

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

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

Street Address: 160 Freelon Street, San
Francisco, CA 94107

APN: 3777-178

Free Recording Requested Pursuant to
Government Code Section 27383

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

**DOOR SWING ENCROACHMENT AND CORNICE ENCROACHMENT
EASEMENTS AGREEMENT**

THIS DOOR SWING ENCROACHMENT AND CORNICE ENCROACHMENT EASEMENTS AGREEMENT (this "**Agreement**") is executed as of _____, 2025 (the "**Execution Date**") by and among 598 BRANNAN STREET PHASE 1, L.L.C., a Delaware limited liability company ("**Grantor**"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**") and 160 FREELON HOUSING PARTNERS, L.P., a California limited partnership ("**Project Sponsor**", together with City, "**Grantee**").

RECITALS

A. Grantor owns certain real property located between Freelon Street and Bryant Street and generally between 4th and 5th Street in the City of San Francisco, County of San Francisco, State of California, and more fully described on Schedule 1 attached hereto and made a part hereof ("**Burdened Property**").

B. On February 19, 2025, City acquired from Grantor fee title to that certain real property contiguous to the Burdened Property located at 160 Freelon Street and fully described on Schedule 2 attached hereto and made a part hereof (the "**Benefitted Parcel**") as a land dedication pursuant to San Francisco Planning Code Sections 249.78(e)(2)(B). Concurrently with this Agreement, the City and the Project Sponsor will enter into a long-term ground lease of the Benefitted Parcel (the "**Ground Lease**") for the purpose of constructing approximately 85 units (including one manager's unit) of affordable housing (the "**Project**"). The Project Sponsor will own the Project in fee under the Ground Lease.

C. In order for the Project to satisfy the requirements of the San Francisco Building Code and the San Francisco Fire Code (collectively, the "**Code**") in effect as of the date hereof, and for the Project Sponsor to obtain the City's Department of Building Inspection ("**DBI**") and Fire Marshal approval for the development and construction of the Project in its regulatory capacity, Grantor agrees to impose certain restrictions on the Burdened Property for the benefit of the Benefitted Parcel subject to the terms and conditions set forth herein.

D. Grantee desires an easement on, over and within a portion of the Burdened Property for the purposes of constructing, maintaining, and operating the improvements located, or to be located, on the Benefitted Parcel.

NOW, THEREFORE, in consideration of the covenants and agreements of the parties herein contained, and other valuable consideration, the receipt and sufficient of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Grant of Easements.** Subject to the provisions of this Agreement, Grantor grants in perpetuity to Grantee the following easements (which may collectively be referred to herein as the “**Easements**”):

A. **Encroachment Easement for Door Swing.** A nonexclusive easement over the portion of the Burdened Property shown and legally described on Exhibit A to this Agreement (“**Door Swing Easement Area**”) for the purpose of one or more doors (collectively, the “**Door**”) swinging out from the western façade of the Project (“**Door Swing Easement**”). Once the Door is constructed on the Benefitted Parcel as part of the Project, the Door shall be permitted to swing over and across the Door Swing Easement Area while the Door opens and closes during typical use of the Door in connection with ingress and egress to and from the Project. For so long as this Agreement continues in effect, no new permanent structure or other permanent improvement shall be constructed or maintained within the Door Swing Easement Area that would materially interfere or obstruct typical use of the Door for pedestrian ingress and egress to and from the Project, except as approved by DBI if such approval is required under the provisions of the Code. The Door Swing Easement shall include the right of pedestrian access for Grantee to enter the Burdened Property in the vicinity of the Door Swing Easement Area to the extent reasonably necessary to perform its obligations under Section 4 below; provided that any such work for the benefit of the Benefitted Parcel to be performed from the Burdened Property shall be subject to additional reasonable requirements imposed by Grantor upon Grantee from time to time to ensure safety and minimize interference with the use of the Burdened Parcel, provided that such work has been approved by DBI if such approval is required under the provisions of the Code, or any other applicable approvals. The Door Swing Easement may be used by Grantee or Project Sponsor, and the occupants of the Project and by such owner’s and occupants’ employees, agents, tenants, guests and invitees, in connection with ingress and egress to and from the Project.

B. **Encroachment Easement for Two (2) Building Cornices.** An easement over the portion of the Burdened Property shown and legally described on Exhibit B to this Agreement (collectively, the “**Cornice Easement Area**”, and together with the Door Easement Area, the “**Easement Area**”) for the purpose of the installation, construction, maintenance, repair and replacement of two (2) cornices of the building to be constructed on the Benefitted Parcel as part of the Project (“**Cornice Easement**”). Effective upon completion of construction of the building constructed on the Benefitted Parcel as part of the Project, said building cornices at the top of such building (the “**Cornices**”) shall be permitted to encroach into the Cornice Easement Area and thereafter the Cornice Easement Area shall mean and refer to the air space in which such Cornices exist and not the airspace above and below such Cornices. Prior to the completion of construction of the building constructed on the Benefitted Parcel as part of the Project, the Door Swing Easement Area shall be non-exclusive; following completion of

construction of the building constructed on the Benefitted Parcel as part of the Project and the reduction to the scope of the Cornice Easement Area as described in the previous sentence, the Cornice Easement shall be exclusive. The Cornice Easement shall include the right of pedestrian access for Grantee to enter the Burdened Property in the vicinity of the Cornice Easement Area to the extent reasonably necessary to perform its obligations under Section 4 below; provided that any such work for the benefit of the Benefitted Parcel to be performed from the Burdened Property shall be subject to the additional reasonable requirements imposed by Grantor upon Grantee from time to time to ensure safety and minimize interference with the use of the Burdened Property, provided that such work has been approved by DBI if such approval is required under the provisions of the Code, or any other applicable approvals.

C. **Reservation by Grantor.** Neither the Easements nor any other provision of this Agreement shall prohibit the maintenance, construction and installation of minor encroachments of building systems, light facilities, utility facilities, landscaping, and similar facilities, or prohibit the temporary installation of scaffolding or other equipment to be used for maintenance activities of the Burdened Property in the Door Swing Easement Area, provided such improvements have been approved by DBI if such approval is required by the Code, or any other applicable approvals, and so long as such improvements do not materially interfere or obstruct typical use of any such door for pedestrian ingress and egress to and from the Project.

2. **Non-Exclusive Easements Subject to Prior and Future Easement Grants; Special Restrictions.** The Easement granted herein is non-exclusive and subject to the rights of easements, if any, previously granted by Owner and Owner's predecessors in title over the Easement Area; provided that, following completion of construction of the building constructed on the Benefitted Parcel as part of the Project and the reduction in scope of the Cornice Easement Area as described in Section 1.B above, the Cornice Easement shall be exclusive. In addition, Project Sponsor shall at all times comply with the conditions and restrictions contained in that certain Notice of Special Restrictions recorded on March 28, 2024 as Document No. 2024026197, in the Official Records of the City and County of San Francisco to the extent applicable to the Project.

3. **Indemnity.**

a. **Grantor Indemnification.** Grantor shall indemnify, defend and hold harmless ("**Indemnify**") the Project Sponsor Exculpated Parties (as defined in Section 10(b) below) and the City Exculpated Parties (as defined in Section 10(c) below) and together with the Project Sponsor Exculpated Parties, the "**Grantee Exculpated Parties**"), and each of them, from and against any and all third party liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, including, without limitation, direct and vicarious liability of every kind (including, without limitation, reasonable attorneys' fees and court costs, reasonable consultants and experts and related costs, and the cost of investigating any Claim) (individually and/or, collectively, "**Claims**"), incurred in connection with or arising in whole or in part from: (1) any hazardous or unsafe condition of the Door Swing Easement Area, including the presence of hazardous materials within such area, other than any change in the condition of the Easement Area after the Effective Date of this Agreement caused by the Grantee Parties or any of them or resulting from any failure of Grantee to perform its obligations under Section 4 below; (2) any construction or other work undertaken by or on behalf of Grantor in the Easement Area; (3) any gross negligence or willful misconduct of any of Grantor, its partners, members,

shareholders, contractors, and their respective employees, directors, and agents (individually and/or collectively, the “**Grantor Parties**”) in, on or about the Easement Area as finally determined by a court of competent jurisdiction; or (4) any release or discharge, or threatened release or discharge, of any hazardous material caused by the Grantor Parties in, under, on or about the Door Swing Easement Area, except (with respect to clauses (1) through (4) above) such Claims to the extent caused by (i) the willful misconduct or gross negligence of any of (x) Project Sponsor, its partners, members, shareholders, contractors, and their respective employees, directors, and agents (individually and/or collectively, the “**Project Sponsor Parties**”), or (y) the City, its commissions, departments, agencies and other subdivisions, including, without limitation, DBI (individually and/or collectively, the “**City Parties**” and together with the Project Sponsor Parties, the “**Grantee Parties**”), or (ii) any Claim for which Grantee has an obligation to Indemnify Grantor or the Grantor Exculpated Parties pursuant to Section 3(b) or Section 3(c) below.

Grantor specifically acknowledges and agrees that Grantor has an immediate and independent obligation to defend the City (but not the Project Sponsor) from any Claim which actually or potentially falls within this Indemnity even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such Claim is tendered to Grantor by the City and continues at all times thereafter. As used herein, “hazardous material” means any substance, waste or material which, because of its quantity, concentration of physical or chemical characteristics is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.

b. **Project Sponsor Indemnification.** Project Sponsor shall Indemnify the Grantor Exculpated Parties (as defined below in Section 10(a)) from and against any and all Claims arising out of or in connection with or by reason of the Grantee’s rights under this Agreement or the exercise thereof. Notwithstanding the foregoing to the contrary, Project Sponsor’s indemnification obligations pursuant to this paragraph shall not apply to any Claims to the extent caused by the gross negligence or willful misconduct of any of the Grantor Parties. This paragraph shall not apply to the City and the sole Indemnity obligations of City are set forth in the following paragraph.

c. **City Indemnification.** If at any time (i) the Benefitted Parcel is not subject to the Ground Lease (including any extensions or renewals thereof) or any subsequent ground lease (any such time, a “**No Project Sponsor Period**”) or (ii) City exercises any rights to utilize the Easements as set forth herein (provided, however, use by emergency vehicles or first responders solely pursuant to City’s duties, rights and powers as a municipal corporation is expressly excepted from this indemnity), City hereby expressly agrees to Indemnify Grantor from and against any and all Claims with respect to matters arising during either such period. Notwithstanding the foregoing to the contrary, City’s indemnification obligations pursuant to this paragraph shall not apply to any Claims to the extent caused by the gross negligence or willful misconduct of any of the Grantor Parties.

4. **Maintenance of Easement Area.** Grantee, at its sole cost, shall at all times maintain the Easement Area in a safe, clean condition; provided, Grantee shall not be responsible for the foregoing maintenance if Grantee is prevented from accessing the Easement Area due to Grantor’s maintenance, repair, replacement, and/or construction activities. Notwithstanding the foregoing, in the event the Grantor or the Grantor Parties cause damage to the Easement Area,

then Grantor shall be responsible for the cost and expense to repair any such damage and shall reimburse Grantee for all sums paid by Grantee to repair such damage within thirty (30) days of delivery of an invoice and reasonable documentation evidencing such costs. For the avoidance of doubt, other than during any No Project Sponsor Period, the Project Sponsor shall be solely responsible for the covenant set forth above. During any No Project Sponsor Period, then City shall be solely responsible for the covenant set forth above.

5. **Building Code and Fire Code Approvals.** The City's DBI and the Fire Department are intended beneficiaries of this Agreement with respect to the Cornice Easement and the Door Swing Easement and each department's approvals of the Project's compliance under the Building Code and Fire Code, respectively, with the right to consent to any modification or revocation hereof and the right and authority, at its sole option, to enforce the provisions hereof (including, but not limited to, remedies for violation for a building permit), provided, however, that the City's DBI and Fire Department shall have no liability whatsoever hereunder with respect to the condition of the Burdened Property. Project Sponsor shall be responsible for all costs associated with any claims, damages, liabilities or losses which arise from the approvals of the Project by City's DBI and Fire Department based on this Agreement.

6. **No Public Dedication; Enforcement.** Nothing contained herein shall be deemed to be a gift or dedication to the general public or for any public purposes whatsoever, it being the intention that this Agreement be strictly limited to and for the purposes expressed. Grantee, but not the general public, shall have all rights and remedies at law and in equity in order to enforce the terms of this Agreement. All rights and remedies available to Grantee under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other available right or remedy.

7. **Insurance Requirements.** Prior to its initial use of the Easement Area Grantee shall obtain and shall thereafter maintain during the entire term of this Agreement in full force, at Grantee's sole expense, the following insurance as provided in this Section against claims which may arise out of or result from use of the Easement Area by Grantee or Grantee Parties or failure of Grantee to perform its obligations under this Agreement. All insurance shall be written by companies that are authorized to write business in the State of California and have, at all times a Best's rating of "A- X" or better by AM Best & Company, and with coverage and policy limits as Grantor may reasonably require (unless otherwise specified herein):

a. Commercial General Liability insurance written on Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG 00 01 or another Commercial General Liability "occurrence" form providing equivalent coverage and including Broad Form Comprehensive General Liability coverage, blanket contractual liability coverage, Independent Contractors coverage, coverage for bodily injury (including death), property damage (including loss of use thereof) and products and completed operations with limits of not less than \$1,000,000 per occurrence.

b. Commercial auto liability for all owned, hired and non-owned vehicles brought onto the Easement Area with combined single limits of not less than \$1,000,000 per occurrence.

c. Worker's Compensation insurance as required by the State of California.

d. Employer's liability insurance on all employees, for occupational accidents or disease, with limits of not less than \$1,000,000 per occurrence.

e. Umbrella/Excess Liability coverage written on a follow form basis in excess of the Commercial General Liability, Commercial Auto and Employer's Liability required under this section such that when added to the Commercial General Liability provided pursuant to paragraph (a) above, the Grantee maintains total Commercial General Liability coverage equal to not less than Five Million Dollars (\$5,000,0000) per occurrence.

f. Any other insurance required by applicable federal state, or local laws.

Required limits may be provided by a combination of primary and/or umbrella/excess policies, provided that all other terms and conditions of this Section are complied with. Grantee shall name Grantor, the Grantor Parties and their respective affiliates and agents (including the owner of any individual property) as Additional Insureds under the policies required in clauses (a), (b), (d) and (e) above. All policies shall provide for (i) at least thirty (30) days written notice to Grantee and Grantor prior to cancellation, and (ii) at least ten (10) days written notice to Grantee and Grantor for cancellation due to non-payment of applicable premiums. All policies of insurance shall contain full waivers of subrogation in favor of Grantor and related parties. Grantee's insurance coverage shall be primary insurance with respect to any other insurance or self- insurance programs maintained by Grantor related parties, and such other insurance or self- insurance programs shall be excess and non-contributory. Prior to its initial use of the Easement Area, Grantee shall deliver to Grantor an ACORD certificate evidencing the coverage provided by each policy and provide replacement certificates prior to the expiration of any required coverage (but in any event not less frequently than once per calendar year). Grantee, at its sole cost and expense, shall be responsible for the payment of any deductibles or retentions associated with the insurance set forth in these requirements, without reimbursement from Grantor.

Notwithstanding anything to the contrary above, Grantor acknowledges that the City maintains a program of self-insurance and will self-insure for the risks described above and, accordingly, shall not be obligated to purchase any third-party commercial liability insurance or property insurance under this Agreement.

8. **Litigation Expenses.**

a. **General.** If either party hereto brings an action or proceeding (including any cross-complaint, counterclaim, or third-party claim) against the other party by reason of a default, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing party" within the meaning of this Section 8 shall include without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

b. **Appeal.** Attorneys' fees under this Section shall include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action.

c. **Fee Award for City's Attorneys.** For purposes of this Agreement, reasonable fees of attorneys of the City's Office of City Attorney shall be based on the fees regularly charged by private attorneys with an equivalent number of hours of professional experience in the subject matter area of the law for which City's counsel's services were rendered who practice in the City and County of San Francisco, State of California, in law firms with approximately the same number of attorneys as employed by the Office of City Attorney.

9. **Notices.** Any notice or consent required or permitted to be given by this Agreement shall be in writing and shall be deemed to be given upon (i) hand delivery, against receipt, (ii) one (1) business day after being deposited with a reliable overnight courier service, or (iii) four (4) business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

City: Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property
Re: 160 Freelon Street

Project Sponsor: 160 Freelon Housing Partners, L.P.
44 Montgomery Street, Suite 1310
San Francisco, CA 94104
Attn: Ann Silverberg

With a copy to: San Francisco Housing Development Corporation
4439 3rd Street
San Francisco, CA 94124
Attn: Chief Executive Officer

Grantor: 598 Brannan Street Phase 1, L.L.C.
c/o Tishman Speyer
One Bush Street, Suite 500
San Francisco, California 94104
Attn: Veronica Klein

With a copy to: 598 Brannan Street Phase 1, L.L.C.
c/o Tishman Speyer
45 Rockefeller Plaza, 27th Floor
New York, NY 10011
Attn: General Counsel
E-mail: GeneralCounsel@TishmanSpeyer.com

and a copy to: Karavas Kiely Schloss & Whitman LLP
1800 Century Park East, Suite 200
Los Angeles, CA 90067
Attention: Michael J. Kiely, Esq.
E-mail: mkiely@kkslawyers.com

or to such other address as either party may from time to time specify to the other upon five (5) days prior written notice in the manner specified above.

10. **Exculpation.**

a. **Grantor Exculpated Parties.** Notwithstanding anything appearing to the contrary in this Agreement, no present or future direct or indirect partner, member or shareholder of Grantor, or any officer, director, agent, member, manager, personal representative, trustee, beneficiary, employee, heirs, successors and assigns of any such direct or indirect partner, member or shareholder (collectively, the “**Grantor Exculpated Parties**”), shall be personally liable for any debts or other obligations of Grantor or in respect of any claims against Grantor arising under this Agreement and any such debts, obligations or claims shall be satisfied solely out of the assets of Grantor as of the date any such Claim is made. No personal judgment shall be sought or obtained against any Grantor Exculpated Party other than Grantor as of the date of such judgment. The limitations of liability contained in this Section 10(a) shall inure to the benefit of the Grantor Exculpated Parties’ present and future members, partners, shareholders, beneficiaries, officers, directors, trustees, agents and employees, and their respective members, partners, shareholders, heirs, successors and assigns. Notwithstanding any contrary provision herein, neither Grantor nor the Grantor Exculpated Parties shall be liable under any circumstances for consequential damages, including, without limitation, loss of profits, rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

b. **Project Sponsor Exculpated Parties.** Notwithstanding anything appearing to the contrary in this Agreement, no present or future direct or indirect partner, member or shareholder of Grantee, or any officer, director, agent, member, manager, personal representative, trustee, beneficiary, employee, heirs, successors and assigns of any such direct or indirect partner, member or shareholder (collectively, the “**Project Sponsor Exculpated Parties**”), shall be personally liable for any debts or other obligations of Project Sponsor or in respect of any claims against Project Sponsor arising under this Agreement and any such debts, obligations or claims shall be satisfied solely out of the assets of Project Sponsor as of the date any such Claim is made. No personal judgment shall be sought or obtained against any Project Sponsor Exculpated Party other than Project Sponsor as of the date of such judgment. The limitations of liability contained in this Section 10(b) shall inure to the benefit of the Project Sponsor Exculpated Parties’ present and future members, partners, shareholders, beneficiaries, officers, directors, trustees, agents and employees, and their respective members, partners, shareholders, heirs, successors and assigns. Notwithstanding any contrary provision herein, neither Project Sponsor nor the Project Sponsor Exculpated Parties shall be liable under any circumstances for consequential damages, including, without limitation, loss of profits, rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

c. **City Exculpated Parties.** Notwithstanding anything appearing to the

contrary in this Agreement, no , no present or future board, commission, department, agency, or other subdivision of the City, including, without limitation, DBI, nor any commissioner, director, officer, employee, heir, successors or assigns of any of the foregoing (collectively, the “**City Exculpated Parties**”), shall be personally liable for any debts or other obligations of City or in respect of any claims against City arising under this Agreement and any such debts, obligations or claims shall be satisfied solely out of the assets of City. No personal judgment shall be sought or obtained against any City Exculpated Party other than City. The limitations of liability contained in this Section 10(c) shall inure to the benefit of the City Exculpated Parties and their respective heirs, successors and assigns. Notwithstanding any contrary provision herein, neither City nor the City Exculpated Parties shall be liable under any circumstances for consequential damages, including, without limitation, loss of profits, rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

11. **Entire Agreement.** This Agreement contains the entirety of the terms and conditions relevant to the grant of the Easements and the maintenance and uses of the Easement Area. This Agreement supersedes all prior drafts, negotiations and communications with respect to it.

12. **Amendment.** This Agreement may not be modified, changed, supplemented or terminated, nor may any of the obligations hereunder be waived, except in a written instrument signed by Grantee and Grantor. The Cornice Easement and the Door Swing Easement have been granted in order to satisfy the requirements of the Code in effect as of the date hereof and to obtain the approval by DBI of the building permit application for the development and construction of the Project. Any such modification, revocation or termination shall not be effective unless and until the Director of DBI or his/her designee and the San Francisco Fire Marshal and his/her designee, if applicable, consent thereto in writing after receiving written notice thereof from Grantor or Grantee, and such modification, revocation or termination, executed by Grantor and Grantee, the Director of DBI, and the Fire Marshal and his/her designee, if applicable, is recorded in the Official Records of the City. Any amendments or modifications hereof, whenever made, shall be superior to any and all liens to the same extent as this Agreement as if such amendment or modification had been executed concurrently herewith.

13. **Severability.** If any provision of this Agreement conflicts with applicable law or is declared invalid, such provision shall be severed from the document and the remainder shall continue to be given full force and effect.

14. **Governing Law.** This Agreement shall be governed by, construed in accordance with, and interpreted under the law of the State of California.

15. **Recitals and Exhibits.** Any and all recitals at the beginning of this Agreement are accurate and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals. Any and all exhibits, schedules, and addenda attached to and referred to in this Agreement are hereby incorporated into this Agreement as if fully set forth in their entirety herein.

16. **Successors and Assigns.** This Agreement shall inure to the benefit of any successor in interest as owner or owners of the real property comprising any portion or portions of the real property described in this Agreement. For the avoidance of doubt, the term Project

Sponsor shall refer to the initial Project Sponsor named above, any successor in interest of the initial Project Sponsor named above (or any subsequent Project Sponsor) as the ground lessee under the Ground Lease, or any other holder of a ground lease interest in the Benefitted Parcel, as applicable during the period in which such party holds such leasehold title in the Benefitted Parcel.

17. **Execution in Counterparts.** This Agreement may be executed and delivered in counterparts, each of which shall be deemed an original agreement, and all of which shall constitute one agreement.

18. **Compliance With Laws.** Grantor, at Grantor's expense, shall comply with all laws, statutes, ordinances, rules and regulations of federal, state and local authorities (including, without limitation, City itself) having jurisdiction over the Door Swing Easement Area, now in force or hereafter adopted, with respect to the use by the public, if applicable, of the Easement Area under the authority of the Easements herein granted. Grantee, at Grantee's expense, shall comply with all laws, statutes, ordinances, rules and regulations of federal, state and local authorities (including, without limitation, City itself) having jurisdiction over the Easement Area, now in force or hereafter adopted, with respect to the use of the Easement Area under the authority of the Easements herein granted.

19. **Default.** The failure to perform any covenant or obligation of a party hereunder and to cure such non-performance within thirty (30) days of written notice by the party to whom performance is owed shall constitute a default hereunder, provided that if more than thirty (30) days are reasonably required for such cure, no event of default shall occur if the defaulting party commences such cure within such period and diligently prosecutes such cure to completion. Upon such default, the non-defaulting party shall be entitled to all remedies and means to cure or correct such default, both legal and equitable, allowed by operation of law except termination of the easement herein granted. Grantor shall accept performance by or at the instigation of the limited partner of Grantee in fulfillment of Grantee's obligations, for the account of Grantee and with the same force and effect as if performed by Grantee, provided that such performance is rendered within the time periods set forth above.

20. **Burden on Land.** Each of the Easements, limitations, restrictions, reservations, rights, conditions, and covenants created by this Agreement shall run with the land and shall be binding upon and inure to the benefit of each having any fee, leasehold or other interest in the real property described herein or any part thereof. The real property described herein is to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the easements, limitations, restrictions, reservations, rights, easements, conditions and covenants under this Agreement, all of which are imposed as equitable servitudes upon the real property described herein.

21. **Duration.** The Easements, limitations, restrictions, reservations, rights, conditions, and covenants created by in this Agreement shall be perpetual, unless modified, revoked or terminated pursuant to the terms set forth herein.

[Signature pages follow]

IN WITNESS WHEREOF, this Agreement is executed as of the date and year set forth hereinabove.

GRANTOR: **598 BRANNAN STREET PHASE 1, L.L.C.,**
a Delaware limited liability company

By: _____

Name: _____

Title: _____

PROJECT SPONSOR: **160 FREELON HOUSING PARTNERS, L.P.,**
a California limited partnership

By: Related/160 Freelon Development Co., LLC,
a California limited liability company,
its Administrative General Partner

By: _____

Name: Ann Silverberg

Title: President

By: SFHDC 160 Freelon LLC,
a California limited liability company,
its Managing General Partner

By: San Francisco Housing Development Corporation,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____

Name: David Sobel

Title: Chief Executive Officer

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

Name: Andrico Q. Penick

Title: Director of Real Property

By: _____

Name: Eric Shaw

Title: Director of the Mayor's Office of Housing and Community Development

APPROVED AS TO FORM:

DAVID CHIU

City Attorney

By: _____

Jessica Cassella

Deputy City Attorney

APPROVED:

DIRECTOR OF THE DEPARTMENT OF BUILDING INSPECTION

By: _____

Name: _____

FIRE MARSHALL

By: _____

Name: _____

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____

Robb Kapla

Deputy City Attorney

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.

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 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.

WITNESS my hand and official seal.

Acknowledgment

CERTIFICATE OF ACKNOWLEDGMENT
OF NOTARY PUBLIC

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 _____, 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 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}

CERTIFICATE OF ACKNOWLEDGMENT **OF NOTARY PUBLIC**

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 _____, 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 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}

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.

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 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.

WITNESS my hand and official seal.

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.

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 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.

WITNESS my hand and official seal.

Acknowledgment

Schedule 1

Legal Description of Burdened Property

[Attached on following pages]

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

TRACT ONE: 598 BRANNAN STREET

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF FIFTH STREET AND THE NORTHWESTERLY LINE OF BRANNAN STREET; RUNNING THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF FIFTH STREET 355 FEET TO THE SOUTHEASTERLY LINE OF WELSH STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF WELSH STREET 275 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 355 FEET TO THE NORTHWESTERLY LINE OF BRANNAN STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID LINE OF BRANNAN STREET 275 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF 100 VARA BLOCK 376.

APN: 3777-045

TRACT TWO: 649-651 BRYANT STREET

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF BRYANT STREET, DISTANT THEREON SOUTHWESTERLY 480.802 FEET FROM THE SOUTHWESTERLY LINE OF FOURTH STREET; RUNNING THENCE ALONG SAID LINE OF BRYANT STREET SOUTHWESTERLY 69.198 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 275 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 69.198 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 275 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF 100 VARA BLOCK NO. 376.

APN: 3777-050

TRACT THREE: 645 BRYANT STREET

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF BRYANT STREET, DISTANT THEREON SOUTHWESTERLY 412 FEET AND 6 INCHES FROM THE SOUTHWESTERLY LINE OF FOURTH STREET; RUNNING THENCE ALONG SAID LINE OF BRYANT STREET SOUTHWESTERLY 68.302 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 275 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 68.302 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 275 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF 100 VARA BLOCK NO. 376.

APN: 3777-051

TRACT FOUR: 639 BRYANT STREET

COMMENCING AT A POINT ON THE SOUTHEASTERLY LINE OF BRYANT STREET DISTANT THEREON 275 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF 4TH STREET, AND RUNNING THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF BRYANT STREET 137 FEET 6 INCHES; THENCE AT RIGHT ANGLES SOUTHEASTERLY 275 FEET; THENCE AT RIGHT ANGLES SOUTHWESTERLY 137 FEET 6 INCHES; THENCE AT RIGHT ANGLES SOUTHEASTERLY 80 FEET TO THE NORTHWESTERLY LINE OF FREELON STREET, IF EXTENDED; THENCE AT RIGHT ANGLES NORTHEASTERLY 275 FEET; AND THENCE AT RIGHT ANGLES NORTHWESTERLY 355 FEET TO THE SOUTHEASTERLY LINE OF BRYANT STREET AND THE POINT OF COMMENCEMENT.

BEING A PORTION OF 100 VARA LOTS NOS. 180 AND 186 IN 100 VARA BLOCK NO. 376.

EXCEPTING THEREFROM ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED APRIL 30, 2020, IN DOCUMENT NO. 2020-K927581, OFFICIAL RECORDS, AND AS SHOWN AS PARCEL A ON RECORD OF SURVEY 12420 FILED JANUARY 10, 2025, IN BOOK JK OF SURVEY MAPS, AT PAGES 174-176, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEASTERLY LINE OF BRYANT STREET (82.50 FEET WIDE), DISTANT THEREON 275.00 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF 4TH STREET (82.50 FEET WIDE), SAID POINT OF COMMENCEMENT BEING THE MOST NORTHERLY CORNER OF THE LANDS DESCRIBED IN SAID QUITCLAIM DEED; THENCE SOUTHEASTERLY AT A RIGHT ANGLE TO SAID LINE OF BRYANT STREET, ALONG THE NORTHEASTERLY LINE OF THE LANDS DESCRIBED IN SAID QUITCLAIM DEED, 195.12 FEET TO THE TRUE POINT OF BEGINNING, SAID TRUE POINT OF BEGINNING BEING ON THE SOUTHEASTERLY LINE OF WELSH STREET (35.00 FEET WIDE); THENCE CONTINUING SOUTHEASTERLY AT A RIGHT ANGLE TO SAID LINE OF BRYANT STREET, ALONG THE NORTHEASTERLY LINE OF THE LANDS DESCRIBED IN SAID QUITCLAIM DEED, 160.21 FEET TO THE NORTHWESTERLY LINE OF FREELON STREET (35.00 FEET WIDE); THENCE AT A RIGHT ANGLE SOUTHWESTERLY, ALONG SAID LINE OF FREELON STREET 81.71 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 160.21 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 81.71 FEET TO THE TRUE POINT OF BEGINNING.

BEING A PORTION OF 100 VARA BLOCK 376

APN 3777-177

TRACT FIVE:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF WELSH STREET (35.00 FEET WIDE), DISTANT THEREON 275.00 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF 5TH STREET (82.50 FEET WIDE); THENCE NORTHEASTERLY ALONG SAID LINE OF WELSH STREET 0.71 FEET TO A POINT THAT IS PERPENDICULARLY DISTANT 550.00 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF 4TH STREET (82.50 FEET WIDE); THENCE SOUTHEASTERLY, AT A RIGHT ANGLE TO SAID LINE OF WELSH STREET, 160.25 FEET TO THE NORTHWESTERLY LINE OF FREELON STREET (35.00 FEET WIDE); THENCE AT A RIGHT ANGLE SOUTHWESTERLY, ALONG SAID LINE OF FREELON STREET, 0.71 FEET TO A POINT THAT IS PERPENDICULARLY DISTANT 275.00 FEET NORTHEASTERLY FROM SAID NORTHEASTERLY LINE OF 5TH STREET; THENCE NORTHWESTERLY, AT A RIGHT ANGLE TO SAID LINE OF FREELON STREET 160.25 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF 100 VARA BLOCK 376.

APN: (NOT CURRENTLY ASSESSED)

EXCLUDING THEREFROM:

PARCEL A AS SET FORTH ON RECORD OF SURVEY 12420, RECORDED ON JANUARY 10, 2025, AS DOCUMENT NO. 20250011710, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

Schedule 2
Legal Description of Benefitted Parcel

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL A AS SET FORTH ON RECORD OF SURVEY 12420, RECORDED ON JANUARY 10, 2025, AS DOCUMENT NO. 20250011710, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

APN: 3777-178

Exhibit A

Legal Description and Depiction of Door Swing Easement Area

S-9445

LEGAL DESCRIPTION

"ENCROACHMENT EASEMENT FOR DOOR SWING"

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

COMMENCING AT A POINT ON THE NORTHWESTERLY LINE OF FREELON STREET (35.00 FEET WIDE), DISTANT THEREON 275.00 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF 4TH STREET (82.50 FEET WIDE); THENCE NORTHWESTERLY AT A RIGHT ANGLE TO SAID LINE OF FREELON STREET 160.21 FEET TO THE MOST SOUTHERLY CORNER OF WELSH STREET (35.00 FEET WIDE); THENCE AT A RIGHT ANGLE SOUTHWESTERLY, PARALLEL WITH SAID LINE OF FREELON STREET, 10.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY, PARALLEL WITH SAID LINE OF FREELON STREET, 17.40 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 3.83 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 17.40 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 3.83 FEET TO THE TRUE POINT OF BEGINNING.

BEING A PORTION OF 100 VARA BLOCK 376

CONTAINING 67± SQ.FT.

THIS DESCRIPTION WAS PREPARED BY ME IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

OCTOBER 15, 2024

BENJAMIN B. RON, PLS 5015

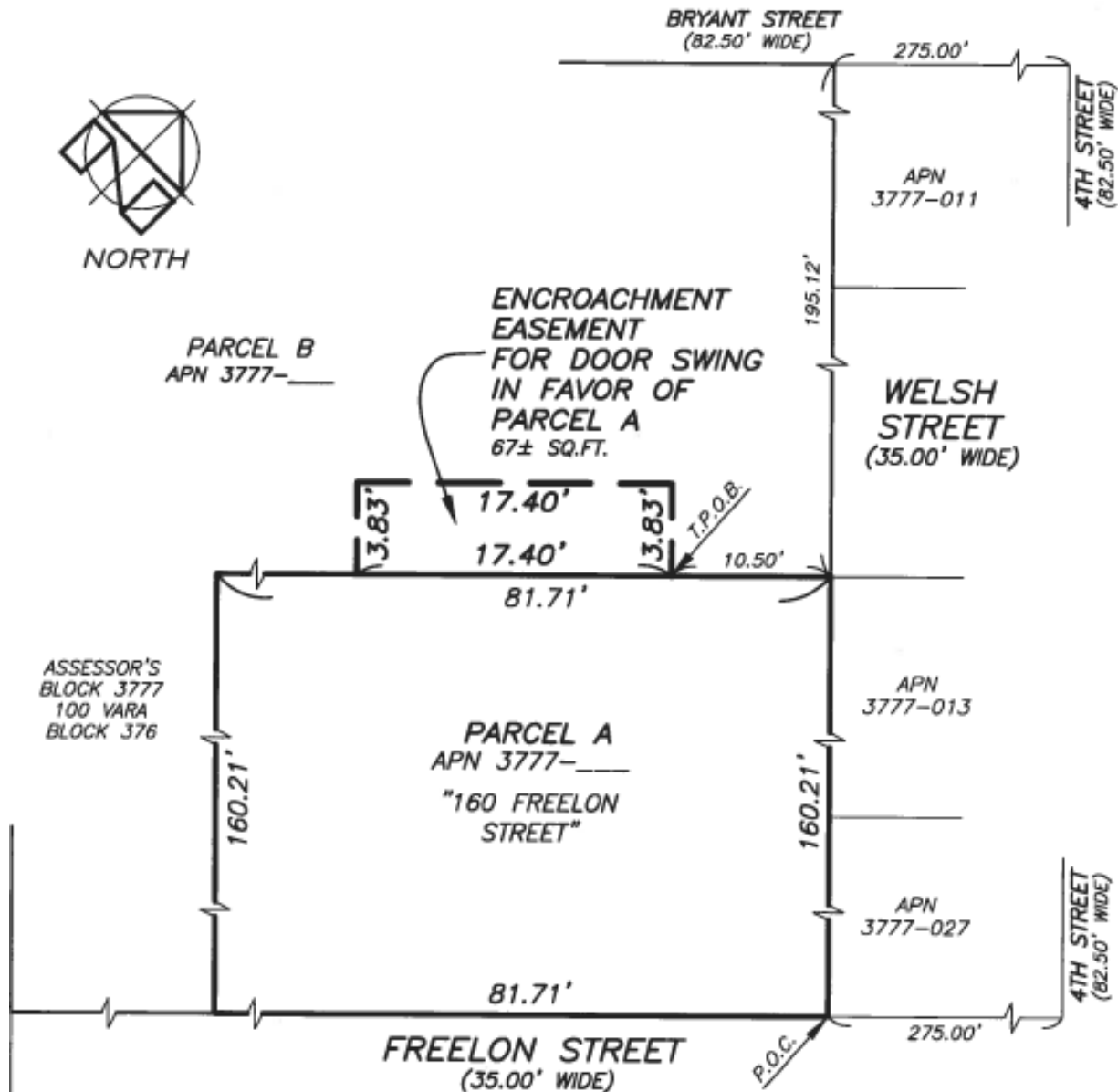


Exhibit B

Legal Description and Depiction of Cornice Easement Area

S-9445

LEGAL DESCRIPTION

"ENCROACHMENT EASEMENT FOR 2 BUILDING CORNICES"

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

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF FREELON STREET (35.00 FEET WIDE), DISTANT THEREON 356.71 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF 4TH STREET (82.50 FEET WIDE); THENCE SOUTHWESTERLY ALONG SAID LINE OF FREELON STREET 2.00 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 160.21 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 2.00 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 160.21 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF 100 VARA BLOCK 376

CONTAINING 320± SQ.FT.

THIS DESCRIPTION WAS PREPARED BY ME IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

OCTOBER 15, 2024

BENJAMIN B. RON, PLS 5015

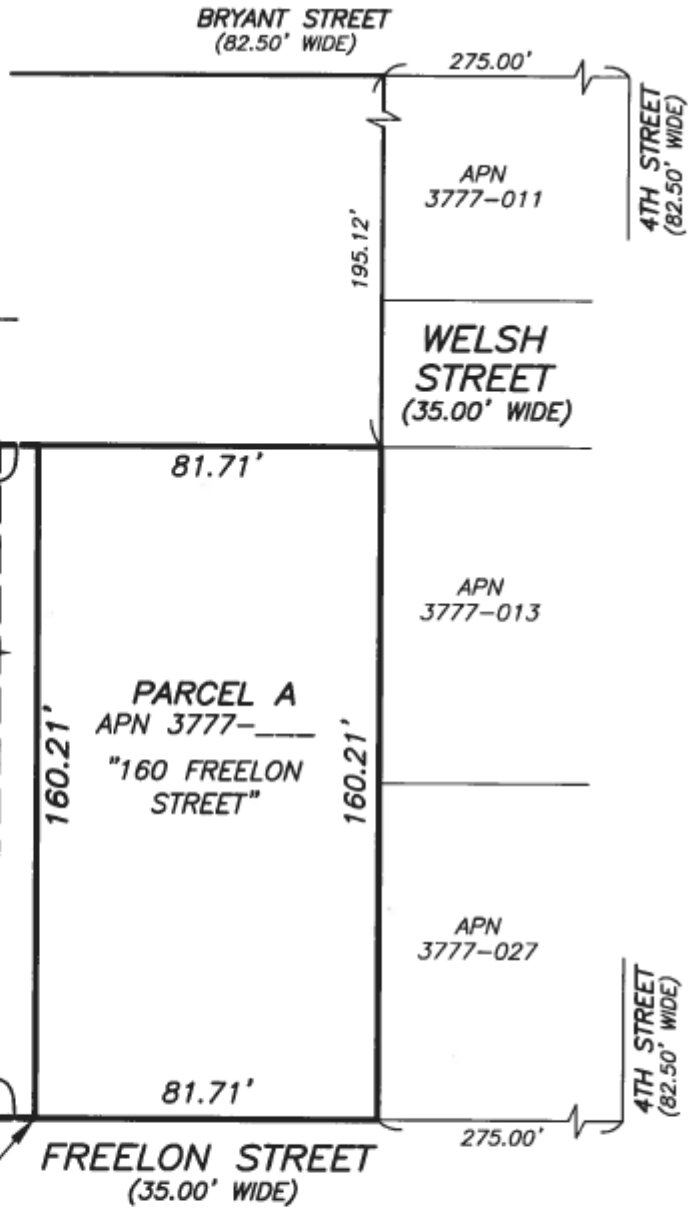


NORTH

PARCEL B
APN 3777-___

ENCROACHMENT
EASEMENT FOR
2 BUILDING
CORNICES
IN FAVOR OF
PARCEL A
320± SQ.FT.

ASSESSOR'S
BLOCK 3777
100 VARA
BLOCK 376



LEGEND

APN ASSESSOR'S
PARCEL NUMBER
P.O.B. POINT OF BEGINNING
— PARCEL A PROPERTY LINE
— PARCEL B PROPERTY LINE
— LOT LINE/RIGHT OF WAY LINE
- - - EASEMENT LINE

NOTES

1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. ALL ANGLES ARE 90 DEGREES UNLESS NOTED OTHERWISE.
3. PARCELS A AND B ARE AS SHOWN ON
RECORD OF SURVEY _____.

DRAFT

DATE: 10/15/24

SAN FRANCISCO,
CALIFORNIA

ENCROACHMENT EASEMENT FOR 2 BUILDING CORNICES

BY JP CHKD. BR DATE 9-___-24 SCALE NONE SHEET 1 OF 1 JOB NO. S-9445

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543-4500
S-9445_ESMT PLATS_PM WAIVER PARCEL A.dwg