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All or portions of State Parcel F (APN 3721-015A),
546 Howard (APN 3721-016), 564 Howard (APN 3721-019),
568 Howard (APN 3721-020), 77-79 Natoma (APN 3721-029),
and 75 Natoma (APN 3721-031)

**EASEMENTS FOR TRANSBAY SUBSURFACE FACILITIES
AND TRANSBAY VENTING FACILITIES (TRAIN BOX EASEMENT)**

THIS EASEMENTS FOR TRANSBAY SUBSURFACE FACILITIES AND TRANSBAY VENTING FACILITIES (“**Agreement**”) is made and entered into as of _____, 2015 by and between the TRANSBAY JOINT POWERS AUTHORITY, a joint powers authority created under California Government Code Sections 6500 et seq. (“**TJPA**”) and _____, a _____ (“**Developer**”) The TJPA and Developer, as Parcel Owners (as that term is defined below), and their respective successors and assigns, are each individually referred to herein sometimes as a “**Party**” and are collectively referred to herein sometimes as the “**Parties**”.

RECITALS

This Agreement is entered into by the TJPA and Developer on the basis of the following recitals:

A. The TJPA is the owner of that certain real property generally located at 425 Mission Street, San Francisco, California (Assessor's Block 3720, Lot 10 and 11; Block 3721, Lots 006 and 124; and Block 3719, Lot 003), generally as shown on Exhibit A attached hereto (“**Transit Center Property**”).

B. The TJPA was the owner of that certain real property located across Natoma Street from the Transit Center Property fronting on Natoma and Howard Streets in San Francisco, California (consisting of portions of State Parcel F (APN 3721-015A), 546 Howard (APN 3721-016), 564 Howard (APN 3721-019), 568 Howard (APN 3721-020), 77-79 Natoma (APN 3721-029), and 75 Natoma (APN 3721-031)) (“**Parcel F**”), as more particularly depicted in Exhibit B-1 and described in Exhibit B-2 attached to. The Transit Center Property and Parcel

F are each individually referred to in this Agreement as a “**Parcel**” and are collectively referred to in this Agreement as the “**Parcels**”.

C. The TJPA is responsible for implementing the Transbay Transit Center Program (“**Transbay Program**”), which includes, among other things, (i) on the site of the former Transbay Terminal, the construction of a new Transit Center building, (“**Transit Center**”), (ii) a rail tunnel and rail systems to extend Caltrain service from Fourth and King Streets to the Transit Center and to accommodate California High Speed Rail trains in the future (“**Downtown Rail Extension**”) or “**DTX**”), (iii) a new underground Fourth and Townsend Street Caltrain Station, (iv) modifications to the existing surface station at Fourth and King Streets, (v) a temporary bus terminal, (vi) an elevated bus ramp connecting the Bay Bridge to the Transit Center (“**Bus Ramp**”), and (vii) permanent bus storage facilities. The TJPA is constructing or has constructed certain public improvements related to the below-grade rail facilities of the Transit Center on a portion of Parcel F.

D. The TJPA secured the payment of certain loans and the payment and performance of certain obligations by, among other things, executing and delivering a Deed of Trust, Assignment of Leases and Rents, and Security Agreement (“**Bridge Loan Deed of Trust**”) on a portion of Parcel F in favor of a trustee for the benefit of the beneficiaries under the Deed of Trust, recorded in the Official Records of the City and County of San Francisco on January 22, 2015 as Document No. 2015-K010439. The TJPA entered a Reservation of Easements for Transbay Subsurface Facilities and Transbay Venting Facilities (“**Bridge Loan Train Box Easement**”) to ensure that the TJPA retained, reserved, and protected its interest in the construction, use, operation, and maintenance of certain public improvements related to the below-grade rail facilities of the Transit Center on a portion of Parcel F after the Bridge Loan Deed of Trust was recorded; the Bridge Loan Train Box Easement was recorded in the Official Records of the City and County of San Francisco on January 22, 2015 as Document No. 2015-K010431.

E. On the date of this Agreement, the TJPA conveyed fee simple interest in Parcel F to Developer by quitclaim deed (“**Quitclaim Deed**”), recorded in the Official Records of the City and County of San Francisco as Document No. _____.

F. Also on the date of this Agreement, trustee reconveyed the Bridge Loan Deed of Trust, releasing that portion of Parcel F that previously secured the payment of certain loans and the payment and performance of certain obligations. As a result of the reconveyance of the Bridge Loan Deed of Trust, the TJPA no longer requires the Bridge Loan Train Box Easement to ensure its interest in that portion of Parcel F is retained, reserved, and protected for uses related to the below-grade rail facilities of the Transit Center while the Bridge Loan Deed of Trust is effective. Thus, the TJPA quitclaimed its interest in the Bridge Loan Train Box Easement in the Quitclaim Deed, resulting in the intended merger of the interests under the Bridge Loan Train Box Easement with the underlying fee simple interest in Parcel F, and extinguishment of the Bridge Loan Train Box Easement.

G. Developer intends to develop and construct on Parcel F a high-rise building (“**Parcel F Tower**”).

H. The TJPA and Developer now desire to enter into this Agreement to establish certain easements in connection with certain facilities the TJPA is constructing on portions of Parcel F as part of the Transit Center, and to set forth the rights and responsibilities of Developer and the TJPA for the design, installation, construction, operation, use, inspection, maintenance, replacement, repair, alteration, reconstruction, safety and security of same.

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

1. Definitions.

In addition to the capitalized terms that are defined elsewhere in this Agreement, as used in this Agreement the following terms shall have the following meanings:

A. “**Affiliate**” with respect to a specified Person means any Person that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the Person specified.

B. “**Condominium Owner**” shall mean the owner of a condominium unit in the Project.

C. “**Force Majeure**” shall mean a matter outside of a Party’s reasonable control that has occurred through no fault of such Party, and may include: strikes; lockouts; labor disputes; acts of God; inability to obtain services, labor, or materials; government moratoria; civil commotions; riots; acts of criminals; fire or other casualty. Notwithstanding the foregoing, the following shall be excluded from Force Majeure: (i) the requirement of any third-party agreement or approval with or by a Party or its Affiliates, contractors, agents, consultants, member agency, employees, officers, or any of the foregoing; and (ii) a Party’s inability to obtain financing, increases in construction costs, or any changes in market conditions. In the event of the occurrence of a Force Majeure event, the time or times for performance will be extended for the period of the delay, provided that (a) within thirty (30) days after the beginning of any such delay, the delayed Party shall have first notified the other Party in writing of the cause or causes of such delay and claimed an extension right for Force Majeure, and (b) the delayed Party cannot, through commercially reasonable efforts, make up for the delay.

D. “**Grade**” shall mean plus twenty-two (+22) feet above North American Vertical Datum of 1988.

E. “**Mortgage**” shall mean any mortgage, deed of trust, or other instrument primarily given to secure a loan or other obligation and constituting a lien recorded against all or any portion of Parcel F, or against any ground lease or master lease that relates to all or any portion of Parcel F.

F. “**Mortgagee**” shall mean any mortgagee or beneficiary under a Mortgage or any ground lessor under any ground lease or master lessor under any master lease with respect to all or any portion of Parcel F, and any successor-in-interest to any of the foregoing.

G. “**Owner**” or “**Parcel Owner**” shall mean the fee title owner or owners from time to time of a Parcel. “**Owners**” or “**Parcel Owners**” shall mean the fee title owners of the Transit Center Property and Parcel F. Notwithstanding the foregoing, in no event shall Owner include any individual Condominium Owners, and Developer shall ensure that (i) any condominium map and the covenants, conditions & restrictions (“**CC&Rs**”) recognize and are subject to this Agreement, (ii) the Easement Area shall be part of the common area of any condominiums and controlled by the property management association of the Condominium Owners, and (iii) individual Condominium Owners shall have no rights or obligations under this Agreement and no interest in the Easements .

H. “**Person**” or “**Persons**” shall mean and include individuals, partnerships, limited liability companies, firms, associations, joint ventures, corporations or any other form of business entity.

I. “**Regulatory Approvals**” shall mean all discretionary authorizations, approvals, entitlements, conditions, requirements, plan amendments (and related review of a proposed project in compliance with the California Environmental Quality Act (California Public Resources Code 21000 et seq.)) of an governmental agency with jurisdiction over the use or development of a Parcel or the Parcel F Tower.

J. “**Reservation Agreement**” shall mean the agreement between the TJPA and Developer providing the terms and conditions for the TJPA’s exclusive use of Parcel F for a period after Closing, recorded in the Official Records of the City and County of San Francisco on the date hereof as Document No. _____.

2. Train Box Easements.

The TJPA and its agents, contractors, and subcontractors, their respective employees, and the TJPA’s successors and/or assigns (collectively, “**TJPA**”) reserves, and Developer and its successors and/or assigns grants to the TJPA, the following easements (collectively referred to herein as “**Easements**”), appurtenant to the Transit Center Property, in and to the area of Parcel F depicted in Exhibit C-1 and described in Exhibit C-2 attached hereto (“**Easement Area**”):

A. Permanent Subsurface Facilities Easement

Sections 2(A)(i) through 2(A)(ix) are collectively referred to as “**Permanent Subsurface Facilities Easement**”.

(i) Developer grants to the TJPA the perpetual, irrevocable, and exclusive right to enter, occupy, and use the subsurface of the Easement Area beginning at an elevation of twenty-one (+21) feet North American Vertical Datum of 1988 (“**NAVD 88**”), then down to the center of the earth for design, construction, installation, operation, use, inspection, maintenance, replacement, repair, alteration, and reconstruction of improvements, facilities, and equipment related to the Transit Center, including a trainbox and related facilities (collectively, “**Transbay Subsurface Facilities**”). Notwithstanding the preceding sentence and except as otherwise expressly stated herein, Developer shall have the right to enter, occupy, and use the subsurface or surface of and airspace over the Easement Area above an elevation of twenty-one (+21) feet NAVD 88. The TJPA is responsible for designing and constructing the Transbay Subsurface

Facilities. The TJPA is designing and constructing the Transbay Subsurface Facilities in compliance with applicable federal, state, and local laws, and the plans and specifications for the Transbay Subsurface Facilities have been or will be prepared and signed by a licensed California engineer. The TJPA will operate and maintain the Transbay Subsurface Facilities in accordance with all applicable law. Notwithstanding anything in this Section 2(A)(i) to the contrary, from and after the initial construction of the Transbay Subsurface Facilities, the TJPA will cause any replacement, repair, alteration, or reconstruction of the Transbay Subsurface Facilities by or on behalf of the TJPA to be conducted in such a manner as to provide substantially the same or greater lateral and subjacent support than the lateral and subjacent support existing immediately prior to such replacement, repair, alteration, or reconstruction within the Easement Area.

(ii) Without the prior written consent of the TJPA, Developer shall be prohibited from loading above or adjacent to the Transbay Subsurface Facilities that does not meet each of the following criteria below:

(a) any loading above the Transbay Subsurface Facilities in the Easement Area shall not exceed the Transbay Subsurface Facilities design loads, which is limited to a 250 pounds per square foot live load and a 225 pounds per square foot allowance for pavement dead loads. The dead load capacity of 225 pounds per square foot would have to be reduced, however, to account for the weight increase of any extension of the Transbay Venting Facilities, as provided in Section 2(B)(i); and

(b) no structure shall be constructed on the Easement Area where the Transbay Subsurface Facilities are located other than a structure with a roof height of no greater than fifteen and one-half (15.5) feet above Grade and a shallow foundation system that does not extend below an elevation of twenty-one and one-half (+21½) feet NAVD 88.

(iii) The excavation for the Parcel F Tower basement shall not extend below the foundation slab of the Transbay Subsurface Facilities. Developer shall design and construct the Parcel F Tower, and a temporary and permanent support system (“**Parcel F Support System**”), to provide lateral and subjacent support to the Transit Center, the Transit Center Property and the Transbay Subsurface Facilities as required by Section 832 of the California Civil Code, and shall construct the Parcel F Tower and the Parcel F Support System in accordance with drawings and specifications approved by the San Francisco Department of Building Inspection (“**DBI**”). Developer may use the shoring wall constructed by the TJPA immediately south of the train box wall (“**TJPA Shoring Wall**”) to act as a portion of the temporary Parcel F Support System and to brace Developer’s excavation, subject to the Parties’ prior mutual agreement to the terms and conditions of a right of entry agreement (“**Right of Entry Agreement**”) governing Developer’s entry on the Transit Center Property and use of the TJPA Shoring Wall.

(iv) The Parcel F Tower and the Parcel F Support System shall meet the design requirements (“**Parcel F Design Requirements**”) set forth in Exhibit D attached hereto.

(v) Developer shall submit to the TJPA information to allow the TJPA to evaluate whether the design and construction of the Parcel F Tower and the Parcel F Support

System meets the Parcel F Design Requirements. In particular, Developer shall submit the following (“**Developer Documents**”):

(a) Within ten (10) days after Developer’s geotechnical and structural engineers complete designing the foundation for the Parcel F Tower and the Parcel F Support System, Developer shall submit to the TJPA the following: (x) calculations demonstrating that the Parcel F Tower and the Parcel F Support System conform with the performance requirements set forth in the Transit Center Structural Basis of Design Report (last updated on July 25, 2012); and (y) a demolition, excavation, and construction schedule for the Parcel F Tower; and

(b) Within five (5) business days after Developer completes each design phase (Schematic Design, Design Development, and Construction Documents approximately 90% complete), Developer shall submit to the TJPA a complete set of drawings, specifications, and design calculations for the Parcel F Tower and the Parcel F Support System, to the extent that the amount of detail is appropriate for the phase of design at the time of presentation, and an updated construction schedule, to the extent available.

(c) At least ten (10) days before Developer starts any excavation for the Parcel F Tower, Developer shall submit to the TJPA the following:

(x) the then-current schedule for the construction of the below ground structures for the Parcel F Tower, including a detailed schedule for construction of the temporary Parcel F Support System; and

(y) a plan for (a) any proposed attachment to and utilization of the TJPA Shoring Wall, and (a) repairing any damage to the TJPA Shoring Wall. The TJPA shall be permitted to approve and inspect such work and Developer shall be obligated to repair all damage to the TJPA Shoring Wall, all as shall be provided for in a Right of Entry Agreement.

(d) The TJPA may, but is not required to, comment on the Developer Documents within fifteen (15) business days after receipt of the Developer Documents from Developer; provided, however that if the TJPA elects not to comment on any Developer Documents, it shall notify Developer of such election within five (5) business days after receipt thereof. Such comments shall be in writing and shall include a description, with reasonable specificity, of the reasons for any concerns and may propose modifications that will satisfy the TJPA’s objections. Developer shall consider any comments from the TJPA in good faith and respond to the TJPA’s comments within ten (10) business days after receipt of the TJPA’s comments. The Parties shall reasonably cooperate to resolve any of the TJPA’s comments.

(vi) Developer shall participate in a panel of structural and geotechnical subject matter experts who are independent of Developer (“**Peer Review Panel**”) to provide peer review of the Parcel F Tower throughout the design and permit process for the Parcel F Tower. Developer shall ensure that the scope of the Peer Review Panel’s work includes the permanent Parcel F Support System. Each member of the Peer Review Panel shall have experience serving on peer review panels or equivalent experience. Within five (5) business days after the Peer Review Panel is established, Developer shall provide the Peer Review Panel with this Agreement. Developer shall give the TJPA notice of the meetings of the Peer Review Panel and

shall provide the TJPA with copies of all materials prepared for such meetings concurrent with provision to the Peer Review Panel. The TJPA shall have the right but not the obligation to attend and participate in the meetings. Developer shall provide the TJPA with copies of all meeting minutes of the Peer Review Panel within three (3) business days after Developer's receipt of each such meeting minutes. Developer shall provide the TJPA with copies of all reports issued by Developer and/or the Peer Review Panel within three (3) business days after Developer's receipt of each such report.

(vii) Prior to the start of excavation for the Parcel F Tower, Developer shall develop a plan for monitoring soil and structure movements and anticipated movements and action levels for the Transit Center, the Transit Center Property and the Transbay Subsurface Facilities during the construction of the Parcel F Tower ("**Parcel F Monitoring Plan**"). Developer shall provide the Parcel F Monitoring Plan to the TJPA for comment at least ten (10) days before the start of any excavation for the Parcel F Tower. The TJPA may, but is not required to, comment on the Parcel F Monitoring Plan within ten (10) business days after receipt of the plan from Developer. Such comments shall be in writing and shall include a description, with reasonable specificity, of the reasons for any concerns and may propose modifications that will satisfy the TJPA's objections. Developer shall consider any comments from the TJPA in good faith and respond to the TJPA's comments within ten (10) business days after receipt of TJPA's comments. The Parties shall reasonably cooperate to resolve any of the TJPA's comments. To the extent that Developer requires access to the Transit Center, the Transit Center Property or the Transbay Subsurface Facilities to implement the Parcel F Monitoring Plan, Developer's access shall be governed by a Right of Entry Agreement. From the date on which Developer starts excavation for the Parcel F Tower through the date which is two (2) years after Developer completes the building shell of the Parcel F Tower, Developer shall implement the Parcel F Monitoring Plan. Developer shall provide the TJPA with access to the data feeds from the monitoring equipment. To the extent the monitoring equipment does not permit real time reporting capability, Developer shall provide the TJPA with data collected from such equipment within two (2) business days after receipt of such data. The Parties shall cooperate to revise the Parcel F Monitoring Plan to the extent necessary or appropriate under the circumstances.

(viii) Without the prior written consent of the TJPA, Developer shall be prohibited from leaving the Transbay Subsurface Facilities exposed for longer than the period reasonably necessary for Developer to construct the Parcel F Tower.

(ix) Without the prior written consent of the TJPA, Developer shall be prohibited from performing any work of any kind on the Transbay Subsurface Facilities, including a prohibition against removing any portion of the Transbay Subsurface Facilities.

B. Permanent Venting Facilities Easement

Sections 2(B)(i) through 2(B)(vii) are collectively referred to as "**Permanent Venting Facilities Easement**".

(i) Developer grants to the TJPA perpetual, irrevocable and exclusive right to enter, occupy, and use the subsurface, surface, and airspace within that portion of the Easement Area as described and depicted in Exhibit C-1 and C-2 attached hereto ("**Permanent Venting**

Facilities Easement Area”), for design, installation, construction, operation, use, inspection, maintenance, replacement, repair, alteration, and reconstruction of improvements, facilities, and equipment related to three (3) venting facilities for the Transit Center (“**Transbay Venting Facilities**”). The TJPA is responsible for designing and constructing the Transbay Venting Facilities. The design is based on the following:

(a) The TJPA intends to construct the western most Transbay Venting Facility in Phase 1 of the Transbay Program (scheduled to be complete by the end of 2017), and the other two Transbay Venting Facilities at some time in the future; the schedule for construction is subject to change at the TJPA’s discretion. The TJPA reserves hereunder the right to construct all or portions of the Transbay Venting Facilities before, during, or after Developer’s construction of the Parcel F Tower.

(b) Each Transbay Venting Facility shall be no larger than twenty (20) feet in diameter, which includes a twelve (12) inch thick light weight concrete wall.

(c) As currently designed, the lowest point of a Transbay Venting Facility opening shall be a minimum of twelve (12) feet above Grade and the height of the cover of the opening shall be a minimum of six (6) feet above the lowest point of the opening or otherwise as necessary to obtain a minimum of a thirty (30) percent slope as shown in Exhibit E. If Developer opts to build a structure around one or all of the Transbay Venting Facilities and complies with Section 2.B(vi), then the lowest point of the Transbay Venting Facility opening shall be twelve (12) feet above the highest point of the roof of the structure and the height of the cover of the opening shall be a minimum of six (6) feet above the lowest point of the opening or otherwise as necessary to obtain a minimum of a thirty (30) percent slope as shown in Exhibit E. If, with TJPA’s written permission, Developer opts to build a structure around one or all of the Transbay Venting Facilities and allows public access to the roof, the lowest point of a Transbay Venting Facility opening shall be a minimum of twenty five (25) feet above the roof and the height of the cover of the opening shall be a minimum of six (6) feet above the lowest point of the opening or otherwise as necessary to obtain a minimum of a thirty (30) percent slope. Where Developer opts to build a structure around one or all of the Transbay Venting Facilities, up to eighteen (18) feet of the Transbay Venting Facility may be constructed of light weight concrete while the remainder of the extension may be constructed with lighter weight materials, as shown in Exhibit E.

(d) In no case, may the Developer’s structure impose gravity loads on to the Transbay Venting Facilities.

(e) A seismic separation joint must be provided between the Transbay Venting Facilities and any adjacent or surrounding Developer structure.

(f) The westernmost Transbay Venting Facility is planned to be used in normal operation only for exhaust from cooling towers and vehicles in the parking area on the B1 Level of the Transit Center, and, in an emergency, for smoke in the event of a fire in the room enclosing the cooling towers. The exhaust from the vehicles in the parking area would be product conveying under the California Mechanical Code. The two easternmost Transbay Venting Facilities are planned to be used for intake or exhaust in both normal and emergency

operation after Phase 2 of the Transit Center is completed. In normal operation, whether the two easternmost Transbay Venting Facilities are used for intake or exhaust is expected to depend on the ventilation and temperature needs of the train platform level. The exhaust during normal operations would be considered environmental exhaust under the California Mechanical Code. In the event of a fire emergency in the train platform level, the two easternmost Transbay Venting Facilities are expected to be used as exhaust for smoke which would be considered product conveying Class Four under the California Mechanical Code.

(g) The TJPA is designing and constructing the Transbay Venting Facilities in compliance with applicable federal, state, and local laws, and the plans and specifications for the Transbay Venting Facilities will be prepared and signed by a licensed California engineer.

(ii) Without the prior written consent of the TJPA, Developer shall be prohibited from constructing any improvements (i) on Parcel F that do not comply with state and local codes prescribing setbacks and other matters related to the location of improvements adjacent to the Transbay Venting Facilities, and (ii) in the airspace directly over the Transbay Venting Facilities from and below an elevation of one hundred thirty-three (+133) feet NAVD 88; provided, however, that any settlement of any improvement constructed by Developer on Parcel F shall not be deemed a violation of this provision and shall be expressly permitted hereby. Notwithstanding the preceding sentence, prior written consent of the TJPA is not needed for Developer to construct improvements in the airspace directly over the Transbay Venting Facilities from and above an elevation of one hundred thirty-three (+133) feet NAVD 88 (“**Cantilever Development**”).

(iii) Without the prior written consent of the TJPA, Developer shall be prohibited from constructing any improvements on Parcel F which allows the installation of operable windows or access panels above the vent shaft louvers in the curtainwall, within a horizontal distance of twenty-five (25) feet, measured from the center of the lowest elevation of the vent shaft louver opening of the Transbay Venting Facilities.

(iv) Without the prior written consent of the TJPA, Developer shall be prohibited from constructing any air and/or generator exhaust facilities on Parcel F (a) within a horizontal and vertical distance of twenty-five (25) feet from any portion of the vent shaft louver opening of the Transbay Venting Facilities, and (b) within a horizontal or vertical distance of fifty (50) feet from the Transbay Venting Facilities unless the Developer demonstrates to the TJPA, utilizing appropriate Computational Fluid Dynamics computer modeling, that such exhaust does not that negatively impacts the ability of the Transbay Venting Facilities to operate as intended.

(v) Without the prior written consent of the TJPA, Developer shall be prohibited from permitting access in any soffit of occupied spaces in any Cantilever Development in the airspace directly over the Transbay Venting Facilities.

(vi) If Developer constructs a structure around the Transbay Venting Facilities which provides pedestrian access to the rooftop area of the structure around the Transbay Venting Facilities, Developer shall ensure that such access to the rooftop area is (a) controlled by

a card access or biometric access control system; (b) protected by an intrusion detection system; and (c) provided with a comprehensive video surveillance, each complying with the standards specified in the Security Agreement referenced in Section 8. If all three of these conditions (a) – (c) are met, then the minimum Transbay Venting Facility height shall be twelve (12) feet as referenced in Section 2.B(i)(c). If Developer constructs a structure around the Transbay Venting Facilities which provides public pedestrian access to the rooftop area of the structure around the Transbay Venting Facilities, Developer shall ensure that such access to the rooftop area is (a) protected by an intrusion detection system; and (b) provided with a comprehensive video surveillance, each complying with the standards specified in the Security Agreement referenced in Section 8, and the minimum height of the Transbay Venting Facility opening shall be twenty five (25) feet as referenced in Section 2.B(i)(c).

(vii) Without the prior written consent of the TJPA, Developer shall be prohibited from performing any work of any kind on the Transbay Venting Facilities.

3. Coordination of Work.

Without limiting any of the provisions of Section 2, Developer and the TJPA shall use good faith and commercially reasonable efforts to coordinate with each other in connection with the design, installation, construction, inspection, maintenance, replacement, repair, alteration, and reconstruction of the Transbay Subsurface Facilities, the Transbay Venting Facilities, and the Parcel F Tower, including the Parcel F Support System, such that the work can be completed in a timely manner and in accordance with the development timelines established by the Party responsible for the work. The TJPA shall design, construct, install, operate, use, inspect, maintain, replace, repair, alter, and reconstruct the Transbay Subsurface Facilities and the Transbay Venting Facilities at its sole cost. Developer shall design, obtain Regulatory Approvals for, construct, operate, use, and maintain the Parcel F Tower, including the Parcel F Support System, at its sole cost and in a manner that will not interfere with the construction or operation of the Transbay Subsurface Facilities and the Transbay Venting Facilities.

4. Notice of Entry and Work.

A. TJPA Notice to Developer

After expiration of the term of the Reservation Agreement, the following notice requirements shall apply:

(i) The TJPA shall provide at least thirty (30) days written notice to Developer before entering the Easement Area for construction work authorized by this Agreement. The notice shall include plans and drawings of the anticipated work and an estimated schedule for completion of the work. The TJPA shall provide at least three (3) business days written notice to Developer before entering the Permanent Venting Facilities Easement Area for all other activities authorized by this Agreement.

(ii) Notwithstanding Section 4(A)(i), in the event of an immediate threat to the security of the Transbay Subsurface Facilities or Transbay Venting Facilities, or other emergency, the TJPA may enter the Permanent Venting Facilities Easement Area without notice to Developer, provided that the TJPA gives written notice to Developer within twenty-four (24)

hours after the TJPA's entry. The TJPA's notice of entry shall describe the purpose of the entry, the activities conducted, and the duration of the entry.

(iii) The TJPA shall not be required to provide any notice to Developer prior to entering and using the Easement Area for activities authorized under the Permanent Subsurface Facilities Easement other than construction work.

B. Developer Notice to TJPA.

Without limiting any of the provisions in Section 2, Developer shall provide the TJPA with written notice prior to commencing any construction or placing any improvements above, on, or adjacent to the Easement Area ("**Developer Construction Notice**"). The Developer Construction Notice shall be delivered at least thirty (30) days before Developer submits any application for the construction of such improvement to DBI, or to the City and County of San Francisco Planning Department ("**Planning Department**") for environmental review, whichever comes first, and shall be accompanied by the proposed plans and drawings Developer intends to submit to DBI and/or the Planning Department. If such improvement will not require the approval of DBI and/or the Planning Department, Developer shall provide written notice of such planned improvement at least sixty (60) days prior to commencing construction, together with a copy of all plans and drawings for such proposed improvement. If the TJPA reasonably believes that a proposed improvement does not adhere to the terms of this Agreement, or otherwise interferes with the TJPA's rights under the Easements, or that the written notice or accompanying plans and drawings are insufficient to permit the TJPA's review, the TJPA shall notify Developer within thirty (30) days following the TJPA's receipt of the initial notice, and, within fifteen (15) days following receipt of such response notice, Developer shall provide the TJPA with the additional materials reasonably requested by the TJPA in such response notice. If the TJPA fails to respond within thirty (30) days after the submittal of materials by Developer, then the TJPA shall be deemed to have waived any rights to object to the proposed improvements. If the Parties are unable to resolve the TJPA's objections through the foregoing process, and the TJPA has not waived any objection to the proposed improvements, then either Party may invoke any or all of its rights and remedies under California law.

5. Maintenance Obligations of Parties.

Developer shall, at its sole cost, operate and maintain any improvements associated with the Parcel F Tower in the Easement Area in good order and repair consistent with public outdoor space connected to Class "A" office projects in San Francisco. The TJPA shall, at its sole cost, operate and maintain the Transbay Subsurface Facilities and the Transbay Venting Facilities in good order and repair.

6. Indemnification.

With the sole exception of third party claims for injury caused by acts of third persons in connection with alleged breach of security, including criminal acts, Developer shall indemnify, protect, defend, and hold harmless the TJPA, and its board, commissions, members and member agencies, departments, agencies, and other subdivisions, officers, directors, agents, employees, consultants, contractors and representatives, and their respective heirs, legal representatives,

successors and assigns, and each of them (each, “**TJPA Indemnitee**” and collectively, “**TJPA Indemnitees**”) from and against any and all claims, demands, losses (including, but not limited to, diminution in value), liabilities, damages (excluding consequential damages), costs and expenses (including reasonable attorneys’ fees and costs, and fees of consultants and experts, laboratory costs, and related costs of Indemnitee) (collectively, “**Losses**”) arising out of the death of any person or any accident, injury, loss, or damage whatsoever to any person or to the property of any person in connection with, arising out of, in response to, caused by, or in any manner relating to Developer’s use of Parcel F, including the Easement Area; provided, however, that Developer shall have no obligation to indemnify TJPA Indemnitee for Losses arising solely from the gross negligence or willful misconduct of TJPA Indemnitee. Where the gross negligence or willful misconduct of TJPA Indemnitee is a cause of, but is not the sole cause of, Losses, Developer shall indemnify TJPA Indemnitee according to Developer’s share of fault.

With the sole exception of third party claims for injury caused by acts of third persons in connection with alleged breach of security, including criminal acts, the TJPA shall indemnify, protect, defend, and hold harmless Developer, and its boards, commissions, members and member agencies, departments, agencies, and other subdivisions, officers, directors, agents, employees, consultants, contractors, and representatives, and their respective heirs, legal representatives, successors and assigns, and each of them (each, “**Developer Indemnitee**” and collectively, “**Developer Indemnitees**”) from and against any and all Losses arising out of the death of any person or any accident, injury, loss, or damage whatsoever to any person or to the property of any person in connection with, arising out of, in response to, caused by, or in any manner relating to the TJPA’s use of the Easement Area; provided, however, that TJPA shall have no obligation to indemnify Developer Indemnitee for Losses arising solely from the gross negligence or willful misconduct of Developer Indemnitee. Where the gross negligence or willful misconduct of Developer Indemnitee is a cause of, but is not the sole cause of, Losses, the TJPA shall indemnify Developer Indemnitee according to the TJPA’s share of fault.

7. Insurance

Developer shall at its sole cost name the TJPA, its member agencies (including the City), and the State of California (“**State**”) as additional insureds under a policy of Commercial General Liability Insurance covering Parcel F (“**Developer Policy**”). The Developer Policy shall:

A. be effective on the date of expiration of the Reservation Agreement (“**Developer Insurance Effective Date**”) and shall be renewed annually (prior to expiration) for the duration of the life of the Parcel F Tower. Not less than ten (10) days before the Developer Insurance Effective Date, Developer shall deliver to the TJPA a certificate or certificates of insurance in a form reasonably satisfactory to the TJPA, evidencing the coverage required hereunder, and shall deliver such proof of insurance ten (10) days before every anniversary of the Developer Insurance Effective Date;

B. have a limit of Thirty Million Dollars (\$30,000,000) for each occurrence and aggregate occurrences per year, which may be accomplished by primary and excess layers,

subject to an escalation of Three Million Dollars (\$3,000,000) on each five- (5-) year anniversary of the Developer Insurance Effective Date;

C. be a separate policy from Developer's other insurance policies or shall have a per location endorsement consistent with the limits described in this Section 7;

D. cover all of the following claims and losses ("**Covered Claims**"): bodily injury and property damage (including claims and losses arising from criminal acts committed by any Person, including but not limited to, claims and losses based on an allegation of inadequate, or a failure of, security, subject to exclusions then customarily contained in Commercial General Liability Insurance policies); independent contractors; and personal injury arising from or based on the design, materials, construction, installation, maintenance, operation of, condition of, or use of the Parcel F Tower;

E. be issued by an insurance company duly authorized to do business in the State of California and with a current rating of A-:VIII or better by Best's Key Rating Guide;

F. require Developer, as the primary insured, to pay or cause others to pay any deductible or retention;

G. require a defense and indemnity of the named insured and the additional insureds, including the TJPA, its member agencies, and the State;

H. be primary insurance with respect to the TJPA, its member agencies, and the State for all Covered Claims, and any insurance or self-insurance of the TJPA, its member agencies, and the State shall be excess of the Policy and shall not contribute with it;

I. contain or be endorsed to contain a waiver of all rights of subrogation against the TJPA, its member agencies, and the State (unless rights of subrogation would otherwise be waived by reason of the TJPA, its member agencies and the State being named as additional insureds); and

J. be endorsed to state that the insurer shall not cancel coverage unless the insurer has given the first named insured thirty (30) days' prior written notice, or ten (10) days prior written notice for Developer's non-payment of a premium when due.

Developer shall provide written notice to the TJPA within five (5) business days following notice from Developer's insurer of any cancellation or modification of the terms of the Developer Policy and shall replace such Developer Policy with a Developer Policy that complies with all of the requirements of this Section 7 within five (5) business days after giving the notice to the TJPA. Developer shall provide written notice to the TJPA within three (3) business days following Developer's failure to pay all or part of the premium for the Developer Policy when due. Developer's failure to pay all or part, of the premium for the Developer Policy when due shall be an immediate default under this Agreement without any requirement for notice or cure. If Developer fails to pay a premium for the Developer Policy when due, the TJPA may, at its election, pay the premium and all interest and penalties, if any, and shall have all legal and equitable remedies against Developer for reimbursement of the amount paid, whether or not Developer gives written notice to the TJPA of the failure to pay the premium.

If Developer fails to carry a policy of Commercial General Liability Insurance meeting the requirements of this Section 7, during any period which Developer is required to carry such insurance pursuant to this Section 7, then Developer shall perform the duties which would have been performed by the carrier had Developer carried such a policy as herein required, but only to the extent of the duties which such carrier would have had to perform.

The Developer Policy may, at Developer's option, apply to the entirety of Parcel F, so long as the Policy has a per location endorsement that satisfies all requirements of this Section 7.

The foregoing notwithstanding, if Developer's general contractor's policy of commercial general liability insurance for the Parcel F Tower names the TJPA, its member agencies (including the City), and the State as additional insureds, meets all of the other criteria set forth in this Section 7, and Developer provides evidence to the reasonable satisfaction of the TJPA that the obligations of Developer, the general contractor, and the carrier are sufficient to give timely notice to the TJPA of the general contractor's failure to pay the premium for such insurance when due, or changes to or cancellation of the policy, then upon approval of the TJPA (which approval shall not be unreasonably withheld, conditioned or delayed), Developer may rely on its general contractor policy to satisfy Developer's obligations under this Section 7 during the period when the general contractor policy is in effect and until the date upon which such general contractor policy becomes no longer effective with respect to the Parcel F Tower.

8. Security.

A. Security Agreement. Developer and the TJPA have entered into that certain confidential agreement ("**Security Agreement**") pertaining to security for the Parcel F Tower and Transbay Venting Facilities. The Parties shall maintain the confidentiality of the Security Agreement and shall disclose the Agreement only to persons to whom disclosure is permitted under the terms of the Security Agreement. The Security Agreement may be amended from time to time by written agreement of Developer and the TJPA consistent with the easements provided under this Agreement. The Security Agreement shall include, without limitation, the rights and obligations of the Parties set forth in Sections 8.B and 8.C. The rights and obligations of the Security Agreement shall run with the land under Section 15. Moreover, in conjunction with any sale or transfer of title to any part of Parcel F, Developer shall assign its rights and obligations under the Security Agreement to the transferee and require that the transferee assign its rights and obligations under the Security Agreement to any and all subsequent transferees of title.

B. Obligations of Developer. Developer shall at its sole cost provide safety and security for the Transbay Venting Facilities, to the extent provided in (and subject to) the Security Agreement. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the provisions of the Security Agreement shall govern and control.

C. No Liability for Breaches of Security. The foregoing and anything to the contrary contained in this Agreement or the Security Agreement notwithstanding (but without limiting Developer's obligations to provide insurance under Section 7), the TJPA and Developer shall have no liability to the other Party, or any obligation to indemnify the other Party for any third party claims, for any injury to person or property caused by the acts of third persons in connection with any alleged breach of or failure to provide security, including criminal acts or

other losses, nor shall this Agreement establish any duty owed in tort to, or standard of care in tort as to, either Party or any third party. Nothing in this Section 8 shall be construed as a waiver of either Party's rights and remedies under Section 10 for breaches of or defaults under this Agreement or rights to enforce the provisions of the Security Agreement through specific performance.

9. Rights of Mortgagees.

A. Notice of Lien. Developer shall give the TJPA written notice within ten (10) days after a Mortgage is recorded in the Official Records of the City and County of San Francisco.

B. Validity of Lien. No breach or violation or threatened breach or violation of any covenant, condition, restriction or easement herein contained shall defeat or render invalid or unenforceable the lien of any Mortgagee made in good faith and for value affecting any portion of Parcel F, but such covenants, conditions, restrictions and easements shall be binding upon and be effective against any Owner of all or any portion of Parcel F whose title thereto is acquired by foreclosure, trustee's sale, deed-in-lieu of foreclosure or termination of a ground or master lease or otherwise during the period of ownership of such Parcel by such Owner.

C. Term and Limitation of Liability. No Mortgagee shall be obligated or liable for the obligations and liabilities of the Owner of Parcel F hereunder unless and until such Mortgagee acquires fee title to all or a portion of Parcel F (whereupon such Mortgagee shall be and become entitled to all of the benefits and protections of the Owner of Parcel F hereunder), and then such Mortgagee shall be liable for the obligations and liabilities of the Owner only (i) upon Mortgagee's acquisition of fee title to Parcel F, and (ii) for the duration of such ownership; provided that any purchaser of Parcel F at foreclosure or from Mortgagee after foreclosure shall be obligated to perform each and every obligation of the Owner hereunder. The foregoing notwithstanding, if the Owner is in default of this Agreement at the time of a Mortgagee's acquisition of Parcel F, the Mortgagee shall not be bound by any such default by such Owner, provided that such Mortgagee shall be obligated to (i) remedy any curable, non-monetary, non-construction defaults of such Owner within thirty (30) days following the acquisition by any such Mortgagee of title to Parcel F or three (3) days following such acquisition of title in the event of an immediate and serious danger to person or property), and (ii) reimburse the TJPA under Section 7 to the extent of any insurance premiums, interest, and penalties for or under the Policy paid by the TJPA by reason of the Owner's failure to pay such insurance premiums, interest and penalties if and when due, such reimbursement to be made by such Mortgagee to the TJPA within thirty (30) days following the receipt by such Mortgagee of reasonably detailed evidence of the amount paid by the TJPA. With respect to subpart (i) of the preceding sentence, if such default cannot reasonably be cured within the required period and Mortgagee has commenced the cure within the required cure period and is diligently prosecuting such cure, the cure period shall be such period as is commercially reasonable to prosecute such cure to completion. If a Mortgagee has given the TJPA written notice of the Mortgagee's interest in Parcel F, provided the Mortgagee's mailing address, and requested notices that are required to be given under this Agreement, then that Mortgagee shall not be bound by any amendment, modification or revision of this Agreement entered into after the Mortgagee has given notice to the TJPA without the prior written consent of the Mortgagee which consent shall not be unreasonably withheld or delayed; provided it will be reasonable for a Mortgagee to refuse to consent to any amendment

that could impact its security interest. If a Mortgagee was not provided notice of the Owner's default prior to the date the Mortgagee acquires fee title to Parcel F in accordance with Section 9.D, Mortgagee's cure periods under this Section 9.C shall commence on the date that the TJPA provides written notice of such default to Mortgagee.

D. Mortgagee Cure Rights. Notwithstanding any other provision in this Agreement for notices of default, each Mortgagee of Developer where Developer is in default hereunder shall be entitled to notice of said default, in the same manner that other notices are required to be given under this Agreement; provided, however, that said Mortgagee shall have, prior to the time of default, notified the TJPA of the Mortgagee's interest in Parcel F, provided the Mortgagee's mailing address, and requested notices that are required to be given under this Agreement. In the event that any notice shall be given of the default of Developer, then the TJPA shall provide a copy of the notice to such Mortgagee (which has previously given the above stated notice of its mailing address to the TJPA) under any Mortgage affecting Parcel F or portion thereof at the same time that the TJPA gives notice of the default to Developer, that Developer is in default and such Mortgagee shall have (i) thirty (30) days after such notice to cure any such default (other than a breach of the Security Agreement or in the event of an immediate and serious danger to person or property), or (ii) three (3) days in the event of an immediate and serious danger to person or property. If the TJPA fails to provide the required notice to Mortgagee, then the Mortgagee's period to cure shall not start until the TJPA provides the required notice to Mortgagee. If such default cannot reasonably be cured within the required period, and Mortgagee has commenced the cure within the required cure period and is diligently prosecuting such cure, the cure period shall be such period as is reasonably required to prosecute such cure to completion. If the cure of a default requires possession of Parcel F or any part of Parcel F, the periods for cure referred to in this Section 9 shall each be deemed to commence when the Mortgagee has obtained (i) possession of Parcel F, (ii) the unconditional permission of Developer to undertake such cure accompanied by the agreement of Developer, satisfactory in all respects to the Mortgagee that the exercise of such cure shall not affect any of the Mortgagee's rights or remedies under its loan documents, or (iii) obtains a court ordered right, to enter Parcel F and perform the cure, which possession, permission or order the Mortgagee shall attempt to obtain as quickly as is reasonably feasible in the circumstances. The giving of any notice of default or the failure to deliver a copy of such notice of default to any Mortgagee shall in no event create any liability on the part of the TJPA to Developer or Mortgagee for so declaring such breach or default.

E. Amendments. The TJPA agrees not to unreasonably withhold, condition or delay its consent to amendments to this Section 9 required by Mortgagees to protect their rights as Mortgagees under this Section 9, provided, however, that such amendments are substantially consistent with the provisions of this Agreement and the Security Agreement and do not materially diminish the TJPA's rights under this Agreement or the Security Agreement. Any Amendment to this Agreement shall be subject to Section 26.

F. Intended Third Party Beneficiary. Each Mortgagee with respect to all or any portion of Parcel F is an intended third-party beneficiary of the provisions of this Agreement which expressly benefit it and, as an intended third-party beneficiary, shall be entitled to enforce such provisions prior to succeeding to fee title to Parcel F or any portion thereof. Such Mortgagee, however; is not an intended third-party beneficiary of the provisions of this

Agreement other than those which expressly benefit it and shall not be entitled to enforce the provisions of this Agreement other than those which expressly benefit it prior to succeeding to fee title to Parcel F or any portion thereof.

G. TJPA Lien. In the event the TJPA obtains a non-consensual lien or other security interest in any portion of Parcel F as security for collection under a judgment against Developer or otherwise (“**Non-Consensual Lien**”), such Non-Consensual Lien shall be subject and subordinate to the lien of any Mortgage with respect to all or any portion of Parcel F which is in effect prior to the date of the Non-Consensual Lien.

10. Defaults and Remedies.

In the event of any breach or default of any Parcel Owner of any term or provision of this Agreement which is not cured by the defaulting Parcel Owner (i) within thirty (30) days after receipt of written notice thereof from the non-defaulting Parcel Owner, or (ii) within three (3) days after such notice in the event of an immediate and serious danger to person or property (or, in all cases, within such additional period of time as is reasonably necessary in light of the nature of the breach or default and the acts which are necessary to cure such breach or default, provided that the defaulting Parcel Owner commences the cure within the required cure period and thereafter diligently prosecutes such cure to completion), the non-defaulting Parcel Owner shall have any and all rights and remedies available at law or in equity, including without limitation, the right to demand and have specific performance and the right to actual damages (subject to proof). Except as otherwise provided herein and subject to the limitations herein, the rights and remedies of the Parcel Owners under this Agreement shall be cumulative. The foregoing notwithstanding, neither Parcel Owner shall be liable to the other Parcel Owner for consequential or incidental damages. The provisions of this Section 10 shall be subject to the provisions of Section 14.

11. Limitation of Liability.

No foreclosure of a Mortgage or exercise of a power of sale contained in a Mortgage secured by Parcel F or portion thereof shall terminate this Agreement or affect any of the rights and obligations of the Parties under this Agreement. No individual director, officer, agent or employee of Developer or any of its members or Affiliates will be personally liable to the TJPA in an event of default by Developer or for any amount that may become due to the TJPA or on any obligations under the terms of this Agreement. No individual director, officer, official, agent or employee of the TJPA or its member agencies, including the City, will be personally liable to Developer in an event of default by the TJPA or for any amount that may become due to Developer or on any obligations under the terms of this Agreement.

12. Assignment; Effect of Transfer.

Anything else in this Agreement to the contrary notwithstanding, direct or indirect interests in Parcel F or any portion thereof may be freely transferred without the necessity of any consent by the TJPA. Developer shall notify the TJPA of any transfer of fee title to all or part of Parcel F. In the event an Owner transfers or otherwise conveys its entire interest in its Parcel, such Owner shall, as to the other Party, thereupon be released and discharged from any and all

obligations as Owner in connection with such Parcel arising under this Agreement with respect to the period after the date of such transfer or conveyance, but shall remain liable for all obligations arising under this Agreement with respect to the period prior to such transfer or conveyance; and the transferee of such Parcel (including, without limitation, any transferee who acquires its interest by foreclosure, trustee's sale or otherwise, regardless of the terms of any promissory note, mortgage, or deed of trust agreement between the Owner and any lender or trustee of a lender) shall assume all rights and obligations with respect to such Parcel under this Agreement with respect to the period of ownership by such transferee, including any ongoing breach that continues following the date of transfer, subject to the limitations of liability and other provisions of this Agreement.

Acceptance of a conveyance of fee simple title to part or all of Parcel F shall constitute an assumption by the transferee of all of the surviving rights and obligations of the transferor under this Agreement, as it relates to the property transferred, arising from and after the date of such transfer, subject to the limitations set forth in this Agreement.

Anything else in this Agreement to the contrary notwithstanding, direct or indirect interests in the Transit Center Property or any portion thereof may be freely transferred without the necessity of any consent by Developer. The TJPA shall notify Developer of any transfer of fee title to the Transit Center Property. Acceptance of a conveyance of fee simple title to part or all of the Transit Center Property shall constitute an assumption by the transferee of all of the surviving rights and obligations of the transferor under this Agreement, as it relates to the property transferred, arising from and after the date of such transfer, subject to the limitations set forth in this Agreement.

13. Force Majeure.

If any Person is delayed or hindered in or prevented from the performance of any act required hereunder because of any event of Force Majeure, performance of such act shall be excused for the period of the Force Majeure event, and the period for the performance of such act shall be extended for an equivalent period.

14. No Cancellation.

No breach of any provision of this Agreement shall entitle Developer to cancel, rescind or otherwise terminate this Agreement or the Easements created hereby, but this limitation shall not affect in any manner any other rights or remedies which Developer may have by reason of any such breach.

15. Running with the Land.

It is the intent of the Parties that each and all of the easements, covenants, conditions and restrictions set forth in this Agreement are for the benefit of the Transit Center Property, a portion of which is adjacent to Parcel F. Each and all of the easements, covenants, obligations conditions and restrictions set forth in this Agreement, including the Security Agreement, touches and concerns and shall affect, relate to, and run with the land that comprises Parcel F and every portion thereof, and shall apply to and bind the respective successor Owners of Parcel F and every portion thereof, for the benefit of the Transit Center Property and every portion

thereof. The Easements are imposed on Parcel F and every portion thereof as an equitable servitude in favor of the Transit Center Property and constitutes a covenant running with the land pursuant to applicable law. Moreover, in conjunction with any sale or transfer of title to any part of Parcel F, Developer shall assign its rights and obligations under the Security Agreement to the transferee and require that the transferee assign its rights and obligations under the Security Agreement to any and all subsequent transferees of title.

16. Notices.

A. Addresses for Notices. A notice or communication under this Agreement by either Party to the other shall be sufficiently given or delivered if personally delivered or dispatched by registered or certified mail, postage prepaid, return receipt requested or reputable overnight courier service and addressed as follows:

To the TJPA. In the case of a notice or communication to the TJPA:

Transbay Joint Powers Authority
201 Mission Street, Suite 2100
San Francisco, CA 94105
Attn: Executive Director Maria Ayerdi-Kaplan
Telephone: (415) 597-4620

With a copy to:

Office of the City Attorney
Room 234, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: RE/Finance

And to:

Shute, Mihaly & Weinberger LLP
396 Hayes Street
San Francisco, CA 94102
Attn: Andrew W. Schwartz
Telephone: (415) 552-7272

To Developer. And in the case of a notice or communication sent to Developer:

Attn: _____
Telephone: _____

And to: the address on file at the SF Tax Assessor's Office for mailing tax statements for Parcel F.

B. Contents of Notice. Every notice given to a Party hereto, under the terms of this Agreement, must state (or must be accompanied by a cover letter that states) substantially the following:

(i) the Section of this Agreement under which the notice is given and the action or response required, if any;

(ii) if applicable, the period of time within which the recipient of the notice must respond thereto;

(iii) if approval is being requested, shall be clearly marked “Request for Approval under Parcel F Train Box Easement Agreement”; and

(iv) if a notice of disapproval or an objection that requires reasonableness, shall specify with particularity the reasons therefor.

C. Change of Address. Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days before the effective date of the change.

D. Effective Date of Notices. All notices under this Agreement shall be deemed given, received, made, or communicated on the date the notice is actually delivered to the office of the person to whom it is addressed or, if mailed or sent by overnight courier, on the delivery date or attempted delivery date shown on the return receipt. The effective time of a notice shall not be affected by the receipt, before receipt of the original, of a copy of the notice.

17. Estoppel Certificates.

Each Party, within ten (10) business days after written request of any other Party, shall issue to such other Party an estoppel certificate stating: (i) whether the Party to whom the request has been directed knows of any default under this Agreement, and if there are known defaults, specifying the nature thereof; (ii) whether, to the knowledge of the Party to whom the request has been directed, this Agreement has been modified or amended in any way, and if it has been so modified or amended, stating the nature of such modification or amendment; and (iii) whether to the knowledge of the Party to whom the request has been directed, this Agreement is in full force and effect as of the date of the estoppel certificate.

18. Effective Date.

A. Recording. This Agreement shall become effective and binding upon the Parties when both Parties have signed the Agreement. The Easement under this Agreement shall become effective and binding upon the Parties, each of the Parcels, and the Owners of all or any portion of each of the Parcels and their respective successors, assigns and successors-in-interest to all or any portion of each of the Parcels, only upon the recordation of this Agreement in the Official Records of the City and County of San Francisco (“**Effective Date**”). This Agreement shall be recorded at the Closing for the sale of Parcel F to Developer and shall have the priority of encumbrances provided in Section 18.B.

B. Title Policy. This Agreement shall not be recorded until Chicago Title Insurance Company has issued to the TJPA, or its nominee, an ALTA owner's policy of title insurance (“**Title Policy**”), which Title Policy shall confirm that, upon recordation, subject to potential but unfiled mechanics’ liens this Agreement and the easements under the Agreement have priority over any and all Mortgages, liens and other encumbrances of any type affecting Parcel F (collectively, “**Encumbrances**”) other than Encumbrances approved by the TJPA. Developer shall pay for the cost of the Title Policy.

19. Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction or under, any circumstance shall as to such jurisdiction or circumstance be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction or under any other circumstances.

20. Non-Waiver.

Any waiver under this Agreement must be in writing and signed by the waiving party. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

21. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The TJPA and Developer agree that all actions or proceedings arising directly or indirectly under this Agreement shall be litigated in courts located within the County of San Francisco, State of California, and Developer and the TJPA agree that any service of process in such action or proceeding may be made by personal service upon the other wherever the other may then be located, or by certified or registered mail directed to the Party at the address set forth in this Agreement.

22. Attorneys’ Fees.

If either Party fails to perform any of its respective obligations under this Agreement or if any dispute arises between the Parties concerning the meaning or interpretation of any provision of this Agreement, then the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all reasonable costs and expenses incurred by the other Party on account of such default or in enforcing or establishing its rights under this Agreement, including court costs and reasonable attorneys’ fees and costs. Any such attorneys’ fees and costs incurred by either Party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys’ fees and costs obligation is not to be merged into any such judgment. For purposes of this Agreement, the reasonable fees of attorneys for the TJPA shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the TJPA’s attorneys’ services were rendered who practice in the City of San Francisco, notwithstanding the TJPA’s use of its own attorneys or the City Attorney.

23. Not a Public Dedication.

Nothing contained in this Agreement shall be deemed to be a gift, dedication or offer of dedication of, or be deemed to create an easement or other real property interest with respect to, any portion of or interest in Parcel F to the general public or for the benefit of the general public or for any public purpose whatsoever, and this Agreement shall be strictly limited to and for the purposes expressed herein. No implied dedication shall arise from any use of the areas subject to the Easements herein granted, whether or not such use is consistent with the provisions of this Agreement. The Parties may post such notices as are required by applicable law (including under Section 1008 of the California Civil Code) in order to prevent any portion of Parcel F to become subject to a prescriptive easement.

24. No Rights to Parcel F Tower.

Without limiting any provision of the Security Agreement, nothing in this Agreement shall be deemed to grant or to imply any licenses, easements, right of access or other rights or interests of any kind in favor of the TJPA, any other Person or the public in the Parcel F Tower, or any part thereof, other than the easements herein granted with respect to the Transbay Subsurface Facilities and Transbay Venting Facilities.

25. No Third Party Beneficiaries or Duties.

Except as provided in Section 9.F, this Agreement is for the exclusive benefit of the Parties and not for the benefit of any other Person (including any member of the public) and shall not be deemed to have conferred any rights, express or implied, upon any other Person. Nothing in this Agreement shall be deemed or constructed to create any duty or liability to any third party or to describe any standard of care owed to any third party.

26. Amendments.

This Agreement may be amended, extended, supplemented, changed, or revoked only by the written agreement of all Parties hereto (and, to the extent specified herein, any Mortgagee), which amendment, extension, supplement change, or revocation shall be effective and binding upon the whole of the Parcels upon the recordation of same in the Official Records of the City and County of San Francisco. If Parcel F or the Transit Center Property is divided, then this Agreement may be modified, as it relates to the affected portions of the Parcels, by the Parties that own the affected Parcels. The Parties shall cooperate in good faith to discuss and, if mutually agreeable, execute one or more amendments to this Agreement only to account for (a) changes in the actual construction field conditions, and (b) changes in the circumstances over the course of construction of the improvements to be constructed pursuant to this Agreement. At the TJPA's election, any amendment to this Agreement shall not become effective and no rights or obligations shall arise under the Amendment to this Agreement unless all Encumbrances (as defined in Section 18.B) that are directly or indirectly inconsistent with the provisions of this Agreement and the Security Agreement or that in any way diminish the TJPA's rights under this Agreement or the Security Agreement are subordinated to the amendment. Under no circumstances shall this Agreement be subordinated to any mortgage or lien and the TJPA shall be deemed in good faith if it refuses to subordinate this Agreement to any mortgage or lien.

27. Entire Agreement.

This Agreement (including the Exhibits), the Reservation Agreement, and the Security Agreement contain the entire agreement between the Parties with respect to the subject matter of this Agreement and may not be contradicted by evidence of any prior or contemporaneous oral or written agreements or understandings. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded in total by this Agreement. No prior drafts of this Agreement or changes from those drafts to the executed version of this Agreement, shall be introduced as evidence in any litigation or other dispute resolution proceeding by either Party or any other person and no court or other body shall consider those drafts in interpreting this Agreement.

28. Interpretation of Agreement.

A. Exhibits. Whenever an “**Exhibit**” is referenced, it means an attachment to this Agreement unless otherwise specifically identified. All such Exhibits are incorporated herein by reference. In the event of any conflict or inconsistency between the exhibits and any of the provisions of this Agreement, the provisions of this Agreement shall prevail.

B. Captions. Whenever a section, article or paragraph is referenced, it refers to this Agreement unless otherwise specifically identified. The captions preceding the articles and sections of this Agreement have been inserted for convenience of reference only. Such captions shall not define or limit the scope or intent of any provision of this Agreement.

C. Words of Inclusion. The use of the term “including,” “such as” or words of similar import when following any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific items or matters, whether or not language of non-limitation is used. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.

D. References. Wherever reference is made to any provision, term or matter “in this Agreement,” “herein” or “hereof” or words of similar import, the reference shall be deemed to refer to any and all provisions of this Agreement reasonably related thereto in the context of such reference, unless such reference refers solely to a specific numbered or lettered Section or paragraph of this Agreement or any specific subdivision thereof.

E. Recitals. In the event of any conflict or inconsistency between the recitals and any of the remaining provisions of this Agreement, the remaining provisions of this Agreement shall prevail.

F. No Presumption against Drafter. This Agreement has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Agreement.

29. Relationship of the Parties.

The subject of this Agreement is a private development with neither Party acting as the agent of the other Party in any respect. None of the provisions in this Agreement shall be deemed to render the TJPA a partner in Developer's business, or joint venturer or member in any joint enterprise with Developer.

30. Compliance with Laws.

Each Party and their respective agents and representatives shall conduct all activities within the Easement Area in a safe, prudent, and professional manner in accordance with commercial reasonable construction practices. Each Party and its' respective agents and representatives shall, with respect any work within the Easement Area, promptly comply with (a) all laws, statutes, ordinances, codes, rules, regulations, requirements, or orders or municipal, state, and federal authorities now in force or that may later be in force, including, but not limited to, those relating to the generation, use, storage, handling, treatment, transportation, or disposal of Hazardous Materials (as defined below); (b) the condition of any permit, occupancy certificate, license, or other approval issued by public officers; and (c) with any liens, encumbrances, easements, covenants, conditions, restrictions, and servitudes (if any) of record, or of which the Party has notice.

"Hazardous Materials" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA," also commonly known as the "Superfund" law), as amended, (42 U.S.C. Section 9601 et seq.) or pursuant to Section 25281 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the structure of improvements or are naturally occurring substances on or about real property; petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids; and "source," "special nuclear" and "by-product" material as defined in the Atomic Energy Act of 1985, 42 U.S.C. Section 3011 et seq.

31. Waiver of Claims.

Developer, for itself, its successors and assigns, hereby waives, releases, remises, acquits, and forever discharges the TJPA, the TJPA's employees, agents, officers, directors, consultants, contractors, successors or assigns, member agencies, or any other person acting on behalf of the TJPA, and the State of California, of and from any and all rights, claims, losses, injuries, costs, damages, causes of action, demands, rights, expenses, penalties, fines, or compensation whatsoever, direct or indirect, which Developer now has or which Developer may have in the future for (a) inverse condemnation related to the TJPA's exercise of its rights under this Agreement, including claims and losses related to noise, vibration, fumes, heat, intake of air, exhaust, or lighting, or the design, installation, construction, operation, use, inspection, maintenance, replacement, repair, alteration, reconstruction, safety or security of the Transbay

Subsurface Facilities and the Transbay Venting Facilities; (b) Developer's bracing against the TJPA Shoring Wall; (c) for inverse condemnation, negligence, professional negligence, trespass, nuisance, or any other claim or cause of action of any nature for damages or equitable relief arising from movement of any structure on Parcel F due to the TJPA's excavation and construction of the Transit Center facilities or due to the TJPA's sharing of information regarding the plans for the Transit Center facilities with Developer; or (d) for damage caused by the Transbay Program facilities to the foundation of any structure built on the Transbay Parcel F Property. Notwithstanding this Section 33 to the contrary, in no event is Developer waiving or releasing rights, claims, demands, or causes of action from any action related to the material replacement, repair, alteration, or reconstruction of any portion of the southeasterly wall of the Transbay Subsurface Facilities once initial construction of same is complete (but in no event after the commencement of construction on Parcel F by a Developer).

This waiver and release is a general release. Developer is aware of California Civil Code Section 1542, which reads as follows:

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.

To give full force and effect to the above general release, Developer hereby expressly, knowingly, and voluntarily waives all the rights and benefits of Section 1542 and any other similar law of any jurisdiction. By placing its initials below, Developer specifically acknowledges and confirms the validity of the release made above and the fact that Developer was represented by counsel who explained, at the time this Agreement was made, the consequences of the above releases.

INITIALS: _____
Developer's initials

32. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall constitute one and the same instrument.

33. Minor Encroachment.

If the TJPA's construction of the Transbay Subsurface Facilities and/or Transbay Venting Facilities in the Easement Area is off vertically due to construction error by the TJPA, and the Transbay Subsurface Facilities and/or Transbay Venting Facilities encroach incidentally into Parcel F outside the Easement Area, up to a maximum of twelve (12) inches ("**Minor Encroachment**"), the TJPA shall not be liable in trespass for such encroachment. In such an event, Developer shall, and hereby does, grant to the TJPA a perpetual non-exclusive easement for, and to the extent of, such Minor Encroachment.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by Developer and the TJPA as of the day and year first above written.

DEVELOPER:

By: _____

Name: _____

Its: _____

TJPA:

TRANSBAY JOINT POWERS AUTHORITY

By: _____

Name: Maria Ayerdi-Kaplan

Its: Executive Director

APPROVED AS TO FORM:

By: _____

Counsel for the TJPA

ACKNOWLEDGMENT

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

State of _____)

County of _____)

On _____, 2015, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

State of _____)

County of _____)

On _____, 2015, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

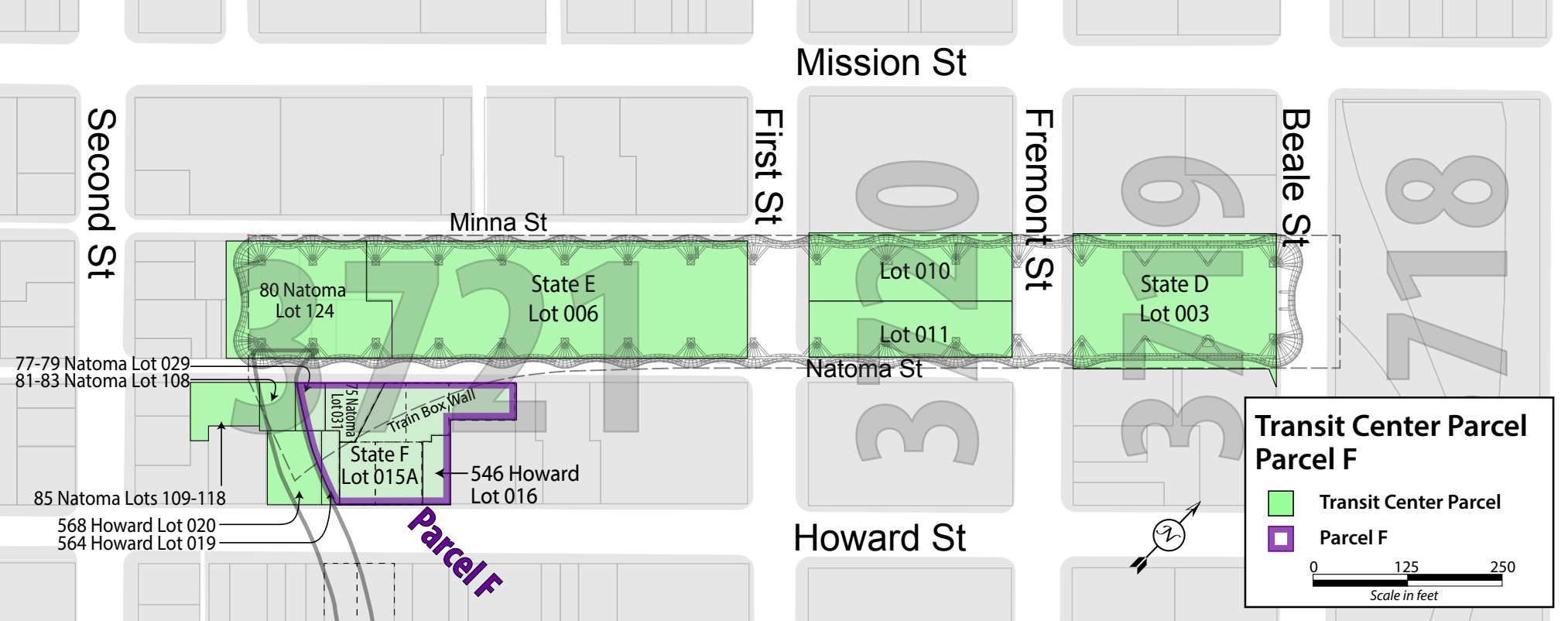
WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Depiction of Transit Center Property

[see attached]



Mission St

Second St

First St

Fremont St

Beale St

Minna St

80 Natoma Lot 124

State E Lot 006

Lot 010

Lot 011

State D Lot 003

Natoma St

77-79 Natoma Lot 029
81-83 Natoma Lot 108

75 Natoma Lot 031

Train Box/Wall

State F Lot 015A

Parcel F

546 Howard Lot 016

85 Natoma Lots 109-118

568 Howard Lot 020
564 Howard Lot 019

Howard St

Transit Center Parcel
Parcel F

- Transit Center Parcel
- Parcel F

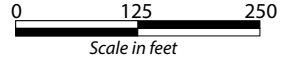


EXHIBIT B-1

Depiction of Parcel F

[see attached]

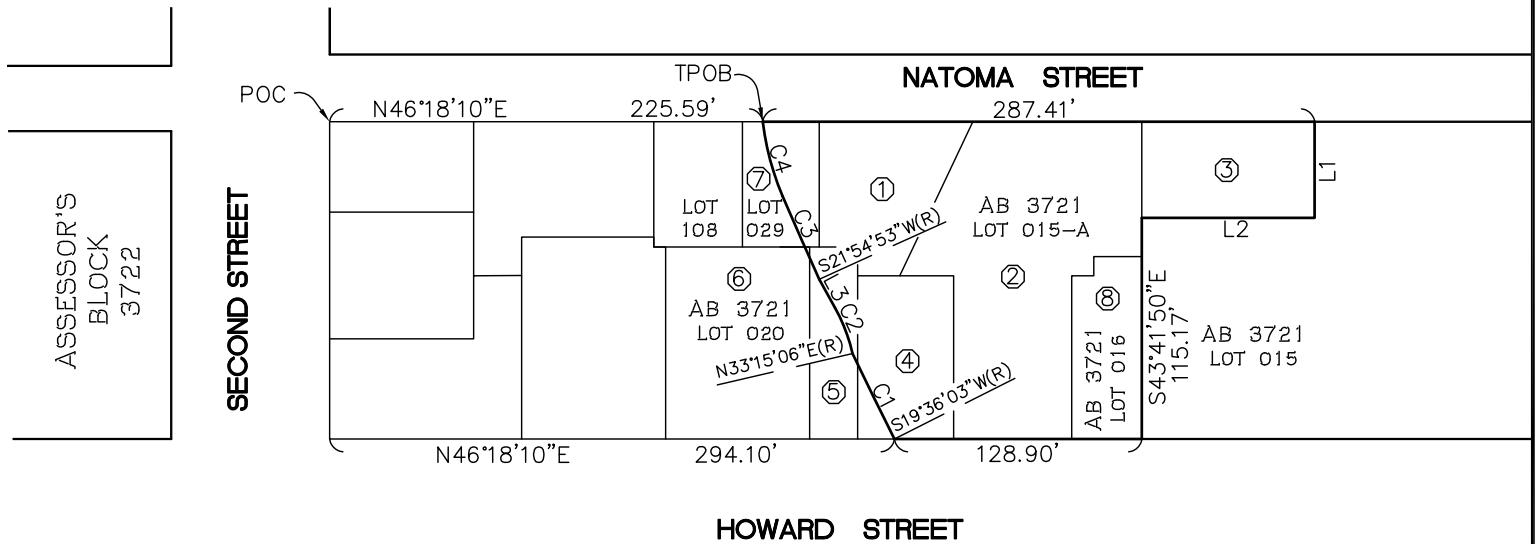
PLAT TO ACCOMPANY LEGAL DESCRIPTION

TRANSBAY PARCEL F PROPERTY

LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00'	S43°41'50"E
L2	90.00'	S46°18'10"W
L3	16.92'	N72°41'50"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	49.51'	2274.00	1°14'51"
C2	25.70'	92.33	15°56'56"
C3	47.04'	2274.00	1°11'07"
C4	40.45'	140.00	16°33'18"

- ① AB 3721-LOT 031
DOC. 2009-1745633-00
REEL J867, IMAGE 0118
- ② AB 3721-LOT 015-A
PARCEL 3
DOC. 2010-J017202-00
(TRACT A)
- ③ AB 3721-LOT 015-A
PARCEL 2
DOC. 2010-J017202-00
(TRACT A)
- ④ AB 3721-LOT 015-A
PARCEL 1
DOC. 2010-J017202-00
(TRACT A)
- ⑤ AB 3721-LOT 019
DOC. 2014-J925707-00
- ⑥ AB 3721-LOT 020
DOC. 2014-J925707-00
- ⑦ AB 3721-LOT 029
DOC. 2008-1694632-00
- ⑧ AB 3721-LOT 016
DOC. 2009-1745633-00
REEL J867, IMAGE 0118



ASSESSOR'S
BLOCK
3736

LEGEND

- RECORD BOUNDARY
- PROPOSED BOUNDARY
- POC POINT OF COMMENCEMENT
- TPOB TRUE POINT OF BEGINNING

BEARINGS PER "RECORD OF SURVEY NO. 6428"
BOOK EE, SURVEY MAPS AT PAGES 19-27,
SAN FRANCISCO COUNTY RECORDS.

1"=100'

F3 & Associates, Inc.

Land Surveying

701 E. H STREET, Benicia, CA 94510
Phone (707) 748-4300 - Fax (707) 361-0295
www.F3-inc.com

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
TRANSBAY TRANSIT CENTER

PRELIMINARY

TODD TILLOTSON PLS # 8593 EXP. 12/31/15

DATE: JUNE 10, 2015

DRAWN BY: STAFF

JOB NO: 14275

CCSF DPW

FILE NO:

SHEET 1 OF 1

EXHIBIT B-2

Legal Description of Parcel F

[see attached]

TRANSBAY PARCEL F PROPERTY
PERIMETER DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING ALL OF THAT PARCEL OF LAND CONVEYED TO THE TRANSBAY JOINT POWERS AUTHORITY BY GRANT DEED RECORDED APRIL 10, 2009 IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2009-I745633-00, TOGETHER WITH A PORTION OF PARCELS ONE THROUGH 3, INCLUSIVE, OF LAND CONVEYED TO THE TRANSBAY JOINT POWERS AUTHORITY BY DIRECTOR'S DEED (QUITCLAIM) RECORDED AUGUST 9, 2010 IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2010-J017202-00, A PORTION OF THAT PARCEL OF LAND CONVEYED TO THE TRANSBAY JOINT POWERS AUTHORITY BY GRANT DEED RECORDED DECEMBER 16, 2008 IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2008-I694632-00, AND A PORTION OF THOSE PARCELS OF LAND CONDEMNED TO THE TRANSBAY JOINT POWERS AUTHORITY BY ORDER OF CONDEMNATION IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2014-J925707-00, ALL BEING SITUATED IN 100 VARA BLOCK NO. 347 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF NATOMA STREET, DISTANT THEREON 225.59 FEET, MORE OR LESS, NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF SECOND STREET, SAID POINT BEING THE MOST EASTERLY EDGE OF RAMP, AS CONSTRUCTED; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE OF NATOMA STREET NORTH $46^{\circ}18'10''$ EAST 287.41 FEET, TO THE NORTHERNMOST CORNER OF SAID PARCEL 2 (2010-J017202); THENCE LEAVING SAID SOUTHEASTERLY LINE OF NATOMA STREET AND ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 2 SOUTH $43^{\circ}41'50''$ EAST 50.00 FEET; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2 SOUTH $46^{\circ}18'10''$ WEST 90.00 FEET; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3 (2010-J017202) AND THE NORTHEASTERLY LINE OF THAT SAID CERTAIN PARCEL OF LAND CONVEYED BY DEED UNDER DOCUMENT NO. 2009-I745633-00 SOUTH $43^{\circ}41'50''$ EAST 115.17 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF HOWARD STREET, SAID POINT PERPENDICULARLY DISTANT 423.00 FEET, MORE OR LESS, NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF SECOND STREET; THENCE ALONG SAID NORTHWESTERLY LINE OF HOWARD STREET SOUTH $46^{\circ}18'10''$ WEST 128.90 FEET MORE OR LESS, TO THE MOST NORTHEASTERLY EDGE OF RAMP, AS CONSTRUCTED; THENCE ALONG SAID EDGE OF RAMP, IN ALL OF ITS COURSES, WESTERLY ALONG A CURVE FROM WHICH THE RADIUS BEARS SOUTH $19^{\circ}36'03''$ WEST, HAVING A RADIUS OF 2274.00 FEET, THROUGH A SUBTENDED ARC OF $1^{\circ}14'51''$ AN ARC LENGTH OF 49.51 FEET; THENCE ALONG A NON-TANGENT CURVE FROM WHICH THE RADIUS BEARS NORTH $33^{\circ}15'06''$ EAST, HAVING A RADIUS OF 92.33 FEET, THROUGH A SUBTENDED ARC OF $15^{\circ}56'56''$, AN ARC LENGTH OF 25.70 FEET; THENCE NORTH $72^{\circ}41'50''$ WEST 16.91 FEET; THENCE ALONG A NON-TANGENT CURVE FROM WHICH THE RADIUS BEARS SOUTH $21^{\circ}54'53''$ WEST, HAVING A RADIUS OF 2274.00 FEET, THROUGH A SUBTENDED ARC OF $1^{\circ}11'07''$, AN ARC DISTANCE OF 47.04 FEET; THENCE ALONG A TANGENT CURVE, HAVING A RADIUS OF 140.00 FEET, THROUGH A SUBTENDED ARC OF $16^{\circ}33'18''$, AN ARC DISTANCE OF 40.45 FEET, MORE OR LESS TO THE POINT OF BEGINNING.
BEING A PORTION OF ASSESSOR'S BLOCK NO. 3721
COMPRISING 32,015 SQUARE FEET, MORE OR LESS

ALL BEARINGS, STREETS AND STREET LINES HEREINABOVE MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY NO. 6428", FILED MAY 31, 2012 IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, UNDER DOCUMENT NO. 2012J423945, IN BOOK EE OF SURVEY MAPS, AT PAGES 19 THROUGH 27, INCLUSIVE

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

PRELIMINARY

TODD A. TILLOTSON
L.S. NO. 8593
LICENSE EXPIRES 12/31/15

DATE: _____

EXHIBIT C-1

Depiction of the Easement Area

[see attached]

PLAT TO ACCOMPANY LEGAL DESCRIPTION

TRAINBOX AND VENT FACILITIES

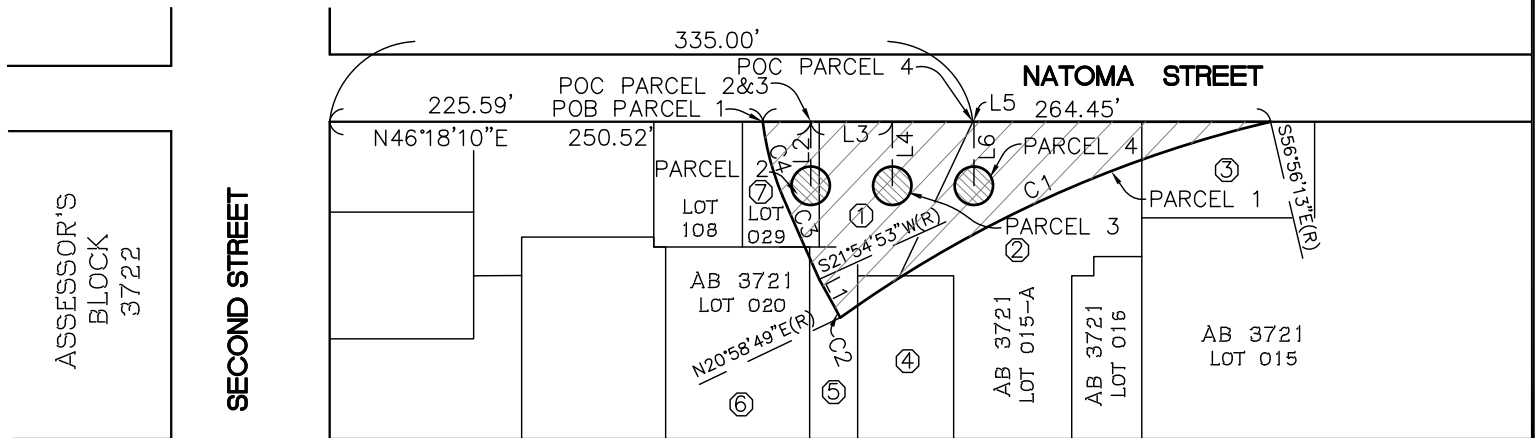
LINE TABLE

LINE	LENGTH	BEARING
L1	16.92'	N72°41'50"W
L2	33.31'	S43°41'50"E
L3	42.50'	N46°18'10"E
L4	33.31'	S43°41'50"E
L5	0.52'	N46°18'10"E
L6	33.31'	S43°41'50"E

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	247.91'	632.00	22°28'30"
C2	5.93'	92.33	3°40'40"
C3	47.04'	2274.00	1°11'07"
C4	40.45'	140.00	16°33'18"

- ① AB 3721-LOT 031
DOC. 2009-1745633-00
REEL J867, IMAGE 0118
- ② AB 3721-LOT 015-A
PARCEL 3
DOC. 2010-J017202-00
(TRACT A)
- ③ AB 3721-LOT 015-A
PARCEL 2
DOC. 2010-J017202-00
(TRACT A)
- ④ AB 3721-LOT 015-A
PARCEL 1
DOC. 2010-J017202-00
(TRACT A)
- ⑤ AB 3721-LOT 019
DOC. 2014-J925707-00
- ⑥ AB 3721-LOT 020
DOC. 2014-J925707-00
- ⑦ AB 3721-LOT 029
DOC. 2008-1694632-00



HOWARD STREET

ASSESSOR'S
BLOCK
3736

LEGEND

- BOUNDARY
- EASEMENT
- EASEMENT AREA
- POC
- POINT OF COMMENCEMENT
- TPOB
- TRUE POINT OF BEGINNING

BEARINGS PER "RECORD OF SURVEY NO. 6428"
BOOK EE, SURVEY MAPS AT PAGES 19-27,
SAN FRANCISCO COUNTY RECORDS.

1"=100'

F3 & Associates, Inc.

Land Surveying

701 E. H STREET, Benicia, CA 94510
Phone (707) 748-4300 - Fax (707) 361-0295
www.F3-inc.com

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
TRANSBAY TRANSIT CENTER

PRELIMINARY

TODD TILLOTSON PLS # 8593 EXP. 12/31/15

DATE: JUNE 17, 2015

DRAWN BY: STAFF

JOB NO: 14275

CCSF DPW

FILE NO:

SHEET 1 OF 1

EXHIBIT C-2

Legal Description of the Easement Area

[see attached]

TRAIN BOX AND VENT FACILITIES
PERIMETER DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING ALL OF THAT PARCEL OF LAND CONVEYED TO THE TRANSBAY JOINT POWERS AUTHORITY BY GRANT DEED RECORDED APRIL 10, 2009 IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2009-I745633-00, TOGETHER WITH A PORTION OF PARCELS ONE THROUGH 3, INCLUSIVE, OF LAND CONVEYED TO THE TRANSBAY JOINT POWERS AUTHORITY BY DIRECTOR'S DEED (QUITCLAIM) RECORDED AUGUST 9, 2010 IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2010-J017202-00, A PORTION OF THAT PARCEL OF LAND CONVEYED TO THE TRANSBAY JOINT POWERS AUTHORITY BY GRANT DEED RECORDED DECEMBER 16, 2008 IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2008-I694632-00, AND A PORTION OF THOSE PARCELS OF LAND CONDEMNED TO THE TRANSBAY JOINT POWERS AUTHORITY BY ORDER OF CONDEMNATION IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2014-J925707-00, ALL BEING SITUATED IN 100 VARA BLOCK NO. 347 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

ALL THAT REAL PROPERTY BOUNDED BY A VERTICAL PLANE HAVING AN UPPER LIMIT LYING AT AN ELEVATION OF 21.50 FEET AND EXTENDING DOWN TO THE CENTER OF THE EARTH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF NATOMA STREET, DISTANT THEREON 225.59 FEET, MORE OR LESS, NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF SECOND STREET, SAID POINT BEING THE MOST EASTERLY EDGE OF RAMP, AS CONSTRUCTED; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE OF NATOMA STREET NORTH 46°18'10" EAST 264.45 FEET, MORE OR LESS, TO THE MOST EASTERLY EDGE OF SHORING WALL, AS CONSTRUCTED, SAID POINT BEING A POINT OF CUSP OF A NON-TANGENT CURVE FROM WHICH THE RADIUS BEARS SOUTH 56°56'13" EAST; THENCE ALONG SAID EDGE OF SHORING WALL, IN ALL OF ITS COURSES, SOUTHERLY ALONG A CURVE HAVING A RADIUS OF 632.00 FEET, THROUGH A SUBTENDED ARC OF 22°28'30" AN ARC LENGTH OF 247.91 FEET, MORE OR LESS TO THE MOST EASTERLY EDGE OF RAMP, AS CONSTRUCTED, SAID POINT BEING A POINT OF CUSP OF A NON-TANGENT CURVE FROM WHICH THE CENTER BEARS NORTH 20°58'49" EAST; THENCE ALONG SAID EDGE OF RAMP, IN ALL OF ITS COURSES, WESTERLY ALONG A CURVE HAVING A RADIUS OF 92.33 FEET; THROUGH A SUBTENDED ARC OF 3°40'40" AN ARC DISTANCE OF 5.93 FEET; THENCE NORTH 72°41'50" WEST 16.91 FEET; THENCE ALONG A NON-TANGENT CURVE FROM WHICH THE RADIUS BEARS SOUTH 21°54'53" WEST, HAVING A RADIUS OF 2274.00 FEET, THROUGH A SUBTENDED ARC OF 1°11'07", AN ARC DISTANCE OF 47.04 FEET; THENCE ALONG A TANGENT CURVE, HAVING A RADIUS OF 140.00 FEET, THROUGH A SUBTENDED ARC OF 16°33'18", AN ARC DISTANCE OF 40.45 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK NO. 3721
COMPRISING 11,833 SQUARE FEET, MORE OR LESS

PARCEL 2:

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF THAT PARCEL OF LAND CONVEYED TO THE TRANSBAY JOINT POWERS AUTHORITY BY GRANT DEED RECORDED APRIL 10, 2009 IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2009-I745633-00, TOGETHER WITH A PORTION OF THAT PARCEL OF LAND CONVEYED TO THE TRANSBAY JOINT POWERS AUTHORITY BY GRANT DEED IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2008-I694632-00, ALL BEING SITUATED IN 100 VARA BLOCK NO. 347 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY BEING A COLUMN BOUNDED BY A VERTICAL PLANE HAVING AN UPPER LIMIT LYING AT AN ELEVATION OF 48.00 FEET AND EXTENDING DOWN TO THE CENTER OF THE EARTH, BOUNDED BY A CIRCLE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEASTERLY LINE OF NATOMA STREET, DISTANT THEREON 250.52 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF SECOND STREET; THENCE SOUTHEASTERLY PARALLEL WITH SAID NORTHEASTERLY LINE OF SECOND STREET 33.31 TO A POINT PERPENDICULARLY DISTANT 250.52 FEET NORTHEASTERLY FROM SAID NORTHEASTERLY LINE OF SECOND STREET, SAID POINT BEING THE RADIUS POINT OF A CIRCLE HAVING A RADIUS OF 10.00 FEET.

BEING A PORTION OF ASSESSOR'S BLOCK NO. 3721
COMPRISING 314 SQUARE FEET, MORE OR LESS

PARCEL 3:

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF THAT PARCEL OF LAND CONVEYED TO THE TRANSBAY JOINT POWERS AUTHORITY BY GRANT DEED RECORDED APRIL 10, 2009 IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2009-I745633-00, ALL BEING SITUATED IN 100 VARA BLOCK NO. 347 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY BEING A COLUMN BOUNDED BY A VERTICAL PLANE HAVING AN UPPER LIMIT LYING AT AN ELEVATION OF 48.00 FEET AND EXTENDING DOWN TO THE CENTER OF THE EARTH, BOUNDED BY A CIRCLE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEASTERLY LINE OF NATOMA STREET, DISTANT THEREON 250.52 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF SECOND STREET; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE OF NATOMA STREET NORTH 46°18'10" EAST 42.50 FEET, THENCE SOUTHEASTERLY PARALLEL WITH SAID NORTHEASTERLY LINE OF SECOND STREET 33.31 TO A POINT PERPENDICULARLY DISTANT 293.02 FEET NORTHEASTERLY FROM SAID NORTHEASTERLY LINE OF SECOND STREET, SAID POINT BEING THE RADIUS POINT OF A CIRCLE HAVING A RADIUS OF 10.00 FEET.

BEING A PORTION OF ASSESSOR'S BLOCK NO. 3721
COMPRISING 314 SQUARE FEET, MORE OR LESS

PARCEL 4:

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL THREE (3), OF LAND CONVEYED TO THE TRANSBAY JOINT POWERS AUTHORITY BY DIRECTOR'S DEED (QUITCLAIM) RECORDED AUGUST 9, 2010 IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2010-J017202-00, ALL BEING SITUATED IN 100 VARA BLOCK NO. 347 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY BEING A COLUMN BOUNDED BY A VERTICAL PLANE HAVING AN UPPER LIMIT LYING AT AN ELEVATION OF 48.00 FEET AND EXTENDING DOWN TO THE CENTER OF THE EARTH, BOUNDED BY A CIRCLE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEASTERLY LINE OF NATOMA STREET, DISTANT THEREON 335 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF SECOND STREET; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE OF NATOMA STREET NORTH 46°18'10" EAST 0.52 FEET, THENCE SOUTHEASTERLY PARALLEL WITH SAID NORTHEASTERLY LINE OF SECOND STREET 33.31 TO A POINT PERPENDICULARLY DISTANT 335.52 FEET NORTHEASTERLY FROM SAID NORTHEASTERLY LINE OF SECOND STREET, SAID POINT BEING THE RADIUS POINT OF A CIRCLE HAVING A RADIUS OF 10.00 FEET.

BEING A PORTION OF ASSESSOR'S BLOCK NO. 3721
COMPRISING 314 SQUARE FEET, MORE OR LESS

BASIS OF ELEVATION IS CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS, BUREAU OF STREETS-USE AND MAPPING DIVISION, SURVEY CONTROL POINT NO. 54, PK NAIL AND DISK IN CURB AT THE EASTERLY CORNER OF SECOND STREET AND HOWARD STREET, WITH AN ELEVATION OF 25.36 FEET, NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

ALL BEARINGS, STREETS AND STREET LINES HEREINABOVE MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY NO. 6428", FILED MAY 31, 2012 IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, UNDER DOCUMENT NO. 2012J423945, IN BOOK EE OF SURVEY MAPS, AT PAGES 19 THROUGH 27, INCLUSIVE

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

PRELIMINARY

TODD A. TILLOTSON
L.S. NO. 8593
LICENSE EXPIRES 12/31/15

DATE: _____

EXHIBIT D

Parcel F Design Requirements

[see attached]

Train Box Easement
Parcel F Design Requirements

1. The foundation for the Parcel F Tower shall comprise a deep foundation to bedrock.
2. The design of foundations shall be carried out in accordance with the San Francisco Building Code, 2010 edition.
3. The Parcel F Tower and the temporary and permanent Parcel F Support System shall provide for the structural support, integrity and safety of the Transit Center and the Transit Center Property during and after Developer's construction of the Parcel F Tower to the extent required under Section 832 of the California Civil Code.
4. The Parcel F Tower and the temporary and permanent Parcel F Support System shall not invalidate the performance requirements set forth in the Transit Center Structural Basis of Design Report (last updated on July 25, 2012), or otherwise compromise the Transbay Subsurface Facilities in a seismic event.
5. The steel design for the temporary Parcel F Support System shall be in accordance with the AISC Steel Construction Manual, Thirteenth Edition (2007), Allowable Stress Design (ASD).
6. The foundation for the Parcel F Tower and the Parcel F Support System shall be approved in writing by Developer's Geotechnical Engineer of Record.

EXHIBIT E

Transbay Venting Facilities

[see attached]

Train Box Vent Facilities Cross Section

