

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

J. Abrams Law, P.C.
One Maritime Plaza, Suite 1900
San Francisco, CA 94111
Attn: Jim Abrams

SECOND AMENDMENT TO ACCESS AND ENTRY EASEMENT AGREEMENT

THIS SECOND AMENDMENT TO ACCESS AND ENTRY EASEMENT AGREEMENT (this "Amendment") dated as of _____, 20__, is entered into by and between PARKMERCED OWNER LLC, a Delaware limited liability company, as successor-in-interest to PARKMERCED INVESTORS PROPERTIES LLC ("Grantor") and RCS-Brotherhood Way, LLC, a Colorado limited liability company ("Grantee"), as successor-in-interest to OLYMPIC VIEW REALTY, LLC, a Delaware limited liability company, upon acquisition of the Property by Grantee.

Recitals

- A. On September 30, 2005, Grantor, an 80% tenant-in-common interest, and W12/14 Wall Acquisition Associates LLC, a New York limited liability company ("W12/14"), a 20% tenant-in-common interest, collectively, as grantor, and Grantee entered into that certain Access and Entry Easement Agreement, recorded on October 3, 2005 as Document Number 2005-I046047 (the "Original Agreement"), as amended by that certain Amendment to Access and Entry Easement Agreement recorded on November 21, 2011 as Document Number 2011-J305995 (as amended, the "Easement Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned them in the Easement Agreement.
- B. Grantor (as successor-in-interest to W12/14's 20% tenant-in-common interest) is the owner of certain real property in the City and County of San Francisco, State of California, as more particularly described on Exhibit A attached hereto.
- C. Grantee is the owner of certain real property in the City and County of San Francisco, State of California, adjacent to the Grantor's Property, as more particularly described in Exhibit B attached hereto.
- D. Grantor and Grantee desire to make certain modification to the Easement Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the parties agree as follows:

1. Exhibit 1 attached to the Easement Agreement is hereby deleted in its entirety and replaced with Exhibit 1 attached to this Amendment.

2. Grantee acknowledges that the Easement Area is located in an area subject to future development, and that the locations of future buildings may conflict with all or portions of the Easement Area. If a future tentative map that includes all or a portion of the Easement Area is approved by the Director of the Department of Public Works, the parties shall cooperate to agree upon a relocated easement area which shall be located on Grantor's Property. In such event, Grantor shall deliver to Grantee a plat for the proposed location of the relocated easement area (the "Proposed Relocation"). Within fifteen (15) business days of Grantor's delivery of the Proposed Relocation, Grantee shall provide Grantor written correspondence either accepting or rejecting the Proposed Relocation; provided, however, that Grantee may only reject the Proposed Relocation on the basis of a lack of reasonable conformity with clauses (a) through (c) of this Section 2, and any rejection of the Proposed Relocation must include a substantive explanation regarding the lack of conformity. If Grantee fails to respond to Grantor within fifteen (15) business days of Grantor delivering the Proposed Relocation, then Grantor shall provide a second written notice to Grantee with the following statement in all caps, as follows: "SECOND NOTICE: IF YOU DO NOT RESPOND TO THIS NOTICE WITHIN FIVE (5) BUSINESS DAYS, THEN YOU WILL BE DEEMED TO HAVE CONSENTED TO THE REQUEST MADE BELOW." If Grantee fails to respond to the second notice timely, then the Proposed Relocation shall be deemed approved by Grantee. If Grantee rejects the Proposed Relocation, a meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt, in good faith, to negotiate a resolution of the dispute. If a settlement is not reached within thirty (30) days after a meeting between the parties, the issue shall be settled by arbitration. The parties further agree to cooperate reasonably and in good faith in the preparation of any documents necessary to accomplish the relocation of the Easement Area, and agree to promptly sign and deliver any such documents. Grantor shall give Grantee reasonable notice of the need for any necessary relocation. Grantee's consent to any proposed relocation shall not be unreasonably conditioned, delayed or denied, provided that the following requirements are met:

- a. The new proposed easement location shall provide access from Grantee's Property at the location where the current Easement Area abuts Grantee's Property (i.e., contiguous to the as-built location of the access stairways built on Grantee's Property, where applicable), to the same public street where the Easement Area to be relocated currently provides such access; provided, however, that the location on the public street may differ from its current location;
- b. Grantor shall bear all engineering, construction, recording and surveying costs of said relocation, and all other third party costs, except that each party shall be responsible for its own attorney's fees and title expenses with respect to the review of the proposed amendment to the easement and recordation thereof; and
- c. Such relocation shall be in strict compliance with all applicable legal requirements, codes, regulations, laws and statutes, including all necessary City approvals and permits.

3. Grantee acknowledges that Grantor may perform construction work in the Easement Area from time to time, and that Grantee's access to the Easement Area may occasionally be limited or prevented by such work. Subject to compliance with all applicable legal requirements, codes, regulations, laws and statutes, including all necessary City approvals and permits, in the event Grantee's access to the Easement Area is prevented for more than three (3) consecutive days or more than ten (10) days or portions of days in any given 60 day period (excluding de minimis or non-material obstruction of access), Grantor shall provide Grantee alternate access across Grantor's property for the benefit of the Brotherhood Property, upon Grantee's request, until such obstruction is removed from the Easement Area.

4. Subclause (b) of Section 2 of the Original Agreement is hereby deleted in its entirety and replaced with the following: "intentionally omitted, and".

5. At such time as Grantee conveys the last portion of the Grantee's Property to the homeowners association formed with respect to the Grantee's Property, then the current Grantee executing this amendment shall cease to have any rights, responsibilities or obligations under this Easement Agreement, and only such homeowner's association and/or the then current owners of the Grantee's Property shall have all rights, responsibilities and obligations under the Easement Agreement.

6. Except to the extent expressly provided herein, the Easement Agreement shall remain in full force and effect in accordance with its terms.


7. This Amendment may be executed in counterparts and all such counterparts, when taken together, shall constitute one and the same instrument. Any counterpart copy of this Amendment that is delivered by facsimile to any other party shall be deemed delivered by such sending party upon receipt thereby of a transmission report indicating that such counterpart has been received by the other party.

[The Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth above.

GRANTOR:

PARKMERCED OWNER LLC,
a Delaware limited liability company

By: 
Name: Seth Mallen
Title: VP

GRANTEE:

RCS-BROTHERHOOD WAY
a Colorado limited liability company

By: _____
Name: Sharon Eshima
Title: Manager

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth above.


GRANTOR:

PARKMERCED OWNER LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

GRANTEE:

RCS-BROTHERHOOD WAY
a Colorado limited liability company

By:  _____
Name: Sharon Eshima
Title: Manager

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 10.31.2017 before me, Grace Simpson, Notary Public (here insert name and title of the officer), personally appeared Seth Malien, 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 *Grace Simpson* (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

County of _____

On _____ before me _____, (here insert name and title of the officer), 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

County of _____

On _____ before me, _____ (here insert name and title of the officer), 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

County of Colorado Boulder

On November 3, 2017 before me Sarah Gehring Notary of public, (here insert name and title of the officer), personally appeared Sharon K. Bohman, 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 [Handwritten Signature] (Seal)

SARAH GEHRINGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144019672
MY COMMISSION EXPIRES MAY 22, 2018

EXHIBIT A
Grantor's Property

EXHIBIT B

Grantee's Property

EXHIBIT I
Easement Area



ENGINEERS
SURVEYORS
PLANNERS

October 23, 2017
BKF No. 20090086-54

**LEGAL DESCRIPTION
EXHIBIT A
BURDENED PROPERTY**

All that certain real property situated in the City and County of San Francisco, State of California, being all of Lot 4, Block 7331 and all of Lot 5, Block 7332 as shown in that "Certificate of Compliance" recorded February 03, 2006 as Document Number 2006-I122531-00, in the Office of the Recorder of the City and County of San Francisco, State of California.

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

Alex M. Calder, LLS 8863



10/23/2017

Dated

END OF DESCRIPTION



ENGINEERS
SURVEYORS
PLANNERS

October 23, 2017
BKF No. 20090086-54

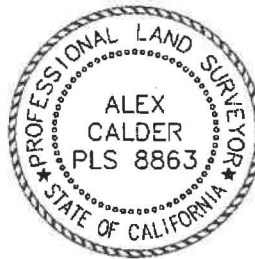
**LEGAL DESCRIPTION
EXHIBIT B
BENEFITED PROPERTY**

All that certain real property situate in the City and County of San Francisco, State of California, being all of that certain map entitled "FINAL MAP NO. 4875" filed for record in the Office of the Recorder of the City and County of San Francisco, State of California, and being more particularly described as follows:

All of Lot 1 through Lot 121, Lot A through Lot Z and Lot AA through Lot DD as shown on that certain Final Map No 4875, said map filed for record in the office of the County Recorder, City and County of San Francisco, State of California on April 16, 2014 as Document No. 2014-J864363-00, Book 123 of Survey Maps, pages 140-151.

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

Alex M. Calder, LLS 8863



10/23/2017

Dated

END OF DESCRIPTION



October 24, 2017
Project No. 20090086-54

**LEGAL DESCRIPTION
EXHIBIT 1
ACCESS EASEMENT
BLOCK 7331 AND BLOCK 7332**

All that certain real property situated in the City and County of San Francisco, State of California, being a portion of Lot 4, Block 7331 and Lot 5, Block 7332 as shown in that "Certificate of Compliance" recorded February 03, 2006 as Document Number 2006-I122531-00, in the Office of the Recorder of the City and County of San Francisco, State of California, and being more particularly described as follows:

AREA 1

BEGINNING at the westerly common corner of said Lot 4 and said Lot 5, as shown on said map (see sheet 12 of 20);

Thence along the northerly line of said Lot 4 and northeasterly along a curve to the left whose radius point bears North $07^{\circ}33'22''$ West, having a radius of 129.50 feet, through a central angle of $22^{\circ}52'59''$, for an arc length of 51.72 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence along said northerly line and continuing northeasterly along said curve through a central angle of $04^{\circ}25'44''$, for an arc length of 10.01 feet

Thence leaving said northerly line, South $34^{\circ}52'05''$ East, 32.23 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 59.50 feet, through a central angle of $48^{\circ}29'44''$, for an arc length of 50.36 feet;

Thence southwesterly, 22.35 feet along a compound curve, having a radius of 30.00 feet and a central angle of $42^{\circ}41'19''$;

Thence westerly, 30.38 feet along a compound curve, having a radius of 37.00 feet and a central angle of $47^{\circ}02'27''$;

Thence North $76^{\circ}38'34''$ West, 26.77 feet;

Thence South $82^{\circ}25'52''$ West, 15.53 feet;

Thence South $07^{\circ}33'22''$ East, 15.06 feet to the southern line of said Lot 4;

Thence along the southern line of said Lot 4, South $82^{\circ}26'01''$ West, 10.00 feet;



Thence leaving said southern line, North $07^{\circ}33'22''$ West, 25.06 feet;
Thence North $82^{\circ}25'52''$ East, 27.37 feet;
Thence South $76^{\circ}38'34''$ East, 28.62 feet to the beginning of a tangent curve to the left;
Thence along said curve having a radius of 27.00 feet, through a central angle of $47^{\circ}02'27''$, for an arc length of 22.17 feet;
Thence northeasterly, 14.90 feet along a compound curve, having a radius of 20.00 feet and a central angle of $42^{\circ}41'19''$;
Thence northerly, 41.90 feet along a compound curve, having a radius of 49.50 feet and a central angle of $48^{\circ}29'44''$;
Thence North $34^{\circ}52'05''$ West, 32.62 feet to the **TRUE POINT OF BEGINNING**.
Containing 1,926 square feet, more or less.

AREA 2

BEGINNING at a point on the northerly line of said Lot 4, as shown on said map (see sheet 17 of 20), at the southeasterly terminus of that certain curve shown as "R=129.500 feet $\Delta=45^{\circ}00'26''$, L=101.725 feet", said point being the beginning of a curve to the right, whose radius point bears North $02^{\circ}16'26''$ East;

Thence westerly along said curve having a radius of 68.50 feet, through a central angle of $22^{\circ}14'45''$, for an arc length of 26.60 feet to the **TRUE POINT OF BEGINNING** of this description, said point also being the beginning of a non-tangent curve to the left, whose radius point bears South $08^{\circ}53'29''$ East, a radial distance of 123.50 feet;

Thence along said curve having a radius of 123.50 feet, through a central angle of $26^{\circ}28'10''$, a distance of 57.05 feet;

Thence westerly, 28.03 feet along a reverse curve, having a radius of 60.00 feet and a central angle of $26^{\circ}46'10''$;

Thence westerly, 70.10 feet along a compound curve, having a radius of 109.50 feet and a central angle of $36^{\circ}40'45''$;

Thence South $29^{\circ}07'45''$ West, 8.02 feet;



ENGINEERS
SURVEYORS
PLANNERS

100+
YEARS

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Thence South $14^{\circ}20'57''$ West, 15.77 feet to the southerly line of said Lot 4;

Thence along said southerly line, North $77^{\circ}21'19''$ West, 10.00 feet;

Thence leaving said southerly line, North $14^{\circ}20'57''$ East, 17.37 feet;

Thence North $29^{\circ}07'45''$ East, 19.62 feet to the beginning of a non-tangent curve concave northerly, whose radius point bears North $33^{\circ}44'47''$ East;

Thence easterly along said curve having a radius of 99.50 feet, through a central angle of $42^{\circ}20'16''$, for an arc length of 73.52 feet;

Thence easterly, 23.36 feet along a compound curve, having a radius of 50.00 feet and a central angle of $26^{\circ}46'10''$;

Thence northeasterly, 50.19 feet along a reverse curve having a radius of 133.50 feet and a central angle of $21^{\circ}32'28''$ to the beginning of a non-tangent curve concave northeasterly, whose radius point bears North $37^{\circ}00'17''$ East;

Thence southeasterly along said curve having a radius of 68.50 feet, through a central angle of $12^{\circ}29'06''$, for an arc length of 14.93 feet being the **TRUE POINT OF BEGINNING**.

Containing 1,809 square feet, more or less.

AREA 3

BEGINNING at the northerly terminus of that certain course shown as " $N07^{\circ}33'48''W$ 186.625'" of Dedication Parcel 15 as shown in that "Irrevocable Offer of Dedication and Grant Deed", recorded September 01, 2017 as Document Number 2017-K509962;

Thence along the westerly line of said Dedication Parcel 15, South $07^{\circ}33'48''$ East, 31.82 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence continuing southerly along last said line, a distance of 21.90 feet;

Thence leaving said line, South $58^{\circ}22'39''$ West, 29.33 feet;

Thence South $88^{\circ}04'55''$ West, 72.91 feet to the beginning of a tangent curve to the right;



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Thence along said curve having a radius of 142.00 feet, through a central angle of $57^{\circ}13'51''$, for an arc length of 141.84 feet;

Thence northerly, 176.23 feet along a compound curve, having a radius of 200.00 feet and a central angle of $50^{\circ}29'08''$;

Thence North $15^{\circ}47'54''$ East, 126.67 feet to the westerly line of said Lot 4;

Thence along said westerly line, North $30^{\circ}26'01''$ East, 34.25 feet to that corner at the northerly terminus of that course shown as, "N $36^{\circ}26'01''$ E, 258.960 feet" as shown on said map (see sheet 17 of 20);

Thence leaving said corner, South $73^{\circ}43'34''$ East, 20.63 feet;

Thence South $30^{\circ}26'01''$ West, 36.73 feet;

Thence South $15^{\circ}47'54''$ West, 124.10 feet to the beginning of a tangent curve to the left;

Thence along said curve having a radius of 180.00 feet, through a central angle of $50^{\circ}29'08''$, for an arc length of 158.60 feet;

Thence southeasterly, 121.86 feet along a compound curve, having a radius of 122.00 feet and a central angle of $57^{\circ}13'51''$;

Thence North $88^{\circ}04'55''$ East, 67.61 feet;

Thence North $58^{\circ}22'39''$ East, 32.96 feet to the **TRUE POINT OF BEGINNING**.

Containing 11,231 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 parcels is attached herein and made a part hereof.



October 24, 2017
Project No. 20090086-54

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

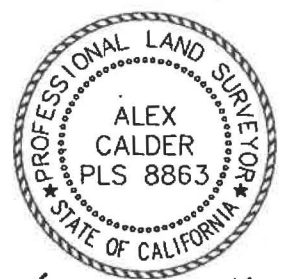
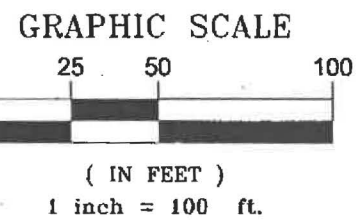
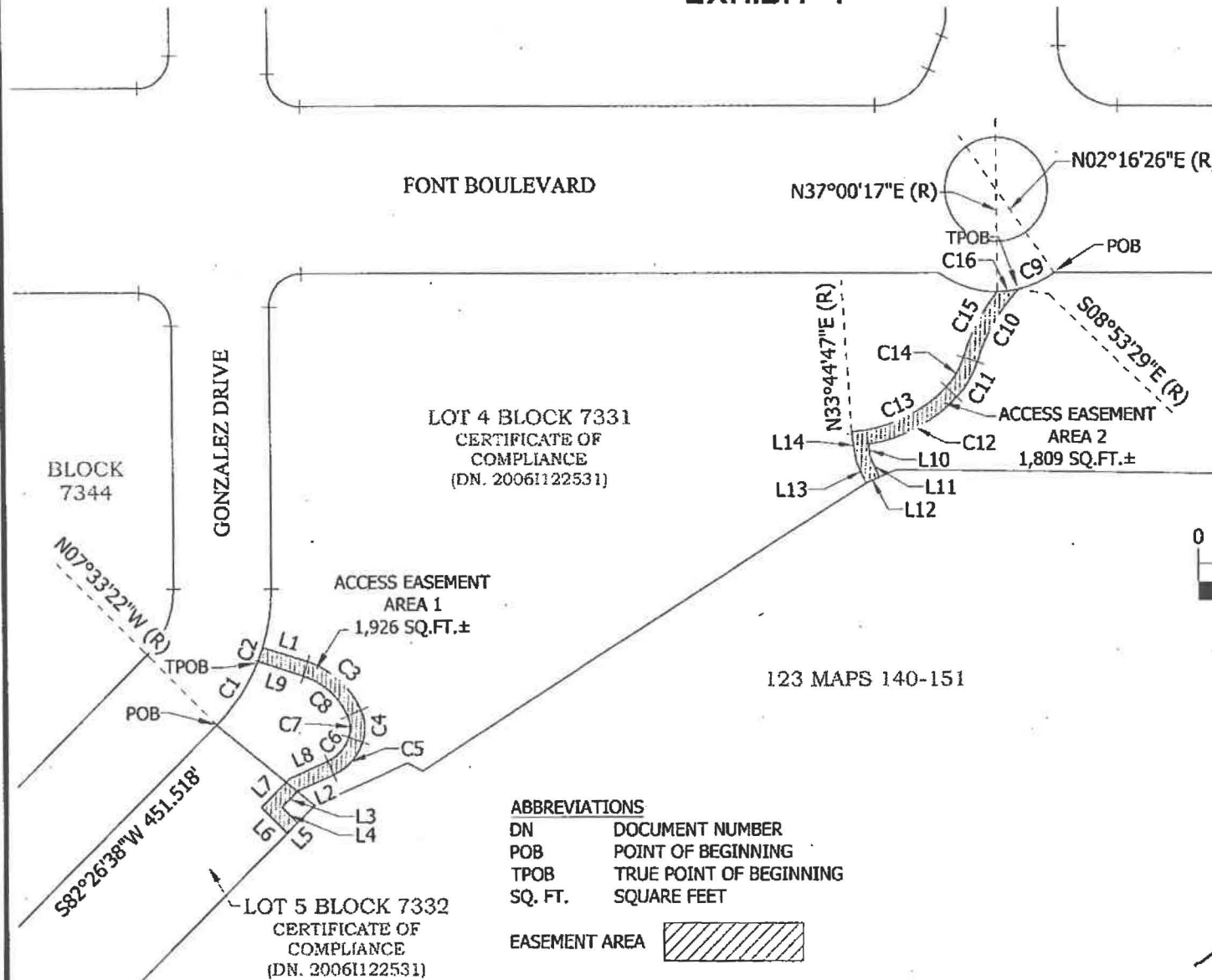
Alex M. Calder, LLS 8863



10/24/2017
Date

END OF DESCRIPTION

EXHIBIT 1



Alex Calder

ABBREVIATIONS
 DN DOCUMENT NUMBER
 POB POINT OF BEGINNING
 TPOB TRUE POINT OF BEGINNING
 SQ. FT. SQUARE FEET

EASEMENT AREA



255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

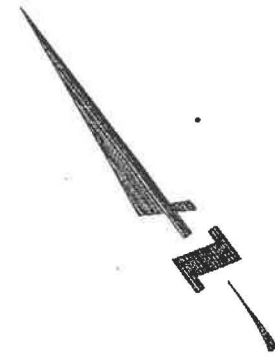
Subject EXHIBIT 1
 PLAT TO ACCOMPANY DESCRIPTION
 Job No. 20090086-54
 By DCJ Date 10/20/17 Chkd. AMC
 SHEET 6 OF 8

EXHIBIT 1

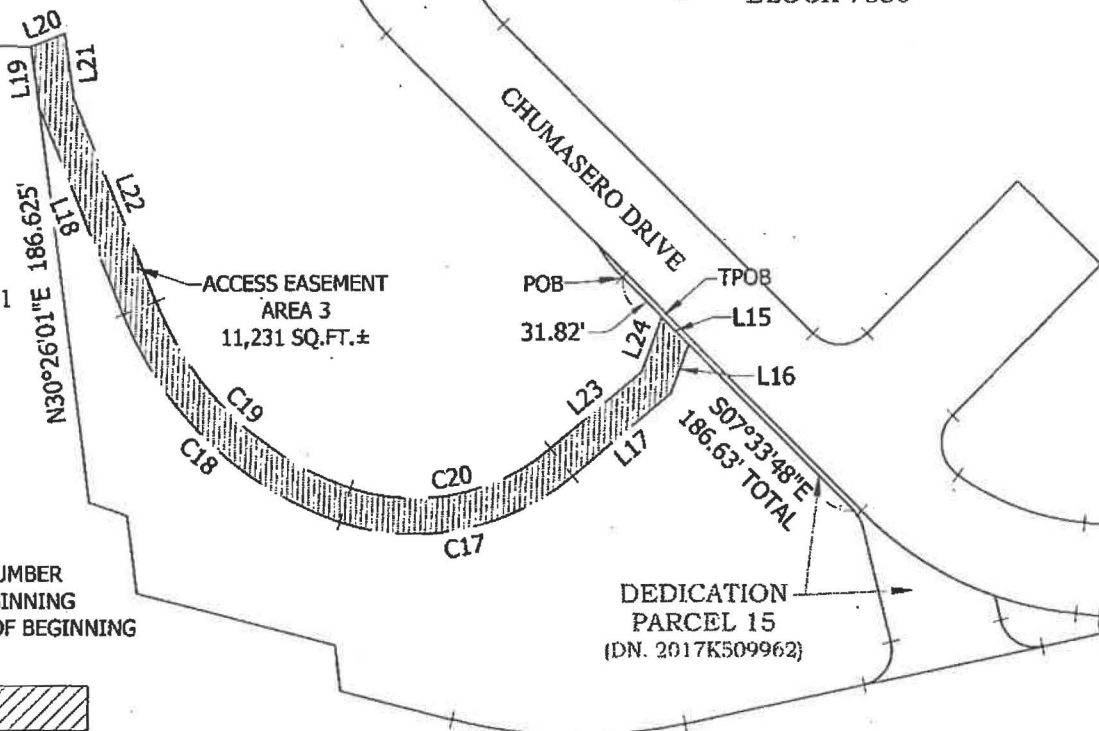
FONT BOULEVARD

LOT 4 BLOCK 7331
CERTIFICATE OF
COMPLIANCE
(DN. 20061122531)

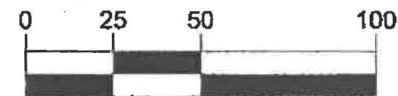
BLOCK 7330



123 MAPS 140-151



GRAPHIC SCALE



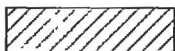
(IN FEET)

1 inch = 100 ft.

ABBREVIATIONS

DN DOCUMENT NUMBER
POB POINT OF BEGINNING
TPOB TRUE POINT OF BEGINNING
SQ. FT. SQUARE FEET

EASEMENT AREA



255 SHORELINE DR.
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject EXHIBIT 1
PLAT TO ACCOMPANY DESCRIPTION
Job No. 20090086-54
By DCJ Date 10/20/17 Chkd. AMC
SHEET 7 OF 8

EXHIBIT 1

Line Table		
Line #	Direction	Length
L1	S34° 52' 05"E	32.23'
L2	N76° 38' 34"W	26.77'
L3	S82° 25' 52"W	15.53'
L4	S07° 33' 22"E	15.06'
L5	S82° 26' 01"W	10.00'
L6	N07° 33' 22"W	25.06'
L7	N82° 25' 52"E	27.37'
L8	S76° 38' 34"E	28.62'
L9	N34° 52' 05"W	32.62'
L10	S29° 07' 45"W	8.02'
L11	S14° 20' 57"W	15.77'
L12	N77° 21' 19"W	10.00'

Line Table		
Line #	Direction	Length
L13	N14° 20' 57"E	17.37'
L14	N29° 07' 45"E	19.62'
L15	S07° 33' 48"E	21.90'
L16	S58° 22' 39"W	29.33'
L17	S88° 04' 55"W	72.91'
L18	N15° 47' 54"E	126.67'
L19	N30° 26' 01"E	34.25'
L20	S73° 43' 34"E	20.63'
L21	S30° 26' 01"W	36.73'
L22	S15° 47' 54"W	124.10'
L23	N88° 04' 55"E	67.61'
L24	N58° 22' 39"E	32.96'

Curve Table			
Curve #	Length	Radius	Delta
C1	51.72'	129.50'	022° 52' 59"
C2	10.01'	129.50'	004° 25' 44"
C3	50.36'	59.50'	048° 29' 44"
C4	22.35'	30.00'	042° 41' 19"
C5	30.38'	37.00'	047° 02' 27"
C6	22.17'	27.00'	047° 02' 27"
C7	14.90'	20.00'	042° 41' 19"
C8	41.90'	49.50'	048° 29' 44"
C9	26.60'	68.50'	022° 14' 45"
C10	57.05'	123.50'	026° 28' 10"
C11	28.03'	60.00'	026° 46' 10"
C12	70.10'	109.50'	036° 40' 45"
C13	73.52'	99.50'	042° 20' 16"
C14	23.36'	50.00'	026° 46' 10"
C15	50.19'	133.50'	021° 32' 28"
C16	14.93'	68.50'	012° 29' 06"
C17	141.84'	142.00'	057° 13' 51"
C18	176.23'	200.00'	050° 29' 08"
C19	158.60'	180.00'	050° 29' 08"
C20	121.86'	122.00'	057° 13' 51"



255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject EXHIBIT 1
 PLAT TO ACCOMPANY DESCRIPTION
 Job No. 20090086-54
 By DCJ Date 10/20/17 Chkd. AMC
 SHEET 8 OF 8