

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

WITH A CONFORMED COPY TO:

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

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

APN: 7333B-001 (within Vidal Dr)

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

**EASEMENT AGREEMENT BY AND BETWEEN MAXIMUS PM PHASE 1C OWNER  
LLC AND THE CITY AND COUNTY OF SAN FRANCISCO**

THIS EASEMENT AGREEMENT (this "**Agreement**") dated \_\_\_\_\_, 20\_\_\_, is by and between MAXIMUS PM PHASE 1C OWNER LLC, a Delaware limited liability company, its successors and assigns ("**Grantor**"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**" or "**City**"), acting through its San Francisco Public Utilities Commission ("**SFPUC**").

Recitals

A. Grantor is a Developer (as such term is defined in the Development Agreement, which is defined below) of the Parkmerced Mixed-Use Development Project (the "**Project**"). On June 7, 2011, at a duly noticed public hearing, the Board of Supervisors considered the Project's approvals, which included amendments to City's General Plan (approved by Ordinance No. 92-11), Zoning Map (approved by Ordinance No. 91-11), and Planning Code (approved by Ordinance No. 90-11), as well as approval of a Development Agreement, approved on June 7, 2011 by Ordinance No. 89-11 (the "**Development Agreement**") (collectively, the "**Project Approvals**"). Ordinance No. 89-11 is on file with the Clerk of the Board in File No. 110300 and is incorporated herein by reference. The SFPUC Commission on June 14, 2011 adopted a consent to the Development Agreement (SFPUC Commission Resolution No. 11-0091).

B. Pursuant to section 6.1.1 of the Development Agreement, City and Grantor have agreed to transfer certain real property to each other, including certain utility easements at the locations generally shown in Exhibit J of the Development Agreement, as and when needed in connection with the development of an approved Development Phase (as such term is defined in the Development Agreement) for the Project. The Planning Director approved Development

Phase 1 of the Project on June 3, 2015. Development Phase 1 is comprised of four Subphases (1A, 1B, 1C, and 1D).

C. On August 11, 2020, Grantor submitted two applications for tentative subdivision maps pursuant to the requirements of the California Subdivision Map Act for Subphases 1C and 1D of the Project. On November 1, 2021, Grantor revised and re-submitted the two applications for Subphases 1C and 1D of the Project. On June 23, 2022, Public Works (“PW”) pursuant to PW Order No. 206742 conditionally approved such tentative maps: (1) Tentative Map No. 10699 (dated April 13, 2022) requested approval to subdivide Assessor’s Blocks 7333, 7333-A, 7333-B, 7334, and 7337 (Parkmerced Planning Blocks 3W and 4); and (2) Tentative Map No. 10700 (dated October 29, 2021) requested approval to subdivide Assessor’s Parcel Number 7331-253 (Parkmerced Planning Block 21S) (collectively, the “**Subphase 1C and 1D Tentative Maps**”). Grantor is currently processing with PW the approval of a final subdivision map for each of the Subphase 1C and 1D Tentative Maps (each, a “**Final Map**”).

D. Subphase 1C of the Project involves the conditional vacation of certain public service easements (including sewer easements) owned by the SFPUC located within and outside of existing streets (the “**Public Utility Easements Area**”). The Public Utility Easements Area is shown in PW SUR Map Nos. 2022-009, 2022-010, 2022-011, 2022-012, 2022-013, 2022-014, and 2022-015.

E. The vacation of the Public Utility Easements Area is necessary to implement the Project, to fulfill the objectives and requirements of the Development Agreement, and to fulfill the objectives of the Parkmerced Special Use District (Planning Code Section 249.64). The proposed vacations implement the Project vested by the Project Approvals, including the construction of buildings and streets consistent with the Parkmerced Design Standards and Guidelines, the Parkmerced Transportation Plan, and the Parkmerced Infrastructure Report, all of which are incorporated by reference into the Development Agreement.

F. Certain portions of the Public Utility Easements Area contain functioning public utilities operated by the SFPUC (the “**Facilities**”) (as further defined herein), which utilities will be relocated and/or replaced during construction of Subphase 1C of the Project (the “**Replacement Utilities**”).

G. This Agreement is intended to provide a perpetual non-exclusive easement to City to access and maintain the Facilities as further described herein, which easement would be extinguished upon Grantor’s completion and City’s acceptance of the Replacement Utilities in the manner described herein. Grantor and City are entering into this Agreement in furtherance of the Development Agreement.

Now therefore, incorporating the foregoing recitals, the Parties agree as follows:

### **Agreement**

1. **General.** For valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to the Grantee, acting through its SFPUC, a perpetual non-exclusive easement (the “**Easement**”) over, across and under the real property legally described and shown

in Exhibit A, attached hereto and made a part hereof (“**Easement Area**”) for utility purposes, as further described below. The Easement Area is located within the project site of the Project, as described in the Development Agreement.

**2. Nature of Easement.** The Easement is a perpetual, nonexclusive easement and includes (i) the right to install, construct, reconstruct, operate, maintain, repair, inspect, remove and replace, from time to time, underground sewer facilities and all necessary or desirable accessories and appurtenances thereto, including without limitation, hatches, air valves, braces, connections, fastenings, and other surface and subsurface utility facilities and appurtenances (collectively, the “**Facilities**”) and (ii) the right of access over, across or under (including via surface entry) the Easement Area for all such purposes. The Easement includes the right of ingress to and egress from the Easement Area across adjacent lands of Grantor over any available roadways or such routes as may be agreed upon, to the extent necessary for the convenience of City in the enjoyment of its rights hereunder. The Easement also includes the right to trim and cut trees and vegetation that may be a hazard to the Facilities and the right to do such other things as are necessary for the full enjoyment and accomplishment of the purposes of the Easement. Grantee’s rights under this Easement Agreement may be exercised by Grantee’s agents, contractors, subcontractors, suppliers, consultants, employees, or representatives, or by other authorized persons acting for or on behalf of Grantee. The Easement shall terminate upon the satisfaction of certain conditions described in Section 6 herein.

**3. Restrictions on Surface Use.** Grantor and Grantee acknowledge and understand that the Easement Area is located on land that will be improved with buildings and infrastructure constructed by the Project and accordingly that construction of the Project will require disturbance of the Easement Area, including excavation of and construction of improvements within and around the Easement Area (“**Grantor’s Work**”). All of Grantor’s Work shall be subject to building and street improvements permits issued by City. Prior to the issuance of any building and street improvement permits, Grantor shall provide SFPUC with copies of all plans and specifications for review and approval by SFPUC, which approval shall not be unreasonably withheld. Except as required to complete the Grantor’s Work, as approved by the SFPUC pursuant to the terms of the preceding sentence, Grantor’s use of the Easement Area shall be subject to the following covenants and conditions:

- a. Grantor shall not cause or allow Grantor’s agents, employees, consultants or contractors to excavate, unless contemplated by the SFPUC’s approval described above.
- b. The “axle loading” of vehicles and equipment operating on the roadway within ten (10) feet of the new pipe centerline must not exceed that allowed for “AASHTO Standard H-20 Loading.” If Grantor proposes to use or allow any vehicle or equipment with axle loading exceeding the H-20 specifications, Grantor shall submit to City for review and approval an engineering calculation prepared by a civil engineer registered in the State of California showing that City’s Facilities will not be adversely affected. Grantor shall be responsible for providing SFPUC with adequate evidence that Grantor’s equipment and vehicles meet the foregoing requirements.

- c. Grantor shall not engage in any construction activities that could cause deep vibrations to the Facilities (a “**DV Activity**”) without the prior written consent of the SFPUC. A DV Activity includes sheet or pile driving, but does not include use of typical hand-operated backfill compaction tools, such as wackers.
- d. Grantor shall not cause or allow any trees to be planted or cultivated or any structures of any kind to be constructed, placed or maintained on, under, over, along, within or across the Easement Area.
- e. No excavation, grading or installation of improvements shall occur on the Easement Area, unless contemplated by the SFPUC approval described above.
- f. For so long as the Easement remains in effect, Grantor shall keep the Easement Area open and free from structures of any kind that may damage or interfere with the proper use, function, maintenance, repair, or replacement of the Facilities or Grantee’s rights under this Agreement.
- g. If the surface is disturbed by Grantee’s use of the Easement, Grantee shall restore the surface to Base Conditions or the cost equivalent. “**Base Conditions**” is defined as three inch (3”) thick asphalt concrete over eight inch (8”) thick Portland cement concrete, for paved easements, and native backfill for unpaved easements. Special finishes, structures and surface improvements (including irrigation lines) removed or damaged in connection with Grantee’s activities performed in accordance with the terms of this Easement will not be replaced by Grantee. Grantee shall not be held liable for any damage to plants or any other surface improvement aside from Base Conditions or the cost equivalent in the Easement Area that may occur as a result of the Grantee’s activities performed in accordance with the terms of this Easement.

**4. Nonexclusive.** The Easement granted herein is nonexclusive, and Grantor may convey additional easements and install additional subsurface utility lines within the Easement Area provided that such additional easements and lines do not interfere with the Facilities and this Easement, and provided further that any additional subsurface utility lines in the Easement Area shall meet City’s standards for separation of utilities.

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

**6. Relocation of Facilities; Termination of Easement.** Grantor shall replace and/or relocate all or any portion of the Facilities at no cost to City, if required to accommodate Grantor’s development of the Project, subject to the terms of this Section and the Development Agreement (such facilities, the “**Replacement Facilities**”). The nature of the Replacement

Facilities, the phasing of the construction of the Replacement Facilities, and the phasing of Grantor's Work in the Easement Area shall be approved and conditioned by City pursuant to street improvement and building permits. As of the Effective Date, Grantor has notified City of the proposed relocation and provided City with detailed plans and specifications for the Replacement Facilities. City shall have the right to request additional detailed plans and specifications. City shall have the right to witness the construction and testing of the new pipe and other Replacement Facilities and provide comments and requests for corrective action onsite through Grantor's resident engineer. City shall consent to such relocation upon satisfaction of the following conditions:

- a. Grantor shall perform, at its sole cost and at no cost to City, all work necessary for the relocation in accordance with plans and specifications approved by City in writing and without material interruption of the service provided by the affected Facilities (other than brief, scheduled interruptions consistent with infrastructure repair and replacement projects). Unless otherwise approved by the SFPUC through a street improvement permit, Grantor does not have a right to cause material interruption other than as stated herein.
- b. Grantor shall remove, or cut, cap and fill the Facilities as shown in the applicable street improvement permit;
- c. Intentionally omitted;
- d. Grantor shall replace, remove, or cut, cap and fill any other City water, sewer or power infrastructure discovered within the Easement Area that is no longer intended to be functional by the City;
- e. Grantor shall provide an irrevocable offer of dedication to the City of the Replacement Facilities and any other replacement utility facilities constructed by Grantor;
- f. Intentionally omitted;
- g. Grantor shall warrant and guarantee all work performed by Grantor or its contractor to be free from faulty materials and workmanship for a period of two years from the date of acceptance by City;
- h. Grantor shall ensure that the Replacement Facilities are qualitatively equal or exceed in every material respect the Facilities and be constructed with new materials and with the same or improved service capacity as the Facilities consistent with approved plans;
- i. Grantor shall ensure that the Facilities are not removed until the Replacement Facilities are constructed consistent with the applicable street improvement permit, inspected and fully operational to the satisfaction of the City (after an appropriate testing period).

- j. Grantor shall fund City's out-of-pocket costs relating to the relocation, including without limitation costs of inspections and engineering and legal review.

Upon completion, offer of dedication and acceptance of each Replacement Facility, the parties will execute and record an amendment to this Agreement changing the description of the Easement Area to omit the applicable Facility. Further, in the event SFPUC determines that no active Facilities exist and therefore no Replacement Facilities are required in any portion of the Easement Area, the parties will execute and record an amendment to this Agreement changing the description of the Easement Area to omit such portions of the Easement Area containing no active Facilities. Upon completion, offer of dedication and acceptance of the last Replacement Facility, Grantee will execute and record a quitclaim deed terminating the Easement. SFPUC's General Manager shall have the authority to execute the amendment and the quitclaim deed without additional action by City's Board of Supervisors, Mayor or Public Utilities Commission. City shall have no obligation to perform or pay for removal of the Facilities. Upon completion, offer of dedication and acceptance of the Replacement Facilities as set forth above and in the Development Agreement, City shall maintain the Replacement Facilities at its own expense, subject to Grantor's above warranty.

**7. Run with the Land.** The provisions of this Easement shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor.

**8. No Acceptance of Infrastructure Improvements.** Neither the provisions of this Easement Agreement nor Grantee's acceptance of the Easement shall be construed as acceptance of any infrastructure improvements by City or SFPUC.

**9. Counterparts.** This Easement Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one instrument.

**10. Authority.** The person executing this Easement Agreement on behalf of Grantor does hereby covenant and warrant that Grantor is a duly formed and existing Delaware limited liability company, that Grantor has full right and authority to enter into this Easement Agreement, and that the person signing on behalf of Grantor is authorized to do so.

**11. Exhibits.** The exhibits attached to and referenced in this Easement Agreement are incorporated into and made a part of this Easement Agreement.

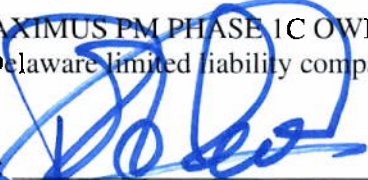
**12. Interpretation.** Unless otherwise provided in this Agreement, whenever approval or consent is required of Grantor or Grantee pursuant to this Agreement, it shall not be unreasonably withheld, conditioned or delayed.

*[Signatures on following page]*

In witness whereof this Easement Agreement is executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PROPERTY OWNER:**

MAXIMUS PM PHASE 1C OWNER LLC,  
a Delaware limited liability company

By:   
Robert A. Rosania  
President

**ACCEPTED:**

CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

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

Dated: \_\_\_\_\_

Authority pursuant to Board of Supervisors  
Ordinance No. 207-22

**RECOMMENDED:**

By: \_\_\_\_\_  
Dennis J. Herrera  
General Manager, Public Utilities  
Commission  
(Authority pursuant to SFPUC  
Resolution No. 22-0097)

**APPROVED AS TO FORM:**

DAVID CHIU, City Attorney


By: \_\_\_\_\_  
[ ]  
Deputy City Attorney

ACKNOWLEDGMENT

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF NEW YORK    )

On the 30<sup>th</sup> day of November in the year 2023 before me, the undersigned, a Notary Public in and for said state, personally appeared Robert A. Rosania, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SARA J. DAVIS  
Notary Public, State of New York  
No. 01DA6370931  
Qualified in Kings County  
Commission Expires February 12, 2026

  
\_\_\_\_\_  
Notary Public

[SEAL]

My commission expires:



**NOTARY 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 \_\_\_\_\_)SS  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_

before me, \_\_\_\_\_, a 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 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

(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

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before me, \_\_\_\_\_, a Notary Public, personally appeared

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

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\_\_\_\_\_  
Signature of Notary Public

(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

**Exhibit A**  
*Legal Description and Depiction*



**EXHIBIT A  
LEGAL DESCRIPTION  
SFPUC EASEMENT 5  
(A PORTION OF 6138 O.R. 152, MISCELLANEOUS PARCELS)**

All that certain real property situate in the City and County of San Francisco, State of California, being all of Block 7333-B, as shown on that certain map entitled "RECORD OF SURVEY MAP NO. 8641" filed August 24, 2015, in Book FF of Survey Maps, at pages 110-129, in the Office of the Recorder of the City and County of San Francisco, State of California.

Containing 1,362 square feet, more or less.

**Horizontal Datum & Reference System**

The horizontal datum is the North American Datum of 1983: NAD 83 (2011) Epoch 2010.00 referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 coordinate system (CCSF-CS13). CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. See ROS 8080, filed April 4, 2014, in Book EE of Survey Maps at pages 147-157 in the Office of the Recorder of the City and County of San Francisco.

A plat showing the above-described parcel is attached hereto and made a part hereof.

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

David C. Jungmann, PLS 9267



05/27/2022  
Date

**END OF DESCRIPTION**

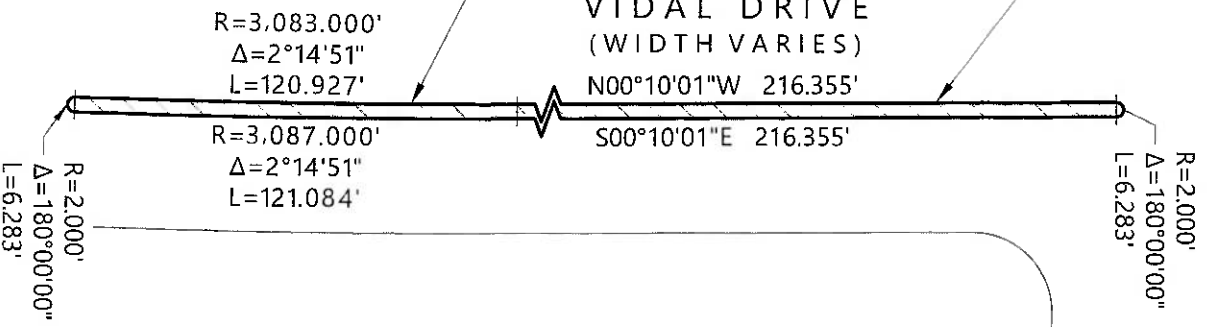


255 SHORELINE DR.,  
 SUITE 200  
 REDWOOD CITY, CA 94065  
 (650) 482-6300  
 www.bkf.com

SFPUC EASEMENT 5  
 (A PORTION OF 6138 O.R. 152,  
 MISCELLANEOUS PARCELS)

BLOCK 7333-B  
 ROS 8641  
 (FF S.M. 110-129)

VIDAL DRIVE  
 (WIDTH VARIES)



HIGUERA AVENUE  
 (51' WIDE)

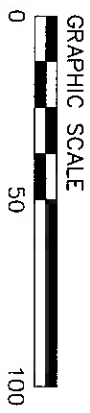
BLOCK 7334  
 ROS 8641  
 (FF S.M. 110-129)

*[Handwritten signature]*



**LEGEND**

DN.	DOCUMENT NUMBER
O.R.	OFFICIAL RECORDS
ROS	RECORD OF SURVEY
S.M.	BOOK OF SURVEY MAPS
SQ.FT.	SQUARE FEET
	EXISTING BOUNDARY
	AREA TO BE VACATED
	AREA = 1,362± SQ.FT.



SUBJECT EXHIBIT A - PLAT TO ACCOMPANY  
 LEGAL DESCRIPTION  
 JOB NO. 20200835-10  
 BY JMS APPR. DCJ DATE 05/27/2022  
 2 OF 2

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- c. Grantor shall not engage in any construction activities that could cause deep vibrations to the Facilities (a “**DV Activity**”) without the prior written consent of the SFPUC. A DV Activity includes sheet or pile driving, but does not include use of typical hand-operated backfill compaction tools, such as wackers.
- d. Grantor shall not cause or allow any trees to be planted or cultivated or any structures of any kind to be constructed, placed or maintained on, under, over, along, within or across the Easement Area.
- e. No excavation, grading or installation of improvements shall occur on the Easement Area, unless contemplated by the SFPUC approval described above.
- f. For so long as the Easement remains in effect, Grantor shall keep the Easement Area open and free from structures of any kind that may damage or interfere with the proper use, function, maintenance, repair, or replacement of the Facilities or Grantee’s rights under this Agreement.
- g. If the surface is disturbed by Grantee’s use of the Easement, Grantee shall restore the surface to Base Conditions or the cost equivalent. “**Base Conditions**” is defined as three inch (3”) thick asphalt concrete over eight inch (8”) thick Portland cement concrete, for paved easements, and native backfill for unpaved easements. Special finishes, structures and surface improvements (including irrigation lines) removed or damaged in connection with Grantee’s activities performed in accordance with the terms of this Easement will not be replaced by Grantee. Grantee shall not be held liable for any damage to plants or any other surface improvement aside from Base Conditions or the cost equivalent in the Easement Area that may occur as a result of the Grantee’s activities performed in accordance with the terms of this Easement.

**4. Nonexclusive.** The Easement granted herein is nonexclusive, and Grantor may convey additional easements and install additional subsurface utility lines within the Easement Area provided that such additional easements and lines do not interfere with the Facilities and this Easement, and provided further that any additional subsurface utility lines in the Easement Area shall meet City’s standards for separation of utilities.

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

**6. Relocation of Facilities; Termination of Easement.** Grantor shall replace and/or relocate all or any portion of the Facilities at no cost to City, if required to accommodate Grantor’s development of the Project, subject to the terms of this Section and the Development Agreement (such facilities, the “**Replacement Facilities**”). The nature of the Replacement

Facilities, the phasing of the construction of the Replacement Facilities, and the phasing of Grantor's Work in the Easement Area shall be approved and conditioned by City pursuant to street improvement and building permits. As of the Effective Date, Grantor has notified City of the proposed relocation and provided City with detailed plans and specifications for the Replacement Facilities. City shall have the right to request additional detailed plans and specifications. City shall have the right to witness the construction and testing of the new pipe and other Replacement Facilities and provide comments and requests for corrective action onsite through Grantor's resident engineer. City shall consent to such relocation upon satisfaction of the following conditions:

- a. Grantor shall perform, at its sole cost and at no cost to City, all work necessary for the relocation in accordance with plans and specifications approved by City in writing and without material interruption of the service provided by the affected Facilities (other than brief, scheduled interruptions consistent with infrastructure repair and replacement projects). Unless otherwise approved by the SFPUC through a street improvement permit, Grantor does not have a right to cause material interruption other than as stated herein.
- b. Grantor shall remove, or cut, cap and fill the Facilities as shown in the applicable street improvement permit;
- c. Intentionally omitted;
- d. Grantor shall replace, remove, or cut, cap and fill any other City water, sewer or power infrastructure discovered within the Easement Area that is no longer intended to be functional by the City;
- e. Grantor shall provide an irrevocable offer of dedication to the City of the Replacement Facilities and any other replacement utility facilities constructed by Grantor;
- f. Intentionally omitted;
- g. Grantor shall warrant and guarantee all work performed by Grantor or its contractor to be free from faulty materials and workmanship for a period of two years from the date of acceptance by City;
- h. Grantor shall ensure that the Replacement Facilities are qualitatively equal or exceed in every material respect the Facilities and be constructed with new materials and with the same or improved service capacity as the Facilities consistent with approved plans;
- i. Grantor shall ensure that the Facilities are not removed until the Replacement Facilities are constructed consistent with the applicable street improvement permit, inspected and fully operational to the satisfaction of the City (after an appropriate testing period).

- j. Grantor shall fund City's out-of-pocket costs relating to the relocation, including without limitation costs of inspections and engineering and legal review.

Upon completion, offer of dedication and acceptance of each Replacement Facility, the parties will execute and record an amendment to this Agreement changing the description of the Easement Area to omit the applicable Facility. Further, in the event SFPUC determines that no active Facilities exist and therefore no Replacement Facilities are required in any portion of the Easement Area, the parties will execute and record an amendment to this Agreement changing the description of the Easement Area to omit such portions of the Easement Area containing no active Facilities. Upon completion, offer of dedication and acceptance of the last Replacement Facility, Grantee will execute and record a quitclaim deed terminating the Easement. SFPUC's General Manager shall have the authority to execute the amendment and the quitclaim deed without additional action by City's Board of Supervisors, Mayor or Public Utilities Commission. City shall have no obligation to perform or pay for removal of the Facilities. Upon completion, offer of dedication and acceptance of the Replacement Facilities as set forth above and in the Development Agreement, City shall maintain the Replacement Facilities at its own expense, subject to Grantor's above warranty.

**7. Run with the Land.** The provisions of this Easement shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor.

**8. No Acceptance of Infrastructure Improvements.** Neither the provisions of this Easement Agreement nor Grantee's acceptance of the Easement shall be construed as acceptance of any infrastructure improvements by City or SFPUC.

**9. Counterparts.** This Easement Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one instrument.

**10. Authority.** The person executing this Easement Agreement on behalf of Grantor does hereby covenant and warrant that Grantor is a duly formed and existing Delaware limited liability company, that Grantor has full right and authority to enter into this Easement Agreement, and that the person signing on behalf of Grantor is authorized to do so.

**11. Exhibits.** The exhibits attached to and referenced in this Easement Agreement are incorporated into and made a part of this Easement Agreement.

**12. Interpretation.** Unless otherwise provided in this Agreement, whenever approval or consent is required of Grantor or Grantee pursuant to this Agreement, it shall not be unreasonably withheld, conditioned or delayed.

*[Signatures on following page]*

In witness whereof this Easement Agreement is executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PROPERTY OWNER:**

MAXIMUS PM PHASE 1C OWNER LLC,  
a Delaware limited liability company

By:   
Robert A. Rosania  
President

**ACCEPTED:**

CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

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

Dated: \_\_\_\_\_

Authority pursuant to Board of Supervisors  
Ordinance No. 207-22

**RECOMMENDED:**

By: \_\_\_\_\_  
Dennis J. Herrera  
General Manager, Public Utilities  
Commission  
(Authority pursuant to SFPUC  
Resolution No. 22-0097)

**APPROVED AS TO FORM:**

DAVID CHIU, City Attorney

By: \_\_\_\_\_  
[\_\_\_\_\_]   
Deputy City Attorney

ACKNOWLEDGMENT

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On the 30<sup>th</sup> day of November in the year 2023 before me, the undersigned, a Notary Public in and for said state, personally appeared Robert A. Rosania, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SARA J. DAVIS  
Notary Public, State of New York  
No. 01DA6370931  
Qualified in Kings County  
Commission Expires February 12, 2026

  
\_\_\_\_\_  
Notary Public

[SEAL]

My commission expires:

**NOTARY 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 \_\_\_\_\_)SS  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_

before me, \_\_\_\_\_, a 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 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

(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

**NOTARY 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 \_\_\_\_\_)SS  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_

before me, \_\_\_\_\_, a Notary Public, personally appeared

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

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WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

**Exhibit A**  
*Legal Description and Depiction*





**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**SFPUC EASEMENT 6**  
**(A PORTION OF 6138 O.R. 152, MISCELLANEOUS PARCELS)**

All that certain real property situate in the City and County of San Francisco, State of California, being all of Block 7333-A, as shown on that certain map entitled "RECORD OF SURVEY MAP NO. 8641" filed August 24, 2015, in Book FF of Survey Maps, at pages 110-129, in the Office of the Recorder of the City and County of San Francisco, State of California.

Containing 1,368 square feet, more or less.

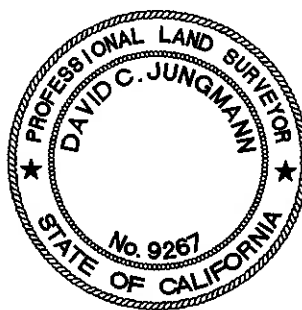
**Horizontal Datum & Reference System**

The horizontal datum is the North American Datum of 1983: NAD 83 (2011) Epoch 2010.00 referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 coordinate system (CCSF-CS13). CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. See ROS 8080, filed April 4, 2014, in Book EE of Survey Maps at pages 147-157 in the Office of the Recorder of the City and County of San Francisco.

A plat showing the above-described parcel is attached hereto and made a part hereof.

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

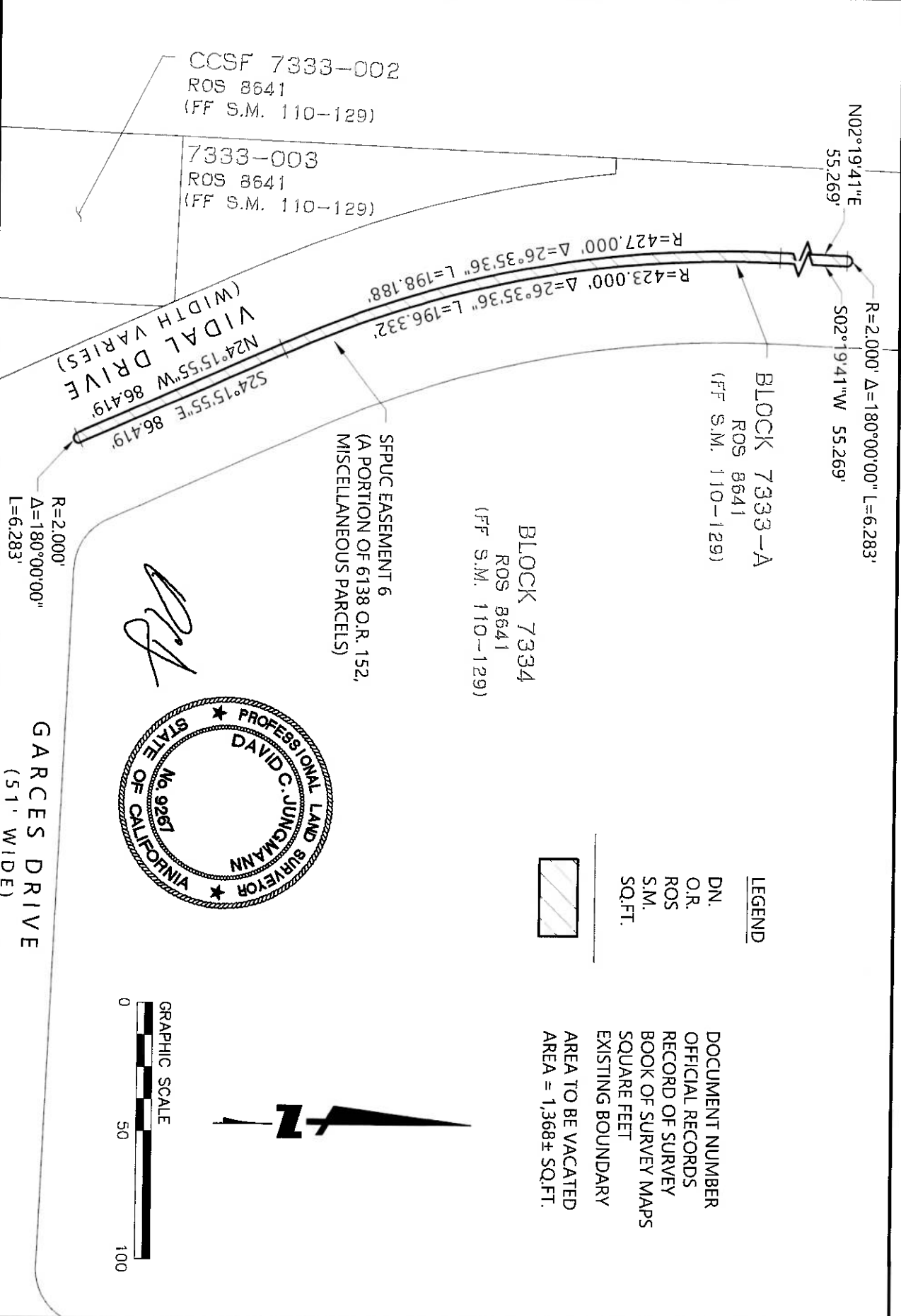
David C. Jungmann, PLS 9267



05/27/2022  
Date

**END OF DESCRIPTION**

**BKF**  
 255 SHORELINE DR.,  
 SUITE 200  
 REDWOOD CITY, CA 94065  
 (650) 482-6300  
 www.bkf.com



SUBJECT EXHIBIT A - PLAT TO ACCOMPANY  
 LEGAL DESCRIPTION  
 JOB NO. 20200835-10  
 BY JMS Appr. DCJ DATE 05/27/2022  
 2 OF 2

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

WITH A CONFORMED COPY TO:

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

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

APN: Portions of 7333-004 & 7333-008  
(adjacent to Vidal Dr)

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

**EASEMENT AGREEMENT BY AND BETWEEN MAXIMUS PM PHASE 1C OWNER  
LLC AND THE CITY AND COUNTY OF SAN FRANCISCO**

THIS EASEMENT AGREEMENT (this "**Agreement**") dated \_\_\_\_\_, 20\_\_, is by and between MAXIMUS PM PHASE 1C OWNER LLC, a Delaware limited liability company, its successors and assigns ("**Grantor**"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**" or "**City**"), acting through its San Francisco Public Utilities Commission ("**SFPUC**").

Recitals

A. Grantor is a Developer (as such term is defined in the Development Agreement, which is defined below) of the Parkmerced Mixed-Use Development Project (the "**Project**"). On June 7, 2011, at a duly noticed public hearing, the Board of Supervisors considered the Project's approvals, which included amendments to City's General Plan (approved by Ordinance No. 92-11), Zoning Map (approved by Ordinance No. 91-11), and Planning Code (approved by Ordinance No. 90-11), as well as approval of a Development Agreement, approved on June 7, 2011 by Ordinance No. 89-11 (the "**Development Agreement**") (collectively, the "**Project Approvals**"). Ordinance No. 89-11 is on file with the Clerk of the Board in File No. 110300 and is incorporated herein by reference. The SFPUC Commission on June 14, 2011 adopted a consent to the Development Agreement (SFPUC Commission Resolution No. 11-0091).

B. Pursuant to section 6.1.1 of the Development Agreement, City and Grantor have agreed to transfer certain real property to each other, including certain utility easements at the locations generally shown in Exhibit J of the Development Agreement, as and when needed in connection with the development of an approved Development Phase (as such term is defined in the Development Agreement) for the Project. The Planning Director approved Development

Phase 1 of the Project on June 3, 2015. Development Phase 1 is comprised of four Subphases (1A, 1B, 1C, and 1D).

C. On August 11, 2020, Grantor submitted two applications for tentative subdivision maps pursuant to the requirements of the California Subdivision Map Act for Subphases 1C and 1D of the Project. On November 1, 2021, Grantor revised and re-submitted the two applications for Subphases 1C and 1D of the Project. On June 23, 2022, Public Works (“PW”) pursuant to PW Order No. 206742 conditionally approved such tentative maps: (1) Tentative Map No. 10699 (dated April 13, 2022) requested approval to subdivide Assessor’s Blocks 7333, 7333-A, 7333-B, 7334, and 7337 (Parkmerced Planning Blocks 3W and 4); and (2) Tentative Map No. 10700 (dated October 29, 2021) requested approval to subdivide Assessor’s Parcel Number 7331-253 (Parkmerced Planning Block 21S) (collectively, the “**Subphase 1C and 1D Tentative Maps**”). Grantor is currently processing with PW the approval of a final subdivision map for each of the Subphase 1C and 1D Tentative Maps (each, a “**Final Map**”).

D. Subphase 1C of the Project involves the conditional vacation of certain public service easements (including sewer easements) owned by the SFPUC located within and outside of existing streets (the “**Public Utility Easements Area**”). The Public Utility Easements Area is shown in PW SUR Map Nos. 2022-009, 2022-010, 2022-011, 2022-012, 2022-013, 2022-014, and 2022-015.

E. The vacation of the Public Utility Easements Area is necessary to implement the Project, to fulfill the objectives and requirements of the Development Agreement, and to fulfill the objectives of the Parkmerced Special Use District (Planning Code Section 249.64). The proposed vacations implement the Project vested by the Project Approvals, including the construction of buildings and streets consistent with the Parkmerced Design Standards and Guidelines, the Parkmerced Transportation Plan, and the Parkmerced Infrastructure Report, all of which are incorporated by reference into the Development Agreement.

F. Certain portions of the Public Utility Easements Area contain functioning public utilities operated by the SFPUC (the “**Facilities**”) (as further defined herein), which utilities will be relocated and/or replaced during construction of Subphase 1C of the Project (the “**Replacement Utilities**”).

G. This Agreement is intended to provide a perpetual non-exclusive easement to City to access and maintain the Facilities as further described herein, which easement would be extinguished upon Grantor’s completion and City’s acceptance of the Replacement Utilities in the manner described herein. Grantor and City are entering into this Agreement in furtherance of the Development Agreement.

Now therefore, incorporating the foregoing recitals, the Parties agree as follows:

### **Agreement**

1. **General.** For valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to the Grantee, acting through its SFPUC, a perpetual non-exclusive easement (the “**Easement**”) over, across and under the real property legally described and shown

in Exhibit A, attached hereto and made a part hereof (“**Easement Area**”) for utility purposes, as further described below. The Easement Area is located within the project site of the Project, as described in the Development Agreement.

**2. Nature of Easement.** The Easement is a perpetual, nonexclusive easement and includes (i) the right to install, construct, reconstruct, operate, maintain, repair, inspect, remove and replace, from time to time, underground sewer facilities and all necessary or desirable accessories and appurtenances thereto, including without limitation, hatches, air valves, braces, connections, fastenings, and other surface and subsurface utility facilities and appurtenances (collectively, the “**Facilities**”) and (ii) the right of access over, across or under (including via surface entry) the Easement Area for all such purposes. The Easement includes the right of ingress to and egress from the Easement Area across adjacent lands of Grantor over any available roadways or such routes as may be agreed upon, to the extent necessary for the convenience of City in the enjoyment of its rights hereunder. The Easement also includes the right to trim and cut trees and vegetation that may be a hazard to the Facilities and the right to do such other things as are necessary for the full enjoyment and accomplishment of the purposes of the Easement. Grantee’s rights under this Easement Agreement may be exercised by Grantee’s agents, contractors, subcontractors, suppliers, consultants, employees, or representatives, or by other authorized persons acting for or on behalf of Grantee. The Easement shall terminate upon the satisfaction of certain conditions described in Section 6 herein.

**3. Restrictions on Surface Use.** Grantor and Grantee acknowledge and understand that the Easement Area is located on land that will be improved with buildings and infrastructure constructed by the Project and accordingly that construction of the Project will require disturbance of the Easement Area, including excavation of and construction of improvements within and around the Easement Area (“**Grantor’s Work**”). All of Grantor’s Work shall be subject to building and street improvements permits issued by City. Prior to the issuance of any building and street improvement permits, Grantor shall provide SFPUC with copies of all plans and specifications for review and approval by SFPUC, which approval shall not be unreasonably withheld. Except as required to complete the Grantor’s Work, as approved by the SFPUC pursuant to the terms of the preceding sentence, Grantor’s use of the Easement Area shall be subject to the following covenants and conditions:

- a. Grantor shall not cause or allow Grantor’s agents, employees, consultants or contractors to excavate, unless contemplated by the SFPUC’s approval described above.
- b. The “axle loading” of vehicles and equipment operating on the roadway within ten (10) feet of the new pipe centerline must not exceed that allowed for “AASHTO Standard H-20 Loading.” If Grantor proposes to use or allow any vehicle or equipment with axle loading exceeding the H-20 specifications, Grantor shall submit to City for review and approval an engineering calculation prepared by a civil engineer registered in the State of California showing that City’s Facilities will not be adversely affected. Grantor shall be responsible for providing SFPUC with adequate evidence that Grantor’s equipment and vehicles meet the foregoing requirements.

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- g. If the surface is disturbed by Grantee’s use of the Easement, Grantee shall restore the surface to Base Conditions or the cost equivalent. “**Base Conditions**” is defined as three inch (3”) thick asphalt concrete over eight inch (8”) thick Portland cement concrete, for paved easements, and native backfill for unpaved easements. Special finishes, structures and surface improvements (including irrigation lines) removed or damaged in connection with Grantee’s activities performed in accordance with the terms of this Easement will not be replaced by Grantee. Grantee shall not be held liable for any damage to plants or any other surface improvement aside from Base Conditions or the cost equivalent in the Easement Area that may occur as a result of the Grantee’s activities performed in accordance with the terms of this Easement.

**4. Nonexclusive.** The Easement granted herein is nonexclusive, and Grantor may convey additional easements and install additional subsurface utility lines within the Easement Area provided that such additional easements and lines do not interfere with the Facilities and this Easement, and provided further that any additional subsurface utility lines in the Easement Area shall meet City’s standards for separation of utilities.

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- a. Grantor shall perform, at its sole cost and at no cost to City, all work necessary for the relocation in accordance with plans and specifications approved by City in writing and without material interruption of the service provided by the affected Facilities (other than brief, scheduled interruptions consistent with infrastructure repair and replacement projects). Unless otherwise approved by the SFPUC through a street improvement permit, Grantor does not have a right to cause material interruption other than as stated herein.
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- h. Grantor shall ensure that the Replacement Facilities are qualitatively equal or exceed in every material respect the Facilities and be constructed with new materials and with the same or improved service capacity as the Facilities consistent with approved plans;
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*[Signatures on following page]*



In witness whereof this Easement Agreement is executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PROPERTY OWNER:**

MAXIMUS PM PHASE 1C OWNER LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Robert A. Rarania  
President

**ACCEPTED:**

CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

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

Dated: \_\_\_\_\_

Authority pursuant to Board of Supervisors  
Ordinance No. 207-22

**RECOMMENDED:**

By: \_\_\_\_\_  
Dennis J. Herrera  
General Manager, Public Utilities  
Commission  
(Authority pursuant to SFPUC  
Resolution No. 22-0097)

**APPROVED AS TO FORM:**

DAVID CHIU, City Attorney

By: \_\_\_\_\_  
[ ]  
Deputy City Attorney

ACKNOWLEDGMENT

STATE OF NEW YORK )

) ss.:

COUNTY OF NEW YORK )

On the 30<sup>th</sup> day of November in the year 2023 before me, the undersigned, a Notary Public in and for said state, personally appeared Robert A. Rosania, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SARA J. DAVIS  
Notary Public, State of New York  
No. 01DA6370931  
Qualified in Kings County  
Commission Expires February 12, 2026

  
Notary Public

[SEAL]

My commission expires:

**NOTARY 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 \_\_\_\_\_)SS  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_

before me, \_\_\_\_\_, a 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 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

(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

**NOTARY 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 \_\_\_\_\_)SS  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_

before me, \_\_\_\_\_, a 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 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

(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

**Exhibit A**  
*Legal Description and Depiction*



**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**SFPUC EASEMENT 10**  
**(PORTIONS OF EASEMENT PARCELS 2k AND 2l PER 4252 O.R. 85)**

**VACATION AREA 1:**

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of APN 7333-003 as shown on that certain map entitled "RECORD OF SURVEY MAP NO. 8641" filed August 24, 2015, in Book FF of Survey Maps, at pages 110-129, in the Office of the Recorder of the City and County of San Francisco, State of California, and being more particularly described as follows:

**COMMENCING** at the northwesterly terminus of that segment of the southwesterly line of Vidal Drive labeled as "S24°15'55"E 94.993'", as shown on said map;

Thence along said southwesterly line, North 24°15'55" West, 4.588 feet to the southeasterly corner of said APN 7333-003 and the **POINT OF BEGINNING** of this description;

Thence leaving said southwesterly line, along the southerly line of said APN 7333-003, North 87°40'19" West, 13.887 feet to the westerly line of Easement Parcel 2k, as described in that certain Deed recorded July 13, 1945 in Book 4252, at pages 85-90, Official Records of said city and county, and the beginning of a non-tangent curve, concave westerly, whose radius point bears South 87°36'33" West;

Thence leaving said southerly line, northerly, along said westerly line, along said non-tangent curve, having a radius of 390.000 feet, through a central angle of 05°39'26", an arc length of 38.508 feet to said southwesterly line of Vidal Drive and the beginning of a non-tangent curve, concave northeasterly, whose radius point bears North 67°10'02" East;

Thence leaving said westerly line, along said southwesterly line, the following two (2) courses:

1. Southeasterly, along said non-tangent curve, having a radius of 458.500 feet, through a central angle of 01°25'57", an arc length of 11.463 feet;
2. South 24°15'55" East, 31.139 feet to the **POINT OF BEGINNING**.

Containing 250 square feet, more or less.

Being a portion of APN 7333-003.

**VACATION AREA 2:**

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of APN 7333-001 as shown on that certain map entitled "RECORD OF SURVEY MAP NO. 8641"

BKF ENGINEERS

255 Shoreline Drive, Suite 200, Redwood City, CA 94065 | 650.482.6300

filed August 24, 2015, in Book FF of Survey Maps, at pages 110-129, in the Office of the Recorder of the City and County of San Francisco, State of California, and being more particularly described as follows:

**BEGINNING** at the northwesterly terminus of that segment of the southwesterly line of Vidal Drive labeled as "S24°15'55"E 94.993'", as shown on said map;

Thence along said southwesterly line, South 24°15'55" East, 11.136 feet to the easterly line of Easement Parcel 2k, as described in that certain Deed recorded July 13, 1945 in Book 4252, at pages 85-90, Official Records of said city and county, and the beginning of a non-tangent curve, concave westerly, whose radius point bears South 89°48'31" West;

Thence leaving said southwesterly line, southerly, along said easterly line, the following two (2) courses:

1. Along said non-tangent curve, having a radius of 410.000 feet, through a central angle of 02°37'17", an arc length of 18.759 feet;
2. South 02°25'48" West, 6.571 feet to the northwesterly line of Easement Parcel 2l as described in said Deed and the beginning of a non-tangent curve, concave southeasterly, whose radius point bears South 33°13'39" East;

Thence leaving said easterly line, along said northwesterly line, northeasterly, along said non-tangent curve, having a radius of 60.000 feet, through a central angle of 10°32'03", an arc length of 11.031 feet to said southwesterly line of Vidal Drive;

Thence leaving said northwesterly line, along said southwesterly line, South 24°15'55" East, 20.011 feet to the southeasterly line of said Easement Parcel 2l and the beginning of a non-tangent curve, concave southeasterly, whose radius point bears South 21°54'25" East;

Thence leaving said southwesterly line, along said southeasterly line, the following two (2) courses:

1. Along said non-tangent curve, having a radius of 40.000 feet, through a central angle of 29°39'47", an arc length of 20.709 feet;
2. South 38°25'48" West, 4.450 feet to the easterly line of said Easement Parcel 2k;

Thence along said easterly line, South 02°25'48" West, 19.685 feet to the beginning of a non-tangent curve, concave northeasterly, whose radius point bears North 61°51'08" East;

Thence leaving said easterly line, northwesterly, along said non-tangent curve, having a radius of 639.000 feet, through a central angle of 01°07'31", an arc length of 12.551 feet to the northerly line of said APN 7333-001;

Thence along said northerly line and the westerly line of said APN 7333-001, the following two (2) courses:

1. South 87°40'19" East, 0.977 feet;
2. North 02°19'41" East, 72.927 feet to the **POINT OF BEGINNING**.

Containing 743 square feet, more or less.

Being a portion of APN 7333-001.

**Horizontal Datum & Reference System**

The horizontal datum is the North American Datum of 1983: NAD 83 (2011) Epoch 2010.00 referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 coordinate system (CCSF-CS13). CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. See ROS 8080, filed April 4, 2014, in Book EE of Survey Maps at pages 147-157 in the Office of the Recorder of the City and County of San Francisco.

A plat showing the above-described parcel is attached hereto and made a part hereof.

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.



\_\_\_\_\_  
David C. Jungmann, PLS 9267



09/25/2023

Date

**END OF DESCRIPTION**









255 SHORELINE DR.,  
 SUITE 200  
 REDWOOD CITY, CA 94065  
 (650) 482-6300  
 www.bkf.com

LINE TABLE

LINE NO.	DIRECTION	LENGTH
L1	N24°15'55"W	4.588'
L2	N87°40'19"W	13.887'
L3	S24°15'55"E	11.136'
L4	S02°25'48"W	6.571'
L5	S24°15'55"E	20.011'
L6	S38°25'48"W	4.450'
L7	S02°25'48"W	19.685'
L8	S87°40'19"E	0.977'

RADIAL LINE TABLE

RADIAL LINE NO.	DIRECTION
R1	N87°36'33"E
R2	S67°10'02"W
R3	N89°48'31"E
R4	N33°13'39"W
R5	N21°54'25"W
R6	S61°51'08"W

CURVE TABLE

CURVE NO.	RADIUS	DELTA	LENGTH
C1	390.000'	5°39'26"	38.508'
C2	458.500'	1°25'57"	11.463'
C3	410.000'	2°37'17"	18.759'
C4	60.000'	10°32'03"	11.031'
C5	40.000'	29°39'47"	20.709'
C6	639.000'	1°07'31"	12.551'

SUBJECT EXHIBIT A - PLAT TO ACCOMPANY

LEGAL DESCRIPTION

JOB NO. 20200835-10  
 BY JMS Appr. DCJ DATE 09/25/2023