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 27383	
APN: [(Space above this line reserved for Recorder's
,	use only)
QUITCLA	
([] 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 er	ncumbrances remaining at time of sale.
unincorporated area	
city and county of SAN FRANCISCO	
•	
FOR A VALUABLE CONSIDERATION, receipt	•
CITY AND COUNTY OF SAN FRANCISCO, Ordinance No. [], adopted by the Board of S	
Mayor on [],	1 — 1 7
does hereby REMISE, RELEASE and forever QU	JITCLAIM to
THE HOUSING AUTHODITY OF THE CITY	AND COUNTY OF CAN ED ANCICCO
THE HOUSING AUTHORITY OF THE CITY public body, corporate and politic ("Grantee"),	AND COUNTY OF SAN FRANCISCO, a
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, desc	eribed on Exhibit A and depicted on Exhibit B
attached hereto and made a part hereof ("Property	.").
RESERVING and subject to, pursuant to said Ord	linance No. [], a perpetual, non-exclusive
easement for public street and utility purposes and	d City-owned utilities ("Easement") over, across
and under the entire Property on the terms and con	nditions:
a. <u>Termination</u> . The Easement will to	erminate on issuance of a notice of termination or
executed quitclaim deed by the City Public Works	s Director ("PW Director") (i) following City
acceptance of replacement street improvements for	
described in the Public Improvement Agreement by	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. <u>Use</u>. 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. <u>Right to Trim and Cut Trees and Vegetation</u>. 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. <u>Non-City Use</u>. 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. <u>HUD Requirements</u>. 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
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 Fran	,	
On	, before me,	, a Notary
instrument and ack capacity(ies), and t	nowledged to me that he/she/they e	, who proved to me on the se name(s) is/are subscribed to the within executed the same in his/her/their authorized the instrument the person(s), or the entity e instrument.
•	NALTY OF PERJURY under the lath is true and correct.	ws of the State of California that the
WITNESS my han	d 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 " <u>Authority</u> "), is hereby accepted on
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
a paone coay corporate and pointe
By:
-
Chief Executive Officer
Dated:, 20
APPROVED AS TO FORM AND LEGALITY:
D
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]