

File No. 260419

Committee Item No. 3

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Land Use and Transportation

Date: June 1, 2026

Board of Supervisors Meeting:

Date: \_\_\_\_\_

#### Cmte Board

- Motion
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- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
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- Contract / DRAFT Mills Act Agreement
- Form 126 – Ethics Commission
- Award Letter
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#### OTHER

- PW Order No 212779 – April 17, 2026
- Quitclaim Deed – June 6, 2024
- Easement Agreement Amend No. 1 – April 1, 2024
- Easement Agreement – July 2, 2021
- PW Map A-17-232
- PW Drawing Q-20-1214
- Record of Survey 12215 – May 2024
- Planning Letter – March 27, 2019
- Mayor’s Intro Memo – April 21, 2026

Prepared by: John Carroll

Date: May 28, 2026

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

1 [Geneva Avenue Widening - Public Street Dedication and Acceptance - Establishing Official  
2 Sidewalk Widths]

3 **Ordinance accepting public infrastructure on Geneva Avenue associated with the**  
4 **affordable housing project at 2340 San Jose Avenue; dedicating this public**  
5 **infrastructure for public use; designating the public infrastructure for public street and**  
6 **roadway purposes; accepting the public infrastructure for City maintenance and**  
7 **liability purposes, subject to specified limitations; establishing official public right-of-**  
8 **way width and street grade; amending Ordinance No. 1061 entitled “Regulating the**  
9 **Width of Sidewalks” to establish official sidewalk widths on a portion of Geneva**  
10 **Avenue; accepting a Public Works Order recommending various actions regarding the**  
11 **public infrastructure; waiving Administrative Code, Chapter 23, and authorizing an**  
12 **interdepartmental transfer of City property from the Mayor’s Office of Housing and**  
13 **Community Development to Public Works; authorizing official acts, as defined, in**  
14 **connection with this Ordinance; adopting findings under the California Environmental**  
15 **Quality Act; and making findings of consistency with the General Plan, and the eight**  
16 **priority policies of Planning Code, Section 101.1.**

17 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.  
18 **Additions to Codes** are in *single-underline italics Times New Roman font*.  
19 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.  
20 **Board amendment additions** are in double-underlined Arial font.  
21 **Board amendment deletions** are in ~~strikethrough Arial font~~.  
22 **Asterisks (\* \* \* \*)** indicate the omission of unchanged Code  
23 subsections or parts of tables.

24 Be it ordained by the People of the City and County of San Francisco:

25 Section 1. Background and General Findings.

1 (a) This ordinance addresses the Board of Supervisors' (the "Board") acceptance of  
2 and other official acts for certain public infrastructure associated with the widening of Geneva  
3 Avenue (the "Public Infrastructure") adjacent to 2340 San Jose Avenue and 260 Geneva  
4 Avenue.

5 (b) On April 11, 2016, the Mayor's Office of Housing and Community Development  
6 ("MOHCD") issued a Request For Qualifications for a qualified developer to work with the City  
7 and County of San Francisco (the "City") to develop 100% affordable family housing and a  
8 ground floor commercial and community-serving space on a vacant parcel that the City owns  
9 located at 2340 San Jose Avenue, Assessor Parcel Block No. 6973, Lot 039 (the "MOHCD  
10 Parcel"), and commonly known as Balboa Park Upper Yard or Kapuso (the "Project").  
11 Through a competitive process, the joint development team of Related California ("Related")  
12 and Mission Housing Development Corporation ("MHDC") was chosen as co-developers of  
13 the Project (collectively, the "Project Sponsors"). The City ground leased the MOHCD Parcel  
14 to Balboa Park Housing Partners, L.P., an affiliate of Related and MHDC (the "Lessee"), on  
15 July 2, 2021 to facilitate the development of the Project. The Project started construction in  
16 July 2021, and was fully occupied by the end of 2023. The Project consists of 131 units of  
17 affordable housing for low- and moderate-income households (between 50 and  
18 approximately 110% Area Median Income).

19 (c) The Board of Supervisors approved various actions related to the creation of and  
20 funding for this Project, including Resolution Nos. 278-21, 279-21, and 280-21, copies of  
21 which are on file with the Clerk of the Board in File Nos. 210503, 210569, and 210570,  
22 respectively.

23 (d) Adjacent to the MOHCD Parcel, the Lessee constructed and completed new street  
24 and sidewalk paving, curbs, and gutter on Geneva Avenue that comprise the Public  
25 Infrastructure. MOHCD and the Lessee desire to dedicate the Public Infrastructure for public

1 use. The Lessee quitclaimed its interest in the real property, including the Public  
2 Infrastructure, to the City pursuant to a quitclaim deed recorded in the official City records on  
3 June 6, 2024 as document no. 2024043496.

4 (e) In Public Works Order no. 212779, dated April 17, 2026 (the “PW Order”), the  
5 Public Works Director, with certification from the City Engineer and the County Surveyor  
6 (collectively, the “Director”), recommended that the Board approve legislation to accept this  
7 Infrastructure for public use, subject to the exceptions identified below. The Director further  
8 recommended that the Board approve the ordinance to dedicate the Public Infrastructure to  
9 public use, designate it as open public right-of-way for street and roadway purposes, and  
10 accept it for City maintenance and liability purposes, subject to the following conditions:

11 (1) The portions of Geneva Avenue being accepted for street and roadway  
12 purposes are constructed from back of sidewalk, unless specified otherwise or as shown on  
13 the permit materials for the Public Infrastructure;

14 (2) Acceptance of the Public Infrastructure for City maintenance and liability  
15 purposes is from back of curb, unless specified otherwise, and sidewalk maintenance is the  
16 responsibility of adjacent property owners or, in this case, any MOHCD lessees in accordance  
17 with the Public Works Code; and

18 (3) Acceptance of the Project Sponsors’ conditional assignment of all warranties  
19 and guaranties to the City related to the construction of the Public Infrastructure and its  
20 warranty obligations under any street improvement permit.

21 (f) In the PW Order, the Director also recommended establishment of official public  
22 right-of-way widths, sidewalk widths, and street grades on portions of the street in accordance  
23 with Public Works Map A-17-232 and Public Works Drawing Q-20-1214. Further, the Director  
24 recommended that the Board amend Ordinance No. 1061 entitled “Regulating the Width of  
25 Sidewalks,” regarding official sidewalk widths in accordance with Drawing Q-20-1214.

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Section 2. Environmental and Land Use Findings.

(a) In a letter dated March 27, 2019, the Planning Department determined that the acceptance of the Public Infrastructure and associated actions comply with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.). For purposes of this ordinance, the Board adopts these findings as its own. A copy of this letter is on file with the Clerk of the Board in File No. 260419 and incorporated by reference herein.

(b) In the same letter, the Planning Department determined that the acceptance of the Public Infrastructure and associated actions are, on balance, in conformity with the General Plan and eight priority policies of Planning Code Section 101.1. For purposes of this ordinance, the Board adopts these findings as its own.

Section 3. Public Works Actions.

The Board has reviewed and approves PW Order No. 212779, including the Director’s recommendations, as referenced in Section 1 of this ordinance, concerning the acceptance of Public Infrastructure and other actions set forth in the PW Order.

Section 4. Acceptance of Public Infrastructure and Assumption of Maintenance and Liability Responsibilities.

(a) Pursuant to California Streets and Highways Code Section 1806 and San Francisco Administrative Code Sections 1.51 et seq., the Board hereby dedicates the Public Infrastructure for public use.

(b) The Board hereby designates or re-designates the new portions of Geneva Avenue for street and roadway purposes and accepts these into the City’s street system.

1 (c) The Board’s acceptance of the Public Infrastructure in subsections 4(a) and (b)  
2 above is subject to the following conditions:

3 (1) The portions of Geneva Avenue being accepted for street and roadway  
4 purposes are constructed from back of sidewalk, unless specified otherwise or as shown on  
5 the permit materials for the Public Infrastructure.

6 (2) Acceptance of the Public Infrastructure for City maintenance and liability  
7 purposes is from back of curb, unless specified otherwise, and sidewalk maintenance is the  
8 responsibility of adjacent property owners or, in this case, the City’s lessees in accordance  
9 with the Public Works Code; and

10 (3) Project Sponsors’ conditional assignment of all warranties and guaranties to  
11 the City related to the construction of the Public Infrastructure and their warranty.

12  
13 Section 5. Establishment of Public Right-of-Way Widths, Sidewalk Widths, and Street  
14 Grades.

15 (a) In accordance with the PW Order, the Board hereby establishes the official public  
16 right-of-way widths for a portion of Geneva Avenue, as shown on Public Works  
17 Map A-17-232.

18 (b) In accordance with the PW Order, Ordinance No. 1061, entitled “Regulating the  
19 Width of Sidewalks,” a copy of which is in the Clerk of the Board Book of General Ordinances,  
20 in effect May 11, 1910, is hereby amended by adding a new section, Section 1647, to read as  
21 follows:

22 Section 1647. The width of sidewalks on portions of Geneva Avenue shall be changed as shown  
23 on the Public Works Drawing Q-20-1214.

1 (c) The sidewalk widths established herein do not obviate, amend, alter, or in any  
2 other way affect the maintenance obligations of the adjacent property owners as set forth in  
3 the Public Works Code.

4 (d) Notwithstanding California Streets and Highways Code Sections 8000 et seq., the  
5 Board, in accordance with Administrative Code Sections 1.51 et seq., chooses to follow the  
6 City's own procedures for the establishment of street grades. The Board hereby establishes  
7 the street grades for portions of Geneva Avenue as set forth in Public Works  
8 Drawing Q-20-1214.

9 (e) The Board hereby directs Public Works to revise the Official Public Right-of-Way,  
10 Sidewalk Width, and Street Grade maps in accordance with this ordinance.

11  
12 Section 6. Interdepartmental Transfer from MOHCD to Public Works.

13 Notwithstanding the requirements of Administrative Code Chapter 23, the Board of  
14 Supervisors hereby approves an interdepartmental transfer of the City's real property that the  
15 Public Infrastructure occupies adjacent to 2340 San Jose Avenue from MOHCD to Public  
16 Works. This area containing the Public Infrastructure is shown as Lot A within Assessor  
17 Parcel Block No. 6973, Lot 039 on Record of Survey 12215 related to 2340 San Jose Avenue.  
18 A copy of Record of Survey 12215 is on file with the Clerk of the Board in File No. 260419 and  
19 incorporated herein by reference.

20  
21 Section 7. Authorization for Implementation.

22 The Mayor, Clerk of the Board of Supervisors, Director of Property, and Director are  
23 hereby authorized and directed to take any and all actions which they or the City Attorney may  
24 deem necessary or advisable in order to effectuate the purpose and intent of this ordinance,  
25

1 including, but not limited to, effectuating the interdepartmental transfer of property and filing of  
2 the ordinance, Map A-17-232, and Drawing Q-20-1214 in the Official Records of the City.

3  
4 Section 8. Effective Date.

5 This ordinance shall become effective on the 31st day after enactment. Enactment  
6 occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or  
7 does not sign the ordinance within 10 days of receiving it, or the Board of Supervisors  
8 overrides the Mayor's veto of the ordinance.

9  
10 APPROVED AS TO FORM:  
11 DAVID CHIU, City Attorney

12 By: /s/ John D. Malamut  
13 JOHN D. MALAMUT  
14 Deputy City Attorney

15 4931-1859-5742, v. 1  
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## LEGISLATIVE DIGEST

[Geneva Avenue Widening - Public Street Dedication and Acceptance - Establishing Official Sidewalk Widths]

**Ordinance accepting public infrastructure on Geneva Avenue associated with the affordable housing project at 2340 San Jose Avenue; dedicating this public infrastructure for public use; designating the public infrastructure for public street and roadway purposes; accepting the public infrastructure for City maintenance and liability purposes, subject to specified limitations; establishing official public right-of-way width and street grade; amending Ordinance No. 1061 entitled “Regulating the Width of Sidewalks” to establish official sidewalk widths on a portion of Geneva Avenue; accepting a Public Works Order recommending various actions regarding the public infrastructure; waiving Administrative Code, Chapter 23, and authorizing an interdepartmental transfer of City property from the Mayor’s Office of Housing and Community Development to Public Works; authorizing official acts, as defined, in connection with this Ordinance; adopting findings under the California Environmental Quality Act; and making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.**

### Existing Law

When establishing new or modified public streets, San Francisco follows the procedures in California Streets and Highways Code Sections 1806 (street acceptance) and 8000 et seq. (street grades) and San Francisco Administrative Code Sections 1.51 et seq. Board of Supervisors’ Ordinance No. 1061 established the official sidewalk widths throughout San Francisco. Ordinance No. 1061 is uncodified, but can be located in the Clerk of the Board of Supervisors Book of General Ordinances, in effect May 11, 1910, which is on file with the Clerk of the Board of Supervisors.

### Amendments to Current Law

This ordinance would accept public right-of-way infrastructure on Geneva Avenue associated with the affordable housing project at 2340 San Jose Avenue for City maintenance and liability purposes, among other street-related actions. The legislation would establish official public right-of-way width and street grade and amend Ordinance No. 1061 entitled “Regulating the Width of Sidewalks” to establish official sidewalk widths on a portion of Geneva Avenue. The ordinance would waive conflicting provisions of Administrative Code Chapter 23 to simplify an interdepartmental transfer of the City property containing the new public right-of-way from the Mayor’s Office of Housing and Community Development to Public Works. The legislation would make findings of consistency with the General Plan and the eight priority policies of Planning Code Section 101.1.

FILE NO. 260419

4921-2152-3102, v. 1



San Francisco Public Works  
General – Director’s Office  
49 South Van Ness Ave., Suite 1600  
San Francisco, CA 94103  
(628) 271-3160 [www.SFPublicWorks.org](http://www.SFPublicWorks.org)

**Public Works Order No: 212779**

**Recommending dedication of public right-of-way for a widening of Geneva Avenue associated with the affordable housing project at 2340 San Jose Avenue; designating the public infrastructure thereon for public street and roadway purposes; accepting the public infrastructure thereon for City maintenance and liability purposes, subject to specified limitations; establishing official public right-of-way width and street grade; amending Ordinance No. 1061 entitled “Regulating the Width of Sidewalks” to establish official sidewalk widths on a portion of Geneva Avenue; recommending approval of an interdepartmental transfer of jurisdiction from the Mayor’s Office of Housing to Public Works for the public right-of-way area; adopting findings under the California Environmental Quality Act; and making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.**

WHEREAS, City and County of San Francisco, acting by and through the Mayor’s Office of Housing and Community Development (MOHCD), being the fee title owner of that parcel of land identified as Assessor’s Block 6973 Lot 039, also known as 2340 San Jose Avenue, and commonly known as Balboa Park Upper Yard or Kapuso (the “Project”); and

WHEREAS, Record of Survey 12215, filed in book JK of Survey Maps, at pages 19 and 20, shows the portion of Assessor’s Block 6973 Lot 039 to be dedicated as a public street as “Lot A”, and “Lot A” and the public improvements thereon constructed under Street Improvement Permit Number 20IE-00373 have not been dedicated to public use or accepted for maintenance and liability, but are being used as a public sidewalk; and

WHEREAS, The Lessee of Assessor’s Block 6973, Lot 039, constructed said public improvements on Lot A and quitclaimed all its interest in Lot A to City and County of San Francisco by Quitclaim Deed recorded at document number 2024043496; and

WHEREAS, MOHCD is proposing an interdepartmental transfer of Lot A on which the new public right-of-way has been constructed to Public Works; and

WHEREAS, Any portion of that storm drain lateral under the responsibility of the San Francisco Bay Area Rapid Transit District Storm, and described in Easement Agreement recorded at document number 2021105983, as amended by First Amendment to Easement Agreement recorded at document number 2024043498, that lies within or beneath “Lot A”, if any, has not been offered for dedication and is not recommended for acceptance by City and County of San Francisco for maintenance and liability; and

WHEREAS, The official sidewalk widths along Geneva Avenue to be established in addition to street grades are as shown on Drawing Q-20-1214; and

WHEREAS, The Director recommends that the Board of Supervisors approve the legislation to amend Board of Supervisors Ordinance No. 1061, entitled "Regulating the Width of Sidewalks," a copy of which is in the Clerk of the Board of Supervisors Book of General Ordinances, in effect May 11, 1910, by adding thereto a new section to read as follows:

*Section 1647. The width of sidewalks on portions of Geneva Avenue shall be changed as shown on the Public Works Drawing Q-20-1214.*

WHEREAS, Map A-17-232 shows the public right-of-way width changes for the area that will be dedicated to public use for street and roadway purposes; and

WHEREAS, The Planning Department determined that the acceptance of the Public Infrastructure and associated actions are, on balance, in conformity with the General Plan and eight priority policies of Planning Code Section 101.1. under Case No. 2017-012515GPR; and

WHEREAS, In the same letter, the Planning Department determined the project is approved under California Senate Bill 35; is considered a ministerial approval and is not subject to California Environmental Quality Act (CEQA), see case number 2017-012151ENV; and

**NOW THEREFORE BE IT ORDERED THAT,**

The Director recommends that the Board of Supervisors approves the following documents either attached hereto or referenced herein:

1. Official Sidewalk Width Map Q-20-1214 with street grades
2. Official Street Dedication Map A-17-232
3. Record of Survey 12215, filed in book JK of Survey Maps, at pages 19 and 20
4. Form of Ordinance to dedicate public right-of-way and accept public infrastructure for maintenance and liability purposes, subject to specified limitations

The Director further recommends that the Board of Supervisors approve the legislation to make an interdepartmental transfer of jurisdiction for Lot A from MOHCD to Public Works and

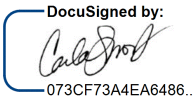
dedicate Lot A to public use, designate it as open public right-of-way for permit and public purposes, and accept it for City maintenance and liability purposes subject to the following:

1. Maintenance of the sidewalk within lot A shall be the responsibility of the owner of the adjacent parcel. In the event the City and County of San Francisco is the owner of the adjacent parcel, it shall be the responsibility of the ground lessee.
2. Any encroachments into Lot A, permitted or permitted, are not accepted.
3. The portions of Geneva Avenue being accepted for street and roadway purposes are constructed from back of sidewalk, unless specified otherwise or as shown on the permit materials for the Public Infrastructure;
4. Acceptance of the Public Infrastructure for City maintenance and liability purposes is from back of curb, unless specified otherwise, and sidewalk maintenance is the responsibility of adjacent property owners or, in this case, any MOHCD lessees in accordance with the Public Works Code; and
5. Acceptance of the Project Sponsors' conditional assignment of all warranties and guaranties to the City related to the construction of the Public Infrastructure and its warranty obligations under any street improvement permit.

X  Signed by:  
Eli French  
4748D0D14D5D475...

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French, Eli  
City and County Surveyor

X  DocuSigned by:  
Carla Short  
073CF73A4EA6486...

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Short, Carla  
Director of Public Works

2

Recorded at the Request of  
Old Republic Title Company -  
Oakland

1117026546

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:  
Real Estate Division  
City and County of San Francisco  
25 Van Ness Avenue, Suite 400  
San Francisco, California 94102  
Attn: Director of Property

The undersigned hereby declares this instrument to be exempt  
from Recording Fees (CA Govt. Code § 27383) and ~~27383.1~~  
Documentary Transfer Tax (CA Rev. & Tax Code § 11922  
and S.F. Bus. & Tax Reg. Code § 1105)



**City and County of San Francisco**  
**Joaquin Torres, Assessor-Recorder**

Doc #	<b>2024043496</b>	Fees	\$20.00
6/6/2024	8:55:44 AM	Taxes	\$0.00
AM	Electronic	Other	\$0.00
Pages	6 Title 001	SB2 Fees	\$0.00
Customer	9001	Paid	\$20.00

APN: Block 6973, Lot 39  
2340 San Jose Ave.

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

Documentary transfer tax \$0.00

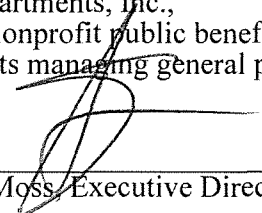
**QUITCLAIM DEED**  
(Portion of APN: 6973-039)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby  
acknowledged, the BALBOA PARK HOUSING PARTNERS, L.P., a California limited  
partnership ("Grantor"), hereby RELEASES, REMISES AND QUITCLAIMS TO the CITY  
AND COUNTY OF SAN FRANCISCO, a municipal corporation, any and all right, title and  
interest Grantor may have in and to the real property located in the City and County of  
San Francisco, State of California, described on Exhibit A attached hereto and made a part  
hereof.

Executed as of this 1<sup>st</sup> day of April, 2024.

BALBOA PARK HOUSING PARTNERS, L.P.,  
a California limited partnership

By: Colosimo Apartments, Inc.,  
a California nonprofit public benefit  
corporation, its managing general partner

By:   
Sam Moss, Executive Director

By: Related/Balboa Park Development Co.,  
LLC, a California limited liability  
company, its administrative general  
partner

**executed in counterpart**  
By: \_\_\_\_\_  
Ann Silverberg, Vice President

**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.**

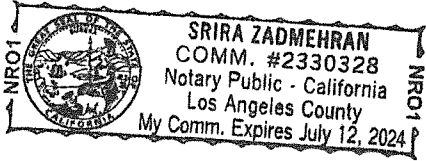
State of California )  
 ) ss  
County of San Francisco )

On 05/16/2024 before me, Srira Zadmehran, a notary public in and for said State, personally appeared Sam Moss, 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 Srira Zadmehran (Seal)



RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:  
Real Estate Division  
City and County of San Francisco  
25 Van Ness Avenue, Suite 400  
San Francisco, California 94102  
Attn: Director of Property

The undersigned hereby declares this instrument to be exempt  
from Recording Fees (CA Govt. Code § 27383) and  
Documentary Transfer Tax (CA Rev. & Tax Code § 11922  
and S.F. Bus. & Tax Reg. Code § 1105)

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

**QUITCLAIM DEED**  
(Portion of APN: 6973-039)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby  
acknowledged, the BALBOA PARK HOUSING PARTNERS, L.P., a California limited  
partnership ("Grantor"), hereby RELEASES, REMISES AND QUITCLAIMS TO the CITY  
AND COUNTY OF SAN FRANCISCO, a municipal corporation, any and all right, title and  
interest Grantor may have in and to the real property located in the City and County of  
San Francisco, State of California, described on Exhibit A attached hereto and made a part  
hereof.

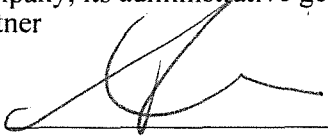
Executed as of this 1<sup>st</sup> day of April, 2024.

BALBOA PARK HOUSING PARTNERS, L.P.,  
a California limited partnership

By: Colosimo Apartments, Inc.,  
a California nonprofit public benefit  
corporation, its managing general partner  
executed in counterpart

By: \_\_\_\_\_  
Sam Moss, Executive Director

By: Related/Balboa Park Development Co.,  
LLC, a California limited liability  
company, its administrative general  
partner

By:   
Ann Silverberg, Vice President



## EXHIBIT A

### Legal Description of the Property

Beginning at the intersection of the Southerly line of Geneva Avenue and the Westerly line of San Jose Avenue as said Southerly line and said Westerly line are shown on that certain map entitled "Map Showing the Widening and Extension of Geneva Avenue Between Alemany Boulevard and Southern Freeway Right of Way", filed March 3, 1965 in Book "U" of Maps, at Page 69, T-17-22, in the Office of the County Recorder of City and County of San Francisco, State of California; thence along said Westerly line of San Jose Avenue, South 34° 46' 52" West, 25.28 feet; thence North 09° 05' 28" West, 12.54 feet; thence parallel with said Southerly line of Geneva Avenue, North 62° 30' 38" West, 68.40 feet to the general Easterly line of Parcel O-M395 as described in that Final Order of Condemnation recorded October 2, 1974 in Liber B936, at Page 417, Official Records of City and County of San Francisco, State of California; thence along last said line, North 51° 48' 21" East, 16.46 feet to said Southerly line of said Geneva Avenue; thence along last said line, South 62° 30' 38" East, 72.31 feet to the point of beginning.

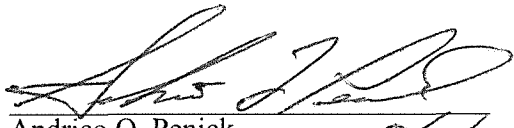
A portion of APN: 6973-039

**CERTIFICATE OF ACCEPTANCE**

As required under Government Code Section 27281, this is to certify that the interest in real property conveyed by the Quitclaim Deed dated April 1, 2024, from Balboa Park Housing Partners, L.P., a California limited partnership, to the City and County of San Francisco, a municipal corporation ("Grantee"), is hereby accepted by order of its Board of Supervisors' Resolution No. 18110 (Series of 1939), adopted on August 5, 1957, and approved by the Mayor on August 10, 1957, and its Board of Supervisors' Resolution No. 278-21, adopted on June 8, 2021, and Grantee consents to recordation thereof by its duly authorized officer.

Dated: 5/31/24

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By:   
Andrico Q. Penick  
Director of Property 5/31/24



City and County of San Francisco  
Joaquin Torres, Assessor-Recorder

Recorded at the Request of  
Old Republic Title Company -  
Oakland

1117026546

Doc #	<b>2024043498</b>	Fees	\$0.00
6/6/2024	8:55:45 AM	Taxes	\$0.00
AM	Electronic	Other	\$0.00
Pages 14	Title 446	SB2 Fees	\$0.00
Customer	9001	Paid	\$0.00

RECORDING REQUESTED BY,  
AND  
WHEN RECORDED RETURN TO:

San Francisco Bay Area  
Rapid Transit District  
2150 Webster Street, 9<sup>th</sup> Floor  
Oakland, CA 94612  
Attn: Real Estate Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned Grantor hereby declares this instrument to be exempt from Recording Fees (Govt. Code Sec. 27383) **27383.1**  
and Documentary Transfer Tax (Revenue and Taxation Code Sec. 11922). Government Agency Acquiring Title.

APN: 6973-39 (portion of)  
Address: 2340 San Jose Avenue,  
San Francisco, CA 94112

BART Parcel:  
O-M769-2A

FIRST AMENDMENT TO EASEMENT AGREEMENT  
(Storm Drain Easement)

**THIS FIRST AMENDMENT TO EASEMENT AGREEMENT**  
("Amendment") is made as of April 1, 2024, by and among **BALBOA PARK HOUSING PARTNERS, L.P.**, a California limited partnership ("Project Sponsor"), the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (the "City"), acting by and through its Real Estate Division and the Mayor's Office of Housing and Community Development ("**MOHCD**"), and the **SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT**, a rapid transit district pursuant to Public Utilities Code Section 28500 et seq. ("**District**").

RECITALS

A. Project Sponsor, City, and BART entered into that certain Easement Agreement (Storm Drain Easement) dated July 2, 2021 and recorded in the Official Records of the City and County of San Francisco on July 2, 2021 under Document Number 2021-105983 (the "**Easement**"). Definitions and rules of interpretation set forth in the Easement apply to this Amendment.

B. The parties desire to amend the Easement to correct errors related to the descriptions of the Benefited Property and Easement Area (each defined in the Easement) by replacing Exhibits A and Exhibit C in the Easement with Schedules 1 and 2 attached to this Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Amendment, the parties hereby agree as follows:

### AGREEMENT

1. Exhibit A (Legal Description of the Benefitted Property). The parties agree that Exhibit A (Legal Description of the Benefitted Property) of the Easement is hereby deleted in its entirety and replaced with Schedule 1 attached to this Amendment.

2. Exhibit C (Easement Area). The parties agree that Exhibit C (Easement Area) of the Easement is hereby deleted in its entirety and replaced with Schedule 2 attached to this Amendment.

3. Miscellaneous.

(a) No reference to this Amendment is necessary in any instrument or document at any time referring to the Easement. Any such reference shall be deemed to be a reference to the Easement as amended by this Amendment.

(b) Except as amended by this Amendment, the Easement shall remain unmodified and in full force and effect.

(c) This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

(d) Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Easement.

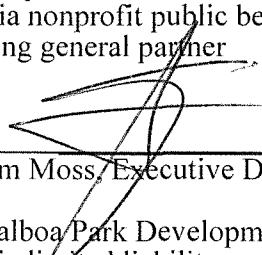
***SIGNATURES FOLLOW***

The Parties have executed this Amendment as of the date first written above.

**PROJECT SPONSOR:**

BALBOA PARK HOUSING PARTNERS, L.P.,  
a California limited partnership

By: Colosimo Apartments, Inc.,  
a California nonprofit public benefit corporation,  
its managing general partner

By:   
\_\_\_\_\_  
Sam Moss, Executive Director

By: Related/Balboa Park Development Co., LLC,  
a California limited liability company,  
its administrative general partner

**executed in counterpart**

By: \_\_\_\_\_  
Ann Silverberg, Vice President

***ALL SIGNATURES MUST BE NOTARIZED***

***SIGNATURES CONTINUE ON FOLLOWING PAGE***



# GOLDEN GATE NOTARY & APOSTILLE

## CALIFORNIA ALL-PURPOSE 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 05/16/2024 before me, Srira Zadmeهران, Notary Public  
Date Sam Moss Here Insert Name and Title of the Officer  
personally appeared Sam Moss  
Name(s) of Signer(s)

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 Srira Zadmeهران  
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  Partner —  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

### Golden Gate Mobile Notary & Apostille

The Parties have executed this Amendment as of the date first written above.

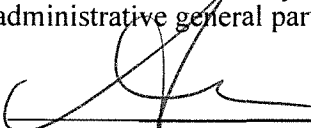
**PROJECT SPONSOR:**

BALBOA PARK HOUSING PARTNERS, L.P.,  
a California limited partnership

By: Colosimo Apartments, Inc.,  
a California nonprofit public benefit corporation,  
its managing general partner

By: executed in counterpart  
Sam Moss, Executive Director

By: Related/Balboa Park Development Co., LLC,  
a California limited liability company,  
its administrative general partner

By:   
Ann Silverberg, Vice President

***ALL SIGNATURES MUST BE NOTARIZED***

***SIGNATURES CONTINUE ON FOLLOWING PAGE***

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 the document.

State of California )  
County of San Francisco )

On May 3, 2024, before me,  
Logan Taylor Perlstein Notary Public, personally appeared  
Ann Silverberg

\_\_\_\_\_, 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.

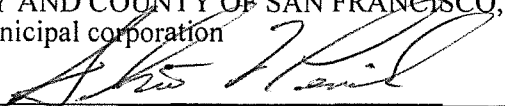
Signature: L. Pelt.




(Seal)

**CITY:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

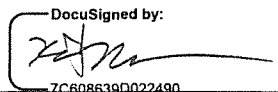
By:   
Andrico Q. Penick, Director of Property

By:   
Daniel Adams  
Director, Mayor's Office of Housing and Community Development

***ALL SIGNATURES ABOVE MUST BE NOTARIZED***

APPROVED AS TO FORM:

DAVID CHIU,  
City Attorney

By:   
7C608639D022490  
Keith Nagayama  
Deputy City Attorney

***SIGNATURES CONTINUE ON FOLLOWING PAGE***

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 the document.

State of California )  
County of San Francisco )

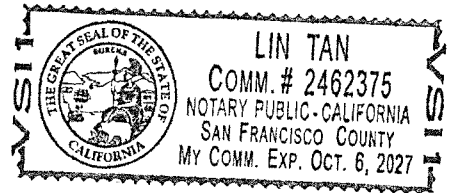
On May 23, 2024, before me,  
LIN TAN, Notary Public, personally appeared  
Daniel Adams

\_\_\_\_\_, 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: *Lin Tan*  
LIN TAN



(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 the document.

State of California )  
County of San Francisco )

\* AKA Sandi Jill Penick

On 5/24, 2024, before me,

\* Sandi Levine, Notary Public, personally appeared  
Andrico Penick AKA Andrico Q. Penick

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: Sandi L.



(Seal)

**DISTRICT:**

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, a rapid transit district pursuant to Public Utilities Code Section 28500 et seq.

By: Joseph M. Basuino  
Joseph M. Basuino  
Director of Real Estate and Property Management

***ALL SIGNATURES MUST BE NOTARIZED***

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 the document.

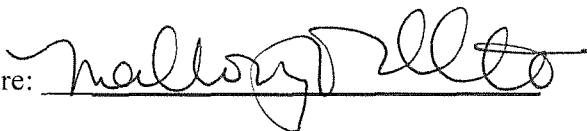
State of California )  
County of ALAMEDA )

On MAY 20TH, 2024, before me,  
MALLORY KORTE Notary Public, personally appeared  
JOSEPH M. BASUINO

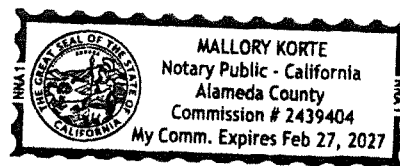
\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) 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)



**SCHEDULE 1**

**EXHIBIT A**

**Legal Description of the Benefitted Property**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

PARCEL 0-M395

BEGINNING at a point on the southwesterly line of Geneva Avenue, distant thereon North 62° 30' 11" West 72.31 feet from the northwesterly line of San Jose Avenue; thence, along said line of Geneva Avenue, North 62° 30' 11" West 173.91 feet to the State of California right-of-way line; thence, along last said line, South 16° 04' 59" West 173.96 feet; thence, South 7° 32' 32" West 30.48 feet; thence South 14° 24' 19" West 133.26 feet; thence South 10° 56' 26" West 141.71 feet; thence, South 61° 57' 11" East 20.47 feet; thence South 8° 42' 02" West 63.59 feet; thence South 61° 57' 11" East 40.10 feet to the northwesterly line of San Jose Avenue; thence, along last said line, North 28° 02' 49" East 78.00 feet; thence, leaving last said line, North 61° 57' 11" West 30.00 feet to a point being at coordinates y=449,966.325 feet and x=1,436,981.281 feet; thence, North 24° 02' 49" East 126.28 feet; thence, on the arc of a tangent curve to the left, having a radius of 92.00 feet, a central angle of 6° 42' 38" a distance of 10.78 feet; thence, North 17° 20' 11" East 172.27 feet; thence, on the arc of a tangent curve to the right, having a radius of 92.00 feet, a central angle of 34° 28' 37" a distance of 55.36 feet; thence, North 51° 48' 48" East 95.34 feet to the Point of Beginning.

CONTAINING an area of 48,658 square feet, more or less.

**SCHEDULE 2**

**EXHIBIT "C"  
(STORM DRAIN EASEMENT)  
O-M769-2A**

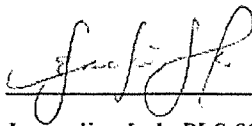
All that real property situated in the City and County of San Francisco, State of California, more particularly described as follows:

COMMENCING at the intersection of the Southerly line of Geneva Avenue and the Westerly line of San Jose Avenue as said Southerly line and said Westerly line are shown on that certain map entitled "MAP SHOWING THE WIDENING AND EXTENSION OF GENEVA AVENUE BETWEEN ALEMANY BOULEVARD AND SOUTHERN FREEWAY RIGHT OF WAY", filed March 3, 1965 in Book "U" of Maps, at Page 69, T-17-22, in the Office of the County Recorder of City and County of San Francisco, State of California; thence along said Westerly line of San Jose Avenue, South 34°46'52" West, 25.28 feet; thence North 09°05'28" West, 2.17 feet to the POINT OF BEGINNING; thence continuing North 09°05'28" West, 10.37 feet; thence parallel with said Southerly line of Geneva Avenue, North 62°30'38" West, 68.40 feet to the general Easterly line of PARCEL O-M395 as described in that Final Order of Condemnation recorded October 2, 1974 in Liber B936, at Page 417, Official Records of City and County of San Francisco, State of California; thence along last said line, South 51°48'21" West, 3.48 feet; thence South 58°29'23" East, 54.82 feet; thence South 61°39'20" East, 12.81 feet; thence South 55°00'00" East, 8.60 feet to the POINT OF BEGINNING.

CONTAINING 407 square feet, more or less.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

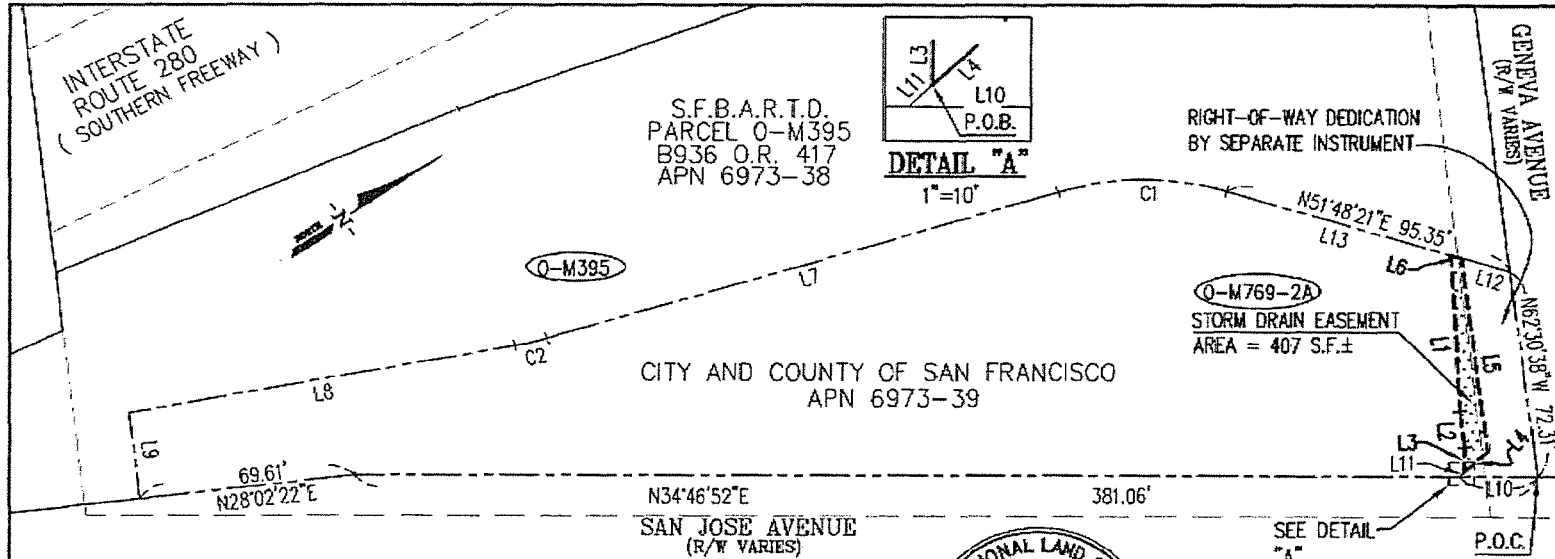
Prepared by Luk and Associates

  
\_\_\_\_\_  
Jacqueline Luk, PLS 8934



Date: April 24, 2024

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

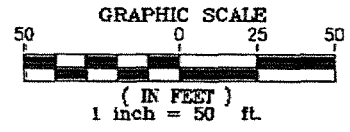


12

LINE TABLE			CURVE TABLE			
LINE	LENGTH	BEARING	CURVE	LENGTH	RADIUS	DELTA
L1	54.82'	N58°29'23"W	C1	55.36'	92.01'	34°28'37"
L2	12.81'	N61°39'20"W	C2	10.78'	92.01'	06°42'38"
L3	8.60'	N55°00'00"W				
L4	10.37'	S09°05'28"E				
L5	68.40'	N62°30'36"W				
L6	3.48'	N51°48'21"E				
L7	172.24'	N17°19'44"E				
L8	126.29'	N24°02'22"E				
L9	30.00'	N61°57'38"W				
L10	25.28'	N34°46'52"E				
L11	2.17'	S09°05'28"E				
L12	16.46'	N51°48'21"E				
L13	75.41'	N51°48'21"E				

**LEGEND**

- PROPERTY LINE OF SUBJECT PROPERTY
- OLD LOT LINE
- RIGHT OF WAY LINE
- PROPOSED STORM DRAIN EASEMENT
- S.F. SQUARE FEET
- (T) TOTAL
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ± MORE OR LESS
- O.R. OFFICIAL RECORDS
- S.F.B.A.R.T.D. SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT (BART)
- APN ASSESSOR'S PARCEL NUMBER
- M769-2A BART PARCEL NUMBER



**EXHIBIT "C"**  
 PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**STORM DRAIN EASEMENT**  
 CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA  
 APRIL 2024  
 PREPARED BY  
**LUK AND ASSOCIATES**  
 CIVIL ENGINEER - LAND PLANNERS - LAND SURVEYORS  
 738 ALFRED NOBEL DRIVE  
 HERCULES, CALIFORNIA 94547  
 (510) 724-3388

JOB NO.: 17157A10/ESMT-SD-BART.dwg  
 PLOT DATE: MAY 24, 2021

117021424



City and County of San Francisco  
Joaquin Torres, Assessor-Recorder

RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

San Francisco Bay Area Rapid Transit District  
2150 Webster St., 9th floor  
Oakland, CA 94612  
Attention: Real Estate Division

Doc #	<b>2021105983</b>	Fees	\$0.00
7/2/2021	10:48:09 AM	Taxes	\$0.00
KC	Electronic	Other	\$0.00
Pages	32 Title 087	SB2 Fees	\$0.00
Customer	9001	Paid	\$0.00

Exempt from Recording Fees (Govt. Code §  
27383) and from Documentary Transfer Tax  
(Rev. & Tax. Code § 11922 and SF Bus. and  
Tax Reg. Code § 1105)

Assessor's Block ("A.B.") *6973; lot 39*  
*2340 San Jose Ave.*

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

No fee per GC27388.1; recorded in  
connection with concurrent transfer  
subject to imposition of  
documentary transfer tax

EASEMENT AGREEMENT  
(Storm Drain Easement)

This Easement Agreement ("**Agreement**") is made this *2nd* day of ~~June~~ *July*, 2021 by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**"), acting by and through its Real Estate Division and the Mayor's Office of Housing and Community Development ("**MOHCD**"), the SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, a rapid transit district pursuant to Public Utilities Code Section 28500 et seq. ("**District**"), and BALBOA PARK HOUSING PARTNERS, L.P., a California limited partnership ("**Project Sponsor**").

RECITALS

A. District owns certain real property located on Geneva Avenue between Highway 280 and San Jose Avenue in San Francisco, California, and more fully described in **Exhibit A** to this Agreement (referred to in this Agreement as the "**Benefitted Property**"), which is adjacent to that certain real property owned by City, under the jurisdiction of the San Francisco Mayor's Office of Housing and Community Development ("**MOHCD**"), commonly known as 2340 San Jose Avenue, San Francisco, California more particularly described in attached **Exhibit B** (referred to in this Agreement as the "**Burdened Property**").

B. The City and Project Sponsor will enter into a long-term ground lease of the Burdened Property ("**Ground Lease**") for the purpose of developing and constructing a multifamily residential building affordable to low-income households (the "**Project**"). The Project Sponsor will own the Project in fee under the Ground Lease.

C. Under the Affordable Housing and Sustainable Communities Program ("**AHSC**"), District, MOHCD, and the Project Sponsor are collaborating on the development of improvements to the Benefitted Property ("**AHSC Project**"). In addition, District has agreed to provide a no-build easement on a portion of the Benefitted Property that allows the Project to maintain compliance with the City's Building Code and Fire Code.

D. District has an existing storm drain lateral on the Burdened Property to connect the Benefitted Property to a sewer main in San Jose Avenue (“Existing Lateral”). To construct the Project, the Existing Lateral must be relocated, and City desires to grant an easement to District to facilitate such relocation. The Project Sponsor will, at its sole cost and expense, relocate the Existing Lateral to the Easement Area (defined below) pursuant to that certain AHSC Agreement dated June 21, 2021, by and among City, District, and Balboa Park Transit Development Co., LLC (“New Lateral”). As used in this Agreement, the term “New Lateral” includes the lateral as it may be repaired, replaced, or relocated from time to time.

## AGREEMENT

NOW, THEREFORE, City, District, and Project Sponsor agree as follows:

1. **Grant and Nature of Easement.** City grants to District a perpetual, nonexclusive easement appurtenant to operate, maintain, repair, and replace the New Lateral (the “Easement”) in, across, and through the portion of the Burdened Property described and depicted in attached **Exhibit C** (the “Easement Area”). The Easement Area is a portion of the Burdened Property. The Easement does not include the right to install or place any surface improvements related to the New Lateral (e.g., access points or cleanouts). The conditions and covenants contained in this Agreement will run with the land, burden the Easement Area and be binding on and benefit City and District and their respective agents, successors and assigns unless terminated in accordance with the terms of this Agreement.

2. **Commencement Date.** The Easement will commence on the start of construction of the New Lateral.

3. **Use of Easement Area.** District will, at its sole cost, operate, maintain, repair, and replace the New Lateral in the Easement Area in a first-class manner and in accordance with all laws and regulations, and if District undertakes any work in the Easement Area, District will maintain, repair and restore the Easement Area to its previous condition in a good, clean, safe, secure, and sanitary condition. District acknowledges that the surface of the Easement Area is intended to be used for public access to and near the Project, and Project Sponsor will maintain the Easement Area under the Ground Lease.

4. **Work by District in the Easement Area.**

a. **Permits and Approvals.** Before beginning any work in the Easement Area, District will obtain any and all permits, licenses and approvals (collectively, “approvals”) of all regulatory agencies and other third parties that are required to undertake construction within the Easement Area. Promptly on receipt of such approvals, District will deliver copies of them to City and Project Sponsor. District recognizes and agrees that no approval by City for purposes of District’s work under this Agreement will be deemed to constitute the approval of any federal, state or local regulatory authority with jurisdiction, and nothing in this Agreement will limit District’s obligation to obtain all necessary regulatory approvals, at District’s sole cost.

b. Exercise of Due Care. District will use, and will cause its agents to use, due care at all times to avoid any damage or harm to City's property or the Project Sponsor's property, including utilities and other facilities. Under no circumstances will District damage, harm or take any rare, threatened or endangered species on or about the Easement Area.

c. Notice of Planned and Emergency Work.

i. Planned Work. For planned work in the Easement Area, District will provide City and Project Sponsor at least thirty (30) days' notice. The notice will include plans and specifications or a work plan, as applicable. City or Project Sponsor's consent will be required prior to District commencing work in the Easement Area.

ii. Emergency Work. District will notify City, Project Sponsor, and Project Sponsor's onsite manager of emergency work in the Easement Area as soon as possible following commencement of the work.

d. Construction of New Lateral Excluded. For the avoidance of doubt, this Section 4 shall not apply to Project Sponsor's relocation of the Existing Lateral and the initial construction of the New Lateral.

5. **Relocation.** If District's use of the Easement Area is incompatible with later improvements to the Burdened Property, City will provide no less than one hundred and eighty (180) days' prior written notice to District of the need to relocate the New Lateral. If City is reasonably able to provide a relocated easement area within the Burdened Property, City will have the right to relocate the New Lateral at no cost to District, and City and District will amend (or terminate and replace if needed) this Agreement to provide for the new location within the Burdened Property, provided that the City ensures the new location is (a) adequate to serve the same purpose of the New Lateral under this Agreement, and (b) maintain District's compliance with its NPDES Permit. City will provide District with a work plan prior to commencement of any relocation and will use good faith efforts to minimize any unreasonable disruption to District's operations. Otherwise, subject to the parties agreeing upon the location and terms for an alternative means of stormwater drainage from the Benefited Parcel, the New Lateral may be relocated outside of the Burdened Property and the Easement will terminate in accordance with Section 7 (Termination). In the event that the parties are not able to agree on the location and terms for establishing an alternate means of stormwater drainage outside of the Burdened Property, this Agreement shall remain in full force and effect.

6. **Rights Reserved to City.** Notwithstanding anything to the contrary in this Agreement, City reserves and retains all of the following rights relating to the Easement Area: (i) all water, timber, mineral and oil rights of any kind; (ii) all rights to use, operate, maintain, repair, enlarge, modify, expand, replace and reconstruct any of the City's facilities; (iii) the right to grant future easements and rights of way over, across, under, in and on the Easement Area as City determines, provided the easements and rights of way do not interfere with District's rights; and (iv) the right to maintain or install telecommunication facilities or other City facilities or property.

7. **Termination.** On termination of the Easement, District will execute and deliver a quitclaim deed to City within ninety (90) days following termination. The Easement will continue until the District terminates its use of the New Lateral within the Easement area, or the parties reach a mutual agreement for relocation of the New Lateral outside of the Burdened Property pursuant to Section 5.

8. **Notices, Demands and Communications.** Whenever any notice or any other communication is required or permitted to be given under any provision of this Agreement (as, for example, where a party is permitted or required to “notify” the other party), such notice or other communication will be in writing, signed by or on behalf of the party giving the notice or other communication, and will be deemed to have been given on the earliest to occur of (i) the date of the actual delivery, or (ii) if mailed, on the delivery date shown on the return receipt, in each case to the respective address(es) of the party to whom such notice is to be given as set forth below, or at such other address of which such party will have given notice to the other party as provided in this Section. Legal counsel for any party may give notice on behalf of the represented party.

If to City, to: Mayor’s Office of Housing and Community Development  
City and County of San Francisco  
Attn: Director of Housing Development  
RE: Balboa Park Upper Yard  
1 South Van Ness, 5th Floor  
San Francisco, California 94103  
Main (415) 701-5500

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

Attn: Real Estate/Finance Team  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton R. Goodlett Place  
San Francisco, California 94102

Ann Silverberg  
Chief Executive Officer  
44 Montgomery Street, Suite 1300  
San Francisco, California 94104  
asilverberg@related.com  
Main (415) 677-9000  
asilverberg@related.com

If to District, to: Sean T. Brooks, Director  
Real Estate & Property Development

San Francisco Bay Area Rapid Transit District  
2150 Webster St., 9th floor  
Oakland, CA 94612SBrooks1@bart.gov  
510-464-6114

9. **Use of Adjoining Land.** District acknowledges that the privilege given under this Agreement will be limited strictly to the Easement Area. District will not use any adjoining lands owned by City.

10. **Ponding; Water Courses.** District will not cause any ponding on the Easement Area or any flooding on adjacent land. District will not engage in any activity that causes any change, disturbance, fill, alteration or impairment to the bed, bank or channel of any natural water course, wetland, or other body of water on, in, under or about the Easement Area, nor will District engage in any activity that could pollute or degrade any surface or subsurface waters or result in the diminution or drainage of such waters.

11. **Insurance.**

(a) District shall procure and keep in effect at all times during the term of this Agreement, at District's expense, and cause its contractors and subcontractors to maintain at all times during any construction activities on the Easement Area, insurance as follows: (i) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverages for contractual liability, personal injury, independent contractors, explosion, collapse, and underground (XCU), Broad Form Property Damage, fire legal liability coverage with limits no less than \$1,000,000, Sudden and Accidental Pollution, Products Liability, and Completed Operations; (ii) Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned, and hired automobiles, as applicable, if District uses or causes to be used any vehicles in connection with its use of the Easement Area, and (iii) Workers' Compensation Insurance, including employer's liability coverage with limits of not less than \$1,000,000 each accident.

District shall also procure and keep in effect at all times during the term of this Agreement, at District's expense, and cause its contractors and subcontractors to maintain at all times during any construction activities on the Easement Area, pollution legal liability, environmental remediation liability and other environmental insurance, including coverage for bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; Environmental Damages; property damage including but not limited to physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense costs, charges and expenses incurred in the investigation, adjustment of defense claims for such compensatory damages; sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of Hazardous Materials into or upon City's property, the atmosphere or watercourse or body of water, which results in Environmental Damages; transportation coverage for the hauling of any Hazardous Materials by District or District's agents, from the City's real property to the final

disposal location; and first party environmental remediation that pays for the cost of cleanup and remediation of the City's real property required to comply with all applicable Laws. Such insurance shall be endorsed to provide third party disposal site coverage that covers third party bodily injury, property damage and cleanup coverage for pollution conditions emanating from a disposal site or landfill used by the District or District's agents. District shall maintain limits no less than: Four Million Dollars (\$4,000,000) per accident and Eight Million Dollars (\$8,000,000) annual aggregate for bodily injury and property damage. The City, its Agents and Employees shall be included as additional insureds on the policy as loss payees under the Pollution Legal Liability/Environmental Remediation/Cleanup Liability Insurance Policy.

District will have the right to self-insure with respect to any of the insurance requirements required under this Agreement, to the extent permitted by applicable law. In the event that District elects to self-insure with respect to any of the insurance requirements required under this Agreement, on or before the Commencement Date and upon written request by City, within thirty (30) days of the commencement of each year thereafter, District shall submit to City a certificate of self insurance signed by a duly authorized representative of District, such certificate evidencing that District's self-insurance program is adequately funded, in full force and effect and in compliance with and subject to all the terms, agreements, covenants, conditions and provisions of this Agreement. If District elects to self-insure, District shall give City prompt written notice of any significant change in or the depletion of its self-insurance fund. Notwithstanding the foregoing, District is also responsible for causing any contractors, subcontractors and/or Agents to maintain commercially reasonable insurance coverages and coverage limits as required under this Agreement.

Any deductibles or self-insured retentions must be declared. All deductibles and self-insured retentions shall be paid by District.

With respect to any claim, loss or liability that would have been covered by the insurance policies (including but not limited to the City and County of San Francisco, its agents and employees' status as an "additional insured" thereunder) required by this Agreement to be maintained by District but within the self-insured retention or deductible amount, District shall cover such claim, loss or liability on the same basis as the insurance arrangements or deductibles on such insurance policies, including but not limited to such insurance carrier responsibility to protect the City and County of San Francisco, its agents and employees as an "additional insured."

**(b)** All policies required by this Agreement shall provide for the following: **(i)** be issued by one or more companies of recognized responsibility authorized to do business in the State of California with financial rating of at least a Class A- VIII (or its equivalent successor) status, as rated in the most recent edition of A.M. Best's "Best's Insurance Reports;" **(ii)** name as additional insureds the City and County of San Francisco, its Public Utilities Commission and its commissioners, officers, agents, and employees; **(iii)** specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limit of liability; and **(iv)** include a waiver of subrogation endorsement or provision wherein the insurer acknowledges acceptance of District's waiver of claims against City. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall

afford coverage for all claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. [Sudden and Accidental Pollution coverage in the liability policies required by this Agreement shall be limited to losses resulting from District's activities (and District's agents and invitees) under this Agreement (excluding nonnegligent aggravation of existing conditions with respect to Hazardous Materials).]

(c) District shall provide thirty (30) days' advance written notice to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Within one (1) business day of receiving any notice from its insurance provider or broker of intent to cancel or materially reduce, or cancellation, material reduction, or depletion of, its required coverage, District shall provide a copy of such notice to City and take prompt action to prevent cancellation, material reduction, or depletion of coverage, reinstate or replenish the cancelled, reduced, or depleted coverage, or obtain the full coverage required by this **Section 8** (Insurance) from a different insurer meeting the qualifications of this Section. Notice to City shall be mailed to the address(es) for City set forth in **Section 31(a)** (Notices) below.

(d) Prior to the commencement of the Easement, District will deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required by this Agreement, together with complete copies of the policies at City's request. District and its contractors shall submit or cause their respective insurance brokers to submit requested information through the Exigis insurance verification program designated by City or any successor program used by City for verification of District and contractor insurance coverage. If District shall fail to procure such insurance, or to deliver such policies or certificates, at its option, City may procure the same for the account of District, and District shall reimburse City for any costs so paid by City within five (5) business days after delivery to District of bills therefor.

(e) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(f) Should any of the required insurance be provided under a claims-made form, District shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the Agreement expiration or termination, to the effect that should any occurrences during the Agreement term give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

(g) Upon City's request, District and City shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by District for risks comparable to those associated with the Easement Area, then, at its sole discretion, City may require District to increase the amounts or coverage carried by District hereunder to conform to such general commercial practice.

(h) District's compliance with the provisions of this Section shall in no way relieve or decrease District's indemnification or other obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement shall terminate immediately, without notice to District, upon the lapse of any required insurance coverage. At its expense, District shall be responsible for separately insuring District's personal property.

12. **Liens.** District will keep the Easement Area and all of City's property free from any liens arising out of any work performed, material furnished or obligations incurred by or for District. If District does not, within five (5) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, City will have in addition to all other remedies provided herein and by law or equity the right, but not the obligation, to cause the same to be released by such means as it deems proper, including, but not limited to, payment of the claim giving rise to such lien. All such sums paid by City and all expenses it incurs in connection therewith (including, without limitation, reasonable attorneys' fees) will be payable to City by District on demand. City will have the right at all times to post and keep posted on the Easement Area any notices permitted or required by Law or that City deems proper for its protection and protection of the Easement Area and City's property, from mechanics' and materialmen's liens. Notwithstanding the foregoing, District will have the right, on posting of an adequate bond or other security acceptable to City, to contest any such lien, and in such case City will not seek to satisfy or discharge such lien unless District has failed to do so within ten (10) days after final determination of the validity thereof. District will indemnify City, its officers, agents, employees and contractors, against any and all Claims arising out of any such contest.

13. **Surrender.** Within thirty (30) days after any termination of the Easement, District will decommission or remove the New Lateral in accordance with standard utility practice. At such time, District will repair, at its cost, any damage to the Easement Area caused by the decommissioning or removal. District's obligations under this Section will survive any termination of the Easement.

14. **Repair of Damage.** If any portion of the Easement Area or any property of City located on or about the Easement Area is damaged by any of the activities conducted by District hereunder, District will immediately, at its sole cost, repair any and all such damage and restore the Easement Area or property to its previous condition.

15. **City's Right to Cure Defaults by District.** If District fails to perform any of its obligations under this Agreement, then City may, at its sole option, remedy such failure for District's account and at District's expense by providing District with three (3) days' prior written or oral notice of City's intention to cure such default (except that no such prior notice will be required in the event of an emergency as determined by City). Such action by City will not be construed as a waiver of any rights or remedies of City under this Agreement, and nothing in this Agreement implies any duty of City to do any act that District is obligated to perform. District will pay to City on demand, all costs, damages, expenses or liabilities incurred by City, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such default. District's obligations under this Section will survive the termination of this Agreement.

16. **No Costs to City.** District will bear all costs or expenses of any kind or nature in connection with its use of the Easement Area, and will keep the Easement Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Easement Area.

17. **District's Indemnity.** District will indemnify, defend, and hold harmless ("**Indemnify**") City, including all of its boards, commissions, departments, agencies, and other subdivisions, and all of its and their agents, and their respective heirs, legal representatives, successors, and assigns (individually and collectively, the "**Indemnified Parties**"), and each of them, from and against all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties, and expenses, including direct and vicarious liability of every kind (collectively, "**Claims**"), incurred in connection with or arising in whole or in part from: **(a)** any accident, injury to or death of a person (including District's employees), or loss of or damage to property, howsoever or by whomsoever caused, occurring in or about the Easement Area; **(b)** any default by District in the observation or performance of any of the terms, covenants, or conditions of this Agreement to be observed or performed on District's part; **(c)** the use or occupancy or manner of use or occupancy of the Easement Area by District, its agents, its invitees, or any person or entity claiming through or under any of them; **(d)** the condition of the Easement Area; **(e)** any construction or other work undertaken by District on the Easement Area whether before or during the term of this Agreement; or **(f)** any acts, omissions, or negligence of District, its agents, or its invitees, in, on, or about the Easement Area or the Burdened Property, all regardless of the active or passive negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on, the Indemnified Parties, except to the extent that the Indemnity is void or otherwise unenforceable under applicable law and further except only those Claims as are caused exclusively by the willful misconduct or active gross negligence of the Indemnified Parties. The foregoing Indemnity includes reasonable fees of attorneys, consultants, and experts and related costs and City's costs of investigating any Claim. District expressly acknowledges that District has an immediate and independent obligation to defend City from any Claim that actually or potentially falls within this indemnity provision even if the allegation is or may be groundless, fraudulent, or false, which obligation arises at the time the Claim is tendered to District by City and continues at all times thereafter.

18. **District's Environmental Indemnity.** If District breaches any of its obligations contained in this Section, or, if any act or omission of District, its agents or invitees, results in any Release of Hazardous Material in, on, under or about the Easement Area in violation of any applicable Environmental Laws, then, without limiting District's indemnity contained in Section 17 (District's Indemnity), District shall, on behalf of itself and its successors and assigns, Indemnify the Indemnified Parties, and each of them, from and against all Claims (including, without limitation, damages for decrease in value of the Easement Area, the loss or restriction of the use of rentable or usable space or of any amenity of the Easement Area and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees and costs) arising during or after the Term of this Easement Agreement and relating to such Release. The foregoing indemnity includes, without limitation, costs incurred in connection with activities undertaken to Investigate and Remediate Hazardous Material and to restore the Easement Area to its prior condition, fines and penalties assessed for the violation of any applicable Environmental Laws, and any natural resource damages. Without limiting the foregoing, if District or any of its agents or invitees, causes or permits the Release of any Hazardous Materials in, on, under or about the

Easement Area, District shall immediately and at no expense to City take any and all appropriate actions to return the Easement Area affected thereby to the condition existing prior to such Release and otherwise Investigate and Remediate the Release in accordance with all Environmental Laws. District specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to District by the City and continues at all times thereafter. District shall afford City a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise or proceeding involving Hazardous Material.

For purposes of this Section, the following terms are defined as:

**“Environmental Laws”** means any present or future federal, state, or local Laws or policies relating to Hazardous Material (including its use, handling, transportation, production, disposal, discharge, Release, clean-up, or storage) or to human health and safety, industrial hygiene, or environmental conditions in, on, under, or about the Easement Area, including soil, air, and groundwater conditions.

**“Hazardous Material”** means any material that, because of its quantity, concentration, or 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. Hazardous Material includes any material or substance defined as a “hazardous substance,” “pollutant,” or “contaminant” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA,” also commonly known as the “Superfund” law), as amended, (42 U.S.C. Section 9601 *et seq.*) or pursuant to Section 25281 of the California Health & Safety Code; any “hazardous waste” listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the structure of any existing improvements on the Easement Area, any alterations to be constructed on the Easement Area by or on behalf of District, or are naturally occurring substances on, in, or about the Easement Area; and petroleum, including crude oil or any crude-oil fraction, and natural gas or natural gas liquids.

**“Investigation”** when used with reference to Hazardous Material means any activity undertaken to determine the nature and extent of Hazardous Material that may be located in, on, under, or about any portion of the Easement Area or any alterations or that have been, are being, or threaten to be Released into the environment. Investigation shall include preparation of site history reports and sampling and analysis of environmental conditions in, on, under, or about the Easement Area or any improvements.

**“Release”** when used with respect to Hazardous Material means any actual or imminent spilling, leaking, migrating, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any existing improvements or any alterations constructed by or on behalf of District, or in, on, under, or about any portion of the Easement Area.

“**Remediation**” when used with reference to Hazardous Material means any activities undertaken to clean up, remove, contain, treat, stabilize, monitor, or otherwise control any Hazardous Material located in, on, under, or about the Easement Area or that have been, are being, or threaten to be Released into the environment. Remediate includes those actions included within the definition of “remedy” or “remedial action” in California Health and Safety Code Section 25322 and “remove” or “removal” in California Health and Safety Code Section 25323.

19. **Survival of Indemnities.** Termination of this Agreement shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Agreement, nor shall it affect any provision of this Agreement that expressly states it shall survive termination hereof.

20. **Waiver of Claims.**

a. Neither City nor any of its commissions, departments, boards, officers, agents or employees will be liable for any damage to the property of District, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Easement Area or its use by District.

b. District fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, without limitation, (i) any and all Claims for relocation benefits or assistance from City under federal and state relocation assistance laws, (ii) any and all Claims for consequential and incidental damages (including without limitation, lost profits), and covenants not to sue for such damages, (iii) any and all Claims for any interference with the uses conducted by District pursuant to this Agreement, regardless of the cause, and (iv) any and all Claims in any way connected with the physical or environmental condition of the Easement Area or any law or regulation applicable thereto or the suitability of the Easement Area for District's intended use.

c. In connection with the foregoing releases, District acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

District acknowledges that the releases contained herein includes all known and unknown, direct and indirect, disclosed and undisclosed, and anticipated and unanticipated claims. District realizes and acknowledges that it has entered into this Agreement in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section

1542, or any statute or other similar law now or later in effect. The releases contained in this Agreement will survive any termination of this Agreement.

21. **As Is Condition of Easement Area; Disclaimer of Representations.** District accepts the Easement Area in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents or employees, and subject to all applicable laws, rules and ordinances governing the use of the Easement Area. Without limiting the foregoing, this Agreement is made subject to any and all covenants, conditions, restrictions, easements, encumbrances and other title matters affecting the Easement Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey.

22. **No Joint Venturers or Partnership; No Authorization.** This Agreement does not create a partnership or joint venture between City and District as to any activity conducted by District on, in or relating to the Easement Area. District is not a State actor with respect to any activity conducted by District on, in, or under the Easement Area. The giving of this Easement by City does not constitute authorization or approval by City of any activity conducted by District on, in or relating to the Easement Area.

23. **MacBride Principles - Northern Ireland.** The provisions of San Francisco Administrative Code Section 12F are incorporated by this reference and made part of this Agreement. By signing this Agreement, District confirms that District has read and understood that City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

24. **Non-Discrimination.** District will not, in the operation and use of the Easement Area, discriminate against any person or group of persons solely because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, disability or acquired immune deficiency syndrome (AIDS) or AIDS related condition (ARC). The provisions of Chapters 12B and 12C of the San Francisco Administrative Code, relating to nondiscrimination by parties contracting with the City and County of San Francisco, are incorporated herein by reference and made a part hereof as though fully set forth herein. District agrees to comply with all of the provisions of such Chapters 12B and 12C that apply to parties contracting with the City and County of San Francisco.

25. **Disclosure.** District understands and agrees that under City's Sunshine Ordinance (San Francisco Administrative Code Chapter 67) and the State Public Records Law (Gov't Code Section 6250 *et seq.*), apply to this Agreement and any and all records, information, and materials submitted to City in connection with this Agreement. Accordingly, any and all such records, information, and materials may be subject to public disclosure in accordance with City's Sunshine Ordinance and the State Public Records Law. District authorizes City to disclose any records, information, and materials submitted to City in connection with this Agreement.

26. **Tropical Hardwood and Virgin Redwood Ban; Preservative-Treated Wood Containing Arsenic.** City urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood

product. Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, District will not provide any items to the construction of District Improvements or the Alterations, or otherwise in the performance of this Agreement, that are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products. District may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Environment Code Chapter 13 is obtained from the Department of Environment.

27. **Taxes.**

a. District recognizes and understands that the Easement may create a possessory interest subject to property taxation and that District may be subject to the payment of property taxes levied on such interest under applicable law. District further recognizes and understands that any transfer or assignment permitted under this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder.

b. District agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on the interest created by the Easement and to pay any other taxes, excises, licenses, permit charges or assessments based on District's usage of the Easement Area that may be imposed on District by applicable law. District will pay all of such charges when they become due and payable and before delinquency.

c. District agrees not to allow or suffer a lien for any such taxes to be imposed on the Easement Area or on any equipment or property located thereon without promptly discharging the same, provided that District, if so desiring, may have reasonable opportunity to contest the validity of the same.

28. **No Tobacco Advertising.** District acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on the Easement Area. This advertising prohibition includes the placement of the name of a company producing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. In addition, District acknowledges and agrees that no Sales, Manufacture, or Distribution of Tobacco Products (as such capitalized terms are defined in Health Code Section 19K.1) is allowed on the Easement Area and such prohibition must be included in all subleases or other agreements allowing use of the Easement Area. The prohibition against Sales, Manufacture, or Distribution of Tobacco Products does not apply to persons who are affiliated with an accredited academic institution where the Sale, Manufacture, and/or Distribution of Tobacco Products is conducted as part of academic research.

29. **Restrictions on the Use of Pesticides.**

a. Chapter 3 of the San Francisco Environment Code (the Integrated Pest Management Program Ordinance or "**IPM Ordinance**") describes an integrated pest management ("**IPM**") policy to be implemented by all City departments. District may not use or apply or allow the use or application of any pesticides on the Easement Area or contract with any party to provide pest abatement or control services to the Easement Area without first receiving City's written approval of an IPM plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that District may need to apply to the Easement Area

during the Term, (ii) describes the steps District will take to meet City's IPM Policy described in Section 300 of the IPM Ordinance, and (iii) identifies, by name, title, address, and telephone number, an individual to act as the District's primary IPM contact person with City. District will comply, and will require all of District's contractors to comply, with the IPM plan approved by City and will comply with the requirements of Sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if District were a City department. Among other matters, the provisions of the IPM Ordinance: (i) provide for the use of pesticides only as a last resort, (ii) prohibit the use or application of pesticides on City property, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by City's Department of the Environment), (iii) impose certain notice requirements, and (iv) require District to keep certain records and to report to City all pesticide use at the Easement Area by District's staff or contractors.

b. If District or District's contractor would apply pesticides to outdoor areas at the Easement Area, District will first obtain a written recommendation from a person holding a valid Agricultural Pest Control Advisor license issued by the California Department of Pesticide Regulation ("CDPR") and the pesticide application will be made only by or under the supervision of a person holding a valid, CDPR-issued Qualified Applicator certificate or Qualified Applicator license. City's current Reduced Risk Pesticide List and additional details about pest management on City property can be found at the San Francisco Department of the Environment website, <http://sfenvironment.org/ipm>.

30. **Domestic Partners.** On the effective date of the Domestic Partners Benefits Ordinance originally enacted as Ordinance 440-96, which effective date was suspended by Ordinance 481-96 until June 1, 1997, District will comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code that prohibit discrimination in the provisions of benefits between employees with registered domestic partners and employees with spouses to the extent such provisions apply to District as a result of this Agreement.

31. **General Provisions.** (a) This Agreement may be amended or modified only by a writing signed by City and District. (b) No waiver by any party of any of the provisions of this Agreement will be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) All approvals and determinations of City requested, required or permitted hereunder may be made in the sole and absolute discretion of the Director of Property of the San Francisco Real Estate Department or other authorized City official. (d) This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Agreement are for convenience of reference only and will be disregarded in the interpretation of this Agreement. (f) Time is of the essence in each and every provision hereof. (g) This Agreement will be governed by California law and City's Charter. (h) If District consists of more than one person then the obligations of each person will be joint and several. (i) Notwithstanding anything to the contrary contained in this Agreement, District acknowledges and agrees that no officer or employee of City has authority to commit City to this Agreement unless and until a resolution of City's Board of Supervisors will have been duly adopted approving this Agreement and authorizing the transaction contemplated hereby. Therefore, any obligations or liabilities of City hereunder are contingent on

enactment of such a resolution, and this Agreement will be null and void if City's Board of Supervisors and Mayor do not approve this Agreement, each in their respective sole discretion.

***[SIGNATURES ON THE NEXT PAGE]***

**Accepted and Agreed:**

**DISTRICT:**

*San Francisco*  
BAY AREA RAPID TRANSIT DISTRICT,  
a rapid transit district pursuant to Public  
Utilities Code Section 28500 et seq.

**PROJECT SPONSOR:**

Balboa Park Housing Partners, LP, a  
California limited partnership

**Signed In Counterpart**

By: *Sean T. Brooks*  
Name: Sean T. Brooks  
Title: Director Real Estate and Property  
Development

By: \_\_\_\_\_  
Name: Ann Silverberg  
Its: Vice President

**CITY:**

CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

**Signed In Counterpart**

By: \_\_\_\_\_  
Andrico Q. Penick  
Director of Property

**RECOMMENDED:**

**Signed In Counterpart**

By: \_\_\_\_\_  
Eric D. Shaw  
Director  
Mayor's Office of Housing and  
Community Development

**APPROVED AS TO FORM:**

DENNIS J. HERRERA  
City Attorney

**Signed In Counterpart**

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.

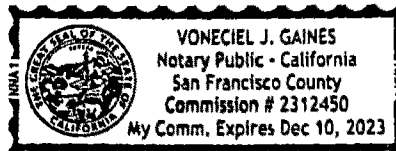
State of California  
County of Alameda )

On June 15, 2021 before me, Voneciel J. Gaines, Notary Public  
(insert name and title of the officer)

personally appeared Sean T. Brooks,  
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 Voneciel J. Gaines (Seal)

**Accepted and Agreed:**

**DISTRICT:**

BAY AREA RAPID TRANSIT DISTRICT,  
a rapid transit district pursuant to Public  
Utilities Code Section 28500 et seq.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Signed in Counterpart**

**PROJECT SPONSOR:**

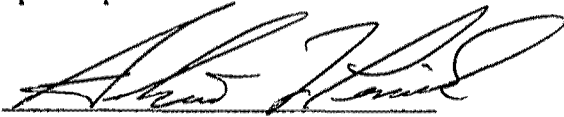
Balboa Park Housing Partners, LP, a  
California limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Signed in Counterpart**

**CITY:**

CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

By:   
Andrico Q. Penick  
Director of Property

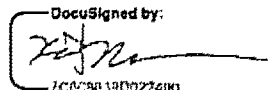
**RECOMMENDED:**

**Signed in Counterpart**

By: \_\_\_\_\_  
Eric D. Shaw  
Director  
Mayor's Office of Housing and  
Community Development

**APPROVED AS TO FORM:**

DENNIS J. 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 )

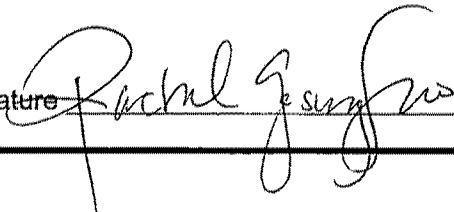
On June 17, 2021 before me, Rachel Gosiengfiao, Notary Public  
(insert name and title of the officer)

personally appeared Andrico Q. Penick  
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.

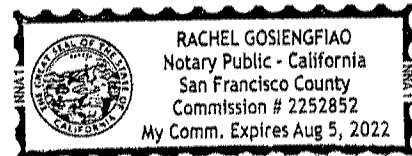
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**Accepted and Agreed:**

**DISTRICT:**

BAY AREA RAPID TRANSIT DISTRICT,  
a rapid transit district pursuant to Public  
Utilities Code Section 28500 et seq.

**Signed in Counterpart**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PROJECT SPONSOR:**

Balboa Park Housing Partners, LP, a  
California limited partnership

**Signed In Counterpart**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

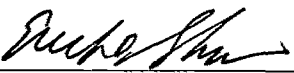
**CITY:**

CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

**Signed in Counterpart**

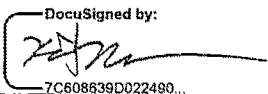
By: \_\_\_\_\_  
Andrico Q. Penick  
Director of Property

**RECOMMENDED:**

By:  \_\_\_\_\_  
Eric D. Shaw  
Director  
Mayor's Office of Housing and  
Community Development

**APPROVED AS TO FORM:**

DENNIS J. HERRERA  
City Attorney

By:  \_\_\_\_\_  
7C608639D022480...  
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

State of California )

) ss

County of San Francisco )

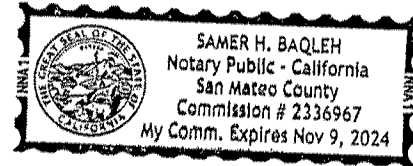
On 6/15/21, before me, Samer H. Baqleh, a notary public in and for said State, personally appeared Eric D. Shaw, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on 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 (SB)

(Seal)



**Accepted and Agreed:**


**DISTRICT:**

BAY AREA RAPID TRANSIT DISTRICT,  
a rapid transit district pursuant to Public  
Utilities Code Section 28500 et seq.

By: \_\_\_\_\_ **Signed in Counterpart**  
Name: Sean T. Brooks  
Title: Director, Real Estate & Property  
Development

**PROJECT SPONSOR:**

Balboa Park Housing Partners, LP, a  
California limited partnership

By:  \_\_\_\_\_  
Name: Ann Silverberg  
Its: Vice President

**CITY:**

CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_ **Signed in Counterpart**  
Andrico Q. Penick  
Director of Property

**RECOMMENDED:**

By: \_\_\_\_\_ **Signed in Counterpart**  
Eric D. Shaw  
Director  
Mayor's Office of Housing and  
Community Development

**APPROVED AS TO FORM:**

DENNIS J. HERRERA  
City Attorney

By: \_\_\_\_\_ **Signed in Counterpart**  
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.

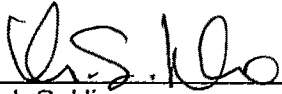
State of California  
County of San Francisco

On June 22, 2021 before me, L.S. Hix, Notary Public  
(insert name and title of the officer)

personally appeared Ann Silverberg  
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)  
L.S. Hix

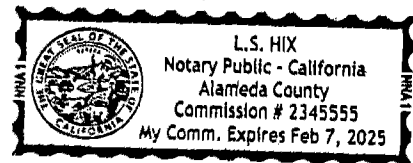


EXHIBIT "A"

LEGAL DESCRIPTION OF THE DISTRICT PROPERTY

[This description should include the Assessor's Lot & Block as well as metes and bounds descriptions for the parcel(s) subject to the DOR/Easement Agreement and the location of the Restriction/Easement Area]

EXHIBIT "A"  
(NO-BUILD EASEMENT)

All that real property situated in the City and County of San Francisco, State of California, being a portion of PARCEL O-M395 as described in that certain Final Order of Condemnation, recorded October 02, 1974 in Liber B936, at Page 417, Official Records of City and County of San Francisco, more particularly described as follows:

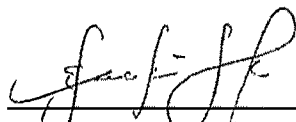
BEGINNING at the most Easterly corner of said PARCEL O-M395; thence along the Northeasterly line of said PARCEL O-M395, North 62°30'11" West, 32.92 feet to a line parallel with, distant 30.00 feet Northwesterly of, measured at right angles from the general Southeasterly line of said PARCEL O-M395; thence along said parallel line the following five (5) courses: 1) South 51°48'48" West, 81.79 feet, 2) along a tangent curve to the left with a radius of 122.00 feet, through a central angle of 34°28'37", an arc length of 73.41 feet, 3) South 17°20'11" West, 172.22 feet, 4) along a tangent curve to the right with a radius of 62.00 feet, through a central angle of 06°42'38", an arc length of 7.26 feet, and 5) South 24°02'49" West, 126.28 feet; thence along a tangent curve to the left with a radius of 30.00 feet, through a central angle of 86°00'00", an arc length of 45.03 feet; thence South 61°57'11" East, 30.00 feet to said general Southeasterly line; thence along last said line the following seven (7) courses: 1) North 28°02'49" East, 30.00 feet, 2) North 61°57'11" West, 30.00 feet, 3) North 24°02'49" East, 126.28 feet, 4) along a tangent curve to the left with a radius of 92.00 feet, through a central angle of 06°42'38", an arc length of 10.78 feet, 5) North 17°20'11" East, 172.22 feet, 6) along a tangent curve to the right with a radius of 92.00 feet, through a central angle of 34°28'37", an arc length of 55.36 feet, and 7) North 51°48'48" East, 95.34 feet to the POINT OF BEGINNING.

CONTAINING 15,388 square feet, more or less.

The bearings and distances used in the above description are on the California Coordinate System of 1927, Zone III. Multiply the above distances by 1.0000755 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Prepared by Luk and Associates



Jacqueline Luk, PLS 8934

Date: June 1, 2021



This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

## NO-BUILD

-----

Lot name: NOBUILD-27

North: 4819.7892	East: 3157.7718
Line Course: N 61-57-11 W	Length: 30.00
North: 4833.8950	East: 3131.2950
Curve Length: 45.03	Radius: 30.00
Delta: 86-00-00	Tangent: 27.97
Chord: 40.92	Course: N 18-57-11 W
Course In: N 28-02-49 E	Course Out: N 65-57-11 W
RP North: 4860.3719	East: 3145.4008
End North: 4872.5964	East: 3118.0045
Line Course: N 24-02-49 E	Length: 126.28
North: 4987.9168	East: 3169.4617
Curve Length: 7.26	Radius: 62.00
Delta: 6-42-38	Tangent: 3.64
Chord: 7.26	Course: N 20-41-30 E
Course In: N 65-57-11 W	Course Out: S 72-39-49 E
RP North: 5013.1809	East: 3112.8425
End North: 4994.7061	East: 3172.0260
Line Course: N 17-20-11 E	Length: 172.22
North: 5159.1024	East: 3223.3443
Curve Length: 73.41	Radius: 122.00
Delta: 34-28-37	Tangent: 37.85
Chord: 72.31	Course: N 34-34-29 E
Course In: S 72-39-49 E	Course Out: N 38-11-12 W
RP North: 5122.7487	East: 3339.8020
End North: 5218.6408	East: 3264.3785
Line Course: N 51-48-48 E	Length: 81.79
North: 5269.2055	East: 3328.6655
Line Course: S 62-30-11 E	Length: 32.92
North: 5254.0063	East: 3357.8667
Line Course: S 51-48-48 W	Length: 95.34
North: 5195.0646	East: 3282.9294
Curve Length: 55.36	Radius: 92.00
Delta: 34-28-37	Tangent: 28.55
Chord: 54.53	Course: S 34-34-29 W
Course In: S 38-11-12 E	Course Out: N 72-39-49 W
RP North: 5122.7526	East: 3339.8062
End North: 5150.1668	East: 3251.9856
Line Course: S 17-20-11 W	Length: 172.22

NO-BUILD

North: 4985.7705 East: 3200.6673  
Curve Length: 10.78 Radius: 92.00  
Delta: 6-42-38 Tangent: 5.39  
Chord: 10.77 Course: S 20-41-30 W  
Course In: N 72-39-49 W Course Out: S 65-57-11 E  
RP North: 5013.1848 East: 3112.8467  
End North: 4975.6961 East: 3196.8621  
Line Course: S 24-02-49 W Length: 126.28  
North: 4860.3757 East: 3145.4049  
Line Course: S 61-57-11 E Length: 30.00  
North: 4846.2699 East: 3171.8818  
Line Course: S 28-02-49 W Length: 30.00  
North: 4819.7930 East: 3157.7760

Perimeter: 1088.89 Area: 15,388 sq.ft. 0.35 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0057 Course: N 46-56-25 E  
Error North: 0.00386 East: 0.00413

Precision 1: 192,562.20

EXHIBIT B

LEGAL DESCRIPTION OF THE CITY PROPERTY

## Exhibit B

### LEGAL DESCRIPTION OF THE CITY PROPERTY

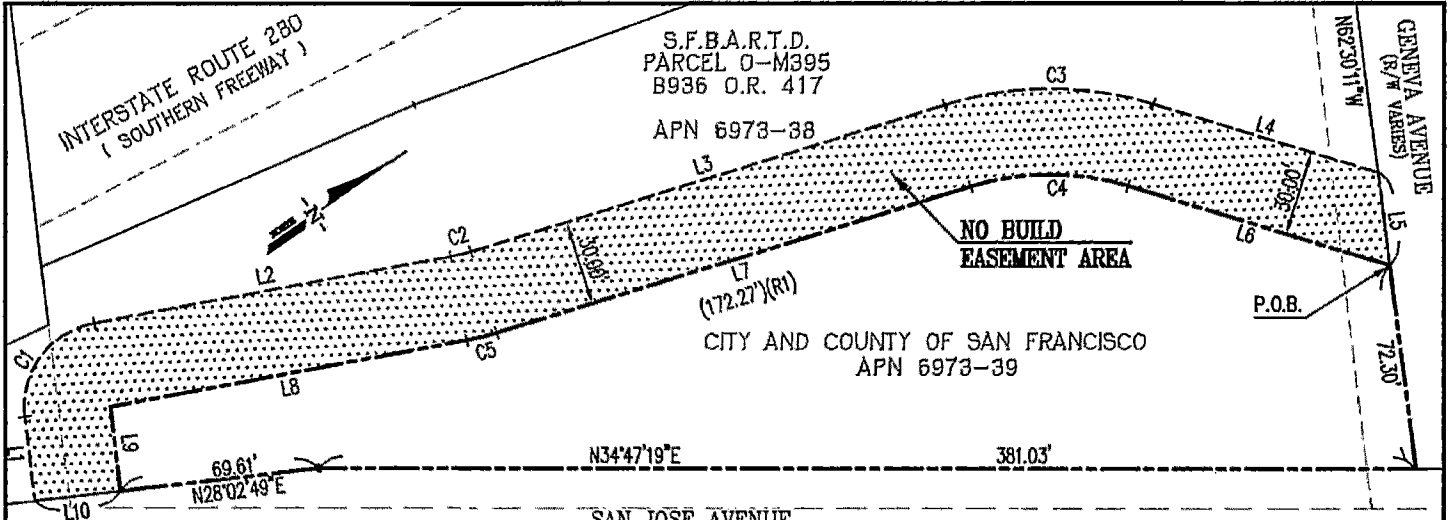
That portion of the following described property lying Southwesterly of the Southwesterly line of Geneva Avenue; BEGINNING at the point of intersection of the Southerly line of Ocean Avenue and the Westerly line of San Jose Avenue; running the Southerly, Southwesterly along the Westerly line of San Jose Avenue 1,412.488 feet to the Northerly line of Niagara Avenue 95.63 feet to the Easterly line of the Southern Pacific Railroad Company's Right of Way; thence northerly along said easterly line of said Right of Way to a point on the Easterly line of Tara Street 1.13 feet to the said Southerly line of Ocean Avenue; thence easterly along said Southerly line of Ocean Avenue 723.86 feet to the point of beginning.

EXCEPTING THEREFROM that portion condemned unto San Francisco Bay Area Rapid Transit District, a public body, corporate and politic, described as Parcel O-M395 therein, recorded October 2, 1974, as Instrument No. X-21281, Book B396, Page 417 of Official Records.

EXHIBIT "C"

NO BUILD EASEMENT MAP

[This map should depict the Property, any lot adjustments/changes, and the location of the Restricted or Easement Area. It should clearly label the parcels subject to the DOR.]



LINE TABLE			CURVE TABLE			
LINE	LENGTH	BEARING	CURVE	LENGTH	RADIUS	DELTA
L1	30.00'	S61°57'11\"E	C1	45.03'	30.00'	86°00'00\"
L2	126.28'	S24°02'49\"W	C2	7.26'	62.00'	06°42'38\"
L3	172.22'	S17°20'11\"W	C3	73.41'	122.00'	34°28'37\"
L4	81.79'	S51°48'48\"W	C4	55.36'	92.00'	34°28'37\"
L5	32.92'	N62°30'11\"W	C5	10.78'	92.00'	06°42'38\"
L6	95.34'	N51°48'48\"E				
L7	172.22'	N17°20'11\"E				
L8	126.28'	N24°02'49\"E				
L9	30.00'	N61°57'11\"W				
L10	30.00'	N28°02'49\"E				

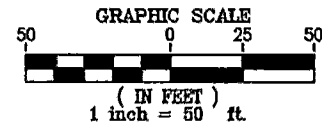
BEARINGS AND DISTANCES ARE IN THE CALIFORNIA COORDINATE SYSTEM OF 1927, ZONE III. MULTIPLY DISTANCES BY 1.0000755 TO OBTAIN GROUND LEVEL DISTANCES.

JOB NO.: 17157A10/ESMT-NO-BUILD-NAD27.dwg  
 PLOT DATE: JUNE 1, 2021

- LEGEND**
- PROPERTY LINE
  - - - - - OLD LOT LINE
  - RIGHT OF WAY LINE
  - PROPOSED NO BUILD EASEMENT
  - S.F. SQUARE FEET
  - (T) TOTAL
  - P.O.B. POINT OF BEGINNING
  - ± MORE OR LESS
  - O.R. OFFICIAL RECORD
  - S.F.B.A.R.T.D. SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
  - APN ASSESSOR'S PARCEL NUMBER

**REFERENCE**

(R1) PARCEL 0-M395, B936 O.R. 417



**EXHIBIT "C"**

PLAT TO ACCOMPANY LEGAL DESCRIPTION

**NO-BUILD EASEMENT**

CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

JUNE 2021

PREPARED BY

**LUK AND ASSOCIATES**

CIVIL ENGINEER - LAND PLANNERS - LAND SURVEYORS

738 ALFRED NOBEL DRIVE

HERCULES, CALIFORNIA 94547

(510) 724-3388

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by this Easement Agreement, dated June 15, 2021, to the San Francisco Bay Area Rapid Transit District, is hereby accepted by virtue of the authority granted by motion of the San Francisco Bay Area Rapid Transit District Board of Directors on May 27, 2012, and the District consents to recordation thereof by its duly authorized officer.

Dated: June 25, 2021

SAN FRANCISCO BAY AREA RAPID  
TRANSIT DISTRICT,  
a rapid transit district






By: Sean T. Brooks  
Sean T. Brooks, Director of  
Real Estate

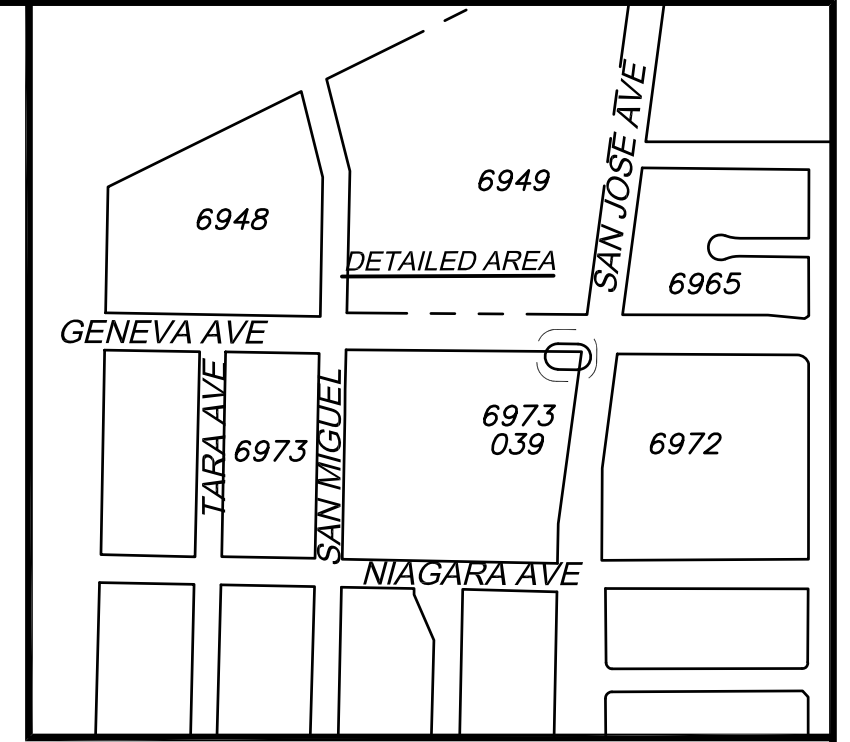
**BASIS OF BEARINGS**

THE BASIS OF BEARINGS OF THIS SURVEY IS TAKEN BETWEEN THE FOUND CITY MONUMENT AT THE INTERSECTION OF NIAGARA AVENUE AND TARA STREET AND CALTRANS MONUMENT F-31 AS SHOWN ON THE CALIFORNIA STATE HIGHWAY MONUMENT MAPS, 4-SF-82-PM 1.2, S-99.4 AND 4-SF-82-PM 1.4, S-99.5. TAKEN AS NORTH 33°13'24" EAST.

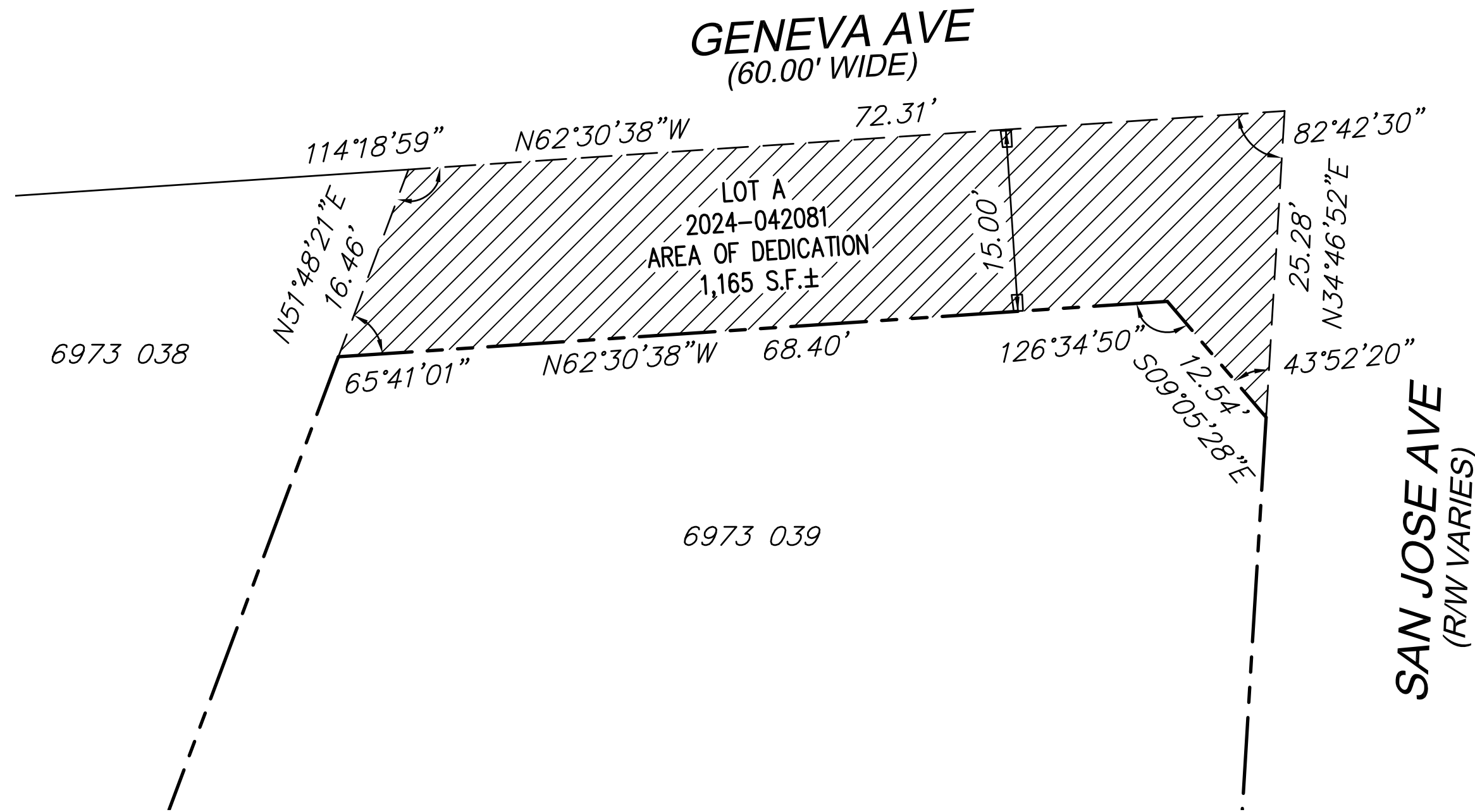
APN TABLE		
DEDICATION PARCEL	6973	041
PARENT PARCEL	6973	040

**LEGEND**

-  6973 040 ASSESSORS BLOCK AND LOT NUMBER
-  PROPERTY LINE
-  PROPERTY LINE TO BE ABANDONED
-  RIGHT-OF-WAY LINE TO REMAIN
-  AREA TO BE DEDICATED AS A PUBLIC STREET



VICINITY MAP  
NOT TO SCALE



THIS MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY ON 10/17/2017.



JACQUELINE LUK, PLS 8934 DATE \_\_\_\_\_

**CITY AND COUNTY SURVEYOR'S STATEMENT:**

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_



BY: \_\_\_\_\_

CITY AND COUNTY SURVEYOR  
ELIAS WINSLOW FRENCH, PLS 9406

THIS MAP COMPRISING OF \_ SHEETS, IS APPROVED AND MADE OFFICIAL AND THE PARCELS SHOWN HEREON ARE DECLARED TO BE AN OPEN PUBLIC STREET, DEDICATED TO PUBLIC USE TO BE KNOWN BY THE NAME AS SHOWN ON THIS MAP BY ORDINANCE NO. \_\_\_\_\_, OF THE BOARD OF SUPERVISORS ADOPTED THE \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_.

RIGHT OF WAY DEDICATION DEEDED TO THE CITY AND COUNTY OF SAN FRANCISCO BY DOC. NO. 2024-043496, DEED RECORDED JUNE 6, 2024.

OFFER OF IMPROVEMENTS ACCEPTED BY THE CITY AND COUNTY OF SAN FRANCISCO BY DOC. NO. \_\_\_\_\_, RECORDED \_\_\_\_\_.

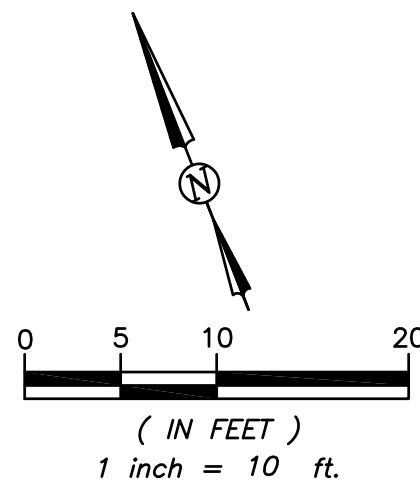
**RECORDER'S STATEMENT**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_  
AT \_\_\_\_\_ M., IN BOOK \_\_\_\_\_ OF SURVEY MAPS, AT PAGES \_\_\_\_\_, INCLUSIVE,

AT THE REQUEST OF SFPW-BUREAU OF STREET USE AND MAPPING.

SIGNED: \_\_\_\_\_  
COUNTY RECORDER  
CITY AND COUNTY OF SAN FRANCISCO  
STATE OF CALIFORNIA

FREE RECORDING REQUESTED PURSUANT TO GOVERNMENT CODE SECTION 27383.



**CITY AND COUNTY OF SAN FRANCISCO**

**SAN FRANCISCO PUBLIC WORKS**

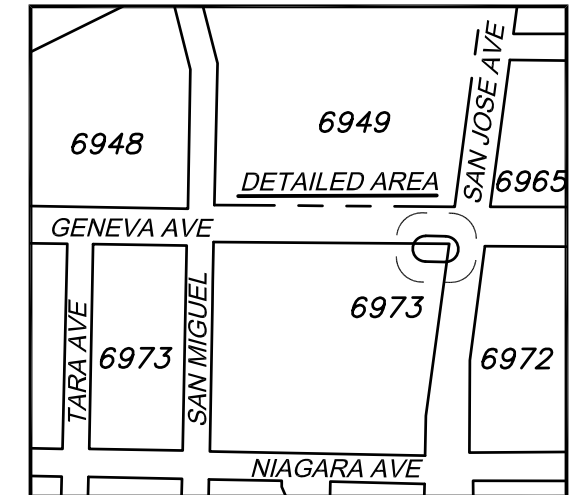
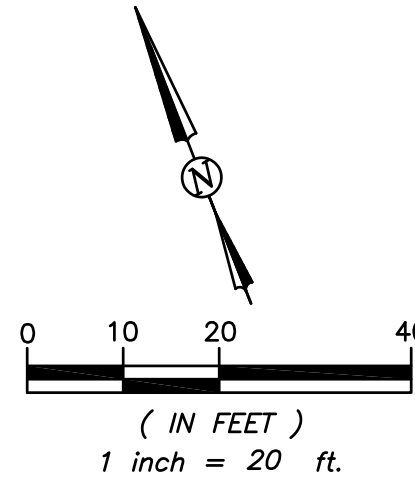
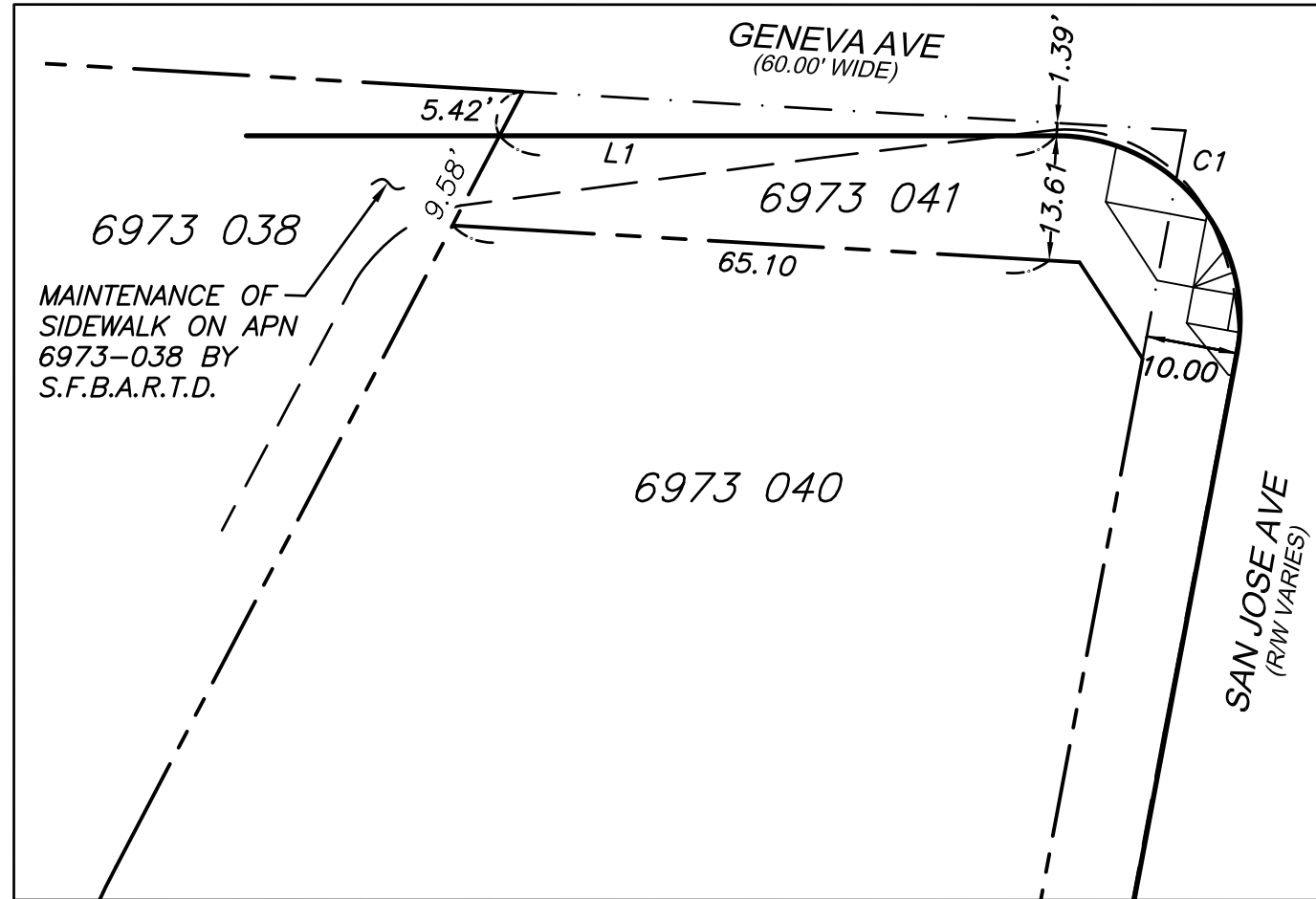
MAP SHOWING DEDICATION AND WIDENING OF GENEVA AVENUE

FILE: A-17-232

SHEET 1 OF 1

SCALE: 1" = 10'

REVISION



VICINITY MAP  
 NOT TO SCALE

LEGEND

- 6973 040 ASSESSORS BLOCK AND LOT NO.
- NEW CURB LINE
- PROPERTY LINE TO BE ABANDONED
- PROPERTY LINE
- EXISTING OFFICIAL CURB TO BE REMOVED

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	35.13'	20.00'	100°39'05"

LINE TABLE

LINE #	LENGTH
L1	60.66'



APPROVED:

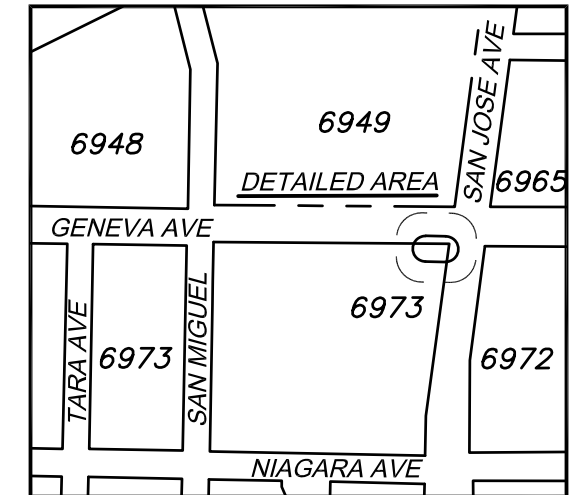
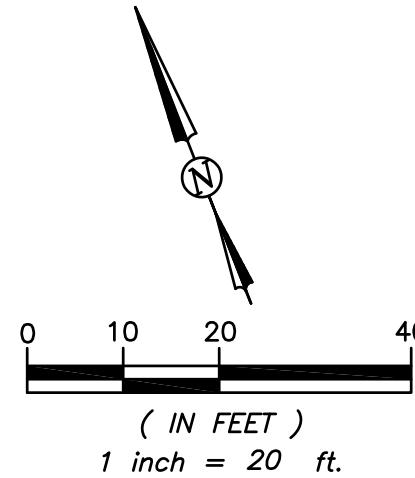
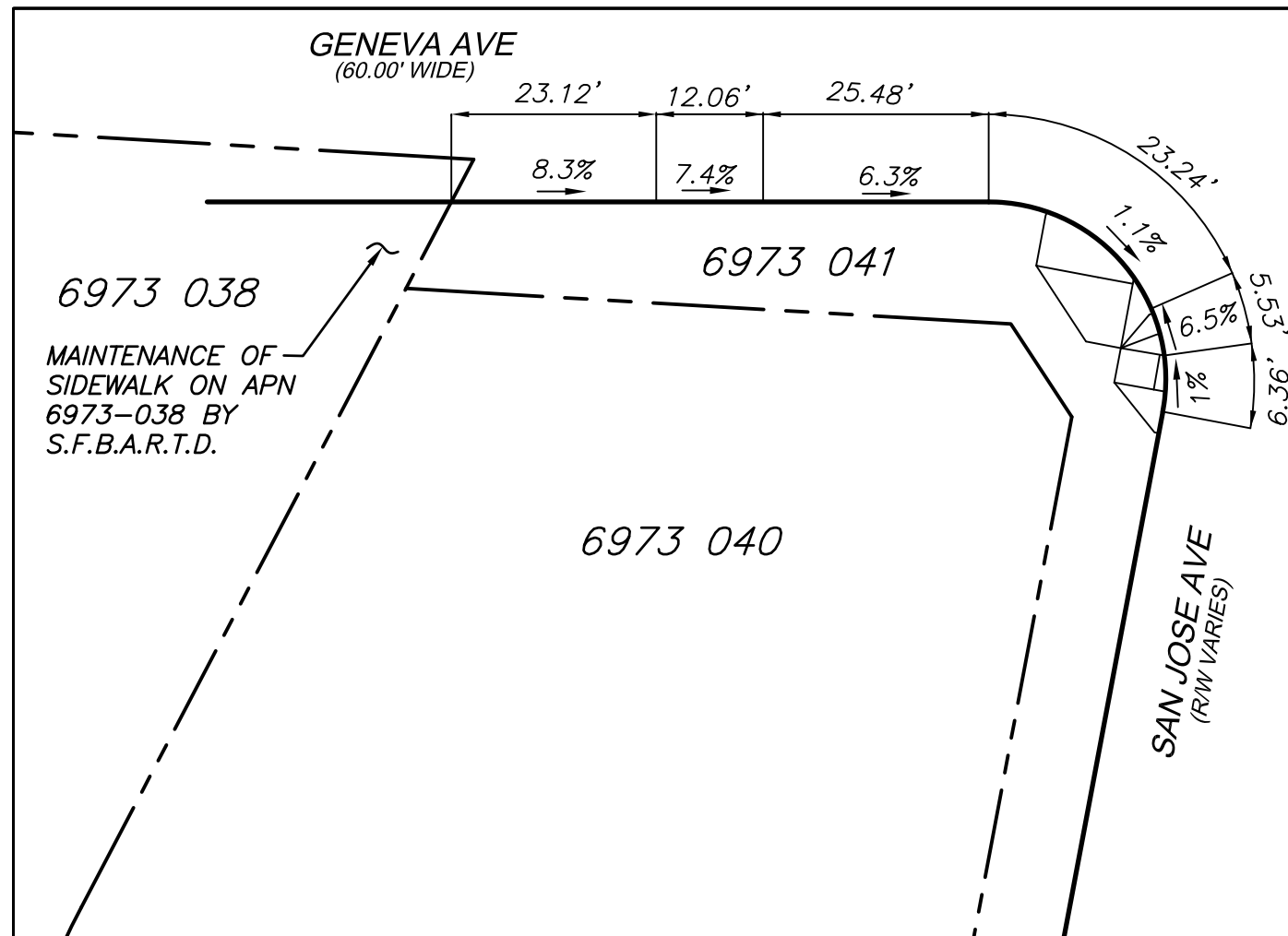
CITY AND COUNTY SURVEYOR  
 ELIAS WINSLOW FRENCH, PLS 9406

DATE

CITY AND COUNTY OF SAN FRANCISCO  
 DEPARTMENT OF PUBLIC WORKS

OFFICIAL SIDEWALK WIDTHS AND GRADES FOR THE WIDENING OF GENEVA AVENUE,  
 FRONTING AB 6973 LOT 040

FILE: Q-20-1214	SHEET 1 OF 2	SCALE: 1"=20'	REVISION
-----------------	--------------	---------------	----------



VICINITY MAP  
 NOT TO SCALE

LEGEND

- 6973 040 ASSESSORS BLOCK AND LOT NO.
- CURB LINE
- - - - - PROPERTY LINE TO BE ABANDONED
- PROPERTY LINE



APPROVED:

\_\_\_\_\_  
 CITY AND COUNTY SURVEYOR  
 ELIAS WINSLOW FRENCH, PLS 9406

\_\_\_\_\_  
 DATE

CITY AND COUNTY OF SAN FRANCISCO  
 DEPARTMENT OF PUBLIC WORKS

OFFICIAL SIDEWALK WIDTHS AND GRADES FOR THE WIDENING OF GENEVA AVENUE,  
 FRONTING AB 6973 LOT 040

FILE: Q-20-1214

SHEET 2 OF 2

SCALE: 1"=20'

REVISION

**SURVEYOR'S STATEMENT**

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT AT THE REQUEST OF THE MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT IN MARCH 2024.

I FURTHER STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: Jacqueline Luk 5/7/24  
JACQUELINE LUK, P.L.S. 8934 DATE



**RECORDER'S STATEMENT**

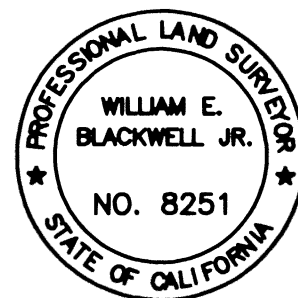
FILED THIS 30 DAY OF MAY 2024 AT 10:36 AM. IN BOOK JK OF SURVEY MAPS, AT PAGE 119-120, AT THE REQUEST OF THE MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT.

BY: JJ Torres  
COUNTY RECORDER  
CITY AND COUNTY OF SAN FRANCISCO  
STATE OF CALIFORNIA

**CITY AND COUNTY SURVEYOR'S STATEMENT**

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE PROFESSIONAL LAND SURVEYORS' ACT THIS 20<sup>th</sup> DAY OF May 2024.

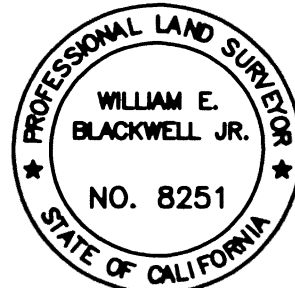
William E. Blackwell Jr.  
WILLIAM E. BLACKWELL JR., PLS 8251  
ACTING CITY AND COUNTY SURVEYOR  
CITY AND COUNTY OF SAN FRANCISCO



**CITY AND COUNTY SURVEYOR'S STATEMENT OF COMPLIANCE**

I HEREBY STATE THAT I HAVE EXAMINED THIS RECORD OF SURVEY PURSUANT TO SECTION 8762.5 OF THE PROFESSIONAL LAND SURVEYORS' ACT AND THAT IT IS IN COMPLIANCE WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT, DIVISION 2 (COMMENCING WITH SECTION 66410) OF TITLE 7 OF THE GOVERNMENT CODE, AND ANY APPLICABLE LOCAL ORDINANCE ENACTED PURSUANT THERETO.

William E. Blackwell Jr. 5/20/24  
WILLIAM E. BLACKWELL JR., PLS 8251 DATE  
ACTING CITY AND COUNTY SURVEYOR  
CITY AND COUNTY OF SAN FRANCISCO



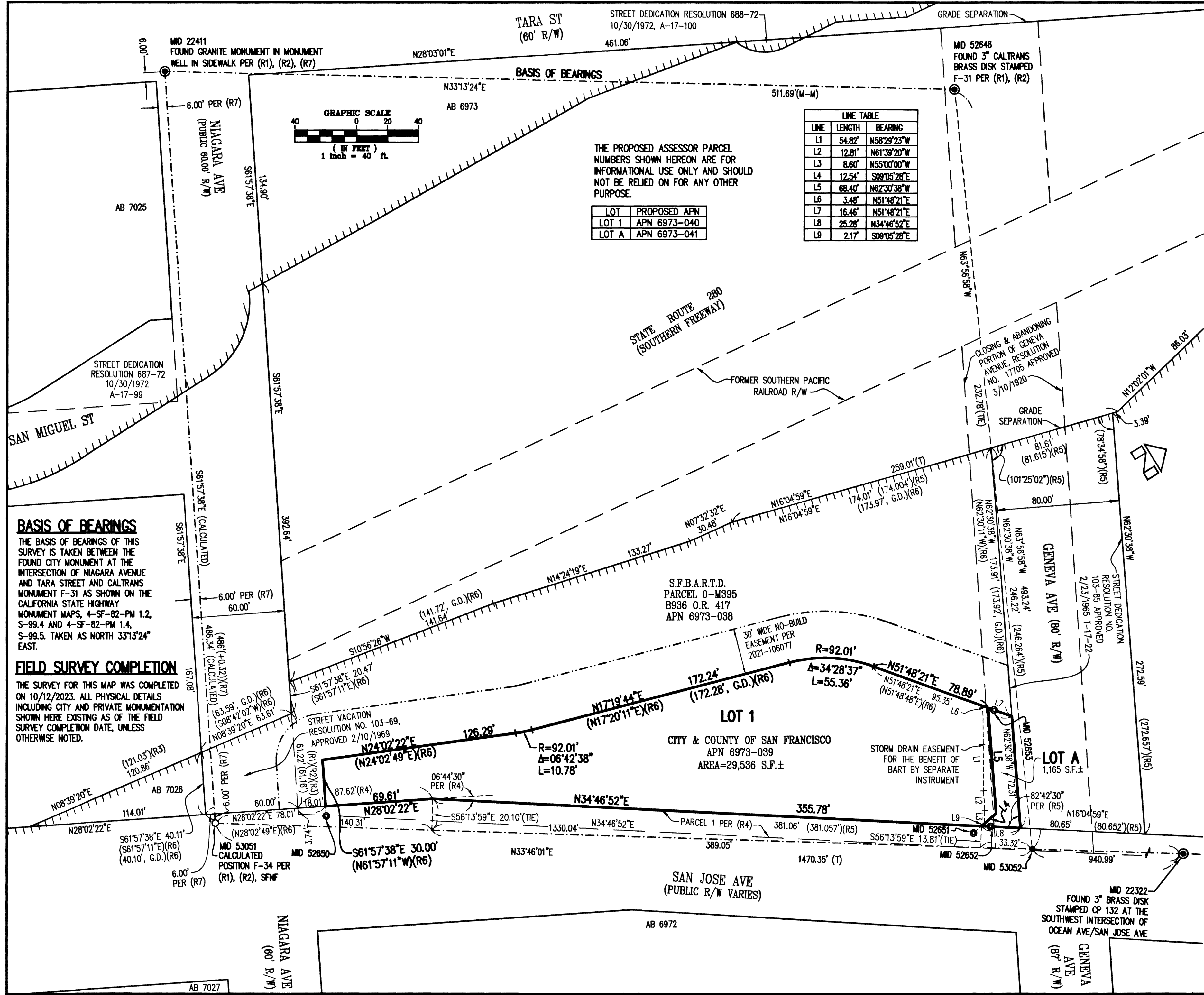
Doc # 2024042081

City and County of San Francisco			
Joaquin Torres, Assessor - Recorder			
5/30/2024	10:36:05 AM	Fees	\$11.00
Survey Map	JK 119 - 120	Taxes	\$0.00
Pages	2 Title 208 DS	Other	\$0.00
		SB2 Fees	\$150.00
		Paid	\$161.00

**RECORD OF SURVEY 12215**

OF A PORTION OF PARCEL 19 AS DESCRIBED UNDER SAN FRANCISCO COUNTY LANDS IN THAT CERTAIN DEED ENTITLED "TRANSPORTATION SYSTEM PROPERTIES, DATED AS OF SEPTEMBER 29, 1944", RECORDED SEPTEMBER 29, 1944 IN BOOK 4150, AT PAGE 1, OFFICIAL RECORDS OF CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF BLOCK 3, SAN MIGUEL CITY.

CITY AND COUNTY OF SAN FRANCISCO  
CALIFORNIA  
LUK AND ASSOCIATES  
738 ALFRED NOBEL DRIVE  
HERCULES, CALIFORNIA 94547  
MAY 2024



**BASIS OF BEARINGS**

THE BASIS OF BEARINGS OF THIS SURVEY IS TAKEN BETWEEN THE FOUND CITY MONUMENT AT THE INTERSECTION OF NIAGARA AVENUE AND TARA STREET AND CALTRANS MONUMENT F-31 AS SHOWN ON THE CALIFORNIA STATE HIGHWAY MONUMENT MAPS, 4-SF-82-PM 1.2, S-99.4 AND 4-SF-82-PM 1.4, S-99.5. TAKEN AS NORTH 33°13'24" EAST.

**FIELD SURVEY COMPLETION**

THE SURVEY FOR THIS MAP WAS COMPLETED ON 10/12/2023. ALL PHYSICAL DETAILS INCLUDING CITY AND PRIVATE MONUMENTATION SHOWN HERE EXISTING AS OF THE FIELD SURVEY COMPLETION DATE, UNLESS OTHERWISE NOTED.

**REFERENCES**

- (R1) CALIFORNIA STATE HIGHWAY MONUMENT MAPS, 4-SF-82-PM 1.2, S-99.4 AND 4-SF-82-PM 1.4, S-99.5.
- (R2) CALTRANS RIGHT OF WAY RECORD MAPS R-130A.6, R-130A.7.
- (R3) SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, RECORD MAP OF RIGHT OF WAY, SAN FRANCISCO-MISSION LINE, MODOC AVE. TO COLONIAL WAY, DATED APRIL 30, 1965, PACKAGE M005, CONTRACT M505, SHEET MRW 10, FILED FEBRUARY 14, 1977 IN PARCEL MAP BOOK 5, PAGES 26-86, OFFICIAL RECORDS OF CITY & COUNTY OF SAN FRANCISCO.
- (R4) "MAP SHOWING THE WIDENING OF SAN JOSE AVENUE", T-9-25, FILED JUNE 25, 1929, IN BOOK "M" OF OFFICIAL RECORDS, AT PAGE 15, OFFICIAL RECORDS OF CITY & COUNTY OF SAN FRANCISCO.
- (R5) "MAP SHOWING THE WIDENING AND EXTENSION OF GENEVA AVENUE BETWEEN ALEMANY BOULEVARD AND SOUTHERN FREEWAY RIGHT OF WAY", T-17-22, APRIL 1964, FILED MARCH 3, 1965 IN BOOK U OF MAPS, PAGE 69, OFFICIAL RECORDS OF CITY & COUNTY OF SAN FRANCISCO.
- (R6) "FINAL ORDER OF CONDEMNATION, NO. 588 566, AMENDED PARCEL NO. O-M395, O-M397", RECORDED OCTOBER 2, 1974, IN LIBER B936, AT PAGE 417, OFFICIAL RECORDS OF CITY AND COUNTY OF SAN FRANCISCO.
- (R7) DEPARTMENT OF PUBLIC WORKS OF CITY AND COUNTY OF SAN FRANCISCO FIELD NOTES FOR "GENEVA AVE EXTENSION FROM EL SAN JOSE AVENUE TO 100' W OF WL TARA", INDEX NO. 6973, DATED OCTOBER 16, 1951.

**LEGEND**

- BOUNDARY
- NO BUILD EASEMENT ON SFBARTD PROPERTY
- RIGHT-OF-WAY DEDICATION AREA
- MONUMENT LINE
- RIGHT-OF-WAY
- OLD LOT LINE
- EASEMENT LINE
- RECORD REFERENCE
- MEASURED DISTANCE
- RECORD DISTANCE PER MAP/DEED REFERENCE
- TOTAL
- R/W
- SFNW
- 3/4" NAIL & TAG PLS SET 2' FROM PROPERTY LINE EXTENSION
- SET 3/4" NAIL & TAG PLS 8934
- FOUND MONUMENT AS NOTED
- SET RR SPIKE PLS 8934
- ASSESSOR'S PARCEL NUMBER
- SQUARE FEET
- MONUMENT IDENTIFICATION PER CITY AND COUNTY OF SAN FRANCISCO DATABASE
- S.F.B.A.R.T.D.
- SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
- DOCUMENT NUMBER
- GROUND DISTANCE
- MORE OR LESS
- (M-M)
- MONUMENT TO MONUMENT
- ACCESS PROHIBITED
- ASSESSOR'S BLOCK

**RECORD OF SURVEY 12215**

OF A PORTION OF PARCEL 19 AS DESCRIBED UNDER SAN FRANCISCO COUNTY LANDS IN THAT CERTAIN DEED ENTITLED "TRANSPORTATION SYSTEM PROPERTIES, DATED AS OF SEPTEMBER 29, 1944", RECORDED SEPTEMBER 29, 1944 IN BOOK 4150, AT PAGE 1, OFFICIAL RECORDS OF CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA. BEING A PORTION OF BLOCK 3, SAN MIGUEL CITY

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HERCULES, CALIFORNIA 94547  
MAY 2024



# SAN FRANCISCO PLANNING DEPARTMENT

**MEMO**

*Date:* March 27, 2019

*To:* Kevin Kitchingham  
1 South Van Ness Avenue, 5th Floor  
San Francisco, CA 94103

*From:* Vladimir Vallejo  
San Francisco Planning Department

*Re:* Streamlined Approval Process for Certain Official Sidewalk Width Changes -  
Bulb-outs and Sidewalk Widening Less than One Linear Block

*Case No.* Case No. 2017-012515GPR  
Sidewalk Widening at 2340 San Jose Avenue/260 Geneva Avenue

1650 Mission St.  
Suite 400  
San Francisco,  
CA 94103-2479

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

The Department of Public Works (DPW) has established a streamlined process for approval of certain official sidewalk width changes that are supported by the City's General Plan, Better Streets Plan, and approved neighborhood streetscape plans. The proposed project has been forwarded to the Planning Department for review and comment as part of this streamlined process.

The proposed project would adjust the existing curb line along Geneva Avenue at project frontage to property line.

The Planning Department finds that the proposed sidewalk width changes are supported by the Better Streets Plan which was found to be consistent with the General Plan and the Priority Policies of Planning Code Section 101.1 (b) in Planning Commission Resolution No. 18212 and Board of Supervisors Ordinance 310-10; and incorporates those findings herein by reference. Please refer to the Design Guidelines of the Better Streets Plan, located at <http://www.sfbetterstreets.org/design-guidelines>, for direction on design, furniture placement, and materials selection within the proposed sidewalk change.

Project approved under California Senate Bill 35; considered a ministerial approval and is not subject to CEQA (refer to case number 2017-012151ENV).

OFFICE OF THE MAYOR  
SAN FRANCISCO



DANIEL LURIE  
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: Dexter Darmali, Legislative & Ethics Secretary  
RE: Geneva Avenue Widening - Public Street Dedication and Acceptance  
DATE: April 21, 2026

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Ordinance accepting public infrastructure on Geneva Avenue associated with the affordable housing project at 2340 San Jose Avenue; dedicating this public infrastructure for public use; designating the public infrastructure for public street and roadway purposes; accepting the public infrastructure for City maintenance and liability purposes, subject to specified limitations; establishing official public right-of-way width and street grade; amending Ordinance No. 1061 entitled "Regulating the Width of Sidewalks" to establish official sidewalk widths on a portion of Geneva Avenue; accepting a Public Works Order recommending various actions regarding the public infrastructure; waiving Administrative Code Chapter 23 and authorizing an interdepartmental transfer of City property from the Mayor's Office of Housing and Community Development to Public Works; authorizing official acts, as defined, in connection with this Ordinance; adopting findings under the California Environmental Quality Act; and making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

Should you have any questions, please contact Adam Thongsavat at [adam.thongsavat@sfgov.org](mailto:adam.thongsavat@sfgov.org)