

RECORDING REQUESTED BY:
City and County of San Francisco
Director of Property
25 Van Ness Avenue, Suite 400
San Francisco CA 94108

AND WHEN RECORDED MAIL TO:

City and County of San Francisco
Director of Property
25 Van Ness Avenue, Suite 400
San Francisco CA 94108

Space Above for Recorder's Use

APN: Block 3739, Lot 017

Public Sidewalk Easement Agreement

This Public Sidewalk Easement Agreement (this “**Agreement**”) is made by and between Transbay 2 Family, L.P., a California limited partnership (“**Grantor**”) and the City and County of San Francisco, a municipal corporation (“**Grantee**”), with the acknowledgment and consent of the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body organized and existing under the laws of the State of California, commonly referred to as the Office of Community Investment and Infrastructure (“**OCII**”, including any successors or assigns), in its capacity as the fee owner of the Burdened Property (“**Fee Owner**”), dated for reference purposes as of November 18, 2025.

RECITALS

A. Grantor is the ground lessee of that certain real property situated in the City and County of San Francisco, State of California (the “**City**”) described in Exhibit A (the “**Burdened Property**”) pursuant to a Ground Lease dated to be effective as of March 19, 2024, as disclosed by that certain Memorandum of Ground Lease recorded June 6, 2024 as Instrument No. 2024043738 in the Office of the Recorder of San Francisco County, California (such ground lease agreement as from time to time assigned, modified or amended is hereinafter referred to as the “**Ground Lease**”) for an initial term of ninety-nine (99) years. The Burdened Property includes the site of the 230 Folsom Street building (the “**Project**”) which is part of an approximately 0.98 acre area generally between Folsom, Beale, East Clementina, and Main streets (the “**Project Site**”).

B. Grantor is developing the Project Site, which includes the Burdened Property, pursuant to the Ground Lease authorized by the OCII Commission, by Resolution No. 06-2024 (the “**Approvals**”). As part of the Project, Grantor is building certain sidewalk improvements to expand certain publicly accessible sidewalks on the Project Site.

C. Fee Owner is subject to the Redevelopment Dissolution Law, which requires the transfer of the Burdened Property, upon its completion as an affordable housing asset, to the Grantee, as the housing successor to the Redevelopment Agency of the City and County of San Francisco. Cal. Health & Safety

Code Sections 34176 & 34191.5. Board of Supervisors' Resolution No. 51-17 (March 10, 2017) authorizes the City's Director of Property and Director of Mayor's Office of Housing and Community Development to accept specific affordable housing projects designated as completed housing assets and listed in the "Existing Known Universe of OCII Housing Assets to Transfer to MOHCD," which is on file with the Clerk of the Board of Supervisors in File No. 161317 and includes the Burdened Property. Upon transfer of the Burdened Property to the Grantee, the Grantee becomes the Fee Owner under this Agreement.

D. Grantee desires an easement for pedestrian access, ingress and egress for public sidewalk purposes over the portions of the Burdened Property described on Exhibit A (Legal Description) and shown on Exhibit A-1 (Plat Map) (together the "**Easement Area**"), as an appurtenance to adjoining sidewalk areas owned by Grantee; and Grantor, as ground lessee of the Burdened Property, is willing, with Fee Owner's consent, to enter into a non-exclusive public access easement with the City with respect to certain portions of the publicly accessible sidewalks.

E. The Easement Area is located on the Project Site subject to the Ground Lease, which requires, under Article 17 of the Ground Lease, that the Grantor maintain the Project Site in good condition and repair.

F. This Agreement is entered into by Grantor and Grantee in order to provide the terms and conditions of the sidewalk easements across the Easement Area. All references in this Agreement to "Grantor" shall mean the ground lessee under the Ground Lease, as may be changed from time to time, during the period of any such leasehold and thereafter the Fee Owner of the Burdened Property.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt of which each of the parties hereto does hereby acknowledge, the parties hereto do hereby agree as follows:

1. Grant of Public Sidewalk Easement. Subject to the provisions of this Agreement, Grantor hereby grants to Grantee and its officers, employees, and agents, for the general benefit of the public, a nonexclusive, irrevocable easement solely for pedestrian access, passage, ingress and egress for public sidewalk purposes ("**Public Sidewalk Easement**"), over the Easement Area. The horizontal limits of the Easement Area are shown on Exhibit B and Exhibit B-1. The vertical limits of the Easement Area shall extend from the surface level of the private sidewalk to a height of eight (8) feet above said sidewalk surface. The Easement Area and the sidewalk and curb improvements shall be subject to the provisions of San Francisco Public Works Code Sections 706 *et seq.* ("**Section 706**"), or any successor ordinance concerning sidewalk maintenance.

2. Limitation on Use. Grantee acknowledges that the Public Sidewalk Easement is nonexclusive, and Grantor shall have the right to use or improve the Easement Area in a manner that will not unreasonably impede the pedestrian use of the Easement Area for sidewalk purposes (*i.e.*, in a manner that provides a path of travel that is free from physical obstructions, excepting those improvements that have been approved for placement within the Easement Area by the Grantee). Nothing in this Agreement shall prevent Grantor from (a) constructing or installing any infrastructure or other public or private improvements consistent with the Approvals and subsequently Grantee approved improvement agreements or improvement permits, or (b) performing such work as may reasonably be required to repair or maintain the Easement Area and Burdened Property, including any work to repair or maintain any utility facility located on the Burdened Property. Grantor shall maintain the Easement Area in good condition and repair, consistent with Section 706 (or any successor ordinance). Grantor shall maintain the Easement Area in a manner that provides an unobstructed path of travel that is free of physical obstructions (including street furniture, such as benches, planters, tables and chairs, merchandise displays, signboards, and information

kiosks), excepting such improvements that have been approved for placement within the Easement Area by the Grantee.

3. Term of Easement.

(a) Term. The Public Sidewalk Easement shall be for ninety-nine (99) years (the “**Life of the Project**”), unless terminated in accordance with this Section 3.

(b) Termination. The Public Sidewalk Easement shall terminate, as to all or applicable portions of the Easement Area upon the earliest to occur of: (i) a written determination by the Grantee’s Director of Public Works that the Public Sidewalk Easement (or a portion thereof) is no longer required by Grantee; and (ii) a written acceptance by Grantee, signed by both the Director of Property and the Director of Public Works, of a substitute easement or a dedication that provides reasonable alternative access to the public. The access provided by any such alternative must, in the reasonable judgment of the Director of Public Works, be substantially equivalent in all material respects (including, without limitation, the ease and ability to travel across any substitute easement area and continued access to all properties directly served by the easement or portion thereof being terminated, either alone or in conjunction with other access) to the easement or portion thereof being terminated. Upon any such termination, the parties agree to prepare, execute, and record a document reflecting the termination (and, if applicable, the replacement easement). For Grantee, any such document shall be signed by the Director of Property (without action by the Board of Supervisors). The Public Sidewalk Easement shall not terminate before any such recordation.

4. Condition of the Burdened Property: As Is.

(a) Except as otherwise expressly set forth in this Agreement, (1) Grantor makes no representation or warranty regarding the current physical condition of the Burdened Property, and (2) Grantee accepts the Easement Area granted in its “as is” physical condition; provided the foregoing does not lessen or reduce Grantor’s maintenance and repair obligations as set forth in this Agreement. Nothing in this Agreement shall be construed in any way to alter, amend, or otherwise relieve Grantor or Grantee of any of their respective responsibilities with regard to the physical condition of the Burdened Property (including without limitation, responsibilities with regard to environmental investigation and remediation) set forth in any document, instrument or other agreement.

(b) Maintenance. Grantor agrees to maintain and repair the Easement Area in a reasonably safe condition and in such physical condition so as to allow the public to walk on the Easement Area in a reasonably safe manner and otherwise consistent with the City’s Public Works Code concerning public sidewalks, subject to the limitations in Section 2 above. Except as set forth above, Grantor shall not be obligated to make any repairs, replacements or renewals to the Easement Area. Grantee shall have no obligation to make or pay for any repairs, replacements or other improvements to the Easement Area.

5. No City Liability; Indemnity. Grantee, by acceptance of the Public Sidewalk Easement, and Fee Owner shall not be liable for any injury or damage to any person happening on or about the Easement Area or the Burdened Property, or for any property or other damage on or about the Burdened Property, except only such injury or damage as is caused by the willful misconduct or active negligence of Grantee. Grantor shall defend, hold harmless and indemnify Grantee and Fee Owner for all claims and losses resulting from (i) any personal injury or property damage occurring in the Easement Area (except to the extent caused by the willful misconduct or active negligence of City or Fee Owner), and (ii) any default by Grantor under this Agreement. In no event shall Grantee’s or Fee Owner’s approval of any design or specification, or issuance of any permit, create any liability relative to the Burdened Property or be deemed an act of negligence or misconduct under this section.

6. Enforcement. Grantee, but not the general public, shall have all rights and remedies at law and in equity in order to enforce this Agreement (including, but not limited to, remedies for violation of a building permit or Section 706, or any successor ordinance concerning sidewalk maintenance). 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. Time. Time is of the essence of each and every part of this Agreement.

8. Amendment. This Agreement may be amended or otherwise modified only in writing signed and acknowledged by Grantor and Grantee.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be entitled to be the original and all of which shall constitute one and the same agreement.

11. References; Titles. Wherever in this Agreement the context requires, reference to the singular shall be deemed to include the plural. Titles of sections and paragraphs are for convenience only and neither limit nor amplify the provisions of this Agreement.

12. Notice. Any notice given under this Agreement shall be in writing and given by delivering the notice in person, by commercial courier or by sending it by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is given. For the convenience of the parties, copies of notices may also be given by e-mail.

Grantor: Transbay 2 Family, L.P.
c/o Mercy Housing Calwest
1256 Market Street
San Francisco, California 94102
Attention: President

Grantee: Director of Department of Public Works
Department of Public Works
City and County of San Francisco
49 South Van Ness Avenue, 16th Floor
San Francisco, California 94103
Attention: Infrastructure Task Force

with copies to: Office of the City Attorney
Room 234, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4682
Attention: Public Works - General Counsel

and to: Director of Real Estate
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, California 94108

Fee Owner: Successor Agency to the Redevelopment Agency of the City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
Attention: Executive Director

Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. A person may not give official or binding notice by telefacsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, or an email copy of the notice.

13. Successors; Run with the Land. This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, including without limitation successors-in-interest to Grantor's ground leasehold interest in any of the Burdened Property, and the Fee Owner of the Burdened Property only upon the expiration or any sooner termination of the Ground Lease. By signing this instrument in the space provided below, the Fee Owner acknowledges and agrees that, prior to the transfer of the Burdened Property to the Grantee, it shall automatically succeed to all of the rights and obligations of Grantor under this Agreement only upon the expiration or earlier termination of the Ground Lease, without need for a separate assignment or assumption or other document.

14. Representations and Warranties. Grantor represents, warrants and covenants to Grantee the following:

(a) Good Standing. Grantor is a partnership duly organized and validly existing, and in good standing under the laws of the State of California.

(b) Authority. Grantor is the sole ground lessee of the Burdened Property, and Grantor has full power and authority to enter into this Agreement and to consummate the transactions contemplated by it. This Agreement has been duly authorized by all necessary action on the part of Grantor and no other action on the part of Grantor is necessary to authorize the execution and delivery of this Agreement.

15. Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive benefit of Grantor and Grantee and their successors, subject to the provisions hereof, and not for the benefit of nor give rise to any claim or cause of action by any other person; and this Agreement shall not be deemed to have conferred any rights upon any person except Grantor and Grantee. The easement herein granted is in gross.

16. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provisions to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

17. Entire Agreement. This Agreement, together with any attachments hereto or inclusions by reference, constitute the entire agreement between the parties on the subject matter hereof, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the easement that is the subject matter of this Agreement.

18. Compliance With Laws. Grantor shall comply with all applicable laws, statutes, ordinances, rules and regulations of federal, state and local authorities with respect to its use of the Easement Area.

19. Burden on Land. The Public Sidewalk Easement shall be a burden on the Burdened Property, which burden shall run with the land and shall be binding on any future leaseholders or encumbrancers, or, after termination or earlier expiration of the Ground Lease, Fee Owner of the Easement Area.

20. Survival. All representations, warranties, waivers, and indemnities given or made hereunder shall survive termination of this Agreement.

21. Tropical Hardwoods and Virgin Redwoods. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood wood product or virgin redwood or virgin redwood wood product.

22. MacBride Principles - Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, *et seq.* The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Grantor acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

23. Notices Concerning Use. Grantor reserves the right to record, post and publish notices as referred to in Section 813, 1008 and 1009 of the California Civil Code; provided, that such notices shall not affect the rights and obligations of Grantor and Grantee hereunder and, where appropriate, any such notice shall include recognition of the provisions of this Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first written above.

GRANTEE:

CITY AND COUNTY OF SAN FRANCISCO
a municipal corporation

By: _____
Name: Sarah R. Oerth
Title: Director of Real Estate

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Vicente P. Reyes, Deputy City Attorney

GRANTOR:

Transbay 2 Family, L.P.,
a California limited partnership

Managing General Partner:

Transbay 2 Family LLC,
a California limited liability company

By: Mercy Housing Calwest
a California nonprofit public benefit
corporation,
Its sole member/manager

By: _____
Name: Ramie Dare
Its: Vice President

ACKNOWLEDGMENT BY FEE OWNER:

The undersigned Fee Owner of the Burdened Property hereby acknowledges and agrees that: (i) Transbay 2 Family, L.P., a California limited partnership, is authorized under the Ground Lease to enter into this Agreement, and (ii) this Agreement runs with the land as set forth in Section 13, and therefore this Agreement will be binding and effective as to Fee Owner (and successors) upon the expiration or sooner termination of the Ground Lease.

Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body organized and existing under the laws of the State of California

By: _____
Name: Thurston Kaslofsky
Its: Executive Director

APPROVED AS TO FORM:

By: _____
James B. Morales
General Counsel

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 of notary)

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)

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 of notary)

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.

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WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

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State of California)
County of _____)

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(insert name of notary)

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)

EXHIBIT A

Burdened Property

Legal Description

T-1058

LEGAL DESCRIPTION
"PUBLIC SIDEWALK EASEMENT"

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL C, AS SAID PARCEL IS SHOWN ON PARCEL MAP 11541, FILED FOR RECORD ON DECEMBER 1, 2023 IN BOOK 53 OF PARCEL MAPS, AT PAGE 160-163, SAN FRANCISCO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF FOLSOM STREET (82.50 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF MAIN STREET (82.50 FEET WIDE); THENCE ALONG SAID LINE OF MAIN STREET, N43°41'50"W 2.00 FEET; THENCE S46°18'10"W 137.50 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL C; THENCE ALONG SAID SOUTHWESTERLY LINE OF PARCEL C, S43°41'50"E 2.00 FEET TO SAID LINE OF FOLSOM STREET; THENCE ALONG SAID LINE OF FOLSOM STREET, N46°18'10"E 137.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 275 SQ.FT.

APN: 3739-017

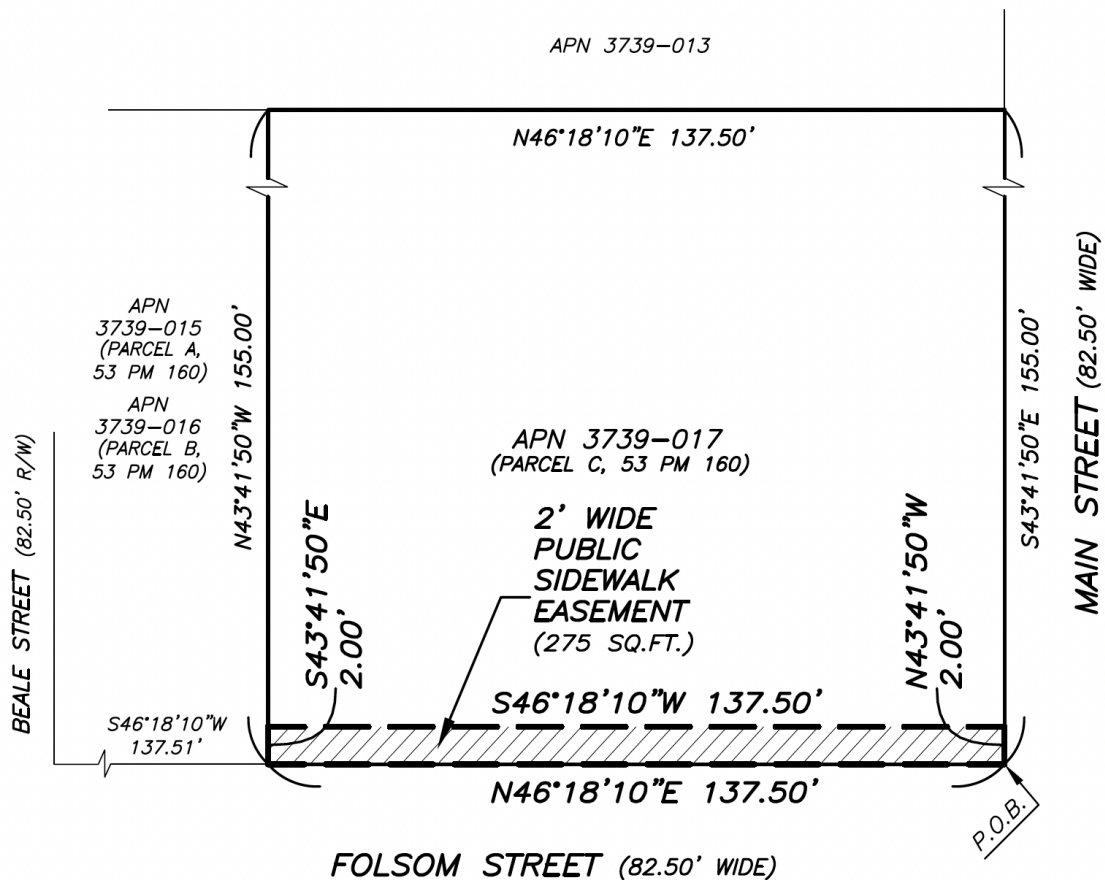
THIS DESCRIPTION WAS PREPARED BY ME IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.



DATE: NOVEMBER 24, 2025

DAVID B. RON, PLS 8954





LEGEND

APN ASSESSOR'S PARCEL NUMBER
P.O.B. POINT OF BEGINNING
PM PARCEL MAPS

MAP REFERENCE

PARCELS AND BEARINGS SHOWN HEREON ARE BASED ON PARCEL MAP 11541, FILED FOR RECORD ON DECEMBER 1, 2023 IN BOOK 53 OF PARCEL MAPS, AT PAGE 160-163, SAN FRANCISCO COUNTY RECORDS.



SIDEWALK EASEMENT PLAT AT TRANSBAY BLOCK 2 EAST SAN FRANCISCO CALIFORNIA

BY JP CHKD. DR DATE 11-24-25 SCALE NONE SHEET 1 OF 1 JOB NO. T-1058

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543-4500
T-1058 Block 2 EASEMENTS.dwg