

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

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN  
TO:**

Director of Public Works  
City Hall, Room 348  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

APN: 7338/001

SPACE ABOVE FOR RECORDER'S USE

**NOTICE OF SPECIAL RESTRICTIONS**

This NOTICE OF SPECIAL RESTRICTIONS (the "Notice") is made as of \_\_\_\_\_, 20\_\_ (the "Effective Date") by PARKMERCED OWNER LLC, a Delaware limited liability company, as declarant, its successors and assigns ("Developer"), in favor of the City and County of San Francisco, a charter city and county of the State of California (the "City"), with reference to the following facts and circumstances:

A. Developer is fee title owner of record of that certain real property located in the City legally described in the attached Exhibit A (the "Property"). The Property is a future area of public right-of-way dedication.

B. The Property is located within the Project Site of the Parkmerced Development Project (the "Project"), as described in that certain Development Agreement dated for reference purposes only July 6, 2011 (the "Development Agreement") and recorded in the Official Records of San Francisco County as Document No. 2011J20995900. On June 7, 2011, the San Francisco Board of Supervisors adopted Ordinance No. 89-11, approving the Development Agreement and authorizing the Planning Director to execute the Development Agreement on behalf of the City (the "Enacting Ordinance"). The Enacting Ordinance took effect on July 9, 2011. All capitalized terms herein and not otherwise defined herein shall have the meaning set forth in the Development Agreement. All capitalized terms not defined herein shall have the meaning set forth in the Development Agreement.

C. Section 6.1.1 of the Development Agreement further requires that City and Developer make certain real property transfers in order to reconfigure the public rights-of-way within the Project. The real property transfers described in Section 6.1.1 of the Development Agreement are shown in Exhibit J of the Development Agreement. Section 6.1.1 of the Development Agreement requires that the real property transfers to be completed in each Development Phase shall be set forth in each applicable Development Phase Approval.

D. The Property is located within the Parkmerced Special Use District, as described in Planning Code Section 249.64. On June 9, 2011, the San Francisco Board of Supervisors adopted Ordinance No. 90-11, approving amendments to the Planning Code to establish the Parkmerced Special Use District. The Parkmerced Special Use District establishes that the Project shall be regulated by the controls contained in the “Parkmerced Design Standards and Guidelines,” as required under Planning Code Section 249.64.

E. The Development Phase Approval for Development Phase 1 of the Project contemplates certain real property transfers as part of Subphase 1C of the Project, which are effectuated by Board of Supervisors Ordinance No. 207-22.

F. The Property is comprised solely of land located outside of Subphase 1C of the Project. The Property is anticipated by the Development Agreement, pursuant to Section 6.1.1 and Exhibit J thereof, to be dedicated to City in future Development Phases of the Project as part of a property exchange with the City, consistent with Development Agreement Section 6.1.2.

G. City wishes to record this Notice to provide constructive notice to the Developer, successor owners of the Property during the term of the Development Agreement and successor owners of the Property after termination or expiration of the Development Agreement (each an “Owner” and, collectively, “Owners”) that the City may request that the Property be dedicated to City.

H. This Notice satisfies that requirement of the Street Vacation Ordinance #207-22 and the Subdivision Requirements, Exhibit M of the Development Agreement.

NOW, THEREFORE, incorporating the above Recitals, Developer agrees and covenants as follows:

1. Street Dedication. The Property is shown in Exhibit J of the Development Agreement as a future area of dedication to the City and it is depicted as a future public right-of-way in the Parkmerced Special Use District. Accordingly, City may require that the Property be dedicated to the City in the event that an Owner files any building permit application to demolish the existing improvements on the Property and construct new improvements. If the Development Agreement is in effect at the time of an Owner’s offer of dedication of the Property to the City, the City and Owner shall process a property exchange consistent with the Development Agreement Sections 6.1.1 and 6.1.2. If the Development Agreement is not in effect at the time of an Owner’s offer of dedication of the Property to the City, the City and Owner may elect to discuss a property exchange. Any property exchange must be consistent with the Parkmerced Special Use District.

2. Term. This Notice shall continue in full force and effect until Owners provide an irrevocable offer of dedication of the Property to the City and the Owners and City file a Notice of Termination to this Notice (“Term”). In the event that the Design Standards and Guidelines are amended such that the Property, or a portion thereof, is no longer necessary to complete future street improvements, the Owners may request in writing that the City modify or terminate this

Notice. The City, in its sole discretion, may elect to modify or terminate this Notice. Following expiration of the Term, this Notice shall be deemed terminated and of no further force and effect.

3. Subsequent Building Permits. As part of the submission of any building permit applications to the Department of Building Inspection on or after the effective date of this Notice that affect the portion of the Property subject to the future public right-of-way dedication, Owners shall submit a copy of this Notice.

4. Governing Law. This Notice shall be governed and construed in accordance with the laws of the State of California.

5. Successors and Assigns; Binding Covenants; Run With the Land. From and after recordation of this Notice, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Notice, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained shall be binding upon Developer, Owners and City, and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, and all persons or entities acquiring the Property, or any interest therein, whether by sale, operation of law, or in any manner whatsoever, and shall inure to the benefit of the Developer, Owners and City and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All provisions of this Notice shall be enforceable as equitable servitudes and constitute covenants and benefits running with the land pursuant to applicable law, including but not limited to California Civil Code section 1468.

6. No Amendment of Development Agreement. The express purpose of this Notice is limited to satisfaction of the requirements of the Development Agreement, which requires that certain requirements of the Development Agreement be recorded as restrictive covenants. This Notice solely restates certain rights and obligations of the Development Agreement and does not modify, amend, expand, or limit the rights and obligations of Developer (including but not limited to the release of liability provisions of Section 11.6 of the Development Agreement and the Default provisions of Section 12.3 of the Development Agreement) or City under the Development Agreement in any manner.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Developer has executed this instrument as of the Effective Date.

**DEVELOPER:**

PARKMERCED OWNER LLC,  
a Delaware limited liability company

By: 

By: \_\_\_\_\_

Name: Robert A. Rosania

Title: President

**Acknowledged and Agreed:**

**CITY**  
CITY AND COUNTY OF  
SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_

\_\_\_\_\_  
Carla Short  
Interim Director of Public Works

Approved as to form  
David Chiu, City Attorney

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

ACKNOWLEDGMENT

STATE OF NEW YORK )

) ss.:

COUNTY OF NEW YORK )

On the 30<sup>th</sup> day of November in the year 2023 before me, the undersigned, a Notary Public in and for said state, personally appeared Robert A. Rosania, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SARA J. DAVIS  
Notary Public, State of New York  
No. 01DA6370931  
Qualified in Kings County  
Commission Expires February 12, 2026

  
\_\_\_\_\_  
Notary Public

[SEAL]

My commission expires:

**NOTARY ACKNOWLEDGMENT**

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 \_\_\_\_\_)SS  
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) 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 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

(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

**EXHIBIT A**

**Legal Description of the Property**

[ATTACHED]



**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**FUTURE STREET DEDICATION PARCEL**  
**(A PORTION OF BLOCK 7338)**

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Block 7338 as shown on that certain map entitled "RECORD OF SURVEY MAP NO. 8641" filed August 24, 2015, in Book FF of Survey Maps, at pages 110-129, in the Office of the Recorder of the City and County of San Francisco, State of California, and being more particularly described as follows:

**BEGINNING** at the southerly terminus of the course labeled "N2°25'58"E 179.002'" on the westerly line of said Block 7338, as said course and said block are shown on said map (see sheet 2 of 20);

Thence along said westerly line, the following two (2) courses:

1. North 02°25'58" East, 179.002 feet to the beginning of a tangent curve to the right;
2. Northeasterly, along said tangent curve, having a radius of 22.000 feet, through a central angle of 78°51'44", for an arc length of 30.281 feet;

Thence leaving said westerly line, South 02°25'58" West, 222.173 feet to said westerly line and the beginning of a non-tangent curve, concave northeasterly, whose radius point bears North 13°34'14" East;

Thence along said westerly line, northwesterly, along said non-tangent curve, having a radius of 22.000 feet through a central angle of 78°51'44", for an arc length of 30.281 feet to the **POINT OF BEGINNING**.

Containing 3,752 square feet, more or less.

**Horizontal Datum & Reference System**

The horizontal datum is the North American Datum of 1983: NAD 83 (2011) Epoch 2010.00 referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 coordinate system (CCSF-CS13). CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. See ROS 8080, filed April 4, 2014, in Book EE of Survey Maps at pages 147-157 in the Office of the Recorder of the City and County of San Francisco.

A plat showing the above-described parcel is attached hereto and made a part hereof.



This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.



David C. Jungmann, PLS 9267



05/24/2023  
Date

**END OF DESCRIPTION**

**LEGEND**

- POB POINT OF BEGINNING
- (R) RADIAL BEARING
- ROS RECORD OF SURVEY
- S.M. BOOK OF SURVEY MAPS
- SQ.FT. SQUARE FEET
- EXISTING BOUNDARY

AREA TO BE DEDICATED  
 AREA = 3,752± SQ.FT.



CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	22,000'	78°51'44"	30,281'
C2	22,000'	78°51'44"	30,281'

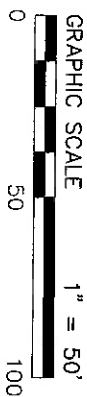
GARCES DRIVE  
 (51' WIDE)

ARBALLO DRIVE  
 (51' WIDE)

VIDAL DRIVE  
 (WIDTH VARIES)

FUTURE STREET DEDICATION PARCEL  
 (A PORTION OF BLOCK 7338)

BLOCK 7338  
 ROS 8641  
 (FF S.M. 110-129)  
 (APN 7338-001)



POB

N02°25'58"E 179.002'

S02°25'58"W 222.173'

N13°34'14"E (R)

BLOCK 7333  
 ROS 8641  
 (FF S.M. 110-129)

BLOCK 7337  
 ROS 8641  
 (FF S.M. 110-129)



*[Handwritten signature]*



255 SHORELINE DR.,  
 SUITE 200  
 REDWOOD CITY, CA 94065  
 (650) 482-6300  
 www.bkf.com

SUBJECT EXHIBIT A - PLAT TO ACCOMPANY  
 LEGAL DESCRIPTION  
 JOB NO. 20200835-10  
 BY JMS APPR. DCJ DATE 05/24/2023  
 3 OF 3

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

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN  
TO:**

Director of Public Works  
City Hall, Room 348  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

APN: 7333/009

SPACE ABOVE FOR RECORDER'S USE

**NOTICE OF SPECIAL RESTRICTIONS**

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A. Developer is fee title owner of record of that certain real property located in the City legally described in the attached Exhibit A (the "Property"). The Property is a future area of public right-of-way dedication.

B. The Property is located within the Project Site of the Parkmerced Development Project (the "Project"), as described in that certain Development Agreement dated for reference purposes only July 6, 2011 (the "Development Agreement") and recorded in the Official Records of San Francisco County as Document No. 2011J20995900. On June 7, 2011, the San Francisco Board of Supervisors adopted Ordinance No. 89-11, approving the Development Agreement and authorizing the Planning Director to execute the Development Agreement on behalf of the City (the "Enacting Ordinance"). The Enacting Ordinance took effect on July 9, 2011. All capitalized terms herein and not otherwise defined herein shall have the meaning set forth in the Development Agreement. All capitalized terms not defined herein shall have the meaning set forth in the Development Agreement.

C. Section 6.1.1 of the Development Agreement further requires that City and Developer make certain real property transfers in order to reconfigure the public rights-of-way within the Project. The real property transfers described in Section 6.1.1 of the Development Agreement are shown in Exhibit J of the Development Agreement. Section 6.1.1 of the Development Agreement requires that the real property transfers to be completed in each Development Phase shall be set forth in each applicable Development Phase Approval.

D. The Property is located within the Parkmerced Special Use District, as described in Planning Code Section 249.64. On June 9, 2011, the San Francisco Board of Supervisors adopted Ordinance No. 90-11, approving amendments to the Planning Code to establish the Parkmerced Special Use District. The Parkmerced Special Use District establishes that the Project shall be regulated by the controls contained in the "Parkmerced Design Standards and Guidelines," as required under Planning Code Section 249.64.

E. The Development Phase Approval for Development Phase 1 of the Project contemplates certain real property transfers as part of Subphase 1C of the Project, which are effectuated by Board of Supervisors Ordinance No. 207-22.

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G. City wishes to record this Notice to provide constructive notice to the Developer, successor owners of the Property during the term of the Development Agreement and successor owners of the Property after termination or expiration of the Development Agreement (each an "Owner" and, collectively, "Owners") that the City may request that the Property be dedicated to City.

H. This Notice satisfies that requirement of the Street Vacation Ordinance #207-22 and the Subdivision Requirements, Exhibit M of the Development Agreement.

NOW, THEREFORE, incorporating the above Recitals, Developer agrees and covenants as follows:

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2. Term. This Notice shall continue in full force and effect until Owners provide an irrevocable offer of dedication of the Property to the City and the Owners and City file a Notice of Termination to this Notice ("Term"). In the event that the Design Standards and Guidelines are amended such that the Property, or a portion thereof, is no longer necessary to complete future street improvements, the Owners may request in writing that the City modify or terminate this

Notice. The City, in its sole discretion, may elect to modify or terminate this Notice. Following expiration of the Term, this Notice shall be deemed terminated and of no further force and effect.

3. Subsequent Building Permits. As part of the submission of any building permit applications to the Department of Building Inspection on or after the effective date of this Notice that affect the portion of the Property subject to the future public right-of-way dedication, Owners shall submit a copy of this Notice.

4. Governing Law. This Notice shall be governed and construed in accordance with the laws of the State of California.

5. Successors and Assigns; Binding Covenants; Run With the Land. From and after recordation of this Notice, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Notice, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained shall be binding upon Developer, Owners and City, and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, and all persons or entities acquiring the Property, or any interest therein, whether by sale, operation of law, or in any manner whatsoever, and shall inure to the benefit of the Developer, Owners and City and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All provisions of this Notice shall be enforceable as equitable servitudes and constitute covenants and benefits running with the land pursuant to applicable law, including but not limited to California Civil Code section 1468.

6. No Amendment of Development Agreement. The express purpose of this Notice is limited to satisfaction of the requirements of the Development Agreement, which requires that certain requirements of the Development Agreement be recorded as restrictive covenants. This Notice solely restates certain rights and obligations of the Development Agreement and does not modify, amend, expand, or limit the rights and obligations of Developer (including but not limited to the release of liability provisions of Section 11.6 of the Development Agreement and the Default provisions of Section 12.3 of the Development Agreement) or City under the Development Agreement in any manner.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Developer has executed this instrument as of the Effective Date.

**DEVELOPER:**

PARKMERCED OWNER LLC,  
a Delaware limited liability company

By: 

By: \_\_\_\_\_

Name: Robert A. Rosania

Title: President

**Acknowledged and Agreed:**

**CITY**  
CITY AND COUNTY OF  
SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_

\_\_\_\_\_  
Carla Short  
Interim Director of Public Works

Approved as to form  
David Chiu, City Attorney

By: \_\_\_\_\_

Deputy City Attorney



**NOTARY ACKNOWLEDGMENT**

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 \_\_\_\_\_)SS  
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) 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 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

(THIS AREA FOR OFFICIAL NOTARIAL SEAL)



**EXHIBIT A**

**Legal Description of the Property**

[ATTACHED]



**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**FUTURE STREET DEDICATION PARCEL**  
**(A PORTION OF BLOCK 7333)**

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Block 7333 as shown on that certain map entitled "RECORD OF SURVEY MAP NO. 8641" filed August 24, 2015, in Book FF of Survey Maps, at pages 110-129, in the Office of the Recorder of the City and County of San Francisco, State of California, and being more particularly described as follows:

**BEGINNING** at the northwesterly terminus of the course labeled "N40°27'55"W 140.026'" on the northerly line of said Block 7333, as said course and said block are shown on said map (see sheet 2 of 20);

Thence along said northerly line, the following three (3) courses:

1. South 40°27'55" East, 140.026 feet to the beginning of a tangent curve to the left;
2. Southeasterly, along said tangent curve, having a radius of 127.500 feet, through a central angle of 47°06'00", for an arc length of 104.811 feet;
3. South 87°33'55" East, 130.056 feet;

Thence leaving said northerly line, South 02°25'58" West, 28.643 feet;

Thence North 87°33'55" West, 137.106 feet to the beginning of a tangent curve to the right;

Thence northwesterly, along said tangent curve, having a radius of 151.000 feet, through a central angle of 47°06'00", for an arc length of 124.130 feet;

Thence North 40°27'55" West, 192.645 feet to the beginning of a tangent curve to the right;

Thence northwesterly, along said tangent curve, having a radius of 639.000 feet, through a central angle of 03°19'32", for an arc length of 37.087 feet to said northerly line and the beginning of a non-tangent curve, concave southeasterly, whose radius point bears South 63°06'00" East;

Thence along said northerly line the following three (3) courses:

1. Northeasterly, along said non-tangent curve, having a radius of 91.500 feet, through a central angle of 04°46'30", for an arc length of 7.626 feet to a point of compound curvature;
2. Along said compound curve, having a radius of 22.000 feet, through a central angle of 115°27'37", for an arc length of 44.334 feet to a point of reverse curvature;
3. Along said reverse curve, having a radius of 525.500 feet, through a central angle of 07°36'02", for an arc length of 69.710 feet to the **POINT OF BEGINNING**.

Containing 14,965 square feet, more or less.

**Horizontal Datum & Reference System**

The horizontal datum is the North American Datum of 1983: NAD 83 (2011) Epoch 2010.00 referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 coordinate system (CCSF-CS13). CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. See ROS 8080, filed April 4, 2014, in Book EE of Survey Maps at pages 147-157 in the Office of the Recorder of the City and County of San Francisco.

A plat showing the above-described parcel is attached hereto and made a part hereof.

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.



\_\_\_\_\_  
David C. Jungmann, PLS 9267



05/24/2023

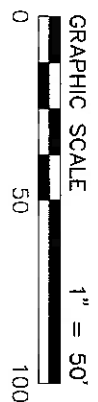
Date

**END OF DESCRIPTION**

GARCES DRIVE  
(51' WIDE)

PCC  
C2

$\Delta = 7^{\circ}36'02''$   
 $L = 69.710'$   
 $R = 525.500'$



**LEGEND**

- PCC POINT OF COMPOUND CURVATURE
- POB POINT OF BEGINNING
- PRC POINT OF REVERSE CURVATURE
- (R) RADIAL BEARING
- ROS RECORD OF SURVEY
- S.M. BOOK OF SURVEY MAPS
- SQ.FT. SQUARE FEET
- EXISTING BOUNDARY
- AREA TO BE DEDICATED
- AREA = 14,965 ± SQ.FT.

VIDAL DRIVE  
(WIDTH VARIES)

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	639,000'	3°19'32"	37.087'
C2	91,500'	4°46'30"	7.626'
C3	22,000'	115°27'37"	44.334'

BLOCK 7337  
ROS 8641  
(FF S.M. 110-129)

ARBALLO DRIVE  
(51' WIDE)

BLOCK 7338  
ROS 8641  
(FF S.M. 110-129)

$R = 127.500'$   
 $\Delta = 47^{\circ}06'00''$   
 $L = 104.871'$

FUTURE STREET DEDICATION PARCEL  
(A PORTION OF BLOCK 7333)

BLOCK 7333  
ROS 8641  
(FF S.M. 110-129)  
(APN 7333-009)

$S87^{\circ}33'55''E$  130.056'  
 $S02^{\circ}25'58''W$  28.643'  
 $N87^{\circ}33'55''W$  137.106'



*[Handwritten signature]*



255 SHORELINE DR.,  
SUITE 200  
REDWOOD CITY, CA 94065  
(650) 482-6300  
www.bkf.com

SUBJECT EXHIBIT A - PLAT TO ACCOMPANY  
 LEGAL DESCRIPTION  
 JOB NO. 20200835-10  
 BY JMS  
 APPR. DCJ  
 DATE 05/24/2023  
 3 OF 3