

QUITCLAIM DEED

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:
Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property
MAIL TAX STATEMENTS TO:

Attn: _____

Address: _____

(Space above this line reserved for Recorder's use only)

Block _____, Lot _____

Documentary Transfer Tax of \$ _____ based upon full market value of the property without deduction for any lien or encumbrance

QUITCLAIM DEED AND RESERVATION OF EASEMENT [(Assessor's Parcel No. _____)]

A. The City and County of San Francisco, a municipal corporation (“**City**”) is the owner of certain real property in San Francisco, California, described on the attached Exhibit A and shown on the attached Exhibit A-1 (the “**City Property**”).

B. Concurrently herewith, City and Kensington Way LLC, a California limited liability company (“**Kensington**”) are undertaking an exchange of real property whereby City will quitclaim the City Property to Kensington in exchange for Kensington's conveyance of certain real property to City. As part of the property exchange and quitclaim to Kensington, City will retain an easement on a portion of the City Property described on the attached Exhibit B (the “**Easement Area**”).

D. City maintains a retaining wall on property that City will continue to own and that is adjacent to the City Property, which retaining wall stabilizes the hillside that the City Property is located on, as depicted on Exhibit B (the “**Retaining Wall**”). The infrastructure associated with the Retaining Wall includes certain subsurface tie back improvements (the “**Retaining Wall Support**”) that are located on the City Property. The purpose of the easement reserved by City in this instrument is to access and maintain the Retaining Wall, including the Retaining Wall Support.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, and incorporating the foregoing recitals, City, pursuant to Ordinance No. _____, adopted by the Board of Supervisors on _____, 20__ and approved by the Mayor on _____, 20__, hereby RELEASES, REMISES

AND QUITCLAIMS to Kensington any and all right, title and interest City may have in and to the real property located in the City and County of San Francisco, State of California, described on Exhibit A attached hereto and made a part hereof, RESERVING THEREFROM a perpetual easement in gross in, across, under, and through the Easement Area described on Exhibit B attached hereto and made a part hereof (the “**Easement**”), for purposes of providing support and related appurtenances in connection with the Retaining Wall. The Easement includes (a) the right to construct, install, maintain, repair, restore, remove, replace, alter, expand, and reconstruct, from time to time, at City’s option, within the Easement Area, the Retaining Wall Support with all associated and connecting appurtenances (collectively, “**City’s Facilities**”); (b) the right to excavate to access City’s Facilities from the surface of the ground, with not less than thirty feet (30') of vertical clearance above the surface to permit the installation and removal of City’s Facilities from the surface; (c) the right of ingress to and egress from, for City and its representatives, agents, employees, officers, suppliers, consultants, engineers, surveyors, contractors, and subcontractors (collectively, “**Agents**”), as reasonably necessary to access City’s Facilities and the Easement Area over the lands of Grantor; (d) the right of ingress to and egress from the Retaining Wall over the lands of Grantor, for City and its Agents, as reasonably necessary to construct, install, maintain, repair, restore, remove, replace, alter, expand, and reconstruct, from time to time, at City’s option, the Retaining Wall; (e) the right to place equipment on the Easement Area when needed in connection with work on the Retaining Wall or Retaining Wall Support; and (f) the right to place temporary retaining wall facilities above ground when needed in connection with any emergency or repair work, provided that any such temporary above-ground facilities or equipment shall be maintained only so long as needed to address the emergency or perform the repair work.

The conditions and covenants contained in this instrument shall be enforceable as equitable servitudes, shall run with the land, burden the City Property, and be binding on and benefit City and Kensington and their respective agents, successors and assigns, unless terminated by recordation of a quitclaim deed by City.

Executed as of this _____ day of _____, 20__.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

Director of Property

APPROVED AS TO FORM:
David Chiu, City Attorney

By: _____
Elizabeth A. Dietrich
Deputy City Attorney

APPROVED LEGAL DESCRIPTION

By: _____

Acting City and County Surveyor

Executed as of this _____ day of _____, 20__.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
ANDRICO Q. PENICK
Director of Property

APPROVED AS TO FORM:
DAVID CHIU
City Attorney

By: _____
Elizabeth Dietrich
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: _____
[NAME]
City Engineer

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)
) ss
County of San Francisco)

On _____, before me, _____, a notary public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.
Witness my hand and official seal.

Signature _____ (Seal)