

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

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

No fee for recording pursuant to Government
Code Section 27383

[Portion of] APN Block [____], Lot
[_____]

[Space Above for Recorder's Use]

EASEMENT AGREEMENT

(Phase 3 - Brookdale Avenue Extension)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body corporate and politic ("**Grantor**"), grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation and its successors and assigns ("**City**"), a perpetual easement for public street and utility purposes, over, across, and under Grantor's certain real property, which is located in San Francisco, California and described and depicted in attached Exhibit A (the "**Easement Area**"), which shall be referred to hereafter as the "**Easement**."

1. Nature of Easement. The Easement is a perpetual, non-exclusive easement in gross for the right to use, and guarantee availability for use, of the Easement Area for public street and utility purposes. The Easement Area connects the new Brookdale Avenue street alignment constructed within Lot J on Final Map No. 12077 to the existing Brookdale Avenue street alignment located outside of the Final Map boundary. If the public street within the Easement Area is realigned as part of future phases of the redevelopment of the Sunnysdale HOPE SF Project, the Easement may be terminated on the conditions specified in Section 5 below.

2. Use. The Easement is part of City's dedicated right of way until terminated (if at all) on the conditions specified in Section 5 below. City's Easement rights shall include all public street and utility uses, including but not limited to the same City activities and uses in the portion of the City dedicated right of way abutting the Easement Area or are otherwise necessary for the full enjoyment and accomplishment of the purposes of the Easement. City's Easement rights 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.

3. Right to Trim and Cut Trees and Vegetation; Full Enjoyment. City shall have the right, but not the obligation, to trim and cut trees and vegetation, if any, that may affect City's Easement rights or pose a hazard to any existing or future City-owned or requested utilities or improvements, and the right to do such other things as are necessary for the full enjoyment and

accomplishment of the purposes of the Easement, which shall include, where applicable, but are not be limited to, paving, street base, signage, traffic controls, striping, parking meters, water, sewer, power, gas, and communications facilities or any accessories or appurtenances thereto.

4. Non-City Use. Until the Easement is terminated (if at all) pursuant to Section 5 below, any non-City party must obtain all required permits from City's Department of Public Works before installing improvements or performing work within the Easement Area.

5. Termination. The Easement will terminate on issuance of a notice of termination or executed quitclaim deed by the City Public Works Director ("**PW Director**") (i) following City acceptance of replacement street improvements for the realigned street included within the Easement Area; or (ii) on such earlier date in the PW Director's discretion, in consultation with the affected City departments, if the Easement is no longer needed by the City due to adequate alternative public street and utility access.

6. Exhibit. The exhibit referenced in and attached to this Easement Agreement is incorporated into and made a part of this Easement Agreement.

7. HUD Requirements. The parties acknowledge and agree that this Agreement 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 the Grantor (Owner) 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 Grantor and HUD (the "Public Housing Project") or other assets of the Grantor, including and Housing Choice Voucher ("HCV") related assets of the Grantor. 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 Grantor; (2) any operating receipts (as the term "operating receipts" is defined in ACC), HCV receipts or Capital or Operating Funds of Grantor; (3) any public housing operating reserve of Grantor reflected Grantor's annual operating budget and required under the ACC, or (4) any other asset of the Grantor related to the 1937 Act. Should any assets of the Grantor 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), the Grantor may terminate this agreement. In addition, if HUD determines that the agreement does not comply with federal public housing requirements, the Grantor may terminate this Easement.

d. HUD is not a Guarantor. HUD is not a Guarantor of the Grantor and is not liable for the actions of the Grantor under this Easement.

e. No Assignment Rights or Rights of Mortgage or Security Interests. The agreement 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.

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

[SIGNATURE PAGES FOLLOW]

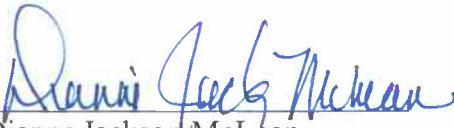
Executed as of this _____ day of _____, 20__.

GRANTOR:

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

By: 
Name: Germaine Tonia Lediju
Title: Chief Executive Officer

APPROVED AS TO FORM AND
LEGALITY:

By: 
Dianne Jackson McLean
Goldfarb & Lipman LLP
Special Counsel to Authority

CITY:

CITY AND COUNTY OF SAN
FRANCISCO,
a municipal corporation

By: _____
Andrico Q. Penick
Director of Property

RECOMMENDED:

By: _____
Carla Short
Director, San Francisco Public Works

APPROVED AS TO FORM:

DAVID CHIU,
City Attorney

By: _____
Jessie Alfaro-Cassella
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: _____
William E. Blackwell Jr., PLS 8251
Acting City & County Surveyor

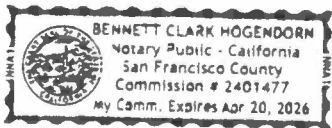
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF San Francisco)

On November 13, 2024, before me, Bennett Hogendorn, Notary Public, personally appeared Germaine Tonia Lediju aka Tonia Lediju, 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.



B. Hogendorn
Name: Bennett Hogendorn
Notary Public

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Easement Agreement, dated _____, 20__, to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Ordinance No. _____, approved _____, and the City consents to recordation thereof by its duly authorized officer.

Dated: _____, 20__

CITY AND COUNTY OF SAN
FRANCISCO,
a municipal corporation

By: _____
Andrico Q. Penick
Director of Property

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 California)

) ss

County of San Francisco)

On _____, before me, _____, a notary public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA (BROOKDALE AVENUE EXTENSION)

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

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF LOT K AND THE WESTERLY LINE OF LOT J, AS SHOWN ON THAT MAP ENTITLED, "FINAL MAP 12077", FILED _____, 2024, IN BOOK ____ OF FINAL MAPS, PAGES ____ THROUGH _____, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO; THENCE ALONG SAID LINE OF LOT J, SOUTH 19°24'00" WEST 93.49 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE OF LOT J, SOUTH 19°24'00" WEST 191.31 FEET; THENCE CONTINUING ALONG SAID LINE OF LOT J, SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 413.00 FEET, THROUGH A CENTRAL ANGLE OF 12°11'35", AN ARC LENGTH OF 87.89 FEET TO THE EASTERLY LINE OF SANTOS STREET (56 FEET WIDE), AS SAID STREET IS 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 SAID EASTERLY LINE OF SANTOS STREET, NORTH 03°28'00" WEST 71.15 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE OF SANTOS STREET, NORTHERLY AND NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 65°25'30", AN ARC LENGTH OF 228.38 FEET TO SAID WESTERLY LINE OF LOT J AND THE TRUE POINT OF BEGINNING.

CONTAINING 9,833 SQUARE FEET, MORE OR LESS.

EXHIBIT A-1 ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

PREPARED BY:
MARTIN M. RON ASSOCIATES, INC
AUGUST 29, 2024


BRUCE A. GOWDY, P.L.S.
BROOKDALE ROW ESM7.DOCX
08 29 24



EXHIBIT A-1

PLAT OF EASEMENT AREA (BROOKDALE AVENUE EXTENSION)



NOTE

UNLESS OTHERWISE INDICATED, THE LOTS SHOWN HEREON ARE PER "FINAL MAP 12077", FILED 2024, BOOK _____ OF FINAL MAPS, PAGES _____ SAN FRANCISCO COUNTY RECORDER.

LEGEND

T.P.O.B. TRUE POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
(R) RADIAL

