

RECORDING REQUESTED BY,  
AND WHEN RECORDED RETURN TO:  
Real Estate Division  
City and County of San Francisco  
25 Van Ness Avenue, Suite 400  
San Francisco, California 94102  
Attn: Director of Property  
MAIL TAX STATEMENTS TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

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

(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

**QUITCLAIM DEED WITH RESERVED EASEMENT**  
[(Assessor's Parcel No. \_\_\_\_\_)]

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), pursuant to Ordinance No. \_\_\_\_\_, adopted by the Board of Supervisors on \_\_\_\_\_, 20\_\_ and approved by the Mayor on \_\_\_\_\_, 20\_\_, hereby RELEASES, REMISES AND QUITCLAIMS to OCEANWIDE CENTER, LLC, a Delaware limited liability company ("**Grantee**"), any and all right, title and interest City may have in and to the real property located in the City and County of San Francisco, State of California, described on Exhibit A attached hereto and made a part hereof ("**Property**"), provided, however, that City reserves a temporary, exclusive easement for street and utility purposes across the entire Property ("**Easement**") on the following terms and conditions:

1. Uses and Scope of Easement. City shall have the right to (a) use, and to permit the public to use, the Property as a public right of way (the "**Street Use**"), which includes the right to use, operate, maintain, repair, replace and expand from time to time, all related right of way improvements (collectively, the "**Street Facilities**"), to (b) use, operate, maintain, repair, replace and expand from time to time, underground water pipelines, underground stormwater, sanitary and combined sewer structures and pipelines, hatches, air valves, braces, connections, fastenings, and other surface and subsurface utility facilities and appurtenances (collectively, the "**Utility Facilities**") on the Property (the "**Utility Use**"), and (c) access over, across or under (including via surface entry) the Property for all such purposes (the "**Access Use**"). The Street Use, the Utility Use, and the Access Use shall be collectively referred to as the "**Permitted Uses**". City's Easement rights may be exercised by City's agents, contractors, subcontractors, suppliers, consultants, employees, or representatives, or by other authorized persons acting for or on behalf of City.

2. Duration. The term of the Easement shall commence on the recordation of this Quitclaim Deed with Reserved Easement in the Official Records of San Francisco County, and shall terminate on the date that City records the Termination Agreement (as defined in Section 5 below) in the Official Records of San Francisco County.

3. Noninterference. During the term of the Easement, Grantee shall not do anything in, on, under or about the Property that would interfere with the Permitted Uses, or damage or interfere with the proper use, function, maintenance, repair, or replacement of the Utility Facilities or the Street Facilities; provided, however, that Grantee's performance of the Utility Work, as defined in Section 5 below, shall not be deemed to be to be an interference of the Permitted Uses or damage to the Utility Facilities or the Street Facilities as long as Grantee complies with the Utility Work conditions specified in Section 4 below. Without limiting the foregoing, during the term of the Easement, Grantee shall not (i) install, or permit any party other than City to install, any structures or trees of any kind, (ii) remove any existing structures or improvements on the Property, or (iii) use any vibrating compacting equipment on the Property without the prior written approval of City's Director of Public Works, or his or her designee, and the General Manager of City's Public Utilities Commission ("**SFPUC**"), or his or her designee. If Grantee or any of its agents or contractors damages, injures or disturbs any of the Utility Facilities (except as required in the performance of the Utility Work), Grantee shall immediately notify City of that occurrence and shall either repair the facilities to their previous condition or, if City elects to make the repairs itself, pay the cost of City's repairs.

Notwithstanding the anything to the contrary in the foregoing paragraph, Grantee shall have the right to request a temporary street closure permit from City's Public Works to temporarily close the Property to the public for construction purposes if the Director of City's Public Works determines that traffic flow in the vicinity of the Property that would be impacted by such closure can be adequately addressed during such temporary closure in a manner satisfactory to the Director of City's Public Works in consultation with other affected City agencies. Any such temporary waiver shall be effected by the issuance of a street closure permit issued by City's Public Works to Grantee and shall only be effective during the term of such permit.

4. Grantee's Work. During the term of the Easement, Grantee shall do the following, at Grantee's sole expense and to the satisfaction of City ("**Utility Work**"): (i) construct or cause to be constructed new combined sewer facilities in the Ecker Street location specified by SFPUC (the "**Ecker Sewer Facilities**") to replace the existing combined SFPUC sewer facilities within the Property, (ii) remove, or cut, cap and fill the existing combined SFPUC sewer facilities within the Property once the Ecker Sewer Facilities are constructed and fully operational (after an appropriate testing period); (iii) arrange and pay for SFPUC's City Distribution Division to remove or cut, cap and fill the existing SFPUC water main located within the vacated Jessie Street portion of the Property; (iv) replace, remove, or cut, cap and fill any other City water, sewer or power infrastructure discovered within the Property; (v) guarantee all Utility Work to be free from faulty materials and workmanship for a period of three (3) years from the date of acceptance by City; and (v) provide an irrevocable offer of dedication to the City of the Ecker Sewer Facilities and any other replacement utility facilities constructed by Grantee in performing the Utility Work. Grantee shall obtain the necessary regulatory permits required for the Utility Work, including those required by City's Public Works.

5. Termination of Easement The Easement shall terminate on the satisfaction of each of the following conditions (collectively, the "**Termination Conditions**"): (i) Grantee shall have completed the Utility Work to the satisfaction of SFPUC's General Manager and City's Public Works Director; (ii) Grantee shall have completed the construction of a private roadway that connects Jessie Street to Mission Street (the "**Connection Road**") to the satisfaction of SFPUC's General Manager and City's Public Works Director and in compliance with Grantee's obligations under that certain Public Vehicular and Pedestrian Access Easement granted by Grantee to City and recorded in the Official Records of San Francisco County as Instrument No. \_\_\_\_\_ on \_\_\_\_\_, 20\_\_ (the "**Access Agreement**"); and (iii) the Connection Road shall have been opened for public use in compliance with the public access requirements specified in the Access Agreement. Within \_\_\_\_ days following the satisfaction of each of the Termination Conditions, City shall record the a termination of easement and easement quitclaim deed with respect to the Property in the form attached as Exhibit B attached hereto and made a part hereof (the "**Termination Agreement**") in the Official Records of San Francisco County.

6. Run with the Land. The provisions of this Quitclaim Deed with Reserved Easement shall run with the land, burden the Property, and bind and inure to the benefit of the parties and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
JOHN UPDIKE  
Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA  
City Attorney

By: \_\_\_\_\_  
Carol Wong  
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: \_\_\_\_\_  
[NAME]  
City Engineer

GRANTEE:

OCEANWIDE CENTER,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**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 )

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WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT A**

**Legal Description of Property**

**EXHIBIT B**

**Form of Termination Agreement**