

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

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

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

APN: 7331-253

SPACE ABOVE FOR RECORDER'S USE

NOTICE OF SPECIAL RESTRICTIONS

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

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

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

C. Section 6.1.1 of the Development Agreement further requires that City and Developer make certain real property transfers in order to reconfigure the public rights-of-way within the Project. The real property transfers described in Section 6.1.1 of the Development Agreement are shown in Exhibit J of the Development Agreement. Section 6.1.1 of the

Development Agreement requires that the real property transfers to be completed in each Development Phase shall be set forth in each applicable Development Phase Approval.

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

E. The Development Phase Approval for Development Phase 1 of the Project contemplates certain real property transfers as part of Subphases 1A and 1B of the Project, which are effectuated by Board of Supervisors Ordinance No. 183-16.

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

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

H. This Notice satisfies that certain condition of approval for the tentative subdivision maps for Subphases 1A and 1B of the Project (Tentative Maps 8530, 8531, and 8532), which reads as follows:

Where a future phase of development anticipates a future dedication of right of way adjacent to a street shown on a tentative map as being partially improved, the Subdivider shall, prior to submittal of a Final Map mylar, but after acceptance and recordation of a Street Vacation Deed, record a Notice of Restrictions on those strips of land anticipated to be needed for the ultimate street construction as agreed upon in the Development Agreement, subject to the review and approval of the City Attorney.

I. In addition, this Notice satisfies that requirement of the Street Vacation Ordinance #183-16 and the Subdivision Requirements, Exhibit M of the Development Agreement.

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

1. Street Dedication. The Property is shown in Exhibit J of the Development Agreement as a future area of dedication to the City and it is depicted as a future public right-of-way in the Parkmerced Special Use District. Accordingly, City may require that the Property be dedicated to the City in the event that an Owner files any building permit application to demolish

the existing improvements on the Property and construct new improvements. If the Development Agreement is in effect at the time of an Owner's offer of dedication of the Property to the City, the City and Owner shall process a property exchange consistent with Development Agreement Sections 6.1.1 and 6.1.2. If the Development Agreement is not in effect at the time of an Owner's offer of dedication of the Property to the City, the City and Owner may elect to discuss a property exchange. Any property exchange must be consistent with the Parkmerced Special Use District.

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

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

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

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

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

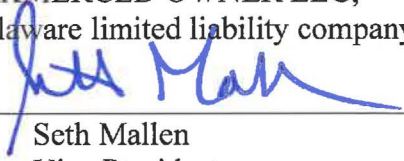
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

DEVELOPER:

PARKMERCED OWNER LLC,
a Delaware limited liability company

By: _____


Seth Mallen
Vice President

Acknowledged and Agreed:

CITY:

CITY AND COUNTY OF
SAN FRANCISCO,
a municipal corporation

By: _____

Mohammed Nuru
Director of Public Works

Approved as to form
DENNIS HERRERA, City Attorney

By: _____


Deputy City Attorney

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
County of San Francisco)

On 11.3.17 before me, Grace Simpson, Notary Public
(insert name and title of the officer)

personally appeared Seth Mallen,
who proved to me on the basis of satisfactory evidence to be the person~~(e)~~ whose name~~(e)~~ 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)



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
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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 the Property

[Attached]



**ENGINEERS
SURVEYORS
PLANNERS**

November 3, 2017
BKF No. 20090086-54

**LEGAL DESCRIPTION
EXHIBIT A
STREET DEDICATION NOTICE OF SPECIAL RESTRICTION
BLOCK 7331**

All that certain real property situated in the City and County of San Francisco, State of California, being a portion of Block 7331 as shown on that certain map entitled "RECORD OF SURVEY MAP NO. 8641" filed August 24, 2015, as Document Number 2015K114105, in the Office of the Recorder of the City and County of San Francisco, State of California, and being more particularly described as follows:

BEGINNING at the northwesterly terminus of the course labeled "S52°33'48"E 438.828 feet" on the northeasterly line of Block 7331 as said course and said block are shown on said map (see sheet 17 of 20);

Thence southeasterly along the northeasterly line of said Block 7331 for the following two (2) courses:

1. South 52°33'48" East, 438.83 feet to the beginning of a tangent curve to the right;
2. Along said curve, along said line of Block 7331, having a radius of 22.00 feet, through a central angle of 58°29'05", for an arc length of 22.46 feet;

Thence leaving said northeasterly line of Block 7331, North 52°33'48" West, 480.60 feet to said northeasterly line of Block 7331 and being the beginning of a non-tangent curve concave northerly whose radius point bears North 23°33'26" East;

Thence easterly along said northeasterly line along said non-tangent curve having a radius of 68.50 feet, through a central angle of 21°17'01", for an arc length of 25.45 feet to the **POINT OF BEGINNING**.

Containing an area of 4,848 square feet, more or less.

Horizontal Datum & Reference System

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



November 3, 2017
BKF No. 20090086-54

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

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



Alex Calder

Alex M. Calder, PLS 8863

11/10/2017
Date

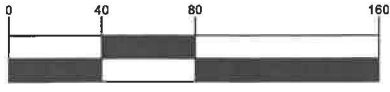
END OF DESCRIPTION

APPROVED LEGAL DESCRIPTION:

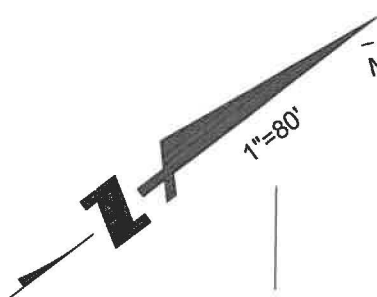
By: *Bruce R. Storrs FOR*

Bruce R. Storrs
City and County Surveyor

GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.



R=68.50'
Δ= 21°17'01"
L=25.45'

CAMBON DRIVE

N23°33'26"E (R)

POINT OF BEGINNING

1"=80'

10.50'

N52°33'48"W 480.60'
S52°33'48"E 438.83'
(438.828')R1

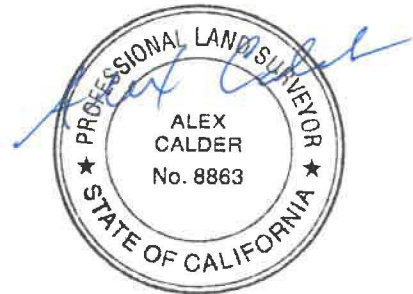
FONT BOULEVARD

7331
(APN 7331-253)

7326

11/10/2017

N.S.R. STREET DEDICATION
4,848 SQ.FT.±



10.50'

REFERENCE:

R1 FF MAPS 110-129

R=22.00'
Δ= 58°29'05"
L=22.46'

CHUMASERO DRIVE



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

PLAT TO ACCOMPANY LEGAL DESCRIPTION
N.S.R. STREET DEDICATION
BLOCK 7331 - PARKMERCED

Drawn AGR
Job No. 20090086-54

Checked DCJ
Date 11/10/17

Approved AMC
Sheet 3 of 3