

Free Recording Requested Pursuant to
Government Code Sections 27383 and 27388.1

When recorded, mail to:
Mayor's Office of Housing and Community Development
City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Housing Loan Administrator

-----Space Above This Line for Recorder's Use-----

APN: Block: 3587 Lot: 078
Block: 5524 Lot: 001
Block: 3611 Lot: 060
Block: 6692 Lot: 001
Block: 3588 Lot: 022
Block: 6520 Lot: 031
Block: 3590 Lot: 033
Block: 5501 Lot: 043
Block: 5609 Lot: 007
Block: 6570 Lot: 001
Block: 3641 Lot: 023
Block: 5690 Lot: 044
Block: 5720 Lot: 010
Block: 6532 Lot: 034
Block: 5683 Lot: 005

PURCHASE OPTION AGREEMENT

Property Addresses: 3329-3333 20th Street, 3182-3198 24th Street, 3353 26th Street, 1500 Cortland Avenue, 35 Fair Avenue, 3840 Folsom Street, 642-646 Guerrero Street, 63-67 Lapidge Street, 2217-2221 Mission Street, 3800 Mission Street, 19-23 Precita Avenue, 344-348 Precita Avenue, 269-271 Richland Avenue, 380 San Jose Avenue, and 1015 Shotwell Street

THIS PURCHASE OPTION AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2025 (the “**Effective Date**”), by and among **MEDA PRECITA SMALL PROPERTIES, LLC**, a California limited liability corporation (“**Owner**”), the Mission Economic Development Agency, a California nonprofit public benefit corporation (“**Manager**”) and the City and County of San Francisco, a municipal corporation (“**City**”), represented by the Mayor, acting by and through the Mayor’s Office of Housing and Community Development (“**MOHCD**”), with reference to the following recitals of fact:

R E C I T A L S:

A. Owner owns certain real properties located in the City and County of San Francisco, State of California, and more particularly described on the attached Exhibit A, incorporated herein by this reference, and certain improvements thereon consisting of 15 separate properties located at 3329-3333 20th Street, 3182-3198 24th Street, 3353 26th Street, 1500 Cortland Avenue, 35 Fair Avenue, 3840 Folsom Street, 642-646 Guerrero Street, 63-67 Lapidge Street, 2217-2221 Mission Street, 3800 Mission Street, 19-23 Precita Avenue, 344-348 Precita Avenue, 269-271 Richland Avenue, 380 San Jose Avenue, and 1015 Shotwell Street (collectively, the “**Property**”). The Property is improved with a 15 separate multifamily residential buildings, with an aggregate total of 89 residential rental housing units, and the buildings located at 3182-3198 24th Street, 3353 26th Street, 2217-2221 Mission Street, 3800 Mission Street, and 344 Precita Avenue contain ancillary commercial space, with an aggregate total of nine units of commercial space (the Property together with the tangible and intangible personal property directly related to the operation, management, and ownership of the Property in the possession or control of Owner, including all cash accounts, deposits, and reserves held by Owner, the “**Project**”).

B. MOHCD administers the Small Sites Acquisition and Rehabilitation Program (“**Small Sites Program**,”) for the purpose of preserving and stabilizing San Francisco’s existing rental housing stock of buildings that are up to 25 units and occupied by low- to moderate-income tenants who are vulnerable to displacement due to market-driven increases in evictions. The Small Sites Program helps San Franciscans avoid displacement eviction by removing small properties from the speculative market, stabilizing housing for current tenants of those properties, and converting the properties to permanently affordable housing. In connection with the Small Sites Program, Owner will record Declarations of Restrictions and Affordability Covenants on the Property in favor of the City, which are being amended and restated and recorded concurrently with this Agreement (the “**Declaration**”).

C. The City regulates the affordability of the Project through the Declaration, and compliance with and the continued enforceability of the Declaration is of paramount importance for the City as the regulator of the Small Sites Program. This Agreement is entered into between Owner and the City as a means of ensuring the affordability of the Project in the event that the Declaration no longer governs the Property or that Owner is in default of the regulatory obligations specified in the Declaration.

D. The term of the Declaration (the “**Compliance Term**”) is as long as the Project or any modification of the Project remains in existence, but in any event no less than ninety-nine (99) years. Although the City is lending funds to Owner for the Project, the regulatory program is separate from the City’s loan, and survives the expiration or repayment of the loan. The purchase option granted by Owner in this Agreement is granted in recognition of the City’s interest in ensuring that the regulatory program pursuant to the Declaration remains in full force and effect. Owner acknowledges and agrees that (i) the City’s interest in this Agreement is as a regulator, as a means of ensuring the continued enforceability of the Declaration, and not in its proprietary capacity, (ii) exercise of the Option is contingent upon the termination, unenforceability, or failure to comply with the Declaration, (iii) Owner intends to provide permanent affordability to low and moderate income households residing at the Project; (iv) the regulatory obligations under the Declaration are separate from repayment of the City’s loan and survive the City’s loan to Owner, (v) exercise of the Option is not dependent upon a monetary

default of the City's loan, and (vi) the Option is not a security instrument intended to circumvent California foreclosure law.

E. In connection with the Project, and in consideration of the foregoing, Owner desires to grant to the City an option to purchase the Project in certain limited circumstances.

F. Owner and City desire to set forth the terms of the option from Owner to the City.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties to this Agreement agree as follows:

A G R E E M E N T:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein.

2. Grant of Option. Owner grants to the City an option (the "**Option**") to purchase the Project on the terms and conditions set forth in this Agreement. Owner acknowledges that the grant of the Option is supported by valuable consideration received by Owner, including the Loan.

(a) Exercise Period. The period during which the City will have the right to exercise the Option will commence on the Effective Date and expire ninety-nine (99) years after the recording date of the Declaration of Restrictions (the "**Option Term**"). On request by the City, Owner will provide (and the City and/or its designee may conduct) any physical and documentary due diligence of the Project as the City may determine is necessary (provided, however, any destructive testing of the Project will require the prior consent of Owner in its reasonable discretion). Owner will cooperate with the City in such due diligence. At any time, City may deliver a written notice to Owner requesting Owner to select the appraisers under Section 3 below (the "**Appraisal Notice**"). Upon receipt of the Appraisal Notice, Owner will have thirty (30) days to provide the list of selected appraisers to City.

(b) Exercise Notice. As a condition precedent to City's Option rights, City may only exercise the Option if, during the Option Term, (i) the Declaration is terminated or is unenforceable for any reason, or (ii) in City's reasonable judgment the Declaration will be terminated or be rendered unenforceable, or (iii) Owner fails to comply with the affordability restrictions set forth in the Declaration, or (iv) if, after the City's loan for the Project is repaid, Owner receives any offer to purchase the Project or any interest therein, or intends to transfer the Project or any interest therein, then Owner must provide City an Offer Notice (defined below). In the event Owner fails to comply with the affordability restrictions in the Declaration during the Option Term, City shall provide written notice to Owner and Manager of such failure, and Owner and Manager shall have sixty (60) days to cure the failure, or, if such failure cannot be cured within such sixty (60) day period, such longer period as is reasonably necessary to cure such default, provided that such cure has been commenced within such sixty (60) day period and is being prosecuted diligently to completion. For avoidance of doubt, Manager has the right, but not the obligation, to cure any such default, and if Manager cures such default within the cure period, City will accept such action as curing the respective default. City may exercise the Option by delivering

to Owner written notice of the exercise (the “**Exercise Notice**”). The date of delivery of the Exercise Notice will be the first day of the escrow period set forth in Section 4 below. “**Offer Notice**” means a written notice from Owner to the City containing all material terms of the offer to purchase or proposed transfer of the Project. Owner will not accept any offer or transfer the Project or any interest therein for a least one hundred twenty (120) days after delivering the Offer Notice to the City, to allow the City to determine if it will exercise its Option.

(c) Option Purchase Price. If City purchases the Project pursuant to the Option, then the purchase price for the Project will be the fair market value of the Project for purposes of this subsection, determined as follows: The fair market value of the Project will be determined by an appraisal that: (i) takes into account the net balances of all of the applicable Project cash accounts; (ii) disregards the determination of the amount of indebtedness and taxes; (iii) values the Project as restricted to low and moderate income housing development as provided in the Declaration; (iv) takes into account any loan agreements or regulatory agreements pertaining to the Project; and (v) takes into account the terms of any assumable financing. Any appraiser performing an appraisal under this Agreement must be a member of the Appraisal Institute with not less than five (5) years’ experience valuing projects like the Project in the geographic area where the Project is located. Within thirty (30) days after Owner receives an Appraisal Notice or Exercise Notice, Owner will notify City of Owner’s determination of the fair market value for the Project in consideration of all of the assumptions and other criteria set forth in this subsection above. If City disputes Owner’s determination of the fair market value, City will notify Owner within fourteen (14) days after Owner’s notice to City of the fair market value and the dispute will be resolved as follows:

(i) Within thirty (30) days after Owner’s notice to City of the fair market value, Owner and City will attempt in good faith to meet no less than two (2) times, at a mutually agreeable time and place, to attempt to resolve the disagreement.

(ii) If within that thirty (30)-day period Owner and City cannot agree on the fair market value, then each will select one appraiser to determine the fair market value. Within thirty (30) days after the expiration of the thirty (30) day consultation period, each party will cause its appraiser prepare and complete an appraisal report determining the fair market value and submit the report to Owner and City.

(iii) If only one appraisal report is submitted within that 30-day period, then the fair market value determined in that appraisal report will be used to establish the Purchase Price for the Project. If both appraisal reports are submitted within the 30-day period, and if the fair market values determined in the two appraisal reports differ by less than ten percent (10%) of the higher of the two, then the average of the two will be the fair market value. If the fair market value in the two appraisal reports differ by more than ten percent (10%) of the higher of the two, then the two appraisers will immediately select a third appraiser. Within thirty (30) days after the third appraiser is selected, the third appraiser will prepare an appraisal report determining the fair market value and submit the report to Owner and City. The fair market value determined in the third appraisal report will then be averaged with the closer of the fair market values from the two previous appraisals and the result will be the fair market value.

(iv) If City's Director of Property does not approve the fair market value as determined by the appraisal procedure specified above, the Director of Property may revoke City's exercise of the Extension Option. Owner and City will pay the cost of the appraiser it selects and one-half of the cost of the third appraiser.

3. Completion of Sale.

(a) Permitted Encumbrances. Within ten (10) business days after Owner receives an Exercise Notice, Owner will deliver to the City a current preliminary title report issued by a title company reasonably acceptable to the City showing such encumbrances and exceptions to title insurance coverage. Owner will convey fee simple title to the real property in the Project by grant deed subject only to all encumbrances, easements, covenants, conditions, restrictions, and other matters of record as of the Effective Date (excluding however, and free and clear of, the lien of any contractor, supplier materials provider, or the lien of any deeds of trust or other encumbrances securing any indebtedness of Owner), and any Permitted Future Encumbrances (as defined below), any off record matters ascertainable by an inspection or survey of the Project, interests of parties in possession, zoning and other laws applicable to the Project, and the lien not yet delinquent for taxes for real property, and any non-delinquent general or special assessments against the real property (collectively, "**Approved Title Exceptions**"). Owner will cause a title company to issue, upon close of escrow, an ALTA or CLTA (as the City elects) owner's policy of title insurance dated as of the close of escrow, in an amount equal to the purchase price, showing title to the real property in the Project vested in the City and subject only to Approved Title Exceptions. "**Permitted Future Encumbrances**" means, to the extent reasonably necessary for the operations of the Project as conducted or contemplated to be conducted as of the Effective Date, any third-party easement for utility, data, telecommunications, or ingress and egress; and any reciprocal easement agreement or covenants, conditions, and restrictions, granted and/or entered into by Owner. Owner will convey unencumbered title to the other property in the Project (including personal property, intangible property, accounts, plans, warranties, records, etc.) by bill of sale, assignment, or other document of conveyance acceptable to the City.

(b) Closing Requirements. The closing of the sale of the Project will be through an escrow opened with a title company reasonably acceptable to the City. Escrow for the sale of the Project will close no later than three hundred sixty-five (365) days after Owner's receipt of the Exercise Notice, unless otherwise agreed upon by Owner and the City. The costs of the sale will be apportioned between Owner and the City according to the custom then in effect in San Francisco County, California. The following will apply to the sale of the Project: (i) the sale of the Project will be on an as-is, where-is basis, with customary representations and warranties, including those implied in a California grant deed; and (ii) rents, insurance, taxes, operating expenses, and debt service then due and payable will be apportioned as of the day the grant deed is actually recorded in the official records of San Francisco County, California. Notwithstanding anything to the contrary contained in this Agreement, if City fails to purchase the Project for any reason after delivery of an Exercise Notice, then the City's liability under this Agreement will be limited solely to the termination of the Option and any other of the City's rights under this Agreement, and Owner will have no right or cause to seek any damages against the City for failure to purchase the Project.

4. No Subordination. The City's Option may not be subordinated to any first tier lien of any deeds of trust or other encumbrances against the Project securing any indebtedness of

Owner after the Effective Date without the City's prior written consent, which may be given or withheld in the City's sole discretion.

5. Quitclaim Deed and Termination of Option. Upon termination of the Option, the City agrees, upon Owner's request, to (i) execute and deliver to Owner a quitclaim deed, releasing all of the City's rights, title, and interest in and to the Project, and (ii) execute, acknowledge, and deliver such other documents as may be reasonably required by Owner's title company to remove the cloud of the Option from title to the Project.

6. Notices. Notices, demands, and communications between the parties must be in writing and will be served personally or by United States mail, sent certified, return receipt requested, post prepaid, and,

if intended for Owner, or Manager, addressed to:

San Francisco, CA _____
Attn: [Title]

and

San Francisco, CA _____
Attn: [Title]

With a Copy to:

if intended for the City, addressed to:

Mayor's Office of Housing and Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
Re: Mission Bundle Option to Purchase
Attn: Director

with copies of all notices to be sent to:

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

or to such address as a party may have furnished to the other in writing as a place for the service or notice. Any notice delivered personally or so mailed will be deemed to have been received on the delivery date, or the date that delivery is refused by the addressee, as shown in the records of the deliverer or on the return receipt, as applicable.

7. Reserved.

8. Miscellaneous.

(a) Each party to this Agreement represents and warrants that it has not had or will have any dealings with any person, firm, broker, or finder in connection with the negotiation of this Agreement and/or the consummation of the transaction contemplated under this Agreement. Each party to this Agreement will indemnify and hold harmless the other parties from and against costs, expenses, and liabilities for compensation, commissions, or charges that may be claimed by any broker, finder, or similar party because of any actions of the indemnifying party.

(b) The rights and obligations of the parties under this Agreement will inure to the benefit of, and will bind their respective successors and assigns, including any successor to the interest of Owner in and to the Project. Upon any transfer or conveyance of the Project or any interest therein or in Manager where the prior consent of the City is required by the terms of any agreement to which Owner and/or the Manager is a party, in addition to such conditions as the City may be entitled to impose under the other agreements, the Manager and/or the transferee will execute any documentation reasonably required by the City to acknowledge and affirm the City's option under this Agreement. The Option is assignable by City on prior written notice to, but otherwise without the consent of, the Owner. Notwithstanding anything to the contrary contained in this Agreement, the City's obligation to purchase the Project after exercise of the Option will be conditioned on the approval and authorization of such transaction by the City's Board of Supervisors and Mayor, each in their sole and absolute discretion. This condition will not be required if the City assigns its rights under this Agreement to a third party.

(c) The captions used in this Agreement are for convenience of reference only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

(d) Time is of the essence of each and every agreement, covenant, and condition of this Agreement.

(e) This Agreement will be interpreted in accordance with, and governed by, the laws of the State of California.

(f) This Agreement constitutes the entire agreement by and among the parties with respect to the grant of the City of an option to purchase the Project unrelated to the right of City as a lender under any loan made by the City to Owner, and supersedes all prior offers and negotiations, oral and written. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by the parties; provided, however, no amendment or modification will be effective unless consented to in writing by the parties.

(g) The parties will record a Memorandum of Purchase Option Agreement in the Official Records of the City and County of San Francisco, California evidencing the rights of the City under this Agreement, in form and substance reasonably acceptable to the City.

9. Assignment of Option. In the event that City exercises its rights to the Option pursuant to this Agreement, City may assign this Agreement and all of City's rights hereunder to a corporation that is tax-exempt under Section 501(c)(3) of the U.S. Internal Revenue Code and that is qualified to own and operate housing developments for low income persons; provided, however, that any such assignment shall be subject to all of the terms of this Agreement. City's right to assign pursuant to the preceding sentence shall only be permitted after City elects to exercise its rights to the Option, pursuant to this Agreement. City shall give prior written notice of any permitted assignment to the parties hereto and any such assignee shall enter into a written agreement accepting the assignment and assuming all of City's obligations under this Agreement. Except as specifically permitted herein, City's rights hereunder shall not be assignable.

IN WITNESS WHEREOF, Owner, City, and Manager have executed this Agreement as of the date first above written.

OWNER:

MEDA PRECITA SMALL PROPERTIES, LLC,
a California limited liability company

By: Mission Economic Development Agency,
a California nonprofit public benefit corporation
Its: sole member and manager

By: _____
Name: Luis Granados
Its: Chief Executive Officer

[ALL SIGNATURES MUST BE NOTARIZED]

[Signatures Continue on Following Page]

MANAGER

Mission Economic Development Agency,
a California nonprofit public benefit
corporation

By: _____
Name: Luis Granados
Title: Chief Executive Officer

[ALL SIGNATURES MUST BE NOTARIZED]

[Signatures Continue on Following Page]

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

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

[SIGNATURE ABOVE MUST BE NOTARIZED]

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Elizabeth A. Dietrich
Deputy City Attorney

Exhibit A

Legal Description

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

TRACT ONE:

Parcel One:

Beginning at a point on the Westerly line of Guerrero Street, distant thereon 225 feet and 6 inches Southerly from the Southerly line of Eighteenth Street; running thence Southerly along said line of Guerrero Street 30 feet and 6 inches; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 30 feet and 6 inches; and thence at a right angle Easterly 100 feet to the point of beginning.

Parcel Two:

Beginning at a point on the Westerly line of Guerrero Street, distant thereon 261 feet and 6 inches Northerly from the Northerly line of Nineteenth Street; running thence Northerly along said line of Guerrero Street 2 feet and 6 inches; thence at a right angle Westerly 100 feet; thence at a right angle Southerly 2 feet and 6 inches; and thence at a right angle Easterly 100 feet to the point of beginning.

Being part of Mission Block No. 78.

Assessor's Lot 078; Block 3587

TRACT TWO:

Parcel One:

Beginning at the point of intersection of the Southerly line of Precita Avenue and the Westerly line of Treat Avenue; running thence Westerly and along the said Southerly line of Precita Avenue 40 feet; thence at a right angle Southerly 60 feet; thence at a right angle Easterly 40 feet to the Westerly line of Treat Avenue; thence at a right angle Northerly along said line of Treat Avenue 60 feet to the Southerly line of Precita Avenue and the point of beginning.

Being a part of Precita Valley Lot No. 151.

Parcel Two:

Beginning at a point on the Westerly line of Treat Avenue, distant thereon 60 feet, Southerly from the Southerly line of Precita Avenue; running thence Southerly and along said line of Treat Avenue 10 feet; thence at a right angle Westerly 40 feet; thence at a right angle Northerly 10 feet; thence at a right angle Westerly 40 feet to the point of beginning.

Being part of Lot No. 8 Kingston's Subdivision of Precita Valley Lots 148 to 153.

Assessor's Lot 001; Block 5524

TRACT THREE:

Commencing at a point on the Southerly line of 20th Street, distant thereon 60 feet Easterly from the Easterly line of Shotwell Street; running thence Easterly along said line of 20th Street 35 feet, 6 inches; thence at a right angle Southerly 95 feet; thence at a right angle Westerly 35 feet, 6 inches; thence at a right angle Northerly 95 feet to the point of commencement.

Being a portion of Mission Block No. 56.

Assessor's Lot 060; Block 3611

TRACT FOUR:

Beginning at the point of intersection of the Southerly line of Richland Avenue, with the Westerly line of Mission Street; running thence Southerly along said line of Mission Street 25 feet; thence Westerly and parallel with the Southerly line of Richland Avenue 100 feet; thence Northerly and parallel with said Westerly line of Mission Street 25 feet to the Southerly line of Richland Avenue; thence Easterly along said line of Richland Avenue 100 feet to the point of beginning.

Being Lot No. 18, in Block "E" French and Gilman Tract

Assessor's Lot 001; Block 6692

TRACT FIVE:

Beginning at a point on the Easterly line of Lapidge Street, distant thereon 175 feet Northerly from the Northerly line of 19th Street; running thence Northerly along said line of Lapidge Street 25 feet; thence at a right angle Easterly 80 feet; thence at a right angle Southerly 25 feet; thence at a right angle Westerly 80 feet to the point of beginning.

Being a portion of Mission Block No. 71.

Assessors' Lot 022; Block 3588

TRACT SIX:

Beginning at a point on the Easterly line of Shotwell Street, distant thereon 150 feet Southerly from the Southerly line of 24th Street; running thence Southerly and along said line of Shotwell Street, 50 feet; thence at a right angle Easterly, 122 feet and 6 inches; thence at a right angle Northerly, 50 feet; thence at a right angle Westerly, 122 feet and 6 inches, to the point of

beginning.

Being part of Mission Block No. 172.

Assessor's Lot 031; Block 6520

TRACT SEVEN:

Beginning at a point on the Easterly line of Mission Street, distant thereon 95 feet Southerly from the Southerly line of 18th Street; running thence Southerly along said line of Mission Street 30 feet; thence at a right angle Easterly 122 feet and 6 inches; thence at a right angle Northerly 30 feet; thence at a right angle Westerly 122 feet and 6 inches to the point of beginning.

Being a part of Mission Block No. 61.

Assessor's Parcel No: Lot 033, Block: 3590

TRACT EIGHT:

Beginning at a point on the Northerly line of Precita Avenue, distant thereon 89 feet, 4-5/8 inches Easterly from the Southeasterly line of Mission Street; running thence Northeasterly parallel with the Southeasterly line of Mission Street 148 feet, 7-1/8 inches to a point distant Southeasterly 83 feet, 6 inches from the Southeasterly line of Mission Street, measured at a right angle thereto from a point in said Southeasterly line of Mission Street, distant thereon 180 feet Northeasterly from the Northerly line of Precita Avenue; running thence Southeasterly at a right angle to said Southeasterly line of Mission Street 16 feet, 4-1/8 inches; thence Southwesterly 137 feet, 6-1/4 inches, more or less, to a point on the Northerly line of Precita Avenue, distant thereon 120 feet, 5 inches Easterly from the Southeasterly line of Mission Street; thence Westerly along the Northerly line of Precita Avenue 31 feet, 3/8 of an inch to the point of beginning.

Being a portion of Precita Valley Lands.

Assessor's Lot 043; Block 5501

TRACT NINE:

Beginning at a point on the Northeasterly line of Fair Avenue, distant thereon 135 feet and 6- 1/2 inches Southeasterly from the Southeasterly line of Mission Street; running thence Southeasterly along said line of Fair Avenue 22 feet and 11-1/2 inches; thence at a right angle Northeasterly 100 feet; thence at a right angle Southwesterly 22 feet and 11-1/2 inches; thence at a right angle Southwesterly 100 feet to the point of beginning.

Being a portion of Precita Valley Lots No. 356 and 357

Assessor's Lot 007; Block 5609

TRACT TEN:

Commencing at the point of intersection of the Southerly line of 26th Street and the Westerly line of Capp Street; running thence Westerly and along said line of 26th Street 25 feet; thence at a right angle Southerly 100 feet, more or less, to the Northwesterly line of Capp Street; thence Northwesterly along said line of Capp Street 31 feet, more or less, to the Westerly line of Capp Street; thence Northerly along said line of Capp Street 87 feet, 9 inches, more or less, to the point of commencement.

Being part of Mission Block No. 199.

Assessor's Lot 001; Block 6570

TRACT ELEVEN:

Beginning at the intersection of the Easterly line of South Van Ness Avenue and the Northerly line of 24th Street, running thence Northerly along said line of South Van Ness Avenue 35 feet; thence at a right angle Easterly 92 feet 6 inches; thence at a right angle Southerly 35 feet to the Northerly line of 24th Street; and running thence Westerly along said line of 24th Street 92 feet 6 inches to the point of beginning.

Being a portion of Mission Block No. 153.

Together with and as an appurtenant to the above described property an Easement for pedestrian ingress and egress over, upon and across the following described parcel of land: Beginning at a point on the Easterly line of South Van Ness Avenue, formerly Howard Street, distant thereon 35 feet Northerly from the Northerly line of 24th Street; running thence Northerly along said line of South Van Ness Avenue 5 feet; thence at a right angle Easterly 92 feet 6 inches; thence at a right angle Southerly 5 feet; thence at a right angle Westerly 92 feet 6 inches to the point of beginning.

Being a portion of Mission Block No. 153.

Assessor's Lot 023; Block 3641

TRACT TWELVE:

Beginning at a point of intersection of the Easterly line of Bradford Street with the Southerly line of Cortland Avenue; running thence Southerly along said line of Bradford Street 30 feet; thence at right angle Easterly 70 feet; thence at a right angle Northerly 30 feet to the Southerly line of Cortland Avenue, thence at a right angle Westerly said along line of Cortland 70 feet to the point of beginning.

Being a portion of Lot No. 1293 of Gift Map No. 2, as per Map thereof filed in the Office of the County Recorder of the City and County of San Francisco, State of California, November 7, 1861, recorded in Book 2, "A and B", of Maps, Page 13.

APN: Lot 044; Block 5690

TRACT THIRTEEN:

Beginning at a point on the Northerly line of Richland Avenue, distant thereof 237 feet and 6 inches Westerly from the Westerly line of Murray Street; running thence Westerly and along said line of Richland Avenue 37 feet and 6 inches; thence at a right angle Northerly 100 feet; thence at a right angle Easterly 37 feet and 6 inches; thence at a right angle Southerly 100 feet to the point of beginning.

Being all of Lot No. 45 and the Westerly one-half of Lot No. 44 in Block No. 4 Holly Park Tract.

Assessor's Lot 010; Block 5720

TRACT FOURTEEN:

Beginning at a point on the Westerly line of San Jose Avenue, distant thereon 85 feet Northerly from the Northerly line of 26th Street; running thence Northerly along said Westerly line of San Jose Avenue 27 feet; thence at a right angle Westerly 120 feet and 3 inches; thence at a right angle Southerly 27 feet; thence at a right angle Easterly 120 feet and 3 inches to the point of beginning.

Being a portion of Block No. 6, Horner's Addition.

Assessor's Lot 34, Block 6532

TRACT FIFTEEN:

Lot No. 452, Gift Map No. 2, as per Map of said tract filed November 7, 1861, in the Office of the Recorder of the City and County of San Francisco, State of California, and recorded in Book 2 "A" and "B" of Maps, Page 13.

Assessor's Lot 005; Block 5683

Street Addresses:

Tract One:

642-646 Guerrero Street
San Francisco, CA 94110
APN: Block: 3587 Lot: 078

Tract Two:

344-348 Precita Avenue
San Francisco, CA 94110

APN: Block: 5524 Lot: 001

Tract Three:

3329-3333 20th Street

San Francisco, CA 94110

APN: Block: 3611 Lot: 060

Tract Four:

3800-3804 Mission Street

San Francisco, CA 94110

APN: Block: 6692 Lot: 001

Tract Five:

63-67 Lapidge Street

San Francisco, CA 94110

APN: Block: 3588 Lot: 022

Tract Six:

1015 Shotwell Street

San Francisco, CA 94110

APN: Block: 6520 Lot: 031

Tract Seven:

2217-2221 Mission Street

San Francisco, CA 94110

APN: Block: 3590 Lot: 033

Tract Eight:

19-23 Precita Avenue

San Francisco, CA 94110

APN: Block: 5501 Lot: 043

Tract Nine:

29-35 Fair Avenue

San Francisco, CA 94110

APN: Block: 5609 Lot: 007

Tract Ten:

3353 26th Street

San Francisco, CA 94110

APN: Block: 6570 Lot: 001

Tract Eleven:

3182-3198 24th Street

San Francisco, CA 94110

APN: Block: 3641 Lot: 023

Tract Twelve:
1500 Cortland Avenue
San Francisco, CA 94110
APN: Block: 5690 Lot: 044

Tract Thirteen:
269-271 Richland Avenue
San Francisco, CA 94110
APN: Block: 5720 Lot: 010

Tract Fourteen:
380 San Jose Avenue
San Francisco, CA 94110
APN: Block 6532 Lot: 034

Tract Fifteen:
3840 Folsom Street
San Francisco, CA 94110
APN: Block 5683 Lot: 005

ACKNOWLEDGMENT

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

State of California

County of _____)

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

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)