

RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

Midtown Lands LLC  
1888 Geneva Avenue, #407  
San Francisco, CA 94134

Assessor's Block ("A.B.") \_\_\_\_\_

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

**EASEMENT AGREEMENT AND QUITCLAIM**  
Access and Utility Easement

This Easement Agreement and Quitclaim ("**Agreement**") is made on \_\_\_\_\_, 2022 by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**") acting by and through the Recreation and Park Department ("**SFRPD**"), and Midtown Lands LLC, a California limited liability company ("**Grantee**").

**RECITALS**

A. City owns that certain real property in San Francisco, California, as more particularly described in attached Exhibit A and depicted on Exhibit D (the "**City Property**") which is managed by City's Recreation and Park Department.

B. Grantee owns that certain real property adjacent to the City Property, as more particularly described in attached Exhibit B and depicted on Exhibit D (the "**Benefitted Property**").

C. Grantee currently has certain access rights over the City Property pursuant to that certain deed dated June 19, 1957 and recorded on June 27, 1957 in Book 7099, Page 322 of the Official Records of San Francisco County (the "**1957 Deed**"). Grantee and City desire to fix and perfect the location of Grantee's access as contemplated in the 1957 Deed over the City Property on the terms and conditions contained herein. Grantee and City also desire to confirm that, other than the rights and privileges granted in this Agreement, Grantee has no remaining right, title or interest in or to the City Property.

**AGREEMENT**

NOW, THEREFORE, City and Grantee agree as follows:

1. **Grant and Purpose of Easement.** City grants to Grantee a non-exclusive, perpetual, and appurtenant easement to construct, reconstruct, install, operate, maintain, repair, remove, replace, improve and renew (a) a gravel or paved surface road for vehicular and

pedestrian access to the Benefitted Property from La Avandaza Street (collectively, “**Roadway Facilities**”); and (b) one or more subsurface, underground pipes or conduits with suitable service pipes and connections for the conveyance of gas, electricity, water, sewer, cable television, internet, telephone service and/or other customary utilities necessary for no more than two (2) residential units (unless otherwise permitted by the San Francisco Planning Department or applicable State laws) plus any accessory dwelling units permitted by applicable laws (the “**Utility Facilities**”); and for no other purpose whatsoever (collectively, the “**Easement**”), over, across, in, under, and through the portion of the City Property described in attached Exhibit C and depicted in Exhibit D (the “**Easement Area**”). The Easement Area is a portion of the City Property. The conditions and covenants contained in this Agreement will run with the land, burden the Easement Area and be binding on and benefit City and Grantee and their respective agents, successors and assigns unless terminated, provided that the obligations of each of Grantee’s successor and assign pursuant to this Agreement will be joint and several. The Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the City Property, whether or not of record. The use of the word “grant” will not imply any warranty on the part of City with respect to the Easement or the Easement Area.

2. **Easement Area Condition.** Grantee will, at its sole cost, operate, maintain, repair, and replace the Roadway Facilities in the Easement Area (a) in a first-class manner and in accordance with all laws, regulations, and regulatory requirements including, but not limited to, the Significant Natural Resource Areas Management Plan – Interior Greenbelt section, as such Greenbelt Plan may be updated, modified, or replaced (the “**Greenbelt Plan**,”), RPD’s Standard Construction Measures (the “**SCM**”) and RPD’s Project Standards & Design Guidelines (the “**Standards & Guidelines**”) and (b) in a good, clean, safe, secure, and sanitary condition. Grantee acknowledges that the City Property is public open space and will minimize interference with the public’s enjoyment of the City Property. City will not be responsible for and Grantee releases City and its Agents (as defined in Section 7(c)) from responsibility for any damage to Grantee’s Roadway Facilities and Utility Facilities resulting from (a) the weight of regular maintenance vehicles or by members of the public, (ii) subsurface Utility Facilities that are not clearly marked, or (iii) caused by City or any City contractor’s, machinery, equipment, excavation, grading, or other ground disturbance, excluding only to the extent caused by City or its contractor’s active negligence or willful misconduct.

3. **Grantee’s Open Space Stewardship Covenants.** In conjunction with Grantee’s use of the Easement Area, Grantee covenants to do the following:

a. After consultation with and upon approval of the SFRPD Natural Areas Manager, and prior to commencement of construction on the Benefitted Property: (1) obtain a certified arborist’s report assessing tree health and possible need for removal of any dangerous and/or invasive trees on the City Property that are within 150 feet of the Easement Area; (2) remove all such dangerous and/or invasive trees; (3) replace such trees with a species approved by SFRPD; and (4) maintain such newly planted trees through an establishment period for a minimum of three (3) years; all in accordance with the Greenbelt Plan, SCM, and Standards & Guidelines.

b. After consultation with and upon approval of the SFRPD Natural Areas Manager: (1) remove all dangerous and invasive plant species and under-brush in the area adjacent to the Easement Area (i.e., within 50 feet) as reasonably identified by SFRPD; (2) replace such plants with a species approved by SFRPD; and (3) maintain newly planted plants in such fifty (50) foot area through an establishment period for a minimum of three (3) years; all in accordance with the Greenbelt Plan, the SCM and the Standards & Guidelines.

c. Trim and remove dead, diseased, or dangerous lateral tree branches of those trees on the City Property that are reasonably likely to fall on the Easement Area if they were to fall, including the removal of such trees if necessary, with the prior written approval of SFRPD Natural Resources Manager pursuant to an SFRPD permit, and in keeping with the Greenbelt Plan, the SCM and the Standards & Guidelines.

d. Maintain the installed landscaping described in Sections 3(a) and 3(b) in good and healthy condition at Grantee's expense, including replacement of dead or diseased tree limbs, trees, and plantings, as determined in good faith by a certified arborist delivering a copy of the report to RPD's Natural Areas Manager and in accordance with the Greenbelt Plan and other maintenance guidance from the SFRPD Natural Resources Manager.

e. Consult with and obtain the approval of the Natural Areas Manager of SFRPD before any significant changes to landscaping of the Easement Area or immediately adjacent to the Easement Area on the Benefitted Property are made.

f. The road surface materials of the driveway must be approved by SFRPD, subject to the requirements of the San Francisco Fire Department. The boundary line of the Easement Area must be clearly demarcated by means approved by the SFRPD Natural Resources Manager. Any surface materials or improvements that border or affect City right of way must also be approved by City's Public Works Department.

g. Maintain the grade of the Easement Area to efficiently access the Benefitted Property, subject to the prior approval of the SFRPD Natural Areas Manager. Grantee will obtain prior approval of SFRPD for any subsequent changes to the surface, grading and grade of the Easement Area.

h. Maintain all landscaping on the Benefitted Property in a manner that will not impede public access or use of, or create any hazardous condition to, the adjacent trail that runs alongside the north boundary of the Benefitted Property and is depicted on Exhibit D. Such obligation includes the removal of diseased or dead tree limbs and trees if originating from the Benefitted Property.

4. **Restrictions on Use.** Grantee agrees that, by way of example only and without limitation, the following uses of the Easement Area by Grantee, or any other person claiming by or through Grantee, are inconsistent with the limited purpose of this Agreement and are strictly prohibited as provided below:

a. Improvements. Except as otherwise expressly provided herein, Grantee will not construct or place any temporary or permanent structures or improvements in, on, under or about the Easement Area, nor will Grantee make any alterations or additions to any existing structures or improvements on the Easement Area, unless Grantee first obtains City's prior written consent, which City may condition or withhold in its sole discretion. Grantee will not use the Easement Area for construction staging or storage of any kind.

b. Future Plantings or Changes to Vegetation. Following initial City approval of the plantings in the City Property pursuant to Sections 3(a) and 3(b), any changes Grantee proposes to make to such plantings will be in accordance with the Natural Resources Management Plan and subject to prior City approval at City's sole discretion. Grantee will not plant or propose to plant any invasive or water intensive species in the City Property.

c. Surface Facilities. Grantee's use of the surface of the Easement Area for improvements or facilities (rather than Grantee's use during work in the Easement Area by or for Grantee) is prohibited without City's prior approval at its sole discretion. All Utility Facilities, including any appurtenances thereto, must be located below the surface of the Roadway Facilities.

d. Dumping. Grantee will not cause or permit the dumping or other disposal on, under or about the Easement Area of landfill, refuse, Hazardous Material (as defined below) or any other materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

e. Nuisances. Grantee will not conduct any activities on or about the Easement Area that constitute waste, nuisance or unreasonable annoyance or that are not consistent with residential uses (including, without limitation, emission of objectionable odors, noises or lights) to City, to the owners or occupants of neighboring property or to the public.

f. Use of Adjoining Land. Grantee acknowledges that the privilege given under this Agreement will be limited strictly to the Easement Area. Grantee will not use any adjoining lands owned by City except as may be permitted under other agreements.

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

5. Rights Reserved to City. Notwithstanding anything to the contrary in this Agreement, City reserves and retains all of the following rights relating to the Easement Area: (i) all water, timber, mineral and oil rights of any kind; (ii) the right to grant future easements and rights of way over, across, under, in and on the Easement Area as City determines, provided the easements and rights of way do not interfere with Grantee's rights; (iii) the right to allow public access in and around the Easement Area as part of a public open space, and (v) the right to

use the Easement Area in any way that is not inconsistent with Grantee's rights under the Easement and this Agreement.

6. **Grantee's Quitclaim.** This Agreement perfects Grantee's access rights to the Benefitted Property that were reserved to Grantee in the 1957 Deed. Therefore, Grantee hereby RELEASES, REMISES AND QUITCLAIMS TO THE CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, any and all right, title and interest Grantor may have in and to the City Property, excluding the right, title and interest granted to Grantee in the Easement Area pursuant to this Agreement.

7. **Work by Grantee in the Easement Area.**

a. **SFRPD Approval.** Permittee will install the Roadway Facilities and any other improvements in the Easement Area in accordance with plans and specifications approved in advance and in writing by SFRPD, such approval not to be unreasonably withheld or delayed. Elements of the plans and specifications addressing any Roadway Facilities that border or affect City right of way must also be approved in advance and in writing by City's Department of Public Works.

b. **Regulatory Permits and Approvals.** Before beginning any work in the Easement Area, Grantee will obtain all permits, licenses and approvals of all regulatory agencies and other third parties that are required to complete the work (collectively, "approvals"). Promptly on receipt of such approvals, Grantee will deliver copies of them to City. Grantee recognizes and agrees that no approval by City for purposes of Grantee's work under this Agreement will be deemed to constitute an approval of any federal, state or local regulatory authority with jurisdiction (including the San Francisco Public Utilities Commission or the Department of Building Inspection or the Recreation and Park Department), and nothing in this Agreement will limit Grantee's obligation to obtain all necessary regulatory approvals, at Grantee's sole cost.

c. **Exercise of Due Care.** Grantee will use, and will cause its agents, employees, officers, contractors, subcontractors, and representatives ("Agents," and when used in reference to City, the term "Agents" includes City's commissions, departments, boards and members), to use, due care at all times to avoid any damage or harm to City's property, including but not limited to pathways and vegetation. Under no circumstances will Grantee damage, harm, or take any rare, threatened, or endangered species on or about the Easement Area.

d. **Notice of Planned and Emergency Work.**

i. **Planned Work.** For planned work in the Easement Area that goes beyond routine maintenance and inspection Grantee will provide City at least thirty (30) days' notice. The notice will include plans and specifications or a work plan, as applicable. City's consent will be required prior to Grantee commencing work in the Easement Area that is not immediately necessary or routine maintenance and repair work.

without lapse, for a period of three (3) years beyond the Agreement expiration or termination, to the effect that should any occurrences during the Agreement term give rise to claims made after expiration or termination of the Agreement, such claims will be covered by such claims-made policies.

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

(i) Grantee's compliance with the provisions of this Section will in no way relieve or decrease Grantee's indemnification or other obligations under this Agreement. At its expense, Grantee will be responsible for separately insuring Grantee's personal property.

## 12. Encroachments.

(a) In the event Grantee or its Agents uses or occupies space outside the Easement Area (an "**Encroachment Area**"), other than for purposes consistent with public use, without the prior written consent of City, then upon written notice from City ("**Notice to Vacate**"), Grantee shall immediately vacate such Encroachment Area and pay rent for each day Grantee used, occupied, such Encroachment Area, an amount equal to the rentable square footage of the Encroachment Area, multiplied by the higher of (a) the customary rental rate then approved by the City, or (b) then current fair market rent for such Encroachment Area, as reasonably determined by City (the "**Encroachment Area Charge**"). In no event shall acceptance by City of the Encroachment Area Charge be deemed a consent by City to the use or occupancy of the Encroachment Area by Grantee, its Agents, or constitute a waiver by City of any and all other rights and remedies of City (including Grantee's obligation to indemnify, defend and hold City harmless as set forth in this Section, at law or in equity).

(b) In addition to the foregoing amount, Grantee shall pay to City an amount equaling Two Hundred Dollars (\$200.00) upon delivery of the initial Notice to Vacate plus the actual cost associated with a topographical survey of the Encroachment Area. In the event City determines during subsequent inspection(s) that Grantee has failed to vacate the Encroachment Area, then Grantee shall pay to City an amount equaling Three Hundred Dollars (\$300.00) for each additional Notice to Vacate delivered by City to Grantee following each inspection. The amounts set forth in this Section shall be due within three (3) business days following the applicable Notice to Vacate and/or separate invoice relating to the actual cost associated with a survey of the Encroachment Area.

(c) In addition to the rights and remedies of City as set forth in the foregoing paragraphs of this Section, the terms and conditions of the indemnity and exculpation provision set forth in Section 17 shall also apply to Grantee's and its Agents' use and occupancy of the Encroachment Area as if the Easement Area originally included the Encroachment Area.

ii. **Emergency Work.** Grantee will notify the Recreation and Park Department's Director of Operations of Emergency Work in the Easement Area as soon as possible, and prior to commencing work unless an immediate response is required to prevent physical harm to persons entering the City Property (in which case Grantee will notify as soon as reasonably practicable under the circumstances). In case of an emergency requiring an immediate response, Grantee will provide notice via telephone or email. "Emergency Work" means any work that must be completed on less than thirty (30) days' prior notice to (1) prevent damage to persons or the City Property, (2) prevent flooding upstream or within the City Property, or (3) maintain compliance with this Agreement and any laws due to unforeseen circumstances.

8. **Dangerous Conditions.** If Grantee's use of the Easement Area creates or exacerbates a dangerous condition on the City Property, Grantee will cure the dangerous condition within one (1) day after notice from the City (which notice may be verbal) or Grantee's actual knowledge of the dangerous condition, whichever is sooner; provided, however, if the nature of the dangerous condition will require more than one (1) day to remedy, Grantee will have secured the area or taken such other measures as necessary to protect the public from harm within one (1) day and commenced and prosecuted to completion a cure immediately thereafter. Unless it is an Emergency Work under Section 7, if Grantee has not (a) completed the work within one (1) day (if possible, in accordance with this section), (b) secured the area and taken measures to protect the public within one (1) day (if the work will take longer than one day to complete) and commenced a cure within two (2) days, or (c) otherwise diligently prosecuted the work, City has the right (but not the obligation) to cure the condition at Grantee's expense. Grantee will reimburse City for its costs within thirty (30) days after receipt of an invoice.

9. **Utility Facility Removal.** Within thirty (30) days after any replacement of any Utility Facilities or cessation of use of any Utility Facilities, Grantee will decommission or remove such Utility Facilities in accordance with standard utility practice. At such time, Grantee will repair, at its cost, any damage to the Easement Area caused by the decommissioning or removal. Grantee's obligations under this Section will survive any termination of the Easement.

10. **Termination.** The Easement, rights and privileges conferred to Grantee pursuant to this Agreement will continue in perpetuity unless a substantially similar alternative roadway access to a public street, along with utility access, is provided to or obtained by the Benefitted Property. On termination of the Easement, the Easement, together with the rights and privileges evidenced by this Agreement, will terminate immediately. Grantee will execute and deliver a quitclaim deed to City within thirty (30) days following City's request.

11. **Insurance.**

(a) Except during the period that a Grantee maintains the insurance required pursuant to Section 11(b), Grantee will procure at its expense and keep in effect at all times, in form and from an insurer reasonably accept to City, as follows:

(i) Commercial general liability insurance with limits not less than \$2,000,000 each occurrence, combined single limit for bodily injury and property damage, including coverage for contractual liability, personal injury, broad form

property damage, products, and completed operations. Any deductible under such policy will not exceed \$25,000 for each occurrence.

(b) During the period of any Construction Activity and any tree removal or trimming on or about the Easement Area or the City Property, in lieu of the insurance required by Section 11(a), Grantee will procure and keep in effect insurance required by this Section 11(b). As used in this Agreement, “**Construction Activity**” commences upon Grantee’s first site permit, first demolition permit, first building permit relating to the Easement Area, or any commencement of work on the Roadway Facilities, and continues until the Roadway Facilities have had their final inspection and approval.

(i) Commercial general liability insurance with limits not less than \$5,000,000 each occurrence, combined single limit for bodily injury and property damage, including coverage for contractual liability, personal injury, broad form property damage, products, and completed operations. Any deductible under such policy will not exceed \$100,000 for each occurrence.

(ii) Business automobile liability insurance with limits not less than \$2,000,000 for each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles, as applicable.

(iii) Workers’ Compensation Insurance, including Employers’ Liability, with limits not less than \$1,000,000 for each accident, covering all employees employed in or about the Easement Area to provide statutory benefits as required by the laws of the State of California.

(iv) Pollution legal liability and environmental remediation liability, including coverage for bodily injury, sickness, or disease, sustained by any person, including death; Environmental Damages; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, defense costs, charges, and expenses incurred in the investigation, adjustment of defense claims for such compensatory damages; sudden and non-sudden pollution conditions including the discharge, dispersal, release, or escape of Hazardous Materials into or upon City’s property, the atmosphere, or watercourse or body of water, which results in Environmental Damages; transportation coverage for the hauling of any Hazardous Materials by Grantee or its Agents, from the City’s real property to the final disposal location; and first party environmental remediation that pays for the cost of cleanup and remediation of the City’s real property required to comply with all applicable Laws. Such insurance must be endorsed to provide third-party disposal site coverage that covers third- party bodily injury, property damage, and cleanup coverage for pollution conditions emanating from a disposal site or landfill used by Grantee or its Agents. Grantee will maintain limits no less than: Two Million Dollars (\$2,000,000) per accident and Four Million Dollars (\$4,000,000) policy aggregate for bodily injury and property damage. City and its



Agents must be included as additional insureds under the Pollution Legal Liability Insurance Policy.

(c) All policies required by this Agreement will provide for the following: (i) be issued by one or more companies of recognized responsibility authorized to do business in the State of California with financial rating of at least a Class A- VIII (or its equivalent successor) status, as rated in the most recent edition of A.M. Best's "Best's Insurance Reports;" (ii) name as additional insureds the City and County of San Francisco and its Agents; (iii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limit of liability; and (iv) include a waiver of subrogation endorsement or provision wherein the insurer acknowledges acceptance of Grantee's waiver of claims against City. Such policies will also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage will not reduce or void the coverage as to any insured, and will afford coverage for all claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

(d) If generally commercially available in the insurance industry, Grantee will provide thirty (30) days' advance written notice to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice will be provided to City. Within one (1) business day of receiving any notice from its insurance provider or broker of intent to cancel or materially reduce, or cancellation, material reduction, or depletion of, its required coverage, Grantee will provide a copy of such notice to City and take prompt action to prevent cancellation, material reduction, or depletion of coverage, reinstate or replenish the cancelled, reduced, or depleted coverage, or obtain the full coverage required by this Section 10 (Insurance) from a different insurer meeting the qualifications of this Section. Notice to City will be mailed to the address(es) for City set forth in Section 21 (Notices).

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

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

(g) Should any of the required insurance be provided under a claims-made form, Grantee will maintain such coverage continuously throughout the term of this Agreement and,

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

14. **Repair of Damage.** If any portion of the Easement Area or any property of City located on or about the Easement Area is damaged by any of the activities conducted by or for Grantee, Grantee will immediately, at no cost to City, repair any and all such damage and restore the Easement Area or property to its previous condition.

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

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

17. **Grantee's Indemnity.** Grantee will indemnify, defend, and hold harmless ("Indemnify") City, including all of its boards, commissions, departments, agencies, and other subdivisions, and all of its and their Agents, and their respective heirs, legal representatives, successors, and assigns (individually and collectively, the "Indemnified Parties"), and each of them, from and against all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties, and expenses, including direct and vicarious liability of every kind (collectively, "Claims"), incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person (including Grantee's employees), or loss of or damage to

property occurring in or about the Easement Area arising out of the acts, omissions or negligence of Grantee, its Agents or its clients, customers, invitees, guests, licensees, assignees, or tenants (“Invitees”); (b) any failure or default by Grantee in the observation or performance of any of the terms, covenants, or conditions of this Agreement to be observed or performed on Grantee’s part; (c) the use or occupancy or manner of use or occupancy of the Easement Area by Grantee, its Agents, Invitees, or any person or entity claiming through or under any of them; (d) any construction or other work undertaken by Grantee on the Easement Area whether before or during the term of this Agreement; or (e) any acts, omissions, or negligence of Grantee, its Agents, or its Invitees, in, on, or about the Easement Area or the City Property, all regardless of the active or passive negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on, the Indemnified Parties, except to the extent that the foregoing indemnity is void or otherwise unenforceable under applicable law and further except only those Claims as are caused exclusively by the willful misconduct or gross negligence of the Indemnified Parties, and subject to the limitations provided for in Section 2 of this Agreement. The foregoing indemnity includes reasonable fees of attorneys, consultants, and experts and related costs and City’s costs of investigating any Claim, but shall exclude alleged lost profits. Grantee expressly acknowledges that Grantee has an immediate and independent obligation to defend City from any Claim that actually or potentially falls within this indemnity provision even if the allegation is or may be groundless, fraudulent, or false, which obligation arises at the time the Claim is tendered to Grantee by City and continues at all times thereafter. Grantee’s obligations under this Section shall terminate upon conveyance of the Benefitted Property only as to the portion of the Benefitted Property conveyed and only with regard to Claims arising after the date of such conveyance, but the obligations of this Section shall be and remain binding on Grantee’s successors and assigns.

**18. Hazardous Material Acknowledgement and Indemnification.**

a. Hazardous Material Acknowledgement: Grantee recognizes that, in entering upon the Easement Area and performing the uses permitted under the Easement, its Agents and Invitees may be working with or be exposed to substances or conditions that are toxic or otherwise hazardous. Grantee acknowledges that the City is relying on the Grantee to identify and evaluate the potential risks involved and to take all appropriate precautions to avoid risks to its Agents and Invitees, contractors, and subcontractors. Grantee agrees that it is assuming full responsibility for ascertaining the existence of all risks, evaluating their significance, implementing appropriate safety precautions for its Agents and Invitees, and making the decision on how (and whether) to enter upon the Easement Area and carry out the uses permitted under the Easement, with due regard to the risks and appropriate safety precautions.

b. Proper Disposal of Hazardous Materials: Grantee assumes sole responsibility for managing, removing, and properly disposing of any waste produced during or in connection with Grantee’s entry and/or use of the Easement Area including, without limitation, preparing and executing any manifest or other documentation required for or associated with the removal, transportation, and disposal of Hazardous Substances to the extent required in connection with the Grantee’s activities.

c. Toxics Indemnification: Grantee will defend, hold harmless, and indemnify the City and its Agents from and against any and all claims, demands, actions, causes of action or suits (actual or threatened), losses, costs, expenses, obligations, liabilities, or damages, including interest, penalties, engineering consultant and attorneys' fees resulting from any Release or threatened Release of a hazardous substance, pollutant, or contaminant, or any condition of pollution or contamination, or nuisance in the Easement Area or in ground or surface waters associated with and in the vicinity of the Easement Area to the extent that the Release or threatened Release, or condition is directly created or aggravated by the use undertaken by Grantee under this Agreement or by any breach of or failure to duly perform or observe any term, covenant, or agreement in this Agreement to be performed or observed by the Grantee, including but not limited to any violation of any Environmental Law (as defined in Section 18(e) below); provided, however, that Grantee will have no liability, nor any obligation to defend, hold harmless, or indemnify any person or entity for any claim, action, loss, cost, liability, expense, or damage resulting from (i) the willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified, or held harmless, or (ii) the mere discovery or disclosure of any pre-existing condition on or in the vicinity of the Easement Area.

d. Hazardous Substances: For purposes of this Agreement, the term "**Hazardous Substance**" has the meaning set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U. S. C. Section 9601(14), and also includes, without limitation, petroleum, (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("**PCBs**" or "**PCB**"), PCB-containing materials, all hazardous substances identified at California Health & Safety Code Sections 25316 and 25281(h), all chemicals listed under California Health & Safety Code Section 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, pollutant, or contaminant under applicable state or local law.

e. Environmental Laws: For purposes of this Agreement, the term "**Environmental Laws**" includes but is not limited to all laws dealing with or pertaining to solid or hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance Releases or reporting requirements, Hazardous Substance use or storage, and employee and community right-to-know requirements, related to Grantee's use under the Easement.

f. Release: For purposes of this Agreement, the term "**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance or pollutant or contaminant).

g. Soils Investigation: For any soils investigations, Grantee warrants as follows:

i. If any soils investigation involves drilling holes with a diameter that could create a safety hazard for persons, the holes during any drilling operations must be carefully safeguarded and be refilled on the completion of the drilling operations (and compacted to the extent necessary) to the level of the original surface penetrated by the drilling.

ii. The City has no responsibility or liability of any kind or character with respect to any utilities that may be located in or on the Easement Area. Grantee has the sole responsibility to locate the same and to protect them from damage. Grantee will be solely responsible for any damage to utilities or damage resulting from any damaged utilities. Before the start of any work under this Agreement, the Permittee is advised to contact Underground Services Alert for assistance in locating existing utilities at (800) 642-2444. Any utility conduit or pipe encountered in excavations not identified by Underground Services Alert must be brought to the attention of the City immediately.

iii. All soils test data and resulting reports obtained from these activities must be provided to the City upon request and the City may use the data for whatever purposes it deems appropriate, including making it available to others for use in connection with any development. The data, reports, and City use will be without any charge to the City.

iv. Any hole drilled (if not refilled and compacted at the end of each day's operation) and the drilling work area and any equipment left on the Easement Area must be carefully safeguarded and secured after the completion of each day's work.

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

20. **Waiver of Claims.**

a. Neither City nor any of its Agents will be liable for any damage to the property of Grantee or its Agents, or for any bodily injury or death to such persons, resulting or arising from the condition of the Easement Area or its use by Grantee.

b. Grantee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, the Indemnified Parties under any present or future laws, statutes, or regulations, with respect to Claims arising out of: (i) the physical or environmental condition of the Easement Area or any law or regulation applicable thereto or the suitability of the Easement Area for Grantee's intended use; (ii) any and all Claims for relocation benefits or assistance from City under federal and state relocation assistance laws, (iii) any and all Claims for consequential and incidental damages (including without limitation, lost profits), and covenants not to sue for such damages, and (iv) any and all Claims for any interference with the uses conducted by Grantee pursuant to this Agreement, regardless of the cause, except to the extent caused by the willful misconduct or gross negligence of City, or caused solely and directly by City's material breach of this Agreement.

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor

at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Grantee acknowledges that the releases contained herein includes all known and unknown, direct and indirect, disclosed and undisclosed, and anticipated and unanticipated claims. Grantee realizes and acknowledges that it has entered into this Agreement in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained in this Agreement will survive any termination of this Agreement.

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

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

If to City, to: Recreation and Park Department  
City and County of San Francisco  
Attn: Director of Real Estate  
Re: \_\_\_\_\_  
501 Stanyan Street  
San Francisco, CA 94117

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

If to Grantee, to: Midtown Lands LLC  
1888 Geneva Avenue, #407  
San Francisco, California 94134

with a copy to:

Reuben, Junius & Rose, LLP  
One Bush Street, Suite 600  
San Francisco, California 94104  
Attn: Kevin H. Rose

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

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

25. **Non-Discrimination.** Grantee will not, in the operation and use of the Easement Area, discriminate against any employee of, any City employee working with Grantee, or applicant for employment with Grantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of those protected classes, or in retaliation for opposition to discrimination against those classes. Grantee does not as of the date of this Agreement and will not, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of the employees, where the domestic partnership has been registered with a governmental entity under state or local law authorizing the registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code..

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

disclose any records, information, and materials submitted to City in connection with this Agreement.

27. **Tropical Hardwood and Virgin Redwood Ban; Preservative-Treated Wood Containing Arsenic.** City urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product. Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Grantee will not provide any items to the construction of any improvements, or otherwise in the performance of this Agreement, that are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Environment Code Chapter 13 is obtained from the Department of Environment.

28. **Taxes.**

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

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

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

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



includes the placement of the name of a company producing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product.

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

a. Chapter 3 of the San Francisco Environment Code (the Integrated Pest Management Program Ordinance or "**IPM Ordinance**") describes an integrated pest management ("**IPM**") policy to be implemented by all City departments. Grantee may not use or apply or allow the use or application of any pesticides on the Easement Area or contract with any party to provide pest abatement or control services to the Easement Area without first receiving City's written approval of an IPM plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Grantee may need to apply to the Easement Area during the Term, (ii) describes the steps Grantee will take to meet City's IPM Policy described in Section 300 of the IPM Ordinance, and (iii) identifies, by name, title, address, and telephone number, an individual to act as the Grantee's primary IPM contact person with City. Grantee will comply, and will require all of Grantee's contractors to comply, with the IPM plan approved by City and will comply with the requirements of Sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if Grantee were a City department. Among other matters, the provisions of the IPM Ordinance: (i) provide for the use of pesticides only as a last resort, (ii) prohibit the use or application of pesticides on City property, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by City's Department of the Environment), (iii) impose certain notice requirements, and (iv) require Grantee to keep certain records and to report to City all pesticide use at the Easement Area by Grantee's staff or contractors.

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

30. **Conflicts of Interest.** Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provisions of Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions and agrees that if it becomes aware of any such fact during the term of this Agreement, Grantee will immediately notify the City.

31. **Notification of Prohibition on Contributions.** Through its execution of this Agreement, Grantee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with City for the selling or leasing of any land or building to or from any department of City from making any campaign contribution whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an

appointee of that individual serves, to (1) the City elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or twelve (12) months after the date the contract is approved, if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$100,000 or more. Grantee acknowledges that (i) the prohibition on contributions applies to Grantee; each member of Grantee's board of directors, and Grantee's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Grantee; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Grantee; and (ii) within thirty (30) days of the submission of a proposal for the contract, the City department with whom Grantee is contracting is obligated to submit to the Ethics Commission the names of the parties to the contract and any subcontractor. Additionally, Grantee certifies that it has informed each of the persons described in Section 1.126 of the limitation on contributions imposed by Section 1.126, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

32. **General Provisions.** (a) This Agreement may be amended or modified only by a writing signed by City and Grantee. (b) No waiver by any party of any of the provisions of this Agreement will be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) Unless otherwise stated, all approvals and determinations of City requested, required, or permitted hereunder may be made in the sole discretion of the general manager of the San Francisco Recreation and Park Department or other authorized City official. (d) This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. The words "include" or "including" or similar words will not be construed to limit any general term, statement, or other matter in this Lease or any of its attached exhibits, whether or not language of non-limitation, such as "without limitation" or similar words, are used. (e) The section and other headings of this Agreement are for convenience of reference only and will be disregarded in the interpretation of this Agreement. (f) Time is of the essence in each and every provision hereof. (g) This Agreement will be governed by California law and City's Charter. (h) If Grantee consists of more than one person then the obligations of each person will be joint and several. (i) If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement will not be affected and will be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Agreement without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Agreement. (j) All exhibits attached to this Permit are incorporated by reference.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, GRANTEE ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL RESOLUTIONS OF CITY'S RECREATION AND PARK COMMISSION AND CITY'S BOARD OF SUPERVISORS WILL HAVE BEEN DULY ADOPTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTION CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE

CONTINGENT UPON ENACTMENT OF SUCH RESOLUTIONS, AND THIS AGREEMENT WILL BE NULL AND VOID IF THE SAN FRANCISCO RECREATION AND PARK COMMISSION, BOARD OF SUPERVISORS AND MAYOR DO NOT APPROVE THIS AGREEMENT, EACH IN THEIR RESPECTIVE SOLE DISCRETION.

[Continued]

**Accepted and Agreed:**

Midtown Lands LLC,  
a California company

By: James Keith  
Name: James Keith  
Title: Managing Member

**CITY:**

CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

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

**RECOMMENDED:**

By: \_\_\_\_\_  
Philip Ginsburg  
General Manager  
Recreation and Park Department

**APPROVED AS TO FORM:**

DAVID CHIU  
City Attorney

By: \_\_\_\_\_  
Elizabeth A. Dietrich  
Deputy City Attorney

**NOTARY ACKNOWLEDGMENT**

**CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC**

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 )

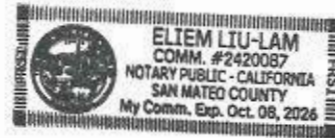
County of San Francisco )

On DEC. 12 / 2023, before me, ELIEM LIU-LAM, a Notary Public, personally appeared JAMES KEITH, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature:  (Seal)



**EXHIBIT A**

**Legal Description of City Property  
(Larger RPD Greenbelt Area)**

**EXHIBIT A**  
**LEGAL DESCRIPTION**

PARCEL B-1:

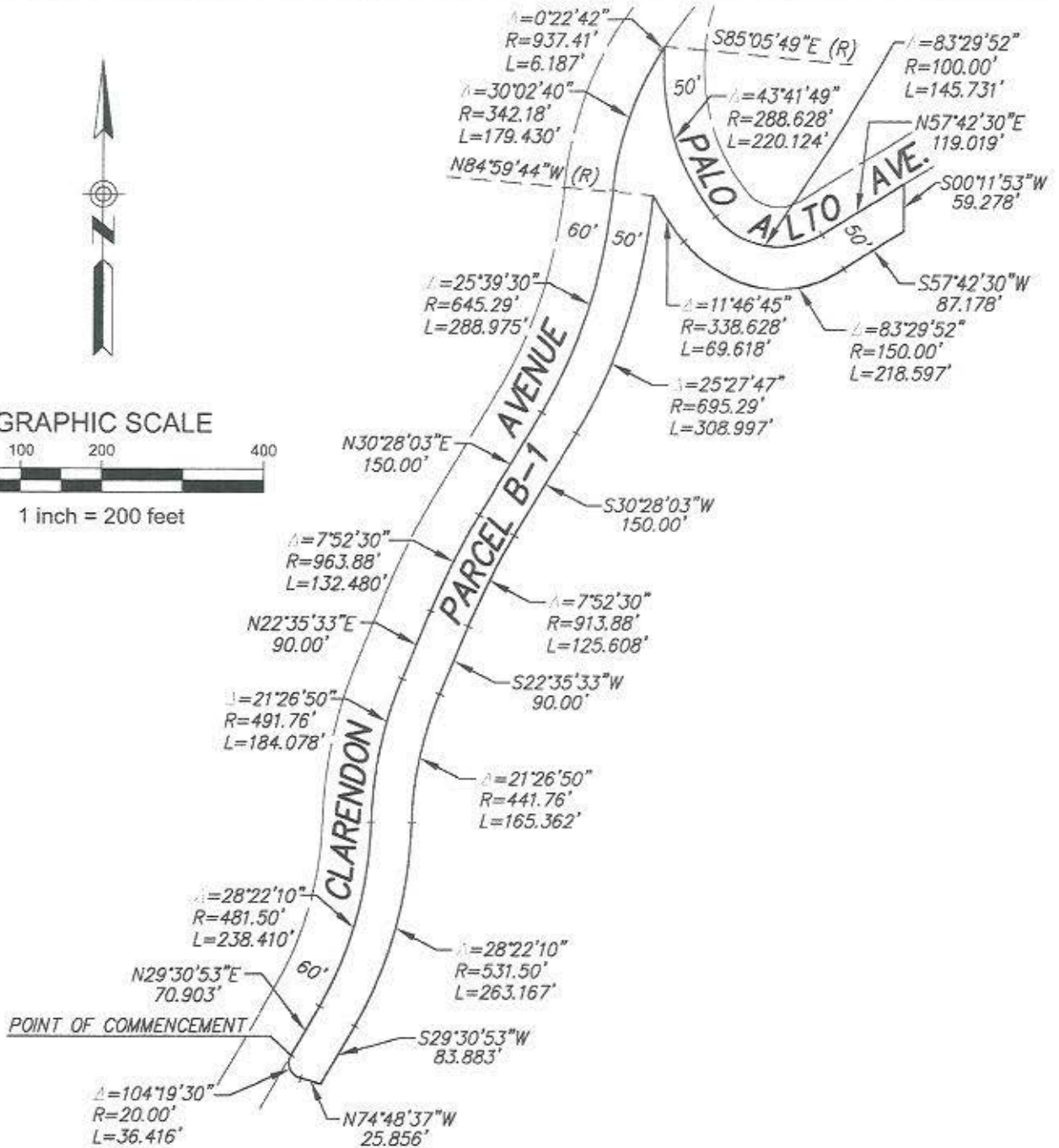
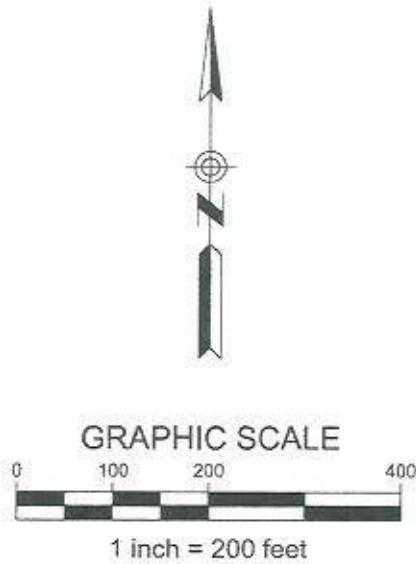
COMMENCING at a point on the southeasterly line of Clarendon Avenue, as said Avenue is shown on that certain map entitled "Map of Clarendon Avenue Showing the Widening etc.", filed in the office of the Recorder of the City and County of San Francisco, State of California, July 17, 1946, in Map Book "P" at pages 34 and 35, distant thereon South 29°30'53" West 70.903 feet from the northerly terminus of that certain course, having a distance of 229.630 feet, which forms a portion of the said southeasterly line of Clarendon Avenue and which is terminated on the Southwest by a curve having a radius of 670 feet and on the Northeast by a curve having a radius of 481.50 feet; thence from said point of commencement along the said southeasterly line of Clarendon Avenue the following courses and distances: North 29°30'53" East 70.903 feet, northeasterly on the arc of a curve to the left, tangent to the preceding course with a radius of 481.50 feet, a central angle of 28°22'10", a distance of 238.410 feet, on an arc of a reverse curve to the right, tangent to the preceding curve with a radius of 491.76 feet, a central angle 21°26'50", a distance of 184.078 feet, North 22°35'33" East, tangent to the preceding curve 90.00 feet, on an arc of a curve to the right, tangent to the preceding course with a radius of 963.88 feet, a central angle of 7°52'30", a distance of 132.480 feet, North 30°28'03" East tangent to the preceding curve 150.00 feet, on an arc of a curve to the left, tangent to the preceding course with a radius of 645.29 feet, a central angle of 25°39'30", a distance of 288.975 feet, on an arc of a reverse curve to the right, tangent to the preceding curve with a radius of 342.18 feet, a central angle of 30°02'40", a distance of 179.430 feet, and on arc of a curve to the right, tangent to the preceding curve with a radius of 937.41 feet, a central angle of 0°22'42", a distance of 6.187 feet to the southwesterly line of the parcel of land described as Parcel 2 in the deed from Adolph G. Sutro to American Broadcasting Company, Inc., a corporation, dated April 12, 1948, recorded April 19, 1948 in Book 4882 of Official Records page 63, thence leaving the southeasterly line of said Clarendon Avenue and running along the southwesterly, southerly, and southeasterly line of said parcel of land the following courses and distances; southeasterly on an arc of a curve to the left, the center of which bears South 85°05'49" East 288.628 feet from the last mentioned point with a radius of 288.628 feet, a central angle of 43°41'49", a distance of 220.124 feet, southeasterly, easterly and northeasterly on an arc of a curve to the left tangent to the preceding curve with a radius of 100 feet, a central angle of 83°29'52", a distance of 145.731 feet, and North 57°42'30" East tangent to the preceding curve 119.019 feet, to the westerly boundary line of the parcel of land described as Parcel 1 in the deed from Adolph G. Sutro to American Broadcasting Company, Inc., a corporation, dated April 12, 1948, recorded April 19, 1948, in Book 4882 official records page 63, thence along said westerly line South 0°11'53" West 59.278 feet; thence

southwesterly parallel with and perpendicularly distant 50 feet southeasterly from the southeasterly line of the above said parcel the following courses and distances; South  $57^{\circ}42'30''$  West 87.178 feet, southwesterly, westerly and northwesterly on arc of a curve to the right, tangent to the preceding course with a radius of 150 feet, a central angle of  $83^{\circ}29'52''$ , a distance of 218.597 feet and on an arc of a curve to the right, tangent to the preceding curve with a radius of 338.628 feet, a central angle of  $11^{\circ}46'45''$ , a distance of 69.618 feet to a point, said point being radially and perpendicularly distant 50 feet easterly from the southeasterly line of said Clarendon Avenue; thence parallel with and radially and perpendicularly distant 50 feet southeasterly from the southeasterly line of said Clarendon Avenue the following courses and distances: on an arc of a curve to the right, the center of which bears North  $84^{\circ}59'44''$  West 695.29 feet from the last mentioned point with a radius of 695.29 feet, a central angle of  $25^{\circ}27'47''$ , a distance of 308.997 feet, South  $30^{\circ}28'03''$  West tangent to the preceding curve 150 feet, on an arc of a curve to the left, tangent to the preceding course with a radius of 913.88 feet, a central angle of  $7^{\circ}52'30''$ , a distance of 125.608 feet, South  $22^{\circ}35'33''$  West tangent to the preceding curve 90.00 feet, on an arc of a curve to the left, tangent to the preceding course with a radius of 441.76 feet, a central angle of  $21^{\circ}26'50''$ , a distance of 165.362 feet, on an arc of a reverse curve to the right, tangent to the preceding curve with a radius of 531.50 feet, a central angle of  $28^{\circ}22'10''$ , a distance of 263.167 feet and South  $29^{\circ}30'53''$  West tangent to the preceding curve 83.883 feet to a point; thence North  $74^{\circ}48'37''$  West 25.856 feet; thence northwesterly, northerly and northeasterly on an arc of a curve to the right, tangent to the preceding course with a radius of 20 feet, a central angle of  $104^{\circ}19'30''$ , a distance of 36.416 feet to tangency with the southeasterly line of said Clarendon Avenue and the point of commencement.

Excepting and reserving to Pacific Coast Construction Company an easement for roadway purposes for access from its remaining and adjoining real property across said Parcel B-1 to Clarendon Avenue, within a strip of land 50 feet wide, the actual location of said proposed roadway to be determined by said Company and the second party in cooperation with the City Planning Commission within three years from the date of this conveyance.

Recorded June 27, 1957 in Book 7099 Page 322, Official Records





**ABBREVIATIONS**

R RADIUS  
 (R) RADIAL  
 Δ DELTA  
 L LENGTH

**LEGEND**

————— PARCEL B-1 LINE  
 - - - - - RIGHT OF WAY LINE

**NOTES**

1. ALL DEFLECTION ANGLES HEREON ARE 90 OR 45 DEGREES UNLESS EXPRESSLY OTHERWISE INDICATED.
2. ALL MEASURED DISTANCES ARE SHOWN HEREON IN FEET AND DECIMALS THEREOF. ALL OTHERS ARE SHOWN AS PER RECORDS AND NOTED AS SUCH.

Approved by:



**TRANSAMERICAN ENGINEERS**

1390 Market Street, Suite 201 San Francisco, CA. 94102  
 Tel: 415-553-4099 Fax: 415-553-4071 Email: info@transamericanengineers.com

**EXHIBIT "A"**  
**PLAT TO ACCOMPANY LEGAL DESCRIPTION**  
**PARCEL B-1**  
**BOOK 7099, PAGE 322, OFFICIAL RECORDS**

SAN FRANCISCO

CALIFORNIA

Job No.	6965
Date:	MAY 2023
Surveyed by:	DP/MM
Drawn by:	LF
Checked by:	BP
Scale:	AS SHOWN
Sheet No.	1 OF 1

**EXHIBIT B**

Legal Description of Benefitted Property

**EXHIBIT "B"**

**LEGAL DESCRIPTION**

(APN: AB 2724, Lot 002)

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

Beginning at the intersection of the easterly line of Block 2781 of Midtown Terrace Subdivision No. 7, as per map thereof filed August 20, 1958 in Book "S" of Maps, at pages 21 and 22, in the office of the Recorder of said County, and the southeasterly line of "Parcel B-1" as described in that deed to the City and County of San Francisco recorded June 27, 1957 in Book 7099, Page 322 of Official Records, in the office of the Recorder of said County, said intersection being the northeasterly corner of said Block 2781;

Thence along the easterly line of said Block 2781 South 0°11'53" West 69.03 feet to an angle point of "Parcel X" as described in that deed from Emma L. Merritt to Adolph G. Sutro recorded December 18, 1929 in Book 1959, Page 194 of Official Records, in the office of Recorder of said County;

Thence along the line of said "Parcel X" South 89°48'07" East 100 feet  
(cited as South 89°45'01" East 100 feet in said description of said "Parcel X");

Thence North 0°11'53" East (cited as North 0°14'59" East in said description of said "Parcel X") 129.24 feet to the southeasterly corner of said "Parcel B-1";

Thence along the southeasterly line of said "Parcel B-1" South 57°42'30" West 87.18 feet to the beginning of a curve to the right in said southeasterly line having a radius of 150 feet;

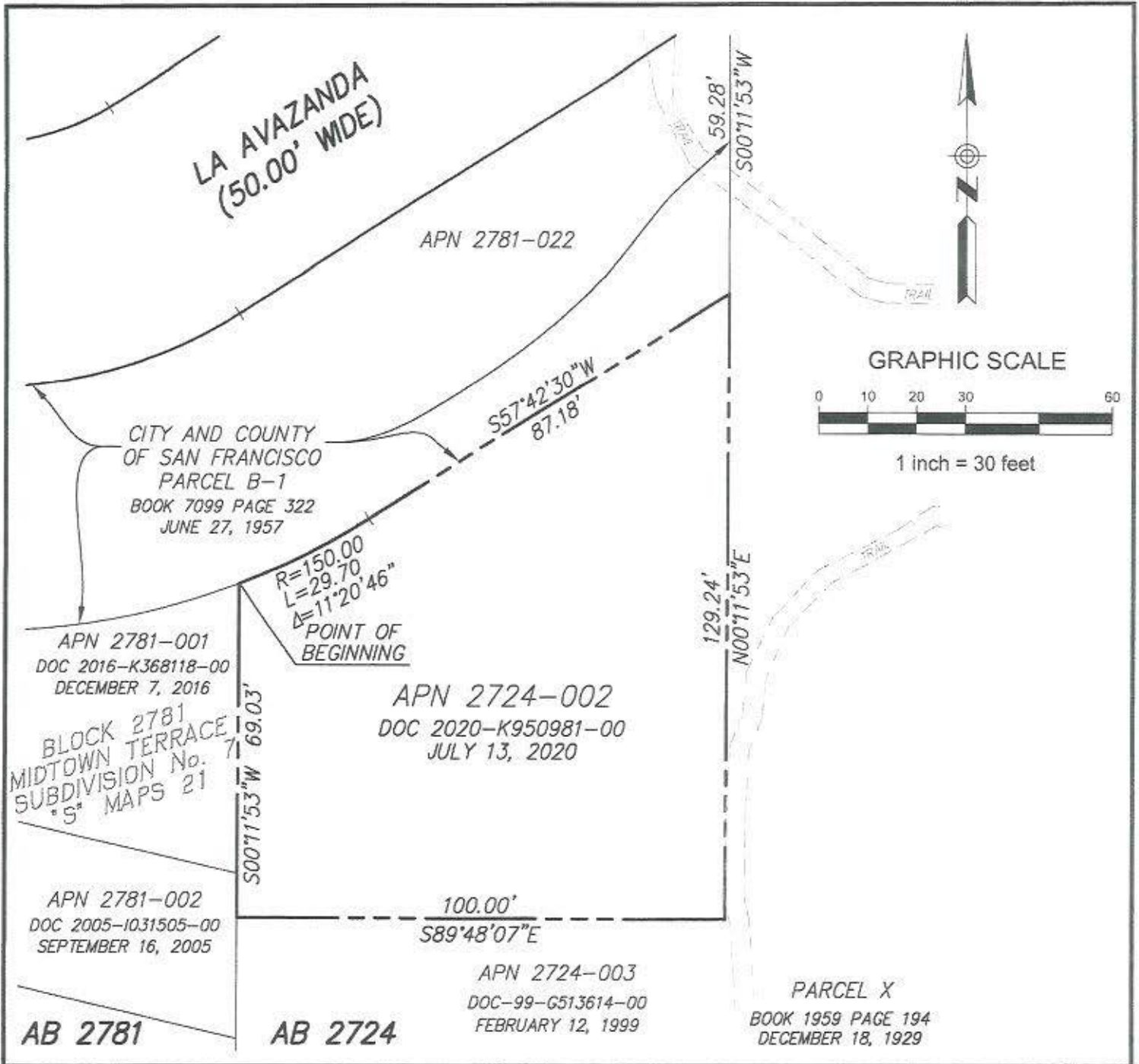
Thence southwesterly along said curve through a central angle of 11°20'46", a distance of 29.70 feet to the easterly line of said block 2781 and the Point of Beginning.

Containing 0.22 acres, more or less.

TRANSAMERICAN ENGINEERS & ASSOCIATES

  
Barry A. Pierce, PLS 6975





ABBREVIATIONS	LEGEND	NOTES
AB ASSESSOR'S BLOCK APN ASSESSOR'S PARCEL NUMBER DOC DOCUMENT	_____ PARCEL IN QUESTION - - - - - RIGHT OF WAY LINE = = = = = ADJACENT LOT LINE - - - - - TRAIL	1. ALL DEFLECTION ANGLES HEREON ARE 90 OR 45 DEGREES UNLESS EXPRESSLY OTHERWISE INDICATED. 2. ALL MEASURED DISTANCES ARE SHOWN HEREON IN FEET AND DECIMALS THEREOF. ALL OTHERS ARE SHOWN AS PER RECORDS AND NOTED AS SUCH.

Approved by:

**TRANSAMERICAN ENGINEERS**  
 1390 Market Street, Suite 201 San Francisco, CA. 94102  
 Tel: 415-553-4099 Fax: 415-553-4071 Email: info@transamericanengineers.com

**EXHIBIT "B"**  
**PLAT TO ACCOMPANY**  
**LEGAL DESCRIPTION**  
 APN 2724-002

SAN FRANCISCO CALIFORNIA

Job No.	6965
Date:	MAY 2023
Surveyed by:	DP/MM
Drawn by:	LF
Checked by:	BP
Scale:	AS SHOWN
Sheet No.	1 OF 1

**EXHIBIT C**

Legal Description of Easement Area

**EXHIBIT "C"**

**LEGAL DESCRIPTION**

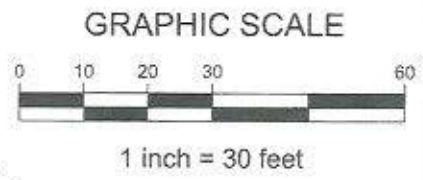
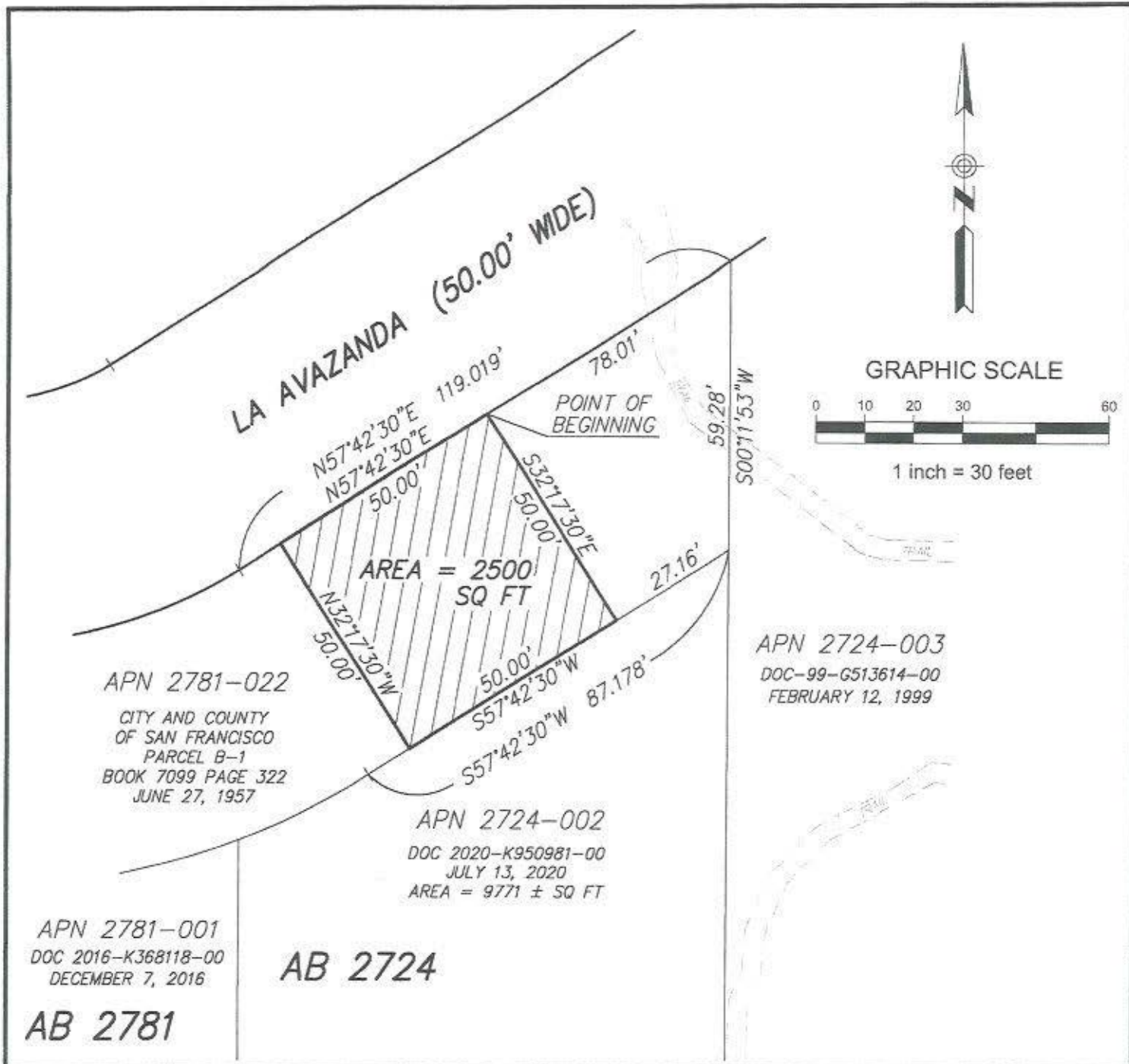
All that certain real property situated in the City and County of San Francisco, State of California, described as follows:

Being a portion of Parcel B-1 as said parcel is described in that certain deed recorded June 27, 1957 in Book 7099 at page 322, office of the Recorder of the City and County of San Francisco, State of California.

Beginning at a point on the line described as North 57°42' 30" East tangent to the preceding curve 119.019 feet in said deed, said point being South 57°42' 30" West 78.01 feet from the northeasterly terminus of said line; thence leaving said line South 32°17'30" East 50.00 feet to a point on the line described as South 57°42' 30" West 87.178 feet in said deed, said point being South 57°42' 30" West 27.16 feet from the northeasterly terminus of last said line; thence along last said line South 57°42' 30" West 50.00 feet; thence leaving last said line North 32°17'30" West 50.00 feet to a point on said line described as North 57°42' 30" East tangent to the preceding curve 119.019 feet in said deed; thence along last said line North 57°42' 30" East 50.00 feet to the Point of Beginning.

Containing 2,500 square feet (0.06 acre), more or less.





APN 2781-022  
CITY AND COUNTY  
OF SAN FRANCISCO  
PARCEL B-1  
BOOK 7099 PAGE 322  
JUNE 27, 1957

APN 2724-003  
DOC-99-G513614-00  
FEBRUARY 12, 1999

APN 2724-002  
DOC 2020-K950981-00  
JULY 13, 2020  
AREA = 9771 ± SQ FT

APN 2781-001  
DOC 2016-K368118-00  
DECEMBER 7, 2016

**AB 2724**

**AB 2781**

**ABBREVIATIONS**

AB ASSESSOR'S BLOCK  
APN ASSESSOR'S PARCEL NUMBER  
DOC DOCUMENT

**LEGEND**

————— PARCEL IN QUESTION  
————— RIGHT OF WAY LINE  
————— ADJACENT LOT LINE  
- - - - - TRAIL

**NOTES**

1. ALL DEFLECTION ANGLES HEREON ARE 90 OR 45 DEGREES UNLESS EXPRESSLY OTHERWISE INDICATED.
2. ALL MEASURED DISTANCES ARE SHOWN HEREON IN FEET AND DECIMALS THEREOF. ALL OTHERS ARE SHOWN AS PER RECORDS AND NOTED AS SUCH.

Approved by:



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1390 Market Street, Suite 201 San Francisco, CA. 94102  
Tel: 415-553-4099 Fax: 415-553-4071 Email: info@transamericanengineers.com

**EXHIBIT "C"**  
**PLAT TO ACCOMPANY**  
**LEGAL DESCRIPTION**  
**APN 2781-022**

SAN FRANCISCO

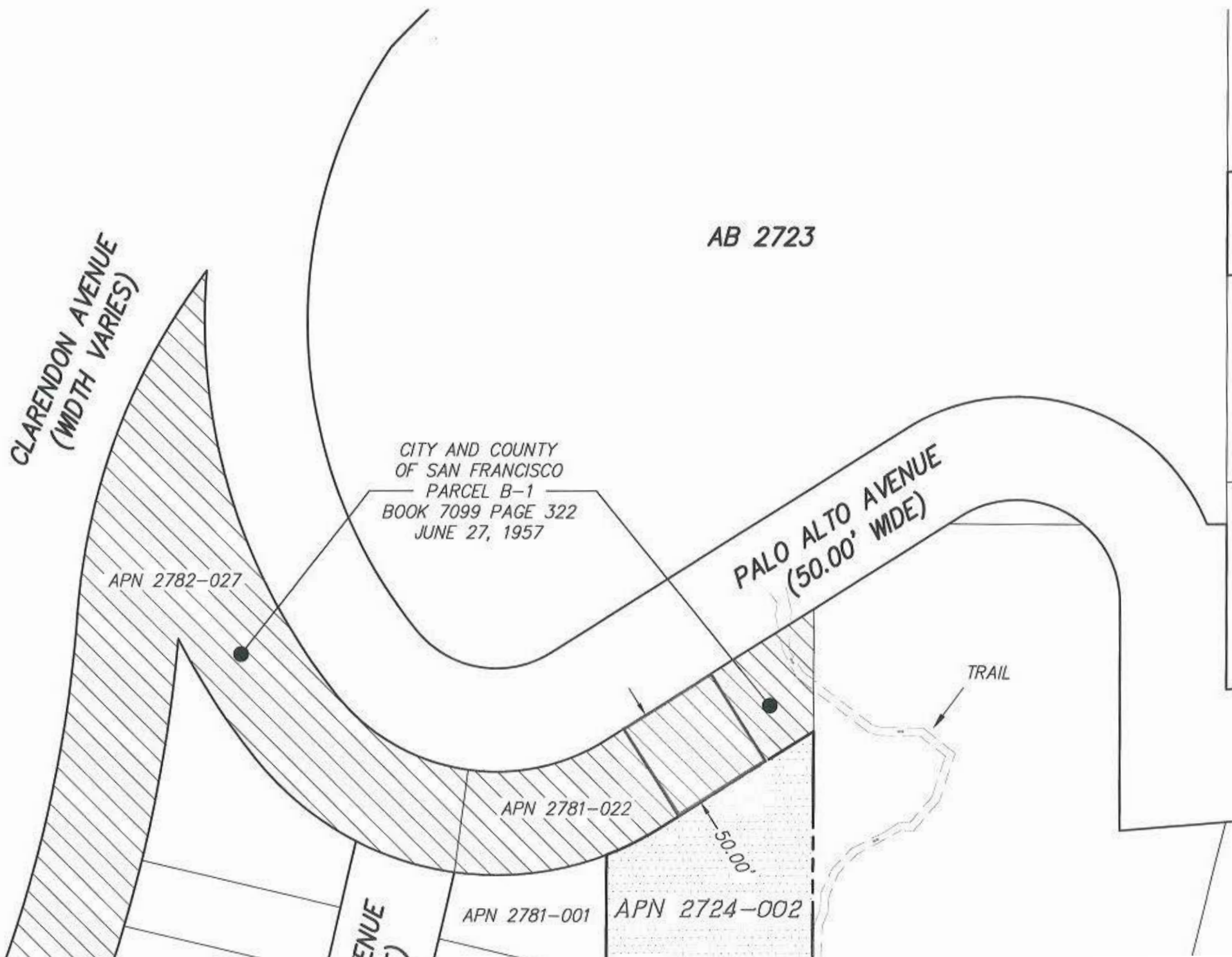
CALIFORNIA

Job No.	6965
Date:	MAY 2023
Surveyed by:	DP/MM
Drawn by:	LF
Checked by:	BP
Scale:	AS SHOWN
Sheet No.	1 OF 1

**EXHIBIT D**

Depiction of Easement Area,  
Benefitted Property, City Property, and Trail





AB 2723

CLARENDON AVENUE  
(WIDTH VARIES)

CITY AND COUNTY  
OF SAN FRANCISCO  
PARCEL B-1  
BOOK 7099 PAGE 322  
JUNE 27, 1957

PALO ALTO AVENUE  
(50.00' WIDE)

APN 2782-027

APN 2781-022

TRAIL

APN 2781-001

APN 2724-002

50.00'

AVENUE