

RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

Attn: Director of Property  
Real Estate Division  
City and County of San Francisco  
25 Van Ness Avenue, Suite 400  
San Francisco, CA 94102

Exempt from Recording Fees (Govt. Code §  
27383) and from Documentary Transfer Tax  
(Rev. & Tax. Code § 11922 and SF Bus. and  
Tax Reg. Code § 1105)

Assessor's Block: 4624-056

[Space Above for Recorder's Use]

## EASEMENT AGREEMENT

### (Emergency Access Easement)

#### (Ironwood Park – Lot A / Hunters View HOPE SF Phase 2)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, HV COMMUNITY ASSOCIATION, INC., a California nonprofit mutual benefit corporation (“**Grantor**”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation and its successors and assigns (“**City**”), a perpetual easement for emergency access, in, across, and through Grantor’s certain real property, which is located in San Francisco, California and described in attached Exhibit A and depicted in attached Exhibit B (the “**Easement Area**”), which shall be referred to hereafter as the “**Easement.**” Grantor and City are sometimes referred to herein as a “**Party**” and collectively as the “**Parties,**” and this Easement Agreement is sometimes referred to herein as this “**Agreement.**”

1. Nature of Easement. The Easement is a perpetual, non-exclusive easement in gross for the right to use, and guarantee availability for use, of the Easement Area for emergency access by the City or by other public or private entities or personnel performing emergency actions on behalf of City (“**Permitted Use**”).

2. Grantor’s Reserved Rights. Grantor, on behalf of itself, its agents, contractors, subcontractors, suppliers, consultants, employees, invitees or other authorized persons acting for or on behalf of Grantor, including but not limited to any lessee and its tenants (collectively, “**Grantor’s Agents**”), reserves the right to use the Easement Area, in any way not inconsistent with the above grant of Easement, subject to the conditions below, which conditions benefit and ensure access for all City or other public or private entities or personnel performing emergency services on behalf of the City. In the event of any conflict between the terms of this Section 2 and other provisions of this Easement, the terms of this Section 2 shall govern.

a. Interference. Grantor shall not use the Easement Area or permit the same to be used for any purpose or in any manner that will interfere with emergency access. City acknowledges that certain improvements constructed pursuant to plans or permits previously reviewed and approved by City are currently located in the Easement Area.

b. Maintenance and Repair. Grantor shall maintain the Easement Area at all times in a level, good and safe condition consistent with emergency access for emergency personnel. Grantor shall perform such repair and maintenance at its sole expense and to the City's reasonable satisfaction. City shall have no obligation under this Easement Agreement to maintain or repair the Easement Area or to maintain, repair, replace or remove any improvements or materials in the Easement Area.

c. City's Right to Remove Interfering Improvements. City may remove any improvements that may damage or interfere with or impede emergency access without any notice, liability, or obligation to replace the same except as provided in Section 3 below. The foregoing sentence shall not apply to any improvements constructed pursuant to plans or permits previously reviewed and approved by City.

d. Default; Enforcement. Grantor's failure to perform any of its covenants or obligations under this Section and to cure such non-performance within thirty (30) days of written notice by City of such failure shall constitute a default under this Easement Agreement; provided that if more than thirty (30) days are reasonably required to cure such failure, no event of default shall occur if Grantor commences such cure within such thirty (30) day period and diligently prosecutes such cure to completion. Upon such default, City shall be entitled to enforce its rights under this Section and the Easement Agreement in any forum of appropriate jurisdiction.

### 3. City's Use of the Easement.

a. City's easement rights under this Agreement may be exercised by City or by other public or private entities or personnel performing emergency services on behalf of City's representatives, agents, employees, officers, suppliers, consultants, contractors, and subcontractors ("**City's Agents**").

b. City shall not be liable in any manner, and Grantor hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of City's entry onto or use of the Easement Area for the Permitted Use, except to the extent resulting directly from the active negligence or willful misconduct of City or City's Agents, or City's breach of its covenants in this Easement Agreement. City shall use reasonable efforts to minimize damage to park landscaping and improvements during any exercise of the Permitted Use.

4. Indemnification. Each Party (the "**Indemnitor**") will indemnify, defend (with counsel reasonably approved by the indemnified Party), and hold harmless the other (the "**Indemnitee**") from and against any cost, expense, liability, damage or injury to property or persons to the extent caused by the Indemnitor's negligence or willful misconduct (or that of their agents) in the exercise of the rights granted to, or reserved by, City under this Agreement or the rights of Grantor, as applicable. Notwithstanding anything in this Agreement to the contrary, this Section shall survive the expiration and termination of this Easement.

5. Insurance. Grantor acknowledges that City maintains a program of self-insurance and agrees that City shall not be required to carry any insurance with respect to this Easement.

6. Condition of Easement Area. Except as provided in Section 2 above, City accepts its rights in the Easement Area in its current “as is” condition without any warranty (express or implied) by Grantor. Grantor and City shall conduct all of their respective activities within the Easement Area in a manner such that the Easement Area remains in a good, safe condition.

7. Notices, Demands and Communications. Whenever any notice or any other communication is required or permitted to be given under any provision of this Easement Agreement (as, for example, where a Party is permitted or required to “notify” the other Party), such notice or other communication shall be in writing, signed by or on behalf of the Party giving the notice or other communication, and shall be deemed to have been given on the earliest to occur of (i) the date of the actual delivery, or (ii) if mailed, on the delivery date shown on the return receipt, in each case to the respective address(es) of the Party to whom such notice is to be given as set forth below, or at such other address of which such Party shall have given notice to the other Party as provided in this Section. Legal counsel for any Party may give notice on behalf of such Party.

If to Grantor, to: HV Community Association, Inc.  
1388 Sutter Street, 11<sup>th</sup> Floor San Francisco,  
California 94109  
Attention: Chief Executive Officer

If to City, to: San Francisco Real Estate Division  
Director of Property  
25 Van Ness Avenue, Suite 400  
San Francisco, CA 94102

With copies to: Attn: Real Estate/Finance Team  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton R. Goodlett Place  
San Francisco, CA 94102

8. Abandonment or Termination of Easement. City may, at its sole option, abandon or terminate the Easement by recording a quitclaim deed, without the need to comply with the laws applicable to vacation of public service easements. Except as otherwise provided in this Easement Agreement, upon recording such quitclaim deed, the Easement and all rights, duties and liabilities hereunder shall be abandoned or terminated and of no further force or effect. No temporary non-use of the Easement Area or other conduct, except for recordation of the quitclaim deed as provided in this Section shall be deemed abandonment or termination of the Easement.

9. Exhibits. The exhibits referenced in and attached to this Easement Agreement are incorporated into and made a part of this Easement Agreement.

10. Binding Effect. The conditions and covenants contained in this Easement Agreement shall run with the land, burden the Easement Area and be binding on and benefit Grantor and City and their respective agents, successors and assigns unless earlier terminated by written agreement of the Parties or their respective successors and assigns.

11. Miscellaneous.

a. Additional Actions and Documents. The Parties will take additional actions and execute additional documents as may be necessary or proper to carry out the transactions contemplated by this Agreement.

b. Amendments; Adjustment of Easement Area. Except as otherwise provided in this Agreement, this Agreement may be amended at any time only by the recordation of a written instrument in the Official Records of the City and County of San Francisco signed by the Parties or their respective successor or assignees. Notwithstanding the foregoing, the Grantor and City may mutually agree to adjust or relocate the boundaries of the Easement Area (“**Adjusted Easement Area**”) without amending this Agreement. To effectuate any Adjusted Easement Area, the Grantor will prepare a memorandum memorializing the Adjusted Easement Area which will be executed by the Parties and include a revised legal description of the Adjusted Easement Area (“**Memorandum of Adjusted Easement Area**”). The Adjusted Easement Area described and depicted in the recorded Memorandum of Adjusted Easement Area shall supersede and replace Exhibits A and B upon recordation. Upon recordation, the Adjusted Easement Area shall be deemed the “Easement Area” for all purposes under this Agreement, all rights and obligations hereunder shall apply to the Adjusted Easement Area with the same force and effect as if originally set forth herein, and the original Easement Area, to the extent not included within the Adjusted Easement Area, shall be released from the encumbrance of this Agreement without the need for any further instrument.

c. Relationship of Parties. Nothing in this Agreement will be deemed or construed to create or establish any relationship of partnership, joint venture, agency, or any similar relationship between the Parties.

d. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

e. Entire Agreement. The terms of this Agreement are intended by the Parties as the final expression of their agreement with respect to such terms as are included in this Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.

f. Captions and Gender. The captions contained in this Agreement are for convenience only, are not a part of this Agreement, and are not intended in any way to limit or enlarge the terms and provisions of this Agreement. Whenever the context so requires, the use of any gender includes all genders, and the singular includes the plural.

g. Enforceability. If any provision of this Agreement is or becomes invalid, illegal, or unenforceable, it will not affect or impair the validity, legality, or enforceability of any other provision of this Agreement, and each provision of this Agreement,

unless specifically conditioned upon the invalid or unenforceable provision, will be valid and enforceable to the fullest extent permitted by law.

h. No Third-Party Beneficiaries. Neither the declaration and grant of any easement, nor the use and enjoyment pursuant to the provisions of this Agreement, will be deemed in any way to create or confer in or on any other person, any member of the public, or any public authority any right to use or enjoy the same, or any estate therein, other than the Parties and their respective agents.

i. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, and all of which will constitute one and the same agreement.

j. Further Assurances. The Parties will each execute, acknowledge and deliver in recordable form (if applicable) and upon demand of the other, any other instruments or agreements reasonably required in order to carry out the provisions of this Agreement or to effectuate the intent and purposes hereof, provided that no such instrument or agreement increases the obligations or diminishes the rights (other than in a de minimis respect) of either Party under this Agreement.

k. Attorneys' Fees. If any action is brought by a Party against the other to enforce this Agreement, obligations under this Agreement or any indemnity rights contained in this Agreement, or to seek a clarification of the terms contained in this Agreement, or for the breach of any of the terms, covenants or conditions contained in this Agreement, including any action or proceeding in a bankruptcy case, the prevailing Party will be entitled to recover from the non-prevailing Party reasonable attorneys' fees and costs, which will include fees and costs of any appeal, all as fixed by the court.

*[Signature Page Follows]*

Executed as of this 2<sup>nd</sup> day of June, 2026.

**GRANTOR:**

HV COMMUNITY ASSOCIATION, INC., a  
California nonprofit mutual benefit common interest  
development corporation

By:

Name:

Title:



Jack D. Gardner

Chief Executive Officer



LEGAL DESCRIPTION  
EXHIBIT "A"

Lying within the City of San Francisco, County of San Francisco, State of California, and being an easement for Emergency Services Access over Lot A of Final Map No.7545 filed in Book FF of Survey Maps at Pages 16-20, San Francisco City and County Records, and being more particularly described as follows:

All of Lot A as shown on Final Map No.7545 filed in Book FF of Survey Maps at Pages 16-20, San Francisco City and County Records.

Being APN 4624-56

Containing 7,376 square feet ±.

This description prepared by Carlile • Macy.

See Exhibit "B" for graphic depiction

---

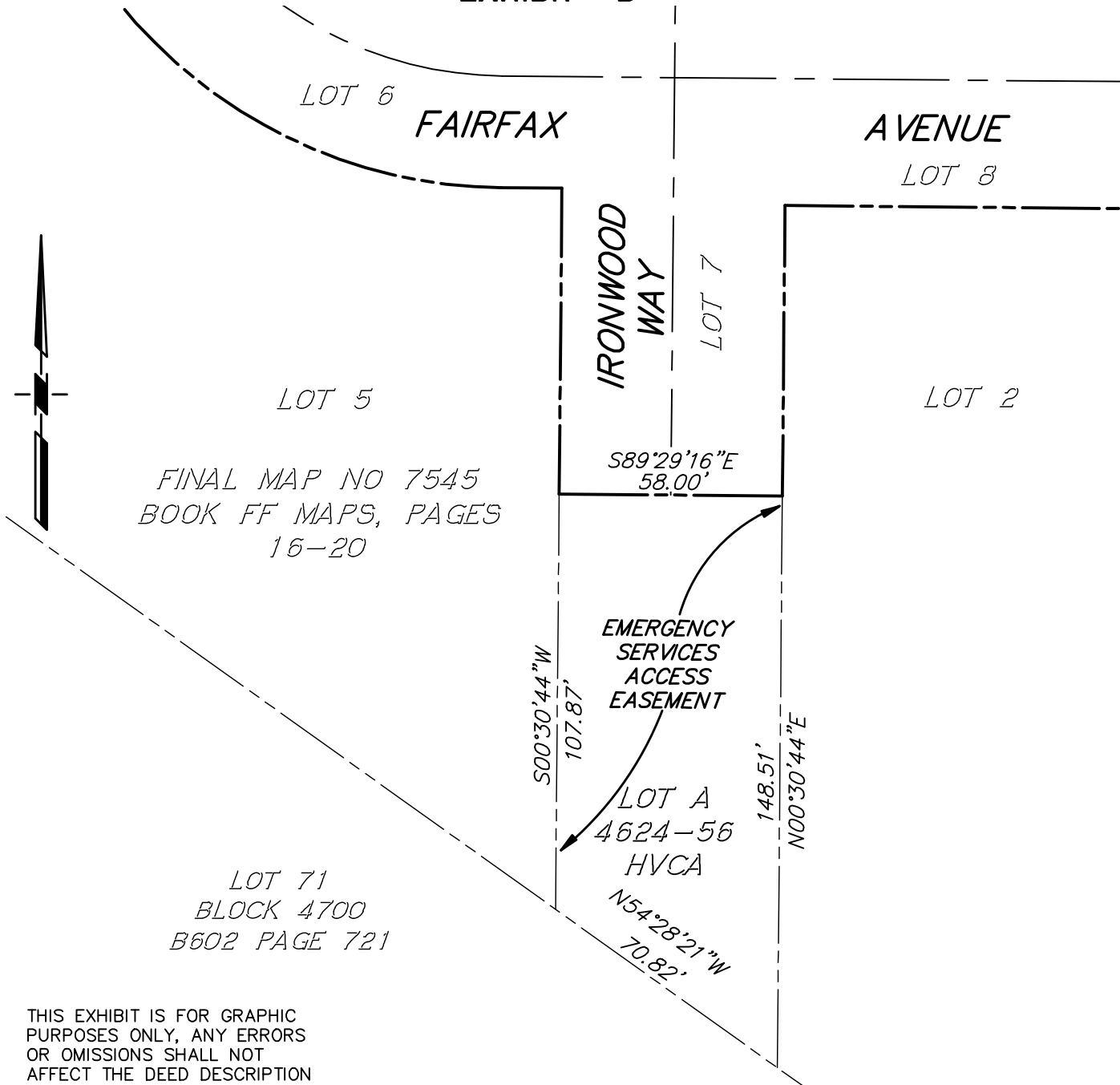
James Lee Smith  
PLS 8185

---

Date

END OF DESCRIPTION

**EXHIBIT 'B'**



THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY, ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE DEED DESCRIPTION

**BASIS OF BEARINGS: FINAL MAP NO. 7545, RECORDED IN BOOK FF OF MAPS, PAGES 16-20**

[AutoCAD file name: 07030-PH2-ESMT-RSH\_T\_PSE\_LOT\_A.dwg] [Xref files: 07030-BNDY-PH2; 07030-PH2-FM-4]

<b>OWNER AND MAILING ADDRESS</b>		<b>PROPERTY AREAS</b>		<b>CITY OF SAN FRANCISCO</b>	
HV COMMUNITY ASSOCIATION, INC. c/o THE JOHN STEWART CO. 1388 SUTTER ST., 11TH FL. SAN FRANCISCO CA 94109		AREA	7,376 Sq. Ft.±	EMERGENCY SERVICES ACCESS EASEMENT HV COMMUNITY ASSOCIATION, INC. TO THE CITY AND COUNTY OF SAN FRANCISCO	
A.P. No.	4624-56			Scale: 1"=40'	Date: 6/04/26
O.R. No.		<b>CITY ACQUISITION DEED</b>		DWN. PCR	APPROVED
O.R. No.		O.R.		CHK. JLS	FILE NO. R-