

RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

Attn: Real Estate Director  
San Francisco Public Utilities Commission  
City and County of San Francisco  
525 Golden Gate Avenue, 10th Floor  
San Francisco, CA 94102

WITH A CONFORMED COPY TO:

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

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

**EASEMENT AGREEMENT**

**(Maintenance Access Easement)**

**(Portion of Lot D per Final Map 9537 (Recorded) and Lot 3 per Pending Final Map  
(to be Recorded))**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (the "**Owner**") and its successors and assigns (collectively, "**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**" or "**Grantee**"), acting by and through its Public Utilities Commission ("**SFPUC**"), an access easement in, across, and through the portion of Grantor's real property located in San Francisco, California, which portion is described in Exhibit A attached hereto (the "**Easement Description**") and depicted in Exhibit B attached hereto (the "**Easement Area**"), which shall be referred to hereafter as the "**Easement**." The Easement Area is a portion of Grantor's real property, as described in Exhibit C attached hereto (the "**Property**").

1. Nature of Easement. The Easement is a perpetual, non-exclusive easement in gross including (a) the right of ingress to and egress from the Easement Area over the lands of Grantor to access, maintain, and/or repair (including but not limited to excavation) the electrical infrastructure located within the Easement Area, and (b) the right to place temporary facilities and equipment above ground on the Easement Area in connection with any maintenance, repair, or emergency work associated with electrical infrastructure located within the Easement Area (provided that any such temporary above-ground facilities or equipment shall be maintained only so long as needed to address the emergency or perform the maintenance or repair work). The uses described in this Section are referred to in this Easement Agreement as the "**Permitted Uses**."

2. Grantor's Reserved Rights. Grantor, on behalf of itself, its agents, contractors, subcontractors, suppliers, consultants, employees, invitees, or other authorized persons acting for or on behalf of Grantor, including but not limited to any lessee and its tenants (collectively, "Grantor's Agents"), reserves the right to use the Property and the Easement Area in any way not inconsistent with the above grant of the Easement, subject to the following:

a. Grantor shall not use the Easement Area or permit the same to be used for any purpose or in any manner that will interfere with the Permitted Uses.

b. Grantor shall not use the Easement Area for the erection of any structure that will interfere with or endanger the Permitted Uses without the prior written authorization of the SFPUC General Manager (the "General Manager").

c. In the event that Grantor elects to construct and maintain fences on or around the Easement Area, Grantor shall provide for Grantee's immediate right of access to the Easement Area without prior notice or authorization from Grantor.

d. Grantor may not plant shrubs, trees, or any other vegetation in the Easement Area that may interfere with the Permitted Uses.

e. Grantor shall not use the Easement Area or allow it to be designated as the sole accessible path of travel.

3. Grantee's Use of the Easement.

a. Grantee's rights under this Easement Agreement may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, or other authorized persons acting for or on behalf of Grantee.

b. Grantee may remove any improvements that may impede access to the Easement Area without any notice, liability, or obligation to replace the same. The foregoing shall not apply to any improvements constructed pursuant to improvement plans previously reviewed and approved by SFPUC.

c. In undertaking work within the Easement Area, Grantee shall use reasonable efforts to (i) complete all maintenance or repair activities in an expeditious and diligent manner, and (ii) minimize disruption to Grantor's use of the Property. Grantee shall not be liable in any manner, and Grantor hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of Grantee's entry onto or use of the Easement Area, except to the extent resulting directly from the gross negligence or willful misconduct of Grantee or its contractors or agents, or Grantee's breach of its covenants in this Easement Agreement.

d. Upon completion of the temporary placement of equipment and facilities on the Easement Area, Grantee shall, at its cost, restore the Easement Area in accordance with this Section. If Grantee's use of the Easement Area causes damage to paved surfaces, Grantee shall restore the area to its condition prior to such damage. If Grantee's use of the Easement Area causes damage to non-paved surfaces, Grantee shall restore the area with native backfill. Grantee shall

not be liable for damage to, or be required to restore, trees or vegetation within the Easement Area. Grantee shall not be responsible for the cost of removing, restoring, or replacing any improvements previously installed by Grantor pursuant to the General Manager's authorization as described in **Section 2** (Grantor's Reserved Rights). In an emergency, Grantee may remove any such improvements without notice, liability, or obligation to replace the same. In a non-emergency, Grantee shall provide a minimum of ten (10) business days' notice to Grantor to remove such improvements prior to Grantee commencing work within the Easement Area.

e. Grantee shall indemnify, defend (with counsel reasonably approved by Grantor and Grantor's Agents), and hold Grantor harmless from and against any cost, expense, liability, damage, or injury to property or persons to the extent caused by Grantee's gross negligence or willful misconduct (or that of its agents, contractors, engineers, surveyors or employees) in the exercise of the rights granted to, or reserved by, Grantee hereunder. Notwithstanding anything herein to the contrary, this **Section 3(e)** shall survive the expiration and termination of this Easement Agreement.

4. Condition of Easement Area. Grantee accepts the Easement Area in its current "as is" condition without any warranty (express or implied) by Grantor. Grantor and Grantee shall conduct all of their respective activities within the Easement Area in a manner such that the Easement Area remains in a good, safe condition.

5. 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 shall be in writing, signed by or on behalf of the party giving the notice or other communication, and shall 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 shall have given notice to the other party as provided in this Section 5. Legal counsel for any party may give notice on behalf of such party.

If to Grantor, to:                               Housing Authority of the City and County of San Francisco  
1815 Egbert Street, Suite 300  
San Francisco, California 94124  
Attn: Germaine Tonia Lediju, Acting Executive Director

With a copy to:

Goldfarb & Lipman LLP  
1300 Clay Street, 11th Floor  
City Center Plaza  
Oakland, California 94612  
Attn: Dianne Jackson McLean, Esq.

If to City, to:                                   Attn: Real Estate Director  
SFPUC Real Estate Services Division  
525 Golden Gate Avenue, 10th Floor  
San Francisco, California 94102

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

6. Abandonment of Easement. Grantee may, at its sole option, abandon the Easement by recording a quitclaim deed. Except as otherwise provided in this Easement Agreement, upon recording such quitclaim deed, the Easement and all rights, duties, and liabilities hereunder shall be terminated and of no further force or effect. Except for recordation of the quitclaim deed as provided in this paragraph, no temporary non-use of the Easement Area or other conduct shall be deemed abandonment of the Easement.

7. Exhibits. The exhibits referenced in and attached to this Easement Agreement are incorporated into and made a part of this Easement Agreement. Grantor and City acknowledge that the precise locations described in the attached exhibits may change upon construction of utility-related improvements in those locations. In such an event, Grantor and City agree to work together in good faith to amend and restate this Easement Agreement as needed to reflect the area required for Easement.

The conditions and covenants contained in this Easement Agreement shall run with the land, burden the Easement Area, and be binding on and benefit Grantor and Grantee and their respective agents, successors, and assigns, unless earlier terminated by written agreement of the parties or their respective successors and assigns.

[Signatures follow]

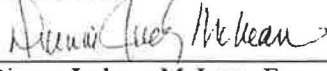
Executed as of this 2<sup>nd</sup> day of February, 2022.

**GRANTOR:**

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


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

**APPROVED AS TO FORM AND  
LEGALITY:**

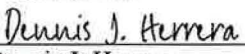
  
Dianne Jackson McLean, Esq.  
Goldfarb & Lipman LLP  
Special Counsel to Authority

**GRANTEE:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

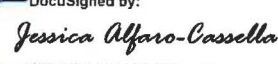
By:   
Andrico Penick 2/2/22  
Director of Property

**RECOMMENDED:**

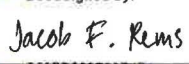
DocuSigned by:  
By:   
~~Dennis J. Herrera~~  
General Manager  
San Francisco Public Utilities Commission

**APPROVED AS TO FORM:**

DAVID CHIU  
City Attorney

DocuSigned by:  
By:   
62AB19187182426...  
Jessica Alfaro-Cassella  
Deputy City Attorney

**DESCRIPTION CHECKED/APPROVED:**

DocuSigned by:  
By:   
C687D522F09E471...  
Jacob F. Rems PLS 4636  
Chief Surveyor  
for James M. Ryan PLS 8630  
Acting City and County Surveyor  
San Francisco Public Works

**NOTARY ACKNOWLEDGMENT**

State of California )

) ss

County of San Francisco )

On November 8 2021, before me, Linda Martin, a notary public in and for said State, personally appeared Glennine Toni LeDine, 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)



# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Francisco }

On February 2, 2022 before me, Cheryl Meril Notary Public,  
(Here insert name and title of the officer)

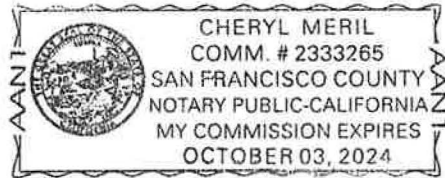
personally appeared Andricka Penick,  
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

[Signature]  
 Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
Easement Agreement  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages 6 Document Date —

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer  
 \_\_\_\_\_  
(Title)
- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.





**EXHIBIT A**  
"EASEMENT DESCRIPTION"

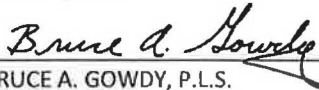
ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT D, AS SHOWN ON THAT MAP ENTITLED, "FINAL MAP 9537", RECORDED OCTOBER 15, 2019, IN BOOK 136 OF CONDOMINIUM MAPS, PAGES 206 THROUGH 216, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT A POINT ON THE WESTERLY LINE OF HAHN STREET (66.00 FEET WIDE), DISTANT THEREON NORTH 19°24'00" EAST 136.54 FEET FROM THE NORTHERLY LINE OF LOT C (HARMONIA STREET) AS SHOWN ON SAID FINAL MAP 9537; THENCE NORTH 70°36'00" WEST 4.00 FEET; THENCE NORTH 19°24'00 EAST 21.50 FEET; THENCE SOUTH 70°36'00" EAST 4.00 FEET TO SAID WESTERLY LINE OF HAHN STREET; THENCE ALONG SAID LINE OF HAHN STREET, SOUTH 19°24'00 WEST 21.50 FEET TO THE POINT OF BEGINNING, CONTAINING 86.00 SQUARE FEET, MORE OR LESS.**

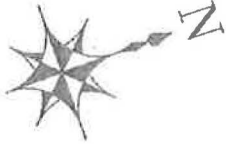
ALSO BEING A PORTION OF LOT 3, AS SHOWN ON THAT PENDING "FINAL MAP 11040", TO BE RECORDED, SAID LOT 3 BEING A PORTION OF AFOREMENTIONED LOT D, FINAL MAP 9537.

END OF DESCRIPTION

PREPARED BY:  
MARTIN M. RON ASSOCIATES, INC  
JULY 09, 2021

  
\_\_\_\_\_  
BRUCE A. GOWDY, P.L.S.  
PUC EASEMENT (EV)-LOT 3-FM PHASE 2.DOCX  
07-09-21

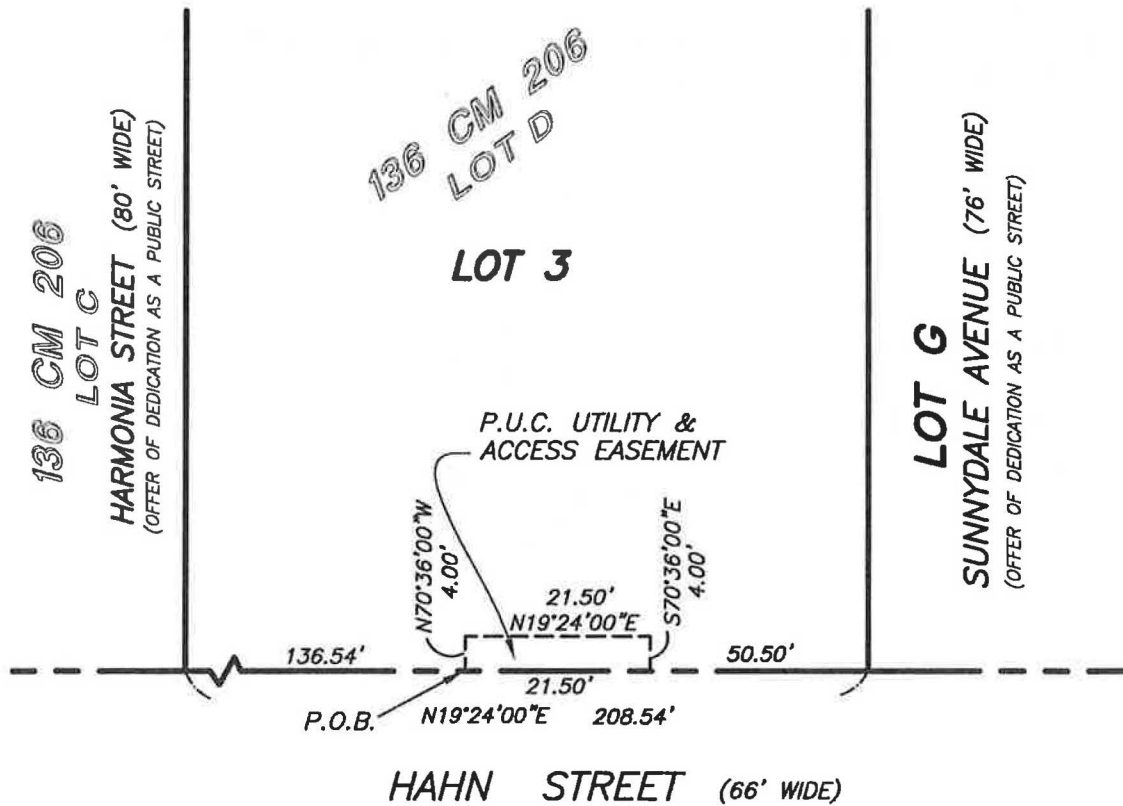




NOT TO SCALE

# EXHIBIT B

## "EASEMENT AREA"



### LEGEND

- P.O.B. POINT OF BEGINNING
- P.U.C. PUBLIC UTILITY COMMISSION

### NOTE

LOT 3 AND LOT G (SUNNYDALE AVENUE) SHOWN HEREON ARE PER PENDING "FINAL MAP 11040", TO BE RECORDED

**EXHIBIT C**

**"PROPERTY"**

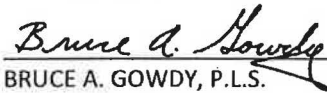
ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA,  
DESCRIBED AS FOLLOWS:

LOT D, AS SHOWN ON THAT MAP ENTITLED, "FINAL MAP 9537", RECORDED OCTOBER 15, 2019, IN BOOK 136 OF  
CONDOMINIUM MAPS, PAGES 206 THROUGH 216, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY  
AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

FOLLOWING THE RECORDING OF THE PENDING "FINAL MAP 11040", THE "PROPERTY" WILL BE COMPRISED OF  
LOT 3, FINAL MAP 11040.

END OF DESCRIPTION

PREPARED BY:  
MARTIN M. RON ASSOCIATES, INC  
JULY 09, 2021

  
BRUCE A. GOWDY, P.L.S.



**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by this Easement Agreement, dated November 8, 2021, to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Ordinance No. 18-17, approved 1/31/2017, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: FEBRUARY 2, 2022

CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

By:



Andrico Penick  
Director of Property

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