

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attention: Director of Property

No fee for recording pursuant to Government
Code Section 27385

APN: [_____]

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

QUITCLAIM DEED

([_____] Street associated with Final Map No. [_____] (Phase [_____]))

THE UNDERSIGNED GRANTOR DECLARES:

DOCUMENTARY TRANSFER TAX is \$ 0

☐ computed on full value of property conveyed, or

☐ computed on full value less value of liens or encumbrances remaining at time of sale.

☐ unincorporated area

☐ city and county of SAN FRANCISCO

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("Grantor"), pursuant to
Ordinance No. [____], adopted by the Board of Supervisors on [____], and approved by the
Mayor on [____],

does hereby REMISE, RELEASE and forever QUITCLAIM to

THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a
public body, corporate and politic ("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 and depicted on Exhibit B
attached hereto and made a part hereof ("Property").

RESERVING and subject to, pursuant to said Ordinance No. [____], a perpetual, non-exclusive
easement for public street and utility purposes and City-owned utilities ("Easement") over, across
and under the entire Property on the terms and conditions:

a. Termination. The Easement will terminate on issuance of a notice of termination or
executed quitclaim deed by the City Public Works Director ("PW Director") (i) following City
acceptance of replacement street improvements for the realigned portions of [_____] Street
described in the Public Improvement Agreement between City and [_____] dated [____]; or

(ii) on such earlier date in the PW Director's discretion, in consultation with the affected City departments, if the Easement is no longer needed by the City due to adequate alternative public street and utility access for which Notice of Completion has been issued.

b. Use. The Easement is part of City's right of way until terminated (if at all) on the conditions specified in the foregoing subsection (a). City's Easement rights shall include all public street and utility uses, including but not limited to the same City activities and uses in the portion of the City dedicated right of way abutting the Property or are otherwise necessary for the full enjoyment and accomplishment of the purposes of the Easement. 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.

c. Right to Trim and Cut Trees and Vegetation. City shall have the right to trim and cut trees and vegetation, if any, that may affect City's Easement rights or pose a hazard to any existing or future City-owned or requested utilities or improvements, which shall include, but not be limited to, paving, street base, signage, traffic controls, striping, parking meters, water, sewer, power, gas, and communications facilities or any accessories or appurtenances thereto.

d. Non-City Use. Until the Easement is terminated (if at all) pursuant to subsection (a) above, any non-City party must obtain a permit from City's Department of Public Works before installing improvements or performing work at the Property.

e. HUD Requirements. The Parties acknowledge and agree that this Deed is subject to the review and approval of the United States Department of Housing and Urban Development ("HUD").

1. *Conflict Clause.* To the extent that any of the foregoing is in conflict with the requirements of the United States Housing Act of 1937 ("1937 Act"), as amended, federal regulations, and the Annual Contributions Contract ("ACC"), as amended, and other HUD requirements, the HUD requirements shall control and govern in such instances of conflict.

2. *Indemnification Clause.* It is acknowledged and agreed that SFHA has no authority to provide guarantees, indemnifications, rights of set off, or other pledges involving the assets of any Public Housing Project (as the term 'Project' is defined in the ACC between SFHA and HUD (the "Public Housing Project") or other assets of SFHA, including and Housing Choice Voucher ("HCV") related assets of SFHA. Accordingly, except as approved by HUD in writing, it is acknowledged that there is no legal right of recourse against: (1) any Public Housing Project of SFHA; (2) any operating receipts (as the term "operating receipts" is defined in ACC), HCV receipts or Capital or Operating Funds of SFHA; (3) any public housing operating reserve of SFHA reflected SFHA's annual operating budget and required under the ACC, or (4) any other asset of SFHA related to the 1937 Act. Should any assets of SFHA be identified at a later date as meeting the criteria set forth above, any guarantees, indemnifications, right of set off, or other pledges involving those assets will be deemed null, void, and unenforceable.

3. *Termination Clause.* If HUD approves the termination of the ACC at the public housing project and/or release of the DOT/DORC (e.g., through a disposition under Section 18 of the 1937 Act, the Rental Assistance Demonstration (RAD) program or any other removal

action of the SAC), SFHA may terminate this Deed. In addition, if HUD determines that this Deed does not comply with federal public housing requirements, SFHA may terminate the Deed.

4. *HUD is not a Guarantor.* HUD is not a Guarantor of SFHA and is not liable for the actions of SFHA under this Deed.

5. *No Assignment Rights or Rights of Mortgage or Security Interests.* This Deed does not include any assignment rights or rights of mortgage or security interests unless HUD approval under section 30 of the 1937 Act has been obtained.

[SIGNATURE PAGE FOLLOWS]

Executed as of _____, [20__].

CITY

CITY AND COUNTY OF
SAN FRANCISCO,
a municipal corporation

By: _____
Sarah R. Oerth
Director of Property

Recommended:

Department of Public Works

By: _____
Carla Short
Director

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Heidi Gewertz
Deputy City Attorney

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 _____, 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 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

(Affix Seal)

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the foregoing Quitclaim Deed and Reservation of Easement (_____ Street) dated _____, 20__, to the HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (the "**Authority**"), is hereby accepted on _____, 20__, by the undersigned officer or agent on behalf of the Authority pursuant to authority conferred by resolution of the Authority's Board of Commissioners adopted on _____, and the Authority Board of Commissioners consents to the recordation of said document in the Office of the Recorder of City and County of San Francisco, State of California.

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

By: _____

Chief Executive Officer

Dated: _____, 20__

APPROVED AS TO FORM AND LEGALITY:

By: _____
Dianne Jackson McLean, Esq.
Goldfarb & Lipman LLP
Special Legal Counsel to Authority

Exhibit A

LEGAL DESCRIPTIONS

[See attached]

Exhibit B

PLAT MAPS

[See attached]