

RECORDING REQUESTED BY:

City and County of San Francisco

AND WHEN RECORDED RETURN TO:

Real Estate Director
 San Francisco Public Utilities Commission
 525 Golden Gate Avenue, 10th Floor
 San Francisco, CA 94102

WITH A CONFORMED COPY TO:

Real Estate Division
 General Services Agency of the City and
 County of San Francisco
 Attention: Director of Property
 25 Van Ness Avenue, Suite 400
 San Francisco, CA 94102

Documentary Transfer Tax is Zero.
 Official Business Entitled to Free Recordation
 Pursuant to Government Code § 6103

Doc # **2021111532**

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

7/16/2021	4:11:26 PM	Fees	\$0.00
Pages 35	Title 087 VT	Taxes	\$0.00
Customer 035		Other	\$0.00
		SB2 Fees	\$0.00
		Paid	\$0.00

APN: Block 4285B, Lot 001

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

EASEMENT AGREEMENT AND DECLARATION OF RESTRICTIONS
(Electrical Switchgear serving HOPE SF Development Area)

This Easement Agreement and Declaration of Restrictions (“**Agreement**”) is made and entered into this 17 day of MAY, 2021, by and among the Housing Authority of the City and County of San Francisco, a public body, corporate and politic (“**Grantor**” or “**SFHA**”), the City and County of San Francisco, a municipal corporation (“**City**”), acting by and through its Public Utilities Commission (“**SFPUC**”), and Potrero Housing Associates II, L.P., a California limited partnership (“**Developer**”). Grantor, Developer, and City are each individually, together with their permitted successors and assigns, referred to in this Agreement as a “**Party**” and, collectively, as the “**Parties**.”

RECITALS

A. Grantor owns that certain real property located in the City and County of San Francisco commonly known as 1201 Wisconsin Street, and described in *Exhibit A* (the “**Property**”). The Property is part of the “Potrero HOPE SF” project (the “**Project**”), a comprehensive, phased redevelopment of the 38-acre public housing site located in the Potrero Hill neighborhood (the “**Project Area**”). The Project Area, which includes the Property, is subject to that certain Development Agreement dated March 3, 2017, by and among the City, the SFHA, and Bridge-

Potrero Community Associates, LLC, a California limited liability company (the "Master Developer"), and recorded in the City's Official Records as Document No. 2017-K416603 (the "**DA**"), and that certain Master Development Agreement dated March 3, 2017, by and among the City, the SFHA, and Master Developer, and recorded in the City's Official Records as Document No. 2017-K416601 (the "**MDA**"). The Property is also subject to that certain Infrastructure Ground Lease, dated February 1, 2021, between the SFHA and the Master Developer, and a Memorandum of Ground Lease dated February 1, 2021 and recorded in the City's Official Records as Document No. 2021023599 (the "**IFGL**"). The DA, the MDA and the IFGL (collectively, the "**Project Documents**") provide for the revitalization of the Project Area or a portion thereof, as applicable, including the demolition of existing public housing, the construction of new streets and utilities infrastructure, and the phased construction of new affordable housing and market rate housing

B. Grantor intends to lease the Property to Developer pursuant to that certain Option to Lease Agreement by and between Grantor and Developer dated January 28, 2021. The future lease is referred to in this Agreement as the "**Ground Lease**." Pending Developer's future lease of the Property, Developer will construct a building on the Property for use as an affordable housing development, in accordance with the Project Documents and the Ground Lease (the "**Building**"). Grantor's obligations as described in this Agreement are conditioned on Grantor and Developer entering into the Ground Lease.

C. The Project Documents require the installation of electrical switchgear to provide electrical service to the Project Area (the "**Switchgear**"). The Building will include space on the ground floor designated for a "**Switchgear Room**" (as defined in *Section 1.1(a)* below) for the Switchgear.

D. Developer will construct the Switchgear Room and install the associated infrastructure (the "**Infrastructure**") and service facilities (the "**Service Facilities**" as defined in *Section 1.2(h)*) pursuant to the terms of (i) a building permit and/or public improvement agreement between Developer and City, (ii) the Project Documents, and (iii) the improvement plans prepared by Carlile Macy entitled "Potrero HOPE SF Phase 2 Infrastructure SIP Plans," dated February 12, 2021, and as may be further amended and approved from time to time (collectively, the "**Switchgear Agreements**").

E. City is responsible for the installation of the "**Equipment**" (as defined in *Section 1.2(d)* below) within the Switchgear Room and Infrastructure.

F. City further anticipates that on completion of the Switchgear Room and the Infrastructure, to the satisfaction of City and a Notice of Completion by San Francisco Public Works, City will accept the Switchgear Room and the Infrastructure as a public utility for public use, and Developer will no longer be responsible for the repair, maintenance, inspection, operation, or use of the Switchgear Room (except to the extent required by this Easement Agreement) or the Infrastructure.

G. City desires to obtain the benefit of an easement after the "**Completion Date**" (as defined in *Section 1.2(a)* below), as well as the benefit of an easement prior to the Completion Date

in the event that Developer fails to install and construct the Infrastructure, Service Facilities, or the Switchgear Room as required by the Switchgear Agreements.

H. To accommodate a Project-wide switchgear within a building, Developer acknowledges that use of areas above and otherwise adjacent to the Switchgear Room will need to be restricted in order to protect people using those areas. The “**Restricted Areas**” are defined in *Section 1.4* below.

I. City desires that Grantor grant to City easements to the “**Easement Areas**” (as defined in *Section 1.2(b)* below) for access and for the installation, construction, reconstruction, replacement, augmentation, alteration, removal, repair, maintenance, inspection, operation and use of the Switchgear, Equipment, Infrastructure, and Service Facilities, and to set forth the respective responsibilities of the Parties with respect thereto, on the terms and conditions more specifically set forth in this Agreement.

AGREEMENT

In consideration of the respective representations, warranties, covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are specifically acknowledged, each of the Parties agrees as follows:

ARTICLE I

GRANT OF EASEMENTS AND OTHER RIGHTS; DECLARATION OF RESTRICTIONS

Section 1.1. Grant; Easement Areas. On the terms and conditions set forth in this Agreement, Grantor grants to City the following irrevocable easements (each, an “**Easement**” and collectively, the “**Easements**”), in gross, the Easements to commence on the Completion Date (as defined in *Section 1.2(a)* below) or, in accordance with *Section 2.2* (Early Commencement), to commence on a date prior to the Completion Date (as defined in *Sec. 1.2(a)*) (as applicable, the “**Commencement Date**”):

(a) the exclusive right (i) to install, construct, reconstruct, replace, augment, alter, remove, repair, maintain, inspect, operate and use any of the Equipment, Infrastructure, and Service Facilities within the Switchgear Room depicted on the attached *Exhibit B-1* (the “**Switchgear Room Easement Area**” or the “**Switchgear Room**”), and (ii) to use the Switchgear Room in connection with the repair, maintenance, inspection, operation, or use of the Switchgear. As discussed in greater detail, below, when a precise description of the Switchgear Room is known, the Parties will amend this Agreement to add a legal description as *Exhibit B* and to update *Exhibit B-1*.

(b) the nonexclusive right to install, construct, reconstruct, replace, augment, alter, remove, repair, maintain, inspect, operate and use any of the Infrastructure, including, without limitation, conduits, cables and wiring and any related utilities between the Switchgear Room and electrical facilities in the public right-of-way adjacent to the Property to be installed in the subsurface area under the Switchgear Room Easement Area and under the portion of the ground floor of the

Building depicted on the attached **Exhibit B-1** (the “**Utility Lines Easement Area**”). As discussed in greater detail, below, when a precise description of the Utility Lines Easement Area is known, the Parties will amend this Agreement to add a legal description as **Exhibit C** and a depiction as **Exhibit C-1**;

(c) the nonexclusive right (i) to have access to the Switchgear Room over that portion of the Property and the ground floor of the Building depicted on the attached **Exhibit B-1** (the “**Access Easement Area**”), (ii) to place, use, and operate power cables and generators (“**Generators**”) in the Access Easement Area if reasonably necessary or appropriate to provide emergency, back-up, or additional power to the Equipment, the Switchgear Room, and/or the Switchgear, and (iii) to use the Access Easement Area as reasonably necessary or appropriate for equipment staging in connection with, and parking of vehicles of any employees and agents of the SFPUC and its contractors who are engaged in activities permitted under this Agreement, all so as to minimize interference with Developer’s use and operation of the Property. As discussed in greater detail, below, when a precise description of the Access Easement Area is known, the Parties will amend this Agreement to add a legal description as **Exhibit D** and a depiction as **Exhibit D-1**;

(d) the nonexclusive right to park vehicles of any SFPUC employees, agents, and contractors in the parking space designated as “Loading” on attached **Exhibit B-1** (the “**Parking Easement**”) while engaged in activities permitted under this Agreement. Developer will maintain signage for the Parking Easement Area restricting non-SFPUC uses (e.g., refuse removal or freight services) to a maximum of ten minutes if the Parking Easement Area is needed by the SFPUC. Developer will be responsible for enforcement. As discussed in greater detail, below, when a precise description of the Parking Easement Area is known, the Parties will amend this Agreement to add a legal description as **Exhibit D** and a depiction as **Exhibit D-1**; and

(e) the Parties acknowledge and agree that as of the Commencement Date the Easements Areas will be located in the Building, which is (i) owned in fee by the Developer, and (ii) on the Developer’s leasehold interest as provided in the Ground Lease. Subject to the foregoing condition precedent, the obligations of the Grantor as set forth in this **Section 1.1** are assigned from the Grantor to the Developer.

Section 1.2. Definitions.

(a) “**Completion Date**” means the date of Developer’s completion of the Switchgear Room shell and all Infrastructure and Service Facilities required to enable the City to install the Equipment.

(b) “**Easement Areas**” means, collectively, the Control Room Easement Area, the Utility Lines Easement Area, the Access Easement Area; and the PUC Parking Space.

(c) “**Environmental Laws**” means any and all present and future federal, state and local laws (whether under common law, statute, rule, regulation or otherwise), requirements under permits issued with respect thereto, and other requirements of “**Governmental Authorities**” (as defined below) relating to the environment, to any “**Hazardous Substance**” (as defined below) or to any activity involving Hazardous Substances.

(d) **“Equipment”** means the Switchgear, as well as any cables, wiring, electric panels and the control system for the Switchgear, including, without limitation, electronic and computerized switchboards and monitors, and any cables, wiring, or other equipment connecting the Switchgear Room and electrical facilities in the public right-of-way adjacent to the Property, any transformers and Generators or inverters used to supply emergency, back-up, or additional power to the Switchgear Room or Service Facilities, either located within or outside of the Switchgear Room and/or the Switchgear, and any cables, wiring or other equipment connecting any Generators to the Switchgear Room.

(e) **“Governmental Authorities”** means any local, state or federal agency, court, board, bureau or other governmental or quasi-governmental authority having jurisdiction with respect to any portion of the Project.

(f) **“Hazardous Substances”** means any chemical, compound, material, mixture, living organism or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws as a “hazardous substance,” “hazardous material,” “hazardous waste,” “extremely hazardous waste,” “infectious waste,” “toxic substance,” “toxic pollutant” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity including any petroleum, polychlorinated biphenyls (PCBs), asbestos, radon, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

(g) **“HUD”** means the United States Department of Housing and Urban Development.

(h) **“Infrastructure”** means the substructures connecting the Switchgear to electrical facilities in the public right-of-way adjacent to the Property, conduits, environmental controls, electric, heating, ventilation, air conditioning, fire suppression, alarm, or other system servicing the Switchgear Room.

(i) **“Service Facilities”** includes but is not limited to environmental sensors and controls, electric, heating, ventilation, air conditioning, fire suppression and detection, if necessary, alarm, security, including room entry access and cameras, or other systems or controls servicing the Switchgear Room.

Section 1.3. Reserved Rights. Developer reserves the right to use the above ground areas of the Utility Lines Easement Area and the Access Easement Area for any and all purposes permitted by law that will not unreasonably interfere with the rights granted City through this Agreement, subject to the provisions of **Section 4.1**.

Section 1.4. Restriction on Use of Restricted Area. During the Term (as defined in **Section 2.1** below), neither Grantor nor Developer will designate the area shown and described on attached **Exhibit F** (the **“Restricted Area”**) for any use that encourages prolonged occupancy, including but not limited to living space or office space. As of the date of this Agreement, the Restricted Area is designated for the construction of a mini park. Any change to the use of the Restricted Area requires prior written approval from the SFPUC General Manager.

Section 1.5. Required Amendment to Add Legal Descriptions. As of the date of this Agreement, the Building has not been constructed and Developer has not provided preliminary legal descriptions or depictions for the Easement Areas. Within thirty (30) days of issuance of temporary certificate of occupancy for the Building, Developer will provide legal descriptions and depictions for all Easement Areas and as Grantor's successor in interest, will promptly enter into and record an amendment to this Agreement including City-approved legal descriptions and depictions of the Easement Areas.

ARTICLE II

TERM AND TERMINATION

Section 2.1. Term. The term of this Agreement (the "**Term**") will commence on the Commencement Date and be perpetual, unless terminated, in whole or in part, in accordance with **Section 2.2, Section 9.3** or applicable law.

Section 2.2. Early Commencement. The Switchgear is required to serve the Project Area rather than just the Building and Property. If Grantor does not enter into the Ground Lease or otherwise builds other portions of the Project Area without providing space for the Switchgear, City may enter the Property and install temporary switchgear and associated facilities for use until Grantor provides an alternative switchgear site. Entry onto and use of the Property prior to the Completion Date is "**Early Commencement.**" If City intends to invoke this provision, City will provide Grantor at least sixty (60) days' notice.

Section 2.3. Termination and Effect of Termination.

(a) **Unilateral Termination by City.** This Agreement may be terminated at any time as to all or any portion of the Easement Areas by quitclaim deed. No termination fee will be due from or to any Party in connection with such termination.

(b) **Effect of Termination; Survival.** The termination of this Agreement, in whole or in part, will not extinguish or otherwise affect any obligations or liabilities of the Parties that have accrued prior to such termination, and those provisions that expressly survive the termination of this Agreement.

Section 2.4. No Obligation to Remove Equipment. Other than the Equipment in the Switchgear Room, City will have no obligation to remove any of the Equipment on, before, or after termination of this Agreement.

ARTICLE III

CITY'S RIGHTS AND RESPONSIBILITIES

Section 3.1. City's Responsibilities. From and after the Commencement Date, City will fulfill the following responsibilities:

(a) City will be solely responsible for, and will pay for all costs associated with, City's activities within any Easement Area pursuant to this Agreement, including, without limitation,

the reconstruction, replacement, augmentation, alteration, removal, repair, maintenance, inspection, operation and use of the Equipment, the Infrastructure, and the Switchgear Room. City will use commercially reasonable efforts to keep the Equipment, the Infrastructure, and the Switchgear Room (excluding the interior walls of the Switchgear Room) in safe condition.

(b) City will be solely responsible for obtaining any other permits, licenses, approvals and other governmental entitlements necessary for any of City's activities within any Easement Area.

(c) City may remove any of the Equipment and Service Facilities at any time without prior notice to Grantor. If City removes any Equipment or Service Facilities, City will be responsible for the repair of any damage to the Building caused by City during the removal.

(d) Following any excavation by City in, or other work by City disturbing the surface of the Utility Lines Easement Area, City, subject to **Section 4.1(i)**, will promptly restore the surface area of the Utility Lines Easement Area to its base condition (which means basic pavement or compacted soil, as applicable). City will not be responsible for restoring any enhanced treatment that has been added to the Utility Lines Easement Area, including the use of cobblestone, brick, tile and other similar treatments.

Section 3.2. City's Access. City will have access to the Easement Areas twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

Section 3.3. Use of Generators. Grantor and Developer acknowledge that City's operation of the Generators may block portions of the Access Easement Area and create excess noise, odors, and visual and physically hazardous obstructions, including, but not limited to, high voltage electrical cabling; provided, however, City will use good faith efforts to minimize the disruption to the Building, to Developer's use or operation of the Building, or to any tenant's use or operation of the Building. Developer releases City from any claims, demands, losses, liabilities, or damages (collectively, "**Claims**") based upon any diminution of value of, or damage to, the Building or any restriction on, or interference with, the activities or operations of Developer at the Building resulting from City's placement and/or operation of any Generators in the Access Easement Area, other than Claims resulting from the negligence or willful misconduct of City or its contractors, agents, officers, or employees.

Section 3.4. Specific Purpose Only. City may use the Easements only for the purposes set forth in this Agreement, and no other entry or activities upon or use of any part of the Property by City will be permitted. City acknowledges that, except for the exclusive right granted in **Section 1.1(a)** and **Section 1.1(d)** above, City's right to enter upon and use the various Easement Areas is non-exclusive (provided that Developer may not give any other person or entity any easement, license, or other right (i) to use the Utility Lines Easement Area that will interfere with the rights granted City under this Agreement, or (ii) to use the Access Easement Area that will unreasonably interfere with the rights granted City under this Agreement).

Section 3.5. Legal Use. City agrees not to use any of the Property (including, without limitation, the Building), the Easement Areas, or the Equipment and/or the Infrastructure for any purpose that is illegal or in violation of any applicable laws, regulations, or ordinances.

ARTICLE IV

DEVELOPER'S RESPONSIBILITIES

Section 4.1. Developer's Responsibilities. Developer will fulfill the following responsibilities:

(a) Developer will be solely responsible for maintaining and repairing the Building (including, but not limited to, the structural elements of the Building and the exterior walls of the Switchgear Room), and will use commercially reasonable efforts to keep any building systems of the Building (e.g., heating, venting, and air conditioning (HVAC) or fire suppression systems) that actually serve the Switchgear Room in good operating condition.

(b) Developer will coordinate with City the performance of any maintenance, repair, or other work by Developer that could potentially have a direct or indirect impact on the Equipment, the Infrastructure, and/or the Switchgear Room, in accordance with any procedures and guidelines agreed upon from time to time by City and Developer.

(c) If Developer acquires actual knowledge of any unauthorized parties entering or attempting to enter the Switchgear Room or of any damage to the entrance or door to the Switchgear Room, Developer will promptly notify City of such unauthorized entrance, attempted entrance, or damage. While Developer does not assume any responsibility to City to provide any security measures or assume any liability to City for failure to provide the same or for any inadequacy thereof, if Developer (in Developer's sole discretion) actually engages a company or directly employs individuals to provide security for the Building, Developer will use commercially reasonable efforts to cause representatives of such company or such individuals to periodically check the exterior entrance or door to the Switchgear Room for evidence of unauthorized parties entering or attempting to enter the Switchgear Room and of any damage to the entrance or door to the Switchgear Room and to promptly notify City of any such evidence or of any such damage.

(d) Developer will promptly notify City when Developer (including its property manager for the Building) becomes aware of any flooding or bursting or leaking of water pipes above the Switchgear Room, or in any area in the Building where there would likely be water intrusion into the Switchgear Room, and will use commercially reasonable efforts to protect the Switchgear Room from water intrusion from any such flooding or bursting or leaking water pipes.

(e) City intends to connect a hydrogen output sensor in the Switchgear Room to the Building's alarm system. Developer will maintain an alarm system capable of reading the data from the hydrogen output sensor. Developer will immediately notify City in case of an alert from the hydrogen output sensor by phone call to San Francisco 3-1-1.

(f) If City provides Developer notice of City's intent to place or operate any Generators or other heavy equipment (such as excavators, cranes, lifts, fueling trucks, or similar equipment necessary to perform maintenance, repairs, renovations, or other necessary work) near the Building or in the Access Easement Area, Developer will use commercially reasonable efforts to notify tenants or other occupants of the Building prior to the City's placement and/or operation of any such Generators or other heavy equipment (provided that the foregoing will not be deemed,

construed, or interpreted as requiring prior notice to such tenants or other occupants in the event of an emergency).

(g) Developer will use commercially reasonable efforts to remedy, or cause to be remedied, any latent or patent defects in the construction of the Switchgear Room's core and shell or of any building systems that actually serve the Switchgear Room of which Developer acquires actual knowledge within one (1) year after the Commencement Date ("**Defective Work**"); provided, however, if the Defective Work is covered for a longer period by warranty, then such one (1) year period will be extended until expiration of the warranty period. Further, Developer will use commercially reasonable efforts to enforce on behalf of City any rights or warranties Developer may have against other parties related to any Defective Work ("**Enforcement Obligation**").

(h) Upon receipt of an invoice from City, Developer will promptly reimburse City for the cost to repair any damage to the Equipment or the Switchgear Room resulting from the negligence or willful misconduct of Developer or its contractors, agents, officers, or employees.

(i) Developer agrees that no trees or shrubs will be planted, no structures or improvements of any kind or character will be constructed or placed, and, following the installation of any Equipment in the Utility Lines Easement Area, no excavation (including the installation of any other public or private utilities) will occur, above, under, on or within the Utility Lines Easement Area without the prior written consent of the SFPUC General Manager, which consent may be granted or withheld in their sole discretion. If the SFPUC General Manager consents to the installation of additional public or private utilities above, under, on or within the Utilities Lines Easement Area, then the SFPUC General Manager will have the further right to approve, in their sole discretion, the location of any such utilities to limit the impact of such utilities on the Equipment and/or the Infrastructure. A request for approval under this **Section 4.1(i)** ("**Utility Placement Approval Request**") will be made to the SFPUC General Manager through the SFPUC's project review process. In addition, any private or public utility provider subject to the approval requirements of this Section may also be subject to additional requirements imposed by City during the approval process that such utility provider relocate its utility facilities at its sole cost and expense as may be reasonably required by City in the exercise of City's rights under this Agreement, City ordinances or other applicable law. To prevent damage to the Equipment, Developer will not use vehicles or equipment in excess of the standards established by AASHTO-H20 within the Utility Lines Easement Area during construction and/or maintenance of any improvements on or adjacent to the Utility Lines Easement Area, or for any other purpose, without SFPUC's prior written approval.

(j) If Developer plans any construction or installation activities that would affect the Switchgear Room, the Equipment, the Infrastructure, or the Switchgear Room or Utility Lines Easement Areas, Developer will submit its engineering and construction plans (which plans will also include cross-section(s) showing the applicable Easement Area(s) impacted by such activity) to SFPUC for its review and approval at least ninety (90) days before commencing such activities, through the SFPUC's project review process, which approval may be granted or withheld in SFPUC's reasonable discretion. SFPUC will complete its review and note its concerns within forty-five (45) days after its receipt of plans conforming to this Section and such other information requested by SFPUC to conduct its review. If SFPUC fails to respond within such forty-five (45) day period, then SFPUC will be deemed to have disapproved Developer's request. SFPUC may

condition any approval of Developer's proposed construction or installation activity on any reasonable grounds, including, but not limited to, (i) Developer delivering commercially reasonable security to protect, as applicable, the Switchgear Room, the Equipment, the Infrastructure, or the Switchgear Room or Utility Lines Easement Areas, (ii) SFPUC assigning personnel to monitor Developer's activities, at no cost to Developer, and (iii) delaying commencement of Developer's proposed activities to ensure that such proposed activities do not damage the Equipment or the Infrastructure or impair City's rights under this Agreement.

Section 4.2. No Developer Access to Switchgear Room. Except in the event of an emergency, Developer will have no access to the Switchgear Room unless City gives prior written consent for each entry, which consent may be granted or withheld in City's sole discretion.

Section 4.3. No Interference. After the Commencement Date, Developer will not knowingly allow the installation of any equipment, devices, systems, or physical obstructions in the Building that would result in unreasonable technical interference with the operation of the Equipment or the Infrastructure. For purposes of this Agreement, "technical interference" may include, but is not limited to, any equipment, device, system, or physical obstruction in the Building that causes electronic or physical obstruction of the operation of the Equipment or the Infrastructure; provided, however, that any standard maintenance equipment, mechanical equipment (e.g., elevators or HVAC systems), office equipment, information technology equipment, or other similar equipment, device, or system will be conclusively deemed not to cause technical interference with the Equipment or the Infrastructure. City will give Developer written notice if there is any unreasonable technical interference with the operation of the Equipment or the Infrastructure, describing the nature of such interference. On notice of any such interference, Developer will cooperate with City to identify the source of such interference, and Developer will use commercially reasonable efforts to mitigate such interference.

ARTICLE V

ADDITIONAL RIGHTS AND OBLIGATIONS

Section 5.1. Cooperation. During the term of this Agreement, each Party will provide such assistance and cooperation as the other Parties may reasonably request in connection with performance of the applicable Party's duties and obligations under this Agreement.

Section 5.2. Party Contacts. Each Party will appoint at least one representative as a contact for purposes of this Agreement. Each Party will provide the other Parties with written notice setting forth the names or titles and contact information of the individuals who are authorized to act for and on their behalf of such Party under this Agreement.

ARTICLE VI

INSURANCE

Section 6.1. Developer's Insurance Requirement. Developer will maintain property insurance coverage, extended coverage and special extended coverage insurance for the Building. Such coverage will (i) be written on the broadest available "all risk" (special-causes-of-loss) policy

form or an equivalent form reasonably acceptable to Developer, (ii) include an agreed-amount endorsement for no less than the full replacement cost of the Building or such lesser coverage amount as Developer may reasonably elect (provided, such coverage amount is not less than 90% of such full replacement cost), and (iii) from and after the Commencement Date, by written endorsement, name City, the SFPUC and their officers, directors, employees and agents as additional insureds or otherwise directly insure City's interest in the Property pursuant to this Agreement. On City's written request, Developer will promptly deliver to City certificates of insurance evidencing the insurance coverage required hereunder (and, if applicable, showing City, the SFPUC and their officers, directors, employees and agents as additional insureds); provided, however, if City expressly indicates in its written request that a copy of the actual policy for such insurance coverage is necessary for City to submit a claim under such policy or otherwise to exercise City's rights as an additional insured under such policy, then Developer will promptly deliver to City a copy of such policy.

Section 6.2. City Not Required to Carry Insurance. It is acknowledged by the Parties hereto that this Agreement does not require City to carry liability insurance with respect to its use of the Easements herein granted solely because it is the policy of City to self-insure as to the matters covered by such insurance.

ARTICLE VII

WAIVER OF SUBROGATION

The terms and provisions of this **ARTICLE VII** will be inoperative as to City unless and until City's policy of self-insurance changes and City is procuring liability insurance covering its use of the Easements granted herein. If City does obtain liability insurance, each Party, for itself and, to the extent it is legally permissible for it to do so and without affecting the coverage provided by insurance maintained by such Party, on behalf of its insurer, hereby releases and waives any right to recover against the other Parties from any liability for (i) damages for injury to or death of persons, (ii) any loss or damage to property, (iii) any loss or damage to buildings or other improvements, or (iv) claims arising by reason of any of the foregoing, to the extent that such damages and/or claims under (i) through (iv) are covered (and only to the extent of such coverage) by insurance actually carried by each party irrespective of any negligence on the part of such party which may have contributed to such loss or damage. The provisions of this **ARTICLE VII** are intended to restrict each Party (as permitted by law) to recovery for loss or damage against insurance carriers to the extent of such coverage, and waive fully, and for the benefit of the other Parties, any rights and/or claims that might give rise to a right subrogation in any such insurance carrier.

ARTICLE VIII

INDEMNIFICATION

Section 8.1. City's Indemnification Obligations. City will indemnify, defend and hold Grantor and Developer, their board members, partners, members, shareholders, and other owners, and their respective officers, directors, employees, agents, successors and assigns (for purposes of this **Section 8.1**, "**Indemnified Parties**") harmless from all liabilities, penalties, costs, damages, expenses, claims or judgments (including, without limitation, reasonable attorneys' fees)

(collectively, “**Indemnified Claims**”), resulting from injury or the death of any person, physical damage to property, or the emission, discharge, or release of Hazardous Substances on or about the Property, which injury, death, physical damage, or emission, discharge, or release of Hazardous Substances arises out of or is connected with City’s (or City’s officers, employees, agents, or contractors) use or occupancy of any part of the Property under the authority of this Agreement to the extent that such Indemnified Claims arise from the gross negligence or willful misconduct of City or its contractors, agents, officers, or employees. For purposes of any indemnification obligations of City, neither Grantor, Developer, nor any of their respective officers, employees, agent, contractors, or invitees will be deemed an agent, employee, or contractor of City.

Grantor and Developer agree to give prompt notice to City with respect to any Indemnified Claims initiated or threatened against any Indemnified Party, at the address for notices to City set forth herein, and in no event later than the earlier of (i) ten (10) business days after valid service of process as to any suit, or (ii) fifteen (15) business days after receiving written notification of the filing of such suit or the assertion of a claim that Grantor or Developer has reason to believe is likely to give rise to an Indemnified Claim hereunder. If prompt notice is not given to City, then City’s liability hereunder will terminate as to the matter for which such notice is not given but only to the extent City is prejudiced by such failure. City will, at its option but subject to the reasonable consent and approval of Grantor or Developer, as applicable, be entitled to control the defense, compromise or settlement of any such matter through counsel of City’s own choice; provided, however, that in all cases Grantor or Developer, as applicable, will be entitled to participate in such defense, compromise, or settlement at its own expense.

Section 8.2. Developer’s Indemnification Obligations. Without limiting the effect of the release set forth in ***Section 3.3*** above, from and after the Commencement Date, Developer will indemnify, defend and hold City, its officers, directors, shareholders, employees, agents, successors and assigns (for purposes of this ***Section 8.2, “Indemnified Parties”***) harmless from all Indemnified Claims, resulting from injury or the death of any person or physical damage to property, which injury, death or physical damage arises out of Developer’s failure to comply with the terms and conditions of this Agreement or any Defective Work, to the extent that such Indemnified Claims arise from the negligent or wrongful acts or omissions of Developer or its contractors, agents, officers, or employees. In no event will Developer be liable for any consequential, incidental or punitive damages.

City agrees to give prompt notice to Developer with respect to any Indemnified Claims initiated or threatened against any Indemnified Party, at the address for notices to Developer set forth herein, and in no event later than the earlier of (i) ten (10) business days after valid service of process as to any suit, or (ii) fifteen (15) business days after receiving written notification of the filing of such suit or the assertion of a claim that City has reason to believe is likely to give rise to an Indemnified Claim hereunder. If prompt notice is not given to Developer, then Developer’s liability hereunder will terminate as to the matter for which such notice is not given but only to the extent Developer is prejudiced by such failure. Grantor will, at its option but subject to the reasonable consent and approval of City, be entitled to control the defense, compromise or settlement of any such matter through counsel of Developer’s own choice; provided, however, that in all cases City will be entitled to participate in such defense, compromise, or settlement at its own expense.

ARTICLE IX

DAMAGE AND DESTRUCTION

Section 9.1. Repair of Damage by Developer. If the Switchgear Room or portions of the Building necessary for City's exercise of one or more of its Easements is damaged by a fire, earthquake, or any other act of nature ("**Casualty**") and Developer elects (in Developer's sole discretion) to repair or restore the Building, Developer will repair or restore the Switchgear Room to shell condition as part of Grantor's repair or restoration of the Building. Developer, within ninety (90) days after the date of the Casualty, will provide written notice to City indicating whether Developer has elected to repair or restore the Building. In no circumstances will Developer have any responsibility to restore or rebuild any portion of the Equipment or the Infrastructure.

Section 9.2. Repair Period Notice. If Developer elects (in Developer's sole discretion) to repair or restore the Building, Developer, within thirty (30) days after notifying City of such election, will provide written notice to City indicating, in Developer's good faith judgment, the anticipated period for repairing or restoring the Building to the extent necessary for City to resume its exercise of the Easements affected by the Casualty ("**Repair Period Notice**").

Section 9.3. Suspension of City's Easement Rights. Subject to **Section 9.4** below, if the Building is substantially damaged by a Casualty, SFPUC determines that, as a result of such Casualty, the Switchgear cannot be reliably operated using the Equipment remaining in the original Switchgear Room, and Developer elects (in Developer's sole discretion) not to repair or restore the Building, City's Easement rights will be suspended until Developer or any of its successors or assigns commences the repair or restoration of the Building or the construction of a new project at the Building site.

Section 9.4. Temporary Space. In the event of a Casualty affecting the Easements, Developer will reasonably cooperate with City to provide City with accommodations at the Project site for a temporary switchgear ("**Temporary Switchgear**") to minimize the disruption caused by such Casualty. The location of any Temporary Switchgear on the Property will be within the general location of the original Switchgear Room or such other location reasonably acceptable to each Party. The footprint of any Temporary Switchgear at the Project site will not be more than 50% larger than the footprint of the original Switchgear Room (unless necessary to comply with then current law), and the Easement Areas may be reasonably modified, on a temporary basis, to account for the expanded footprint of any Temporary Switchgear. If providing such accommodations on the Property would materially and adversely impair Developer's operations on the Property and City is able to find a location off the Property that is reasonably satisfactory to City for a Temporary Switchgear, then City will locate the Temporary Switchgear off the Property. If, after construction of a Temporary Switchgear, Developer or any of its successors or assigns elects to repair or restore the Building or to construct a new project, then Developer will provide written notice of such election to City at least six (6) months before commencing any repairs, restoration, or construction so that City may construct a Temporary Switchgear off the Property during such repairs, restoration, or construction. Developer will be responsible for the reasonable costs of constructing and dismantling the "core and shell" of any Temporary Switchgear, if housed in a fence or structure. In no circumstances, however, will Developer have any responsibility for the costs of constructing or installing any equipment or infrastructure for any Temporary Switchgear.

Section 9.5. Developer's Obligation If Rebuild. If Developer or any of its successors or assigns repairs or restores the Building or constructs a new project, then City's Easement rights will be automatically reinstated without the need for additional notice or other documentation from and after the commencement of such repair or restoration or such construction; provided, however, upon commencing construction of a new project, the dimensions and location of the new switchgear room ("**New Switchgear Room**") and the new easement areas may be reasonably modified to account for the then footprint of the new project and any other developments surrounding such project; provided, further, that Developer will use its good faith efforts to keep the New Switchgear Room within the general location of the original Switchgear Room and to keep the dimensions of the New Switchgear Room substantially the same as the dimensions of the original Switchgear Room (unless necessary to comply with then current law) so that the operation, maintenance, or repair of the electrical distribution system in the public right-of-way is not adversely impacted by a change in the location or a reduction in the dimensions of the New Switchgear Room. Developer will be responsible for the reasonable costs of repairing or restoring the "core and shell" of the Switchgear Room or constructing the "core and shell" of any New Switchgear Room. In no circumstances, however, will Developer have any responsibility for the costs of repairing or restoring any portion of the Equipment or the Infrastructure or for the costs of constructing or installing any equipment or infrastructure for any New Switchgear Room. The provisions of this **Section 9.5** will expressly survive the termination of this Agreement.

Section 9.6. Waiver of Statutory Provisions. The provisions of this Agreement, including those in this **ARTICLE IX**, constitute an express agreement between Developer, Grantor and City that applies in the event of any Casualty. Accordingly, the Parties hereby fully waive the provisions of California Civil Code Sections 1932(2) and 1933(4), and any similar statute now or hereafter in force.

Section 9.7. No Termination Fee. No Termination Fee will be due in connection with any termination of this Agreement pursuant to this **ARTICLE IX**.

ARTICLE X

MECHANICS LIENS

City's obligations pursuant to this **ARTICLE X** will not apply to any work or other activities performed by Grantor or Developer. City will keep the Project free and clear of all mechanics', material suppliers' or similar liens, or claims thereof, arising or alleged to arise in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by City or at its request or for its benefit in the Easement Areas. If any mechanics' liens are placed on the Project in connection with the activities of City set forth in this Agreement, City will promptly cause such liens to be released and removed from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute. If City will fail to release or remove such lien within ninety (90) days of City's receipt of notice from Grantor or Developer, and City is not diligently proceeding to release or remove such lien, Grantor or Developer will have the right, but not the obligation, to record a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute, and City will reimburse Grantor or Developer, as applicable, for the reasonable costs of obtaining and recording such bond within sixty (60) days after Licensee's receipt of an invoice therefor, together with reasonably

acceptable substantiation thereof.

ARTICLE XI

SUBORDINATION

Section 11.1. Subordination of Encumbrances. Subject to the rights of HUD, the Parties agree that this Agreement will become or remain superior in priority to the lien of any mortgage, deed of trust, or any other security instrument now or hereafter affecting or encumbering the Project, or any part thereof or interest therein.

Section 11.2. Developer to Obtain Subordination Agreement. Developer will promptly obtain from any holder (the "**Mortgagee**") of any existing lien of any mortgage, deed of trust, or any other security instrument affecting or encumbering the Property, or any part thereof or interest therein, a written agreement from such Mortgagee acknowledging the subordination of such security instrument to this Agreement or, in lieu of such acknowledgment, agreeing that (a) a breach of or default under the mortgage, deed of trust, or other security instrument will not defeat or render invalid the lien or charge of this Agreement against the Property, (b) the Agreement will be binding upon and effective against any person whose title to any portion of the Project is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or trustee's sale, or otherwise through the exercise of any rights or remedies provided for in the mortgage, deed of trust, or other security instrument, and (c) any lien or charge created pursuant to this Agreement will be a continuous lien or charge against the Property unaffected by and not subject to being extinguished as a result of any right or remedy under or any action that may be taken in connection with the mortgage, deed of trust, or other security instrument. Such agreement will be in a form reasonably satisfactory to City and will be recorded concurrently with this Agreement; provided, however, failure to record such agreement will not affect the Mortgagee's agreement as set forth in this Section.

ARTICLE XII

USE AND STORAGE OF HAZARDOUS MATERIALS

City will not cause or permit any hazardous materials to be transported to, brought upon, produced, manufactured, generated, stored, handled, used, treated, released, discharged, emitted or disposed of in, on or about the Property without Developer's and Grantor's prior written consent, which consent may be withheld in Developer's and Grantor's sole discretion; provided, however, that City will have the right to use and store reasonable and customary amounts of hazardous materials necessary for the installation, construction, alteration, maintenance, and operational requirements of the Equipment and/or the Infrastructure without obtaining Developer's and Grantor's prior approval, so long as such use and storage complies with all applicable environmental laws.

ARTICLE XIII

LITIGATION FEES

Section 13.1. Meet and Confer. The Parties will meet and confer in good faith in an effort to reach an agreement regarding the matters at issue if there is a dispute between the Parties regarding the meaning or applicability of any terms or conditions of this Agreement, if any Party desires clarification on the meaning or applicability of any terms or conditions of this Agreement, or if any Party desires to amend or modify this Agreement. Any Party may request a meeting pursuant to this **Section 13.1** by giving written notice of such request to the other Parties. Such meeting will be at a time and place mutually convenient to each Party. Any agreement reached by the Parties will be memorialized in writing and signed by each Party. This **Section 13.1** will survive the termination of this Agreement.

Section 13.2. General. If any Party brings an action or proceeding (including any cross-complaint, counterclaim, or third-party claim) against any other Party or Parties by reason of a default, or otherwise arising out of this Agreement, the Prevailing Party in such action or proceeding will be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees, which will be payable whether or not such action is prosecuted to judgment. Notwithstanding the foregoing, no Party may institute any action or proceeding against any other Party or Parties unless and until the meet and confer procedures set forth in **Section 13.1** above have been satisfied.

Section 13.3. Fee Award for In-House Counsel. For purposes of this Agreement, reasonable fees of attorneys of the City Attorney's Office or any in-house counsel of Developer or Grantor will be based on the fees regularly charged by private attorneys with an equivalent number of hours of professional experience in the subject matter area of the law for which the City Attorney's Office, Developer or Grantor's in-house counsel's services were rendered who practice in the City and County of San Francisco, State of California, in law firms with approximately the same number of attorneys as employed by the Office of City Attorney.

ARTICLE XIV

MISCELLANEOUS

Section 14.1. Complete Agreement. This Agreement and the Exhibits referenced in or attached to this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements, both written and oral, with respect to such subject matter.

Section 14.2. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original of this Agreement, but all of which, when taken together, will be deemed to constitute one and the same agreement.

Section 14.3. Notices. Any notices, demands, consents, approvals, and requests given under this Agreement will be in writing and given by delivering the notice in person, by commercial courier or by sending it by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is

given. For the convenience of the Parties, in addition to but not in lieu of, the notice served as set forth above, copies of notices may also be given by telefacsimile, to the telefacsimile numbers listed below or such other numbers as may be provided from time to time.

Grantor: Attn: Germaine Tonia Lediju, PhD
Housing Authority of the City and County of San Francisco
1813 Egbert Avenue
San Francisco, CA 94124

with copies to: Attn: Dianne Jackson McLean, Esq.
Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
Oakland, CA 94612

Developer: Potrero Housing Associates II, L.P.
600 California St., Ste. 900
San Francisco, CA 94108

with copies to: Attn: Charles Higley
Farella Braun +Martel
235 Montgomery Street 17th FL
San Francisco, CA 94104

SFPUC: Attn: Real Estate Director
SF Public Utilities Commission
525 Golden Gate Ave, 10th Floor
San Francisco, CA 94102-3220
Telefacsimile: (415) 934-5770

with copies to: Attn: Real Estate/Finance Team
City Attorney, City of San Francisco
Room 234, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4682
Telefacsimile: (415) 554-4755

Any mailing address or telefacsimile number may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices, demands, consents, approvals, and requests to be provided hereunder will be deemed to have been properly given on the date of receipt if served personally on a day that is a business day (or on the next business day if served personally on a day that is not a business day) or if mailed, the next business day after being deposited with an overnight courier or two business days after being deposited with the U.S. Postal Service (as evidenced by a postmark date). A person may not give official or binding notice by telefacsimile. The effective

time of a notice will not be affected by the receipt, prior to receipt of the original, or a telefacsimile copy of the notice.

Section 14.4. Successors and Assigns; Burden on Land. This Agreement will be binding in all respects upon, inure to the benefit of and be enforceable by the successors and permitted assigns of the Parties. The Easements and this Agreement will be a burden on the Property, which burden will run with the land and will be binding on any future owners and encumbrances of the Property or any part thereof and their successors and assigns.

Section 14.5. Third Party Beneficiaries. This Agreement and all of its provisions and conditions are solely for the benefit of the Parties and will not be deemed to confer upon third parties any remedy, claim, liability, right of reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

Section 14.6. Governing Law. This Agreement will be governed by, and construed and enforced in accordance with, the Laws of the State of California.

Section 14.7. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. Furthermore, if any provision of this Agreement or the application thereof to any person, entity, or circumstance is determined by a non-appealable decision by a court, administrative agency or arbitrator with jurisdiction of the matter to be invalid, void or unenforceable in any respect, the remaining provisions of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it has been held invalid, void or unenforceable, will remain in full force and effect and in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to a Party. Upon such a determination, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible.

Section 14.8. No Joint Venture. Nothing in this Agreement creates or is intended to create an association, trust, partnership or joint venture.

Section 14.9. Limitation on Waivers. Except as expressly set forth in this Agreement, no failure to exercise and no delay in exercising, on the part of a Party, any right, remedy, power or privilege hereunder will operate as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. To the maximum extent permitted by applicable Law, (a) no claim or right arising out of this Agreement will be released, waived or renounced, in whole or in part, by the Party holding such claim or right, unless in writing signed by such Party; (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on a Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

Section 14.10. Amendments and Waivers. The Parties may, from time to time, (a) enter into written amendments, supplements or modifications hereto for the purpose of adding or modifying any provisions to this Agreement or changing in any manner the rights of the Parties hereunder, or (b) waive, on such terms and conditions as may be specified in writing, any of the requirements of this Agreement.

Section 14.11. Disclaimer of Developer's Responsibility. Developer will have no responsibility or liability whatsoever (i) for the construction, installation, or completion of, or the performance of any warranty work on the Infrastructure except as required under the Switchgear Agreements, (ii) if City elects not to accept the Switchgear Room or the Infrastructure, (iii) for the operation and maintenance of the Switchgear, the Equipment, or the Infrastructure, or (iv) for any latent or patent defect in the Switchgear or the Equipment. This Section will survive the termination of this Agreement.

Section 14.12. Saturdays, Sundays, Holidays, Etc. If the last or appointed day for the taking of any action required or permitted by this Agreement will be a day which is not a Business Day, then such action may be taken on the next succeeding day which is a Business Day. "**Business Day**" means Monday through Friday that is not a City holiday.

Section 14.13. Time. Time is of the essence of this Agreement and each and every part hereof.

Section 14.14. No Dedication; Notices Concerning Use. Nothing in this Agreement will be deemed a dedication of any portion of the Project to or for the benefit of the general public. Grantor reserves the right to record, post and publish notices as referred to in Section 813, 1008 and 1009 of the California Civil Code; provided, that such notices will not affect the rights and obligations of Grantor, Developer and City hereunder and, where appropriate, any such notice will include recognition of the provisions of this Agreement.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

GRANTOR:

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

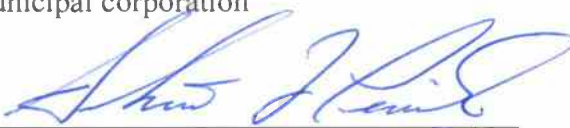
By: Signed in counter-part
Name: Germane Tonia Lediju, PhD
Title: Acting Executive Director

APPROVED AS TO FORM AND LEGALITY:

Signed in counter-part
Dianne Jackson McLean, Esq.
Goldfarb & Lipman LLP
Special Legal Counsel

Accepted and agreed by City:


CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: 
Name: ANDRICO Q. PENICK 5/6/21
Title: Director of Property

APPROVED AS TO FORM:

DENNIS HERRERA,
City Attorney

RECOMMENDED:

By: 
A7E44054B0CA4A4
Shari Geller Diamant
Deputy City Attorney

By: 
360FAE26405E47C
MICHAEL P. CARLIN
Acting General Manager, San Francisco
Public Utilities Commission

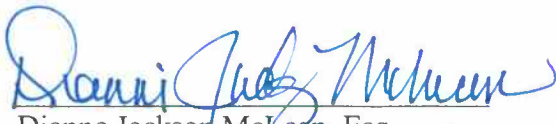
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

GRANTOR:

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

By: signed in-counter-part
Name: Germane Tonia Lediju, PhD
Title: Chief Executive Officer

APPROVED AS TO FORM AND LEGALITY:


Dianne Jackson McLean, Esq.
Goldfarb & Lipman LLP
Special Legal Counsel

Accepted and agreed by City:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: signed in counterpart
Name: ANDRICO Q. PENICK
Title: Director of Property

APPROVED AS TO FORM:

DENNIS HERRERA,
City Attorney

RECOMMENDED:

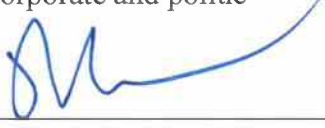
By: signed in counter-part
Shari Geller Diamant
Deputy City Attorney

By: Signed in counter-part
MICHAEL P. CARLIN
Acting General Manager, San Francisco
Public Utilities Commission

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

GRANTOR:

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

By: 
Name: Germane Tonia Lediju, PhD
Title: Chief Executive Officer

APPROVED AS TO FORM AND LEGALITY:

Signed In Counterpart
Dianne Jackson McLean, Esq.
Goldfarb & Lipman LLP
Special Legal Counsel

Accepted and agreed by City:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: Signed In Counter-Part
Name: ANDRICO Q. PENICK
Title: Director of Property

APPROVED AS TO FORM:

DENNIS HERRERA,
City Attorney

RECOMMENDED:

By: Signed In - Counterpart
Shari Geller Diamant
Deputy City Attorney

By: Signed In Counter-Part
MICHAEL P. CARLIN
Acting General Manager, San Francisco
Public Utilities Commission

ACKNOWLEDGMENT

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

State of California)
) ss
County of)

On May 17, 2021, before me, Linda Martin, a notary public in and for said State, personally appeared Germaine Tonin Lediju, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Linda Martin

(Seal)






DEVELOPER:

POTRERO HOUSING ASSOCIATES II, L.P.,
a California limited partnership

By: Potrero Housing II LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its sole member/manager

By: 
Name: MARIE DEBOR
Its: VICE PRESIDENT

ACKNOWLEDGMENT

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

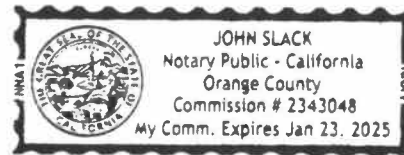
State of California)
) ss
County of Orange)

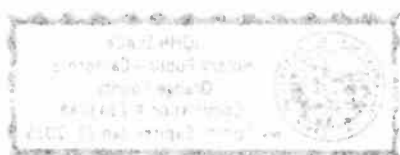
On April 26, 2021, before me, John Slack, a notary public in and for said State, personally appeared Marie Debar, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same 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 John Slack (Seal)





ACKNOWLEDGMENT

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

State of California
County of San Francisco)

On May 6, 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

Rachel Gosiengfiao

(Seal)






CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this easement agreement dated MAY 7th, 2021, from the grantor to the City and County of San Francisco, a municipal corporation, is hereby accepted pursuant to Sections 23.4 and 23.31 of the San Francisco Administrative Code, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: 5-6, 2021

CITY AND COUNTY OF SAN FRANCISCO

By: 
ANDRICO Q. PENICK 5/6/21
Director of Property

DEVELOPER:

POTRERO HOUSING ASSOCIATES II, L.P.,
a California limited partnership

By: Potrero Housing II LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____

Name: _____

Its: _____

EXHIBIT B

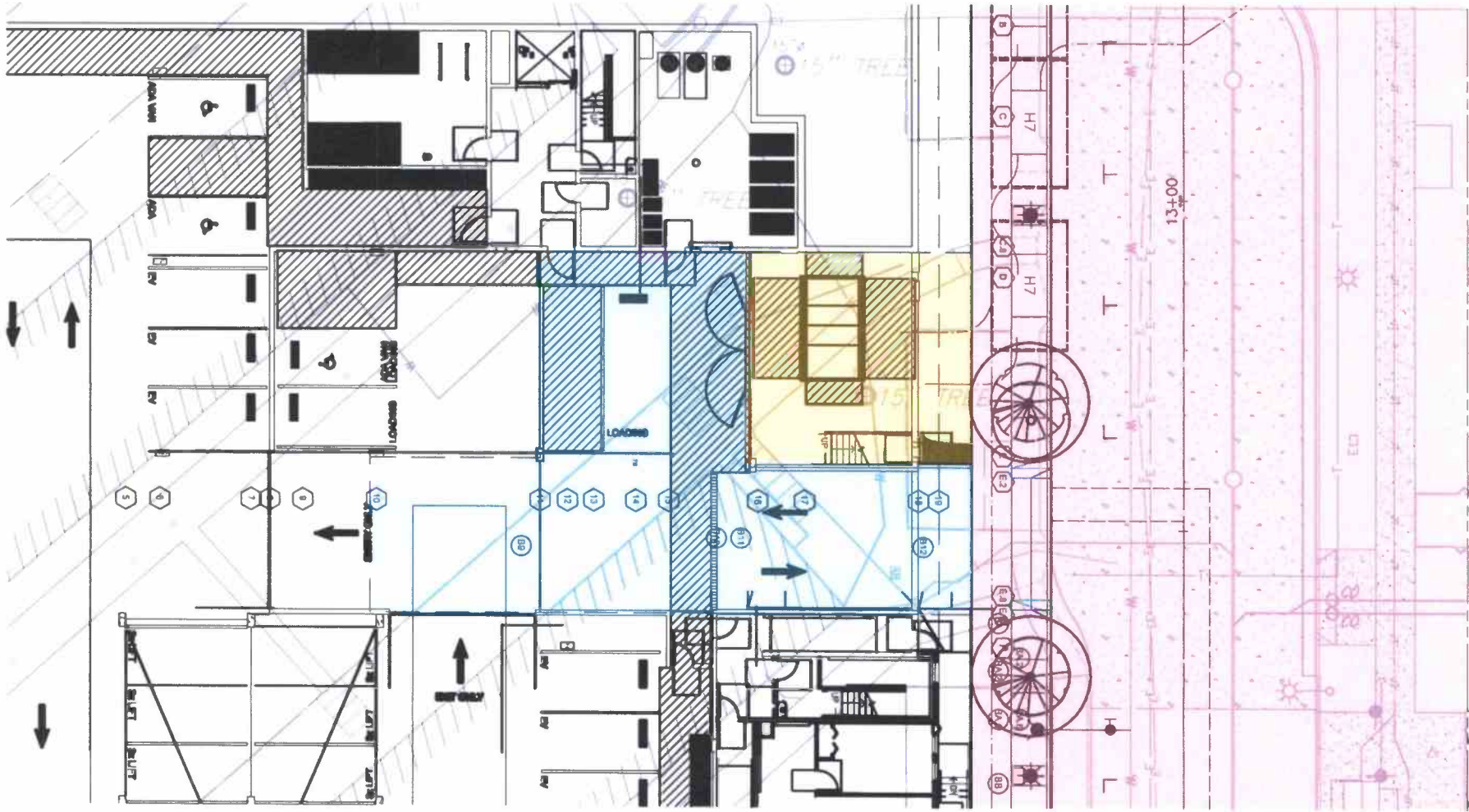
Description of Switchgear Room

[To be Added by Amendment]

EXHIBIT B-1

Depiction of Switchgear Room

(See Attached)



The red is the public right of way. The yellow is the easement for the switchgear room and I would include the area outside of the building to the right of way due to the conduits passing through. The blue is an easement for accessing the room, so it includes the driveway, PUC parking space and turnaround area. I think that we should restrict the rights to just access to prevent PG&E or PUC from using any of the area for storage or "growing" the room.

EXHIBIT C

Description of Utility Lines Easement Area

[To be Added by Amendment]

EXHIBIT C-1

Depiction of Utility Lines Easement Area

[To be Added by Amendment]

EXHIBIT D

Description of Access Easement Area

[To be Added by Amendment]

EXHIBIT D-1

Depiction of Access Easement Area

[To be Added by Amendment]

