STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP ATTORNEYS

306483

April 19, 2023

ENTERED
Office of Proceedings
April 19, 2023
Part of
Public Record

Via E-Filing

Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20423

Re: Surface Transportation Board Finance Docket No. 36660
Supplemental Filing, Part 1 of 3

Dear Board:

Pursuant to the Board's request, 424 Jessie Historic Properties, LLC hereby submits true and correct copies of Volumes 1 through 4 (pages 1 through 1180) of the Joint Appendix submitted as the record in Visitacion Investment, LLC's appeal pending in Case No. A163550 in California's First District, Division Two, referenced in footnote 1 of 424 Jessie Historic Properties, LLC's reply to Baylands Development, Inc's petition for declaratory order, FD No. 36660.

Very truly yours,



Dana M. Andreoli

Encls.

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST DISTRICT – DIVISION 2

Case No. A163550

VISITACION INVESTMENT, LLC, Plaintiff/Cross-Defendant & Appellant

v.

424 JESSIE HISTORIC PROPERTIES, LLC, Defendant/Cross-Complainant & Respondent

San Francisco Superior Court Case No. CGC-19-579667

JOINT APPENDIX

Volume 1 of 9, Pages 1-294 of 2428

Kenneth S. Katzoff (SBN 103490)
Robert R. Riggs (SBN 107684)
Stephen G. Preonas (SBN 245334)
KATZOFF & RIGGS LLP
1500 Park Ave., Suite 300
Emeryville, CA 94608
Tel. (510) 597-1990
kkatzoff@katzoffriggs.com
rriggs@katzoffriggs.com
spreonas@katzoffriggs.com

Attorneys for Plaintiff/Cross-Defendant/Appellant

Jeffrey H. Lowenthal (SBN 111763)
Dana Andreoli (SBN 262068)
Steyer Lowenthal LLP
235 Pine Street, 15th Floor
San Francisco, CA 94104
Tel. (415) 421-3400
jlowenthal@steyerlaw.com
dandreoli@steyerlaw.com

Attorneys for Defendant/Cross-Complainant/Respondent

JOINT APPENDIX CHRONOLOGICAL INDEX				
TAB	**DESCRIPTION**	**DATE**	**VOL.**	**PAGES**
1	Complaint Quiet Title – Real Property	10/1/2019	1	10
2	Defendant's Notice of Pending Action Lis Pendens	10/16/2019	1	135
3	Plaintiff's Notice of Pending Action	10/18/2019	1	145
4	Answer to Complaint	2/4/2020	1	154
5	Cross-Complaint	2/4/2020	1	167
6	Answer to Cross-Complaint	2/16/2021	1	242
7	Defendant's Notice of Motion for Summary Judgment or Alternatively Summary Adjudication	3/23/2021	1	253
8	Defendant's Memorandum of Points and Authorities in Support of Motion for Summary Judgment or Alternatively Summary Adjudication	3/23/2021	1	256
9	Defendant's Separate Statement of Facts in Support of Motion for Summary Judgment	3/23/2021	1	270
10	Defendant's Separate Statement of Facts in Support of Motion for Summary Adjudication	3/23/2021	1	275
11	Declaration of Patrick McNerney in Support of Defendant's Motion for Summary Judgment or Alternatively Summary Adjudication	3/23/2021	2	296
12	Declaration of Stacey C Quan in Support of Defendant's Motion for Summary Judgment or Alternatively Summary Adjudication	3/23/2021	2	373
13	Plaintiff's Notice of Motion and Motion for Summary Judgment or Alternatively Summary Adjudication	3/24/2021	2	591

JOINT APPENDIX CHRONOLOGICAL INDEX				
TAB	**DESCRIPTION**	**DATE**	**VOL.**	**PAGES**
14	Plaintiff's Memorandum of Points and Authorities in Support of Motion of Plaintiff for Summary Judgment or Alternatively Summary Adjudication	3/24/2021	3	604
15	Plaintiff's Separate Statement of Undisputed Material Facts in Support of Motion for Summary Judgment or Alternatively Summary Adjudication	3/24/2021	3	625
16	Volume 1 of 2 of Evidence in Support of Plaintiff's Motion for Summary Judgment or Alternatively Summary Adjudication	3/24/2021	3	638
17	Volume 2 of 2 of Evidence in Support of Plaintiff's Motion for Summary Judgment or Alternatively Summary Adjudication	3/24/2021	4	882
18	Defendant's 170.6 Peremptory Challenge as to Judge Charles F. Haines	5/25/2021	4	1139
19	Plaintiff's Memorandum in Opposition to Defendant's Motion for Summary Judgment on Complaint or Alternatively Summary Adjudication	5/27/2021	4	1142
20	Plaintiff's Separate Statement of Facts in Opposition to Defendant's Motion for Summary Judgment or Alternatively Summary Adjudication	5/27/2021	4	1166
21	Volume 1 of 1 of Evidence in Opposition to Defendant's Motion for Summary Judgment on Complaint or Alternatively Summary Adjudication	5/27/2021	5	1190
22	Plaintiff's Objections to Evidence Re Defendants Motion for Summary Judgment or Alternatively Summary Adjudication	5/27/2021	5	1347

JOINT APPENDIX CHRONOLOGICAL INDEX				
TAB	**DESCRIPTION**	**DATE**	**VOL.**	**PAGES**
23	Defendant's Opposition to Plaintiff's Motion for Summary Judgment or Alternatively Summary Adjudication	5/27/2021	5	1355
24	Defendant's Separate Statement in Opposition to Plaintiff's Motion for Summary Judgment	5/27/2021	5	1375
25	Declaration of Patrick McNerney in Opposition to Plaintiff's Motion for Summary Judgment	5/27/2021	5	1399
26	Declaration of Stacey Quan in Opposition to Plaintiff's Motion for Summary Judgment	5/27/2021	6	1482
27	Defendant's Objections to Opposition to Plaintiff's Evidence Filed in Support of Motion for Summary Judgment or Alternatively Summary Adjudication	5/27/2021	7	1826
28	Plaintiff's Reply Memorandum in Support of Motion for Summary Judgment or Alternatively Summary Adjudication	6/4/2021	7	1831
29	Plaintiff's Objections to Evidence re Defendants Opposition to Plaintiff's Motion for Summary Judgment or Alternatively Summary Adjudication	6/4/2021	7	1845
30	Reply Declaration of Stephen G. Preonas in Support of Motion of Plaintiff for Summary Judgment or Alternatively Summary Adjudication	6/4/2021	7	1855
31	Defendant's Reply in Support of Motion for Summary Judgment or Alternatively Summary Adjudication	6/4/2021	7	1873
32	Request for Judicial Notice in Support of Defendant's Motion for Summary	6/4/2021	8	1896

JOINT APPENDIX CHRONOLOGICAL INDEX				
TAB	**DESCRIPTION**	**DATE**	**VOL.**	**PAGES**
	Judgment or Alternatively Summary Adjudication			
33	Defendant's Objections Plaintiff's Evidence in Opposition to Defendant's Motion for Summary Judgment or Alternatively Summary Adjudication	6/4/2021	9	2319
34	Order Granting Defendant's Motion for Summary Judgment; and 2) Taking Plaintiff Visitacion Investment, LLC's Motion for Summary Judgment Off Calendar as Moot	7/15/2021	9	2328
35	Notice of Entry of Order 1) Granting Defendant's Motion for Summary Judgment; and 2) Taking Plaintiff Visitacion Investment, LLC's Motion for Summary Judgment Off Calendar as Moot	7/15/2021	9	2334
36	Judgment	8/23/2021	9	2343
37	Notice of Entry of Judgment	8/24/2021	9	2357
38	Plaintiff's Notice of Appeal	8/31/2021	9	2374
39	Appellants Notice Designating Record on Appeal	9/10/2021	9	2376
40	Register of Actions	N/A	9	2416
41	Stipulation for Joint Appendix	N/A	9	2422

JOINT APPENDIX ALPHABETICAL INDEX				
TAB	**DESCRIPTION**	**DATE**	**VOL.**	**PAGES**
4	Answer to Complaint	2/4/2020	1	154
6	Answer to Cross-Complaint	2/16/2021	1	242
39	Appellants Notice Designating Record on Appeal	9/10/2021	9	2376
1	Complaint Quiet Title – Real Property	10/1/2019	1	10
5	Cross-Complaint	2/4/2020	1	167
25	Declaration of Patrick McNerney in Opposition to Plaintiff's Motion for Summary Judgment	5/27/2021	5	1399
11	Declaration of Patrick McNerney in Support of Defendant's Motion for Summary Judgment or Alternatively Summary Adjudication	3/23/2021	2	296
12	Declaration of Stacey C Quan in Support of Defendant's Motion for Summary Judgment or Alternatively Summary Adjudication	3/23/2021	2	373
26	Declaration of Stacey Quan in Opposition to Plaintiff's Motion for Summary Judgment	5/27/2021	6	1482
18	Defendant's 170.6 Peremptory Challenge as to Judge Charles F. Haines	5/25/2021	4	1139
8	Defendant's Memorandum of Points and Authorities in Support of Motion for Summary Judgment or Alternatively Summary Adjudication	3/23/2021	1	256
7	Defendant's Notice of Motion for Summary Judgment or Alternatively Summary Adjudication	3/23/2021	1	253
2	Defendant's Notice of Pending Action Lis Pendens	10/16/2019	1	135

JOINT APPENDIX ALPHABETICAL INDEX				
TAB	**DESCRIPTION**	**DATE**	**VOL.**	**PAGES**
33	Defendant's Objections Plaintiff's Evidence in Opposition to Defendant's Motion for Summary Judgment or Alternatively Summary Adjudication	6/4/2021	9	2319
27	Defendant's Objections to Opposition to Plaintiff's Evidence Filed in Support of Motion for Summary Judgment or Alternatively Summary Adjudication	5/27/2021	7	1826
23	Defendant's Opposition to Plaintiff's Motion for Summary Judgment or Alternatively Summary Adjudication	5/27/2021	5	1355
31	Defendant's Reply in Support of Motion for Summary Judgment or Alternatively Summary Adjudication	6/4/2021	7	1873
24	Defendant's Separate Statement in Opposition to Plaintiff's Motion for Summary Judgment	5/27/2021	5	1375
10	Defendant's Separate Statement of Facts in Support of Motion for Summary Adjudication	3/23/2021	1	275
9	Defendant's Separate Statement of Facts in Support of Motion for Summary Judgment	3/23/2021	1	270
36	Judgment	8/23/2021	9	2343
37	Notice of Entry of Judgment	8/24/2021	9	2357
35	Notice of Entry of Order 1) Granting Defendant's Motion for Summary Judgment; and 2) Taking Plaintiff Visitacion Investment, LLC's Motion for Summary Judgment Off Calendar as Moot	7/15/2021	9	2334

JOINT APPENDIX ALPHABETICAL INDEX				
TAB	**DESCRIPTION**	**DATE**	**VOL.**	**PAGES**
34	Order Granting Defendant's Motion for Summary Judgment; and 2) Taking Plaintiff Visitacion Investment, LLC's Motion for Summary Judgment Off Calendar as Moot	7/15/2021	9	2328
19	Plaintiff's Memorandum in Opposition to Defendant's Motion for Summary Judgment on Complaint or Alternatively Summary Adjudication	5/27/2021	4	1142
14	Plaintiff's Memorandum of Points and Authorities in Support of Motion of Plaintiff for Summary Judgment or Alternatively Summary Adjudication	3/24/2021	3	604
38	Plaintiff's Notice of Appeal	8/31/2021	9	2374
13	Plaintiff's Notice of Motion and Motion for Summary Judgment or Alternatively Summary Adjudication	3/24/2021	2	591
3	Plaintiff's Notice of Pending Action	10/18/2019	1	145
22	Plaintiff's Objections to Evidence Re Defendants Motion for Summary Judgment or Alternatively Summary Adjudication	5/27/2021	5	1347
29	Plaintiff's Objections to Evidence re Defendants Opposition to Plaintiff's Motion for Summary Judgment or Alternatively Summary Adjudication	6/4/2021	7	1845
28	Plaintiff's Reply Memorandum in Support of Motion for Summary Judgment or Alternatively Summary Adjudication	6/4/2021	7	1831
20	Plaintiff's Separate Statement of Facts in Opposition to Defendant's Motion for	5/27/2021	4	1166

JOINT APPENDIX ALPHABETICAL INDEX				
TAB	**DESCRIPTION**	**DATE**	**VOL.**	**PAGES**
	Summary Judgment or Alternatively Summary Adjudication			
15	Plaintiff's Separate Statement of Undisputed Material Facts in Support of Motion for Summary Judgment or Alternatively Summary Adjudication	3/24/2021	3	625
40	Register of Actions	N/A	9	2416
30	Reply Declaration of Stephen G. Preonas in Support of Motion of Plaintiff for Summary Judgment or Alternatively Summary Adjudication	6/4/2021	7	1855
32	Request for Judicial Notice in Support of Defendant's Motion for Summary Judgment or Alternatively Summary Adjudication	6/4/2021	8	1896
41	Stipulation for Joint Appendix	N/A	9	2422
21	Volume 1 of 1 of Evidence in Opposition to Defendant's Motion for Summary Judgment on Complaint or Alternatively Summary Adjudication	5/27/2021	5	1190
16	Volume 1 of 2 of Evidence in Support of Plaintiff's Motion for Summary Judgment or Alternatively Summary Adjudication	3/24/2021	3	638
17	Volume 2 of 2 of Evidence in Support of Plaintiff's Motion for Summary Judgment or Alternatively Summary Adjudication	3/24/2021	4	882

KENNETH S. KATZOFF (SBN 103490)
STEPHEN PREONAS (SBN 245334)
Katzoff & Riggs LLP
1500 Park Avenue, Suite 300
Emeryville, CA 94608
Tel. (510) 597-1990
Fax. (510) 597-0295

Attorneys for Plaintiff
VISITACION INVESTMENT, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO – UNLIMITED JURISDICTION

VISITACION INVESTMENT, LLC, a California limited liability company Plaintiffs, vs. 424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company, all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the Complaint adverse to Plaintiff's title, or any cloud on Plainitff's title thereto, and DOES 1 through 50, inclusive, Defendants.	Case No. **VERIFIED COMPLAINT TO QUIET TITLE, FOR DECLARATORY RELIEF AND FOR PRELIMINARY AND PERMANENT INJUNCTION**

Plaintiff VISITACION INVESTMENT, LLC, a California limited liability company ("Plaintiff"), for its complaint herein, alleges:

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

1. Plaintiff is a California limited liability company that owns 10 contiguous parcels of real property located in the Visitacion Valley neighborhood in the southeast corner of the City and County of San Francisco and commonly known as 2201, 2245, 2500 and 2555 Bay Shore Boulevard, 222 Tunnel Avenue and 289, 290 and 292 Sunnydale Avenue, San Francisco, CA ("the Property"). The Property is also known as Assessor's Parcel Numbers 5087-003; 5087-003A; 5099-014; 5100-002; 5100-003; 5100-010; 5101-006; 5101-007; 5102-009; and 5107-001.

2. Plaintiff was formed to own and develop the Property into of the largest residential developments in San Francisco ("the Project") in a region starved for such projects and suffering from a massive housing shortage.

3. Defendant 424 Jessie Historic Properties, LLC ("JHP") is a California limited liability company located in the City of Tiburon, County of Marin. JHP owns two contiguous parcels of real property known as 2201 Bay Shore Boulevard and 220 Tunnel Avenue, San Francisco ("the JHP Property" or "Parcel B"). The JHP Property is also known as Assessor's Parcel Numbers 5087-004 and 5087-005.

4. Defendants designated as "all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the complaint adverse to Plaintiff's title, or any cloud on plaintiff's title thereto" ("the Unknown Defendants") claim rights, titles, estates, liens, or interests in the Property adverse to Plaintiff's title, and their claims constitute a cloud on Plaintiff's title.

5. Venue is proper in the County of San Francisco because the claims all

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

involve real property located in the County of San Francisco.

6. Plaintiff is unaware of the true names and capacities of defendants sued as DOE 1 through DOE 50 herein and, therefore designates said defendants by fictitious names as permitted by the Code of Civil Procedure. Plaintiff will seek leave to amend this Complaint to state the true names and capacities of defendants DOE 1 through DOE 50 when the same are ascertained. JHP, the Unknown Defendants and DOE 1 through DOE 50 shall hereinafter be referred to collectively as "Defendants."

7. Plaintiff is informed and believes and based thereon alleges that at all times mentioned in this Complaint defendants sued as DOE 1 through DOE 50 herein were the agents and employees of Defendants and, in doing the things alleged in this Complaint, were acting within the course and scope of that agency and employment.

8. The northern and eastern boundary of the Property adjoins a portion of the southern and western boundary of the JHP Property.

9. Prior to the transfer of the Property to Plaintiff, the majority of the Property contained the home of the Schlage Lock Factory and was used for industrial purposes ("the Former Schlage Property"). The Property also includes certain parcels adjacent to the Former Schlage Property that were previously used for commercial railroad purposes ("the Former RR Property"). The Property owned by Plaintiff includes both the Former RR Property and the Former Schlage Property

10. The Former RR Property was previously owned by Southern Pacific Transportation Company, a railroad company ("SPRR") which later merged with Union Pacific Railroad ("UPRR" and with SPRR both collectively "the RR").

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

11. In or about August 1990 the RR transferred a portion of the Former RR Property to Tuntex (U.S.A.), Inc. ("Tuntex"). Tuntex is the previous name of Universal Paragon Corporation ("UPC"). Plaintiff is an affiliate of UPC formed to hold title to the Property and develop the Project.

12. At the time of the 1990 transfer of the Former RR Property from the RR to Tuntex the RR retained two parcels (designated for convenience as "Parcel A" and Parcel B, as defined above) adjacent to the Former RR Property (both collectively "the Dominant Estates") and continued railroad operations on the Dominant Estates.

13. In connection with and in furtherance of its continued railroad operations on the Dominant Estates, at the time of the transfer of the Former RR Property to Tuntex, the RR reserved in itself three easements ("the Easements") over the Former RR Property. These Easements were set forth in the deed transferring the Former RR Property from the RR, as Grantor, to Tuntex, as Grantee, recorded August 10, 1990 as Document No. E761808 ("the 1990 RR Deed").

14. The three Easements the RR reserved in itself over the Former RR Property are set forth in Exhibit B to the 1990 RR Deed. The 1990 RR Deed specifies the following purpose for the Easements:

> to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment.

The Easements listed in Exhibit B are referred to as "Form of Railroad Easement" and consist of the following three "Schedules":

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

- Schedule 1 – Railroad Main Line Easement – describing a "main track"
- Schedule 2 – Drill & Spur Track Easement – describing a "drill track right of way" and "spur track right of way"
- Schedule 3 – Access Roadway Easement

A true and correct copy of the 1990 RR Deed, including Exhibit B describing the Easements as the Form of Railroad Easement is attached as Exhibit 1.

15. A metes and bounds description of the Easements provided by a surveyor was subsequently set forth in a "Deed Correcting Description of Rail Easement" recorded on August 22, 1991 as Document No. E962735 ("the 1991 RR Correction Deed" and with the 1990 RR Deed both collectively "the RR Deeds") and which replaced the metes and bounds description of the Easements in the 1990 RR Deed. The 1991 RR Correction Deed incorporated verbatim as Exhibit 1 the stated purpose and terms of the Easements set forth in Exhibit B to the 1990 RR Deed and described the Easements as "Form of Railroad Easement." A true copy of the 1991 RR Correction Deed is attached as Exhibit 2.

16. Exhibit B to the 1990 RR Deed, and the identical Exhibit 1 to the 1991 RR Correction Deed both describe the Easements and the potential abandonment and termination of all or a portion of the Easements as follows:

> Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance a satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph

17. The RR later transferred one of the Dominant Estates to UPC and the other to Patrick McNerney, an experienced real estate developer in San Francisco.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

McNerney is the owner and manager of the corporation that manages defendant JHP. The RR transferred what is now the JHP Property to McNerney who subsequently conveyed the property to JHP. The RR transferred the other of the Dominant Estates to UPC who in turn transferred this property to Plaintiff.

18. The RR transferred the JHP Property to McNerney pursuant to a February 5, 2015 "Quitclaim Deed" recorded as Document No. 2015-K016863-00 ("the 2015 RR Deed") pursuant to which the RR disclaimed any interest in the Easements. A true copy of the 2015 RR Deed is attached as Exhibit 3. McNerney transferred the JHP Property to JHP pursuant to a Grant Deed dated September 14, 2016 and recorded in San Francisco as Document No. 2016-K328238. A true copy of this deed is attached as Exhibit 4.

19. Plaintiff is now developing its respective portion of the Dominant Estates for mixed use, multi-family housing. Plaintiff's plan for the Project incorporates one of the Dominant Estates it obtained from the RR into its development of the entirety of the Property. Plaintiff's plan for the Project relinquishes all of its rights to the Easements to accommodate the Project because Plaintiff has not used and does not intend to use the Easements or the Property for railroad purposes and such Easements have been abandoned and terminated as provided for in the RR Deeds describing the Easements.

20. Though smaller in scale than Plaintiff's Project, JHP has also created a plan for a residential real estate development project on the JHP Property ("the JHP Project" and with the Project, both collectively, "the Projects"). On May 8, 2015, in connection with the JPH's proposed development of the JPH Property, JPH submitted a

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Preliminary Project Assessment application to the San Francisco Planning Department. ("the 2015 JHP PPA Application"). The 2015 JHP PPA Application proposed a project consisting of two new residential buildings with a total of 205 dwelling units. A true copy of the 2015 JHP PPA Application is attached as Exhibit 5.

21. The 2015 JHP PPA Application was assigned for review by the San Francisco Planning Department ("SF Planning") as Case No. 2015-006509PPA. In response, SF Planning issued a Preliminary Project Assessment on August 7, 2015 ('the 2015 JHP PPA"). A true copy of the 2015 JHP PPA is attached as Exhibit 6.

22. Neither of the Dominant Estates owned by Plaintiff and JHP have been used for railroad purposes for at least 10 years. Plaintiff is informed and believes that JHP has no intention to resume railroad operations on the JHP Property.

23. Based upon the conveyance of the Dominant Estates to JHP and Plaintiff for the purpose of real estate development and the intention of JHP and Plaintiff to redevelop the Dominant Estates as commercial and residential properties, and not railroad operations, the Easements have been abandoned and terminated.

24. In connection with the Project Plaintiff intends to convert the Property from an industrial use to a residential and commercial use. To accomplish its development goals and to maximize the public benefit of the Project, including providing convenient access to public transit, streets and open space, it is necessary for Plaintiff to use the land contained within the metes and bounds descriptions of the Easements for both access to the Project and/or for permanent improvements to the Property.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

25. In obtaining approvals of and designing the Project, pursuant to Exhibit B to the 1990 RR Deed (and Exhibit 1 to the 1991 RR Correction Deed) Plaintiff, as the successor in interest to the Grantee referenced in the deed, has requested that JHP, as the successor in interest to the Grantor referenced in the deed, execute and deliver to Plaintiff a quitclaim deed relinquishing the Easements. To date, JHP has refused to execute this document, or any other document relinquishing the Easements.

FIRST CAUSE OF ACTION
(Quiet Title – Against All Defendants)

26. Each of the allegations of paragraphs 1 through 25 are incorporated as if fully set forth herein.

27. Plaintiff alleges that Defendants have relinquished any and all property rights in the Easements and that the Easements have been abandoned and/or terminated.

28. Plaintiff alleges that Defendants have without right continued to claim an interest in the Easements adverse to Plaintiff.

29. Plaintiff claims its full legal and equitable interest in the Property, including such portions of the Property described in the Easements.

30. Plaintiff seeks to quiet title in and to Plaintiff against all adverse claims of Defendants, which claims are without any right whatever and interfere, trespass or encroach upon Plaintiff's use of the Property.

31. Plaintiff seeks to quiet title as of September 2019, the date that Plaintiff requested that JHP relinquish its rights in the Easements pursuant to the terms of Exhibit B to the 1990 RR Deed and Exhibit 1 to the 1991 RR Correction Deed.

WHEREFORE, the Plaintiff prays for relief as set forth below.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

SECOND CAUSE OF ACTION
(For Declaratory Relief re Termination and Abandonment of the Easements – Against All Defendants)

32. Each of the allegations of paragraphs 1 through 31 are incorporated as if fully set forth herein.

33. An actual controversy has arisen and exists between Plaintiff and Defendants. Plaintiff contends that any rights in the Easements that Defendants may claim have been abandoned or terminated due the abandonment of any railroad use on the JHP Property. Plaintiff further contends that pursuant to the RR Deeds describing the Easements specifying abandonment and termination of the Easements, JHP has relinquished the Easements as a result of the change of use of the JHP Property from railroad purposes and that Plaintiff is free to obstruct the Easements in connection with the redevelopment of the Property and the Project. JHP contends that it maintains its rights in the Easements described in the RR Deeds and that Plaintiff cannot obstruct the Easements in connection with Plaintiff's development of the Property and the Project.

34. Plaintiff seeks a final declaration and determination as to the present dispute regarding estate, ownership, rights and interest in the Easements.

WHEREFORE, Plaintiffs pray for relief as set forth below.

THIRD CAUSE OF ACTION
(For Preliminary and Permanent Injunction – Against all Defendants)

35. Each of the allegations of paragraphs 1 through 34 are incorporated as if fully set forth herein.

36. Plaintiff seeks to restrain Defendants from interfering with Plaintiff's development of the Property and the Project or otherwise violating Plaintiff's rights as

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

owner of the Property, including by failing to relinquish all rights to the Easements as requested by Plaintiff pursuant to the RR Deeds.

37. Unless and until enjoined and restrained by order of this court, Defendants' continuing assertion of rights in the abandoned and/or terminated Easements will cause grave and irreparable injury to Plaintiff by jeopardizing Plaintiff's efforts to obtain approvals for and proceed with and complete the Project.

38. Plaintiff has no adequate remedy at law for the continuing conduct of Defendants because the irreversible loss and continuous injury to its land cannot be compensated in damages. Further, it would be impossible for the Plaintiff to determine the precise amount of damages Plaintiff will suffer if the Defendants' conduct is not restrained, as it would result in Defendants being able to restrain Plaintiff's use and redevelopment of the Property in perpetuity and contrary to the express terms of the RR Deeds.

PRAYER FOR RELIEF

Plaintiffs request the Court to grant relief herein as follows:

1. For judgment quieting Plaintiff's title to the Property free and clear of any rights set forth in the Easements and terminating the Easements.

2. For a judicial declaration that the Easements have been abandoned, terminated and/or otherwise modified based upon the facts and circumstances.

3. For a preliminary, and permanent injunction, enjoining Defendants from continuing to wrongfully assert rights in the Easements.

4. For costs.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

5. For such other and further relief as the Court concludes to be just and proper under the circumstances.

Dated: September 30, 2019

KATZOFF & RIGGS LLP



STEPHEN G. PREONAS

Attorneys for Plaintiff
VISITACION INVESTMENT, LLC

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

VERIFICATION

I, Greg Vilkin am a manager of Visitacion Investment, LLC, plaintiff in this action and I am authorized to execute this verification on its behalf. I declare that I have reviewed the foregoing Verified Complaint and know its contents. The matters stated in this document are true to my own knowledge except as to the matters which are therein stated on our information or belief and, as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed September 30, 2019

GREG VILKIN

EXHIBIT 1

TO

VERIFIED COMPLAINT TO QUIET TITLE, FOR DECLARATORY RELIEF AND FOR PRELIMINARY AND PERMANENT INJUNCTION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court

Description of Exhibit:

Grant Deed from Southern Pacific Transportation Company, as Grantor to Tuntex (U.S.A.), Inc. as Grantee dated August 1, 1990 and recorded in the Official Records of San Francisco County as Instrument No. E761808

EXHIBIT 1

RECORDING REQUESTED BY

SAN FRANCISCO-OF
RECORDER'S OFFICE
Bruce Jamison: Recorder
DOC- E761808
TICOR Title Company
Friday, August 10, 1990 02:48:00Pm
Rec 15.00 --- Pg 17.00
Mic 1.00 ---
AFN 20.00 --- Amt
TOTAL -> REEL F187 IMAGE 0534

AND WHEN RECORDED MAIL TO

Name Tuntex (U.S.A.), Inc.
Street Address 150 Executive Park Blvd., Suite 4200
City State Zip San Francisco, California 94134
Attn: Stephen C.H. Lin, Ph.D

5102-9
5102-1
5102-6

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX $ .....
☐ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
☐ COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES REMAINING THEREON AT TIME OF SALE
Shown on Separate Statement
pursuant to Section 11932,
Revenue & Taxation Code
Signature of declarant or agent determining tax -- firm name

17
GK

GRANT DEED

AFNF

FOR VALUE RECEIVED, Southern Pacific Transportation Company ("Grantor"), a Delaware corporation, grants to Tuntex (U.S.A.), Inc., a Delaware corporation ("Grantee") all this certain real property located in the City and County of San Francisco, State of California, and as more particularly described in Exhibit A, attached hereto and by this reference incorporated herein (the "Property");

TOGETHER WITH all rights and easements appurtenant thereto;

SUBJECT TO a lien to secure payment of current taxes and assessments and all easements, rights of way, covenants, conditions and restrictions, leases and other exceptions to title which are of record; and

EXCEPTING AND RESERVING unto Grantor that certain Form of Railroad Easement as more particularly described in Exhibit B, attached hereto and by this reference incorporated herein.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed this 1ST day of August, 1990.

"Grantor"

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By: _____
Its: Its Vice President
W.B. Curtis

Attest: _____
Its: ASSISTANT SECRETARY
B.J. Medina

Sf. Recorder's Office AUG 10 1990

STATE OF CALIFORNIA
City and County of San Francisco } ss.

On this 2ND day of AUGUST in the year One Thousand Nine Hundred and Ninety
before me, ROBERT E. JOHNSON, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared
W. B. CURTIS + B. J. MEDINA

known to me (or proved to me on the basis of satisfactory evidence) to be the Its Vice President + ASST. SECRETARY of the corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

OFFICIAL SEAL
ROBERT E. JOHNSON
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Comm. Expires Jan. 22, 1993

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Robert E. Johnson
Notary Public in and for the City and County of San Francisco, State of California.

Corporation

My commission Expires January 22, 1993

PK
7-25-90

EXHIBIT "A"

S.F. Recorder's Office AUG 10 1990

LEGAL DESCRIPTION

All that real property situated in the City and County of San Francisco, State of California, described as follows:

PARCEL ONE:

Lot 6, as said lot is shown on the map of Parcel Map Book 16, Page 40, filed July 16, 1980, in the Office of the County Recorder of the City and County of San Francisco, State of California.

PARCEL TWO:

Lot 8, as said lot is shown on the map of Parcel Map Book 16, Page 40, filed July 16, 1980, in the Office of the County Recorder of the City and County of San Francisco, State of California.

Excepting therefrom that portion of said land described as follows:

Commencing at a point in that certain course having a length of 596.75 feet as shown in the easterly line of said Lot 8, distant thereon South 1°16'55" West 190.00 feet from the northerly terminus of said course; thence continuing along said course South 1°16'55" West 408.52 feet to the southerly terminus of said course; thence leaving said course, North 28°08'04" West 70.12 feet to a point in a line that is concentric with and distant 18 feet easterly, measured radially from the existing center line of Southern Pacific Transportation Company's spur track and the existing center line of Southern Pacific Transportation Company's westbound main track (San Francisco-San Luis Obispo); thence along said concentric line as follows: Northerly on a curve to the right, having a radius of 600.00 feet, a central angle of 18°29'24" (tangent to said curve at last mentioned point bears North 13°35'41" West), an arc distance of 193.63 feet to a point of compound curve, and northerly on a curve to the right, having a radius of 5691.69 feet, a central angle of 1°34'15", an arc distance of 156.05 feet; thence leaving said concentric line, South 88°43'05" East 41.39 feet to the point of commencement.

S.F. Recorder's Office AUG 10 1990

PARCEL THREE:

Commencing at a point on the southerly line of Sunnydale Avenue, distant thereon 105 feet and 8 inches easterly from the easterly line of Milliken Street; running thence easterly along the said southerly line of Sunnydale Avenue 138 feet and 8 inches; thence at a right angle southerly 224 feet and 5 inches; thence at a right angle westerly 138 feet and 8 inches; and thence at a right angle northerly 224 feet and 5 inches to the point of commencement.

Excepting therefrom that portion lying within San Mateo County.

PARCEL FOUR:

Commencing at a point on the southerly line of Sunnydale Avenue (formerly Tobin Street), distant thereon 244 feet 4 inches easterly from the easterly line of Milliken Street; running thence South 71-1/2° East along the southerly line of Sunnydale Avenue 277 feet 4 inches; thence South 18-1/2° West 224 feet 5 inches; thence North 71-1/2° West 277 feet 4 inches; thence North 18-1/2° East 224 feet 5 inches to the point of commencement.

Excepting therefrom that portion lying within San Mateo County.

EXHIBIT "B"

Sf. Recorder's Office AUG 10 1990

FORM OF RAILROAD EASEMENT

"Grantor excepts from the Property hereby conveyed and reserves unto itself, its successors and assigns:

A perpetual, exclusive easement in, on, under, over and through the locations described in Schedule 1 (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (Access Roadway Easement) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment. All improvements presently existing on or hereafter constructed on the easement area, if owned by Grantor, shall remain the personal property of the Grantor and its successors and assigns. Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph. Grantor shall defend, indemnify and hold Grantee, its successors and assignees, harmless from and against any liability, damage, cost or expense arising from or in connection with Grantor's use of the property covered by the easement reserved herein.

Notwithstanding the exclusive nature of such easement, Grantor shall permit Grantee, its successors and assigns, (a) such rights of passage on, over, and under such easement area for such public or private streets and rights of way ("Rail Crossings") as Grantee may require to provide reasonable access to any improvements located on the Property, and (b) the right to construct (i) improvements over said easement commencing at a minimum height of thirty-five (35) feet above top of rail and (ii) structural support improvements and other improvements reasonably related to a railroad depot within the easement area ("Improvements"), in all cases subject to (a) approval of the location or locations and the design of such Rail Crossings and Improvements by the Grantor, which approval shall not be unreasonably withheld; (b) such conditions as Grantor may reasonably impose to protect its own operations over such easement area or to comply with applicable law; (c) approval of such Rail Crossings or Improvements by the California Public Utility Commission and by such other governmental and regulatory agencies as may be required; (d) acceptance, to the extent applicable, of such Rail Crossings as dedicated public streets by the City of San Francisco; and (e) construction of the physical improvements constituting such Rail Crossings and Improvements at no expense to the Grantor."

SN
30 MAR 90
: REV 12 JUN 90

EXHIBIT "B"
(Schedule 1)

S.F. Recorder's Office AUG 10 1990

MAIN LINE EASEMENT

Those certain parcels of land situated in the City and County of San Francisco, State of California, described as follows:

Parcel No. 1:

Commencing at the northeasterly corner of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099 and 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, said corner being at the easterly terminus of that certain course shown on said map having a bearing and distance of "N 73°20' W 232.62'"; thence North 72°09'01" West along the northerly line of said Lot No. 8, and also said course, 13.84 feet to point in a line concentric with and distant 25.00 feet easterly, measured radially from the existing center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), and the True Point of Beginning of the parcel of land herein to be described; thence southerly along said concentric line on a curve to the left, tangent to said curve at last said point bears South 8°30'54" West, having a radius of 5685.096 feet, a central angle of 2°04'27", an arc distance of 205.81 feet to the northerly line of the 0.411 acre parcel of land described in deed dated June 13, 1935, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument 0660213, Reel

S.F. Recorder's Office AUG 10 1990

0867, Page 951, Official Records of said County; thence North 88°46'13" West along last said northerly line, 8.03 feet to a point for the northwesterly corner of last said land; thence southerly along the westerly line of last said land, on a curve to the left, tangent to last said curve at last said point bears South 6°24'50" West, having a radius of 5691.60 feet, a central angle of 1°34'15", an arc distance of 156.05 feet to a point of compound curve; thence continuing southerly along said westerly line on last said curve to the left, having a radius of 600.00 feet, a central angle of 9°52'28", an arc distance of 103.41 feet to a point in said concentric line; thence leaving said westerly line, southerly along said concentric line, on a curve to the left, tangent to last said curve at last said point bears South 3°49'34" West, having a radius of 5685.096 feet, a central angle of 1°51'01", an arc distance of 183.60 feet; thence South 1°28'31" West 12.80 feet to a point in the common County line between the County of San Francisco and the County of San Mateo, last said point being distant thereon, North 88°58'58" West 61.21 feet from its intersection with the westerly line of Tunnel Avenue, 60 feet in width; thence North 88°58'58" West along said County line and also the southerly line of said Lot No. 8, passing at 25.06 feet the said center line of Southern Pacific Transportation Company's Westbound main track, and continuing for a total distance of 100.13 feet; thence North 1°28'35" East 14.47 feet to a point in a line concentric with and distant 75.00 feet westerly, measured radially from last said center line; thence

S.F. Recorder's Office AUG 10 1990

northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 1°58'33" East, having a radius of 5785.096 feet, a central angle of 6°42'08", an arc distance of 676.72 feet to said northerly line of said Lot No. 8; thence South 72°09'01" East along last said northerly line, passing at 76.11 feet the said center line of Southern Pacific Transportation Company's westbound main track, and continuing for a total distance of 101.45 feet to the True Point of Beginning, containing an area of 1.513 acres, more or less.

Parcel No. 2:

Commencing at the southerly terminus of that certain course having a distance of 109.964 feet as shown on that certain map entitled, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S Block 5087, 5099, and 5101, SAN FRANCISCO, CALIFORNIA", as per map file July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County; thence North 17°58'59" East along said course, 3.2 feet to a chain link fence; thence North 32°17'13" East along said fence, 21.6 feet to a fence post; thence South 17°42'55" West, continuing along said fence, 100.2 feet to another fence post; thence North 69°17'37" West, continuing along said fence, 117.3 feet to another fence post; thence South 9°22'01" West, continuing along said fence, 2.0 feet to the True Point of Beginning of the parcel of land herein to be described; thence continuing South 9°22'01" West along said fence, 22.0 feet; thence North 80°37'59" West, leaving said fence, 22.8 feet; thence North 9°22'01" East 22.0 feet; thence South 80°37'59" East 22.8 feet to the True Point of Beginning.

SN
2 Mar 90
Rev 25 July 90
R.H.S.

EXHIBIT "B"
(Schedule 2)

S.F. Recorder's Office AUG 10 1990

DRILL & SPUR TRACK EASEMENT

Those certain parcels or strips of land situated in the City and County of San Francisco, State of California, described as follows:

PARCEL NO. 1

Beginning at the point of intersection of the westerly line of Tunnel Avenue, 60 feet in width, with the common County line between the County of San Francisco and the County of San Mateo; thence North 88°58'58" West along said County line and also the southerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA," as per map filed July 16, 1980 in Book 16 of Maps, Page 40, Records of said County, 39.80 feet to a point in a line concentric and parallel with and distant 15.00 feet westerly, measured radially and at right angles from the center line of Southern Pacific Transportation Company's drill track (which lies easterly of and which diverges southerly from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco) and which crosses said County line at a point distant North 88°58'58" West along said County line 24.41 feet from its intersection with said westerly line of Tunnel Avenue); thence northerly along said concentric and parallel line, the curvature and course thereof as follows: northerly on a curve to the left, tangent to said curve at last said point bears North 12°03'07" West, having a radius of 558.14 feet, a central angle of 2°35'41", an arc distance of 25.28 feet to a point, and North 14°38'48" West, tangent to last said curve at last said point, 50.80 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially, from said center line of Southern Pacific

S.F. Recorder's Office AUG 10 1990

Transportation Company's westbound main track; thence northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 2°35'12" East, having a radius of 5685.096 feet, a central angle of 1°14'22", an arc distance of 122.98 feet to a point in the westerly line of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to the State of California, recorded June 25, 1985, as Instrument D660213, Reel D867, Page 591, Official Records of said County; thence southerly along last said westerly line, on a curve to the left, tangent to last said curve at last said point bears South 5°01'53" East, having a radius of 600.00 feet, a central angle of 8°36'56", an arc distance of 90.22 feet; thence South 28°11'12" East, continuing along last said westerly line, 70.12 feet to the easterly line of last said land; thence leaving last said westerly line, North 1°13'47" East along said easterly line, 1.77 feet to said westerly line of Tunnel Avenue; thence South 4°30'58" East along last said westerly line, 48.41 feet to the Point of Beginning, containing an area of 5018 square feet, more or less.

PARCEL NO. 2

A strip of land, 30 feet wide lying equally 15.00 feet on each side of the following described line:

Commencing at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument D660213, Reel D867, Page 591, Official Records of said County; thence North 6°33'34" West 309.26 feet to a point in the center line of Southern Pacific Transportation Company drill track right of way (which track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose) and which

AUG 10 1990

crosses the common County line between the County of San Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles, from the easterly line of Bayshore Boulevard); thence South 15°19'08" West along said center line of Southern Pacific Transportation Company's drill track right of way, 88.81 feet to a point in the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, last said point being distant North 72°09'01" West along said northerly line, 68.75 feet from the northeasterly corner of said Lot No. 8, last said point being the True Point of Beginning of the line herein to be described; thence southerly and southwesterly and southerly continuing along said center line of Southern Pacific Transportation Company's drill track right of way, the courses and curvatures thereof as follows: South 15°19'08" West 3.62 feet to a point; southerly on a curve to the right, tangent to said curve at last said point is last described course, having a radius of 3564.239 feet, a central angle of 0°22'10", an arc distance of 22.99 feet to a point; South 15°41'18" West, tangent to last said curve at last said point, 152.89 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°38'26", an arc distance of 111.02 feet to a point; South 32°19'44" West, tangent to the last said curve at last said point, 161.72 feet to a point; southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 286.483 feet, a central angle of 35°25'30", an arc distance of 177.35 feet to a point; and South 67°45'14" West, tangent to last said curve at last said point, 544.20 feet.

SF. Survey Office AUG 10 1990

Excepting therefrom that portion lying easterly of and coincident with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco).

Also, excepting therefrom that portion lying within said County of San Mateo.

PARCEL NO. 3

A strip of land, 30 feet wide, lying equally 15.00 feet on each side of the following described line:

Commencing at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument D660213, Reel D867, Page 591, Official Records of said County; thence North 6°33'34" West 309.26 feet to a point in the center line of Southern Pacific Transportation Company's drill track right of way (which track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose) and which crosses the common County line between the County of San Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles from the easterly line of Bayshore Boulevard); thence southerly along said center line of Southern Pacific Transportation Company's drill track right of way, the courses and curvatures thereof as follows: South 15°19'08" West 92.43 feet to a point; southerly on a curve to the right, tangent to said curve at last said point is last described course, having a radius of 3564.239 feet, a central angle of 0°22'10" an arc distance of 22.99 feet to a point; South 15°41'18" West, tangent to last said

S.J. Recorder's Office AUG 10 1990

curve at last said point, 152.89 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°38'26", an arc distance of 111.02 feet to a point; and South 32°19'44" West, tangent to last said curve at last said point, 53.00 feet to a point in the center line of Southern Pacific Transportation Company's spur track right of way (which track diverges northerly from said center line of said Company's drill track) and the True Point of Beginning of the line herein to be described; thence northerly along said center line of Southern Pacific Transportation Company's spur track right of way, the courses and curvatures thereof as follows: North 25°58'09" East 81.00 feet to a point; northerly on a curve to the left, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°36'08", an arc distance of 110.76 feet to a point; and North 9°22'01" East, tangent to last said curve at last said point, 109.53 feet.

Excepting therefrom that portion of the above described 30 foot wide strip of land, herein above described in "PARCEL NO. 3, lying easterly of and coincident with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco).

SN
2 MAPS TO
REV. 12 MAPS TO

S.F. Recorder's Office AUG 10 1990

EXHIBIT "B"
(Schedule 3)

ACCESS ROADWAY EASEMENT

Those certain parcels of land situated in the City and County of San Francisco, State of California, described as follows:

PARCEL NO. 1

Beginning at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument D660213, Reel D867, Page 591, Official Records of said County; thence North 88°46'13" West along the northerly line of said 0.411 acre parcel of land, 33.31 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), said point being distant South 88°46'13" East along said northerly line, 8.08 feet from the northwesterly corner of said 0.411 acre parcel of land; thence northerly along said concentric line, on a curve to the right, tangent to said curve at last said point bears North 6°26'27" East, having a radius of 5685.096 feet, a central angle of 2°04'27", an arc distance of 205.81 feet to the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County; thence South 72°09'01" East along last said northerly line, 13.84 feet to the northeasterly corner of said Lot No. 8; thence South 13°42'29" West along the easterly line of said Lot No. 8 and also the westerly line of Tunnel Avenue, 60

S.F. Recorder's Office AUG 10 1990

feet in width, 10.88 feet to an angle point therein; thence continuing along said easterly line and also last said westerly line, South 1°13'47" West 190.00 feet to the Point of Beginning, containing an area of 4646 square feet, more or less.

PARCEL NO. 2

Beginning at the point of intersection of the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), said point being distant North 72°09'01" West along said northerly line, 115.29 feet from the northeasterly corner of said Lot No. 8; thence southerly along said concentric line, on a curve to the left, tangent to said curve at last said point bears South 8°40'41" West, having a radius of 5785.096 feet, a central angle of 0°51'24", an arc distance of 86.50 feet to a line parallel and concentric with and distant 15.00 feet westerly, measured at right angles and radially from the center line of Southern Pacific Transportation Company's tail track (which lies westerly of and which diverges northerly from the center line of Southern Pacific Transportation Company's drill track and which drill track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose), and which said drill track crosses the common County line between the County of San

S.F. Recorder's Office AUG 10 1990

Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles from the easterly line of Bayshore Boulevard); thence southerly and southwesterly along said parallel and concentric line, the courses and curvature thereof as follows: South 9°22'01" West 67.82 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 367.245 feet, a central angle of 16°36'08", an arc distance of 106.41 feet to a point; and South 25°58'09" West, tangent to last said curve at last said point, 80.17 feet to a line parallel and concentric with and distant 15.00 feet northwesterly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's drill track; thence southwesterly along last said parallel and concentric line, the courses and curvature thereof as follows: South 32°19'44" West 107.88 feet to a point; southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 271.843 feet, a central angle of 35°25'30", an arc distance of 168.08 feet to a point; and South 67°45'14" West, tangent to last said curve at last said point, 356.47 feet to the easterly prolongation of the southerly line of Sunnydale Avenue, 66 feet wide; thence leaving last said parallel and concentric line, North 69°24'23" West along said prolongation, 65.40 feet to a point in the most westerly line of said Lot No. 8, last said point being the southerly terminus of that certain course shown on said map having a distance of "66.00'"; thence North 20°35'37" East along last said westerly line, 43.00 feet to a line parallel with and distant 10.00 feet northerly, measured at right angles from the easterly prolongation of the center line of said Sunnydale Avenue; thence South 69°24'23" East along last said prolongation, 13.70 feet to a point; thence easterly and northeasterly on a

S.F. Recorder's Office AUG 10 1990

curve to the left, tangent to last said curve at last said point is last described course, having a radius of 175.00 feet, a central angle of 42°50'23", an arc distance of 130.85 feet to a point in a line parallel and concentric with and distant 35.00 feet northwesterly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's drill track; thence northeasterly along last said parallel and concentric line, the courses and curvature thereof as follows: North 67°45'14" East, tangent to last said curve at last said point, 246.15 feet to a point; northeasterly on a curve to the left, tangent to last said curve at last said point is last described course, having a radius of 251.843 feet, a central angle of 35°25'30", an arc distance of 155.71 feet to a point; and North 32°19'44" East, tangent to last said curve at last said point, 106.77 feet to a line parallel and concentric with and distant 35.00 feet westerly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's tail track; thence northerly along last said parallel and concentric line, the courses and curvature thereof as follows: North 25°58'09" East 79.06 feet to a point; northeasterly and northerly on a curve to the left tangent to last said curve at last said point is last described course, having a radius of 347.245 feet, a central angle of 16°36'08", an arc distance of 100.62 feet to a point; and North 9°22'01" East, tangent to last said curve at last said point, 67.27 feet to a point in a line concentric with and distant 95.00 feet westerly, measured radially from said center line of Southern Pacific Transportation Company's westbound main track; thence leaving last said parallel and concentric line, northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 7°49'17" East, having a radius of 5805.096 feet, a central angle of 0°53'19", an arc distance of 90.03 feet to said northerly line of said Lot No. 8; thence South 72°09'01" East along last said northerly line, 20.26 feet to the Point of Beginning, containing an area of 0.519 of an acre, more or less.

EXHIBIT 2

TO

VERIFIED COMPLAINT TO QUIET TITLE, FOR DECLARATORY RELIEF AND FOR PRELIMINARY AND PERMANENT INJUNCTION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court

Description of Exhibit:

Deed Correcting Description of Rail Easement dated July 23, 1991, and recorded on August 22, 1991 in the Official Records of San Francisco as Instrument No. E962735

EXHIBIT 2

SAN FRANCISCO RECORDER'S OFFICE
Bruce Davidson, Recorder
DOC- E962735

WHEN RECORDED MAIL TO:

Mr. Robert A. Colbert
Tuntex (U.S.A.) Inc.
150 Executive Park Boulevard
Suite 4200
San Francisco, CA 94134

Thursday, August 22, 1991 09:40:37
Rec 19.00 --- Pa 17.00
Sur 16.00 --- Mic 1.00
Amt 59.00 ---
TOTAL 93.00
REEL F445 IMAGE 0298

DEED CORRECTING DESCRIPTION OF RAIL EASEMENT

THIS DEED CORRECTING DESCRIPTION OF RAIL EASEMENT (this "Correcting Grant") is executed as of this 23RD day of JULY, 1991, by Southern Pacific Transportation Company, a Delaware corporation ("SPTCo") and Tuntex Properties, Inc. (Brisbane), formerly known as Oyster Point Properties, Inc., a California corporation ("Tuntex") on the basis of the following facts, understandings and intentions:

A. In furtherance of that certain Agreement of Purchase and Sale (the "Sale Agreement") dated as of December 28, 1989 by and among Tuntex, Tuntex (U.S.A.) Inc., a Delaware corporation, and SPTCo, SPTCo conveyed by grant deed certain property (the "Property") described with particularity in the Sale Agreement, reserving therefrom certain easements (the "Easements");

B. Subsequent to the execution of the Sale Agreement and conveyance of the Property, Oyster Point Properties, Inc., a California corporation, changed its name to "Tuntex Properties, Inc. (Brisbane)", without effecting any change in the corporate structure or identity;

C. In that certain executed letter, dated December 29, 1989, (the "Executed Letter"), SPTCo and Tuntex acknowledged and agreed that the legal description of the Easements, as set forth in Exhibit "B" to the grant deed executed and recorded on August 10, 1990 as Instrument No. F761808 in the Official Records of San Francisco County (the "Original Grant Deed") was not prepared by a surveyor, and thus it would be necessary to substitute therefor a legal description based on a survey;

D. Pursuant to the terms of the Executed Letter, SPTCo, at its sole cost and expense, caused a surveyor registered under the laws of the State of California to prepare a new legal description of the Easements attached hereto as Exhibit 1 (the "New Legal Description") and incorporated herein by this reference;

E. Pursuant to the terms of the Executed Letter, SPTCo and Tuntex agreed that, upon Tuntex's approval of the New Legal Description, SPTCo and Tuntex would execute and record in the Official Records of San Francisco County an instrument correcting the description of the Easements by substituting the New Legal Description for the description of the Easements set forth in the Original Grant Deed; and

EXH. 4

F. SPTCo and Tuntex have agreed that the substitution of the description of the Easements set forth in the Original Grant Deed with the New Legal Description shall be effected by the parties' execution and recording of this Correcting Deed.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES AND OTHER VALUABLE CONSIDERATION by the execution and recording hereof, SPTCo and Tuntex hereby correct the Original Grant Deed by:

1. Deleting the legal description of the Easements set forth in the Original Grant Deed; and

2. Substituting therefor the New Legal Description attached hereto as Exhibit 1 and incorporated herein by this reference.

IN WITNESS WHEREOF, SPTCo and Tuntex have executed this Correcting Deed this 30 day of July, 1991.

"SPTCo"

SOUTHERN PACIFIC
TRANSPORTATION COMPANY, a
Delaware corporation

By: _____
Its: its Vice President

"Tuntex"

TUNTEX (U.S.A.) INC.
a Delaware corporation

By: _____
Its: General Manager

JO:ng

E962735

State of California $
$
City and County of San Francisco $

On July 30, 1991, before me personally appeared Rick Li (here insert name and title of the officer), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

OFFICIAL SEAL
C. M. ARRIOLA
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY
My Comm. Expires April 29, 1994

Signature C M Arriola (Seal)

STATE OF CALIFORNIA
City and County of San Francisco } ss.

E962735

On this 23RD day of JULY in the year One Thousand Nine Hundred and Ninety ONE
before me, JOSEPH F. JUBILADO, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared

S. D. STEEL

known to me (or proved to me on the basis of satisfactory evidence) to be the
VICE PRESIDENT
of the corporation ____ described in and that executed the within instrument, and also known to me to be the person ____ who executed it on behalf of the corporation ____ therein named and ____ he ____ acknowledged to me that such corporation ____ executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

OFFICIAL NOTARY SEAL
JOSEPH F. JUBILADO
Notary Public — California
SAN FRANCISCO COUNTY
My Comm. Expires JUN 03,1995

Joseph F. Jubilado
Notary Public in and for the City and County of San Francisco, State of California.

Corporation

My Commission Expires June 3, 1995

4-4

EXHIBIT "1" E962735

FORM OF RAILROAD EASEMENT

"Grantor excepts from the Property hereby conveyed and reserves unto itself, its successors and assigns:

A perpetual, exclusive easement in, on, under, over and through the locations described in Schedule 1 (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (Access Roadway Easement) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment. All improvements presently existing on or hereafter constructed on the easement area, if owned by Grantor, shall remain the personal property of the Grantor and its successors and assigns. Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph. Grantor shall defend, indemnify and hold Grantee, its successors and assignees, harmless from and against any liability, damage, cost or expense arising from or in connection with Grantor's use of the property covered by the easement reserved herein.

Notwithstanding the exclusive nature of such easement, Grantor shall permit Grantee, its successors and assigns, (a) such rights of passage on, over, and under such easement area for such public or private streets and rights of way ("Rail Crossings") as Grantee may require to provide reasonable access to any improvements located on the Property, and (b) the right to construct (i) improvements over said easement commencing at a minimum height of thirty-five (35) feet above top of rail and (ii) structural support improvements and other improvements reasonably related to a railroad depot within the easement area ("Improvements"), in all cases subject to (a) approval of the location or locations and the design of such Rail Crossings and Improvements by the Grantor, which approval shall not be unreasonably withheld; (b) such conditions as Grantor may reasonably impose to protect its own operations over such easement area or to comply with applicable law; (c) approval of such Rail Crossings or Improvements by the California Public Utility Commission and by such other governmental and regulatory agencies as may be required; (d) acceptance, to the extent applicable, of such Rail Crossings as dedicated public streets by the City of San Francisco; and (e) construction of the physical improvements constituting such Rail Crossings and Improvements at no expense to the Grantor."

RHS041/1d
Page 1 of 1

4-5

EXHIBIT "I" E962735

FORM OF RAILROAD EASEMENT

"Grantor excepts from the Property hereby conveyed and reserves unto itself, its successors and assigns:

A perpetual, exclusive easement in, on, under, over and through the locations described in Schedule 1 (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (Access Roadway Easement) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment. All improvements presently existing on or hereafter constructed on the easement area, if owned by Grantor, shall remain the personal property of the Grantor and its successors and assigns. Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph. Grantor shall defend, indemnify and hold Grantee, its successors and assignees, harmless from and against any liability, damage, cost or expense arising from or in connection with Grantor's use of the property covered by the easement reserved herein.

Notwithstanding the exclusive nature of such easement, Grantor shall permit Grantee, its successors and assigns, (a) such rights of passage on, over, and under such easement area for such public or private streets and rights of way ("Rail Crossings") as Grantee may require to provide reasonable access to any improvements located on the Property, and (b) the right to construct (i) improvements over said easement commencing at a minimum height of thirty-five (35) feet above top of rail and (ii) structural support improvements and other improvements reasonably related to a railroad depot within the easement area ("Improvements"), in all cases subject to (a) approval of the location or locations and the design of such Rail Crossings and Improvements by the Grantor, which approval shall not be unreasonably withheld; (b) such conditions as Grantor may reasonably impose to protect its own operations over such easement area or to comply with applicable law; (c) approval of such Rail Crossings or Improvements by the California Public Utility Commission and by such other governmental and regulatory agencies as may be required; (d) acceptance, to the extent applicable, of such Rail Crossings as dedicated public streets by the City of San Francisco; and (e) construction of the physical improvements constituting such Rail Crossings and Improvements at no expense to the Grantor."

RHS041/1d
Page 1 of 1

SN
30 MAR 90
REV. 4/26/90

E962735

EXHIBIT "1"
(Schedule 1)

MAIN LINE EASEMENT

Those certain parcels of land situated in the City and County of San Francisco, State of California, described as follows:

Parcel No. 1:

Commencing at the northeasterly corner of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099 and 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, said corner being at the easterly terminus of that certain course shown on said map having a bearing and distance of "N 73°20' W 232.62'"; thence North 72°09'01" West along the northerly line of said Lot No. 8, and also said course, 13.84 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially from the existing center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), and the True Point of Beginning of the parcel of land herein to be described; thence southerly along said concentric line one curve to the left, tangent to said curve at last said point bears South 8°30'54" West, having a radius of 5685.096 feet, a central angle of 2°04'27", an arc distance of 205.81 feet to the northerly line of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument 0660213, Reel 0867, Page 951, Official Records of said County;

thence North 88°40'13" West along last said northerly line, 8.03 feet to a point for the northwesterly corner of last said land; thence southerly along the westerly line of last said land, on a curve to the left, tangent to last said curve at last said point bears South 6°24'50" West, having a radius of 5691.60 feet, a central angle of 1°34'15", an arc distance of 156.05 feet to a point of compound curve; thence continuing southerly along said westerly line on last said curve to the left, having a radius of 600.00 feet, a central angle of 9°52'28", an arc distance of 103.41 feet to a point in said concentric line; thence leaving said westerly line, southerly along said concentric line, on a curve to the left, tangent to last said curve at last said point bears South 3°49'34" West, having a radius of 5685.096 feet, a central angle of 1°51'01", an arc distance of 183.60 feet; thence South 1°28'31" West 12.80 feet to a point in the common County line between the County of San Francisco and the County of San Mateo, last said point being distant thereon, North 88°58'58" West 61.21 feet from its intersection with the westerly line of Tunnel Avenue, 60 feet in width; thence North 88°58'58" West along said County line and also the southerly line of said Lot No. 8, passing at 25.06 feet the said center line of Southern Pacific Transportation Company's Westbound main track, and continuing for a total distance of 100.13 feet; thence North 1°28'35" East 14.47 feet to a point in a line concentric with and distant 75.00 feet westerly, measured radially from last said center line; thence northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 1°56'33" East, having a radius of 5765.096 feet, a central angle of 6°42'08", an arc distance of 676.72 feet to said northerly line of said Lot No. 8; thence South 72°09'01" East along last said northerly line, passing at 76.11 feet the

said center line of Southern Pacific Transportation Company's westbound main track, and continuing for a total distance of 101.45 feet to the True Point of Beginning, containing an area of 1.513 acres, more or less.

Parcel No. 2:

Commencing at the northerly terminus of that certain course having a distance of 109.964 feet as shown on that certain map entitled, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, and 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County; thence South 17°58'59" West along said course, 3.2 feet to a chain link fence; thence South 32°17'13" West along said fence, 21.6 feet to a fence post; thence South 17°42'55" West, continuing along said fence, 100.2 feet to another fence post; thence South 69°17'37" East, continuing along said fence, 117.3 feet to another fence post; thence North 9°22'01" East, continuing along said fence, 2.0 feet to the True Point of Beginning of the parcel of land herein to be described; thence continuing North 9°22'01" East along said fence, 22.0 feet; thence South 80°37'59" East, leaving said fence, 22.8 feet; thence South 9°22'01" West 22.0 feet; thence North 80°37'59" West 22.8 feet to the True Point of Beginning.

SN
2 Mar. 90
Rev 25 July 9
RHS.

E962735

EXHIBIT "1"
(Schedule 2)

DRILL & SPUR TRACK EASEMENT

Those certain parcels or strips of land situated in the City and County of San Francisco, State of California, described as follows:

PARCEL NO. 1

Beginning at the point of intersection of the westerly line of Tunnel Avenue, 60 feet in width, with the common County line between the County of San Francisco and the County of San Mateo; thence North 88°58'58" West along said County line and also the southerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA," as per map filed July 16, 1980 in Book 16 of Maps, Page 40, Records of said County, 39.80 feet to a point in a line concentric and parallel with and distant 15.00 feet westerly, measured radially and at right angles from the center line of Southern Pacific Transportation Company's drill track (which lies easterly of and which diverges southerly from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco) and which crosses said County line at a point distant North 88°58'58" West along said County line 24.41 feet from its intersection with said westerly line of Tunnel Avenue); thence northerly along said concentric and parallel line, the curvature and course thereof as follows: northerly on a curve to the left, tangent to said curve at last said point bears North 12°03'07" West, having a radius of 558.14 feet, a central angle of 2°35'41", an arc distance of 25.28 feet to a point, and North 14°38'48" West, tangent to last said curve at last said point, 50.80 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially, from said center line of Southern Pacific

Transportation Company's westbound main track; thence northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 2°35'12" East, having a radius of 5685.096 feet, a central angle of 1°14'22", an arc distance of 122.98 feet to a point in the westerly line of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to the State of California, recorded June 25, 1985, as Instrument 0660213, Reel 0867, Page 591, Official Records of said County; thence southerly along last said westerly line, on a curve to the left, tangent to last said curve at last said point bears South 5°01'53" East, having a radius of 600.00 feet, a central angle of 8°36'56", an arc distance of 90.22 feet; thence South 28°11'12" East, continuing along last said westerly line, 70.12 feet to the easterly line of last said land; thence leaving last said westerly line, North 1°13'47" East along said easterly line, 1.77 feet to said westerly line of Tunnel Avenue; thence South 4°30'58" East along last said westerly line, 48.41 feet to the Point of Beginning, containing an area of 5018 square feet, more or less.

PARCEL NO. 2

A strip of land, 30 feet wide lying equally 15.00 feet on each side of the following described line:

Commencing at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument 0660213, Reel 0867, Page 591, Official Records of said County; thence North 6°33'34" West 309.26 feet to a point in the center line of Southern Pacific Transportation Company drill track right of way (which track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose) and which

crosses the common County line between the County of San Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles, from the easterly line of Bayshore Boulevard); thence South 15°19'08" West along said center line of Southern Pacific Transportation Company's drill track right of way, 88.81 feet to a point in the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5097, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, last said point being distant North 72°09'01" West along said northerly line, 68.75 feet from the northeasterly corner of said Lot No. 8, last said point being the True Point of Beginning of the line herein to be described; thence southerly and southwesterly and southerly continuing along said center line of Southern Pacific Transportation Company's drill track right of way, the courses and curvatures thereof as follows: South 15°19'08" West 3.62 feet to a point; southerly on a curve to the right, tangent to said curve at last said point is last described course, having a radius of 3564.239 feet, a central angle of 0°22'10", an arc distance of 22.99 feet to a point; South 15°41'18" West, tangent to last said curve at last said point, 152.89 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°38'26", an arc distance of 111.02 feet to a point; South 32°19'44" West, tangent to the last said curve at last said point, 161.72 feet to a point; southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 286.483 feet, a central angle of 35°25'30", an arc distance of 177.35 feet to a point; and South 67°45'14" West, tangent to last said curve at last said point, 544.20 feet.

Excepting therefrom that portion lying easterly of and coincident with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco).

Also, excepting therefrom that portion lying within said County of San Mateo.

PARCEL NO. 3

A strip of land, 30 feet wide, lying equally 15.00 feet on each side of the following described line:

Commencing at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument D660213, Reel D867, Page 591, Official Records of said County; thence North 6°33'34" West 309.26 feet to a point in the center line of Southern Pacific Transportation Company's drill track right of way (which track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose) and which crosses the common County line between the County of San Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles from the easterly line of Bayshore Boulevard); thence southerly along said center line of Southern Pacific Transportation Company's drill track right of way, the courses and curvatures thereof as follows: South 15°19'08" West 92.43 feet to a point; southerly on a curve to the right, tangent to said curve at last said point is last described course, having a radius of 3564.239 feet, a central angle of 0°22'10" an arc distance of 22.99 feet to a point; South 15°41'18" West, tangent to last said

curve at last said point, 152.89 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°38'26", an arc distance of 111.02 feet to a point; and South 32°19'44" West, tangent to last said curve at last said point, 53.00 feet to a point in the center line of Southern Pacific Transportation Company's spur track right of way (which track diverges northerly from said center line of said Company's drill track) and the True Point of Beginning of the line herein to be described; thence northerly along said center line of Southern Pacific Transportation Company's spur track right of way, the courses and curvatures thereof as follows: North 25°58'09" East 81.00 feet to a point; northerly on a curve to the left, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°36'08", an arc distance of 110.76 feet to a point; and North 9°22'01" East, tangent to last said curve at last said point, 109.53 feet.

Excepting therefrom that portion of the above described 30 foot wide strip of land, herein above described in "PARCEL NO. 3, lying easterly of and coincident with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco).

SD
2 MAR 80
REV. 12 MAR

E962735

EXHIBIT "C"
(Schedule 3)

ACCESS ROADWAY EASEMENT

Those certain parcels of land situated in the City and County of San Francisco, State of California, described as follows:

PARCEL NO. 1

Beginning at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument D660213, Reel 0867, Page 591, Official Records of said County; thence North 88°46'13" West along the northerly line of said 0.411 acre parcel of land, 33.31 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), said point being distant South 88°46'13" East along said northerly line, 8.08 feet from the northwesterly corner of said 0.411 acre parcel of land; thence northerly along said concentric line, on a curve to the right, tangent to said curve at last said point bears North 6°26'27" East, having a radius of 5685.096 feet, a central angle of 2°04'27", an arc distance of 205.81 feet to the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County; thence South 72°09'01" East along last said northerly line, 13.84 feet to the northeasterly corner of said Lot No. 8; thence South 13°42'29" West along the easterly line of said Lot No. 8 and also the westerly line of Tunnel Avenue, 60

feet in width, 10.88 feet to an angle point therein; thence continuing along said easterly line and also last said westerly line, South 1°13'47" West 190.00 feet to the Point of Beginning, containing an area of 4646 square feet, more or less.

PARCEL NO. 2

Beginning at the point of intersection of the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), said point being distant North 72°09'01" West along said northerly line, 115.29 feet from the northeasterly corner of said Lot No. 8; thence southerly along said concentric line, on a curve to the left, tangent to said curve at last said point bears South 8°40'41" West, having a radius of 5785.096 feet, a central angle of 0°51'24", an arc distance of 86.50 feet to a line parallel and concentric with and distant 15.00 feet westerly, measured at right angles and radially from the center line of Southern Pacific Transportation Company's tail track (which lies westerly of and which diverges northerly from the center line of Southern Pacific Transportation Company's drill track and which drill track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose), and which said drill track crosses the common County line between the County of San

Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles from the easterly line of Bayshore Boulevard); thence southerly and southwesterly along said parallel and concentric line, the courses and curvature thereof as follows: South 9°22'01" West 67.82 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 367.245 feet, a central angle of 16°36'08", an arc distance of 106.41 feet to a point; and South 25°58'09" West, tangent to last said curve at last said point, 80.17 feet to a line parallel and concentric with and distant 15.00 feet northwesterly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's drill track; thence southwesterly along last said parallel and concentric line, the courses and curvature thereof as follows: South 32°19'44" West 107.88 feet to a point; southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 271.843 feet, a central angle of 35°25'30", an arc distance of 168.08 feet to a point; and South 67°45'14" West, tangent to last said curve at last said point, 356.47 feet to the easterly prolongation of the southerly line of Sunnydale Avenue, 66 feet wide; thence leaving last said parallel and concentric line, North 69°24'23" West along said prolongation, 65.40 feet to a point in the most westerly line of said Lot No. 8, last said point being the southerly terminus of that certain course shown on said map having a distance of "66.00'"; thence North 20°35'37" East along last said westerly line, 43.00 feet to a line parallel with and distant 10.00 feet northerly, measured at right angles from the easterly prolongation of the center line of said Sunnydale Avenue; thence South 69°24'23" East along last said prolongation, 13.70 feet to a point; thence easterly and northeasterly on a

curve to the left, tangent to last said curve at last said point is last described course, having a radius of 175.00 feet, a central angle of 42°50'23", an arc distance of 130.85 feet to a point in a line parallel and concentric with and distant 35.00 feet northwesterly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's drill track; thence northeasterly along last said parallel and concentric line, the courses and curvature thereof as follows: North 67°45'14" East, tangent to last said curve at last said point, 246.15 feet to a point; northeasterly on a curve to the left, tangent to last said curve at last said point is last described course, having a radius of 251.843 feet, a central angle of 35°25'30", an arc distance of 155.71 feet to a point; and North 32°19'44" East, tangent to last said curve at last said point, 106.11 feet to a line parallel and concentric with and distant 35.00 feet westerly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's tail track; thence northerly along last said parallel and concentric line, the courses and curvature thereof as follows: North 25°58'09" East 79.06 feet to a point; northeasterly and northerly on a curve to the left tangent to last said curve at last said point is last described course, having a radius of 347.245 feet, a central angle of 16°36'08", an arc distance of 100.62 feet to a point; and North 9°22'01" East, tangent to last said curve at last said point, 67.27 feet to a point in a line concentric with and distant 95.00 feet westerly, measured radially from said center line of Southern Pacific Transportation Company's westbound main track; thence leaving last said parallel and concentric line, northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 7°49'17" East, having a radius of 5805.096 feet, a central angle of 0°53'10", an arc distance of 90.03 feet to said northerly line of said Lot No. 8; thence South 72°09'01" East along last said northerly line, 20.26 feet to the Point of Beginning, containing an area of 0.619 of an acre, more or less.

EXHIBIT 3

TO

VERIFIED COMPLAINT TO QUIET TITLE, FOR DECLARATORY RELIEF AND FOR PRELIMINARY AND PERMANENT INJUNCTION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court

Description of Exhibit:

Quitclaim Deed from Union Pacific Railroad Company to Patrick McNerney dated January 21, 2015 and recorded on February 5, 2015 in the Official Records of San Francisco as Instrument No. 2015-K016863-00

EXHIBIT 3

20159K01686300014
San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC 2015-K016863-00
Acct 5002-Old Republic Title Company
Thursday, FEB 05, 2015 11:46:49
Ttl Pd$13,939.00 Nbr-0005097538
okc/RE/1-14

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Patrick McNerney
14 Mint Plaza, Fifth Floor
San Francisco, CA 94103

Mail Tax Statements to:

Patrick McNerney
14 Mint Plaza, Fifth Floor
San Francisco, CA 94103

CRTC
0227015427 DP
Blk 5087, lots 4 & 5
2201 Bayshore Blvd.

Space Above Line for Recorder's Use Only

(1567-58)

DOCUMENTARY TRANSFER TAX $ 13,875.00
XX Computed on the full value of the property conveyed
___ Computed on the full value less liens and encumbrances remaining at the time of sale
___ Not a sale (Rev. & Tax. Code Section 11927(a))

Signature of Declarant or Agent Determining Tax

QUITCLAIM DEED

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation), Grantor, in consideration of the sum of Ten Dollars ($10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto **PATRICK McNERNEY,** an individual, as his sole and separate property, Grantee, whose address is 14 Mint Plaza, Fifth Floor, San Francisco, California 94103 and unto his heirs and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate (hereinafter the "Property") situated in the City and County of San Francisco, State of California, identified and more particularly described as "Fee Parcel" in **Exhibit A**, hereto attached and hereby made a part hereof, together with any and all of Grantor's right, title and interest in and to portions of that certain Form of Railroad Easement reserved by Southern Pacific Transportation Company in that certain Grant Deed dated August 1, 1990, and recorded on August 10, 1990 in the Official Records of San Francisco County, California, as Instrument No. E761808, as modified by that certain Deed Correcting Description of Rail Easement dated July 23, 1991, and recorded on August 22, 1991 in the Official Records of San Francisco County, California, identified and more particularly described as "Schedule 1", "Schedule 2" and "Schedule 3" in the attached **Exhibit A** ("Railroad Easement").

EXCEPTING FROM THIS QUITCLAIM AND RESERVING UNTO GRANTOR, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by Grantee, its successors or assigns.

Except as may be otherwise provided in a written assignment or other written agreement between Grantor and Grantee, Grantor reserves all income (including, without limitation, rentals, license fees and royalties) from any existing license and other existing rights to use the Property and renewals thereof granted by Grantor or Grantor's predecessors in interest. Grantee agrees that if Grantee receives any such income, Grantee will promptly forward the income to Grantor.

Covenants.

The Property is quitclaimed by Grantor subject to the following covenants, conditions and restrictions which Grantee by the acceptance of this Deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

Fence Covenant. Grantee, at its sole cost and expense, shall install, within ninety (90) days after the recording of this Deed, and thereafter maintain fencing or other barriers to prevent access to or encroachment on the railroad right-of-way of Grantor adjacent to the easterly boundary of the Property. The fencing or barrier must be of a design and type satisfactory to Grantor, and in compliance with applicable building codes. Grantee shall submit the plans for the fencing or barrier construction to:

Union Pacific Railroad Company
Assistant Vice President-Real Estate (Folder No. 1567-58)
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179

for review and approval. Grantor shall complete such review and make appropriate response to Grantee within twenty (20) days after receipt of such plans by Grantor. Grantor shall not unreasonably withhold its approval of such plans. Such approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the fence as constructed will be structurally sound.

Railroad Proximity Covenant.

(a) Grantee acknowledges that the property abutting the easterly boundary line of the Property is dedicated and used for railroad purposes, that railroad operations may create noise, vibrations, emissions, fumes and odors twenty-four (24) hours a day, and that the amount, nature and intensity of railroad operations may increase or change (collectively, the

"Permitted Effects"). Grantee accepts the Property subject to the existence of the Permitted Effects. By acceptance of the Property, Grantee agrees that, at Grantee's sole cost and expense, as part of the development of the Property, Grantee shall design and install and/or construct and thereafter maintain improvements to reduce or limit the Permitted Effects and to comply with all governmental requirements, if any, which may be imposed as a condition to the development and use of the Property because of the Permitted Effects.

(b) Grantee shall not, and hereby waives all rights to, (i) institute legal proceedings against Grantor to reduce or lessen the Permitted Effects, and (ii) directly or indirectly participate in petition drives, lobbying efforts or other activities seeking the enactment of federal, state or local laws or ordinances to reduce or lessen the Permitted Effects. Any party breaching such covenant shall reimburse Grantor for all costs incurred by Grantor to comply with any such orders, laws or ordinances, including, without limitation, attorney fees and court costs.

(c) If Grantee sells or leases all or any portion of the Property, Grantee shall require all purchasers and tenants to acknowledge the location of the railroad operations abutting the Property and the existence of the Permitted Effects, and to agree in writing, for the benefit of Grantor, to comply with the above covenants.

Covenants To Run With Land. The foregoing covenants, conditions and restrictions shall run with the Property, the burdens of which will be binding on the successors and assigns of Grantee, and the benefits of which will inure to the successors and assigns of Grantor. A breach of the foregoing covenants, conditions and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

Environmental.

"As Is" Sale. Grantee acknowledges and agrees that the Property and the Railroad Easement have been sold and quitclaimed to and accepted by Grantee in an "as is" condition with all faults, and that the Property and the property over which the Railroad Easement is located ("Railroad Easement Area") have been used for, among other things, railroad operating right-of-way and for other commercial or industrial purposes. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property, Railroad Easement Area or Railroad Easement or any of such related matters; in particular, but without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, Railroad Easement Area or Railroad Easement, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters (including but not limited to the existence of Hazardous Materials, in, on, under or emanating to or from the Property), compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements (collectively, "Condition of the Property"). Grantee acknowledges and agrees that the Property and Railroad Easement have been sold and quitclaimed on the basis of Grantee's own

investigation of the physical and environmental conditions of the Property and Railroad Easement Area, including the subsurface conditions and Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. For purposes of this Deed, "Hazardous Materials" means any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, asbestos, hazardous waste or substances or toxic waste or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", "toxic materials" or "toxic substances" under any applicable federal, state or local law or regulation now or hereafter in effect.

Release. GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES GRANTOR, GRANTOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON ACTING ON BEHALF OF GRANTOR, OF AND FROM ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH GRANTEE NOW HAS OR WHICH GRANTEE MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE CONDITION OF THE PROPERTY OR RAILROAD EASEMENT AREA, INCLUDING, WITHOUT LIMITATION, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY AND RAILROAD EASEMENT AREA (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY AND RAILROAD EASEMENT AREA BY ANY HAZARDOUS MATERIALS), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING APPLIES REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS. WITH RESPECT TO THE FOREGOING RELEASE, GRANTEE EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

> **1542. Certain Claims Not Affected by General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Indemnity. FROM AND AFTER CLOSING, GRANTEE SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND

EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER, ADJACENT OR EMANATING FROM OR TO THE PROPERTY BY ANY HAZARDOUS MATERIALS), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING APPLIES REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

General Allocation of Environmental Responsibility. With respect to any existing or future presence of Hazardous Materials in, under or emanating to or from the Property or Railroad Easement Area, Grantee, at no cost to Grantor, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or which may otherwise be necessary to make the Property or Railroad Easement Area suitable for Grantee's use of the Property or Railroad Easement Area.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the 21st day of January, 2015.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

Attest:

Barbara Holder
Assistant Secretary

By: Tony Love
Title: Assistant Vice President – Real Estate

(Seal)

Grantee hereby accepts this Quitclaim Deed and agrees for himself, his heirs and assigns, to be bound by the covenants set forth herein.

Dated this 2ND day of ~~January~~ FEBRUARY, 2015.

PATRICK McNERNEY

STATE OF NEBRASKA)
) **ss.**
COUNTY OF DOUGLAS)

On January 21, 2015, before me, Gregg A Larsen, Notary Public in and for said County and State, personally appeared TONY K. LOVE and Barbara Holder who are the Assistant Vice President – Real Estate and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

GENERAL NOTARY - State of Nebraska
GREGG A. LARSEN
My Comm. Exp. Aug. 28, 2016

Notary Public

(Seal)

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this 2nd day of ~~January~~ February, 2015, before me, June Y Williams, Notary Public, personally appeared PATRICK McNERNEY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

June Y Williams
Notary Public

(Seal)

JUNE Y. WILLIAMS
COMM. #1997789
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Nov. 11, 2016

PC01

Union Pacific Railroad Company

San Francisco County, California

Exhibit "A"

FEE PARCEL

THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN FRANCISCO, CITY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL 4 AND 5 AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS, PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT NO. 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT NO. 4 SOUTH 74°37'31" EAST (SHOWN AS "SOUTH 75°48'30" EAST" ON SAID PARCEL MAP) 55.07 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO); THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 15°18'45" WEST, HAVING A RADIUS OF 5785.096 FEET, THROUGH A CENTRAL ANGLE OF 1°17'04" AN ARC DISTANCE OF 129.70 FEET TO THE WESTERLY LINE OF SAID LOT NO. 5; THENCE CONTINUING SOUTHERLY ALONG SAID CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 5°21'01" AN ARC DISTANCE OF 540.10 FEET TO THE SOUTHERLY LINE OF SAID LOT NO. 5; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT NO. 5 NORTH 72°09'01" WEST (SHOWN AS "NORTH 73°20' WEST" ON SAID PARCEL MAP) 117.46 FEET TO SOUTHEASTERLY LINE OF SAID LOT NO. 4; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 32°17'13" WEST 29.95 FEET; THENCE NORTH 17°58'59" EAST (SHOWN AS "SOUTH 16°48'00" WEST" ON SAID PARCEL MAP) 309.26 FEET; THENCE SOUTH 71°57'37" EAST 19.979 FEET; THENCE NORTH 17°58'59" EAST 304.33 FEET; THENCE NORTH 74°37'31" WEST 20.00 FEET; THENCE NORTH 17°58'59" EAST 80.00 FEET TO THE POINT OF BEGINNING.

PORTION OF ASSESSOR'S LOTS 004 AND 005, BLOCK 5087

SCHEDULE 1
(MAIN LINE EASTMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (SIGNAL CABINET AREA)

COMMENCING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE HAVING A DISTANCE OF 109.964 FEET AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, AND 5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY; THENCE SOUTH 17°58'59" WEST ALONG SAID COURSE, 3.2 FEET TO A CHAIN LINK FENCE; THENCE SOUTH 32°17'13" WEST ALONG SAID FENCE, 21.6 FEET TO A FENCE POST; THENCE SOUTH 17°42'55" WEST, CONTINUING ALONG SAID FENCE, 100.2 FEET TO ANOTHER FENCE POST; THENCE SOUTH 69°17'37" EAST, CONTINUING ALONG SAID FENCE, 117.3 FEET TO ANOTHER FENCE POST; THENCE NORTH 9°22'01" EAST, CONTINUING ALONG SAID FENCE, 2.0 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN TO BE DESCRIBED; THENCE CONTINUING NORTH 9°22'01" EAST ALONG SAID FENCE, 22.0 FEET; THENCE SOUTH 80°37'59" EAST, LEAVING SAID FENCE, 22.8 FEET; THENCE SOUTH 9°22'01" WEST 22.0 FEET; THENCE NORTH 80°37'59" WEST 22.8 FEET TO THE TRUE POINT OF BEGINNING.

SCHEDULE 2
(DRILL & SPUR TRACK EASEMENT)

THOSE CERTAIN PARCELS OR STRIPS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE LYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REEL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT TA POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTH 15°19'08" WEST ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, 88.81 FEET TO A POINT IN THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, LAST SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 68.75 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8, LAST SAID POINT BEING TRUE POINT OF BEGINNING OF

THE LINE HEREIN TO BE DESCRIBED; THENCE SOUTHERLY AND SOUTHWESTERLY AND SOUTHERLY CONTINUING ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 3.62 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10", AN ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18' WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; SOUTH 32°19'44" WEST, TANGENT TO THE LAST SAID CURVE AT LAST SAID POINT, 161.72 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 286.483 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 177.35 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 544.20 FEET.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

ALSO, EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAID COUNTY OF SAN MATEO.

PARCEL NO. 3: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE, LAYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REAL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 92.43 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10' AND ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; AND SOUTH 32°19'44" WEST, TANGENT TO LAST SAID CURVE AT

LAST SAID POINT, 53.00 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY (WHICH TRACK DIVERGES NORTHERLY FROM SAID CENTER LING OF SAID COMPANY'S DRILL TRACK) AND THE TRUE POINT OF BEGINNING OF THE LINE HEREIN TO BE DESCRIBED; THENCE NORTHERLY ALONG SAID CENTER OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 81.00 FEET TO A POINT; NORTHERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 110.76 FEET TO A POINT; AND NORTH 9°22'01' EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 109.53 FEET.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED 30 FOOT WIDE STRIP OF LAND, HEREIN ABOVE DESCRIBED IN "PARCEL NO. 3, LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

SCHEDULE 3
(ACCESS ROADWAY EASEMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (ROADWAY AREA)

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, &5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO), SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 115.29 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8; THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE, ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 8°40'41" WEST, HAVING A RADIUS OF 5785.096 FEET, A CENTRAL ANGLE OF 0°51'24", AN ARC DISTANCE OF 86.50 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK (WHICH LIES WESTERLY OF AND WHICH DIVERGES NORTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK AND WHICH DRILL TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE), AND WHICH SAID DRILL TRACK CROSSES THE COMMON COUNTY LINE BETWEEN COUNTY OF SAN FRANCISCO AND COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID PARALLEL AND

CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 9°22'01" WEST 67.82 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 367.245 FEET, A CENTRAL ANGLE OF 16°36'08", AN ARC DISTANCE OF 106.41 FEET TO A POINT; AND SOUTH 25°58'09" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 80.17 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE SOUTHWESTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 32°19'44" WEST 107.88 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 271.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 168.08 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 356.47 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SUNNYDALE AVENUE, 66 FEET WIDE; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTH 69°24'23" WEST ALONG SAID PROLONGATION, 65.40 FEET TO A POINT IN THE MOST WESTERLY LINE OF SAID LOT NO. 8, LAST SAID POINT BEING THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN ON SAID MAP HAVING A DISTANCE OF "66.00'"; THENCE NORTH 20°35'37" EAST ALONG LAST SAID WESTERLY LINE, 43.00 FEET TO A LINE PARALLEL WITH AND DISTANT 10.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY PROLONGATION OF THE CENTER LINE OF SAID SUNNYDALE AVENUE; THENCE SOUTH 69°24'23" EAST ALONG LAST SAID PROLONGATION, 13.70 FEET TO A POINT; THENCE EASTERLY AND NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 42°50'23", AN ARC DISTANCE OF 130.85 FEET TO A POINT IN A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE NORTHEASTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 67°45'14" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 246.15 FEET TO A POINT; NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 251.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 155.71 FEET TO A POINT; AND NORTH 32°19'44" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 106.77 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK; THENCE NORTHERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 79.06 FEET TO A POINT; NORTHEASTERLY AND NORTHERLY ON A CURVE TO THE LEFT TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 347.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 100.62 FEET TO A POINT; AND NORTH 9°22'01" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 67.27 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 95.00 FEET WESTERLY, MEASURED RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTHERLY ALONG LAST SAID CONCENTRIC LINE, ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT BEARS NORTH 7°49'17" EAST, HAVING A RADIUS OF 5805.096 FEET, A CENTRAL ANGLE OF 0°53'19", AN ARC DISTANCE OF 90.03 FEET TO SAID NORTHERLY LINE OF SAID LOT NO. 8; THENCE SOUTH 72°09'01" EAST ALONG LAST SAID NORTHERLY LINE, 20.26 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.519 OF AN ACRE, MORE OR LESS.

INGRESS/EGRESS AREA

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 4, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS AT PAGE 40, IN THE OFFICE OF THE COUNTY RECORDERS OF THE CITY AND COUNTY OF SAN FRANCISCO, LYING SOUTHERLY OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT NO. 7 OF SAID PARCEL MAP.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE

LD 0156758
January 16, 2015

EXHIBIT 4

TO

VERIFIED COMPLAINT TO QUIET TITLE, FOR DECLARATORY RELIEF AND FOR PRELIMINARY AND PERMANENT INJUNCTION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court

Description of Exhibit:

Grant Deed from Patrick McNerney to 424 Jessie Historic Properties, LLC dated August 17, 2016 and recorded on September 14, 2016 in the Official Records of San Francisco as Instrument No. 2016-K328238-00

EXHIBIT 4

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.:
APN: 5087; Portions of 005 and 004 ✓
Situs: APN 5087; portion of Lot 004 and 005 ✓
No Property address

When Recorded Mail Document and Tax Statements to:

424 Jessie Historic Properties, LLC
14 Mint Plaza, 5th Floor
San Francisco, CA 94103

20169K32823800008
San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC 2016-K328238-00
Acct 5002-Old Republic Title Company
Wednesday, SEP 14, 2016 08:44:57
Ttl Pd $39.00 Nbr-0005457639
oar/RE/1-8

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is $0.00 transfer from individual name to single member LLC
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of San Francisco

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Patrick McNerney, an individual, as his sole and separate property

hereby GRANT(S) to
424 Jessie Historic Properties, LLC, a California limited liability company

that property in City of San Francisco, San Francisco County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

Date: August 17, 2016

Patrick McNerney

cription: San Francisco,CA Document - Year.DocID 2016.328238 Page: 1 of 8
EXH. - 775

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 San Francisco

On 9.12.16 before me, June Y Williams a Notary Public, personally appeared Patrick McNerney, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: June Y Williams

Name: June Y Williams
(Typed or Printed)

(Seal)

PC01 JUNE Y. WILLIAMS
COMM. #1997789
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Nov. 11, 2016 PC01

Exhibit "A"

FEE PARCEL

THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN FRANCISCO, CITY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL 4 AND 5 AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS, PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT NO. 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT NO. 4 SOUTH 74°37'31" EAST (SHOWN AS "SOUTH 75°48'30" EAST" ON SAID PARCEL MAP) 55.07 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO); THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 15°18'45" WEST, HAVING A RADIUS OF 5785.096 FEET, THROUGH A CENTRAL ANGLE OF 1°17'04" AN ARC DISTANCE OF 129.70 FEET TO THE WESTERLY LINE OF SAID LOT NO. 5; THENCE CONTINUING SOUTHERLY ALONG SAID CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 5°21'01" AN ARC DISTANCE OF 540.10 FEET TO THE SOUTHERLY LINE OF SAID LOT NO. 5; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT NO. 5 NORTH 72°09'01" WEST (SHOWN AS "NORTH 73°20' WEST" ON SAID PARCEL MAP) 117.46 FEET TO SOUTHEASTERLY LINE OF SAID LOT NO. 4; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 32°17'13" WEST 29.95 FEET; THENCE NORTH 17°58'59" EAST (SHOWN AS "SOUTH 16°48'00" WEST" ON SAID PARCEL MAP) 309.26 FEET; THENCE SOUTH 71°57'37" EAST 19.979 FEET; THENCE NORTH 17°58'59" EAST 304.33 FEET; THENCE NORTH 74°37'31" WEST 20.00 FEET; THENCE NORTH 17°58'59" EAST 80.00 FEET TO THE POINT OF BEGINNING.

PORTION OF ASSESSOR'S LOTS 004 AND 005, BLOCK 5087

SCHEDULE 1
(MAIN LINE EASTMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (SIGNAL CABINET AREA)

COMMENCING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE HAVING A DISTANCE OF 109.964 FEET AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, AND 5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY; THENCE SOUTH 17°58'59" WEST ALONG SAID COURSE, 3.2 FEET TO A CHAIN LINK FENCE; THENCE SOUTH 32°17'13" WEST ALONG SAID FENCE, 21.6 FEET TO A FENCE POST; THENCE SOUTH 17°42'55" WEST, CONTINUING ALONG SAID FENCE, 100.2 FEET TO ANOTHER FENCE POST; THENCE SOUTH 69°17'37" EAST, CONTINUING ALONG SAID FENCE, 117.3 FEET TO ANOTHER FENCE POST; THENCE NORTH 9°22'01" EAST, CONTINUING ALONG SAID FENCE, 2.0 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN TO BE DESCRIBED; THENCE CONTINUING NORTH 9°22'01" EAST ALONG SAID FENCE, 22.0 FEET; THENCE SOUTH 80°37'59" EAST, LEAVING SAID FENCE, 22.8 FEET; THENCE SOUTH 9°22'01" WEST 22.0 FEET; THENCE NORTH 80°37'59" WEST 22.8 FEET TO THE TRUE POINT OF BEGINNING.

SCHEDULE 2
(DRILL & SPUR TRACK EASEMENT)

THOSE CERTAIN PARCELS OR STRIPS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE LYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REEL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT TA POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTH 15°19'08" WEST ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, 88.81 FEET TO A POINT IN THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, LAST SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 68.75 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8, LAST SAID POINT BEING TRUE POINT OF BEGINNING OF

THE LINE HEREIN TO BE DESCRIBED; THENCE SOUTHERLY AND SOUTHWESTERLY AND SOUTHERLY CONTINUING ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 3.62 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10", AN ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18' WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; SOUTH 32°19'44" WEST, TANGENT TO THE LAST SAID CURVE AT LAST SAID POINT, 161.72 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 286.483 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 177.35 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 544.20 FEET.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

ALSO, EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAID COUNTY OF SAN MATEO.

PARCEL NO. 3: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE, LAYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REAL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 92.43 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10' AND ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; AND SOUTH 32°19'44" WEST, TANGENT TO LAST SAID CURVE AT

LAST SAID POINT, 53.00 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY (WHICH TRACK DIVERGES NORTHERLY FROM SAID CENTER LING OF SAID COMPANY'S DRILL TRACK) AND THE TRUE POINT OF BEGINNING OF THE LINE HEREIN TO BE DESCRIBED; THENCE NORTHERLY ALONG SAID CENTER OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 81.00 FEET TO A POINT; NORTHERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 110.76 FEET TO A POINT; AND NORTH 9°22'01' EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 109.53 FEET.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED 30 FOOT WIDE STRIP OF LAND, HEREIN ABOVE DESCRIBED IN "PARCEL NO. 3, LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

SCHEDULE 3
(ACCESS ROADWAY EASEMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (ROADWAY AREA)

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, &5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO), SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 115.29 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8; THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE, ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 8°40'41" WEST, HAVING A RADIUS OF 5785.096 FEET, A CENTRAL ANGLE OF 0°51'24", AN ARC DISTANCE OF 86.50 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK (WHICH LIES WESTERLY OF AND WHICH DIVERGES NORTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK AND WHICH DRILL TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE), AND WHICH SAID DRILL TRACK CROSSES THE COMMON COUNTY LINE BETWEEN COUNTY OF SAN FRANCISCO AND COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID PARALLEL AND

CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 9°22'01" WEST 67.82 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 367.245 FEET, A CENTRAL ANGLE OF 16°36'08", AN ARC DISTANCE OF 106.41 FEET TO A POINT; AND SOUTH 25°58'09" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 80.17 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE SOUTHWESTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 32°19'44" WEST 107.88 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 271.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 168.08 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 356.47 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SUNNYDALE AVENUE, 66 FEET WIDE; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTH 69°24'23" WEST ALONG SAID PROLONGATION, 65.40 FEET TO A POINT IN THE MOST WESTERLY LINE OF SAID LOT NO. 8, LAST SAID POINT BEING THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN ON SAID MAP HAVING A DISTANCE OF "66.00"; THENCE NORTH 20°35'37" EAST ALONG LAST SAID WESTERLY LINE, 43.00 FEET TO A LINE PARALLEL WITH AND DISTANT 10.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY PROLONGATION OF THE CENTER LINE OF SAID SUNNYDALE AVENUE; THENCE SOUTH 69°24'23" EAST ALONG LAST SAID PROLONGATION, 13.70 FEET TO A POINT; THENCE EASTERLY AND NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 42°50'23", AN ARC DISTANCE OF 130.85 FEET TO A POINT IN A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE NORTHEASTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 67°45'14" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 246.15 FEET TO A POINT; NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 251.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 155.71 FEET TO A POINT; AND NORTH 32°19'44" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 106.77 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK; THENCE NORTHERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 79.06 FEET TO A POINT; NORTHEASTERLY AND NORTHERLY ON A CURVE TO THE LEFT TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 347.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 100.62 FEET TO A POINT; AND NORTH 9°22'01" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 67.27 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 95.00 FEET WESTERLY, MEASURED RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTHERLY ALONG LAST SAID CONCENTRIC LINE, ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT BEARS NORTH 7°49'17" EAST, HAVING A RADIUS OF 5805.096 FEET, A CENTRAL ANGLE OF 0°53'19", AN ARC DISTANCE OF 90.03 FEET TO SAID NORTHERLY LINE OF SAID LOT NO. 8; THENCE SOUTH 72°09'01" EAST ALONG LAST SAID NORTHERLY LINE, 20.26 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.519 OF AN ACRE, MORE OR LESS.

INGRESS/EGRESS AREA

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 4, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS AT PAGE 40, IN THE OFFICE OF THE COUNTY RECORDERS OF THE CITY AND COUNTY OF SAN FRANCISCO, LYING SOUTHERLY OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT NO. 7 OF SAID PARCEL MAP.

EXHIBIT 5

TO

VERIFIED COMPLAINT TO QUIET TITLE, FOR DECLARATORY RELIEF AND FOR PRELIMINARY AND PERMANENT INJUNCTION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court

Description of Exhibit:

Application Packet for Preliminary Project Assessment Submitted by Martin Building Company to San Francisco Planning Department dated May 8, 2015

EXHIBIT 5

RECEIVED DATE: For Staff Use only	
ISSUE BY DATE: For Staff Use only	

SAN FRANCISCO PLANNING DEPARTMENT

APPLICATION PACKET FOR

Preliminary Project Assessment

Planning Department
1650 Mission Street
Suite 400
San Francisco, CA
94103-9425

T: 415.558.6378
F: 415.558.6409

Planning Department staff are available to advise you in the preparation of this application. Call (415) 558-6377 for further information.

WHAT IS A PRELIMINARY PROJECT ASSESSMENT?

The Preliminary Project Assessment (PPA) is a preliminary process that evaluates moderate to large projects before development applications are filed. This early viewing of the project provides sponsors with feedback and procedural instructions, and also allows staff to coordinate at the beginning in the development process. The PPA application is not a development application. Issuance of a PPA letter is not a development approval or denial.

WHEN IS A PRELIMINARY PROJECT ASSESSMENT NECESSARY?

A PPA is required for any project that is

1) creating 7 or more dwelling units, and/or

2) changes of use of 25,000 square feet or more, and/or

3) constructing a new non-residential building or addition of 10,001 square feet or more.

The Department may also request other complex projects not meeting these thresholds to undergo a PPA.

HOW DOES THE PROCESS WORK?

PPA applications must be submitted in person at the Planning Information Center, 1660 Mission Street, first floor, with the required materials along with a check payable to the Planning Department. (Please consult the current fee schedule, available at the Planning Information Center.) The application will not be accepted by mail, messenger or at the Planning Department reception desk. Applicants may request a 30-minute meeting with the assigned planners to present and explain the proposal to Department staff. The purpose of this meeting is not for planners to provide feedback on the project, but to give applicants the opportunity to clearly present the project to the Department. The Department will issue a PPA letter to the applicant within 90 days. Revising or submitting new materials may result in a restart of the 90-day timetable. The letter includes procedural requirements (applications, approvals, etc.) and general comments on design and other significant issues. The letter is valid for a period of 18 months. Sponsors may elect to schedule one project review meeting with Department staff within 30 days of the issuance of the PPA letter.

An Environmental Evaluation ("EE") application will be accepted for filing concurrently with PPA applications, rather than only after PPA letter issuance. To the extent appropriate, EE applications submitted prior to the PPA letter issuance should be amended to address input from the PPA letter.

WHO MAY APPLY FOR A PRELIMINARY PROJECT ASSESSMENT?

Any property owner or authorized agent of a property owner may file a PPA application.

INSTRUCTIONS:

1. Please fill out the attached Application for a PPA. If the applicant in this case is the authorized agent of the property owner, rather than the owner, a letter signed by the owner and creating or acknowledging that agency must be attached and included in the application for the PPA.

2. In all cases the application must be accompanied by **two** sets of 11 x 17 inch plans sufficient for proper PPA review, as well as an electronic copy of the completed application and plans. A **plot plan** is required, showing accurately the subject lot and adjacent lots, and existing and proposed structures on both the subject property and on immediately adjoining properties, open spaces, driveways, parking areas, trees, and land contours where relevant. Where the size or use of floor areas is material to the project, **floor plans** will also be required. Drawings of building **elevations** must be provided, even if they lack facade details.

   Basic 3D representations of the project are also helpful. The Department staff can assist in determining what plans are required. The plans must be dimensioned or include an accurate scale, and should also include a north arrow and a legend for relevant symbols and/or notes.

3. **Photographs**, unmounted, large enough to show the nature of the property, but not over 8 1/2 x 14 inches are helpful in reviewing PPA applications.

4. All plans and other exhibits submitted with this application will be retained as part of the permanent public record in this PPA.

5. **Planning Code Fees**: Please refer to the Planning Department Fee Schedule for fees related to this application. The Fee Schedule may be obtained from the Planning Department's website at www.sfgov.org/planning or in person at the Public Information Counter (PIC) located at 1660 Mission Street, San Francisco, CA 94103. For questions related to the Fee Schedule, please call the PIC at 415.558.6377. The PPA fee will be credited to a subsequent development application fee for the same project. However, time and materials will be charged if staff costs exceed the initial fee.

To file your Preliminary Project Assessment application, submit in person at the Planning Information Center, 1660 Mission Street, first floor, with the required materials along with a check payable to the Planning Department. The application will not be accepted at the PIC if incomplete, and will not be accepted by mail, messenger or at the Planning Department reception desk.

1. Owner/Applicant Information

PROPERTY OWNER'S NAME:		
Martin Building Company		
ADDRESS:	ZIP CODE:	TELEPHONE:
14 Mint Plz, 5th Floor, San Francisco	94103	(415)442.4800
PROPERTY OWNER'S EMAIL:		
julie@martinbuilding.com		

APPLICANT'S NAME:		
Same as Above ☐ Reuben, Junius and Rose: Andrew Junius		
ADDRESS:	ZIP CODE:	TELEPHONE:
One Bush Street, Suite 600, San Francisco	94104	(415)567-9000
APPLICANT'S EMAIL:		

CONTACT FOR PROJECT INFORMATION:		
Same as Above Owner ☐ or Applicant ■		
ADDRESS:	ZIP CODE:	TELEPHONE:
		( )
CONTACT PERSON EMAIL:		

Request a meeting with PPA planner(s)? YES ☑ NO ☐

2. Location and Classification

STREET ADDRESS OF PROJECT:	ZIP CODE:
2201 Bayshore Blvd	94134
CROSS STREETS:	
Blanken Ave	

ASSESSORS BLOCK/LOT:	LOT DIMENSIONS:	LOT AREA (SQ FT):	ZONING DISTRICT:	HEIGHT/BULK DISTRICT:
5087 / 004/5	~86'x	49,532	MUG*	

*Project Sponsor will request a change in zoning from M-1 to MUG

3. Project Description

Please Check

New Construction ■ Demolition ☐ Alteration ☐ Change of Use ☐ Change of Hours ☐ Other ☐

Describe what is to be done:

Construction of two new residential buildings, with the south building being 7 stories above grade with 2 below grade parking levels, and the north building being 6 stories above grade with 2 below grade storage levels.

Additions to Building: Rear ☐ Front ☐ Height ☐ Side Yard ☐

Present or Previous Use: .....

Proposed Use: .....

4. Project Summary Table

If you are unsure of the final size of the project, provide maximum estimates.

	EXISTING USES:	EXISTING USES TO BE RETAINED:	NET NEW CONSTRUCTION AND/OR ADDITION:	PROJECT TOTALS:
GROSS SQUARE FOOTAGE (GSF)				
Residential				
Retail				
Office				
Industrial/PDR *Production, Distribution, & Repair*				
Parking				
Other (Specify Use)				
TOTAL GSF				
PROJECT FEATURES				
Dwelling Units				
Hotel Rooms				
Parking Spaces				
Loading Spaces				
Number of Buildings				
Height of Building(s)				
Number of Stories				

Please describe any additional project features that are not included in this table:
(Attach a separate sheet if more space is needed)

The Project was included in the Visitaction Valley and Schlage Lock Plan area and proposed for re-zoning, but it was omitted when the Plan's re-zoning legislation was passed in 2014. To allow development on the site consistent with the purposes and policies of the Visitacion Valley and Schlage Lock Plan, the Project will require re-zoning from M-1 to MUD, from 40-X height and bulk district to 57-X and 68-X, and from Zone 1 to Zone 2 of the Visitaction Valley/Schlage Lock SUD.

5. Additional Project Information

Please answer each question to the best of your ability. If the answer is unknown, please state so and provide a brief explanation. Please note that providing more information about the proposed project may result in additional and/or more detailed feedback from the Department.

1. Would the project involve a major alteration of a structure constructed 45 or more years ago or a structure in an historic district? ☐ YES ☐ NO

2. Would the project involve demolition of a structure constructed 45 or more years ago or a structure located in an historic district? ☐ YES ☐ NO

3. Would the project result in excavation or soil disturbance/modification? ☐ YES ☐ NO

   If yes, how many feet below grade would be excavated? South Building: Approx. 14' / North Building: Approx 20'

   What type of foundation would be used (if known)? _____

4. Is the project site located in an area of potential geotechnical hazard as identified in the San Francisco General Plan or on a steep slope or would the project be located on a site with an average slope of 20% or more? ☐ YES ☐ NO

5. Would the project result in ground disturbance of 5,000 gross square feet or more? ☐ YES ☐ NO

6. Would the project result in a construction of a structure 80 feet or higher? ☐ YES ☐ NO

7. Would the project impact any public property or right(s)-of-way? ☐ YES ☐ NO

8. For any project site that is located on the Maher map or is suspected of containing hazardous materials (based on a previous use such as gas station, auto repair, dry cleaners, or heavy manufacturing, or a site with underground storage tanks): ☐ YES ☐ NO
   Would the project involve soil disturbance of any amount (including grading or minor excavation for utilities) or a change of use from industrial to commercial/residential?

   If yes, please describe and provide the amount of soil disturbance in cubic yards. _____
   AND
   If yes, please describe.

9. Is the project related to a larger project, series of projects, or program? ☐ YES ☐ NO

   If yes, please describe.

10. Is the project in a Community Plan Area (for example, Market/Octavia)? If yes, please identify the area. ☐ YES ☐ NO

Estimated Construction Costs

TYPE OF APPLICATION: Preliminary Project Assessment	
OCCUPANCY CLASSIFICATION: R-2, S-2	
BUILDING TYPE: Type I	
TOTAL GROSS SQUARE FEET OF CONSTRUCTION: See table.	BY PROPOSED USES: See table.
ESTIMATED CONSTRUCTION COST: Appx. $30 million.	
ESTIMATE PREPARED BY: Project Sponsor	
FEE ESTABLISHED: $4,853	

Applicant's Affidavit

Under penalty of perjury the following declarations are made:
a: The undersigned is the owner or authorized agent of the owner of this property.
b: The information presented is true and correct to the best of my knowledge.
c: The other information or applications may be required.

Signature: _____ Date: May 8, 2015

Print name, and indicate whether owner, or authorized agent:

Mark Loper, Reuben, Junius & Rose, LLP

Owner / Authorized Agent (circle one)

Application Submittal Checklist

Applications listed below submitted to the Planning Department must be accompanied by this checklist and all required materials. The checklist is to be completed and **signed by the applicant or authorized agent and a Department staff person.**

APPLICATION MATERIALS	CHECKLIST
Application, with all blanks completed	☐
300-foot radius map, if applicable	■
Address labels (original), if applicable	■
Address labels (copy of the above), if applicable	■
Site Plan	☐
Floor Plan	☐
Elevations	☐
Section 303 Requirements (shown on info. sheet)	■
Prop. M Findings	■
Photographs	☐
Check payable to Planning Dept.	☐
Application signed by owner or agent	☐
Letter of authorization for agent	☐
Electronic copy of required materials	☐

NOTES:

☐ Required Material. Write "N/A" if you believe the item is not applicable, (e.g. letter of authorization is not required if application is signed by property owner.)

■ Typically would not apply. Nevertheless, in a specific case, staff may require the item.

Some applications will require additional materials not listed above. The above checklist does not include material needed for Planning review of a building permit. The "Application Packet" for Building Permit Applications lists those materials.

No application will be accepted by the Department unless the appropriate items on this checklist is completed. Receipt of this checklist, the accompanying application, and required materials by the Department serves to open a Planning file for the proposed project. After the file is established it will be assigned to a planner. At that time, the planner assigned will review the application to determine whether it is complete or whether additional information is required in order for the Department to make a decision on the proposal.

Acknowledgement and Signatures

OTHER APPLICATIONS THAT MAY BE REQUIRED:

By signing below, I acknowledge: That I have read and completed this form in its entirety; that I understand that receipt of these materials by the Department does not mean that the application has been accepted as complete; that all of the information provided in this application is accurate.

Signature: _____ Date: May 8, 2015

Print name, and indicate whether owner, or authorized agent:

Mark Loper, Reuben, Junius & Rose, LLP

Owner / Authorized Agent (circle one)

For Department Use Only

Application received by Planning Department:

By: _____ Date: _____

SAN FRANCISCO
PLANNING
DEPARTMENT

FOR MORE INFORMATION:
Call or visit the San Francisco Planning Department

Central Reception
1650 Mission Street, Suite 400
San Francisco, CA 94103-2479

TEL: **415.558.6378**
FAX: **415.558.6409**
WEB: **http://www.sfplanning.org**

Planning Information Center (PIC)
1660 Mission Street, First Floor
San Francisco, CA 94103-2479

TEL: **415.558.6377**
Planning staff are available by phone and at the PIC counter. No appointment is necessary.

MARTIN
BUILDING CO

May 5, 2015

Department of City Planning
City and County of San Francisco
1650 Mission Street
San Francisco, California 941030-2414

Re:	**Property Address:**	**2201 Bayshore Boulevard**
	Block/Lot:	**Block 5087, Lot 004 and portion of Lot 005**
	Applicant:	**Martin Building Company**
	Subject:	**Project Applications and Processing**

Dear Planning Department

Martin Building Company, owner of the above referenced property, hereby authorizes Reuben, Junius & Rose, LLP and its affiliated entities, employees, and agents, to take all necessary action, including but not limited to the signing of documents and the filing of applications, required to obtain entitlements and/or complete environmental review for a project at the above-referenced property.

Sincerely,

Martin Building Company
Julie Heinzler, AIA

By: _____

Title: Director of Architecture

14 MINT PLAZA FIFTH FLOOR SAN FRANCISCO CALIFORNIA 94103
TELEPHONE 415.442.4800 FACSIMILE 415.442.4811 WWW.MARTINBUILDING.COM

MARTIN BUILDING COMPANY
14 Mint Plaza, 5th Floor
SAN FRANCISCO, CA 94103

East West Bank
369-9th Street
Oakland, CA 94607

21304

18-7038/3220

**** FOUR THOUSAND EIGHT HUNDRED FIFTY THREE AND 00/100 DOLLARS

TO THE ORDER OF

05/06/2015 $4,853.00***

San Francisco Planning Department
1650 MISSION STREET STE 400
SAN FRANCISCO, CA 94103

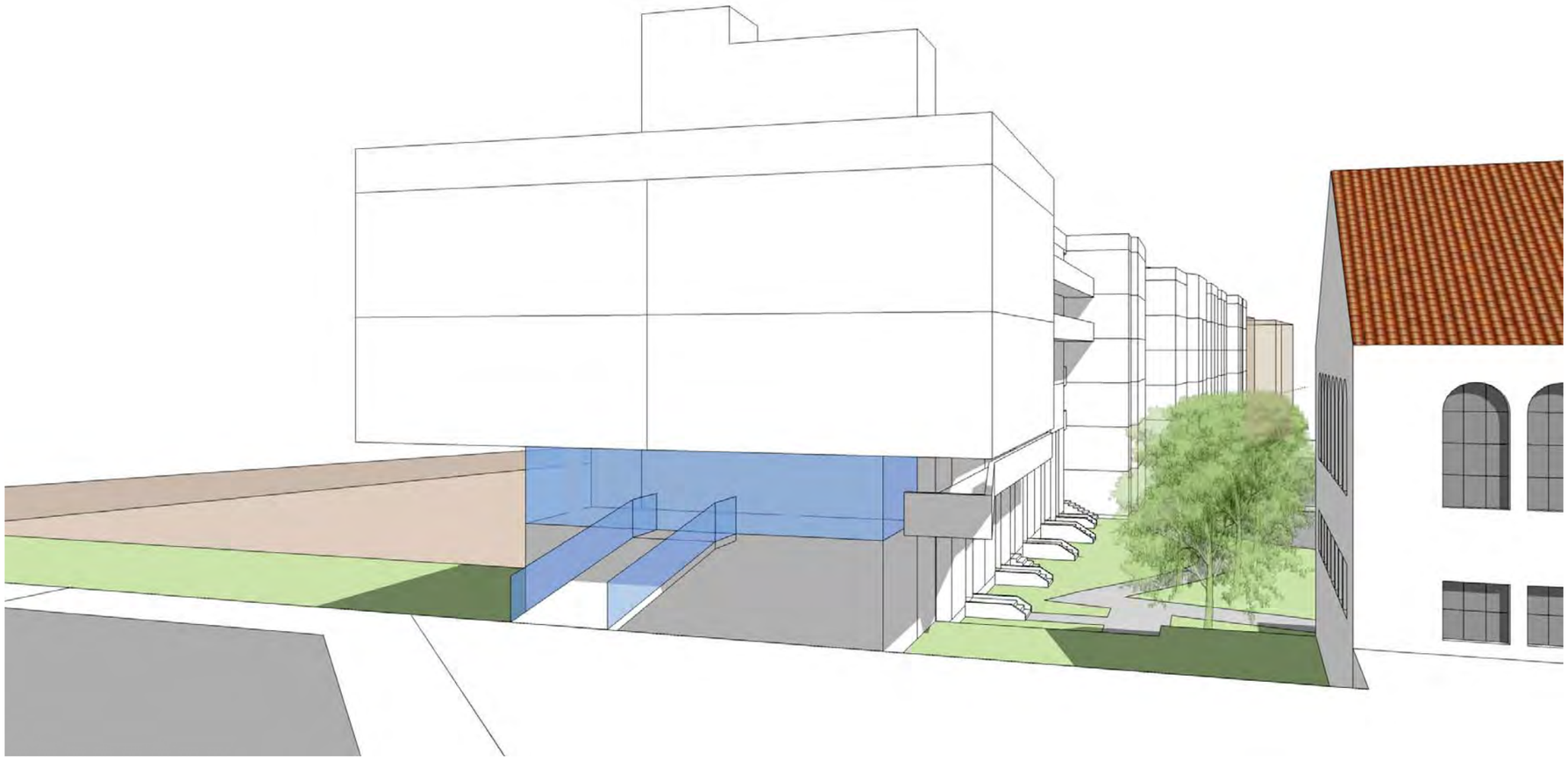
THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT

⑈021304⑈ ⑆322070381⑆84800994⑈

DATE:05/06/2015 CK#:21304 TOTAL:$4,853.00*** BANK:East West checking(mbcckng)
PAYEE:San Francisco Planning Department(sfplan)

Job(Prop)	Categ(Acct)	Invoice - Date	Description	Amount
2201baysh(mbc)	1525 (5050)	05/04/15-05/04/2015		4,853.00
				4,853.00

COPYRIGHT © 2015 BAR architects



BLANKEN AVENUE

APPLICATION FOR PRELIMINARY PROJECT ASSESSMENT
MAY 6, 2015

PROJECT VOLUNTARILY INCREASES ON-SITE AFFORDABILITY PROVISION TO 20%

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com
martinbuildingcompany

[FILE NAME: - 2:\14093 SCHAGE LOCKS\PANARDOR 4F CAD_CURRENT\PDOT REGTB 8X8 LAYOUT.DWG] [TAB: - 34X22 PR] [May 04, Monday 2015 - 6:17pm] [PrintedBy: PHEDCOCK] [PenSetKey: Full 096]
[XREF FILE NAME: - W:\11 PEN_W:\11 PEN\DWG\ W:\14 SCHLAGE LOCKS\PANARDOR 4F CAD\XREF\ W:\14 SCHLAGE LOCKS\PANARDOR 4F CAD\XREF\PNL]

COPYRIGHT © 2015 BAR architects

SOUTH BUILDING STATISTICS

LEVEL	GSF	STUDIO	1 BR	2BR	TOTAL
ROOF	1,133 SF	-	-	-	-
LEVEL 7	24,003 SF	1	10	11	22
LEVEL 6	24,003 SF	1	12	12	25
LEVEL 5	24,003 SF	1	12	12	25
LEVEL 4	24,003 SF	1	12	12	25
LEVEL 3	24,003 SF	1	12	12	25
LEVEL 2	20,023 SF	1	6	8	15
LEVEL 1	23,459 SF	-	5	17	22
BASEMENT 1	30,071 SF	-	-	-	-
BASEMENT 2	30,071 SF	-	-	-	-
SOUTH TOTAL	201,313 SF	6	69	84	159

NORTH BUILDING STATISTICS

LEVEL	GSF	STUDIO	1 BR	2BR	TOTAL
ROOF	301 SF	-	-	-	-
LEVEL 6	7,266 SF	-	6	2	8
LEVEL 5	9,286 SF	-	6	4	10
LEVEL 4	9,286 SF	-	6	4	10
LEVEL 3	7,646 SF	-	6	2	8
LEVEL 2	5,385 SF	-	-	2	2
LEVEL 1	7,574 SF	-	-	8	8
BASEMENT 1	9,160 SF	-	-	-	-
BASEMENT 2	9,160 SF	-	-	-	-
NORTH TOTAL	65,064 SF	-	24	22	46
PROJECT TOTAL:	**266,377 SF**	**6**	**93**	**106**	**205**
UNIT MIX %		3.0%	45.3%	51.7%	100%

TOTAL RESIDENTIAL UNIT GSF: 180,351 GSF (EXCLUDING CIRCULATION, MEP, COMMON, ETC.)

TOTAL PARKING

SOUTH BASEMENT LEVEL 1

PARKING SPACES: 41 SPACES (INCLUDING 3 ACCESSIBLE)

PARKING STACKERS: 45 STACKER SPACES

SOUTH BASEMENT LEVEL 2

PARKING SPACES: 68 SPACES

CAR-SHARE SPACES: 2 CAR-SHARE SPACES

GRAND TOTAL: 154 SPACES (0.75/UNIT, EXCLUDING CAR SHARE)
156 SPACES, INCLUDING CAR SHARE SPACES

BICYCLE SPACES:

CLASS-1 126 SPACES (1 SPACE FOR EVERY UNIT UP TO 100, THEN 1 SPACE FOR EVERY 4 UNITS)

CLASS-2 10 SPACES (205 DU / 20 SPACES per DU = 10.25 [ROUND DOWN TO 10])

OPEN SPACE STATISTICS (CONTRIBUTING AREA):

205 DU * 80 SF/DU = 16,400 SF REQUIRED

	COMMON
RAYMOND OPEN SPACE:	2,519 SF
SOLARIUM:	1,452 SF
ROOF DECK SOUTH:	10,550 SF
ROOF DECK NORTH:	1,967 SF
TOTAL	16,488 SF

80.4 SF OF OPEN SPACE / UNIT (80 SF / UNIT REQUIRED)

PROPERTY SUMMARY

PARCEL# (BLOCK/LOT): 5087-004, 5087-005 (PARTIAL). PARTIAL LOT 005 TO BE COMBINED WITH LOT 004.
PROJECT LOT AREA: 35,993 SF (PER SURVEY)
NEIGHBORHOOD: VISITACION VALLEY
ADDRESS: BLANKEN AVENUE, SAN FRANCISCO, CA 94134

PROPOSED ZONING SUMMARY

ZONING DISTRICT:	SEC.840	MUG - MIXED USE GENERAL*
HEIGHT & BULK DISTRICT:	SCHLAGE LOCK D4D	57-X, 68-X,
REAR YARD:	SEC.134.1	25% LOT DEPTH, BUT IN NO CASE LESS THAN 15 FEET
REAR YARD MODIFICATION:	SEC 329	APPLIES
STREET FRONTAGE:	SEC.145.1	REQUIRED
STREET FRONTAGE -	SEC.145.1.c.1	MINIMUM 25 FEET SETBACK ON GROUND FLOOR, 15 FEET ON FLOORS ABOVE ABOVE GRADE PARKING
STREET FRONTAGE -	SEC.145.1.c.2	PARKING AND LOADING ACCESS RESTRICTIONS
STREET FRONTAGE -	SEC.145.1.c.3	REQUIREMENTS APPLY ACTIVE USES REQUIRED
STREET FRONTAGE -	SEC.145.1.c.4.A	MINIMUM FLOOR-TO-FLOOR HEIGHT OF 17 FEET AT NON-RESIDENTIAL GROUND FLOOR CEILING HEIGHT
FLOOR AREA RATIO:	SEC.124.	3.0 TO 1 (RESIDENTIAL SF EXEMPT)
COMMERCIAL OFF-STREET PARKING:	SEC.843.11	NONE REQUIRED. LIMITS SET FORTH IN SEC.151.1
OFF-STREET FREIGHT LOADING:	SEC.152.	ONE REQUIRED. NONE REQUIRED IF COMMERCIAL GROSS FLOOR AREA IS LESS THAN 10,000 SF AND RESIDENTIAL IS LESS THAN 100,000 SF (OFF STREET LOADING REQUIRED)
RESIDENTIAL DENSITY	SEC.840.24	NO DENSITY LIMIT
RESIDENTIAL UNIT MIX	SEC.840.25	40% OF ALL DWELLING UNITS MUST CONTAIN TWO OR MORE BEDROOMS OR 30% THREE BEDROOMS
RESIDENTIAL OPEN SPACE:	SEC.840.11	80 SQ. FT. PER UNIT IF PRIVATE, 54 SQ. FT. IF PUBLICLY ACCESSIBLE
RESIDENTIAL PARKING:	SEC.840.08	NONE REQUIRED. LIMITS SET FORTH IN SEC.151.1 - FOR DWELLING UNITS AT LEAST 1,000 SQ. FT. IN SIZE WITH TWO OR MORE BEDROOMS, 1 CAR IS PERMITTED FOR FOR OTHER UNITS, UP TO 0.75 CARS FOR EACH UNIT IS PERMITTED.
EACH UNIT.		
CAR-SHARE PARKING:	SEC.166.d.1	2 CAR-SHARE SPACE REQUIRED
BICYCLE PARKING	SEC.155.2	ONE CLASS 1 SPACE FOR EACH UNIT UP TO 100 SPACES, AND ONE ADDITIONAL SPACE FOR EVERY FOUR UNITS OVER 100 UNITS. ONE CLASS 2 SPACE FOR EACH 20 UNITS.

*PROJECT SPONSOR WILL REQUEST A CHANGE IN ZONING FROM M-1 TO MUG IN ORDER TO MAKE ITS ZONING CONSISTENT WITH SURROUNDING PROPERTIES, WHICH WERE RE-ZONED IN 2014 PURSUANT TO THE VISITACION VALLEY/SCHLAGE LOCK PLAN.

SUSTAINABILITY

THIS PROJECT WILL PURSUE LEED FOR HOMES PLATINUM.

UNIT AVERAGE SIZES (GROSS)

STUDIO	500 GSF
1-BEDROOM	735 GSF
2-BEDROOM	1,004 GSF

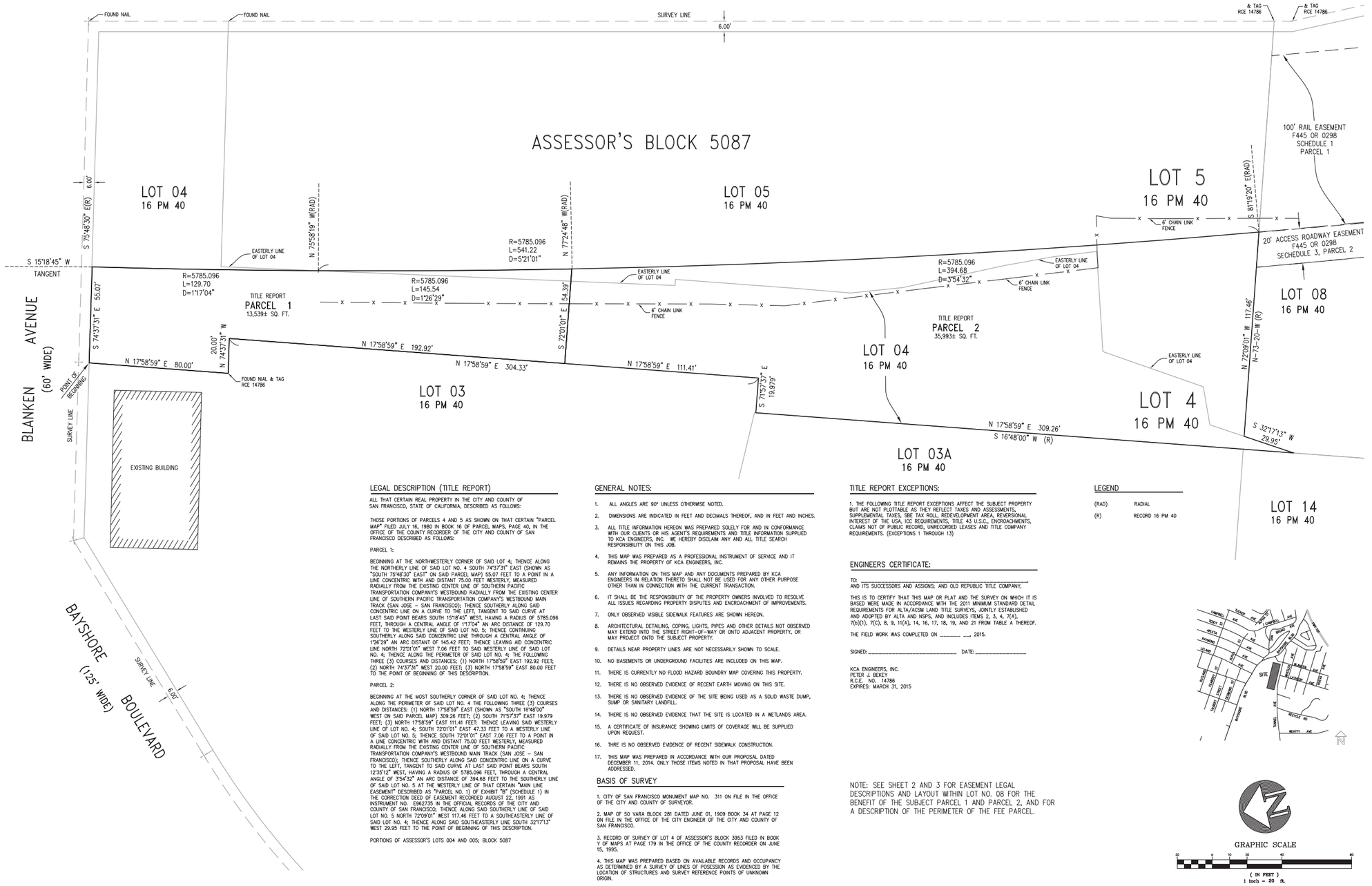
[FILE NAME: - 214000 SCHLAGE LOCK\DRAWINGS_M CAD_CURRENT*PIVOT FILES\TB (BSR LAYOUT DWG) [1:48 - 34X22 PR] [May 04 - Monday 2015 - 6:17pm] [Penhe\by - PHE\DOCDOC1] [Pen Setting - Full 096]
[XREF FILE NAME: - \\W7-11\TB\DWG \\NX4\DEPS \\NX4\DEPS \\NX4\PB\DWG]

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 05.06.15

COPYRIGHT © 2015 BAR architects



LEGAL DESCRIPTION (TITLE REPORT)

ALL THAT CERTAIN REAL PROPERTY IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCELS 4 AND 5 AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS, PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT NO. 4 SOUTH 74°37'31" EAST (SHOWN AS "SOUTH 75°48'30" EAST" ON SAID PARCEL MAP) 55.07 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE – SAN FRANCISCO); THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 15°18'45" WEST, HAVING A RADIUS OF 5785.096 FEET, THROUGH A CENTRAL ANGLE OF 1°17'04" AN ARC DISTANCE OF 129.70 FEET TO THE WESTERLY LINE OF SAID LOT NO. 5; THENCE CONTINUING SOUTHERLY ALONG SAID CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 1°26'29" AN ARC DISTANT OF 145.42 FEET; THENCE LEAVING AD CONCENTRIC LINE NORTH 72°01'01" WEST 7.06 FEET TO SAID WESTERLY LINE OF SAID LOT NO. 4; THENCE ALONG THE PERIMETER OF SAID LOT NO. 4; THE FOLLOWING THREE (3) COURSES AND DISTANCES; (1) NORTH 17°58'59" EAST 192.92 FEET; (2) NORTH 74°37'31" WEST 20.00 FEET; (3) NORTH 17°58'59" EAST 80.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL 2:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT NO. 4; THENCE ALONG THE PERIMETER OF SAID LOT NO. 4 THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 17°58'59" EAST (SHOWN AS "SOUTH 16°48'00" WEST ON SAID PARCEL MAP) 309.26 FEET; (2) SOUTH 71°57'37" EAST 19.979 FEET; (3) NORTH 17°58'59" EAST 111.41 FEET: THENCE LEAVING SAID WESTERLY LINE OF LOT NO. 4; SOUTH 72°01'01" EAST 47.33 FEET TO A WESTERLY LINE OF SAID LOT NO. 5; THENCE SOUTH 72°01'01" EAST 7.06 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE – SAN FRANCISCO); THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 12°35'12" WEST, HAVING A RADIUS OF 5785.096 FEET, THROUGH A CENTRAL ANGLE OF 3°54'32" AN ARC DISTANCE OF 394.68 FEET TO THE SOUTHERLY LINE OF SAID LOT NO. 5 AT THE WESTERLY LINE OF THAT CERTAIN "MAIN LINE EASEMENT" DESCRIBED AS "PARCEL NO. 1) OF EXHIBIT "B" (SCHEDULE 1) IN THE CORRECTION DEED OF EASEMENT RECORDED AUGUST 22, 1991 AS INSTRUMENT NO. E962735 IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT NO. 5 NORTH 72°09'01" WEST 117.46 FEET TO A SOUTHEASTERLY LINE OF SAID LOT NO. 4; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 32°17'13" WEST 29.95 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

PORTIONS OF ASSESSOR'S LOTS 004 AND 005; BLOCK 5087

GENERAL NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
2. DIMENSIONS ARE INDICATED IN FEET AND DECIMALS THEREOF, AND IN FEET AND INCHES.
3. ALL TITLE INFORMATION HEREON WAS PREPARED SOLELY FOR AND IN CONFORMANCE WITH OUR CLIENTS OR HIS AGENT'S REQUIREMENTS AND TITLE INFORMATION SUPPLIED TO KCA ENGINEERS, INC. WE HEREBY DISCLAIM ANY AND ALL TITLE SEARCH RESPONSIBILITY ON THIS JOB.
4. THIS MAP WAS PREPARED AS A PROFESSIONAL INSTRUMENT OF SERVICE AND IT REMAINS THE PROPERTY OF KCA ENGINEERS, INC.
5. ANY INFORMATION ON THIS MAP AND ANY DOCUMENTS PREPARED BY KCA ENGINEERS IN RELATION THERETO SHALL NOT BE USED FOR ANY OTHER PURPOSE OTHER THAN IN CONNECTION WITH THE CURRENT TRANSACTION.
6. IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS INVOLVED TO RESOLVE ALL ISSUES REGARDING PROPERTY DISPUTES AND ENCROACHMENT OF IMPROVEMENTS.
7. ONLY OBSERVED VISIBLE SIDEWALK FEATURES ARE SHOWN HEREON.
8. ARCHITECTURAL DETAILING, COPING, LIGHTS, PIPES AND OTHER DETAILS NOT OBSERVED MAY EXTEND INTO THE STREET RIGHT-OF-WAY OR ONTO ADJACENT PROPERTY, OR MAY PROJECT ONTO THE SUBJECT PROPERTY.
9. DETAILS NEAR PROPERTY LINES ARE NOT NECESSARILY SHOWN TO SCALE.
10. NO BASEMENTS OR UNDERGROUND FACILITIES ARE INCLUDED ON THIS MAP.
11. THERE IS CURRENTLY NO FLOOD HAZARD BOUNDRY MAP COVERING THIS PROPERTY.
12. THERE IS NO OBSERVED EVIDENCE OF RECENT EARTH MOVING ON THIS SITE.
13. THERE IS NO OBSERVED EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
14. THERE IS NO OBSERVED EVIDENCE THAT THE SITE IS LOCATED IN A WETLANDS AREA.
15. A CERTIFICATE OF INSURANCE SHOWING LIMITS OF COVERAGE WILL BE SUPPLIED UPON REQUEST.
16. THRE IS NO OBSERVED EVIDENCE OF RECENT SIDEWALK CONSTRUCTION.
17. THIS MAP WAS PREPARED IN ACCORDANCE WITH OUR PROPOSAL DATED DECEMBER 11, 2014. ONLY THOSE ITEMS NOTED IN THAT PROPOSAL HAVE BEEN ADDRESSED.

BASIS OF SURVEY

1. CITY OF SAN FRANCISCO MONUMENT MAP NO. 311 ON FILE IN THE OFFICE OF THE CITY AND COUNTY OF SURVEYOR.
2. MAP OF 50 VARA BLOCK 281 DATED JUNE 01, 1909 BOOK 34 AT PAGE 12 ON FILE IN THE OFFICE OF THE CITY ENGINEER OF THE CITY AND COUNTY OF SAN FRANCISCO.
3. RECORD OF SURVEY OF LOT 4 OF ASSESSOR'S BLOCK 3953 FILED IN BOOK Y OF MAPS AT PAGE 179 IN THE OFFICE OF THE COUNTY RECORDER ON JUNE 15, 1995.
4. THIS MAP WAS PREPARED BASED ON AVAILABLE RECORDS AND OCCUPANCY AS DETERMINED BY A SURVEY OF LINES OF POSSESION AS EVIDENCED BY THE LOCATION OF STRUCTURES AND SURVEY REFERENCE POINTS OF UNKNOWN ORIGIN.
5. PRELIMINARY REPORT NO. 0227015427-DP PREPARED BY OLD REPUBLIC TITLE COMPANY DATED NOVERMBER 26, 2014, AND A FIRST REVISION.

TITLE REPORT EXCEPTIONS:

1. THE FOLLOWING TITLE REPORT EXCEPTIONS AFFECT THE SUBJECT PROPERTY BUT ARE NOT PLOTTABLE AS THEY REFLECT TAXES AND ASSESSMENTS, SUPPLEMENTAL TAXES, SBE TAX ROLL, REDEVELOPMENT AREA, REVERSIONAL INTEREST OF THE USA, ICC REQUIREMENTS, TITLE 43 U.S.C., ENCROACHMENTS, CLAIMS NOT OF PUBLIC RECORD, UNRECORDED LEASES AND TITLE COMPANY REQUIREMENTS. (EXCEPTIONS 1 THROUGH 13)

ENGINEERS CERTIFICATE:

TO: _____
AND ITS SUCCESSORS AND ASSIGNS; AND OLD REPUBLIC TITLE COMPANY,

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 7(A), 7(b)(1), 7(C), 8, 9, 11(A), 14, 16, 17, 18, 19, AND 21 FROM TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON _____ __, 2015.

SIGNED: _____ DATE: _____

KCA ENGINEERS, INC.
PETER J. BEKEY
R.C.E. NO. 14786
EXPIRES: MARCH 31, 2015

LEGEND

(RAD)	RADIAL
(R)	RECORD 16 PM 40

NOTE: SEE SHEET 2 AND 3 FOR EASEMENT LEGAL DESCRIPTIONS AND LAYOUT WITHIN LOT NO. 08 FOR THE BENEFIT OF THE SUBJECT PARCEL 1 AND PARCEL 2, AND FOR A DESCRIPTION OF THE PERIMETER OF THE FEE PARCEL.

GRAPHIC SCALE

30 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

KCA ENGINEERS, INC.
CONSULTING ENGINEERS • SURVEYORS • PLANNERS
318 BRANNAN ST. • SAN FRANCISCO, CA.94107 • (415) 546-7111 • FAX: (415) 546-9472
E-MAIL : mailbox@kcaengineers.com

APPROVED:
APPROVED:

CAD FILE	DES.	CADD
ALTA...	PUB	KB
LOCATION	CKD.	REVD.
	PUB	JH
PLOT DATE	DATE	
12.22.14	DEC 2014	
DRAWING NO.	JOB NO.	
	6046	

REVISIONS NO.	DATE	DESCRIPTION
	01.12.15	NOTE UPDATE
	01.06.15	REVISED PRELIM TITLE REPORT
	12.23.14	PRELIMINARY
	12.22.14	ORIG. KCA JOB NO. 4547

REVISIONS NO.	DATE	DESCRIPTION
	01.15.15	PRELIMINARY TO CLIENT

ALTA/ACSM LAND TITLE SURVEY OF
2201 BAYSHORE BOULEVARD
ASSESSOR'S BLOCK 5087, PORTION OF LOT 004 AND 005
SAN FRANCISCO CALIFORNIA

SCALE:
HORIZ.: 1" = 20'
VERT.:
1 OF 3

BLANKEN AVENUE | SAN FRANCISCO, CA

SITE PLAN

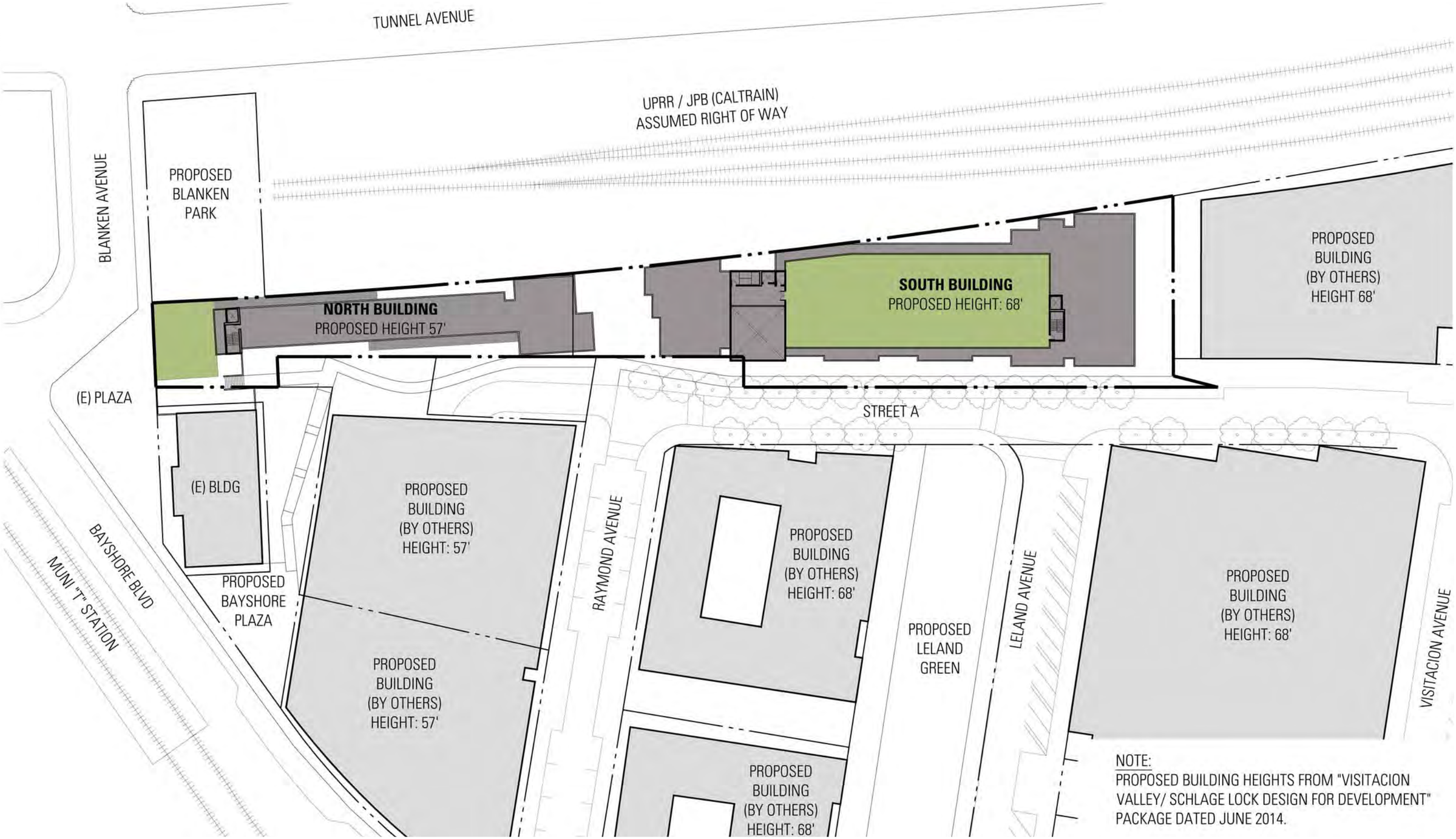
BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

14093 | 05.06.15 | 0' 15' 30' 60' 90'

3

[FILE NAME: - 214000 SCHLAGE LOCKS\DRAWINGS\ AI CAD\BEN.PKG1 FILES\B BSR LAYOUT.DWG] [748 - 24X22 PR] [May 04 - Monday 2015 - 6:17pm] [Plotted by: PHEDGCOCK] [Pen Setting: 1 of 085]
[XREF FILE NAME: - WT7 I1 PER\GIS - WORK2PER - WORK2PER\GIS]

COPYRIGHT © 2015 BAR architects



NOTE:
PROPOSED BUILDING HEIGHTS FROM "VISITACION VALLEY/ SCHLAGE LOCK DESIGN FOR DEVELOPMENT" PACKAGE DATED JUNE 2014.

BLANKEN AVENUE | SAN FRANCISCO, CA

SITE PLAN

BARarchitects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

14093 | 05.06.15 | 0' 15' 30' 60' 90'

[FILE NAME: - 2114093 SCHLAGE LOCK] [DRAWN BY: AP] [CAD: CURRENT PLOT FILE] [TIB: BSR LAYOUT.DWG] [TAB: - 3A X22 PR] [May 04, Monday 2015 - 6:17pm] [PrintedBy: PHEDCOCK] [PenSetting: Full 096]
[XREF FILE NAME: - XW111PER - XW111PERBG - XW142PER - XW142PERBG]

COPYRIGHT © 2015 BAR architects



1. View from Blanken Avenue



Site Aerial & Context



2. View from Tunnel Avenue



3. View from Bayshore Boulevard

BLANKEN AVENUE | SAN FRANCISCO, CA

SITE PHOTOS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

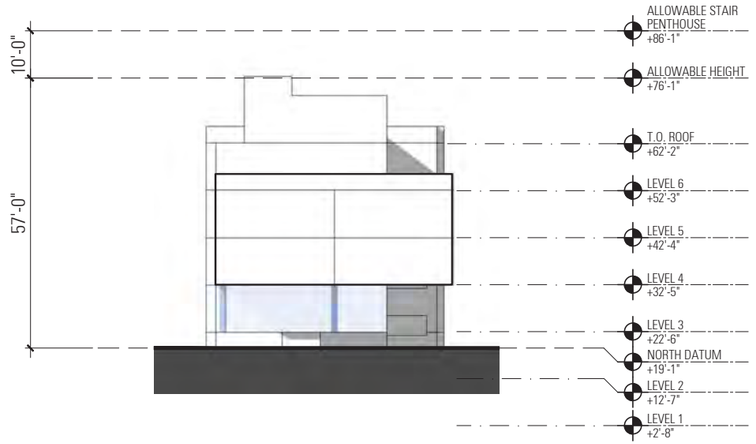
martinbuildingcompany

[FILE NAME: - 21x36X0 SIGNAGE LOCKUP DIMENSION #1 CAD-CARBON TYPOT FILES\TB JOB\LAYOUT.DWG] [1:48 - 24X22 PR] [May 04 - Monday 2015 - 6:17pm] [Plotted by: PHEDGCOCK] [Pen Setting: Full 080]
[XREF FILE NAME: - W:\11\TB\PLOT\ - W:\ACZ\PCR - W:\ACZ\PSHEL.DS]

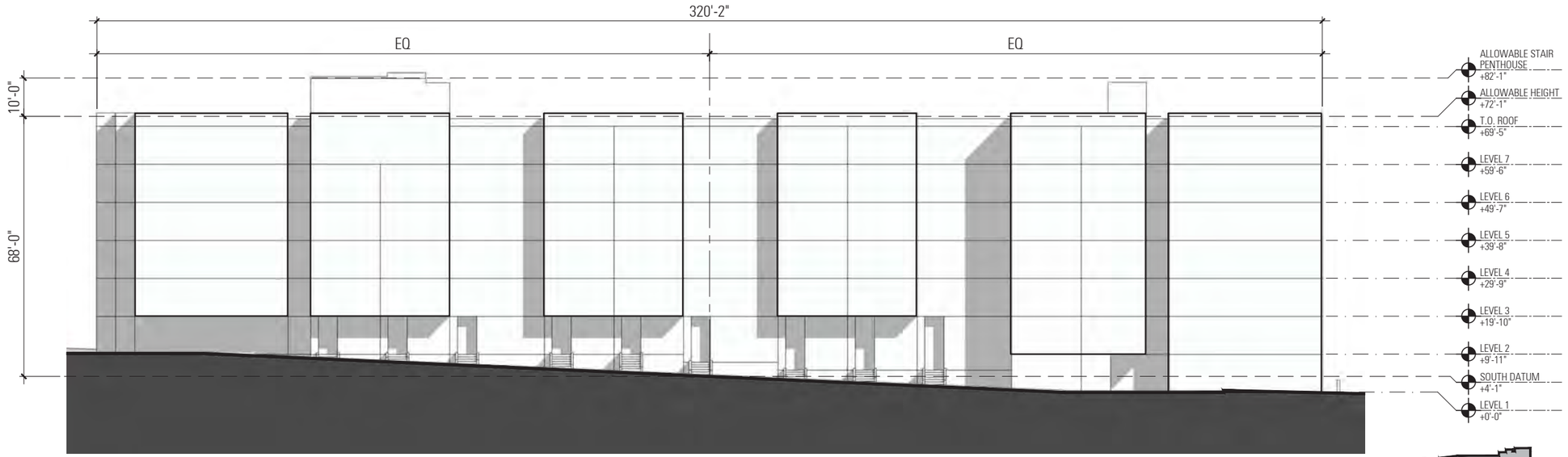
COPYRIGHT © 2015 BAR architects

BUILDING HEIGHT DIAGRAMS

- HEIGHT & BULK DISTRICT: NORTH BUILDING 57-X
  SOUTH BUILDING 68-X
- BUILDING HEIGHT COMPLIES WITH SECTION 260 REQUIREMENTS
- PER 260(B)(1)(B), ELEVATOR, STAIR AND MECHANICAL PENTHOUSES SHALL BE LIMITED TO THE TOP 10 FEET OF SUCH FEATURES WHERE THE HEIGHT LIMIT IS 65 FEET OR LESS. HOWEVER, FOR ELEVATOR PENTHOUSES, THE EXEMPTION SHALL BE LIMITED TO THE TOP 16 FEET AND LIMITED TO THE FOOTPRINT OF THE ELEVATOR SHAFT, REGARDLESS OF THE HEIGHT LIMIT OF THE BUILDING.
- HEIGHT MEASURED: NORTH BUILDING CURB HEIGHT AT BLANKEN AVENUE (PROJECT +19'-1") PER 260(a)(1)(B) & 260(a)(3)
  SOUTH BUILDING CURB HEIGHT AT A STREET (PROJECT +4'-1") PER 260(a)(1)(B)



NORTH BUILDING - NORTH ELEVATION (BLANKEN AVE)



SOUTH BUILDING - EAST ELEVATION (A STREET)

KEY PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA

BUILDING HEIGHT DIAGRAM

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com
martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'

[FILE NAME: - 214093 SIGNAGE LOCKUP\DRAWINGS\R-IR CAD_CURRENT\PDT FILES\TB_R9A LAYOUT (DWG)] [TAB: JACKZ PR] [May-04- Monday 2015 - 6:17pm] [Plotted by: PHEBGODCK] [Pen Setting: full (BW)]
[XREF FILE NAME: - WY71.PER | WY71.PER(DS) XW-XZPER | XW-XZPER(DS) XW-XZPER(LOD)]

COPYRIGHT © 2015 BAR architects

OPEN SPACE (SECTION 135 & 840.11)

CODE REQUIRED*

80 SF/DU PROVIDED AS COMMON (MIN. 15'X15' & MIN. AREA OF 300 SF)

MINIMUM OPEN SPACE REQUIRED: 205 DU X 80 SF/DU = 16,400 SF

	CONTRIBUTING	NON-CONTRIBUTING
COMMON USABLE OPEN SPACE	16,488 SF	7,757 SF
PROVIDED:	16,488 SF	7,757 SF
SUB-TOTAL	21,388 SF	
COMBINED TOTAL:		

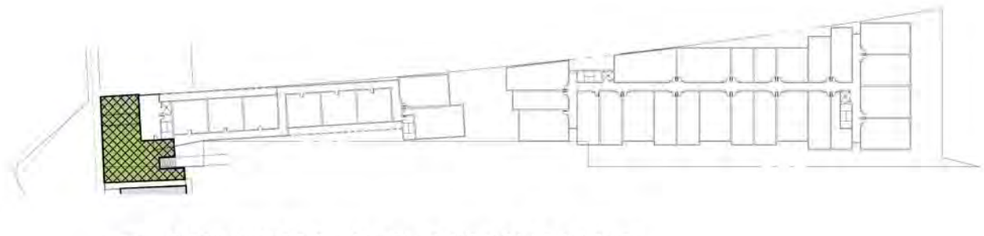
LEGEND

COMMON CONTRIBUTING

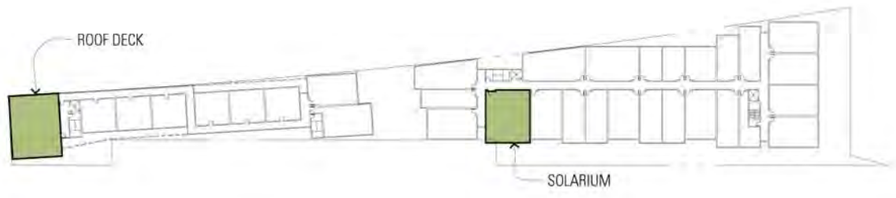
COMMON NON-CONTRIBUTING



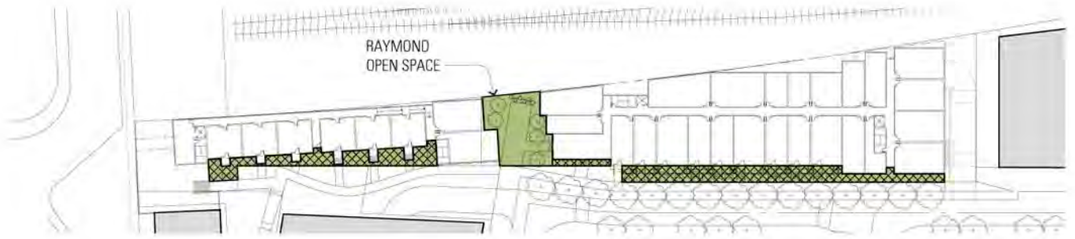
OPEN SPACE PLAN - ROOF LEVEL



OPEN SPACE PLAN - BLANKEN PLAZA LEVEL



OPEN SPACE PLAN - LEVEL 7



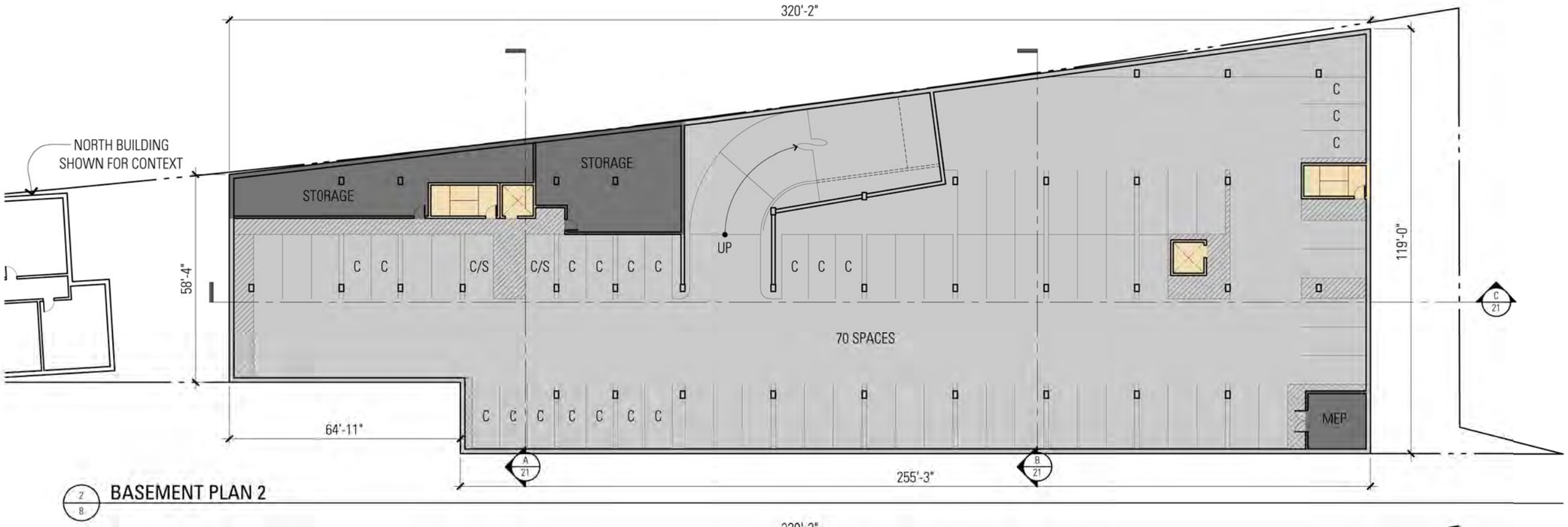
OPEN SPACE PLAN - GROUND FLOOR

[FILE NAME: - 2114005 SIGNAGE LOCKDOWNMASTER 4K CAD_CURRENT PHOT RES.STB BSR LA ROUT.DWG] [FAR: .3X22 PR] [May 04, Monday 2015 - 6:17pm] [PenSetting: Full 096]
[XREF FILE NAME: - W:\11\RD\ W:\11\RD\REGD\ W:\XLS\PRS\ W:\XLS\PRS\ ]

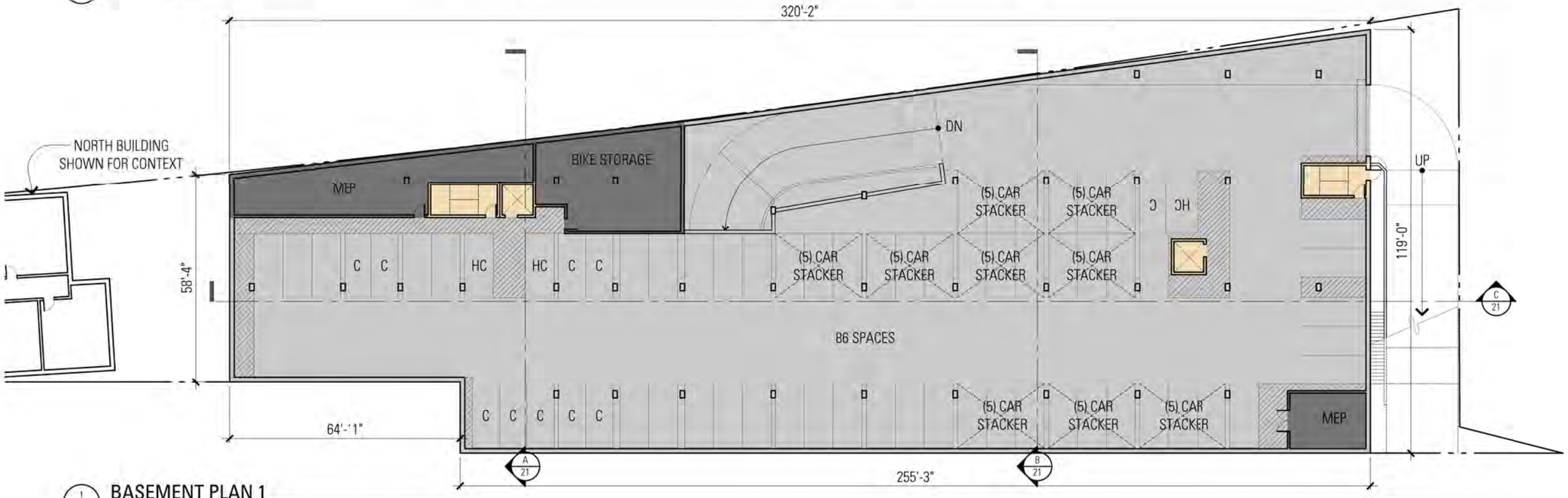
BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

COPYRIGHT © 2015 BAR architects

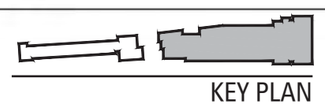


2 B BASEMENT PLAN 2



1 B BASEMENT PLAN 1

BLANKEN AVENUE | SAN FRANCISCO, CA


KEY PLAN

SOUTH BUILDING BASEMENT LEVELS

BARarchitects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'

[FILE NAME: - 2114093 SIGNAGE LOCK\DRAWINGS\ 4K CAD\ CURRENT PDCT FILES\B BSR LA\OUT\DWG] [TAB: 3A22 PR] [May 04, Monday 2015 - 6:17pm] [Plotted by: PHEDCOCK] [Pen Setting: Full 096]
[XREF FILE NAME: - W:\11\R3\ W:\11\R3\REGS\ W:\42\PS\ W:\42\PS\ ]

COPYRIGHT © 2015 BAR architects



1/9 GROUND FLOOR PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

SOUTH BUILDING GROUND FLOOR PLAN

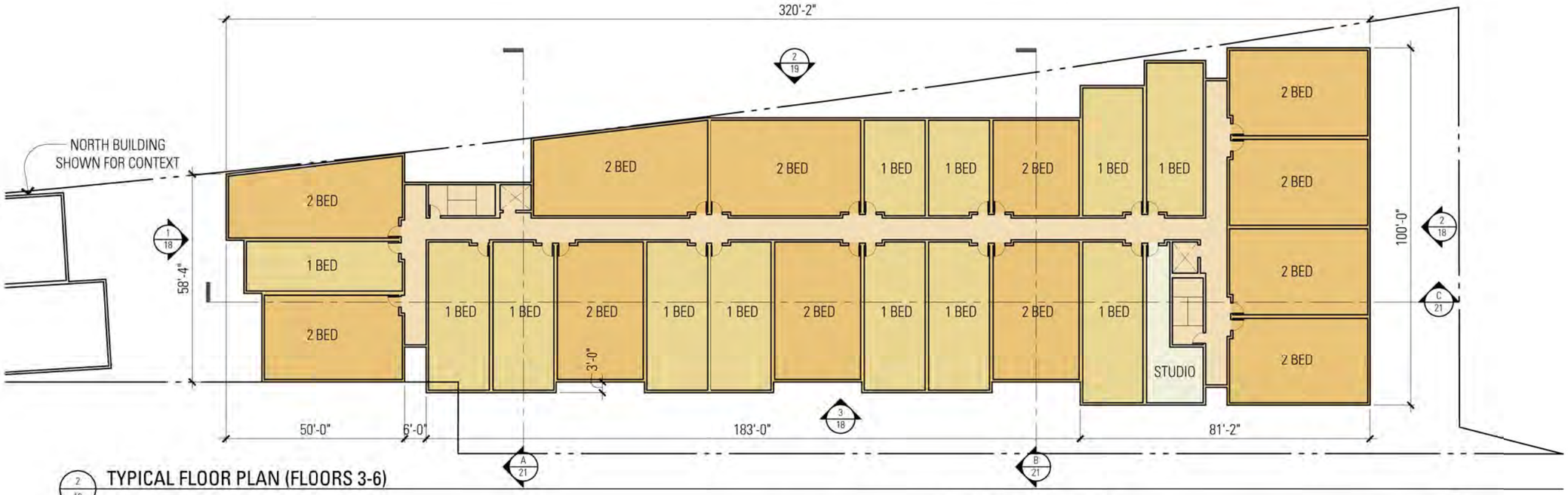
BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

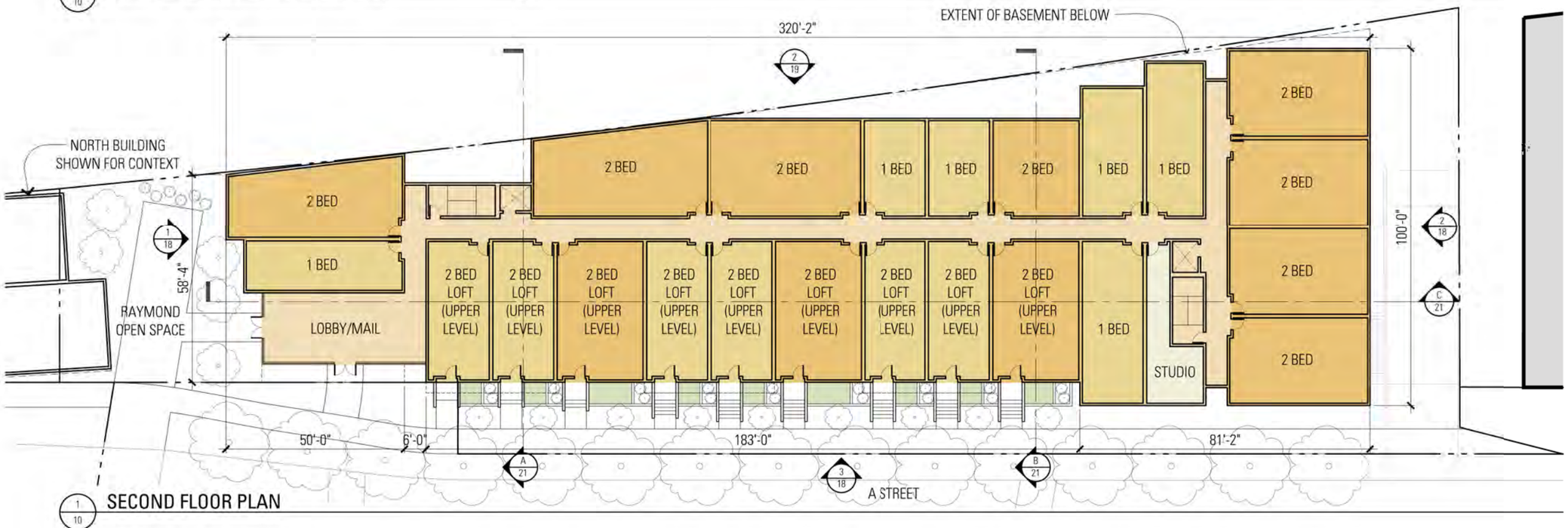
14093 | 05.06.15 | 0' 8' 16' 32' 48'

[FILE NAME: - 21400 SPEAR& LOCK/P/MANSION #1 CAD_CURRENT PHOT FILES/B FOR LAYOUT.DWG] [TAB: - 3A22 PR] [May 04 - Monday 2015 - 6:17pm] [Printed by - PHEGGOCK] [Pen Setting - full 096]
[XREF FILE NAME: - W:\1 1 FILES\ - 1X1 4\2 2\CAD\ - 1X1 4\2 2\CAD\B FILES]

COPYRIGHT © 2015 BAR architects



2/10 TYPICAL FLOOR PLAN (FLOORS 3-6)



1/10 SECOND FLOOR PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

SOUTH BUILDING
SECOND & TYPICAL FLOOR PLAN

BARarchitects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

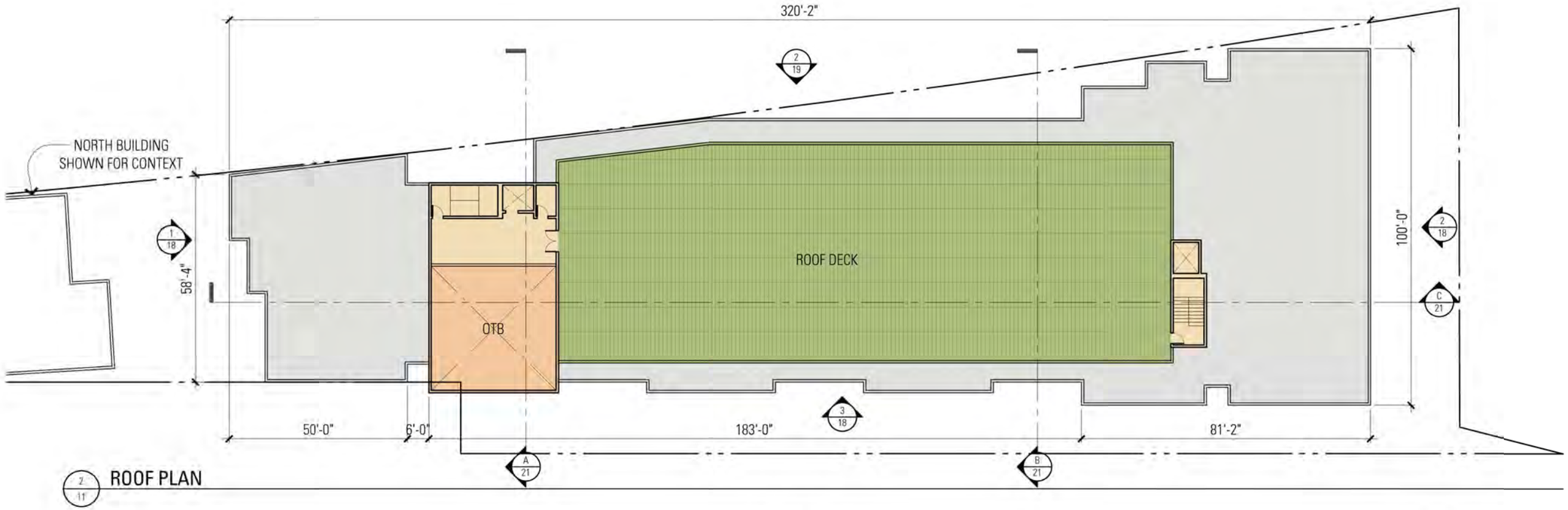
martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'

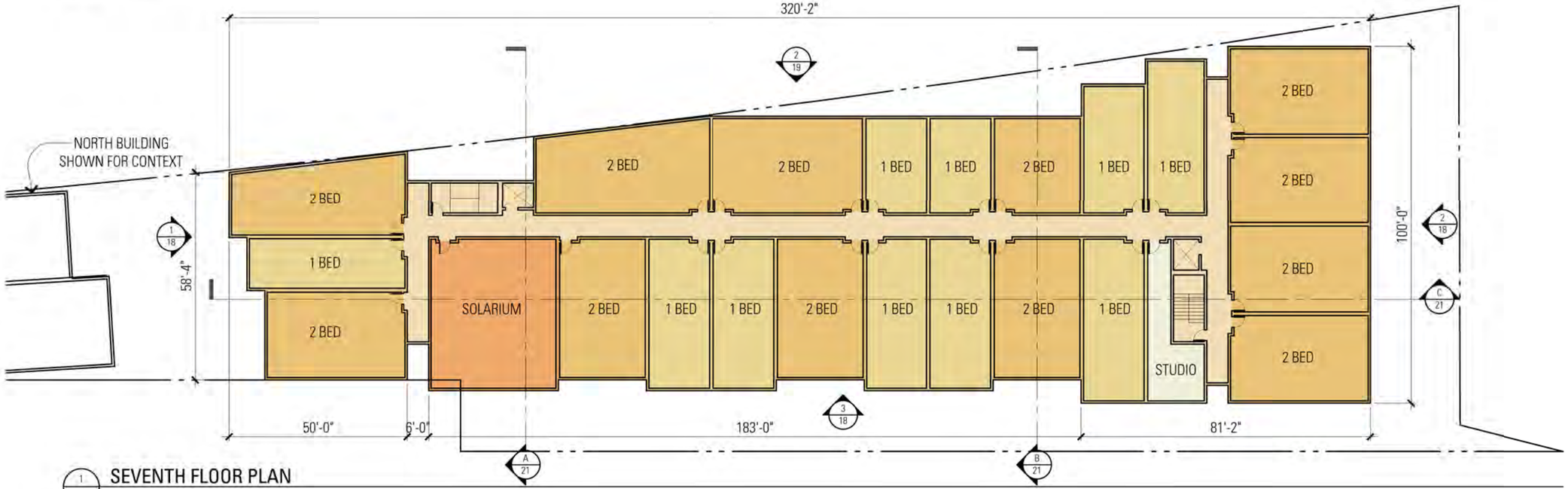
10

[FILE NAME: - 2114093 SCHAGE LOCKS DRAWINGS 4K CAD_CURRENT\PDOT REGTB IBR LAYOUT.DWG] [TAB: - 3A322 PR] [May 04, Monday 2015 - 6:17pm] [PrintedBy: PHEDCOCK] [PenSetting: Full 081]
[XREF FILE NAME: - XW1 1 PER. XW1 1 PER EGG XW1 2 PER. XW2 2 PER. XW4 2 PER EGG]

COPYRIGHT © 2015 BAR architects

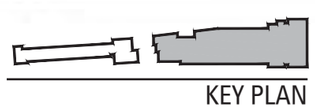


2/11 ROOF PLAN



1/11 SEVENTH FLOOR PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA



SOUTH BUILDING
SEVENTH FLOOR & ROOF PLAN

BARarchitects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

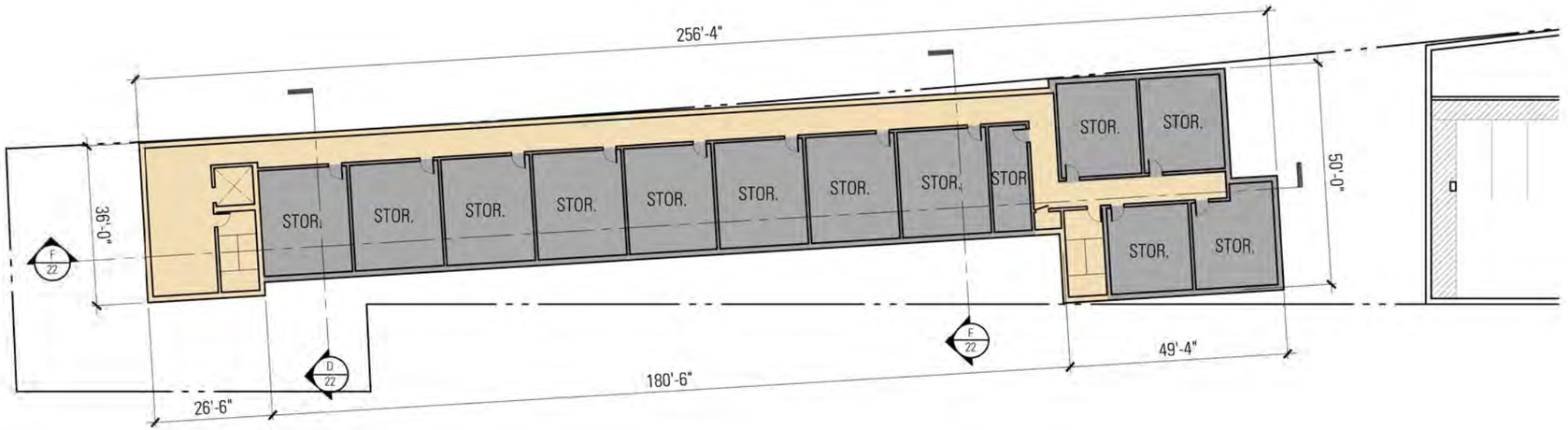
martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'

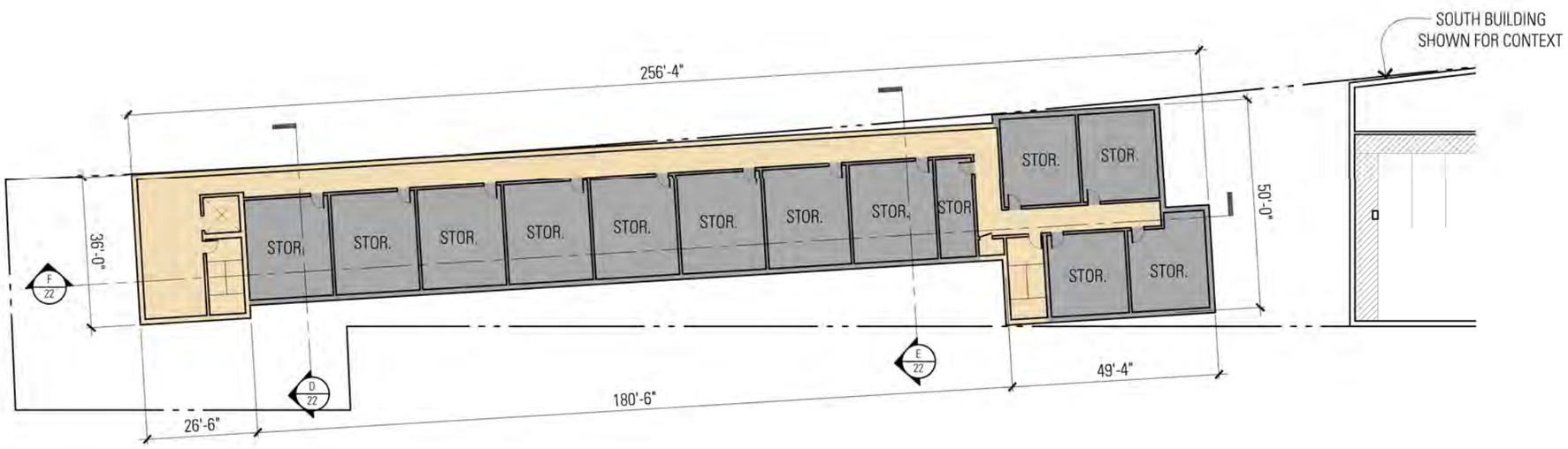
11

[FILE NAME: - 214093 SCHAGE_LOOKS\DRAWINGS_M CAD_CHRIS\PKG1 FILES\B BAR LAYOUT.DWG] [TAB - 3A22 PR] [May 04 - Monday 2015 - 6:17pm] [Plotted by: PHEGGOCK] [Pen Setting: Full (BW)]
[XREF FILE NAME: - W:\11 FILES - W\11 FILES\0 - WORK\PER - WORK\PER.DWG]

COPYRIGHT © 2015 BAR architects

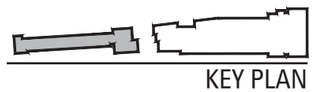


2/12 BASEMENT PLAN 2



1/12 BASEMENT PLAN 1

BLANKEN AVENUE | SAN FRANCISCO, CA



NORTH BUILDING BASEMENT LEVELS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'

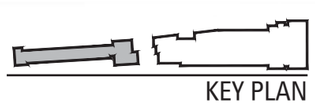
[FILE NAME: - 2114093 SIGNAGE LOCKUP\DRAWINGS\ 4K CAD_CURRENT PDOT RELSTB\ BIR LA ROUTE\DWG] [TAB: 3A3221R] [May 04, Monday 2015 - 6:17pm] [Plotted by: PHEDGCOCK] [PenSetting: Full 096]
[XREF FILE NAME: - W1111R3\ W1111R3\BG\ W2A2P5\ W2A2P5\ W2A2P5\BG\ ]

COPYRIGHT © 2015 BAR architects



1/13 GROUND FLOOR PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA



KEY PLAN

NORTH BUILDING GROUND FLOOR PLAN

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

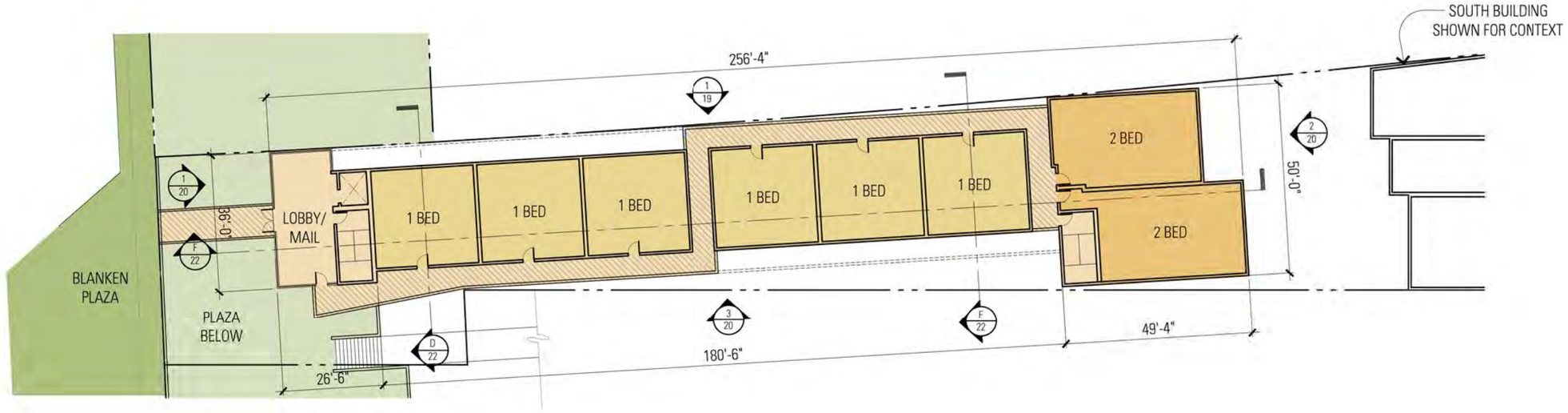
martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'

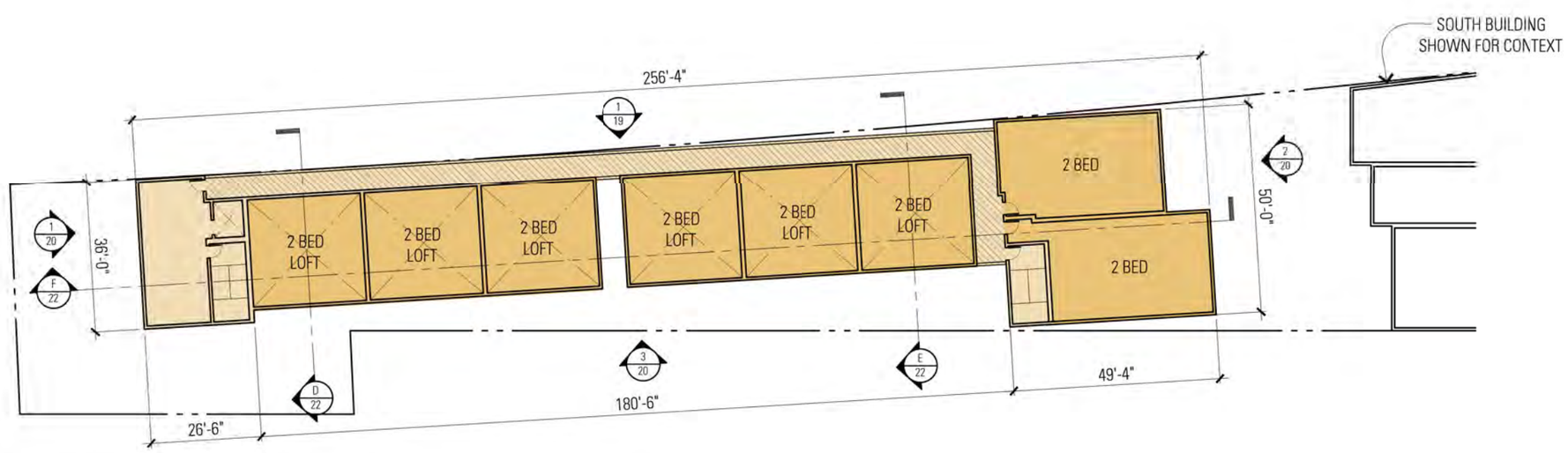
13

[FILE NAME: Z:\14093 SPHASE I DOCS\DRAWINGS\ 4K CAD_CURRENT PLOT FILES\TB RDR LAYOUT.DWG] [TAB: 3A22.PB] [May 04 - Monday 2015 - 6:17pm] [Plotted by: PHEDGCOCK] [Pen Setting: full 088]
[XREF FILE NAME: - W:\11 HDR\ - W:\11 HDR\05. WORK\DWR\ - W:\WORK\DWR\ ]

COPYRIGHT © 2015 BAR architects

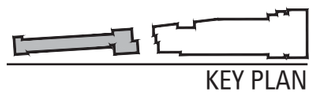


2/14 THIRD FLOOR PLAN



1/14 SECOND FLOOR PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA



NORTH BUILDING
SECOND & THIRD FLOOR

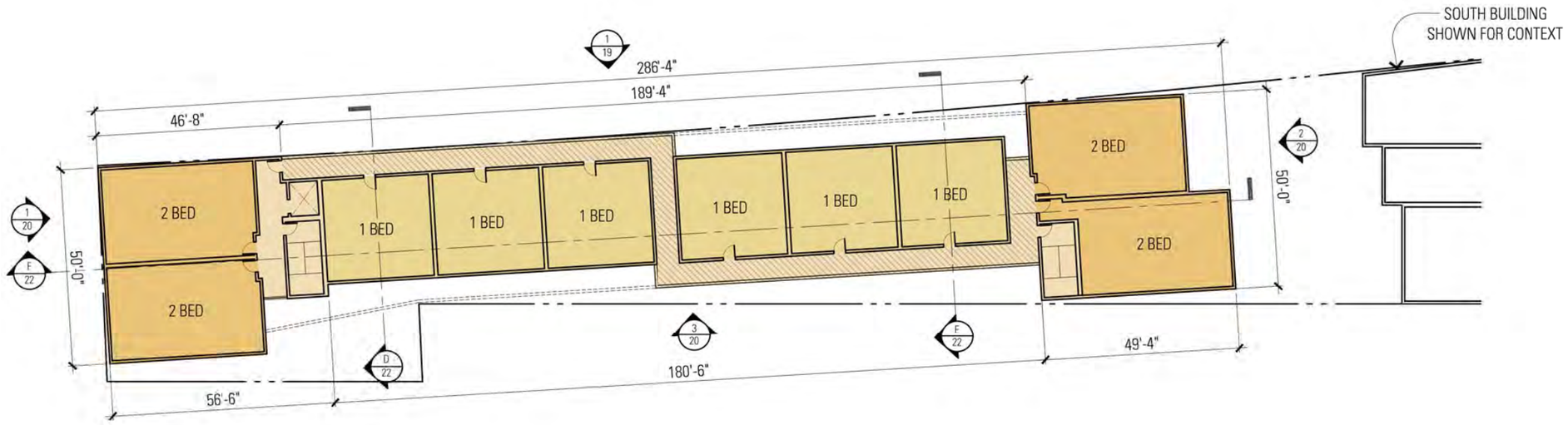
BARarchitects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

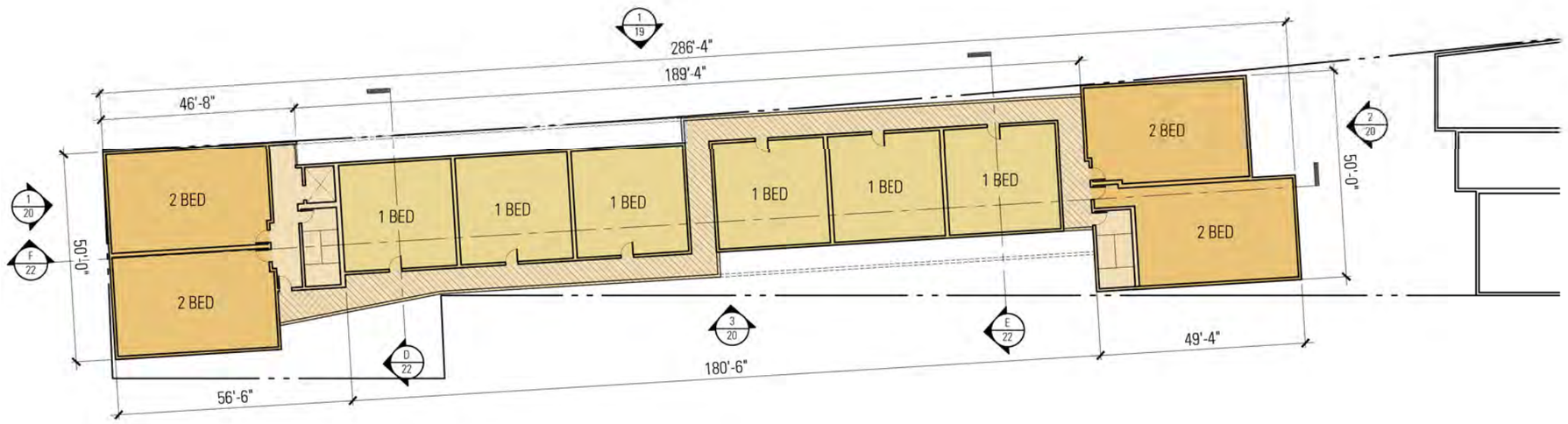
14093 | 05.06.15 | 0′ 8′ 16′ 32′ 48′

[FILE NAME: - 2114093 SIGNAGE LOCKDOWN\MASTER 4D CAD_CURRENT\POST REGTB\ BVR LA\OUT\DWG] [TAB: 3A22 PR] [May 04, Monday 2015 - 6:17pm] [Plotted by: PHEDGCOCK] [Pen Setting: Full Off]
[XREF FILE NAME: - WY11YR3\ WY11YR3\$0\ WX4ZP5\ WX4ZP5\$0\ WX4ZP5\ WX4ZP5\$1\ ]

COPYRIGHT © 2015 BAR architects

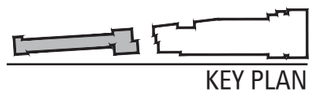


2/15 FIFTH FLOOR PLAN



1/15 FOURTH FLOOR PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA



NORTH BUILDING
FOURTH & FIFTH FLOOR

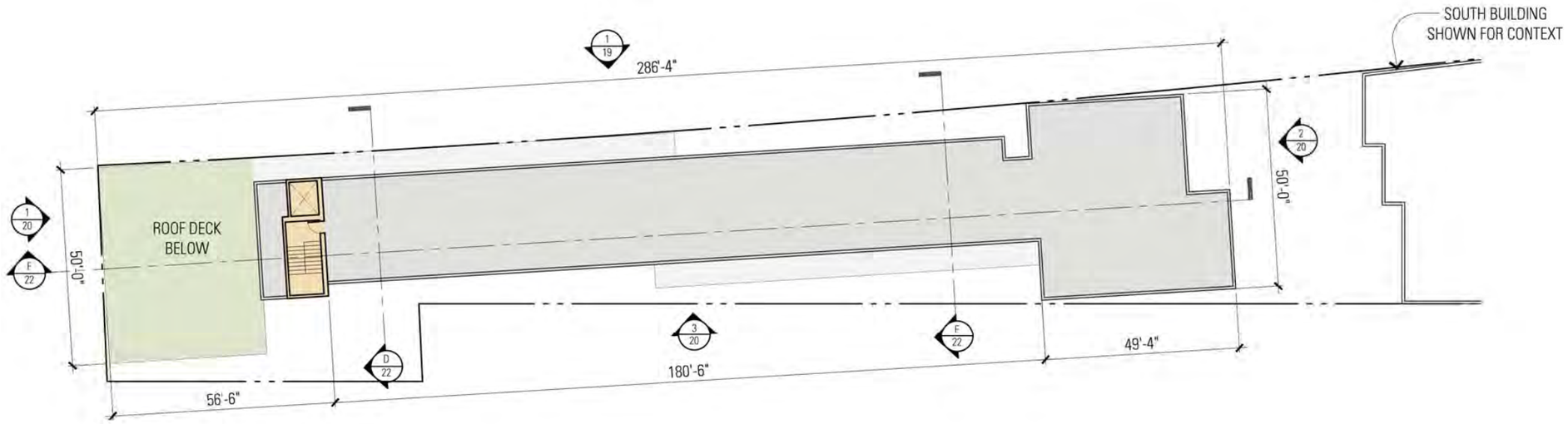
BARarchitects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

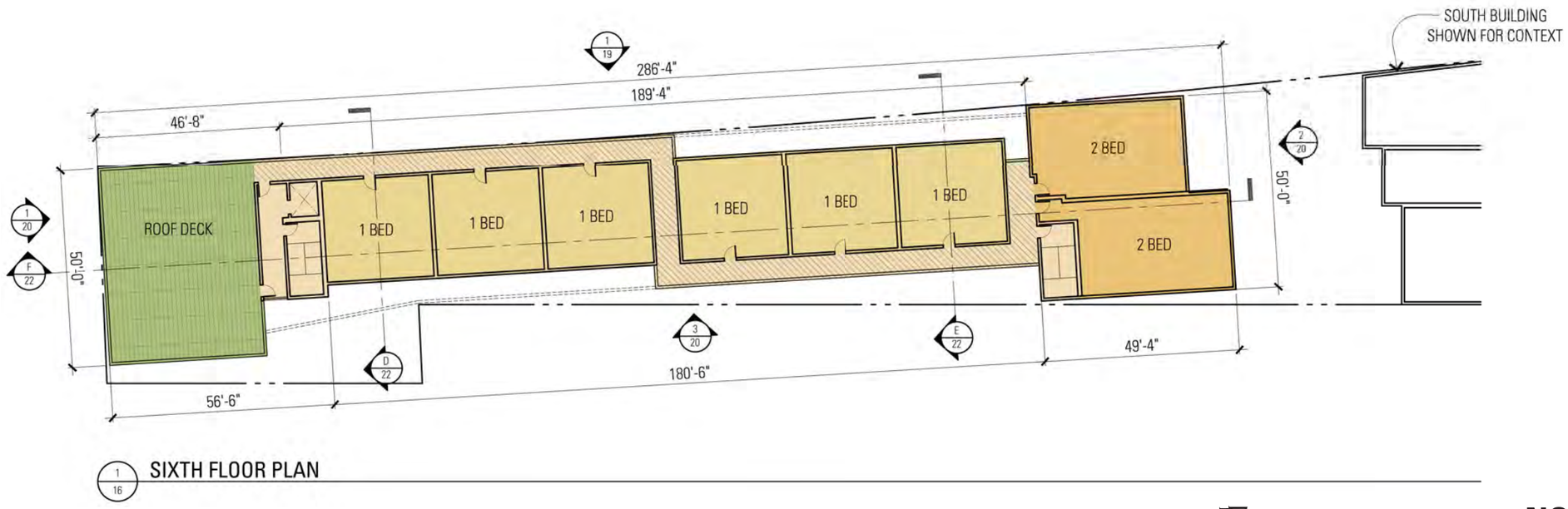
14093 | 05.06.15 | 0′ 8′ 16′ 32′ 48′

[FILE NAME: - 2114093 SIGNAGE LOCK\DRAWINGS\ 4K CAD_CURRENT\PDOT REGTB\ BAR LA ROUTE\DWG] [TAB: 3A22 PR] [May 04, Monday 2015 - 6:17pm] [Plotted by: PHEDCOCK] [PenSetting: Full 096]
[XREF FILE NAME: - WY11YR3\ WY11YR3\$0\ WX42P5\ WX42P5\$0\ WX42P5\ ]

COPYRIGHT © 2015 BAR architects



2/16 ROOF PLAN



1/16 SIXTH FLOOR PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA



NORTH BUILDING
SIXTH FLOOR & ROOF PLAN

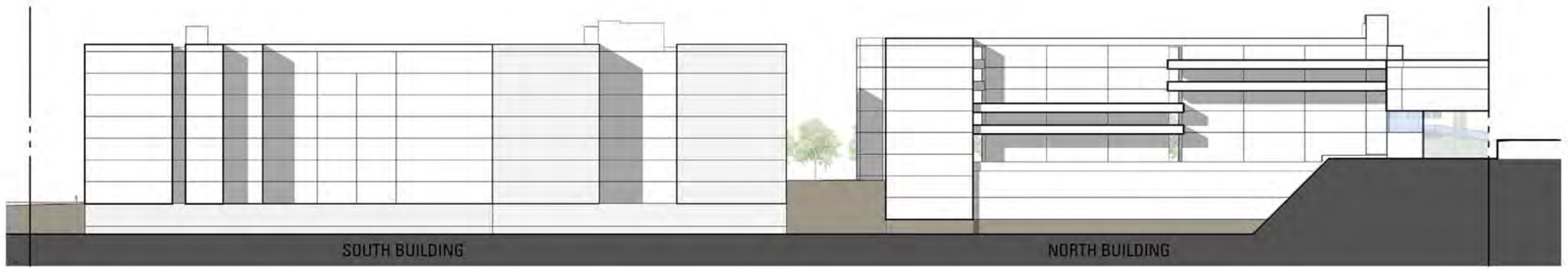
BARarchitects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 05.06.15 | 0′ 8′ 16′ 32′ 48′

[FILE NAME: - 2114093 SCHLAGE LOCK DRAWINGS\R.01 CAD_CURRENT PDCT FILES\TB\ BSK LA ROUTE\DWG] [TAB: 3A22 PR] [May 04, Monday 2015 - 6:17pm] [Plotted by: PHEDGCOCK] [Pen Setting: Full (96)]
[XREF FILE NAME: - WYTHFRD3D_W2A2.PRS, W2A2.PRS, W2A2.PRS]

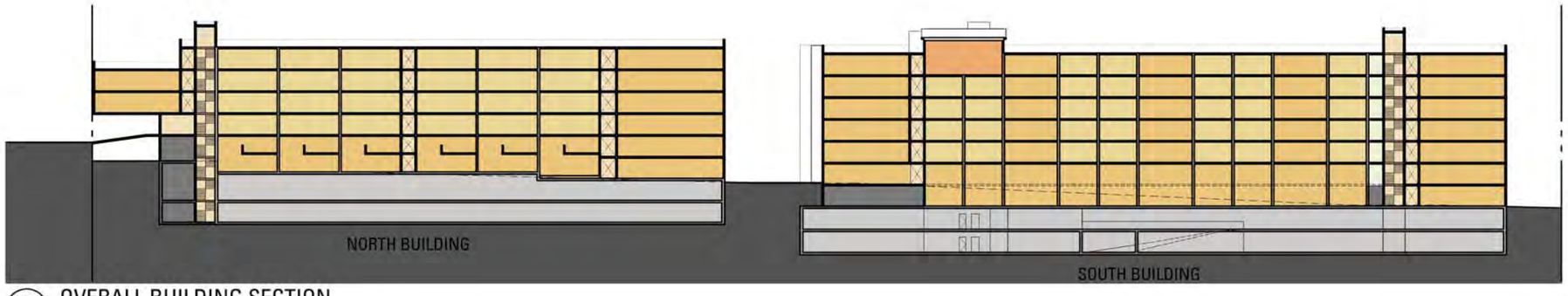
COPYRIGHT © 2015 BAR architects



1/17 OVERALL EAST ELEVATION

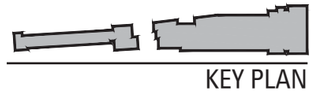


2/17 OVERALL WEST ELEVATION



3/17 OVERALL BUILDING SECTION

BLANKEN AVENUE | SAN FRANCISCO, CA


KEY PLAN

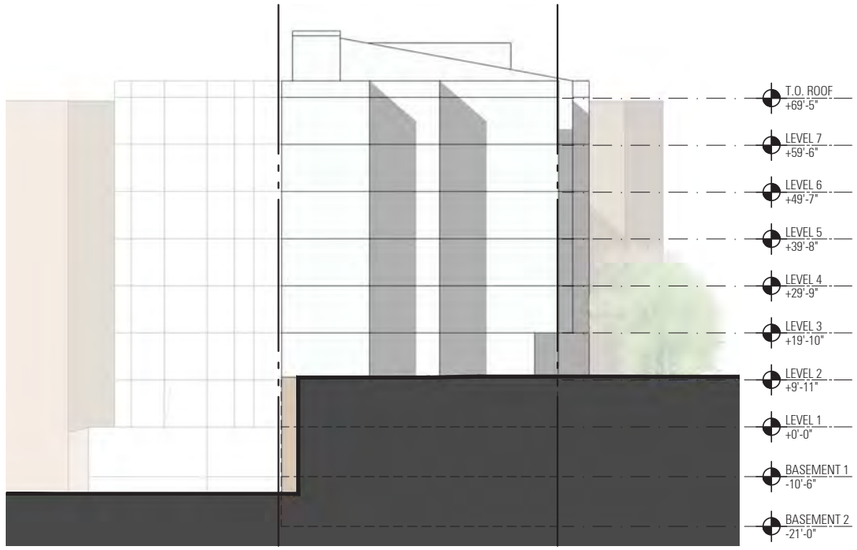
OVERALL SITE ELEVATIONS & SECTION

BARarchitects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

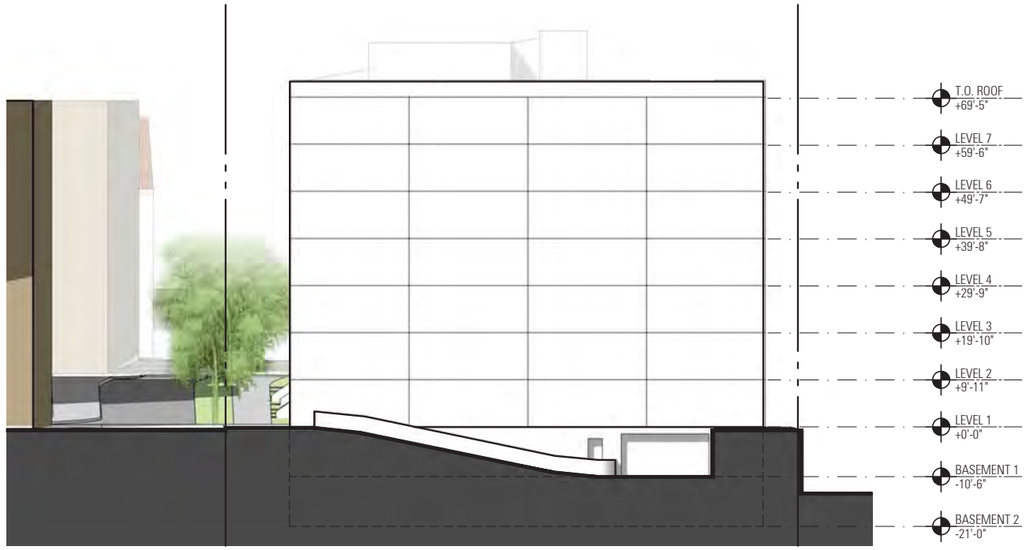
14093 | 05.06.15 | 0′ 15′ 30′ 60′ 90′ | 17

[FILE NAME: - 21A900 SQUARE LOCKS DRAWINGS_#1 CAD_CURRENT PLOT FILES\1B (FOR LAYOUT DWG) [17.48 - 34X22 IN] [May 04 - Monday 2015 - 6:17pm] [Perfect by - PHEDCCOCK] [Pen Setting - Full 096]
[XREF FILE NAME: - 1W7115TB.DWG 2W5A2SFR.DWG 2W5A2PBL.DG]

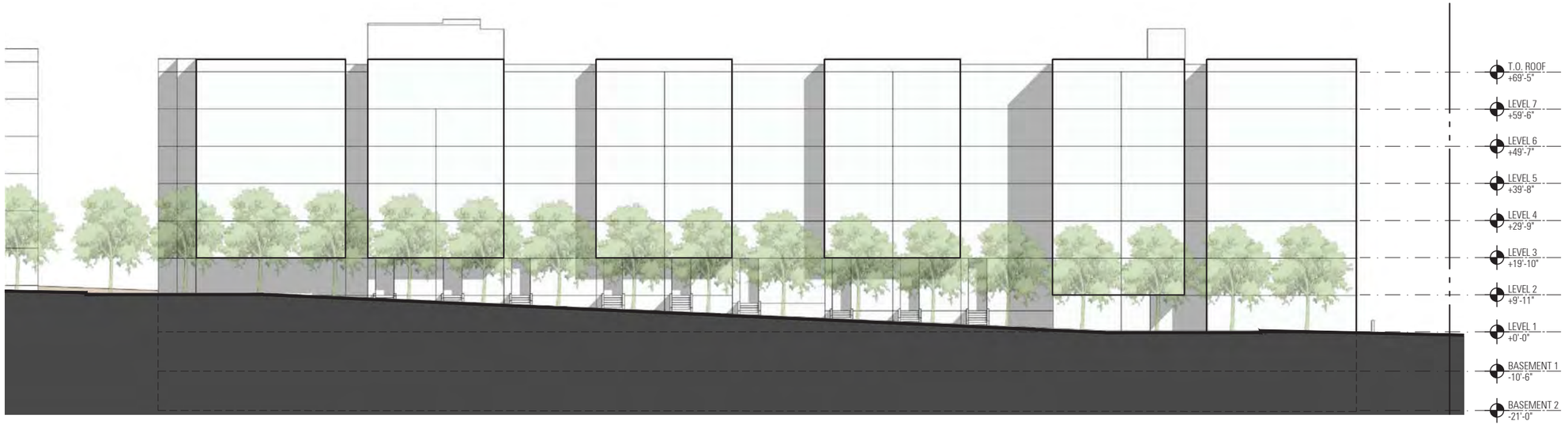
COPYRIGHT © 2015 BAR architects



1/18 SOUTH BUILDING - NORTH ELEVATION

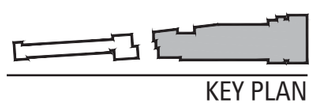


2/18 SOUTH BUILDING - SOUTH ELEVATION



3/18 SOUTH BUILDING - WEST ELEVATION

BLANKEN AVENUE | SAN FRANCISCO, CA


KEY PLAN

SOUTH BUILDING ELEVATIONS

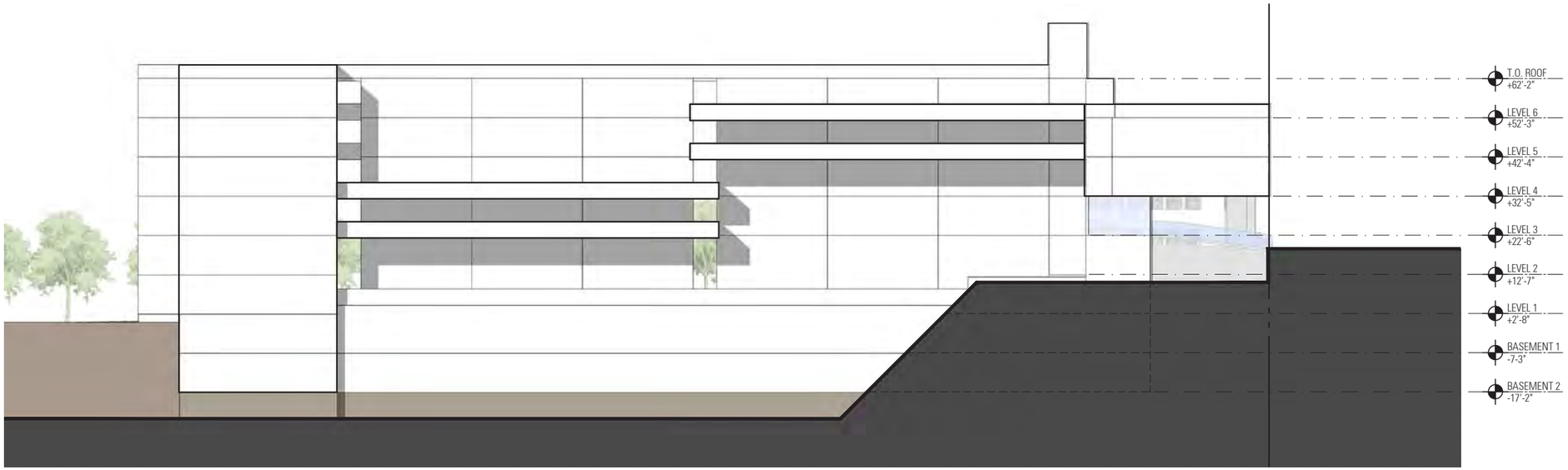
BARarchitects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

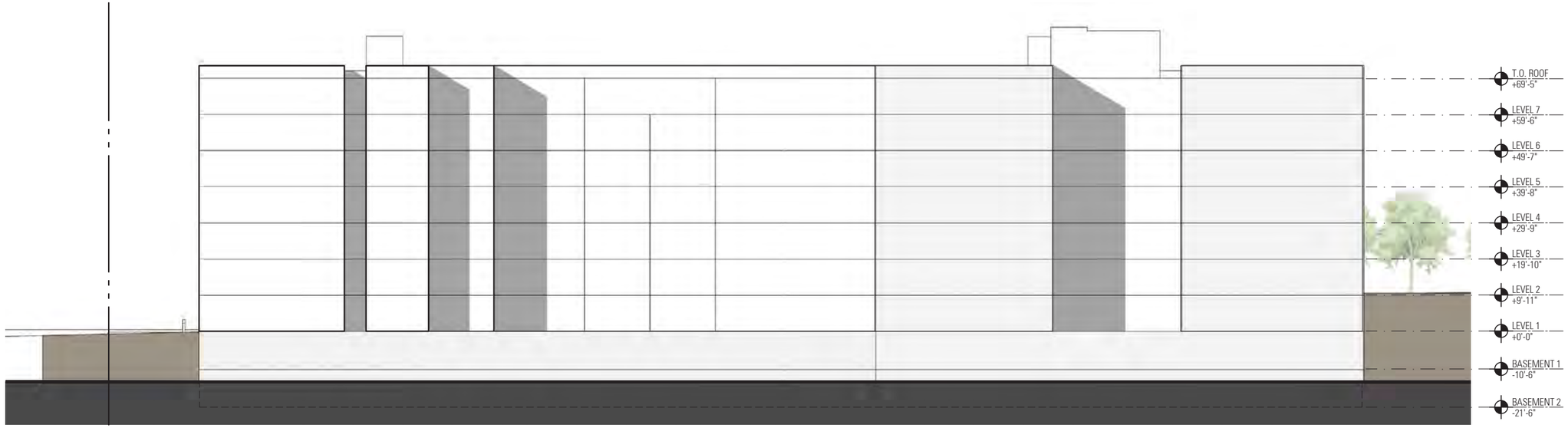
14093 | 05.06.15 | 0' 8' 16' 32' 48'

[FILE NAME - 214093 SIGNAGE LOGOS DRAWINGS IN CAD_CURRENT PPOT FILES\TB BAR LAYOUT.DWG] [TAB - 3A1221 PR] [May 04 - Monday 2015 - 6:17pm] [Plotted by: PHEDGCOCK] [Pen Setting: Full (BW)]
[XREF FILE NAME - : WY7119TB1 - WY7119TB1GLS - WX4ZPER - WX4ZPBLDG]

COPYRIGHT © 2015 BAR architects



1/19 NORTH BUILDING - EAST ELEVATION



2/19 SOUTH BUILDING - EAST ELEVATION

BLANKEN AVENUE | SAN FRANCISCO, CA



KEY PLAN

NORTH & SOUTH BUILDING ELEVATIONS

BARarchitects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

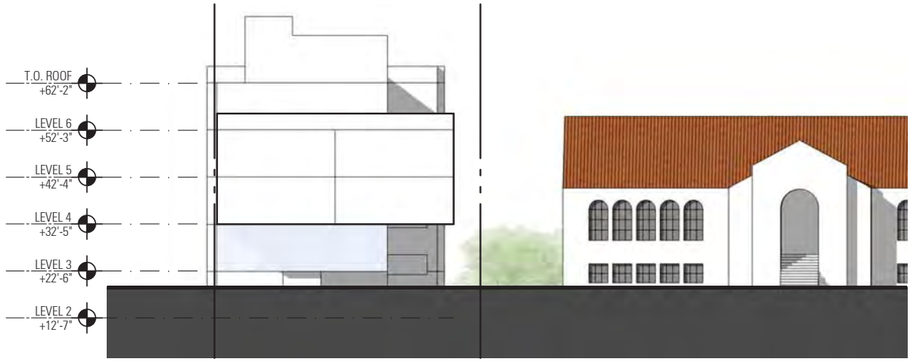
14093 | 05.06.15

0' 8' 16' 32' 48'

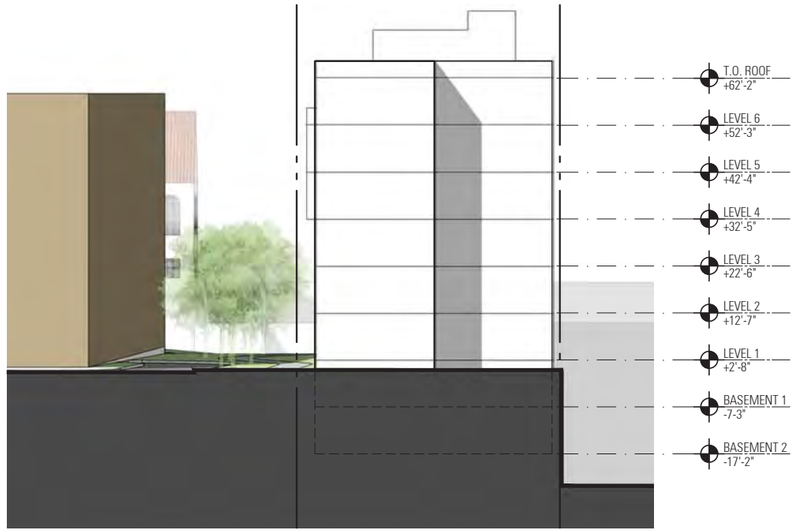
19

[FILE NAME: - 2140D0 SIGNAGE LOCKUP/ANIMATION/ 4K CAD_CURRENT PLOT FILES TO PLOT/ELEVATIONS 1.TAB - 34X22 PW] [May 04, Monday 2015 - 6:10 pm] [Printed by - PHEDGCOCK] [Pen Setting - full 086]
[XREF FILE NAME: - W:\11 PERKINS - W\14 PERKINS - W\4K\ZPER - W\4K\ZPER BLDG]

COPYRIGHT © 2015 BAR architects



1/20 NORTH BUILDING - NORTH ELEVATION

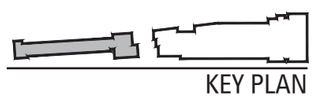


2/20 NORTH BUILDING - SOUTH ELEVATION



3/20 NORTH BUILDING - WEST ELEVATION

BLANKEN AVENUE | SAN FRANCISCO, CA


KEY PLAN

NORTH BUILDING ELEVATIONS

BARarchitects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

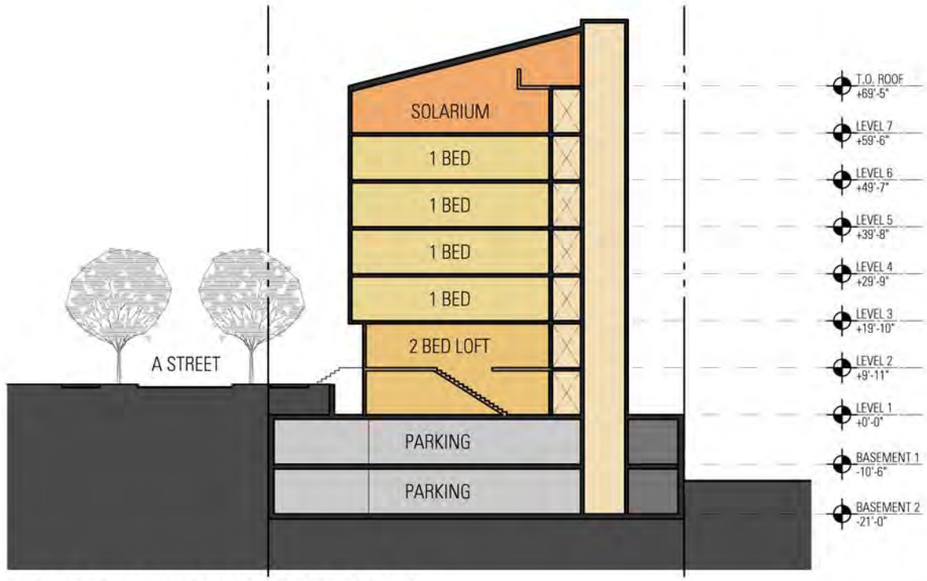
martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'

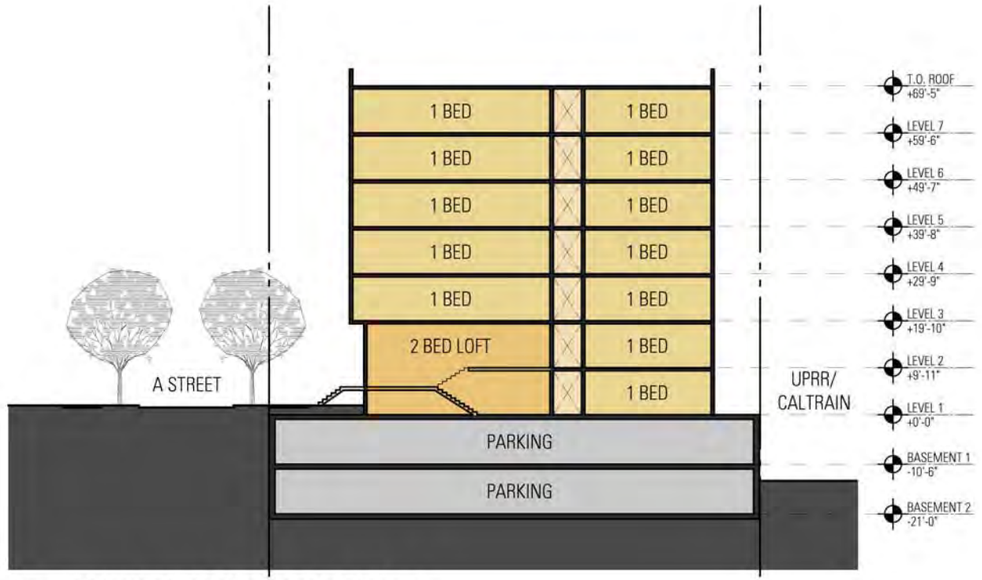
20

[FILE NAME: - 214093 SIGNAGE LOCKUP\DRAWINGS\ 4K CAD_CURRENT\PDT FILES\TB_BSK LAYOUT.DWG] [TAB: 24X22 PR] [May-04- Monday 2015 - 6:17pm] [Plotted by: PHEDGCOCK] [Pen Setting: Full (BW)]
[XREF FILE NAME: - W111PER: W111PER-DS: W24X22PER: W24X36PER-DS:]

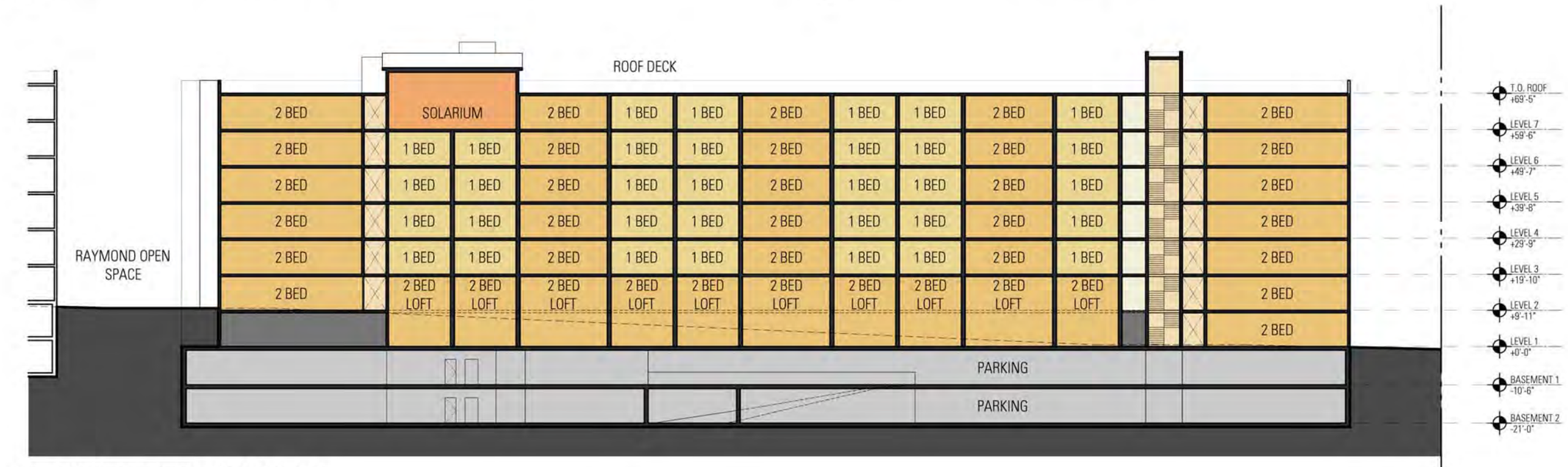
COPYRIGHT © 2015 BAR architects



A 21 SOUTH BUILDING - SECTION A-A

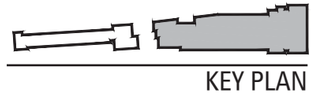


B 21 SOUTH BUILDING - SECTION B-B



C 21 SOUTH BUILDING - SECTION C-C

BLANKEN AVENUE | SAN FRANCISCO, CA



SOUTH BUILDING SECTIONS

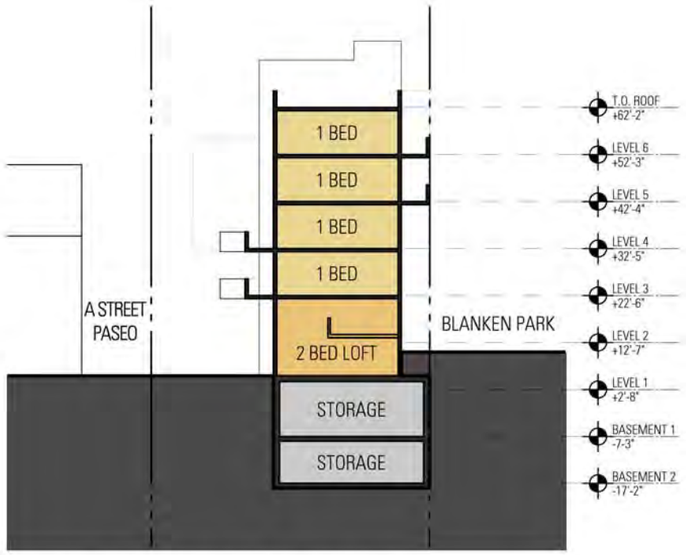
BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com
martinbuildingcompany

14093 | 05.06.15

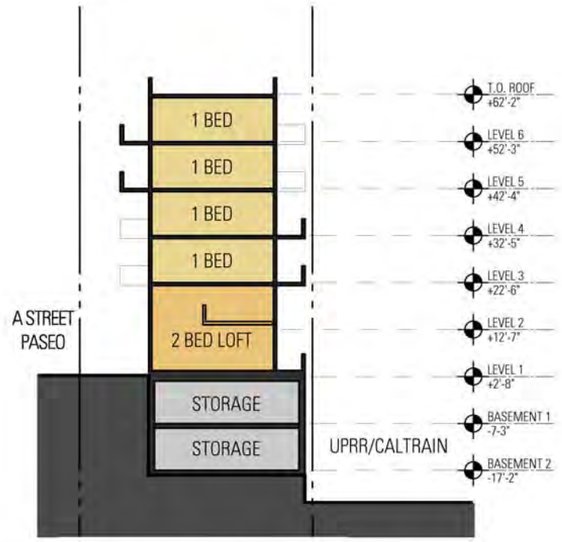
0' 8' 16' 32' 48'

[FILE NAME: - 214000 SCHAGE LOCKS DRAWINGS 4K CAD_CURRENT PIVOT FILES\1B BSR LAYOUT.DWG] [140 - 34X22 PR] [May 04 - Monday 2015 - 6:17pm] [Pentecity - PHEDCCICK] [Pen Setting - Full 096]
[XREF FILE NAME: - WX711FRDS1 - WX742DP01 - WX742FRL01]

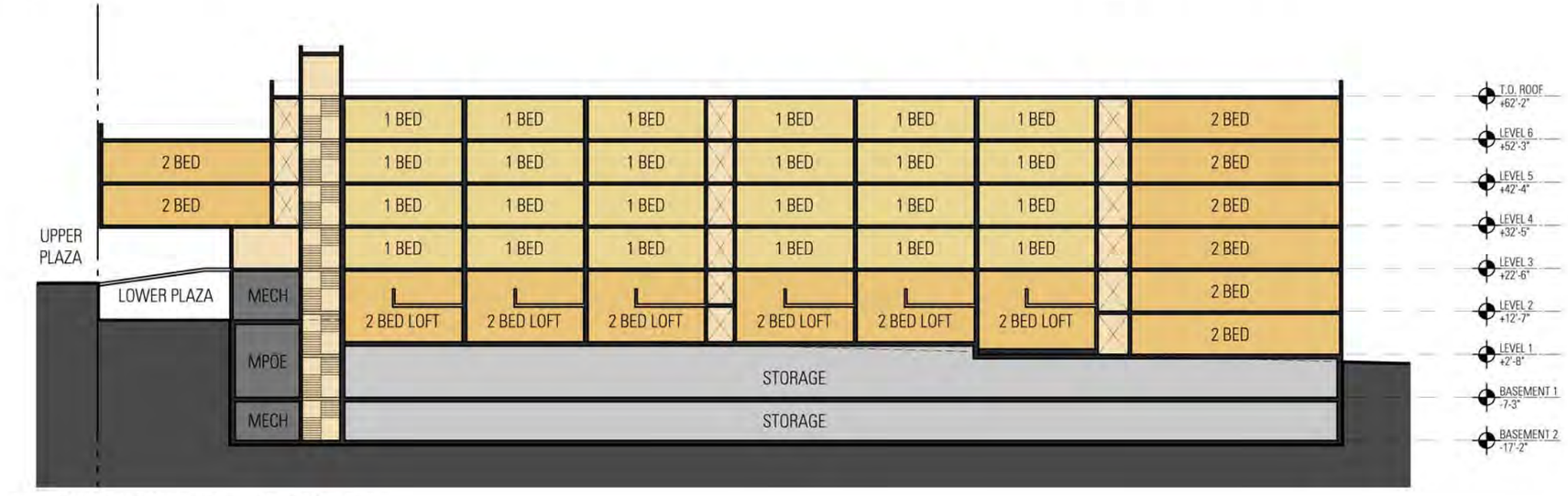
COPYRIGHT © 2015 BAR architects



D / 22 NORTH BUILDING - SECTION D-D

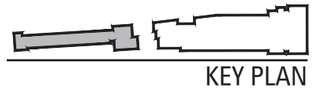


E / 22 NORTH BUILDING - SECTION E-E



F / 22 NORTH BUILDING - SECTION F-F

BLANKEN AVENUE | SAN FRANCISCO, CA


KEY PLAN

NORTH BUILDING SECTIONS

BARarchitects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

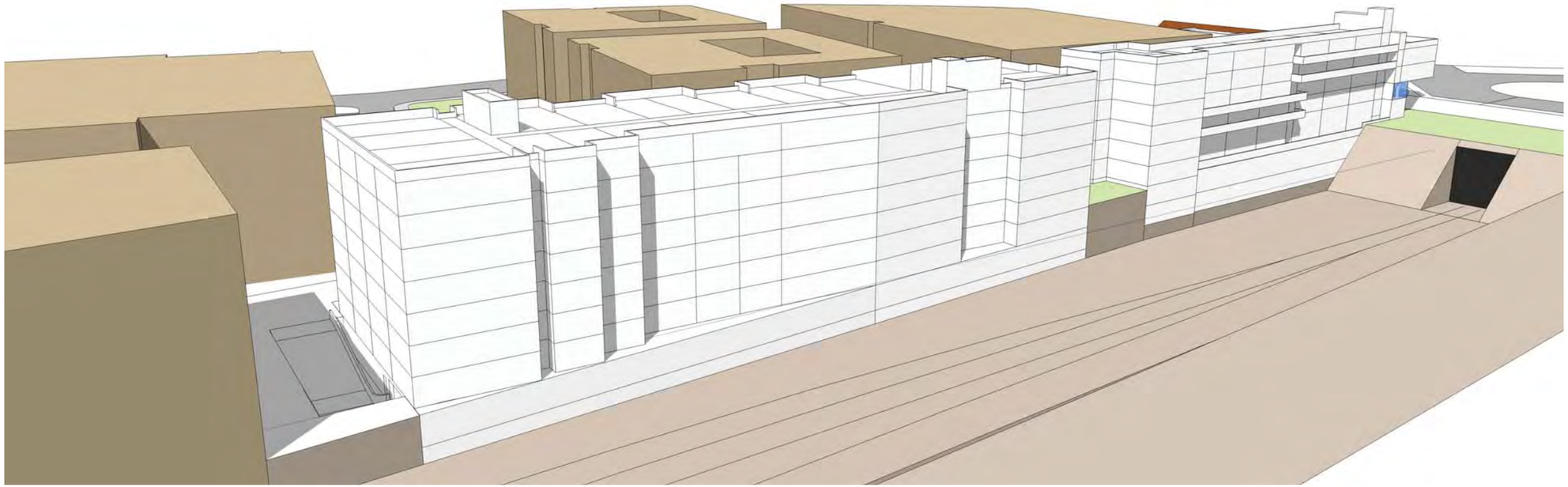
martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'

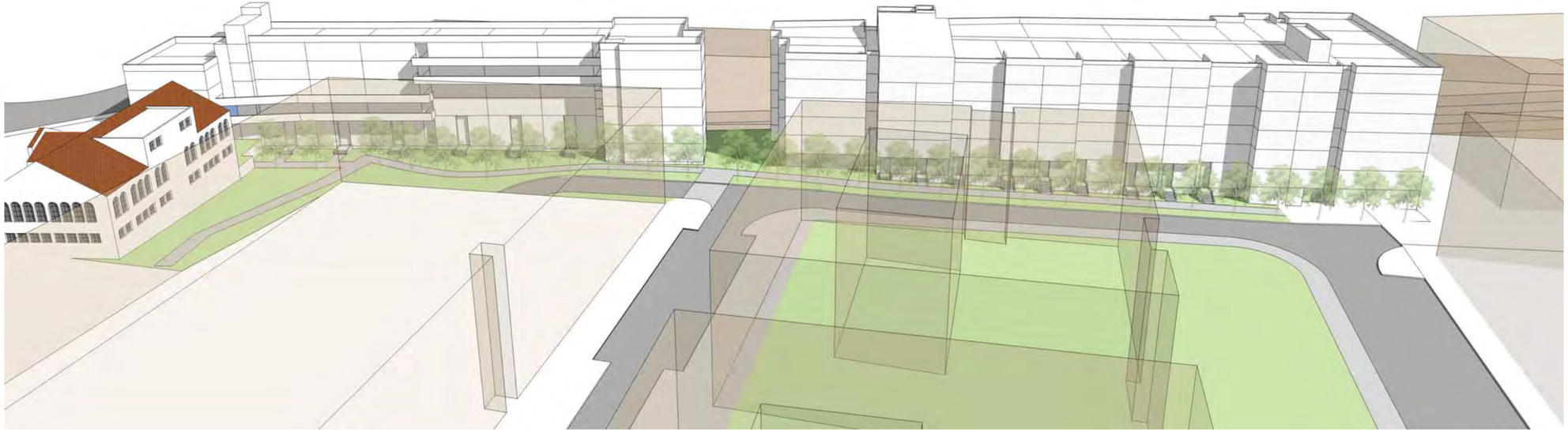
22

[FILE NAME: - 2140D SIGNAGE LOCKS\REMNDER @ CAD_CURRENT PKGS\DB PDR LAYOUT.DWG] [TAB: - 34X22 PR] [May 04, Monday 2015 - 6:10pm] [Penbotty - PHE.DGCDCK] [Pen Setting: full 096]
[XREF FILE NAME: - W:\11\REC\ W:\11\REC\ 2014\2015 WORK\2015 BLOG]

COPYRIGHT © 2015 BAR architects



VIEW LOOKING NORTHWEST



VIEW LOOKING EAST

[FILE NAME: - 2114005 SIGNAGE LOOK DRAWINGS.dwt CAD_OWNER:PIROT REGISTR:BAR LAYOUT:DWG] [TAB: - 34X22 PR] [May-04 - Monday 2015 - 6:17pm] [Plotted by: PHEBSCOCK] [Pen Setting: Full Obj]
[XREF FILE NAME: - WX11 PER - WX11 PERSIG - WX14ZPER - WX14ZPERSIG]

BLANKEN AVENUE | SAN FRANCISCO, CA

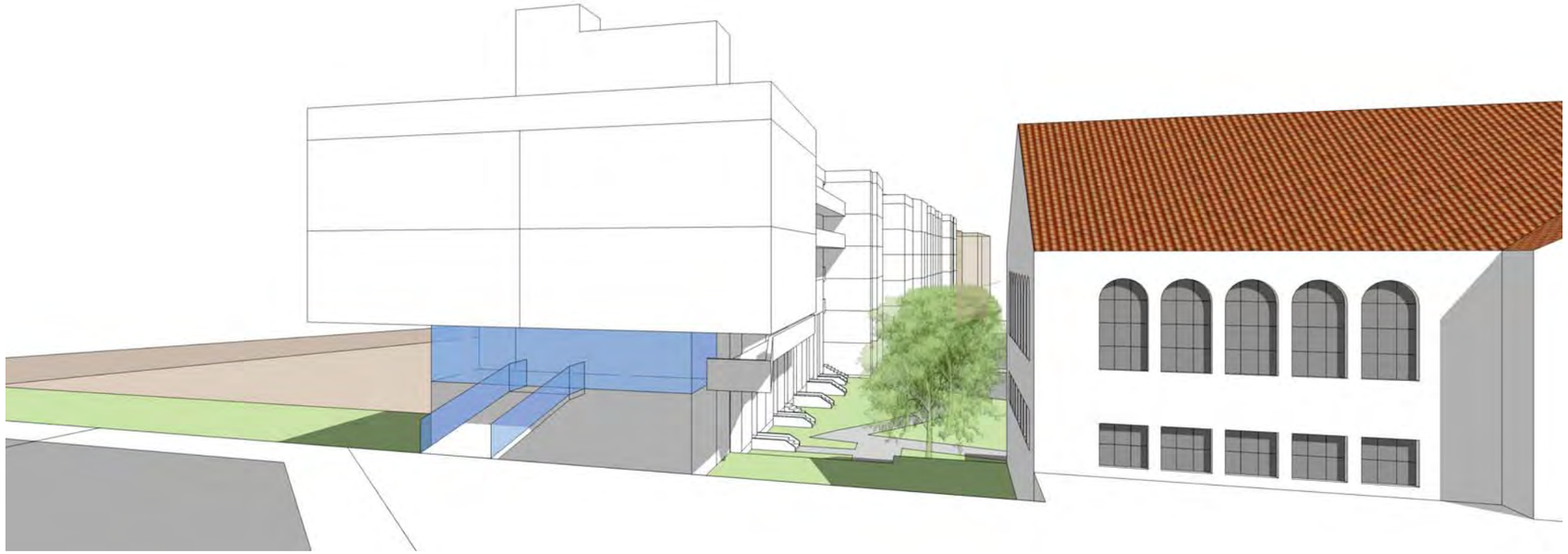
BIRDS EYE VIEW

BARarchitects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 05.06.15

COPYRIGHT © 2015 BAR architects



VIEW FROM EXISTING BLANKEN PLAZA



VIEW TOWARDS RAYMOND OPEN SPACE

[FILE NAME: J:\14093 SF\HASE LOCKE\DRAWINGS\ 4D CAD\BRIEN\ZPOT FILES\1B RDR LAYOUT.DWG] [1:48 - 24X22 PR] [May-04 - Monday 2015 - 6:17pm] [Plotted by: PHEDGCOCK] [Pen Setting: Full CAD]
[XREF FILE NAME: - W111YRDR - W111YRDR - W42ZPER - W24ZPER - W24ZPROJ]

BLANKEN AVENUE | SAN FRANCISCO, CA

PERSPECTIVE VIEWS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 05.06.15

EXHIBIT 6

TO

VERIFIED COMPLAINT TO QUIET TITLE, FOR DECLARATORY RELIEF AND FOR PRELIMINARY AND PERMANENT INJUNCTION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court

Description of Exhibit:

Preliminary Project Assessment of the San Francisco Planning Department as Case No. 2015-006509PPA dated August 7, 2015

EXHIBIT 6

SAN FRANCISCO
PLANNING DEPARTMENT

MEMO

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

DATE: **August 7, 2015**

TO: **Andrew Junius**

FROM: **Kate Conner, Planning Department**

RE: **PPA Case No. 2015-006509PPA for 2201 Bayshore Boulevard**

Please find the attached Preliminary Project Assessment (PPA) for the address listed above. You may contact the staff contact, Erika S. Jackson, at (415) 558-6363 or erika.jackson@sfgov.org, to answer any questions you may have, or to schedule a follow-up meeting.

Kate Conner, Senior Planner

SAN FRANCISCO
PLANNING DEPARTMENT

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Preliminary Project Assessment

Date:	August 7, 2015
Case No.:	**2015-006509PPA**
Project Address:	2201 Bayshore Boulevard
Block/Lot:	5087/004-005
Zoning:	M-1 Schlage Lock Visitacion Valley SUD 40-X
Area Plan:	Visitacion Valley/Schlage Lock Area Plan
Project Sponsor:	Andrew Junius 415-567-9000
Staff Contact:	Erika S. Jackson – 415-558-6363 erika.jackson@sfgov.org

DISCLAIMERS:

This Preliminary Project Assessment (PPA) letter provides feedback to the project sponsor from the Planning Department regarding the proposed project described in the PPA application submitted on May 8, 2015, as summarized below. This PPA letter identifies Planning Department review requirements for the proposed project, including those related to environmental review, approvals, neighborhood notification and public outreach, the Planning Code, project design, and other general issues of concern for the project. Please be advised that the PPA application does not constitute an application for development with the Planning Department. The PPA letter also does not represent a complete review of the proposed project, does not grant a project approval of any kind, and does not in any way supersede any required Planning Department approvals listed below.

The Planning Department may provide additional comments regarding the proposed project once the required applications listed below are submitted. While some approvals are granted by the Planning Department, some are at the discretion of other bodies, such as the Planning Commission or Historic Preservation Commission. Additionally, it is likely that the project will require approvals from other City agencies such as the Department of Building Inspection, Public Works, the Municipal Transportation Agency, Department of Public Health, San Francisco Public Utilities Commission, and others. The information included herein is based on the PPA application and plans, the Planning Code, General Plan, Planning Department policies, and local/state/federal regulations as of the date of this document, all of which are subject to change.

PROJECT DESCRIPTION:

The proposal is to construct two new residential buildings totaling approximately 188,000 square feet with a total of 205 dwelling units and 156 parking spaces. The south building is proposed to be 68 feet tall with 7 stories above grade and 2 below grade parking levels. The north building is proposed to be 57 feet tall with 6 stories above grade and 2 below grade storage levels. The project also proposes to change

the Zoning District from M-1 to MUG, and change the Height and Bulk District from 40-X to 57-X and 68-X.

ENVIRONMENTAL REVIEW:

In order to begin formal environmental review, please submit an **Environmental Evaluation Application (EEA)**. The EEA can be submitted at the same time as the PPA Application. The environmental review may be done in conjunction with the required approvals listed below, but must be completed before any project approval may be granted. **Note that until an entitlement application is submitted to the Current Planning Division, only the proposed Project Description will be reviewed by the assigned Environmental Coordinator.** EEAs are available in the Planning Department lobby at 1650 Mission Street, Suite 400, at the Planning Information Center at 1660 Mission Street, and online at www.sfplanning.org under the "Publications" tab. See "Environmental Applications" on page 2 of the current Fee Schedule for a calculation of environmental application fees.[1]

On December 18, 2008 the San Francisco Planning Commission and former San Francisco Redevelopment Agency certified the Final Environmental Impact Report for the Visitacion Valley Redevelopment Program (*Visitacion Valley Redevelopment Program EIR*, File No. 2006.1308E). The *Visitacion Valley Redevelopment Program EIR* analyzed the Redevelopment Program for an approximately 46-acre project site in San Francisco's Visitacion Valley neighborhood. The project site is comprised of two Redevelopment Zones: Redevelopment Zone 1 encompasses approximately 20 acres located east of Bayshore Boulevard, including the former Schlage Lock property, former Southern Pacific Transportation Company property, and other industrial parcels. Redevelopment Zone 2 encompasses an approximately 26-acre area featuring a mix of commercial, light industrial, residential, and mixed-use parcels fronting Bayshore Boulevard and both sides of Leland Avenue.

On May 27, 2014, the Planning Department prepared an Addendum to the Visitacion Valley Redevelopment Program EIR (*Addendum 1*, File No. 2006.1308E) in response to revisions to the proposed Redevelopment Program (Modified Project). The Modified Project included increased height limits and revised net growth projections for new residential units, new neighborhood-serving commercial space, and new cultural, institutional and educational development within Redevelopment Zone 1. The Modified Project did not include any changes to Redevelopment Zone 2.

The proposed project site is located within Redevelopment Zone 1. If it is determined that the proposed project was not analyzed in *Addendum 1*, a second addendum to the *Visitacion Valley Redevelopment Program EIR* may be prepared for the proposed project. However, if after performing the background studies it is determined that new impacts would occur that were not identified in the *Visitacion Valley Redevelopment Program EIR* and/or additional mitigation measures are necessary, an addendum cannot be prepared; an Initial Study would be required.

Below is a list of topic areas addressed through the environmental review process. Some of these would require additional study based on the preliminary review of the project as it is proposed in the PPA application.

---

1 San Francisco Planning Department. *Schedule for Application Fees*. Available online at: http://www.sf-planning.org/Modules/ShowDocument.aspx?documentid=513.

- **Historic Resources.** The project site contains one or more buildings previously determined to be eligible for national, state, or local listing as a historic resource. The property was surveyed as part of the *Visitacion Valley Redevelopment Program EIR*. Therefore, the proposed project is subject to review by the Department's Historic Preservation staff. To assist in this review, the project sponsor must hire a qualified professional to prepare a Historic Resource Evaluation (HRE) report. The professional must be selected from the Planning Department's Historic Resource Consultant Pool. Please contact Tina Tam, Senior Preservation Planner, via email (tina.tam@sfgov.org) for a list of three consultants from which to choose. The selected consultant must scope the HRE in consultation with Department Historic Preservation staff. Please contact the HRE scoping team at HRE@sfgov.org to arrange the HRE scoping. Following an approved scope, the historic resource consultant should submit the draft HRE report for review to Environmental Planning after the project sponsor has filed the EE Application and updated it as necessary to reflect feedback received in the PPA letter. Historic Preservation staff will not begin reviewing the project until a complete draft HRE is received.

- **Archeological Resources.** The proposed project would include soil-disturbing activities associated with building construction, including excavation that would reach a depth of approximately 17 to 21 feet below grade, in Redevelopment Zone 1. The project site is also located within an Archeologically Sensitive Area. As such, the proposed project could be subject to *Visitacion Valley Redevelopment Program EIR Cultural and Historical Resources Mitigation Measure 10-2: Disturbance of Known Archeological Resources.* The proposed project will require Preliminary Archeological Review (PAR) by a Planning Department archeologist. The PAR will assess the archeological sensitivity of the project site based on in-house source material and will consider the potential for archeological impacts resulting from proposed soils disturbance. Please provide detailed information, including sections, of proposed soils-disturbing activities, such as grading, excavation, installation of foundations, soils improvement, and site remediation with the EEA, and submit any available geotechnical/soils or Phase II hazardous materials reports prepared for the project to assist in this review.

  In accordance with *Cultural and Historical Resources Mitigation Measure 10-2*, the project sponsor shall retain the services of a qualified archeological consultant, subject to the review and approval by the Department Archeologist. The project sponsor must contact the Department Archeologist to obtain the names and contact information for the next three archeological consultants on the QACL. The archeological consultant shall determine, in consultation with the Department, project locations and activities that may affect archeological resource sites, identify measures needed to address the potential effect. These measures may include preparation of an Archeological Testing Program (ATP), conducting an Archeological Monitoring Program (AMP) and/or Archeological Data Recovery Program (ADRP), and other appropriate measures such as those described in *Cultural and Historical Resources Mitigation Measure 10-2* and *Visitacion Valley Redevelopment Program EIR Cultural and Historical Resources Mitigation Measure 10-3: Disturbance of Unknown Archeological Resources.*
  In addition, *Visitacion Valley Redevelopment Program EIR Cultural and Historical Resources Mitigation Measure 10-5: Disturbance of Paleontological Resource* could apply to the proposed project. This measure is intended to avoid any potential adverse effect on accidentally discovered buried or submerged paleontological resources. Should a paleontological resource be encountered on the project site, the project sponsor must immediately suspend any project-related soil-disturbing activities and retain the service of a qualified paleontological consultant to identify and evaluate the resource. Based on

this assessment, the paleontological consultant would determine the appropriate action necessary to prevent any significant adverse effects on the resource, in consultation with the Department.

- **Transportation.** Based on the Planning Department's Transportation Impact Analysis Guidelines for Environmental Review,[2] the project would require additional transportation analysis to determine whether the project may result in a significant impact. Therefore, the Planning Department requires that a consultant listed in the Planning Department's Transportation Consultant Pool prepare a Transportation Impact Study. You are required to pay additional fees for the study; please contact Virnaliza Byrd at (415) 575-9025 to arrange payment. Once you pay the fees, please contact Manoj Madhavan at (415) 575-9095 or manoj.madhavan@sfgov.org so that he can provide you with a list of three consultants from the pre-qualified Transportation Consultant Pool. Upon selection of a transportation consultant, the Department will assign a transportation planner who will direct the scope of the consultant-prepared study.

  Additionally, the project site is located near a high-injury pedestrian intersection as mapped by Vision Zero.[3] Planning staff have reviewed the proposed site plans and offer the following recommendations, some of which address the safety of persons walking and cycling to and from project site and vicinity:

  - Show the project site in context of the surrounding street network, and clarify that Leland Avenue and Raymond Avenue are proposed and have not yet been constructed.
  - Clarify whether the proposed Bayshore Plaza would be included in this project.
  - Provide a circulation plan for the proposed project that includes: Sidewalk widths, driveway location (existing and proposed with widths), pedestrian and bicycle access points to the building, circulation on the project site (i.e. between the proposed buildings).

- **Noise.** The proposed project could be subject to *Visitacion Valley Redevelopment Program EIR Noise Mitigation Measure 13-1: Project-Facilitated Remediation-, Demolition-, and Construction-Period Noise. Noise Mitigation Measure 13-1* requires that project sponsors incorporate remediation, demolition, and construction noise abatement measures into contractor agreements as a condition of demolition and construction permit issuance. Noise generated by construction-related activities would also be regulated by the San Francisco Noise Ordinance (San Francisco Police Code, Article 29), which includes restrictions on the type of construction equipment used and the hours during which construction may occur. Detailed information on construction equipment, phasing, and duration of each construction phase may be required as part of the environmental evaluation to assess the project's construction noise levels and methods to reduce such noise, as feasible.

  The proposed project would include locating new residential development on a project site within approximately 110 feet of the Caltrain line; therefore, *Visitacion Valley Redevelopment Program EIR Noise Mitigation Measure 13-2: Project-Facilitated Groundborne Vibration Levels* would apply to the project. This measure requires that the project sponsor conduct a vibration study demonstrating that groundborne vibrations associated with rail operations would not exceed applicable Federal

---

2 This document is available at: http://www.sf-planning.org/index.aspx?page=1886.

3 This document is available at: http://www.sfmta.com/sites/default/files/projects/2015/vision-zero-san-francisco.pdf.

Transportation Authority (FTA) thresholds or can be reduced to acceptable levels through building design or construction design measures.

Visitacion Valley Redevelopment Program EIR Noise Mitigation Measure 13-3: Potential Exposure of New, Project-Facilitated Noise-Sensitive Development to Ambient Noise Levels Exceeding Standards could also be required for the proposed project. *Noise Mitigation Measure 13-3*, which is intended to reduce potential conflicts between existing noise-generating uses and new sensitive receptors, requires that a noise analysis be prepared for new development including a noise-sensitive use, prior to issuance of a residential building permit. The analysis must include, at a minimum, a site survey to identify potential noise-generation uses within 900 feet of, and that have a direct line-of-sight to, the project site. At least one 24-hour noise measurement (with average and maximum noise level readings taken so as to able to accurately describe maximum levels reached during nighttime hours) shall be included in the analysis. The analysis shall be prepared by person(s) qualified in acoustical analysis and/or engineering and shall demonstrate with reasonable certainty that Title 24 standards can be met, and that there are no particular circumstances about the project site that appear to warrant heightened concern about noise levels in the vicinity. In addition, the study shall provide noise reduction measures, such as those described in *Noise Mitigation Measure 13-3*.

- **Air Quality.** The proposed excavation exceeds the Bay Area Air Quality Management District's (BAAQMD) screening levels for construction-related criteria air pollutants.[4] Therefore, an analysis of the project's criteria air pollutant emissions is likely to be required. Please provide detailed information related to construction equipment, phasing and duration of each phase, and volume of excavation as part of the EEA.

  In addition, project-related demolition, excavation, grading and other construction activities may cause wind-blown dust that could contribute particulate matter into the local atmosphere. To reduce construction dust impacts, the proposed project will be required to adhere to the dust control requirements set forth in the Construction Dust Ordinance contained in San Francisco Health Code Article 22B and San Francisco Building Code Section 106.A.3.2.6. The proposed project is also required to prepare a Construction Dust Control Plan for review and approval by the Department of Public Health (DPH).

  The project site is not located within an Air Pollutant Exposure Zone, as mapped and defined by Health Code Article 38. The Air Pollutant Exposure Zone identifies areas with poor air quality based on an inventory and modeling assessment of air pollution, exposures, and health vulnerability from mobile, stationary, and area source emissions within San Francisco. Given that the project site is not within an Air Pollutant Exposure Zone, additional measures or analysis related to local health risks are not likely to be required. However, if the project would include new sources of toxic air contaminants including, but not limited to, emissions from diesel generators or boilers, or any other stationary sources, the project would result in toxic air contaminants that may affect both on-site and off-site sensitive receptors. Detailed information related to any proposed stationary sources must be provided with the EEA.

---

[4] BAAQMD, *CEQA Air Quality Guidelines*, May 2011, Chapter 3.

Equipment exhaust measures during construction, such as those listed in *Visitacion Valley Redevelopment Program EIR Air Quality Mitigation Measure 9-1-C: Remediation- and Construction-Related Air Quality Impacts* will likely be required. *Visitacion Valley Redevelopment Program EIR Air Quality Mitigation Measure 9-2: Long-Term Regional Emissions Impacts*, which establishes strategies for reducing overall emissions from traffic and area sources, would likely apply to the proposed project.

- **Greenhouse Gases.** *The City and County of San Francisco's Strategies to Address Greenhouse Gas Emissions* presents a comprehensive assessment of policies, programs, and ordinances that represents San Francisco's Qualified Greenhouse Gas (GHG) Reduction Strategy. Projects that are consistent with San Francisco's Qualified GHG Reduction Strategy would result in less-than-significant impacts from GHG emissions. In order to facilitate a determination of compliance with San Francisco's Qualified GHG Reduction Strategy, the Planning Department has prepared a Greenhouse Gas Analysis Compliance Checklist.[5] The project sponsor is required to submit the completed table regarding project compliance with the identified regulations and provide project-level details in the discussion column. This information will be reviewed by the environmental planner during the environmental review process to determine if the project would comply with San Francisco's Greenhouse Gas Reduction Strategy. Projects that do not comply with an ordinance or regulation may be determined to be inconsistent with the Greenhouse Gas Reduction Strategy.

- **Geology.** The proposed project would be located on a project site with a slope greater than 20 percent and would include approximately 11,188 cubic yards of excavation. Therefore, a geotechnical study is required. The geotechnical study must be prepared by a qualified consultant and submitted with the EEA, and should provide recommendations for any geotechnical concerns identified in the study. In general, compliance with the building codes would avoid the potential for significant impacts related to structural damage, ground subsidence, liquefaction, landslides, and surface settlement. To assist Planning Department staff in determining whether the project would result in environmental impacts related to geological hazards, it is recommended that you provide a copy of the geotechnical information with boring logs for the proposed project. This study will also help inform the Department Archeologist of the project site's subsurface geological conditions.

- **Hazardous Materials.** The proposed project would include excavation of approximately 11,188 cubic yard of soil in order to accommodate the basement levels of the proposed buildings, which would be approximately 17 to 21 feet below grade. The project site is also located in Redevelopment Zone 1 on the former Southern Pacific Transportation Company property where historical uses, and previous industrial activities on adjacent property, have resulted in soil and groundwater contamination. The California Department of Toxic Substances Control (DTSC) is the designated lead agency for determination and oversight of soil and groundwater cleanup requirements for the proposed project site. Implementation of future development in Redevelopment Zone 1 would be dependent on the site's cleanup according to DTSC protocols.

  In addition, the proposed project is subject to Article 22A of the Health Code, also known as the Maher Ordinance. The Maher Ordinance, which is administered and overseen by the Department of

---

[5] Refer to http://sf-planning.org/index.aspx?page=1886 for latest "Greenhouse Gas Compliance Checklist for Private Development Projects."

Public Health, requires the project sponsor to retain the services of a qualified professional to prepare a Phase I Environmental Site Assessment (ESA) that meets the requirements of Health Code Section 22.A.6. As the lead agency for remediation activities in Redevelopment Zone 1, DTSC would coordinate with DPH on the implementation of the Maher Program on the project site.
DPH requires that projects subject to the Maher Ordinance complete a Maher Application, available at: http://www.sfdph.org/dph/EH/HazWaste/hazWasteSiteMitigation.asp. Fees for DPH review and oversight of projects subject to the ordinance would apply. Please refer to DPH's fee schedule, available at: http://www.sfdph.org/dph/EH/Fees.asp#haz. Please provide a copy of the submitted Maher Application and Phase I ESA with the EEA.

- **Hydrology and Water.** Based on the *Visitacion Valley Redevelopment Program EIR*, the project site is located in an area with the potential for soil erosion. The proposed project would include approximately 11,188 cubic yards of excavation. Therefore, *Visitacion Valley Redevelopment Program EIR Hydrology and Water Quality Mitigation Measure 12-2: Increased Risk of Soil Erosion and Contaminant Spills During Project Remediation and Construction,* which requires project sponsors to implement design features and measures to minimize project-generated erosion and control for potential hazardous materials spills, would likely apply.

- **Tree Planting and Protection.** The Department of Public Works Code Section 8.02-8.11 requires disclosure and protection of landmark, significant, and street trees located on private and public property. Any such trees must be shown on the site plans with the size of the trunk diameter, tree height, and accurate canopy drip line. Please submit the *Tree Planting and Protection Checklist* with the EEA and ensure that trees are appropriately shown on site plans. Also see the comments below under "Street Trees."

PLANNING DEPARTMENT APPROVALS:

The project requires the following Planning Department approvals. These approvals may be reviewed in conjunction with the required environmental review, but may not be granted until after the required environmental review is completed. Please note that the subject parcel is located within the Visitacion Valley Schlage Lock Plan Area.

1. **Rezoning.** The project site is located within an M-1 (Light Industrial) Zoning District. The proposed residential project would not be permitted at the proposed density. The proposed project includes a rezoning of the property to the MUG (Mixed Use General) Zoning District, which requires the Board of Supervisors approval of a Zoning Map Amendment for the subject parcel.

2. **Height District Reclassification**. The project site is located within a 40-X Height and Bulk District. The height of the proposed project would exceed the existing height limit. The proposed project includes a rezoning of the property to the 57-X and 68-X Height and Bulk Districts, which requires the Board of Supervisors approval of a Height District Reclassification for the subject parcel.

3. A **Lot Line Adjustment Application** from the Department of Public Works is required for the proposed lot line adjustment.

4. **Building Permit Applications** are required for the demolition of the existing buildings and proposed new construction on the subject property.

If the Zoning Map Amendment and Height District Reclassification are approved, the following applications would also be required:

5. A **Large Project Authorization** from the Planning Commission is required per Planning Code Section 329 for the new construction of a building greater than 75 feet in height or greater than 25,000 gross square feet. Planning Code Section 329 outlines the requirements for a Large Project Authorization that will be applicable if the project is rezoned to an MUG Zoning District. A Large Project Authorization is required for new building construction exceeding 75 feet in height or 25,000 gross square feet. All large projects are subject to review by the Planning Commission in an effort to achieve the objectives and policies of the General Plan, the applicable Design Guidelines and the Planning Code. To the extent possible, the project should be designed to minimize deviations and should strive to comply with all Planning Code requirements.

6. A **Shadow Analysis Application** is required for new construction over 40 feet in height that would cast a shadow on properties designated to be acquired by the Recreation and Parks Department.

If the Zoning Map Amendment and Height District Reclassification are not approved, the following applications would also be required:

7. A **Conditional Use Authorization** from the Planning Commission is required per Planning Code Section 207 to allow the construction of residential units in an M-1 Zoning District.

Applications are available in the Planning Department lobby at 1650 Mission Street Suite 400, at the Planning Information Center at 1660 Mission Street, and online at www.sfplanning.org. Building Permit applications are available at the Department of Building Inspection at 1660 Mission Street.

NEIGHBORHOOD NOTIFICATIONS AND PUBLIC OUTREACH:

Project Sponsors are encouraged to conduct public outreach with the surrounding community and neighborhood groups early in the development process. Additionally, many approvals require a public hearing with an associated neighborhood notification. Differing levels of neighborhood notification are mandatory for some or all of the reviews and approvals listed above.

This project is required to conduct a **Pre-Application Meeting** with surrounding neighbors and registered neighborhood groups before a development application may be filed with the Planning Department. The Pre-application packet, which includes instructions and template forms, is available at www.sfplanning.org under the "Permits & Zoning" tab. All registered neighborhood group mailing lists are available online at www.sfplanning.org under the "Resource Center" tab.

The project is also required to hold a **Post-Application Meeting** for Site and Building Permit Applications and Parks and Public Open Space Subject to Design Review. The following requirement applies to applications for site and/or building permits and parks or other public open space subject to design review. During the 30-day public review period prior to project approval, the project sponsor shall hold a public meeting on or proximate to the proposed project site. A representative from the Planning

Department shall attend any such meeting. Documentation that the meeting took place shall be submitted to the Planning Department consistent with the Department's pre-application meeting proof-of-meeting requirements and shall be kept with the project file. The Planning Director, or Planning Commission if required, shall not approve such a project prior to any such required meeting.

PRELIMINARY PROJECT COMMENTS:

The following comments address specific Planning Code and other general issues that may significantly impact the proposed project. When the Planning Code requirements differ between the M-1 and MUG Zoning Districts it is noted below; otherwise, the Planning Code requirements are the same for both Zoning Districts.

1. **Visitacion Valley/Schlage Lock Special Use District & Design for Development.** The subject property falls within the Visitacion Valley/Schlage Lock Special Use District, adopted in 2009 and amended in 2014.

   The planning process that led to the establishment of the Special Use District and associated Plans (the former Redevelopment Plan, the 2009 Design for Development), date back to 2000. The 2009 Design for Development (D4D) document memorializes the vision of a park/open space adjacent to the historic office building. It also includes the potential for housing on the southern portion of the site. The amended D4D document (2014) maintains the vision for the parcel as open space with the potential for housing. The 2014 Open Space and Streetscape Master Plan (OSSMP) for the Schlage Lock site includes a "Blanken Park alternative," which calls for open space, gardens and public programming on the site.

   The current M-1 Zoning District allows residential uses at a density ratio not exceeding the number of dwelling units permitted in the nearest residential zoning district with a Conditional Use Authorization. In this case, the nearest residential zoning district is RH-1 (Residential, House, Single-Family). Therefore, a density ratio of one unit per 1,500 square feet of lot area would be allowed with a Conditional Use Authorization. With a lot size of 35,993 square feet, a maximum of 24 dwelling units would be allowed. The project sponsor is requesting a reclassification to MUG (Mixed-Use General) and greater height limits similar to those of the adjacent Schlage Lock site. If the project is successfully rezoned to the proposed MUG Zoning District, there is no residential density limit.

   The adjacent Schlage Lock development agreement and accompanying zoning emerged from over 15 years of community process and is part of a master plan which provides significant public benefits, including public open space, streetscape and transportation improvements, access improvements to the Caltrain station, increased affordable housing, and restoration of the historic office building – including the provision of community space. Moreover, the Schlage Lock project will be building substantial basic infrastructure (e.g. streets, water, sewer), and it is possible that the 2201 Bayshore project will benefit from these investments. Comparable to the process for the Schlage Lock site, the Planning Department would expect any reclassification of this site to be vetted through a public process that includes consideration of design and public benefits. Related to this site particularly, the community has long prioritized benefits and amenities associated with the old office building and open space. Any proposed public benefits should be inspired by and consistent with the Design for Development document and Open Space and Streetscape Master Plan. (See Public Realm

Improvements, below.) Please review all of the Visitacion Valley/Schlage Lock plan documents, available at: http://www.sf-planning.org/index.aspx?page=1682.

The Department recommends coordinating with the Planning Department and the Office of Economic and Workforce Development in order to discuss a public engagement process and next steps. For contact information, please see the Visitacion Valley/Schlage Lock page on the Planning Department's website: http://www.sf-planning.org/index.aspx?page=1682.

2. **Existing Height and Bulk.** The subject property is located within a 40-X Height and Bulk District, which does not permit the project's proposed height and bulk. The proposed project could not be approved under existing zoning; therefore, a height reclassification is required.

3. **Building Bulk.** Planning Code Section 249.45 outlines bulk and mass limitations. Please ensure that the project plans provide adequate detail in order for staff to determine compliance with this Planning Code requirement.

4. **Site Planning/Urban Design Concept Plan.** The Department encourages that this lot is developed with a site plan that references the broader community process that resulted in the adoption of the first D4D document in 2009 and the current D4D document in June 2014. The Urban Design Concept Plan in both documents shows no buildings on the northern side of the lot, but rather an extension of the Blanken Street Park. The Department encourages the addition of more public open space especially on the northern side of this lot in order to be consistent with the Visitacion Valley Schlage Lock Open Space and Streetscape Master Plan and the Design for Development document.

5. **Major Modification.** Per Planning Code Section 249.45, a Major Modification is any deviation of more than 10 percent from any quantitative standard in this Special Use District or the Design for Development document. If the project is seeking any such deviation then the Major Modification must be approved by the Planning Commission. Additionally, any modifications to Bulk and Massing, Ground Floor Entrances, Private Open Space, Car Sharing, and Public Realm as outlined in either Planning Code Section 249.45 and the Design for Development document also requires a Major Modification that can be approved by the Planning Commission.

6. **Rear Yard.** Planning Code Section 134 requires a minimum rear yard setback of 25% of the lot depth to be provided at the lowest story containing a dwelling unit, and at each succeeding level or story of the building. As proposed, all residential floors of the project encroach into the required rear yard; therefore, the project does not comply. The Planning Department recommends the provision of a comparable amount of open space equivalent to what would have been provided in a compliant rear yard. This deviation would be approved as an exception under the Large Project Authorization or as a Major Modification if a Large Project Authorization is not required.

7. **Open Space (Residential).** For the MUG Zoning District, Planning Code Section 135 requires the project to provide 80 sf of open space for every dwelling unit (if non publicly accessible) and 54 sf of open space for every dwelling unit (if publicly accessible). For the M-1 Zoning District, Planning Code Section 249.45 requires the project to provide 50 sf of open space for every dwelling unit (if common) and 60 sf of open space for every dwelling unit (if private). As proposed, the project provides approximately 16,488 sf of a combination of publicly accessible and not publicly accessible open space. As proposed, there is not sufficient detail provided to determine whether the project

meets the open space requirements. Please ensure that the project plans provide adequate detail in order for staff to determine compliance.

8. **Permitted Obstructions.** Planning Code Section 136 establishes specific dimensional and glazing requirements for bay window projections. As proposed, there is not sufficient detail provided to determine whether the proposed bay windows and balconies comply. Please ensure that the project plans provide adequate detail in order for staff to determine compliance.

9. **Exposure**. Section 140 requires that each dwelling unit have at least one room that meets the 120-square-foot minimum superficial floor area requirement of Section 503 of the Housing Code face directly on a street right-of-way, code-complying rear yard, or an appropriately sized courtyard. The proposed rear yard is not code-complying and does not provide a large enough courtyard to meet the exposure requirement for those units that only have windows fronting the rear yard area. Therefore, the proposed project requires revision to meet the minimum exposure requirement, or you may request and justify an exposure exception through the Large Project Authorization process. The Department generally encourages projects to minimize the number of units needing an exposure exception. As proposed, there is not sufficient detail provided to determine whether the project meets the exposure requirements. Please ensure that the project plans provide adequate detail in order for staff to determine compliance.

10. **Rooftop Screening**. Planning Code Section 141 establishes specific rooftop screening requirements. As proposed, there is not sufficient detail provided to determine whether the project meets the rooftop screening requirements. Please ensure that the project plans provide adequate detail in order for staff to determine compliance.

11. **Street Trees/Streetscape Plan/Pedestrian Improvements**. Planning Code Section 138.1 outlines the requirements for streetscape and pedestrian improvements, including the requirement for new street trees and a streetscape plan. Per Planning Code Section 138.1, the project sponsor will be required to submit a Streetscape Plan illustrating the location and design of streetscape improvements appropriate to the street type, including site furnishings, landscaping, corner curb extensions, and sidewalk widening as appropriate. The Planning Department may require these elements as part of conditions of approval. Streetscape designs should be consistent with the Schlage Lock Open Space + Streetscape Master Plan, which can be found at http://www.sf-planning.org/index.aspx?page=1682. The project sponsor should coordinate streetscape and pedestrian improvements with the master developer of the adjacent Schlage Lock site. Required streetscape and pedestrian improvements are not eligible for in-kind fee credit.

12. **Bird Safety.** Planning Code Section 139 outlines the standards for new construction to reduce bird mortality and bird hazards. Please refer to these standards to ensure compliance with the Standards for Bird-Safe Buildings.

13. **Shadow Analysis.** Based upon the preliminary analysis and submitted materials, the project will have potential shadow impacts on nearby property designated to be acquired by the San Francisco Recreation and Park Department. A Shadow Analysis Application will be required if the proposed building(s) exceed 40 feet in height.

14. **Shadow Analysis (Section 295).** Planning Code Section 295 requires that a shadow analysis must be performed to determine whether the project has the potential to cast shadow on properties under the jurisdiction of or designated to be acquired by the San Francisco Recreation and Park Commission. Department staff has prepared a shadow fan that indicates the project may cast new shadow on Blanken Park, the Leland Greenway, and Visitacion Park. Therefore, a detailed shadow analysis would need to be prepared to determine if the project would create new shadow in that results in an adverse impact to Blanken Park, the Leland Greenway, and Visitacion Park, pursuant to Section 295. If this detailed shadow analysis finds that the project would cast shadow on Blanken Park, the Leland Greenway, and Visitacion Park, the sponsor should explore sculpting of portions of the project to avoid casting new shadows on the park.

15. **Street Frontage.** New construction located within an MUG Zoning District would be subject to the requirements for street frontage as outlined in Planning Code Section 145.1, including the requirements for active uses, ground floor ceiling heights, transparency and fenestration, among others. Please refer to Planning Code Section 145.1. In addition, Planning Code Section 249.45 requires that residential entrances line the streets as described in the D4D document. Please ensure that the project plans provide adequate detail in order for staff to determine compliance with both Code Sections.

16. **Parking.** Under the current zoning and the proposed zoning, no parking would be required. However, each of these zoning districts would have parking maximums, which are listed in Planning Code Section 151.1. Per Planning Code Section 249.45, parking is limited to up to one parking space for every dwelling unit in the Schlage Lock Visitacion Valley Special Use District. Based on the existing and future transit accessibility of the site and the need to limit traffic volumes in the area, parking should be minimized on site. The project as proposed complies with this Code Section.

17. **Bicycle Parking.** Planning Code Section 155.1-155.4 provides requirements for bicycle parking and associated facilities (i.e. showers and lockers) in new residential development. Based on the proposed plans, which includes 205 dwelling units, the proposed project is required to provide a minimum of 126 Class 1 bicycle parking spaces and 10 Class 2 bicycle parking spaces. The project as proposed complies with this Code Section.

18. **Dwelling Unit Mix.** For the MUG Zoning District, Planning Code Section 207.6 states that at least 40% of the dwelling units in each building with residential uses shall contain at least 2 bedrooms or that states that at least 30% of the dwelling units in each building with residential uses shall contain at least 3 bedrooms. For the M-1 Zoning District, Planning Code Section 249.45 states that at least 30% of the dwelling units in each building with residential uses shall contain at least 2 bedrooms. The project appears to comply with this Code Section, however, please provide more detail on the floor plans in order for staff to be able to determine if the bedroom size and arrangement is in compliance.

19. **Visitacion Valley Community Facilities and Infrastructure Fee.** The Visitation Valley Community Facilities and Infrastructure Fee shall be paid before the City issues a first construction document. The fee is $4.58 for each net addition of occupied square feet of residential use.

20. **Option for In-Kind Provision of Community Improvements and Fee Credits.** Project sponsors may propose to directly provide community improvements to the City. In such a case, the City may enter

into an In-Kind Improvements Agreement with the sponsor and issue a fee waiver for the Visitation Valley Community Facilities and Infrastructure Fee from the Planning Commission, for an equivalent amount to the value of the improvements. This process is further explained in Section 420.3(c) of the Planning Code. More information on in-kind agreements can be found in the Application Packet for In-Kind Agreement at http://www.sf-planning.org/Modules/ShowDocument.aspx?documentid=8601

21. **Public Realm Improvements.** Blanken Park and the public space near the old office building have been identified as priority projects in the Schlage Lock D4D and OSSMP documents. The concept proposal in the Schlage Lock Open Space + Streetscape Master Plan includes community gardens, safe and landscaped pedestrian connections, well-designed stairs, fitness stations, and landscaped slopes. See comments in the Preliminary Design Comment section below for more discussion.

22. **Transit Impact Development Fee.** Pursuant to Planning Code Section 411 et seq., the Transit Impact Development Fee may apply if uses other than residential are added to the proposal. Please be aware that an ongoing process – the Transportation Sustainability Program may eventually replace the Transit Impact Development Fee. You can find more information about this program here: http://www.sf-planning.org/index.aspx?page=3035

23. **Bayshore Multi-modal Facility Location Study.** The City and County of San Francisco are currently evaluating alternative locations and designs for a multi-modal facility to strengthen transit connections in the Schlage Lock area, including a planned bus rapid transit (BRT) route. The "multi-modal facility" may be as simple as an enhanced streetscape, as significant as a new enclosed structure, or any range of investments which fall between the two. The Project Sponsor should ensure designs that support transit access and multi-modal connections in the area, as consistent with BRT plans and Study findings. The Study is expected to have public engagement commencing in Fall 2015 and to conclude in Spring 2016. For more information contact Jeremy Shaw at (415) 575-9135 or Jeremy.Shaw@sfgov.org.

24. **Affordable Housing.** Pursuant to Planning Code Section 415, any housing project which consists of ten or more dwelling units shall satisfy the Inclusionary Housing Program requirements outlined in Planning Code Section 415.3(b), Table 415.3. Table 415.3 provides alternatives which include payment of a 20% fee, providing 12% (of the total # of units) on-site as affordable, or 20% (of the total # of units) off-site as affordable. Please see Planning Code Section 415 for further Inclusionary Housing Program Code requirements which also includes submission of an Affidavit of Compliance to the Planning Department depending on the alternative sought. Any on-site affordable dwelling-units proposed as part of the project must be designated as owner-occupied units, not rental units. Affordable units designated as on-site units shall be sold as ownership units and will remain as ownership units for the life of the project.

    For your information, if a project proposes rental units, it may be eligible for an on-site alternative to the Affordable Housing Fee if it has demonstrated to the Planning Department that the affordable units are not subject to the Costa Hawkins Rental Housing Act (a Costa Hawkins exception). Affordable units are not subject to the Costa Hawkins Rental Housing Act under the exception provided in Civil Code Sections 1954.50 through one of the following methods:

    a. Direct financial construction from a public entity
    b. Development bonus or other form of public assistance

You must state in your submittal how the project qualifies for a Costa Hawkins exception. If the project is deemed eligible, we may start working with the City Attorney on the agreement.

25. **First Source Hiring Agreement.** A First Source Hiring Agreement is required for any project proposing to construct 25,000 gross square feet or more. For more information, please contact:

    Ken Nim, Workforce Compliance Officer
    CityBuild, Office of Economic and Workforce Development
    City and County of San Francisco
    50 Van Ness Avenue, San Francisco, CA 94102
    (415) 581-2303

PRELIMINARY DESIGN COMMENTS:

The project is located in the Visitation Valley/Schlage Lock Development Project area, the result of a long community planning process. The current neighborhood context includes primarily three-story residential buildings with some nearby ground floor retail along Bayshore Boulevard. The proposed more immediate context is intended to include residential buildings of up to 57 or 68 feet in height with minimal and specifically located ground floor commercial uses. In addition, the adjacent historic office building will be restored and include community uses. This site, most recently envisioned as a park, is also adjacent to CalTrain tracks and right-of-way. The following comments address preliminary design issues that may significantly impact the proposed project:

1. **Site Design, Open Space, and Massing.** Overall, the Urban Design Advisory Team (UDAT) recommends a more modestly built project located in the southern portion of the site that more directly supports the recent community planning intent to have an open space with smaller buildings rather than maximum built envelop with edge pathways. In the direction of a more modest scenario, UDAT would encourage the creation of an open space from Blanken Avenue to the extension of Raymond Avenue that is well-connected and accessible to the public. It would be also important to establish a welcoming pedestrian connection between Bayshore Boulevard and Street A.

2. **Street Frontage.** Generally, the project should respect and enhance the planned street grid, infrastructure and pedestrian networks in the Development Project area. UDAT would support residential units at the ground floor in alignment with the approved Design of Development document. Particular detail, transparency, and design attention should be given for the facades, exterior design elements and pathways that face onto larger passageways and open space, for example, at the end of Leland Avenue and its greenway. The sponsor should consider a community room with outdoor interface to activate adjacent open space on the northern portion of the site.

3. **Architecture.** As the project is diagrammatic, UDAT does not yet have any specific architectural comments however more generally recommends the use of high quality materials, significant depth between façade planes, and thoughtful detailing to provide interest at the pedestrian level.

PRELIMINARY PROJECT ASSESSMENT EXPIRATION:

This Preliminary Project Assessment is valid for a period of **18 months**. An application, as listed above, must be submitted no later than **February 7, 2017**. Otherwise, this determination is considered expired and a new Preliminary Project Assessment is required. Such applications and plans must be generally consistent with those found in this Preliminary Project Assessment.

cc: Julie Heinzler, Property Owner
Erika Jackson, Current Planning
Jenny Delumo, Environmental Planning
Jeremy Shaw, Citywide Planning and Analysis
Jonas Ionin, Planning Commission Secretary
Charles Rivasplata, SFMTA
Jerry Sanguinetti, Public Works
Pauline Perkins, SFPUC
Planning Department Webmaster (planning.webmaster@sfgov.org)

Jeffrey H. Lowenthal (State Bar No. 111763)
Dana M. Andreoli (State Bar No. 262068)
STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
Telephone: (415) 421-3400
Facsimile: (415) 421-2234
E-mail: jlowenthal@steyerlaw.com
dandreoli@steyerlaw.com

Attorneys for Attorneys for Defendant
424 Jessie Historic Properties, LLC

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

10/16/2019
Clerk of the Court
BY: VANESSA WU
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

VISITACION INVESTMENT, LLC, a California limited liability company,

Plaintiff,

v.

424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company, all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the Complaint adverse to Plaintiff's title, or any cloud on Plaintiff's title thereto, and DOES 1 through 50, inclusive,

Defendants.

Case No. CGC-19-579667

NOTICE OF PENDING ACTION
(Lis Pendens)

Action Filed: October 1, 2019
Trial Date: None set

RECORDING REQUESTED BY

STEYER LOWENTHAL BOODROOKAS ALVAREZ & SMITH LLP

AND WHEN RECORDED MAIL TO

Jeffrey H. Lowenthal
235 Pine Street, 15th Floor
San Francisco, CA 94104
Telephone: (415) 421-3400
Facsimile: (415) 421-2234

CONFORMED COPY of document recorded
10/16/2019,2019K844264
on _____ with document no _____
This document has not been compared with the original
SAN FRANCISCO ASSESSOR-RECORDER

APN: 5087-003; 5087-003A; 5099-014; 5100-002; 5100-003; 5100-010; 5101-006; 5101-007; 5102-009; and 5107-001

(Space Above this Line for Recorder's Use)

NOTICE OF PENDING ACTION
[Lis Pendens]

NOTICE IS HEREBY GIVEN that an action concerning and affecting the real property as described herein was commenced on or about October 1, 2019, in the above-named court by plaintiff Visitacion Investment, LLC ("Plaintiff") against defendants 424 Jessie Historic Properties, LLC, All persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the Complaint adverse to Plaintiff's title, or any cloud on Plaintiff's title thereto, and DOES 1 through 500, inclusive.

The action concerns real property located in San Francisco County, California commonly known as 2201, 2245, 2500 and 2555 Bayshore Boulevard, 222 Tunnel Avenue and 289, 290 and 292 Sunnydale Avenue, San Francisco, CA also known as Assessor's Parcel Numbers 5087-003; 5087-003A; 5099-014; 5100-002; 5100-003; 5100-010; 5101-006; 5101-007; 5102-009; and 5107-001 and legally described in Exhibit A attached hereto and incorporated herein by reference (the "Subject Property").

The object of the action is, among other things, to quiet title to defendants' easement rights over the Subject Property.

Dated: October 16, 2019

STEYER LOWENTHAL BOODROOKAS ALVAREZ & SMITH LLP

By: _____
Jeffrey H. Lowenthal
Dana M. Andreoli
Attorneys for Attorneys for Defendant
424 Jessie Historic Properties, LLC

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)
) ss.
COUNTY OF SAN FRANCISCO)

On October 16, 2019 before me, CHRISTINE ANGELICA KLEM, Notary Public, personally appeared **JEFFREY H. LOWENTHAL,** 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.

Christin Klem

Notary Public

[SEAL]

CHRISTINE ANGELICA KLEM
Notary Public - California
San Francisco County
Commission # 2297437
My Comm. Expires Aug 13, 2023

EXHIBIT A

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of San Francisco, County of San Francisco, State of California, described as follows:

PARCEL 1:

LOTS 3 AND 3-A, AS SAID LOTS ARE SHOWN ON THE MAP OF PARCEL MAP BOOK 11, PAGE 23, FILED JUNE 26, 1979, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

PARCEL 2:

LOT 14, AS SAID LOT IS SHOWN ON THE MAP OF PARCEL MAP BOOK 11, PAGE 23, FILED JUNE 26, 1979, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM, THE TITLE AND EXCLUSIVE RIGHT TO ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED THEREFROM, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL PETROLEUM, OIL, NATURAL GAS AND OTHER HYDROCARBON SUBSTANCES AND PRODUCTS DERIVED THEREFROM, TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT OF SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS BENEATH THE SURFACE OF SAID LAND TO EXPLORE FOR, EXTRACT, MINE AND REMOVE THE SAME, AND TO MAKE SUCH USE OF THE SAID LAND BENEATH THE SURFACE AS IS NECESSARY OR USEFUL IN CONNECTION THEREWITH, WHICH USE MAY INCLUDE LATERAL OR SLANT DRILLING, BORING, DIGGING OR SINKING OF WELLS, SHAFTS OR TUNNELS, PROVIDED, HOWEVER, THE SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS, AND SHALL NOT DISTURB THE SURFACE OF SAID LAND OR ANY IMPROVEMENTS THEREON AS RESERVED IN THE DEED FROM SOUTHERN PACIFIC COMPANY, A CORPORATION OF THE STATE OF DELAWARE TO SCHLAGE LOCK CO., A CORPORATION, RECORDED MAY 19, 1961, IN BOOK A267 OF OFFICIAL RECORDS AT PAGE/IMAGE 734.

PARCEL 3:

PART OF LOTS 8 AND 9, VISITACION VALLEY HOMESTEAD ASSOCIATION, AS PER MAP THEREOF FILED SEPTEMBER 22, 1868, IN BOOK "C" AND "D" OF MAPS, PAGE 119, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY CURVED LINE OF BAY SHORE BOULEVARD AND THE NORTHEASTERLY LINE OF SAID LOT 9; RUNNING THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF BAY SHORE BOULEVARD 76.161 FEET TO A POINT WHICH IS PERPENDICULARLY DISTANT 200 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF SUNNYDALE AVENUE; THENCE SOUTHEASTERLY PARALLEL WITH SAID LINE OF SUNNYDALE AVENUE 270.088 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 8; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG THE LAST MENTIONED LINE 76 FEET LINE OF SAID LOT 8; THENCE AT A RIGHT ANGLE N NORTHEASTERLY ALONG THE LAST MENTIONED LINE 76 FEET TO THE NORTHEASTERLY LINE OF LOTS 8 AND 9, A DISTANCE OF 265.236 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THOSE PORTIONS OF LOTS NOS. 8 AND 9 OF VISITACION VALLEY HOMESTEAD ASSOCIATION, ACCORDING TO MAP THEREOF FILED SEPTEMBER 22, 1868, IN MAP BOOK "C" AND "D", PAGE 119, IN THE OFFICE OF THE RECORDER OF THE CITY OF SAN FRANCISCO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF SUNNYDALE AVENUE AND THE SOUTHEASTERLY LINE OF SAN BRUNO AVENUE; RUNNING THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAN BRUNO AVENUE 200 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 272 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 200 FEET TO THE NORTHEASTERLY LINE OF SUNNYDALE AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG LAST MENTIONED LINE 272 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, HOWEVER, THAT PORTION HERETOFORE CONVEYED BY DEED FROM W. WIGHTMAN NORTON, A SINGLE MAN; AND MAX SCHWARTZ AND PAULA C. SCHWARTZ, HIS WIFE, TO CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, DATED NOVEMBER 3, 1931, RECORDED DECEMBER 3, 1931, IN TRACT BOOK 189-74, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAN BRUNO AVENUE, DISTANT THEREON 114.249 FEET NORTHEASTERLY FROM NORTHEASTERLY LINE OF SUNNYDALE AVENUE; RUNNING THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE 85.751 FEET TO THE SOUTHWESTERLY LINE OF THE PROPERTY CONVEYED TO A. PENZINER, BY DEED RECORDED IN BOOK 2044 PAGE 223, OFFICIAL RECORDS; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF THE PROPERTY SO CONVEYED 1.912 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, TANGENT TO A LINE DEFLECTED 92° 32? 12" TOP THE RIGHT FROM THE PRECEDING COURSE, RADIUS 1937.50 FEET, CENTRAL ANGLE 2° 32? 12", A DISTANCE OF 85.779 FEET TO ITS POINT OF TANGENCY WITH THE SOUTHEASTERLY LINE OF SAN BRUNO AVENUE AND THE POINT OF BEGINNING.

BEING A PORTION OF LOT 9, VISITACION VALLEY HOMESTEAD ASSOCIATION, AS PER MAP THEREOF RECORDED IN MAP BOOK "C" AND "D", PAGE 119, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

PARCEL 5:

LOT 10, AS SAID LOT IS SHOWN ON THE MAP OF PARCEL MAP BOOK 11, PAGE 23, FILED JUNE 26, 1979, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM, THE TITLE AND EXCLUSIVE RIGHT TO ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING SAID PARCEL OF LAND OR THAT MAY PRODUCED THEREFROM, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL PETROLEUM, OIL, NATURAL GAS AND OTHER HYDROCARBON SUBSTANCES AND PRODUCTS DERIVED THEREFROM, TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT OF SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS BENEATH THE SURFACE OF SAID LAND TO EXPLORE FOR, EXTRACT, MINE AND REMOVE THE SAME, AND TO MAKE SUCH USE OF THE SAID LAND BENEATH THE SURFACE AS IS NECESSARY OR USEFUL IN CONNECTION THEREWITH, WHICH USE MAY INCLUDE LATERAL OR SLAT DRILLING, BORING, DIGGING OR SINKING OF WELLS, SHAFTS OR TUNNELS, PROVIDED,

HOWEVER, THAT SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS, AND SHALL NOT DISTURB THE SURFACE OF SAID LAND OR ANY IMPROVEMENTS THEREON AS RESERVED IN THE DEED FROM SOUTHERN PACIFIC COMPANY TO SCHLAGE LOCK CO. RECORDED DECEMBER 27, 1963, SERIES NO. M-56686.BOOK/REEL A-695 AND IMAGE/PAGE 841.

PARCEL 6:

LOT 7, AS SAID LOT IS SHOWN ON THE MAP OF PARCEL MAP BOOK 16, PAGE 40, FILED JULY 16, 1980, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM, THAT PORTION THEREOF LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY; HOWEVER, GRANT OR ITS SUCCESSORS AND ASSIGNS SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID PROPERTY OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE, AS RESERVED IN THE DEED FROM SOUTHERLY PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, TO PACIFIC LITHOGRAPH COMPANY, A CORPORATION, RECORDED SEPTEMBER 4, 1980, BOOK D-55, PAGE 527.

PARCEL 7:

LOT 6, AS SAID LOT IS SHOWN ON THE MAP OF PARCEL MAP BOOK 16, PAGE 40, FILED JULY 16, 1980, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

PARCEL 8:

LOT 8, AS SAID LOT IS SHOWN ON THE MAP OF PARCEL MAP BOOK 16, PAGE 40, FILED JULY 16, 1980, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THAT CERTAIN COURSE HAVING A LENGTH OF 596.75 FEET AS SHOWN IN THE EASTERLY LINE OF SAID LOT 8, DISTANT THEREON SOUTH 1° 16' 55" WEST 190.00 FEET FROM THE NORTHERLY TERMINUS OF SAID COURSE; THENCE CONTINUING ALONG SAID COURSE SOUTH 1° 16' 55" WEST 408.52 FEET TO THE SOUTHERLY TERMINUS OF SAID COURSE; THENCE LEAVING SAID COURSE, NORTH 28° 08' 04" WEST 70.13 FEET TO A POINT IN A LINE THAT IS CONCENTRIC WITH AND DISTANT 18 FEET EASTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERLY PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK AND THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN FRANCISCO-SAN LUIS OBISPO): THENCE ALONG SAID CONCENTRIC LINE AS FOLLOWS: NORTHERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 18° 29' 24" (TANGENT TO SAID CURVE AT LAST MENTIONED POINT BEARS NORTH 13° 35' 41" WEST), AN ARC DISTANCE OF 193.63 FEET TO A POINT OF COMPOUND CURVE, AND NORTHERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 5,691.69 FEET, A CENTRAL ANGLE OF 1° 34' 15", AN ARC DISTANCE OF 156.05 FEET; THENCE LEAVING SAID CONCENTRIC LINE, SOUTH 88° 43' 05" EAST 41.39 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SUNNYDALE AVENUE, DISTANT THEREON 105 FEET AND 8 INCHES EASTERLY FROM THE EASTERLY LINE OF MILLKEN STREET; RUNNING THENCE EASTERLY ALONG THE SAID SOUTHERLY LINE OF SUNNYDALE AVENUE 138 FEET AND 8 INCHES; THENCE AT A RIGHT ANGLE SOUTHERLY 224 FEET AND 5 INCHES; THENCE AT A RIGHT ANGLE WESTERLY 138 FEET AND 8 INCHES; AND THENCE AT A RIGHT ANGLE NORTHERLY 224 FEET AND 5 INCHES TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAN MATEO COUNTY.

PARCEL 10:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SUNNYDALE AVENUE (FORMERLY TOBIN STREET), DISTANT THEREON 244 FEET 4 INCHES EASTERLY FROM THE EASTERLY LINE OF MILLIKEN STREET, RUNNING THENCE SOUTH 71-½° EAST ALONG THE SOUTHERLY LINE OF SUNNYDALE AVENUE 277 FEET 4 INCHES; THENCE SOUTH 18-½° WEST 224 FEET 5 INCHES; THENCE NORTH 71-½° WEST 277 FEET 4 INCHES; THENCE NORTH 18-½° EAST 224 FEET 5 INCHES TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAN MATEO COUNTY.

APN: LOT: 003; BLOCK: 5087 (Affects: Lot 3 of Parcel 1)
LOT: 003A; BLOCK: 5087 (Affects: Lot 3A of Parcel 1)
LOT: 014; BLOCK: 5099 (Affects: Parcel 2)
LOT: 002; BLOCK: 5100 (Affects: Parcel 3)
LOT: 003; BLOCK: 5100 (Affects: Parcel 4)
LOT: 010; BLOCK: 5100 (Affects: Parcel 5)
LOT: 006; BLOCK: 5101 (Affects: Parcel 6)
LOT: 007; BLOCK: 5101 (Affects: Parcel 7)
LOT: 009; BLOCK: 5102 (Affects: Parcel 8)
LOT: 001; BOCK: 5107 (Affects: Parcels 9 and 10)

PROOF OF SERVICE (1013a(3) C.C.P.)

I declare that I am over the age of eighteen years and that I am not a party to this action. I am an employee of Steyer Lowenthal Boodrookas Alvarez & Smith LLP, and my business address is 235 Pine Street, 15th Floor, San Francisco, CA 94104.

On the date set forth below, I served the following document(s):

NOTICE OF PENDING ACTION
[Lis Pendens]

☒ by sending the true copies thereof as designated below;
☒ by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelopes addressed as follows:

Kenneth S. Katzoff
Katzoff & Riggs
1500 Park Avenue, Suite 300
Emeryville, CA 94608
Telephone: 510-597-1990
Email: rriggs@katzoffriggs.com
[Attorneys for Plaintiff
Visitacion Investment, LLC]

☒ **BY CERTIFIED MAIL; RETURN RECEIPT REQUESTED.** I am readily familiar with the practice for collection and processing of correspondence for mailing with the U.S. Postal Service, to wit, that correspondence will be deposited with the U.S. Postal Service this same day in the ordinary course of business. I sealed said envelope and placed it for collection and mailing following ordinary business practices.

☒ **(*STATE*)** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 16, 2019, at San Francisco, California.

Elizabeth R. Costiniano

CONFORMED COPY of document recorded
10/18/2019, 2019K845690
on _____ with document no. _____
This document has not been compared with the original
SAN FRANCISCO ASSESSOR-RECORDER

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
10/18/2019
Clerk of the Court
BY: KALENE APOLONIO
Deputy Clerk

Recording requested by
and after recording return to:

KENNETH S. KATZOFF (SBN 103490)
STEPHEN G. PREONAS (SBN 245334)
Katzoff & Riggs, LLP
1500 Park Ave., Suite 300
Emeryville, CA 94608
Tel. No. (510) 597-1990

Attorneys for Plaintiff
VISITACION INVESTMENT, LLC

SUPERIOR COURT OF CALIFORNIA – UNLIMITED CIVIL JURISDICTION
CITY AND COUNTY OF SAN FRANCISCO

VISITACION INVESTMENT, LLC, a California limited liability company Plaintiffs, vs. 424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company, all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the Complaint adverse to Plaintiff's title, or any cloud on Plaintiff's title thereto, and DOES 1 through 50, inclusive, Defendants.	Case No. CGG-19-579667 **NOTICE OF PENDING ACTION** 2201 Bay Shore Boulevard and 220 Tunnel Avenue, San Francisco APNs: 5087-004 and 5087-005

PLEASE TAKE NOTICE that this action was commenced in the above-named court on October 1, 2019 by VISITACION INVESTMENT, LLC against 424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company, all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

described in the Complaint adverse to Plaintiff's title, or any cloud on Plaintiff's title thereto and DOES 1 – 50, inclusive and is now pending.

The complaint alleges a real property claim affecting real property located in San Francisco County, California, commonly known as 2201 Bay Shore Boulevard and 220 Tunnel Avenue, San Francisco and more particularly described in the attached Exhibit A.

APNs: 5087-004 and 5087-005

Date: October 1, 2019

KATZOFF & RIGGS, LLP

STEPHEN G. PREONAS

Attorneys for PLAINTIFF
VISITACION INVESTMENT, LLC

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Exhibit "A"

FEE PARCEL

THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN FRANCISCO, CITY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL 4 AND 5 AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS, PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT NO. 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT NO. 4 SOUTH 74°37'31" EAST (SHOWN AS "SOUTH 75°48'30" EAST" ON SAID PARCEL MAP) 55.07 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO); THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 15°18'45" WEST, HAVING A RADIUS OF 5785.096 FEET, THROUGH A CENTRAL ANGLE OF 1°17'04" AN ARC DISTANCE OF 129.70 FEET TO THE WESTERLY LINE OF SAID LOT NO. 5; THENCE CONTINUING SOUTHERLY ALONG SAID CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 5°21'01" AN ARC DISTANCE OF 540.10 FEET TO THE SOUTHERLY LINE OF SAID LOT NO. 5; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT NO. 5 NORTH 72°09'01" WEST (SHOWN AS "NORTH 73°20' WEST" ON SAID PARCEL MAP) 117.46 FEET TO SOUTHEASTERLY LINE OF SAID LOT NO. 4; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 32°17'13" WEST 29.95 FEET; THENCE NORTH 17°58'59" EAST (SHOWN AS "SOUTH 16°48'00" WEST" ON SAID PARCEL MAP) 309.26 FEET; THENCE SOUTH 71°57'37" EAST 19.979 FEET; THENCE NORTH 17°58'59" EAST 304.33 FEET; THENCE NORTH 74°37'31" WEST 20.00 FEET; THENCE NORTH 17°58'59" EAST 80.00 FEET TO THE POINT OF BEGINNING.

PORTION OF ASSESSOR'S LOTS 004 AND 005, BLOCK 5087

SCHEDULE 1
(MAIN LINE EASTMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (SIGNAL CABINET AREA)

COMMENCING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE HAVING A DISTANCE OF 109.964 FEET AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, AND 5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY; THENCE SOUTH 17°58'59" WEST ALONG SAID COURSE, 3.2 FEET TO A CHAIN LINK FENCE; THENCE SOUTH 32°17'13" WEST ALONG SAID FENCE, 21.6 FEET TO A FENCE POST; THENCE SOUTH 17°42'55" WEST, CONTINUING ALONG SAID FENCE, 100.2 FEET TO ANOTHER FENCE POST; THENCE SOUTH 69°17'37" EAST, CONTINUING ALONG SAID FENCE, 117.3 FEET TO ANOTHER FENCE POST; THENCE NORTH 9°22'01" EAST, CONTINUING ALONG SAID FENCE, 2.0 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN TO BE DESCRIBED; THENCE CONTINUING NORTH 9°22'01" EAST ALONG SAID FENCE, 22.0 FEET; THENCE SOUTH 80°37'59" EAST, LEAVING SAID FENCE, 22.8 FEET; THENCE SOUTH 9°22'01" WEST 22.0 FEET; THENCE NORTH 80°37'59" WEST 22.8 FEET TO THE TRUE POINT OF BEGINNING.

SCHEDULE 2
(DRILL & SPUR TRACK EASEMENT)

THOSE CERTAIN PARCELS OR STRIPS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE LYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REEL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT TA POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTH 15°19'08" WEST ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, 88.81 FEET TO A POINT IN THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, LAST SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 68.75 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8, LAST SAID POINT BEING TRUE POINT OF BEGINNING OF

THE LINE HEREIN TO BE DESCRIBED; THENCE SOUTHERLY AND SOUTHWESTERLY AND SOUTHERLY CONTINUING ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 3.62 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10", AN ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18' WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; SOUTH 32°19'44" WEST, TANGENT TO THE LAST SAID CURVE AT LAST SAID POINT, 161.72 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 286.483 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 177.35 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 544.20 FEET.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

ALSO, EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAID COUNTY OF SAN MATEO.

PARCEL NO. 3: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE, LAYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REAL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 92.43 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10' AND ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; AND SOUTH 32°19'44" WEST, TANGENT TO LAST SAID CURVE AT

LAST SAID POINT, 53.00 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY (WHICH TRACK DIVERGES NORTHERLY FROM SAID CENTER LING OF SAID COMPANY'S DRILL TRACK) AND THE TRUE POINT OF BEGINNING OF THE LINE HEREIN TO BE DESCRIBED; THENCE NORTHERLY ALONG SAID CENTER OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 81.00 FEET TO A POINT; NORTHERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 110.76 FEET TO A POINT; AND NORTH 9°22'01' EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 109.53 FEET.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED 30 FOOT WIDE STRIP OF LAND, HEREIN ABOVE DESCRIBED IN "PARCEL NO. 3, LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

SCHEDULE 3
(ACCESS ROADWAY EASEMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (ROADWAY AREA)

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, &5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO), SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 115.29 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8; THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE, ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 8°40'41" WEST, HAVING A RADIUS OF 5785.096 FEET, A CENTRAL ANGLE OF 0°51'24", AN ARC DISTANCE OF 86.50 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK (WHICH LIES WESTERLY OF AND WHICH DIVERGES NORTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK AND WHICH DRILL TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE), AND WHICH SAID DRILL TRACK CROSSES THE COMMON COUNTY LINE BETWEEN COUNTY OF SAN FRANCISCO AND COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID PARALLEL AND

CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 9°22'01" WEST 67.82 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 367.245 FEET, A CENTRAL ANGLE OF 16°36'08", AN ARC DISTANCE OF 106.41 FEET TO A POINT; AND SOUTH 25°58'09" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 80.17 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE SOUTHWESTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 32°19'44" WEST 107.88 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 271.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 168.08 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 356.47 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SUNNYDALE AVENUE, 66 FEET WIDE; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTH 69°24'23" WEST ALONG SAID PROLONGATION, 65.40 FEET TO A POINT IN THE MOST WESTERLY LINE OF SAID LOT NO. 8, LAST SAID POINT BEING THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN ON SAID MAP HAVING A DISTANCE OF "66.00'"; THENCE NORTH 20°35'37" EAST ALONG LAST SAID WESTERLY LINE, 43.00 FEET TO A LINE PARALLEL WITH AND DISTANT 10.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY PROLONGATION OF THE CENTER LINE OF SAID SUNNYDALE AVENUE; THENCE SOUTH 69°24'23" EAST ALONG LAST SAID PROLONGATION, 13.70 FEET TO A POINT; THENCE EASTERLY AND NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 42°50'23", AN ARC DISTANCE OF 130.85 FEET TO A POINT IN A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE NORTHEASTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 67°45'14" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 246.15 FEET TO A POINT; NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 251.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 155.71 FEET TO A POINT; AND NORTH 32°19'44" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 106.77 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK; THENCE NORTHERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 79.06 FEET TO A POINT; NORTHEASTERLY AND NORTHERLY ON A CURVE TO THE LEFT TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 347.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 100.62 FEET TO A POINT; AND NORTH 9°22'01" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 67.27 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 95.00 FEET WESTERLY, MEASURED RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTHERLY ALONG LAST SAID CONCENTRIC LINE, ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT BEARS NORTH 7°49'17" EAST, HAVING A RADIUS OF 5805.096 FEET, A CENTRAL ANGLE OF 0°53'19", AN ARC DISTANCE OF 90.03 FEET TO SAID NORTHERLY LINE OF SAID LOT NO. 8; THENCE SOUTH 72°09'01" EAST ALONG LAST SAID NORTHERLY LINE, 20.26 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.519 OF AN ACRE, MORE OR LESS.

INGRESS/EGRESS AREA

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 4, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS AT PAGE 40, IN THE OFFICE OF THE COUNTY RECORDERS OF THE CITY AND COUNTY OF SAN FRANCISCO, LYING SOUTHERLY OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT NO. 7 OF SAID PARCEL MAP.

Jeffrey H. Lowenthal (State Bar No. 111763)
Zheying Li (State Bar No. 308767)
STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
Telephone: (415) 421-3400
Facsimile: (415) 421-2234
E-mail: jlowenthal@steyerlaw.com
zli@steyerlaw.com

Attorneys for Defendant
424 Jessie Historic Properties, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

VISITACION INVESTMENT, LLC, a California limited liability company,

Plaintiff,

v.

424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company, all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the Complaint adverse to Plaintiff's title, or any cloud on Plaintiff's title thereto, and DOES 1 through 50, inclusive,

Defendants.

Case No. CGC-19-579667

VERIFIED ANSWER TO COMPLAINT FOR QUIET TITLE, FOR DECLARATORY RELIEF, AND FOR PRELIMINARY AND PERMANENT INJUNCTION

Action Filed: October 1, 2019
Trial Date: Not Set

Defendant 424 Jessie Historic Properties, LLC ("Defendant"), hereby answers the Complaint ("Complaint") filed by Plaintiff Visitacion Investment, LLC ("Plaintiff") on October 1, 2019, as follows:

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

1. Defendant lacks sufficient information and belief to answer the allegation contained in Paragraph 1 and 2, and on that basis denies the allegations contained therein.

2. Answering Paragraph 3, Defendant admits that Defendant is a California limited liability company with its principle place of business in Tiburon, California. Defendant further admits that Defendant owns two parcels of real property commonly known as 2201 Bayshore Boulevard and 220 Tunnel Avenue, San Francisco, with the Assessor's Parcel numbers 5087-004 and 5087-005 respectively ("JHP Property"), and denies on lack of information and belief the remaining allegations contained therein.

3. Defendant lacks sufficient information and belief to answer the allegation contained in Paragraph 4, and on that basis denies the allegations contained therein.

4. Defendant admits the allegation contained in Paragraph 5.

5. Defendant lacks sufficient information and belief to answer the allegation contained in Paragraph 6 and 7, and on that basis denies the allegations contained therein.

6. Answering Paragraph 8, Defendant admits that Defendant's real property commonly known as 2201 Bayshore Boulevard and 220 Tunnel Avenue, San Francisco, adjoins a portion of Plaintiff's real property commonly known as 2201, 2245, 2500, 2555 Bayshore Boulevard, San Francisco, and 222 Tunnel Avenue, and 289, 290, 292 Sunnyvale Avenue, San Francisco, and denies on lack of information and belief the remaining allegations contained therein.

7. Defendant lacks sufficient information and belief to answer the allegation contained in Paragraph 9 and 10, and on that basis denies the allegations contained therein.

8. Answering Paragraph 11, Defendant admits that on or about August 1990, Southern Pacific Transportation Company, grantor, granted to Tuntex, Inc, grantee, certain real

property in San Francisco as described by the grant deed executed on August 1, 1990, recorded August 10, 1990 as Document No. E761808 ("1990 Grant Deed"), and denies on lack of information and belief the remaining allegations contained therein.

9. Answering Paragraph 12, Defendant admits that on or about August 1990, Southern Pacific Transportation Company did not convey the real properties commonly known as 2201 Bayshore Boulevard and 220 Tunnel Avenue, San Francisco, and denies on lack of information and belief the balance of allegations contained therein.

10. Answering Paragraph 13, Defendant admits that the 1990 Grant Deed reserved various easements over the real property granted to Tuntex, Inc., and that Exhibit B to the 1990 Grant Deed sets forth these easements, and denies on lack of information and belief the remaining allegations contained therein.

11. Answering Paragraph 14, Defendant admits that Exhibit B to the 1990 Grant Deed contains a provision providing the following:

> A perpetual, exclusive easement in, on, under, over, and through the locations described in Schedule 1 (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (Access Roadway Easement) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications line and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment.

Defendant denies on lack of information and belief the remaining allegations contained therein.

12. Answering Paragraph 15, Defendant admits that Southern Pacific Transportation Company and Tuntex, Inc. executed and recorded a "Deed Correcting Description of Rail Easement" ("1991 Deed") on or about July 1991, and that the 1991 Deed contains a metes and bounds description of the easements. Defendant further admits that the 1991 Deed contains certain provisions providing the same language as that contained in the 1990 Grant Deed, and denies on lack of information and belief the remaining allegations contained therein.

13. Answering Paragraph 16, Defendant admits that the 1990 Grant Deed and the 1991 Deed contain the following provision, and denies the remaining allegations contained therein:

> Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph.

14. Answering Paragraph 17, Defendant admits that Union Pacific Railroad Company conveyed portions of real property commonly known as 2201 Bayshore Boulevard, San Francisco ("JHP Property"), to Patrick McNerney, that Patrick McNerney is the president of Martin McNerney Development, Inc., the manager of Defendant 424 Jessie Historic Properties, LLC, that Patrick McNerney conveyed the JHP Property to Defendant, and denies on lack of information and belief the remaining allegations contained therein.

15. Answering Paragraph 18, Defendant admits the allegation contained therein except the allegation, "pursuant to [the Quitclaim Deed] the RR disclaimed any interest in the Easements", which allegation it denies.

16. Answering Paragraph 19, Defendant admits on information and belief that Plaintiff is now developing its respective potion of real property for mixed use, multi-family housing, and denies on lack of information and belief the remaining allegations contained therein.

17. Answering Paragraph 20, Defendant admits that on or about May 8, 2015, Defendant submitted a Preliminary Project Assessment application to the San Francisco Planning Department describing two new proposed residential buildings with a total of 205 dwelling units, and denies the remaining allegations contained therein.

18. Answering Paragraph 21, Defendant admits that the 2015 Preliminary Project Assessment was assigned to review by the San Francisco Planning Department as Case No. 215-006509PPA, and that the San Francisco Planning Department issued a Preliminary Project Assessment on August 7, 2015, and denies the remaining allegations contained therein.

19. Defendant lacks sufficient information and belief to answer the allegations contained in Paragraph 22, and on that basis denies the allegations contained therein.

20. Answering Paragraph 23, Defendant denies the allegations contained therein.

21. Answering Paragraph 24, Defendant admits on information and belief that Plaintiff intends to convert Plaintiff's property to residential and commercial use, and denies on lack of information and belief the remaining allegations contained therein.

22. Answering Paragraph 25, Defendant admits that Plaintiff has requested Defendant execute and deliver to Plaintiff a quitclaim deed relinquishing the Easements, and that Defendant has not executed this quitclaim deed relinquishing the easements, and denies the remaining allegations contained therein.

FIRST CAUSE OF ACTION
(Quiet Title Against All Defendants)

23. Answering Paragraph 26, Defendant incorporate herein by this reference its responses to Paragraphs 1 through 22, above, as if set fully set forth herein.

24. Answering Paragraph 27, Defendant denies the allegations contained therein.

25. Answering Paragraph 28, Defendant denies the allegations contained therein.

26. Answering Paragraph 29, Defendant denies the allegations contained therein.

27. Answering Paragraph 30, Defendant admits that Plaintiff seeks to quiet title, and denies the remaining allegations contained therein.

28. Answering Paragraph 31, Defendant admits that Plaintiff seeks to quiet title, and denies the remaining allegations contained therein.

SECOND CAUSE OF ACTION
(For Declaratory Relief re Termination and Abandonment of the Easements - Against Defendants)

29. Answering Paragraph 32, Defendant incorporates herein by this reference its responses to Paragraphs 1 through 28, above, as if set fully set forth herein.

30. Answering Paragraphs 33 and 34 Defendant denies the allegations contained therein.

THIRD CAUSE OF ACTION
(For Preliminary and Permanent Injunction - Against Defendants)

31. Answering Paragraph 35, Defendant incorporates herein by this reference its responses to Paragraphs 1 through 30, above, as if set fully set forth herein.

32. Answering Paragraphs 36, 37 and 38, Defendant denies the allegations contained therein.

PRAYER FOR RELIEF

In response to the prayers for relief as to each cause of action and for all causes of action, Defendant denies Plaintiff is entitled to the relief sought.

AFFIRMATIVE DEFENSES

As separate affirmative defenses to the Complaint, and the whole thereof, Defendant asserts as follows:

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Cause of Action)

1. The Complaint fails to state a claim against Defendant upon which any of the relief sought by Plaintiff can be granted in law or equity, including, without limitation, quiet title, declaratory relief, preliminary and permanent injunction, and any compensatory or punitive damages, attorneys' fees or costs.

SECOND AFFIRMATIVE DEFENSE

(Statute of Limitations)

2. Defendant is informed and believes that each of Plaintiff's causes of action against Defendant is barred by the applicable statute of limitations including, but not limited to, California Code of Civil Procedure sections 318, 319, 320, 321, 322, 323, 325, 337, 337a, 338, 338(b), 338(d), 338(g), 339, 339(1), 340, and 343.

THIRD AFFIRMATIVE DEFENSE

(Laches)

3. Defendant is informed and believes that the Complaint, and each purported cause of action contained therein, is barred by the doctrine of laches.

FOURTH AFFIRMATIVE DEFENSE

(Estoppel)

4. Defendant is informed and believes that Plaintiff is estopped from asserting the claims alleged in the Complaint by, among other things, their acts, omissions and conduct, and the acts, omissions and conduct of its predecessors, agents, employees and representatives.

FIFTH AFFIRMATIVE DEFENSE

(Failure to Mitigate Losses)

5. Defendant is informed and believes that Plaintiff's alleged loss, injuries and damages, which are denied, were aggravated by Plaintiff's failure to use reasonable diligence to mitigate them.

SIXTH AFFIRMATIVE DEFENSE

(Waiver and Release)

6. Defendant is informed and believes that Plaintiff is barred from any recovery under the Complaint because it has voluntarily and knowingly waived and released the right to maintain the actions filed in this case by, among other things, their acts, omissions and conduct, and the acts, omissions and conduct of their predecessors, agents, employees and representatives.

SEVENTH AFFIRMATIVE DEFENSE

(Acts in Concert and with Approval)

7. If any of the acts or omissions alleged in the Complaint was committed by the Defendant or its predecessors on title, which is denied, Defendant is informed and believes that Plaintiff and/or the predecessors on title directly or indirectly acted in concert with such persons or knowingly ratified or approved such conduct, and are therefore precluded from any recovery from or against Defendant based thereon.

EIGHTH AFFIRMATIVE DEFENSE

(Assumption of Risk)

8. Defendant is informed and believes that Plaintiff had knowledge of the risks and hazards inherent in the events and activities which took place at the times set forth in the Complaint, as well as the magnitude of those risks and hazards, and thereafter knowingly and willingly assumed and accepted those risks and hazards.

NINTH AFFIRMATIVE DEFENSE

(Statute of Frauds)

9. Defendant is informed and believes that each of Plaintiff's causes of action set forth in the Complaint are barred by the statute of frauds.

TENTH AFFIRMATIVE DEFENSE

(Offset)

10. Defendant is informed and believes that it has incurred damages and expenses in an amount to be ascertained and applied as an offset against Plaintiff's claims, without acknowledging that such claims have merit or provide any basis for recovery.

ELEVENTH AFFIRMATIVE DEFENSE

(Unclean Hands)

11. Defendant is informed and believes that Plaintiff has "unclean hands" with regard to the relief sought in the Complaint and are therefore barred from obtaining such relief.

TWELFTH AFFIRMATIVE DEFENSE

(Consent and Ratification)

12. Defendant is informed and believes that Plaintiff has ratified, acknowledged, consented to, or acquiesced in Defendant's property rights.

THIRTEENTH AFFIRMATIVE DEFENSE

(Bona Fide Purchaser)

13. Defendant is informed and believes that Plaintiff's claims are barred because Defendant and its predecessors on title are good faith bona fide purchasers for value without

notice who took free and clear of Plaintiff's claims.

FOURTEENTH AFFIRMATIVE DEFENSE

(Unjust Enrichment)

14. Defendant is informed and believes that granting Plaintiff's demands set forth in the Complaint would result in Plaintiff receiving relief, money or valuable property interests beyond anything they are entitled to receive, which is hereby denied.

FIFTEENTH AFFIRMATIVE DEFENSE

(No Reliance)

15. Defendant is informed and believes that Plaintiff did not rely on any act, omission, conduct, or statement of Defendant or its predecessors.

SIXTEENTH AFFIRMATIVE DEFENSE

(Outside of Scope of Agency)

16. Defendant is informed and believes that any of the acts or omissions alleged in the Complaint committed by Defendant's agents or representatives, which is hereby denied, was outside the scope of the authority of those agents or representatives and was neither authorized nor ratified by Defendant, nor did Defendant creates ostensible authority for such conduct.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Privilege)

17. Defendant is informed and believes that the acts and omissions alleged in Plaintiff's Complaint were privileged by, among other things, Civil Code Section 47.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Notice)

18. Defendant is informed and believes that Plaintiff's claims herein are barred by Plaintiff's failure to comply with California Code of Civil Procedure section 760.010, *et seq.*

NINETEENTH AFFIRMATIVE DEFENSE

(Lack of Standing)

19. Defendant is informed and believes that Plaintiffs lack standing to assert the matters alleged in the Complaint against Defendant.

TWENTIETH AFFIRMATIVE DEFENSE

(Balancing of Equities)

20. Defendant is informed and believes that Plaintiff's claims herein are barred because a balancing of equities deprived Defendant of valuable vested rights and amount to a hardship far outweighing any loss or inconvenience to Plaintiff.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(No Extinguishment)

21. Defendant is informed and believes that Plaintiff's claims are barred by Plaintiff's failure to allege fats establishing extinguishment of Defendant's easement rights under California Civil Code section 811.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Equitable Easement)

22. In the event that Defendant's appurtenant easement and right of way under its 2016 Grant Deed is in any manner invalid or unenforceable, in whole or in part, which Defendant deny, Defendant is informed and believe it is entitled to an equitable easement which provides Defendant's property access to the public roadway for, among other things, ingress and egress and utilities.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(No Abandonment)

23. Defendant is informed and believes that Plaintiff's claims herein are barred by Plaintiff's failure to allege facts establishing abandonment of Defendant's easement rights and failure to meet the requirements of, among other things, California Civil Code sections 877.040 and 887.050.

WHEREFORE, Defendant prays for judgment as follows:

1. That Plaintiff takes nothing by way of its Complaint;

2. For judgment in Defendant's favor;

3. For all costs of suit herein incurred including, where authorized, reasonable attorneys' fees; and

4. For other relief as the Court may deem just and proper.

Dated: January 31, 2020

STEYER LOWENTHAL BOODROOKAS ALVAREZ & SMITH LLP

By: _____
Jeffrey H. Lowenthal
Zheying Li
Attorneys for Defendant
424 Jessie Historic Properties, LLC

VERIFICATION

I, Patrick McNerney, declare:

I am President of Martin McNerney Development, Inc., the manager of Defendant 424 Jessie Historic Properties, LLC in the above-entitled action, and authorized to execute this verification on its behalf. I have read the foregoing **VERIFIED ANSWER TO COMPLAINT FOR QUIET TITLE, FOR DECLARATORY RELIEF, AND FOR PREMINARY AND PERMANENET INJUNCTION** and know the contents thereof. I am informed and believe that the same is true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 30, 2020 at San Francisco, California.

Patrick McNerney

PROOF OF SERVICE

I declare that I am over the age of eighteen years and that I am not a party to this action. I am an employee of Steyer Lowenthal Boodrookas Alvarez & Smith LLP, and my business address is 235 Pine Street, 15th Floor, San Francisco, CA 94104.

On the date set forth below, I served the following document(s):

VERIFIED ANSWER TO COMPLAINT FOR QUIET TITLE, FOR DECLARATORY RELIEF, AND FOR PRELIMINARY AND PERMANENT INJUNCTION

on the interested parties in this action as follows:

Kenneth S. Katzoff
Katzoff & Riggs
1500 Park Avenue, Suite 300
Emeryville, CA 94608
Telephone: 510-597-1990
Email: rriggs@katzoffriggs.com
[Attorneys for Plaintiff Visitacion Investment, LLC]

☒ **BY ELECTRONIC SERVICE VIA ONE LEGAL.** I caused such document(s) to be electronically Filed and/or Served via One Legal on all interested persons at the email addresses listed with the Court in this matter.

☒ **BY MAIL.** I am readily familiar with my firm's practice for collection and processing of correspondence for mailing with the U.S. Postal Service, to wit, that correspondence will be deposited with the U.S. Postal Service this same day in the ordinary course of business. I sealed said envelope and placed it for collection and mailing following ordinary business practices.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 4, 2020, at San Francisco, California.

Elizabeth R. Costiniano

Jeffrey H. Lowenthal (State Bar No. 111763)
Zheying Li (State Bar No. 308767)
STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
Telephone: (415) 421-3400
Facsimile: (415) 421-2234
E-mail: jlowenthal@steyerlaw.com
zli@steyerlaw.com

Attorneys for Attorneys for Defendant
424 Jessie Historic Properties, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

VISITACION INVESTMENT, LLC, a California limited liability company,

Plaintiff,

v.

424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company, all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the Complaint adverse to Plaintiff's title, or any cloud on Plaintiff's title thereto, and DOES 1 through 50, inclusive,

Defendants.

---

424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company,

Cross-Complainant,

v.

VISITACION INVESTMENT, LLC, a California limited liability company, and ROES 1 through 50, inclusive,

Cross-Defendants.

Case No. CGC-19-579667

CROSS-COMPLAINT FOR QUIET TITLE AND DECLARATORY RELIEF, AND EXHIBITS 1-5

Action Filed: October 1, 2019
Trial Date: Date

Cross-Complainant 424 Jessie Historic Properties, LLC ("Cross-Complainant") alleges as follows:

GENERAL ALLEGATIONS

1. Cross-Complainant is a California limited liability company and the owner of that certain real property commonly known as 2201 Bayshore Boulevard and 220 Tunnel Avenue, San Francisco, with Assessor's Parcel numbers 5087-004 and 5087-005 respectively, and legally described in Exhibit 1 attached hereto ("JHP Property").

2. Cross-Complainant is informed and believes that cross-defendant Visitacion Investment, LLC ("Visitacion LLC") is a California limited liability company and the current owner of that certain real property located adjacent to the JHP Property commonly known as 2201, 2245, 2500, 2555 Bayshore Boulevard, 222 Tunnel Avenue, and 289, 290, 292 Sunnydale Avenue, San Francisco ("Visitacion Property"). Cross-Complaint is further informed and believes that Southern Pacific Transportation Company conveyed the Visitacion Property to Visitacion LLC's predecessor in interest, Tuntex, Inc., by Grant Deed recorded on August 10, 1990 ("1990 Grant Deed"), a correct and true copy of which is attached hereto as Exhibit 2.

3. Cross-Complainant is informed and believes that Southern Pacific Transportation Company and Visitacion LLC's predecessor in interest, Tuntex, Inc., executed a Deed Correcting Description of Rail Easement on or about August 22, 1991, recorded as Document No. E962735, in the County of San Francisco ("1991 Deed"), a true and correct copy of which is attached hereto as Exhibit 3.

4. On or about February 5, 2015, Southern Pacific Transportation Company successor, Union Pacific Railroad Company conveyed its interest in the JHP Property to Patrick McNerney by Quitclaim Deed, recorded as Document No. 2015-J016863-00 in the County of San Francisco ("Quitclaim Deed"), a true and correct copy of which is attached hereto as Exhibit 4. Exhibit "A" to the Quitclaim Deed provides the legal description of the JHP Property and various easements, reserved by Southern Pacific Transportation Company in the 1990 Grant Deed and 1991 Deed ("Subject Easements").

5. On or about September 14, 2016, Patrick McNerney conveyed the JHP Property to Cross-Complainant by Grant Deed, recorded as Document No. 2016-K328238-00 in the County of San Francisco ("2016 Grant Deed"), a true and correct copy of which is attached hereto as Exhibit 5.

6. Cross-Complainant is not aware of the true names and capacities of those cross-defendants named herein as Roes 1 through 20, inclusive, and therefore sue said cross-defendants by such fictitious names. Cross-Complainant is informed and believes and upon that basis allege that the fictitiously named cross-defendants Roes 1 through 20, and each of them, claim some right, title, estate, lien, or interest in Cross-Complainant's Property adverse to the claim of Cross-Complainant, which constitutes a cloud on Cross-Complainant's title, estate, and/or interest, or said cross-defendants are legally responsible for the matters herein alleged. Cross-Complaint shall seek leave of court to amend this Cross-Complaint to include the true names and capacities of such fictitious cross-defendants when the same are ascertained.

7. Cross-Complainant is informed and believes and upon that basis alleges that the named Cross-Defendants and Cross-Defendants Roes 1 through 20, inclusive, and each of them, at all times herein mentioned, acted as the agents, servants, employees, legal representatives, and/or co-conspirators of each other Cross-Defendant and that all of such Cross-Defendants acted in concert and participated and furthered the wrongs herein set forth, and with the knowledge, permission, consent, notification, and adoption of each other Cross-Defendant.

8. Cross-Complainant has been sued by Visitacion LLC and has answered Visitacion LLC's Verified Complaint, admitting and denying certain allegations thereof. However, for a full determination of the matter, Cross-Complainant incorporates herein by reference all of the allegations contained in Vistacion LLC's Verified Complaint and Cross-Complainant's Verified Answer thereto for the limited purpose of setting forth the nature of Vistacion LLC's claims and without admitting or adopting as true and correct any of the allegations therein.

9. Cross-Complainant is informed and believes that Cross-Defendant Visitacion LLC claims an interest in the JHP Property including the Subject Easements. Cross-Complaint is further informed and believes that Visitacion LLC claims that Cross-Complaint has abandoned

and terminated its interest in the Subject Easements.

10. Cross-Complainant is informed and believes that the 1990 Grant Deed and the 1991 Deed expressly reserved various easements in favor of JHP Property as follows:

> Grantor excepts from the Property hereby conveyed and reserves unto itself, its successors and assigns:
>
> A perpetual, exclusive easement in, on, under, over and through the locations described in Schedule 1 (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (Access Roadway Easement) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment. All improvements presently existing on or hereafter constructed on the easement area, if owned by Grantor, shall remain the personal property of the Grantor and its successors and assigns.

11. Cross-Complainant is informed and believes that the Subject Easements for "communication lines and facilities of every kind and nature" is an independent from and additional to the "Railroad Main Line Easement", "Drill & Spur Track Easement", and "Access Roadway Easement" of the Subject Easements.

12. Cross-Complainant is informed and believes that JHP Property is zoned M-1, which allows, as either conditional or permitted uses, heavy manufacturing, storage yards, truck terminals, internet service exchange (e.g., a data center) and/or wireless telecommunication facilities, among other uses. Cross-Complainant is further informed and believes that each such conditional or permitted use requires "communications lines and facilities of every kind and nature" as described in the Subject Easements.

13. Cross-Complainant is informed and believes that JHP Property is adjacent to various existing and fully operational passenger and freight train rail lines, and that the JHP Property has a potential use as an adjunct to these existing rail lines, which requires the use of the Subject Easements.

14. Cross-Complainant is informed and believes that the Subject Easements for "communication lines and facilities of every kind and nature", is necessary for Cross-

Complainant's potential use and development of the JHP Property for commercial or residential property.

15. Cross-Complainant has not abandoned or intended to abandon the Subject Easements. Cross-Complainant is informed and believes that Cross-Complainant's predecessors in interest, have not abandoned or intended to abandon the Subject Easements.

16. Cross-Complainant is informed and believes that Visitacion LLC has proposed development and improvement of the Visitacion Property that will substantially interfere with and obstruct Cross-Complainant's use or potential use of the Subject Easements.

FIRST CAUSE OF ACTION

(Quiet Title – Against All Cross-Defendants)

17. Cross-Complainant refers to and incorporates herein by reference paragraphs 1 through 16 of this Cross-Complaint.

18. The basis for Cross-Complainant's title to the JHP Property including the Subject Easements is the 2016 Grant Deed, recorded on September 14, 2016 in the San Francisco Recorder's Office as Document No. 2016-K328238-00.

19. Cross-Complainant is informed and believes that Visitacion LLC claims that Cross-Complainant has relinquished any and all rights in the Subject Easements.

20. Cross-Complainant claims full and complete legal and equitable ownership of the JHP Property, including the Subject Easements.

21. Cross-Complainant has not abandoned or terminated the Subject Easements. Cross-Complainant's use or potential uses of the JHP Property, including as an adjunct to adjacent existing and fully operational rail lines, various uses allowed under JHP Property's M-1 zoning and potential commercial or residential development, require the use of the Subject Easements.

22. Cross-Complainant seeks to quiet title in and to Cross-Complaint against all adverse claims of cross-defendants, whose claims are without any right whatsoever and interfere, trespass, or encroach upon Cross-Complainant's use of and right to the JHP Property including

the Subject Easements.

23. By this Cross-Complaint, Cross-Complainant seeks a judgment against all cross-defendants, quieting title to the JHP Property including the Subject Easements, as of September 14, 2016.

SECOND CAUSE OF ACTION

(Declaratory Relief – Against All Cross-Defendants)

24. Cross-Complainant refers to and incorporates herein by reference paragraphs 1 through 23, above.

25. The basis for Cross-Complainant's title to the JHP Property and Subject Easements is the 2016 Grant Deed, recorded on September 14, 2016 in the San Francisco Recorder's Office as Document No. 2016-K328238-00.

26. On or about October 1, 2019, Visitacion LLC filed its Verified Complaint, in which Visitacion LLC claims that Cross-Complainant has abandoned or terminated the Subject Easements. Cross-Complainant has not abandoned or terminated the Subject Easements. Cross-defendants have no right, title, interest, estate, lien or easement whatsoever in the JHP Property including the Subject Easements.

27. An actual controversy has arisen and now exists, as follows:

a. Cross-Complainant contends that the cross-defendants have no right, title, interest, estate, lien or easement in the JHP Property including the Subject Easements;

b. Cross-Complainant contends that Cross-Complainant has not abandoned or terminated the Subject Easements.

c. Cross-Complainant is informed and believes that cross-defendants dispute Cross-Complainant's contentions.

28. Cross-Complainant seeks a judicial determination that cross-defendants do not have any legal or equitable rights in the JHP Property including Subject Easements, and that the Subject Easements have not been abandoned or terminated.

///

///

WHEREFORE, Cross-Complainant demands judgment against cross-defendants as follows:

1. For a quiet title judgment as alleged herein;

2. For a declaration of the rights and duties of Cross-Complainant and cross-defendants with regard to the matters alleged herein;

3. For costs of suit incurred herein including where authorized, reasonable attorney's fees, and

4. For such other and further relief as this Court may deem just and proper.

Dated: January 31, 2020

STEYER LOWENTHAL BOODROOKAS ALVAREZ & SMITH LLP

By: _____
Jeffrey H. Lowenthal
Zheying Li
Attorneys for Attorneys for Defendant
424 Jessie Historic Properties, LLC

VERIFICATION

I, Patrick McNerney, declare:

I am President of Martin McNerney Development, Inc., the manager of Defendant 424 Jessie Historic Properties, LLC in the above-entitled action, and authorized to execute this verification on its behalf. I have read the foregoing **CROSS-COMPLAINT FOR QUIET TITLE AND DECLARATORY RELIEF** and know the contents thereof. I am informed and believe that the same is true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 30, 2020 at San Francisco, California.



Patrick McNerney

EXHIBIT 1

Exhibit "A"

FEE PARCEL

THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN FRANCISCO, CITY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL 4 AND 5 AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS, PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT NO. 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT NO. 4 SOUTH 74°37'31" EAST (SHOWN AS "SOUTH 75°48'30" EAST" ON SAID PARCEL MAP) 55.07 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO); THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 15°18'45" WEST, HAVING A RADIUS OF 5785.096 FEET, THROUGH A CENTRAL ANGLE OF 1°17'04" AN ARC DISTANCE OF 129.70 FEET TO THE WESTERLY LINE OF SAID LOT NO. 5; THENCE CONTINUING SOUTHERLY ALONG SAID CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 5°21'01" AN ARC DISTANCE OF 540.10 FEET TO THE SOUTHERLY LINE OF SAID LOT NO. 5; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT NO. 5 NORTH 72°09'01" WEST (SHOWN AS "NORTH 73°20' WEST" ON SAID PARCEL MAP) 117.46 FEET TO SOUTHEASTERLY LINE OF SAID LOT NO. 4; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 32°17'13" WEST 29.95 FEET; THENCE NORTH 17°58'59" EAST (SHOWN AS "SOUTH 16°48'00" WEST" ON SAID PARCEL MAP) 309.26 FEET; THENCE SOUTH 71°57'37" EAST 19.979 FEET; THENCE NORTH 17°58'59" EAST 304.33 FEET; THENCE NORTH 74°37'31" WEST 20.00 FEET; THENCE NORTH 17°58'59" EAST 80.00 FEET TO THE POINT OF BEGINNING.

PORTION OF ASSESSOR'S LOTS 004 AND 005, BLOCK 5087

SCHEDULE 1
(MAIN LINE EASTMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

EXHIBIT 1

PARCEL NO. 2: (SIGNAL CABINET AREA)

COMMENCING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE HAVING A DISTANCE OF 109.964 FEET AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, AND 5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY; THENCE SOUTH 17°58'59" WEST ALONG SAID COURSE, 3.2 FEET TO A CHAIN LINK FENCE; THENCE SOUTH 32°17'13" WEST ALONG SAID FENCE, 21.6 FEET TO A FENCE POST; THENCE SOUTH 17°42'55" WEST, CONTINUING ALONG SAID FENCE, 100.2 FEET TO ANOTHER FENCE POST; THENCE SOUTH 69°17'37" EAST, CONTINUING ALONG SAID FENCE, 117.3 FEET TO ANOTHER FENCE POST; THENCE NORTH 9°22'01" EAST, CONTINUING ALONG SAID FENCE, 2.0 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN TO BE DESCRIBED; THENCE CONTINUING NORTH 9°22'01" EAST ALONG SAID FENCE, 22.0 FEET; THENCE SOUTH 80°37'59" EAST, LEAVING SAID FENCE, 22.8 FEET; THENCE SOUTH 9°22'01" WEST 22.0 FEET; THENCE NORTH 80°37'59" WEST 22.8 FEET TO THE TRUE POINT OF BEGINNING.

SCHEDULE 2
(DRILL & SPUR TRACK EASEMENT)

THOSE CERTAIN PARCELS OR STRIPS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE LYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REEL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT TA POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTH 15°19'08" WEST ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, 88.81 FEET TO A POINT IN THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, LAST SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 68.75 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8, LAST SAID POINT BEING TRUE POINT OF BEGINNING OF

THE LINE HEREIN TO BE DESCRIBED; THENCE SOUTHERLY AND SOUTHWESTERLY AND SOUTHERLY CONTINUING ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 3.62 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10", AN ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18' WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; SOUTH 32°19'44" WEST, TANGENT TO THE LAST SAID CURVE AT LAST SAID POINT, 161.72 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 286.483 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 177.35 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 544.20 FEET.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

ALSO, EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAID COUNTY OF SAN MATEO.

PARCEL NO. 3: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE, LAYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REAL D857, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 92.43 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10' AND ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; AND SOUTH 32°19'44" WEST, TANGENT TO LAST SAID CURVE AT

LAST SAID POINT, 53.00 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY (WHICH TRACK DIVERGES NORTHERLY FROM SAID CENTER LING OF SAID COMPANY'S DRILL TRACK) AND THE TRUE POINT OF BEGINNING OF THE LINE HEREIN TO BE DESCRIBED; THENCE NORTHERLY ALONG SAID CENTER OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 81.00 FEET TO A POINT; NORTHERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 110.76 FEET TO A POINT; AND NORTH 9°22'01' EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 109.53 FEET.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED 30 FOOT WIDE STRIP OF LAND, HEREIN ABOVE DESCRIBED IN "PARCEL NO. 3, LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

SCHEDULE 3
(ACCESS ROADWAY EASEMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (ROADWAY AREA)

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, &5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO), SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 115.29 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8; THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE, ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 8°40'41" WEST, HAVING A RADIUS OF 5785.096 FEET, A CENTRAL ANGLE OF 0°51'24", AN ARC DISTANCE OF 86.50 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK (WHICH LIES WESTERLY OF AND WHICH DIVERGES NORTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK AND WHICH DRILL TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE), AND WHICH SAID DRILL TRACK CROSSES THE COMMON COUNTY LINE BETWEEN COUNTY OF SAN FRANCISCO AND COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID PARALLEL AND

CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 9°22'01" WEST 67.82 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 367.245 FEET, A CENTRAL ANGLE OF 16°36'08", AN ARC DISTANCE OF 106.41 FEET TO A POINT; AND SOUTH 25°58'09" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 80.17 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE SOUTHWESTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 32°19'44" WEST 107.88 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 271.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 168.08 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 356.47 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SUNNYDALE AVENUE, 66 FEET WIDE; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTH 69°24'23" WEST ALONG SAID PROLONGATION, 65.40 FEET TO A POINT IN THE MOST WESTERLY LINE OF SAID LOT NO. 8, LAST SAID POINT BEING THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN ON SAID MAP HAVING A DISTANCE OF "66.00'"; THENCE NORTH 20°35'37" EAST ALONG LAST SAID WESTERLY LINE, 43.00 FEET TO A LINE PARALLEL WITH AND DISTANT 10.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY PROLONGATION OF THE CENTER LINE OF SAID SUNNYDALE AVENUE; THENCE SOUTH 69°24'23" EAST ALONG LAST SAID PROLONGATION, 13.70 FEET TO A POINT; THENCE EASTERLY AND NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 42°50'23", AN ARC DISTANCE OF 130.85 FEET TO A POINT IN A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE NORTHEASTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 67°45'14" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 246.15 FEET TO A POINT; NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 251.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 155.71 FEET TO A POINT; AND NORTH 32°19'44" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 106.77 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK; THENCE NORTHERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 79.06 FEET TO A POINT; NORTHEASTERLY AND NORTHERLY ON A CURVE TO THE LEFT TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 347.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 100.62 FEET TO A POINT; AND NORTH 9°22'01" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 67.27 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 95.00 FEET WESTERLY, MEASURED RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTHERLY ALONG LAST SAID CONCENTRIC LINE, ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT BEARS NORTH 7°49'17" EAST, HAVING A RADIUS OF 5805.096 FEET, A CENTRAL ANGLE OF 0°53'19", AN ARC DISTANCE OF 90.03 FEET TO SAID NORTHERLY LINE OF SAID LOT NO. 8; THENCE SOUTH 72°09'01" EAST ALONG LAST SAID NORTHERLY LINE, 20.26 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.519 OF AN ACRE, MORE OR LESS.

INGRESS/EGRESS AREA

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 4, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS AT PAGE 40, IN THE OFFICE OF THE COUNTY RECORDERS OF THE CITY AND COUNTY OF SAN FRANCISCO, LYING SOUTHERLY OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT NO. 7 OF SAID PARCEL MAP.

EXHIBIT 2

RECORDING REQUESTED BY

SAN FRANCISCO, CA
RECORDER'S OFFICE
Bruce Jamison, Recorder
DOC- E751808
TICOR Title Company
Friday, August 10, 1990 11:48:00Pm
Rec 15.00 --- Pg 17.00
Mic 1.00 ---
AFN 20.00 --- Amt
TOTAL -> REEL F187 IMAGE 0534

AND WHEN RECORDED MAIL TO

Name Tuntex (U.S.A.), Inc.
Street Address 150 Executive Park Blvd., Suite 4200
City State Zip San Francisco, California 94134
Attn: Stephen C.H. Lin, Ph.D

5102-9
5102-1
5102-6

SPACE ABOVE THIS LINE FOR RECORDER'S USE

☐ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
☐ COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES REMAINING THEREON AT TIME OF SALE

Shown on Separate Statement pursuant to Section 11932, Revenue & Taxation Code

Signature of declarant or agent determining tax - firm name

17

GRANT DEED

AFNF

FOR VALUE RECEIVED, Southern Pacific Transportation Company ("Grantor"), a Delaware corporation, grants to Tuntex (U.S.A.), Inc., a Delaware corporation ("Grantee") all this certain real property located in the City and County of San Francisco, State of California, and as more particularly described in Exhibit A, attached hereto and by this reference incorporated herein (the "Property");

TOGETHER WITH all rights and easements appurtenant thereto;

SUBJECT TO a lien to secure payment of current taxes and assessments and all easements, rights of way, covenants, conditions and restrictions, leases and other exceptions to title which are of record; and

EXCEPTING AND RESERVING unto Grantor that certain Form of Railroad Easement as more particularly described in Exhibit B, attached hereto and by this reference incorporated herein.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed this 1ST day of August, 1990.

"Grantor"

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By: _____
Its: Vice President
V.S. Curtis

Attest: _____
Its: ASSISTANT SECRETARY
B.J. Medina

EXHIBIT 2

Recorder's Office AUG 10 1990

STATE OF CALIFORNIA
City and County of San Francisco } ss.

On this 2ND day of AUGUST in the year One Thousand Nine Hundred and Ninety
before me, ROBERT E. JOHNSON, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared
W. B. CURTIS & B. J. MEDINA

known to me (or proved to me on the basis of satisfactory evidence) to be the Its Vice President
& ASST. SECRETARY
of the corporation described in and that executed the within instrument, and also known to me
to be the person S who executed it on behalf of the corporation therein named and
The Y acknowledged to me that such corporation executed the same.

OFFICIAL SEAL
ROBERT E. JOHNSON
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Comm. Expires Jan. 22, 1993

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Corporation

Robert E. Johnson
Notary Public in and for the City and County of San Francisco, State of California.

My commission Expires January 22, 1993

PJK
7-25-90

EXHIBIT "A"

AUG 10 1990

LEGAL DESCRIPTION

All that real property situated in the City and County of San Francisco, State of California, described as follows:

PARCEL ONE:

Lot 6, as said lot is shown on the map of Parcel Map Book 16, Page 40, filed July 16, 1980, in the Office of the County Recorder of the City and County of San Francisco, State of California.

PARCEL TWO:

Lot 8, as said lot is shown on the map of Parcel Map Book 16, Page 40, filed July 16, 1980, in the Office of the County Recorder of the City and County of San Francisco, State of California.

Excepting therefrom that portion of said land described as follows:

Commencing at a point in that certain course having a length of 596.75 feet as shown in the easterly line of said Lot 8, distant thereon South 1°16'55" West 190.00 feet from the northerly terminus of said course; thence continuing along said course South 1°16'55" West 408.52 feet to the southerly terminus of said course; thence leaving said course, North 28°08'04" West 70.13 feet to a point in a line that is concentric with and distant 18 feet easterly, measured radially from the existing center line of Southern Pacific Transportation Company's spur track and the existing center line of Southern Pacific Transportation Company's westbound main track (San Francisco-San Luis Obispo); thence along said concentric line as follows: Northerly on a curve to the right, having a radius of 600.00 feet, a central angle of 18°29'24" (tangent to said curve at last mentioned point bears North 13°35'41" West), an arc distance of 193.63 feet to a point of compound curve, and northerly on a curve to the right, having a radius of 5791.69 feet, a central angle of 1°34'15", an arc distance of 156.05 feet; thence leaving said concentric line, South 88°43'05" East 41.39 feet to the point of commencement.

S.F. Assessor's Office AUG 10 1990

PARCEL THREE:

Commencing at a point on the southerly line of Sunnydale Avenue, distant thereon 105 feet and 8 inches easterly from the easterly line of Milliken Street; running thence easterly along the said southerly line of Sunnydale Avenue 138 feet and 8 inches; thence at a right angle southerly 224 feet and 5 inches; thence at a right angle westerly 138 feet and 8 inches; and thence at a right angle northerly 224 feet and 5 inches to the point of commencement.

Excepting therefrom that portion lying within San Mateo County.

PARCEL FOUR:

Commencing at a point on the southerly line of Sunnydale Avenue (formerly Tobin Street), distant thereon 244 feet 4 inches easterly from the easterly line of Milliken Street; running thence South 71-1/2° East along the southerly line of Sunnydale Avenue 277 feet 4 inches; thence South 18-1/2° West 224 feet 5 inches; thence North 71-1/2° West 277 feet 4 inches; thence North 18-1/2° East 224 feet 5 inches to the point of commencement.

Excepting therefrom that portion lying within San Mateo County.

SN
30MAR90
REV 12JUN90

EXHIBIT "B"
(Schedule 1)

S.F. Recorder's Office AUG 10 1990

MAIN LINE EASEMENT

Those certain parcels of land situated in the City and County of San Francisco, State of California, described as follows:

Parcel No. 1:

Commencing at the northeasterly corner of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099 and 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, said corner being at the easterly terminus of that certain course shown on said map having a bearing and distance of "N 73°20' W 232.62'"; thence North 72°09'01" West along the northerly line of said Lot No. 8, and also said course, 13.84 feet to point in a line concentric with and distant 25.00 feet easterly, measured radially from the existing center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), and the True Point of Beginning of the parcel of land herein to be described; thence southerly along said concentric line on a curve to the left, tangent to said curve at last said point bears South 9°30'54" West, having a radius of 5685.096 feet, a central angle of 2°04'27", an arc distance of 205.81 feet to the northerly line of the 0.411 acre parcel of land described in deed dated June 13, 1935, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument D660213, Reel

S.F. Recorder's Office AUG 10 1990

0867, Page 951, Official Records of said County; thence North 88°46'13" West along last said northerly line, 8.03 feet to a point for the northwesterly corner of last said land; thence southerly along the westerly line of last said land, on a curve to the left, tangent to last said curve at last said point bears South 6°24'50" West, having a radius of 5691.60 feet, a central angle of 1°34'15", an arc distance of 156.05 feet to a point of compound curve; thence continuing southerly along said westerly line on last said curve to the left, having a radius of 600.00 feet, a central angle of 9°52'28", an arc distance of 103.41 feet to a point in said concentric line; thence leaving said westerly line, southerly along said concentric line, on a curve to the left, tangent to last said curve at last said point bears South 3°49'34" West, having a radius of 5685.096 feet, a central angle of 1°51'01", an arc distance of 183.60 feet; thence South 1°28'31" West 12.80 feet to a point in the common County line between the County of San Francisco and the County of San Mateo, last said point being distant thereon, North 88°58'58" West 61.21 feet from its intersection with the westerly line of Tunnel Avenue, 60 feet in width; thence North 88°58'58" West along said County line and also the southerly line of said Lot No. 8, passing at 25.06 feet the said center line of Southern Pacific Transportation Company's Westbound main track, and continuing for a total distance of 100.13 feet; thence North 1°28'35" East 14.47 feet to a point in a line concentric with and distant 75.00 feet westerly, measured radially from last said center line; thence

S.F. Assessor's Office AUG 10 1990

northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 1°58'33" East, having a radius of 5785.096 feet, a central angle of 6°42'08", an arc distance of 676.72 feet to said northerly line of said Lot No. 8; thence South 72°09'01" East along last said northerly line, passing at 76.11 feet the said center line of Southern Pacific Transportation Company's westbound main track, and continuing for a total distance of 101.45 feet to the True Point of Beginning, containing an area of 1.513 acres, more or less.

Parcel No. 2:

Commencing at the southerly terminus of that certain course having a distance of 109.964 feet as shown on that certain map entitled, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S Block 5087, 5099, and 5101, SAN FRANCISCO, CALIFORNIA", as per map file July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County; thence North 17°58'59" East along said course, 3.2 feet to a chain link fence; thence North 32°17'13" East along said fence, 21.6 feet to a fence post; thence South 17°42'55" West, continuing along said fence, 100.2 feet to another fence post; thence North 69°17'37" West, continuing along said fence, 117.3 feet to another fence post; thence South 9°22'01" West, continuing along said fence, 2.0 feet to the True Point of Beginning of the parcel of land herein to be described; thence continuing South 9°22'01" West along said fence, 22.0 feet; thence North 80°37'59" West, leaving said fence, 22.8 feet; thence North 9°22'01" East 22.0 feet; thence South 80°37'59" East 22.8 feet to the True Point of Beginning.

6N
2 Mar 90
R&N 25 June 90
RHS.

EXHIBIT "B"
(Schedule 2)

Assessor's Office AUG 10 1990

DRILL & SPUR TRACK EASEMENT

Those certain parcels or strips of land situated in the City and County of San Francisco, State of California, described as follows:

PARCEL NO. 1

Beginning at the point of intersection of the westerly line of Tunnel Avenue, 60 feet in width, with the common County line between the County of San Francisco and the County of San Mateo; thence North 88°58'58" West along said County line and also the southerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA," as per map filed July 16, 1980 in Book 16 of Maps, Page 40, Records of said County, 39.80 feet to a point in a line concentric and parallel with and distant 15.00 feet westerly, measured radially and at right angles from the center line of Southern Pacific Transportation Company's drill track (which lies easterly of and which diverges southerly from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco) and which crosses said County line at a point distant North 88°58'58" West along said County line 24.41 feet from its intersection with said westerly line of Tunnel Avenue); thence northerly along said concentric and parallel line, the curvature and course thereof as follows: northerly on a curve to the left, tangent to said curve at last said point bears North 12°03'07" West, having a radius of 558.14 feet, a central angle of 2°35'41", an arc distance of 25.28 feet to a point, and North 14°38'48" West, tangent to last said curve at last said point, 50.80 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially, from said center line of Southern Pacific

S.F. Recording Office AUG 10 1990

Transportation Company's westbound main track; thence northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 2°35'12" East, having a radius of 5685.096 feet, a central angle of 1°14'22", an arc distance of 122.98 feet to a point in the westerly line of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to the State of California, recorded June 25, 1985, as Instrument D660213, Reel D867, Page 591, Official Records of said County; thence southerly along last said westerly line, on a curve to the left, tangent to last said curve at last said point bears South 5°01'53" East, having a radius of 600.00 feet, a central angle of 8°36'56", an arc distance of 90.22 feet; thence South 28°11'12" East, continuing along last said westerly line, 70.12 feet to the easterly line of last said land; thence leaving last said westerly line, North 1°13'47" East along said easterly line, 1.77 feet to said westerly line of Tunnel Avenue; thence South 4°30'58" East along last said westerly line, 48.41 feet to the Point of Beginning, containing an area of 5018 square feet, more or less.

PARCEL NO. 2

A strip of land, 30 feet wide lying equally 15.00 feet on each side of the following described line:

Commencing at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument D660213, Reel D867, Page 591, Official Records of said County; thence North 6°33'34" West 309.26 feet to a point in the center line of Southern Pacific Transportation Company drill track right of way (which track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose) and which

S.F. Assessor's Office AUG 10 1990

crosses the common County line between the County of San Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles, from the easterly line of Bayshore Boulevard); thence South 15°19'08" West along said center line of Southern Pacific Transportation Company's drill track right of way, 88.81 feet to a point in the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, last said point being distant North 72°09'01" West along said northerly line, 68.75 feet from the northeasterly corner of said Lot No. 8, last said point being the True Point of Beginning of the line herein to be described; thence southerly and southwesterly and southerly continuing along said center line of Southern Pacific Transportation Company's drill track right of way, the courses and curvatures thereof as follows: South 15°19'08" West 3.62 feet to a point; southerly on a curve to the right, tangent to said curve at last said point is last described course, having a radius of 3564.239 feet, a central angle of 0°22'10", an arc distance of 22.99 feet to a point; South 15°41'18" West, tangent to last said curve at last said point, 152.89 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°38'26", an arc distance of 111.02 feet to a point; South 32°19'44" West, tangent to the last said curve at last said point, 161.72 feet to a point; southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 286.483 feet, a central angle of 35°25'30", an arc distance of 177.35 feet to a point; and South 67°45'14" West, tangent to last said curve at last said point, 544.20 feet.

AUG 10 1990

Excepting therefrom that portion lying easterly of and coincident with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco).

Also, excepting therefrom that portion lying within said County of San Mateo.

PARCEL NO. 3

A strip of land, 30 feet wide, lying equally 15.00 feet on each side of the following described line:

Commencing at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument D660213, Reel D867, Page 591, Official Records of said County; thence North 6°33'34" West 309.26 feet to a point in the center line of Southern Pacific Transportation Company's drill track right of way (which track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose) and which crosses the common County line between the County of San Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles from the easterly line of Bayshore Boulevard); thence southerly along said center line of Southern Pacific Transportation Company's drill track right of way, the courses and curvatures thereof as follows: South 15°19'08" West 92.43 feet to a point; southerly on a curve to the right, tangent to said curve at last said point is last described course, having a radius of 3564.239 feet, a central angle of 0°22'10" an arc distance of 22.99 feet to a point; South 15°41'18" West, tangent to last said

AUG 10 1990

curve at last said point, 152.89 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°38'26", an arc distance of 111.02 feet to a point; and South 32°19'44" West, tangent to last said curve at last said point, 53.00 feet to a point in the center line of Southern Pacific Transportation Company's spur track right of way (which track diverges northerly from said center line of said Company's drill track) and the True Point of Beginning of the line herein to be described; thence northerly along said center line of Southern Pacific Transportation Company's spur track right of way, the courses and curvatures thereof as follows: North 25°58'09" East 81.00 feet to a point; northerly on a curve to the left, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°36'08", an arc distance of 110.76 feet to a point; and North 9°22'01" East, tangent to last said curve at last said point, 109.53 feet.

Excepting therefrom that portion of the above described 30 foot wide strip of land, herein above described in "PARCEL NO. 3, lying easterly of and coincident with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco).

SF Assessor's Office AUG 10 1990

SD 2 MAPS Rev. 12 MAPS

EXHIBIT "B"
(Schedule 3)

ACCESS ROADWAY EASEMENT

Those certain parcels of land situated in the City and County of San Francisco, State of California, described as follows:

PARCEL NO. 1

Beginning at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument D660213, Reel D867, Page 591, Official Records of said County; thence North 88°46'13" West along the northerly line of said 0.411 acre parcel of land, 33.31 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), said point being distant South 88°46'13" East along said northerly line, 8.08 feet from the northwesterly corner of said 0.411 acre parcel of land; thence northerly along said concentric line, on a curve to the right, tangent to said curve at last said point bears North 6°26'27" East, having a radius of 5685.096 feet, a central angle of 2°04'27", an arc distance of 205.81 feet to the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County; thence South 72°09'01" East along last said northerly line, 13.84 feet to the northeasterly corner of said Lot No. 8; thence South 13°42'29" West along the easterly line of said Lot No. 8 and also the westerly line of Tunnel Avenue, 60

S.F. Recorder's Office AUG 10 1990

feet in width, 10.88 feet to an angle point therein; thence continuing along said easterly line and also last said westerly line, South 1°13'47" West 190.00 feet to the Point of Beginning, containing an area of 4646 square feet, more or less.

PARCEL NO. 2

Beginning at the point of intersection of the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), said point being distant North 72°09'01" West along said northerly line, 115.29 feet from the northeasterly corner of said Lot No. 8; thence southerly along said concentric line, on a curve to the left, tangent to said curve at last said point bears South 8°40'41" West, having a radius of 5785.096 feet, a central angle of 0°51'24", an arc distance of 86.50 feet to a line parallel and concentric with and distant 15.00 feet westerly, measured at right angles and radially from the center line of Southern Pacific Transportation Company's tail track (which lies westerly of and which diverges northerly from the center line of Southern Pacific Transportation Company's drill track and which drill track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose), and which said drill track crosses the common County line between the County of San

S.F. Recorder's Office AUG 10 1990

Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles from the easterly line of Bayshore Boulevard); thence southerly and southwesterly along said parallel and concentric line, the courses and curvature thereof as follows: South 9°22'01" West 67.82 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 367.245 feet, a central angle of 16°36'08", an arc distance of 106.41 feet to a point; and South 25°58'09" West, tangent to last said curve at last said point, 80.17 feet to a line parallel and concentric with and distant 15.00 feet northwesterly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's drill track; thence southwesterly along last said parallel and concentric line, the courses and curvature thereof as follows: South 32°19'44" West 107.88 feet to a point; southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 271.843 feet, a central angle of 35°25'30", an arc distance of 168.08 feet to a point; and South 67°45'14" West, tangent to last said curve at last said point, 356.47 feet to the easterly prolongation of the southerly line of Sunnydale Avenue, 66 feet wide; thence leaving last said parallel and concentric line, North 69°24'23" West along said prolongation, 65.40 feet to a point in the most westerly line of said Lot No. 8, last said point being the southerly terminus of that certain course shown on said map having a distance of "66.00'"; thence North 20°35'37" East along last said westerly line, 43.00 feet to a line parallel with and distant 10.00 feet northerly, measured at right angles from the easterly prolongation of the center line of said Sunnydale Avenue; thence South 69°24'23" East along last said prolongation, 13.70 feet to a point; thence easterly and northeasterly on a

S.F. Recorder's Office AUG 10 1990

curve to the left, tangent to last said curve at last said point is last described course, having a radius of 175.00 feet, a central angle of 42°50'23", an arc distance of 130.85 feet to a point in a line parallel and concentric with and distant 25.00 feet northwesterly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's drill track; thence northeasterly along last said parallel and concentric line, the courses and curvature thereof as follows: North 67°45'14" East, tangent to last said curve at last said point, 246.15 feet to a point; northeasterly on a curve to the left, tangent to last said curve at last said point is last described course, having a radius of 251.843 feet, a central angle of 35°25'30", an arc distance of 155.71 feet to a point; and North 32°19'44" East, tangent to last said curve at last said point, 106.77 feet to a line parallel and concentric with and distant 35.00 feet westerly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's tail track; thence northerly along last said parallel and concentric line, the courses and curvature thereof as follows: North 25°58'09" East 79.06 feet to a point; northeasterly and northerly on a curve to the left tangent to last said curve at last said point is last described course, having a radius of 347.245 feet, a central angle of 16°36'08", an arc distance of 100.62 feet to a point; and North 9°22'01" East, tangent to last said curve at last said point, 67.27 feet to a point in a line concentric with and distant 95.00 feet westerly, measured radially from said center line of Southern Pacific Transportation Company's westbound main track; thence leaving last said parallel and concentric line, northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 7°49'17" East, having a radius of 5805.096 feet, a central angle of 0°53'19", an arc distance of 90.03 feet to said northerly line of said Lot No. 8; thence South 72°09'01" East along last said northerly line, 20.26 feet to the Point of Beginning, containing an area of 0.519 of an acre, more or less.

EXHIBIT 3

SAN FRANCISCO ASSESSOR-RECORDER OFFICE
DOC- E962735

WHEN RECORDED MAIL TO:

Mr. Robert A. Colbert
Tuntex (U.S.A.) Inc.
150 Executive Park Boulevard
Suite 4200
San Francisco, CA 94134

REEL F445 IMAGE 0298

DEED CORRECTING DESCRIPTION OF RAIL EASEMENT

THIS DEED CORRECTING DESCRIPTION OF RAIL EASEMENT (this "Correcting Grant") is executed as of this 23RD day of JULY, 1991, by Southern Pacific Transportation Company, a Delaware corporation ("SPTCo") and Tuntex Properties, Inc. (Brisbane), formerly known as Oyster Point Properties, Inc., a California corporation ("Tuntex") on the basis of the following facts, understandings and intentions:

A. In furtherance of that certain Agreement of Purchase and Sale (the "Sale Agreement") dated as of December 28, 1989 by and among Tuntex, Tuntex (U.S.A.) Inc., a Delaware corporation, and SPTCo, SPTCo conveyed by grant deed certain property (the "Property") described with particularity in the Sale Agreement, reserving therefrom certain easements (the "Easements");

B. Subsequent to the execution of the Sale Agreement and conveyance of the Property, Oyster Point Properties, Inc., a California corporation, changed its name to "Tuntex Properties, Inc. (Brisbane)", without effecting any change in the corporate structure or identity;

C. In that certain executed letter, dated December 29, 1989, (the "Executed Letter"), SPTCo and Tuntex acknowledged and agreed that the legal description of the Easements, as set forth in Exhibit "B" to the grant deed executed and recorded on August 10, 1990 as Instrument No. C761068 in the Official Records of San Francisco County (the "Original Grant Deed") was not prepared by a surveyor, and thus it would be necessary to substitute therefor a legal description based on a survey;

D. Pursuant to the terms of the Executed Letter, SPTCo, at its sole cost and expense, caused a surveyor registered under the laws of the State of California to prepare a new legal description of the Easements attached hereto as Exhibit 1 (the "New Legal Description") and incorporated herein by this reference;

E. Pursuant to the terms of the Executed Letter, SPTCo and Tuntex agreed that, upon Tuntex's approval of the New Legal Description, SPTCo and Tuntex would execute and record in the Official Records of San Francisco County an instrument correcting the description of the Easements by substituting the New Legal Description for the description of the Easements set forth in the Original Grant Deed; and

EXHIBIT 3

F. SPTCo and Tuntex have agreed that the substitution of the description of the Easements set forth in the Original Grant Deed with the New Legal Description shall be effected by the parties' execution and recording of this Correcting Deed.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES AND OTHER VALUABLE CONSIDERATION by the execution and recording hereof, SPTCo and Tuntex hereby correct the Original Grant Deed by:

1. Deleting the legal description of the Easements set forth in the Original Grant Deed; and

2. Substituting therefor the New Legal Description attached hereto as Exhibit 1 and incorporated herein by this reference.

IN WITNESS WHEREOF, SPTCo and Tuntex have executed this Correcting Deed this 30 day of July, 1991.

"SPTCo"

SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation

By: _____
Its: as Vice President

"Tuntex"

TUNTEX (U.S.A.) INC.
a Delaware corporation

By: _____
Its: General Manager

JG:ng

E962735

State of California $
$
City and County of San Francisco $

On July 30, 1991, before me personally appeared _____ (here Insert name and title of the officer), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

OFFICIAL SEAL
C.M. LIEGI
NOTARY PUBLIC-CALIFORNIA
SAN MATEO COUNTY
My Comm. Expires April 29, 1994

Signature M. Aranda (Seal)

STATE OF CALIFORNIA }
City and County of San Francisco }

E962735

On this 23rd day of July, in the year One Thousand Nine Hundred and Ninety-Five before me, JOSEPH P. JUBILADO a Notary Public in and for the City and County of San Francisco, State of California, personally appeared

S. D. STEEL

known to me (or proved to me on the basis of satisfactory evidence) to be the VICE PRESIDENT of the corporation that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named and he acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

OFFICIAL NOTARY SEAL
JOSEPH P. JUBILADO
Notary Public — California
SAN FRANCISCO COUNTY
My Comm. Expires JUN 03,1995

Joseph F. Jubilado

Notary Public in and for the City and County of San Francisco, State of California

My Commission Expires June 3, 1995

EXHIBIT "I" E962735

FORM OF RAILROAD EASEMENT

"Grantor excepts from the Property hereby conveyed and reserves unto itself, its successors and assigns:

A perpetual, exclusive easement in, on, under, over and through the locations described in Schedule 1 (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (Access Roadway Easement) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment. All improvements presently existing on or hereafter constructed on the easement area, if owned by Grantor, shall remain the personal property of the Grantor and its successors and assigns. Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph. Grantor shall defend, indemnify and hold Grantee, its successors and assignees, harmless from and against any liability, damage, cost or expense arising from or in connection with Grantor's use of the property covered by the easement reserved herein.

Notwithstanding the exclusive nature of such easement, Grantor shall permit Grantee, its successors and assigns, (a) such rights of passage on, over, and under such easement area for such public or private streets and rights of way ("Rail Crossings") as Grantee may require to provide reasonable access to any improvements located on the Property, and (b) the right to construct (i) improvements over said easement commencing at a minimum height of thirty-five (35) feet above top of rail and (ii) structural support improvements and other improvements reasonably related to a railroad depot within the easement area ("Improvements"), in all cases subject to (a) approval of the location or locations and the design of such Rail Crossings and Improvements by the Grantor, which approval shall not be unreasonably withheld; (b) such conditions as Grantor may reasonably impose to protect its own operations over such easement area or to comply with applicable law; (c) approval of such Rail Crossings or Improvements by the California Public Utility Commission and by such other governmental and regulatory agencies as may be required; (d) acceptance, to the extent applicable, of such Rail Crossings as dedicated public streets by the City of San Francisco; and (e) construction of the physical improvements constituting such Rail Crossings and Improvements at no expense to the Grantor."

RHS041/1d
Page 1 of 1

ALL FRANCISCO - TUTTLE

4N
30 MAR 90
Rev. 4-5-90

E962735

EXHIBIT "1"
(Schedule 1)

MAIN LINE EASEMENT

Those certain parcels of land situated in the City and County of San Francisco, State of California, described as follows:

Parcel No. 1:

Commencing at the northeasterly corner of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099 and 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, said corner being at the easterly terminus of that certain course shown on said map having a bearing and distance of "N 73°20' W 232.62'"; thence North 72°09'01" West along the northerly line of said Lot No. 8, and also said course, 13.84 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially from the existing center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), and the True Point of Beginning of the parcel of land herein to be described; thence southerly along said concentric line and curve to the left, tangent to said curve at last said point bears South 8°30'54" West, having a radius of 5685.096 feet, a central angle of 2°04'27", an arc distance of 205.81 feet to the northerly line of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument 0660213, Reel 0867, Page 951, Official Records of said County;

thence North 88°40'13" West along last said northerly line, 8.03 feet to a point for the northwesterly corner of last said land; thence southerly along the westerly line of last said land, on a curve to the left, tangent to last said curve at last said point bears South 6°24'50" West, having a radius of 5691.60 feet, a central angle of 1°34'15", an arc distance of 156.05 feet to a point of compound curve; thence continuing southerly along said westerly line on last said curve to the left, having a radius of 600.00 feet, a central angle of 9°52'28", an arc distance of 103.41 feet to a point in said concentric line; thence leaving said westerly line, southerly along said concentric line, on a curve to the left, tangent to last said curve at last said point bears South 3°43'34" West, having a radius of 5685.096 feet, a central angle of 1°51'01", an arc distance of 183.60 feet; thence South 1°28'31" West 12.80 feet to a point in the common County line between the County of San Francisco and the County of San Mateo, last said point being distant thereon, North 88°58'58" West 61.21 feet from its intersection with the westerly line of Tunnel Avenue, 60 feet in width; thence North 88°58'58" West along said County line and also the southerly line of said Lot No. 8, passing at 25.06 feet the said center line of Southern Pacific Transportation Company's Westbound main track, and continuing for a total distance of 100.13 feet; thence North 1°28'35" East 14.47 feet to a point in a line concentric with and distant 75.00 feet westerly, measured radially from last said center line; thence northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 1°56'33" East, having a radius of 5765.096 feet, a central angle of 6°42'08", an arc distance of 676.72 feet to said northerly line of said Lot No. 8; thence South 72°09'01" East along last said northerly line, passing at 76.11 feet the

said center line of Southern Pacific Transportation Company's westbound main track, and continuing for a total distance of 101.45 feet to the True Point of Beginning, containing an area of 1.513 acres, more or less.

Parcel No. 2:

Commencing at the northerly terminus of that certain course having a distance of 109.964 feet as shown on that certain map entitled, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, and 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1989, in Book 16 of Parcel Maps, Page 40, Records of said County; thence South 17°58'59" West along said course, 3.2 feet to a chain link fence; thence South 32°17'13" West along said fence, 21.6 feet to a fence post; thence South 17°42'55" West, continuing along said fence, 100.2 feet to another fence post; thence South 69°17'37" East, continuing along said fence, 117.3 feet to another fence post; thence North 9°22'01" East, continuing along said fence, 2.0 feet to the True Point of Beginning of the parcel of land herein to be described; thence continuing North 9°22'01" East along said fence, 22.0 feet; thence South 80°37'59" East, leaving said fence, 22.8 feet; thence South 9°22'01" West 22.0 feet; thence North 80°37'59" West 22.8 feet to the True Point of Beginning.

SN
2 Mar. 90
Rev 25 June 9
RHS.

E962735

EXHIBIT "1"
(Schedule 2)

DRILL & SPUR TRACK EASEMENT

Those certain parcels or strips of land situated in the City and County of San Francisco, State of California, described as follows:

PARCEL NO. 1

Beginning at the point of intersection of the westerly line of Tunnel Avenue, 60 feet in width, with the common County line between the County of San Francisco and the County of San Mateo; thence North 88°58'58" West along said County line and also the southerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA," as per map filed July 16, 1980 in Book 16 of Maps, Page 40, Records of said County, 39.80 feet to a point in a line concentric and parallel with and distant 15.00 feet westerly, measured radially and at right angles from the center line of Southern Pacific Transportation Company's drill track (which lies easterly of and which diverges southerly from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco) and which crosses said County line at a point distant North 88°58'58" West along said County line 26.41 feet from its intersection with said westerly line of Tunnel Avenue); thence northerly along said concentric and parallel line, the curvature and course thereof as follows: northerly on a curve to the left, tangent to said curve at last said point bears North 12°03'07" West, having a radius of 558.14 feet, a central angle of 2°35'41", an arc distance of 25.28 feet to a point, and North 14°38'48" West, tangent to last said curve at last said point, 50.80 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially, from said center line of Southern Pacific

Transportation Company's westbound main track; thence northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 2°35'12" East, having a radius of 5685.096 feet, a central angle of 1°14'22", an arc distance of 122.98 feet to a point in the westerly line of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to the State of California, recorded June 25, 1985, as Instrument 0660213, Reel 0867, Page 591, Official Records of said County; thence southerly along last said westerly line, on a curve to the left, tangent to last said curve at last said point bears South 5°01'53" East, having a radius of 600.00 feet, a central angle of 8°36'56", an arc distance of 90.22 feet; thence South 28°11'12" East, continuing along last said westerly line, 70.12 feet to the easterly line of last said land; thence leaving last said westerly line, North 1°13'47" East along said easterly line, 1.77 feet to said westerly line of Tunnel Avenue; thence South 4°30'58" East along last said westerly line, 48.41 feet to the Point of Beginning, containing an area of 5018 square feet, more or less.

PARCEL NO. 2

A strip of land, 30 feet wide lying equally 15.00 feet on each side of the following described line:

Commencing at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument 0660213, Reel 0867, Page 591, Official Records of said County; thence North 6°33'34" West 309.26 feet to a point in the center line of Southern Pacific Transportation Company drill track right of way (which track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose) and which

crosses the common County line between the County of San Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles, from the easterly line of Bayshore Boulevard); thence South 15°19'08" West along said center line of Southern Pacific Transportation Company's drill track right of way, 88.81 feet to a point in the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, last said point being distant North 72°09'01" West along said northerly line, 68.75 feet from the northeasterly corner of said Lot No. 8, last said point being the True Point of Beginning of the line herein to be described; thence southerly and southwesterly and southerly continuing along said center line of Southern Pacific Transportation Company's drill track right of way, the courses and curvatures thereof as follows: South 15°19'08" West 3.62 feet to a point; southerly on a curve to the right, tangent to said curve at last said point is last described course, having a radius of 3564.239 feet, a central angle of 0°22'10", an arc distance of 22.99 feet to a point; South 15°41'18" West, tangent to last said curve at last said point, 152.89 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°38'26", an arc distance of 111.02 feet to a point; South 32°19'44" West, tangent to the last said curve at last said point, 161.72 feet to a point; southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 286.483 feet, a central angle of 35°25'30", an arc distance of 177.35 feet to a point; and South 67°45'14" West, tangent to last said curve at last said point, 544.20 feet.

Excepting therefrom that portion lying easterly of and coincident with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco).

Also, excepting therefrom that portion lying within said County of San Mateo.

PARCEL NO. 3

A strip of land, 30 feet wide, lying equally 15.00 feet on each side of the following described line:

Commencing at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument 0660213, Reel 0867, Page 591, Official Records of said County; thence North 6°33'34" West 309.26 feet to a point in the center line of Southern Pacific Transportation Company's drill track right of way (which track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose) and which crosses the common County line between the County of San Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles from the easterly line of Bayshore Boulevard); thence southerly along said center line of Southern Pacific Transportation Company's drill track right of way, the courses and curvatures thereof as follows: South 15°19'08" West 92.43 feet to a point; southerly on a curve to the right, tangent to said curve at last said point is last described course, having a radius of 3564.239 feet, a central angle of 0°22'10" an arc distance of 22.99 feet to a point; South 15°41'18" West, tangent to last said

curve at last said point, 152.89 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°38'26", an arc distance of 111.02 feet to a point; and South 32°19'44" West, tangent to last said curve at last said point, 53.00 feet to a point in the center line of Southern Pacific Transportation Company's spur track right of way (which track diverges northerly from said center line of said Company's drill track) and the True Point of Beginning of the line herein to be described; thence northerly along said center line of Southern Pacific Transportation Company's spur track right of way, the courses and curvatures thereof as follows: North 25°58'09" East 81.00 feet to a point; northerly on a curve to the left, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet; a central angle of 16°36'08", an arc distance of 110.76 feet to a point; and North 9°22'01" East, tangent to last said curve at last said point, 109.53 feet.

Excepting therefrom that portion of the above described 30 foot wide strip of land, herein above described in "PARCEL NO. 3, lying easterly of and coincident with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco).

E962735

SN
2 MEAD
REV-12 MAR

EXHIBIT "1"
(Schedule J)

ACCESS ROADWAY EASEMENT

Those certain parcels of land situated in the City and County of San Francisco, State of California, described as follows:

PARCEL NO. 1

Beginning at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument 0660213, Reel 0867, Page 691, Official Records of said County; thence North 08°46'13" West along the northerly line of said 0.411 acre parcel of land, 33.31 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), said point being distant South 88°46'13" East along said northerly line, 8.08 feet from the northwesterly corner of said 0.411 acre parcel of land; thence northerly along said concentric line, on a curve to the right, tangent to said curve at last said point bears North 6°26'27" East, having a radius of 5685.096 feet, a central angle of 2°04'27", an arc distance of 205.81 feet to the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County; thence South 72°09'01" East along last said northerly line, 13.84 feet to the northeasterly corner of said Lot No. 8; thence South 13°42'29" West along the easterly line of said Lot No. 8 and also the westerly line of Tunnel Avenue, 60

feet in width, 10.88 feet to an angle point therein; thence continuing along said easterly line and also last said westerly line, South 1°13'47" West 190.00 feet to the Point of Beginning, containing an area of 4646 square feet, more or less.

PARCEL NO. 2

Beginning at the point of intersection of the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), said point being distant North 72°09'01" West along said northerly line, 115.29 feet from the northeasterly corner of said Lot No. 8; thence southerly along said concentric line, on a curve to the left, tangent to said curve at last said point bears South 8°40'41" West, having a radius of 5765.096 feet, a central angle of 0°51'24", an arc distance of 86.50 feet to a line parallel and concentric with and distant 15.00 feet westerly, measured at right angles and radially from the center line of Southern Pacific Transportation Company's tail track (which lies westerly of and which diverges northerly from the center line of Southern Pacific Transportation Company's drill track and which drill track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose), and which said drill track crosses the common County line between the County of San

Francisco and the County of San Mateo at a point distant South 88°58'50" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles from the easterly line of Bayshore Boulevard; thence southerly and southwesterly along said parallel and concentric line, the courses and curvature thereof as follows: South 9°22'01" West 67.62 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 367.245 feet, a central angle of 16°36'08", an arc distance of 106.41 feet to a point; and South 25°58'09" West, tangent to last said curve at last said point, 80.17 feet to a line parallel and concentric with and distant 15.00 feet northwesterly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's drill track; thence southwesterly along last said parallel and concentric line, the courses and curvature thereof as follows: South 32°19'44" West 107.88 feet to a point; southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 271.843 feet, a central angle of 35°25'30", an arc distance of 168.08 feet to a point; and South 67°45'14" West, tangent to last said curve at last said point, 366.47 feet to the easterly prolongation of the southerly line of Sunnydale Avenue, 66 feet wide; thence leaving last said parallel and concentric line, North 69°24'23" West along said prolongation, 65.40 feet to a point in the most westerly line of said Lot No. 8, last said point being the southerly terminus of that certain course shown on said map having a distance of "66.00'"; thence North 20°35'37" East along last said westerly line, 43.00 feet to a line parallel with and distant 10.00 feet northerly, measured at right angles from the easterly prolongation of the center line of said Sunnydale Avenue; thence South 69°24'23" East along last said prolongation, 13.70 feet to a point; thence easterly and northeasterly on a

curve to the left, tangent to last said curve at last said point is last described course, having a radius of 176.00 feet, a central angle of 42°50'23", an arc distance of 130.85 feet to a point in a line parallel and concentric with and distant 35.00 feet northwesterly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's drill track; thence northeasterly along last said parallel and concentric line, the courses and curvature thereof as follows: North 67°45'14" East, tangent to last said curve at last said point, 246.15 feet to a point; northeasterly on a curve to the left, tangent to last said curve at last said point is last described course, having a radius of 251.843 feet, a central angle of 35°25'30", an arc distance of 155.71 feet to a point; and North 32°19'44" East, tangent to last said curve at last said point, 106.11 feet to a line parallel and concentric with and distant 35.00 feet westerly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's tail track; thence northerly along last said parallel and concentric line, the courses and curvature thereof as follows: North 25°58'09" East 79.06 feet to a point; northeasterly and northerly on a curve to the left tangent to last said curve at last said point is last described course, having a radius of 347.245 feet, a central angle of 16°36'08", an arc distance of 100.62 feet to a point; and North 9°22'01" East, tangent to last said curve at last said point, 67.27 feet to a point in a line concentric with and distant 95.00 feet westerly, measured radially from said center line of Southern Pacific Transportation Company's westbound main track; thence leaving last said parallel and concentric line, northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 7°49'17" East, having a radius of 5805.096 feet, a central angle of 0°53'19", an arc distance of 90.03 feet to said northerly line of said Lot No. 8; thence South 72°09'01" East along last said northerly line, 20.26 feet to the Point of Beginning, containing an area of 0.619 of an acre, more or less.

EXHIBIT 4

20159K01686300014
San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC 2015-K016863-00
Acct 5002-Old Republic Title Company
Thursday, FEB 05, 2015 11:46:49
Ttl Pd$13,939.00 Nbr-0005097538
okc/RE/1-14

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Patrick McNerney
14 Mint Plaza, Fifth Floor
San Francisco, CA 94103

Mail Tax Statements to:

Patrick McNerney
14 Mint Plaza, Fifth Floor
San Francisco, CA 94103

CRTC
0227015427 DP
Blk 5087, lots 4 & 5
2201 Bayshore Blvd.

Space Above Line for Recorder's Use Only

(1567-58)

DOCUMENTARY TRANSFER TAX $ 13,875.00
XX Computed on the full value of the property conveyed
___ Computed on the full value less liens and encumbrances remaining at the time of sale
___ Not a Sale (Rev. & Tax. Code Section 11927(a))

Signature of Declarant or Agent Determining Tax

QUITCLAIM DEED

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation), Grantor, in consideration of the sum of Ten Dollars ($10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto **PATRICK McNERNEY**, an individual, as his sole and separate property, Grantee, whose address is 14 Mint Plaza, Fifth Floor, San Francisco, California 94103 and unto his heirs and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate (hereinafter the "Property") situated in the City and County of San Francisco, State of California, identified and more particularly described as "Fee Parcel" in **Exhibit A**, hereto attached and hereby made a part hereof, together with any and all of Grantor's right, title and interest in and to portions of that certain Form of Railroad Easement reserved by Southern Pacific Transportation Company in that certain Grant Deed dated August 1, 1990, and recorded on August 10, 1990 in the Official Records of San Francisco County, California, as Instrument No. E761808, as modified by that certain Deed Correcting Description of Rail Easement dated July 23, 1991, and recorded on August 22, 1991 in the Official Records of San Francisco County, California, identified and more particularly described as "Schedule 1", "Schedule 2" and "Schedule 3" in the attached **Exhibit A** ("Railroad Easement").

EXHIBIT 4

EXCEPTING FROM THIS QUITCLAIM AND RESERVING UNTO GRANTOR, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by Grantee, its successors or assigns.

Except as may be otherwise provided in a written assignment or other written agreement between Grantor and Grantee, Grantor reserves all income (including, without limitation, rentals, license fees and royalties) from any existing license and other existing rights to use the Property and renewals thereof granted by Grantor or Grantor's predecessors in interest. Grantee agrees that if Grantee receives any such income, Grantee will promptly forward the income to Grantor.

Covenants.

The Property is quitclaimed by Grantor subject to the following covenants, conditions and restrictions which Grantee by the acceptance of this Deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

Fence Covenant. Grantee, at its sole cost and expense, shall install, within ninety (90) days after the recording of this Deed, and thereafter maintain fencing or other barriers to prevent access to or encroachment on the railroad right-of-way of Grantor adjacent to the easterly boundary of the Property. The fencing or barrier must be of a design and type satisfactory to Grantor, and in compliance with applicable building codes. Grantee shall submit the plans for the fencing or barrier construction to:

Union Pacific Railroad Company
Assistant Vice President-Real Estate (Folder No. 1567-58)
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179

for review and approval. Grantor shall complete such review and make appropriate response to Grantee within twenty (20) days after receipt of such plans by Grantor. Grantor shall not unreasonably withhold its approval of such plans. Such approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the fence as constructed will be structurally sound.

Railroad Proximity Covenant.

(a) Grantee acknowledges that the property abutting the easterly boundary line of the Property is dedicated and used for railroad purposes, that railroad operations may create noise, vibrations, emissions, fumes and odors twenty-four (24) hours a day, and that the amount, nature and intensity of railroad operations may increase or change (collectively, the

"Permitted Effects"). Grantee accepts the Property subject to the existence of the Permitted Effects. By acceptance of the Property, Grantee agrees that, at Grantee's sole cost and expense, as part of the development of the Property, Grantee shall design and install and/or construct and thereafter maintain improvements to reduce or limit the Permitted Effects and to comply with all governmental requirements, if any, which may be imposed as a condition to the development and use of the Property because of the Permitted Effects.

(b) Grantee shall not, and hereby waives all rights to, (i) institute legal proceedings against Grantor to reduce or lessen the Permitted Effects, and (ii) directly or indirectly participate in petition drives, lobbying efforts or other activities seeking the enactment of federal, state or local laws or ordinances to reduce or lessen the Permitted Effects. Any party breaching such covenant shall reimburse Grantor for all costs incurred by Grantor to comply with any such orders, laws or ordinances, including, without limitation, attorney fees and court costs.

(c) If Grantee sells or leases all or any portion of the Property, Grantee shall require all purchasers and tenants to acknowledge the location of the railroad operations abutting the Property and the existence of the Permitted Effects, and to agree in writing, for the benefit of Grantor, to comply with the above covenants.

Covenants To Run With Land. The foregoing covenants, conditions and restrictions shall run with the Property, the burdens of which will be binding on the successors and assigns of Grantee, and the benefits of which will inure to the successors and assigns of Grantor. A breach of the foregoing covenants, conditions and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

Environmental.

"As Is" Sale. Grantee acknowledges and agrees that the Property and the Railroad Easement have been sold and quitclaimed to and accepted by Grantee in an "as is" condition with all faults, and that the Property and the property over which the Railroad Easement is located ("Railroad Easement Area") have been used for, among other things, railroad operating right-of-way and for other commercial or industrial purposes. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property, Railroad Easement Area or Railroad Easement or any of such related matters; in particular, but without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, Railroad Easement Area or Railroad Easement, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters (including but not limited to the existence of Hazardous Materials, in, on, under or emanating to or from the Property), compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements (collectively, "Condition of the Property"). Grantee acknowledges and agrees that the Property and Railroad Easement have been sold and quitclaimed on the basis of Grantee's own

investigation of the physical and environmental conditions of the Property and Railroad Easement Area, including the subsurface conditions and Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. For purposes of this Deed, "Hazardous Materials" means any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, asbestos, hazardous waste or substances or toxic waste or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", "toxic materials" or "toxic substances" under any applicable federal, state or local law or regulation now or hereafter in effect.

Release. GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES GRANTOR, GRANTOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON ACTING ON BEHALF OF GRANTOR, OF AND FROM ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH GRANTEE NOW HAS OR WHICH GRANTEE MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE CONDITION OF THE PROPERTY OR RAILROAD EASEMENT AREA, INCLUDING, WITHOUT LIMITATION, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY AND RAILROAD EASEMENT AREA (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY AND RAILROAD EASEMENT AREA BY ANY HAZARDOUS MATERIALS), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING APPLIES REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS. WITH RESPECT TO THE FOREGOING RELEASE, GRANTEE EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

> **1542. Certain Claims Not Affected by General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Indemnity. FROM AND AFTER CLOSING, GRANTEE SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND

EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER, ADJACENT OR EMANATING FROM OR TO THE PROPERTY BY ANY HAZARDOUS MATERIALS), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING APPLIES REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

General Allocation of Environmental Responsibility. With respect to any existing or future presence of Hazardous Materials in, under or emanating to or from the Property or Railroad Easement Area, Grantee, at no cost to Grantor, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or which may otherwise be necessary to make the Property or Railroad Easement Area suitable for Grantee's use of the Property or Railroad Easement Area.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the 21st day of January, 2015.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

Attest:

Barbara Holder
Assistant Secretary

By: Tony Lara
Title: Assistant Vice President – Real Estate

(Seal)

Grantee hereby accepts this Quitclaim Deed and agrees for himself, his heirs and assigns, to be bound by the covenants set forth herein.

Dated this 2ND day of ~~January~~ FEBRUARY, 2015.

PATRICK McNERNEY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On January 21, 2015, before me, Gregg A Larsen, Notary Public in and for said County and State, personally appeared TONY K LOVE and Barbara Holder who are the Assistant Vice President – Real Estate and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

GENERAL NOTARY - State of Nebraska
GREGG A. LARSEN
My Comm. Exp. Aug. 28, 2016

Notary Public

(Seal)

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

D

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this 2nd day of ~~January~~ February, 2015, before me, June Y Williams, Notary Public, personally appeared PATRICK McNERNEY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

June Y Williams
Notary Public

(Seal)

JUNE Y. WILLIAMS
COMM. #1997789
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Nov. 11, 2016

Union Pacific Railroad Company

San Francisco County, California

Exhibit "A"

FEE PARCEL

THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN FRANCISCO, CITY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL 4 AND 5 AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS, PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT NO. 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT NO. 4 SOUTH 74°37'31" EAST (SHOWN AS "SOUTH 75°48'30" EAST" ON SAID PARCEL MAP) 55.07 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO); THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 15°18'45" WEST, HAVING A RADIUS OF 5785.096 FEET, THROUGH A CENTRAL ANGLE OF 1°17'04" AN ARC DISTANCE OF 129.70 FEET TO THE WESTERLY LINE OF SAID LOT NO. 5; THENCE CONTINUING SOUTHERLY ALONG SAID CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 5°21'01" AN ARC DISTANCE OF 540.10 FEET TO THE SOUTHERLY LINE OF SAID LOT NO. 5; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT NO. 5 NORTH 72°09'01" WEST (SHOWN AS "NORTH 73°20' WEST" ON SAID PARCEL MAP) 117.46 FEET TO SOUTHEASTERLY LINE OF SAID LOT NO. 4; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 32°17'13" WEST 29.95 FEET; THENCE NORTH 17°58'59" EAST (SHOWN AS "SOUTH 16°48'00" WEST" ON SAID PARCEL MAP) 309.26 FEET; THENCE SOUTH 71°57'37" EAST 19.979 FEET; THENCE NORTH 17°58'59" EAST 304.33 FEET; THENCE NORTH 74°37'31" WEST 20.00 FEET; THENCE NORTH 17°58'59" EAST 80.00 FEET TO THE POINT OF BEGINNING.

PORTION OF ASSESSOR'S LOTS 004 AND 005, BLOCK 5087

SCHEDULE 1
(MAIN LINE EASTMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (SIGNAL CABINET AREA)

COMMENCING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE HAVING A DISTANCE OF 109.964 FEET AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, AND 5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY; THENCE SOUTH 17°58'59" WEST ALONG SAID COURSE, 3.2 FEET TO A CHAIN LINK FENCE; THENCE SOUTH 32°17'13" WEST ALONG SAID FENCE, 21.6 FEET TO A FENCE POST; THENCE SOUTH 17°42'55" WEST, CONTINUING ALONG SAID FENCE, 100.2 FEET TO ANOTHER FENCE POST; THENCE SOUTH 69°17'37" EAST, CONTINUING ALONG SAID FENCE, 117.3 FEET TO ANOTHER FENCE POST; THENCE NORTH 9°22'01" EAST, CONTINUING ALONG SAID FENCE, 2.0 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN TO BE DESCRIBED; THENCE CONTINUING NORTH 9°22'01" EAST ALONG SAID FENCE, 22.0 FEET; THENCE SOUTH 80°37'59" EAST, LEAVING SAID FENCE, 22.8 FEET; THENCE SOUTH 9°22'01" WEST 22.0 FEET; THENCE NORTH 80°37'59" WEST 22.8 FEET TO THE TRUE POINT OF BEGINNING.

SCHEDULE 2
(DRILL & SPUR TRACK EASEMENT)

THOSE CERTAIN PARCELS OR STRIPS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE LYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REEL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT TA POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTH 15°19'08" WEST ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, 88.81 FEET TO A POINT IN THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, LAST SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 68.75 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8, LAST SAID POINT BEING TRUE POINT OF BEGINNING OF

THE LINE HEREIN TO BE DESCRIBED; THENCE SOUTHERLY AND SOUTHWESTERLY AND SOUTHERLY CONTINUING ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 3.62 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10", AN ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18' WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; SOUTH 32°19'44" WEST, TANGENT TO THE LAST SAID CURVE AT LAST SAID POINT, 161.72 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 286.483 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 177.35 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 544.20 FEET.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

ALSO, EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAID COUNTY OF SAN MATEO.

PARCEL NO. 3: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE, LAYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REAL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 92.43 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10' AND ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; AND SOUTH 32°19'44" WEST, TANGENT TO LAST SAID CURVE AT

LAST SAID POINT, 53.00 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY (WHICH TRACK DIVERGES NORTHERLY FROM SAID CENTER LING OF SAID COMPANY'S DRILL TRACK) AND THE TRUE POINT OF BEGINNING OF THE LINE HEREIN TO BE DESCRIBED; THENCE NORTHERLY ALONG SAID CENTER OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 81.00 FEET TO A POINT; NORTHERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 110.76 FEET TO A POINT; AND NORTH 9°22'01' EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 109.53 FEET.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED 30 FOOT WIDE STRIP OF LAND, HEREIN ABOVE DESCRIBED IN "PARCEL NO. 3, LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

SCHEDULE 3
(ACCESS ROADWAY EASEMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (ROADWAY AREA)

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, &5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO), SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 115.29 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8; THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE, ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 8°40'41" WEST, HAVING A RADIUS OF 5785.096 FEET, A CENTRAL ANGLE OF 0°51'24", AN ARC DISTANCE OF 86.50 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK (WHICH LIES WESTERLY OF AND WIIICH DIVERGES NORTHERLY FROM THE CFNTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK AND WHICH DRILL TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE), AND WHICH SAID DRILL TRACK CROSSES THE COMMON COUNTY LINE BETWEEN COUNTY OF SAN FRANCISCO AND COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID PARALLEL AND

CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 9°22'01" WEST 67.82 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 367.245 FEET, A CENTRAL ANGLE OF 16°36'08", AN ARC DISTANCE OF 106.41 FEET TO A POINT; AND SOUTH 25°58'09" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 80.17 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE SOUTHWESTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 32°19'44" WEST 107.88 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 271.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 168.08 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 356.47 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SUNNYDALE AVENUE, 66 FEET WIDE; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTH 69°24'23" WEST ALONG SAID PROLONGATION, 65.40 FEET TO A POINT IN THE MOST WESTERLY LINE OF SAID LOT NO. 8, LAST SAID POINT BEING THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN ON SAID MAP HAVING A DISTANCE OF "66.00'"; THENCE NORTH 20°35'37" EAST ALONG LAST SAID WESTERLY LINE, 43.00 FEET TO A LINE PARALLEL WITH AND DISTANT 10.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY PROLONGATION OF THE CENTER LINE OF SAID SUNNYDALE AVENUE; THENCE SOUTH 69°24'23" EAST ALONG LAST SAID PROLONGATION, 13.70 FEET TO A POINT; THENCE EASTERLY AND NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 42°50'23", AN ARC DISTANCE OF 130.85 FEET TO A POINT IN A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE NORTHEASTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 67°45'14" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 246.15 FEET TO A POINT; NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 251.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 155.71 FEET TO A POINT; AND NORTH 32°19'44" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 106.77 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK; THENCE NORTHERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 79.06 FEET TO A POINT; NORTHEASTERLY AND NORTHERLY ON A CURVE TO THE LEFT TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 347.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 100.62 FEET TO A POINT; AND NORTH 9°22'01" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 67.27 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 95.00 FEET WESTERLY, MEASURED RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTHERLY ALONG LAST SAID CONCENTRIC LINE, ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT BEARS NORTH 7°49'17" EAST, HAVING A RADIUS OF 5805.096 FEET, A CENTRAL ANGLE OF 0°53'19", AN ARC DISTANCE OF 90.03 FEET TO SAID NORTHERLY LINE OF SAID LOT NO. 8; THENCE SOUTH 72°09'01" EAST ALONG LAST SAID NORTHERLY LINE, 20.26 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.519 OF AN ACRE, MORE OR LESS.

INGRESS/EGRESS AREA

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 4, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS AT PAGE 40, IN THE OFFICE OF THE COUNTY RECORDERS OF THE CITY AND COUNTY OF SAN FRANCISCO, LYING SOUTHERLY OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT NO. 7 OF SAID PARCEL MAP.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE

LD 0156758
January 16, 2015

EXHIBIT 5

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.:
APN: 5087; Portions of 005 and 004 ✓
Situs: APN 5087; portion of Lot 004 and 005 ✓
No Property address
When Recorded Mail Document and Tax Statements to:

424 Jessie Historic Properties, LLC
14 Mint Plaza, 5th Floor
San Francisco, CA 94103

20169K32823800008
San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC 2016-K328238-00
Acct 5002-Old Republic Title Company
Wednesday, SEP 14, 2016 08:44:57
Ttl Pd $39.00 Nbr-0005457639
oar/RE/1-8

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is $0.00 transfer from individual name to single member LLC
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of San Francisco

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Patrick McNerney, an individual, as his sole and separate property

hereby GRANT(S) to
424 Jessie Historic Properties, LLC, a California limited liability company

that property in City of San Francisco, San Francisco County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

Date: August 17, 2016

Patrick McNerney

EXHIBIT 5

cription: San Francisco,CA Document - Year.DocID 2016.328238 Page: 1 of 8

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 San Francisco

On 9.12.16 before me, June Y Williams a Notary Public, personally appeared Patrick McNerney, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: June Y Williams

Name: June Y Williams
(Typed or Printed)

(Seal)

JUNE Y. WILLIAMS
COMM. #1997789
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Nov. 11, 2016

Exhibit "A"

FEE PARCEL

THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN FRANCISCO, CITY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL 4 AND 5 AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS, PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT NO. 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT NO. 4 SOUTH 74°37'31" EAST (SHOWN AS "SOUTH 75°48'30" EAST" ON SAID PARCEL MAP) 55.07 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO); THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 15°18'45" WEST, HAVING A RADIUS OF 5785.096 FEET, THROUGH A CENTRAL ANGLE OF 1°17'04" AN ARC DISTANCE OF 129.70 FEET TO THE WESTERLY LINE OF SAID LOT NO. 5; THENCE CONTINUING SOUTHERLY ALONG SAID CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 5°21'01" AN ARC DISTANCE OF 540.10 FEET TO THE SOUTHERLY LINE OF SAID LOT NO. 5; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT NO. 5 NORTH 71°09'01" WEST (SHOWN AS "NORTH 73°20' WEST" ON SAID PARCEL MAP) 117.46 FEET TO SOUTHEASTERLY LINE OF SAID LOT NO. 4; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 32°17'13" WEST 29.95 FEET; THENCE NORTH 17°58'59" EAST (SHOWN AS "SOUTH 16°48'00" WEST" ON SAID PARCEL MAP) 309.26 FEET; THENCE SOUTH 71°57'37" EAST 19.979 FEET; THENCE NORTH 17°58'59" EAST 304.33 FEET; THENCE NORTH 74°37'31" WEST 20.00 FEET; THENCE NORTH 17°58'59" EAST 80.00 FEET TO THE POINT OF BEGINNING.

PORTION OF ASSESSOR'S LOTS 004 AND 005, BLOCK 5087

SCHEDULE 1
(MAIN LINE EASTMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (SIGNAL CABINET AREA)

COMMENCING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE HAVING A DISTANCE OF 109.964 FEET AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, AND 5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY; THENCE SOUTH 17°58'59" WEST ALONG SAID COURSE, 3.2 FEET TO A CHAIN LINK FENCE; THENCE SOUTH 32°17'13" WEST ALONG SAID FENCE, 21.6 FEET TO A FENCE POST; THENCE SOUTH 17°42'55" WEST, CONTINUING ALONG SAID FENCE, 100.2 FEET TO ANOTHER FENCE POST; THENCE SOUTH 69°17'37" EAST, CONTINUING ALONG SAID FENCE, 117.3 FEET TO ANOTHER FENCE POST; THENCE NORTH 9°22'01" EAST, CONTINUING ALONG SAID FENCE, 2.0 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN TO BE DESCRIBED; THENCE CONTINUING NORTH 9°22'01" EAST ALONG SAID FENCE, 22.0 FEET; THENCE SOUTH 80°37'59" EAST, LEAVING SAID FENCE, 22.8 FEET; THENCE SOUTH 9°22'01" WEST 22.0 FEET; THENCE NORTH 80°37'59" WEST 22.8 FEET TO THE TRUE POINT OF BEGINNING.

SCHEDULE 2
(DRILL & SPUR TRACK EASEMENT)

THOSE CERTAIN PARCELS OR STRIPS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE LYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REEL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT TA POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTH 15°19'08" WEST ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, 88.81 FEET TO A POINT IN THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, LAST SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 68.75 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8, LAST SAID POINT BEING TRUE POINT OF BEGINNING OF

THE LINE HEREIN TO BE DESCRIBED; THENCE SOUTHERLY AND SOUTHWESTERLY AND SOUTHERLY CONTINUING ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 3.52 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10", AN ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18' WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; SOUTH 32°19'44" WEST, TANGENT TO THE LAST SAID CURVE AT LAST SAID POINT, 161.72 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 286.483 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 177.35 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 544.20 FEET.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

ALSO, EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAID COUNTY OF SAN MATEO.

PARCEL NO. 3: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE, LAYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT 0660213, REAL 0867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 92.43 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10' AND ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; AND SOUTH 32°19'44" WEST, TANGENT TO LAST SAID CURVE AT

LAST SAID POINT, 53.00 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY (WHICH TRACK DIVERGES NORTHERLY FROM SAID CENTER LING OF SAID COMPANY'S DRILL TRACK) AND THE TRUE POINT OF BEGINNING OF THE LINE HEREIN TO BE DESCRIBED; THENCE NORTHERLY ALONG SAID CENTER OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 81.00 FEET TO A POINT; NORTHERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 110.76 FEET TO A POINT; AND NORTH 9°22'01' EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 109.53 FEET.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED 30 FOOT WIDE STRIP OF LAND, HEREIN ABOVE DESCRIBED IN "PARCEL NO. 3, LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

SCHEDULE 3
(ACCESS ROADWAY EASEMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (ROADWAY AREA)

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, &5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO), SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 115.29 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8; THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE, ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 8°40'41" WEST, HAVING A RADIUS OF 5785.096 FEET, A CENTRAL ANGLE OF 0°51'24", AN ARC DISTANCE OF 86.50 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK (WHICH LIES WESTERLY OF AND WHICH DIVERGES NORTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK AND WHICH DRILL TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE), AND WHICH SAID DRILL TRACK CROSSES THE COMMON COUNTY LINE BETWEEN COUNTY OF SAN FRANCISCO AND COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID PARALLEL AND

CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 9°22'01" WEST 67.82 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 367.245 FEET, A CENTRAL ANGLE OF 16°36'08", AN ARC DISTANCE OF 106.41 FEET TO A POINT; AND SOUTH 25°58'09" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 80.17 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE SOUTHWESTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 32°19'44" WEST 107.88 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 271.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 168.08 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 356.47 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SUNNYDALE AVENUE, 66 FEET WIDE; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTH 69°24'23" WEST ALONG SAID PROLONGATION, 65.40 FEET TO A POINT IN THE MOST WESTERLY LINE OF SAID LOT NO. 8, LAST SAID POINT BEING THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN ON SAID MAP HAVING A DISTANCE OF "66.00'"; THENCE NORTH 20°35'37" EAST ALONG LAST SAID WESTERLY LINE, 43.00 FEET TO A LINE PARALLEL WITH AND DISTANT 10.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY PROLONGATION OF THE CENTER LINE OF SAID SUNNYDALE AVENUE; THENCE SOUTH 69°24'23" EAST ALONG LAST SAID PROLONGATION, 13.70 FEET TO A POINT; THENCE EASTERLY AND NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 42°50'23", AN ARC DISTANCE OF 130.85 FEET TO A POINT IN A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE NORTHEASTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 67°45'14" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 246.15 FEET TO A POINT; NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 251.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 155.71 FEET TO A POINT; AND NORTH 32°19'44" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 106.77 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK; THENCE NORTHERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 79.06 FEET TO A POINT; NORTHEASTERLY AND NORTHERLY ON A CURVE TO THE LEFT TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 347.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 100.62 FEET TO A POINT; AND NORTH 9°22'01" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 67.27 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 95.00 FEET WESTERLY, MEASURED RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTHERLY ALONG LAST SAID CONCENTRIC LINE, ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT BEARS NORTH 7°49'17" EAST, HAVING A RADIUS OF 5805.096 FEET, A CENTRAL ANGLE OF 0°53'19", AN ARC DISTANCE OF 90.03 FEET TO SAID NORTHERLY LINE OF SAID LOT NO. 8; THENCE SOUTH 72°09'01" EAST ALONG LAST SAID NORTHERLY LINE, 20.26 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.519 OF AN ACRE, MORE OR LESS.

INGRESS/EGRESS AREA

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 4, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS AT PAGE 40, IN THE OFFICE OF THE COUNTY RECORDERS OF THE CITY AND COUNTY OF SAN FRANCISCO, LYING SOUTHERLY OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT NO. 7 OF SAID PARCEL MAP.

PROOF OF SERVICE

I declare that I am over the age of eighteen years and that I am not a party to this action. I am an employee of Steyer Lowenthal Boodrookas Alvarez & Smith LLP, and my business address is 235 Pine Street, 15th Floor, San Francisco, CA 94104.

On the date set forth below, I served the following document(s):

CROSS-COMPLAINT FOR QUIET TITLE AND DECLARATORY RELIEF, AND EXHIBITS 1-5

on the interested parties in this action as follows:

Kenneth S. Katzoff
Katzoff & Riggs
1500 Park Avenue, Suite 300
Emeryville, CA 94608
Telephone: 510-597-1990
Email: rriggs@katzoffriggs.com
[Attorneys for Plaintiff Visitacion Investment, LLC]

☒ **BY ELECTRONIC SERVICE VIA ONE LEGAL.** I caused such document(s) to be electronically Filed and/or Served via One Legal on all interested persons at the email addresses listed with the Court in this matter.

☒ **BY MAIL.** I am readily familiar with my firm's practice for collection and processing of correspondence for mailing with the U.S. Postal Service, to wit, that correspondence will be deposited with the U.S. Postal Service this same day in the ordinary course of business. I sealed said envelope and placed it for collection and mailing following ordinary business practices.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 4, 2020, at San Francisco, California.

Elizabeth R. Costiniano

KENNETH S. KATZOFF (SBN 103490)
STEPHEN PREONAS (SBN 245334)
Katzoff & Riggs LLP
1500 Park Avenue, Suite 300
Emeryville, CA 94608
Tel. (510) 597-1990
Fax. (510) 597-0295

Attorneys for Plaintiff and Cross-Defendant
VISITACION INVESTMENT, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO – UNLIMITED JURISDICTION

VISITACION INVESTMENT, LLC Plaintiff, vs. 424 JESSIE HISTORIC PROPERTIES, LLC, et al. Defendants.	Case No. CGC-19-579667 **VERIFIED ANSWER TO CROSS-COMPLAINT FOR QUIET TITLE AND DECLARATORY RELIEF**
424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company, Cross-Complainant vs. VISITACION INVESTMENT, LLC, a California limited liability company, and ROES 1 through 50, inclusive Cross-Defendants.	

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Cross-Defendant VISITACION INVESTMENT, LLC, a California limited liability company ("Cross-Defendant"), hereby answers the Cross-Complaint filed by Cross-Complainant 424 JESSIE HISTORIC PROPERTIES, LLC on February 4, 2020 ("Cross-Complaint") as follows:

GENERAL ALLEGATIONS

1. Cross-Defendant admits the allegations in paragraph 1.

2. Cross-Defendant admits the allegations in paragraph 2.

3. Cross-Defendant lacks sufficient information to admit or deny the allegations in paragraphs 3 and on that basis denies them.

4. In answer to paragraph 4 Cross-Defendant admits that on or about February 5, 2015, Southern Pacific Transportation Company successor, Union Pacific Railroad Company, conveyed its interest in the JHP Property to Patrick McNerney by Quitclaim Deed, recorded as Document No. 2015-JO 16863-00 in the County of San Francisco ("Quitclaim Deed"). Cross-Defendant denies any remaining allegations in this paragraph 4.

5. In answer to paragraph 5 Cross-Defendant admits that on or about September 14, 2016, Patrick McNerny conveyed the JHP Property to Cross-Complainant by Grant Deed, recorded as Document No. 2016-K328238-00 in the County of San Francisco ("2016 Grant Deed"). Cross-Defendant denies any remaining allegations in this paragraph 5.

6. Cross-Defendant lacks sufficient information to admit or deny the allegations in paragraph 6 and on that basis denies them.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

7. Cross-Defendant lacks sufficient information to admit or deny the allegations in paragraphs 7 and on that basis denies them.

8. Cross-Defendant lacks sufficient information to admit or deny the allegations in paragraph 8 and on that basis denies them.

9. Cross-Defendant admits that Cross-Complainant has abandoned the Subject Easements, that the Subject Easements have been terminated and that as a result the JHP Property no longer includes any rights in the Subject Easements whatsoever. Cross-Defendant denies any remaining allegations in this paragraph 9.

10. Cross-Defendant admits that the 1990 Grant Deed and the 1991 Deed contain the language cited in this paragraph 10. Cross-Defendant denies any remaining allegations in this paragraph 10.

11. Cross-Defendant denies the allegations in paragraph 11.

12. Cross-Defendant lacks sufficient information to admit or deny the allegations in paragraph 12 and on that basis denies them.

13. Cross-Defendant denies the allegations in paragraph 13.

14. Cross-Defendant denies the allegations in paragraph 14.

15. Cross-Defendant denies the allegations in paragraph 15.

16. Cross-Defendant denies the allegations in paragraph 16.

FIRST CAUSE OF ACTION
(Quiet Title – Against All Cross-Defendants)

17. Answering Paragraph 17, Cross-Defendant incorporates herein by this reference its responses to Paragraphs 1 through 16, above, as if set fully set forth herein.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

18. Cross-Defendant admits that the 2016 Grant Deed, recorded on September 14, 2016 in the San Francisco Recorder's Office as Document No. 2016-K328238-00 conveyed title to the JHP Property to Cross-Complainant. Cross-Defendant denies that the JHP Property includes the Subject Easements which have been abandoned and terminated.

19. Cross-Defendant admits that Cross-Complainant has abandoned the Subject Easements, that the Subject Easements have been terminated and that as a result the JHP Property no longer includes any rights in the Subject Easements whatsoever. Cross-Defendant denies any remaining allegations in this paragraph 19.

20. Cross-Defendant lacks sufficient information to admit or deny the allegations in paragraph 20 and on that basis denies them.

21. Cross-Defendant denies the allegations in paragraph 21.

22. Cross-Defendant lacks sufficient information to admit or deny the allegations in paragraph 22 and on that basis denies them.

23. Cross-Defendant lacks sufficient information to admit or deny the allegations in paragraph 23 and on that basis denies them.

SECOND CAUSE OF ACTION
(Declaratory Relief – Against All Cross-Defendants)

24. Answering Paragraph 24, Cross-Defendant incorporates herein by this reference its responses to Paragraphs 1 through 23, above, as if set fully set forth herein.

25. Cross-Defendant admits that the 2016 Grant Deed, recorded on September 14, 2016 in the San Francisco Recorder's Office as Document No. 2016-K328238-00

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

conveyed title to the JHP Property to Cross-Complainant. Cross-Defendant denies that the JHP Property includes the Subject Easements which have been abandoned and terminated.

26. Cross-Defendant admits that on or about October 1, 2019, it filed its Verified Complaint, in which it claims that Cross-Complainant has abandoned or terminated the Subject Easements. Cross-Defendant denies any remaining allegations in this paragraph 26.

27. Cross-Defendant admits that it disputes Cross-Complainants contentions in this paragraph 27. Cross-Defendant denies any remaining allegations in this paragraph 27.

28. Cross-Defendant lacks sufficient information to admit or deny the allegations in paragraph 28 and on that basis denies them.

FIRST AFFIRMATIVE DEFENSE

The Cross-Complaint in its entirety, and each and every cause of action therein, fails to allege facts sufficient to constitute a cause of action against Cross-Defendant.

SECOND AFFIRMATIVE DEFENSE

The Cross-Complaint is barred because Cross-Complainant failed to file the instant action within the time frame prescribed by California law, including, but not limited to, Code of Civil Procedure Sections 312, 318, 319, 320, 321, 322, 323, 325, 337, 337a, 338, 338(b), 338(d), 338(g), 339, 339(1), 340, and 343 and each of them.

THIRD AFFIRMATIVE DEFENSE

Cross-Complainant has been guilty of unreasonable delay in commencing and in

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

prosecuting the subject civil action, to the irreparable prejudice of Cross-Defendant, and the Cross-Complaint, and each alleged cause of action therein, is therefore barred by the equitable doctrine of laches.

FOURTH AFFIRMATIVE DEFENSE

The Cross-Complaint is barred, in whole or in part, by virtue of Cross-Complainant's knowing and voluntary waiver of any further obligations or liabilities of Cross-Defendant, if any there were.

FIFTH AFFIRMATIVE DEFENSE

The Cross-Complaint is barred, in whole or in part, by reason of Cross-Complainant's inequitable conduct and/or unclean hands, and the Court should not give Cross-Complainant relief based upon the facts alleged.

SIXTH AFFIRMATIVE DEFENSE

The Cross-Complaint is barred, in whole or in part, by the doctrine of estoppel.

SEVENTH AFFIRMATIVE DEFENSE

The Cross-Complaint is barred, in whole or in part, by the doctrine of release.

EIGHTH AFFIRMATIVE DEFENSE

Cross-Complainant consented to the acts or omissions of Cross-Defendant alleged in the Cross-Complaint.

NINTH AFFIRMATIVE DEFENSE

The obligations of the Cross-Defendant to acknowledge any alleged rights of Cross-Complainant in the Subject Easements have been discharged by operation of law.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

TENTH AFFIRMATIVE DEFENSE

Cross-Defendant is informed and believes that Cross-Complainant had knowledge of the risks and hazards inherent in the events and activities which took place at the times set forth in the Cross-Complaint, as well as the magnitude of those risks and hazards, and thereafter knowingly and willingly assumed and accepted those risks and hazards.

ELEVENTH AFFIRMATIVE DEFENSE

Cross-Defendant is informed and believes that Cross-Complainant has ratified, acknowledged consented to, or acquiesced in the termination and abandonment of the Cross-Complainant's property rights.

TWELFTH AFFIRMATIVE DEFENSE

Cross-Defendant is informed and believes that granting Cross-Complainant's demands set forth in the Cross-Complaint would result in Cross-Complainant receiving money or valuable property interests beyond anything it is entitled to receive, which is hereby denied, and would unjustly enrich Cross-Complainant.

THIRTEENTH AFFIRMATIVE DEFENSE

Cross-Defendant is informed and believes that Cross-Complainant did not rely on any act, omission, conduct, or statement of Cross-Defendant or its predecessors.

FOURTEENTH AFFIRMATIVE DEFENSE

Cross-Defendant is informed and believes that any of the acts or omissions alleged in the Cross-Complaint committed by Cross-Defendant's agents or representatives, which is hereby denied, was outside the scope of the authority of those agents or representatives

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

and was neither authorized nor ratified by Cross-Defendant, nor did Cross-Defendant creates ostensible authority for such conduct.

FIFTEENTH AFFIRMATIVE DEFENSE

Cross-Defendant is informed and believes that the acts and omissions alleged in the Cross- Complaint were privileged by, among other things, Civil Code Section 47.

SIXTEENTH AFFIRMATIVE DEFENSE

Cross-Defendant is informed and believes that Cross-Complainant lacks standing to assert the matters alleged in the Cross-Complaint against Cross-Defendant.

SEVENEENTH AFFIRMATIVE DEFENSE

Cross-Defendant is informed and believes that Cross-Complainant's claims herein are barred because a balancing of equities deprived Cross-Defendant of valuable vested rights and amount to a hardship far outweighing any loss or inconvenience to Cross-Complainant.

PRAYER FOR RELIEF

WHEREFORE, Defendant prays for judgment against Plaintiff as follows:

1. That the Cross-Complaint, and each and every cause of action therein, be dismissed with prejudice;

2. That judgment be rendered in favor of Cross-Defendant including quieting title in favor of Cross-Complainant as requested in its Complaint;

3. That Cross-Complainant take nothing by reason of the Cross-Complaint;

4. For a judicial declaration that the Subject Easements have been abandoned, terminated and/or otherwise modified based upon the facts and circumstances.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

5. For attorneys' fees, if so allowed by law and the facts;

6. For the cost of suit incurred herein; and

7. For such other and further relief as the Court may deem just and proper.

Dated: February 26, 2020

KATZOFF & RIGGS LLP

STEPHEN G. PREONAS
Attorneys for Plaintiff and Cross-Defendant
VISITACION INVESTMENT, LLC

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

VERIFICATION

I, Greg Vilkin am a manager of Visitacion Investment, LLC, plaintiff and cross-defendant in this action. I declare that I have reviewed the foregoing Verified Answer to Cross-Complaint for Quiet Title and Declaratory Relief and know its contents. The matters stated in this document are true to my own knowledge except as to the matters which are therein stated on our information or belief and, as to those matters, I believe them to be true

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed February 26 2020

GREG VILKIN

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

PROOF OF SERVICE

I, the undersigned, declare that I am, and was at the time of service of the papers herein referred to, over the age of eighteen (18) years and not a party to the within action or proceeding. I am employed in the County of Alameda, State of California. My business address is 1500 Park Avenue, Suite 300, Emeryville, CA 94608. I am familiar with the regular mail collection and processing practices of Katzoff & Riggs for correspondence deposited for mailing with the United States Postal Service. On the date set forth below, I caused to be served the following document(s):

VERIFIED ANSWER TO CROSS-COMPLAINT FOR QUIET TITLE AND DECLARATORY RELIEF

addressed to each such addressee respectively as follows:

Jeffrey H. Lowenthal
Zheying Li
STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
Telephone: (415) 421-3400
Facsimile: (415) 421-2234
E-mail: jlowenthal@steyerlaw.com
zli@steyerlaw.com

I then served the addressee(s) in the following manner:

[x] **VIA THE UNITED STATES FIRST CLASS MAIL** by causing a true copy and/or original thereof to be delivered by U.S. First Class Mail.

I declare under penalty of perjury, under the laws of the State of California and the United States of America that the foregoing is true and correct.

Executed on March 19, 2020, at Emeryville, California.

EMILY RIGGS

Jeffrey H. Lowenthal (State Bar No. 111763)
Dana Andreoli (State Bar No. 262068)
Stacey C. Quan (State Bar No. 280004)
STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
Telephone: (415) 421-3400
Facsimile: (415) 421-2234
E-mail: jlowenthal@steyerlaw.com
dandreoli@steyerlaw.com
squan@steyerlaw.com

Attorneys for Defendant and Cross-Complainant
424 Jessie Historic Properties, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

VISITACION INVESTMENT, LLC, a California limited liability company,

Plaintiff,

v.

424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company, all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the Complaint adverse to Plaintiff's title, or any cloud on Plaintiff's title thereto, and DOES 1 through 50, inclusive,

Defendants.

AND RELATED CROSS-ACTION.

Case No. CGC-19-579667

NOTICE OF 424 JESSIE HISTORIC PROPERTIES, LLC'S MOTION AND MOTION FOR SUMMARY JUDGMENT ON COMPLAINT AND CROSS-COMPLAINT OR, ALTERNATIVELY, SUMMARY ADJUDICATION

Date: June 10, 2021
Time: 9:30 a.m.
Dept: 501
Judge: Hon. Charles F. Haines

Action Filed: October 1, 2019
Trial Date: July 12, 2021

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT, pursuant to Code of Civil Procedure Section 437c, on June 10, 2021, at 9:30 a.m., or as soon thereafter as the matter may be heard, in Department 501 of the above-entitled Court, located at 400 McAllister Street, San Francisco, California 94102, defendant and cross-complainant 424 Jessie Historic Properties, LLC ("JHP") will and hereby does move for summary judgment on the entirety of plaintiff and cross-defendant Visitacion Investment, LLC's ("Plaintiff") Complaint on the grounds that each of Plaintiff's causes of action fail as a matter of law, and summary judgment on the entirety of JHP's Cross-Complaint on the grounds that each JHP's causes of action succeeds as a matter of law, because the undisputed evidence demonstrates that the three easements (the "Easements") were not abandoned, terminated or relinquished by JHP or its predecessors. Plaintiff's cause of action for preliminary and permanent injunctions also fails because JHP is entitled to assert its rights in the Easements.

JHP alternatively moves for summary adjudication of the following issues:

ISSUE 1: PLAINTIFF'S FIRST CAUSE OF ACTION FOR QUIET TITLE FAILS AS A MATTER OF LAW BECAUSE THE UNDISPUTED EVIDENCE DEMONSTRATES THAT THE EASEMENTS WERE NOT ABANDONED, TERMINATED, OR RELINQUISHED

ISSUE 2: PLAINTIFF'S SECOND CAUSE OF ACTION FOR DECLARATORY RELIEF FAILS AS A MATTER OF LAW BECAUSE THE UNDISPUTED EVIDENCE DEMONSTRATES THAT THE EASEMENTS WERE NOT ABANDONED OR TERMINATED

ISSUE 3: PLAINTIFF'S THIRD CAUSE OF ACTION FOR PRELIMINARY AND PERMANENT INJUNCTION FAILS AS A MATTER OF LAW BECAUSE THE UNDISPUTED EVIDENCE DEMONSTRATES THAT JHP IS ENTITLED TO ASSERT ITS RIGHTS IN THE EASEMENTS

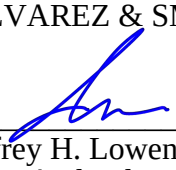
ISSUE 4: JHP PREVAILS ON ITS FIRST CAUSE OF ACTION FOR QUIET TITLE AS A MATTER OF LAW BECAUSE THE UNDISPUTED EVIDENCE DEMONSTRATES THAT JHP OWNS THE EASEMENTS, WHICH HAVE NOT BEEN ABANDONED OR TERMINATED

ISSUE 5: JHP PREVAILS ON ITS SECOND CAUSE OF ACTION FOR DECLARATORY RELIEF AS A MATTER OF LAW BECAUSE THE UNDISPUTED EVIDENCE DEMONSTRATES THAT JHP OWNS THE EASEMENTS, WHICH HAVE NOT BEEN ABANDONED OR TERMINATED

JHP's motion for summary judgment and motion for summary adjudication are based on this notice, the Memorandum of Points and Authorities, Separate Statement of Undisputed Material Facts, supporting evidence, including the declarations of Patrick McNerney and Stacey C. Quan, and all exhibits attached thereto, any reply filed by JHP, all pleadings, files and records in this action, and all other oral and documentary evidence which may be presented prior to or at the hearing on the motion.

Dated: March 22, 2021

STEYER LOWENTHAL BOODROOKAS ALVAREZ & SMITH LLP



Jeffrey H. Lowenthal
Dana Andreoli
Stacey C. Quan
Attorneys for Defendant and Cross-Complainant
424 Jessie Historic Properties, LLC

Jeffrey H. Lowenthal (State Bar No. 111763)
Dana Andreoli (State Bar No. 262068)
Stacey C. Quan (State Bar No. 280004)
STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
Telephone: (415) 421-3400
Facsimile: (415) 421-2234
E-mail: jlowenthal@steyerlaw.com
dandreoli@steyerlaw.com
squan@steyerlaw.com

Attorneys for Defendant and Cross-Complainant
424 Jessie Historic Properties, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

VISITACION INVESTMENT, LLC, a California limited liability company,

Plaintiff,

v.

424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company, all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the Complaint adverse to Plaintiff's title, or any cloud on Plaintiff's title thereto, and DOES 1 through 50, inclusive,

Defendants.

AND RELATED CROSS-ACTION.

Case No. CGC-19-579667

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF 424 JESSIE HISTORIC PROPERTIES, LLC'S MOTION FOR SUMMARY JUDGMENT ON COMPLAINT AND CROSS-COMPLAINT OR, ALTERNATIVELY, SUMMARY ADJUDICATION

Date: June 10, 2021
Time: 9:30 a.m.
Dept: 501
Judge: Hon. Charles F. Haines

Action Filed: October 1, 2019
Trial Date: July 12, 2021

TABLE OF CONTENTS

I. INTRODUCTION 4
II. SUMMARY OF RELEVANT FACTS 4
A. PLAINTIFF'S PROPERTY 4
B. THE EASEMENTS 5
C. THE JHP PROPERTY 6
III. PROCEDURAL HISTORY 7
A. PLAINTIFF'S COMPLAINT 7
B. JHP'S CROSS-COMPLAINT 8
IV. DISCUSSION 8
A. PLAINTIFF'S CLAIMS ALL FAIL AS A MATTER OF LAW 8
1. The Easements Benefit the JHP Property's Railroad Related Uses 8
2. The Easements Are Not Limited to Railroad Related Use 9
3. The Easements Were Not Abandoned or Terminated 10
B. PLAINTIFF IS NOT ENTITLED TO AN INJUNCTION OR MODIFICATION OF THE EASEMENTS 12
C. JHP'S CLAIMS ARE MERITORIOUS AND JHP IS ENTITLED TO JUDGMENT AS A MATTER OF LAW 13
V. CONCLUSION 13

TABLE OF AUTHORITIES

Cases

Art Movers, Inc. v. Ni West, Inc. (1992) 3 Cal.App.4th 640 13

Camp v. Board of Supervisors (1981) 123 Cal.App.3d 334 13

City of Los Angeles v. Ingersoll-Rand Co. (1976) 57 Cal.App.3d 889 9

City of Manhattan Beach v. Superior Court (1996) 13 Cal.4th 232 ..... 8, 10

Cottonwood Duplexes, LLC v. Barlow (2012) 210 Cal.App.4th 1501 10

County of Sacramento v. Pacific Gas & Elec. Co. (1987) 193 Cal.App.3d 300 8

Faus v. City of Los Angeles (1967) 67 Cal.2d 350 10

Gerhard v. Stephens (1968) 68 Cal.2d 864 ..... 4, 10

Integrated Dynamic Solutions, Inc. v. VitaVet Labs, Inc. (2016) 6 Cal.App.5th 1178 12

Laux v. Freed (1960) 53 Cal.2d 512 9

Machado v. Southern Pacific Transportation Co. (1991) 233 Cal.App.3d 347 8

Reichardt v. Hoffman (1997) 52 Cal.App.4th 754 10

Tarr v. Watkins (1960) 180 Cal.App.2d 362 13

Statutes

Civil Code Section 806 8

Civil Code Section 1066 8

Code of Civil Procedure Section 887.010 10

Code of Civil Procedure Section 887.050 10

Defendant and cross-complainant 424 Jessie Historic Properties, LLC ("JHP") hereby submits the following memorandum of points and authorities in support of its motion for summary judgment on plaintiff and cross-defendant Visitacion Investments, LLC's ("Plaintiff") Complaint and on JHP's Cross-Complaint or, alternatively, for summary adjudication on Plaintiff's first, second, and third causes of action in the Complaint, and JHP's first and second causes of action in the Cross-Complaint.

I. INTRODUCTION

Plaintiff has sued JHP for quiet title and declaratory relief with respect to three express recorded easements for, among other things, access, communication lines and facilities of every kind and nature, and railroad equipment and facilities (the "Easements"), encumbering Plaintiff's Visitacion Valley development property, alleging that JHP has relinquished the Easements or that the Easements have been abandoned and/or terminated. Plaintiff also seeks an injunction to enjoin JHP from asserting its rights over the Easements. JHP is entitled to summary judgment and adjudication because the undisputed facts establish that JHP has not relinquished the Easements and because the Easements have not been abandoned or terminated since there is no clear, decisive and unequivocal evidence of the intent required to abandon the Easements. See Gerhard v. Stephens (1968) 68 Cal.2d 864, 890. Rather, the undisputed evidence shows just the opposite - that the Easements are valid and enforceable and have been used for more than two years for railroad construction related activities, and the prospective use of JHP's property will certainly require "an access roadway," and "communication lines", and may require "railroad related equipment and facilities" as JHP's property is adjacent to existing and fully operational passenger and freight train rail lines. Accordingly, because the Easements were never relinquished, abandoned or terminated, JHP is entitled to summary judgment on Plaintiff's Complaint and JHP's Cross-complaint or, alternatively, summary adjudication.

II. SUMMARY OF RELEVANT FACTS

A. PLAINTIFF'S PROPERTY

Plaintiff owns that certain real property commonly known as 2201, 2245, 2500, 2555 Bayshore Boulevard, 222 Tunnel Avenue, and 289, 290, 292 Sunnyvale Avenue, San Francisco

("Plaintiff's Property") encumbered by the Easements. Declaration of Patrick McNerney ("McNerney Decl."), ¶2, Ex. 6; Declaration of Stacey C. Quan ("Quan Decl."), ¶2, Ex. 7 at ¶1. The northern and eastern boundary of Plaintiff's Property adjoins a portion of the southern and western boundary of JHP's property. McNerney Decl., ¶2, Ex. 6; Quan Decl., ¶2, Ex. 7 at ¶8.

B. THE EASEMENTS

Southern Pacific Transportation Company ("Southern Pacific"), a national operator of railroads and later long-distance telephone and data communications carrier, expressly reserved the Easements for itself and its successors and assigns when it conveyed certain of its real property (the "Servient Estate") by Grant Deed recorded on August 10, 1990 (later corrected by a Deed Correcting Description of Rail Easement recorded on August 22, 1991) to Plaintiff's predecessor in title and interest, Tuntex (USA), Inc., as follows:

> Grantor excepts from the Property hereby conveyed and reserves unto itself, its successors and assigns:
>
> A perpetual, exclusive easement in, on, under, over and through the locations described in Schedule l (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (*Access Roadway Easement*) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) *shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment*. All improvements presently existing on or hereafter constructed on the easement area, if owned by Grantor, shall remain the personal property of the Grantor and its successors and assigns. Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph. Grantor shall defend, indemnify and hold Grantee, its successors and assignees, harmless from and against any liability, damage, cost or expense arising from or in connection with Grantor's use of the property covered by the easement reserved herein.

Quan Decl., ¶2, Ex. 7 at ¶¶14-15, Exs. 1-2 (emphases added). A survey depicting the Easements is attached to the McNerney Declaration as Exhibit 6. Plaintiff's Property includes the Servient Estate that is burdened by the Easements. Quan Decl., ¶2, Ex.7 at ¶¶9-15, Exs. 1-2.

C. THE JHP PROPERTY

In 2015, Union Pacific Railroad Company ("Union Pacific"), which had merged with Southern Pacific in 1996, conveyed 2201 Bayshore Boulevard and a portion of 220 Tunnel Avenue, San Francisco, California (the "JHP Property") together with the Easements, to Patrick McNerney, who in 2016 conveyed the same to JHP. Quan Decl., ¶2, Ex. 7 at ¶¶18, Exs. 6-7; McNerney Decl., ¶¶2, 3, Exs. 1, 2.

At the time that Union Pacific conveyed the JHP Property to McNerney, Union Pacific represented, and Mr. McNerney acknowledged, that the property abutting the easterly boundary line of the JHP Property is dedicated and used for railroad purposes. McNerney Decl., ¶2.

The JHP Property is zoned M-1 and currently undeveloped. McNerney Decl., ¶¶5, 6; Quan Decl., ¶5, Ex. 11. The JHP Property is adjacent to existing and fully operational passenger and freight train rail lines, and has a potential use as an adjunct to these existing rail lines, including railroad electrification, shipping and receiving, and loading and unloading of rail cars, which uses require use of the Easements. McNerney Decl., ¶¶4, 7. In fact, the JHP Property is and has been since February 2019 licensed to a railroad maintenance and construction contractor to support its work on the Peninsula Corridor Electrification Project for Caltrain. McNerney Decl., ¶7, Ex. 3. The JHP Property's current zoning allows for redevelopment as either residential or commercial use, as well as heavy manufacturing, storage yards, truck terminals, internet service exchange (e.g., a data center) and/or wireless telecommunication facilities, among other uses, all of which would require use of the Easements, including the easement for communication lines and facilities. McNerney Decl., ¶5; Quan Decl., ¶5, Ex. 11.

Neither Southern Pacific nor its successor Union Pacific relinquished, abandoned or terminated the Easements as the evidence is undisputed that Southern Pacific expressly reserved the Easements in its sale to Plaintiff's predecessor, Union Pacific expressly deeded the Easements to McNerney, did not relinquish the Easements as Union Pacific would have been required to do had the Easements been abandoned or terminated, and there is no evidence of Southern Pacific's or Union Pacific's intent to relinquish or abandon the Easements. Quan Decl., ¶2, Ex. 7 at ¶¶14-15, Exs. 1-3; McNerney Decl., ¶¶2, 10, Exs. 1, 4.

Neither McNerney nor JHP has relinquished, abandoned or terminated the Easements. McNerney Decl., ¶¶3, 7, 8, 10, 11, 12, Exs. 2, 3, 4, 5. In fact, in May 2016, Plaintiff licensed the JHP Property from McNerney, and in such license confirmed the Easements in favor of the JHP Property. McNerney Decl., ¶11, Ex. 4. Although JHP has not committed to any particular or singular use of the JHP Property, it has evaluated the JHP Property for future development for residential use, including, without limitation, apartment, condominiums, single family homes, and live work spaces, for commercial use, independently and as an adjunct to the existing rail lines, and for industrial use, including, without limitation, shipping and receiving, heavy manufacturing, storage yards, truck terminals, loading and unloading of rail cars, train electrification, and internet service exchange (*e.g.*, a data center). McNerney Decl., ¶9. The Easements, including the easement for communication lines and facilities will be necessary to any and all of these potential uses of the JHP Property. McNerney Decl., ¶¶9, 10. In fact, the acting CEO of Plaintiff's manager, who was designated Plaintiff's person most knowledgeable in this case, recently testified at deposition that properties adjacent to the JHP Property are being used for train electrification, that the JHP Property could be used for shipping and receiving, including loading and unloading of railway cars as well as other industrial, commercial and residential uses, all of which potential uses Plaintiff's CEO testified JHP should reserve to keep all development options available, and all of which would require communications lines and facilities. Quan Decl., ¶4, Ex. 10 at 82:4-17, 83:14-85:12; McNerney Decl., ¶¶9, 10.

III. PROCEDURAL HISTORY

A. PLAINTIFF'S COMPLAINT

On October 1, 2019, Plaintiff filed its Complaint against JHP and all others who may claim an interest in Plaintiff's Property, alleging causes of action for Quiet Title (first), Declaratory Relief (second), and Preliminary and Permanent Injunction (third). Quan Decl., ¶2, Ex. 7.

In its first cause of action, Plaintiff alleges that the JHP "relinquished any and all property rights in the Easements and that the Easements have been abandoned and/or terminated." Quan Decl., ¶2, Ex. 7 at ¶27. The only facts alleged in the Complaint that support this cause of action are: (1) on May 8, 2015 JHP submitted a Preliminary Project Assessment application for a proposed

residential real estate development, consisting of two new residential buildings; (2) the JHP Property has not been used for railroad purposes for at least 10 years; and (3) JHP has no intention to resume railroad operations on the JHP Property. Quan Decl., ¶2, Ex. 7 at¶¶20, 22, Ex. 5.

Plaintiff similarly alleges in its second cause of action that JHP has relinquished, abandoned and/or terminated the Easements because it abandoned any railroad use on the JHP Property. Quan Decl., ¶2, Ex. 7 at ¶33. Plaintiff also seeks an injunction against JHP's continuing assertion of rights in the Easements and failing to relinquish its rights to the Easements, alleging that Plaintiff's development of Plaintiff's Property would be jeopardized absent the injunction. Quan Decl., ¶2, Ex. 7 at ¶¶36, 37.

B. JHP'S CROSS-COMPLAINT

On or about January 31, 2020, JHP filed its Answer to Plaintiff's Complaint and filed its own Cross-Complaint alleging causes of action for Quiet Title (first) and Declaratory Relief (second). Quan Decl., ¶3, Exs. 8, 9. JHP's first cause of action is based on the JHP Grant Deed and allege that the Easements have not been relinquished, abandoned or terminated. Quan Decl., ¶3, Ex. 9 at ¶¶18, 21. In its second cause of action, JHP seeks a declaration that Plaintiff does not have any legal or equitable rights in the JHP Property including the Easements, and that the Easements have not been relinquished, abandoned or terminated. Quan Decl., ¶3, Ex. 9 at ¶27.

IV. DISCUSSION

A. PLAINTIFF'S CLAIMS ALL FAIL AS A MATTER OF LAW

1. The Easements Benefit the JHP Property's Railroad Related Uses

An instrument creating an easement is subject to the same rules of construction applicable to deeds and is interpreted in the same manner as a contract. See Civ. Code §§806, 1066. The instrument is interpreted in the first instance by the language of the document. City of Manhattan Beach v. Superior Court (1996) 13 Cal.4th 232, 243. The language of a grant of an easement determines the scope of the easement. County of Sacramento v. Pacific Gas & Elec. Co. (1987) 193 Cal.App.3d 300, 313. The court need not resort to the technical rules of construction if the intent of the parties can be derived from the plain meaning of the words used in the deed. Machado v. Southern Pacific Transportation Co. (1991) 233 Cal.App.3d 347, 352-53. Neither parol evidence

nor surrounding facts and circumstances will be considered if the language of a deed is plain, certain and unambiguous. Laux v. Freed (1960) 53 Cal.2d 512, 523 (holding deed unambiguously granted right of way to reach southerly parcel for hunting purposes).

If there is an ambiguity in a reservation, it is construed in favor of the grantor. Civ. Code §1069. Therefore, when a grant of an easement contains an express reservation of use by the grantor, the grantee only receives that which is conveyed; all rights that are not inconsistent with the grant, and that do not unreasonably interfere with the use of the easement by the grantee, are reserved to the grantor. City of Los Angeles v. Ingersoll-Rand Co. (1976) 57 Cal.App.3d 889, 894.

The Easements unambiguously grant the holder the "right to own, operate, maintain, repair, lease, license and/or remove existing and/or future railroad, rail and railroad related equipment and facilities…" Quan Decl., ¶2, Ex. 7 at ¶¶ 14-15, Exs. 1-2. As explained by JHP and acknowledged by Plaintiff, use of the JHP Property is uncertain and may include railroad related facilities such as railroad electrification, shipping and receiving, and loading and unloading of rail cars. Quan Decl., ¶4, Ex. 10 at 82:4-17, 83:14-85:12; McNerney Decl., ¶¶4, 9, 10. All of these uses must be reserved in order to keep JHP's options available for the development of the JHP Property. McNerney Decl., ¶10. The JHP Property has in fact for more than two years been used for railroad related activities. McNerney Decl., ¶7, Ex. 3.

2. The Easements Are Not Limited to Railroad Related Use

Moreover, the language reserving the Easements is unambiguous - in addition to railroad related uses, the Easements may be used for communication lines and facilities of every kind and nature:

> …shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and ***communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment***.

Quan Decl., ¶2, Ex. 7 at ¶¶ 14-15, Exs. 1-2 (emphasis added).

Had the Easements been restricted to railroad use only, as Plaintiff posits, then the language "facilities of ***every kind and nature***" would be duplicative and superfluous after the phrase

"railroad, rail and railroad related equipment and facilities". See City of Manhattan Beach, supra, 13 Cal.4th at 243. The Easements give the holder the rights to "communications lines and facilities ***of every kind and nature***" that are unaffiliated with railroad, rail and railroad related equipment. The Easements further contemplate non-railroad use of the Easements when it lists "telephone, telegraph, television and fiber optic lines and related equipment". Restricting the Easements to railroad purposes only is utterly inconsistent with the plain and unambiguous language of the Easements, and applying such a narrow interpretation to the Easements is nonsensical. Moreover, if there was an ambiguity, though there is none, the Easements must be construed in favor of the grantor, Southern Pacific, and its successor, JHP. Accordingly, the Easements are not limited to railroad uses only and JHP can use the Servient Estate for, among other things, "communications lines and facilities of every kind and nature."

3. The Easements Were Not Abandoned or Terminated

Black letter law plainly states that an easement acquired by grant cannot be abandoned by mere nonuse. Cottonwood Duplexes, LLC v. Barlow (2012) 210 Cal.App.4th 1501, 1509. An easement does not terminate unless there is evidence of a clear, decisive, and unequivocal intent to abandon by the owner of the easement. Gerhard, supra, 68 Cal.2d 864. To determine extinguishment of an easement by abandonment, the critical question is "whether [the easement owner] had performed or authorized an act which permanently and materially interfered with [*the easement owner's*] continued use of the easement." Reichardt v. Hoffman (1997) 52 Cal.App.4th 754, 768. The fact that an easement has not been used for a long period of time is not conclusive of an intention to abandon it. Faus v. City of Los Angeles (1967) 67 Cal.2d 350, 363.[1]

Here, none of the grounds relied upon by Plaintiff to claim abandonment of the Easements are supported by *any*, let alone clear, decisive, and unequivocal evidence that JHP or its predecessors intended to abandon the Easements. There is no evidence that JHP and its predecessors performed or authorized any act that permanently and materially interfered with their

[1] In addition, statutory abandonment under Code of Civil Procedure Section 887.010 is unavailable as the Easements have been expressly conveyed within the last twenty years. Code Civ. Proc. §887.050 (a)(3); McNerney Decl., ¶¶2, 3 Exs.1-2.

use of the Easements. To the contrary, all owners of the Easements expressly granted them in each deed conveying the JHP Property. Quan Decl., ¶2, Ex. 6, ¶18, Exs. 3-4; McNerney Decl., ¶¶2, 3, Exs. 1-2. Indeed, Plaintiff expressly acknowledged not only that JHP's predecessor McNerney had not abandoned the Easements in March 2016, but also McNerney's rights to use the Easements, when Plaintiff temporarily licensed certain of the JHP Property including the Easements from McNerney. McNerney Decl., ¶11, Ex. 4.

JHP's reliance on a Preliminary Project Assessment application for a proposed residential real estate development is erroneous as it does not show an intention to abandon or terminate the Easements. Submission of a preliminary application is simply not an act that permanently or materially interferes with JHP's use of the Easements. No permits have been issued and no construction has been initiated of the proposed residential real estate development. McNerney Decl., ¶10. JHP has not committed to developing the JHP Property into residential real estate. McNerney Decl., ¶¶9, 10. Even if JHP were to proceed with a condominium project on the JHP Property, however, that would not demonstrate a permanent and material interference with JHP's use of the Easements, but rather it would reaffirm JHP's need for and use of the Easements, as communication lines and facilities will be necessary for a residential real estate development on the JHP Property. McNerney Decl., ¶9.

Similarly, that the JHP Property has not been used for railroad purposes for at least 10 years is false and nevertheless does not evidence an intent to abandon the Easements. The JHP Property is currently licensed to a railroad maintenance and construction contractor to support its railroad construction work. McNerney Decl., ¶7, Ex. 3. Further, Plaintiff's argument presupposes that the Easements are restricted for railroad purposes, which, as discussed above, is plainly wrong. The non-use of the JHP Property for railroad purposes does not preclude JHP from using the Easements in the future within the scope of the Easements, whether it be for railroad related purposes or for communication lines and facilities. The JHP Property is adjacent to passenger and freight train rail lines, and has a potential use as an adjunct to these existing rail lines, including for railroad electrification, shipping and receiving, and loading and unloading of rail cars, all of which requires the use of the Easements. McNerney Decl., ¶¶4, 5, 6, 9. Additionally, the JHP Property's current

zoning allows for redevelopment as either residential or commercial use, as well as heavy manufacturing, storage yards, truck terminals, internet service exchange (e.g., a data center) and/or wireless telecommunication facilities, among other uses. McNerney Decl., ¶5; Quan Decl., ¶5, Ex. 11. JHP has not committed to any particular or singular use of the JHP Property, but the Easements, including the easement for communication lines and facilities, will be necessary to any and all of these potential uses of the JHP Property. McNerney Decl., ¶9.

Finally, Plaintiff's claim that JHP has no intent to resume railroad related operations on the JHP Property is simply untrue since the JHP Property is adjacent to existing and fully operational passenger and freight train rail lines, and has a potential use as an adjunct to these existing rail lines, which requires the use of the Easements. McNerney Decl., ¶¶4, 8. However, even if this were true, JHP can still use the Easements for facilities for nonrailroad operations on the JHP Property and communication lines. McNerney Decl., ¶¶5, 9.

The Easements were not relinquished for the same reasons that the Easements were not abandoned or terminated. While Plaintiff cites to the language of the Easements to assert that JHP must relinquish the Easements to Plaintiff, the obligation to execute and deliver an instrument relinquishing the Easements is only triggered "[u]pon abandonment or termination" of the Easements. Quan Decl., ¶2, Ex. 7 at ¶¶ 14-15, Exs. 1-2. Because JHP has not abandoned or terminated the Easements, it does not and cannot have an obligation to now relinquish the Easements to Plaintiff.

B. PLAINTIFF IS NOT ENTITLED TO AN INJUNCTION OR MODIFICATION OF THE EASEMENTS

While Plaintiff's proposed development of Plaintiff's Property may be jeopardized because JHP is asserting its rights to the Easements, Plaintiff has no basis to be awarded a preliminary or permanent injunction against JHP's continued assertion of rights in the Easements. Before a preliminary injunction can be granted, the party seeking the injunction must show that (1) it is likely to prevail on the merits at trial, and (2) the interim harm it will suffer if an injunction is denied is greater than the interim harm the opposing party is likely to suffer if the injunction is issued. Integrated Dynamic Solutions, Inc. v. VitaVet Labs, Inc. (2016) 6 Cal.App.5th

1178, 1183. "A permanent injunction is a determination on the merits that a plaintiff has prevailed on a cause of action for tort or other wrongful act against a defendant and that equitable relief is appropriate." Art Movers, Inc. v. Ni West, Inc. (1992) 3 Cal.App.4th 640, 646. Furthermore, while an injunction is a remedy where a damages remedy is inadequate, an injunction is not itself a cause of action, but rather a cause of action must exist on which injunctive relief may be granted. Id.; Camp v. Board of Supervisors (1981) 123 Cal.App.3d 334, 356.

The undisputed facts establish that the Easements have not been relinquished, abandoned, or terminated. In exercising its rights to the Easements, JHP has not committed any tort or wrongful act that justify an injunction. Accordingly, Plaintiff is not entitled to a preliminary or permanent injunction.

Finally, in its prayer for relief in the Complaint, Plaintiff seeks, among other things, a judicial declaration that the Easements should be "modified based upon the facts and circumstances." Quan Decl., ¶2, Ex. 7 at 10:18-19. However, the law is to the contrary. Once established by the express terms of a grant or by use and acquiescence, an easement may not be substantially changed, including a relocation of the easement, without the consent of both parties. See Tarr v. Watkins (1960) 180 Cal.App.2d 362, 365-66. Plaintiff is not entitled to modification of the Easements.

C. JHP'S CLAIMS ARE MERITORIOUS AND JHP IS ENTITLED TO JUDGMENT AS A MATTER OF LAW

Likewise, JHP should prevail on its causes of action for quiet title (first) and declaratory relief (second) in its Cross-Complaint for the same reasons Plaintiff's claims fail; the Easements have not been abandoned, terminated or relinquished. Title to the JHP Property, including the Easements, should be quieted in favor of JHP as of September 14, 2016 and JHP is also entitled to a declaration of its rights to the Easements so that Plaintiff or its successors cannot interfere with JHP's current and future use and enjoyment of the Easements.

V. CONCLUSION

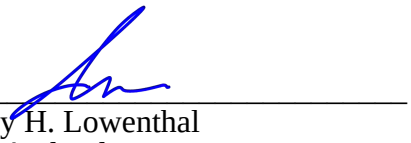
For each of the foregoing reasons, it is undisputed that the Easements were not relinquished, abandoned, or terminated, and therefore JHP, and not Plaintiff, is entitled to quiet title and

declaratory relief of JHP's rights to the Easements. Accordingly, the Court should grant JHP's motion for summary judgment on Plaintiff's Complaint and JHP's Cross-complaint.

Alternatively, JHP is entitled to summary adjudication on Plaintiff's causes of action for quiet title, declaratory relief, and preliminary and permanent injunction. JHP is also entitled to summary adjudication on JHP's causes of action for quiet title and declaratory relief.

Dated: March 22, 2021

STEYER LOWENTHAL BOODROOKAS ALVAREZ & SMITH LLP



Jeffrey H. Lowenthal
Dana Andreoli
Stacey C. Quan
Attorneys for Defendant and Cross-Complainant 424 Jessie Historic Properties, LLC

Jeffrey H. Lowenthal (State Bar No. 111763)
Dana Andreoli (State Bar No. 262068)
Stacey C. Quan (State Bar No. 280004)
STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
Telephone: (415) 421-3400
Facsimile: (415) 421-2234
E-mail: jlowenthal@steyerlaw.com
dandreoli@steyerlaw.com
squan@steyerlaw.com

Attorneys for Defendant and Cross-Complainant
424 Jessie Historic Properties, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

VISITACION INVESTMENT, LLC, a California limited liability company,

Plaintiff,

v.

424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company, all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the Complaint adverse to Plaintiff's title, or any cloud on Plaintiff's title thereto, and DOES 1 through 50, inclusive,

Defendants.

AND RELATED CROSS-ACTION.

Case No. CGC-19-579667

SEPARATE STATEMENT IN SUPPORT OF 424 JESSIE HISTORIC PROPERTIES, LLC'S MOTION FOR SUMMARY JUDGMENT ON COMPLAINT AND CROSS-COMPLAINT

Date: June 10, 2021
Time: 9:30 a.m.
Dept: 501
Judge: Hon. Charles F. Haines

Action Filed: October 1, 2019
Trial Date: July 12, 2021

Pursuant to California Code of Civil Procedure section 437c, defendant and cross-complainant 424 Jessie Historic Properties, LLC ("JHP") hereby submits the following separate statement of undisputed material facts and supporting evidence in support of its motion for summary judgment on plaintiff and cross-defendant Visitacion Investments, LLC's ("Plaintiff") Complaint and on JHP's Cross-complaint.

MOVING PARTY'S UNDISPUTED MATERIAL FACTS AND SUPPORTING EVIDENCE	**OPPOSING PARTY'S RESPONSE AND SUPPORTING EVIDENCE**
1. On August 10, 1990, Southern Pacific Transportation Company ("Southern Pacific") expressly reserved for itself and its successors and assigns three easements (the "Easements") when it conveyed by Grant Deed that certain real property, a portion of which is commonly known as 2201, 2245, 2500, 2555 Bayshore Boulevard, 222 Tunnel Avenue, and 289, 290, 292 Sunnyvale Avenue, San Francisco ("Plaintiff's Property") to Plaintiff's predecessor in title and interest, Tuntex (USA), Inc., as corrected by Deed Correcting Description of Rail Easement dated July 23, 1991. Evidence: Declaration of Stacey C. Quan ("Quan Decl."), ¶2, Ex. 7 at ¶¶1, 9-15, Exs. 1-2.	1.
2. The Easements reserved by Southern Pacific are legally described as follows: "A perpetual, exclusive easement in, on, under, over and through the locations described in Schedule l (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (*Access Roadway Easement*) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and *communications lines and*	2.

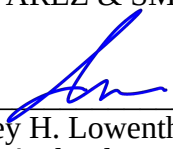
facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment. All improvements presently existing on or hereafter constructed on the easement area, if owned by Grantor, shall remain the personal property of the Grantor and its successors and assigns. Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph. Grantor shall defend, indemnify and hold Grantee, its successors and assignees, harmless from and against any liability, damage, cost or expense arising from or in connection with Grantor's use of the property covered by the easement reserved herein." Evidence: Quan Decl., ¶2, Ex. 7, ¶¶ 14-15, Exs. 1-2 (emphases added); Declaration of Patrick McNerney ("McNerney Decl."), ¶2, Ex. 6.	
3. Neither Southern Pacific nor its successor by merger Union Pacific Railroad Company ("Union Pacific") relinquished, abandoned or terminated the Easements. Evidence: Quan Decl., ¶2, Ex. 7, ¶¶ 12, 13, 16, 18, 25, Exs. 1-3; McNerney Decl., ¶¶2, 4, 5, 6, 10, 11, 12, Exs. 1, 4, 5, 6.	3.
4. On February 5, 2015, Union Pacific conveyed that certain property commonly known as 2201 Bayshore Boulevard and a portion of 220 Tunnel Avenue, San Francisco, California (the "JHP Property"), together with the Easements, to Patrick McNerney. Evidence: Quan Decl., ¶2, Ex. 7, ¶ 18 at Ex. 6; McNerney Decl., ¶2, Ex. 1.	4.

5. On September 14, 2016, Patrick McNerney conveyed the JHP Property, together with the Easements, to JHP. Evidence: Quan Decl., ¶2, Ex. 7, ¶ 18 at Ex. 7; McNerney Decl., ¶3, Ex. 2.	5.
6. The JHP Property is adjacent to existing and fully operational passenger and freight train rail lines, and has a potential use as an adjunct to these existing rail lines, including railroad electrification, shipping and receiving, and loading and unloading of rail cars. Evidence: McNerney Decl., ¶4; Quan Decl., ¶4, Ex. 10 at 82:4-17, 83:14-85:12.	6.
7. The JHP Property is zoned M-1, which allows for redevelopment as either residential or commercial use, as well as heavy manufacturing, storage yards, truck terminals, internet service exchange (e.g., a data center) and/or wireless telecommunication facilities, among other uses. Evidence: McNerney Decl., ¶5; Quan Decl., ¶5, Ex. 11.	7.
8. The JHP Property is available for redevelopment as residential, commercial and/or industrial uses. Evidence: McNerney Decl., ¶9.	8.
9. JHP has not committed to any particular or singular use of the JHP Property, but has evaluated the JHP Property for possible future development for residential use, including, without limitation, apartment, condominiums, single family homes, and live work spaces, for commercial use, independently and as an adjunct to the existing rail lines, and for industrial use, including, without limitation, shipping and receiving, heavy manufacturing, storage yards, truck terminals, loading and unloading of rail cars, railroad electrification,	9.

and internet service exchange (*e.g.*, a data center), all of which would require use of the Easements, including the easement for communication lines and facilities. Evidence: McNerney Decl., ¶9; Quan Decl., ¶4, Ex. 10 at 82:4-17, 83:14-85:12.	
10. Commencing February 18, 2019, the JHP Property was and is currently licensed to a railroad maintenance and construction contractor to support its railroad construction work. Evidence: McNerney Decl., ¶7, Ex. 3.	10.
11. During the summer of 2016, JHP was approached by the San Mateo County Transit District and Caltrain to negotiate use of the JHP Property for railroad electrification. Evidence: McNerney Decl., ¶7.	11.
12. Neither McNerney nor JHP has relinquished, abandoned or terminated the Easements. Evidence: McNerney Decl., ¶¶3, 7, 8, 9, 10, Exs. 2, 3, 4, 5.	12.

Dated: March 22, 2021

STEYER LOWENTHAL BOODROOKAS ALVAREZ & SMITH LLP



Jeffrey H. Lowenthal
Dana Andreoli
Stacey C. Quan
Attorneys for Defendant and Cross-Complainant
424 Jessie Historic Properties, LLC

Jeffrey H. Lowenthal (State Bar No. 111763)
Dana Andreoli (State Bar No. 262068)
Stacey C. Quan (State Bar No. 280004)
STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
Telephone: (415) 421-3400
Facsimile: (415) 421-2234
E-mail: jlowenthal@steyerlaw.com
dandreoli@steyerlaw.com
squan@steyerlaw.com

Attorneys for Defendant and Cross-Complainant
424 Jessie Historic Properties, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

VISITACION INVESTMENT, LLC, a California limited liability company,

Plaintiff,

v.

424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company, all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the Complaint adverse to Plaintiff's title, or any cloud on Plaintiff's title thereto, and DOES 1 through 50, inclusive,

Defendants.

AND RELATED CROSS-ACTION.

Case No. CGC-19-579667

SEPARATE STATEMENT IN SUPPORT OF 424 JESSIE HISTORIC PROPERTIES, LLC'S MOTION FOR SUMMARY ADJUDICATION ON COMPLAINT AND CROSS-COMPLAINT

Date: June 10, 2021
Time: 9:30 a.m.
Dept: 501
Judge: Hon. Charles F. Haines

Action Filed: October 1, 2019
Trial Date: July 12, 2021

Pursuant to California Code of Civil Procedure section 437c, defendant and cross-complainant 424 Jessie Historic Properties, LLC ("JHP") hereby submits the following separate statement of undisputed material facts and supporting evidence in support of its motion for summary adjudication on plaintiff and cross-defendant Visitacion Investments, LLC's ("Plaintiff") Complaint and on JHP's Cross-complaint.

ISSUE 1 – PLAINTIFF'S FIRST CAUSE OF ACTION FOR QUIET TITLE FAILS AS A MATTER OF LAW BECAUSE THE UNDISPUTED EVIDENCE DEMONSTRATES THE EASEMENTS WERE NOT ABANDONED, TERMINATED, OR RELINQUISHED

MOVING PARTY'S UNDISPUTED MATERIAL FACTS AND SUPPORTING EVIDENCE	**OPPOSING PARTY'S RESPONSE AND SUPPORTING EVIDENCE**
1. On August 10, 1990, Southern Pacific Transportation Company ("Southern Pacific") expressly reserved for itself and its successors and assigns three easements (the "Easements") when it conveyed by Grant Deed that certain real property, a portion of which is commonly known as 2201, 2245, 2500, 2555 Bayshore Boulevard, 222 Tunnel Avenue, and 289, 290, 292 Sunnyvale Avenue, San Francisco ("Plaintiff's Property") to Plaintiff's predecessor in title and interest, Tuntex (USA), Inc., as corrected by Deed Correcting Description of Rail Easement dated July 23, 1991. Evidence: Declaration of Stacey C. Quan ("Quan Decl."), ¶2, Ex. 7 at ¶¶1, 9-15, Exs. 1-2.	1.
2. The Easements reserved by Southern Pacific are legally described as follows: "A perpetual, exclusive easement in, on, under, over and through the locations described in Schedule l (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (*Access Roadway Easement*) attached hereto, in which areas	2.

Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and *communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment*. All improvements presently existing on or hereafter constructed on the easement area, if owned by Grantor, shall remain the personal property of the Grantor and its successors and assigns. Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph. Grantor shall defend, indemnify and hold Grantee, its successors and assignees, harmless from and against any liability, damage, cost or expense arising from or in connection with Grantor's use of the property covered by the easement reserved herein." Evidence: Quan Decl., ¶2, Ex. 7, ¶¶ 14-15, Exs. 1-2 (emphases added); Declaration of Patrick McNerney ("McNerney Decl."), ¶2, Ex. 6.	
3. Neither Southern Pacific nor its successor by merger Union Pacific Railroad Company ("Union Pacific") relinquished, abandoned or terminated the Easements. Evidence: Quan Decl., ¶2, Ex. 7, ¶¶ 12, 13, 16, 18, 25, Exs. 1-3; McNerney Decl., ¶¶2, 4, 5, 6, 10, 11, 12, Exs. 1, 4, 5, 6.	3.
4. On February 5, 2015, Union Pacific	4.

conveyed that certain property commonly known as 2201 Bayshore Boulevard and a portion of 220 Tunnel Avenue, San Francisco, California (the "JHP Property"), together with the Easements, to Patrick McNerney. Evidence: Quan Decl., ¶2, Ex. 7, ¶ 18 at Ex. 6; McNerney Decl., ¶2, Ex. 1.	
5. On September 14, 2016, Patrick McNerney conveyed the JHP Property, together with the Easements, to JHP. Evidence: Quan Decl., ¶2, Ex. 7, ¶ 18 at Ex. 7; McNerney Decl., ¶3, Ex. 2.	5.
6. The JHP Property is adjacent to existing and fully operational passenger and freight train rail lines, and has a potential use as an adjunct to these existing rail lines, including railroad electrification, shipping and receiving, and loading and unloading of rail cars. Evidence: McNerney Decl., ¶4; Quan Decl., ¶4, Ex. 10 at 82:4-17, 83:14-85:12.	6.
7. The JHP Property is zoned M-1, which allows for redevelopment as either residential or commercial use, as well as heavy manufacturing, storage yards, truck terminals, internet service exchange (e.g., a data center) and/or wireless telecommunication facilities, among other uses. Evidence: McNerney Decl., ¶5; Quan Decl., ¶5, Ex. 11.	7.
8. The JHP Property is available for redevelopment as residential, commercial and/or industrial uses. Evidence: McNerney Decl., ¶9.	8.
9. JHP has not committed to any particular or singular use of the JHP Property, but has	9.

evaluated the JHP Property for possible future development for residential use, including, without limitation, apartment, condominiums, single family homes, and live work spaces, for commercial use, independently and as an adjunct to the existing rail lines, and for industrial use, including, without limitation, shipping and receiving, heavy manufacturing, storage yards, truck terminals, loading and unloading of rail cars, railroad electrification, and internet service exchange (*e.g.*, a data center), all of which would require use of the Easements, including the easement for communication lines and facilities. Evidence: McNerney Decl., ¶9; Quan Decl., ¶4, Ex. 10 at 82:4-17, 83:14-85:12.	
10. Commencing February 18, 2019, the JHP Property was and is currently licensed to a railroad maintenance and construction contractor to support its railroad construction work. Evidence: McNerney Decl., ¶7, Ex. 3.	10.
11. During the summer of 2016, JHP was approached by the San Mateo County Transit District and Caltrain to negotiate use of the JHP Property for railroad electrification. Evidence: McNerney Decl., ¶7.	11.
12. Neither McNerney nor JHP has relinquished, abandoned or terminated the Easements. Evidence: McNerney Decl., ¶¶3, 7, 8, 9, 10, Exs. 2, 3, 4, 5.	12.

ISSUE 2 – PLAINTIFF'S SECOND CAUSE OF ACTION FOR DECLARATORY RELIEF FAILS AS A MATTER OF LAW BECAUSE THE UNDISPUTED EVIDENCE DEMONSTRATES THE EASEMENTS WERE NOT ABANDONED OR TERMINATED

MOVING PARTY'S UNDISPUTED MATERIAL FACTS AND SUPPORTING EVIDENCE	OPPOSING PARTY'S RESPONSE AND SUPPORTING EVIDENCE
1. On August 10, 1990, Southern Pacific Transportation Company ("Southern Pacific") expressly reserved for itself and its successors and assigns three easements (the "Easements") when it conveyed by Grant Deed that certain real property, a portion of which is commonly known as 2201, 2245, 2500, 2555 Bayshore Boulevard, 222 Tunnel Avenue, and 289, 290, 292 Sunnyvale Avenue, San Francisco ("Plaintiff's Property") to Plaintiff's predecessor in title and interest, Tuntex (USA), Inc., as corrected by Deed Correcting Description of Rail Easement dated July 23, 1991 Evidence: Declaration of Stacey C. Quan ("Quan Decl."), ¶2, Ex. 7 at ¶¶1, 9-15, Exs. 1-2.	1.
2. The Easements reserved by Southern Pacific are legally described as follows: "A perpetual, exclusive easement in, on, under, over and through the locations described in Schedule l (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (*Access Roadway Easement*) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and *communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment*. All improvements presently existing on or	2.

hereafter constructed on the easement area, if owned by Grantor, shall remain the personal property of the Grantor and its successors and assigns. Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph. Grantor shall defend, indemnify and hold Grantee, its successors and assignees, harmless from and against any liability, damage, cost or expense arising from or in connection with Grantor's use of the property covered by the easement reserved herein." Evidence: Quan Decl., ¶2, Ex. 7, ¶¶ 14-15, Exs. 1-2 (emphases added); Declaration of Patrick McNerney ("McNerney Decl."), ¶2, Ex. 6.	
3. Neither Southern Pacific nor its successor by merger Union Pacific Railroad Company ("Union Pacific") relinquished, abandoned or terminated the Easements. Evidence: Quan Decl., ¶2, Ex. 7, ¶¶ 12, 13, 16, 18, 25, Exs. 1-3; McNerney Decl., ¶¶2, 4, 5, 6, 10, 11, 12, Exs. 1, 4, 5, 6.	3.
4. On February 5, 2015, Union Pacific conveyed that certain property commonly known as 2201 Bayshore Boulevard and a portion of 220 Tunnel Avenue, San Francisco, California (the "JHP Property"), together with the Easements, to Patrick McNerney. Evidence: Quan Decl., ¶2, Ex. 7, ¶ 18 at Ex. 6; McNerney Decl., ¶2, Ex. 1.	4.
5. On September 14, 2016, Patrick McNerney conveyed the JHP Property, together with the Easements, to JHP.	5.

Evidence: Quan Decl., ¶2, Ex. 7, ¶ 18 at Ex. 7; McNerney Decl., ¶3, Ex. 2.	
6. The JHP Property is adjacent to existing and fully operational passenger and freight train rail lines, and has a potential use as an adjunct to these existing rail lines, including railroad electrification, shipping and receiving, and loading and unloading of rail cars. Evidence: McNerney Decl., ¶4; Quan Decl., ¶4, Ex. 10 at 82:4-17, 83:14-85:12.	6.
7. The JHP Property is zoned M-1, which allows for redevelopment as either residential or commercial use, as well as heavy manufacturing, storage yards, truck terminals, internet service exchange (e.g., a data center) and/or wireless telecommunication facilities, among other uses. Evidence: McNerney Decl., ¶5; Quan Decl., ¶5, Ex. 11.	7.
8. The JHP Property is available for redevelopment as residential, commercial and/or industrial uses. Evidence: McNerney Decl., ¶9.	8.
9. JHP has not committed to any particular or singular use of the JHP Property, but has evaluated the JHP Property for possible future development for residential use, including, without limitation, apartment, condominiums, single family homes, and live work spaces, for commercial use, independently and as an adjunct to the existing rail lines, and for industrial use, including, without limitation, shipping and receiving, heavy manufacturing, storage yards, truck terminals, loading and unloading of rail cars, railroad electrification, and internet service exchange (*e.g.*, a data center), all of which would require use of the Easements, including the easement for	9.

communication lines and facilities. Evidence: McNerney Decl., ¶9; Quan Decl., ¶4, Ex. 10 at 82:4-17, 83:14-85:12.	
10. Commencing February 18, 2019, the JHP Property was and is currently licensed to a railroad maintenance and construction contractor to support its railroad construction work. Evidence: McNerney Decl., ¶7, Ex. 3.	10.
11. During the summer of 2016, JHP was approached by the San Mateo County Transit District and Caltrain to negotiate use of the JHP Property for railroad electrification. Evidence: McNerney Decl., ¶7.	11.
12. Neither McNerney nor JHP has relinquished, abandoned or terminated the Easements. Evidence: McNerney Decl., ¶¶3, 7, 8, 9, 10, Exs. 2, 3, 4, 5.	12.

ISSUE 3 – PLAINTIFF'S THIRD CAUSE OF ACTION FOR PRELIMINARY AND PERMANENT INJUNCTION FAILS AS A MATTER OF LAW BECAUSE THE UNDISPUTED EVIDENCE DEMONSTRATES JHP IS ENTITLED TO ASSERT ITS RIGHTS IN THE EASEMENTS

MOVING PARTY'S UNDISPUTED MATERIAL FACTS AND SUPPORTING EVIDENCE	**OPPOSING PARTY'S RESPONSE AND SUPPORTING EVIDENCE**
1. On August 10, 1990, Southern Pacific Transportation Company ("Southern Pacific") expressly reserved for itself and its successors and assigns three easements (the "Easements") when it conveyed by Grant Deed that certain real property, a portion of which is commonly known as 2201, 2245,	1.

2500, 2555 Bayshore Boulevard, 222 Tunnel Avenue, and 289, 290, 292 Sunnyvale Avenue, San Francisco ("Plaintiff's Property") to Plaintiff's predecessor in title and interest, Tuntex (USA), Inc., as corrected by Deed Correcting Description of Rail Easement dated July 23, 1991 Evidence: Declaration of Stacey C. Quan ("Quan Decl."), ¶2, Ex. 7 at ¶¶1, 9-15, Exs. 1-2.	
2. The Easements reserved by Southern Pacific are legally described as follows: "A perpetual, exclusive easement in, on, under, over and through the locations described in Schedule l (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (*Access Roadway Easement*) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and *communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment*. All improvements presently existing on or hereafter constructed on the easement area, if owned by Grantor, shall remain the personal property of the Grantor and its successors and assigns. Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph. Grantor shall defend, indemnify and hold Grantee, its successors and assignees, harmless from and against any liability, damage, cost or expense arising from or in connection with Grantor's use of the property covered by the easement reserved	2.

herein." Evidence: Quan Decl., ¶2, Ex. 7, ¶¶ 14-15, Exs. 1-2 (emphases added); Declaration of Patrick McNerney ("McNerney Decl."), ¶2, Ex. 6.	
3. Neither Southern Pacific nor its successor by merger Union Pacific Railroad Company ("Union Pacific") relinquished, abandoned or terminated the Easements. Evidence: Quan Decl., ¶2, Ex. 7, ¶¶ 12, 13, 16, 18, 25, Exs. 1-3; McNerney Decl., ¶¶2, 4, 5, 6, 10, 11, 12, Exs. 1, 4, 5, 6.	3.
4. On February 5, 2015, Union Pacific conveyed that certain property commonly known as 2201 Bayshore Boulevard and a portion of 220 Tunnel Avenue, San Francisco, California (the "JHP Property"), together with the Easements, to Patrick McNerney. Evidence: Quan Decl., ¶2, Ex. 7, ¶ 18 at Ex. 6; McNerney Decl., ¶2, Ex. 1.	4.
5. On September 14, 2016, Patrick McNerney conveyed the JHP Property, together with the Easements, to JHP. Evidence: Quan Decl., ¶2, Ex. 7, ¶ 18 at Ex. 7; McNerney Decl., ¶3, Ex. 2.	5.
6. The JHP Property is adjacent to existing and fully operational passenger and freight train rail lines, and has a potential use as an adjunct to these existing rail lines, including railroad electrification, shipping and receiving, and loading and unloading of rail cars. Evidence: McNerney Decl., ¶4; Quan Decl., ¶4, Ex. 10 at 82:4-17, 83:14-85:12.	6.
7. The JHP Property is zoned M-1, which allows for redevelopment as either residential	7.

or commercial use, as well as heavy manufacturing, storage yards, truck terminals, internet service exchange (e.g., a data center) and/or wireless telecommunication facilities, among other uses. Evidence: McNerney Decl., ¶5; Quan Decl., ¶5, Ex. 11.	
8. The JHP Property is available for redevelopment as residential, commercial and/or industrial uses. Evidence: McNerney Decl., ¶9.	8.
9. JHP has not committed to any particular or singular use of the JHP Property, but has evaluated the JHP Property for possible future development for residential use, including, without limitation, apartment, condominiums, single family homes, and live work spaces, for commercial use, independently and as an adjunct to the existing rail lines, and for industrial use, including, without limitation, shipping and receiving, heavy manufacturing, storage yards, truck terminals, loading and unloading of rail cars, railroad electrification, and internet service exchange (*e.g.*, a data center), all of which would require use of the Easements, including the easement for communication lines and facilities. Evidence: McNerney Decl., ¶9; Quan Decl., ¶4, Ex. 10 at 82:4-17, 83:14-85:12.	9.
10. Commencing February 18, 2019, the JHP Property was and is currently licensed to a railroad maintenance and construction contractor to support its railroad construction work. Evidence: McNerney Decl., ¶7, Ex. 3.	10.
11. During the summer of 2016, JHP was approached by the San Mateo County Transit District and Caltrain to negotiate use of the JHP Property for railroad electrification.	11.

Evidence: McNerney Decl., ¶7.	
12. Neither McNerney nor JHP has relinquished, abandoned or terminated the Easements. Evidence: McNerney Decl., ¶¶3, 7, 8, 9, 10, Exs. 2, 3, 4, 5.	12.

ISSUE 4 – JHP PREVAILS ON ITS FIRST CAUSE OF ACTION TO QUIET TITLE AS A MATTER OF LAW BECAUSE THE UNDISPUTED EVIDENCE DEMONSTRATES JHP OWNS THE EASEMENTS, WHICH HAVE NOT BEEN ABANDONED OR TERMINATED

MOVING PARTY'S UNDISPUTED MATERIAL FACTS AND SUPPORTING EVIDENCE	OPPOSING PARTY'S RESPONSE AND SUPPORTING EVIDENCE
1. On August 10, 1990, Southern Pacific Transportation Company ("Southern Pacific") expressly reserved for itself and its successors and assigns three easements (the "Easements") when it conveyed by Grant Deed that certain real property, a portion of which is commonly known as 2201, 2245, 2500, 2555 Bayshore Boulevard, 222 Tunnel Avenue, and 289, 290, 292 Sunnyvale Avenue, San Francisco ("Plaintiff's Property") to Plaintiff's predecessor in title and interest, Tuntex (USA), Inc., as corrected by Deed Correcting Description of Rail Easement dated July 23, 1991 Evidence: Declaration of Stacey C. Quan ("Quan Decl."), ¶2, Ex. 7 at ¶¶1, 9-15, Exs. 1-2.	1.
2. The Easements reserved by Southern Pacific are legally described as follows: "A perpetual, exclusive easement in, on, under, over and through the locations described in Schedule l (Railroad Main Line	2.

Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (*Access Roadway Easement*) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and *communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment*. All improvements presently existing on or hereafter constructed on the easement area, if owned by Grantor, shall remain the personal property of the Grantor and its successors and assigns. Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph. Grantor shall defend, indemnify and hold Grantee, its successors and assignees, harmless from and against any liability, damage, cost or expense arising from or in connection with Grantor's use of the property covered by the easement reserved herein." Evidence: Quan Decl., ¶2, Ex. 7, ¶¶ 14-15, Exs. 1-2 (emphases added); Declaration of Patrick McNerney ("McNerney Decl."), ¶2, Ex. 6.	
3. Neither Southern Pacific nor its successor by merger Union Pacific Railroad Company ("Union Pacific") relinquished, abandoned or terminated the Easements. Evidence: Quan Decl., ¶2, Ex. 7, ¶¶ 12, 13, 16, 18, 25, Exs. 1-3; McNerney Decl., ¶¶2, 4, 5, 6, 10, 11, 12, Exs. 1, 4, 5, 6.	3.
4. On February 5, 2015, Union Pacific	4.

conveyed that certain property commonly known as 2201 Bayshore Boulevard and a portion of 220 Tunnel Avenue, San Francisco, California (the "JHP Property"), together with the Easements, to Patrick McNerney. Evidence: Quan Decl., ¶2, Ex. 7, ¶ 18 at Ex. 6; McNerney Decl., ¶2, Ex. 1.	
5. On September 14, 2016, Patrick McNerney conveyed the JHP Property, together with the Easements, to JHP. Evidence: Quan Decl., ¶2, Ex. 7, ¶ 18 at Ex. 7; McNerney Decl., ¶3, Ex. 2.	5.
6. The JHP Property is adjacent to existing and fully operational passenger and freight train rail lines, and has a potential use as an adjunct to these existing rail lines, including railroad electrification, shipping and receiving, and loading and unloading of rail cars. Evidence: McNerney Decl., ¶4; Quan Decl., ¶4, Ex. 10 at 82:4-17, 83:14-85:12.	6.
7. The JHP Property is zoned M-1, which allows for redevelopment as either residential or commercial use, as well as heavy manufacturing, storage yards, truck terminals, internet service exchange (e.g., a data center) and/or wireless telecommunication facilities, among other uses. Evidence: McNerney Decl., ¶5; Quan Decl., ¶5, Ex. 11.	7.
8. The JHP Property is available for redevelopment as residential, commercial and/or industrial uses. Evidence: McNerney Decl., ¶9.	8.
9. JHP has not committed to any particular or singular use of the JHP Property, but has evaluated the JHP Property for possible future	9.

development for residential use, including, without limitation, apartment, condominiums, single family homes, and live work spaces, for commercial use, independently and as an adjunct to the existing rail lines, and for industrial use, including, without limitation, shipping and receiving, heavy manufacturing, storage yards, truck terminals, loading and unloading of rail cars, railroad electrification, and internet service exchange (*e.g.*, a data center), all of which would require use of the Easements, including the easement for communication lines and facilities. Evidence: McNerney Decl., ¶9; Quan Decl., ¶4, Ex. 10 at 82:4-17, 83:14-85:12.	
10. Commencing February 18, 2019, the JHP Property was and is currently licensed to a railroad maintenance and construction contractor to support its railroad construction work. Evidence: McNerney Decl., ¶7, Ex. 3.	10.
11. During the summer of 2016, JHP was approached by the San Mateo County Transit District and Caltrain to negotiate use of the JHP Property for railroad electrification. Evidence: McNerney Decl., ¶7.	11.
12. Neither McNerney nor JHP has relinquished, abandoned or terminated the Easements. Evidence: McNerney Decl., ¶¶3, 7, 8, 9, 10, Exs. 2, 3, 4, 5.	12.

ISSUE 5 – JHP PREVAILS ON ITS SECOND CAUSE OF ACTION FOR DECLARATORY RELIEF AS A MATTER OF LAW BECAUSE THE UNDISPUTED EVIDENCE DEMONSTRATES JHP OWNS THE EASEMENTS, WHICH HAVE NOT BEEN ABANDONED OR TERMINATED

MOVING PARTY'S UNDISPUTED MATERIAL FACTS AND SUPPORTING EVIDENCE	OPPOSING PARTY'S RESPONSE AND SUPPORTING EVIDENCE
1. On August 10, 1990, Southern Pacific Transportation Company ("Southern Pacific") expressly reserved for itself and its successors and assigns three easements (the "Easements") when it conveyed by Grant Deed that certain real property, a portion of which is commonly known as 2201, 2245, 2500, 2555 Bayshore Boulevard, 222 Tunnel Avenue, and 289, 290, 292 Sunnyvale Avenue, San Francisco ("Plaintiff's Property") to Plaintiff's predecessor in title and interest, Tuntex (USA), Inc., as corrected by Deed Correcting Description of Rail Easement dated July 23, 1991 Evidence: Declaration of Stacey C. Quan ("Quan Decl."), ¶2, Ex. 7 at ¶¶1, 9-15, Exs. 1-2.	1.
2. The Easements reserved by Southern Pacific are legally described as follows: "A perpetual, exclusive easement in, on, under, over and through the locations described in Schedule l (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (*Access Roadway Easement*) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and *communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment*. All	2.

improvements presently existing on or hereafter constructed on the easement area, if owned by Grantor, shall remain the personal property of the Grantor and its successors and assigns. Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph. Grantor shall defend, indemnify and hold Grantee, its successors and assignees, harmless from and against any liability, damage, cost or expense arising from or in connection with Grantor's use of the property covered by the easement reserved herein." Evidence: Quan Decl., ¶2, Ex. 7, ¶¶ 14-15, Exs. 1-2 (emphases added); Declaration of Patrick McNerney ("McNerney Decl."), ¶2, Ex. 6.	
3. Neither Southern Pacific nor its successor by merger Union Pacific Railroad Company ("Union Pacific") relinquished, abandoned or terminated the Easements. Evidence: Quan Decl., ¶2, Ex. 7, ¶¶ 12, 13, 16, 18, 25, Exs. 1-3; McNerney Decl., ¶¶2, 4, 5, 6, 10, 11, 12, Exs. 1, 4, 5, 6.	3.
4. On February 5, 2015, Union Pacific conveyed that certain property commonly known as 2201 Bayshore Boulevard and a portion of 220 Tunnel Avenue, San Francisco, California (the "JHP Property"), together with the Easements, to Patrick McNerney. Evidence: Quan Decl., ¶2, Ex. 7, ¶ 18 at Ex. 6; McNerney Decl., ¶2, Ex. 1.	4.
5. On September 14, 2016, Patrick McNerney conveyed the JHP Property, together with the Easements, to JHP.	5.

Evidence: Quan Decl., ¶2, Ex. 7, ¶ 18 at Ex. 7; McNerney Decl., ¶3, Ex. 2.	
6. The JHP Property is adjacent to existing and fully operational passenger and freight train rail lines, and has a potential use as an adjunct to these existing rail lines, including railroad electrification, shipping and receiving, and loading and unloading of rail cars. Evidence: McNerney Decl., ¶4; Quan Decl., ¶4, Ex. 10 at 82:4-17, 83:14-85:12.	6.
7. The JHP Property is zoned M-1, which allows for redevelopment as either residential or commercial use, as well as heavy manufacturing, storage yards, truck terminals, internet service exchange (e.g., a data center) and/or wireless telecommunication facilities, among other uses. Evidence: McNerney Decl., ¶5; Quan Decl., ¶5, Ex. 11.	7.
8. The JHP Property is available for redevelopment as residential, commercial and/or industrial uses. Evidence: McNerney Decl., ¶9.	8.
9. JHP has not committed to any particular or singular use of the JHP Property, but has evaluated the JHP Property for possible future development for residential use, including, without limitation, apartment, condominiums, single family homes, and live work spaces, for commercial use, independently and as an adjunct to the existing rail lines, and for industrial use, including, without limitation, shipping and receiving, heavy manufacturing, storage yards, truck terminals, loading and unloading of rail cars, railroad electrification, and internet service exchange (*e.g.*, a data center), all of which would require use of the Easements, including the easement for communication lines and facilities.	9.

Evidence: McNerney Decl., ¶9; Quan Decl., ¶4, Ex. 10 at 82:4-17, 83:14-85:12.	
10. Commencing February 18, 2019, the JHP Property was and is currently licensed to a railroad maintenance and construction contractor to support its railroad construction work. Evidence: McNerney Decl., ¶7, Ex. 3.	10.
11. During the summer of 2016, JHP was approached by the San Mateo County Transit District and Caltrain to negotiate use of the JHP Property for railroad electrification. Evidence: McNerney Decl., ¶7.	11.
12. Neither McNerney nor JHP has relinquished, abandoned or terminated the Easements. Evidence: McNerney Decl., ¶¶3, 7, 8, 9, 10, Exs. 2, 3, 4, 5.	12.

Dated: March 22, 2021

STEYER LOWENTHAL BOODROOKAS ALVAREZ & SMITH LLP

Jeffrey H. Lowenthal
Dana Andreoli
Stacey C. Quan
Attorneys for Defendant and Cross-Complainant
424 Jessie Historic Properties, LLC

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST DISTRICT – DIVISION 2

Case No. A163550

VISITACION INVESTMENT, LLC, Plaintiff/Cross-Defendant & Appellant

v.

424 JESSIE HISTORIC PROPERTIES, LLC, Defendant/Cross-Complainant & Respondent

San Francisco Superior Court Case No. CGC-19-579667

JOINT APPENDIX

Volume 2 of 9, Pages 295-594 of 2428

Kenneth S. Katzoff (SBN 103490)
Robert R. Riggs (SBN 107684)
Stephen G. Preonas (SBN 245334)
KATZOFF & RIGGS LLP
1500 Park Ave., Suite 300
Emeryville, CA 94608
Tel. (510) 597-1990
kkatzoff@katzoffriggs.com
rriggs@katzoffriggs.com
spreonas@katzoffriggs.com

Attorneys for Plaintiff/Cross-Defendant/Appellant

Jeffrey H. Lowenthal (SBN 111763)
Dana Andreoli (SBN 262068)
Steyer Lowenthal LLP
235 Pine Street, 15th Floor
San Francisco, CA 94104
Tel. (415) 421-3400
jlowenthal@steyerlaw.com
dandreoli@steyerlaw.com

Attorneys for Defendant/Cross-Complainant/Respondent

Jeffrey H. Lowenthal (State Bar No. 111763)
Dana Andreoli (State Bar No. 262068)
Stacey C. Quan (State Bar No. 280004)
STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
Telephone: (415) 421-3400
Facsimile: (415) 421-2234
E-mail: jlowenthal@steyerlaw.com
dandreoli@steyerlaw.com
squan@steyerlaw.com

Attorneys for Defendant and Cross-Complainant
424 Jessie Historic Properties, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

VISITACION INVESTMENT, LLC, a California limited liability company,

Plaintiff,

v.

424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company, all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the Complaint adverse to Plaintiff's title, or any cloud on Plaintiff's title thereto, and DOES 1 through 50, inclusive,

Defendants.

AND RELATED CROSS-ACTION.

Case No. CGC-19-579667

DECLARATION OF PATRICK MCNERNEY IN SUPPORT OF 424 JESSIE HISTORIC PROPERTIES, LLC'S MOTION FOR SUMMARY JUDGMENT ON COMPLAINT AND CROSS-COMPLAINT OR, ALTERNATIVELY, SUMMARY ADJUDICATION

Date: June 10, 2021
Time: 9:30 a.m.
Dept: 501
Judge: Hon. Charles F. Haines

Action Filed: October 1, 2019
Trial Date: July 12, 2021

I, Patrick McNerney, declare as follows:

1. I am, and at all referenced times herein was, the Chief Executive Officer of Martin McNerney Development, Inc., which is the manager of defendant and cross-complainant 424 Jessie Historic Properties, LLC ("JHP"). I make this declaration in support of JHP's motion for summary judgment or, alternatively, summary adjudication on plaintiff and cross-defendant Visitacion Investments, LLC's ("Plaintiff") Complaint and JHP's Cross-Complaint. I have personal knowledge of the facts set forth herein, and if called upon to testify thereto, I could and would competently do so under oath.

2. Union Pacific Railroad Company ("Union Pacific") conveyed 2201 Bayshore Boulevard and a portion of 220 Tunnel Avenue, San Francisco, California (the "JHP Property"), together with the three easements (the "Easements") that encumber Plaintiff's Visitacion Valley development property, to me by Quitclaim Deed recorded on February 5, 2015 as Document No. 2015-K016863 in the Official Records of San Francisco County ("McNerney Deed"). At the time that Union Pacific conveyed the JHP Property to me, Union Pacific represented that the property abutting the easterly boundary line of the JHP Property is dedicated and used for railroad purposes. A true and correct copy of the McNerney Deed is attached as Exhibit 1. A true and correct copy of a December 2014 survey depicting the Easements is attached as Exhibit 6.

3. I conveyed the JHP Property, together with the Easements, to JHP by Grant Deed recorded on September 14, 2016 as Document No. 2016-K328238 in the Official Records of San Francisco County ("JHP Deed"). A true and correct copy of the JHP Deed is attached as Exhibit 2.

4. The JHP Property is adjacent to existing and fully operational passenger and freight train rail lines, and has a potential use as an adjunct to these existing rail lines, including railroad electrification, shipping and receiving, and loading and unloading of rail cars, which would require the use of the Easements.

5. The JHP Property is zoned M-1, which allows for redevelopment as either residential or commercial use, as well as heavy manufacturing, storage yards, truck terminals, internet service exchange (e.g., a data center) and/or wireless telecommunication facilities, among other uses, all of which would require use of the Easements, including the easement for

communication lines and facilities.

6. The JHP Property, in its current undeveloped condition, is legally permitted and available for, among other things, commercial and/or industrial use for shipping and receiving, freight storage or transfer, loading and unloading of rail cars, and railroad maintenance, construction or repair.

7. During the summer of 2016 I was contacted by the San Mateo County Transit District and Caltrain to negotiate use of the JHP Property for their railroad electrification project. I understand that the railroad electrification facilities were ultimately placed on Plaintiff's Property. The JHP Property is and has been since February 18, 2019 licensed to Proven Management, Inc., a railroad maintenance and construction contractor, to support its work on the Peninsula Corridor Electrification Project for Caltrain. Attached as Exhibit 3 is a true and correct copy of JHP's License Agreement for Entry and Use Surface of Property with Proven Management.

8. Neither JHP nor I have relinquished, abandoned or terminated the Easements.

9. Although JHP has not committed to any particular or singular use of the JHP Property, the JHP Property is available for redevelopment as residential, commercial and industrial uses. JHP has evaluated the JHP Property for possible future development for residential use, including, without limitation, apartment, condominiums, single family homes, and live work spaces, for commercial use, independently and as an adjunct to the existing rail lines, and for industrial use, including, without limitation, shipping and receiving, heavy manufacturing, storage yards, truck terminals, loading and unloading of rail cars, railroad electrification, and internet service exchange (*e.g.*, a data center). The Easements, including the easement for communication lines and facilities, will be necessary to any and all of these potential uses of the JHP Property.

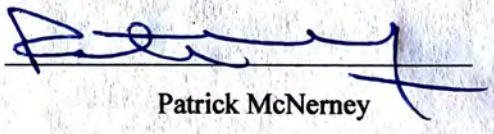
10. Although JHP submitted an application to the City and County of San Francisco for a preliminary project evaluation as a possible residential and commercial development, no permits have been issued and no construction has been initiated for residential and commercial real estate development for the JHP Property. JHP has not committed to developing the JHP Property into residential, commercial and/or industrial real estate. JHP reserves its rights to pursue any and all potential land uses in order to keep all of its options available for the future development of the

JHP Property.

11. Attached as Exhibit 4 is a true and correct copy of the March 2, 2016 Temporary License Agreement between me, as Licensor, and Plaintiff, as Licensee, wherein Plaintiff confirmed the Easements burdening Plaintiff's Property in favor of the JHP Property and I granted Plaintiff temporary access to, over and through the JHP Property, including the Easements.

12. Attached as Exhibit 5 is a true and correct copy of the May 6, 2016 email exchange among Plaintiff's general counsel, Doug Walsh, Robert M. Krantz of Union Pacific, and me in which Mr. Krantz declines Mr. Walsh's request to assist Plaintiff in clearing the Easements from Plaintiff's Property, noting that the Easements had been conveyed to me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on March 22, 2021.



Patrick McNerney

EXHIBIT 1

20159K01686300014
San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC 2015-K016863-00
Acct 5002-Old Republic Title Company
Thursday, FEB 05, 2015 11:46:49
Ttl Pd$13,939.00 Nbr-0005097538
okc/RE/1-14

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Patrick McNerney
14 Mint Plaza, Fifth Floor
San Francisco, CA 94103

Mail Tax Statements to:

Patrick McNerney
14 Mint Plaza, Fifth Floor
San Francisco, CA 94103

CRTC
02270154427 DP
Blk 5087, lots 4 & 5
2201 Bayshore Blvd.

Space Above Line for Recorder's Use Only

(1567-58)

DOCUMENTARY TRANSFER TAX $ 13,875.00
XX Computed on the full value of the property conveyed
___ Computed on the full value less liens and encumbrances remaining at the time of sale
___ Not a sale (Rev. & Tax. Code Section 11927(a))

Signature of Declarant or Agent Determining Tax

QUITCLAIM DEED

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation), Grantor, in consideration of the sum of Ten Dollars ($10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto **PATRICK McNERNEY**, an individual, as his sole and separate property, Grantee, whose address is 14 Mint Plaza, Fifth Floor, San Francisco, California 94103 and unto his heirs and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate (hereinafter the "Property") situated in the City and County of San Francisco, State of California, identified and more particularly described as "Fee Parcel" in **Exhibit A**, hereto attached and hereby made a part hereof, together with any and all of Grantor's right, title and interest in and to portions of that certain Form of Railroad Easement reserved by Southern Pacific Transportation Company in that certain Grant Deed dated August 1, 1990, and recorded on August 10, 1990 in the Official Records of San Francisco County, California, as Instrument No. E761808, as modified by that certain Deed Correcting Description of Rail Easement dated July 23, 1991, and recorded on August 22, 1991 in the Official Records of San Francisco County, California, identified and more particularly described as "Schedule 1", "Schedule 2" and "Schedule 3" in the attached **Exhibit A** ("Railroad Easement").

EXCEPTING FROM THIS QUITCLAIM AND RESERVING UNTO GRANTOR, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by Grantee, its successors or assigns.

Except as may be otherwise provided in a written assignment or other written agreement between Grantor and Grantee, Grantor reserves all income (including, without limitation, rentals, license fees and royalties) from any existing license and other existing rights to use the Property and renewals thereof granted by Grantor or Grantor's predecessors in interest. Grantee agrees that if Grantee receives any such income, Grantee will promptly forward the income to Grantor.

Covenants.

The Property is quitclaimed by Grantor subject to the following covenants, conditions and restrictions which Grantee by the acceptance of this Deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

Fence Covenant. Grantee, at its sole cost and expense, shall install, within ninety (90) days after the recording of this Deed, and thereafter maintain fencing or other barriers to prevent access to or encroachment on the railroad right-of-way of Grantor adjacent to the easterly boundary of the Property. The fencing or barrier must be of a design and type satisfactory to Grantor, and in compliance with applicable building codes. Grantee shall submit the plans for the fencing or barrier construction to:

Union Pacific Railroad Company
Assistant Vice President-Real Estate (Folder No. 1567-58)
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179

for review and approval. Grantor shall complete such review and make appropriate response to Grantee within twenty (20) days after receipt of such plans by Grantor. Grantor shall not unreasonably withhold its approval of such plans. Such approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the fence as constructed will be structurally sound.

Railroad Proximity Covenant.

(a) Grantee acknowledges that the property abutting the easterly boundary line of the Property is dedicated and used for railroad purposes, that railroad operations may create noise, vibrations, emissions, fumes and odors twenty-four (24) hours a day, and that the amount, nature and intensity of railroad operations may increase or change (collectively, the

"Permitted Effects"). Grantee accepts the Property subject to the existence of the Permitted Effects. By acceptance of the Property, Grantee agrees that, at Grantee's sole cost and expense, as part of the development of the Property, Grantee shall design and install and/or construct and thereafter maintain improvements to reduce or limit the Permitted Effects and to comply with all governmental requirements, if any, which may be imposed as a condition to the development and use of the Property because of the Permitted Effects.

(b) Grantee shall not, and hereby waives all rights to, (i) institute legal proceedings against Grantor to reduce or lessen the Permitted Effects, and (ii) directly or indirectly participate in petition drives, lobbying efforts or other activities seeking the enactment of federal, state or local laws or ordinances to reduce or lessen the Permitted Effects. Any party breaching such covenant shall reimburse Grantor for all costs incurred by Grantor to comply with any such orders, laws or ordinances, including, without limitation, attorney fees and court costs.

(c) If Grantee sells or leases all or any portion of the Property, Grantee shall require all purchasers and tenants to acknowledge the location of the railroad operations abutting the Property and the existence of the Permitted Effects, and to agree in writing, for the benefit of Grantor, to comply with the above covenants.

Covenants To Run With Land. The foregoing covenants, conditions and restrictions shall run with the Property, the burdens of which will be binding on the successors and assigns of Grantee, and the benefits of which will inure to the successors and assigns of Grantor. A breach of the foregoing covenants, conditions and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

Environmental.

"As Is" Sale. Grantee acknowledges and agrees that the Property and the Railroad Easement have been sold and quitclaimed to and accepted by Grantee in an "as is" condition with all faults, and that the Property and the property over which the Railroad Easement is located ("Railroad Easement Area") have been used for, among other things, railroad operating right-of-way and for other commercial or industrial purposes. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property, Railroad Easement Area or Railroad Easement or any of such related matters; in particular, but without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, Railroad Easement Area or Railroad Easement, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters (including but not limited to the existence of Hazardous Materials, in, on, under or emanating to or from the Property), compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements (collectively, "Condition of the Property"). Grantee acknowledges and agrees that the Property and Railroad Easement have been sold and quitclaimed on the basis of Grantee's own

investigation of the physical and environmental conditions of the Property and Railroad Easement Area, including the subsurface conditions and Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. For purposes of this Deed, "Hazardous Materials" means any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, asbestos, hazardous waste or substances or toxic waste or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", "toxic materials" or "toxic substances" under any applicable federal, state or local law or regulation now or hereafter in effect.

Release. GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES GRANTOR, GRANTOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON ACTING ON BEHALF OF GRANTOR, OF AND FROM ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH GRANTEE NOW HAS OR WHICH GRANTEE MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE CONDITION OF THE PROPERTY OR RAILROAD EASEMENT AREA, INCLUDING, WITHOUT LIMITATION, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY AND RAILROAD EASEMENT AREA (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY AND RAILROAD EASEMENT AREA BY ANY HAZARDOUS MATERIALS), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING APPLIES REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS. WITH RESPECT TO THE FOREGOING RELEASE, GRANTEE EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

> **1542. Certain Claims Not Affected by General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Indemnity. FROM AND AFTER CLOSING, GRANTEE SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND

EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER, ADJACENT OR EMANATING FROM OR TO THE PROPERTY BY ANY HAZARDOUS MATERIALS), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING APPLIES REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

General Allocation of Environmental Responsibility. With respect to any existing or future presence of Hazardous Materials in, under or emanating to or from the Property or Railroad Easement Area, Grantee, at no cost to Grantor, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or which may otherwise be necessary to make the Property or Railroad Easement Area suitable for Grantee's use of the Property or Railroad Easement Area.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the 21st day of January, 2015.

Attest:

Barbara Holder
Assistant Secretary

(Seal)

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: Tony Lara
Title: Assistant Vice President – Real Estate

Grantee hereby accepts this Quitclaim Deed and agrees for himself, his heirs and assigns, to be bound by the covenants set forth herein.

Dated this 2ND day of ~~January~~ FEBRUARY, 2015.

PATRICK McNERNEY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On January 21, 2015, before me, Gregg A Larsen, Notary Public in and for said County and State, personally appeared TONY K. LOVE and Barbara Holder who are the Assistant Vice President – Real Estate and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

GENERAL NOTARY - State of Nebraska
GREGG A. LARSEN
My Comm. Exp. Aug. 28, 2016

Notary Public

(Seal)

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this 2nd day of ~~January~~ February, 2015, before me, June Y Williams, Notary Public, personally appeared PATRICK McNERNEY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

June Y Williams
Notary Public

(Seal)

JUNE Y. WILLIAMS
COMM. #1997789
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Nov. 11, 2016

Union Pacific Railroad Company

San Francisco County, California

Exhibit "A"

FEE PARCEL

THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN FRANCISCO, CITY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL 4 AND 5 AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS, PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT NO. 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT NO. 4 SOUTH 74°37'31" EAST (SHOWN AS "SOUTH 75°48'30" EAST" ON SAID PARCEL MAP) 55.07 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO); THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 15°18'45" WEST, HAVING A RADIUS OF 5785.096 FEET, THROUGH A CENTRAL ANGLE OF 1°17'04" AN ARC DISTANCE OF 129.70 FEET TO THE WESTERLY LINE OF SAID LOT NO. 5; THENCE CONTINUING SOUTHERLY ALONG SAID CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 5°21'01" AN ARC DISTANCE OF 540.10 FEET TO THE SOUTHERLY LINE OF SAID LOT NO. 5; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT NO. 5 NORTH 72°09'01" WEST (SHOWN AS "NORTH 73°20' WEST" ON SAID PARCEL MAP) 117.46 FEET TO SOUTHEASTERLY LINE OF SAID LOT NO. 4; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 32°17'13" WEST 29.95 FEET; THENCE NORTH 17°58'59" EAST (SHOWN AS "SOUTH 16°48'00" WEST" ON SAID PARCEL MAP) 309.26 FEET; THENCE SOUTH 71°57'37" EAST 19.979 FEET; THENCE NORTH 17°58'59" EAST 304.33 FEET; THENCE NORTH 74°37'31" WEST 20.00 FEET; THENCE NORTH 17°58'59" EAST 80.00 FEET TO THE POINT OF BEGINNING.

PORTION OF ASSESSOR'S LOTS 004 AND 005, BLOCK 5087

SCHEDULE 1
(MAIN LINE EASTMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (SIGNAL CABINET AREA)

COMMENCING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE HAVING A DISTANCE OF 109.964 FEET AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, AND 5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY; THENCE SOUTH 17°58'59" WEST ALONG SAID COURSE, 3.2 FEET TO A CHAIN LINK FENCE; THENCE SOUTH 32°17'13" WEST ALONG SAID FENCE, 21.6 FEET TO A FENCE POST; THENCE SOUTH 17°42'55" WEST, CONTINUING ALONG SAID FENCE, 100.2 FEET TO ANOTHER FENCE POST; THENCE SOUTH 69°17'37" EAST, CONTINUING ALONG SAID FENCE, 117.3 FEET TO ANOTHER FENCE POST; THENCE NORTH 9°22'01" EAST, CONTINUING ALONG SAID FENCE, 2.0 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN TO BE DESCRIBED; THENCE CONTINUING NORTH 9°22'01" EAST ALONG SAID FENCE, 22.0 FEET; THENCE SOUTH 80°37'59" EAST, LEAVING SAID FENCE, 22.8 FEET; THENCE SOUTH 9°22'01" WEST 22.0 FEET; THENCE NORTH 80°37'59" WEST 22.8 FEET TO THE TRUE POINT OF BEGINNING.

SCHEDULE 2
(DRILL & SPUR TRACK EASEMENT)

THOSE CERTAIN PARCELS OR STRIPS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE LYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REEL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT TA POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTH 15°19'08" WEST ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, 88.81 FEET TO A POINT IN THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, LAST SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 68.75 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8, LAST SAID POINT BEING TRUE POINT OF BEGINNING OF

THE LINE HEREIN TO BE DESCRIBED; THENCE SOUTHERLY AND SOUTHWESTERLY AND SOUTHERLY CONTINUING ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 3.62 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10", AN ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18' WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; SOUTH 32°19'44" WEST, TANGENT TO THE LAST SAID CURVE AT LAST SAID POINT, 161.72 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 286.483 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 177.35 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 544.20 FEET.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

ALSO, EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAID COUNTY OF SAN MATEO.

PARCEL NO. 3: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE, LAYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REAL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 92.43 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10' AND ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; AND SOUTH 32°19'44" WEST, TANGENT TO LAST SAID CURVE AT

LAST SAID POINT, 53.00 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY (WHICH TRACK DIVERGES NORTHERLY FROM SAID CENTER LING OF SAID COMPANY'S DRILL TRACK) AND THE TRUE POINT OF BEGINNING OF THE LINE HEREIN TO BE DESCRIBED; THENCE NORTHERLY ALONG SAID CENTER OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 81.00 FEET TO A POINT; NORTHERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 110.76 FEET TO A POINT; AND NORTH 9°22'01' EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 109.53 FEET.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED 30 FOOT WIDE STRIP OF LAND, HEREIN ABOVE DESCRIBED IN "PARCEL NO. 3, LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

SCHEDULE 3
(ACCESS ROADWAY EASEMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (ROADWAY AREA)

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, &5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO), SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 115.29 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8; THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE, ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 8°40'41" WEST, HAVING A RADIUS OF 5785.096 FEET, A CENTRAL ANGLE OF 0°51'24", AN ARC DISTANCE OF 86.50 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK (WHICH LIES WESTERLY OF AND WIIICH DIVERGES NORTHERLY FROM THE CFNTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK AND WHICH DRILL TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE), AND WHICH SAID DRILL TRACK CROSSES THE COMMON COUNTY LINE BETWEEN COUNTY OF SAN FRANCISCO AND COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID PARALLEL AND

CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 9°22'01" WEST 67.82 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 367.245 FEET, A CENTRAL ANGLE OF 16°36'08", AN ARC DISTANCE OF 106.41 FEET TO A POINT; AND SOUTH 25°58'09" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 80.17 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE SOUTHWESTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 32°19'44" WEST 107.88 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 271.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 168.08 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 356.47 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SUNNYDALE AVENUE, 66 FEET WIDE; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTH 69°24'23" WEST ALONG SAID PROLONGATION, 65.40 FEET TO A POINT IN THE MOST WESTERLY LINE OF SAID LOT NO. 8, LAST SAID POINT BEING THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN ON SAID MAP HAVING A DISTANCE OF "66.00'"; THENCE NORTH 20°35'37" EAST ALONG LAST SAID WESTERLY LINE, 43.00 FEET TO A LINE PARALLEL WITH AND DISTANT 10.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY PROLONGATION OF THE CENTER LINE OF SAID SUNNYDALE AVENUE; THENCE SOUTH 69°24'23" EAST ALONG LAST SAID PROLONGATION, 13.70 FEET TO A POINT; THENCE EASTERLY AND NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 42°50'23", AN ARC DISTANCE OF 130.85 FEET TO A POINT IN A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE NORTHEASTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 67°45'14" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 246.15 FEET TO A POINT; NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 251.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 155.71 FEET TO A POINT; AND NORTH 32°19'44" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 106.77 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK; THENCE NORTHERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 79.06 FEET TO A POINT; NORTHEASTERLY AND NORTHERLY ON A CURVE TO THE LEFT TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 347.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 100.62 FEET TO A POINT; AND NORTH 9°22'01" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 67.27 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 95.00 FEET WESTERLY, MEASURED RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTHERLY ALONG LAST SAID CONCENTRIC LINE, ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT BEARS NORTH 7°49'17" EAST, HAVING A RADIUS OF 5805.096 FEET, A CENTRAL ANGLE OF 0°53'19", AN ARC DISTANCE OF 90.03 FEET TO SAID NORTHERLY LINE OF SAID LOT NO. 8; THENCE SOUTH 72°09'01" EAST ALONG LAST SAID NORTHERLY LINE, 20.26 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.519 OF AN ACRE, MORE OR LESS.

INGRESS/EGRESS AREA

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 4, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS AT PAGE 40, IN THE OFFICE OF THE COUNTY RECORDERS OF THE CITY AND COUNTY OF SAN FRANCISCO, LYING SOUTHERLY OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT NO. 7 OF SAID PARCEL MAP.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE

LD 0156758
January 16, 2015

EXHIBIT 2

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.:
APN: 5087; Portions of 005 and 004 ✓
Situs: APN 5087; portion of Lot 004 and 005 ✓
No Property address
When Recorded Mail Document and Tax Statements to:

424 Jessie Historic Properties, LLC
14 Mint Plaza, 5th Floor
San Francisco, CA 94103

20169K32823800008
San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC 2016-K328238-00
Acct 5002-Old Republic Title Company
Wednesday, SEP 14, 2016 08:44:57
Ttl Pd $39.00 Nbr-0005457639
oar/RE/1-8

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is $0.00 transfer from individual name to single member LLC
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of San Francisco

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Patrick McNerney, an individual, as his sole and separate property

hereby GRANT(S) to
424 Jessie Historic Properties, LLC, a California limited liability company

that property in City of San Francisco, San Francisco County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

Date: August 17, 2016

Patrick McNerney

cription: San Francisco,CA Document - Year.DocID 2016.328238 Page: 1 of 8

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 San Francisco

On 9.12.16 before me, June Y Williams a Notary Public, personally appeared Patrick McNerney, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: June Y Williams

Name: June Y Williams
(Typed or Printed)

(Seal)

JUNE Y. WILLIAMS
COMM. #1997789
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Nov. 11, 2016

Exhibit "A"

FEE PARCEL

THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN FRANCISCO, CITY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL 4 AND 5 AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS, PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT NO. 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT NO. 4 SOUTH 74°37'31" EAST (SHOWN AS "SOUTH 75°48'30" EAST" ON SAID PARCEL MAP) 55.07 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO); THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 15°18'45" WEST, HAVING A RADIUS OF 5785.096 FEET, THROUGH A CENTRAL ANGLE OF 1°17'04" AN ARC DISTANCE OF 129.70 FEET TO THE WESTERLY LINE OF SAID LOT NO. 5; THENCE CONTINUING SOUTHERLY ALONG SAID CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 5°21'01" AN ARC DISTANCE OF 540.10 FEET TO THE SOUTHERLY LINE OF SAID LOT NO. 5; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT NO. 5 NORTH 72°09'01" WEST (SHOWN AS "NORTH 73°20' WEST" ON SAID PARCEL MAP) 117.46 FEET TO SOUTHEASTERLY LINE OF SAID LOT NO. 4; THENCE ALONG SAID SOUTHEASTERLY LINE SO E NORTH 17°58'59" EAST (SHOWN AS "SOUTH 16°48'00" WEST" ON SAID PARCEL MAP) 309.26 FEET; THENCE SOUTH 71°57'37" EAST 19.979 FEET; THENCE NORTH 17°58'59" EAST 304.33 FEET; THENCE NORTH 74°37'31" WEST 20.00 FEET; THENCE NORTH 17°58'59" EAST 80.00 FEET TO THE POINT OF BEGINNING.

PORTION OF ASSESSOR'S LOTS 004 AND 005, BLOCK 5087

SCHEDULE 1
(MAIN LINE EASTMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (SIGNAL CABINET AREA)

COMMENCING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE HAVING A DISTANCE OF 109.964 FEET AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, AND 5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY; THENCE SOUTH 17°58'59" WEST ALONG SAID COURSE, 3.2 FEET TO A CHAIN LINK FENCE; THENCE SOUTH 32°17'13" WEST ALONG SAID FENCE, 21.6 FEET TO A FENCE POST; THENCE SOUTH 17°42'55" WEST, CONTINUING ALONG SAID FENCE, 100.2 FEET TO ANOTHER FENCE POST; THENCE SOUTH 69°17'37" EAST, CONTINUING ALONG SAID FENCE, 117.3 FEET TO ANOTHER FENCE POST; THENCE NORTH 9°22'01" EAST, CONTINUING ALONG SAID FENCE, 2.0 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN TO BE DESCRIBED; THENCE CONTINUING NORTH 9°22'01" EAST ALONG SAID FENCE, 22.0 FEET; THENCE SOUTH 80°37'59" EAST, LEAVING SAID FENCE, 22.8 FEET; THENCE SOUTH 9°22'01" WEST 22.0 FEET; THENCE NORTH 80°37'59" WEST 22.8 FEET TO THE TRUE POINT OF BEGINNING.

SCHEDULE 2
(DRILL & SPUR TRACK EASEMENT)

THOSE CERTAIN PARCELS OR STRIPS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE LYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REEL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT TA POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTH 15°19'08" WEST ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, 88.81 FEET TO A POINT IN THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, LAST SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 68.75 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8, LAST SAID POINT BEING TRUE POINT OF BEGINNING OF

THE LINE HEREIN TO BE DESCRIBED; THENCE SOUTHERLY AND SOUTHWESTERLY AND SOUTHERLY CONTINUING ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 3.62 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10", AN ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18' WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; SOUTH 32°19'44" WEST, TANGENT TO THE LAST SAID CURVE AT LAST SAID POINT, 161.72 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 286.483 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 177.35 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 544.20 FEET.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

ALSO, EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAID COUNTY OF SAN MATEO.

PARCEL NO. 3: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE, LAYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REAL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 92.43 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10' AND ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; AND SOUTH 32°19'44" WEST, TANGENT TO LAST SAID CURVE AT

LAST SAID POINT, 53.00 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY (WHICH TRACK DIVERGES NORTHERLY FROM SAID CENTER LING OF SAID COMPANY'S DRILL TRACK) AND THE TRUE POINT OF BEGINNING OF THE LINE HEREIN TO BE DESCRIBED; THENCE NORTHERLY ALONG SAID CENTER OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 81.00 FEET TO A POINT; NORTHERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 110.76 FEET TO A POINT; AND NORTH 9°22'01' EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 109.53 FEET.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED 30 FOOT WIDE STRIP OF LAND, HEREIN ABOVE DESCRIBED IN "PARCEL NO. 3, LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

SCHEDULE 3
(ACCESS ROADWAY EASEMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (ROADWAY AREA)

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, &5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO), SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 115.29 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8; THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE, ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 8°40'41" WEST, HAVING A RADIUS OF 5785.096 FEET, A CENTRAL ANGLE OF 0°51'24", AN ARC DISTANCE OF 86.50 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK (WHICH LIES WESTERLY OF AND WHICH DIVERGES NORTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK AND WHICH DRILL TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE), AND WHICH SAID DRILL TRACK CROSSES THE COMMON COUNTY LINE BETWEEN COUNTY OF SAN FRANCISCO AND COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID PARALLEL AND

CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 9°22'01" WEST 67.82 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 367.245 FEET, A CENTRAL ANGLE OF 16°36'08", AN ARC DISTANCE OF 106.41 FEET TO A POINT; AND SOUTH 25°58'09" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 80.17 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE SOUTHWESTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 32°19'44" WEST 107.88 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 271.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 168.08 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 356.47 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SUNNYDALE AVENUE, 66 FEET WIDE; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTH 69°24'23" WEST ALONG SAID PROLONGATION, 65.40 FEET TO A POINT IN THE MOST WESTERLY LINE OF SAID LOT NO. 8, LAST SAID POINT BEING THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN ON SAID MAP HAVING A DISTANCE OF "66.00'"; THENCE NORTH 20°35'37" EAST ALONG LAST SAID WESTERLY LINE, 43.00 FEET TO A LINE PARALLEL WITH AND DISTANT 10.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY PROLONGATION OF THE CENTER LINE OF SAID SUNNYDALE AVENUE; THENCE SOUTH 69°24'23" EAST ALONG LAST SAID PROLONGATION, 13.70 FEET TO A POINT; THENCE EASTERLY AND NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 42°50'23", AN ARC DISTANCE OF 130.85 FEET TO A POINT IN A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE NORTHEASTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 67°45'14" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 246.15 FEET TO A POINT; NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 251.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 155.71 FEET TO A POINT; AND NORTH 32°19'44" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 106.77 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK; THENCE NORTHERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 79.06 FEET TO A POINT; NORTHEASTERLY AND NORTHERLY ON A CURVE TO THE LEFT TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 347.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 100.62 FEET TO A POINT; AND NORTH 9°22'01" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 67.27 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 95.00 FEET WESTERLY, MEASURED RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTHERLY ALONG LAST SAID CONCENTRIC LINE, ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT BEARS NORTH 7°49'17" EAST, HAVING A RADIUS OF 5805.096 FEET, A CENTRAL ANGLE OF 0°53'19", AN ARC DISTANCE OF 90.03 FEET TO SAID NORTHERLY LINE OF SAID LOT NO. 8; THENCE SOUTH 72°09'01" EAST ALONG LAST SAID NORTHERLY LINE, 20.26 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.519 OF AN ACRE, MORE OR LESS.

INGRESS/EGRESS AREA

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 4, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS AT PAGE 40, IN THE OFFICE OF THE COUNTY RECORDERS OF THE CITY AND COUNTY OF SAN FRANCISCO, LYING SOUTHERLY OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT NO. 7 OF SAID PARCEL MAP.

EXHIBIT 3

LICENSE AGREEMENT FOR ENTRY AND USE SURFACE OF PROPERTY

This LICENSE AGREEMENT TO ENTER AND USE SURFACE OF PROPERTY ("Agreement") dated to be effective as of February 18, 2019, is made and entered into by and between 424 Jessie Historic Property, LLC, ("Licensor"), and Proven Management, Inc. ("Licensee").

RECITALS

1. Licensor is the owner or is the authorized agent of the owner of certain premises described as Assessor's Parcel Number Block 5087, Lot 004, situated on or about San Francisco County.

2. Licensee desires permission of Licensor for access to and use of said premises, and Licensor is agreeable to provide access to and use of said premises for the limited purpose and for the limited time as agreed to by the parties herein.

AGREEMENT

Now, therefore, and in consideration of the mutual covenants, promises, and the exchange of consideration described herein, Licensor and Licensee agree as follows:

1. Grant of Right of Entry. Licensor hereby grants the exclusive right ("License") to Licensee and its officers, employees, consultants, contractors, and authorized representatives as well as their respective employees, subcontractors and suppliers, for the purposes and upon the terms and conditions set forth below, to enter upon those certain parcels of real property commonly known and described as Assessor's Parcel Number Block 5087, Lot 004 located to the west of current JPB premises, as depicted as a blue-lined rectangle on the illustration attached hereto as **Exhibit A**, ("Site") or ("Premises"). The license provides Licensee with a non-revocable, temporary, non-possessory and exclusive license to have access to and use of the Site and is not intended to grant any interest in real property of any kind or nature.

2. Permitted Use of Site. Licensee shall have the right to enter and use only the surface of the site for the purpose of loading and off-loading as well as short term storage of materials at the Site, together with necessary rights of ingress and egress to and from the Site depicted by a red arrow as set forth on Exhibit A. Licensee shall not permit any damage or nuisance on the Site, nor permit to be placed any hazardous or explosive material, nor have any right to remove materials or ores within or underlying the Site or its surrounding area.

3. "AS IS" Use. The use permitted by this license is on an "AS IS" basis with all faults of the Site waived or accepted by Licensee. Licensee acknowledges that Licensor has made no representations of any kind in connection with soils, improvements, or physical

condition of the site or the surrounding areas, or bearing on Licensee's use of the Site, whether express or implied.

4. Prior Rights. This License is made subject to all other licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, and claims of title that may affect the Site that are in effect as of the Effective Date of this license, as well as, by the physical terrain or obstructions that may exist thereon.

5. Term of License. The rights granted to Licensee pursuant to this License shall commence on February 18, 2019, and shall terminate on approximately April 18, 2019, but in no case no later than May 13, 2019 (the ~~"Term"~~ "EXTENSION PERIOD"). Licensor hereby grants Licensee and option to extend the License beyond the Term on a week by week basis from the date the Term expires ("Extension Period"). The License shall be non-revocable during the Term, and if applicable, each Extension Period. Exercise of each Extension Period shall be in writing delivered to Licensor no less than 7 calendar days prior to the expiration of the then existing Term or Extension Period. (THE "TERM")

6. Compensation for Use of Property. The sum of ~~Seven~~ Thousand ~~Five Hundred~~ Dollars (~~$7,500.00~~ FIFTEEN $15,000) shall be paid for the Term of License. In the event that Licensee exercises its option to extend the Term, Licensee shall pay One Thousand Seven Hundred Thirty Dollars ($1,730.00) per week. Such payment shall be due in advance of each Extension Period.

7. Permit from Government Agencies. Licensee shall, at its own cost and expense, secure all permits and other authorizations required by law, whether federal, state, local, or city, for its use of the Site as provided by this Agreement and agrees to fully conform to all laws, ordinances, and regulations pertaining thereto. Either Licensor or Licensee may terminate this Lease if any government body seeks to impose any condition or approval of Licensee's use of the Premises that will adversely affect Licensee's use, Licensor's use, the Site, and/or value.

8. Care and Restoration of Premises. Licensee shall keep the Site, including any improveme4nts located thereon, in safe condition and in good order, condition and repair at all times during the License Term. In the event of damage caused by Licensee, Licensee will restore the Premises at its own expense IMMEDIATELY ~~and in a timely manner~~. Upon termination of this Agreement, any and all material or property permitted herein belonging to Licensee will be promptly removed and the Site restored to its original condition.

9. Alterations. Licensee shall not make any alterations, additions, or improvements (collectively "Alterations") in, on, or to the Site without the prior written consent of Licensor~~, which consent shall be unreasonably withheld or delayed.~~

10. Liens. Licensee shall not permit any mechanics' or materialmen's liens, stop orders, or other liens (collectively, "Liens") to be filed against the Site or Licensor's adjacent property by reason of labor or materials furnished at Licensee's instance or request. If any such Liens are filed against the Site or Licensor's adjacent property, Licensee shall cause the same to be discharged of record either by payment of the claim or by posting and recording a bond contemplated by California Civil Code Section 3143, within 20 days after written demand by Licensor. Licensee shall indemnify, hold harmless, and defend Licensor from and against any and all such liens and any sums claimed therein.

11. Indemnification. Licensee shall indemnify and hold h armless Licensor and its respective directors, officers, employees, agents, contractors, any other person acting on Licensor's behalf, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly or severally (collectively, "Licensor Indemnitees") from and against any and all liabilities, penalties, losses, damages, costs, loss of rent, expenses, demands, causes of action, claims of judgments (collectively, "Liabilities") arising out of or in connection with (a) the use, maintenance, occupation, alteration, or improvement of the Site by Licensee, (b) any act, omission or neglect of Licensee, and/or (c) any breach or default by Licensee of any of the terms, covenants or conditions of this Agreement.

12. Insurance. Licensee is required to procure and maintain at its sole cost and expense the following insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of the License.

MINIMUM TYPES AND SCOPE OF INSURANCE

A. Workers Compensation Insurance

   a. Statutory Limits

   b. Such insurance shall include the following endorsements:

      Waiver of Subrogation

B. Commercial General Liability Insurance

   Commercial General Liability Insurance for bodily injury and property damage coverage of at least $1 million per occurrence or claim and a general aggregate limit of at least $2 million. For any construction and public works projects, the insurance shall not have any exclusions for Explosion, Collapse, and Underground perils, and for construction or demolition work within 50 feet of railroad tracks, the contractual liability exclusions for liability assumed shall be deleted.

   a. This insurance shall include coverage for, but not be limited to:

Premises and operations;
Personal injury.

C. Business Automobile Liability Insurance

Business Automobile Liability Insurance providing bodily injury and property damage coverage of at least $1 million per accident or loss. This insurance shall include coverage for:

All Owned vehicles;
Non-Owned vehicles;
Hired or rental vehicles.

Such insurance shall include the following endorsements:

Additional Insured;
Primary and Non-Contributory wording;
Waiver of Subrogation.

Licensee shall promptly deliver to Licensor a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required coverage for the term specified herein. Such certificate shall be delivered to Licensor not less than three business days after to the expiration date of any policy.

13. Non-Liability of Licensor. Licensee shall indemnify and hold Licensor harmless from any damage to the Site including compensation for any loss of income and any bodily injury or death resulting from the use of the Site provided, however, Licensee shall not be obligated to indemnify Licensor to the extent any claim arises out of the sole negligence or willful misconduct of Licensor or its Agents.

14. Default. The occurrence of any of the following shall constitute a material breach and default ("Default") of this Agreement by Licensee:

A. Any failure by Licensee to pay when due any of the moneys or charges payable by Licensee;

B. A failure by Licensee to observe or perform any other provision of this Agreement to be observed or performed by Licensee when such failure is not corrected within 10 days after written notice thereof from Licensor; or if such failure cannot be cured within this 10-day period, as determined by Licensor in its reasonable discretion, if such cure is not commenced within 30 days of Licensor's written notice and thereafter diligently pursued to completion;

C. The happening of any of the following events: (a) filing or institution by Licensee of any proceeding under the Bankruptcy Act and any amendment thereto, or any other

federal or state act now or hereafter relating to the subject of bankruptcy, insolvency, arrangement, reorganization, or other form of debtor relief, (b) the institution or filing of any involuntary proceeding against Licensee under any of the aforementioned laws unless such proceeding is dismissed within 30 days thereafter, (c) an adjudication of bankruptcy or a finding or judgment of insolvency of Licensee, (d) an assignment for the benefit of creditors by Licensee, (e) the levy of a writ of execution of the business of Licensee or the assets of Licensee located on the Premises which is not discharged within 10 days after the date of said levy, or (f) the appointment of a receiver to take possession of any property of Licensee.

15. Remedies. In the event of a Default of Licensee, Licensor may, at any time thereafter, terminate Licensee's right to use the Premises by any lawful means, in which case this License shall terminate, and Licensee shall immediately remove all of its property and improvements and surrender its further use or possession of the Premises to Licensor. Licensor may also pursue any other remedy now or hereafter available to Licensor under the law of California.

16. Surrender of the Premises. Upon expiration or earlier termination of this License, Licensee shall leave the Premises in neat and clean condition, and free of all personal property of Licensee. All repairs, alterations, and/or other improvements made by Licensee shall become the property of Licensor, provided that Licensor may, by written notice given to licensee on not less than 10 days prior to the expiration or termination of this Agreement, require Licensee to remove any such Alterations and improvements from the Premises and to restore the Premises to their original condition prior to termination of this Lease.

17. Holding Over. If Licensee, without Licensor's written consent, remains in possession of all or part of the Premises after expiration or earlier termination of this Agreement, such occupancy shall be construed to be a license for week-to-week subject to the terms and conditions of this Agreement.

18. Attorney's Fees. If either party brings any action against the other to enforce any provision of this License or collect any sum due hereunder, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees, in addition to any other remedies to which it may be entitled.

19. Notices. Except as otherwise specified herein, any notices given under this Agreement shall be effective only if in writing addressed as follows (or to such other address as either party may from time to time specify in writing to the other):

Licensor: 424 Jessie Historic Property, LLC
c/o Martin Building Company

14 Main Street
Tiburon, CA 94920
Attn: Patrick McNerney

Licensee: Proven Management, Inc.
225 3rd Street
Oakland, CA 94607
Attn: William Gilmartin III

20. Miscellaneous Provisions.

A. Non-Waiver. Licensor's failure to enforce or exercise its rights with respect to any provision hereof shall not be construed as a waiver of such rights or of such provision. Acceptance of use charges or any other sum shall not be a waiver of any preceding beach by Licensee of any provision hereof, regardless of Licensor's knowledge of such preceding breach at the time of acceptance of such payment; nor shall such acceptance be a waiver in any way of Licensor's right to terminate this Agreement pursuant to its provisions.

B. Time of Essence. Time is of the essence of each provision of this License. Any reference to "days" shall mean calendar days except as otherwise expressly provided in this License.

C. Entire Agreement. This License sets forth the entire agreement between the parties with respect to the use of the Premises and supersedes all prior and/or contemporaneous agreements, communications, and representations, oral or written, expressed or implied, since the parties intend that this be an integrated agreement. This License may not be modified except by written and executed agreement of the parties.

D. Successors and Assigns. This License shall bind the heirs, executors, administrators, successors, and assigns of any and all of the parties hereto.

E. Authority. Each individual executing this License on behalf of the party they represent hereby warrants that he or she is duly authorized to executed and deliver this License on behalf of their principal, and that this License is binding upon their principal in accordance with its terms.

F. Governing Law. This License shall be governed by and construed in accordance with the laws of California as applied to contracts that are made and to be performed entirely in California.

G. Captions. All captions and heading in this License are for the purposes of reference and convenience only and shall not limit or expand the provisions of this License.

H. Counterparts. This License may be entered into in counterparts, each of which shall be deemed an original but both of which together shall be deemed a single agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused to be executed, this Lease as of the day and year first above written.

Address of Landlord:
14 Main Street
Tiburon, CA 94920

Address of Tenant:
225 3rd Street
Oakland, CA 94607

LANDLORD:
BY MARTIN MCHERNEY DEVELOPMENT, INC, ITS MANAGER

TENANT:

Patrick McNerney
Its: President

William Gilmartin III
Its: Vice President

EXHIBIT 4

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement ("**Agreement**") is made and entered into as of March 2, 2016 (the "**Effective Date**"), by and between Patrick McNerney, an individual ("**Licensor**") and Visitacion Investment, LLC, a California limited liability company ("**Licensee**"), with reference to the following:

RECITALS

A. Licensor is the owner of certain portions of Parcels 4 and 5 as shown on that Parcel Map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, (the "**Real Property**") pursuant to that Quitclaim Deed recorded on February 5, 2015, as Document No. 2015-K016863-00, San Francisco County Recorder. Licensor also owns portions of certain easements described by Exhibit B-Form of Railroad Easement (hereinafter "RR Easements") attached to that Grant Deed issued to Licensee and recorded on August 10, 1990, as Document No. E761808, with a metes and bounds correction made by that "Deed Correcting Description of Rail Easement," as described by Exhibit 1 thereto recorded on August 22, 1991, Document No. E962735, by said Recorder. A true and correct copy of said Deed Correcting Description of Rail Easement which sets forth the RR Easements (as its Exhibit 1 Form of Railroad Easement) is attached hereto as "**Exhibit A.**"

B. The Real Property is located within a larger development currently known as Visitacion Valley Redevelopment, Zone 1, as more particularly depicted on the Tentative Map attached hereto as "**Exhibit B ('Visitacion Valley').**" Licensee owns the remainder of Visitacion Valley other than the Real Property, subject to Licensor's interest in the RR Easements.

C. Licensee intends to perform certain grading, site preparation, utility installations and road construction (**the "Work"**), at Visitacion Valley. In order to complete the Work, Licensee would benefit from access to, over, and through the Real Property including the RR Easements.

D. Licensor is willing to grant temporary access and permission to the Licensee Parties (as hereinafter defined) in accordance with this Agreement.

AGREEMENT

1. **Temporary License**. Licensor hereby grants to Licensee and its agents, contractors, subcontractors and consultants (collectively, the "**Licensee Parties**"), subject to all of the terms and conditions contained in this Agreement, a non-exclusive, temporary license (the "**License**") to access the Real Property and the RR Easements as necessary to complete the Work. The scope and extent of the Work is attached hereto as "**Exhibit C Scope of Work**"). This License is intended to grant Licensee only personal rights and is not a grant of an easement. This License does not create any interest in real property and Licensee's rights hereunder shall be subject and subordinate to any and all existing real property interests except to the extent described herein. This License does not amend or waive any rights of the parties under the RR Easements. Upon termination of this License, any and all rights granted by this License shall terminate and be of no further force or effect.

2. **Term and Termination**. This Agreement shall commence as of the Effective Date and shall continue as to the (a) Real Property and to (b) the RR Easements as follows:

a. As to the Real Property described above, the Temporary License shall expire one (1) year after the Effective Date of this Agreement unless otherwise extended by mutual agreement;

b. As to the RR Easements described above, the Temporary License shall expire five (5) years after the Effective Date of this Agreement unless otherwise extended by mutual agreement.

3. **Compliance with laws**. Licensee shall itself and shall ensure that all Licensee Parties perform the Work in a safe, prudent and professional manner and comply with all applicable laws, ordinances, regulations, and orders of any governmental authority having jurisdiction over the Visitacion Valley, Real Property, or RR Easements, or otherwise applicable to the Work, including, but not limited to, all applicable hazardous materials laws.

4. **Insurance Requirements**. In conducting any activities on, about, or above the Real Property including the RR Easement Area, Licensee shall comply with the following requirements.

a. The Licensee Parties and any other contractors, agents, consultants or other third parties involved in activities associated with the Work shall carry general liability insurance in an amount of not less than Two Million Dollars ($2,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate, which coverage shall include all claims, loss or damage arising out of or resulting from personal injury (including bodily injury), death and/or property damage sustained by any person for any reason that results from the Licensee Parties' access to the Real Property, the RR Easement areas, or undertaking the Work. Licensor shall be named as additional insured to all such insurance policies and Licensee shall provide Licensor with certificates of insurance evidencing said coverage. In addition, Licensee shall provide at least thirty (30) days' notice to Licensor before any cancellation or material reduction in coverage of said insurance policies.

b. The Licensee Parties shall also provide proof of Workers' Compensation insurance and Employers' Liability insurance which shall provide at least thirty (30) days' notice by Licensee to Licensor before any cancellation or material reduction in coverage.

c. Licensee shall protect the Real Property including the RR Easement areas and all improvements thereon from any damage resulting from the Work and if any such damage occurs, Licensee shall immediately restore the Real Property and/or the RR Easement areas to substantially the same condition as existed before the work began, except as described in the Scope of Work and as otherwise agreed to by the parties hereto.

5. **Indemnification of Licensor**. Licensee agrees to indemnify, defend and hold harmless Licensor, and his successors and assigns, as well as their respective officers, directors, shareholders, partners, affiliates, employees, agents, representatives, and the holders of mortgages or other superior interests in the Real Property, including the RR Easement areas, (collectively, the "**Indemnitees**") from and against any and all claims, liabilities, demands, costs, damages, losses, actions, causes of action or judgments (including reasonable legal fees and expenses) which result from or arise out of the Work whether occurring on the RR Easement Area or any place around the RR Easement Area and whether occurring on the Real Property, RR Easement areas or any place around the Real Property and the RR Easement areas and whether occurring prior to, during or subsequent to the term hereof. The Indemnitees shall not be liable to Licensee and Licensee hereby waives all claims against the Indemnitees for any injury or damage to any person or property in or about the Real Property and RR Easement areas for any costs or losses incurred by Licensee as a result of the Work. Licensee's obligations under this Section 5 shall survive the expiration or earlier termination of this Agreement.

6. **Further Assurances**. The parties to this Agreement agree to execute additional instruments and/or perform all further and other acts reasonably necessary to effectuate the purposes and intent of this Agreement.

7. **Notices**. All notices or communications required or permitted under this Agreement or by law shall, unless otherwise provided in the Agreement, be in writing, shall be personally delivered, sent by reputable overnight courier (such as FedEx), or sent by registered, certified, or express mail, return receipt requested and deposited in the United States mail with postage prepaid, addressed to the parties as set forth below. Notices shall be deemed effective either (i) upon delivery or (ii) upon refusal of delivery. Notice of change of address shall be given in a written notice in the manner as stated herein.

If to Licensor:

Martin Building Company
14 Mint Plaza, 5th Floor
San Francisco, CA 94103
Attn: Patrick McNerney

With a copy to:

Reuben, Junius & Rose, LLP
One Bush Street, Suite 600
San Francisco, CA 94101
Attn: Kevin H. Rose

If to Licensee:

Visitacion Investment, LLC
150 Executive Park Blvd., Suite 4000
San Francisco, CA 94134
Attn: Jeff Brooks, CEO

With a copy to:

Visitacion Investment, LLC
150 Executive Park Blvd., Suite 4000
San Francisco, CA 94134
Attn: Douglas L. Walsh, General Counsel

8. **No Amendment**. It is expressly understood and agreed that this Agreement may not be amended, altered, modified or otherwise changed in any respect except by a writing duly executed by both parties to the Agreement and expressly stating that it is an amendment to this Agreement. Defined words or phrases are to be used only for purpose of interpreting this Agreement. This Agreement has been drafted by a joint effort of the parties. Therefore, the

parties waive the benefit of any statute or legal decision providing that any ambiguities in an agreement shall be interpreted against the drafting party.

9. **Counterparts**. This Agreement may be executed in one or more counterparts and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

10. **Electronic Signatures**. Each party (i) has agreed to permit the use, from time to time, of electronically transmitted signatures in order to expedite the transaction contemplated by this Agreement, (ii) intends to be bound by such signatures, (iii) is aware that the other will rely on such signatures, and (iv) acknowledges such reliance and waives any defenses (other than fraud) to the enforcement of any document based on the fact that a signature was sent by electronic transmission. As used herein, the term "**electronically transmitted signature**" shall include any signature sent via facsimile or via email in portable document format ("**.pdf**").

11. **No Assignment**. Neither party shall assign this Agreement to any third party without the express written consent of the other party which consent shall not be unreasonably denied or delayed.

12. **Due Authorization**. The undersigned individuals represent and warrant that they are duly authorized and permitted to enter into this Agreement on behalf of the principal on whose behalf they execute this Agreement.

13. **No Waiver**. The waiver or failure to enforce the performance of any term, covenant or condition herein contained by either party shall not be deemed to be a waiver of such term, covenant or condition or any other or subsequent breach of the same or any other term, covenant or condition of this Agreement.

14. **No Recordation**. This Agreement shall not be recorded by either party.

IN WITNESS WHEREOF, Licensor and Licensee have entered into this Agreement as of the Effective Date set forth above.

LICENSOR:

Patrick McNerney, an individual

LICENSEE:
Visitacion Investment, LLC

3/6/2016
Jeff Brooks, Chief Executive Officer

EXHIBIT "A"

TO TEMPORARY LICENSE AGREEMENT

SAN FRANCISCO CO. RECORDER'S OFFICE
Bruce Carlson, Recorder
DOC - E962735

Thursday, August 22, 1991 09:40:37
Rec 15.00 --- Pg 17.00
Stf 16.00 --- Mic 1.00
Amt 53.00 ---
TOTAL > 453.00
REEL F445 IMAGE 0298

WHEN RECORDED MAIL TO:

Mr. Robert A. Golbert
Tuntex (U.S.A.) Inc.
150 Executive Park Boulevard
Suite 4200
San Francisco, CA 94134

DEED CORRECTING DESCRIPTION OF RAIL EASEMENT

THIS DEED CORRECTING DESCRIPTION OF RAIL EASEMENT (this "Correcting Grant") is executed as of this 23RD day of JULY, 1991, by Southern Pacific Transportation Company, a Delaware corporation ("SPTCo") and Tuntex Properties, Inc. (Brisbane), formerly known as Oyster Point Properties, Inc., a California corporation ("Tuntex") on the basis of the following facts, understandings and intentions:

A. In furtherance of that certain Agreement of Purchase and Sale (the "Sale Agreement") dated as of December 28, 1989 by and among Tuntex, Tuntex (U.S.A.) Inc., a Delaware corporation, and SPTCo, SPTCo conveyed by grant deed certain property (the "Property") described with particularity in the Sale Agreement, reserving therefrom certain easements (the "Easements");

B. Subsequent to the execution of the Sale Agreement and conveyance of the Property, Oyster Point Properties, Inc., a California corporation, changed its name to "Tuntex Properties, Inc. (Brisbane)", without effecting any change in the corporate structure or identity;

C. In that certain executed letter, dated December 29, 1989, (the "Executed Letter"), SPTCo and Tuntex acknowledged and agreed that the legal description of the Easements, as set forth in Exhibit "B" to the grant deed executed and recorded on August 10, 1990 as Instrument No. E761808 in the Official Records of San Francisco County (the "Original Grant Deed") was not prepared by a surveyor, and thus it would be necessary to substitute therefor a legal description based on a survey;

D. Pursuant to the terms of the Executed Letter, SPTCo, at its sole cost and expense, caused a surveyor registered under the laws of the State of California to prepare a new legal description of the Easements attached hereto as Exhibit 1 (the "New Legal Description") and incorporated herein by this reference;

E. Pursuant to the terms of the Executed Letter, SPTCo and Tuntex agreed that, upon Tuntex's approval of the New Legal Description, SPTCo and Tuntex would execute and record in the Official Records of San Francisco County an instrument correcting the description of the Easements by substituting the New Legal Description for the description of the Easements set forth in the Original Grant Deed; and

EXHIBIT A"

F. SPTCo and Tuntex have agreed that the substitution of the description of the Easements set forth in the Original Grant Deed with the New Legal Description shall be effected by the parties' execution and recording of this Correcting Deed.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES AND OTHER VALUABLE CONSIDERATION by the execution and recording hereof, SPTCo and Tuntex hereby correct the Original Grant Deed by:

1. Deleting the legal description of the Easements set forth in the Original Grant Deed; and

2. Substituting therefor the New Legal Description attached hereto as Exhibit 1 and incorporated herein by this reference.

IN WITNESS WHEREOF, SPTCo and Tuntex have executed this Correcting Deed this 30 day of July, 1991.

"SPTCo"

SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation

By: _____
Its: as Vice President

"Tuntex"

TUNTEX (U.S.A.) INC.
a Delaware corporation

By: _____
Its: General Manager

JO:ng

E962735

State of California $
$
City and County of San Francisco $

On July 30, 1991, before me personally appeared Kirk Li (here insert name and title of the officer), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

OFFICIAL SEAL
C. R. ARENA
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY
My Comm. Expires April 21, 1994

Signature C R Arena (Seal)

STATE OF CALIFORNIA
City and County of San Francisco } ss.

E962735

On this 23rd day of JULY in the year One Thousand Nine Hundred and Ninety ONE
before me, JOSEPH F. JUBILADO, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared

S. D. STEEL

known to me (or proved to me on the basis of satisfactory evidence) to be the
VICE PRESIDENT
of the corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named and he acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

OFFICIAL NOTARY SEAL
JOSEPH F. JUBILADO
Notary Public — California
SAN FRANCISCO COUNTY
My Comm. Expires JUN 05, 1995

Joseph F. Jubilado
Notary Public in and for the City and County of San Francisco, State of California

(Corporation)

My Commission Expires June 5, 1995

EXHIBIT "I" E962735

FORM OF RAILROAD EASEMENT

"Grantor excepts from the Property hereby conveyed and reserves unto itself, its successors and assigns:

A perpetual, exclusive easement in, on, under, over and through the locations described in Schedule 1 (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (Access Roadway Easement) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment. All improvements presently existing on or hereafter constructed on the easement area, if owned by Grantor, shall remain the personal property of the Grantor and its successors and assigns. Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and sub tance satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph. Grantor shall defend, indemnify and hold Grantee, its successors and assignees, harmless from and against any liability, damage, cost or expense arising from or in connection with Grantor's use of the property covered by the easement reserved herein.

Notwithstanding the exclusive nature of such easement, Grantor shall permit Grantee, its successors and assigns, (a) such rights of passage on, over, and under such easement area for such public or private streets and rights of way ("Rail Crossings") as Grantee may require to provide reasonable access to any improvements located on the Property, and (b) the right to construct (i) improvements over said easement commencing at a minimum height of thirty-five (35) feet above top of rail and (ii) structural support improvements and other improvements reasonably related to a railroad depot within the easement area ("Improvements"), in all cases subject to (a) approval of the location or locations and the design of such Rail Crossings and Improvements by the Grantor, which approval shall not be unreasonably withheld; (b) such conditions as Grantor may reasonably impose to protect its own operations over such easement area or to comply with applicable law; (c) approval of such Rail Crossings or Improvements by the California Public Utility Commission and by such other governmental and regulatory agencies as may be required; (d) acceptance, to the extent applicable, of such Rail Crossings as dedicated public streets by the City of San Francisco; and (e) construction of the physical improvements constituting such Rail Crossings and Improvements at no expense to the Grantor."

RHS041/1d
Page 1 of 1

AT: SAN JOSE - TUNITAS

SN
30 MAR 90
Rec. 436940

E962735

EXHIBIT "1"
(Schedule 1)

MAIN LINE EASEMENT

Those certain parcels of land situated in the City and County of San Francisco, State of California, described as follows:

Parcel No. 1:

Commencing at the northeasterly corner of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099 and 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, said corner being at the easterly terminus of that certain course shown on said map having a bearing and distance of "N 73°20' W 232.62'"; thence North 72°09'01" West along the northerly line of said Lot No. 8, and also said course, 13.84 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially from the existing center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), and the True Point of Beginning of the parcel of land herein to be described; thence southerly along said concentric line one curve to the left; tangent to said curve at last said point bears South 8°30'54" West, having a radius of 5685.096 feet, a central angle of 2°04'27", an arc distance of 205.81 feet to the northerly line of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument D660213, Reel C867, Page 951, Official Records of said County;

thence North 88°40'13" West along last said northerly line, 8.03 feet to a point for the northwesterly corner of last said land; thence southerly along the westerly line of last said land, on a curve to the left, tangent to last said curve at last said point bears South 6°24'50" West, having a radius of 5691.60 feet, a central angle of 1°34'15", an arc distance of 156.05 feet to a point of compound curve; thence continuing southerly along said westerly line on last said curve to the left, having a radius of 600.00 feet, a central angle of 9°52'28", an arc distance of 103.41 feet to a point in said concentric line; thence leaving said westerly line, southerly along said concentric line, on a curve to the left, tangent to last said curve at last said point bears South 3°49'34" West, having a radius of 5685.096 feet, a central angle of 1°51'01", an arc distance of 183.60 feet; thence South 1°28'31" West 12.80 feet to a point in the common County line between the County of San Francisco and the County of San Mateo, last said point being distant thereon, North 88°58'58" West 61.21 feet from its intersection with the westerly line of Tunnel Avenue, 60 feet in width; thence North 88°58'58" West along said County line and also the southerly line of said Lot No. 8, passing at 25.06 feet the said center line of Southern Pacific Transportation Company's Westbound main track, and continuing for a total distance of 100.13 feet; thence North 1°28'35" East 14.47 feet to a point in a line concentric with and distant 75.00 feet westerly, measured radially from last said center line; thence northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 1°58'33" East, having a radius of 5765.096 feet, a central angle of 6°42'08", an arc distance of 676.72 feet to said northerly line of said Lot No. 8; thence South 72°09'01" East along last said northerly line, passing at 76.11 feet the

said center line of Southern Pacific Transportation Company's westbound main track, and continuing for a total distance of 101.45 feet to the True Point of Beginning, containing an area of 1.513 acres, more or less.

Parcel No. 2:

Commencing at the northerly terminus of that certain course having a distance of 109.964 feet as shown on that certain map entitled, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, and 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County; thence South 17°58'59" West along said course, 3.2 feet to a chain link fence; thence South 32°17'13" West along said fence, 21.6 feet to a fence post; thence South 17°42'55" West, continuing along said fence, 100.2 feet to another fence post; thence South 69°17'37" East, continuing along said fence, 117.3 feet to another fence post; thence North 9°22'01" East, continuing along said fence, 2.0 feet to the True Point of Beginning of the parcel of land herein to be described; thence continuing North 9°22'01" East along said fence, 22.0 feet; thence South 80°37'59" East, leaving said fence, 22.8 feet; thence South 9°22'01" West 22.0 feet; thence North 80°37'59" West 22.8 feet to the True Point of Beginning.

SN
2 Mar. 90
Rev 25 June 9
R.H.S.

E962735

EXHIBIT "1"
(Schedule 2)

DRILL & SPUR TRACK EASEMENT

Those certain parcels or strips of land situated in the City and County of San Francisco, State of California, described as follows:

PARCEL NO. 1

Beginning at the point of intersection of the westerly line of Tunnel Avenue, 60 feet in width, with the common County line between the County of San Francisco and the County of San Mateo; thence North 88°58'58" West along said County line and also the southerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA," as per map filed July 16, 1980 in Book 16 of Maps, Page 40, Records of said County, 39.80 feet to a point in a line concentric and parallel with and distant 15.00 feet westerly, measured radially and at right angles from the center line of Southern Pacific Transportation Company's drill track (which lies easterly of and which diverges southerly from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco) and which crosses said County line at a point distant North 88°58'58" West along said County line 24.41 feet from its intersection with said westerly line of Tunnel Avenue); thence northerly along said concentric and parallel line, the curvature and course thereof as follows: northerly on a curve to the left, tangent to said curve at last said point bears North 12°03'07" West, having a radius of 558.14 feet, a central angle of 2°35'41", an arc distance of 25.28 feet to a point, and North 14°38'48" West, tangent to last said curve at last said point, 50.80 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially, from said center line of Southern Pacific

Transportation Company's westbound main track; thence northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 2°35'12" East, having a radius of 5685.096 feet, a central angle of 1°14'22", an arc distance of 122.98 feet to a point in the westerly line of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to the State of California, recorded June 25, 1985, as Instrument 0660213, Reel D867, Page 591, Official Records of said County; thence southerly along last said westerly line, on a curve to the left, tangent to last said curve at last said point bears South 5°01'53" East, having a radius of 600.00 feet, a central angle of 8°36'56", an arc distance of 90.22 feet; thence South 28°11'12" East, continuing along last said westerly line, 70.12 feet to the easterly line of last said land; thence leaving last said westerly line, North 1°13'47" East along said easterly line, 1.77 feet to said westerly line of Tunnel Avenue; thence South 4°30'58" East along last said westerly line, 48.41 feet to the Point of Beginning, containing an area of 5018 square feet, more or less.

PARCEL NO. 2

A strip of land, 30 feet wide lying equally 15.00 feet on each side of the following described line:

Commencing at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument 0660213, Reel D867, Page 591, Official Records of said County; thence North 6°33'34" West 309.26 feet to a point in the center line of Southern Pacific Transportation Company drill track right of way (which track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose) and which

crosses the common County line between the County of San Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles, from the easterly line of Bayshore Boulevard); thence South 15°19'08" West along said center line of Southern Pacific Transportation Company's drill track right of way, 88.81 feet to a point in the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, last said point being distant North 72°09'01" West along said northerly line, 68.75 feet from the northeasterly corner of said Lot No. 8, last said point being the True Point of Beginning of the line herein to be described; thence southerly and southwesterly and southerly continuing along said center line of Southern Pacific Transportation Company's drill track right of way, the courses and curvatures thereof as follows: South 15°19'08" West 3.62 feet to a point; southerly on a curve to the right, tangent to said curve at last said point is last described course, having a radius of 3564.239 feet, a central angle of 0°22'10", an arc distance of 22.99 feet to a point; South 15°41'18" West, tangent to last said curve at last said point, 152.89 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°38'26", an arc distance of 111.02 feet to a point; South 32°19'44" West, tangent to the last said curve at last said point, 161.72 feet to a point; southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 286.483 feet, a central angle of 35°25'30", an arc distance of 177.35 feet to a point; and South 67°45'14" West, tangent to last said curve at last said point, 544.20 feet.

Excepting therefrom that portion lying easterly of and coincident with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco).

Also, excepting therefrom that portion lying within said County of San Mateo.

PARCEL NO. 3

A strip of land, 30 feet wide, lying equally 15.00 feet on each side of the following described line:

Commencing at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument D660213, Reel D867, Page 591, Official Records of said County; thence North 6°33'34" West 309.26 feet to a point in the center line of Southern Pacific Transportation Company's drill track right of way (which track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose) and which crosses the common County line between the County of San Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles from the easterly line of Bayshore Boulevard); thence southerly along said center line of Southern Pacific Transportation Company's drill track right of way, the courses and curvatures thereof as follows: South 15°19'08" West 92.43 feet to a point; southerly on a curve to the right, tangent to said curve at last said point is last described course, having a radius of 3564.239 feet, a central angle of 0°22'10" an arc distance of 22.99 feet to a point; South 15°41'18" West, tangent to last said

curve at last said point, 152.89 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°38'26", an arc distance of 111.02 feet to a point; and South 32°19'44" West, tangent to last said curve at last said point, 53.00 feet to a point in the center line of Southern Pacific Transportation Company's spur track right of way (which track diverges northerly from said center line of said Company's drill track) and the True Point of Beginning of the line herein to be described; thence northerly along said center line of Southern Pacific Transportation Company's spur track right of way, the courses and curvatures thereof as follows: North 25°58'09" East 81.00 feet to a point; northerly on a curve to the left, tangent to last said curve at last said point is last described course; having a radius of 382.245 feet; a central angle of 16°36'08", an arc distance of 110.76 feet to a point; and North 9°22'01" East, tangent to last said curve at last said point, 109.53 feet.

Excepting therefrom that portion of the above described 30 foot wide strip of land, herein above described in "PARCEL NO. 3, lying easterly of and coincident with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco).

E962735

SD
2 MAPS
REV. 12 MAR

EXHIBIT "1"
(Schedule 3)

ACCESS ROADWAY EASEMENT

Those certain parcels of land situated in the City and County of San Francisco, State of California, described as follows:

PARCEL NO. 1

Beginning at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 25, 1985, as Instrument 0660213, Reel 0867, Page 591, Official Records of said County; thence North 88°46'13" West along the northerly line of said 0.411 acre parcel of land, 33.31 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), said point being distant South 88°46'13" East along said northerly line, 8.08 feet from the northwesterly corner of said 0.411 acre parcel of land; thence northerly along said concentric line, on a curve to the right, tangent to said curve at last said point bears North 6°26'27" East, having a radius of 5685.096 feet, a central angle of 2°04'27", an arc distance of 205.81 feet to the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County; thence South 72°09'01" East along last said northerly line, 13.84 feet to the northeasterly corner of said Lot No. 8; thence South 13°42'29" West along the easterly line of said Lot No. 8 and also the westerly line of Tunnel Avenue, 60

feet in width, 10.88 feet to an angle point therein; thence continuing along said easterly line and also last said westerly line, South 1°13'47" West 190.00 feet to the Point of Beginning, containing an area of 4646 square feet, more or less.

PARCEL NO. 2

Beginning at the point of intersection of the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), said point being distant North 72°09'01" West along said northerly line, 115.29 feet from the northeasterly corner of said Lot No. 8; thence southerly along said concentric line, on a curve to the left, tangent to said curve at last said point bears South 8°40'41" West, having a radius of 5785.096 feet, a central angle of 0°51'24", an arc distance of 86.50 feet to a line parallel and concentric with and distant 15.00 feet westerly, measured at right angles and radially from the center line of Southern Pacific Transportation Company's tail track (which lies westerly of and which diverges northerly from the center line of Southern Pacific Transportation Company's drill track and which drill track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose), and which said drill track crosses the common County line between the County of San

Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles from the easterly line of Bayshore Boulevard); thence southerly and southwesterly along said parallel and concentric line, the courses and curvature thereof as follows: South 9°22'01" West 67.82 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 367.245 feet, a central angle of 16°36'08", an arc distance of 106.41 feet to a point; and South 25°58'09" West, tangent to last said curve at last said point, 80.17 feet to a line parallel and concentric with and distant 15.00 feet northwesterly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's drill track; thence southwesterly along last said parallel and concentric line, the courses and curvature thereof as follows: South 32°19'44" West 107.88 feet to a point; southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 271.843 feet, a central angle of 35°25'30", an arc distance of 168.08 feet to a point; and South 67°45'14" West, tangent to last said curve at last said point, 356.47 feet to the easterly prolongation of the southerly line of Sunnydale Avenue, 66 feet wide; thence leaving last said parallel and concentric line, North 69°24'23" West along said prolongation, 65.40 feet to a point in the most westerly line of said Lot No. 8, last said point being the southerly terminus of that certain course shown on said map having a distance of "66.00"; thence North 20°35'37" East along last said westerly line, 43.00 feet to a line parallel with and distant 10.00 feet northerly, measured at right angles from the easterly prolongation of the center line of said Sunnydale Avenue; thence South 69°24'23" East along last said prolongation, 13.70 feet to a point; thence easterly and northeasterly on a

curve to the left, tangent to last said curve at last said point is last described course, having a radius of 175.00 feet, a central angle of 42°50'23", an arc distance of 130.85 feet to a point in a line parallel and concentric with and distant 35.00 feet northwesterly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's drill track; thence northeasterly along last said parallel and concentric line, the courses and curvature thereof as follows: North 67°45'14" East, tangent to last said curve at last said point, 246.15 feet to a point; northeasterly on a curve to the left, tangent to last said curve at last said point is last described course, having a radius of 251.843 feet, a central angle of 35°25'30", an arc distance of 155.71 feet to a point; and North 32°19'44" East, tangent to last said curve at last said point, 106.11 feet to a line parallel and concentric with and distant 35.00 feet westerly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's tail track; thence northerly along last said parallel and concentric line, the courses and curvature thereof as follows: North 25°58'09" East 79.06 feet to a point; northeasterly and northerly on a curve to the left tangent to last said curve at last said point is last described course, having a radius of 347.245 feet, a central angle of 16°36'08", an arc distance of 100.62 feet to a point; and North 9°22'01" East, tangent to last said curve at last said point, 67.27 feet to a point in a line concentric with and distant 95.00 feet westerly, measured radially from said center line of Southern Pacific Transportation Company's westbound main track; thence leaving last said parallel and concentric line, northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 7°49'17" East, having a radius of 5805.096 feet, a central angle of 0°53'19", an arc distance of 90.03 feet to said northerly line of said Lot No. 8; thence South 72°09'01" East along last said northerly line, 20.26 feet to the Point of Beginning, containing an area of 0.619 of an acre, more or less.

EXHIBIT B

VISITACION VALLEY

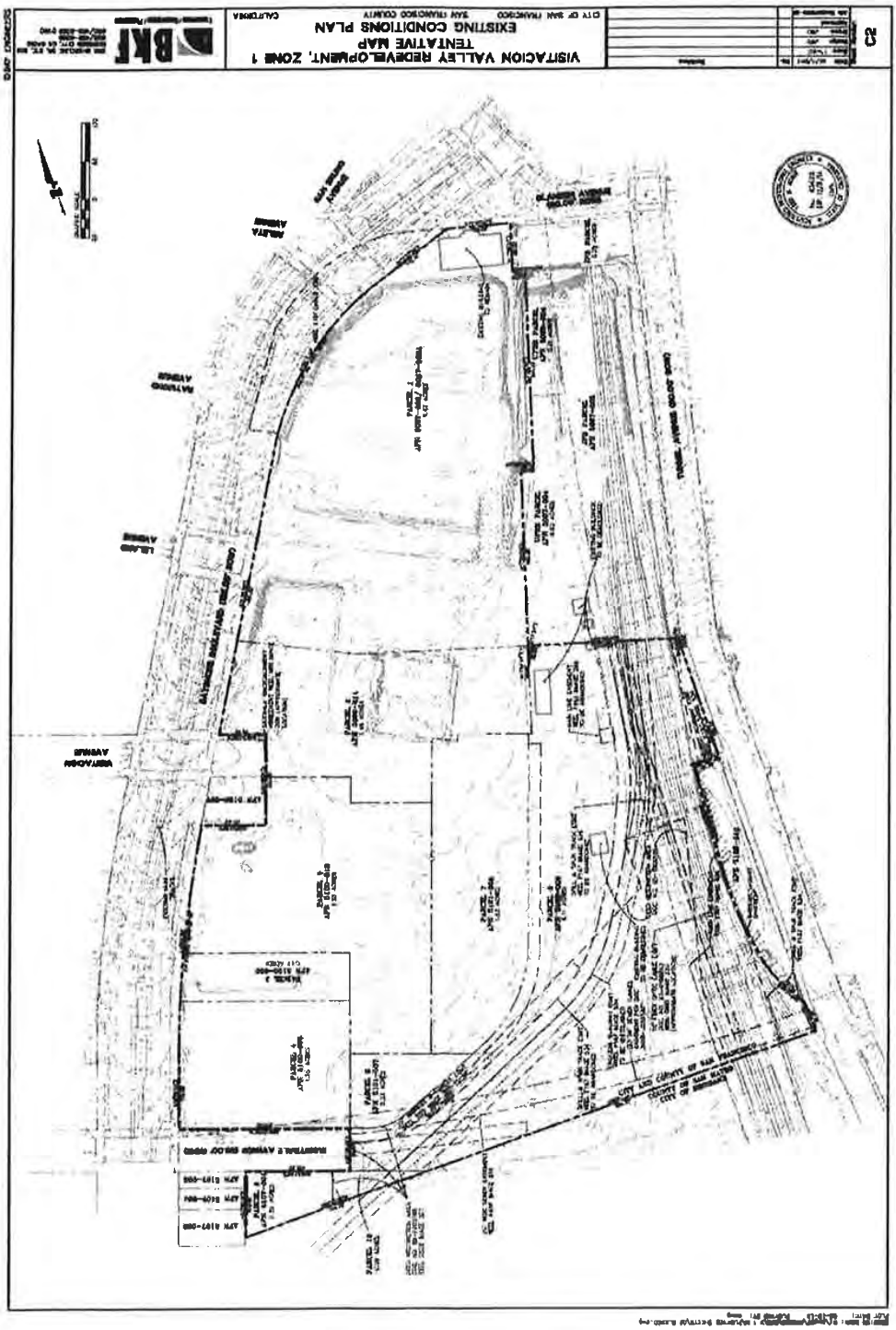


EXHIBIT C

SCOPE OF WORK

SUMMARY

Schlage Lock / Vis Valley Civil Infrastructure Scope of Work Narrative

The Scope of Work to occur near, over, and under the referenced railroad access easement includes, but is not limited to the following:

- Rough grading
- Fine grading
- Low pressure water supply installation
- Stormwater management infrastructure
- Combined sewer installation
- Street preparation and road base installation
- Curb, gutter, and sidewalk preparation
- Dry utility preparation and installation
- Retaining wall construction activity access

These activities (except for retaining wall construction) are described in greater detail by narratives written by civil engineers BKF, and dry-utility engineers RGA, attached hereto.

EXHIBIT 5

From: Patrick M. McNerney <pmcnerney@martinbuilding.com>
Sent: Friday, May 06, 2016 2:15 PM
To: Robert M. Krantz <rmkrantz@up.com>; Doug Walsh <dwalsh@bsdsf.com>
Cc: Howard Pearce <hpearce@upcsf.com>; Pat R. McGill <PRMCGILL@up.com>
Subject: RE: Emailing - 1018_001.pdf--Sale of Union Pacific Property to Patrick McNerney, San Francisco, CA (Folder No. 1567-58)

Thanks for jumping in Rob. Due to the existence of the easements (and their excellent configuration), we are also strongly considering the construction of a data-center on a portion of our site. Thanks again for your assistance.

Patrick McNerney
President

Martin Building Company
14 Mint Plaza, Fifth Floor
San Francisco, CA 94103
t: 415.348.4600 f: 415.348.8058
www.martinbuilding.com

From: Robert M. Krantz [mailto:rmkrantz@up.com]
Sent: Friday, May 06, 2016 11:00 AM
To: Doug Walsh
Cc: Howard Pearce ; Patrick M. McNerney ; Pat R. McGill
Subject: Re: Emailing - 1018_001.pdf--Sale of Union Pacific Property to Patrick McNerney, San Francisco, CA (Folder No. 1567-58)

Doug, Union Pacific sold its Property abutting the former Schlage Lock facility (now owned by UPC) on 2/5/15 to Patrick McNerney, who is copied on this email. In that transaction, Union Pacific quitclaimed the fee interest in its Property along with various easements it held to Mr. McNerney. These easements are subject of your email and attachment below.

I understand that subsequent to Union Pacific's sale to Mr. McNerney, that UPC and he have been in discussions regarding these easements. I do not know who on the UPC side has been involved in those discussions.

As Union Pacific no longer holds an interest in the referenced easements and that these interests were conveyed to Mr. McNerney, please contact him to discuss your interest in having the easement rights quitclaimed to UPC.

Thank you.

Regards,

Robert M. Krantz, Director-Real Estate
Union Pacific Railroad
2603 Camino Ramon, Suite 200
San Ramon, CA 94583

Direct: 925-242-2100
Fax: 402-501-0340
Email: rmkrantz@up.com



From: Doug Walsh <dwalsh@bsdsf.com>
To: "rmkrantz@up.com" <rmkrantz@up.com>
Cc: Howard Pearce <hpearce@upcsf.com>
Date: 05/05/2016 03:00 PM
Subject: Emailing - 1018_001.pdf

This email originated from outside of the company. Please use discretion if opening attachments or clicking on links.

Dear Mr. Krantz: I'm General Counsel for Universal Paragon Corporation (UPC). I've been with UPC a little over a year and am trying to tie up some loose ends with regard to some old RR easements. I've attached a drawing that shows the three easements I'm concerned about highlighted in yellow. These were reserved to the RR when title to the property was transferred to Tuntex (U.S.A), Inc., in August 1990. They are described as:

- Main Line Easement Parcel No. 2;
- Drill and Spur Track Easement Parcel No. 2;
- Drill and Spur Track Easement Parcel No. 3;

Although the easements have been physically abandoned, they are still showing up on title reports as existing easements. I've been tasked with getting these cleared from title and wonder if you have time to meet with me and our Civil Engineer, Howard Pearce, in the next week or two. We'd be happy to travel to your office to discuss. Thanks.

Best wishes
DOUG WALSH

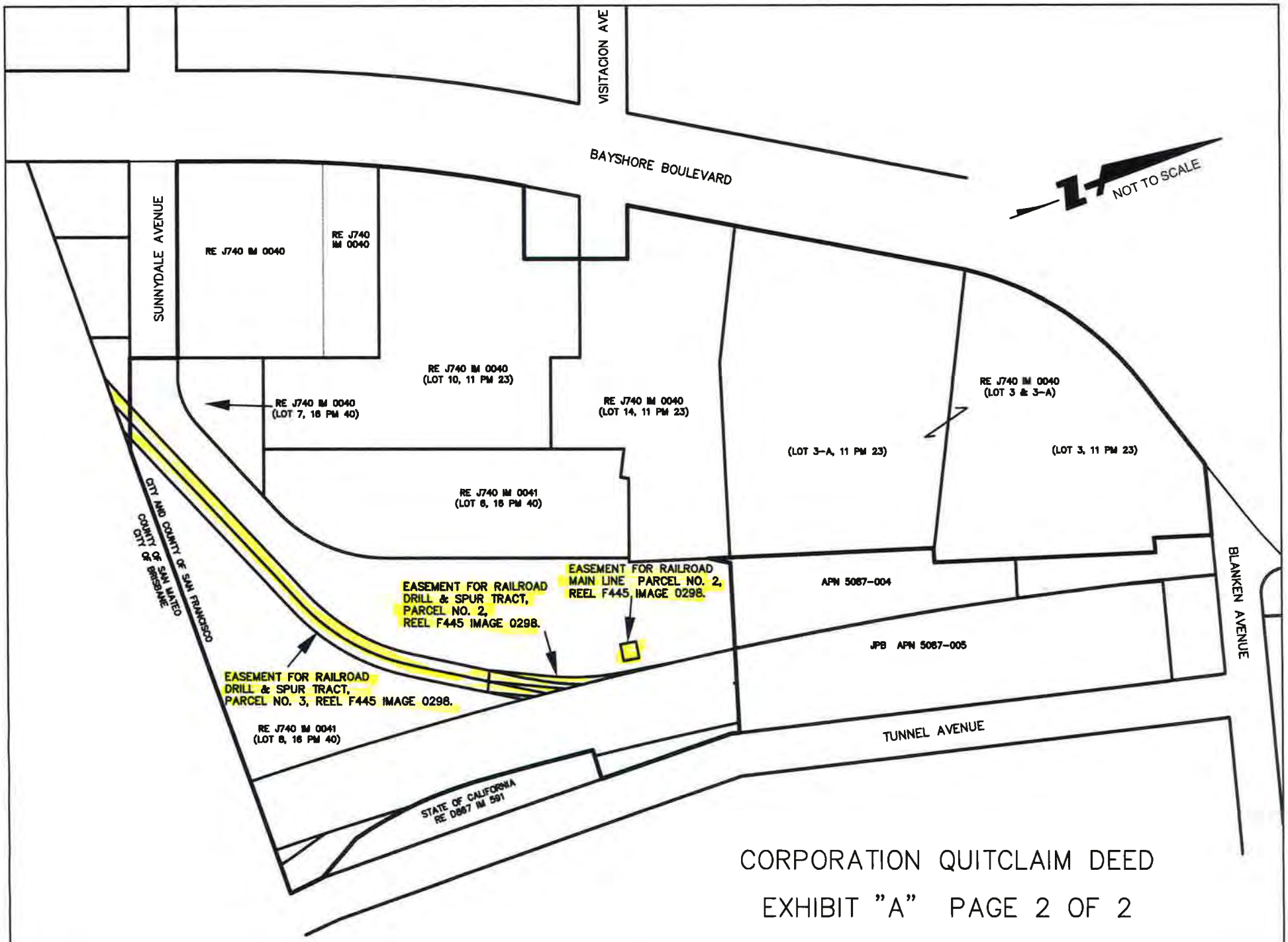

General Counsel
Universal Paragon Corporation
150 Executive Park Blvd., Suite 4000 | San Francisco, CA 94134
Tel: 415-468-6676 ext. 272 | Cell: 310-384-4549
www.universalparagoncorp.com| dwalsh@bsdsf.com

This e-mail may contain confidential or proprietary materials for the sole use of the intended recipient. Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and delete all copies.

**

This email and any attachments may contain information that is confidential and/or privileged for the sole use of the intended recipient. Any use, review, disclosure, copying, distribution or reliance by others, and any forwarding of this email or its contents, without the express permission of the sender is strictly prohibited by law. If you are not the intended recipient, please contact the sender immediately, delete the e-mail and destroy all copies.

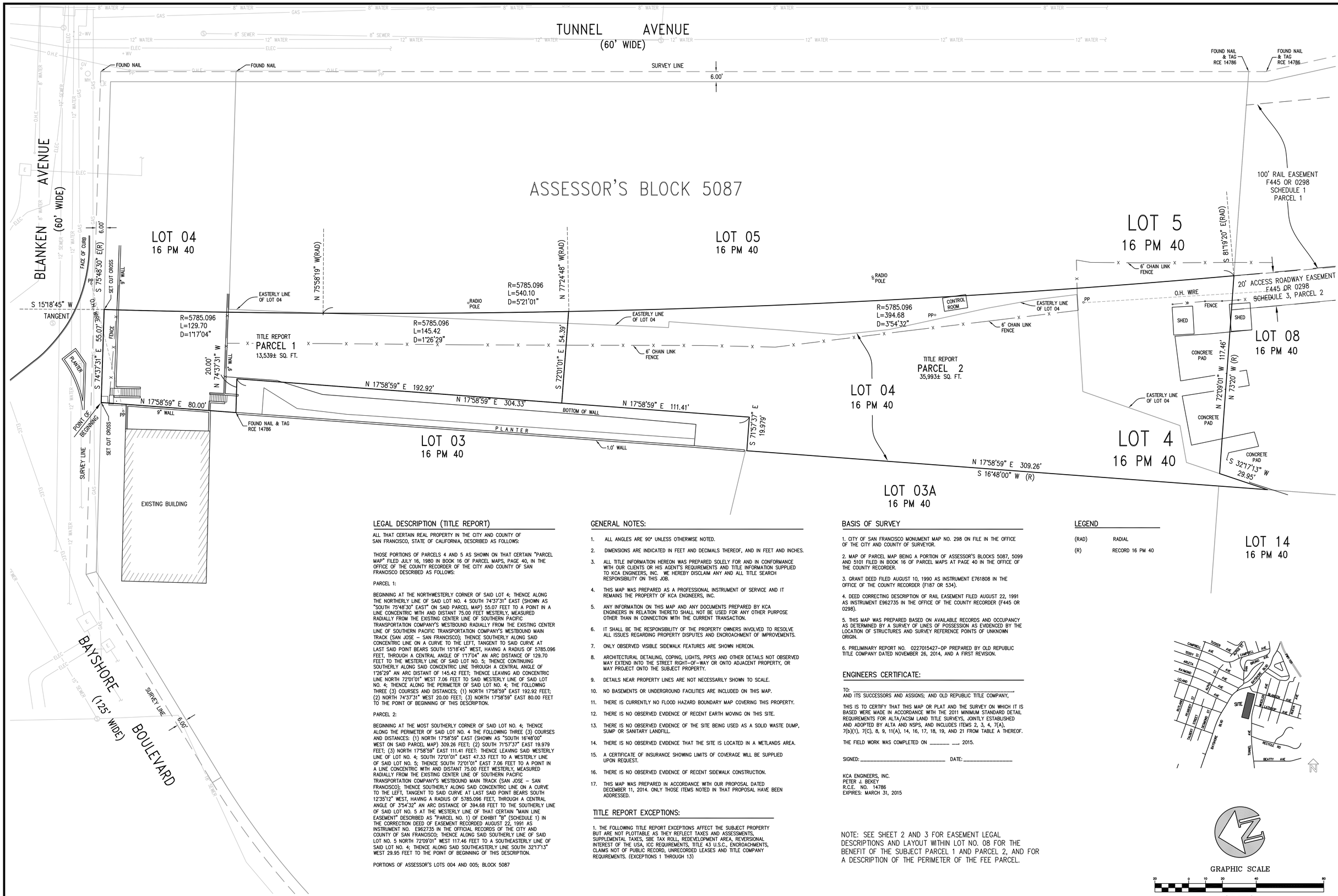
**



CORPORATION QUITCLAIM DEED

EXHIBIT "A" PAGE 2 OF 2

EXHIBIT 6



LEGAL DESCRIPTION (TITLE REPORT)

ALL THAT CERTAIN REAL PROPERTY IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCELS 4 AND 5 AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS, PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT NO. 4 SOUTH 74°37'31" EAST (SHOWN AS "SOUTH 75°48'30" EAST" ON SAID PARCEL MAP) 55.07 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE – SAN FRANCISCO); THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 15°18'45" WEST, HAVING A RADIUS OF 5785.096 FEET, THROUGH A CENTRAL ANGLE OF 1°17'04" AN ARC DISTANCE OF 129.70 FEET TO THE WESTERLY LINE OF SAID LOT NO. 5; THENCE CONTINUING SOUTHERLY ALONG SAID CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 1°26'29" AN ARC DISTANT OF 145.42 FEET; THENCE LEAVING AID CONCENTRIC LINE NORTH 72°01'01" WEST 7.06 FEET TO SAID WESTERLY LINE OF SAID LOT NO. 4; THENCE ALONG THE PERIMETER OF SAID LOT NO. 4; THE FOLLOWING THREE (3) COURSES AND DISTANCES; (1) NORTH 17°58'59" EAST 192.92 FEET; (2) NORTH 74°37'31" WEST 20.00 FEET; (3) NORTH 17°58'59" EAST 80.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL 2:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT NO. 4; THENCE ALONG THE PERIMETER OF SAID LOT NO. 4 THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 17°58'59" EAST (SHOWN AS "SOUTH 16°48'00" WEST ON SAID PARCEL MAP) 309.26 FEET; (2) SOUTH 71°57'37" EAST 19.979 FEET; (3) NORTH 17°58'59" EAST 111.41 FEET; THENCE LEAVING SAID WESTERLY LINE OF LOT NO. 4; SOUTH 72°01'01" EAST 47.33 FEET TO A WESTERLY LINE OF SAID LOT NO. 5; THENCE SOUTH 72°01'01" EAST 7.06 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE – SAN FRANCISCO); THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 12°35'12" WEST, HAVING A RADIUS OF 5785.096 FEET, THROUGH A CENTRAL ANGLE OF 3°54'32" AN ARC DISTANCE OF 394.68 FEET TO THE SOUTHERLY LINE OF SAID LOT NO. 5 AT THE WESTERLY LINE OF THAT CERTAIN "MAIN LINE EASEMENT" DESCRIBED AS "PARCEL NO. 1) OF EXHIBIT "B" (SCHEDULE 1) IN THE CORRECTION DEED OF EASEMENT RECORDED AUGUST 22, 1991 AS INSTRUMENT NO. E962735 IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT NO. 5 NORTH 72°09'01" WEST 117.46 FEET TO A SOUTHEASTERLY LINE OF SAID LOT NO. 4; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 32°17'13" WEST 29.95 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

PORTIONS OF ASSESSOR'S LOTS 004 AND 005; BLOCK 5087

GENERAL NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
2. DIMENSIONS ARE INDICATED IN FEET AND DECIMALS THEREOF, AND IN FEET AND INCHES.
3. ALL TITLE INFORMATION HEREON WAS PREPARED SOLELY FOR AND IN CONFORMANCE WITH OUR CLIENTS OR HIS AGENT'S REQUIREMENTS AND TITLE INFORMATION SUPPLIED TO KCA ENGINEERS, INC. WE HEREBY DISCLAIM ANY AND ALL TITLE SEARCH RESPONSIBILITY ON THIS JOB.
4. THIS MAP WAS PREPARED AS A PROFESSIONAL INSTRUMENT OF SERVICE AND IT REMAINS THE PROPERTY OF KCA ENGINEERS, INC.
5. ANY INFORMATION ON THIS MAP AND ANY DOCUMENTS PREPARED BY KCA ENGINEERS IN RELATION THERETO SHALL NOT BE USED FOR ANY OTHER PURPOSE OTHER THAN IN CONNECTION WITH THE CURRENT TRANSACTION.
6. IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS INVOLVED TO RESOLVE ALL ISSUES REGARDING PROPERTY DISPUTES AND ENCROACHMENT OF IMPROVEMENTS.
7. ONLY OBSERVED VISIBLE SIDEWALK FEATURES ARE SHOWN HEREON.
8. ARCHITECTURAL DETAILING, COPING, LIGHTS, PIPES AND OTHER DETAILS NOT OBSERVED MAY EXTEND INTO THE STREET RIGHT-OF-WAY OR ONTO ADJACENT PROPERTY, OR MAY PROJECT ONTO THE SUBJECT PROPERTY.
9. DETAILS NEAR PROPERTY LINES ARE NOT NECESSARILY SHOWN TO SCALE.
10. NO BASEMENTS OR UNDERGROUND FACILITIES ARE INCLUDED ON THIS MAP.
11. THERE IS CURRENTLY NO FLOOD HAZARD BOUNDARY MAP COVERING THIS PROPERTY.
12. THERE IS NO OBSERVED EVIDENCE OF RECENT EARTH MOVING ON THIS SITE.
13. THERE IS NO OBSERVED EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
14. THERE IS NO OBSERVED EVIDENCE THAT THE SITE IS LOCATED IN A WETLANDS AREA.
15. A CERTIFICATE OF INSURANCE SHOWING LIMITS OF COVERAGE WILL BE SUPPLIED UPON REQUEST.
16. THERE IS NO OBSERVED EVIDENCE OF RECENT SIDEWALK CONSTRUCTION.
17. THIS MAP WAS PREPARED IN ACCORDANCE WITH OUR PROPOSAL DATED DECEMBER 11, 2014. ONLY THOSE ITEMS NOTED IN THAT PROPOSAL HAVE BEEN ADDRESSED.

TITLE REPORT EXCEPTIONS:

1. THE FOLLOWING TITLE REPORT EXCEPTIONS AFFECT THE SUBJECT PROPERTY BUT ARE NOT PLOTTABLE AS THEY REFLECT TAXES AND ASSESSMENTS, SUPPLEMENTAL TAXES, SBE TAX ROLL, REDEVELOPMENT AREA, REVERSIONAL INTEREST OF THE USA, ICC REQUIREMENTS, TITLE 43 U.S.C., ENCROACHMENTS, CLAIMS NOT OF PUBLIC RECORD, UNRECORDED LEASES AND TITLE COMPANY REQUIREMENTS. (EXCEPTIONS 1 THROUGH 13)

BASIS OF SURVEY

1. CITY OF SAN FRANCISCO MONUMENT MAP NO. 298 ON FILE IN THE OFFICE OF THE CITY AND COUNTY OF SURVEYOR.
2. MAP OF PARCEL MAP BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099 AND 5101 FILED IN BOOK 16 OF PARCEL MAPS AT PAGE 40 IN THE OFFICE OF THE COUNTY RECORDER.
3. GRANT DEED FILED AUGUST 10, 1990 AS INSTRUMENT E761808 IN THE OFFICE OF THE COUNTY RECORDER (F187 OR 534).
4. DEED CORRECTING DESCRIPTION OF RAIL EASEMENT FILED AUGUST 22, 1991 AS INSTRUMENT E962735 IN THE OFFICE OF THE COUNTY RECORDER (F445 OR 0298).
5. THIS MAP WAS PREPARED BASED ON AVAILABLE RECORDS AND OCCUPANCY AS DETERMINED BY A SURVEY OF LINES OF POSSESSION AS EVIDENCED BY THE LOCATION OF STRUCTURES AND SURVEY REFERENCE POINTS OF UNKNOWN ORIGIN.
6. PRELIMINARY REPORT NO. 0227015427-DP PREPARED BY OLD REPUBLIC TITLE COMPANY DATED NOVEMBER 26, 2014, AND A FIRST REVISION.

LEGEND

(RAD)	RADIAL
(R)	RECORD 16 PM 40

ENGINEERS CERTIFICATE:

TO: _____
AND ITS SUCCESSORS AND ASSIGNS; AND OLD REPUBLIC TITLE COMPANY,

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 7(A), 7(b)(1), 7(C), 8, 9, 11(A), 14, 16, 17, 18, 19, AND 21 FROM TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON _____ __, 2015.

SIGNED: _____ DATE: _____

KCA ENGINEERS, INC.
PETER J. BEKEY
R.C.E. NO. 14786
EXPIRES: MARCH 31, 2015

NOTE: SEE SHEET 2 AND 3 FOR EASEMENT LEGAL DESCRIPTIONS AND LAYOUT WITHIN LOT NO. 08 FOR THE BENEFIT OF THE SUBJECT PARCEL 1 AND PARCEL 2, AND FOR A DESCRIPTION OF THE PERIMETER OF THE FEE PARCEL.

GRAPHIC SCALE

20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

KCA ENGINEERS, INC.
CONSULTING ENGINEERS • SURVEYORS • PLANNERS
318 BRANNAN ST. • SAN FRANCISCO, CA.94107 • (415) 546-7111 • FAX: (415) 546-9472
E-MAIL : mailbox@kcaengineers.com

APPROVED: _____
APPROVED: _____

CAD FILE	ALTA...	DES. PJB	CADD KB
LOCATION		CKD. PJB	REVD. JH
PLOT DATE	12.22.14	DATE	DEC 2014
DRAWING NO.		JOB NO.	6046

NO.	DATE	DESCRIPTION
	01.12.15	NOTE UPDATE
	01.06.15	REVISED PRELIM TITLE REPORT
	12.23.14	PRELIMINARY
	12.22.14	ORIG. KCA JOB NO. 4547

NO.	DATE	DESCRIPTION
	03.05.15	UTILITIES
	01.27.15	DESCRIPTION CORRECTIONS
	01.20.15	NOTE CORRECTION
	01.15.15	PRELIMINARY TO CLIENT

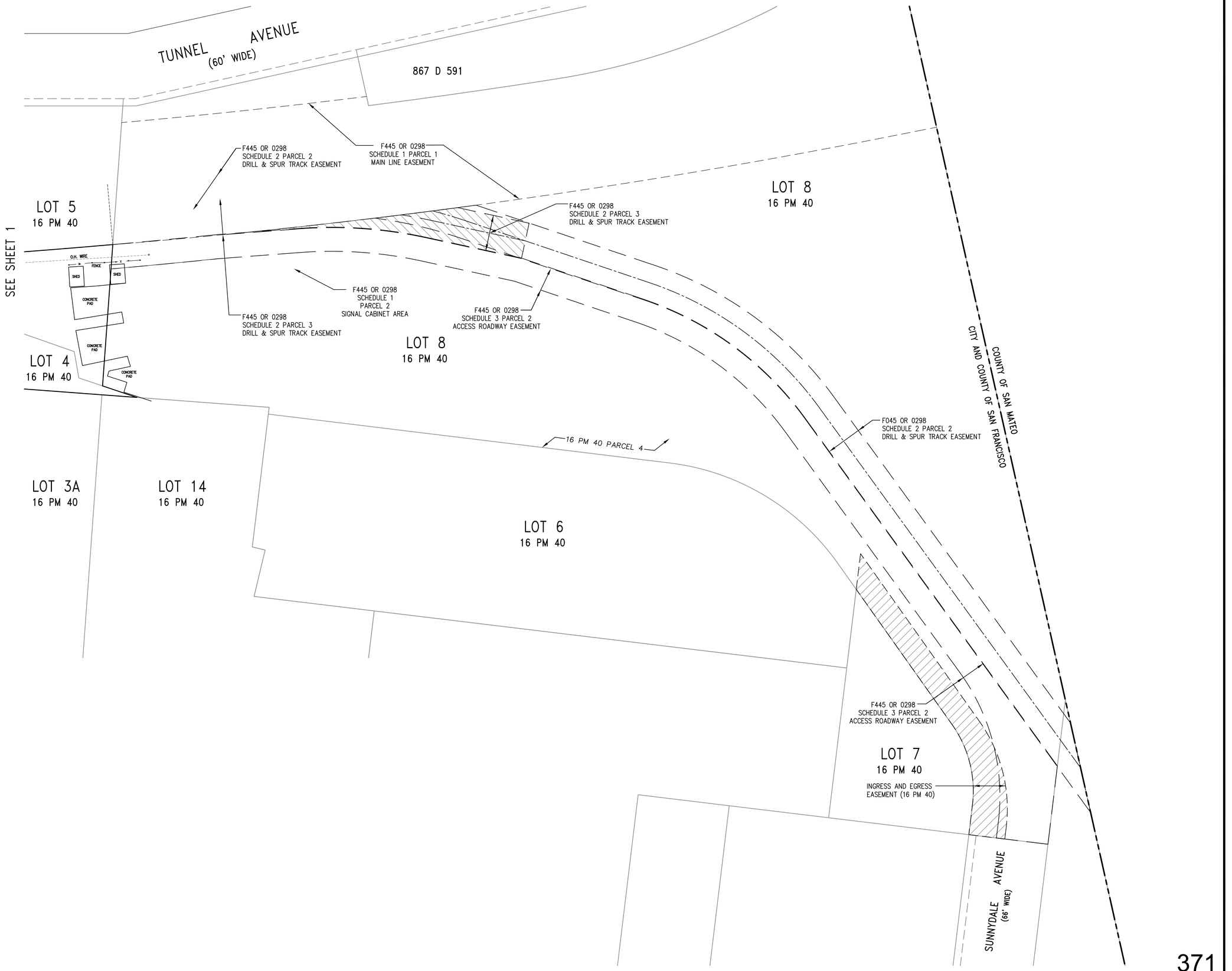
ALTA/ACSM LAND TITLE SURVEY OF
2201 BAYSHORE BOULEVARD
ASSESSOR'S BLOCK 5087, PORTION OF LOT 004 AND 005
SAN FRANCISCO CALIFORNIA

SCALE:
HORIZ.: 1" = 20'
VERT.:

1 OF 3

COMPUTER STATION-SERVER

© COPYRIGHT 2013 KCA ENGINEERS,INC.



GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)

1 inch = 30 ft.

371

KCA ENGINEERS, INC.

CONSULTING ENGINEERS • SURVEYORS • PLANNERS

318 BRANNAN ST. • SAN FRANCISCO, CA.94107 • (415) 546-7111 • FAX: (415) 546-9472

E-MAIL : mailbox@kcaengineers.com

APPROVED:

APPROVED:

CAD FILE ALTA...	DES. PJB	CADD KB	
LOCATION	CKD. PJB	REVD. JH	
PLOT DATE 12.22.14	DATE DEC 2014		
DRAWING NO.	JOB NO. 6046		

REVISIONS

NO.	DATE	DESCRIPTION
	01.12.15	NOTE UPDATE
	01.06.15	REVISED PRELIM TITLE REPORT
	12.23.14	PRELIMINARY
	12.22.14	ORIG. KCA JOB NO. 4547

REVISIONS

NO.	DATE	DESCRIPTION
	03.05.15	UTILITIES
	01.27.15	DESCRIPTION CORRECTIONS
	01.20.15	NOTE CORRECTION
	01.15.15	PRELIMINARY TO CLIENT

ALTA/ACSM LAND TITLE SURVEY OF

2201 BAYSHORE BOULEVARD

ASSESSOR'S BLOCK 5087, PORTION OF LOT 004 AND 005

SAN FRANCISCO CALIFORNIA

SCALE:
HORIZ.: 1" = 30'
VERT.:

2 OF 3

COMPUTER STATION SERVER

© COPYRIGHT 2013 KCA ENGINEERS,INC.

FEE PARCEL

THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN FRANCISCO, CITY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL 4 AND 5 AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS, PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT NO. 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT NO. 4 SOUTH 74°37'31" EAST (SHOWN AS "SOUTH 75°48'30" EAST" ON SAID PARCEL MAP) 55.07 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE – SAN FRANCISCO); THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 15°18'45" WEST, HAVING A RADIUS OF 5785.096 FEET, THROUGH A CENTRAL ANGLE OF 1°17'04" AN ARC DISTANCE OF 129.70 FEET TO THE WESTERLY LINE OF SAID LOT NO. 5; THENCE CONTINUING SOUTHERLY ALONG SAID CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 5°21'01" AN ARC DISTANCE OF 540.10 FEET TO THE SOUTHERLY LINE OF SAID LOT NO. 5; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT NO. 5 NORTH 72°09'01" WEST (SHOWN AS "NORTH 73°20' WEST" ON SAID PARCEL MAP) 117.46 FEET TO SOUTHEASTERLY LINE OF SAID LOT NO. 4; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 32°17'13" WEST 29.95 FEET; THENCE NORTH 17°58'59" EAST (SHOWN AS "SOUTH 16°48'00" WEST" ON SAID PARCEL MAP) 309.26 FEET; THENCE SOUTH 71°57'37" EAST 19.979 FEET; THENCE NORTH 17°58'59" EAST 304.33 FEET; THENCE NORTH 74°37'31" WEST 20.00 FEET; THENCE NORTH 17°58'59" EAST 80.00 FEET TO THE POINT OF BEGINNING.

PORTION OF ASSESSOR'S LOTS 004 AND 005, BLOCK 5087

SCHEDULE 1 (MAIN LINE EASEMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (SIGNAL CABINET AREA)

COMMENCING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE HAVING A DISTANCE OF 109.964 FEET AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, AND 5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY; THENCE SOUTH 17°58'59" WEST ALONG SAID COURSE, 3.2 FEET TO A CHAIN LINK FENCE; THENCE SOUTH 32°17'13" WEST ALONG SAID FENCE, 21.6 FEET TO A FENCE POST; THENCE SOUTH 17°42'55" WEST, CONTINUING ALONG SAID FENCE, 100.2 FEET TO ANOTHER FENCE POST; THENCE SOUTH 69°17'37" EAST, CONTINUING ALONG SAID FENCE, 117.3 FEET TO ANOTHER FENCE POST; THENCE NORTH 9°22'01" EAST, CONTINUING ALONG SAID FENCE, 2.0 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN TO BE DESCRIBED; THENCE CONTINUING NORTH 9°22'01" EAST ALONG SAID FENCE, 22.0 FEET; THENCE SOUTH 80°37'59" EAST, LEAVING SAID FENCE, 22.8 FEET; THENCE SOUTH 9°22'01" WEST 22.0 FEET; THENCE NORTH 80°37'59" WEST 22.3 FEET TO THE TRUE POINT OF BEGINNING.

SCHEDULE 2 (DRILL & SPUR TRACK EASEMENT)

THOSE CERTAIN PARCELS OR STRIPS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE LYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REEL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO – SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTH 15°19'08" WEST ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, 88.81 FEET TO A POINT IN THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, LAST SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 68.75 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8, LAST SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE LINE HEREIN TO BE DESCRIBED; THENCE SOUTHERLY AND SOUTHWESTERLY AND SOUTHERLY CONTINUING ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 3.62 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10", AN ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; SOUTH 32°19'44" WEST, TANGENT TO THE LAST SAID CURVE AT LAST SAID POINT, 161.72 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 286.483 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 177.35 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 544.20 FEET.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE – SAN FRANCISCO).

ALSO, EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAID COUNTY OF SAN MATEO.

PARCEL NO. 3: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE, LAYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REEL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO – SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 92.43 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10" AND AN ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; AND SOUTH 32°19'44" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 53.00 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY (WHICH TRACK DIVERGES NORTHERLY FROM SAID CENTER LING OF SAID COMPANY'S DRILL TRACK) AND THE TRUE POINT OF BEGINNING OF THE LINE HEREIN TO BE DESCRIBED; THENCE NORTHERLY ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 81.00 FEET TO A POINT; NORTHERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 110.76 FEET TO A POINT; AND NORTH 9°22'01" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 109.53 FEET.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED 30 FOOT WIDE STRIP OF LAND, HEREIN ABOVE DESCRIBED IN "PARCEL NO. 3, LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE – SAN FRANCISCO).

SCHEDULE 3 (ACCESS ROADWAY EASEMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (ROADWAY AREA)

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, &5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE – SAN FRANCISCO), SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 115.29 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8; THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE, ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 8°40'41" WEST, HAVING A RADIUS OF 5785.096 FEET, A CENTRAL ANGLE OF 0°51'24", AN ARC DISTANCE OF 86.50 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK (WHICH LIES WESTERLY OF AND WHICH DIVERGES NORTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK AND WHICH DRILL TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO – SAN JOSE), AND WHICH SAID DRILL TRACK CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 9°22'01" WEST 67.82 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 367.245 FEET, A CENTRAL ANGLE OF 16°36'08", AN ARC DISTANCE OF 106.41 FEET TO A POINT; AND SOUTH 25°58'09" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 80.17 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE SOUTHWESTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 32°19'44" WEST 107.88 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 271.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 168.08 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 356.47 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SUNNYDALE AVENUE, 66 FEET WIDE; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTH 69°24'23" WEST ALONG SAID PROLONGATION, 65.40 FEET TO A POINT IN THE MOST WESTERLY LINE OF SAID LOT NO. 8, LAST SAID POINT BEING THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN ON SAID MAP HAVING A DISTANCE OF "66.00"; THENCE NORTH 20°35'37" EAST ALONG LAST SAID WESTERLY LINE, 43.00 FEET TO A LINE PARALLEL WITH AND DISTANT 10.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY PROLONGATION OF THE CENTER LINE OF SAID SUNNYDALE AVENUE; THENCE SOUTH 69°24'23" EAST ALONG LAST SAID PROLONGATION, 13.70 FEET TO A POINT; THENCE EASTERLY AND NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 42°50'23", AN ARC DISTANCE OF 130.85 FEET TO A POINT IN A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE NORTHEASTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 67°45'14" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 246.15 FEET TO A POINT; NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 251.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 155.71 FEET TO A POINT; AND NORTH 32°19'44" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 106.77 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK; THENCE NORTHERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 79.06 FEET TO A POINT; NORTHEASTERLY AND NORTHERLY ON A CURVE TO THE LEFT TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 347.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 100.62 FEET TO A POINT; AND NORTH 9°22'01" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 67.27 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 95.00 FEET WESTERLY, MEASURED RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTHERLY ALONG LAST SAID CONCENTRIC LINE, ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT BEARS NORTH 7°49'17" EAST, HAVING A RADIUS OF 5805.096 FEET, A CENTRAL ANGLE OF 0°53'19", AN ARC DISTANCE OF 90.03 FEET TO SAID NORTHERLY LINE OF SAID LOT NO. 8; THENCE SOUTH 72°09'01" EAST ALONG LAST SAID NORTHERLY LINE, 20.26 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.519 OF AN ACRE, MORE OR LESS.

INGRESS/EGRESS AREA

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 4, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS AT PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, LYING SOUTHERLY OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT NO. 7 OF SAID PARCEL MAP.

KCA ENGINEERS, INC.
CONSULTING ENGINEERS • SURVEYORS • PLANNERS
318 BRANNAN ST. • SAN FRANCISCO, CA.94107 • (415) 546-7111 • FAX: (415) 546-9472
E-MAIL : mailbox@kcaengineers.com

APPROVED:

APPROVED:

CAD FILE	DES.	CADD
ALTA...	PJB	KB
LOCATION	CKD.	REVD.
	PJB	JH
PLOT DATE	DATE	
12.22.14	DEC 2014	
DRAWING NO.	JOB NO.	
	6046	

REVISIONS NO.	DATE	DESCRIPTION
	01.12.15	NOTE UPDATE
	01.06.15	REVISED PRELIM TITLE REPORT
	12.23.14	PRELIMINARY
	12.22.14	ORIG. KCA JOB NO. 4547

REVISIONS NO.	DATE	DESCRIPTION
	03.05.15	UTILITIES
	01.27.15	DESCRIPTION CORRECTIONS
	01.20.15	NOTE CORRECTION
	01.15.15	PRELIMINARY TO CLIENT

ALTA/ACSM LAND TITLE SURVEY OF
2201 BAYSHORE BOULEVARD
ASSESSOR'S BLOCK 5087, PORTION OF LOT 004 AND 005
SAN FRANCISCO CALIFORNIA

SCALE:
HORIZ.: 1" = 20'
VERT.:

3 OF 3

COMPUTER STATION: DESK09

© COPYRIGHT 2013 KCA ENGINEERS,INC.

Jeffrey H. Lowenthal (State Bar No. 111763)
Dana Andreoli (State Bar No. 262068)
Stacey C. Quan (State Bar No. 280004)
STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
Telephone: (415) 421-3400
Facsimile: (415) 421-2234
E-mail: jlowenthal@steyerlaw.com
dandreoli@steyerlaw.com
squan@steyerlaw.com

Attorneys for Defendant and Cross-Complainant
424 Jessie Historic Properties, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

VISITACION INVESTMENT, LLC, a California limited liability company,

Plaintiff,

v.

424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company, all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the Complaint adverse to Plaintiff's title, or any cloud on Plaintiff's title thereto, and DOES 1 through 50, inclusive,

Defendants.

AND RELATED CROSS-ACTION.

Case No. CGC-19-579667

DECLARATION OF STACEY C. QUAN IN SUPPORT OF 424 JESSIE HISTORIC PROPERTIES, LLC'S MOTION FOR SUMMARY JUDGMENT ON COMPLAINT AND CROSS-COMPLAINT OR, ALTERNATIVELY, SUMMARY ADJUDICATION

Date: June 10, 2021
Time: 9:30 a.m.
Dept: 501
Judge: Hon. Charles F. Haines

Action Filed: October 1, 2019
Trial Date: July 12, 2021

I, Stacey C. Quan, declare as follows:

1. I am an attorney at law duly licensed to practice before all of the courts of the state of California and I am an associate in the law firm of Steyer Lowenthal Boodrookas Alvarez & Smith LLP, counsel of record herein for defendant and cross-complainant 424 Jessie Historic Properties, LLC ("JHP"). I make this declaration in support of JHP's motion for summary judgment or, alternatively, summary adjudication on plaintiff and cross-defendant Visitacion Investments, LLC's ("Plaintiff") Complaint and JHP's Cross-Complaint. I have personal knowledge of the within facts and if called as a witness I could and would competently testify thereto.

2. On October 1, 2019, Plaintiff filed its Complaint initiating this action. A true and correct copy of Plaintiff's Complaint filed in this action is attached as Exhibit 7.

3. On or about January 31, 2020, JHP filed its Answer to Plaintiff's Complaint and filed its own Cross-Complaint. A true and correct copy of JHP's Answer is attached as Exhibit 8. A true and correct copy of JHP's Cross-Complaint is attached as Exhibit 9.

4. On February 2, 2021, the person most qualified for Plaintiff, Gregory M. Vilkin, appeared for deposition in this action pursuant to JHP's notice of deposition. Attached hereto as Exhibit 10 is a true and correct copy of the relevant portions of Mr. Vilkin's deposition transcript.

5. On February 24, 2021, I accessed the San Francisco County Planning Department's zoning website, https://sfplanning.org/zoning, and obtained a copy of the current San Francisco Planning Code ("SF Planning Code"). A true and correct copy of relevant excerpts of the SF Planning Code pertaining to the zoning of the JHP Property are attached as Exhibit 11.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on March 22, 2021, at Oakland, California.



Stacey C. Quan

EXHIBIT 7

KENNETH S. KATZOFF (SBN 103490)
STEPHEN PREONAS (SBN 245334)
Katzoff & Riggs LLP
1500 Park Avenue, Suite 300
Emeryville, CA 94608
Tel. (510) 597-1990
Fax. (510) 597-0295

Attorneys for Plaintiff
VISITACION INVESTMENT, LLC

FILED
Superior Court of California
County of San Francisco
OCT 01 2019
CLERK OF THE COURT
BY: J. LaPorte
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO – UNLIMITED JURISDICTION

VISITACION INVESTMENT, LLC, a California limited liability company Plaintiffs, vs. 424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company, all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the Complaint adverse to Plaintiff's title, or any cloud on Plainitff's title thereto, and DOES 1 through 50, inclusive, Defendants.	Case No. CGC-19-579667 **VERIFIED COMPLAINT TO QUIET TITLE, FOR DECLARATORY RELIEF AND FOR PRELIMINARY AND PERMANENT INJUNCTION**

Plaintiff VISITACION INVESTMENT, LLC, a California limited liability company ("Plaintiff"), for its complaint herein, alleges:

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

1. Plaintiff is a California limited liability company that owns 10 contiguous parcels of real property located in the Visitacion Valley neighborhood in the southeast corner of the City and County of San Francisco and commonly known as 2201, 2245, 2500 and 2555 Bay Shore Boulevard, 222 Tunnel Avenue and 289, 290 and 292 Sunnydale Avenue, San Francisco, CA ("the Property"). The Property is also known as Assessor's Parcel Numbers 5087-003; 5087-003A; 5099-014; 5100-002; 5100-003; 5100-010; 5101-006; 5101-007; 5102-009; and 5107-001.

2. Plaintiff was formed to own and develop the Property into of the largest residential developments in San Francisco ("the Project") in a region starved for such projects and suffering from a massive housing shortage.

3. Defendant 424 Jessie Historic Properties, LLC ("JHP") is a California limited liability company located in the City of Tiburon, County of Marin. JHP owns two contiguous parcels of real property known as 2201 Bay Shore Boulevard and 220 Tunnel Avenue, San Francisco ("the JHP Property" or "Parcel B"). The JHP Property is also known as Assessor's Parcel Numbers 5087-004 and 5087-005.

4. Defendants designated as "all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the complaint adverse to Plaintiff's title, or any cloud on plaintiff's title thereto" ("the Unknown Defendants") claim rights, titles, estates, liens, or interests in the Property adverse to Plaintiff's title, and their claims constitute a cloud on Plaintiff's title.

5. Venue is proper in the County of San Francisco because the claims all

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

involve real property located in the County of San Francisco.

6. Plaintiff is unaware of the true names and capacities of defendants sued as DOE 1 through DOE 50 herein and, therefore designates said defendants by fictitious names as permitted by the Code of Civil Procedure. Plaintiff will seek leave to amend this Complaint to state the true names and capacities of defendants DOE 1 through DOE 50 when the same are ascertained. JHP, the Unknown Defendants and DOE 1 through DOE 50 shall hereinafter be referred to collectively as "Defendants."

7. Plaintiff is informed and believes and based thereon alleges that at all times mentioned in this Complaint defendants sued as DOE 1 through DOE 50 herein were the agents and employees of Defendants and, in doing the things alleged in this Complaint, were acting within the course and scope of that agency and employment.

8. The northern and eastern boundary of the Property adjoins a portion of the southern and western boundary of the JHP Property.

9. Prior to the transfer of the Property to Plaintiff, the majority of the Property contained the home of the Schlage Lock Factory and was used for industrial purposes ("the Former Schlage Property"). The Property also includes certain parcels adjacent to the Former Schlage Property that were previously used for commercial railroad purposes ("the Former RR Property"). The Property owned by Plaintiff includes both the Former RR Property and the Former Schlage Property

10. The Former RR Property was previously owned by Southern Pacific Transportation Company, a railroad company ("SPRR") which later merged with Union Pacific Railroad ("UPRR" and with SPRR both collectively "the RR").

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

11. In or about August 1990 the RR transferred a portion of the Former RR Property to Tuntex (U.S.A.), Inc. ("Tuntex"). Tuntex is the previous name of Universal Paragon Corporation ("UPC"). Plaintiff is an affiliate of UPC formed to hold title to the Property and develop the Project.

12. At the time of the 1990 transfer of the Former RR Property from the RR to Tuntex the RR retained two parcels (designated for convenience as "Parcel A" and Parcel B, as defined above) adjacent to the Former RR Property (both collectively "the Dominant Estates") and continued railroad operations on the Dominant Estates.

13. In connection with and in furtherance of its continued railroad operations on the Dominant Estates, at the time of the transfer of the Former RR Property to Tuntex, the RR reserved in itself three easements ("the Easements") over the Former RR Property. These Easements were set forth in the deed transferring the Former RR Property from the RR, as Grantor, to Tuntex, as Grantee, recorded August 10, 1990 as Document No. E761808 ("the 1990 RR Deed").

14. The three Easements the RR reserved in itself over the Former RR Property are set forth in Exhibit B to the 1990 RR Deed. The 1990 RR Deed specifies the following purpose for the Easements:

> to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment.

The Easements listed in Exhibit B are referred to as "Form of Railroad Easement" and consist of the following three "Schedules":

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

- Schedule 1 – Railroad Main Line Easement – describing a "main track"
- Schedule 2 – Drill & Spur Track Easement – describing a "drill track right of way" and "spur track right of way"
- Schedule 3 – Access Roadway Easement

A true and correct copy of the 1990 RR Deed, including Exhibit B describing the Easements as the Form of Railroad Easement is attached as Exhibit 1.

15. A metes and bounds description of the Easements provided by a surveyor was subsequently set forth in a "Deed Correcting Description of Rail Easement" recorded on August 22, 1991 as Document No. E962735 ("the 1991 RR Correction Deed" and with the 1990 RR Deed both collectively "the RR Deeds") and which replaced the metes and bounds description of the Easements in the 1990 RR Deed. The 1991 RR Correction Deed incorporated verbatim as Exhibit 1 the stated purpose and terms of the Easements set forth in Exhibit B to the 1990 RR Deed and described the Easements as "Form of Railroad Easement." A true copy of the 1991 RR Correction Deed is attached as Exhibit 2.

16. Exhibit B to the 1990 RR Deed, and the identical Exhibit 1 to the 1991 RR Correction Deed both describe the Easements and the potential abandonment and termination of all or a portion of the Easements as follows:

> Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance a satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph

17. The RR later transferred one of the Dominant Estates to UPC and the other to Patrick McNerney, an experienced real estate developer in San Francisco.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

McNerney is the owner and manager of the corporation that manages defendant JHP. The RR transferred what is now the JHP Property to McNerney who subsequently conveyed the property to JHP. The RR transferred the other of the Dominant Estates to UPC who in turn transferred this property to Plaintiff.

18. The RR transferred the JHP Property to McNerney pursuant to a February 5, 2015 "Quitclaim Deed" recorded as Document No. 2015-K016863-00 ("the 2015 RR Deed") pursuant to which the RR disclaimed any interest in the Easements. A true copy of the 2015 RR Deed is attached as Exhibit 3. McNerney transferred the JHP Property to JHP pursuant to a Grant Deed dated September 14, 2016 and recorded in San Francisco as Document No. 2016-K328238. A true copy of this deed is attached as Exhibit 4.

19. Plaintiff is now developing its respective portion of the Dominant Estates for mixed use, multi-family housing. Plaintiff's plan for the Project incorporates one of the Dominant Estates it obtained from the RR into its development of the entirety of the Property. Plaintiff's plan for the Project relinquishes all of its rights to the Easements to accommodate the Project because Plaintiff has not used and does not intend to use the Easements or the Property for railroad purposes and such Easements have been abandoned and terminated as provided for in the RR Deeds describing the Easements.

20. Though smaller in scale than Plaintiff's Project, JHP has also created a plan for a residential real estate development project on the JHP Property ("the JHP Project" and with the Project, both collectively, "the Projects"). On May 8, 2015, in connection with the JPH's proposed development of the JPH Property, JPH submitted a

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Preliminary Project Assessment application to the San Francisco Planning Department. ("the 2015 JHP PPA Application"). The 2015 JHP PPA Application proposed a project consisting of two new residential buildings with a total of 205 dwelling units. A true copy of the 2015 JHP PPA Application is attached as Exhibit 5.

21. The 2015 JHP PPA Application was assigned for review by the San Francisco Planning Department ("SF Planning") as Case No. 2015-006509PPA. In response, SF Planning issued a Preliminary Project Assessment on August 7, 2015 ('the 2015 JHP PPA"). A true copy of the 2015 JHP PPA is attached as Exhibit 6.

22. Neither of the Dominant Estates owned by Plaintiff and JHP have been used for railroad purposes for at least 10 years. Plaintiff is informed and believes that JHP has no intention to resume railroad operations on the JHP Property.

23. Based upon the conveyance of the Dominant Estates to JHP and Plaintiff for the purpose of real estate development and the intention of JHP and Plaintiff to redevelop the Dominant Estates as commercial and residential properties, and not railroad operations, the Easements have been abandoned and terminated.

24. In connection with the Project Plaintiff intends to convert the Property from an industrial use to a residential and commercial use. To accomplish its development goals and to maximize the public benefit of the Project, including providing convenient access to public transit, streets and open space, it is necessary for Plaintiff to use the land contained within the metes and bounds descriptions of the Easements for both access to the Project and/or for permanent improvements to the Property.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

25. In obtaining approvals of and designing the Project, pursuant to Exhibit B to the 1990 RR Deed (and Exhibit 1 to the 1991 RR Correction Deed) Plaintiff, as the successor in interest to the Grantee referenced in the deed, has requested that JHP, as the successor in interest to the Grantor referenced in the deed, execute and deliver to Plaintiff a quitclaim deed relinquishing the Easements. To date, JHP has refused to execute this document, or any other document relinquishing the Easements.

FIRST CAUSE OF ACTION
(Quiet Title – Against All Defendants)

26. Each of the allegations of paragraphs 1 through 25 are incorporated as if fully set forth herein.

27. Plaintiff alleges that Defendants have relinquished any and all property rights in the Easements and that the Easements have been abandoned and/or terminated.

28. Plaintiff alleges that Defendants have without right continued to claim an interest in the Easements adverse to Plaintiff.

29. Plaintiff claims its full legal and equitable interest in the Property, including such portions of the Property described in the Easements.

30. Plaintiff seeks to quiet title in and to Plaintiff against all adverse claims of Defendants, which claims are without any right whatever and interfere, trespass or encroach upon Plaintiff's use of the Property.

31. Plaintiff seeks to quiet title as of September 2019, the date that Plaintiff requested that JHP relinquish its rights in the Easements pursuant to the terms of Exhibit B to the 1990 RR Deed and Exhibit 1 to the 1991 RR Correction Deed.

WHEREFORE, the Plaintiff prays for relief as set forth below.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

SECOND CAUSE OF ACTION
(For Declaratory Relief re Termination and Abandonment of the Easements – Against All Defendants)

32. Each of the allegations of paragraphs 1 through 31 are incorporated as if fully set forth herein.

33. An actual controversy has arisen and exists between Plaintiff and Defendants. Plaintiff contends that any rights in the Easements that Defendants may claim have been abandoned or terminated due the abandonment of any railroad use on the JHP Property. Plaintiff further contends that pursuant to the RR Deeds describing the Easements specifying abandonment and termination of the Easements, JHP has relinquished the Easements as a result of the change of use of the JHP Property from railroad purposes and that Plaintiff is free to obstruct the Easements in connection with the redevelopment of the Property and the Project. JHP contends that it maintains its rights in the Easements described in the RR Deeds and that Plaintiff cannot obstruct the Easements in connection with Plaintiff's development of the Property and the Project.

34. Plaintiff seeks a final declaration and determination as to the present dispute regarding estate, ownership, rights and interest in the Easements.

WHEREFORE, Plaintiffs pray for relief as set forth below.

THIRD CAUSE OF ACTION
(For Preliminary and Permanent Injunction – Against all Defendants)

35. Each of the allegations of paragraphs 1 through 34 are incorporated as if fully set forth herein.

36. Plaintiff seeks to restrain Defendants from interfering with Plaintiff's development of the Property and the Project or otherwise violating Plaintiff's rights as

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

owner of the Property, including by failing to relinquish all rights to the Easements as requested by Plaintiff pursuant to the RR Deeds.

37. Unless and until enjoined and restrained by order of this court, Defendants' continuing assertion of rights in the abandoned and/or terminated Easements will cause grave and irreparable injury to Plaintiff by jeopardizing Plaintiff's efforts to obtain approvals for and proceed with and complete the Project.

38. Plaintiff has no adequate remedy at law for the continuing conduct of Defendants because the irreversible loss and continuous injury to its land cannot be compensated in damages. Further, it would be impossible for the Plaintiff to determine the precise amount of damages Plaintiff will suffer if the Defendants' conduct is not restrained, as it would result in Defendants being able to restrain Plaintiff's use and redevelopment of the Property in perpetuity and contrary to the express terms of the RR Deeds.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

PRAYER FOR RELIEF

Plaintiffs request the Court to grant relief herein as follows:

1. For judgment quieting Plaintiff's title to the Property free and clear of any rights set forth in the Easements and terminating the Easements.

2. For a judicial declaration that the Easements have been abandoned, terminated and/or otherwise modified based upon the facts and circumstances.

3. For a preliminary, and permanent injunction, enjoining Defendants from continuing to wrongfully assert rights in the Easements.

4. For costs.

5. For such other and further relief as the Court concludes to be just and proper under the circumstances.

Dated: September 30, 2019

KATZOFF & RIGGS LLP

STEPHEN G. PREONAS

Attorneys for Plaintiff
VISITACION INVESTMENT, LLC

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

VERIFICATION

I, Greg Vilkin am a manager of Visitacion Investment, LLC, plaintiff in this action and I am authorized to execute this verification on its behalf. I declare that I have reviewed the foregoing Verified Complaint and know its contents. The matters stated in this document are true to my own knowledge except as to the matters which are therein stated on our information or belief and, as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed September 30, 2019



GREG VILKIN

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

RECORDING REQUESTED BY

SAN FRANCISCO, CA
RECORDER'S OFFICE
Bruce Jamison Recorder
DOC- E761808
TICOR Title Company
Friday, August 10, 1990 12:48:00PM
Rec 15.00 --- Pg 17.00
Vic 1.00 ---
AFN 20.00 --- Amt
TOTAL => REEL F187 IMAGE 0524

AND WHEN RECORDED MAIL TO

Name Tuntex (U.S.A.), Inc.
Street Address 150 Executive Park Blvd., Suite 4200
City State Zip San Francisco, California 94134
Attn: Stephen C.H. Lin, Ph.D

5102-9
5102-1
5102-6

17

SPACE ABOVE THIS LINE FOR RECORDER'S USE

☐ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
☐ COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES REMAINING THEREON AT TIME OF SALE
Shown on Separate Statement
pursuant to Section 11932,
Revenue & Taxation Code
Signature of declarant or agent determining tax -- firm name

GRANT DEED

AFNA

FOR VALUE RECEIVED, Southern Pacific Transportation Company ("Grantor"), a Delaware corporation, grants to Tuntex (U.S.A.), Inc., a Delaware corporation ("Grantee") all this certain real property located in the City and County of San Francisco, State of California, and as more particularly described in Exhibit A, attached hereto and by this reference incorporated herein (the "Property");

TOGETHER WITH all rights and easements appurtenant thereto;

SUBJECT TO a lien to secure payment of current taxes and assessments and all easements, rights of way, covenants, conditions and restrictions, leases and other exceptions to title which are of record; and

EXCEPTING AND RESERVING unto Grantor that certain Form of Railroad Easement as more particularly described in Exhibit B, attached hereto and by this reference incorporated herein.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed this 1ST day of August, 1990.

"Grantor"

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By: W.B. Curtis
Its: Vice President
W.B. Curtis

Attest: B.J. Medina
Its: ASSISTANT SECRETARY
B.J. Medina

S.F. Recorder's Office AUG 10 1990

STATE OF CALIFORNIA
City and County of San Francisco } ss.

On this 2ND day of AUGUST in the year One Thousand Nine Hundred and Ninety

before me, ROBERT E. JOHNSON, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared

W. B. CURTIS & B. J. MEDINA

known to me (or proved to me on the basis of satisfactory evidence) to be the Its Vice President & ASST. SECRETARY of the corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

OFFICIAL SEAL
ROBERT E. JOHNSON
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Comm. Expires Jan. 22, 1993

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Corporation

Robert E. Johnson
Notary Public in and for the City and County of San Francisco, State of California.

My commission Expires January 22, 1993

PJK
7-25-90

EXHIBIT "A"

S.F. Recorder's Office AUG 10 1990

LEGAL DESCRIPTION

All that real property situated in the City and County of San Francisco, State of California, described as follows:

PARCEL ONE:

Lot 6, as said lot is shown on the map of Parcel Map Book 16, Page 40, filed July 16, 1980, in the Office of the County Recorder of the City and County of San Francisco, State of California.

PARCEL TWO:

Lot 8, as said lot is shown on the map of Parcel Map Book 16, Page 40, filed July 16, 1980, in the Office of the County Recorder of the City and County of San Francisco, State of California.

Excepting therefrom that portion of said land described as follows:

Commencing at a point in that certain course having a length of 596.75 feet as shown in the easterly line of said Lot 8, distant thereon South 1°16'55" West 190.00 feet from the northerly terminus of said course; thence continuing along said course South 1°16'55" West 408.52 feet to the southerly terminus of said course; thence leaving said course, North 28°08'04" West 70.12 feet to a point in a line that is concentric with and distant 18 feet easterly, measured radially from the existing center line of Southern Pacific Transportation Company's spur track and the existing center line of Southern Pacific Transportation Company's westbound main track (San Francisco-San Luis Obispo); thence along said concentric line as follows: Northerly on a curve to the right, having a radius of 600.00 feet, a central angle of 18°29'24" (tangent to said curve at last mentioned point bears North 13°35'41" West), an arc distance of 193.63 feet to a point of compound curve, and northerly on a curve to the right, having a radius of 5691.69 feet, a central angle of 1°34'15", an arc distance of 156.05 feet; thence leaving said concentric line, South 88°43'05" East 41.39 feet to the point of commencement.

S.F. Recorder's Office AUG 10 1990

PARCEL THREE:

Commencing at a point on the southerly line of Sunnydale Avenue, distant thereon 105 feet and 8 inches easterly from the easterly line of Milliken Street; running thence easterly along the said southerly line of Sunnydale Avenue 138 feet and 8 inches; thence at a right angle southerly 224 feet and 5 inches; thence at a right angle westerly 138 feet and 8 inches; and thence at a right angle northerly 224 feet and 5 inches to the point of commencement.

Excepting therefrom that portion lying within San Mateo County.

PARCEL FOUR:

Commencing at a point on the southerly line of Sunnydale Avenue (formerly Tobin Street), distant thereon 244 feet 4 inches easterly from the easterly line of Milliken Street; running thence South 71-1/2° East along the southerly line of Sunnydale Avenue 277 feet 4 inches; thence South 18-1/2° West 224 feet 5 inches; thence North 71-1/2° West 277 feet 4 inches; thence North 18-1/2° East 224 feet 5 inches to the point of commencement.

Excepting therefrom that portion lying within San Mateo County.

EXHIBIT "B" AUG 10 1990

FORM OF RAILROAD EASEMENT

"Grantor excepts from the Property hereby conveyed and reserves unto itself, its successors and assigns:

A perpetual, exclusive easement in, on, under, over and through the locations described in Schedule 1 (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (Access Roadway Easement) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment. All improvements presently existing on or hereafter constructed on the easement area, if owned by Grantor, shall remain the personal property of the Grantor and its successors and assigns. Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph. Grantor shall defend, indemnify and hold Grantee, its successors and assignees, harmless from and against any liability, damage, cost or expense arising from or in connection with Grantor's use of the property covered by the easement reserved herein.

Notwithstanding the exclusive nature of such easement, Grantor shall permit Grantee, its successors and assigns, (a) such rights of passage on, over, and under such easement area for such public or private streets and rights of way ("Rail Crossings") as Grantee may require to provide reasonable access to any improvements located on the Property, and (b) the right to construct (i) improvements over said easement commencing at a minimum height of thirty-five (35) feet above top of rail and (ii) structural support improvements and other improvements reasonably related to a railroad depot within the easement area ("Improvements"), in all cases subject to (a) approval of the location or locations and the design of such Rail Crossings and Improvements by the Grantor, which approval shall not be unreasonably withheld; (b) such conditions as Grantor may reasonably impose to protect its own operations over such easement area or to comply with applicable law; (c) approval of such Rail Crossings or Improvements by the California Public Utility Commission and by such other governmental and regulatory agencies as may be required; (d) acceptance, to the extent applicable, of such Rail Crossings as dedicated public streets by the City of San Francisco; and (e) construction of the physical improvements constituting such Rail Crossings and Improvements at no expense to the Grantor."

RHS041/1d
Page 1 of 1

SN
30 MAR 90
: REV 12 JUN 90

EXHIBIT "B"
(Schedule 1)

S.F. Recorder's Office AUG 10 1990

MAIN LINE EASEMENT

Those certain parcels of land situated in the City and County of San Francisco, State of California, described as follows:

Parcel No. 1:

Commencing at the northeasterly corner of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099 and 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, said corner being at the easterly terminus of that certain course shown on said map having a bearing and distance of "N 73°20' W 232.62'"; thence North 72°09'01" West along the northerly line of said Lot No. 8, and also said course, 13.84 feet to point in a line concentric with and distant 25.00 feet easterly, measured radially from the existing center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), and the True Point of Beginning of the parcel of land herein to be described; thence southerly along said concentric line on a curve to the left, tangent to said curve at last said point bears South 9°30'54" West, having a radius of 5685.096 feet, a central angle of 2°04'27", an arc distance of 205.81 feet to the northerly line of the 0.411 acre parcel of land described in deed dated June 13, 1935, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument 0660213, Reel

S.F. Recorder's Office AUG 10 1990

0867, Page 951, Official Records of said County; thence North 88°46'13" West along last said northerly line, 8.03 feet to a point for the northwesterly corner of last said land; thence southerly along the westerly line of last said land, on a curve to the left, tangent to last said curve at last said point bears South 6°24'50" West, having a radius of 5691.60 feet, a central angle of 1°34'15", an arc distance of 156.05 feet to a point of compound curve; thence continuing southerly along said westerly line on last said curve to the left, having a radius of 600.00 feet, a central angle of 9°52'28", an arc distance of 103.41 feet to a point in said concentric line; thence leaving said westerly line, southerly along said concentric line, on a curve to the left, tangent to last said curve at last said point bears South 3°49'34" West, having a radius of 5685.096 feet, a central angle of 1°51'01", an arc distance of 183.60 feet; thence South 1°28'31" West 12.80 feet to a point in the common County line between the County of San Francisco and the County of San Mateo, last said point being distant thereon, North 88°58'58" West 61.21 feet from its intersection with the westerly line of Tunnel Avenue, 60 feet in width; thence North 88°58'58" West along said County line and also the southerly line of said Lot No. 8, passing at 25.06 feet the said center line of Southern Pacific Transportation Company's Westbound main track, and continuing for a total distance of 100.13 feet; thence North 1°28'35" East 14.47 feet to a point in a line concentric with and distant 75.00 feet westerly, measured radially from last said center line; thence

S.F. Recorder's Office AUG 10 1990

northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 1°58'33" East, having a radius of 5785.096 feet, a central angle of 6°42'08", an arc distance of 676.72 feet to said northerly line of said Lot No. 8; thence South 72°09'01" East along last said northerly line, passing at 76.11 feet the said center line of Southern Pacific Transportation Company's westbound main track, and continuing for a total distance of 101.45 feet to the True Point of Beginning, containing an area of 1.513 acres, more or less.

Parcel No. 2:

Commencing at the southerly terminus of that certain course having a distance of 109.964 feet as shown on that certain map entitled, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S Block 5087, 5099, and 5101, SAN FRANCISCO, CALIFORNIA", as per map file July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County; thence North 17°58'59" East along said course, 3.2 feet to a chain link fence; thence North 32°17'13" East along said fence, 21.6 feet to a fence post; thence South 17°42'55" West, continuing along said fence, 100.2 feet to another fence post; thence North 69°17'37" West, continuing along said fence, 117.3 feet to another fence post; thence South 9°22'01" West, continuing along said fence, 2.0 feet to the True Point of Beginning of the parcel of land herein to be described; thence continuing South 9°22'01" West along said fence, 22.0 feet; thence North 80°37'59" West, leaving said fence, 22.8 feet; thence North 9°22'01" East 22.0 feet; thence South 80°37'59" East 22.8 feet to the True Point of Beginning.

SN
2 Mar 90
Rev 25 July 90
RHS.

EXHIBIT "B"
(Schedule 2)

S.F. Recorder's Office AUG 10 1990

DRILL & SPUR TRACK EASEMENT

Those certain parcels or strips of land situated in the City and County of San Francisco, State of California, described as follows:

PARCEL NO. 1

Beginning at the point of intersection of the westerly line of Tunnel Avenue, 60 feet in width, with the common County line between the County of San Francisco and the County of San Mateo; thence North 88°58'58" West along said County line and also the southerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA," as per map filed July 16, 1980 in Book 16 of Maps, Page 40, Records of said County, 39.80 feet to a point in a line concentric and parallel with and distant 15.00 feet westerly, measured radially and at right angles from the center line of Southern Pacific Transportation Company's drill track (which lies easterly of and which diverges southerly from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco) and which crosses said County line at a point distant North 88°58'58" West along said County line 24.41 feet from its intersection with said westerly line of Tunnel Avenue); thence northerly along said concentric and parallel line, the curvature and course thereof as follows: northerly on a curve to the left, tangent to said curve at last said point bears North 12°03'07" West, having a radius of 558.14 feet, a central angle of 2°35'41", an arc distance of 25.28 feet to a point, and North 14°38'48" West, tangent to last said curve at last said point, 50.80 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially, from said center line of Southern Pacific

S.F. Recorder's Office AUG 10 1990

Transportation Company's westbound main track; thence northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 2°35'12" East, having a radius of 5685.096 feet, a central angle of 1°14'22", an arc distance of 122.98 feet to a point in the westerly line of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to the State of California, recorded June 25, 1985, as Instrument D660213, Reel D867, Page 591, Official Records of said County; thence southerly along last said westerly line, on a curve to the left, tangent to last said curve at last said point bears South 5°01'53" East, having a radius of 600.00 feet, a central angle of 8°36'56", an arc distance of 90.22 feet; thence South 28°11'12" East, continuing along last said westerly line, 70.12 feet to the easterly line of last said land; thence leaving last said westerly line, North 1°13'47" East along said easterly line, 1.77 feet to said westerly line of Tunnel Avenue; thence South 4°30'58" East along last said westerly line, 48.41 feet to the Point of Beginning, containing an area of 5018 square feet, more or less.

PARCEL NO. 2

A strip of land, 30 feet wide lying equally 15.00 feet on each side of the following described line:

Commencing at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument D660213, Reel D867, Page 591, Official Records of said County; thence North 6°33'34" West 309.26 feet to a point in the center line of Southern Pacific Transportation Company drill track right of way (which track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose) and which

Assessor's Office AUG 10 1990

crosses the common County line between the County of San Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles, from the easterly line of Bayshore Boulevard); thence South 15°19'08" West along said center line of Southern Pacific Transportation Company's drill track right of way, 88.81 feet to a point in the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, last said point being distant North 72°09'01" West along said northerly line, 68.75 feet from the northeasterly corner of said Lot No. 8, last said point being the True Point of Beginning of the line herein to be described; thence southerly and southwesterly and southerly continuing along said center line of Southern Pacific Transportation Company's drill track right of way, the courses and curvatures thereof as follows: South 15°19'08" West 3.62 feet to a point; southerly on a curve to the right, tangent to said curve at last said point is last described course, having a radius of 3564.239 feet, a central angle of 0°22'10", an arc distance of 22.99 feet to a point; South 15°41'18" West, tangent to last said curve at last said point, 152.89 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°38'26", an arc distance of 111.02 feet to a point; South 32°19'44" West, tangent to the last said curve at last said point, 161.72 feet to a point; southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 286.483 feet, a central angle of 35°25'30", an arc distance of 177.35 feet to a point; and South 67°45'14" West, tangent to last said curve at last said point, 544.20 feet.

S.F. Recorder's Office AUG 10 1990

Excepting therefrom that portion lying easterly of and coincident with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco).

Also, excepting therefrom that portion lying within said County of San Mateo.

PARCEL NO. 3

A strip of land, 30 feet wide, lying equally 15.00 feet on each side of the following described line:

Commencing at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument 0660213, Reel 0867, Page 591, Official Records of said County; thence North 6°33'34" West 309.26 feet to a point in the center line of Southern Pacific Transportation Company's drill track right of way (which track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose) and which crosses the common County line between the County of San Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles from the easterly line of Bayshore Boulevard); thence southerly along said center line of Southern Pacific Transportation Company's drill track right of way, the courses and curvatures thereof as follows: South 15°19'08" West 92.43 feet to a point; southerly on a curve to the right, tangent to said curve at last said point is last described course, having a radius of 3564.239 feet, a central angle of 0°22'10" an arc distance of 22.99 feet to a point; South 15°41'18" West, tangent to last said

S.J. Recorder's Office AUG 10 1990

curve at last said point, 152.89 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°38'26", an arc distance of 111.02 feet to a point; and South 32°19'44" West, tangent to last said curve at last said point, 53.00 feet to a point in the center line of Southern Pacific Transportation Company's spur track right of way (which track diverges northerly from said center line of said Company's drill track) and the True Point of Beginning of the line herein to be described; thence northerly along said center line of Southern Pacific Transportation Company's spur track right of way, the courses and curvatures thereof as follows: North 25°58'09" East 81.00 feet to a point; northerly on a curve to the left, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°36'08", an arc distance of 110.76 feet to a point; and North 9°22'01" East, tangent to last said curve at last said point, 109.53 feet.

Excepting therefrom that portion of the above described 30 foot wide strip of land, herein above described in "PARCEL NO. 3, lying easterly of and coincident with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco).

S.F. Assessor's Office AUG 10 1990

EXHIBIT "B"
(Schedule 3)

ACCESS ROADWAY EASEMENT

Those certain parcels of land situated in the City and County of San Francisco, State of California, described as follows:

PARCEL NO. 1

Beginning at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument D660213, Reel D867, Page 591, Official Records of said County; thence North 88°46'13" West along the northerly line of said 0.411 acre parcel of land, 33.31 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), said point being distant South 88°46'13" East along said northerly line, 8.08 feet from the northwesterly corner of said 0.411 acre parcel of land; thence northerly along said concentric line, on a curve to the right, tangent to said curve at last said point bears North 6°26'27" East, having a radius of 5685.096 feet, a central angle of 2°04'27", an arc distance of 205.81 feet to the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County; thence South 72°09'01" East along last said northerly line, 13.84 feet to the northeasterly corner of said Lot No. 8; thence South 13°42'29" West along the easterly line of said Lot No. 8 and also the westerly line of Tunnel Avenue, 60

S.F. Recorder's Office AUG 10 1990

feet in width, 10.88 feet to an angle point therein; thence continuing along said easterly line and also last said westerly line, South 1°13'47" West 190.00 feet to the Point of Beginning, containing an area of 4646 square feet, more or less.

PARCEL NO. 2

Beginning at the point of intersection of the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), said point being distant North 72°09'01" West along said northerly line, 115.29 feet from the northeasterly corner of said Lot No. 8; thence southerly along said concentric line, on a curve to the left, tangent to said curve at last said point bears South 8°40'41" West, having a radius of 5785.096 feet, a central angle of 0°51'24", an arc distance of 86.50 feet to a line parallel and concentric with and distant 15.00 feet westerly, measured at right angles and radially from the center line of Southern Pacific Transportation Company's tail track (which lies westerly of and which diverges northerly from the center line of Southern Pacific Transportation Company's drill track and which drill track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose), and which said drill track crosses the common County line between the County of San

AUG 10 1990

Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles from the easterly line of Bayshore Boulevard); thence southerly and southwesterly along said parallel and concentric line, the courses and curvature thereof as follows: South 9°22'01" West 67.82 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 367.245 feet, a central angle of 16°36'08", an arc distance of 106.41 feet to a point; and South 25°58'09" West, tangent to last said curve at last said point, 80.17 feet to a line parallel and concentric with and distant 15.00 feet northwesterly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's drill track; thence southwesterly along last said parallel and concentric line, the courses and curvature thereof as follows: South 32°19'44" West 107.88 feet to a point; southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 271.843 feet, a central angle of 35°25'30", an arc distance of 168.08 feet to a point; and South 67°45'14" West, tangent to last said curve at last said point, 356.47 feet to the easterly prolongation of the southerly line of Sunnydale Avenue, 66 feet wide; thence leaving last said parallel and concentric line, North 69°24'23" West along said prolongation, 65.40 feet to a point in the most westerly line of said Lot No. 8, last said point being the southerly terminus of that certain course shown on said map having a distance of "66.00'"; thence North 20°35'37" East along last said westerly line, 43.00 feet to a line parallel with and distant 10.00 feet northerly, measured at right angles from the easterly prolongation of the center line of said Sunnydale Avenue; thence South 69°24'23" East along last said prolongation, 13.70 feet to a point; thence easterly and northeasterly on a

S.F. Recorder's Office AUG 10 1990

curve to the left, tangent to last said curve at last said point is last described course, having a radius of 175.00 feet, a central angle of 42°50'23", an arc distance of 130.85 feet to a point in a line parallel and concentric with and distant 35.00 feet northwesterly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's drill track; thence northeasterly along last said parallel and concentric line, the courses and curvature thereof as follows: North 67°45'14" East, tangent to last said curve at last said point, 246.15 feet to a point; northeasterly on a curve to the left, tangent to last said curve at last said point is last described course, having a radius of 251.843 feet, a central angle of 35°25'30", an arc distance of 155.71 feet to a point; and North 32°19'44" East, tangent to last said curve at last said point, 106.77 feet to a line parallel and concentric with and distant 35.00 feet westerly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's tail track; thence northerly along last said parallel and concentric line, the courses and curvature thereof as follows: North 25°58'09" East 79.06 feet to a point; northeasterly and northerly on a curve to the left tangent to last said curve at last said point is last described course, having a radius of 347.245 feet, a central angle of 16°36'08", an arc distance of 100.62 feet to a point; and North 9°22'01" East, tangent to last said curve at last said point, 67.27 feet to a point in a line concentric with and distant 95.00 feet westerly, measured radially from said center line of Southern Pacific Transportation Company's westbound main track; thence leaving last said parallel and concentric line, northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 7°49'17" East, having a radius of 5805.096 feet, a central angle of 0°53'19", an arc distance of 90.03 feet to said northerly line of said Lot No. 8; thence South 72°09'01" East along last said northerly line, 20.26 feet to the Point of Beginning, containing an area of 0.519 of an acre, more or less.

SAN FRANCISCO RECORDER'S OFFICE
Bruce Bellson, Recorder
DOC - E962735

Thursday, August 22, 1991 09:40:37a
Rec 15.00 --- Pg 17.00
Scp 18.00 --- Mi 1.00
Cert 30.00 ---
TOTAL 63.00 63.00
REEL F445 IMAGE 0298

WHEN RECORDED MAIL TO:

Mr. Robert A. Colbert
Tuntex (U.S.A.) Inc.
150 Executive Park Boulevard
Suite 4200
San Francisco, CA 94134

DEED CORRECTING DESCRIPTION OF RAIL EASEMENT

THIS DEED CORRECTING DESCRIPTION OF RAIL EASEMENT (this "Correcting Grant"), is executed as of this 23RD day of JULY, 1991, by Southern Pacific Transportation Company, a Delaware corporation ("SPTCo") and Tuntex Properties, Inc. (Brisbane), formerly known as Oyster Point Properties, Inc., a California corporation ("Tuntex") on the basis of the following facts, understandings and intentions:

A. In furtherance of that certain Agreement of Purchase and Sale (the "Sale Agreement") dated as of December 28, 1989 by and among Tuntex, Tuntex (U.S.A.) Inc., a Delaware corporation, and SPTCo, SPTCo conveyed by grant deed certain property (the "Property") described with particularity in the Sale Agreement, reserving therefrom certain easements (the "Easements");

B. Subsequent to the execution of the Sale Agreement and conveyance of the Property, Oyster Point Properties, Inc., a California corporation, changed its name to "Tuntex Properties, Inc. (Brisbane)", without effecting any change in the corporate structure or identity;

C. In that certain executed letter, dated December 29, 1989, (the "Executed Letter"), SPTCo and Tuntex acknowledged and agreed that the legal description of the Easements, as set forth in Exhibit "B" to the grant deed executed and recorded on August 10, 1990 as Instrument No. C761808 in the Official Records of San Francisco County (the "Original Grant Deed") was not prepared by a surveyor, and thus it would be necessary to substitute therefor a legal description based on a survey;

D. Pursuant to the terms of the Executed Letter, SPTCo, at its sole cost and expense, caused a surveyor registered under the laws of the State of California to prepare a new legal description of the Easements attached hereto as Exhibit 1 (the "New Legal Description") and incorporated herein by this reference;

E. Pursuant to the terms of the Executed Letter, SPTCo and Tuntex agreed that, upon Tuntex's approval of the New Legal Description, SPTCo and Tuntex would execute and record in the Official Records of San Francisco County an instrument correcting the description of the Easements by substituting the New Legal Description for the description of the Easements set forth in the Original Grant Deed; and

EXH. 4

7. SPTCo and Tuntex have agreed that the substitution of the description of the Easements set forth in the Original Grant Deed with the New Legal Description shall be effected by the parties' execution and recording of this Correcting Deed.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES AND OTHER VALUABLE CONSIDERATION by the execution and recording hereof, SPTCo and Tuntex hereby correct the Original Grant Deed by:

1. Deleting the legal description of the Easements set forth in the Original Grant Deed; and

2. Substituting therefor the New Legal Description attached hereto as Exhibit 1 and incorporated herein by this reference.

IN WITNESS WHEREOF, SPTCo and Tuntex have executed this Correcting Deed this 30 day of July, 1991.

"SPTCo"

SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation

By: _____

Its: Asst Vice President

"Tuntex"

TUNTEX (U.S.A.) INC, a Delaware corporation

By: _____

Its: Executive Manager

JO:ng

4-2

E962735

State of California)
) ss
City and County of San Francisco)

On July 30, 1991, before me personally appeared J. Eric Li (here insert name and title of the officer), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

OFFICIAL SEAL
C. A. IRISH
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY
My Comm. Expires Sept 25, 1992

Signature C M Freda (Seal)

4-3

STATE OF CALIFORNIA
City and County of San Francisco } ss.

E962735

On this 23rd day of JULY in the year One Thousand Nine Hundred and Ninety ONE
before me, JOSEPH F. JUBILADO, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared

S. D. STEEL

known to me (or proved to me on the basis of satisfactory evidence) to be the
VICE PRESIDENT
of the corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named and he acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in my office in the City and County of San Francisco, the day and year in this certificate first above written.

OFFICIAL NOTARY SEAL
JOSEPH F. JUBILADO
Notary Public — California
SAN FRANCISCO COUNTY
My Comm. Expires JUN 01 1995

Joseph F. Jubilado
Notary Public in and for the City and County of San Francisco, State of California.

(Corporation)

My Commission Expires June 1, 1995

4-4

EXHIBIT "1"

E962735

FORM OF RAILROAD EASEMENT

"Grantor excepts from the Property hereby conveyed and reserves unto itself, its successors and assigns:

A perpetual, exclusive easement in, on, under, over and through the locations described in Schedule 1 (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (Access Roadway Easement) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment. All improvements presently existing on or hereafter constructed on the easement area, if owned by Grantor, shall remain the personal property of the Grantor and its successors and assigns. Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph. Grantor shall defend, indemnify and hold Grantee, its successors and assignees, harmless from and against any liability, damage, cost or expense arising from or in connection with Grantor's use of the property covered by the easement reserved herein.

Notwithstanding the exclusive nature of such easement, Grantor shall permit Grantee, its successors and assigns, (a) such rights of passage on, over, and under such easement area for such public or private streets and rights of way ("Rail Crossings") as Grantee may require to provide reasonable access to any improvements located on the Property, and (b) the right to construct (i) improvements over said easement commencing at a minimum height of thirty-five (35) feet above top of rail and (ii) structural support improvements and other improvements reasonably related to a railroad depot within the easement area ("Improvements"), in all cases subject to (a) approval of the location or locations and the design of such Rail Crossings and Improvements by the Grantor, which approval shall not be unreasonably withheld; (b) such conditions as Grantor may reasonably impose to protect its own operations over such easement area or to comply with applicable law; (c) approval of such Rail Crossings or Improvements by the California Public Utility Commission and by such other governmental and regulatory agencies as may be required; (d) acceptance, to the extent applicable, of such Rail Crossings as dedicated public streets by the City of San Francisco; and (e) construction of the physical improvements constituting such Rail Crossings and Improvements at no expense to the Grantor."

RHS041/1d
Page 1 of 1

4-5

EXHIBIT "I" E962735

FORM OF RAILROAD EASEMENT

"Grantor excepts from the Property hereby conveyed and reserves unto itself, its successors and assigns:

A perpetual, exclusive easement in, on, under, over and through the locations described in Schedule 1 (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (Access Roadway Easement) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment. All improvements presently existing on or hereafter constructed on the easement area, if owned by Grantor, shall remain the personal property of the Grantor and its successors and assigns. Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph. Grantor shall defend, indemnify and hold Grantee, its successors and assignees, harmless from and against any liability, damage, cost or expense arising from or in connection with Grantor's use of the property covered by the easement reserved herein.

Notwithstanding the exclusive nature of such easement, Grantor shall permit Grantee, its successors and assigns, (a) such rights of passage on, over, and under such easement area for such public or private streets and rights of way ("Rail Crossings") as Grantee may require to provide reasonable access to any improvements located on the Property, and (b) the right to construct (i) improvements over said easement commencing at a minimum height of thirty-five (35) feet above top of rail and (ii) structural support improvements and other improvements reasonably related to a railroad depot within the easement area ("Improvements"), in all cases subject to (a) approval of the location or locations and the design of such Rail Crossings and Improvements by the Grantor, which approval shall not be unreasonably withheld; (b) such conditions as Grantor may reasonably impose to protect its own operations over such easement area or to comply with applicable law; (c) approval of such Rail Crossings or Improvements by the California Public Utility Commission and by such other governmental and regulatory agencies as may be required; (d) acceptance, to the extent applicable, of such Rail Crossings as dedicated public streets by the City of San Francisco; and (e) construction of the physical improvements constituting such Rail Crossings and Improvements at no expense to the Grantor."

RHS041/1d
Page 1 of 1

SN
30 MAR 90
Rec. 4 PM 90

E962735

EXHIBIT "1"
(Schedule 1)

MAIN LINE EASEMENT

Those certain parcels of land situated in the City and County of San Francisco, State of California, described as follows:

Parcel No. 1:

Commencing at the northeasterly corner of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099 and 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, said corner being at the easterly terminus of that certain course shown on said map having a bearing and distance of "N 73°20' W 232.62'"; thence North 72°09'01" West along the northerly line of said Lot No. 8, and also said course, 13.84 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially from the existing center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), and the True Point of Beginning of the parcel of land herein to be described; thence southerly along said concentric line ona curve to the left; tangent to said curve at last said point bears South 8°30'54" West, having a radius of 5685.096 feet, a central angle of 2°04'27", an arc distance of 205.81 feet to the northerly line of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument D660213, Reel 0567, Page 951, Official Records of said County;

thence North 88°40'13" West along last said northerly line, 8.03 feet to a point for the northwesterly corner of last said land; thence southerly along the westerly line of last said land, on a curve to the left, tangent to last said curve at last said point bears South 6°24'50" West, having a radius of 5691.60 feet, a central angle of 1°34'15", an arc distance of 156.05 feet to a point of compound curve; thence continuing southerly along said westerly line on last said curve to the left, having a radius of 600.00 feet, a central angle of 9°52'28", an arc distance of 103.41 feet to a point in said concentric line; thence leaving said westerly line, southerly along said concentric line, on a curve to the left, tangent to last said curve at last said point bears South 3°43'34" West, having a radius of 5685.096 feet, a central angle of 1°51'01", an arc distance of 183.60 feet; thence South 1°28'31" West 12.80 feet to a point in the common County line between the County of San Francisco and the County of San Mateo, last said point being distant thereon, North 88°58'58" West 61.21 feet from its intersection with the westerly line of Tunnel Avenue, 60 feet in width; thence North 88°58'58" West along said County line and also the southerly line of said Lot No. 8, passing at 25.06 feet the said center line of Southern Pacific Transportation Company's Westbound main track, and continuing for a total distance of 100.13 feet; thence North 1°28'35" East 14.47 feet to a point in a line concentric with and distant 75.00 feet westerly, measured radially from last said center line; thence northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 1°56'33" East, having a radius of 5785.096 feet, a central angle of 6°42'08", an arc distance of 676.72 feet to said northerly line of said Lot No. 8; thence South 72°09'01" East along last said northerly line, passing at 75.11 feet the

said center line of Southern Pacific Transportation Company's westbound main track, and continuing for a total distance of 101.45 feet to the True Point of Beginning, containing an area of 1.513 acres, more or less.

Parcel No. 2:

Commencing at the northerly terminus of that certain course having a distance of 109.964 feet as shown on that certain map entitled, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, and 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County; thence South 17°58'59" West along said course, 3.2 feet to a chain link fence; thence South 32°17'13" West along said fence, 21.6 feet to a fence post; thence South 17°42'55" West, continuing along said fence, 100.2 feet to another fence post; thence South 69°17'37" East, continuing along said fence, 117.3 feet to another fence post; thence North 9°22'01" East, continuing along said fence, 2.0 feet to the True Point of Beginning of the parcel of land herein to be described; thence continuing North 9°22'01" East along said fence, 22.0 feet; thence South 80°37'59" East, leaving said fence, 22.8 feet; thence South 9°22'01" West 22.0 feet; thence North 80°37'59" West 22.8 feet to the True Point of Beginning.

SN
2 Mar 90
Rev 25 June 90
RHS.

E962735

EXHIBIT "1"
(Schedule 2)

DRILL & SPUR TRACK EASEMENT

Those certain parcels or strips of land situated in the City and County of San Francisco, State of California, described as follows:

PARCEL NO. 1

Beginning at the point of intersection of the westerly line of Tunnel Avenue, 60 feet in width, with the common County line between the County of San Francisco and the County of San Mateo; thence North 88°58'58" West along said County line and also the southerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA," as per map filed July 16, 1980 in Book 16 of Maps, Page 40, Records of said County, 39.80 feet to a point in a line concentric and parallel with and distant 15.00 feet westerly, measured radially and at right angles from the center line of Southern Pacific Transportation Company's drill track (which lies easterly of and which diverges southerly from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco) and which crosses said County line at a point distant North 88°58'58" West along said County line 24.41 feet from its intersection with said westerly line of Tunnel Avenue); thence northerly along said concentric and parallel line, the curvature and course thereof as follows: northerly on a curve to the left, tangent to said curve at last said point bears North 12°03'07" West, having a radius of 558.14 feet, a central angle of 2°35'41", an arc distance of 25.28 feet to a point, and North 14°38'48" West, tangent to last said curve at last said point, 50.80 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially, from said center line of Southern Pacific

Transportation Company's westbound main track; thence northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 2°35'12" East, having a radius of 5685.096 feet, a central angle of 1°14'22", an arc distance of 122.08 feet to a point in the westerly line of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to the State of California, recorded June 25, 1985, as Instrument 0660213, Reel 0867, Page 591, Official Records of said County; thence southerly along last said westerly line, on a curve to the left, tangent to last said curve at last said point bears South 5°01'53" East, having a radius of 600.00 feet, a central angle of 8°36'56", an arc distance of 90.22 feet; thence South 28°11'12" East, continuing along last said westerly line, 70.12 feet to the easterly line of last said land; thence leaving last said westerly line, North 1°13'47" East along said easterly line, 1.77 feet to said westerly line of Tunnel Avenue; thence South 4°30'58" East along last said westerly line, 48.41 feet to the Point of Beginning, containing an area of 5018 square feet, more or less.

PARCEL NO. 2

A strip of land, 30 feet wide lying equally 15.00 feet on each side of the following described line:

Commencing at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument 0660213, Reel 0867, Page 591, Official Records of said County; thence North 6°33'34" West 309.26 feet to a point in the center line of Southern Pacific Transportation Company drill track right of way (which track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose) and which

crosses the common County line between the County of San Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles, from the easterly line of Bayshore Boulevard); thence South 15°19'08" West along said center line of Southern Pacific Transportation Company's drill track right of way, 88.81 feet to a point in the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, last said point being distant North 72°09'01" West along said northerly line, 68.75 feet from the northeasterly corner of said Lot No. 8, last said point being the True Point of Beginning of the line herein to be described; thence southerly and southwesterly and southerly continuing along said center line of Southern Pacific Transportation Company's drill track right of way, the courses and curvatures thereof as follows: South 15°19'08" West 3.62 feet to a point; southerly on a curve to the right, tangent to said curve at last said point is last described course, having a radius of 3564.239 feet, a central angle of 0°22'10", an arc distance of 22.99 feet to a point; South 15°41'18" West, tangent to last said curve at last said point, 152.89 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°38'26", an arc distance of 111.02 feet to a point; South 32°19'44" West, tangent to the last said curve at last said point, 161.72 feet to a point; southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 286.483 feet, a central angle of 35°25'30", an arc distance of 177.35 feet to a point; and South 67°45'14" West, tangent to last said curve at last said point, 544.20 feet.

Excepting therefrom that portion lying easterly of and coincident with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco).

Also, excepting therefrom that portion lying within said County of San Mateo.

PARCEL NO. 3

A strip of land, 30 feet wide, lying equally 15.00 feet on each side of the following described line:

Commencing at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument D660213, Reel D867, Page 591, Official Records of said County; thence North 6°33'34" West 309.26 feet to a point in the center line of Southern Pacific Transportation Company's drill track right of way (which track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose) and which crosses the common County line between the County of San Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles from the easterly line of Bayshore Boulevard); thence southerly along said center line of Southern Pacific Transportation Company's drill track right of way, the courses and curvatures thereof as follows: South 15°19'08" West 92.43 feet to a point; southerly on a curve to the right, tangent to said curve at last said point is last described course, having a radius of 3564.239 feet, a central angle of 0°22'10" an arc distance of 22.99 feet to a point; South 15°41'18" West, tangent to last said

curve at last said point, 152.89 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°38'26", an arc distance of 111.02 feet to a point; and South 32°19'44" West, tangent to last said curve at last said point, 53.00 feet to a point in the center line of Southern Pacific Transportation Company's spur track right of way (which track diverges northerly from said center line of said Company's drill track) and the True Point of Beginning of the line herein to be described; thence northerly along said center line of Southern Pacific Transportation Company's spur track right of way, the courses and curvatures thereof as follows: North 25°58'09" East 81.60 feet to a point; northerly on a curve to the left, tangent to last said curve at last said point is last described course; having a radius of 382.245 feet; a central angle of 16°36'08", an arc distance of 110.76 feet to a point; and North 9°22'01" East, tangent to last said curve at last said point, 109.53 feet.

Excepting therefrom that portion of the above described 30 foot wide strip of land, herein above described in "PARCEL NO. 3, lying easterly of and coincident with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco).

D962735

EXHIBIT "1"
(Schedule 3)

ACCESS ROADWAY EASEMENT

Those certain parcels of land situated in the City and County of San Francisco, State of California, described as follows:

PARCEL NO. 1

Beginning at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument D660213, Reel D867, Page 591, Official Records of said County; thence North 88°46'13" West along the northerly line of said 0.411 acre parcel of land, 33.31 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), said point being distant South 88°46'13" East along said northerly line, 8.08 feet from the northwesterly corner of said 0.411 acre parcel of land; thence northerly along said concentric line, on a curve to the right, tangent to said curve at last said point bears North 6°26'27" East, having a radius of 5685.096 feet, a central angle of 2°04'27", an arc distance of 205.81 feet to the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County; thence South 72°09'01" East along last said northerly line, 13.84 feet to the northeasterly corner of said Lot No. 8; thence South 13°42'29" West along the easterly line of said Lot No. 8 and also the westerly line of Tunnel Avenue, 60

feet in width, 10.88 feet to an angle point therein; thence continuing along said easterly line and also last said westerly line, South 1°13'47" West 190.00 feet to the Point of Beginning, containing an area of 4646 square feet, more or less.

PARCEL NO. 2

Beginning at the point of intersection of the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), said point being distant North 72°09'01" West along said northerly line, 115.29 feet from the northeasterly corner of said Lot No. 8; thence southerly along said concentric line, on a curve to the left, tangent to said curve at last said point bears South 8°40'41" West, having a radius of 5785.096 feet, a central angle of 0°51'24", an arc distance of 86.50 feet to a line parallel and concentric with and distant 15.00 feet westerly, measured at right angles and radially from the center line of Southern Pacific Transportation Company's tail track (which lies westerly of and which diverges northerly from the center line of Southern Pacific Transportation Company's drill track and which drill track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose), and which said drill track crosses the common County line between the County of San

Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles from the easterly line of Bayshore Boulevard); thence southerly and southwesterly along said parallel and concentric line, the courses and curvature thereof as follows: South 9°22'01" West 67.82 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 367.245 feet, a central angle of 16°36'08", an arc distance of 106.41 feet to a point; and South 25°58'09" West, tangent to last said curve at last said point, 80.17 feet to a line parallel and concentric with and distant 15.00 feet northwesterly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's drill track; thence southwesterly along last said parallel and concentric line, the courses and curvature thereof as follows: South 32°19'44" West 107.88 feet to a point; southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 271.843 feet, a central angle of 35°25'30", an arc distance of 168.08 feet to a point; and South 67°45'14" West, tangent to last said curve at last said point, 356.47 feet to the easterly prolongation of the southerly line of Sunnydale Avenue, 66 feet wide; thence leaving last said parallel and concentric line, North 69°24'23" West along said prolongation, 65.40 feet to a point in the most westerly line of said Lot No. 8, last said point being the southerly terminus of that certain course shown on said map having a distance of "66.00'"; thence North 20°35'37" East along last said westerly line, 43.00 feet to a line parallel with and distant 10.00 feet northerly, measured at right angles from the easterly prolongation of the center line of said Sunnydale Avenue; thence South 69°24'23" East along last said prolongation, 13.70 feet to a point; thence easterly and northeasterly on a

curve to the left, tangent to last said curve at last said point is last described course, having a radius of 175.00 feet, a central angle of 42°50'23", an arc distance of 130.85 feet to a point in a line parallel and concentric with and distant 35.00 feet northwesterly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's drill track; thence northeasterly along last said parallel and concentric line, the courses and curvature thereof as follows: North 67°45'14" East, tangent to last said curve at last said point, 246.15 feet to a point; northeasterly on a curve to the left, tangent to last said curve at last said point is last described course, having a radius of 251.843 feet, a central angle of 35°25'30", an arc distance of 155.71 feet to a point; and North 32°19'44" East, tangent to last said curve at last said point, 106.11 feet to a line parallel and concentric with and distant 35.00 feet westerly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's tail track; thence northerly along last said parallel and concentric line, the courses and curvature thereof as follows: North 25°58'09" East 79.06 feet to a point; northeasterly and northerly on a curve to the left tangent to last said curve at last said point is last described course, having a radius of 347.245 feet, a central angle of 16°36'08", an arc distance of 100.62 feet to a point; and North 9°22'01" East, tangent to last said curve at last said point, 67.27 feet to a point in a line concentric with and distant 95.00 feet westerly, measured radially from said center line of Southern Pacific Transportation Company's westbound main track; thence leaving last said parallel and concentric line, northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 7°49'17" East, having a radius of 5805.096 feet, a central angle of 0°53'13", an arc distance of 90.03 feet to said northerly line of said Lot No. 8; thence South 72°09'01" East along last said northerly line, 20.26 feet to the Point of Beginning, containing an area of 0.619 of an acre, more or less.

20159K016863000
San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC 2015-K016863-00
Acct 5002-Old Republic Title Company
Thursday, FEB 05, 2015 11:46:49
Ttl Pd$13,939.00 Nbr-0005097538
okc/RE/1-14

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Patrick McNerney
14 Mint Plaza, Fifth Floor
San Francisco, CA 94103

Mail Tax Statements to:

Patrick McNerney
14 Mint Plaza, Fifth Floor
San Francisco, CA 94103

CRTC
02270154027 DP
Blk 5087, lots 4 & 5
2201 Bayshore Blvd.

Space Above Line for Recorder's Use Only

(1567-58)

DOCUMENTARY TRANSFER TAX $ 13,875.00
XX Computed on the full value of the property conveyed
___ Computed on the full value less liens and encumbrances remaining at the time of sale
___ Not a Sale (Rev. & Tax. Code Section 11927(a))

Signature of Declarant or Agent Determining Tax

QUITCLAIM DEED

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation), Grantor, in consideration of the sum of Ten Dollars ($10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto **PATRICK McNERNEY,** an individual, as his sole and separate property, Grantee, whose address is 14 Mint Plaza, Fifth Floor, San Francisco, California 94103 and unto his heirs and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate (hereinafter the "Property") situated in the City and County of San Francisco, State of California, identified and more particularly described as "Fee Parcel" in **Exhibit A,** hereto attached and hereby made a part hereof, together with any and all of Grantor's right, title and interest in and to portions of that certain Form of Railroad Easement reserved by Southern Pacific Transportation Company in that certain Grant Deed dated August 1, 1990, and recorded on August 10, 1990 in the Official Records of San Francisco County, California, as Instrument No. E761808, as modified by that certain Deed Correcting Description of Rail Easement dated July 23, 1991, and recorded on August 22, 1991 in the Official Records of San Francisco County, California, identified and more particularly described as "Schedule 1", "Schedule 2" and "Schedule 3" in the attached **Exhibit A** ("Railroad Easement").

Exh. 6

EXCEPTING FROM THIS QUITCLAIM AND RESERVING UNTO GRANTOR, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by Grantee, its successors or assigns.

Except as may be otherwise provided in a written assignment or other written agreement between Grantor and Grantee, Grantor reserves all income (including, without limitation, rentals, license fees and royalties) from any existing license and other existing rights to use the Property and renewals thereof granted by Grantor or Grantor's predecessors in interest. Grantee agrees that if Grantee receives any such income, Grantee will promptly forward the income to Grantor.

Covenants.

The Property is quitclaimed by Grantor subject to the following covenants, conditions and restrictions which Grantee by the acceptance of this Deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

Fence Covenant. Grantee, at its sole cost and expense, shall install, within ninety (90) days after the recording of this Deed, and thereafter maintain fencing or other barriers to prevent access to or encroachment on the railroad right-of-way of Grantor adjacent to the easterly boundary of the Property. The fencing or barrier must be of a design and type satisfactory to Grantor, and in compliance with applicable building codes. Grantee shall submit the plans for the fencing or barrier construction to:

Union Pacific Railroad Company
Assistant Vice President-Real Estate (Folder No. 1567-58)
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179

for review and approval. Grantor shall complete such review and make appropriate response to Grantee within twenty (20) days after receipt of such plans by Grantor. Grantor shall not unreasonably withhold its approval of such plans. Such approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the fence as constructed will be structurally sound.

Railroad Proximity Covenant.

(a) Grantee acknowledges that the property abutting the easterly boundary line of the Property is dedicated and used for railroad purposes, that railroad operations may create noise, vibrations, emissions, fumes and odors twenty-four (24) hours a day, and that the amount, nature and intensity of railroad operations may increase or change (collectively, the

"Permitted Effects"). Grantee accepts the Property subject to the existence of the Permitted Effects. By acceptance of the Property, Grantee agrees that, at Grantee's sole cost and expense, as part of the development of the Property, Grantee shall design and install and/or construct and thereafter maintain improvements to reduce or limit the Permitted Effects and to comply with all governmental requirements, if any, which may be imposed as a condition to the development and use of the Property because of the Permitted Effects.

(b) Grantee shall not, and hereby waives all rights to, (i) institute legal proceedings against Grantor to reduce or lessen the Permitted Effects, and (ii) directly or indirectly participate in petition drives, lobbying efforts or other activities seeking the enactment of federal, state or local laws or ordinances to reduce or lessen the Permitted Effects. Any party breaching such covenant shall reimburse Grantor for all costs incurred by Grantor to comply with any such orders, laws or ordinances, including, without limitation, attorney fees and court costs.

(c) If Grantee sells or leases all or any portion of the Property, Grantee shall require all purchasers and tenants to acknowledge the location of the railroad operations abutting the Property and the existence of the Permitted Effects, and to agree in writing, for the benefit of Grantor, to comply with the above covenants.

Covenants To Run With Land. The foregoing covenants, conditions and restrictions shall run with the Property, the burdens of which will be binding on the successors and assigns of Grantee, and the benefits of which will inure to the successors and assigns of Grantor. A breach of the foregoing covenants, conditions and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

Environmental.

"As Is" Sale. Grantee acknowledges and agrees that the Property and the Railroad Easement have been sold and quitclaimed to and accepted by Grantee in an "as is" condition with all faults, and that the Property and the property over which the Railroad Easement is located ("Railroad Easement Area") have been used for, among other things, railroad operating right-of-way and for other commercial or industrial purposes. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property, Railroad Easement Area or Railroad Easement or any of such related matters; in particular, but without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, Railroad Easement Area or Railroad Easement, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters (including but not limited to the existence of Hazardous Materials, in, on, under or emanating to or from the Property), compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements (collectively, "Condition of the Property"). Grantee acknowledges and agrees that the Property and Railroad Easement have been sold and quitclaimed on the basis of Grantee's own

investigation of the physical and environmental conditions of the Property and Railroad Easement Area, including the subsurface conditions and Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. For purposes of this Deed, "Hazardous Materials" means any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, asbestos, hazardous waste or substances or toxic waste or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", "toxic materials" or "toxic substances" under any applicable federal, state or local law or regulation now or hereafter in effect.

Release. GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES GRANTOR, GRANTOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON ACTING ON BEHALF OF GRANTOR, OF AND FROM ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH GRANTEE NOW HAS OR WHICH GRANTEE MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE CONDITION OF THE PROPERTY OR RAILROAD EASEMENT AREA, INCLUDING, WITHOUT LIMITATION, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY AND RAILROAD EASEMENT AREA (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY AND RAILROAD EASEMENT AREA BY ANY HAZARDOUS MATERIALS), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING APPLIES REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS. WITH RESPECT TO THE FOREGOING RELEASE, GRANTEE EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

> **1542. Certain Claims Not Affected by General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Indemnity. FROM AND AFTER CLOSING, GRANTEE SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND

EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER, ADJACENT OR EMANATING FROM OR TO THE PROPERTY BY ANY HAZARDOUS MATERIALS), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING APPLIES REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

General Allocation of Environmental Responsibility. With respect to any existing or future presence of Hazardous Materials in, under or emanating to or from the Property or Railroad Easement Area, Grantee, at no cost to Grantor, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or which may otherwise be necessary to make the Property or Railroad Easement Area suitable for Grantee's use of the Property or Railroad Easement Area.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the 21st day of January, 2015.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

Attest:

Barbara Holder
Assistant Secretary

By: Tony K Love
Title: Assistant Vice President – Real Estate

(Seal)

Grantee hereby accepts this Quitclaim Deed and agrees for himself, his heirs and assigns, to be bound by the covenants set forth herein.

Dated this 2ND day of ~~January~~ FEBRUARY, 2015.

PATRICK McNERNEY

STATE OF NEBRASKA)
) **ss.**
COUNTY OF DOUGLAS)

On January 21, 2015, before me, Gregg A Larsen, Notary Public in and for said County and State, personally appeared TONY K. LOVE and Barbara Holder who are the Assistant Vice President – Real Estate and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

GENERAL NOTARY - State of Nebraska
GREGG A. LARSEN
My Comm. Exp. Aug. 26, 2016

Notary Public

(Seal)

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this 2nd day of ~~January~~ February, 2015, before me, June Y Williams, Notary Public, personally appeared PATRICK McNERNEY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

June Y Williams
Notary Public

(Seal)

JUNE V. WILLIAMS
COMM. #1997709
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Nov. 11, 2016

Union Pacific Railroad Company

San Francisco County, California

Exhibit "A"

FEE PARCEL

THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN FRANCISCO, CITY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL 4 AND 5 AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS, PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT NO. 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT NO. 4 SOUTH 74°37'31" EAST (SHOWN AS "SOUTH 75°48'30" EAST" ON SAID PARCEL MAP) 55.07 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO); THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 15°18'45" WEST, HAVING A RADIUS OF 5785.096 FEET, THROUGH A CENTRAL ANGLE OF 1°17'04" AN ARC DISTANCE OF 129.70 FEET TO THE WESTERLY LINE OF SAID LOT NO. 5; THENCE CONTINUING SOUTHERLY ALONG SAID CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 5°21'01" AN ARC DISTANCE OF 540.10 FEET TO THE SOUTHERLY LINE OF SAID LOT NO. 5; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT NO. 5 NORTH 72°09'01" WEST (SHOWN AS "NORTH 73°20' WEST" ON SAID PARCEL MAP) 117.46 FEET TO SOUTHEASTERLY LINE OF SAID LOT NO. 4; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 32°17'13" WEST 29.95 FEET; THENCE NORTH 17°58'59" EAST (SHOWN AS "SOUTH 16°48'00" WEST" ON SAID PARCEL MAP) 309.26 FEET; THENCE SOUTH 71°57'37" EAST 19.979 FEET; THENCE NORTH 17°58'59" EAST 304.33 FEET; THENCE NORTH 74°37'31" WEST 20.00 FEET; THENCE NORTH 17°58'59" EAST 80.00 FEET TO THE POINT OF BEGINNING.

PORTION OF ASSESSOR'S LOTS 004 AND 005, BLOCK 5087

SCHEDULE 1
(MAIN LINE EASTMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (SIGNAL CABINET AREA)

COMMENCING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE HAVING A DISTANCE OF 109.964 FEET AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, AND 5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY; THENCE SOUTH 17°58'59" WEST ALONG SAID COURSE, 3.2 FEET TO A CHAIN LINK FENCE; THENCE SOUTH 32°17'13" WEST ALONG SAID FENCE, 21.6 FEET TO A FENCE POST; THENCE SOUTH 17°42'55" WEST, CONTINUING ALONG SAID FENCE, 100.2 FEET TO ANOTHER FENCE POST; THENCE SOUTH 69°17'37" EAST, CONTINUING ALONG SAID FENCE, 117.3 FEET TO ANOTHER FENCE POST; THENCE NORTH 9°22'01" EAST, CONTINUING ALONG SAID FENCE, 2.0 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN TO BE DESCRIBED; THENCE CONTINUING NORTH 9°22'01" EAST ALONG SAID FENCE, 22.0 FEET; THENCE SOUTH 80°37'59" EAST, LEAVING SAID FENCE, 22.8 FEET; THENCE SOUTH 9°22'01" WEST 22.0 FEET; THENCE NORTH 80°37'59" WEST 22.8 FEET TO THE TRUE POINT OF BEGINNING.

SCHEDULE 2
(DRILL & SPUR TRACK EASEMENT)

THOSE CERTAIN PARCELS OR STRIPS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE LYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REEL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT TA POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTH 15°19'08" WEST ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, 88.81 FEET TO A POINT IN THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, LAST SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 68.75 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8, LAST SAID POINT BEING TRUE POINT OF BEGINNING OF

THE LINE HEREIN TO BE DESCRIBED; THENCE SOUTHERLY AND SOUTHWESTERLY AND SOUTHERLY CONTINUING ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 3.62 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10", AN ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18' WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; SOUTH 32°19'44" WEST, TANGENT TO THE LAST SAID CURVE AT LAST SAID POINT, 161.72 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 286.483 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 177.35 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 544.20 FEET.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

ALSO, EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAID COUNTY OF SAN MATEO.

PARCEL NO. 3: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE, LAYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REAL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 92.43 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10' AND ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; AND SOUTH 32°19'44" WEST, TANGENT TO LAST SAID CURVE AT

LAST SAID POINT, 53.00 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY (WHICH TRACK DIVERGES NORTHERLY FROM SAID CENTER LING OF SAID COMPANY'S DRILL TRACK) AND THE TRUE POINT OF BEGINNING OF THE LINE HEREIN TO BE DESCRIBED; THENCE NORTHERLY ALONG SAID CENTER OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 81.00 FEET TO A POINT; NORTHERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 110.76 FEET TO A POINT; AND NORTH 9°22'01' EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 109.53 FEET.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED 30 FOOT WIDE STRIP OF LAND, HEREIN ABOVE DESCRIBED IN "PARCEL NO. 3, LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

SCHEDULE 3
(ACCESS ROADWAY EASEMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (ROADWAY AREA)

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, &5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO), SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 115.29 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8; THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE, ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 8°40'41" WEST, HAVING A RADIUS OF 5785.096 FEET, A CENTRAL ANGLE OF 0°51'24", AN ARC DISTANCE OF 86.50 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK (WHICH LIES WESTERLY OF AND WHICH DIVERGES NORTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK AND WHICH DRILL TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE), AND WHICH SAID DRILL TRACK CROSSES THE COMMON COUNTY LINE BETWEEN COUNTY OF SAN FRANCISCO AND COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID PARALLEL AND

CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 9°22'01" WEST 67.82 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 367.245 FEET, A CENTRAL ANGLE OF 16°36'08", AN ARC DISTANCE OF 106.41 FEET TO A POINT; AND SOUTH 25°58'09" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 80.17 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE SOUTHWESTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 32°19'44" WEST 107.88 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 271.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 168.08 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 356.47 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SUNNYDALE AVENUE, 66 FEET WIDE; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTH 69°24'23" WEST ALONG SAID PROLONGATION, 65.40 FEET TO A POINT IN THE MOST WESTERLY LINE OF SAID LOT NO. 8, LAST SAID POINT BEING THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN ON SAID MAP HAVING A DISTANCE OF "66.00'"; THENCE NORTH 20°35'37" EAST ALONG LAST SAID WESTERLY LINE, 43.00 FEET TO A LINE PARALLEL WITH AND DISTANT 10.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY PROLONGATION OF THE CENTER LINE OF SAID SUNNYDALE AVENUE; THENCE SOUTH 69°24'23" EAST ALONG LAST SAID PROLONGATION, 13.70 FEET TO A POINT; THENCE EASTERLY AND NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 42°50'23", AN ARC DISTANCE OF 130.85 FEET TO A POINT IN A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE NORTHEASTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 67°45'14" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 246.15 FEET TO A POINT; NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 251.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 155.71 FEET TO A POINT; AND NORTH 32°19'44" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 106.77 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK; THENCE NORTHERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 79.06 FEET TO A POINT; NORTHEASTERLY AND NORTHERLY ON A CURVE TO THE LEFT TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 347.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 100.62 FEET TO A POINT; AND NORTH 9°22'01" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 67.27 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 95.00 FEET WESTERLY, MEASURED RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTHERLY ALONG LAST SAID CONCENTRIC LINE, ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT BEARS NORTH 7°49'17" EAST, HAVING A RADIUS OF 5805.096 FEET, A CENTRAL ANGLE OF 0°53'19", AN ARC DISTANCE OF 90.03 FEET TO SAID NORTHERLY LINE OF SAID LOT NO. 8; THENCE SOUTH 72°09'01" EAST ALONG LAST SAID NORTHERLY LINE, 20.26 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.519 OF AN ACRE, MORE OR LESS.

INGRESS/EGRESS AREA

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 4, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS AT PAGE 40, IN THE OFFICE OF THE COUNTY RECORDERS OF THE CITY AND COUNTY OF SAN FRANCISCO, LYING SOUTHERLY OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT NO. 7 OF SAID PARCEL MAP.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE

LD 0156758
January 16, 2015

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.:
APN: 5087; Portions of 005 and 004 ✓
Situs: APN 5087; portion of Lot 004 and 005 ✓
No Property address

When Recorded Mail Document and Tax Statements to:

424 Jessie Historic Properties, LLC
14 Mint Plaza, 5th Floor
San Francisco, CA 94103

20169K3282380[illegible]8
San Francisco [illegible]essor-Recorder
Carmen Chu, Assessor-Recorder
DOC 2016-K328238-00
Acct 5002-Old Republic Title Company
Wednesday, SEP 14, 2016 08:44:57
Ttl Pd $39.00 Nbr-0005457639
oar/RE/1-8

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is $0.00 transfer from individual name to single member LLC
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of San Francisco

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Patrick McNerney, an individual, as his sole and separate property

hereby GRANT(S) to
424 Jessie Historic Properties, LLC, a California limited liability company

that property in City of San Francisco, San Francisco County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

Date: August 17, 2016

Patrick McNerney

cription: San Francisco,CA Document - Year.DocID 2016.328238 Page: 1 of 8

EXH. - 7

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 San Francisco

On 9.12.16 before me, June Y Williams a Notary Public, personally appeared Patrick McNerney, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: June Y Williams

Name: June Y Williams
(Typed or Printed)

(Seal)

PC01

JUNE Y. WILLIAMS
COMM. #1997789
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Nov. 11, 2016

PC01

Exhibit "A"

FEE PARCEL

THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN FRANCISCO, CITY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL 4 AND 5 AS **SHOWN ON** THAT **CERTAIN "PARCEL MAP" FILED** JULY 16, 1980 **IN BOOK 16 OF PARCEL MAPS,** PAGE 40, **IN THE OFFICE** OF **THE COUNTY RECORDER OF THE** CITY AND **COUNTY OF SAN FRANCISCO** DESCRIBED **AS FOLLOWS**:

PARCEL 1:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT NO. 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT NO. 4 SOUTH 74°37'31" EAST (SHOWN AS "SOUTH 75°48'30" EAST" ON SAID PARCEL MAP) 55.07 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO); THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 15°18'45" WEST, HAVING A RADIUS OF 5785.096 FEET, THROUGH A CENTRAL ANGLE OF 1°17'04" AN ARC DISTANCE OF 129.70 FEET TO THE WESTERLY LINE OF SAID LOT NO. 5; THENCE CONTINUING SOUTHERLY ALONG SAID CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 5°21'01" AN ARC DISTANCE OF 540.10 FEET TO THE SOUTHERLY LINE OF SAID LOT NO. 5; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT NO. 5 NORTH 72°09'01" WEST (SHOWN AS "NORTH 73°20' WEST" ON SAID PARCEL MAP) 117.46 FEET TO SOUTHEASTERLY LINE OF SAID LOT NO. 4; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 32°17'13" WEST 29.95 FEET; THENCE NORTH 17°58'59" EAST (SHOWN AS "SOUTH 16°48'00" WEST" ON SAID PARCEL MAP) 309.26 FEET; THENCE SOUTH 71°57'37" EAST 19.979 FEET; THENCE NORTH 17°58'59" EAST 304.33 FEET; THENCE NORTH 74°37'31" WEST 20.00 FEET; THENCE NORTH 17°58'59" EAST 80.00 FEET TO THE POINT OF BEGINNING.

PORTION OF ASSESSOR'S LOTS 004 AND 005, BLOCK 5087

SCHEDULE 1
(MAIN LINE EASTMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (SIGNAL CABINET AREA)

COMMENCING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE HAVING A DISTANCE OF 109.964 FEET AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, AND 5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY; THENCE SOUTH 17°58'59" WEST ALONG SAID COURSE, 3.2 FEET TO A CHAIN LINK FENCE; THENCE SOUTH 32°17'13" WEST ALONG SAID FENCE, 21.6 FEET TO A FENCE POST; THENCE SOUTH 17°42'55" WEST, CONTINUING ALONG SAID FENCE, 100.2 FEET TO ANOTHER FENCE POST; THENCE SOUTH 69°17'37" EAST, CONTINUING ALONG SAID FENCE, 117.3 FEET TO ANOTHER FENCE POST; THENCE NORTH 9°22'01" EAST, CONTINUING ALONG SAID FENCE, 2.0 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN TO BE DESCRIBED; THENCE CONTINUING NORTH 9°22'01" EAST ALONG SAID FENCE, 22.0 FEET; THENCE SOUTH 80°37'59" EAST, LEAVING SAID FENCE, 22.8 FEET; THENCE SOUTH 9°22'01" WEST 22.0 FEET; THENCE NORTH 80°37'59" WEST 22.8 FEET TO THE TRUE POINT OF BEGINNING.

SCHEDULE 2
(DRILL & SPUR TRACK EASEMENT)

THOSE CERTAIN PARCELS OR STRIPS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE LYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REEL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT TA POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTH 15°19'08" WEST ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, 88.81 FEET TO A POINT IN THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, LAST SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 68.75 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8, LAST SAID POINT BEING TRUE POINT OF BEGINNING OF

THE LINE HEREIN TO BE DESCRIBED; THENCE SOUTHERLY AND SOUTHWESTERLY AND SOUTHERLY CONTINUING ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 3.62 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10", AN ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18' WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; SOUTH 32°19'44" WEST, TANGENT TO THE LAST SAID CURVE AT LAST SAID POINT, 161.72 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 286.483 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 177.35 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 544.20 FEET.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

ALSO, EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAID COUNTY OF SAN MATEO.

PARCEL NO. 3: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE, LAYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REAL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 92.43 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10' AND ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; AND SOUTH 32°19'44" WEST, TANGENT TO LAST SAID CURVE AT

LAST SAID POINT, 53.00 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY (WHICH TRACK DIVERGES NORTHERLY FROM SAID CENTER LING OF SAID COMPANY'S DRILL TRACK) AND THE TRUE POINT OF BEGINNING OF THE LINE HEREIN TO BE DESCRIBED; THENCE NORTHERLY ALONG SAID CENTER OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 81.00 FEET TO A POINT; NORTHERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 110.76 FEET TO A POINT; AND NORTH 9°22'01' EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 109.53 FEET.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED 30 FOOT WIDE STRIP OF LAND, HEREIN ABOVE DESCRIBED IN "PARCEL NO. 3, LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

SCHEDULE 3
(ACCESS ROADWAY EASEMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (ROADWAY AREA)

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, &5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO), SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 115.29 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8; THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE, ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 8°40'41" WEST, HAVING A RADIUS OF 5785.096 FEET, A CENTRAL ANGLE OF 0°51'24", AN ARC DISTANCE OF 86.50 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK (WHICH LIES WESTERLY OF AND WHICH DIVERGES NORTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK AND WHICH DRILL TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE), AND WHICH SAID DRILL TRACK CROSSES THE COMMON COUNTY LINE BETWEEN COUNTY OF SAN FRANCISCO AND COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID PARALLEL AND

CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 9°22'01" WEST 67.82 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 367.245 FEET, A CENTRAL ANGLE OF 16°36'08", AN ARC DISTANCE OF 106.41 FEET TO A POINT; AND SOUTH 25°58'09" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 80.17 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE SOUTHWESTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 32°19'44" WEST 107.88 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 271.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 168.08 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 356.47 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SUNNYDALE AVENUE, 66 FEET WIDE; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTH 69°24'23" WEST ALONG SAID PROLONGATION, 65.40 FEET TO A POINT IN THE MOST WESTERLY LINE OF SAID LOT NO. 8, LAST SAID POINT BEING THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN ON SAID MAP HAVING A DISTANCE OF "66.00'"; THENCE NORTH 20°35'37" EAST ALONG LAST SAID WESTERLY LINE, 43.00 FEET TO A LINE PARALLEL WITH AND DISTANT 10.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY PROLONGATION OF THE CENTER LINE OF SAID SUNNYDALE AVENUE; THENCE SOUTH 69°24'23" EAST ALONG LAST SAID PROLONGATION, 13.70 FEET TO A POINT; THENCE EASTERLY AND NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 42°50'23", AN ARC DISTANCE OF 130.85 FEET TO A POINT IN A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE NORTHEASTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 67°45'14" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 246.15 FEET TO A POINT; NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 251.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 155.71 FEET TO A POINT; AND NORTH 32°19'44" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 106.77 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK; THENCE NORTHERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 79.06 FEET TO A POINT; NORTHEASTERLY AND NORTHERLY ON A CURVE TO THE LEFT TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 347.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 100.62 FEET TO A POINT; AND NORTH 9°22'01" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 67.27 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 95.00 FEET WESTERLY, MEASURED RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTHERLY ALONG LAST SAID CONCENTRIC LINE, ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT BEARS NORTH 7°49'17" EAST, HAVING A RADIUS OF 5805.096 FEET, A CENTRAL ANGLE OF 0°53'19", AN ARC DISTANCE OF 90.03 FEET TO SAID NORTHERLY LINE OF SAID LOT NO. 8; THENCE SOUTH 72°09'01" EAST ALONG LAST SAID NORTHERLY LINE, 20.26 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.519 OF AN ACRE, MORE OR LESS.

INGRESS/EGRESS AREA

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 4, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS AT PAGE 40, IN THE OFFICE OF THE COUNTY RECORDERS OF THE CITY AND COUNTY OF SAN FRANCISCO, LYING SOUTHERLY OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT NO. 7 OF SAID PARCEL MAP.

RECEIVED DATE: For Staff Use only	
ISSUE BY DATE: For Staff Use only	

SAN FRANCISCO
PLANNING
DEPARTMENT

APPLICATION PACKET FOR

Preliminary Project Assessment

Planning Department
1650 Mission Street
Suite 400
San Francisco, CA
94103-9425

T: 415.558.6378
F: 415.558.6409

Planning Department staff are available to advise you in the preparation of this application. Call (415) 558-6377 for further information.

WHAT IS A PRELIMINARY PROJECT ASSESSMENT?

The Preliminary Project Assessment (PPA) is a preliminary process that evaluates moderate to large projects before development applications are filed. This early viewing of the project provides sponsors with feedback and procedural instructions, and also allows staff to coordinate at the beginning in the development process. The PPA application is not a development application. Issuance of a PPA letter is not a development approval or denial.

WHEN IS A PRELIMINARY PROJECT ASSESSMENT NECESSARY?

A PPA is required for any project that is

1) creating 7 or more dwelling units, and/or

2) changes of use of 25,000 square feet or more, and/or

3) constructing a new non-residential building or addition of 10,001 square feet or more.

The Department may also request other complex projects not meeting these thresholds to undergo a PPA.

HOW DOES THE PROCESS WORK?

PPA applications must be submitted in person at the Planning Information Center, 1660 Mission Street, first floor, with the required materials along with a check payable to the Planning Department. (Please consult the current fee schedule, available at the Planning Information Center.) The application will not be accepted by mail, messenger or at the Planning Department reception desk. Applicants may request a 30-minute meeting with the assigned planners to present and explain the proposal to Department staff. The purpose of this meeting is not for planners to provide feedback on the project, but to give applicants the opportunity to clearly present the project to the Department. The Department will issue a PPA letter to the applicant within 90 days. Revising or submitting new materials may result in a restart of the 90-day timetable. The letter includes procedural requirements (applications, approvals, etc.) and general comments on design and other significant issues. The letter is valid for a period of 18 months. Sponsors may elect to schedule one project review meeting with Department staff within 30 days of the issuance of the PPA letter.

An Environmental Evaluation ("EE") application will be accepted for filing concurrently with PPA applications, rather than only after PPA letter issuance. To the extent appropriate, EE applications submitted prior to the PPA letter issuance should be amended to address input from the PPA letter.

WHO MAY APPLY FOR A PRELIMINARY PROJECT ASSESSMENT?

Any property owner or authorized agent of a property owner may file a PPA application.

INSTRUCTIONS:

1. Please fill out the attached Application for a PPA. If the applicant in this case is the authorized agent of the property owner, rather than the owner, a letter signed by the owner and creating or acknowledging that agency must be attached and included in the application for the PPA.

2. In all cases the application must be accompanied by **two** sets of 11 x 17 inch plans sufficient for proper PPA review, as well as an electronic copy of the completed application and plans. A **plot plan** is required, showing accurately the subject lot and adjacent lots, and existing and proposed structures on both the subject property and on immediately adjoining properties, open spaces, driveways, parking areas, trees, and land contours where relevant. Where the size or use of floor areas is material to the project, **floor plans** will also be required. Drawings of building **elevations** must be provided, even if they lack facade details.

   Basic 3D representations of the project are also helpful. The Department staff can assist in determining what plans are required. The plans must be dimensioned or include an accurate scale, and should also include a north arrow and a legend for relevant symbols and/or notes.

3. **Photographs**, unmounted, large enough to show the nature of the property, but not over 8 1/2 x 14 inches are helpful in reviewing PPA applications.

4. All plans and other exhibits submitted with this application will be retained as part of the permanent public record in this PPA.

5. **Planning Code Fees**: Please refer to the Planning Department Fee Schedule for fees related to this application. The F eeSchedule may be obtained from the Planning Department's website at www.sfgov.org/planning or in person at the Public Information Counter (PIC) located at 1660 Mission Street, San Francisco, CA 94103. For questions related to the Fee Schedule, please call the PIC at 415.558.6377. The PPA fee will be credited to a subsequent development application fee for the same project. However, time and materials will be charged if staff costs exceed the initial fee.

To file your Preliminary Project Assessment application, submit in person at the Planning Information Center, 1660 Mission Street, first floor, with the required materials along with a check payable to the Planning Department. The application will not be accepted at the PIC if incomplete, and will not be accepted by mail, messenger or at the Planning Department reception desk.

1. Owner/Applicant Information

PROPERTY OWNER'S NAME:		
Martin Building Company		
ADDRESS:	ZIP CODE:	TELEPHONE:
14 Mint Plz, 5th Floor, San Francisco	94103	(415)442.4800
PROPERTY OWNER'S EMAIL:		
julie@martinbuilding.com		

APPLICANT'S NAME:		
Same as Above ☐ Reuben, Junius and Rose: Andrew Junius		
ADDRESS:	ZIP CODE:	TELEPHONE:
One Bush Street, Suite 600, San Francisco	94104	(415)567-9000
APPLICANT'S EMAIL:		

CONTACT FOR PROJECT INFORMATION:		
Same as Above Owner ☐ or Applicant ☐		
ADDRESS:	ZIP CODE:	TELEPHONE:
		( )
CONTACT PERSON EMAIL:		

Request a meeting with PPA planner(s)? YES ☑ NO ☐

2. Location and Classification

STREET ADDRESS OF PROJECT:	ZIP CODE:
2201 Bayshore Blvd	94134
CROSS STREETS:	
Blanken Ave	

ASSESSORS BLOCK/LOT:	LOT DIMENSIONS:	LOT AREA (SQ FT):	ZONING DISTRICT:	HEIGHT/BULK DISTRICT:
5087 / 004/5	~86'x	49,532	MUG*	

*Project Sponsor will request a change in zoning from M-1 to MUG

3. Project Description

Please Check

New Construction ■ Demolition ☐ Alteration ☐ Change of Use ☐ Change of Hours ☐ Other ☐

Describe what is to be done:

Construction of two new residential buildings, with the south building being 7 stories above grade with 2 below grade parking levels, and the north building being 6 stories above grade with 2 below grade storage levels.

Additions to Building: Rear ☐ Front ☐ Height ☐ Side Yard ☐

Present or Previous Use:

Proposed Use:

4. Project Summary Table

If you are unsure of the final size of the project, provide maximum estimates. TOTALS DO NOT AUTO CALCULATE.

	EXISTING USES:	EXISTING USES TO BE RETAINED:	NET NEW CONSTRUCTION AND/OR ADDITION:	PROJECT TOTALS:
GROSS SQUARE FOOTAGE (GSF)				
Residential	0	0	187,915	187,915
Retail	0	0	0	
Office	0	0	0	
Industrial/PDR *Production, Distribution, & Repair*	0	0	0	
Parking	0	0	60,142	60,142
Other (Specify Use)	0	0	18,320	18,320
TOTAL GSF	0	0	266,377	266,377
PROJECT FEATURES				
Dwelling Units	0	0	205	205
Hotel Rooms	0	0	0	0
Parking Spaces	0	0	156	156
Loading Spaces	0	0	1	1
Number of Buildings	0	0	2	2
Height of Building(s)	0	0	57' & 68'	57' & 68'
Number of Stories	0	0	6 & 7, respectively	6 & 7, respectively

Please describe any additional project features that are not included in this table:
(Attach a separate sheet if more space is needed)

Project includes a solarium on the 7th floor of the South Building.

*Residential area includes circulation, MEP, lobby, etc.
**Other Use listed above is tenant storage in North Building

The Project was included in the Visitaction Valley and Schlage Lock Plan area and proposed for re-zoning, but it was omitted when the Plan's re-zoning legislation was passed in 2014. To allow development on the site consistent with the purposes and policies of the Visitacion Valley and Schlage Lock Plan, the Project will require re-zoning from M-1 to MUD, from 40-X height and bulk district to 57-X and 68-X, and from Zone 1 to Zone 2 of the Visitaction Valley/Schlage Lock SUD.

5. Additional Project Information

Please answer each question to the best of your ability. If the answer is unknown, please state so and provide a brief explanation. Please note that providing more information about the proposed project may result in additional and/or more detailed feedback from the Department.

1. Would the project involve a major alteration of a structure constructed 45 or more years ago or a structure in an historic district? ☐ YES ☑ NO

2. Would the project involve demolition of a structure constructed 45 or more years ago or a structure located in an historic district? ☐ YES ☑ NO

3. Would the project result in excavation or soil disturbance/modification? ☑ YES ☐ NO

   If yes, how many feet below grade would be excavated? South Building: Approx. 14' / North Building: Approx 20'

   What type of foundation would be used (if known)? _____

4. Is the project site located in an area of potential geotechnical hazard as identified in the San Francisco General Plan or on a steep slope or would the project be located on a site with an average slope of 20% or more? ☐ YES ☑ NO

5. Would the project result in ground disturbance of 5,000 gross square feet or more? ☑ YES ☐ NO

6. Would the project result in a construction of a structure 80 feet or higher? ☐ YES ☑ NO

7. Would the project impact any public property or right(s)-of-way? ☐ YES ☑ NO

8. For any project site that is located on the Maher map or is suspected of containing hazardous materials (based on a previous use such as gas station, auto repair, dry cleaners, or heavy manufacturing, or a site with underground storage tanks): ☑ YES ☐ NO
   Would the project involve soil disturbance of any amount (including grading or minor excavation for utilities) or a change of use from industrial to commercial/residential?
   If yes, please describe and provide the amount of soil disturbance in cubic yards. 11,188 cuyd
   AND
   If yes, please describe.

9. Is the project related to a larger project, series of projects, or program? ☑ YES ☐ NO

   If yes, please describe.

   Related to, but not a part of, the Visitacion Valley/Schlage Lock Plan

10. Is the project in a Community Plan Area (for example, Market/Octavia)? If yes, please identify the area. ☑ YES ☐ NO

    Visitacion Valley

Estimated Construction Costs

TYPE OF APPLICATION:
Preliminary Project Assessment

OCCUPANCY CLASSIFICATION:
R-2, S-2

BUILDING TYPE:
Type I

TOTAL GROSS SQUARE FEET OF CONSTRUCTION:
See table.

BY PROPOSED USES:
See table.

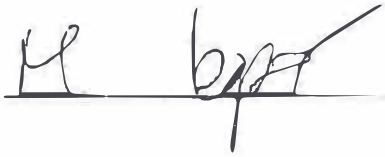
ESTIMATED CONSTRUCTION COST:
Appx. $30 million.

ESTIMATE PREPARED BY:
Project Sponsor

FEE ESTABLISHED:
$4,853

Applicant's Affidavit

Under penalty of perjury the following declarations are made:
a: The undersigned is the owner or authorized agent of the owner of this property.
b: The information presented is true and correct to the best of my knowledge.
c: The other information or applications may be required.

Signature: 

Date: May 8, 2015

Print name, and indicate whether owner, or authorized agent:

Mark Loper, Reuben, Junius & Rose, LLP

Owner / Authorized Agent (circle one)

Application Submittal Checklist

Applications listed below submitted to the Planning Department must be accompanied by this checklist and all required materials. The checklist is to be completed and **signed by the applicant or authorized agent and a Department staff person.**

APPLICATION MATERIALS	CHECKLIST
Application, with all blanks completed	☐
300-foot radius map, if applicable	■
Address labels (original), if applicable	■
Address labels (copy of the above), if applicable	■
Site Plan	☐
Floor Plan	☐
Elevations	☐
Section 303 Requirements (shown on info. sheet)	■
Prop. M Findings	■
Photographs	☐
Check payable to Planning Dept.	☐
Application signed by owner or agent	☐
Letter of authorization for agent	☐
Electronic copy of required materials	☐

NOTES:

☐ Required Material. Write "N/A" if you believe the item is not applicable, (e.g. letter of authorization is not required if application is signed by property owner.)

■ Typically would not apply. Nevertheless, in a specific case, staff may require the item.

Some applications will require additional materials not listed above. The above checklist does not include material needed for Planning review of a building permit. The "Application Packet" for Building Permit Applications lists those materials.

No application will be accepted by the Department unless the appropriate items on this checklist is completed. Receipt of this checklist, the accompanying application, and required materials by the Department serves to open a Planning file for the proposed project. After the file is established it will be assigned to a planner. At that time, the planner assigned will review the application to determine whether it is complete or whether additional information is required in order for the Department to make a decision on the proposal.

Acknowledgement and Signatures

OTHER APPLICATIONS THAT MAY BE REQUIRED:

By signing below, I acknowledge: That I have read and completed this form in its entirety; that I understand that receipt of these materials by the Department does not mean that the application has been accepted as complete; that all of the information provided in this application is accurate.

Signature: _____ Date: May 8, 2015

Print name, and indicate whether owner, or authorized agent:

Mark Loper, Reuben, Junius & Rose, LLP

Owner / Authorized Agent (circle one)

For Department Use Only

Application received by Planning Department:

By: _____ Date: _____

SAN FRANCISCO
PLANNING
DEPARTMENT

FOR MORE INFORMATION:
Call or visit the San Francisco Planning Department

Central Reception
1650 Mission Street, Suite 400
San Francisco, CA 94103-2479

TEL: **415.558.6378**
FAX: **415.558.6409**
WEB: **http://www.sfplanning.org**

Planning Information Center (PIC)
1660 Mission Street, First Floor
San Francisco, CA 94103-2479

TEL: **415.558.6377**
Planning staff are available by phone and at the PIC counter
No appointment is necessary.

MARTIN BUILDING CO

May 5, 2015

Department of City Planning
City and County of San Francisco
1650 Mission Street
San Francisco, California 941030-2414

Re:	**Property Address:**	**2201 Bayshore Boulevard**
	Block/Lot:	**Block 5087, Lot 004 and portion of Lot 005**
	Applicant:	**Martin Building Company**
	Subject:	**Project Applications and Processing**

Dear Planning Department

Martin Building Company, owner of the above referenced property, hereby authorizes Reuben, Junius & Rose, LLP and its affiliated entities, employees, and agents, to take all necessary action, including but not limited to the signing of documents and the filing of applications, required to obtain entitlements and/or complete environmental review for a project at the above-referenced property.

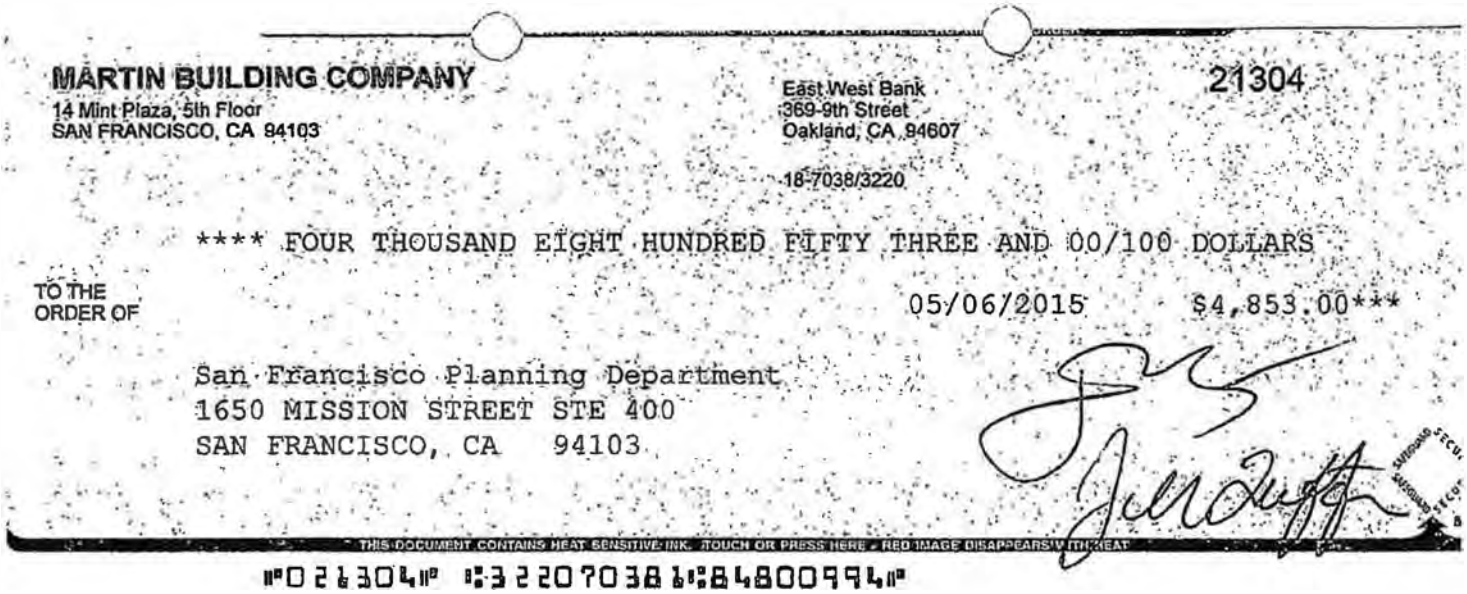
Sincerely,

Martin Building Company
Julie Heinzler, AIA

By: _____

Title: Director of Architecture

14 MINT PLAZA FIFTH FLOOR SAN FRANCISCO CALIFORNIA 94103
TELEPHONE 415.442.4800 FACSIMILE 415.442.4811 WWW.MARTINBUILDING.COM



MARTIN BUILDING COMPANY
14 Mint Plaza, 5th Floor
SAN FRANCISCO, CA 94103

East West Bank
369-9th Street
Oakland, CA 94607

21304

18-7038/3220

**** FOUR THOUSAND EIGHT HUNDRED FIFTY THREE AND 00/100 DOLLARS

TO THE ORDER OF

05/06/2015 $4,853.00***

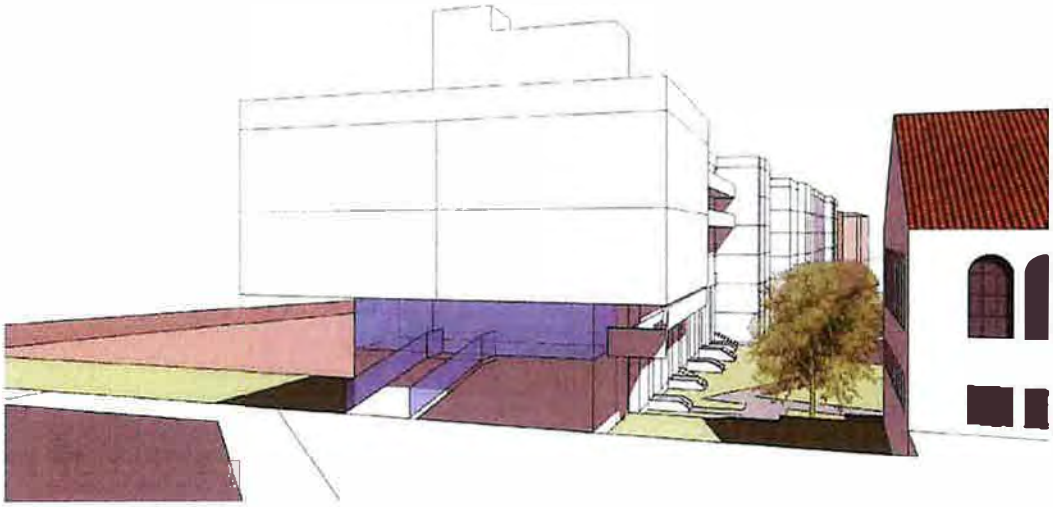
San Francisco Planning Department
1650 MISSION STREET STE 400
SAN FRANCISCO, CA 94103

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT

⑈021304⑈ ⑆322070381⑆84800994⑈

DATE:05/06/2015 CK#:21304 TOTAL:$4,853.00*** BANK:East West checking(mbcckng)
PAYEE:San Francisco Planning Department(sfplan)

Job(Prop)	Categ(Acct)	Invoice - Date	Description	Amount
2201baysh(mbc)	1525 (5050)	05/04/15-05/04/2015		4,853.00
				4,853.00



BLANKEN AVENUE
APPLICATION FOR PRELIMINARY PROJECT ASSESSMENT
MAY 6, 2015

PROJECT VOLUNTARILY INCREASES ON-SITE
AFFORDABILITY PROVISION TO 20%

BLANKEN AVENUE | SAN FRANCISCO, CA

BAR architects
900 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com
martin

05.06.15

SOUTH BUILDING STATISTICS

LEVEL	GSF	STUDIO	1 BR	2BR	TOTAL
ROOF	1,133 SF	-	-	-	-
LEVEL 7	24,003 SF	1	10	11	22
LEVEL 6	24,003 SF	1	12	12	25
LEVEL 5	24,003 SF	1	12	12	25
LEVEL 4	24,003 SF	1	12	12	25
LEVEL 3	24,003 SF	1	12	12	25
LEVEL 2	20,023 SF	1	6	8	15
LEVEL 1	23,459 SF	-	5	17	22
BASEMENT 1	30,071 SF	-	-	-	-
BASEMENT 2	30,071 SF	-	-	-	-
SOUTH TOTAL	201,313 SF	6	69	84	159

NORTH BUILDING STATISTICS

LEVEL	GSF	STUDIO	1 BR	2BR	TOTAL
ROOF	301 SF	-	-	-	-
LEVEL 6	7,286 SF	-	6	2	8
LEVEL 5	9,286 SF	-	6	4	10
LEVEL 4	9,286 SF	-	6	4	10
LEVEL 3	7,646 SF	-	6	2	8
LEVEL 2	5,365 SF	-	-	2	2
LEVEL 1	2,574 SF	-	-	8	8
BASEMENT 1	9,160 SF	-	-	-	-
BASEMENT 2	9,166 SF	-	-	-	-
NORTH TOTAL	65,064 SF	-	24	22	46

PROJECT TOTAL: 266,377 SF	6	93	106	205
UNIT MIX %	3.0%	45.3%	51.7%	100%

TOTAL RESIDENTIAL UNIT GSF: 180,351 GSF (EXCLUDING CIRCULATION, MEP, COMMON, ETC.)
TOTAL PARKING
SOUTH BASEMENT LEVEL 1
PARKING SPACES: 41 SPACES (INCLUDING 3 ACCESSIBLE)
PARKING STACKERS: 46 STACKER SPACES
SOUTH BASEMENT LEVEL 2
PARKING SPACES: 68 SPACES
CAR-SHARE SPACES: 2 CAR-SHARE SPACES

GRAND TOTAL: 154 SPACES (0.75/UNIT, EXCLUDING CAR SHARE)
156 SPACES, INCLUDING CAR SHARE SPACES

BICYCLE SPACES:
CLASS-1 128 SPACES (1 SPACE FOR EVERY UNIT UP TO 100, THEN 1 SPACE FOR EVERY 4 UNITS)
CLASS-2 10 SPACES (205 DU / 20 SPACES per DU = 10.25 (ROUND DOWN TO 10))

OPEN SPACE STATISTICS (CONTRIBUTING AREA):
205 DU * 80 SF/DU = 16,400 SF REQUIRED

	COMMON
RAYMOND OPEN SPACE:	2,519 SF
SOLARIUM:	1,452 SF
ROOF DECK SOUTH:	10,950 SF
ROOF DECK NORTH:	1,567 SF
TOTAL	16,488 SF

80.4 SF OF OPEN SPACE / UNIT (80 SF / UNIT REQUIRED)

PROPERTY SUMMARY

PARCELS (BLOCK/LOT):	5087-004, 5087-005 (PARTIAL). PARTIAL LOT 005 TO BE COMBINED WITH LOT 004.
PROJECT LOT AREA:	35,993 SF (PER SURVEY)
NEIGHBORHOOD:	VISITACION VALLEY
ADDRESS:	BLANKEN AVENUE, SAN FRANCISCO, CA 94134

PROPOSED ZONING SUMMARY

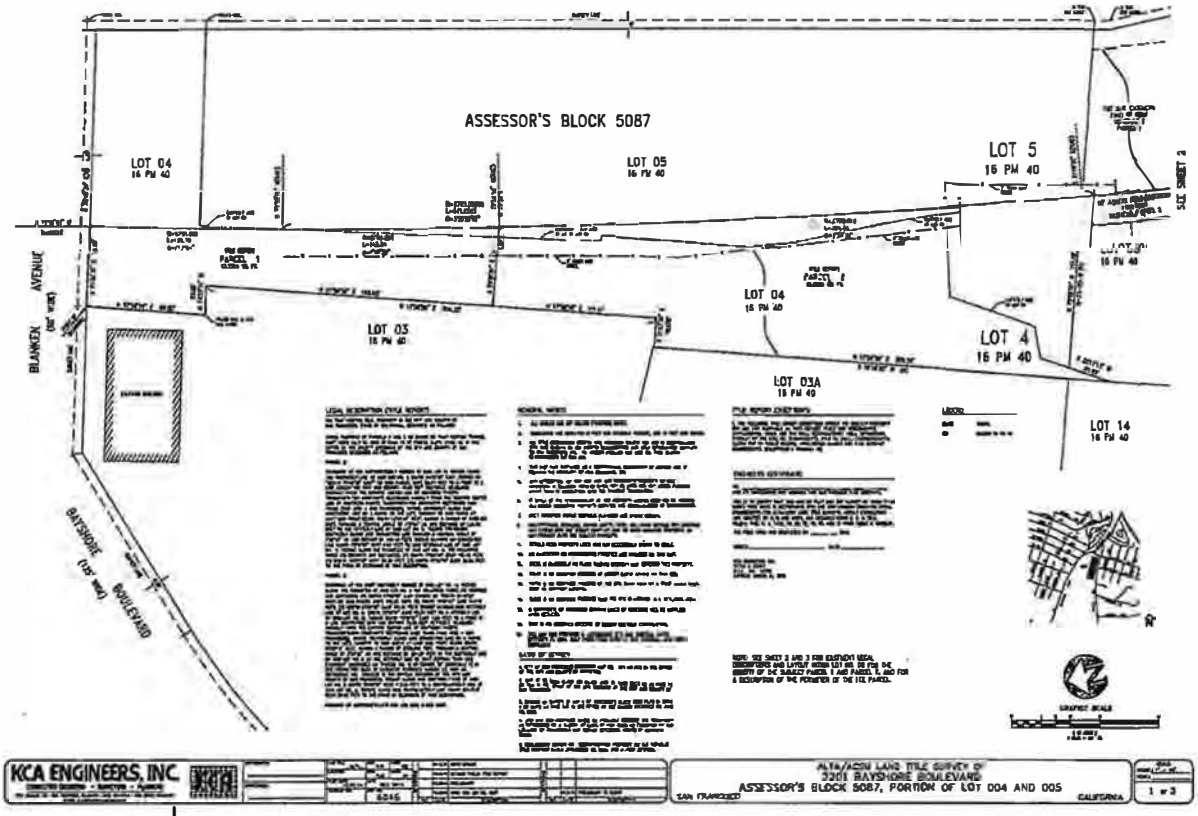
ZONING DISTRICT:	SEC.840	MUG - MIXED USE GENERAL*
HEIGHT & BULK DISTRICT:	SCHLAGE LOCK D4D	57-X, 68-X.
REAR YARD:	SEC.134 1	25% LOT DEPTH, BUT IN NO CASE LESS THAN 15 FEET
REAR YARD MODIFICATION	SEC 329	APPLIES
STREET FRONTAGE:	SEC.145.1	REQUIRED
STREET FRONTAGE -	SEC.145.1.c.1	MINIMUM 25 FEET SETBACK ON GROUND FLOOR, 15 FEET ON FLOORS ABOVE ABOVE GRADE PARKING
STREET FRONTAGE -	SEC.145.1.c.2	PARKING AND LOADING ACCESS RESTRICTIONS
STREET FRONTAGE -	SEC.145.1.c.3	REQUIREMENTS APPLY ACTIVE USES REQUIRED
STREET FRONTAGE -	SEC145.1.c.4.A	MINIMUM FLOOR-TO-FLOOR HEIGHT OF 17 FEET AT NON-RESIDENTIAL GROUND FLOOR CEILING HEIGHT
FLOOR AREA RATIO:	SEC.124	3.0 TO 1 (RESIDENTIAL SF EXEMPT)
COMMERCIAL OFF-STREET PARKING:	SEC.843.11	NONE REQUIRED. LIMITS SET FORTH IN SEC 151.1
OFF-STREET FREIGHT LOADING:	SEC 152.	ONE REQUIRED. NONE REQUIRED IF COMMERCIAL GROSS FLOOR AREA IS LESS THAN 10,000 SF AND RESIDENTIAL IS LESS THAN 100,000 SF (OFF STREET LOADING REQUIRED)
RESIDENTIAL DENSITY	SEC.840.24	NO DENSITY LIMIT
RESIDENTIAL UNIT MIX	SEC.840.25	40% OF ALL DWELLING UNITS MUST CONTAIN TWO OR MORE BEDROOMS OR 30% THREE BEDROOMS
RESIDENTIAL OPEN SPACE	SEC.840.11	80 SQ. FT. PER UNIT IF PRIVATE. 54 SQ. FT. IF PUBLICLY ACCESSIBLE
RESIDENTIAL PARKING:	SEC.840.08	NONE REQUIRED. LIMITS SET FORTH IN SEC 151.1 - FOR DWELLING UNITS AT LEAST 1,000 SQ. FT. IN SIZE WITH TWO OR MORE BEDROOMS. 1 CAR IS PERMITTED FOR FOR OTHER UNITS, UP TO 0.75 CARS FOR EACH UNIT IS PERMITTED.
EACH UNIT:		
CAR-SHARE PARKING	SEC 166 d 1	2 CAR-SHARE SPACE REQUIRED
BICYCLE PARKING	SEC.155.2	ONE CLASS 1 SPACE FOR EACH UNIT UP TO 100 SPACES, AND ONE ADDITIONAL SPACE FOR EVERY FOUR UNITS OVER 100 UNITS. ONE CLASS 2 SPACE FOR EACH 20 UNITS.

*PROJECT SPONSOR WILL REQUEST A CHANGE IN ZONING FROM M-1 TO MUG IN ORDER TO MAKE ITS ZONING CONSISTENT WITH SURROUNDING PROPERTIES, WHICH WERE RE-ZONED IN 2014 PURSUANT TO THE VISITACIONVALLEY/SCHLAGE LOCK PLAN

SUSTAINABILITY
THIS PROJECT WILL PURSUE LEED FOR HOMES PLATINUM.

UNIT AVERAGE SIZES (GROSS)

STUDIO	500 GSF
1-BEDROOM	735 GSF
2-BEDROOM	1,004 GSF



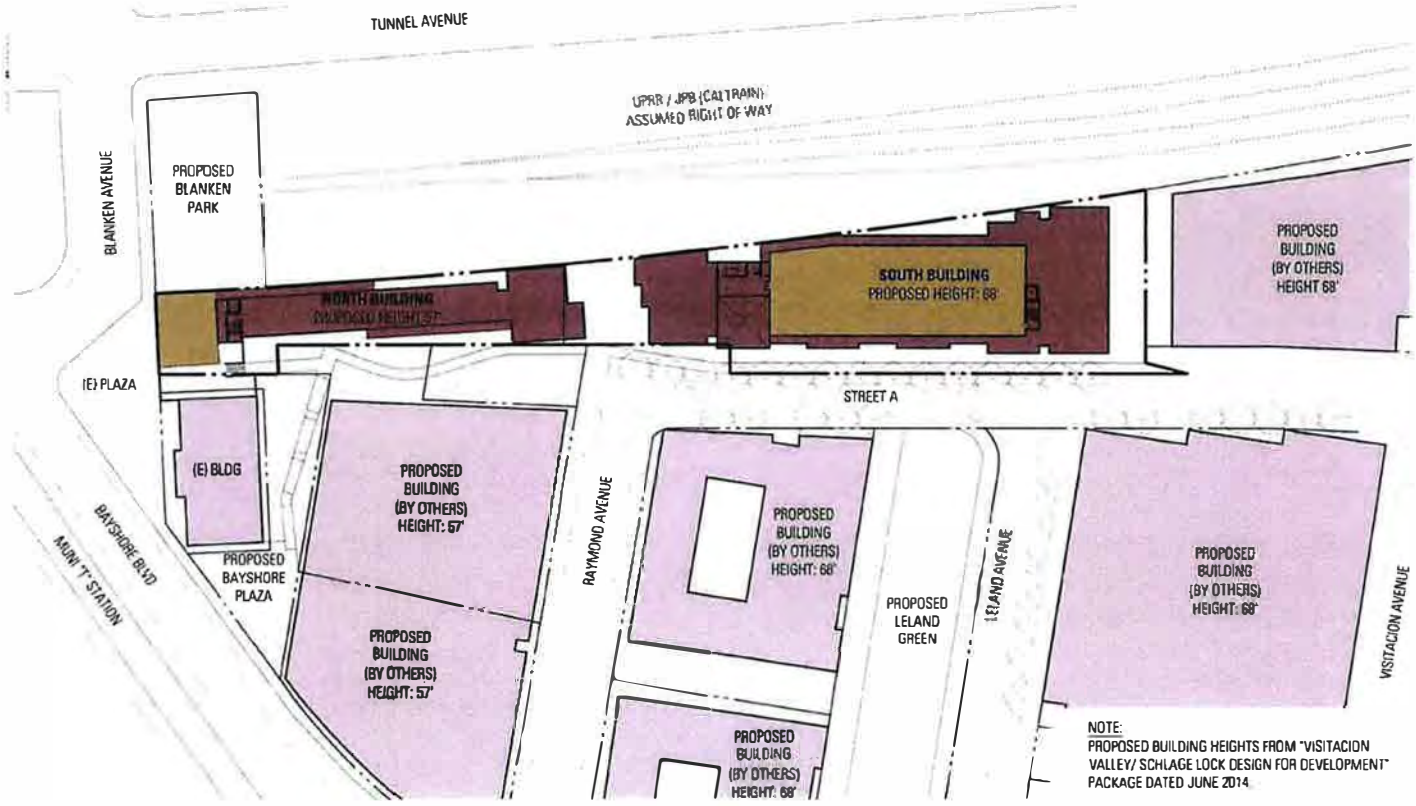
BLANKEN AVENUE | SAN FRANCISCO, CA

SITE PLAN

BAR architects
301 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

14053 | 05.08.15 | 0' 15' 30' 60' 90'

3



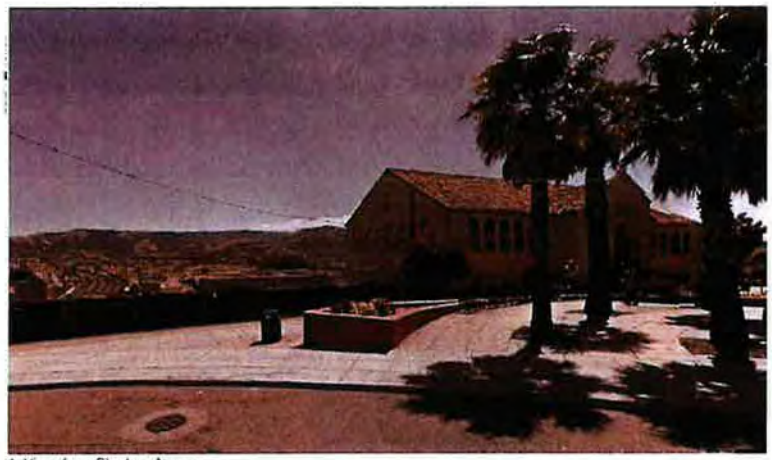
BLANKEN AVENUE | SAN FRANCISCO, CA

SITE PLAN

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

N | 14093 | 05.06.15 | 0 15' 30' 60' 90

4



1. View from Blanken Avenue



Site Aerial & Context



2. View from Tunnel Avenue



3. View from Bayshore Boulevard

BLANKEN AVENUE | SAN FRANCISCO, CA

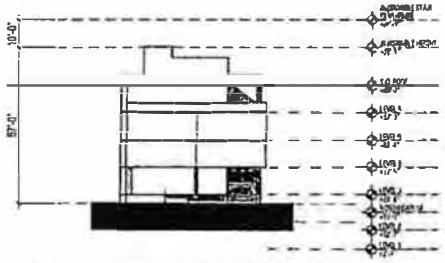
SITE PHOTOS

BARarchitects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

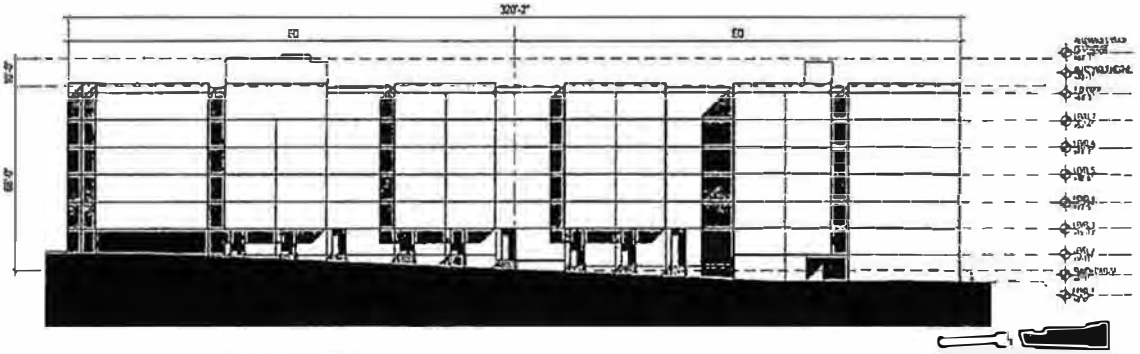
05.06.15

BUILDING HEIGHT DIAGRAMS

- HEIGHT & BULK DISTRICT: NORTH BUILDING 57-X; SOUTH BUILDING 68-X
- BUILDING HEIGHT COMPLIES WITH SECTION 260 REQUIREMENTS
- PER 260(B)(1)(B), ELEVATOR, STAIR AND MECHANICAL PENTHOUSES SHALL BE LIMITED TO THE TOP 10 FEET OF SUCH FEATURES WHERE THE HEIGHT LIMIT IS 65 FEET OR LESS. HOWEVER, FOR ELEVATOR PENTHOUSES, THE EXEMPTION SHALL BE LIMITED TO THE TOP 16 FEET AND LIMITED TO THE FOOTPRINT OF THE ELEVATOR SHAFT, REGARDLESS OF THE HEIGHT LIMIT OF THE BUILDING
- HEIGHT MEASURED: NORTH BUILDING CURB HEIGHT AT BLANKEN AVENUE (PROJECT +19'-1") PER 260(a)(1)(B) & 260(a)(3); SOUTH BUILDING CURB HEIGHT AT A STREET (PROJECT +4'-1") PER 260(a)(1)(B)



NORTH BUILDING - NORTH ELEVATION (BLANKEN AVE)



SOUTH BUILDING - EAST ELEVATION (A STREET)

KEY PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA

BUILDING HEIGHT DIAGRAM

BARarchitects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415.293.5700 | www.bararch.com
martinbuilding

14093 | 05.06.15 | 0' 8' 16' 32' 48'

OPEN SPACE (SECTION 135 & 640.11)
CODE REQUIRED*

80 SF/DU PROVIDED AS COMMON (MIN. 15'X15' & MIN. AREA OF 300 SF)

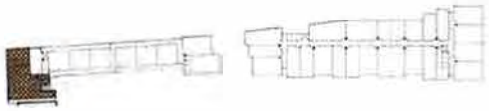
MINIMUM OPEN SPACE REQUIRED 205 DU X 80 SF/DU = 16,400 SF

	CONTRIBUTING	NON-CONTRIBUTING
COMMON USABLE OPEN SPACE PROVIDED:	16,468 SF	7,757 SF
SUB-TOTAL	16,4[illegible] SF	7,757 SF
COMBINED TOTAL:	21,[illegible] SF	

LEGEND
COMMON CONTRIBUTING
COMMON NON CONTRIBUTING



OPEN SPACE PLAN - ROOF LEVEL



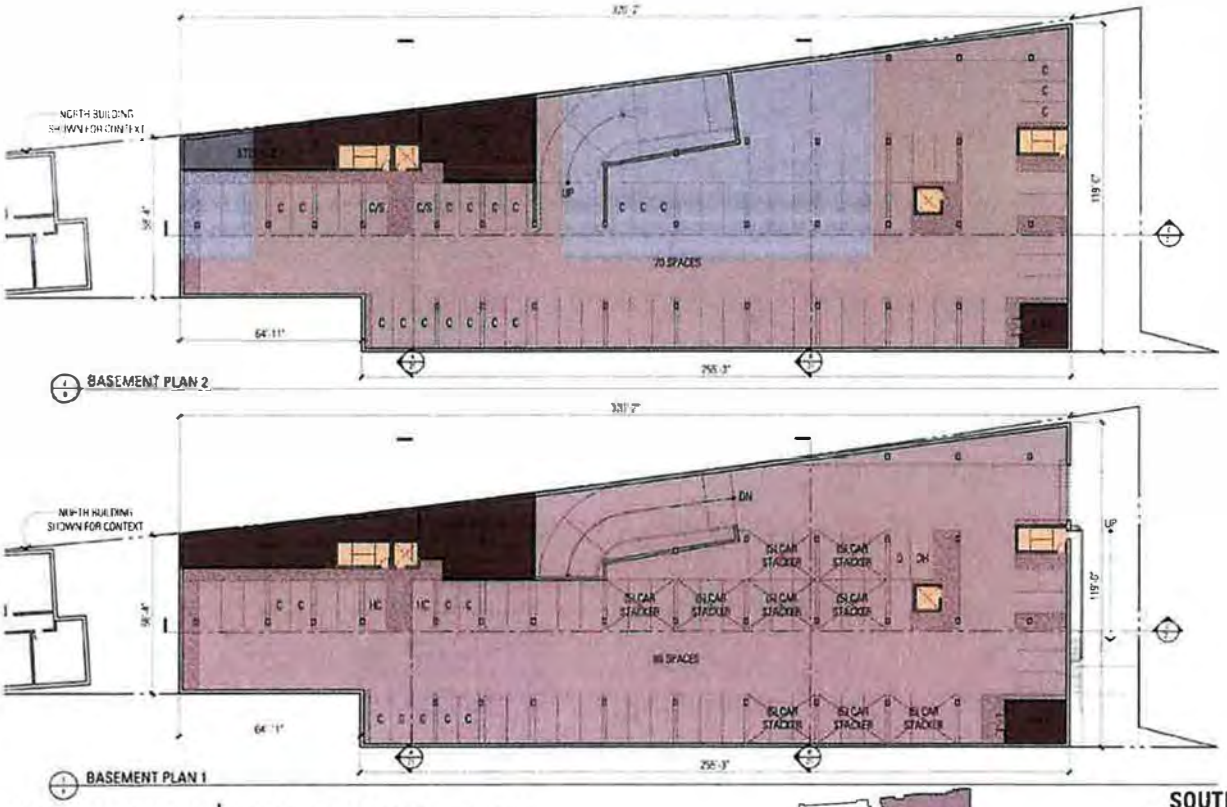
OPEN SPACE PLAN - BLANKEN PLAZA LEVEL



OPEN SPACE PLAN - LEVEL 7



OPEN SPACE PLAN - GROUND FLOOR



BLANKEN AVENUE | SAN FRANCISCO, CA

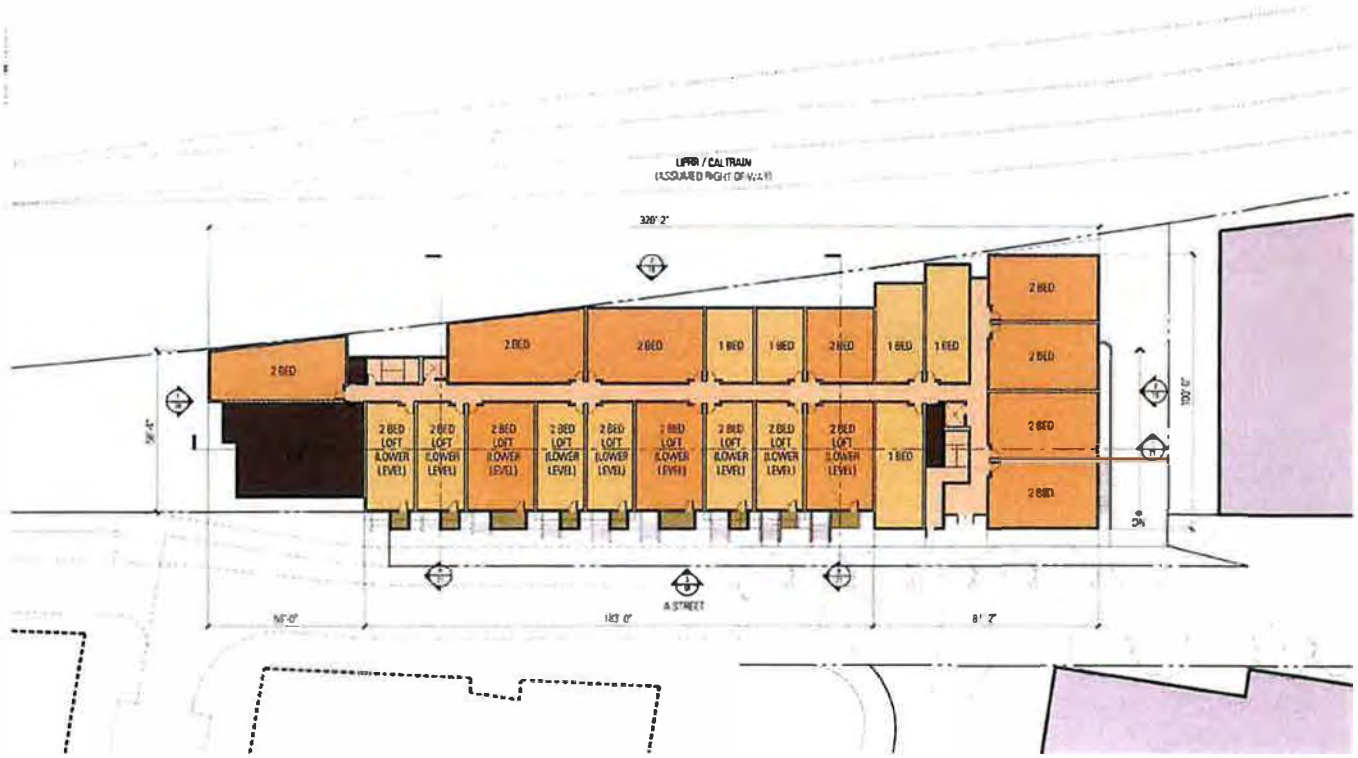
KEY PLAN

SOUTH BUILDING BASEMENT LEVELS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415.293.5700 | www.barch.com

14080 | 05.06.15 | 0 8' 16' 32' 48'

8



GROUND FLOOR PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

SOUTH BUILDING
GROUND FLOOR PLAN

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

14093 | 05.06.15

9



BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

SOUTH BUILDING
SECOND & TYPICAL FLOOR PLAN

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com
martin

14093 | 05.06.15 | 0' 8' 16' 32' 48'

10



BLANKEN AVENUE | SAN FRANCISCO, CA

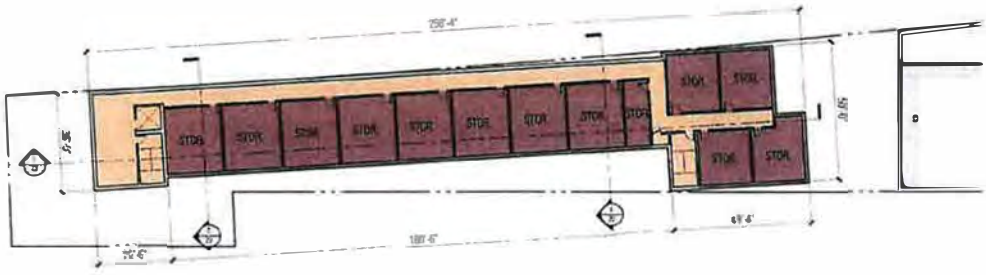
KEY PLAN

SOUTH BUILDING
SEVENTH FLOOR & ROOF PLAN

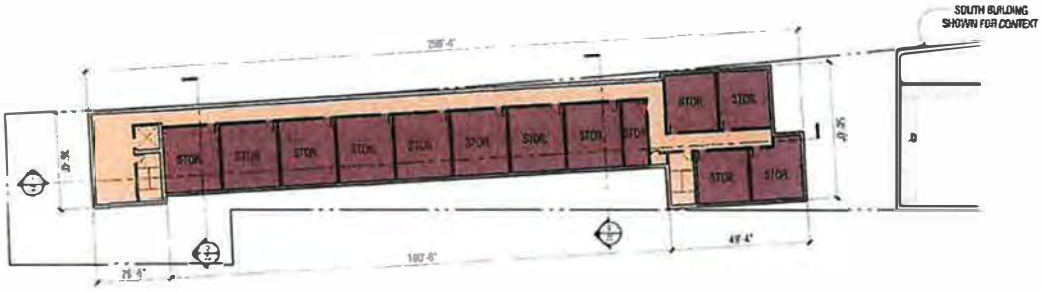
BAR architects
901 Mariners Island, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

14060 | 05.06.15 | 0 8 16 32 48

11



BASEMENT PLAN 2



BASEMENT PLAN 1

BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

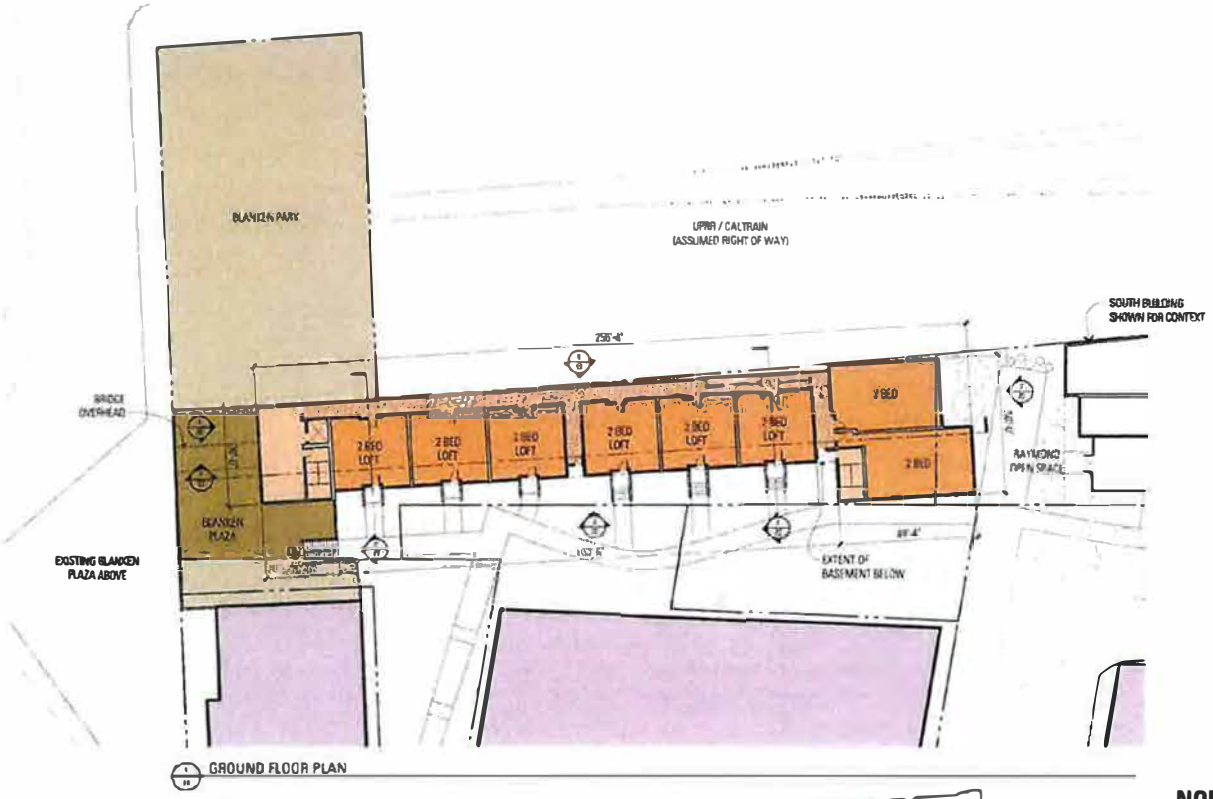
NORTH BUILDING
BASEMENT LEVELS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com martin

14053 | 05.06.15

0' 8' 16' 32' 48'

12



BLANKEN AVENUE | SAN FRANCISCO, CA

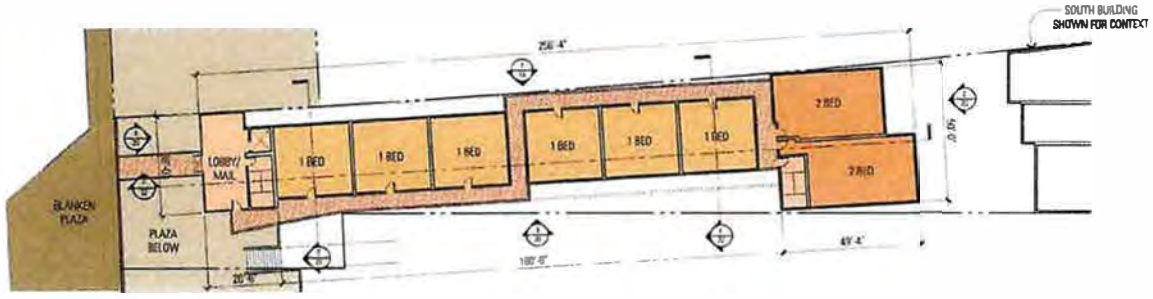
KEY PLAN

NORTH BUILDING
GROUND FLOOR PLAN

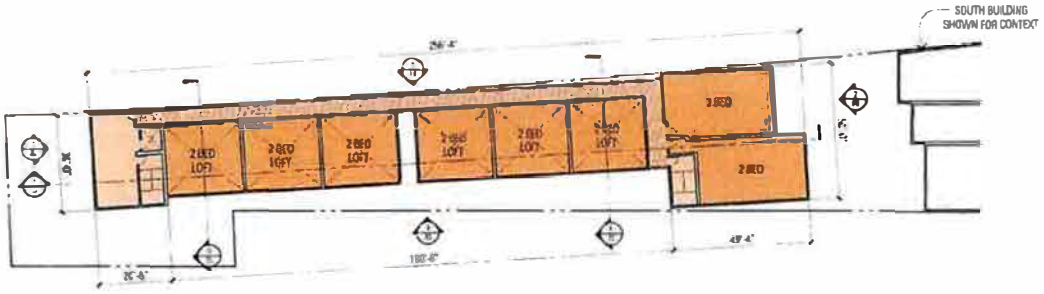
BAR architects
301 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com
martin

14093 | 05.06.15 | 0' 8' 16' 32' 48'

13



THIRD FLOOR PLAN



SECOND FLOOR PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA

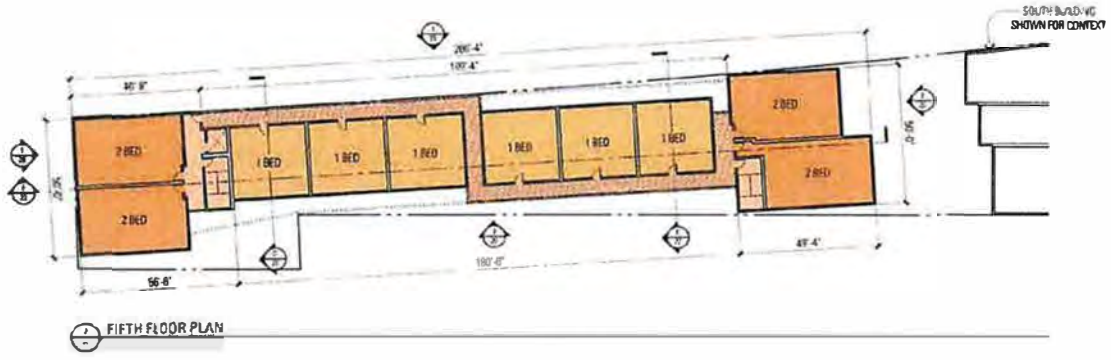
KEY PLAN

NORTH BUILDING
SECOND & THIRD FLOOR

BAR architects
901 Battery Street, Suite 300 | San Francisco CA 94111 | 415 293 5700 | www.bararch.com
martin

14083 | 05.06.15 | 0' 8' 16' 32' 48'

14



BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

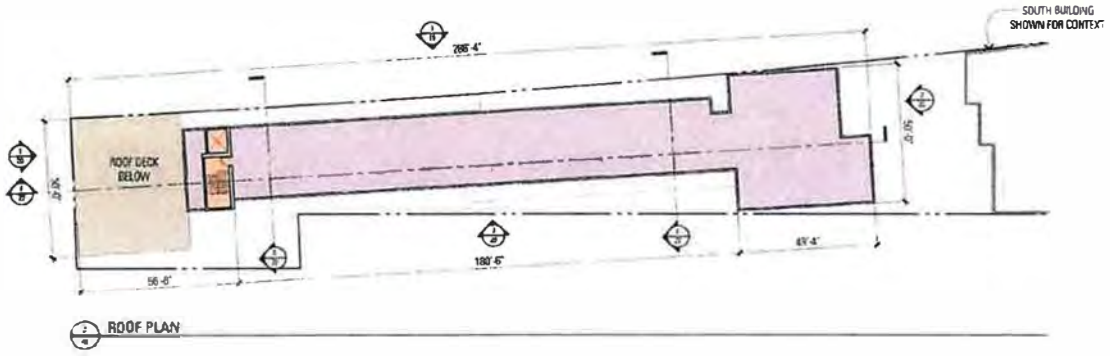
NORTH BUILDING
FOURTH & FIFTH FLOOR

BAR architects
301 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

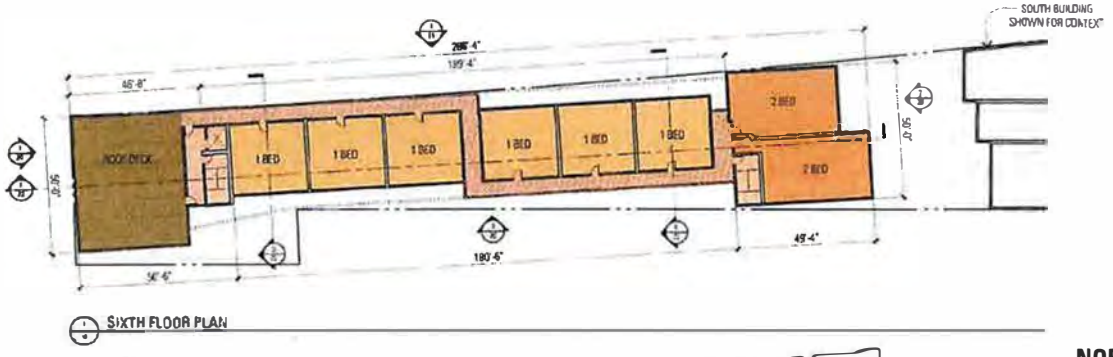
martin

14003 | 05.26.15 | 0 8 16 32 48'

15



ROOF PLAN



SIXTH FLOOR PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

NORTH BUILDING
SIXTH FLOOR & ROOF PLAN

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

14093 | 05.06.15 | 0 8' 16' 32' 64'

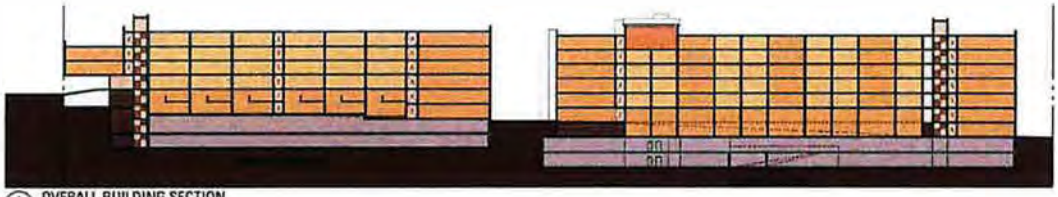
16



OVERALL EAST ELEVATION



OVERALL WEST ELEVATION



OVERALL BUILDING SECTION

BLANKEN AVENUE | SAN FRANCISCO, CA



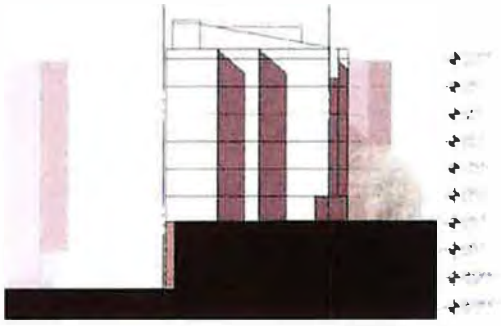
KEY PLAN

OVERALL SITE ELEVATIONS & SECTION

BARarchitects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

14093 | 05.06.15 | 0 15 30 60 90

17



SOUTH BUILDING - NORTH ELEVATION



SOUTH BUILDING - SOUTH ELEVATION



SOUTH BUILDING - WEST ELEVATION

BLANKEN AVENUE | SAN FRANCISCO, CA



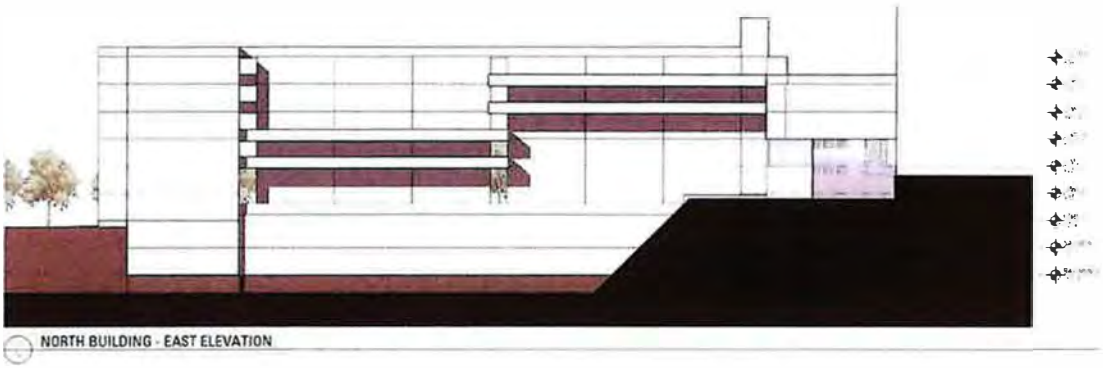
KEY PLAN

SOUTH BUILDING ELEVATIONS

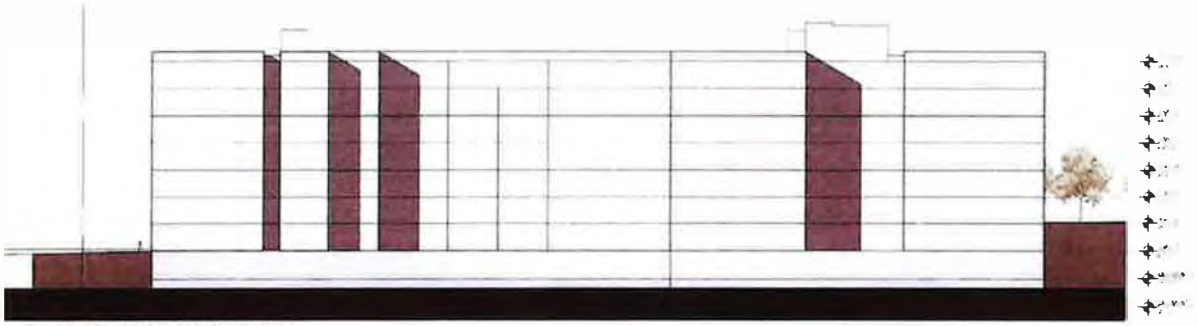
BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martin

14053 | 05.06.15 | 0' 8' 16' 32' 48'



NORTH BUILDING - EAST ELEVATION



SOUTH BUILDING - EAST ELEVATION

BLANKEN AVENUE | SAN FRANCISCO, CA



KEY PLAN

NORTH & SOUTH BUILDING ELEVATIONS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com
martin

14093 | 05.06.15 | 0' 8' 16' 32' 48'



NORTH BUILDING - NORTH ELEVATION



NORTH BUILDING - SOUTH ELEVATION



NORTH BUILDING - WEST ELEVATION

BLANKEN AVENUE | SAN FRANCISCO, CA



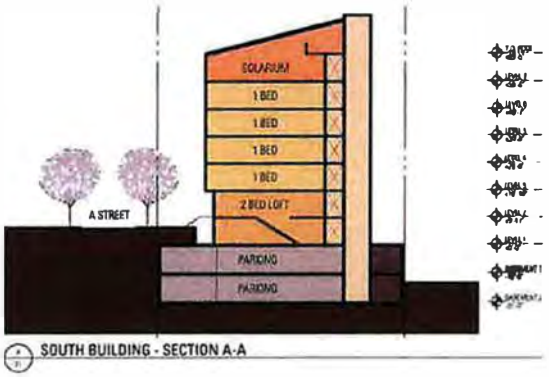
KEY PLAN

NORTH BUILDING ELEVATIONS

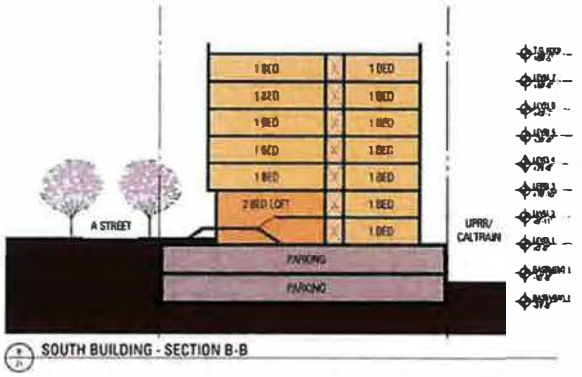
BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martin

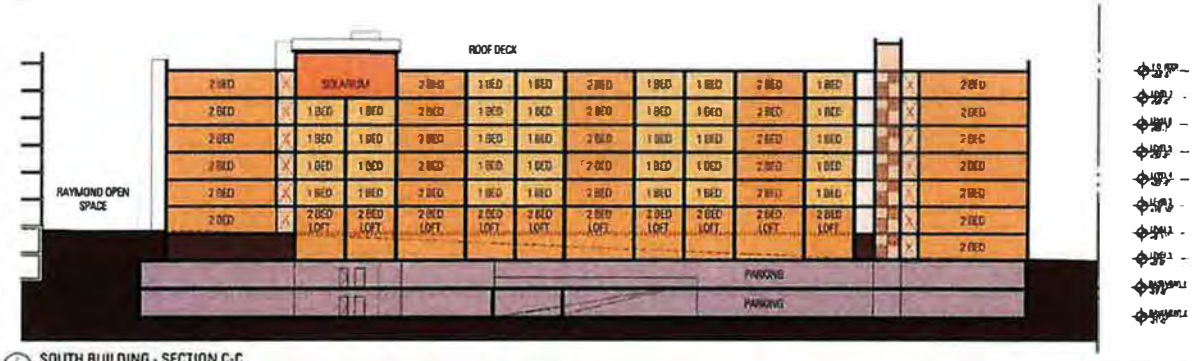
18093 | 05 06 15 | 0 8 16 32 48



SOUTH BUILDING - SECTION A-A



SOUTH BUILDING - SECTION B-B



SOUTH BUILDING - SECTION C-C

BLANKEN AVENUE | SAN FRANCISCO, CA



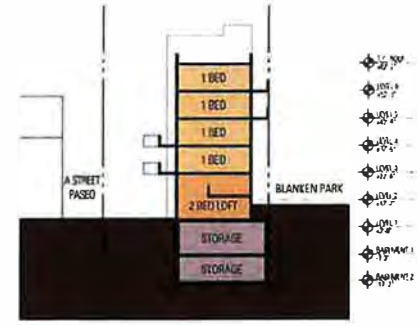
KEY PLAN

SOUTH BUILDING SECTIONS

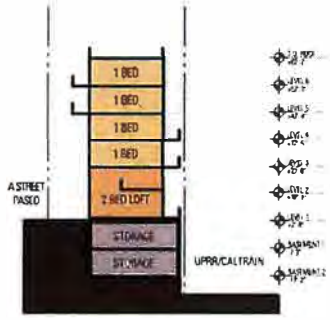
BAR architects
301 Battery St. #E, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com
martin

18093 | 05.06.15 | 0 8' 16' 32' 48'

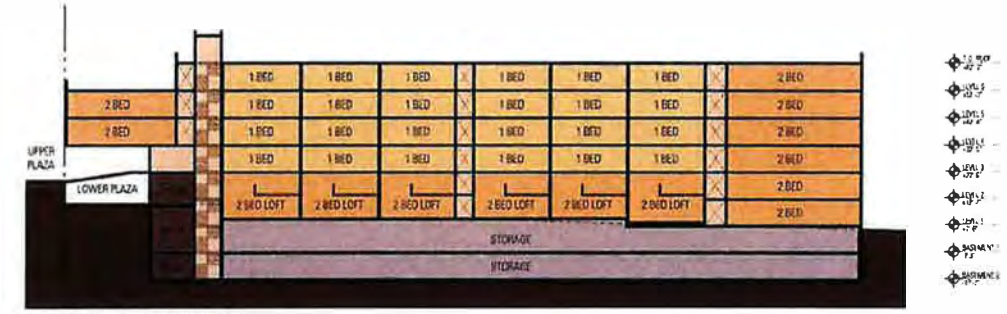
21



NORTH BUILDING - SECTION D-D



NORTH BUILDING - SECTION E-E



NORTH BUILDING - SECTION F-F

BLANKEN AVENUE | SAN FRANCISCO, CA



KEY PLAN

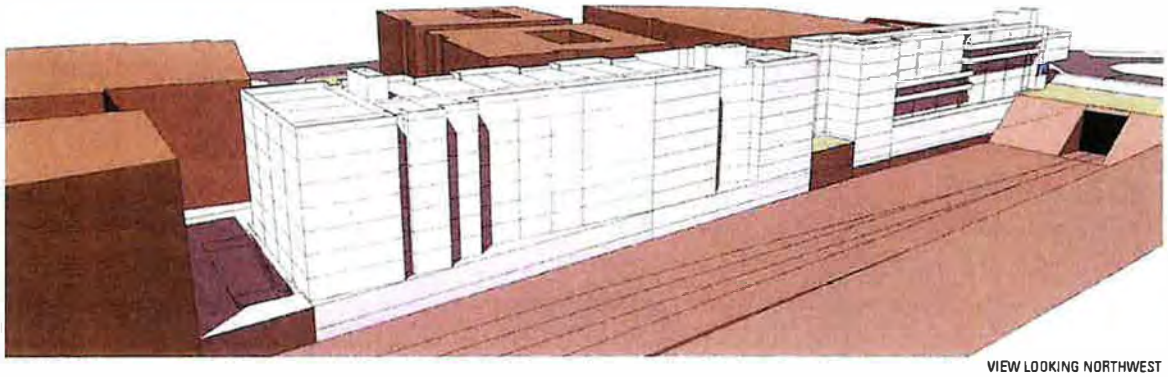
NORTH BUILDING SECTIONS

BARarchitects

901 Battery Street, Suite 350 | San Francisco, CA 94111 | 415.293.5700 | www.bararch.com

14050 | 05.06.15 | 0 8 16 32 48

22



VIEW LOOKING NORTHWEST



VIEW LOOKING EAST

BLANKEN AVENUE | SAN FRANCISCO, CA

BIRDS EYE VIEW

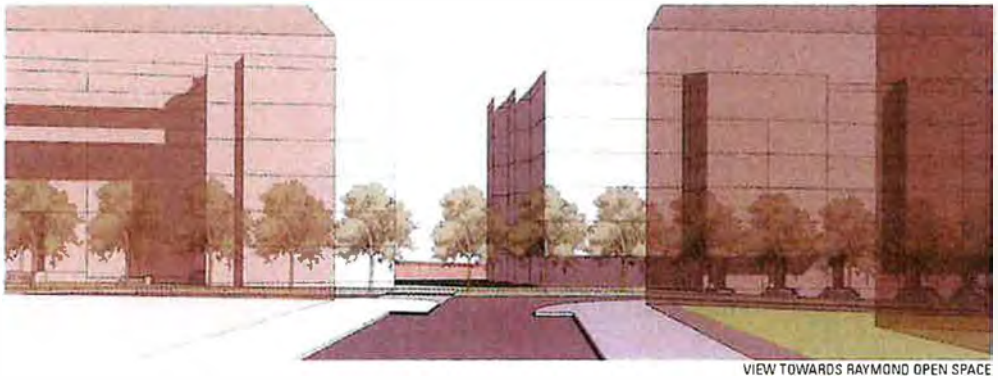
BAR architects
900 [illegible] Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

marin

14033 | 05.06.15



VIEW FROM EXISTING BLANKEN PLAZA



VIEW TOWARDS RAYMOND OPEN SPACE

BLANKEN AVENUE | SAN FRANCISCO, CA

PERSPECTIVE VIEWS

BAR architects
901 Battery Street Suite 300 | San Francisco CA 94111 | 415 293 5700 | www.baraich.com

14093 | 05.06.15

24

SAN FRANCISCO
PLANNING DEPARTMENT

MEMO

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

DATE: **August 7, 2015**

TO: **Andrew Junius**

FROM: **Kate Conner, Planning Department**

RE: **PPA Case No. 2015-006509PPA for 2201 Bayshore Boulevard**

Please find the attached Preliminary Project Assessment (PPA) for the address listed above. You may contact the staff contact, Erika S. Jackson, at (415) 558-6363 or erika.jackson@sfgov.org, to answer any questions you may have, or to schedule a follow-up meeting.

Kate Conner, Senior Planner

SAN FRANCISCO
PLANNING DEPARTMENT

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Preliminary Project Assessment

Date:	August 7, 2015
Case No.:	**2015-006509PPA**
Project Address:	2201 Bayshore Boulevard
Block/Lot:	5087/004-005
Zoning:	M-1 Schlage Lock Visitacion Valley SUD 40-X
Area Plan:	Visitacion Valley/Schlage Lock Area Plan
Project Sponsor:	Andrew Junius 415-567-9000
Staff Contact:	Erika S. Jackson – 415-558-6363 erika.jackson@sfgov.org

DISCLAIMERS:

This Preliminary Project Assessment (PPA) letter provides feedback to the project sponsor from the Planning Department regarding the proposed project described in the PPA application submitted on May 8, 2015, as summarized below. This PPA letter identifies Planning Department review requirements for the proposed project, including those related to environmental review, approvals, neighborhood notification and public outreach, the Planning Code, project design, and other general issues of concern for the project. Please be advised that the PPA application does not constitute an application for development with the Planning Department. The PPA letter also does not represent a complete review of the proposed project, does not grant a project approval of any kind, and does not in any way supersede any required Planning Department approvals listed below.

The Planning Department may provide additional comments regarding the proposed project once the required applications listed below are submitted. While some approvals are granted by the Planning Department, some are at the discretion of other bodies, such as the Planning Commission or Historic Preservation Commission. Additionally, it is likely that the project will require approvals from other City agencies such as the Department of Building Inspection, Public Works, the Municipal Transportation Agency, Department of Public Health, San Francisco Public Utilities Commission, and others. The information included herein is based on the PPA application and plans, the Planning Code, General Plan, Planning Department policies, and local/state/federal regulations as of the date of this document, all of which are subject to change.

PROJECT DESCRIPTION:

The proposal is to construct two new residential buildings totaling approximately 188,000 square feet with a total of 205 dwelling units and 156 parking spaces. The south building is proposed to be 68 feet tall with 7 stories above grade and 2 below grade parking levels. The north building is proposed to be 57 feet tall with 6 stories above grade and 2 below grade storage levels. The project also proposes to change

the Zoning District from M-1 to MUG, and change the Height and Bulk District from 40-X to 57-X and 68-X.

ENVIRONMENTAL REVIEW:

In order to begin formal environmental review, please submit an **Environmental Evaluation Application (EEA)**. The EEA can be submitted at the same time as the PPA Application. The environmental review may be done in conjunction with the required approvals listed below, but must be completed before any project approval may be granted. **Note that until an entitlement application is submitted to the Current Planning Division, only the proposed Project Description will be reviewed by the assigned Environmental Coordinator.** EEAs are available in the Planning Department lobby at 1650 Mission Street, Suite 400, at the Planning Information Center at 1660 Mission Street, and online at www.sfplanning.org under the "Publications" tab. See "Environmental Applications" on page 2 of the current Fee Schedule for a calculation of environmental application fees.[1]

On December 18, 2008 the San Francisco Planning Commission and former San Francisco Redevelopment Agency certified the Final Environmental Impact Report for the Visitacion Valley Redevelopment Program (*Visitacion Valley Redevelopment Program EIR*, File No. 2006.1308E). The *Visitacion Valley Redevelopment Program EIR* analyzed the Redevelopment Program for an approximately 46-acre project site in San Francisco's Visitacion Valley neighborhood. The project site is comprised of two Redevelopment Zones: Redevelopment Zone 1 encompasses approximately 20 acres located east of Bayshore Boulevard, including the former Schlage Lock property, former Southern Pacific Transportation Company property, and other industrial parcels. Redevelopment Zone 2 encompasses an approximately 26-acre area featuring a mix of commercial, light industrial, residential, and mixed-use parcels fronting Bayshore Boulevard and both sides of Leland Avenue.

On May 27, 2014, the Planning Department prepared an Addendum to the Visitacion Valley Redevelopment Program EIR (*Addendum 1*, File No. 2006.1308E) in response to revisions to the proposed Redevelopment Program (Modified Project). The Modified Project included increased height limits and revised net growth projections for new residential units, new neighborhood-serving commercial space, and new cultural, institutional and educational development within Redevelopment Zone 1. The Modified Project did not include any changes to Redevelopment Zone 2.

The proposed project site is located within Redevelopment Zone 1. If it is determined that the proposed project was not analyzed in *Addendum 1*, a second addendum to the *Visitacion Valley Redevelopment Program EIR* may be prepared for the proposed project. However, if after performing the background studies it is determined that new impacts would occur that were not identified in the *Visitacion Valley Redevelopment Program EIR* and/or additional mitigation measures are necessary, an addendum cannot be prepared; an Initial Study would be required.

Below is a list of topic areas addressed through the environmental review process. Some of these would require additional study based on the preliminary review of the project as it is proposed in the PPA application.

---

1 San Francisco Planning Department. *Schedule for Application Fees*. Available online at: http://www.sf-planning.org/Modules/ShowDocument.aspx?documentid=513.

- **Historic Resources.** The project site contains one or more buildings previously determined to be eligible for national, state, or local listing as a historic resource. The property was surveyed as part of the *Visitacion Valley Redevelopment Program EIR*. Therefore, the proposed project is subject to review by the Department's Historic Preservation staff. To assist in this review, the project sponsor must hire a qualified professional to prepare a Historic Resource Evaluation (HRE) report. The professional must be selected from the Planning Department's Historic Resource Consultant Pool. Please contact Tina Tam, Senior Preservation Planner, via email (tina.tam@sfgov.org) for a list of three consultants from which to choose. The selected consultant must scope the HRE in consultation with Department Historic Preservation staff. Please contact the HRE scoping team at HRE@sfgov.org to arrange the HRE scoping. Following an approved scope, the historic resource consultant should submit the draft HRE report for review to Environmental Planning after the project sponsor has filed the EE Application and updated it as necessary to reflect feedback received in the PPA letter. Historic Preservation staff will not begin reviewing the project until a complete draft HRE is received.

- **Archeological Resources.** The proposed project would include soil-disturbing activities associated with building construction, including excavation that would reach a depth of approximately 17 to 21 feet below grade, in Redevelopment Zone 1. The project site is also located within an Archeologically Sensitive Area. As such, the proposed project could be subject to *Visitacion Valley Redevelopment Program EIR Cultural and Historical Resources Mitigation Measure 10-2: Disturbance of Known Archeological Resources.* The proposed project will require Preliminary Archeological Review (PAR) by a Planning Department archeologist. The PAR will assess the archeological sensitivity of the project site based on in-house source material and will consider the potential for archeological impacts resulting from proposed soils disturbance. Please provide detailed information, including sections, of proposed soils-disturbing activities, such as grading, excavation, installation of foundations, soils improvement, and site remediation with the EEA, and submit any available geotechnical/soils or Phase II hazardous materials reports prepared for the project to assist in this review.

  In accordance with *Cultural and Historical Resources Mitigation Measure 10-2*, the project sponsor shall retain the services of a qualified archeological consultant, subject to the review and approval by the Department Archeologist. The project sponsor must contact the Department Archeologist to obtain the names and contact information for the next three archeological consultants on the QACL. The archeological consultant shall determine, in consultation with the Department, project locations and activities that may affect archeological resource sites, identify measures needed to address the potential effect. These measures may include preparation of an Archeological Testing Program (ATP), conducting an Archeological Monitoring Program (AMP) and/or Archeological Data Recovery Program (ADRP), and other appropriate measures such as those described in *Cultural and Historical Resources Mitigation Measure 10-2* and *Visitacion Valley Redevelopment Program EIR Cultural and Historical Resources Mitigation Measure 10-3: Disturbance of Unknown Archeological Resources.*
  In addition, *Visitacion Valley Redevelopment Program EIR Cultural and Historical Resources Mitigation Measure 10-5: Disturbance of Paleontological Resource* could apply to the proposed project. This measure is intended to avoid any potential adverse effect on accidentally discovered buried or submerged paleontological resources. Should a paleontological resource be encountered on the project site, the project sponsor must immediately suspend any project-related soil-disturbing activities and retain the service of a qualified paleontological consultant to identify and evaluate the resource. Based on

this assessment, the paleontological consultant would determine the appropriate action necessary to prevent any significant adverse effects on the resource, in consultation with the Department.

- **Transportation.** Based on the Planning Department's Transportation Impact Analysis Guidelines for Environmental Review,[2] the project would require additional transportation analysis to determine whether the project may result in a significant impact. Therefore, the Planning Department requires that a consultant listed in the Planning Department's Transportation Consultant Pool prepare a Transportation Impact Study. You are required to pay additional fees for the study; please contact Virnaliza Byrd at (415) 575-9025 to arrange payment. Once you pay the fees, please contact Manoj Madhavan at (415) 575-9095 or manoj.madhavan@sfgov.org so that he can provide you with a list of three consultants from the pre-qualified Transportation Consultant Pool. Upon selection of a transportation consultant, the Department will assign a transportation planner who will direct the scope of the consultant-prepared study.

  Additionally, the project site is located near a high-injury pedestrian intersection as mapped by Vision Zero.[3] Planning staff have reviewed the proposed site plans and offer the following recommendations, some of which address the safety of persons walking and cycling to and from project site and vicinity:

  - Show the project site in context of the surrounding street network, and clarify that Leland Avenue and Raymond Avenue are proposed and have not yet been constructed.
  - Clarify whether the proposed Bayshore Plaza would be included in this project.
  - Provide a circulation plan for the proposed project that includes: Sidewalk widths, driveway location (existing and proposed with widths), pedestrian and bicycle access points to the building, circulation on the project site (i.e. between the proposed buildings).

- **Noise.** The proposed project could be subject to *Visitacion Valley Redevelopment Program EIR Noise Mitigation Measure 13-1: Project-Facilitated Remediation-, Demolition-, and Construction-Period Noise. Noise Mitigation Measure 13-1* requires that project sponsors incorporate remediation, demolition, and construction noise abatement measures into contractor agreements as a condition of demolition and construction permit issuance. Noise generated by construction-related activities would also be regulated by the San Francisco Noise Ordinance (San Francisco Police Code, Article 29), which includes restrictions on the type of construction equipment used and the hours during which construction may occur. Detailed information on construction equipment, phasing, and duration of each construction phase may be required as part of the environmental evaluation to assess the project's construction noise levels and methods to reduce such noise, as feasible.

  The proposed project would include locating new residential development on a project site within approximately 110 feet of the Caltrain line; therefore, *Visitacion Valley Redevelopment Program EIR Noise Mitigation Measure 13-2: Project-Facilitated Groundborne Vibration Levels* would apply to the project. This measure requires that the project sponsor conduct a vibration study demonstrating that groundborne vibrations associated with rail operations would not exceed applicable Federal

---

2 This document is available at: http://www.sf-planning.org/index.aspx?page=1886.

3 This document is available at: http://www.sfmta.com/sites/default/files/projects/2015/vision-zero-san-francisco.pdf.

Transportation Authority (FTA) thresholds or can be reduced to acceptable levels through building design or construction design measures.

Visitacion Valley Redevelopment Program EIR Noise Mitigation Measure 13-3: Potential Exposure of New, Project-Facilitated Noise-Sensitive Development to Ambient Noise Levels Exceeding Standards could also be required for the proposed project. *Noise Mitigation Measure 13-3,* which is intended to reduce potential conflicts between existing noise-generating uses and new sensitive receptors, requires that a noise analysis be prepared for new development including a noise-sensitive use, prior to issuance of a residential building permit. The analysis must include, at a minimum, a site survey to identify potential noise-generation uses within 900 feet of, and that have a direct line-of-sight to, the project site. At least one 24-hour noise measurement (with average and maximum noise level readings taken so as to able to accurately describe maximum levels reached during nighttime hours) shall be included in the analysis. The analysis shall be prepared by person(s) qualified in acoustical analysis and/or engineering and shall demonstrate with reasonable certainty that Title 24 standards can be met, and that there are no particular circumstances about the project site that appear to warrant heightened concern about noise levels in the vicinity. In addition, the study shall provide noise reduction measures, such as those described in *Noise Mitigation Measure 13-3.*

- **Air Quality.** The proposed excavation exceeds the Bay Area Air Quality Management District's (BAAQMD) screening levels for construction-related criteria air pollutants.[4] Therefore, an analysis of the project's criteria air pollutant emissions is likely to be required. Please provide detailed information related to construction equipment, phasing and duration of each phase, and volume of excavation as part of the EEA.

  In addition, project-related demolition, excavation, grading and other construction activities may cause wind-blown dust that could contribute particulate matter into the local atmosphere. To reduce construction dust impacts, the proposed project will be required to adhere to the dust control requirements set forth in the Construction Dust Ordinance contained in San Francisco Health Code Article 22B and San Francisco Building Code Section 106.A.3.2.6. The proposed project is also required to prepare a Construction Dust Control Plan for review and approval by the Department of Public Health (DPH).

  The project site is not located within an Air Pollutant Exposure Zone, as mapped and defined by Health Code Article 38. The Air Pollutant Exposure Zone identifies areas with poor air quality based on an inventory and modeling assessment of air pollution, exposures, and health vulnerability from mobile, stationary, and area source emissions within San Francisco. Given that the project site is not within an Air Pollutant Exposure Zone, additional measures or analysis related to local health risks are not likely to be required. However, if the project would include new sources of toxic air contaminants including, but not limited to, emissions from diesel generators or boilers, or any other stationary sources, the project would result in toxic air contaminants that may affect both on-site and off-site sensitive receptors. Detailed information related to any proposed stationary sources must be provided with the EEA.

---

4 BAAQMD, *CEQA Air Quality Guidelines,* May 2011, Chapter 3.

Equipment exhaust measures during construction, such as those listed in *Visitacion Valley Redevelopment Program EIR Air Quality Mitigation Measure 9-1-C: Remediation- and Construction-Related Air Quality Impacts* will likely be required. *Visitacion Valley Redevelopment Program EIR Air Quality Mitigation Measure 9-2: Long-Term Regional Emissions Impacts*, which establishes strategies for reducing overall emissions from traffic and area sources, would likely apply to the proposed project.

- **Greenhouse Gases.** *The City and County of San Francisco's Strategies to Address Greenhouse Gas Emissions* presents a comprehensive assessment of policies, programs, and ordinances that represents San Francisco's Qualified Greenhouse Gas (GHG) Reduction Strategy. Projects that are consistent with San Francisco's Qualified GHG Reduction Strategy would result in less-than-significant impacts from GHG emissions. In order to facilitate a determination of compliance with San Francisco's Qualified GHG Reduction Strategy, the Planning Department has prepared a Greenhouse Gas Analysis Compliance Checklist.[5] The project sponsor is required to submit the completed table regarding project compliance with the identified regulations and provide project-level details in the discussion column. This information will be reviewed by the environmental planner during the environmental review process to determine if the project would comply with San Francisco's Greenhouse Gas Reduction Strategy. Projects that do not comply with an ordinance or regulation may be determined to be inconsistent with the Greenhouse Gas Reduction Strategy.

- **Geology.** The proposed project would be located on a project site with a slope greater than 20 percent and would include approximately 11,188 cubic yards of excavation. Therefore, a geotechnical study is required. The geotechnical study must be prepared by a qualified consultant and submitted with the EEA, and should provide recommendations for any geotechnical concerns identified in the study. In general, compliance with the building codes would avoid the potential for significant impacts related to structural damage, ground subsidence, liquefaction, landslides, and surface settlement. To assist Planning Department staff in determining whether the project would result in environmental impacts related to geological hazards, it is recommended that you provide a copy of the geotechnical information with boring logs for the proposed project. This study will also help inform the Department Archeologist of the project site's subsurface geological conditions.

- **Hazardous Materials.** The proposed project would include excavation of approximately 11,188 cubic yard of soil in order to accommodate the basement levels of the proposed buildings, which would be approximately 17 to 21 feet below grade. The project site is also located in Redevelopment Zone 1 on the former Southern Pacific Transportation Company property where historical uses, and previous industrial activities on adjacent property, have resulted in soil and groundwater contamination. The California Department of Toxic Substances Control (DTSC) is the designated lead agency for determination and oversight of soil and groundwater cleanup requirements for the proposed project site. Implementation of future development in Redevelopment Zone 1 would be dependent on the site's cleanup according to DTSC protocols.

  In addition, the proposed project is subject to Article 22A of the Health Code, also known as the Maher Ordinance. The Maher Ordinance, which is administered and overseen by the Department of

[5] Refer to http://sf-planning.org/index.aspx?page=1886 for latest "Greenhouse Gas Compliance Checklist for Private Development Projects."

Public Health, requires the project sponsor to retain the services of a qualified professional to prepare a Phase I Environmental Site Assessment (ESA) that meets the requirements of Health Code Section 22.A.6. As the lead agency for remediation activities in Redevelopment Zone 1, DTSC would coordinate with DPH on the implementation of the Maher Program on the project site.
DPH requires that projects subject to the Maher Ordinance complete a Maher Application, available at: http://www.sfdph.org/dph/EH/HazWaste/hazWasteSiteMitigation.asp. Fees for DPH review and oversight of projects subject to the ordinance would apply. Please refer to DPH's fee schedule, available at: http://www.sfdph.org/dph/EH/Fees.asp#haz. Please provide a copy of the submitted Maher Application and Phase I ESA with the EEA.

- **Hydrology and Water.** Based on the *Visitacion Valley Redevelopment Program EIR*, the project site is located in an area with the potential for soil erosion. The proposed project would include approximately 11,188 cubic yards of excavation. Therefore, *Visitacion Valley Redevelopment Program EIR Hydrology and Water Quality Mitigation Measure 12-2: Increased Risk of Soil Erosion and Contaminant Spills During Project Remediation and Construction,* which requires project sponsors to implement design features and measures to minimize project-generated erosion and control for potential hazardous materials spills, would likely apply.

- **Tree Planting and Protection.** The Department of Public Works Code Section 8.02-8.11 requires disclosure and protection of landmark, significant, and street trees located on private and public property. Any such trees must be shown on the site plans with the size of the trunk diameter, tree height, and accurate canopy drip line. Please submit the *Tree Planting and Protection Checklist* with the EEA and ensure that trees are appropriately shown on site plans. Also see the comments below under "Street Trees."

PLANNING DEPARTMENT APPROVALS:

The project requires the following Planning Department approvals. These approvals may be reviewed in conjunction with the required environmental review, but may not be granted until after the required environmental review is completed. Please note that the subject parcel is located within the Visitacion Valley Schlage Lock Plan Area.

1. **Rezoning.** The project site is located within an M-1 (Light Industrial) Zoning District. The proposed residential project would not be permitted at the proposed density. The proposed project includes a rezoning of the property to the MUG (Mixed Use General) Zoning District, which requires the Board of Supervisors approval of a Zoning Map Amendment for the subject parcel.

2. **Height District Reclassification.** The project site is located within a 40-X Height and Bulk District. The height of the proposed project would exceed the existing height limit. The proposed project includes a rezoning of the property to the 57-X and 68-X Height and Bulk Districts, which requires the Board of Supervisors approval of a Height District Reclassification for the subject parcel.

3. A **Lot Line Adjustment Application** from the Department of Public Works is required for the proposed lot line adjustment.

4. **Building Permit Applications** are required for the demolition of the existing buildings and proposed new construction on the subject property.

If the Zoning Map Amendment and Height District Reclassification are approved, the following applications would also be required:

5. A **Large Project Authorization** from the Planning Commission is required per Planning Code Section 329 for the new construction of a building greater than 75 feet in height or greater than 25,000 gross square feet. Planning Code Section 329 outlines the requirements for a Large Project Authorization that will be applicable if the project is rezoned to an MUG Zoning District. A Large Project Authorization is required for new building construction exceeding 75 feet in height or 25,000 gross square feet. All large projects are subject to review by the Planning Commission in an effort to achieve the objectives and policies of the General Plan, the applicable Design Guidelines and the Planning Code. To the extent possible, the project should be designed to minimize deviations and should strive to comply with all Planning Code requirements.

6. A **Shadow Analysis Application** is required for new construction over 40 feet in height that would cast a shadow on properties designated to be acquired by the Recreation and Parks Department.

If the Zoning Map Amendment and Height District Reclassification are not approved, the following applications would also be required:

7. A **Conditional Use Authorization** from the Planning Commission is required per Planning Code Section 207 to allow the construction of residential units in an M-1 Zoning District.

Applications are available in the Planning Department lobby at 1650 Mission Street Suite 400, at the Planning Information Center at 1660 Mission Street, and online at www.sfplanning.org. Building Permit applications are available at the Department of Building Inspection at 1660 Mission Street.

NEIGHBORHOOD NOTIFICATIONS AND PUBLIC OUTREACH:

Project Sponsors are encouraged to conduct public outreach with the surrounding community and neighborhood groups early in the development process. Additionally, many approvals require a public hearing with an associated neighborhood notification. Differing levels of neighborhood notification are mandatory for some or all of the reviews and approvals listed above.

This project is required to conduct a **Pre-Application Meeting** with surrounding neighbors and registered neighborhood groups before a development application may be filed with the Planning Department. The Pre-application packet, which includes instructions and template forms, is available at www.sfplanning.org under the "Permits & Zoning" tab. All registered neighborhood group mailing lists are available online at www.sfplanning.org under the "Resource Center" tab.

The project is also required to hold a **Post-Application Meeting** for Site and Building Permit Applications and Parks and Public Open Space Subject to Design Review. The following requirement applies to applications for site and/or building permits and parks or other public open space subject to design review. During the 30-day public review period prior to project approval, the project sponsor shall hold a public meeting on or proximate to the proposed project site. A representative from the Planning

Department shall attend any such meeting. Documentation that the meeting took place shall be submitted to the Planning Department consistent with the Department's pre-application meeting proof-of-meeting requirements and shall be kept with the project file. The Planning Director, or Planning Commission if required, shall not approve such a project prior to any such required meeting.

PRELIMINARY PROJECT COMMENTS:

The following comments address specific Planning Code and other general issues that may significantly impact the proposed project. When the Planning Code requirements differ between the M-1 and MUG Zoning Districts it is noted below; otherwise, the Planning Code requirements are the same for both Zoning Districts.

1. **Visitacion Valley/Schlage Lock Special Use District & Design for Development.** The subject property falls within the Visitacion Valley/Schlage Lock Special Use District, adopted in 2009 and amended in 2014.

   The planning process that led to the establishment of the Special Use District and associated Plans (the former Redevelopment Plan, the 2009 Design for Development), date back to 2000. The 2009 Design for Development (D4D) document memorializes the vision of a park/open space adjacent to the historic office building. It also includes the potential for housing on the southern portion of the site. The amended D4D document (2014) maintains the vision for the parcel as open space with the potential for housing. The 2014 Open Space and Streetscape Master Plan (OSSMP) for the Schlage Lock site includes a "Blanken Park alternative," which calls for open space, gardens and public programming on the site.

   The current M-1 Zoning District allows residential uses at a density ratio not exceeding the number of dwelling units permitted in the nearest residential zoning district with a Conditional Use Authorization. In this case, the nearest residential zoning district is RH-1 (Residential, House, Single-Family). Therefore, a density ratio of one unit per 1,500 square feet of lot area would be allowed with a Conditional Use Authorization. With a lot size of 35,993 square feet, a maximum of 24 dwelling units would be allowed. The project sponsor is requesting a reclassification to MUG (Mixed-Use General) and greater height limits similar to those of the adjacent Schlage Lock site. If the project is successfully rezoned to the proposed MUG Zoning District, there is no residential density limit.

   The adjacent Schlage Lock development agreement and accompanying zoning emerged from over 15 years of community process and is part of a master plan which provides significant public benefits, including public open space, streetscape and transportation improvements, access improvements to the Caltrain station, increased affordable housing, and restoration of the historic office building – including the provision of community space. Moreover, the Schlage Lock project will be building substantial basic infrastructure (e.g. streets, water, sewer), and it is possible that the 2201 Bayshore project will benefit from these investments. Comparable to the process for the Schlage Lock site, the Planning Department would expect any reclassification of this site to be vetted through a public process that includes consideration of design and public benefits. Related to this site particularly, the community has long prioritized benefits and amenities associated with the old office building and open space. Any proposed public benefits should be inspired by and consistent with the Design for Development document and Open Space and Streetscape Master Plan. (See Public Realm

Improvements, below.) Please review all of the Visitacion Valley/Schlage Lock plan documents, available at: http://www.sf-planning.org/index.aspx?page=1682.

The Department recommends coordinating with the Planning Department and the Office of Economic and Workforce Development in order to discuss a public engagement process and next steps. For contact information, please see the Visitacion Valley/Schlage Lock page on the Planning Department's website: http://www.sf-planning.org/index.aspx?page=1682.

2. **Existing Height and Bulk.** The subject property is located within a 40-X Height and Bulk District, which does not permit the project's proposed height and bulk. The proposed project could not be approved under existing zoning; therefore, a height reclassification is required.

3. **Building Bulk.** Planning Code Section 249.45 outlines bulk and mass limitations. Please ensure that the project plans provide adequate detail in order for staff to determine compliance with this Planning Code requirement.

4. **Site Planning/Urban Design Concept Plan.** The Department encourages that this lot is developed with a site plan that references the broader community process that resulted in the adoption of the first D4D document in 2009 and the current D4D document in June 2014. The Urban Design Concept Plan in both documents shows no buildings on the northern side of the lot, but rather an extension of the Blanken Street Park. The Department encourages the addition of more public open space especially on the northern side of this lot in order to be consistent with the Visitacion Valley Schlage Lock Open Space and Streetscape Master Plan and the Design for Development document.

5. **Major Modification.** Per Planning Code Section 249.45, a Major Modification is any deviation of more than 10 percent from any quantitative standard in this Special Use District or the Design for Development document. If the project is seeking any such deviation then the Major Modification must be approved by the Planning Commission. Additionally, any modifications to Bulk and Massing, Ground Floor Entrances, Private Open Space, Car Sharing, and Public Realm as outlined in either Planning Code Section 249.45 and the Design for Development document also requires a Major Modification that can be approved by the Planning Commission.

6. **Rear Yard.** Planning Code Section 134 requires a minimum rear yard setback of 25% of the lot depth to be provided at the lowest story containing a dwelling unit, and at each succeeding level or story of the building. As proposed, all residential floors of the project encroach into the required rear yard; therefore, the project does not comply. The Planning Department recommends the provision of a comparable amount of open space equivalent to what would have been provided in a compliant rear yard. This deviation would be approved as an exception under the Large Project Authorization or as a Major Modification if a Large Project Authorization is not required.

7. **Open Space (Residential).** For the MUG Zoning District, Planning Code Section 135 requires the project to provide 80 sf of open space for every dwelling unit (if non publicly accessible) and 54 sf of open space for every dwelling unit (if publicly accessible). For the M-1 Zoning District, Planning Code Section 249.45 requires the project to provide 50 sf of open space for every dwelling unit (if common) and 60 sf of open space for every dwelling unit (if private). As proposed, the project provides approximately 16,488 sf of a combination of publicly accessible and not publicly accessible open space. As proposed, there is not sufficient detail provided to determine whether the project

meets the open space requirements. Please ensure that the project plans provide adequate detail in order for staff to determine compliance.

8. **Permitted Obstructions.** Planning Code Section 136 establishes specific dimensional and glazing requirements for bay window projections. As proposed, there is not sufficient detail provided to determine whether the proposed bay windows and balconies comply. Please ensure that the project plans provide adequate detail in order for staff to determine compliance.

9. **Exposure.** Section 140 requires that each dwelling unit have at least one room that meets the 120-square-foot minimum superficial floor area requirement of Section 503 of the Housing Code face directly on a street right-of-way, code-complying rear yard, or an appropriately sized courtyard. The proposed rear yard is not code-complying and does not provide a large enough courtyard to meet the exposure requirement for those units that only have windows fronting the rear yard area. Therefore, the proposed project requires revision to meet the minimum exposure requirement, or you may request and justify an exposure exception through the Large Project Authorization process. The Department generally encourages projects to minimize the number of units needing an exposure exception. As proposed, there is not sufficient detail provided to determine whether the project meets the exposure requirements. Please ensure that the project plans provide adequate detail in order for staff to determine compliance.

10. **Rooftop Screening.** Planning Code Section 141 establishes specific rooftop screening requirements. As proposed, there is not sufficient detail provided to determine whether the project meets the rooftop screening requirements. Please ensure that the project plans provide adequate detail in order for staff to determine compliance.

11. **Street Trees/Streetscape Plan/Pedestrian Improvements.** Planning Code Section 138.1 outlines the requirements for streetscape and pedestrian improvements, including the requirement for new street trees and a streetscape plan. Per Planning Code Section 138.1, the project sponsor will be required to submit a Streetscape Plan illustrating the location and design of streetscape improvements appropriate to the street type, including site furnishings, landscaping, corner curb extensions, and sidewalk widening as appropriate. The Planning Department may require these elements as part of conditions of approval. Streetscape designs should be consistent with the Schlage Lock Open Space + Streetscape Master Plan, which can be found at http://www.sf-planning.org/index.aspx?page=1682. The project sponsor should coordinate streetscape and pedestrian improvements with the master developer of the adjacent Schlage Lock site. Required streetscape and pedestrian improvements are not eligible for in-kind fee credit.

12. **Bird Safety.** Planning Code Section 139 outlines the standards for new construction to reduce bird mortality and bird hazards. Please refer to these standards to ensure compliance with the Standards for Bird-Safe Buildings.

13. **Shadow Analysis.** Based upon the preliminary analysis and submitted materials, the project will have potential shadow impacts on nearby property designated to be acquired by the San Francisco Recreation and Park Department. A Shadow Analysis Application will be required if the proposed building(s) exceed 40 feet in height.

14. **Shadow Analysis (Section 295).** Planning Code Section 295 requires that a shadow analysis must be performed to determine whether the project has the potential to cast shadow on properties under the jurisdiction of or designated to be acquired by the San Francisco Recreation and Park Commission. Department staff has prepared a shadow fan that indicates the project may cast new shadow on Blanken Park, the Leland Greenway, and Visitacion Park. Therefore, a detailed shadow analysis would need to be prepared to determine if the project would create new shadow in that results in an adverse impact to Blanken Park, the Leland Greenway, and Visitacion Park, pursuant to Section 295. If this detailed shadow analysis finds that the project would cast shadow on Blanken Park, the Leland Greenway, and Visitacion Park, the sponsor should explore sculpting of portions of the project to avoid casting new shadows on the park.

15. **Street Frontage.** New construction located within an MUG Zoning District would be subject to the requirements for street frontage as outlined in Planning Code Section 145.1, including the requirements for active uses, ground floor ceiling heights, transparency and fenestration, among others. Please refer to Planning Code Section 145.1. In addition, Planning Code Section 249.45 requires that residential entrances line the streets as described in the D4D document. Please ensure that the project plans provide adequate detail in order for staff to determine compliance with both Code Sections.

16. **Parking.** Under the current zoning and the proposed zoning, no parking would be required. However, each of these zoning districts would have parking maximums, which are listed in Planning Code Section 151.1. Per Planning Code Section 249.45, parking is limited to up to one parking space for every dwelling unit in the Schlage Lock Visitacion Valley Special Use District. Based on the existing and future transit accessibility of the site and the need to limit traffic volumes in the area, parking should be minimized on site. The project as proposed complies with this Code Section.

17. **Bicycle Parking.** Planning Code Section 155.1-155.4 provides requirements for bicycle parking and associated facilities (i.e. showers and lockers) in new residential development. Based on the proposed plans, which includes 205 dwelling units, the proposed project is required to provide a minimum of 126 Class 1 bicycle parking spaces and 10 Class 2 bicycle parking spaces. The project as proposed complies with this Code Section.

18. **Dwelling Unit Mix.** For the MUG Zoning District, Planning Code Section 207.6 states that at least 40% of the dwelling units in each building with residential uses shall contain at least 2 bedrooms or that states that at least 30% of the dwelling units in each building with residential uses shall contain at least 3 bedrooms. For the M-1 Zoning District, Planning Code Section 249.45 states that at least 30% of the dwelling units in each building with residential uses shall contain at least 2 bedrooms. The project appears to comply with this Code Section, however, please provide more detail on the floor plans in order for staff to be able to determine if the bedroom size and arrangement is in compliance.

19. **Visitacion Valley Community Facilities and Infrastructure Fee.** The Visitation Valley Community Facilities and Infrastructure Fee shall be paid before the City issues a first construction document. The fee is $4.58 for each net addition of occupied square feet of residential use.

20. **Option for In-Kind Provision of Community Improvements and Fee Credits.** Project sponsors may propose to directly provide community improvements to the City. In such a case, the City may enter

into an In-Kind Improvements Agreement with the sponsor and issue a fee waiver for the Visitation Valley Community Facilities and Infrastructure Fee from the Planning Commission, for an equivalent amount to the value of the improvements. This process is further explained in Section 420.3(c) of the Planning Code. More information on in-kind agreements can be found in the Application Packet for In-Kind Agreement at http://www.sf-planning.org/Modules/ShowDocument.aspx?documentid=8601

21. **Public Realm Improvements.** Blanken Park and the public space near the old office building have been identified as priority projects in the Schlage Lock D4D and OSSMP documents. The concept proposal in the Schlage Lock Open Space + Streetscape Master Plan includes community gardens, safe and landscaped pedestrian connections, well-designed stairs, fitness stations, and landscaped slopes. See comments in the Preliminary Design Comment section below for more discussion.

22. **Transit Impact Development Fee.** Pursuant to Planning Code Section 411 et seq., the Transit Impact Development Fee may apply if uses other than residential are added to the proposal. Please be aware that an ongoing process – the Transportation Sustainability Program may eventually replace the Transit Impact Development Fee. You can find more information about this program here: http://www.sf-planning.org/index.aspx?page=3035

23. **Bayshore Multi-modal Facility Location Study.** The City and County of San Francisco are currently evaluating alternative locations and designs for a multi-modal facility to strengthen transit connections in the Schlage Lock area, including a planned bus rapid transit (BRT) route. The "multi-modal facility" may be as simple as an enhanced streetscape, as significant as a new enclosed structure, or any range of investments which fall between the two. The Project Sponsor should ensure designs that support transit access and multi-modal connections in the area, as consistent with BRT plans and Study findings. The Study is expected to have public engagement commencing in Fall 2015 and to conclude in Spring 2016. For more information contact Jeremy Shaw at (415) 575-9135 or Jeremy.Shaw@sfgov.org.

24. **Affordable Housing.** Pursuant to Planning Code Section 415, any housing project which consists of ten or more dwelling units shall satisfy the Inclusionary Housing Program requirements outlined in Planning Code Section 415.3(b), Table 415.3. Table 415.3 provides alternatives which include payment of a 20% fee, providing 12% (of the total # of units) on-site as affordable, or 20% (of the total # of units) off-site as affordable. Please see Planning Code Section 415 for further Inclusionary Housing Program Code requirements which also includes submission of an Affidavit of Compliance to the Planning Department depending on the alternative sought. Any on-site affordable dwelling-units proposed as part of the project must be designated as owner-occupied units, not rental units. Affordable units designated as on-site units shall be sold as ownership units and will remain as ownership units for the life of the project.

    For your information, if a project proposes rental units, it may be eligible for an on-site alternative to the Affordable Housing Fee if it has demonstrated to the Planning Department that the affordable units are not subject to the Costa Hawkins Rental Housing Act (a Costa Hawkins exception). Affordable units are not subject to the Costa Hawkins Rental Housing Act under the exception provided in Civil Code Sections 1954.50 through one of the following methods:

    a. Direct financial construction from a public entity
    b. Development bonus or other form of public assistance

You must state in your submittal how the project qualifies for a Costa Hawkins exception. If the project is deemed eligible, we may start working with the City Attorney on the agreement.

25. **First Source Hiring Agreement.** A First Source Hiring Agreement is required for any project proposing to construct 25,000 gross square feet or more. For more information, please contact:

    Ken Nim, Workforce Compliance Officer
    CityBuild, Office of Economic and Workforce Development
    City and County of San Francisco
    50 Van Ness Avenue, San Francisco, CA 94102
    (415) 581-2303

PRELIMINARY DESIGN COMMENTS:

The project is located in the Visitation Valley/Schlage Lock Development Project area, the result of a long community planning process. The current neighborhood context includes primarily three-story residential buildings with some nearby ground floor retail along Bayshore Boulevard. The proposed more immediate context is intended to include residential buildings of up to 57 or 68 feet in height with minimal and specifically located ground floor commercial uses. In addition, the adjacent historic office building will be restored and include community uses. This site, most recently envisioned as a park, is also adjacent to CalTrain tracks and right-of-way. The following comments address preliminary design issues that may significantly impact the proposed project:

1. **Site Design, Open Space, and Massing.** Overall, the Urban Design Advisory Team (UDAT) recommends a more modestly built project located in the southern portion of the site that more directly supports the recent community planning intent to have an open space with smaller buildings rather than maximum built envelop with edge pathways. In the direction of a more modest scenario, UDAT would encourage the creation of an open space from Blanken Avenue to the extension of Raymond Avenue that is well-connected and accessible to the public. It would be also important to establish a welcoming pedestrian connection between Bayshore Boulevard and Street A.

2. **Street Frontage.** Generally, the project should respect and enhance the planned street grid, infrastructure and pedestrian networks in the Development Project area. UDAT would support residential units at the ground floor in alignment with the approved Design of Development document. Particular detail, transparency, and design attention should be given for the facades, exterior design elements and pathways that face onto larger passageways and open space, for example, at the end of Leland Avenue and its greenway. The sponsor should consider a community room with outdoor interface to activate adjacent open space on the northern portion of the site.

3. **Architecture.** As the project is diagrammatic, UDAT does not yet have any specific architectural comments however more generally recommends the use of high quality materials, significant depth between façade planes, and thoughtful detailing to provide interest at the pedestrian level.

PRELIMINARY PROJECT ASSESSMENT EXPIRATION:

This Preliminary Project Assessment is valid for a period of **18 months**. An application, as listed above, must be submitted no later than **February 7, 2017**. Otherwise, this determination is considered expired and a new Preliminary Project Assessment is required. Such applications and plans must be generally consistent with those found in this Preliminary Project Assessment.

cc: Julie Heinzler, Property Owner
Erika Jackson, Current Planning
Jenny Delumo, Environmental Planning
Jeremy Shaw, Citywide Planning and Analysis
Jonas Ionin, Planning Commission Secretary
Charles Rivasplata, SFMTA
Jerry Sanguinetti, Public Works
Pauline Perkins, SFPUC
Planning Department Webmaster (planning.webmaster@sfgov.org)

EXHIBIT 8

Jeffrey H. Lowenthal (State Bar No. 111763)
Zheying Li (State Bar No. 308767)
STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
Telephone: (415) 421-3400
Facsimile: (415) 421-2234
E-mail: jlowenthal@steyerlaw.com
zli@steyerlaw.com

Attorneys for Defendant
424 Jessie Historic Properties, LLC

ELECTRONICALLY
FILED
Superior Court of California, County of San Francisco
02/04/2020
Clerk of the Court
BY: JUDITH NUNEZ
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

VISITACION INVESTMENT, LLC, a California limited liability company,

Plaintiff,

v.

424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company, all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the Complaint adverse to Plaintiff's title, or any cloud on Plaintiff's title thereto, and DOES 1 through 50, inclusive,

Defendants.

Case No. CGC-19-579667

VERIFIED ANSWER TO COMPLAINT FOR QUIET TITLE, FOR DECLARATORY RELIEF, AND FOR PRELIMINARY AND PERMANENT INJUNCTION

Action Filed: October 1, 2019
Trial Date: Not Set

Defendant 424 Jessie Historic Properties, LLC ("Defendant"), hereby answers the Complaint ("Complaint") filed by Plaintiff Visitacion Investment, LLC ("Plaintiff") on October 1, 2019, as follows:

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

1. Defendant lacks sufficient information and belief to answer the allegation contained in Paragraph 1 and 2, and on that basis denies the allegations contained therein.

2. Answering Paragraph 3, Defendant admits that Defendant is a California limited liability company with its principle place of business in Tiburon, California. Defendant further admits that Defendant owns two parcels of real property commonly known as 2201 Bayshore Boulevard and 220 Tunnel Avenue, San Francisco, with the Assessor's Parcel numbers 5087-004 and 5087-005 respectively ("JHP Property"), and denies on lack of information and belief the remaining allegations contained therein.

3. Defendant lacks sufficient information and belief to answer the allegation contained in Paragraph 4, and on that basis denies the allegations contained therein.

4. Defendant admits the allegation contained in Paragraph 5.

5. Defendant lacks sufficient information and belief to answer the allegation contained in Paragraph 6 and 7, and on that basis denies the allegations contained therein.

6. Answering Paragraph 8, Defendant admits that Defendant's real property commonly known as 2201 Bayshore Boulevard and 220 Tunnel Avenue, San Francisco, adjoins a portion of Plaintiff's real property commonly known as 2201, 2245, 2500, 2555 Bayshore Boulevard, San Francisco, and 222 Tunnel Avenue, and 289, 290, 292 Sunnyvale Avenue, San Francisco, and denies on lack of information and belief the remaining allegations contained therein.

7. Defendant lacks sufficient information and belief to answer the allegation contained in Paragraph 9 and 10, and on that basis denies the allegations contained therein.

8. Answering Paragraph 11, Defendant admits that on or about August 1990, Southern Pacific Transportation Company, grantor, granted to Tuntex, Inc, grantee, certain real

property in San Francisco as described by the grant deed executed on August 1, 1990, recorded August 10, 1990 as Document No. E761808 ("1990 Grant Deed"), and denies on lack of information and belief the remaining allegations contained therein.

9. Answering Paragraph 12, Defendant admits that on or about August 1990, Southern Pacific Transportation Company did not convey the real properties commonly known as 2201 Bayshore Boulevard and 220 Tunnel Avenue, San Francisco, and denies on lack of information and belief the balance of allegations contained therein.

10. Answering Paragraph 13, Defendant admits that the 1990 Grant Deed reserved various easements over the real property granted to Tuntex, Inc., and that Exhibit B to the 1990 Grant Deed sets forth these easements, and denies on lack of information and belief the remaining allegations contained therein.

11. Answering Paragraph 14, Defendant admits that Exhibit B to the 1990 Grant Deed contains a provision providing the following:

> A perpetual, exclusive easement in, on, under, over, and through the locations described in Schedule 1 (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (Access Roadway Easement) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications line and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment.

Defendant denies on lack of information and belief the remaining allegations contained therein.

12. Answering Paragraph 15, Defendant admits that Southern Pacific Transportation Company and Tuntex, Inc. executed and recorded a "Deed Correcting Description of Rail Easement" ("1991 Deed") on or about July 1991, and that the 1991 Deed contains a metes and bounds description of the easements. Defendant further admits that the 1991 Deed contains certain provisions providing the same language as that contained in the 1990 Grant Deed, and denies on lack of information and belief the remaining allegations contained therein.

13. Answering Paragraph 16, Defendant admits that the 1990 Grant Deed and the 1991 Deed contain the following provision, and denies the remaining allegations contained therein:

> Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph.

14. Answering Paragraph 17, Defendant admits that Union Pacific Railroad Company conveyed portions of real property commonly known as 2201 Bayshore Boulevard, San Francisco ("JHP Property"), to Patrick McNerney, that Patrick McNerney is the president of Martin McNerney Development, Inc., the manager of Defendant 424 Jessie Historic Properties, LLC, that Patrick McNerney conveyed the JHP Property to Defendant, and denies on lack of information and belief the remaining allegations contained therein.

15. Answering Paragraph 18, Defendant admits the allegation contained therein except the allegation, "pursuant to [the Quitclaim Deed] the RR disclaimed any interest in the Easements", which allegation it denies.

16. Answering Paragraph 19, Defendant admits on information and belief that Plaintiff is now developing its respective potion of real property for mixed use, multi-family housing, and denies on lack of information and belief the remaining allegations contained therein.

17. Answering Paragraph 20, Defendant admits that on or about May 8, 2015, Defendant submitted a Preliminary Project Assessment application to the San Francisco Planning Department describing two new proposed residential buildings with a total of 205 dwelling units, and denies the remaining allegations contained therein.

18. Answering Paragraph 21, Defendant admits that the 2015 Preliminary Project Assessment was assigned to review by the San Francisco Planning Department as Case No. 215-006509PPA, and that the San Francisco Planning Department issued a Preliminary Project Assessment on August 7, 2015, and denies the remaining allegations contained therein.

19. Defendant lacks sufficient information and belief to answer the allegations contained in Paragraph 22, and on that basis denies the allegations contained therein.

20. Answering Paragraph 23, Defendant denies the allegations contained therein.

21. Answering Paragraph 24, Defendant admits on information and belief that Plaintiff intends to convert Plaintiff's property to residential and commercial use, and denies on lack of information and belief the remaining allegations contained therein.

22. Answering Paragraph 25, Defendant admits that Plaintiff has requested Defendant execute and deliver to Plaintiff a quitclaim deed relinquishing the Easements, and that Defendant has not executed this quitclaim deed relinquishing the easements, and denies the remaining allegations contained therein.

FIRST CAUSE OF ACTION
(Quiet Title Against All Defendants)

23. Answering Paragraph 26, Defendant incorporate herein by this reference its responses to Paragraphs 1 through 22, above, as if set fully set forth herein.

24. Answering Paragraph 27, Defendant denies the allegations contained therein.

25. Answering Paragraph 28, Defendant denies the allegations contained therein.

26. Answering Paragraph 29, Defendant denies the allegations contained therein.

27. Answering Paragraph 30, Defendant admits that Plaintiff seeks to quiet title, and denies the remaining allegations contained therein.

28. Answering Paragraph 31, Defendant admits that Plaintiff seeks to quiet title, and denies the remaining allegations contained therein.

SECOND CAUSE OF ACTION
(For Declaratory Relief re Termination and Abandonment of the Easements - Against Defendants)

29. Answering Paragraph 32, Defendant incorporates herein by this reference its responses to Paragraphs 1 through 28, above, as if set fully set forth herein.

30. Answering Paragraphs 33 and 34 Defendant denies the allegations contained therein.

THIRD CAUSE OF ACTION
(For Preliminary and Permanent Injunction - Against Defendants)

31. Answering Paragraph 35, Defendant incorporates herein by this reference its responses to Paragraphs 1 through 30, above, as if set fully set forth herein.

32. Answering Paragraphs 36, 37 and 38, Defendant denies the allegations contained therein.

PRAYER FOR RELIEF

In response to the prayers for relief as to each cause of action and for all causes of action, Defendant denies Plaintiff is entitled to the relief sought.

AFFIRMATIVE DEFENSES

As separate affirmative defenses to the Complaint, and the whole thereof, Defendant asserts as follows:

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Cause of Action)

1. The Complaint fails to state a claim against Defendant upon which any of the relief sought by Plaintiff can be granted in law or equity, including, without limitation, quiet title, declaratory relief, preliminary and permanent injunction, and any compensatory or punitive damages, attorneys' fees or costs.

SECOND AFFIRMATIVE DEFENSE

(Statute of Limitations)

2. Defendant is informed and believes that each of Plaintiff's causes of action against Defendant is barred by the applicable statute of limitations including, but not limited to, California Code of Civil Procedure sections 318, 319, 320, 321, 322, 323, 325, 337, 337a, 338, 338(b), 338(d), 338(g), 339, 339(1), 340, and 343.

THIRD AFFIRMATIVE DEFENSE

(Laches)

3. Defendant is informed and believes that the Complaint, and each purported cause of action contained therein, is barred by the doctrine of laches.

FOURTH AFFIRMATIVE DEFENSE

(Estoppel)

4. Defendant is informed and believes that Plaintiff is estopped from asserting the claims alleged in the Complaint by, among other things, their acts, omissions and conduct, and the acts, omissions and conduct of its predecessors, agents, employees and representatives.

FIFTH AFFIRMATIVE DEFENSE

(Failure to Mitigate Losses)

5. Defendant is informed and believes that Plaintiff's alleged loss, injuries and damages, which are denied, were aggravated by Plaintiff's failure to use reasonable diligence to mitigate them.

SIXTH AFFIRMATIVE DEFENSE

(Waiver and Release)

6. Defendant is informed and believes that Plaintiff is barred from any recovery under the Complaint because it has voluntarily and knowingly waived and released the right to maintain the actions filed in this case by, among other things, their acts, omissions and conduct, and the acts, omissions and conduct of their predecessors, agents, employees and representatives.

SEVENTH AFFIRMATIVE DEFENSE

(Acts in Concert and with Approval)

7. If any of the acts or omissions alleged in the Complaint was committed by the Defendant or its predecessors on title, which is denied, Defendant is informed and believes that Plaintiff and/or the predecessors on title directly or indirectly acted in concert with such persons or knowingly ratified or approved such conduct, and are therefore precluded from any recovery from or against Defendant based thereon.

EIGHTH AFFIRMATIVE DEFENSE

(Assumption of Risk)

8. Defendant is informed and believes that Plaintiff had knowledge of the risks and hazards inherent in the events and activities which took place at the times set forth in the Complaint, as well as the magnitude of those risks and hazards, and thereafter knowingly and willingly assumed and accepted those risks and hazards.

NINTH AFFIRMATIVE DEFENSE

(Statute of Frauds)

9. Defendant is informed and believes that each of Plaintiff's causes of action set forth in the Complaint are barred by the statute of frauds.

TENTH AFFIRMATIVE DEFENSE

(Offset)

10. Defendant is informed and believes that it has incurred damages and expenses in an amount to be ascertained and applied as an offset against Plaintiff's claims, without acknowledging that such claims have merit or provide any basis for recovery.

ELEVENTH AFFIRMATIVE DEFENSE

(Unclean Hands)

11. Defendant is informed and believes that Plaintiff has "unclean hands" with regard to the relief sought in the Complaint and are therefore barred from obtaining such relief.

TWELFTH AFFIRMATIVE DEFENSE

(Consent and Ratification)

12. Defendant is informed and believes that Plaintiff has ratified, acknowledged, consented to, or acquiesced in Defendant's property rights.

THIRTEENTH AFFIRMATIVE DEFENSE

(Bona Fide Purchaser)

13. Defendant is informed and believes that Plaintiff's claims are barred because Defendant and its predecessors on title are good faith bona fide purchasers for value without

notice who took free and clear of Plaintiff's claims.

FOURTEENTH AFFIRMATIVE DEFENSE

(Unjust Enrichment)

14. Defendant is informed and believes that granting Plaintiff's demands set forth in the Complaint would result in Plaintiff receiving relief, money or valuable property interests beyond anything they are entitled to receive, which is hereby denied.

FIFTEENTH AFFIRMATIVE DEFENSE

(No Reliance)

15. Defendant is informed and believes that Plaintiff did not rely on any act, omission, conduct, or statement of Defendant or its predecessors.

SIXTEENTH AFFIRMATIVE DEFENSE

(Outside of Scope of Agency)

16. Defendant is informed and believes that any of the acts or omissions alleged in the Complaint committed by Defendant's agents or representatives, which is hereby denied, was outside the scope of the authority of those agents or representatives and was neither authorized nor ratified by Defendant, nor did Defendant creates ostensible authority for such conduct.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Privilege)

17. Defendant is informed and believes that the acts and omissions alleged in Plaintiff's Complaint were privileged by, among other things, Civil Code Section 47.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Notice)

18. Defendant is informed and believes that Plaintiff's claims herein are barred by Plaintiff's failure to comply with California Code of Civil Procedure section 760.010, *et seq.*

NINETEENTH AFFIRMATIVE DEFENSE

(Lack of Standing)

19. Defendant is informed and believes that Plaintiffs lack standing to assert the matters alleged in the Complaint against Defendant.

TWENTIETH AFFIRMATIVE DEFENSE

(Balancing of Equities)

20. Defendant is informed and believes that Plaintiff's claims herein are barred because a balancing of equities deprived Defendant of valuable vested rights and amount to a hardship far outweighing any loss or inconvenience to Plaintiff.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(No Extinguishment)

21. Defendant is informed and believes that Plaintiff's claims are barred by Plaintiff's failure to allege fats establishing extinguishment of Defendant's easement rights under California Civil Code section 811.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Equitable Easement)

22. In the event that Defendant's appurtenant easement and right of way under its 2016 Grant Deed is in any manner invalid or unenforceable, in whole or in part, which Defendant deny, Defendant is informed and believe it is entitled to an equitable easement which provides Defendant's property access to the public roadway for, among other things, ingress and egress and utilities.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(No Abandonment)

23. Defendant is informed and believes that Plaintiff's claims herein are barred by Plaintiff's failure to allege facts establishing abandonment of Defendant's easement rights and failure to meet the requirements of, among other things, California Civil Code sections 877.040 and 887.050.

WHEREFORE, Defendant prays for judgment as follows:

1. That Plaintiff takes nothing by way of its Complaint;

2. For judgment in Defendant's favor;

3. For all costs of suit herein incurred including, where authorized, reasonable attorneys' fees; and

4. For other relief as the Court may deem just and proper.

Dated: January 31, 2020

STEYER LOWENTHAL BOODROOKAS ALVAREZ & SMITH LLP

By: _____
Jeffrey H. Lowenthal
Zheying Li
Attorneys for Defendant
424 Jessie Historic Properties, LLC

VERIFICATION

I, Patrick McNerney, declare:

I am President of Martin McNerney Development, Inc., the manager of Defendant 424 Jessie Historic Properties, LLC in the above-entitled action, and authorized to execute this verification on its behalf. I have read the foregoing **VERIFIED ANSWER TO COMPLAINT FOR QUIET TITLE, FOR DECLARATORY RELIEF, AND FOR PREMINARY AND PERMANENET INJUNCTION** and know the contents thereof. I am informed and believe that the same is true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 30, 2020 at San Francisco, California.

Patrick McNerney

EXHIBIT 9

Jeffrey H. Lowenthal (State Bar No. 111763)
Zheying Li (State Bar No. 308767)
STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
Telephone: (415) 421-3400
Facsimile: (415) 421-2234
E-mail: jlowenthal@steyerlaw.com
zli@steyerlaw.com

Attorneys for Attorneys for Defendant
424 Jessie Historic Properties, LLC

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

02/04/2020
Clerk of the Court
BY: JUDITH NUNEZ
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

VISITACION INVESTMENT, LLC, a California limited liability company,

Plaintiff,

v.

424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company, all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the Complaint adverse to Plaintiff's title, or any cloud on Plaintiff's title thereto, and DOES 1 through 50, inclusive,

Defendants.

---

424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company,

Cross-Complainant,

v.

VISITACION INVESTMENT, LLC, a California limited liability company, and ROES 1 through 50, inclusive,

Cross-Defendants.

Case No. CGC-19-579667

CROSS-COMPLAINT FOR QUIET TITLE AND DECLARATORY RELIEF, AND EXHIBITS 1-5

Action Filed: October 1, 2019
Trial Date: Date

Cross-Complainant 424 Jessie Historic Properties, LLC ("Cross-Complainant") alleges as follows:

GENERAL ALLEGATIONS

1. Cross-Complainant is a California limited liability company and the owner of that certain real property commonly known as 2201 Bayshore Boulevard and 220 Tunnel Avenue, San Francisco, with Assessor's Parcel numbers 5087-004 and 5087-005 respectively, and legally described in Exhibit 1 attached hereto ("JHP Property").

2. Cross-Complainant is informed and believes that cross-defendant Visitacion Investment, LLC ("Visitacion LLC") is a California limited liability company and the current owner of that certain real property located adjacent to the JHP Property commonly known as 2201, 2245, 2500, 2555 Bayshore Boulevard, 222 Tunnel Avenue, and 289, 290, 292 Sunnydale Avenue, San Francisco ("Visitacion Property"). Cross-Complaint is further informed and believes that Southern Pacific Transportation Company conveyed the Visitacion Property to Visitacion LLC's predecessor in interest, Tuntex, Inc., by Grant Deed recorded on August 10, 1990 ("1990 Grant Deed"), a correct and true copy of which is attached hereto as Exhibit 2.

3. Cross-Complainant is informed and believes that Southern Pacific Transportation Company and Visitacion LLC's predecessor in interest, Tuntex, Inc., executed a Deed Correcting Description of Rail Easement on or about August 22, 1991, recorded as Document No. E962735, in the County of San Francisco ("1991 Deed"), a true and correct copy of which is attached hereto as Exhibit 3.

4. On or about February 5, 2015, Southern Pacific Transportation Company successor, Union Pacific Railroad Company conveyed its interest in the JHP Property to Patrick McNerney by Quitclaim Deed, recorded as Document No. 2015-J016863-00 in the County of San Francisco ("Quitclaim Deed"), a true and correct copy of which is attached hereto as Exhibit 4. Exhibit "A" to the Quitclaim Deed provides the legal description of the JHP Property and various easements, reserved by Southern Pacific Transportation Company in the 1990 Grant Deed and 1991 Deed ("Subject Easements").

5. On or about September 14, 2016, Patrick McNerney conveyed the JHP Property to Cross-Complainant by Grant Deed, recorded as Document No. 2016-K328238-00 in the County of San Francisco ("2016 Grant Deed"), a true and correct copy of which is attached hereto as Exhibit 5.

6. Cross-Complainant is not aware of the true names and capacities of those cross-defendants named herein as Roes 1 through 20, inclusive, and therefore sue said cross-defendants by such fictitious names. Cross-Complainant is informed and believes and upon that basis allege that the fictitiously named cross-defendants Roes 1 through 20, and each of them, claim some right, title, estate, lien, or interest in Cross-Complainant's Property adverse to the claim of Cross-Complainant, which constitutes a cloud on Cross-Complainant's title, estate, and/or interest, or said cross-defendants are legally responsible for the matters herein alleged. Cross-Complaint shall seek leave of court to amend this Cross-Complaint to include the true names and capacities of such fictitious cross-defendants when the same are ascertained.

7. Cross-Complainant is informed and believes and upon that basis alleges that the named Cross-Defendants and Cross-Defendants Roes 1 through 20, inclusive, and each of them, at all times herein mentioned, acted as the agents, servants, employees, legal representatives, and/or co-conspirators of each other Cross-Defendant and that all of such Cross-Defendants acted in concert and participated and furthered the wrongs herein set forth, and with the knowledge, permission, consent, notification, and adoption of each other Cross-Defendant.

8. Cross-Complainant has been sued by Visitacion LLC and has answered Visitacion LLC's Verified Complaint, admitting and denying certain allegations thereof. However, for a full determination of the matter, Cross-Complainant incorporates herein by reference all of the allegations contained in Vistacion LLC's Verified Complaint and Cross-Complainant's Verified Answer thereto for the limited purpose of setting forth the nature of Vistacion LLC's claims and without admitting or adopting as true and correct any of the allegations therein.

9. Cross-Complainant is informed and believes that Cross-Defendant Visitacion LLC claims an interest in the JHP Property including the Subject Easements. Cross-Complaint is further informed and believes that Visitacion LLC claims that Cross-Complaint has abandoned

and terminated its interest in the Subject Easements.

10. Cross-Complainant is informed and believes that the 1990 Grant Deed and the 1991 Deed expressly reserved various easements in favor of JHP Property as follows:

> Grantor excepts from the Property hereby conveyed and reserves unto itself, its successors and assigns:
>
> A perpetual, exclusive easement in, on, under, over and through the locations described in Schedule 1 (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (Access Roadway Easement) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment. All improvements presently existing on or hereafter constructed on the easement area, if owned by Grantor, shall remain the personal property of the Grantor and its successors and assigns.

11. Cross-Complainant is informed and believes that the Subject Easements for "communication lines and facilities of every kind and nature" is an independent from and additional to the "Railroad Main Line Easement", "Drill & Spur Track Easement", and "Access Roadway Easement" of the Subject Easements.

12. Cross-Complainant is informed and believes that JHP Property is zoned M-1, which allows, as either conditional or permitted uses, heavy manufacturing, storage yards, truck terminals, internet service exchange (e.g., a data center) and/or wireless telecommunication facilities, among other uses. Cross-Complainant is further informed and believes that each such conditional or permitted use requires "communications lines and facilities of every kind and nature" as described in the Subject Easements.

13. Cross-Complainant is informed and believes that JHP Property is adjacent to various existing and fully operational passenger and freight train rail lines, and that the JHP Property has a potential use as an adjunct to these existing rail lines, which requires the use of the Subject Easements.

14. Cross-Complainant is informed and believes that the Subject Easements for "communication lines and facilities of every kind and nature", is necessary for Cross-

Complainant's potential use and development of the JHP Property for commercial or residential property.

15. Cross-Complainant has not abandoned or intended to abandon the Subject Easements. Cross-Complainant is informed and believes that Cross-Complainant's predecessors in interest, have not abandoned or intended to abandon the Subject Easements.

16. Cross-Complainant is informed and believes that Visitacion LLC has proposed development and improvement of the Visitacion Property that will substantially interfere with and obstruct Cross-Complainant's use or potential use of the Subject Easements.

FIRST CAUSE OF ACTION

(Quiet Title – Against All Cross-Defendants)

17. Cross-Complainant refers to and incorporates herein by reference paragraphs 1 through 16 of this Cross-Complaint.

18. The basis for Cross-Complainant's title to the JHP Property including the Subject Easements is the 2016 Grant Deed, recorded on September 14, 2016 in the San Francisco Recorder's Office as Document No. 2016-K328238-00.

19. Cross-Complainant is informed and believes that Visitacion LLC claims that Cross-Complainant has relinquished any and all rights in the Subject Easements.

20. Cross-Complainant claims full and complete legal and equitable ownership of the JHP Property, including the Subject Easements.

21. Cross-Complainant has not abandoned or terminated the Subject Easements. Cross-Complainant's use or potential uses of the JHP Property, including as an adjunct to adjacent existing and fully operational rail lines, various uses allowed under JHP Property's M-1 zoning and potential commercial or residential development, require the use of the Subject Easements.

22. Cross-Complainant seeks to quiet title in and to Cross-Complaint against all adverse claims of cross-defendants, whose claims are without any right whatsoever and interfere, trespass, or encroach upon Cross-Complainant's use of and right to the JHP Property including

the Subject Easements.

23. By this Cross-Complaint, Cross-Complainant seeks a judgment against all cross-defendants, quieting title to the JHP Property including the Subject Easements, as of September 14, 2016.

SECOND CAUSE OF ACTION

(Declaratory Relief – Against All Cross-Defendants)

24. Cross-Complainant refers to and incorporates herein by reference paragraphs 1 through 23, above.

25. The basis for Cross-Complainant's title to the JHP Property and Subject Easements is the 2016 Grant Deed, recorded on September 14, 2016 in the San Francisco Recorder's Office as Document No. 2016-K328238-00.

26. On or about October 1, 2019, Visitacion LLC filed its Verified Complaint, in which Visitacion LLC claims that Cross-Complainant has abandoned or terminated the Subject Easements. Cross-Complainant has not abandoned or terminated the Subject Easements. Cross-defendants have no right, title, interest, estate, lien or easement whatsoever in the JHP Property including the Subject Easements.

27. An actual controversy has arisen and now exists, as follows:

a. Cross-Complainant contends that the cross-defendants have no right, title, interest, estate, lien or easement in the JHP Property including the Subject Easements;

b. Cross-Complainant contends that Cross-Complainant has not abandoned or terminated the Subject Easements.

c. Cross-Complainant is informed and believes that cross-defendants dispute Cross-Complainant's contentions.

28. Cross-Complainant seeks a judicial determination that cross-defendants do not have any legal or equitable rights in the JHP Property including Subject Easements, and that the Subject Easements have not been abandoned or terminated.

///

///

WHEREFORE, Cross-Complainant demands judgment against cross-defendants as follows:

1. For a quiet title judgment as alleged herein;

2. For a declaration of the rights and duties of Cross-Complainant and cross-defendants with regard to the matters alleged herein;

3. For costs of suit incurred herein including where authorized, reasonable attorney's fees, and

4. For such other and further relief as this Court may deem just and proper.

Dated: January 31, 2020

STEYER LOWENTHAL BOODROOKAS ALVAREZ & SMITH LLP

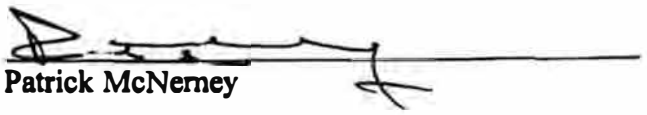
By: _____
Jeffrey H. Lowenthal
Zheying Li
Attorneys for Attorneys for Defendant
424 Jessie Historic Properties, LLC

VERIFICATION

I, Patrick McNerney, declare:

I am President of Martin McNerney Development, Inc., the manager of Defendant 424 Jessie Historic Properties, LLC in the above-entitled action, and authorized to execute this verification on its behalf. I have read the foregoing **CROSS-COMPLAINT FOR QUIET TITLE AND DECLARATORY RELIEF** and know the contents thereof. I am informed and believe that the same is true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 30, 2020 at San Francisco, California.



Patrick McNerney

Exhibit "A"

FEE PARCEL

THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN FRANCISCO, CITY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL 4 AND 5 AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS, PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT NO. 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT NO. 4 SOUTH 74°37'31" EAST (SHOWN AS "SOUTH 75°48'30" EAST" ON SAID PARCEL MAP) 55.07 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO); THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 15°18'45" WEST, HAVING A RADIUS OF 5785.096 FEET, THROUGH A CENTRAL ANGLE OF 1°17'04" AN ARC DISTANCE OF 129.70 FEET TO THE WESTERLY LINE OF SAID LOT NO. 5; THENCE CONTINUING SOUTHERLY ALONG SAID CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 5°21'01" AN ARC DISTANCE OF 540.10 FEET TO THE SOUTHERLY LINE OF SAID LOT NO. 5; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT NO. 5 NORTH 72°09'01" WEST (SHOWN AS "NORTH 73°20' WEST" ON SAID PARCEL MAP) 117.46 FEET TO SOUTHEASTERLY LINE OF SAID LOT NO. 4; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 32°17'13" WEST 29.95 FEET; THENCE NORTH 17°58'59" EAST (SHOWN AS "SOUTH 16°48'00" WEST" ON SAID PARCEL MAP) 309.26 FEET; THENCE SOUTH 71°57'37" EAST 19.979 FEET; THENCE NORTH 17°58'59" EAST 304.33 FEET; THENCE NORTH 74°37'31" WEST 20.00 FEET; THENCE NORTH 17°58'59" EAST 80.00 FEET TO THE POINT OF BEGINNING.

PORTION OF ASSESSOR'S LOTS 004 AND 005, BLOCK 5087

SCHEDULE 1
(MAIN LINE EASTMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

EXHIBIT 1

PARCEL NO. 2: (SIGNAL CABINET AREA)

COMMENCING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE HAVING A DISTANCE OF 109.964 FEET AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, AND 5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY; THENCE SOUTH 17°58'59" WEST ALONG SAID COURSE, 3.2 FEET TO A CHAIN LINK FENCE; THENCE SOUTH 32°17'13" WEST ALONG SAID FENCE, 21.6 FEET TO A FENCE POST; THENCE SOUTH 17°42'55" WEST, CONTINUING ALONG SAID FENCE, 100.2 FEET TO ANOTHER FENCE POST; THENCE SOUTH 69°17'37" EAST, CONTINUING ALONG SAID FENCE, 117.3 FEET TO ANOTHER FENCE POST; THENCE NORTH 9°22'01" EAST, CONTINUING ALONG SAID FENCE, 2.0 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN TO BE DESCRIBED; THENCECONTINUING NORTH 9°22'01" EAST ALONG SAID FENCE, 22.0 FEET; THENCE SOUTH 80°37'59" EAST, LEAVING SAID FENCE, 22.8 FEET; THENCE SOUTH 9°22'01" WEST 22.0 FEET; THENCE NORTH 80°37'59" WEST 22.8 FEET TO THE TRUE POINT OF BEGINNING.

SCHEDULE 2
(DRILL & SPUR TRACK EASEMENT)

THOSE CERTAIN PARCELS OR STRIPS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE LYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REEL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTERLINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT TA POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTH 15°19'08" WEST ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, 88.81 FEET TO A POINT IN THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, LAST SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 68.75 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8, LAST SAID POINT BEING TRUE POINT OF BEGINNING OF

THE LINE HEREIN TO BE DESCRIBED; THENCE SOUTHERLY AND SOUTHWESTERLY AND SOUTHERLY CONTINUING ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 3.62 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10", AN ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18' WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; SOUTH 32°19'44" WEST, TANGENT TO THE LAST SAID CURVE AT LAST SAID POINT, 161.72 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 286.483 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 177.35 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 544.20 FEET.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

ALSO, EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAID COUNTY OF SAN MATEO.

PARCEL NO. 3: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE, LAYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REAL 0867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 92.43 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10' AND ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; AND SOUTH 32°19'44" WEST, TANGENT TO LAST SAID CURVE AT

LAST SAID POINT, 53.00 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY (WHICH TRACK DIVERGES NORTHERLY FROM SAID CENTER LING OF SAID COMPANY'S DRILL TRACK) AND THE TRUE POINT OF BEGINNING OF THE LINE HEREIN TO BE DESCRIBED; THENCE NORTHERLY ALONG SAID CENTER OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 81.00 FEET TO A POINT; NORTHERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 110.76 FEET TO A POINT; AND NORTH 9°22'01' EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 109.53 FEET.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED 30 FOOT WIDE STRIP OF LAND, HEREIN ABOVE DESCRIBED IN "PARCEL NO. 3, LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

SCHEDULE 3
(ACCESS ROADWAY EASEMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (ROADWAY AREA)

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY UNE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, &5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO), SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 115.29 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8; THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE, ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 8°40'41" WEST, HAVING A RADIUS OF 5785.096 FEET, A CENTRAL ANGLE OF 0°51'24", AN ARC DISTANCE OF 86.50 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK (WHICH LIES WESTERLY OF AND WHICH DIVERGES NORTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK AND WHICH DRILL TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE), AND WHICH SAID DRILL TRACK CROSSES THE COMMON COUNTY LINE BETWEEN COUNTY OF SAN FRANCISCO AND COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY UNE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID PARALLEL AND

CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 9°22'01" WEST 67.82 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 367.245 FEET, A CENTRAL ANGLE OF 16°36'08", AN ARC DISTANCE OF 106.41 FEET TO A POINT; AND SOUTH 25°58'09" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 80.17 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE SOUTHWESTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 32°19'44" WEST 107.88 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 271.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 168.08 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 356.47 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SUNNYDALE AVENUE, 66 FEET WIDE; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTH 69°24'23" WEST ALONG SAID PROLONGATION, 65.40 FEET TO A POINT IN THE MOST WESTERLY LINE OF SAID LOT NO. 8, LAST SAID POINT BEING THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN ON SAID MAP HAVING A DISTANCE OF "66.00'"; THENCE NORTH 20°35'37" EAST ALONG LAST SAID WESTERLY LINE, 43.00 FEET TO A LINE PARALLEL WITH AND DISTANT 10.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY PROLONGATION OF THE CENTER LINE OF SAID SUNNYDALE AVENUE; THENCE SOUTH 69°24'23" EAST ALONG LAST SAID PROLONGATION, 13.70 FEET TO A POINT; THENCE EASTERLY AND NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 42°50'23", AN ARC DISTANCE OF 130.85 FEET TO A POINT IN A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE NORTHEASTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 67°45'14" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 246.15 FEET TO A POINT; NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 251.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 155.71 FEET TO A POINT; AND NORTH 32°19'44" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 106.77 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK; THENCE NORTHERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 79.06 FEET TO A POINT; NORTHEASTERLY AND NORTHERLY ON A CURVE TO THE LEFT TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 347.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 100.62 FEET TO A POINT; AND NORTH 9°22'01" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 67.27 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 95.00 FEET WESTERLY, MEASURED RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTHERLY ALONG LAST SAID CONCENTRIC LINE, ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT BEARS NORTH 7°49'17" EAST, HAVING A RADIUS OF 5805.096 FEET, A CENTRAL ANGLE OF 0°53'19", AN ARC DISTANCE OF 90.03 FEET TO SAID NORTHERLY LINE OF SAID LOT NO. 8; THENCE SOUTH 72°09'01" EAST ALONG LAST SAID NORTHERLY LINE, 20.26 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.519 OF AN ACRE, MORE OR LESS.

INGRESS/EGRESS AREA

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 4, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS AT PAGE 40, IN THE OFFICE OF THE COUNTY RECORDERS OF THE CITY AND COUNTY OF SAN FRANCISCO, LYING SOUTHERLY OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT NO. 7 OF SAID PARCEL MAP.

RECORDING REQUESTED BY

SAN FRANCISCO, CA
RECORDER'S OFFICE
Bruce Jamison, Recorder
DOC- E761808
TICOR Title Company
Friday, August 10, 1990 02:48:00PM
Rec 15.00 --- Fs 17.00
Mic 1.00 ---
AFA 20.00 --- Nnt
TOTAL =0 REEL F187 IMAGE 0594

AND WHEN RECORDED MAIL TO

Name Tuntex (U.S.A.). Inc.
Street Address 150 Executive Park Blvd., Suite 4200
City State Zip San Francisco, California 94134
Attn: Stephen C.H. Lin, Ph.D

5102-9
5102-1
5102-6

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX IS $ [illegible]
☐ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
☐ COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES REMAINING THEREON AT TIME OF SALE
Shown on Separate Statement
pursuant to Section 11932, Revenue & Taxation Code
Signature of declarant or agent determining tax -- firm name

17
9K

GRANT DEED

AFN#

FOR VALUE RECEIVED, Southern Pacific Transportation Company ("Grantor"), a Delaware corporation, grants to Tuntex (U.S.A.), Inc., a Delaware corporation ("Grantee") all that certain real property located in the City and County of San Francisco, State of California, and as more particularly described in Exhibit A, attached hereto and by this reference incorporated herein (the "Property");

TOGETHER WITH all rights and easements appurtenant thereto;

SUBJECT TO a lien to secure payment of current taxes and assessments and all easements, rights of way, covenants, conditions and restrictions, leases and other exceptions to title which are of record; and

EXCEPTING AND RESERVING unto Grantor that certain Form of Railroad Easement as more particularly described in Exhibit B, attached hereto and by this reference incorporated herein.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed this 1ST day of August, 1990.

"Grantor"

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By: [signature] President
Its:
V.B. Curcio

Attest: [signature]
Its: ASSISTANT SECRETARY
B.J. Medina

EXHIBIT 2

Sf. Assessor's Office AUG 10 1990

STATE OF CALIFORNIA
. City and County of San Francisco } ss.

On this 2ND day of AUGUST in the year One Thousand Nine Hundred and Ninety
before me, ROBERT E. JOHNSON, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared
W. B. CURTIS & A. J. MEDINA

known to me (or proved to me on the basis of satisfactory evidence) to be the Its Vice President & ASST. SECRETARY of the corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

OFFICIAL SEAL
ROBERT E. JOHNSON
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Comm. Expires Jan. 22, 1993

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Corporation

Robert E. Johnson
Notary Public in and for the City and County of San Francisco, State of California.

My commission Expires January 22, 1993

PJK
7-25-90

EXHIBIT "A"

Assessor/Clerk AUG 10 1990

LEGAL DESCRIPTION

All that real property situated in the City and County of San Francisco, State of California, described as follows:

PARCEL ONE:

Lot 6, as said lot is shown on the map of Parcel Map Book 16, Page 40, filed July 16, 1980, in the Office of the County Recorder of the City and County of San Francisco, State of California.

PARCEL TWO:

Lot 8, as said lot is shown on the map of Parcel Map Book 16, Page 40, filed July 16, 1980, in the Office of the County Recorder of the City and County of San Francisco, State of California.

Excepting therefrom that portion of said land described as follows:

Commencing at a point in that certain course having a length of 596.75 feet as shown in the easterly line of said Lot 8, distant thereon South 1°16'55" West 190.00 feet from the northerly terminus of said course; thence continuing along said course South 1°16'55" West 408.52 feet to the southerly terminus of said course; thence leaving said course, North 28°08'04" West 70.12 feet to a point in a line that is concentric with and distant 18 feet easterly, measured radially from the existing center line of Southern Pacific Transportation Company's spur track and the existing center line of Southern Pacific Transportation Company's westbound main track (San Francisco-San Luis Obispo); thence along said concentric line as follows: Northerly on a curve to the right, having a radius of 600.00 feet, a central angle of 18°29'24" (tangent to said curve at last mentioned point bears North 13°35'41" West), an arc distance of 193.63 feet to a point of compound curve, and northerly on a curve to the right, having a radius of 5691.69 feet, a central angle of 1°34'15", an arc distance of 156.05 feet; thence leaving said concentric line, South 88°43'05" East 41.39 feet to the point of commencement.

RHS039/ld

S.F. Recorder's Office AUG 10 1990

PARCEL THREE:

Commencing at a point on the southerly line of Sunnydale Avenue, distant thereon 105 feet and 8 inches easterly from the easterly line of Milliken Street; running thence easterly along the said southerly line of Sunnydale Avenue 138 feet and 8 inches; thence at a right angle southerly 224 feet and 5 inches; thence at a right angle westerly 138 feet and 8 inches; and thence at a right angle northerly 224 feet and 5 inches to the point of commencement.

Excepting therefrom that portion lying within San Mateo County.

PARCEL FOUR:

Commencing at a point on the southerly line of Sunnydale Avenue (formerly Tobin Street), distant thereon 244 feet 4 inches easterly from the easterly line of Milliken Street; running thence South 71-1/2° East along the southerly line of Sunnydale Avenue 277 feet 4 inches; thence South 18-1/2° West 224 feet 5 inches; thence North 71-1/2° West 277 feet 4 inches; thence North 18-1/2° East 224 feet 5 inches to the point of commencement.

Excepting therefrom that portion lying within San Mateo County.

SN
30MAR90
REV 12JUN90

EXHIBIT "B"
(Schedule 1)

S.F. Assessor's Office AUG 10 1990

MAIN LINE EASEMENT

Those certain parcels of land situated in the City and County of San Francisco, State of California, described as follows:

Parcel No. 1:

Commencing at the northeasterly corner of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099 and 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, said corner being at the easterly terminus of that certain course shown on said map having a bearing and distance of "N 73°20' W 232.62'"; thence North 72°09'01" West along the northerly line of said Lot No. 8, and also said course, 13.84 feet to point in a line concentric with and distant 25.00 feet easterly, measured radially from the existing center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), and the True Point of Beginning of the parcel of land herein to be described; thence southerly along said concentric line on a curve to the left, tangent to said curve at last said point bears South 9°30'54" West, having a radius of 5685.096 feet, a central angle of 2°04'27", an arc distance of 205.81 feet to the northerly line of the 0.411 acre parcel of land described in deed dated June 13, 1935, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument 0660213, Reel

AUG 10 1990

0867, Page 951, Official Records of said County; thence North 88°46'13" West along last said northerly line, 8.03 feet to a point for the northwesterly corner of last said land; thence southerly along the westerly line of last said land, on a curve to the left, tangent to last said curve at last said point bears South 6°24'50" West, having a radius of 5691.60 feet, a central angle of 1°34'15", an arc distance of 156.05 feet to a point of compound curve; thence continuing southerly along said westerly line on last said curve to the left, having a radius of 600.00 feet, a central angle of 9°52'28", an arc distance of 103.41 feet to a point in said concentric line; thence leaving said westerly line, southerly along said concentric line, on a curve to the left, tangent to last said curve at last said point bears South 3°49'34" West, having a radius of 5685.096 feet, a central angle of 1°51'01", an arc distance of 183.60 feet; thence South 1°28'31" West 12.80 feet to a point in the common County line between the County of San Francisco and the County of San Mateo, last said point being distant thereon, North 88°58'58" West 61.21 feet from its intersection with the westerly line of Tunnel Avenue, 60 feet in width; thence North 88°58'58" West along said County line and also the southerly line of said Lot No. 8, passing at 25.06 feet the said center line of Southern Pacific Transportation Company's Westbound main track, and continuing for a total distance of 100.13 feet; thence North 1°28'35" East 14.47 feet to a point in a line concentric with and distant 75.00 feet westerly, measured radially from last said center line; thence

S.F. Assessor's Office AUG 10 1990

northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 1°58'33" East, having a radius of 5785.096 feet, a central angle of 6°42'08", an arc distance of 676.72 feet to said northerly line of said Lot No. 8; thence South 72°09'01" East along last said northerly line, passing at 76.11 feet the said center line of Southern Pacific Transportation Company's westbound main track, and continuing for a total distance of 101.45 feet to the True Point of Beginning, containing an area of 1.513 acres, more or less.

Parcel No. 2:

Commencing at the southerly terminus of that certain course having a distance of 109.964 feet as shown on that certain map entitled, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S Block 5087, 5099, and 5101, SAN FRANCISCO, CALIFORNIA", as per map file July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County; thence North 17°58'59" East along said course, 3.2 feet to a chain link fence; thence North 32°17'13" East along said fence, 21.6 feet to a fence post; thence South 17°42'55" West, continuing along said fence, 100.2 feet to another fence post; thence North 69°17'37" West, continuing along said fence, 117.3 feet to another fence post; thence South 9°22'01" West, continuing along said fence, 2.0 feet to the True Point of Beginning of the parcel of land herein to be described; thence continuing South 9°22'01" West along said fence, 22.3 feet; thence North 80°37'59" West, leaving said fence, 22.8 feet; thence North 9°22'01" East 22.0 feet; thence South 80°37'59" East 22.8 feet to the True Point of Beginning.

GN
2 Mar 90
R&N 25 July 90
RHS.

EXHIBIT "B"
(Schedule 2)

AUG 10 1990

DRILL & SPUR TRACK EASEMENT

Those certain parcels or strips of land situated in the City and County of San Francisco, State of California, described as follows:

PARCEL NO. 1

Beginning at the point of intersection of the westerly line of Tunnel Avenue, 60 feet in width, with the common County line between the County of San Francisco and the County of San Mateo; thence North 88°58'58" West along said County line and also the southerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA," as per map filed July 16, 1980 in Book 16 of Maps, Page 40, Records of said County, 39.80 feet to a point in a line concentric and parallel with and distant 15.00 feet westerly, measured radially and at right angles from the center line of Southern Pacific Transportation Company's drill track (which lies easterly of and which diverges southerly from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco) and which crosses said County line at a point distant North 88°58'58" West along said County line 24.41 feet from its intersection with said westerly line of Tunnel Avenue); thence northerly along said concentric and parallel line, the curvature and course thereof as follows: northerly on a curve to the left, tangent to said curve at last said point bears North 12°03'07" West, having a radius of 558.14 feet, a central angle of 2°35'41", an arc distance of 25.28 feet to a point, and North 14°38'48" West, tangent to last said curve at last said point, 50.80 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially, from said center line of Southern Pacific

AUG 10 1990

Transportation Company's westbound main track; thence northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 2°35'12" East, having a radius of 5685.096 feet, a central angle of 1°14'22", an arc distance of 122.98 feet to a point in the westerly line of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to the State of California, recorded June 25, 1985, as Instrument D660213, Reel 0867, Page 591, Official Records of said County; thence southerly along last said westerly line, on a curve to the left, tangent to last said curve at last said point bears South 5°01'53" East, having a radius of 600.00 feet, a central angle of 8°36'56", an arc distance of 90.22 feet; thence South 28°11'12" East, continuing along last said westerly line, 70.12 feet to the easterly line of last said land; thence leaving last said westerly line, North 1°13'47" East along said easterly line, 1.77 feet to said westerly line of Tunnel Avenue; thence South 4°30'58" East along last said westerly line, 48.41 feet to the Point of Beginning, containing an area of 5018 square feet, more or less.

PARCEL NO. 2

A strip of land, 30 feet wide lying equally 15.00 feet on each side of the following described line:

Commencing at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument D660213, Reel 0867, Page 591, Official Records of said County; thence North 6°33'34" West 309.26 feet to a point in the center line of Southern Pacific Transportation Company drill track right of way (which track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose) and which

AUG 10 1990

crosses the common County line between the County of San Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles, from the easterly line of Bayshore Boulevard); thence South 15°19'08" West along said center line of Southern Pacific Transportation Company's drill track right of way, 88.81 feet to a point in the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, last said point being distant North 72°09'01" West along said northerly line, 68.75 feet from the northeasterly corner of said Lot No. 8, last said point being the True Point of Beginning of the line herein to be described; thence southerly and southwesterly and southerly continuing along said center line of Southern Pacific Transportation Company's drill track right of way, the courses and curvatures thereof as follows: South 15°19'08" West 3.62 feet to a point; southerly on a curve to the right, tangent to said curve at last said point is last described course, having a radius of 3564.239 feet, a central angle of 0°22'10", an arc distance of 22.99 feet to a point; South 15°41'18" West, tangent to last said curve at last said point, 152.89 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°38'26", an arc distance of 111.02 feet to a point; South 32°19'44" West, tangent to the last said curve at last said point, 161.72 feet to a point; southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 286.483 feet, a central angle of 35°25'30", an arc distance of 177.35 feet to a point; and South 67°45'14" West, tangent to last said curve at last said point, 544.20 feet.

Excepting therefrom that portion lying easterly of and coincident with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco).

Also, excepting therefrom that portion lying within said County of San Mateo.

PARCEL NO. 3

A strip of land, 30 feet wide, lying equally 15.00 feet on each side of the following described line:

Commencing at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument D660213, Reel D867, Page 591, Official Records of said County; thence North 6°33'34" West 309.26 feet to a point in the center line of Southern Pacific Transportation Company's drill track right of way (which track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose) and which crosses the common County line between the County of San Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles from the easterly line of Bayshore Boulevard); thence southerly along said center line of Southern Pacific Transportation Company's drill track right of way, the courses and curvatures thereof as follows: South 15°19'08" West 92.43 feet to a point; southerly on a curve to the right, tangent to said curve at last said point is last described course, having a radius of 3564.239 feet, a central angle of 0°22'10" an arc distance of 22.99 feet to a point; South 15°41'18" West, tangent to last said

S.J. Recorder's Office AUG 10 1990

curve at last said point, 152.89 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°38'26", an arc distance of 111.02 feet to a point; and South 32°19'44" West, tangent to last said curve at last said point, 53.00 feet to a point in the center line of Southern Pacific Transportation Company's spur track right of way (which track diverges northerly from said center line of said Company's drill track) and the True Point of Beginning of the line herein to be described; thence northerly along said center line of Southern Pacific Transportation Company's spur track right of way, the courses and curvatures thereof as follows: North 25°58'09" East 81.00 feet to a point; northerly on a curve to the left, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°36'08", an arc distance of 110.76 feet to a point; and North 9°22'01" East, tangent to last said curve at last said point, 109.53 feet.

Excepting therefrom that portion of the above described 30 foot wide strip of land, herein above described in "PARCEL NO. 3, lying easterly of and coincident with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco).

AUG 10 1990

EXHIBIT "B"
(Schedule 3)

ACCESS ROADWAY EASEMENT

Those certain parcels of land situated in the City and County of San Francisco, State of California, described as follows:

PARCEL NO. 1

Beginning at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument 0660213, Reel 0867, Page 591, Official Records of said County; thence North 88°46'13" West along the northerly line of said 0.411 acre parcel of land, 33.31 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), said point being distant South 88°46'13" East along said northerly line, 8.08 feet from the northwesterly corner of said 0.411 acre parcel of land; thence northerly along said concentric line, on a curve to the right, tangent to said curve at last said point bears North 6°26'27" East, having a radius of 5685.096 feet, a central angle of 2°04'27", an arc distance of 205.81 feet to the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County; thence South 72°09'01" East along last said northerly line, 13.84 feet to the northeasterly corner of said Lot No. 8; thence South 13°42'29" West along the easterly line of said Lot No. 8 and also the westerly line of Tunnel Avenue, 60

S.F. Recorder's Office AUG 10 1990

feet in width, 10.88 feet to an angle point therein; thence continuing along said easterly line and also last said westerly line, South 1°13'47" West 190.00 feet to the Point of Beginning, containing an area of 4646 square feet, more or less.

PARCEL NO. 2

Beginning at the point of intersection of the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), said point being distant North 72°09'01" West along said northerly line, 115.29 feet from the northeasterly corner of said Lot No. 8; thence southerly along said concentric line, on a curve to the left, tangent to said curve at last said point bears South 8°40'41" West, having a radius of 5785.096 feet, a central angle of 0°51'24", an arc distance of 86.50 feet to a line parallel and concentric with and distant 15.00 feet westerly, measured at right angles and radially from the center line of Southern Pacific Transportation Company's tail track (which lies westerly of and which diverges northerly from the center line of Southern Pacific Transportation Company's drill track and which drill track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose), and which said drill track crosses the common County line between the County of San

S.F. Assessor-Office AUG 10 1990

Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles from the easterly line of Bayshore Boulevard); thence southerly and southwesterly along said parallel and concentric line, the courses and curvature thereof as follows: South 9°22'01" West 67.82 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 367.245 feet, a central angle of 16°36'08", an arc distance of 106.41 feet to a point; and South 25°58'09" West, tangent to last said curve at last said point, 80.17 feet to a line parallel and concentric with and distant 15.00 feet northwesterly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's drill track; thence southwesterly along last said parallel and concentric line, the courses and curvature thereof as follows: South 32°19'44" West 107.88 feet to a point; southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 271.843 feet, a central angle of 35°25'30", an arc distance of 168.08 feet to a point; and South 67°45'14" West, tangent to last said curve at last said point, 356.47 feet to the easterly prolongation of the southerly line of Sunnydale Avenue, 66 feet wide; thence leaving last said parallel and concentric line, North 69°24'23" West along said prolongation, 65.40 feet to a point in the most westerly line of said Lot No. 8, last said point being the southerly terminus of that certain course shown on said map having a distance of "66.00'"; thence North 20°35'37" East along last said westerly line, 43.00 feet to a line parallel with and distant 10.00 feet northerly, measured at right angles from the easterly prolongation of the center line of said Sunnydale Avenue; thence South 69°24'23" East along last said prolongation, 13.70 feet to a point; thence easterly and northeasterly on a

S.F. Recorder's Office AUG 10 1990

curve to the left, tangent to last said curve at last said point is last described course, having a radius of 175.00 feet, a central angle of 42°50'23", an arc distance of 130.85 feet to a point in a line parallel and concentric with and distant 35.00 feet northwesterly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's drill track; thence northeasterly along last said parallel and concentric line, the courses and curvature thereof as follows: North 67°45'14" East, tangent to last said curve at last said point, 246.15 feet to a point; northeasterly on a curve to the left, tangent to last said curve at last said point is last described course, having a radius of 251.843 feet, a central angle of 35°25'30", an arc distance of 155.71 feet to a point; and North 32°19'44" East, tangent to last said curve at last said point, 106.77 feet to a line parallel and concentric with and distant 35.00 feet westerly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's tail track; thence northerly along last said parallel and concentric line, the courses and curvature thereof as follows: North 25°58'09" East 79.06 feet to a point; northeasterly and northerly on a curve to the left tangent to last said curve at last said point is last described course, having a radius of 347.245 feet, a central angle of 16°36'08", an arc distance of 100.62 feet to a point; and North 9°22'01" East, tangent to last said curve at last said point, 67.27 feet to a point in a line concentric with and distant 95.00 feet westerly, measured radially from said center line of Southern Pacific Transportation Company's westbound main track; thence leaving last said parallel and concentric line, northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 7°49'17" East, having a radius of 5805.095 feet, a central angle of 0°53'19", an arc distance of 90.03 feet to said northerly line of said Lot No. 8; thence South 72°09'01" East along last said northerly line, 20.26 feet to the Point of Beginning, containing an area of 0.519 of an acre, more or less.

SAN FRANCISCO RECORDER'S OFFICE
DOC- E962735

WHEN RECORDED MAIL TO:

Mr. Robert A. Gelbert
Tuntex (U.S.A.) Inc.
150 Executive Park Boulevard
Suite 4200
San Francisco, CA 94134

Thursday, August 22, 1991 09:40:07a
Fee 19.00 --- Pg 17.00
Stf 10.00 --- Mic 1.00
Amt 53.00 ---
TOTAL 53.00
REEL F445 IMAGE 0298

DEED CORRECTING
DESCRIPTION OF RAIL EASEMENT

THIS DEED CORRECTING DESCRIPTION OF RAIL EASEMENT (this "Correcting Grant") is executed as of this 23RD day of JULY, 1991, by Southern Pacific Transportation Company, a Delaware corporation ("SPTCo") and Tuntex Properties, Inc. (Brisbane), formerly known as Oyster Point Properties, Inc., a California corporation ("Tuntex") on the basis of the following facts, understandings and intentions:

A. In furtherance of that certain Agreement of Purchase and Sale (the "Sale Agreement") dated as of December 28, 1989 by and among Tuntex, Tuntex (U.S.A.) Inc., a Delaware corporation, and SPTCo, SPTCo conveyed by grant deed certain property (the "Property") described with particularity in the Sale Agreement, reserving therefrom certain easements (the "Easements");

B. Subsequent to the execution of the Sale Agreement and conveyance of the Property, Oyster Point Properties, Inc., a California corporation, changed its name to "Tuntex Properties, Inc. (Brisbane)", without affecting any change in the corporate structure or identity;

C. In that certain executed letter, dated December 29, 1989, (the "Executed Letter"), SPTCo and Tuntex acknowledged and agreed that the legal description of the Easements, as set forth in Exhibit "B" to the grant deed executed and recorded on August 10, 1990 as Instrument No. C761908 in the Official Records of San Francisco County (the "Original Grant Deed") was not prepared by a surveyor, and thus it would be necessary to substitute therefor a legal description based on a survey;

D. Pursuant to the terms of the Executed Letter, SPTCo, at its sole cost and expense, caused a surveyor registered under the laws of the State of California to prepare a new legal description of the Easements attached hereto as Exhibit 1 (the "New Legal Description") and incorporated herein by this reference;

E. Pursuant to the terms of the Executed Letter, SPTCo and Tuntex agreed that, upon Tuntex's approval of the New Legal Description, SPTCo and Tuntex would execute and record in the Official Records of San Francisco County an instrument correcting the description of the Easements by substituting the New Legal Description for the description of the Easements set forth in the Original Grant Deed; and

EXHIBIT 3

LY62735

f. SPTCo and Tuntex have agreed that the substitution of the description of the Easements set forth in the Original Grant Deed with the New Legal Description shall be effected by the parties' execution and recording of this Correcting Deed.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES AND OTHER VALUABLE CONSIDERATION by the execution and recording hereof, SPTCo and Tuntex hereby correct the Original Grant Deed by:

1. Deleting the legal description of the Easements set forth in the Original Grant Deed; and

2. Substituting therefor the New Legal Description attached hereto as Exhibit 1 and incorporated herein by this reference.

IN WITNESS WHEREOF, SPTCo and Tuntex have executed this Correcting Deed this 30 day of July, 1991.

"SPTCo"

SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation

By: _____
Its: As Vice President

"Tuntex"

TUNTEX (U.S.A.) INC.
a Delaware corporation

By: _____
Its: _____

JO:ng

E962735

State of California §
§
City and County of San Francisco §

On July 30, 1991, before me personally appeared Rick L. (here Insert name and title of the officer), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

OFFICIAL SEAL
C.M. LIMA
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY
My Comm. Expires April 29, 1994

Signature C M Lima (Seal)

STATE OF CALIFORNIA }
City and County of San Francisco }

E962735

On this 23rd day of JULY in the year One Thousand Nine Hundred and Ninety ONE
before me, JOSEPH F. JUBILADO a Notary Public in and for the City and County of San Francisco, State of California, personally appeared

S. D. STEEL

known to me (or proved to me on the basis of satisfactory evidence) to be the

VICE PRESIDENT

of the corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named and he acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in my office in the City and County of San Francisco, the day and year in this certificate first above written

OFFICIAL NOTARY SEAL
JOSEPH F. JUBILADO
Notary Public — California
SAN FRANCISCO COUNTY
My Comm. Expires JUN 05 1995

Joseph F. Jubilado

Notary Public in and for the City and County of San Francisco, State of California

My Commission Expires June 5, 1995

EXHIBIT "I"

E962735

FORM OF RAILROAD EASEMENT

"Grantor excepts from the Property hereby conveyed and reserves unto itself, its successors and assigns:

A perpetual, exclusive easement in, on, under, over and through the locations described in Schedule 1 (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (Access Roadway Easement) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment. All improvements presently existing on or hereafter constructed on the easement area, if owned by Grantor, shall remain the personal property of the Grantor and its successors and assigns. Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph. Grantor shall defend, indemnify and hold Grantee, its successors and assignees, harmless from and against any liability, damage, cost or expense arising from or in connection with Grantor's use of the property covered by the easement reserved herein.

Notwithstanding the exclusive nature of such easement, Grantor shall permit Grantee, its successors and assigns, (a) such rights of passage on, over, and under such easement area for such public or private streets and rights of way ("Rail Crossings") as Grantee may require to provide reasonable access to any improvements located on the Property, and (b) the right to construct, (i) improvements over said easement commencing at a minimum height of thirty-five (35) feet above top of rail and (ii) structural support improvements and other improvements reasonably related to a railroad depot within the easement area ("Improvements"), in all cases subject to (a) approval of the location or locations and the design of such Rail Crossings and Improvements by the Grantor, which approval shall not be unreasonably withheld; (b) such conditions as Grantor may reasonably impose to protect its own operations over such easement area or to comply with applicable law; (c) approval of such Rail Crossings or improvements by the California Public Utility Commission and by such other governmental and regulatory agencies as may be required; (d) acceptance, to the extent applicable, of such Rail Crossings as dedicated public streets by the City of San Francisco; and (e) construction of the physical improvements constituting such Rail Crossings and Improvements at no expense to the Grantor."

SAN FRANCISCO - COUNTY

BN
30 MAR 90
Rec. 434410

E962735

EXHIBIT "1"
(Schedule 1)

MAIN LINE EASEMENT

Those certain parcels of land situated in the City and County of San Francisco, State of California, described as follows:

Parcel No. 1:

Commencing at the northeasterly corner of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099 and 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980; in Book 16 of Parcel Maps, Page 40, Records of said County, said corner being at the easterly terminus of that certain course shown on said map having a bearing and distance of "N 73°20' W 232.62'"; thence North 72°09'01" West along the northerly line of said Lot No. 8, and also said course, 13.84 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially from the existing center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), and the True Point of Beginning of the parcel of land herein to be described; thence southerly along said concentric line one curve to the left; tangent to said curve at last said point bears South 8°30'54" West, having a radius of 5685.096 feet, a central angle of 2°04'27", an arc distance of 205.81 feet to the northerly line of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument 0660213, Reel 0867, Page 951, Official Records of said County;

thence North 08°40'13" West along last said northerly line, 8.03 feet to a point for the northwesterly corner of last said land; thence southerly along the westerly line of last said land, on a curve to the left, tangent to last said curve at last said point bears South 6°24'50" West, having a radius of 5691.60 feet, a central angle of 1°34'15", an arc distance of 156.05 feet to a point of compound curve; thence continuing southerly along said westerly line on last said curve to the left, having a radius of 600.00 feet, a central angle of 9°52'28", an arc distance of 103.41 feet to a point in said concentric line; thence leaving said westerly line, southerly along said concentric line, on a curve to the left, tangent to last said curve at last said point bears South 3°43'34" West, having a radius of 5685.096 feet, a central angle of 1°51'01", an arc distance of 183.60 feet; thence South 1°28'31" West 12.80 feet to a point in the common County line between the County of San Francisco and the County of San Mateo, last said point being distant thereon, North 88°58'58" West 61.21 feet from its intersection with the westerly line of Tunnel Avenue, 60 feet in width; thence North 88°58'58" West along said County line and also the southerly line of said Lot No. 8, passing at 25.06 feet the said center line of Southern Pacific Transportation Company's Westbound main track, and continuing for a total distance of 100.13 feet; thence North 1°28'35" East 14.47 feet to a point in a line concentric with and distant 75.00 feet westerly, measured radially from last said center line; thence northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 1°56'33" East, having a radius of 5765.096 feet, a central angle of 6°42'08", an arc distance of 676.72 feet to said northerly line of said Lot No. 8; thence South 72°09'01" East along last said northerly line, passing at 76.11 feet the

said center line of Southern Pacific Transportation Company's westbound main track, and continuing for a total distance of 101.45 feet to the True Point of Beginning, containing an area of 1.513 acres, more or less.

Parcel No. 2:

Commencing at the northerly terminus of that certain course having a distance of 109.964 feet as shown on that certain map entitled, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, and 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 90, Records of said County; thence South 17°58'59" West along said course, 3.2 feet to a chain link fence; thence South 32°17'13" West along said fence, 21.6 feet to a fence post; thence South 37°42'55" West, continuing along said fence, 100.2 feet to another fence post; thence South 69°17'37" East, continuing along said fence, 117.3 feet to another fence post; thence North 9°22'01" East, continuing along said fence, 2.0 feet to the True Point of Beginning of the parcel of land herein to be described; thence continuing North 9°22'01" East along said fence, 22.0 feet; thence South 80°37'59" East, leaving said fence, 22.8 feet; thence South 9°22'01" West 22.0 feet; thence North 80°37'59" West 22.8 feet to the True Point of Beginning.

SN
2 Mar. 90
Rec 25 June 9
RMS.

F962735

EXHIBIT "1"
(Schedule 2)

DRILL & SPUR TRACK EASEMENT

Those certain parcels or strips of land situated in the City and County of San Francisco, State of California, described as follows:

PARCEL NO. 1

Beginning at the point of intersection of the westerly line of Tunnel Avenue, 80 feet in width, with the common County line between the County of San Francisco and the County of San Mateo; thence North 88°58'58" West along said County line and also the southerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA," as per map filed July 16, 1980 in Book 16 of Maps, Page 40, Records of said County, 39.80 feet to a point in a line concentric and parallel with and distant 15.00 feet westerly, measured radially and at right angles from the center line of Southern Pacific Transportation Company's drill track (which lies easterly of and which diverges southerly from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco) and which crosses said County line at a point distant North 88°58'58" West along said County line 26.41 feet from its intersection with said westerly line of Tunnel Avenue); thence northerly along said concentric and parallel line, the curvature and course thereof as follows: northerly on a curve to the left, tangent to said curve at last said point bears North 12°03'07" West, having a radius of 558.14 feet, a central angle of 2°35'41", an arc distance of 25.28 feet to a point, and North 14°38'48" West, tangent to last said curve at last said point, 50.80 feet to a point in a line concentric withand distant 25.00 feet easterly, measured radially, from said center line of Southern Pacific

Transportation Company's westbound main track; thence northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 2°35'12" East, having a radius of 5685.096 feet, a central angle of 1°14'22", an arc distance of 122.08 feet to a point in the westerly line of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to the State of California, recorded June 25, 1985, as Instrument 0660213, Reel 0867, Page 591, Official Records of said County; thence southerly along last said westerly line, on a curve to the left, tangent to last said curve at last said point bears South 5°01'53" East, having a radius of 600.00 feet, a central angle of 8°36'56", an arc distance of 90.22 feet; thence South 28°11'12" East, continuing along last said westerly line, 70.12 feet to the easterly line of last said land; thence leaving last said westerly line, North 1°13'47" East along said easterly line, 1.77 feet to said westerly line of Tunnel Avenue; thence South 4°30'58" East along last said westerly line, 48.41 feet to the Point of Beginning, containing an area of 5018 square feet, more or less.

PARCEL NO. 2

A strip of land, 30 feet wide lying equally 15.00 feet on each side of the following described line:

Commencing at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument 0660213, Reel 0867, Page 591, Official Records of said County; thence North 6°33'34" West 309.26 feet to a point in the center line of Southern Pacific Transportation Company drill track right of way (which track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose) and which

crosses the common County line between the County of San Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles, from the easterly line of Bayshore Boulevard); thence South 15°19'08" West along said center line of Southern Pacific Transportation Company's drill track right of way, 88.81 feet to a point in the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, last said point being distant North 72°09'01" West along said northerly line, 58.75 feet from the northeasterly corner of said Lot No. 8, last said point being the True Point of Beginning of the line herein to be described: thence southerly and southwesterly and southerly continuing along said center line of Southern Pacific Transportation Company's drill track right of way, the courses and curvatures thereof as follows: South 15°19'08" West 3.62 feet to a point; southerly on a curve to the right, tangent to said curve at last said point is last described course, having a radius of 3564.239 feet, a central angle of 0°22'10", an arc distance of 22.99 feet to a point; South 15°41'18" West, tangent to last said curve at last said point, 152.89 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°38'26", an arc distance of 111.02 feet to a point; South 32°19'44" West, tangent to the last said curve at last said point, 161.72 feet to a point; southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 286.483 feet, a central angle of 35°25'30", an arc distance of 177.35 feet to a point; and South 67°45'14" West, tangent to last said curve at last said point, 544.20 feet.

Excepting therefrom that portion lying easterly of and coincident with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco).

Also, excepting therefrom that portion lying within said County of San Mateo.

PARCEL NO. 3

A strip of land, 30 feet wide, lying equally 15.00 feet on each side of the following described line:

Commencing at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument 0660213, Reel 0867, Page 591, Official Records of said County; thence North 6°33'34" West 309.26 feet to a point in the center line of Southern Pacific Transportation Company's drill track right of way (which track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose) and which crosses the common County line between the County of San Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles from the easterly line of Bayshore Boulevard); thence southerly along said center line of Southern Pacific Transportation Company's drill track right of way, the courses and curvatures thereof as follows: South 15°19'08" West 92.43 feet to a point; southerly on a curve to the right, tangent to said curve at last said point is last described course, having a radius of 3564.239 feet, a central angle of 0°22'10" an arc distance of 22.99 feet to a point; South 15°41'18" West, tangent to last said

curve at last said point, 152.89 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°38'26", an arc distance of 111.02 feet to a point; and South 32°19'44" West, tangent to last said curve at last said point, 53.00 feet to a point in the center line of Southern Pacific Transportation Company's spur track right of way (which track diverges northerly from said center line of said Company's drill track) and the True Point of Beginning of the line herein to be described; thence northerly along said center line of Southern Pacific Transportation Company's spur track right of way, the courses and curvatures thereof as follows: North 25°58'09" East 81.00 feet to a point; northerly on a curve to the left, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet; a central angle of 16°36'08", an arc distance of 110.76 feet to a point; and North 9°22'01" East, tangent to last said curve at last said point, 109.53 feet.

Excepting therefrom that portion of the above described 30 foot wide strip of land, herein above described in "PARCEL NO. 3, lying easterly of and coincident with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco).

D962735

EXHIBIT "1"
(Schedule J)

ACCESS ROADWAY EASEMENT

Those certain parcels of land situated in the City and County of San Francisco, State of California, described as follows:

PARCEL NO. 1

Beginning at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument 0660213, Reel 0867, Page 591, Official Records of said County; thence North 08°46'13" West along the northerly line of said 0.411 acre parcel of land, 33.31 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), said point being distant South 65°46'13" East along said northerly line, 8.08 feet from the northwesterly corner of said 0.411 acre parcel of land; thence northerly along said concentric line, on a curve to the right, tangent to said curve at last said point bears North 6°26'27" East, having a radius of 5685.096 feet, a central angle of 2°04'27", an arc distance of 205.81 feet to the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 6099, & 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 15, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County; thence South 72°09'01" East along last said northerly line, 13.84 feet to the northeasterly corner of said Lot No. 8; thence South 13°42'29" West along the easterly line of said Lot No. 8 and also the westerly line of Tunnel Avenue, 60

feet in width, 10.88 feet to an angle point therein; thence continuing along said easterly line and also last said westerly line, South 1°13'47" West 190.00 feet to the Point of Beginning, containing an area of 4646 square feet, more or less.

PARCEL NO. 2

Beginning at the point of intersection of the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), said point being distant North 72°09'01" West along said northerly line, 115.29 feet from the northeasterly corner of said Lot No. 8; thence southerly along said concentric line, on a curve to the left, tangent to said curve at last said point bears South 8°40'41" West, having a radius of 5765.096 feet, a central angle of 0°51'24", an arc distance of 86.50 feet to a line parallel and concentric with and distant 15.00 feet westerly, measured at right angles and radially from the center line of Southern Pacific Transportation Company's tail track (which lies westerly of and which diverges northerly from the center line of Southern Pacific Transportation Company's drill track and which drill track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose), and which said drill track crosses the common County line between the County of San

Francisco and the County of San Mateo at a point distant South 88°58'50" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles from the easterly line of Bayshore Boulevard; thence southerly and southwesterly along said parallel and concentric line, the courses and curvature thereof as follows: South 9°22'01" West 67.62 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 367.245 feet, a central angle of 16°36'08"; an arc distance of 106.41 feet to a point; and South 25°58'09" West, tangent to last said curve at last said point, 80.17 feet to a line parallel and concentric with and distant 15.00 feet northwesterly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's drill track; thence southwesterly along last said parallel and concentric line, the courses and curvature thereof as follows: South 32°19'44" West 107.88 feet to a point; southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 271.843 feet, a central angle of 35°25'30", an arc distance of 168.08 feet to a point; and South 67°45'14" West, tangent to last said curve at last said point, 366.47 feet to the easterly prolongation of the southerly line of Sunnydale Avenue, 66 feet wide; thence leaving last said parallel and concentric line, North 69°24'23" West along said prolongation, 65.40 feet to a point in the most westerly line of said Lot No. 8, last said point being the southerly terminus of that certain course shown on said map having a distance of "66.00'"; thence North 20°35'37" East along last said westerly line, 43.00 feet to a line parallel with and distant 10.00 feet northerly, measured at right angles from the easterly prolongation of the center line of said Sunnydale Avenue; thence South 69°24'23" East along last said prolongation, 13.70 feet to a point; thence easterly and northeasterly on a

curve to the left, tangent to last said curve at last said point is last described course, having a radius of 175.00 feet, a central angle of 42°50'23", an arc distance of 130.85 feet to a point in a line parallel and concentric with and distant 35.00 feet northwesterly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's drill track; thence northeasterly along last said parallel and concentric line, the courses and curvature thereof as follows: North 67°45'14" East, tangent to last said curve at last said point, 246.15 feet to a point; northeasterly on a curve to the left, tangent to last said curve at last said point is last described course, having a radius of 251.843 feet, a central angle of 35°25'30", an arc distance of 155.71 feet to a point; and North 32°19'44" East, tangent to last said curve at last said point, 106.11 feet to a line parallel and concentric with and distant 35.00 feet westerly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's tail track; thence northerly along last said parallel and concentric line, the courses and curvature thereof as follows: North 25°58'09" East 79.06 feet to a point; northeasterly and northerly on a curve to the left tangent to last said curve at last said point is last described course, having a radius of 347.245 feet, a central angle of 16°36'08", an arc distance of 100.62 feet to a point; and North 9°22'01" East, tangent to last said curve at last said point, 67.27 feet to a point in a line concentric with and distant 95.00 feet westerly, measured radially from said center line of Southern Pacific Transportation Company's westbound main track; thence leaving last said parallel and concentric line, northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 7°49'17" East, having a radius of 5805.996 feet, a central angle of 0°53'12", an arc distance of 90.03 feet to said northerly line of said Lot No. 8; thence South 72°09'01" East along last said northerly line, 20.26 feet to the Point of Beginning, containing an area of 0.619 of an acre, more or less.

20159K01686300014
San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC 2015-K016863-00
Acct 5002-Old Republic Title Company
Thursday, FEB 05, 2015 11:46:49
Ttl Pd$13,939.00 Nbr-0005097538
okc/RE/1-14

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Patrick McNerney
14 Mint Plaza, Fifth Floor
San Francisco, CA 94103

Mail Tax Statements to:

Patrick McNerney
14 Mint Plaza, Fifth Floor
San Francisco, CA 94103

CRTC
02270154027 DP
Blk 5087; lots 4 & 5
2201 Bayshore Blvd.

Space Above Line for Recorder's Use Only

(1567-58)

DOCUMENTARY TRANSFER TAX $ 13,875.00
XX Computed on the full value of the property conveyed
___ Computed on the full value less liens and encumbrances remaining at the time of sale
___ Not a sale (Rev. & Tax. Code Section 11927(a))

Signature of Declarant or Agent Determining Tax

QUITCLAIM DEED

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation), Grantor, in consideration of the sum of Ten Dollars ($10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto **PATRICK McNERNEY**, an individual, as his sole and separate property, Grantee, whose address is 14 Mint Plaza, Fifth Floor, San Francisco, California 94103 and unto his heirs and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate (hereinafter the "Property") situated in the City and County of San Francisco, State of California, identified and more particularly described as "Fee Parcel" in **Exhibit A**, hereto attached and hereby made a part hereof, together with any and all of Grantor's right, title and interest in and to portions of that certain Form of Railroad Easement reserved by Southern Pacific Transportation Company in that certain Grant Deed dated August 1, 1990, and recorded on August 10, 1990 in the Official Records of San Francisco County, California, as Instrument No. E761808, as modified by that certain Deed Correcting Description of Rail Easement dated July 23, 1991, and recorded on August 22, 1991 in the Official Records of San Francisco County, California, identified and more particularly described as "Schedule 1", "Schedule 2" and "Schedule 3" in the attached **Exhibit A** ("Railroad Easement").

EXHIBIT 4

EXCEPTING FROM THIS QUITCLAIM AND RESERVING UNTO GRANTOR, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by Grantee, its successors or assigns.

Except as may be otherwise provided in a written assignment or other written agreement between Grantor and Grantee, Grantor reserves all income (including, without limitation, rentals, license fees and royalties) from any existing license and other existing rights to use the Property and renewals thereof granted by Grantor or Grantor's predecessors in interest. Grantee agrees that if Grantee receives any such income, Grantee will promptly forward the income to Grantor.

Covenants.

The Property is quitclaimed by Grantor subject to the following covenants, conditions and restrictions which Grantee by the acceptance of this Deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

Fence Covenant. Grantee, at its sole cost and expense, shall install, within ninety (90) days after the recording of this Deed, and thereafter maintain fencing or other barriers to prevent access to or encroachment on the railroad right-of-way of Grantor adjacent to the easterly boundary of the Property. The fencing or barrier must be of a design and type satisfactory to Grantor, and in compliance with applicable building codes. Grantee shall submit the plans for the fencing or barrier construction to:

Union Pacific Railroad Company
Assistant Vice President-Real Estate (Folder No. 1567-58)
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179

for review and approval. Grantor shall complete such review and make appropriate response to Grantee within twenty (20) days after receipt of such plans by Grantor. Grantor shall not unreasonably withhold its approval of such plans. Such approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the fence as constructed will be structurally sound.

Railroad Proximity Covenant.

(a) Grantee acknowledges that the property abutting the easterly boundary line of the Property is dedicated and used for railroad purposes, that railroad operations may create noise, vibrations, emissions, fumes and odors twenty-four (24) hours a day, and that the amount, nature and intensity of railroad operations may increase or change (collectively, the

"Permitted Effects"). Grantee accepts the Property subject to the existence of the Permitted Effects. By acceptance of the Property, Grantee agrees that, at Grantee's sole cost and expense, as part of the development of the Property, Grantee shall design and install and/or construct and thereafter maintain improvements to reduce or limit the Permitted Effects and to comply with all governmental requirements, if any, which may be imposed as a condition to the development and use of the Property because of the Permitted Effects.

(b) Grantee shall not, and hereby waives all rights to, (i) institute legal proceedings against Grantor to reduce or lessen the Permitted Effects, and (ii) directly or indirectly participate in petition drives, lobbying efforts or other activities seeking the enactment of federal, state or local laws or ordinances to reduce or lessen the Permitted Effects. Any party breaching such covenant shall reimburse Grantor for all costs incurred by Grantor to comply with any such orders, laws or ordinances, including, without limitation, attorney fees and court costs.

(c) If Grantee sells or leases all or any portion of the Property, Grantee shall require all purchasers and tenants to acknowledge the location of the railroad operations abutting the Property and the existence of the Permitted Effects, and to agree in writing, for the benefit of Grantor, to comply with the above covenants.

Covenants To Run With Land. The foregoing covenants, conditions and restrictions shall run with the Property, the burdens of which will be binding on the successors and assigns of Grantee, and the benefits of which will inure to the successors and assigns of Grantor. A breach of the foregoing covenants, conditions and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

Environmental.

"As Is" Sale. Grantee acknowledges and agrees that the Property and the Railroad Easement have been sold and quitclaimed to and accepted by Grantee in an "as is" condition with all faults, and that the Property and the property over which the Railroad Easement is located ("Railroad Easement Area") have been used for, among other things, railroad operating right-of-way and for other commercial or industrial purposes. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property, Railroad Easement Area or Railroad Easement or any of such related matters; in particular, but without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, Railroad Easement Area or Railroad Easement, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters (including but not limited to the existence of Hazardous Materials, in, on, under or emanating to or from the Property), compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements (collectively, "Condition of the Property"). Grantee acknowledges and agrees that the Property and Railroad Easement have been sold and quitclaimed on the basis of Grantee's own

investigation of the physical and environmental conditions of the Property and Railroad Easement Area, including the subsurface conditions and Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. For purposes of this Deed, "Hazardous Materials" means any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, asbestos, hazardous waste or substances or toxic waste or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", "toxic materials" or "toxic substances" under any applicable federal, state or local law or regulation now or hereafter in effect.

Release. GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES GRANTOR, GRANTOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON ACTING ON BEHALF OF GRANTOR, OF AND FROM ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH GRANTEE NOW HAS OR WHICH GRANTEE MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE CONDITION OF THE PROPERTY OR RAILROAD EASEMENT AREA, INCLUDING, WITHOUT LIMITATION, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY AND RAILROAD EASEMENT AREA (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY AND RAILROAD EASEMENT AREA BY ANY HAZARDOUS MATERIALS), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING APPLIES REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS. WITH RESPECT TO THE FOREGOING RELEASE, GRANTEE EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

> **1542. Certain Claims Not Affected by General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Indemnity. FROM AND AFTER CLOSING, GRANTEE SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND

EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER, ADJACENT OR EMANATING FROM OR TO THE PROPERTY BY ANY HAZARDOUS MATERIALS), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING APPLIES REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

General Allocation of Environmental Responsibility. With respect to any existing or future presence of Hazardous Materials in, under or emanating to or from the Property or Railroad Easement Area, Grantee, at no cost to Grantor, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or which may otherwise be necessary to make the Property or Railroad Easement Area suitable for Grantee's use of the Property or Railroad Easement Area.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the 21st day of January, 2015.

Attest:

Barbara Holder
Assistant Secretary

(Seal)

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: Tony Lee
Title: Assistant Vice President – Real Estate

Grantee hereby accepts this Quitclaim Deed and agrees for himself, his heirs and assigns, to be bound by the covenants set forth herein.

Dated this 2ND day of ~~January~~ FEBRUARY, 2015.

PATRICK McNERNEY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On January 21, 2015, before me, Gregg A Larsen, Notary Public in and for said County and State, personally appeared TONY K. LOVE and Barbara Holder who are the Assistant Vice President – Real Es tat e and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

GENERAL NOTARY - State of Nebraska
GREGG A. LARSEN
My Comm. Exp. Aug. 28, 2016

Notary Public

(Seal)

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this 2nd day of ~~January~~ February, 2015, before me, June Y Williams, Notary Public, personally appeared PATRICK McNERNEY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

June Y Williams
Notary Public

(Seal)

JUNE Y. WILLIAMS
COMM. #1997789
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Nov. 11, 2016

Union Pacific Railroad Company

San Francisco County, California

Exhibit "A"

FEE PARCEL

THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN FRANCISCO, CITY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL 4 AND 5 AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS, PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT NO. 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT NO. 4 SOUTH 74°37'31" EAST (SHOWN AS "SOUTH 75°48'30" EAST" ON SAID PARCEL MAP) 55.07 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO); THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 15°18'45" WEST, HAVING A RADIUS OF 5785.096 FEET, THROUGH A CENTRAL ANGLE OF 1°17'04" AN ARC DISTANCE OF 129.70 FEET TO THE WESTERLY LINE OF SAID LOT NO. 5; THENCE CONTINUING SOUTHERLY ALONG SAID CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 5°21'01" AN ARC DISTANCE OF 540.10 FEET TO THE SOUTHERLY LINE OF SAID LOT NO. 5; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT NO. 5 NORTH 72°09'01" WEST (SHOWN AS "NORTH 73°20' WEST" ON SAID PARCEL MAP) 117.46 FEET TO SOUTHEASTERLY LINE OF SAID LOT NO. 4; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 32°17'13" WEST 29.95 FEET; THENCE NORTH 17°58'59" EAST (SHOWN AS "SOUTH 16°48'00" WEST" ON SAID PARCEL MAP) 309.26 FEET; THENCE SOUTH 71°57'37" EAST 19.979 FEET; THENCE NORTH 17°58'59" EAST 304.33 FEET; THENCE NORTH 74°37'31" WEST 20.00 FEET; THENCE NORTH 17°58'59" EAST 80.00 FEET TO THE POINT OF BEGINNING.

PORTION OF ASSESSOR'S LOTS 004 AND 005, BLOCK 5087

SCHEDULE 1
(MAIN LINE EASTMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (SIGNAL CABINET AREA)

COMMENCING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE HAVING A DISTANCE OF 109.964 FEET AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, AND 5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY; THENCE SOUTH 17°58'59" WEST ALONG SAID COURSE, 3.2 FEET TO A CHAIN LINK FENCE; THENCE SOUTH 32°17'13" WEST ALONG SAID FENCE, 21.6 FEET TO A FENCE POST; THENCE SOUTH 17°42'55" WEST, CONTINUING ALONG SAID FENCE, 100.2 FEET TO ANOTHER FENCE POST; THENCE SOUTH 69°17'37" EAST, CONTINUING ALONG SAID FENCE, 117.3 FEET TO ANOTHER FENCE POST; THENCE NORTH 9°22'01" EAST, CONTINUING ALONG SAID FENCE, 2.0 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN TO BE DESCRIBED; THENCE CONTINUING NORTH 9°22'01" EAST ALONG SAID FENCE, 22.0 FEET; THENCE SOUTH 80°37'59" EAST, LEAVING SAID FENCE, 22.8 FEET; THENCE SOUTH 9°22'01" WEST 22.0 FEET; THENCE NORTH 80°37'59" WEST 22.8 FEET TO THE TRUE POINT OF BEGINNING.

SCHEDULE 2
(DRILL & SPUR TRACK EASEMENT)

THOSE CERTAIN PARCELS OR STRIPS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE LYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REEL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT TA POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTH 15°19'08" WEST ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, 88.81 FEET TO A POINT IN THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, LAST SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 68.75 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8, LAST SAID POINT BEING TRUE POINT OF BEGINNING OF

THE LINE HEREIN TO BE DESCRIBED; THENCE SOUTHERLY AND SOUTHWESTERLY AND SOUTHERLY CONTINUING ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 3.62 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10", AN ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18' WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; SOUTH 32°19'44" WEST, TANGENT TO THE LAST SAID CURVE AT LAST SAID POINT, 161.72 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 286.483 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 177.35 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 544.20 FEET'.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

ALSO, EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAID COUNTY OF SAN MATEO.

PARCEL NO. 3: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE, LAYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REAL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 92.43 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10' AND ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; AND SOUTH 32°19'44" WEST, TANGENT TO LAST SAID CURVE AT

LAST SAID POINT, 53.00 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY (WHICH TRACK DIVERGES NORTHERLY FROM SAID CENTER LING OF SAID COMPANY'S DRILL TRACK) AND THE TRUE POINT OF BEGINNING OF THE LINE HEREIN TO BE DESCRIBED; THENCE NORTHERLY ALONG SAID CENTER OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 81.00 FEET TO A POINT; NORTHERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 110.76 FEET TO A POINT; AND NORTH 9°22'01' EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 109.53 FEET.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED 30 FOOT WIDE STRIP OF LAND, HEREIN ABOVE DESCRIBED IN "PARCEL NO. 3, LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

SCHEDULE 3
(ACCESS ROADWAY EASEMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (ROADWAY AREA)

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, &5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO), SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 115.29 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8; THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE, ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 8°40'41" WEST, HAVING A RADIUS OF 5785.096 FEET, A CENTRAL ANGLE OF 0°51'24", AN ARC DISTANCE OF 86.50 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK (WHICH LIES WESTERLY OF AND WIIICH DIVERGES NORTHERLY FROM THE CFNTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK AND WHICH DRILL TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE), AND WHICH SAID DRILL TRACK CROSSES THE COMMON COUNTY LINE BETWEEN COUNTY OF SAN FRANCISCO AND COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID PARALLEL AND

CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 9°22'01" WEST 67.82 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 367.245 FEET, A CENTRAL ANGLE OF 16°36'08", AN ARC DISTANCE OF 106.41 FEET TO A POINT; AND SOUTH 25°58'09" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 80.17 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE SOUTHWESTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 32°19'44" WEST 107.88 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 271.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 168.08 FEET TO A POINT; AND SOUTH 67°45'14"WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 356.47 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SUNNYDALE AVENUE, 66 FEET WIDE; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTH 69°24'23" WEST ALONG SAID PROLONGATION, 65.40 FEET TO A POINT IN THE MOST WESTERLY LINE OF SAID LOT NO. 8, LAST SAID POINT BEING THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN ON SAID MAP HAVING A DISTANCE OF "66.00'"; THENCE NORTH 20°35'37" EAST ALONG LAST SAID WESTERLY LINE, 43.00 FEET TO A LINE PARALLEL WITH AND DISTANT 10.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY PROLONGATION OF THE CENTER LINE OF SAID SUNNYDALE AVENUE; THENCE SOUTH 69°24'23" EAST ALONG LAST SAID PROLONGATION, 13.70 FEET TO A POINT; THENCE EASTERLY AND NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 42°50'23", AN ARC DISTANCE OF 130.85 FEET TO A POINT IN A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE NORTHEASTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 67°45'14" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 246.15 FEET TO A POINT; NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 251.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 155.71 FEET TO A POINT; AND NORTH 32°19'44" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 106.77 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK; THENCE NORTHERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 79.06 FEET TO A POINT; NORTHEASTERLY AND NORTHERLY ON A CURVE TO THE LEFT TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 347.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 100.62 FEET TO A POINT; AND NORTH 9°22'01" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 67.27 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 95.00 FEET WESTERLY, MEASURED RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTHERLY ALONG LAST SAID CONCENTRIC LINE, ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT BEARS NORTH 7°49'17" EAST, HAVING A RADIUS OF 5805.096 FEET, A CENTRAL ANGLE OF 0°53'19", AN ARC DISTANCE OF 90.03 FEET TO SAID NORTHERLY LINE OF SAID LOT NO. 8; THENCE SOUTH 72°09'01" EAST ALONG LAST SAID NORTHERLY LINE, 20.26 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.519 OF AN ACRE, MORE OR LESS.

INGRESS/EGRESS AREA

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 4, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS AT PAGE 40, IN THE OFFICE OF THE COUNTY RECORDERS OF THE CITY AND COUNTY OF SAN FRANCISCO, LYING SOUTHERLY OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT NO. 7 OF SAID PARCEL MAP.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE

LD 0156758
January 16, 2015

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.:
APN: 5087; Portions of 005 and 004 ✓
Situs: APN 5087; portion of Lot 004 and 005 ✓
No Property address
When Recorded Mail Document and Tax Statements to:

424 Jessie Historic Properties, LLC
14 Mint Plaza, 5th Floor
San Francisco, CA 94103

20169K32823800008
San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC 2016-K328238-00
Acct 5002-Old Republic Title Company
Wednesday, SEP 14, 2016 08:44:57
Ttl Pd $39.00 Nbr-0005457639
oar/RE/1-8

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is $0.00 transfer from individual name to single member LLC
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of San Francisco

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Patrick McNerney, an individual, as his sole and separate property

hereby GRANT(S) to
424 Jessie Historic Properties, LLC, a California limited liability company

that property in City of San Francisco, San Francisco County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

Date: August 17, 2016

Patrick McNerney

EXHIBIT 5

cription: San Francisco,CA Document - Year.DocID 2016.328238 Page: 1 of 8

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 San Francisco

On 9.12.16 before me, June Y Williams a Notary Public, personally appeared Patrick McNerney, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: June Y Williams

Name: June Y Williams
(Typed or Printed)

(Seal)

JUNE Y. WILLIAMS
COMM. #1997789
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Nov. 11, 2016

Exhibit "A"

FEE PARCEL

THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN FRANCISCO, CITY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL 4 AND 5 AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS, PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT NO. 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT NO. 4 SOUTH 74°37'31" EAST (SHOWN AS "SOUTH 75°48'30" EAST" ON SAID PARCEL MAP) 55.07 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO); THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 15°18'45" WEST, HAVING A RADIUS OF 5785.096 FEET, THROUGH A CENTRAL ANGLE OF 1°17'04" AN ARC DISTANCE OF 129.70 FEET TO THE WESTERLY LINE OF SAID LOT NO. 5; THENCE CONTINUING SOUTHERLY ALONG SAID CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 5°21'01" AN ARC DISTANCE OF 540.10 FEET TO THE SOUTHERLY LINE OF SAID LOT NO. 5; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT NO. 5 NORTH 72°09'01" WEST (SHOWN AS "NORTH 73°20' WEST" ON SAID PARCEL MAP) 117.46 FEET TO SOUTHEASTERLY LINE OF SAID LOT NO. 4; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 32°17'13" WEST 29.95 FEET; THENCE NORTH 17°58'59" EAST (SHOWN AS "SOUTH 16°48'00" WEST" ON SAID PARCEL MAP) 309.26 FEET; THENCE SOUTH 71°57'37" EAST 19.979 FEET; THENCE NORTH 17°58'59" EAST 304.33 FEET; THENCE NORTH 74°37'31" WEST 20.00 FEET; THENCE NORTH 17°58'59" EAST 80.00 FEET TO THE POINT OF BEGINNING.

PORTION OF ASSESSOR'S LOTS 004 AND 005, BLOCK 5087

SCHEDULE 1
(MAIN LINE EASEMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (SIGNAL CABINET AREA)

COMMENCING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE HAVING A DISTANCE OF 109.964 FEET AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, AND 5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY; THENCE SOUTH 17°58'59" WEST ALONG SAID COURSE, 3.2 FEET TO A CHAIN LINK FENCE; THENCE SOUTH 32°17'13" WEST ALONG SAID FENCE, 21.6 FEET TO A FENCE POST; THENCE SOUTH 17°42'55" WEST, CONTINUING ALONG SAID FENCE, 100.2 FEET TO ANOTHER FENCE POST; THENCE SOUTH 69°17'37" EAST, CONTINUING ALONG SAID FENCE, 117.3 FEET TO ANOTHER FENCE POST; THENCE NORTH 9°22'01" EAST, CONTINUING ALONG SAID FENCE, 2.0 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN TO BE DESCRIBED; THENCE CONTINUING NORTH 9°22'01" EAST ALONG SAID FENCE, 22.0 FEET; THENCE SOUTH 80°37'59" EAST, LEAVING SAID FENCE, 22.8 FEET; THENCE SOUTH 9°22'01" WEST 22.0 FEET; THENCE NORTH 80°37'59" WEST 22.8 FEET TO THE TRUE POINT OF BEGINNING.

SCHEDULE 2
(DRILL & SPUR TRACK EASEMENT)

THOSE CERTAIN PARCELS OR STRIPS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE LYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REEL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT TA POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTH 15°19'08" WEST ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, 88.81 FEET TO A POINT IN THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, LAST SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 68.75 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8, LAST SAID POINT BEING TRUE POINT OF BEGINNING OF

THE LINE HEREIN TO BE DESCRIBED; THENCE SOUTHERLY AND SOUTHWESTERLY AND SOUTHERLY CONTINUING ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 3.62 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10", AN ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18' WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; SOUTH 32°19'44" WEST, TANGENT TO THE LAST SAID CURVE AT LAST SAID POINT, 161.72 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 286.483 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 177.35 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 544.20 FEET.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF AN D COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

ALSO, EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAID COUNTY OF SAN MATEO.

PARCEL NO. 3: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE, LAYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATEO JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT 0660213, REAL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 92.43 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10' AND ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; AND SOUTH 32°19'44" WEST, TANGENT TO LAST SAID CURVE AT

LAST SAID POINT, 53.00 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY (WHICH TRACK DIVERGES NORTHERLY FROM SAID CENTER LING OF SAID COMPANY'S DRILL TRACK) AND THE TRUE POINT OF BEGINNING OF THE LINE HEREIN TO BE DESCRIBED; THENCE NORTHERLY ALONG SAID CENTER OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 81.00 FEET TO A POINT; NORTHERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 110.76 FEET TO A POINT; AND NORTH 9°22'01' EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 109.53 FEET.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED 30 FOOT WIDE STRIP OF LAND, HEREIN ABOVE DESCRIBED IN "PARCEL NO. 3, LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

SCHEDULE 3
(ACCESS ROADWAY EASEMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (ROADWAY AREA)

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, &5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO), SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 115.29 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8; THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE, ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 8°40'41" WEST, HAVING A RADIUS OF 5785.096 FEET, A CENTRAL ANGLE OF 0°51'24", AN ARC DISTANCE OF 86.50 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK (WHICH LIES WESTERLY OF AND WHICH DIVERGES NORTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK AND WHICH DRILL TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE), AND WHICH SAID DRILL TRACK CROSSES THE COMMON COUNTY LINE BETWEEN COUNTY OF SAN FRANCISCO AND COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID PARALLEL AND

CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 9°22'01" WEST 67.82 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 367.245 FEET, A CENTRAL ANGLE OF 16°36'08", AN ARC DISTANCE OF 106.41 FEET TO A POINT; AND SOUTH 25°58'09" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 80.17 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE SOUTHWESTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 32°19'44" WEST 107.88 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 271.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 168.08 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 356.47 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SUNNYDALE AVENUE, 66 FEET WIDE; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTH 69°24'23" WEST ALONG SAID PROLONGATION, 65.40 FEET TO A POINT IN THE MOST WESTERLY LINE OF SAID LOT NO. 8, LAST SAID POINT BEING THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN ON SAID MAP HAVING A DISTANCE OF "66.00'"; THENCE NORTH 20°35'37" EAST ALONG LAST SAID WESTERLY LINE, 43.00 FEET TO A LINE PARALLEL WITH AND DISTANT 10.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY PROLONGATION OF THE CENTER LINE OF SAID SUNNYDALE AVENUE; THENCE SOUTH 69°24'23" EAST ALONG LAST SAID PROLONGATION, 13.70 FEET TO A POINT; THENCE EASTERLY AND NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 42°50'23", AN ARC DISTANCE OF 130.85 FEET TO A POINT IN A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE NORTHEASTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 67°45'14" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 246.15 FEET TO A POINT; NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 251.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 155.71 FEET TO A POINT; AND NORTH 32°19'44" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 106.77 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK; THENCE NORTHERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 79.06 FEET TO A POINT; NORTHEASTERLY AND NORTHERLY ON A CURVE TO THE LEFT TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 347.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 100.62 FEET TO A POINT; AND NORTH 9°22'01" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 67.27 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 95.00 FEET WESTERLY, MEASURED RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTHERLY ALONG LAST SAID CONCENTRIC LINE, ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT BEARS NORTH 7°49'17" EAST, HAVING A RADIUS OF 5805.096 FEET, A CENTRAL ANGLE OF 0°53'19", AN ARC DISTANCE OF 90.03 FEET TO SAID NORTHERLY LINE OF SAID LOT NO. 8; THENCE SOUTH 72°09'01" EAST ALONG LAST SAID NORTHERLY LINE, 20.26 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.519 OF AN ACRE, MORE OR LESS.

INGRESS/EGRESS AREA

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 4, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS AT PAGE 40, IN THE OFFICE OF THE COUNTY RECORDERS OF THE CITY AND COUNTY OF SAN FRANCISCO, LYING SOUTHERLY OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT NO. 7 OF SAID PARCEL MAP.

EXHIBIT 10

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

VISITACION INVESTMENT, LLC, a California limited liability company,

Plaintiff,

vs. Case No. CGC-19-579667

424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company, all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the Complaint adverse to Plaintiff's title, or any cloud on Plaintiff's title thereto, and DOES 1 through 50, inclusive,

Defendants.

AND RELATED CROSS-ACTION.

DEPOSITION OF PERSON MOST KNOWLEDGEABLE OF

VISITACION INVESTMENT, LLC

GREGORY M. VILKIN

APPEARING REMOTELY FROM SAN FRANCISCO, CALIFORNIA

February 2, 2021

10:07 a.m.

REPORTED BY:

Michelle D. Knowles, CSR No. 8979, RPR, CRR, CRC, CCRR

APPEARING REMOTELY FROM SANTA CLARA COUNTY, CALIFORNIA

REMOTELY REPORTED FROM SANTA CLARA COUNTY, CALIFORNIA

TUESDAY, FEBRUARY 2, 2021, 10:07 A.M.

(Exhibits 38 - 67 marked.)

GREGORY M. VILKIN,
having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MR. LOWENTHAL:

Q. Mr. Vilkin, my name is Jeff Lowenthal. I represent the defendant in this case, 424 Jessica -- Jessie, J-e-s-s-i-e, Historic Properties, LLC.

I'm going to be taking your deposition today. You've been designated as the person most knowledgeable at Visitacion Investments, LLC, the plaintiff, with respect to various topics.

Have you ever had your deposition taken before?

A. I have.

Q. Okay. Approximately how many occasions?

A. Dozens.

Q. Oh, okay. So you know the process.

Q. Do you know of any reason that Visitacion didn't buy the JHP property, other than price?
A. No.
Q. Do you know what the current -- do you have any understanding as to the potential uses of the JHP property?
A. I do.
Q. Okay. And what is it?
A. I believe it's industrial use.
Q. And from your experience, what are examples of industrial use?
A. Warehouse buildings.
Q. Would that include shipping and receiving?
A. Yes.
Q. Would that include loading onto railroad cars, goods shipped and received from that facility?
A. Yes.
Q. Do you know what -- what's the current zoning of the Visitacion site?
A. The Schlage site?
Q. Yeah. I'm sorry. The Schlage site.
A. Mixed use.
Q. Okay. And do you know anything about the efforts to change the zoning of the JHP property?
A. Yes.

Q. And what do you know about that?
A. I know that the -- it was a request for a 205-unit multifamily development that was proposed to the City and a zone change that was not granted.
Q. And do you know why the zone change was not granted?
A. No.
MR. PREONAS: Objection. Calls for speculation.
BY MR. LOWENTHAL:
Q. Do you have any information as to why the zone change was not granted?
A. No.
Q. Given your development experience, would you say that it was in the best interests of the owners of the JHP property to keep all of their development options open at this point in time?
A. Very vague question. What are you trying to get at?
Q. Whether or not they should consider industrial use, commercial use, residential use, any/all possible uses in the development of its property.
A. Yes. I would assume that they would try and find the highest and best use for any asset.

Q. Right. And that's the -- that's basically the goal of a developer, right, is to -- is to --

A. It is.

Q. And a developer never wants to commit to any particular use when it doesn't have its final approvals for its development.

Is that a fair statement?

MR. PREONAS: Objection. Calls for speculation.

MR. LOWENTHAL: Yeah, I think he's pretty expertise in this area; so I'm going to ask him to answer the question.

MR. PREONAS: I didn't instruct him not to.

THE WITNESS: What I would tell you is if -- I can only tell you what I would do.

BY MR. LOWENTHAL:

Q. Okay. What would you do?

A. Okay. And I would continue to pursue all my options for development.

Q. And why is that?

A. Because until you have an approval from a governing body, you -- you have no rights other than what your current zoning is.

Q. Were you aware that JHP was approached by the railroad as a potential site to electrify -- I

guess "electrification" is the phrase they used -- electrification of the rail lines?

A. Not specifically, but I assume that they would be because all adjacent property owners have been notified, including ourselves, and have entered into agreements with the JPB to allow electrification on part of the property.

Q. And would you characterize that as a railroad-related use?

A. Electrification?

Q. Yeah.

A. Yes.

MR. LOWENTHAL: Steve, I'd also ask you -- none of those documents have been produced, so I'd appreciate if you could produce also the electrification documents with Visitacion as well as the title insurance policy.

THE WITNESS: I don't know that Visitacion has electrification. We are also the owners of the Baylands, which is all of the land to the south of Visitacion, and we have entered into agreements with JPB.

BY MR. LOWENTHAL:

Q. What does "JPB" stand for? Is it a Joint --

REPORTER'S CERTIFICATION

I, Michelle D. Knowles, Certified Shorthand Reporter, in and for the State of California, do hereby certify:

That the foregoing witness was by me duly sworn; that the deposition was then taken before me at the time and place herein set forth; that the testimony and proceedings were reported stenographically by me and later transcribed into typewriting under my direction; that the foregoing is a true record of the testimony and proceedings taken at that time.

IN WITNESS WHEREON, I have subscribed my name, this 12th day of February, 2021.



Michelle D. Knowles, CSR No. 8979,
RPR, CRR, CRC, CCRR

EXHIBIT 11

SEC. 210.4. M DISTRICTS: INDUSTRIAL.

M-1 Districts: Light Industrial. In general, the M-1 Districts are more suitable for smaller industries dependent upon truck transportation, while the M-2 Districts are more suitable for larger industries served by rail and water transportation and by large utility lines. In M-1 Districts, most industries are permitted, but some with particularly noxious characteristics are excluded. The permitted industries have certain requirements as to enclosure, screening, and minimum distance from Residential Districts.

M-2 Districts: Heavy Industrial. These Districts are the least restricted as to use and are located at the eastern edge of the City, separated from residential and commercial areas. The heavier industries are permitted, with fewer requirements as to screening and enclosure than in M-1 Districts, but many of these uses are permitted only as conditional uses or at a considerable distance from Residential Districts. Most of the land zoned M-2 is controlled by the Port of San Francisco.

Table 210.4

ZONING CONTROL TABLE FOR M DISTRICTS

Zoning Category	*§ References*	*M-1*	*M-2*
BUILDING STANDARDS			
Massing and Setbacks			
Height and Bulk Limits (See Height and Bulk Map for specific property information)	§§ 102, 105, 106, 250-252, 260, 261, 270, 271	Varies. See Height and Bulk District Maps.	
Front, Rear, and Side Setbacks	§§ 130, 132, 133, 134	See Residential Standards.	
Street Frontage and Public Realm			
Streetscape and Pedestrian Improvements	§ 138.1	Required.	
Street Frontage Requirements	§ 145.1	Not Required.	
Street Frontage, Required Ground Floor Commercial	§ 145.4	As specified in § 145.4, certain streets and districts are required to have "active commercial uses."	
Ground Floor Standards	§ 145.5	Ground floor spaces with a minimum clear ceiling height of 15 feet required.	
Street Frontage, Parking and Loading Access Restrictions	§ 155(r)	As specified in § 155(r).	
Artworks and Recognition of Artists and Architects	§ 429	Not Required.	
Miscellaneous			
Large Project Review	§§ 121.5, 253	None.	
Planned Unit Development	§ 304	C	C
Awnings, Canopy or Marquee	§§ 136, 136.1	P	P
Signs	§ 607	As permitted by Section § 607.	
RESIDENTIAL STANDARDS AND USES			
Development Standards			

Usable Open Space [Per Dwelling Unit]	§§ 135, 136	At least 36 square feet if private, and 48 square feet per Dwelling Unit if public.	
Residential Parking Requirements	§§ 151 , [1]	None required. P up to one space for every two units. C up to three spaces for every four units. NP above.	
Rear Yard Setback	§§ 130, 134	25 percent of the total depth lot depth, but in no case less than 15 feet.	
Residential Conversion, Demolition, or Merger	§ 317	C for Removal of one or more Residential Units or Unauthorized Units.	
Use Characteristics			
Intermediate Length Occupancy	§§102, 202.10	P(4)	P(4)
Single Room Occupancy	§ 102	P	P
Student Housing	§ 102	P	P
Residential Uses			
Residential Density, Dwelling Units (3)	§ 207	C at a density ratio not exceeding the number of dwelling units permitted in the nearest R District, with the distance to such R District measured from the midpoint of the front lot line or from a point directly across the street therefrom, whichever permits the greater density; provided, that the maximum density ratio shall in no case be less than one unit for each 800 feet of lot area. Any remaining fraction of one-half or more of the minimum amount of lot area per dwelling unit shall be adjusted upward to the next higher whole number of dwelling units. NP above.	
Senior Housing	§ 102	NP	NP
Residential Density, Group Housing	§ 208	C at a density ratio not exceeding the maximum density permitted for group housing in the nearest R District, with the distance to such R District measured from the midpoint of the front lot line or from a point directly across the street therefrom, whichever permits the greater density; provided that the maximum density shall in no case be less than one bedroom per 275 square feet of lot area. Any remaining fraction of one-half or more of the minimum amount of lot area per dwelling unit shall be adjusted upward to the next higher whole number of dwelling units. NP above.	
Homeless Shelter	§§ 102, 208	P	P
NON-RESIDENTIAL STANDARDS AND USES			
Development Standards			
Floor Area Ratio	§§ 102, 123, 124	5 to 1	5 to 1
Off-Street Parking, Non-Residential	§§ 150, 151.1[1] 167	None Required. Maximums set in Planning Code § 151.1.	
Commercial Use Characteristics			
Drive-up Facility	§ 102	C	C
Formula Retail	§§ 102, 303.1, 786	P (2)	P (2)
Maritime Use	§ 102	P	P
Open Air Sales	§ 102	P	P
Outdoor Activity Area	§ 102	P	P
Walk-up Facility	§ 102	P	P
Agricultural Use Category			
Agricultural Uses*	§§ 102,	P	P

	202.2(c)		
Automotive Use Category			
Automotive Uses*	§§ 102, 202.2(b)	P	P
Parking Garage, Private	§ 102	C	C
Parking Garage, Public	§ 102	C	C
Parking Lot, Public	§§ 102, 142, 156	C	C
Entertainment and Recreation Use Category			
Entertainment and Recreation Uses*	§ 102	P	P
Industrial Use Category			
Auto Wrecking	§§ 102, 202.2(d)	C	C
Automobile Assembly	§§ 102, 202.2(d)	P	P
Food Fiber and Beverage Processing 1	§§ 102, 202.2(d)	P	P
Food Fiber and Beverage Processing 2	§§ 102, 202.2(d)	NP	P
Grain Elevator	§§ 102, 202.2(d)	NP	P
Hazardous Waste Facility	§§ 102, 202.2(d)	NP	C
Junkyard	§§ 102, 202.2(d)	NP	P
Livestock Processing 1	§§ 102, 202.2(d)	P	P
Livestock Processing 2	§§ 102, 202.2(d)	NP	C
Manufacturing 1, Heavy	§§ 102, 202.2(d)	P	P
Manufacturing 2, Heavy	§§ 102, 202.2(d)	C	P
Manufacturing 3, Heavy	§§ 102, 202.2(d)	NP	P
Manufacturing, Light	§§ 102, 202.2(d)	P	P
Metal Workshop	§§ 102, 202.2(d)	P	P
Ship Yard	§§ 102, 202.2(d)	NP	P
Storage Yard	§§ 102, 202.2(d)	P	P
Storage, Volatile Materials	§§ 102, 202.2(d)	NP	C
Truck Terminal	§§ 102, 202.2(d)	C	C
Institutional Use Category			

Institutional Uses*		P	P
Child Care Facility	§ 102	C	NP
Hospital	§ 102	C	NP
Medical Cannabis Dispensary	§§ 102, 202.2(g)	NP	NP
Post-Secondary Ed. Institution	§ 102	P	NP
Residential Care Facility	§ 102	P	NP
School	§ 102	P	NP
Sales and Service Category			
Retail Sales and Service Uses*	§§ 102, 202.2(a)	P	P
Hotel	§ 102	C	C
Massage Establishment	§ 102	C	C
Motel	§§ 102, 202.2(a)	C	C
Non-Retail Sales and Service*	§ 102	P	P
Utility and Infrastructure Use Category			
Utility and Infrastructure*	§ 102	P	P
Internet Service Exchange	§ 102	C	C
Public Transportation Facility	§ 102	C	C
Wireless Telecommunications Services Facility	§ 102	P (1)	P (1)

* Not listed below.

(1) C required if taller than 25 feet above roof, grade or height limit depending on site or if within 1,000 feet of an R District and includes a parabolic antenna with a diameter in excess of three meters or a composite diameter of antennae in excess of six meters. See definition in § 102 for more information.

(2) C required for properties within the Third Street Formula Retail Restricted Use District (§ 786), which includes properties fronting Third Street between Williams Avenue and Paul Street.

(3) Construction of Accessory Dwelling Units may be permitted pursuant to Sections 207(c)(4) and 207(c)(6).

(4) C for buildings with 10 or more Dwelling Units.

(Added by Ord. 22-15, File No. 141253, App. 2/20/2015, Eff. 3/22/2015; amended by Ord. 33-16 , File No. 160115, App. 3/11/2016, Eff. 4/10/2016; Ord. 162-16 , File No. 160657, App. 8/4/2016, Eff. 9/3/2016; Ord. 166-16 , File No. 160477, App. 8/11/2016, Eff. 9/10/2016; Ord. 129-17, File No. 170203, App. 6/30/2017, Eff. 7/30/2017; Ord. 189-17, File No. 170693, App. 9/15/2017, Eff. 10/15/2017; Ord. 311-18, File No. 181028, App. 12/21/2018, Eff. 1/21/2019; Ord. 116-19, File No. 181156, App. 6/28/2019, Eff. 7/29/2019; Ord. 78-20, File No. 191075, App. 5/22/2020, Eff. 6/22/2020)

(Former Sec. 210.4 added by Ord. 136-68, App. 5/29/68; repealed by Ord. 22-15, File No. 141253, App. 2/20/2015, Eff. 3/22/2015)

AMENDMENT HISTORY

Former Secs. 210.5 and 210.6 consolidated and redesignated as Sec. 210.4 [see those sections for prior legislative history]; Table 210.4 added; Ord. 22-15, Eff. 3/22/2015. Table 210.4 amended; Ord. 33-16 , Eff. 4/10/2016. Note (3) added; Ord. 162-16 , Eff. 9/3/2016. Table 210.4 amended; Ord. 166-16 , Eff. 9/10/2016. Table 210.4 amended; Ord. 129-17, Eff. 7/30/2017. Table 210.4 amended; Ord. 189-17, Eff. 10/15/2017. Table 210.4 amended; Ord. 311-18, Eff. 1/21/2019. Note (3) amended; Ord. 116-19, Eff. 7/29/2019. Table 210.4 amended; Note (4) added; Ord. 78-20, Eff. 6/22/2020.

CODIFICATION NOTE

1. So in Ord. 311-18.

KENNETH S. KATZOFF (SBN 103490)
ROBERT R. RIGGS (SBN 107684)
STEPHEN G. PREONAS (SBN 245334)
Katzoff & Riggs LLP
1500 Park Avenue, Suite 300
Emeryville, CA 94608
Telephone 510-597-1990
e-mail: spreonas@katzoffriggs.com

Attorneys for Plaintiff and Cross-Defendant
VISITACION INVESTMENT, LLC

SUPERIOR COURT OF STATE CALIFORNIA

COUNTY OF SAN FRANCISCO – UNLIMITED CIVIL JURISDICTION

VISITACION INVESTMENT, LLC Plaintiff, vs. 424 JESSIE HISTORIC PROPERTIES, LLC, et al. Defendants. _____ AND RELATED CROSS-ACTION _____	Case No. CGC-19-579667 **NOTICE OF MOTION AND MOTION OF PLAINTIFF VISITACION INVESTMENT, LLC FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, FOR SUMMARY ADJUDICATION** Date: June 10, 2021 Time: 9:30AM Dept: 501 Complaint Filed: October 1, 2019 Trial Date: July 12, 2021

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on June 10, 2021 at 9:30AM in Department 501 of this Court located at 400 McAllister Street, San Francisco, CA, or as soon thereafter as this matter may be heard, plaintiff VISITACION INVESTMENT, LLC ("Plaintiff" and

KATZOFF & RIGGS LLP
1500 PARK AVENUE, SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

"Cross-Defendant") will move, and does hereby move, for summary judgment and/or summary adjudication against defendant 424 JESSIE HISTORIC PROERTIES, LLC ("Defendant" and "Cross-Complainant") on the grounds that, the undisputed facts demonstrate that, as a matter of law, Plaintiff will meet its burden to prevail on all causes of action alleged in its Verified Complaint to Quiet Title for Declaratory Relief and for Preliminary and Permanent Injunction filed October 1, 2019 ("Complaint") and on the same first two causes of action alleged by Defendant in it Cross-Complaint for Quiet Title and Declaratory Relief filed February 2, 2020 ("Cross-Complaint").

In particular, Plaintiff seeks summary judgment and/or summary adjudication of the following causes of action in the Complaint:

Issue One – Plaintiff's First Cause of Acton in the Complaint to Quiet Title –

As a Matter of Law, Plaintiff Has Met its Burden to Prevail Against Defendant on its First Cause of Action to Quiet Title Because the Undisputed Facts Demonstrate That Defendant Has Relinquished Any Property Rights in the Subject Easements and the Easements Have Been Abandoned and/or Terminated.

Issue Two – Plaintiff's Second Cause of Acton in the Complaint for Declaratory Relief –

As a Matter of Law Plaintiff Has Met its Burden to Prevail Against Defendant on its Second Cause of Action for Declaratory Relief Because the Undisputed Facts Demonstrate That Defendant Has Relinquished Any Property Rights in the Subject Easements and the Easements Have Been Abandoned and/or Terminated.

Issue Three – Plaintiff's Third Cause of Acton in the Complaint for Preliminary and Permanent Injunction –

KATZOFF & RIGGS LLP
1500 PARK AVENUE, SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

As a Matter of Law Plaintiff Has Met its Burden to Prevail Against Defendant on its Third Cause of Action for Injunctive Relief Relating to the Easements Because the Undisputed Facts Demonstrate That Defendant Has Relinquished Any Property Rights in the Subject Easements and the Easements Have Been Abandoned and/or Terminated.

As Cross-Defendant, Plaintiff also seeks summary judgment and/or summary adjudication of the same causes of action alleged in the Cross-Complaint, as follows:

Issue Four – Defendant/Cross-Complainant's First Cause of Acton in the Cross-Complaint to Quiet Title –

As a Matter of Law, Plaintiff/Cross-Defendant Has Met its Burden to Prevail Against Defendant/Cross-Complainant on the First Cause of Action to Quiet Title in the Cross-Complaint Because the Undisputed Facts Demonstrate That Defendant Has Relinquished Any Property Rights in the Subject Easements and the Easements Have Been Abandoned and/or Terminated.

Issue Five– Defendant/Cross-Complainant's Second Cause of Acton in the Cross-Complaint for Declaratory Relief –

As a Matter of Law Plaintiff/Cross-Defendant Has Met its Burden to Prevail Against Defendant on its Second Cause of Action in the Cross-Complaint for Declaratory Relief Because the Undisputed Facts Demonstrate That Defendant Has Relinquished Any Property Rights in the Subject Easements and the Easements Have Been Abandoned and/or Terminated.

Because this motion, if granted in its entirety, would fully dispose of all of claims in the Complaint and Cross-Complaint, it is therefore denominated as a motion for

KATZOFF & RIGGS LLP
1500 PARK AVENUE, SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

summary judgment and/or summary adjudication.

Said motion will be based upon this Notice of Motion and Motion, the Memorandum of in Support thereof, the Separate Statement of Undisputed Facts in Support thereof, Plaintiff's Volume One and Two of Evidence in Support thereof, including the Declaration of Stephen G. Preonas in Support Thereof, Declaration of Greg Vilkin in Support thereof, the Declaration of Howard Pearce in Support Thereof, the Declaration of John Rahaim, the Declaration of Emily Lesk, the Request for Judicial Notice in Support thereof and the exhibits attached thereto, the complete files and records of this action.

Dated: March 24, 2021

KATZOFF & RIGGS LLP



STEPHEN G. PREONAS

Attorneys for Plaintiff and Cross-Defendant
VISITACION INVESTMENT LLC

KATZOFF & RIGGS LLP
1500 PARK AVENUE, SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST DISTRICT – DIVISION 2

Case No. A163550

VISITACION INVESTMENT, LLC, Plaintiff/Cross-Defendant & Appellant

v.

424 JESSIE HISTORIC PROPERTIES, LLC, Defendant/Cross-Complainant & Respondent

San Francisco Superior Court Case No. CGC-19-579667

JOINT APPENDIX

Volume 3 of 9, Pages 595-872 of 2428

Kenneth S. Katzoff (SBN 103490)
Robert R. Riggs (SBN 107684)
Stephen G. Preonas (SBN 245334)
KATZOFF & RIGGS LLP
1500 Park Ave., Suite 300
Emeryville, CA 94608
Tel. (510) 597-1990
kkatzoff@katzoffriggs.com
rriggs@katzoffriggs.com
spreonas@katzoffriggs.com

Attorneys for Plaintiff/Cross-Defendant/Appellant

Jeffrey H. Lowenthal (SBN 111763)
Dana Andreoli (SBN 262068)
Steyer Lowenthal LLP
235 Pine Street, 15th Floor
San Francisco, CA 94104
Tel. (415) 421-3400
jlowenthal@steyerlaw.com
dandreoli@steyerlaw.com

Attorneys for Defendant/Cross-Complainant/Respondent

KENNETH S. KATZOFF (SBN 103490)
ROBERT R. RIGGS (SBN 107684)
STEPHEN G. PREONAS (SBN 245334)
Katzoff & Riggs LLP
1500 Park Ave., Suite 300
Emeryville, CA 94608
Tel. No. (510) 597-1990
e-mail: spreonas@katzoffriggs.com

Attorneys for Plaintiff and Cross-Defendant
VISITACION INVESTMENT, LLC

SUPERIOR COURT OF CALIFORNIA - UNLIMITED CIVIL JURISDICTION

CITY AND COUNTY OF SAN FRANCISCO

VISITACION INVESTMENT, LLC Plaintiff, vs. 424 JESSIE HISTORIC PROPERTIES, LLC, et al., Defendants. AND RELATED CROSS-ACTION	Case No. CGC-19-579667 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION OF PLAINTIFF FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, FOR SUMMARY ADJUDICATION OF ISSUES** Date: June 10, 2021 Time: 9:30 a.m. Dept: 501 Complaint Filed: Oct. 1, 2019 Trial Date: July 12, 2021

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

TABLE OF CONTENTS

INTRODUCTION 5

STATEMENT OF FACTS 7

ARGUMENT 12

A. Summary Judgment Must be Granted in Favor of Visitacion Because the Undisputed Material Facts Establish that the Railroad Easement Was Abandoned by UP Prior to Its Sale of the JHP Property to a Real Estate Developer 12

1. Summary Judgment Must Be Granted if There Is No Triable Issue as to Any Fact and the Moving Party Is Entitled to Judgment as a Matter of Law 12

2. In Dealing Specifically With Railroad Easements, Courts Have Consistently Held Such Easements to be Abandoned Where There Is Nonuse of the Easement Coupled With Indicia of an Intent to Abandon, Including Circumstances Which Demonstrate Economic Infeasibility of Continued Railroad Use 13

3. The Pre-2015 Abandonment of the Principal Railroad Easement by UP Also Extinguished All Other Rights Ancillary to the Railroad Easement 16

4. There Is No Merit to the Argument That a Clause in the Railroad Easement Regarding "Communications Lines and Facilities" Is a Separate Stand-Alone Easement That Has Nothing to Do With the Rest of the Railroad Easement 18

CONCLUSION 20

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

TABLE OF AUTHORITIES

Cases

Aguilar v. *Atlantic Richfield Co.* (2001) 25 Cal.4th 826 12

Brandt Trust v. United States (2014) 572 U.S. 93 17

California & N. R. Co. v. Mecartney (1894) 104 Cal. 616 14

City of Manhattan Beach v. Superior Court (1996) 13 Cal.4th 232 18

Flanagan v. San Marcos Silk Co. (1951) 106 Cal.App.2d 458 14

Highland Realty Co. v. San Rafael (1956) 46 Cal.2d 669 ..... 13, 16

Home Real Estate Co. v. Los Angeles Pacific Co. (1912) 163 Cal. 710 14

Hunter v. Pacific Mechanical Corp. (1995) 37 Cal.App.4th 1282 12

Mammoth Cove National P. Assn. v. State Highway Com., 261 Ky. 769, 88 S.W.2d 931 14

Marlin v. Robinson (1932) 123 Cal.App. 373 18

McCann v. City of Los Angeles (1978) 79 Cal.App.3d 112 18

Nevada Irrigation Dist. v. Keystone Copper Corp. (1964) 224 Cal.App.2d 523 16

Ocean Shore Railroad Co. v. *Doelger ("Doelger I")* (1954) 127 Cal. App. 2d 392 ..... 13, 14, 16

Ocean Shore Railroad Co. v. Doelger ("Doelger II") (1960) 179 Cal.App.2d 222 ..... 14, 15, 16, 17

People v. Ocean Shore Railroad, Inc. (1948) 32 Cal.2d 406 16

San Gabriel v. Pacific Elec. Ry. Co. (1933) 129 Cal.App. 460 16

Southern California Edison Co. v. Severns (2019) 39 Cal.App.5th 815 18

Union Pacific Railroad Co. v. Santa Fe Pacific Pipelines, Inc. (2014) 231 Cal.App.4th 134 ..... 13, 17

Van Klompenburg v. Berghold (2005) 126 Cal.App.4th 345 18

Warren v. *Atchison, T. & S.F. Ry. Co*. (1971) 19 Cal. App. 3d 24 13

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Zavala v. *Arce* (1997) 58 Cal.App.4th 915 12

Statutes

CCP § 437c 12

CCP § 437c(o)(1) 12

Civ. Code, § 1636 18

Other Authorities

Restatement (Third) of Property, Servitudes § 1.2 (1998) 17

Restatement of Property § 504 13

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

INTRODUCTION

This case involves a recurring issue of great historical importance: the aftermath of abandonment of a railroad easement. Southern Pacific Transportation Company ("SPRR") which later merged with Union Pacific Railroad (the two railroad companies are collectively abbreviated in this memorandum as "UP"), reserved a railroad easement in 1990 when it sold plaintiff's predecessor its property (APN 5102-009) located at 222 Tunnel Avenue, San Francisco (the "Former RR Property"). Plaintiff's predecessor acquired extensive other property in the area, most of which was formerly the home of the Schlage Lock Factory. With the approval of the City, Plaintiff Visitacion Investment, LLC ("plaintiff") is developing its Visitacion Valley property, including the Former RR Property, with one of the largest residential developments in San Francisco consisting of approximately 1,679 housing units ("the Visitacion Project"). Defendant 424 Jessie Historic Properties, LLC ("defendant") has seized on the Railroad Easement not for anything dealing with a *bona fide* railroad, but as a tool to interfere with plaintiff's Visitacion Project.

The Railroad Easement was intended to provide a right of way for a spur line. However, this spur line has long since been abandoned. The tracks formerly located in the easement have been removed. The entire Visitacion Project is now planned for residential development that has nothing to do with the railroad. No spur lines are needed. Indeed, in today's City the adjacent UP rail line is a sort of dangerous nuisance that is legally required to be physically separated from the adjacent area – the area involved in this case -- with a permanent barrier.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

The predecessor of defendant 424 Jessie Historic Properties, LLC ("defendant") purchased a narrow tract adjacent to the rail line from UP in 2015. This property, known as 2201 Bay Shore Boulevard (APN 5087-004) and 220 Tunnel Avenue (APN 5087-005), is referred to in this memorandum as "the JHP Property." When UP sold defendant's predecessor the JHP Property, it pointedly included a covenant requiring defendant's predecessor to install a fence or other barrier to keep people on the JHP Property from having any access or encroachment of any kind on the railroad right of way retained by UP. No rail line is currently situated on the JHP Property. The JHP Property does not connect to the adjacent UP railroad. In view of the fence covenant, any connection to the UP rail line is legally prohibited.

As a matter of law, the undisputed facts in this case not only establish non-use, for many years, of the Railroad Easement for purposes of a spur track, they affirmatively establish that UP abandoned the right of way, with respect to the spur track on the Visitacion Property, before it sold the JHP Property to defendant's predecessor. The track was removed. The fence covenant included in the UP conveyance evidences an intent to keep defendant ***out*** of the railroad right-of-way. The JHP Property, likewise, has no railroad improvements of any kind. A railroad is not an economically feasible use of the JHP Property. Although defendant has allowed the JHP Property to be used on a short-term basis for simple storage of material, its ownership is controlled by a real estate developer. Its ultimate plan is to develop the JHP Property, like the adjacent Visitacion Property, for residential, retail and/or commercial use. (See footnote 4, *infra*.)

The undisputed facts establish that the obsolete Railroad Easement has been

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

abandoned. Under precedent going back well over one hundred years, the Court should resolve the cross-motions in this matter by entering a decree that the Railroad Easement no longer encumbers the Visitacion Property.

STATEMENT OF FACTS

Plaintiff Visitacion is an affiliate of Universal Paragon Corporation ("UPC"), formerly known as Tuntex (U.S.A.) Inc. ("Tuntex") that first purchased the Former RR Property in 1990. The Visitacion Property has been greatly augmented by the purchase of the former Schlage Lock Factory and now consists of ten contiguous parcels of real property (the "Visitacion Property") located in the Visitacion Valley neighborhood of San Francisco. Visitacion is now developing the Visitacion Project on the entire Visitacion Property. (UMF No. 1; Verified Complaint ("Complaint"), ¶ 1, 11.)

On August 10, 1990, UP transferred the Former RR Property to Tuntex. At that time, UP retained what is now the JHP Property. UP, at that time, continued railroad operations on the JHP Property. (Complaint, ¶ 11 – 12 & Exh. 1; Defendant's Verified Answer to Complaint ("Answer"), ¶ 8 – 9; RJN No. 1.) In the August 10, 1990 deed ("the 1990 UP Deed") which transferred the Former RR Property to Tuntex, UP, as Grantor, reserved for itself the Railroad Easement over the Former RR Property. (Complaint, ¶ 11 & Exh. 1; RJN No. 1; Answer, ¶ 8.) The August 10, 1990 Deed titles the Railroad Easement as "Form of Railroad Easement" and specifies the following particular purpose for it:

> to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

The 1990 UP Deed also identifies the lands subject to the Railroad Easement by the following "Schedules":

- Schedule 1 – a 22 foot x 22.8 foot "Signal Cabinet Area" adjacent to the spur[1]
- Schedule 2 – a Drill & Spur Track Easement – over a 30 foot wide strip[2]
- Schedule 3 – an Access Roadway Easement – over 0.519 acre to service the spur track[3]

(UMF No. 8; Complaint, ¶ 14 & Exhs. 1, 2; RJN No. 1; Answer, ¶ 11.) The 30-foot strip, the access roadway, and the signal cabinet area described by the three "Schedules" are adjacent to one another and, for all practical purposes, constitute a single Railroad Easement.

The Visitacion Property formerly contained the home of the Schlage Lock Factory, and, at that time, was used for industrial purposes. (UMF No. 5; Decl. of Greg Vilkin in Support of Motion ("Vilkin Decl."), ¶ 4; Decl. of Howard Pearce in Support of Motion ("Pearce Decl.") Pearce Decl., ¶ 4;.) This made it logical and potentially economically feasible to maintain a spur track in the location of the Railroad Easement. However, after 1990, plaintiff's predecessor acquired the Schlage Lock Factory property and added it to the Visitacion Property.

In 1991, UP and Tuntex mutually executed a correction deed ("the 1991 Correction Deed") that slightly corrected the legal description of the areas subject to the Railroad Easement. (UMF No. 9; Complaint, Exh. 2; RJN No. 2.) The sole source of any claimed easement in favor of defendant over plaintiff's property is the 1990 RR Deed as corrected

[1] Schedule 1 was changed, in the 2015 Quitclaim Deed, to delete the original "Parcel 1."
[2] Schedule 2 was changed, in the 2015 Quitclaim Deed, to delete the original "Parcel 1."
[3] Schedule 3 was changed, in the 2015 Quitclaim Deed, to delete the original "Parcel 1."

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

by the 1991 Correction Deed. (UMF No. 10; Complaint, ¶ 15 & Exhs. 1 – 2; RJN Nos. 1 – 2; Answer, ¶ 12.)

The "Form of Railroad Easement" included in the 1990 RR Deed as corrected by the 1991 Correction Deed specifies the following purposes for the easement:

> to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail, railroad related equipment and facilities and communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment.

(UMF #11: Complaint, ¶ 14 & Exh. 1; RJN No. 1; Answer, ¶ 11.)

The remainder of the "Form of Railroad Easement" makes clear that the easement is fundamentally for railroad purposes. Thus, it provides for the right for the fee owner to maintain "Rail Crossings" and has numerous additional provisions relative to "Rail Crossings;" it allows overhead improvements "at a minimum height of thirty-five (35) feet above top of rail," and it permits "structural support improvements and other improvements reasonably related to a railroad depot." (UMF #'s 14, 15; Complaint, ¶ 14 & Exh. 1.)

A mid-1990's Sanborn Map of San Francisco depicts railroad tracks in what is now the Railroad Easement. (UMF #25; Preonas Decl., ¶ 14 & Exh. K; RJN, No. 9.) However, any former use by UP of the rail spur that was the subject of the Railroad Easement ceased. By 2008, all of the tracks were removed. Since then, the Railroad Easement has never been used for any railroad-related uses. (UMF #23; McNerney Depo., 38:1 – 39:16, 38:20 – 39:22, 69:22 – 69:24, 180:13 – 181:25 & Exh. 22; Pearce Decl., ¶ 13 – 15 & Exh. D; Preonas Decl., ¶ 14 & Exh. K; RJN No. 9.) There are currently no rail or railroad-related equipment or facilities in the Railroad Easement. Nor are any communications lines or

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

facilities located there. (UMF #24; McNerney Depo, 38:1 – 39:22; 69:22 – 69:24, 180:13 – 181:25 & Exh. 22; Pearce Decl., ¶ 13 – 15 & Exh. D.)

In 2015, UP sold the JHP Property to Patrick McNerney. (UMF #17; Complaint, Exh. 4; RJN No. 4.) When McNerney visited the area described in the Railroad Easement prior to his purchase of the JHP Property, there were no improvements in it except two old and deteriorating sheds. (McNerney Depo., 38:1 – 39:16; 18-:13 – 181:25 & Exh. 22.) The deed with which UP conveyed the JHP Property to McNerney did not include any grant of access to the railroad's right of way adjacent to the easterly boundary of the JHP Property. Instead, it affirmatively required McNerney to install a fence or other barrier to keep persons on the JHP Property out of UP's railroad right of way, and to avoid any encroachments from the JHP Property into that right of way. (UMF #'s 18, 19; Complaint, ¶ 18 & Exh. 3; Answer, ¶ 15; RJN No. 3.)

On September 20, 2016, McNerney transferred the JHP Property to JHP, its current owner. (UMF #17; Complaint, Exh. 4; RJN No. 4.) McNerney remains involved as a principal of JHP. McNerney and JHP are real estate developers who are contemplating residential and commercial improvements on the JHP Property. They have no experience, ownership, or development interest in trains or commercial rail. In fact, they have developed four other former railroad properties. None of them were devoted to any form of railroad use. (UMF #20.) In view of the absence of any adjacent industrial properties to which the spur could connect, there is now no economically feasible use of the Railroad Easement. There is also no economically feasible use of the Railroad Easement that involves installing communication lines in the absence of a railroad. (UMF #26.)

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Since McNerney's purchase of the JHP Property in 2015, the only use of the JHP Property (aside from studies related to future residential development) is a license agreement for entry that was granted to a soils contractor called Proven Management, Inc. ("Proven"). Proven was simply allowed to load and off-load some material for a two month period in exchange for a fee of $15,000. (UMF #s 27, 28, 29, 30.) This had nothing to do with any railroad or the Railroad Easement.

The Visitacion Property has been enthusiastically approved by the City of San Francisco for residential development to increase the City's housing supply. (Declaration of J. Rahaim ("Rahaim Decl."), attached as Exh. I to the Declaration of Stephen J. Preonas in Support of Motion for Summary Judgment, Etc., filed March 24, 2021 ("Preonas Decl.").) On July 24, 2014, the City of San Francisco approved a Development Agreement that made favorable findings about the Visitacion Project:

> The City has determined that as a result of the development of the Project Site in accordance with the Development Agreement, clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies.

However, the Railroad Easement is incompatible with the Visitacion Project. The City has required the Railroad Easement to be removed as a condition of approval of the development. (UMF #22.)

The 1990 RR Deed, as well as the 1991 Correction Deed, require any holder of the Railroad Easement to execute and deliver to plaintiff an instrument relinquishing the abandoned easement. (UMF #13.) In September of 2019 defendant, after plaintiff's request, refused to do so. (Complaint, ¶ 25; Answer, ¶ 22; McNerney Depo, 231:2 – 231:22 & Exh. 35; Preonas Decl., Exh. G.) This action followed. Plaintiff now moves for

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

summary judgment on its fundamental claim that the Railroad Easement has been abandoned, and thus no longer encumbers the Visitacion Property as a matter of law.

ARGUMENT

A. Summary Judgment Must be Granted in Favor of Visitacion Because the Undisputed Material Facts Establish that the Railroad Easement Was Abandoned by UP Prior to Its Sale of the JHP Property to a Real Estate Developer

1. Summary Judgment Must Be Granted if There Is No Triable Issue as to Any Fact and the Moving Party Is Entitled to Judgment as a Matter of Law

A motion for summary judgment must be granted if the submitted papers show there is no triable issue as to any material fact and that the moving party is entitled to judgment as a matter of law. (*Aguilar* v. *Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 844.) The moving party, whether plaintiff or defendant, initially bears the burden of making a "prima facie showing of the nonexistence of any genuine issue of material fact." (*Id.,* at p. 845.) "A prima facie showing is one that is sufficient to support the position of the party in question." (*Id.*, at p. 851.)

A plaintiff's burden on summary judgment is to "produce admissible evidence on each element of a cause of action entitling [plaintiff] to judgment." (CCP § 437c(o)(1); *Hunter v. Pacific Mechanical Corp.* (1995) 37 Cal.App.4th 1282, 1287.) Once the moving party has met its burden, the burden shifts to the opposing party to show the existence of a triable issue of material fact. (CCP § 437c, subds. (a), (p)(2).) To be "material" for purposes of a summary judgment proceeding, a fact must relate to some claim or defense in issue under the pleadings, and it must also be essential to the judgment in some way. (*Zavala* v. *Arce* (1997) 58 Cal.App.4th 915, 926.)

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

The common dispositive issue as to all of the causes of action in this matter is whether or not the Railroad Easement reserved in UP's 1990 sale of the Visitacion Property has been abandoned. The owner of a fee interest in real property subject to a servitude is entitled to have the extent and burdens of the servitude defined and determined in a quiet title action. (*Warren* v. *Atchison, T. & S.F. Ry. Co*. (1971) 19 Cal. App. 3d 24, 33.) The owner of a railroad easement terminates the easement by abandoning it. (*Ocean Shore Railroad Co*. v. *Doelger ("Doelger I")* (1954) 127 Cal. App. 2d 392, 401; Restatement of Property § 504.)

2. In Dealing Specifically With Railroad Easements, Courts Have Consistently Held Such Easements to be Abandoned Where There Is Nonuse of the Easement Coupled With Indicia of an Intent to Abandon, Including Circumstances Which Demonstrate Economic Infeasibility of Continued Railroad Use

Railroad easements, because of their tendency to interfere with subsequent use and development of the strips of lands once contemplated for railroad use, have been a frequent topic of litigation (including several important cases arising within the boundaries of the City of San Francisco). As a result, courts in California and elsewhere have given the doctrine of abandonment of railroad easements, as well as other property rights and easements ancillary to the abandoned railroad easements, a great deal of attention. Railroad easements have been held to have, in some respects, their own distinctive rules and principles of construction. (See, e.g., *Highland Realty Co. v. San Rafael* (1956) 46 Cal.2d 669, 678; see also *Union Pacific Railroad Co. v. Santa Fe Pacific Pipelines, Inc.* (2014) 231 Cal.App.4th 134, 161-62 (a railroad easement is fundamentally different from other traditional kinds of easements).)

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

As long ago as 1894, the California Supreme Court established what is still the general rule in this area. "The right of way is in the nature of an easement, and is acquired only for the purpose of the railroad. When the road is abandoned or removed from the strip of land over which the railroad has a right of way the land is discharged of the burden." (*California & N. R. Co. v. Mecartney* (1894) 104 Cal. 616, 623.) A cessation of operation of the railroad, coupled with an intent to abandon, divests the railroad company of the easement. (*Home Real Estate Co. v. Los Angeles Pacific Co.* (1912) 163 Cal. 710, 714.) Intent to abandon is normally a question to be determined by the trier of fact. (*Id.*; *Flanagan v. San Marcos Silk Co.* (1951) 106 Cal.App.2d 458, 463.) However, in the words of Justice Matthew Tobriner, where the "whistle of the railroad sounds only in the courtroom" (see *Ocean Shore Railroad Co. v. Doelger ("Doelger II")* (1960) 179 Cal.App.2d 222, 239), courts have pointed to certain factors indicating abandonment of the railroad easement as a matter of law.

Removal of the tracks – which is shown by the undisputed record here -- is always a cardinal factor supporting the conclusion that abandonment has occurred. (E.g., *Doelger I,* 117 Cal.App.2d at p. 403, citing with approval *Mammoth Cove National P. Assn. v. State Highway Com.*, 261 Ky. 769, 88 S.W.2d 931, 935.) In this case, the record shows removal of the tracks that is associated with a lengthy period of non-use. While non-use of a railroad easement does not alone extinguish the easement, a long continued nonuser is evidence of an intent to abandon. (*Home Real Estate Co. v. Los Angeles Pacific Co.*, *supra,* 163 Cal. at p. 714; *Flanagan v. San Marcos Silk Co., supra,* 106 Cal.App.2d at p. 463.)

The fact that, as is undisputed here, the current owner of the JHP Property is not in

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

the business of operating railroads has been recognized as another cogent factor supporting abandonment. (E.g., *Doelger II*, *supra*, 179 Cal.App.2d at p. 228.) The undisputed facts establish that defendant JHP has performed substantial acts in furtherance of the development of the JHP Property for non-railroad purposes.[4]

Another factor which has been held to show abandonment as a matter of law is the emergence of physical impediments to use of the strip of land in question for railroad purposes. In *Doelger II*, Justice Tobriner cited the fact that crops growing in the easement were a critical factor supporting a finding of abandonment. (179 Cal.App.2d at p. 229.) Here, use of the Railroad Easement has become physically impossible due to a barrier fence which UP required JHP and its predecessor to construct. The action by the railroad company, UP, in legally compelling the erection of this fence is comparable to the action of the railroad company, cited by the court in *Doelger II*, of selling off other portions of the connected right of way. (See *id.*) In both instances, these actions created important legal impediments to any further operation of a viable railroad through the area.

Another key factor cited by Justice Tobriner and others which is manifest in the present case is the economic infeasibility of any continued use of the right of way for

[4] In 2015, JHP obtained the following: (1) an acoustical report that used the criteria for residential development; (2) a geotechnical report that evaluated the JHP Property for the proposed construction "of a 5-story residential building with one basement level"; and (3) a phase one environmental report. (McNerney Depo., 40:16 – 43:4, 52:1 – 52:8, 109:24 – 111:24 & Exhs. 6, 7, and 13.) In March of 2016 McNerney requested that a general contractor provide a budget for building fourteen townhomes on the JHP Property. (McNerney Depo., 171:2 – 171:17 & Exh. 20.) In June of 2017, JHP's architects prepared a preliminary design concept for two buildings on the JHP Property to be used for retail, commercial, and parking. (McNerney Depo., 203:22 – 204:22; 205:11 – 205:15 & Exh. 29.) None of these designs contemplated any rail use of the JHP Property or the Railroad Easement.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

railroad purposes. (*Doelger I*, 127 Cal.App.2d at pp. 402-03, citing *People v. Ocean Shore Railroad, Inc.* (1948) 32 Cal.2d 406, 419; *Doelger II*, 179 Cal.App.2d at p. 229.) Economic infeasibility was found to exist where the railroad operation was discontinued for more than 14 years prior to the commencement of the pertinent action to quiet title, and changed circumstances indicated that railroad service through the area was not viable. (*Doelger I*, 127 Cal.App.2d at pp. 402-03.)

The mere fact that the easement is described as perpetual in a deed of conveyance does not control, where other evidence indicates that the easement was abandoned. (E.g., *Doelger II*, 127 Cal.App.2d at p. 403, citing *San Gabriel v. Pacific Elec. Ry. Co.* (1933) 129 Cal.App. 460, 464.) The fact that UP quitclaimed the Railroad Easement to JHP's predecessor also is not determinative of the abandonment issue. (E.g., *Highland Realty Co. v. San Rafael*, *supra*, 46 Cal.2d at pp. 679-80.)

The undisputed facts of this case are very similar to the facts found to support a finding of abandonment of the railroad easement in *Doelger II*. Thus, this Court should hold that the Railroad Easement was abandoned by UP prior to its sale of the JHP Property in 2015.

3. The Pre-2015 Abandonment of the Principal Railroad Easement by UP Also Extinguished All Other Rights Ancillary to the Railroad Easement

Another aspect of the doctrine of abandonment pertains to rights ancillary to the railroad easement itself. It is common that railroad easements and other comparable grants also involve ancillary property rights such as the right to maintain access and support facilities. (E.g., *Doelger I*, *supra,* 127 Cal.App.2d at p. 395; *Nevada Irrigation Dist. v. Keystone Copper Corp.* (1964) 224 Cal.App.2d 523, 524 & n.1 (mining rights).)

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Abandonment of the principal railroad easement has been held to be an abandonment of the ancillary easement, as well. (see, e.g., *Doelger II*, *supra,* 179 Cal.App.2d at pp. 234-35.) As observed in *Union Pacific Railroad v. Santa Fe Pacific Pipelines, Inc., supra,* 231 Cal.App.4th at p. 163:

> [A] 'railroad company . . . acquires more than the mere right of passage over [the] land[;] [i]t acquires the right to excavate drainage ditches, to construct beneath the surface supports for bridges and other structures; to erect and maintain telegraph lines and supporting poles with part of the poles beneath the surface; to construct passenger and freight depots, using portions of the land below them for foundations; to construct signals; to make fills and cuts to decrease the grades of their rail lines, and to use material from the land covered by the right of way to make such fills; and to construct a roadbed and lay its ties and the rails thereon. Hence, it has substantial surface and subsurface rights, which it is entitled to have protected.
> . . .
>
> But all of the above functions and needs of the railroad are for the purpose of constructing and running the railroad itself.

Abandonment of the railroad easement terminates all of the ancillary easements and servitudes, as well. "Unlike most possessory estates, easements . . . may be unilaterally terminated by abandonment, leaving the servient owner with a possessory estate unencumbered by the servitude." (*Brandt Trust v. United States* (2014) 572 U.S. 93, 104-05, citing Restatement (Third) of Property, Servitudes § 1.2 (1998).) "In other words, if the beneficiary of the easement abandons it, the easement disappears, and the landowner resumes his full and unencumbered use of the land." (*Id.*)

Thus, the pre-2015 abandonment of the Railroad Easement by UP, as shown by the undisputed facts, also terminated all of the ancillary rights, such as the right to maintain communications lines and facilities, that were incorporated in it. Plaintiff is entitled to summary judgment quieting its title as to all of the elements of the Railroad Easement, not

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

just the technical railroad use itself.

4. There Is No Merit to the Argument That a Clause in the Railroad Easement Regarding "Communications Lines and Facilities" Is a Separate Stand-Alone Easement That Has Nothing to Do With the Rest of the Railroad Easement

In attempting to avoid the inevitable conclusion that the Railroad Easement was abandoned, in view of the evident absurdity of any contention that it is still intended for railroad use, JHP has attempted to extract a fragment of the text of the document and stretch it into an argument that the 1990 reservation of the Railroad Easement was really two easements, one a "railroad" easement, the other a "communications line" easement. This contention is meritless and must be rejected as a matter of law.

Like all contracts, the meaning of the Railroad Easement is a matter to be interpreted by the court as a matter of law. "The interpretation of an easement, which does not depend upon conflicting extrinsic evidence, is a question of law." (*Southern California Edison Co. v. Severns* (2019) 39 Cal.App.5th 815, 822, citing *Van Klompenburg v. Berghold* (2005) 126 Cal.App.4th 345, 349, and *McCann v. City of Los Angeles* (1978) 79 Cal.App.3d 112, 115 fn.2.) In interpreting a conveyance such as the Railroad Easement, the intent of the parties is the paramount consideration. (*Southern California Edison Co. v. Severns, supra,* 39 Cal.App.5th at p. 822, citing Civ. Code, § 1636; *City of Manhattan Beach v. Superior Court* (1996) 13 Cal.4th 232, 238.) "It is not the intent of the grantor that governs in such cases. It is the joint intent of the grantor and the grantee." (*Id.,* citing *Marlin v. Robinson* (1932) 123 Cal.App. 373, 375.)

The Railroad Easement can only be understood as the grant of a railroad easement. It is titled "Form of Railroad Easement," and it is characterized in the opening sentence as

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

"the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail, and railroad related equipment and facilities." Although it enumerates, in connection with such facilities, "communications lines and facilities," it would be utter nonsense to recharacterize this easement as being intended as a separate "communications line" easement separate from any railroad use.

Thus, the "Form of Railroad Easement" goes on to enumerate numerous ancillary aspects which patently are directed to intended railroad use, and which make no sense if divorced from railroad use. Thus, numerous of its provisions deal with "Rail Crossings," a defined term. There is a provision that the servient owner may construct improvements over "said easement" if they are "commencing at a minimum height of thirty-five (35) feet above top of rail." There is also a provision that UP reserves the right to construct "Improvements," defined as "structural support improvements and other improvements reasonably related to a railroad depot" within the easement area. None of this makes any sense as applied to stand-alone "communications lines and facilities" in the manner that JHP now seeks to argue.

The undisputed fact is that UP is, and was, a railroad company. It was never a communications company. It would blink reality and be totally unreasonable to construe the intent of the parties, in entering into the Railroad Easement, to create not just a railroad easement, subject to the usual rules of abandonment of such, but also a separate, stand-alone, perpetual "communications line" easement. Moreover, the record is clear that, apart from JHP's self-serving profession of some future intent to develop a "data center," there has never been any realistic plan to use the Railroad Easement for stand-alone

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

"communications lines and facilities." (UMF # 24.) Such a "communications lines and facilities" easement is not economically viable, in that there is nothing to which to connect it. (UMF #26.) There is no indication that the JHP Property is not already served by all of the standard "communications lines and facilities" that are typical in the City of San Francisco.

Thus, the Court should not give any credence to the argument that, even though the railroad easement has been abandoned, there is still a subsisting "communications lines and facilities" easement which constitutes a servitude on Visitacion's use and development of its property.

CONCLUSION

Defendant JHP's only true "intent" with respect to the Railroad Easement is to attempt to leverage its existence into an attempt to derail the Visitacion Project, cynically extract an unreasonable payment from Visitacion, and/or, to convince the City that the Visitacion Project is not feasible. The Court should reject defendant JHP's fanciful contention that any future rail use is intended within the Railroad Easement, and its equally fanciful interpretation that the Railroad Easement burdens the Visitacion Property separate and apart from the abandoned railroad use.

Therefore, the Court should grant summary judgment to plaintiff Visitacion in the form of an order quieting title in the Visitacion Property in favor of Visitacion. In the alternative, should the Court conclude that summary judgment is not proper as to the entire action, the Court should enter a decree of summary adjudication in favor of plaintiff Visitacion as to one or more of its causes of action.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Dated: March 24, 2021

KATZOFF & RIGGS LLP



STEPHEN G. PREONAS

Attorneys for Plaintiff
and Cross-Defendant
VISITACION INVESTMENT, LLC

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

KENNETH S. KATZOFF (SBN 103490)
ROBERT R. RIGGS (SBN 107684)
STEPHEN G. PREONAS (SBN 245334)
Katzoff & Riggs LLP
1500 Park Avenue, Suite 300
Emeryville, CA 94608
Telephone 510-597-1990
e-mail: spreonas@katzoffriggs.com

Attorneys for Plaintiff VISITACION INVESTMENT, LLC

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO – UNLIMITED JURISDICTION

VISITACION INVESTMENT, LLC Plaintiff, vs. 424 JESSIE HISTORIC PROPERTIES, LLC, et al. Defendants. AND RELATED CROSS-ACTION	Case No. CGC-19-579667 **SEPARATE STATEMENT OF UNDISPUTED MATERIAL FACTS IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, FOR SUMMARY ADJUDICATION** Date: June 10, 2021 Time: 9:30 a.m. Dept.: 501 Complaint Filed: October 1, 2019 Trial Date: July 12, 2021

PLAINTIFF'S SEPARATE STATEMENT OF UNDISPUTED MATERIAL FACTS

Plaintiff Visitacion Investment LLC ("Plaintiff" or "Visitacion") hereby submits this Separate Statement of Undisputed Material Facts in support of its Motion for Summary Judgment, or in the Alternative, for Summary Adjudication Against defendant 424 Jessie Historic Properties ("Defendant" or "JHP") pursuant to CCP section 437c(b):

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

ISSUE 1 – PLAINTIFF'S FIRST CAUSE OF ACTION TO QUIET TITLE

AS A MATTER OF LAW, PLAINTIFF HAS MET ITS BURDEN TO PREVAIL AGAINST JHP ON ITS FIRST CAUSE OF ACTION TO QUIET TITLE BECAUSE THE UNDISPUTED FACTS DEMONSTRATE THAT DEFENDANT HAS RELINQUISHED ANY PROPERTY RIGHTS IN THE SUBJECT EASEMENTS AND THE EASEMENTS HAVE BEEN ABANDONED AND/OR TERMINATED.

Moving Party's Undisputed Material Facts and Supporting Evidence:	**Opposing Party's Response and Supporting Evidence:**
1. Plaintiff owns 10 contiguous parcels of real property located in the Visitacion Valley neighborhood in the southeast corner of the City and County of San Francisco and commonly known as 2201, 2245, 2500 and 2555 Bay Shore Boulevard, 222 Tunnel Avenue and 289, 290 and 292 Sunnydale Avenue, San Francisco, CA ("the Visitacion Property"). The Property is also known as Assessor's Parcel Numbers 5087-003; 5087-003A; 5099-014; 5100-002; 5100-003; 5100-010; 5101-006; 5101-007; 5102-009; and 5107-001. Verified Complaint to Quiet Tile, for Declaratory Relief and for Preliminary and Permanent Injunction ("Complaint"), ¶ 1 attached as Exhibit A to Declaration of Stephen Preonas in Support of Motion ("Preonas Decl."), ¶ 3.	1.
2. Plaintiff is an affiliate of Universal Paragon Corporation ("UPC"), an entity formerly known as Tuntex (U.S.A.), Inc. ("Tuntex"). Complaint, ¶ 11. Declaration of Greg Vilkin in Support of Motion ("Vilkin Decl."), ¶ 4; Declaration of Howard Pearce in Support of Motion ("Pearce Decl."), ¶ 1.	2.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Moving Party's Undisputed Material Facts and Supporting Evidence:	Opposing Party's Response and Supporting Evidence:
3. Plaintiff is the developer of a major construction project at the Visitacion Property that is one of the largest residential developments in San Francisco consisting of approximately 1,679 housing units constructed in phases ("the Visitacion Project"). Complaint, ¶ 2; Vilkin Decl., ¶ 5; Pearce Decl., ¶ 6.	3.
4. Defendant JHP owns two contiguous parcels of real property known as 2201 Bay Shore Boulevard and 220 Tunnel Avenue, San Francisco also known as Assessor's Parcel Numbers 5087-004 and 5087-005 ("the JHP Property") that is adjacent to the Visitacion Property. Complaint, ¶ 3, 8 & Exh. 4; Defendant's Verified Answer to Complaint for Quiet Title, for Declaratory Relief, and for Preliminary and Permanent Injunction ("Answer"), ¶ 2; Vilkin Decl., ¶ 7 - 8 & Exh. A; Pearce Decl., ¶ 7, 10 – 11 & Exhs. A – B; Request for Judicial Notice in Support of Plaintiff's Motion for Summary Judgment and/or Summary Adjudication ("RJN"), Request No. 4.	**4.**
5. The Visitacion Property formerly contained the home of the Schlage Lock Factory and was used for industrial purposes ("the Schlage Property"); Vilkin Decl., ¶ 4; Pearce Decl., ¶ 4. Complaint, ¶ 9.	

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Moving Party's Undisputed Material Facts and Supporting Evidence:	Opposing Party's Response and Supporting Evidence:
6. The Visitacion Property also includes certain parcels adjacent to the Former Schlage Property that were previously owned by Southern Pacific Transportation Company, a railroad company which later merged with Union Pacific Railroad ("UP"). ("the Former RR Property"). Complaint, ¶ 9 – 10; Vilkin Decl., ¶ 4; Pearce Decl., ¶ 4.	6.
7. In or about August 1990 UP transferred the Former RR Property to Tuntex. Complaint, ¶ 11 – 12 & Exh. 1; Answer, ¶ 8 – 9; RJN No. 1.	7.
8. When it transferred the Former RR Property to Tuntex, the RR, as Grantor, reserved in itself an easement ("the Railroad Easement") over the Former RR Property, set forth in the deed transferring the Former RR Property from the RR, as Grantor, to Tuntex, as Grantee, recorded August 10, 1990 Document No. E761808 ("the 1990 RR Deed") Complaint, ¶ 11 & Exh. 1; RJN No. 1; Answer, ¶ 8.	8.
9. Tuntex and the RR later executed and recorded a "Deed Correcting Description of Rail Easement" recorded on August 22, 1991 as Document No. E962735 ("the 1991 RR Correction Deed" and with the 1990 RR Deed both collectively "the RR Deeds") that replaced the metes and bounds description of the Easements in the 1990 RR Deed and incorporated verbatim as Exhibit 1 the stated purpose and terms	9.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Moving Party's Undisputed Material Facts and Supporting Evidence:	Opposing Party's Response and Supporting Evidence:
of the Easements set forth in Exhibit B to the 1990 RR Deed and described the Easements as "Form of Railroad Easement." Complaint, ¶ 15 & Exhs. 1 – 2; RJN Nos. 1 – 2; Answer, ¶ 12.	
10. The sole source of any claimed easement encumbering the Visitacion Property involved in this case is the Railroad Easement reserved in the 1990 RR Deed the RR to Tuntex, as corrected by the 1991 RR Correction Deed. Complaint, ¶ 15 & Exhs. 1 – 2; RJN Nos. 1 – 2; Answer, ¶ 12.	10.
11. The 1990 RR Deed specifies the following purpose for the Railroad Easement: "to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment." Complaint, ¶ 14 & Exh. 1; RJN No. 1; Answer, ¶ 11.	11.
12. The text of the Railroad Easement is set forth in the recorded 1990 RR Deed which states: "Form of Railroad Easement," and this "Form of Railroad Easement" governs all of the described areas on "Schedule 1" (RR Main Line easement) "Schedule 2"	12.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Moving Party's Undisputed Material Facts and Supporting Evidence:	Opposing Party's Response and Supporting Evidence:
(Drill & Spur Track Easement) and "Schedule 3" (Access Roadway Easement). Complaint, ¶ 14 & Exh. 1; RJN No. 1; Answer, ¶ 8.	
13. Both of the RR Deeds describe the abandonment and termination of all or a portion of the Easements as follows: "Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance a satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph." JHP has refused Plaintiff's request that it execute and deliver such an instrument. Complaint, ¶ 16 & Exhs. 1 – 2; RJN Nos. 1 – 2; Answer, ¶ 13; Preonas Decl., ¶ 10 & Exh. H.	13.
14. The Railroad Easement is phrased throughout as a railroad-related document. Its provisions about "communication lines and facilities" and the like are ancillary to railroad uses. Complaint, ¶ 16 & Exhs. 1 – 2; RJN Nos. 1 – 2; Answer, ¶ 13.	14.
15. Among its provisions ancillary to its railroad purposes, the Railroad Easement permits the Grantee to use the Railroad Easement for "Rail Crossings" and to construct "improvements over said	15.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Moving Party's Undisputed Material Facts and Supporting Evidence:	Opposing Party's Response and Supporting Evidence:
easement commencing at a minimum height of thirty-five (35) feet above top of rail line." It also provides for "structural support improvements and other improvements reasonably related to a rail depot." Complaint, ¶ 16 & Exhs. 1 – 2; RJN Nos. 1 – 2; Answer, ¶ 13.	
16. UP transferred the JHP Property to McNerney pursuant to a February 5, 2015 "Quitclaim Deed" recorded as Document No. 2015-K016863-00 ("the 2015 RR Deed"). Complaint, ¶ 18 & Exh. 3; Answer, ¶ 15; RJN No. 3.	16.
17. McNerney subsequently transferred the JHP Property to JHP pursuant to a "Grant Deed" recorded as Document No. 2016-K328238 on Sept. 14, 2016. Complaint, Exh. 4; RJN No. 4.	17.
18. The 2015 RR Deed did not include a grant of UP's railroad right of way adjacent to the easterly boundary of the JHP Property. Complaint, ¶ 18 & Exh. 3; Answer, ¶ 15; RJN No. 3.	18.
19. The 2015 RR Deed from UP to McNerney affirmatively required McNerney to install a fence or other barrier to keep persons on the JHP Property from having any access or encroachment on the railroad right of way, which was explicitly retained by UP and was not transferred to McNerney.	19.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Moving Party's Undisputed Material Facts and Supporting Evidence:	Opposing Party's Response and Supporting Evidence:
Complaint, ¶ 18 & Exh. 3; Answer, ¶ 15; RJN No. 3.	
20. McNerney and JHP are real estate developers who are contemplating residential and commercial improvements on the JHP Property. They have no experience, ownership or development interest in railroads. In fact, they have developed other former railroad properties, and none of them are devoted to any form of railroad use. Complaint, ¶ 17, 20 – 21 & Exh. 6; Answer, ¶ 14, 17 – 18; McNerney Depo, 9:13 – 11:7, 11:5 – 11:7, 12:3 – 12:17, 40:16 – 43:4 & Exh 6, 52:1 – 52:8 & Exh 7, 81:17 - 81:24 & Exh. 10, 86:7 - 86:18 & Exh. 10, 171:2 – 171:17 & Exh. 20, 203:22 – 204:22 & Exh. 29, 237:2 – 237:25 & Exh. 37.	20.
21. Plaintiff is developing the Visitacion Property with a residential development consisting of approximately 1,679 housing units (the "Visitacion Project"). On July 24, 2014 the City of San Francisco ("City") enacted Ordinance No. 149-14 approving of a Development Agreement between the City and Visitacion for the Visitacion Property and the Visitacion Project ("the Development Agreement" and the "Development Ordinance") that made the following findings regarding the Project: "The City has determined that as a result of the development of the Project Site in	21.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Moving Party's Undisputed Material Facts and Supporting Evidence:	Opposing Party's Response and Supporting Evidence:
accordance with the Development Agreement, clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies, as more particularly described in the Development Agreement." Vilkin Decl., ¶ 5; Pearce Decl., ¶ 6; RJN Nos. 7 – 8 & Exhs. A – B.	
22. The Railroad Easement is incompatible with the Visitacion Project. The City of San Francisco has required the Railroad Easement be removed as a condition of approval of the development, which the City has found to include clear public benefits. Complaint, ¶ 2; Vilkin Decl., ¶ 5, 12; Pearce Decl., ¶ 6; Declaration of John Rahaim ("Rahaim Decl.") attached as Exh I to Preonas Decl., ¶ 11 – 13 & Exhs. 1 – 2; Declaration of Emily Lesk ("Lesk Decl.") attached as Exh. J to Preonas Decl., ¶ 11 – 13 & Exhs. 1 – 2; RJN No. 7 & Exh. A.	22.
23. Since 2008 at the latest, the Railroad Easement has never been used for any railroad-related uses. By 2008 at the latest, all tracks formerly in the Railroad Easement area were removed. McNerney Depo., 38:1 – 39:16, 38:20 – 39:22, 69:22 – 69:24, 180:13 – 181:25 & Exh. 22; Pearce Decl., ¶ 13 – 15 & Exh. D; Preonas Decl., ¶ 14 & Exh. K; RJN No. 9.	23.
24. There are currently no rail or railroad-related equipment or facilities, and there are	24.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Moving Party's Undisputed Material Facts and Supporting Evidence:	Opposing Party's Response and Supporting Evidence:
also no communications lines or facilities, anywhere in the Railroad Easement. McNerney Depo, 38:1 – 39:22; 69:22 – 69:24, 180:13 – 181:25 & Exh. 22; Pearce Decl., ¶ 13 – 15 & Exh. D.	
25. A mid 1990s Sanborn Map of the Railroad Easement depicts railroad tracks in the Railroad Easement that no longer exist. Preonas Decl., ¶ 14 & Exh. K; RJN, No. 9	25.
26. There is no economically feasible use of the Railroad Easement that involves installing communications lines and facilities in the absence of a railroad. Vilkin Decl., ¶ 13.	26.
27. Since McNerney purchased the JHP Property no people, other than Proven Management, Inc. ("Proven") have used the JHP Property with JHP's permission. McNerney Depo, 50:6 – 50:11.	27.
28. Proven used the JHP Property pursuant to a License Agreement for Entry and Use Surface of Property dated February 19, 2019 between JHP as Licensor and Proven and Licensee's ("the Proven License Agreement") that permitted Proven to use the JHP Property "for the purpose of loading and off-loading as well as short term storage of material" for a period of two months and for a fee of $15,000. Preonas Decl., ¶ 9 & Exh. G; McNerney Depo 49:17 – 49:20.	28.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Moving Party's Undisputed Material Facts and Supporting Evidence:	Opposing Party's Response and Supporting Evidence:
29. McNerney and JHP did not know where or what work Proven was to perform in connection with the Proven License Agreement. Preonas Decl., ¶ 9 & Exh. G; McNerney Depo 49:7 – 49:16.	29.
30. Proven is a licensed California contractor that was a subcontractor to DeSilva Gates to build a retaining wall along the border of the Properties. Proven also operated soil operations at a landfill located near the Properties on behalf of UPC. Pearce Decl., ¶ 16.	30.

ISSUE 2 - PLAINTIFF'S SECOND CAUSE OF ACTION FOR DECLARATORY RELIEF

AS A MATTER OF LAW, PLAINTIFF HAS MET ITS BURDEN TO PREVAIL AGAINST JHP ON ITS SECOND CAUSE OF ACTION TO FOR DECLARTORY RELIEF BECAUSE THE UNDISPUTED FACTS DEMONSTRATE THAT DEFENDANT HAS RELINQUISHED ANY PROPERTY RIGHTS IN THE SUBJECT EASEMENTS A ND THE EASEMENTS HAVE BEEN ABANDONED AND/OR TERMINATED.

Moving Party's Undisputed Material Facts and Supporting Evidence:	Opposing Party's Response and Supporting Evidence:
1-30. As referenced above. See supporting evidence referenced above.	1-30.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

ISSUE 3 - PLAINTIFF'S THIRD CAUSE OF ACTION FOR PRELIMINARY AND PERMANENT INJUNCTION

AS A MATTER OF LAW PLAINTIFF HAS MET ITS BURDEN TO PREVAIL AGAINST JHP ON ITS THIRD CAUSE OF ACTION FOR INJUNCTIVE RELIEF RELATING TO THE EASEMENTS BECAUSE THE UNDISPUTED FACTS DEMONSTRATE THAT DEFENDANT HAS RELINQUISHED ANY PROPERTY RIGHTS IN THE SUBJECT EASEMENTS A ND THE EASEMENTS HAVE BEEN ABANDONED AND/OR TERMINATED.

Moving Party's Undisputed Material Facts and Supporting Evidence:	**Opposing Party's Response and Supporting Evidence:**
1-30. As referenced above. See supporting evidence referenced above.	1-30.

ISSUE 4 – CROSS-COMPLAINANT'S FIRST CAUSE OF ACTION IN THE CROSS-COMPLAINT TO QUIET TITLE

AS A MATTER OF LAW, PLAINTIFF/CROSS-DEFENDANT HAS MET ITS BURDEN TO PREVAIL AGAINST JHP ON THE FIRST CAUSE OF ACTION ALEGED IN THE CROSS-COMPLAINT TO QUIET TITLE BECAUSE THE UNDISPUTED FACTS DEMONSTRATE THAT DEFENDANT/CROSS-COMPLAINANT HAS RELINQUISHED ANY PROPERTY RIGHTS IN THE SUBJECT EASEMENTS A ND THE EASEMENTS HAVE BEEN ABANDONED AND/OR TERMINATED.

Moving Party's Undisputed Material Facts and Supporting Evidence:	**Opposing Party's Response and Supporting Evidence:**
1-30. As referenced above. See supporting evidence referenced above.	1-30.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

ISSUE 5 – CROSS-COMPLAINANT'S SECOND CAUSE OF ACTION IN THE CROSS-COMPLAINT FOR DECLARATORY RELIEF

AS A MATTER OF LAW, PLAINTIFF/CROSS-DEFENDANT HAS MET ITS BURDEN TO PREVAIL AGAINST JHP ON THE SECOND CAUSE OF ACTION ALEGED IN THE CROSS-COMPLAINT FOR DECLARATORY RELIEF BECAUSE THE UNDISPUTED FACTS DEMONSTRATE THAT DEFENDANT/CROSS-COMPLAINANT HAS RELINQUISHED ANY PROPERTY RIGHTS IN THE SUBJECT EASEMENTS A ND THE EASEMENTS HAVE BEEN ABANDONED AND/OR TERMINATED.

Moving Party's Undisputed Material Facts and Supporting Evidence:	**Opposing Party's Response and Supporting Evidence:**
1-30. As referenced above. See supporting evidence referenced above.	1-30.

Dated: March 24, 2021

KATZOFF & RIGGS LLP

STEPHEN G. PREONAS

Attorneys for Plaintiff and Cross-Defendant
VISITACION INVESTMENT, LLC

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

KENNETH S. KATZOFF (SBN 103490)
ROBERT R. RIGGS (SBN 107684)
STEPHEN G. PREONAS (SBN 245334)
Katzoff & Riggs LLP
1500 Park Avenue, Suite 300
Emeryville, CA 94608
Telephone 510-597-1990
e-mail: spreonas@katzoffriggs.com

Attorneys for Plaintiff and Cross-Defendant
VISITACION INVESTMENT, LLC

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO – UNLIMITED JURISDICTION

VISITACION INVESTMENT, LLC Plaintiff, vs. 424 JESSIE HISTORIC PROPERTIES, LLC, et al. Defendants. AND RELATED CROSS-ACTION	Case No. CGC-19-579667 **VOLUME 1 OF 2 OF EVIDENCE IN SUPPORT OF PLAINTIFF VISITACTION INVESTMENT, LLC'S MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, FOR SUMMARY ADJUDICATION** Date: June 10, 2021 Time: 9:30 a.m. Dept.: 501 Complaint Filed: October 1, 2019 Trial Date: July 12, 2021

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

TABLE OF CONTENTS OF PLAINTIFF VISITACTION INVESTMENT, LLC'S EVIDENCE IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

DOCUMENT	Vol.	TAB	Exh.	Page
DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION	1	1		
Visitacion's Verified Complaint filed October 1, 2019	1	1	A	1
Exh. 1 to Complaint – Grant Deed from Southern Pacific, as Grantor to Tuntex (U.S.A.), Inc. as Grantee dated August 1, 1990	1	1	A	20
Exh. 2 to Complaint – Deed Correcting Description of Rail Easement dated July 23, 1991	1	1	A	38
Exh. 3 to Complaint – Quitclaim Deed from Union Pacific Railroad Company to Patrick McNerney dated January 21, 2015	1	1	A	57
Exh. 4 to Complaint – Grant Deed from Patrick McNerney to 424 Jessie Historic Properties, LLC dated August 17, 2016	1	1	A	72
Exh. 5 to Complaint – Application Packet for Preliminary Project Assessment to San Francisco Planning Department dated May 8, 2015	1	1	A	81
Exh. 6 to Complaint – Preliminary Project Assessment from SF Planning dated August 7, 2015	1	1	A	116
Defendant's Answer to Complaint	1	1	B	133
Plaintiff's RFAs to Defendant	1	1	C	147
Defendant's Response to RFAs	1	1	D	153
Defendant's Response to Form Interrogatories	1	1	E	160
Transcript of Deposition of Patrick McNerney as PMK of Defendant ("McNerney Depo")	1	1	F	169

DOCUMENT	Vol.	TAB	Exh.	Page
START OF VOLUME TWO				
Preonas Decl., (Continued) Exhibit 6 to McNerney Depo – February 5, 2015 Noise Study by Charles M. Salter	2	1	F-6	231
Exhibit 7 to McNerney Depo – February 7, 2015 Geotechnical Investigation Report of H. Allen Gruen	2	1	F-7	238
Exhibit 10 to McNerney Depo – Application Packet for Preliminary Project Assessment Dated May 9, 2015	2	1	F-10	262
Exhibit 13 to McNerney Depo – PII Environmental - Phase I Environmental Report Dated June 12, 2015	2	1	F-13	297
Exhibit 20 to McNerney Depo – E-mail to Patrick McNerny from Scott Smith dated March 30, 2016	2	1	F-20	357
Exhibit 22 to McNerney Depo – E-mail from Doug Walsh to Patrick McNerney dated August 16, 2016	2	1	F-22	361
Exhibit 29 to McNerney Depo – BAR Architects Drawings dated June 30, 2017	2	1	F-29	366
Exhibit 37 to McNerney Depo – E-mail from Julie Heinzler to Patrick McNerney dated September 16, 2019	2	1	F-37	388
E-mail from Jeff Lowenthal to Stephen Preonas dated January 20, 2021 and attached License Agreement dated February 18, 2019 between JHP and Proven Management, Inc.	2	1	G	392
Letter from Stephen Preonas to Patrick McNerney dated September 13, 2019	2	1	H	401
Declaration of John Rahaim	2	1	I	408
Exh. 1 to Decl. of John Rahaim – Letter from SF Planning Dept. dated November 24, 2015	2	1	I	412

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

DOCUMENT	Vol.	TAB	Exh.	Page
Exh. 2 to Decl. of John Rahaim – E-mail thread from SF Planning dated December 9, 2015	2	1	I	414
Declaration of Emily Lesk and Exhs 1 – 2	2	1	J	418
Exh. 1 to Decl. of Emily Lesk – Letter from SF Planning Dept. dated November 24, 2015	2	1	J	422
Exh. 2 to Decl. of Emily Lesk – E-mail thread from SF Planning dated December 9, 2015	2	1	J	424
Sanborn Map (Mid-1990s) of JHP Property and Easements from San Francisco Planning Dept. Geographic Information System Website	2	1	K	428
DECLARATION OF GREG VILKIN IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION	2	2		430
Parcel Map showing the orientation the Properties, Easements and Phase 1 and Phase 2 of the Visitacion Project	2	2	A	436
DECLARATION OF HOWARD PEARCE IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION	2	3		437
Proposed Parcel Map Showing the Orientation of the Properties and the Easements and the Proposed subdivision of the Visitacion Property	2	3	A	444
Parcel Map Showing the Orientation of Properties and the Easements and Their Existing Approved Parcels.	2	3	B	446
Aerial Photograph of the Properties Showing the Orientation the Properties and the Easements	2	3	C	448
Series of Eight Photographs of the Properties, Including the Area of the Easements taken Friday March 12, 2021	2	3	D	450

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

DOCUMENT	Vol.	TAB	Exh.	Page
REQUEST FOR JUDICIAL NOTICE IN SUPPORT MOTION FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION	2	4		460
City of San Francisco Ordinance No. 149-14 enacted July 24, 2014	2	4	A	466
Section 249.45 of the City Planning Code entitled Visitacion Valley/Schlage Lock Special Use District	2	4	B	476

Dated: March 24, 2021

KATZOFF & RIGGS LLP



STEPHEN G. PREONAS

Attorneys for Plaintiff and Cross-Defendant
VISITACION INVESTMENT LLC

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

TAB 1

TO

VOLUME OF EVIDENCE IN SUPPORT OF PLAINTIFF VISITACTION INVESTMENT, LLC'S MOTION FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Tab:

DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION AND EXHIBITS A THROUGH K

TAB 1

KENNETH S. KATZOFF (SBN 103490)
STEPHEN G. PREONAS (SBN 245334)
Katzoff & Riggs LLP
1500 Park Avenue, Suite 300
Emeryville, CA 94608
Telephone 510-597-1990

Attorneys for Plaintiff and Cross-Defendant
VISITACION INVESTMENT, LLC

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO – UNLIMITED JURISDICTION

VISITACION INVESTMENT, LLC Plaintiff, vs. 424 JESSIE HISTORIC PROPERTIES, LLC, et al. Defendants. AND RELATED CROSS-ACTION	Case No. CGC-19-579667 **DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION** Date: June 10, 2021 Time: 9:30 a.m. Dept.: 501 Complaint Filed: October 1, 2019 Trial Date: July 12, 2021

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

STEPHEN G. PREONAS declares:

1. I am one of counsel of record for plaintiff and cross-defendant Visitacion Investment, LLC ("Plaintiff" or "Visitacion"). I have personal knowledge of the matters set forth in this declaration, and can competently testify thereto. I am a custodian of records with respect to documents produced in and relating to this litigation and have received and reviewed such documents.

2. This declaration is being submitted in support of Plaintiff's motion for

summary judgment and/or summary adjudication against defendant and cross-complainant 424 Jessie Historic Properties, LLC ("Defendant" or "JHP").

3. Attached hereto as Exhibit A is a true and correct copy of Visitacion's Verified Complaint to Quiet Title, for Declaratory Relief and for Preliminary and Permanent Injunction, as filed with the Court on October 1, 2019.

4. Attached hereto as Exhibit B is a true and correct copy of JHP's Answer Visitacion's Complaint to Quiet Title, for Declaratory Relief and for Preliminary and Permanent Injunction, as filed with the Court on February 4, 2020 ("Answer").

5. The parties to this litigation have conducted written discovery including a first set of requests for admission served by my office on JHP on May 22, 2020 ("the RFAs"). RFA's No. 1, 2 and 3 requested that JHP admit that JHP had abandoned the easements that are the subject of this litigation ("the EASEMENTS") (RFA No. 1); that the Easements had been terminated (RFA No. 2); and that JHP had relinquished its property rights in the Easements (RFA No. 3). Along with the RFA's my office served Form Interrogatory 17.1 on JHP requesting that JHP state all facts upon which JHP based any denial of the RFAs. A true copy of those portions of the RFAs served by my office on Plaintiff containing RFAs No. 1 – 3 is attached as Exhibit C.

6. On July 29, 2020 JHP served its response to the RFAs ("JHP's Responses to RFAs"). A true copy of that portion of the JHP's Responses to the RFAs containing its response to RFAs No. 1 – 3 is attached as Exhibit D.

7. On July 29, 2020 JHP served its response to Form Interrogatory 17.1 served with the RFAs ("JHP's Responses to FIs"). A true copy of that portion of the JHP's Responses to the FIs containing its response to Form Interrogatory 17.1 is attached as

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Exhibit E.

8. A true copy of the relevant portions of the deposition of Patrick McNerney as the Person Most Knowledgeable for JHP ("McNerney Depo") taken January 20, 2021 is attached as Exhibit F. Also included in Exhibit F are the following numbered exhibits to the McNerney depo discussed in the transcript, Exhs. No. F-6, 7, 10, 13, 20, 22, 29 and 37. Exhibit F-13 contains only a portion of this large document.

9. During his deposition McNerney testified regarding a licensing agreement between JHP and Proven Management, Inc. ("Proven") permitting Proven to use the property owned by JHP ("the JHP Property"). At the time of the deposition I did not recall JHP having produced any agreement with Proven in response to requests for production served on JHP by my office and I raises this issue at the time. After the conclusion of the deposition, on January 20, 2021, JHP's counsel Jeff Lowenthal sent me an e-mail producing, for the first time, a License Agreement for Entry and Use of Surface of Property dated February 18, 2019 between JHP and Proven ("the Proven License Agreement"). A true copy of Lowenthal's e-mail to me of January 20, 2021 and the Proven License Agreement discussed during McNerney's deposition attached thereto, is attached as Exhibit G.

10. On September 13, 2019 I sent a letter to Patrick McNerney of JHP requesting that JHP executed a Quitclaim deed releasing the Easements. A true copy of this letter is attached as Exhibit H. To date JHP has not released the Easements.

11. In connection with this litigation my office discussed the Easements with John Rahaim, the former Planning Director of the City and County of San Francisco. Rahaim later provided a sworn declaration regarding the Easements and other related

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

matters and authenticating communications he sent and received regarding these matters. These communications are attached as Exhibits 1 and 2 to his declaration. A true copy of Rahaim's declaration regarding the Easements and the exhibits referenced therein is attached as Exhibit I.

12. In connection with this litigation my office discussed the Easements with Emily Lesk, a former Project Manager for the Office of Economic and Workforce Development for the City and County of San Francisco. Lesk later provided a sworn declaration regarding the Easements and other related matters and authenticating communications she sent and received regarding these matters. These communications are attached as Exhibits 1 and 2 to her declaration. A true copy of Lesk's declaration regarding the Easements and the exhibits referenced therein is attached as Exhibit J.

13. On March 23, 2021 I visited the website for the City and County Planning Department that contains its online geographic information system (GIS) located at https://sfplanninggis.org ("the SF GIS Website"). The SF GIS Website provides a searchable database of maps of San Francisco Properties, including historic Sanborn Fire Insurance Maps ("Sanborn Maps") that contain detailed information about properties and individual buildings in San Francisco. Such maps are valuable for documenting changes in the built environment of American cities over many decades.

14. On the SF GIS Website I searched for the Sanborn Maps relating to what is now the JHP Property. My search directed me to a map located https://sfplanninggis.org/pim/Sanborn.html?sanborn=V8P899M.PDF. I downloaded the Sanborn Map for the JHP Property located at this link. A true copy of the Sanborn Map of the JHP Property that I downloaded from this link is attached as Exhibit K.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 23, 2021 in Los Angeles, California.



STEPHEN G. PREONAS

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

EXHIBIT A

TO

DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

Visitacion's Verified Complaint to Quiet Title, for Declaratory Relief and for Preliminary and Permanent Injunction, as filed with the Court on October 1, 2019

EXHIBIT A

COPY

KENNETH S. KATZOFF (SBN 103490)
STEPHEN PREONAS (SBN 245334)
Katzoff & Riggs LLP
1500 Park Avenue, Suite 300
Emeryville, CA 94608
Tel. (510) 597-1990
Fax. (510) 597-0295

Attorneys for Plaintiff
VISITACION INVESTMENT, LLC

ENDORSED
FILED
San Francisco County Superior Court
OCT 01 2019
CLERK OF THE COURT
BY: J. LaPierre Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO – UNLIMITED JURISDICTION

VISITACION INVESTMENT, LLC, a California limited liability company Plaintiffs, vs. 424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company, all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the Complaint adverse to Plaintiff's title, or any cloud on Plainitff's title thereto, and DOES 1 through 50, inclusive, Defendants.	Case No. CGC-19-579667 **VERIFIED COMPLAINT TO QUIET TITLE, FOR DECLARATORY RELIEF AND FOR PRELIMINARY AND PERMANENT INJUNCTION**

Plaintiff VISITACION INVESTMENT, LLC, a California limited liability company ("Plaintiff"), for its complaint herein, alleges:

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

1. Plaintiff is a California limited liability company that owns 10 contiguous parcels of real property located in the Visitacion Valley neighborhood in the southeast corner of the City and County of San Francisco and commonly known as 2201, 2245, 2500 and 2555 Bay Shore Boulevard, 222 Tunnel Avenue and 289, 290 and 292 Sunnydale Avenue, San Francisco, CA ("the Property"). The Property is also known as Assessor's Parcel Numbers 5087-003; 5087-003A; 5099-014; 5100-002; 5100-003; 5100-010; 5101-006; 5101-007; 5102-009; and 5107-001.

2. Plaintiff was formed to own and develop the Property into of the largest residential developments in San Francisco ("the Project") in a region starved for such projects and suffering from a massive housing shortage.

3. Defendant 424 Jessie Historic Properties, LLC ("JHP") is a California limited liability company located in the City of Tiburon, County of Marin. JHP owns two contiguous parcels of real property known as 2201 Bay Shore Boulevard and 220 Tunnel Avenue, San Francisco ("the JHP Property" or "Parcel B"). The JHP Property is also known as Assessor's Parcel Numbers 5087-004 and 5087-005.

4. Defendants designated as "all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the complaint adverse to Plaintiff's title, or any cloud on plaintiff's title thereto" ("the Unknown Defendants") claim rights, titles, estates, liens, or interests in the Property adverse to Plaintiff's title, and their claims constitute a cloud on Plaintiff's title.

5. Venue is proper in the County of San Francisco because the claims all

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

involve real property located in the County of San Francisco.

6. Plaintiff is unaware of the true names and capacities of defendants sued as DOE 1 through DOE 50 herein and, therefore designates said defendants by fictitious names as permitted by the Code of Civil Procedure. Plaintiff will seek leave to amend this Complaint to state the true names and capacities of defendants DOE 1 through DOE 50 when the same are ascertained. JHP, the Unknown Defendants and DOE 1 through DOE 50 shall hereinafter be referred to collectively as "Defendants."

7. Plaintiff is informed and believes and based thereon alleges that at all times mentioned in this Complaint defendants sued as DOE 1 through DOE 50 herein were the agents and employees of Defendants and, in doing the things alleged in this Complaint, were acting within the course and scope of that agency and employment.

8. The northern and eastern boundary of the Property adjoins a portion of the southern and western boundary of the JHP Property.

9. Prior to the transfer of the Property to Plaintiff, the majority of the Property contained the home of the Schlage Lock Factory and was used for industrial purposes ("the Former Schlage Property"). The Property also includes certain parcels adjacent to the Former Schlage Property that were previously used for commercial railroad purposes ("the Former RR Property"). The Property owned by Plaintiff includes both the Former RR Property and the Former Schlage Property

10. The Former RR Property was previously owned by Southern Pacific Transportation Company, a railroad company ("SPRR") which later merged with Union Pacific Railroad ("UPRR" and with SPRR both collectively "the RR").

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

11. In or about August 1990 the RR transferred a portion of the Former RR Property to Tuntex (U.S.A.), Inc. ("Tuntex"). Tuntex is the previous name of Universal Paragon Corporation ("UPC"). Plaintiff is an affiliate of UPC formed to hold title to the Property and develop the Project.

12. At the time of the 1990 transfer of the Former RR Property from the RR to Tuntex the RR retained two parcels (designated for convenience as "Parcel A" and Parcel B, as defined above) adjacent to the Former RR Property (both collectively "the Dominant Estates") and continued railroad operations on the Dominant Estates.

13. In connection with and in furtherance of its continued railroad operations on the Dominant Estates, at the time of the transfer of the Former RR Property to Tuntex, the RR reserved in itself three easements ("the Easements") over the Former RR Property. These Easements were set forth in the deed transferring the Former RR Property from the RR, as Grantor, to Tuntex, as Grantee, recorded August 10, 1990 as Document No. E761808 ("the 1990 RR Deed").

14. The three Easements the RR reserved in itself over the Former RR Property are set forth in Exhibit B to the 1990 RR Deed. The 1990 RR Deed specifies the following purpose for the Easements:

> to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment.

The Easements listed in Exhibit B are referred to as "Form of Railroad Easement" and consist of the following three "Schedules":

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

- Schedule 1 – Railroad Main Line Easement – describing a "main track"
- Schedule 2 – Drill & Spur Track Easement – describing a "drill track right of way" and "spur track right of way"
- Schedule 3 – Access Roadway Easement

A true and correct copy of the 1990 RR Deed, including Exhibit B describing the Easements as the Form of Railroad Easement is attached as Exhibit 1.

15. A metes and bounds description of the Easements provided by a surveyor was subsequently set forth in a "Deed Correcting Description of Rail Easement" recorded on August 22, 1991 as Document No. E962735 ("the 1991 RR Correction Deed" and with the 1990 RR Deed both collectively "the RR Deeds") and which replaced the metes and bounds description of the Easements in the 1990 RR Deed. The 1991 RR Correction Deed incorporated verbatim as Exhibit 1 the stated purpose and terms of the Easements set forth in Exhibit B to the 1990 RR Deed and described the Easements as "Form of Railroad Easement." A true copy of the 1991 RR Correction Deed is attached as Exhibit 2.

16. Exhibit B to the 1990 RR Deed, and the identical Exhibit 1 to the 1991 RR Correction Deed both describe the Easements and the potential abandonment and termination of all or a portion of the Easements as follows:

> Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance a satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph

17. The RR later transferred one of the Dominant Estates to UPC and the other to Patrick McNerney, an experienced real estate developer in San Francisco.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

McNerney is the owner and manager of the corporation that manages defendant JHP. The RR transferred what is now the JHP Property to McNerney who subsequently conveyed the property to JHP. The RR transferred the other of the Dominant Estates to UPC who in turn transferred this property to Plaintiff.

18. The RR transferred the JHP Property to McNerney pursuant to a February 5, 2015 "Quitclaim Deed" recorded as Document No. 2015-K016863-00 ("the 2015 RR Deed") pursuant to which the RR disclaimed any interest in the Easements. A true copy of the 2015 RR Deed is attached as Exhibit 3. McNerney transferred the JHP Property to JHP pursuant to a Grant Deed dated September 14, 2016 and recorded in San Francisco as Document No. 2016-K328238. A true copy of this deed is attached as Exhibit 4.

19. Plaintiff is now developing its respective portion of the Dominant Estates for mixed use, multi-family housing. Plaintiff's plan for the Project incorporates one of the Dominant Estates it obtained from the RR into its development of the entirety of the Property. Plaintiff's plan for the Project relinquishes all of its rights to the Easements to accommodate the Project because Plaintiff has not used and does not intend to use the Easements or the Property for railroad purposes and such Easements have been abandoned and terminated as provided for in the RR Deeds describing the Easements.

20. Though smaller in scale than Plaintiff's Project, JHP has also created a plan for a residential real estate development project on the JHP Property ("the JHP Project" and with the Project, both collectively, "the Projects"). On May 8, 2015, in connection with the JPH's proposed development of the JPH Property, JPH submitted a

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Preliminary Project Assessment application to the San Francisco Planning Department. ("the 2015 JHP PPA Application"). The 2015 JHP PPA Application proposed a project consisting of two new residential buildings with a total of 205 dwelling units. A true copy of the 2015 JHP PPA Application is attached as Exhibit 5.

21. The 2015 JHP PPA Application was assigned for review by the San Francisco Planning Department ("SF Planning") as Case No. 2015-006509PPA. In response, SF Planning issued a Preliminary Project Assessment on August 7, 2015 ('the 2015 JHP PPA"). A true copy of the 2015 JHP PPA is attached as Exhibit 6.

22. Neither of the Dominant Estates owned by Plaintiff and JHP have been used for railroad purposes for at least 10 years. Plaintiff is informed and believes that JHP has no intention to resume railroad operations on the JHP Property.

23. Based upon the conveyance of the Dominant Estates to JHP and Plaintiff for the purpose of real estate development and the intention of JHP and Plaintiff to redevelop the Dominant Estates as commercial and residential properties, and not railroad operations, the Easements have been abandoned and terminated.

24. In connection with the Project Plaintiff intends to convert the Property from an industrial use to a residential and commercial use. To accomplish its development goals and to maximize the public benefit of the Project, including providing convenient access to public transit, streets and open space, it is necessary for Plaintiff to use the land contained within the metes and bounds descriptions of the Easements for both access to the Project and/or for permanent improvements to the Property.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

25. In obtaining approvals of and designing the Project, pursuant to Exhibit B to the 1990 RR Deed (and Exhibit 1 to the 1991 RR Correction Deed) Plaintiff, as the successor in interest to the Grantee referenced in the deed, has requested that JHP, as the successor in interest to the Grantor referenced in the deed, execute and deliver to Plaintiff a quitclaim deed relinquishing the Easements. To date, JHP has refused to execute this document, or any other document relinquishing the Easements.

FIRST CAUSE OF ACTION
(Quiet Title – Against All Defendants)

26. Each of the allegations of paragraphs 1 through 25 are incorporated as if fully set forth herein.

27. Plaintiff alleges that Defendants have relinquished any and all property rights in the Easements and that the Easements have been abandoned and/or terminated.

28. Plaintiff alleges that Defendants have without right continued to claim an interest in the Easements adverse to Plaintiff.

29. Plaintiff claims its full legal and equitable interest in the Property, including such portions of the Property described in the Easements.

30. Plaintiff seeks to quiet title in and to Plaintiff against all adverse claims of Defendants, which claims are without any right whatever and interfere, trespass or encroach upon Plaintiff's use of the Property.

31. Plaintiff seeks to quiet title as of September 2019, the date that Plaintiff requested that JHP relinquish its rights in the Easements pursuant to the terms of Exhibit B to the 1990 RR Deed and Exhibit 1 to the 1991 RR Correction Deed.

WHEREFORE, the Plaintiff prays for relief as set forth below.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

SECOND CAUSE OF ACTION
(For Declaratory Relief re Termination and Abandonment of the Easements – Against All Defendants)

32. Each of the allegations of paragraphs 1 through 31 are incorporated as if fully set forth herein.

33. An actual controversy has arisen and exists between Plaintiff and Defendants. Plaintiff contends that any rights in the Easements that Defendants may claim have been abandoned or terminated due the abandonment of any railroad use on the JHP Property. Plaintiff further contends that pursuant to the RR Deeds describing the Easements specifying abandonment and termination of the Easements, JHP has relinquished the Easements as a result of the change of use of the JHP Property from railroad purposes and that Plaintiff is free to obstruct the Easements in connection with the redevelopment of the Property and the Project. JHP contends that it maintains its rights in the Easements described in the RR Deeds and that Plaintiff cannot obstruct the Easements in connection with Plaintiff's development of the Property and the Project.

34. Plaintiff seeks a final declaration and determination as to the present dispute regarding estate, ownership, rights and interest in the Easements.

WHEREFORE, Plaintiffs pray for relief as set forth below.

THIRD CAUSE OF ACTION
(For Preliminary and Permanent Injunction – Against all Defendants)

35. Each of the allegations of paragraphs 1 through 34 are incorporated as if fully set forth herein.

36. Plaintiff seeks to restrain Defendants from interfering with Plaintiff's development of the Property and the Project or otherwise violating Plaintiff's rights as

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

owner of the Property, including by failing to relinquish all rights to the Easements as requested by Plaintiff pursuant to the RR Deeds.

37. Unless and until enjoined and restrained by order of this court, Defendants' continuing assertion of rights in the abandoned and/or terminated Easements will cause grave and irreparable injury to Plaintiff by jeopardizing Plaintiff's efforts to obtain approvals for and proceed with and complete the Project.

38. Plaintiff has no adequate remedy at law for the continuing conduct of Defendants because the irreversible loss and continuous injury to its land cannot be compensated in damages. Further, it would be impossible for the Plaintiff to determine the precise amount of damages Plaintiff will suffer if the Defendants' conduct is not restrained, as it would result in Defendants being able to restrain Plaintiff's use and redevelopment of the Property in perpetuity and contrary to the express terms of the RR Deeds.

PRAYER FOR RELIEF

Plaintiffs request the Court to grant relief herein as follows:

1. For judgment quieting Plaintiff's title to the Property free and clear of any rights set forth in the Easements and terminating the Easements.

2. For a judicial declaration that the Easements have been abandoned, terminated and/or otherwise modified based upon the facts and circumstances.

3. For a preliminary, and permanent injunction, enjoining Defendants from continuing to wrongfully assert rights in the Easements.

4. For costs.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

5. For such other and further relief as the Court concludes to be just and proper under the circumstances.

Dated: September 30, 2019

KATZOFF & RIGGS LLP



STEPHEN G. PREONAS

Attorneys for Plaintiff
VISITACION INVESTMENT, LLC

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

VERIFICATION

I, Greg Vilkin am a manager of Visitacion Investment, LLC, plaintiff in this action and I am authorized to execute this verification on its behalf. I declare that I have reviewed the foregoing Verified Complaint and know its contents. The matters stated in this document are true to my own knowledge except as to the matters which are therein stated on our information or belief and, as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed September 30, 2019



GREG VILKIN

EXHIBIT 1

TO

VERIFIED COMPLAINT TO QUIET TITLE, FOR DECLARATORY RELIEF AND FOR PRELIMINARY AND PERMANENT INJUNCTION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court

Description of Exhibit:

Grant Deed from Southern Pacific Transportation Company, as Grantor to Tuntex (U.S.A.), Inc. as Grantee dated August 1, 1990 and recorded in the Official Records of San Francisco County as Instrument No. E761808

EXHIBIT 1

RECORDING REQUESTED BY

SAN FRANCISCO: CA
RECORDER'S OFFICE
Bruce Jamison: Recorder
DOC- E761808
TICOR Title Company
Friday, August 10, 1990 02:48:00Pm
Rec 15.00 --- Pg 17.00
Mic 1.00 ---
AFN 20.00 --- Amt
TOTAL -> REEL F187 IMAGE 0534

AND WHEN RECORDED MAIL TO

Name Tuntex (U.S.A.), Inc.
Street Address 150 Executive Park Blvd., Suite 4200
City State Zip San Francisco, California 94134
Attn: Stephen C.H. Lin, Ph.D

5102-9
5102-1
5102-6

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX $ .....
☐ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
☐ COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES REMAINING THEREON AT TIME OF SALE
Shown on Separate Statement pursuant to Section 11932, Revenue & Taxation Code
Signature of declarant or agent determining tax -- firm name

17
GK

GRANT DEED

AFNF

FOR VALUE RECEIVED, Southern Pacific Transportation Company ("Grantor"), a Delaware corporation, grants to Tuntex (U.S.A.), Inc., a Delaware corporation ("Grantee") all this certain real property located in the City and County of San Francisco, State of California, and as more particularly described in Exhibit A, attached hereto and by this reference incorporated herein (the "Property");

TOGETHER WITH all rights and easements appurtenant thereto;

SUBJECT TO a lien to secure payment of current taxes and assessments and all easements, rights of way, covenants, conditions and restrictions, leases and other exceptions to title which are of record; and

EXCEPTING AND RESERVING unto Grantor that certain Form of Railroad Easement as more particularly described in Exhibit B, attached hereto and by this reference incorporated herein.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed this 1ST day of August, 1990.

"Grantor"

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By: _____
Its: Its Vice President
W.B. Curtis

Attest: _____
Its: ASSISTANT SECRETARY
B.J. Medina

Sf. Recorder's Office AUG 10 1990

STATE OF CALIFORNIA
City and County of San Francisco } ss.

On this 2ND day of AUGUST in the year One Thousand Nine Hundred and Ninety
before me, ROBERT E. JOHNSON, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared
W. B. CURTIS + B. J. MEDINA

known to me (or proved to me on the basis of satisfactory evidence) to be the Its Vice President + ASST. SECRETARY of the corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

OFFICIAL SEAL
ROBERT E. JOHNSON
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Comm. Expires Jan. 22, 1993

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Robert E. Johnson
Notary Public in and for the City and County of San Francisco, State of California.

Corporation

My commission Expires January 22, 1993

PK
7-25-90

EXHIBIT "A"

S.F. Recorder's Office AUG 10 1990

LEGAL DESCRIPTION

All that real property situated in the City and County of San Francisco, State of California, described as follows:

PARCEL ONE:

Lot 6, as said lot is shown on the map of Parcel Map Book 16, Page 40, filed July 16, 1980, in the Office of the County Recorder of the City and County of San Francisco, State of California.

PARCEL TWO:

Lot 8, as said lot is shown on the map of Parcel Map Book 16, Page 40, filed July 16, 1980, in the Office of the County Recorder of the City and County of San Francisco, State of California.

Excepting therefrom that portion of said land described as follows:

Commencing at a point in that certain course having a length of 596.75 feet as shown in the easterly line of said Lot 8, distant thereon South 1°16'55" West 190.00 feet from the northerly terminus of said course; thence continuing along said course South 1°16'55" West 408.52 feet to the southerly terminus of said course; thence leaving said course, North 28°08'04" West 70.12 feet to a point in a line that is concentric with and distant 18 feet easterly, measured radially from the existing center line of Southern Pacific Transportation Company's spur track and the existing center line of Southern Pacific Transportation Company's westbound main track (San Francisco-San Luis Obispo); thence along said concentric line as follows: Northerly on a curve to the right, having a radius of 600.00 feet, a central angle of 18°29'24" (tangent to said curve at last mentioned point bears North 13°35'41" West), an arc distance of 193.63 feet to a point of compound curve, and northerly on a curve to the right, having a radius of 5691.69 feet, a central angle of 1°34'15", an arc distance of 156.05 feet; thence leaving said concentric line, South 88°43'05" East 41.39 feet to the point of commencement.

S.F. Recorder's Office AUG 10 1990

PARCEL THREE:

Commencing at a point on the southerly line of Sunnydale Avenue, distant thereon 105 feet and 8 inches easterly from the easterly line of Milliken Street; running thence easterly along the said southerly line of Sunnydale Avenue 138 feet and 8 inches; thence at a right angle southerly 224 feet and 5 inches; thence at a right angle westerly 138 feet and 8 inches; and thence at a right angle northerly 224 feet and 5 inches to the point of commencement.

Excepting therefrom that portion lying within San Mateo County.

PARCEL FOUR:

Commencing at a point on the southerly line of Sunnydale Avenue (formerly Tobin Street), distant thereon 244 feet 4 inches easterly from the easterly line of Milliken Street; running thence South 71-1/2° East along the southerly line of Sunnydale Avenue 277 feet 4 inches; thence South 18-1/2° West 224 feet 5 inches; thence North 71-1/2° West 277 feet 4 inches; thence North 18-1/2° East 224 feet 5 inches to the point of commencement.

Excepting therefrom that portion lying within San Mateo County.

EXHIBIT "B"

Assessor's Office AUG 10 1990

FORM OF RAILROAD EASEMENT

"Grantor excepts from the Property hereby conveyed and reserves unto itself, its successors and assigns:

A perpetual, exclusive easement in, on, under, over and through the locations described in Schedule 1 (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (Access Roadway Easement) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment. All improvements presently existing on or hereafter constructed on the easement area, if owned by Grantor, shall remain the personal property of the Grantor and its successors and assigns. Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph. Grantor shall defend, indemnify and hold Grantee, its successors and assignees, harmless from and against any liability, damage, cost or expense arising from or in connection with Grantor's use of the property covered by the easement reserved herein.

Notwithstanding the exclusive nature of such easement, Grantor shall permit Grantee, its successors and assigns, (a) such rights of passage on, over, and under such easement area for such public or private streets and rights of way ("Rail Crossings") as Grantee may require to provide reasonable access to any improvements located on the Property, and (b) the right to construct (i) improvements over said easement commencing at a minimum height of thirty-five (35) feet above top of rail and (ii) structural support improvements and other improvements reasonably related to a railroad depot within the easement area ("Improvements"), in all cases subject to (a) approval of the location or locations and the design of such Rail Crossings and Improvements by the Grantor, which approval shall not be unreasonably withheld; (b) such conditions as Grantor may reasonably impose to protect its own operations over such easement area or to comply with applicable law; (c) approval of such Rail Crossings or Improvements by the California Public Utility Commission and by such other governmental and regulatory agencies as may be required; (d) acceptance, to the extent applicable, of such Rail Crossings as dedicated public streets by the City of San Francisco; and (e) construction of the physical improvements constituting such Rail Crossings and Improvements at no expense to the Grantor."

RHS041/1d
Page 1 of 1

SN
30 MAR 90
: REV 12 JUN 90

EXHIBIT "B"
(Schedule 1)

S.F. Recorder's Office AUG 10 1990

MAIN LINE EASEMENT

Those certain parcels of land situated in the City and County of San Francisco, State of California, described as follows:

Parcel No. 1:

Commencing at the northeasterly corner of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099 and 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, said corner being at the easterly terminus of that certain course shown on said map having a bearing and distance of "N 73°20' W 232.62'"; thence North 72°09'01" West along the northerly line of said Lot No. 8, and also said course, 13.84 feet to point in a line concentric with and distant 25.00 feet easterly, measured radially from the existing center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), and the True Point of Beginning of the parcel of land herein to be described; thence southerly along said concentric line on a curve to the left, tangent to said curve at last said point bears South 8°30'54" West, having a radius of 5685.096 feet, a central angle of 2°04'27", an arc distance of 205.81 feet to the northerly line of the 0.411 acre parcel of land described in deed dated June 13, 1935, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument 0660213, Reel

S.F. Recorder's Office AUG 10 1990

0867, Page 951, Official Records of said County; thence North 88°46'13" West along last said northerly line, 8.03 feet to a point for the northwesterly corner of last said land; thence southerly along the westerly line of last said land, on a curve to the left, tangent to last said curve at last said point bears South 6°24'50" West, having a radius of 5691.60 feet, a central angle of 1°34'15", an arc distance of 156.05 feet to a point of compound curve; thence continuing southerly along said westerly line on last said curve to the left, having a radius of 600.00 feet, a central angle of 9°52'28", an arc distance of 103.41 feet to a point in said concentric line; thence leaving said westerly line, southerly along said concentric line, on a curve to the left, tangent to last said curve at last said point bears South 3°49'34" West, having a radius of 5685.096 feet, a central angle of 1°51'01", an arc distance of 183.60 feet; thence South 1°28'31" West 12.80 feet to a point in the common County line between the County of San Francisco and the County of San Mateo, last said point being distant thereon, North 88°58'58" West 61.21 feet from its intersection with the westerly line of Tunnel Avenue, 60 feet in width; thence North 88°58'58" West along said County line and also the southerly line of said Lot No. 8, passing at 25.06 feet the said center line of Southern Pacific Transportation Company's Westbound main track, and continuing for a total distance of 100.13 feet; thence North 1°28'35" East 14.47 feet to a point in a line concentric with and distant 75.00 feet westerly, measured radially from last said center line; thence

S.F. Recorder's Office AUG 10 1990

northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 1°58'33" East, having a radius of 5785.096 feet, a central angle of 6°42'08", an arc distance of 676.72 feet to said northerly line of said Lot No. 8; thence South 72°09'01" East along last said northerly line, passing at 76.11 feet the said center line of Southern Pacific Transportation Company's westbound main track, and continuing for a total distance of 101.45 feet to the True Point of Beginning, containing an area of 1.513 acres, more or less.

Parcel No. 2:

Commencing at the southerly terminus of that certain course having a distance of 109.964 feet as shown on that certain map entitled, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S Block 5087, 5099, and 5101, SAN FRANCISCO, CALIFORNIA", as per map file July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County; thence North 17°58'59" East along said course, 3.2 feet to a chain link fence; thence North 32°17'13" East along said fence, 21.6 feet to a fence post; thence South 17°42'55" West, continuing along said fence, 100.2 feet to another fence post; thence North 69°17'37" West, continuing along said fence, 117.3 feet to another fence post; thence South 9°22'01" West, continuing along said fence, 2.0 feet to the True Point of Beginning of the parcel of land herein to be described; thence continuing South 9°22'01" West along said fence, 22.0 feet; thence North 80°37'59" West, leaving said fence, 22.8 feet; thence North 9°22'01" East 22.0 feet; thence South 80°37'59" East 22.8 feet to the True Point of Beginning.

SN
2 Mar 90
Rev 25 July 90
R.H.S.

EXHIBIT "B"
(Schedule 2)

S.F. Recorder's Office AUG 10 1990

DRILL & SPUR TRACK EASEMENT

Those certain parcels or strips of land situated in the City and County of San Francisco, State of California, described as follows:

PARCEL NO. 1

Beginning at the point of intersection of the westerly line of Tunnel Avenue, 60 feet in width, with the common County line between the County of San Francisco and the County of San Mateo; thence North 88°58'58" West along said County line and also the southerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA," as per map filed July 16, 1980 in Book 16 of Maps, Page 40, Records of said County, 39.80 feet to a point in a line concentric and parallel with and distant 15.00 feet westerly, measured radially and at right angles from the center line of Southern Pacific Transportation Company's drill track (which lies easterly of and which diverges southerly from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco) and which crosses said County line at a point distant North 88°58'58" West along said County line 24.41 feet from its intersection with said westerly line of Tunnel Avenue); thence northerly along said concentric and parallel line, the curvature and course thereof as follows: northerly on a curve to the left, tangent to said curve at last said point bears North 12°03'07" West, having a radius of 558.14 feet, a central angle of 2°35'41", an arc distance of 25.28 feet to a point, and North 14°38'48" West, tangent to last said curve at last said point, 50.80 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially, from said center line of Southern Pacific

S.F. Recorder's Office AUG 10 1990

Transportation Company's westbound main track; thence northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 2°35'12" East, having a radius of 5685.096 feet, a central angle of 1°14'22", an arc distance of 122.98 feet to a point in the westerly line of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to the State of California, recorded June 25, 1985, as Instrument D660213, Reel D867, Page 591, Official Records of said County; thence southerly along last said westerly line, on a curve to the left, tangent to last said curve at last said point bears South 5°01'53" East, having a radius of 600.00 feet, a central angle of 8°36'56", an arc distance of 90.22 feet; thence South 28°11'12" East, continuing along last said westerly line, 70.12 feet to the easterly line of last said land; thence leaving last said westerly line, North 1°13'47" East along said easterly line, 1.77 feet to said westerly line of Tunnel Avenue; thence South 4°30'58" East along last said westerly line, 48.41 feet to the Point of Beginning, containing an area of 5018 square feet, more or less.

PARCEL NO. 2

A strip of land, 30 feet wide lying equally 15.00 feet on each side of the following described line:

Commencing at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument D660213, Reel D867, Page 591, Official Records of said County; thence North 6°33'34" West 309.26 feet to a point in the center line of Southern Pacific Transportation Company drill track right of way (which track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose) and which

AUG 10 1990

crosses the common County line between the County of San Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles, from the easterly line of Bayshore Boulevard); thence South 15°19'08" West along said center line of Southern Pacific Transportation Company's drill track right of way, 88.81 feet to a point in the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, last said point being distant North 72°09'01" West along said northerly line, 68.75 feet from the northeasterly corner of said Lot No. 8, last said point being the True Point of Beginning of the line herein to be described; thence southerly and southwesterly and southerly continuing along said center line of Southern Pacific Transportation Company's drill track right of way, the courses and curvatures thereof as follows: South 15°19'08" West 3.62 feet to a point; southerly on a curve to the right, tangent to said curve at last said point is last described course, having a radius of 3564.239 feet, a central angle of 0°22'10", an arc distance of 22.99 feet to a point; South 15°41'18" West, tangent to last said curve at last said point, 152.89 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°38'26", an arc distance of 111.02 feet to a point; South 32°19'44" West, tangent to the last said curve at last said point, 161.72 feet to a point; southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 286.483 feet, a central angle of 35°25'30", an arc distance of 177.35 feet to a point; and South 67°45'14" West, tangent to last said curve at last said point, 544.20 feet.

S.F. Branch Office AUG 10 1990

Excepting therefrom that portion lying easterly of and coincident with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco).

Also, excepting therefrom that portion lying within said County of San Mateo.

PARCEL NO. 3

A strip of land, 30 feet wide, lying equally 15.00 feet on each side of the following described line:

Commencing at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument D660213, Reel D867, Page 591, Official Records of said County; thence North 6°33'34" West 309.26 feet to a point in the center line of Southern Pacific Transportation Company's drill track right of way (which track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose) and which crosses the common County line between the County of San Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles from the easterly line of Bayshore Boulevard); thence southerly along said center line of Southern Pacific Transportation Company's drill track right of way, the courses and curvatures thereof as follows: South 15°19'08" West 92.43 feet to a point; southerly on a curve to the right, tangent to said curve at last said point is last described course, having a radius of 3564.239 feet, a central angle of 0°22'10" an arc distance of 22.99 feet to a point; South 15°41'18" West, tangent to last said

S.J. Recorder's Office AUG 10 1990

curve at last said point, 152.89 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°38'26", an arc distance of 111.02 feet to a point; and South 32°19'44" West, tangent to last said curve at last said point, 53.00 feet to a point in the center line of Southern Pacific Transportation Company's spur track right of way (which track diverges northerly from said center line of said Company's drill track) and the True Point of Beginning of the line herein to be described; thence northerly along said center line of Southern Pacific Transportation Company's spur track right of way, the courses and curvatures thereof as follows: North 25°58'09" East 81.00 feet to a point; northerly on a curve to the left, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°36'08", an arc distance of 110.76 feet to a point; and North 9°22'01" East, tangent to last said curve at last said point, 109.53 feet.

Excepting therefrom that portion of the above described 30 foot wide strip of land, herein above described in "PARCEL NO. 3, lying easterly of and coincident with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco).

S.F. Recorder's Office AUG 10 1990

SN
2 MAPAD
REV. 12 MAP&D

EXHIBIT "B"
(Schedule 3)

ACCESS ROADWAY EASEMENT

Those certain parcels of land situated in the City and County of San Francisco, State of California, described as follows:

PARCEL NO. 1

Beginning at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument D660213, Reel D867, Page 591, Official Records of said County; thence North 88°46'13" West along the northerly line of said 0.411 acre parcel of land, 33.31 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), said point being distant South 88°46'13" East along said northerly line, 8.08 feet from the northwesterly corner of said 0.411 acre parcel of land; thence northerly along said concentric line, on a curve to the right, tangent to said curve at last said point bears North 6°26'27" East, having a radius of 5685.096 feet, a central angle of 2°04'27", an arc distance of 205.81 feet to the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County; thence South 72°09'01" East along last said northerly line, 13.84 feet to the northeasterly corner of said Lot No. 8; thence South 13°42'29" West along the easterly line of said Lot No. 8 and also the westerly line of Tunnel Avenue, 60

S.F. Recorder's Office AUG 10 1990

feet in width, 10.88 feet to an angle point therein; thence continuing along said easterly line and also last said westerly line, South 1°13'47" West 190.00 feet to the Point of Beginning, containing an area of 4646 square feet, more or less.

PARCEL NO. 2

Beginning at the point of intersection of the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), said point being distant North 72°09'01" West along said northerly line, 115.29 feet from the northeasterly corner of said Lot No. 8; thence southerly along said concentric line, on a curve to the left, tangent to said curve at last said point bears South 8°40'41" West, having a radius of 5785.096 feet, a central angle of 0°51'24", an arc distance of 86.50 feet to a line parallel and concentric with and distant 15.00 feet westerly, measured at right angles and radially from the center line of Southern Pacific Transportation Company's tail track (which lies westerly of and which diverges northerly from the center line of Southern Pacific Transportation Company's drill track and which drill track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose), and which said drill track crosses the common County line between the County of San

S.F. Recorder's Office AUG 10 1990

Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles from the easterly line of Bayshore Boulevard); thence southerly and southwesterly along said parallel and concentric line, the courses and curvature thereof as follows: South 9°22'01" West 67.82 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 367.245 feet, a central angle of 16°36'08", an arc distance of 106.41 feet to a point; and South 25°58'09" West, tangent to last said curve at last said point, 80.17 feet to a line parallel and concentric with and distant 15.00 feet northwesterly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's drill track; thence southwesterly along last said parallel and concentric line, the courses and curvature thereof as follows: South 32°19'44" West 107.88 feet to a point; southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 271.843 feet, a central angle of 35°25'30", an arc distance of 168.08 feet to a point; and South 67°45'14" West, tangent to last said curve at last said point, 356.47 feet to the easterly prolongation of the southerly line of Sunnydale Avenue, 66 feet wide; thence leaving last said parallel and concentric line, North 69°24'23" West along said prolongation, 65.40 feet to a point in the most westerly line of said Lot No. 8, last said point being the southerly terminus of that certain course shown on said map having a distance of "66.00'"; thence North 20°35'37" East along last said westerly line, 43.00 feet to a line parallel with and distant 10.00 feet northerly, measured at right angles from the easterly prolongation of the center line of said Sunnydale Avenue; thence South 69°24'23" East along last said prolongation, 13.70 feet to a point; thence easterly and northeasterly on a

S.F. Recorder's Office AUG 10 1990

curve to the left, tangent to last said curve at last said point is last described course, having a radius of 175.00 feet, a central angle of 42°50'23", an arc distance of 130.85 feet to a point in a line parallel and concentric with and distant 35.00 feet northwesterly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's drill track; thence northeasterly along last said parallel and concentric line, the courses and curvature thereof as follows: North 67°45'14" East, tangent to last said curve at last said point, 246.15 feet to a point; northeasterly on a curve to the left, tangent to last said curve at last said point is last described course, having a radius of 251.843 feet, a central angle of 35°25'30", an arc distance of 155.71 feet to a point; and North 32°19'44" East, tangent to last said curve at last said point, 106.77 feet to a line parallel and concentric with and distant 35.00 feet westerly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's tail track; thence northerly along last said parallel and concentric line, the courses and curvature thereof as follows: North 25°58'09" East 79.06 feet to a point; northeasterly and northerly on a curve to the left tangent to last said curve at last said point is last described course, having a radius of 347.245 feet, a central angle of 16°36'08", an arc distance of 100.62 feet to a point; and North 9°22'01" East, tangent to last said curve at last said point, 67.27 feet to a point in a line concentric with and distant 95.00 feet westerly, measured radially from said center line of Southern Pacific Transportation Company's westbound main track; thence leaving last said parallel and concentric line, northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 7°49'17" East, having a radius of 5805.096 feet, a central angle of 0°53'19", an arc distance of 90.03 feet to said northerly line of said Lot No. 8; thence South 72°09'01" East along last said northerly line, 20.26 feet to the Point of Beginning, containing an area of 0.519 of an acre, more or less.

EXHIBIT 2

TO

VERIFIED COMPLAINT TO QUIET TITLE, FOR DECLARATORY RELIEF AND FOR PRELIMINARY AND PERMANENT INJUNCTION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court

Description of Exhibit:

Deed Correcting Description of Rail Easement dated July 23, 1991, and recorded on August 22, 1991 in the Official Records of San Francisco as Instrument No. E962735

EXHIBIT 2

SAN FRANCISCO OFFICE RECORDER'S OFFICE
Bruce Davidson, Recorder
DOC- E962735

WHEN RECORDED MAIL TO:

Mr. Robert A. Colbert
Tuntex (U.S.A.) Inc.
150 Executive Park Boulevard
Suite 4200
San Francisco, CA 94134

Thursday, August 22, 1991 09:40:37
Rec 19.00 --- Pg 17.00
Str 16.00 --- Mic 1.00
Amt 59.00 ---
TOTAL 93.00
REEL F445 IMAGE 0298

DEED CORRECTING DESCRIPTION OF RAIL EASEMENT

THIS DEED CORRECTING DESCRIPTION OF RAIL EASEMENT (this "Correcting Grant") is executed as of this 23RD day of JULY, 1991, by Southern Pacific Transportation Company, a Delaware corporation ("SPTCo") and Tuntex Properties, Inc. (Brisbane), formerly known as Oyster Point Properties, Inc., a California corporation ("Tuntex") on the basis of the following facts, understandings and intentions:

A. In furtherance of that certain Agreement of Purchase and Sale (the "Sale Agreement") dated as of December 28, 1989 by and among Tuntex, Tuntex (U.S.A.) Inc., a Delaware corporation, and SPTCo, SPTCo conveyed by grant deed certain property (the "Property") described with particularity in the Sale Agreement, reserving therefrom certain easements (the "Easements");

B. Subsequent to the execution of the Sale Agreement and conveyance of the Property, Oyster Point Properties, Inc., a California corporation, changed its name to "Tuntex Properties, Inc. (Brisbane)", without effecting any change in the corporate structure or identity;

C. In that certain executed letter, dated December 29, 1989, (the "Executed Letter"), SPTCo and Tuntex acknowledged and agreed that the legal description of the Easements, as set forth in Exhibit "B" to the grant deed executed and recorded on August 10, 1990 as Instrument No. F761808 in the Official Records of San Francisco County (the "Original Grant Deed") was not prepared by a surveyor, and thus it would be necessary to substitute therefor a legal description based on a survey;

D. Pursuant to the terms of the Executed Letter, SPTCo, at its sole cost and expense, caused a surveyor registered under the laws of the State of California to prepare a new legal description of the Easements attached hereto as Exhibit 1 (the "New Legal Description") and incorporated herein by this reference;

E. Pursuant to the terms of the Executed Letter, SPTCo and Tuntex agreed that, upon Tuntex's approval of the New Legal Description, SPTCo and Tuntex would execute and record in the Official Records of San Francisco County an instrument correcting the description of the Easements by substituting the New Legal Description for the description of the Easements set forth in the Original Grant Deed; and

F. SPTCo and Tuntex have agreed that the substitution of the description of the Easements set forth in the Original Grant Deed with the New Legal Description shall be effected by the parties' execution and recording of this Correcting Deed.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES AND OTHER VALUABLE CONSIDERATION by the execution and recording hereof, SPTCo and Tuntex hereby correct the Original Grant Deed by:

1. Deleting the legal description of the Easements set forth in the Original Grant Deed; and

2. Substituting therefor the New Legal Description attached hereto as Exhibit 1 and incorporated herein by this reference.

IN WITNESS WHEREOF, SPTCo and Tuntex have executed this Correcting Deed this 30 day of July, 1991.

"SPTCo"

SOUTHERN PACIFIC
TRANSPORTATION COMPANY, a
Delaware corporation

By: _____
Its: its Vice President

"Tuntex"

TUNTEX (U.S.A.) INC.
a Delaware corporation

By: _____
Its: General Manager

JO:ng

E962735

State of California §
§
City and County of San Francisco §

On July 30, 1991, before me personally appeared Rick Li (here insert name and title of the officer), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

OFFICIAL SEAL
C. M. ARENA
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY
My Comm. Expires April 29, 1994

Signature C M Arena (Seal)

STATE OF CALIFORNIA
City and County of San Francisco } ss.

E962735

On this 23RD day of JULY in the year One Thousand Nine Hundred and Ninety ONE
before me, JOSEPH F. JUBILADO, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared

S. D. STEEL

known to me (or proved to me on the basis of satisfactory evidence) to be the
VICE PRESIDENT
of the corporation ——— described in and that executed the within instrument, and also known to me to be the person ——— who executed it on behalf of the corporation ——— therein named and ——— he ——— acknowledged to me that such corporation ——— executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

OFFICIAL NOTARY SEAL
JOSEPH F. JUBILADO
Notary Public — California
SAN FRANCISCO COUNTY
My Comm. Expires JUN 03,1995

Joseph F. Jubilado
Notary Public in and for the City and County of San Francisco, State of California.

Corporation

My Commission Expires June 3, 1995

EXHIBIT "1" E962735

FORM OF RAILROAD EASEMENT

"Grantor excepts from the Property hereby conveyed and reserves unto itself, its successors and assigns:

A perpetual, exclusive easement in, on, under, over and through the locations described in Schedule 1 (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (Access Roadway Easement) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment. All improvements presently existing on or hereafter constructed on the easement area, if owned by Grantor, shall remain the personal property of the Grantor and its successors and assigns. Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph. Grantor shall defend, indemnify and hold Grantee, its successors and assignees, harmless from and against any liability, damage, cost or expense arising from or in connection with Grantor's use of the property covered by the easement reserved herein.

Notwithstanding the exclusive nature of such easement, Grantor shall permit Grantee, its successors and assigns, (a) such rights of passage on, over, and under such easement area for such public or private streets and rights of way ("Rail Crossings") as Grantee may require to provide reasonable access to any improvements located on the Property, and (b) the right to construct (i) improvements over said easement commencing at a minimum height of thirty-five (35) feet above top of rail and (ii) structural support improvements and other improvements reasonably related to a railroad depot within the easement area ("Improvements"), in all cases subject to (a) approval of the location or locations and the design of such Rail Crossings and Improvements by the Grantor, which approval shall not be unreasonably withheld; (b) such conditions as Grantor may reasonably impose to protect its own operations over such easement area or to comply with applicable law; (c) approval of such Rail Crossings or Improvements by the California Public Utility Commission and by such other governmental and regulatory agencies as may be required; (d) acceptance, to the extent applicable, of such Rail Crossings as dedicated public streets by the City of San Francisco; and (e) construction of the physical improvements constituting such Rail Crossings and Improvements at no expense to the Grantor."

RHS041/1d
Page 1 of 1

EXHIBIT "1" E962735

FORM OF RAILROAD EASEMENT

"Grantor excepts from the Property hereby conveyed and reserves unto itself, its successors and assigns:

A perpetual, exclusive easement in, on, under, over and through the locations described in Schedule 1 (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (Access Roadway Easement) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment. All improvements presently existing on or hereafter constructed on the easement area, if owned by Grantor, shall remain the personal property of the Grantor and its successors and assigns. Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph. Grantor shall defend, indemnify and hold Grantee, its successors and assignees, harmless from and against any liability, damage, cost or expense arising from or in connection with Grantor's use of the property covered by the easement reserved herein.

Notwithstanding the exclusive nature of such easement, Grantor shall permit Grantee, its successors and assigns, (a) such rights of passage on, over, and under such easement area for such public or private streets and rights of way ("Rail Crossings") as Grantee may require to provide reasonable access to any improvements located on the Property, and (b) the right to construct (i) improvements over said easement commencing at a minimum height of thirty-five (35) feet above top of rail and (ii) structural support improvements and other improvements reasonably related to a railroad depot within the easement area ("Improvements"), in all cases subject to (a) approval of the location or locations and the design of such Rail Crossings and Improvements by the Grantor, which approval shall not be unreasonably withheld; (b) such conditions as Grantor may reasonably impose to protect its own operations over such easement area or to comply with applicable law; (c) approval of such Rail Crossings or Improvements by the California Public Utility Commission and by such other governmental and regulatory agencies as may be required; (d) acceptance, to the extent applicable, of such Rail Crossings as dedicated public streets by the City of San Francisco; and (e) construction of the physical improvements constituting such Rail Crossings and Improvements at no expense to the Grantor."

RHS041/1a
Page 1 of 1

SN
30 MAR 90
REV. 4/26/90

E962735

EXHIBIT "1"
(Schedule 1)

MAIN LINE EASEMENT

Those certain parcels of land situated in the City and County of San Francisco, State of California, described as follows:

Parcel No. 1:

Commencing at the northeasterly corner of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099 and 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, said corner being at the easterly terminus of that certain course shown on said map having a bearing and distance of "N 73°20' W 232.62'"; thence North 72°09'01" West along the northerly line of said Lot No. 8, and also said course, 13.84 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially from the existing center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), and the True Point of Beginning of the parcel of land herein to be described; thence southerly along said concentric line one curve to the left, tangent to said curve at last said point bears South 8°30'54" West, having a radius of 5685.096 feet, a central angle of 2°04'27", an arc distance of 205.81 feet to the northerly line of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument 0660213, Reel 0867, Page 951, Official Records of said County;

thence North 88°40'13" West along last said northerly line, 8.03 feet to a point for the northwesterly corner of last said land; thence southerly along the westerly line of last said land, on a curve to the left, tangent to last said curve at last said point bears South 6°24'50" West, having a radius of 5691.60 feet, a central angle of 1°34'15", an arc distance of 156.05 feet to a point of compound curve; thence continuing southerly along said westerly line on last said curve to the left, having a radius of 600.00 feet, a central angle of 9°52'28", an arc distance of 103.41 feet to a point in said concentric line; thence leaving said westerly line, southerly along said concentric line, on a curve to the left, tangent to last said curve at last said point bears South 3°49'34" West, having a radius of 5685.096 feet, a central angle of 1°51'01", an arc distance of 183.60 feet; thence South 1°28'31" West 12.80 feet to a point in the common County line between the County of San Francisco and the County of San Mateo, last said point being distant thereon, North 88°58'58" West 61.21 feet from its intersection with the westerly line of Tunnel Avenue, 60 feet in width; thence North 88°58'58" West along said County line and also the southerly line of said Lot No. 8, passing at 25.06 feet the said center line of Southern Pacific Transportation Company's Westbound main track, and continuing for a total distance of 100.13 feet; thence North 1°28'35" East 14.47 feet to a point in a line concentric with and distant 75.00 feet westerly, measured radially from last said center line; thence northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 1°56'33" East, having a radius of 5765.096 feet, a central angle of 6°42'08", an arc distance of 676.72 feet to said northerly line of said Lot No. 8; thence South 72°09'01" East along last said northerly line, passing at 76.11 feet the

said center line of Southern Pacific Transportation Company's westbound main track, and continuing for a total distance of 101.45 feet to the True Point of Beginning, containing an area of 1.513 acres, more or less.

Parcel No. 2:

Commencing at the northerly terminus of that certain course having a distance of 109.964 feet as shown on that certain map entitled, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, and 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County; thence South 17°58'59" West along said course, 3.2 feet to a chain link fence; thence South 32°17'13" West along said fence, 21.6 feet to a fence post; thence South 17°42'55" West, continuing along said fence, 100.2 feet to another fence post; thence South 69°17'37" East, continuing along said fence, 117.3 feet to another fence post; thence North 9°22'01" East, continuing along said fence, 2.0 feet to the True Point of Beginning of the parcel of land herein to be described; thence continuing North 9°22'01" East along said fence, 22.0 feet; thence South 80°37'59" East, leaving said fence, 22.8 feet; thence South 9°22'01" West 22.0 feet; thence North 80°37'59" West 22.3 feet to the True Point of Beginning.

SN
2 MAR. 90
REV 25 JULY 9
R.H.S.

E962735

EXHIBIT "1"
(Schedule 2)

DRILL & SPUR TRACK EASEMENT

Those certain parcels or strips of land situated in the City and County of San Francisco, State of California, described as follows:

PARCEL NO. 1

Beginning at the point of intersection of the westerly line of Tunnel Avenue, 60 feet in width, with the common County line between the County of San Francisco and the County of San Mateo; thence North 88°58'58" West along said County line and also the southerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA," as per map filed July 16, 1980 in Book 16 of Maps, Page 40, Records of said County, 39.80 feet to a point in a line concentric and parallel with and distant 15.00 feet westerly, measured radially and at right angles from the center line of Southern Pacific Transportation Company's drill track (which lies easterly of and which diverges southerly from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco) and which crosses said County line at a point distant North 88°58'58" West along said County line 24.41 feet from its intersection with said westerly line of Tunnel Avenue); thence northerly along said concentric and parallel line, the curvature and course thereof as follows: northerly on a curve to the left, tangent to said curve at last said point bears North 12°03'07" West, having a radius of 558.14 feet, a central angle of 2°35'41", an arc distance of 25.28 feet to a point, and North 14°38'48" West, tangent to last said curve at last said point, 50.80 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially, from said center line of Southern Pacific

Transportation Company's westbound main track; thence northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 2°35'12" East, having a radius of 5685.096 feet, a central angle of 1°14'22", an arc distance of 122.98 feet to a point in the westerly line of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to the State of California, recorded June 25, 1985, as Instrument 0660213, Reel 0867, Page 591, Official Records of said County; thence southerly along last said westerly line, on a curve to the left, tangent to last said curve at last said point bears South 5°01'53" East, having a radius of 600.00 feet, a central angle of 8°36'56", an arc distance of 90.22 feet; thence South 28°11'12" East, continuing along last said westerly line, 70.12 feet to the easterly line of last said land; thence leaving last said westerly line, North 1°13'47" East along said easterly line, 1.77 feet to said westerly line of Tunnel Avenue; thence South 4°30'58" East along last said westerly line, 48.41 feet to the Point of Beginning, containing an area of 5018 square feet, more or less.

PARCEL NO. 2

A strip of land, 30 feet wide lying equally 15.00 feet on each side of the following described line:

Commencing at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument 0660213, Reel 0867, Page 591, Official Records of said County; thence North 6°33'34" West 309.26 feet to a point in the center line of Southern Pacific Transportation Company drill track right of way (which track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose) and which

crosses the common County line between the County of San Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles, from the easterly line of Bayshore Boulevard); thence South 15°19'08" West along said center line of Southern Pacific Transportation Company's drill track right of way, 88.81 feet to a point in the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5097, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, last said point being distant North 72°09'01" West along said northerly line, 68.75 feet from the northeasterly corner of said Lot No. 8, last said point being the True Point of Beginning of the line herein to be described; thence southerly and southwesterly and southerly continuing along said center line of Southern Pacific Transportation Company's drill track right of way, the courses and curvatures thereof as follows: South 15°19'08" West 3.62 feet to a point; southerly on a curve to the right, tangent to said curve at last said point is last described course, having a radius of 3564.239 feet, a central angle of 0°22'10", an arc distance of 22.99 feet to a point; South 15°41'18" West, tangent to last said curve at last said point, 152.89 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°38'26", an arc distance of 111.02 feet to a point; South 32°19'44" West, tangent to the last said curve at last said point, 161.72 feet to a point; southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 286.483 feet, a central angle of 35°25'30", an arc distance of 177.35 feet to a point; and South 67°45'14" West, tangent to last said curve at last said point, 544.20 feet.

Excepting therefrom that portion lying easterly of and coincident with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco).

Also, excepting therefrom that portion lying within said County of San Mateo.

PARCEL NO. 3

A strip of land, 30 feet wide, lying equally 15.00 feet on each side of the following described line:

Commencing at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument D660213, Reel D867, Page 591, Official Records of said County; thence North 6°33'34" West 309.26 feet to a point in the center line of Southern Pacific Transportation Company's drill track right of way (which track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose) and which crosses the common County line between the County of San Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles from the easterly line of Bayshore Boulevard); thence southerly along said center line of Southern Pacific Transportation Company's drill track right of way, the courses and curvatures thereof as follows: South 15°19'08" West 92.43 feet to a point; southerly on a curve to the right, tangent to said curve at last said point is last described course, having a radius of 3564.239 feet, a central angle of 0°22'10" an arc distance of 22.99 feet to a point; South 15°41'18" West, tangent to last said

curve at last said point, 152.89 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°38'26", an arc distance of 111.02 feet to a point; and South 32°19'44" West, tangent to last said curve at last said point, 53.00 feet to a point in the center line of Southern Pacific Transportation Company's spur track right of way (which track diverges northerly from said center line of said Company's drill track) and the True Point of Beginning of the line herein to be described; thence northerly along said center line of Southern Pacific Transportation Company's spur track right of way, the courses and curvatures thereof as follows: North 25°58'09" East 81.00 feet to a point; northerly on a curve to the left, tangent to last said curve at last said point is last described course, having a radius of 382.245 feet, a central angle of 16°36'08", an arc distance of 110.76 feet to a point; and North 9°22'01" East, tangent to last said curve at last said point, 109.53 feet.

Excepting therefrom that portion of the above described 30 foot wide strip of land, herein above described in "PARCEL NO. 3, lying easterly of and coincident with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco).

SD
2 MAR 80
REV. 12 MAR

E962735

EXHIBIT "C"
(Schedule 3)

ACCESS ROADWAY EASEMENT

Those certain parcels of land situated in the City and County of San Francisco, State of California, described as follows:

PARCEL NO. 1

Beginning at the northeasterly corner of the 0.411 acre parcel of land described in deed dated June 13, 1985, from Southern Pacific Transportation Company to State of California, recorded June 26, 1985, as Instrument D660213, Reel 0867, Page 591, Official Records of said County; thence North 88°46'13" West along the northerly line of said 0.411 acre parcel of land, 33.31 feet to a point in a line concentric with and distant 25.00 feet easterly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), said point being distant South 88°46'13" East along said northerly line, 8.08 feet from the northwesterly corner of said 0.411 acre parcel of land; thence northerly along said concentric line, on a curve to the right, tangent to said curve at last said point bears North 6°26'27" East, having a radius of 5685.096 feet, a central angle of 2°04'27", an arc distance of 205.81 feet to the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County; thence South 72°09'01" East along last said northerly line, 13.84 feet to the northeasterly corner of said Lot No. 8; thence South 13°42'29" West along the easterly line of said Lot No. 8 and also the westerly line of Tunnel Avenue, 60

feet in width, 10.88 feet to an angle point therein; thence continuing along said easterly line and also last said westerly line, South 1°13'47" West 190.00 feet to the Point of Beginning, containing an area of 4646 square feet, more or less.

PARCEL NO. 2

Beginning at the point of intersection of the northerly line of Lot No. 8, as said Lot is shown on that certain map entitled "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCKS 5087, 5099, & 5101, SAN FRANCISCO, CALIFORNIA", as per map filed July 16, 1980, in Book 16 of Parcel Maps, Page 40, Records of said County, with a line concentric with and distant 75.00 feet westerly, measured radially from the center line of Southern Pacific Transportation Company's westbound main track (San Jose-San Francisco), said point being distant North 72°09'01" West along said northerly line, 115.29 feet from the northeasterly corner of said Lot No. 8; thence southerly along said concentric line, on a curve to the left, tangent to said curve at last said point bears South 8°40'41" West, having a radius of 5785.096 feet, a central angle of 0°51'24", an arc distance of 86.50 feet to a line parallel and concentric with and distant 15.00 feet westerly, measured at right angles and radially from the center line of Southern Pacific Transportation Company's tail track (which lies westerly of and which diverges northerly from the center line of Southern Pacific Transportation Company's drill track and which drill track lies westerly of and which diverges southerly, southwesterly, and southerly from the center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose), and which said drill track crosses the common County line between the County of San

Francisco and the County of San Mateo at a point distant South 88°58'58" East along said County line, 237.36 feet from its intersection with a line parallel with and distant 105.67 feet easterly, measured at right angles from the easterly line of Bayshore Boulevard); thence southerly and southwesterly along said parallel and concentric line, the courses and curvature thereof as follows: South 9°22'01" West 67.82 feet to a point; southerly and southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 367.245 feet, a central angle of 16°36'08", an arc distance of 106.41 feet to a point; and South 25°58'09" West, tangent to last said curve at last said point, 80.17 feet to a line parallel and concentric with and distant 15.00 feet northwesterly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's drill track; thence southwesterly along last said parallel and concentric line, the courses and curvature thereof as follows: South 32°19'44" West 107.88 feet to a point; southwesterly on a curve to the right, tangent to last said curve at last said point is last described course, having a radius of 271.843 feet, a central angle of 35°25'30", an arc distance of 168.08 feet to a point; and South 67°45'14" West, tangent to last said curve at last said point, 356.47 feet to the easterly prolongation of the southerly line of Sunnydale Avenue, 66 feet wide; thence leaving last said parallel and concentric line, North 69°24'23" West along said prolongation, 65.40 feet to a point in the most westerly line of said Lot No. 8, last said point being the southerly terminus of that certain course shown on said map having a distance of "66.00'"; thence North 20°35'37" East along last said westerly line, 43.00 feet to a line parallel with and distant 10.00 feet northerly, measured at right angles from the easterly prolongation of the center line of said Sunnydale Avenue; thence South 69°24'23" East along last said prolongation, 13.70 feet to a point; thence easterly and northeasterly on a

curve to the left, tangent to last said curve at last said point is last described course, having a radius of 175.00 feet, a central angle of 42°50'23", an arc distance of 130.85 feet to a point in a line parallel and concentric with and distant 35.00 feet northwesterly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's drill track; thence northeasterly along last said parallel and concentric line, the courses and curvature thereof as follows: North 67°45'14" East, tangent to last said curve at last said point, 246.15 feet to a point; northeasterly on a curve to the left, tangent to last said curve at last said point is last described course, having a radius of 251.843 feet, a central angle of 35°25'30", an arc distance of 155.71 feet to a point; and North 32°19'44" East, tangent to last said curve at last said point, 106.11 feet to a line parallel and concentric with and distant 35.00 feet westerly, measured at right angles and radially from said center line of Southern Pacific Transportation Company's tail track; thence northerly along last said parallel and concentric line, the courses and curvature thereof as follows: North 25°58'09" East 79.06 feet to a point; northeasterly and northerly on a curve to the left tangent to last said curve at last said point is last described course, having a radius of 347.245 feet, a central angle of 16°36'08", an arc distance of 100.62 feet to a point; and North 9°22'01" East, tangent to last said curve at last said point, 67.27 feet to a point in a line concentric with and distant 95.00 feet westerly, measured radially from said center line of Southern Pacific Transportation Company's westbound main track; thence leaving last said parallel and concentric line, northerly along last said concentric line, on a curve to the right, tangent to last said curve at last said point bears North 7°49'17" East, having a radius of 5805.096 feet, a central angle of 0°53'10", an arc distance of 90.03 feet to said northerly line of said Lot No. 8; thence South 72°09'01" East along last said northerly line, 20.26 feet to the Point of Beginning, containing an area of 0.619 of an acre, more or less.

EXHIBIT 3

TO

VERIFIED COMPLAINT TO QUIET TITLE, FOR DECLARATORY RELIEF AND FOR PRELIMINARY AND PERMANENT INJUNCTION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court

Description of Exhibit:

Quitclaim Deed from Union Pacific Railroad Company to Patrick McNerney dated January 21, 2015 and recorded on February 5, 2015 in the Official Records of San Francisco as Instrument No. 2015-K016863-00

EXHIBIT 3

20159K01686300014
San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC 2015-K016863-00
Acct 5002-Old Republic Title Company
Thursday, FEB 05, 2015 11:46:49
Ttl Pd$13,939.00 Nbr-0005097538
okc/RE/1-14

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Patrick McNerney
14 Mint Plaza, Fifth Floor
San Francisco, CA 94103

Mail Tax Statements to:

Patrick McNerney
14 Mint Plaza, Fifth Floor
San Francisco, CA 94103

CRTC
0227015427 DP
Blk 5087, lots 4 & 5
2201 Bayshore Blvd.

Space Above Line for Recorder's Use Only

(1567-58)

DOCUMENTARY TRANSFER TAX $ 13,875.00
XX Computed on the full value of the property conveyed
___ Computed on the full value less liens and encumbrances remaining at the time of sale
___ Not a sale (Rev. & Tax. Code Section 11927(a))

Signature of Declarant or Agent Determining Tax

QUITCLAIM DEED

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation), Grantor, in consideration of the sum of Ten Dollars ($10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto **PATRICK McNERNEY,** an individual, as his sole and separate property, Grantee, whose address is 14 Mint Plaza, Fifth Floor, San Francisco, California 94103 and unto his heirs and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate (hereinafter the "Property") situated in the City and County of San Francisco, State of California, identified and more particularly described as "Fee Parcel" in **Exhibit A**, hereto attached and hereby made a part hereof, together with any and all of Grantor's right, title and interest in and to portions of that certain Form of Railroad Easement reserved by Southern Pacific Transportation Company in that certain Grant Deed dated August 1, 1990, and recorded on August 10, 1990 in the Official Records of San Francisco County, California, as Instrument No. E761808, as modified by that certain Deed Correcting Description of Rail Easement dated July 23, 1991, and recorded on August 22, 1991 in the Official Records of San Francisco County, California, identified and more particularly described as "Schedule 1", "Schedule 2" and "Schedule 3" in the attached **Exhibit A** ("Railroad Easement").

EXCEPTING FROM THIS QUITCLAIM AND RESERVING UNTO GRANTOR, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by Grantee, its successors or assigns.

Except as may be otherwise provided in a written assignment or other written agreement between Grantor and Grantee, Grantor reserves all income (including, without limitation, rentals, license fees and royalties) from any existing license and other existing rights to use the Property and renewals thereof granted by Grantor or Grantor's predecessors in interest. Grantee agrees that if Grantee receives any such income, Grantee will promptly forward the income to Grantor.

Covenants.

The Property is quitclaimed by Grantor subject to the following covenants, conditions and restrictions which Grantee by the acceptance of this Deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

Fence Covenant. Grantee, at its sole cost and expense, shall install, within ninety (90) days after the recording of this Deed, and thereafter maintain fencing or other barriers to prevent access to or encroachment on the railroad right-of-way of Grantor adjacent to the easterly boundary of the Property. The fencing or barrier must be of a design and type satisfactory to Grantor, and in compliance with applicable building codes. Grantee shall submit the plans for the fencing or barrier construction to:

Union Pacific Railroad Company
Assistant Vice President-Real Estate (Folder No. 1567-58)
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179

for review and approval. Grantor shall complete such review and make appropriate response to Grantee within twenty (20) days after receipt of such plans by Grantor. Grantor shall not unreasonably withhold its approval of such plans. Such approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the fence as constructed will be structurally sound.

Railroad Proximity Covenant.

(a) Grantee acknowledges that the property abutting the easterly boundary line of the Property is dedicated and used for railroad purposes, that railroad operations may create noise, vibrations, emissions, fumes and odors twenty-four (24) hours a day, and that the amount, nature and intensity of railroad operations may increase or change (collectively, the

"Permitted Effects"). Grantee accepts the Property subject to the existence of the Permitted Effects. By acceptance of the Property, Grantee agrees that, at Grantee's sole cost and expense, as part of the development of the Property, Grantee shall design and install and/or construct and thereafter maintain improvements to reduce or limit the Permitted Effects and to comply with all governmental requirements, if any, which may be imposed as a condition to the development and use of the Property because of the Permitted Effects.

(b) Grantee shall not, and hereby waives all rights to, (i) institute legal proceedings against Grantor to reduce or lessen the Permitted Effects, and (ii) directly or indirectly participate in petition drives, lobbying efforts or other activities seeking the enactment of federal, state or local laws or ordinances to reduce or lessen the Permitted Effects. Any party breaching such covenant shall reimburse Grantor for all costs incurred by Grantor to comply with any such orders, laws or ordinances, including, without limitation, attorney fees and court costs.

(c) If Grantee sells or leases all or any portion of the Property, Grantee shall require all purchasers and tenants to acknowledge the location of the railroad operations abutting the Property and the existence of the Permitted Effects, and to agree in writing, for the benefit of Grantor, to comply with the above covenants.

Covenants To Run With Land. The foregoing covenants, conditions and restrictions shall run with the Property, the burdens of which will be binding on the successors and assigns of Grantee, and the benefits of which will inure to the successors and assigns of Grantor. A breach of the foregoing covenants, conditions and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

Environmental.

"As Is" Sale. Grantee acknowledges and agrees that the Property and the Railroad Easement have been sold and quitclaimed to and accepted by Grantee in an "as is" condition with all faults, and that the Property and the property over which the Railroad Easement is located ("Railroad Easement Area") have been used for, among other things, railroad operating right-of-way and for other commercial or industrial purposes. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property, Railroad Easement Area or Railroad Easement or any of such related matters; in particular, but without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, Railroad Easement Area or Railroad Easement, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters (including but not limited to the existence of Hazardous Materials, in, on, under or emanating to or from the Property), compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements (collectively, "Condition of the Property"). Grantee acknowledges and agrees that the Property and Railroad Easement have been sold and quitclaimed on the basis of Grantee's own

investigation of the physical and environmental conditions of the Property and Railroad Easement Area, including the subsurface conditions and Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. For purposes of this Deed, "Hazardous Materials" means any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, asbestos, hazardous waste or substances or toxic waste or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", "toxic materials" or "toxic substances" under any applicable federal, state or local law or regulation now or hereafter in effect.

Release. GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES GRANTOR, GRANTOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON ACTING ON BEHALF OF GRANTOR, OF AND FROM ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH GRANTEE NOW HAS OR WHICH GRANTEE MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE CONDITION OF THE PROPERTY OR RAILROAD EASEMENT AREA, INCLUDING, WITHOUT LIMITATION, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY AND RAILROAD EASEMENT AREA (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY AND RAILROAD EASEMENT AREA BY ANY HAZARDOUS MATERIALS), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING APPLIES REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS. WITH RESPECT TO THE FOREGOING RELEASE, GRANTEE EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

> **1542. Certain Claims Not Affected by General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Indemnity. FROM AND AFTER CLOSING, GRANTEE SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND

EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER, ADJACENT OR EMANATING FROM OR TO THE PROPERTY BY ANY HAZARDOUS MATERIALS), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING APPLIES REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

General Allocation of Environmental Responsibility. With respect to any existing or future presence of Hazardous Materials in, under or emanating to or from the Property or Railroad Easement Area, Grantee, at no cost to Grantor, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or which may otherwise be necessary to make the Property or Railroad Easement Area suitable for Grantee's use of the Property or Railroad Easement Area.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the 21st day of January, 2015.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

Attest:

Barbara Holder
Assistant Secretary

By: Tony Love
Title: Assistant Vice President – Real Estate

(Seal)

Grantee hereby accepts this Quitclaim Deed and agrees for himself, his heirs and assigns, to be bound by the covenants set forth herein.

Dated this 2ND day of ~~January~~ FEBRUARY, 2015.

PATRICK McNERNEY

STATE OF NEBRASKA)
) **ss.**
COUNTY OF DOUGLAS)

On January 21, 2015, before me, Gregg A Larsen, Notary Public in and for said County and State, personally appeared TONY K. LOVE and Barbara Holder who are the Assistant Vice President – Real Estate and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

GENERAL NOTARY - State of Nebraska
GREGG A. LARSEN
My Comm. Exp. Aug. 28, 2016

Notary Public

(Seal)

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this 2nd day of ~~January~~ February, 2015, before me, June Y Williams, Notary Public, personally appeared PATRICK McNERNEY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

June Y Williams
Notary Public

(Seal)

JUNE Y. WILLIAMS
COMM. #1997789
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Nov. 11, 2016

PC01

Union Pacific Railroad Company

San Francisco County, California

Exhibit "A"

FEE PARCEL

THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN FRANCISCO, CITY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL 4 AND 5 AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS, PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT NO. 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT NO. 4 SOUTH 74°37'31" EAST (SHOWN AS "SOUTH 75°48'30" EAST" ON SAID PARCEL MAP) 55.07 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO); THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 15°18'45" WEST, HAVING A RADIUS OF 5785.096 FEET, THROUGH A CENTRAL ANGLE OF 1°17'04" AN ARC DISTANCE OF 129.70 FEET TO THE WESTERLY LINE OF SAID LOT NO. 5; THENCE CONTINUING SOUTHERLY ALONG SAID CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 5°21'01" AN ARC DISTANCE OF 540.10 FEET TO THE SOUTHERLY LINE OF SAID LOT NO. 5; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT NO. 5 NORTH 72°09'01" WEST (SHOWN AS "NORTH 73°20' WEST" ON SAID PARCEL MAP) 117.46 FEET TO SOUTHEASTERLY LINE OF SAID LOT NO. 4; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 32°17'13" WEST 29.95 FEET; THENCE NORTH 17°58'59" EAST (SHOWN AS "SOUTH 16°48'00" WEST" ON SAID PARCEL MAP) 309.26 FEET; THENCE SOUTH 71°57'37" EAST 19.979 FEET; THENCE NORTH 17°58'59" EAST 304.33 FEET; THENCE NORTH 74°37'31" WEST 20.00 FEET; THENCE NORTH 17°58'59" EAST 80.00 FEET TO THE POINT OF BEGINNING.

PORTION OF ASSESSOR'S LOTS 004 AND 005, BLOCK 5087

SCHEDULE 1
(MAIN LINE EASTMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (SIGNAL CABINET AREA)

COMMENCING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE HAVING A DISTANCE OF 109.964 FEET AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, AND 5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY; THENCE SOUTH 17°58'59" WEST ALONG SAID COURSE, 3.2 FEET TO A CHAIN LINK FENCE; THENCE SOUTH 32°17'13" WEST ALONG SAID FENCE, 21.6 FEET TO A FENCE POST; THENCE SOUTH 17°42'55" WEST, CONTINUING ALONG SAID FENCE, 100.2 FEET TO ANOTHER FENCE POST; THENCE SOUTH 69°17'37" EAST, CONTINUING ALONG SAID FENCE, 117.3 FEET TO ANOTHER FENCE POST; THENCE NORTH 9°22'01" EAST, CONTINUING ALONG SAID FENCE, 2.0 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN TO BE DESCRIBED; THENCE CONTINUING NORTH 9°22'01" EAST ALONG SAID FENCE, 22.0 FEET; THENCE SOUTH 80°37'59" EAST, LEAVING SAID FENCE, 22.8 FEET; THENCE SOUTH 9°22'01" WEST 22.0 FEET; THENCE NORTH 80°37'59" WEST 22.8 FEET TO THE TRUE POINT OF BEGINNING.

SCHEDULE 2
(DRILL & SPUR TRACK EASEMENT)

THOSE CERTAIN PARCELS OR STRIPS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE LYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REEL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT TA POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTH 15°19'08" WEST ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, 88.81 FEET TO A POINT IN THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, LAST SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 68.75 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8, LAST SAID POINT BEING TRUE POINT OF BEGINNING OF

THE LINE HEREIN TO BE DESCRIBED; THENCE SOUTHERLY AND SOUTHWESTERLY AND SOUTHERLY CONTINUING ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 3.62 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10", AN ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18' WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; SOUTH 32°19'44" WEST, TANGENT TO THE LAST SAID CURVE AT LAST SAID POINT, 161.72 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 286.483 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 177.35 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 544.20 FEET.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

ALSO, EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAID COUNTY OF SAN MATEO.

PARCEL NO. 3: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE, LAYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REAL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 92.43 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10' AND ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; AND SOUTH 32°19'44" WEST, TANGENT TO LAST SAID CURVE AT

LAST SAID POINT, 53.00 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY (WHICH TRACK DIVERGES NORTHERLY FROM SAID CENTER LING OF SAID COMPANY'S DRILL TRACK) AND THE TRUE POINT OF BEGINNING OF THE LINE HEREIN TO BE DESCRIBED; THENCE NORTHERLY ALONG SAID CENTER OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 81.00 FEET TO A POINT; NORTHERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 110.76 FEET TO A POINT; AND NORTH 9°22'01' EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 109.53 FEET.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED 30 FOOT WIDE STRIP OF LAND, HEREIN ABOVE DESCRIBED IN "PARCEL NO. 3, LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

SCHEDULE 3
(ACCESS ROADWAY EASEMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (ROADWAY AREA)

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, &5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO), SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 115.29 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8; THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE, ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 8°40'41" WEST, HAVING A RADIUS OF 5785.096 FEET, A CENTRAL ANGLE OF 0°51'24", AN ARC DISTANCE OF 86.50 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK (WHICH LIES WESTERLY OF AND WHICH DIVERGES NORTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK AND WHICH DRILL TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE), AND WHICH SAID DRILL TRACK CROSSES THE COMMON COUNTY LINE BETWEEN COUNTY OF SAN FRANCISCO AND COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID PARALLEL AND

CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 9°22'01" WEST 67.82 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 367.245 FEET, A CENTRAL ANGLE OF 16°36'08", AN ARC DISTANCE OF 106.41 FEET TO A POINT; AND SOUTH 25°58'09" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 80.17 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE SOUTHWESTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 32°19'44" WEST 107.88 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 271.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 168.08 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 356.47 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SUNNYDALE AVENUE, 66 FEET WIDE; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTH 69°24'23" WEST ALONG SAID PROLONGATION, 65.40 FEET TO A POINT IN THE MOST WESTERLY LINE OF SAID LOT NO. 8, LAST SAID POINT BEING THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN ON SAID MAP HAVING A DISTANCE OF "66.00'"; THENCE NORTH 20°35'37" EAST ALONG LAST SAID WESTERLY LINE, 43.00 FEET TO A LINE PARALLEL WITH AND DISTANT 10.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY PROLONGATION OF THE CENTER LINE OF SAID SUNNYDALE AVENUE; THENCE SOUTH 69°24'23" EAST ALONG LAST SAID PROLONGATION, 13.70 FEET TO A POINT; THENCE EASTERLY AND NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 42°50'23", AN ARC DISTANCE OF 130.85 FEET TO A POINT IN A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE NORTHEASTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 67°45'14" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 246.15 FEET TO A POINT; NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 251.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 155.71 FEET TO A POINT; AND NORTH 32°19'44" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 106.77 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK; THENCE NORTHERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 79.06 FEET TO A POINT; NORTHEASTERLY AND NORTHERLY ON A CURVE TO THE LEFT TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 347.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 100.62 FEET TO A POINT; AND NORTH 9°22'01" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 67.27 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 95.00 FEET WESTERLY, MEASURED RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTHERLY ALONG LAST SAID CONCENTRIC LINE, ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT BEARS NORTH 7°49'17" EAST, HAVING A RADIUS OF 5805.096 FEET, A CENTRAL ANGLE OF 0°53'19", AN ARC DISTANCE OF 90.03 FEET TO SAID NORTHERLY LINE OF SAID LOT NO. 8; THENCE SOUTH 72°09'01" EAST ALONG LAST SAID NORTHERLY LINE, 20.26 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.519 OF AN ACRE, MORE OR LESS.

INGRESS/EGRESS AREA

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 4, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS AT PAGE 40, IN THE OFFICE OF THE COUNTY RECORDERS OF THE CITY AND COUNTY OF SAN FRANCISCO, LYING SOUTHERLY OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT NO. 7 OF SAID PARCEL MAP.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE

LD 0156758
January 16, 2015

EXHIBIT 4

TO

VERIFIED COMPLAINT TO QUIET TITLE, FOR DECLARATORY RELIEF AND FOR PRELIMINARY AND PERMANENT INJUNCTION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court

Description of Exhibit:

Grant Deed from Patrick McNerney to 424 Jessie Historic Properties, LLC dated August 17, 2016 and recorded on September 14, 2016 in the Official Records of San Francisco as Instrument No. 2016-K328238-00

EXHIBIT 4

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.:
APN: 5087; Portions of 005 and 004 ✓
Situs: APN 5087; portion of Lot 004 and 005 ✓
No Property address

When Recorded Mail Document and Tax Statements to:

424 Jessie Historic Properties, LLC
14 Mint Plaza, 5th Floor
San Francisco, CA 94103

20169K32823800008
San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC 2016-K328238-00
Acct 5002-Old Republic Title Company
Wednesday, SEP 14, 2016 08:44:57
Ttl Pd $39.00 Nbr-0005457639
oar/RE/1-8

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is $0.00 transfer from individual name to single member LLC
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of San Francisco

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Patrick McNerney, an individual, as his sole and separate property

hereby GRANT(S) to
424 Jessie Historic Properties, LLC, a California limited liability company

that property in City of San Francisco, San Francisco County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

Date: August 17, 2016

Patrick McNerney

cription: San Francisco,CA Document - Year.DocID 2016.328238 Page: 1 of 8

EXH. - 7 775

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 San Francisco

On 9.12.16 before me, June Y Williams a Notary Public, personally appeared Patrick McNerney, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: June Y Williams

Name: June Y Williams
(Typed or Printed)

(Seal)

PC01 JUNE Y. WILLIAMS COMM. #1997789 NOTARY PUBLIC-CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Nov. 11, 2016 PC01

Exhibit "A"

FEE PARCEL

THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN FRANCISCO, CITY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL 4 AND 5 AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS, PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT NO. 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT NO. 4 SOUTH 74°37'31" EAST (SHOWN AS "SOUTH 75°48'30" EAST" ON SAID PARCEL MAP) 55.07 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO); THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 15°18'45" WEST, HAVING A RADIUS OF 5785.096 FEET, THROUGH A CENTRAL ANGLE OF 1°17'04" AN ARC DISTANCE OF 129.70 FEET TO THE WESTERLY LINE OF SAID LOT NO. 5; THENCE CONTINUING SOUTHERLY ALONG SAID CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 5°21'01" AN ARC DISTANCE OF 540.10 FEET TO THE SOUTHERLY LINE OF SAID LOT NO. 5; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT NO. 5 NORTH 72°09'01" WEST (SHOWN AS "NORTH 73°20' WEST" ON SAID PARCEL MAP) 117.46 FEET TO SOUTHEASTERLY LINE OF SAID LOT NO. 4; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 32°17'13" WEST 29.95 FEET; THENCE NORTH 17°58'59" EAST (SHOWN AS "SOUTH 16°48'00" WEST" ON SAID PARCEL MAP) 309.26 FEET; THENCE SOUTH 71°57'37" EAST 19.979 FEET; THENCE NORTH 17°58'59" EAST 304.33 FEET; THENCE NORTH 74°37'31" WEST 20.00 FEET; THENCE NORTH 17°58'59" EAST 80.00 FEET TO THE POINT OF BEGINNING.

PORTION OF ASSESSOR'S LOTS 004 AND 005, BLOCK 5087

SCHEDULE 1
(MAIN LINE EASTMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (SIGNAL CABINET AREA)

COMMENCING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE HAVING A DISTANCE OF 109.964 FEET AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, AND 5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY; THENCE SOUTH 17°58'59" WEST ALONG SAID COURSE, 3.2 FEET TO A CHAIN LINK FENCE; THENCE SOUTH 32°17'13" WEST ALONG SAID FENCE, 21.6 FEET TO A FENCE POST; THENCE SOUTH 17°42'55" WEST, CONTINUING ALONG SAID FENCE, 100.2 FEET TO ANOTHER FENCE POST; THENCE SOUTH 69°17'37" EAST, CONTINUING ALONG SAID FENCE, 117.3 FEET TO ANOTHER FENCE POST; THENCE NORTH 9°22'01" EAST, CONTINUING ALONG SAID FENCE, 2.0 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN TO BE DESCRIBED; THENCE CONTINUING NORTH 9°22'01" EAST ALONG SAID FENCE, 22.0 FEET; THENCE SOUTH 80°37'59" EAST, LEAVING SAID FENCE, 22.8 FEET; THENCE SOUTH 9°22'01" WEST 22.0 FEET; THENCE NORTH 80°37'59" WEST 22.8 FEET TO THE TRUE POINT OF BEGINNING.

SCHEDULE 2
(DRILL & SPUR TRACK EASEMENT)

THOSE CERTAIN PARCELS OR STRIPS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE LYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REEL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT TA POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTH 15°19'08" WEST ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, 88.81 FEET TO A POINT IN THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099 & 5101, SAN FRANCISCO, CALIFORNIA," AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, LAST SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 68.75 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8, LAST SAID POINT BEING TRUE POINT OF BEGINNING OF

THE LINE HEREIN TO BE DESCRIBED; THENCE SOUTHERLY AND SOUTHWESTERLY AND SOUTHERLY CONTINUING ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 3.62 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10", AN ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18' WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; SOUTH 32°19'44" WEST, TANGENT TO THE LAST SAID CURVE AT LAST SAID POINT, 161.72 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 286.483 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 177.35 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 544.20 FEET.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

ALSO, EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAID COUNTY OF SAN MATEO.

PARCEL NO. 3: (DRILL AND SPUR TRACK AREA)

A STRIP OF LAND, 30 FEET WIDE, LAYING EQUALLY 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE 0.411 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 13, 1985, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO STATE OF CALIFORNIA, RECORDED JUNE 26, 1985, AS INSTRUMENT D660213, REAL D867, PAGE 591, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 6°33'34" WEST 309.26 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY (WHICH TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE) AND WHICH CROSSES THE COMMON COUNTY LINE BETWEEN THE COUNTY OF SAN FRANCISCO AND THE COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY ALONG SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: SOUTH 15°19'08" WEST 92.43 FEET TO A POINT; SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 3564.239 FEET, A CENTRAL ANGLE OF 0°22'10' AND ARC DISTANCE OF 22.99 FEET TO A POINT; SOUTH 15°41'18" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 152.89 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°38'26", AN ARC DISTANCE OF 111.02 FEET TO A POINT; AND SOUTH 32°19'44" WEST, TANGENT TO LAST SAID CURVE AT

LAST SAID POINT, 53.00 FEET TO A POINT IN THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY (WHICH TRACK DIVERGES NORTHERLY FROM SAID CENTER LING OF SAID COMPANY'S DRILL TRACK) AND THE TRUE POINT OF BEGINNING OF THE LINE HEREIN TO BE DESCRIBED; THENCE NORTHERLY ALONG SAID CENTER OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK RIGHT OF WAY, THE COURSES AND CURVATURES THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 81.00 FEET TO A POINT; NORTHERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 382.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 110.76 FEET TO A POINT; AND NORTH 9°22'01' EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 109.53 FEET.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED 30 FOOT WIDE STRIP OF LAND, HEREIN ABOVE DESCRIBED IN "PARCEL NO. 3, LYING EASTERLY OF AND COINCIDENT WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO).

SCHEDULE 3
(ACCESS ROADWAY EASEMENT)

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (NOT INCLUDED)

PARCEL NO. 2: (ROADWAY AREA)

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF LOT NO. 8, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A PORTION OF ASSESSOR'S BLOCK 5087, 5099, &5101, SAN FRANCISCO, CALIFORNIA", AS PER MAP FILED JULY 16, 1980, IN BOOK 16 OF PARCEL MAPS, PAGE 40, RECORDS OF SAID COUNTY, WITH A LINE CONCENTRIC WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE - SAN FRANCISCO), SAID POINT BEING DISTANT NORTH 72°09'01" WEST ALONG SAID NORTHERLY LINE, 115.29 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT NO. 8; THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE, ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 8°40'41" WEST, HAVING A RADIUS OF 5785.096 FEET, A CENTRAL ANGLE OF 0°51'24", AN ARC DISTANCE OF 86.50 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK (WHICH LIES WESTERLY OF AND WHICH DIVERGES NORTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK AND WHICH DRILL TRACK LIES WESTERLY OF AND WHICH DIVERGES SOUTHERLY, SOUTHWESTERLY, AND SOUTHERLY FROM THE CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S EASTBOUND MAIN TRACK (SAN FRANCISCO - SAN JOSE), AND WHICH SAID DRILL TRACK CROSSES THE COMMON COUNTY LINE BETWEEN COUNTY OF SAN FRANCISCO AND COUNTY OF SAN MATEO AT A POINT DISTANT SOUTH 88°58'58" EAST ALONG SAID COUNTY LINE, 237.36 FEET FROM ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 105.67 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF BAYSHORE BOULEVARD); THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID PARALLEL AND

CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 9°22'01" WEST 67.82 FEET TO A POINT; SOUTHERLY AND SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 367.245 FEET, A CENTRAL ANGLE OF 16°36'08", AN ARC DISTANCE OF 106.41 FEET TO A POINT; AND SOUTH 25°58'09" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 80.17 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 15.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE SOUTHWESTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: SOUTH 32°19'44" WEST 107.88 FEET TO A POINT; SOUTHWESTERLY ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 271.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 168.08 FEET TO A POINT; AND SOUTH 67°45'14" WEST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 356.47 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SUNNYDALE AVENUE, 66 FEET WIDE; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTH 69°24'23" WEST ALONG SAID PROLONGATION, 65.40 FEET TO A POINT IN THE MOST WESTERLY LINE OF SAID LOT NO. 8, LAST SAID POINT BEING THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN ON SAID MAP HAVING A DISTANCE OF "66.00'"; THENCE NORTH 20°35'37" EAST ALONG LAST SAID WESTERLY LINE, 43.00 FEET TO A LINE PARALLEL WITH AND DISTANT 10.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY PROLONGATION OF THE CENTER LINE OF SAID SUNNYDALE AVENUE; THENCE SOUTH 69°24'23" EAST ALONG LAST SAID PROLONGATION, 13.70 FEET TO A POINT; THENCE EASTERLY AND NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 42°50'23", AN ARC DISTANCE OF 130.85 FEET TO A POINT IN A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S DRILL TRACK; THENCE NORTHEASTERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 67°45'14" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 246.15 FEET TO A POINT; NORTHEASTERLY ON A CURVE TO THE LEFT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 251.843 FEET, A CENTRAL ANGLE OF 35°25'30", AN ARC DISTANCE OF 155.71 FEET TO A POINT; AND NORTH 32°19'44" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 106.77 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND DISTANT 35.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S TAIL TRACK; THENCE NORTHERLY ALONG LAST SAID PARALLEL AND CONCENTRIC LINE, THE COURSES AND CURVATURE THEREOF AS FOLLOWS: NORTH 25°58'09" EAST 79.06 FEET TO A POINT; NORTHEASTERLY AND NORTHERLY ON A CURVE TO THE LEFT TANGENT TO LAST SAID CURVE AT LAST SAID POINT IS LAST DESCRIBED COURSE, HAVING A RADIUS OF 347.245 FEET, A CENTRAL ANGLE OF 16°36'08", AND ARC DISTANCE OF 100.62 FEET TO A POINT; AND NORTH 9°22'01" EAST, TANGENT TO LAST SAID CURVE AT LAST SAID POINT, 67.27 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 95.00 FEET WESTERLY, MEASURED RADIALLY FROM SAID CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK; THENCE LEAVING LAST SAID PARALLEL AND CONCENTRIC LINE, NORTHERLY ALONG LAST SAID CONCENTRIC LINE, ON A CURVE TO THE RIGHT, TANGENT TO LAST SAID CURVE AT LAST SAID POINT BEARS NORTH 7°49'17" EAST, HAVING A RADIUS OF 5805.096 FEET, A CENTRAL ANGLE OF 0°53'19", AN ARC DISTANCE OF 90.03 FEET TO SAID NORTHERLY LINE OF SAID LOT NO. 8; THENCE SOUTH 72°09'01" EAST ALONG LAST SAID NORTHERLY LINE, 20.26 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.519 OF AN ACRE, MORE OR LESS.

INGRESS/EGRESS AREA

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 4, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 16, 1980 IN BOOK 16 OF PARCEL MAPS AT PAGE 40, IN THE OFFICE OF THE COUNTY RECORDERS OF THE CITY AND COUNTY OF SAN FRANCISCO, LYING SOUTHERLY OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT NO. 7 OF SAID PARCEL MAP.

EXHIBIT 5

TO

VERIFIED COMPLAINT TO QUIET TITLE, FOR DECLARATORY RELIEF AND FOR PRELIMINARY AND PERMANENT INJUNCTION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court

Description of Exhibit:

Application Packet for Preliminary Project Assessment Submitted by Martin Building Company to San Francisco Planning Department dated May 8, 2015

EXHIBIT 5

RECEIVED DATE: For Staff Use only	
ISSUE BY DATE: For Staff Use only	

SAN FRANCISCO PLANNING DEPARTMENT

APPLICATION PACKET FOR

Preliminary Project Assessment

Planning Department
1650 Mission Street
Suite 400
San Francisco, CA
94103-9425

T: 415.558.6378
F: 415.558.6409

Planning Department staff are available to advise you in the preparation of this application. Call (415) 558-6377 for further information.

WHAT IS A PRELIMINARY PROJECT ASSESSMENT?

The Preliminary Project Assessment (PPA) is a preliminary process that evaluates moderate to large projects before development applications are filed. This early viewing of the project provides sponsors with feedback and procedural instructions, and also allows staff to coordinate at the beginning in the development process. The PPA application is not a development application. Issuance of a PPA letter is not a development approval or denial.

WHEN IS A PRELIMINARY PROJECT ASSESSMENT NECESSARY?

A PPA is required for any project that is

1) creating 7 or more dwelling units, and/or

2) changes of use of 25,000 square feet or more, and/or

3) constructing a new non-residential building or addition of 10,001 square feet or more.

The Department may also request other complex projects not meeting these thresholds to undergo a PPA.

HOW DOES THE PROCESS WORK?

PPA applications must be submitted in person at the Planning Information Center, 1660 Mission Street, first floor, with the required materials along with a check payable to the Planning Department. (Please consult the current fee schedule, available at the Planning Information Center.) The application will not be accepted by mail, messenger or at the Planning Department reception desk. Applicants may request a 30-minute meeting with the assigned planners to present and explain the proposal to Department staff. The purpose of this meeting is not for planners to provide feedback on the project, but to give applicants the opportunity to clearly present the project to the Department. The Department will issue a PPA letter to the applicant within 90 days. Revising or submitting new materials may result in a restart of the 90-day timetable. The letter includes procedural requirements (applications, approvals, etc.) and general comments on design and other significant issues. The letter is valid for a period of 18 months. Sponsors may elect to schedule one project review meeting with Department staff within 30 days of the issuance of the PPA letter.

An Environmental Evaluation ("EE") application will be accepted for filing concurrently with PPA applications, rather than only after PPA letter issuance. To the extent appropriate, EE applications submitted prior to the PPA letter issuance should be amended to address input from the PPA letter.

WHO MAY APPLY FOR A PRELIMINARY PROJECT ASSESSMENT?

Any property owner or authorized agent of a property owner may file a PPA application.

INSTRUCTIONS:

1. Please fill out the attached Application for a PPA. If the applicant in this case is the authorized agent of the property owner, rather than the owner, a letter signed by the owner and creating or acknowledging that agency must be attached and included in the application for the PPA.

2. In all cases the application must be accompanied by **two** sets of 11 x 17 inch plans sufficient for proper PPA review, as well as an electronic copy of the completed application and plans. A **plot plan** is required, showing accurately the subject lot and adjacent lots, and existing and proposed structures on both the subject property and on immediately adjoining properties, open spaces, driveways, parking areas, trees, and land contours where relevant. Where the size or use of floor areas is material to the project, **floor plans** will also be required. Drawings of building **elevations** must be provided, even if they lack facade details.

   Basic 3D representations of the project are also helpful. The Department staff can assist in determining what plans are required. The plans must be dimensioned or include an accurate scale, and should also include a north arrow and a legend for relevant symbols and/or notes.

3. **Photographs**, unmounted, large enough to show the nature of the property, but not over 8 1/2 x 14 inches are helpful in reviewing PPA applications.

4. All plans and other exhibits submitted with this application will be retained as part of the permanent public record in this PPA.

5. **Planning Code Fees**: Please refer to the Planning Department Fee Schedule for fees related to this application. The Fee Schedule may be obtained from the Planning Department's website at www.sfgov.org/planning or in person at the Public Information Counter (PIC) located at 1660 Mission Street, San Francisco, CA 94103. For questions related to the Fee Schedule, please call the PIC at 415.558.6377. The PPA fee will be credited to a subsequent development application fee for the same project. However, time and materials will be charged if staff costs exceed the initial fee.

To file your Preliminary Project Assessment application, submit in person at the Planning Information Center, 1660 Mission Street, first floor, with the required materials along with a check payable to the Planning Department. The application will not be accepted at the PIC if incomplete, and will not be accepted by mail, messenger or at the Planning Department reception desk.

1. Owner/Applicant Information

PROPERTY OWNER'S NAME:		
Martin Building Company		
ADDRESS:	ZIP CODE:	TELEPHONE:
14 Mint Plz, 5th Floor, San Francisco	94103	(415)442.4800
PROPERTY OWNER'S EMAIL:		
julie@martinbuilding.com		

APPLICANT'S NAME:		
Same as Above ☐ Reuben, Junius and Rose: Andrew Junius		
ADDRESS:	ZIP CODE:	TELEPHONE:
One Bush Street, Suite 600, San Francisco	94104	(415)567-9000
APPLICANT'S EMAIL:		

CONTACT FOR PROJECT INFORMATION:		
Same as Above Owner ☐ or Applicant ■		
ADDRESS:	ZIP CODE:	TELEPHONE:
		( )
CONTACT PERSON EMAIL:		

Request a meeting with PPA planner(s)? YES ☑ NO ☐

2. Location and Classification

STREET ADDRESS OF PROJECT:	ZIP CODE:
2201 Bayshore Blvd	94134
CROSS STREETS:	
Blanken Ave	

ASSESSORS BLOCK/LOT:	LOT DIMENSIONS:	LOT AREA (SQ FT):	ZONING DISTRICT:	HEIGHT/BULK DISTRICT:
5087 / 004/5	~86'x	49,532	MUG*	

*Project Sponsor will request a change in zoning from M-1 to MUG

3. Project Description

Please Check

New Construction ■ Demolition ☐ Alteration ☐ Change of Use ☐ Change of Hours ☐ Other ☐

Describe what is to be done:

Construction of two new residential buildings, with the south building being 7 stories above grade with 2 below grade parking levels, and the north building being 6 stories above grade with 2 below grade storage levels.

Additions to Building: Rear ☐ Front ☐ Height ☐ Side Yard ☐

Present or Previous Use: .....

Proposed Use: .....

4. Project Summary Table

If you are unsure of the final size of the project, provide maximum estimates. TOTALS DO NOT AUTO CALCULATE.

	EXISTING USES:	EXISTING USES TO BE RETAINED:	NET NEW CONSTRUCTION AND/OR ADDITION:	PROJECT TOTALS:
GROSS SQUARE FOOTAGE (GSF)				
Residential	0	0	187,915	187,915
Retail	0	0	0	
Office	0	0	0	
Industrial/PDR *Production, Distribution, & Repair*	0	0	0	
Parking	0	0	60,142	60,142
Other (Specify Use)	0	0	18,320	18,320
TOTAL GSF	0	0	266,377	266,377
PROJECT FEATURES				
Dwelling Units	0	0	205	205
Hotel Rooms	0	0	0	0
Parking Spaces	0	0	156	156
Loading Spaces	0	0	1	1
Number of Buildings	0	0	2	2
Height of Building(s)	0	0	57' & 68'	57' & 68'
Number of Stories	0	0	6 & 7, respectively	6 & 7, respectively

Please describe any additional project features that are not included in this table:
(Attach a separate sheet if more space is needed)

Project includes a solarium on the 7th floor of the South Building.

*Residential area includes circulation, MEP, lobby, etc.
**Other Use listed above is tenant storage in North Building

The Project was included in the Visitaction Valley and Schlage Lock Plan area and proposed for re-zoning, but it was omitted when the Plan's re-zoning legislation was passed in 2014. To allow development on the site consistent with the purposes and policies of the Visitacion Valley and Schlage Lock Plan, the Project will require re-zoning from M-1 to MUD, from 40-X height and bulk district to 57-X and 68-X, and from Zone 1 to Zone 2 of the Visitaction Valley/Schlage Lock SUD.

5. Additional Project Information

Please answer each question to the best of your ability. If the answer is unknown, please state so and provide a brief explanation. Please note that providing more information about the proposed project may result in additional and/or more detailed feedback from the Department.

1. Would the project involve a major alteration of a structure constructed 45 or more years ago or a structure in an historic district? ☐ YES ☑ NO

2. Would the project involve demolition of a structure constructed 45 or more years ago or a structure located in an historic district? ☐ YES ☑ NO

3. Would the project result in excavation or soil disturbance/modification? ☑ YES ☐ NO

   If yes, how many feet below grade would be excavated? South Building: Approx. 14' / North Building: Approx 20'

   What type of foundation would be used (if known)? _____

4. Is the project site located in an area of potential geotechnical hazard as identified in the San Francisco General Plan or on a steep slope or would the project be located on a site with an average slope of 20% or more? ☐ YES ☑ NO

5. Would the project result in ground disturbance of 5,000 gross square feet or more? ☑ YES ☐ NO

6. Would the project result in a construction of a structure 80 feet or higher? ☐ YES ☑ NO

7. Would the project impact any public property or right(s)-of-way? ☐ YES ☑ NO

8. For any project site that is located on the Maher map or is suspected of containing hazardous materials (based on a previous use such as gas station, auto repair, dry cleaners, or heavy manufacturing, or a site with underground storage tanks): ☑ YES ☐ NO
   Would the project involve soil disturbance of any amount (including grading or minor excavation for utilities) or a change of use from industrial to commercial/residential?
   If yes, please describe and provide the amount of soil disturbance in cubic yards. 11,188 cuyd
   AND
   If yes, please describe.

9. Is the project related to a larger project, series of projects, or program? ☑ YES ☐ NO
   If yes, please describe.
   Related to, but not a part of, the Visitacion Valley/Schlage Lock Plan

10. Is the project in a Community Plan Area (for example, Market/Octavia)? If yes, please identify the area. ☑ YES ☐ NO
    Visitacion Valley

Estimated Construction Costs

TYPE OF APPLICATION: Preliminary Project Assessment	
OCCUPANCY CLASSIFICATION: R-2, S-2	
BUILDING TYPE: Type I	
TOTAL GROSS SQUARE FEET OF CONSTRUCTION: See table.	BY PROPOSED USES: See table.
ESTIMATED CONSTRUCTION COST: Appx. $30 million.	
ESTIMATE PREPARED BY: Project Sponsor	
FEE ESTABLISHED: $4,853	

Applicant's Affidavit

Under penalty of perjury the following declarations are made:
a: The undersigned is the owner or authorized agent of the owner of this property.
b: The information presented is true and correct to the best of my knowledge.
c: The other information or applications may be required.

Signature: _____ Date: May 8, 2015

Print name, and indicate whether owner, or authorized agent:

Mark Loper, Reuben, Junius & Rose, LLP

Owner / Authorized Agent (circle one)

Application Submittal Checklist

Applications listed below submitted to the Planning Department must be accompanied by this checklist and all required materials. The checklist is to be completed and **signed by the applicant or authorized agent and a Department staff person.**

APPLICATION MATERIALS	CHECKLIST
Application, with all blanks completed	☐
300-foot radius map, if applicable	■
Address labels (original), if applicable	■
Address labels (copy of the above), if applicable	■
Site Plan	☐
Floor Plan	☐
Elevations	☐
Section 303 Requirements (shown on info. sheet)	■
Prop. M Findings	■
Photographs	☐
Check payable to Planning Dept.	☐
Application signed by owner or agent	☐
Letter of authorization for agent	☐
Electronic copy of required materials	☐

NOTES:

☐ Required Material. Write "N/A" if you believe the item is not applicable, (e.g. letter of authorization is not required if application is signed by property owner.)

■ Typically would not apply. Nevertheless, in a specific case, staff may require the item.

Some applications will require additional materials not listed above. The above checklist does not include material needed for Planning review of a building permit. The "Application Packet" for Building Permit Applications lists those materials.

No application will be accepted by the Department unless the appropriate items on this checklist is completed. Receipt of this checklist, the accompanying application, and required materials by the Department serves to open a Planning file for the proposed project. After the file is established it will be assigned to a planner. At that time, the planner assigned will review the application to determine whether it is complete or whether additional information is required in order for the Department to make a decision on the proposal.

Acknowledgement and Signatures

OTHER APPLICATIONS THAT MAY BE REQUIRED:

By signing below, I acknowledge: That I have read and completed this form in its entirety; that I understand that receipt of these materials by the Department does not mean that the application has been accepted as complete; that all of the information provided in this application is accurate.

Signature: _____ Date: May 8, 2015

Print name, and indicate whether owner, or authorized agent:

Mark Loper, Reuben, Junius & Rose, LLP

Owner / Authorized Agent (circle one)

For Department Use Only

Application received by Planning Department:

By: _____ Date: _____

SAN FRANCISCO PLANNING DEPARTMENT

FOR MORE INFORMATION:
Call or visit the San Francisco Planning Department

Central Reception
1650 Mission Street, Suite 400
San Francisco, CA 94103-2479

TEL: **415.558.6378**
FAX: **415.558.6409**
WEB: **http://www.sfplanning.org**

Planning Information Center (PIC)
1660 Mission Street, First Floor
San Francisco, CA 94103-2479

TEL: **415.558.6377**
Planning staff are available by phone and at the PIC counter. No appointment is necessary.

MARTIN
BUILDING Co

May 5, 2015

Department of City Planning
City and County of San Francisco
1650 Mission Street
San Francisco, California 941030-2414

Re:	**Property Address:**	**2201 Bayshore Boulevard**
	Block/Lot:	**Block 5087, Lot 004 and portion of Lot 005**
	Applicant:	**Martin Building Company**
	Subject:	**Project Applications and Processing**

Dear Planning Department

Martin Building Company, owner of the above referenced property, hereby authorizes Reuben, Junius & Rose, LLP and its affiliated entities, employees, and agents, to take all necessary action, including but not limited to the signing of documents and the filing of applications, required to obtain entitlements and/or complete environmental review for a project at the above-referenced property.

Sincerely,

Martin Building Company
Julie Heinzler, AIA

By: _____

Title: Director of Architecture

MARTIN BUILDING COMPANY
14 Mint Plaza, 5th Floor
SAN FRANCISCO, CA 94103

East West Bank
369-9th Street
Oakland, CA 94607

21304

18-7038/3220

**** FOUR THOUSAND EIGHT HUNDRED FIFTY THREE AND 00/100 DOLLARS

TO THE ORDER OF

05/06/2015 $4,853.00***

San Francisco Planning Department
1650 MISSION STREET STE 400
SAN FRANCISCO, CA 94103

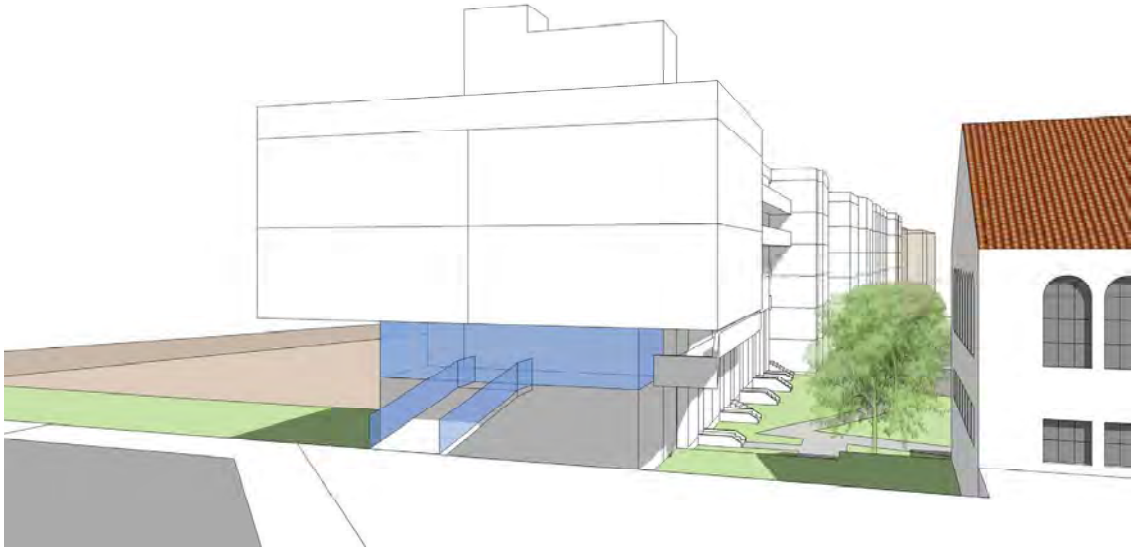
THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT

⑈021304⑈ ⑆322070381⑆84800994⑈

DATE:05/06/2015 CK#:21304 TOTAL:$4,853.00*** BANK:East West checking(mbcckng)
PAYEE:San Francisco Planning Department(sfplan)

Job(Prop)	Categ(Acct)	Invoice - Date	Description	Amount
2201baysh(mbc)	1525 (5050)	05/04/15-05/04/2015		4,853.00
				4,853.00

COPYRIGHT © 2015 BAR architects



BLANKEN AVENUE

APPLICATION FOR PRELIMINARY PROJECT ASSESSMENT
MAY 6, 2015

PROJECT VOLUNTARILY INCREASES ON-SITE AFFORDABILITY PROVISION TO 20%

BLANKEN AVENUE | SAN FRANCISCO, CA

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com
martinbuildingcompany

14093 | 05.06.15

SOUTH BUILDING STATISTICS

LEVEL	GSF	STUDIO	1 BR	2BR	TOTAL
ROOF	1,133 SF	-	-	-	-
LEVEL 7	24,003 SF	1	10	11	22
LEVEL 6	24,003 SF	1	12	12	25
LEVEL 5	24,003 SF	1	12	12	25
LEVEL 4	24,003 SF	1	12	12	25
LEVEL 3	24,003 SF	1	12	12	25
LEVEL 2	20,023 SF	1	6	8	15
LEVEL 1	23,459 SF	-	5	17	22
BASEMENT 1	30,071 SF	-	-	-	-
BASEMENT 2	30,071 SF	-	-	-	-
SOUTH TOTAL	201,313 SF	6	69	84	159

NORTH BUILDING STATISTICS

LEVEL	GSF	STUDIO	1 BR	2BR	TOTAL
ROOF	301 SF	-	-	-	-
LEVEL 6	7,266 SF	-	6	2	8
LEVEL 5	9,286 SF	-	6	4	10
LEVEL 4	9,286 SF	-	6	4	10
LEVEL 3	7,646 SF	-	6	2	8
LEVEL 2	5,385 SF	-	-	2	2
LEVEL 1	7,574 SF	-	-	8	8
BASEMENT 1	9,160 SF	-	-	-	-
BASEMENT 2	9,160 SF	-	-	-	-
NORTH TOTAL	65,064 SF	-	24	22	46

PROJECT TOTAL: 266,377 SF		**6**	**93**	**106**	**205**
UNIT MIX %		3.0%	45.3%	51.7%	100%

TOTAL RESIDENTIAL UNIT GSF: 180,351 GSF (EXCLUDING CIRCULATION, MEP, COMMON, ETC.)
TOTAL PARKING
SOUTH BASEMENT LEVEL 1
PARKING SPACES: 41 SPACES (INCLUDING 3 ACCESSIBLE)
PARKING STACKERS: 45 STACKER SPACES
SOUTH BASEMENT LEVEL 2
PARKING SPACES: 68 SPACES
CAR-SHARE SPACES: 2 CAR-SHARE SPACES

GRAND TOTAL: 154 SPACES (0.75/UNIT, EXCLUDING CAR SHARE)
156 SPACES, INCLUDING CAR SHARE SPACES

BICYCLE SPACES:
CLASS-1 126 SPACES (1 SPACE FOR EVERY UNIT UP TO 100, THEN 1 SPACE FOR EVERY 4 UNITS)
CLASS-2 10 SPACES (205 DU / 20 SPACES per DU = 10.25 [ROUND DOWN TO 10])

OPEN SPACE STATISTICS (CONTRIBUTING AREA):
205 DU * 80 SF/DU = 16,400 SF REQUIRED

	COMMON
RAYMOND OPEN SPACE:	2,519 SF
SOLARIUM:	1,452 SF
ROOF DECK SOUTH:	10,550 SF
ROOF DECK NORTH:	1,967 SF
TOTAL	16,488 SF

80.4 SF OF OPEN SPACE / UNIT (80 SF / UNIT REQUIRED)

PROPERTY SUMMARY

PARCEL# (BLOCK/LOT):	5087-004, 5087-005 (PARTIAL). PARTIAL LOT 005 TO BE COMBINED WITH LOT 004.
PROJECT LOT AREA:	35,993 SF (PER SURVEY)
NEIGHBORHOOD:	VISITACION VALLEY
ADDRESS:	BLANKEN AVENUE, SAN FRANCISCO, CA 94134

PROPOSED ZONING SUMMARY

ZONING DISTRICT:	SEC.840	MUG - MIXED USE GENERAL*
HEIGHT & BULK DISTRICT:	SCHLAGE LOCK D4D	57-X, 68-X,
REAR YARD:	SEC.134.1	25% LOT DEPTH, BUT IN NO CASE LESS THAN 15 FEET
REAR YARD MODIFICATION:	SEC 329	APPLIES
STREET FRONTAGE:	SEC.145.1	REQUIRED
STREET FRONTAGE -	SEC.145.1.c.1	MINIMUM 25 FEET SETBACK ON GROUND FLOOR, 15 FEET ON FLOORS ABOVE ABOVE GRADE PARKING
STREET FRONTAGE -	SEC.145.1.c.2	PARKING AND LOADING ACCESS RESTRICTIONS
STREET FRONTAGE -	SEC.145.1.c.3	REQUIREMENTS APPLY ACTIVE USES REQUIRED
STREET FRONTAGE -	SEC.145.1.c.4.A	MINIMUM FLOOR-TO-FLOOR HEIGHT OF 17 FEET AT NON-RESIDENTIAL GROUND FLOOR CEILING HEIGHT
FLOOR AREA RATIO:	SEC.124.	3.0 TO 1 (RESIDENTIAL SF EXEMPT)
COMMERCIAL OFF-STREET PARKING:	SEC.843.11	NONE REQUIRED. LIMITS SET FORTH IN SEC.151.1
OFF-STREET FREIGHT LOADING:	SEC.152.	ONE REQUIRED. NONE REQUIRED IF COMMERCIAL GROSS FLOOR AREA IS LESS THAN 10,000 SF AND RESIDENTIAL IS LESS THAN 100,000 SF (OFF STREET LOADING REQUIRED)
RESIDENTIAL DENSITY	SEC.840.24	NO DENSITY LIMIT
RESIDENTIAL UNIT MIX	SEC.840.25	40% OF ALL DWELLING UNITS MUST CONTAIN TWO OR MORE BEDROOMS OR 30% THREE BEDROOMS
RESIDENTIAL OPEN SPACE:	SEC.840.11	80 SQ. FT. PER UNIT IF PRIVATE, 54 SQ. FT. IF PUBLICLY ACCESSIBLE
RESIDENTIAL PARKING:	SEC.840.08	NONE REQUIRED. LIMITS SET FORTH IN SEC.151.1 - FOR DWELLING UNITS AT LEAST 1,000 SQ. FT. IN SIZE WITH TWO OR MORE BEDROOMS, 1 CAR IS PERMITTED FOR FOR OTHER UNITS, UP TO 0.75 CARS FOR EACH UNIT IS PERMITTED.
EACH UNIT.		
CAR-SHARE PARKING:	SEC.166.d.1	2 CAR-SHARE SPACE REQUIRED
BICYCLE PARKING	SEC.155.2	ONE CLASS 1 SPACE FOR EACH UNIT UP TO 100 SPACES, AND ONE ADDITIONAL SPACE FOR EVERY FOUR UNITS OVER 100 UNITS. ONE CLASS 2 SPACE FOR EACH 20 UNITS.

*PROJECT SPONSOR WILL REQUEST A CHANGE IN ZONING FROM M-1 TO MUG IN ORDER TO MAKE ITS ZONING CONSISTENT WITH SURROUNDING PROPERTIES, WHICH WERE RE-ZONED IN 2014 PURSUANT TO THE VISITACION VALLEY/SCHLAGE LOCK PLAN.

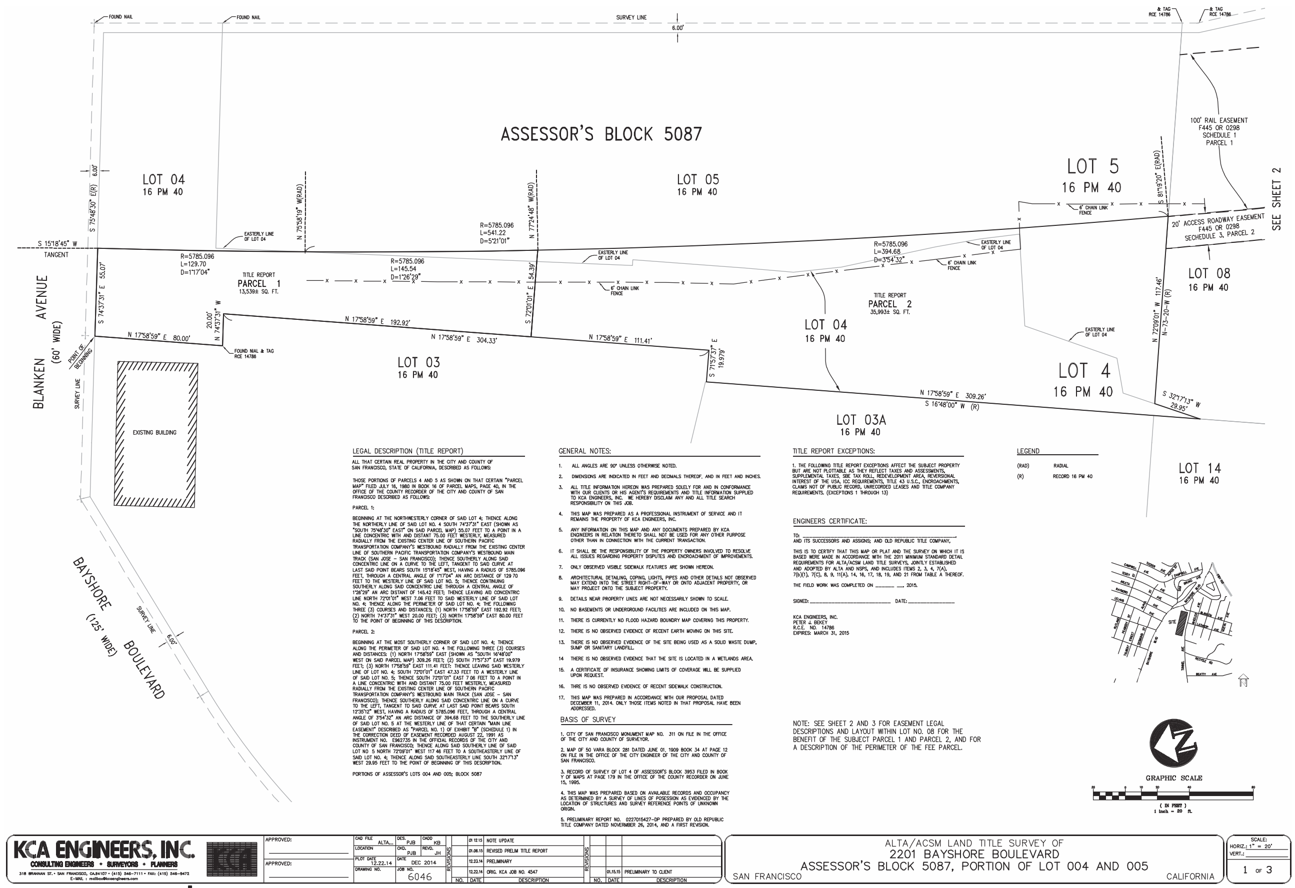
SUSTAINABILITY
THIS PROJECT WILL PURSUE LEED FOR HOMES PLATINUM.

UNIT AVERAGE SIZES (GROSS)

STUDIO	500 GSF
1-BEDROOM	735 GSF
2-BEDROOM	1,004 GSF

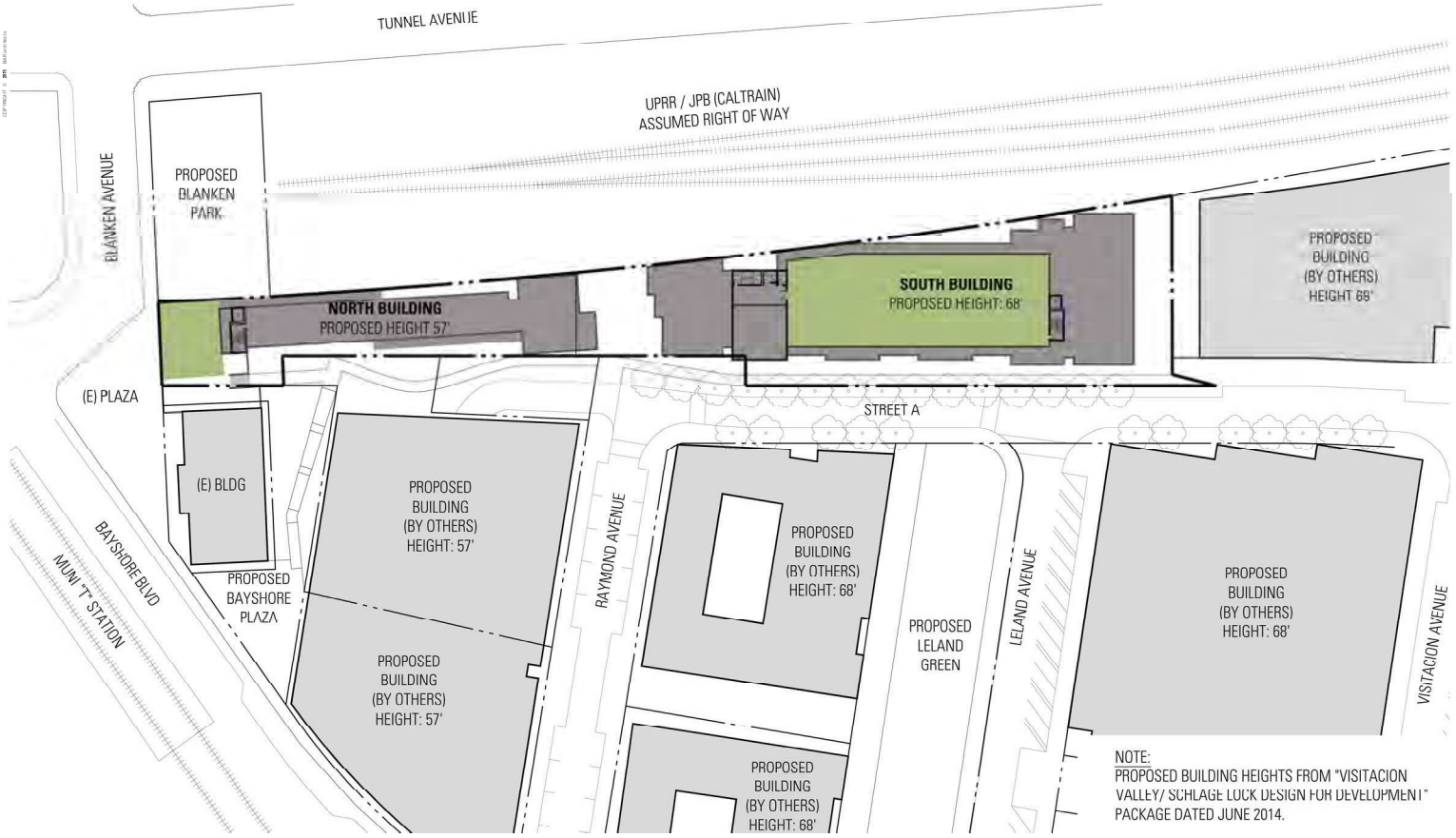
BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com
martinbuildingcompany

735
795
93



BLANKEN AVENUE | SAN FRANCISCO, CA

SITE PLAN



BLANKEN AVENUE | SAN FRANCISCO, CA

SITE PLAN

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

14093 | 05.06.15 | 0' 15' 30' 60' 90'



1. View from Blanken Avenue



Site Aerial & Context



2. View from Tunnel Avenue



3. View from Bayshore Boulevard

BLANKEN AVENUE | SAN FRANCISCO, CA

SITE PHOTOS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

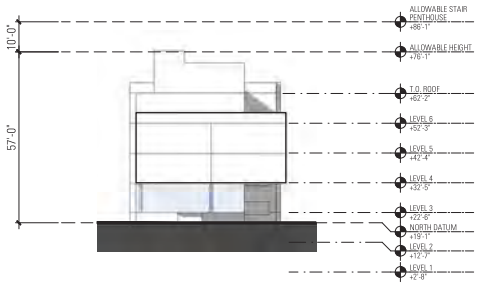
martinbuildingcompany

14093 | 05.06.15

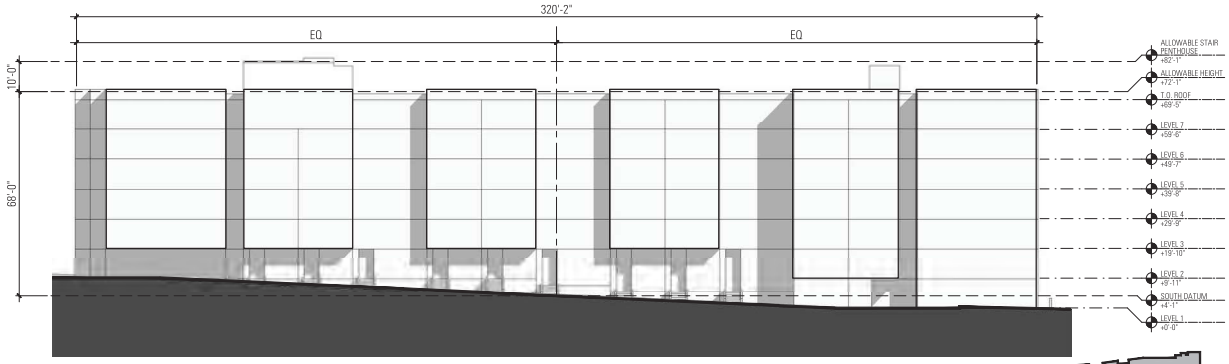
COPYRIGHT © 2015 BAR architects

BUILDING HEIGHT DIAGRAMS

- HEIGHT & BULK DISTRICT: NORTH BUILDING 57-X; SOUTH BUILDING 68-X
- BUILDING HEIGHT COMPLIES WITH SECTION 260 REQUIREMENTS
- PER 260(B)(1)(B), ELEVATOR, STAIR AND MECHANICAL PENTHOUSES SHALL BE LIMITED TO THE TOP 10 FEET OF SUCH FEATURES WHERE THE HEIGHT LIMIT IS 65 FEET OR LESS. HOWEVER, FOR ELEVATOR PENTHOUSES, THE EXEMPTION SHALL BE LIMITED TO THE TOP 16 FEET AND LIMITED TO THE FOOTPRINT OF THE ELEVATOR SHAFT, REGARDLESS OF THE HEIGHT LIMIT OF THE BUILDING.
- HEIGHT MEASURED: NORTH BUILDING CURB HEIGHT AT BLANKEN AVENUE (PROJECT +19'-1") PER 260(a)(1)(B) & 260(a)(3); SOUTH BUILDING CURB HEIGHT AT A STREET (PROJECT +4'-1") PER 260(a)(1)(B)



NORTH BUILDING - NORTH ELEVATION (BLANKEN AVE)



SOUTH BUILDING - EAST ELEVATION (A STREET)

KEY PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA

BUILDING HEIGHT DIAGRAM

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com
martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'

[FILE NAME: J:\14093\CAD\BAR 2015\PLANSET\BAR_14093_BLANKEN_SF_PLANSET_150605.pln] [USER: JAKE] [PLOTTED: Monday, 2015 - 8:15am] [Planset: 150605] [Pen Setting: Full Set]
[FILE NAME: J:\14093\CAD\BAR 2015\PLANSET\BAR_14093_BLANKEN_SF_PLANSET_150605.pln] [USER: JAKE] [PLOTTED: Monday, 2015 - 8:15am] [Planset: 150605] [Pen Setting: Full Set]

COPYRIGHT © 2015 BAR architects

OPEN SPACE (SECTION 135 & 840.11)

CODE REQUIRED*

80 SF/DU PROVIDED AS COMMON (MIN. 15'X15' & MIN. AREA OF 300 SF)

MINIMUM OPEN SPACE REQUIRED: 205 DU X 80 SF/DU = 16,400 SF

	CONTRIBUTING	NON-CONTRIBUTING
COMMON USABLE OPEN SPACE	16,488 SF	7,757 SF
PROVIDED:	16,488 SF	7,757 SF
SUB-TOTAL		
COMBINED TOTAL:	21,388 SF	

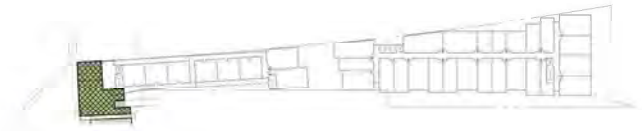
LEGEND

COMMON CONTRIBUTING

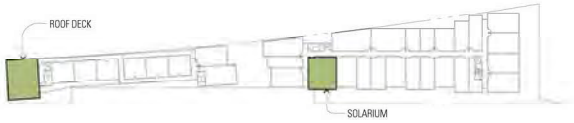
COMMON NON-CONTRIBUTING



OPEN SPACE PLAN - ROOF LEVEL



OPEN SPACE PLAN - BLANKEN PLAZA LEVEL



OPEN SPACE PLAN - LEVEL 7

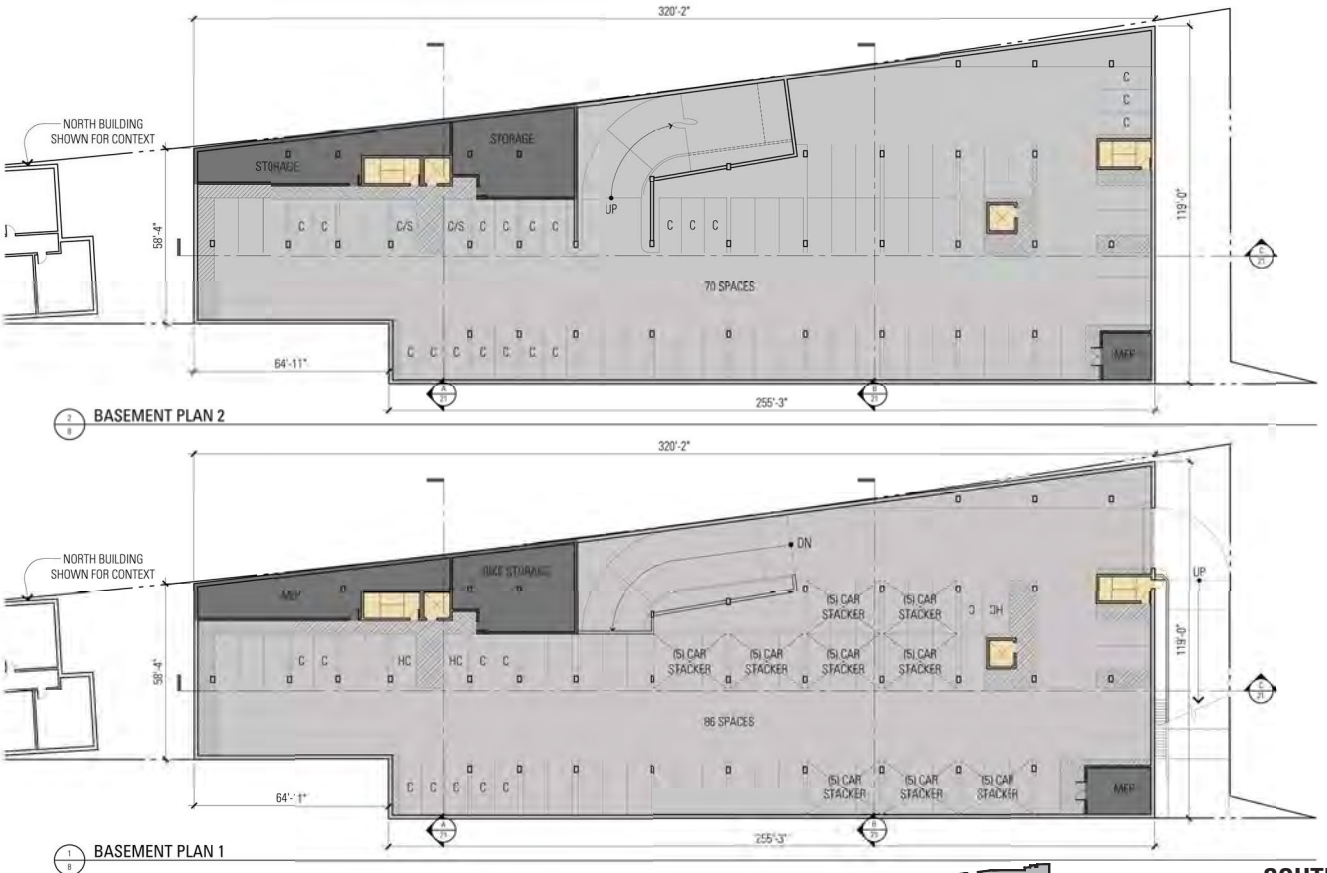


OPEN SPACE PLAN - GROUND FLOOR

[FILE NAME: J:\14093\CAD\SD\14093_SD.pln] [PLOTTED: 5/6/2015 8:47:30 AM] [PLOTTED BY: Mickey Shiu] [PLOT SCALE: 1.0000 CM = 1.0000 CM] [PLOT MODE: 1 (MONOCHROME.CTB)]

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany



BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

SOUTH BUILDING BASEMENT LEVELS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com
martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'



GROUND FLOOR PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

SOUTH BUILDING
GROUND FLOOR PLAN

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'



BLANKEN AVENUE | SAN FRANCISCO, CA

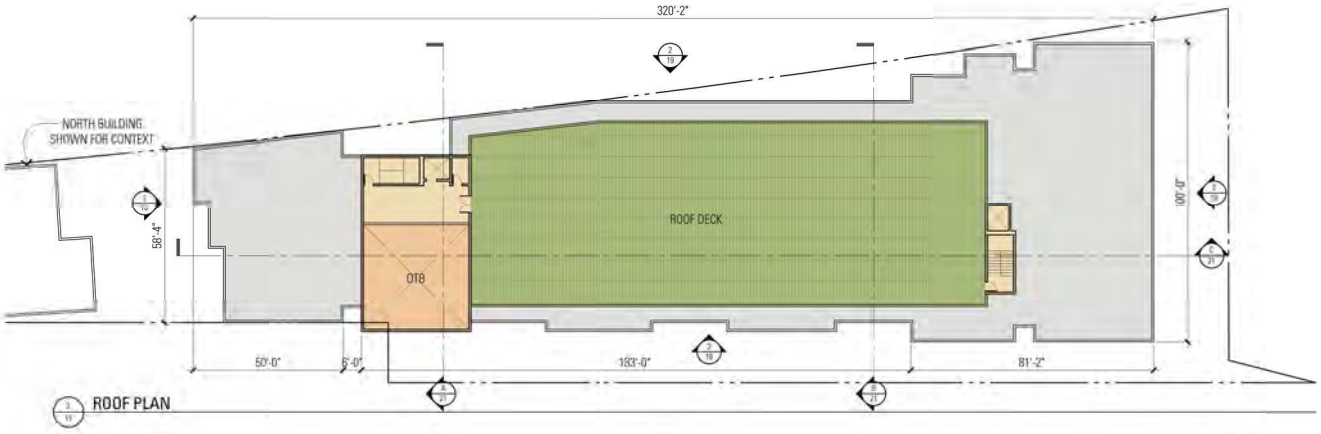
KEY PLAN

SOUTH BUILDING
SECOND & TYPICAL FLOOR PLAN

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'



ROOF PLAN



SEVENTH FLOOR PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

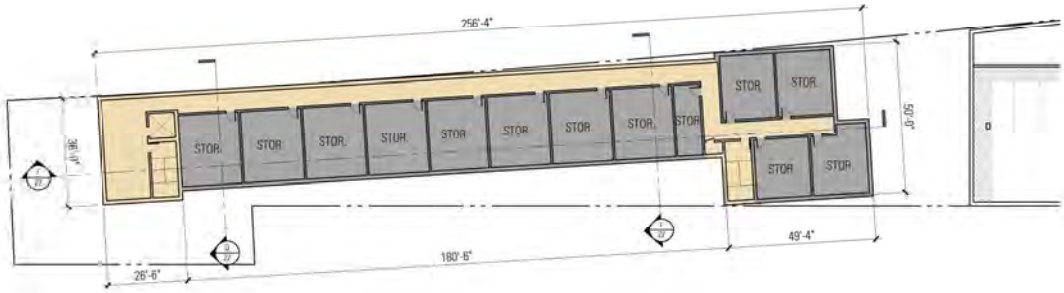
SOUTH BUILDING
SEVENTH FLOOR & ROOF PLAN

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

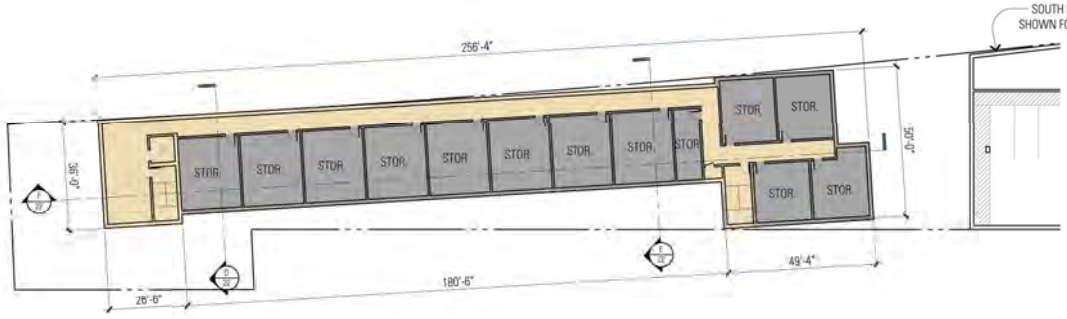
martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'

11



BASEMENT PLAN 2



BASEMENT PLAN 1

BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

NORTH BUILDING BASEMENT LEVELS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 05.06.15

0' 8' 16' 32' 48'

COPYRIGHT © 2015 BAR architects



BLANKEN AVENUE | SAN FRANCISCO, CA

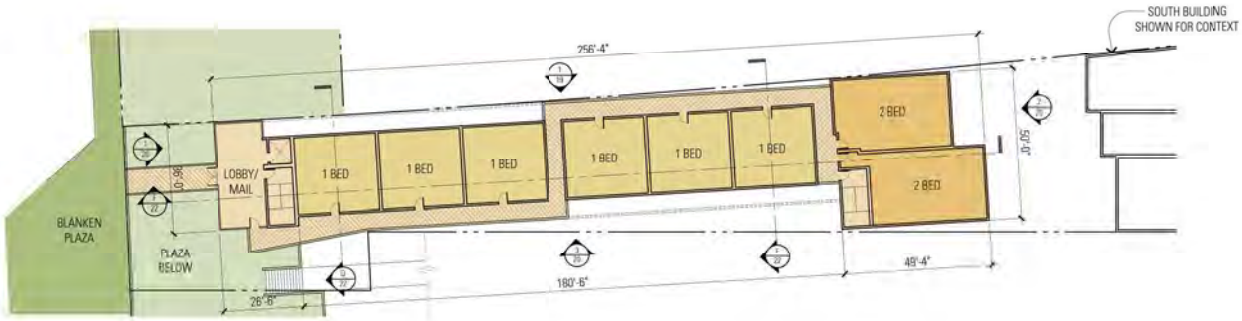
KEY PLAN

NORTH BUILDING
GROUND FLOOR PLAN

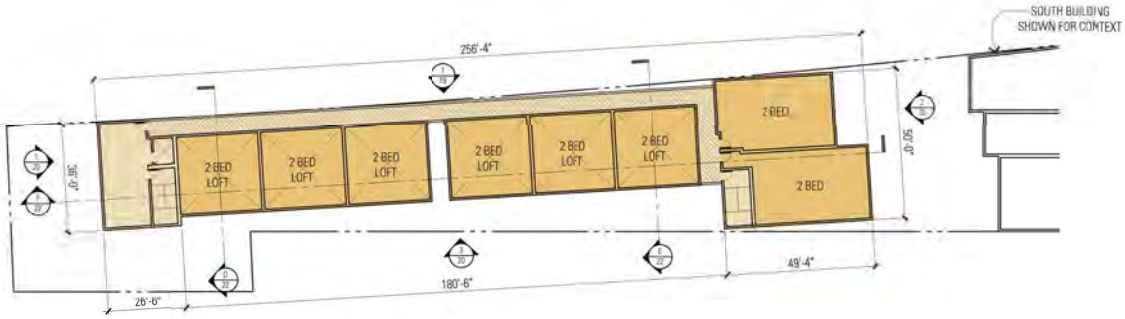
BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'



THIRD FLOOR PLAN



SECOND FLOOR PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA

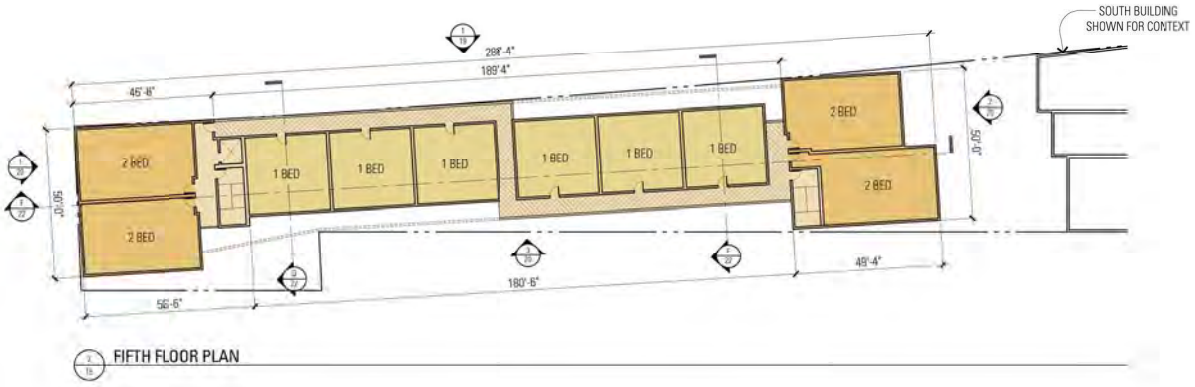
KEY PLAN

NORTH BUILDING
SECOND & THIRD FLOOR

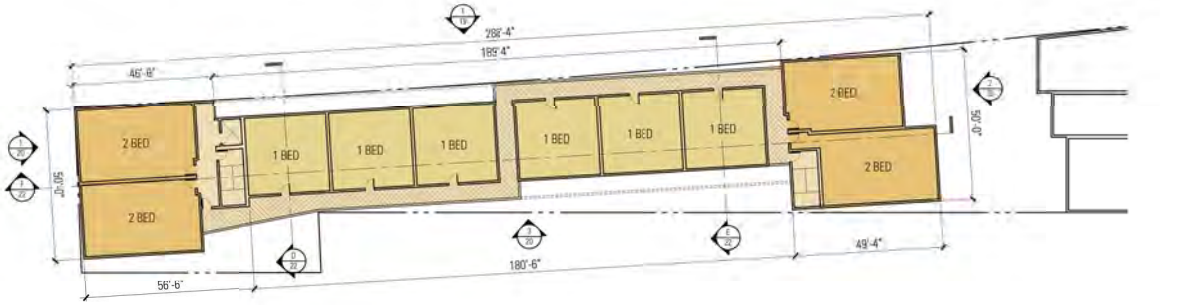
BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'



FIFTH FLOOR PLAN



FOURTH FLOOR PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA



KEY PLAN

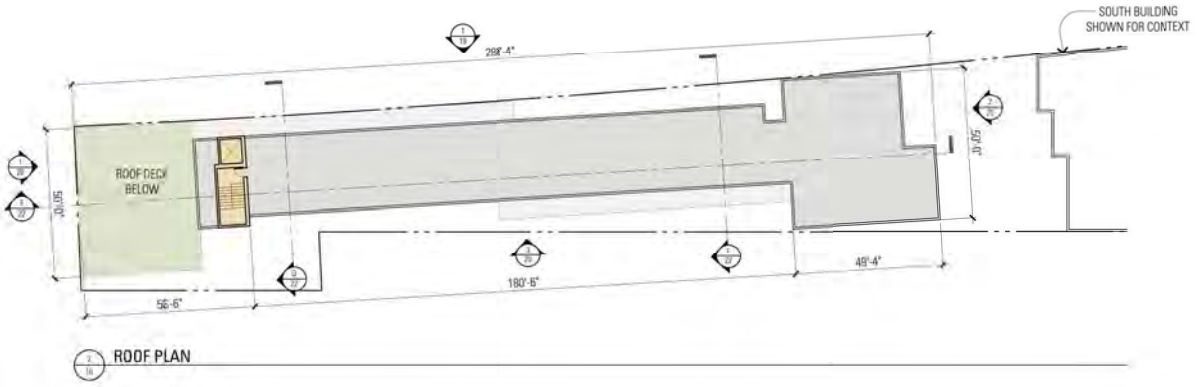
NORTH BUILDING
FOURTH & FIFTH FLOOR

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

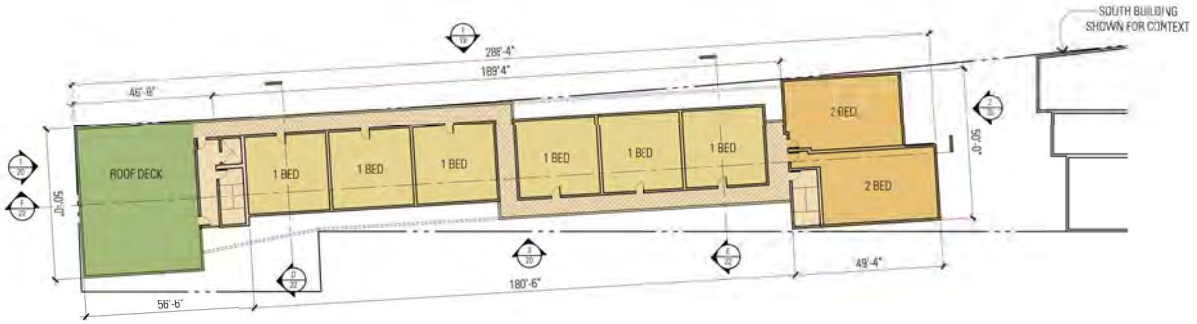
martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'

15



1/16 ROOF PLAN



1/16 SIXTH FLOOR PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

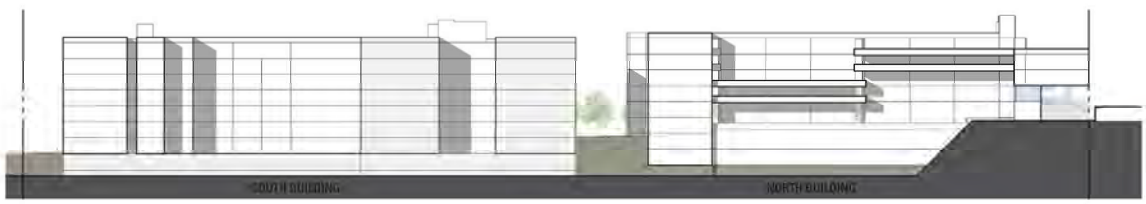
NORTH BUILDING
SIXTH FLOOR & ROOF PLAN

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'

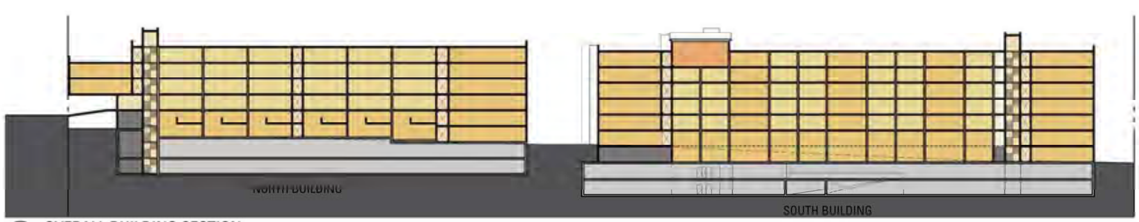
16



1/17 OVERALL EAST ELEVATION

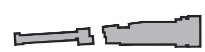


2/17 OVERALL WEST ELEVATION



3/17 OVERALL BUILDING SECTION

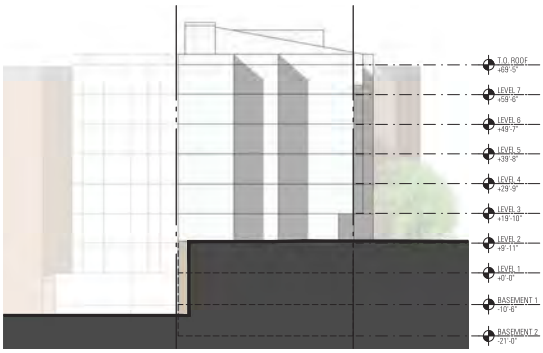
BLANKEN AVENUE | SAN FRANCISCO, CA



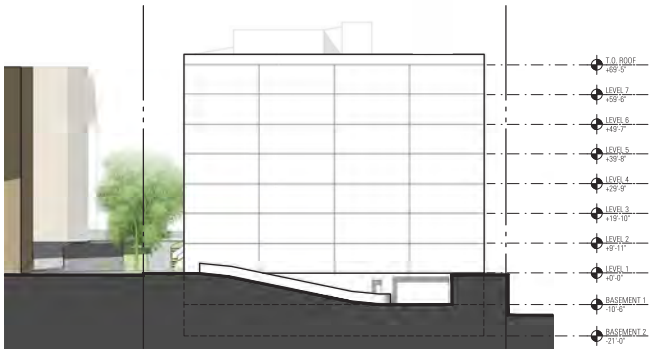
OVERALL SITE ELEVATIONS & SECTION

BARarchitects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

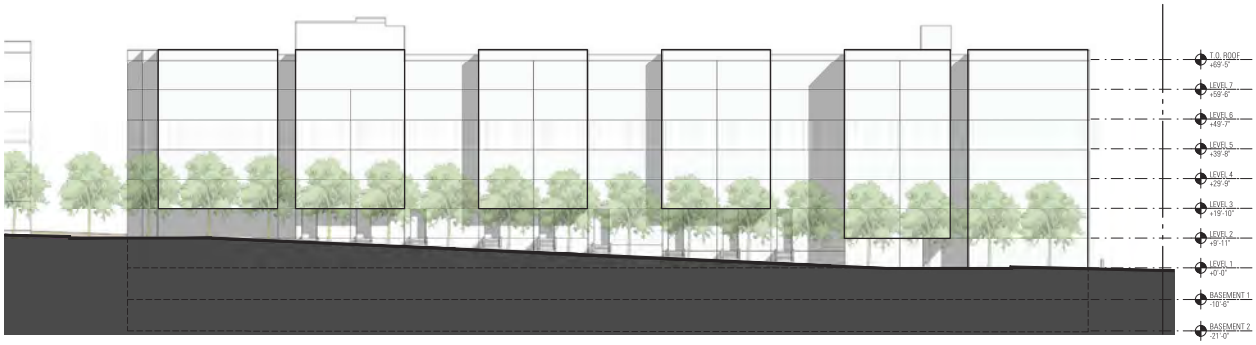
14093 | 05.06.15 | 0' 15' 30' 60' 90'



1 / 18 SOUTH BUILDING - NORTH ELEVATION



2 / 18 SOUTH BUILDING - SOUTH ELEVATION



3 / 18 SOUTH BUILDING - WEST ELEVATION

BLANKEN AVENUE | SAN FRANCISCO, CA



KEY PLAN

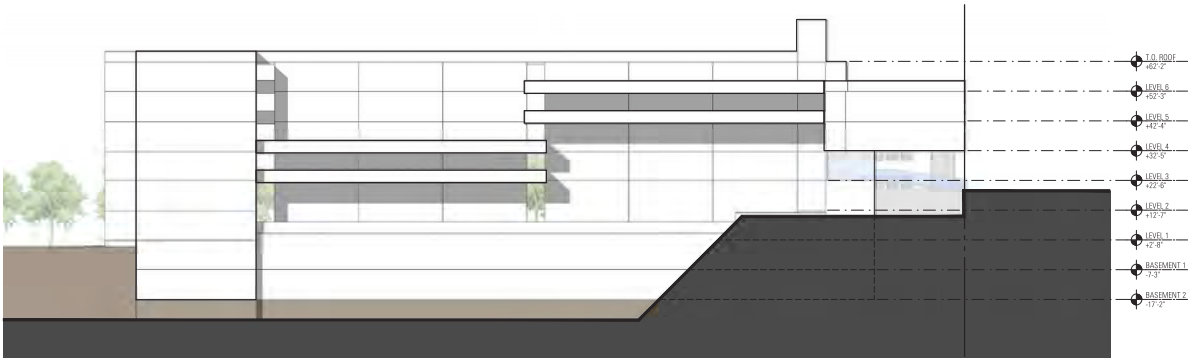
SOUTH BUILDING ELEVATIONS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

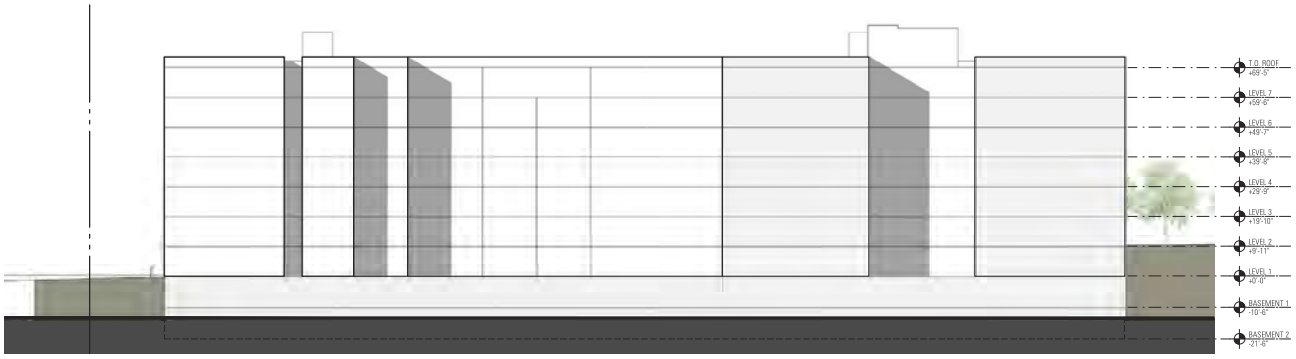
martinbuildingcompany

14093 | 05.06.15

0' 8' 16' 32' 48'



1/19 NORTH BUILDING - EAST ELEVATION



2/19 SOUTH BUILDING - EAST ELEVATION

BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

NORTH & SOUTH BUILDING ELEVATIONS

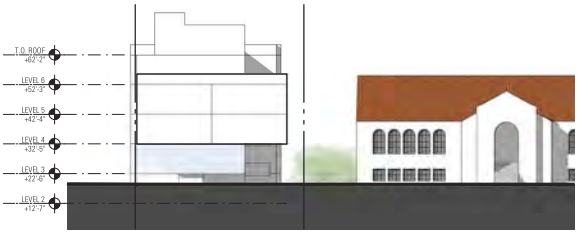
BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

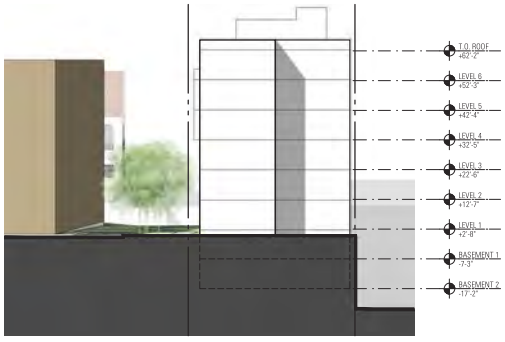
14093 | 05.06.15 | 0' 8' 16' 32' 48'

19

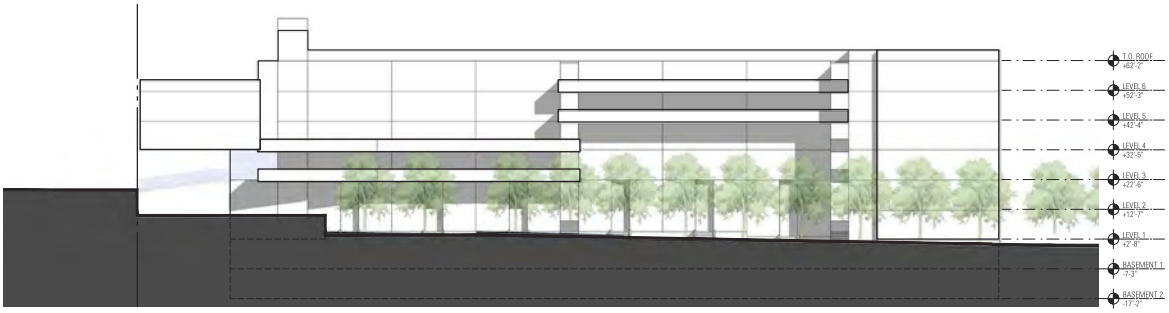
COPYRIGHT © 2015 BAR architects



1/20 NORTH BUILDING - NORTH ELEVATION



2/20 NORTH BUILDING - SOUTH ELEVATION



3/20 NORTH BUILDING - WEST ELEVATION

BLANKEN AVENUE | SAN FRANCISCO, CA


KEY PLAN

NORTH BUILDING ELEVATIONS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

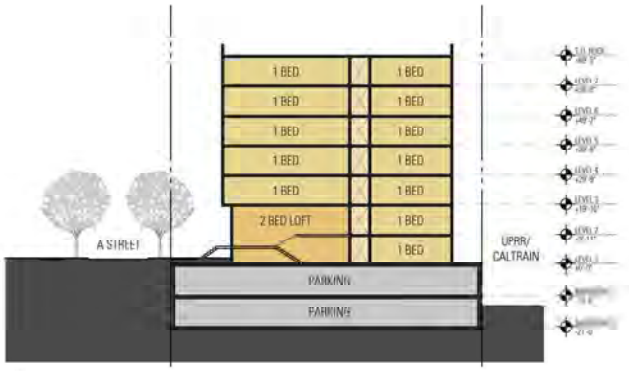
14093 | 05.06.15

0' 8' 16' 32' 48'

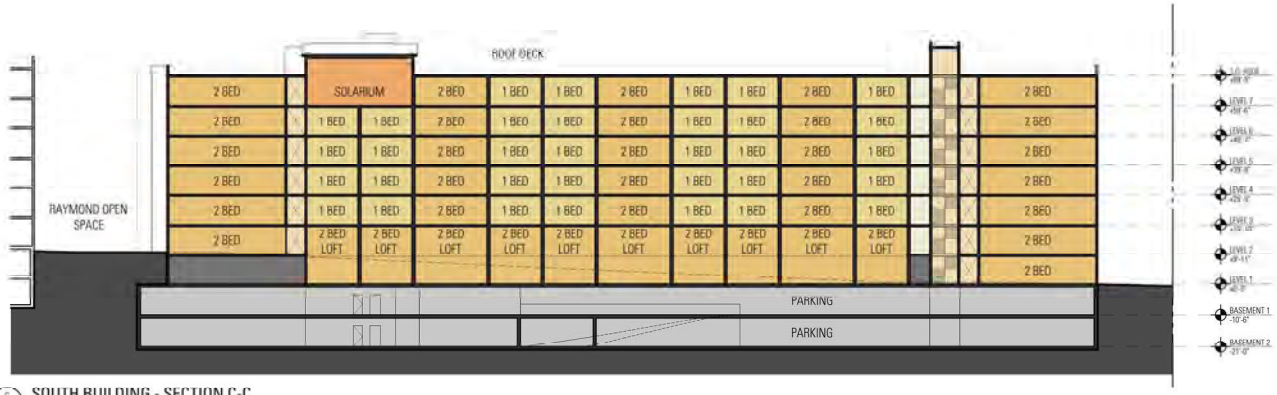
[FILE NAME: Z:\14093\CAD\A20 SHEETS\A20.01 ELEVATIONS.DWG] [USER: JAKE] [PLOTTED: 5/6/2015 8:15:54 AM] [PLOT SCALE: 1.0000'=1"] [PLOT BY: JAKE]



A 21 SOUTH BUILDING - SECTION A-A



B 21 SOUTH BUILDING - SECTION B-B



C 21 SOUTH BUILDING - SECTION C-C

BLANKEN AVENUE | SAN FRANCISCO, CA



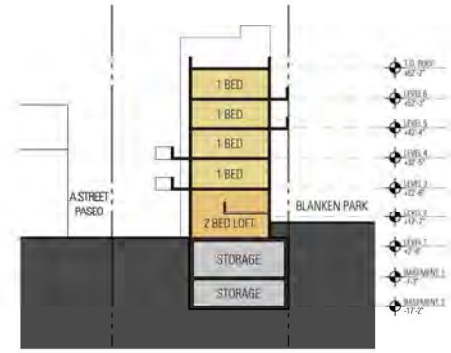
KEY PLAN

SOUTH BUILDING SECTIONS

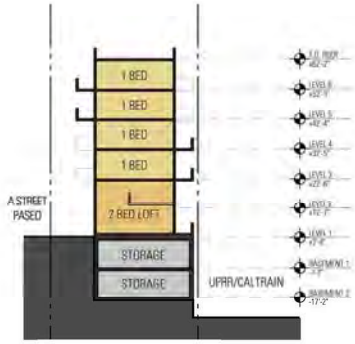
BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com
martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'

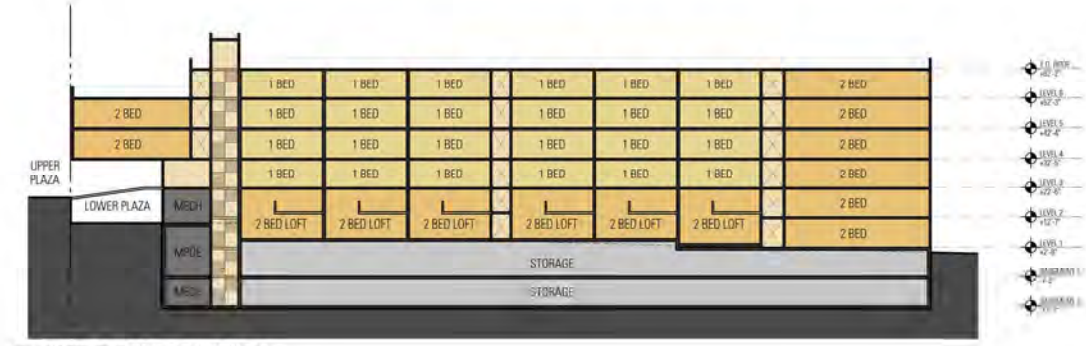
21



NORTH BUILDING - SECTION D-D



NORTH BUILDING - SECTION E-E



NORTH BUILDING - SECTION F-F

BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

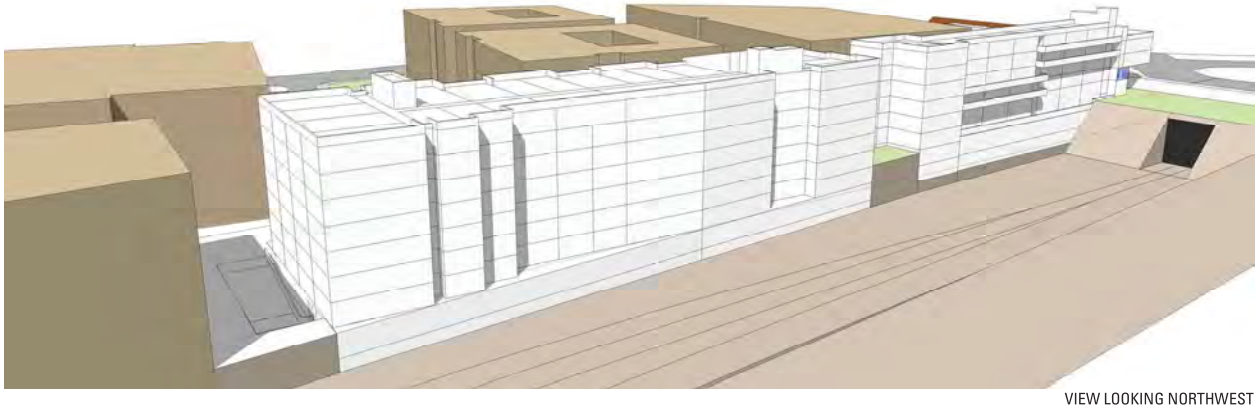
NORTH BUILDING SECTIONS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com
martinbuildingcompany

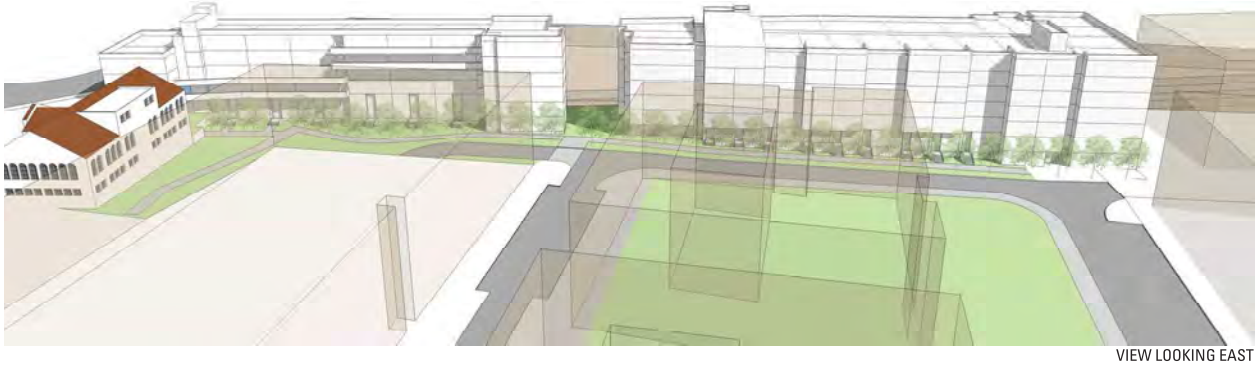
14093 | 05.06.15 | 0' 8' 16' 32' 48'

22

COPYRIGHT © 2015 BAR architects



VIEW LOOKING NORTHWEST



VIEW LOOKING EAST

[FILE NAME: Z:\14093\CAD\A0.0\A0.0 BIRDS EYE VIEW.DWG] [USER: JAKE] [TIME/DATE: 5/6/2015 8:15:44 AM] [PLOTTED BY: Mickey Jones] [PLOT SCALE: 1.0000 CUSTOM SCALE FACTOR] [Pro Series: Full Bleed]

COPYRIGHT © 2015 BAR architects



VIEW FROM EXISTING BLANKEN PLAZA



VIEW TOWARDS RAYMOND OPEN SPACE

[FILE NAME: Z:\14093\CAD\BLANKEN 2015\PLANNING SET\DOCUMENTS\14093 BLANKEN 2015 - R15.rvt] [Plotted by: Mickey Dinh - R15 Plot Template] [PLOTTED: 5/6/2015 2:19:15 PM]

EXHIBIT 6

TO

VERIFIED COMPLAINT TO QUIET TITLE, FOR DECLARATORY RELIEF AND FOR PRELIMINARY AND PERMANENT INJUNCTION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court

Description of Exhibit:

Preliminary Project Assessment of the San Francisco Planning Department as Case No. 2015-006509PPA dated August 7, 2015

EXHIBIT 6

SAN FRANCISCO
PLANNING DEPARTMENT

MEMO

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

DATE: **August 7, 2015**

TO: **Andrew Junius**

FROM: **Kate Conner, Planning Department**

RE: **PPA Case No. 2015-006509PPA for 2201 Bayshore Boulevard**

Please find the attached Preliminary Project Assessment (PPA) for the address listed above. You may contact the staff contact, Erika S. Jackson, at (415) 558-6363 or erika.jackson@sfgov.org, to answer any questions you may have, or to schedule a follow-up meeting.

Kate Conner, Senior Planner

SAN FRANCISCO
PLANNING DEPARTMENT

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Preliminary Project Assessment

Date:	August 7, 2015
Case No.:	**2015-006509PPA**
Project Address:	2201 Bayshore Boulevard
Block/Lot:	5087/004-005
Zoning:	M-1 Schlage Lock Visitacion Valley SUD 40-X
Area Plan:	Visitacion Valley/Schlage Lock Area Plan
Project Sponsor:	Andrew Junius 415-567-9000
Staff Contact:	Erika S. Jackson – 415-558-6363 erika.jackson@sfgov.org

DISCLAIMERS:

This Preliminary Project Assessment (PPA) letter provides feedback to the project sponsor from the Planning Department regarding the proposed project described in the PPA application submitted on May 8, 2015, as summarized below. This PPA letter identifies Planning Department review requirements for the proposed project, including those related to environmental review, approvals, neighborhood notification and public outreach, the Planning Code, project design, and other general issues of concern for the project. Please be advised that the PPA application does not constitute an application for development with the Planning Department. The PPA letter also does not represent a complete review of the proposed project, does not grant a project approval of any kind, and does not in any way supersede any required Planning Department approvals listed below.

The Planning Department may provide additional comments regarding the proposed project once the required applications listed below are submitted. While some approvals are granted by the Planning Department, some are at the discretion of other bodies, such as the Planning Commission or Historic Preservation Commission. Additionally, it is likely that the project will require approvals from other City agencies such as the Department of Building Inspection, Public Works, the Municipal Transportation Agency, Department of Public Health, San Francisco Public Utilities Commission, and others. The information included herein is based on the PPA application and plans, the Planning Code, General Plan, Planning Department policies, and local/state/federal regulations as of the date of this document, all of which are subject to change.

PROJECT DESCRIPTION:

The proposal is to construct two new residential buildings totaling approximately 188,000 square feet with a total of 205 dwelling units and 156 parking spaces. The south building is proposed to be 68 feet tall with 7 stories above grade and 2 below grade parking levels. The north building is proposed to be 57 feet tall with 6 stories above grade and 2 below grade storage levels. The project also proposes to change

the Zoning District from M-1 to MUG, and change the Height and Bulk District from 40-X to 57-X and 68-X.

ENVIRONMENTAL REVIEW:

In order to begin formal environmental review, please submit an **Environmental Evaluation Application (EEA)**. The EEA can be submitted at the same time as the PPA Application. The environmental review may be done in conjunction with the required approvals listed below, but must be completed before any project approval may be granted. **Note that until an entitlement application is submitted to the Current Planning Division, only the proposed Project Description will be reviewed by the assigned Environmental Coordinator.** EEAs are available in the Planning Department lobby at 1650 Mission Street, Suite 400, at the Planning Information Center at 1660 Mission Street, and online at www.sfplanning.org under the "Publications" tab. See "Environmental Applications" on page 2 of the current Fee Schedule for a calculation of environmental application fees.[1]

On December 18, 2008 the San Francisco Planning Commission and former San Francisco Redevelopment Agency certified the Final Environmental Impact Report for the Visitacion Valley Redevelopment Program (*Visitacion Valley Redevelopment Program EIR*, File No. 2006.1308E). The *Visitacion Valley Redevelopment Program EIR* analyzed the Redevelopment Program for an approximately 46-acre project site in San Francisco's Visitacion Valley neighborhood. The project site is comprised of two Redevelopment Zones: Redevelopment Zone 1 encompasses approximately 20 acres located east of Bayshore Boulevard, including the former Schlage Lock property, former Southern Pacific Transportation Company property, and other industrial parcels. Redevelopment Zone 2 encompasses an approximately 26-acre area featuring a mix of commercial, light industrial, residential, and mixed-use parcels fronting Bayshore Boulevard and both sides of Leland Avenue.

On May 27, 2014, the Planning Department prepared an Addendum to the Visitacion Valley Redevelopment Program EIR (*Addendum 1*, File No. 2006.1308E) in response to revisions to the proposed Redevelopment Program (Modified Project). The Modified Project included increased height limits and revised net growth projections for new residential units, new neighborhood-serving commercial space, and new cultural, institutional and educational development within Redevelopment Zone 1. The Modified Project did not include any changes to Redevelopment Zone 2.

The proposed project site is located within Redevelopment Zone 1. If it is determined that the proposed project was not analyzed in *Addendum 1*, a second addendum to the *Visitacion Valley Redevelopment Program EIR* may be prepared for the proposed project. However, if after performing the background studies it is determined that new impacts would occur that were not identified in the *Visitacion Valley Redevelopment Program EIR* and/or additional mitigation measures are necessary, an addendum cannot be prepared; an Initial Study would be required.

Below is a list of topic areas addressed through the environmental review process. Some of these would require additional study based on the preliminary review of the project as it is proposed in the PPA application.

---

1 San Francisco Planning Department. *Schedule for Application Fees*. Available online at: http://www.sf-planning.org/Modules/ShowDocument.aspx?documentid=513.

- **Historic Resources.** The project site contains one or more buildings previously determined to be eligible for national, state, or local listing as a historic resource. The property was surveyed as part of the *Visitacion Valley Redevelopment Program EIR*. Therefore, the proposed project is subject to review by the Department's Historic Preservation staff. To assist in this review, the project sponsor must hire a qualified professional to prepare a Historic Resource Evaluation (HRE) report. The professional must be selected from the Planning Department's Historic Resource Consultant Pool. Please contact Tina Tam, Senior Preservation Planner, via email (tina.tam@sfgov.org) for a list of three consultants from which to choose. The selected consultant must scope the HRE in consultation with Department Historic Preservation staff. Please contact the HRE scoping team at HRE@sfgov.org to arrange the HRE scoping. Following an approved scope, the historic resource consultant should submit the draft HRE report for review to Environmental Planning after the project sponsor has filed the EE Application and updated it as necessary to reflect feedback received in the PPA letter. Historic Preservation staff will not begin reviewing the project until a complete draft HRE is received.

- **Archeological Resources.** The proposed project would include soil-disturbing activities associated with building construction, including excavation that would reach a depth of approximately 17 to 21 feet below grade, in Redevelopment Zone 1. The project site is also located within an Archeologically Sensitive Area. As such, the proposed project could be subject to *Visitacion Valley Redevelopment Program EIR Cultural and Historical Resources Mitigation Measure 10-2: Disturbance of Known Archeological Resources.* The proposed project will require Preliminary Archeological Review (PAR) by a Planning Department archeologist. The PAR will assess the archeological sensitivity of the project site based on in-house source material and will consider the potential for archeological impacts resulting from proposed soils disturbance. Please provide detailed information, including sections, of proposed soils-disturbing activities, such as grading, excavation, installation of foundations, soils improvement, and site remediation with the EEA, and submit any available geotechnical/soils or Phase II hazardous materials reports prepared for the project to assist in this review.

  In accordance with *Cultural and Historical Resources Mitigation Measure 10-2*, the project sponsor shall retain the services of a qualified archeological consultant, subject to the review and approval by the Department Archeologist. The project sponsor must contact the Department Archeologist to obtain the names and contact information for the next three archeological consultants on the QACL. The archeological consultant shall determine, in consultation with the Department, project locations and activities that may affect archeological resource sites, identify measures needed to address the potential effect. These measures may include preparation of an Archeological Testing Program (ATP), conducting an Archeological Monitoring Program (AMP) and/or Archeological Data Recovery Program (ADRP), and other appropriate measures such as those described in *Cultural and Historical Resources Mitigation Measure 10-2* and *Visitacion Valley Redevelopment Program EIR Cultural and Historical Resources Mitigation Measure 10-3: Disturbance of Unknown Archeological Resources.*
  In addition, *Visitacion Valley Redevelopment Program EIR Cultural and Historical Resources Mitigation Measure 10-5: Disturbance of Paleontological Resource* could apply to the proposed project. This measure is intended to avoid any potential adverse effect on accidentally discovered buried or submerged paleontological resources. Should a paleontological resource be encountered on the project site, the project sponsor must immediately suspend any project-related soil-disturbing activities and retain the service of a qualified paleontological consultant to identify and evaluate the resource. Based on

this assessment, the paleontological consultant would determine the appropriate action necessary to prevent any significant adverse effects on the resource, in consultation with the Department.

- **Transportation.** Based on the Planning Department's Transportation Impact Analysis Guidelines for Environmental Review,[2] the project would require additional transportation analysis to determine whether the project may result in a significant impact. Therefore, the Planning Department requires that a consultant listed in the Planning Department's Transportation Consultant Pool prepare a Transportation Impact Study. You are required to pay additional fees for the study; please contact Virnaliza Byrd at (415) 575-9025 to arrange payment. Once you pay the fees, please contact Manoj Madhavan at (415) 575-9095 or manoj.madhavan@sfgov.org so that he can provide you with a list of three consultants from the pre-qualified Transportation Consultant Pool. Upon selection of a transportation consultant, the Department will assign a transportation planner who will direct the scope of the consultant-prepared study.

  Additionally, the project site is located near a high-injury pedestrian intersection as mapped by Vision Zero.[3] Planning staff have reviewed the proposed site plans and offer the following recommendations, some of which address the safety of persons walking and cycling to and from project site and vicinity:

  - Show the project site in context of the surrounding street network, and clarify that Leland Avenue and Raymond Avenue are proposed and have not yet been constructed.
  - Clarify whether the proposed Bayshore Plaza would be included in this project.
  - Provide a circulation plan for the proposed project that includes: Sidewalk widths, driveway location (existing and proposed with widths), pedestrian and bicycle access points to the building, circulation on the project site (i.e. between the proposed buildings).

- **Noise.** The proposed project could be subject to *Visitacion Valley Redevelopment Program EIR Noise Mitigation Measure 13-1: Project-Facilitated Remediation-, Demolition-, and Construction-Period Noise. Noise Mitigation Measure 13-1* requires that project sponsors incorporate remediation, demolition, and construction noise abatement measures into contractor agreements as a condition of demolition and construction permit issuance. Noise generated by construction-related activities would also be regulated by the San Francisco Noise Ordinance (San Francisco Police Code, Article 29), which includes restrictions on the type of construction equipment used and the hours during which construction may occur. Detailed information on construction equipment, phasing, and duration of each construction phase may be required as part of the environmental evaluation to assess the project's construction noise levels and methods to reduce such noise, as feasible.

  The proposed project would include locating new residential development on a project site within approximately 110 feet of the Caltrain line; therefore, *Visitacion Valley Redevelopment Program EIR Noise Mitigation Measure 13-2: Project-Facilitated Groundborne Vibration Levels* would apply to the project. This measure requires that the project sponsor conduct a vibration study demonstrating that groundborne vibrations associated with rail operations would not exceed applicable Federal

---

2 This document is available at: http://www.sf-planning.org/index.aspx?page=1886.

3 This document is available at: http://www.sfmta.com/sites/default/files/projects/2015/vision-zero-san-francisco.pdf.

Transportation Authority (FTA) thresholds or can be reduced to acceptable levels through building design or construction design measures.

Visitacion Valley Redevelopment Program EIR Noise Mitigation Measure 13-3: Potential Exposure of New, Project-Facilitated Noise-Sensitive Development to Ambient Noise Levels Exceeding Standards could also be required for the proposed project. *Noise Mitigation Measure 13-3*, which is intended to reduce potential conflicts between existing noise-generating uses and new sensitive receptors, requires that a noise analysis be prepared for new development including a noise-sensitive use, prior to issuance of a residential building permit. The analysis must include, at a minimum, a site survey to identify potential noise-generation uses within 900 feet of, and that have a direct line-of-sight to, the project site. At least one 24-hour noise measurement (with average and maximum noise level readings taken so as to able to accurately describe maximum levels reached during nighttime hours) shall be included in the analysis. The analysis shall be prepared by person(s) qualified in acoustical analysis and/or engineering and shall demonstrate with reasonable certainty that Title 24 standards can be met, and that there are no particular circumstances about the project site that appear to warrant heightened concern about noise levels in the vicinity. In addition, the study shall provide noise reduction measures, such as those described in *Noise Mitigation Measure 13-3*.

- **Air Quality.** The proposed excavation exceeds the Bay Area Air Quality Management District's (BAAQMD) screening levels for construction-related criteria air pollutants.[4] Therefore, an analysis of the project's criteria air pollutant emissions is likely to be required. Please provide detailed information related to construction equipment, phasing and duration of each phase, and volume of excavation as part of the EEA.

  In addition, project-related demolition, excavation, grading and other construction activities may cause wind-blown dust that could contribute particulate matter into the local atmosphere. To reduce construction dust impacts, the proposed project will be required to adhere to the dust control requirements set forth in the Construction Dust Ordinance contained in San Francisco Health Code Article 22B and San Francisco Building Code Section 106.A.3.2.6. The proposed project is also required to prepare a Construction Dust Control Plan for review and approval by the Department of Public Health (DPH).

  The project site is not located within an Air Pollutant Exposure Zone, as mapped and defined by Health Code Article 38. The Air Pollutant Exposure Zone identifies areas with poor air quality based on an inventory and modeling assessment of air pollution, exposures, and health vulnerability from mobile, stationary, and area source emissions within San Francisco. Given that the project site is not within an Air Pollutant Exposure Zone, additional measures or analysis related to local health risks are not likely to be required. However, if the project would include new sources of toxic air contaminants including, but not limited to, emissions from diesel generators or boilers, or any other stationary sources, the project would result in toxic air contaminants that may affect both on-site and off-site sensitive receptors. Detailed information related to any proposed stationary sources must be provided with the EEA.

---

4 BAAQMD, *CEQA Air Quality Guidelines*, May 2011, Chapter 3.

Equipment exhaust measures during construction, such as those listed in *Visitacion Valley Redevelopment Program EIR Air Quality Mitigation Measure 9-1-C: Remediation- and Construction-Related Air Quality Impacts* will likely be required. *Visitacion Valley Redevelopment Program EIR Air Quality Mitigation Measure 9-2: Long-Term Regional Emissions Impacts*, which establishes strategies for reducing overall emissions from traffic and area sources, would likely apply to the proposed project.

- **Greenhouse Gases.** *The City and County of San Francisco's Strategies to Address Greenhouse Gas Emissions* presents a comprehensive assessment of policies, programs, and ordinances that represents San Francisco's Qualified Greenhouse Gas (GHG) Reduction Strategy. Projects that are consistent with San Francisco's Qualified GHG Reduction Strategy would result in less-than-significant impacts from GHG emissions. In order to facilitate a determination of compliance with San Francisco's Qualified GHG Reduction Strategy, the Planning Department has prepared a Greenhouse Gas Analysis Compliance Checklist.[5] The project sponsor is required to submit the completed table regarding project compliance with the identified regulations and provide project-level details in the discussion column. This information will be reviewed by the environmental planner during the environmental review process to determine if the project would comply with San Francisco's Greenhouse Gas Reduction Strategy. Projects that do not comply with an ordinance or regulation may be determined to be inconsistent with the Greenhouse Gas Reduction Strategy.

- **Geology.** The proposed project would be located on a project site with a slope greater than 20 percent and would include approximately 11,188 cubic yards of excavation. Therefore, a geotechnical study is required. The geotechnical study must be prepared by a qualified consultant and submitted with the EEA, and should provide recommendations for any geotechnical concerns identified in the study. In general, compliance with the building codes would avoid the potential for significant impacts related to structural damage, ground subsidence, liquefaction, landslides, and surface settlement. To assist Planning Department staff in determining whether the project would result in environmental impacts related to geological hazards, it is recommended that you provide a copy of the geotechnical information with boring logs for the proposed project. This study will also help inform the Department Archeologist of the project site's subsurface geological conditions.

- **Hazardous Materials.** The proposed project would include excavation of approximately 11,188 cubic yard of soil in order to accommodate the basement levels of the proposed buildings, which would be approximately 17 to 21 feet below grade. The project site is also located in Redevelopment Zone 1 on the former Southern Pacific Transportation Company property where historical uses, and previous industrial activities on adjacent property, have resulted in soil and groundwater contamination. The California Department of Toxic Substances Control (DTSC) is the designated lead agency for determination and oversight of soil and groundwater cleanup requirements for the proposed project site. Implementation of future development in Redevelopment Zone 1 would be dependent on the site's cleanup according to DTSC protocols.

  In addition, the proposed project is subject to Article 22A of the Health Code, also known as the Maher Ordinance. The Maher Ordinance, which is administered and overseen by the Department of

---

[5] Refer to http://sf-planning.org/index.aspx?page=1886 for latest "Greenhouse Gas Compliance Checklist for Private Development Projects."

Public Health, requires the project sponsor to retain the services of a qualified professional to prepare a Phase I Environmental Site Assessment (ESA) that meets the requirements of Health Code Section 22.A.6. As the lead agency for remediation activities in Redevelopment Zone 1, DTSC would coordinate with DPH on the implementation of the Maher Program on the project site.
DPH requires that projects subject to the Maher Ordinance complete a Maher Application, available at: http://www.sfdph.org/dph/EH/HazWaste/hazWasteSiteMitigation.asp. Fees for DPH review and oversight of projects subject to the ordinance would apply. Please refer to DPH's fee schedule, available at: http://www.sfdph.org/dph/EH/Fees.asp#haz. Please provide a copy of the submitted Maher Application and Phase I ESA with the EEA.

- **Hydrology and Water.** Based on the *Visitacion Valley Redevelopment Program EIR*, the project site is located in an area with the potential for soil erosion. The proposed project would include approximately 11,188 cubic yards of excavation. Therefore, *Visitacion Valley Redevelopment Program EIR Hydrology and Water Quality Mitigation Measure 12-2: Increased Risk of Soil Erosion and Contaminant Spills During Project Remediation and Construction,* which requires project sponsors to implement design features and measures to minimize project-generated erosion and control for potential hazardous materials spills, would likely apply.

- **Tree Planting and Protection.** The Department of Public Works Code Section 8.02-8.11 requires disclosure and protection of landmark, significant, and street trees located on private and public property. Any such trees must be shown on the site plans with the size of the trunk diameter, tree height, and accurate canopy drip line. Please submit the *Tree Planting and Protection Checklist* with the EEA and ensure that trees are appropriately shown on site plans. Also see the comments below under "Street Trees."

PLANNING DEPARTMENT APPROVALS:

The project requires the following Planning Department approvals. These approvals may be reviewed in conjunction with the required environmental review, but may not be granted until after the required environmental review is completed. Please note that the subject parcel is located within the Visitacion Valley Schlage Lock Plan Area.

1. **Rezoning.** The project site is located within an M-1 (Light Industrial) Zoning District. The proposed residential project would not be permitted at the proposed density. The proposed project includes a rezoning of the property to the MUG (Mixed Use General) Zoning District, which requires the Board of Supervisors approval of a Zoning Map Amendment for the subject parcel.

2. **Height District Reclassification**. The project site is located within a 40-X Height and Bulk District. The height of the proposed project would exceed the existing height limit. The proposed project includes a rezoning of the property to the 57-X and 68-X Height and Bulk Districts, which requires the Board of Supervisors approval of a Height District Reclassification for the subject parcel.

3. A **Lot Line Adjustment Application** from the Department of Public Works is required for the proposed lot line adjustment.

4. **Building Permit Applications** are required for the demolition of the existing buildings and proposed new construction on the subject property.

If the Zoning Map Amendment and Height District Reclassification are approved, the following applications would also be required:

5. A **Large Project Authorization** from the Planning Commission is required per Planning Code Section 329 for the new construction of a building greater than 75 feet in height or greater than 25,000 gross square feet. Planning Code Section 329 outlines the requirements for a Large Project Authorization that will be applicable if the project is rezoned to an MUG Zoning District. A Large Project Authorization is required for new building construction exceeding 75 feet in height or 25,000 gross square feet. All large projects are subject to review by the Planning Commission in an effort to achieve the objectives and policies of the General Plan, the applicable Design Guidelines and the Planning Code. To the extent possible, the project should be designed to minimize deviations and should strive to comply with all Planning Code requirements.

6. A **Shadow Analysis Application** is required for new construction over 40 feet in height that would cast a shadow on properties designated to be acquired by the Recreation and Parks Department.

If the Zoning Map Amendment and Height District Reclassification are not approved, the following applications would also be required:

7. A **Conditional Use Authorization** from the Planning Commission is required per Planning Code Section 207 to allow the construction of residential units in an M-1 Zoning District.

Applications are available in the Planning Department lobby at 1650 Mission Street Suite 400, at the Planning Information Center at 1660 Mission Street, and online at www.sfplanning.org. Building Permit applications are available at the Department of Building Inspection at 1660 Mission Street.

NEIGHBORHOOD NOTIFICATIONS AND PUBLIC OUTREACH:

Project Sponsors are encouraged to conduct public outreach with the surrounding community and neighborhood groups early in the development process. Additionally, many approvals require a public hearing with an associated neighborhood notification. Differing levels of neighborhood notification are mandatory for some or all of the reviews and approvals listed above.

This project is required to conduct a **Pre-Application Meeting** with surrounding neighbors and registered neighborhood groups before a development application may be filed with the Planning Department. The Pre-application packet, which includes instructions and template forms, is available at www.sfplanning.org under the "Permits & Zoning" tab. All registered neighborhood group mailing lists are available online at www.sfplanning.org under the "Resource Center" tab.

The project is also required to hold a **Post-Application Meeting** for Site and Building Permit Applications and Parks and Public Open Space Subject to Design Review. The following requirement applies to applications for site and/or building permits and parks or other public open space subject to design review. During the 30-day public review period prior to project approval, the project sponsor shall hold a public meeting on or proximate to the proposed project site. A representative from the Planning

Department shall attend any such meeting. Documentation that the meeting took place shall be submitted to the Planning Department consistent with the Department's pre-application meeting proof-of-meeting requirements and shall be kept with the project file. The Planning Director, or Planning Commission if required, shall not approve such a project prior to any such required meeting.

PRELIMINARY PROJECT COMMENTS:

The following comments address specific Planning Code and other general issues that may significantly impact the proposed project. When the Planning Code requirements differ between the M-1 and MUG Zoning Districts it is noted below; otherwise, the Planning Code requirements are the same for both Zoning Districts.

1. **Visitacion Valley/Schlage Lock Special Use District & Design for Development.** The subject property falls within the Visitacion Valley/Schlage Lock Special Use District, adopted in 2009 and amended in 2014.

   The planning process that led to the establishment of the Special Use District and associated Plans (the former Redevelopment Plan, the 2009 Design for Development), date back to 2000. The 2009 Design for Development (D4D) document memorializes the vision of a park/open space adjacent to the historic office building. It also includes the potential for housing on the southern portion of the site. The amended D4D document (2014) maintains the vision for the parcel as open space with the potential for housing. The 2014 Open Space and Streetscape Master Plan (OSSMP) for the Schlage Lock site includes a "Blanken Park alternative," which calls for open space, gardens and public programming on the site.

   The current M-1 Zoning District allows residential uses at a density ratio not exceeding the number of dwelling units permitted in the nearest residential zoning district with a Conditional Use Authorization. In this case, the nearest residential zoning district is RH-1 (Residential, House, Single-Family). Therefore, a density ratio of one unit per 1,500 square feet of lot area would be allowed with a Conditional Use Authorization. With a lot size of 35,993 square feet, a maximum of 24 dwelling units would be allowed. The project sponsor is requesting a reclassification to MUG (Mixed-Use General) and greater height limits similar to those of the adjacent Schlage Lock site. If the project is successfully rezoned to the proposed MUG Zoning District, there is no residential density limit.

   The adjacent Schlage Lock development agreement and accompanying zoning emerged from over 15 years of community process and is part of a master plan which provides significant public benefits, including public open space, streetscape and transportation improvements, access improvements to the Caltrain station, increased affordable housing, and restoration of the historic office building – including the provision of community space. Moreover, the Schlage Lock project will be building substantial basic infrastructure (e.g. streets, water, sewer), and it is possible that the 2201 Bayshore project will benefit from these investments. Comparable to the process for the Schlage Lock site, the Planning Department would expect any reclassification of this site to be vetted through a public process that includes consideration of design and public benefits. Related to this site particularly, the community has long prioritized benefits and amenities associated with the old office building and open space. Any proposed public benefits should be inspired by and consistent with the Design for Development document and Open Space and Streetscape Master Plan. (See Public Realm

Improvements, below.) Please review all of the Visitacion Valley/Schlage Lock plan documents, available at: http://www.sf-planning.org/index.aspx?page=1682.

The Department recommends coordinating with the Planning Department and the Office of Economic and Workforce Development in order to discuss a public engagement process and next steps. For contact information, please see the Visitacion Valley/Schlage Lock page on the Planning Department's website: http://www.sf-planning.org/index.aspx?page=1682.

2. **Existing Height and Bulk**. The subject property is located within a 40-X Height and Bulk District, which does not permit the project's proposed height and bulk. The proposed project could not be approved under existing zoning; therefore, a height reclassification is required.

3. **Building Bulk.** Planning Code Section 249.45 outlines bulk and mass limitations. Please ensure that the project plans provide adequate detail in order for staff to determine compliance with this Planning Code requirement.

4. **Site Planning/Urban Design Concept Plan.** The Department encourages that this lot is developed with a site plan that references the broader community process that resulted in the adoption of the first D4D document in 2009 and the current D4D document in June 2014. The Urban Design Concept Plan in both documents shows no buildings on the northern side of the lot, but rather an extension of the Blanken Street Park. The Department encourages the addition of more public open space especially on the northern side of this lot in order to be consistent with the Visitacion Valley Schlage Lock Open Space and Streetscape Master Plan and the Design for Development document.

5. **Major Modification.** Per Planning Code Section 249.45, a Major Modification is any deviation of more than 10 percent from any quantitative standard in this Special Use District or the Design for Development document. If the project is seeking any such deviation then the Major Modification must be approved by the Planning Commission. Additionally, any modifications to Bulk and Massing, Ground Floor Entrances, Private Open Space, Car Sharing, and Public Realm as outlined in either Planning Code Section 249.45 and the Design for Development document also requires a Major Modification that can be approved by the Planning Commission.

6. **Rear Yard.** Planning Code Section 134 requires a minimum rear yard setback of 25% of the lot depth to be provided at the lowest story containing a dwelling unit, and at each succeeding level or story of the building. As proposed, all residential floors of the project encroach into the required rear yard; therefore, the project does not comply. The Planning Department recommends the provision of a comparable amount of open space equivalent to what would have been provided in a compliant rear yard. This deviation would be approved as an exception under the Large Project Authorization or as a Major Modification if a Large Project Authorization is not required.

7. **Open Space (Residential).** For the MUG Zoning District, Planning Code Section 135 requires the project to provide 80 sf of open space for every dwelling unit (if non publicly accessible) and 54 sf of open space for every dwelling unit (if publicly accessible). For the M-1 Zoning District, Planning Code Section 249.45 requires the project to provide 50 sf of open space for every dwelling unit (if common) and 60 sf of open space for every dwelling unit (if private). As proposed, the project provides approximately 16,488 sf of a combination of publicly accessible and not publicly accessible open space. As proposed, there is not sufficient detail provided to determine whether the project

meets the open space requirements. Please ensure that the project plans provide adequate detail in order for staff to determine compliance.

8. **Permitted Obstructions.** Planning Code Section 136 establishes specific dimensional and glazing requirements for bay window projections. As proposed, there is not sufficient detail provided to determine whether the proposed bay windows and balconies comply. Please ensure that the project plans provide adequate detail in order for staff to determine compliance.

9. **Exposure**. Section 140 requires that each dwelling unit have at least one room that meets the 120-square-foot minimum superficial floor area requirement of Section 503 of the Housing Code face directly on a street right-of-way, code-complying rear yard, or an appropriately sized courtyard. The proposed rear yard is not code-complying and does not provide a large enough courtyard to meet the exposure requirement for those units that only have windows fronting the rear yard area. Therefore, the proposed project requires revision to meet the minimum exposure requirement, or you may request and justify an exposure exception through the Large Project Authorization process. The Department generally encourages projects to minimize the number of units needing an exposure exception. As proposed, there is not sufficient detail provided to determine whether the project meets the exposure requirements. Please ensure that the project plans provide adequate detail in order for staff to determine compliance.

10. **Rooftop Screening**. Planning Code Section 141 establishes specific rooftop screening requirements. As proposed, there is not sufficient detail provided to determine whether the project meets the rooftop screening requirements. Please ensure that the project plans provide adequate detail in order for staff to determine compliance.

11. **Street Trees/Streetscape Plan/Pedestrian Improvements**. Planning Code Section 138.1 outlines the requirements for streetscape and pedestrian improvements, including the requirement for new street trees and a streetscape plan. Per Planning Code Section 138.1, the project sponsor will be required to submit a Streetscape Plan illustrating the location and design of streetscape improvements appropriate to the street type, including site furnishings, landscaping, corner curb extensions, and sidewalk widening as appropriate. The Planning Department may require these elements as part of conditions of approval. Streetscape designs should be consistent with the Schlage Lock Open Space + Streetscape Master Plan, which can be found at http://www.sf-planning.org/index.aspx?page=1682. The project sponsor should coordinate streetscape and pedestrian improvements with the master developer of the adjacent Schlage Lock site. Required streetscape and pedestrian improvements are not eligible for in-kind fee credit.

12. **Bird Safety.** Planning Code Section 139 outlines the standards for new construction to reduce bird mortality and bird hazards. Please refer to these standards to ensure compliance with the Standards for Bird-Safe Buildings.

13. **Shadow Analysis.** Based upon the preliminary analysis and submitted materials, the project will have potential shadow impacts on nearby property designated to be acquired by the San Francisco Recreation and Park Department. A Shadow Analysis Application will be required if the proposed building(s) exceed 40 feet in height.

14. **Shadow Analysis (Section 295).** Planning Code Section 295 requires that a shadow analysis must be performed to determine whether the project has the potential to cast shadow on properties under the jurisdiction of or designated to be acquired by the San Francisco Recreation and Park Commission. Department staff has prepared a shadow fan that indicates the project may cast new shadow on Blanken Park, the Leland Greenway, and Visitacion Park. Therefore, a detailed shadow analysis would need to be prepared to determine if the project would create new shadow in that results in an adverse impact to Blanken Park, the Leland Greenway, and Visitacion Park, pursuant to Section 295. If this detailed shadow analysis finds that the project would cast shadow on Blanken Park, the Leland Greenway, and Visitacion Park, the sponsor should explore sculpting of portions of the project to avoid casting new shadows on the park.

15. **Street Frontage.** New construction located within an MUG Zoning District would be subject to the requirements for street frontage as outlined in Planning Code Section 145.1, including the requirements for active uses, ground floor ceiling heights, transparency and fenestration, among others. Please refer to Planning Code Section 145.1. In addition, Planning Code Section 249.45 requires that residential entrances line the streets as described in the D4D document. Please ensure that the project plans provide adequate detail in order for staff to determine compliance with both Code Sections.

16. **Parking.** Under the current zoning and the proposed zoning, no parking would be required. However, each of these zoning districts would have parking maximums, which are listed in Planning Code Section 151.1. Per Planning Code Section 249.45, parking is limited to up to one parking space for every dwelling unit in the Schlage Lock Visitacion Valley Special Use District. Based on the existing and future transit accessibility of the site and the need to limit traffic volumes in the area, parking should be minimized on site. The project as proposed complies with this Code Section.

17. **Bicycle Parking.** Planning Code Section 155.1-155.4 provides requirements for bicycle parking and associated facilities (i.e. showers and lockers) in new residential development. Based on the proposed plans, which includes 205 dwelling units, the proposed project is required to provide a minimum of 126 Class 1 bicycle parking spaces and 10 Class 2 bicycle parking spaces. The project as proposed complies with this Code Section.

18. **Dwelling Unit Mix.** For the MUG Zoning District, Planning Code Section 207.6 states that at least 40% of the dwelling units in each building with residential uses shall contain at least 2 bedrooms or that states that at least 30% of the dwelling units in each building with residential uses shall contain at least 3 bedrooms. For the M-1 Zoning District, Planning Code Section 249.45 states that at least 30% of the dwelling units in each building with residential uses shall contain at least 2 bedrooms. The project appears to comply with this Code Section, however, please provide more detail on the floor plans in order for staff to be able to determine if the bedroom size and arrangement is in compliance.

19. **Visitacion Valley Community Facilities and Infrastructure Fee.** The Visitation Valley Community Facilities and Infrastructure Fee shall be paid before the City issues a first construction document. The fee is $4.58 for each net addition of occupied square feet of residential use.

20. **Option for In-Kind Provision of Community Improvements and Fee Credits.** Project sponsors may propose to directly provide community improvements to the City. In such a case, the City may enter

into an In-Kind Improvements Agreement with the sponsor and issue a fee waiver for the Visitation Valley Community Facilities and Infrastructure Fee from the Planning Commission, for an equivalent amount to the value of the improvements. This process is further explained in Section 420.3(c) of the Planning Code. More information on in-kind agreements can be found in the Application Packet for In-Kind Agreement at http://www.sf-planning.org/Modules/ShowDocument.aspx?documentid=8601

21. **Public Realm Improvements.** Blanken Park and the public space near the old office building have been identified as priority projects in the Schlage Lock D4D and OSSMP documents. The concept proposal in the Schlage Lock Open Space + Streetscape Master Plan includes community gardens, safe and landscaped pedestrian connections, well-designed stairs, fitness stations, and landscaped slopes. See comments in the Preliminary Design Comment section below for more discussion.

22. **Transit Impact Development Fee.** Pursuant to Planning Code Section 411 et seq., the Transit Impact Development Fee may apply if uses other than residential are added to the proposal. Please be aware that an ongoing process – the Transportation Sustainability Program may eventually replace the Transit Impact Development Fee. You can find more information about this program here: http://www.sf-planning.org/index.aspx?page=3035

23. **Bayshore Multi-modal Facility Location Study.** The City and County of San Francisco are currently evaluating alternative locations and designs for a multi-modal facility to strengthen transit connections in the Schlage Lock area, including a planned bus rapid transit (BRT) route. The "multi-modal facility" may be as simple as an enhanced streetscape, as significant as a new enclosed structure, or any range of investments which fall between the two. The Project Sponsor should ensure designs that support transit access and multi-modal connections in the area, as consistent with BRT plans and Study findings. The Study is expected to have public engagement commencing in Fall 2015 and to conclude in Spring 2016. For more information contact Jeremy Shaw at (415) 575-9135 or Jeremy.Shaw@sfgov.org.

24. **Affordable Housing.** Pursuant to Planning Code Section 415, any housing project which consists of ten or more dwelling units shall satisfy the Inclusionary Housing Program requirements outlined in Planning Code Section 415.3(b), Table 415.3. Table 415.3 provides alternatives which include payment of a 20% fee, providing 12% (of the total # of units) on-site as affordable, or 20% (of the total # of units) off-site as affordable. Please see Planning Code Section 415 for further Inclusionary Housing Program Code requirements which also includes submission of an Affidavit of Compliance to the Planning Department depending on the alternative sought. Any on-site affordable dwelling-units proposed as part of the project must be designated as owner-occupied units, not rental units. Affordable units designated as on-site units shall be sold as ownership units and will remain as ownership units for the life of the project.

    For your information, if a project proposes rental units, it may be eligible for an on-site alternative to the Affordable Housing Fee if it has demonstrated to the Planning Department that the affordable units are not subject to the Costa Hawkins Rental Housing Act (a Costa Hawkins exception). Affordable units are not subject to the Costa Hawkins Rental Housing Act under the exception provided in Civil Code Sections 1954.50 through one of the following methods:

    a. Direct financial construction from a public entity
    b. Development bonus or other form of public assistance

You must state in your submittal how the project qualifies for a Costa Hawkins exception. If the project is deemed eligible, we may start working with the City Attorney on the agreement.

25. **First Source Hiring Agreement**. A First Source Hiring Agreement is required for any project proposing to construct 25,000 gross square feet or more. For more information, please contact:

    Ken Nim, Workforce Compliance Officer
    CityBuild, Office of Economic and Workforce Development
    City and County of San Francisco
    50 Van Ness Avenue, San Francisco, CA 94102
    (415) 581-2303

PRELIMINARY DESIGN COMMENTS:

The project is located in the Visitation Valley/Schlage Lock Development Project area, the result of a long community planning process. The current neighborhood context includes primarily three-story residential buildings with some nearby ground floor retail along Bayshore Boulevard. The proposed more immediate context is intended to include residential buildings of up to 57 or 68 feet in height with minimal and specifically located ground floor commercial uses. In addition, the adjacent historic office building will be restored and include community uses. This site, most recently envisioned as a park, is also adjacent to CalTrain tracks and right-of-way. The following comments address preliminary design issues that may significantly impact the proposed project:

1. **Site Design, Open Space, and Massing.** Overall, the Urban Design Advisory Team (UDAT) recommends a more modestly built project located in the southern portion of the site that more directly supports the recent community planning intent to have an open space with smaller buildings rather than maximum built envelop with edge pathways. In the direction of a more modest scenario, UDAT would encourage the creation of an open space from Blanken Avenue to the extension of Raymond Avenue that is well-connected and accessible to the public. It would be also important to establish a welcoming pedestrian connection between Bayshore Boulevard and Street A.

2. **Street Frontage**. Generally, the project should respect and enhance the planned street grid, infrastructure and pedestrian networks in the Development Project area. UDAT would support residential units at the ground floor in alignment with the approved Design of Development document. Particular detail, transparency, and design attention should be given for the facades, exterior design elements and pathways that face onto larger passageways and open space, for example, at the end of Leland Avenue and its greenway. The sponsor should consider a community room with outdoor interface to activate adjacent open space on the northern portion of the site.

3. **Architecture.** As the project is diagrammatic, UDAT does not yet have any specific architectural comments however more generally recommends the use of high quality materials, significant depth between façade planes, and thoughtful detailing to provide interest at the pedestrian level.

PRELIMINARY PROJECT ASSESSMENT EXPIRATION:

This Preliminary Project Assessment is valid for a period of **18 months.** An application, as listed above, must be submitted no later than **February 7, 2017**. Otherwise, this determination is considered expired and a new Preliminary Project Assessment is required. Such applications and plans must be generally consistent with those found in this Preliminary Project Assessment.

cc: Julie Heinzler, Property Owner
Erika Jackson, Current Planning
Jenny Delumo, Environmental Planning
Jeremy Shaw, Citywide Planning and Analysis
Jonas Ionin, Planning Commission Secretary
Charles Rivasplata, SFMTA
Jerry Sanguinetti, Public Works
Pauline Perkins, SFPUC
Planning Department Webmaster (planning.webmaster@sfgov.org)

EXHIBIT B

TO

DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

Defendant 424 Jessie History Properties, LLC Answer to Complaint as filed with the Court on February 4, 2020

EXHIBIT B

Jeffrey H. Lowenthal (State Bar No. 111763)
Zheying Li (State Bar No. 308767)
STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
Telephone: (415) 421-3400
Facsimile: (415) 421-2234
E-mail: jlowenthal@steyerlaw.com
zli@steyerlaw.com

Attorneys for Defendant
424 Jessie Historic Properties, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

VISITACION INVESTMENT, LLC, a California limited liability company,

Plaintiff,

v.

424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company, all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the Complaint adverse to Plaintiff's title, or any cloud on Plaintiff's title thereto, and DOES 1 through 50, inclusive,

Defendants.

Case No. CGC-19-579667

VERIFIED ANSWER TO COMPLAINT FOR QUIET TITLE, FOR DECLARATORY RELIEF, AND FOR PRELIMINARY AND PERMANENT INJUNCTION

Action Filed: October 1, 2019
Trial Date: Not Set

Defendant 424 Jessie Historic Properties, LLC ("Defendant"), hereby answers the Complaint ("Complaint") filed by Plaintiff Visitacion Investment, LLC ("Plaintiff") on October 1, 2019, as follows:

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

1. Defendant lacks sufficient information and belief to answer the allegation contained in Paragraph 1 and 2, and on that basis denies the allegations contained therein.

2. Answering Paragraph 3, Defendant admits that Defendant is a California limited liability company with its principle place of business in Tiburon, California. Defendant further admits that Defendant owns two parcels of real property commonly known as 2201 Bayshore Boulevard and 220 Tunnel Avenue, San Francisco, with the Assessor's Parcel numbers 5087-004 and 5087-005 respectively ("JHP Property"), and denies on lack of information and belief the remaining allegations contained therein.

3. Defendant lacks sufficient information and belief to answer the allegation contained in Paragraph 4, and on that basis denies the allegations contained therein.

4. Defendant admits the allegation contained in Paragraph 5.

5. Defendant lacks sufficient information and belief to answer the allegation contained in Paragraph 6 and 7, and on that basis denies the allegations contained therein.

6. Answering Paragraph 8, Defendant admits that Defendant's real property commonly known as 2201 Bayshore Boulevard and 220 Tunnel Avenue, San Francisco, adjoins a portion of Plaintiff's real property commonly known as 2201, 2245, 2500, 2555 Bayshore Boulevard, San Francisco, and 222 Tunnel Avenue, and 289, 290, 292 Sunnyvale Avenue, San Francisco, and denies on lack of information and belief the remaining allegations contained therein.

7. Defendant lacks sufficient information and belief to answer the allegation contained in Paragraph 9 and 10, and on that basis denies the allegations contained therein.

8. Answering Paragraph 11, Defendant admits that on or about August 1990, Southern Pacific Transportation Company, grantor, granted to Tuntex, Inc, grantee, certain real

property in San Francisco as described by the grant deed executed on August 1, 1990, recorded August 10, 1990 as Document No. E761808 ("1990 Grant Deed"), and denies on lack of information and belief the remaining allegations contained therein.

9. Answering Paragraph 12, Defendant admits that on or about August 1990, Southern Pacific Transportation Company did not convey the real properties commonly known as 2201 Bayshore Boulevard and 220 Tunnel Avenue, San Francisco, and denies on lack of information and belief the balance of allegations contained therein.

10. Answering Paragraph 13, Defendant admits that the 1990 Grant Deed reserved various easements over the real property granted to Tuntex, Inc., and that Exhibit B to the 1990 Grant Deed sets forth these easements, and denies on lack of information and belief the remaining allegations contained therein.

11. Answering Paragraph 14, Defendant admits that Exhibit B to the 1990 Grant Deed contains a provision providing the following:

> A perpetual, exclusive easement in, on, under, over, and through the locations described in Schedule 1 (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (Access Roadway Easement) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications line and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment.

Defendant denies on lack of information and belief the remaining allegations contained therein.

12. Answering Paragraph 15, Defendant admits that Southern Pacific Transportation Company and Tuntex, Inc. executed and recorded a "Deed Correcting Description of Rail Easement" ("1991 Deed") on or about July 1991, and that the 1991 Deed contains a metes and bounds description of the easements. Defendant further admits that the 1991 Deed contains certain provisions providing the same language as that contained in the 1990 Grant Deed, and denies on lack of information and belief the remaining allegations contained therein.

13. Answering Paragraph 16, Defendant admits that the 1990 Grant Deed and the 1991 Deed contain the following provision, and denies the remaining allegations contained therein:

> Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph.

14. Answering Paragraph 17, Defendant admits that Union Pacific Railroad Company conveyed portions of real property commonly known as 2201 Bayshore Boulevard, San Francisco ("JHP Property"), to Patrick McNerney, that Patrick McNerney is the president of Martin McNerney Development, Inc., the manager of Defendant 424 Jessie Historic Properties, LLC, that Patrick McNerney conveyed the JHP Property to Defendant, and denies on lack of information and belief the remaining allegations contained therein.

15. Answering Paragraph 18, Defendant admits the allegation contained therein except the allegation, "pursuant to [the Quitclaim Deed] the RR disclaimed any interest in the Easements", which allegation it denies.

16. Answering Paragraph 19, Defendant admits on information and belief that Plaintiff is now developing its respective potion of real property for mixed use, multi-family housing, and denies on lack of information and belief the remaining allegations contained therein.

17. Answering Paragraph 20, Defendant admits that on or about May 8, 2015, Defendant submitted a Preliminary Project Assessment application to the San Francisco Planning Department describing two new proposed residential buildings with a total of 205 dwelling units, and denies the remaining allegations contained therein.

18. Answering Paragraph 21, Defendant admits that the 2015 Preliminary Project Assessment was assigned to review by the San Francisco Planning Department as Case No. 215-006509PPA, and that the San Francisco Planning Department issued a Preliminary Project Assessment on August 7, 2015, and denies the remaining allegations contained therein.

19. Defendant lacks sufficient information and belief to answer the allegations contained in Paragraph 22, and on that basis denies the allegations contained therein.

20. Answering Paragraph 23, Defendant denies the allegations contained therein.

21. Answering Paragraph 24, Defendant admits on information and belief that Plaintiff intends to convert Plaintiff's property to residential and commercial use, and denies on lack of information and belief the remaining allegations contained therein.

22. Answering Paragraph 25, Defendant admits that Plaintiff has requested Defendant execute and deliver to Plaintiff a quitclaim deed relinquishing the Easements, and that Defendant has not executed this quitclaim deed relinquishing the easements, and denies the remaining allegations contained therein.

FIRST CAUSE OF ACTION
(Quiet Title Against All Defendants)

23. Answering Paragraph 26, Defendant incorporate herein by this reference its responses to Paragraphs 1 through 22, above, as if set fully set forth herein.

24. Answering Paragraph 27, Defendant denies the allegations contained therein.

25. Answering Paragraph 28, Defendant denies the allegations contained therein.

26. Answering Paragraph 29, Defendant denies the allegations contained therein.

27. Answering Paragraph 30, Defendant admits that Plaintiff seeks to quiet title, and denies the remaining allegations contained therein.

28. Answering Paragraph 31, Defendant admits that Plaintiff seeks to quiet title, and denies the remaining allegations contained therein.

SECOND CAUSE OF ACTION
(For Declaratory Relief re Termination and Abandonment of the Easements - Against Defendants)

29. Answering Paragraph 32, Defendant incorporates herein by this reference its responses to Paragraphs 1 through 28, above, as if set fully set forth herein.

30. Answering Paragraphs 33 and 34 Defendant denies the allegations contained therein.

THIRD CAUSE OF ACTION
(For Preliminary and Permanent Injunction - Against Defendants)

31. Answering Paragraph 35, Defendant incorporates herein by this reference its responses to Paragraphs 1 through 30, above, as if set fully set forth herein.

32. Answering Paragraphs 36, 37 and 38, Defendant denies the allegations contained therein.

PRAYER FOR RELIEF

In response to the prayers for relief as to each cause of action and for all causes of action, Defendant denies Plaintiff is entitled to the relief sought.

AFFIRMATIVE DEFENSES

As separate affirmative defenses to the Complaint, and the whole thereof, Defendant asserts as follows:

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Cause of Action)

1. The Complaint fails to state a claim against Defendant upon which any of the relief sought by Plaintiff can be granted in law or equity, including, without limitation, quiet title, declaratory relief, preliminary and permanent injunction, and any compensatory or punitive damages, attorneys' fees or costs.

SECOND AFFIRMATIVE DEFENSE

(Statute of Limitations)

2. Defendant is informed and believes that each of Plaintiff's causes of action against Defendant is barred by the applicable statute of limitations including, but not limited to, California Code of Civil Procedure sections 318, 319, 320, 321, 322, 323, 325, 337, 337a, 338, 338(b), 338(d), 338(g), 339, 339(1), 340, and 343.

THIRD AFFIRMATIVE DEFENSE

(Laches)

3. Defendant is informed and believes that the Complaint, and each purported cause of action contained therein, is barred by the doctrine of laches.

FOURTH AFFIRMATIVE DEFENSE

(Estoppel)

4. Defendant is informed and believes that Plaintiff is estopped from asserting the claims alleged in the Complaint by, among other things, their acts, omissions and conduct, and the acts, omissions and conduct of its predecessors, agents, employees and representatives.

FIFTH AFFIRMATIVE DEFENSE

(Failure to Mitigate Losses)

5. Defendant is informed and believes that Plaintiff's alleged loss, injuries and damages, which are denied, were aggravated by Plaintiff's failure to use reasonable diligence to mitigate them.

SIXTH AFFIRMATIVE DEFENSE

(Waiver and Release)

6. Defendant is informed and believes that Plaintiff is barred from any recovery under the Complaint because it has voluntarily and knowingly waived and released the right to maintain the actions filed in this case by, among other things, their acts, omissions and conduct, and the acts, omissions and conduct of their predecessors, agents, employees and representatives.

SEVENTH AFFIRMATIVE DEFENSE

(Acts in Concert and with Approval)

7. If any of the acts or omissions alleged in the Complaint was committed by the Defendant or its predecessors on title, which is denied, Defendant is informed and believes that Plaintiff and/or the predecessors on title directly or indirectly acted in concert with such persons or knowingly ratified or approved such conduct, and are therefore precluded from any recovery from or against Defendant based thereon.

EIGHTH AFFIRMATIVE DEFENSE

(Assumption of Risk)

8. Defendant is informed and believes that Plaintiff had knowledge of the risks and hazards inherent in the events and activities which took place at the times set forth in the Complaint, as well as the magnitude of those risks and hazards, and thereafter knowingly and willingly assumed and accepted those risks and hazards.

NINTH AFFIRMATIVE DEFENSE

(Statute of Frauds)

9. Defendant is informed and believes that each of Plaintiff's causes of action set forth in the Complaint are barred by the statute of frauds.

TENTH AFFIRMATIVE DEFENSE

(Offset)

10. Defendant is informed and believes that it has incurred damages and expenses in an amount to be ascertained and applied as an offset against Plaintiff's claims, without acknowledging that such claims have merit or provide any basis for recovery.

ELEVENTH AFFIRMATIVE DEFENSE

(Unclean Hands)

11. Defendant is informed and believes that Plaintiff has "unclean hands" with regard to the relief sought in the Complaint and are therefore barred from obtaining such relief.

TWELFTH AFFIRMATIVE DEFENSE

(Consent and Ratification)

12. Defendant is informed and believes that Plaintiff has ratified, acknowledged, consented to, or acquiesced in Defendant's property rights.

THIRTEENTH AFFIRMATIVE DEFENSE

(Bona Fide Purchaser)

13. Defendant is informed and believes that Plaintiff's claims are barred because Defendant and its predecessors on title are good faith bona fide purchasers for value without

notice who took free and clear of Plaintiff's claims.

FOURTEENTH AFFIRMATIVE DEFENSE

(Unjust Enrichment)

14. Defendant is informed and believes that granting Plaintiff's demands set forth in the Complaint would result in Plaintiff receiving relief, money or valuable property interests beyond anything they are entitled to receive, which is hereby denied.

FIFTEENTH AFFIRMATIVE DEFENSE

(No Reliance)

15. Defendant is informed and believes that Plaintiff did not rely on any act, omission, conduct, or statement of Defendant or its predecessors.

SIXTEENTH AFFIRMATIVE DEFENSE

(Outside of Scope of Agency)

16. Defendant is informed and believes that any of the acts or omissions alleged in the Complaint committed by Defendant's agents or representatives, which is hereby denied, was outside the scope of the authority of those agents or representatives and was neither authorized nor ratified by Defendant, nor did Defendant creates ostensible authority for such conduct.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Privilege)

17. Defendant is informed and believes that the acts and omissions alleged in Plaintiff's Complaint were privileged by, among other things, Civil Code Section 47.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Notice)

18. Defendant is informed and believes that Plaintiff's claims herein are barred by Plaintiff's failure to comply with California Code of Civil Procedure section 760.010, *et seq.*

NINETEENTH AFFIRMATIVE DEFENSE

(Lack of Standing)

19. Defendant is informed and believes that Plaintiffs lack standing to assert the matters alleged in the Complaint against Defendant.

TWENTIETH AFFIRMATIVE DEFENSE

(Balancing of Equities)

20. Defendant is informed and believes that Plaintiff's claims herein are barred because a balancing of equities deprived Defendant of valuable vested rights and amount to a hardship far outweighing any loss or inconvenience to Plaintiff.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(No Extinguishment)

21. Defendant is informed and believes that Plaintiff's claims are barred by Plaintiff's failure to allege fats establishing extinguishment of Defendant's easement rights under California Civil Code section 811.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Equitable Easement)

22. In the event that Defendant's appurtenant easement and right of way under its 2016 Grant Deed is in any manner invalid or unenforceable, in whole or in part, which Defendant deny, Defendant is informed and believe it is entitled to an equitable easement which provides Defendant's property access to the public roadway for, among other things, ingress and egress and utilities.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(No Abandonment)

23. Defendant is informed and believes that Plaintiff's claims herein are barred by Plaintiff's failure to allege facts establishing abandonment of Defendant's easement rights and failure to meet the requirements of, among other things, California Civil Code sections 877.040 and 887.050.

WHEREFORE, Defendant prays for judgment as follows:

1. That Plaintiff takes nothing by way of its Complaint;

2. For judgment in Defendant's favor;

3. For all costs of suit herein incurred including, where authorized, reasonable attorneys' fees; and

4. For other relief as the Court may deem just and proper.

Dated: January 31, 2020

STEYER LOWENTHAL BOODROOKAS ALVAREZ & SMITH LLP

By: _____
Jeffrey H. Lowenthal
Zheying Li
Attorneys for Defendant
424 Jessie Historic Properties, LLC

VERIFICATION

I, Patrick McNerney, declare:

I am President of Martin McNerney Development, Inc., the manager of Defendant 424 Jessie Historic Properties, LLC in the above-entitled action, and authorized to execute this verification on its behalf. I have read the foregoing **VERIFIED ANSWER TO COMPLAINT FOR QUIET TITLE, FOR DECLARATORY RELIEF, AND FOR PREMINARY AND PERMANENET INJUNCTION** and know the contents thereof. I am informed and believe that the same is true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 30, 2020 at San Francisco, California.

Patrick McNerney

PROOF OF SERVICE

I declare that I am over the age of eighteen years and that I am not a party to this action. I am an employee of Steyer Lowenthal Boodrookas Alvarez & Smith LLP, and my business address is 235 Pine Street, 15th Floor, San Francisco, CA 94104.

On the date set forth below, I served the following document(s):

VERIFIED ANSWER TO COMPLAINT FOR QUIET TITLE, FOR DECLARATORY RELIEF, AND FOR PRELIMINARY AND PERMANENT INJUNCTION

on the interested parties in this action as follows:

Kenneth S. Katzoff
Katzoff & Riggs
1500 Park Avenue, Suite 300
Emeryville, CA 94608
Telephone: 510-597-1990
Email: rriggs@katzoffriggs.com
[Attorneys for Plaintiff Visitacion Investment, LLC]

☒ **BY ELECTRONIC SERVICE VIA ONE LEGAL.** I caused such document(s) to be electronically Filed and/or Served via One Legal on all interested persons at the email addresses listed with the Court in this matter.

☒ **BY MAIL.** I am readily familiar with my firm's practice for collection and processing of correspondence for mailing with the U.S. Postal Service, to wit, that correspondence will be deposited with the U.S. Postal Service this same day in the ordinary course of business. I sealed said envelope and placed it for collection and mailing following ordinary business practices.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 4, 2020, at San Francisco, California.

Elizabeth R. Costiniano

EXHIBIT C

TO

DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

Plaintiff Visitacion Investment, LLC's First Set of Requests for Admission to Defendant 424 Jessie History Properties, LLC
Served May 22, 2020

EXHIBIT C

KENNETH S. KATZOFF (Bar # 103490)
STEPHEN G. PREONAS (Bar # 245334)
Katzoff & Riggs LLP
1500 Park Avenue, Suite 300
Emeryville, CA 94608
Tel. (510) 597-1990

Attorneys for Plaintiff
VISITACION INVESTMENT, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO – UNLIMITED JURISDICTION

VISITACION INVESTMENT, LLC, Plaintiffs, vs. 424 JESSIE HISTORIC PROPERTIES, LLC, et al., Defendants.	Case No. CGC-19-579667 **PLAINTIFF VISITACION INVESTMENT, LLC'S FIRST SET OF REQUESTS FOR ADMISSION TO DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC**

PROPOUNDING PARTY: Plaintiff VISITACION INVESTMENT, LLC

RESPONDING PARTY: Defendant 424 JESSIE HISTORIC PROPERTIES, LLC

SET NUMBER: ONE (1)

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Plaintiff VISITACION INVESTMENT, LLC ("PROPOUNDING PARTY") hereby requests that Defendant 424 JESSIE HISTORIC PROPERTIES, LLC ("RESPONDING PARTY") admit the truthfulness of the following statements under oath within thirty (30) days from the service of these requests (plus two (2) days for service by overnight mail).

DEFINITIONS

A. "YOU" and "YOUR" and "JHP" as used herein mean 424 Jessie Historic Properties LLC and any "person" acting on its behalf including but not limited to its agents, employees, attorneys, accountants, investigators, partners, representatives, and insurance companies.

B. "VISITACION" refers to Plaintiff Visitacion Investment, LLC, its officers, members, managers, partners, employees, attorneys, contractors, agents, representatives, joint-venturers, and consultants.

C. "COMPLAINT" refers to the complaint filed by Plaintiff in the action entitled *Visitacion Investment, LLC* v. *424 Jessie Historic Properties, LLC*, et al., San Francisco County Superior Court Case No. CGC-19-579667.

D. "CROSS-COMPLAINT" refers to the cross-complaint filed by JHP in the action entitled *Visitacion Investment, LLC* v. *424 Jessie Historic Properties, LLC*, et al., San Francisco County Superior Court Case No. CGC-19-579667.

E. "VISITACION PROPERTY" refers the certain real property described in Paragraph 1 of the COMPLAINT.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

F. "JHP PROPERTY" refers the certain real property described in Paragraph 20 of the COMPLAINT.

G. "JHP PROJECT" refers the certain project described in Paragraph 20 of the COMPLAINT.

H. "EASEMENTS" shall refer to the easements described in Paragraphs 13 and 14 of the COMPLAINT and Paragraphs 4 and 10 of the CROSS-COMPLAINT.

I. "CONCERNING" or "CONCERN" includes referring to, alluding to, responding to, relating to, connected with, commenting on, in respect to, about, regarding, discussing, mentioning, reflecting, evidencing, or otherwise pertaining to.

J. "COMMUNICATION" means any contact among or between two or more persons and includes, without limitations, written contact by such means as letters, email, memoranda, telegrams, Telex, fax, or by any documents, and/or oral contact by such means as face-to-face meetings or telephone conversations. "COMMUNICATION" or "COMMUNICATIONS" shall mean the act or fact of communicating between or among any PERSONS, including telephone conversations, voicemails, letters, correspondence, memoranda, notes, cards, texts, text messages, summaries, photographs, motion pictures, audio recordings and tapes, video recordings and tapes, computer telecommunications, emails, telexes, tweets, social media postings, electronic or magnetic media, or other materials or memorials of communication, meetings or any occasion of joint or mutual presence and interchange.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

and emails.

L. "PERSON" or "PERSONS" shall include a natural person, firm, association, organization, general or limited or professional joint venture, partnership, business, trust, limited liability company, corporation, or public entity.

REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO 1.

Please admit that JHP has abandoned the EASEMENTS.

REQUEST FOR ADMISSION NO 2.

Please admit that the EASEMENTS have been terminated.

REQUEST FOR ADMISSION NO 3.

Please admit that JHP has relinquished any and all property rights in the EASEMENTS.

REQUEST FOR ADMISSION NO 4.

Please admit that the EASEMENTS state that:

> "Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance a satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph."

REQUEST FOR ADMISSION NO 5.

Please admit that JHP created a plan for a residential real estate development project on the JHP PROPERTY.

REQUEST FOR ADMISSION NO 6.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

REQUEST FOR ADMISSION NO 28.

Please admit that equipment or structures needed to support the hypothetical use of the JHP PROPERTY as an internet service exchange (e.g. a data center) can be located outside the EASEMENTS, at another location on the VISITACION PROPERTY.

REQUEST FOR ADMISSION NO 29.

Please admit that equipment or structures needed to support the hypothetical use of the JHP PROPERTY as a wireless telecommunications facility can be located outside the EASEMENTS, at another location on the VISITACION PROPERTY.

Dated: May 22, 2020

KATZOFF & RIGGS LLP

STEPHEN G. PREONAS

Attorneys for Plaintiff
VISITACION INVESTMENT, LLC

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

EXHIBIT D

TO

DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

Jessie History Properties, LLC's Response to Visitacion Investment, LLC's Requests for Admission, Set One Served July 29, 2020

EXHIBIT D

Jeffrey H. Lowenthal (State Bar No. 111763)
Dana M. Andreoli (State Bar No. 262068)
STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
Telephone: (415) 421-3400
Facsimile: (415) 421-2234
E-mail: jlowenthal@steyerlaw.com
dandreoli@steyerlaw.com

Attorneys for Defendant and Cross-Complainant
424 Jessie Historic Properties, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

VISITACION INVESTMENT, LLC, a California limited liability company, Plaintiff, v. 424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company, all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the Complaint adverse to Plaintiff's title, or any cloud on Plaintiff's title thereto, and DOES 1 through 50, inclusive, Defendants. AND RELATED CROSS-ACTION.	Case No. CGC-19-579667 **424 JESSIE HISTORIC PROPERTIES, LLC'S RESPONSE TO VISITACION INVESTMENT, LLC'S REQUESTS FOR ADMISSION, SET ONE** Action Filed: October 1, 2019 Trial Date: May 10, 2021

PROPOUNDING PARTY: Visitacion Investment, LLC

RESPONDING PARTY: 424 Jessie Historic Properties, LLC

SET NO.: One

Pursuant to California Code of Civil Procedure Section 2033, *et seq*., defendant and cross-complainant 424 Jessie Historic Properties, LLC ("Responding Party") hereby responds to plaintiff and cross-defendants Visitacion Investment, LLC's Requests for Admission, Set One, as follows:

PRELIMINARY STATEMENT

Responding Party responds that it has not completed the investigation of the facts relating to this action, has not completed discovery in this action, and has not yet completed preparation for trial. Therefore, the following responses are given without prejudice to the right to produce, at the time of trial or other hearing, subsequently discovered evidence relating to the proof of presently known material facts, and to produce all evidence whenever discovered, relating to the proof of subsequently discovered material facts.

These responses are made solely for the purpose of this action. Each answer is subject to all objections as to competence, relevance, materiality, propriety, inadmissibility and any and all other objections and grounds which would require the exclusion of any statement herein if the questions were asked to, or any statements contained herein were made by, a witness present and testifying in Court, all of which objections and grounds are reserved and may be interposed at the time of trial. Except for explicit facts admitted herein, no incidental or implied admissions are intended hereby. The fact that Responding Party has answered any request herein should not be taken as an admission that Responding Party accepts or admits the existence of any facts set forth or assumed by such requests, or that such response constitutes admissible evidence. The fact that Responding Party has answered part or all of any requests is not intended and shall not be construed to be a waiver by Responding Party of all or any part of any objection to any request herein.

RESPONSES TO REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO 1:

Please admit that JHP has abandoned the EASEMENTS.

RESPONSE TO REQUEST FOR ADMISSION NO. 1:

Responding Party objects to this request on the grounds that it is overbroad as to time, and overbroad, compound, vague and ambiguous with respect to the term "EASEMENTS" on its face and as defined. Responding Party objects to the term "abandoned" as vague and ambiguous and calling for a legal conclusion. Responding Party objects to this request on the ground that it is not full and complete in and of itself in violation of Code of Civil Procedure Section 2033.060(d).

Subject to and without waiving the foregoing objections, Responding Party responds as follows: Denied.

REQUEST FOR ADMISSION NO 2:

Please admit that the EASEMENTS have been terminated.

RESPONSE TO REQUEST FOR ADMISSION NO. 2:

Responding Party objects to this request on the grounds that it is overbroad as to time, and overbroad, compound, vague and ambiguous with respect to the term "EASEMENTS" on its face and as defined. Responding Party objects to the term "terminated" as vague and ambiguous and calling for a legal conclusion. Responding Party objects to this request on the ground that it is not full and complete in and of itself in violation of Code of Civil Procedure Section 2033.060(d). Responding Party objects to this request on the ground that it lacks foundation as to the persons involved with, and the time and nature of, any purported termination.

Subject to and without waiving the foregoing objections, Responding Party responds as follows: Denied.

REQUEST FOR ADMISSION NO 3:

Please admit that JHP has relinquished any and all property rights in the EASEMENTS.

RESPONSE TO REQUEST FOR ADMISSION NO. 3:

Responding Party objects to this request on the grounds that it is overbroad as to time, and overbroad, compound, vague and ambiguous with respect to the term "EASEMENTS" on its face and as defined. Responding Party objects to the terms "relinquished" and "property rights" as vague and ambiguous and calling for a legal conclusion. Responding Party objects to this request on the ground that it is not full and complete in and of itself in violation of Code of Civil Procedure

Section 2033.060(d).

Subject to and without waiving the foregoing objections, Responding Party responds as follows: Denied.

REQUEST FOR ADMISSION NO 4:

Please admit that the EASEMENTS state that: "Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance a satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph."

RESPONSE TO REQUEST FOR ADMISSION NO. 4:

Responding Party objects to this request on the grounds that it is overbroad, compound, vague and ambiguous with respect to the term "EASEMENTS" on its face and as defined. Responding Party objects to this request on the ground that it is not full and complete in and of itself in violation of Code of Civil Procedure Section 2033.060(d).

Subject to and without waiving the foregoing objections, Responding Party responds as follows: Admit to the extent that the easements described in the 1990 Grant Deed, recorded in the County of San Francisco as Document No. E761808 ("1990 Grant Deed"), contains, among other language, the language quoted in the request, and denied that the easements described in the 1990 Grant Deed have been abandoned or terminated and that the language quoted applies to Responding Party.

REQUEST FOR ADMISSION NO 5:

Please admit that JHP created a plan for a residential real estate development project on the JHP PROPERTY.

RESPONSE TO REQUEST FOR ADMISSION NO. 5:

Responding Party objects to this request on the grounds that it is overbroad and compound as to time, and overbroad, compound, vague and ambiguous with respect to the term "JHP PROPERTY" on its face and as defined. Responding Party objects to the terms "plan" and "residential real estate development project" as vague and ambiguous. Responding Party objects to this request on the ground that it is not full and complete in and of itself in violation of Code of

and unintelligible as to the phrases "equipment or structures needed to support", "hypothetical use" and "can be located outside the EASEMENTS, at another location" in the context of this litigation and the easements granted in the 1990 Grant Deed and those rights expressly granted to Responding Party. Responding Party objects to this request on the ground that it is not full and complete in and of itself in violation of Code of Civil Procedure Section 2033.060(d).

REQUEST FOR ADMISSION NO 29:

Please admit that equipment or structures needed to support the hypothetical use of the JHP PROPERTY as a wireless telecommunications facility can be located outside the EASEMENTS, at another location on the VISITACION PROPERTY.

RESPONSE TO REQUEST FOR ADMISSION NO. 29:

Responding Party objects to this request on the grounds that it is overbroad as to time, and overbroad, compound, vague and ambiguous with respect to the terms "JHP PROPERTY", "EASEMENTS" and "VISITACION PROPERTY" on their face and as defined. Responding Party objects to this request on the ground that it lacks foundation and is overbroad, vague and ambiguous and unintelligible as to the phrases "equipment or structures needed to support", "hypothetical use" and "can be located outside the EASEMENTS, at another location" in the context of this litigation and the easements granted in the 1990 Grant Deed and those rights expressly granted to Responding Party. Responding Party objects to this request on the ground that it is not full and complete in and of itself in violation of Code of Civil Procedure Section 2033.060(d).

Dated: July 29, 2020

STEYER LOWENTHAL BOODROOKAS ALVAREZ & SMITH LLP

/s/ Dana M. Andreoli

Jeffrey H. Lowenthal
Dana M. Andreoli
Attorneys for Defendant and Cross-Complainant
424 Jessie Historic Properties, LLC

VERIFICATION

I, Patrick McNerney, declare:

I am the Chief Executive Officer of Martin McNerney Development, Inc., which is the manager of defendant and cross-complainant 424 Jessie Historic Properties, LLC in the above-entitled action. I have read the foregoing 424 JESSIE HISTORIC PROPERTIES, LLC'S RESPONSE TO VISITACION INVESTMENT, LLC'S REQUESTS FOR ADMISSION, SET ONE, and the facts stated in it are true, except as to those stated upon information and belief, and as to those I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: July 29, 2020



EXHIBIT E

TO

DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

Jessie History Properties, LLC's Response to Visitacion Investment, LLC's Form Interrogatories, Set One Served July 29, 2020

EXHIBIT E

Jeffrey H. Lowenthal (State Bar No. 111763)
Dana M. Andreoli (State Bar No. 262068)
STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
Telephone: (415) 421-3400
Facsimile: (415) 421-2234
E-mail: jlowenthal@steyerlaw.com
dandreoli@steyerlaw.com

Attorneys for Defendant and Cross-Complainant
424 Jessie Historic Properties, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

VISITACION INVESTMENT, LLC, a California limited liability company, Plaintiff, v. 424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company, all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the Complaint adverse to Plaintiff's title, or any cloud on Plaintiff's title thereto, and DOES 1 through 50, inclusive, Defendants. AND RELATED CROSS-ACTION.	Case No. CGC-19-579667 **424 JESSIE HISTORIC PROPERTIES, LLC'S RESPONSE TO VISITACION INVESTMENT, LLC'S FORM INTERROGATORIES, SET ONE** Action Filed: October 1, 2019 Trial Date: May 10, 2021

PROPOUNDING PARTY: Visitacion Investment, LLC

RESPONDING PARTY: 424 Jessie Historic Properties, LLC

SET NO.: One

Pursuant to California Code of Civil Procedure Section 2030.210, defendant and cross-complainant 424 Jessie Historic Properties, LLC ("Responding Party") hereby responds to plaintiff and cross-defendant Visitacion Investment, LLC's Form Interrogatories, Set One, as follows:

PRELIMINARY STATEMENT

Responding Party has not completed its investigation of the facts relating to this action, discovery or its preparation for trial. Responding Party's responses are based upon the records and information currently available to Responding Party and are true and correct to the best knowledge of Responding Party as of this date. Therefore, the following responses are given without prejudice to the right to produce, at the time of trial or other hearing, subsequently discovered evidence relating to the proof of presently known material facts, and to produce all evidence whenever discovered, relating to the proof of subsequently discovered material facts, or to add, modify or otherwise change or supplement the responses.

These responses are made solely for the purpose of this action. Each answer is subject to all objections as to competence, relevance, materiality, propriety, inadmissibility and any and all other objections and grounds which would require the exclusion of any statement herein if the questions were asked, or any statements contained herein were made by, a witness present and testifying in Court, all of which objections and grounds are reserved and may be interposed at the time of trial. Inadvertent identification or production of privileged documents or information by Responding Party does not constitute a waiver of any applicable privilege; nor does production of any document or information waive any objection, including relevance, to the admission of such document in evidence. Except for explicit facts admitted herein, no incidental or implied admissions are intended hereby. The fact that Responding Party has answered any interrogatory herein should not be taken as an admission that Responding Party accepts or admits the existence of any facts set forth or assumed by such interrogatories, except as expressly stated in its response, or that such response constitutes admissible evidence. The fact that Responding Party has answered part or all of any

Party's complaint and Responding Party's cross-complaint which span many decades. Responding Party objects to this interrogatory to the extent that it seeks information protected from disclosure by the attorney-client communication privilege, the attorney work-product doctrine and any other applicable privilege.

Subject to and without waiving the foregoing objections and General Objections, Responding Party responds as follows: Not to Responding Party's knowledge.

Discovery remains ongoing and Responding Party reserves the right to supplement its response to this interrogatory

FORM INTERROGATORY NO. 17.1:

Is your RESPONSE TO each request for admission served with these interrogatories an unqualified admission? If not, for each response that is not an unqualified admission:

(a) state the number of the request;

(b) state all facts upon which you base your response;

(c) state the names, **ADDRESSES** and telephone numbers of all **PERSON**S who have knowledge of those facts; and

(d) identify all **DOCUMENTS** and other tangible things that support your response and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

RESPONSE TO FORM INTERROGATORY NO. 17.1:

Responding Party objects to this interrogatory on the grounds that it is vague and ambiguous, compound, overbroad and unduly burdensome in that the same set of operative facts support the denial of multiple requests for admission and further that as there are numerous allegations in Propounding Party's complaint and Responding Party's cross-complaint which span many decades. Responding Party is unable to fully respond to this interrogatory at this time because his discovery and investigation of the facts and circumstances relating to Propounding Party's claims against Responding Party, and Responding Party's defenses thereto, have not been completed and are continuing. For example, Responding Party has not had the opportunity to depose the parties or material third party witnesses to this action. Responding Party objects to this

interrogatory insofar as it calls for a legal conclusion or seeks an expert opinion. Responding Party objects to this interrogatory on the grounds that it seeks information protected by statutory, constitutional and judicial guarantees of privacy. Responding Party objects to this request to the extent that it seeks information protected from disclosure by the attorney-client communications privilege, the attorney work product doctrine and any other applicable privilege. Responding Party refers Propounding Party to and incorporates herein by reference Responding Party's objections asserted to each request for admission.

Subject to and without waiving the foregoing objections, Responding Party responds as follows: (a) 1-29

(b) Responding Party is the owner of that certain real property commonly known as 2201 Bayshore Boulevard and 220 Tunnel Avenue, San Francisco, with Assessor's Parcel numbers 5087-004 and 5087-005 ("JHP Property"), including the owner of various easements ("Subject Easements") located on that certain real property commonly known as 2201, 2245, 2500, 2555 Bayshore Avenue, 222 Tunnel Avenue, and 289, 290, 292 Sunnydale Avenue, San Francisco ("Visitacion Property"). Responding Party is informed and believes that Propounding Party claims that the Subject Easements have been terminated and/or abandoned and seeks to quiet title to the Visitacion Property, which Responding Party denies. Propounding Party's claims interfere with Responding Party's title, rights, interests and use of the JHP Property and the Subject Easements.

The Subject Easements were initially reserved by Southern Pacific Transportation Company ("Southern Pacific") from its conveyance of the Visitacion Property to Visitacion's predecessor in interest Tuntex (U.S.A.), Inc., pursuant to a Grant Deed dated August 1, 1990, corrected by that certain Deed Correcting Description of Rail Easement dated July 23, 1991. The Subject Easements are perpetual and exclusive for the benefit of Southern Pacific (and its lessees, sublessees, licensees, successors or assigns) in, on, under, over and through certain portions of the Visitacion Property, including the "right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future rail and railroad related equipment and facilities and communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment."

Responding Party is informed and believes that the foregoing express language reserving for Southern Pacific and its lessees, sublessees, licensees, successors or assigns the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future "communication lines and facilities" is independent from and additional to Southern Pacific and its lessees, sublessees, licensees, successors or assigns the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future "railroad, rail and railroad related equipment and facilities" or specifically the "Railroad Main Line Easement", "Drill & Spur Track Easement", and "Access Roadway Easement".

On January 21, 2015, Union Pacific Railroad Company (formerly known as Southern Pacific) ("Union Pacific") conveyed the JHP Property, including the Subject Easements, to Patrick McNerney pursuant to a Quitclaim Deed recorded in San Francisco County Recorder's Office as Document No. 2015-K016863-00. At the time of such conveyance, Union Pacific represented and Mr. McNerney acknowledged that the property abutting the easterly boundary line of the JHP Property is dedicated and used for railroad purposes.

On August 17, 2016, Mr. McNerney conveyed the JHP Property, including the Subject Easements, to Responding Party in order to transfer title to a single member limited liability company, managed by Martin McNerney Development, Inc., for which Mr. McNerney is the Chief Executive Officer, pursuant to a Grant Deed recorded on September 14, 2016, in San Francisco County Recorder's Office as Document No. 2016-K328238-00.

Responding Party is informed and believes that Union Pacific did not terminate or abandon the Subject Easements, and Responding Party has not terminated or abandoned the Subject Easements. The JHP Property is currently zoned M-1 for Light Industrial use, which allows as either conditional or permitted uses, among other uses, heavy manufacturing, storage yards, truck terminals, internet service exchange (*e.g.*, a data center) and/or wireless telecommunication facilities. The JHP Property is adjacent to various existing and fully operational passenger and freight train rail lines, and has a potential use as an adjunct to these existing rail lines, which requires the use of the Subject Easements. Responding Party has not committed to any particular or singular use of the JHP Property, but has evaluated the JHP Property for future development as industrial

use, including, without limitation, heavy manufacturing, storage yards, truck terminals, internet service exchange (*e.g.*, a data center), residential use, including, without limitation, apartment, condominiums, single family homes, and live work spaces, and commercial use. Communication lines and facilities will be necessary to any and all of these uses of the JHP Property.

Responding Party is informed and believes that Propounding Party's proposed development and improvement of the Visitacion Property will substantially interfere with and obstruct Responding Party's use or potential use of the Subject Easements.

(c) Responding Party refers Propounding Party to Responding Party's response to Interrogatory No. 12.1, above.

(d) The 1990 Grant Deed recorded in the San Francisco Recorder's Office as Document No. E761808; Deed Correcting Description of Rail Easement, recorded in the San Francisco Recorder's Office as Document No. E962735; 2005 Quitclaim Deed, recorded in San Francisco Recorder's Office as Document No. 2015-JO 16863-00; 2016 Grant Deed, recorded in San Francisco Recorder's Office as Document No. 2016-K328238-00; public records and regulations identifying the zoning and use of the JHP Property, and records identifying the ownership and use of parcels adjacent to the JHP Property.

Discovery remains ongoing and Responding Party reserves the right to supplement its response to this interrogatory.

FORM INTERROGATORY NO. 50.1:

For each agreement alleged in the pleadings:

(a) identify each **DOCUMENT** that is part of the agreement and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;

(b) state each part of the agreement not in writing, the name, **ADDRESS**, and telephone number of each **PERSON** agreeing to that provision, and the date that part of the agreement was made;

(c) identify all **DOCUMENTS** that evidence any part of the agreement not in writing and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;

to this interrogatory on the grounds that it seeks information protected by statutory, constitutional and judicial guarantees of privacy. Responding Party objects to this interrogatory to the extent that it seeks information protected from disclosure by the attorney-client communication privilege, the attorney work-product doctrine and any other applicable privilege.

Subject to and without waiving the foregoing objections, Responding Party responds as follows: Propounding Party does not allege any agreement with Responding Party in its Complaint.

FORM INTERROGATORY NO. 50.6:

Is any agreement alleged in the pleadings ambiguous? If so, identify each ambiguous agreement and state why it is ambiguous.

RESPONSE TO FORM INTERROGATORY NO. 50.6:

Responding Party objects to this interrogatory on the grounds that it is vague and ambiguous, compound, overbroad and unduly burdensome, specifically with regard to the phrase "agreement alleged in the pleadings" as it is used in this interrogatory and in the context of this litigation and in that there are multiple pleadings and multiple "agreements" referenced in Propounding Party's complaint. Responding Party objects to this interrogatory on the grounds that it lacks foundation and/or calls for speculation. Responding Party objects to this interrogatory insofar as it calls for a legal conclusion and/or seeks an expert opinion. Responding Party objects to this interrogatory on the grounds that it seeks information protected by statutory, constitutional and judicial guarantees of privacy. Responding Party objects to this interrogatory to the extent that it seeks information protected from disclosure by the attorney-client communication privilege, the attorney work-product doctrine and any other applicable privilege.

Subject to and without waiving the foregoing objections, Responding Party responds as follows: Propounding Party does not allege any agreement with Responding Party in its Complaint.

Dated: July 29, 2020

STEYER LOWENTHAL BOODROOKAS ALVAREZ & SMITH LLP

/s/ Dana M. Andreoli

Jeffrey H. Lowenthal
Dana M. Andreoli
Attorneys for Defendant and Cross-Complainant
424 Jessie Historic Properties, LLC

VERIFICATION

I, Patrick McNerney, declare:

I am the Chief Executive Officer of Martin McNerney Development, Inc., which is the manager of defendant and cross-complainant 424 Jessie Historic Properties, LLC in the above-entitled action. I have read the foregoing 424 JESSIE HISTORIC PROPERTIES, LLC'S RESPONSE TO VISITACION INVESTMENT, LLC'S FORM INTERROGATORIES, SET ONE, and the facts stated in it are true, except as to those stated upon information and belief, and as to those I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: July 29, 2020



EXHIBIT F

TO

DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

Deposition Transcript of January 20, 2021 Deposition of Patrick McNerney as PMK of Defendant 424 Jessie Historic Properties, LLC ("McNerney Depo")

EXHIBIT F

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

---oOo---

VISITACION INVESTMENT,

Plaintiff,

vs. No. CGC-19-579667

424 Jessie Historic

Properties, LLC, et al.,

Defendants.

/

DEPOSITION OF PATRICK MCNERNEY

PMK 424 Jessie Historic Properties, LLC

Taken before KIMBERLY R. HENDERSHOTT, RPR, CRR

CSR NO. 12552

January 20, 2021

I N D E X

WITNESSES PAGE

PATRICK MCNERNEY

Examination By Mr. Preonas 7

E X H I B I T S

PLAINTIFF'S	DESCRIPTION	MARKED
Exhibit 1	Plaintiff Visitacion Investment, LLC's Amended Notice of Taking Deposition of the Persons Most Knowledgeable for 424 Jessie Historic Properties, LLC	18
Exhibit 2	Quitclaim Deed	21
Exhibit 3	Grant Deed	25
Exhibit 4	Deed Correcting Description of Rail Easement	30
Exhibit 5	Deed Correcting Description of Rail Easement	40
Exhibit 6	Letter dated 5 February 2015 to Julie Heinzler from Eric Broadhurst	40
Exhibit 7	Report Geotechnical Investigation	51
Exhibit 8	Assessor's Block 5087 document	56
Exhibit 9	Email string	62
Exhibit 10	Application Packet for Preliminary Project Assessment	81
Exhibit 11	Letter to Patrick McNerney from Jonathan Scharfman, dated April 3, 2015	92
Exhibit 12	Email string from Jonathan Scharfman dated May 11, 2015	104
Exhibit 13	Phase I Environmental Site Assessment Report	109
Exhibit 14	BAR Architects - Engagement Letter 9/23/15	117

Exhibit 15	Email string from Patrick McNerney to Doug Walsh	133
Exhibit 16	Email dated November 18, 2015	137
Exhibit 17	E-mail of November 19th, 2015, from Patrick McNerney to Doug Walsh	150
Exhibit 18	Letter from the San Francisco Planning Department dated November 24, 2015	166
Exhibit 19	E-mail from John Rahaim dated November 25th, 2015	168
Exhibit 20	Email from Julie Heinzler to Patrick McNerney dated March 30, 2016	171
Exhibit 21	Email from Doug Walsh to Patrick McNerney dated May 11, 2016	172
Exhibit 22	Email dated August 16, 2016	180
Exhibit 23	Email from Doug Walsh to Patrick McNerney dated August 4, 2016	175
Exhibit 24	Email from Patrick McNerney to Doug Walsh dated August 24, 2016	182
Exhibit 25	Email from Patrick McNerney to Doug Walsh dated September 28, 2016	186
Exhibit 26	E-mail from Jill Helffenstein to Patrick McNerney dated March 8, 2017	191
Exhibit 27	Email from Julie Heinzler to Patrick McNerney dated March 22, 2017	195
Exhibit 28	Email from Scott Smith to Patrick McNerney dated April 10, 2010	200
Exhibit 29	BAR Architects Drawings	203

Exhibit 30	Letter from BAR Architects to Julie Heinzler, Martin Building Company, dated August 3, 2017	205
Exhibit 31	Email from Patrick McNerney to Brian Fitzpatrick on September 6th, 2017	209
Exhibit 32	E-mail from Jonathan Scharfman to Patrick McNerney dated October 28th, 2017	216
Exhibit 33	Document from San Francisco Public Works dated August 20th, 2019	225
Exhibit 34	Email from Patrick McNerney to Gregory Vilkin dated September 13, 2019	227
Exhibit 35	Letter to Patrick McNerney from Stephen Preonas dated September 13, 2018	231
Exhibit 36	Document dated September 19th, 2019, from Tony Crossley to Patrick McNerney	231
Exhibit 37	E-mail from Julie Heinzler to Patrick McNerney dated September 16, 2019	237

DEFENDANTS'	DESCRIPTION	MARKED

(None marked.)

DEPOSITION OF PATRICK MCNERNEY

BE IT REMEMBERED, that pursuant to Notice, and on the 20th day of January 2021, commencing at the hour of 10:11 a.m., before me, KIMBERLY R. HENDERSHOTT, a Certified Shorthand Reporter, via videoconference appeared PATRICK MCNERNEY, produced as a witness in said action, and being by me first duly sworn, was thereupon examined as a witness in said cause.

---oOo---

APPEARANCES:

For the Plaintiff:

STEPHEN PREONAS, ESQ.
(via videoconference)
Katzoff & Riggs LLP
1500 Park Avenue
Suite 300
Emeryville, California 94608
(310) 226-7843
Spreonas@katzoffriggs.com

For the Defendants:

JEFFREY H. LOWENTHAL, ESQ.
(via videoconference)
Steyer Lowenthal, et al.
235 Pine Street
15th Floor
San Francisco, California 94104
(415) 421-3400
Jlowenthal@styerlaw.com

just let us know and, you know, any type of bio break or whatever it is that you need, we can accommodate that. I just ask if there is a question pending that you don't break until you've responded to that question.

Do you understand that?

A. Yes.

Q. All right. So I'd like to go over just briefly your background, Mr. McNerney.

How old are you and where were you born?

A. Fifty-eight. I was born in Oxnard, California.

Q. And what's your educational history?

A. A Bachelor of Science in construction management.

Q. And where is that degree from?

A. Cal Poly San Luis Obispo.

Q. Do you have any graduate degrees, Mr. McNerney?

A. No.

Q. Do you hold any professional licenses?

A. I have two licenses, a general contractor's license and a real estate broker's license, both California licenses.

Q. Have you ever had any disciplinary action

involving those licenses?

A. No.

Q. And what year did you obtain your BS in construction management from Cal Poly San Luis Obispo?

A. 1985.

Q. And where did you go to work after you got your degree in '85?

A. I went to work initially for Rudolph and Sletten, a commercial general contractor; subsequently, for a small residential developer, Herd Construction; and then in 1989, I started Martin Building Company.

Q. And that's based on your middle name. That's why we call it Martin?

A. Correct.

Q. Great. Cool.

And what is the business of Martin Building Company?

A. Martin Building Company is a -- you know, a design, construction, development firm, management, so all things real estate. Martin Building Company certainly could be on the sales side, acquisitions. They generally do not hold property. They are -- Martin Building Company doesn't -- that would be left to individual single-purpose entities, generally.

But all things related to real estate and

construction.

Q. Is there --

MR. LOWENTHAL: Pat, why don't you give him the full -- the legal name of Martin Building Company.

THE WITNESS: Martin Building Company is a DBA. The legal name is Martin McNerney Development Inc.

BY MR. PREONAS:

Q. All right. Thank you.

A. Yes.

Q. And I know that there's one employee from the record here, Julie Heinzler. Is there any other employees from Martin Building?

A. Yes.

Q. How many?

A. Seven full-time employees currently.

Q. Is there a particular type of real estate development that Martin Building does or is it --

A. No. It's fairly specific, though, to San Francisco or a very tight region around San Francisco.

Q. A full commercial residential properties?

A. Correct.

Q. Industrial properties as well?

A. Only on the acquisition side. Generally, when you acquire an industrial property, it will be reused

into some other higher and better use, generally. But we certainly have done industrial work in the past.

Q. You were never operated as a railroad?

A. I'm not sure what the definition of railroad is.

Q. Trains, commercial rail?

A. I have never operated trains. I have worked on property that was owned by a railroad as well as purchased properties owned by a railroad with railroad tracks on them.

Q. Which properties were those, if you can recall?

A. I mean, specifically, one was 5 Lusk Street in San Francisco. Another one was 655 Third Street in San Francisco. Another one was 8 -- I think it was 8 -- or I mean, 7 and -- 79 Clarence Place in San Francisco. Another one was 88 Arkansas, San Francisco.

That's all I can remember at this moment.

Q. Was there ongoing railroad operations on any of those properties?

MR. LOWENTHAL: Objection. Vague as to time.

You can respond, Pat. I'm just making an objection as to form.

THE WITNESS: Well, after I have purchased them, no.

believe that he just told me about it, and then I went directly to Union Pacific. I haven't researched that -- the facts around that, but that's my recollection.

BY MR. PREONAS:

Q. So when you say you went direct to Union Pacific, what did you do to go direct to Union Pacific?

A. I -- he -- I believe Chris Harney gave me the name of Robert Krantz, and having done work with Southern Pacific in the past, that name actually was familiar to me.

Q. What work had you done with Southern Pacific in the past?

A. Some acquisitions.

Q. Were any of those acquisitions the ones that you previously referenced; 5 Lusk, 88 Arkansas, 655 Third Street?

A. Yes.

Q. So this was a direct deal to purchase the JHP property? You didn't use any brokerages to broker the transaction?

A. I don't recall. I'll have to look back to see if Chris Harney did get any kind of commission either directly from the deal or subsequent from me. I don't recall. I don't think he was party to it, but I don't

A. Well, the purpose of my access was to get to my property, and their access was to get to their property.

Q. Was there other ways to access your property?

A. It's accessible from Blanken.

Q. Any other access besides through Sunnydale or Blanken?

A. You could get to it from the railroad right-of-away.

Q. Prior to purchasing the property when you toured the Visitacion property in your vehicle, what was your purpose in doing so?

A. There was multiple reasons, physical inspection of the property; meeting consultants there prior to purchase and post purchase; meeting with the Visitacion Valley plaintiff there on a number of occasions; inspecting the work that they actually performed adjacent to our property.

Q. And that's the retaining wall?

A. Yeah, two retaining walls.

Q. Did you walk the easements when you -- prior to purchasing the property?

A. Yes.

Q. And how did you locate them?

A. Just an approximate.

Q. What was -- was there any -- anything present in the easements when you walked it prior to purchasing?

A. I don't believe so.

Q. Wasn't any railroad equipment?

A. I don't recall.

Q. There might have been, there could have been, you just don't recall either way?

A. Well, I know there were two sheds there that were former railroad property that, ultimately, Visitacion Valley had removed. But I think those were in the ease- -- within the easement area. There may have been some rail lines or railroad ties. I don't recall.

Q. Are there any railroad ties that are there presently?

A. I don't know.

Q. Any sheds there presently?

A. Not that I can see.

Q. You mentioned the sheds were removed. Why were they removed?

MR. LOWENTHAL: Objection. Calls for -- lacks foundation. Calls for speculation.

You can respond, Pat.

THE WITNESS: Well, again, this is going from

memory, but there were two sheds on the property. I believe one was on our property, one was -- and one was not. But we can look at the -- at the title report and the office survey. And they were old and deteriorating and Visitacion Valley. So plaintiff wanted them removed, and I wanted the one that was on our property removed. So they were -- I think they were largely just accumulating people's belongings and some homeless.

BY MR. PREONAS:

Q. The vagrants were living in the sheds?

A. I believe so.

Q. Anything else you can recall about the conditions of the easements when you toured them prior to purchasing the JHP property?

A. No.

Q. Can you describe the easements in their current condition?

A. I'm sorry. Can you ask that again?

Q. Just -- I mean, when was the last time that you walked the easements?

A. Last week.

Q. What was their current condition?

A. They're, you know, vehicular and pedestrian navigable. They're at -- basically at the grade of

Sunnyvale. And they're sloping gently down toward my property as it gets closer to the property.

Q. Was there any equipment in the easements when you saw it last week?

A. There was no equipment in the easements when I saw it last week.

Q. Any railroad ties?

A. I didn't notice. The reason I bring up railroad ties is that having worked on a number of properties formerly owned by railroad company, you don't often find those things until you're doing your excavations. And so there very easily could be railroad ties and railroad rails that are buried subterranean that we just don't know exist.

Q. But you haven't seen any?

A. Not recently.

Q. Have you ever seen them?

A. I don't recall.

Q. When you toured the -- when you walked the easements last week, did you see any communications lines?

A. I did not.

Q. Fiberoptic cables?

A. It's my experience that those things are generally buried below grade. I don't know how often

I've seen fiberoptic cables anywhere in my life.

MR. PREONAS: All right. I'm going to mark a new exhibit here.

(Plaintiff's Exhibit 5 marked for identification.)

BY MR. PREONAS:

Q. So you've mentioned earlier as part of your due diligence prior to acquiring the JHP property, you performed some testing; is that correct?

A. Correct.

Q. And you mentioned it might have had an environmental and a geotechnical.

Do you recall any other testing that you might have done?

A. No.

MR. PREONAS: Introducing Exhibit 6.

(Plaintiff's Exhibit 6 marked for identification.)

BY MR. PREONAS:

Q. It's a Charles M. Salter Associates Inc. document dated February 5th, 2015, addressed to Julie Heinzler of Martin Building Company.

Do you see this?

A. I need to pull that up.

Q. Sure. Thank you.

A. Okay.

Q. So I'd like you to look at the first page under the heading "Project Criteria, Noise." If you could just read that paragraph, please.

A. Okay.

Q. Just let me know when you're done.

A. Okay. I'm done.

Q. So what is this report?

A. It's an acoustical report.

Q. And Martin Building Company obtained this from Charles Salter Associates?

A. Correct.

Q. And what was the purpose of Martin Building Company obtaining this from Charles Salter & Associates?

A. To understand the levels of noise and vibration that emanate from the railroad right of way.

Q. And why was that understanding important to Martin Building Company?

A. For development of any -- basically, any development, you need to understand what the implications are of adjacent property uses and determine how -- why and how to mitigate.

The point of this report was to determine what the impact on our property was of the adjacent railroad

right of way.

Q. And did you provide Charles Salter Associates with any parameters for this report prior to them developing it for you?

A. I don't recall.

Q. If you go back and read that project criteria, it says that the building code has historically required that the indoor noise level in residential units of new family --

(Reporter interruption for clarification.)

BY MR. PREONAS:

Q. It says "the California building code has historically required that the indoor noise level in residential units of new multi-family dwellings not exceed 45 decibels."

Do you see that?

A. Yes.

Q. Does that refresh your recollection as to what parameters you provided to Charles Salter prior to him issuing this report to Martin Building Company?

A. Oh, I'm certain that we said that we wanted to evaluate based on the most stringent criteria as we do with almost all of our sites, knowing that the residential criteria -- should we develop it residential. The residential criteria is the

strictest. We can only stack off on that as it becomes more commercial based or industrial.

But generally speaking, we like to know what the most restrictive criteria is.

Q. And that's because you wanted to have a report that could allow you to evaluate residential use of the property, correct?

A. It's one of our options, yes.

Q. What were the other options that you considered prior to purchasing the property?

A. We considered all the relevant options from open land to structures, industrial, commercial, retail, residential, life sciences, hospital, any permitted or conditional use. Sometimes we even look at non-permitted uses, knowing that there's a possibility of changing it if the reason is compelling enough.

Q. This particular report provided for an analysis of residential use of the property, correct?

MR. LOWENTHAL: Objection. Mischaracterizes the document.

THE WITNESS: No, the document provides -- it makes its stipulation on what residential guidelines are for development, but it certainly doesn't -- it's not a report based on a residential development.

than --

THE WITNESS: Yes, I found it. So the name of the company is ProVen Management, P-R-O-V-E-N.

BY MR. PREONAS:

Q. And is that a document you produced to your counsel in response to document requests in this action?

A. I'll have to verify. It wasn't intentionally not included.

Q. I understand things happen, and that's fine. I just reviewed the documents and didn't see that one. So I -- it's possible I missed it, but we'll deal with that after the deposition. But thank you.

A. Yes, so the period was -- it was in early 2019 was their use.

Q. So what, exactly, was ProVen Management doing in early 2019 on the JHP property?

A. They used the property for support of -- from what they told me, it was a support space for a contract they had in railroad repair, management, or maintenance.

Q. And what were they repairing or maintaining? Do you know?

A. I don't know.

Q. Do you know how they accessed the property to

perform the maintenance and repair obligations?

MR. LOWENTHAL: It's a little vague.

But you can go ahead, Pat.

THE WITNESS: Well, because they had full access to the Vis. Valley site. They likely accessed it through -- from Sunnydale. They were actually the contractor for and -- for plaintiff as well.

MR. LOWENTHAL: I didn't see those documents. Did you produce those, Steve? We'll have to deal with that after the deposition.

MR. PREONAS: Yeah. No, that -- you know.

BY MR. PREONAS:

Q. So ProVen Management was also contracted with Vis. Investments? Is that your testimony?

A. That's my belief.

Q. Okay. And what are they -- if you know, what did they contract to do with Vis. Investment?

A. I don't know. I think they're just -- they were one of the -- their development -- you know, site development contractors.

Q. Do you know what -- do you know what ProVen Management was repairing or maintaining on the JHP property in early 2019?

MR. LOWENTHAL: I think that mischaracterizes the testimony. He testified that it was used as a

staging area for the railroad. So he wasn't doing the repairs on the JHP property. He was doing it -- they were doing the repairs on the railroad property from the JHP property.

THE WITNESS: Correct.

BY MR. PREONAS:

Q. And so do you know where ProVen Management was repairing, maintaining in early 2019?

A. I don't know.

Q. You don't know where the work was actually performed?

A. I don't. I remember asking the principal at ProVen about their contract and how much they were getting paid to -- to -- to rent the site, and he said that it was a multimillion dollar contract. So I don't know what it was.

Q. And how much did ProVen Management pay you or pay JHP for use of the JHP property as a staging area in early 2019?

A. $15,000.

Q. Do you know if ProVen Management was repairing and maintaining railroad equipment?

A. I mean -- so, again, my recollection was they just had a contract, and I believe it was with the JPA, the joint powers authority, that manages the rail

lines, but I didn't ask more specifics on that.

Q. Do you know who you were dealing with at ProVen Management?

A. Yes. I have a contact here, William Gilmartin.

Q. Are there any other people that have used the JHP property subsequent to your purchase other than ProVen Management?

A. The Vis Valley plaintiff did.

Q. Anybody else?

A. Not with my permission, no.

Q. Anybody else without your permission?

A. I know that the contractors for plaintiff have used it without my permission. I'm not sure. That's recently, in the last 12 months. I'm not sure who those people are.

Q. And I recall getting a message from your counsel about that. Has that unauthorized use been abated, to your knowledge?

A. To my knowledge, I was there, as I said, a week ago, so I looked, and it looks like they're being respectful.

Q. Oh, that pleases me. I've marked a new Exhibit 7 here.

A. Okay.

(Plaintiff's Exhibit 7 marked for identification.)

BY MR. PREONAS:

Q. This is a document entitled "Report, Geotechnical Investigation, Planned Development of 2201 Bayshore Boulevard, San Francisco."

Do you understand 21- -- 2201 Bayshore to be a JHP property?

A. Yes.

Q. And this report's dated February 7th, 2015, correct?

A. Yes.

Q. Okay. But this was something that you requested Allen Gruen to investigate prior to your purchase, correct?

A. Yes.

Q. He couldn't have prepared this report two days after you closed, correct?

A. Correct.

Q. What was the purpose of obtaining this geotechnical investigation from Gruen?

A. In order to determine what the subsurface soil conditions are like and to understand the viability of any possible development as it relates to the geologic issues.

Q. And was there any particular parameters that you provided to Allen Gruen prior to undertaking this investigation we've marked as Exhibit 7?

MR. LOWENTHAL: Objection. Vague.

THE WITNESS: Well, according to this report, it says that we gave him a project description of a five-star residential building with one basement level, about 80 residential units.

BY MR. PREONAS:

Q. Okay. And is that something that you or an agent of yours communicated to Allen Gruen?

MR. LOWENTHAL: Objection. Calls for speculation.

THE WITNESS: Yes.

BY MR. PREONAS:

Q. And why was that communicated to Allen Gruen?

A. Well, it's been my experience that geotech and most of it -- third-party specialists want a general understanding of what their -- what we're proposing.

Q. So that came from -- that came from you as to what you were proposing?

A. Well, it came from myself or likely Ms. Heinzler, on -- designed for, you know, a structure and probably it said what kind of structure, and we said, Well, try this.

A. -- we are evaluating two scenarios. Here are the two scenarios we're evaluating.

Q. Fair enough.

Did you have -- did you have a preference for one of these two development scenarios at the time?

A. Well, Number 2 is the preferred alternative as I stipulate in the E-mail.

Q. Yeah, I missed that. Sorry. Thank you.

So can you explain to me the issue with the zoning and the differences between these two development scenarios as it pertains to the JHP property as of March 27th, 2015?

A. So the property is currently zoned M-1. M-1 is a light manufacturing commercial zoning.

The adjacent site, the Vis. Valley site by Bayside had been zoned to MUG. And I believe that stands for mixed use general.

An M-1 site has advantages and restrictions as you might imagine as compared to MUG site.

The process of rezoning is extensive, timely -- or time-consuming and very expensive.

So anyway, this is just a quick note to him that if we did change the zoning, MUG is more permissive for residential than is M-1. If you recall back to the geologic report, it referenced a

retail.

Q. Railroad?

A. Railroad.

Q. What would a railroad use be that you could utilize under M-1 zoning?

A. My -- I don't know if M-1 zoning talks about railroad. It's more industrial. It's actually a designated type of use, but I look at our proximity to the rail line and know that that's an advantage, and knowing that there was formerly a spur track on this property, those are both advantages for us in our optionality.

Q. And why is that the advantage in your optionality?

A. Because there's precedent there that railcars actually were used that left the main track and came onto this property and even potentially gone down to Sunnydale.

But to use it as railcar access for shipping and receiving certainly is just one of those other additional options.

Q. Is there an existing spur track on the JHP property?

A. Not that I'm aware of.

Q. And the retaining wall that was built between

as I recall, yet they haven't started a single foundation.

Q. What about for your site?

A. In that location, a 200-unit project next to a site that's not developed doesn't make any sense at all. It should be something other than residential, for sure.

Now, if they were actually to get occupants on their site, then that -- the story can change. Right now, it is not a residential development site.

Q. What is it, in your opinion, right now?

A. As I said, industrial, commercial industrial.

Q. Okay. All right. I put a new Exhibit 10 in the shared folder, Mr. McNerney. Can you try to bring that up, please.

A. Okay.

(Plaintiff's Exhibit 10 marked for identification.)

BY MR. PREONAS:

Q. Do you recognize this document?

A. Yes.

Q. And what is it?

A. It's an application packet for preliminary project assessment by the City of San Francisco.

Q. And so I'd like you to look at Page 4 of that

A. Okay.

Q. Look at the description of additional project features that are not included in the table. Can you read that table for me, please. Let me know when you're finished.

A. Okay.

Q. And so did you assist Reuben & Junius in preparing this application personally?

A. No.

Q. Does -- do you agree with the description of the property that was prepared by Reuben & Junius in this Exhibit 7 [sic]?

A. Which description?

Q. That -- okay. We can parse it out.

A. Do I agree with this paragraph?

Q. Yes.

A. Well, the project is capitalized, and I don't think that there's a -- capitalized term for it anywhere.

This form is largely blank in these first sections, and I'm not sure why. And maybe this was just a draft and not -- and I don't have a copy of the final form that was submitted.

So they're talking about the property site, not the project. The property was included in the

Vis. Valley/Schlage Lock area plan. So yes, that is correct, as far as we can tell.

Q. And -- but it was omitted from the plan's rezoning legislation passed in 2014, is that consistent with your understanding?

A. Yes.

Q. And it's consistent with your understanding that in order to accommodate a residential project of approximately 200 residential units, that there would need to be rezoning of the property, correct?

MR. LOWENTHAL: Objection. Vague as to time. Now or then?

THE WITNESS: Need a time.

BY MR. PREONAS:

Q. Okay. You can take it in 2015 -- May of 2015, when Martin Building Company submitted this preliminary project application to San Francisco?

A. Correct.

Q. I'm done with that portion of the document. If you could continue to Page 9 of the file.

A. Okay.

Q. It's a letter on Martin Building Co. letterhead.

Do you see that?

A. Yep.

corporation.

Q. Okay. Do you know what the cost of the retaining wall was to install?

A. I don't.

Q. Okay.

A. I did know at the time, but I don't recall.

Q. Did JPA Martin have to pay any costs for the retaining wall?

A. No. Just to be clear, JHP doesn't need a retaining wall.

Q. Why not?

A. Because it only served to maximize the development area of their site. It didn't provide any benefit to our site.

Q. I uploaded a new exhibit here, Mr. McNerney. It should be popping up in a moment. A larger document, but we're not going to go through all of it.

A. Is it 12?

MR. LOWENTHAL: No.

BY MR. PREONAS:

Q. No. It's 13.

A. Okay.

(Plaintiff's Exhibit 13 marked for identification.)

BY MR. PREONAS:

Q. Because it was larger, it took an extra moment to load.

A. Okay.

Q. Number.

A. Okay.

MR. LOWENTHAL: Can you read this 600-page document and tell me what your understanding of it is, Pat?

MR. PREONAS: Real quick.

No, I'm obviously not going to examine him on the whole 600 pages.

BY MR. PREONAS:

Q. But I'd like you to let me know if you recognize this document, though.

A. I recognize it.

Q. And what is it?

A. It says "Phase I Environmental Assessment."

Q. And what's the purpose of this document?

A. It's essentially a records search to identify any -- help identify any environmental conditions that exist at the identified site or within the neighborhood of the identified site.

Q. Just looking at Page 2, there's a photograph there.

What does that photograph show?

A. That's the property in question.
Q. That's the JHP property?
A. Yes.
Q. And there is -- well, looks to be a -- this was prior to the retaining wall being constructed, correct, this photo?
A. Correct.
Q. And what is that, looks like, concrete wall with some graffiti on that. What does that represent?
A. That's on the Vis. Valley property. It's just concrete and the hole back, a steep vertical cut of earth.
Q. And that was --
MR. LOWENTHAL: What's the property line on this, Pat? I mean, is it that gate?
THE WITNESS: It's at -- basically, at the foot of that wall.
BY MR. PREONAS:
Q. So the wall of the graffiti is where the property line is?
MR. LOWENTHAL: Oh, it seems -- it seems like that -- where that fence appears to continue.
THE WITNESS: Correct. Yeah.
MR. LOWENTHAL: Yeah.
///

BY MR. PREONAS:

Q. And where in that photograph is the property line between the railroad tracks and the JHP property, if you can estimate?

A. I can't tell. I mean, in that -- I know that the fence on the left side, that kind of -- the black fence was not on property lines, so the property is further to the left in that photo.

Q. All right. So let me -- you retained -- is this something you did with the eye towards developing the JHP property? Is that the idea to obtain this report?

A. Well, so the environmental report is something you want to do, ideally, before you purchase the property to understand what kind of environmental risks, historical risks exist on the property.

So regardless of whether you're going to read it off or maintain it as it currently stands, it's certainly, in the case of the property acquisition from Union Pacific, where they release themselves of any existing environmental exposure responsibilities. It's an important piece of information to have.

Q. All right. But you didn't obtain this report until after you purchased the property, correct?

A. No, I had -- this report may not have been

correct?

A. Yes. Well, straight across with minimum turns.

Q. Okay. But the communications conduit that you're referencing, would it be to make -- it wouldn't be an issue if they had to make right turns across surface street, because it would be underground, correct?

A. Right.

Q. And, hypothetically, you could lay conduit underground somewhere on the Visitacion property to permit a communications conduit to run between Bayshore and the JHP property that's at a location other than the existing easements, correct?

A. Correct.

Q. So other than meeting necessarily -- necessary -- what you referred to it earlier, I believe, as a non-right-angle curvature to allow large trucks to access the JHP parcel.

Are there any other reasons why that particular curvature is important to access JHP property?

A. For telecommunications.

Q. Okay. I thought we just provided -- said that telecommunications, it wasn't necessary because it

paragraph of Exhibit 16, it indicates that Doug Walsh is offering "in exchange for a new temporary easement, plus a permanent access easement."

Do you see that?

A. Yes.

Q. Okay. Is that consistent with your understanding, that eventually, at the end of the day, you were going to get provided permanent access to the JHP property through the Visitacion property?

A. So ask that question again.

Q. Okay. So I'll try it again. That wasn't a great question, and I apologize.

I would say do -- Visitacion wasn't asking you to exchange your easement -- your permanent easement that you believed you had for a temporary easement, correct?

A. Right.

Q. Visitacion was going to provide you with some form of permanent access, eventually?

A. That's what they were saying in this E-mail, yes.

Q. Okay. All right. Looking at the first Item 1 on this Page 1 of Exhibit 16, can we just look at that, please. Let me know.

A. Yeah. Read it.

What did you understand that to mean?

A. That it was an access in accordance with their future street layout.

Q. So their idea was it eventually accessed the JHP property would be provided by their public streets. Is that the gist of what Mr. Walsh is conveying to you here, as you understood it?

A. Yes.

Q. And that wasn't satisfactory to you?

A. No.

Q. And why not?

A. Well, because he wasn't addressing all of my rights within my current easements. He was just addressing an access right.

Q. So I think we talked about this before. This will be the last question I'll ask on it.

You mentioned spur track rights, communications rights, rail rights.

Are there any other rights that you believe you held that this proposal by Doug Walsh did not address?

A. I mean, I -- I don't believe so. I mean...

Q. Okay. Okay. I have marked as Exhibit 17, E-mail of November 19th, 2015, from Patrick McNerney to Doug Walsh.

(Plaintiff's Exhibit 17 marked for identification.)

BY MR. PREONAS:

Q. Can you see this document, Mr. McNerney?

A. Yep.

Q. And what is this document?

A. It's an E-mail exchange between myself and Doug Walsh, right? It's a continuation of the previous E-mail, right?

Q. Yeah, I believe it is. I apologize for doing that twice, but it happens.

A. No problem.

Q. So I'd like you to direct your attention to Page 2 at the bottom. It's your E-mail of November 19th, 2015, at 6:55 a.m.

A. Okay. Yeah, it's certainly an early morning theme in here.

Q. That's when you do your best work, I think.

A. Yes, indeed.

Q. You construction guys all get up early.

So just let me know when you've had a chance to look this over.

MR. LOWENTHAL: What time are we looking -- which one are we looking in?

MR. PREONAS: This is the bottom of Page 2,

relocate the easements at this time?

A. I don't recall. But just to be clear, the reason you have me here is they want something for nothing. They want these easements released. They want to give me what they're already doing. They want something for nothing. They just, like, take it, this is the way it's going to be. And that's pretty much been their protocol all along.

The reality is that they can't have something for nothing. I have something of value that is important to me, and I'm not going to just walk away from it or allow them to give me something that they're already doing. It's -- it has to be something of value for me too.

Q. And how do you value that? How do you -- in the past, how do you value it now. Let's talk -- let's say, you know, at the time of the negotiations in 2015 where you're talking, going back and forth, what did -- how are you assigning a value to the easement rights?

A. Well, I mean, things are valued, I mean, in a lot of different ways. There's just a two-party system, right? There's somebody who has got something and somebody who wants something. Then there's two forms of valuation, the value that it has to the seller and the value that it has to the buyer.

MR. LOWENTHAL: Before you finish, let me just intersperse that I object to the extent it requires expert testimony.

But you can keep going, Pat.

THE WITNESS: If I were to evaluate this on the impact my easement had to their developing property, I can come at it from a position of what an owner would see as the value to their property.

And so I did that. I did an analysis based on what they said their property was worth, their developable land area, their number -- their unit count, their change in the street configuration, limitations on site -- efficient site area.

And based on the value that they placed on their entire site, I think that this easement, the cost to their project is greater than $5 million.

BY MR. PREONAS:

Q. Is that your best estimation of what the value of these easements, the $5 million or do you think it's more?

A. Well, I really think it's a minimum.

Q. What do you think the range of value is, if you can set a high end -- if the 5 million is the lowest end, what do you think the highest end is, in your opinion as a real estate developer?

A. Well, I mean, just round numbers, it's 5 to 10 million. That's the negative impact it has to $150 million development site.

Q. What did you purchase the JHP property for?

A. 1.85 million.

Q. So you believe that the easement rights that you believe you have are three to five times the value of what you paid for the property? Is that accurate?

MR. LOWENTHAL: That mischaracterizes his testimony.

BY MR. PREONAS:

Q. I asked him if it was accurate.

A. So as there -- what I said is there's a value to the seller and a value to the buyer. There are two parties to this transaction. I was answering the question what was that value to the buyer?

It is -- it had an anti to their project of more than $5 million in value. So the value to the buyer is more than 5 million.

What's the value to the seller? Well, I can't answer that.

I can tell you that land has appreciated since I bought this property. I mean, if you bought a house for 5 million five years ago, should you be allowed to sell it for 5 million five years later? Is it possible

that it's worth that? Certainly.

But should you be only permitted to sell it for the amount you paid for it? I -- that's not -- certainly not the United States law.

Q. I don't think anybody is making that suggestion. I haven't said that. You're the one testifying here.

So my question to you is: So you came up with a valuation for a value to the buyer, and that was piece one.

And then you approached that from the standpoint of how the easement rights would bequeath the overall development square footage of the Visitacion Property; is that accurate?

A. Right.

Q. So that's one way of doing it.

And then you suggested there's another way for the seller to determine the value. And what factor would be important for you to consider in determining that value?

A. I mean, it's a property right. It's an important property right for all the reasons we've discussed.

Q. Okay. I understand that. But I'm just trying to figure out how you put a number on that property

right as a seller as opposed to evaluating it from the buyer's standpoint.

You suggested to me that there was separate approaches, and I'm just trying to flesh that out as to the -- what really is the second approach from the seller's perspective?

A. Well, sometimes people will sell things for less than their value, but that's not the case here. So my value is based on how it enhances my real estate. So in this case, my value is the same.

Q. So you're saying notwithstanding that there's two separate approaches, you're basically coming to the same result on the two approaches that you outlined in terms of valuation of the easement rights?

A. Yeah. So the reason I brought up seller's value, you know, the -- that Mr. Scharfman tried to use that angle with me, hey, what's it worth? You only paid a million 850. It can't be worth more than that. It's worth something much less. And that's not the case.

So you can't -- this is not about -- it's not even part of the discussion what it's worth to me.

Q. Why not?

MR. LOWENTHAL: It's not at issue in the case. It's not. Are there damage claims in this case?

MR. PREONAS: No, but we were -- I mean, we've been talking about it, so --

MR. LOWENTHAL: Oh, then that's why. Maybe that's why it's not at issue. It's not at issue in the case.

MR. PREONAS: I think it's -- well, I'm not going to explain to you why I think it's relevant, but we can just move on.

BY MR. PREONAS:

Q. All right. So just the last question on Exhibit 17, Mr. McNerney, is you're writing back on the top of Page 1 of the document.

Can you just look at your E-mail, please, and let me know when you're finished.

A. Okay.

Q. What do you mean when you say that "I will stand down"? Do you recall what you meant by that?

A. What I mean is that I won't reach out to you anymore.

Q. All right. We're done with that exhibit.

MR. PREONAS: Ms. Hendershott, are you all right?

THE REPORTER: I could use a few minutes' break, if that's okay.

MR. PREONAS: All right. Let's take five,

everybody. Thank you.

(Break taken.)

(Plaintiff's Exhibit 18 marked for identification.)

BY MR. PREONAS:

Q. All right. I just put a new exhibit into the folder, Mr. McNerney. If you could please bring that up.

This is a letter from San Francisco planning department dated November 25th -- excuse me, 24th, 2015?

A. Okay.

Q. Do you recognize this document?

A. Yes.

Q. And what is this document?

A. It's a letter from the City of San Francisco to me.

Q. And it's addressing the preliminary plan application that was submitted earlier in 2015, correct?

A. Yes.

Q. All right. This -- the last sentence of the first paragraph, that confirms that the proposed development would require a change in the zoning to MUG, correct?

A. Yes.

Q. Okay. Okay. I'd like you to go to the second page. And just read that first full paragraph on the second page, please, and let me know when you're done.

A. Okay.

Q. So essentially -- who is John Rahaim? Am I saying his name right?

A. I mean, I -- it's -- I think he pronounces it Rahaim.

Q. Who is John Rahaim, the director of planning?

A. He was, yes.

Q. He was at the time. He's basically telling you that in order to accomplish a rezoning, there needs to be further public engagement.

Is that an accurate summary of what he's telling you in this letter?

A. Certainly, that's one of the pieces, yes.

Q. All right. An outreach like that would cause, you know, further delay and expenses in the development of the JHP property, correct?

A. Well, I mean, that kind of outreach is required of any project, any substantial project in San Francisco.

Q. There's no way to short-circuit that sort of outreach that you're aware of?

A. I haven't figured that out.

MR. LOWENTHAL: Not if you want to remodel your bathroom, you have to have outreach.

MR. PREONAS: Yeah, you got to get an expert in order to change the light bulb, right?

THE WITNESS: Yeah.

BY MR. PREONAS:

Q. What was your takeaway from this letter, if you can recall?

A. My takeaway was that he was getting pressure from other people to show some support for what we're trying to accomplish.

Q. Did you have any meetings with John Rahaim?

A. No.

Q. Call him on the phone ever?

A. Not for this project.

Q. Mark as an exhibit here, Mr. McNerney.

A. Okay.

Q. I'm marking an exhibit here, Mr. McNerney.

A. Okay.

MR. PREONAS: It's a -- I marked as Exhibit 19, an E-mail from John Rahaim dated November 25th, 2015.

(Plaintiff's Exhibit 19 marked for identification.)

BY MR. PREONAS:

Q. A document that -- do you recognize this document?

MR. LOWENTHAL: Awe, shit. Excuse me. Sorry. I've got to get back to these documents. I just...

THE WITNESS: Okay.

BY MR. PREONAS:

Q. Do you recognize this, Mr. McNerney?

A. Yes.

Q. And what is it?

A. An E-mail from me to Mr. Rahaim.

Q. I'd like you to read that first Paragraph 1, in your E-mail.

A. Okay.

Q. And let me know when you're done.

A. Okay.

Q. And what was your purpose in writing that Paragraph 1?

A. To basically thank him for his support and understanding that part of the motivation is to get the easement relocated because the developer in the Schlage Lock site, our standing was required to commence grading operations.

Q. You essentially explained to him that subject to the various conditions we discussed earlier, you

would be willing to do so provided there was a change of zoning of the JHP property, correct?

A. That's what I was suggesting at the time, yes.

Q. And then in Paragraph 2 of this document, let me know when you're done looking at that.

A. Okay. Okay. I'm done.

Q. So would this -- would it be accurate to say that this is a response to their earlier letter of -- the day before regarding potential outreach and modifications to the project? Is that tracking it correctly?

A. Yeah.

Q. So this is -- this is you essentially writing saying, you know, here's some additional things we're willing to do to make this project more attractive to the community; is that accurate?

A. No. What he is -- the second point is because they're -- they had suggested not constructing a building on the north part of our property, but leaving an open space.

And this point here is specifically addressing the value of constructing or developing that -- that portion of the property as opposed to leaving it open.

Q. And why was that important, in your mind?

A. Well, for the reasons that are stipulated

there to ensure a better project.

(Plaintiff's Exhibit 20 marked for identification.)

BY MR. PREONAS:

Q. Introducing a new exhibit, Number 20.

A. Okay.

Q. Do you recognize this document, Mr. McNerney?

A. Yes.

Q. And what is it?

A. It's a budget from Scott Smith, who is the president of James E. Roberts-Obayashi, a general contractor.

Q. And what is the purpose of this E-mail?

A. We had asked him to look at the cost for building on the north portion of our site. That's the cost specifically for the cost of drawings of 14 townhomes and the day dare -- or child care facility.

Q. And this is in March of 2016. And you're still looking at residential daycare on this marked lot as a potential development; is that correct?

A. On the north portion of the property, yes.

Q. Did you ever ask Scott Smith at Jero to do any additional budgeting remaining to this JHP property other than for the daycare and town home?

A. I don't recall.

would you consider this to be one of them that don't warrant a response?

A. I don't recall what my position was at the time.

Q. Is that your position now, that this E-mail didn't warrant a response?

A. I don't recall if it did or --

Q. You don't recall right now?

A. I don't know. I'd have to read the E-mail and look to see whether the exchange had happened --

Q. Okay.

A. -- to say if it -- tell if it warrants a response now as well.

Q. Okay. We can move on.

So now I'd like to go back to Exhibit 22 that we haven't discussed but it's been marked as Exhibit 22. Can you go back to your shared folder and pull up Exhibit 22, Mr. McNerney, please.

A. Got it.

Q. Do you recognize this document?

A. Yeah.

Q. And what is it?

A. It's an E-mail from Doug Walsh to me.

MR. LOWENTHAL: Is this before or after 23?

MR. PREONAS: It is the exhibit after 23,

which is why it doesn't matter.
BY MR. PREONAS:
Q. Is that correct, Mr. McNerney, that 22 comes after 23?
A. I didn't look at the dates.
Q. This is dated August 16th, 2016. The other document was dated August 4, 2016.
A. Okay.
MR. LOWENTHAL: I guess he did.
MR. PREONAS: What's that?
MR. LOWENTHAL: Walsh came back to you.
MR. PREONAS: He did.
(Plaintiff's Exhibit 22 marked for identification.)
BY MR. PREONAS:
Q. And how did you receive this communication? Did you call him or what precipitated this, if you can recall?
A. I don't recall.
Q. This is regarding the removal of the sheds; is that correct?
A. Yes.
Q. If you could turn your attention to the next page of the exhibit that shows a photograph bearing the notation "sheds."

A. Yeah.
Q. Do you recognize that document?
A. Yeah.
Q. And what is it?
A. It's a picture of what looks like a Google Earth, two sheds.
Q. Are those the sheds that we discussed earlier that were removed?
A. Yes.
Q. Okay. Do you know who made these notations?
A. I don't.
Q. Turning to the last page of Exhibit 22, do the math. There's a red notation indicating "existing sheds."
Do you recognize this document?
A. Yep.
Q. Okay. As far as you know, prior to their being removed, you weren't using these sheds for any purpose, correct?
A. Correct.
Q. You're not aware of anybody else using those sheds for any purpose?
A. I wasn't, no.
Q. But you understood that there was some vagrants that were potential -- prospectively using

a package that said they are trying to sell it.

Q. Do you recall the name of that broker?

A. I believe it was Collier, but it could have been somebody else.

And if you ask Bayside Development, they'll say well, we weren't actually trying to sell it. We were just going to recapitalization, which means getting somebody else's money in there and selling them the property.

Anyway, I'm sure I have marketing information from them somewhere. That's why I also engaged that market analysis from the Concord group. That was all related to 1700-unit project and had nothing to do with ours.

Q. At this point, you had already made the determination that residential was not a viable development option for the JHP property, correct?

A. At this point.

Q. Okay. I've introduced a new exhibit here, Mr. McNerney.

A. Okay.

(Plaintiff's Exhibit 29 marked for identification.)

BY MR. PREONAS:

Q. Exhibit 29. It's a series of drawings of BAR

Architects'.

A. Yeah.

Q. And it's bearing the date 6/30/17.

Do you recognize this document, Mr. McNerney?

A. Yes.

Q. And what is this document?

A. It's preliminary design concepts for our property.

Q. And what is this designed for?

A. Commercial.

Q. What types of commercial uses would the design be applicable to?

A. You mean conditional or permitted use in M-1 or MUG? This is actually for MUG zoning.

Q. Well, what was the expected end use of this new design that you obtained from BAR Architects in June of 2017?

(Reporter interruption for clarification.)

THE WITNESS: Retail, parking and commercial.

MR. PREONAS: BAR Architects in June of 2017.

THE WITNESS: The design is for parking, retail, and commercial.

BY MR. PREONAS:

Q. Not industrial?

A. Uh, yeah, I mean, it's -- the retail could be

industrial. The upper floors are really more for a -- yeah, it's commercial use. It could be offices. It could be data.

Q. Anything else?

A. It could be lab space. It could be upper floor retail.

Q. Nothing associated with railroads, though?

A. Could be railroad offices.

Q. Railroad offices. Okay.

A. Could be railroad storage. It could be contractor use as it pertains to railroad use.

Q. But you weren't going to have any trains coming in and out of the property, based on this design at least?

A. Correct. But that's a good point. We should modify it to allow for trains.

Q. I just want to move on from that exhibit, Mr. McNerney.

(Plaintiff's Exhibit 30 marked for identification.)

BY MR. PREONAS:

Q. Okay. I've introduced as Exhibit 30 a letter from BAR Architects to Julie Heinzler, Martin Building Company, dated August 3rd, 2017.

Do you recognize this document, Mr. McNerney?

got to go home.

(Plaintiff's Exhibit 37 marked for identification.)

BY MR. PREONAS:

Q. All right. Well, all right. I marked as Exhibit 37 an E-mail from Julie Heinzler to you on September 16, 2019.

A. Okay.

Q. Do you recognize this document?

A. Yes.

Q. And this is coming shortly after you've received my letter to you of September 13th, correct -- September 12th? Sorry.

A. Okay.

Q. Do you recognize this document?

A. Yes.

Q. And what is it?

A. I asked her for update on the city-wide rezone or elimination of the M-1, the M-1 zoning classification.

Q. And why did you do that?

A. Because I wanted to know what the update was.

Q. You asked her specifically to evaluate the potential use of the JHP property as a data center?

A. Yeah.

Q. And what's your understanding of what she concluded?

A. Well, she didn't conclude. There is the internet services exchange, which is one definition that's not permitted, but a wireless telecommunications facility is permitted or it's conditional.

So but I -- we didn't drill down the distinction. The wireless telecommunication services facility probably satisfies us.

Q. What is your understanding of what a wireless communication facility is?

MR. LOWENTHAL: Look at the 840.92. That's permitted. Internet service exchange with public transportation.

THE WITNESS: There you go.

MR. LOWENTHAL: Oh, no. Except public transportation. Okay. No, the public is -- I get it. Yeah, I got it. That's weird.

THE WITNESS: Yeah. I don't recall.

MR. LOWENTHAL: I can easily look at the code section on that.

MR. PREONAS: Let me just check my notes. All right. Gentleman, that's all my questions.

MR. LOWENTHAL: Okay.

THE REPORTER: Mr. Lowenthal, did you want a

copy of the transcript?

MR. LOWENTHAL: Yes, please. Thank you.

(Whereupon, the deposition concluded at 5:53 p.m.)

SIGNATURE OF DEPONENT

I, the undersigned, PATRICK MCNERNEY, do hereby certify that I have read the foregoing deposition and find it to be a true and accurate transcription of my testimony, with the following corrections, if any:

PAGE	LINE	CHANGE
____	____	_____
____	____	_____
____	____	_____
____	____	_____
____	____	_____
____	____	_____
____	____	_____
____	____	_____
____	____	_____
____	____	_____
____	____	_____
____	____	_____
____	____	_____
____	____	_____

_____

PATRICK MCNERNEY DATE

REPORTER'S CERTIFICATE

I, KIMBERLY R. HENDERSHOTT, a Shorthand Reporter, State of California, do hereby certify:

That PATRICK MCNERNEY, in the foregoing deposition named, was present and by me sworn as a witness in the above-entitled action at the time and place therein specified;

That said deposition was taken before me at said time and place, and was taken down in shorthand by me, a Certified Shorthand Reporter of the State of California, and was thereafter transcribed into typewriting, and that the foregoing transcript constitutes a full, true and correct report of said deposition and of the proceedings that took place;

IN WITNESS WHEREOF, I have hereunder subscribed my hand this 2nd day of February, 2021.



KIMBERLY R. HENDERSHOTT, RPR, CRR

CSR NO. 12552

State of California

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST DISTRICT – DIVISION 2

Case No. A163550

VISITACION INVESTMENT, LLC, Plaintiff/Cross-Defendant & Appellant

v.

424 JESSIE HISTORIC PROPERTIES, LLC, Defendant/Cross-Complainant & Respondent

San Francisco Superior Court Case No. CGC-19-579667

JOINT APPENDIX

Volume 4 of 9, Pages 873-1180 of 2428

Kenneth S. Katzoff (SBN 103490)
Robert R. Riggs (SBN 107684)
Stephen G. Preonas (SBN 245334)
KATZOFF & RIGGS LLP
1500 Park Ave., Suite 300
Emeryville, CA 94608
Tel. (510) 597-1990
kkatzoff@katzoffriggs.com
rriggs@katzoffriggs.com
spreonas@katzoffriggs.com

Attorneys for Plaintiff/Cross-Defendant/Appellant

Jeffrey H. Lowenthal (SBN 111763)
Dana Andreoli (SBN 262068)
Steyer Lowenthal LLP
235 Pine Street, 15th Floor
San Francisco, CA 94104
Tel. (415) 421-3400
jlowenthal@steyerlaw.com
dandreoli@steyerlaw.com

Attorneys for Defendant/Cross-Complainant/Respondent

KENNETH S. KATZOFF (SBN 103490)
ROBERT R. RIGGS (SBN 107684)
STEPHEN G. PREONAS (SBN 245334)
Katzoff & Riggs LLP
1500 Park Avenue, Suite 300
Emeryville, CA 94608
Telephone 510-597-1990
e-mail: spreonas@katzoffriggs.com

Attorneys for Plaintiff and Cross-Defendant
VISITACION INVESTMENT, LLC

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO – UNLIMITED JURISDICTION

VISITACION INVESTMENT, LLC Plaintiff, vs. 424 JESSIE HISTORIC PROPERTIES, LLC, et al. Defendants. AND RELATED CROSS-ACTION	Case No. CGC-19-579667 **VOLUME 2 OF 2 OF EVIDENCE IN SUPPORT OF PLAINTIFF VISITACTION INVESTMENT, LLC'S MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, FOR SUMMARY ADJUDICATION** Date: June 10, 2021 Time: 9:30 a.m. Dept.: 501 Complaint Filed: October 1, 2019 Trial Date: July 12, 2021

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

TABLE OF CONTENTS OF PLAINTIFF VISITACTION INVESTMENT, LLC'S EVIDENCE IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

DOCUMENT	Vol.	TAB	Exh.	Page
DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION	1	1		
Visitacion's Verified Complaint filed October 1, 2019	1	1	A	1
Exh. 1 to Complaint – Grant Deed from Southern Pacific, as Grantor to Tuntex (U.S.A.), Inc. as Grantee dated August 1, 1990	1	1	A	20
Exh. 2 to Complaint – Deed Correcting Description of Rail Easement dated July 23, 1991	1	1	A	38
Exh. 3 to Complaint – Quitclaim Deed from Union Pacific Railroad Company to Patrick McNerney dated January 21, 2015	1	1	A	57
Exh. 4 to Complaint – Grant Deed from Patrick McNerney to 424 Jessie Historic Properties, LLC dated August 17, 2016	1	1	A	72
Exh. 5 to Complaint – Application Packet for Preliminary Project Assessment to San Francisco Planning Department dated May 8, 2015	1	1	A	81
Exh. 6 to Complaint – Preliminary Project Assessment from SF Planning dated August 7, 2015	1	1	A	116
Defendant's Answer to Complaint	1	1	B	133
Plaintiff's RFAs to Defendant	1	1	C	147
Defendant's Response to RFAs	1	1	D	153
Defendant's Response to Form Interrogatories	1	1	E	160
Transcript of Deposition of Patrick McNerney as PMK of Defendant ("McNerney Depo")	1	1	F	169

DOCUMENT	Vol.	TAB	Exh.	Page
START OF VOLUME TWO				
Preonas Decl., (Continued) Exhibit 6 to McNerney Depo – February 5, 2015 Noise Study by Charles M. Salter	2	1	F-6	231
Exhibit 7 to McNerney Depo – February 7, 2015 Geotechnical Investigation Report of H. Allen Gruen	2	1	F-7	238
Exhibit 10 to McNerney Depo – Application Packet for Preliminary Project Assessment Dated May 9, 2015	2	1	F-10	262
Exhibit 13 to McNerney Depo – PII Environmental - Phase I Environmental Report Dated June 12, 2015	2	1	F-13	297
Exhibit 20 to McNerney Depo – E-mail to Patrick McNerny from Scott Smith dated March 30, 2016	2	1	F-20	357
Exhibit 22 to McNerney Depo – E-mail from Doug Walsh to Patrick McNerney dated August 16, 2016	2	1	F-22	361
Exhibit 29 to McNerney Depo – BAR Architects Drawings dated June 30, 2017	2	1	F-29	366
Exhibit 37 to McNerney Depo – E-mail from Julie Heinzler to Patrick McNerney dated September 16, 2019	2	1	F-37	388
E-mail from Jeff Lowenthal to Stephen Preonas dated January 20, 2021 and attached License Agreement dated February 18, 2019 between JHP and Proven Management, Inc.	2	1	G	392
Letter from Stephen Preonas to Patrick McNerney dated September 13, 2019	2	1	H	401
Declaration of John Rahaim	2	1	I	408
Exh. 1 to Decl. of John Rahaim – Letter from SF Planning Dept. dated November 24, 2015	2	1	I	412

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

DOCUMENT	Vol.	TAB	Exh.	Page
Exh. 2 to Decl. of John Rahaim – E-mail thread from SF Planning dated December 9, 2015	2	1	I	414
Declaration of Emily Lesk and Exhs 1 – 2	2	1	J	418
Exh. 1 to Decl. of Emily Lesk – Letter from SF Planning Dept. dated November 24, 2015	2	1	J	422
Exh. 2 to Decl. of Emily Lesk – E-mail thread from SF Planning dated December 9, 2015	2	1	J	424
Sanborn Map (Mid-1990s) of JHP Property and Easements from San Francisco Planning Dept. Geographic Information System Website	2	1	K	428
DECLARATION OF GREG VILKIN IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION	2	2		430
Parcel Map showing the orientation the Properties, Easements and Phase 1 and Phase 2 of the Visitacion Project	2	2	A	436
DECLARATION OF HOWARD PEARCE IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION	2	3		437
Proposed Parcel Map Showing the Orientation of the Properties and the Easements and the Proposed subdivision of the Visitacion Property	2	3	A	444
Parcel Map Showing the Orientation of Properties and the Easements and Their Existing Approved Parcels.	2	3	B	446
Aerial Photograph of the Properties Showing the Orientation the Properties and the Easements	2	3	C	448
Series of Eight Photographs of the Properties, Including the Area of the Easements taken Friday March 12, 2021	2	3	D	450

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

DOCUMENT	Vol.	TAB	Exh.	Page
REQUEST FOR JUDICIAL NOTICE IN SUPPORT MOTION FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION	2	4		460
City of San Francisco Ordinance No. 149-14 enacted July 24, 2014	2	4	A	466
Section 249.45 of the City Planning Code entitled Visitacion Valley/Schlage Lock Special Use District	2	4	B	476

Dated: March 24, 2021

KATZOFF & RIGGS LLP



STEPHEN G. PREONAS

Attorneys for Plaintiff and Cross-Defendant
VISITACION INVESTMENT LLC

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

EXHIBIT F-6

TO

DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

Exh. 6 to Deposition of Patrick McNerney as PMK of Defendant 424 Jessie Historic Properties, LLC – February 5, 2015 Due Diligence Noise and Vibration Study by Charles M. Salter Martin Building Company

EXHIBIT F-6

Charles M. Salter
ASSOCIATES INC.

Acoustics
Audiovisual
Telecommunications
Security

Charles M. Salter, PE
David R. Schwind, FAES
Eric L. Broadhurst, PE
Philip N. Sanders, LEED AP
Thomas A. Schindler, PE
Anthony P. Nash, PE
Ken Graven, PE, RCDD, CTS-D
Cristina L. Miyar
Jason R. Duty, PE
Durand R. Begault, PhD, FAES
Joseph G. D'Angelo
Thomas J. Corbett, CTS
Eric A. Yee
Joshua M. Roper, PE, LEED AP
Peter K. Holst, PE, LEED AP
Ethan C. Salter, PE, LEED AP
Thomas D. Keller, CDT
Craig L. Gilian, RCDD
Lloyd B. Ranola
Alexander K. Salter, PE
Jeremy L. Decker, PE
Rob Hammond, PSP, NICET III
Andrew J. McKee
Steven A. Woods
Josh J. Vallon
Valerie C. Smith
Benjamin D. Piper
Elisabeth S. Kelson
Joshua J. Harrison
Brian C. Wourms
Shanna M. Sullivan
Ryan G. Raskop, LEED AP
Diego Hernandez
Ryan A. Schofield
McLean H. Pierce
Alex T. Schiefer
Abner E. Morales
Noel J. Bacani
Adrian L. Lu
Greg R. Enenstein
Natalie T. Packard
Philip J. Perry
Brian J. Good
Heather A. Salter
Dee E. Garcia
Catherine F. Spurlock
Marva De Vear - Noordzee
Elizabeth F. Trocker
Jennifer G. Palmer
Jodessa G. Cortez
Susan E. Lonergan
Courtney H. Vineys
Erin D. Gorton
Tish Patel
Nicolette A. Sullivan

130 Sutter Street
Floor 5
San Francisco, CA
94104
T 415.397.0442
F 415.397.0454
www.cmsalter.com

5 February 2015

Julie Heinzler
Martin Building Company
14 Mint Plaza, F5
San Francisco, CA 94103
Email: Julie@martinbuilding.com

Subject: **2201 Bayshore**
Due Diligence Noise and Vibration Study
CSA Project: 15-0048

Dear Julie:

As requested, we have conducted a preliminary noise and vibration study for the purposes of your due-diligence process. The purpose of this study is to quantify the noise and vibration environment at the proposed site, compare the noise and vibration environment to applicable standards, and propose mitigation measures as necessary.

EXECUTIVE SUMMARY

1. To meet the project criterion for indoor noise, windows and exterior doors will need STC[1] ratings as high as 41 (depending on the percentage of glazing used at each apartment).

2. Some train passbys generated vibration slightly above the recommended criterion.

PROJECT CRITERIA

Noise

The 2013 California Building Code (CBC) does not currently include an exterior noise intrusion criterion. However, the CBC has historically required that the indoor noise level in residential units of new multi-family dwellings not exceed DNL[2] 45 dB where the exterior noise level is greater than DNL 60 dB. We recommend using DNL 45 dB as the project criterion.

Vibration

The Federal Transportation Administration (FTA) Guidelines for rail vibration in residential buildings is based on the number of vibration events at the site per day. Caltrain has approximately 96 trains per

[1] Sound Transmission Class (STC) – A single-number rating derived from the airborne sound insulation properties of a partition. Numerically, STC represents the number of decibels of speech sound reduction from one side of the partition to the other. Increasing STC ratings correspond to improved airborne noise isolation.

[2] Day-Night Average Sound Level (DNL) – A descriptor established by the U.S. Environmental Protection Agency to describe the average day-night level with a penalty applied to noise occurring during the nighttime hours (10 pm to 7 am) to account for the increased sensitivity of people during sleeping hours.

Exhibit
0006

day that pass the site. Based on this frequency, Table 8.1 of the FTA guidelines states that 72 VdB is acceptable criterion.

NOISE ENVIRONMENT

The project is located between Bayshore Boulevard and Tunnel Avenue near the old Schlage property.

To quantify the existing noise environment, we conducted 24-hour noise measurements at two locations bordering the site between 22 and 23 January 2015. The meters measured continuous noise levels and recorded "loud" noise events so that the source of single-event noise levels (e.g., train passbys, trucks) could be identified. The meters were attached to trees and utility poles at an approximate height of 12 feet. Figure 1 shows the measurement locations and measured DNL around the project site.

The noise environment at the site is dominated by traffic on Bayshore Boulevard, Tunnel Avenue, and train passbys. Based on our measured data, we calculated the expected DNL at the various facades. We do not yet have projected future traffic volumes for the roadways, so we have added 1 dB to the measured noise levels to account for future traffic increases[3].

VIBRATION ENVIRONMENT

We measured the vibration levels as close to the property line as possible and at double the distance from the middle of the tracks. These locations were approximately 40 and 80 feet from the center of the tracks (see Figure 1). We measured vibration from four train passby: two northbound and two southbound.

Table 1: Summary of Vibration Measurement Results

Location	Train Direction	Measured VdB
T-1	North	71/69
	South	76/73
T-2	North	65/63
	South	67/65

The measured vibration levels at the monitor nearest the tracks right-of-way ranged from 69 to 76 VdB. Of the four trains that we measured, the only the two southbound trains at the nearest building location exceeded the criterion. At the location further away from the tracks, the criterion was not exceeded. Note that we did not measure any freight trains, which might pass the site at night.

[3] The California Department of Transportation assumes a traffic volume increase of three-percent per year, which corresponds to a 1 dB increase in DNL over a ten-year period.

Acoustics
Audiovisual
Telecommunications
Security

130 Sutter Street
Floor 5
San Francisco, CA
94104
T 415.397.0442
F 415.397.0454
www.cmsalter.com

ANALYSIS AND RECOMMENDATIONS

Noise

To meet the interior DNL 45 dB criterion, it will be necessary for all of the outward-facing facades to be sound rated, as shown in Figure 2. We used the conceptual drawings dated 19 December 2014 for apartment locations. Once the exterior elevations and unit plans have been developed, we will refine our calculations and provide a final report.

Our analysis does not address "single-event" noise from individual train passbys. This is above-and-beyond code. To meet industry standard speech interference and sleep disturbance criteria would likely require higher-rated windows and/or exterior walls.

We made the following assumptions to calculate the window STC ratings.

- Bedrooms are approximately 12 feet by 10 feet
- Living rooms are approximately 15 feet by 12 feet
- Window glazing comprises 40 percent of the facade of each room
- Bedrooms are carpeted and all other rooms have hard-surfaced flooring

In addition to the above, the exterior wall assemblies for some of the apartments (e.g., units on the northeast of the building) would need to be upgraded to incorporate sound-isolation clips and/or two layers of gypsum board on the interior of the dwelling units.

For reference, typical construction-grade dual-pane windows achieve an STC rating of 28. One-inch assemblies (two 1/4-inch thick panes with a 1/2-inch airspace) typically achieve an STC rating of 32. Where STC ratings above 33 are required, at least one pane will need to be laminated.

It is important to note that the recommended STC ratings are for full window assemblies (glass-and-frame) rather than just the glass itself. Tested sound-rated assemblies should be used.

Vibration

Reducing potential rail vibration in the building could include the following approaches: reducing joist spacing, using deeper joist, isolating the building foundation, and trenching between the site and the tracks. We would be available to discuss this with you structural engineer.

We also recommend providing a disclosure statement to all tenants and residents making them aware of the potential for ground-borne vibration due to train passbys.

* * *

Acoustics
Audiovisual
Telecommunications
Security

130 Sutter Street
Floor 5
San Francisco, CA
94104
T 415.397.0442
F 415.397.0454
www.cmsalter.com

This concludes our due-diligence noise and vibration study for the 2201 Bayshore project. Should you have any questions, please give us a call.

Sincerely,

CHARLES M. SALTER ASSOCIATES

Diego Hernandez
Consultant

Eric Broadhurst, PE
Senior Vice President

DH/ELB
Enclosures: Figures 1 and 2

Acoustics
Audiovisual
Telecommunications
Security

130 Sutter Street
Floor 5
San Francisco, CA
94104
T 415.397.0442
F 415.397.0454
www.cmsalter.com

Charles M. Salter
ASSOCIATES INC.

Charles M Salter Associates Inc 130 Sutter Street San Francisco California 94104 Tel: 415 397 0442 Fax: 415 397 0454



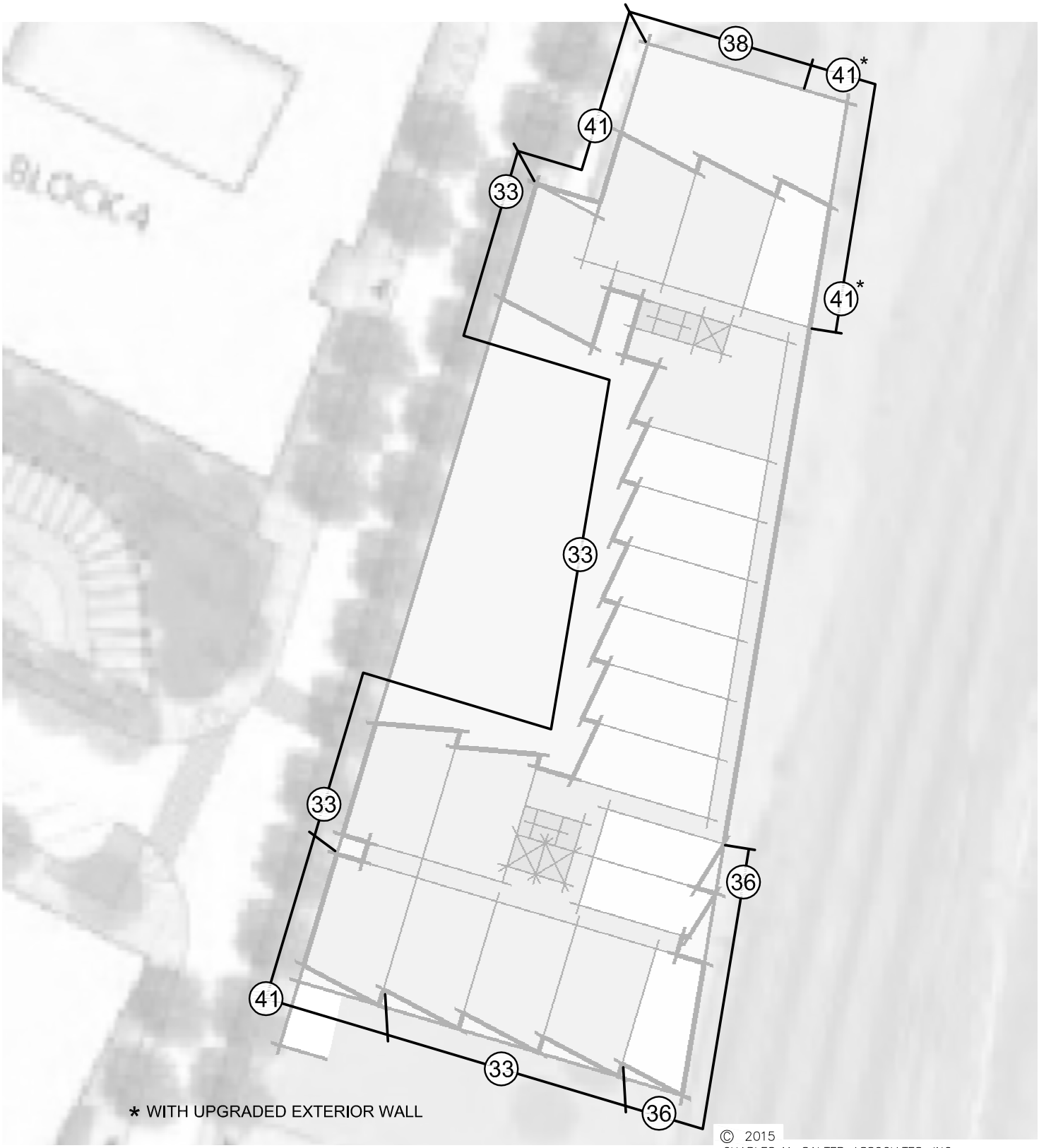
© 2015
CHARLES M. SALTER ASSOCIATES, INC.
FOR ACOUSTICAL DESIGN INFORMATION ONLY

2201 BAYSHORE BOULEVARD
MEASUREMENT LOCATIONS AND MEASURED DNL

FIGURE 1

CSA # 15-0048

DH/ELB 02.05.15



© 2015
CHARLES M. SALTER ASSOCIATES, INC.
FOR ACOUSTICAL DESIGN INFORMATION ONLY

2201 BAYSHORE DUE DILIGENCE MINIMUM RECOMMENDED STC RATINGS FOR WINDOWS AND EXTERIOR DOORS (ALL FLOORS)

FIGURE 2

CSA #	DH/ELB
15-0048	02.05.15

Charles M Salter Associates Inc 130 Sutter Street San Francisco California 94104 Tel: 415 397 0442 Fax: 415 397 04

EXHIBIT F-7

TO

DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

Exh. 7 to Deposition of Patrick McNerney as PMK of Defendant 424 Jessie Historic Properties, LLC – February 7, 2015 Geotechnical Investigation Report of H. Allen Gruen for Martin Building Company

EXHIBIT F-7

REPORT
GEOTECHNICAL INVESTIGATION
Planned Development At
2201 Bayshore Boulevard
San Francisco, California

Prepared for:

Martin Building Company
14 Mint Plaza, Fifth Floor
San Francisco, CA 94103

Prepared by:

H. Allen Gruen
Geotechnical Engineer
360 Grand Avenue, # 262
Oakland, California 94610
(510) 839-0765

Project Number: 14-4350



H. Allen Gruen, C.E., G.E.
Registered Geotechnical Engineer No. 2147

February 7, 2015

Exhibit
0007

TABLE OF CONTENTS

INTRODUCTION **1**

PURPOSE 1
SCOPE 1
PROPOSED IMPROVEMENTS 1

FINDINGS **2**

SITE DESCRIPTION 2
GEOLOGIC CONDITIONS 2
EARTH MATERIALS 2
GROUNDWATER 2

CONCLUSIONS **3**

GENERAL 3
FOUNDATION SUPPORT 3
TEMPORARY SLOPES AND UNDERMINING OF EXISTING STRUCTURES 3
GROUNDWATER CONSIDERATIONS 4
GEOLOGIC HAZARDS 4
Faulting *4*
Earthquake Shaking *4*
Liquefaction *4*
Lateral Spreading *5*
Densification *5*
Landsliding *5*

RECOMMENDATIONS **5**

SITE PREPARATION AND GRADING 5
General *5*
Clearing *6*
Overexcavation *6*
Subgrade Preparation *6*
Material for Fill *6*
Compaction of Fill *6*
Underpinning *7*
Temporary Slopes *7*
Finished Slopes *7*
SEISMIC DESIGN 7
FOUNDATIONS 8
General *8*
Spread Footings *8*
Mat Foundation *8*
Drilled Piers *9*

TABLE OF CONTENTS, CONTINUED

Basement Walls 9
Slab-on-Grade Floors 11
Site Drainage 11
Supplemental Services 11

LIMITATIONS 12

APPENDIX A A-1

List of Plates A-1

APPENDIX B B-1

List of References B-1

APPENDIX C C-1

Field Exploration C-1
Laboratory Testing C-1

APPENDIX D D-1

Distribution D-1

897 2847
241

INTRODUCTION

Purpose

A geotechnical investigation has been completed for the proposed development to be constructed at 2201 Bayshore Boulevard in San Francisco, California. The purposes of this study have been to gather information on the nature, distribution, and characteristics of the earth materials at the site, assess geologic hazards, and to provide geotechnical design criteria for the planned improvements.

Scope

The scope of my services is outlined in my Proposal and Professional Service Agreement dated December 18, 2014. My investigation included a reconnaissance of the site and surrounding vicinity; sampling and logging two test borings to a maximum depth of 36-½ feet below the ground surface; laboratory testing conducted on selected samples of the earth materials recovered from the borings; a review of published geotechnical and geologic data pertinent to the project area; geotechnical interpretation and engineering analyses; and preparation of this report.

This report contains the results of my investigation, including findings regarding site, soil, geologic, and groundwater conditions; conclusions pertaining to geotechnical considerations such as weak soils, settlement, and construction considerations; conclusions regarding exposure to geologic hazards, including faulting, ground shaking, liquefaction, lateral spreading, and slope stability; and geotechnical recommendations for design of the proposed project including site preparation and grading, foundations, retaining walls, slabs on grade, and geotechnical drainage.

Pertinent exhibits appear in Appendix A. The locations of the test borings are depicted relative to site features on Plate 1, Boring Location Map. The logs of the test borings are displayed on Plates 2 and 3. Explanations of the symbols and other codes used on the logs are presented on Plate 4, Soil Classification Chart and Key to Test Data.

References consulted during the course of this investigation are listed in Appendix B. Details regarding the field exploration program appear in Appendix C.

Proposed Improvements

It is my understanding that the project will consist of the design and construction of a 5-story residential building with 1 basement level. About 80 residential units are planned. No other project details are known at this time.

FINDINGS

Site Description

As shown on the Boring Location Map, Plate 1, the subject site is located southeast of the intersection of Bayshore Boulevard and Blaken Avenue, in San Francisco, California. The majority of the site is relatively level and set below the ground surface to the north, east, and west. At the time of the site investigation, the subject site was undeveloped, with the exception of abandoned sheds.

Geologic Conditions

The site is within the Coast Ranges Geomorphic Province, which includes the San Francisco Bay and the northwest-trending mountains that parallel the coast of California. Tectonic forces resulting in extensive folding and faulting of the area formed these features. The oldest rocks in the area include sedimentary, volcanic, and metamorphic rocks of the Franciscan Complex. This unit is Jurassic to Cretaceous in age and forms the basement rocks in the region.

Locally, the site is in the San Francisco South Quadrangle (1993). A published geologic map of the area (Bonilla, 1998) shows the site is underlain by Quaternary-age undivided deposits.

Earth Materials

The borings drilled at the subject site encountered predominately sand with varying amounts of clay that were medium dense to very dense in consistency Detailed descriptions of the materials encountered as well as test results are shown on the Boring Logs, Plates 2 and 3.

Groundwater

Free groundwater was encountered in my borings at the subject site at depths of 5-½ and 10-½ feet. I anticipate that the depth to the free water table will vary with time and that zones of seepage may be encountered near the ground surface following rain or irrigation near the subject site.

CONCLUSIONS

General

On the basis of my site reconnaissance, field exploration program, and literature review, I conclude that the site is suitable for support of the proposed improvements. The primary geotechnical concerns are founding improvements in competent earth materials, support of temporary slopes and adjacent improvements, groundwater considerations, and seismic shaking and related effects during earthquakes. These items are addressed below.

Foundation Support

It is my opinion that the planned improvements may be supported on a conventional spread footing foundation bearing in competent earth materials. If the spread footings would cover a substantial portion of the building area, a mat foundation may be used as an alternative to reduce forming and steel bending costs. The Structural Engineer may also choose to use drilled piers to support improvements, or for shoring and underpinning, if required. Detailed foundation design criteria are presented later in this report.

I estimate that improvements supported on foundations designed and constructed in accordance with my recommendations will experience post-construction total settlements from static loading of less than 1 inch with differential settlements of less than ½ inch over a 50-foot span.

Temporary Slopes and Undermining of Existing Structures

Temporary slopes will be necessary during the planned site excavations. In order to safely develop the site, temporary slopes will need to be laid back in conformance with OSHA standards at safe inclinations, or temporary shoring will have to be installed.

If excavations undermine or remove support from the existing or adjacent structures, it may be necessary to underpin those structures. Care should be taken to provide adequate shoring or underpinning to support the affected improvements as a result of the loss of support.

Temporary slopes and support of structures during construction are the responsibility of the contractor. I am available to provide geotechnical consultation regarding stability of excavations and support of improvements.

Groundwater Considerations

Free groundwater was encountered in my borings at the subject site at depths of 5-½ and 10-½ feet. The borings were backfilled shortly after drilling so the groundwater did not have a chance to stabilize. Since the proposed building has a full basement, the groundwater will have to be lowered so that excavation and construction of improvements may be conducted. Dewatering or water cut off walls may be required to perform the site excavations. Water tight construction and/or permanent dewatering may be required for the finished structure. In addition, buoyancy effects and hydrostatic pressures will need to be accounted for in the structural design. Piezometers may be installed to measure the stabilized depth to free water over time.

Geologic Hazards

Faulting

The property does not lie within an Alquist-Priolo Earthquake Fault Zone as defined by the California Division of Mines and Geology. The closest mapped active fault in the vicinity of the site is the San Andreas Fault, located about 5-½ miles southwest of the site (CDMG, 1998). No active faults are shown crossing the site on reviewed published maps, nor did I observe evidence of active faulting during my investigation. Therefore I conclude that the potential risk for damage to improvements at the site due to surface rupture from faults to be low.

Earthquake Shaking

Earthquake shaking results from the sudden release of seismic energy during displacement along a fault. During an earthquake, the intensity of ground shaking at a particular location will depend on a number of factors including the earthquake magnitude, the distance to the zone of energy release, and local geologic conditions. I expect that the site will be exposed to strong earthquake shaking during the life of the improvements. The recommendations contained in the applicable Building Code should be followed for reducing potential damage to the improvements from earthquake shaking.

Liquefaction

Liquefaction results in a loss of shear strength and potential volume reduction in saturated granular soils below the groundwater level from earthquake shaking. The occurrence of this phenomenon is dependent on many factors, including the intensity and duration of ground shaking, soil density and particle size distribution, and position of the groundwater table (Seed and Idriss, 1982). The site does not lie within a liquefaction potential zone as mapped by the California Division of Mines and Geology for the City and County of San Francisco (CDMG, 2000). In addition, the earth materials encountered in my borings had a low potential for liquefaction due to the high relative densities of the soil and/or high fines content. Therefore, it is my opinion that there is a low potential for damage to the planned improvements from liquefaction.

Lateral Spreading

Lateral spreading or lurching is generally caused by liquefaction of marginally stable soils underlying gentle slopes. In these cases, the surficial soils move toward an unsupported face, such as an incised channel, river, or body of water. Because the site has a low potential for liquefaction, I judge that there is a low risk for damage of the improvements from seismically-induced lateral spreading.

Densification

Densification can occur in clean, loose granular soils during earthquake shaking, resulting in seismic settlement and differential compaction. It is my opinion that earth materials subject to seismic densification do not exist beneath the site in sufficient thickness to adversely impact the planned improvements.

Landsliding

The geologic map of the site vicinity reviewed for this study did not show landslides at the subject site (Bonilla, 1998). The site is not mapped within an area of potential landslide hazard by URS/John A. Blume & Associates (1974). In addition, a map prepared by the California Division of Mines and Geology for the City and County of San Francisco (CDMG, 2000) does not indicate that the subject site lies within an area of potential earthquake-induced landsliding. During the site reconnaissance, my field engineer did not observe evidence of active slope instability at the subject site. Therefore, it is my opinion that the potential for damage to the improvements from slope instability at the site is low provided the recommendations presented in this report are incorporated into the design and construction of the project.

RECOMMENDATIONS

Site Preparation and Grading

General

I assume that the planned improvements will be constructed at or below existing site grades. If site grades are raised by filling more than about 1 foot, I should be retained to calculate the impact of filling on slope stability, site settlements, and foundations.

Clearing

Following removal of existing improvements to be demolished, areas to be graded should be cleared of debris, deleterious materials, and vegetation, and then stripped of the upper soils containing root growth and organic matter. I anticipate that the required depth of stripping will generally be less than about 2 inches. Deeper stripping may be required to remove localized concentrations of organic matter, such as tree roots. The cleared materials should be removed from the site; strippings may be stockpiled for reuse as topsoil in landscaping areas or should be hauled off site.

Overexcavation

Loose, porous soils and topsoil, if encountered, should be overexcavated in areas designated for placement of future engineered fill or support of improvements. Difficulty in achieving the recommended minimum degree of compaction described below should be used as a field criterion by the geotechnical engineer to identify areas of weak soils that should be removed and replaced as engineered fill. The depth and extent of excavation should be approved in the field by the geotechnical engineer prior to placement of fill or improvements.

Subgrade Preparation

Exposed soils designated to receive engineered fill should be cut to form a level bench, scarified to a minimum depth of 6 inches, brought to at least optimum moisture content, and compacted to at least 90 percent relative compaction, in accordance with ASTM test designation D 1557.

Material for Fill

It is anticipated that the on-site soil will be suitable for reuse as fill provided that lumps greater than 6 inches in largest dimension and perishable materials are removed, and that the fill materials are approved by the geotechnical engineer prior to use.

Fill materials brought onto the site should be free of vegetative mater and deleterious debris, and should be primarily granular. The geotechnical engineer should approve fill material prior to trucking it to the site.

Compaction of Fill

Fill should be placed in level lifts not exceeding 8 inches in loose thickness. Each lift should be brought to at least the optimum moisture content and compacted to at least 90 percent relative compaction, in accordance with ASTM test designation D 1557.

Underpinning

During excavations adjacent to improvements, care should be taken to adequately support the existing improvements. When excavating below the level of foundations supporting existing structures, some form of underpinning may be required where excavations extend below an imaginary plane sloping at 2H:1V downward and outward from the edge of the existing footings. All temporary underpinning design and construction are the responsibility of the contractor. H. Allen Gruen, Geotechnical Engineer is available to provide consultation regarding underpinning adjacent improvements.

Temporary Slopes

Temporary slopes will be necessary during the planned site excavations. In order to safely develop the site, temporary slopes will need to be laid back in conformance with OSHA standards at safe inclinations, or temporary shoring will have to be installed. All temporary slopes and shoring design are the responsibility of the contractor. H. Allen Gruen, Geotechnical Engineer is available to provide consultation regarding stability and support of temporary slopes during construction.

Finished Slopes

In general, finished cut and fill slopes should be constructed at an inclination not exceeding 2:1 (horizontal:vertical). Routine maintenance of slopes should be anticipated. The tops of cut slopes should be rounded and compacted to reduce the risk of erosion. Fill and cut slopes should be planted with vegetation to resist erosion, or protected from erosion by other measures, upon completion of grading. Surface water runoff should be intercepted and diverted away from the tops and toes of cut and fill slopes by using berms or ditches.

Seismic Design

If the improvements are designed using the 2013 California Building Code, the following parameters apply using 2010 ASCE 7 with July 2013 errata:

Site Class D
Risk Category I/II/III
$S_s = 1.599$, $S_1 = 0.734$
Fa = 1.0, Fv = 1.5
$S_{Ms} = 1.599$, $S_{M1} = 1.102$
$S_{Ds} = 1.066$, $S_{D1} = 0.734$

Foundations

General

It is my opinion that the planned improvements may be supported on a conventional spread footing foundation bearing in competent earth materials. If the spread footings would cover a substantial portion of the building area, a mat foundation may be used as an alternative to reduce forming and steel bending costs. A mat foundation may also be preferable to dealing with high groundwater conditions. The Structural Engineer may also choose to use drilled piers to support improvements, or for shoring and underpinning, if required. Design criteria for each foundation type are presented below.

Spread Footings

New spread footings should be at least 12 inches wide and extend at least 18 inches below lowest adjacent grade. If soft or unstable soil areas are encountered at the bottom of the footings, localized deepening of the footing excavation will be necessary. Footings should be stepped to produce level tops and bottoms and should be deepened as necessary to provide at least 7 feet of horizontal clearance between the portions of footings designed to impose passive pressures and the face of the nearest slope or retaining wall. Spread footings can be designed to impose dead plus code live load bearing pressures and total design load bearing pressures of 3,000 and 4,500 psf, respectively.

Resistance to lateral pressures can be obtained from passive earth pressures against the face of the footings and soil friction along the base of footings. I recommend that an allowable passive equivalent fluid pressure of 250 pcf and a friction factor of 0.3 times the net vertical dead load be used for design. Passive pressures should be disregarded in areas with less than 7 feet of horizontal soil confinement and for the uppermost 1-foot of foundation depth unless confined by concrete slabs or pavements.

Mat Foundation

A mat foundation may be used to support the planned improvements. The mat can be designed for an average bearing pressure over the entire mat of 3,000 psf for combined dead plus sustained live loads, and 4,500 psf for total loads including wind or seismic forces. The weight of the mat extending below current site grade may be neglected in computing bearing loads. Localized increases in bearing pressures of up to 4,000 psf may be utilized. For elastic design, a modulus of subgrade reaction of 50 kips per cubic foot may be used.

A passive equivalent fluid pressure of 250 pounds per cubic foot and a friction factor of 0.3 may be used to resist lateral forces and sliding. Passive pressures should be disregarded in areas with less than 7 feet of horizontal soil confinement and for the uppermost 1-foot of foundation depth unless confined by concrete slabs or pavements.

Drilled Piers

Drilled, cast-in-place, reinforced concrete piers may be used to support improvements, or shoring excavation walls and underpinning adjacent improvements. Piers should be designed for a maximum allowable skin friction of 800 psf for combined dead plus sustained live loads. The above values may be increased by one-third for total loads, including the effect of seismic or wind forces. The weight of the foundation concrete extending below grade may be disregarded.

Resistance to lateral displacement of individual piers will be generated primarily by passive earth pressures acting against two pier diameters. Passive pressures should be assumed equivalent to those generated by a fluid weighing 250 pcf. Passive pressures should be disregarded in areas with less than 7 feet of horizontal soil confinement and for the uppermost 1-foot of foundation depth unless confined by concrete slabs or pavements.

Where groundwater is encountered during pier shaft drilling, it should be removed by pumping, or the concrete must be placed by the tremie method. If the pier shafts will not stand open, temporary casing may be necessary to support the sides of the pier shafts until concrete is placed. Concrete should not be allowed to free fall more than 5 feet to avoid segregation of the aggregate.

Basement Walls

The specifics regarding the geotechnical design parameters related to lateral loads on subsurface walls is dependent on the type of wall and method of construction. In this report, we provide generalized approximations for the lateral loads, but these may vary depending on the actual wall type and method of construction chosen.

Basement walls should be fully backdrained above the free groundwater table. The backdrains should consist of at least a 3-inch-diameter, rigid perforated pipe, or equivalent such as a "high profile collector drain", surrounded by a drainage blanket. The pipe should be sloped to drain by gravity to appropriate outlets. Accessible subdrain cleanouts should be provided and maintained on a routine basis. The drainage blanket should consist of clean, free-draining crushed rock or gravel, wrapped in a filter fabric such as Mirafi 140N. Alternatively, the drainage blanket could consist of Caltrans Class 2 "Permeable Material" or a prefabricated drainage structure such as Mirafi Miradrain. Aggregate drainage blankets should be at least 1 foot in width and extend to within 1 foot of the surface. The uppermost 1-foot should be backfilled with compacted native soil to exclude surface water.

Tied back walls with a prestress load should be designed to resist a uniform earth pressure of 25xH (psf), where H is the height of retained earth (feet), plus hydrostatic water pressure.

Restrained basement walls above the groundwater table should be designed to resist at-rest lateral earth pressures equivalent to those exerted by a fluid weighing 60 pcf. Restrained basement walls below the groundwater table should be designed to resist at-rest lateral earth pressures equivalent to those exerted by a fluid weighing 90 pcf.

Unrestrained (cantilever) walls above the groundwater table should be designed to resist at-rest lateral earth pressures equivalent to those exerted by a fluid weighing 40 pcf. Unrestrained (cantilever) walls below the groundwater table should be designed to resist at-rest lateral earth pressures equivalent to those exerted by a fluid weighing 85 pcf.

If retaining walls are designed using the 2013 California Building Code, a seismic pressure increment equivalent to a rectangular pressure distribution of 6•H pounds per square foot may be used, where H is the height of the soil retained in feet. The seismic pressure increment does not need to be applied to restrained walls where at-rest lateral earth pressure is applied.

Where vehicular traffic occurs within 10 feet of below-grade walls, a uniform surcharge pressure of 100 psf should be applied to the top10 feet of the wall.

In addition to lateral earth pressures, retaining walls must be designed to resist horizontal pressures that may be generated by surcharge foundation loads applied at or near the ground surface. If a footing surcharge is located above a retaining wall within a horizontal distance of 0.4•H, where H is the height of soil retained by the wall, then a horizontal lateral resultant force equal to $0.55 \bullet Q_L$ should be applied to the retaining wall at a height above the base of the wall equal to 0.6•H. Q_L equals the equivalent resultant footing line load. This footing surcharge load applies equally to walls that are fixed or free to rotate. As an example, a retaining wall supporting 10 feet of soil has a footing 2 feet away from the top of the wall carrying a line load of 1,000 pounds per lineal foot. This footing is within 0.4•H =4 feet of the retaining wall. The resultant horizontal force on the retaining wall from the footing surcharge load would be 0.55x1,000=550 pounds acting 0.6•H =6 feet above the base of the retaining wall.

Where migration of moisture through retaining walls would be detrimental or undesirable, retaining walls should be waterproofed as specified by the project architect or structural engineer.

Retaining walls should be supported on footings designed in accordance with the recommendations presented above. A minimum factor of safety of 1.5 against overturning and sliding should be used in the design of retaining walls.

Slab-on-Grade Floors

The subgrade soil in slab and flatwork areas should be proof rolled to provide a firm, non-yielding surface. If moisture penetration through the slab would be objectionable, slabs should be underlain by a capillary moisture break consisting of at least 4 inches of clean, free-draining crushed rock or gravel graded such that 100 percent will pass the 1-inch sieve and less than 5 percent will pass the No. 4 sieve. Further protection against slab moisture penetration can be provided by means of a moisture vapor retarder membrane, placed between the drain rock and the slab. The membrane may be covered with 2 inches of damp, clean sand to protect it during construction.

Additional protection against moisture infiltration into finished basement areas may be provided by installing a slab underdrain system. Retaining wall back drains should be separated from under slab drains. If selected, the slab underdrain system would consist of trenches, which are at least 12 inches deep and 6 inches wide, spaced no further than 10 feet apart beneath the floor slab. The bottoms of the trenches should slope to drain to a low-point by gravity. A 3-inch diameter, rigid perforated pipe should be placed near the bottom of the trench which is fully encapsulated in drain rock. The drainrock should be fully encapsulated in an approved filter fabric. The perforated pipes should be tied to closed conduits which outlet at appropriate discharge points.

Site Drainage

Positive drainage should be provided away from the improvements. Roof downspouts should discharge into closed conduits that drain into the site storm drain system. Surface drainage facilities (roof downspouts and drainage inlets) should be maintained entirely separate from subsurface drains (retaining wall backdrains and under slab drains). In addition, retaining wall back drains should be separated from under slab drains. Drains should be checked periodically, and cleaned and maintained as necessary to provide unimpeded flow.

Supplemental Services

H. Allen Gruen, Geotechnical Engineer recommends that he be retained to review the project plans and specifications to determine if they are consistent with his recommendations. In addition, he should be retained to observe geotechnical construction, particularly site excavations, placement of retaining wall backdrains, fill compaction, and excavation of foundations, as well as to perform appropriate field observations and laboratory tests.

If, during construction, subsurface conditions different from those described in this report are observed, or appear to be present beneath excavations, I should be advised at once so that these conditions may be reviewed and my recommendations reconsidered. The recommendations made in this report are contingent upon my notification and review of the changed conditions.

If more than 18 months have elapsed between the submission of this report and the start of work at the site, or if conditions have changed because of natural causes or construction operations at or adjacent to the site, the recommendations of this report may no longer be valid or appropriate. In such case, I recommend that I review this report to determine the applicability of the conclusions and recommendations considering the time elapsed or changed conditions. The recommendations made in this report are contingent upon such a review.

These services are performed on an as-requested basis and are in addition to this geotechnical investigation. I cannot accept responsibility for conditions, situations or stages of construction that I am not notified to observe.

LIMITATIONS

This report has been prepared for the exclusive use of Martin Building Company and their consultants for the proposed project described in this report.

My services consist of professional opinions and conclusions developed in accordance with generally-accepted geotechnical engineering principles and practices. I provide no other warranty, either expressed or implied. My conclusions and recommendations are based on the information provided regarding the proposed construction, my site reconnaissance and investigation, review of published data, and professional judgment. Verification of my conclusions and recommendations is subject to my review of the project plans and specifications, and my observation of construction.

The test boring logs represent subsurface conditions at the locations and on the date indicated. It is not warranted that they are representative of such conditions elsewhere or at other times. Site conditions and cultural features described in the text of this report are those existing at the time of my field exploration, conducted on January 13, 2015, and may not necessarily be the same or comparable at other times.

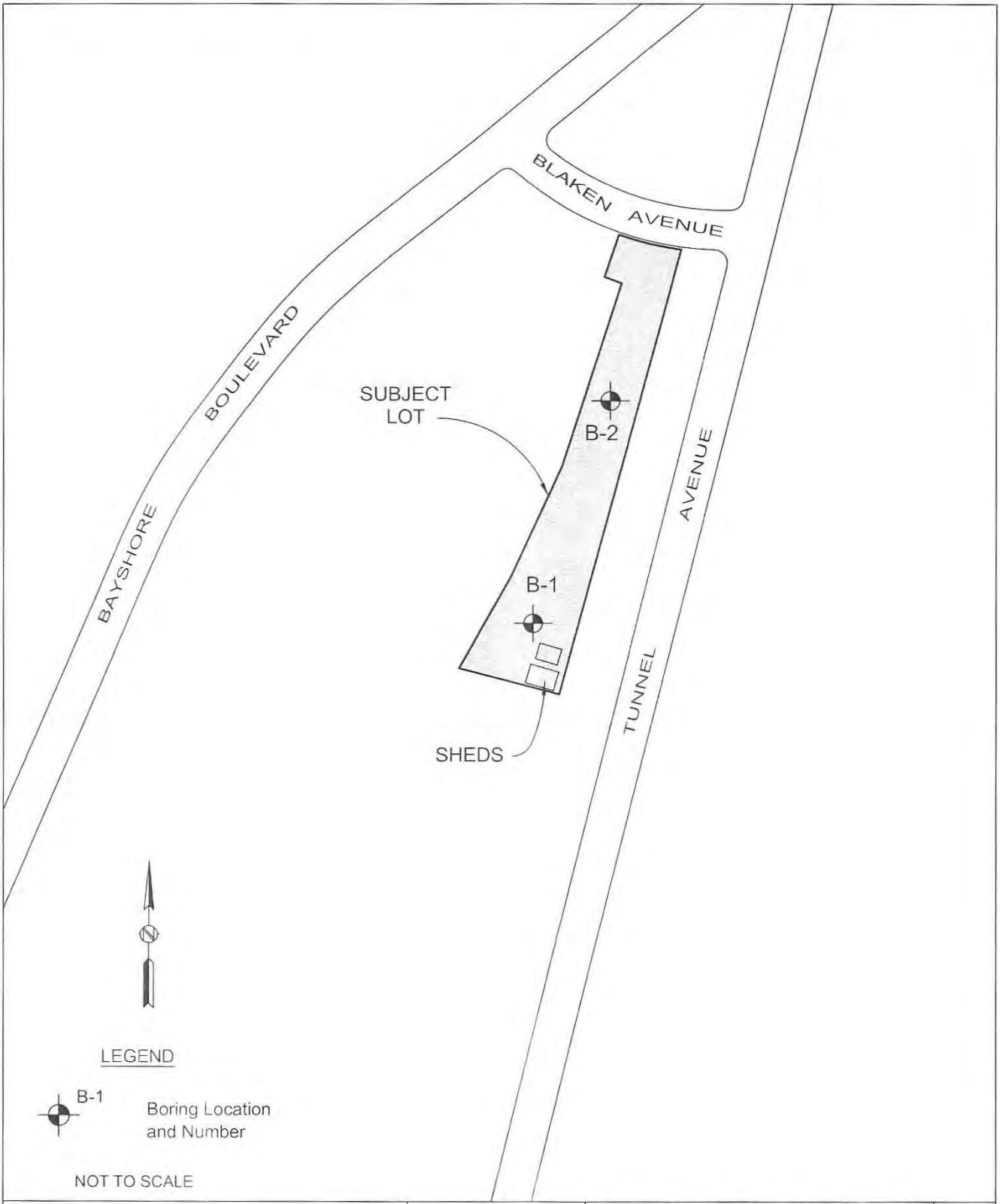
The locations of the test borings were established in the field by reference to existing features and should be considered approximate only.

The scope of my services did not include an environmental assessment or an investigation of the presence or absence of hazardous, toxic, or corrosive materials in the soil, surface water, groundwater or air, on or below, or around the site, nor did it include an evaluation or investigation of the presence or absence of wetlands.

APPENDIX A

List of Plates

Plate 1	-	Boring Location Map
Plates 2 and 3	-	Logs of Borings 1 and 2
Plate 4	-	Soil Classification Chart and Key to Test Data



H. Allen Gruen Geotechnical Engineer	Job. No: 14-4350 Appr: Drwn: LPDD Date: 1/21/15	BORING LOCATION MAP 2201 Bayshore Boulevard San Francisco, California	PLATE 1

EQUIPMENT: **8" Holow Stem Auger** ELEVATION: *

LOGGED BY: **A.K.** START DATE: **1-13-15**

FINISH DATE: **1-13-15**

Other Laboratory Tests	Pocket Penetrometer (ksf)	Moisture Content (%)	Dry Density (pcf)	% Passing #200 sieve	Blows/Foot Sample	DEPTH (FEET)	
						0–4	Brown Poorly Graded Sand (SP), moist, medium dense
		18.3		1	57	5–9	▽ saturated - dense
		18.0		9	49	10–14	Brown Poorly Graded Sand with Clay (SP-SC), saturated, dense
		18.4		16	74	15–19	Brown Clayey Sand (SC), saturated, very dense
		15.4		22	79	20–24	- very moist
		16.2		56	42	25–29	Tan Brown Sandy Lean Clay (CL), moist, hard
		13.7		33	67	30–34	Mottled Brown Clayey Sand with Gravel (SC), moist, very dense
		12.3		28	77	35–36	

* Existing ground surface.

Bottom of Boring = 36-1/2'
Water @ 5-1/2'

H. Allen Gruen
Geotechnical Engineer

Job No: 14-4350
Appr:
Drwn: LPDD
Date: JAN 2015

LOG OF BORING 1

2201 Bayshore Boulevard

San Francisco, California

PLATE 2

EQUIPMENT: **8" Holow Stem Auger** ELEVATION: *

LOGGED BY: **A.K.** START DATE: **1-13-15**

FINISH DATE: **1-13-15**

Other Laboratory Tests	Pocket Penetrometer (ksf)	Moisture Content (%)	Dry Density (pcf)	% Passing #200 sieve	Blows/Foot	Sample	DEPTH (FEET)	
							0	Brown Clayey Sand (SC), moist, medium dense
							1	
							2	
							3	
							4	
					24		5	
		19.3		17			6	- grey-brown
							7	
							8	
							9	
					47		10	saturated Grey Brown Poorly Graded Sand with Clay (SP-SC), moist, dense
		21.7		10			11	
							12	
							13	
							14	
					25		15	
		16.9		28			16	Brown Clayey Sand (SC), saturated, medium dense

Bottom of Boring = 16-1/2'
Water @ 10-1/2'

* Existing ground surface.

H. Allen Gruen
Geotechnical Engineer

Job No: 14-4350
Appr:
Drwn: LPDD
Date: JAN 2015

LOG OF BORING 2

2201 Bayshore Boulevard

San Francisco, California

PLATE 3

MAJOR DIVISIONS					TYPICAL NAMES
COARSE GRAINED SOILS More than Half > #200 sieve	GRAVELS MORE THAN HALF COARSE FRACTION IS LARGER THAN NO. 4 SIEVE	CLEAN GRAVELS WITH LITTLE OR NO FINES	GW		WELL GRADED GRAVELS, GRAVEL-SAND
			GP		POORLY GRADED GRAVELS, GRAVEL-SAND MIXTURES
		GRAVELS WITH OVER 12% FINES	GM		SILTY GRAVELS, POORLY GRADED GRAVEL-SAND-SILT MIXTURES
			GC		CLAYEY GRAVELS, POORLY GRADED GRAVEL-SAND-CLAY MIXTURES
	SANDS MORE THAN HALF COARSE FRACTION IS SMALLER THAN NO. 4 SIEVE	CLEAN SANDS WITH LITTLE OR NO FINES	SW		WELL GRADED SANDS, GRAVELLY SANDS
			SP		POORLY GRADED SANDS, GRAVELLY SANDS
		SANDS WITH OVER 12% FINES	SM		SILTY SANDS, POOORLY GRADED SAND-SILT MIXTURES
			SC		CLAYEY SANDS, POORLY GRADED SAND-CLAY MIXTURES
FINE GRAINED SOILS More than Half < #200 sieve	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50		ML		INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS, OR CLAYEY SILTS WITH SLIGHT PLASTICITY
			CL		INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
			OL		ORGANIC CLAYS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50		MH		INORGANIC SILTS, MICACEOUS OR DIATOMACIOUS FINE SANDY OR SILTY SOILS, ELASTIC SILTS
			CH		INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS
			OH		ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS			Pt		PEAT AND OTHER HIGHLY ORGANIC SOILS

UNIFIED SOIL CLASSIFICATION SYSTEM

			Shear Strength, psf / Confining Pressure, psf	
Consol	Consolidation	Tx	2630 (240)	Unconsolidated Undrained Triaxial
LL	Liquid Limit (in %)	Tx sat	2100 (575)	Unconsolidated Undrained Triaxial, saturated prior to test
PL	Plastic Limit (in %)	DS	3740 (960)	Unconsolidated Undrained Direct Shear
PI	Plasticity Index	TV	1320	Torvane Shear
Gs	Specific Gravity	UC	4200	Unconfined Compression
SA	Sieve Analysis	LVS	500	Laboratory Vane Shear
■	Undisturbed Sample (2.5-inch ID)	FS	Free Swell	
◪	2-inch-ID Sample	EI	Expansion Index	
◧	Standard Penetration Test	Perm	Permeability	
☒	Bulk Sample	SE	Sand Equivalent	

KEY TO TEST DATA

H. Allen Gruen
Geotechnical Engineer

Job No: 14-4350
Appr:
Drwn: LPDD
Date: JAN 2015

SOIL CLASSIFICATION CHART AND KEY TO TEST DATA
2201 Bayshore Boulevard
San Francisco, California

PLATE 4

APPENDIX B

List of References

1. Bonilla, M. G., 1998, *Preliminary Geologic Map of the San Francisco South 7.5' Quadrangle and Part of the Hunters Point 7.5' Quadrangle, San Francisco Bay Area, California*, United States Geological Survey Open-File Report OF-98-354, Scale 1:24,000.

2. California Department of Conservation, Division of Mines and Geology, 1998, *Maps of Known Active Fault Near-Source Zones in California and Adjacent Portions of Nevada.*

3. CDMG, 2000, State of California Seismic Hazards Zones, City and County of San Francisco, California Division of Mines and Geology.

4. Seed, H. B., and Idriss, E., 1982, *Ground Motion and Soil Liquefaction During Earthquakes*, Earthquake Engineering Research Institute Monograph.

5. United States Geological Survey, 1993, San Francisco South Quadrangle, 7.5 Minute Series, Scale 1:24,000.

6. URS/John A. Blume & Associates, Engineers, 1974, San Francisco Seismic Safety Investigation, Figure 4, June 1974.

APPENDIX C

Field Exploration

My field exploration consisted of a geologic reconnaissance and subsurface exploration by means of two test borings logged by my Engineer on January 13, 2015. The test borings were drilled with a truck mounted drill rig utilizing continuous flight, 6-inch-diameter augers. The borings were drilled at the approximate locations shown on Plate 1.

The logs of the test borings are displayed on Plates 2 and 3. Representative undisturbed samples of the earth materials were obtained from the test borings at selected depth intervals with a 1.4-inch inside diameter, split-barrel Standard Penetration Test (SPT) sampler, a 2-inch inside diameter, split-barrel sampler, and a 2.5-inch inside diameter, modified California sampler.

Penetration resistance blow counts were obtained by dropping a 140-pound hammer through a 30-inch free fall. The sampler was driven 18 inches or less and the number of blows was recorded for each 6 inches of penetration. The blows per foot recorded on the Boring Logs represent the accumulated number of blows that were required to drive the sampler the last 12 inches or fraction thereof.

The soil classifications are shown on the Boring Logs and referenced on Plate 4.

Laboratory Testing

Natural water contents and percentages of gravel, sand, and fines were determined on selected soil samples recovered from the test borings. The data are recorded at the appropriate sample depths on the Boring Logs.

APPENDIX D

Distribution

Martin Building Company
14 Mint Plaza, Fifth Floor
San Francisco, CA 94103
Julie@martinbuilding.com

(4 wet signed and stamped originals)

EXHIBIT F-10

TO

DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

Exh. 10 to Deposition of Patrick McNerney as PMK of Defendant 424 Jessie Historic Properties, LLC – Application Packet for Preliminary Project Assessment Dated May 9, 2015

EXHIBIT F-10

RECEIVED DATE: For Staff Use only	
ISSUE BY DATE: For Staff Use only	

SAN FRANCISCO PLANNING DEPARTMENT

APPLICATION PACKET FOR

Preliminary Project Assessment

Planning Department
1650 Mission Street
Suite 400
San Francisco, CA
94103-9425

T: 415.558.6378
F: 415.558.6409

Planning Department staff are available to advise you in the preparation of this application. Call (415) 558-6377 for further information.

WHAT IS A PRELIMINARY PROJECT ASSESSMENT?

The Preliminary Project Assessment (PPA) is a preliminary process that evaluates moderate to large projects before development applications are filed. This early viewing of the project provides sponsors with feedback and procedural instructions, and also allows staff to coordinate at the beginning in the development process. The PPA application is not a development application. Issuance of a PPA letter is not a development approval or denial.

WHEN IS A PRELIMINARY PROJECT ASSESSMENT NECESSARY?

A PPA is required for any project that is

1) creating 7 or more dwelling units, and/or

2) changes of use of 25,000 square feet or more, and/or

3) constructing a new non-residential building or addition of 10,001 square feet or more.

The Department may also request other complex projects not meeting these thresholds to undergo a PPA.

HOW DOES THE PROCESS WORK?

PPA applications must be submitted in person at the Planning Information Center, 1660 Mission Street, first floor, with the required materials along with a check payable to the Planning Department. (Please consult the current fee schedule, available at the Planning Information Center.) The application will not be accepted by mail, messenger or at the Planning Department reception desk. Applicants may request a 30-minute meeting with the assigned planners to present and explain the proposal to Department staff. The purpose of this meeting is not for planners to provide feedback on the project, but to give applicants the opportunity to clearly present the project to the Department. The Department will issue a PPA letter to the applicant within 90 days. Revising or submitting new materials may result in a restart of the 90-day timetable. The letter includes procedural requirements (applications, approvals, etc.) and general comments on design and other significant issues. The letter is valid for a period of 18 months. Sponsors may elect to schedule one project review meeting with Department staff within 30 days of the issuance of the PPA letter.

An Environmental Evaluation ("EE") application will be accepted for filing concurrently with PPA applications, rather than only after PPA letter issuance. To the extent appropriate, EE applications submitted prior to the PPA letter issuance should be amended to address input from the PPA letter.

Exhibit
0010

919 263
JES003248 919
919

WHO MAY APPLY FOR A PRELIMINARY PROJECT ASSESSMENT?

Any property owner or authorized agent of a property owner may file a PPA application.

INSTRUCTIONS:

1. Please fill out the attached Application for a PPA. If the applicant in this case is the authorized agent of the property owner, rather than the owner, a letter signed by the owner and creating or acknowledging that agency must be attached and included in the application for the PPA.

2. In all cases the application must be accompanied by **two** sets of 11 x 17 inch plans sufficient for proper PPA review, as well as an electronic copy of the completed application and plans. A **plot plan** is required, showing accurately the subject lot and adjacent lots, and existing and proposed structures on both the subject property and on immediately adjoining properties, open spaces, driveways, parking areas, trees, and land contours where relevant. Where the size or use of floor areas is material to the project, **floor plans** will also be required. Drawings of building **elevations** must be provided, even if they lack facade details.

   Basic 3D representations of the project are also helpful. The Department staff can assist in determining what plans are required. The plans must be dimensioned or include an accurate scale, and should also include a north arrow and a legend for relevant symbols and/or notes.

3. **Photographs**, unmounted, large enough to show the nature of the property, but not over 8 1/2 x 14 inches are helpful in reviewing PPA applications.

4. All plans and other exhibits submitted with this application will be retained as part of the permanent public record in this PPA.

5. **Planning Code Fees**: Please refer to the Planning Department Fee Schedule for fees related to this application. The Fee Schedule may be obtained from the Planning Department's website at www.sfgov.org/planning or in person at the Public Information Counter (PIC) located at 1660 Mission Street, San Francisco, CA 94103. For questions related to the Fee Schedule, please call the PIC at 415.558.6377. The PPA fee will be credited to a subsequent development application fee for the same project. However, time and materials will be charged if staff costs exceed the initial fee.

To file your Preliminary Project Assessment application, submit in person at the Planning Information Center, 1660 Mission Street, first floor, with the required materials along with a check payable to the Planning Department. The application will not be accepted at the PIC if incomplete, and will not be accepted by mail, messenger or at the Planning Department reception desk.

920
JES003920 920 264

1. Owner/Applicant Information

PROPERTY OWNER'S NAME:		
ADDRESS:	ZIP CODE:	TELEPHONE:
		( )
PROPERTY OWNER'S EMAIL:		

APPLICANT'S NAME:		
Same as Above ☐		
ADDRESS:	ZIP CODE:	TELEPHONE:
		( )
APPLICANT'S EMAIL:		

CONTACT FOR PROJECT INFORMATION:		
Same as Above Owner ☐ or Applicant ☐		
ADDRESS:	ZIP CODE:	TELEPHONE:
		( )
CONTACT PERSON EMAIL:		

Request a meeting with PPA planner(s)? YES ☐ NO ☐

2. Location and Classification

STREET ADDRESS OF PROJECT:	ZIP CODE:
CROSS STREETS:	

ASSESSORS BLOCK/LOT:	LOT DIMENSIONS:	LOT AREA (SQ FT):	ZONING DISTRICT:	HEIGHT/BULK DISTRICT:
/				

3. Project Description

Please Check

New Construction ☐ Demolition ☐ Alteration ☐ Change of Use ☐ Change of Hours ☐ Other ☐

Describe what is to be done:

921
JES003921 921
265

Additions to Building: Rear ☐ Front ☐ Height ☐ Side Yard ☐

Present or Previous Use: .....

Proposed Use: .....

4. Project Summary Table

If you are unsure of the final size of the project, provide maximum estimates. TOTALS DO NOT AUTO CALCULATE.

	EXISTING USES:	EXISTING USES TO BE RETAINED:	NET NEW CONSTRUCTION AND/OR ADDITION:	PROJECT TOTALS:
GROSS SQUARE FOOTAGE (GSF)				
Residential				
Retail				
Office				
Industrial/PDR *Production, Distribution, & Repair*				
Parking				
Other (Specify Use)				
TOTAL GSF				
PROJECT FEATURES				
Dwelling Units				
Hotel Rooms				
Parking Spaces				
Loading Spaces				
Number of Buildings				
Height of Building(s)				
Number of Stories				

Please describe any additional project features that are not included in this table:
(Attach a separate sheet if more space is needed)

The Project was included in the Visitaction Valley and Schlage Lock Plan area and proposed for re-zoning, but it was omitted when the Plan's re-zoning legislation was passed in 2014. To allow development on the site consistent with the purposes and policies of the Visitacion Valley and Schlage Lock Plan, the Project will require re-zoning from M-1 to MUD, from 40-X height and bulk district to 57-X and 68-X, and from Zone 1 to Zone 2 of the Visitaction Valley/Schlage Lock SUD.

922
JES003922 922
266

5. Additional Project Information

Please answer each question to the best of your ability. If the answer is unknown, please state so and provide a brief explanation. Please note that providing more information about the proposed project may result in additional and/or more detailed feedback from the Department.

1. Would the project involve a major alteration of a structure constructed 45 or more years ago or a structure in an historic district? ☐ YES ☑ NO

2. Would the project involve demolition of a structure constructed 45 or more years ago or a structure located in an historic district? ☐ YES ☑ NO

3. Would the project result in excavation or soil disturbance/modification? ☐ YES ☐ NO

   If yes, how many feet below grade would be excavated? South Building: Approx. 14' / North Building: Approx 20'

   What type of foundation would be used (if known)?

4. Is the project site located in an area of potential geotechnical hazard as identified in the San Francisco General Plan or on a steep slope or would the project be located on a site with an average slope of 20% or more? ☐ YES ☑ NO

5. Would the project result in ground disturbance of 5,000 gross square feet or more? ☑ YES ☐ NO

6. Would the project result in a construction of a structure 80 feet or higher? ☐ YES ☑ NO

7. Would the project impact any public property or right(s)-of-way? ☐ YES ☑ NO

8. For any project site that is located on the Maher map or is suspected of containing hazardous materials (based on a previous use such as gas station, auto repair, dry cleaners, or heavy manufacturing, or a site with underground storage tanks): ☑ YES ☐ NO
   Would the project involve soil disturbance of any amount (including grading or minor excavation for utilities) or a change of use from industrial to commercial/residential?
   If yes, please describe and provide the amount of soil disturbance in cubic yards. 11,188 cuyd
   AND
   If yes, please describe.

9. Is the project related to a larger project, series of projects, or program? ☑ YES ☐ NO
   If yes, please describe.
   Related to, but not a part of, the Visitacion Valley/Schlage Lock Plan

10. Is the project in a Community Plan Area (for example, Market/Octavia)? If yes, please identify the area. ☑ YES ☐ NO
    Visitacion Valley

923
JES003923 923 267

Estimated Construction Costs

TYPE OF APPLICATION: Preliminary Project Assessment	
OCCUPANCY CLASSIFICATION: R-2, S-2	
BUILDING TYPE: Type I	
TOTAL GROSS SQUARE FEET OF CONSTRUCTION: See table.	BY PROPOSED USES: See table.
ESTIMATED CONSTRUCTION COST: Appx. $30 million.	
ESTIMATE PREPARED BY: Project Sponsor	
FEE ESTABLISHED: $4,853	

Applicant's Affidavit

Under penalty of perjury the following declarations are made:
a: The undersigned is the owner or authorized agent of the owner of this property.
b: The information presented is true and correct to the best of my knowledge.
c: The other information or applications may be required.

Signature: _____ Date: May 8, 2015

Print name, and indicate whether owner, or authorized agent:

Mark Loper, Reuben, Junius & Rose, LLP

Owner / Authorized Agent (circle one)

Application Submittal Checklist

Applications listed below submitted to the Planning Department must be accompanied by this checklist and all required materials. The checklist is to be completed and **signed by the applicant or authorized agent and a Department staff person.**

APPLICATION MATERIALS	CHECKLIST
Application, with all blanks completed	☐
300-foot radius map, if applicable	■
Address labels (original), if applicable	■
Address labels (copy of the above), if applicable	■
Site Plan	☐
Floor Plan	☐
Elevations	☐
Section 303 Requirements (shown on info. sheet)	■
Prop. M Findings	■
Photographs	☐
Check payable to Planning Dept.	☐
Application signed by owner or agent	☐
Letter of authorization for agent	☐
Electronic copy of required materials	☐

NOTES:

☐ Required Material. Write "N/A" if you believe the item is not applicable, (e.g. letter of authorization is not required if application is signed by property owner.)

■ Typically would not apply. Nevertheless, in a specific case, staff may require the item.

Some applications will require additional materials not listed above. The above checklist does not include material needed for Planning review of a building permit. The "Application Packet" for Building Permit Applications lists those materials.

No application will be accepted by the Department unless the appropriate items on this checklist is completed. Receipt of this checklist, the accompanying application, and required materials by the Department serves to open a Planning file for the proposed project. After the file is established it will be assigned to a planner. At that time, the planner assigned will review the application to determine whether it is complete or whether additional information is required in order for the Department to make a decision on the proposal.

925
JES003925 925
269

Acknowledgement and Signatures

OTHER APPLICATIONS THAT MAY BE REQUIRED:

By signing below, I acknowledge: That I have read and completed this form in its entirety; that I understand that receipt of these materials by the Department does not mean that the application has been accepted as complete; that all of the information provided in this application is accurate.

Signature: _____ Date: May 8, 2015

Print name, and indicate whether owner, or authorized agent:

Mark Loper, Reuben, Junius & Rose, LLP

Owner / Authorized Agent (circle one)

For Department Use Only

Application received by Planning Department:

By: _____ Date: _____

SAN FRANCISCO PLANNING DEPARTMENT

FOR MORE INFORMATION:
Call or visit the San Francisco Planning Department

Central Reception
1650 Mission Street, Suite 400
San Francisco, CA 94103-2479

TEL: **415.558.6378**
FAX: **415.558.6409**
WEB: **http://www.sfplanning.org**

Planning Information Center (PIC)
1660 Mission Street, First Floor
San Francisco, CA 94103-2479

TEL: **415.558.6377**
Planning staff are available by phone and at the PIC counter. No appointment is necessary.

MARTIN
BUILDING Co

May 5, 2015

Department of City Planning
City and County of San Francisco
1650 Mission Street
San Francisco, California 941030-2414

Re:	**Property Address:**	**2201 Bayshore Boulevard**
	Block/Lot:	**Block 5087, Lot 004 and portion of Lot 005**
	Applicant:	**Martin Building Company**
	Subject:	**Project Applications and Processing**

Dear Planning Department

Martin Building Company, owner of the above referenced property, hereby authorizes Reuben, Junius & Rose, LLP and its affiliated entities, employees, and agents, to take all necessary action, including but not limited to the signing of documents and the filing of applications, required to obtain entitlements and/or complete environmental review for a project at the above-referenced property.

Sincerely,

Martin Building Company
Julie Heinzler, AIA

By: _____

Title: Director of Architecture

14 MINT PLAZA FIFTH FLOOR SAN FRANCISCO CALIFORNIA 94103
TELEPHONE 415.442.4800 FACSIMILE 415.442.4811 WWW.MARTINBUILDING.COM

MARTIN BUILDING COMPANY
14 Mint Plaza, 5th Floor
SAN FRANCISCO, CA 94103

East West Bank
369-9th Street
Oakland, CA 94607

18-7038/3220

21304

**** FOUR THOUSAND EIGHT HUNDRED FIFTY THREE AND 00/100 DOLLARS

TO THE ORDER OF

05/06/2015 $4,853.00***

San Francisco Planning Department
1650 MISSION STREET STE 400
SAN FRANCISCO, CA 94103

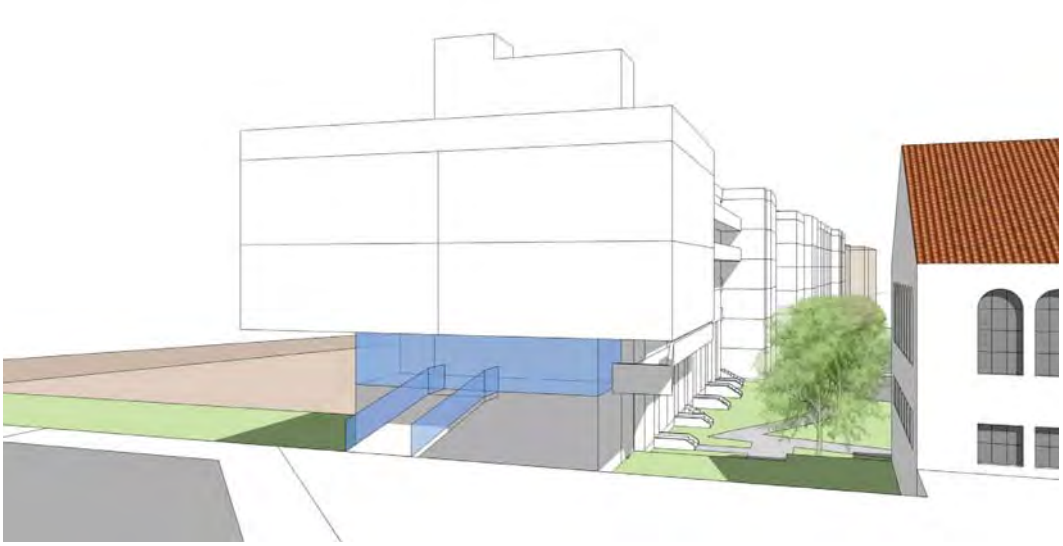
THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT

⑈021304⑈ ⑆322070381⑆848009944⑈

DATE:05/06/2015 CK#:21304 TOTAL:$4,853.00*** BANK:East West checking(mbcckng)
PAYEE:San Francisco Planning Department(sfplan)

Job(Prop)	Categ(Acct)	Invoice - Date	Description	Amount
2201baysh(mbc)	1525 (5050)	05/04/15-05/04/2015		4,853.00
				4,853.00

COPYRIGHT © BAR architects



BLANKEN AVENUE

APPLICATION FOR PRELIMINARY PROJECT ASSESSMENT
MAY 6, 2015

PROJECT VOLUNTARILY INCREASES ON-SITE AFFORDABILITY PROVISION TO 20%

BLANKEN AVENUE | SAN FRANCISCO, CA

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com
martinbuildingcompany

14093 | 05.06.15

JES003258

SOUTH BUILDING STATISTICS

LEVEL	GSF	STUDIO	1 BR	2BR	TOTAL
ROOF	1,133 SF	-	-	-	-
LEVEL 7	24,003 SF	1	10	11	22
LEVEL 6	24,003 SF	1	12	12	25
LEVEL 5	24,003 SF	1	12	12	25
LEVEL 4	24,003 SF	1	12	12	25
LEVEL 3	24,003 SF	1	12	12	25
LEVEL 2	20,023 SF	1	6	8	15
LEVEL 1	23,459 SF	-	5	17	22
BASEMENT 1	30,071 SF	-	-	-	-
BASEMENT 2	30,071 SF	-	-	-	-
SOUTH TOTAL	201,313 SF	6	69	84	159

NORTH BUILDING STATISTICS

LEVEL	GSF	STUDIO	1 BR	2BR	TOTAL
ROOF	301 SF	-	-	-	-
LEVEL 6	7,266 SF	-	6	2	8
LEVEL 5	9,286 SF	-	6	4	10
LEVEL 4	9,286 SF	-	6	4	10
LEVEL 3	7,646 SF	-	6	2	8
LEVEL 2	5,385 SF	-	-	2	2
LEVEL 1	7,574 SF	-	-	8	8
BASEMENT 1	9,160 SF	-	-	-	-
BASEMENT 2	9,160 SF	-	-	-	-
NORTH TOTAL	65,064 SF	-	24	22	46

PROJECT TOTAL:	**266,377 SF**	**6**	**93**	**106**	**205**
UNIT MIX %		3.0%	45.3%	51.7%	100%

TOTAL RESIDENTIAL UNIT GSF: 180,351 GSF (EXCLUDING CIRCULATION, MEP, COMMON, ETC.)
TOTAL PARKING
SOUTH BASEMENT LEVEL 1
PARKING SPACES: 41 SPACES (INCLUDING 3 ACCESSIBLE)
PARKING STACKERS: 45 STACKER SPACES
SOUTH BASEMENT LEVEL 2
PARKING SPACES: 68 SPACES
CAR-SHARE SPACES: 2 CAR-SHARE SPACES

GRAND TOTAL: 154 SPACES (0.75/UNIT, EXCLUDING CAR SHARE)
156 SPACES, INCLUDING CAR SHARE SPACES

BICYCLE SPACES:
CLASS-1 126 SPACES (1 SPACE FOR EVERY UNIT UP TO 100, THEN 1 SPACE FOR EVERY 4 UNITS)
CLASS-2 10 SPACES (205 DU / 20 SPACES per DU = 10.25 [ROUND DOWN TO 10])

OPEN SPACE STATISTICS (CONTRIBUTING AREA):
205 DU * 80 SF/DU = 16,400 SF REQUIRED

	COMMON
RAYMOND OPEN SPACE:	2,519 SF
SOLARIUM:	1,452 SF
ROOF DECK SOUTH:	10,550 SF
ROOF DECK NORTH:	1,967 SF
TOTAL	16,488 SF

80.4 SF OF OPEN SPACE / UNIT (80 SF / UNIT REQUIRED)

PROPERTY SUMMARY

PARCEL# (BLOCK/LOT):	5087-004, 5087-005 (PARTIAL). PARTIAL LOT 005 TO BE COMBINED WITH LOT 004.
PROJECT LOT AREA:	35,993 SF (PER SURVEY)
NEIGHBORHOOD:	VISITACION VALLEY
ADDRESS:	BLANKEN AVENUE, SAN FRANCISCO, CA 94134

PROPOSED ZONING SUMMARY

ZONING DISTRICT:	SEC.840	MUG - MIXED USE GENERAL*
HEIGHT & BULK DISTRICT:	SCHLAGE LOCK D4D	57-X, 68-X,
REAR YARD:	SEC.134.1	25% LOT DEPTH, BUT IN NO CASE LESS THAN 15 FEET
REAR YARD MODIFICATION:	SEC 329	APPLIES
STREET FRONTAGE:	SEC.145.1	REQUIRED
STREET FRONTAGE -	SEC.145.1.c.1	MINIMUM 25 FEET SETBACK ON GROUND FLOOR, 15 FEET ON FLOORS ABOVE ABOVE GRADE PARKING
STREET FRONTAGE -	SEC.145.1.c.2	PARKING AND LOADING ACCESS RESTRICTIONS
STREET FRONTAGE -	SEC.145.1.c.3	REQUIREMENTS APPLY ACTIVE USES REQUIRED
STREET FRONTAGE -	SEC.145.1.c.4.A	MINIMUM FLOOR-TO-FLOOR HEIGHT OF 17 FEET AT NON-RESIDENTIAL GROUND FLOOR CEILING HEIGHT
FLOOR AREA RATIO:	SEC.124.	3.0 TO 1 (RESIDENTIAL SF EXEMPT)
COMMERCIAL OFF-STREET PARKING:	SEC.843.11	NONE REQUIRED. LIMITS SET FORTH IN SEC.151.1
OFF-STREET FREIGHT LOADING:	SEC.152.	ONE REQUIRED. NONE REQUIRED IF COMMERCIAL GROSS FLOOR AREA IS LESS THAN 10,000 SF AND RESIDENTIAL IS LESS THAN 100,000 SF (OFF STREET LOADING REQUIRED)
RESIDENTIAL DENSITY	SEC.840.24	NO DENSITY LIMIT
RESIDENTIAL UNIT MIX	SEC.840.25	40% OF ALL DWELLING UNITS MUST CONTAIN TWO OR MORE BEDROOMS OR 30% THREE BEDROOMS
RESIDENTIAL OPEN SPACE:	SEC.840.11	80 SQ. FT. PER UNIT IF PRIVATE, 54 SQ. FT. IF PUBLICLY ACCESSIBLE
RESIDENTIAL PARKING:	SEC.840.08	NONE REQUIRED. LIMITS SET FORTH IN SEC.151.1 - FOR DWELLING UNITS AT LEAST 1,000 SQ. FT. IN SIZE WITH TWO OR MORE BEDROOMS, 1 CAR IS PERMITTED FOR FOR OTHER UNITS, UP TO 0.75 CARS FOR EACH UNIT IS PERMITTED.
EACH UNIT.		
CAR-SHARE PARKING:	SEC.166.d.1	2 CAR-SHARE SPACE REQUIRED
BICYCLE PARKING	SEC.155.2	ONE CLASS 1 SPACE FOR EACH UNIT UP TO 100 SPACES, AND ONE ADDITIONAL SPACE FOR EVERY FOUR UNITS OVER 100 UNITS. ONE CLASS 2 SPACE FOR EACH 20 UNITS.

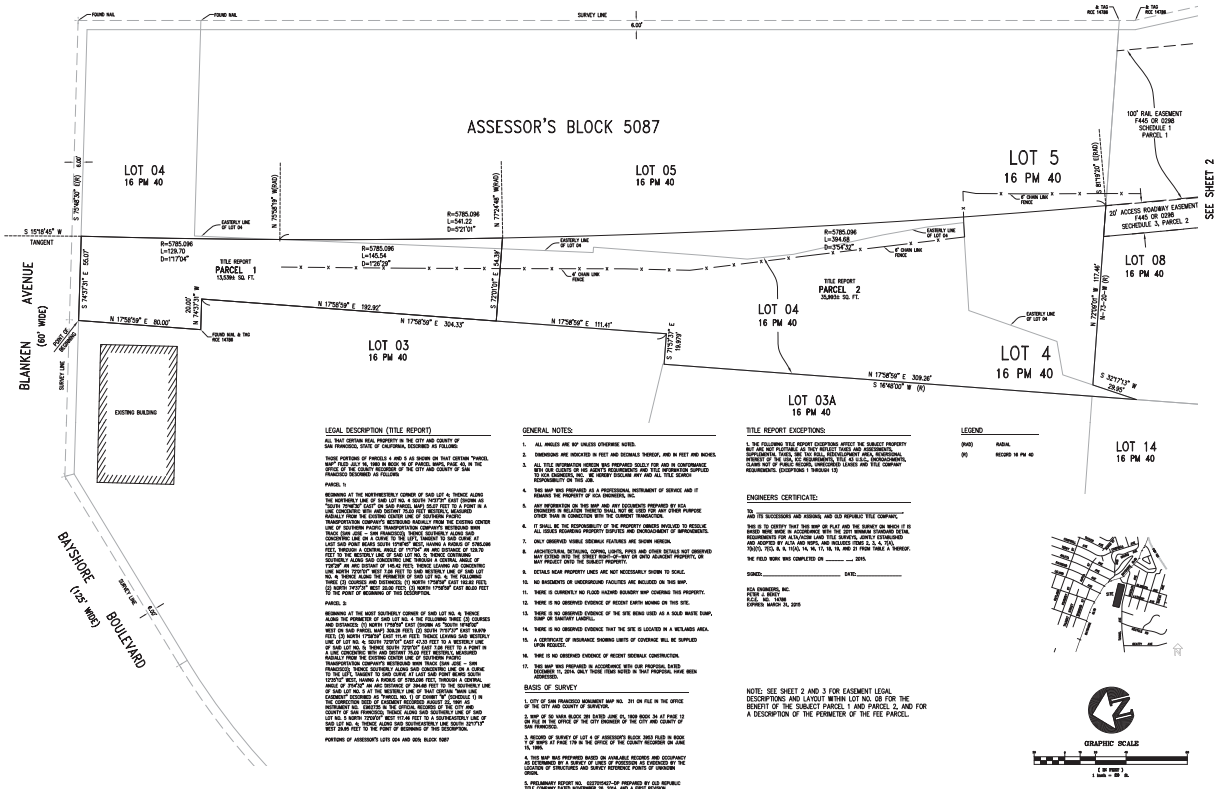
*PROJECT SPONSOR WILL REQUEST A CHANGE IN ZONING FROM M-1 TO MUG IN ORDER TO MAKE ITS ZONING CONSISTENT WITH SURROUNDING PROPERTIES, WHICH WERE RE-ZONED IN 2014 PURSUANT TO THE VISITACION VALLEY/SCHLAGE LOCK PLAN.

SUSTAINABILITY
THIS PROJECT WILL PURSUE LEED FOR HOMES PLATINUM.

UNIT AVERAGE SIZES (GROSS)

STUDIO	500 GSF
1-BEDROOM	735 GSF
2-BEDROOM	1,004 GSF

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com
martinbuildingcompany



LEGAL DESCRIPTION (TITLE REPORT)

ALL THAT CERTAIN REAL PROPERTY IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCELS 4 AND 5 AS SHOWN ON THAT CERTAIN "PARCEL MAP" FILED JULY 15, 1983 IN BOOK 16 OF PARCEL MAPS, PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT NO. 4, SOUTH 74°07'31" EAST 59.07 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 17°58'59" WEST AT RIGHT ANGLES TO A LINE CONCENTRIC WITH AND DISTANT 70.00 FEET WESTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (THE EXISTING CENTER LINE OF SAID TRACK BEING DESCRIBED AS BEGINNING AT A POINT ON SAID TRACK CENTER LINE ON A CURVE TO THE LEFT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS SOUTH 17°58'59" WEST, HAVING A RADIUS OF ENGLEHO FEET, THROUGH A CENTRAL ANGLE OF 17°57'04" AN ARC DISTANCE OF 109.70 FEET; THENCE SOUTH 17°57'31" EAST TANGENT TO SAID CURVE AND PARALLEL SOUTHERLY ALONG SAID CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 17°57'04" AN ARC DISTANCE OF 149.40 FEET; THENCE LEAVING SAID CONCENTRIC LINE NORTH 72°09'04" WEST 5.00 FEET TO SAID WESTERLY LINE OF SAID LOT NO. 4; THENCE ALONG SAID WESTERLY LINE OF SAID LOT NO. 4 THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 17°57'31" WEST 58.07 FEET; (2) NORTH 74°07'31" WEST 20.00 FEET; (3) NORTH 17°58'59" EAST 80.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL 2:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT NO. 4; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 4 THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 17°57'31" WEST 19.39 FEET; (2) NORTH 72°09'04" WEST 14.39 FEET; (3) SOUTH 17°57'31" WEST 19.39 FEET; THENCE LEAVING SAID SOUTHERLY LINE OF LOT NO. 4, SOUTH 72°09'04" EAST 41.46 FEET TO A WESTERLY LINE OF SAID LOT NO. 5; THENCE SOUTH 72°09'04" EAST 3.00 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 73.00 FEET WESTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE — SAN FRANCISCO); THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE ON A CURVE TO THE LEFT, TANGENT TO THE LAST COURSE AT LAST SAID POINT BEARS SOUTH 12°07'04" WEST, HAVING A RADIUS OF 5785.096 FEET, THROUGH A CENTRAL ANGLE OF 1°17'04" AN ARC DISTANCE OF 129.70 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT NO. 5; THENCE SOUTH 17°57'31" EAST 58.07 FEET TO A POINT IN A LINE CONCENTRIC WITH AND DISTANT 70.00 FEET WESTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN JOSE — SAN FRANCISCO); THENCE SOUTHERLY ALONG SAID CONCENTRIC LINE ON A CURVE TO THE LEFT, TANGENT TO THE LAST COURSE AT LAST SAID POINT BEARS SOUTH 12°07'04" WEST, HAVING A RADIUS OF 5785.096 FEET, THROUGH A CENTRAL ANGLE OF 1°26'29" AN ARC DISTANCE OF 145.54 FEET TO THE SOUTHERLY LINE OF SAID LOT NO. 5 AT THE WESTERLY LINE OF THAT CERTAIN "MAIN LINE EASEMENT" RECORDED AS THIRTEEN (13) PARCELS, TITLE EXHIBIT "B" OF EXHIBIT "A" IN THE DEED FROM SOUTHERN PACIFIC COMPANY TO THE CITY AND COUNTY OF SAN FRANCISCO, DATED JUNE 15, 1948 AND RECORDED JULY 1, 1948, IN BOOK 4445 OF OFFICIAL RECORDS, PAGE 296, AS DOCUMENT NO. 126032 IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT NO. 5 NORTH 72°09'04" WEST 117.46 FEET TO A SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE CITY DATED SEPTEMBER 30, 1977 AND RECORDED OCTOBER 3, 1977 IN BOOK E-569 AT PAGE 1 OF OFFICIAL RECORDS; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 17°57'31" EAST 29.65 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

PORTIONS OF ASSESSOR'S LOTS 004 AND 005, BLOCK 5087

GENERAL NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
2. DIMENSIONS ARE INDICATED IN FEET AND DECIMALS THEREOF, AND IN FEET AND INCHES.
3. ALL TITLE INFORMATION HEREON WAS PREPARED SOLELY FOR AND IN CONFORMANCE WITH THE TERMS OF THE TITLE REPORT AND ALL OTHER INFORMATION SUPPLIED TO KCA ENGINEERS, INC. WE HEREBY DISCLAIM ANY AND ALL TITLE SEARCH RESPONSIBILITY ON THIS JOB.
4. THIS MAP WAS PREPARED AS A PROFESSIONAL INSTRUMENT OF SERVICE AND IT REMAINS THE PROPERTY OF KCA ENGINEERS, INC.
5. ANY INFORMATION ON THIS MAP AND ANY DOCUMENTS PREPARED BY KCA ENGINEERS IN RELATION THERETO SHALL NOT BE USED FOR ANY OTHER PURPOSE OTHER THAN IN CONNECTION WITH THE CURRENT TRANSACTION.
6. IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS INVOLVED TO RESOLVE ALL ISSUES REGARDING PROPERTY DISPUTES AND ENCROACHMENT OF IMPROVEMENTS.
7. ONLY OBSERVED VISIBLE SIDEWALK FEATURES ARE SHOWN HEREON.
8. ARCHITECTURAL DETAILING, COPING, LIGHTS, PIPES AND OTHER DETAILS NOT OBSERVED MAY EXTEND INTO THE STREET RIGHT-OF-WAY OR ONTO ADJACENT PROPERTY, OR MAY PROJECT ONTO THE SUBJECT PROPERTY.
9. DETAILS NEAR PROPERTY LINES ARE NOT NECESSARILY SHOWN TO SCALE.
10. NO BASEMENTS OR UNDERGROUND FACILITIES ARE INCLUDED ON THIS MAP.
11. THERE IS CURRENTLY NO FLOOD HAZARD BOUNDARY MAP COVERING THIS PROPERTY.
12. THERE IS NO OBSERVED EVIDENCE OF RECENT EARTH MOVING ON THIS SITE.
13. THERE IS NO OBSERVED EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
14. THERE IS NO OBSERVED EVIDENCE THAT THE SITE IS LOCATED IN A WETLANDS AREA.
15. A CERTIFICATE OF INSURANCE SHOWING LIMITS OF COVERAGE WILL BE SUPPLIED UPON REQUEST.
16. THERE IS NO OBSERVED EVIDENCE OF RECENT SIDEWALK CONSTRUCTION.
17. THIS MAP WAS PREPARED IN ACCORDANCE WITH OUR PROPOSAL DATED DECEMBER 11, 2014. ONLY THOSE ITEMS NOTED IN THAT PROPOSAL HAVE BEEN ADDRESSED.

BASIS OF SURVEY:

1. CITY OF SAN FRANCISCO MONUMENT MAP NO. 311 ON FILE IN THE OFFICE OF THE CITY AND COUNTY OF SURVEYOR.
2. MAP OF SUB-DIVISION BLOCK 289 DATED JUNE 15, 1900 BOOK 34 AT PAGE 12 ON FILE IN THE OFFICE OF THE CITY ENGINEER OF THE CITY AND COUNTY OF SAN FRANCISCO.
3. RECORD OF SURVEY OF LOT 4 OF ASSESSOR'S BLOCK 3903 FILED IN BOOK 7 OF MAPS AT PAGE 178 IN THE OFFICE OF THE COUNTY RECORDER ON JUNE 15, 1999.
4. THIS MAP WAS PREPARED BASED ON AVAILABLE RECORDS AND OCCUPANCY AS DETERMINED BY A SURVEY OF LINES OF POSSESSION AS EVIDENCED BY THE LOCATION OF STRUCTURES AND SURVEY REFERENCE POINTS OF UNKNOWN ORIGIN.
5. PRELIMINARY REPORT NO. 02079543-07-DP PREPARED BY OLD REPUBLIC TITLE COMPANY DATED NOVEMBER 28, 2014, AND A FIRST REVISION.

TITLE REPORT EXCEPTIONS:

1. THE FOLLOWING TITLE REPORT EXCEPTIONS AFFECT THE SUBJECT PROPERTY BUT ARE NOT PLOTTABLE, OR THEY REFLECT TAXES AND ASSESSMENTS, SUPPLEMENTAL TAXES, SAN TAX ROLL, REDEVELOPMENT AREA, REVERSIONAL INTEREST OF THE CITY, ICC REQUIREMENTS, TITLE 43 U.S.C. ENCROACHMENTS, CLAIMS NOT OF PUBLIC RECORD, UNRECORDED LIENS AND TITLE COMPANY REQUIREMENTS, EXCEPTIONS 1 THROUGH 12)

ENGINEERS CERTIFICATE:

TO:
AND ITS SUCCESSORS AND ASSIGNS, AND OLD REPUBLIC TITLE COMPANY,

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 7(A), 7(B)(1), 7(C), 8, 9, 11(A), 14, 16, 17, 18, 19, AND 21 FROM TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON _____, 2015.

DATED: _____

SIGNED: _____

KCA ENGINEERS, INC.
PETER J. BERRY
R.C.E. NO. 16748
EXPIRES: MARCH 31, 2015

NOTE: SEE SHEET 2 AND 3 FOR EASEMENT LEGAL DESCRIPTIONS AND LAYOUT WITHIN LOT NO. 08 FOR THE BENEFIT OF THE SUBJECT PARCEL 1 AND PARCEL 2, AND FOR A DESCRIPTION OF THE PERIMETER OF THE FEE PARCEL.

LEGEND

(M)	RADIAL
(R)	RECORD 16 PM 40

GRAPHIC SCALE
1 inch = 60 ft.

KCA ENGINEERS, INC.
SURVEYING + MAPPING + PLANNING
315 BRANNAN ST. • SAN FRANCISCO, CALIFORNIA 94107 • (415) 546-7111 • FAX: (415) 546-0472
E-MAIL: mail@kcaengineers.com

APPROVED: _____
APPROVED: _____

DWG FILE	ALTA	DRN:	TJW
COORDR		CHK:	PJB
PCM SITE	13.23.14	DATE:	DEC. 2014
DRAWING NO.		JOB NO.	6046

NO.	DATE	DESCRIPTION
6	04/16/15	RAIL ROAD EASEMENT
5	03/26/15	REVISED PER CLIENT
4	03/24/15	REVISED PER CLIENT
3	03/20/15	REVISED PER CLIENT
2	03/19/15	REVISED PER CLIENT
1	03/18/15	REVISED PER CLIENT

NO.	DATE	DESCRIPTION
	12/19/14	NOTE UPDATE
	12/18/14	REVISED PER/ALTA TITLE REPORT
	12/15/14	PRELIMINARY
	12/08/14	CIVIL KCA JOB NO. 6047
	04/16/15	PRELIMINARY TO CLIENT

ALTA/ACSM LAND TITLE SURVEY OF
2201 BAYSHORE BOULEVARD
ASSESSOR'S BLOCK 5087, PORTION OF LOT 004 AND 005
SAN FRANCISCO CALIFORNIA

SCALE: HORZ.: 1" = 30' VERT.:
1 or 3

BLANKEN AVENUE | SAN FRANCISCO, CA

SITE PLAN

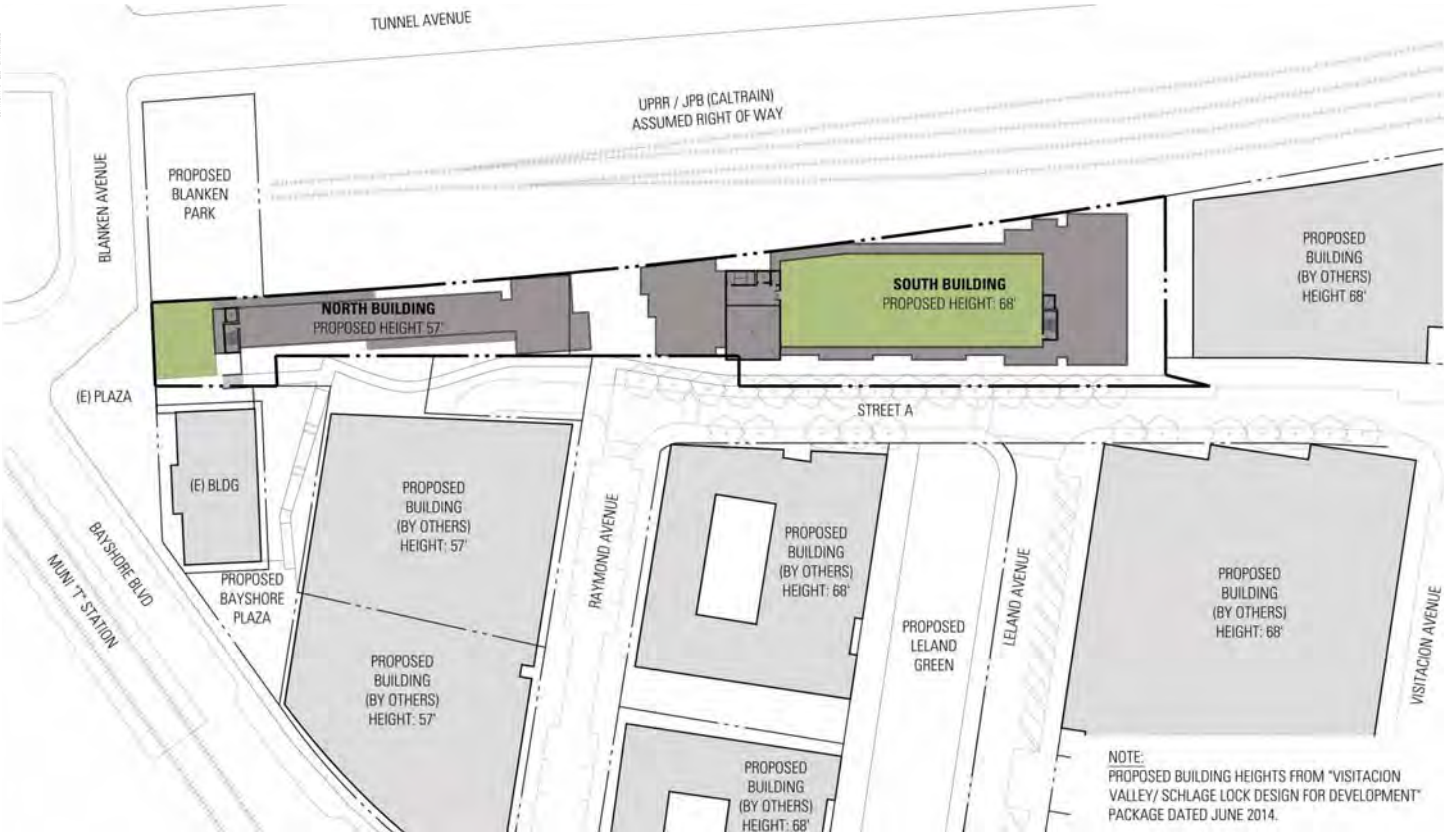
BARarchitects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

14093 | 05.06.15 | 0' 15' 30' 60' 90'

3

JES003260

COPYRIGHT © BAR Architects



BLANKEN AVENUE | SAN FRANCISCO, CA

SITE PLAN

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

14093 | 05.06.15 | 0' 15' 30' 60' 90'

4

JES003261



1. View from Blanken Avenue



Site Aerial & Context



2. View from Tunnel Avenue



3. View from Bayshore Boulevard

BLANKEN AVENUE | SAN FRANCISCO, CA

SITE PHOTOS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

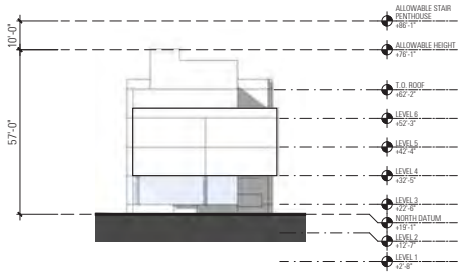
14093 | 05.06.15

JES003262

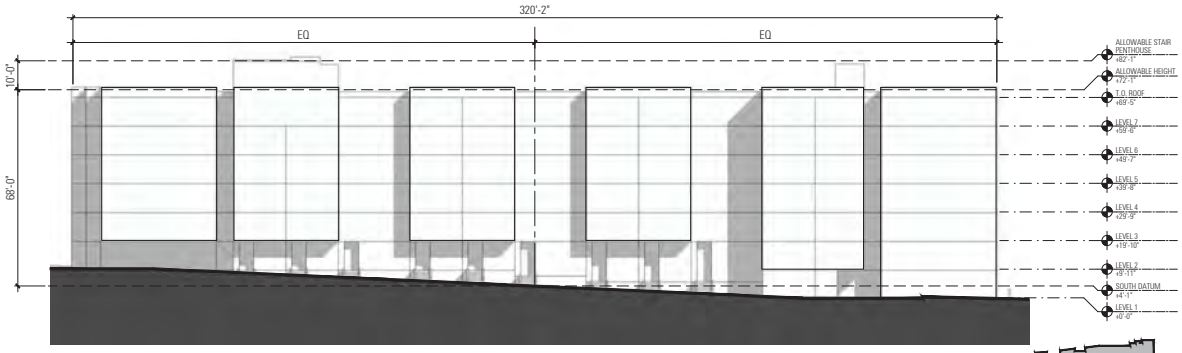
COPYRIGHT © 2015 BAR architects

BUILDING HEIGHT DIAGRAMS

- HEIGHT & BULK DISTRICT: NORTH BUILDING 57-X
  SOUTH BUILDING 68-X
- BUILDING HEIGHT COMPLIES WITH SECTION 260 REQUIREMENTS
- PER 260(B)(1)(B), ELEVATOR, STAIR AND MECHANICAL PENTHOUSES SHALL BE LIMITED TO THE TOP 10 FEET OF SUCH FEATURES WHERE THE HEIGHT LIMIT IS 65 FEET OR LESS. HOWEVER, FOR ELEVATOR PENTHOUSES, THE EXEMPTION SHALL BE LIMITED TO THE TOP 16 FEET AND LIMITED TO THE FOOTPRINT OF THE ELEVATOR SHAFT, REGARDLESS OF THE HEIGHT LIMIT OF THE BUILDING.
- HEIGHT MEASURED: NORTH BUILDING CURB HEIGHT AT BLANKEN AVENUE (PROJECT +19'-1") PER 260(a)(1)(B) & 260(a)(3)
  SOUTH BUILDING CURB HEIGHT AT A STREET (PROJECT +4'-1") PER 260(a)(1)(B)



NORTH BUILDING - NORTH ELEVATION (BLANKEN AVE)



SOUTH BUILDING - EAST ELEVATION (A STREET)

KEY PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA

BUILDING HEIGHT DIAGRAM

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'

JES003263

COPYRIGHT © BAR Architects

OPEN SPACE (SECTION 135 & 840.11)

CODE REQUIRED*

80 SF/DU PROVIDED AS COMMON (MIN. 15'X15' & MIN. AREA OF 300 SF)

MINIMUM OPEN SPACE REQUIRED: 205 DU X 80 SF/DU = 16,400 SF

	CONTRIBUTING	NON-CONTRIBUTING
COMMON USABLE OPEN SPACE	16,488 SF	7,757 SF
PROVIDED:	16,488 SF	7,757 SF
SUB-TOTAL		
	21,388 SF	
COMBINED TOTAL:		

LEGEND

COMMON CONTRIBUTING

COMMON NON-CONTRIBUTING



OPEN SPACE PLAN - ROOF LEVEL



OPEN SPACE PLAN - BLANKEN PLAZA LEVEL



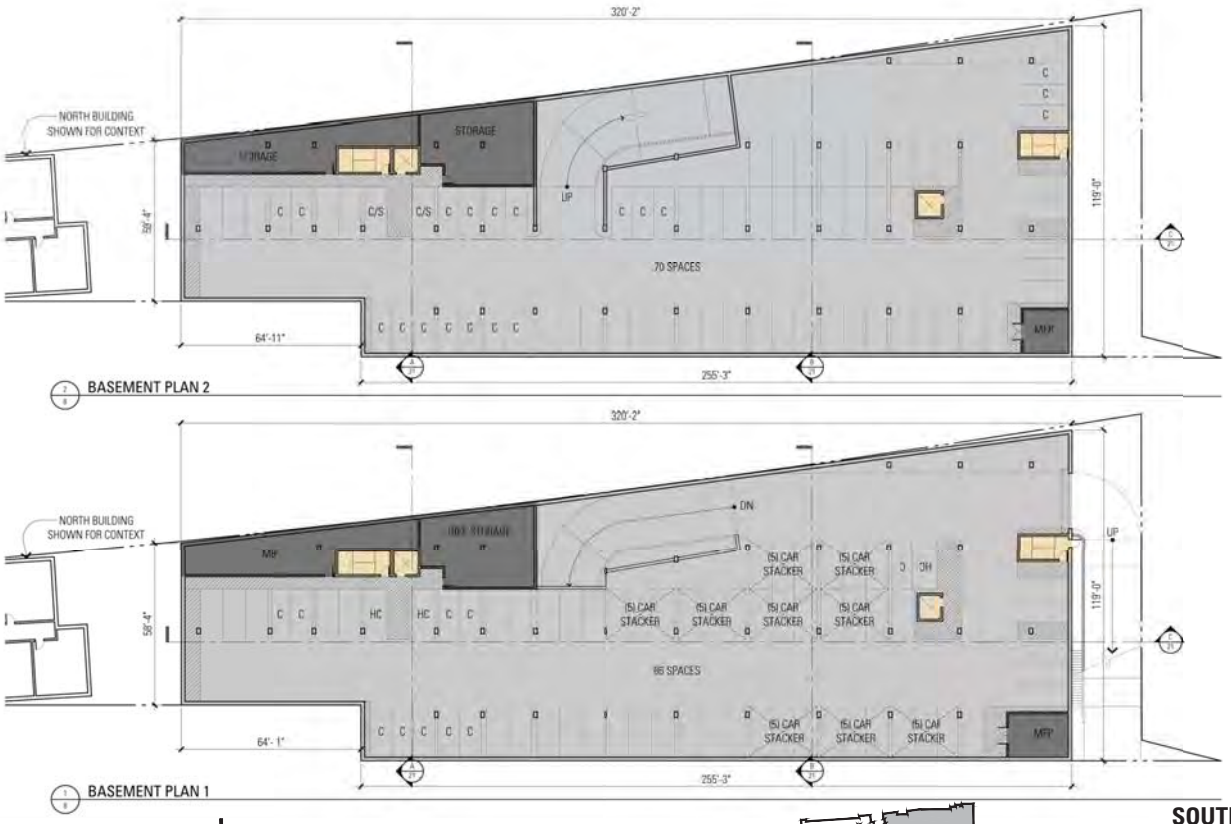
OPEN SPACE PLAN - LEVEL 7



OPEN SPACE PLAN - GROUND FLOOR

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany



BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

SOUTH BUILDING
BASEMENT LEVELS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'

8

JES003265



GROUND FLOOR PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

SOUTH BUILDING
GROUND FLOOR PLAN

BAR Architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'

9

JES003266



BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

SOUTH BUILDING
SECOND & TYPICAL FLOOR PLAN

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'

10

JES003267



BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

SOUTH BUILDING
SEVENTH FLOOR & ROOF PLAN

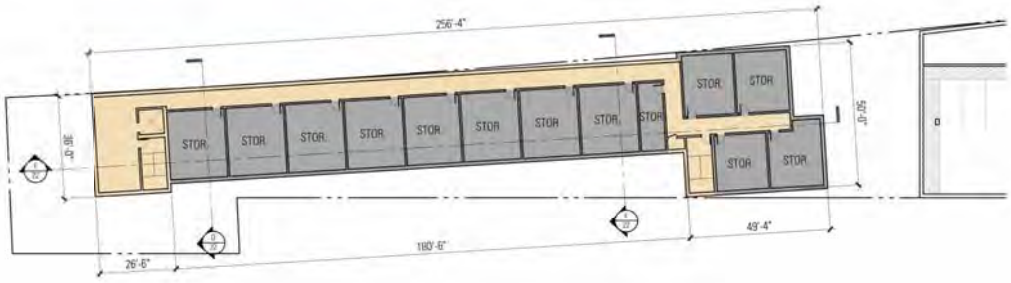
BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

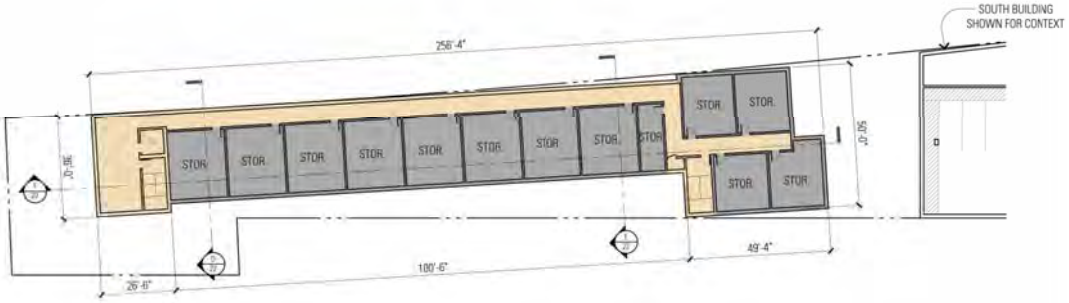
14093 | 05.06.15 | 0' 8' 16' 32' 48'

11

JES003268



BASEMENT PLAN 2



BASEMENT PLAN 1

BLANKEN AVENUE | SAN FRANCISCO, CA



KEY PLAN

NORTH BUILDING
BASEMENT LEVELS

BAR Architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'

12

JES003269



BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

NORTH BUILDING
GROUND FLOOR PLAN

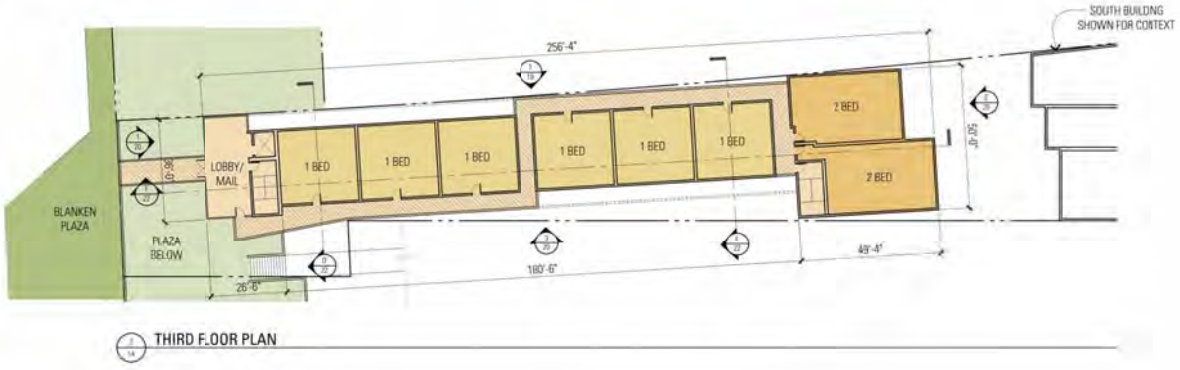
BAR Architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

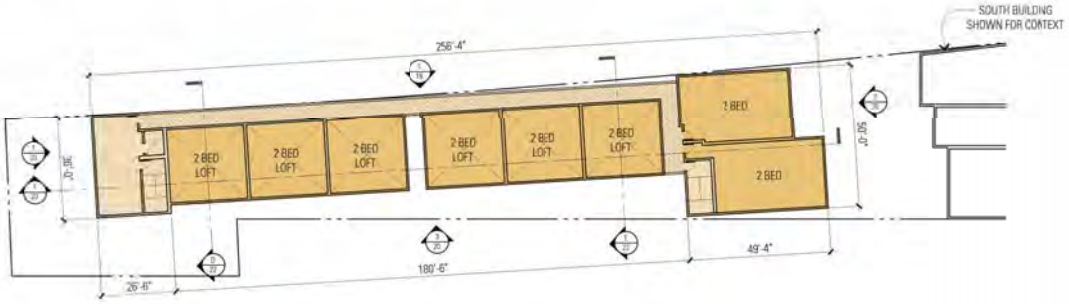
14093 | 05.06.15 | 0' 8' 16' 32' 48'

13

JES003270



THIRD FLOOR PLAN



SECOND FLOOR PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

NORTH BUILDING
SECOND & THIRD FLOOR

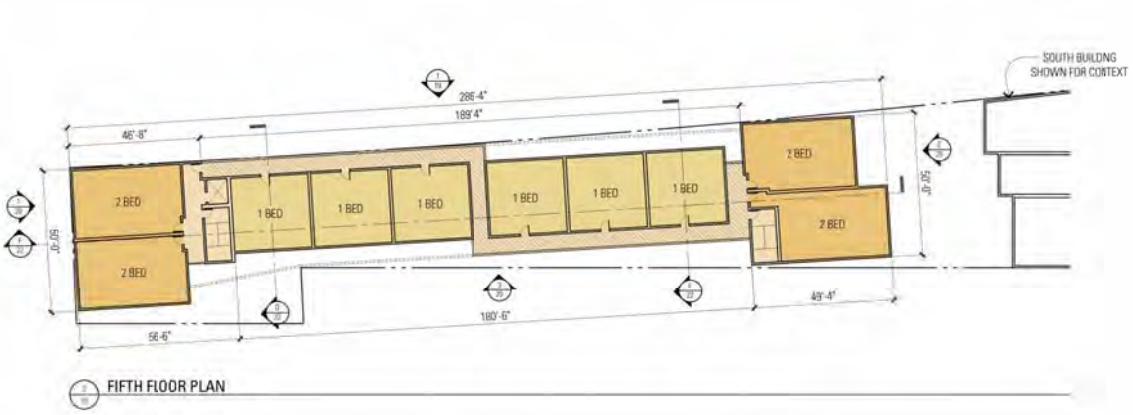
BAR Architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

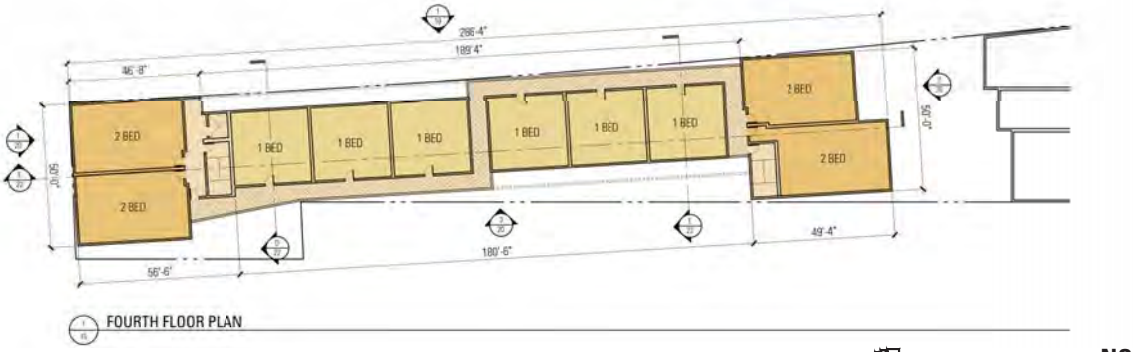
14093 | 05.06.15 | 0' 8' 16' 32' 48'

14

JES003271



FIFTH FLOOR PLAN



FOURTH FLOOR PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA



KEY PLAN

NORTH BUILDING
FOURTH & FIFTH FLOOR

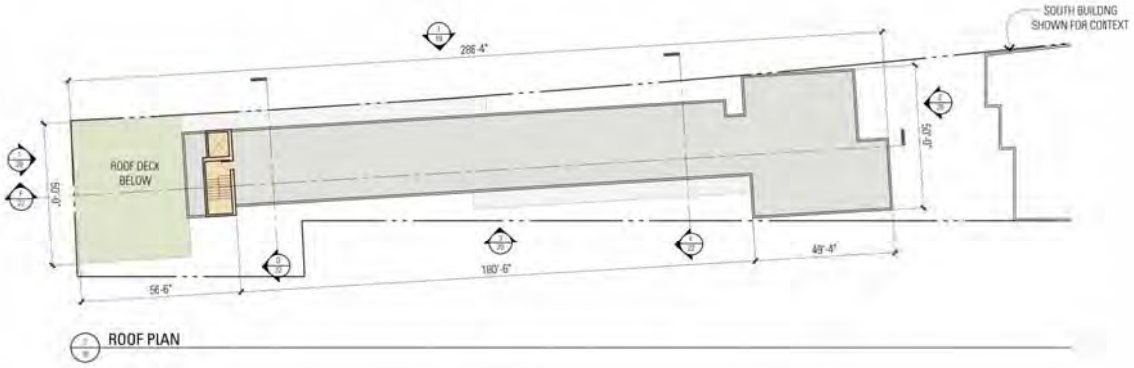
BAR Architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

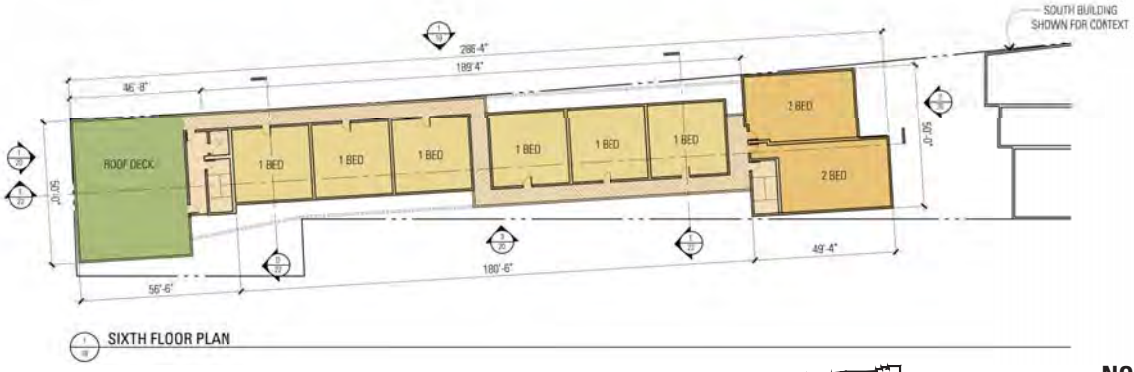
14093 | 05.06.15 | 0' 8' 16' 32' 48'

15

JES003272



ROOF PLAN



SIXTH FLOOR PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA



KEY PLAN

NORTH BUILDING
SIXTH FLOOR & ROOF PLAN

BAR Architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'

16

JES003273

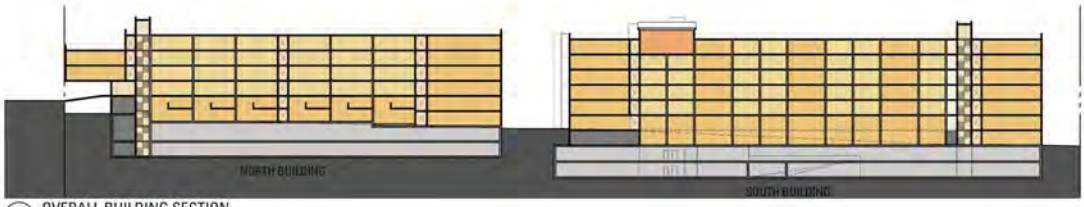
COPYRIGHT © 2015 BAR architects



1/17 OVERALL EAST ELEVATION



2/17 OVERALL WEST ELEVATION



3/17 OVERALL BUILDING SECTION

BLANKEN AVENUE | SAN FRANCISCO, CA



KEY PLAN

OVERALL SITE ELEVATIONS & SECTION

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

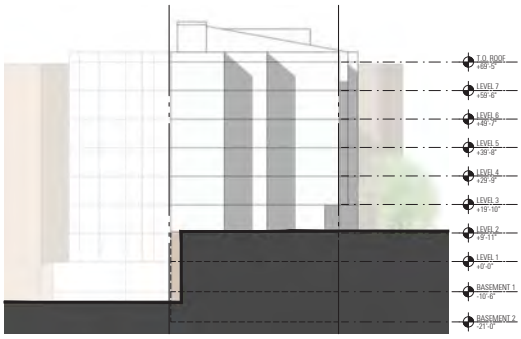
14093 | 05.06.15 | 0' 15' 30' 60' 90'

17

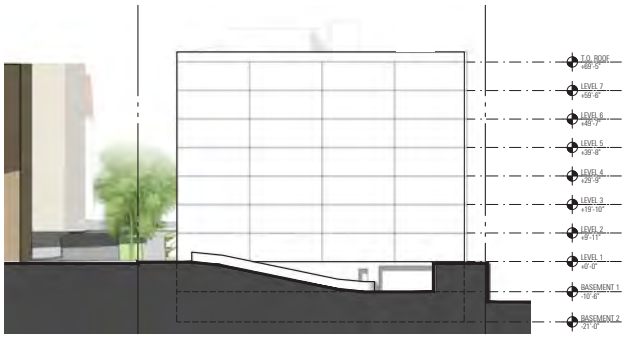
JES003274

| R:\Blank (2000-2014)\100 DRAWINGS\DESIGN\PLOTTED\17 OVERALL SITE ELEVATIONS & SECTION.pln | 05/11/2015 | BAR/KEN | ARCHIVE | ARCHIVE | ARCHIVE |

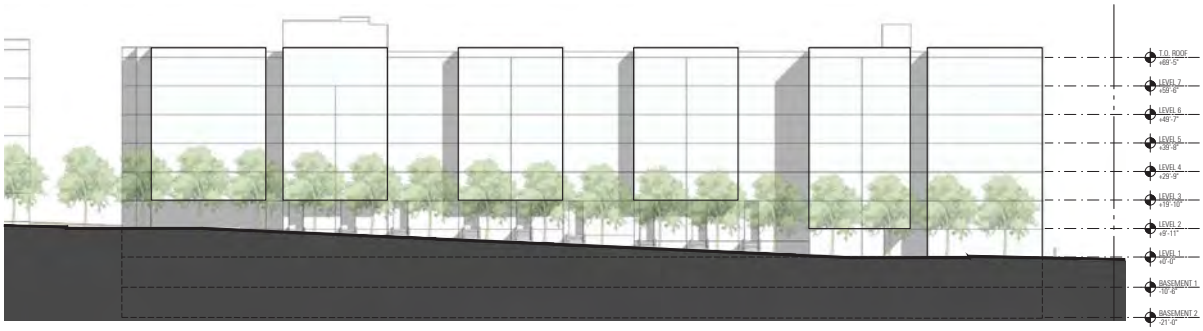
COPYRIGHT © BAR Architects



1/18 SOUTH BUILDING - NORTH ELEVATION



2/18 SOUTH BUILDING - SOUTH ELEVATION



3/18 SOUTH BUILDING - WEST ELEVATION

BLANKEN AVENUE | SAN FRANCISCO, CA



KEY PLAN

SOUTH BUILDING ELEVATIONS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

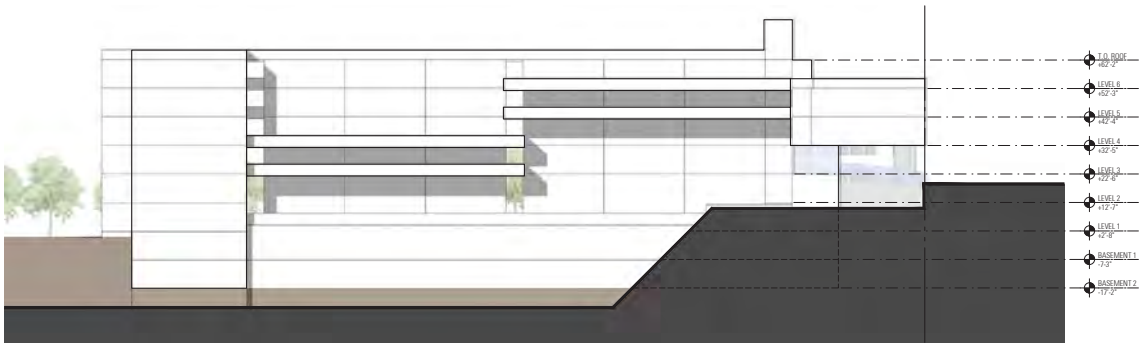
martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'

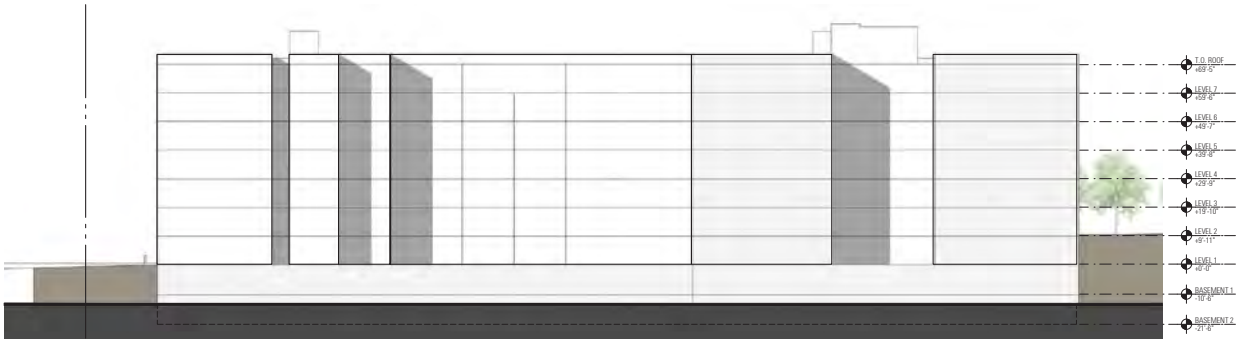
18

JES003275

COPYRIGHT © BAR architects



1/19 NORTH BUILDING - EAST ELEVATION



2/19 SOUTH BUILDING - EAST ELEVATION

BLANKEN AVENUE | SAN FRANCISCO, CA


KEY PLAN

NORTH & SOUTH BUILDING ELEVATIONS

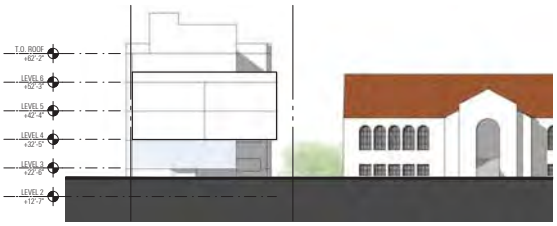
BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

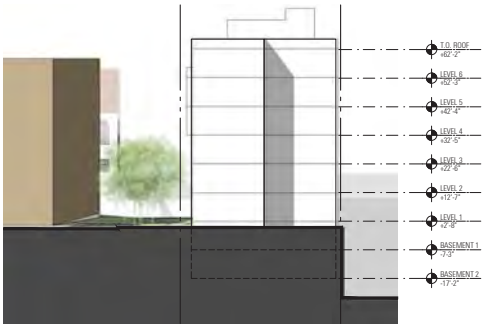
14093 | 05.06.15 | 0' 8' 16' 32' 48'

19

JES003276



1/20 NORTH BUILDING - NORTH ELEVATION



2/20 NORTH BUILDING - SOUTH ELEVATION



3/20 NORTH BUILDING - WEST ELEVATION

BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

NORTH BUILDING ELEVATIONS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'

20

JES003277



BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

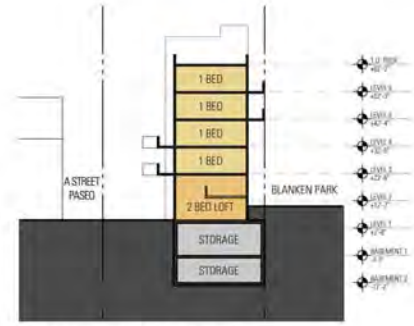
SOUTH BUILDING SECTIONS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com
martinbuildingcompany

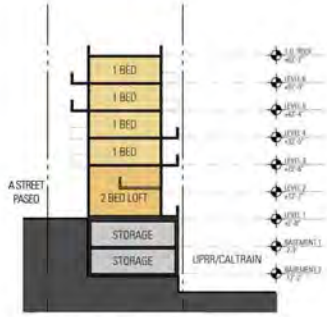
14093 | 05.06.15 | 0' 8' 16' 32' 48'

21

JES003278



NORTH BUILDING - SECTION D-D



NORTH BUILDING - SECTION E-E



NORTH BUILDING - SECTION F-F

BLANKEN AVENUE | SAN FRANCISCO, CA



KEY PLAN

NORTH BUILDING SECTIONS

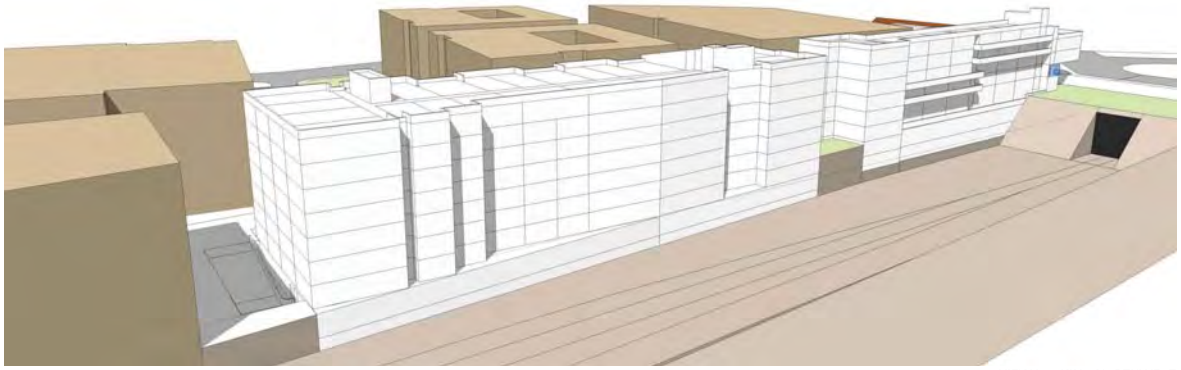
BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com
martinbuildingcompany

14093 | 05.06.15 | 0' 8' 16' 32' 48'

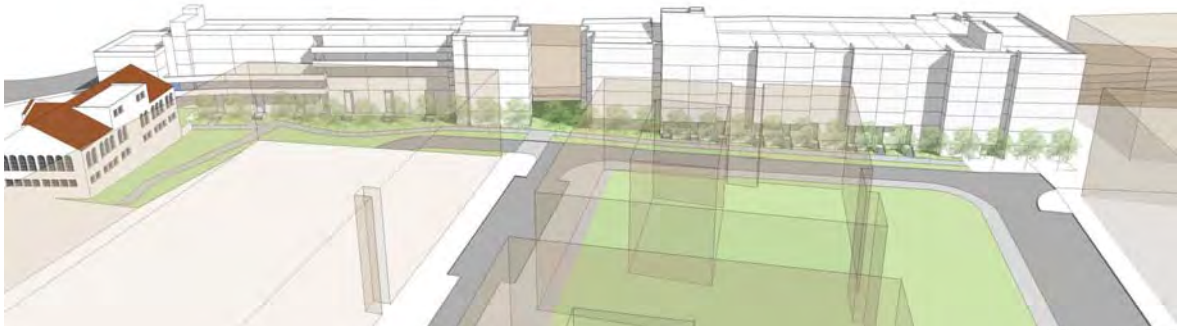
22

JES003279

COPYRIGHT © BAR ARCHITECTS



VIEW LOOKING NORTHWEST



VIEW LOOKING EAST

BLANKEN AVENUE | SAN FRANCISCO, CA

BIRDS EYE VIEW

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 05.06.15 | 23

JES003280

COPYRIGHT © BAR ARCHITECTS



VIEW FROM EXISTING BLANKEN PLAZA



VIEW TOWARDS RAYMOND OPEN SPACE

BLANKEN AVENUE | SAN FRANCISCO, CA

PERSPECTIVE VIEWS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 05.06.15

24

JES003281

EXHIBIT F-13

TO

DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

Exh. 13 to Deposition of Patrick McNerney as PMK of Defendant 424 Jessie Historic Properties, LLC –
PII Environmental -
Phase I Environmental Report Dated June 12, 2015

EXHIBIT F-13

PII ENVIRONMENTAL



June 12, 2015

Martin Building Company
c/o Ms. Julie Heinzler
Martin Building Company
14 Mint Plaza, Fifth Floor,
San Francisco, California 94103

RE: Phase I Environmental Site Assessment (ESA) Report
2201 Bayshore Avenue, San Francisco, California

Dear Ms. Heinzler:

Enclosed is the Phase I ESA Report for the above referenced property. Please review this Report, especially the Site Reconnaissance and Conclusion sections.

This assessment has revealed no Recognized Environmental Conditions (REC) at the subject property. However, the property addressed as 2201 Bayshore Avenue (Site) is located immediately adjacent to a case open with the California Department of Toxic Substances Control (DTSC), and is also within a Maher Ordinance zone. Typical Maher Ordinance investigation or mitigation measures may be necessary to characterize soil conditions prior to Site development. PIIE did not identify any significant unknown environmental issues related to the subject property.

Thank you for choosing PIIE to perform this project. If you have any questions about this report, please contact me at (510) 520-2372, or email me at david.dement@ymail.com.

Sincerely,

David DeMent, PG
Senior Geologist

DRAFT PHASE I ENVIRONMENTAL SITE ASSESSMENT

2201 Bayshore Avenue
San Francisco, California



June 12, 2015

Prepared For:

Martin Building Company
14 Mint Plaza, Fifth Floor
San Francisco, California 94103

EXECUTIVE SUMMARY

Consultant:	PII Environmental (PIIE).
Subject Property:	One-Parcel Property, 2201 Bayshore Avenue, San Francisco, California. The address occupies Assessor's Parcel Number 5087-004 (APN 5087-004) and a small portion of APN 5087-005.
Client:	Martin Building Company.
Location:	The irregular, wedge-shaped subject property is addressed as 2201 Bayshore Avenue in San Francisco, California. The subject property varies in width from 60 to 150 feet and is approximately 600 feet long.
Current Use:	Parcel 004 is vacant and the included portion of Parcel 005 is vacant. Areas of the included portion of Parcel 005 are used for storage by the Union Pacific Railroad Company but the majority of Parcel 005 is covered by railroad tracks and adjacent fenced buffer space.
Current Owner:	The Union Pacific Railroad Company is the current owner of record. Union Pacific succeeds the Southern Pacific Railroad Company.
Site Characteristics:	The vacant subject property is approximately 48,329 square feet and is covered with vegetation. Parcel 004 and a small portion of Parcel 005 appears to have been used by the adjacent railroad but documented use is unknown.
Vicinity Characteristics:	The subject property is zoned "MUG", Mixed Use General, by the San Francisco County Planning Department.
Purpose:	This Phase I Environmental Site Assessment (ESA) was performed to (1) identify any recognized environmental conditions (RECs), and (2) permit a user to satisfy one of the requirements to qualify for the innocent landowner defense under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) liability protection (42 U.S.C. §9601). All components of this ESA were performed or overseen by Environmental Professionals as defined in the All Appropriate Inquiries (AAI) Standard and the American Society for Testing and Materials (ASTM) E 1527-13.

Recognized Environmental Conditions:

This assessment has revealed no Recognized Environmental Conditions at the subject property.

This assessment has revealed no historical RECs (HRECs) or controlled RECs (CRECs) at the subject property.

The following are observations near the subject property:

- During the site reconnaissance, PIIE observed evidence of soil grading and capping at-grade soil with clean fill/soil materials on the adjacent Parcels 003, 003A, and Block 5102. PIIE understands this grading and capping activities are part of the approved Remedial Action Plan on the former Schlage Lock Company property immediately adjacent to the subject property and are intended to mitigate contamination identified in soil. Additional discussion is included in Section 4.1.2.

- During the site reconnaissance, PIIE observed several groundwater monitoring wells used to monitor groundwater on the adjacent Parcels 003 and 003A. PIIE understands that periodic groundwater monitoring is being conducted as part of ongoing regulatory oversight at the former Schlage Lock Company property immediately adjacent to the subject property. Additional discussion is included in Section 4.1.2.

Within 0.5 mile of the subject property, there are several sites with documented releases of hazardous substances and/or petroleum products, and there is one case open with the California Department of Toxic Substances Control (DTSC) with documented evidence that constituent plumes originating from Parcels 003 and 003A have migrated to the subject property. However, the contamination reported in groundwater that may be migrating onto the southern portion of Parcel 004 should be considered insignificant and does not affect unrestricted site use.

TABLE OF CONTENTS

1.0 INTRODUCTION 1
1.1 Purpose 1
1.2 Detailed Scope of Services 1
1.3 Significant Assumptions 2
1.4 Limitations and Exceptions of Agreement 2
1.5 Special Terms and Conditions 4
1.6 User Reliance 4
2.0 SITE DESCRIPTION 4
2.1 Location and Legal Description 4
2.2 Site and Vicinity General Characteristics 4
2.3 Current and Proposed Use of the Property 4
2.4 Description of Structures, Road, and Other Improvements 5
2.5 Current Uses of the Adjoining Properties 5
3.0 USER PROVIDED INFORMATION 5
3.1 Title Records 5
3.2 Environmental Liens or Activity and Use Limitations 5
3.3 Specialized Knowledge 6
3.4 Commonly Known or Reasonably Ascertainable Information 6
3.5 Valuation Reduction for Environmental Issues 6
3.6 Owner, Property Manager, and Occupant Information 7
3.7 Reason for Performing the Phase I ESA 7
3.8 Other 7
4.0 RECORDS REVIEW 7
4.1 Standard Environmental Record Sources 9
4.2 Additional Environmental Record Sources 12
4.3 Physical Setting Sources(s) 12
4.4 Historical Use Information on the Property 12
4.5 Historical Use Information on the Adjoining Properties 13
5.0 SITE RECONNAISSANCE 15
5.1 Methodology and Limiting Conditions 15
5.2 General Site Setting 15
5.3 Exterior Observations 16
5.4 Interior Observations 17
5.5 Non-Scope Items 17
6.0 INTERVIEWS 19
6.1 Interview with Owner 19
6.2 Interview with Property Manager 19
6.3 Interviews with Occupants 20
6.4 Interviews with Local Government Officials 20

TABLE OF CONTENTS (Continued)

6.5 Interviews with Others 20
7.0 FINDINGS 20
7.1 Data Gaps 21
7.2 Continuing Obligations 21
8.0 OPINION 21
9.0 CONCLUSIONS 22
10.0 DEVIATIONS 22
11.0 ADDITIONAL SERVICES 22
12.0 REFERENCES 23
13.0 SIGNATURES OF ENVIRONMENTAL PROFESSIONAL 24
14.0 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONALS 24

FIGURES

1 Location Map
2 Site Plan
3 Assessor's Map
4 Aerial Photograph
5 Soil Boring Location Map

PHOTOGRAPHS (1-4)

APPENDICES

A: Scope of Work
B: AAI User Questionnaire
C: EDR Environmental Lien Search Report
D: Geotracker and EnviroStor Information
E: EDR Database Report
F: Sanborn® Fire Insurance Maps Report
G: Topographic Maps
H: EDR City Directory
I: Aerial Photographs
J: Other EDR Reports
K: Environmental Professional Resume

959 3rd 303

1.0 INTRODUCTION

On behalf of Martin Building Company (hereinafter referred to as the "Client"), PII Environmental (PIIE), performed a Phase I Environmental Site Assessment (ESA) of APN number 5087-004 (including a small portion of APN 5087-005), known as 2201 Bayshore Avenue, San Francisco, California, (hereinafter referred to as the "subject property").

1.1 Purpose

This ESA was performed to provide a record of the site conditions at the subject property and to evaluate what, if any, recognized environmental conditions (RECs) exist at this site. The ASTM E 1527-13 Standard defines a REC as "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property; (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment." A material threat is defined by the ASTM E 1527-13 Standard as "a physically observable or obvious threat which is reasonably likely to lead to a release that, in the opinion of the environmental professional, is threatening and might result in impact to public health or the environment."

Additional goals of this ESA are to identify RECs from current and historical practices on the subject property and surrounding area and to assist the Client to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations from Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability. ASTM has recently updated the definition of historical RECs (HRECs) and controlled RECs (CRECs).

The ASTM E 1527-13 Standard defines a HREC as a "past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls." The ASTM E 1527-13 Standard defines a CREC as a "recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls."

1.2 Detailed Scope of Services

These tasks were performed in accordance with the Scope of Services (Appendix A).

- Visual site inspection of the subject property to investigate for recognized environmental conditions. PIIE is not responsible for inspecting areas covered by parked vehicles, overgrown vegetation, and other obstacles preventing access.

960 3004

- A historical review of the use and improvements of the subject property through a review of historical topographic maps, city directories, fire insurance maps, title reports, Fire Department records, and/or Building Department records.

- A review of available geologic and hydrogeologic literature concerning the property and surrounding area.

- Interviews of persons familiar with the history of the subject property, including key site managers, owners, tenants, past tenants, and/or previous owners.

- Review of appropriate federal, state, and local regulatory agencies to reveal known hazardous wastes sites or significant leaks or spills of hazardous materials that may have occurred at the subject property and immediate vicinity.

- Interviews with applicable local agencies familiar with the areas in the vicinity of the subject property such as local fire departments, health departments, Regional Water Quality Control Board, and/or other local government agencies.

1.3 Significant Assumptions

No significant assumptions were made during this Phase I ESA.

1.4 Limitations and Exceptions of Agreement

PIIE has performed the services for this project in accordance with our proposal, and within the current standards of the American Society for Testing and Materials (ASTM 1527-13) for Phase I Environmental Site Assessments and the standards for All Appropriate Inquiries (AAI) approved by the Federal Environmental Protection Agency. Except for the representations set forth in this Phase I ESA, no other representations, guarantees, or warrantees are either expressed or implied. A record search was limited to reasonably ascertainable information that could be obtained within 20 calendar days.

The review was limited to a search for RECs at the subject property. The term REC is defined as "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future to the environment. D*e minimis* conditions are not recognized environmental conditions."

The ASTM E 1527-13 Standard defines *de minimis* conditions as those conditions which "generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies." The ASTM E 1527-13 Standard notes that "conditions determined

961 3005

to be *de minimis* are neither recognized environmental conditions (RECs) nor controlled recognized environmental conditions (CRECs)."

There is no investigation that is thorough enough to preclude the presence of hazardous materials that presently, or in the future, may be considered hazardous at the site. Because regulatory evaluation criteria are constantly changing, concentrations of contaminants presently considered low may, in the future, fall under more stringent regulatory standards that require remediation.

The Site Reconnaissance was limited to visual observation of surface conditions at the subject property. Interviews with public agency personnel were conducted. Reasonably ascertainable information was reviewed. This approach reflects current ASTM standards and AAI regulations.

Where there is a conflict between the environmental database and PIIE's actual knowledge with regard to the distance and direction from the subject property of sites listed on the database, information obtained by PIIE from the site reconnaissance was used. Whenever feasible, PIIE notes such conflict within the text of the report.

This ESA addresses recognized environmental conditions at the subject property. However, certain conditions, such as those listed below may not be revealed:

1) naturally-occurring toxic materials in subsurface soils, rocks, or water, or toxicity associated with onsite flora;
2) toxicity of substances common in current habitable environments, such as stored household products, building materials, and consumables;
3) biological pathogens;
4) contaminant plume below the depths sampled or from remote source;
5) contaminants or contaminant concentrations that do not violate present regulatory standards, but may violate future standards; and
6) unknown site contamination, such as illegal dumping and/or accidental spillage which may occur following the site visit by PIIE.

Opinions and judgments expressed herein, which are based on our understanding and interpretation of current regulatory standards, should not be construed as legal opinions. This document and the information contained herein have been prepared solely for the Client and any reliance on this report by third parties not authorized by the Client shall be at such party's sole risk.

Conducting an AAI Phase I ESA alone does not provide a landowner with protection against CERCLA liability. Landowners who want to qualify as bona fide prospective purchasers or contiguous property owner must comply with all of the statutory requirements identified in CERCLA Section 107(r) and 107(q).

1.5 Special Terms and Conditions

No special terms or conditions were agreed upon for conducting this Phase I ESA.

1.6 User Reliance

As specified in ASTM E 1527-13, Sections 7.5.2 and 7.5.2.1, PIIE is not required to independently verify the information provided by the User (Client), obtained from interviews, previous environmental reports, and/or reviewed documents during records review.

2.0 SITE DESCRIPTION

2.1 Location and Legal Description

The irregular-shaped subject property is addressed as 2201 Bayshore Avenue in San Francisco, California (Figures 1 through 3). The San Francisco County Assessor's Office identifies the subject property as Assessor's Parcel Number (APN) 5087-004 (Parcel 004) and includes a small portion of APN 5087-005. The total size of the lot is approximately 48,329 square feet and includes portions of parcel 004 and 005. Lot 004 is situated between Parcels 003 & 003A (vacant land to the west) and Parcel 005 (railroad tracks to the east). Parcel 004 is shown on photographs 1 through 4. PIIE understands Parcel 004 is zoned MUG, "Mixed Use General", and Parcels 004 and 005 have recently been revised (Figure 2). Historical Parcel 004 is shown on Figure 3. The revised Parcel 004 is accurately depicted on the KCA Engineer's survey figure (not included).

2.2 Site and Vicinity General Characteristics

The subject property is 48,329 square feet and consists of the thin strip of land between the operating Union Pacific railroad tracks on Parcel 005 to the east and two large parcels (003 & 003A) to the west (Photographs 1 through 4). Parcels 003, 003A, 004, and 005 are bordered by Bayshore Boulevard to the west, Blanken Avenue to the north, and Tunnel Avenue to the east (Figures 2 and 3).

From 1926 to 1999, the Schlage Lock Company operated on Parcels 003 and 003A as well as Block 5099 to the south. Properties north across Bayshore Boulevard have been residential since the late 1940's. The Union Pacific Railroad tracks (formerly the Southern Pacific Railroad) were constructed prior to 1899 on Parcel 005 to the east.

2.3 Current and Proposed Use of the Property

The subject property is zoned "MUG", Mixed Use General, by the San Francisco County Planning Department. From 1950 to circa 200, the majority of the property was covered with a 40 feet long, 260 feet long, industrial warehouse services by two railroad spurs. PIIE understands that the property will be redeveloped for residential housing.

4.2 Additional Environmental Record Sources

Based on the lack of sites of concern within 0.5 mile radius of the subject property, and the lack of sites of concern identified in the Geotracker database, and historical property use in the vicinity of the subject property, no additional review is warranted. All relevant information from the reviewed sources is discussed elsewhere in the Report. EDR database search reports are included in Appendices C and D through J.

4.3 Physical Setting Sources(s)

The subject property is located in the central portion of San Francisco. San Francisco Bay is approximately 2 miles away to the north and east and 3 miles west of the subject property. The subject property is underlain by Holocene alluvial fan deposits primarily consisting of unconsolidated gravel, sand, silt, and clay that inter-layer with coarser alluvial deposits to the southwest. The alluvial deposits in the immediate vicinity of the subject property may exceed 100 feet in thickness. Bedrock below the alluvial deposits and in the nearby hills consists primarily of late Jurassic to Cretaceous rocks of the Franciscan Complex. The Franciscan Complex consists primarily of highly sheared and slightly metamorphosed greywacke and shale and includes some ultramafic and volcanic rocks (rock typically associated with naturally-occurring asbestos).

The San Francisco Peninsula is a part of the California Coastal Range. According to information obtained from the United States Geologic Survey (USGS), the Peninsula consists of Franciscan bedrock hills surrounded by valleys underlain by sand. A large portion of the downtown San Francisco Business District, including the subject property, is comprised of Fill materials and sand overlain by Bay Mud.

According to a USGS topographic map, the subject property is located at an elevation of approximately 27 feet above mean sea level. There is some groundwater monitoring data available in the general vicinity of the subject property and the estimated depth to water is approximately 15 to 20 feet below ground surface and the estimated groundwater flow direction is to the south to southeast. This flow direction correlates with observed surface topography sloping south-southeast and groundwater monitoring data reported at the Schlage Lock Company property west of the subject property.

4.4 Historical Use Information on the Property

PIIE reconstructed a brief history of the subject property through a review of historical Topographic maps; Sanborn Fire Insurance Maps®, the City Abstract; and other available documents. A summary of historical sources can be found in Section 12.0 of this Report with pertinent reports available in Appendices E through J.

964 3044 308

2201 Bayshore Avenue (Parcel 004)

Circa 1938 to 1950	According to aerial photographs, Parcel 004 was vacant. According to City Assessor records, the 40' by 260' industrial building was constructed in 1950 but the building was not visible on the 1950 Sanborn Fire Insurance Map®. The address of 2201 Bayshore Avenue is listed on City Directories from 1944 to 1971 as the Schlage Lock Company.
1950 to circa 2000	According to aerial photographs, City Directory records, and Sanborn Fire Insurance Maps®, the property is largely vacant except for a 40' by 260' industrial building reportedly constructed in 1950 and demolished in 2000. The building is present on the 1956 aerial photograph and no longer visible on the 2005 aerial photograph. The building was situated approximately 22 feet below the elevation of the main Schlage Plant but was serviced by a large industrial elevator at the south end of the building. The building was also serviced by two Southern Pacific railroad spurs. Based on the elevator and accessibility to the railroad spurs, the building was likely used as a warehouse to store materials entering and leaving the Schlage plant.
Circa 2000 to Present	According to aerial photographs, City Directory records, Sanborn Fire Insurance Maps®, Assessor records, and visual observations during the site reconnaissance, the subject property has been vacant.

4.5 Historical Use Information on the Adjoining Properties

Portion of Parcel 004 and Blanken Avenue, (Properties to the North)

Circa 1930 to Circa 1938	According to aerial photographs, the property directly north of the subject property was occupied by a two story brick office building used by the Schlage Lock Company at the intersection of Blanken Avenue and Bay Shore Boulevard. The brick building was addressed as 20 Blanken Avenue. The property east of the brick building extending to the corner with Tunnel Avenue was a parking lot. Beyond the intersection to the north, residential development was occurring and the majority of the parcels were residential housing.
Circa 1938 to Present	According to aerial photographs, Sanborn Fire Insurance Maps®, Assessor records, City Directory records, and visual observations during the site reconnaissance, the property directly north of the subject property has been occupied by a two story brick office

965 2005
309

building formerly used by the Schlage Lock Company. The intersection of Blanken Avenue and Bay Shore Boulevard was reconfigured circa 2005. The property east of the brick building extending to the corner with Tunnel Avenue continues to be a parking lot but is currently locked and secured with fencing.

Parcel 005 (Property to the East)

Circa 1938 to Circa 1946	According to aerial photographs and City Directory records, the Southern Pacific railroad tracks have been located east of the subject property and commercial development along Tunnel Avenue was ongoing. The properties on Wheeler Street, east of Tunnel Avenue, are residential.
Circa 1946 to Present	According to aerial photographs, Sanborn Fire Insurance Maps®, Assessor records, City Directory records, and visual observations during the site reconnaissance, the Southern Pacific railroad tracks remained in constant operation and properties along Tunnel Avenue have continuously been commercial operations.

Block 5102 (Property to the South)

Circa 1938 to 1950	According to aerial photographs, the property south of Parcel 004 was vacant and/or used for parking. Several small sheds are observed on land adjacent to the Southern Pacific railroad tracks.
1950 to circa 2000	According to aerial photographs, City Directory records, and Sanborn Fire Insurance Maps®, the property south of Parcel 004 is vacant. Portions of the area south of Parcel 004 is a parking lot used by the Schlage Lock company and the area immediately adjacent to the Southern Pacific railroad tracks contains several small storage sheds.
Circa 2000 to Present	According to aerial photographs, City Directory records, Sanborn Fire Insurance Maps®, Assessor records, and visual observations during the site reconnaissance, the property south of Parcel 004 has been vacant.

Parcels 003 and 003A (Properties to the West)

Circa 1926 to 1999	According to aerial photographs, Sanborn Fire Insurance Maps®, and City Directory records, Parcels 5087- 003 & 003A, addressed as 2401 Bayshore Boulevard, was occupied by the Schlage Lock

966 3946 310

	Company. Operations at Schlage Lock ceased in 1999. Addresses associated with the Schlage Lock Company are: 20 Blanken Avenue (offices), 2179 Bayshore Boulevard (Schlage Advertising Department), and 2401 to 2555 Bayshore Boulevard (Schlage Lock Company Plant).
Circa 1999 to 2009	According to aerial photographs, City Directory records, and file review results, these two parcels have been in aa relatively constant state of demolition and site grading/remediation. Operations at the Schlage Lock Company ceased in 1999 but most of the building demolition occurred circa 2009. In the 2009 aerial photograph, the buildings have been largely demolished except for the building foundations.
Circa 2010 to Present	According to aerial photographs, City Directory records, and file review results, this property has been vacant and undergoing various site grading operations and remediation activities.

5.0 SITE RECONNAISSANCE

The goal of the site reconnaissance is to obtain information indicating the likelihood of identifying RECs in connection with the subject property. The subject property is visually observed and any structures located on the property are observed to the extent not obstructed by cars, bodies of water, adjacent buildings, and/or other obstructions.

5.1 Methodology and Limiting Conditions

The exterior site reconnaissance was performed by walking open areas of the property in a grid fashion. Special attention was given to observe surfaces adjacent to the structures and sidewalks, surfaces in storage areas, and potential conduits to the subsurface such as drains and sumps. The interior site reconnaissance was performed by systematically observing each room and open space of the property. Additional attention was given to doors, utility rooms, storage areas, and areas where materials may have been used or stored.

5.2 General Site Setting

On May 15, 2015, PIIE Environmental Assessor and California Professional Geologist, Mr. David DeMent, conducted a site reconnaissance at the subject property. PIIE previously inspected the entire parcel during previous investigation but security fencing prevented walking the property again on May 15, 2015. PIIE observed no evidence of debris, distressed vegetation, or illegal dumping. The following is a checklist of features that were specifically searched for during the Site reconnaissance:

13.0 SIGNATURES OF ENVIRONMENTAL PROFESSIONAL

I declare that to the best of my professional knowledge and belief, I meet the definition of an Environmental Professional as defined in §312.21 of 40 CFR Part 312 and have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Prepared by: 

David R. DeMent, PG 5874
Senior Geologist

14.0 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONALS

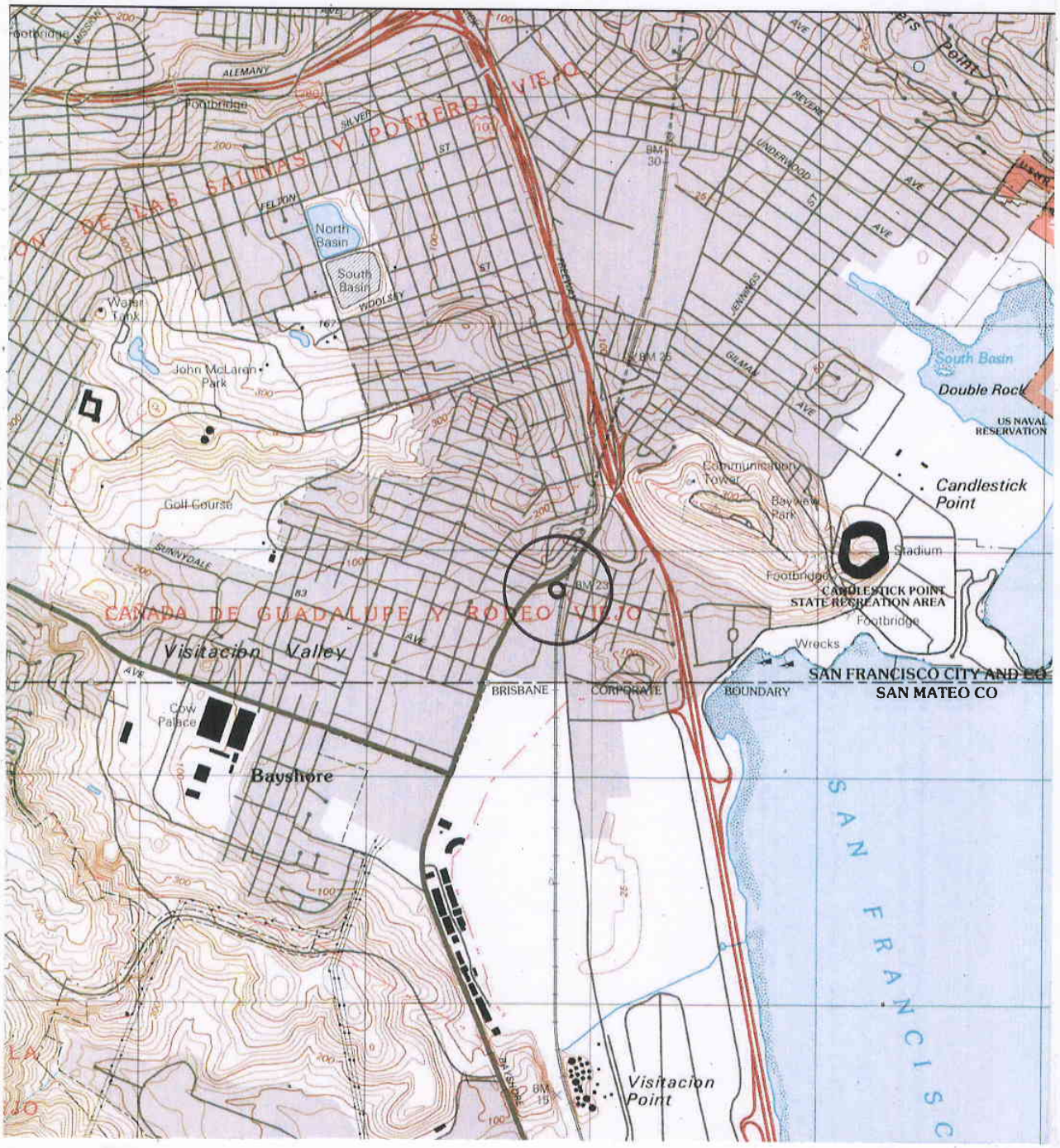
Pursuant to 40 CFR 10 and according to 40 CFR Part 312, the Environmental Professionals listed in Section 13.0 possess sufficient education, training, and experience necessary to exercise the professional judgment to develop the opinions and conclusions regarding conditions indicative of releases or threatened releases on, at, in or to a property, sufficient to meet the objectives and performance factors in §312.20(e) and (f). See Appendix K for a resume on the following individual:

David R. DeMent

968 3912
312

FIGURES

Historical Topographic Map

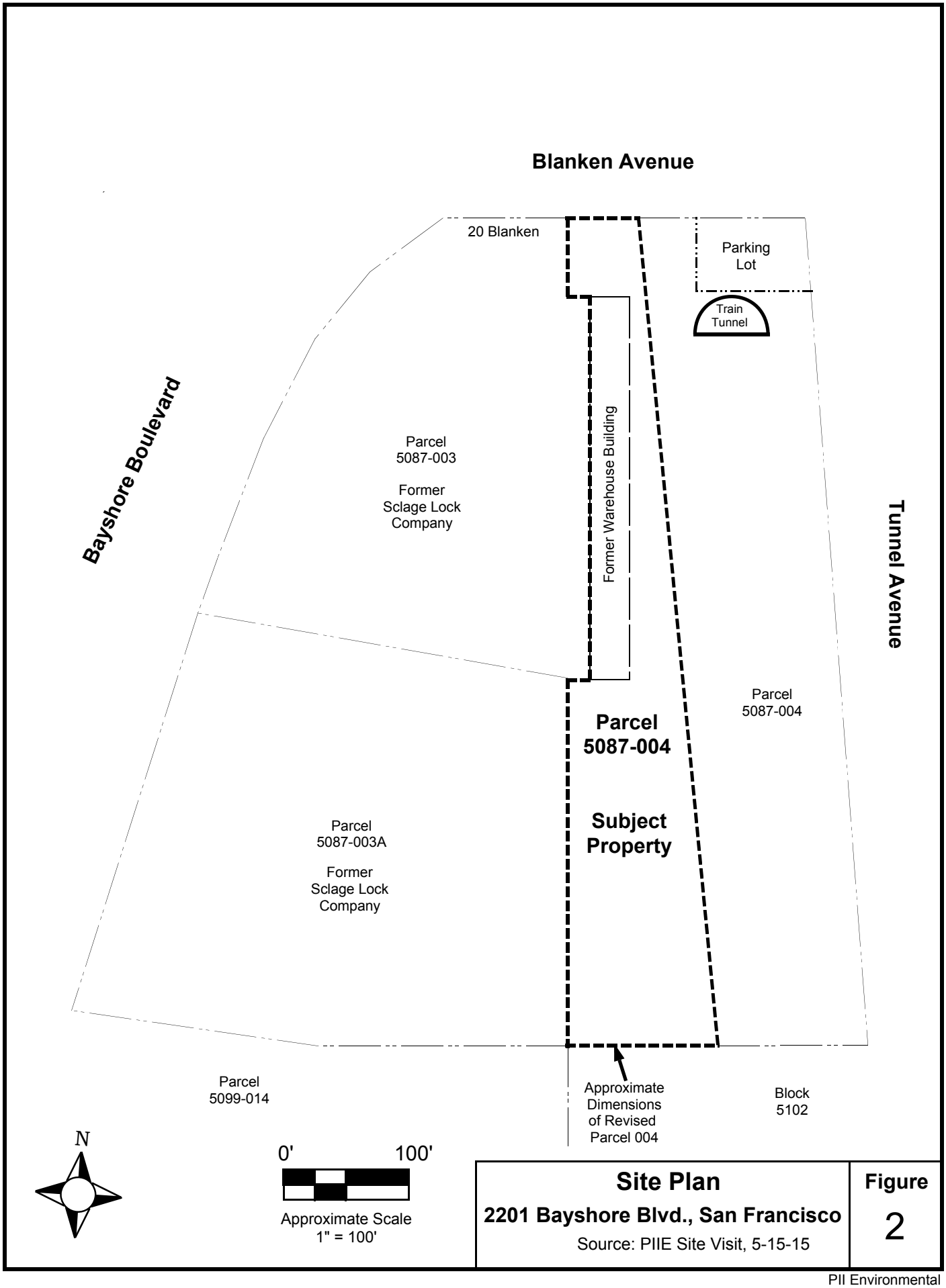


N

Scale 1:24,000

Location Map	Figure
2201 Bayshore Blvd., San Francisco	1
Source: Historical Topographic Map, 1995	

PII Environmental



Site Plan

2201 Bayshore Blvd., San Francisco

Source: PIIE Site Visit, 5-15-15

Figure 2

© COPYRIGHT SAN FRANCISCO
CITY & COUNTY ASSESSOR 1995

lot 2 merged into Lot 1. "1943"

5087

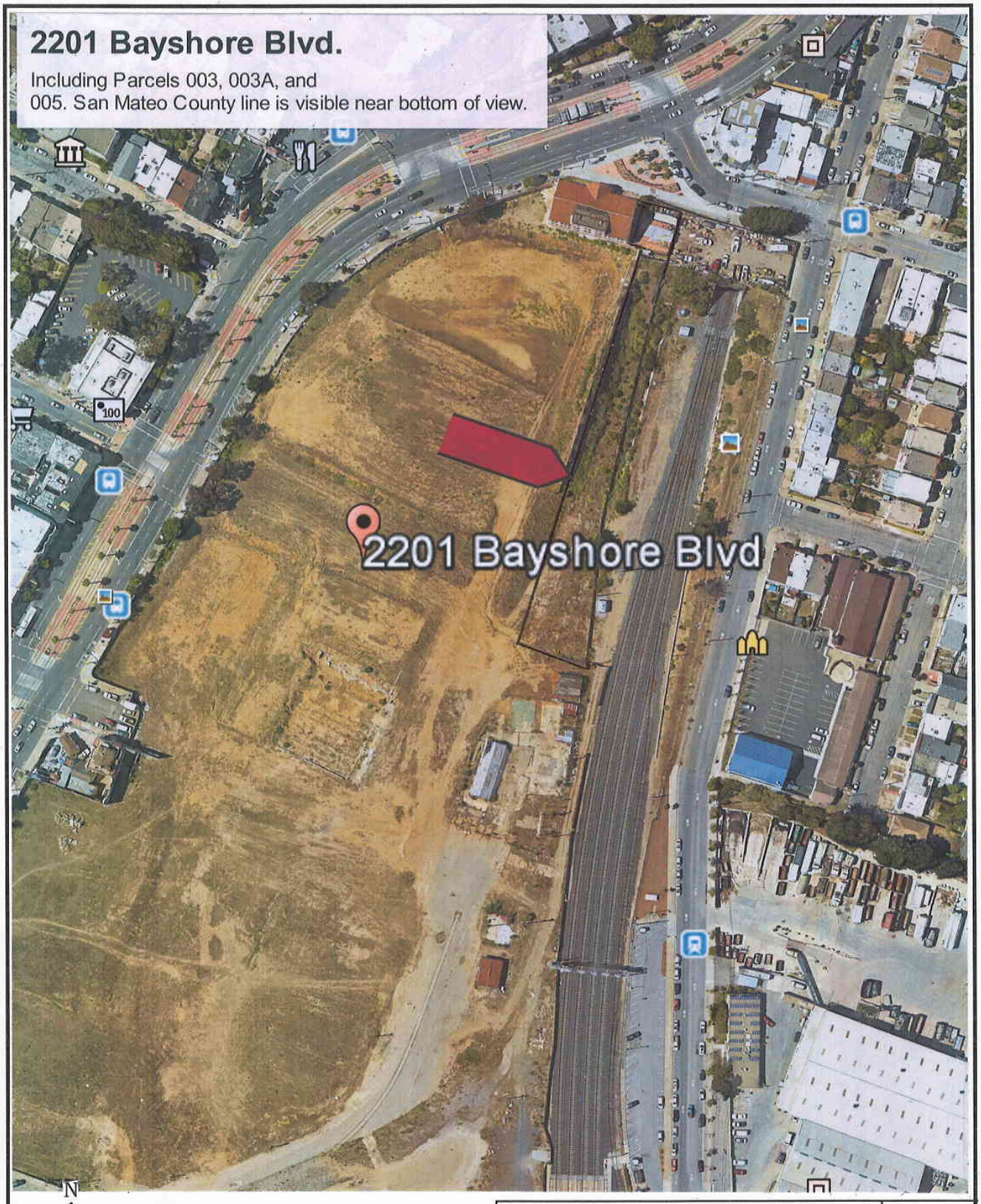
LANDS & ACRES

REVISED 1981



Assessor's Map	Figure
2201 Bayshore Blvd., San Francisco	3
Source: EDR, SF Assessor's Office	

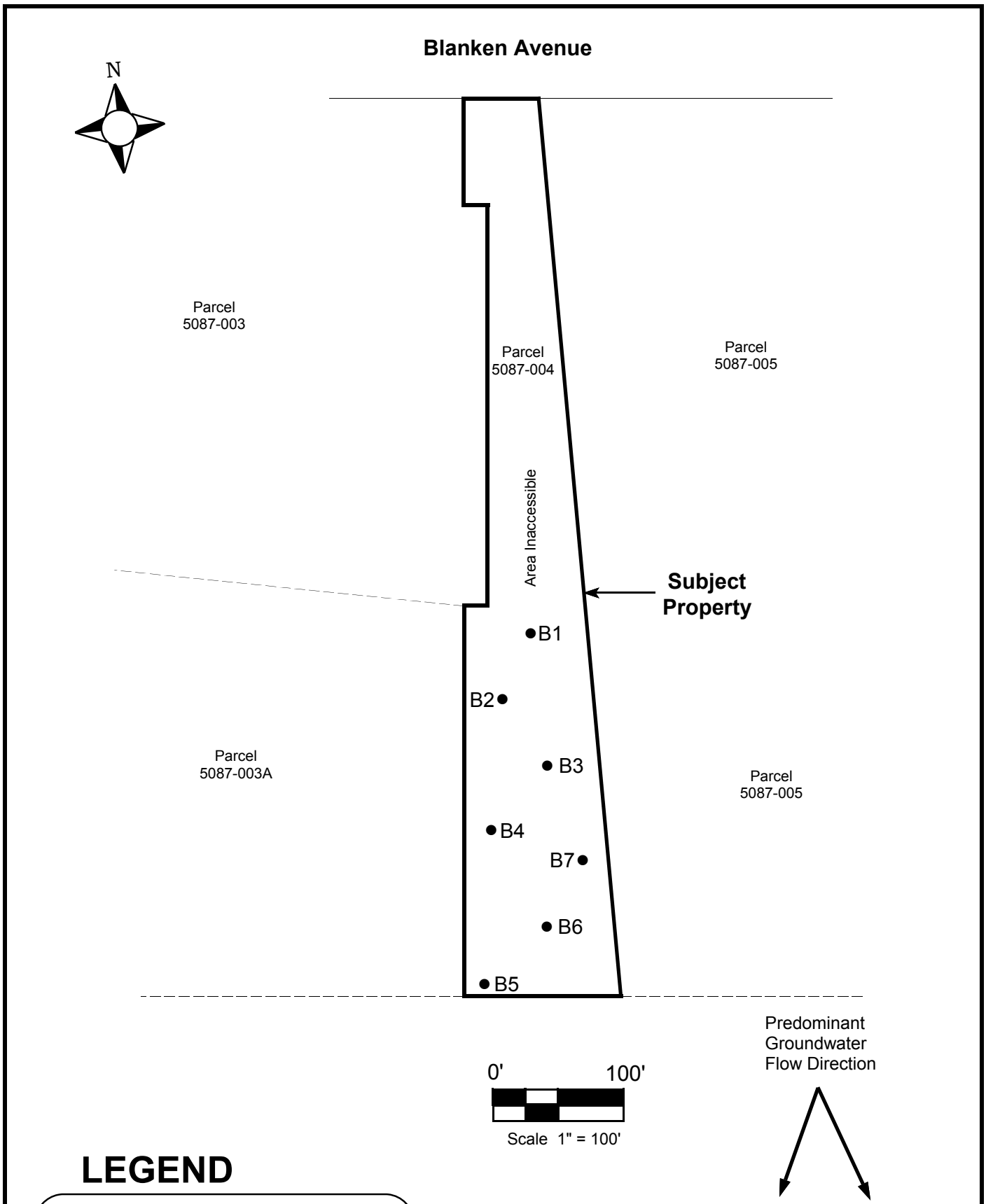
PII Environmental



Aerial Map
2201 Bayshore Blvd., San Francisco
Source: Google Earth

Figure
4

PII Environmental



LEGEND

- Approximate Site Boundary
- B5 Soil Boring Location

Soil Boring Location Map

2201 Bayshore Blvd., San Francisco

Source: PIIE Site Visit, 1-7-15

Figure

5

PII Environmental

PHOTOGRAPHS



Photograph 1 – View of Parcel 004 South to North Toward Blanken Avenue



Photograph 2 – View of Parcel 004 From Level of Adjacent Parcel 003



Photograph 3 – View of South Portion of Parcel 004 and Grading Work on Parcel 014



Photograph 4 – View of Parcel 004 From Level of Adjacent Parcel 003

APPENDICES

APPENDIX B

Phase I Environmental Site Assessment User Questionnaire
Subject Property: 2201 Bayshore Boulevard, San Francisco, California

Purpose

As summarized in ASTM International Standard E1527-13, in order to qualify for one of the *Landowner Liability Protections (LLPs)* offered by the Small Business Liability Relief and Brownsfields Revitalization Act of 2001 (the Brownsfields Amendments), the Client (User) must provide the following information (if available) to the Environmental Professional prior to completing the Phase I Environmental Site Assessment to help identify the possibility of recognized environmental conditions in connection with the property.

Instructions

PII Environmental recommends that the User obtain a full Title Report with recorded land title records and lien records to help answer questions 1 through 6. A real estate appraisal is not required to answer question 4. While questions may be answered "No" or "I do not know", please provide available information to the fullest extent possible. **Failure to provide available information could result in a determination that *"all appropriate inquiry"* is not complete. Please review and complete all pages and sign and date Page 4.**

Subject Property: 2201 Bayshore Blvd / San Francisco / CA.
Business Name / Address **City** **State**

1) Environmental cleanup liens that are filed or recorded against the site (40 CFR 312.25)

Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law? If yes, please explain.

NO

2) Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26)

Are you aware of any activity and use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded under federal, tribal, state or local law? If yes, please explain.

NO

3) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28)

As the user of this ESA, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupant(s) of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

NO

4) Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29)

Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower price is because contamination is known or believed to be present at the property?

Yes, purchase price is fair market value.

5) Commonly known or reasonably ascertainable information about the property (40 CFR 312.30)

Are you aware of commonly known or reasonably ascertainable information about the property that would help the Environmental Professional to identify conditions indicative of releases or threatened releases?

(a) Do you know the past uses of the property?
(b) Do you know of specific chemicals that are present or once were present at the property?
(c) Do you know of spills or other chemical releases that have taken place at the property?
(d) Do you know of any environmental cleanups that have taken place at the property?

a) Old Union Pacific Railroad spur

b) no

c) no

d) no

6) The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31)

As the user of this ESA, based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

NO

7) Please provide any additional information regarding the property:

Completed By: JULIE HEINZLER (Name) | Dir. of Architecture (Title) | 5/20/15 (Date)

APPENDIX F

Blanken Avenue Project
2201 Bay Shore Boulevard
San Francisco, CA 94134

Inquiry Number: 4272553.3
April 22, 2015

Certified Sanborn® Map Report

6 Armstrong Road, 4th Floor
Shelton, Connecticut 06484
Toll Free: 800.352.0050
www.edrnet.com

Certified Sanborn® Map Report

4/22/15

Site Name:
Blanken Avenue Project
2201 Bay Shore Boulevard
San Francisco, CA 94134

Client Name:
PII Environmental
4366 Terrabella Way
Oakland, CA 94619

EDR Inquiry # 4272553.3

Contact: David Dement

The Sanborn Library has been searched by EDR and maps covering the target property location as provided by PII Environmental were identified for the years listed below. The Sanborn Library is the largest, most complete collection of fire insurance maps. The collection includes maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow, and others. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by the Sanborn Library LLC, the copyright holder for the collection. Results can be authenticated by visiting www.edrnet.com/sanborn.

The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

Certified Sanborn Results:

Site Name: Blanken Avenue Project
Address: 2201 Bay Shore Boulevard
City, State, Zip: San Francisco, CA 94134
Cross Street:
P.O. # NA
Project: Blanken Avenue Project
Certification # 06E5-4396-BE01

Maps Provided:

1999
1991
1989
1987
1975
1966
1950

Sanborn® Library search results
Certification # 06E5-4396-BE01

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- ☑ Library of Congress
- ☑ University Publications of America
- ☑ EDR Private Collection

The Sanborn Library LLC Since 1866™

Limited Permission To Make Copies

PII Environmental (the client) is permitted to make up to FIVE photocopies of this Sanborn Map transmittal and each fire insurance map accompanying this report solely for the limited use of its customer. No one other than the client is authorized to make copies. Upon request made directly to an EDR Account Executive, the client may be permitted to make a limited number of additional photocopies. This permission is conditioned upon compliance by the client, its customer and their agents with EDR's copyright policy; a copy of which is available upon request.

Disclaimer - Copyright and Trademark notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT. Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

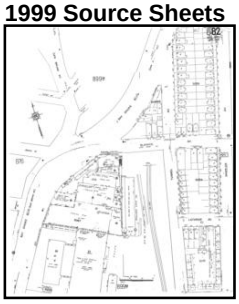
Copyright 2015 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

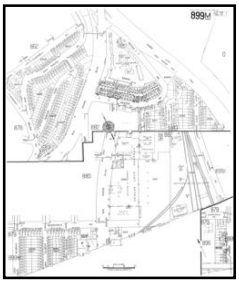
Sanborn Sheet Thumbnails

This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.

1999 Source Sheets



Volume 8, Sheet 882

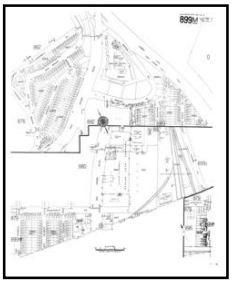


Volume 8, Sheet 899m

1991 Source Sheets

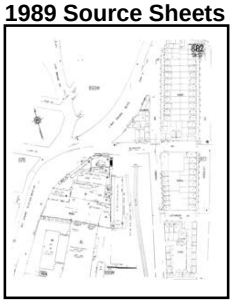


Volume 8, Sheet 882



Volume 8, Sheet 899m

1989 Source Sheets



Volume 8, Sheet 882

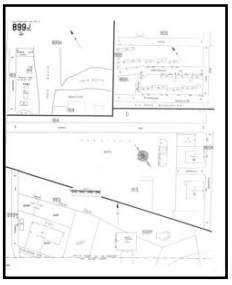


Volume 8, Sheet 899

1987 Source Sheets

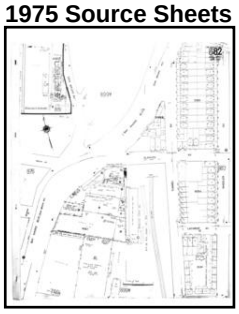


Volume 8, Sheet 882



Volume 8, Sheet 899j

1975 Source Sheets



Volume 8, Sheet 882

1966 Source Sheets



Volume 8, Sheet 882

1950 Source Sheets

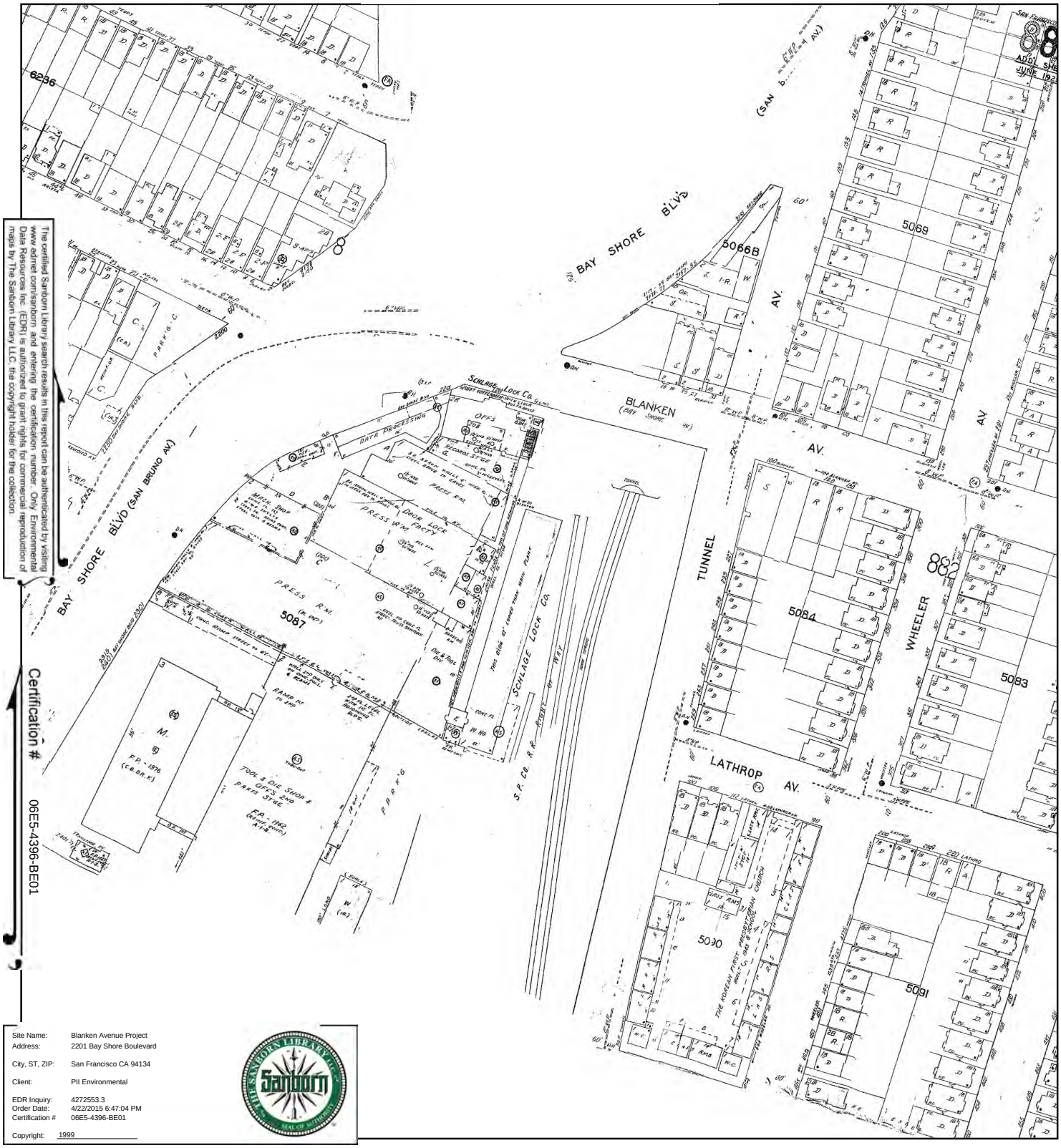


Volume 8, Sheet 876



Volume 8, Sheet 882

1999 Certified Sanborn Map



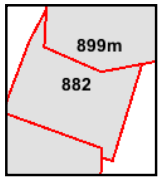
The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # 06E5-4396-BE01

Site Name:	Blanken Avenue Project
Address:	2201 Bay Shore Boulevard
City, ST, ZIP:	San Francisco CA 94134
Client:	PII Environmental
EDR Inquiry:	4272553.3
Order Date:	4/22/2015 6:47:04 PM
Certification #	06E5-4396-BE01
Copyright:	1999

This Certified Sanborn Map combines the following sheets.
Outlined areas indicate map sheets within the collection.



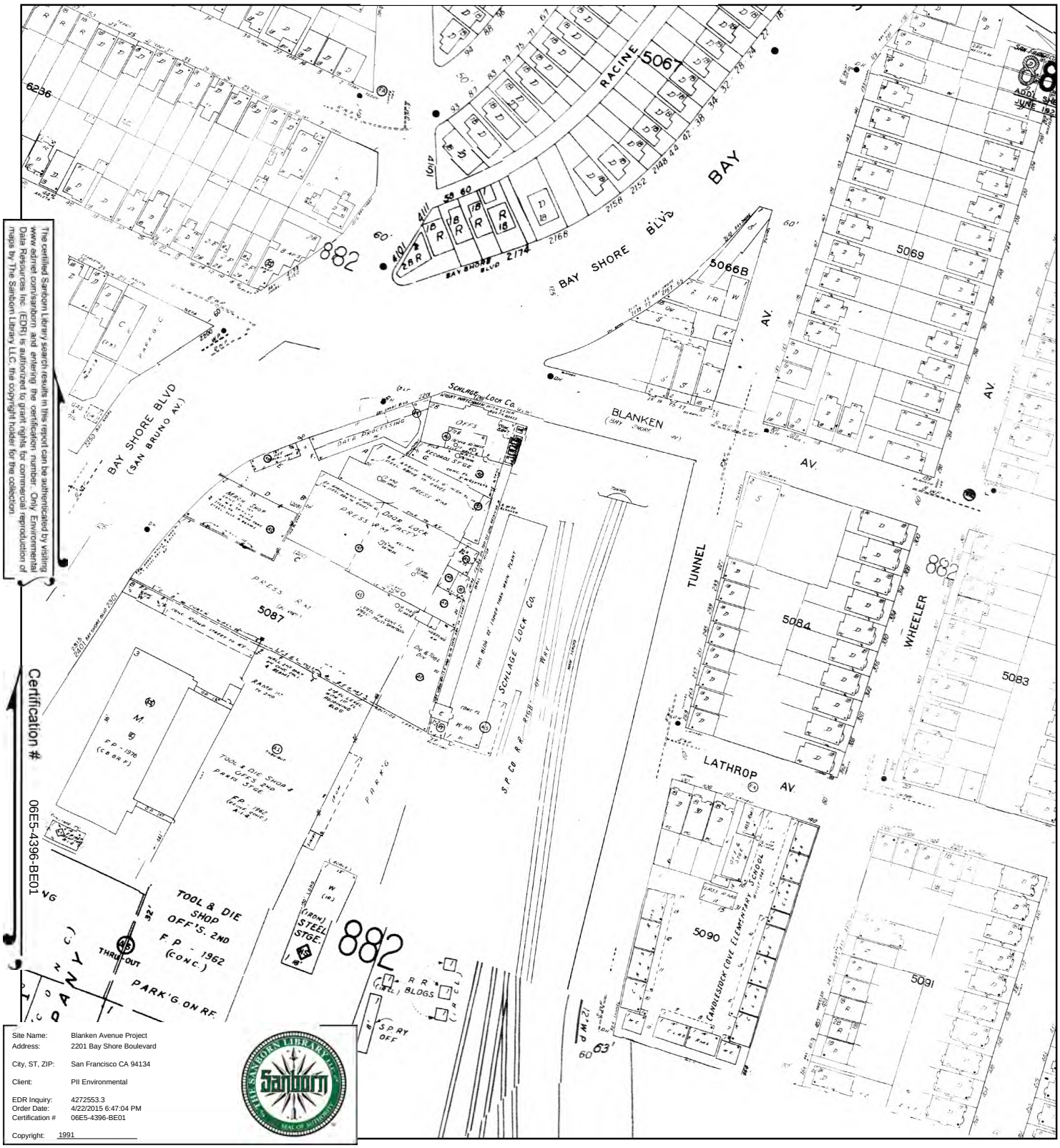


Volume 8, Sheet 882
Volume 8, Sheet 899m

0 Feet 150 300 600

N

1991 Certified Sanborn Map



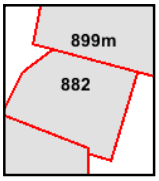
The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # 06E5-4396-BE01

Site Name:	Blanken Avenue Project
Address:	2201 Bay Shore Boulevard
City, ST, ZIP:	San Francisco CA 94134
Client:	PII Environmental
EDR Inquiry:	4272553.3
Order Date:	4/22/2015 6:47:04 PM
Certification #	06E5-4396-BE01
Copyright:	1991

This Certified Sanborn Map combines the following sheets.
Outlined areas indicate map sheets within the collection.



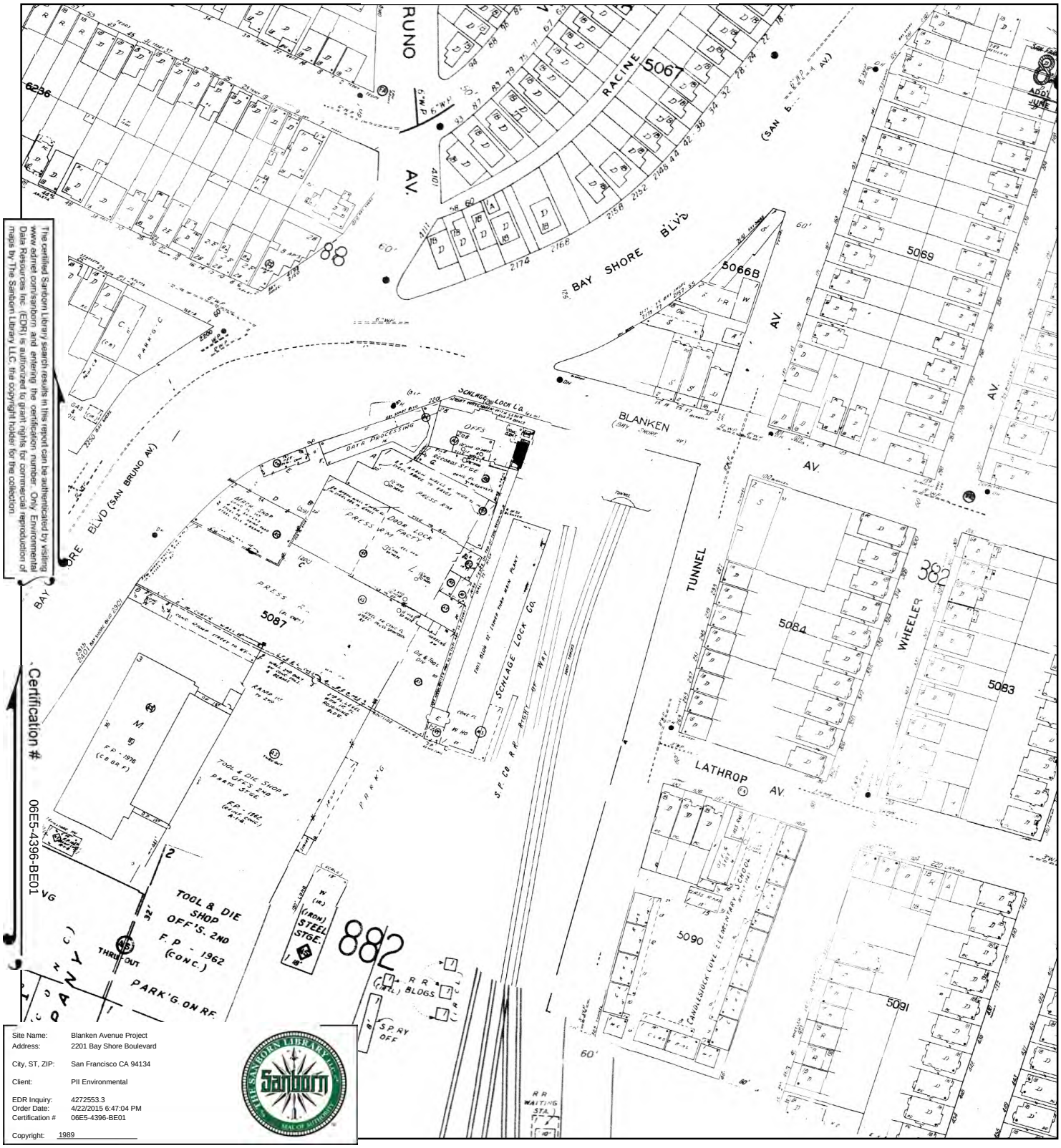


Volume 8, Sheet 882
Volume 8, Sheet 899m

0 Feet 150 300 600

N

1989 Certified Sanborn Map



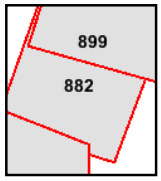
The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # 06E5-4396-BE01

Site Name: Blanken Avenue Project
Address: 2201 Bay Shore Boulevard
City, ST, ZIP: San Francisco CA 94134
Client: PII Environmental
EDR Inquiry: 4272553.3
Order Date: 4/22/2015 6:47:04 PM
Certification # 06E5-4396-BE01
Copyright: 1989

This Certified Sanborn Map combines the following sheets.
Outlined areas indicate map sheets within the collection.



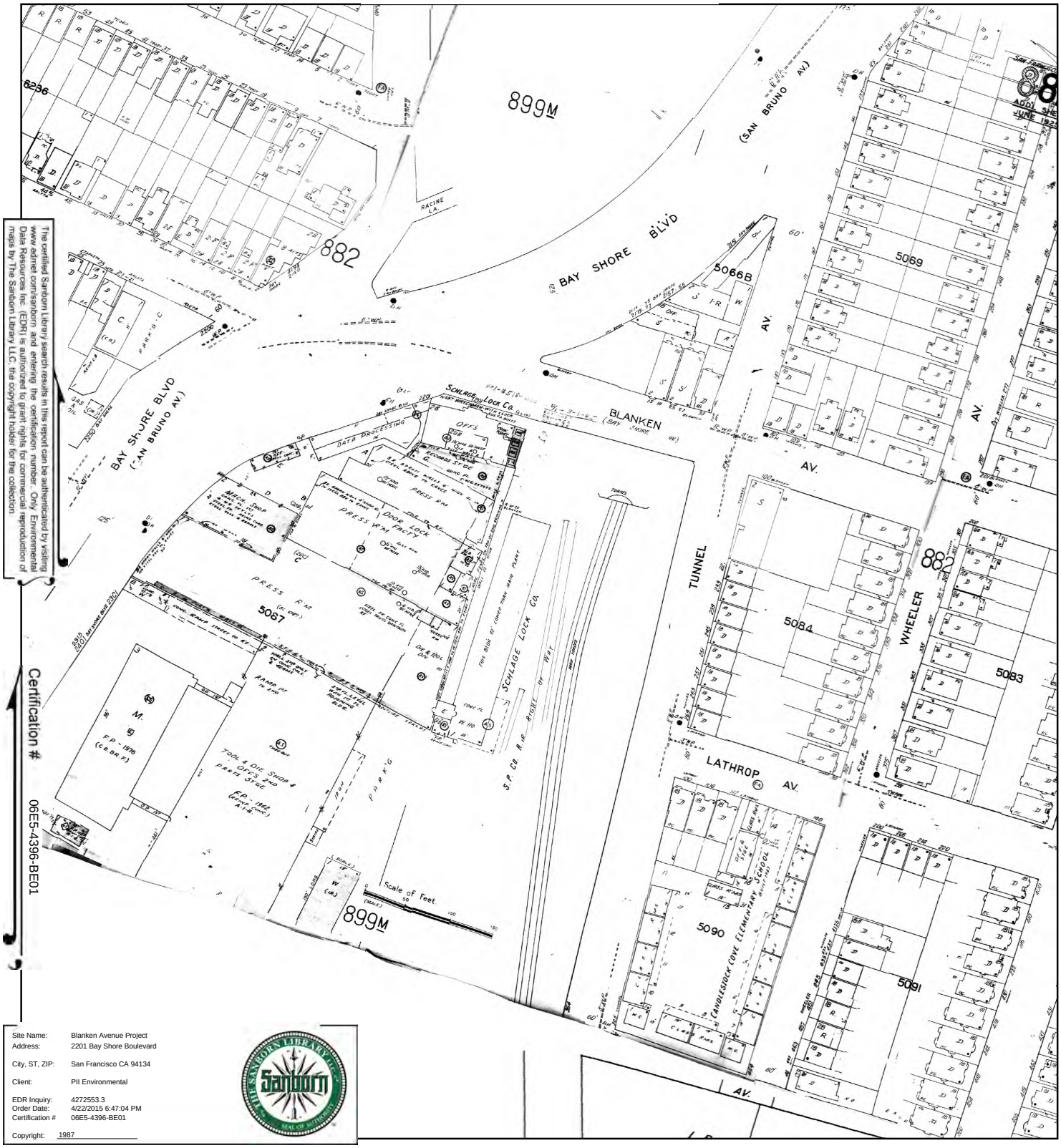


Volume 8, Sheet 882
Volume 8, Sheet 899

0 Feet 150 300 600

N

1987 Certified Sanborn Map



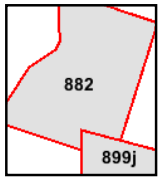
The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # 06E5-4396-BE01

Site Name:	Blanken Avenue Project
Address:	2201 Bay Shore Boulevard
City, ST, ZIP:	San Francisco CA 94134
Client:	PII Environmental
EDR Inquiry:	4272553.3
Order Date:	4/22/2015 6:47:04 PM
Certification #	06E5-4396-BE01
Copyright:	1987

This Certified Sanborn Map combines the following sheets.
Outlined areas indicate map sheets within the collection.



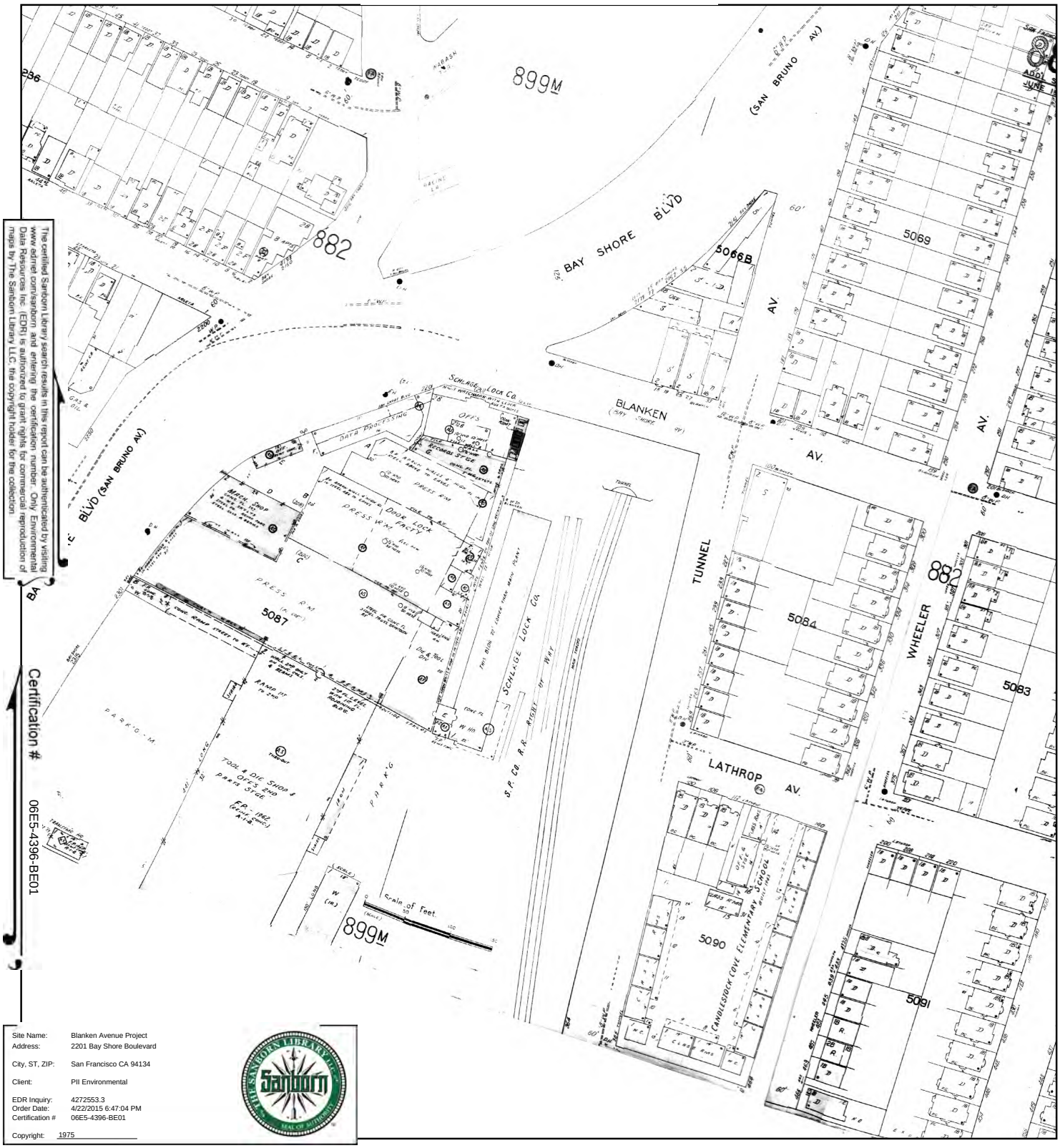


Volume 8, Sheet 882
Volume 8, Sheet 899j

0 Feet 150 300 600

N

1975 Certified Sanborn Map



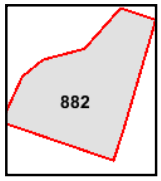
The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # 06E5-4396-BE01

Site Name:	Blanken Avenue Project
Address:	2201 Bay Shore Boulevard
City, ST, ZIP:	San Francisco CA 94134
Client:	PII Environmental
EDR Inquiry:	4272553.3
Order Date:	4/22/2015 6:47:04 PM
Certification #	06E5-4396-BE01
Copyright:	1975

This Certified Sanborn Map combines the following sheets.
Outlined areas indicate map sheets within the collection.



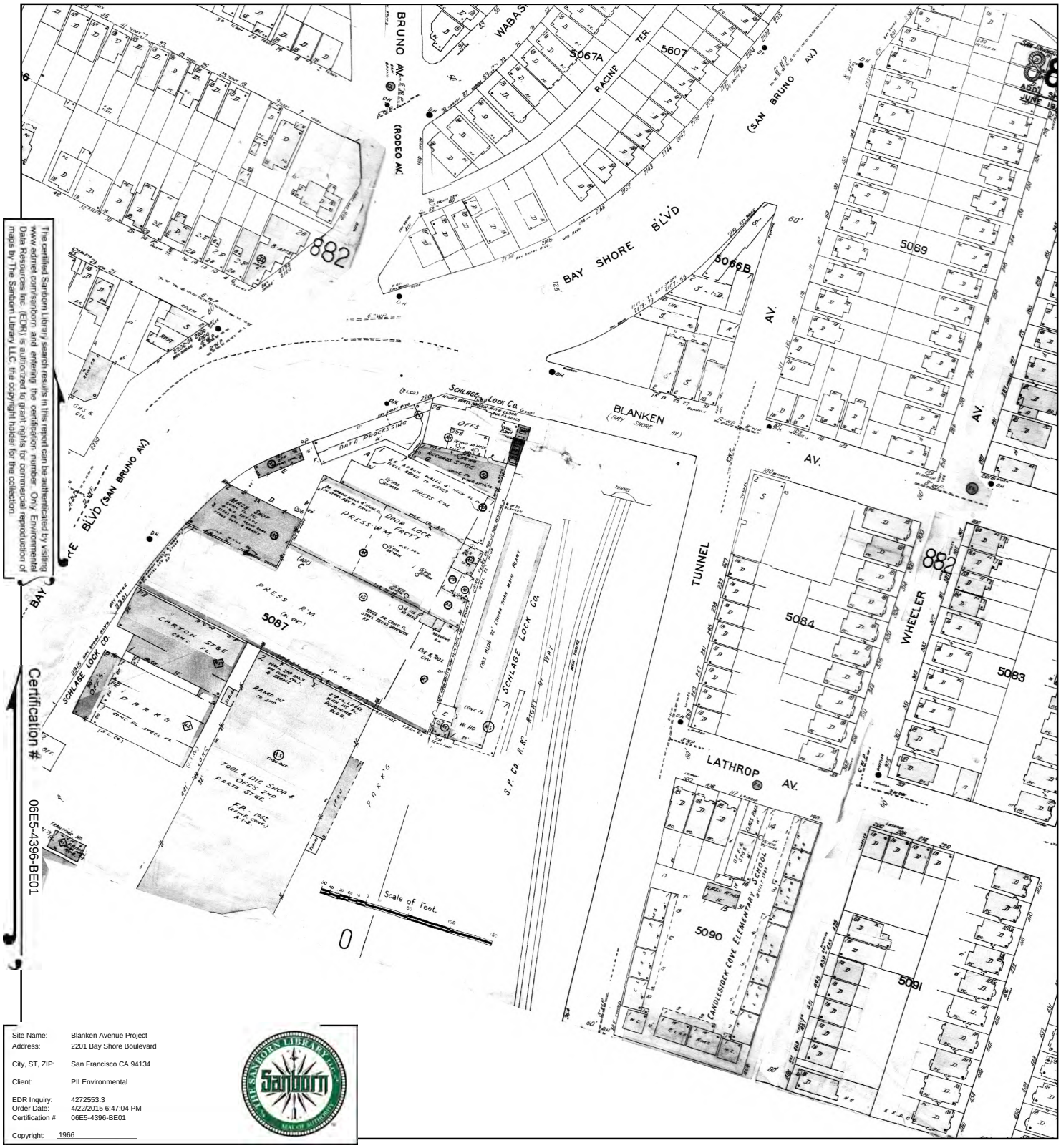


Volume 8, Sheet 882

0 Feet 150 300 600

N

1966 Certified Sanborn Map



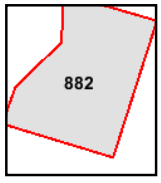
The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # 06E5-4396-BE01

Site Name:	Blanken Avenue Project
Address:	2201 Bay Shore Boulevard
City, ST, ZIP:	San Francisco CA 94134
Client:	PII Environmental
EDR Inquiry:	4272553.3
Order Date:	4/22/2015 6:47:04 PM
Certification #	06E5-4396-BE01
Copyright:	1966

This Certified Sanborn Map combines the following sheets.
Outlined areas indicate map sheets within the collection.



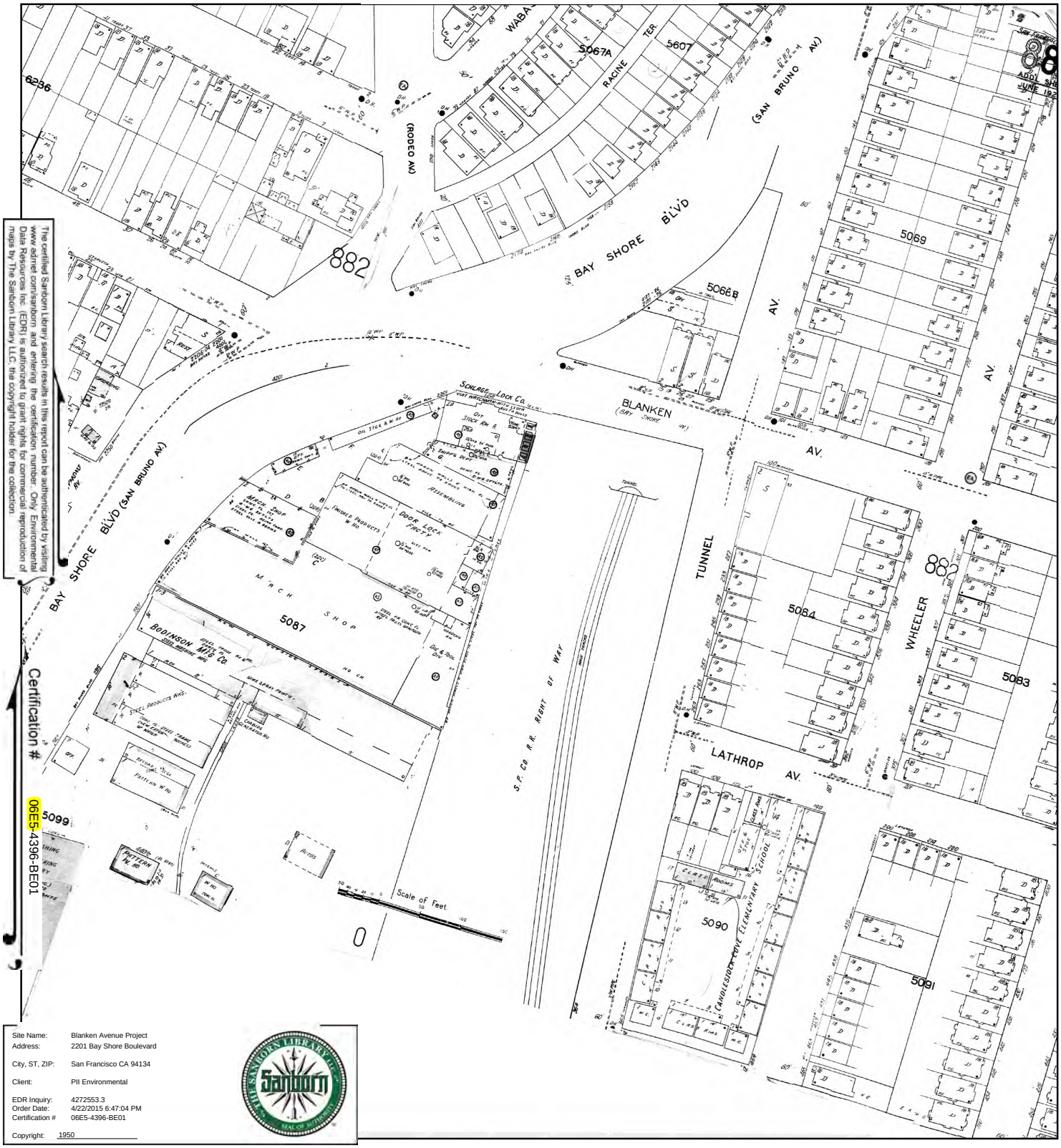


Volume 8, Sheet 882

0 Feet 150 300 600

N

1950 Certified Sanborn Map



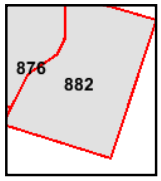
The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # 06E5-4396-BE01

Site Name:	Blanken Avenue Project
Address:	2201 Bay Shore Boulevard
City, ST, ZIP:	San Francisco CA 94134
Client:	PII Environmental
EDR Inquiry:	4272553.3
Order Date:	4/22/2015 6:47:04 PM
Certification #	06E5-4396-BE01
Copyright:	1950

This Certified Sanborn Map combines the following sheets.
Outlined areas indicate map sheets within the collection.





Volume 8, Sheet 876
Volume 8, Sheet 882

0 Feet 150 300 600

N

APPENDIX I

Blanken Avenue Project
2201 Bay Shore Boulevard
San Francisco, CA 94134

Inquiry Number: 4272553.12
April 23, 2015

The EDR Aerial Photo Decade Package

6 Armstrong Road, 4th Floor
Shelton, Connecticut 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Aerial Photo Decade Package

Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

When delivered electronically by EDR, the aerial photo images included with this report are for ONE TIME USE ONLY. Further reproduction of these aerial photo images is prohibited without permission from EDR. For more information contact your EDR Account Executive.

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report AS IS. Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2015 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

Date EDR Searched Historical Sources:

Aerial Photography April 23, 2015

Target Property:

2201 Bay Shore Boulevard

San Francisco, CA 94134

Year	***Scale***	***Details***	***Source***
1938	Aerial Photograph. Scale: 1"=500'	Flight Year: 1938	USGS
1943	Aerial Photograph. Scale: 1"=500'	Flight Year: 1943	USGS
1946	Aerial Photograph. Scale: 1"=500'	Flight Year: 1946	USGS
1956	Aerial Photograph. Scale: 1"=500'	Flight Year: 1956	USGS
1968	Aerial Photograph. Scale: 1"=500'	Flight Year: 1968	USGS
1974	Aerial Photograph. Scale: 1"=500'	Flight Year: 1974	USGS
1982	Aerial Photograph. Scale: 1"=500'	Flight Year: 1982	USGS
1993	Aerial Photograph. Scale: 1"=500'	/DOQQ - acquisition dates: 1993	USGS/DOQQ
1998	Aerial Photograph. Scale: 1"=500'	Flight Year: 1998	USGS
2005	Aerial Photograph. Scale: 1"=500'	Flight Year: 2005	USDA/NAIP
2009	Aerial Photograph. Scale: 1"=500'	Flight Year: 2009	USDA/NAIP
2010	Aerial Photograph. Scale: 1"=500'	Flight Year: 2010	USDA/NAIP
2012	Aerial Photograph. Scale: 1"=500'	Flight Year: 2012	USDA/NAIP



INQUIRY #: 4272553.12

YEAR: 1938

= 500'

1000 2000



INQUIRY #: 4272553.12

YEAR: 1943

= 500'

N

EDR

1001 [illegible]



INQUIRY #: 4272553.12

YEAR: 1946

= 500'

N

EDR

1002 1002



INQUIRY #: 4272553.12

YEAR: 1956

= 500'

N

EDR



INQUIRY #: 4272553.12

YEAR: 1968

= 500'

N

EDR

1004 [illegible]


INQUIRY #: 4272553.12
YEAR: 1974
= 500'
N
EDR


INQUIRY #: 4272553.12
YEAR: 1982
= 500'
N
EDR


INQUIRY #: 4272553.12
YEAR: 1993
= 500'
N
EDR



INQUIRY #: 4272553.12

YEAR: 1998

= 500'

N

EDR


INQUIRY #: 4272553.12
YEAR: 2005
= 500'
N
EDR


INQUIRY #: 4272553.12
YEAR: 2009
= 500'
N
EDR



INQUIRY #: 4272553.12

YEAR: 2010

= 500'

N

EDR


INQUIRY #: 4272553.12
YEAR: 2012
= 500'
N
EDR

EXHIBIT F-20

TO

DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

Exh. 20 to Deposition of Patrick McNerney as PMK of Defendant 424 Jessie Historic Properties, LLC – E-mail to Patrick McNerny from Scott Smith re 14 Townhomes dated March 30, 2016

EXHIBIT F-20

From:	Julie Heinzler
To:	Patrick M. McNerney
Subject:	Fwd: Blanken Townhome and daycare budget
Date:	Wednesday, March 30, 2016 6:16:01 PM
Attachments:	Blanken Avenue Townhomes.xls ATT00001.htm

Begin forwarded message:

From: Scott Smith <Scott@jerocorp.com>
Date: March 30, 2016 at 5:47:52 PM PDT
To: Julie Heinzler <julie@martinbuilding.com>, Chip Beverett <cbeverett@martinbuilding.com>
Cc: Gary Fettke <Gary@jerocorp.com>
Subject: Blanken Townhome and daycare budget

Julie and Chip,
Attached is a budget for the daycare and 14 townhomes on the Blanken Avenue project.

Scott Smith | President
James E. Roberts-Obayashi Corp. | 20 Oak Court, Danville, CA 94526
Office 925-820-0600 x111 | Direct 925-272-0928 | Mobile 925-570-6915 | robertsobayashi.com

Exhibit
0020

JAMES E. ROBERTS-OBAYASHI CORPORATION

PRELIMINARY COST BREAKDOWN

Blanken Ave Townhomes

San Francisco, CA

3-30-16

Item	Description	Sec #	Total
1	General Conditions	01100	$ 747,152
2	Demolition	02050	N.I.C.
3	Site Engineering	02100	$ 11,931
4	Earthwork	02200	$ 336,456
5	Site Concrete	02510	$ 540,920
6	Pavers at Daycare deck	02520	$ 36,686
7	Joint Trench / Transformer	02600	$ 100,000
8	Storm Drainage	02640	$ 24,820
9	Sanitary Sewer	02650	$ 21,000
10	Water Distribution	02660	$ 16,500
11	Site Fire Line	02670	$ 16,500
12	Metal Fence & Gates	02835	$ 68,400
13	Site Furnishings	02870	$ 44,285
14	Landscaping	02900	$ 77,860
15	Building Concrete	03300	$ 311,435
16	Cementitious Decks	03500	$ 12,680
17	Gypcrete	03520	$ 51,323
18	Quartz Countertops	04455	$ 30,800
19	Structural Steel	05100	$ 14,659
20	Metal Fabrication	05500	$ 253,747
21	Prefabricated Metal Stairs	05710	$ 15,000
22	Rough Carpentry	06100	$ 1,178,363
23	Finish Carpentry	06200	$ 165,641
24	Millwork	06201	$ 8,795
25	Cabinets	06410	$ 70,300
26	Plastic Tops	06420	$ 5,000
27	Waterproofing	07100	$ 110,855
28	Building Insulation	07200	$ 48,373
29	Firestopping	07220	$ 2,590
30	Preformed Metal Siding	07470	$ 507,000
31	Built-Up Roofing	07500	$ 128,085
32	Flashing & Sheet Metal	07600	$ 124,597
33	Roof Hatches	07710	$ 3,500
34	Joint Sealers	07900	$ 8,400
35	Hollow Metal Doors & Frames	08100	$ 12,313
36	Wood Doors	08210	$ 28,775
37	Smoke Guard	08300	$ 13,730
38	Access Doors	08305	$ 2,800
39	Entrance & Storefront	08400	$ 379,400
40	Aluminum Windows & Doors	08510	$ 423,200
41	Finish Hardware	08700	$ 38,600
42	Automatic Door Control	08750	$ 6,250
43	Glazing	08800	$ 1,915
44	Lath & Plaster	09200	$ 219,000
45	Gypsum Wall Board	09250	$ 513,048
46	Ceramic Tile	09300	$ 97,952
47	Prefinished Wallboard	09310	$ 2,500
48	Resilient Flooring	09650	$ 112,357
49	Carpet	09680	$ 31,550
50	Painting	09900	$ 118,734
51	Chalkboards & Tackboards	10100	$ 5,000
52	Louvers & Vents	10200	$ 2,100
53	Identifying Devices	10400	$ 9,781
54	Fire Extinguishers & Cabinets	10520	$ 1,470
55	Postal Specialties	10550	$ 1,820
56	Shower Doors	10660	$ 19,600
57	Toilet & Bath Accessories	10800	$ 13,210
58	Mirrors	10820	$ 10,900
59	Closet Specialties	10900	$ 3,500

JAMES E. ROBERTS-OBAYASHI CORPORATION

PRELIMINARY COST BREAKDOWN

Blanken Ave Townhomes

San Francisco, CA

Item	Description	Sec #	3-30-16 Total
60	Residential Equipment	11450	$ 55,250
61	Window Treatments	12500	$ 70,000
62	Floor Mats	12670	$ 1,650
63	Elevators	14200	$ 84,000
64	Scaffolding	14800	$ 72,540
65	Plumbing	15400	$ 991,550
66	Fire Protection	15500	$ 161,666
67	H.V.A.C.	15800	$ 348,351
68	Electrical	16100	$ 664,833
69	Clean-up & Janitorial	17000	$ 44,132
70	Offsite work		N.I.C.
71			
72	Testing & Inspections	21000	By Owner
73	Building Permits & Fees	21020	By Owner
74	Street Permits	21040	By Owner
75	Water Fees	21060	By Owner
76	Sewer Fees	21080	By Owner
77	PG&E & AT&T Fees	21100	By Owner
78	Security Cameras with Roving Patrols	21120	$ 37,500
79	Builders Risk	21040	By Owner
80	Sub Bonds	21060	N/A

	SUBTOTAL		$ 9,694,628
	City Tax	0.20%	$ 19,389
**Based on OCIP insurance for General Liability by Owner*	Conctractor Insurance	0.25%	$ 24,285
	Fee	5.00%	$ 486,915
	G.C. Bond	0.70%	$ 71,577
	Current Market Total		**$ 10,296,794**
	Suggested escalation contingency	9.00%	$ 926,711
** Design Contingency to be carried by owner*			$ 11,223,506

EXHIBIT F-22

TO

DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

Exh. 22 to Deposition of Patrick McNerney as PMK of Defendant 424 Jessie Historic Properties, LLC – E-mail from Doug Walsh to Patrick McNerney re Sheds Dated August 16, 2016

EXHIBIT F-22

Kimberly Berndt

From: Doug Walsh <dwalsh@bsdsf.com>
Sent: Tuesday, August 16, 2016 3:08 PM
To: Patrick M. McNerney
Cc: Jeffrey Brooks; Brad Mooney; Howard Pearce; Geoff Sunderland; Raymond Fung; Doug Walsh
Subject: Removal of sheds and easement exchange
Attachments: 1461_001.pdf

Good afternoon, Patrick: I've attached a couple of photos and a survey map showing two old RR sheds that are still standing close to the Schlage site. As you may already know, there has been a continuing problem with homeless persons occupying those sheds from time to time. Now that we are actively engaged in site improvements in the vicinity, we believe it would be prudent for those sheds to be removed. Since one of the sheds is situated entirely on your property, and one of them sits partly on your property, we would appreciate your input on the idea of removing them.

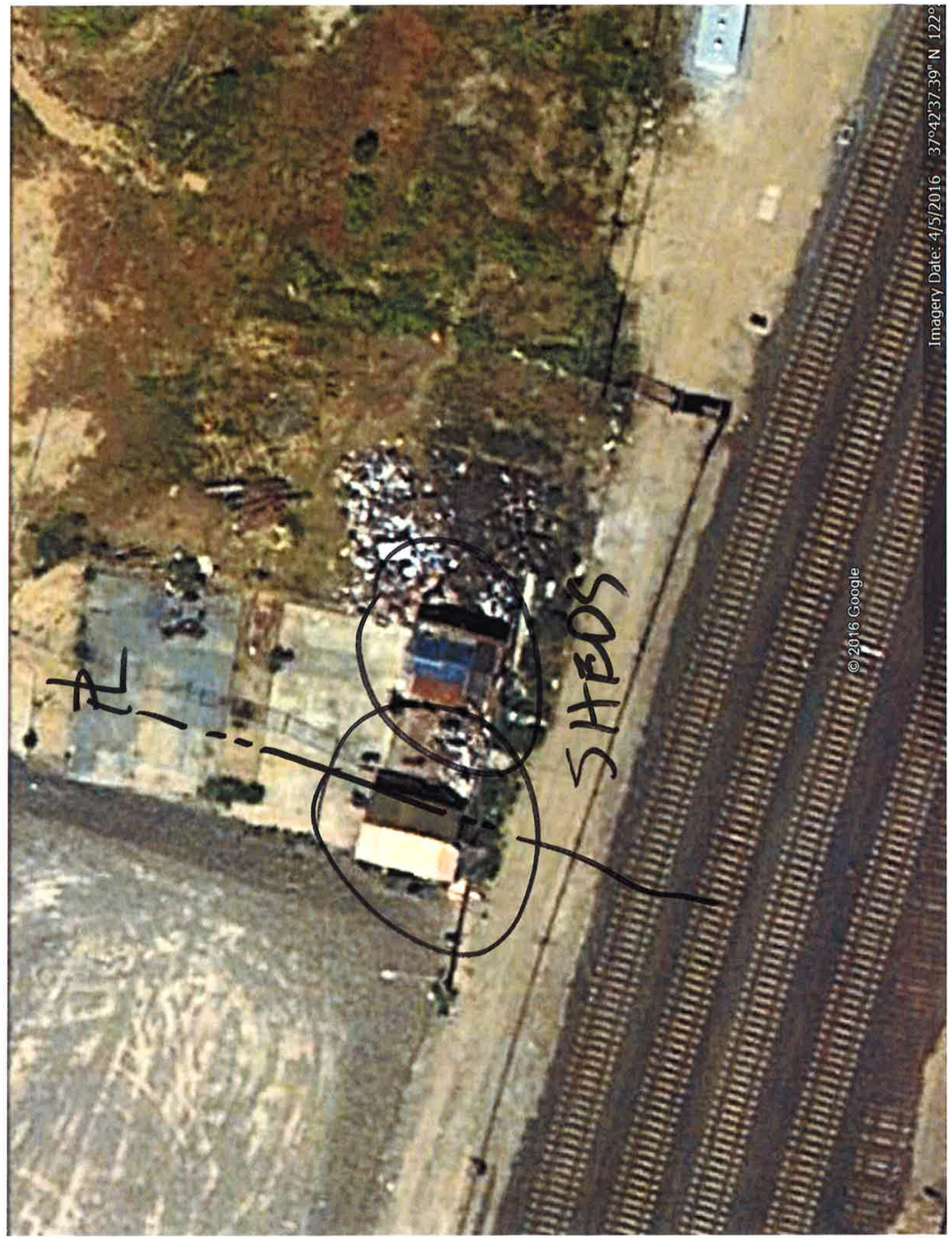
Also, as I indicated in my email of August 4, 2016, we need to have your final decision on our long standing proposal that you release your RR easements in exchange for a set of new temporary and permanent easements usable for your project. That proposal was again summarized in my August 4 email. If you are willing to exchange your railroad easements for the temporary and permanent easements described by that email, I can prepare the documents for your attorneys' review. If you do not wish to release your railroad easements in exchange for the easements we propose, we will proceed with our project without an exchange.

As I said before, and in order to meet our own time constraints, I would appreciate your response to our proposal by Friday of this week. If I don't hear from you by then, I will assume that you are still unwilling to make an easement exchange and we will cross that possibility off our list.

DOUG WALSH
General Counsel | **Bayside Development**
dwalsh@bsdsf.com
tel: 1.415.468.6676 x272 | cell: 1.310.384.4549
150 Executive Park Blvd. Ste #4000| San Francisco, CA 94134

This e-mail may contain confidential or proprietary materials for the sole use of the intended recipient. Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and delete all copies.

Exhibit
0022


SHED
Imagery Date: 4/5/2016 37°42'37.39" N 122°
© 2016 Google


NATIONAL
FLEET SERVICE
Complete Truck Maintenance
(415) 468-7392
200-B SUNNYDALE AVENUE
653191
RSC
S220
Bobcat
RSC
AMERICAN
SHED
DESTROYED
BY FIRE
2014
SHEDS

1020 **3064**

© BKF Engineers

SEE SHEET C2.02 FOR CONTINUATION

SEE SHEET C2.04 FOR CONTINUATION

SEE SHEET C2.08 FOR CONTINUATION

ABANDON EXISTING CS IN PLACE (3/C12.05)

ABANDON EXISTING CS IN PLACE (3/C12.05)

ABANDON EXISTING CS IN PLACE (3/C12.05)

ABANDON EXISTING GAS LINE IN PLACE (3/C12.05)

ABANDON EXISTING WATER LINE IN PLACE AFTER NEW SERVICE FOR END USER IS INSTALLED (3/C12.05)

EXISTING CUSTOMER OWNED POWER LINES TO BE REMOVED BY OTHERS

CAP EXISTING GAS LINE

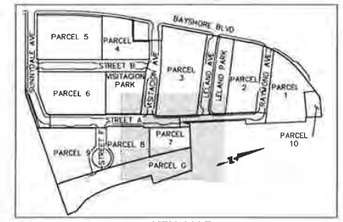
RELOCATE EXISTING WATER METERS

EXISTING SHEDS

LANDS OF MCNERNEY
APN 5087-004

JPB PARCEL
APN 5087-005

TUNNEL AVENUE



KEY MAP
NOT TO SCALE

DEMOLITION NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR OFF-HAUL AND DISPOSAL OF ALL "REMOVED" ITEMS. REUSE OF REMOVED MATERIALS MAY BE ALLOWED IF ACCEPTABLE TO GEOTECHNICAL ENGINEER AND/OR CCSF AS APPLICABLE.
2. CONTRACTOR SHALL PROTECT IN PLACE ALL EXISTING IMPROVEMENTS WHICH ARE TO REMAIN – NOT MARKED AS REMOVED HEREON. ANY EXISTING IMPROVEMENTS WHICH ARE TO REMAIN AND WHICH ARE DAMAGED BY THE CONTRACTOR AS A RESULT OF PROJECT CONSTRUCTION SHALL BE REPAIRED AND REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
3. EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY AND BASED ON RECORD DRAWINGS AND/OR SURVEY INFORMATION. CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE RESPECTIVE UTILITY COMPANIES AND AFFECTED AGENCIES FOR VERIFICATION OF LOCATION AND DEPTHS OF EXISTING UTILITIES DESIGNATED TO BE DEMOLISHED PRIOR TO COMMENCING CONSTRUCTION.
4. CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT (800) 227-2600 FOR LOCATION OF UNDERGROUND UTILITIES AT LEAST 2 WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
5. CONTRACTOR SHALL COORDINATE ALL REMOVAL, ABANDONMENT OR TERMINATION OF EXISTING UTILITIES WITH EACH UTILITY PROVIDER AND/OR JURISDICTION INVOLVED. ABANDONED UTILITIES SHALL BE REMOVED IN FUTURE PHASES.
6. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITY SERVICES/LATERALS AND MAINTAIN AND/OR RECONNECT ALL SERVICES/LATERALS THAT ARE NOT SPECIFICALLY DESIGNATED TO BE DISCONNECTED ON THESE PLANS.
7. FIRE HYDRANT DEMOLITION OR RELOCATION SHALL INCLUDE REMOVAL OF HYDRANT LATERAL, THRUST BLOCK AND HYDRANT BURY. HYDRANT BURY SHALL BE SALVAGED AND DELIVERED TO THE SFWD. HYDRANT WILL BE KILLED AND REMOVED BY THE SFFD. REMOVAL OF THE LATERAL TEES AND VALVES FROM THE MAIN SHALL BE COMPLETED BY THE SFWD.
8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY ALL NECESSARY PERMITS FOR BUILDING DEMOLITION AND ALL ENVIRONMENTAL REQUIREMENTS FOR REMOVAL AND DISPOSAL OF DEBRIS.
9. REMOVAL AND INSTALLATION OF SFPUC STREET LIGHTS, ELECTRICAL LINES, AND ASSOCIATED BOXES, CONDUITS, AND WIRE LINES SHALL BE BY SFPUC. REMOVAL AND INSTALLATION OF PG&E STREET LIGHTS, ELECTRICAL LINES, AND ASSOCIATED BOXES, CONDUITS, AND WIRE LINES SHALL BE BY PG&E. CONTRACTOR SHALL COORDINATE SUCH WORK WITH THE PERTINENT AGENCY AND REMOVE EXISTING POLES AND FOUNDATION WHERE NOTED ON PLAN.
10. CONTRACTOR SHALL FIELD VERIFY STATUS OF ALL EXISTING WATER SERVICES. IF INACTIVE COORDINATE WITH SFWD AND USER FOR SHUTDOWN. IF ACTIVE COORDINATE WITH SFWD AND USER FOR RECONNECTION TO NEW LFW MAIN.
11. TREES TO BE REMOVED WITHIN 10 FEET OF ROAD RIGHT-OF-WAY WILL REQUIRE A TREE REMOVAL PERMIT.

DEMOLITION KEY NOTES:

- REMOVE EXISTING CONCRETE PAVEMENT/SIDEWAK
- REMOVE EXISTING ASPHALT AND CONCRETE BASE
- APPROXIMATE SAWCUT LINE (2' OFF OF LIP OF GUTTER)
- REMOVE EXISTING UTILITY LINE

1. REMOVE EXISTING CURB
2. REMOVE EXISTING CONCRETE PAVEMENT/SIDEWALK
3. EXISTING TRAFFIC SIGNAL TO REMAIN
4. REMOVE EXISTING CONCRETE WALL
5. REMOVE EXISTING FENCE
6. EXISTING FIRE HYDRANT AND VALVE TO REMAIN
7. EXISTING CABINET TO REMAIN
8. EXISTING STREETLIGHT TO REMAIN
9. EXISTING TREE TO REMAIN
10. EXISTING CATCH BASIN TO REMAIN
11. EXISTING UTILITY VAULT AND ASSOCIATED APPURTENANCES TO REMAIN. ADJUST TO GRADE
12. EXISTING STREETLIGHT PULLBOX TO REMAIN
13. REMOVE EXISTING BUILDING
14. REMOVE EXISTING OVERHEAD ELECTRIC LINE AND POLES
15. EXISTING BUS SHELTER TO REMAIN
16. REMOVE AND REPLACE EXISTING TRASH RECEPTACLE
17. REMOVE EXISTING SIGN
18. EXISTING COMBINED SEWER TO REMAIN
19. EXISTING OVERHEAD ELECTRICAL LINES, POLES, AND STRUCTURES TO REMAIN
20. EXISTING WATER LINE TO REMAIN
21. REMOVE EXISTING ASPHALT AND CONCRETE BASE
22. EXISTING SIGN TO REMAIN
23. EXISTING FENCE TO REMAIN
24. EXISTING WALL TO REMAIN
25. REMOVE EXISTING POLE
26. EXISTING FIBER OPTIC LINE TO REMAIN
27. EXISTING GAS LINE TO REMAIN
28. REMOVE EXISTING WATER LINE. SEE DETAIL 2 ON SHEET C12.05.
29. REMOVE OR ABANDON IN PLACE EXISTING COMBINED SEWER LINE. SEE DETAIL 2 ON SHEET C12.05.
30. EXISTING SIGNAL BOX TO REMAIN
31. REMOVE EXISTING RAILROAD TRACK
32. RELOCATE EXISTING TELEVISION LINE, S.J.T.P.
33. REMOVE EXISTING BOLLARD
34. EXISTING BOLLARD TO REMAIN
35. REMOVE EXISTING STRUCTURE
36. ABANDON EXISTING SANITARY SEWER CLEAN OUT AND LATERAL. SEE DETAIL 2 ON SHEET C12.05.
37. RELOCATE EXISTING MONITORING WELL, BY OTHERS
38. REMOVE EXISTING FIRE HYDRANT
39. RELOCATE EXISTING UTILITY STRUCTURE
40. EXISTING PG&E VAULT AND ASSOCIATED APPURTENANCES TO REMAIN. ADJUST TO GRADE
41. EXISTING PUBLIC SAFETY VAULT AND ASSOCIATED APPURTENANCES TO REMAIN. ADJUST TO GRADE
42. EXISTING MUNI COMMUNICATIONS VAULT AND ASSOCIATED APPURTENANCES TO REMAIN. ADJUST TO GRADE
43. EXISTING WATER VAULT AND ASSOCIATED APPURTENANCES TO REMAIN. ADJUST TO GRADE
44. EXISTING AT&T VAULT AND ASSOCIATED APPURTENANCES TO REMAIN. ADJUST TO GRADE
45. EXISTING TELEVISION VAULT AND ASSOCIATED APPURTENANCES TO REMAIN. ADJUST TO GRADE
46. EXISTING PACIFIC BELL VAULT AND ASSOCIATED APPURTENANCES TO REMAIN. ADJUST TO GRADE
47. EXISTING WATER VALVE TO REMAIN
48. EXISTING GAS VALVE TO REMAIN
49. REMOVE EXISTING FIRE STRUCTURE
50. EXISTING SBC VAULT AND ASSOCIATED APPURTENANCES TO REMAIN. ADJUST TO GRADE
51. REMOVE EXISTING UTILITY VAULT
52. REMOVE EXISTING CATCH BASIN
53. REMOVE EXISTING COMBINED SEWER MANHOLE
54. REMOVE EXISTING DROP INLET
55. EXISTING COMBINED SEWER MANHOLE TO REMAIN. ADJUST TO GRADE
56. RELOCATE EXISTING FIRE HYDRANT AND VALVE
57. REMOVE EXISTING TREE

GRAPHIC SCALE
20 0 20 40

BKF 100 YEARS
ENGINEERS . SURVEYORS . PLANNERS
150 CALIFORNIA ST
SUITE 600
SAN FRANCISCO, CA
94111
(415) 930-7900

VISITACION VALLEY REDEVELOPMENT, ZONE 1
IMPROVEMENT PLANS
EXISTING CONDITIONS & DEMOLITION PLAN
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
MICHAEL A. O'CONNELL
No. 75811
EXP. 6/30/16
CIVIL
STATE OF CALIFORNIA

No.	Revisions

Date 6.1.2016
Scale 1" = 20'
Design JCW
Drawn AMJ
Approved MAO
Job No 20140086

Drawing Number:
C2.05
20 OF 167

100% CONSTRUCTION DOCUMENTS

DRAWING NAME: K:\2014\140086\ENG\CD\Public Streets\Plotted Sheets\C2.01 EXISTING CONDITIONS & DEMOLITION PLAN.dwg
PLOT DATE: 05-20-16 PLOTTED BY: stew

EXHIBIT F-29

TO

DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

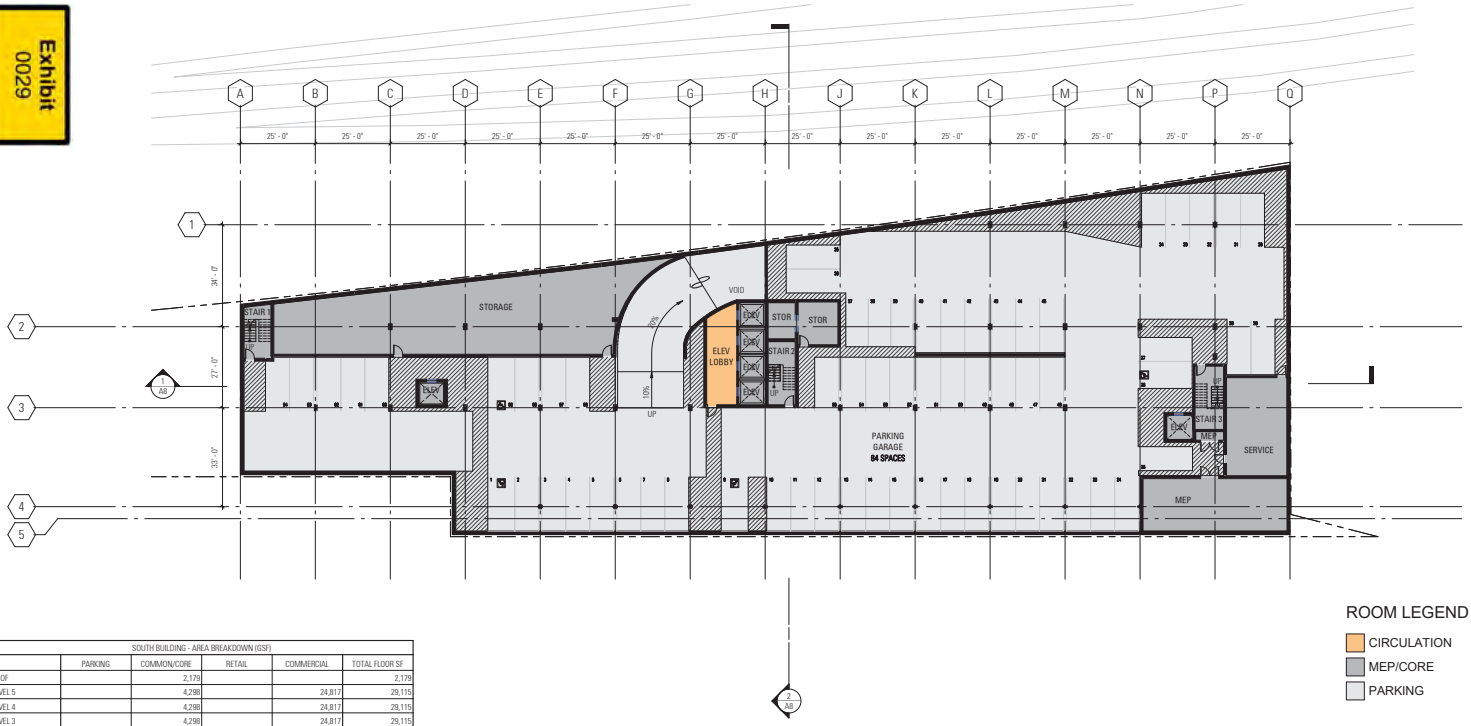
San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

Exh. 29 to Deposition of Patrick McNerney as PMK of Defendant 424 Jessie Historic Properties, LLC – BAR Architects Drawings dated June 30, 2017

EXHIBIT F-29

Exhibit
0029



SOUTH BUILDING - AREA BREAKDOWN (GSF)					
	PARKING	COMMON/CORE	RETAIL	COMMERCIAL	TOTAL FLOOR SF
ROOF		2,179			2,179
LEVEL 5		4,298		24,817	29,115
LEVEL 4		4,298		24,817	29,115
LEVEL 3		4,298		24,817	29,115
LEVEL 2		4,298		24,817	29,115
LEVEL 1		3,658	24,134		27,792
B1	24,435	8,637			33,072
B2	26,444	6,629			33,073
TOTAL TYPE SF	50,879	38,295	24,134	99,268	212,576

ROOM LEGEND

- CIRCULATION
- MEP/CORE
- PARKING

BLANKEN AVE.

SOUTH BUILDING - BASEMENT 2

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

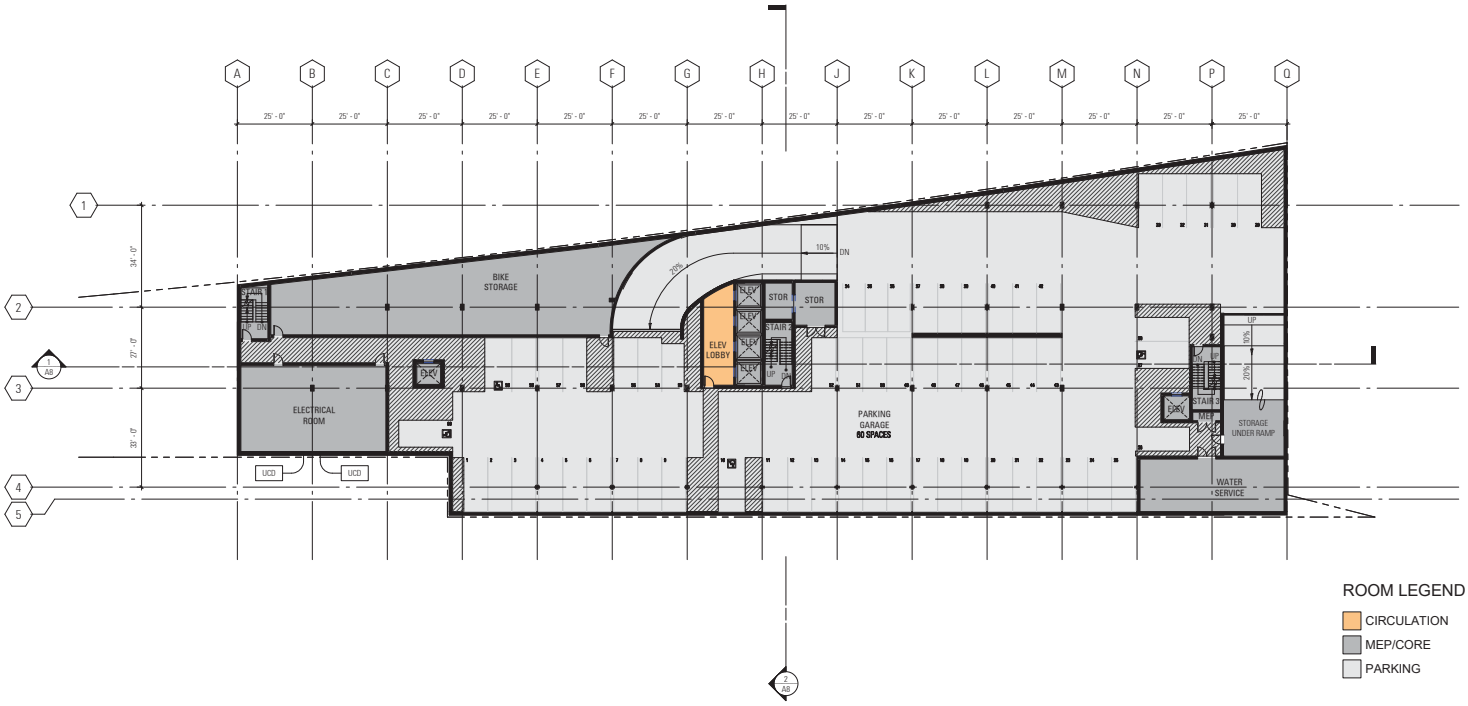
14093 | 06.30.17

0 8' 16' 32' 48' 64'
SCALE: 1/16" = 1'-0"

A1

JES002957

1023 3067



BLANKEN AVE.

SOUTH BUILDING - BASEMENT 1

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

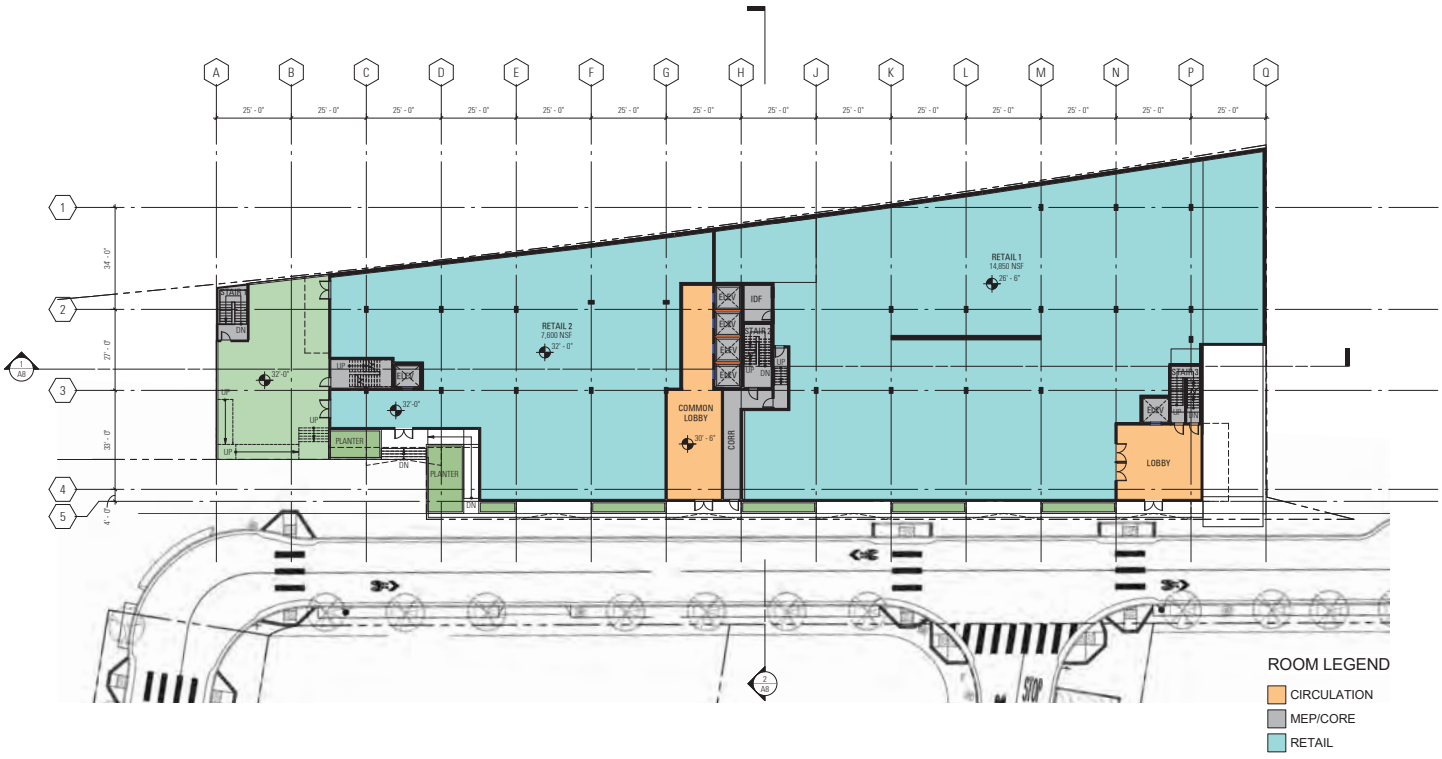
14093 | 06.30.17

SCALE: 1/16" = 1'-0"

A2

JES002958

1024 3668



BLANKEN AVE.

SOUTH BUILDING - LEVEL 1

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

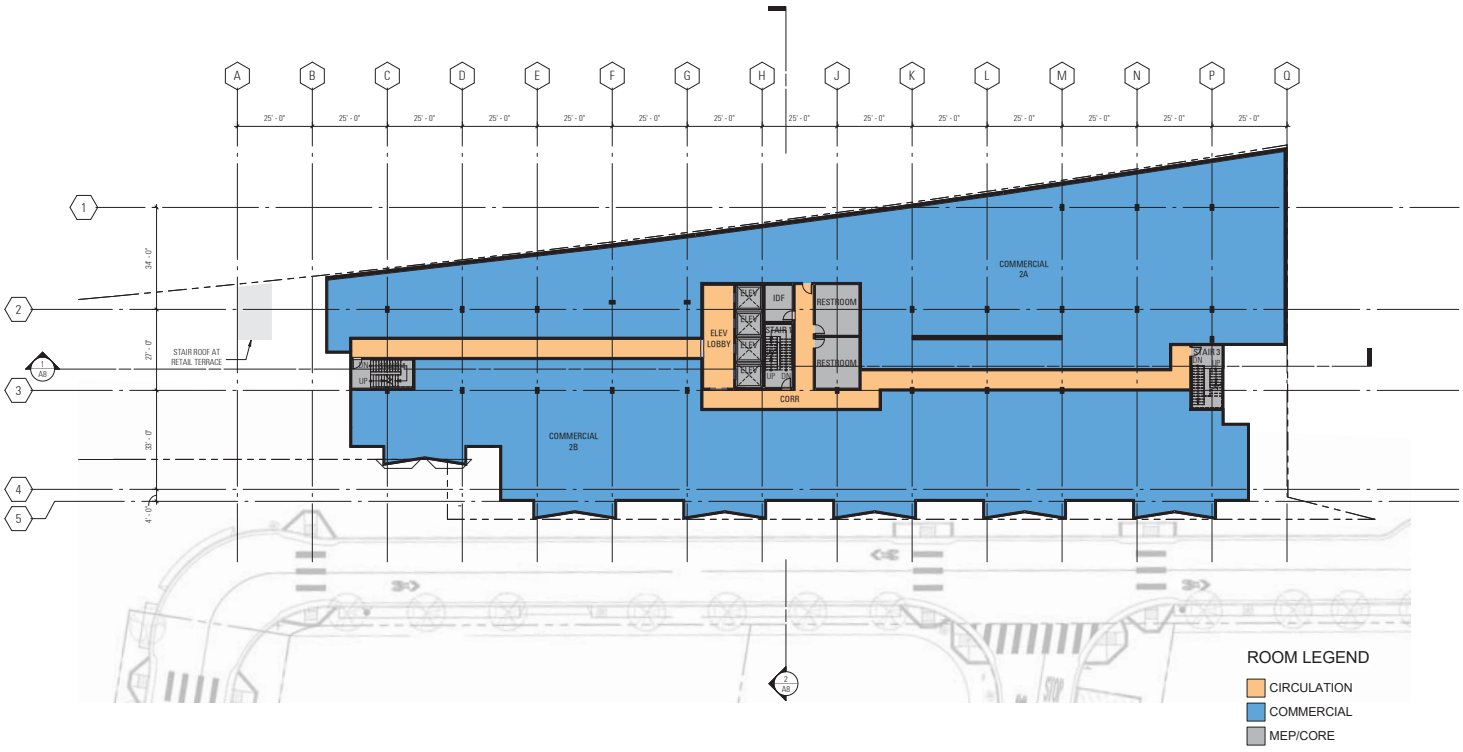
14093 | 06.30.17

8' 32' 64'
0 16' 48'
SCALE: 1/16" = 1'-0"

A3

JES002959

1025 Battery



BLANKEN AVE.

SOUTH BUILDING - LEVELS 2-5

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

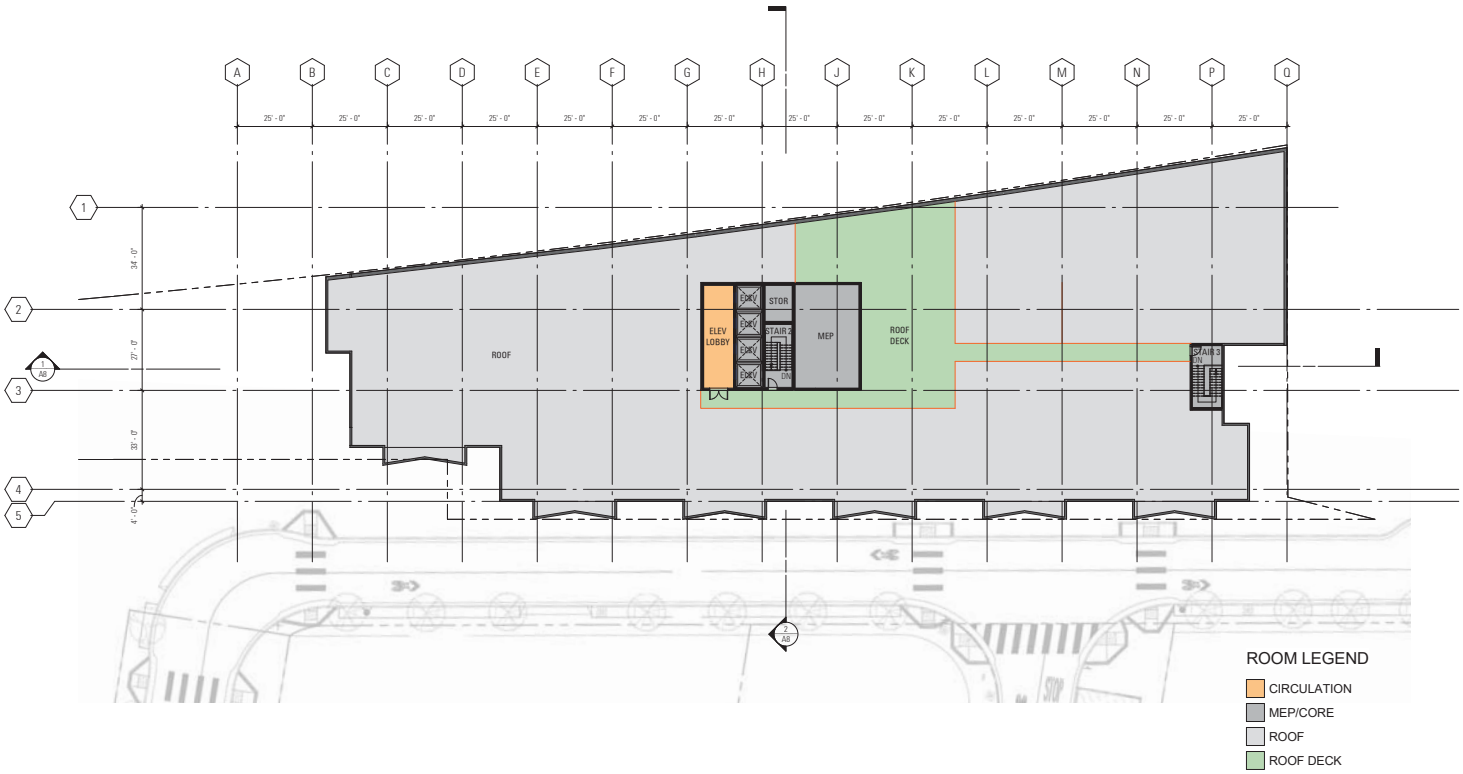
martinbuildingcompany

14093 | 06.30.17

SCALE: 1/16" = 1'-0"

A4

JES002960



BLANKEN AVE.

SOUTH BUILDING - ROOF PLAN

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 06.30.17

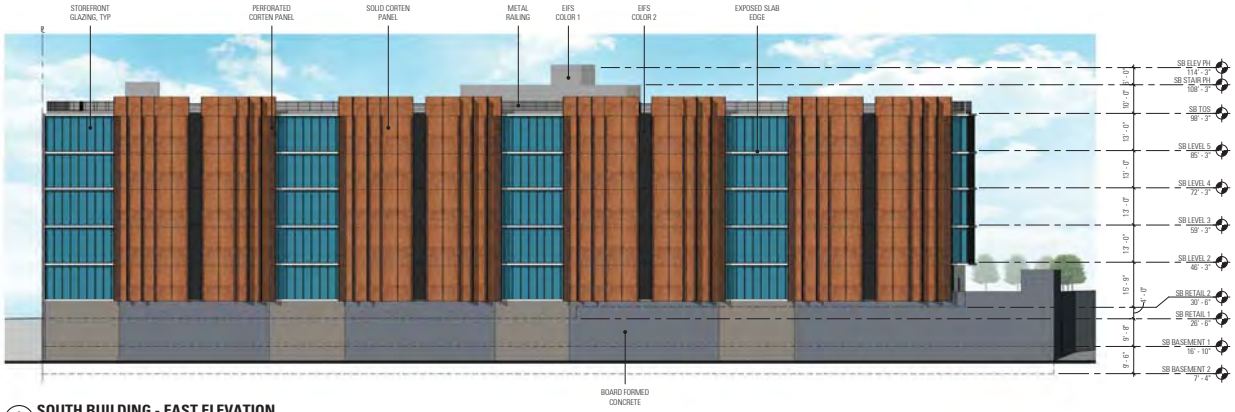
SCALE: 1/16" = 1'-0"

A5

JES002961



1 A6 **SOUTH BUILDING - WEST ELEVATION**
1/16" = 1'-0"



2 A6 **SOUTH BUILDING - EAST ELEVATION**
1/16" = 1'-0"

BLANKEN AVE.

SOUTH BUILDING - WEST & EAST ELEVATIONS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

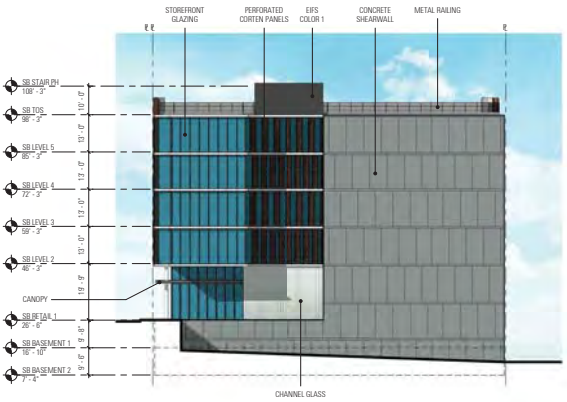
14093 | 06.30.17

0 16' 32' 48' 64'
SCALE: 1/16" = 1'-0"

A6

JES002962

1028 3972



1 / A7 **SOUTH BUILDING - SOUTH ELEVATION**
1/16" = 1'-0"



2 / A7 **SOUTH BUILDING - NORTH ELEVATION**
1/16" = 1'-0"

BLANKEN AVE.

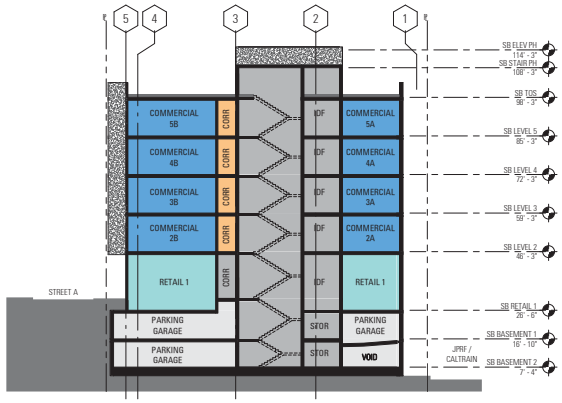
SOUTH BUILDING - SOUTH & NORTH ELEVATIONS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com
martinbuildingcompany

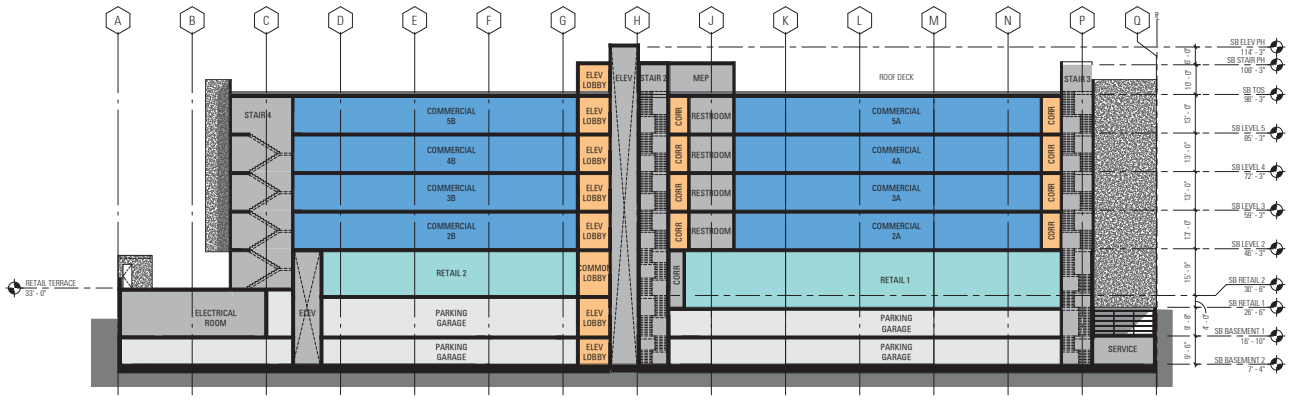
14093 | 06.30.17 | 0 8' 16' 32' 48' 64' SCALE: 1/16" = 1'-0" | **A7**

JES002963

1029 3rd



2 / A8 **SECTION B**
1/16" = 1'-0"



1 / A8 **SECTION A**
1/16" = 1'-0"

BLANKEN AVE.

SOUTH BUILDING - SECTIONS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 06.30.17

0 8' 16' 32' 48' 64'
SCALE: 1/16" = 1'-0"

A8

JES002964

1030 Bayshore 3774



BLANKEN AVE.

SOUTH BUILDING - PERSPECTIVE 1

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 06.30.17 |

A9

JES002965



BLANKEN AVE.

SOUTH BUILDING - PERSPECTIVE 2

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 06.30.17 |

A10

JES002966

1032 Ave 376



BLANKEN AVE.

SOUTH BUILDING - PERSPECTIVE 3

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 06.30.17 |

A11

JES002967



BLANKEN AVE.

SOUTH BUILDING - PERSPECTIVE 4

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 06.30.17 |

A12

JES002968

1034 3rd



BLANKEN AVE.

SOUTH BUILDING - PERSPECTIVE 5

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

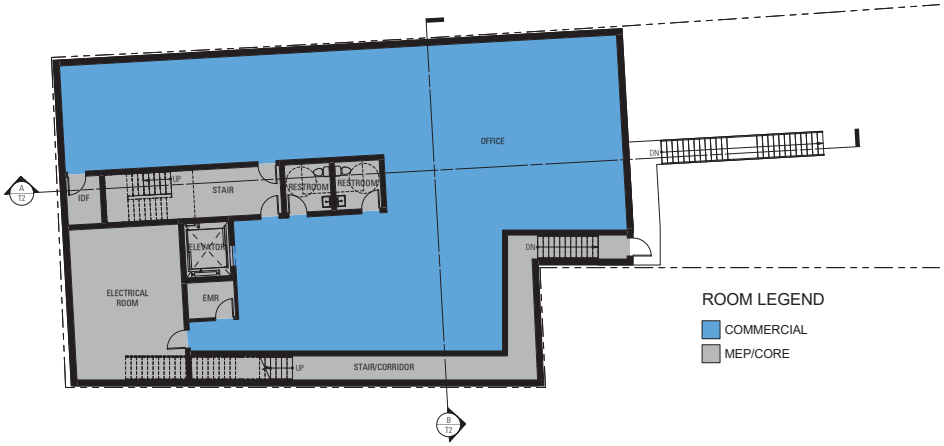
martinbuildingcompany

14093 | 06.30.17 |

A13

JES002969

1035 Bay



1 / T0 **BASEMENT LEVEL**
1/8" = 1'-0"

NORTH BUILDING - AREA BREAKDOWN (GSF)				
	DAYCARE	OFFICE	COMMON/CORE	TOTAL FLOOR SF
LEVEL 2		2,888	573	3,461
LEVEL 1	3,115		584	3,699
B1		3,476	1,611	5,087
TOTAL TYPE SF	3,115	6,364	2,768	12,247

DAYCARE PLAY AREA (NOT PART OF GSF) 1,173

BLANKEN AVE.

NORTH BUILDING - BASEMENT

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 06.30.17

4' 16' 32'
0 8' 24'
SCALE: 1/8" = 1'-0"

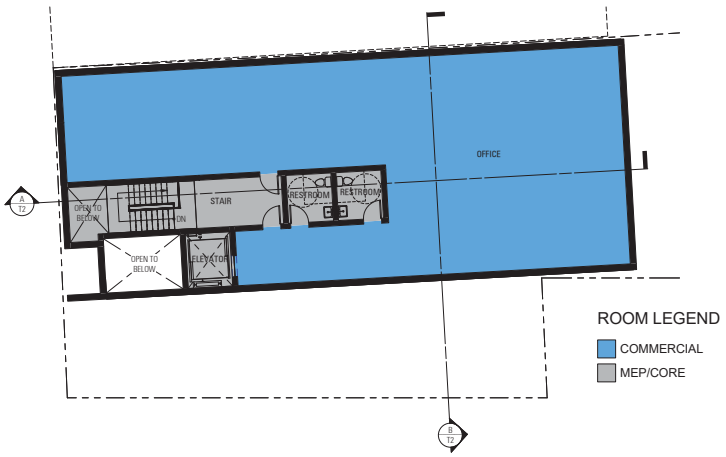
T0

JES002970

1036 Bair



1 T1 **LEVEL 1**
1/8" = 1'-0"



2 T1 **LEVEL 2**
1/8" = 1'-0"

BLANKEN AVE.

NORTH BUILDING - LEVELS 1 & 2

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

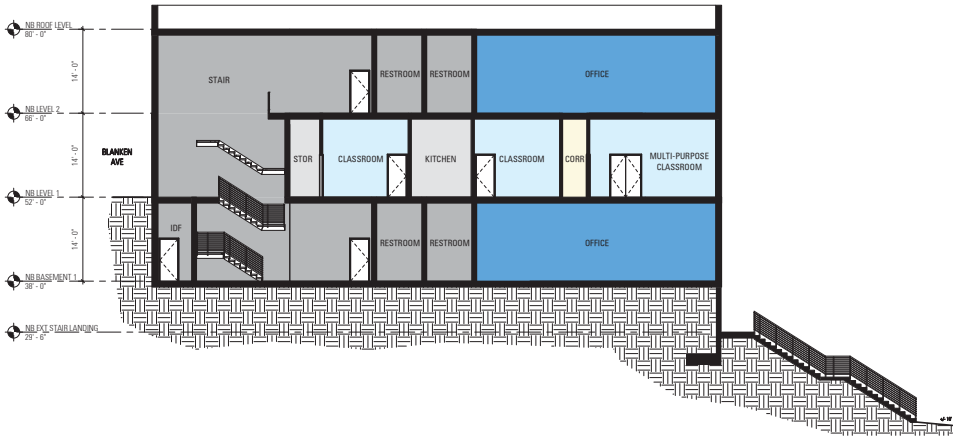
martinbuildingcompany

14093 | 06.30.17

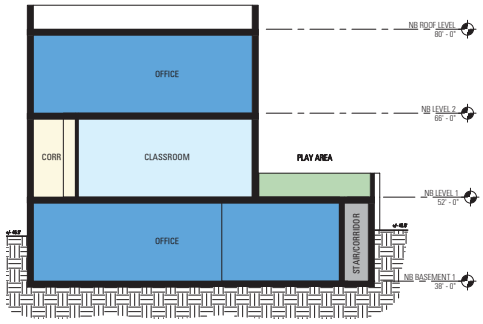
4' 16' 32'
0 8' 24'
SCALE: 1/8" = 1'-0"

T1

JES002971



A T2 **SECTION A**
1/8" = 1'-0"



B T2 **SECTION B**
1/8" = 1'-0"

BLANKEN AVE.

NORTH BUILDING - SECTIONS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com
martinbuildingcompany

14093 | 06.30.17

0 4' 8' 16' 24' 32'
SCALE: 1/8" = 1'-0"

T2

JES002972

1038 1082



FENCE LINE CONTINUES ALONG PROPERTY -
TOP EDGE SHOWN DASHED FOR CLARITY

BLANKEN AVE.

NORTH BUILDING - PERSPECTIVE OPTION 1

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 06.30.17 | SCALE:

T3

JES002973

1039 Blanken



FENCE LINE CONTINUES ALONG PROPERTY -
TOP EDGE SHOWN DASHED FOR CLARITY

BLANKEN AVE.

NORTH BUILDING - PERSPECTIVE OPTION 2

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 06.30.17 | SCALE:

T4

JES002974

1040 Bdwy



FENCE LINE CONTINUES ALONG PROPERTY -
TOP EDGE SHOWN DASHED FOR CLARITY

BLANKEN AVE.

NORTH BUILDING - PERSPECTIVE OPTION 3

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 06.30.17 | SCALE:

T5

JES002975



FENCE LINE CONTINUES ALONG PROPERTY -
TOP EDGE SHOWN DASHED FOR CLARITY

BLANKEN AVE.

NORTH BUILDING - PERSPECTIVE OPTION 4

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 06.30.17 | SCALE:

T6

JES002976



FENCE LINE CONTINUES ALONG PROPERTY -
TOP EDGE SHOWN DASHED FOR CLARITY

BLANKEN AVE.

NORTH BUILDING - PERSPECTIVE OPTION 5

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

martinbuildingcompany

14093 | 06/30/17 | SCALE:

T7

JES002977

EXHIBIT F-37

TO

DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

Exh. 37 to Deposition of Patrick McNerney as PMK of Defendant 424 Jessie Historic Properties, LLC –
E-mail from Julie Heinzler to Patrick McNerney re Zoning dated September 16, 2019

EXHIBIT F-37

Kimberly Berndt

From: Julie Heinzler
Sent: Monday, September 16, 2019 1:08 PM
To: Patrick M. McNerney
Subject: RE: what is status on blanken rezone?

I spoke with the planner (Diego Sanchez) working on this. It's a massive rezone to ultimately eliminate the M-1 zoning use from the city (except Port property). There are about 300 existing M-1 properties and this rezone would include ~170 of those. He expects a planning commission "initialization" hearing to be held this fall, but he said it's been kind of put on the back burner due to other more important projects. After this first step then they would start more outreach/research.
He said assuming it gets rezoned, it would likely not be included with an existing SUD overlay.

I'm not entirely clear what use category a data center would fall under, but it seems like maybe "Internet Services Exchange" – which is **not** permitted in the planning code in MUG (it's a Conditional Use in the current M-1 district). Here is the list of non-residential uses in MUG:

Institutions			
840.30	Hospital, Medical Centers	§ 890.44	NP
840.31	Residential Care Facility	§ 102	P
840.32	Educational Services	§ 890.50(c)	C for post-secondary institutions; P for all other
840.33	Religious Facility	§ 890.50(d)	C
840.34	Assembly and Social Service	§ 890.50(a)	P
840.35	Child Care Facility	§ 102	P
840.36	Medical Cannabis Dispensary	§§ 102, 202.2(e), 890.133	C in the Central SoMa SUD; P elsewhere
Vehicle Parking			
840.40	Automobile Parking Lot	§§ 890.7890.9, 890.11	NP
840.41	Automobile Parking Garage	§§ 303, 890.8, 890.10, 890.12	C; subject to criteria of Sec. 303.
Retail Sales and Services			
840.45	All Retail Sales and Services that are not listed below	§§ 121.6, 803.9(g), 890.104, 890.116	P up to 25,000 gross sq.ft. per lot; above 25,000 gross sq. ft. permitted only if the ratio of other permitted uses to retail is at least 3:1.
840.46	Formula Retail	§§ 102, 249.78, 303, 303.1	In the Central SoMa SUD, NP for Restaurants, Limited Restaurants, and Bars; C for all other Formula Retail Uses. Elsewhere, C for all Formula Retail Uses. If approved, subject to size controls in Section 840.45.
840.47	Bar	§ 790.22	C. If approved, subject to size controls in Section 840.45.
840.48	Liquor Store	§ 790.55	C. If approved, subject to size controls in Section 840.45.
840.49	Ambulance Service	§§ 840.45, 890.2	C. If approved, subject to size controls in Section 840.45.
840.50	Self-Storage	§ 890.54(d)	NP

Exhibit
0037

840.51	Tourist Hotel	890.46	C
840.52	Cannabis Retail	§§ 202.2(a), 890.125	C. Subject to size controls in Section 840.45.
Assembly, Recreation, Arts and Entertainment			
840.55	Arts Activity	§ 102.2	P
840.56	Nighttime Entertainment	§§ 102.17, 181(f) , 249.78,803.5(b)	P in Central SoMa SUD; NP elsewhere
840.57	Adult Entertainment	§ 890.36	NP
840.58	Amusement Arcade	§ 890.4	NP
840.59	Massage Establishment	§ 890.60	NP
840.60	Movie Theater	§ 890.64	P, up to three screens
840.61	Pool Hall not falling within Category 890.50(a)	§ 221(f)	C
840.62	Recreation Building, not falling within Category 840.34	§ 221(e)	P
Office			
840.65	Office Uses in Landmark Buildings in Historic Districts	§§ 803.9(b), 890.70	P
840.65A	Services, Professional; Services Financial; Services Medical	§§ 890.108, 890.110, 890.114	Subject to vertical control of Sec. 803.9(f). P on the ground floor when primarily open to the general public on a client-oriented basis.
840.66	All Other Office Uses	§§ 803.9(f), 890.70, 890.118	Subject to vertical control of Sec. 803.9(f)
840.67	Live/Work Units	§ 233	NP
Motor Vehicle Services			
840.70	Vehicle Storage - Open Lot	§ 890.131	NP
840.71	Vehicle Storage - Enclosed Lot or Structure	§§ 303890.132	C; subject to criteria of Sec. 303 .
840.72	Motor Vehicle Service Station, Automotive Wash	§§ 890.18, 890.20	P
840.73	Motor Vehicle Repair	§ 890.15	P
840.74	Automobile Tow Service	§ 890.19	C
840.75	Non-Auto Vehicle Sales or Rental	§ 890.69	P
Industrial, Home, and Business Service			
840.78	Wholesale Sales	§ 890.54(b)	P
840.79	Light Manufacturing	§ 890.54(a)	P
840.80	Trade Shop	§ 890.124	P
840.81	Catering Service	§ 890.25	P
840.82	Business Goods and Equipment Repair Service	§ 890.23	P
840.83	Business Service	§ 890.111	P
840.84	Commercial Storage	§ 890.54(c)	P

840.85	Laboratory, life science	§ 890.53	NP
840.86	Laboratory, not including life science laboratory	§§ 890.52, 890.53	P
840.87	Industrial Agriculture	§ 102	P
Other Uses			
840.90	Mortuary Establishment	§ 227(c)	NP
840.91	Animal Services	§ 224	NP
840.92	Public Use, except Public Transportation Facility and Internet Service Exchange	§§ 209.6(c), 890.80	P
840.94	Internet Services Exchange	§ 209.6(c)	NP
840.95	Public Transportation Facilities	§ 890.80	P
840.96	Open Air Sales	§§ 803.9(d), 890.38	P
840.97A	Open Recreation	§§ 209.5(a), 209.5(b)	P
840.97B	Neighborhood Agriculture	§ 102	P
840.97C	Large-Scale Urban Agriculture	§ 102	C
840.98	Walk-up Facility, including Automated Bank Teller Machine	§ 890.140	P
840.99	Wireless Telecommunications Services Facility	§ 102	C; P if the facility is a Micro WTS Facility

Julie Heinzler, AIA
Director of Architecture

MARTIN BUILDING COMPANY
66 Mint Street, First Floor
San Francisco, CA 94103

14 Main Street
Tiburon, CA 94920
t:415.348.4644 f:415.348.8058
www.martinbuilding.com

From: Patrick M. McNerney
Sent: Monday, September 16, 2019 9:23 AM
To: Julie Heinzler
Subject: what is status on blanken rezone?

Patrick McNerney
President

MARTIN BUILDING COMPANY
66 Mint Street, First Floor

EXHIBIT G

TO

DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

E-mail from Jeff Lowenthal to Stephen Preonas dated January 20, 2021 and attached License Agreement for Entry and Use of Surface of Property dated February 18, 2019 between JHP and Proven Management, Inc. ("Proven")

EXHIBIT G

From:	Jeffrey H. Lowenthal
To:	Stephen Preonas
Cc:	Dana Andreoli
Subject:	Visitacion
Date:	Wednesday, January 20, 2021 2:13:32 PM
Attachments:	JES004164.pdf

Steve, attached is the Proven Management document identified by Patrick today.

Jeffrey H. Lowenthal
Steyer Lowenthal Boodrookas
Alvarez & Smith LLP
235 Pine Street, 15th Floor
San Francisco CA 94104
Direct 415 743 2809
Mobile 415 640 2900
jlowenthal@steyerlaw.com

Begin forwarded message:

> **From:** "Jeffrey H. Lowenthal" <jlowenthal@steyerlaw.com>
> **Date:** January 20, 2021 at 2:09:52 PM PST
> **To:** "Jeffrey H. Lowenthal" <jlowenthal@steyerlaw.com>
> **Subject: JES004164.pdf**

Jeffrey H. Lowenthal
Steyer Lowenthal Boodrookas
Alvarez & Smith LLP
235 Pine Street, 15th Floor
San Francisco CA 94104
Direct 415 743 2809
Mobile 415 640 2900
jlowenthal@steyerlaw.com<mailto:jlowenthal@steyerlaw.com>

LICENSE AGREEMENT FOR ENTRY AND USE SURFACE OF PROPERTY

This LICENSE AGREEMENT TO ENTER AND USE SURFACE OF PROPERTY ("Agreement") dated to be effective as of February 18, 2019, is made and entered into by and between 424 Jessie Historic Property, LLC, ("Licensor"), and Proven Management, Inc. ("Licensee").

RECITALS

1. Licensor is the owner or is the authorized agent of the owner of certain premises described as Assessor's Parcel Number Block 5087, Lot 004, situated on or about San Francisco County.

2. Licensee desires permission of Licensor for access to and use of said premises, and Licensor is agreeable to provide access to and use of said premises for the limited purpose and for the limited time as agreed to by the parties herein.

AGREEMENT

Now, therefore, and in consideration of the mutual covenants, promises, and the exchange of consideration described herein, Licensor and Licensee agree as follows:

1. Grant of Right of Entry. Licensor hereby grants the exclusive right ("License") to Licensee and its officers, employees, consultants, contractors, and authorized representatives as well as their respective employees, subcontractors and suppliers, for the purposes and upon the terms and conditions set forth below, to enter upon those certain parcels of real property commonly known and described as Assessor's Parcel Number Block 5087, Lot 004 located to the west of current JPB premises, as depicted as a blue-lined rectangle on the illustration attached hereto as **Exhibit A**, ("Site") or ("Premises"). The license provides Licensee with a non-revocable, temporary, non-possessory and exclusive license to have access to and use of the Site and is not intended to grant any interest in real property of any kind or nature.

2. Permitted Use of Site. Licensee shall have the right to enter and use only the surface of the site for the purpose of loading and off-loading as well as short term storage of materials at the Site, together with necessary rights of ingress and egress to and from the Site depicted by a red arrow as set forth on Exhibit A. Licensee shall not permit any damage or nuisance on the Site, nor permit to be placed any hazardous or explosive material, nor have any right to remove materials or ores within or underlying the Site or its surrounding area.

3. "AS IS" Use. The use permitted by this license is on an "AS IS" basis with all faults of the Site waived or accepted by Licensee. Licensee acknowledges that Licensor has made no representations of any kind in connection with soils, improvements, or physical

condition of the site or the surrounding areas, or bearing on Licensee's use of the Site, whether express or implied.

4. Prior Rights. This License is made subject to all other licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, and claims of title that may affect the Site that are in effect as of the Effective Date of this license, as well as, by the physical terrain or obstructions that may exist thereon.

5. Term of License. The rights granted to Licensee pursuant to this License shall commence on February 18, 2019, and shall terminate on approximately April 18, 2019, (THE "TERM") but in no case no later than May 13, 2019 (the ~~"Term"~~ "EXTENSION PERIOD"). Licensor hereby grants Licensee and option to extend the License beyond the Term on a week by week basis from the date the Term expires ("Extension Period"). The License shall be non-revocable during the Term, and if applicable, each Extension Period. Exercise of each Extension Period shall be in writing delivered to Licensor no less than 7 calendar days prior to the expiration of the then existing Term or Extension Period.

6. Compensation for Use of Property. The sum of ~~Seven~~ FIFTEEN Thousand ~~Five Hundred~~ Dollars ($5,000) ~~($7,500.00)~~ shall be paid for the Term of License. In the event that Licensee exercises its option to extend the Term, Licensee shall pay One Thousand Seven Hundred Thirty Dollars ($1,730.00) per week. Such payment shall be due in advance of each Extension Period.

7. Permit from Government Agencies. Licensee shall, at its own cost and expense, secure all permits and other authorizations required by law, whether federal, state, local, or city, for its use of the Site as provided by this Agreement and agrees to fully conform to all laws, ordinances, and regulations pertaining thereto. Either Licensor or Licensee may terminate this Lease if any government body seeks to impose any condition or approval of Licensee's use of the Premises that will adversely affect Licensee's use, Licensor's use, the Site, and/or value.

8. Care and Restoration of Premises. Licensee shall keep the Site, including any improvements located thereon, in safe condition and in good order, condition and repair at all times during the License Term. In the event of damage caused by Licensee, Licensee will IMMEDIATELY restore the Premises at its own expense, ~~and in a timely manner~~. Upon termination of this Agreement, any and all material or property permitted herein belonging to Licensee will be promptly removed and the Site restored to its original condition.

9. Alterations. Licensee shall not make any alterations, additions, or improvements (collectively "Alterations") in, on, or to the Site without the prior written consent of Licensor, ~~which consent shall be unreasonably withheld or delayed.~~

10. Liens. Licensee shall not permit any mechanics' or materialmen's liens, stop orders, or other liens (collectively, "Liens") to be filed against the Site or Licensor's adjacent property by reason of labor or materials furnished at Licensee's instance or request. If any such Liens are filed against the Site or Licensor's adjacent property, Licensee shall cause the same to be discharged of record either by payment of the claim or by posting and recording a bond contemplated by California Civil Code Section 3143, within 20 days after written demand by Licensor. Licensee shall indemnify, hold harmless, and defend Licensor from and against any and all such liens and any sums claimed therein.

11. Indemnification. Licensee shall indemnify and hold h armless Licensor and its respective directors, officers, employees, agents, contractors, any other person acting on Licensor's behalf, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly or severally (collectively, "Licensor Indemnitees") from and against any and all liabilities, penalties, losses, damages, costs, loss of rent, expenses, demands, causes of action, claims of judgments (collectively, "Liabilities") arising out of or in connection with (a) the use, maintenance, occupation, alteration, or improvement of the Site by Licensee, (b) any act, omission or neglect of Licensee, and/or (c) any breach or default by Licensee of any of the terms, covenants or conditions of this Agreement.

12. Insurance. Licensee is required to procure and maintain at its sole cost and expense the following insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of the License.

MINIMUM TYPES AND SCOPE OF INSURANCE

A. Workers Compensation Insurance

a. Statutory Limits

b. Such insurance shall include the following endorsements:

Waiver of Subrogation

B. Commercial General Liability Insurance

Commercial General Liability Insurance for bodily injury and property damage coverage of at least $1 million per occurrence or claim and a general aggregate limit of at least $2 million. For any construction and public works projects, the insurance shall not have any exclusions for Explosion, Collapse, and Underground perils, and for construction or demolition work within 50 feet of railroad tracks, the contractual liability exclusions for liability assumed shall be deleted.

a. This insurance shall include coverage for, but not be limited to:

Premises and operations;
Personal injury.

C. Business Automobile Liability Insurance

Business Automobile Liability Insurance providing bodily injury and property damage coverage of at least $1 million per accident or loss. This insurance shall include coverage for:

All Owned vehicles;
Non-Owned vehicles;
Hired or rental vehicles.

Such insurance shall include the following endorsements:

Additional Insured;
Primary and Non-Contributory wording;
Waiver of Subrogation.

Licensee shall promptly deliver to Licensor a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required coverage for the term specified herein. Such certificate shall be delivered to Licensor not less than three business days after to the expiration date of any policy.

13. Non-Liability of Licensor. Licensee shall indemnify and hold Licensor harmless from any damage to the Site including compensation for any loss of income and any bodily injury or death resulting from the use of the Site provided, however, Licensee shall not be obligated to indemnify Licensor to the extent any claim arises out of the sole negligence or willful misconduct of Licensor or its Agents.

14. Default. The occurrence of any of the following shall constitute a material breach and default ("Default") of this Agreement by Licensee:

A. Any failure by Licensee to pay when due any of the moneys or charges payable by Licensee;

B. A failure by Licensee to observe or perform any other provision of this Agreement to be observed or performed by Licensee when such failure is not corrected within 10 days after written notice thereof from Licensor; or if such failure cannot be cured within this 10-day period, as determined by Licensor in its reasonable discretion, if such cure is not commenced within 30 days of Licensor's written notice and thereafter diligently pursued to completion;

C. The happening of any of the following events: (a) filing or institution by Licensee of any proceeding under the Bankruptcy Act and any amendment thereto, or any other

federal or state act now or hereafter relating to the subject of bankruptcy, insolvency, arrangement, reorganization, or other form of debtor relief, (b) the institution or filing of any involuntary proceeding against Licensee under any of the aforementioned laws unless such proceeding is dismissed within 30 days thereafter, (c) an adjudication of bankruptcy or a finding or judgment of insolvency of Licensee, (d) an assignment for the benefit of creditors by Licensee, (e) the levy of a writ of execution of the business of Licensee or the assets of Licensee located on the Premises which is not discharged within 10 days after the date of said levy, or (f) the appointment of a receiver to take possession of any property of Licensee.

15. Remedies. In the event of a Default of Licensee, Licensor may, at any time thereafter, terminate Licensee's right to use the Premises by any lawful means, in which case this License shall terminate, and Licensee shall immediately remove all of its property and improvements and surrender its further use or possession of the Premises to Licensor. Licensor may also pursue any other remedy now or hereafter available to Licensor under the law of California.

16. Surrender of the Premises. Upon expiration or earlier termination of this License, Licensee shall leave the Premises in neat and clean condition, and free of all personal property of Licensee. All repairs, alterations, and/or other improvements made by Licensee shall become the property of Licensor, provided that Licensor may, by written notice given to licensee on not less than 10 days prior to the expiration or termination of this Agreement, require Licensee to remove any such Alterations and improvements from the Premises and to restore the Premises to their original condition prior to termination of this Lease.

17. Holding Over. If Licensee, without Licensor's written consent, remains in possession of all or part of the Premises after expiration or earlier termination of this Agreement, such occupancy shall be construed to be a license for week-to-week subject to the terms and conditions of this Agreement.

18. Attorney's Fees. If either party brings any action against the other to enforce any provision of this License or collect any sum due hereunder, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees, in addition to any other remedies to which it may be entitled.

19. Notices. Except as otherwise specified herein, any notices given under this Agreement shall be effective only if in writing addressed as follows (or to such other address as either party may from time to time specify in writing to the other):

Licensor: 424 Jessie Historic Property, LLC
c/o Martin Building Company

14 Main Street
Tiburon, CA 94920
Attn: Patrick McNerney

Licensee: Proven Management, Inc.
225 3rd Street
Oakland, CA 94607
Attn: William Gilmartin III

20. Miscellaneous Provisions.

A. Non-Waiver. Licensor's failure to enforce or exercise its rights with respect to any provision hereof shall not be construed as a waiver of such rights or of such provision. Acceptance of use charges or any other sum shall not be a waiver of any preceding beach by Licensee of any provision hereof, regardless of Licensor's knowledge of such preceding breach at the time of acceptance of such payment; nor shall such acceptance be a waiver in any way of Licensor's right to terminate this Agreement pursuant to its provisions.

B. Time of Essence. Time is of the essence of each provision of this License. Any reference to "days" shall mean calendar days except as otherwise expressly provided in this License.

C. Entire Agreement. This License sets forth the entire agreement between the parties with respect to the use of the Premises and supersedes all prior and/or contemporaneous agreements, communications, and representations, oral or written, expressed or implied, since the parties intend that this be an integrated agreement. This License may not be modified except by written and executed agreement of the parties.

D. Successors and Assigns. This License shall bind the heirs, executors, administrators, successors, and assigns of any and all of the parties hereto.

E. Authority. Each individual executing this License on behalf of the party they represent hereby warrants that he or she is duly authorized to executed and deliver this License on behalf of their principal, and that this License is binding upon their principal in accordance with its terms.

F. Governing Law. This License shall be governed by and construed in accordance with the laws of California as applied to contracts that are made and to be performed entirely in California.

G. Captions. All captions and heading in this License are for the purposes of reference and convenience only and shall not limit or expand the provisions of this License.

H. Counterparts. This License may be entered into in counterparts, each of which shall be deemed an original but both of which together shall be deemed a single agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused to be executed, this Lease as of the day and year first above written.

Address of Landlord:
14 Main Street
Tiburon, CA 94920

Address of Tenant:
225 3rd Street
Oakland, CA 94607

LANDLORD:
BY MARTIN MCHERNEY DEVELOPMENT, INC, ITS MANAGER

Patrick McNerney
Its: President

TENANT:

William Gilmartin III
Its: Vice President

EXHIBIT H

TO

DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

Letter from Stephen Preonas to Patrick McNerney of 424 Jessie Historic Properties, LLC dated September 13, 2019

EXHIBIT H

KATZOFF & RIGGS LLP
A LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AT LAW
1500 Park Avenue, Suite 300
EMERYVILLE, CALIFORNIA 94608
www.katzoffriggs.com

Telephone (510) 597-1990
Facsimile (510) 597-0295
Writer's Direct Dial (310) 226-7843
Writer's E-Mail spreonas@katzoffriggs.com

September 13, 2019

VIA GOLDEN STATE OVERNIGHT FOR MONDAY DELIVERY

Patrick McNerney
424 Jessie Historic Properties, LLC
Martin McNerney Development Inc.
14 Main Street
Tiburon, CA 94920

Re: Former Southern Pacific and Union Pacific Railroad Company (both "the RR") Property Located in Visitation Valley of San Francisco Owned by 424 Jessie Historic Properties, LLC ("JHP"), APNs 5087-004 and 5087-005 ("the JHP Property"); Easements described in February 5, 2015 Quitclaim Deed Conveying the JHP Property from the RR to Patrick McNerney ("the Easements")

Dear Mr. McNerney:

This office represents Visitacion Investment, LLC ("Visitacion") with respect to the above referenced matters. Please address further communications regarding these matters to this office. Visitacion is an affiliate of Universal Paragon Corporation ("UPC") that was formerly known as Tuntex (U.S.A.) Inc. ("Tuntex").

Visitacion owns real property in Visitation Valley of San Francisco ("the Visitacion Property") that includes the location of the former Schlage Lock Factory ("the Schlage Property"). The Visitacion Property also includes certain parcels adjacent to the Schlage Property formerly owned by the RR ("the RR Property"). As you are no doubt aware, Visitacion is currently pursuing a major redevelopment project at the Visitacion Property to convert the industrial property to residential and mixed use ("the Project").

As further background, Tuntex initially acquired the RR Property from the RR on August 10, 1990. At this time, the RR retained the following two separate parcels (both "the Dominant Estates") adjacent to the RR Property: (1) the JHP Property; and (2) a parcel later acquired by UPC that is now a portion of the Visitacion Property (referred to for convenience as "Parcel A"). The RR then continued railroad operations on the Dominant Estates.

In connection with its continued railroad operations on the Dominant Estates the RR reserved in itself the three Easements over the RR Property. The RR set forth its reservation of the Easements in Exhibit B to the Grant Deed dated August 1, 1990 attached as Exhibit 1 to the enclosed draft complaint and recorded August 10, 1990 as Instrument No. E761808[1], granting the RR Property from the RR to Tuntex. Exhibit B provides the following purpose for the Easements:

> to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment.

The Easements also describe their abandonment and termination as follows:

> Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance a satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph.

The Easements listed in Exhibit B are referred to as "Form of Railroad Easement" and consist of the following three "Schedules":

- Schedule 1 – Railroad Main Line Easement – describing a "main track"
- Schedule 2 – Drill & Spur Track Easement – describing a "drill track right of way" and "spur track right of way"
- Schedule 3 – Access Roadway Easement

The RR later transferred the JHP Property to you, and then you subsequently conveyed it to JHP. Both Visitacion and JHP intend to develop their respective Dominant Estates for non-railroad uses. Visitacion is pursuing the Project and has relinquished all of its rights in the Easements. JHP, through its corporate manager Martin and McNerney Development Inc., submitted the plans attached as Exhibit 5 to the enclosed complaint to the City of San Francisco for residential development of the JHP Property. Neither of the Dominant Estates have been used for railroad purposes for many years and the current owners of these parcels have never used them for this purpose.

As a result of the RR's transfer of the JHP Property for non-railroad use and the termination of

[1] This deed was later modified by that certain Deed Correcting Description of Rail Easement dated July 23, 1991 and recorded August 22, 1991 that did not modify the substance or purpose of the Easements. This correction deed is attached as Exhibit 2 to the enclosed draft complaint.

railroad operations on that parcel, the Easements have been abandoned and extinguished by their own terms and by operation law. This abandonment includes any rights to maintain or install communications equipment that are completely ancillary to the railroad use of the Easements.

The great weight of legal authority supports this conclusion. California Civil Code § 811(3) states that an easement (or "servitude") is extinguished by "the performance of any act upon either tenement, by the owner of the servitude, or with his assent, which is incompatible with its nature or exercise."

The case law uniformly supports the termination and abandonment of former railroad easements to allow for re-development where railroad use no longer continues. (*Ocean Shore Railroad Co.* v. *Doelger* (1954) 127 Cal.App.2d 392, 401 (dominant owner may terminate the easement by abandoning; Restatement of Property § 504.) Even where an easement is "perpetual" or granted "in perpetuity" it will not prevent application of the doctrine of abandonment. As to railroad easements in particular, it is well-settled that an easement acquired for railroad purposes may be lost by abandonment. (*People* v. *Ocean Shore Railroad, Inc.* (1948) 32 Cal.2d 406, 417.)

Here, the sale of the Dominant Estates to real estate developers, the termination of railroad operations on the Dominant Estates and JHP's pursuit of residential development of the JHP Property manifest the intention to abandon use of the Easements for railroad purposes. (*Ocean S.R.*, 127 Cal.App.2d at 401 (railroad easement held abandoned where railroad company conveyed the land to others to be dedicated to other purposes.))

Based upon the foregoing and as required by the terms of the Easements, we respectfully request that JHP please execute, in the presence of a notary, the enclosed Quitclaim Deed relinquishing all of its title in the Easements and return it in the enclosed, self-addressed, stamped envelope. We request that JHP do so on or before September 27, 2019. In the event that JHP fails to do so, Visitacion will file the enclosed draft complaint to extinguish the Easements and record a Notice of Pending Action on the JHP Property.

Thank you for your attention to this matter. Of course, should you have any comments or questions please let us know.

Sincerely,

Stephen G. Preonas

SGP:krla
Encl.

Recording Requested By
And When Recorded Mail To:

Stephen G. Preonas
Katzoff & Riggs LLP
1500 Park Avenue, Suite 300
Emeryville, CA 94608

(Space Above This Line For Recorder's Use)

QUITCLAIM DEED

APNs: 5087-005, 5087-004
No consideration – Less than $100

For value received,

424 Jessie Historic Properties, LLC, a California limited liability company, QUITCLAIMS TO: **Visitacion Investment, LLC**, a California limited liability company,

All recorded easement rights of said Quitclaimor, including any easements for railroad purposes, in the lands described in Exhibit A to this Quitclaim Deed, located in the City and County of San Francisco, commonly known as, **APNs 5102-009**, **5102-001, 5102-006** and more particularly described in that certain Form of Railroad Easement Reserved by Southern Pacific Transportation Company in that certain Grant Deed dated August 1, 1990 and recorded on August 10, 1990 in the Official Records of San Francisco County as Instrument No. E761808; as modified by that certain Deed Correcting Description of Rail Easement dated July 23, 1991, and recorded on August 22, 1991 in the Official Records of San Francisco as Instrument No. E962735; as identified and more particularly described as "Schedule 1", "Schedule 2" and "Schedule 3" in Exhibit A to the Quitclaim Deed from Union Pacific Railroad Company to Patrick McNerney dated January 21, 2015 and recorded on February 5, 2015 in the Official Records of San Francisco as Instrument No. 2015-K016863-00; and further identified and described as "Schedule 1", "Schedule 2" and "Schedule 3" in Exhibit A in that certain Grant Deed from Patrick McNerney to 424 Jessie Historic Properties, LLC dated August 17, 2016 and recorded on September 14, 2016 in the Official Records of San Francisco as Instrument No. 2016-K328238-00

QUITCLAIMOR: 424 Jessie Historic Properties, LLC

_____

By: Patrick McNerney
Its Managing Member

[attach notarial acknowledgement]

PK
7-25-90

EXHIBIT "A"

SF. Recorder's Office AUG 10 1990

LEGAL DESCRIPTION

All that real property situated in the City and County of San Francisco, State of California, described as follows:

PARCEL ONE:

Lot 6, as said lot is shown on the map of Parcel Map Book 16, Page 40, filed July 16, 1980, in the Office of the County Recorder of the City and County of San Francisco, State of California.

PARCEL TWO:

Lot 8, as said lot is shown on the map of Parcel Map Book 16, Page 40, filed July 16, 1980, in the Office of the County Recorder of the City and County of San Francisco, State of California.

Excepting therefrom that portion of said land described as follows:

Commencing at a point in that certain course having a length of 596.75 feet as shown in the easterly line of said Lot 8, distant thereon South 1°16'55" West 190.00 feet from the northerly terminus of said course; thence continuing along said course South 1°16'55" West 408.52 feet to the southerly terminus of said course; thence leaving said course, North 28°08'04" West 70.12 feet to a point in a line that is concentric with and distant 18 feet easterly, measured radially from the existing center line of Southern Pacific Transportation Company's spur track and the existing center line of Southern Pacific Transportation Company's westbound main track (San Francisco-San Luis Obispo); thence along said concentric line as follows: Northerly on a curve to the right, having a radius of 600.00 feet, a central angle of 18°29'24" (tangent to said curve at last mentioned point bears North 13°35'41" West), an arc distance of 193.63 feet to a point of compound curve, and northerly on a curve to the right, having a radius of 5691.69 feet, a central angle of 1°34'15", an arc distance of 156.05 feet; thence leaving said concentric line, South 88°43'05" East 41.39 feet to the point of commencement.

S.F. Recorder's Office AUG 10 1990

PARCEL THREE:

Commencing at a point on the southerly line of Sunnydale Avenue, distant thereon 105 feet and 8 inches easterly from the easterly line of Milliken Street; running thence easterly along the said southerly line of Sunnydale Avenue 138 feet and 8 inches; thence at a right angle southerly 224 feet and 5 inches; thence at a right angle westerly 138 feet and 8 inches; and thence at a right angle northerly 224 feet and 5 inches to the point of commencement.

Excepting therefrom that portion lying within San Mateo County.

PARCEL FOUR:

Commencing at a point on the southerly line of Sunnydale Avenue (formerly Tobin Street), distant thereon 244 feet 4 inches easterly from the easterly line of Milliken Street; running thence South 71-1/2° East along the southerly line of Sunnydale Avenue 277 feet 4 inches; thence South 18-1/2° West 224 feet 5 inches; thence North 71-1/2° West 277 feet 4 inches; thence North 18-1/2° East 224 feet 5 inches to the point of commencement.

Excepting therefrom that portion lying within San Mateo County.

EXHIBIT I

TO

DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

Declaration of John Rahaim

EXHIBIT I

JOHN RAHAIM declares:

1. I am the former Planning Director of the City and County of San Francisco ("the City"). I have personal knowledge of the matters set forth herein and can competently testify thereto, if called to testify.

2. I served as San Francisco Planning Director from Jan 2008 – May 2020. Prior to working as the San Francisco Planning Director I worked in planning for the City of Seattle for nine years, and prior to that for the City of Pittsburgh for 15 years.

3. While serving as San Francisco Planning Director, I was aware of a large project ("the Schlage Lock Project") to redevelop for residential use the former Schlage Lock factory and certain adjacent parcels formerly owned by Southern Pacific/Union Pacific Railroad ("RR" and the "RR Property"), in San Francisco's Visitacion Valley neighborhood.

4. The plan to redevelop the Schlage Lock Property for residential use had been ongoing prior to my joining San Francisco as Planning Director. The redevelopment of the Schlage Lock Property to increase San Francisco's housing supply was an important goal for the City and the Planning Department.

5. Through a development company, Patrick McNerney, a real estate developer, owned or controlled a parcel adjacent the Schlage Lock property. Mr. McNerney's adjacent land (the JHP Property") had historically been railroad property.

6. While serving as San Francisco Planning Director I was aware of several real estate development projects that involved Mr. McNerney. These included the proposed construction of a residential project on the JHP Property adjacent to the Schlage Lock site, and another separate project located at 88 Arkansas Street in the Potrero Hill

neighborhood ("the 88 Arkansas Project").

7. As Planning Director, my agency was responsible for reviewing many development projects, including the Schlage Lock Project, the JHP Project and the 88 Arkansas Project.

8. One of the issues that arose regarding the Schlage Lock Project was the existence of three historical railroad easements ("the Easements") across the Schlage Lock Property for the benefit of the JHP property.

9. Due to the recording of the Easements in the chain of title the Planning Department became concerned about the effect of these easements on the Schlage Lock Project.

10. When my staff made me aware of the concerns, I communicated with Mr. McNerney in writing. These communications included my letter to Mr. McNerney of November 24, 2015. A true copy of this letter is attached as Exhibit 1.

11. I followed up on my November 24, 2015 letter by meeting with Mr. McNerney along with City staff to discuss the JHP Project and releasing the Easements.

12. On November 25, 2015, Mr. McNerney sent an e-mail to me, other City and Planning Department staff, responding to my November 24, 2015 letter. On this e-mail, Mr. McNerney also copied Malia Cohen, who at the time was the Supervisor for San Francisco District 10, which includes Visitacion Valley and the Schlage Factory site. This e-mail developed into a longer e-mail thread including me, Planning Department staff, and San Francisco Office of Economic and Workforce Development staff, and concluded with an e-mail to me from Erika Jackson dated December 9, 2015. A true and correct copy of this e-mail thread is attached as Exhibit 2.

13. This thread discusses Mr. McNerney's request that the Planning Department rezone the JHP Property to mixed used (that would allow for a higher density building) in exchange for his formal release of the Easements.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed in San Francisco, California on February 24, 2021.

JOHN RAHAIM

EXHIBIT 1

SAN FRANCISCO
PLANNING DEPARTMENT

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

November 24, 2015

Andrew Junius
Reuben, Junius and Rose
One Bush St, Suite 600
San Francisco, CA 94104

Patrick McNerney
Martin Building Company
14 Mint Plaza, 5th Floor
San Francisco, CA 94103

Re: PPA Case No. 2015-006509PPA for 2201 Bayshore Boulevard

Dear Mr. Junius and Mr. McNerney,

The purpose of this letter is to follow up on the Preliminary Project Assessment (PPA) issued by the Planning Department on August 7, 2015 for the property at 2201 Bayshore Boulevard. The subject PPA proposed two new residential buildings totaling approximately 188,000 square feet with a total of 205 dwelling units and 156 parking spaces. The south building is proposed to be 68 feet tall with 7 stories above grade and 2 below grade parking levels. The north building is proposed to be 57 feet tall with 6 stories above grade and 2 below grade storage levels. To enable this development the PPA proposes to change the Zoning District from M-1 to MUG, and to change the Height and Bulk District from 40-X to 57-X and 68-X.

As noted in the PPA, the Visitacion Valley/Schlage Lock Design for Development (D4D) and Open Space and Streetscape Master Plan (OSSMP) (together "the Plans"), which emerged after 15 years of community process, identified the potential for a modest amount of housing on the southern portion of the site consistent with density limits of existing M-1 zoning and the existing 40-foot height limit Notably, the Plans call for a portion of the subject property (specifically the northern portion) to be developed as a community open space and access-ways that include community gardens, safe and landscaped pedestrian connections, well-designed stairs, fitness areas, and landscaped slopes. As such, the Department encourages the provision of public open space on the northern portion of this site consistent with adopted Plans as one of the key public benefits that would form the basis for consideration of zoning and height changes that would permit more development than currently permitted on the property or envisioned in the Plans. Toward this end, the Department would encourage the creation of a public open space from Bayshore/Blanken Avenue to roughly the extension of Raymond Avenue that is well-connected and accessible to the public. It would also be important to establish a welcoming pedestrian connection between Bayshore Boulevard and Street A.

Exhibit
0018

I want to reiterate that the Planning Department is fully committed to working collaboratively with Martin Building to move forward a project and rezoning proposal that is consistent with and complements the recent community planning efforts and adopted plans while providing more housing development opportunity than allowed under current zoning. The Planning Department would expect any zoning and height/bulk reclassification of this site to be vetted through a public engagement process that includes consideration of design and public benefits, including both public open space and housing affordability. The Planning Department is eager and willing to help lead that community engagement effort.

Again, the Planning Department appreciates the opportunity to provide early feedback on Martin Building's development concept at 2201 Bayshore Boulevard and looks forward to further discussions with your team about this opportunity to enhance the Visitacion Valley community and participate in addressing our City's housing needs. Feel free to contact me at any time at (415) 558-6411 or John.Rahaim@sfgov.org.

Sincerely,

John Rahaim
Director of Planning

cc:
Supervisor Malia Cohen
Ken Rich, Office of Economic and Workforce Development
Emily Lesk, Office of Economic and Workforce Development
Dan Sider, Planning Department
Joshua Switzky, Planning Department
John Francis, Planning Department
Claudia Flores, Planning Department
Jeremy Shaw, Planning Department
Erika Jackson, Planning Department

EXHIBIT 2

From: Jackson, Erika
To: Rahaim, John (CPC); Lesk, Emily (ECN)
Cc: Rich, Ken (ECN); Sider, Dan (CPC); Switzky, Joshua (CPC); Francis, John (CPC); Flores, Claudia (CPC); Shaw, Jeremy (CPC); Green, Andrea (CPC)
Subject: RE: PPA Case No. 2015-006509PPA for 2201 Bayshore Boulevard
Date: Wednesday, December 09, 2015 2:02:00 PM

Hi John,
If 88 Arkansas will be discussed at the meeting, please also loop in Kate Conner, who is the project planner.

Thanks,
Erika

From: Rahaim, John (CPC)
Sent: Wednesday, December 09, 2015 1:40 PM
To: Lesk, Emily (ECN)
Cc: Rich, Ken (ECN); Sider, Dan (CPC); Switzky, Joshua (CPC); Francis, John (CPC); Flores, Claudia (CPC); Shaw, Jeremy (CPC); Jackson, Erika; Green, Andrea (CPC)
Subject: RE: PPA Case No. 2015-006509PPA for 2201 Bayshore Boulevard

Ok so it looks as though we should wait till the week of the 4th for the meeting. Does everyone on this list need to attend?

From: Lesk, Emily (ECN)
Sent: Wednesday, December 09, 2015 12:30 PM
To: Rahaim, John (CPC)
Cc: Rich, Ken (ECN); Sider, Dan (CPC); Switzky, Joshua (CPC); Francis, John (CPC); Flores, Claudia (CPC); Shaw, Jeremy (CPC); Jackson, Erika; Green, Andrea (CPC)
Subject: RE: PPA Case No. 2015-006509PPA for 2201 Bayshore Boulevard

Hi all,

I touched base with Andrea Bruss, and the Supervisor is in total agreement with us on this. However, she'd like John, Ken, and if necessary the Mayor to manage the conversation with Patrick going forward. To that end, Ken would like to attend whatever meeting gets scheduled with Patrick to discuss the Bayshore project, so please loop him in.

Andrea also conveyed that Supervisor Cohen would be supportive of us discussing 88 Arkansas at the Bayshore/Schlage meeting.

Thanks,
Emily

Emily Lesk
Direct: (415) 554-6162
Email: emily.lesk@sfgov.org

From: Lesk, Emily (ECN)
Sent: Wednesday, December 02, 2015 11:55 AM
To: Rahaim, John (CPC) <john.rahaim@sfgov.org>
Cc: Rich, Ken (ECN) <ken.rich@sfgov.org>; Sider, Dan (CPC) <dan.sider@sfgov.org>; Switzky, Joshua (CPC) <joshua.switzky@sfgov.org>; Francis, John (CPC) <John.Francis@sfgov.org>; Flores, Claudia (CPC) <claudia.flores@sfgov.org>; Shaw, Jeremy (CPC) <jeremy.shaw@sfgov.org>; Jackson, Erika <erika.jackson@sfgov.org>; Green, Andrea (CPC) <andrea.green@sfgov.org>
Subject: RE: PPA Case No. 2015-006509PPA for 2201 Bayshore Boulevard

Totally agreed. This is causing a headache for DPW, too, as Schlage tries to explore additional workarounds. I think the immediate next step may be for Supervisor Cohen's office to follow up with Patrick and remind him of his original promise. I'm happy to reach out to Andrea Bruss, or should that come from Planning?

Emily Lesk
Direct: (415) 554-6162
Email: emily.lesk@sfgov.org

From: Rahaim, John (CPC)
Sent: Wednesday, December 02, 2015 11:45 AM
To: Lesk, Emily (ECN) <emily.lesk@sfgov.org>
Cc: Rich, Ken (ECN) <ken.rich@sfgov.org>; Sider, Dan (CPC) <dan.sider@sfgov.org>; Switzky, Joshua (CPC) <joshua.switzky@sfgov.org>; Francis, John (CPC) <john.francis@sfgov.org>; Flores, Claudia (CPC) <claudia.flores@sfgov.org>; Shaw, Jeremy (CPC) <jeremy.shaw@sfgov.org>; Jackson, Erika <erika.jackson@sfgov.org>; Green, Andrea (CPC) <andrea.green@sfgov.org>
Subject: RE: PPA Case No. 2015-006509PPA for 2201 Bayshore Boulevard

Forgive my frustration, but I have no interest in giving Patrick anything more than we have given him. His purchase of this property and holding up of Schlage is BS. We have told him we would consider the rezoning. We will not go further with him. If necessary, I think the city should use the public bully pulpit or have the mayor talk to him.

From: Lesk, Emily (ECN)
Sent: Wednesday, December 02, 2015 11:26 AM
To: Rahaim, John (CPC)
Cc: Rich, Ken (ECN); Sider, Dan (CPC); Switzky, Joshua (CPC); Francis, John (CPC); Flores, Claudia (CPC); Shaw, Jeremy (CPC); Jackson, Erika; Green, Andrea (CPC)
Subject: RE: PPA Case No. 2015-006509PPA for 2201 Bayshore Boulevard

Planning team,

Can you all let us know when this meeting is happening and keep us posted on the outcome?

Will the objective be to get to a place where you can give greater assurances to Patrick? As a reminder, Patrick originally told Supervisor Cohen that he would release the easement if Planning demonstrated general openness to rezoning for greater density (which the latest letter did), but now

he seems to be saying that he needs you to confirm buy-in for the specific building proposal. Is there potential to reach some middle ground (e.g. general assurances around height/envelope) in the near term?

Thanks,
Emily

Emily Lesk
Direct: (415) 554-6162
Email: emily.lesk@sfgov.org

From: Patrick M. McNerney [mailto:pmcnerney@martinbuilding.com]
Sent: Wednesday, November 25, 2015 7:34 AM
To: ajunius@reubenlaw.com; Rahaim, John (CPC) <john.rahaim@sfgov.org>
Cc: Cohen, Malia (BOS) <malia.cohen@sfgov.org>; Rich, Ken (ECN) <ken.rich@sfgov.org>; Lesk, Emily (ECN) <emily.lesk@sfgov.org>; Sider, Dan (CPC) <dan.sider@sfgov.org>; Switzky, Joshua (CPC) <joshua.switzky@sfgov.org>; Francis, John (CPC) <john.francis@sfgov.org>; Flores, Claudia (CPC) <claudia.flores@sfgov.org>; Shaw, Jeremy (CPC) <jeremy.shaw@sfgov.org>; Jackson, Erika <erika.jackson@sfgov.org>; Green, Andrea (CPC) <andrea.green@sfgov.org>; Julie Heinzler <julie@martinbuilding.com>
Subject: PPA Case No. 2015-006509PPA for 2201 Bayshore Boulevard

Good morning John,

Thank you very much for sending the letter regarding our project at 2201 Bayshore Blvd (aka Blanken Avenue project). As requested in my email earlier this morning, I would like to have a meeting with you and your team to specifically address several points from your letter as well as to review our updated project plans. More specifically, the meeting agenda would include the following issues:

1. Schlage Lock site easement relief: In reading your letter (and because I am an optimist), I believe you are suggesting that Planning could/would support our higher density building on the south end of the site (revising the zoning from heavy commercial to mixed use). I would like to confirm that this is indeed an accurate assumption. Once confirmed, we would be able to release an access easement that burdens the Schlage Lock development site as we would no longer need the sweeping roadway (for heavy commercial purposes) provided by said easement. As you may already be aware, the developers of the Schlage Lock site are suggesting that this easement relief is required for them to commence grading operations (so this is the most timely issue).

2. North building versus open space: Your letter clearly states that open space (versus any construction at all) would be preferable and necessary for the northern portion of the site. If this is set in-stone, and a requirement for the permission to develop the southern building (in accordance with MUG and the Plans), then we will accept this condition. However, I feel it would be very beneficial to all parties (even including community stakeholders) to review

our current (tremendously downscaled) designs for the north building and to discuss the pros and cons of open space versus development. More specifically, primarily due to development efficiencies, here is what the north building is affording the project.

a. Increasing the affordability on the entire project from 15% to 20%. This north building is helping enhance the overall project efficiencies, thus enabling us to add approximately 12 more BMR units to the project (at 55% AMI).
b. Adding 16 (at least) 3-bedroom family units to the project. The north building is designed in such a manner that the residential portion is all 3-bedroom family units. The elimination of this building would (unfortunately) eliminate most of the 3-bedroom units from the project.
c. Adding a 6,000sf (64 children) childcare facility to the project. Being able to develop some of the land area on the northern portion of the site allows us more room for a fairly large, ground floor childcare facility with its adjacent (and significant) outdoor space. Due to the need for adjacent outdoor space (and the economic requirements for the south portion of the site), the only place that this community-serving childcare space can be located is within our northern footprint.

In conclusion, I feel a meeting would be best to review the latest project designs and to (hopefully) resolve the points above. However, in the interest of time (especially as it presumably relates to the commencement of the Schlage Lock site grading operations), we could try to address the first point via phone call or email. I will make myself available for either direction.

As always, thank you very much for your support and consideration.

Sincerely,

Patrick McNerney
President

MARTIN BUILDING COMPANY
14 Mint Plaza, Fifth Floor
San Francisco, CA 94103
t: 415.348.4600 f: 415.348.8058
www.martinbuilding.com

EXHIBIT J

TO

DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

Declaration of Emily Lesk

EXHIBIT J

EMILY LESK declares:

1. I was a Project Manager for the Office of Economic and Workforce Development ("OEWD") for the City and County of San Francisco ("the City"). I have personal knowledge of the matters set forth herein and can competently testify thereto, if called to testify.

2. I worked at OEWD from April 2012 through November 2018. My duties at OEWD included facilitating large-scale public-private development projects on behalf of the City.

3. While working at OEWD, I was involved in a residential redevelopment project at the former Schlage Lock Factory property in the Visitacion Valley neighborhood of San Francisco ("the Schlage Lock Property" and "the Schlage Lock Project"). The project site was bordered by adjacent property historically owned by a railroad ("RR" and the "RR Property").

4. OEWD became involved in this project because the redevelopment of the Schlage Lock Property to increase the housing supply for the City was an important goal for the City and OEWD.

5. The Schlage Lock Property is adjacent to a much smaller property located near the northeast corner of the Schlage Lock Property ("the JHP Property"). While I was working on this project, Patrick McNerney or an entity associated with him became the owner of the JHP Property.

6. I became aware that Mr. McNerney was heading a separate residential construction project on the JHP Property ("the JHP Project").

7. One of the issues that arose regarding the Schlage Lock Project was the

existence of historical railroad easements ("the Easements") that facilitated access to what is now the JHP Property.

8. I was copied on a letter dated November 24, 2015, from John Rahaim, the then Director of the City Planning Department, to Mr. McNerney. A true copy of this letter is attached as Exhibit 1.

9. The following day, November 25, 2015, Mr. McNerney sent an e-mail to Director Rahaim that copied me, the other OEWD and Planning Department staff and Malia Cohen, who was at the time serving as Supervisor for San Francisco's District 10, which includes Visitacion Valley and the site of the Schlage Lock project. This e-mail then developed into a longer e-mail thread between Director Rahaim, me and other Planning Department and OEWD staff and concluded with an e-mail to Director Rahaim from Erika Jackson dated December 9, 2015. A true and correct copy of this e-mail thread is attached as Exhibit 2.

10. This thread discusses Mr. McNerney's request that the City rezone the JHP Property to mixed used (that would allow for a higher density building) in exchange for his formal release of the Easements.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed in Oakland, California on February 25, 2021.

EMILY LESK

EXHIBIT 1

SAN FRANCISCO
PLANNING DEPARTMENT

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

November 24, 2015

Andrew Junius
Reuben, Junius and Rose
One Bush St, Suite 600
San Francisco, CA 94104

Patrick McNerney
Martin Building Company
14 Mint Plaza, 5th Floor
San Francisco, CA 94103

Re: PPA Case No. 2015-006509PPA for 2201 Bayshore Boulevard

Dear Mr. Junius and Mr. McNerney,

The purpose of this letter is to follow up on the Preliminary Project Assessment (PPA) issued by the Planning Department on August 7, 2015 for the property at 2201 Bayshore Boulevard. The subject PPA proposed two new residential buildings totaling approximately 188,000 square feet with a total of 205 dwelling units and 156 parking spaces. The south building is proposed to be 68 feet tall with 7 stories above grade and 2 below grade parking levels. The north building is proposed to be 57 feet tall with 6 stories above grade and 2 below grade storage levels. To enable this development the PPA proposes to change the Zoning District from M-1 to MUG, and to change the Height and Bulk District from 40-X to 57-X and 68-X.

As noted in the PPA, the Visitacion Valley/Schlage Lock Design for Development (D4D) and Open Space and Streetscape Master Plan (OSSMP) (together "the Plans"), which emerged after 15 years of community process, identified the potential for a modest amount of housing on the southern portion of the site consistent with density limits of existing M-1 zoning and the existing 40-foot height limit Notably, the Plans call for a portion of the subject property (specifically the northern portion) to be developed as a community open space and access-ways that include community gardens, safe and landscaped pedestrian connections, well-designed stairs, fitness areas, and landscaped slopes. As such, the Department encourages the provision of public open space on the northern portion of this site consistent with adopted Plans as one of the key public benefits that would form the basis for consideration of zoning and height changes that would permit more development than currently permitted on the property or envisioned in the Plans. Toward this end, the Department would encourage the creation of a public open space from Bayshore/Blanken Avenue to roughly the extension of Raymond Avenue that is well-connected and accessible to the public. It would also be important to establish a welcoming pedestrian connection between Bayshore Boulevard and Street A.

Exhibit
0018

I want to reiterate that the Planning Department is fully committed to working collaboratively with Martin Building to move forward a project and rezoning proposal that is consistent with and complements the recent community planning efforts and adopted plans while providing more housing development opportunity than allowed under current zoning. The Planning Department would expect any zoning and height/bulk reclassification of this site to be vetted through a public engagement process that includes consideration of design and public benefits, including both public open space and housing affordability. The Planning Department is eager and willing to help lead that community engagement effort.

Again, the Planning Department appreciates the opportunity to provide early feedback on Martin Building's development concept at 2201 Bayshore Boulevard and looks forward to further discussions with your team about this opportunity to enhance the Visitacion Valley community and participate in addressing our City's housing needs. Feel free to contact me at any time at (415) 558-6411 or John.Rahaim@sfgov.org.

Sincerely,

John Rahaim
Director of Planning

cc:
Supervisor Malia Cohen
Ken Rich, Office of Economic and Workforce Development
Emily Lesk, Office of Economic and Workforce Development
Dan Sider, Planning Department
Joshua Switzky, Planning Department
John Francis, Planning Department
Claudia Flores, Planning Department
Jeremy Shaw, Planning Department
Erika Jackson, Planning Department

EXHIBIT 2

From:	Jackson, Erika
To:	Rahaim, John (CPC); Lesk, Emily (ECN)
Cc:	Rich, Ken (ECN); Sider, Dan (CPC); Switzky, Joshua (CPC); Francis, John (CPC); Flores, Claudia (CPC); Shaw, Jeremy (CPC); Green, Andrea (CPC)
Subject:	RE: PPA Case No. 2015-006509PPA for 2201 Bayshore Boulevard
Date:	Wednesday, December 09, 2015 2:02:00 PM

Hi John,
If 88 Arkansas will be discussed at the meeting, please also loop in Kate Conner, who is the project planner.

Thanks,
Erika

From: Rahaim, John (CPC)
Sent: Wednesday, December 09, 2015 1:40 PM
To: Lesk, Emily (ECN)
Cc: Rich, Ken (ECN); Sider, Dan (CPC); Switzky, Joshua (CPC); Francis, John (CPC); Flores, Claudia (CPC); Shaw, Jeremy (CPC); Jackson, Erika; Green, Andrea (CPC)
Subject: RE: PPA Case No. 2015-006509PPA for 2201 Bayshore Boulevard

Ok so it looks as though we should wait till the week of the 4th for the meeting. Does everyone on this list need to attend?

From: Lesk, Emily (ECN)
Sent: Wednesday, December 09, 2015 12:30 PM
To: Rahaim, John (CPC)
Cc: Rich, Ken (ECN); Sider, Dan (CPC); Switzky, Joshua (CPC); Francis, John (CPC); Flores, Claudia (CPC); Shaw, Jeremy (CPC); Jackson, Erika; Green, Andrea (CPC)
Subject: RE: PPA Case No. 2015-006509PPA for 2201 Bayshore Boulevard

Hi all,

I touched base with Andrea Bruss, and the Supervisor is in total agreement with us on this. However, she'd like John, Ken, and if necessary the Mayor to manage the conversation with Patrick going forward. To that end, Ken would like to attend whatever meeting gets scheduled with Patrick to discuss the Bayshore project, so please loop him in.

Andrea also conveyed that Supervisor Cohen would be supportive of us discussing 88 Arkansas at the Bayshore/Schlage meeting.

Thanks,
Emily

Emily Lesk
Direct: (415) 554-6162
Email: emily.lesk@sfgov.org

From: Lesk, Emily (ECN)
Sent: Wednesday, December 02, 2015 11:55 AM
To: Rahaim, John (CPC) <john.rahaim@sfgov.org>
Cc: Rich, Ken (ECN) <ken.rich@sfgov.org>; Sider, Dan (CPC) <dan.sider@sfgov.org>; Switzky, Joshua (CPC) <joshua.switzky@sfgov.org>; Francis, John (CPC) <John.Francis@sfgov.org>; Flores, Claudia (CPC) <claudia.flores@sfgov.org>; Shaw, Jeremy (CPC) <jeremy.shaw@sfgov.org>; Jackson, Erika <erika.jackson@sfgov.org>; Green, Andrea (CPC) <andrea.green@sfgov.org>
Subject: RE: PPA Case No. 2015-006509PPA for 2201 Bayshore Boulevard

Totally agreed. This is causing a headache for DPW, too, as Schlage tries to explore additional workarounds. I think the immediate next step may be for Supervisor Cohen's office to follow up with Patrick and remind him of his original promise. I'm happy to reach out to Andrea Bruss, or should that come from Planning?

Emily Lesk
Direct: (415) 554-6162
Email: emily.lesk@sfgov.org

From: Rahaim, John (CPC)
Sent: Wednesday, December 02, 2015 11:45 AM
To: Lesk, Emily (ECN) <emily.lesk@sfgov.org>
Cc: Rich, Ken (ECN) <ken.rich@sfgov.org>; Sider, Dan (CPC) <dan.sider@sfgov.org>; Switzky, Joshua (CPC) <joshua.switzky@sfgov.org>; Francis, John (CPC) <john.francis@sfgov.org>; Flores, Claudia (CPC) <claudia.flores@sfgov.org>; Shaw, Jeremy (CPC) <jeremy.shaw@sfgov.org>; Jackson, Erika <erika.jackson@sfgov.org>; Green, Andrea (CPC) <andrea.green@sfgov.org>
Subject: RE: PPA Case No. 2015-006509PPA for 2201 Bayshore Boulevard

Forgive my frustration, but I have no interest in giving Patrick anything more than we have given him. His purchase of this property and holding up of Schlage is BS. We have told him we would consider the rezoning. We will not go further with him. If necessary, I think the city should use the public bully pulpit or have the mayor talk to him.

From: Lesk, Emily (ECN)
Sent: Wednesday, December 02, 2015 11:26 AM
To: Rahaim, John (CPC)
Cc: Rich, Ken (ECN); Sider, Dan (CPC); Switzky, Joshua (CPC); Francis, John (CPC); Flores, Claudia (CPC); Shaw, Jeremy (CPC); Jackson, Erika; Green, Andrea (CPC)
Subject: RE: PPA Case No. 2015-006509PPA for 2201 Bayshore Boulevard

Planning team,

Can you all let us know when this meeting is happening and keep us posted on the outcome?

Will the objective be to get to a place where you can give greater assurances to Patrick? As a reminder, Patrick originally told Supervisor Cohen that he would release the easement if Planning demonstrated general openness to rezoning for greater density (which the latest letter did), but now

he seems to be saying that he needs you to confirm buy-in for the specific building proposal. Is there potential to reach some middle ground (e.g. general assurances around height/envelope) in the near term?

Thanks,
Emily

Emily Lesk
Direct: (415) 554-6162
Email: emily.lesk@sfgov.org

From: Patrick M. McNerney [mailto:pmcnerney@martinbuilding.com]
Sent: Wednesday, November 25, 2015 7:34 AM
To: ajunius@reubenlaw.com; Rahaim, John (CPC) <john.rahaim@sfgov.org>
Cc: Cohen, Malia (BOS) <malia.cohen@sfgov.org>; Rich, Ken (ECN) <ken.rich@sfgov.org>; Lesk, Emily (ECN) <emily.lesk@sfgov.org>; Sider, Dan (CPC) <dan.sider@sfgov.org>; Switzky, Joshua (CPC) <joshua.switzky@sfgov.org>; Francis, John (CPC) <john.francis@sfgov.org>; Flores, Claudia (CPC) <claudia.flores@sfgov.org>; Shaw, Jeremy (CPC) <jeremy.shaw@sfgov.org>; Jackson, Erika <erika.jackson@sfgov.org>; Green, Andrea (CPC) <andrea.green@sfgov.org>; Julie Heinzler <julie@martinbuilding.com>
Subject: PPA Case No. 2015-006509PPA for 2201 Bayshore Boulevard

Good morning John,

Thank you very much for sending the letter regarding our project at 2201 Bayshore Blvd (aka Blanken Avenue project). As requested in my email earlier this morning, I would like to have a meeting with you and your team to specifically address several points from your letter as well as to review our updated project plans. More specifically, the meeting agenda would include the following issues:

1. Schlage Lock site easement relief: In reading your letter (and because I am an optimist), I believe you are suggesting that Planning could/would support our higher density building on the south end of the site (revising the zoning from heavy commercial to mixed use). I would like to confirm that this is indeed an accurate assumption. Once confirmed, we would be able to release an access easement that burdens the Schlage Lock development site as we would no longer need the sweeping roadway (for heavy commercial purposes) provided by said easement. As you may already be aware, the developers of the Schlage Lock site are suggesting that this easement relief is required for them to commence grading operations (so this is the most timely issue).

2. North building versus open space: Your letter clearly states that open space (versus any construction at all) would be preferable and necessary for the northern portion of the site. If this is set in-stone, and a requirement for the permission to develop the southern building (in accordance with MUG and the Plans), then we will accept this condition. However, I feel it would be very beneficial to all parties (even including community stakeholders) to review

our current (tremendously downscaled) designs for the north building and to discuss the pros and cons of open space versus development. More specifically, primarily due to development efficiencies, here is what the north building is affording the project.

a. Increasing the affordability on the entire project from 15% to 20%. This north building is helping enhance the overall project efficiencies, thus enabling us to add approximately 12 more BMR units to the project (at 55% AMI).
b. Adding 16 (at least) 3-bedroom family units to the project. The north building is designed in such a manner that the residential portion is all 3-bedroom family units. The elimination of this building would (unfortunately) eliminate most of the 3-bedroom units from the project.
c. Adding a 6,000sf (64 children) childcare facility to the project. Being able to develop some of the land area on the northern portion of the site allows us more room for a fairly large, ground floor childcare facility with its adjacent (and significant) outdoor space. Due to the need for adjacent outdoor space (and the economic requirements for the south portion of the site), the only place that this community-serving childcare space can be located is within our northern footprint.

In conclusion, I feel a meeting would be best to review the latest project designs and to (hopefully) resolve the points above. However, in the interest of time (especially as it presumably relates to the commencement of the Schlage Lock site grading operations), we could try to address the first point via phone call or email. I will make myself available for either direction.

As always, thank you very much for your support and consideration.

Sincerely,

Patrick McNerney
President

MARTIN BUILDING COMPANY
14 Mint Plaza, Fifth Floor
San Francisco, CA 94103
t: 415.348.4600 f: 415.348.8058
www.martinbuilding.com



EXHIBIT K

TO

DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

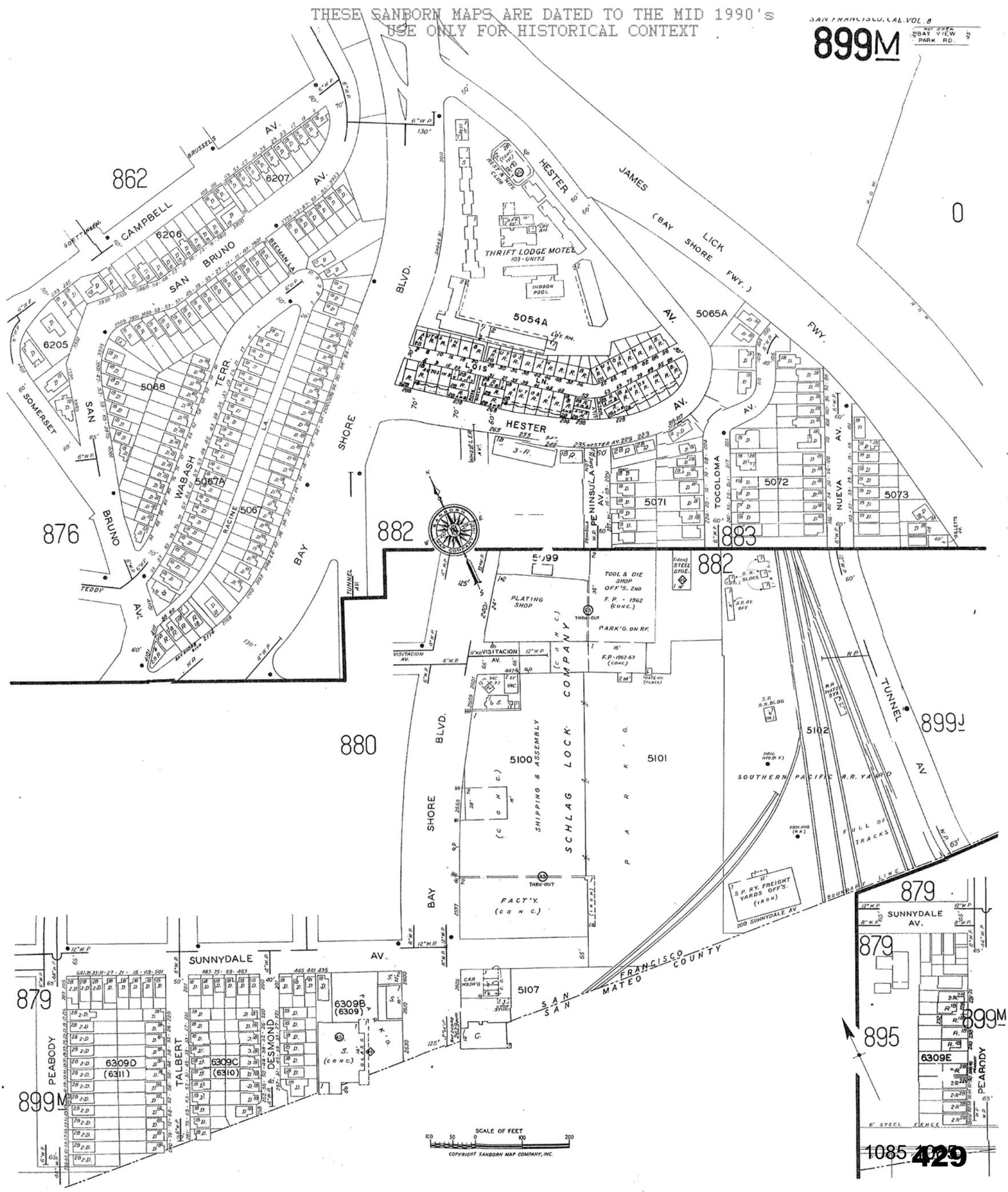
San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

Sanborn Map (Mid-1990s) of JHP Property and Easements from San Francisco Planning Dept. Geographic Information System Website

EXHIBIT K

THESE SANBORN MAPS ARE DATED TO THE MID 1990's
USE ONLY FOR HISTORICAL CONTEXT



TAB 2

TO

VOLUME OF EVIDENCE IN SUPPORT OF PLAINTIFF VISITACTION INVESTMENT, LLC'S MOTION FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Tab:

DECLARATION OF GREG VILKIN IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION AND EXHIBIT A

TAB 2

KENNETH S. KATZOFF (SBN 103490)
STEPHEN G. PREONAS (SBN 245334)
Katzoff & Riggs LLP
1500 Park Avenue, Suite 300
Emeryville, CA 94608
Telephone 510-597-1990

Attorneys for Plaintiff and Cross-Defendant
VISITACION INVESTMENT, LLC

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO – UNLIMITED JURISDICTION

VISITACION INVESTMENT, LLC Plaintiff, vs. 424 JESSIE HISTORIC PROPERTIES, LLC, et al. Defendants. AND RELATED CROSS-ACTION	Case No. CGC-19-579667 **DECLARATION OF GREG VILKIN IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT, LLC FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION** Date: June 10, 2021 Time: 9:30 a.m. Dept.: 501 Complaint Filed: October 1, 2019 Trial Date: July 12, 2021

GREG VILKIN declares:

1. I am a manager of plaintiff Visitacion Investment, LLC ("Plaintiff" or "Visitacion"). I have personal knowledge of the matters set forth in this declaration, and can competently testify thereto.

2. This declaration is being submitted in support of Visitacion's motion for summary judgment and/or summary adjudication against defendant 424 Jessie Historic

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Properties, LLC ("Defendant" or "JHP").

3. Visitacion owns 10 contiguous parcels of real property located in the Visitacion Valley neighborhood in the southeast corner of the City and County of San Francisco and commonly known as 2201, 2245, 2500 and 2555 Bay Shore Boulevard, 222 Tunnel Avenue and 289, 290 and 292 Sunnydale Avenue, San Francisco, CA ("the Visitacion Property").

4. Visitacion is an affiliate of Universal Paragon Corporation ("UPC"), formerly known as Tuntex (U.S.A.) Inc. ("Tuntex"), who initially purchased the Visitacion Property. The Visitacion Property includes: (1) the former Schlage Lock Factory ("the Schlage Property"); (2) certain parcels adjacent to the Schlage Property formerly owned by Southern Pacific Railroad ("SP") which later merged with Union Pacific Railroad ("RR" and the "Former RR Property"); and (3) a certain parcel conveyed by the RR referred to as Parcel A below.

5. Visitacion is the developer of a major construction project at the Visitacion Property to redevelop the former industrial property into one of the largest residential developments in San Francisco, consisting of approximately 1,679 housing units constructed in phases ("the Visitacion Project").

6. When the RR transferred the Former RR Property to Tuntex in 1990 it retained two parcels adjacent to the Former RR Property (referred to for convenience individually as "Parcel A" and "Parcel B"). At this time, the RR reserved in itself three easements over the Former RR Property set forth in Exhibit B to the grant deed granting the RR Property to Tuntex ("the Easements").

7. The Visitacion Property is adjacent to Parcel B owned by defendant 424

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Jessie Historic Properties, LLC ("JHP") and known as 2201 Bay Shore Boulevard and 220 Tunnel Avenue, San Francisco, Assessor's Parcel Numbers 5087-004 and 5087-005 ("the JHP Property" or "Parcel B"). Visitacion later acquired Parcel A from the RR and incorporated it into the Visitacion Property and Visitacion Project.

8. Attached as Exhibit A is a true and correct parcel map showing the orientation of the Visitacion Property and the JHP Property (both "the Properties") as well as the Easements. The JHP Property is identified by its parcel numbers on this map and is labeled "Lands of McNerney." This refers to Patrick McNerney who manages JHP and purchased the JHP Property and then transferred it to JHP. The location of the Easements is shown in the broken line running through the yellow portion of the map.

9. While Visitacion is pursuing the Visitacion Project, JHP has also sought to the develop the JHP Property for mixed use, multi-family housing ("the JHP Project and with "the Project" both collectively "the Projects"). In connection with the Projects, Visitacion has cooperated with JHP to develop both Projects including by: (a) constructing a retaining wall for the benefit of both the Properties at the cost of approximately $2M; (b) entering into a temporary licensing agreement providing for access to the Properties; (c) offering to provide access to and from the JHP Property to the public right of way through the system of streets to be built in connection with the Visitacion Project; and (d) offering access to utilities, including sewer, for the benefit of both of the Projects. More generally, Visitacion had always intended to provide alternative access to the JHP Property, other than the Easements, if the Visitacion Project incorporated construction in the area of the Easements.

10. Under the plan for the Visitacion Project, Visitacion released the

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Easements to accommodate structures. The Visitacion Project is proceeding in phases. Phase 1 of the Visitacion Project has been approved by the City for development and this phase is underway. Phase 1 includes development of five parcels totaling approximately 939 units, will take several years to complete and does not involve construction within the area of the Easements.

11. In the parcel map attached as Exhibit A the green portion of the map represents the area of Phase 1 of the Visitacion Project and the yellow portion represents future development phases.

12. Due to the recording of the Easements in the chain of title the City and County of San Francisco has informed Visitacion that it will not approve of further phases of the Visitacion Project that build in the area of the Easements until Visitacion obtains a judgment quieting title to, or an agreement with JHP to release its rights under, the Easements. For many years, Visitacion has attempted to reach an agreement with JHP for the release of the Easements for the benefit of both of the Projects, but to date has been unable to do so.

13. The Easements terminate at Sunnydale Avenue near the intersection of Sunnydale and Bayshore Blvd. near the Bay Shore Car Wash. There are no existing facilities at the termination of the Easements to connect hypothetical non-railroad communications lines and facilities in the Easements to anything. Such hypothetical communication lines would be a connection to nowhere. Furthermore, any such hypothetical communications lines would be buried below grade. There is simply no legitimate or economically feasible use of the Easements that involves installing communications lines and facilities in the absence of a railroad.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

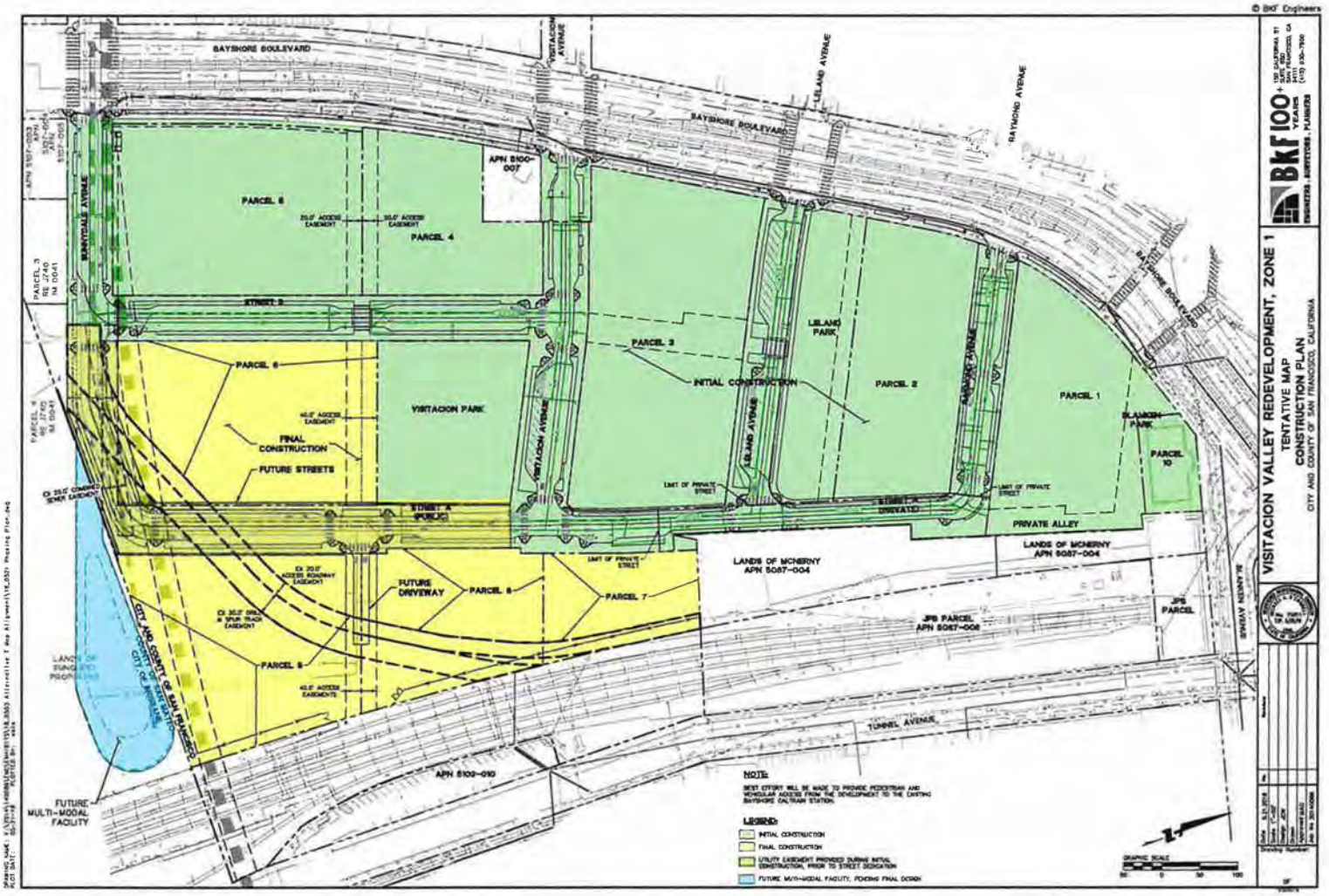
Executed on March 22, 2021 in San Francisco, California.

Gregory Vilkin (Mar 22, 2021 10:19 PDT)

GREG VILKIN

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

EXHIBIT A


BAYSHORE BOULEVARD
VISITACION AVENUE
LELAND AVENUE
RAYMOND AVENUE
APN 5100-007
PARCEL 6
PARCEL 4
25.0' ACCESS EASEMENT
30.0' ACCESS EASEMENT
SUNNYDALE AVENUE
PARCEL 3
RE J740 M 0041
STREET 2
PARCEL 5
VISITACION PARK
FINAL CONSTRUCTION
FUTURE STREETS
40.0' ACCESS EASEMENT
PARCEL 3
INITIAL CONSTRUCTION
LELAND PARK
PARCEL 2
PARCEL 1
BLANKEN PARK
PARCEL 10
STREET A PUBLIC
STREET A PRIVATE
LIMIT OF PRIVATE STREET
PRIVATE ALLEY
LANDS OF MCNERNY APN 5087-004
FUTURE DRIVEWAY
PARCEL 8
PARCEL 7
JPB PARCEL APN 5087-008
JPB PARCEL
CITY AND COUNTY OF SAN FRANCISCO
CITY OF BRISBANE
LANDS OF SOUTHERN PACIFIC
FUTURE MULTI-MODAL FACILITY
APN 5102-010
TUNNEL AVENUE
NOTE:
LEGEND:
INITIAL CONSTRUCTION
FINAL CONSTRUCTION
FUTURE MULTI-MODAL FACILITY, PENDING FINAL DESIGN
© BKF Engineers
BKF 100 YEARS
VISITACION VALLEY REDEVELOPMENT, ZONE 1
TENTATIVE MAP
CONSTRUCTION PLAN
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

TAB 3

TO

VOLUME OF EVIDENCE IN SUPPORT OF PLAINTIFF VISITACTION INVESTMENT, LLC'S MOTION FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Tab:

DECLARATION OF HOWARD PEARCE IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION AND EXHIBITS A THROUGH D

TAB 3

KENNETH S. KATZOFF (SBN 103490)
STEPHEN G. PREONAS (SBN 245334)
Katzoff & Riggs LLP
1500 Park Avenue, Suite 300
Emeryville, CA 94608
Telephone 510-597-1990

Attorneys for Plaintiff and Cross-Defendant
VISITACION INVESTMENT, LLC

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO – UNLIMITED JURISDICTION

VISITACION INVESTMENT, LLC Plaintiff, vs. 424 JESSIE HISTORIC PROPERTIES, LLC, et al. Defendants. _____ AND RELATED CROSS-ACTION _____	Case No. CGC-19-579667 **DECLARATION OF HOWARD PEARCE IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT, LLC FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION** Date: June 10, 2021 Time: 9:30 a.m. Dept.: 501 Reservation No. Complaint Filed: October 1, 2019 Trial Date: July 12, 2021

HOWARD PEARCE declares:

1. I am the Director of Infrastructure/Environmental & Civil for Universal Paragon Corporation ("UPC"), formerly known as Tuntex (U.S.A.) Inc. ("Tuntex"). Plaintiff Visitacion Investment, LLC ("Visitacion") is an affiliate of UPC. I have held this position since 2008. As a Director, I help manage Visitacion's real estate development. I have personal knowledge of the matters set forth in this declaration, and

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

can competently testify thereto.

2. This declaration is being submitted in support of Visitacion's motion for summary judgment and/or summary adjudication against defendant 424 Jessie Historic Properties, LLC ("Plaintiff" or "JHP").

3. Visitacion owns 10 contiguous parcels of real property located in the Visitacion Valley neighborhood in the southeast corner of the City and County of San Francisco and commonly known as 2201, 2245, 2500 and 2555 Bay Shore Boulevard, 222 Tunnel Avenue and 289, 290 and 292 Sunnydale Avenue, San Francisco, CA ("the Visitacion Property").

4. The Visitacion Property includes: (1) the former Schlage Lock Factory ("the Schlage Property"); (2) certain parcels adjacent to the Schlage Property formerly owned by Southern Pacific Railroad ("SP") which later merged with Union Pacific Railroad ("RR" and the "Former RR Property"); and (3) a certain parcel conveyed by the RR referred to as Parcel A below.

5. When the RR transferred the Visitacion Property to Tuntex it retained two parcels adjacent to the Former RR Property (referred to for convenience as "Parcel A" and "Parcel B" and both collectively). The RR reserved in itself three easements over the Former RR Property set forth in Exhibit B to the grant deed granting the Former RR Property to Tuntex ("the Easements").

6. Visitacion is the developer of a major construction project at the Visitacion Property to redevelop the former industrial Visitacion Property into one of the largest residential developments in San Francisco consisting of approximately 1,679 housing units constructed in phases ("the Visitacion Project"). I have been personally involved in

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

the Visitacion Project since its outset.

7. The Visitacion Property is adjacent to certain real property owned by defendant 424 Jessie Historic Properties, LLC ("JHP") known as 2201 Bay Shore Boulevard and 220 Tunnel Avenue, San Francisco , Assessor's Parcel Numbers 5087-004 and 5087-005 ("the JHP Property" or Parcel B and with the Visitacion Property both collectively "the Properties").

8. While Visitacion has pursued the Visitacion Project JHP has also sought to the develop the JHP Property for mixed use, multi-family housing ("the JHP Project and with "the Visitacion Project" both collectively "the Projects").

9. As a Director of the Visitacion Project I have personal knowledge of the orientation of the Properties and the Projects and the location of the Easements. I have reviewed countless maps, diagrams and photos of the Properties and have regularly visited the Properties as a Director of the Visitacion Project and participated in its design and development.

10. Attached hereto as Exhibit A is a true and correct proposed parcel map showing the orientation of the Properties and the Easements and the proposed subdivision of the Visitacion Property. The JHP Property is identified by its parcel numbers on this map and is labeled "Lands of McNerney." This refers to Patrick McNerney who manages JHP. The location of the Easements is shown in the broken line running through the yellow portion of the map.

11. Attached hereto as Exhibit B is a true and correct parcel map showing the orientation of Properties and the Easements and their existing approved parcels. The JHP Property is identified by its parcel numbers on this map and is labeled "Lands of

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

McNerney." This refers to Patrick McNerney who manages JHP. The location of the Easements is shown in the yellow highlighted portion of the map.

12. Attached hereto as Exhibit C is a true and correct aerial photograph of the Properties showing the orientation the Properties and the Easements. The JHP Property is labeled "JHP Parcel" and the Visitacion Property is labeled "Visitation Investment Property." I created this Exhibit C by overlaying the parcel map on the aerial photograph of the Properties. Exhibit C depicts the location of the Easements in the light blue broken lines.

13. On Friday March 12, 2021, in connection with my duties as a Director of the Visitacion Project, I visited the Properties. During this visit I walked the Visitacion Property, including the area of the Easements and took a series of eight photographs. I then plotted the approximate location where I took each photo and its camera position on an aerial photograph of the Properties, labeling each photograph in red as Image 1 through Image 8. The red arrows for each of these images show the location of where I took each photograph and the direction of the arrow shows the direction of my camera. A true copy of this aerial photo, with the red labels indicating the location and camera direction of Images 1 through 8, as well as Images 1 through 8 is attached as Exhibit D.

14. The photographs of the Properties and the Easements attached as Exhibit D accurately reflect their current condition. At present there are no rail or railroad related equipment and facilities and communications lines located in the Easements.

15. More generally, since I first visited the Properties in 2008 I have not seen any rail or railroad related equipment or facilities in the Easements. I do recall that there were two or three old and deteriorating sheds that were accumulating people's belongings

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

and that some unhoused individuals were living. Visitacion removed these sheds with the consent of JHP. I do not recall ever seeing any rail or railroad related equipment and facilities and communications lines in the Easements.

16. Proven Management, Inc. ("Proven") is a licensed California contractor that was a subcontractor to DeSilva Gates to build a retaining wall along the border of the Properties. Proven also operated soil operations at a landfill located near the Properties on behalf of UPC.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 18, 2021 in San Francisco, California.



HOWARD PEARCE

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

EXHIBIT A

TO

DECLARATION OF HOWARD PEARCE IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

Proposed Parcel Map Showing the Orientation of the Properties and the Easements and the Proposed subdivision of the Visitacion Property

EXHIBIT A

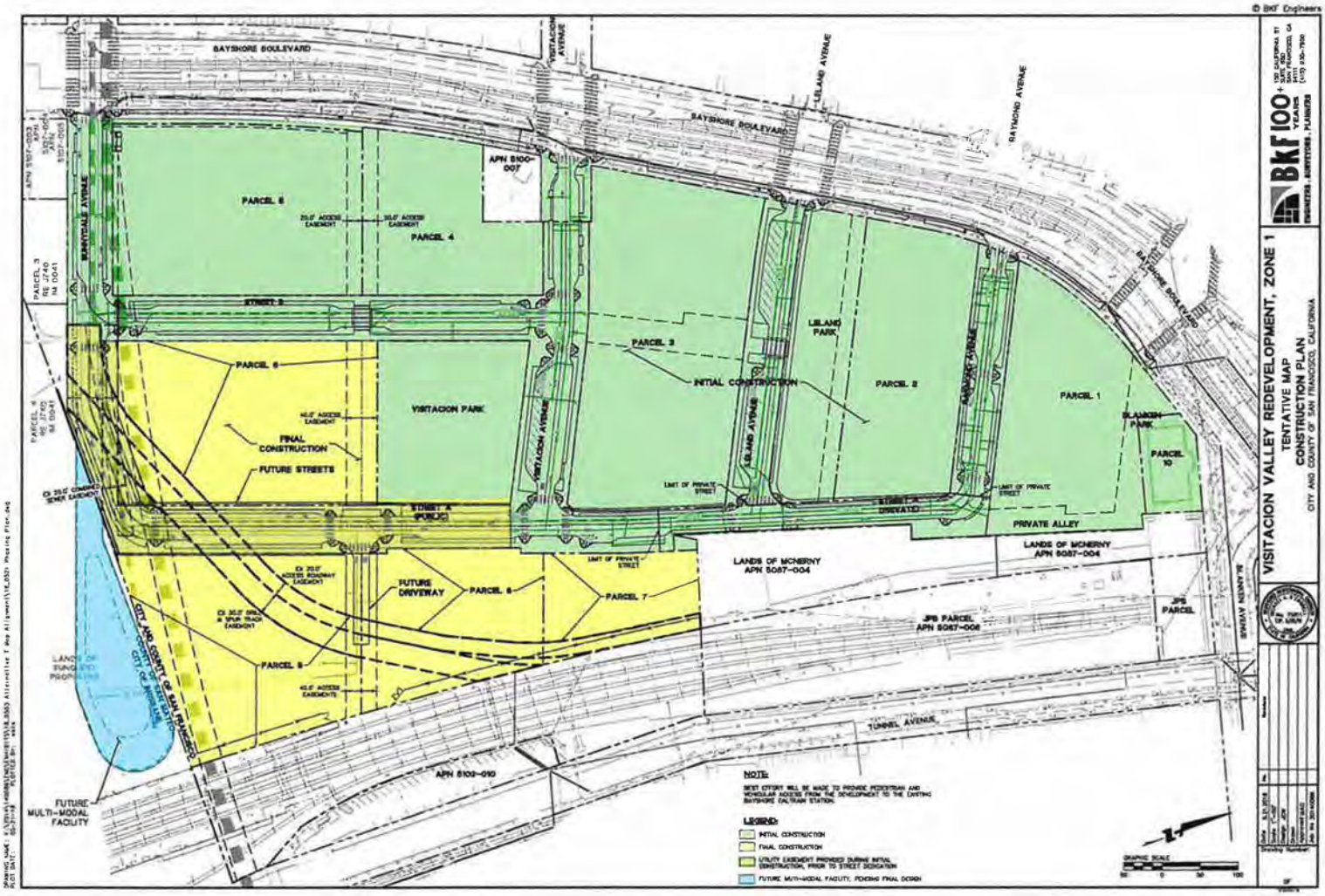

© BKF Engineers
BAYSHORE BOULEVARD
VISITACION AVENUE
LELAND AVENUE
RAYMOND AVENUE
APN 5100-007
PARCEL 6
PARCEL 4
PARCEL 3
PARCEL 2
PARCEL 1
PARCEL 10
PARCEL 8
PARCEL 7
PARCEL 5
VISITACION PARK
LELAND PARK
BLANKEN PARK
INITIAL CONSTRUCTION
FINAL CONSTRUCTION
FUTURE STREETS
FUTURE DRIVEWAY
PRIVATE ALLEY
LANDS OF MCNERNY APN 5087-004
JPB PARCEL APN 5087-002
JPB PARCEL
APN 5102-010
TUNNEL AVENUE
FUTURE MULTI-MODAL FACILITY
NOTE:
LEGEND:
INITIAL CONSTRUCTION
FINAL CONSTRUCTION
FUTURE MULTI-MODAL FACILITY, PENDING FINAL DESIGN
VISITACION VALLEY REDEVELOPMENT, ZONE 1
TENTATIVE MAP
CONSTRUCTION PLAN
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
BKF 100 YEARS
ENGINEERS . SURVEYORS . PLANNERS

EXHIBIT B

TO

DECLARATION OF HOWARD PEARCE IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT, LLC FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

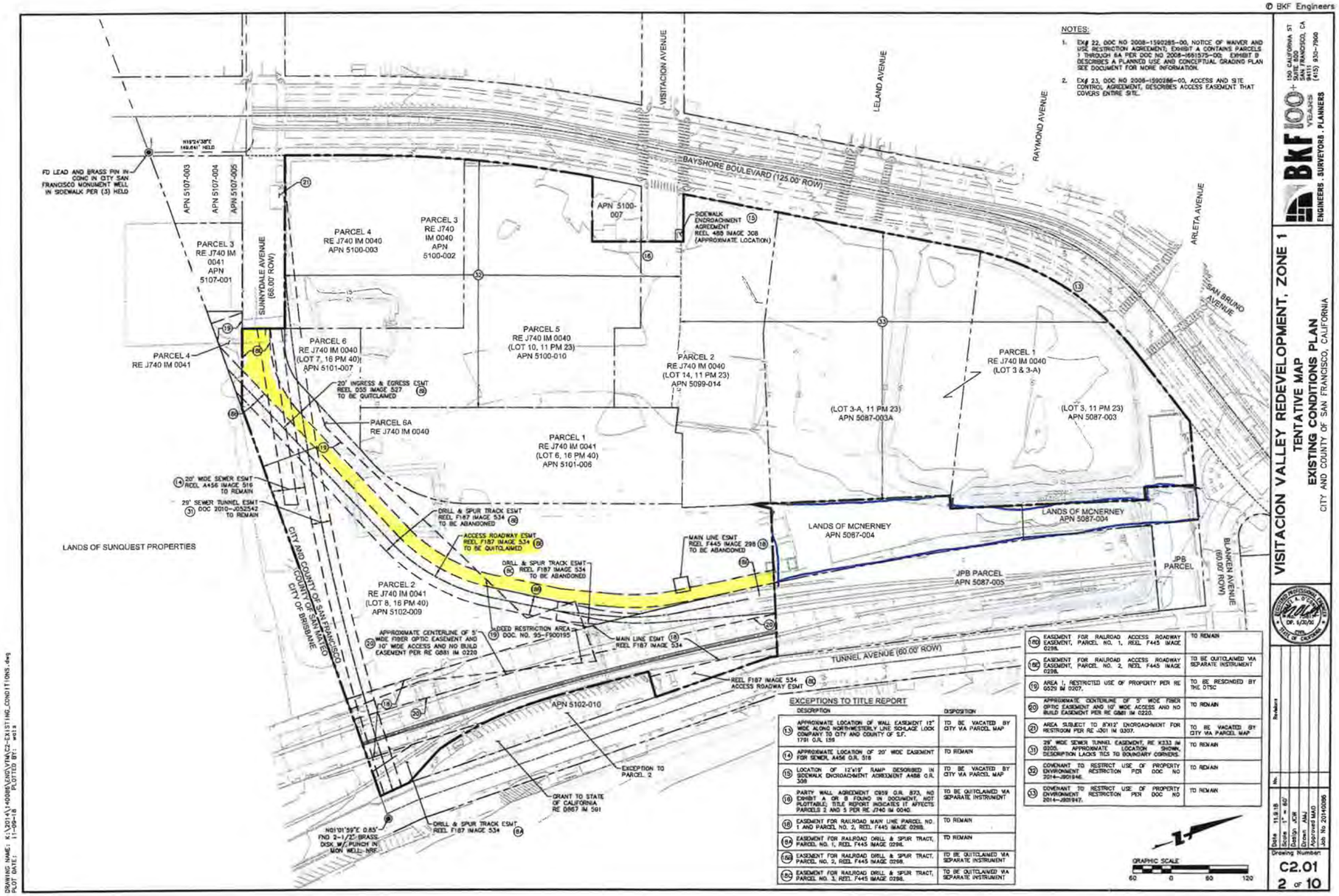
San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

Parcel Map Showing the Orientation of Properties and the Easements and Their Existing Approved Parcels.

EXHIBIT B

© BKF Engineers



BKF ENGINEERS
150 CALIFORNIA ST
SUITE 600
SAN FRANCISCO, CA
94111
(415) 930-7900

VISITACION VALLEY REDEVELOPMENT, ZONE 1

TENTATIVE MAP

EXISTING CONDITIONS PLAN

CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

EXPIRES 6/30/20

No.	Revisions

Date 11.9.18
Scale 1" = 60'
Design JCW
Drawn AMJ
Approved MKD
Job No. 20140086

Drawing Number
C2.01
2 OF 10

DRAWING NAME: K:\2014\140086\ENG\VTM\C2-EXISTING_CONDITIONS.dwg
PLOT DATE: 11-09-18 PLOTTED BY: weis

EXHIBIT C

TO

DECLARATION OF HOWARD PEARCE IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT, LLC FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

Aerial Photograph of the Properties Showing the Orientation the Properties and the Easements

EXHIBIT C


Bayshore Blvd
Visitacion
Leland Ave
Raymond
Arlet
Bayshore
Bayshore Gas & Service
Shun Lee Market
VISITACION INVESTMENT PROPERTY
JHP PARCEL
Tunnel Ave

EXHIBIT D

TO

DECLARATION OF HOWARD PEARCE IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT, LLC FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

Series of Eight Photographs of the Properties, Including the Area of the Easements taken Friday March 12, 2021

EXHIBIT D


Schlage
Write a description for your map.
Bayshore Blvd
Visitacion Ave
Leland Ave
Raymond Ave
Legend
7-Eleven
Bank of America
Bayshore
Bayshore Gas & Services
Shun Lee Market
Image 8
Image 7
Image 6
Image 2
Image 4
Image 1
Image 3
Image 5
Tunnel Ave
Google Earth

IMAGE 1



IMAGE 2



IMAGE 3



IMAGE 4



IMAGE 5



IMAGE 6



IMAGE 7



IMAGE 8



TAB 4

TO

VOLUME OF EVIDENCE IN SUPPORT OF PLAINTIFF VISITACTION INVESTMENT, LLC'S MOTION FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Tab:

REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION AND EXHIBITS A THROUGH B

TAB 4

KENNETH S. KATZOFF (SBN 103490)
STEPHEN G. PREONAS (SBN 245334)
Katzoff & Riggs LLP
1500 Park Avenue, Suite 300
Emeryville, CA 94608
Telephone 510-597-1990

Attorneys for Plaintiff and Cross-Defendant
VISITACION INVESTMENT, LLC

SUPERIOR COURT OF STATE CALIFORNIA

COUNTY OF SAN FRANCISCO – UNLIMITED CIVIL JURISDICTION

VISITACION INVESTMENT, LLC Plaintiff, vs. 424 JESSIE HISTORIC PROPERTIES, LLC, et al. Defendants. AND RELATED CROSS-ACTION	Case No. CGC-19-579667 **REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF MOTION OF VISITACION INVESTMENT, LLC FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION** Date: June 10, 2021 Time: 9:30AM Dept: 501 Complaint Filed: October 1, 2019 Trial Date: July 12, 2021

TO DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC AND ITS COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT plaintiff Visitacion Investment, LLC ("Plaintiff") hereby requests the Court take judicial notice, pursuant to Evidence Code § 452(c) and (h), of the following documents:

KATZOFF & RIGGS LLP
1500 PARK AVENUE, SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

A. Attached Exhibits 1 – 6 to Plaintiff's Verified Complaint to Quiet Title, Declaratory Relief and for Preliminary and Permanent Injunction ("Complaint"):

1. **Exhibit 1 to Complaint**: Grant Deed from Southern Pacific Transportation Company, as Grantor to Tuntex (U.S.A.), Inc. as Grantee dated August 1, 1990 and recorded in the Official Records of San Francisco County as Instrument No. E761808

2. **Exhibit 2 to Complaint**: Deed Correcting Description of Rail Easement dated July 23, 1991, and recorded on August 22, 1991 in the Official Records of San Francisco as Instrument No. E962735.

3. **Exhibit 3 to Complaint**: Quitclaim Deed from Union Pacific Railroad Company to Patrick McNerney dated January 21, 2015 and recorded on February 5, 2015 in the Official Records of San Francisco as Instrument No. 2015-K016863-00.

4. **Exhibit 4 to Complaint**: Grant Deed from Patrick McNerney to 424 Jessie Historic Properties, LLC dated August 17, 2016 and recorded on September 14, 2016 in the Official Records of San Francisco as Instrument No. 2016-K328238-00.

5. **Exhibit 5 to Complaint**: Application Packet for Preliminary Project Assessment Submitted by Martin Building Company to San Francisco Planning Department dated May 8, 2015

6. **Exhibit 6 to Complaint**: Preliminary Project Assessment of the San Francisco Planning Department as Case No. 2015-006509PPA dated August 7, 2015

B. Additional Documents:

7. City of San Francisco Ordinance No. 149-14 approving of Development between the City and County of San Francisco and Visitacion Development, LLC enacted

KATZOFF & RIGGS LLP
1500 PARK AVENUE, SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

July 24, 2014 ("the Development Agreement" and "Development Ordinance") and attached as Exhibit A.

8. Section 249.45 of the City Planning Code entitled Visitacion Valley/Schlage Lock Special Use District ("the Special Use Ordinance") and attached as Exhibit B.

9. Sanborn Map of the properties at issue in this action downloaded from the website for the City and County Planning Department that contains its online geographic information system (GIS) located at https://sfplanninggis.org ("the SF GIS Website") located at https://sfplanninggis.org/pim/Sanborn.html?sanborn=V8P899M.PDF and attached as Exhibit K to the Declaration of Stephen G. Preonas in Support of Motion for Summary Judgment and/or Summary Adjudication.

C. Discussion

Evidence Code § 453 provides that judicial notice be taken of any matter specified in § 452 upon noticed request by a party that furnishes the Court with sufficient information to take judicial notice of that matter.

Evidence Code § 452(c) provides that the Court make take judicial notice of "official acts of the legislative, executive, and judicial departments of the United States and of any state of the United States."

Evidence Code § 452(h) that the Court make take judicial notice of "facts and propositions that are not reasonably subject to dispute and are capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy."

The Court may take judicial notice of the existence and recordation of real

KATZOFF & RIGGS LLP
1500 PARK AVENUE, SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

property records. (Evid. Code § 452(c) and (h); *Fontenot* v. *Wells Fargo Bank, N.A.* (2011) 198 Cal.App.4th 256, 264.)

Courts must broadly interpret § 452(c) and the phrase "executive acts" include those performed by administrative agencies. (*Scott* v. *JPMorgan Chase Bank, N.A.* (2013) 214 Cal. App. 4th 743, 752.)

The Court may take notice not only of the fact of the document and its recording or publication, but also facts that clearly derive from its legal effect. (*Fontenot*, supra, 198 Cal.App.4th at p. 265.) Moreover, whether the fact derives from the legal effect of a document or from a statement within the document, the fact may be judicially noticed where, as here, the fact is not reasonably subject to dispute.

Judicial notice of the legal effect of legally operative documents was discussed at length in *Fontenot*. There, the court explained: "[C]ourts have taken judicial notice not only of the existence and recordation of recorded documents but also of a variety of matters that can be deduced from the documents." (Id.)

There is no basis to dispute these documents and the Court should take judicial notice of their existence and their effect. The Court should grant the request for judicial notice.

KATZOFF & RIGGS LLP
1500 PARK AVENUE, SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Dated: March 24, 2021

KATZOFF & RIGGS LLP



STEPHEN G. PREONAS

Attorneys for Plaintiff and Cross-Defendant
VISITACION INVESTMENT LLC

KATZOFF & RIGGS LLP
1500 PARK AVENUE, SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

EXHIBIT A

TO

REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

City of San Francisco Ordinance No. 149-14
enacted July 24, 2014

EXHIBIT A

FILE NO. 140444 AMENDED IN BOARD 7/8/2014 ORDINANCE NO. 149-14

[Development Agreement - Schlage Lock Project - Visitacion Development, LLC]

Ordinance approving a Development Agreement between the City and County of San Francisco and Visitacion Development, LLC, for certain real property located in Visitacion Valley, bounded approximately to the north and west by McLaren Park and the Excelsior and Crocker Amazon Districts, to the east by the Caltrain tracks, and to the south by the San Francisco/San Mateo County line and the City of Brisbane; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and the eight priority policies of Planning Code, Section 101.1(b); and waiving certain provisions of Administrative Code, Chapter 56.

NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
Additions to Codes are in *single-underline italics Times New Roman font*.
Deletions to Codes are in ~~*strikethrough italics Times New Roman font*~~.
Board amendment additions are in double-underlined Arial font.
Board amendment deletions are in ~~strikethrough Arial font~~.
Asterisks (* * * *) indicate the omission of unchanged Code subsections or parts of tables.

Be it ordained by the People of the City and County of San Francisco:

Section 1. Project Findings. The Board of Supervisors makes the following findings:

A. California Government Code Section 65864 et seq. authorizes any city, county, or city and county to enter into an agreement for the development of real property within the jurisdiction of the city, county, or city and county.

B. Chapter 56 of the San Francisco Administrative Code ("Chapter 56") sets forth certain procedures for the processing and approval of development agreements in the City and County of San Francisco (the "City").

C. Visitacion Development, LLC, a California limited liability company, a subsidiary of Universal Paragon Corporation, a Delaware limited liability company (the "Developer") is the owner of that certain real property formerly occupied by the Schlage Lock Company located in Visitacion Valley (the "Project Site"). The Project Site is generally bounded to the north and west by McLaren Park and the Excelsior and Crocker Amazon districts, to the east by the Caltrain tracks and to the south by the San Francisco/San Mateo County line and the City of Brisbane.

D. Developer filed applications with the City's Planning Department to (a) amend the City's Planning Code to create the Schlage Lock Special Use District, (b) amend the City's General Plan to change applicable height and bulk classifications, and (c) amend applicable zoning maps.

E. The Developer has proposed a long-term, mixed-use development program that includes up to 1,679 dwelling units of new housing, up to 46,700 square feet of new retail, and the rehabilitation of a historic office building located on-site (the "Project"). Through the development of the Project, the Project Site will be transformed into a mixed-use, transit-oriented development with new public streets and new parks, all as further described in the proposed development agreement, a copy of which is on file with the Clerk of the Board in File No. 140444 (the "Development Agreement").

F. Concurrently with this Ordinance, the Board is taking a number of actions in furtherance of the Project, including the approval of amendments to the City's General Plan (Board File No. 140675), Planning Code (Board File No. 140445), and Zoning Maps (Board File No. 140445) (collectively, together with this Ordinance, the "Project Ordinances").

G. The City has determined that as a result of the development of the Project Site in accordance with the Development Agreement, clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and

policies, as more particularly described in the Development Agreement. The Development Agreement will eliminate uncertainty in the City's land use planning for the Project Site and secure orderly development of the Project Site consistent with the Visitacion Valley/Schlage Lock Special Use District.

Section 2. ENVIRONMENTAL FINDINGS.

A. The San Francisco Planning Commission and the former San Francisco Redevelopment Agency certified a final environmental impact report ("FEIR") for the Visitacion Valley Redevelopment Program, Planning Department File No. 2006.1308E, on December 18, 2008. The project analyzed in the EIR was for redevelopment of an approximately 46-acre project area in San Francisco's Visitacion Valley neighborhood, extending on both sides of Bayshore Boulevard roughly between Sunnydale Avenue and Blanken Avenue and along the Leland Avenue commercial corridor. The project was intended to facilitate re-use of the vacant Schlage Lock property (The "Project Site"; also referred to as "Zone 1"), revitalize other properties along both (east and west) sides of Bayshore Boulevard, and help revitalize the Leland Avenue commercial corridor (also referred to as "Zone 2").

B. When California eliminated all redevelopment agencies in the State in February, 2012, the City of San Francisco initiated new efforts to move forward with the development of the Schlage Lock site (Zone 1) in light of reduced public funding and jurisdictional change. Thus, the proposed project was revised with respect to Zone 1, and these modifications were analyzed in an Addendum to the FEIR prepared by the Planning Department and referred to as the "Modified Project". The Modified Project differs from the project analyzed in the FEIR in that, among other changes, the number of residential units in Zone 1 will increase from 1,250 to 1,679 and the amount of commercial retail space in Zone 1 will decrease from 105,000 to 46,700 square feet. The amount of cultural uses will not change and remains at 15,000

square feet. The projected growth for Zone 2 will remain the same, as set forth in the Addendum.

C. The Board has reviewed the FEIR and the Addendum and hereby finds that since certification of the FEIR and the Addendum, no changes have occurred in the proposed Project or in the circumstances under which the Project would be implemented that would cause new significant impacts or a substantial increase in the severity of impacts identified and analyzed in the FEIR and the Addendum, and that no new information has emerged that would materially change the analyses or conclusions set forth in the FEIR and the Addendum. The Modified Project would not necessitate implementation of additional or considerably different mitigation measures than those identified in the FEIR and the Addendum.

Additionally, the Board hereby adopts and incorporates by reference as though fully set forth herein the environmental findings of the Planning Commission, a copy of which is on file with the Board of Supervisors in File No. 140444, including but not limited to the Planning Commission's rejection of certain transportation mitigation measures as infeasible and its finding that no other feasible mitigation measure are available to address certain identified significant impacts. The Board further adopts and incorporates by reference the Mitigation Monitoring and Reporting Program, a copy of which is on file with the Board of Supervisors in File No. 140444~~, and the Mitigation Monitoring and Reporting Program, a copy of which is on file with the Board of Supervisors in File No. 140444~~.

Section 3. General Plan and Planning Code Section 101.1(b) Findings.

A. The Board of Supervisors finds that the Development Agreement will serve the public necessity, convenience and general welfare for the reasons set forth in Planning Commission Resolution No. 19164 and incorporates those reasons herein by reference.

B. The Board of Supervisors finds that the Development Agreement is in conformity with the General Plan, as amended, and the eight priority policies of Planning Code Section 101.1 for the reasons set forth in Planning Commission Resolution No. 19164. The Board hereby adopts the findings set forth in Planning Commission Resolution No. 19164 and incorporates those findings herein by reference.

Section 4. Development Agreement.

A. The Board of Supervisors approves all of the terms and conditions of the Development Agreement, in substantially the form on file with the Clerk of the Board of Supervisors in File No. 140444, including but not limited to, the non-applicability of certain provisions of the Costa-Hawkins Rental Housing Act (California Civil Code sections 1954.50 et seq.; the "Costa-Hawkins Act"), and Developer's waiver of any and all rights under the Costa-Hawkins Act and any other laws or regulations so that each below market rent ("BMR") unit will be subject to the City's BMR requirements as set forth in Planning Code section 415 and the Affordable Housing Plan as attached to the Development Agreement.

B. The Board of Supervisors also approves the subdivision and condominium map provisions as set forth in Section 3.9 of the Development Agreement.

C. Without limiting the terms of the Development Agreement, the Board of Supervisors expressly finds that the items listed in Sections 4.A and 4.B above are a material and important part of the Development Agreement, and the Board would not be willing to approve the Development Agreement without these provisions.

D. The Board of Supervisors approves and authorizes the execution, delivery and performance by the City of the Development Agreement, subject to the approval of the Development Agreement by the City's Municipal Transportation Agency and Public Utilities Commission, and any other City agencies as required, each in their sole discretion (the

"Subsequent Approvals") and Developer's payment of all City costs with respect to the Development Agreement. Upon receipt of the Subsequent Approvals and the payment of City's costs billed to Developer, (i) the Director of Planning and other listed City officials are authorized to execute and deliver the Development Agreement, and (ii) the Director of Planning and other applicable City officials are authorized to take all actions reasonably necessary or prudent to perform the City's obligations under the Development Agreement in accordance with the terms of the Development Agreement and Chapter 56, as applicable. The Director of Planning, at his or her discretion and in consultation with the City Attorney, is authorized to enter into any additions, amendments or other modifications to the Development Agreement that the Director of Planning determines are in the best interests of the City and that do not materially increase the obligations or liabilities of the City or decrease the benefits to the City under the Development Agreement, subject to the approval of any affected City agency as more particularly described in the Development Agreement.

Section 5. Chapter 56 Waiver; Ratification.

A. In connection with the Development Agreement, the Board of Supervisors finds that the requirements of Chapter 56 have been substantially complied with, and hereby waives any procedural or other requirements of Chapter 56 if and to the extent that they have not been complied with.

B. All actions taken by City officials in preparing and submitting the Development Agreement to the Board of Supervisors for review and consideration are hereby ratified and confirmed, and the Board of Supervisors hereby authorizes all subsequent action to be taken by City officials consistent with this Ordinance.

Section 6. Effective and Operative Dates. This ordinance shall become effective 30 days after enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the Mayor's veto of the ordinance. This ordinance shall become operative on its effective date or on the date that the last of the Project Ordinances becomes effective, whichever is later. ~~This Ordinance shall become effective on the date that all of the Project Ordinances are effective.~~

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

By: _____
Heidi J. Gewertz
Deputy City Attorney

n:\spec\as2014\1300180\00937644.doc

File Number: 140444 **Date Passed:** July 22, 2014

Ordinance approving a Development Agreement between the City and County of San Francisco and Visitacion Development, LLC, for certain real property located in Visitacion Valley, bounded approximately to the north and west by McLaren Park and the Excelsior and Crocker Amazon Districts, to the east by the Caltrain tracks, and to the south by the San Francisco/San Mateo County line and the City of Brisbane; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and the eight priority policies of Planning Code, Section 101.1(b); and waiving certain provisions of Administrative Code, Chapter 56.

June 26, 2014 Government Audit and Oversight Committee - RECOMMENDED

July 08, 2014 Board of Supervisors - AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE

Ayes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

July 08, 2014 Board of Supervisors - CONTINUED ON FIRST READING AS AMENDED

Ayes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

July 15, 2014 Board of Supervisors - PASSED ON FIRST READING

Ayes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

July 22, 2014 Board of Supervisors - FINALLY PASSED

Ayes: 10 - Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

Excused: 1 - Avalos

File No. 140444

I hereby certify that the foregoing Ordinance was FINALLY PASSED on 7/22/2014 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

Mayor

July 24, 2014.

Date Approved

EXHIBIT B

TO

REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF MOTION OF PLAINTIFF VISITACTION INVESTMENT FOR SUMMARY JUDGMENT AND/OR SUMMARY ADJUDICATION

Visitacion Investment, LLC v. *424 Jessie Historic Properties, LLC., et al.*

San Francisco County Superior Court Case No. CGC-19-579667

Description of Exhibit:

Section 249.45 of the City Planning Code entitled Visitacion Valley/Schlage Lock Special Use District

EXHIBIT B

SEC. 249.45. VISITACION VALLEY/SCHLAGE LOCK SPECIAL USE DISTRICT.

A Special Use District entitled the "Visitacion Valley/Schlage Lock Special Use District" is hereby established for a portion of the Visitacion Valley neighborhood and the Schlage Lock site within the City and County of San Francisco, the boundaries of which are designated on Sectional Map SU10 of the Zoning Maps of the City and County of San Francisco, and which includes properties generally fronting Bayshore Boulevard between Tunnel Avenue in the north and the San Francisco/San Mateo County line in the south, and properties fronting Leland Avenue between Bayshore Boulevard and Cora Street. The following provisions shall apply within the Special Use District:

(a) **Purpose.** This Special Use District is intended to facilitate the conversion of the vacant Schlage Lock site into a vibrant, transit-oriented mixed use development which will be a model of sustainability and to provide for infill development on vacant and underdeveloped properties along Bayshore Boulevard and Leland Avenue.

The Special Use District includes two zones - Zone 1 and Zone 2, as defined below. Within Zone 1, an increase of height and allowable density via form-based development controls will be required in order to achieve sufficient densities to support a transit-oriented development, to support certain neighborhood-commercial uses such as a moderate-sized supermarket, and to achieve the community's goals for a vibrant, well-designed model of sustainability. Within both Zones 1 and 2, in order to achieve a successful program, additional design guidelines will be required.

Therefore, the Visitacion Valley/Schlage Lock Design for Development and the Open Space and Streetscape Master Plan, both as adopted by the Planning Commission and periodically amended as provided herein, were developed to provide the specific Development Controls and Design Guidelines which, in cooperation with underlying San Francisco Planning Code requirements and the requirements of this Special Use District, will regulate development within the Special Use District and guide it towards the goals described above.

A Development Agreement, approved by the Board of Supervisors in Ordinance No. 149-14 , applies to Zone 1 of this Special Use District.

(b) **Definitions.**

"Development Agreement" shall mean the Development Agreement By and Between the City and County of San Francisco and Visitacion Development LLC, a Subsidiary of the Universal Paragon Corporation Relative to the Development Known as The Schlage Lock Development Project, approved by the Board of Supervisors in Ordinance No. 149-14 .

"Old Office Building" shall mean the existing historic building at the northern corner of Zone 1 and located at 2201 Bayshore Boulevard.

"Open Space and Streetscape Master Plan" shall mean the document adopted by the Planning Commission in Resolution No. 19163, approved by the Board of Supervisors as part of this Special Use District, and found in Clerk of the Board File No. 140445, and as may be amended from time to time. The Open Space and Streetscape Master Plan is herein incorporated by reference.

"Visitacion Valley/Schlage Lock Design for Development" or "Design for Development" shall mean the document adopted by the Planning Commission in Resolution No. 19163, approved by the Board of Supervisors as part of this Special Use District, and found in Clerk of the Board File No. 140445, and as may be amended from time to time. The Design for Development is herein incorporated by reference.

"Zone 1" shall have the meaning set forth in the Design for Development, and shall generally mean the Schlage Lock industrial site, located at the southern border of San Francisco where Bayshore Boulevard converges with Tunnel Avenue.

"Zone 2" shall have the meaning set forth in the Design for Development, and shall generally mean the segments of Bayshore Boulevard and Leland Avenue adjacent to the Schlage Lock site.

(c) **Controls Generally.** Development in the Special Use District shall be regulated by the controls contained in the Design for Development, as adopted by the Planning Commission and periodically amended, the controls specifically enumerated in this Section 249.45, and the Planning Code, to the extent such controls do not conflict with the Development Agreement. Where not explicitly superseded by definitions or controls established in the Design for Development or this Section 249.45, the definitions and controls of the Planning Code shall apply. All procedures and requirements of Article 3 shall apply to this Special Use District to the extent that they are not in conflict with this Section or the Development Agreement.

The Planning Commission may amend the Design for Development or the Open Space and Streetscape Master Plan upon initiation by the Planning Department or upon application by an owner of property within the Special Use District (or his or her authorized agent) to the extent that such amendments are consistent with this Special Use District, the General Plan, and the approved Development Agreement.

(d) **Controls in Zone 2.** Development in Zone 2 of the Special Use District shall be regulated by the relevant requirements of the Planning Code and shall generally conform to the Design Guidelines contained within the Design for Development. The Design Controls of the Design for Development shall not apply to development in Zone 2.

(e) **Controls in Zone 1.** Development in Zone 1 of the Special Use District shall be regulated by the controls contained in this Section 249.45(e) and the Design for Development. Where not explicitly superseded by definitions and controls established in this Section 249.45(e) or the Design for Development, the definitions and controls in this Planning Code shall apply except where those controls conflict with the Development Agreement. The following shall apply only in Zone 1 of the Special Use District:

(1) **Impact Fees.** Although the Mixed Use-General District (MUG) zoning designation is used in Zone 1, the Special Use District is located outside of the Eastern Neighborhoods Plan Area and therefore the Eastern Neighborhoods Impact Fees and Public Benefits Fund requirements set forth in Section 423 shall not apply.

(2) **Use Requirements.**

(A) **Permitted and Conditional Uses.** Uses are defined as set forth in Article 8 of this Code unless otherwise specified in this Section 249.45. Except as specifically set forth below, all uses principally permitted in the MUG are principally permitted and all uses requiring a conditional use approval in the MUG shall require a conditional use approval.

(B) **Formula Retail Uses.** Formula Retail uses as defined in Section 303.1, except those uses set forth in subsection (e)(2)(C) below, shall be principally permitted subject to the following requirements:

(i) Within 21 days of the filing of a building permit application for formula retail use and the determination by the Planning Department that the application is complete for the purposes of its review and complies with all relevant Planning Code provisions, including this Special Use District and the Design for Development, notice shall be mailed to owners and occupants within 300 feet of the subject property, anyone who has requested a block book notation, and the relevant neighborhood group list for Visitacion Valley for a 30-day public review and comment period. This notice shall comply with the noticing requirements of Section 312. During this public review period, members of the public may request a project sponsor-hosted public meeting to be held on or proximate to the proposed project site. Such a meeting is only required if at least two members of the public submit such a request in writing to the Planning Department. If such a meeting is required, it shall take place after the close of the public review period and prior to any decision by the Planning Director, or the Planning Commission if required, to approve such an application. A representative from the Planning Department shall attend any such meeting. Documentation that the meeting took place shall be submitted to the Planning Department consistent with the Department's pre-application meeting proof of meeting requirements and shall be kept with the project file. The Planning Director, or Planning Commission if required, shall not approve a formula retail project prior to any such required meeting.

(ii) The Planning Director shall retain the discretion to disapprove a proposed formula retail use, with the exception of those uses set forth in section (iii) below, based on but not limited to the following considerations: the concentration of formula retail uses in the area; the demand for the proposed goods or services; and the use mix and other uses within 1/4 mile of the proposed use.

(iii) Grocery stores, pharmacies, and financial services, except fringe financial services, shall be exempted from sections (i) and (ii) above.

(C) **Prohibited Uses.** The following uses shall be prohibited within this Special Use District:

(i) Auto repair services;

(ii) Office, except in existing buildings or as an accessory use to other permitted uses. The floor controls set forth in Section 803.9(f) for the MUG zoning designation shall not apply to office use in the Old Office Building or to the existing building located on Assessor's Block and Lot No. 5100-007;

(iii) Wholesale sales;

(iv) Motor vehicle repair;

(v) Automobile tow;

(vi) Storage and distribution;

(vii) Surface parking lots;

(viii) Commuter or park-and-ride parking, defined as any automobile parking in a garage or lot that is available for parking for longer than four hours and available for use by individuals who are not residents, workers, or visitors to the uses in the Special Use District or the immediate vicinity; and

(ix) Drive-through establishments.

(D) **Temporary Uses.** A temporary use may be authorized by the Planning Director for a period not to exceed 4 years if the Director finds that such use: (i) will not impede orderly development within the Special Use District; (ii) is consistent with this Special Use District, the Design for Development, Open Space and Streetscape Master Plan, and Development Agreement; and (iii) would not pose a nuisance to surrounding residential uses. In addition to those uses set forth in Section 205, such interim uses may include but are not limited to: mobile or temporary retail or food/beverage services; farmers' markets; arts or concert uses; temporary parking; and rental or sales offices incidental to new development. An authorization granted pursuant to this section shall not exempt the applicant from obtaining any other permit required by law. Additional time for such uses may be authorized only by action upon a new application.

(3) **Density of Dwelling Units.** Dwelling unit density shall be governed by the controls set forth in the Design for Development. The maximum number of dwelling units within Zone 1 shall be 1,679 units.

(4) **Residential Affordable Housing Requirement.** The provisions of Section 415 shall apply except as otherwise agreed to in the Development Agreement.

(5) **Retail Size Limits.** There shall be no retail size limits for grocery stores.

(6) **Building Standards.**

(A) **Vertical Control for Office.** Vertical floor controls for office set forth in Section 803.9 shall not apply in existing buildings

on the site.

(B) **Height.** Height of a building or structure shall be defined, measured, and regulated as provided for in Sections 102 and 260 where applicable, and as below in the following scenarios:

(i) Where the lot is level with or slopes downward from a street at the centerline of the building or building step, the measurement point shall be taken at the back of sidewalk level on such a street. The plane determined by the vertical distance at such point may be considered the height limit at the opposite (lower) end of the lot, provided the change in grade does not enable an additional story of development at the downhill property line. This takes precedence over Section 260(a)(1)(B).

(ii) Where the change in grade does enable an additional floor of development, height must be measured from the opposite (lower) end of the lot.

(iii) Where there is conflict with Section 102 or Section 260 of the Code, the requirements of this Special Use District shall apply.

(iv) In addition to the exceptions listed in Section 260(b), the following shall also be exempt from the height limits:

(aa) Architectural elements related to design of rooftop open space, such as open air roof terraces, which shall not be enclosed, but may include partial perimeter walls if required for safety.

(bb) The corner portion of occupied space on the northeastern corner of Leland Avenue and Bayshore Boulevard may extend up to ten feet above the maximum height, provided: its dimension along each facade is no greater than the distance to the facade's nearest massing break or facade design feature used to reduce the building's visual scale on the floor below (see Design for Development, Massing Guideline 2); and it is part of a common, private open space consistent with Design Guideline 4 in the Private Open Space section of the Design for Development or is designed as a solarium per Section 134(f)(4).

(C) **Building Bulk.** Bulk and mass limitations shall be as follows:

(i) No building wall that fronts a street or other publicly accessible right-of-way may exceed a maximum continuous length of 100 feet without a massing break or change in apparent face. Massing breaks or changes in apparent face may be accomplished through the options set forth in the Design for Development.

(ii) Building facades shall incorporate design features at intervals of 20-30 feet (measured horizontally along the building facade) that reduce the apparent visual scale of a building. Such design features may include but are not limited to window bays, porches/decks, setbacks, changes to facade color, or building material.

(iii) The floor plates of upper floors of building, defined as the top 1-2 floors, shall have setbacks equal to a minimum of 15% of the floor plate size relative to the floor immediately below, except for those parcels designated as 10, 11, and 12 in the Design for Development where the minimum shall be 10%. A minimum of 1/3 of the required setback area shall be a full two stories in height, as set forth in the Design for Development.

(D) **Unit Mix.** At least 30 percent of the dwelling units in each building with residential uses shall contain at least two bedrooms.

(E) **Front Setbacks.** Front setbacks are not permitted along Bayshore Boulevard and Leland Avenue. Front setbacks are required along Raymond Avenue, where buildings shall be set back five to eight (5-8) feet. In all other areas, setbacks may range from zero to a maximum of eight (0-8) feet. The setback shall be consistent along major building bays.

(F) **Required Ground Floor Commercial Frontages.** Ground floor retail uses are required along the western sections of Leland Avenue, as described in the Design for Development, and as set forth in Design for Development Figure 2.2.

(G) **Required Ground Floor Residential Entrances.** Residential entrances are required to line streets, as described in the Design for Development, and as set forth in Design for Development Figure 2.2.

(H) **Usable Open Space for Non-Residential Uses.** Non-residential uses are not required to provide usable open space.

(I) **Usable Open Space for Dwelling Units.** Usable open space meeting the standards of Section 135 shall be provided for each dwelling unit in the following ratios: 60 square feet if private; or 50 square feet if common. Space in a public right-of-way, publicly-accessible pathways (as illustrated in Figure 2.4 of the Design for Development), or public open space required by the Development Agreement, including Leland Park, Visitacion Park, or Blanken Park (each as defined in the Design for Development), shall not be counted toward satisfaction of the requirements of this subsection.

(7) **Off-Street Automobile Parking.** Off-street accessory parking shall not be required for any use, and may be provided in quantities up to the maximum number of spaces specified in Table 1 below.

Table 1. Off-Street Parking Limits.

Use or Activity	*Maximum Off-Street Car Parking Permitted as Accessory*
Residential	One per dwelling unit
Grocery	One parking space per 333 gross square feet
Retail	With the exception of grocery retail as set forth above, one parking space per 500 occupied square feet

School, fitness or community center use	One parking space per 1,000 occupied square feet
All other non-residential uses	One parking space per 750 occupied square feet

(A) An individual building may exceed applicable accessory off-street parking ratios by up to 10% without being considered a Major Modification, Minor Modification, or otherwise inconsistent with the Special Use District or the Design for Development so long as the total maximum accessory off-street parking permitted for Zone 1 is not exceeded at full Zone 1 build out.

(B) Collective provision and joint use of required off-street parking. Off-street parking spaces for all uses other than residential shall be located on the same lot as the use served, as an accessory use; or within a distance of no more than 800 feet, consistent with the use provisions applicable to the district in which such parking is located.

(8) **Car-Share Parking.** Required car-share spaces available to a certified car-share organization meeting the requirements of Section 166 may be provided as follows: on the building site; or at an on-street or off-street location within 800 feet of the building site and clustered near key locations such as transit nodes or retail.

(9) **Modifications to Building Standards.** Modification of the controls set forth in this Section 249.45(e) and the Design for Development may be approved on a project-by-project basis as follows:

(A) **No Modifications or Variances Permitted.** No modifications or variances are permitted for the following standards: parking maximums or height limits. Except as explicitly provided in subsections 249.45(e)(9)(B) and (C) below, no other standard set forth in this Special Use District or in the Design for Development may be modified or varied.

(B) **Major Modifications.** A "Major Modification" is any deviation of more than 10 percent from any quantitative standard in this Special Use District or the Design for Development. A Major Modification may be approved only by the Planning Commission at a public hearing according to the procedures set forth in subsection 249.45(e)(11)(G), and the Planning Commission's review at such hearing shall be limited to the Major Modification. Without limitation, each modification listed below in Table 2. Major Modifications is a Major Modification.

Table 2. Major Modifications

Bulk and Massing. A deviation of more than 10 percent from any numerical standard set forth in Section 249.45(e)(6)(C) and the Massing Section (Controls 1-3) of the Design for Development.
Ground Floor Entrances. A deviation of more than 10 percent from any dimensional standard set forth in the Residential Entrances & Retail Entrances controls in the Design for Development.
Private Open Space. Modification of any numerical standard forth in Section 249.45(e)(6)(I) and the Private Open Space Section Controls of the Design for Development.
Car Sharing. Modification of any car-sharing numerical standard set forth in Section 249.45(e)(8) and in the Off-Street Parking Requirements Section of the Design for Development.
Public Realm. A deviation of more than 10 percent from any dimensional standard set forth in the Street and Pathway Design Controls Section and the Public Open Space Controls Section of the Design for Development.

Notwithstanding any other provisions of this Section, the Planning Director may refer a proposed Modification, even if not otherwise classified as a Major Modification, to the Planning Commission as a Major Modification if the Planning Director determines that the proposed modification does not meet the intent of the standards set forth in the Design for Development. The Planning Commission may not impose conditions of approval that conflict with the Development Agreement.

(C) **Minor Modifications.** Any modification to the building standards of this Special Use District and contained in the Design for Development not considered a Major Modification pursuant to subsection (B) above shall be considered a Minor Modification. Except as permitted in accordance with subsection (B) above, a Minor Modification is not subject to review by the Planning Commission and may be approved by the Planning Director according to the procedures described in subsection 249.45(e)(11)(F).

(10) **Development Phase Review and Approval.** No application for an individual building project shall be approved unless it is consistent with and described in an approved Development Phase Application, as described in the Development Agreement. The Development Phase Approval process, as set forth in greater detail in the Development Agreement, is intended to ensure that all buildings within a phase as well as new infrastructure, utilities, open space and all other improvements promote the purpose of the Special Use District and meet the requirements of the Design for Development, the Open Space and Streetscape Master Plan, and the Infrastructure Master Plan. Each Development Phase Application shall include the design and construction of the appropriate adjacent and related street and public realm infrastructure, including implementation of all applicable mitigation measures, consistent with the Development Agreement, Design for Development, Open Space and Streetscape Master Plan, and any other supporting documents to the Development Agreement. Implementation of such improvements shall be subject to approval and review by the Planning Department and other relevant City agencies as set forth in the Development Agreement.

(11) **Design Review and Approval.** The design review process is intended to ensure that all new buildings within Zone 1, the public realm associated with each new building, and any community improvements exhibit high quality architectural design, promote the purpose of the Special Use District, and meet the requirements of the Design for Development and Open Space and Streetscape Master Plan. Design review by the Planning Department is required for the construction, expansion, or major alteration of or additions to all structures within this Special Use District, as well as construction of any parks over ½ acres in size that will not be acquired by the

Recreation and Park Department.

(A) **Pre-application Meeting.** Prior to filing any site and/or building permit application, the project sponsor shall conduct a minimum of one pre-application meeting. The meeting shall be conducted at, or within a one-mile radius of, the project site, but otherwise subject to the Planning Department's pre-application meeting procedures, including but not limited to the submittal of required meeting documentation. A Planning Department representative shall attend such meeting.

(B) **Staff Consistency Review.** All site and/or building permit applications for construction of new buildings or major alterations of or major additions to existing structures within Zone 1 submitted to the Department of Building Inspection shall be forwarded to the Planning Department. The Planning Department shall review the applicable application to ensure consistency with this Special Use District, the Design for Development, and the Open Space and Streetscape Master Plan, and other relevant Planning Code requirements. Department staffs consistency review shall be completed within sixty (60) days of the Department's determination that the application is complete, including submission of such documents and materials as are necessary to determine such consistency, including site plans, sections, elevations, renderings, landscape plans and exterior material samples to illustrate the overall concept design of the proposed new buildings (or major alterations or additions) and such other materials as may be necessary or appropriate given the permit, including any modifications, sought. Any submission must also identify its consistency with, or effect on, any phasing or other requirements relating to any Public or Community Improvements.

(C) **Notification.** After staff review described in section (B) above and no less than 30 days prior to Planning Director or Planning Commission action on an application, notice will be provided according to Section 312.

(D) **Post-Application Meeting for Site and Building Permit Applications and Parks and Public Open Space Subject to Design Review.** The following requirement applies to applications for site and/or building permits and parks or other public open space subject to design review and approval under this Subsection 249.45(e)(11). During the 30-day public review period under this Subsection 249.45(e)(11), the project sponsor shall hold a public meeting on or proximate to the proposed project site. A representative from the Planning Department shall attend any such meeting. Documentation that the meeting took place shall be submitted to the Planning Department consistent with the Department's pre-application meeting proof-of-meeting requirements and shall be kept with the project file. The Planning Director, or Planning Commission if required, shall not approve a such a project prior to any such required meeting.

(E) **Staff Report.** Upon completion of staff consistency review, staff will issue a Staff Report to the Planning Director describing consistency of the proposed project with this Special Use District, the Design for Development, and the Open Space and Streetscape Master Plan, and other relevant Planning Code requirements, and stating a recommendation on any modifications, if any, being sought. Such Staff Report shall be delivered to the applicant no less than 10 days prior to Planning Director action on any application, including any Modification, and shall be kept on file for public review.

(F) **Director Determination.** The Planning Director's approval or disapproval of any such Application, along with any Minor Modification if applicable, shall be limited to a determination of its compliance with this Section, the Design for Development, and the Open Space and Streetscape Master Plan, as applicable. If the project is consistent with the quantitative standards set forth in the Special Use District, the Design for Development, the Open Space and Streetscape Master Plan, and the Infrastructure Plan, the Planning Director's discretion to approve or disapprove the project shall be limited to the project's consistency with the Design for Development and the General Plan. Prior to making a decision, the Planning Director, in his or her sole discretion, may seek comment and guidance from the public and Planning Commission on the design of the project, including the granting of any Minor Modifications, in accordance with the procedures of subsection (G)(ii) below.

(G) **Approvals and Public Hearings.**

(i) Except for projects seeking a Major Modification, the Planning Director may approve or disapprove the project design and any Minor Modifications based on its compliance with this Special Use District, the Design for Development, and the Open Space and Streetscape Master Plan.

(ii) **Projects Seeking Major Modifications.** The Planning Commission shall hold a public hearing for all projects seeking one or more Major Modifications and for any project seeking one or more Minor Modifications that the Planning Director, in his or her sole discretion, refers to the Commission. The Planning Commission shall consider all comments from the public and the recommendations of the staff report and the Planning Director in making a decision to approve or disapprove the project design, including the granting of any Major or Minor Modifications.

(iii) **Notice of Hearings.** Notice of hearings required by subsection (ii) above shall be provided as follows: by mail not less than 10 days prior to the date of the hearing to the project applicant, to property owners and occupants within 300 feet of the exterior boundaries of the property that is the subject of the application, using for this purpose the names and addresses as shown on the citywide assessment roll in the Office of the Tax Collector, and to any person who has requested such notice; and by posting on the subject property at least 10 days prior to the date of the hearing.

(12) **Design Review and Approval of Community Improvements.** To ensure that any Community Improvements (as defined in the Development Agreement) meet the Design for Development, the Open Space and Streetscape Master Plan, and the Infrastructure Plan requirements an application for design review shall be submitted to the Planning Department and design review approval granted by the Planning Director, or the Planning Commission if required, consistent with the Development Agreement before any separate permits are obtained for the construction of any Community Improvement within or adjacent to the Special Use District.

(13) **Discretionary Review.** No requests for discretionary review shall be accepted by the Planning Department or heard by the Planning Commission for projects within Zone 1.

(14) **Appeal and Decision on Appeal.** The decision of the Planning Director to grant or deny any project, including any Minor Modification, or of the Planning Commission to grant or deny any Major Modification, may be appealed to the Board of Appeals by any

person aggrieved within 15 days after the date of the decision by filing a written notice of appeal with that body. A decision of the Planning Commission with respect to a Conditional Use may be appealed to the Board of Supervisors in the same manner as set forth in Section 308.1.

(Added by Ord. 73-09, File No. 090223, App. 5/8/2009; amended by Ord. 150-14, File No. 140445, App. 7/24/2014, Eff. 8/23/2014; Ord. 202-18, File No. 180557, App. 8/10/2018, Eff. 9/10/2018; Ord. 296-18, File No. 180184, App. 12/12/2018, Eff. 1/12/2019)

AMENDMENT HISTORY

Section amended essentially in its entirety, Ord. 150-14, Eff. 8/23/2014. Divisions (e)(2)(B), (e)(6)(B)- (B)(iii) amended; Ord. 202-18, Eff. 9/10/2018. Division (e)(2)(C)(ii) amended; Ord. 296-18, Eff. 1/12/2019.

Editor's Note:

This section originally was designated 249.40 when enacted by Ord. 73-09. The section was redesignated by the editor in order to avoid conflicting with previously existing material. The section subsequently has been amended under its current number, as documented in the history note above.

Jeffrey H. Lowenthal (State Bar No. 111763)
Dana Andreoli (State Bar No. 262068)
Stacey C. Quan (State Bar No. 280004)
STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
Telephone: (415) 421-3400
Facsimile: (415) 421-2234
E-mail: jlowenthal@steyerlaw.com
dandreoli@steyerlaw.com
squan@steyerlaw.com

Attorneys for Defendant and Cross-Complainant
424 Jessie Historic Properties, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

VISITACION INVESTMENT, LLC, a California limited liability company,

Plaintiff,

v.

424 JESSIE HISTORIC PROPERTIES, LLC, a California limited liability company, all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the Complaint adverse to Plaintiff's title, or any cloud on Plaintiff's title thereto, and DOES 1 through 50, inclusive,

Defendants.

AND RELATED CROSS-ACTION.

Case No. CGC-19-579667

PEREMPTORY CHALLENGE TO JUDICIAL OFFICER (C.C.P. §170.6); AFFIDAVIT OF PREJUDICE

Action Filed: October 1, 2019
Trial Date: July 12, 2021

Defendant and cross-complainant 424 Jessie Historic Properties, LLC ("JHP") respectfully moves, pursuant to California Code of Civil Procedure Section 170.6, for the Honorable Charles F. Haines, Judge of the Superior Court, to be disqualified from hearing the cross-motions for summary judgment or, alternatively, summary adjudication of JHP and plaintiff and cross-defendant Visitaction Investment, LLC ("Plaintiff") currently set for June 10, 2021 in Department 501, and for the cross-motions to be reassigned to another, and different judicial officer, on the grounds set forth in the Declaration of Jeffrey H. Lowenthal, submitted herewith.

DECLARATION OF JEFFREY H. LOWENTHAL

I, Jeffrey H. Lowenthal, declare:

I am an attorney for defendant and cross-complainant 424 Jessie Historic Properties, LLC ("JHP"), a party to this action. The Honorable Charles F. Haines, the judicial officer before whom a hearing on the cross-motions for summary judgment or, alternatively, summary adjudication, of JHP and plaintiff and cross-defendant Visitacion Investment, LLC ("Plaintiff") in this case is pending, is prejudiced against JHP, JHP's attorney, and/or the interests of JHP or JHP's attorney, such that I believe JHP cannot have a fair and impartial hearing before Judge Haines.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: May 25, 2021

STEYER LOWENTHAL BOODROOKAS ALVAREZ & SMITH LLP

By: _____
Jeffrey H. Lowenthal
Attorney for Defendant and Cross-Complainant
424 Jessie Historic Properties, LLC

PROOF OF SERVICE

I declare that I am over the age of eighteen years and that I am not a party to this action. I am an employee of Steyer Lowenthal Boodrookas Alvarez & Smith LLP, and my business address is 235 Pine Street, 15th Floor, San Francisco, CA 94104.

On the date set forth below, I served the following document(s):

PEREMPTORY CHALLENGE TO JUDICIAL OFFICER (C.C.P. § 170.6); AFFIDAVIT OF PREJUDICE

on the interested parties in this action as follows:

Kenneth S. Katzoff
Stephen Preonas
Katzoff & Riggs
1500 Park Avenue, Suite 300
Emeryville, CA 94608
Telephone: 510-597-1990
Email: kkatzoff@katzoffriggs.com
spreonas@katzoffriggs.com

[Attorneys for Plaintiff and Cross-defendant Visitacion Investment, LLC]

☒ **BY FILE & SERVEXPRESS.** I caused such document(s) to be electronically served via File & ServeXpress on all interested parties at the email addresses listed with the Court in this matter.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 25, 2021, at San Francisco, California.

P. Spencer

Patricia Spencer

KENNETH S. KATZOFF (SBN 103490)
ROBERT R. RIGGS (SBN 107684)
STEPHEN G. PREONAS (SBN 245334)
Katzoff & Riggs LLP
1500 Park Ave., Suite 300
Emeryville, CA 94608
Tel. No. (510) 597-1990
e-mail: spreonas@katzoffriggs.com

Attorneys for Plaintiff and Cross-Defendant
VISITACION INVESTMENT, LLC

SUPERIOR COURT OF CALIFORNIA – UNLIMITED CIVIL JURISDICTION

CITY AND COUNTY OF SAN FRANCISCO

VISITACION INVESTMENT, LLC Plaintiff, vs. 424 JESSIE HISTORIC PROPERTIES, LLC, et al., Defendants. AND RELATED CROSS-ACTION	Case No. CGC-19-579667 **MEMORANDUM IN OPPOSITION TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT ON COMPLAINT, OR ALTERNATIVELY, SUMMARY ADJUDICATION** Date: June 10, 2021 Time: 9:30 a.m. Dept: 501 Complaint Filed: Oct. 1, 2019 Trial Date: July 12, 2021

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

TABLE OF CONTENTS

INTRODUCTION 5

STATEMENT OF FACTS 6

A. UP Conveyed the "Excess" JHP Property and Railroad Easement to Defendant's Predecessor Via Quitclaim Deed for Redevelopment After it Determined, Through its Rigorous, Twelve-Committee Review Board, That UP No Longer Needed the Railroad Easement for Any Railroad Use. 6

B. Union Pacific Has No Record of Any Railroad Use of the Railroad Easement or Any Documentation of Any Railroad Equipment or Related Communication Equipment in the Railroad Easement. 8

C. Proven Used the JHP Property for Less Than 90 Days to Park Personal Employee Vehicles and Not for Any Current Railroad Use, as Incorrectly Alleged in Defendant's MSJ. 9

D. Visitacion Licensed the JHP Property to Reduce the Cost of the Installation of a Retaining Wall Constructed Along the Border of the Properties and Not for Any Railroad Use. 12

ARGUMENT 13

A. Summary Judgment Must Denied to Defendant and Granted in Favor of Visitacion Because the Undisputed Material Facts Establish That the Railroad Easement Was Abandoned. 13

B. It is Undisputed That, as Matter of Law, UP and JHP Have Abandoned Any Railroad Use of the JHP Property. 15

C. As a Matter of Law, The Court Should Reject the Meritless Contention in Defendant's MSJ That Reference to the Railroad Easement in the 2015 Quitclaim Deed and Defendant's Self-Serving Conclusions of Law Prevent a Finding of Abandonment and Termination. 17

D. The Court Should Reject the Meritless Argument That a Clause in the Railroad Easement Regarding "Communications Lines and Facilities" Is a Separate Stand-Alone Easement That Has Nothing to Do with the Railroad Easement 19

CONCLUSION 24

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

TABLE OF AUTHORITIES

Cases

Aguilar v. *Atlantic Richfield, Co.* (2001) 25 Cal.4th 826 13

Binder v. *Aetna Life Ins. Co*. (1999) 75 Cal.App.4th 832 13

Brandt Trust v. United States (2014) 572 U.S. 93 22

California & N. R. Co. v. Mecartney (1894) 104 Cal. 616 14

City of Manhattan Beach v. Superior Court (1996) 13 Cal.4th 232 20

Flanagan v. San Marcos Silk Co. (1951) 106 Cal.App.2d 458 ..... 14, 15

Highland Realty Co. v. San Rafael (1956) 46 Cal.2d 669 ..... 14, 18

Home Real Estate Co. v. Los Angeles Pacific Co. (1912) 163 Cal. 710 ..... 14, 15

Johnson v. *American Standard Inc.* (2008) 43 Cal.4th 56 13

Lewis v. *Standard Oil Co*. (9th Cir. Cal. Feb. 23, 1937), 88 F.2d 512 23

Los Angeles v. *Howard* (1966), 244 Cal. App. 2d 538 23

Mammoth Cove National P. Assn. v. State Highway Com., 261 Ky. 769, 88 S.W.2d 931 15

McCann v. City of Los Angeles (1978) 79 Cal.App.3d 112 19

Nevada Irrigation Dist. v. Keystone Copper Corp. (1964) 224 Cal.App.2d 523 22

Ocean Shore Railroad Co. v. *Doelger ("Doelger I")* (1954) 127 Cal. App. 2d 392 ..... passim

Ocean Shore Railroad Co. v. Doelger ("Doelger II") (1960) 179 Cal.App.2d 222 ..... 14, 15, 16, 22

People v. Ocean Shore Railroad, Inc. (1948) 32 Cal.2d 406 16

Rosecrans v. *Pacific E. R. Co.* (1943) 21 Cal. 2d 602 23

San Gabriel v. Pacific Elec. Ry. Co. (1933) 129 Cal.App. 460 18

Southern California Edison Co. v. Severns (2019) 39 Cal.App.5th 815 ..... 19, 20

Union Pacific Railroad Co. v. Santa Fe Pacific Pipelines, Inc. (2014) 231 Cal.App.4th 134 14

Van Klompenburg v. Berghold (2005) 126 Cal.App.4th 345 19

Warren v. *Atchison, T. & S.F. Ry. Co*. (1971) 19 Cal. App. 3d 24 13

Statutes

Cal. Civil Code § 811 23

Civ. Code, § 1636 20

Civil Code § 1069 23

Other Authorities

6A Powell on Real Property (1995 ed.) P 897[1] [b], p. 81A-29 18

Restatement (Third) of Property, Servitudes § 1.2 (1998) 22

Restatement of Property § 504 14

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

INTRODUCTION

The Court should deny the motion for summary judgment ("the Defendant's MSJ") of defendant 424 Jessie Historic Properties, LLC ("defendant"). As set forth in the cross-motion of plaintiff Visitacion Investment, LLC ("plaintiff") for summary judgment, or in the alternative, summary adjudication ("Plaintiff's MSJ"), it is undisputed that any bona fide railroad use of defendant's property ("the JHP Property") and the subject historic railroad easement ("the Railroad Easement") has long been terminated.[1] JHP's predecessor in interest Union Pacific Railroad ("UP") discontinued such use, removed all railroad tracks from the Railroad Easement, sold the JHP Property to a real estate developer and quitclaimed its interest in the Railroad Easement.

As matter of law, these undisputed facts, when repeatedly presented to courts in connection with the redevelopment of abandoned railroad easements, support the termination of such easements to allow for such redevelopment. With the approval of the City, plaintiff is developing its Visitacion Valley property ("the Visitacion Property") with one of the largest residential developments in San Francisco consisting of approximately 1,679 housing units ("the Visitacion Project"). Plaintiff's MSJ established that defendant has seized on the Railroad Easement not for anything dealing with a bona fide railroad, but to interfere with plaintiff's Visitacion Project. The Court should deny Defendant's MSJ and grant Plaintiff's MSJ.

[1] In opposition to Defendant's MSJ, plaintiff incorporates Plaintiff's MSJ and all of the supporting evidence, factual statements and argument in support thereof.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

STATEMENT OF FACTS

In opposition to defendant's MSJ Plaintiff incorporates in full its statement of facts in support its MSJ. Plaintiff provides the following additional facts.

A. UP Conveyed the "Excess" JHP Property and Railroad Easement to Defendant's Predecessor Via Quitclaim Deed for Redevelopment After it Determined, Through its Rigorous, Twelve-Committee Review Board, That UP No Longer Needed the Railroad Easement for Any Railroad Use.

Southern Pacific Transportation Company ("SPRR") after merging with Union Pacific Railroad (both collectively "UP") conveyed the JHP Property and the Railroad Easement in by way of a 2015 quitclaim deed to Patrick McNerney ("the 2015 Quitclaim Deed"). (Plaintiff's Verified Complaint, Exh. 3.) UP did so only after it determined this property was an "excess" property no longer needed to support its railroad operations.

UP maintains a real estate sales division dedicated to selling off "excess" or "surplus non-operating railroad real estate." (Deposition of Robert Krantz ("Krantz Depo"), attached as Exhibit A to Declaration of Stephen Preonas in Opposition to Defendant's Motion for Summary Judgment, or Alternatively, for Summary Adjudication ("Preonas Opp. Decl."), 19:6 – 19:9, 19:21 – 19:23; 50:4 – 50:6, 79:9 – 79:18, 80:11 – 80:14.) One of the important functions of this real estate sales division is to attempt to maximize the sales value of the excess properties. (*Id*., 93:2 – 93:10.)

It is the general practice of UP to "convey out" its excess properties by way of a quitclaim deed transferring only the interest the grantor has at the time the conveyance. (*Id*., 79:6 – 79:10.) In the 2015 Quitclaim Deed UP did not promise anything, other than to give up its own rights, and did not offer any express or implied warranties regarding the continued existence of the Railroad Easement.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Approval of UP's quitclaim of its interest in the Railroad Easement required extensive internal discussions to confirm that it no longer needed the easement to support its railroad operations. This included obtaining the approval of twelve different internal departments. (*Id.*, at 117:15 – 118:9, 119:4 – 119:13.)

When UP sold the JHP Property to McNerney, UP was aware that McNerney intended to develop the JHP property for residential housing and not for railroad purposes. (*Id.*, 80:25 – 81:4.) Prior to the transfer of the JHP Property to McNerney, UP had previously transferred another "excess" railroad property to McNerney in San Francisco, for redevelopment for non-railroad purposes. (*Id*., 81:18 – 82:7.)

The 2015 Quitclaim Deed by which UP transferred the JHP Property to McNerney specifically excluded any easement over the mainline railroad running along the Bay Area Peninsula described in the 1990 Deed reserving the Railroad Easement as Schedule 1, Parcel No. 1 to the "Mainline Easement." (*Id.*, 87:5 – 87:9, 87:19 – 87:25 & Exh. 2; Declaration of Howard Pearce in Opposition to Defendant's Motion for Summary Judgment, or Alternatively, for Summary Adjudication ("Pearce Opp. Decl."), ¶ 7 – 8 & Exh. A.) The 2015 Quitclaim Deed also excluded Schedule 2, Parcel No. 1 of the Railroad Easement containing an existing active railroad spur used by UP and Schedule 3, Parcel No. 1 containing a roadway access along the east side of the mainline right-of-way. (*Id.*)

The 2015 Quitclaim Deed stated the unmistakable railroad purpose of Schedule 1, Parcel No. 2 of the Railroad Easement, denominating it as a "(Signal Cabinet Area)". A signal cabinet or signal box is a piece of railroad equipment that has no use outside of a railroad use. (Krantz Depo, 139:22 – 141:10.) UP reserved the drill and spur track portion

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

of the Railroad Easement (Schedule 2, Parcel No. 2) to service the industrial area adjacent to the mainline that is currently being redeveloped for residential use in connection with the Visitacion Project. (*Id.,* 147:15 – 148:20.)

At the time UP sold the JHP Property, it understood that plaintiff would provide better access to the JHP Property via its network of streets constructed in connection with the Visitacion Project. (*Id*., 41:24 – 42:2 & Exh. 71.) At all times plaintiff has made clear, and there is no dispute, that plaintiff intends to provide vehicle and pedestrian access to the JHP Property through the system of streets to be constructed as part of the Visitacion Project. (Declaration of Greg Vilkin in Support of Motion of Plaintiff for Summary Judgment, or in the Alternative, Summary Adjudication ("Vilkin Decl."), ¶ 10.) Prior to UP quitclaiming its interest in the Railroad Easement to McNerney it had no discussions with plaintiff regarding its use for railroad purposes. (*Id.,* 94:11 – 95:16.)

For much of its recorded history UP leased the JHP Property to the Schlage Lock Company pursuant to long-term lease of approximately 50 years. Under this lease Schlage used what is now the Visitacion Property to support its manufacturing operations, and not for any railroad use. (*Id.,* 121:14 – 122:10.) At one point UP maintained a freight claims office adjacent to the Railroad Easement, but that building has been removed. (*Id.*. 123:18 – 123:19, 125:11 – 125:19 & Exh. 70.)

B. Union Pacific Has No Record of Any Railroad Use of the Railroad Easement or Any Documentation of Any Railroad Equipment or Related Communication Equipment in the Railroad Easement.

UP was not aware of any historical use of the Railroad Easement for railroad purposes and did not produce any records of UP's railroad use in response to a subpoena

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

calling for their production. UP was not aware of last time that any rail, or railroad related equipment, was in the Railroad Easement (Krantz Depo, 90:23 – 92:4 & Exh. 76.) The same is true of any communication equipment located in the Railroad Easement. UP was not aware of any such equipment, could not recall ever seeing such equipment in the Railroad Easement, and could not locate any records of such equipment. (*Id.*)

UP formerly maintained railroad tracks in the Railroad Easement, but they were removed long ago. (*Id.*, 98:8 – 98:18.) UP does not have any record of the presence of any of the types of rail and railroad related equipment in the Railroad Easement described in the 1990 Deed, including communications lines, telephone equipment, television equipment or related equipment. (*Id.*. 108:21 – 110:17.)

C. Proven Used the JHP Property for Less Than 90 Days to Park Personal Employee Vehicles and Not for Any Current Railroad Use, as Incorrectly Alleged in Defendant's MSJ.

Defendant's MSJ grossly mischaracterizes the nature and extent of the limited use of the JHP Property by Proven Management, Inc. ("Proven"). Contrary to what is alleged without evidentiary support in Defendant's MSJ, Proven does not currently license the JHP Property to support railroad construction work and never did. Rather, Proven's short term license of the JHP Property involved the parking of personal vehicles on the JHP Property, and not any railroad use. (Declaration of William Gilmartin attached as Exhibit B to Preonas Opp. Decl. ("Gilmartin Decl."), ¶ 7.)

Proven used the JHP Property for less than three months pursuant to a License Agreement for Entry and Use of Surface Property ("the JHP-Proven License Agreement"). (Gilmartin Decl., ¶ 5 & Exh. 1.). Proven used the JHP Property in connection with its work

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

for the Peninsula Corridor Joint Powers Board that owns and operates Caltrain ("the JBP") along its right of way across the broader Bay Area Peninsula ("the Caltrain Right of Way"). The work Proven performed for the JPB was in connection with a broader regional Peninsula Corridor Electrification Project pursued by the JPB to electrify the Caltrain rails across the Peninsula ("the Electrification Project"). (Gilmartin Decl., ¶ 2.)

Proven's work on the Electrification Project consisted of raising the crown of a tunnel that is located to the north of both the Visitacion Property and the JHP Property. Pursuant to the JHP-Proven License Agreement, Proven used the JHP Property for approximately 90 days only for parking light vehicles (cars and pickup trucks) that were either owned by Proven or that were the personal vehicles for Proven's workers and subcontractors. Proven did not perform any construction on the JHP Property, whether related to the Electrification Project, or otherwise. During the term of the JHP-Proven License Agreement Proven did not access to the Caltrain Right of Way from the JHP Property. (Gilmartin Decl., ¶ 3 – 6.)

During the term of the JHP License Agreement, Proven workers and subcontractors accessed the JHP Property to park their vehicles by using an unpaved road across the Visitacion Property that was ***outside*** the Railroad Easement. (Gilmartin Decl., ¶ 8 & Exh. 2.) Other than for this ingress and egress, Proven, and its workers and subcontractors, did not use the Visitacion Property in connection with the JPB Project. Proven, and its workers and subcontractors, did not use the Visitacion Property to operate, maintain, repair or otherwise use any railroad equipment, spur track, or switching station. Proven's use of the JHP Property to park light vehicles in connection with the Electrification Project did not

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

require a use permit from the City of San Francisco. (Gilmartin Decl., ¶ 7.) Proven did not store any construction materials for the Electrification Project on the JHP Property, nor did it transport any such materials across the Visitacion Property. Nor did Proven use the JHP Property or the Visitacion Property for outdoor staging of construction materials and equipment, or for assembly of work trains and rail track. (*Id.*, ¶ 18.)

In connection with the Electrification Project, Proven separately entered into another license agreement with Sunquest Properties, Inc. (the "Sunquest License Agreement") for Proven to use an approximately 150,000 sq. ft. portion of a property owned by Sunquest approximately one mile south of the tunnel that was the site of the Electrification Project (the "Sunquest Property"). (Gilmartin Decl., ¶ 8 & Exhs. 3 – 4.)

Because the Sunquest Property has access to the Caltrain Right of Way, unlike the JHP Property which fenced off this access, Proven used the Sunquest property to load materials directly on the rail tracks located in the Caltrain Right of Way. During the Electrification Project, Proven did not use either the JHP Property or the Visitacion Property to load any construction materials onto the Caltrain Right of Way. Because Proven's use of the Sunquest Property involved actual construction activity (as opposed to the mere parking of vehicles on the JHP Property) the City of Brisbane (where the Sunquest Property is located) required Proven to obtain a permit to use the Sunquest Property in connection with the Electrification Project. (Gilmartin Decl., ¶ 11 – 13 & Exhs. 5 –7.) The City of Brisbane approved of Proven's use of the Sunquest Property "for a 1-year period to allow for outdoor staging of construction materials and equipment and assembly of work trains and rail track segments on an approximately 3.5-acre vacant site with an existing rail

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

spur, in support of improvements along the Caltrain rail-line corridor." (*Id.*, at ¶¶ 15 – 16 & Exh. 7.)

D. Visitacion Licensed the JHP Property to Reduce the Cost of the Installation of a Retaining Wall Constructed Along the Border of the Properties and Not for Any Railroad Use.

On or about March 2, 2016, Visitacion entered into a Temporary License Agreement with McNerney as the then-owner of the JHP Property ("the Temporary License"). (Declaration of Patrick McNerney in Support of Defendant's MSJ ("McNerney Decl."), ¶ 11 & Exh. 4.) The purpose of the Temporary License was to provide Visitacion access to the JHP Property in connection with the construction of a retaining wall along the boundary line of the Properties. (Pearce Opp. Decl., ¶ 9.) At the time of the Temporary License, both Visitacion and McNerney were discussing the joint development of their respective properties. McNerney was considering developing buildings on the JHP Property that would be accessed via a new street to be constructed along the retaining wall on the eastern boundary of the JHP Property (Street A.) This is still a viable option for access to the JHP Property, and it is one which Visitacion has consistently offered to JHP to support its development goals on the JHP Property. (Pearce Opp. Decl., ¶ 10.)

In entering into the Temporary License, Visitacion did not intend to alter the rights of the parties regarding the Easements, including the right of Visitacion to seek to quiet title in them. (*Id.*) Section 1 of the License explicitly states that the License "does not amend or waive any rights of the parties under the RR Easements" including the right of Visitacion to seek to quiet title in them based upon their non-use and abandonment. Section 14 of the license prohibits either party from recording the document.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

ARGUMENT

In opposition to Defendant's MSJ, Plaintiff incorporates in full its argument in support of its own MSJ. Plaintiff provides the following additional argument.

A. Summary Judgment Must Denied to Defendant and Granted in Favor of Visitacion Because the Undisputed Material Facts Establish That the Railroad Easement Was Abandoned.

Defendant has the burden of persuasion and so must prove that there is no triable issue of fact as to the causes of action that it challenges. (*Aguilar* v. *Atlantic Richfield, Co.* (2001) 25 Cal.4th 826, 850.) All evidentiary doubts or ambiguities must be resolved in favor of Plaintiff. (*Johnson* v. *American Standard Inc.* (2008) 43 Cal.4th 56, 74.) In order to prevail here, defendant must show that based upon all the evidence submitted, together with all inferences reasonably deducible from the evidence, there is no triable issue as to any material fact required to prove an element of either cause of action. This is a high standard which requires defendant to convince the Court that there is no reasonable probability that plaintiff prevail on the causes of action. (*Binder* v. *Aetna Life Ins. Co*. (1999) 75 Cal.App.4th 832, 840.) The Court is required to strictly construe the moving party's evidence and liberally construe the opposing party's evidence. (Id. at 838.)

The common dispositive issue as to all of the causes of action in this matter is whether or not the Railroad Easement reserved in UP's 1990 sale of the Visitacion Property has been abandoned. The owner of a fee interest in real property subject to a servitude is entitled to have the extent and burdens of the servitude defined and determined in a quiet title action. (*Warren* v. *Atchison, T. & S.F. Ry. Co*. (1971) 19 Cal. App. 3d 24, 33.) The owner of a railroad easement terminates the easement by abandoning it. (*Ocean Shore Railroad Co*. v. *Doelger ("Doelger I")* (1954) 127 Cal. App. 2d 392, 401; Restatement of

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Property § 504.)

Railroad easements, because of their tendency to interfere with subsequent use and development of the strips of lands once contemplated for railroad use, have been a frequent topic of litigation. Railroad easements have been held to have, in some respects, their own distinctive rules and principles of construction. (See, e.g., *Highland Realty Co. v. San Rafael* (1956) 46 Cal.2d 669, 678; see also *Union Pacific Railroad Co. v. Santa Fe Pacific Pipelines, Inc.* (2014) 231 Cal.App.4th 134, 161-62 (a railroad easement is fundamentally different from other traditional kinds of easements).)

As long ago as 1894, the California Supreme Court established what is still the general rule in this area. "The right of way is in the nature of an easement and is acquired only for the purpose of the railroad. When the road is abandoned or removed from the strip of land over which the railroad has a right of way the land is discharged of the burden." (*California & N. R. Co. v. Mecartney* (1894) 104 Cal. 616, 623.) A cessation of operation of the railroad, coupled with an intent to abandon, divests the railroad company of the easement. (*Home Real Estate Co. v. Los Angeles Pacific Co.* (1912) 163 Cal. 710, 714.) Intent to abandon is normally a question to be determined by the trier of fact. (*Id.*; *Flanagan v. San Marcos Silk Co.* (1951) 106 Cal.App.2d 458, 463.) However, in the words of Justice Mathew Tobriner, where the "whistle of the railroad sounds only in the courtroom" (see *Ocean Shore Railroad Co. v. Doelger ("Doelger II")* (1960) 179 Cal.App.2d 222, 239), courts have pointed to certain factors indicating abandonment of the railroad easement as a matter of law.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

B. It is Undisputed That, as Matter of Law, UP and JHP Have Abandoned Any Railroad Use of the JHP Property, Terminating the Railroad Easement.

The undisputed facts demonstrate that all of the following factors tending to demonstrate abandonment of a railroad easement as a matter of law exist here: (1) removal of tracks; (2) nonuse; (3) ownership of the easement by a non-railroad; (4) physical alternation of the prior railroad use; and (5) economic infeasibility of railroad use.

Here, it is undisputed that any railroad tracks which once existed in the Railroad Easement have long since been removed, as has the freight claims office adjacent to the easement which was once used by UP to support its rail operations. Such removal supports the conclusion that abandonment has occurred. (E.g., *Doelger I,* 117 Cal.App.2d at p. 403, citing with approval *Mammoth Cove National P. Assn. v. State Highway Com.*, 261 Ky. 769, 88 S.W.2d 931, 935.)

In this case, the record shows removal of the tracks that is associated with a lengthy period of non-use. While non-use of a railroad easement does not alone extinguish the easement, a long-continued nonuser is evidence of an intent to abandon. (*Home Real Estate Co. v. Los Angeles Pacific Co.*, *supra,* 163 Cal. at p. 714; *Flanagan v. San Marcos Silk Co., supra,* 106 Cal.App.2d at p. 463.) The fact that the current owner of the JHP Property is a real estate developer and does not operate a railroad also supports abandonment. (E.g., *Doelger II*, *supra*, 179 Cal.App.2d at p. 228.) It is undisputed that defendant performed substantial acts to develop the JHP Property for non-railroad purposes and that UP quitclaimed to defendant with full knowledge of his intention to develop the property for

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

non-railroad use.[2]

The emergence of physical impediments to use of the strip of land in question for railroad purposes is another factor which supports abandonment here. *Doelger II* held that crops growing in the easement were a critical factor supporting a finding of abandonment. (179 Cal.App.2d at p. 229.) Here, use of the Railroad Easement has become physically impossible due to a barrier fence which UP required JHP and its predecessor to construct and is an affirmative covenant of the 2015 quitclaim deed to McNerney. (Complaint, Exh. 3.) This action by UP to legally compel the erection of this fence is comparable to the action of the railroad company, cited by the court in *Doelger II*, of selling off other portions of the connected right of way. (179 Cal.App.2d at p. 229)

Another key factor here is the economic infeasibility of any continued use of the right of way for railroad purposes. (*Doelger I*, 127 Cal.App.2d at pp. 402-03, citing *People v. Ocean Shore Railroad, Inc.* (1948) 32 Cal.2d 406, 419; *Doelger II,* 179 Cal.App.2d at p. 229.) Economic infeasibility was found to exist where the railroad operation was discontinued for more than 14 years prior to the commencement of the pertinent action to

[2] In 2015, JHP obtained the following: (1) an acoustical report that used the criteria for residential development; (2) a geotechnical report that evaluated the JHP Property for the proposed construction "of a 5-story residential building with one basement level"; and (3) a phase one environmental report. (Deposition of Patrick McNerney as PMK of Defendant ("McNerney Depo") attached as Exh. F to Declaration of Stephen Preonas in Support of Motion for Summary Judgment, or in the Alternative, Summary Adjudication ("Preonas Decl."), 40:16 – 43:4, 52:1 – 52:8, 109:24 – 111:24 & Exhs. 6, 7, and 13.) In March of 2016 McNerney requested that a general contractor provide a budget for building fourteen townhomes on the JHP Property. (McNerney Depo., 171:2 – 171:17 & Exh. 20.) In June of 2017, JHP's architects prepared a preliminary design concept for two buildings on the JHP Property to be used for retail, commercial, and parking. (McNerney Depo., 203:22 – 204:22; 205:11 – 205:15 & Exh. 29.) None of these designs contemplated any rail use of the JHP Property or the Railroad Easement.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

quiet title, and changed circumstances indicated that railroad service through the area was not viable. (*Doelger I*, 127 Cal.App.2d at pp. 402-03.)

In sum, these factors all weigh massively in favor of a finding of abandonment.

The Court should reject the contention that the short-term use of the JHP Property by Proven to park employee vehicles constitutes a railroad use that revives the abandoned Railroad Easement. Defendant's MSJ grossly overstates the significance, nature, location and duration of the JHP-Proven License Agreement.

Contrary to what is alleged in Defendant's MSJ, Proven does not currently license the JHP Property for any reason. Proven's short term license of the JHP Property involved the parking of personal vehicles on the JHP Property for and not any railroad use. (Gilmartin Decl., ¶ 6 -8.) Proven did not perform any construction on the JHP Property or access to the Caltrain Right of Way from the JHP Property or store any construction materials on that property. (Gilmartin Decl., ¶ 3 – 7.) Proven did not operate, maintain, repair or otherwise use any railroad equipment, spur track, or switching station on the Visitacion Property or within the Railroad Easement. Proven workers and subcontractors accessed the JHP Property to park their vehicles by using an unpaved road across the Visitacion Property and ***outside*** the Railroad Easement. (Gilmartin Decl., ¶ 8 Exh. 2.)

The JHP-Proven License Agreement to park the personal vehicles of Proven does not constitute a railroad use of the JHP Property or the Railroad Easement.

C. As a Matter of Law, The Court Should Reject the Meritless Contention in Defendant's MSJ That Reference to the Railroad Easement in the 2015 Quitclaim Deed and Defendant's Self-Serving Conclusions of Law Prevent a Finding of Abandonment and Termination.

The Court should reject defendant's attempt to avoid termination of the Railroad

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Easement on the basis that either defendant or UP does not it agree it was abandoned. Likewise, Defendant's MSJ misses the mark in alleging that the Railroad Easement can only be terminated by a formal relinquishment by defendant or UP.

Obviously, a requirement of formal relinquishment is not, and cannot, be the law. Such an absurd rule would render meaningless over 100 years of precedent establishing common law abandonment of deeded railroad easements in the absence of formal relinquishment. Substantial authority cited in support of Plaintiff's MSJ holds that courts may, and often do, declare railroad easements abandoned over the objection of a railroad or its successor in interest. The mere fact that the easement is described as perpetual in a deed of conveyance does not control, where evidence establishes that the easement was abandoned. (E.g., *Doelger II*, 127 Cal.App.2d at p. 403, citing *San Gabriel v. Pacific Elec. Ry. Co.* (1933) 129 Cal.App. 460, 464.) The fact that UP quitclaimed the Railroad Easement to McNerney also is not determinative of the abandonment issue. (E.g., *Highland Realty Co. v. San Rafael*, *supra*, 46 Cal.2d at pp. 679-80.) Furthermore, a conveyance of the Railroad Easement by quitclaim deed, as here, is made without any "assurance to the grantee that he or she actually has good title to, or even any interest at all in, the property." (6A Powell on Real Property (1995 ed.) P 897[1] [b], p. 81A-29.)

The undisputed facts of this case are very similar to the facts found to support a finding of abandonment of the railroad easement in *Doelger II*. Thus, this Court should hold that the Railroad Easement was abandoned by UP prior to its sale of the JHP Property in 2015.

The Court should reject the meritless contention in Defendant's MSJ that the

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Temporary License between plaintiff and defendant for non-railroad use "confirmed" and revived the Railroad Easement after their abandonment. Plaintiff entered into the Temporary License to use the JHP Property to construct a retaining wall on the Visitacion Property to further the residential development of the Visitacion Project. (Pearce Opp. Decl., ¶ 9 – 10.) Section 1 of the License explicitly states that the License "does not amend or waive any rights of the parties under the RR Easements." Section 14 of the License explicitly prohibits plaintiff and defendant from recording the Temporary License. The clear language of the License is that it was not intended to alter the rights of the parties at issue in this action or title to the Railroad Easement. This clear language is consistent with plaintiff's intention in entering into the License. (Pearce Opp. Decl., ¶ 9 – 10.)

D. The Court Should Reject the Meritless Argument That a Clause in the Railroad Easement Regarding "Communications Lines and Facilities" Is a Separate Stand-Alone Easement That Has Nothing to Do with the Railroad Easement

The Court should reject, as a matter of law, the meritless contention that the 1990 reservation of the Railroad Easement was really two easements, one a "railroad" easement, the other a "communications line" easement.

As with all contracts, the Court interprets the meaning of the Railroad Easement as a matter of law. "The interpretation of an easement, which does not depend upon conflicting extrinsic evidence, is a question of law." (*Southern California Edison Co. v. Severns* (2019) 39 Cal.App.5th 815, 822, citing *Van Klompenburg v. Berghold* (2005) 126 Cal.App.4th 345, 349, and *McCann v. City of Los Angeles* (1978) 79 Cal.App.3d 112, 115 fn.2.) In interpreting a conveyance such as the Railroad Easement, the intent of the parties is the paramount consideration. (*Southern California Edison Co. v. Severns, supra,* 39

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Cal.App.5th at p. 822, citing Civ. Code, § 1636; *City of Manhattan Beach v. Superior Court* (1996) 13 Cal.4th 232, 238.)

The Railroad Easement can only be understood as the grant of a railroad easement. It is titled "Form of Railroad Easement," and it is characterized in the opening sentence as "the right to own, operate, maintain, repair, lease, license, and/or remove existing and/or future railroad, rail, and railroad related equipment and facilities." Although it enumerates, in connection with such facilities, "communications lines and facilities," it would be utter nonsense to recharacterize this easement as being intended as a separate "communications line" easement separate from any railroad use.

Thus, the "Form of Railroad Easement" enumerates several ancillary aspects which patently are directed to intended railroad use, and which make no sense if divorced from railroad use. Thus, numerous of its provisions deal with "Rail Crossings," a defined term. There is a provision that the servient owner may construct improvements over "said easement" if they are "commencing at a minimum height of thirty-five (35) feet above top of rail." There is also a provision that UP reserves the right to construct "Improvements," defined as "structural support improvements and other improvements reasonably related to a railroad depot" within the easement area. None of this makes any sense as applied to stand-alone "communications lines and facilities" in the manner that JHP now argues.

Furthermore, the 2015 Quitclaim Deed unmistakably indicated the railroad purpose of the Railroad Easement in denominating Schedule 1, Parcel No. 2 as a "(Signal Cabinet Area)" where it was not previously denominated in the 1990 Grant Deed reserving the Railroad Easement. A signal cabinet or signal box is a piece of railroad equipment that has

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

no use outside of a railroad use. (Krantz Depo, 139:22 – 141:10.) It is preposterous to interpret this this signal cabinet area as supporting a non-railroad use.

Likewise, UP reserved the drill and spur track portion of the Railroad Easement (Schedule 2, Parcel No. 2) to service the industrial area adjacent to the mainline that is currently being redeveloped for residential use in connection with the Visitacion Project. (Krantz Depo. 147:15 – 148:20.)

It would blink reality and be totally unreasonable to construe the intent of the parties, in entering into the Railroad Easement, as being to create not just a railroad easement, subject to the usual rules of abandonment of such, but also a separate, stand-alone, perpetual "communications line" easement. Moreover, the record is clear that, apart from JHP's self-serving profession of some future intent to develop a "data center," there has never been any realistic plan to use the Railroad Easement for stand-alone "communications lines and facilities." There are currently no rail or railroad related equipment or facilities, and there are also no communications lines or facilities, anywhere in the Railroad Easement. (McNerney Depo, 38:1 – 39:22; 69:22 – 69:24, 180:13 – 181:25 & Exh. 22; Pearce Decl., ¶ 13 – 15 & Exh. D.) UP has no record of the presence of any such equipment in the Railroad Easement and could not recall the last time such equipment was present in the easement. (Krantz Depo, 98:8 – 98:18, 108:21 – 110:17.)

Indeed, such a "communications lines and facilities" easement is not economically viable, in that there is nothing to which to connect it. (Vilkin Decl., ¶ 26.) There is no indication that the JHP Property is not already served by all of the standard "communications lines and facilities" that are typical in the City of San Francisco.

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Thus, the Court should reject, as a matter of law, the argument that, even though the Railroad Easement has been abandoned, there is still a subsisting "communications lines and facilities" easement which restricts Visitacion's use and development of its property.

This finding is in accord with the rule that the doctrine of abandonment pertains to rights ancillary to the railroad easement itself. It is common that railroad easements and other comparable grants also involve ancillary property rights such as the right to maintain access and support facilities. (E.g., *Doelger I*, *supra,* 127 Cal.App.2d at p. 395; *Nevada Irrigation Dist. v. Keystone Copper Corp.* (1964) 224 Cal.App.2d 523, 524 & n.1 (mining rights).) Abandonment of the principal railroad easement has been held to be an abandonment of the ancillary easement, as well. (See, e.g., *Doelger II*, *supra,* 179 Cal.App.2d at pp. 234-35.) Abandonment of the railroad easement terminates all of the ancillary easements and servitudes, as well. "Unlike most possessory estates, easements ... may be unilaterally terminated by abandonment, leaving the servient owner with a possessory estate unencumbered by the servitude." (*Brandt Trust v. United States* (2014) 572 U.S. 93, 104-05, citing Restatement (Third) of Property, Servitudes § 1.2 (1998).) "In other words, if the beneficiary of the easement abandons it, the easement disappears, and the landowner resumes his full and unencumbered use of the land." (*Id.*)

Defendant's MSJ fails to support its unreasonable interpretation of the Railroad Easement in citing to a string of misleading and inapposite cases determining whether a deed granted a fee interest in a strip of land or an easement. The "fee vs easement" cases of *City of Manhattan Beach* v. *Superior Court* (1996) 13 Cal. 4th 232, 243 and *Machado* v. *Southern Pacific Transportation Co*. (1991) 233 Cal.App.3d 347, 352-53, do not apply

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

here where there is no question that the Railroad Easement is not a fee interest.

Also misleading and inapposite is the citation to *Cottonwood Duplexes, LLC* v. *Barlow* (2012) 210 Cal.App.4th 1501, which held that an easement cannot be extinguished based on the ***servient*** owner's unilateral acts. Here, plaintiff asserts that acts of the owner of the ***dominant*** estate, *i.e.*, UP, resulted in an abandonment of the easement. Furthermore, *Cottonwood* involved a very general utility easement, one that is less likely to be held abandoned by non-use than the special class of railroad easement at issue here.

More generally, Defendant's MSJ conspicuously avoids citation to the substantial body of railroad easement cases and focuses on cases involving non-railroad easements. *Reichardt* v. *Hoffman* (1997) 52 Cal.App.4th 754, 768 involved a residential, nonexclusive access easement. This case also involved a claim for statutory extinguishment of an easement under Cal. Civil Code § 811 not at issue here, where plaintiff alleges common law abandonment.

Defendant's citation to Civil Code § 1069 regarding construction of a reservation likewise misses the mark in the context of a specific purpose easement. Cases citing to this section uniformly hold that it will not support the construction of a reservation for a specific purpose to include a reservation for another broader purpose. (See *Lewis* v. *Standard Oil Co*. (9th Cir. Cal. Feb. 23, 1937), 88 F.2d 512; *Los Angeles* v. *Howard* (1966), 244 Cal. App. 2d 538.) More generally, cases interpreting § 1069 in the context of a railroad hold that they can be abandoned when not used for railroad purposes. (*Rosecrans* v. *Pacific E. R. Co.* (1943) 21 Cal. 2d 602.)

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

CONCLUSION

Defendant JHP's only true "intent" with respect to the Railroad Easement is to attempt to leverage its existence in the chain of title to derail the Visitacion Project, to cynically extract an unreasonable payment from Visitacion, and/or, to convince the City that the Visitacion Project is not feasible. The Court should reject, as a matter of law, defendant JHP's fanciful contention that any future rail use is intended within the Railroad Easement, and its equally fanciful interpretation that the Railroad Easement burdens the Visitacion Property separate and apart from the abandoned railroad use.

Therefore, the Court should deny Defendants' MSJ and grant Plaintiff's MSJ.

Dated: May 27, 2021

KATZOFF & RIGGS LLP

STEPHEN G. PREONAS

Attorneys for Plaintiff
and Cross-Defendant
VISITACION INVESTMENT, LLC

KATZOFF & RIGGS LLP
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

KENNETH S. KATZOFF (SBN 103490)
ROBERT R. RIGGS (SBN 107684)
STEPHEN G. PREONAS (SBN 245334)
Katzoff & Riggs LLP
1500 Park Ave., Suite 300
Emeryville, CA 94608
Tel. No. (510) 597-1990
e-mail: spreonas@katzoffriggs.com

Attorneys for Plaintiff and
Cross-Defendant VISITACION
INVESTMENT, LLC

SUPERIOR COURT OF CALIFORNIA – UNLIMITED CIVIL JURISDICTION

CITY AND COUNTY OF SAN FRANCISCO

VISITACION INVESTMENT, LLC Plaintiff, vs. 424 JESSIE HISTORIC PROPERTIES, LLC, et al., Defendants. AND RELATED CROSS-ACTION	Case No. CGC-19-579667 **PLAINTIFF'S SEPARATE STATEMENT OF MATERIAL FACTS IN OPPOSITION TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT ON COMPLAINT, OR ALTERNATIVELY, SUMMARY ADJUDICATION** Date: June 10, 2021 Time: 9:30 a.m. Dept: 501 Complaint Filed: Oct. 1, 2019 Trial Date: July 12, 2021

Plaintiff Visitacion Investment, LLC ("Plaintiff") hereby provides its Separate Statement of Material Facts in Opposition to Motion for Summary Judgment on Complaint, or Alternatively, Summary Adjudication of defendant 424 Jessie Historic Properties, LLC ("Defendant's MSJ") as follows:

KATZOFF & RIGGS
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

KATZOFF & RIGGS
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

PLAINTIFF'S SEPARATE STATEMENT OF MATERIAL FACTS IN OPPOSITION TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT, OR ALTERNATIVLEY, SUMMARY ADJUDICATION

Defendant's Undisputed Material Facts and Supporting Evidence	Plaintiff's Response and Supporting Evidence
1. On August 10, 1990, Southern Pacific Transportation Company ("Southern Pacific") expressly reserved for itself and its successors and assigns three easements (the "Easements") when it conveyed by Grant Deed that certain real property, a portion of which is commonly known as 2201, 2245, 2500, 2555 Bayshore Boulevard, 222 Tunnel Avenue, and 289, 290, 292 Sunnyvale Avenue, San Francisco ("Plaintiff's Property") to Plaintiff's predecessor in title and interest, Tuntex (USA), Inc., as corrected by Deed Correcting Description of Rail Easement dated July 23, 1991. Evidence: Declaration of Stacey C. Quan ("Quan Decl."), ¶2, Ex. 7 at ¶¶1, 9-15, Exs. 1-2.	1. Undisputed.
2. The Easements reserved by Southern Pacific are legally described as follows: "A perpetual, exclusive easement in, on, under, over and through the locations described in Schedule l (Railroad Main Line Easement), Schedule 2 (Drill & Spur Track Easement), and Schedule 3 (*Access Roadway Easement*) attached hereto, in which areas Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to own, operate, maintain, repair, lease, license,	2. Disputed. The legal description of the Easements does not emphasize with italic font the language italicized in Defendant's separate statement. The use of the Easements for communication lines and facilities is ancillary to the intended use of the Easements for railroad purposes. Supporting Evidence: Verified Complaint to Quiet Title, for Declaratory Relief and Preliminary and Permanent Injunction ("Complaint.") attached as

Defendant's Undisputed Material Facts and Supporting Evidence	Plaintiff's Response and Supporting Evidence
and/or remove existing and/or future railroad, rail and railroad related equipment and facilities and *communications lines and facilities of every kind and nature including but not limited to all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment*. All improvements presently existing on or hereafter constructed on the easement area, if owned by Grantor, shall remain the personal property of the Grantor and its successors and assigns. Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph. Grantor shall defend, indemnify and hold Grantee, its successors and assignees, harmless from and against any liability, damage, cost or expense arising from or in connection with Grantor's use of the property covered by the easement reserved herein." Evidence: Quan Decl., ¶2, Ex. 7, ¶¶ 14-15, Exs. 1-2 (emphases added); Declaration of Patrick McNerney ("McNerney Decl."), ¶2, Ex. 6.	Exhibit A to the Declaration of Stephen G. Preonas in Support of Plaintiff's Motion for Summary Judgment ("Preonas Decl."), Exhs 1 – 2. ¶2, Ex. Request for Judicial Notice in Support of Plaintiff's Motion for Summary Judgment and/or Summary Adjudication ("RJN"), Request No. 1 - 2.)
3. Neither Southern Pacific nor its successor by merger Union Pacific Railroad Company ("Union Pacific") relinquished, abandoned or terminated the Easements.	3. Disputed. Union Pacific abandoned and relinquished the Easements benefitting the JHP Property when it discontinued any railroad use of the easements, removed the railroad tracks

KATZOFF & RIGGS
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Defendant's Undisputed Material Facts and Supporting Evidence	Plaintiff's Response and Supporting Evidence
Evidence: Quan Decl., ¶2, Ex. 7, ¶¶ 12, 13, 16, 18, 25, Exs. 1-3; McNerney Decl., ¶¶2, 4, 5, 6, 10, 11, 12, Exs. 1, 4, 5, 6	from the Easements, designated the JHP Property as an "excess property" that was no longer needed to support continued railroad operations, and sold the JHP Property to a real estate developer for the purpose of residential development pursuant to a 2015 quitclaim deed ("the 2015 Quitclaim Deed" or the "2015 RR Deed") that contained a Fence Covenant that required the grantee to erect a fence on the JHP Property to prevent access to the mainline right of way adjacent to the JHP Property. The 1990 RR Deed and the 1991 RR Correction Deed" ("the RR Deeds") reserving the Easements describe the abandonment and termination of all or a portion of the Easements as follows: "Upon abandonment or termination of the easement, or any portion thereof, Grantor shall be obligated to execute and deliver to Grantee or its successors and assigns an instrument in form and substance a satisfactory to Grantee, or its successors and assigns, relinquishing the easement described in this paragraph." Among its provisions ancillary to its railroad purposes, the Railroad Easement permits the Grantee to use the Railroad Easement for "Rail Crossings" and to construct "improvements over said easement commencing at a minimum height of thirty-five (35) feet above top of rail line." It also provides for "structural support improvements and other improvements reasonably related to a rail depot."

KATZOFF & RIGGS
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Defendant's Undisputed Material Facts and Supporting Evidence	Plaintiff's Response and Supporting Evidence
	The 2015 Quitclaim Deed describes Schedule 2, Parcel No 2 of the Railroad Easement as a "Signal Cabinet Area" which is a special piece of railroad equipment. The 2015 RR Deed did not include a grant of UP's railroad right of way adjacent to the easterly boundary of the JHP Property. The 2015 Quitclaim Deed also excluded Schedule 2, Parcel No. 1 of the Railroad Easement containing an existing active railroad spur used by UP and Schedule 3, Parcel 1 No. 1 containing a roadway access along the east side of the mainline right-of-way. Since 2008 at the latest, the Railroad Easement has never been used for any railroad-related uses. By 2008 at the latest, all tracks formerly in the Railroad Easement area were removed. UP cannot recall the last time any railroad equipment was located in the Easements or any other equipment and has no record of any equipment in the Easements. UP does not have any record of the presence of any of the types of rail and railroad related equipment in the Railroad Easement described in the 1990 Deed, including communications lines, telephone equipment, television equipment or related equipment There are currently no rail or railroad related equipment or facilities, and there are also no communications lines or facilities, anywhere in the Railroad

KATZOFF & RIGGS
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Defendant's Undisputed Material Facts and Supporting Evidence	Plaintiff's Response and Supporting Evidence
	Easement. For much of its recorded history UP leased the JHP Property was to the Schlage Lock Company to support its manufacturing operations on what is now the Visitacion Property, and not for any railroad use, pursuant to a long-term lease of approximately 50 years. At one point UP maintained a freight claims office adjacent to the Railroad Easement, but that building has been removed. Supporting Evidence: Complaint, ¶ 11, 16, 18 & Exhs. 1 – 3; Plaintiffs Request for Judicial Notice in Support of Motion for Summary Judgment ("RJN") Nos. 1 – 4, 9; Defendant's Answer to Complaint ("Answer"), ¶ 8, 13, 15; McNerney Depo., 38:1 – 39:16, 38:20 – 39:22, 69:22 – 69:24, 180:13 – 181:25 & Exh. 22; Pearce Decl., ¶ 13 – 15 & Exh. D; Preonas Decl., ¶ 14 & Exh. K; Deposition of Robert Krantz ("Krantz Depo"), attached as Exhibit A to Declaration of Stephen Preonas in Opposition to Defendant's Motion for Summary Judgment, or Alternatively, for Summary Adjudication ("Preonas Opp. Decl."), 19:6 – 19:9, 19:21 – 19:23; 50:4 – 50:6, 79:9 – 79:18, 80:11 – 80:14, 80:25 – 81:4, 90:23 – 92:4,93:2 – 93:10, 98:8 – 98:18, 108:21 – 110:17, 117:15 – 118:9, 119:4 – 119:13, 121:14 – 122:10, 123:19, 125:11 – 125:19 125:11 – 125:19 147:15 – 148:20 & Exhs. 70, 76.)

KATZOFF & RIGGS
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Defendant's Undisputed Material Facts and Supporting Evidence	Plaintiff's Response and Supporting Evidence
4. On February 5, 2015, Union Pacific conveyed that certain property commonly known as 2201 Bayshore Boulevard and a portion of 220 Tunnel Avenue, San Francisco, California (the "JHP Property"), together with the Easements, to Patrick McNerney. Evidence: Quan Decl., ¶2, Ex. 7, ¶ 18 at Ex. 6; McNerney Decl., ¶2, Ex. 1.	4. Disputed. As set forth in the response to No. 3 above, which plaintiff in corporates in full in this response, the 2015 Quitclaim Deed conveying the JHP Property from Union Pacific to McNerney, granted McNerney whatever interest in the JHP Property that Union Pacific held at the time. At the time of this conveyance, the Easements had been abandoned and terminated by Union Pacific's non-use of the Easements for railroad purposes and removal of all railroad tracks and related equipment from the Easements for many years. Supporting Evidence: See supporting evidence in support of No. 3 above.
5. On September 14, 2016, Patrick McNerney conveyed the JHP Property, together with the Easements, to JHP. Evidence: Quan Decl., ¶2, Ex. 7, ¶ 18 at Ex. 7; McNerney Decl., ¶3, Ex.	5. Disputed. The Deed conveying the JHP Property from McNerney to JHP, granted JHP whatever interest in the JHP Property that Union Pacific held at the time it transferred the JHP Property to McNerney. As set forth in the response to No. 3 above, which plaintiff in corporates in full in this response, at the time of that conveyance, the Easements had been abandoned and terminated by Union Pacific's non-use of the Easements for railroad purposes and removal of all railroad tracks and related equipment from the Easements for many years prior to the 2015 Quitclaim Deed. Supporting Evidence:

KATZOFF & RIGGS
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Defendant's Undisputed Material Facts and Supporting Evidence	Plaintiff's Response and Supporting Evidence
	See supporting evidence in support of No. 3 above.
6. The JHP Property is adjacent to existing and fully operational passenger and freight train rail lines, and has a potential use as an adjunct to these existing rail lines, including railroad electrification, shipping and receiving, and loading and unloading of rail cars. Evidence: McNerney Decl., ¶4; Quan Decl., ¶4, Ex. 10 at 82:4-17, 83:14-85:12.	6. Disputed. The deed granting the JHP Property to McNerney explicitly requires the Grantee to erect a fence preventing access to the railroad main line. Furthermore, the same deed specifically did not grant any easement over the adjacent main line. Supporting Evidence: 2015 Quitclaim Deed attached as Exh. 3 to Complaint.
7. The JHP Property is zoned M-1, which allows for redevelopment as either residential or commercial use, as well as heavy manufacturing, storage yards, truck terminals, internet service exchange (e.g., a data center) and/or wireless telecommunication facilities, among other uses. Evidence: McNerney Decl., ¶5; Quan Decl., ¶5, Ex. 11.	7. Undisputed.
8. The JHP Property is available for redevelopment as residential, commercial and/or industrial uses. Evidence: McNerney Decl., ¶9.	8. Undisputed.
9. JHP has not committed to any particular or singular use of the JHP Property, but has evaluated the JHP Property for possible future development	9. Disputed. The Railroad Easement is specifically limited to railroad use and is not a bundle of several easements for each of the enumerated ancillary uses

KATZOFF & RIGGS
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Defendant's Undisputed Material Facts and Supporting Evidence	Plaintiff's Response and Supporting Evidence
for residential use, including, without limitation, apartment, condominiums, single family homes, and live work spaces, for commercial use, independently and as an adjunct to the existing rail lines, and for industrial use, including, without limitation, shipping and receiving, heavy manufacturing, storage yards, truck terminals, loading and unloading of rail cars, railroad electrification, and internet service exchange (e.g., a data center), all of which would require use of the Easements, including the easement for communication lines and facilities. Evidence: McNerney Decl., ¶9; Quan Decl., ¶4, Ex. 10 at 82:4-17, 83:14-85:12.	when there is no railroad use. As set forth above in response to No. 3 above, which plaintiff in corporates in full in this response, the Railroad Easement has been abandoned. The "Form of Railroad Easement" that enumerates several ancillary aspects which patently are directed to intended railroad use, make no sense if divorced from railroad use. Supporting Evidence: See supporting evidence in support of No. 3 above.
10. Commencing February 18, 2019, the JHP Property was and is currently licensed to a railroad maintenance and construction contractor to support its railroad construction work. Evidence: McNerney Decl., ¶7, Ex. 3.	10. Disputed. The only license of the JHP Property was to Proven Management, Inc. ("Proven"). Proven does not currently license the JHP Property to support railroad construction work and never did. Proven's short term license of the JHP Property involved the parking of personal vehicles on the JHP Property, and not any railroad use. Proven used the JHP Property for less than three months pursuant to a License Agreement for Entry and Use of Surface Property ("the JHP-Proven License Agreement") as a parking lot for its workers in connection with its work for the Peninsula Corridor Joint Powers Board that owns and operates Caltrain ("the JBP") along its right of way across

KATZOFF & RIGGS
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Defendant's Undisputed Material Facts and Supporting Evidence	Plaintiff's Response and Supporting Evidence
	the broader Bay Area Peninsula ("the Caltrain Right of Way"). to electrify the Caltrain rails across the Peninsula ("the Electrification Project"). Proven used the JHP Property only for parking light vehicles (cars and pickup trucks). Proven did not perform any construction on the JHP Property and did not access to the Caltrain Right of Way from the JHP Property. Proven workers and subcontractors accessed the JHP Property to park their vehicles by using an unpaved road across the Visitacion Property that was outside the Railroad Easement. Other than for this ingress and egress, Proven, and its workers and subcontractors, did not use the Visitacion Property in connection with the JPB Project. Proven, and its workers and subcontractors, did not use the Visitacion Property to operate, maintain, repair or otherwise use any railroad equipment, spur track, or switching station. Proven's use of the JHP Property to park light vehicles in connection with the Electrification Project did not require a use permit from the City of San Francisco. Proven did not store any construction materials for the Electrification Project on the JHP Property, nor did it transport any such materials across the Visitacion Property. Nor did Proven use the JHP Property or the Visitacion Property for outdoor staging of construction materials and equipment, or for assembly of work trains and rail track.

KATZOFF & RIGGS
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Defendant's Undisputed Material Facts and Supporting Evidence	Plaintiff's Response and Supporting Evidence
	Supporting Evidence: (Declaration of William Gilmartin ("Gilmartin Decl.") attached as Exhibit B to Preonas Opp. Decl.), ¶ 1 – 8, 18 & Exhs. 1 – 5.
11. During the summer of 2016, JHP was approached by the San Mateo County Transit District and Caltrain to negotiate use of the JHP Property for railroad electrification. Evidence: McNerney Decl., ¶7.	11. Disputed. Supporting Evidence: The only use of the JHP Property for the Caltrain Electrification Project was limited to Proven's use of the property to park passenger vehicles. Supporting Evidence: (Declaration of William Gilmartin ("Gilmartin Decl.") attached as Exhibit B to Preonas Opp. Decl.), ¶ 1 – 8, 18 & Exhs. 1 – 5; McNerney Depo, 50:6 – 50:11.
12. Neither McNerney nor JHP has relinquished, abandoned or terminated the Easements. Evidence: McNerney Decl., ¶¶3, 7, 8, 9, 10, Exs. 2, 3, 4, 5.	12. Disputed. See Response to No. 3 above. Supporting Evidence: See Response to No. 3 above.

ADDITIONAL MATERIAL FACTS IN OPPOSITION TO MOTION FOR SUMMARY JUDGMENT

KATZOFF & RIGGS
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

In opposition to Defendant's MSJ, Plaintiff incorporates as additional material facts the entirety of its Separate Statement of Undisputed Material Facts in Support of Plaintiff's Motion for Summary Judgment, or in the Alternative, for Summary Adjudication ("Plaintiff's SS") set forth in facts 1-30 to Plaintiff's SS.

In addition, Plaintiff provides the following additional material facts.

Plaintiff's Additional Material Facts in Opposition	**Supporting Evidence**
31. UP conveyed the JHP Property and the Railroad Easement in by way of the 2015 Quitclaim Deed only after it determined this property was an "excess" property no longer needed to support its railroad operations.	31. Krantz Depo, 19:6 – 19:9, 19:21 – 19:23; 50:4 – 50:6, 79:9 – 79:18, 80:11 – 80:14.
32. UP maintains a real estate sales division dedicated to selling off "excess" or "surplus non-operating railroad real estate."	32. Id.
33. One of the important functions this real estate sales division is to attempt to maximize the sales value of the excess properties.	33. Id. 93:2 – 93:10.
34. It is the general practice of UP to "convey out" its excess properties by way of a quitclaim deed transferring only the interest the grantor has at the time the conveyance.	34. Id. 79:6 – 79:10.
35. The 2015 Quitclaim Deed P did not promise anything, other than for UP to give up its own rights and did not offer any warranties regarding the continued existence of the Railroad Easement.	35. Complaint, Exh. 3.

KATZOFF & RIGGS
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Plaintiff's Additional Material Facts in Opposition	Supporting Evidence
35. For UP's real estate sales division to approve the quitclaim its interest in the Railroad Easement, UP engaged in extensive internal discussions to confirm that it no longer needed the easement to support its railroad operations. This included obtaining the approval of 12 different internal departments.	35. Id. 117:15 – 118:9, 119:4 – 119:13.
36. When UP sold the JHP Property to McNerney UP was aware that McNerney intended to develop the JHP property for a residential housing and not for railroad purposes.	36. Id., 80:25 – 81:4.
37. Prior to the transfer of the JHP Property to McNerney, UP had previously transferred another "excess" railroad property to McNerney in San Francisco, for redevelopment for non-railroad purposes.	37. Id., 81:18 – 82:7.
38. The 2015 Quitclaim Deed by which UP transferred the JHP Property to McNerney specifically excluded any easement over the mainline railroad running along the Bay Area Peninsula described in the 1990 Deed reserving the Railroad Easement as Schedule 1, Parcel No. 1 to the "Mainline Easement."	38. Complaint, Exh. 3, Krantz Depo., 87:5 – 87:9, 87:19 – 87:25 & Exh. 2; Declaration of Howard Pearce in Opposition to Defendant's Motion for Summary Judgment, or Alternatively, for Summary Adjudication ("Pearce Opp. Decl."), ¶ 7 – 8 & Exh. A.) T
39. The 2015 Quitclaim Deed also excluded Schedule 2, Parcel No. 1 of the Railroad Easement containing an existing active railroad spur used by UP and Schedule 3, Parcel 1 No. 1 containing a roadway access along the east side of the mainline right-of-way.	39. Id.

KATZOFF & RIGGS
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Plaintiff's Additional Material Facts in Opposition	Supporting Evidence
40. The 2015 Quitclaim Deed defined Schedule 1, Parcel No. 2 of the Railroad Easement as a "(Signal Cabinet Area)".	40. Complaint, Exh. 3.
41. A signal cabinet or signal box is a piece of railroad equipment that has no use outside of a railroad use.	41. Krantz Depo, 139:22 – 141:10.
42. UP reserved the drill and spur track portion of the Railroad Easement (Schedule 2, Parcel No. 2) to service the industrial area adjacent to the mainline that is currently being redeveloped for residential use in connection with the Visitacion Project.	42. Id., 147:15 – 148:20.)
43. Prior to UP quitclaiming its interest in the Railroad Easement to McNerney it had no discussions with plaintiff regarding its use for railroad purposes.	43. Id., 94:11 – 95:16.
44. For much of its recorded history UP leased the JHP Property was to the Schlage Lock Company to support its manufacturing operations on what is now the Visitacion Property and not for any railroad use, pursuant to a long-term lease of approximately 50 years.	44. Id., 121:14 – 122:10.
45. At one point UP maintained a freight claims office adjacent to the Railroad Easement, but that building has been removed.	45. Id., 123:18 – 123:19, 125:11 – 125:19 & Exh. 70.
46. UP was not aware of any historical use of the Railroad Easement for railroad purposes and did not produce any records of UP's railroad use in response to a subpoena calling for their	46. Id. 90:23 – 92:4 & Exh. 76.

KATZOFF & RIGGS
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

Plaintiff's Additional Material Facts in Opposition	Supporting Evidence
production. UP was not aware of last time that any rail, or railroad related equipment was in the Railroad Easement.	
46. UP formerly maintained railroad tracks in the Railroad Easement but they were removed long ago.	46. Id.
47.UP does not have any record so any of the presence of any of the types of rail and railroad related equipment in the Railroad Easement described in the 1990 Deed, including communications lines, telephone equipment, television equipment or related equipment.	47. Id., 108:21 – 110:17.

Dated: May 27, 2021

KATZOFF & RIGGS LLP

STEPHEN G. PREONAS

Attorneys for Plaintiff
VISITACION INVESTMENT, LLC

KATZOFF & RIGGS
1500 PARK AVE., SUITE 300
EMERYVILLE, CA 94608
(510) 597-1990

CERTIFICATE OF SERVICE

I, Fred M. Terry, certify that on April 19, 2023, I served a true and correct copy of Volumes 1 through 4 (pages 1 through 1180) of the Joint Appendix submitted as the record in Visitacion Investment, LLC's appeal pending in Case No. A163550 in California's First District, Division Two, via electronic mail upon all parties in this proceeding as follows:

Ayelet Hirschkorn
Christian Alexander
KAPLAN KIRSCH & ROCKWELL LLP
450 Seventh Avenue, Suite 1401
New York, NY 10123
(646) 883-5110
ahirschkorn@kaplankirsch.com
calexander@kaplankirsch.com

Counsel for Baylands Development, Inc.

/s/ Fred M. Terry
Fred M. Terry