

RECORDING REQUESTED BY  
CLERK OF THE BOARD OF SUPERVISORS  
OF THE CITY AND COUNTY OF SAN FRANCISCO

(Exempt from Recording Fees  
Pursuant to Government Code  
Section 27383)

AND WHEN RECORDED MAIL TO:

Angela Calvillo  
Clerk of the Board of Supervisors  
City Hall, Room 244  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Ordinance No. 190-09 (File No. 090829)

CONFORMED COPY of document recorded on,

10/22/2009, 20091863219

as No. \_\_\_\_\_ at \_\_\_\_\_  
This document has not been compared with the original  
SAN FRANCISCO ASSESSOR RECORDER

**FIRST AMENDMENT TO THE  
DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY AND COUNTY OF SAN FRANCISCO  
AND  
1169 MARKET STREET, LP  
RELATIVE TO THE DEVELOPMENT KNOWN AS  
THE TRINITY PLAZA DEVELOPMENT PROJECT**

**FIRST AMENDMENT TO THE  
DEVELOPMENT AGREEMENT BETWEEN  
THE CITY AND COUNTY OF SAN FRANCISCO  
AND 1169 MARKET STREET, LP  
RELATIVE TO THE DEVELOPMENT KNOWN AS  
THE TRINITY PLAZA DEVELOPMENT PROJECT**

THIS FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT (this "Amendment") dated for reference purposes only as of this 21<sup>st</sup> day of October, 2009, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a political subdivision and municipal corporation of the State of California (the "City"), acting by and through its Planning Department, and 1169 MARKET STREET, a California limited partnership (the "Developer") pursuant to the authority of Section 65864 et seq. of the California Government Code and Chapter 56 of the San Francisco Administrative Code. City and Developer are also sometimes referred to individually as a "Party" and together as the "Parties."

**RECITALS**

This Amendment is made with reference to the following facts:

A. The City and Developer entered into that certain Development Agreement between the City and County of San Francisco and 1169 Market Street, LP relative to the Development known as the Trinity Plaza Development Project dated June 15, 2007 ("Development Agreement"). An ordinance approving and authorizing the Development Agreement was adopted by the City's Board of Supervisors on April 17, 2007 (Ordinance no. 92-07; File No. 061217).

B. A copy of the Development Agreement was recorded in the Official Records of the City and County of San Francisco on July 25, 2007 as Instrument No. 2007I427186 (Reel J440, Image 0670).

C. All of the Recitals set forth in the Development Agreement are hereby confirmed and restated as if hereinafter set forth in full.

D. On March 26, 2009, the City's Planning Commission adopted a resolution approving this Amendment (Resolution No. M17851), subject to the approval of the City's Board of Supervisors.

E. On August 4, 2009, the Board of Supervisors adopted Ordinance No. 190-09 (File No. 090829), approving this Amendment and authorizing the Planning Director to execute this Amendment on behalf of the City (the "Enacting Ordinance"). The Enacting Ordinance was approved by the Mayor on August 12, 2009, and took effect thirty (30) days thereafter on September 12, 2009.

F. The parties desire to amend the Development Agreement as hereinafter set forth below.

**AGREEMENT**

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

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Definitions. Any capitalized term used in this Amendment that is not defined in this Amendment shall have the meaning given to such term in the Development Agreement.

3. Term Extension. The Term of the Development Agreement is extended from 15 to 20 years. Accordingly, Section 1.4 of the Development Agreement is deleted in its entirety, and replaced with the following:

"The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect for twenty (20) years thereafter, so as to accommodate the phased development of the Project, unless extended or earlier terminated as provided herein ("Term"). Notwithstanding anything to the contrary set forth above, Developer shall have the right to extend the Term for an additional five (5) years (the "Extension Term") by providing written notice of extension to City (the "Extension Notice") during the last year of the Term, but in no event later than thirty (30) days before the end of the Term; provided (i) Developer is not in default under this Agreement at the time of the delivery of the Extension Notice or at the time of the commencement of the Extension Term, (ii) the Commission or the Board have not made a determination, at the time of delivery of the Extension Notice or at the time of commencement of the Extension Term, that Developer has not complied with the terms of the Development Agreement as set forth in S.F. Administrative Code sections 56.17 and 56.18, and (iii) Developer pays a fee to City in the amount of Fifteen Thousand Dollars (\$15,000) at the time of delivery of the Extension Notice.

Following expiration of the Term and any extension thereof, this Agreement shall be deemed terminated and of no further force and effect. All references in this Agreement to the "Term" shall include the Extension Term, if any."

4. Construction of Parking Garage. Developer shall be permitted to build the parking component for the entire Project following the completion of Building A and during or after the construction of Building B, subject to certain conditions. Accordingly, the following text shall be added at the end of Section 3.3.2 of the Development Agreement:

"Notwithstanding the foregoing, Developer may build all of the permitted parking spaces for the entire Project as described in Basic Approvals during or after the construction of Building B and before completion of the remainder of the Project, provided that: (1) any extra parking spaces that cause the parking ratio to exceed the permitted parking ratio as set forth above shall not be used or useable, and Developer shall construct a barrier, approved by the Planning Director in his or her reasonable discretion, to ensure the non-use of such parking spaces until the additional residential or commercial space is developed so as to permit the use of such parking spaces in keeping with the approved parking ratio; and (2) Developer constructs, at the time of the construction of the parking garage, the foundation and the subsurface infrastructure and utility lines and connections for the remainder of the Project in so far as the same are to be constructed in the area on which the parking garage is constructed."

5. Definition of Existing Tenants. The Existing Tenants shall be the tenants at Trinity Plaza on the date that Developer obtains a first temporary, not a final, certificate of

occupancy. Accordingly, the last sentence of Section 4.2 is hereby deleted and replaced with the following:

"For purposes of this Agreement, "Existing Tenants" shall mean a person residing at Trinity Plaza, with a lease, on the date that Developer obtains a first temporary certificate of occupancy for Building A including all of the Replacement Units."

6. Designation of BMR units. The City and Developer have agreed to identify the BMR units for Building "A". Accordingly, new sub-sections 4.3.1 and 4.3.2 are hereby added with the following language:

"4.3.1 Building A contains a total of 440 units, of which 360 units are Replacement Units. The remaining 80 units are subject to the fifteen percent (15%) inclusionary housing requirement, so that 12 of the remaining 80 units shall be BMR Units.

4.3.2 The 12 BMR Units in Building A shall be the following units: Unit Nos. 321, 402, 419, 522, 602, 722, 804, 821, 922, 1021, 1122, and 1221."

The BMR Units for the subsequent buildings at the Project Site shall be identified in separate recorded document(s), and shall not require an amendment to the Development Agreement.

7. Tenant Selection of Replacement Units. Developer and the City have agreed to a process for the selection of the Replacement Units in order of Tenant seniority. Each Existing Tenant shall have the right to select a Replacement Unit in order of seniority from any of the available units within its replacement size category or any smaller category (or, to the extent available at the time of selection, a larger size category). Upon selection, the Replacement Unit will be removed from the list of available units. Accordingly, Sections 4.5.1 and 4.5.2 are deleted in their entirety and replaced with the following:

"4.5.1 Upon or before the completion of Building A, Developer shall notify the Existing Tenants that they have the right to occupy a Replacement Unit in Building A. It is anticipated that each floor of Building A will contain 20 units. The Replacement Units shall be located on floors 3 through 24.

4.5.2 Each Existing Tenant shall be entitled to a Replacement Unit of the same size or larger than his or her existing unit at Trinity Plaza. In order to ensure that an Existing Tenant receives a Replacement Unit of the same size or larger than his or her existing unit at Trinity Plaza, the following procedure shall be used in the selection of the Replacement Units:

(a) Existing Tenants whose existing unit at Trinity Plaza is a one-bedroom apartment unit shall have the first right to select the Replacement Unit of their choice as follows:

(i) Existing Tenants whose existing unit at Trinity Plaza is a one-bedroom apartment unit larger than 600 square feet in area shall have the choice of units 301, 302, 322, 401, 422, and 501 (total 6 units), or any other unit available for Replacement Unit selection as indicated in the subsections below;

(b) Existing Tenants whose existing unit at Trinity Plaza is unit no. 139, 156, 210, 239, 256, 310, 339, 356, 410, 510, 610, or 710 shall have the second right to select the Replacement Unit of their choice as follows:

(i) A choice of units 521, 511, 621, 611, 721, 1711, 1811, 1911, 2011, 2111, 2211, and 2311 (total 12 units), or any other unit available for Replacement Unit selection as indicated in the subsections below or above, provided such unit has not already been selected by an Existing Tenant with a higher seniority status;

(c) Existing Tenants whose existing unit at Trinity Plaza is unit no. 204, 304, 404, 504, 604, or 704 shall have the third right to select the Replacement Unit of their choice as follows:

(i) A choice of units 516, 518, 520, 617, 615, and 613 (total 6 units), or any other unit available for Replacement Unit selection as indicated in the subsections below or above, provided such unit has not already been selected by an Existing Tenant with a higher seniority status;

(d) All other Existing Tenants shall have the fourth right to select the Replacement Unit of their choice as follows:

(i) Floor 3 – a choice of units 304, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, and 320 (total 16 units), or any other unit available for Replacement Unit selection as indicated in subsections (a) through (c) above provided such unit has not already been selected by an Existing Tenant with a higher seniority status;

(ii) Floor 4 – a choice of units 404, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 420, and 421 (total 16 units), or any other unit available for Replacement Unit selection as indicated in subsections (a) through (c) above provided such unit has not already been selected by an Existing Tenant with a higher seniority status;

(iii) Floor 5 – a choice of units 504, 506, 507, 508, 509, 510, 512, 513, 514, 515, 517, and 519 (total 12 units), or any other unit available for Replacement Unit selection as indicated in subsections (a) through (c) above provided such unit has not already been selected by an Existing Tenant with a higher seniority status;

(iv) Floor 6 – a choice of units 604, 606, 607, 608, 609, 610, 612, 614, 616, 618, 619, and 620 (total 12 units), or any other unit available for Replacement Unit selection as indicated in subsections (a) through (c) above provided such unit has not already been selected by an Existing Tenant with a higher seniority status;

(v) Floor 7 – a choice of units 704, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, and 720 (total 16 units), or any other unit available for Replacement Unit selection as indicated in subsections (a) through (c) above provided such unit has not already been selected by an Existing Tenant with a higher seniority status;

(vi) Floor 8 – a choice of units 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, and 820 (total 15 units), or any

other unit available for Replacement Unit selection as indicated in subsections (a) through (c) above provided such unit has not already been selected by an Existing Tenant with a higher seniority status;

(vii) Floors 9 through 11 – a choice of 16 units on each floor, excepting units 901, 902, 922, 921, 1001, 1002, 1022, 1021, 1101, 1102, 1122, and 1121 (total 48 units), or any other unit available for Replacement Unit selection as indicated in subsections (a) through (c) above provided such unit has not already been selected by an Existing Tenant with a higher seniority status;

(viii) Floors 12 through 16 – a choice of 16 units on each floor, excepting units 1201, 1202, 1222, 1221, 1301, 1302, 1322, 1321, 1401, 1402, 1422, 1421, 1501, 1502, 1522, 1521, 1601, 1602, 1622, and 1621 (total 80 units), or any other unit available for Replacement Unit selection as indicated in subsections (a) through (c) above provided such unit has not already been selected by an Existing Tenant with a higher seniority status;

(ix) Floors 17 through 23 – a choice of 15 units on each floor, excepting units 1701, 1702, 1722, 1721, 1801, 1802, 1822, 1821, 1901, 1902, 1922, 1921, 2001, 2002, 2022, 2021, 2101, 2102, 2122, 2121, 2201, 2202, 2222, 2221, 2301, 2302, 2322, and 2321 (total 105 units), or any other unit available for Replacement Unit selection as indicated in subsections (a) through (c) above provided such unit has not already been selected by an Existing Tenant with a higher seniority status; and

(x) Floor 24 – a choice of 16 units, excepting units 2401, 2402, 2422, and 2421 (total 16 units), or any other unit available for Replacement Unit selection as indicated in subsections (a) through (c) above provided such unit has not already been selected by an Existing Tenant with a higher seniority status;

(e) Any conflict among Existing Tenants in selecting units shall be resolved by seniority status, as determined by the issuance date for Tenant's lease."

8. Notification Process for Tenant Selection of Replacement Units. The parties have agreed to additional provisions to implement the Replacement Unit selection process. Accordingly, Section 4.5.4 of the Development Agreement is deleted in its entirety, and replaced with a new Section 4.5.4, which reads as follows:

"4.5.4 Developer shall notify Existing Tenants of the anticipated completion date of the Replacement Units (including regular updates to the Tenant's Association) and coordinate with such Existing Tenants on a mutually agreed upon move date to the Replacement Unit. Such notice by Developer shall indicate an Existing Tenant's seniority status (i.e., the effective start date of each Existing Tenant's lease), and shall include at least two (2) alternative dates/times when Developer will arrange for an opportunity for the Existing Tenant to visit some of the Replacement Units that are available for the Existing Tenant's selection pursuant to Section 4.5.2. The first site visit offered by Developer shall be no sooner than thirty (30) days after the written notification described above, unless an earlier date is agreed to by an Existing Tenant. All notifications to Existing Tenants hereunder shall be both by U.S. Mail and by personal delivery to the applicable

residential unit on the Project Site. Each notice shall state the date by which an Existing Tenant must notify Developer of its selection, as described below.

In the event an Existing Tenant elects to accept the right to occupy a Replacement Unit, the Existing Tenant shall notify Developer of his or her acceptance in writing by providing Developer his or her selection of five (5) preferred Replacement Units, in the order of preference, at the conclusion of the site visit attended by, or the last site visitation date made available to, the Existing Tenant to view the Replacement Units, or within three (3) days thereafter. In the event that the five (5) preferred units selected by the Existing Tenant have already been selected and are therefore no longer available, the Existing Tenant shall be given an opportunity to provide Developer with five (5) additional preferred Replacement Units, in the order of preference.

Upon Developer's receipt of an Existing Tenant's written notification of preferred Replacement Units, Developer shall designate a Replacement Unit for such Existing Tenant in order of seniority as set forth in Section 4.5.2. Developer shall then relocate each Existing Tenant from its existing unit at Trinity Plaza to the Replacement Unit within sixty (60) days from the date that Developer receives a temporary certificate of occupancy for Building A from the City, or such earlier or later date as may be agreed to in writing by an Existing Tenant. In the event Developer receives more than one temporary certificate of occupancy for different portions of Building A, the Developer's obligation to relocate an Existing Tenant is triggered only after a temporary certificate of occupancy has been received for the portion of Building A where the Existing Tenant's Replacement Unit is located.

In the event an Existing Tenant elects to reject the right to occupy a Replacement Unit, the Existing Tenant shall notify Developer in writing no later than thirty (30) days after Developer's notification of the available site visit dates as described above. In the event that an Existing Tenant does not respond by providing Developer a notification of acceptance consisting of a list of five (5) preferred Replacement Units, in the order of preference, at the conclusion of his or her site visit or an available visitation date/time or within three (3) days thereafter, or by sending a written notification of rejection of the right to occupy a Replacement Unit within the thirty (30) day period described above, then Developer shall send a second written notice informing the Existing Tenant of its right to select and occupy the Replacement Unit and the date by which such Existing Tenant must respond to the offer or lose his or her right to a Replacement Unit, which date shall be no earlier than five (5) days following Tenant's receipt of the second notice (and send a copy of such second notice to the City). If an Existing Tenant fails to respond to Developer's second notice within five (5) days or fails to agree, by such date, to be moved to a Replacement Unit, then Developer may initiate an unlawful detainer action to evict the Existing Tenant.

Failure by an Existing Tenant to give written notification of his or her acceptance or rejection of the Replacement Unit within five (5) days following Developer's second notification period shall constitute "just cause" under the demolition section of the Rent Ordinance (i.e., the demolition provisions of Section 37.9(a)(10)) for Developer to evict that Existing Tenant from his or her existing unit (except that Developer is not required to have necessary permits at the time the notice is given); provided, in the event that an Existing Tenant agrees to move within thirty (30) days following the filing of an unlawful detainer complaint, Developer shall dismiss the unlawful detainer and move the Existing

Tenant as set forth above (except that such Existing Tenant shall have lost his or her seniority status for the purpose of selecting a preferred Replacement Unit)."

9. **Project-Wide Art.** The City has agreed to permit Developer to implement a Project-wide art component for the Project. Accordingly, new section 6.12 is hereby added to the Development Agreement as follows:

"6.12 **Art Requirement.** Developer shall comply with Planning Code Section 149 by providing works of art costing an amount equal to one percent (1%) of the construction cost as more particularly described in San Francisco Planning Code Section 149 and Planning Commission Motion No. 17296 for the Section 309 review for the Project. The Section 149 requirements, as they apply to the Project, are hereby amended so that Developer shall develop a Project-wide artworks program, instead of proposing and providing art works specific to each Phase of the Project. A Project-wide artworks program is necessary and appropriate in order to ensure consistency and uniformity with the proposed works of art for the Project. The final art concept for the Project-wide artworks program shall be submitted for an informational presentation before the Planning Commission and for review and approval by the Planning Director no later than by the issuance of the temporary certificate of occupancy for Building A. The works of art under the Project-wide artworks program shall be installed and completed so that the art works associated with the cost of each building shall be installed and completed prior to the issuance of a temporary certificate of occupancy for subsequent building (i.e. art works associated with the cost for Building A shall be installed and completed prior to the issuance of a temporary certificate of occupancy for Building B, and art works associated with the cost for Building B shall be installed and completed prior to the issuance of a temporary certificate of occupancy for Building C). In the event construction of the subsequent building has not commenced within 24 months after issuance of a temporary certificate of occupancy for the prior building, the art works related to the prior building shall become due as of such date, provided however that if the area where the art works are to be installed will be adversely impacted by current or future construction, then the delivery of such art works shall be deferred until such time when the area is no longer so impacted. Notwithstanding the foregoing, the art works associated with the last building for the Project shall be installed and completed within six (6) months following the issuance of the temporary certificate of occupancy for the last building."

10. **Developer Representations.** As of the effective date of this Amendment, Developer affirms and makes all of the representations set forth in Article 5 of the Development Agreement. Without limiting the foregoing, Developer warrants and represents that there is no prior lien or encumbrance against the Project Site which, upon foreclosure, would be free and clear of the obligations set forth in the Development Agreement (as amended by this Amendment).

11. **Effective Date.** Pursuant to Section 56.14(f) of the Administrative Code, this Amendment shall take effect upon the later of (i) full execution of the Parties, and (ii) the effective date of the ordinance adopted by the City's Board of Supervisors approving this Amendment.

12. **Amendment Fee.** Pursuant to Section 56.20 of the Administrative Code, the Developer shall pay a fee (the "Amendment Fee") to the City to defray its actual, reasonable costs in preparing, adopting, or amending this Amendment, including but not limited to the costs of the City Attorney's Office. The fee shall be charged and collected in accordance with the



procedures set forth in Section 56.20 of the Administrative Code and the requirements of state law, including Government Code Section 66005. The Amendment Fee shall be paid within thirty (30) days following City's providing Developer with written notice of the amount of such fee, and no sooner than the Effective Date.

13. Miscellaneous.

(a) Entire Agreement; Nonwaiver. Except as expressly modified herein, the terms, covenants and conditions of the Development Agreement shall remain in full force and effect. This Amendment constitutes the entire agreement of the parties concerning the subject matter hereof, and supersedes and conceals any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein. The execution of this Amendment shall not constitute a waiver of relinquishment of any rights which the City may have relating to the Development Agreement.

(b) Applicable Law and Venue. This Amendment has been executed and delivered in and shall be interpreted, construed, and enforced in accordance with the laws of the State of California. All rights and obligations of the Parties under this Amendment are to be performed in the City and County of San Francisco, and such City and County shall be the venue for any legal action or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

(c) Construction of Agreement. The Parties have mutually negotiated the terms and conditions of this Amendment and its terms and provisions have been reviewed and revised by legal counsel for both City and Developer. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Amendment. Language in this Amendment shall be construed as a whole and in accordance with its true meaning. The captions of the paragraphs and subparagraphs of this Amendment are for convenience only and shall not be considered or referred to in resolving questions of construction.

(d) No Joint Venture or Partnership. Nothing contained in this Amendment, or in any document executed in connection with this Amendment, shall be construed as creating a joint venture or partnership between City and Developer. Neither Party is acting as the agent of the other Party in any respect hereunder. Developer is not a state or governmental actor with respect to any activity conducted by the Developer hereunder.

(e) Recordation. Pursuant to Section 65868.5 of the Development Agreement Statute and Section 56.16 of the San Francisco Administrative Code as of the Effective Date, the Clerk of the Board shall have a copy of this Amendment recorded with the County Recorder within ten (10) days after execution, with costs to be borne by Developer.

(f) Obligations Not Dischargeable in Bankruptcy. Developer's obligations under this Amendment are not dischargeable in bankruptcy.

(g) Signature in Counterparts. This Amendment may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

(h) Limitations on Actions. Pursuant to Section 56.19 of the San Francisco Administrative Code, any decision of the Board of Supervisors made pursuant to Chapter 56 of the Administrative Code shall be final. Any court action or proceeding to attack, review, set aside, void, or annul any final decision or determination by the Board shall be commenced within ninety (90) days after such decision or determination is final and effective. Any court

action or proceeding to attack, review, set aside, void or annul any final decision by (i) the Planning Director made pursuant to Section 56.15(d)(3) or (ii) the Planning Commission pursuant to Section 56.17(e) shall be commenced within ninety (90) days after said decision is final.

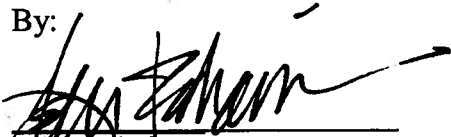
(i) Severability. If any term, provision, covenant, or condition of this Amendment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Amendment shall continue in full force and effect unless enforcement of the remaining portions of this Amendment would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Amendment.

**IN WITNESS WHEREOF**, the Parties hereto have executed this First Amendment as of the day and year first above written.

**CITY**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

Approved as to form:  
Dennis J. Herrera, City Attorney

By:   
\_\_\_\_\_  
John Rahaim  
Director of Planning

By:   
\_\_\_\_\_  
Deputy City Attorney

Approved on August 4, 2009  
Board of Supervisors Ordinance No. 190-09 (File No. 090829) \_\_\_\_\_

**DEVELOPER**

1169 Market Street, LP,  
a California limited partnership

By: 1169 Market Street, LLC,  
General Partner of 1169 Market Street, LP

  
\_\_\_\_\_  
Angelo Sangiacomo, Manager

**This signature(s) must be acknowledged by a notary public before recordation; add Notary Public Certification and Official Notarial Seal Below.**

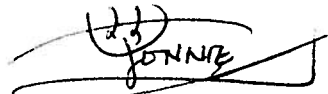
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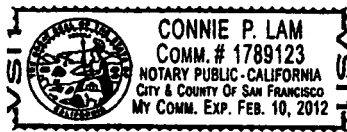
STATE OF CALIFORNIA, )  
County of SAN FRANCISCO ) ss.

On OCTOBER 7, 2009, before me, CONNIE P LAM, a Notary Public in and for the State of California, personally appeared ANGELO SANGIACOMO, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he ~~or she~~ executed the within instrument in his ~~or her~~ authorized capacity and that, by his ~~or her~~ signature on the within instrument, the person or entity upon behalf of which he ~~or she~~ acted executed the within 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)

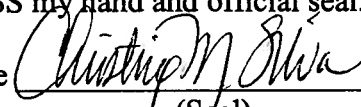


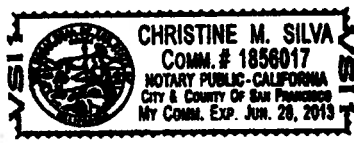
STATE OF CALIFORNIA, )  
County of San Francisco ) ss.

On October 21, 2009, before me, Christine M. Silva, a Notary Public in and for the State of California, personally appeared John Rahaim, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he ~~or she~~ executed the within instrument in his ~~or her~~ authorized capacity and that, by his ~~or her~~ signature on the within instrument, the person or entity upon behalf of which he ~~or she~~ acted executed the within 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**  
**(Description of Property)**

### LEGAL DESCRIPTION

Real property in the City of SAN FRANCISCO, County of SAN FRANCISCO, State of CALIFORNIA, described as follows:

#### PARCEL ONE:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF MARKET STREET AND THE NORTHEASTERLY LINE OF 8TH STREET; RUNNING THENCE NORTHEASTERLY ALONG SAID LINE OF MARKET STREET, 275 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 165 FEET, 1-7/8 INCHES, MORE OR LESS, TO THE NORTHWESTERLY LINE OF STEVENSON STREET, EXTENDED SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG THE NORTHWESTERLY LINE OF STEVENSON STREET SO EXTENDED, 1/4 OF AN INCH, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF STEVENSON STREET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF STEVENSON STREET, 35 FEET TO THE SOUTHEASTERLY LINE OF STEVENSON STREET; THENCE IN A STRAIGHT LINE, SOUTHEASTERLY 150 FEET, 1-5/8 INCHES, MORE OR LESS, TO THE WESTERLY TERMINUS OF THE NORTHWESTERLY LINE OF JESSIE STREET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF JESSIE STREET, 35 FEET TO THE SOUTHEASTERLY LINE OF JESSIE STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 1-3/8 INCHES; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 165 FEET TO THE NORTHWESTERLY LINE OF MISSION STREET; THENCE A RIGHT ANGLE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY LINE OF MISSION STREET, 275 FEET TO THE NORTHEASTERLY LINE OF 8TH STREET; THENCE AT A RIGHT ANGLE NORTHWESTERLY, ALONG THE NORTHEASTERLY LINE OF 8TH STREET, 550 FEET, 3-1/2 INCHES, MORE OR LESS, TO THE POINT OF COMMENCEMENT.

BEING PART OF 100 VARA BLOCK NO. 406.

APN: PORTION OF LOT 51, BLOCK 3702

#### PARCEL TWO:

COMMENCING AT THE WESTERLY TERMINUS OF THE SOUTHEASTERLY LINE OF STEVENSON STREET, SAID POINT OF COMMENCEMENT BEING ALSO PERPENDICULARLY DISTANT 275 FEET, 1/4 OF AN INCH NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF 8TH STREET; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF STEVENSON STREET, 50 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 150 FEET, 1-5/8 INCHES, MORE OR LESS, TO THE NORTHWESTERLY LINE OF JESSIE STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY, ALONG THE NORTHWESTERLY LINE OF JESSIE STREET, 50 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF JESSIE STREET; THENCE IN A STRAIGHT LINE NORTHWESTERLY 150 FEET, 1-5/8 INCHES, MORE OR LESS, TO THE POINT OF COMMENCEMENT.

BEING PART OF 100 VARA BLOCK NO. 406.

APN: PORTION OF LOT 52, BLOCK 3702

#### PARCEL THREE:

COMMENCING AT THE POINT OF INTERSECTION OF THE FORMER NORTHWESTERLY LINE OF STEVENSON STREET, AS SAID STREET EXISTED PRIOR TO THE VACATION OF A PORTION

THEREOF BY RESOLUTION NO. 85-61, ADOPTED FEBRUARY 14, 1961, BY THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, WITH THE FORMER SOUTHWESTERLY TERMINAL LINE OF SAID STEVENSON STREET; THENCE RUNNING SOUTHEASTERLY ALONG SAID FORMER SOUTHWESTERLY TERMINAL LINE, 35 FEET TO THE FORMER SOUTHEASTERLY LINE OF SAID STEVENSON STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY, ALONG SAID FORMER SOUTHEASTERLY LINE OF SAID STEVENSON STREET, 50 FEET TO A POINT DISTANT THEREON 500 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF 7TH STREET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 17.50 FEET TO THE FORMER CENTER LINE OF SAID STEVENSON STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY, ALONG SAID FORMER CENTER LINE OF STEVENSON STREET, 6 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 17.50 FEET TO THE FORMER NORTHWESTERLY LINE OF SAID STEVENSON STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY, ALONG SAID FORMER LINE OF SAID STEVENSON STREET, 44 FEET TO THE POINT OF COMMENCEMENT.

BEING PART OF 100 VARA BLOCK NO. 406.

BEING ALSO A PORTION OF FORMER STEVENSON STREET, AS VACATED BY RESOLUTION REFERRED TO ABOVE.

APN: PORTIONS OF LOT 52 AND 53, BLOCK 3702

PARCEL FOUR:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF MISSION STREET, DISTANT THEREON 275 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF 8TH STREET; RUNNING THENCE NORTHEASTERLY FROM THE NORTHWESTERLY LINE OF MISSION STREET, 51 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 165 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 51 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 165 FEET TO THE POINT OF BEGINNING.

BEING PART OF 100 VARA BLOCK NO. 406.

EXCEPTING THEREFROM ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET OF SAID REAL PROPERTY, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED BY GREYHOUND LINES, INC., A CALIFORNIA CORPORATION, IN DEED RECORDED SEPTEMBER 19, 1984, AS INSTRUMENT NO. 84-D548849, OFFICIAL RECORDS OF SAID COUNTY.

APN: LOT 39, BLOCK 3702

PARCEL FIVE:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF JESSIE STREET, DISTANT THEREON 499.247 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF 7TH STREET, SAID POINT BEING THE WESTERLY CORNER OF PARCEL TWO, AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED FEBRUARY 28, 1989 AS INSTRUMENT NO. 89-E328115, OFFICIAL RECORDS; THENCE SOUTHWESTERLY ALONG SAID LINE OF JESSIE STREET 50.886 FEET TO THE SOUTHWESTERLY LINE OF JESSIE STREET; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF JESSIE STREET 35 FEET TO THE NORTHWESTERLY LINE OF JESSIE STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF JESSIE STREET 50.019 FEET TO THE SOUTHERLY CORNER OF PARCEL ONE, AS SAID PARCEL IS DESCRIBED IN SAID GRANT DEED; THENCE ALONG A DEFLECTION ANGEL TO THE RIGHT OF 88° 34' 52", 35.01 FEET TO THE POINT OF

BEGINNING.

BEING PART OF 100 VARA BLOCK 406.

APN: NONE; PORTION OF VACATED JESSIE STREET BETWEEN LOTS 39 AND 52, BLOCK 3702

PARCEL SIX:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF MARKET STREET, DISTANT THEREON 275 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF 8TH STREET; THENCE NORTHEASTERLY ALONG SAID LINE OF MARKET STREET 0.247 FEET TO A POINT DISTANT THEREON 550 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF 7TH STREET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 165.157 FEET TO THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF STEVENSON STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID SOUTHWESTERLY PROLONGATION 0.247 FEET TO A POINT PERPENDICULARLY DISTANT 275 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF 8TH STREET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 165.157 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF 100 VARA BLOCK NO. 406.

ALSO BEING A PORTION OF ASSESSOR'S BLOCK NO. 3702.

AON: PORTION OF LOT 51, BLOCK 3702

PARCEL SEVEN:

BEGINNING ON THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF STEVENSON STREET, DISTANT THEREON 500.114 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF 7TH STREET; THENCE SOUTHWESTERLY ALONG SAID SOUTHWESTERLY PROLONGATION 0.112 FEET TO A POINT PERPENDICULARLY DISTANT 325.021 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF 8TH STREET; THENCE SOUTHEASTERLY AT A RIGHT ANGLE TO SAID LINE OF STEVENSON STREET 150.135 FEET TO THE NORTHWESTERLY LINE OF FORMER JESSE STREET, VACATED PER ORDINANCE NO. 196-00 DATED AUGUST 11,2000; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF FORMER JESSIE STREET 0.112 FEET TO A POINT PERPENDICULARLY DISTANT 500.114 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF 7TH STREET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 150.135 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF VARA BLOCK NO. 406.

ALSO BEING A PORTION OF ASSESSOR'S BLOCK NO. 3702.

APN: PORTION OF LOT 52, BLOCK 3702