

Exhibit C - E&M Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

SHAC 988 ECR Apartments LLC
3000 Executive Parkway, Suite 450
San Ramon, CA 94583
Attention: COO
CC: General Counsel

This Space For Recorder's Use Only

ENCROACHMENT AND MAINTENANCE AGREEMENT

THIS ENCROACHMENT AND MAINTENANCE AGREEMENT (“**Agreement**”) is entered into as of this ____ day of _____, 2019 (“**Effective Date**”), by and between SHAC 988 ECR APARTMENTS LLC, a Delaware limited liability company (“**Owner**”), and CITY OF SOUTH SAN FRANCISCO, a municipal corporation (“**City**”), with reference to the facts set forth in the Recitals below.

RECITALS

A. Owner is the owner of certain real property in the City of South San Francisco, County of San Mateo, State of California, as more particularly described in Exhibit A attached hereto (“**Property**”); and

B. Owner intends to develop the Property with a mixed-use building that includes residential units, retail spaces, parking improvements, landscaping, and other improvements (“**Project**”) in accordance with the Conditions of Approval applying to applications P17-0060, UP17-0013, DR17-0049, PM17-0004, and TDM17-0006 for 988 El Camino Real (as approved by the City Council on February 28, 2018) (“**Conditions of Approval**”); and

C. Owner has proposed to install certain tiebacks and structural elements within the City’s public right-of-way, which are described more particularly in the attached Exhibit C, to be utilized as temporary construction support for the Project; and

D. The City has the authority to regulate the terms and conditions for the use of the surface, the air space above the surface, and the area below the surface of the public streets, roads, sidewalks, lanes, courts, ways, alleys, and boulevards, including, without limitation, all public utility easements and public service easements as the same now or may thereafter exist that are under the jurisdiction of the City (“**Public Right-of-Way**”) for the construction, installation and maintenance of private buildings and improvements; and

E. The City has agreed to allow the tiebacks and structural elements to remain in place in the Public Right-of-Way at a depth greater than 10-feet after completion of the Project, and Developer has agreed to release and relinquish all ownership of the tiebacks and structural elements within the Public Right-of-Way upon completion of construction; and

F. The Conditions of Approval obligate Owner to install and maintain landscaping constructed as a part of the Project (“**Project Improvements**”), which are located within the Public

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Right-of-Way areas which are further described in **Exhibit B**, attached hereto (“**Encroachment and Maintenance Area**”).

G. The City has approved the encroachment of the Project Improvements into the Encroachment and Maintenance Area (the “**Encroachments**”), subject to the terms and conditions of this Agreement; and

H. The parties desire to enter into this Agreement to set forth the terms and conditions upon which Owner will maintain the Project Improvements and upon which City consents to the Encroachments.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the parties agree as follows:

1. **Construction and Maintenance Obligations.** Owner shall, at its sole cost and expense, construct, install, maintain and locate the Project Improvements located within the Encroachment and Maintenance Area as depicted in the 988 El Camino Real Public Improvement Plans dated March, 1 2019,(the “**Maintenance Obligations**”).

2. **Consent to Encroachments.** City hereby consents to the existence of the Encroachments within the Encroachment and Maintenance Area, subject to the terms and conditions of this Agreement.

3. **Use and Maintenance of Encroachments.** Owner and City hereby agree that so long as this Agreement remains in effect, Owner may use, maintain, repair, replace and/or remove the Encroachments located within the Encroachment and Maintenance Area. Owner shall not construct or add any improvements in the Encroachment and Maintenance Area other than the Encroachments without the City’s prior express written consent, which shall not be unreasonably withheld, conditioned or delayed, provided that the work complies with all applicable laws and Owner obtains or causes to be obtained all required permits.

4. **Damage to Facilities in Encroachment and Maintenance Area.** Owner shall be responsible for (i) any damage to City street pavements, existing utilities, curbs, gutters, sidewalks caused by Owner’s installation, maintenance, repair or removal of the Project Improvements, (ii) costs for issuance of permits and inspection of the Project Improvements, and (iii) repair, replacement and restoration in kind of damaged Project Improvements (other than to the extent such damage is caused by the City, its employees, officers or agents), in each case, at its sole expense. Owner shall notify all utilities of any damage caused by Owner’s installation, maintenance, repair or removal of the Project Improvements. Owner shall be responsible to all utilities for any damage caused to facilities owned by utilities caused by Owner’s installation, maintenance, repair or removal of the Project Improvements.

Owner shall be responsible for verifying the location of any pre-existing improvements or installations within the Encroachment and Maintenance Area and to notify the City and any third party owner of such pre-existing improvements of the Project Improvements that will be installed within the Encroachment and Maintenance Area. The reasonable documented cost to perform any

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work required by such third party in order for the City to provide adequate space or clearance necessary to accommodate Owner's installation of the Project Improvements in the Encroachment and Maintenance Area shall be borne solely by Owner. City shall inform Owner of any such costs that may be incurred at least 30 days prior to performing the work related to such costs and any such cost to be borne by Owner or reimbursed to City by Owner shall be paid by Owner within 60 days after receipt of such invoice by Owner that includes reasonable detail and documentation of such costs incurred.

5. **Records and Field Locations.** Owner shall maintain accurate maps and improvement plans of the Encroachments and Project Improvements. Owner shall submit to the City at the conclusion of installation of the Project Improvements copies of all maps accurately depicting the actual location of the Project Improvements as-built. Further, Owner shall submit such maps and plans as may be required by the City to show in detail the location, depth, and description of all Encroachments installed within said Encroachment and Maintenance Area.

6. **Hold Harmless and Indemnification.** Owner, jointly and severally, for itself, its successors, agents, contractors and employees, agrees to indemnify, defend (with counsel selected by Owner and acceptable to City) and hold harmless City, its officers, employees and agents (each a "City Indemnified Party") from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and costs of defense (collective, the "Losses") to the extent associated with the Encroachments and/or resulting from the activities of Owner described in this Agreement, except to the extent arising from the City's or any City Indemnified Party's willful misconduct or grossly negligent acts or omissions.

7. **Insurance.** Owner shall ensure that all contractors performing work on the Encroachments shall procure and maintain the following insurance during the performance of such work:

- a. **Minimum Limits of Insurance.** Owner shall maintain limits no less than:
 - 1) **Commercial General Liability:** In an amount not less than ONE MILLION DOLLARS (\$1,000,000) for injuries including, but not limited to, death to any one person and subject to the same limit for each person; in an amount not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - 2) **Automobile Liability (Code 1) Insurance:** In an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per accident for bodily injury and property damage.
 - 3) **Workers' Compensation and Employers Liability:** Worker's compensation and Employers liability insurance in the limits as required by the Labor Code of the State of California.

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- b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Risk Manager, which approval shall not be unreasonably withheld, conditioned or delayed. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, and employees; or Owner shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- c. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provision:
 - 1) General Liability Coverage and Automobile Liability Coverage.
 - a) The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Owner; products and completed operations of Owner, premises owned, occupied or used by Owner. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officers, officials, employees or volunteers.
 - b) Each insurance policy shall contain the following endorsement language: “Notwithstanding any other provisions in this policy, the insurance afforded hereunder to the City of South San Francisco shall be primary as to any other insurance or reinsurance covering or available to the City of South San Francisco, and such other insurance or reinsurance shall not be required to contribute to any liability or loss until and unless the approximate limit of liability afforded hereunder is exhausted.”
 - c) Owner’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of Owner’s insurance and shall not contribute with it.
 - d) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
 - e) Owner’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
 - 2) Worker’s Compensation and Employers Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers,

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officials, employees and volunteers for losses arising from the Encroachments or Facilities.

- 3) All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by regular mail, has been given to the City.
- d. Acceptability of Insurers: Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
- e. Verification of Coverage: Owner shall furnish City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before execution of this Agreement.
- f. Subcontractors: Owner shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- g. The City's Risk Manager may approve a variation in those insurance requirements upon a determination that the coverages, scope, limits and forms of such insurance are either not commercially available or that the City's interests are otherwise fully protected.

8. **Duration of Agreement.** This Agreement shall continue in perpetuity unless and until an agreement terminating this Agreement is executed and acknowledged by the City and all of the respective legal owners of the Property, and such agreement is recorded in the Official Records of San Mateo County. Upon mutual termination of the Agreement, and upon written request by City, Owner (or the successor owner of the Property if Owner no longer owns the Property), at its own cost and expense, agrees to remove or, at City's discretion, abandon in place, some or all of the Project Improvements and restore the Encroachment and Maintenance Area to substantially the same condition it was in prior to Owner's installation of the Project Improvements. Should Owner or the successor owner of the Property, if Owner no longer owns the Property, in such event fail, neglect or refuse to make such removals or restoration within one hundred twenty (120) days of City's written request, at the sole option of City, such removal and restoration may be performed by City at the expense of Owner, which reasonable and documented expense Owner agrees to pay to City within 30 days after receipt of written demand. Upon removal of the Project Improvements in accordance with this Agreement, the City shall within 60 days thereafter record a release of this Agreement in the Official Records of San Mateo County.

9. **Severability.** If any one or more of the covenants or agreements or portions thereof provided in this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such covenant or covenants, such agreement

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or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants or agreements or portions thereof and shall in no way affect the validity or enforceability of the remaining portions of this Agreement.

10. **Notices**. All notices given or which may be given pursuant to this Agreement shall be in writing and transmitted by United States mail or by private delivery systems or by facsimile if followed by United States mail or by private delivery systems as follows:

To the City: Attn: Engineering Division
 City of South San Francisco
 315 Maple Avenue
 South San Francisco, CA 94080

To Owner: SHAC 988 ECR Apartments
 3000 Executive Parkway, Suite 450
 San Ramon, CA 94583
 ATTN: COO

Copy to:
SHAC 988 ECR Apartments
777 California Avenue
Palo Alto, CA 94304
ATTN: General Counsel

11. **Successors and Assigns**. Each of the agreements, covenants and obligations of Owner and City, respectively, set forth in this Agreement shall be covenants that run with the land and shall be binding upon all successors of Owner and City, respectively, for the benefit of the owner of the other property and such owner's successors in accordance with Section 1468 of the California Civil Code. Owner agrees that whenever the Property or any portion thereof is held, sold, conveyed or otherwise transferred, the Property shall be subject to this Agreement which shall apply to, bind and be obligatory to all subsequent owners of the Property. Notwithstanding any provision of this Agreement to the contrary, nothing contained herein shall be deemed to be a gift or dedication of any portion of the Encroachment and Maintenance Area to the general public or for the general public or for any public purpose whatsoever, and this Agreement shall be strictly limited to and for the purposes expressed in this Agreement.

12. **Cooperation**. If any additional documents are reasonably necessary to accomplish the express purposes of this Agreement, the parties hereto agree to cooperate reasonably and in good faith in the preparation of any such documents, and agree to promptly sign and deliver any such documents.

13. **Entire Document/Modification**. This Agreement constitutes the entire agreement between the parties hereto with respect to the Maintenance Obligations, Encroachments and the Encroachment and Maintenance Area, and supersedes as of the date hereof any prior agreement(s) between the parties, written or oral, concerning the subject matter of this Agreement. Any subsequent modification of this Agreement shall be in a writing signed by both parties or their respective successors in interest.

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14. **Invalidity**. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and effect of the invalid or unenforceable provision.

15. **Liens Not Impaired**. No breach of the covenants or terms of this Agreement or any enforcement thereof shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, now or hereafter executed upon the Property or any portion thereof. None of the covenants or terms of this Agreement shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that any such covenant or term shall be binding upon and effective against the owner of the Property or any portion thereof whose title to the Property or such portion thereof is acquired by foreclosure, trustee's sale or otherwise.

16. **Attorneys' Fees**. In the event of any controversy, claim or dispute arising out of this Agreement or any breach hereof, the prevailing party in any legal action shall be entitled to recover from the losing party its costs and expenses, including reasonable attorneys' fees and costs.

17. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to principles of conflicts of law.

18. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same instrument.

[signatures on following page]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CITY OF SOUTH SAN FRANCISCO,
a municipal corporation

By: _____
Charles M. Futrell, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SHAC 988 ECR Apartments LLC,
a Delaware limited liability company

By: SHAC 988 ECR Apartments Venture LLC,
a Delaware limited liability company, its manager

By: SHAC 988 ECR Apartments Member LLC
a Delaware limited liability company, its manager

By: SummerHill Apartment Communities,
A California corporation, its managing member

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

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ACKNOWLEDGMENTS

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, a Notary Public

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

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

WITNESS my hand and official seal.

Signature

(Seal)

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, a Notary Public

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

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

WITNESS my hand and official seal.

Signature

(Seal)

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EXHIBIT A

Legal Description

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

LEGAL DESCRIPTION

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

PARCEL ONE:

BEGINNING AT A POINT ON THE DIVIDING LINE BETWEEN LANDS FORMERLY OF JAMES L. FLOOD AND THE LANDS OF THE UNITED RAILROAD RIGHT-OF WAY DISTANT THEREON SOUTH 55° 30' EAST 215.23 FEET FROM THE MOST NORTHERLY CORNER OF THE LANDS DESCRIBED IN PARCEL 2 IN DEED FOR HIGHWAY PURPOSES FROM JAMES L. FLOOD TO COUNTY OF SAN MATEO, DATED MARCH 10, 1913 AND RECORDED MAY 19, 1913 IN BOOK 225 OF DEEDS AT PAGE 14, RECORDS OF SAN MATEO COUNTY, CALIFORNIA; RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG SAID DIVIDING LINE SOUTH 55° 30' EAST 193.77 FEET; THENCE SOUTH 47° 20' WEST 68.60 FEET TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE STATE HIGHWAY (NOW EL CAMINO REAL); THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 3033 FEET, A CENTRAL ANGLE OF 3° 11' 49", AN ARC DISTANCE OF 169.23 FEET TO THE SOUTHEASTERLY LINE OF CHESTNUT AVENUE, AT WHICH POINT THE RADIAL BEARING BEARS SOUTH 44° 36' 58" WEST; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF CHESTNUT AVENUE, TANGENT TO THE PROCEEDING COURSE, ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 20 FEET, A CENTRAL ANGLE OF 102° 06' 02", AN ARC DISTANCE OF 35.64 FEET AND NORTH 56° 43' EAST 5.70 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION THEREOF CONVEYED TO THE CITY OF SOUTH SAN FRANCISCO, A MUNICIPAL CORPORATION IN THAT CERTAIN DEED OF DEDICATION RECORDED SEPTEMBER 19, 1955 IN BOOK 2878, PAGE 166 OF OFFICIAL RECORDS.

PARCEL TWO:

PORTIONS OF PARCELS 5 AND 6, SAN MATEO COUNTY LANDS, DESCRIBED IN THE DEED FROM THE MARKET STREET RAILWAY COMPANY TO THE CITY AND COUNTY OF SAN FRANCISCO, RECORDED IN BOOK 1161 OF OFFICIAL RECORDS AT PAGE 1 AND A PORTION OF PARCEL 24 DESCRIBED IN THE DEED FROM THE SPRING VALLEY WATER COMPANY TO THE CITY AND COUNTY OF SAN FRANCISCO RECORDED IN BOOK 491 OF OFFICIAL RECORDS AT PAGE 1 IN THE SAN MATEO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF PARCEL D-3106-4C DESCRIBED IN EXHIBIT A-15 ATTACHED TO THE FINAL ORDER OF CONDEMNATION FILED IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF SAN MATEO, ENTITLED "SAN MATEO COUNTY TRANSIT DISTRICT, PLAINTIFF, VS. CITY AND COUNTY OF SAN FRANCISCO, DEFENDANT," CASE NO. 405695 AND RECORDED FEBRUARY 11, 2004 UNDER RECORDER'S SERIES NO. 2004-025111 IN THE SAN MATEO COUNTY RECORDS; THENCE THROUGH THE FOLLOWING NUMBERED COURSES:

- 1) NORTH 54° 47' 38" WEST FOR 362.58 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 3859.53 FEET,
- 2) ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 39' 27" FOR AN ARC LENGTH OF 44.29 FEET TO THE SOUTHEASTERLY LINE OF CHESTNUT AVENUE, 112 FEET WIDE,

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- 3) SOUTH 57° 58' 43" WEST ALONG SAID AVENUE FOR 91.58 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 3944.52 FEET FROM WHICH THE RADIUS POINT BEARS NORTH 36° 21' 52" EAST, 4) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 09' 30" FOR AN ARC LENGTH OF 79.75 FEET,
- 5) SOUTH 54° 47' 38" EAST FOR 175.96 FEET TO THE FORMER CENTERLINE OF MISSION ROAD,
- 6) SOUTH 21° 23' 10" EAST ALONG SAID LINE FOR 9.08 FEET,
- 7) SOUTH 54° 47' 38" EAST FOR 179.03 FEET TO THE NORTHWESTERLY LINE OF PARCEL D-3108-4 DESCRIBED IN SAID FINAL ORDER OF CONDEMNATION,
- 8) NORTH 35° 12' 22" EAST ALONG SAID PARCEL AND ALONG SAID PARCEL D-3106-4C FOR 89.99 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

PARCEL 3, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED, "PARCEL MAP OF LANDS OF GIGLI AND LANDS OF PETROCCHI SOUTH SAN FRANCISCO, CALIFORNIA", RECORDED IN DECEMBER 20, 1983 IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, IN BOOK 54 OF PARCEL MAPS, AT PAGES 15 AND 16.

PARCEL FOUR:

BEING PORTIONS OF EL CAMINO REAL AND MISSION ROAD AS EXISTING ON DECEMBER 31, 1983 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING FOR REFERENCE ON THE CENTER LINE OF MISSION ROAD (66 FEET WIDE) AT THE INTERSECTION THEREOF WITH THE SOUTHWESTERLY PROLONGATION OF THE LINE DIVIDING LOTS 39 AND 40, BLOCK 1, AS SAID ROAD, LOTS AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "SECTION, WEST OF RAILROAD, OF THE TOWN OF BADEN, PART OF RANCHO BURI BURI, SAN MATEO CO., CAL.", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY ON NOVEMBER 30, 1891, IN BOOK "E" OF MAPS, AT PAGE 62; THENCE ALONG SAID SOUTHWESTERLY PROLONGATION OF THE LINE DIVIDING LOTS 39 AND 40, SOUTH 63° 38' 30" WEST, 38.65 FEET TO THE NORTHEASTERLY LINE OF THE STATE HIGHWAY, KNOWN AS EL CAMINO REAL AND THE TRUE POINT OF COMMENCEMENT; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 40° 36' 30" WEST, 12.17 FEET; THENCE SOUTH 83° 14' 30" WEST 13.00 FEET; THENCE, FROM A TANGENT THAT BEARS SOUTH 38° 13' 19" EAST, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 3033.00 FEET, THROUGH AN ANGLE OF 0° 18' 42", AN ARC DISTANCE OF 16.50 FEET TO SAID PROLONGATION OF LINE BETWEEN LOTS 39 AND 40; THENCE ALONG SAID PROLONGATION NORTH 63° 38' 30" EAST, 11.89 FEET TO THE TRUE POINT OF COMMENCEMENT.

PARCEL FIVE:

SO MUCH OF THE HEREIN DESCRIBED PARCEL "A" AS LIES WITHIN THE HEREIN DESCRIBED PARCEL "B"

PARCEL "A":

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

BOUNDED ON THE NORTHEAST BY THAT CERTAIN PARCEL CONVEYED BY JAMES L. FLOOD, ET AL, TO JOHN FLOURNOY, BY DEED DATED NOVEMBER 2, 1900 AND RECORDED DECEMBER 13, 1900 IN BOOK 88 OF DEEDS AT PAGE 219 (MARKET STREET RAILWAY LINE); ON THE NORTHWEST BY THE SOUTHEASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND CONVEYED BY ALVINA M. BORTIS TO KAISER FOUNDATION HOSPITALS BY DEED DATED SEPTEMBER 12, 1966 AND RECORDED SEPTEMBER 14, 1966 IN BOOK 5214 OF OFFICIAL RECORDS AT PAGE 708 (FILE NO. 95676-Z), RECORDS OF SAN MATEO COUNTY, CALIFORNIA; AND ON THE SOUTHWEST BY THAT CERTAIN PARCEL OF LAND CONVEYED BY JAMES L.

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FLOOD, TO COUNTY OF SAN MATEO BY DEED DATED MARCH 10, 1913 AND RECORDED MAY 19, 1913 IN BOOK 225 OF DEEDS AT PAGE 14 (EL CAMINO REAL).

PARCEL "B":

A PORTION OF PARCEL 24 AS SET FORTH IN DEED FROM SPRING VALLEY WATER COMPANY, A CORPORATION, TO CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, DATED MARCH 3, 1930 AND RECORDED MARCH 3, 1930 IN BOOK 491 OF OFFICIAL RECORDS AT PAGE 1, RECORDS OF SAN MATEO COUNTY, CALIFORNIA, AND A PORTION OF THE LANDS CONVEYED FROM THE MARKET STREET RAILWAY COMPANY TO THE CITY AND COUNTY OF SAN FRANCISCO BY THAT CERTAIN DEED RECORDED SEPTEMBER 29, 1944 IN BOOK 1161 OF OFFICIAL RECORDS AT PAGE 1, SAN MATEO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS:

THAT PORTION OF SAID ABOVE LANDS WHICH IS BOUNDED NORTHEASTERLY BY THE NORTHWESTERLY LINE OF OLD MISSION ROAD; BOUNDED SOUTHERLY BY THE NORTHERLY LINE OF THE LANDS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED FROM FLOOD REALTY COMPANY, A CORPORATION, TO EMILIO A. PETROCCHI, ET AL, RECORDED JANUARY 22, 1954 IN BOOK 2527 OF OFFICIAL RECORDS AT PAGE 491, SAN MATEO COUNTY, CALIFORNIA; (FILE NO. 31864-L); AND BOUNDED NORTHWESTERLY BY THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF CHESTNUT AVENUE EXTENSION AS ESTABLISHED BY DEED TO THE CITY OF SOUTH SAN FRANCISCO, A MUNICIPAL CORPORATION, RECORDED FEBRUARY 8, 1971 IN BOOK 5892 OF OFFICIAL RECORDS AT PAGE 452, SAN MATEO COUNTY, CALIFORNIA (FILE NO. 80162-AD).

APN: 011-325-030 (Affects Parcel One)
011-325-070 (Affects Parcels Two and Five)
014-011-260 (Affects Parcel Three)
014-011-280 (Affects Parcel Four)

JPN:
011-032-325-03A
093-033-331-04A

014-001-011-01.01A, 11.02A, 13.01A and 15A

014-001-011-17A

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EXHIBIT B

Encroachment And Maintenance Area

[SEE ATTACHED]

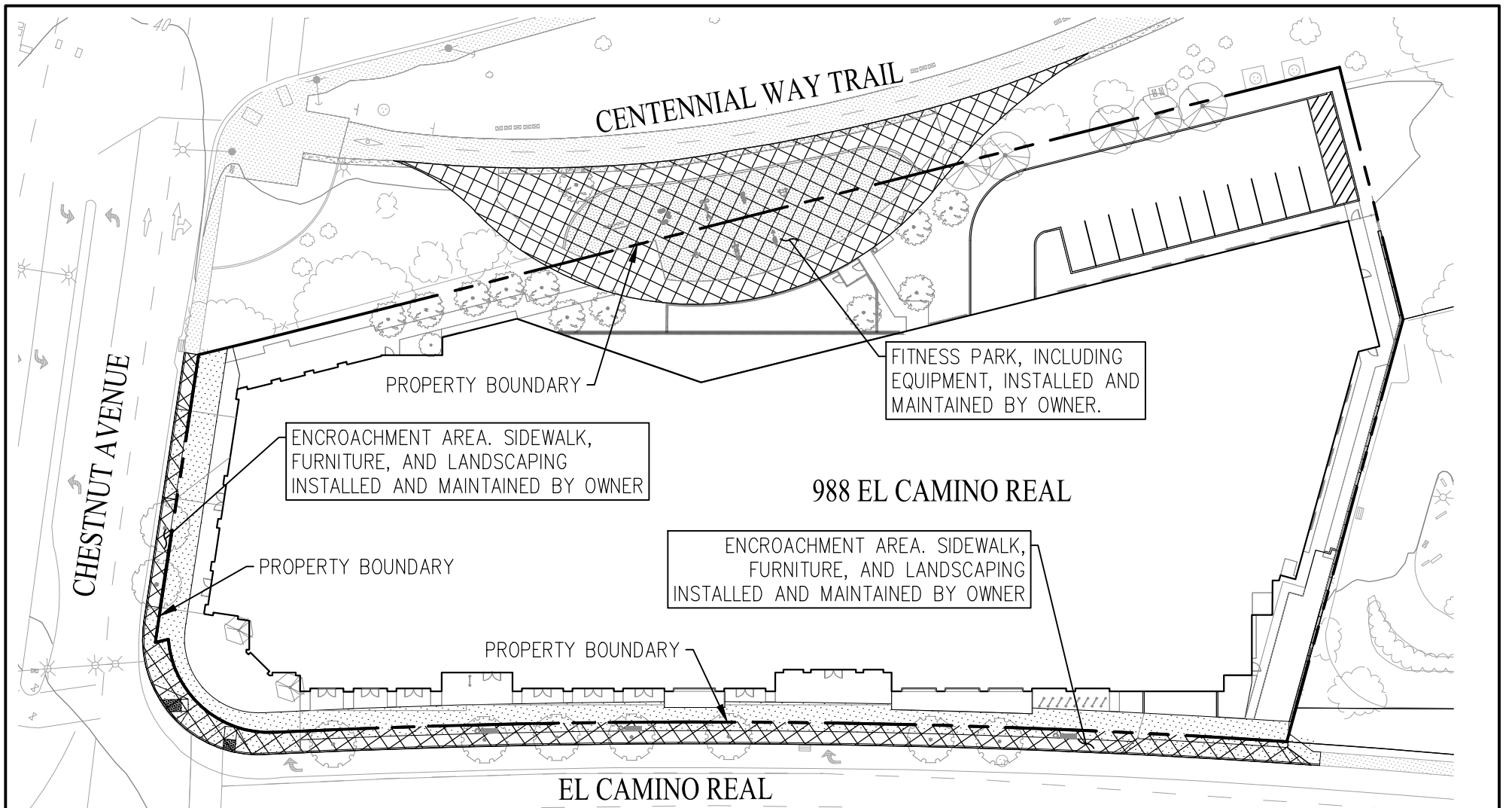


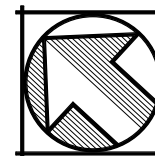
EXHIBIT B

ENCROACHMENT AND MAINTENANCE AREA

988 EL CAMINO REAL

CITY OF SOUTH SAN FRANCISCO SAN MATEO COUNTY CALIFORNIA

DATE: JUNE 27, 2019 SCALE: 1" = 30'



SAN RAMON (925) 866-0322
 SACRAMENTO (916) 375-1877
 WWW.CBANDG.COM

CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

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EXHIBIT "C"

TIE BACK PLANS

[SEE ATTACHED]

SCOPE OF WORK

- 1. EXCAVATION SHORING OF 988 EL CAMINO REAL WITH TIEBACKS AND WOOD LAGGING ALONG CHESTNUT STREET.
2. EXCAVATION SHORING OF 988 EL CAMINO REAL WITH INTERNAL BRACING WITH RAKERS AND WALERS ELSEWHERE NOT SHOWN ON THESE PLANS.

GENERAL NOTES

- 1. CONSTRUCTION SHALL CONFORM TO THE 2015 CALIFORNIA BUILDING CODE (2015 CBC), APPLICABLE SAFETY CODES AND TO THE RULES AND REGULATIONS OF ALL AGENCIES HAVING JURISDICTION.
2. SHORING AND UNDERPINNING SYSTEM DESIGN CRITERIA BELOW IS BASED ON REFERENCED GEOTECHNICAL DOCUMENT.
3. TIEBACK SOLDIER BEAM SOIL PRESSURE TRAPEZOID: 29th PSF ABOVE BOTTOM OF EXCAVATION, 48th PSF ABOVE BOTTOM OF EXCAVATION WITH BART ZONE OF INFLUENCE (20); WHERE H+ = RETAINED HEIGHT.
... [Remaining notes follow similar format]

MATERIALS

- 1. STRUCTURAL STEEL: W-FLANGE: ASTM A992, PLATE AND ANGLE: ASTM A36, HOLLOW STRUCTURAL SECTIONS (HSS): ASTM A1085 OR ASTM A500, GRADE B
2. SELECTION OF MATERIALS AND MIXING AND PLACING OF CONCRETE AND GROUT SHALL BE IN ACCORDANCE WITH THE LOCAL BUILDING CODE AND ALL SPECIFICATIONS.
... [Remaining materials list follows]

PROCEDURES FOR INSTALLATION OF TIEBACKS

- 1. TIEBACKS SHALL BE INSTALLED USING A SMOOTH OUTER CASING ADVANCED AS DRILLING PROCEEDS TO PREVENT CAVING OF GROUND. DRILL CASING SHALL EXTEND TO THE BOTTOM OF THE DRILL HOLE (TIEBACK LENGTH).
2. INSTALL TENDON THROUGH THE CASING. BACKFILL TIEBACK WITH GROUT THROUGH THE DRILL CASING. RETRACT CASING AS GROUT OR BACKFILL IS PLACED. CONTRACTOR SHOULD TAKE CARE TO PREVENT LOSS OF BACKFILL (GROUT) INTO NEARBY PROPERTIES OR STRUCTURES.
... [Remaining procedure steps follow]

TESTING

- A. PERFORMANCE TEST: FIRST 2 TIEBACKS AND 2 PERCENT OF REMAINING TIEBACKS SHALL BE INCREMENTALLY LOADED TO 1.33 TIMES THE DESIGN LOAD. APPLY AN ALIGNMENT LOAD OF 25 PERCENT OF THE DESIGN LOAD. APPLY TEST LOAD IN INCREMENTS OF 0.25 TIMES THE DESIGN LOAD (HOLD EACH INCREMENTAL LOAD UNTIL SETTLEMENT HAS STABILIZED) UNTIL THE TEST LOAD IS REACHED.
B. TIEBACK TESTS SHALL BE CONSIDERED ACCEPTABLE IF:
1. LESS THAN .04 INCHES OF MOVEMENT IS OBSERVED BETWEEN THE 1 AND 10-MINUTE HOLD OR MOVEMENT IS LESS THAN 0.08 INCHES PER LOG CYCLE OF TIME (I.E. 6 TO 60 MINUTE INTERVAL) IF THE TEST HOLD IS CONTINUED FOR 60-MINUTES.
... [Remaining testing criteria follow]

ABBREVIATIONS

Table with 3 columns: Abbreviation, Description, and Notes. Includes terms like BF/BOF, SSSD, BOC, BSH, FS, etc.

SPECIAL INSPECTION ITEMS (PROVIDED BY OWNER)

- THE FOLLOWING SPECIAL INSPECTION ITEMS SHALL BE PERFORMED BY AN AGENCY SELECTED AND PROVIDED BY THE OWNER OF THE PROJECT IN ACCORDANCE WITH THE CBC AND APPROVED BY SHORING ENGINEER.
1. SOLDIER BEAM INSTALLATION (BY GEOTECHNICAL ENGINEER).
2. TIEBACKS: INTERMITTENT OBSERVATION OF INSTALLATION, FULL TIME OBSERVATION OF ALL TESTING.
... [Remaining inspection items follow]

MONITORING PROGRAM

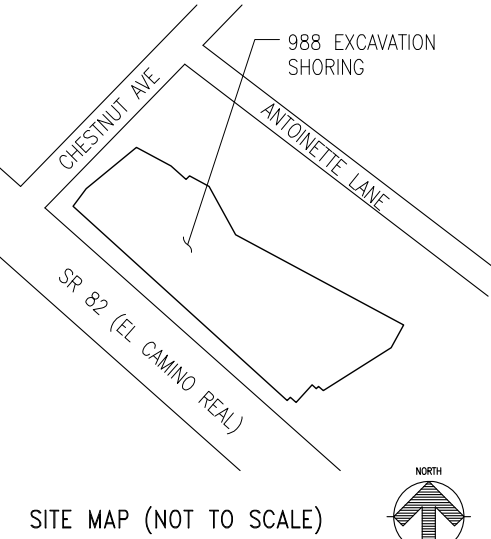
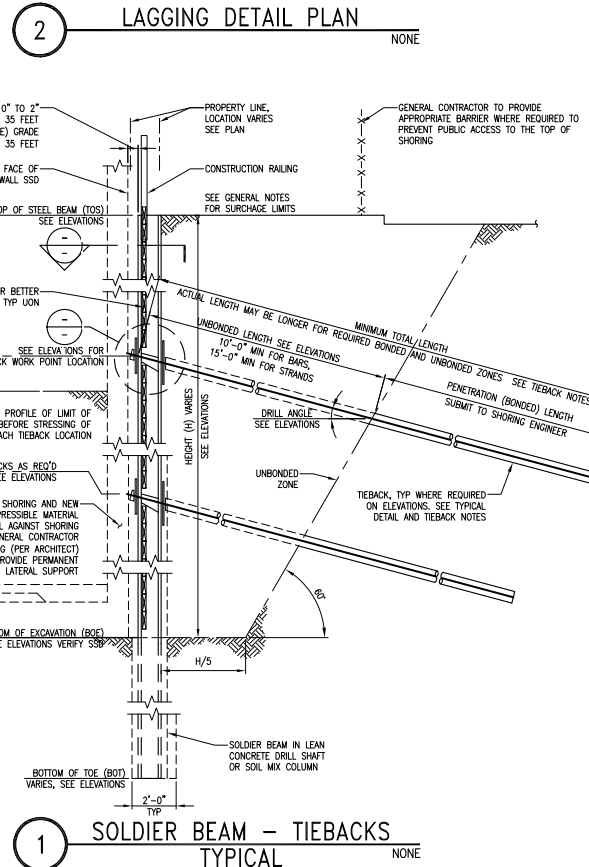
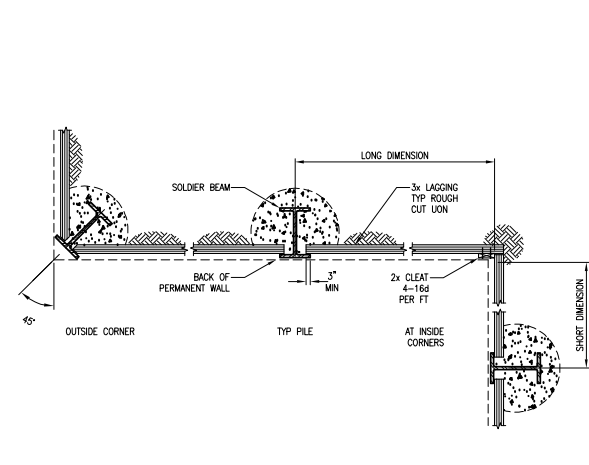
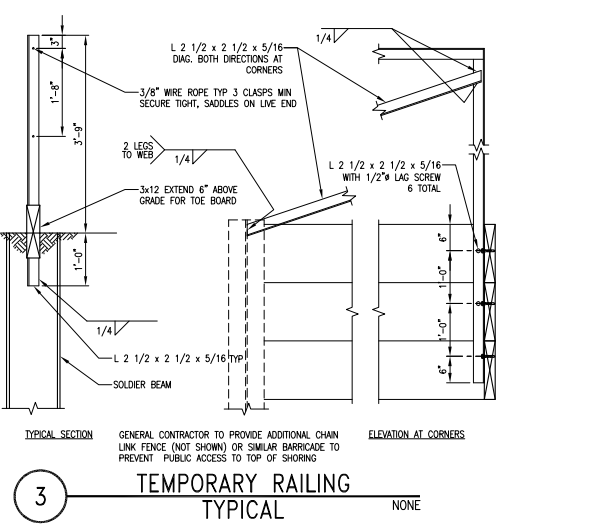
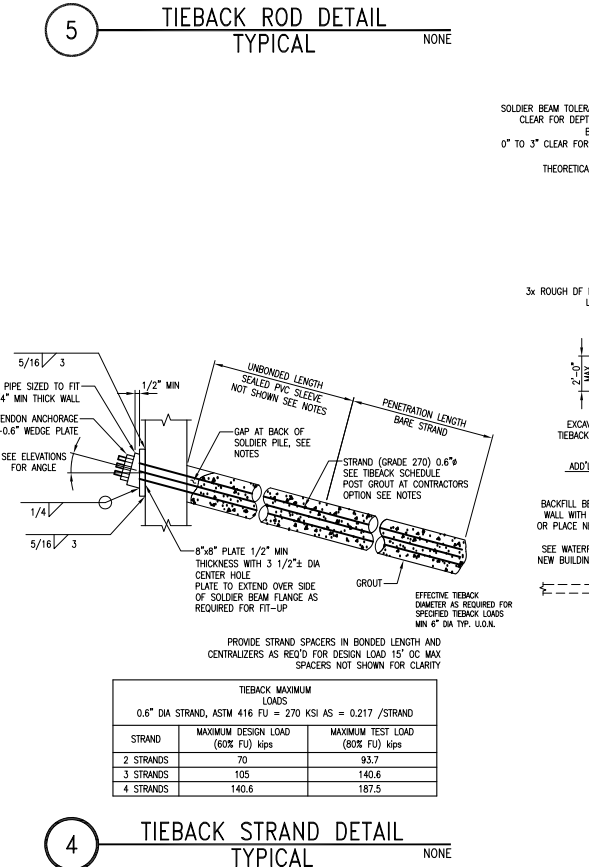
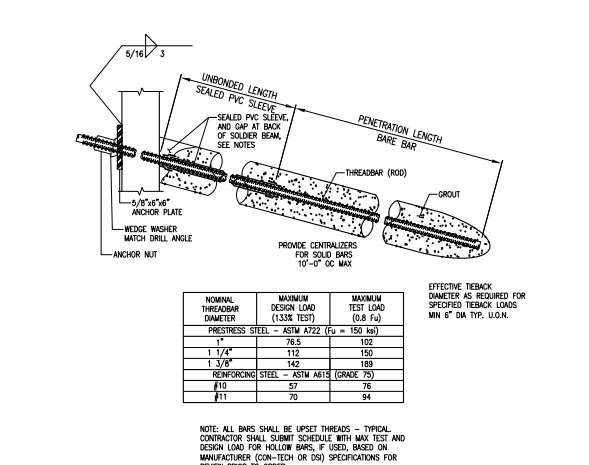
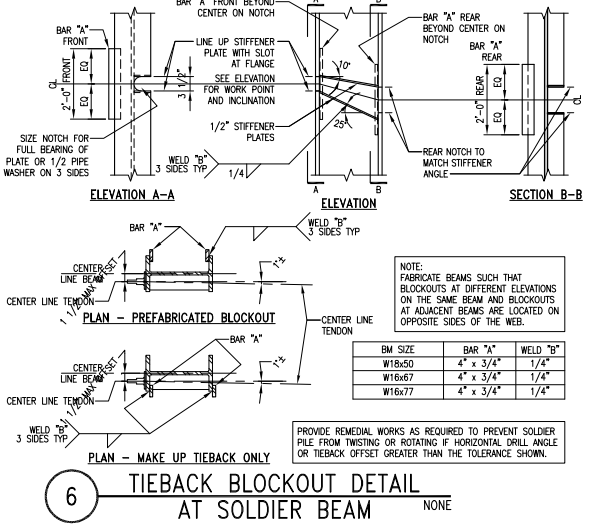
- 1. PRIOR TO SHORING WORK AT THE SITE, A VISUAL SURVEY SHALL BE MADE AND PHOTOGRAPHS TAKEN (GENERAL CONTRACTOR) OF IMPROVEMENTS NEAR THE PLANNED SHORING TO ESTABLISH EXISTING CONDITIONS.
2. ADJACENT BUILDINGS SHALL BE MONITORED (SURVEYED) FOR HORIZONTAL AND VERTICAL MOVEMENT BY AN INDEPENDENT LICENSED LAND SURVEYOR OR QUALIFIED CIVIL ENGINEER (PROVIDED BY GENERAL CONTRACTOR) AT THE FOLLOWING LOCATIONS PROVIDED ACCESS FROM THE NEIGHBORS.
... [Remaining monitoring details follow]

REFERENCE DOCUMENTS

- 1. GEOTECHNICAL REPORT: "REVISION - 1 FINAL GEOTECHNICAL INVESTIGATION, PROPOSED MIXED-USE DEVELOPMENT, 988 EL CAMINO REAL, SOUTH SAN FRANCISCO, CALIFORNIA" PREPARED BY ROCKRIDGE GEOTECHNICAL DATED MARCH 11, 2019 PROJECT NO. 17-1272.
2. SUPPLEMENTAL GEOTECHNICAL RECOMMENDATIONS "SUPPLEMENTAL RECOMMENDATIONS - GROUNDWATER LEVELS, PROPOSED MIXED-USE DEVELOPMENT 988 EL CAMINO REAL, SOUTH SAN FRANCISCO, CALIFORNIA" PREPARED BY ROCKRIDGE GEOTECHNICAL DATED JANUARY 31, 2019 PROJECT NO. 17-1272.
... [Remaining reference documents follow]

DRAWING LIST

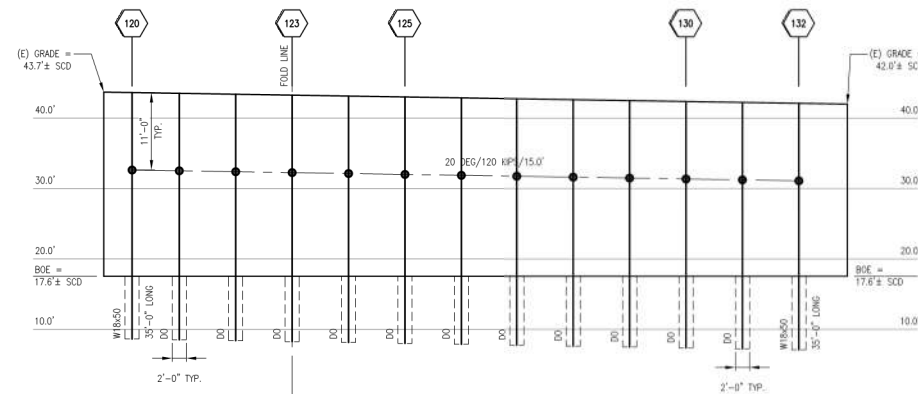
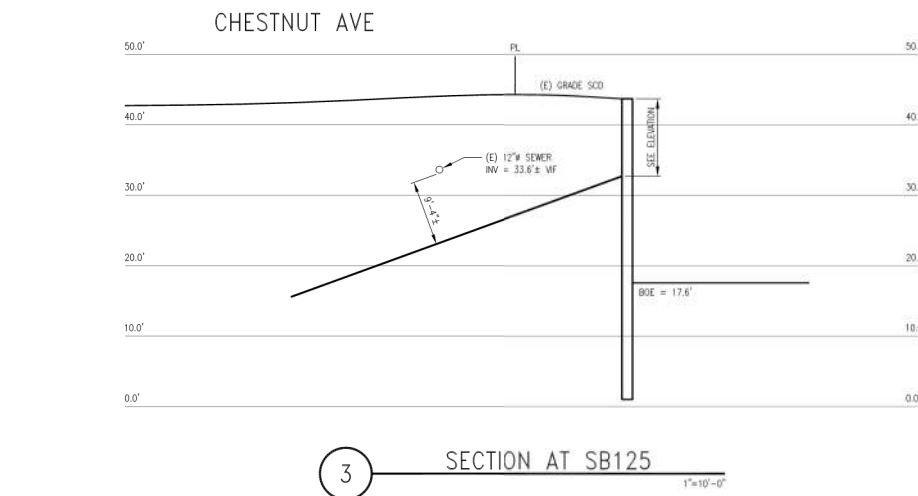
- SH1.0 GENERAL NOTES, SITE PLAN, AND TYPICAL DETAILS
SH2.0 PLAN, ELEVATION, AND SECTION



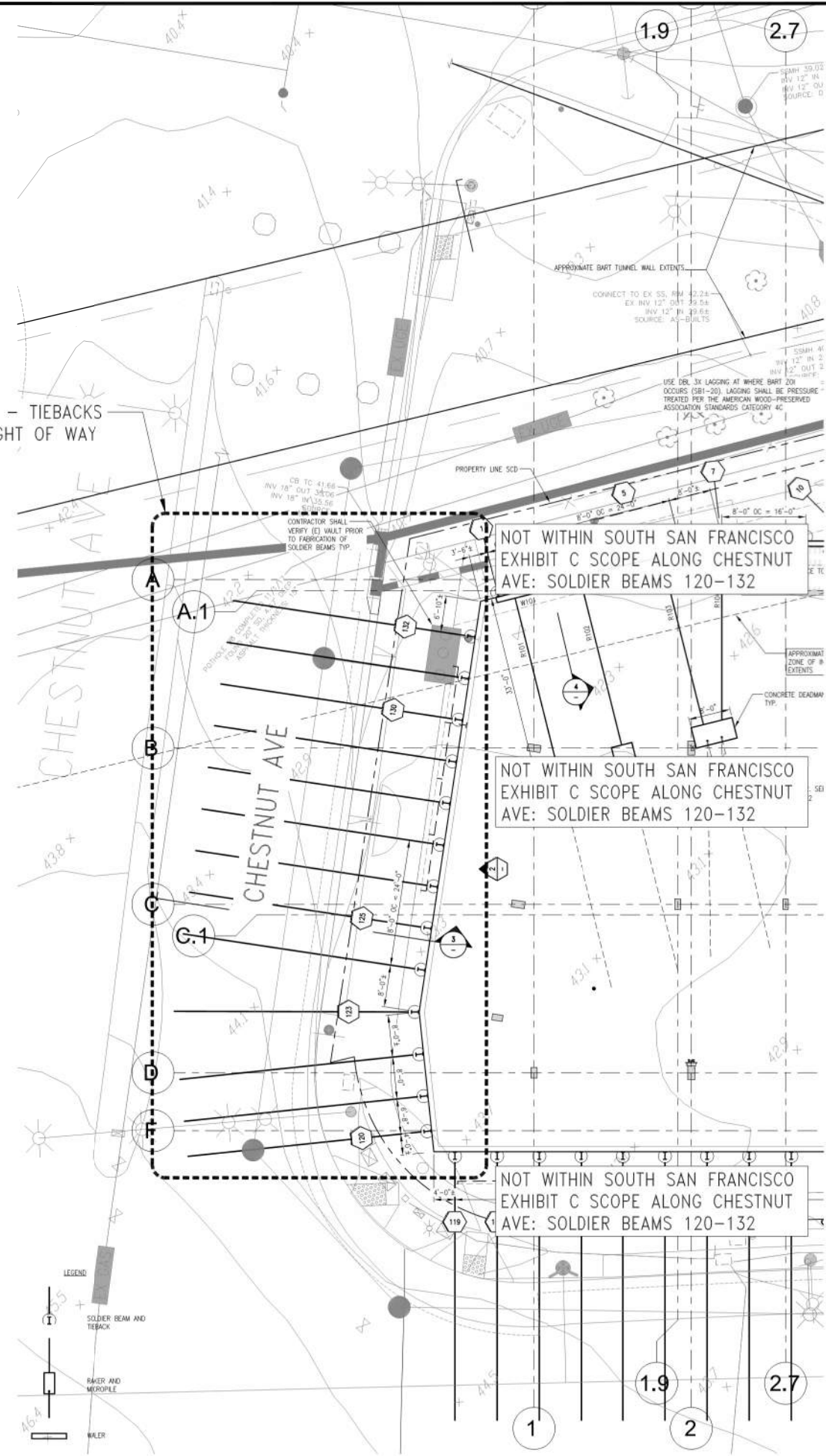
Professional Engineer information for Tuan & Robinson Structural Engineers, Inc. including license number, address, and contact details. Also includes a revision table with columns for NO., DATE, and DESCRIPTION.

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Exhibit B - Improvement Agreement



ENCROACHMENT - TIEBACKS
WITHIN CITY RIGHT OF WAY



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500 FERRIS BLVD., SUITE 110
SAN FRANCISCO, CA 94115
TEL: 415.937.2480 FAX: 415.937.3483



TEMPORARY SHORING
988 EL CAMINO REAL
SOUTH SAN FRANCISCO, CA 94105

PARTIAL SHORING PLAN,
ELEVATION, AND SECTION
ALONG CHESTNUT STREET
SB120-SB132

NO.	DATE	REVISIONS
1	05/21/19	
2		

SCALE: AS NOTED
DRAWN: SN
JOB: 2018.115.00
SHEET: SH2.0
OF 11 SHEETS