

FOR CONTRACT NO.: 04-163744

INFORMATION HANDOUT

AGREEMENTS

TEMPORARY CONSTRUCTION EASEMENTS

ROUTE: 04-SF-101-8.2/9.2

REVISED PER ADDENDUM NO. 6 DATED FEBRUARY 17, 2010

TEMPORARY CONSTRUCTION EASEMENT

MSN V 903-10-002

The Department of Veterans Affairs, acting for and on behalf of the United States of America, hereinafter referred to as the Government, under and by virtue of the authority contained in 40 United States Code 319 (76 Stat. 1129), having determined that it will not be adverse to the interests of the United States, does hereby grant and convey, for and in consideration of the improvements to be made by Grantee, as described in paragraphs four (4) and five (5) below, without covenant or warranty of any kind and subject to the conditions hereinafter stated, unto the State of California, Department of Transportation, hereinafter referred to as the Grantee, its successors and assigns, a temporary easement and right of way to lands belonging to San Francisco National Cemetery, hereinafter referred to as "said facilities", to be on, over, upon, across or through a portion of such facilities, which the undersigned owns or in which the undersigned has an interest in San Francisco County, State of California, to wit:

All as depicted and described on Exhibit A (survey) and Exhibit B (legal description), attached hereto and made a part hereof.

The easement and right of way hereby granted is for the following purpose, namely: To provide use of surface areas for the staging and storage of equipment, supplies, machinery, or vehicles associated with the construction of an underground tunnel and reconstruction of the Doyle Drive surface road for the California State Highway 101 Southbound Battery Tunnel portion of the Doyle Drive replacement project, within a section of land containing approximately .35 acres, as depicted on Exhibit A and identified as Temporary Construction Easement (T.C.E.) 61985-2.

The easement is granted subject to the following conditions and provisions:

1. The easement shall be temporary in nature; the right of the Grantee, its employees, contractors, servants, or its agents to enter upon the lands described above shall be terminated when the construction project has been completed and has been accepted by the Grantee, or on December 31, 2013, whichever is sooner.
2. That the Government reserves the rights for all purposes across, over, or under the easement area herein described; such rights, however, to be exercised in a manner which will not create undue interference with the use and enjoyment by the Grantee of said easement.
3. That all actions taken by the Grantee, its employees, contractors, servants, or its agents in connection with the above-mentioned construction of an underground tunnel for the

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Initials: FN & BA
Government Grantee

California State Highway 101 Southbound Battery Tunnel portion of the Doyle Drive replacement project shall be limited solely to those lands within the easement area, and shall be managed to be respectful of the dignity of San Francisco National Cemetery.

4. That the Grantee shall replace, repair, restore, or relocate any property of the Government within the boundaries of San Francisco National Cemetery affected or damaged directly or indirectly by the Grantee, its employees, contractors, servants, or its agents during its construction, installation, and replacement of the above-mentioned Doyle Drive replacement project, all to the satisfaction of the Director, San Francisco National Cemetery, to as good or better condition as existed prior to construction, at no cost to the Government. Such property shall include fencing, walls, gravesites, monuments, and paved surfaces located within the boundaries of San Francisco National Cemetery property damaged or degraded in any way by Grantee, its employees, contractors, servants, or its agents. The Grantee shall also, without cost to the Government, replace and restore any turf, shrubbery, trees, or plants within the easement area that have been degraded, damaged, or removed by Grantee, its employees, contractors, servants, or its agents, to as good or better condition as existed prior to construction, to the satisfaction of the Director, San Francisco National Cemetery. In consideration of such facilities, it is hereby expressly understood that the above-specified improvements made by Grantee are consideration for this easement.

5. That to ensure the protection of the existing historic iron fence (HOIF) along the northern boundary of the San Francisco National Cemetery property, Grantee shall conduct a survey of its exact location and condition prior to any construction activity. The Grantee, through its contractor or contractors, shall be required to remove the portion of the HOIF located within the easement area, store it in a mutually-agreeable safe and secure off-site location for the duration of the construction, and restore it, all at no expense to the Government. Upon completion of construction the stored and restored fence lengths shall be returned to their original locations, all at no expense to the Government. Grantee will ensure that a contractor with demonstrable experience in the restoration of historic ornamental ironwork will be retained to ensure that each fence length will be replaced in proper order, and restored following the Secretary of the Interior's standards for the restoration of historic properties. Also, for approximately six feet of stone wall at the northwestern corner of San Francisco National Cemetery, where it extends in to the footprint of the excavation, Grantee will ensure that a mason with demonstrable experience in the deconstruction and restoration of historic stone walls will dismantle, record, and, after completion of construction, reinstall that portion of the wall, following the Secretary of the Interior's standards for the restoration of historic properties. Those portions of the stone wall that are removed will be stored on San Francisco National Cemetery property outside the easement area, subject to the guidance, supervision and approval of the Director, San Francisco National Cemetery. The Grantee is a self-insured entity and will require its contractor or contractors to carry insurance in the amount of \$2,000,000 at all times.

Initials: FN & [Signature]
Government Grantee

6. That upon removal of the existing historic ornamental iron fence (HOIF) mentioned above, but before construction begins, a chain link fence shall be installed in all places where the HOIF and stone wall have been removed. The fence shall be vinyl-coated, black in color, extend six (6) feet above grade, and have a tension wire along the bottom of the fence surface. The fence posts shall be metal, placed ten (10) feet apart, and anchored in concrete footings twelve (12) inches in diameter and twenty-four (24) inches deep.

7. That within thirty (30) days after construction completion of all the physical improvements by the Grantee, its employees, contractors, servants, or its agents related to the Doyle Drive replacement project, the Grantee shall regrade the ground surface to its original elevation and improve such ground surface of the easement area with sod (Dwarf Tall Fescue/Bluegrass blend) and water it over the period of time necessary for the sod to become established, all in accordance with industry standards.

8. That no mining operations shall be conducted on the premises described above. No minerals shall be removed therefrom except such as are reasonably necessary incident to the utilization of the described premises for the purpose of which the easement is granted.

9. That the Grantee will indemnify and save the Government harmless from any liability or responsibility of any nature whatsoever arising directly from the privileges herein granted.

10. That all right, title, interest, and estate hereby granted shall cease and terminate effective as of the date of written notice from the Government to the Grantee, its successors or assigns, that there has been (a) a failure to comply with the terms and conditions of the grant, or (b) a nonuse of the easement for a consecutive two-year period for the purpose for which granted, or (c) an abandonment of the easement.

11. That upon termination or forfeiture of the grant, the Grantee shall within a reasonable time thereafter, if so required by the Government, remove from the land hereinafter described all structures, installations, and appurtenances thereto belonging to Grantee and restore the premises to the satisfaction of the Government.

12. That no advertisements, commercial, political or otherwise, will be placed or allowed on the property.

Initials: FN & [Signature]
Government Grantee

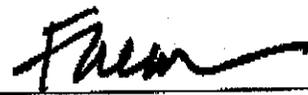
13. The Grantee does, by the acceptance of this instrument, covenant and agree for itself, its assigns, and its successors in interest in property herein conveyed, or any part thereof:

(a) That it is now complying with and will continue to comply with Title VI of the Civil Rights Act of 1964 and all the requirements imposed by or pursuant to the regulations of the Department of Veterans Affairs issued pursuant to that Title, and that the easement and its appurtenant areas and facilities, whether or not on the property herein involved, will be operated in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Veterans Affairs and in effect on the date of this instrument, all to the end that no person in the United States shall on the ground of race, color, religion or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activities provided thereon; and,

(b) That the United States shall have the right to judicial enforcement of these covenants no only to the Grantee, its successors and assigns, but also to lessees and sub-lessees doing business or extending services under contractual or other arrangements on the interest in the property herein conveyed.

IN WITNESS WHEREOF the Department of Veterans Affairs has caused this Temporary Construction Easement to be executed in the name and on its behalf this 2 day of Feb, 2010.

UNITED STATES OF AMERICA
Acting by and through the Secretary,
Department of Veterans Affairs

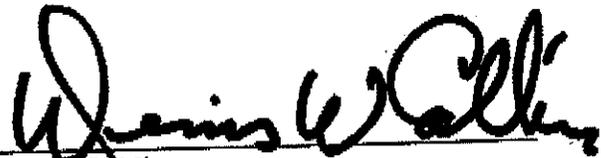
BY: 
Frederick J. Neun
Director, Office of Construction Management
National Cemetery Administration

Initials: FN & 
Government Grantee

CITY OF WASHINGTON)
) ss
DISTRICT OF COLUMBIA)

ON THIS 2nd day of Feb, 2010, before me a Notary Public in and for the District of Columbia, personally appeared to me Frederick J. Neun, well known and known to me to be the Director, Office of Construction Management for the National Cemetery Administration, whose name is subscribed to the within instrument and acknowledged that he executed the same as a voluntary act and deed of the United States of America, within the scope of his authority.

[SEAL]



Notary Public
District of Columbia

My commission expires:

DENNIS W. CALKIN
NOTARY PUBLIC DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES: FEB 28, 2011

Initials: FN & [Signature]
Government Grantee

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Alameda

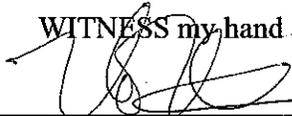
On February 3, 2010 before me, Van Nguyen, Notary Public
(Here insert name and title of the officer)

personally appeared R.A. Macpherson

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

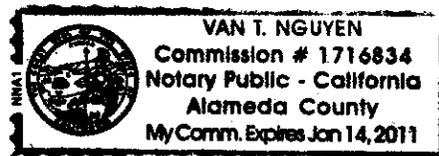
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

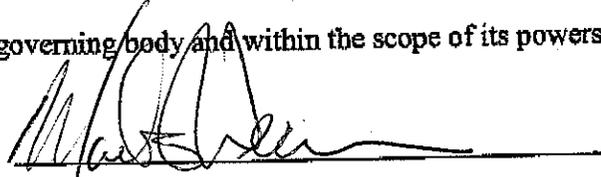
INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CERTIFICATE

I, MARK WEAVER, certify that I am the DISTRICT OFFICE CHIEF
of THE STATE of CALIFORNIA, DEPARTMENT of TRANSPORTATION named as Grantee herein; that
R.A. MACPHERSON, who signed this easement on behalf of the Grantee,
was then DEPUTY DISTRICT DIRECTOR of RIGHT OF WAY
and that said easement was duly signed for and in behalf of THE STATE of CALIFORNIA,
DEPT. of TRANSPORTATION by authority of its governing body and within the scope of its powers.



Printed Name: MARK WEAVER

Initials: fw & [Signature]
Government Grantee

EXHIBIT B
MSN V 903-10-002
TEMPORARY CONSTRUCTION EASEMENT

PARCEL 2-903-10-002 (61985-2):

A TEMPORARY CONSTRUCTION EASEMENT to provide use of surface areas for the staging and storage of equipment supplies, machinery or vehicles for construction purposes, to terminate December 31, 2013, over and across the following described parcel of land;

Beginning at a point on the northerly line of said National Cemetery, said point being the easterly terminus of the course shown as "N 86°04'13" E 62.27'" on said Record of Survey; thence along said northerly line the following 4 courses: 1) S 86°04'13" W 62.27 feet; 2) along a tangent curve to the right with a radius of 399.82 feet, a central angle of 26°19'00" and an arc length of 183.64 feet; 3) N 67°36'47" W 241.33 feet; 4) along a tangent curve to the left with a radius of 232.04 feet, a central angle of 58°03'22" and an arc length of 235.12 feet; thence leaving said northerly line, S35°54'29" E 26.73 feet; thence N 63°26'006" E 41.25 feet; thence S 75°11'28" E 3.30 feet; thence N 66°21'50" E 43.40 feet; thence N 72°08'49" E 62.57 feet; thence S 70°11'06" E 6.29 feet; thence S 74°41'41" E 39.52 feet; thence S 67°58'37" E 277.34 feet; thence along a tangent curve to the left with a radius of 349.00 feet, a central angle of 25°05'13" and an arc length of 152.81 feet; thence N 86°56'10" E 94.43 feet; thence along a tangent curve to the right with a radius of 305.00 feet, a central angle of 37°36'22" and an arc length of 200.19 feet; thence S 30°13'07" E 8.49 feet; thence S 09°09'42" E 4.87 feet; thence from a radial bearing of S 00°40'27" E, along a curve to the left with a radius of 1500.31 feet, a central angle of 00°39'34" and an arc length of 17.27 feet; thence S 40°20'38" E 31.72 feet to the southeasterly boundary line of said National Cemetery; thence along the southeasterly and northerly boundary lines of said National Cemetery the following 3 courses: 1) N 37°30'43" E 9.94 feet; 2) from a radial bearing of N 53°47'10" E, along a curve to the left with a radius of 182.61 feet, a central angle of 24°19'56" and an arc length of 77.55 feet to a point of compound curvature; 4) along a tangent curve to the left with a radius of 342.74 feet, a central angle of 33°23'02" and arc length of 199.70 feet to the point of beginning.

Containing 15,372 square feet (0.353 acre of land), more or less.

TEMPORARY UNDERGROUND TIE-BACK EASEMENT

MSN V 903-10-003

The Department of Veterans Affairs, acting for and on behalf of the United States of America, hereinafter referred to as the Government, under and by virtue of the authority contained in 40 United States Code 319 (76 Stat. 1129), having determined that it will not be adverse to the interests of the United States, does hereby grant and convey, for an in consideration of the improvements to be made by Grantee, as described in paragraphs five (5) and six (6) below, without covenant or warranty of any kind and subject to the conditions hereinafter stated, unto the State of California, Department of Transportation, Hereinafter referred to as the Grantee, its successors and assigns, a temporary easement and right of way to lands belonging to San Francisco National Cemetery, hereinafter referred to as "said facilities", to be under a portion of such facilities, which the undersigned owns or in which the undersigned has an interest in San Francisco County, State of California, to wit:

All as depicted and described on Exhibit A (survey) and Exhibit B (legal description), attached hereto and made a part hereof.

The easement and right of way hereby granted is for the following purpose, namely: To allow tieback anchors to be installed and constructed as underground improvements to provide physical support for a temporary shoring system necessary to retain the earth below the cemetery for the construction of the off-site tunnel cut for the California State Highway 101 Southbound Battery Tunnel portion of the Doyle Drive replacement project, within a section of land containing approximately 1.14 acres, as depicted on Exhibit A and identified as Temporary Underground Tie-Back Easement (T.C.E.) 61985-3).

The easement is granted subject to the following conditions and provisions:

1. The easement shall be temporary in nature; the right of the Grantee, its employees, contractors, servants, or its agents to enter upon the lands described above shall be terminated when the construction project has been completed and has been accepted by the Grantee, or on December 31, 2013, whichever is sooner.
2. That the Government reserves the rights for all purposes across, over, or under the easement area herein described; such rights, however, to be exercised in a manner which will not create under interference with the use and enjoyment by the Grantee of said easement.

Page 1

Initials: FA & [Signature]
Government Grantee

3. That all actions taken by the Grantee, its employees, contractors, servants, or its agents in connection with the above-mentioned construction of an underground tunnel for the California State Highway 101 Southbound Battery Tunnel portion of the Doyle Drive replacement project shall be limited solely to those lands within the easement area, and shall be managed to be respectful of the dignity of San Francisco National Cemetery.

4. That installation of the top row of tieback anchors will be located such that they pass a minimum of 20 feet below the existing grade of cemetery property at the location of the existing historic ornamental iron fence (HOIF) line. The tieback anchors are to be placed at a downward angle of fifteen (15) degrees off horizontal from the outside surface of the off-site soldier pile elements of the shoring system. The Grantee will be allowed to install additional rows of tieback anchors at depths below the top row of tieback anchors, as it considers necessary to provide physical support for the temporary shoring system for construction of the off-site tunnel cut.

5. That the Grantee shall replace, repair, restore, or relocate any property of the Government within the boundaries of San Francisco National Cemetery affected or damaged directly or indirectly by the Grantee, its employees, contractors, servants, or its agents during its construction, installation, and replacement of the above-mentioned Doyle Drive replacement project, all to the satisfaction of the Director, San Francisco National Cemetery, to as good or better condition as existed prior to construction, at no cost to the Government. Such property shall include fencing, walls, gravesites, monuments, and paved surfaces located within the boundaries of San Francisco National Cemetery property damaged or degraded in any way by Grantee, its employees, contractors, servants, or its agents. The Grantee shall also, without cost to the Government, replace and restore any turf, shrubbery, trees, or plants within the easement area that have been degraded, damaged, or removed by Grantee, its employees, contractors, servants, or its agents, to as good or better condition as existed prior to construction, to the satisfaction of the Director, San Francisco National Cemetery. In consideration of such facilities, it is hereby expressly understood that the above-specified improvements made by Grantee are consideration for this easement.

6. That to ensure the protection of the existing historic iron fence (HOIF) along the northern boundary of the San Francisco National Cemetery property, Grantee shall conduct a survey of its exact location and condition prior to any construction activity. The Grantee, through its contractor or contractors, shall be required to remove the portion of the HOIF located within the easement area, store it in a mutually-agreeable safe and secure off-site location for the duration of the construction, and restore it, all at no expense to the Government. Upon completion of construction the stored and restored fence lengths shall be returned to their original locations, all at no expense to the Government. Grantee will ensure that a contractor with demonstrable experience in the restoration of historic ornamental ironwork will be retained to ensure that each fence

Initials: FR & [Signature]
Government Grantee



length will be replaced in proper order, and restored following the Secretary of the Interior's standards for the restoration of historic properties. Also, for approximately six feet of stone wall at the northwestern corner of San Francisco National Cemetery, where it extends in to the footprint of the excavation, Grantee will ensure that a mason with demonstrable experience in the deconstruction and restoration of historic stone walls will dismantle, record, and, after completion of construction, reinstall that portion of the wall, following the Secretary of the Interior's standards for the restoration of historic properties. Those portions of the stone wall that are removed will be stored on San Francisco National Cemetery property outside the easement area, subject to the guidance, supervision and approval of the Director, San Francisco National Cemetery. The Grantee is a self-insured entity and will require its contractor or contractors to carry insurance in the amount of \$2,000,000 at all times.

7. That upon removal of the existing historic ornamental iron fence (HOIF) mentioned above, and before construction begins, a chain link fence shall be installed in all places where the HOIF and stone wall have been removed. The fence shall be vinyl-coated, black in color, extend six (6) feet above grade, and have a tension wire along the bottom of the fence surface. The fence posts shall be metal, placed ten (10) feet apart, and anchored in concrete footings twelve (12) inches in diameter and twenty-four (24) inches deep.

8. That within thirty (30) days after construction completion of all the physical improvements by the Grantee, its employees, contractors, servants, or its agents related to the Doyle Drive replacement project, the Grantee shall regrade the ground surface to its original elevation and improve such ground surface of the easement area with sod (Dwarf Tall Fescue/Bluegrass blend) and water it over the period of time necessary for the sod to become established, all in accordance with industry standards.

9. That no mining operations shall be conducted on the premises described above. No minerals shall be removed therefrom except such as are reasonably necessary incident to the utilization of the described premises for the purpose of which the easement is granted.

10. That the Grantee will indemnify and save the Government harmless from any liability or responsibility of any nature whatsoever arising directly from the privileges herein granted.

11. That all right, title, interest, and estate hereby granted shall cease and terminate effective as of the date of written notice from the Government to the Grantee, its successors or assigns, that there has been (a) a failure to comply with the terms and conditions of the grant, or (b) a nonuse of the easement for a consecutive two-year period for the purpose for which granted, or (c) an abandonment of the easement.

Initials: FN & [Signature]
Government Grantee

12. That upon termination of the grant, the Grantee will be allowed to abandon all tieback anchors installed underground within the easement area described herein described, and there shall be no claim or right whatsoever by the Government against the Grantee to have such underground improvements removed.

13. That no advertisements, commercial, political or otherwise, will be placed or allowed on the property.

14. The Grantee does, by the acceptance of this instrument, covenant and agree for itself, its assigns, and its successors in interest in property herein conveyed, or any part thereof:

(a) That it is now complying with and will continue to comply with Title VI of the Civil Rights Act of 1964 and all the requirements imposed by or pursuant to the regulations of the Department of Veterans Affairs issued pursuant to that Title, and that the easement and its appurtenant areas and facilities, whether or not on the property herein involved, will be operated in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Veterans Affairs and in effect on the date of this instrument, all to the end that no person in the United States shall on the ground of race, color, religion or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activities provided thereon; and,

(b) That the United States shall have the right to judicial enforcement of these covenants not only to the Grantee, its successors and assigns, but also to lessees and sub-lessees doing business or extending services under contractual or other arrangements on the interest in the property herein conveyed.

Initials: FN & [Signature]
Government Grantee

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Alameda

On February 3, 2010 before me, Van Nguyen, Notary Public
(Here insert name and title of the officer)

personally appeared R.A. Macpherson

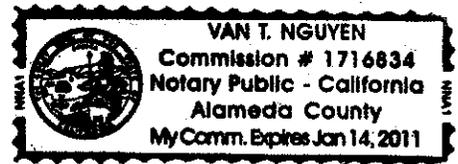
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.



Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

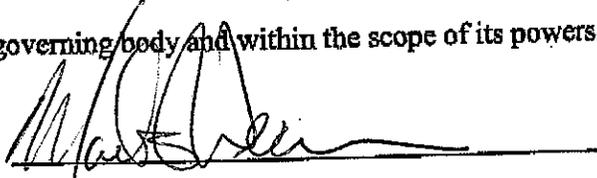
INSTRUCTIONS FOR COMPLETING THIS FORM

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CERTIFICATE

I, MARK WEAVER, certify that I am the DISTRICT OFFICE CHIEF
of THE STATE of CALIFORNIA, DEPARTMENT of TRANSPORTATION named as Grantee herein; that
R.A. MACPHERSON, who signed this easement on behalf of the Grantee,
was then DEPUTY DISTRICT DIRECTOR of RIGHT of WAY
and that said easement was duly signed for and in behalf of THE STATE of CALIFORNIA,
DEPT. of TRANSPORTATION by authority of its governing body and within the scope of its powers.

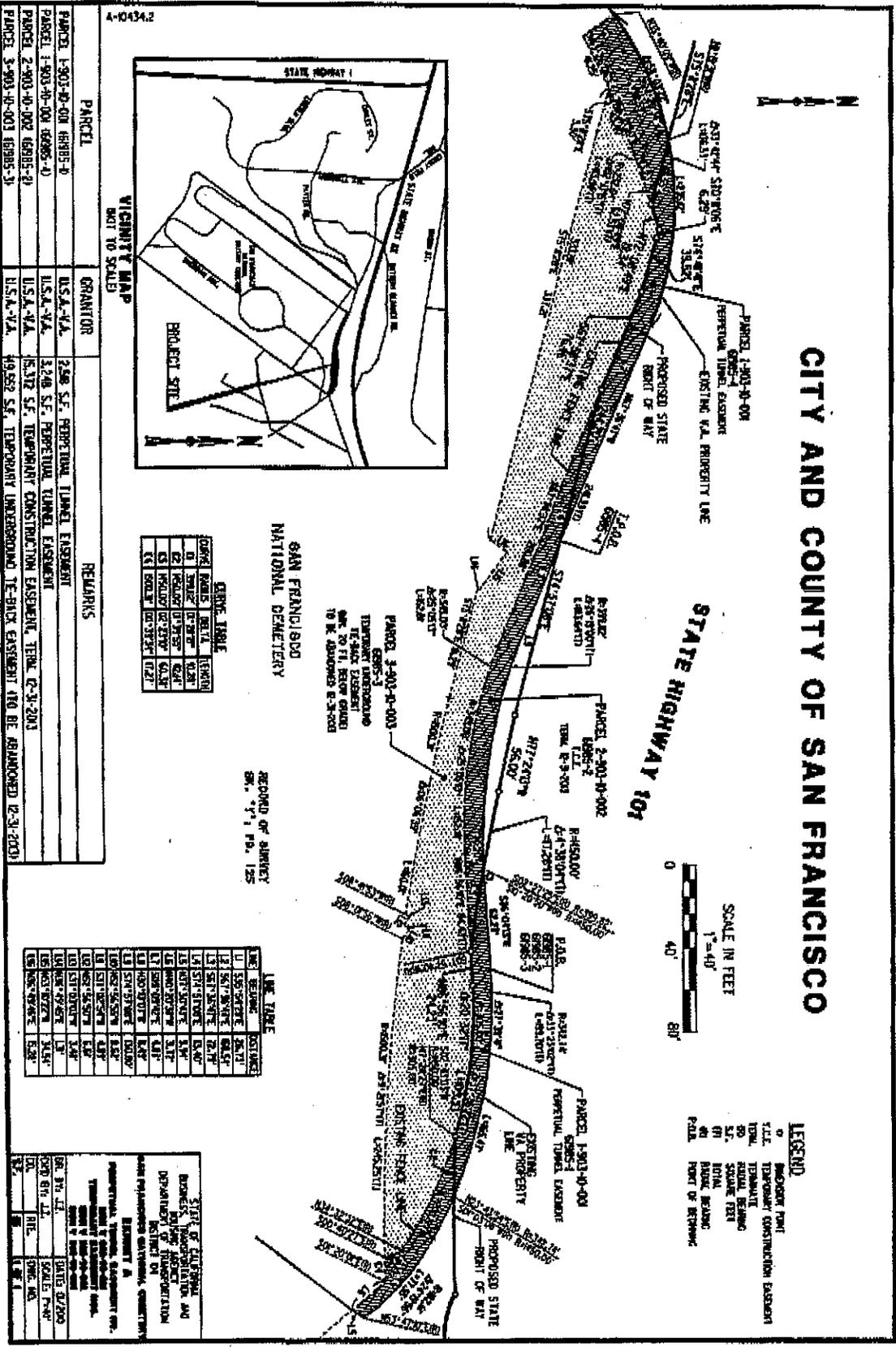


Printed Name: MARK WEAVER

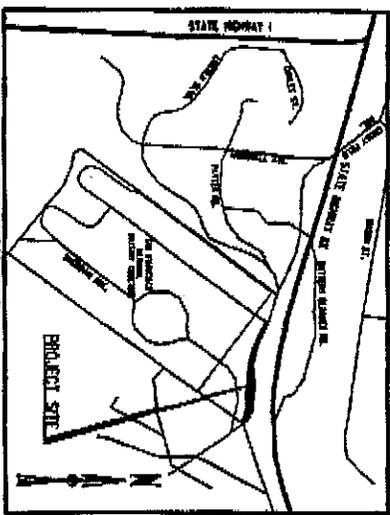
Initials: FW & [Signature]
Government Grantee

CITY AND COUNTY OF SAN FRANCISCO

STATE HIGHWAY 101



A-0434.2



VICINITY MAP
SCALE 10 SCALES

PARCEL	GRANTOR	REMARKS
PARCEL 1-903-0-001 (88985-0)	U.S.A.-VA.	2.568 S.F. PERPETUAL TUNNEL EASEMENT
PARCEL 1-903-0-002 (88985-1)	U.S.A.-VA.	3.248 S.F. PERPETUAL TUNNEL EASEMENT
PARCEL 2-903-0-002 (88985-2)	U.S.A.-VA.	15.512 S.F. TEMPORARY CONSTRUCTION EASEMENT, TERM. (2-3-2003)
PARCEL 3-903-0-003 (88985-3)	U.S.A.-VA.	49,952 S.F. TEMPORARY IMPROVEMENT TE-BUX EASTERN AND BE ABANDONED (2-3-2003)

DATE	BY	REVISION
01/20/09	WJL	ISSUE FOR PERMITTING
01/20/09	WJL	ISSUE FOR PERMITTING
01/20/09	WJL	ISSUE FOR PERMITTING
01/20/09	WJL	ISSUE FOR PERMITTING
01/20/09	WJL	ISSUE FOR PERMITTING

GAIN FRANCISCO
NATIONAL CEMETERY

BOUNDARY OF ALMEREY
SR. 11-1 PA. 125

LINE	BEARING	DISTANCE
11	S 85° 52' 00" E	26.71
12	S 87° 30' 00" E	68.57
13	S 71° 30' 00" E	22.71
14	S 71° 30' 00" E	15.40
15	N 0° 00' 00" E	1.00
16	N 0° 00' 00" E	1.00
17	N 0° 00' 00" E	1.00
18	N 0° 00' 00" E	1.00
19	N 0° 00' 00" E	1.00
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21	N 0° 00' 00" E	1.00
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87	N 0° 00' 00" E	1.00
88	N 0° 00' 00" E	1.00
89	N 0° 00' 00" E	1.00
90	N 0° 00' 00" E	1.00
91	N 0° 00' 00" E	1.00
92	N 0° 00' 00" E	1.00
93	N 0° 00' 00" E	1.00
94	N 0° 00' 00" E	1.00
95	N 0° 00' 00" E	1.00
96	N 0° 00' 00" E	1.00
97	N 0° 00' 00" E	1.00
98	N 0° 00' 00" E	1.00
99	N 0° 00' 00" E	1.00
100	N 0° 00' 00" E	1.00

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
DIVISION OF TRANSPORTATION
DISTRICT OF
NORTH OF

EXHIBIT A
APPROVED: [Signature]
DATE: 01/20/09
SCALE: 1" = 40'

By: [Signature]
Date: 01/20/09
Title: [Title]

LEGEND

- PROPOSED STATE ROUTE
- TEMPORARY CONSTRUCTION EASEMENT
- PERPETUAL TUNNEL EASEMENT
- EXISTING VAL. PROPERTY LINE
- PROPOSED STATE ROUTE
- BOUNDARY OF ALMEREY
- BOUNDARY OF STATE
- BOUNDARY OF COUNTY
- BOUNDARY OF CITY
- BOUNDARY OF DISTRICT
- BOUNDARY OF NEIGHBORHOOD
- BOUNDARY OF BLOCK

EXHIBIT B
MSN V 903-10-003
TEMPORARY CONSTRUCTION (TIE BACK) EASEMENT

PARCEL 3-903-10-003 (61985-3):

A TEMPORARY CONSTRUCTION (TIE BACK) EASEMENT for the construction of retaining wall tie backs to be abandoned in place on December 31, 2013, or when construction is completed, whichever occurs first, and is to be located 20 or more feet below the existing ground elevation under the following described parcel of land:

Beginning at a point on the northerly line of said National Cemetery, said point being the easterly terminus of the course shown as "N 86°04'13" E 62.27'" on said Record of Survey; thence along said northerly line of the following 4 courses: 1) S 86°04'13" W 62.27 feet; 2) along a tangent curve to the right with a radius of 399.82 feet, a central angle of 26°19'00" and an arc length of 183.64 feet; N 67°36'47" W 241.33 feet; 4) along a tangent curve to the left with a radius of 232.04 feet, a central angle of 58°03'22" and an arc length of 235.12 feet; leaving said northerly line, S 35°54'29" E 26.73 feet; thence S 75°11'28" E 337.21 feet; thence N 36°49'46" E 15.28 feet; thence S 53°10'22" E 34.54 feet; thence S 36°49'45" W 1.31 feet; thence S 75°11'28" E 81.29 feet; thence along a curve to the left with a radius of 1500.31 feet, a central angle of 6°06'39" and an arc length of 160.01 feet; thence N 37°03'03" E 3.48 feet; thence S 52°56'50" E 6.61 feet; thence N 37°02'54" E 4.89 feet; thence S 52°56'55" E 8.68 feet; thence from a radial bearing of S 8°01'56" W, along a curve to the left with a radius of 1500.31 feet, a central angle of 9°21'57" and an arc length of 245.25 feet; thence S 40°20'38" E 31.72 feet to the southeasterly boundary line of said National Cemetery; thence along the southeasterly and northerly boundary lines of said National Cemetery the following 3 courses: 1) N 37°30'43" E 9.94 feet; 2) from radial bearing of N 53°47'10" E, along a curve to the left with a radius of 182.61 feet, a central angle of 24°19'56" and an arc length of 77.55 feet to a point of compound curvature; and 3) along a tangent curve to the left with a radius of 342.74 feet, a central angle of 33°23'02" and an arc length of 199.70 feet to the point of beginning. Containing 49,552 square feet (1.138 acres of land), more or less.

DEED OF EASEMENT

MSN V 903-10-001

The Department of Veterans Affairs, acting for and on behalf of the United States of America, hereinafter referred to as the Government, under and by virtue of the authority contained in 40 United States Code 319 (76 Stat. 1129), having determined that it will not be adverse to the interests of the United States, does hereby grant and convey, for and in consideration of the improvements to be made by Grantee, as described in paragraphs three (3) through five (5) below, without covenant or warranty of any kind and subject to the conditions hereinafter stated, unto the State of California, Department of Transportation, hereinafter referred to as the Grantee, its successors and assigns, a perpetual easement and right of way to lands belonging to San Francisco National Cemetery, hereinafter referred to as "said facilities", to be on, over, under, upon, across or through a portion of such facilities, which the undersigned owns or in which the undersigned has an interest in San Francisco County, State of California, to wit:

All as depicted and described on Exhibit A (survey) and Exhibit B (legal description), attached hereto and made a part hereof.

The easement and right of way hereby granted is for the following purpose, namely: To construct, operate, and maintain an underground tunnel and associated underground physical improvements for the California State Highway 101 Southbound Battery Tunnel portion of the Doyle Drive replacement project, within two sections of land, which when combined, contain approximately .13 acres, as depicted on Exhibit A and identified as Parcel 1: Perpetual Tunnel Easement (P.T.E.) 61985-1 and 61985-4.

The easement is granted subject to the following conditions and provisions:

1. That the Government reserves the rights for all purposes across, over, or under the easement area herein described; such rights, however, to be exercised in a manner which will not create undue interference with the use and enjoyment by the Grantee of said easement.
2. That the underground tunnel and associated underground physical improvements within the easement area shall be constructed, operated, maintained, reconstructed, repaired, and replaced by Grantee, without cost to the Government.
3. That the Grantee shall replace, repair, restore, or relocate any property of the Government within the boundaries of San Francisco National Cemetery affected or damaged directly or indirectly by Grantee, its employees, contractors, servants, or its agents during construction, reconstruction, installation, operation, maintenance, and

Page 1

Initials:

FN & [Signature]
Government Grantee

replacement of the above-mentioned Doyle Drive replacement project, all to the satisfaction of the Director, San Francisco National Cemetery, to as good or better condition as existed prior to construction, at no cost to the Government. Such property shall include fencing, walls, gravesites, monuments, and paved surfaces located within the boundaries of San Francisco National Cemetery property damaged or degraded in any way by Grantee, its employees, or its agents. The Grantee shall also, without cost to the Government, replace and restore any turf, shrubbery, trees, or plants within the easement area that have been degraded, damaged, or removed by Grantee, its employees, contractors, servants, or its agents, to as good or better condition as existed prior to construction, to the satisfaction of the Director, San Francisco National Cemetery. In consideration of said facilities, it is hereby expressly understood that the above-specified improvements made by Grantee are consideration for this easement.

4. That to ensure the protection of the existing historic iron fence (HOIF) along the northern boundary of the San Francisco National Cemetery property, Grantee shall conduct a survey of its exact location and condition prior to any construction activity. The Grantee, through its contractor or contractors, shall be required to remove the portion of the HOIF located within the easement area, store it in a mutually-agreeable safe and secure off-site location for the duration of the construction, and restore it, all at no expense to the Government. Upon completion of construction the stored and restored fence lengths shall be returned to their original locations, all at no expense to the Government. Grantee will ensure that a contractor with demonstrable experience in the restoration of historic ornamental ironwork will be retained to ensure that each fence length will be replaced in proper order, and restored following the Secretary of the Interior's standards for the restoration of historic properties. Also, for approximately six feet of stone wall at the northwestern corner of San Francisco National Cemetery, where it extends in to the footprint of the excavation, Grantee will ensure that a mason with demonstrable experience in the deconstruction and restoration of historic stone walls will dismantle, record, and, after completion of construction, reinstall that portion of the wall, following the Secretary of the Interior's standards for the restoration of historic properties. Those portions of the stone wall that are removed will be stored on San Francisco National Cemetery property outside the easement area, subject to the guidance, supervision and approval of the Director, San Francisco National Cemetery. The Grantee is a self-insured entity and will require its contractor or contractors to carry insurance in the amount of \$2,000,000 at all times.

5. That before construction completion of the Doyle Drive replacement project by the Grantee, its employees, contractors, servants, or its agents, the Grantee shall be required, at no cost to the Government, to restore the existing iron fencing, existing iron entrance gates, and the two stone pillars located at the Doyle Drive entrance near the northeastern corner of San Francisco National Cemetery. The fencing and gate area to be restored mentioned above extends from the eastern end of the existing historic ornamental iron fence (HOIF)

Page 2

Initials: FN & [Signature]
 Government Grantee

located along the northern boundary of San Francisco National Cemetery through the semicircular entrance area to the stone wall at the southern end of the entrance area. The Grantee will have the option of performing the restoration work on site or at an off-site location; however, if removed, at the completion of the restoration the iron fencing and entrance gates must be returned to their original locations. The Grantee will ensure that a contractor with demonstrable experience in restoration of historic ironwork and also a contractor with demonstrable experience in the restoration of historic stone walls will be retained to ensure that the above improvements will be restored following the Secretary of the Interior's standards for the restoration of historic properties.

6. That upon removal of the existing historic ornamental iron fence (HOIF) mentioned above, and before construction begins, a chain link fence shall be installed in all places where the HOIF and stone wall have been removed. The fence shall be vinyl-coated, black in color, extend six (6) feet above grade, and have a tension wire along the bottom of the fence surface. The fence posts shall be metal, placed ten (10) feet apart, and anchored in concrete footings twelve (12) inches in diameter and twenty-four (24) inches deep.

7. That within thirty (30) days after construction completion of all the physical improvements by the Grantee, its employees, contractors, servants, or its agents related to the Doyle Drive replacement project, the Grantee shall regrade the ground surface to its original elevation and improve such ground surface of the easement area with sod (Dwarf Tall Fescue/Bluegrass blend) and water it over the period of time necessary for the sod to become established, all in accordance with industry standards.

8. That no mining operations shall be conducted on the premises described above. No minerals shall be removed therefrom except such as are reasonably necessary incident to the utilization of the described premises for the purpose of which the easement is granted.

9. That the Grantee will indemnify and save the Government harmless from any liability or responsibility of any nature whatsoever arising directly from the privileges herein granted.

10. That all right, title, interest, and estate hereby granted shall cease and terminate effective as of the date of written notice from the Government to the Grantee, its successors or assigns, that there has been (a) a failure to comply with the terms and conditions of the grant, or (b) a nonuse of the easement for a consecutive two-year period for the purpose for which granted, or (c) an abandonment of the easement.

11. That upon termination or forfeiture of the grant, the Grantee shall within a reasonable time thereafter, if so required by the Government, remove from the land hereinafter described all structures, installations, and appurtenances thereto belonging to Grantee and restore the premises to the satisfaction of the Government.

Page 3

Initials: FM & [Signature]
Government Grantee

12. That no advertisements, commercial, political or otherwise, will be placed or allowed on the property.

13. The Grantee does, by the acceptance of this instrument, covenant and agree for itself, its assigns, and its successors in interest in property herein conveyed, or any part thereof:

(a) That it is now complying and will continue to comply with Title VI of the Civil Rights Act of 1964 and all the requirements imposed by or pursuant to the regulations of the Department of Veterans Affairs issued pursuant to that Title, and that the easement and its appurtenant areas and facilities, whether or not on the property herein involved, will be operated in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Veterans Affairs and in effect on the date of this instrument, all to the end that no person in the United States shall on the ground of race, color, religion or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activities provided thereon; and,

(b) That the United States shall have the right to judicial enforcement of these covenants not only to the Grantee, its successors and assigns, but also to lessees and sub-lessees doing business or extending services under contractual or other arrangements on the interest in the property herein conveyed.

IN WITNESS WHEREOF the Department of Veterans Affairs has caused this Deed of Easement to be executed in the name and on its behalf this 12 day of FEB 2010 2010.

UNITED STATES OF AMERICA
Acting by and through the Secretary,
Department of Veterans Affairs

BY: *FJN*
Frederick J. Neun
Director, Office of Construction Management
National Cemetery Administration

Page 4

Initials: *FJN* & *[Signature]*
Government Grantee

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Alameda

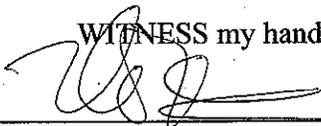
On February 3, 2010 before me, Van Nguyen Notary Public
(Here insert name and title of the officer)

personally appeared R.A. Macpherson

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

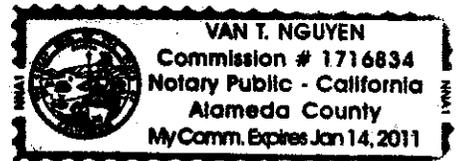
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

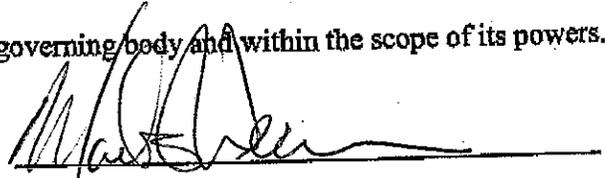
Trustee(s)

Other _____

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CERTIFICATE

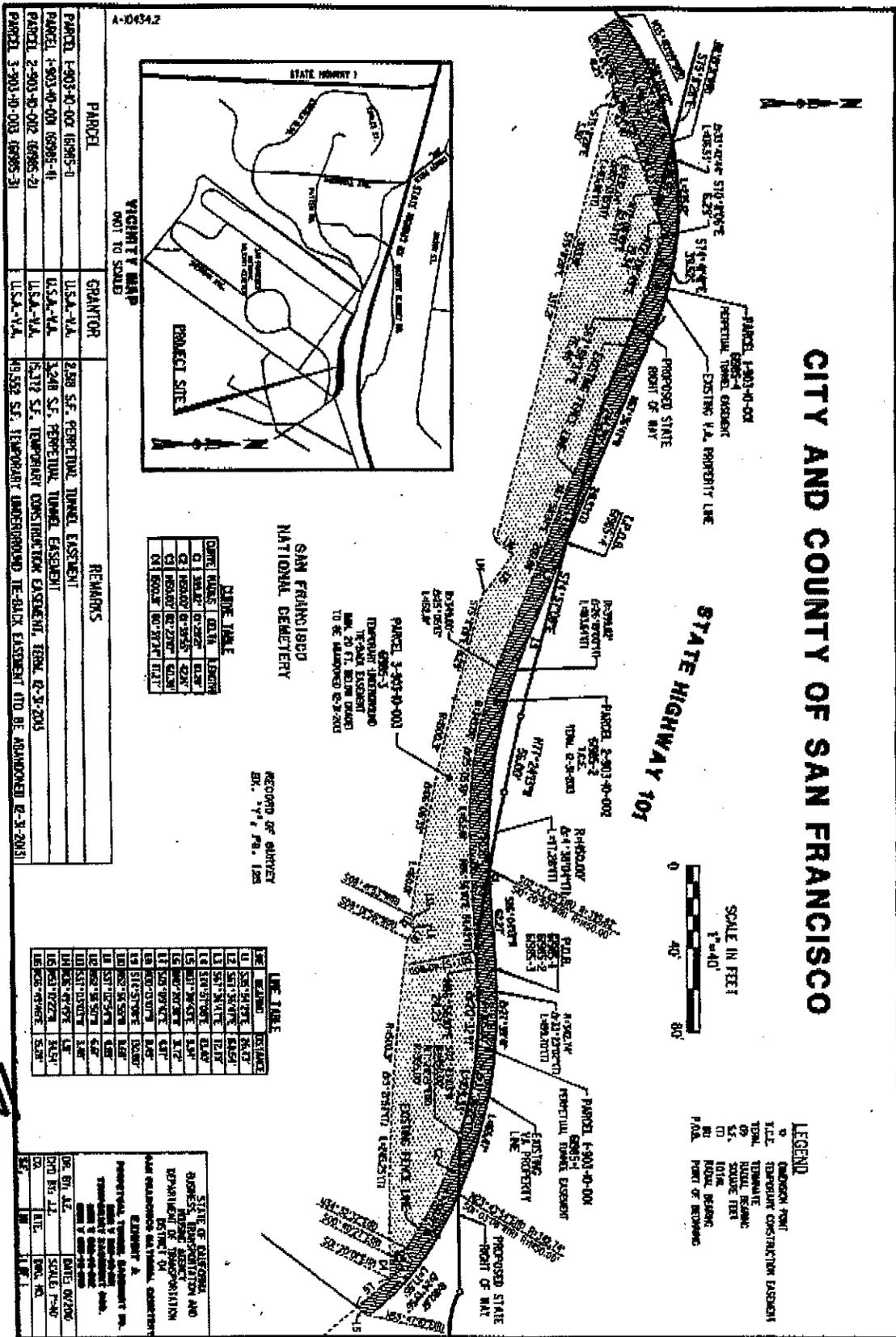
I, MARK WEAVER, certify that I am the DISTRICT OFFICE CHIEF
of THE STATE of CALIFORNIA, DEPARTMENT of TRANSPORTATION named as Grantee herein; that
R.A. MACPHERSON, who signed this easement on behalf of the Grantee,
was then DEPUTY DISTRICT DIRECTOR of RIGHT OF WAY
and that said easement was duly signed for and in behalf of THE STATE of CALIFORNIA,
DEPT. of TRANSPORTATION by authority of its governing body and within the scope of its powers.



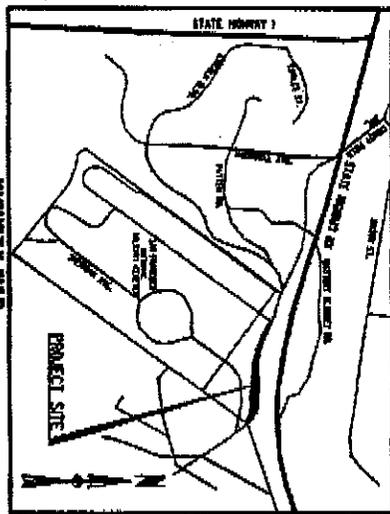
Printed Name: MARK WEAVER

Initials: FW & [Signature]
Government Grantee

CITY AND COUNTY OF SAN FRANCISCO



A-06342



VICINITY MAP
NOT TO SCALE

PARCEL	GRANTOR	REMARKS
PARCEL 1-903-00-002 (89985-3)	U.S.A.-V.A.	2,500 S.F. PERPETUAL TUNNEL EASEMENT
PARCEL 1-903-00-001 (89986-4)	U.S.A.-V.A.	3,240 S.F. PERPETUAL TUNNEL EASEMENT
PARCEL 2-903-00-002 (89985-2)	U.S.A.-V.A.	4,375 S.F. TEMPORARY CONSTRUCTION EASEMENT, TERM 12-3-2005
PARCEL 3-903-00-003 (89985-3)	U.S.A.-V.A.	49,550 S.F. TEMPORARY UNDERGROUND TOLL-BALIC EASEMENT TO BE ABANDONED 12-3-2005

DATE TIME

DATE	TIME	DATE	TIME
01	08:00	01	08:00
02	08:00	02	08:00
03	08:00	03	08:00
04	08:00	04	08:00

SAN FRANCISCO
NATIONAL CEMETERY

RECORD OF SURVEY
BY: J. J. PA. 1983

LINE TABLE

LINE	BEARING	DISTANCE
1	S 89° 54' 00" E	36.12
2	S 89° 54' 00" E	36.12
3	S 89° 54' 00" E	36.12
4	S 89° 54' 00" E	36.12
5	S 89° 54' 00" E	36.12
6	S 89° 54' 00" E	36.12
7	S 89° 54' 00" E	36.12
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9	S 89° 54' 00" E	36.12
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26	S 89° 54' 00" E	36.12
27	S 89° 54' 00" E	36.12
28	S 89° 54' 00" E	36.12
29	S 89° 54' 00" E	36.12
30	S 89° 54' 00" E	36.12

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS AND
DEPARTMENT OF TRANSPORTATION
DISTRICT OF
SAN FRANCISCO
ENGINEER A
PROFESSIONAL ENGINEER IN
CIVIL ENGINEERING
NO. 12345
DATE: 12-3-2005
SCALE: 1"=40'
DRAWN BY: J.J.
SCALE: 1"=40'
NO. 12345

Government Grants

EXHIBIT B
MSN V 903-10-001
PERPETUAL TUNNEL EASEMENT

In the City and County of San Francisco, California, portions of the San Francisco National Cemetery as shown on sheet 21 of the Record of Survey map dated April 1994, recorded September 28, 1994, in Map Book "Y", pages 125 through 171, city and County of San Francisco Official Records, said portions are described as follows:

PARCEL 1-903-10-001 (61985-1, 61985-4):

A PERPTUAL TUNNEL EASEMENT to construct, operate and maintain a tunnel associated with the underground physical improvements across that parcel of land described as follows:

61985-1: Beginning at a point on the northerly line of said National Cemetery, said point being the easterly terminus of the course shown as "N 86°04'13" E 62.27'" on said Record of Survey; thence along said northerly line, S 86°04'13" W 62.27 feet and along a tangent curve to the right with a radius of 399.82 feet, a central angle of 01°28'21" and an arc length of 10.28 feet; thence leaving said northerly line, from a radial bearing of S 10°20'50" W, along a curve to the left with a radius of 1,450.00 feet, a central angle of 02°23'10" and an arc length of 60.38 feet; thence N 86°56'10" E 24.23 feet; thence along a tangent curve to the right with a radius of 305.00 feet, a central angle of 20°32'17" and an arc length of 109.33 feet; thence from a radial bearing of S 02°43'03" W, along a curve to the left with a radius of 1450 feet, a central angle of 01°39'55" and an arc length of 42.14 feet to said northerly line; thence along said northerly line, from a radial bearing of N 23°43'54" E, along a curve to the left with a radius of 342.74 feet, a central angle of 27°39'41" and an arc length of 165.47 feet to the point of beginning. Containing 2,518 square feet, more or less.

61985-4: Beginning at a point on the northerly line of said National Cemetery, said point being the easterly terminus of the course shown as "S 67°36'47" E 241.33'" on said Record of Survey; thence along said northerly line, N 67°36'47" W 72.79 feet to the TRUE POINT OF BEGINNING; thence continuing along said northerly line, N 67°36'47" W 168.54 feet and along a tangent curve to the left with a radius of 232.04 feet, a central angle of 33°42'44" and an arc length of 136.53 feet; thence leaving said northerly line, S 75°11'28" E 48.55 feet; thence N 72°08'49" E 19.34 feet; thence S 70°11'06" E 6.29 feet, thence S 74°41'41" E 39.52 feet; thence S 67°58'37" E 76.46 feet; thence S 74°57'08" E 113.40 feet to the TRUE POINT OF BEGINNING. Containing 3,248 square feet, more or less.

The total acreage for 61985-1 and 61985-4 is 5,766 square feet (0.132 acre of land), more or less.