STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP ATTORNEYS

April 19, 2023

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 3 of 3

Dear Board:

Pursuant to the Board's request, 424 Jessie Historic Properties, LLC hereby submits true and correct copies of Volumes 8 and 9 (pages 1887 through 2428) 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 8 of 9, Pages 1887-2309 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

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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

REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF 424 JESSIE HISTORIC PROPERTIES, LLC'S MOTION FOR SUMMARY JUDGMENT OR, ALTERNATIVELY, SUMMARY ADJUDICATION

Date: June 10, 2021
Time: 9:30 a.m.
Dept: 501

Action Filed: October 1, 2019
Trial Date: July 12, 2021

Pursuant to California Evidence Code sections 452 and 453, defendant and cross-complainant 424 Jessie Historic Properties, LLC ("JHP") submits this request for judicial notice in support of its Motion for Summary Judgment as to plaintiff and cross-defendant Visitacion Investment, LLC's ("Plaintiff") Complaint and JHP's Cross-complaint or, alternatively, Summary Adjudication.

Evidence Code Section 452(d) provides that judicial notice may be taken of the matters contained in the "[r]ecords of . . . any court of this state". The declarations of Stacey C. Quan and Patrick McNerney were previously filed in this action on May 27, 2021 in opposition to Plaintiff's cross-motion for summary judgment or alternatively summary adjudication. Accordingly, the declarations and their respective attached exhibits are judicially noticeable under Evidence Code section 452(d); *see also* Evid. Code §452(h) ("[f]acts 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 documents attached to Ms. Quan's declaration as Exhibit 7 (Plaintiff's Complaint filed on October 1, 2019), Exhibit 8 (JHP's Answer filed on January 31, 2020), and Exhibit 9 (JHP's Cross-Complaint filed on January 31, 2020) are each pleadings filed in this Court, which are themselves judicially noticeable under Evidence Code section 452(d).

Evidence Code Section 452(c) provides that the Court may take judicial notice of "[o]fficial acts of the legislative, executive, and judicial departments of the United States and of any state of the United States." Further, Evidence Code Section 452(h) provides that the Court may take judicial notice of "[f]acts 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." Exhibit 1 (Quitclaim Deed conveying a portion of 2201 Bayshore Boulevard, San Francisco, and a portion of 220 Tunnel Avenue, San Francisco (the "JHP Property") and the subject Easements from Union Pacific Railroad Company in favor of Patrick McNerney, recorded February 5, 2015 as Document No. 2015-K016863 in the San Francisco County Recorder's Office), Exhibit 2 (Grant Deed conveying the JHP Property and the subject Easements from McNerney to JHP, recorded September 14, 2016 as Document No. 2016-K328238 in the San Francisco County Recorder's Office), and Exhibit 20 (Parcel Map referenced in the McNerney Quitclaim Deed, recorded July

16, 1980 in Book 16 of Parcel Maps, Page 40, in the San Francisco County Recorder's Office) attached to Mr. McNerney's declaration have been recorded in the Official Records of San Francisco County, State of California, and bear the stamp of the San Francisco County Recorder with the date and time of recording as well as the location of the recorded document in the Official Records (*i.e.*, the Book and Page Number or the Document No.). The San Francisco County Recorder is a branch of the San Francisco County/State of California government. It follows strict rules and procedures when recording documents to ensure the accuracy of such documents. Moreover, because those exhibits been recorded, they are not reasonably subject to dispute and are capable of immediate and accurate determination by contacting the respective recorder's offices. California courts have routinely taken judicial notice of recorded documents. *Evans v. California Trailer Court, Inc.* (1994) 28 Cal.App.4th 540, 549 (taking judicial notice of recorded deed); *see also, Maryland Casualty Co. v. Reeder* (1990) 221 Cal.App.3d 961, 977.

Evidence Code 452(b) "permits judicial notice of legislative enactments of 'any public entity in the United States.'" *See Jordan v. Los Angeles County* (1968) 267 Cal.App.2d 794, 798. Exhibit 11 to Ms. Quan's declaration is Section 210.4 of the current San Francisco Planning Code pertaining to the zoning of the JHP Property, a legislative enactment of a municipality.

Based on the foregoing, JHP respectfully requests that the Court take judicial notice of the following documents:

Exhibit A: The declaration of Stacey C. Quan filed in this action on May 27, 2021, including exhibits 7 through 19 attached thereto

Exhibit B: The declaration of Patrick McNerney filed in this action on May 27, 2021, including exhibits 1-6, 20-21 attached thereto.

Dated: June 4, 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

EXHIBIT A

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

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
05/27/2021
Clerk of the Court
BY: ERNALYN BURA
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.

AND RELATED CROSS-ACTION.

Case No. CGC-19-579667

DECLARATION OF STACEY C. QUAN IN OPPOSITION TO VISITACION INVESTMENT, LLC'S MOTION FOR SUMMARY JUDGMENT/ SUMMARY ADJUDICATION

Date: June 10, 2021
Time: 9:30 a.m.
Dept: 501

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 opposition to plaintiff and cross-defendant Visitacion Investment, LLC's ("Plaintiff") motion for summary judgment or, alternatively, summary adjudication. 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.

6. On May 20, 2021, the person most qualified on behalf of Union Pacific Railroad, Robert Krantz, appeared for deposition in this action pursuant to JHP's deposition subpoena. Attached hereto as Exhibit 12 is a true and correct copy of the relevant portions of Mr. Krantz's deposition transcript.

7. Attached hereto as Exhibit 13 is a true and correct copy of a document bates labeled UP0061 and UP0107, produced by Union Pacific Railroad Company pursuant to JHP's subpoena issued in this case and authenticated by Mr. Krantz in his deposition at 34:8-35:3 and 37:6-11 (identified as Deposition Exhibit 70).

8. Attached hereto as Exhibit 14 is a true and correct copy of a document bates labeled UP0225 through UP0227, produced by Union Pacific Railroad Company pursuant to JHP's subpoena issued in this case and authenticated by Mr. Krantz in his deposition at 40:19-41:1 and 42:14-43:11 (identified as Deposition Exhibit 71).

9. Attached hereto as Exhibit 15 is a true and correct copy of a document bates labeled UP0062 through UP0066, produced by Union Pacific Railroad Company pursuant to JHP's subpoena issued in this case and authenticated by Mr. Krantz in his deposition at 22:15, 23:2-17, and 24:13-22 (identified as Deposition Exhibit 69).

10. Attached hereto as Exhibit 16 is a true and correct copy of a document bates labeled UP0026 through UP0027, produced by Union Pacific Railroad Company pursuant to JHP's subpoena issued in this case and authenticated by Mr. Krantz in his deposition at 44:4-25, 48:19-49:7 (identified as Deposition Exhibit 72).

11. Attached hereto as Exhibit 17 is a true and correct copy of a document bates labeled UP0211 through UP0221, produced by Union Pacific Railroad Company pursuant to JHP's subpoena issued in this case and authenticated by Mr. Krantz in his deposition at 52:11-16, 53:17-24, 54:12-25 (identified as Deposition Exhibit 73).

12. Attached hereto as Exhibit 18 is a true and correct copy of a document bates labeled UP0024, produced by Union Pacific Railroad Company pursuant to JHP's subpoena issued in this case and authenticated by Mr. Krantz in his deposition at 61:1-11 (identified as Deposition Exhibit 74).

13. Attached hereto as Exhibit 19 is a true and correct copy of a document bates labeled UP0013, produced by Union Pacific Railroad Company pursuant to JHP's subpoena issued in this case and authenticated by Mr. Krantz in his deposition at 61:25-63:12 (identified as Deposition Exhibit 75).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 27, 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:

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

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.

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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

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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.

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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.

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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

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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.

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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: _____
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

PJK
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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.

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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."

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Page 1 of 1

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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

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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

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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.

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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

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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

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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.

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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°38'25", 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

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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

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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

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E962735

State of California)
) ss
City and County of San Francisco)

On July 30, 1991, before me personally appeared [illegible] (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. [illegible]
NOTARY PUBLIC - CALIFORNIA
[illegible] COUNTY
My Comm. Expires [illegible]

Signature [illegible] (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

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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."

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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
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Rec. 4 PM 90

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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 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, 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)

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 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.

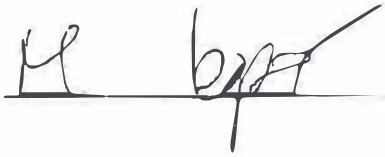
ESTIMATED CONSTRUCTION COST:
Appx. $30 million.

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.

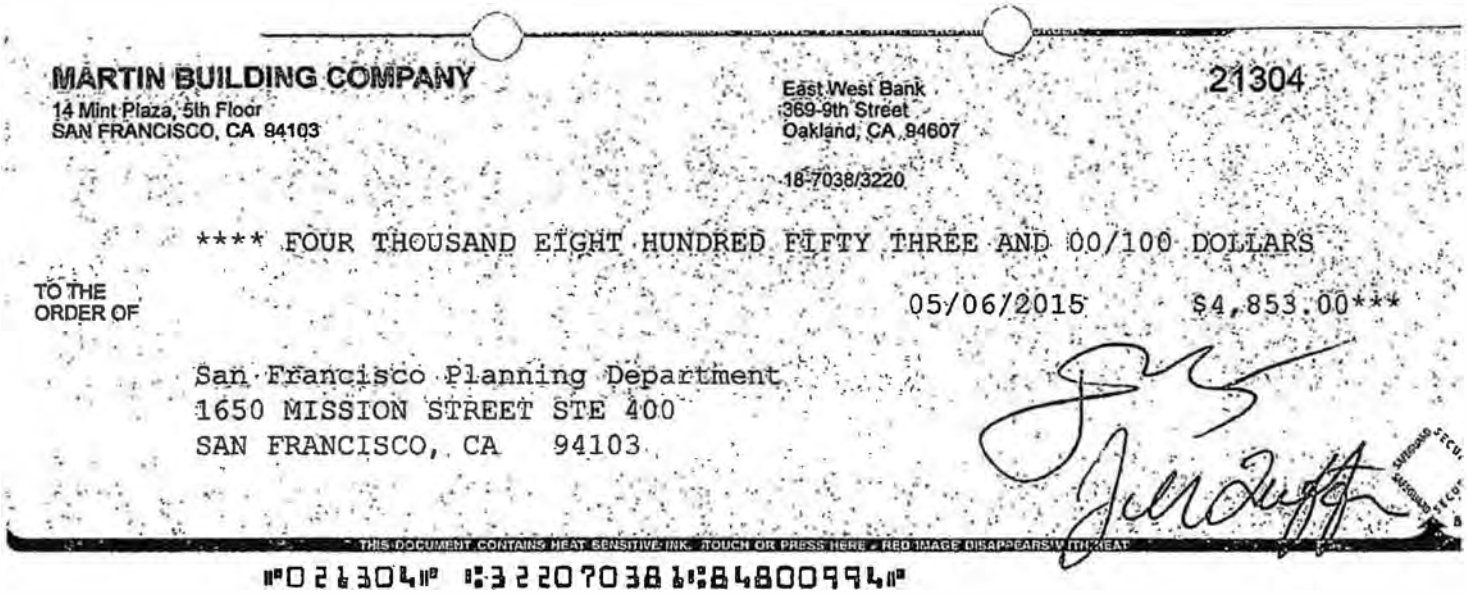
Sincerely,

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***

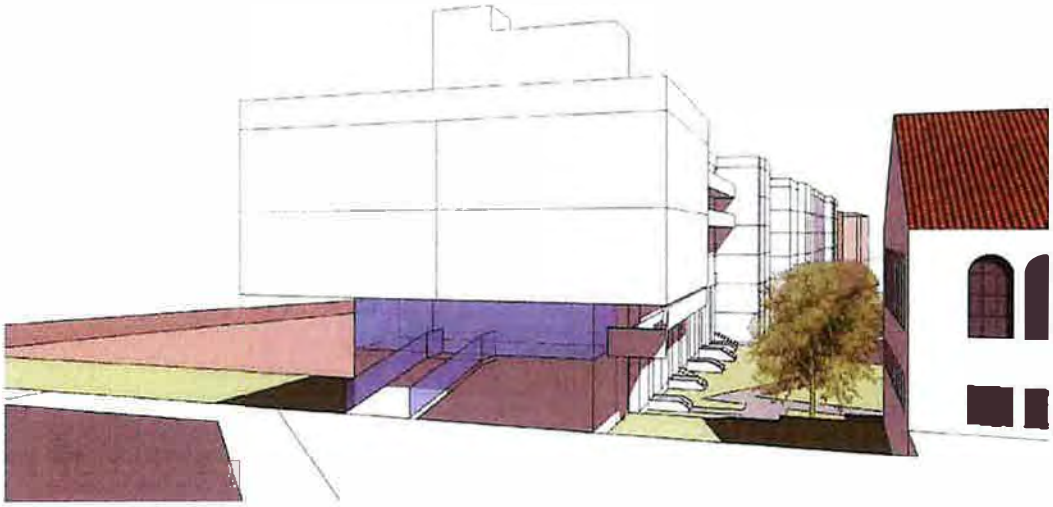
San Francisco Planning Department
1650 MISSION STREET STE 400
SAN FRANCISCO, CA 94103

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⑈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
901 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	9,160 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: 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

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 D40	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.

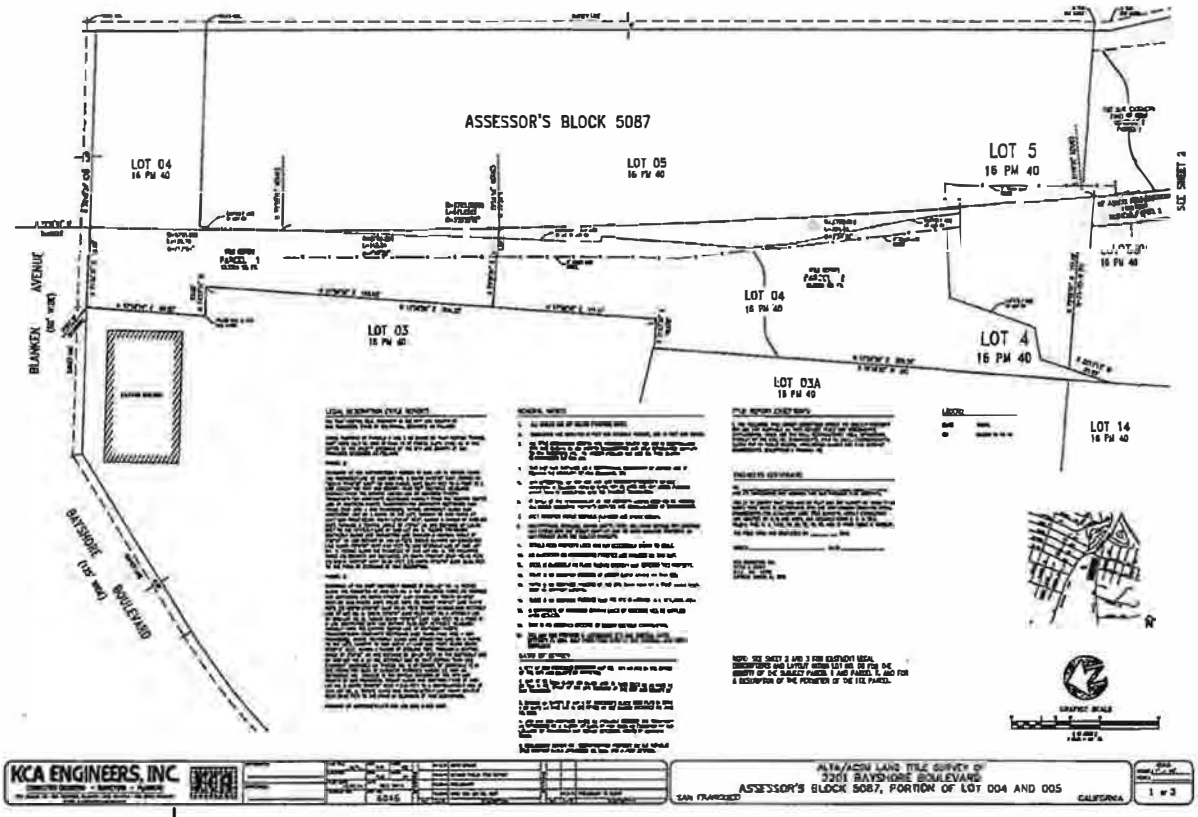
*PROJECT SPONSOR WILL REQUEST A CHANGE IN ZONING FROM M-1 TO MUG IN ORDER TO MAKE ITS ZONING CONSISTENT WITH SURROUNDING PROPERTIES, WHICH WERE RE-ZONED IN 2014 PURSUANT TO THE VISITACIONVALLEY/SCHLAGE LOCK PLAN

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

1984

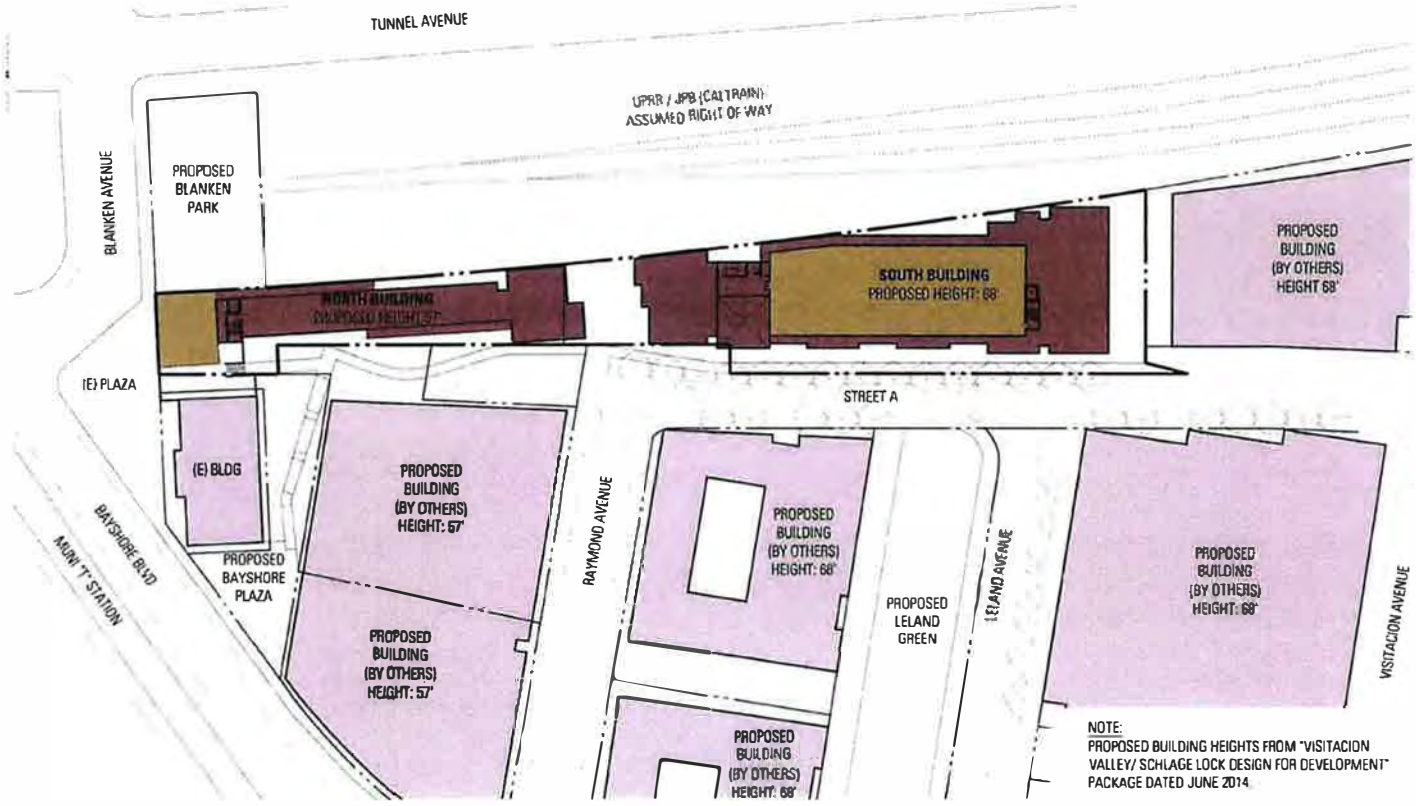


BLANKEN AVENUE | SAN FRANCISCO, CA

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'

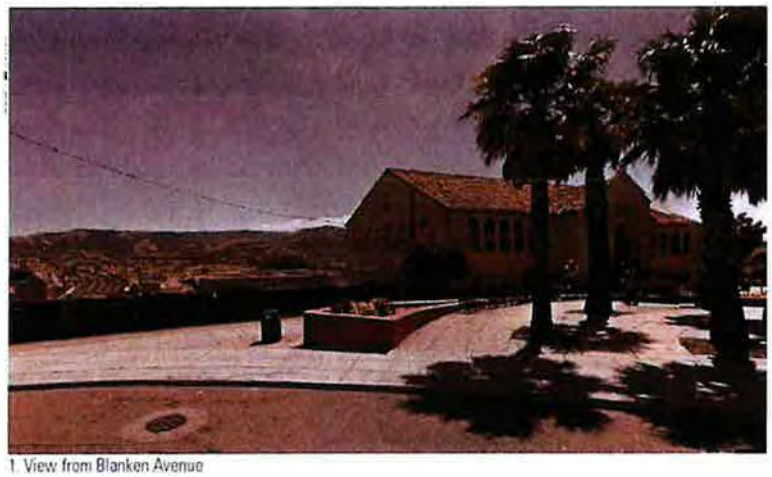


BLANKEN AVENUE | SAN FRANCISCO, CA

SITE PLAN

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N | 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

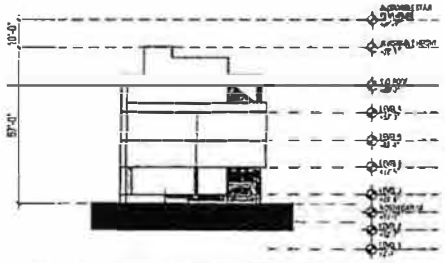
BARarchitects
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05.06.15

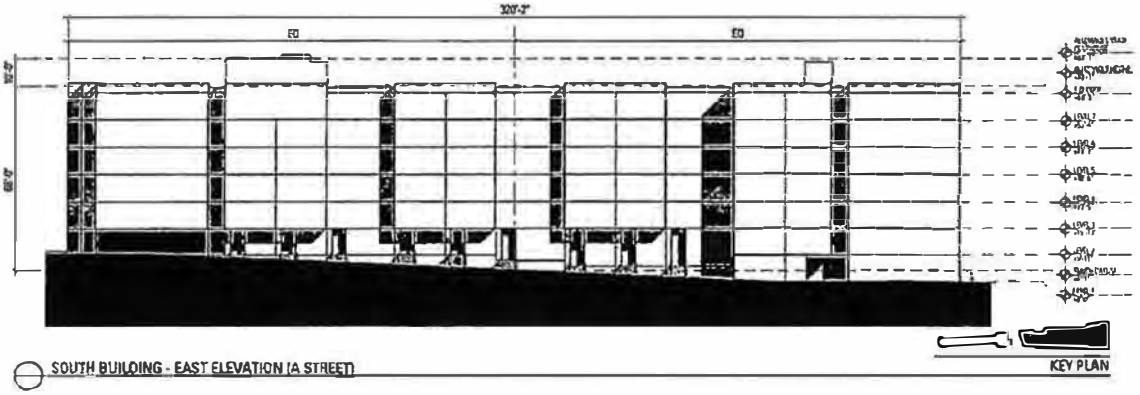
1987

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

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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)

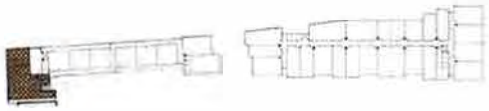
MINIMUM OPEN SPACE REQUIRED 205 DU X 80 SF/DU = 16,400 SF

	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

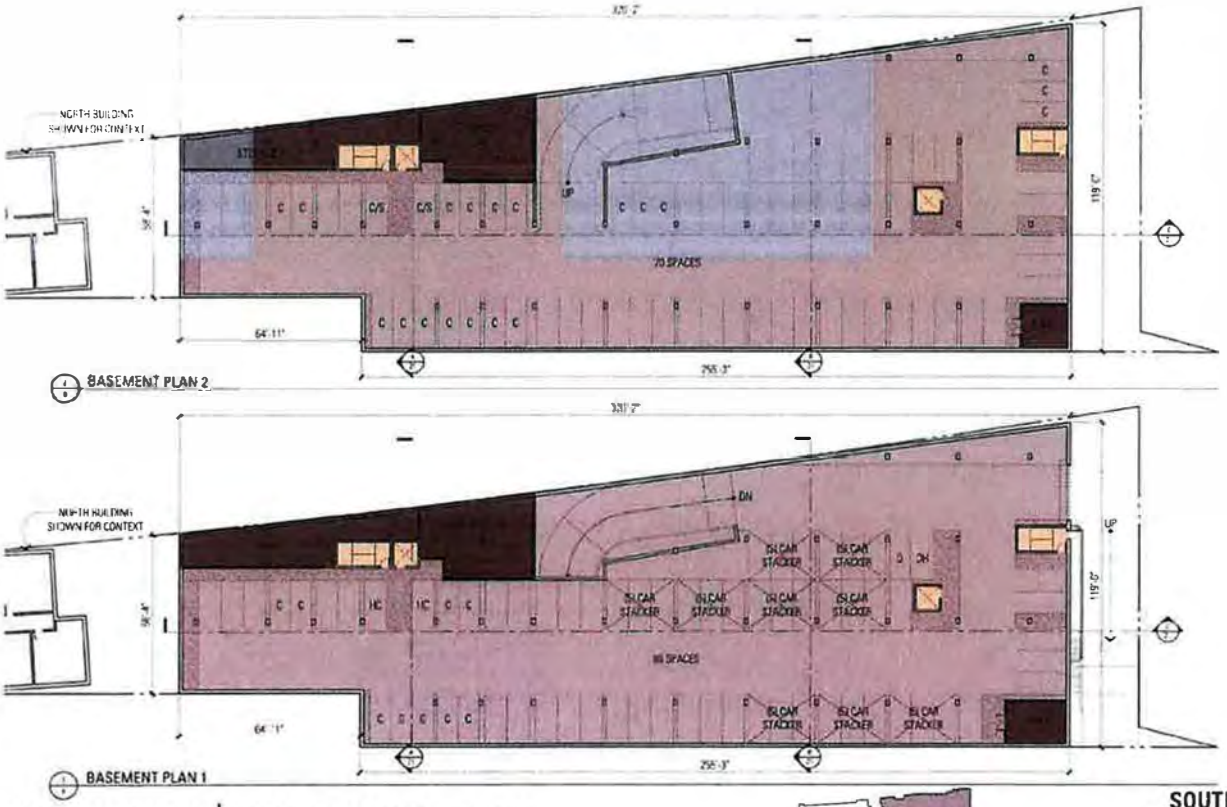
BLANKEN AVENUE | SAN FRANCISCO, CA

OPEN SPACE DIAGRAM

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martin

14083 | 05.06.15



BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

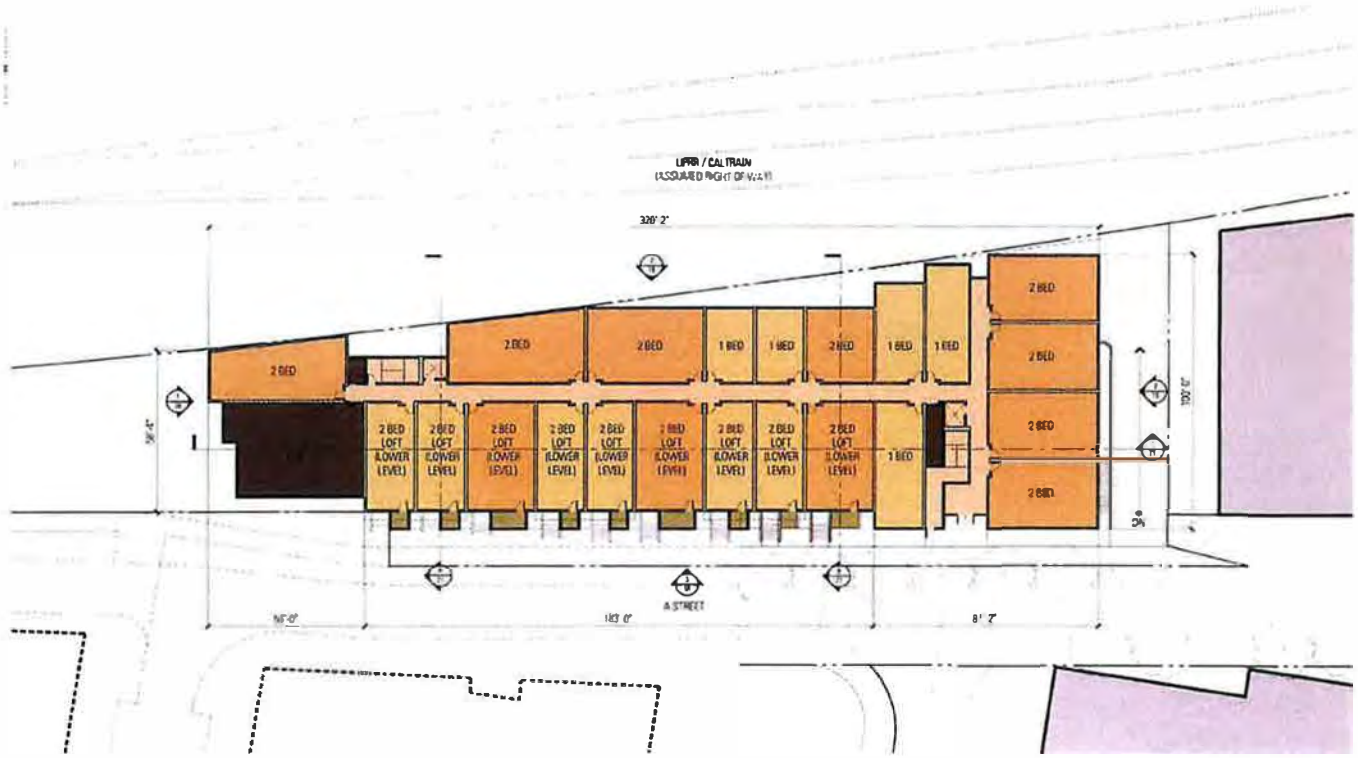
SOUTH BUILDING BASEMENT LEVELS

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

martin

14080 | 05.06.15 | 0 8' 16' 32' 48'

8



GROUND FLOOR PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA

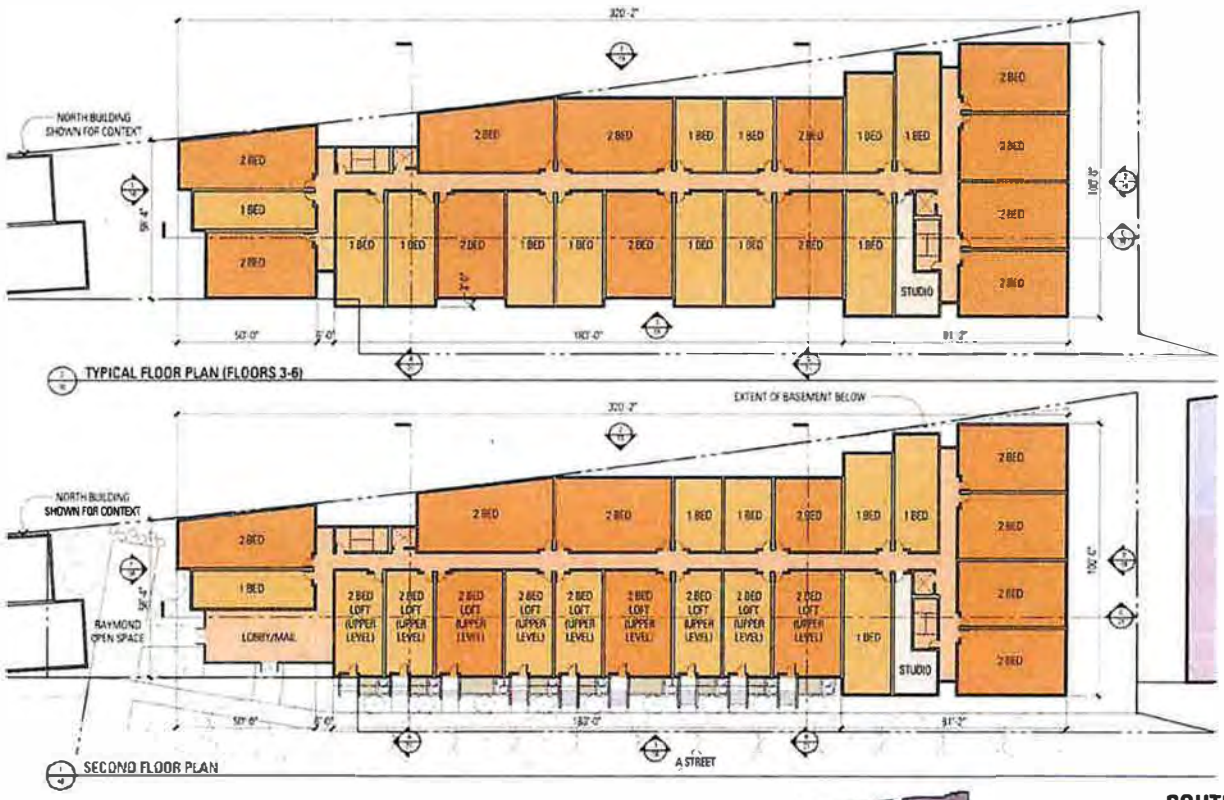


KEY PLAN

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 | 0' 8' 16' 32' 48'



BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

SOUTH BUILDING
SECOND & TYPICAL FLOOR PLAN

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martin

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

1992



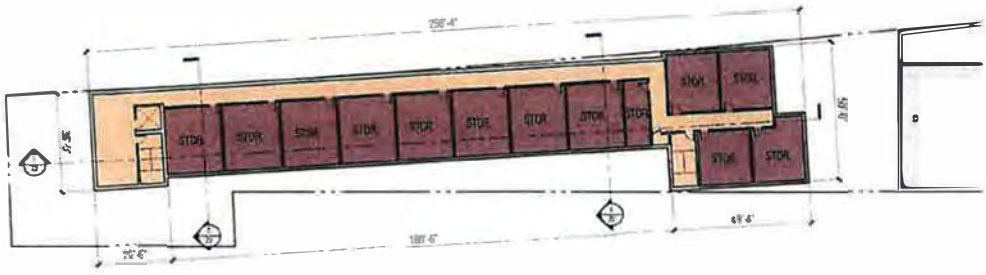
BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

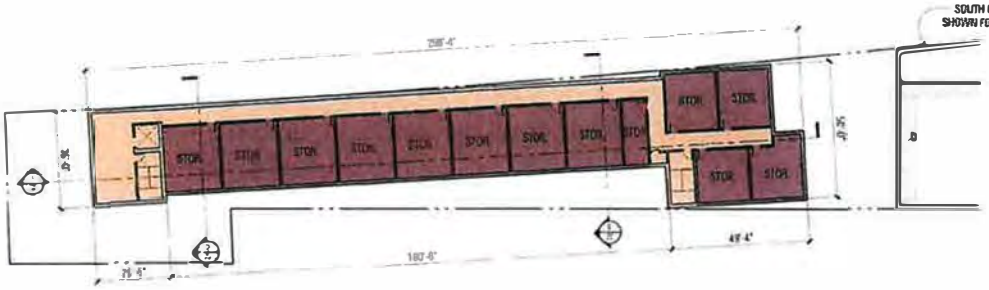
SOUTH BUILDING
SEVENTH FLOOR & ROOF PLAN

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



BASEMENT PLAN 2



BASEMENT PLAN 1

BLANKEN AVENUE | SAN FRANCISCO, CA



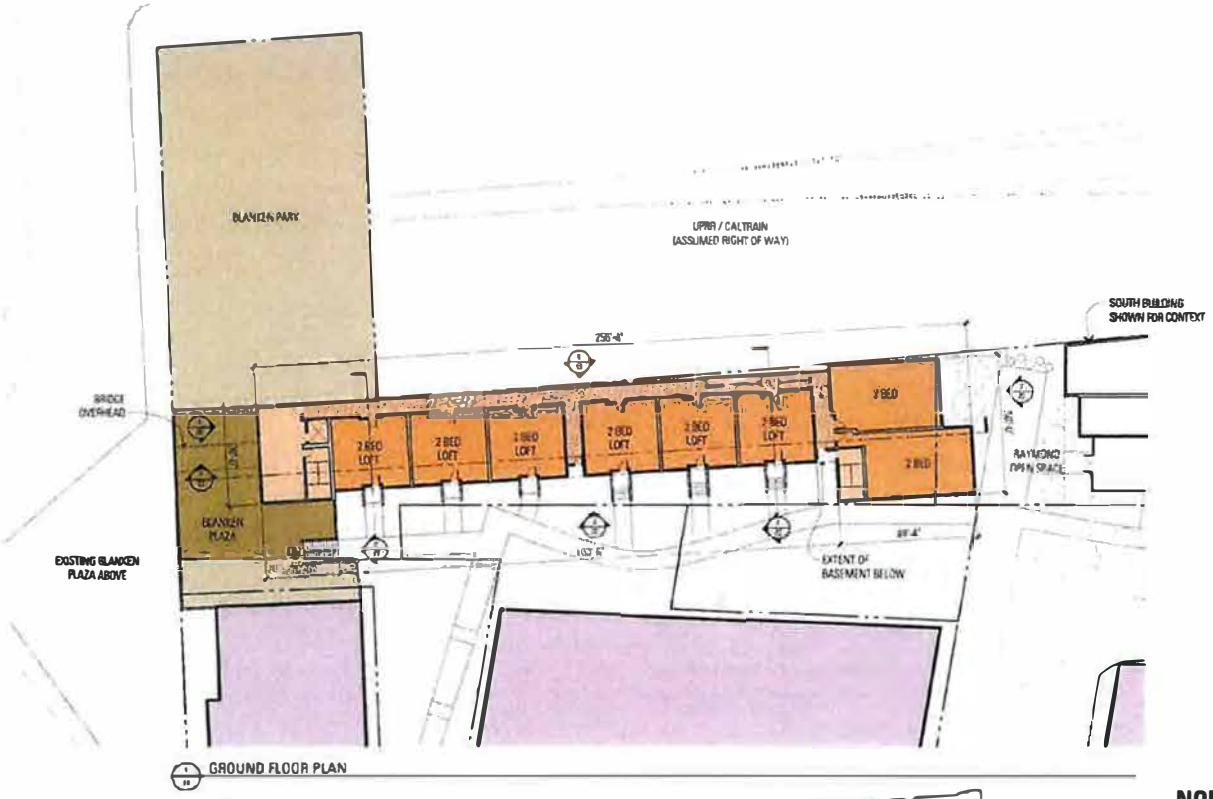
KEY PLAN

NORTH BUILDING
BASEMENT LEVELS

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

14050 | 05.06.15

0' 8' 16' 32' 48'



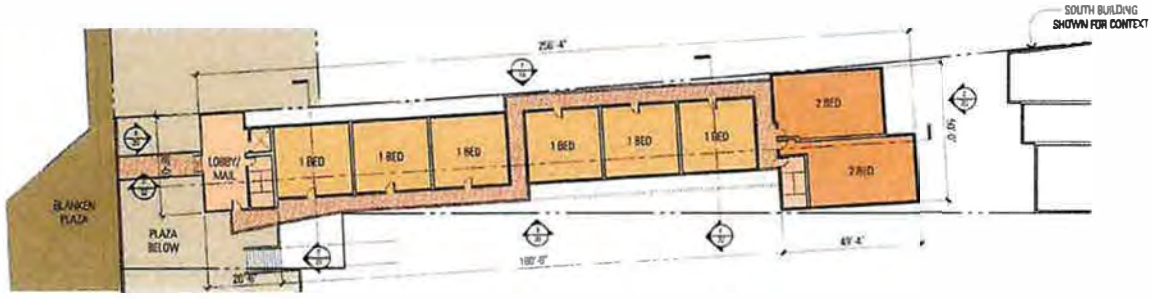
BLANKEN AVENUE | SAN FRANCISCO, CA

KEY PLAN

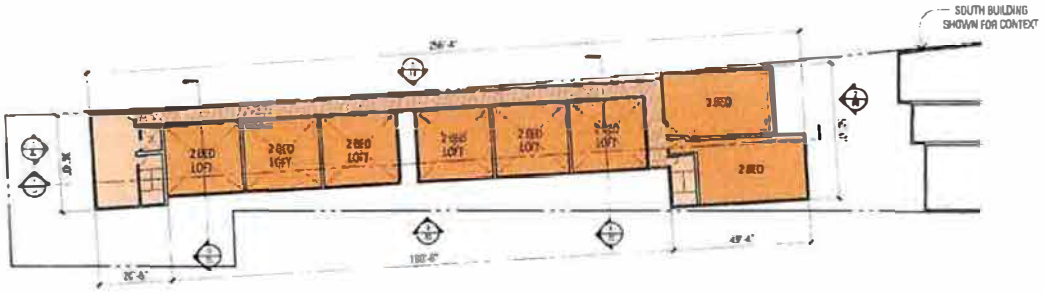
NORTH BUILDING
GROUND FLOOR PLAN

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'



THIRD FLOOR PLAN



SECOND FLOOR PLAN

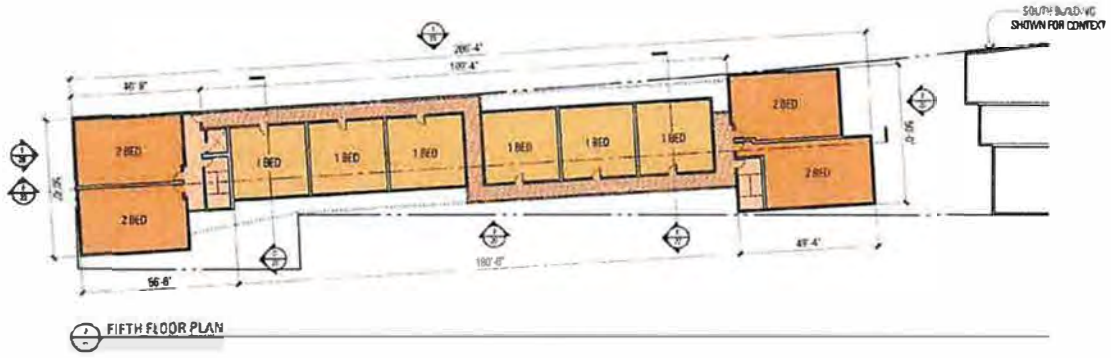
BLANKEN AVENUE | SAN FRANCISCO, CA

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'



FIFTH FLOOR PLAN



FOURTH FLOOR PLAN

BLANKEN AVENUE | SAN FRANCISCO, CA



KEY PLAN

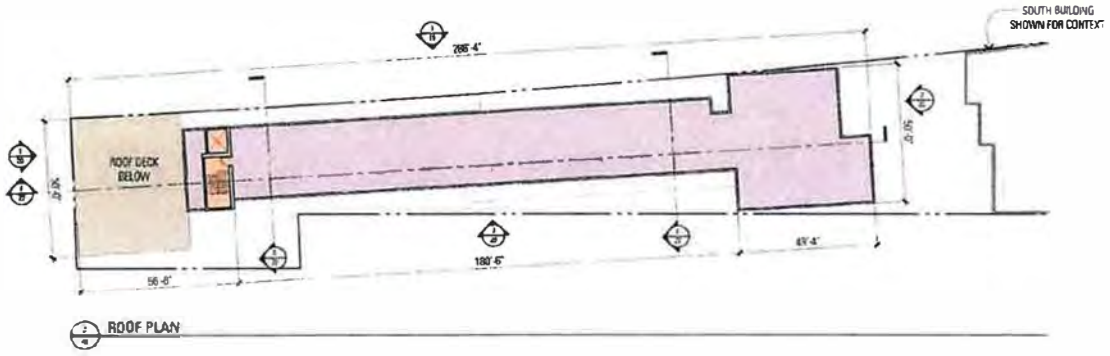
NORTH BUILDING
FOURTH & FIFTH FLOOR

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

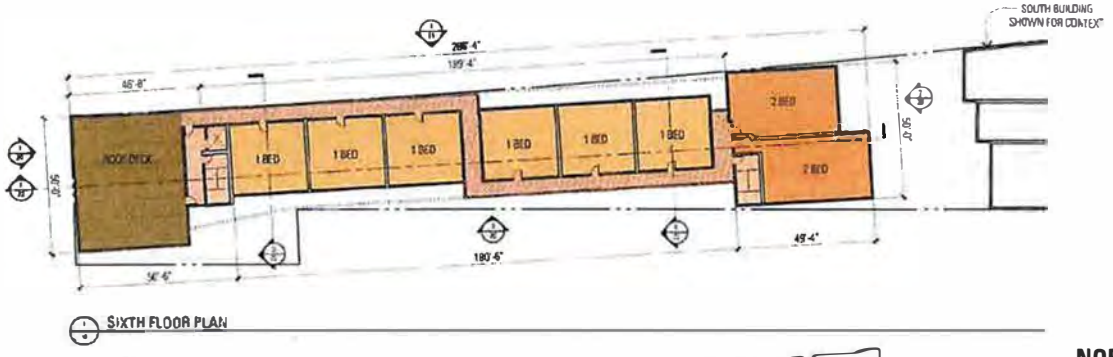
martin

14003 | 05.26.15

0 8 16 32 48



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'

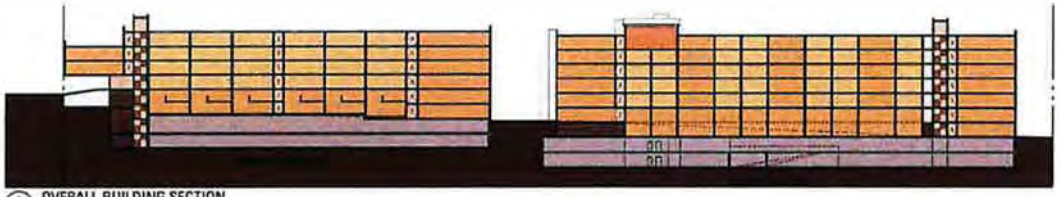
16



OVERALL EAST ELEVATION



OVERALL WEST ELEVATION



OVERALL BUILDING SECTION

BLANKEN AVENUE | SAN FRANCISCO, CA

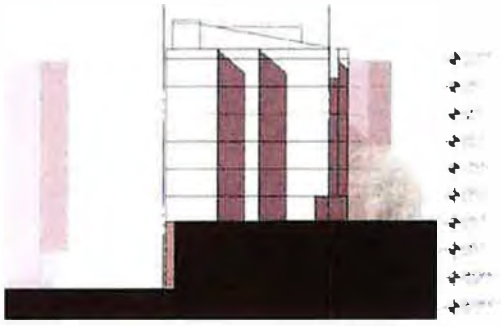


KEY PLAN

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



SOUTH BUILDING - NORTH ELEVATION



SOUTH BUILDING - SOUTH ELEVATION



SOUTH BUILDING - WEST ELEVATION

BLANKEN AVENUE | SAN FRANCISCO, CA



KEY PLAN

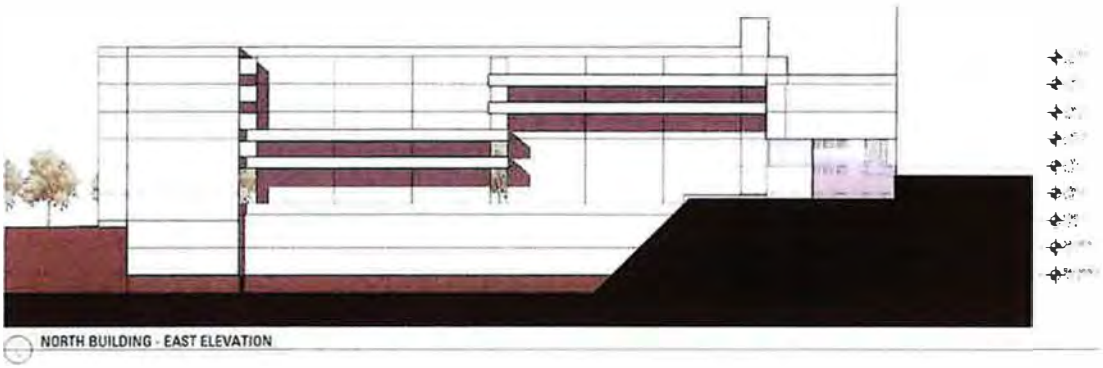
SOUTH BUILDING ELEVATIONS

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

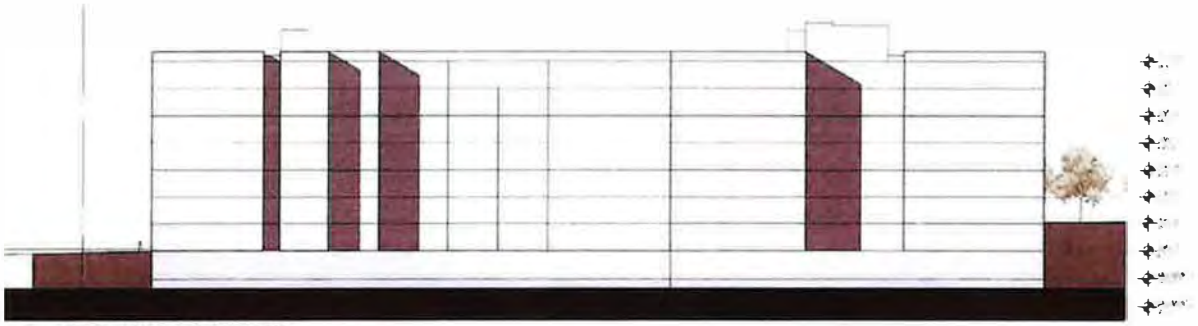
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14053 | 05.06.15 | 0' 8' 16' 32' 48'

2000



NORTH BUILDING - EAST ELEVATION



SOUTH BUILDING - EAST ELEVATION

BLANKEN AVENUE | SAN FRANCISCO, CA



KEY PLAN

NORTH & SOUTH BUILDING ELEVATIONS

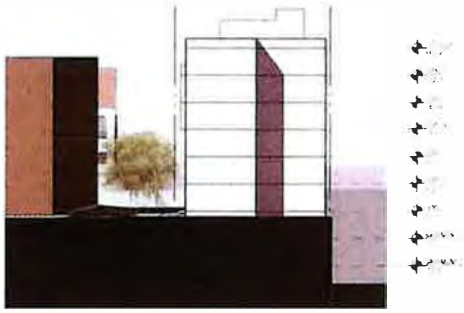
BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com
martin

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2001



NORTH BUILDING - NORTH ELEVATION



NORTH BUILDING - SOUTH ELEVATION



NORTH BUILDING - WEST ELEVATION

BLANKEN AVENUE | SAN FRANCISCO, CA



KEY PLAN

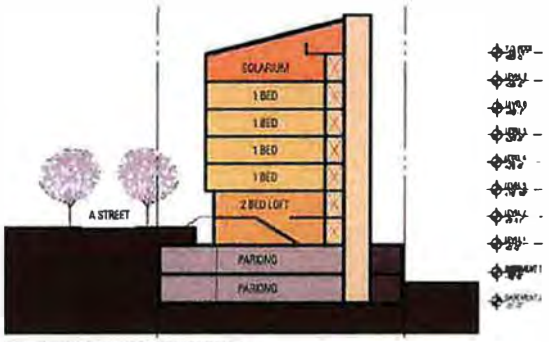
NORTH BUILDING ELEVATIONS

BAR architects
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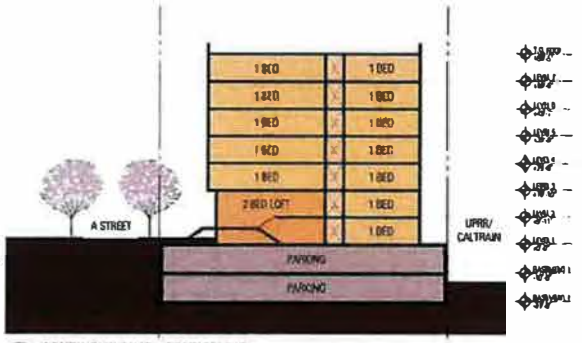
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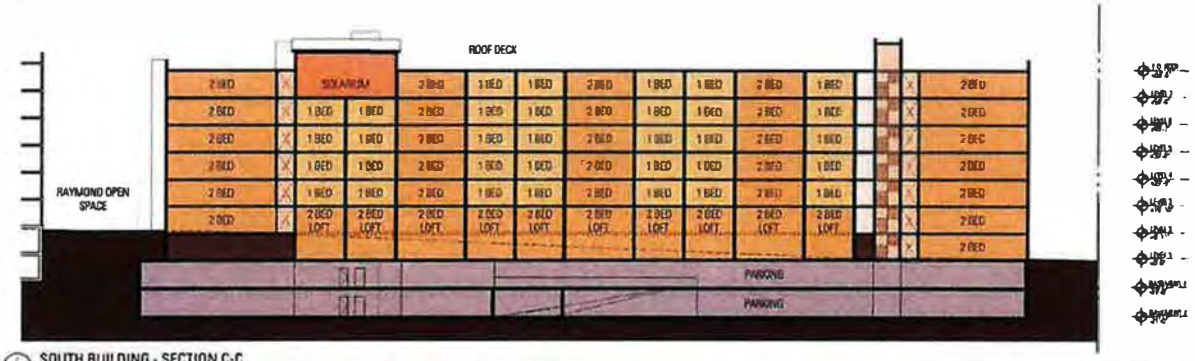
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SOUTH BUILDING - SECTION A-A



SOUTH BUILDING - SECTION B-B



SOUTH BUILDING - SECTION C-C

BLANKEN AVENUE | SAN FRANCISCO, CA

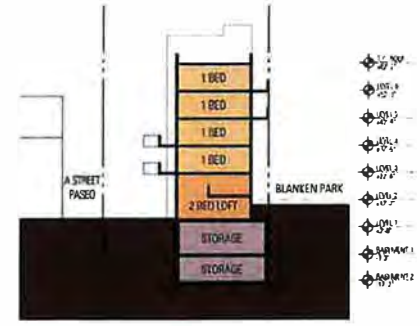
KEY PLAN

SOUTH BUILDING SECTIONS

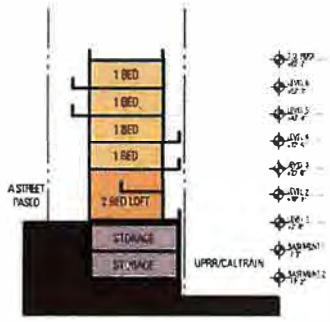
BAR architects
301 Battery St. | Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com
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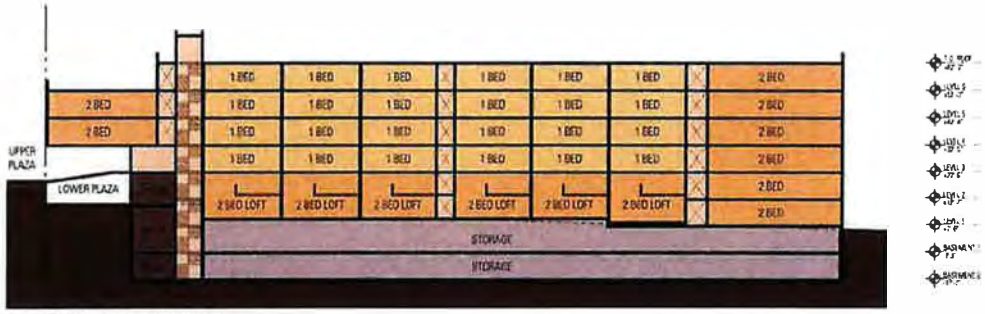
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NORTH BUILDING - SECTION D-D



NORTH BUILDING - SECTION E-E



NORTH BUILDING - SECTION F-F

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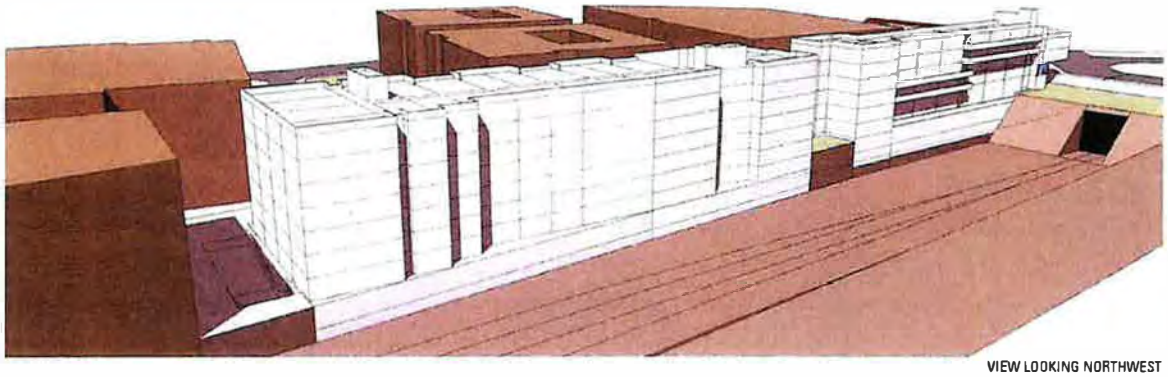
KEY PLAN

NORTH BUILDING SECTIONS

BARarchitects
901 Battery Street, Suite 350 | San Francisco, CA 94111 | 415.293.5700 | www.bararch.com

1405D | 05.06.15 | 0 8 16 32 48

2004



VIEW LOOKING NORTHWEST



VIEW LOOKING EAST

BLANKEN AVENUE | SAN FRANCISCO, CA

BIRDS EYE VIEW

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

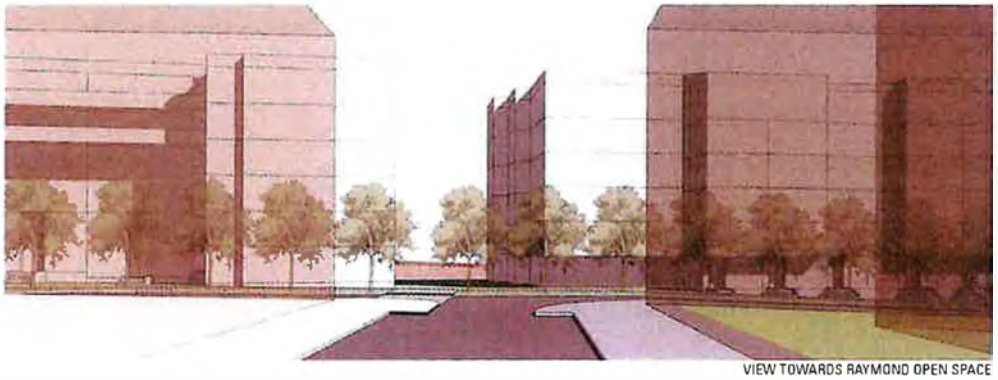
marin

14033 | 05.06.15

2005



VIEW FROM EXISTING BLANKEN PLAZA



VIEW TOWARDS RAYMOND OPEN SPACE

BLANKEN AVENUE | SAN FRANCISCO, CA

PERSPECTIVE VIEWS

2006

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

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415.558.6378

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Planning
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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.

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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

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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.

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

2012

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.

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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

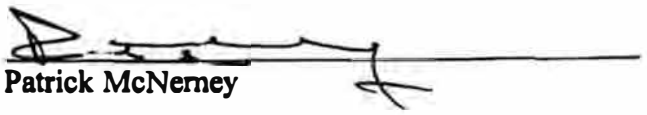
By: _____
Jeffrey H. Lowenthal
Zheying Li
Attorneys for Attorneys for Defendant
424 Jessie Historic Properties, LLC

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 ---
AFN 20.00 --- Mnt
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

St. Recording 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"

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. 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 0660213, Reel

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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

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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

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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. County'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).

SF Assessor's Office AUG 10 1990

SA
2 MAPS
Ex. 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 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

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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. Hubert A. Gelbert
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 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

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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. [illegible]
NOTARY PUBLIC - CALIFORNIA
[illegible] COUNTY
My Comm. Expires April 29, 1992

Signature C 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 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."

AT FRANCISCO - TUOLUMNE

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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.

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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).

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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 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°00'27", 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.// 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°53'19", 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.

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

ORTC
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 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 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

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.

EXHIBIT 12

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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.

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REMOTE DEPOSITION OF ROBERT KRANTZ

May 20, 2021

10:04 a.m.

Scottsdale, Arizona

Karen Aligo, CSR No. 13418
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Q. Has it been active since then?
A. Yes.
Q. Okay. And any other licenses or certificates?
A. No.
Q. And now I want to get an idea of your employment history. Maybe it's easiest to say who you're currently employed with and then we can go back a few steps.
A. Employed with Union Pacific Railroad.
Q. And how long have you been with Union Pacific?
A. Cumulative employment has been around 25 years. I had a break in service for about 15 years.
Q. Okay. Were you with Southern Pacific before working for Union Pacific?
A. Yes.
Q. Okay. So when did you -- when did you actually -- why don't we start with Southern -- when did you go work for Southern Pacific?
A. In September 1979.
Q. Okay. And what was your job then?
A. I was an analyst in our marketing and sales department at Southern Pacific.

Q. And what did the marketing and sales department do?

A. Well, I was involved in -- on the railroad end of the business, meaning movement of freight and analyzing freight movements of different commodities. I was also involved in mergers and acquisitions, market studies, things like that.

Q. Were you involved at that time in disposing or selling of excess properties?

A. No.

Q. Okay. And when did your -- staying with Southern Pacific, when did your job change? We'll start in '79.

A. I moved into the treasury department -- gosh. I was -- early '80s, and I did that for maybe a year and then moved into transportation contracts, and that was from around '80- -- 1984 to about -- let's see.

I have to pull up my resume to take a look. It's been a while since I remembered the dates.

Q. That's okay. You can just give us your best estimate. I didn't tell you at the beginning because I'm sure that Ms. Johnson did, but, you know, we don't want you to guess or speculate, but if you give us a reasonable estimate, that's fair.

A. Yeah, from around -- I guess it's 1982 to '85 I was in transportation contracts.
Q. Okay.
A. And in 1985 until the end of 1986, I moved to Santa Fe Pacific Realty Corporation, which was the combined real estate entity for Southern Pacific and Santa Fe Railroads when they were trying to merge in the mid-'80s.
Q. What did you do for that company?
A. Prepared various real estate contracts, write -- permits, leases, purchase and sale agreements, things like that.
Q. Okay. How long were you with that company?
A. Oh, a couple of years, about two years.
Q. Okay. Then where did you go?
A. I then left Santa Fe Pacific Realty due to the failed merger, ended up going to work for Merrill Lynch Commercial Real Estate as a real estate agent. Did that for two and a half years.
Q. What type of properties did you sell?
A. Industrial properties.
Q. In what geographic area?
A. Northern California.
Q. Okay. And after you a left Merrill Lynch, where did you go to work?

A. I went back to Southern Pacific Railroad at the end of September 1988.

Q. And in what department and what role?

A. I was a property manager for approximately a year.

Q. And what does a property manager do?

A. We managed the railroad's real estate leases. I managed a thousand leases.

Q. Okay.

A. With the railroad.

Q. And what type -- just so I have some understanding -- so who were you leasing properties to? Were they excess properties you were leasing to third parties for different uses other than railroad use?

A. That's correct.

Q. Okay. And what did you do after that?

A. I moved into the sales area, became a sales manager.

Q. And what do you do as a sales manager for the Southern Pacific?

A. Sell surplus real estate. Real estate no longer needed for railroad operations.

Q. And what year was that that you started doing that?

A. It was around 1990.
Q. Okay. And how long did you stay in that role?
A. Until around 1993.
Q. Okay. And what did you do then?
A. Then I moved to a subsidiary company called Southern Pacific Real Estate Enterprises. I was the regional manager for -- well, SPREE for short, S-P-R-E-E, and we were the -- planning to be the new development arm of Southern Pacific.
Q. Okay. And how long did you stay in that position?
A. That was for about two and a half years.
Q. Okay. And then what did you do?
A. So --
Q. Actually, let me step back. As a development arm, what was your charge -- what was the SPREE's charge, what were they trying to do?
A. We would take our larger, more valuable properties and try to enhance value through rezoning general plan amendments, purchasing abutting properties to round out ownerships for better access, things like that. So basically looking to take properties through the entitlement process and add value.

Q. Okay. Okay. And you stayed there for a few years, so where are we now, sort of mid-'90s or so?

A. Yes. And eventually SPREE, which was a very small entity, became a larger entity and absorbed all of the Southern Pacific Railroad real estate department, and so SPREE became a much more larger organization.

Long story, had to do with things that Southern Pacific was trying to do to change employment counts, so they moved all the railroad real estate people into a non-railroad entity, which SPREE was.

Q. And you stayed with that company?

A. Yes, I continued with SPREE.

Q. And for how long were you with SPREE?

A. Until the acquisition by Union Pacific Railroad in 1997.

Q. What was your role with SPREE in 1997 before the acquisition?

A. Same thing, enhancing value for our properties and selling properties as well.

Q. And were you an officer of that company, or do you recall your position, the title?

A. Well, it changed when all of the Southern

Pacific folks became part of the SPREE. So I went from regional manager to, I think, a sales manager again. They change people's titles around.

Q. Okay. And you became a sales manager, and then the Union Pacific merger happened, and did you join Union Pacific?

A. Yes.

Q. And that was in 1997?

A. Yes.

Q. And what was your -- what position did you have with Union Pacific?

A. Same as sales manager.

Q. Okay. Still working in selling either enhancing value or selling real estate owned by the railroad?

A. Yes.

Q. And how long did you stay with Union Pacific?

A. Until December 31, 1998.

Q. Okay.

A. Union Pacific is based in Omaha. There were only a few of us left in San Francisco, and they were paring back the folks in the Bay Area, so I was the young guy at that time and took a buyout and left Union Pacific and went off on my own.

Q. Okay. The 2010 or so?
A. Um-hum.
Q. And what did you do in 2010?
A. I went back out on my own and restarted North Pacific Coast Company.
Q. And did you still work with the sale of surplus real estate for railroads at that time?
A. Yes, I did.
Q. And how many years did you stay with the North Pacific Coast Company? Or how long did you keep it going in that role?
A. Sure. I kept it going until I rejoined Union Pacific. December of 2013 they asked me to come back.
Q. And what role did you have with Union Pacific then?
A. Director of real estate.
Q. And where were you located?
A. Located in San Ramon, California.
Q. Okay. And what was your responsibilities?
A. I had territory in Northern California, covered ten counties and responsible for selling surplus nonoperating railroad real estate.
Q. Okay. And is that the same role you have today?

A. Yes.

Q. Okay. Were you involved in the 1990 sale of the property of the Schlage Lock -- I don't know why I can't pronounce it -- the Schlage Lock site to Tuntex?

A. Tuntex? Yeah, I was not involved in that transaction.

Q. Okay. And was your first involvement in this property in approximately 2014 when you stepped in to try to sell it?

A. Yes.

Q. Okay. So let's take a look at Exhibit 69, start with those.

A. Okay.

(Exhibit 69 marked for identification.)

BY MR. LOWENTHAL:

Q. Just let us know when you open it up, Mr. Krantz.

A. Okay. It's launching. Okay. It's open.

Q. Okay. So if you start with, like, with all these e-mail crazies, you start -- I think I can start you and lead you through the right order to look at the e-mails.

If you start at the second page which says "UP 63" on it, and at the bottom this looks to be

the start of the e-mail trail or chain, I'm sorry, from -- it's an e-mail from you to Howard Pearce dated March 10, 2014 at 2:09 p.m. Do you see that?

A. I see it, yes.

Q. And who was your -- and was this about the time you first became involved in -- I don't know where I went -- I disappeared.

When you first became involved in this Schlage Lock property?

A. Yes.

Q. Okay. Who did you understand Mr. Pearce to be?

A. He worked for -- jeez. Universal Paragon.

Q. And did you understand that Universal Paragon was the successor or attached, somehow related to the Tuntex entity?

A. Yes.

Q. And did -- here it says, "Hello, Howard, I wanted to introduce myself and let you know I've taken over the Bay Area in terms of sale of Union Pacific properties from Rick Gooch," G-o-o-c-h.

And did Rick have your position prior to you?

A. Yes. He retired and I took over for him.

Q. Okay. It says, then, "John Manley had

contacted me regarding dedication of a building that straddles the property line between UP's property and your property in San Francisco (the old Schlage Lock site)."

Who is John Manley?

A. My recollection is that he was a gentleman that -- there were some old sheds, property, railroad -- railroad sheds that he wanted to obtain, and I don't remember what he wanted to do with them, but he was interested in getting them, and there was one that straddled the property line, and that's why I got a hold of Howard.

Q. Okay. And if you move on to the second page there, 64, at the bottom, it says, "I was reviewing our file on the property we own abutting yours and saw that Dave Thatcher (now retired) had proposed a sale of Union Pacific's property to Universal Paragon." Do you see that?

A. Yes.

Q. And I guess I didn't ask you. This is your e-mail, correct?

A. Yes, it is.

Q. Okay. Then it says, "Please see the attached e-mail from Dave to you dated April 13th, 2010. I wanted to re-inquire with you whether there

would with be an interest by Universal Paragon in a purchase of the property. I've attached a print of Dave's e-mail that illustrates our property in red."

And I think if you go to page 65 that's -- is that a copy of Dave's e-mail that you attached to your e-mail?

A. Yes, it is.

Q. Okay. And copy of page 66, is that the attachment of the depiction that you sent of the properties to Mr. Pearce?

A. Go back and -- because I recollect I had asked them for a copy of the print, but let's see --

Q. 66 is some type of a depiction, if you take a look at that.

A. Yes, that's correct.

Q. Okay. So let's look at 66 just so we can acquaint ourselves with what's going on. The property that is the subject of -- well, the property that's owned by -- was sold to Mr. McNerney and is now owned by 424 Jessie is the property that's -- I guess outlined in -- I think it's like an orange color, and it says "UPRR" in the center; is that correct?

A. Yes.

Q. Lot -- I guess it says lot number 4 or

something to that effect. Is that your understanding of the property that we're talking about, right?

A. Yes.

Q. Above that says "JPB," what's JPB?

A. It's short for Peninsula Corridor Joint Powers Board, and we typically just denote that as JPB short for the longer name I just mentioned.

Q. Okay. And that's the railroad, right, there's an operating rail lines there; is that correct?

A. Correct. So JPB owns the abutting operating railroad corridor. We sold that to JPB, meaning Southern Pacific, in 1991, and we, meaning Union Pacific, have a freight easement within that corridor.

Q. Okay. And that's where -- like if I take Caltrain -- is that where the Caltrain also operates through that corridor?

A. Yes, it is.

Q. And then there's also freight trains that run through there, right?

A. That's correct.

Q. And then we're looking at the legend, I guess, down below the UPRR, that's where you own.

Then there's a, it looks like a greenish color, I suppose, and it says, "20-foot roadway." Do you see that?

A. Yes, uh-huh.

Q. Okay. And that's the access roadway easement from Sunnydale Boulevard, or Street, or whatever it is from Sunnydale that runs from Sunnydale to the UPRR property; is that correct?

A. Yes, it is.

Q. And then we have a couple of other easements. There's a -- the yellow one is drill and spur tracks, and that runs also from the area of a Sunnydale Avenue to the -- I suppose that runs to the -- to the subject property as well?

A. It abuts the access roadway, and it doesn't continue and connect to the property we sold to Patrick.

Q. Okay. But would the idea be you could use the access roadway to at least attach somehow to that spur track if necessary?

A. Yes, yes, absolutely.

Q. Okay. And then I guess there's something here that the signal cabinet, it says -- what's a signal cabinet for us uneducated --

A. Yeah. So a signal cabinet has various

controllers in it, electronic equipment that controls railroad signals, and railroad signals are -- let's say you're to come up to a railroad crossing and the crossing gates come down and the lights and bells start ringing and flashing, those are signals. And so it could -- in that particular instance, I don't know what that signal cabinet actually controlled. It could have controlled also switches.

There are electronic switches that switch tracks. So if a train is coming along and they want to divert it to a spur, then that cabinet would be able to switch a train from a mainline onto a spur track.

Q. That would be cabinet -- that could switch from the JPB train line to the yellow spur that's reflected on page 66?

A. Yes.

Q. Okay. And then there's a blue 20-foot ingress/egress easement that looks like it's just -- again, it's adjacent to the green roadway, but that appears to be a survey saying -- is that as adjunct to the 20-foot roadway as well?

A. I believe so. The way it was colored on this map -- now this is a map that Dave Thatcher had

prepared and he colored a portion of it, but it actually continues -- that easement continues further, kind of veers off to the -- I guess it would be to the north --

(Reporter clarification.)

THE WITNESS: To the north, that roadway -- or the access, sort of, goes in a northeasterly direction, and then veers further to the north, north only.

BY MR. LOWENTHAL:

Q. Okay. So now, going back to the -- to you. So you write this e-mail to Mr. Pearce on March 10th, 2014 at 2:09, and if you look at the top of page 63 -- sort of going back there.

A. Um-hum.

Q. I guess it's Mr. Pearce's response to you and copies Jonathan Scharfman on March 10th at 7:58 p.m. Do you see that on the top of page 53? I'm sorry, 63.

A. Yes.

Q. Okay. And he -- he responds to you, and maybe this is how the drawing got attached, but in any event, this is the drawing -- if you look at the second paragraph, "I've attached the drawing that Dave Thatcher provided on April 13th, 2010." Do you

see that?

A. Yes. That's correct. So that's the drawing we were just talking about, is the Dave Thatcher drawing of 4-13-2010.

Q. So, in fact, it was Mr. Pearce that provided that to you?

A. That's correct.

Q. At that time?

A. Yeah.

Q. Okay.

A. Yes.

Q. Okay. And he responds back to you that -- he responds to you about John Manley, and then he talks about providing access for the JPB through the street network in an alley that would extend off of A Street. Do you see that?

A. Yes. Uh-huh.

Q. And it says, "These street's alleys would replace the current easements."

A. Right, I see that.

Q. In your conversation with Mr. -- or in your exchange of communications with Mr. Pearce, did he ever contest that the easements existed?

A. No.

Q. Did he ever state on behalf of Universal

Paragon that the easements had been abandoned or terminated?

A. No.

Q. And, in fact, he acknowledged the existence of those easements in your communications; is that correct?

A. That's correct.

Q. Okay. And basically what he was saying was, Hey, we can trade you access through our new development in exchange for those easements. Was that sort of the bargain he was trying to make?

A. Yes.

Q. Did Mr. Pearce or anyone else from Universal Paragon -- well, strike that. Let's, I guess, get to this e-mail.

In this e-mail on page 63 we're dealing with -- he says at the end, "I'm looking forward to getting further along with the John Manley request." I guess no one had any problem giving Mr. Manley the sheds that were not being used; is that right?

A. That's correct.

Q. Okay. But I didn't -- I noted here he didn't respond to -- the main point of your inquiry, which was, Hey, do you want to buy our property.

A. That's correct.

Q. Okay. Then if you look at the first page of Exhibit 69, page 62, Bates 62. You respond to Howard and you thank him for his message and for giving you the print that we have attached at the back. Do you see that?

A. Yes.

Q. And you also thank him for providing the tentative map and to show how the properties or his proposed development would relate to the Union Pacific property, right?

A. Yes.

Q. But then you say, "Before the release of any retained Union Pacific easement areas as shown on Dave's print and on the map you provided can be considered, we would need to be sure that none of the retained easement areas would still be needed and that our property can definitely be served by the streets in your development," right?

A. Yes.

Q. So you weren't going to make any deal, give up any of your easements because you may need them to access the property, correct?

A. That's correct.

Q. And then you go back to -- you're now pushing them because that's your job, is to sell

property. Now you go back to them and say, Hey, how about buying some of this property, right? You say, "As Dave suggests in his 4/13/20 e-mail, subject to UP management approval, a purchase of our property by Universal Paragon, (with attendant easement releases) makes a lot of sense, particularly if there is no interest by the City of San Francisco to acquire this property now."

A. Yes, that's correct.

Q. And then you tell him, "If you're not interested in buying it, then I'm going to market it to third parties," right?

A. That's correct.

Q. So let's stay on -- well, I'm not sure this is the e-mail chain, but let's go to Exhibit No. 70 is the next one.

Okay -- oh, you know, I'm sorry, there's one -- one question I forgot to ask you. On Exhibit 69 and this color coded map that was attached, you see that in the legend at the bottom where it says, for example, "20-foot roadway," and then it says, "F187 IM.534, No. 2," you understood that to relate to the source document of the easement, right?

A. Right, I believe that refers to the

recording information.

Q. Of the 1990 easement when Southern Pacific sold the property to Tuntex and reserved the easements, correct?

A. Yes.

(Exhibit 70 marked for identification.)

BY MR. LOWENTHAL:

Q. Okay. So then Exhibit No. 70 is, I guess, a report -- it's -- it starts, I guess, in the middle, but it's an -- it's an e-mail from you to Chris Goble?

A. Goble.

Q. Dated July 9, 2014, I'm sure -- did I pronounce his name wrong? Who is Mr. Goble?

A. I don't know if it matters. It's Chris Goble, G-o-b-l-e. So at the time he was general director real estate. Now he's the assistant vice president of real estate for Union Pacific. So he runs the real estate group for Union Pacific.

Q. And at this time he was your boss or one of your superiors?

A. He was my direct report, correct.

Q. And through this e-mail -- and this is about -- let's see -- about four months after that, your communication with -- with Mr. Pearce, and

you're giving Mr. Goble a summary of where you are with this property, right?

A. Yes.

Q. Okay. And the first paragraph, you basically tell them that you're giving people a few weeks to make offers on the property and this would be third parties, right?

A. That's correct.

Q. Okay. The second paragraph says, "I have given abundant time consideration to Universal Paragon (UPC), the abutting owner, to submit an offer. The board met last Friday and proposed a land swap of two small parcels they own nearby that is part of their 'Baylands project'."

Can you describe for us what you understood Universal Paragon was offering you?

A. I don't recollect which properties they were offering us at this point.

Q. But they weren't offering you money. They wanted to give you a couple of other properties that he had in exchange for the subject property; is that correct?

A. That's correct.

Q. And later on in the paragraph you say, "The two smaller properties that they have offered would

be less developable and there's no information from them as to zoning and proposed land use for their parcels. I'm recommending we formally advise UPC that we are not interested in the land swap. I have been asking them to submit an offer for the past two-plus months."

Do you recall communications with UPC in which you said, Hey -- you know, after this initial e-mail, Exhibit 69, where you said, Hey, are you guys going to make an offer to buy this property from us?

A. Yeah, I don't remember exact conversations or even e-mails, but I had given them the opportunity to make an offer for the property, and they did advise me that they weren't interested because of the reasons mentioned in the e-mail, that they had basically too much on their plate with their -- with the Schlage Lock development and the Baylands project, so they didn't want to take on our property. They felt they could --

Q. And they were the logical purchaser because they were the adjacent property owner?

A. That's correct.

Q. And then you go on in the rest to say that you're favoring Mr. McNerney's -- Mr. McNerney who

we can't see any longer -- you're favoring his offer for -- because of a quick close and that he's incentivized because of an exchange to do the deal; is that right?

A. That's correct.

Q. I want to look at the second page that I've attached here to Exhibit 70, I wanted you just to describe for us what that is. And this is another, sort of looks like a, I guess, a map or a depiction of the easement -- easements. Do you see that?

A. Yes, I do.

Q. Okay. And on the legend -- and was this something produced or provided by Southern Pacific?

A. Yes, it's a Southern Pacific sale print.

Q. What's a sale print, so I understand?

A. So it illustrates -- I can't really see it here, but generally the Southern Pacific prints were generally colored with highlighter to show the sale area. And then, this instance, the easements that were reserved are shown there in the legend by different types of --

Q. And if you see this one is dated in the lower right corner March 20th -- I'm sorry, March 20th, 1990. Do you see that?

A. I'm trying to -- in here?

Q. In the right corner under the Southern Pacific logo.

A. Let me get my glasses.

Yeah, it's March 20th, 1990.

Q. So this was created at the very time that they ended up initially trying to sell -- proposed to sell this property, the Oyster Point Properties, and later -- which later we know from this litigation became Tuntex, right?

A. Yes.

Q. Okay. And so at the time they were selling this -- is this something that is customarily given by the buyer, the proposed buyer?

A. Yes, so a sale print like this is typically attached to a purchase and sale agreement and illustrates what we're selling to the buyer and what we're reserving back. So this was an attachment or would have been an attachment to the purchase and sale agreement with Oyster Point Properties as an Exhibit A to illustrate what we were selling them and, as shown in the legend, what was being reserved back in the sale.

Q. And one of the things that was reserved back in the sale was a nonexclusive easement for access roadway. Do you see that?

A. Yes.
Q. And that was -- that wasn't just to use in conjunction with a rail -- any railroad access to this property that was used to get to the property, right?
A. Yes, that's correct. So at the time the property that we sold to Patrick was leased by Schlage Lock, and it needed -- that was the only -- way to access it, was via the access road, otherwise it would be landlocked.
Q. And the nonexclusive easement for the access roadway is separate and apart from any railroad use, correct?
A. Not necessarily. It was used to access the property sold to Patrick, but directly abutting the access road is this rail easement. So that access road would allow, at the time, Southern Pacific forces, meaning employees, to use that nonexclusive access road to maintain the railroad tracks and the abutting easement area.
Q. The intent was also that when you sold to Patrick, for example, that he could use that access easement to access his property whether he was using it for railroad purposes or not?
A. Yes, that's correct.

Q. And that was the intent of Union Pacific when it sold the property to Patrick, correct?
A. Yes.
Q. And then it talks about possible future drill track right-of-way and the legend -- just relates to the different types of crosshatchings that's shown in this map, correct?
A. Correct.
Q. Okay. And if we look at the top of -- Exhibit 70, Chris tells you that he agrees with your assessment and that he agrees you should go ahead and proceed with this sale to Patrick; is that right?
A. Yes.
Q. Okay. So let's look at page -- Exhibit, I'm sorry, 71. And that is an e-mail -- let me know when you get it opened up.
A. Okay. It's open.
(Exhibit 71 marked for identification.)
BY MR. LOWENTHAL:
Q. Okay. So that's an e-mail, October 17th, 2014 from you to Douglas Feagan?
A. Feagan, um-hum.
Q. And who is Mr. Feagan?
A. He was our head property engineer in our

real estate group.

Q. Okay. And with respect to, for example, for the sale to Patrick, what were you looking for Mr. Feagan to do?

A. So I had a prior aerial sale print, and I wanted him to revise the print to show the buyer named Patrick McNerney and also to revise the print -- let's see -- yeah, so initially that sale print just showed the fee property, the sale area that we sold to Patrick, and I wanted Doug to revise the print to show Patrick as the buyer and to also include the various easements that we had reserved in the 1990 sale to Tuntex on the print as well to sort of mirror the print that Dave Thatcher had prepared.

Q. Because you wanted to make sure that Patrick was getting the same easements that you reserved in the sale to Tuntex; is that correct?

A. Yes.

Q. And you say at bottom here, "These easements will be conveyed along with the property to Patrick McNerney. He will need to have the easements for the benefit for access, et cetera, as he will be negotiating with Universal Paragon, which owns the abutting Schlage Lock property to quitclaim

those easements to them eventually in exchange for better access." Do you see that?

A. Yes.

Q. So the entire purpose of getting Patrick these easements was so that he would have access to the property that he was buying from you, correct?

A. Yes, um-hum. That's correct.

Q. Then if you look at the third page of this exhibit, it's -- and I guess it's the way I printed them. I probably printed them wrong. Maybe make it bigger on your screen. It's UP0227. I just wanted to know what this document was.

A. UP --

Q. It's the third page of Exhibit 71 and --

A. Yeah. So what that is is a -- it's a val map schedule of property. So what this -- schedule property, and you can see it says "Schedule Property for Sheet 6" at the top right. So what this does is record -- or show the grantor grantee information. Again, the instrument, the date of the instrument and the recording information pertaining to the sale of railroad property.

So -- and when I try to blow this thing up, it's not really legible, it's blurred out, but what it illustrates -- and I just -- because I'm familiar

with this particular page and this val map, schedule property, it shows the easements that were reserved in the sale to Tuntex.

Q. And this is part of the records of Southern Pacific originally, and later Union Pacific?

A. Yes.

Q. And what -- and this is something that's kept by the railroad to keep track of what happens to the properties and the easements that it reserves, correct?

A. Yes.

Q. Okay. And what did you call this again, val map --

A. Yeah. So I'll give you the full name and then the -- the abbreviation. So the full name is valuation map, or for short val, v as in Victor, a, l as in Larry, map. So instead of saying valuation map every time, we would say val map. And this particular val map is a schedule of property. So the val maps -- like for instance, that Dave Thatcher print, the one where he colored the easements, that's a portion of one of our valuation maps, our property valuation maps, and then -- so those maps illustrate the actual parcels and -- that we own, and what we still own or what we have sold,

and then this particular map, the schedule property shows the information about when we acquired and when we've conveyed out interests in real estate.

Q. Okay. Perfect. Okay. The next exhibit is 72, and that is an e-mail exchange that, I guess, starts between you and now Mr. Scharfman with a copy to Mr. Pearce. It's dated -- I guess the initial e-mail is dated, from you, is dated September 18th, 2014, and it addresses the tentative map. Do you see that?

(Exhibit 72 marked for identification.)

THE WITNESS: Yes, uh-huh. I do.

BY MR. LOWENTHAL:

Q. And it says in the first paragraph, "I was caught by surprise when we spoke on the phone the other day when you first mentioned a retaining wall shown on your T map." You mean tentative map when you say T map, right?

A. Yes, just abbreviation.

Q. "And this is a retaining wall that will replace existing smaller retaining wall on site today, which new wall will be much larger and run the entire length of the boundary between your property and ours." Do you see that?

A. Yes.

Q. Do you recall what the issue was with the respect to the retaining wall?

A. Yes, so when I met on the ground with -- you know, I did eventually meet with Howard and with Jonathan out on the ground. The site conditions at the time were that the Schlage Lock property and our property were pretty much at grade, although there was a small retaining wall between our property and their property but our property did have access from the Schlage Lock property.

And then, my understanding was that Schlage Lock, or not Schlage Lock -- Universal Paragon was planning to build a very large retaining wall between their property and our property. They were going to be importing a significant amount of fill material. Basically I think that was -- or I believe that was their remediation -- the Schlage Lock property was contaminated, had environmental contamination, so they were going to be importing a significant amount of fill to raise the elevation of the Schlage Lock property, and that fill would serve as the remediation. And in order to retain that fill, they were going to build this retaining wall, and basically that would put our property far below their property, sort of in a depression or a hole,

if you will. So our property, you know, wouldn't -- no longer have access, really, from their property.

Q. And so the significance was that by building that retaining wall they would render or somehow disturb the easement that you had running to your property.

A. Not necessarily. So in discussions with Universal Paragon, they were saying, well, yeah, your property would have access from the internal street system in our Schlage Lock development, but with that retaining wall, our property would be far below grade. So there's no way to get access from their development.

So I believe, again, the only way to access our property would be via the retained easements that, you know -- you know, we got in the -- or reserved in the sale to Tuntex in 1990. So those easements -- there's no way those easements would go away because they still provided access. They had to be retained.

Q. And just so we're clear, as of 2014, the railroad had not abandoned those easements, had it?

MR. PREONAS: Objection. Calls for a legal conclusion.

MR. LOWENTHAL: Okay.

Q. I'll let you do it. Let me just rephrase the question.

As of 2014, had the railroad abandoned the access and other easements that were reserved in the sale to Tuntex?

MR. PREONAS: Same objections.

THE WITNESS: No, we had not.

BY MR. LOWENTHAL:

Q. As of 2014, had the railroad terminated those easements?

MR. PREONAS: Objection. Calls for a legal conclusion.

BY MR. LOWENTHAL:

Q. Let me rephrase it. As of 2014, had the railroad terminated the easements for the benefit of the property that had reserved in the sale to Tuntex?

MR. PREONAS: Objection. Calls for a legal conclusion.

THE WITNESS: No.

BY MR. LOWENTHAL:

Q. Okay. Okay. What's your understanding of what abandonment means, Mr. Krantz?

A. That would mean where the railroad, you know, decides that it doesn't need those easements

anymore, and then would, you know, if -- you know, if somebody came to us and said, Hey, you know, we want you to abandon those easements, we would review it and see if we still needed them and make a decision at that time if, whether we would abandon those and quitclaim those easements. In this particular case, the easements were not abandoned, and, as stated in the e-mails, we would not quitclaim those easements until something was -- there would be a resolution from an access standpoint.

So they were not abandoned, and we don't abandon our easements until we decide what, you know, whether we will relinquish them.

Q. And as of 2014 you had the -- the railroad, Union Pacific, had not decided to relinquish those easements; is that correct?

A. Yes, that's correct.

Q. Okay. If you look at the second page of Exhibit 72, your e-mail to Jonathan copying Mr. Pearce, it says, "Concerning the access easement and other easement rights that inure benefit of UPRR and its property, at some juncture, it may be appropriate to discuss possible quitclaim of these easements. However, consideration of doing so must

make sense to UPRR and our proposed buyer (should they then own the land.) Right now the access easement particularly is critical in order to get to the property and will be needed for quite some time until our property is developed." Do you see where you write that?

A. Yeah, I see that.

Q. And that -- it was critical in 2014 to retain the access easement; is that correct?

A. Absolutely.

Q. And then you explain, "If there are issues concerning development of our property, then the access easement will be critical for UPRR to retain," correct?

A. Yes.

Q. And that would be the same for your buyer, Mr. McNerney. It would be critical for him to retain it until the issues concerning his development of the property were resolved, correct?

MR. PREONAS: Objection. Calls for speculation.

BY MR. LOWENTHAL:

Q. You can respond.

A. Okay. Yes.

Q. Yeah. And you know that from your history

storing any hazardous materials or other liquids of any sort or contaminated dirt, you know. And their abutting property was pretty contaminated, and so we would not want any of their soils to be stored there.

Q. Now, were you a little disturbed that these guys were going along with this tentative map that was going to affect Union Pacific's property without telling you anything about it?

A. Absolutely, yes.

Q. And can you explain for us why that was the case?

A. Well, our property was being planned by Universal Paragon and the City of San Francisco without any input from Union Pacific Railroad, and I found -- the only way I found out was actually meeting on site with Howard and Jonathan, that all of this was in the works. All of this stuff was going on for quite some time. There's a tentative map that they were working on, and first I knew about it is when I met with them on site.

Q. Is that -- I'm sorry, was that unusual for the railroad not to be consulted with respect to property that's being developed adjacent to it that would somehow affect its retained property?

A. Yes, that is unusual.
Q. Okay. So -- and you expressed, sort of, displeasure to the people at Universal Paragon about that, right?
A. Yes.
Q. And, in fact, you also communicated with the City and County of San Francisco about your displeasure on that issue; is that true?
A. Yes.
Q. So let's look at Exhibit 73.
(Exhibit 73 marked for identification.)
BY MR. LOWENTHAL:
Q. This is an e-mail that you sent to Patrick McNerney on December 15th, 2014. Do you see that?
A. Yes.
Q. Do you know if you were in contract with Patrick at that time, or was it -- or you were certainly negotiating with Patrick at that time, right?
A. I believe we were in contract at that time.
Q. Okay. And so what you were doing by this e-mail and its enclosures was disclosing with Patrick what was going on with tentative map and the positions that the railroad had taken with the City

and County and the City's and County's response and the like, right?

A. Correct.

Q. Okay. So because you wanted -- you wanted Patrick to -- I mean, you're a seller, you wanted your buyer to know what was happening, correct?

A. Yes, that's correct.

Q. Okay. So you say, "Hi, Patrick, below is a string of e-mails with the City of San Francisco Public Works department staff concerning the Schlage Lock tentative map and request that we made to the DPW pertaining to that map. I've attached three letters that accompanied the e-mails below. The first being a letter to Robert Hanley on October 1, 2014 with comments regarding the T map and overall development plan and its impact on UPRR's property."

Now, just so we're clear, when you're referring to UPRR's property, you're referring to the property you're selling to Patrick, right?

A. Correct.

Q. And so if we look at the first letter, it's Bates UP0212. It's your letter dated October 1, 2014, to Mr. Hanley, correct?

A. Yes.

Q. Okay. And here's where you make -- you

make reference in the third paragraph down, "Sheet C2 of the tentative map plan set suggests that these easements are either, 'to be abandoned' or 'to be quitclaimed'. In this letter I will refer to these easements collectively as to the 'UPRR Access Easements'." Do you see that?

A. Yes.

Q. And that's what you saw these easements are, was a way to access the property that you were selling to Patrick, correct?

A. Yes.

Q. Okay. And you made clear to the City and County on the next page, point number 1 on Bates 213, you set forth your specific objections to the tentative map. And point number 1, you say that, "UPRR has no plans to either quitclaim or abandon the UPRR access easements. Thus there's no factual support for the statement on the tentative map application that these easements will be quitclaimed or abandoned, doing so would effectively land lock the UPRR land. There's no road access to the UPRR land from the north due to the large grade separation caused by the railroad tunnel and the elevation of Blanken Avenue." Do you see that?

A. Yes.

have been addressed in such a way that the entire project can be completed in accordance with the development agreement and this tentative map." Do you see that?

A. Yes.

Q. That's sort of typical city and county language, right? As long as it's good for them it's good for everybody. Is that how --

A. Yeah, it wasn't sufficient.

Q. As long as they, as the judge and jury, decide it's okay, then it should be good for everybody else.

So was that language satisfactory to Union Pacific?

A. No.

Q. Okay. And then starting on page UP0220, this is your October 27, 2014, letter back to Mr. Storrs explaining why that language is not satisfactory?

A. That's correct.

Q. And particularly it's just -- it's exactly what you -- what you're saying is that down on the last one, two, three, fourth paragraph it says, "As described in more detail in my October 1, 2014, letter, access to the UPRR Land is severely

constrained. On the east is bordered by the railroad tracks. To the north there's a severe grade change due to the railroad tunnel. To the west, the UPC subdivision proposes to erect a new retaining wall 16 to 28 feet high. The present UPRR access easements are only from the south, and this is, considering the various grade changes, is the only logical place for the public road access to the UPRR Land." Do you see that?

A. Yes.

Q. Okay. And you weren't willing to abandon, terminate, give up, relinquish those easements because it was the only way to get to the property that you were proposing to sell to Mr. McNerney, correct?

A. Correct.

Q. And so you were telling Mr. Storrs that, Hey, you have to -- we're not going to give these easements up at all unless it's absolutely positively -- access -- absolutely or positively provided elsewhere and only until we assure ourselves that that occurs to our satisfaction, correct?

A. Correct.

Q. Okay. The next exhibit is 74.

(Exhibit 74 marked for identification.)
BY MR. LOWENTHAL:
Q. And there's some handwriting on it. And I guess my question is -- this is an e-mail from you to Mr. McNerney, but there's also a handwritten notation; is that your handwriting?
A. Yes, it is.
Q. Okay. And is this contemporaneous notes that you took with respect to your conversation with Mr. McNerney?
A. Yes.
Q. And you say, "C-o-n-v with Patrick McNerney. He had some questions re: use of easements. Not sure last time track easement used." Is that what he asked you or you told him?
A. I don't recollect.
Q. But you did tell him, "I used the access easement from Sunnydale in March of 2014 when I met with Scharfman and Howard Pearce. Not abandoned."
A. Correct.
Q. And you told Mr. McNerney that because it was true, correct?
A. Yes.
Q. Okay. The next exhibit is an e-mail. Exhibit 75, on the bottom, is an e-mail dated

January 8th, 2015, from you to David Phillips, with copies to others.

(Exhibit 75 marked for identification.)

BY MR. LOWENTHAL:

Q. Do you recall who David Phillips is?

A. He worked for Patrick's title company.

Q. Okay. And you were addressing the transfer of the property to Mr. McNerney?

A. Um-hum.

Q. Is that right?

A. That's correct.

Q. And you say, "The sale property is benefitted by the access easement reserved in the 1990 deed from Southern Pacific to Tuntex," correct?

A. Yes.

Q. Okay. "That particular easement was specifically reserved in the transaction, to allow continued access to the sale parcel, otherwise it would be landlocked."

A. Correct.

Q. Okay. And then it says, "UPRR, as successor in interest to Southern Pacific, is able to convey its interests in the various easements reserved in the Tuntex deeds." Do you see that?

A. Yes.

Q. And how did you know that?
A. Well, we're the -- UP was the successor to Southern Pacific. Those easements then become, you know -- you know, like I said it before, inure to our benefit, they are a property right that as successor to Southern Pacific we have benefit of and we're able to convey those out to -- in fact, the language in the -- in the deed that reserve them mentions that they are to the benefit of a successor (inaudible) signs (phonetic). So Patrick would be successor to Union Pacific, and he can convey those easements out as well.
Q. And as of this time, January of 2015, had anyone from Universal Paragon -- or by this time it might be known by the plaintiff's name. I keep forgetting what the plaintiff is. I just call them Visitacion -- Visitacion Investments, LLC.
Had Mr. Pearce or Mr. Scharfman whatever his name is, Jonathan, did anybody tell you that the railroad had abandoned or terminated the easements?
A. No.
Q. They never took that position prior to your sale to Mr. McNerney?
A. No. They were hoping that we would, you know, eventually quitclaim the easements to them,

but they never said they were abandoned.
Q. In fact, they acknowledged you the existence of the easements; isn't that correct?
A. Okay.
MR. PREONAS: Objection. Calls for a legal conclusion.
BY MR. LOWENTHAL:
Q. And when you told Universal Paragon about this access easement and how it was crucial to the property, did they ever tell you that there was no such access easement to the property?
A. No.
Q. In fact, Universal Paragon's representatives acknowledged the existence of the access easement to the property, didn't they?
A. They did.
Q. Okay. Now, eventually you closed the transaction, I think it's in February of 2015, to Patrick; is that right?
A. Yes.
Q. And there was an agreement with Patrick that he would build a fence between his property -- between the property he was acquiring from you, and the JPB property; is that right?
A. Yes.

Q. Okay. And that's for safety reasons so that no -- there's nobody going over the -- to the -- getting hurt by the tracks and make sure that everybody stays on that property?

A. That's correct. It's strictly to prevent trespass onto the railroad right-of-way, to create a barrier between sale parcel and operating railroad property for trespassing and safety purposes.

Q. Okay. Now, do you recall some time after the sale, like a year later, you got an e-mail from Doug Walsh, general counsel, to Universal Paragon Corporation?

A. That's not ringing a bell.

MR. LOWENTHAL: Yeah. Nancy, this is Exhibit 48, and this is the one that I -- this is the only other one. I'm getting to the end, I promise.

Is there any -- or maybe the court reporter can do it. I wanted to show him Exhibit 48, which we've previously used, and I have no idea how to do it.

MS. JOHNSON: I can do it.

MR. LOWENTHAL: Okay.

MS. JOHNSON: Rob, do you have access to your e-mail?

THE WITNESS: Yes.
MS. JOHNSON: I e-mailed you Exhibit 48.
MR. LOWENTHAL: Okay. Cool. It's couple of four pages.
(Discussion held off the record.)
(Exhibit 48 marked for identification.)
MR. LOWENTHAL: So back on the record.
Karen, are we good to go?
THE REPORTER: Yes, we are.
BY MR. LOWENTHAL:
Q. Mr. Krantz, so showing you this Exhibit 48, if you could go to the second page, it's an e-mail from Doug Walsh to you copying Howard Pearce dated May 5, 2016. Do you see that?
A. Yes.
Q. The second page is Bates 3075.
A. I see that.
Q. It says, "Dear Mr. Krantz, I'm general counsel for Universal Paragon Corporation, UPC. I've been with UPC a little over a year and I'm trying to tie up some loose ends with regard to some old RR easements. I've attached a drawing that shows three easements I'm concerned about highlighted in yellow. They 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" and it has "Mainline, drill, spur and drill and spur track." "Although these easements have been physically abandoned, they are still showing up on title reports as existing easements. I've been tasked with getting them 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 would be happy to travel to your offices to discuss. Thanks."

And then he attaches a -- some type of -- it says, "Corporation quitclaim deed," is the last page, 3077.

A. Um-hum.

Q. Do you see that?

A. Yes.

Q. Okay. Did you -- nowhere here does he identify in his -- in his e-mail to you, the access roadway easement, but, in fact, that is shown or appears to be shown to me on the last page, 3077.

Can you tell from looking at this whether -- what he was trying to -- trying to get you to -- to do?

A. Identifying the roadway here. It actually doesn't look to connect to the sale property. I

think he's just referring to the railroad easements, because the roadway doesn't show here as leading to the sale property. I'm looking here at the sale property. It shows EPN 5087-004. There's nothing connecting -- that's what we sold to Patrick, that's the fee parcel. So he's only referring to the railroad easements and the signal case easements.

Q. And so he wasn't -- as far as you understood, he wasn't referring to the crucial access roadway easement that we've been talking about earlier in your deposition?

A. That's correct.

Q. Okay. And if you look at the first page of Exhibit 48, you basically say, 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.

A. Yes, I see that.

Q. And I assume you never heard back from Universal Paragon after this, did you?

A. Not that I recollect, no.

Q. Okay. So then I just want to -- and Steve was nice enough -- I just want to make sure that

MR. LOWENTHAL: Oh, I thought -- hold on a second. Where's the 1990 one? Oh, here it is. Maybe it's -- August 10th, 19- -- hold on. Let me check.

Yeah, here it is. "Deed correcting" -- what the --

Steve, where did you get these exhibits?

Steve, in any of these exhibits that you sent along, is the original 1990 deed in there?

MR. PREONAS: No, these are different deeds.

MR. LOWENTHAL: Oh, I'm sorry.

Nancy, I need you to send 3 and 5. Can you send -- I just want -- while you're doing that, let me ask you a couple of questions.

BY MR. LOWENTHAL:

Q. Mr. Krantz, was -- Southern Pacific, in 1990, was also in the communications business, was it not? It had communications departments or --

A. Yes.

Q. Can you describe what its communications business was in 1990?

A. So there was a subsidiary company called SP Telecom, and the owner of Southern Pacific at the time would -- well, there were fiber optic lines in

the railroad right-of-way, and SP Telecom was in the business of -- fiber optic business, and basically over the ten-year period that Phil Anschutz owned Southern Pacific Railroad, he laid, in a very significant fiber optic -- commercial fiber optic, network into the railroad right-of-way, and then that eventually became Qwest Communications.

Q. And so that was a business that -- Southern Pacific was interested in the communications business through this subsidiary in 1990; is that true?

A. Yes.

Q. Okay. And when Southern Pacific became Union Pacific, did Union Pacific continue to have various sub- -- and to this day has various subsidiaries that are involved in sort of general communication and data processing type of businesses; isn't that correct?

A. I really don't know what UP has in terms of subsidiaries like that. This was all in the Southern Pacific era that there was the SP Telecom, the subsidiary. But during the course of -- so my understanding is that when Anschutz, Phil Anschutz sold Southern Pacific to Union Pacific, he retained the SP Telecom rights, did not convey that to UP,

then that SP Telecom became Qwest, which then became Mountain Bell because he bought Mountain Bell, and then that is now a company called CenturyLink.

Q. Okay. And so when SP and, prior to these transactions, when SP was reserving easements, it would also reserve the right to have these communication fiber optic lines within the easement areas; is that right?

A. Yes. And that's -- the 1990 deed did reserve that.

Q. And that was separate and apart from the rail lines, for example, correct?

A. Yes.

MR. PREONAS: Objection. Calls for a legal conclusion.

BY MR. LOWENTHAL:

Q. And the reason they -- your understanding of the reasons Southern Pacific did that is to enable it to lay these fiber optic lines and use that as a business enterprise, right?

A. Yes.

Q. And that had value to Southern Pacific separate and apart from running trains, correct?

A. That's correct.

Q. Okay.

were -- pardon me?

A. Yes, I see it.

Q. And is that true that the Exhibit 5 is the document that corrected the legal descriptions in the Exhibit 3 grant deed reserving the easements in the sale of the Schlage Lock property to Tuntex?

A. Let's see here.

Refers to the 1989 --

Q. It's just dated 1989. It was recorded in 1990. Purchase and sale agreement was 1989, if you look --

A. Right.

Q. On --

A. Right. Okay. Yep.

MR. PREONAS: You have to ask him a question, Jeff, come on.

BY MR. LOWENTHAL:

Q. All I want to know is, is the Exhibit 5, the document which created certain legal descriptions in the easements that were reserved in the Exhibit 3, grant deed, evidencing the conveyance from Southern Pacific to Tuntex?

A. Let me read this here.

I'm sorry, repeat your question.

Q. Yeah, if you look at Recital C, Recital C

references the grant deed, which is Exhibit Number 3, it says, "In that certain executed letter, SP acknowledged and agreed that the legal descriptions of the easements as set forth in Exhibit B to the grant deed executed and recorded on August 10, 1990," which I'll represent to you is the one that you just previously looked at, "in the official records, was not prepared by a surveyor and that would be necessary to substitute, therefore, a legal description based on a survey."

And if you look at the second page, it says, "Now, therefore, in consideration, it deletes the legal descriptions of the easements set forth in the original grant deed and substitutes the new legal description."

A. I see that.

Q. Okay. And these were the easements that we have been talking about today, right?

A. Let me page through.

Q. Okay.

A. "Railroad easement. Mainline easement" -- yes, that's correct.

Q. That's -- let me just quickly look at my notes.

MR. LOWENTHAL: I think that's all I have

question. If you want to rephrase it, then he can answer a different way. But he's answer it. It didn't include the mainline railroad.

MR. PREONAS: Move on.

Q. Turning back to Exhibit 2, Mr. Krantz. I would like you to look at page 2 of the PDF, bearing Bates number V2930 towards the middle of the page, highlighted portion, entitled "Fence covenant"?

A. Yes.

Q. Okay. Did you personally review this document before in connection with the transfer of the JHP property, Mr. McNerney in 2015?

A. Yes.

Q. What is your understanding of what this fence covenant was intended to accomplish?

A. Covenant was intended to accomplish a separation of the sale parcel from the mainline railroad to prevent trespass access or encroachment onto the mainline railroad. It was for security purposes, to keep people from going onto the railroad right-of-way.

Q. The owner of the JHP property that was going to obtain ownership by way of this 2015 grant deed didn't need to access the mainline right-of-way anyway because that was not something that was

what's your understanding of when the last time they were actually -- there was actually rail in the easements?

A. I don't know.

Q. Do you have any records of when there was last rail in the easements?

A. No.

Q. Have you ever seen any rail in the easements?

A. I don't recollect.

Q. Okay. Do you recollect the first time you ever walked those easements?

A. When I met Howard and Jonathan -- Jonathan Scharfman and Howard Pearce on the property.

Q. Do you have an estimate as to when that was?

A. That would have been in -- I believe -- yeah, 2014.

Q. At that time you didn't see any rail easements?

A. I don't recollect. I don't remember if there was rail there or not.

Q. Did you ever have any discussions with Mr. Scharfman about the use of the easements for railroad purposes?

A. You're talking about Exhibit 2 now?
Q. Yes.
A. 2. Okay.
Q. I don't need you to look at it. I'm just trying to get your general understanding of -- when we say "the easements," what specifically, in your mind, does that mean?
A. Well, we conveyed the easement rights that we reserved in the 1990 sale to Patrick, that would be the access easement, and there were two access easements, a railroad easement and a signal box easement.
Q. So you've listed what your understanding of those three easements are, and I appreciate that. I would like --
MS. JOHNSON: I believe he was referring to access easements plural, which would be two.
BY MR. PREONAS:
Q. Let's just take the rail easement, Mr. Krantz. What's your understanding of what that rail easement was used for historically?
A. It was used for railroad purposes and communication purposes. It's part of the reservation -- reserved communication rights in there as well for fiber optic telephone, telegraph.

I don't have the exact --

Q. Do you have any of personal knowledge as to the communication uses of the access easement?

A. No. I don't know if there are communication lines in there.

Q. Did you see any in 2014 when you visited the easements?

A. Well, I don't recollect seeing anything, and if there was anything, it probably would be subterranean.

Q. But you're not aware of any records of the railroad that would indicate the location of subterranean communication lines within the easements?

A. No.

Q. And if you had located them, you would have produced them pursuant to --

A. Yes.

Q. So you looked for them but didn't find them?

A. I looked for and produced whatever was responsive to the subpoena, so...

Q. And same question with respect to actual rail within the easements, you don't have any records of the railroad that you located that relate

to the location of rail within the easements?
A. No. The only thing I can say is that in 1990 -- reserve of railroad easement tracks.
Q. How do you know that?
A. Well, just based on experience.
Q. I believe you said you weren't involved with the 1990 transaction, correct?
A. That's correct. I guess I couldn't speculate, but that would normally be the case for reservation of a railroad easement, is if there were tracks there. I do know that there were tracks at one point, I don't know when they went away, but they crossed Bayshore Boulevard and served a property across the street to the west, so that's what I understand.
Q. Do you have an estimate as to when they were removed?
A. No, I don't.
Q. Do you have any other personal knowledge about the location of rail or fiber optic that we haven't discussed yet?
A. I know there is fiber optic in the mainline right-of-way. I was looking at the valuation or val map and -- or I did see a reference to Sprint, which actually used to be a subsidiary of Southern

Pacific.

Q. Okay. All right. Regarding Sprint, I think your testimony before the break was that Sprint set up a separate entity to -- as a telecommunications provider; is that accurate?

A. Well, Sprint is different than SP Telecom. Sprint was a subsidiary of Southern Pacific Railroad that was spun off in -- somewhere around 1980, and became a separate fiber optics company, but subsequent to that, a new company was created called SP Telecom, so there's a difference there.

Q. Okay. So at some point Union Pacific purchases SP, correct?

A. Correct.

Q. And do you know when that was?

A. 1997.

Q. And were you involved in that purchase personally, or was it somebody else --

A. I was not involved.

Q. I believe your testimony earlier was that in connection with Union Pacific's purchase of Southern Pacific, Southern Pacific did not transfer its interest in SP Telecom to Union Pacific; is that correct?

A. That's my understanding, yes. It was

there might be. I don't know. It's not part of what I do.

Q. You've never leased property to -- you've never been involved in a lease of Union Pacific property to a telecommunications provider?

A. Personally, no.

Q. But you do do your commercial leases at Union Pacific property in connection with your duties?

A. No, I'm not involved in leasing railroad property. Just strictly selling.

Q. Have you ever been involved in a sale of Union Pacific property to a telecommunications provider?

A. No, but I do know that when we sell UP property, we ascertain whether or not there is fiber optic impacting the sale property, and if there is we reserve an easement for the fiber optic line.

Q. But you didn't do that in the case of the 2015 deed, did you?

MR. LOWENTHAL: Objection. Calls for a legal conclusion.

THE WITNESS: No, I did not. But I do know that the easement had communication rights associated with it.

BY MR. PREONAS:

Q. Associated with the railroad use of the easements, correct?

MR. LOWENTHAL: Objection. Mischaracterizes --

THE WITNESS: Associated --

MR. LOWENTHAL: -- his testimony.

(Reporter clarification.)

THE WITNESS: It's not strictly railroad related. It's for, you know, any railroad or successors --

BY MR. PREONAS:

Q. Railroad use?

A. No, not for railroad uses.

Q. For what kind of uses, then?

A. Well, the communication rights aren't associated with a railroad use. It's for any commercial use.

Q. Okay. I would like you to go back to Exhibit 5, please.

A. Okay.

Q. I would like you to go to page 5, please.

MR. LOWENTHAL: I'm sorry, Steve, what exhibit are we on?

MR. PREONAS: Exhibit 5, page 5.

described in this e-mail, Exhibit 69, that we just looked at.

THE WITNESS: Again, there are two access easements: There's the roadway access from Sunnydale all the way to the sale parcel, the fee parcel; and then there's a separate one that kind of heads off in a northeasterly direction and then transitions northerly, but does not connect to the sale property. That's the one, maybe, he's referring to. Not my opinion. As far as I'm concerned, those are easements in favor of Union Pacific.

You know, Dave had his opinion in 2010. We conveyed those to Patrick for whatever use he would be able to make of them and whatever rights would go along with those easements.

BY MR. PREONAS:

Q. So going back to 5 for one moment. I thought we were done, but something came up that I wanted to talk about.

A. Okay.

Q. And I'd like to look at page 5 of Exhibit 5, please.

A. Page 5. Okay.

Q. And the second half of the first paragraph,

beginning with the words "Upon abandonment or termination."

A. Okay. Yeah, I see it.

Q. Okay. So you presumably in your vast experience with Union Pacific Railroads dealt with the abandonment and termination of easement rights, correct?

A. Yes.

Q. Is this type of language common in other easement grants reserved by -- or granted to Union Pacific that there's a provision for their abandonment?

A. Yeah, so these are perpetual, exclusive easements in favor of railroad. We do not abandon any easements until we determine -- in our sole and absolute discretion whether or not we are willing to terminate the easements. They are not abandoned until we take specific action, meaning a quitclaim.

Q. Under what circumstances has Union Pacific previously abandoned or terminated easements and executed a quitclaim deed in a form satisfactory --

MR. LOWENTHAL: That's actually compound.

MS. JOHNSON: Quite broad.

BY MR. PREONAS:

Q. You can answer.

A. If someone came to us and they wanted an easement quitclaimed, we would look at the specific situation, that we determine that in our sole and absolute discretion whether or not we wanted to quitclaim the easement. Then we would go out internally to different departments to make sure the easement wasn't needed any longer. And if we got feedback from various internal sources that it wasn't and we received appropriate compensation from the party requesting the quitclaim, then we would look to -- and I would get my management's formal approval. I have to go through a very formal extensive process internally to get the release and quitclaim it, any easement that we have, and that means monetary consideration, that means internal feedback from up to 12 different departments at the railroad, and just to make sure that it isn't needed. And then we go from there to work with the requesting party to formalize a -- first we enter into an agreement for release of easement, spells out all of the terms of the release, including proper as-is released and indemnification language to the railroad, and then spelling out the compensation that we're going to be paid. And then once the party executes the agreement, we're

effectively in contract at that point, and then we will execute the release and quitclaim of easement deed.

Q. Thank you.

A. You're welcome.

Q. What are those 12 departments?

A. Oh, gosh. Our operating department, our manager or track maintenance, our engineering department, our property management people, our track maintenance people, our industrial development department. Fiber optics department. Gosh -- there's like 12 different departments that I have to approach, and it's like herding cats to get everybody to respond --

Q. Thank you. I have other cases where I'm asking railroads to do that, so it's a good peek behind the curtain for my personal selfish reasons.

But did you ever do any of that, take this issue to committees like those?

MR. LOWENTHAL: With respect to what? Any easement or --

MR. PREONAS: With respect to these particular easements I'm talking about today.

Q. Is there any internal discussions with Union Pacific regarding releasing the easements

Q. All right. And when we were reviewing this exhibit earlier, I believe you testified that JHP property at that time -- and if I've got it wrong, let me know -- was leased by the Schlage Lock Company at some point.

A. I'm sorry, I was distracted for a second. Could you repeat that, please?

Q. It was a bad question anyway.

At some point when we were discussing Exhibit 70 before lunch, there was a mention that JHP property at one point was leased by the Schlage Lock Company.

A. Yes.

Q. And what's your understanding of what that lease entails and was for?

A. So as you're aware, Schlage Lock had a manufacturing facility directly abutting the property we sold to Patrick. They leased that property, I understand, for a very long period of time, and they had buildings on there associated with their adjoining property, it was part of their manufacturing operation, I believe, or some ancillary use, anyway, related to their lock manufacturing operation.

Q. Do you have any estimate as to the time

frame of that leasing of the JHP property by Schlage for that purpose, to support its manufacturing operations on the adjacent --

A. I believe they leased it for -- you know, I'm just -- leased for 50 years, for a very long time.

Q. So this e-mail describes your discussions with, you know, Visitacion Valley representatives regarding somehow purchasing this property or exchanging this property, correct?

A. Yes.

Q. Okay. And in your e-mail about -- in the second paragraph about halfway through there's a sentence begins with "The two smaller properties they have offered," let me when you have found that.

A. Yes, I see that.

Q. Okay. So I think your testimony was you wanted -- you suggested that UPC purchase this property, and they said, no, we want to do an exchange, correct?

A. That's correct.

Q. And in your sentence says, "The two small properties would less developable." What's your meaning with "less developable"?

A. Again, just from my recollection, the

that I wasn't sure the last time that the track easement was used.

Q. So you don't know -- your best recollection today, you can't tell me whether -- strike that.

You don't know whether or not -- you're not sure the last time the track easements were used or Mr. McNerney was not sure, correct?

A. Yeah, I would say so.

Q. I think we have covered this previously, but you don't have any personal knowledge as to the last time the track easements were used, do you?

A. No, I don't.

Q. You weren't able to locate any records of such use, correct?

A. No, I wasn't.

Q. Okay. And turning to the second -- or the third sentence of your contemporaneous notes, Mr. Krantz.

A. Yes.

Q. It says you used the access easement from Sunnydale in March 2014, correct?

A. Yes.

Q. Do you recall how you used that access easement?

A. Yeah, I came in off of Bayshore Boulevard

on Sunnydale and then drove on the roadway that led to the property, and that's how I accessed it.

Q. Did you see any other vehicles at that time using that roadway to do that?

A. I believe -- that's when I met with Jonathan Scharfman and Howard Pearce, so they may have come in that way as well, but I don't remember. It was a long time ago.

Q. Passenger vehicles, though, right?

A. Passenger vehicles, yeah.

Q. Do you recall ever seeing any heavy trucks use that roadway to access the JHP property?

A. No, I don't recollect seeing any trucks using it.

Q. Okay. And you don't have any records that you located regarding the use of that roadway for heavy trucking?

A. No.

Q. Or light trucking?

A. No.

MR. LOWENTHAL: You don't have to use up the entire two hours. You can just pass it back to me and we'll get out of here, I promise.

MR. PREONAS: I'm getting close. I'm not wasting any time here. I'm being very efficient.

Jeff.

FURTHER EXAMINATION

BY MR. LOWENTHAL:

Q. Okay. So, Mr. Krantz, you came here and you're testifying here today on behalf of Union Pacific railroad, correct?

A. Correct.

Q. Okay. And you testified that you weren't expressly involved in the 1990 sale to Tuntex, but you were able to review the books and records and documents of Union Pacific Railroad and obtain information concerning that transaction; isn't that correct?

A. Basically just what was in my sale file related to that sale.

Q. Right. So you took a look at -- for example, the easements, right?

A. Correct.

Q. And then if you look at it, you also took a look at the -- some of the documents we took a look at today, like Exhibit -- in fact, the one that was just up on the screen that -- or that we just looked at, it's also in Exhibit 70, the second page, the -- the map of the property that was sold to -- well, it

wasn't sold to Oyster, but sold to Tuntex in 1990, that was part of the records that you looked at to gain your understanding of what was going on, right?

A. Yes.

Q. And also -- and, oh, by the way, looking at that map, do you see up in the upper -- the one that Steve just had you take a look at, in the upper left-hand corner it says, "GTE Sprint," and it points to a little box that's right adjacent to the -- what we're calling now the JHP property?

A. Correct.

Q. So there was some kind of telecommunication lines right there adjacent to the JHP property, at least when this was prepared, correct?

A. That's correct.

MR. PREONAS: Objection. Calls for speculation.

THE WITNESS: It's denoted on our valuation map, so it's there.

BY MR. LOWENTHAL:

Q. Okay. Yeah. And it's also noted on -- if we look at Exhibit 71, I think that's your valuation -- that's the color-coded valuation map, right?

A. Let's --

Q. The second page of Exhibit 71.
A. Okay.
Q. I think it says US [sic] Sprint.
A. The second page?
Q. Of Exhibit -- maybe it's the -- no second page of Exhibit -- the Exhibit 71.
A. Yes. There it is, yeah, uh-huh. It says U.S. Sprint. Williams MC I-conduits (phonetic).
Q. Yeah. So it's shown on that. That's part of the books and records of Southern Pacific Railroad, right?
A. Yes.
Q. And Exhibit 83, which we just looked at that Steve put up, the new one, that's part of the books and records of Southern Pacific, right?
A. Yes.
Q. And also you looked -- if you look at page -- the third page of Exhibit 71 the -- the schedule of property that describes the various easements, that's part of the books and records of Southern Pacific, right?
A. Yes.
Q. Okay. So you could gain -- among other things, you gained your knowledge from those items. Did you have any conversation with anybody prior to

your deposition here, other than your lawyers, with respect to these easements?

MR. PREONAS: Objection. Compound. You asked him a couple of things there.

BY MR. LOWENTHAL:

Q. Anyway. Did you talk to anybody about the 1990 easements or the transaction -- Mr. McNerney prior to your deposition here today?

A. No, I didn't.

Q. Other than -- okay.

But in any event, by looking at the books and records, you also are pretty familiar with the custom and practice of Southern Pacific and later Union Pacific concerning reserving easements to properties as well, are you not?

A. Yes, I am.

Q. Okay. And so given the -- your review of the books and records, your file, and the custom and practice you felt you were able, and qualified, to testify here concerning the subject matter that you were designated; is that true?

A. Yes.

MR. PREONAS: Objection. Overly broad.

BY MR. LOWENTHAL:

Q. Now, there was some questions by Steve

about -- referring to the phrase "excess property." Excess property doesn't necessarily mean that you've abandoned all the easements that are appurtenant to that property, does it?

A. That's correct, yeah. It's surplus property that we can sell, along with any easements that are appurtenant to the property.

Q. Right. Because, for example -- and that's important for an access easement, because without the access easement, you would be selling landlocked property and there wouldn't be a big market for it, right?

A. Right, and you can't sell landlocked property in the state of California.

Q. Can you explain to me as a novice, what's a drill track as opposed to, say, a spur track? What are those -- as opposed to a mainline, can you just tell us what those are?

A. Sure. So a mainline right-of-way is -- something that you might be able to understand or relate to would be, like, the Caltrain line that runs from San Francisco, down to San Jose and south to Gilroy, that's a mainline railroad.

A drill track is a track that comes off of a mainline, and kind of like what it says, it drills

A. Yes, um-hum.

Q. And so it's a benefit for those adjacent properties?

A. Yes.

Q. Okay. Have -- now, we talked about that fence covenant, and I think you testified that the main purpose of it was for safety purposes, correct?

A. Right, to prevent, you know, trespassing or encroachment onto the abutting mainline.

Q. Okay. And now it wasn't -- it wasn't -- the purpose of a fence covenant isn't to prevent the adjacent properties from utilizing the benefit of the mainline, is it?

A. No, no. So let's say there was a rail user, you know, beyond there would be -- in a lot of instances there will be like a gate, swing gate that will open -- let's say a car needs to come off the mainline to serve an industry, you know, a fence might have a gate that could be operated by the locomotive engineer, and then he has a railroad lock, basically, that he'll secure the gate, he'll open the lock, take the chain off, open the gate and then deliver a railcar through there on a spur track, for instance. It's not to preclude railroad use.

Q. Now, in this litigation I'll tell you that they -- that Steve's client, the bad guys -- just kidding -- that Visitacion is making the argument that if the easement wasn't directly related to rail use, it's no longer in existence. That certainly wasn't your understanding with respect to the access roadway easement, was it?

A. Yeah, no, it's definitely not.

Q. Because if that was the case, you would never be able -- again, never be able to sell excess property because by definition it's not for railroad use, right?

A. Right. Yeah. I mean, we couldn't have sold that property without access.

Q. Okay. Now, we were looking at the -- that -- the easement, I think it's Exhibit 5, and the preamble to it talks about both existing and future use. Do you remember that language?

A. Is that the deed?

Q. Yeah. Well, let's look at Exhibit 5. I'm sorry. I was trying to short-circuit all this.

A. Sorry. I just want to make sure I've got the --

Q. Yeah, Exhibit 5 and page -- I'm sorry, it's Exhibit 3, page V5 at the bottom is what you were

looking at, Exhibit 3. It's the "Form of Railroad Easement" -- its title.

A. Right. And what page is the PDF?

Q. It's the page -- I think it's page 5 of the PDF as well.

A. Okay. Yes, I see it.

Q. Okay. And that grant of the perpetual, exclusive easement relates to both the existing -- the then existing use and any future uses which may be made of the easements that are being granted, correct?

MR. PREONAS: Objection. Calls for a legal conclusion. Misstates the document.

THE WITNESS: Yes.

BY MR. LOWENTHAL:

Q. So that -- the fact that a particular easement wasn't currently in use didn't mean that it wasn't being granted by this grant deed -- I'm sorry, being reserved by this grant deed, correct?

A. That's correct.

MR. PREONAS: Same objection.

BY MR. LOWENTHAL:

Q. Do you know -- you know, you talked about that lease -- basically the leased JHP property -- or whatever we call it, the -- my client's property,

Patrick's property, and that it was previously leased to Schlage Lock for a number of years, according to your acknowledge, right?

A. Correct.

Q. Do you know if that particular parcel utilized the railroad; in other words, it had railcars or utilized it for shipping during the time of its -- that it was a lessee?

A. You know, I don't know. I don't know for sure.

Q. Okay. And lastly, are you aware of any private ownership of railroad cars and railroad tracks on -- just on private property?

A. Yeah. There's lots of instances of private track. Lots of industries will construct and -- well, will pay for the construction of track that goes into a facility on an abutting piece of property and it's private industry track, and those types of situations are administered by what the -- the acronym is ITA, Industrial Track Agreement, and it calls for -- you know, it will spell out, you know, the industry's payment for and maintenance of a spur track into their facility private track.

Q. And there's nothing that would -- there was nothing in your deal with Patrick that prevented him

from having private track on his property and using it, presuming he complied with the ITA?

MR. PREONAS: Objection --

THE WITNESS: That's correct.

MR. PREONAS: -- calls for speculation. Calls for a legal conclusion.

THE WITNESS: I mean, if he wanted to get rail service and -- yeah, if he called me up and said, Hey, Rob, I want to get rail service into this property, I would hook him up with our industrial development folks and work out a, you know, an industrial track agreement and construction of track into that property.

MR. LOWENTHAL: Okay. I don't have any further questions. Thanks.

MR. PREONAS: I just have a few more.

MR. LOWENTHAL: Outside the scope.

MR. PREONAS: Does that even matter right now? I don't know.

FURTHER EXAMINATION

BY MR. PREONAS:

Q. We've talked about the accesses, and we have discussed that this is -- to your understanding, primarily vehicular and pedestrian

REPORTER'S CERTIFICATION

I, the undersigned, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; that any witnesses in the foregoing proceedings, prior to testifying, were placed under oath; that a verbatim record of the proceedings was made by me using machine shorthand which was thereafter transcribed under my direction; further, that the foregoing is an accurate transcription thereof.

I further certify that I am neither financially interested in the action nor a relative or employee of any attorney of any of the parties.

IN WITNESS WHEREOF, I have this date subscribed my name.

Dated: May 21, 2021

Karen Aligo

KAREN ALIGO
CSR No. 13418

EXHIBIT 13

EXHIBIT
70 Krantz, R., 5/20/21
exhibitsticker.com

Re: LOI's for Former Portion of Southern Pacific Railroad Property (Schlage Lock--Folder 1567-58)--UPDATE

Robert M. Krantz 07/10/2014 08:02 AM

Rob - I am in complete agreement with your assessment. Great work!

Robert M. Krantz Chris, I wanted to give you an update and my th... 07/09/2014 07:05:53 PM

From: Robert M. Krantz/UPC
To: Chris D. Goble/UPC@UP
Date: 07/09/2014 07:05 PM
Subject: LOI's for Former Portion of Southern Pacific Railroad Property (Schlage Lock--Folder 1567-58)--UPDATE

Chris, I wanted to give you an update and my thoughts on moving forward. I have given folks a couple of weeks more and have received a total of three offers for the Schlage Lock property as shown in the table below, inclusive of the one from River West that I mention in my 6/23/14 email. I had contacted a number of parties that would be potentially interested in this site and also posted the Property on Loopnet for the past couple of weeks. The AMG offer came from Loopnet and I have fielded other calls as well. Things have gone quiet now re. possible other interest and those who were kicking the tires have decided not to submit offers for various reasons.

I have given abundant time consideration to Universal Paragon (UPC), the abutting owner, to submit an offer . Their Board met last Friday and have proposed a land swap for two small parcels they own nearby that is part of their "Baylands" project. The Baylands is a 500 acre former SPTCo. yard that we sold to them in 1991 that abuts the Schlage Lock property. I advised UPC that we typically are not interested in such transactions. I met with them in San Francisco yesterday at the Board of Supervisor's meeting where their project was to be approved, and discussed their proposed swap. The property they want to swap, besides being former railroad property (unsure of contamination issues), is made up of two smaller parcels than our one larger Property, and their Baylands project is years away from happening. If we did an exchange, we would be stuck with land with limited development and sale potential in the near term. The two smaller properties they have offered would be less developable and there is no information from them as to the zoning and proposed land use for their parcels. I am recommending that we formally advise UPC that we are not interested in a land swap. I have been asking them to submit an offer for the past two + months. While UPC is the most logical purchaser, they have advised they have too much on their plate with their Schlage redevelopment and Baylands project and seem disinclined to spend the necessary money to acquire our land, thus the land swap proposal. This may potentially change if we tell them we are not interested in the land swap but I believe we have given them an adequate amount of time to put their best foot forward. As information, UPC's Schlage project was continued to next week by the SF Board of Supervisors yesterday, accounting labor disputes re. UPC's project.

I have not received any other offers other than those shown and I am inclined to proceed with Patrick McNerney. His price is the highest and Feasibility and Closing time frames the shortest and he will pay his real estate agent's fee, putting more money in UP's pockets than the other offers. His agent, Chris Harney, who owns HC&M Commercial Real Estate in S.F., is someone I have known for a number of years and is well connected in San Francisco. Chris advised that Mr. McNerney has a $20 million exchange and just closed with Chris on a $7 million property in San Francisco. McNerney develops residential housing in San Francisco and owns Martin Building Company, a large developer there. This is a positive as he has significant development experience in San Francisco and knows his way around. Mr. McNerney is very motivated to close escrow due to his exchange needs. There is a good likelihood he can close the sale this year, not accounting any unforeseen issues. I plan to submit an appraisal request to LLB unless you feel otherwise. I believe the offered price for a quick close, is consistent with what we have been selling our other industrial properties for in San Francisco. An extended closing time frame (for more money to UP) did not seem to be of interest to the three potential buyers.

EXHIBIT 70

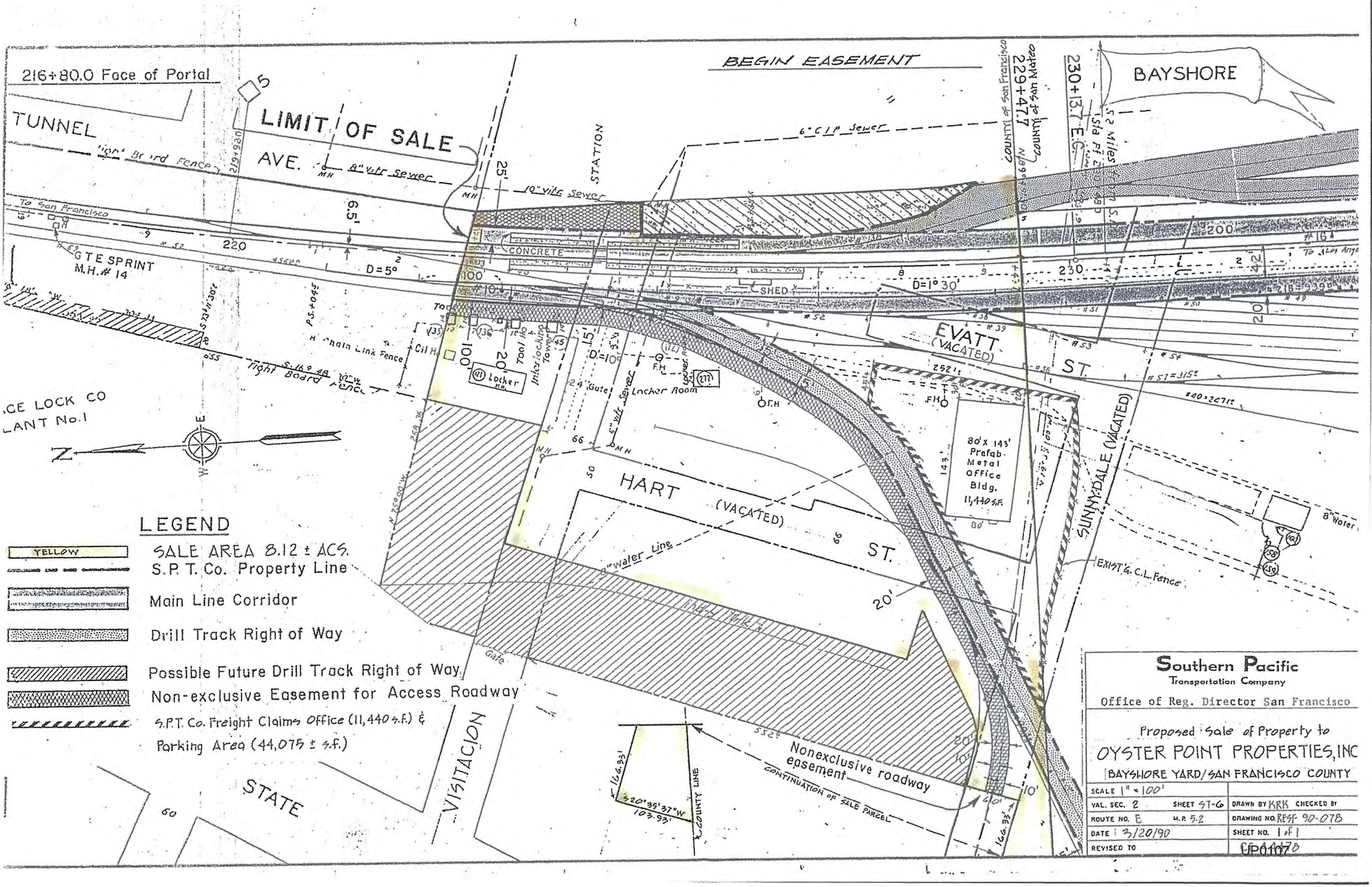

216+80.0 Face of Portal
TUNNEL
LIMIT OF SALE
AVE.
BEGIN EASEMENT
STATION
BAYSHORE
230+13.7 E.C.
229+47.7
COUNTY of San Francisco
COUNTY of San Mateo
6" C.I.P. Sewer
8" V.C.P. Sewer
10" V.C.P. Sewer
To San Francisco
GTE SPRINT M.H. # 14
CONCRETE
SHED
Locker Room
Interlocking Tower
Tool House
Oil House
Chain Link Fence
Right Board Fence
24" Gate
5" V.C.P. Sewer
D=5°
D=1° 30'
D=10°
EVATT (VACATED)
ST.
HART (VACATED)
6" Water Line
80'x 143' Prefab. Metal Office Bldg. 11,440 S.F.
SUNNYDALE (VACATED)
8" Water
EXIST'G. C.L. Fence
Gate
VISITACION
STATE
COUNTY LINE
Nonexclusive roadway easement
CONTINUATION OF SALE PARCEL
N 20°35'37" W 103.93'
S 20°35'37" W 103.93'
N 25°00'00" W
S 23°N 30'
S 16°48' W
N 69°
S 69°
S 52°
S 55°
S 25°
S 2 Miles of 2 Sta
N
E
W
S
LEGEND
YELLOW
SALE AREA 8.12 ± ACS.
S.P.T. Co. Property Line
Main Line Corridor
Drill Track Right of Way
Possible Future Drill Track Right of Way
Non-exclusive Easement for Access Roadway
S.P.T. Co. Freight Claims Office (11,440 s.f.) &
Parking Area (44,075 ± s.f.)
Southern Pacific
Transportation Company
Office of Reg. Director San Francisco
Proposed Sale of Property to
OYSTER POINT PROPERTIES, INC
BAYSHORE YARD/SAN FRANCISCO COUNTY
SCALE 1" = 100'
VAL. SEC. 2
SHEET ST-6
DRAWN BY KRK CHECKED BY
ROUTE NO. E
M.P. 5.2
DRAWING NO. RE&F 90-078
DATE 3/20/90
SHEET NO. 1 of 1
REVISED TO
CP0107

EXHIBIT 14

EXHIBIT
71 Krantz, R., 5/20/21
exhibitsticker.com

Revised Sale Print for Property in San Francisco--Schlage Lock (Folder No. 1567-58)

Robert M. Krantz to: Douglas K. Feagan 10/17/2014 06:40 PM

Hi Doug. Please see attached aerial sale print dated 6/4/14. I would appreciate having the print revised to show the Buyer name as follows: **Patrick McNerney.**

I have also attached a print that Dave Thatcher had prepared that shows some easements that were reserved in the sale from SPTCo. to Tuntex in 1990. Along with the print is the Schedule of Property from val map SPTCo. CA V-2/6 (I) that illustrates Cust'd No. **67700** highlighted in yellow The Schedule shows the deed from SPTCo. to Tuntex (USA) Inc. and an easement from Tuntex Property Inc. to SPTCo. as filed with the Deed 67700. This deed is what reserved the various easements shown in the DPT print. Also attached are some maps provided by Universal Paragon, the abutting property owner. The two maps as prepared by BKF Engineers, and specifically map C2 show the reserved easements.

Please update the sale print to also show the various easements as reserved in Deed **67700** that benefit the sale property. These easements will be conveyed along with the Property to Patrick McNerney. He will need to have the easements for his benefit for access etc. as he will be negotiating with Universal Paragon, which owns the abutting Schlage Lock property, to quitclaim those easements to them eventually in exchange for better access. The better access is shown in the BKF map (1st page).

Thank you Doug. Please let me know if you have any questions.

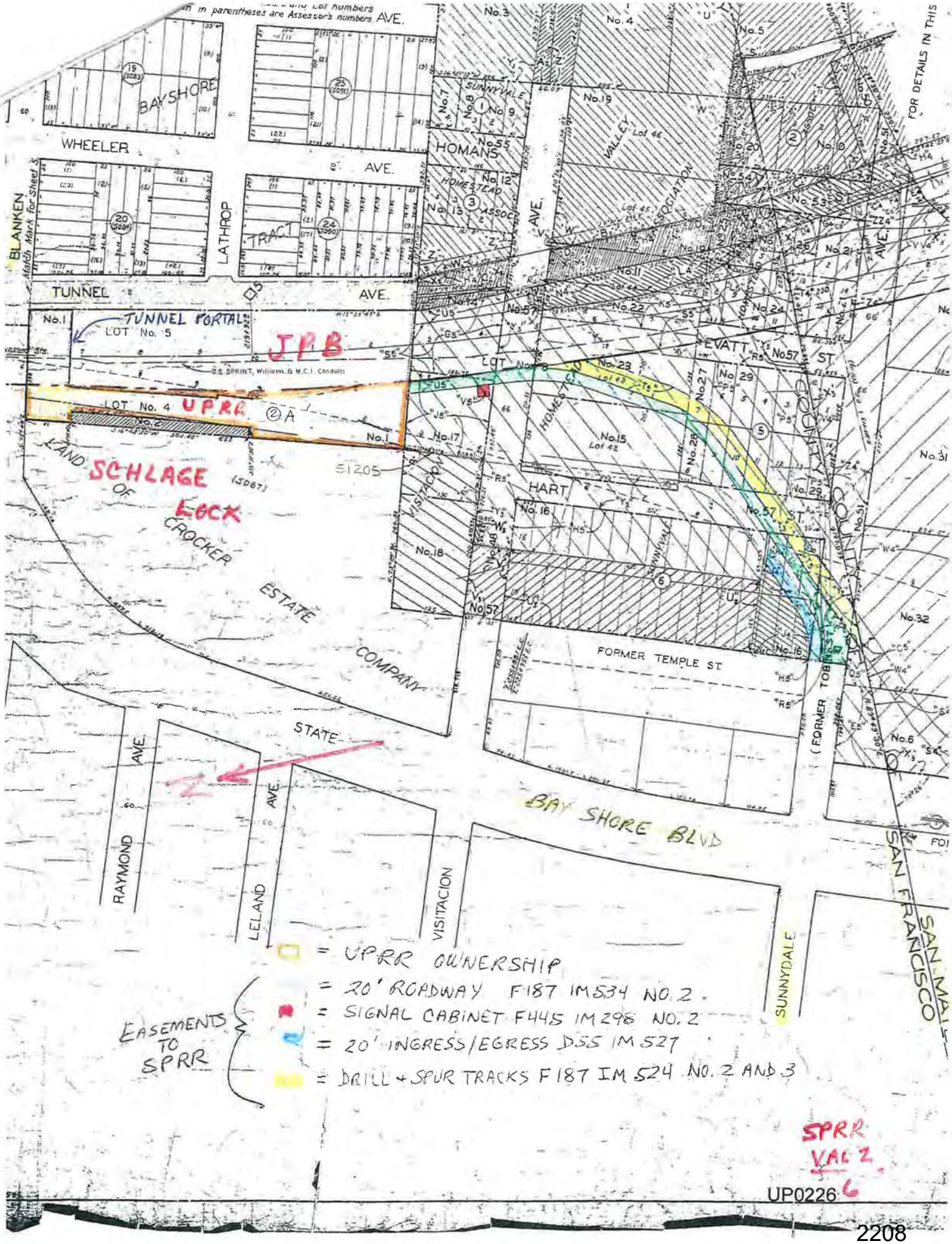
Robert M. Krantz, Director-Real Estate
Union Pacific Railroad
2603 Camino Ramon, Suite 200
San Ramon, CA 94583

Direct: 925-242-2100
Fax: 925-248-0301
Email: rmkrantz@up.com

San Francisco Schlage Lock DPT Print with Easements and Val Map Schedule V2 6 and 6 (I).pdf

San Francisco Schlage Lock Aerial Sale Print.pdfSan Francisco Schlage Lock BKF Maps.pdf

EXHIBIT 71
UP0225


BAYSHORE
WHEELER
AVE.
HOMANS
SUNNYVALE
VALLEY
ASSOCIATION
HOMESTEAD
BLANKEN
LATHROP
TRACT
TUNNEL
TUNNEL PORTAL
LOT No. 5
JPB
U.S. SPRINT, Williams & M.C.I. Conduits
LOT No. 4
UPRR
LOT No. 3
LOT No. 2
LOT No. 1
LAND OF SCHLAGE LOCK
CROCKER ESTATE COMPANY
EVATT
HART
HOMER
VISITACION
FORMER TEMPLE ST.
(FORMER TOBIN ST.)
STATE
BAY SHORE BLVD
RAYMOND AVE
LELAND AVE
VISITACION
SUNNYDALE
SAN FRANCISCO
SAN MAT
= UPRR OWNERSHIP
= 20' ROADWAY F187 IM534 NO. 2.
= SIGNAL CABINET F445 IM298 NO. 2
= 20' INGRESS/EGRESS D55 IM527
= DRILL + SPUR TRACKS F187 IM524 NO. 2 AND 3
EASEMENTS TO SPRR
SPRR
VAL 2
UP0226
2208

SCHEDULE OF PROPERTY FOR SHEET 6

NO.	LTR.	GRANTOR	GRANTEE	INST.	DATE	RECORD	CUST. NO.	AREA SQ. FT.	AREA ACRES	A.F.E.	REMARKS
un. var.	S4-A5	S. P. Tptn. Co.	Oyster Point Prop. Inc.	Grant	Dec. 28, 1989	O.R. 89 177116; Dec. 29, 1989	67699				884.478 acs. disposed of shown hatched as follows: 0.479 acs. in Par. 6 (ltr."S4"), 0.287 acs. being all of Par. 21, 0.166 acs. in Par. 24 (ltr."T4"), 0.121 acs. in Par. 26 (ltr."U4"), 0.144 acs. in Par. 29 (ltr."V4"), 1.235 acs. in Par. 30 (ltr."V V4"), 1.429 acs. being all of Par. 31, 1.289 acs. in Par. 32 (ltr."W4"), 18.223 acs. being all of Par. 34 & 35, 45.287 acs. in Par. 36 (ltr."X4"), 3.792 acs. being all of Par. 37 & 38, 0.858 acs. in Par. 39 (ltr."Y4"), 29.442 acs. being all of Par. 40, 41 & 49, 1.047 acs. in Par. 51 (ltr."Z4"), 0.462 acs. being all of Par. 52, 0.018 acs. in Par. 53 (ltr."Z24"), 0.071 acs. being all of Par. 58-60, 780.128 acs. shown on sheets 7, 7A & 8. Also reserves easements for railroad purposes erroneously described, see correction deed f/w 67699 (ltr."A5").
un. var.	B5-D5	S. P. Tptn. Co.	Tuntex Prop. Inc.	Easement	Aug. 10, 1990	O.R. 90107436.; Aug. 10, 1990	f/w 67699				Reserves 23.81± acs easement for Main Line railroad purposes (ltr."B5"), 7.42± acs. for spur & drill tracks purposes (ltr."C5"), 0.001 acs. for signal case purposes (ltr."D5"). Also shown on maps 7, 7A & 8.
un. var.	E5-V5	S. P. Tptn. Co.	Tuntex (U.S.A.), Inc.	Grant	Aug. 1, 1990	O.R. E761808, Aug. 10, 1990	67700				8.255 acs. disposed of shown hatched as follows: 0.235 acs. in Par. 6 (ltr."E5"), 0.041 acs. in Par. 11 (ltr."F5"), 0.493 acs. in Par. 14 (ltr."G5"), 0.862 acs. being all of Par. 15, 1.094 acs. in Par. 16 (ltr."H5"), 0.445 acs. in Par. 17 (ltr."J5"), 0.308 acs. in Par. 22 (ltr."K5"), 0.862 acs. being all of Par. 23, 0.432 acs. in Par. 24 (ltr."L5"), 0.001 acs. in Par. 25 (ltr."M5"), 0.105 acs. in Par. 26 (ltr."N5"), 0.192 acs. being all of Par. 27 & 28, 1.007 acs. in Par. 29 (ltr."P5"), 0.140 acs. in Par. 32 (ltr."Q5"), 2.038 acs. in Par. 57 (ltr."R5"). ALSO reserves easements as follows. 1.503 acs. for Main Line railroad purposes (ltr."S5"), 0.835 acs. for spur & drill tracks purposes (ltr."T5"), 0.826 acs. for roadway (access) purposes (ltr."U5"), & 0.012 acs. for signal box purposes (ltr."V5").
un. S	W5	S. P. Tptn. Co.	Bruce R. & Kurt J. Papenhause	Grant	June 5, 1991	O. R. E930516; June 28, 1991	68095			3-89595-1991	0.003 ac. disposed of shown hatched. Mineral rights reserved.
un. S	X5	S. P. Tptn. Co.	Bruce R. & Kurt J. Papenhause	Grant	June 5, 1991	O.R. 91-082043; June 28, 1991	68096			3-89595-1991	0.514 ac. disposed of shown hatched as follows: 0.094 ac. in Par. 5 & 0.42 ac. shown on Sheet S-7A-A. Mineral rights reserved.
un. var.	E5-V5	Tuntex Prop. Inc.	S. P. Tptn. Co.	Easement	July 30, 1991	O.R. E982735; Aug. 22, 1991	f/w 67700				Corrects reserved easement in sale deed 67700.
un. var.	Y5-B6	S. P. Tptn. Co.	P.C. J.P.B.	Grant	Dec 4, 1991	O.R.F. - 047344, Dec. 27, 1991	68484				32.976 acs. disposed of shown hatched as follows: 1.938 ac. in Par. 1 (ltr. "Y5") 13.038 acs. shown on maps 1 thru 5. Also conveys 34.428 acs. of reserved railroad easement as follows: 2.061 acs. this map (ltr. "Z5") reserved by sale deeds 63832 and 67700 and shown on maps 1 thru 5 and Val. Sec. Col. V-75, maps 1 and 2. Reserves an easement for railroad purposes by terms of the Trackage Rights Agreement under Doc. No. 179487. Also reserves a five foot wide easement for fiber optic purposes. (ltr."A6") Also reserves an 22.546 acs. easement for construction and trackage rights purposes from M.P. 3.1 to 5.3. (ltr. "B6")
un. var.	C6-E6	S. P. Tptn. Co.	P.C. J.P. B.	Grant	Dec. 4, 1991	O.R. 91171427; Dec. 27, 1991	68486				See Note 31.
Un. var.	E7	S. P. Tptn. Co.	Tuntex Properties	Quitclaim	Nov. 3, 1994	O.R. 94-180881- Nov. 29, 1994	70310			3-88180-1990	Quitclaims all interest in 0.710 acs. being a portion of easement conveyed by deed 67699.

NO.	LTR.	GRANTOR

NOTES

Note 26 : Disposals cont. for Par. 24: 0.166 acs. by deed 67699 (ltr."T4"), 0.432 acs. by deed 67700 (ltr."L5")

Note 27 : Disposals cont. for Par. 26: 0.121 acs. by deed 67699 (ltr."U4"), 0.105 acs. by deed 67700 (ltr."N5")

Note 28: Disposals cont. for Par. 14: 0.493 acs. by deed 67700 (ltr."G5")

Note 29 : Disposals cont. for Par. 25: 0.001 acs. by deed 67700 (ltr."M5")

Note 30: Disposals cont. for Par. 51 : 1.047 acs. by deed 67699 (ltr."Z4")

Note 31: 230.816 acs. disposed of shown hatched on maps 8 thru 12, Cal. V-74 maps 1 thru 10 & Cal. V-74b, map 8. Also conveys 36.764 acs. of reserved railroad easement as follows: 6.892 acs. this map (ltr."C6") reserved by deed 67699 and 29.872 acs. shown on maps 7, 8 & 10 and Val. Sec. Col. V-74, maps 1 thru 5, 8 & 9. Reserves an easement for railroad purposes by terms of the trackage rights agreement under Doc. No. 179487. Also reserves a five feet wide easement for fiber optic purposes (ltr."D6").

SPRR
V2
6 (1)
UP0227

EXHIBIT 15

EXHIBIT
69 Krantz, R., 5/20/21
exhibitsticker.com

To: Howard Pearce <hpearce@universalparagoncorp.com>,
Cc: Jonathan Scharfman <jscharfman@universalparagoncorp.com>, Austin Fearnow/UPC,
Bcc:
Subject: RE: UPRR Sheds--Former Schlage Lock Property, San Francisco

Hi Howard. Thank you for your message and for also including the print Dave Thatcher had supplied as well as your Tentative Map.

Regarding the shed that straddles our property lines, our Property Manager, Austin Fearnow, and I are looking into what is involved in possibly donating the building to John Manley's group. Austin is out of the office now but he and I will touch bases on this matter further.

I appreciate your providing your Tentative Map which shows the proposed "Street A" and how it would serve Union Pacific's Property and that of JPB. Before the release of any retained UP easement areas as shown in Dave's print and on the map (sheet C2) you provided can be considered, we would need to be sure that none of the retained easement areas would still be needed and that our property can definitively be served by the streets in your development.

As Dave suggests in his 4/13/10 email, subject to UP management approval, a purchase of our property by Universal Paragon (with attendant easement releases) makes a lot of sense, particularly if there is no interest by the City of San Francisco to acquire this property now. I would think that development of our property in conjunction with the rest of your development would make for a better and more cohesive project. If this is of interest, we should discuss this further. Alternatively, if there is no interest by Universal Paragon or the City in purchasing our property, I will market it for sale to third parties that might have an interest in development of our property in conjunction with your project.

I too look forward to meeting you Howard. If you would like to discuss the possible building donation or potential property purchase further, please feel free to call me. Thank you Howard.

Regards,
Rob Krantz

Robert M. Krantz, Director-Real Estate
Union Pacific Railroad
2603 Camino Ramon, Suite 200
San Ramon, CA 94583

Direct: 925-242-2100
Fax: 925-248-0301
Email: rmkrantz@up.com

Howard Pearce Robert, It is nice to meet you through the cybers... 03/10/2014 07:58:55 PM

From: Howard Pearce <hpearce@universalparagoncorp.com>
To: "Robert M. Krantz" <rmkrantz@up.com>
Cc: Jonathan Scharfman <jscharfman@universalparagoncorp.com>
Date: 03/10/2014 07:58 PM
Subject: RE: UPRR Sheds--Former Schlage Lock Property, San Francisco

Robert,
It is nice to meet you through the cyberspace, hopefully we can actually meet face to face. UPC is definitely interested donating our half of the shed that straddles our common property with that of the UPRR. We welcome the idea and will cooperate with the UP and John Manley's group in facilitating moving the shed.

EXHIBIT 69

RE: UPRR Sheds---Former Schlage Lock Property, San Francisco

Howard Pearce to Robert M. Krantz 03/10/2014 07:58 PM
Cc Jonathan Scharfman

Robert,
It is nice to meet you through the cyberspace, hopefully we can actually meet face to face. UPC is definitely interested donating our half of the shed that straddles our common property with that of the UPRR. We welcome the idea and will cooperate with the UP and John Manley's group in facilitating moving the shed.

I have attached the drawing that Dave Thatcher provided in this 4/13/2010 email at your request. Dave's drawing highlights the UPRR's ownership and associated easements. I have also attached for your convenience a pdf copy of our Tentative Map for the former Schlage Lock site that is under review by the City of SF. Back in 2010 the easements that we discussed with the JPB are shown on our Tentative Map on the Sheet C2 Existing Conditions Plan. (The sheet that John Manley forwarded is sheet C2 of the Tentative Map.) In our Tentative Map (see sheet C3) we show how we will provide access for the JPB through the street network and an alley that would extend off of Street A. These streets/alley would replace the current easements.

The UPRR parcel was at one time considered for acquisition by the City of SF Redevelopment Agency for a park. Unfortunately, the City of SF Redevelopment Agency no longer exists to acquire the UPRR parcel. Our current plan now considers this park only as an alternate. However this may be revisited in some form in the future.

I am looking forward to getting further along with John Manley's request.
Please let me know how we can cooperate.
Sincerely,

Howard R. Pearce, P.E., L.S., LEED AP
Project Manager
Universal Paragon Corporation
150 Executive Park Blvd., Suite 1180
San Francisco, CA 94134

Email: hpearce@universalparagoncorp.com
Phone: 415-468-6676 x114
Fax: 415-468-6678

From: Robert M. Krantz [mailto:rmkrantz@up.com]
Sent: Monday, March 10, 2014 2:09 PM
To: Howard Pearce
Subject: Fw: UPRR Sheds---Former Schlage Lock Property, San Francisco

Hello Howard. I wanted to introduce myself and let you know that I have taken over the Bay Area in terms of the sale of Union Pacific properties, from Rick Gooch. John Manley had contacted me regarding dedication of a building that straddles the property line between UP's property and your property in San Francisco (the old Schlage Lock site). We are looking into what would be involved in possibly donating

that building to Mr. Manley's group in conjunction with Universal Paragon.

I was reviewing our file on the property we own abutting yours and saw that Dave Thatcher (now retired) had proposed a sale of Union Pacific's property to Universal Paragon. Please see the attached email from Dave to you dated 4/13/2010. I wanted to re-inquire with you whether there would be an interest by Universal Paragon in a purchase of our property. I have attached a print to Dave's email that illustrates our property in red.

Also, Dave refers to a couple of maps in his attached email in the first sentence of his message. Unfortunately, I do not have a copy of these maps in my file. Dave mentions a map which was a portion of SPRR Valuation 2 Map 6 colored yellow, green, blue and red (easements) with the main sale area in orange. As that map was an attachment to an email he sent you, I would appreciate if you could re-forward that map to my attention as it would be useful to see the easements and other coloring on the map that Dave refers to without my having to reinvent the wheel if you will. I also do not have the drawing you supplied that Dave refers to in the first sentence ("...referred to in the drawing you supplied"), so it would be helpful to have that as well. Thank you in advance for forwarding these maps to me, assuming you still have them.

Thank you Howard. I look forward to hearing from you and perhaps discussing the terms of a possible sale to Universal Paragon. 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: 925-248-0301
Email: rmkrantz@up.com

From: John Manley <[redacted]>
To: [redacted]
Date: 03/06/2014 04:19 PM
Subject: Fwd: UPRR Sheds

Hi Robert
This is the map of which we spoke about the other day on the phone. Ive also included a pic of what the building look like now. Of coarse not the best of shape as you will see. Howard Pearce is the project manager for Universal Paragon the other property owner. let me know if there's anything i left out.

John Manley

David P. Thatcher/UPC
04/13/2010 10:40 AM

To hpearce@universalparagoncorp.com
cc Chris D. Goble/UPC@UP, Robert C. Bylsma/UPC@UP, James A. Levy/UPC@UP
bcc
Subject File 1567-58: Release of RR Easements, Bayshore Yard/Schlage Lock Site, San Francisco

Howard:

Per our conversation and your e-mail on above 4/9, attached below is a segment of SPRR Valuation 2 Map 6 which shows in yellow, green, blue and red the various easements retained by Southern Pacific as referred to in the drawing you supplied. ALSO SHOWN OUTLINED IN ORANGE is what I believe to be - based on review of Southern Pacific land maps and subject to survey - Union Pacific's remaining parcel of land which separates the former Schlage property (now Universal Paragon's) from the operational JPB-owned main line RR corridor. Schlage once had a building and a parking area on this SP land and leased the property for those uses. As to the easements, note that the green 20' wide roadway provides the access to both our land from Sunnydale Ave. AND a RR signal cabinet (red) which aerial photos indicate is still in place and presumably needed by JPB. The yellow spur track corridor easements plus the blue roadway easement no longer appear necessary but I do not see how we could release the green roadway easement while we own the orange area. Any release of the signal cabinet easement appears to need JPB input.

Subject to approval by our management, I'd therefore like to discuss with you SALE of the Union Pacific tract to Universal Paragon which would be part of a "package" including easement releases. City of San Francisco has recently asked for our OK to have an appraisal prepared on this UPRR land and I understand they have been in touch with your people about this. I also believe you are aware of environmental issues impacting the site, most likely being the same as the adjacent Schlage land. Your acquisition of the UPRR property seems to be the most logical use in line with your overall development program. Please review the attached and contact me if any questions.

Dave Thatcher, UPRR Real Estate, Omaha (402) 544-8599

----- Forwarded by David P. Thatcher/UPC on 04/13/2010 09:15 AM -----

Mike Sattler/UPC
04/13/2010 08:11 AM

To David P. Thatcher/UPC@UP
cc
Subject

Mike Sattler
Sr. Manager - Real Estate
Union Pacific Railroad Company
1400 Douglas St, Stop 1690
Omaha, NE 68179

phone: 402-544-8641
fax: 402-501-2583 or
402-501-0340
email: msattler@up.com
----- Forwarded by Mike Sattler/UPC on 04/13/2010 08:11 AM -----

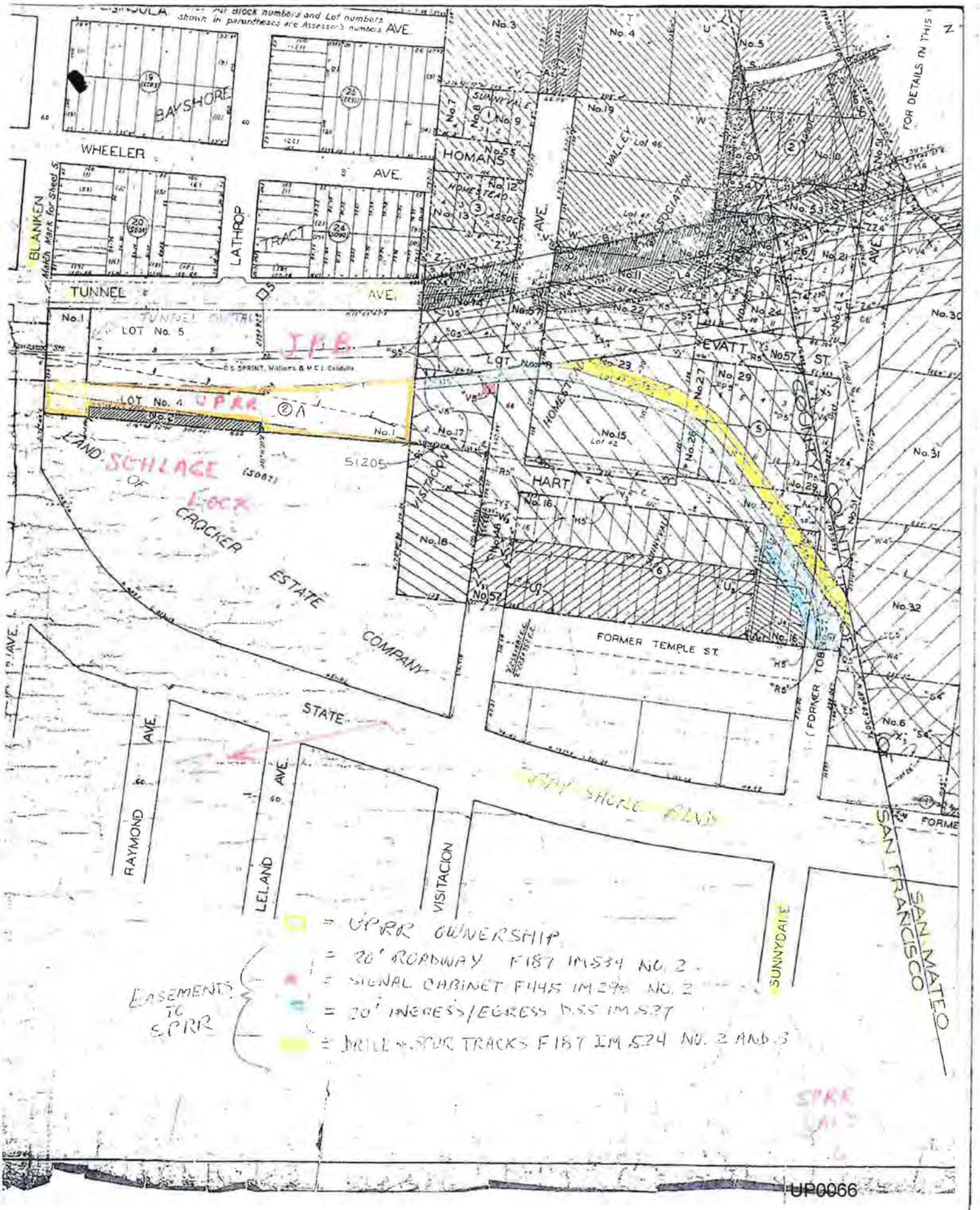

All block numbers and Lot numbers shown in parentheses are Assessor's numbers
BAYSHORE
WHEELER
AVE.
HOMANS
SUNNYVALE
VALLEY
ASSOCIATION
BLANKEN
LATHROP
TRACT 1
TUNNEL
LOT No. 5
LOT No. 4
UPRR
JPB
SCHLAGE
LOCK
CROCKER
ESTATE
COMPANY
HART
EVATT
ST.
FORMER TEMPLE ST.
FORMER TOBIN
STATE
RAYMOND
LELAND
VISITACION
SUNNYDALE
SAN FRANCISCO
SAN MATEO
= UPRR OWNERSHIP
= 20' ROADWAY F187 IM524 NO. 2
= SIGNAL CABINET F145 IM524 NO. 2
= 20' INGRESS/EGRESS D55 IM527
= MILL & SVC TRACKS F187 IM524 NO. 2 AND 3
EASEMENTS TO SPRR
SPRR
UP0066

EXHIBIT 16

EXHIBIT
72 Krantz, R., 5/20/21
exhibitsticker.com

Fw: RE: UPRR Sheds---Former Schlage Lock Property, San Francisco
Robert M. Krantz to: jscharfman 11/19/2014 11:42 AM
Cc: hpearce
Bcc: Chris D. Goble, Pat R. McGill

Hi Jonathan. In response to your recent voice message, UPRR has issued a PSA to our proposed Buyer. In terms of a potential meeting, as I anticipate getting under contract in the near future, it would make sense to defer meeting until we are in contract. This way, our Buyer, who has a vested interest in any discussions, can participate. I will get a hold of you when I know more. Thank you.

Robert M. Krantz, Director-Real Estate
Union Pacific Railroad
2603 Camino Ramon, Suite 200
San Ramon, CA 94583

Direct: 925-242-2100
Fax: 925-248-0301
Email: rmkrantz@up.com

---- Forwarded by Robert M. Krantz/UPC on 11/19/2014 11:32 AM ----

From: Robert M. Krantz/UPC
To: jscharfman@universalparagoncorp.com
Cc: hpearce@universalparagoncorp.com
Date: 09/18/2014 05:31 PM
Subject: Fw: RE: UPRR Sheds—Former Schlage Lock Property, San Francisco

Jonathan, I appreciate Howard's re-forwarding the Tentative Map sent in March and the most recent set sent on 9/16/14.

I was caught by surprise when we spoke on the phone the other day when you first mentioned the retaining wall shown in your T Map. This is the retaining wall that will replace the existing, smaller retaining wall on site today, which new wall will be much larger and run the entire length of the boundary between your property and ours. You seemed surprised that I was not aware of the extent of the new retaining wall, and seemed to think that from a review of your T Map Grading Plan, it would have been obvious and that UPRR would have engaged an engineering company to have reviewed your maps. Your T Map from March does not clearly delineate the retaining wall nor does it show that the wall runs the entire length of our Property. The heavy black line in the grading plan drawing is also a much more extensive property boundary line. There is a notation on the map regarding a retaining wall, but it has only one arrow to the thick black line at a point further north and does not depict the extent of the length of the wall accurately. The length of the retaining wall is much more clearly depicted in the attached print Howard supplied the other day which is colored. It would not be a normal course for UPRR to hire an engineering firm to review your maps, especially when at the time I received them, I did not know how imminent your development was in terms of approval. Also, over the past few years, the railroad had not been consulted by your firm nor by the City on the proposed development of your site and itsT Map, the planned zoning and GP change to our Property, nor on your environmental remediation plan. I first found out the other day that your site remediation involves the import of large quantities of fill to raise the elevation of your property (and proposed internal streets) in relation to our Property. There was ample opportunity when we met on-site months ago and in subsequent conversations when you wanted to address our existing access easement and your internal street layout, to mention how your property would be developed and the grade differential in relation to our land. When one is on site today, our Property from mid point to the most southerly end, is mostly at grade with your land, so one would be hard pressed to understand what the vision is for your property unless someone walked them through it at some length, which has never been done for me. As a result of this new information, UPRR will be engaging a property

EXHIBIT 72

engineering firm to review your Tentative Map. We would also need to see any other relevant plans you may have such as a drainage plan. We will need to see this to know how your property drains in relation to ours. I would let our engineer also advise what additional information might be needed for review. I will provide as needed, the information that Howard sent (rec'd yesterday morning.) on a CD-ROM re. the Infrastructure Plan, and Streetscape and OS Master Plan.

With all of the above being said regarding the grade differential, I appreciate your thoughts the other day on how our land could be developed. This may be viable but much more analysis will need to take place. I have explained the grade differential and retaining wall matter to our proposed buyer. I believe they may be able to work with a proposed development scenario as discussed the other day (i.e. garage and/or storage below with residential above). We are not yet under contract and this is some weeks off yet, but once we are at that point, you will be hearing from our proposed buyer. In terms of the retaining wall itself, I am not sure if you have specific construction details for that wall. Feedback I have received is such that neither the retaining wall nor its footings should encroach onto UPRR's property. This seems obvious of course, but sometimes material things like this can be overlooked. Also, the structural engineer should allow for some seismic drift in the retaining wall layout (which requires a approximately 1' separation between the back side of the retaining wall and the property line). I imagine there will be many more specific comments as things progress.

Concerning the access easement and other easement rights that inure to the benefit of UPRR and its Property, at some juncture, it may be appropriate to discuss possible quitclaim of these easements. However, consideration of doing so must make sense to UPRR and/or our proposed buyer (should they then own the land). Right now, the access easement particularly is critical in order to get to our Property and will be needed for quite some time until our Property is developed. If there are issues concerning development of our Property, then the access easement will be critical for UPRR to retain. Ultimately, there may be something that might be worked out between Universal and our proposed buyer that might make sense for joint use of internal roadways you might construct or use of other access points in exchange for the quitclaim of the easements. Until there is a project that might be approved for UPRR's property, I cannot imagine a scenario at this point where we would willing to quitclaim these property rights in the near term. In terms of utilizing UPRR's Property for a lay down area for your construction, UPRR or the buyer may be willing to discuss this at some point, Specific details would be needed in terms of the exact proposed use of our Property and what equipment and/or materials would be stored on our Property for more detailed consideration. No contaminated soils would be allowed on UPRR's property for storage. Please note that any utilization of UPRR's property in relation to your project is strictly prohibited unless and until some sort of agreement might be worked out. This should not be constructed as a contract or commitment by UPRR to relinquish its easement rights or to enter into an agreement for the use of UPRR's property.

Regards,

Robert M. Krantz, Director-Real Estate
Union Pacific Railroad
2603 Camino Ramon, Suite 200
San Ramon, CA 94583

Direct: 925-242-2100
Fax: 925-248-0301
Email: rmkrantz@up.com

[attachment "San Francisco Schlage Lock BKF Map Retaining Wall Depiction.pdf" deleted by Robert M. Krantz/UPC]

Howard Pearce Robert - I am resending you the Tentative Map a... 09/15/2014 06:24:52 PM

From: Howard Pearce <hpearce@universalparagoncorp.com>
To: "Robert M. Krantz" <rmkrantz@up.com>
Cc: Jonathan Scharfman <jscharfman@universalparagoncorp.com>

EXHIBIT 17

EXHIBIT
73 Krantz, R., 5/20/21
exhibitsticker.com

Fw: Schlage Lock Tentative Map PID 7182 and Tuntex Deed
Robert M. Krantz to: pmcnerney 12/15/2014 01:07 PM
Cc: charney

Hi Patrick, below are a string of emails with the City of San Francisco Public Works Dept. staff concerning the Schlage Lock Tentative Map, and requests we have made to the DPW pertaining to that map. I have attached three letters that accompanied the emails below, the first being a letter to Robert Hanley on 10/1/14 with comments regarding the T Map and the overall development plan and its impact on UPRR's Property. The second letter is Bruce Storrs' 10/20/14 response to my first letter. The third letter is a 10/27/14 reply to Mr. Storrs's 10/20/14 letter requesting that the City not approve the T Map without dedicated vehicular access to UPRR's Property. City of San Francisco Planning Dept. Staff was copied on both UPRR letters so that they are aware of the situation in regard to the Schlage Lock development and impact on UPRR's Property.

I believe you will find this correspondence with the DPW to be useful and makes known the railroad's opinion regarding the proposed Tentative Map and protects ours and what would be your position likely in a proposed purchase and what happens with the Schlage Lock/UPC Tentative Map.

Additional information that will be helpful to you is the attached deed from the sale by Southern Pacific Railroad of its former 500 acre Bayshore railroad yard to Tuntex in 1991. This deed reserves the various easements that would be conveyed to you in the sale of the Property and as reflected in the PSA. UPC, as the successor to Tuntex, needs to have these easements quitclaimed to them in order to be able to start construction of their development as I had mentioned to you last week. I had met with Jeffrey Brooks and Brad Mooney of Bayside Development as you know on 12/5/14 (previously emailed you their business cards), and this information was conveyed to me at that meeting.

I wanted to get this information to you as it pertains to the Property.

Regards,

Robert M. Krantz, Director-Real Estate
Union Pacific Railroad
2603 Camino Ramon, Suite 200
San Ramon, CA 94583

Direct: 925-242-2100
Fax: 925-248-0301
Email: rmkrantz@up.com

San Francisco Schlage Lock Letter to Rober Hanley.pdf

San Francisco Schlage Lock Storrs 7182 response to UPRR 10-20-2014.pdf

San Francisco Schlage Lock Letter to Bruce Storrs.pdfSan Francisco Schlage Lock Tuntex Deed DA 67700.pdf

---- Forwarded by Robert M. Krantz/UPC on 12/15/2014 11:57 AM ----

From: "Hanley, Robert" <Robert.Hanley@sfdpw.org>
To: "Robert M. Krantz" <rmkrantz@up.com>
Cc: "Mabry, Paul (DPW)" <paul.h.mabry@sfdpw.org>, "Storrs, Bruce" <Bruce.Storrs@sfdpw.org>
Date: 11/26/2014 11:01 AM
Subject: RE: Schlage Lock Tentative Map PID 7182

EXHIBIT 73

UNION PACIFIC RAILROAD COMPANY
REAL ESTATE DEPARTMENT

2603 Camino Ramon, Suite 200, San Ramon, CA 94583
(925) 242-2100 · Facsimile (402) 501-0340 · rmkrantz@up.com

R. M. Krantz
Director, Real Estate

October 1, 2014

In reply, please refer to:
San Francisco-Schlage
Folder No. 1567-58

Via Email and UPS Air

Mr. Robert Hanley
Department of Public Works
Office of the City and County Surveyor
1155 Market Street, 3rd Floor
San Francisco, CA 94103

RE: Tentative Map Application
Visitacion Valley Redevelopment, Zone 1
Universal Paragon Corporation (Schlage Lock Site)

Dear Mr. Hanley,

This letter will constitute comments from Union Pacific Railroad ("UPRR") on the above-referenced tentative map application to subdivide land, which for convenience will be referred to as the UPC Site. I have also copied on this letter, City of San Francisco Planning Staff concerning other remarks herein regarding land use.

UPRR owns a parcel of land (the "UPRR Land") just east of the northerly portion of the UPC Site. The UPRR Land totals approximately 1.2 acres, and is between the UPC Site and the JPB parcel to the east (which was sold by UPRR to the Joint Powers Board for railroad use). The UPRR Land is illustrated on the attached aerial depiction (Exhibit "A").

For reference purposes, the UPRR Land is also shown on the "Existing Conditions Plan," sheet C2, of the proposed Tentative Map, also attached hereto. Also shown on sheet C2 are several existing easements for access to the UPRR Land from the south and west that run from the southwest corner of the UPC Site. Sheet C2 of the Tentative Map plan set suggests that these easements are either "to be abandoned" or "to be quitclaimed." In this letter I will refer to these easements collectively as the "UPRR Access Easements."

UPRR and City Staff engaged in communications earlier this year when it appeared that the UPRR Land was to be included as part of the UPC Development Agreement as though it were owned by the applicant. My understanding of the result of these conversations was that the UPRR Land was excluded from the Development Agreement and references in the Design for Development and the Open Space and Streetscape Master Plan were changed to remove any references that the UPRR land was part of the UPC development. In this same regard, the City

no longer proposed to change the zoning on the UPRR Land from its current M-1 designation, which would potentially allow both industrial and residential uses. As a result of these communications, the City acknowledges that the UPRR Land is a developable piece of property.

In light of these discussions we are disappointed to note the continuing depiction of the UPRR Land in the June, 2014 revisions to both the "Visitacion Valley Schlage Lock Design for Development" and the "Visitacion Valley Schlage Lock Open Space and Streetscape Master Plan" as the major constituent of the Blanken Park open space, and potentially including such neighborhood amenities as a dog run and a community garden. Though the depiction of the UPRR Land was changed to no longer show it all as open space and includes a depiction of a building diagram to illustrate potential residential development, the majority of the illustration shows most of the UPRR Land as open space. A footnote on page 23 of the Design for Development document does say: **"Building footprint is conceptual and symbolizes development potential on UPRR parcel. Final use and/or building form on parcel numbers 5087/004 and 5087/005 require further planning with property owners. The Blanken Park alternative pictured in many maps in this document does not preclude other uses allowed as-of-right or with conditional use by underlying zoning."**

While we appreciate this cautionary language, we are concerned about the repeated depiction of the UPRR property as open space. The "building footprint" referred to above in the plan on page 23 of the Design For Development is grossly undersized and does not represent any normal development potential for the UPRR Land. We were assured from discussions with Planning Staff that the building footprint and any potential open space component on the UPRR Property could be different than depicted, dependent on subsequent discussions regarding a proposed development plan. Based on these discussions, UPRR will expect that ultimate development of the UPRR Land will contain a larger building envelope than shown.

We have specific objections to the proposed UPC Tentative Map because it does not appropriately recognize the development potential of the UPRR Land. Our comments on the proposed UPC Tentative Map are as follows:

1. UPRR has no plans to either quitclaim or abandon the UPRR Access Easements. Thus, there is no factual support for the statements on the Tentative Map application that these easements will be quitclaimed or abandoned. Doing so would effectively landlock the UPRR Land. There is no road access to the UPRR Land from the north due to the large grade separation caused by the railroad tunnel and the elevation of Blanken Avenue.

2. While the UPC Site and the UPRR Land are not being proposed for concurrent development, good planning should require that the UPC Tentative Map include an appropriate roadway network that will allow access to the UPRR Land from Bayshore Boulevard, assuming that the City believes that the UPRR Access Easements will be quitclaimed or abandoned. The

proposed Tentative Map does not show any such access. Although two streets, Leland Avenue and Raymond Avenue, are shown as ending at Street A along the western border of the UPRR Land, it does not appear that either one of these is intended to furnish access to the UPRR Land. Raymond Avenue is many feet above the grade level of the UPRR Land. Leland Avenue, in the raw property configuration is closer to the grade of the UPRR Land, but apparently the Tentative Map proposes extensive fill at that area, which would create a large grade separation. The existence of the separation is further emphasized by the proposed retaining wall, which is indicated on the grading plan (Sheet C4) as being from 16 to 28 feet high. There is an existing retaining wall shown on the map covering roughly the northerly half of the western boundary of the UPRR Land, but the retaining wall for the southern half would be new. A copy of sheet C4 is attached that clearly depicts the existing and the proposed retaining wall, which drawing was only very recently provided to UPRR by UPC. It is understood from recent discussions with UPC that the existing retaining wall will be removed and a new, much more extensive and higher retaining wall will be constructed as mentioned above which borders the entire western boundary of the UPRR Land. We were surprised by this recent revelation by UPC and expect perhaps that the City of San Francisco may not have been fully aware of this situation and the extent of the proposed retaining wall.

There is an apparent access shown at the very southwest corner of the UPRR Land, but this appears to be pedestrian only access from a sidewalk. Because of the existing and proposed grades, the UPC Tentative Map property must be designed in a manner that allows for convenient vehicular access over public streets to the southern portion of the UPRR Land that also allows vehicular access into the property due to the grade separation. Without such alternative access that is acceptable to UPRR, UPRR will have no choice but to continue using its existing access easements that will impair development of the UPC Site.

3. The retaining wall that is mentioned in the preceding paragraphs will have a large potential impact on the developability of the UPRR Land. As stated above, the southerly portion of the UPRR Land is currently close to the existing grade of the UPC Site. Allowing the amount of fill and the construction of the retaining wall that is proposed for the UPC Site will effectively put the UPRR Land in a "hole," thus impairing not only access but also overall developability.

In summary, while we appreciate the fact that the UPRR Land is no longer included as an active part of the subdivision, the exclusion of our property appears to have been implemented in a manner that is not consistent with good planning and will seriously impair the ability of the UPRR Land to be developed in a manner that could be complementary and beneficial to the overall development in the area. The UPC Tentative Map should be revised so that it appropriately recognizes and augments the developability of the UPRR Land.

I would be happy to provide any further information.

Very truly yours,

Robert M. Krantz
Director-Real Estate

w/enc.

cc: Emily Lesk, City of San Francisco (via email only)
Claudia Flores, City of San Francisco (via email only)
Chris Goble, Union Pacific, Omaha (via email only)
Pat McGill, Esq., Union Pacific, Omaha (via email only)
Andrew L. Faber, Esq. (via email only)



SCALE: 1" = 200'

LEGEND

U.P.R.R. RIGHT OF WAY	-·-·-·-·-·-
SALE AREA SHOWN AREA 1.2 ACRES+-	(red cross-hatch)

EXHIBIT "A"

UNION PACIFIC RAILROAD CO.

TO ACCOMPANY AGREEMENT WITH

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA.

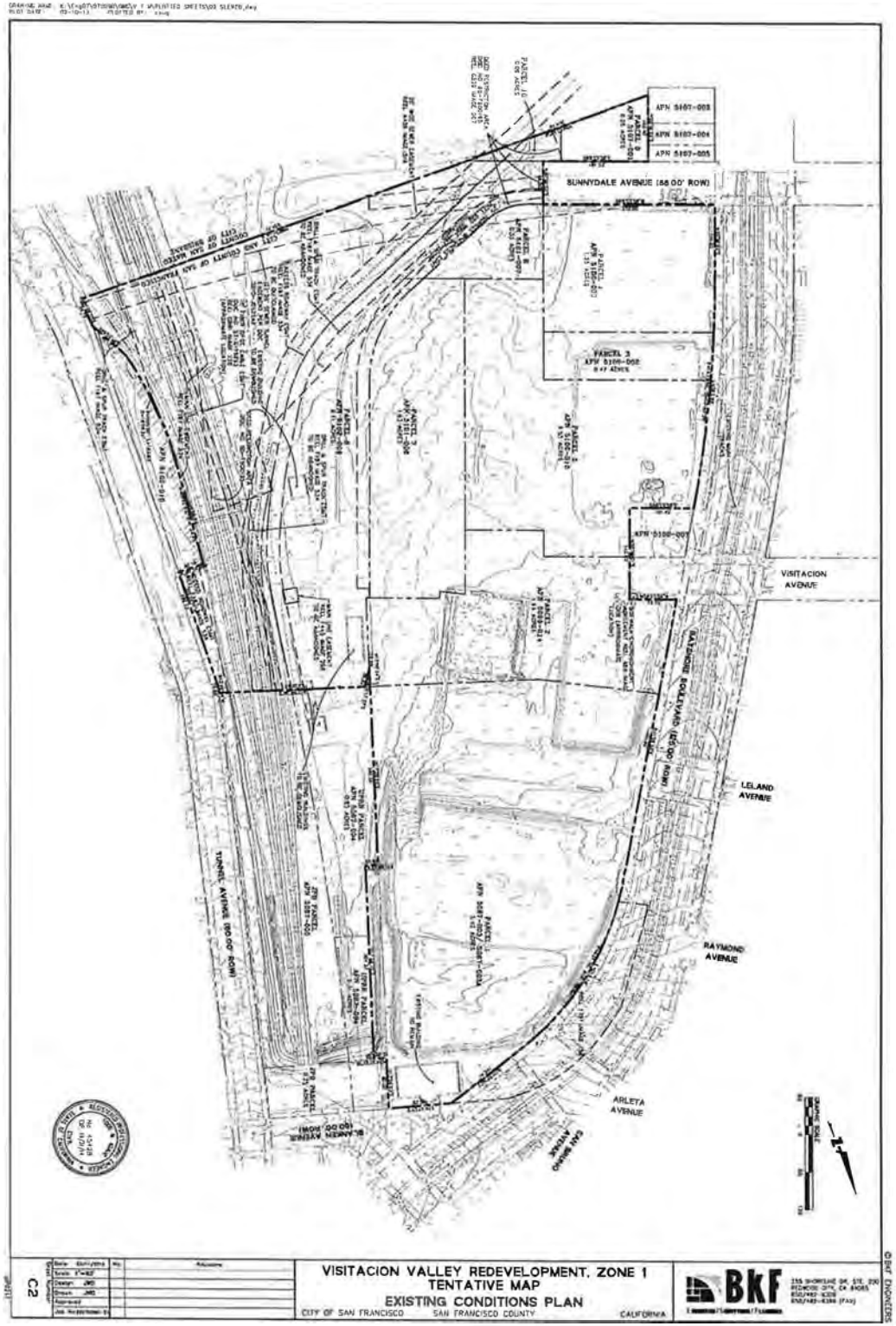
M.P. 5.0+- SAN FRANCISCO SUB.

SP CA V 2/6

REAL ESTATE DEPARTMENT OMAHA NE.

FILE #1567-58 DATE: 6-4-2014 T.D.A.

UP0216

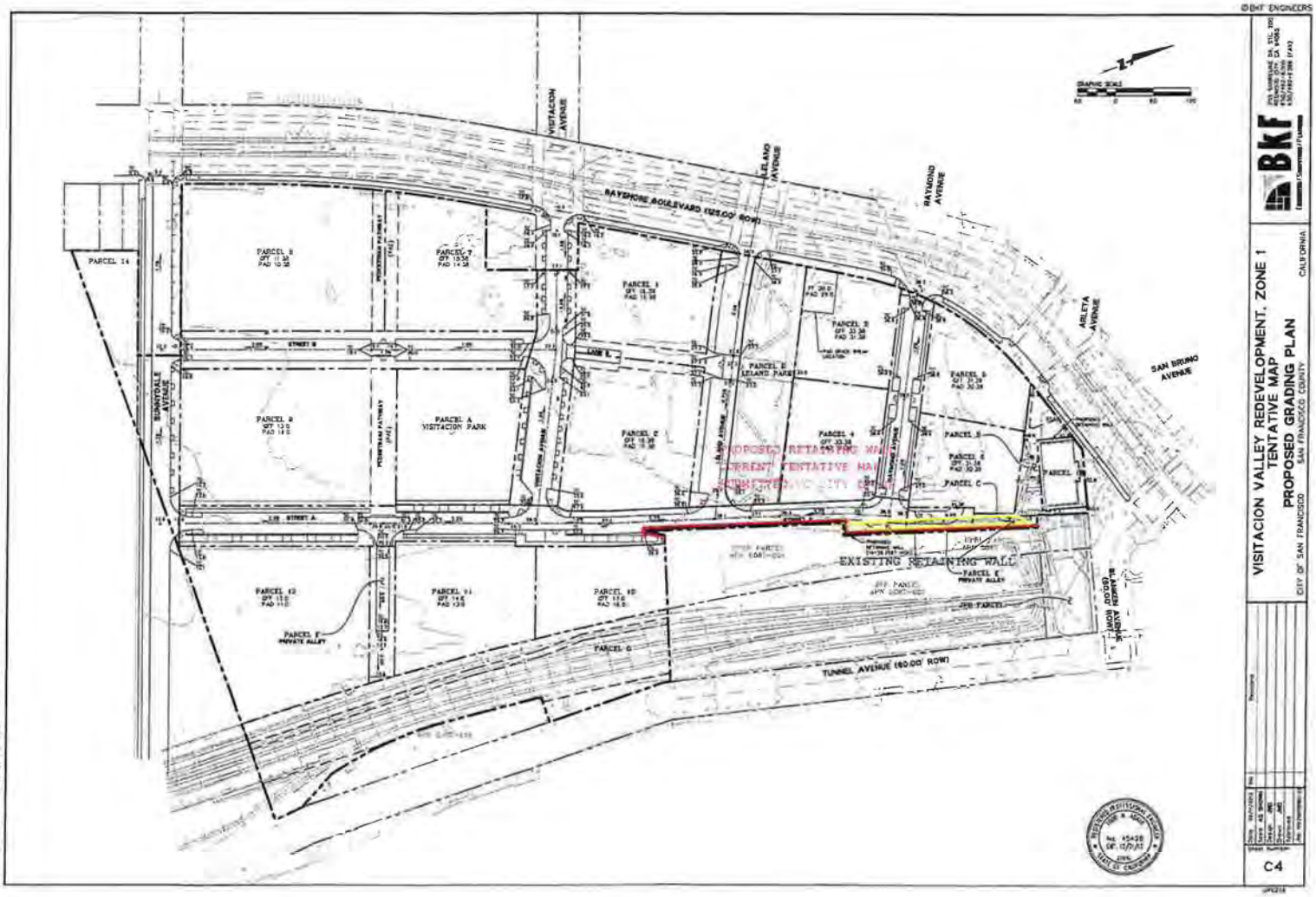


C2

VISITACION VALLEY REDEVELOPMENT, ZONE 1
TENTATIVE MAP
EXISTING CONDITIONS PLAN
CITY OF SAN FRANCISCO SAN FRANCISCO COUNTY CALIFORNIA

BKF ENGINEERS

©BKF ENGINEERS



©BKF ENGINEERS

BKF

VISITACION VALLEY REDEVELOPMENT, ZONE 1
TENTATIVE MAP
PROPOSED GRADING PLAN
CITY OF SAN FRANCISCO, CALIFORNIA
SAN FRANCISCO COUNTY

C4

SAN FRANCISCO PUBLIC WORKS

Edwin M. Lee
Mayor

Mohammed Nuru
Director

Jerry Sanguinetti
Bureau of Street Use & Mapping
Manager

Bruce R. Storrs P.L.S.
City and County Surveyor

Bureau of Street Use & Mapping
1155 Market St., 3rd floor
San Francisco, CA 94103
tel (415) 554-5827
Subdivision.Mapping@sfdpw.org

sfpublicworks.org
facebook.com/sfpublicworks
twitter.com/sfpublicworks

Date: October 20, 2014

Robert M. Krantz, Director-Real Estate
Union Pacific Railroad Company
2603 Camino Ramon, Ste. 200
San Ramon, CA 94583

RE: Tentative Map Application, PID 7182
Universal Paragon Corporation (Schlage Lock Site)

Dear Sir:

We have received your letter dated October 1, 2014 and understand the concerns you raised regarding the proposed Schlage Lock development site adjacent to your property.

We believe that your concerns regarding continued access during and after development will be addressed through the following condition that the Department of Public Works will include in the approval of the tentative map application:

"Prior to the earlier of either Final Map Checkprint submission or issuance of a grading permit, Subdivider shall demonstrate to the satisfaction of the Director that any existing easements which might conflict with full build out of the project have been addressed in such a way that the entire project can be completed in accordance with the Development Agreement and this Tentative Map."

This condition will allow the development to proceed through other agency review and approvals while still preserving the requirement that access rights be separately negotiated to your satisfaction prior to site grading or conveyance of any resultant subdivision lots. Thank you for your interest in this project. If you have any additional questions or concerns, please call us at (415) 554-5827 or email at Subdivision.Mapping@sfdpw.org.

Thank you,

FOR

Bruce R. Storrs
City and County Surveyor
City and County of San Francisco

UNION PACIFIC RAILROAD COMPANY
REAL ESTATE DEPARTMENT

2603 Camino Ramon, Suite 200, San Ramon, CA 94583
(925) 242-2100 • Facsimile (402) 501-0340 • rmkrantz@up.com

R. M. Krantz
Director, Real Estate

October 27, 2014

In reply, please refer to:
San Francisco-Schlage
Folder No. 1567-58

Via Email and UPS Air

Mr. Bruce R. Storrs
City and County Surveyor
Bureau of Street Use & Mapping
City and County of San Francisco
1155 Market Street, 3rd Floor
San Francisco, CA 94103

RE: Tentative Map Application PID 7182
Visitacion Valley Redevelopment, Zone 1
Universal Paragon Corporation (Schlage Lock Site)

Dear Mr. Storrs

Thank you for your letter of October 20, 2014, addressing my letter to Robert Hanley of October 1, 2014, concerning the above-referenced subdivision. While we appreciate the language that is proposed to be added as a condition of approval, we do not feel that it satisfactorily addresses our access concerns with this subdivision.

You propose adding the following condition of approval: "*Prior to the earlier of either Final Map Checkprint submission or issuance of a grading permit, Subdivider shall demonstrate to the satisfaction of the Director that any existing easements which might conflict with full build out of the project have been addressed in such a way that the entire project can be completed in accordance with the Development Agreement and this Tentative Map.*"

While this language may be helpful, it focuses on build out of the UPC subdivision, rather than explicitly dealing with the issue of coordinated planning between the UPC subdivision and the UPRR Land and the question of providing access to the UPRR Land.

As described in more detail in my October 1, 2014, letter, access to the UPRR Land is severely constrained. On the east it is bordered by railroad tracks. To the north there is a severe grade change due to the railroad tunnel. To the west, the UPC subdivision proposes to erect a new retaining wall 16 to 28 feet high. The present UPRR access easements are only from the south, and this, considering the various grade changes, is the only logical place for public road access to the UPRR Land.

The UPC subdivision should be designed in a manner that provides for an obvious access to the UPRR Land from the south. Instead, the proposed plan only shows a pedestrian access from the new road called Street "A." Neither Leland Avenue nor Raymond Avenue, which traverse the UPC property from east to west are shown as connecting to the UPRR Land, and it would appear that they cannot be connected because of the grade differentials. Furthermore, the UPRR Land simply abuts parcel 10 of the map with no indication of public street access through Parcel 10.

So, in summary, it appears that your condition of approval may require some negotiation between UPC and UPRR over access, but the result of that negotiation would apparently require an amendment to the tentative map. We do not believe as a planning matter that it makes sense to approve a tentative map with a condition that, in effect, requires that it be amended to provide proper access to adjoining properties. Rather, proper planning would dictate that any subdivision should be designed in a manner to facilitate the orderly planning of the area in which it is located, including access to adjoining properties through the subdivision where necessary. We strongly urge that the UPC tentative map not be approved without a dedicated vehicular access over parcel 10 to the UPRR Land. Also, I would request that your proposed condition of approval more specifically state that UPC will not be issued a grading permit until such time that a satisfactory resolution is reached between UPC and UPRR (or any successor in interest) regarding the existing easements that UPRR holds on UPC's property and a satisfactory vehicular access point to the UPRR land over UPC parcel 10.

I would be pleased to discuss this further with you or to provide further information, and would welcome the opportunity to meet with you to discuss this matter.

Very truly yours.

Rob Krantz

Robert M. Krantz
Director-Real Estate

cc: Robert Hanley, City of San Francisco (via email only)
Emily Lesk, City of San Francisco (via email only)
Claudia Flores, City of San Francisco (via email only)
Chris Goble, Union Pacific, Omaha (via email only)
Pat McGill, Esq., Union Pacific, Omaha (via email only)
Andrew L. Faber, Esq. (via email only)

EXHIBIT 18

EXHIBIT
74 Krantz, R., 5/20/21
exhibitsticker.com

Fw: Blanken/ Tunnel Street Lot SF; UP Folder 2894-87
Robert M. Krantz to: pmcnerney 12/18/2014 06:31 PM
Cc: charney

Patrick, here is an email string regarding the use of the JPB and UPRR property over the tunnel. Access to UPRR's portion of the over tunnel area is over the JPB property off of Tunnel Avenue. The JPB tenant is Mr. Leonaudakis. His subtenant is M Squared Construction. Looks like the lease is being terminated and they will be gone sometime in January 2015. JPB terminated their lease with Mr. Leonaudakis due to complaints of noise and unsightly conditions and that the use was not consistent with their lease with the tenant. We had planned to initially get Mr. Leonaudakis under lease for the portion of UPRR's property he (his subtenant) was utilizing. However, as JPB is terminating the lease and will not be re-leasing the area over the tunnel, the encroachment onto UPRR property should be gone when the tenant/subtenant vacate.

Cindy Lee's contact information is below if you need it.

Robert M. Krantz, Director-Real Estate
Union Pacific Railroad
2603 Camino Ramon, Suite 200
San Ramon, CA 94583

Direct: 925-242-2100
Fax: 925-248-0301
Email: rmkrantz@up.com

Conv. w/ Patrick McNerney
He had some questions re. use of easements. Not sure last time trade easmt used. I used the access easement from Sunnydale in March 2014 when I met Scharfman & Howard Pearce. Not abandoned.

—— Forwarded by Robert M. Krantz/UPC on 12/18/2014 06:24 PM ——

From: "Lee, Cindy" <leec@samtrans.com>
To: Austin Fearnow <afearnow@up.com>
Cc: "rmkrantz@up.com" <rmkrantz@up.com>
Date: 11/25/2014 12:05 PM
Subject: RE: Blanken/ Tunnel Street Lot SF; UP Folder 2894-87

He thinks he can get 80 units. Mentioned discussions w/ Claudia Flores + willingness by City to cooperate.

R.M.K.
DEC 18 2014

Hi Austin,
The tenant has been given a notice to vacate by JPB/Caltrain.
He is scheduled to vacate by early January.
I will keep you posted on the progress.
Thanks, Cindy

From: Austin Fearnow [mailto:afearnow@up.com]
Sent: Monday, November 24, 2014 11:44 AM
To: Lee, Cindy
Cc: Robert M. Krantz
Subject: RE: Blanken/ Tunnel Street Lot SF; UP Folder 2894-87

Cindy-

Good afternoon. I wanted to follow up on our conversation from early October with regards to Mr. Leonaudakis and his lease in San Francisco. I believe you indicated the City was going to move forward with termination of his lease and request he remove all improvements/items from the property. Can you provide an update on the status of that process?

EXHIBIT 74

EXHIBIT 19

EXHIBIT
75 Krantz, R., 5/20/21
exhibitsticker.com

RE: 2201 Bayshore for Patrick McNerney

[redacted] Robert M. Krantz, David Phillips 01/09/2015 02:38 PM
Ward Taylor, "Anna C. Palmer", "WTaylor@ortc.com"

David,

Is your title department good with this? We have an exchange drop-dead date of January 21st to close this transaction. Let's plan on closing on the 20th. Please alert Old Republic exchange as well. Thanks.

[redacted]

www.martinbuilding.com

MARTIN BUILDING CO.

From: Robert M. Krantz [mailto:rmkrantz@up.com]
Sent: Thursday, January 08, 2015 2:15 PM
To: David Phillips
Cc: Julie Heinzler; 'Peter Bekey'; Patrick M. McNerney; Ward Taylor; Anna C. Palmer
Subject: RE: 2201 Bayshore for Patrick McNerney

David, UPRR will be conveying its property interests via Quitclaim Deed (vs. Grant Deed) as per the terms of the PSA. Thus, the larger sale property in fee and the easements in favor of UPRR, as shown in the attached Union Pacific aerial sale print, will be conveyed out in favor of Mr. McNerney. The sale property is benefitted by the access easement reserved in the 1990 deed from Southern Pacific to Tuntex. That particular easement was specifically reserved in that transaction, to allow continued access to the sale parcel, otherwise it would be landlocked. UPRR, as successor in interest to Southern Pacific, is able to convey its interest in the various easements reserved in the Tuntex deeds.

Robert M. Krantz, Director-Real Estate
Union Pacific Railroad
2603 Camino Ramon, Suite 200
San Ramon, CA 94583

Direct: 925-242-2100
Fax: 925-248-0301
Email: rmkrantz@up.com

EXHIBIT 75
UP0013

EXHIBIT B

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

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
05/27/2021
Clerk of the Court
BY: ERNALYN BURA
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.

AND RELATED CROSS-ACTION.

Case No. CGC-19-579667

DECLARATION OF PATRICK MCNERNEY IN OPPOSITION TO VISITACION INVESTMENT, LLC'S MOTION FOR SUMMARY JUDGMENT OR, ALTERNATIVELY, SUMMARY ADJUDICATION

Date: June 10, 2021
Time: 9:30 a.m.
Dept: 501

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 opposition to Visitacion Investment, LLC's ("Plaintiff") motion for summary judgment or, alternatively, summary adjudication. 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. I have personally developed residential, commercial and industrial properties in the City and County of San Francisco and elsewhere since 1992. Attached as Exhibit 21 is a true and correct copy of my resume. My development experience includes the due diligence, valuation, acquisition, financing, entitlement, construction, sales and leasing of such properties including, among other things, confirming access and that utilities serve the properties.

2. Union Pacific Railroad Company ("Union Pacific") conveyed a portion of 2201 Bayshore Boulevard, San Francisco, and a portion of 220 Tunnel Avenue, San Francisco (collectively, the "JHP Property"), together with 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"). A true and correct copy of the McNerney Deed is attached as Exhibit 1. A true and correct copy of the parcel map referenced in the McNerney Deed (and prior deeds reserving the Easements) and depicting the access roadway easement for ingress and egress is attached as Exhibit 20. Union Pacific represented to me, and I understood, that the Easements include, among other things, the right to use the access roadway area, drill and spur tracks area and signal cabinet area. Union Pacific represented to me, and I understood, that the Easements included the right to use these areas not only for historical, existing or future railroad purposes but also for commercial uses independent of railroad purposes, to access the JHP Property and for communication lines and facilities of every kind and nature. A true and correct copy of a December 2014 survey depicting the Easements is attached as Exhibit 6. At the time that Union Pacific conveyed the JHP Property to me, Union Pacific also represented that the property abutting the easterly boundary line of the

JHP Property owned by the Peninsula Corridor Joint Powers Board (commonly referred to as the "JPB Property") is dedicated and used for the "Main Line" railroad.

3. On or about September 14, 2016, I conveyed the JHP Property, together with the Easements, to JHP by Grant Deed recorded 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. Because the JHP Property is adjacent to the JPB property, which contains existing and fully operational Cal Train passenger and freight train rail lines, the JHP Property has potential uses as an adjunct to the Main Line including for railroad electrification, shipping and receiving, and loading and unloading of rail cars, all requiring the use of the Easements. I understand that Plaintiff claims that the provision for installation of a fence in the McNerney Deed prohibits JHP's access to the Main Line. Plaintiff is incorrect. The fence provision in the McNerney Deed specifically provides that the fencing shall be "of a design and type satisfactory to Union Pacific" and was intended to keep trespassers and others off the Main Line for security and safety reasons. I understand that Union Pacific agrees that a gate may be installed in the fence in order for the JHP Property to access the Main Line. I further understand that the railroad regularly enters into Industrial Track Agreements to permit abutting landowners to use privately owned spur tracks on their property to access and utilize the railroad.

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 easements for access roadway and 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. I understand that I have the right to use the Easements, including the access roadway, drill and spur tracks and signal cabinet areas for these purposes.

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 along the tracks on Tunnel Avenue. The JHP Property was recently 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 easements for access roadway and 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.

13. I understand that Plaintiff claims that there is now no economically feasible use of the Easements. Notwithstanding that JHP's use of the Easements has not been determined, Plaintiff's claim is incorrect. The access area can be used to access the JHP Property. In fact, given the current differential grade between Plaintiff's Property, the JHP Property and Blanken Avenue, the access roadway area is currently the most economically feasible access to the JHP Property. Although Plaintiff has offered alternative access and utilities through Plaintiff's Property, Plaintiff's Property remains undeveloped and no agreement has been reached. Plaintiff's claim that it is not feasible to use the Easements to bring communication lines of every kind and nature to the JHP Property is also incorrect. The Easements run to Sunnydale Avenue, a sixty-six-foot-wide public right of way, which leads to Bayshore Boulevard, through which communication lines run and are readily and economically accessible from the JHP Property.

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 May 27, 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 S91, 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 19.00 --- Pg 17.00
Stf 16.00 --- Mic 1.00
Amt 53.00 ---
TOTAL $ 53.00
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."

AT: SAN JOSE - TUNITAS

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 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.

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Rev 25 June 9
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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 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).

SD
2 MAPS
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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 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

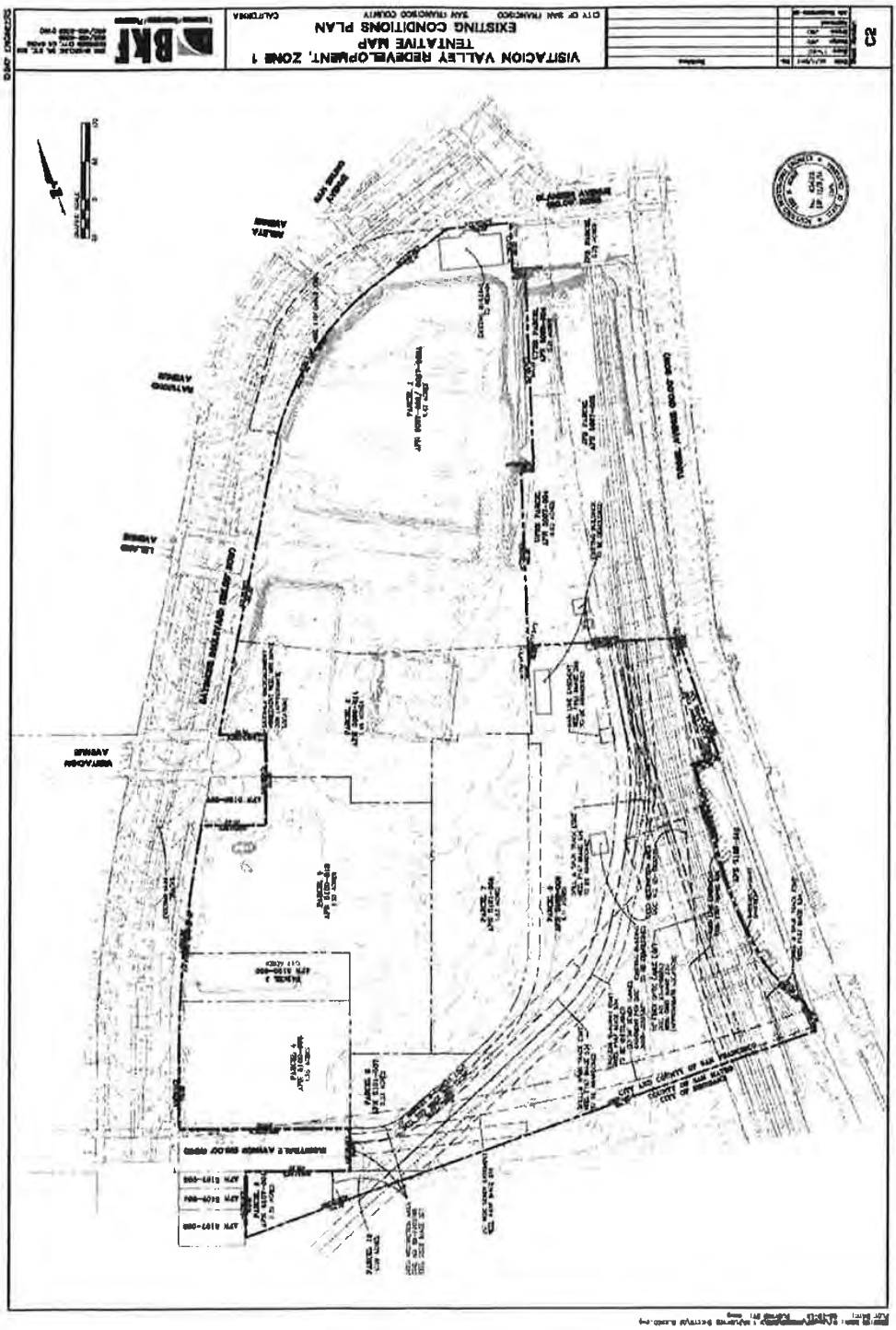


EXHIBIT C

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

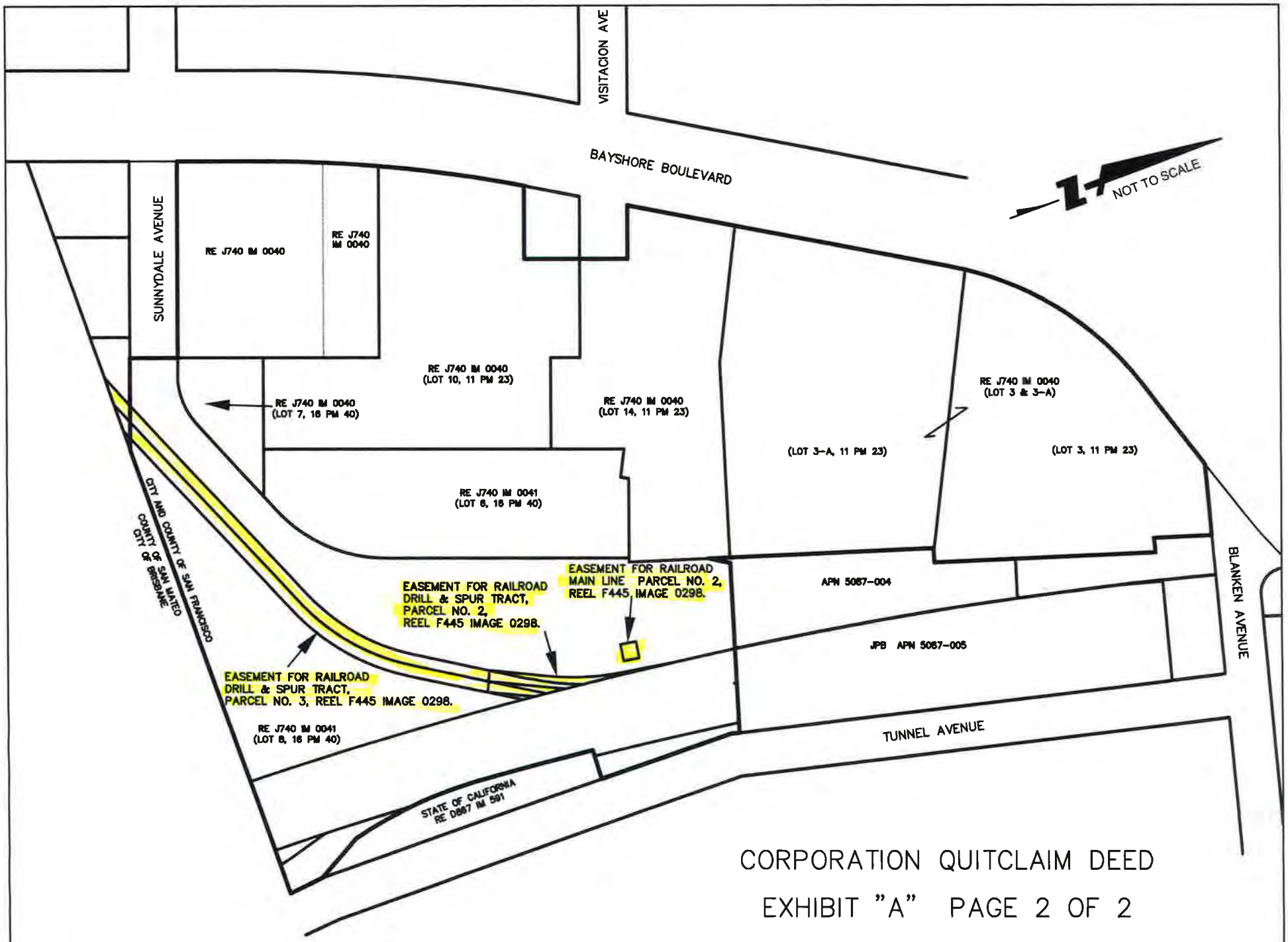

General Counsel
Universal Paragon Corporation
150 Executive Park Blvd., Suite 4000 | San Francisco, CA 94134
Tel: 415-468-6676 ext. 272 | Cell: 310-384-4549
www.universalparagoncorp.com| dwalsh@bsdsf.com

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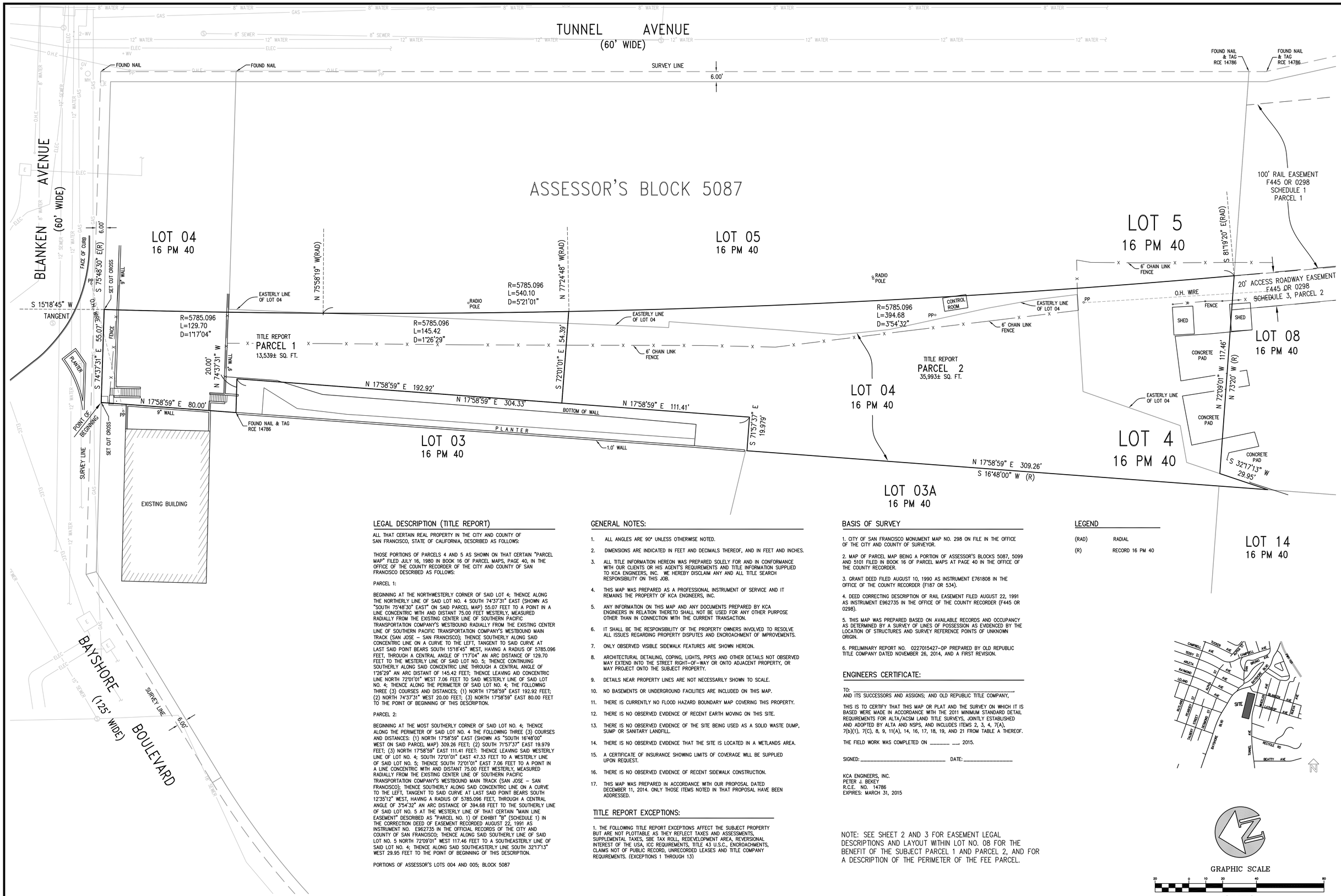


CORPORATION QUITCLAIM DEED

EXHIBIT "A" PAGE 2 OF 2

2301

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.

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.

LEGEND

(RAD)	RADIAL
(R)	RECORD 16 PM 40

GRAPHIC SCALE

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

2303

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

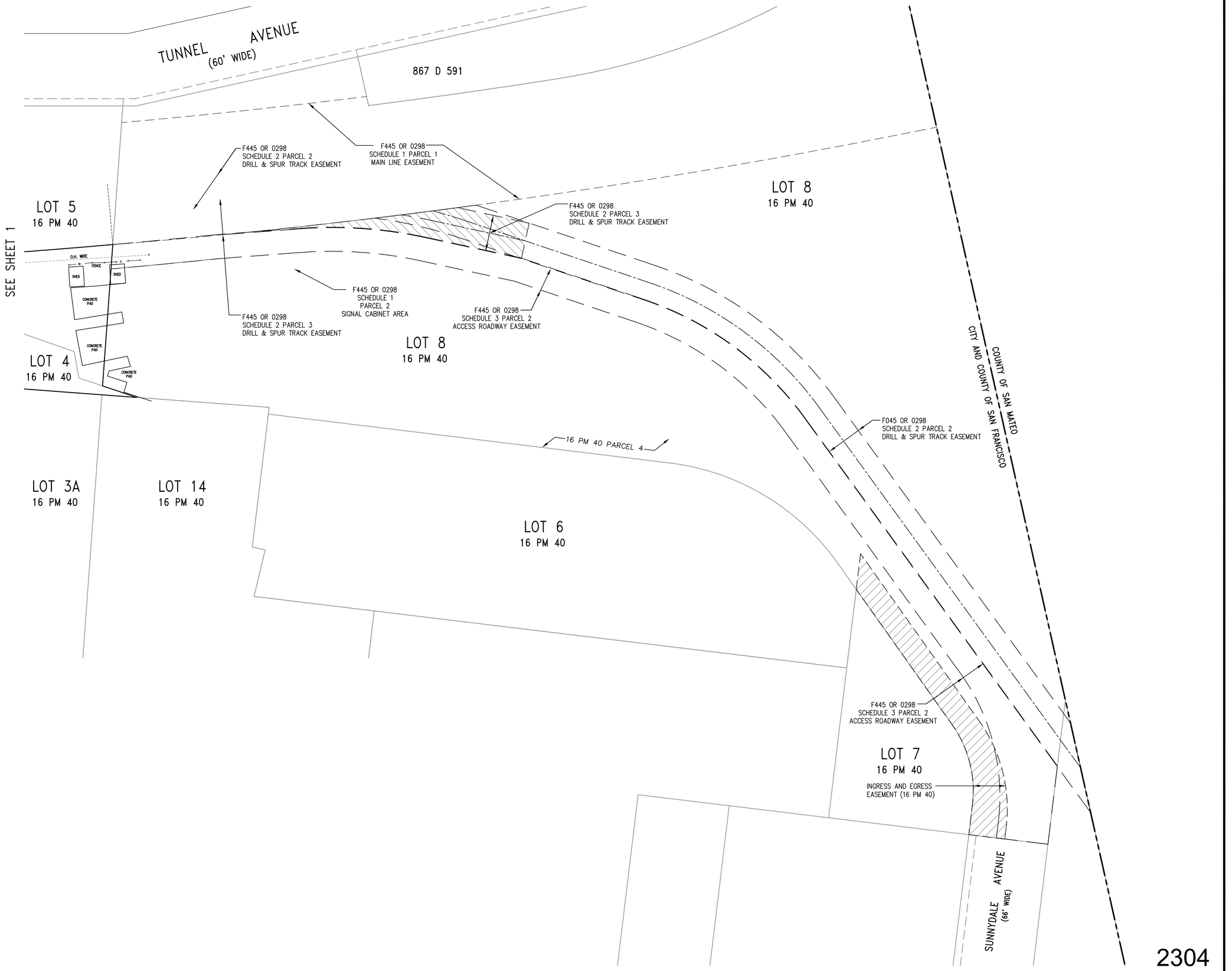
REVISIONS NO.	DATE	DESCRIPTION
	03.05.15	UTILITIES
	01.27.15	DESCRIPTION CORRECTIONS
	01.20.15	NOTE CORRECTION
	01.15.15	PRELIMINARY TO CLIENT

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" = 20'
VERT.:

1 OF 3

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GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)

1 inch = 30 ft.

2304

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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

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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.

2305

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

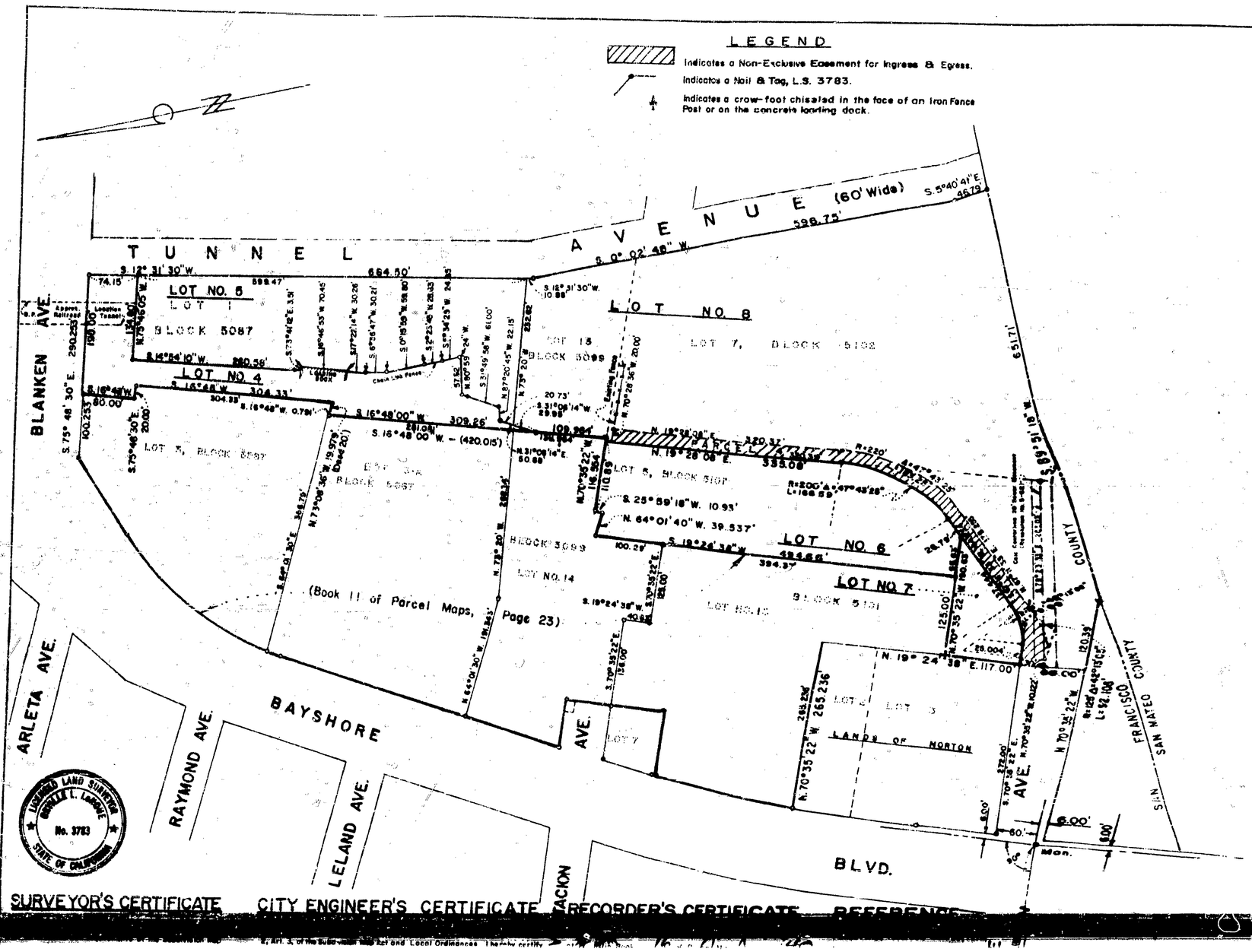
SCALE:
HORIZ.: 1" = 20'
VERT.:

3 OF 3

COMPUTER STATION: DESK09

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EXHIBIT 20



OWNER'S CERTIFICATE

The undersigned certify that they are the only parties having any record title interest in the land subdivided and shown enclosed within the boundary line upon this map and hereby consent to the preparation and recordation of this map entitled "Parcel Map, Being a Portion of Assessor's Blocks 5097, 5099, & 5101, San Francisco, California."

Dated this 2nd day of July, 1980

SOUTHERN PACIFIC TRANSPORTATION COMPANY, AS OWNER

By S. A. SUTFIN, Gen. Manager of Real Estate

By T. F. O'DONNELL, Assistant Secretary

OWNER'S ACKNOWLEDGEMENT

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

On July 9, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared S. A. SUTFIN and T. F. O'DONNELL, known to me to be the Gen. Mgr. of Real Estate and Asst. Secretary of Southern Pacific Transportation Company, and the Company that executed the within instrument, and also known to me to be the persons who executed it on behalf of said Company, and acknowledged to me that said Company executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

SYLVIA E. KARSON NOTARY PUBLIC-CALIFORNIA Principal Office in San Francisco My Commission Expires June 14, 1982

WITNESS my hand and official seal Sylvia E. Karson Notary Public

RECORDED AT REQUEST OF [illegible] JUL 16 1980 City & County of San Francisco

$5.00

C119631

PARCEL MAP

BEING A PORTION OF ASSESSOR'S BLOCKS

SURVEYOR'S CERTIFICATE CITY ENGINEER'S CERTIFICATE RECORDER'S CERTIFICATE REFERENCE

EXHIBIT 21

PATRICK MCNERNEY

MARTIN BUILDING COMPANY, San Francisco, CA • February 1989 - Present
President, Chief Executive Officer

Founder and President of innovative design-build firm renowned for its commitment to quality design and neighborhood-oriented urban infill development. Provides hands on direction to all operations, including planning, design, development, and construction of high-profile, diversified projects. Specializing in high-density, multi-family residential, commercial, and historic renovation.

Responsible for the restoration and adaptive re-use of more than twenty historically significant buildings in San Francisco. Instrumental in leading the revitalization of the city's Mid-Market district, and establishing SOMA and Dogpatch as vibrant urban neighborhoods.

Notable projects include: Mint Plaza, the first voluntary downtown street-to-plaza conversion completed by a developer in San Francisco, Mint Collection (2 Mint Plaza, 6 Mint Plaza, 10 Mint Plaza), Haas Candy Factory (14 Mint Plaza), Dahl Beck Warehouse (580 Howard), South Beach Warehouse (164 Townsend), Potrero Launch (2235 Third), Arc Light Co. (21 Clarence Place), Olume (1401 Mission), Steel Arc (85 Natoma), Lusk Warehouse (25 Lusk), South End Lofts (Clarence Place), South Park Lofts (818 S. Grand, Los Angeles).

> **Design**: Oversee all architectural operations including design review, interaction and coordination with governmental agencies, and monitoring design profitability as a stand alone company.
> **Real Estate Brokerage and Development**: Maintain status in good standing with all trade affiliations, real estate acquisition and disposition including all negotiations, and real estate profitability as a stand alone company.
> **Construction:** Oversee all construction operations, estimate formulation and construction value analysis, contract creation and award, manpower management, safety implementation, quality control, develop and monitor construction schedules, warranty management, and construction profitability as a stand alone company.

EDUCATION
Bachelor of Science, Construction Management, California Polytechnic State University, San Luis Obispo, CA

AFFLIATIONS
National Association of Realtors, Broker Member; California Associations of Realtors, Broker Member

PHILANTHROPIES
Urban Preservation Foundation, Friends of Mint Plaza, 2Gen Equity

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 9 of 9, Pages 2310-2428 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

OBJECTIONS TO VISITACION INVESTMENT, LLC'S EVIDENCE FILED IN OPPOSITION TO 424 JESSIE HISTORIC PROPERTIES, LLC'S MOTION FOR SUMMARY JUDGMENT OR, ALTERNATIVELY, SUMMARY ADJUDICATION

Date: June 10, 2021
Time: 9:30 a.m.
Dept: 501

Action Filed: October 1, 2019
Trial Date: July 12, 2021

Pursuant to California Rules of Court, Rules 3.1352 and 3.1354, defendant and cross-complainant 424 Jessie Historic Properties, LLC ("JHP") hereby objects to certain purported evidence of plaintiff and cross-defendant Visitacion Investment, LLC ("Plaintiff") filed in opposition to JHP's Motion for Summary Judgment or, alternatively, Summary Adjudication.

OBJECTIONS TO DECLARATION OF STEPHEN G. PREONAS

OBJECTION NO. 1

Exhibit B – Declaration of William Gilmartin III, Paragraph 2: "The JPB owns and operates Caltrain. The JPB consists of representatives from San Francisco, San Mateo and Santa Clara counties. The JPB owns a right of way to operate the Caltrain across the broader Bay Area Peninsula ('the Caltrain Right of Way')."

Grounds for Objection No. 1: JHP objects to this statement as it calls for speculation, is beyond the witness's stated personal knowledge and amounting to hearsay not within any recognized exception. *See* Cal. Evid. Code §§ 401, 403(a), 702, 1200, 1271, 1561. The declaration fails to lay the foundation for what was reviewed, where it was obtained and what specifically the witness relies on for the statement. *See Pacific Gas & Electric Co. v. Zuckerman* (1987) 189 Cal. App. 3d 1113, 1135-36 (expert opinion must be based on assumptions otherwise proven). Only admissible evidence may be used to oppose summary judgment. Cal. Civ. Proc. Code § 437c(d).

OBJECTION NO. 2

Exhibit B – Declaration of William Gilmartin III, Paragraph 6: "However, during the term of the JHP License Agreement, Proven in fact used the JHP 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 License Agreement there was no direct access to the Caltrain Right of Way from the JHP Property."

Grounds for Objection No. 2: JHP objects to this statement as irrelevant because the parking of light vehicles or personal vehicles, lack of construction on the JHP Property, or lack of direct access

to the Caltrain Right of Way does not change the undisputed fact that the JHP Property was used to support Proven's work on the Electrification Project. *See* Cal. Evid. Code §350. JHP also objects to this statement as it calls for speculation, is beyond the witness's stated personal knowledge and amounting to hearsay not within any recognized exception. *See* Cal. Evid. Code §§ 401, 403(a), 702, 1200, 1271, 1561. The declaration fails to lay the foundation for what was reviewed, where it was obtained and what specifically the witness relies on for the statement. *See Pacific Gas & Electric Co. v. Zuckerman* (1987) 189 Cal. App. 3d 1113, 1135-36 (expert opinion must be based on assumptions otherwise proven). Only admissible evidence may be used to oppose summary judgment. Cal. Civ. Proc. Code § 437c(d).

OBJECTION NO. 3

Exhibit B – Declaration of William Gilmartin III, Paragraph 7: "During the term of the JHP License Agreement, Proven, its workers and subcontractors accessed the JHP Property to park their vehicles by using an unpaved road across the Visitacion Property. Apart from this ingress and egress, Proven, its workers and subcontractors did not use the Visitacion Property in connection with the JPB Project. Proven, 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 Proven to obtain a use permit from the City of San Francisco, and Proven did not seek any permit for this use."

Grounds for Objection No. 3: JHP objects to this statement as irrelevant because the lack of the Visitacion Property to use railroad equipment, spur track, or switching station and the lack of a use permit to park vehicles on the JHP Property does not change the undisputed fact that the JHP Property was used to support Proven's work on the Electrification Project. *See* Cal. Evid. Code §350. JHP also objects to this statement as it calls for speculation, is beyond the witness's stated personal knowledge and amounting to hearsay not within any recognized exception. *See* Cal. Evid. Code §§ 401, 403(a), 702, 1200, 1271, 1561. The declaration fails to lay the foundation for what was reviewed, where it was obtained and what specifically the witness relies on for the statement.

See Pacific Gas & Electric Co. v. Zuckerman (1987) 189 Cal. App. 3d 1113, 1135-36 (expert opinion must be based on assumptions otherwise proven). Only admissible evidence may be used to oppose summary judgment. Cal. Civ. Proc. Code § 437c(d).

OBJECTION NO. 4

Exhibit B – Declaration of William Gilmartin III, Paragraph 8: "However, Proven's workers and subcontractors could have used another part of the Visitaction Property to access the JHP Property to park their light vehicles."

Grounds for Objection No. 4: JHP objects to this statement as irrelevant because a possible alternative route to access the JHP Property does not change the undisputed fact that the JHP Property was used to support Proven's work on the Electrification Project. *See* Cal. Evid. Code §350. JHP also objects to this statement as it calls for speculation, is beyond the witness's stated personal knowledge and amounting to hearsay not within any recognized exception. *See* Cal. Evid. Code §§ 401, 403(a), 702, 1200, 1271, 1561. The declaration fails to lay the foundation for what was reviewed, where it was obtained and what specifically the witness relies on for the statement. *See Pacific Gas & Electric Co. v. Zuckerman* (1987) 189 Cal. App. 3d 1113, 1135-36 (expert opinion must be based on assumptions otherwise proven). Only admissible evidence may be used to oppose summary judgment. Cal. Civ. Proc. Code § 437c(d).

OBJECTION NO. 5

Exhibit B – Declaration of William Gilmartin III, all of Paragraph 9 and Exhibits 3 and 4

Grounds for Objection No. 5: JHP objects to this entire paragraph and corresponding exhibits as irrelevant because the Sunquest license agreement does not change the undisputed fact that the JHP Property was used to support Proven's work on the Electrification Project. *See* Cal. Evid. Code §350. Only admissible evidence may be used to oppose summary judgment. Cal. Civ. Proc. Code § 437c(d).

OBJECTION NO. 6

Exhibit B – Declaration of William Gilmartin III, all of Paragraph 10

Grounds for Objection No. 6: JHP objects to this entire paragraph as irrelevant because the use

of the Sunquest Property to load construction materials onto the Caltrain Right of Way does not change the undisputed fact that the JHP Property was used to support Proven's work on the Electrification Project. *See* Cal. Evid. Code §350. JHP also objects to this statement as it calls for speculation, is beyond the witness's stated personal knowledge and amounting to hearsay not within any recognized exception. *See* Cal. Evid. Code §§ 401, 403(a), 702, 1200, 1271, 1561. The declaration fails to lay the foundation for what was reviewed, where it was obtained and what specifically the witness relies on for the statement. *See Pacific Gas & Electric Co. v. Zuckerman* (1987) 189 Cal. App. 3d 1113, 1135-36 (expert opinion must be based on assumptions otherwise proven). Only admissible evidence may be used to oppose summary judgment. Cal. Civ. Proc. Code § 437c(d).

OBJECTION NO. 7

Exhibit B – Declaration of William Gilmartin III, all of Paragraph 11

Grounds for Objection No. 7: JHP objects to this entire paragraph as irrelevant because the use of the Sunquest property and the City of Brisbane's requirement to obtain an Interim Use Permit for use of the Sunquest Property does not change the undisputed fact that the JHP Property was used to support Proven's work on the Electrification Project. *See* Cal. Evid. Code §350. Only admissible evidence may be used to oppose summary judgment. Cal. Civ. Proc. Code § 437c(d).

OBJECTION NO. 8

Exhibit B – Declaration of William Gilmartin III, all of Paragraph 12 and exhibit 5

Grounds for Objection No. 8: JHP objects to this entire paragraph and corresponding exhibit as irrelevant because the Brisbane Planning Commission's meeting concerning the Sunquest Interim Use Permit does not change the undisputed fact that the JHP Property was used to support Proven's work on the Electrification Project. *See* Cal. Evid. Code §350. Only admissible evidence may be used to oppose summary judgment. Cal. Civ. Proc. Code § 437c(d).

OBJECTION NO. 9

Exhibit B – Declaration of William Gilmartin III, all of Paragraph 13 and exhibit 6

Grounds for Objection No. 9: JHP objects to this entire paragraph and corresponding exhibit as

irrelevant because the Sunquest license agreement does not change the undisputed fact that the JHP Property was used to support Proven's work on the Electrification Project. *See* Cal. Evid. Code §350. Only admissible evidence may be used to oppose summary judgment. Cal. Civ. Proc. Code § 437c(d).

OBJECTION NO. 10

Exhibit B – Declaration of William Gilmartin III, all of Paragraph 14

Grounds for Objection No. 10: JHP objects to this entire paragraph as irrelevant because the use of the Sunquest Property and the City of Brisbane's requirement to obtain an Interim Use Permit for use of the Sunquest Property does not change the undisputed fact that the JHP Property was used to support Proven's work on the Electrification Project. *See* Cal. Evid. Code §350. Only admissible evidence may be used to oppose summary judgment. Cal. Civ. Proc. Code § 437c(d).

OBJECTION NO. 11

Exhibit B – Declaration of William Gilmartin III, all of Paragraph 15

Grounds for Objection No. 11: JHP objects to this entire paragraph as irrelevant because Proven's application for continuation of the Sunquest Interim Use Permit does not change the undisputed fact that the JHP Property was used to support Proven's work on the Electrification Project. *See* Cal. Evid. Code §350. Only admissible evidence may be used to oppose summary judgment. Cal. Civ. Proc. Code § 437c(d).

OBJECTION NO. 12

Exhibit B – Declaration of William Gilmartin III, all of Paragraph 16 and exhibit 7

Grounds for Objection No. 12: JHP objects to this entire paragraph and corresponding exhibit as irrelevant because the Brisbane Planning Commission's meeting concerning the Sunquest Interim Use Permit does not change the undisputed fact that the JHP Property was used to support Proven's work on the Electrification Project. *See* Cal. Evid. Code §350. JHP also objects to this statement as it calls for speculation, is beyond the witness's stated personal knowledge and amounting to hearsay not within any recognized exception. *See* Cal. Evid. Code §§ 401, 403(a), 702, 1200, 1271, 1561. The declaration fails to lay the foundation for what was reviewed, where it was obtained and what

specifically the witness relies on for the statement. *See Pacific Gas & Electric Co. v. Zuckerman* (1987) 189 Cal. App. 3d 1113, 1135-36 (expert opinion must be based on assumptions otherwise proven). Only admissible evidence may be used to oppose summary judgment. Cal. Civ. Proc. Code § 437c(d).

OBJECTION NO. 13

Exhibit B – Declaration of William Gilmartin III, all of Paragraph 17

Grounds for Objection No. 13: JHP objects to this entire paragraph as irrelevant because Proven's receipt of construction materials via the Caltrain Right of Way, lack of storing construction materials on the JHP Property, or lack of transportation of materials across the Visitaction Property does not change the undisputed fact that the JHP Property was used to support Proven's work on the Electrification Project. *See* Cal. Evid. Code §350. JHP also objects to this statement as it calls for speculation, is beyond the witness's stated personal knowledge and amounting to hearsay not within any recognized exception. *See* Cal. Evid. Code §§ 401, 403(a), 702, 1200, 1271, 1561. The declaration fails to lay the foundation for what was reviewed, where it was obtained and what specifically the witness relies on for the statement. *See Pacific Gas & Electric Co. v. Zuckerman* (1987) 189 Cal. App. 3d 1113, 1135-36 (expert opinion must be based on assumptions otherwise proven). Only admissible evidence may be used to oppose summary judgment. Cal. Civ. Proc. Code § 437c(d).

OBJECTION NO. 14

Exhibit B – Declaration of William Gilmartin III, all of Paragraph 18

Grounds for Objection No. 14: JHP objects to this entire paragraph as irrelevant because Proven's lack of use of the JHP Property or Visitacion Property for outdoor staging of construction materials and equipment or assembly of work trains and rail track, Proven's use of JHP Property to park light vehicles and Proven's use of the Visitaction Property to provide access to JHP Property for light vehicles does not change the undisputed fact that the JHP Property was used to support Proven's work on the Electrification Project. *See* Cal. Evid. Code §350. Only admissible evidence may be used to oppose summary judgment. Cal. Civ. Proc. Code § 437c(d).

OBJECTIONS TO DECLARATION OF HOWARD PEARCE

OBJECTION NO. 15

Paragraph 4: "… Southern Pacific Railroad ('SP') which later merged with Union Pacific Railroad ('RR' or 'UP') …"

Grounds for Objection No. 15: JHP objects to this statement as it is beyond the witness's stated personal knowledge and amounting to hearsay not within any recognized exception. *See* Cal. Evid. Code §§ 401, 403(a), 702, 1200, 1271, 1561. The declaration fails to lay the foundation for what was reviewed, where it was obtained and what specifically the witness relies on for the statement. *See Pacific Gas & Electric Co. v. Zuckerman* (1987) 189 Cal. App. 3d 1113, 1135-36 (expert opinion must be based on assumptions otherwise proven). Only admissible evidence may be used to oppose summary judgment. Cal. Civ. Proc. Code § 437c(d).

OBJECTION NO. 16

Paragraph 7 in its entirety

Grounds for Objection No. 16: JHP objects to this paragraph as it is beyond the witness's stated personal knowledge and amounting to hearsay not within any recognized exception. *See* Cal. Evid. Code §§ 401, 403(a), 702, 1200, 1271, 1561. The declaration fails to lay the foundation for what was reviewed, where it was obtained and what specifically the witness relies on for the statement. *See Pacific Gas & Electric Co. v. Zuckerman* (1987) 189 Cal. App. 3d 1113, 1135-36 (expert opinion must be based on assumptions otherwise proven). Only admissible evidence may be used to oppose summary judgment. Cal. Civ. Proc. Code § 437c(d).

OBJECTION NO. 17

Paragraph 8 in its entirety

Grounds for Objection No. 17: JHP objects to this paragraph as it is beyond the witness's stated personal knowledge and amounting to hearsay not within any recognized exception. *See* Cal. Evid. Code §§ 401, 403(a), 702, 1200, 1271, 1561. The declaration fails to lay the foundation for what was reviewed, where it was obtained and what specifically the witness relies on for the statement.

See Pacific Gas & Electric Co. v. Zuckerman (1987) 189 Cal. App. 3d 1113, 1135-36 (expert opinion must be based on assumptions otherwise proven). Only admissible evidence may be used to oppose summary judgment. Cal. Civ. Proc. Code § 437c(d).

OBJECTION NO. 18

Paragraph 10: "McNerney was considering developing buildings on the JHP Property that would provide access to the JHP Property by way of 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 one that Visitacion has consistently offered to JHP to support its development goals on the JHP Property."

Grounds for Objection No. 18: JHP objects to this statement as it calls for speculation, is beyond the witness's stated personal knowledge and amounting to hearsay not within any recognized exception. *See* Cal. Evid. Code §§ 401, 403(a), 702, 1200, 1271, 1561. The declaration fails to lay the foundation for what was reviewed, where it was obtained and what specifically the witness relies on for the statement. *See Pacific Gas & Electric Co. v. Zuckerman* (1987) 189 Cal. App. 3d 1113, 1135-36 (expert opinion must be based on assumptions otherwise proven). Only admissible evidence may be used to oppose summary judgment. Cal. Civ. Proc. Code § 437c(d).

Dated: June 4, 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

FILED
San Francisco County Superior Court
JUL 15 2021
CLERK OF THE COURT
BY: _____ Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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

ORDER (1) GRANTING DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC'S MOTION FOR SUMMARY JUDGMENT; AND (2) TAKING PLAINTIFF VISITACION INVESTMENT, LLC.'S MOTION FOR SUMMARY JUDGMENT OFF CALENDAR AS MOOT

Defendant 424 Jessie Historic Properties, LLC's summary judgment on plaintiff's complaint and defendant's cross-complaint is **GRANTED**. In these cross-motions for summary judgment, the parties dispute whether defendant's predecessor in interest ("railroad") abandoned its easement.

Standards of Summary Judgment

A party may move for summary judgment in any proceeding if it is contended the action has no merit or that there is no defense to the action or proceeding. (Code Civ. Proc., §437c, subd. (a).) To prevail on a motion for summary judgment, the evidence submitted must 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. (Code Civ. Proc., §437c, subd. (c).)

When ruling on a summary judgment motion, the trial court must consider all inferences from the evidence, even those contradicted by the moving party's evidence. The motion cannot succeed unless the evidence leaves no room for conflicting inferences as to material facts; the court has no power to weigh one inference against another or against other evidence. (*Murillo v. Rite Stuff Food Inc.* (1998) 65 Cal. App. 4th 833, 841.0.) In determining whether the facts give rise to a triable issue of material fact, "the facts alleged in the evidence of the party opposing summary judgment and the reasonable inferences there from must be accepted as true." *(Jackson v. County of Los Angeles* (1997) 60 Cal. App. 4th 171, 179.)

Whether a property owner abandons an easement is generally a factual issue based on the property owner's intent, but the Court may resolve the issue as a matter of law where there is no material fact in dispute and the trier of fact can reasonably only draw one conclusion from the record. (See *Home Real Estate Co. v. Los Angeles Pacific Co.* (1912) 163 Cal. 710, 714; *Flanagan v. San Marcos Silk Co.* (1951) 106 Cal.App.2d 458, 463.) Here, the record demonstrates that neither the railroad nor defendant abandoned the easement.

1. The Express Language of the Easement Controls

The express language of the easement supports the defendant's position. The "perpetual" easement provides that defendant:

> "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." (Complaint, Ex. 1.)

A plain reading of this instrument indicates that defendant has power over railroad-related equipment and "communications lines and facilities of *every kind and nature*." (Emphasis added.) Plaintiff's construction of the easement would render the emphasized language mere surplusage. (See *Santa Clara County Local Transportation Authority v. Guardino* (1995) 11 Cal.4th 220, 234 [court avoids interpretation of statute that renders language surplusage].)

Given that the railroad was also in the data communications business, even if tangentially, interpreting the easement to cover what expressly covers – "communications lines and facilities of *every kind and nature*" – makes complete sense. (Quan Decl., ¶6, Ex. 12 [Krantz Depo. at 70:17-71:12; 72:4-24].) Plaintiff reads the purpose of the easement too narrowly. At oral argument, plaintiff's counsel argued that there is "no indication anywhere in the record" of any telecommunications use. However, the testimony of Robert Krantz, an employee of the railroad (off and on) since 1979, proves dispositive. (Quan Decl., ¶6, Ex. 12 [Krantz Depo. at 10:22; 70:17-71:12; 72:4-24].). Plaintiff also argues that this is a generic "railroad easement" and giving effect to the "communications lines and facilities of *every kind and nature*" portion of the easement would somehow generate an impermissible separate standalone easement. This argument does not withstand scrutiny because the Court must evaluate the language of the easement in its totality and there is no denying it is extremely broad.

Plaintiff also argues that the *Doelger* litigation is the "roadmap" the Court must follow. The Court did consider the *Doelger* litigation and found that the easement in the *Doelger* litigation was "for railroad purposes only." (See *Ocean Shore Railroad Co. v. Doelger* ("*Doelger I*") (1954) 127 Cal.App.2d 392, 400; *Ocean Shore Railroad Co. v. Doelger* ("*Doelger II*") (1960) 179 Cal.App.2d 222, 231.) Here, the language of the easement is far broader.

Also, as pointed out at oral argument, there is a difference between an express grant of an easement (as in the *Doelger* litigation) and an express reservation (as in this case). The fact that this case involves an express reservation further supports the defense interpretation of the easement at issue. If there is an ambiguity in a reservation, it is construed in favor of the grantor railroad. (See Civ. Code sec. 1069.)

2. The Railroad's Conduct Does Not Show an Intent to Abandon the Easement

The Court is guided by the fundamental principle that non-use of an easement does not automatically mean the easement has been abandoned.

"It has always been the law in California that '[a]n easement acquired by deed is not lost by mere non-use. 'It must be accompanied with the express or the implied intention of

abandonment, and the owner of the servient estate, acting upon the intention of abandonment.'" (*Cottonwood Duplexes, LLC v. Barlow* (2012) 210 Cal.App.4th 1501, 1509; see also *Ocean Shore Railroad Co. v. Doelger* ("Doelger II") (1960) 179 Cal.App.2d 222, 231 ["A railroad abandons its right of way when it couples nonuse with an intent to abandon."].)

The Court must look to see whether there were "unequivocal and decisive acts on the part of the [railroad], clearly showing an intention to abandon." (See *Doelger II*, 179 Cal.App.2d at 236.) After reviewing the record, the Court concludes there is no such evidence. In fact, the evidence reflects the opposite: (1) The railroad actively marketed the property. (Quan Decl., par. 6, Ex. 12 [Krantz Depo. at 47:14-48:11, 59:24-60:16, 61:17-20; 116:13-18; 117:1-118:3.); (2) the plaintiff confirmed the easement when it entered into a licensing agreement regarding the property in May of 2016. (McNerney Decl., par. 11, Ex. 4.); and (3) the property was then again licensed, more recently, to a railroad maintenance and construction contractor to support its work on the Peninsula Corridor Electrification Project for Caltrain. (McNerney Decl., par.7, Ex. 3.)

In sum, there were no "unequivocal and decisive acts on the part of the [railroad], clearly showing an intention to abandon." (See *Doelger II*, 179 Cal.App.2d at 236.)

Further evidence that the railroad did not intend to abandon this easement is the fact that the easement also provides for roadway access and defendant's property would effectively be landlocked without it. (See Quan Decl., par. 6, Ex. 12 [Krantz Depo. at 46:3-48:18, 49:8-15, 54:12-25].)

3. Krantz's Depositions Testimony

Plaintiff's formal evidentiary objections to defendant's motion (filed May 27, 2021) do not object to Mr. Krantz's deposition testimony. The objections only attack the McNerney declaration. Similarly, plaintiff's formal objections to defendant's evidence in opposition to plaintiff's motion (filed June 4, 2021) do not address the Kranz deposition testimony.

In plaintiff's reply brief in support of its motion (filed June 4, 2021), plaintiff avers that Krantz lacks personal knowledge regarding the easement because he was not involved with the 1990 easement reservation. (Plaintiff's Reply, 9:4-11.) At oral argument, plaintiff's counsel

vociferously argued against even considering the deposition testimony of Krantz because he did not have anything to do with the original easement (and therefore could not speak to the intent of the creator of the easement) and, as an employee of the railroad, he would always testify that the railroad did not intend to abandon property. Assuming that plaintiff did not waive its objections, the Court overrules them.

Mr. Krantz was competent to testify regarding the railroad's custom and practice with respect to abandoning easements. Mr. Krantz, an on and off employee of the railroad for 40+ years, was involved with the specific property at issue since 2014 as the Director of Real Estate specifically responsible for selling "surplus nonoperating railroad real estate." (See Quan Decl., par. 6, Ex. 12 [Krantz Depo. at 19:9-22:11].) The Court further notes that plaintiff extensively relied on Mr. Krantz's testimony in its reply brief in support of its motion and its opposition to defendant's motion.

Plaintiff's motion for summary judgment is off calendar as moot.

Judgment shall be entered in defendant's favor forthwith.

IT IS SO ORDERED.

Dated: July 15 ,2021

VEDICA PURI
Judge of the Superior Court

CGC-19-579667 VISITACION INVESTMENT, LLC, VS. 424 JESSIE HISTORIC PROPERTIES, LLC ET AL

I, the undersigned, certify that I am an employee of the Superior Court of California, County Of San Francisco and not a party to the above-entitled cause and that on July 15, 2021 I served the foregoing ORDER 1) GRANTING DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC'S MOTION FOR SUMMARY JUDGMENT; AND 2)TAKING PLAINTIFF VISITACION INVESTMENT, LLC'S MOTION FOR SUMMARY JUDGMENT OFF CALENDAR AS MOOT on each counsel of record or party appearing in propria persona by causing a copy thereof to be enclosed in a postage paid sealed envelope and deposited in the United States Postal Service mail box located at 400 McAllister Street, San Francisco CA 94102-4514 pursuant to standard court practice.

Date: July 15, 2021 By: M. GOODMAN

JEFFREY H. LOWENTHAL
DANA ANDREOLI
STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP
235 PINE ST., 15TH FLOOR
SAN FRANCISCO, CA 94104

KENNETH S. KATZOFF
STEPHEN PREONAS
KATZOFF & RIGGS
1500 PARK AVENUE
SUITE 300
EMERYVILLE, CA 94608

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address)*:
Jeffrey H. Lowenthal (SBN 111763); Dana M. Andreoli (SBN 262068)
Steyer Lowenthal Boodrookas Alvarez & Smith LLP
235 Pine Street, 15th Floor, San Francisco, CA 94104

TELEPHONE NO.: (415) 421-3400 FAX NO. *(Optional)*: (415) 421-2234
E-MAIL ADDRESS *(Optional)*: dandreoli@steyerlaw.com
ATTORNEY FOR *(Name)*: Defendant 424 Jessie Historic Properties, LLC

FOR COURT USE ONLY

ELECTRONICALLY
FILED
Superior Court of California, County of San Francisco
07/16/2021
Clerk of the Court
BY: EDNALEEN ALEGRE
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
STREET ADDRESS: 400 McAllister Street
MAILING ADDRESS:
CITY AND ZIP CODE: San Francisco, 94102
BRANCH NAME:

PLAINTIFF/PETITIONER: VISITACION INVESTMENT, LLC
DEFENDANT/RESPONDENT: 424 JESSIE HISTORIC PROPERTIES, LLC, et al.

NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER: CGC-19-579667

(Check one): [X] **UNLIMITED CASE** (Amount demanded exceeded $25,000) [ ] **LIMITED CASE** (Amount demanded was $25,000 or less)

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: 7-15-21 ORDER (1) GRANTING 424 JESSIE HISTORIC PROPERTIES, LLC'S MOTION FOR SUMMARY JUDGMENT; AND (2) TAKING VISITACION INVESTMENT, LLC'S MOTION OFF CALENDAR AS MOOT
2. A copy of the judgment, decree, or order is attached to this notice.

Date: July 16, 2021

Dana M. Andreoli
(TYPE OR PRINT NAME OF [X] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)



(SIGNATURE)

Form Approved for Optional Use
Judicial Council of California
CIV-130 [New January 1, 2010]

PLAINTIFF/PETITIONER: VISITACION INVESTMENT, LLC DEFENDANT/RESPONDENT: 424 JESSIE HISTORIC PROPERTIES, LLC, , et al.	CASE NUMBER: CGC-19-579667

PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER

(NOTE: You cannot serve the* Notice of Entry of Judgment or Order *if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action.** I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify):*

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one):*
   a. ☐ deposited the sealed envelope with the United States Postal Service.
   b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:
   a. on *(date):*
   b. from *(city and state):*

4. The envelope was addressed and mailed as follows:

   a. Name of person served: SEE ATTACHED PROOF OF SERVICE
   Street address:
   City:
   State and zip code:

   c. Name of person served:
   Street address:
   City:
   State and zip code:

   b. Name of person served:
   Street address:
   City:
   State and zip code:

   d. Name of person served:
   Street address:
   City:
   State and zip code:

   ☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached _____.

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

Date:

SEE ATTACHED PROOF OF SERVICE
(TYPE OR PRINT NAME OF DECLARANT)

▶ _____
(SIGNATURE OF DECLARANT)

FILED
San Francisco County Superior Court
JUL 15 2021
CLERK OF THE COURT
BY: _____ Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

VISITACION INVESTMENT, LLC

Plaintiff

vs.

424 JESSIE HISTORIC PROPERTIES, LLC, ET AL.,

Defendants

AND RELATED CROSS-ACTION

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ORDER (1) GRANTING DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC'S MOTION FOR SUMMARY JUDGMENT; AND (2) TAKING PLAINTIFF VISITACION INVESTMENT, LLC.'S MOTION FOR SUMMARY JUDGMENT OFF CALENDAR AS MOOT

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> "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." (Complaint, Ex. 1.)

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The Court is guided by the fundamental principle that non-use of an easement does not automatically mean the easement has been abandoned.

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abandonment, and the owner of the servient estate, acting upon the intention of abandonment.'" (*Cottonwood Duplexes, LLC v. Barlow* (2012) 210 Cal.App.4th 1501, 1509; see also *Ocean Shore Railroad Co. v. Doelger* ("Doelger II") (1960) 179 Cal.App.2d 222, 231 ["A railroad abandons its right of way when it couples nonuse with an intent to abandon."].)

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In sum, there were no "unequivocal and decisive acts on the part of the [railroad], clearly showing an intention to abandon." (See *Doelger II*, 179 Cal.App.2d at 236.)

Further evidence that the railroad did not intend to abandon this easement is the fact that the easement also provides for roadway access and defendant's property would effectively be landlocked without it. (See Quan Decl., par. 6, Ex. 12 [Krantz Depo. at 46:3-48:18, 49:8-15, 54:12-25].)

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IT IS SO ORDERED.

Dated: July 15 ,2021

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Judge of the Superior Court

CGC-19-579667 VISITACION INVESTMENT, LLC, VS. 424 JESSIE HISTORIC PROPERTIES, LLC ET AL

I, the undersigned, certify that I am an employee of the Superior Court of California, County Of San Francisco and not a party to the above-entitled cause and that on July 15, 2021 I served the foregoing ORDER 1) GRANTING DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC'S MOTION FOR SUMMARY JUDGMENT; AND 2)TAKING PLAINTIFF VISITACION INVESTMENT, LLC'S MOTION FOR SUMMARY JUDGMENT OFF CALENDAR AS MOOT on each counsel of record or party appearing in propria persona by causing a copy thereof to be enclosed in a postage paid sealed envelope and deposited in the United States Postal Service mail box located at 400 McAllister Street, San Francisco CA 94102-4514 pursuant to standard court practice.

Date: July 15, 2021 By: M. GOODMAN

JEFFREY H. LOWENTHAL
DANA ANDREOLI
STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP
235 PINE ST., 15TH FLOOR
SAN FRANCISCO, CA 94104

KENNETH S. KATZOFF
STEPHEN PREONAS
KATZOFF & RIGGS
1500 PARK AVENUE
SUITE 300
EMERYVILLE, CA 94608

PROOF OF SERVICE

Visitacion Investment, LLC v. 424 Jessie Historic Properties, LLC
San Francisco County Superior Court, Case No. CGC-19-579667

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 ENTRY OF ORDER

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 July 16, 2021, at San Francisco, California.

Elizabeth R. Costiniano

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

FILED
San Francisco County Superior Court
AUG 23 2021
CLERK OF THE COURT
BY: _____ 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.

AND RELATED CROSS-ACTION.

Case No. CGC-19-579667

~~[PROPOSED]~~ JUDGMENT IN FAVOR OF DEFENDANT AND CROSS-COMPLAINANT 424 JESSIE HISTORIC PROPERTIES, LLC AGAINST PLAINTIFF AND CROSS-DEFENDANT VISITACION INVESTMENT, LLC

Pursuant to this Court's July 15, 2021 Order granting Defendant and Cross-complainant 424 Jessie Historic Properties, LLC's ("JHP") motion for summary judgment on Plaintiff and Cross-defendant Visitacion Investment, LLC's ("Visitacion") complaint on October 1, 2019 ("Complaint") and on JHP's cross-complaint filed on February 4, 2020 ("Cross-complaint"), and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT Judgment be and hereby is entered in favor of JHP and against Visitacion as follows:

1. On Visitacion's first cause of action for quiet title and second cause of action for declaratory relief in the Complaint, and on JHP's first cause of action for quiet title and second cause of action for declaratory relief in the Cross-complaint, finding that JHP is the fee owner of that certain real property commonly known as 2201 Bay Shore Boulevard and 220 Tunnel Avenue, San Francisco, California, Assessor's Parcel numbers 5087-004 and 5087-005, and legally described in Exhibit A attached hereto and incorporated herein by this reference ("JHP Property"), including those portions of the easements 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 ("1990 Deed"), 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, as Instrument No. E962735 ("1991 Deed"), identified and more particularly described in Exhibit A ("Easements"), which encumber that certain real property commonly known as 2201, 2245, 2500 and 2555 Bay Shore Boulevard, 222 Tunnel Avenue and 289, 290 and 292 Sunnydale Avenue, San Francisco, California, 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 B attached hereto and incorporated herein by this reference.

2. JHP's title to the JHP Property including its rights in and to the Easements is quieted as of September 14, 2016.

3. The Court finds and declares that the Easements are valid and have not been abandoned, terminated or relinquished, and that Visitacion has no right, title, interest, estate, lien

or easement whatsoever in the JHP Property, and Visitacion has no right to obstruct, build on or otherwise interfere with the Easements, except as expressly set forth in the 1990 Deed and 1991 Deed.

4. Visitacion's third cause of action for a preliminary and permanent injunction in the Complaint is hereby **DISMISSED WITH PREJUDICE.**

5. JHP shall also recover its costs of suit against Visitacion subject to the filing of a Memorandum of Costs.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: Aug 23rd, 2021

Honorable Vedica Puri
SUPERIOR COURT JUDGE

APPROVED AS TO FORM:

Dated: July 26, 2021

KATZOFF & RIGGS LLP

Kenneth S. Katzoff
Stephen G. Preonas
Attorney for Plaintiff and Cross-defendant
Visitacion Investment, LLC

SEE EXHIBIT "C" RE
COMPLIANCE WITH CRC 3.1312

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 A

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 B

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 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.

EXHIBIT B

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.

Ma Benigna Goodman

From: Dana Andreoli <dandreoli@steyerlaw.com>
Sent: Tuesday, August 17, 2021 4:13 PM
To: Department 210
Cc: Jeffrey H. Lowenthal; Stephen Preonas; Kenneth Katzoff
Subject: Visitacion Investment, LLC v. 424 Jessie Historic Properties, LLC, Case No. CGC-19-579667
Attachments: Proposed Judgmentn revised (approved as to form) 7 26 21.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

⚠ **WARNING: This email was generated from an external source. You should only open files from a trustworthy source.**

Dear Clerk:

Our firm represents defendant and cross-complainant 424 Jessie Historic Properties, LLC in the referenced case.

On July 26, 2021, we delivered the attached proposed judgment to Department 210 for entry, pursuant to Judge Puri's July 15, 2021, order granting summary judgment in the referenced case. The proposed judgment is approved as to form by plaintiff and cross-defendant Visitacion Investment, LLC's counsel, who are also copied on this email.

To date, the judgment has not been entered on the docket. Please advise as to the status of entry of the judgment or if we need to re-submit the proposed judgment by different means or to a different department.

We appreciate your attention and assistance in this matter.

Very truly yours,
Dana Andreoli

Dana M. Andreoli
Partner
Steyer Lowenthal Boodrookas
Alvarez & Smith LLP
235 Pine Street, Fifteenth Floor
San Francisco, California 94104
Phone: 415.421.3400
Mobile: 415.205.4304
Fax: 415.421.2234
dandreoli@steyerlaw.com
www.steyerlaw.com

EXHIBIT "C"

NOTICE: This email message is for the sole use of the intended recipient(s) and may contain information that is confidential and protected from disclosure by the attorney-client privilege, as attorney work product, or by other applicable privileges. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email, delete the original email and destroy all copies of the original message.

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address)*:
Jeffrey H. Lowenthal (Bar No. 111763); Dana Andreoli (Bar No. 262068)
STEYER LOWENTHAL BOODROOKAS ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
TELEPHONE NO.: (415) 421-3400 FAX NO. *(Optional)*: (415) 421-2234
E-MAIL ADDRESS *(Optional)*: jlowenthal@steyerlaw.com; dandreoli@steyerlaw.com
ATTORNEY FOR *(Name)*: Defendant and Cross-Complainant 424 Jessie Historic Properties, LLC

FOR COURT USE ONLY

ELECTRONICALLY
FILED
Superior Court of California, County of San Francisco
08/24/2021
Clerk of the Court
BY: SANDRA SCHIRO
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
STREET ADDRESS: 400 McAllister Street
MAILING ADDRESS:
CITY AND ZIP CODE: San Francisco, 94102
BRANCH NAME:

PLAINTIFF/PETITIONER: VISITACION INVESTMENT, LLC
DEFENDANT/RESPONDENT: 424 JESSIE HISTORIC PROPERTIES, LLC, et al.

NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER: CGC-19-579667

(Check one): [X] **UNLIMITED CASE** (Amount demanded exceeded $25,000) [ ] **LIMITED CASE** (Amount demanded was $25,000 or less)

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: 8/23/2021 Judgment in Favor of Defendant and Cross-Complainant 424 Jessie Historic Properties, LLC Against Plaintiff and Cross-Defendant Visitacion Investment, LLC
2. A copy of the judgment, decree, or order is attached to this notice.

Date: August 24, 2021

Dana Andreoli
(TYPE OR PRINT NAME OF [X] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)


(SIGNATURE)

Form Approved for Optional Use
Judicial Council of California
CIV-130 [New January 1, 2010]

PLAINTIFF/PETITIONER: VISITACION INVESTMENT, LLC DEFENDANT/RESPONDENT: 424 JESSIE HISTORIC PROPERTIES, LLC, et al.	CASE NUMBER: CGC-19-579667

PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER

(NOTE: You cannot serve the* Notice of Entry of Judgment or Order *if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action.** I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify):*

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one):*
   a. ☐ deposited the sealed envelope with the United States Postal Service.
   b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:
   a. on *(date):*
   b. from *(city and state):*

4. The envelope was addressed and mailed as follows:
   a. Name of person served:
      Street address:
      City:
      State and zip code:
   c. Name of person served:
      Street address:
      City:
      State and zip code:
   b. Name of person served:
      Street address:
      City:
      State and zip code:
   d. Name of person served:
      Street address:
      City:
      State and zip code:

   ☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached _____.

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

Date:

SEE ATTACHED PROOF OF SERVICE
(TYPE OR PRINT NAME OF DECLARANT)

▶ _____
(SIGNATURE OF DECLARANT)

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

FILED
San Francisco County Superior Court
AUG 23 2021
CLERK OF THE COURT
BY: _____ 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.

AND RELATED CROSS-ACTION.

Case No. CGC-19-579667

~~[PROPOSED]~~ JUDGMENT IN FAVOR OF DEFENDANT AND CROSS-COMPLAINANT 424 JESSIE HISTORIC PROPERTIES, LLC AGAINST PLAINTIFF AND CROSS-DEFENDANT VISITACION INVESTMENT, LLC

Pursuant to this Court's July 15, 2021 Order granting Defendant and Cross-complainant 424 Jessie Historic Properties, LLC's ("JHP") motion for summary judgment on Plaintiff and Cross-defendant Visitacion Investment, LLC's ("Visitacion") complaint on October 1, 2019 ("Complaint") and on JHP's cross-complaint filed on February 4, 2020 ("Cross-complaint"), and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT Judgment be and hereby is entered in favor of JHP and against Visitacion as follows:

1. On Visitacion's first cause of action for quiet title and second cause of action for declaratory relief in the Complaint, and on JHP's first cause of action for quiet title and second cause of action for declaratory relief in the Cross-complaint, finding that JHP is the fee owner of that certain real property commonly known as 2201 Bay Shore Boulevard and 220 Tunnel Avenue, San Francisco, California, Assessor's Parcel numbers 5087-004 and 5087-005, and legally described in Exhibit A attached hereto and incorporated herein by this reference ("JHP Property"), including those portions of the easements 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 ("1990 Deed"), 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, as Instrument No. E962735 ("1991 Deed"), identified and more particularly described in Exhibit A ("Easements"), which encumber that certain real property commonly known as 2201, 2245, 2500 and 2555 Bay Shore Boulevard, 222 Tunnel Avenue and 289, 290 and 292 Sunnydale Avenue, San Francisco, California, 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 B attached hereto and incorporated herein by this reference.

2. JHP's title to the JHP Property including its rights in and to the Easements is quieted as of September 14, 2016.

3. The Court finds and declares that the Easements are valid and have not been abandoned, terminated or relinquished, and that Visitacion has no right, title, interest, estate, lien

or easement whatsoever in the JHP Property, and Visitacion has no right to obstruct, build on or otherwise interfere with the Easements, except as expressly set forth in the 1990 Deed and 1991 Deed.

4. Visitacion's third cause of action for a preliminary and permanent injunction in the Complaint is hereby **DISMISSED WITH PREJUDICE.**

5. JHP shall also recover its costs of suit against Visitacion subject to the filing of a Memorandum of Costs.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: Aug 23rd, 2021

Honorable Vedica Puri
SUPERIOR COURT JUDGE

APPROVED AS TO FORM:

Dated: July 26, 2021

KATZOFF & RIGGS LLP

Kenneth S. Katzoff
Stephen G. Preonas
Attorney for Plaintiff and Cross-defendant
Visitacion Investment, LLC

SEE EXHIBIT "C" RE
COMPLIANCE WITH CRC 3.1312

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 A

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 B

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 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.

EXHIBIT B

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.

Ma Benigna Goodman

From: Dana Andreoli <dandreoli@steyerlaw.com>
Sent: Tuesday, August 17, 2021 4:13 PM
To: Department 210
Cc: Jeffrey H. Lowenthal; Stephen Preonas; Kenneth Katzoff
Subject: Visitacion Investment, LLC v. 424 Jessie Historic Properties, LLC, Case No. CGC-19-579667
Attachments: Proposed Judgmentn revised (approved as to form) 7 26 21.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

⚠ **WARNING: This email was generated from an external source. You should only open files from a trustworthy source.**

Dear Clerk:

Our firm represents defendant and cross-complainant 424 Jessie Historic Properties, LLC in the referenced case.

On July 26, 2021, we delivered the attached proposed judgment to Department 210 for entry, pursuant to Judge Puri's July 15, 2021, order granting summary judgment in the referenced case. The proposed judgment is approved as to form by plaintiff and cross-defendant Visitacion Investment, LLC's counsel, who are also copied on this email.

To date, the judgment has not been entered on the docket. Please advise as to the status of entry of the judgment or if we need to re-submit the proposed judgment by different means or to a different department.

We appreciate your attention and assistance in this matter.

Very truly yours,
Dana Andreoli

Dana M. Andreoli
Partner
Steyer Lowenthal Boodrookas
Alvarez & Smith LLP
235 Pine Street, Fifteenth Floor
San Francisco, California 94104
Phone: 415.421.3400
Mobile: 415.205.4304
Fax: 415.421.2234
dandreoli@steyerlaw.com
www.steyerlaw.com

EXHIBIT "C"

NOTICE: This email message is for the sole use of the intended recipient(s) and may contain information that is confidential and protected from disclosure by the attorney-client privilege, as attorney work product, or by other applicable privileges. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email, delete the original email and destroy all copies of the original message.

PROOF OF SERVICE

Visitacion Investment, LLC v. 424 Jessie Historic Properties, LLC
San Francisco County Superior Court, Case No. CGC-19-579667

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 ENTRY OF JUDGMENT

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 August 24, 2021, at San Francisco, California.

Elizabeth R. Costiniano

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.:
NAME: KENNETH S. KATZOFF (SBN 103490) / STEPHEN G. PREONAS (SBN 245334)
FIRM NAME: Katzoff & Riggs LLP
STREET ADDRESS: 1500 Park Avenue, Suite 300
CITY: Emeryville STATE: CA ZIP CODE: 94608
TELEPHONE NO.: 510-597-1990 FAX NO.: 510-597-0295
E-MAIL ADDRESS: spreonas@katzoffriggs.com
ATTORNEY FOR (*name*): Plaintiff VISITACTION INVESTMENT LLC

FOR COURT USE ONLY

ELECTRONICALLY
FILED
Superior Court of California, County of San Francisco
08/31/2021
Clerk of the Court
BY: MELISSA DONG
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
STREET ADDRESS: 400 McAllister Street
MAILING ADDRESS:
CITY AND ZIP CODE: San Francisco, CA 94102
BRANCH NAME: Civic Center Courthouse

PLAINTIFF/PETITIONER: VISITACION INVESTMENT, LLC
DEFENDANT/RESPONDENT: 424 JESSIE HISTORIC PROPERTIES, LLC

[x] NOTICE OF APPEAL [ ] CROSS-APPEAL
(UNLIMITED CIVIL CASE)

CASE NUMBER:
CGC-19-579667

Notice: Please read *Information on Appeal Procedures for Unlimited Civil Cases* (Judicial Council form APP-001) before completing this form. This form must be filed in the superior court, not in the Court of Appeal. A copy of this form must also be served on the other party or parties to this appeal. You may use an applicable Judicial Council form (such as APP-009 or APP-009E) for the proof of service. When this document has been completed and a copy served, the original may then be filed with the court with proof of service.

1. NOTICE IS HEREBY GIVEN that (name): VISITACION INVESTMENT, LLC
appeals from the following judgment or order in this case, which was entered on *(date)*: August 23, 2021
   - [ ] Judgment after jury trial
   - [ ] Judgment after court trial
   - [ ] Default judgment
   - [x] Judgment after an order granting a summary judgment motion
   - [ ] Judgment of dismissal under Code of Civil Procedure, §§ 581d, 583.250, 583.360, or 583.430
   - [ ] Judgment of dismissal after an order sustaining a demurrer
   - [ ] An order after judgment under Code of Civil Procedure, § 904.1(a)(2)
   - [ ] An order or judgment under Code of Civil Procedure, § 904.1(a)(3)–(13)
   - [ ] Other *(describe and specify code section that authorizes this appeal):*

2. For cross-appeals only:
   a. Date notice of appeal was filed in original appeal:
   b. Date superior court clerk mailed notice of original appeal:
   c. Court of Appeal case number *(if known)*:

Date: August 31, 2021

STEPHEN G. PREONAS
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

Form Approved for Optional Use
Judicial Council of California
APP-002 [Rev. January 1, 2017]

NOTICE OF APPEAL/CROSS-APPEAL (UNLIMITED CIVIL CASE)
(Appellate)

Cal. Rules of Court, rule 8.100
www.courts.ca.gov

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):

NOTICE OF APPEAL (APP-002)

addressed to each such addressee respectively as follows:

Jeffrey H. Lowenthal
Dana Andreoli
STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
Telephone: (415) 421-3400
Facsimile: (415) 421-2234
jlowenthal@steyerlaw.com
dandreoli@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.

[x] **VIA E-MAIL** by causing a true copy and/or original thereof to be attached to an electronic message and sent to the address(es) above at their personal e-mail address(es) listed above.

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 August 31, 2021, at Los Angeles, California.

MEGAN ZERGA

ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER:
NAME: KENNETH S. KATZOFF (SBN 103490) / STEPHEN G. PREONAS (SBN 245334)
FIRM NAME: Katzoff & Riggs LLP
STREET ADDRESS: 1500 Park Avenue, Suite 300
CITY: Emeryville STATE: CA ZIP CODE: 94608
TELEPHONE NO.: 510-597-1990 FAX NO.: 510-597-0295
E-MAIL ADDRESS: spreonas@katzoffriggs.com
ATTORNEY FOR (*name*): Plaintiff VISITACION INVESTMENT, LLC

FOR COURT USE ONLY

ELECTRONICALLY
FILED
Superior Court of California, County of San Francisco
09/10/2021
Clerk of the Court
BY: KIMBERLY SEPTIEN
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
STREET ADDRESS: 400 McAllister Street
MAILING ADDRESS:
CITY AND ZIP CODE: San Francisco, CA
BRANCH NAME: 94102

PLAINTIFF/PETITIONER: VISITACION INVESTMENT, LLC
DEFENDANT/RESPONDENT: 424 JESSIE HISTORIC PROPERTIES LLC
OTHER PARENT/PARTY:

APPELLANT'S NOTICE DESIGNATING RECORD ON APPEAL (UNLIMITED CIVIL CASE)

SUPERIOR COURT CASE NUMBER: CGC19579667

RE: Appeal filed on *(date)*: August 31, 2021

COURT OF APPEAL CASE NUMBER *(if known)*:

Notice: Please read *Information on Appeal Procedures for Unlimited Civil Cases* (form APP-001-INFO) before completing this form. This form must be filed in the superior court, not in the Court of Appeal.

1. RECORD OF THE DOCUMENTS FILED IN THE SUPERIOR COURT

I choose to use the following method of providing the Court of Appeal with a record of the documents filed in the superior court *(check a, b, c, or d, and fill in any required information)*:

a. ☐ A clerk's transcript under rule 8.122. *(You must check (1) or (2) and fill out the clerk's transcript section (item 4) on pages 2 and 3 of this form.)*

(1) ☐ I will pay the superior court clerk for this transcript myself when I receive the clerk's estimate of the costs of this transcript. I understand that if I do not pay for this transcript, it will not be prepared and provided to the Court of Appeal.

(2) ☐ I request that the clerk's transcript be provided to me at no cost because I cannot afford to pay this cost. I have submitted the following document with this notice designating the record *(check (a) or (b))*:

(a) ☐ An order granting a waiver of court fees and costs under rules 3.50–3.58; or

(b) ☐ An application for a waiver of court fees and costs under rules 3.50–3.58. *(Use Request to Waive Court Fees (form FW-001) to prepare and file this application.)*

b. ☒ An appendix under rule 8.124.

c. ☐ The original superior court file under rule 8.128. (NOTE: *Local rules in the Court of Appeal, First, Third, and Fourth Appellate Districts, permit parties to stipulate (agree) to use the original superior court file instead of a clerk's transcript; you may select this option if your appeal is in one of these districts and all the parties have stipulated to use the original superior court file instead of a clerk's transcript in this case. Attach a copy of this stipulation.*)

d. ☐ An agreed statement under rule 8.134. *(You must complete item 2b(2) below and attach to your agreed statement copies of all the documents that are required to be included in the clerk's transcript. These documents are listed in rule 8.134(a).)*

2. RECORD OF ORAL PROCEEDINGS IN THE SUPERIOR COURT

I choose to proceed *(you must check a or b below)*:

a. ☐ WITHOUT a record of the oral proceedings (what was said at the hearing or trial) in the superior court. I understand that without a record of the oral proceedings in the superior court, the Court of Appeal will not be able to consider what was said during those proceedings in deciding whether an error was made in the superior court proceedings.

Form Approved for Optional Use
Judicial Council of California
APP-003 [Rev. January 1, 2019]

Cal. Rules of Court, rules 3.50, 8.121–8.124, 8.128, 8.130, 8.134, 8.137
www.courts.ca.gov

CASE NAME: VISITACION INVESTMENT, LLC v. 424 JESSIE HISTORIC PROPERTIES, LLC	SUPERIOR COURT CASE NUMBER: CGC19579667

2. b. [x] WITH the following record of the oral proceedings in the superior court *(you must check (1), (2), or (3) below)*:

(1) [x] A reporter's transcript under rule 8.130. *(You must fill out the reporter's transcript section (item 5) on pages 3 and 4 of this form.)* I have *(check all that apply):*

(a) [ ] Deposited with the superior court clerk the approximate cost of preparing the transcript by including the deposit with this notice as provided in rule 8.130(b)(1).

(b) [ ] Attached a copy of a Transcript Reimbursement Fund application filed under rule 8.130(c)(1).

(c) [ ] Attached the reporter's written waiver of a deposit under rule 8.130(b)(3)(A) for *(check either (i) or (ii)):*

(i) [ ] all of the designated proceedings.

(ii) [ ] part of the designated proceedings.

(d) [x] Attached a certified transcript under rule 8.130(b)(3)(C).

(2) [ ] An agreed statement. *(Check and complete either (a) or (b) below.)*

(a) [ ] I have attached an agreed statement to this notice.

(b) [ ] All the parties have stipulated (agreed) in writing to try to agree on a statement. *(You must attach a copy of this stipulation to this notice.)* I understand that, within 40 days after I file the notice of appeal, I must file either the agreed statement or a notice indicating the parties were unable to agree on a statement and a new notice designating the record on appeal.

(3) [ ] A settled statement under rule 8.137. *(You must check (a), (b), or (c) below, and fill out the settled statement section (item 6) on page 4.)*

(a) [ ] The oral proceedings in the superior court were not reported by a court reporter.

(b) [ ] The oral proceedings in the superior court were reported by a court reporter, but I have an order waiving fees and costs.

(c) [ ] I am asking to use a settled statement for reasons other than those listed in (a) or (b). *(You must serve and file the motion required under rule 8.137(b) at the same time that you file this form. You may use form APP-025 to prepare the motion.)*

3. **RECORD OF AN ADMINISTRATIVE PROCEEDING TO BE TRANSMITTED TO THE COURT OF APPEAL**

[ ] I request that the clerk transmit to the Court of Appeal under rule 8.123 the record of the following administrative proceeding that was admitted into evidence, refused, or lodged in the superior court *(give the title and date or dates of the administrative proceeding):*

Title of Administrative Proceeding	Date or Dates

4. **NOTICE DESIGNATING CLERK'S TRANSCRIPT**

(You must complete this section if you checked item 1a above indicating that you choose to use a clerk's transcript as the record of the documents filed in the superior court.)

a. **Required documents.** The clerk will automatically include the following items in the clerk's transcript, but you must provide the date each document was filed, or if that is not available, the date the document was signed.

Document Title and Description	Date of Filing

(1) Notice of appeal

(2) Notice designating record on appeal *(this document)*

(3) Judgment or order appealed from

(4) Notice of entry of judgment *(if any)*

(5) Notice of intention to move for new trial or motion to vacate the judgment, for judgment notwithstanding the verdict, or for reconsideration of an appealed order *(if any)*

(6) Ruling on one or more of the items listed in (5)

(7) Register of actions or docket *(if any)*

CASE NAME: VISITACION INVESTMENT, LLC v. 424 JESSIE HISTORIC PROPERTIES, LLC	SUPERIOR COURT CASE NUMBER: CGC19579667

4. **NOTICE DESIGNATING CLERK'S TRANSCRIPT**

b. **Additional documents.** *(If you want any documents from the superior court proceeding in addition to the items listed in 4a. above to be included in the clerk's transcript, you must identify those documents here.)*

☐ I request that the clerk include in the transcript the following documents that were filed in the superior court proceeding. *(You must identify each document you want included by its title and provide the date it was filed or, if that is not available, the date the document was signed.)*

	Document Title and Description	Date of Filing
(8)		
(9)		
(10)		
(11)		

☐ See additional pages. (*Check here if you need more space to list additional documents. List these documents on a separate page or pages labeled "Attachment 4b," and start with number (12).)*

c. **Exhibits to be included in clerk's transcript**

☐ I request that the clerk include in the transcript the following exhibits that were admitted in evidence, refused, or lodged in the superior court. *(For each exhibit, give the exhibit number, such as Plaintiff's #1 or Defendant's A, and a brief description of the exhibit. Indicate whether or not the court admitted the exhibit into evidence. If the superior court has returned a designated exhibit to a party, the party in possession of the exhibit must deliver it to the superior court clerk within 10 days after service of this notice designating the record. (Rule 8.122(a)(3).))*

	Exhibit Number	Description	Admitted (Yes/No)
(1)			
(2)			
(3)			
(4)			

☐ See additional pages. *(Check here if you need more space to list additional exhibits. List these exhibits on a separate page or pages labeled "Attachment 4c," and start with number (5).)*

5. **NOTICE DESIGNATING REPORTER'S TRANSCRIPT**

You must complete both a and b in this section if you checked item 2b(1) above indicating that you choose to use a reporter's transcript as the record of the oral proceedings in the superior court. Please remember that you must pay for the cost of preparing the reporter's transcript.

a. **Format of the reporter's transcript**

I request that the reporters provide *(check one):*

(1) ☒ My copy of the reporter's transcript in electronic format.

(2) ☐ My copy of the reporter's transcript in paper format.

(3) ☐ My copy of the reporter's transcript in electronic format and a second copy in paper format.

(Code Civ. Proc., § 271.)

CASE NAME: VISITACION INVESTMENT, LLC v. 424 JESSIE HISTORIC PROPERTIES, LLC	SUPERIOR COURT CASE NUMBER: CGC19579667

5. b. **Proceedings**

I request that the following proceedings in the superior court be included in the reporter's transcript. *(You must identify each proceeding you want included by its date, the department in which it took place, a description of the proceedings (for example, the examination of jurors, motions before trial, the taking of testimony, or the giving of jury instructions), the name of the court reporter who recorded the proceedings (if known), and whether a certified transcript of the designated proceeding was previously prepared.)*

	Date	Department	Full/Partial Day	Description	Reporter's Name	Prev. prepared?
(1)	7/6/21	210	Partial	Hearing on Cross MSJs	ALESIA L. COLLINS	☒ Yes ☐ No
(2)						☐ Yes ☐ No
(3)						☐ Yes ☐ No
(4)						☐ Yes ☐ No

☐ See additional pages. *(Check here if you need more space to list additional proceedings. List these exhibits on a separate page or pages labeled "Attachment 5b," and start with number (5).)*

6. **NOTICE DESIGNATING PROCEEDINGS TO BE INCLUDED IN SETTLED STATEMENT**

(You must complete this section if you checked item 2b(3) above indicating you choose to use a settled statement.) I request that the following proceedings in the superior court be included in the settled statement. *(You must identify each proceeding you want included by its date, the department in which it took place, a description of the proceedings (for example, the examination of jurors, motions before trial, the taking of testimony, or the giving of jury instructions), the name of the court reporter who recorded the proceedings (if known), and whether a certified transcript of the designated proceeding was previously prepared.)*

	Date	Department	Full/Partial Day	Description	Reporter's Name	Prev. prepared?
(1)						☐ Yes ☐ No
(2)						☐ Yes ☐ No
(3)						☐ Yes ☐ No
(4)						☐ Yes ☐ No

☐ See additional pages. *(Check here if you need more space to list additional proceedings. List these proceedings on a separate page or pages labeled "Attachment 6," and start with number (5).)*

7. a. The proceedings designated in 5b or 6 ☒ include ☐ do not include all of the testimony in the superior court.

b. If the designated proceedings DO NOT include all of the testimony, state the points that you intend to raise on appeal. *(Rule 8.130(a)(2) and rule 8.137(d)(1) provide that your appeal will be limited to these points unless the Court of Appeal permits otherwise.)* Points are set forth: ☐ Below ☐ On a separate page labeled "Attachment 7."

Date: September 10, 2021

STEPHEN G. PREONAS
(TYPE OR PRINT NAME)

(SIGNATURE OF APPELLANT OR ATTORNEY)

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

BEFORE THE HONORABLE VEDICA PURI, JUDGE PRESIDING

DEPARTMENT 210

VISITACION INVESTMENT, LLC,

Plaintiff,

vs. Case No. CGC-19-579667

424 JESSIE HISTORIC PROPERTIES, LLC, et al.,

Defendants.

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

AND RELATED CROSS-ACTION.

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REPORTER'S TRANSCRIPT OF PROCEEDINGS

REMOTE HEARING

Tuesday, July 6, 2021

REPORTED REMOTELY FROM SOLANO COUNTY, CALIFORNIA

BY: ALESIA L. COLLINS, CSR 7751, CLR

Job No. J7237032

REMOTE APPEARANCES

THE HONORABLE VEDICA PURI, Judge Presiding
San Francisco Superior Court, Department 210
400 McAllister Street
San Francisco, CA 94102

REMOTE APPEARANCES OF COUNSEL:

For Plaintiff and Cross-Defendant,
Visitacion Investment, LLC:

KATZOFF & RIGGS, LLP
By: STEPHEN G. PREONAS, Esq.
1500 Park Avenue, Suite 300
Emeryville, CA 94608
510 597-1990
Email: spreonas@katzoffriggs.com

For Defendant and Cross-Complainant,
424 Jessie Historic Properties, LLC:

STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH, LLP
By: JEFFREY H. LOWENTHAL, Esq.
DANA ANDREOLI, Esq.
235 Pine Street, Suite 1500
San Francisco, CA 94104
415 421-3400
Email: jlowenthal@steyerlaw.com
dandreoli@steyerlaw.com

SAN FRANCISCO, CALIFORNIA 11:09 A.M.

THE CLERK: Calling Visitacion Investment vs. 424 Jessie Historic Properties, CGC-19-579667. Please state your appearance for the record and spell your name slowly for the record, starting with the plaintiff, please.

MR. PREONAS: Good morning, Your Honor. Stephen Preonas -- with a P-H -- capital P-R-E-O-N-A-S, for Plaintiff, Visitacion Investment, LLC.

MR. LOWENTHAL: Good morning. Jeffrey Lowenthal, for Defendant and Cross-complainant, 424 Jessie Historic Properties, LLC.

MS. ANDREOLI: I'm Dana Andreoli. A-N-D-R-E-O-L-I. Also for Defendant and Cross-complainant, Jessie -- 424 Jessie Historic Property, LLC.

THE COURT: Okay. Thank you, folks.

So, I know that the tentative said hearing required, so I appreciate you being here. It was always difficult when I got a hearing required tentative as a practitioner because you prepare everything under the sun.

So, I've taken quite a bit of time. I'm going to go ahead and give you my tentative, and you all can

take notes, and then I will let folks argue.

So, as the Court sees it, these are obviously cross motions for summary judgment. The parties essentially dispute whether the defendant's predecessor in interest -- we'll just say "Railroad," because there's a couple of different companies -- abandoned its easement.

Now, typically whether a property owner abandons an easement is generally a factual easement based on the property owner's intent, but the Court can resolve the issue as a matter of law where there is no material fact in dispute and the trier of fact can reasonably only draw one conclusion from the record.

There are several cases supporting that proposition, so just bear with me so that we have a very clear record. "Home Real Estate Company vs. Los Angeles Pacific Company," 1912 163 Cal. 710, the pincite is 714. "Flanagan vs. San Marco Silk Company," 1951 106 Cal. App. 2nd 458, pincite is 463.

The Court also looked to a important quote from the "Cottonwood" case. That quote is, "It has always been the law in California that an easement acquired by deed is not lost by mere non-use. It must be accompanied with the express or implied intention of abandonment and the owner of the serving estate acting

upon the intention of abandonment."

This is the "Cottonwood Duplexes, LLC vs. Barlow" case, 2012 210 Cal. App. 4th 1501, pincite is 1509.

And, of course also the Court looked at "Oceanshore Railroad Company vs. Doelger." This is known as the "Doelger II" -- that's Roman capital two -- case, 1960 179 Cal. App. 2nd 222, pincite 231.

"A railroad abandons its right-of-way when it couples non-use with an intent to abandon."

So, this is the framework that the Court operated on in assessing this motion. It's my tentative that the record demonstrates that neither the Railroad, nor defendant, abandoned the easement at issue here.

The summary judgment ruling will be in favor of the defense, and here is the basis:

Number 1: The express language of the easement supports the defendant's position. This is what is known as a "perpetual easement." And, it provides that the defendant 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 communication 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.

This exact law on easement comes from the complaint itself, Exhibit 1. The plain reading of this instrument indicates the defendant has power over railroad related equipment and "communications lines and facilities of" -- and I would emphasize this, I would italicize this part -- "every kind and nature." That emphasis is obviously added by the Court.

Plaintiff's construction of the easement would render that emphasized language mere surplusage. The Court is supposed to -- we are charged with avoiding interpretations of, for example, statutes that render language surplusage.

That comes from the "Santa Clara County Local Transportation Authority vs. Guardino" -- G-U-A-R-D-I-N-O -- case, 1995 11 Cal. 4th 220; 234.

Given that the railroad was also in the data communications business, the Court's interpretation makes sense. We get this information from the Quan declaration, paragraph 6, Exhibit 12.

I will tell you folks that I read in great detail, I think it was on the order of 80 pages of the Robert Krantz deposition, and this was part of the key and compelling evidence that led me to rule this way.

Mr. Krantz has been in the business, I want to say, close to the length of time I've been alive. He started out in September of 1979, and on and off was with the railroad companies that are at issue here for many, many, many years after that, and so his job that becomes operative for this motion was literally selling surplus, non-operating railroad real estate.

He's the guy that can talk about what the intent was, what the process was if there was going to be an abandonment, because there is a process. And, he knows it very well. He spoke to it.

I'm going to go through the exact cites. There is no evidence that, that process was engaged in. In fact, the evidence is to the contrary that, that process was not engaged in. There are many departments that have to sign off.

So, going back to the point that the railroad was in the data communication business. That support lies in the Krantz deposition at page 70, line 17, to page 71, line 12, as well as page 72, lines 4 to 24.

A lot is made by the plaintiffs of the "Doelger" cases in litigation, but there is a key point of difference between the "Doelger" cases and the case here.

In the "Doelger" case, the plaintiff had an

easement, "for railroad purposes only." The exact citation is "Oceanshore Railroad Company vs. Doelger" (Doelger I) 1954 127 Cal. App. 2nd, 392; 400. As well as Oceanshore Railroad Company vs. Doelger, (Doelger II) 1960 179 Cal. App. 2nd, 222; 231.

If there is any ambiguity in a reservation, it's supposed to be construed in favor of the grantor railroad. That's Civil Code Section 1069.

The easement at issue here also provides for roadway access. Another important point is that defendant's property would be effectively landlocked without that access. This comes with from the Quan declaration, paragraph 6, Exhibit 12.

Again, we go to Mr. Krantz's deposition at pages 46, line 3, to 48, line 18; page 49, line 8 to 15, and page 54, lines 12 to 25.

It's the Court's finding that the plaintiff reads the purpose of the easement just too narrowly when you look at the context of the easement itself and the properties and what they were being used for.

"The rule is well settled that in construing the terms of a contract, the construction given it by the acts and conduct of the parties with knowledge of its terms, and before any controversy has arisen to its meaning, is admissible on the issue of the parties'

intent."

That's from the "Southern Cal Edison Company case VS. Superior Court," 1995 37 Cal. App. 4th 839; 851. And provides you, the parties, with the basis of why the Court paid such close attention to the deposition testimony that was provided.

Next, the railroad was actively marketed -- excuse me -- the railroad actively marketed the property, and something more -- much more would have to have been done to prove abandonment of the easement.

This information comes again from the Krantz deposition, attached as Exhibit 12 to the Quan declaration, at pages 47, line 14, to 48, line 11. Page 59, line 24, to page 60, line 16. Page 61, lines 17 through 20. And, I'm going to go from page 116, line 13, through page 118, line 3.

And the last citation, pages 116 to 118, this was where Mr. Krantz explained in detail the 12 different departments that would have been required to have signed off on any kind of abandonment before that procedure could have happened.

And, I thought Mr. Krantz explained pretty well throughout all of his testimony as one of the key guys in charge of these kinds of sales, he understood very well what "abandonment" meant.

There was some back and forth, well, you're calling for legal conclusion. So the question was asked, what do you understand abandonment to be, and he explained it, and it was essentially the same thing as the legal concept.

So, again, that goes to the importance of why this issue, instead of creating a triable issue, actually resolved the issue as a matter of law.

Okay. Final point here. The next thing, the plaintiff confirmed the easement when it entered into a licensing agreement regarding the property in May of 2016. We get this evidence from the McNerney declaration, paragraph 11, Exhibit 4.

And then, I think I have this right. The property was then again recently licensed to a railroad maintenance and construction contractor to support its work on the Peninsula Corridor Electrification Project for CalTrain. That comes from the McNerney declaration, paragraph 7, Exhibit 3.

So, in sum, there was no unequivocal and decisive acts on the part of the railroad which would clearly show an intention to abandon.

That's actually a paraphrase. That shouldn't be in quotes. That's from the "Doelger II" case, 179 Cal. App. 2nd at 236.

That's the standard I have to look to and to see if that standard was met. That's the basis on which I'm granting summary judgment in favor of the defendant on plaintiff's complaint and the cross-complaint.

Okay. So, Mr. Preonas, I assume you would like to take a moment to argue.

MR. PREONAS: Yes, Your Honor. I did my best to take notes here, and I'll try to stick to the order of Your Honor's discussion.

I'd like to start with Mr. Krantz's testimony. The deposition testimony was clear that he was nowhere near the easement when it was reserved in 1990. He was not an employee. He is incompetent to testify as to what the intention of the grantor was in that stage. There were objections that we have submitted on the record to this type of testimony.

So, Mr. Krantz is incompetent to testify as to any intention of the railroad at the time that it reserved this -- this easement.

The second aspect of it is, I think that the Court is grossly misconstruing what this easement is. It is, from top to bottom, the four corners of this document which you have to look at and consider in total, is a form of railroad easement, and we have cited and discussed this at length in our papers. But what it

is, is a railroad easement, and has provisions dealing with rail crossing.

The -- the conclusion of the Court that this is a -- an easement that has a separate standalone easement for communications facilities is -- is contrary to the plain language of the document and what it -- what it means when you consider it as a whole.

There are provisions for a signal cabinet area. That's a unique piece of railroad equipment. There is no indication anywhere in the record of any telecommunications use whatsoever of this railroad easement.

Mr. Krantz was asked to produce documents relating to the use of the railroad easement, and he produced nothing. There has never been any telecommunications equipment in this easement, for all we know. If there was any, it's certainly been removed, tied up and abandoned.

And so, we really -- I think that the "Doelger" case, "Doelger II" is a perfect roadmap for this case. And, in that case the Court found that the easement was abandoned based upon a number of factors showing intention to abandon. And, I'll list them for the record here.

Removal of tracks. That's -- that's undisputed

on the record. There are no tracks anywhere in the easement. Any tracks that have been in the easement have long been pulled up. That's the cardinal factor that Courts are supposed to look at when they're considering abandonment of a railroad easement. And, that's undisputed on the record that the tracks have not been there for many, many years.

Non-use for railroad purposes. Again, that's clear for the record this has not been used. The Railroad decided they didn't need this property to support railroad operations. And, we went through all 12 committees who signed off on saying this property was no longer needed for rail use. And, that was Mr. Krantz's deposition testimony that he had to walk this through all 12 departments.

And, ownership by a non-railroad. That's another factor that the "Doelger II" court cites. This property was transferred to Mr. McNerney for the purposes of real estate development.

Mr. McNerney has bought and sold different railroad properties in San Francisco and turned them into real estate developments for non-railroad use. That's in the record.

He has bought property from Union Pacific, bought property from the railroads prior. He's

redeveloped them as residential property, and has no intention of ever using the property for railroad purposes, and nor does the railroad. That's why he sold it to them.

He filed preliminary project assessments with the Cal -- city of San Francisco. He hired an acoustical engineer to deal with residential construction projects. He hired a soils engineer to determine how to build a building on this that would support a five-story residential construction.

This idea that this property is going to be a telecommunications hub or some kind of railroad is just -- it's not supported by any evidence on the record whatsoever.

There's a physical alteration. I mean, when you talk -- and then, when the -- when the -- when the railroad transferred the deed to Mr. McNerney in 2015, it specifically eliminated certain portions of that reservation in 1990, in particular the most important being that he -- that they did not convey the mainline right of way.

So, the idea that this property was ever going to be used as a railroad subsequent to transfer to Mr. McNerney is just not supported by any evidence on the record. Okay?

So far as this idea that, again, that there is a telecommunications easement hiding within this form of railroad easement, the document -- it's clearly denominated as a railroad easement -- form of railroad easement.

And in a great majority of cases, which Courts have considered these, the uses for telecommunications lines are ancillary to the railroad use. And, that's in the "Doelger" case. That's cited as something that's ancillary to the railroad use, and as well as in the "Doelger I" case.

And, the idea that this renders it surplusage, I just don't agree with Your Honor's conclusion that communications and lines facilities are somehow separate easements, when it's clearly denominated on Exhibit B to the 1990 grant deed as a form of railroad easement.

This was, for all intents and purposes, a railroad easement. It has provisions for a signal cabinet area, provisions for rail crossing. All of these -- all of these -- the language of the Schedule B, it's a mainline easement.

These are all railroad terminologies, Your Honor, and the idea that there is some sort of separate communications line is just not supported by any meaningful language in the -- in the grant deed or in

the quitclaim deed that was conveyed to Mr. McNerney.

And, under the "Doelger II" case that the Court cites, this is the perfect road map for this case. And the Court should follow "Doelger II" and find that this easement is abandoned, because at a minimum there are triable issues of fact as to what the nature of this telecommunications use is.

We have no evidence on the record of any telecommunications use whatsoever, and so that -- to the extent that the Court is saying this document is ambiguous, it must be construed in favor of the grantor, well, we should be entitled to submit evidence on the record at trial regarding what the telecommunications use, if any, was.

Right now there is zero evidence on the record of any sort of telecommunications use. Mr. Krantz said he didn't know of any telecommunications facilities. Mr. McNerney testified that he hadn't seen any telecommunications equipment within the easement.

This is -- the Court is just taking a far too narrow reading of this -- this form -- far too broad reading of this form of railroad easement that's clearly, you know, limiting this use to a railroad use.

And, there is a unique body of law that we have set forth in our moving papers -- our opposition and

reply -- that these former railroad easements are historically treated much differently than traditional easements in terms of their abandonment. And, when the tracks come up and it gets transferred to another -- another owner for the purposes of non-railroad use, then the easement gets abandoned.

And, the idea that you're going to -- we're going to hold up redevelopment of an industrial property that's being repurposed for residential use in San Francisco, where there is a gross shortage of housing, and we're going to allow this ancient easement that has a telecommunications facility that goes to nowhere to hold up a development of much needed housing, that's just nuts, Your Honor.

And, I just -- you know, this is -- this is an easement that needs to be expunged from the record. We -- the idea that -- I'm going to talk about the ProVen contract, Your Honor. I think there is a disputed issue of fact there.

Your Honor has concluded this is a railroad use. We have the president of ProVen Management testifying this wasn't a railroad use, this was for parking. This was for parking of light trucks and vehicles of employees. They didn't even have to get a permit to do any -- anything with regard to how they

used this property of defendant when they were working -- working on their subcontract.

So, the idea that -- it's undisputed that this was a rail -- a bonified railroad use of the defendant's property is certainly not supported by the record as undisputed. It's vehemently disputed. Mr. Gilmartin is the president of ProVen Management, and says he didn't -- there wasn't a railroad use.

Furthermore, if you actually look at -- if we look at Mr. Gilmartin's declaration, the area of the property that was used to actually access defendant's property was outside of the existing metes and bounds of the easement, and so the easement wasn't even used by ProVen Management for any purpose. They used an area that was outside of that easement. And, that's very clear from his declaration that the access roadway that they utilized to access defendant's property to park vehicles is not within the metes and bounds of the deeded easement.

Secondly --

THE COURT: Let me just ask you a question on that point: So, is your point that the defendant's property was not landlocked without the use of this easement, they had another access? Is that what you're saying?

MR. PREONAS: There is access. It abuts Blanken Avenue. That is certainly a triable issue of fact which I can get to now, but there is ample evidence on the record that -- that the property is not landlocked; okay?

Mr. McNerney testified in his own declaration that the access via the existing easement was the most convenient access. It wasn't -- he didn't testify that it was landlocked. And, that's in our -- and that's in our opposition and our reply. Mr. McNerney didn't testify his property was landlocked.

Mr. -- Mr. Pierce testified that it's not landlocked. There are numerous conceptual drawings of the development potential for this property on the record that show that there is access to Blanken Avenue, it abuts a major thoroughfare, it's -- it's -- and it's not a landlocked property.

It's just not, Your Honor. That's certainly a triable issue of fact, if not an outright contrary fact, because it isn't landlocked. And, there is photo evidence on the record that it's not landlocked, and this is plaintiff's volume of evidence at page 277.

The preliminary project assessment that Mr. -- the defendant filed to develop his property is entitled Blanken Avenue Development, which is -- which is the

property that abuts the northern end, which is on Blanken Avenue. So, this is not a landlocked property, Your Honor. That's -- that's --

THE COURT: Okay. Understood. Thank you for clarifying.

MR. PREONAS: And then, the idea that this temporary license agreement is somehow confirming the existence of the easement. There is no dispute that we acknowledge that these easements are in the chain of title. That's why we have gone around trying to work with defendant to come up with a way to get them out of the chain of title so that we can develop this property to provide thousands of houses to San Franciscans in the southeast section of the city where, you know, the housing stock is on very short supply. And so, we have worked hard to try and do that.

But the idea that because we entered into a license agreement to build a retaining wall -- which this is -- this is Mr. Pierce's declaration. He very clearly walks us through what this license agreement was for.

It wasn't confirming anything. There is definitely a triable issue of fact as to what this document was, if Your Honor is taking the position that it's confirming the perpetual existence of the easement.

That's just not the case. It specifically states in the document that it can't be recorded.

So, if it was intended to set -- to settle title to the end of time, it would have certainly been something that the parties would have been permitted to record.

This was a document that was -- that was drafted so that my client could have access to his property to construct a retaining wall, and they needed to be on their neighbor's property to do that. Happens all the time. It doesn't affect deeded property rights through the end of time.

And so, those -- that's the ProVen contract, and that's the temporary license agreement. I think there are certainly triable issues of fact of what those documents are to me, and Your Honor can't take the position that those were intended to set -- settle property rights to the end of time.

The other issue I take with Your Honor's tentative, respectfully, is that it's giving way too much credence to what Mr. Krantz is testifying as to how easements are abandoned.

I mean, the idea that UP -- or Union Pacific Railroad -- has to sign off and say, yes, we agree that these easements have been abandoned. That's just not

the law, Your Honor. That's a clear error of law for the Court to conclude that in order for an easement to be abandoned the holder of the dominant estate has to somehow agree to the abandonment. That's just not the law. And, we've thoroughly briefed that in our reply papers where there would be no -- there would be no doctrine of common law abandonment if we had to -- if every time an easement needed to be abandoned that we had to call up Robert Krantz and have him call all 12 departments and say, yes, we agree it's abandoned.

You can't allow Mr. Krantz to testify as to what the law is on abandonment of easements. He is the railroad. He is always going to take the position that it's not abandoned, and he is going to want his pound of flesh, and that's what his deposition testimony is.

He is protecting his buyer because he quitclaimed an interest in the easement with no guarantee as to what it was, no warranty as to whether it was going to continue to exist, and that's what railroads do. They say we have an easement until we say we don't. That's not the law, Your Honor. "Doelger" is very clear on that.

"Doelger" walks us through exactly what the indicia of intent to abandon are, and I have walked through all five of those steps, Your Honor, and they're

all present here, one through five, in spades; okay?

And, the idea that Mr. Krantz is going to come in and offer deposition testimony with zero documentation of any historical views and the Court is going to swallow that hook, line and sinker and not look at the factors under the case law, all of which show intention to abandon, is going to be a gross error of law.

THE COURT: Thank you.

MR. LOWENTHAL: Thank you, Your Honor.

Well, Your Honor, I think you certainly got the law right. It's clear here in a reservation under the Civil Code it's interpreted in favor of the grantor, which would be the railroad and, consequently, our client, the defendant in this case.

Also, the key issue in abandonment in every single case that was cited to you is the intention of the parties, and that's -- in fact, it goes to the -- to the effect that many of those cases says it's determinative what the intention of the parties is.

And, lastly, to prove abandonment you need -- my quote was -- clear, decisive and unequivocal evidence necessary to prove abandonment. As the Court recognizes, none of that is here in this case, and that's why defendant is entitled to summary judgment.

With respect to Mr. Krantz, you couldn't have said it any better, Your Honor. Krantz is the guy. To characterize that he wasn't working for the railroad -- he started in 1979 with the railroad. That's at page 10 of his deposition, Your Honor. He left for a short period of time, but as we know, his job was selling excess railroad real estate.

He had no skin in the game. There is no claim against the railroad here. There can't be a claim. If you look at the deeds, there is a release of the railroad. He just testified to the truth. He testified truthfully as to -- as to what happened.

He also, in his deposition and many of the records that you cited to, Your Honor, he testified that the standard practice of the railroad, which is clearly admissible, the claim that Krantz's testimony is inadmissible for lack of foundation is completely wrong.

He was an employee of the two railroads the entire time. He had knowledge of the standard practice and procedure of the railroads with respect to abandonment and the intent to abandon through the entire time.

And we put in admissible records, which the Court cited to, which showed how this property was marketed with the relative easements, with the spur and

trail, with the access roadway easement. All those records unequivocally show not abandonment, it shows this is what they were selling, this is what they intended, the intent of the parties.

We also, with respect to the intent of the parties, we have -- this wasn't a grant of the -- the grant to plaintiff's predecessor, was to plaintiff. These are just name changes. Plaintiff was in that deal.

Plaintiff never contested, never claimed abandonment in all the correspondence, in all the years, and everything that went back and forth. The Railroad was trying to sell it to plaintiff because they were the natural buyer. They never said, oh, that's been abandoned. We don't have to worry about that. They just didn't want to make the deal.

And so, the Krantz testimony is -- is certainly right on point. He's the person most knowledgeable. He's also the PMK for the railroad; okay? We couldn't get anybody more important, more knowledgeable than Krantz.

As far as the form of the railroad easement, Your Honor, it's -- it's taken as a whole, considering the intent, resolving any ambiguities in favor of the grantor. It's clear that plaintiff's interpretation

that if you don't have rail lines there that means you have abandoned is just too narrow. That's not what this easement was about. It's not what was sold to Mr. McNerney.

As far as "Doelger," I want to talk about -- I have a pet peeve on "Doelger." I don't think it was ever recognized, and I guess we didn't do a good job of pointing it out.

Not only was that easement for railroad purposes only -- only, period -- which is obviously a huge distinguishing factor, but it was a grant of an easement.

It wasn't a reservation like we have in our case. It's like when the railroad -- me, I own some property, and I say, okay, Railroad, you can go over my property, and I grant you an easement. So, that's a grant. So if I give up, that's a lot different than when you -- than when the Railroad reserves for the benefit of its remaining property.

What can be more clear of the intent than the express reservation in the -- in the -- in the deed to Tenex and the express conveyance to Mr. McNerney, you know, 20 years later, whatever the time period is.

So, the "Doelger" is not only distinguishable by the fact that it was for railroad only, very clear, I

think it's like five words in all those cases that went up and down and back and forth, but it's a grant, which was another distinguishing factor.

My next pet peeve with "Doelger" is -- and although Mr. Preonas is a fine lawyer, and says all of his characteristics for me, he forgot to tell you the railroad was liquidated in "Doelger." They no longer were doing business. That is a major factor.

Also, they had reconveyed -- remember, it's a grant, so they had given up all their lines sort of leading up to the -- I don't want to say it's the "Doelger" property, because I don't remember who owned the survey in the state -- but they had given up their lines going up to that point.

So, what's a better showing? We're out of business. We're not doing any business. We're trying to rehabilitate. But, the Court said that didn't make any sense. And, then they were -- they had given up all the lines up until that point. "Doelger" is distinguishable on -- I think it holds for us. That's my favorite way of characterizing --

THE COURT: Say it again.

MR. LOWENTHAL: I say "Doelger" holds for me, not against me. When you look at the characteristics and the factors and the differences, I think "Doelger"

is a positive case for us, not a negative case. Remember, "Doelger I" just turned on a res judicata issue; it's really "Doelger II."

As far as the mainline easement not being conveyed to Mr. McNerney, that was the only consider -- of course it wasn't conveyed to him. He's not running a railroad. That's Cal Train. He didn't have -- he wasn't running the Cal Train lines. Southern Pacific, on the other hand, is running freight trains up and down those lines, so that's why that wasn't given to Mr. McNerney.

As far as this -- the -- you know, this hold-up, this development thing, they have been developing this property for 35 years and haven't gotten off the ground with it. It's been approved, and it's in the record for two phase development. They can develop the vast majority of the property. All they have to do is resolve -- resolve things with -- with us.

As far as the landlocked, Mr. Krantz perceived it as landlocked. And if you went out to this day, you would perceive it as landlocked too because of the grade differential. Yes, it abuts Blanken if you go up a ladder. So -- and that's what Mr. Krantz described in his deposition, and that's why it was so important for him and for the railroad never to give up the

alternative access, because no one knew what the cost of the effectiveness was to get to Blanken -- to get to Blanken Avenue.

I'm not saying technically the property doesn't go to Blanken, it does, but there is a huge grade, and that's what Mr. Krantz described for us at his -- at his deposition.

As far as --

THE COURT: I just have a question. What Mr. Preonas tells me is, listen, there is a triable issue of fact. Just because Krantz said it's landlocked, or other people say it's landlocked on one side, he said his decks and his evidence show that that's not the case.

MR. LOWENTHAL: It can be a triable issue of fact, but that's not the fact you're looking at. You're looking at whether there was abandonment. The fact that -- whether or not the property is landlocked isn't the issue. The issue is, what was the intent of the parties. And, Mr. Krantz's and the Railroad's intent was to make sure that they reserved this easement for the benefit and a different route because of the topography. The intent is the issue, not the physical -- and that's every case that you -- I'm sure you read -- I can tell you read, because you cited them to us

all.

It's the intent of the parties which is the determinative factor. The railroad -- and, Mr. Krantz is very honest. We don't give them up. That's his job. He couldn't sell excess railroad property. Again, this isn't just a grant of a right-of-way. This is property for which the railroad owns the property, fee title, for which these ben -- these easements are appurtenant. So, he couldn't sell excess property if every time the railroad didn't -- it wasn't a railroad, you abandon it.

Think about that rule. The railroad would never have the ability to sell express property because under the Preonas rule it would automatically have been abandoned. That's just not the case.

Mr. Preonas, I think, is putting way too much emphasis on -- and it's Black letter law -- the only evidence he could ever point to was non-use. That's it. And the law couldn't be clearer that non-use isn't enough. You need non-use, plus an intent to abandon.

And the evidence here, you need -- I guess you need non-use plus a clear, decisive and unequivocal intent to abandon. And, that evidence doesn't exist here. It's directly to the contrary. And, it's in all the evidence we put before you, and there is no reasonable interpretation, Your Honor.

And, I'll slow down. I'm trying to breathe and talk at the same time.

There is no reasonable interpretation of it, as you pointed out, any other way. These questions of fact are immaterial. They're not going to the intent of the parties and what happened in the transaction.

And, we think the tentative is right on, Your Honor, and you've correctly pointed out the evidence in the law.

THE COURT: Okay. Mr. Preonas, anything further before I move to my next matter?

MR. PREONAS: Yes. Briefly, Your Honor, I would like to respond. I would like to call the Court's attention to Mr. Krantz's deposition testimony. It's at page 39, line 11, through 39; 20, for the record. And, this goes to the Court's perception that this document includes numerous separate easements that are apart from railroad use.

And, under questioning to Mr. Krantz:

"And the non-exclusive easement for the access roadway's separate and apart from any railroad use, correct?"

"Not necessarily" -- answer -- "it was used to access the property sold to Patrick, but directly abutting access is this rail easement. So that access

road would allow at the time Southern Pacific forces, meaning employees, to use that non-exclusive access road to maintain the railroad tracks in the abutting easement area."

There is certainly a triable issue of fact as to whether or not this access easement roadway is intended to be ancillary to railroad lines or not. And the conclusion of the Court that this is -- this form of railroad easement is really several different easements for lots of different purposes is not supported by the evidence on the record from Mr. Krantz's own deposition in which he is being questioned by plaintiff's attorney at that point, and he doesn't swallow their version of the facts.

So, there is definitely triable issues of fact here, Your Honor. I think the Court needs to go back and review what the law on intention to abandon is because there is never going to be a case where an easement owner says, yes, I agree, I abandoned, and here is your quitclaim deed. That's not what common law abandonment is about. It's about what are the indicia of intent, and they're all present here in spades, Your Honor.

MR. LOWENTHAL: Let me just reply to that just briefly. One, first of all, this isn't the easement

owner. The railroad sold it six or seven years ago.

What was really just -- I think it's unfair to read the language that Mr. Preonas read without reading the next five lines.

Question by me, Your Honor, on page -- line 21, page 39:

"The intent was also that when you sold to Patrick, for example, that he would use the access easement to access his property, whether he was using it for railroad purposes or not?

"Answer: Yes, that's correct."

So, let's talk about intent. Let's not cite ten lines out of context. I followed up that question because I didn't really understand his answer when he said "not necessarily." I never know if that's an -- if that's a yes or if that's a no.

So I said: "The intent was also that when you sold to Patrick, for example, that he could use the access easement to access his property whether he was using it for railroad purposes or not?

"Answer: Yes, that's correct."

That's line -- that's page 9, lines 21 to 25.

So, going back to intent of the parties. The intent is clear, Your Honor, there is no abandonment here. Thank you.

THE COURT: Appreciate that. And, you know, to Mr. Peronas, right, I don't think the test is somebody has to agree. I think the test is, I have to look at the evidence and see what the intent was. So, that's what I struggled to do in terms of looking at all of the evidence and reading all the cases.

But, I hear your argument, and granting summary judgment is always an unpleasant thing for the person against whom it is being granted, so I will take your arguments into consideration and review my tentative; okay?

MR. PREONAS: Thank you, Your Honor.

MR. LOWENTHAL: Thank you, Your Honor.

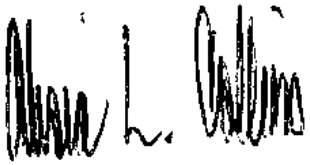
(Proceedings adjourned at 11:52 a.m.)

State of California) ss:
County of Solano)

I, Alesia L. Collins, CSR No. 7751, CLR, do hereby certify:

That the foregoing proceedings were taken before me, at the time and place therein set forth, that the PROCEEDINGS were recorded stenographically by me, and were thereafter transcribed under my direction and supervision, and that the foregoing pages contain a full, true and accurate record of all proceedings and testimony to the best of my skill and ability.

IN WITNESS WHEREOF, I have subscribed my name this 18th day of July, 2021.



ALESIA L. COLLINS, CSR No. 7751, CLR

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):

APP-003 Appellant's Notice Designating Record on Appeal

addressed to each such addressee respectively as follows:

Jeffrey H. Lowenthal
Dana Andreoli
STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
Telephone: (415) 421-3400
Facsimile: (415) 421-2234
jlowenthal@steyerlaw.com
dandreoli@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.

[x] **VIA E-MAIL** by causing a true copy and/or original thereof to be attached to an electronic message and sent to the address(es) above at their personal e-mail address(es) listed above.

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 September 10, 2021, at Los Angeles, California.

MEGAN ZERGA

Contact Us

THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

Case Number: CGC19579667
Title: VISITACION INVESTMENT, LLC, VS. 424 JESSIE HISTORIC PROPERTIES, LLC ET AL
Cause of Action: QUIET TITLE - REAL PROPERTY
Generated: 2021-09-01 3:08 pm

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Register of Actions

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Date	Proceedings	Document	Fee
2021-08-31	NOTICE OF APPEAL (TRANSACTION ID # 66894978) FILED BY APPELLANT VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	View	$100.00
2021-08-26	MEMORANDUM OF COSTS AND DISBURSEMENTS, $8,702.78 TOTAL COSTS, MATURE DATE SEP-15-2021,, (TRANSACTION ID # 66882278) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2021-08-24	NOTICE OF ENTRY OF JUDGMENT (TRANSACTION ID # 66877175)	View	
2021-08-23	THE COURT ORDERED THE FOLLOWING JUDGMENT ENTERED: IT IS ADJUDGED THAT PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY TAKE NOTHING FROM DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC (SEE SCANNED JUDGMENT IN FAVOR OF DEFENDANT AND CROSS-COMPLAINANT 424 JESSIE HISTORIC PROPERTIES, LLC AGAINST PLAINTIFF AND CROSS-DEFENDANT VISTACION INVESTMENT, LLC. FOR FULL DETAILS.)	View	
2021-08-04	REMOVED FROM MASTER COURT CALENDAR ON AUG-09-2021. ASSIGNED TO CASE MANAGEMENT DEPARTMENT 610 ON NOV-10-2021 AT 10:30 AM FOR CASE MANAGEMENT CONFERENCE FOR FILING OF JUDGMENT. NOTICE SENT BY COURT. (206)	View	
2021-07-16	NOTICE OF ENTRY OF ORDER/NOTICE OF RULING FILED 1) GRANTING DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC'S MOTION FOR SUMMARY JUDGMENT; AND 2)TAKING PLAINTIFF VISITACION INVESTMENT, LLC'S MOTION FOR SUMMARY JUDGMENT OFF CALENDAR AS MOOT. (TRANSACTION ID # 66772783) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2021-07-15	ORDER 1) GRANTING DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC'S MOTION FOR SUMMARY JUDGMENT; AND 2)TAKING PLAINTIFF VISITACION INVESTMENT, LLC'S MOTION FOR SUMMARY JUDGMENT OFF CALENDAR AS MOOT. (SEE SCANNED ORDER FOR DETAILS)	View	
2021-07-15	REAL PROPERTY/HOUSING MOTION 210, PREV. TAKEN UNDER SUBMISSION ON 7/6/21, 424 JESSIE HISTORIC PROPERTIES LLC MOTION AND MOTION FOR SUMMARY JUDGMENT ON COMPLAINT AND CROSS-COMPLAINT OR ALTERNATIVELY SUMMARY ADJUDICATION. GRANTED. ORDER IS SIGNED. (SEE SCANNED ORDER FOR DETAILS)(210)		
2021-07-15	REAL PROPERTY/HOUSING MOTION 210, PREV. TAKEN UNDER SUBMISSION ON 7/6/21, PLAINTIFF VISITACION INVESTMENT, LLC'S MOTION FOR SUMMARY JUDGMENT , OR IN THE ALTERNATIVE, FOR SUMMARY ADJUDICATION. OFF CALENDAR AS MOOT. ORDER IS SIGNED. (SEE SCANNED ORDER FOR DETAILS)(210)		
2021-07-06	REAL PROPERTY/HOUSING MOTION, 210, 424 JESSIE HISTORIC PROPERTIES LLC'S MOTION FOR SUMMARY JUDGMENT ON COMPLAINT AND CROSS-COMPLAINT OR ALTERNATIVELY SUMMARY ADJUDICATION. TAKEN UNDER SUBMISSION. (AS FULLY REPORTED IN THE REPORTER'S NOTES/TRANSCRIPT) JUDGE: VEDICA PURI, CLERK: M. GOODMAN, COURT REPORTER: ALESIA COLLINS, CSR #7751, 415-591-3333, ALESIACSR@YAHOO.COM. REPORTED. (210)		
2021-07-06	REAL PROPERTY/HOUSING MOTION, 210, PLAINTIFF VISITACION INVESTMENT, LLC'S MOTION FOR SUMMARY JUDGMENT , OR IN THE ALTERNATIVE, FOR SUMMARY ADJUDICATION. TAKEN UNDER SUBMISSION. (AS FULLY REPORTED IN THE REPORTER'S NOTES/TRANSCRIPT) JUDGE: VEDICA PURI, CLERK: M. GOODMAN, COURT REPORTER: ALESIA COLLINS, CSR #7751, 415-591-3333, ALESIACSR@YAHOO.COM. REPORTED. (210)		
2021-07-06	MINI MINUTES FOR JUL-06-2021 09:30 AM FOR DEPT 210		
2021-07-06	MINI MINUTES FOR JUL-06-2021 09:30 AM FOR DEPT 210		

Date	Proceedings	Document	Fee
2021-07-01	MASTER COURT CALENDAR SET FOR JUL-12-2021 CONTINUED TO MASTER CALENDAR COURT ON AUG-09-2021 AT 9:30 AM IN 206		
2021-07-01	MASTER MOTION CALENDAR ON JUL-01-2021 IN 206 -- APPEARANCE IN PERSON BY JEFFREY LOWENTHAL, ESQ. FOR DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC; STEPHEN G. PREONAS, ESQ. (ON COURTCALL) FOR PLAINTIFF VISITACION INVESTMENT, LLC -- THE COURT MADE A DISCLOSURE RE: DEFENDANT'S COUNSEL, MR. LOWENTHAL. PLAINTIFF MADE NO OBJECTION. PLAINTIFF'S MOTION TO CONTINUE TRIAL IS GRANTED. THE TRIAL DATE OF 7/12/21 IS CONTINUED TO 8/9/21 IN DEPT. 206 AT 9:30 AM. ALL DEADLINES AND DISCOVERY TO TRACK THE NEW TRIAL DATE. ORDER SIGNED. PARTIES WAIVE NOTICE OF THE NEW TRIAL DATE. MR. PREONAS, ESQ. TO SERVE THE ORDER. JUDGE: SAMUEL K. FENG; CLERK: JIROQUE; COURT REPORTER: MATTER NOT REPORTED. (206)		
2021-07-01	ORDER GRANTING MOTION TO CONTINUE TRIAL DATE	View	
2021-06-28	REMOVED FROM SETTLEMENT CONFERENCE CALENDAR SET FOR JUN-23-2021 - HELD AND NOT SETTLED (3.0)		
2021-06-25	MASTER CALENDAR MOTION CALENDAR,MOTION OF PLAINTIFF TO CONTINUE TRIAL ADVANCED FROM JUL-20-2021 TO JUL-01-2021 9:30 AM IN DEPT. 206 PER EX PARTE ORDER FILED ON 6/25/21. (206)		
2021-06-25	ORDER GRANTING EX PARTE APPLICATION OF PLAINTIFF FOR ORDER TO ADVANCE HEARING ON MOTION TO CONTINUE TRIAL DATE	View	
2021-06-24	MEMORANDUM IN SUPPORT OF PLAINTIFF?S MOTION TO CONTINUE TRIAL DATE (TRANSACTION ID # 66714587) FILED BY PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	View	
2021-06-24	DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION OF PLAINTIFF TO CONTINUE TRIAL DATE (TRANSACTION ID # 66714587) FILED BY PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	View	
2021-06-24	NOTICE OF MOTION AND MOTION OF PLAINTIFF TO CONTINUE TRIAL (TRANSACTION ID # 66714587) FILED BY PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY HEARING SET FOR JUL-20-2021 AT 09:30 AM IN DEPT 206	View	$60.00
2021-06-24	EX PARTE APPLICATION OF PLAINTIFF FOR ORDER TO ADVANCE HEARING ON MOTION TO CONTINUE TRIAL DATE OR, IN THE ALTERNTATIVE, FOR ORDER TO CONTINUE TRIAL DATE; SUPPORTING MEMORANDUM AND DECLARATION (TRANSACTION ID # 66714538) FILED BY PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	View	$60.00
2021-06-10	LAW AND MOTION 302, DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC'S MOTION FOR SUMMARY JUDGMENT ON COMPLAINT AND CROSS-COMPLAINT OR ALTERNATIVELY SUMMARY ADJUDICATION IS TRANSFERRED TO DEPT 501 ON JUNE 10, 2021 AT 9:30AM. THAT DEPARTMENT HANDLES ALL HOUSING/HABITABILITY CASES PER SF LOCAL RULE 8.10A1. JUDGE: ETHAN P. SCHULMAN, CLERK: S. LE, NOT REPORTED. =(302/EPS)		
2021-06-10	ADDED TO CALENDAR FOR 424 JESSIE HISTORIC PROPERTIES LLC MOTION AND MOTION FOR SUMMARY JUDGMENT ON COMPLAINT AND CROSS-COMPLAINT OR ALTERNATIVELY SUMMARY ADJUDICATION HEARING SET FOR JUL-06-2021 AT 09:30 AM IN DEPT 210		
2021-06-10	ADDED TO CALENDAR FOR PLAINTIFF VISITACION INVESTMENT, LLC'S MOTION FOR SUMMARY JUDGMENT , OR IN THE ALTERNATIVE, FOR SUMMARY ADJUDICATION HEARING SET FOR JUL-06-2021 AT 09:30 AM IN DEPT 210		
2021-06-10	REAL PROPERTY/HOUSING MOTION 501, NOTICE OF 424 JESSIE HISTORIC PROPERTIES LLC MOTION AND MOTION FOR SUMMARY JUDGMENT ON COMPLAINT AND CROSS-COMPLAINT OR ALTERNATIVELY SUMMARY ADJUDICATION IS TRANSFERRED TO DEPARTMENT 210 TO BE HEARD ON JULY 6, 2021 PER THE ORDER OF THE PRESIDING JUDGE. JUDGE: CHARLES F. HAINES; CLERK: J. MURPHY; NOT REPORTED. (D501)		
2021-06-10	REAL PROPERTY/HOUSING MOTION 501, PLAINTIFF VISITACION INVESTMENT, LLC'S MOTION FOR SUMMARY JUDGMENT , OR IN THE ALTERNATIVE, FOR SUMMARY ADJUDICATION IS TRANSFERRED TO DEPARTMENT 210 TO BE HEARD ON JULY 6, 2021 PER THE ORDER OF THE PRESIDING JUDGE. JUDGE: CHARLES F. HAINES; CLERK: J. MURPHY; NOT REPORTED. (D501)		
2021-06-10	MINI MINUTES FOR JUN-10-2021 09:30 AM FOR DEPT 302		
2021-06-10	MINI MINUTES FOR JUN-10-2021 09:30 AM FOR DEPT 501		
2021-06-10	MINI MINUTES FOR JUN-10-2021 09:30 AM FOR DEPT 501		
2021-06-09	ADDED TO CALENDAR FOR NOTICE OF 424 JESSIE HISTORIC PROPERTIES LLC MOTION AND MOTION FOR SUMMARY JUDGMENT ON COMPLAINT AND CROSS-COMPLAINT OR ALTERNATIVELY SUMMARY ADJUDICATION HEARING SET FOR JUN-10-2021 AT 09:30 AM IN DEPT 501		

Date	Proceedings	Document	Fee
2021-06-04	PROOF OF SERVICE (TRANSACTION ID # 66660508) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2021-06-04	OBJECTIONS TO VISITACION INVESTMENT, LLC EVIDENCE FILED IN OPPOSITION TO 424 JESSIE HISTORIC PROPERTIES, LLC MOTION FOR SUMMARY JUDGMENT OR, ALTERNATIVELY, SUMMARY ADJUDICATION (TRANSACTION ID # 66660508) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2021-06-04	REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF 424 JESSIE HISTORIC PROPERTIES, LLC MOTION FOR SUMMARY JUDGMENT OR, ALTERNATIVELY, SUMMARY ADJUDICATION (TRANSACTION ID # 66660508) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2021-06-04	REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT OR, ALTERNATIVELY, SUMMARY ADJUDICATION (TRANSACTION ID # 66660508) (TRANSACTION ID # 66660508) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2021-06-04	REPLY OF PLAINTIFF VISITACTION INVESTMENT, LLC IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE SUMMARY ADJUDICATION ON REPLY MEMORANDUM IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, SUMMARY ADJUDICATION; PLAINTIFF'S OBJECTIONS TO EVIDENCE RE DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, SUMMARY ADJUDICATION; REPLY DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION OF PLAINTIFF FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, SUMMARY ADJUDICATION(TRANSACTION ID # 66660169) FILED BY PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	View	
2021-06-04	REPLY DECLARATION OF STEPHEN G. PREONAS IN SUPPORT OF MOTION OF PLAINTIFF FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, SUMMARY ADJUDICATION (TRANSACTION ID # 66660169) FILED BY PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	View	
2021-06-04	PLAINTIFF'S OBJECTIONS TO EVIDENCE RE DEFENDANT?S OPPOSITION TO PLAINTIFF?S MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, SUMMARY ADJUDICATION (TRANSACTION ID # 66660169) FILED BY PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	View	
2021-06-04	REPLY MEMORANDUM IN SUPPORT OF PLAINTIFF?S MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, SUMMARY ADJUDICATION (TRANSACTION ID # 66660169) FILED BY PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	View	
2021-05-27	PROOF OF SERVICE BY ELECTRONIC MAIL (TRANSACTION ID # 66640977) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2021-05-27	OBJECTIONS TO VISITACION INVESTMENT LLC EVIDENCE FILED IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT OR ALTERNATIVELY SUMMARY ADJUDICATION (TRANSACTION ID # 66640977) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2021-05-27	SEPARATE STATEMENT IN OPPOSITION TO VISITACION INVESTMENT LLC MOTION FOR SUMMARY JUDGMENT OR ALTERNATIVELY SUMMARY ADJUDICATION (TRANSACTION ID # 66640977) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2021-05-27	DECLARATION OF STACEY QUAN IN OPPOSITION TO VISITACION INVESTMENT LLC MOTION FOR SUMMARY JUDGMENT OR ALTERNATIVELY SUMMARY ADJUDICATION (TRANSACTION ID # 66640977) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2021-05-27	DECLARATION OF PATRICK MCNERNEY IN OPPOSITION TO VISITACION INVESTMENT LLC MOTION FOR SUMMARY JUDGMENT OR ALTERNATIVELY SUMMARY ADJUDICATION (TRANSACTION ID # 66640977) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2021-05-27	OPPOSITION TO VISITACION INVESTMENT LLC MOTION FOR SUMMARY JUDGMENT OR ALTERNATIVELY SUMMARY ADJUDICATION (TRANSACTION ID # 66640977) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2021-05-27	PROOF OF ELECTRONIC SERVICE RE OPPOSITION TO DEFENDANTS MOTION FOR SUMMARY JUDGMENT (TRANSACTION ID # 66639630) FILED BY PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	View	
2021-05-27	OBJECTIONS TO EVIDENCE RE DEFENDANTS MOTION FOR SUMMARY JUDGMENT ON COMPLAINT OR ALTERNATIVELY SUMMARY ADJUDICATION (TRANSACTION ID # 66639630) FILED BY PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	View	
2021-05-27	VOLUME 1 OF 1 OF EVIDENCE IN OPPOSITION TO DEFENDANTS MOTION FOR SUMMARY JUDGMENT ON COMPLAINT OR ALTERNATIVELY SUMMARY ADJUDICATION (TRANSACTION ID # 66639630) FILED BY PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	View	
2021-05-27	SEPARATE STATEMENT OF FACTS IN OPPOSITION TO DEFENDANTS MOTION FOR SUMMARY JUDGMENT ON COMPLAINT OR ALTERNATIVELY SUMMARY ADJUDICATION (TRANSACTION ID # 66639630) FILED BY PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	View	

Date	Proceedings	Document	Fee
2021-05-27	MEMORANDUM IN OPPOSITION TO DEFENDANTS MOTION FOR SUMMARY JUDGMENT ON COMPLAINT OR ALTERNATIVELY SUMMARY ADJUDICATION (TRANSACTION ID # 66639630) FILED BY PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	View	
2021-05-25	170.6 PEREMPTORY CHALLENGE PENDING AS TO JUDGE CHARLES F. HAINES (TRANSACTION ID # 66631937) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2021-05-25	NOTICE OF SETTLEMENT CONFERENCE; SETTLEMENT CONFERENCE SET FOR JUN-23-2021 AT 8:30 AM WITH CONFERENCE OFFICER DENNIS J. KELLY	View	
2021-03-24	PROOF OF SERVICE RE MOTION FOR SUMMARY JUDGMENT AND OR SUMMARY ADJUDICATION (TRANSACTION ID # 66452862) FILED BY PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	View	
2021-03-24	VOLUME 2 OF 2 OF EVIDENCE IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, FOR SUMMARY ADJUDICATION (TRANSACTION ID # 66452862) FILED BY PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	View	
2021-03-24	VOLUME 1 OF 2 OF EVIDENCE IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, FOR SUMMARY ADJUDICATION (TRANSACTION ID # 66452862) FILED BY PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	View	
2021-03-24	SEPARATE STATEMENT OF UNDISPUTED MATERIAL FACTS IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, FOR SUMMARY ADJUDICATION (TRANSACTION ID # 66452862) FILED BY PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	View	
2021-03-24	MOTION FOR SUMMARY JUDGMENT , OR IN THE ALTERNATIVE, FOR SUMMARY ADJUDICATION (TRANSACTION ID # 66452862) FILED BY PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY HEARING SET FOR JUN-10-2021 AT 09:30 AM IN DEPT 501	View	$500.00
2021-03-24	MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION OF PLAINTIFF FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, FOR SUMMARY ADJUDICATION OF ISSUES (TRANSACTION ID # 66452862) FILED BY PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	View	
2021-03-23	COURT REPORTING SERVICES LESS THAN 1 HOUR (TRANSACTION ID # 66447511) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC		$30.00
2021-03-23	PROOF OF SERVICE (TRANSACTION ID # 66447511) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2021-03-23	DECLARATION OF STACEY C QUAN IN SUPPORT OF 424 JESSIE HISTORIC PROPERTIES LLCS MOTION FOR SUMMARY JUDGMENT ON COMPLAINT AND CROSS-COMPLAINT OR ALTERNATIVELY SUMMARY ADJUDICATION (TRANSACTION ID # 66447511) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2021-03-23	DECLARATION OF PATRICK MCNERNEY IN SUPPORT OF 424 JESSIE HISTORIC PROPERTIES LLCS MOTION FOR SUMMARY JUDGMENT ON COMPLAINT AND CROSS-COMPLAINT OR ALTERNATIVELY SUMMARY ADJUDICATION (TRANSACTION ID # 66447511) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2021-03-23	SEPARATE STATEMENT OF FACTS IN SUPPORT OF 424 JESSIE HISTORIC PROPERTIES LLCS MOTION FOR SUMMARY ADJUDICATION ON COMPLAINT AND CROSS-COMPLAINT (TRANSACTION ID # 66447511) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2021-03-23	SEPARATE STATEMENT OF FACTS IN SUPPORT OF 424 JESSIE HISTORIC PROPERTIES LLCS MOTION FOR SUMMARY JUDGMENT ON COMPLAINT AND CROSS-COMPLAINT (TRANSACTION ID # 66447511) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2021-03-23	MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF 424 JESSIE HISTORIC PROPERTIES LLCS MOTION FOR SUMMARY JUDGMENT ON COMPLAINT AND CROSS-COMPLAINT OR ALTERNATIVELY SUMMARY ADJUDICATION (TRANSACTION ID # 66447511) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2021-03-23	MOTION FOR SUMMARY JUDGMENT NOTICE OF 424 JESSIE HISTORIC PROPERTIES LLC MOTION AND MOTION FOR SUMMARY JUDGMENT ON COMPLAINT AND CROSS-COMPLAINT OR ALTERNATIVELY SUMMARY ADJUDICATION (TRANSACTION ID # 66447511) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC HEARING SET FOR JUN-10-2021 AT 09:30 AM IN DEPT 302	View	$500.00
2021-02-16	ANSWER TO CROSS COMPLAINT (TRANSACTION ID # 66337651) FILED BY CROSS DEFENDANT VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	View	
2021-01-13	MASTER COURT CALENDAR SET FOR MAY-10-2021 CONTINUED TO MASTER CALENDAR COURT ON JUL-12-2021 AT 9:30 AM IN DEPT. 206 PER STIPULATED EX PARTE ORDER FILED 1/13/21. ALL FURTHER CONTINUANCES OF THE TRIAL DATE MUST BE SOUGHT BY NOTICED MOTION. (206)		
2021-01-13	ORDER GRANTING EX PARTE APPLICATION TO CONTINUE TRIAL DATE PURSUANT TO STIPULATION AND CONTINUING TRIAL	View	

Date	Proceedings	Document	Fee
2021-01-11	PROOF OF SERVICE (TRANSACTION ID # 66243839) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2021-01-11	DECLARATION OF DANA M. ANDREOLI IN SUPPORT OF EX PARTE APPLICATION TO CONTINUE TRIAL DATE PURSUANT TO STIPULATION (TRANSACTION ID # 66243839) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2021-01-11	MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF ITS EX PARTE APPLICATION TO CONTINUE TRIAL DATE PURSUANT TO STIPULATION (TRANSACTION ID # 66243839) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2021-01-11	EX PARTE APPLICATION TO CONTINUE TRIAL DATE PURSUANT TO STIPULATION (TRANSACTION ID # 66243839) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	$60.00
2020-06-17	MASTER COURT CALENDAR SET FOR SEP-28-2020 CONTINUED TO MASTER CALENDAR COURT ON MAY-10-2021 AT 9:30 AM IN 206 PER EX PARTE ORDER FILED ON 6/17/20. (206)		
2020-06-17	ORDER GRANTING EX PARTE APPLICATION TO CONTINUE TRIAL DATE PURSUANT TO STIPULATION AND CONTINUING TRIAL	View	
2020-06-16	PROOF OF SERVICE BY FILE & SERVEXPRESS (TRANSACTION ID # 65702183) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2020-06-16	DECLARATION OF DANA M. ANDREOLI IN SUPPORT OF PARTE APPLICATION TO CONTINUE TRIAL DATE PURSUANT TO STIPULATION (TRANSACTION ID # 65702183) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2020-06-16	MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF EX PARTE APPLICATION TO CONTINUE TRIAL DATE PURSUANT TO STIPULATION (TRANSACTION ID # 65702183) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2020-06-16	EX PARTE APPLICATION TO CONTINUE TRIAL DATE PURSUANT TO STIPULATION (TRANSACTION ID # 65702183) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	$60.00
2020-02-20	NOTICE OF TIME AND PLACE OF TRIAL, COURT TRIAL SET FOR SEP-28-2020 AT 9:30 AM IN DEPT. 206. CASE MANAGEMENT CONFERENCE ON MAR-04-2020 IS OFF CALENDAR. NOTICE SENT BY COURT.	View	
2020-02-19	CASE MANAGEMENT STATEMENT (TRANSACTION ID # 64742496) FILED BY PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY JURY DEMANDED, ESTIMATED TIME FOR TRIAL: 5.0 DAYS	View	
2020-02-18	CASE MANAGEMENT STATEMENT (TRANSACTION ID # 64736645) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC ESTIMATED TIME FOR TRIAL: 5.0 DAYS	View	
2020-02-11	SUMMONS ISSUED TO CROSS COMPLAINANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2020-02-04	CROSS COMPLAINT (TRANSACTION ID # 100095754) FILED BY CROSS COMPLAINANT 424 JESSIE HISTORIC PROPERTIES, LLC AS TO CROSS DEFENDANT VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ROES 1 THROUGH 50, INCLUSIVE	View	
2020-02-04	ANSWER TO COMPLAINT (TRANSACTION ID # 100095754) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	
2019-10-18	NOTICE OF PENDING ACTION (TRANSACTION ID # 64333333) FILED BY PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AS TO DEFENDANT 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 DOES 1 TO 50, INCLUSIVE	View	
2019-10-16	NOTICE OF PENDING ACTION LIS PENDENS (TRANSACTION ID # 64324380) FILED BY DEFENDANT 424 JESSIE HISTORIC PROPERTIES, LLC	View	$450.00
2019-10-15	SUMMONS ON COMPLAINT (TRANSACTION ID # 64319745), PROOF OF SERVICE ONLY, FILED BY PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY SERVED OCT-02-2019, SUBSTITUTE SERVICE ON NATURAL PERSON, MAILING DATE OCT-09-2019 AS TO DEFENDANT 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	View	
2019-10-01	NOTICE TO PLAINTIFF	View	

Date	Proceedings	Document	Fee
2019-10-01	QUIET TITLE - REAL PROPERTY, COMPLAINT FILED BY PLAINTIFF VISITACION INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AS TO DEFENDANT 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 DOES 1 TO 50, INCLUSIVE SUMMONS ISSUED, JUDICIAL COUNCIL CIVIL CASE COVER SHEET FILED CASE MANAGEMENT CONFERENCE SCHEDULED FOR MAR-04-2020 PROOF OF SERVICE DUE ON DEC-02-2019 CASE MANAGEMENT STATEMENT DUE ON FEB-10-2020	View	$450.00

Showing 1 to 91 of 91 entries

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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

Plaintiff/Appellant Visitacion Investment, LLC's appeal from the Judgment entered by the Superior Court, County of San Francisco, on August 23, 2021 before the Honorable Judge Vedica Puri, presiding.

STIPULATION FOR JOINT APPENDIX

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

IT IS STIPULATED by and between Plaintiff/Cross-defendant and Appellant Visitacion Investment, LLC, on the one hand, and Defendant/Cross-complainant and Respondent 424 Jessie Historic Properties, LLC, on the other hand, through their attorneys of record that the contents of the Joint Appendix in this appeal will consist of the following documents:

EXH. NO.	DESCRIPTION	DATE
1.	Complaint Quiet Title – Real Property	10/01/2019
2.	Defendant's Notice of Pending Action Lis Pendens	10/16/2019
3.	Plaintiff's Notice of Pending Action	10/18/2019
4.	Answer to Complaint	2/04/2020
5.	Cross Complaint	2/04/2020
6.	Answer to Cross Complaint	2/16/2021
7.	Defendant's Notice of Motion for Summary Judgment or Alternatively Summary Adjudication	3/23/2021
8.	Defendant's Memorandum of Points and Authorities in Support of Motion for Summary Judgment or Alternatively Summary Adjudication	3/23/2021
9.	Defendant's Separate Statement of Facts in Support of Motion for Summary Judgment	3/23/2021

10.	Defendant's Separate Statement of Facts in Support of Motion for Summary Adjudication	3/23/2021
11.	Declaration of Patrick McNerney in Support of Defendant's Motion for Summary Judgment or Alternatively Summary Adjudication	3/23/2021
12.	Declaration of Stacey C Quan in Support of Defendant's Motion for Summary Judgment or Alternatively Summary Adjudication	3/23/2021
13.	Plaintiff's Notice of Motion and Motion for Summary Judgment or Alternatively Summary Adjudication	3/24/2021
14.	Plaintiff's Memorandum of Points and Authorities in Support of Motion of Plaintiff for Summary Judgment or Alternatively Summary Adjudication	3/24/2021
15.	Plaintiff's Separate Statement of Undisputed Material Facts in Support of Motion for Summary Judgment or Alternatively Summary Adjudication	3/24/2021
16.	Volume 1 of 2 of Evidence in Support of Plaintiff's Motion for Summary Judgment or Alternatively Summary Adjudication	3/24/2021

17.	Volume 2 of 2 of Evidence in Support of Plaintiff's Motion for Summary Judgment or Alternatively Summary Adjudication	3/24/2021
18.	Defendant's 170.6 Peremptory Challenge as to Judge Charles F. Haines	5/25/2021
19.	Plaintiff's Memorandum in Opposition to Defendant's Motion for Summary Judgment on Complaint or Alternatively Summary Adjudication	5/27/2021
20.	Plaintiff's Separate Statement of Facts in Opposition to Defendant's Motion for Summary Judgment or Alternatively Summary Adjudication	5/27/2021
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
22.	Plaintiff's Objections to Evidence Re Defendants Motion for Summary Judgment or Alternatively Summary Adjudication	5/27/2021
23.	Defendant's Opposition to Plaintiff's Motion for Summary Judgment or Alternatively Summary Adjudication	5/27/2021

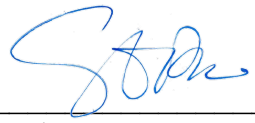
24.	Defendant's Separate Statement in Opposition to Plaintiff's Motion for Summary Judgment	5/27/2021
25.	Declaration of Patrick McNerney in Opposition to Plaintiff's Motion for Summary Judgment	5/27/2021
26.	Declaration of Stacey Quan in Opposition to Plaintiff's Motion for Summary Judgment	5/27/2021
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
28.	Plaintiff's Reply Memorandum in Support of Motion for Summary Judgment or Alternatively Summary Adjudication	6/04/2021
29.	Plaintiff's Objections to Evidence re Defendants Opposition to Plaintiff's Motion for Summary Judgment or Alternatively Summary Adjudication	6/04/2021
30.	Reply Declaration of Stephen G. Preonas in Support of Motion of Plaintiff for Summary Judgment or Alternatively Summary Adjudication	6/04/2021
31.	Defendant's Reply in Support of Motion for Summary	6/04/2021

	Judgment or Alternatively Summary Adjudication	
32.	Request for Judicial Notice in Support of Defendant's Motion for Summary Judgment or Alternatively Summary Adjudication	6/04/2021
33.	Defendant's Objections Plaintiff's Evidence in Opposition to Defendant's Motion for Summary Judgment or Alternatively Summary Adjudication	6/04/2021
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
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
36.	Judgment	8/23/2021
37.	Notice of Entry of Judgment	8/24/2021
38.	Plaintiff's Notice of Appeal	8/31/2021
39.	Appellants Notice Designating Record on Appeal	9/10/2021
40.	Register of Actions	N/a

41.	Stipulation for Joint Appendix	N/A

DATED: October 22, 2021

KATZOFF & RIGGS LLP



Stephen G. Preonas
Attorneys for Plaintiff/Cross-defendant and Appellant Visitacion Investment, LLC

DATED: October 22, 2021

STEYER LOWENTHAL BOODROOKAS ALVAREZ & SMITH LLP



Jeffrey H. Lowenthal
Attorneys for Defendant/Cross-complainant and Respondent 424 Jessie Historic Properties, LLC

CERTIFICATE OF SERVICE

I, Fred M. Terry, certify that on April 19, 2023, I served a true and correct copy of Volumes 8 and 9 (pages 1887 through 2428) 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