

Recording requested by and
when recorded mail to:

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

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

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

APN Block _____, Lot _____

PEDESTRIAN AND VEHICULAR PUBLIC
ACCESS AND CITY UTILITY EASEMENT AGREEMENT

This PEDESTRIAN AND VEHICULAR PUBLIC ACCESS AND CITY UTILITY EASEMENT AGREEMENT (this "**Agreement**"), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**"), and SUNNYDALE INFRASTRUCTURE LLC, a California limited liability company ("**Grantor**"), is executed as of _____, 2019 (the "**Execution Date**") and is effective as of the Effective Date (as defined below).

RECITALS

A. Grantor is an affiliate the master developer of the Sunnydale HOPE SF Project to redevelop the Sunnydale-Velasco public housing site, approved by City through Ordinance No. 2017-K416604-00 (the "**Project**"). Grantor has the right to use the real property located in San Francisco, California, described as Lot D on the Final Map (to be recorded contemporaneously with this Agreement) attached hereto as Exhibit A (the "**Burdened Property**") pursuant to separate agreements with the Housing Authority of the City and County of San Francisco (the "**Housing Authority**"), including but not limited to that certain Easement Agreement by and between the Housing Authority and Developer dated _____, 2019 and recorded as Document No. _____ on _____, 2019 in the Official Records of the City and County of San Francisco (the "**Grantor's Easement**").

B. To preserve access in, to, and from the Sunnydale-Velasco public housing site during the initial phases of the Project, Grantor is required to construct a temporary roadway connecting future Sunrise Way to existing Santos Street over the portion of the Burdened Property described and depicted on attached Exhibit B ("**Temporary Sunrise Way**"). Pending continuation of the Project to build future phases, Temporary Sunrise Way will be replaced by permanent access through dedicated public right of way in a different or overlapping location, allowing for termination of this Agreement.

C. Grantor accordingly agrees to provide a non-exclusive, irrevocable easement for

public pedestrian and vehicular ingress, egress and access over Temporary Sunrise Way, on the completion of pedestrian and vehicular access roadway improvements with related signage in, and any subsurface improvements reasonably needed below (including City-owned utilities), Temporary Sunrise Way for the installation, maintenance, and operation of such roadway improvements (collectively, as may be modified pursuant to this Agreement, the “**Road Improvements**”) and on the terms and conditions specified in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements of the parties in this Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and City agree as follows:

1. Grant of Easement. Pursuant to the terms and conditions specified in this Agreement, Grantor grants in perpetuity to City for the benefit of the public a non-exclusive, irrevocable easement in gross on, over and across Temporary Sunrise Way for public pedestrian and vehicular ingress, egress and access, including use of the Road Improvements and the City’s right to install, operate, maintain, repair, and replace any necessary City-owned utilities (the “**Easement**”). Grantor acknowledges that as of the Effective Date (as defined below), Temporary Sunrise Way will be the equivalent of a dedicated public right of way that City’s Board of Supervisors has not accepted for City maintenance and liability purposes (an “**Equivalent Public Right of Way**”); provided, however, that City acknowledges Temporary Sunrise Way is not a dedicated public right of way pursuant to this Agreement. As an Equivalent Public Right of Way, Grantor agrees that on and after the Effective Date, it must obtain, and cause any party to whom Grantor grants the right to use or occupy any portion of Temporary Sunrise Way to obtain, a City permit or its equivalent for any activity in Temporary Sunrise Way that would require such a City permit if Temporary Sunrise Way was a dedicated public right-of-way that City’s Board of Supervisors has not accepted for City maintenance and liability purposes (an “**Unaccepted Right of Way**”). Such City permits include, but are not limited to, those required for temporary closures and installing, modifying, or removing any improvements.

Subject to Grantor’s obligations under Section 3 below, City acknowledges that this Agreement does not obligate Grantor to obtain any City permits for Grantor’s activities on Temporary Sunrise Way prior to the Effective Date; provided, however, that Grantor may be otherwise obligated to obtain such City permits under applicable law or any other document, instrument or agreement between City and Grantor, and Grantor will not take any action in Temporary Sunrise Way prior to the Effective Date that would materially interfere with use of Temporary Sunrise Way for the Easement after the Effective Date. City further acknowledges that Grantor may install, maintain, repair, replace or remove structures and appurtenances on the Burdened Property outside the boundaries of Temporary Sunrise Way in any manner that complies with Grantor’s obligations and covenants under this Agreement; provided, however, that Grantor acknowledges that it may be required to otherwise obtain approvals or permits for such activities from City, acting in its regulatory capacity.

After the Effective Date, neither Grantor nor its successors and nor any party claiming an interest in the Burdened Property through any such party, may construct or permit any structures

in Temporary Sunrise Way or use Temporary Sunrise Way in any way that would interfere with or obstruct the use of Temporary Sunrise Way for the Easement or would require a permit if Temporary Sunrise Way were an Unaccepted Right of Way without first obtaining the appropriate City permits and/or approvals, which City may withhold in its sole discretion.

2. As-Is Condition. City acknowledges that the use of the Easement will be with Temporary Sunrise Way in its “as is” physical condition, except as otherwise specifically provided in this Agreement. City waives all claims against Grantor arising from, out of or in connection with the suitability of the physical condition of Temporary Sunrise Way for the Easement to the extent that Grantor performs its obligations with respect to Temporary Sunrise Way expressly as specified in this Agreement and Grantor, without City’s prior approval, does not take any action that would impair use of Temporary Sunrise Way by City and the public after the Effective Date for the Easement. Nothing in this Agreement will be construed in any way to alter, amend, or otherwise relieve Grantor of its responsibilities with regard to the physical condition of Temporary Sunrise Way (including without limitation, responsibilities with regard to environmental investigation and remediation and construction of public improvements) set forth in any other document, instrument or agreement between City and Grantor.

3. Construction, Maintenance and Repair.

(a) Construction of Road Improvements; Effective Date. The parties acknowledge and agree that pursuant to other documents governing the Project, prior to the issuance of a temporary certificate of occupancy for the Project’s first phase, Grantor shall install, construct and complete the Road Improvements to City’s standards and satisfaction to a degree equivalent with a City Engineer-approved Notice of Completion and in compliance with all applicable laws (such obligation, the “**Construction Obligation**”), and the effective date of this Agreement shall be the date that Grantor has performed the Construction Obligation (the “**Effective Date**”). For the sake of clarity, the parties acknowledge that costs of performing the Construction Obligation shall be paid in accordance with the other documents governing the Project. The Road Improvements will include all access improvements in Temporary Sunrise Way sufficient, in City’s reasonable determination, for the Easement, including, but not limited to, a sign (or multiple signs, as directed by City) within Temporary Sunrise Way that provides Grantor’s telephone number and appropriate contact information so members of the public can contact Grantor to report a failure to maintain or any other complaints about Temporary Sunrise Way, the Road Improvements, and any vegetation in Temporary Sunrise Way. Grantor will obtain City’s prior written approval of Grantor’s initial and final drawings and specifications for the Road Improvements and the name of Temporary Sunrise Way, as well as City’s inspection and final approval of the installed Road Improvements, to ensure they will properly and safely accommodate access. Prior to commencing such construction, Grantor will obtain the appropriate permit from City’s Public Works for City’s review and approval of the design and construction of the Road Improvements, and will reimburse City for its costs to review such design and construction to the extent such costs are not otherwise reimbursed under such Public Works permit or any other agreement between City and Grantor. The parties agree that in the event of a conflict between the foregoing requirements with respect to the Road Improvements and Grantor’s or its affiliates’ obligations with respect to the Road Improvements under other documents governing the Project, then the other documents governing the Project shall control.

(b) Maintenance and Repair of Road Improvements. Commencing on the Effective Date, Grantor will maintain the Road Improvements and Temporary Sunrise Way at all times in a good and safe condition that properly and safely accommodates, and avoids interference with, use of Temporary Sunrise Way by City and the public for access. Grantor's maintenance obligation will include repairing the Road Improvements to City's standards for public right of ways. Grantor will perform such repair and maintenance at its sole expense to City's reasonable satisfaction and pursuant to the applicable City permit for the performance of such repair and maintenance. City will have no obligation under this Agreement to maintain or repair Temporary Sunrise Way or to maintain, repair, replace or remove any of the Road Improvements or any improvements, materials, personal property, or equipment in Temporary Sunrise Way.

Notwithstanding anything to the contrary in this Agreement, if City elects to install any necessary City-owned utilities on, across, or under Temporary Sunrise Way ("**Future City Utilities**"), City will be responsible to operate and maintain the Future City Utilities at its sole cost. If City excavates to install or otherwise access the Future City Facilities, City will restore Temporary Sunrise Way with native backfill and City Public Works standard paving. Grantor may not interfere with City's use of Temporary Sunrise Way for the Future City Utilities and will be responsible for all damage to the Future City Facilities caused by the negligence or willful misconduct of itself and anyone claiming by or through Grantor.

City acknowledges that (i) development in a future phase of the Project of a permanent, replacement right of way providing access to and from the existing Sunnydale-Velasco public housing site may necessitate the demolition or other removal of certain improvements in Temporary Sunrise Way and (ii) such demolition or other removal may in fact have an impact on access to or use of the Easement. City shall cooperate with Developer to identify and implement means to construct such permanent access while mitigating the impact on use of the Easement under this Agreement.

4. Termination of Easement. City may terminate the Easement by recording a quitclaim deed in the form attached hereto as Exhibit C. In addition, immediately following acceptance by the City of replacement public right(s) of way (as determined at the City Public Works Director's sole discretion), City will record a quitclaim deed in the form attached to this Agreement as Exhibit C. Any replacement public right of way must be complete and accepted by City for maintenance and liability. Upon recording any quitclaim deed pursuant to this Section, the Easement and all rights, duties and liabilities under this Agreement with respect to the Easement will be terminated and of no further force or effect. No temporary nonuse of Temporary Sunrise Way or other conduct, except for recordation of the quitclaim deed as provided in this paragraph, will be deemed termination of the Easement.

5. Insurance. City will have no obligation to carry liability insurance with respect to the Easement.

6. Default; Enforcement. Grantor's failure to perform any of its covenants or obligations under this Agreement and to cure such non-performance within the earlier to occur of thirty (30) days of written notice by City of such failure and the cure period specified under applicable law

will constitute a default under this Agreement (an “**Event of Default**”); provided that if more than thirty (30) days are reasonably required to cure such failure and applicable law does not require an earlier cure, no Event of Default will occur if Grantor commences such cure within such thirty (30) day period and diligently prosecutes such cure to completion. Upon any Event of Default, City will be entitled to all remedies and means to cure or correct such Event of Default, both legal and equitable, allowed by operation of law except termination of the Easement. In the event of any breach of this Agreement or Event of Default, City will be entitled to recover all attorneys’ fees and costs and staff time reasonably incurred in connection with City’s enforcement activities and actions within thirty (30) days after receipt of City’s invoice. If an event of default under the Grantor’s Easement occurs or if an Event of Default prevents or substantially interferes with the use of Temporary Sunrise Way for the Easement, then within the time specified in a written notice from City to Grantor (or, with respect to an event of default under the Grantor’s Easement, within the period permitted by the Grantor’s Easement), City will have the right, but not the obligation, to enter Temporary Sunrise Way to perform remedial work to remove such matter, in which event Grantor will pay City the cost of such work, including compensation for staff time at City’s standard rate.

City will have all rights and remedies at law and in equity in order to enforce the Easement and the terms of this Agreement, and nothing in this Agreement will affect any of City’s rights under law with respect to Temporary Sunrise Way as an Equivalent Public Right of Way on and after the Effective Date. All rights and remedies available to City under this Agreement or at law or in equity will be cumulative and not alternative, and invocation of any such right or remedy will not constitute a waiver or election of remedies with respect to any other available right or remedy.

7. No Liability; Indemnity. City, by acceptance of the Easement, will not in any event whatsoever be liable for any injury or damage to any person happening on or about Temporary Sunrise Way or the Burdened Property, for any injury or damage to the Burdened Property, or to any property of any tenant or occupant, or to any property of any other person, entity or association on or about the Burdened Property, except only such injury or damage as is caused exclusively by the willful misconduct or gross negligence of the City.

Grantor, and each successor and assign to Grantor holding an interest in Temporary Sunrise Way (collectively called “**Indemnitors**”), with respect to matters arising during the period that it is an owner or user of Temporary Sunrise Way, will defend, hold harmless and indemnify City, including but not limited to all of its boards, commissions, departments, agencies and other subdivisions, and their respective officers, directors, commissioners, employees and agents (collectively, “**Indemnified Parties**”), of and all liabilities, penalties, costs, damages, expenses, causes of action, claims or judgments (including without limitation reasonable attorney’s fees) (collectively, “**Indemnified Claims**”), to the extent resulting from: (i) injury or the death of any person (including without limitation any Indemnified Party) or physical damage to property, real or personal, of any kind wherever located and by whomever owned (including, without limitation, property owned by an Indemnified Party), occurring in Temporary Sunrise Way; (ii) any default by an Indemnitor in the observation or performance of any of the terms, covenants or conditions of this Agreement to be observed or performed on such Indemnitor’s part; (iii) any use of Temporary Sunrise Way or actions on Temporary Sunrise Way

Attn: John Malamut
Room 234, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4682

and to: Director of Property
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, California 94108

and to: Director of Planning
San Francisco Department
1650 Mission Street
San Francisco, California 94103

If to Grantor: Sunnydale Infrastructure, LLC
1256 Market Street
San Francisco, CA 94102
Attn: Ramie Dare

Sunnydale Infrastructure, LLC
44 Montgomery Street, Suite 1300
San Francisco, CA 94104
Attn: Ann Silverberg

with a copy to: Farella Braun + Martel LLP
235 Montgomery Street
San Francisco, CA 94104
Attn: CJ Higley

11. Subject to Grantor's Rights. This Agreement is subject and subordinate to Grantor's rights under the Grantor's Easement, and City's use of the Easement shall comply with Grantor's Easement. As between Developer and City only, in the event of a conflict between the Grantor's Easement and this Agreement, then the terms of this Agreement shall control.


12. General Provisions. (a) This Agreement may be amended or modified only by a writing signed by City and Grantor and recorded in the Official Records of the City and County of San Francisco. (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) This Agreement contains the entire agreement between the parties with respect to the Easement and all prior negotiations, discussions, understandings and agreements are merged herein. (d) This Agreement will be governed by California law and City's Charter. (e) If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party will be entitled to recover from the other reasonable attorneys' fees and costs. For purposes of this Agreement, the reasonable fees of attorneys of the Office of the City Attorney of the City and County of San Francisco will be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's

services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the City Attorney's Office. **(f)** This Agreement does not create a partnership or joint venture between City and Grantor as to any activity conducted by Grantor on, in or relating to Temporary Sunrise Way. **(g)** Time is of the essence of this Agreement and each party's performance of its obligations hereunder. **(h)** All representations, warranties, waivers, releases, indemnities and surrender obligations given or made in this Agreement will survive the termination of this Agreement or the extinguishment of the Easement. **(i)** If any provision of this Agreement is deemed invalid by a judgment or court order, such invalid provision will not affect any other provision of this Agreement, and the remaining portions of this Agreement will continue in full force and effect, unless enforcement of this Agreement as partially invalidated would be unreasonable or grossly inequitable under all of the circumstances or would frustrate the purpose of this Agreement. **(j)** All section and subsection titles are included only for convenience of reference and will be disregarded in the construction and interpretation of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Execution Date.

GRANTOR: SUNNYDALE INFRASTRUCTURE, LLC,
a California limited liability company

By: 
Name: RAMIE DANKS
Its: J.P
Date: SEPT 11, 2019


CITY: CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Andrico Q. Penick, Director of Property

Date:

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: 
Heidi J. Gewertz
Deputy City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 SEPTEMBER 14, 2019 before me, CLAUDIA FLORES, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared RAMIE DARG
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Claudia Flores
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

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

State of California)
) ss
County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

State of California)
) ss
County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Pedestrian and Vehicular Access and City Utility Easement Agreement dated _____, from Sunnydale Infrastructure LLC, a California limited liability company, to the City and County of San Francisco, a municipal corporation (“Grantee”), is hereby accepted by order of its Board of Supervisors’ Ordinance No. ___ - __, adopted by the Board of Supervisors on _____, and approved by the Mayor on _____, and Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
ANDRICO Q. PENICK
Director of Property

Exhibit A

Final Map

Exhibit B

Legal Description and Depiction of Temporary Sunrise Way

LEGAL DESCRIPTION

**PUBLIC ACCESS EASEMENT & MUNICIPAL UTILITY EASEMENT
OVER TEMPORARY SUNRISE WAY**

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT D, AS SAID LOT IS SHOWN ON FINAL MAP 9537, TO BE RECORDED, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF LOT A, AS SAID LOT IS SHOWN ON SAID FINAL MAP 9537, DISTANT THEREON N19°24'00"E 13.52 FEET FROM THE SOUTHERLY LINE OF SAID LOT A; THENCE ALONG SAID WESTERLY LINE OF LOT A N19°24'00"E 44.98 FEET; THENCE N70°36'00"W 11.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 17.50 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 50°37'57", AN ARC LENGTH OF 15.46 FEET; THENCE S70°01'56"W 5.00 FEET; THENCE N19°58'04"W 94.64 FEET; THENCE N11°41'35"W 4.03 FEET; THENCE N03°25'06"W 24.66 FEET; THENCE S87°00'00"W 14.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 29.00 FEET; THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 101°07'29", AN ARC LENGTH OF 51.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS N83°30'18"W 451.00 FEET, SAID CURVE BEING ON THE EASTERLY LINE OF SANTOS STREET (56.00 FEET WIDE), AS SAID STREET IS SHOWN ON SAID FINAL MAP 9537; THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT, SAID CURVE BEING ON SAID EASTERLY LINE OF SANTOS STREET, THROUGH A CENTRAL ANGLE OF 10°49'37", AN ARC LENGTH OF 85.22 FEET; THENCE N80°46'00"E 13.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S06°20'24"E 6.08 FEET; THENCE EASTERLY AND SOUTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 76°22'20", AN ARC LENGTH OF 8.11 FEET; THENCE S19°58'04"E 91.25 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 48.00 FEET; THENCE SOUTHERLY AND EASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 72°06'54", AN ARC LENGTH OF 60.41 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 17.00 FEET; THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 21°27'36", AN ARC LENGTH OF 6.37 FEET; THENCE S70°36'00"E 4.72 FEET TO THE POINT OF BEGINNING.

BEING 9,813 SQUARE FEET, MORE OR LESS



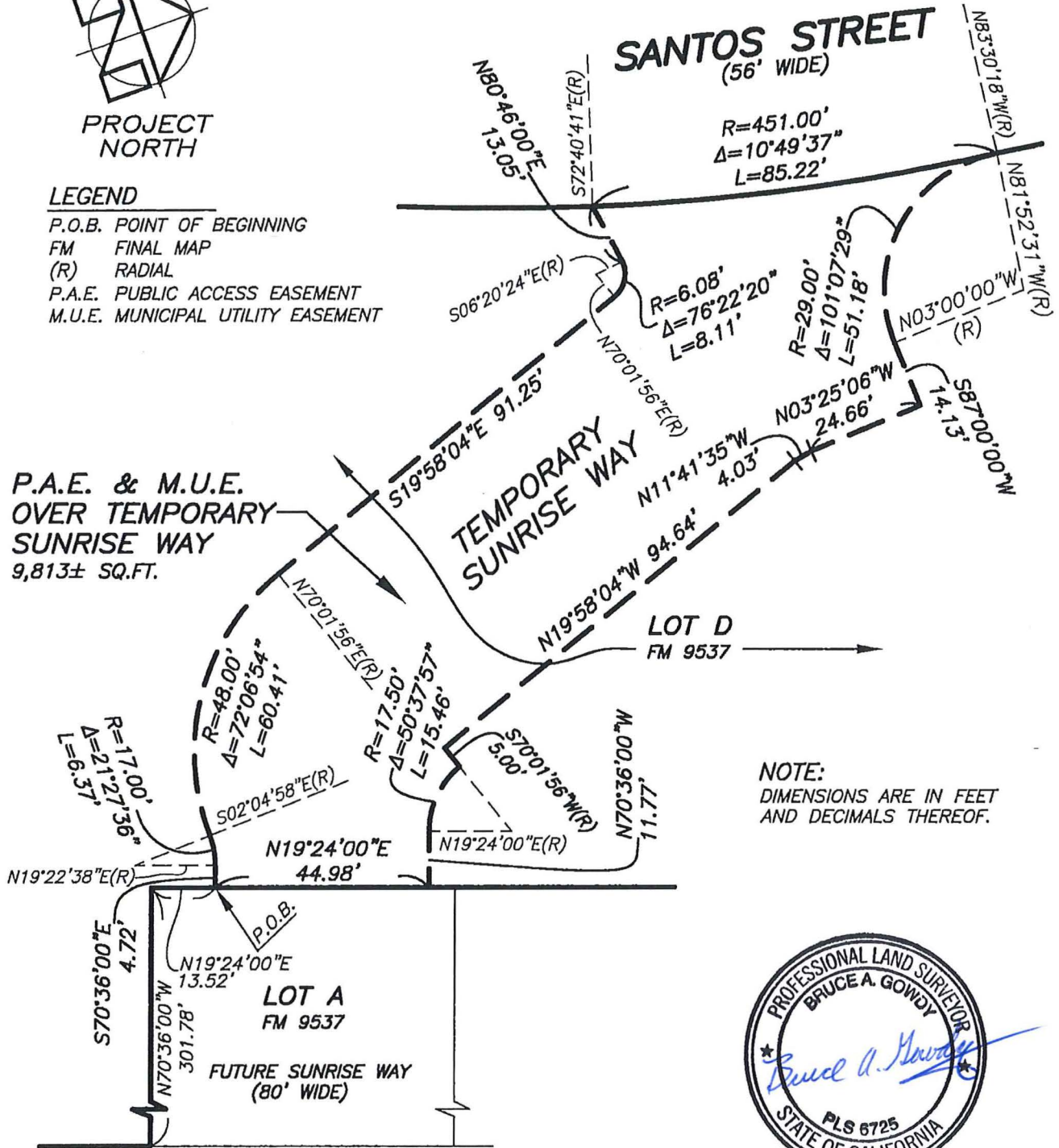


PROJECT
NORTH

LEGEND

- P.O.B. POINT OF BEGINNING
- FM FINAL MAP
- (R) RADIAL
- P.A.E. PUBLIC ACCESS EASEMENT
- M.U.E. MUNICIPAL UTILITY EASEMENT

P.A.E. & M.U.E.
OVER TEMPORARY
SUNRISE WAY
9,813± SQ.FT.



NOTE:
DIMENSIONS ARE IN FEET
AND DECIMALS THEREOF.



EASEMENT PLAT

SAN FRANCISCO,
CALIFORNIA

BY JP CHKD. BR DATE 7-31-19 SCALE 1"=30' SHEET 1 OF 1 JOB NO. S-8996

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543-4500
S-8996-FM9537 ESMT PLATS.DWG

EXHIBIT C
FORM OF QUITCLAIM DEED

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

Attn: _____

Lot: _____ Block: _____

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

Documentary Transfer Tax of \$_____ based upon full market value of the property without
deduction for any lien or encumbrance

EASEMENT QUITCLAIM DEED
(Assessor's Parcel No. ____, Block ____)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby
acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation
("City"), hereby RELEASES, REMISES, AND QUITCLAIMS to SUNNYDALE
INFRASTRUCTURE, LLC any and all right, title and interest the City may have pursuant to that
certain Pedestrian and Vehicular Public Access Easement Agreement, dated as of
_____, 2019, and recorded in the Official Records of the City and County of San
Francisco as Doc. _____ (the "Easement"), in and to the real property located in the
City and County of San Francisco, State of California described on Annex 1 attached hereto.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned has executed this Deed as of the date first above written.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

RECOMMENDED:
Department of Public Works

By: _____

Public Utilities Commission

By: _____

CERTIFICATE OF ACKNOWLEDGEMENT

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

State of California
County of _____

On _____, 20__ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ANNEX 1 TO EXHIBIT C

LEGAL DESCRIPTION OF QUITCLAIMED PROPERTY

[to be inserted]

LEGAL DESCRIPTION

**PUBLIC ACCESS EASEMENT & MUNICIPAL UTILITY EASEMENT
OVER TEMPORARY SUNRISE WAY**

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT D, AS SAID LOT IS SHOWN ON FINAL MAP 9537, TO BE RECORDED, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF LOT A, AS SAID LOT IS SHOWN ON SAID FINAL MAP 9537, DISTANT THEREON N19°24'00"E 13.52 FEET FROM THE SOUTHERLY LINE OF SAID LOT A; THENCE ALONG SAID WESTERLY LINE OF LOT A N19°24'00"E 44.98 FEET; THENCE N70°36'00"W 11.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 17.50 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 50°37'57", AN ARC LENGTH OF 15.46 FEET; THENCE S70°01'56"W 5.00 FEET; THENCE N19°58'04"W 94.64 FEET; THENCE N11°41'35"W 4.03 FEET; THENCE N03°25'06"W 24.66 FEET; THENCE S87°00'00"W 14.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 29.00 FEET; THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 101°07'29", AN ARC LENGTH OF 51.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS N83°30'18"W 451.00 FEET, SAID CURVE BEING ON THE EASTERLY LINE OF SANTOS STREET (56.00 FEET WIDE), AS SAID STREET IS SHOWN ON SAID FINAL MAP 9537; THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT, SAID CURVE BEING ON SAID EASTERLY LINE OF SANTOS STREET, THROUGH A CENTRAL ANGLE OF 10°49'37", AN ARC LENGTH OF 85.22 FEET; THENCE N80°46'00"E 13.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S06°20'24"E 6.08 FEET; THENCE EASTERLY AND SOUTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 76°22'20", AN ARC LENGTH OF 8.11 FEET; THENCE S19°58'04"E 91.25 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 48.00 FEET; THENCE SOUTHERLY AND EASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 72°06'54", AN ARC LENGTH OF 60.41 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 17.00 FEET; THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 21°27'36", AN ARC LENGTH OF 6.37 FEET; THENCE S70°36'00"E 4.72 FEET TO THE POINT OF BEGINNING.

BEING 9,813 SQUARE FEET, MORE OR LESS



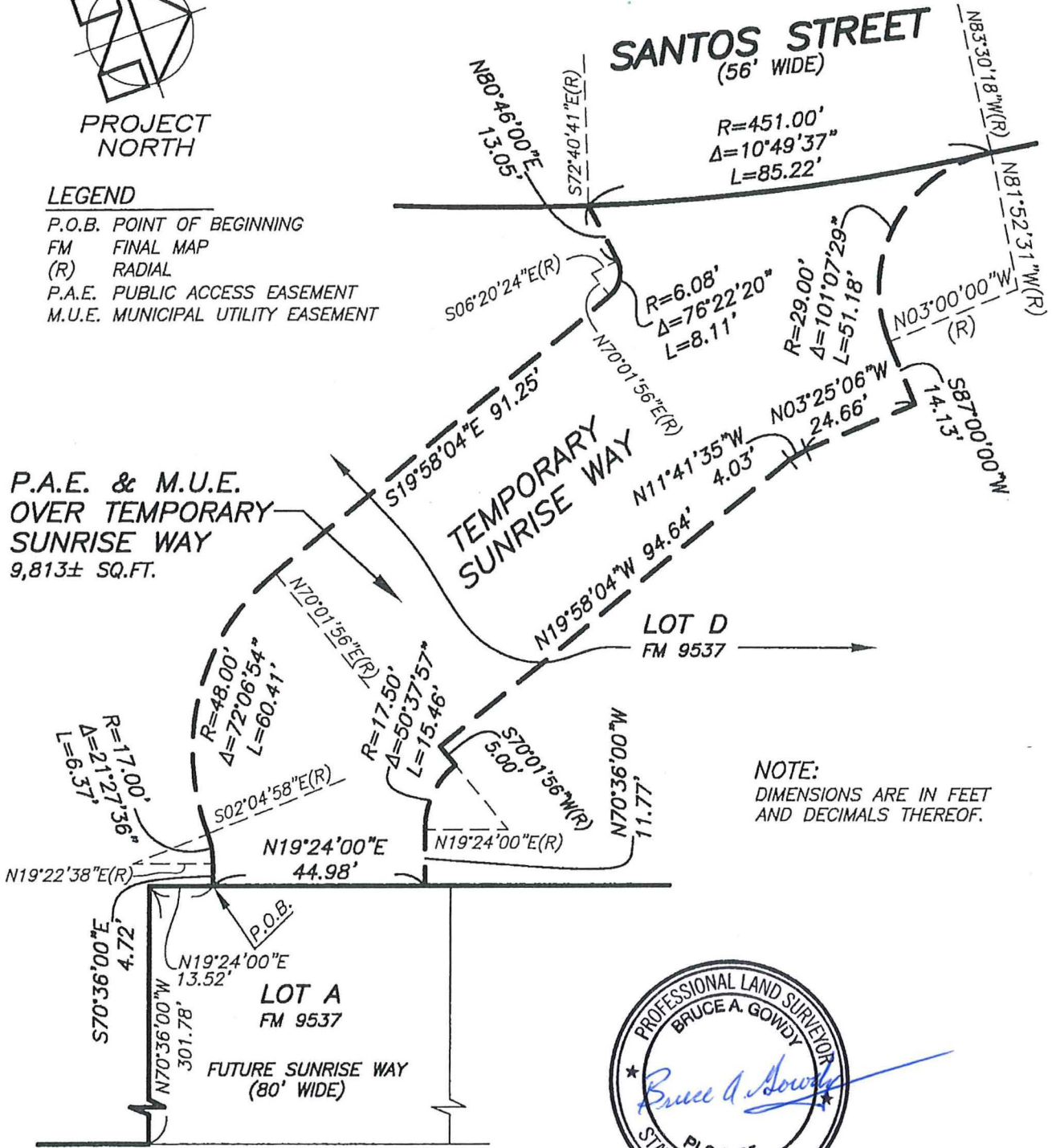


PROJECT
NORTH

LEGEND

- P.O.B. POINT OF BEGINNING
- FM FINAL MAP
- (R) RADIAL
- P.A.E. PUBLIC ACCESS EASEMENT
- M.U.E. MUNICIPAL UTILITY EASEMENT

P.A.E. & M.U.E.
OVER TEMPORARY
SUNRISE WAY
9,813± SQ.FT.



EASEMENT PLAT

SAN FRANCISCO,
CALIFORNIA

BY JP CHKD. BR DATE 7-31-19 SCALE 1"=30' SHEET 1 OF 1 JOB NO. S-8996

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

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