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RECORDING REQUESTED BY  
CLERK OF THE BOARD OF SUPERVISORS  
OF THE CITY AND COUNTY OF SAN FRANCISCO

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

AND WHEN RECORDED MAIL TO:

Gloria L. Young  
Clerk of the Board of Supervisors  
City Hall, Room 244  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102



San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
**DOC- 2014-J995038-00**

Acct 28-SFCC Board of Supervisors  
Thursday, DEC 18, 2014 10:36:48  
Ttl Pd \$0.00 Rcpt # 0005070946  
oar/AB/2-13

**ASSIGNMENT AND ASSUMPTION AGREEMENT  
RELATIVE TO  
DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "**Assignment**") is entered into this 30th day of October, 2014, by and between Maximus PM Mezzanine 2 LLC, a Delaware limited liability company ("**Assignor**"), and Maximus PM Mezzanine 1 LLC, a Delaware limited liability company ("**Assignee**").

**RECITALS**

A. On July 6, 2011, Parkmerced Investors Properties LLC ("**Parkmerced Investors**") and the City and County of San Francisco, a political subdivision and municipal corporation of the State of California (the "**City**"), entered into that certain Development Agreement by and between the City and County of San Francisco and Parkmerced Investors Properties LLC Relative to the Development Known as the Parkmerced Development Project, recorded in the Official Records of the City and County of San Francisco on July 7, 2011 as Document No. 2011-J209959-00, and assigned pursuant to that certain Assignment and Assumption Agreement Relative to Development Agreement, dated October 30, 2014 from Parkmerced Investors to Assignor, to be recorded in the real estate records of the City (collectively, the "**Development Agreement**") with respect to certain real property owned by Assignor, as such property is more particularly described in the Development Agreement (the "**Subject Property**").

B. Assignor conveyed the entire Subject Property as more particularly identified and described on Exhibit A attached hereto (hereafter the "**Assigned Parcel**") to Assignee pursuant to that certain Grant Deed dated as of the date hereof and to be recorded in the real estate records of the City. The Assigned Parcel is subject to the Development Agreement.

C. Assignor desires to assign and Assignee desires to assume Assignor's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel, as more particularly described below.

## ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Development Agreement.
2. Assignor hereby assigns to Assignee, effective as of Assignor's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel (including but not limited to obligations to construct Community Improvements and Mitigation Matters).

Assignor retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other portions of the Subject Property owned by Assignor.

3. Assignee hereby assumes, effective as of Assignor's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel and agrees to observe and fully perform all the duties and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel (including but not limited to those set forth in paragraph 2 above), and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel. The parties intend that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Assignor as the "Developer" under the Development Agreement with respect to the Assigned Parcel.
4. Assignee hereby consents to, makes, and expressly reaffirms any and all Indemnifications and releases of the City set forth in the Development Agreement including without limitation Section 6.10 of the Development Agreement.
5. Assignee hereby covenants and agrees that:
  - a. Assignee agrees to all of the provisions of Article 4 of the Development Agreement, including but not limited to the nonapplicability of the Costa-Hawkins Act and the applicability of the Rent Ordinance to the Replacement Units. Assignee shall not challenge the enforceability of any provision or requirement of the Development Agreement, including but not limited to the provisions and waivers set forth in Article 4 of the Development Agreement with respect to the Ellis Act (California Government Code section 7060 *et seq.*) and the Costa-Hawkins Act (California Civil Code section 1954.50 *et seq.*);
  - b. Assignee shall not sue the City in connection with (i) any and all disputes between Assignor and Assignee arising from this Assignment or the Development Agreement, (ii) any failure to complete all or any part of the Project by any party, or (iii) any harm resulting from the City's refusal to issue further permits or approvals to a defaulting party under the terms of the Development Agreement;

- c. Assignee shall Indemnify the City and its officers, agents and employees from, and if requested, shall defend them against any and all Losses resulting directly or indirectly from (i) any dispute between Assignor and Assignee arising from this Assignment or the Development Agreement, (ii) any failure to complete all or any part of the Project by any party, or (iii) any harm resulting from the City's refusal to issue further permits or approvals to a defaulting party under the terms of the Development Agreement.
6. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
7. The notice address for Assignee under Section 13.11 of the Development Agreement shall be:

c/o Maximus Real Estate Partners  
345 Vidal Drive  
San Francisco, CA 94132  
Attn: Robert Rosania  
Tel: (415) 584-4832  
Fax: (415) 584-8096

With copy to:

Greenberg Traurig, LLP  
200 Park Avenue  
New York, NY 10166  
Attn: Stephen L. Rabinowitz, Esq.  
Tel: (212) 801-9295  
Fax: (212) 801-6400

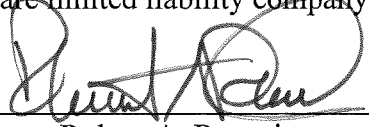
8. This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.
9. This Assignment and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of law.
10. Nothing in this Agreement changes the terms of the Development Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Development Agreement, the terms of the Development Agreement shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

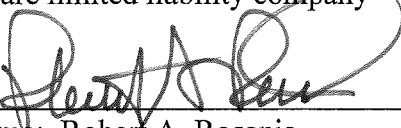
**ASSIGNOR:**

MAXIMUS PM MEZZANINE 2 LLC,  
a Delaware limited liability company

By:   
Name: Robert A. Rosania  
Title: President

**ASSIGNEE:**

MAXIMUS PM MEZZANINE 1 LLC,  
a Delaware limited liability company

By:   
Name: Robert A. Rosania  
Title: President

STATE OF New York

SS.

COUNTY OF New York

On October 23, 2014 before me, Chase Hatchett personally appeared Robert A. Rosania 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.



Notary Public

My commission expires:

CHASE C. HATCHETT  
Notary Public, State of New York  
No. 01HA6277686  
Qualified in New York County  
Commission Expires March 11, 2017

STATE OF New York

SS.

COUNTY OF New York

On October 23, 2014 before me, Chase Hatchett personally appeared Robert A. Rosania 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.



Notary Public

My commission expires:

CHASE C. HATCHETT  
Notary Public, State of New York  
No. 01HA6277686  
Qualified in New York County  
Commission Expires March 11, 2017

Exhibit A

Real property in the City of San Francisco, County of San Francisco, State of California, described as follows:

PARCEL ONE:

ALL OF BLOCKS 7303, 7303-A, 7308, 7309, 7309-A, 7310, 7311, 7315, 7316, 7317, 7318, 7319, 7321, 7322, 7323, 7325, 7326, 7330, 7333-A, 7333-B, 7333-C, 7333-D, 7333-E, 7334, 7335, 7336, 7337, 7338, 7339, 7340, 7341, 7342, 7343, 7344, 7345, 7345-A, 7345-B, 7345-C, 7356, 7357, 7358, 7359, 7360, 7361, 7362, 7363, 7364, 7365, 7366, 7367, 7368, 7369 AND 7370, AS SHOWN ON THE MAP ENTITLED "RECORD OF SURVEY MAP OF PARKMERCED, SAN FRANCISCO, CALIF.", FILED AUGUST 21, 1951, IN BOOK "R" OF MAPS, PAGES 15 THROUGH 19, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

TOGETHER WITH ALL THE RIGHT, TITLE AND INTEREST, IF ANY, IN THE STREETS WITHIN SAID AREA DESCRIBED HEREWITH.

PARCEL TWO:

ALL OF BLOCK 7320, AS SHOWN ON THE MAP ENTITLED "RECORD OF SURVEY MAP OF PARKMERCED, SAN FRANCISCO, CALIF.", FILED AUGUST 21, 1951, IN BOOK "R" OF MAPS, PAGES 15 THROUGH 19, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

TOGETHER WITH THAT PORTION OF GONZALEZ DRIVE VACATED BY RESOLUTION NO. 461-63, ADOPTED BY THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, ON AUGUST 12, 1963, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF GONZALEZ DRIVE, SAID POINT BEING THE MOST NORTHERLY EXTREMITY OF THAT CERTAIN COURSE DENOTED NORTH 7° 24' WEST 204.225 FEET LYING NORTHERLY FROM CARDENAS AVENUE, ACCORDING TO "MAP OF PARKMERCED, ETC.", RECORDED JULY 13, 1945, IN MAP BOOK "P", AT PAGES 25 TO 29, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA;  
THENCE RUNNING ALONG THE FORMER LINES OF GONZALEZ DRIVE, AS SAID DRIVE EXISTED PRIOR TO THE VACATION THEREOF BY RESOLUTION NO. 461-63 ADOPTED AUGUST 12, 1963, BY THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, THE FOLLOWING COURSES AND DISTANCES: NORTHERLY, NORTHEASTERLY AND EASTERLY ON THE ARC OF A CURVE TO THE RIGHT, TANGENT TO THAT CERTAIN COURSE LAST MENTIONED, WITH RADIUS OF 6.50 FEET, CENTRAL ANGLE 90° 00' 00", A DISTANCE OF 10.210 FEET; EASTERLY TANGENT TO THE PRECEDING CURVE 43.00 FEET; EASTERLY, NORTHEASTERLY AND NORTHERLY ON THE ARC OF A CURVE TO THE LEFT TANGENT TO THE PRECEDING COURSE WITH RADIUS OF 13.50 FEET, CENTRAL ANGLE 90° 00' 00", A DISTANCE OF 21.206 FEET;  
NORTHERLY TANGENT TO THE PRECEDING CURVE 24.00 FEET;  
NORTHERLY, NORTHWESTERLY AND WESTERLY ON THE ARC OF A CURVE TO THE LEFT TANGENT TO THE PRECEDING COURSE WITH RADIUS 13.50 FEET; CENTRAL ANGLE 90° 00' 00", A DISTANCE OF 21.206 FEET; WESTERLY TANGENT TO THE PRECEDING CURVE 40.584 FEET; WESTERLY, NORTHWESTERLY AND NORTHERLY ON THE ARC OF A CURVE TO THE RIGHT TANGENT TO THE PRECEDING COURSE WITH RADIUS 6.50 FEET, CENTRAL ANGLE 92° 24' 01", A DISTANCE OF 10.482 FEET;  
THENCE LEAVING SAID FORMER LINE OF GONZALEZ DRIVE AND RUNNING SOUTHERLY TANGENT TO THE PRECEDING CURVE 57.823 FEET;  
THENCE DEFLECTING 2° 24' 01" TO THE LEFT FROM THE PRECEDING COURSE AND RUNNING SOUTHERLY 6.50 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF GONZALEZ DRIVE VACATED BY RESOLUTION HEREINABOVE MENTIONED.

EXCEPTING THEREFROM, THAT PORTION OF BLOCK 7320, AS SHOWN ON THE MAP HEREINABOVE MENTIONED, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY CURVED LINE OF NINETEENTH AVENUE, DISTANT THEREON 9.794 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY TERMINUS OF THE CURVE WITH A RADIUS OF 570 FEET WHICH CONNECTS THE WESTERLY TANGENT LINE OF NINETEENTH AVENUE AND THE SOUTHWESTERLY TANGENT LINE THEREOF, AS SHOWN ON THE MAP THEREOF FILED MAY 29, 1939, IN BOOK "N" OF MAPS, AT PAGES 70 TO 74 INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA;  
RUNNING THENCE SOUTHEASTERLY ALONG SAID CURVED LINE OF NINETEENTH AVENUE 9.794 FEET TO THE SOUTHEASTERLY TERMINUS OF SAID CURVE;  
THENCE SOUTH 37° 00' 30" EAST ALONG SAID SOUTHWESTERLY LINE OF NINETEENTH AVENUE 45.00 FEET;  
THENCE AT A RIGHT ANGLE SOUTH 52° 59' 30" WEST 12.00 FEET;  
THENCE AT A RIGHT ANGLE NORTH 37° 00' 30" WEST 45.00 FEET;  
THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 582 FEET TANGENT TO THE PRECEDING COURSE, A DISTANCE OF 10.00 FEET;  
THENCE ON A RADIAL LINE NORTH 53° 58' 34" EAST 12.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL THE RIGHT, TITLE AND INTEREST, IF ANY, IN THE STREETS WITHIN SAID AREA DESCRIBED HEREWITH.

PARCEL THREE:

ALL OF BLOCK 7333, AS SHOWN ON THE MAP ENTITLED "RECORD OF SURVEY MAP OF PARKMERCED, SAN FRANCISCO, CALIF.", FILED AUGUST 21, 1951, IN BOOK "R" OF MAPS, PAGES 15 THROUGH 19, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM, THAT PORTION OF BLOCK 7333, AS SHOWN ON THE MAP HEREINABOVE MENTIONED, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF LAKE MERCED BOULEVARD, AS SHOWN ON THAT CERTAIN "RECORD OF SURVEY MAP OF PARKMERCED, SAN FRANCISCO, CALIF.", FILED AUGUST 21, 1951, IN BOOK "R" OF MAPS, PAGES 15 TO 19 INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DISTANT THEREON SOUTH 2° 29' 53" WEST 310.710 FEET FROM THE SOUTHERLY EXTREMITY OF THAT CERTAIN CURVE WITH A RADIUS OF 3050 FEET, CENTRAL ANGLE 2° 30' 03" AN ARC DISTANCE OF 133.125 FEET;  
RUNNING THENCE SOUTH 2° 29' 53" WEST ALONG SAID EASTERLY LINE OF LAKE MERCED BOULEVARD 77.000 FEET;  
THENCE SOUTH 87° 30' 07" EAST 66.000 FEET;  
THENCE NORTH 2° 29' 53" EAST 72.897 FEET TO THE SOUTHWESTERLY LINE OF VIDAL DRIVE, AS SHOWN ON ABOVE MENTIONED MAP;  
THENCE NORTH 24° 06' WEST ALONG SAID SOUTHWESTERLY LINE OF VIDAL DRIVE 4.588 FEET;  
THENCE NORTH 87° 30' 07" WEST 63.946 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL THE RIGHT, TITLE AND INTEREST, IF ANY, IN THE STREETS WITHIN SAID AREA DESCRIBED HEREWITH.

PARCEL FOUR:

A RIGHT OF WAY EASEMENT FOR WATER, TELEPHONE, GAS AND ELECTRIC SYSTEMS, AS RESERVED IN THE CONVEYANCE FOR STREET PURPOSES IN THE DEED FROM METROPOLITAN LIFE INSURANCE COMPANY, A NEW YORK CORPORATION, TO CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL

CORPORATION, DATED MAY 17, 1945, RECORDED JULY 13, 1945, IN BOOK 4252 OF OFFICIAL RECORDS, PAGE 85, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND AS MODIFIED AND RESERVED IN THE EXCHANGE DEED, BY AND BETWEEN SAID PARTIES DATED OCTOBER 07, 1949, RECORDED NOVEMBER 04, 1949, IN BOOK 5298 OF OFFICIAL RECORDS, PAGE 129, IN SAID RECORDER'S OFFICE.

EXCEPTING FROM SAID EASEMENT ANY PORTIONS THEREOF LYING WITHIN THE BOUNDS OF THE FOLLOWING:

(A) THAT CERTAIN 10.095 ACRE PARCEL DESCRIBED IN THE INTERLOCUTORY DECREE IN CONDEMNATION, DATED APRIL 10, 1950, ENTERED IN THE ACTION IN SUPERIOR COURT ENTITLED "THE STATE OF CALIFORNIA VS. METROPOLITAN LIFE INSURANCE COMPANY, A NEW YORK CORPORATION, ET AL", A CERTIFIED COPY OF WHICH DECREE WAS RECORDED APRIL 10, 1950, IN BOOK 5418 OF OFFICIAL RECORDS, PAGE 320, IN SAID RECORDER'S OFFICE, SAN FRANCISCO SUPERIOR COURT CASE NO. 381649.

(B) THAT CERTAIN PARCEL (PORTION OF FELIX STREET, VACATED) DESCRIBED IN THE DEED FROM CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, TO METROPOLITAN LIFE INSURANCE COMPANY, A NEW YORK CORPORATION, DATED JULY 31, 1950, RECORDED AUGUST 14, 1950, IN BOOK 5514 OF OFFICIAL RECORDS, PAGE 249, IN SAID RECORDER'S OFFICE.

(C) THAT CERTAIN PARCEL (PORTION OF GONZALEZ DRIVE, VACATED) DESCRIBED IN THE DEED FROM CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, TO METROPOLITAN LIFE INSURANCE COMPANY, A NEW YORK CORPORATION, DATED SEPTEMBER 19, 1963, RECORDED OCTOBER 02, 1963, IN BOOK A656 OF OFFICIAL RECORDS, PAGE 425, IN SAID RECORDER'S OFFICE.

PARCEL FIVE:

LOT 4, BLOCK 7332 (PORTION OF FORMER LOT NO. 3, BLOCK 7332):

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT NO. 3, BLOCK 7332, AS SAID LOT AND BLOCK ARE SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "ASSESSOR'S BLOCKS 7331 & 7332" FILED FOR RECORD ON JUNE 11, 2001 IN BOOK 45 OF PARCEL MAPS, PAGES 7 THROUGH 9, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF SAN FRANCISCO COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT;  
THENCE ALONG THE EASTERLY LINE OF SAID LOT, SOUTH 13° 10' 25" EAST, 86.51 FEET TO THE MOST EASTERLY CORNER OF SAID LOT;  
THENCE ALONG THE SOUTHERLY LINE OF SAID LOT NO. 3, SOUTH 82° 36' 00" WEST, 226.84 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE AND ITS SOUTHWESTERLY PROLONGATION, SOUTH 38° 15' 32" WEST, 108.22 FEET; THENCE SOUTH 7° 24' 00" EAST, 141.96 FEET; THENCE SOUTH 82° 36' 00" WEST, 28.00 FEET;  
THENCE SOUTH 7° 24' 00" EAST, 88.00 FEET; THENCE SOUTH 82° 36' 00" WEST, 22.00 FEET; THENCE SOUTH 7° 24' 00" EAST, 32.06 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT NO. 3, ALSO BEING A POINT ON A NON-TANGENT CURVE TO THE RIGHT FROM WHICH POINT A RADIAL LINE BEARS NORTH 6° 58' 56" WEST;  
THENCE ALONG SAID SOUTHERLY LINE AND SAID CURVE HAVING A RADIUS OF 2942.50 FEET, THROUGH A CENTRAL ANGLE OF 9° 23' 34", AN ARC LENGTH OF 482.38 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, NORTH 87° 35' 22" WEST, 675.38 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT NO. 3;  
THENCE ALONG THE WESTERLY LINE OF SAID LOT THE FOLLOWING SIX COURSES:

1) NORTH 2° 36' 00" EAST, 226.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH POINT A RADIAL LINE BEARS NORTH 2° 36' 00" EAST;



2) ALONG SAID CURVE HAVING A RADIUS OF 22.00 FEET, THROUGH A CENTRAL ANGLE OF  $90^{\circ} 00' 00''$ , AN ARC LENGTH OF 34.56 FEET;

3) NORTH  $2^{\circ} 36' 00''$  EAST, 67.19 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

4) ALONG SAID CURVE HAVING A RADIUS OF 62.50 FEET, THROUGH A CENTRAL ANGLE OF 45° 00' 00", AN ARC LENGTH OF 49.09 FEET;

5) NORTH 47° 36' 00" EAST, 44.58 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

6) ALONG SAID CURVE HAVING A RADIUS OF 22.00 FEET, THROUGH A CENTRAL ANGLE OF 85° 00' 00", AN ARC LENGTH OF 32.64 FEET TO THE NORTHERLY LINE OF SAID LOT;  
THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING SEVEN COURSES:

7) SOUTH 47° 24' 00" EAST, 414.56 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

8) ALONG SAID CURVE HAVING A RADIUS OF 113.50 FEET, THROUGH A CENTRAL ANGLE OF 50° 00' 00", AN ARC LENGTH OF 99.05 FEET;

9) NORTH 82° 36' 00" EAST, 473.90 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

10) ALONG SAID CURVE HAVING A RADIUS OF 22.00 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC LENGTH OF 34.56 FEET;

11) NORTH 7° 24' 00" WEST, 210.88 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

12) ALONG SAID CURVE HAVING A RADIUS OF 22.00 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC LENGTH OF 34.56 FEET;

13) NORTH 82° 36' 00" EAST, 451.50 FEET TO THE POINT OF BEGINNING

BEING THE LANDS SHOWN AS LOT 4 OF BLOCK 7332 ON THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 03, 2006 AS INSTRUMENT NO. 2006-1122531 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

PARCEL SIX:

LOT 4, BLOCK 7331 (PORTION OF FORMER LOT NO. 2 AND NO. 3, BLOCK 7331):

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT NO. 2 AND NO. 3, BLOCK 7331, AS SAID LOTS AND BLOCK ARE SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "ASSESSOR'S BLOCKS 7331 & 7332" FILED FOR RECORD ON JUNE 11, 2001 IN BOOK 45 OF PARCEL MAPS, PAGES 7 THROUGH 9, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF SAN FRANCISCO COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT NO. 2 ALSO BEING THE BEGINNING OF A CURVE TO THE LEFT, FROM WHICH POINT A RADIAL LINE BEARS NORTH 7° 24' 00" WEST; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT AND ALONG SAID CURVE HAVING A RADIUS OF 129.50 FEET, THROUGH A CENTRAL ANGLE OF 45° 00' 00", AN ARC LENGTH OF 101.71 FEET; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, NORTH 37° 36' 00" EAST, 190.62 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE HAVING A RADIUS OF 22.00 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC LENGTH OF 34.56 FEET TO THE NORTHEASTERLY LINE OF SAID LOT NO. 2;

THENCE ALONG SAID NORTHEASTERLY LINE THE FOLLOWING FOUR COURSES:

1) SOUTH 52° 24' 00" EAST, 438.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, FROM WHICH POINT A RADIAL LINE BEARS NORTH 72° 45' 46" EAST;

2) ALONG SAID CURVE HAVING A RADIUS OF 68.50 FEET, THROUGH A CENTRAL ANGLE OF 70° 19' 32",

AN ARC LENGTH OF 84.08 FEET;

3) SOUTH 52° 24' 00" EAST, 438.80 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

4) ALONG SAID CURVE HAVING A RADIUS OF 22.00 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC LENGTH OF 34.56 FEET TO THE EASTERLY LINE OF SAID LOT NO. 2; THENCE ALONG THE EASTERLY AND THE SOUTHERLY LINE OF SAID LOT NO. 2 THE FOLLOWING NINE COURSES:

1) SOUTH 37° 36' 00" WEST, 37.78 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

2) ALONG SAID CURVE HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE 45° 00' 00", AN ARC LENGTH OF 78.54 FEET;

3) SOUTH 7° 24' 00" EAST, 381.96 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

4) ALONG SAID CURVE HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 39° 38' 00", AN ARC LENGTH OF 138.35 FEET;

5) SOUTH 47° 02' 00" EAST, 13.60 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

6) ALONG SAID CURVE HAVING A RADIUS OF 5.00 FEET, THROUGH A CENTRAL ANGLE OF 162° 33' 27", AN ARC LENGTH OF 14.19 FEET TO THE SOUTHERLY LINE OF SAID LOT NO. 2;

7) ALONG SAID SOUTHERLY LINE, NORTH 64° 28' 33" WEST, 242.31 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

8) ALONG SAID CURVE HAVING A RADIUS OF 292.50 FEET, THROUGH A CENTRAL ANGLE OF 26° 22' 52", AN ARC LENGTH OF 134.68 FEET;

9) NORTH 38° 05' 41" WEST, 66.38 FEET;

THENCE LEAVING SAID SOUTHERLY LINE, NORTH 30° 36' 00" EAST, 26.13 FEET;  
THENCE NORTH 38° 05' 41" WEST, 118.32 FEET; THENCE NORTH 30° 36' 00" EAST, 44.24 FEET; THENCE NORTH 33° 00' 00" WEST, 22.33 FEET; THENCE NORTH 30° 36' 00" EAST, 258.96 FEET;  
THENCE NORTH 51° 44' 00" WEST, 293.25 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT NO. 2; THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 51° 44' 00" WEST, 102.38 FEET;  
THENCE LEAVING SAID SOUTHWESTERLY LINE, NORTH 75° 29' 15" WEST, 20.61 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT NO. 2; THENCE ALONG SAID SOUTHERLY LINE, NORTH 84° 40' 00" WEST, 364.68 FEET; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 23° 32' 00" WEST, 11.42 FEET; THENCE NORTH 76° 28' 47" WEST, 70.22 FEET TO THE WESTERLY LINE OF SAID LOT NO. 2; THENCE ALONG SAID WESTERLY LINE, NORTH 13° 10' 25" WEST, 86.51 FEET TO THE POINT OF BEGINNING.

BEING THE LANDS SHOWN AS LOT 4 OF BLOCK 7331 ON THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 03, 2006 AS INSTRUMENT NO. 2006-1122531

IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO,  
STATE OF CALIFORNIA.

Assessor's  
Lot: Block:  
001 7303  
001 7303A  
001 7308  
001 7309  
001 7309A  
001 7310  
001 7311  
001 7315  
001 7316  
001 7317  
001 7318  
001 7319  
001 7321  
001 7322  
001 7323  
001 7325

001 7328  
001 7330  
001 7331A  
001 7333B  
001 7333C  
001 7333D  
001 7333E  
001 7334  
001 7335  
001 7336  
001 7337  
001 7338  
001 7339  
001 7340  
001 7341  
001 7342  
001 7343  
001 7344  
001 7345  
001 7345A  
001 7345B  
001 7345C  
001 7356  
001 7357  
001 7358  
001 7359  
001 7360  
001 7361  
001 7362  
001 7363  
001 7364  
001 7365  
001 7366  
001 7367  
001 7368  
001 7369  
001 7370  
003 7320  
001 7323  
003 7333  
999 7331