

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

Housing Authority of the
City and County of San Francisco
1815 Egbert Avenue
San Francisco, CA 94124
Attn: Germaine Tonia Lediju, Chief Executive
Officer

APN: 6310-004 and 005

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

The undersigned declares this instrument to be exempt from recording fees (Govt. Code § 27383) and Documentary Transfer Tax (Rev. & Tax. Code § 11922).

2022 QUITCLAIM DEED
AND
RESERVATION OF EASEMENTS

(Sunnydale Avenue)

THE CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**”), is executing this Quitclaim Deed and Reservation of Easements (this “**Deed**”) as of _____, 2022, on the basis of the following facts, intentions and understandings:

A. Pursuant to that certain Ordinance No. 22-19, adopted by the San Francisco Board of Supervisors on February 5, 2019 and approved by the Mayor on February 15, 2019 (the “**Ordinance**”), a copy of which was recorded on February 22, 2019 as Document No. 2019-K733294-00 in the Official Records of the City and County of San Francisco, the City conditionally approved vacating a portion of Sunnydale Avenue in San Francisco, which is legally described and depicted on **Exhibit A** (the “**Vacation Area**”), to permit the development of Sunnydale HOPE SF Project (the “**Project**”), as more particularly described in the Ordinance.

B. The Housing Authority of the City and County of San Francisco (“**SFHA**” or “**Authority**”) owns that certain real property described as Lot(s) 3, 4, 5, G, and H on the Final Map 11040 (to be recorded contemporaneously with this Deed), as depicted on **Exhibit B** (the “**SFHA Property**”), excluding the Vacation Area. SFHA intends to enter into a short-term ground lease (the “**Ground Lease**”) with Sunnydale Infrastructure Phase 1A3, LLC, a California limited liability company (the “**Developer**”), which is an affiliate of the Master Developer (as defined below), who will be solely responsible for the construction and development of infrastructure improvements and other City requirements in connection with the tentative subdivision map, “Tentative Subdivision Map 9537”, approved by the City’s Director of the Department of Public Works, subject to certain requirements and conditions required for the “proposed Final Map No. 11040”.

C. In connection with the Project, the City entered into a Development Agreement (“**DA**”) with SFHA and Sunnydale Development Co. LLC (the “**Master Developer**”), by Ordinance 18-17, and the Master Development Agreement with SFHA and the Master Developer, by Resolution 20-17; both the DA and the MDA were approved by SFHA’s Board of Commissioners by Resolution 0093-16.

D. In connection with City vacating the Vacation Area, City desires to reserve for itself (i) an easement for the operation, maintenance, repair, and removal of existing City-owned utilities within the Vacation Area (the “**Easement Area**”) and (ii) an easement for emergency vehicle access across the Easement Area, all on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, City and agrees as follows:

1. **Quitclaim.** Subject to the reservation in Section 2 below, City hereby RELEASES, REMISES, AND QUITCLAIMS to SFHA all right, title, and interest City may have in and to the Vacation Area.

2. **Reservation of Easements.** The Utility Easement and EVAE (both as defined below) are collectively referred to in this Deed as the “**Easements**”.

(a) City reserves to itself a perpetual nonexclusive easement (the “**Utility Easement**”) over, across and under the Easement Area for (i) the operation, maintenance, repair, inspection, removal, and replacement of the Facilities (as defined below) and (ii) the right of access over, across or under (including via surface entry) the Easement Area for all such purposes. The Utility Easement also includes the right to trim and cut trees and vegetation, if any, that may be a hazard to the Facilities and the right to do such other things as are necessary for the full enjoyment and accomplishment of the purposes of the Easement. City’s rights with respect to the Utility Easement may be exercised by City’s agents, contractors, subcontractors, suppliers, consultants, employees, or representatives, or by other authorized persons acting for or on behalf of City. “**Facilities**” means, collectively, any existing City-owned water, sewer, power, and communication facilities and all accessories and appurtenances thereto, including without limitation, hatches, hatch covers, fittings, air valves, braces, connections, fastenings, conduits, conductors, streetlights, and other utility facilities and appurtenances.

(b) City reserves to itself a nonexclusive easement over and across the Easement Area for emergency access by emergency vehicles (the “**EVAE**”). The parties acknowledge and agree that (i) Developer and other parties will be performing construction within the Easement Area (the “**Construction**”), and that (ii) during the Construction, parts or all of the Vacation Area may become impassible.

3. **Maintenance, Repair and Operation.** City will, at its sole expense, maintain and repair the Facilities in a reasonably safe and good condition and repair.

4. **Developer’s Obligations.** SFHA will transfer Developer’s obligations, as stated in this Deed, to all future users of the Vacation Area so long as the Easements are in effect.

5. **Restrictions on Surface Use.** The Easement Area is located on land that will be improved with buildings and infrastructure constructed for the Project and accordingly

construction of the Project will require disturbance of the Easement Area, including excavation of and construction of improvements within and around the Easement Area (“**Project Work**”). All Project Work will be subject to building and street improvements permits issued by City. Prior to the issuance of any building and street improvement permits, the Developer will provide City with copies of all plans and specifications for City’s review and approval, which approval will not be unreasonably withheld. Except as required to complete the Project Work, as approved by City, the Developer’s use of the Easement Area will be subject to the following covenants and conditions:

(a) Developer will not cause or allow Developer’s agents, employees, consultants or contractors to excavate, unless contemplated by the City’s approval described above.

(b) The “axle loading” of vehicles and equipment operating on the roadway within ten (10) feet of the new pipe centerline must not exceed that allowed for “AASHTO Standard H-20 Loading.” If Developer proposes to use or allow any vehicle or equipment with axle loading exceeding the H-20 specifications, Developer will submit to City for review and approval an engineering calculation prepared by a civil engineer registered in the State of California showing that City’s Facilities will not be adversely affected. Developer will be responsible for providing City with adequate evidence that Developer’s equipment and vehicles meet the foregoing requirements.

(c) Developer will not engage in any construction activities that could cause deep vibrations to the Facilities (a “**DV Activity**”) without City’s prior written consent. A DV Activity includes sheet or pile driving, but does not include use of typical hand-operated backfill compaction tools, such as wackers.

(d) Developer will not cause or allow any trees to be planted or cultivated or any structures of any kind to be constructed, placed or maintained on, under, over, along, within or across the Easement Area.

(e) No excavation, grading or installation of improvements may occur on the Easement Area, unless contemplated by the City approval described above.

(f) For so long as the Easements remain in effect, Developer will keep the Easement Area open and free from structures of any kind that may damage or interfere with the proper use, function, maintenance, repair, or replacement of the Facilities or City’s rights under this Deed.

(g) If the surface is disturbed by City’s use of the Utility Easement, City will restore the surface to Base Conditions or the cost equivalent. “**Base Conditions**” is defined as three inch (3”) thick asphalt concrete over eight inch (8”) thick Portland cement concrete, for paved easements, and native backfill for unpaved easements. Special finishes, structures and surface improvements (including irrigation lines) removed or damaged in connection with City’s activities performed in accordance with the terms of this Deed will not be replaced by City. City will not be held liable for any damage to plants or any other surface improvement aside from

Base Conditions or the cost equivalent in the Easement Area that may occur as a result of the City's activities performed in accordance with the terms of this Deed.

6. **Indemnification.** City will indemnify, defend (with counsel reasonably approved by SFHA and SFHA's agents), and hold SFHA harmless from and against any cost, expense, liability, damage or injury to property or persons to the extent caused by City's active negligence or willful misconduct (or that of City's agents) in the exercise of the rights reserved by City under this Deed. Notwithstanding anything herein to the contrary, this Section will survive the expiration and termination of the Easements.

7. **Nonexclusive Easement.** The Easements are nonexclusive, and SFHA may convey additional easements and install additional subsurface utility lines within the Easement Area provided that such additional easements and lines do not materially interfere with the Facilities and the Easements, and provided further that any additional subsurface utility lines in the Easement Area will meet City's standards for separation of utilities.

8. **Abandonment; Termination; Quitclaim.** City may abandon all or part of the Easements by recording a quitclaim deed in the form attached to this Deed as **Exhibit C**. In addition, (a) immediately following acceptance by the City of replacement facilities for any portion of the Facilities, which replacement facilities may be located outside of the Easement Area, or earlier at the discretion of the City's Public Works Director in accordance with the Ordinance, City will record a quitclaim deed in the form attached as **Exhibit C** with respect to the portion of the Easement Area in which the replaced Facilities are located; and (b) the EVAE will automatically terminate on commencement of any Construction on or impacting any roadway within the Vacation Area. Upon recording any quitclaim deeds pursuant to this Section, the affected Easement Area and all rights, duties and liabilities hereunder with respect to such Easement Area will be terminated and of no further force or effect. No temporary nonuse of the Easement Area or other conduct, except for recordation of the quitclaim deed as provided in this paragraph, will be deemed abandonment of the Utility Easement.

9. **Covenants Run with the Land.** The provisions of this Deed will run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors of City and the owner of the SFHA Property.

10. **No Acceptance of Infrastructure Improvements.** The provisions of this Deed will not be construed as acceptance of any infrastructure improvements by City.

11. **Third Party Beneficiaries.** This Deed and the provisions hereof are made for the express benefit of the Developer and its tenants and such persons will have the right to enforce the terms of this Deed against City.

12. **SFHA Obligations.** The parties do not anticipate any use of the Vacation Area by SFHA. However, should SFHA's negligence or willful misconduct damage or interfere with the Facilities, SFHA will be responsible to repair the damage or resolve the interference.

13. **HUD Requirements.** The Parties acknowledge and agree that this Deed is subject to the review and approval of the United States Department of Housing and Urban Development ("**HUD**").

(a) Conflict Clause. To the extent that any of the foregoing is in conflict with the requirements of the United States Housing Act of 1937 (“**1937 Act**”), as amended, federal regulations, and the Annual Contributions Contract (“**ACC**”), as amended, and other HUD requirements, the HUD requirements shall control and govern in such instances of conflict.

(b) Indemnification Clause. It is acknowledged and agreed that SFHA has no authority to provide guarantees, indemnifications, rights of set off, or other pledges involving the assets of any Public Housing Project (as the term ‘Project’ is defined in the ACC between SFHA and HUD (the “**Public Housing Project**”) or other assets of SFHA, including and Housing Choice Voucher (“**HCV**”) related assets of SFHA. Accordingly, except as approved by HUD in writing, it is acknowledged that there is no legal right of recourse against: (1) any Public Housing Project of SFHA; (2) any operating receipts (as the term “operating receipts” is defined in ACC), HCV receipts or Capital or Operating Funds of SFHA; (3) any public housing operating reserve of SFHA reflected SFHA’s annual operating budget and required under the ACC, or (4) any other asset of SFHA related to the 1937 Act. Should any assets of SFHA be identified at a later date as meeting the criteria set forth above, any guarantees, indemnifications, right of set off, or other pledges involving those assets will be deemed null, void, and unenforceable.

(c) Termination Clause. If HUD approves the termination of the ACC at the public housing project and/or release of the DOT/DORC (e.g., through a disposition under Section 18 of the 1937 Act, the Rental Assistance Demonstration (RAD) program or any other removal action of the SAC), SFHA may terminate this Deed. In addition, if HUD determines that this Deed does not comply with federal public housing requirements, SFHA may terminate the Deed.

(d) HUD is not a Guarantor. HUD is not a Guarantor of SFHA and is not liable for the actions of SFHA under this Deed.

(e) No Assignment Rights or Rights of Mortgage or Security Interests. This Deed does not include any assignment rights or rights of mortgage or security interests unless HUD approval under section 30 of the 1937 Act has been obtained.

14. Attorneys’ Fees. In the event any action is brought by any person to enforce this Deed, obligations hereunder or any indemnity rights herein contained, or to seek a clarification of the terms herein contained, or for the breach of any of the terms, covenants or conditions contained in this Deed, 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.

15. Exhibits. The exhibits attached to and referenced in this Deed are incorporated into and made a part of this Deed.

16. Miscellaneous. This Deed will be recorded in the Official Records of the City and County of San Francisco, California (the “**Official Records**”). City will take such additional actions and to execute such additional documents as may be necessary or proper to carry out the transactions contemplated by this Deed and effect the purposes of this Deed. Except as

otherwise provided herein, this Deed may be amended at any time only by the recordation of a written instrument among the Official Records signed by City and consented to by SFHA or their respective successors or assignees. This Deed will be governed by and construed in accordance with the laws of the State of California. If any provision of this Deed is or becomes invalid, illegal, or unenforceable, it will not affect or impair the validity, legality, or enforceability of any other provision of this Deed, and there will be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision. The recitals set forth above are made a part of this Deed. Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof. Except as set forth in Section 8 with respect to SFHA and its tenants, neither the declaration and reservation of any easement nor the use and enjoyment pursuant to the provisions of this Deed, 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.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned has executed this Deed as of the date first above written.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Andrico Q. Penick
Director of Property

APPROVED AS TO FORM

DAVID CHIU
City Attorney of San Francisco

By: _____
Shari Geller Diamant
Deputy City Attorney

CERTIFICATE OF ACKNOWLEDGEMENT

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

State of California
County of _____

On _____, 20__ before me, _____,
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 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)

**CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)**

This is to certify that the interest in real property conveyed by the foregoing Quitclaim Deed and Reservation of Easement (Sunnydale Avenue) dated _____, 2021, from the HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (the "**Authority**"), is hereby accepted on _____, 2021, by the undersigned officer or agent on behalf of the Authority pursuant to authority conferred by resolution of the Authority's Board of Commissioners adopted on _____, 2021, and the Authority Board of Commissioners consents to the recordation of said document in the Office of the Recorder of City and County of San Francisco, State of California.

HOUSING AUTHORITY OF THE CITY
AND COUNTY OF SAN FRANCISCO,
a public body corporate and politic



By: Germaine Tonia Lediju, PhD
Chief Executive Officer

Dated: _____, 2021 2022

APPROVED AS TO FORM AND LEGALITY:

By: _____
Dianne Jackson McLean, Esq.
Goldfarb & Lipman LLP
Special Legal Counsel to Authority

**CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)**

This is to certify that the interest in real property conveyed by the foregoing Quitclaim Deed and Reservation of Easement (Sunnydale Avenue) dated _____, 2022, from the HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (the "**Authority**"), is hereby accepted on _____, 2022, by the undersigned officer or agent on behalf of the Authority pursuant to authority conferred by resolution of the Authority's Board of Commissioners adopted on July 22, 2021, and the Authority Board of Commissioners consents to the recordation of said document in the Office of the Recorder of City and County of San Francisco, State of California.

HOUSING AUTHORITY OF THE CITY
AND COUNTY OF SAN FRANCISCO,
a public body corporate and politic

By: Germaine Tonia Lediju, PhD
Chief Executive Officer

Dated: _____, 2022

APPROVED AS TO FORM AND LEGALITY:


By: 
Dianne Jackson McLean, Esq.
Goldfarb & Lipman LLP
Special Legal Counsel to Authority

EXHIBIT A

DESCRIPTION AND DEPICTION OF THE VACATION AREA

(See Attached)

EXHIBIT A

LEGAL DESCRIPTION AND PLAT OF SUNNYDALE AVENUE QUITCLAIM "VACATION AREA"

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

ALL THAT PORTION OF SUNNYDALE AVENUE (WIDTH VARIES) DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF HAHN STREET (66 FEET WIDE), DISTANT THEREON SOUTH 19°24'00" WEST 173.74 FEET FROM THE INTERSECTION OF THE NORTHERLY LINE OF ASSESSOR'S BLOCK 6310 AND SAID WESTERLY LINE OF HAHN STREET, AS SAID STREET AND BLOCK ARE SHOWN ON THAT MAP ENTITLED, "MAP OF SUNNYDALE LOW RENT HOUSING PROJECT, SHOWING STREET OPENING", RECORDED DECEMBER 30, 1941, BOOK "O" OF MAPS, PAGE 57, OFFICIAL RECORDS, CITY AND COUNTY OF SAN FRANCISCO; THENCE ALONG THE NORTHERLY LINE OF SUNNYDALE AVENUE, ALSO AS SHOWN ON SAID MAP OF SUNNYDALE LOW RENT HOUSING PROJECT, THE FOLLOWING SIX COURSES: 1.) SOUTHWESTERLY ALONG A CURVE, TANGENT TO SAID WESTERLY LINE OF HAHN STREET, CONCAVE TO THE NORTHWEST WITH A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE 90°00'00", AN ARC LENGTH OF 31.42 FEET, 2.) NORTH 70°36'00" WEST 203.86 FEET, 3.) WESTERLY ALONG A CURVE, CONCAVE TO THE SOUTH WITH A RADIUS OF 1188.00 FEET, THROUGH A CENTRAL ANGLE OF 06° 30'00", AN ARC LENGTH OF 134.77 FEET, 4.) NORTH 77°06'00" WEST 86.81 FEET, 5.) WESTERLY ALONG A CURVE, CONCAVE TO THE SOUTH, WITH A RADIUS OF 831.00 FEET, THROUGH A CENTRAL ANGLE 09°58'39", AN ARC LENGTH OF 144.71 FEET AND 6.) WESTERLY ALONG A REVERSE CURVE, CONCAVE TO THE NORTH, WITH A RADIUS OF 255.00 FEET, THROUGH A CENTRAL ANGLE OF 02°08'58", AN ARC LENGTH OF 9.57 FEET; THENCE SOUTH 04°35'00" WEST 70.44 FEET TO THE SOUTHERLY LINE OF SAID SUNNYDALE AVENUE, BEING A POINT OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 09°20'21" EAST; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF SUNNYDALE AVENUE THE FOLLOWING FOUR COURSES: 1.) EASTERLY ALONG SAID CURVE, CONCAVE TO THE SOUTH, WITH A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 12°42'21", AN ARC LENGTH OF 44.35 FEET, 2.) EASTERLY ALONG A COMPOUND CURVE WITH A RADIUS 1132.00 FEET, THROUGH A CENTRAL ANGLE OF 16°02'00", AN ARC LENGTH OF 316.77 FEET, 3.) SOUTH 70°36'00" EAST 203.86 FEET AND 4.) SOUTHEASTERLY ALONG A CURVE, CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET TO THE SAID WESTERLY LINE OF HAHN STREET; THENCE ALONG SAID LINE OF HAHN STREET, NORTH 19°24' 00" EAST 96.00 FEET TO THE POINT OF BEGINNING, CONTAINING 34,593 SQUARE FEET, MORE OR LESS.

TOGETHER WITH A PORTION OF THAT CERTAIN 3 FOOT WIDE UTILITY EASEMENT AS SHOWN ON SAID MAP OF SUNNYDALE LOW RENT HOUSING PROJECT, THAT IS ADJACENT TO THE NORTHERLY AND SOUTHERLY RIGHT OF WAY LINES OF ABOVE DESCRIBED SUNNYDALE AVENUE AND ADJACENT TO THE WESTERLY LINE OF SAID HAHN STREET BETWEEN SAID NORTHERLY LINE OF ASSESSOR'S BLOCK 6310 AND THE NORTHERLY LINE OF HARMONIA STREET, AS SAID STREET IS SHOWN ON THAT CERTAIN "FINAL MAP 9537", RECORDED OCTOBER 15, 2019 IN BOOK 136 OF CONDOMINIUM MAPS, PAGES 206 THROUGH 216, INCLUSIVE, OFFICIAL RECORDS, CITY AND COUNTY OF SAN FRANCISCO.

END OF DESCRIPTION

PREPARED BY:
MARTIN M. RON ASSOCIATES, INC
FEBRUARY 1, 2022



BRUCE A. GOWDY, P.L.S.
SUNNYDALE AVE QUITCLAIM-FM PHASE 2.DOCX
02-01-22



EXHIBIT A

PLAT OF SUNNYDALE AVE. QUITCLAIM "VACATION AREA"

LEGEND

- (R) RADIAL
- (PCC) POINT OF COMPOUND CURVATURE
- (PRC) POINT OF REVERSE CURVATURE

APN 6220-002

JOHN McLAREN PARK
CITY & COUNTY OF S.F.

0 MAPS 57
6310

APN 6310-001

136 CM 206
LOT D
APN 6311-011

HARMONIA STREET (80' WIDE)
136 CM 206 LOT C

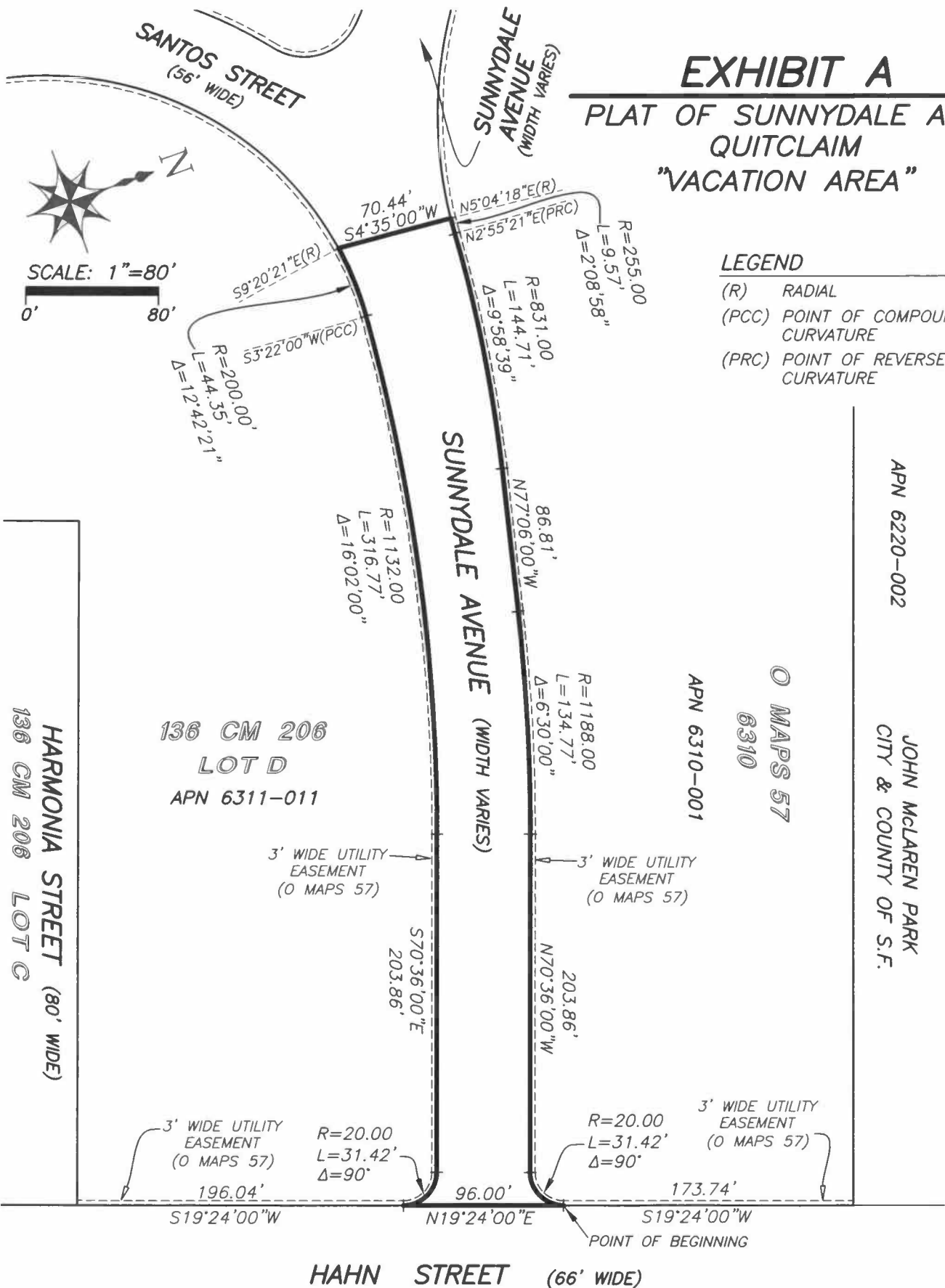
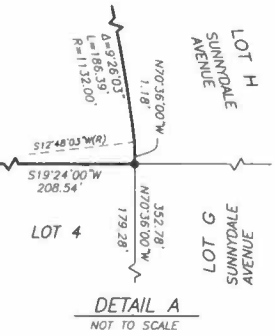
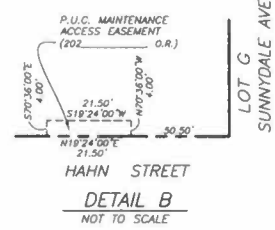
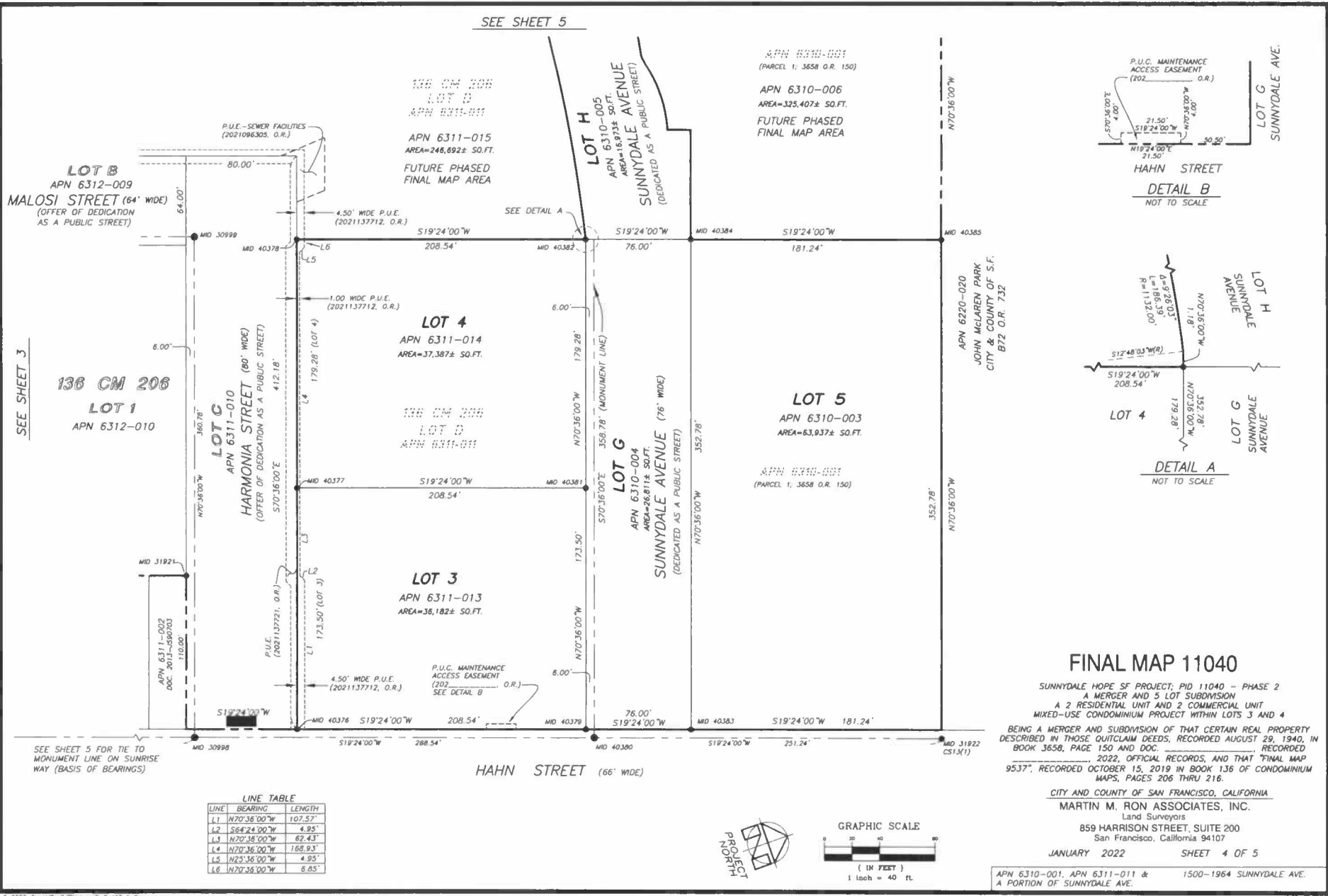


EXHIBIT B

SFHA PROPERTY AS SHOWN ON FINAL MAP PID 11040

(See attached)

SEE SHEET 5



FINAL MAP 11040

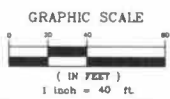
SUNNYDALE HOPE SF PROJECT; PID 11040 -- PHASE 2
 A MERGER AND 5 LOT SUBDIVISION
 A 2 RESIDENTIAL UNIT AND 2 COMMERCIAL UNIT
 MIXED-USE CONDOMINIUM PROJECT WITHIN LOTS 3 AND 4
 BEING A MERGER AND SUBDIVISION OF THAT CERTAIN REAL PROPERTY
 DESCRIBED IN THOSE QUILCLAIM DEEDS, RECORDED AUGUST 29, 1940, IN
 BOOK 3658, PAGE 150 AND DOC. _____ RECORDED
 _____ 2022, OFFICIAL RECORDS, AND THAT "FINAL MAP
 9537", RECORDED OCTOBER 15, 2019 IN BOOK 136 OF CONDOMINIUM
 MAPS, PAGES 206 THRU 216.

CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
 MARTIN M. RON ASSOCIATES, INC.
 Land Surveyors
 859 HARRISON STREET, SUITE 200
 San Francisco, California 94107
 JANUARY 2022 SHEET 4 OF 5

APN 6310-001, APN 6311-011 & 1500-1964 SUNNYDALE AVE.
 A PORTION OF SUNNYDALE AVE.

LINE TABLE

LINE	BEARING	LENGTH
L1	N70°36'00\"W	107.57'
L2	S66°24'00\"W	4.95'
L3	N70°36'00\"W	62.43'
L4	N70°36'00\"W	168.93'
L5	N25°36'00\"W	4.95'
L6	N70°36'00\"W	6.85'



SEE SHEET 3

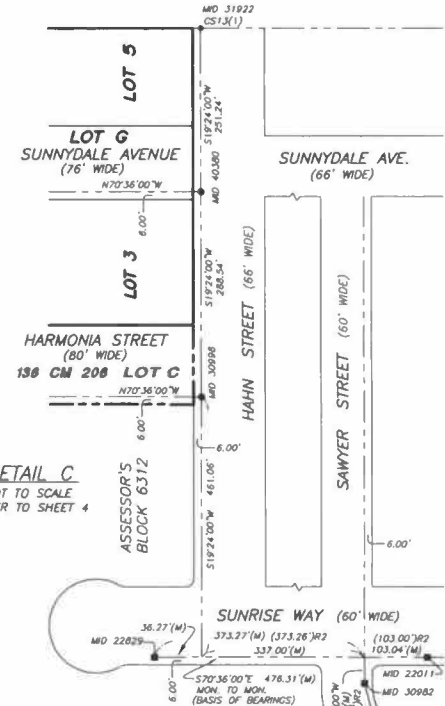
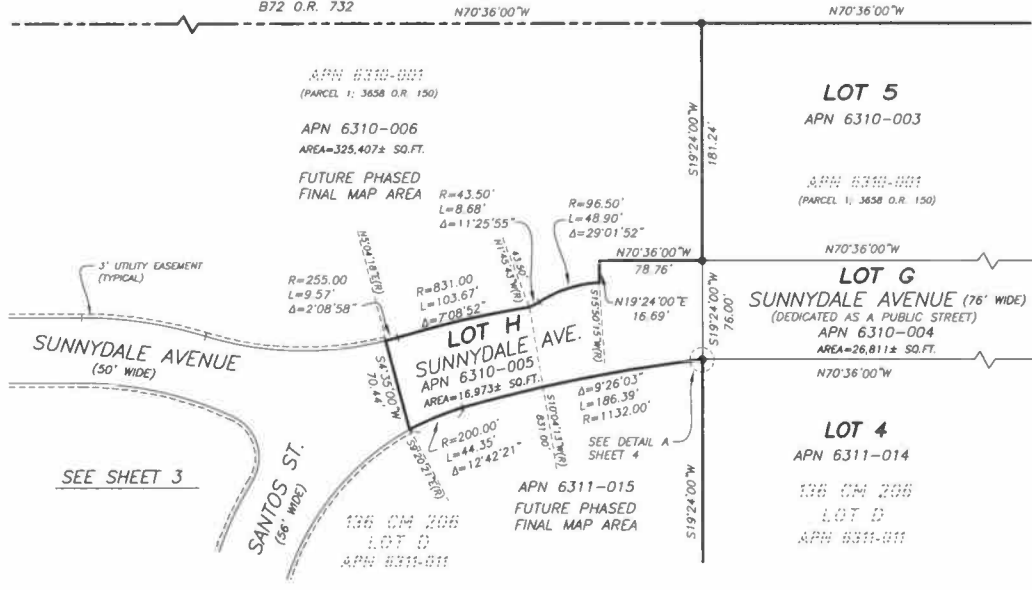
SEE SHEET 5 FOR TIE TO MONUMENT LINE ON SUNRISE WAY (BASIS OF BEARINGS)

APN 6220-020
JOHN MCLAREN PARK
CITY & COUNTY OF S.F.
B72 O.R. 732

APN 6310-001
(PARCEL 1: 3658 O.R. 150)

APN 6310-006
AREA=325,407± SQ.FT.

FUTURE PHASED
FINAL MAP AREA

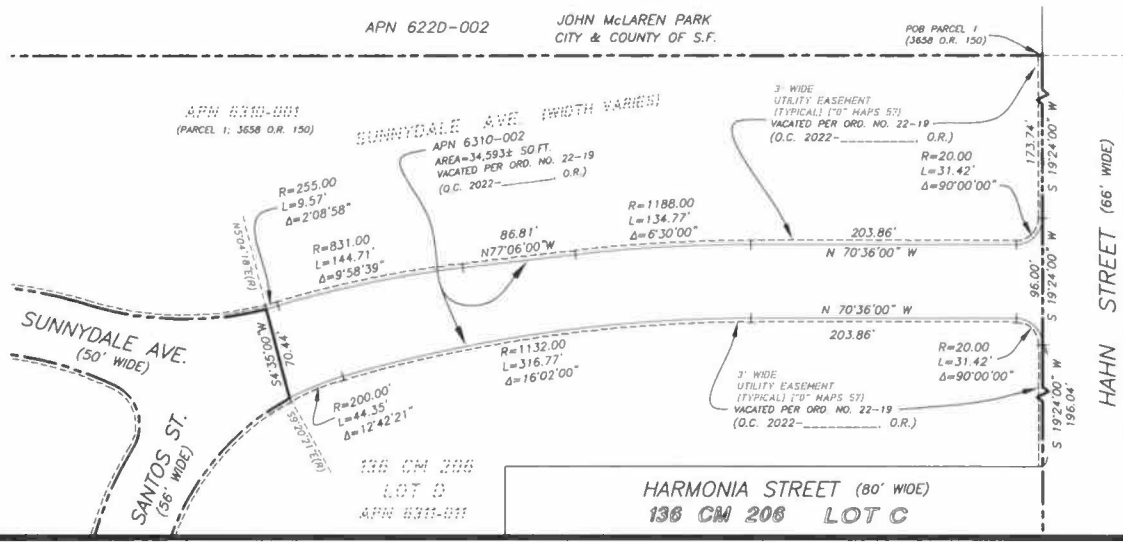


APN 622D-002 JOHN MCLAREN PARK CITY & COUNTY OF S.F.

APN 6310-001
(PARCEL 1: 3658 O.R. 150)

SUNNYDALE AVE. (WITH VARIATIONS)

APN 6310-002
AREA=34,593± SQ.FT.
VACATED PER ORD. NO. 22-19
(O.C. 2022 - O.R.)



FINAL MAP 11040

SUNNYDALE HOPE SF PROJECT; PID 11040 - PHASE 2
A MERGER AND 5 LOT SUBDIVISION
A 2 RESIDENTIAL UNIT AND 2 COMMERCIAL UNIT
MIXED-USE CONDOMINIUM PROJECT WITHIN LOTS 3 AND 4
BEING A MERGER AND SUBDIVISION OF THAT CERTAIN REAL PROPERTY
DESCRIBED IN THOSE OUTCLAIM DEEDS, RECORDED AUGUST 29, 1940, IN
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9537, RECORDED OCTOBER 15, 2019 IN BOOK 136 OF CONDOMINIUM
MAPS, PAGES 206 THRU 216.

CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

MARTIN M. RON ASSOCIATES, INC.

Land Surveyors

859 HARRISON STREET, SUITE 200
San Francisco, California 94107

JANUARY 2022 SHEET 5 OF 5

APN 6310-001, APN 6311-011 & 1500-1964 SUNNYDALE AVE.
A PORTION OF SUNNYDALE AVE.

EXHIBIT C

FORM OF QUITCLAIM DEED

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

Attn: _____

Lot: _____ Block: _____ (Space above this line reserved for Recorder's use only)

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

EASEMENT QUITCLAIM DEED
(Assessor's Parcel No. ____, Block ____)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), pursuant to that certain Ordinance No. 22-19, adopted by the San Francisco Board of Supervisors on January 20, 2019 and approved by the Mayor on February 15, 2019, a copy of which was recorded on February 22, 2019 as Document No. 2019-K733294-00 in the Official Records of the City and County of San Francisco, hereby RELEASES, REMISES, AND QUITCLAIMS to THE HOUSING AUTHORITY OF SAN FRANCISCO any and all right, title and interest the City may have pursuant to that certain Quitclaim Deed and Reservation of Easement, dated as of _____, 2022, and recorded in the Official Records of the City and County of San Francisco as Doc. _____ (the "**2022 Quitclaim and Reservation**"), in and to the real property located in the City and County of San Francisco, State of California described on **Annex 1** attached hereto, which is [a portion of] an easement reserved by City pursuant to the 2019 Quitclaim and Reservation.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned has executed this Deed as of the date first above written.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

RECOMMENDED:

Department of Public Works

By: _____

Public Utilities Commission

By: _____

CERTIFICATE OF ACKNOWLEDGEMENT

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

State of California
County of _____

On _____, 20__ before me, _____,
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 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)

ANNEX 1 TO EXHIBIT C
LEGAL DESCRIPTION OF QUITCLAIMED PROPERTY
(See Attached)

ANNEX 1 TO EXHIBIT C

LEGAL DESCRIPTION OF QUITCLAIMED PROPERTY

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

ALL THAT PORTION OF SUNNYDALE AVENUE (WIDTH VARIES) DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF HAHN STREET (66 FEET WIDE), DISTANT THEREON SOUTH 19°24'00" WEST 173.74 FEET FROM THE INTERSECTION OF THE NORTHERLY LINE OF ASSESSOR'S BLOCK 6310 AND SAID WESTERLY LINE OF HAHN STREET, AS SAID STREET AND BLOCK ARE SHOWN ON THAT MAP ENTITLED, "MAP OF SUNNYDALE LOW RENT HOUSING PROJECT, SHOWING STREET OPENING", RECORDED DECEMBER 30, 1941, BOOK "O" OF MAPS, PAGE 57, OFFICIAL RECORDS, CITY AND COUNTY OF SAN FRANCISCO; THENCE ALONG THE NORTHERLY LINE OF SUNNYDALE AVENUE, ALSO AS SHOWN ON SAID MAP OF SUNNYDALE LOW RENT HOUSING PROJECT, THE FOLLOWING SIX COURSES: 1.) SOUTHWESTERLY ALONG A CURVE, TANGENT TO SAID WESTERLY LINE OF HAHN STREET, CONCAVE TO THE NORTHWEST WITH A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE 90°00'00", AN ARC LENGTH OF 31.42 FEET, 2.) NORTH 70°36'00" WEST 203.86 FEET, 3.) WESTERLY ALONG A CURVE, CONCAVE TO THE SOUTH WITH A RADIUS OF 1188.00 FEET, THROUGH A CENTRAL ANGLE OF 06° 30'00", AN ARC LENGTH OF 134.77 FEET, 4.) NORTH 77°06'00" WEST 86.81 FEET, 5.) WESTERLY ALONG A CURVE, CONCAVE TO THE SOUTH, WITH A RADIUS OF 831.00 FEET, THROUGH A CENTRAL ANGLE 09°58'39", AN ARC LENGTH OF 144.71 FEET AND 6.) WESTERLY ALONG A REVERSE CURVE, CONCAVE TO THE NORTH, WITH A RADIUS OF 255.00 FEET, THROUGH A CENTRAL ANGLE OF 02°08'58", AN ARC LENGTH OF 9.57 FEET; THENCE SOUTH 04°35'00" WEST 70.44 FEET TO THE SOUTHERLY LINE OF SAID SUNNYDALE AVENUE, BEING A POINT OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 09°20'21" EAST; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF SUNNYDALE AVENUE THE FOLLOWING FOUR COURSES: 1.) EASTERLY ALONG SAID CURVE, CONCAVE TO THE SOUTH, WITH A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 12°42'21", AN ARC LENGTH OF 44.35 FEET, 2.) EASTERLY ALONG A COMPOUND CURVE WITH A RADIUS 1132.00 FEET, THROUGH A CENTRAL ANGLE OF 16°02'00", AN ARC LENGTH OF 316.77 FEET, 3.) SOUTH 70°36'00" EAST 203.86 FEET AND 4.) SOUTHEASTERLY ALONG A CURVE, CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET TO THE SAID WESTERLY LINE OF HAHN STREET; THENCE ALONG SAID LINE OF HAHN STREET, NORTH 19°24' 00" EAST 96.00 FEET TO THE POINT OF BEGINNING, CONTAINING 34,593 SQUARE FEET, MORE OR LESS.

TOGETHER WITH A PORTION OF THAT CERTAIN 3 FOOT WIDE UTILITY EASEMENT AS SHOWN ON SAID MAP OF SUNNYDALE LOW RENT HOUSING PROJECT, THAT IS ADJACENT TO THE NORTHERLY AND SOUTHERLY RIGHT OF WAY LINES OF ABOVE DESCRIBED SUNNYDALE AVENUE AND ADJACENT TO THE WESTERLY LINE OF SAID HAHN STREET BETWEEN SAID NORTHERLY LINE OF ASSESSOR'S BLOCK 6310 AND THE NORTHERLY LINE OF HARMONIA STREET, AS SAID STREET IS SHOWN ON THAT CERTAIN "FINAL MAP 9537", RECORDED OCTOBER 15, 2019 IN BOOK 136 OF CONDOMINIUM MAPS, PAGES 206 THROUGH 216, INCLUSIVE, OFFICIAL RECORDS, CITY AND COUNTY OF SAN FRANCISCO.

END OF DESCRIPTION

PREPARED BY:
MARTIN M. RON ASSOCIATES, INC
FEBRUARY 1, 2022


BRUCE A. GOWDY, P.L.S.

SUNNYDALE AVE QUITCLAIM-FM PHASE 2_ANNEX 1 TO EXHIBIT C.DOCX
02-01-22

