

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)

QUITCLAIM DEED

(Santos Street, Blythdale Avenue and Sunnydale Avenue associated with Final Map No. 12077
(Phase 3/Infrastructure Phase 1B-1C))

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. 22-19, adopted by the Board of Supervisors on February 5, 2019, and approved by the Mayor on February 15, 2019,

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. 22-19, 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 Sunnydale Avenue,

Blythdale Avenue, and Santos Street described in the Public Improvement Agreement between City and Sunnydale Phase 3 Infrastructure, LLC 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 _____, 2023.

CITY

CITY AND COUNTY OF
SAN FRANCISCO,
a municipal corporation

By: _____
Andrico Q. Penick
Director of Property

Recommended:

Department of Public Works

By: _____
Carla Short
Director

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Jessica Alfaro-Cassella
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)

Executed as of _____, 2023.

CITY

CITY AND COUNTY OF
SAN FRANCISCO,
a municipal corporation

By: _____
Andrico Q. Penick
Director of Property

Recommended:

Department of Public Works

By: _____
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APPROVED AS TO FORM:

DAVID CHIU, City Attorney

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State of California)
County of San Francisco)

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WITNESS my hand and official seal.

Signature

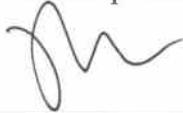
(Affix Seal)

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 (Santos Street, Blythdale Avenue and Sunnydale Avenue) dated _____, 2023, to the HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (the "**Authority**"), is hereby accepted on _____, 202_, 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 _____, 202_, 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:



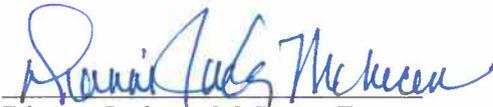
Germaine Tonia Lediju
Chief Executive Officer

Dated:

9/28, 2024

APPROVED AS TO FORM AND LEGALITY:

By:



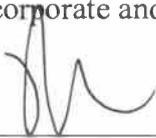
Dianne Jackson McLean, Esq.
Goldfarb & Lipman LLP
Special Legal Counsel to Authority

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

By:



Germaine Tonia Lediju
Chief Executive Officer

Dated:

9/20, 2024

APPROVED AS TO FORM AND LEGALITY:

By:



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

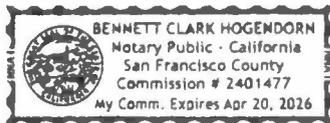
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF San Francisco)

On November 13, 2024, before me, Bennett Hogendorn, Notary Public, personally appeared Germaine Tonia Lediju aka Tonia Lediju 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.



A handwritten signature in black ink, appearing to read "B. Hogendorn".

Name: Bennett Hogendorn
Notary Public

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.

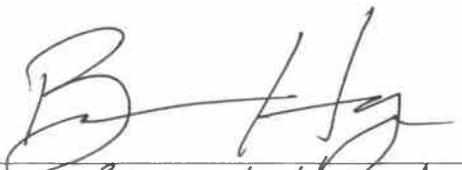
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)
COUNTY OF San Francisco)

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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.




Name: Bennett Hogendorn
Notary Public

TOGETHER WITH A PORTION OF THAT CERTAIN 3-FOOT WIDE UTILITY EASEMENT AS SHOWN ON SAID MAP OF SUNNYDALE LOW RENT HOUSING PROJECT, THAT IS ADJACENT TO THE RIGHT OF WAY LINES OF ABOVE DESCRIBED BLYTHDALE AVENUE AND SANTOS STREET.

PARCEL 5:

ALL THAT PORTION OF SUNNYDALE AVENUE (WIDTH VARIES), AS SAID STREET IS SHOWN ON THAT MAP ENTITLED, "MAP OF SUNNYDALE LOW RENT HOUSING PROJECT, SHOWING STREET OPENING", RECORDED DECEMBER 30, 1941, BOOK "O" OF MAPS, PAGE 57, OFFICIAL RECORDS, CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF THE SUBDIVISION BOUNDARY AS SHOWN THAT MAP ENTITLED, "FINAL MAP 12077", FILED _____, 2024, IN BOOK ____ OF FINAL MAPS, PAGES ____ THROUGH _____, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO; THENCE ALONG THE GENERAL WESTERLY LINE OF SAID FINAL MAP 12077, SOUTH 19°24'00" WEST 168.24 FEET, NORTH 70°36'00" WEST 32.00 FEET AND SOUTH 19°24'00" WEST 56.68 FEET TO THE NORTHERLY LINE OF SUNNYDALE AVENUE AND THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID LINE OF SUNNYDALE AVENUE, SOUTH 70°36'00" EAST 52.54 FEET; THENCE EASTERLY ALONG A TANGENT CURVE, CONCAVE TO THE SOUTH, WITH A RADIUS OF 325.00 FEET, THROUGH A CENTRAL ANGLE OF 17°04'00", AN ARC LENGTH OF 96.81 FEET; THENCE EASTERLY ALONG A REVERSE CURVE, CONCAVE TO THE NORTH, WITH A RADIUS OF 255.00 FEET, THROUGH A CENTRAL ANGLE OF 31°23'41", AND ARC LENGTH OF 139.73 FEET TO THE NORTHWEST CORNER OF LOT H, AS SAID LOT IS SHOWN ON THAT MAP ENTITLED, "FINAL MAP 11040", RECORDED APRIL 1, 2022, IN BOOK 2 OF FINAL MAPS, PAGES 95 THROUGH 99, INCLUSIVE, OFFICIAL RECORDS, CITY AND COUNTY OF SAN FRANCISCO; THENCE ALONG THE WESTERLY LINE OF SAID LOT H, SOUTH 04°35'00" WEST 70.44 FEET TO THE SOUTHERLY LINE OF SANTOS STREET; THENCE SOUTHWESTERLY ALONG SAID LINE, ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS SOUTH 09°20'21" EAST 200.00 FEET, THROUGH A CENTRAL ANGLE OF 18°42'07", AN ARC LENGTH OF 65.28 FEET TO SAID GENERAL WESTERLY LINE OF FINAL MAP 12077; THENCE ALONG SAID LINE, NORTH 19°24'00" EAST 93.48 FEET, NORTH 70°36'00" WEST 252.73 FEET AND NORTH 19°24'00" EAST 32.32 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 9,001 SQUARE FEET, MORE OR LESS.

TOGETHER WITH A PORTION OF THAT CERTAIN 3-FOOT WIDE UTILITY EASEMENT AS SHOWN ON SAID MAP OF SUNNYDALE LOW RENT HOUSING PROJECT, THAT IS ADJACENT TO THE RIGHT OF WAY LINES OF ABOVE DESCRIBED SUNNYDALE AVENUE AND SANTOS STREET.

END OF DESCRIPTION

PREPARED BY:
MARTIN M. RON ASSOCIATES, INC
SEPTEMBER 9, 2024

Bruce A. Gowdy

BRUCE A. GOWDY, P.L.S.
SUNNYDALE STREETS QUITCLAIM..DOCX
09-09-24



Exhibit A

LEGAL DESCRIPTIONS

[See attached]

Exhibit B

PLAT MAPS

[See attached]