

## LICENSE AGREEMENT FOR ACCESS AND INSTALLATION OF SETTLEMENT MONITORS, SUBSURFACE GROUTING PIPES, AND SUBSURFACE SHAFT

THIS LICENSE AGREEMENT FOR ACCESS AND INSTALLATION OF SETTLEMENT MONITORS, SUBSURFACE GROUTING PIPES, AND SUBSURFACE SHAFT (this "**Agreement**"), dated for reference purposes only as of ~~August 18~~ <sup>September 18</sup>, 2013, is made by and among Beverly C. Sassus, as co-trustee of the Beverly C. Sassus Revocable Trust utd April 7, 1993, as amended and restated, Jacqueline M. Martin, as co-trustee of the Beverly C. Sassus Revocable Trust utd April 7, 1993, as amended and restated, as trustee of the Jacqueline Martin Trust dated December 19, 2012, as trustee of the Beverly Sassus Annuity Trust #1 dated December 27, 2012, and as trustee of the Beverly Sassus Annuity Trust #2 dated December 27, 2012, Yvette M. Scannell, as trustee of the Yvette Scannell Trust dated December 19, 2012, and Paul E. Sassus, as trustee of the Paul Sassus Trust dated December 19, 2012 (collectively, "**Owner**"), Bank of America, National Association, a national banking association ("**Bank**"), and the City and County of San Francisco, a municipal corporation, acting by and through its Municipal Transportation Agency ("**City**").

### RECITALS

A. Owner owns the real property commonly known as 1455 Stockton Street and 625 Green Street in San Francisco, as further described in the attached Exhibit A (collectively, the "**Property**"), and Bank leases the Property pursuant to a Lease Agreement dated October 29, 1963, as amended (as amended, the "**Lease**"). The term of the Lease is currently scheduled to expire as of November 30, 2018.

B. City will be performing certain subsurface work on and near the Property as part of City's construction of its Central Subway Project (the "**Project**") and, in connection with the construction of the Project, City wishes to perform the Work (as defined in Section 2).

C. City needs access to the Property for the performance of the Work, including the exclusive use of the portion of the Property depicted on the attached Exhibit B (the "**Parking Lot**") during a continuous six (6) month period (the "**Exclusive Use Period**"), and Owner and Bank agree to provide such access on the terms and conditions set forth below.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for such other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner, Bank, and City hereby agree as follows:

1. License; License Fee. Owner and Bank each hereby grants City a temporary, non-exclusive and non-possessionary right for City and its employees, contractors, subcontractors, representatives, agents or consultants (collectively, "**City's Agents**") to enter upon and use the Property for the limited purposes, and subject to the terms, conditions and restrictions, set forth below. This Agreement gives City a license only and does not constitute the grant of any ownership, leasehold, easement or other property interest or estate in all or any portion of the Property. City shall deliver a fee of \$29,042 to Bank (the "**License Fee**"), and a fee of \$5,000 to Owner, at the time this Agreement is fully executed and delivered. If the Lease terminates during the Exclusive Use Period, Bank shall retain a portion of the License Fee in an amount equal to \$4,840.33 for each month between the commencement of the Exclusive Use Period and such Lease termination (prorated on a per diem basis), and shall pay the balance to Owner.

2. Permitted Uses of the Property. City and City's Agents shall have the right to enter the Property under the terms of this Agreement for the purpose of performing the following work (collectively, the "**Work**"), which shall all be at City's sole cost:

(i) During the Exclusive Use Period, installing, maintaining, repairing and removing interlocking shaft columns and liner plates (collectively, the "**Shaft Improvements**") in the Parking Lot and excavating the soil from the area within the installed Shaft Improvements, all in compliance with the Work Plan (as defined in Section 3(b));

(ii) During the Exclusive Use Period, installing subsurface, thin-diameter grout piping (collectively, the "**Pipes**") in compliance in all material respects with the Work Plan, and filling the Pipes with grout as needed;

(iii) Installing settlement monitor markers, crack gauges and automated motorized total stations (collectively, the "**Exterior Monitors**") on the exterior of the building located on the Property (the "**Building**") in compliance in all material respects with the Work Plan;

(iv) Installing ten (10) liquid level monitors (collectively, the "**Interior Monitors**"), a one-half inch (.5") diameter plastic tube connecting the Interior Monitors (collectively, the "**Tubing**"), a crack gauge (the "**Basement Crack Gauge**"), a tilt meter (the "**Tilt Meter**"), and four (4) tape extensometers (the "**Extensometers**") at the Building basement locations depicted on the Equipment Map (as defined in Section 3(d)), and, subject to Section 3(d), installing any Additional Interior Crack Gauges (as defined in Section 3(d)) and any Additional Interior Monitors (as defined in Section 3(d));

(v) Repairing and maintaining the Exterior Monitors, the Interior Monitors, the Tubing, the Basement Crack Gauge, the Tilt Meter, the Extensometers, and any Additional Interior Crack Gauges and Additional Interior Monitors (collectively, the "**Monitoring System**"), taking readings from the Basement Crack Gauge, the Extensometers, and any Additional Interior Crack Gauges, and removing the Monitoring System;

(vi) Performing any incidental activities shown and/or described in the Work Plan in compliance in all material respects with the Work Plan; and

(vii) Performing any of City's rights or obligations under this Agreement.

Owner and Bank each consent to all the Work to be performed on the Property as generally shown on or described in the Work Plan, subject to the provisions of this Agreement.

3. General Conditions for Performance of the Work.

(a) Permits and Approvals. City shall obtain, at its sole cost, all applicable permits, licenses and approvals (collectively, "**Approvals**") of any regulatory agencies required for the performance of the Work by or for City. Owner and Bank shall each cooperate in good faith with City to submit any necessary consents or other documents reasonably required to enable City or City's Agents to apply for and obtain such Approvals, provided that nothing contained herein shall obligate either Owner or Bank to incur any costs in connection with such cooperation or the Work.

(b) Work Plan. City has delivered the final plans and specifications for the Work to Owner and Bank, which were Pages BP-003, BP-102, BP-121, BP-127, BP-151, and CS-104 of the plans prepared by PB Telemon for Contract 1252, dated January 21, 2011, a copy of which is attached as Exhibit C (the "**Work Plan**"). Owner and Bank each acknowledge that the Work Plan contains confidential information and neither Owner nor Bank shall disclose the Work Plan to any other party without City's prior written consent; provided, however, that: (i) Owner and Bank shall have the right without City's consent to provide the Work Plan to their respective

officers, directors, employees, agents, advisors, consultants and affiliates (each, an "**Advising Consultant**") to the extent reasonably necessary for the review of the Work Plan, the negotiation of this Agreement by Owner or Bank, or the assessment, implementation or enforcement of the parties' obligations under this Agreement, provided that the party providing the Work Plan to an Advising Consultant shall notify such Advising Consultant of the confidential nature of the Work Plan; and (ii) Owner and Bank may disclose the Work Plan without City's consent pursuant to any judicial, regulatory or administrative order, demand, or request (provided such request reasonably requires disclosure of the Work Plan and is made by an entity with jurisdiction to such matter) or applicable law, rule or regulation requiring such disclosure or in any documents submitted or filed by Owner or Bank in making a claim in litigation, arbitration and/or similar proceedings to enforce its rights under this Agreement (provided such claim reasonably requires disclosure of the Work Plan).

(c) Baseline Report. Prior to installing any Monitoring System components at the Property or commencing the work described in Section 2(i) and Section 2(ii) (the "**Parking Lot Work**"), City shall inspect the Property (the "**Pre-Construction Inspection**") during a mutually agreeable time and, at City's sole cost and expense, prepare a written report detailing the condition of the Property as of such inspection date (the "**Baseline Report**"). City shall provide Owner and Bank with at least ten (10) days' prior written notice of the date and time that City intends to perform such inspection, and Owner and Bank (and any consultant engaged by Owner and/or Bank) shall have the right to accompany the persons performing such inspection for City. City shall not be required to compensate Owner or Bank for the cost of any consultants employed by Owner or Bank under this paragraph.

City shall deliver a draft Baseline Report to Owner and Bank for review, and Owner and Bank shall have the right, but not the obligation, to notify City in writing (the "**Owner Report Comments**") of any item that needs to be modified, deleted or added in the draft Baseline Report to accurately describe the condition of the Property as of such inspection date. Owner and Bank, if at all, shall deliver the Owner Report Comments to City within ten (10) business days of receiving the draft Baseline Report from City. If Owner or Bank timely delivers Owner Report Comments to City, City shall respond to Owner and Bank in writing within ten (10) business days of receiving the Owner Report Comments (the "**City Report Comments**"), and the draft Baseline Report, the Owner Report Comments and the City Report Comments shall be collectively deemed to be the final Baseline Report. The final Baseline Report shall be completed, with a copy thereof delivered to Owner and Bank, before City commences with the installation of the Pipes and the Monitoring System.

Notwithstanding any review of the draft Baseline Report by Owner and/or Bank or any Owner Review Comments (or Owner's and/or Bank's failure to review or provide any comments), City is and shall remain fully responsible for investigating and ascertaining all relevant site conditions and all aspects of the Property applicable to the Work, and neither Owner nor Bank shall become responsible therefore. Except as expressly stated in this Agreement, and notwithstanding anything to the contrary in this Agreement, neither Owner nor Bank has made any representation or warranty about the Property or the improvements thereon (including the condition thereof), or the portions of the Property on which the Work will be undertaken, and City is accepting the use of the Property on an "as is" basis. City shall be responsible, at its own expense, for undertaking any title searches, surveys, investigations and/or purchasing any title insurance that it deems appropriate in order to satisfy itself as to the condition of title of the Property (including, without limitation, any easements that may be in place) or any other aspect of the Property or improvements thereon.

(d) Equipment Map. Prior to City commencing with the installation of the Monitoring System, City shall deliver a depiction of the proposed locations for the Interior Monitors and Tubing (the "**Draft Equipment Map**") to Owner and Bank for review, and Bank and Owner shall notify City in writing of any Owner and/or Bank comments to the Draft Equipment Map (the "**Owner Map Comments**"); provided, however, that neither Owner nor

Bank shall unreasonably withhold its consent to any of the Interior Monitor and Tubing locations proposed by City. If the Baseline Report reveals interior Building cracks that City reasonably determines should be monitored, City shall have the right to install crack gauges, provided that Owner and Bank consent to the location of such crack gauges, which consent shall not be unreasonably withheld (the "**Additional Interior Crack Gauges**"). If City reasonably determines that the monitoring of any Building settlement would be better conducted by replacing or supplementing the Interior Monitors and/or Tubing with additional or alternative interior monitoring equipment, and such supplementation or replacement would not have a greater impact on Building operations than the Interior Monitors and/or Tubing or pose any greater risk of damage to the Building or Property, City may install such supplemental or replacement interior monitoring equipment if Owner and Bank consent to the location thereof, which consent shall not be unreasonably withheld (the "**Additional Interior Monitors**"). The proposed location of any proposed Additional Interior Crack Gauges and any Additional Interior Monitors shall be included in the Draft Equipment Map.

Owner and Bank shall deliver the Owner Map Comments to City within ten (10) business days of receiving the Draft Equipment Map from City. If Owner and Bank do not deliver the Owner Map Comments to City within such ten (10) business day period, the Draft Equipment Map shall be deemed to be the "**Equipment Map**" hereunder. If Owner and Bank timely deliver Owner Map Comments to City within such ten (10) business day period, City shall revise the Draft Equipment Map and resubmit same to Owner and Bank for review, which review shall be completed as set forth in the preceding two sentences of this Section 3(d). This review and approval process shall continue until all updates and revisions to the Draft Equipment Map are finalized by City and approved by Owner and Bank, and such finalized report shall be deemed to be the "**Equipment Map**" hereunder. Once established, the Equipment Map shall not be further modified unless City, Owner and Bank agree to such modification in writing. If City, Owner and Bank mutually agree in writing to modify the placement of any of the Interior Monitors at any time after establishing the Equipment Map, the Equipment Map shall be accordingly modified. If Bank or Owner wishes to relocate any Monitoring System component to accommodate Building modifications or reconstruction, Bank, Owner and City shall work in good faith to find mutually-agreeable alternative Building locations for the Monitoring System component(s) specified in such notice, considering the modification or reconstruction needs of Bank and Owner and the need to adequately monitor the Building during the Term (as defined in Section 5). Commencement of the installation of the Monitoring System may begin only following establishment of the Equipment Map.

(e) Exercise of Due Care; Existing Utilities. City shall use, and shall cause City's Agents to perform, all Work in a good and workmanlike manner and in compliance with all municipal, county, state, federal and other applicable governmental laws, rules, ordinances and requirements (collectively "**Laws**") and shall use and shall cause City's Agents to use due care at all times to avoid any damage or harm to the Building, Property or improvements thereon in connection with the design and performance of the Work, and shall repair any damage to the Building and improvements in the Building or Property caused by the acts or omissions of City or the City's Agents in the design or performance of the Work on or about the Property. City shall be solely responsible for locating, and shall use commercially reasonable efforts to locate, any utilities at the Property that will be affected by the Work, and shall protect such utilities from being damaged by the Work. In connection with performance of the Work, neither City nor City's Agents shall interrupt the supply of utilities to the Property. It is understood and agreed that City shall bear all costs associated with the Work, and City shall not use electrical power or utilities supplied to the Property for the Monitoring System or Work hereunder except to the extent that Bank approves of the connection of any Monitoring System component into an existing Building electrical outlet depicted in the Equipment Map, and provided that the Monitoring System does not use material amounts of power (or the City pays for any such material amount of power used).

(f) Building Entries. Except where another timeframe is expressly established in this Agreement, City shall not enter the Building or Property under this Agreement without giving Bank at least five (5) business days advance notice. All activities within the Building and, following the termination of the Exclusive Use Period, at the Property, will be conducted so as to cause as little interference to Bank and its operations as reasonably practicable and, upon request of Bank, City and City's Agents shall be accompanied by a representative of the Bank when entering the Building to perform any of the Work. City will, in connection with any entry by City or City's Agents into the Building pursuant to this Agreement, abide by such reasonable rules, regulations and procedures as Bank may from time to time establish with respect to entry and limiting any unreasonable disruption to Bank operations and protecting the privacy of Bank or its customers, including accompaniment by designated representatives of Bank.

(g) Safety and Security; Modifications; Interruption of Use. City will be solely responsible for the safety and security of City and City's Agents or any of the property of the City or the City's agents (including, without limitation, the Monitoring Equipment) at or about the Property pursuant to this Agreement or in connection with the Work. Neither Bank nor Owner shall be required to provide lighting or security for the Work, and City shall not be entitled to rely on any lighting, security system or guards that may or may not be provided to the Property by the Bank or Owner. Neither Owner nor Bank shall be responsible for any loss or damage to any items installed at, or brought onto, the Property by City or City's Agents pursuant to this Agreement for any reason whatsoever, except to the extent such loss or damage is caused by the willful misconduct or gross negligence of Owner or Bank or any of their respective employees, contractors, subcontractors, representatives, or agents. City represents that the Monitoring System and Work shall not harm the Building or Property, and it is agreed and understood that City shall be solely responsible for any damage to the Building and improvements therein and to the Property to the extent caused by the Work.

Neither City nor City's Agents shall make any modifications, alterations or penetrations to the Building, other than any activities to fasten the Monitoring System components to the Building in the manner depicted in the approved Equipment Map or otherwise approved by Bank and Owner in writing.

Neither the Bank nor Owner shall be responsible to the City or the City's Agents for any claim, loss, expense, damage or profit if use of the Property is interrupted for any reason outside of the Bank's or the Owner's control.

(h) Notification of Commencement of Work; Coordination for Access. While the Lease remains in effect, Owner acknowledges and agrees that City shall only be required to coordinate all access to the Property needed for the Work with Bank. Subject to the terms of this Agreement, Bank shall cooperate with City and the City's Agents in scheduling the Work on the Property and shall grant City and the City's Agents permission and reasonable access to the Building and any other improvements on the Property to the extent reasonably necessary to perform any of the Work related to the Monitoring System. If the Lease expires or terminates during the term of this Agreement, subject to the terms of this Agreement, Owner shall cooperate with City and the City's Agents in scheduling the Work on the Property and shall grant City and the City's Agents permission and reasonable access to the Building and any other improvements on the Property to the extent reasonably necessary to perform any of the Work related to the Monitoring System.

City shall perform the Work in a manner that will not obstruct access to the Building during the Bank's normal business hours, which are currently Monday through Thursday, 9:00 a.m. to 5:00 p.m., Friday, 9:00 a.m. to 6:00 p.m. and Saturday, 9:00 a.m. to 1:00 p.m., excluding holidays. City will not obstruct the use of Bank's drive-through ATM at the Property, except to the extent reasonably necessary to protect the safety of users thereof or to repave the portion of the Parking Lot adjacent to such ATM. City shall provide the Property Manager (as defined in Section 7) with no less than seventy-two (72) hours prior notice if City will need to obstruct such

use for such purposes for more than a consecutive twenty-four (24) hour period, and shall provide the Property Manager with prior notice of any shorter obstruction period for such purposes. The City does not presently anticipate that the use of the drive-through ATM at the Property will be interrupted for longer than three (3) business days for repaving of the Parking Lot.

City will provide a proposed schedule of construction to the Property Manager as soon as possible (but in no event less than four weeks) in advance of commencement of construction of the Shaft Improvements in the Parking Lot and will work with Bank so as to minimize to the extent reasonably possible the interference with the Bank's operations and business at the Property during the prosecution of the Work, including any restoration work.

City shall promptly maintain and clean any area of the Property soiled or stained by the performance of any of the Work and promptly remove any debris dropped on the Property in the performance of any of the Work.

(i) Parking Lot Work Schedule. City shall perform and complete the Parking Lot Work and the Removal Work (as defined in Section 4) within the Exclusive Use Period.

(j) Restoration of the Property. At the times immediately following the completion of each stage of the installation of the Shaft Improvements, the Pipes and the Monitoring System (collectively, the "**Improvements**"), the completion of any maintenance or repairs to any of the Improvements, and the removal of any of the Improvements, City shall remove any debris on the Property resulting from such activity, and restore any physical damage to the Property caused by such activity or by the acts of City or City's Agents in performing such activity to the condition existing immediately prior to City's use hereunder (except for reasonable use and wear and damage by fire or other casualty that is not caused by the acts or omissions of the City or the City's Agents in performing the Work on or about the Property or by the Work) to the reasonable satisfaction of Bank; provided, however, that if the Lease has terminated prior to the time of such removal and restoration, City's removal and restoration obligation shall be completed to the reasonable satisfaction of Owner. Notwithstanding anything to the contrary in the foregoing sentence, City shall have the right to leave the Pipes on the Property at all times and to leave the entire Monitoring System on the Property during the Term. City shall not store or place any debris upon the Property during the course of any demolition or removal work performed in connection with the Work.

(k) No Liens. City shall pay all amounts it owes for the Work, and shall keep the Property free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Property pursuant to this Agreement. Such prohibited liens shall include, without limitation, mechanics', materialmen's or other liens filed by any contractor, subcontractor, architect, engineer, supplier or any other person or entity providing work, materials or services in connection with the Work or City's use of the Property pursuant to this Agreement. Should any such lien or claim of lien be filed against the Property, City shall cause it to be removed fully and finally from any portion of the Property within ten (10) business days of receiving written notice of such lien or claim of lien from Owner, Bank, or the claimant, whichever is earlier; provided, however, that if City reasonably contests the validity of such lien, such ten (10) business day period shall be extended by another thirty (30) days as long as City diligently pursues its protest to completion. Any such thirty (30) day extension shall be terminated automatically if there is any possibility that all or any portion of the Property will be subject to a foreclosure or other sale or divestiture during such thirty (30) day period. Should City fail to remove any such lien within such ten (10) business day period, or if City protests such lien but fails to diligently pursue it, or if City diligently pursues its protest but such lien is not fully and finally removed within such thirty (30) day period, Owner and/or Bank may (but shall have no obligation to) pay such claim in full after delivering no less than five (5) business days prior written notice to City of Owner's and/or Bank's intent to make such payment (provided no such prior notice shall be required if there is any possibility that all or any portion of the Property will subject to a foreclosure or other

sale or divestiture during such thirty (30) day period), and City shall reimburse Owner and Bank for all such amounts paid, together with all of Owner's costs and expenses (including reasonable attorneys' fees) in connection therewith. The provisions of this Section 3(k) shall survive the expiration or earlier termination of this Agreement.

(l) Repair of Damage. If any portion of the Property or any property of Bank or Owner located on or about the Property is damaged by any of the activities conducted by City or City's Agents hereunder or in connection with the Work (provided that any work related to the Project other than the Work shall not be deemed a part of the Work for purposes of the foregoing clause), City shall, at its sole cost, repair any and all such damage and restore the Property or such property to the condition it was in immediately prior to such damage (subject to reasonable use and wear or any damage caused by a casualty that is not caused by the acts or omissions of the City or the City's Agents in performing the Work on or about the Property or by the Work); provided, however, that City shall have no obligation to repair any damage to the extent that it resulted from the negligence or willful misconduct of Owner or Bank, or any of their respective employees, contractors, subcontractors, representatives, agents, or invitees.

(m) Monitoring System Components. The Monitoring System may include various components that are mounted on the exterior and interior of the Building. The placement and description of the Monitoring System components shall be part of the approved Equipment Map. City shall remove the Monitoring System prior to the end of the Term, and shall repair any damage to the Building and Property caused by such removal, as further set forth in Section 11.

4. Parking Lot Work. City shall have exclusive use of the Parking Lot during the Exclusive Use Period, which shall commence on the November 4, 2013. During the Exclusive Use Period, City will first install a construction fence surrounding the Parking Lot, with such fencing complying with all applicable laws, and then perform the Parking Lot Work and the Removal Work.

The "**Removal Work**" shall be comprised of (i) backfilling the excavation resulting from the portion of the Work described in Section 2(i) with controlled density fill, as further described in Page BP-127 to the Work Plan, (ii) removing the portion of the Shaft Improvements located within the first four feet (4') immediately below the ground surface, as further described on Page BP-127 to the Work Plan, (iii) restoring any portion of the Parking Lot where asphalt was removed for the Work by installing new asphalt in such portion and repainting the surface of such new asphalt to replicate the painted demarcations existing on such removed asphalt as of the Pre-Construction Inspection, and restoring any other portion of the Parking Lot damaged by the Work to the condition such portion was in as of the Pre-Construction Inspection, as further described on Page BP-127 to the Work Plan, and (iv) removing the construction fence installed by City at the Parking Lot. City shall perform the Removal Work prior to the termination of the Exclusive Use Period, and shall provide the Property Manager with no less than five (5) business days prior notice of the dates that City will commence, and anticipates completing, the Removal Work.

5. Term. This term of this Agreement (the "**Term**") shall commence on the date it is fully executed and shall expire on the earlier date (the "**Termination Date**") to occur of December 31, 2017, or any earlier date this Agreement is terminated pursuant to its terms, provided, however, that if this Agreement has not terminated prior to December 31, 2017, City shall have an option to extend the Termination Date for a period of up to two (2) additional years under the same terms and conditions stated herein. City shall exercise, if at all, such extension option by giving Owner and Bank a written notice of extension at least thirty (30) days prior to the original Termination Date; provided, however, that City shall not have any obligation to deliver such written extension notice to Bank if the Lease has terminated prior to the date such written extension notice is timely delivered to Owner. Owner and Bank each acknowledges and agrees that City's notice of its intent to exercise such extension option shall be exercisable by the SFMTA Director of Transportation.

6. City's Right to Terminate Work. City shall have no obligation to commence or complete any of the Work described in Section 2 (iii) – (vi) (the "**Monitoring Work**"), and City reserves the right, at its sole option, to withdraw from the Monitoring Work at any time prior to the termination of the Term if City determines, in its sole and absolute discretion, that it is inappropriate or impractical to complete the Monitoring Work for any reason whatsoever, including, by way of example only and without limitation, economic unfeasibility, unavailability of funds, impracticality or difficulty of site conditions, or City's re-evaluation of the need for the Monitoring Work. If City elects to terminate the Monitoring Work prior to the termination of the Term, City shall, at City's sole cost, promptly restore the Property to its substantially same physical condition prior to the commencement of Monitoring Work (subject to City's right to leave the items described in Section 8 and City's obligation to perform the Removal Work), except for reasonable use and wear and damage by fire or other casualty that is not caused by the acts or omissions of the City or the City's Agents in performing the Work on or about the Property or by the Work; provided, however, that City shall have no obligation to repair any damage to the extent that it resulted from the negligence or willful misconduct of Owner or Bank, or any of their respective employees, contractors, subcontractors, representatives, agents, or invitees) to the extent the Property is affected by the Work. If City elects to cease Monitoring Work prior to the termination of the Term, neither Bank (nor, if applicable, Owner) shall be obligated to return the Licensee Fee or other funds paid by the City pursuant to this Agreement.

7. Project Contacts. City has designated Mark Benson (the "**Construction Manager**"), as the individual for Owner and Bank to contact if any problems or questions with respect to the Property arise while City is conducting the Work. Prior to commencement of any of the Work, City shall provide Owner and Bank with the telephone numbers of the Construction Manager. City may change the designation and telephone numbers of the Construction Manager by delivering written notice of such change to Owner and Bank. Owner and Bank have designated Kathleen Read of Jones, Lang LaSalle Americas, Inc. (the "**Property Manager**"), as the individual for City to contact if any problems or questions with respect to the Property arise while City is conducting the Work; provided, however, that if the Lease is terminated at any time, the "Property Manager" shall be Jacqueline Martin and Yvette L. Scannell. Prior to commencement of any of the Work, Bank shall provide City with the telephone numbers of the Property Manager. Owner and Bank may jointly change the designation and telephone numbers of the Property Manager by delivering written notice of such change to City.

8. Remaining Improvements. City shall remove the Monitoring System prior to the expiration of the Term. If the Pipes are installed in substantial compliance with the Work Plan, the City shall have the right to leave them in place on the Property after the expiration of the Term. City shall remove the Shaft Improvements in accordance with the requirements of the Removal Work on or before the expiration of the Exclusive Use Period; provided, however, that if the Shaft Improvements are constructed in substantial compliance with the Work Plan, City shall have the right to leave in place any portion of the Shaft Improvements that are installed more than four feet (4') below the ground surface (the "**Residual Shaft Structure**") of the Property during and after the expiration of the Term.

As of the expiration of the Term, the Pipes and the Residual Shaft Structure shall be deemed part of the Property and owned in fee by Owner and City shall have no remaining interest therein. Notwithstanding the transfer of ownership, all liability and responsibility regarding design/installation and continued underground presence of the Pipes and the Residual Shaft Structure shall remain with the City as if the City had retained ownership thereof. Without limiting the generality of the foregoing, if at any time in the future (including after termination of this license) the Property or any other property or any person is physically damaged by any deterioration of the Pipes or the Residual Shaft Structure, by the design, construction or installation of the Pipes or the Residual Shaft Structure, or as a result of the presence of the Pipes or the Residual Shaft Structure, City shall take all necessary actions to repair such damage at its sole cost except to the extent such damage is caused by the negligence or willful misconduct of



Owner, Bank, or any other Owner tenant or licensee of the Property. Nothing in this Section 8 is intended as a waiver of any rights that Owner or Bank may otherwise have to seek and obtain compensation or other relief against City for any other losses caused by the Pipes or the Residual Shaft Structure. This Section 8 shall survive the termination of this Agreement, and its benefits shall be transferable by Owner to any successors and assigns of any ownership interest in the Property, including lenders.

9. Insurance.

(a) At City's expense, City will obtain and keep in force during the Term a policy of commercial general liability insurance written on an occurrence basis with a per occurrence limit of not less than \$3,000,000. Bank and Owner acknowledge that City shall have the right to fulfill its obligations hereunder by a program of "self-insurance". For purposes hereof, "self-insurance" means that City shall pay any and all amounts due in lieu of insurance proceeds as required under the provisions of this Agreement, which amounts shall be treated as insurance proceeds for all purposes under this Agreement, and in no event shall Owner and Bank be entitled to less coverage or benefits than Owner and Bank would have been entitled to had City obtained the insurance required under this Agreement from a third party insurance carrier. The insurance set forth herein shall not be deemed to limit City's obligations under this Agreement.

(b) City shall cause City's primary contractor for the Work to procure and keep in effect during any construction work performed prior to the termination of this Agreement, at no expense to Owner or Bank, insurance in the following amounts and coverage's: (i) commercial general liability insurance with limits of not less than \$3,000,000 each occurrence for bodily injury and property damage, including coverages for independent contractors, contractual liability, broad form property damage, personal injury, explosion, collapse, and underground (XCU), products, and completed operations with respect to the Project; (ii) comprehensive automobile liability insurance with limits of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverages for owned, hired and non-owned vehicles, as applicable; and (iii) worker's compensation insurance, including employer's liability coverage with limits of not less than \$1,000,000 each accident. The insurance described in (i) and (ii) hereunder shall name Owner, Bank, and Bank's property manager (currently Jones, Lang LaSalle Americas, Inc.) as additional insured.

10. Compliance with Laws. City shall, at its expense, conduct and cause to be conducted all activities and Work hereunder in a safe and prudent manner and in compliance with all Laws, whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. City shall, at its sole expense, procure and maintain in force at all times during its use of the Property any and all licenses or approvals necessary to conduct the activities allowed hereunder.

11. Surrender. Within thirty (30) days after completion of the Work or the earlier termination of this Agreement, City shall surrender the Property in substantially the same condition as received, free from hazards and clear of all debris and with all Removal Work completed, except for City's right to leave the Pipes and Residual Shaft Structure in accordance with Section 8 above and except for reasonable use and wear and damage by fire or other casualty that is not caused by the acts or omissions of the City or the City's Agents in performing the Work on or about the Property or by the Work. At such time, City shall remove all of its property from the Property and shall repair, at its cost, any damage to the Property caused by such removal. City's obligations under this Section shall survive any termination of this Agreement.

12. Condition of Property. "**Hazardous Material**" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation,

any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 *et seq.*, or pursuant to Section 25316 of the California Health & Safety Code; a "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 Property or are naturally occurring substances in the Property, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Property.

To the current actual knowledge of Joseph Ryan, Bank's Senior Vice President and Property Director, Bank has not received written notice of the presence or release of Hazardous Materials at the Property in violation of any applicable laws (a "**Notice of Violation**") during the past two (2) years. Bank believes that Joseph Ryan would be reasonably expected to have received any Notice of Violation during such two (2) year period. To the current actual knowledge of Beverly C. Sassus, Owner has not received any Notice of Violation during the past two (2) years. Owner believes that Beverly C. Sassus would be reasonably expected to have received any Notice of Violation during such two (2) year period. The foregoing shall not require either person to undertake any environmental inspection or survey of the Property and shall not subject either individual to personal liability. City acknowledges that the Building or structures at the Property or components thereof contain asbestos and/or asbestos-containing materials ("ACM"), and, notwithstanding anything in this paragraph or Agreement to the contrary, neither Owner nor Bank makes any representation or warranty about the presence of asbestos or ACM at the Building or Property.

City accepts the Property and all improvements thereon in their "AS IS" condition, without representation or warranty of any kind by Owner or Bank other than any expressly made in this Agreement, and subject to all applicable laws, rules and ordinances governing the use of the Property, and to any and all covenants, conditions, restrictions, easements, encumbrances, claims of title and other title matters affecting the Property, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey. Notwithstanding anything to the contrary in the foregoing, City shall have no obligation to remediate any Hazardous Materials existing on the Property prior to the commencement of the Work; provided, however, that notwithstanding anything in this Agreement to the contrary, City shall remediate any such pre-existing Hazardous Material to the extent it was negligently released or the presence worsened or exacerbated through the acts of the City or the City's Agents on the Property or performance of the Work.

13. **Indemnity.** City shall indemnify, defend and hold harmless Owner and Bank, and their respective employees, contractors, subcontractors, representatives, and agents, and their successors and assigns (collectively, the "**Indemnified Parties**" and individually, an "**Indemnified Party**"), from and against any and all claims, demands, losses, damages, liens, causes of action, legal actions, judgments, awards, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees (collectively, "**Losses**") arising from or in any way caused by (1) physical damage to the Property (including, without limitation, the Building or personal property or improvements therein) caused by the (a) acts or omissions of the City or the City's Agents while performing the Work on or about the Property, or (b) Work, the Monitoring System, the Pipes, or the Shaft Improvements, (2) personal injury or death in any way arising from or caused by the Work or by the Monitoring System, the Pipes, or the Shaft Improvements, (3) disruption in utility service to the Property caused by the performance of the Work or by the Monitoring System, the Pipes, or the Shaft Improvements, or (4) City's default in its obligations hereunder. Notwithstanding anything to the contrary in the foregoing, City's obligations hereunder shall not include any Loss to the extent it results from (i) the willful misconduct or negligence of any Indemnified Party; (ii) the discovery of any pre-existing Hazardous Material

affecting the Property, provided the City's indemnification obligations pursuant to this Section shall extend to any pre-existing Hazardous Materials to the extent negligently released or the presence worsened or exacerbated by the Work or through the acts of the City or the City's Agents on the Property in the performance of the Work; (iii) the discovery of any pre-existing deficient condition affecting the Property, provided the City's indemnification obligations pursuant to this Section shall extend to any pre-existing deficient condition to the extent worsened or exacerbated by the Work or through the acts of the City or the City's Agents on the Property in the performance of the Work; or (iv) the City's non-negligent release of any pre-existing Hazardous Material existing on the Property discovered by City through the performance of the Work; provided, however, that once City learns of such pre-existing Hazardous Material, City shall promptly notify Owner and Bank in writing and modify its performance of the Work to prevent any further release or exacerbation thereof.

Each of Owner and Bank must give notice of any claim for Losses it may have against City under the express indemnity contained in the first paragraph of this Section 13 within one hundred eighty (180) days after learning of the Loss. City's indemnity obligations under the first paragraph of this Section 13 shall terminate on the first anniversary of the Termination Date, provided, however, that City's indemnity obligations under the first paragraph of this Section 13 shall continue after such first anniversary with respect to any notice for a claim for Losses delivered by Owner or Bank to City prior to such first anniversary. However, nothing contained herein shall be deemed a waiver or limitation of Owner's and/or Bank's rights to make claims against the City under this Agreement or at law or in equity during the applicable statute of limitations period for any Losses that are not covered by the express indemnity contained in the first paragraph of this Section 13 or that are barred by the termination of such express indemnity.

Further, nothing in this Section 13 is intended as a waiver or limitation of any rights that Owner or Bank may otherwise have to seek and obtain compensation or other relief for any release of Hazardous Materials, including any pre-existing Hazardous Materials, caused by the Work and not covered by the first paragraph of this Section 13.

14. Ownership; Transfer.

(a) Owner. Owner represents and warrants to City as follows: (i) it is the sole owner in fee of the Property, (ii) to Owner's knowledge, other than the Lease, Owner has not entered into any lease agreement or license affecting any portion of the Property, (iii) to Owner's knowledge, Owner has full right and authority to grant the license contained in this Agreement to City without the consent of any other person or entity other than the Bank, and (iv) the person signing on behalf of Owner has the authority to bind Owner to this Agreement. If Owner's title to or possession of all or any portion of the Property is sold, conveyed or otherwise transferred for any reason before the termination of this Agreement, Owner shall assign its rights and obligations under this Agreement to the new owner (who shall assume Owner's obligations hereunder) and shall immediately notify City in writing of such assignment and assumption and the name and address of the new owner, and City shall be bound to such successor under the terms of this Agreement as if such successor was the originally named Owner hereunder.

(b) Bank. Bank represents and warrants to City as follows: (i) Bank has not assigned its interest in the Lease or sublet all or any portion of the Property, (ii) to Bank's knowledge, Bank has full right and authority to grant the license contained in this Agreement to City without the consent of any other person or entity other than Owner, and (iii) the person signing on behalf of Bank has the authority to bind Bank to this Agreement. If Bank's lease to or possession of all or any portion of the Property is sold, assigned, or otherwise transferred before the termination of this Agreement, Bank shall assign its rights and obligations under this Agreement to the new tenant (who shall assume Bank's obligations hereunder) and shall immediately notify City in writing of such assignment and assumption and the name and address of the new tenant, and commencing on such assignment and assumption, City shall be bound to such successor as if such successor was the originally named Bank under this Agreement. Nothing contained herein

shall restrict Bank from entering into subleases or licenses with respect to the Property without any requirement to notify City; provided, however, that Bank shall make such sublease or license subject to the terms of this Agreement and shall provide a copy of this Agreement to such sublessee or licensee.

15. MacBride Principles - Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, *et seq.* The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Owner and Bank each acknowledge that they have read and understand the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

16. Tropical Hardwoods and Virgin Redwoods. The City and County of San Francisco urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, virgin redwood wood product.

17. Notification of Limitations on Contributions. Through its execution of this Agreement, Owner acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing any land or building to or from the City whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for such contract until the termination of negotiations for such contract or six (6) months has elapsed from the date the contract is approved by the City elective officer, or the board on which that City elective officer serves.

18. Notices. Except as otherwise expressly provided herein, any notices given under this Agreement shall be effective only if in writing and (a) personally delivered, (b) deposited with a commercially recognized national courier service, or (c) sent by registered or certified mail, postage prepaid. All notices hereunder will be deemed given upon receipt, if personally delivered, or upon the date shown for delivery or attempted delivery if sent by national courier service or registered/certified mail. All notices given under this Agreement shall be addressed to the parties as set forth below or at such other place as they may from time to time designate in writing:

If to City: San Francisco Municipal Transportation Agency  
SFMTA Real Estate Section  
1 South Van Ness Avenue, 8<sup>th</sup> Floor  
San Francisco, CA 94103  
Attention: Senior Manager  
Fax No.: 415-701-4341

San Francisco Municipal Transportation Agency  
Central Subway Project  
821 Howard Street, 2<sup>nd</sup> Floor  
San Francisco, CA 94103  
Attention: Alex Clifford  
Fax No.: 415-701-5222

If to Owner: Beverly C. Sassus  
Trustee, Beverly C. Sassus Revocable Trust  
175 Manor Drive  
San Francisco, California 94127

Jacqueline M. Martin, Trustee  
129 Convent Court

San Rafael, CA 94901

Yvette M. Scannell, Trustee  
1041 Ringwood Ave  
Menlo Park, CA 94025

If to Bank: Bank of America, National Association  
NC2-150-03-06  
13850 Ballantyne Corp Place  
Charlotte, North Carolina 28277  
Attn: California Lease Administration (CA5-120)

Bank of America, National Association  
Attn: Transaction Specialist  
Mail Code: AZ3-182-01-01  
Power and Queen Creek Banking Center  
8463 S. Power Road  
Queen Creek, Arizona 85142-5868

19. Attorneys' Fees. If any party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party or parties reasonable attorneys' fees and costs. For purposes of this Agreement, the reasonable fees of attorneys of the Office of the City Attorney of the City and County of San Francisco 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 City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the City Attorney's Office.

20. Lease Termination. If the Lease expires or terminates during the Term, then as of such expiration or termination of the Lease, any review, approval or consent that is described in this Agreement to come from "Bank and Owner" shall thereafter come exclusively from Owner, and all references to Bank in Section 3(f) shall be automatically revised to reference Owner. Upon the expiration or termination of the Lease and Bank's vacation of the Property, Bank shall have no further obligations under this Agreement accruing or arising on and after such expiration or termination.

21. Disability Access. For purposes of California Civil Code Section 1938, to the extent applicable to this Agreement, the Property has not been inspected by a Certified Access Specialist ("CASp").

22. General Provisions. (a) This Agreement may be amended or modified only by a writing signed by City, Owner, and Bank. If the Lease has expired or terminated, the Agreement may be modified only by a writing signed by Owner and City, except that no such modification shall serve to modify any rights or obligations of Bank hereunder. (b) No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) All approvals and determinations of City requested, required or contemplated hereunder may be made by the SFMTA Director of Transportation or his or her designee, and Bank and Owner shall be entitled to rely on any such approvals and determinations. All approvals and determinations of Owner requested, required or contemplated hereunder may be made by Joseph Ryan, and City shall be entitled to rely on any such approvals and determinations. All approvals and determinations of Bank requested, required or contemplated hereunder may be made by Jacqueline Martin and Yvette L. Scannell, and City shall be entitled to rely on any such approvals and determinations. (d) This instrument (including the exhibits hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and

other headings of this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement. (f) Time is of the essence. (g) This Agreement shall be governed by California law. (h) If Owner or Bank consists of more than one person, then the obligations of each person shall be joint and several. (i) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (j) Any reference in this Agreement to "City", "Owner", or "Bank", respectively, shall be deemed to include and apply to any successor, heir, administrator, executor or assign of such party. (k) This Agreement does not create a partnership or joint venture between Owner, Bank and City as to any activity conducted by City on, in or relating to the Property. (l) Nothing herein shall be deemed a gift or dedication of any portion of the Property to the general public or for the general public, it being the intention of the parties that the license granted hereunder and any other rights granted hereby shall be limited to and for the purposes specified herein. (m) This Agreement shall become effective only when duly signed and delivered by the parties. (n) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. (o) The parties agree to accept a digital image of this Agreement, as fully executed, as a true and correct original and admissible as best evidence for the purposes of State law, Federal Rule of Evidence 1002, and the like statutes and regulations.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

OWNER:

BEVERLY C. SASSUS REVOCABLE TRUST UTD  
APRIL 7, 1993, AS AMENDED AND RESTATED

By: Beverly C. Sassus  
Beverly C. Sassus, Co-Trustee  
Date: 9-11-13

By: Jacqueline Martin  
Jacqueline Martin, Co-Trustee  
Date: 9-11-13

JACQUELINE MARTIN TRUST DATED DECEMBER  
19, 2012

By: Jacqueline Martin  
Jacqueline Martin, Trustee  
Date: 9-11-13

BEVERLY SASSUS ANNUITY TRUST #1 DATED  
DECEMBER 27, 2012

By: Jacqueline Martin  
Jacqueline Martin, Trustee  
Date: 9-11-13

BEVERLY SASSUS ANNUITY TRUST #2 DATED  
DECEMBER 27, 2012

By: Jacqueline Martin  
Jacqueline Martin, Trustee  
Date: 9-11-13

YVETTE SCANNELL TRUST DATED DECEMBER 19,  
2012

By: Yvette Scannell  
Yvette M. Scannell, Trustee  
Date: 9-11-13

PAUL SASSUS TRUST DATED DECEMBER 19, 2012

By: Paul E. Sassus  
Paul E. Sassus, Trustee  
Date: 9-11-13

BANK:

BANK OF AMERICA, National Association, a national banking association

By: 

Name: SARAH M. CORNSTOCK

Its: OFFICER TRANSACTION SPECIALIST

Date: 9-10-13

CA5-120

CITY:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its Municipal Transportation Agency

By: 

Edward D. Reiskin  
Director of Transportation

Date: 9.18.13

APPROVED AS TO FORM:

DENNIS J. HERRERA,  
City Attorney

By: 

Carol Wong  
Deputy City Attorney



## EXHIBIT A

### Legal Description of Property

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

#### Parcel A:

Beginning at a point on the Southerly line of Green Street, distant thereon 80 feet Westerly from the Westerly line of Stockton Street; running thence Westerly along the Southerly line of Green Street 57 feet and 6 inches; thence at a right angle Southerly 70 feet and 11-3/4 inches; thence at a right angle Easterly 57 feet and 6 inches; and thence at a right angle Northerly 70 feet and 11-3/4 inches to the point of beginning.

Being a portion of 50 Vara Block No. 131.

#### Parcel B:

Beginning at a point on the Northerly line of Card Alley, distant thereon 77 feet 6 inches Westerly from the Westerly line of Stockton Street, and also perpendicularly distant 134 feet 6 inches Southerly from the Southerly line of Green Street; running thence Westerly along said line of Card Alley 36 feet; thence at a right angle Northerly 62 feet 6 inches; thence at a right angle Easterly 36 feet; and thence at a right angle Southerly 62 feet 6 inches to the point of beginning.

Being a portion of 50 Vara Lot No. 236 in Block No. 131.

#### Parcel C:

Beginning at a point on the Northerly line of Card Alley, distant thereon 113 feet 6 inches Westerly from the Westerly line of Stockton Street; running thence Westerly along said line of Card Alley 24 feet; thence at a right angle Northerly 61 feet 10 inches; thence at a right angle Easterly 24 feet; and thence at a right angle Southerly 61 feet 10 inches to the point of beginning.

Being a portion of 50 Vara Block No. 131.

#### Parcel D:

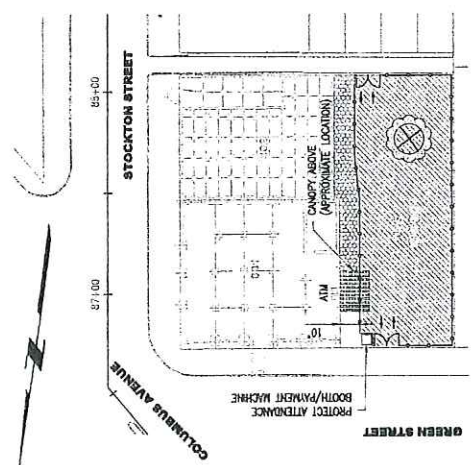
Beginning at a point formed by the intersection of the Southerly line of Green Street with the Westerly line of Stockton Street; and running thence Southerly along said line of Stockton Street 70 feet and 11-1/4 inches; thence at a right angle Westerly 80 feet; thence at a right angle Northerly 70 feet and 11-1/4 inches to the Southerly line of Green Street; thence at a right angle Easterly along said line of Green Street 80 feet to the point of beginning.

Being a portion of 50 Vara Lot No. 236.

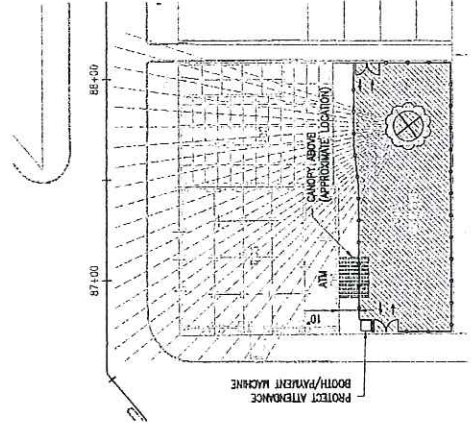
APN: 0130-040 (Parcels A, B, and C), 0130-001 (Parcel D)

**EXHIBIT B**

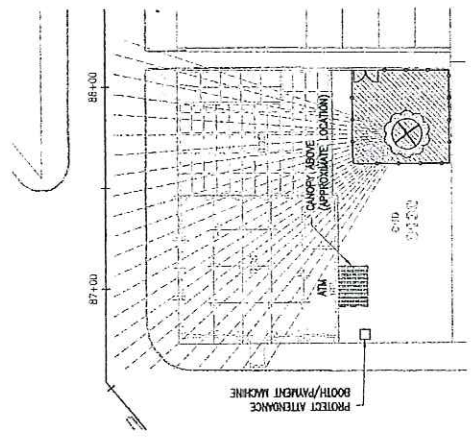
**Depiction of Parking Lot and Location of Shaft Improvements**



**STAGE 1 - SINKING OF SHAFT**



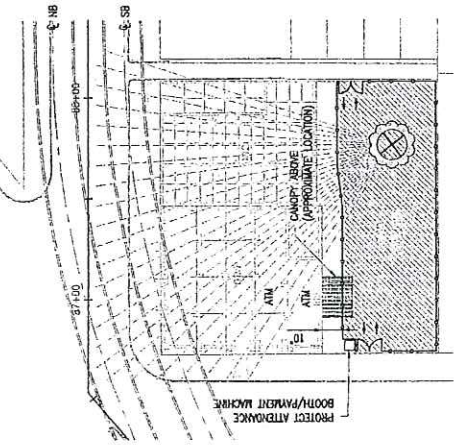
**STAGE 2 - INSTALLATION OF COMPENSATION GROUTING PIPES AND INITIAL GROUTING**



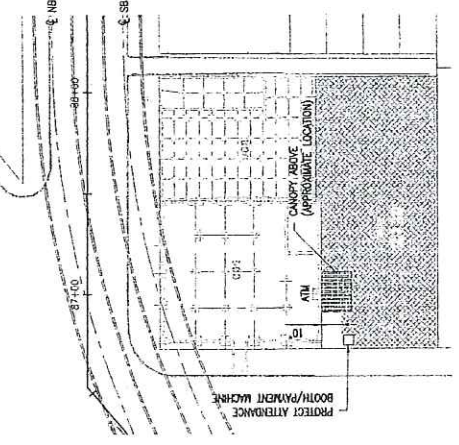
**STAGE 3 - WAITING FOR TBMS  
REDUCE SITE AREA TO MINIMUM  
TO ALLOW PARKING USE**

**NOTES:**

- CONTRACTOR SHALL DESIGN GROUT SHAFT INCLUDING ANY GROUND TREATMENT REQUIRED.
- GROUT SHAFT SIZE AND LOCATION TO BE DEFINED BY CONTRACTOR TO SUIT METHOD OF CONSTRUCTION.
- CONSTRUCTION SITE SHOWN IS INDICATIVE ONLY. CONTRACTOR SHALL DEVELOP OWN CONSTRUCTION SEQUENCE/ROAD OCCUPATION AND OBTAIN AUTHORIZATION FROM DPT.
- REMOVE SHAFT STRUCTURE TO 6 FT. BELOW GROUND AND BACKFILL SHAFT ON COMPLETION.



**STAGE 4 - REOCCUPATION OF WORKSITE DURING TUNNELING PAST THE BUILDING**



**STAGE 5 - RESTORE PARKING LOT AND DRIVE-THROUGH**

**LEGEND**

- CONSTRUCTION SITE
- RESTRICT ACCESS FOR ATM DRIVE-THROUGH, IF NECESSARY DURING CONSTRUCTION FOR SAFETY
- GROUTING PIPES
- CAR PARK AND ATM DRIVE-THROUGH RESTORATION AREA
- APPROXIMATE LIMIT OF WORKSITE
- GROUT SHAFT

		CITY AND COUNTY OF SAN FRANCISCO <b>MUNICIPAL TRANSPORTATION AGENCY</b>		PROJECT NO. 1252 DRAWING NO. CL-17977	
		APPROVED: <i>[Signature]</i> EXECUTIVE DIRECTOR/CDO		SHEET NO. CS-104 OF 17	
<b>PB TELAMON</b> PROJECT MANAGER		<b>PB</b> PE AMERICAS, INC. PROJECT ENGINEER		CONSTRUCTION STAGING COMPENSATION GROUTING 1435-1455 STOCKTON STREET	
DATE: 01/21/2011 ISSUE: 02/20/11		SCALE: AS SHOWN		0	

**CONFORMED**

**EXHIBIT C**

**Work Plan**

[see attached]

BUILDING INSTRUMENTATION SCHEDULE (CONT.)

BUILDING BLOCK-LOT NO.	CTL STATION	ADDRESS	AUTOMATED BUILDING SETTLEMENT MONITORING INSTRUMENT NO.	MANUAL BUILDING SETTLEMENT MONITORING INSTRUMENT NO.	CRACK GAUGE (ALLOWANCE)	TILT METER (ALLOWANCE)	LOAD LEVEL (ALLOWANCE)	TAPE EXTENSOMETER (ALLOWANCE)
0000-000	0000-000		BSP1-0000-000-X	MSP1-0000-000-X	EA	EA	EA	EA
0130-002	06775	1435-1445 STOCKTON STREET	BSP1-0130-002-2 BSP1-0130-002-3 BSP1-0130-002-4	MSP1-0130-002-1 MSP1-0130-002-2 MSP1-0130-002-3 MSP1-0130-002-4	6	2	2	0
0130-009	06845	1411-1433 STOCKTON STREET	BSP1-0130-009-1 BSP1-0130-009-2	MSP1-0130-009-1 MSP1-0130-009-2 MSP1-0130-009-3 MSP1-0130-009-4	4			
0130-010	06842	1401 STOCKTON STREET	BSP1-0130-010-1 BSP1-0130-010-2 BSP1-0130-010-3 BSP1-0130-010-4	MSP1-0130-010-1 MSP1-0130-010-2 MSP1-0130-010-3 MSP1-0130-010-4	4			
0131-002	068475	1418 STOCKTON STREET	BSP1-0131-002-1 BSP1-0131-002-2	MSP1-0131-002-1 MSP1-0131-002-2	4			
0131-005	068413	1409-1437 STOCKTON (110 118)	BSP1-0131-005-1 BSP1-0131-005-2 BSP1-0131-005-3	MSP1-0131-005-1 MSP1-0131-005-2 MSP1-0131-005-3	4			
0146-011	062462	1300-1310 STOCKTON STREET	BSP1-0146-011-1 BSP1-0146-011-2	MSP1-0146-011-1 MSP1-0146-011-2	4			
0146-022	062405	1316-1324 STOCKTON STREET	BSP1-0146-022-1 BSP1-0146-022-2	MSP1-0146-022-1 MSP1-0146-022-2	4			
0146-033	061474	1326-1330 STOCKTON STREET	BSP1-0146-033-1 BSP1-0146-033-2	MSP1-0146-033-1 MSP1-0146-033-2	4			
0146-035	061420	1334-1348 STOCKTON STREET	BSP1-0146-035-1 BSP1-0146-035-2	MSP1-0146-035-1 MSP1-0146-035-2	4			
0146-036	060455	1350 STOCKTON STREET	BSP1-0146-036-1 BSP1-0146-036-2 BSP1-0146-036-3	MSP1-0146-036-1 MSP1-0146-036-2 MSP1-0146-036-3	4			
0147-001	060455	1335-1345 STOCKTON STREET	BSP1-0147-001-1 BSP1-0147-001-2 BSP1-0147-001-3	MSP1-0147-001-1 MSP1-0147-001-2 MSP1-0147-001-3	4			
0147-002	061410	1343-1351 STOCKTON STREET	BSP1-0147-002-1 BSP1-0147-002-2	MSP1-0147-002-1 MSP1-0147-002-2 MSP1-0147-002-3 MSP1-0147-002-4	4			
0147-003	061427	1334-1343 STOCKTON STREET	BSP1-0147-003-1 BSP1-0147-003-2	MSP1-0147-003-1 MSP1-0147-003-2 MSP1-0147-003-3 MSP1-0147-003-4	8			

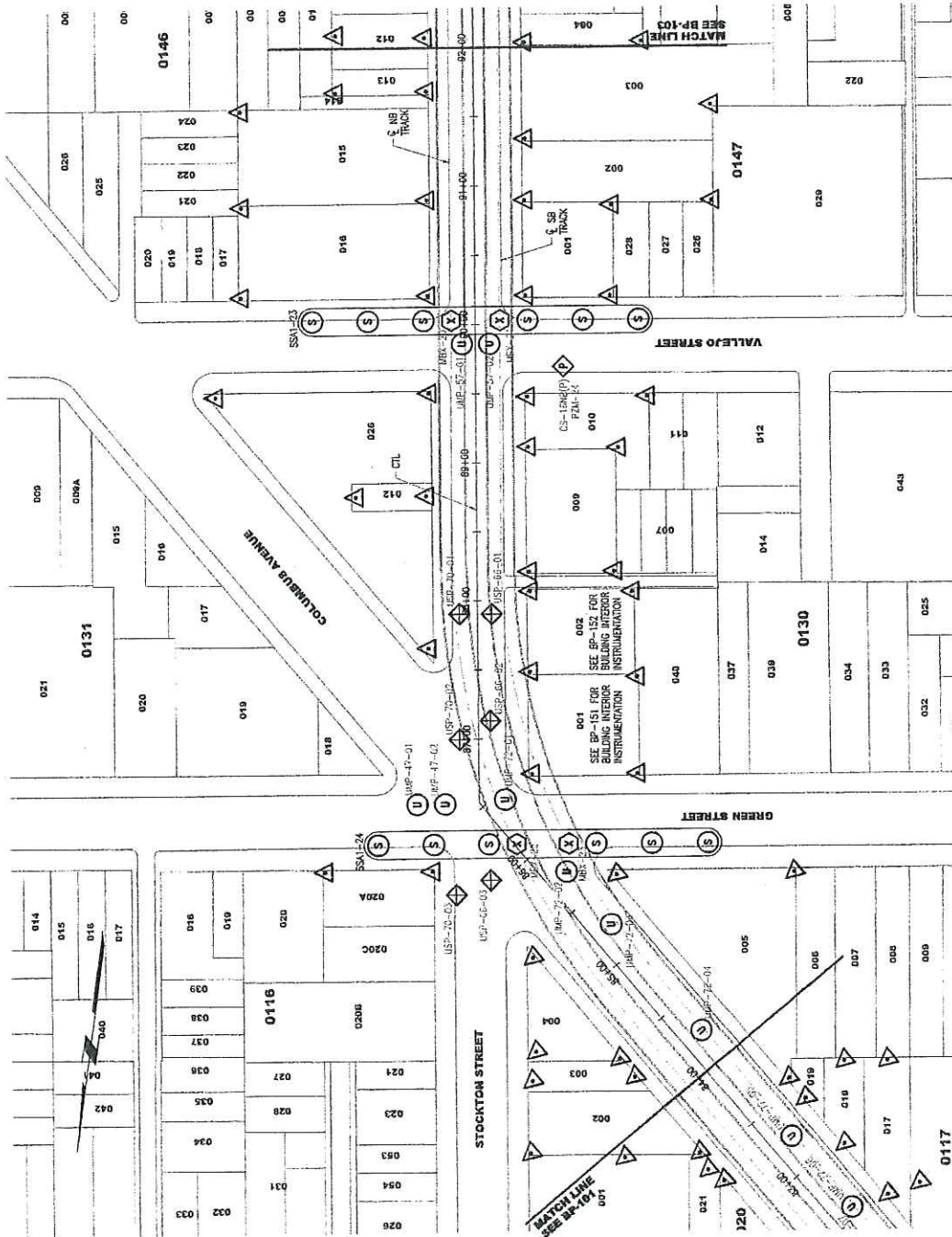
BUILDING BLOCK-LOT NO.	CTL STATION	ADDRESS	AUTOMATED BUILDING SETTLEMENT MONITORING INSTRUMENT NO.	MANUAL BUILDING SETTLEMENT MONITORING INSTRUMENT NO.	CRACK GAUGE (ALLOWANCE)	TILT METER (ALLOWANCE)	LOAD LEVEL (ALLOWANCE)	TAPE EXTENSOMETER (ALLOWANCE)
0000-000	0000-000		BSP1-0000-000-X	MSP1-0000-000-X	EA	EA	EA	EA
0116-020A	068453	618 UNION STREET	BSP1-0116-020A-1 BSP1-0116-020A-2 BSP1-0116-020A-3	MSP1-0116-020A-1 MSP1-0116-020A-2 MSP1-0116-020A-3	4			
0117-001	068442	610 UNION STREET	BSP1-0117-001-1 BSP1-0117-001-2 BSP1-0117-001-3	MSP1-0117-001-1 MSP1-0117-001-2 MSP1-0117-001-3	4			
0117-002	068460	1527 STOCKTON STREET	BSP1-0117-002-1 BSP1-0117-002-2	MSP1-0117-002-1 MSP1-0117-002-2 MSP1-0117-002-3 MSP1-0117-002-4	6			
0117-003	068435	1421-1423 STOCKTON STREET	BSP1-0117-003-1 BSP1-0117-003-2	MSP1-0117-003-1 MSP1-0117-003-2	4			
0117-004	068448	500-524 COLUMBUS STREET	BSP1-0117-004-1 BSP1-0117-004-2 BSP1-0117-004-3	MSP1-0117-004-1 MSP1-0117-004-2 MSP1-0117-004-3	4			
0117-005	068440	501-513 COLUMBUS STREET	BSP1-0117-005-1 BSP1-0117-005-2 BSP1-0117-005-3	MSP1-0117-005-1 MSP1-0117-005-2 MSP1-0117-005-3	6			
0117-016	062408	1635-1655 POWELL STREET	BSP1-0117-016-1 BSP1-0117-016-2 BSP1-0117-016-3	MSP1-0117-016-1 MSP1-0117-016-2 MSP1-0117-016-3	6			
0117-017	062425	575-579 COLUMBUS STREET	BSP1-0117-017-1 BSP1-0117-017-2	MSP1-0117-017-1 MSP1-0117-017-2	6			
0117-018	062416	543-565 COLUMBUS STREET	BSP1-0117-018-1 BSP1-0117-018-2	MSP1-0117-018-1 MSP1-0117-018-2	6			
0117-019	062440	549-561 COLUMBUS STREET	BSP1-0117-019-1	MSP1-0117-019-1	6			
0117-020	062460	532-566 COLUMBUS STREET	BSP1-0117-020-1 BSP1-0117-020-2 BSP1-0117-020-3	MSP1-0117-020-1 MSP1-0117-020-2 MSP1-0117-020-3	6			
0117-021	062445	548 COLUMBUS STREET	BSP1-0117-021-1 BSP1-0117-021-2	MSP1-0117-021-1 MSP1-0117-021-2	6			
0130-001	068455	1445 STOCKTON STREET	BSP1-0130-001-1 BSP1-0130-001-2 BSP1-0130-001-3	MSP1-0130-001-1 MSP1-0130-001-2 MSP1-0130-001-3	8	1	10	4

- NOTES:**
1. CRACK LOCATIONS AND EXTENSIONS OF ALL INSTRUMENTS SHALL BE DETERMINED BY THE CONTRACTOR IN THE FIELD WITH ACCEPTANCE BY MUA.
  2. CRACK GAUGES TO BE USED TO MONITOR EXTERNAL CRACKS USED FOR MONITORING CRACKS USED FOR MONITORING LOCATIONS TO BE DETERMINED IN FIELD AND RECORDED ON DRAWINGS BEFORE START OF TUNNELING.
  3. LOCATIONS OF MSP ARE NOT TO BE LOCATED PER SPECIFICATION 31.05.15.

**CONFORMED**

CITY AND COUNTY OF SAN FRANCISCO <b>MUNICIPAL TRANSPORTATION AGENCY</b>		THIRD STREET LIGHT RAIL PROGRAM PHASE 2 - CENTRAL SUBWAY TUNNELS	1252 CL-18459
APPROVED <i>[Signature]</i> EXECUTIVE DIRECTOR/CEO		BUILDING PROTECTION INSTRUMENT SCHEDULE SHEET 1 OF 6	BP-003 470
 			
 			
3/21/2011 10:52:15 AM 3/21/2011 10:52:15 AM			

SENSITIVE SECURITY INFORMATION



INSTRUMENTATION INSTALLATION SUMMARY TABLE (THIS DRAWING ONLY)		
SYMBOL	INSTRUMENT TYPE	QUANTITY (THIS DRAWING)
△	AUTOMATED BUILDING SETTLEMENT POINT (PRISM ON BUILDING ROOF TOP OR WALL FOR TOTAL STATION MONITORING)	41
⊕	SURFACE SETTLEMENT POINT (TYPE A)	5
⊕	SURFACE SETTLEMENT POINT (TYPE B)	12
⊕	UTILITY MONITORING POINT (SUBSURFACE ROD ON UTILITY FOR OPTICAL LEVELING MONITORING)	8
⊕	MULTIPLE POINT BUREAU EXTENSOMETER	4
⊕	INCLINOMETER	0
⊕	PIEZOMETER	1

**NOTE:**  
LOCATIONS OF BUILDING AND SURFACE SETTLEMENT POINTS ARE SHOWN AS APPROXIMATE ONLY. ACTUAL LOCATIONS TO BE DETERMINED IN THE FIELD.



**CONFORMED**

PROJECT NO.	1252
DATE	01/27/2011
ISSUED FOR	ISSUED FOR
SCALE	SCALE
PROJECT NO.	0

CITY AND COUNTY OF SAN FRANCISCO  
**MUNICIPAL TRANSPORTATION AGENCY**

APPROVED  
*[Signature]*  
EXECUTIVE DIRECTOR/CEO



DATE: 01/27/2011  
PROJECT NO.: 1252  
SHEET NO.: 0

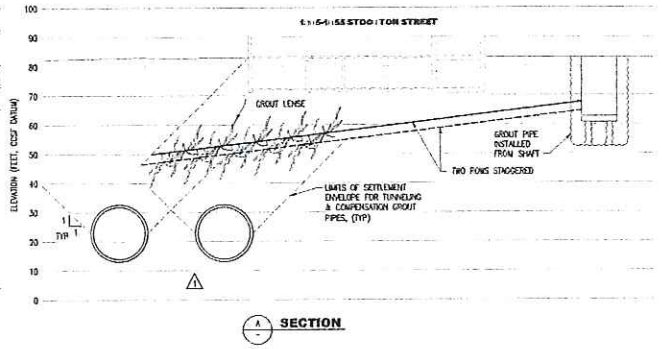
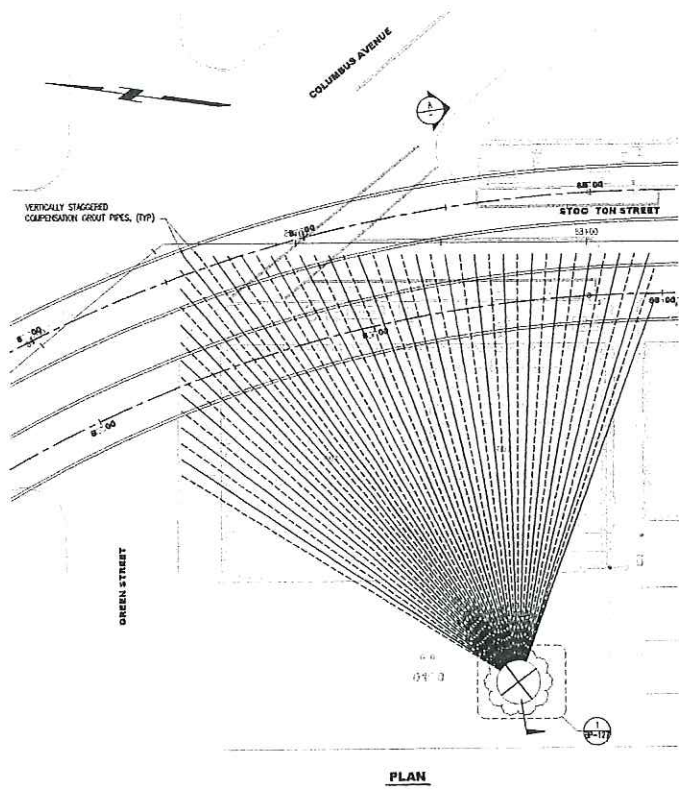


DATE	01/27/2011
ISSUED FOR	ISSUED FOR
SCALE	SCALE
PROJECT NO.	0

SENSITIVE SECURITY INFORMATION

**NOTES**

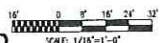
1. INDICATED GROUT LENS SHAPE AND EXTENT ARE FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL DETERMINE PRESSURES AND FLOW RATES TO ACHIEVE REQUIRED VOID FILLING AND SETTLEMENT CONTROL.
2. THE COMPRESSION GROUTING TO PROTECT THE INDICATED BUILDING DURING CONSTRUCTION WILL BE DONE FROM A SHAFT LOCATED ON ADJACENT PARKING LOT. SHAFT SUPPORT BY CONTRACTOR.



I:\s\car03\mud\ar\proj\03\Drawings\Drawings\2013\Structure\Building Protection\Sheet Files\DP03\_154423BP121\_R1C.dwg second Wed Aug 24, 2011 - 7:25 am BP-121\_R1C

**PLAN**

**SECTION**



**CONFORMED**

FOR ORIGINAL SIGNATURES, SEE CL-18486, REV. 0.

NO.	DATE	DESCRIPTION	BY	CHKD.
1	08/24/11	ISSUED FOR PERMITS	TELAMON	TELAMON
2	08/24/11	REVISED TO NEW SHAFT	TELAMON	TELAMON
3	08/24/11	REVISED TO NEW PIPES	TELAMON	TELAMON
4	08/24/11	REVISED TO NEW PIPES	TELAMON	TELAMON
5	08/24/11	REVISED TO NEW PIPES	TELAMON	TELAMON

**PB TELAMON**  
**PB** PB AMERICA, INC.  
 1000 CALIFORNIA STREET, SUITE 1000, SAN FRANCISCO, CA 94109  
 TEL: 415.774.8800 FAX: 415.774.8801  
 WWW.PBAMERICA.COM

SEAL BY  
 I. SHARONAT



CITY AND COUNTY OF SAN FRANCISCO  
**MUNICIPAL TRANSPORTATION AGENCY**  
 APPROVED  
 DEED & RDM  
 DECLUTHE OPERATIONS

THIRD STREET LIGHT RAIL PROGRAM  
 PHASE 2 - CENTRAL SUBWAY  
 TUNNELS  
 BUILDING PROTECTION  
 COMPENSATION GROUTING  
 1435 STOCKTON STREET

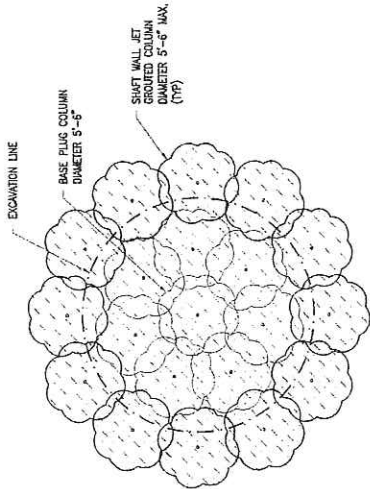
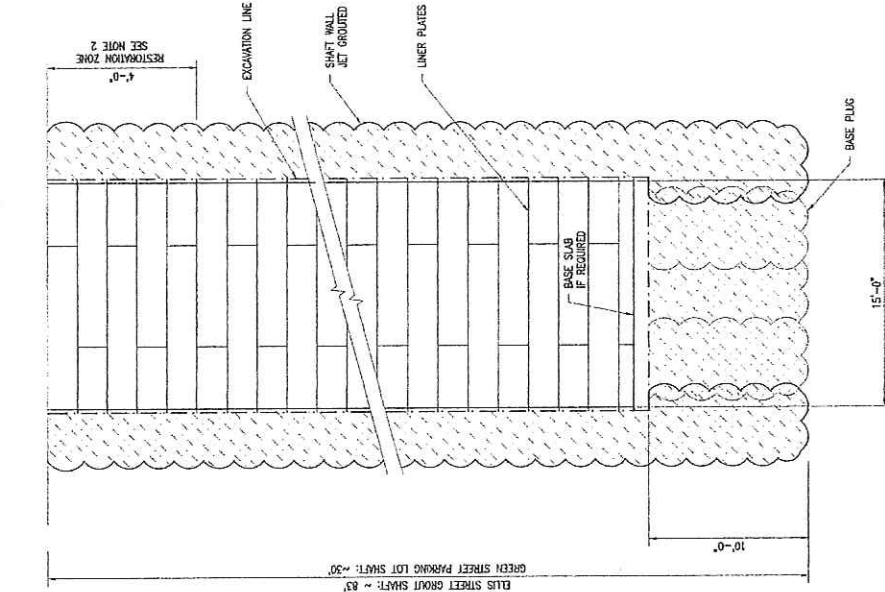
PROJECT NO.	1252
CONTRACT NO.	CL-18486
DATE	BP-121
SCALE	1

NOT SCALE TO BE USED FOR CONSTRUCTION. THIS DRAWING IS THE PROPERTY OF TELAMON AND SHALL REMAIN THE PROPERTY OF TELAMON. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF TELAMON. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

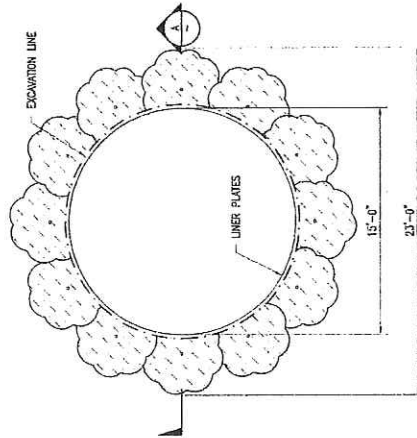
SENSITIVE SECURITY INFORMATION

**NOTES:**

1. THE DESIGN OF THE GROUT SHEET IS CONCEPTUAL AND DIMENSIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SUPPORT BY CONTRACTOR.
2. UPON COMPLETION OF COMPENSATION GROUTING, THE CONTRACTOR SHALL INSTALL SHIELD WALLS WITHIN RESTORATION ZONE AND BACKFILL WITH CONTROLLED DENSITY FILL (CDF).
3. SEE PROTECTIVE RESTORATION REMAINS REPORT FOR PROTECTIVE RESTORATION REMAINS PLANS PER DIVISION 32-EXTERIOR IMPROVEMENTS.
4. FOR LET CONSULTING, REFER TO SPECIFICATION SECTION 31.32.13.306.



**SUGGESTED GROUT PATTERN**



**DETAIL**

BP-126, SH.



**CONFORMED**

THIRD STREET LIGHT RAIL PROGRAM  
PHASE 2 - CENTRAL SUBWAY  
TUNNELS

CITY AND COUNTY OF SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY



APPROVED  
DATE: 10/11/2011  
DESIGNING: DIRECTOR/CAD

**PB TELAMON**  
**PB AMERICAN, INC.**

DATE: 01/21/2011  
SCALE: 1/4"=1'-0"  
BY: [Signature]  
CHECKED: [Signature]

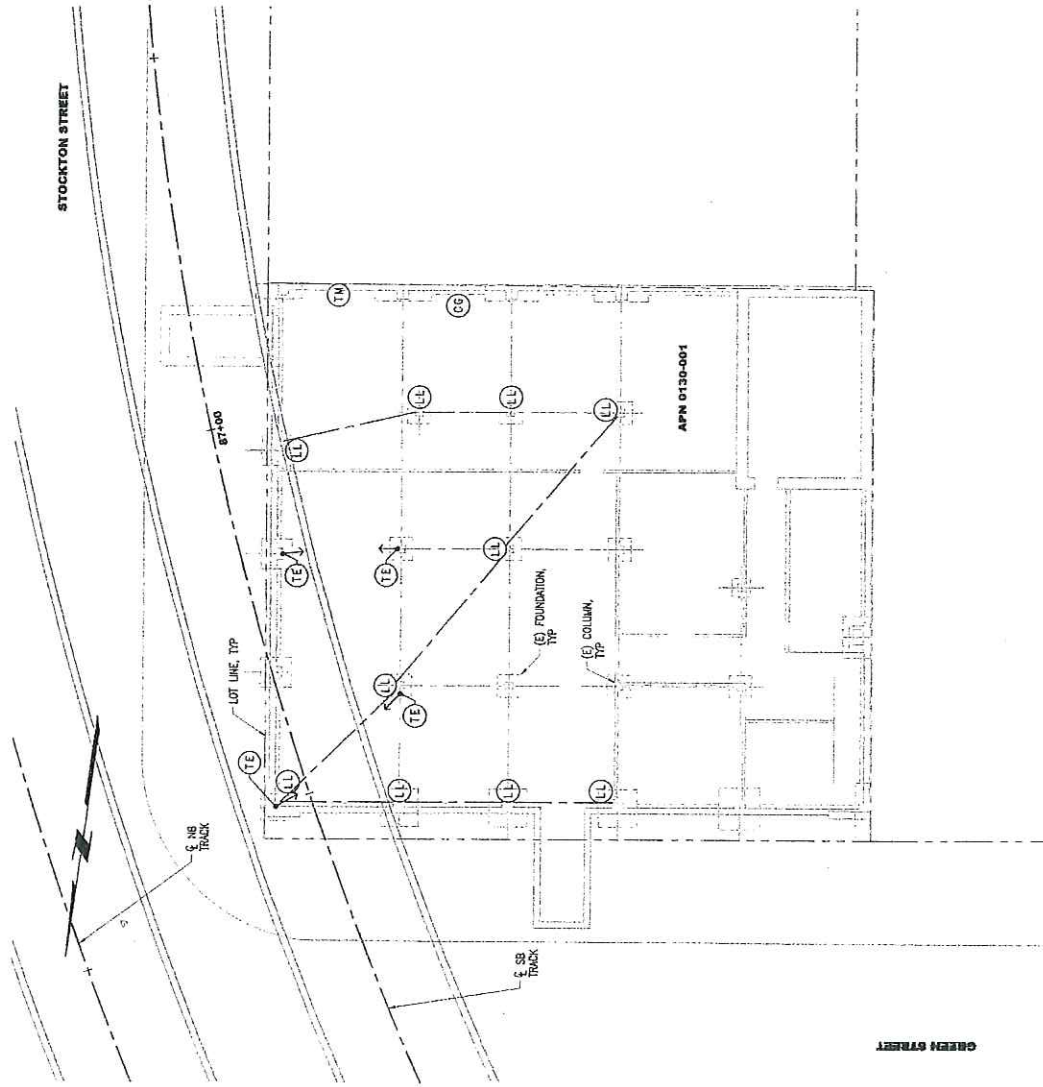
NO.	DATE	BY	DESCRIPTION
1	01/21/2011	[Signature]	ISSUED FOR BIDDING

DATE REVISION: 01/19/2009

PROJECT: 1252  
DRAWING: CL-18492  
SHEET: BP-127  
TOTAL SHEETS: 501



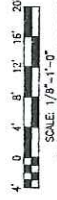
SENSITIVE SECURITY INFORMATION



INSTRUMENTATION INSTALLATION SUMMARY TABLE		
SYMBOL	INSTRUMENT TYPE	QUANTITY (THIS BUILDING)
(CC)	CRACK GAGE	1
(LL)	LIQUID LEVEL	10
(TE)	LIQUID LEVEL PATH	-
(TE)	TAPE EXTENSOMETER	4
(TM)	TILT METER	1

**NOTES:**

- INSPECT THE BUILDING PRIOR TO DESIGN OF INSTRUMENTATION AND PREPARATION OF THE CONSTRUCTION MONITORING PROGRAM. INSTRUMENTATION POINTS SHOWN ARE APPROXIMATELY ON ACTUAL LOCATIONS AND QUANTITIES TO BE DETERMINED IN THE FIELD.
- LIQUID LEVELS TO BE INSTALLED AT TOPS OF BASEMENT COLUMNS.
- TAPE EXTENSOMETER REFERENCE POINTS TO BE INSTALLED AT BASE OF COLUMNS.
- SEE PREPARATIONS FOR ALERT AND TRIGGER LEVELS FOR INSTRUMENTATION.
- NO WARRANTY AS TO THE BUILDING LOCATION, LAYOUT, AND FEATURES IS GIVEN OR IMPLIED. INSTRUMENTATION POINTS SHOWN ARE APPROXIMATE AND DO NOT REFLECT THE ACTUAL POSITION, LEGAL OR OTHERWISE, OF ANY EXISTING STRUCTURE SHOWN.



**CONFORMED**

<b>BASEMENT PLAN</b> THIRD STREET LIGHT RAIL PROGRAM PHASE 2 - CENTRAL SUBWAY TUNNELS BUILDING PROTECTION INSTRUMENTATION PLAN APN 0130-001		1252 CL-18494 BP-151 503
CITY AND COUNTY OF SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY APPROVED: [Signature] DATE: 02/27/11		0
PB TELAMON SOHA CONSULTANTS		0

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