

RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

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

No fee for recording pursuant to Government  
Code Section 27383

APN: 3180-201 through 3180-214

[Space Above for Recorder's Use]

## PUBLIC IMPROVEMENT AGREEMENT

### (Balboa Reservoir)

This PUBLIC IMPROVEMENT AGREEMENT (this “**Agreement**”) dated for reference purposes only as of \_\_\_\_\_, 2024, is entered into as of \_\_\_\_\_, 2024 (the “**Effective Date**”), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California (“**City**”) and BRIDGE HOUSING CORPORATION, a California nonprofit public benefit corporation (“**BRIDGE**” or “**Subdivider**”).

## RECITALS

A. Reservoir Community Partners, LLC (“**Reservoir**”), and City entered into that certain Development Agreement dated February 18, 2021, which recorded on March 10, 2021, in the Official Records of San Francisco County as Document No. 2021044095 (“**Development Agreement**”).

B. On November 30, 2021, an Assignment and Assumption Agreement relative to the Development Agreement (“**Development Agreement Assignment**”) was executed by and between Reservoir and BHC Balboa Builders, LLC, a California limited liability company (“**BHC LLC**”), in which Reservoir assigned to BHC LLC, and BHC LLC assumed Reservoir’s right, title, interest, burdens and obligations under the Development Agreement. The document was recorded in the Official Records of the City and County of San Francisco on December 28,

2021, as Document Number 2021189857. The Development Agreement and the Development Agreement Assignment shall be referred to collectively as the “**DA**”.

C. BRIDGE is the sole manager of BHC LLC and is the designated Subdivider under this Agreement. Pursuant to that certain DA, BHC LLC is engaged in subdividing and developing the property that is subject to proposed “Final Map No. 11177” (“**Final Map**”) consisting of approximately 17.605 acres, as shown therein and as described in Exhibit A-1 attached hereto (“**Property**”). A tentative subdivision map, entitled “Tentative Final Map 11177 Balboa Reservoir Mixed-Use Development Project” for residential and commercial condominium purposes (“**Tentative Map**”), for the proposed subdivision of the Property was approved by the Director of the Department of Public Works (“**Director**”, with references to Director also including the Director’s designee where authorized by law), acting as the advisory agency for purposes of the Subdivision Map Act (“**Advisory Agency**”), pursuant to Public Works Order No. 207308, subject to certain requirements and conditions contained in the Director’s Conditions of Approval dated November 10, 2022 (“**Conditions of Approval**”).

D. Pursuant to the San Francisco Subdivision Code (the “**Code**”) and the San Francisco Subdivision Regulations (“**Subdivision Regulations**”), the Tentative Map, and the Conditions of Approval, the Final Map irrevocably offers for dedication: (i) interests of real property (Lot J) for public street and utilities use, and (ii) public improvements from the Subdivider, as described herein. Lot J is also irrevocably offered for dedication by separate instrument as further described herein.

E. Pursuant to the DA, BHC LLC is obligated to construct horizontal infrastructure and public improvements on the street and utilities lots, as well as within the easement areas as shown on the Final Map. The infrastructure and public improvements contemplated for the Property are described in the Balboa Reservoir Master Infrastructure Plan (the “**Infrastructure Plan**”) attached to the DA and as may be amended from time to time, and the Balboa Reservoir Design Standards and Guidelines attached to the DA and as may be amended from time to time (the “**DSG**”), and the Tentative and Final Maps. Such public improvements are more particularly described in those certain improvement plans identified in Exhibit A-2 (as such plans may be amended or revised from time to time, the “**Plans and Specifications**”). The Plans and

Specifications for the Balboa Reservoir Project provide for the construction, installation and completion of the public improvements identified therein (the “**Required Infrastructure**”). The forms of infrastructure mentioned above collectively comprise the Required Infrastructure and the estimated costs of completing the Required Infrastructure are described in Exhibit B hereto (the “**Estimated Costs**”). Copies of the Plans and Specifications are on file with the San Francisco Department of Public Works (“**Public Works**”).

F. The Director will consider for approval, before the issuance of the Street Improvement Permit, certain exceptions and modifications to the Code and Subdivision Regulations pertaining to design and construction of the Balboa Reservoir Project Infrastructure that the Subdivider has requested and the affected City departments have tentatively approved.

G. The Code provides that before a final subdivision map or parcel map is approved by the City, the Subdivider shall have either (i) installed and completed all of the public improvements required by the City and detailed in the plans and specifications approved by the Director, or (ii) entered into an agreement with the City to install and complete, free of liens, all such public improvements within a definite period of time and provided appropriate security to ensure satisfactory completion of the work.

H. The City and the Subdivider desire to enter into this Agreement in order to permit the approval and recordation of the Final Map by the City (including the dedications contained therein), to implement the Conditions of Approval, and to simultaneously satisfy the security provisions of the Subdivision Map Act, the Code, and the DA.

I. Except as specifically defined herein, capitalized terms shall have the meaning given in (i) the Code, (ii) the DA, (iii) the Subdivision Regulations, and (iv) the Plans and Specifications.

NOW, THEREFORE, in order to ensure satisfactory performance by the Subdivider under the Code, Subdivider and the City agree as follows:

1. Recitals. The above recitals are true and correct, and are incorporated into this Agreement.

2. Subdivider's Obligations.

(a) Required Infrastructure. Subdivider shall, in good and workmanlike manner, furnish all necessary materials and complete the Required Infrastructure in conformity with the Plans and Specifications as described in Exhibit A-2. The Required Infrastructure shall also include various off-site improvements outside the boundary of the Final Map, such as the roadway and utility improvements to be located on existing Mayor Edwin M. Lee Avenue to the intersection of Ocean Avenue and along Diego Lane to Frida Kahlo Way.

(b) Completion. Subdivider shall complete the Required Infrastructure in accordance with Section 6(a) below on or within two (2) years following the recordation of the Final Map. The period of time provided in this condition may be extended upon application by Subdivider and approval by the Director pursuant to Section 4(b) below, or may be extended by operation of Sections 10(c) through (e) below. In reviewing such application for an extension of time, the Director shall consider reasonable construction, access and storage requirements for each adjacent project and subsequent projects.

(c) Other Required Documentation.

(i) Prior to the Director's submittal of this Agreement to the City's Board of Supervisors ("**Board of Supervisors**"), Subdivider has provided executed and recorded copies of all the documents, agreements and notices required pursuant to Exhibit C, unless deferred by the Director, in writing, until the time of a request for a Notice of Completion, pursuant to Section 6(a). Further, certain Tentative Map conditions have not been satisfied at the time of Final Map approval. The Director has determined that it is acceptable to defer compliance for the satisfaction of these conditions for purposes of the Subdivision Map Act, and the subject Tentative Map conditions and deferred compliance event for each condition is shown in Exhibit D.

(ii) At the time of request for a Notice of Completion, pursuant to Section 6(a), for the Required Infrastructure, Subdivider shall provide all documents required pursuant to Exhibit E and as reasonably requested by the City to enable the City's determination of completeness, plus any other material previously deferred by the Director in item (i) above,

unless deferred by the Director in writing until the time of a request for Acceptance pursuant to Section 6(b) below. In addition, the Subdivider shall furnish to Public Works and, if requested, the City Department of Building Inspection, as-built plans of the completed Required Infrastructure or portion thereof, in both electronic (in a reasonably current version of AutoCAD and/or another digital format acceptable to Public Works) and Mylar formats and any reports required by any related Plans and Specifications.

(iii) At the time of a request for Acceptance of the Required Infrastructure pursuant to Section 6(b), Subdivider shall provide all the documents required pursuant to Exhibit F and as reasonably requested by the City to enable the City's determination of Acceptance, plus any other materials previously deferred by the Director pursuant to subsections (i) and (ii) above. In addition, as part of compliance with this Section 2, Subdivider shall coordinate with the City and assist in the City's process for the subsequent dedication and Acceptance of the Required Infrastructure by (i) providing necessary maps, legal descriptions and plats for street openings, proposed easements and/or dedications for right of way or utility purposes and for relinquishment of existing rights of access and utilities associated with on-site and off-site development, and (ii) executing easement agreements or grant deeds or modifying existing easements or grant deeds consistent with the Conditions of Approval.

3. Improvement Security. Subdivider shall provide security as described herein. Subject to Subdivider being a nonprofit corporation in the State of California, City agrees that Subdivider, as an eligible nonprofit corporation under Section 66499.3(c) of the Government Code, shall not be required to comply with the bonding requirements set forth in Section 66499.3(a) and (b) of the Government Code, provided Subdivider requires its general contractor ("GC") to furnish and deliver to the Director bonds, in favor of the Subdivider with City as co-obligee, for the Subdivider's performance (Section 3(a)(i), below) and payment of labor and materials (Section 3(a)(ii), below), and provided the following conditions are satisfied:

(a) Security. Subdivider shall require its GC to furnish and deliver to the Director bonds, in favor of the Subdivider with City as co-obligee (for subsections (i) and (ii), below), and shall furnish and deliver to the Director, bonds in favor of the City (for subsection

(iii), below), each of which shall be approved by the City Attorney, from an issuer approved by the Director, securing the installation and completion of the Required Infrastructure as follows:

(i) Performance bonds in the amount of **\$28,954,700.00** (100% of estimated cost of completion of the construction and installation of Required Infrastructure, as determined by the DPW Director) to secure the satisfactory performance of Subdivider's obligations (to be attached as Exhibit G-1 once available); and

(ii) A payment bond or other acceptable security in the amount of **\$14,477,350.00** (50% of the estimated cost of completion of the Required Infrastructure, as determined by the Director) as guarantee of payment for the labor, materials, equipment, and services required for Required Infrastructure (to be attached as Exhibit G-2 once available).

(iii) Monument bonds in the total amount of **\$45,000.00**, representing 100% of the cost of installation of the monuments as guarantee of payment for the labor, materials, equipment, and services required for Required Monuments (Exhibit G-3). Subdivider posted monument bonds in accordance with Government Code Section 66496; the security arrangement described in Section 3(a) and (b) applies only to the security required by Sections 3(a)(i) and (ii), and does not apply to the monument bonds required by this Section 3(a)(iii).

(b) Additional Security. At the request of the Director, Subdivider shall timely require its GC to furnish and deliver to the Director evidence of additional bonds that include the City as a co-obligee, in compliance with subsections (a)(i) and (a)(ii), above, if the estimated cost to complete the construction and installation of Required Infrastructure increases beyond the original Security provided with this Agreement, whether it be due to construction contract change orders or increases in infrastructure scope, or to ensure the performance and payment bonds continue to equal no less than 100% and 50%, respectively, of the estimated cost of completion and installation of the Required Infrastructure, per subsections (a)(i) and (a)(ii), above. At the request of the Director, the Subdivider shall timely furnish and deliver to the Director additional bonds in compliance with subsection (a)(iii) above, if the estimated costs to complete the construction and installation of Monuments substantially increases beyond the original Security provided with this Agreement to ensure the monument bonds continue to equal no less than 100% of the cost of installation of the monuments, per subsection (a)(iii), above.

(c) Other Acceptable Security. In lieu of providing any of the security described in Section 3(a) above, Subdivider may, subject to the approval of the Director, provide other security as described in Section 66499 of the Government Code. Any security provided under Section 3(a) or this Section 3(c) shall be referred to collectively as the “**Security**”. As a result of funding timing constraints, Subdivider is unable to retain a GC to construct the Subdivider’s obligations at the time of Final Map approval, and is unable to provide the security required by Section 3(a)(i) and (ii) above until it has a contract with a GC. The Director has entered into a Memorandum of Agreement (“**MOA**”) with the San Francisco Mayor’s Office of Housing and Community Development (“**MOHCD**”) that commits MOHCD to provide at least 20% of the financing for the Subdivider’s obligations. The Director determines that the MOA temporarily provides the equivalent security to that of Government Code Section 66499(a)(3) because both departments are constituent parts of the City and County of San Francisco, and therefore, such a MOA is acceptable security in lieu of an actual instrument of credit. A copy of this MOA is attached hereto as Exhibit G-4. When the Subdivider posts the security specified in Sections 3(a)(i) and (ii) with the City and copies of such bonds are made part of this Agreement by an amendment approved by the Director, the MOA shall automatically terminate and there shall be no further requirement to amend this Agreement to reflect the change in security from that provided under this Section 3(c) to the bonds specified in Sections 3(a)(i) and (ii).

(d) Use of Security. If the Required Infrastructure is not completed within the time periods specified in Section 2(b) and such period is not extended by the City or as otherwise provided under this Agreement, or Subdivider has not satisfactorily corrected all deficiencies during the Warranty Period, the Security may, by resolution of the Board of Supervisors, be used by the City for completion of the Required Infrastructure in accordance with the Plans and Specifications and for the correction of any such deficiencies.

(e) DA Security. The security requirements of this Agreement shall be read and constructed in accordance with the requirements of the Code and the DA. Nothing in this Agreement shall alter the City or Subdivider’s rights and remedies under the DA or the security to be provided by Subdivider under the DA, except as provided in the DA.

4. Construction of the Required Infrastructure.

(a) Permits and Fees. Subdivider shall not perform any Required Infrastructure work until all required permits have been obtained for the portion of work involved, and all applicable fees, including inspection and testing fees, have been paid. In addition, no work shall commence until the Subdivider has submitted to the City and City has approved all required items described in Section 2(c) and any additional requirements of and authorizations specified in the Code, Subdivision Regulations, Conditions of Approval, and this Agreement, unless the Director, in his or her discretion, has granted a written deferral for one or more of these materials.

(b) Extensions. The Subdivider may request an extension of the time period specified in Section 2(b) for completion of the Required Infrastructure by written request to the Director. A request shall state adequate evidence to justify the extension, and shall be made upon Subdivider's determination that it cannot reasonably meet the deadline in the time remaining for completion. The Director may request additional information, and shall in good faith attempt to determine within thirty (30) days of the request whether to grant an extension of time. The Director's failure to respond within the time specified shall, however, not constitute either a grant or denial of the requested extension. The time for completion additionally shall be automatically extended for the number of days past thirty (30) during which a request for an extension is pending a determination by the Director, as well as during any Excusable Delay or Developer Extension, as provided in Section 10(c) – (e). The Director shall not unreasonably withhold a request for an extension. The Director may reasonably condition an extension subject to the terms of this Agreement and the conditions provided in the Code, including execution of an extension agreement and the extension of any security. No extension approved hereunder shall limit or relieve a surety's liability, or provide an extension on any future obligation under this Agreement or the DA, if applicable, (except as expressly stated in the approved extension).

(c) Revisions to Plans and Specifications. Requests by the Subdivider for revisions, modifications, or amendments to the approved Plans and Specifications (each a “**Plan Revision**”) shall be submitted in writing to the Director (with a copy to the Director's designee). Subdivider shall not commence construction of any proposed Plan Revision without approval by



Public Works and until revised plans have been received and approved by the Director (or the Director's designee), generally in the form of an Instructional Bulletin ("IB") to the approved Permit Plans and Specifications. If the Director or his or her designee approves an IB, such approval shall be considered the Director's approval for purposes of this Subsection.

(i) Any Infrastructure Plan amendments or other related documentation required for a Plan Revision shall be processed with reasonable promptness, and approval of the Plan Revision shall not be deemed final until the amendment or other documentation has been completed.

(ii) Any Plan Revision request, to be generally submitted as an IB to the approved Permit Plans and Specifications, shall be accompanied by (A) a statement explaining the need for or purpose of the proposed revision, and (B) drawings and specifications and other related documents showing the proposed Plan Revision in reasonable detail, consistent with the original Plans and Specifications.

5. Release of Security. The Security, or any portions thereof, not required to secure completion of Subdivider's obligation for construction or installation of the Required Infrastructure, to satisfy claims by contractors, subcontractors, and/or persons furnishing materials or equipment, or for setting monuments set forth on the Final Map (a form of bond for such monuments is appended hereto as Exhibit G-3), shall be released to the Subdivider, or its successors in interest, or reduced, pursuant to the procedures below as appropriate:

(a) One Year Warranty Bond. Upon the Director's issuance of a Notice of Completion for a portion of the Required Infrastructure in accordance with Section 6(a), the Security shall be reduced as to that portion of the Required Infrastructure in accordance with Section 1770 of the Code. As to that portion of the Required Infrastructure, the Security remaining following such reduction is referred to herein as the "**Remaining Security**," which term shall also refer to all Security remaining after any release under this Subsection following the Director's issuance of a Notice of Completion for the final portion of Required Infrastructure.

(b) Partial Release of Security. Notwithstanding the release provisions in Section 5(a) and except as provided in Sections 5(c), the Security may be reduced in conjunction

with completion of any portion of the Required Infrastructure to the satisfaction of the Director in compliance with Section 6(a) hereof by an amount determined by the Director that equals the actual cost of the completed portion of the Required Infrastructure. Prior to the date that the conditions set forth in Section 5(c) are satisfied, in no event, however, shall the amount of the Security be reduced below the greater of (i) the amount required to guarantee the completion of the remaining portion of the Required Infrastructure and any other obligation imposed by the Subdivision Map Act, the Code or this Agreement; or (ii) ten percent (10%) of the original amount.

(c) Release of Remaining Security. Remaining Security shall be released when all of the following have occurred:

(i) One (1) year following the date of Acceptance (as defined below) of (or, as appropriate, a Certificate of Conformity) regarding the relevant portion of the Required Infrastructure, or, with respect to any specific claim of defects or deficiency in Required Infrastructure after such has been Accepted, one (1) year following the date that any such defect or deficiency which the Director identified in the Required Infrastructure in accordance with Section 9(a) has been corrected or waived in writing by the Director; and

(ii) The Clerk of the Board of Supervisors (or the Clerk's designee) certifies that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the Required Infrastructure have been filed against the City, all such claims have been satisfied, withdrawn, or otherwise secured by bond or other security approved by the Director (or the Director's designee).

## 6. Completion and Acceptance.

(a) Director's Inspection. No sooner than ninety (90) days prior to the date that Subdivider intends to request the Director issue a Notice of Completion, Subdivider shall make a written request to the Director of the Subdivider's intent to initiate the Notice of Completion process ("**Letter of Intent to Request Notice of Completion**"). Upon written request from the Subdivider for a "**Notice of Completion**" as defined in the Code, accompanied with any and all materials that are required under Section 2(c)(iii) related to the Notice of

Completion and any other materials that the Director deferred in writing at the time of approval of this Agreement (other than those materials that the Director has deferred until Acceptance), the Director shall initiate the inspection. If the Subdivider fails to submit a Letter of Intent to Request Notice of Completion, the Director need not consider the Subdivider's request for the Director's issuance of a Notice of Completion until such a Letter of Intent to Request Notice of Completion is submitted to the Director and ninety (90) days have passed from the submission of the Letter; provided, however, that the Director, in his or her discretion, may agree in writing to a period of less than ninety (90) days from receipt of the Letter to consider issuance of a Notice of Completion. Upon completion of inspection, if the Director determines that the Required Infrastructure is ready for its intended use and completed in substantial conformity with the Permit Plans and Specifications, approved IBs, and applicable City Regulations, the Director shall issue the Notice of Completion. If the Director determines that the Required Infrastructure has not been completed or does not satisfy the above requirements, the Director shall notify Subdivider of such determination together with a statement setting forth with particularity the basis for that determination and a comprehensive set of comments documenting corrections necessary to render the Required Infrastructure ready for its intended use and substantially complete for purposes of conformance with the Permit Plans and Specifications, approved IBs, and applicable City Regulations ("**Incompleteness Determination**").

(b) Acceptance. "**Acceptance**" by the City of the Required Infrastructure, or portion thereof, for public use and maintenance shall be deemed to have occurred when:

(i) The Director has issued a Notice of Completion for the Required Infrastructure, or portion thereof in accordance with Section 6(a);

(ii) The Subdivider submits a written request to the Director to initiate acceptance legislation or other appropriate action, before the Board of Supervisors as appropriate. Such submission shall include any and all materials for which the Director authorized deferral under Section 2(c); and

(iii) The Board of Supervisors by ordinance or other appropriate action, accepts the Required Infrastructure, or portion thereof, for public use and maintenance in

accordance with the provisions of San Francisco Administrative Code Section 1.52 and Subdivider's maintenance and warranty obligations under Section 9(a) of this Agreement.

(c) Offers of Dedication. The owners' statements of the Final Map include or shall include certain irrevocable offers of dedication of improvements, easements shown only on the map, easements by agreement, and real property in fee simple. In addition, the offers of dedication of improvements shall be made by separate instrument(s); the offers of dedication of real property in fee simple shall be made by separate instrument(s) and separate grant deed(s) or quitclaim deed(s), as applicable; and the offers of dedication of easements shall be made by separate instrument(s). The Board of Supervisors shall accept, conditionally accept, or reject such offers. The City, at its discretion, may accept these easements at its convenience through formal action of the Board of Supervisors or as otherwise provided in local law. The Board of Supervisors shall also by ordinance accept, conditionally accept, or reject for public right-of-way and utility purposes the Required Infrastructure (or a portion of the Required Infrastructure) in accordance with Subsection 6(b). The Final Map includes certain offers of dedication as more particularly set forth therein. Upon the Director's issuance of a Notice of Completion for the Required Infrastructure, or portion thereof, in accordance with Section 6(a) of this Agreement, the Board of Supervisors shall by ordinance or other appropriate action accept, conditionally accept, or reject such offers.

(d) Dedication. In addition to accepting improvements, the City shall dedicate the Required Infrastructure to public use and shall designate them for their appropriate public uses.

7. Subdivider's Maintenance Responsibility.

(a) General Maintenance and Liability Prior to Acceptance. Prior to Acceptance, Subdivider shall be responsible for the maintenance and repair of the Required Infrastructure and shall bear the liability regarding the same consistent with the Code.

(b) Maintenance and Liability Following Acceptance. Following Acceptance, and subject to Sections 7(c) and 9(a), the City shall assume the responsibility of operating and maintaining and shall be liable for such Accepted Required Infrastructure. City shall indemnify

Subdivider and its officers, agents and employees from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims by third parties (“Losses”) to the extent first arising from and after City’s Acceptance of any applicable portion of the Required Infrastructure, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except to the extent such Loss is the result of the active negligence or willful misconduct of Subdivider. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs, and the City’s cost of investigating any claims against the City. Without limiting the generality of the foregoing, nothing in this Agreement shall be construed to mean that Subdivider is responsible (or that City shall have right to call upon the Security) for the repair, replacement, restoration, or maintenance of the Required Infrastructure damaged by the actions of third parties following Acceptance by the City or by ordinary wear and tear or harm or damage from improper maintenance or operation of the Required Infrastructure by the City, its agents or its agencies.

(c) Protection of Required Infrastructure. Subdivider may, but shall not be obligated to, allow access by the public to portions of the Required Infrastructure that have been constructed but not Accepted for purposes of providing public access to completed vertical developments that may be issued a Temporary Certificate of Occupancy ahead of the Acceptance of the Required Infrastructure, or to facilitate public access through the Property to adjacent properties and streets. In order to protect the Required Infrastructure from damage and to minimize Subdivider’s exposure to liability until such time as the applicable Required Infrastructure, or portion thereof, is Accepted, Subdivider may erect a construction fence or other physical barrier around areas under construction, to be constructed in the future, or constructed but not Accepted, provided that Subdivider has procured all necessary permits and complied with all applicable laws. However, no construction fence or other physical barrier may be built or maintained if the Director determines that a construction fence or other physical barrier adversely affects public health or safety by unreasonably restricting the ingress and egress of the public to and from a public right of way. For purposes of the preceding sentence, if there exists an alternative means of ingress and egress other than the Required Infrastructure, then the Director may not determine that the construction fence or other physical barrier constitutes an unreasonable restriction of ingress and egress of the public to and from a public right of way.

8. Intentionally Deleted.

9. Warranty and Indemnity.

(a) Warranty. Acceptance of Required Infrastructure by the City shall not constitute a waiver of any defects. Subdivider covenants that all Required Infrastructure constructed or installed by Subdivider shall be free from defects in material or workmanship and shall perform satisfactorily for a period (a “**Warranty Period**”) of two (2) years for all portions of the Required Infrastructure. Such Warranty Period shall begin upon the issuance of a Notice of Completion for the Required Infrastructure (or portion thereof) as specified in Section 1751.2 of the Code, except that the Warranty Period for plant materials and trees planted as part of the Required Infrastructure shall not commence until the later of: (1) the Director issues a Notice of Completion, or (2) the Director receives a certification from the City’s Construction Manager upon recommendation from the Subdivider’s Engineer of Record or Landscape Architect of Record that a plant establishment period set in accordance with the Permit Plans and Specifications has passed. During the Warranty Period, Subdivider shall, as necessary, and upon receipt of a request in writing from the Director that the work be done, inspect, correct, repair or replace any defects in the Required Infrastructure at its own expense. The Subdivider shall provide an extended Warranty Period for the repaired or replaced work for a period satisfactory to the Director, not to exceed an additional two (2) years from the date the repaired or replaced work is inspected and deemed corrected. Should Subdivider fail to act with reasonable promptness to make such inspection, correction, repair or replacement, or should an emergency require that inspection, correction, repair or replacement be made before Subdivider can be notified (or prior to Subdivider’s ability to respond after notice), the City may, at its option, upon notice to Subdivider, make the necessary inspection, correction, repair or replacement or otherwise perform the necessary work and Subdivider shall reimburse the City for the actual cost thereof. During the Warranty Period, the City shall hold the Subdivider’s Security, reduced as described in Section 5, to secure performance of Subdivider’s foregoing warranty obligations. Subdivider’s responsibility during the Warranty Period shall include repairing defects and defective material or workmanship, but not ordinary wear and tear or harm or damage from improper maintenance or operation of the Required Infrastructure by the City, its agents or agencies.

(b) Indemnity. For purposes of this Subsection, any capitalized term shall be defined consistent with the DA, except that references to “Developer” shall mean “Subdivider” as defined in this Agreement, and references to “this Agreement” shall refer to this Public Improvement Agreement (Balboa Reservoir). Consistent with the DA, the indemnity provided in Section 4.7 of the DA shall apply to all work performed under this Agreement. DA Section 4.7 is reproduced in its entirety herein and made a part of this Agreement; such incorporation shall not limit, replace or alter the effect of DA Section 4.7. In the event of any difference between the text of DA Section 4.7-and the reproduction herein, the DA as executed shall govern.

Section 4.7 of the DA:

Indemnification of City. Developer shall indemnify, reimburse, and hold harmless the City and its officers, agents and employees (the “**City Parties**”) from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims (“**Losses**”) [to the extent] arising or resulting directly or indirectly from (i) any third party claim arising from a Default by Developer under this Agreement, (ii) Developer's failure to comply with any Approval, Later Approval or Non-City Approval, (iii) the failure of any improvements constructed pursuant to the Approvals or Later Approvals to comply with any Federal or State Laws, the Existing Standards or any permitted New City Laws, (iv) any accident, bodily injury, death, personal injury, or loss of or damage to property occurring on the Project Site (or the public right of way adjacent to the Project Site) in connection with the construction by Developer or its agents or contractors of any improvements pursuant to the Approvals, Later Approvals or this Agreement, (v) a Third-Party Challenge instituted against the City or any of the City Parties, (vi) any dispute between Developer, its contractors or subcontractors relating to the construction of any part of the Project, and (vii) any dispute between Developer and any Transferee or any subsequent owner of any of the Project Site relating to any assignment of this Agreement or the obligations that run with the land, or any dispute between Developer and any Transferee or other person relating to which party is responsible for performing certain obligations under this Agreement, each regardless of the negligence of and regardless of whether liability without fault is

imposed or sought to be imposed on the City or any of the City Parties, except to the extent that any of the foregoing indemnification obligations is void or otherwise unenforceable under applicable Law, and except to the extent such Loss is the result of the negligence or willful misconduct of the City Parties. The foregoing indemnity shall include, without limitation, reasonable attorneys' fees and costs and the City's reasonable cost of investigating any claims against the City or the City Parties. All indemnifications set forth in this Agreement shall survive the expiration or termination of this Agreement, to the extent such indemnification obligation arose from an event occurring before the expiration or termination of this Agreement. To the extent the indemnifications relate to Developer's obligations that survive the expiration or termination of this Agreement, the indemnifications shall survive for the term of the applicable obligation plus four (4) years.

(c) Limitation on City Liability. The City shall not be an insurer or surety for the design or construction of the Required Infrastructure pursuant to the approved Plans and Specifications, nor shall any officer or employee thereof be liable or responsible for any accident, loss, or damage happening or occurring during the construction of the Required Infrastructure as specified in this Agreement, except as may arise due to the negligence or willful acts or omissions of the City or any officer or employee thereof.

10. Miscellaneous.

(a) Final Map Recordation. The City, in accordance with the Code, shall record the Final Map with the County Clerk in the Official Records of the City and County of San Francisco promptly upon Board of Supervisors' approval of the Final Map. The City shall notify Subdivider of the time of recordation. In the event the Final Map is not recorded within fifteen (15) days of approval through no fault of the City, this Agreement shall be null and void.

(b) Independent Contractor. In performing its obligations under this Agreement, the Subdivider is an independent contractor and not an agent or employee of the City.



(c) Litigation Extension and Excusable Delay. All time periods in this Agreement shall be extended for a Litigation Extension or an Excusable Delay as defined in Section 11.5 of the DA, which is reproduced in its entirety below. For purposes of this Subsection, any capitalized term shall be defined consistent with the DA, except that references to “Developer” shall mean “Subdivider” as defined in this Agreement, and references to “this Agreement” shall refer to this Public Improvement Agreement (Balboa Reservoir). In the event of any difference between the text of DA Section 11.5 and the reproduction herein, the DA as executed shall govern.

11.5 Extension Due to Legal Action or Referendum; Excusable Delay.

11.5.1 Litigation and Referendum Extension. If any litigation is filed challenging this Agreement or any of the Approvals described on Exhibit E (the “**Initial Approvals**”) and it directly or indirectly delays this Agreement or any such Initial Approval, or if this Agreement or any of the Initial Approvals is suspended pending the outcome of an electoral vote on a referendum, then the Term of this Agreement and the effectiveness of the Initial Approvals (starting from the date of the initial grant of the Initial Approval) shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension to the end of such litigation or suspension (a “**Litigation Extension**”). The Parties shall document the start and end of a Litigation Extension in writing within thirty (30) days from the applicable dates.

11.5.2 Excusable Delay. “**Excusable Delay**” means the occurrence of an event beyond a Party’s reasonable control which causes such Party’s performance of an obligation to be delayed, interrupted or prevented, including, but not limited to: changes in Federal or State Laws; strikes or the substantial interruption of work because of labor disputes; inability to obtain materials; freight embargoes; civil commotion, war or acts of terrorism; inclement weather, fire, floods, earthquakes, or other acts of God; epidemics or quarantine restrictions; litigation; unforeseen site conditions (including archaeological resources or the presence of hazardous materials); or the failure of any governmental agency, public utility or communication service provider to issue a permit, authorization, consent or

approval required to permit construction within the standard or customary time period for such issuing authority following Developer's submittal of a complete application for such permit, authorization, consent or approval, together with any required materials. In addition, “**Excusable Delay**” includes Economic Delay. “**Economic Delay**” means a significant decline in the residential real estate market, as measured by a decline of more than two percent (2%) in the Home Price Index during the preceding twelve (12) month period, or by any period in which the rolling average of the previous two annual averages of either the ENR-CCI or the ENR-BCI is above four percent (4%). Economic Delay shall commence upon Developer’s notification to the City of the Economic Delay (together with appropriate backup evidence). An Economic Delay triggered by the Home Price Index shall continue prospectively on a quarterly basis and remain in effect until the earlier of (i) the Home Price Index increases for three (3) successive quarters, or (ii) the Home Price Index returns back to the level it was at when the Economic Delay began. An Economic Delay triggered by an ENR Index shall continue until the earlier of (i) the rolling average of the previous two annual averages of the applicable ENR Index is below two percent (2.0%), or (ii) the ENR Index returns back to the level it was at when the Economic Delay began. “**Home Price Index**” means the quarterly index published by the Federal Housing Finance Agency representing home price trends for the San Francisco Metropolitan Statistical Area (comprising San Francisco, San Mateo, and Marin counties). “**ENR-CCI**” means the Engineering News Report Construction Cost Index (ENR-CCI) for San Francisco. “**ENR-BCI**” means the Engineering News Report Building Cost Index (ENR-BCI) for San Francisco. “**ENR Index**” means the ENR-CCI or ENR-BCI, as applicable. If either the Home Price Index or an ENR Index is discontinued, Developer and the City shall approve a substitute index that tracks the residential market with as close a geography to the San Francisco Metropolitan Statistical Area as possible. Excusable Delay shall not include delays resulting from the rejection of permit, authorization or approval requests based upon Developer's failure to satisfy the substantive requirements for the permit, authorization or approval request. Notwithstanding anything to the

contrary above, the following shall not be Excusable Delay: (1) the lack of credit or financing, unless such lack is the result of Economic Delay; or (2) the appointment of a receiver to take possession of the assets of Developer, an assignment by Developer for the benefit of creditors, or any other action taken or suffered by Developer under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute. In the event of Excusable Delay, the Parties agree that (i) the time periods for performance of the delayed Party's obligations impacted by the Excusable Delay shall be strictly limited to the period of such delay, interruption or prevention and the delayed Party shall, to the extent commercially reasonable, act diligently and in good faith to remove the cause of the Excusable Delay or otherwise complete the delayed obligation, and (ii) following the Excusable Delay, a Party shall have all rights and remedies available under this Agreement if the obligation is not completed within the time period as extended by the Excusable Delay. If an event which may lead to an Excusable Delay occurs, the delayed Party shall notify the other Party in writing of such occurrence as soon as possible after becoming aware that such event may result in an Excusable Delay, and the manner in which such occurrence is likely to substantially interfere with the ability of the delayed Party to perform under this Agreement.

(d) Developer Extension. All time periods in this Agreement shall be extended for the period of any “**Developer Extension**”. “Developer Extension” shall mean a “Litigation Extension” or “Excusable Delay” as defined in Section 11.5 of the DA (which is reproduced in Section 10(c) of this Agreement) and subject to compliance with the Mitigation Measures (as defined in the DA). In the event of any difference between the text of DA Section 11.5 and the reproduction herein, the DA as executed shall govern.

(e) Notification for Invocation of Developer Extension. In the event that Subdivider invokes the Developer Extension, Subdivider shall promptly provide written notice to the Director. The notice required under this Subsection shall identify the nature of the extension and the length of the extension with respect to Subsection 2(b) of this Agreement.

(f) Attorneys' Fees. Should any party hereto institute any action or proceeding in court or other dispute resolution mechanism (“**DRM**”) to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party, court or DRM costs or expenses incurred by the prevailing party including, without limitation, expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as the court or DRM may adjudge to be reasonable attorneys' fees for the services rendered the prevailing party in such action or proceeding. Attorneys' fees under this Section 10(f) include attorneys' fees on any appeal.

For purposes of this Agreement, reasonable fees of attorneys and any in-house counsel for the City or the Subdivider shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for which the City's or the Subdivider's in-house counsel's services were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the City, or, in the case of the Subdivider's in-house counsel, as employed by the outside counsel for the Subdivider.

(g) Notices.

(i) A notice or communication under this Agreement by either party to the other (or by or to the Director) shall be sufficiently given or delivered if dispatched by hand or by registered or certified mail, postage prepaid, addressed as follows:

In the case of a notice or communication to the Director of Public Works:

Director of Public Works  
City and County of San Francisco  
49 South Van Ness Avenue, Suite 1600  
San Francisco, CA 94103  
Attn: Denny Phan, Infrastructure Task Force  
Reference: Balboa Reservoir Project

With copies to:

Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Attn: Land Use Team  
Reference: Balboa Reservoir Project

San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 13<sup>th</sup> Floor  
San Francisco, CA 94102  
Attn: Molly Petrick  
Reference: Balboa Reservoir Project

And in the case of a notice or communication to the Subdivider:

BHC Balboa Builders, LLC  
c/o BRIDGE Housing Corporation  
350 California Street, Suite 1600  
San Francisco, CA 94104  
Attn: Andrew Johnson  
Email: [anjohnson@bridgehousing.com](mailto:anjohnson@bridgehousing.com)

With copies to:

Lubin Olson & Niewiadomski LLP  
600 Montgomery Street, 14th Floor  
San Francisco, CA 94111  
Phone: (415) 955-5029  
Attn: Charles R. Olson and Carolyn J. Lee  
Email: [colson@lubinolson.com](mailto:colson@lubinolson.com) and [cllee@lubinolson.com](mailto:cllee@lubinolson.com)

Every notice given to a party hereto, pursuant to the terms of this Agreement, must state (or must be accompanied by a cover letter that states) substantially the following:

(A) the Section of this Agreement pursuant to which the notice is given and the action or response required, if any;

(B) if applicable, the period of time within which the recipient of the notice must respond thereto;

(C) if approval is being requested, shall be clearly marked “Request for Approval under the Balboa Reservoir Public Improvement Agreement”; and

(D) if a notice of disapproval or an objection which requires reasonableness, shall specify with particularity the reasons therefor.

(ii) Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

(iii) Any notice or request for review, consent, or other determination or action by the Director shall display prominently on the envelope enclosing such request (if any) and the first page of such request, substantially the following words: “BALBOA RESERVOIR INFRASTRUCTURE: IMMEDIATE ATTENTION REQUIRED.”

(h) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto (as set forth in the DA), and upon such transfer, the Subdivider shall be released from its obligations hereunder. Any assignment of Subdivider’s rights and obligations under this Agreement shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned and shall be subject to the reasonable approval of the Director; provided, however, that if Subdivider assigns its rights under the DA as “Developer” (as defined therein as it relates to the affected real property), an assignment of this Agreement to the same assignee shall not require the Director’s approval so long as: (1) Subdivider provides notice of the intended transfer to the Director within five days of providing any required notice to the City under the DA; (2) Subdivider provides to the Director a copy of the executed DA assignment and assumption (which includes the transfer of rights and obligations under this Agreement); (3) the assignee provides replacement bonds that are consistent with Exhibits G-1, G-2 and G-3 in the amount required to secure any remaining obligations; and (4) the assignee provides proof of adequate insurance in the amount previously provided by Subdivider and by an insurer with an equal or better credit rating; and (5) the

assignee has obtained all real estate rights and can satisfy all other conditions required to complete the work contemplated by this Agreement.

(i) Development Agreement. The City shall cooperate with the Subdivider consistent with the terms of the DA, including, without limitation, in obtaining applicable approvals required for the construction of the Required Infrastructure.

(j) Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by another party, or the failure by a party to exercise its rights upon the default of another party, shall not constitute a waiver of such party's right to insist upon and demand strict compliance by the other party with the terms of this Agreement thereafter.

(k) Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Subdivider, any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof; and all covenants, conditions, promises, and agreements in this Agreement contained by or on behalf of the City or the Subdivider shall be for the sole and exclusive benefit of the named parties.

(l) Amendment. This Agreement may be amended, from time to time, by written supplement or amendment hereto and executed by the City and the Subdivider. The Director of Public Works is authorized to execute on behalf of the City any amendment that the Director determines is in the City's best interests and does not materially increase the City's obligations or materially diminish the City's rights under this Agreement.

(m) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

(n) Interpretation of Agreement. Unless otherwise provided in this Agreement or by applicable law, whenever approval, consent or satisfaction is required of the Subdivider or the City under this Agreement, it shall not be unreasonably withheld or delayed. Nothing in this Agreement limits the scope of review and certification of completed improvements required under Section 1751.2(b) of the Code. Captions used in this Agreement

are for convenience or reference only and shall not affect the interpretation or meaning of this Agreement.

This Agreement shall in no way be construed to limit or replace any other obligations or liabilities which the parties may have in the DA.

11. Insurance. Subdivider shall, at all times prior to Acceptance of the Required Infrastructure, comply with the insurance requirements set forth in the DA and/or any applicable Permit to Enter. Subdivider shall furnish to the City from time to time upon request by the City's Risk Manager certificate of insurance (and/or, upon request by the City's Risk Manager a complete copy of any policy) regarding each insurance policy required to be maintained by Subdivider.

12. Recording.

(a) Recording Agreement. The Parties to this Agreement acknowledge that this Agreement shall be recorded against the title of the Property.

(b) Purpose and Effect of Recording. This Agreement shall be recorded for the purpose of providing constructive notice to any future owner of the Property of Subdivider's obligations and responsibilities under Sections 2 and 7, respectively. This Agreement shall not be interpreted as creating a lien or security interest against any parcel against which it is recorded, or to effect any secured interest now or in the future, as the obligations hereunder are personal to Subdivider and its successors and assigns as may be authorized pursuant to Section 10(i).

(c) Notice of Termination. At the time all the obligations and requirements specified in this Agreement are fully satisfied as determined by the Director of Public Works in consultation with affected City departments, the Parties shall record a Notice of Termination, a form of which is contained in Exhibit H. Alternatively, Subdivider may request the Director's authorization to record a Notice of Termination with respect to an individual parcel. In evaluating such a request, approval of which shall be in the Director's reasonable discretion, the Director shall consider with respect to Required Infrastructure necessary to serve the parcel, whether: (i) all Required Infrastructure has been completed and accepted by the City, as



applicable; (ii) all corresponding bond amounts have been released; (iii) all defects and punch list items have been addressed; and (iv) all warranty and guarantee periods have terminated.

IN WITNESS WHEREOF, the City, and Subdivider have executed this Agreement in one or more copies as of the day and year first above written.

[SIGNATURES ON NEXT PAGE]

**SUBDIVIDER**

BRIDGE HOUSING CORPORATION, a  
California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY AND COUNTY OF SAN FRANCISCO

\_\_\_\_\_  
By: Carla Short  
Its: Director of Public Works

APPROVED AS TO FORM:

DAVID CHIU  
CITY ATTORNEY

\_\_\_\_\_  
John Malamut  
Deputy City Attorney

## LIST OF EXHIBITS

Exhibit A-1 – Legal Description

Exhibit A-2 - Plans and Specifications

Exhibit B - Estimated Costs

Exhibit C - Documentation required with Public Improvement Agreement

Exhibit D - Subdivider Response Letter to Tentative Map Conditions

Exhibit E - List of documents required by City in order to issue a Notice of Completion

Exhibit F - List of documents required by the City in order to make a Request for Acceptance

Exhibit G-1 - Performance Bond

Exhibit G-2 - Payment Bond

Exhibit G-3 - Monument Bonds

Exhibit G-4 - Memorandum of Agreement

Exhibit H - Form of Notice of Termination

**EXHIBIT A-1**

**Legal Description**

**[Attached]**

## **EXHIBIT A-2**

### **Plans and Specifications**

The Balboa Reservoir Preliminary Street Improvement Permit Plans, Permit #24IE-00460, prepared by BKF Engineers, dated November 8<sup>th</sup>, 2024. Final Permit Plans and Specifications on file with Public Works.

**EXHIBIT B**  
**Estimated Costs**

See attached schedule of values

## **EXHIBIT C**

### **Documentation Required for Public Improvement Agreement**

1. Approvable Street Improvement Plans
2. Offer of Improvements
3. Offer of Dedication including Grant Deed or Quitclaim Deed, as applicable
4. Public Easement Agreements
5. Payment and Performance Bonds (or alternative form of Security); and Monument Bonds
6. Approved Ownership and Maintenance Matrix

**EXHIBIT D**

**Subdivider Response Letter to Tentative Map Conditions**



## **EXHIBIT E**

### **List of documents required by City in order to issue a Notice of Completion**

1. Developer Request Letter for a Notice of Completion (“NOC”)
2. Contractor Substantial Completion Letter
3. Civil Engineer Completion Notice
4. Geotechnical Engineer Completion Letter
5. Landscape Architect Completion Notice
6. Construction Manager Completion Notice
7. City Final Punch-list Approval
8. Utility Conformance Letter
9. As-Built Plan Approval
10. Recorded Copy of the Contractor’s Notice of Completion
11. Survey Monuments
12. Test Reports
13. Joint Trench Conduits mandrel test
14. Confirmation of Removal of all Non-Compliance Reports (“NCR”)
15. Confirmation of all approved Change Orders/Instructional Bulletins
16. Confirmation from City that Spare Parts have been provided (as applicable)
17. Operation and Maintenance Manuals
18. License Agreements (as applicable)
19. NOC Recommendation from Public Works and all applicable City agencies

## **EXHIBIT F**

### **List of documents required by the City in order to make a Request for Acceptance**

1. Developer Request for Acceptance Letter
2. Notice of Completion from Public Works
3. Lien Notification to General Contractor and Subs
4. Utility Bills of Sale
5. 3rd Party Reimbursement Checks-Copies
6. Assignment of Warranties and Guaranties
7. License Agreements (as applicable)
8. Executed Minor and/or Major Encroachment Permits
9. Mechanic's Lien Guarantee
10. Modified Offers of Improvements (as applicable)
11. Updated Grant Deeds (as applicable)

**EXHIBIT G-1**

**Performance Bond**

**[To be added when the Subdivider posts such bond.]**

**EXHIBIT G-2**

**Payment Bond**

**[To be added when the Subdivider posts such bond.]**

**EXHIBIT G-3**  
**Monument Bonds**  
**[See attached]**

**EXHIBIT G-4**

**Memorandum of Agreement**

**[See attached]**

**EXHIBIT H**  
**Form of Notice of Termination**

RECORDING REQUESTED BY:

City and County Surveyor  
Department of Public Works  
1155 Market St. 3rd Floor  
San Francisco, CA 94103

WHEN RECORDED MAIL TO:

Property Owner  
Street  
City, State, Zip  
Attention: Property Owner/person requesting

---

Space Above This Line for Recorder's Use

NOTICE OF TERMINATION AND RELEASE  
OF  
Public Improvement Agreement  
(DOC-\_\_\_\_\_)

[Insert Date]

NOTICE OF TERMINATION AND RELEASE  
OF  
Public Improvement Agreement  
(DOC-\_\_\_\_\_)

Notice is hereby given that the Public Improvement Agreement dated \_\_\_\_\_ and recorded \_\_\_\_\_ (Document No. \_\_\_\_\_, Receipt No. \_\_\_\_\_, Reel \_\_\_\_\_ Image \_\_\_\_\_) is hereby TERMINATED and RELEASED as it pertains to the real property situated on Assessor's Block \_\_\_\_\_ Lot \_\_\_\_\_ commonly known as [insert street address] (AKA \_\_\_\_\_) between \_\_\_\_\_ Street and \_\_\_\_\_ Street in the City and County of San Francisco (the "City"), State of California, and more fully described in Exhibit "A" to this Notice of Termination and Release (hereinafter referred to as the "Property").

The Public Improvement Agreement ("Agreement") was recorded to provide notice to future owners of the Property that the Subdivider, as defined therein, is subject to certain public improvement and maintenance obligations relating to Final Map No. 11177, recorded \_\_\_\_\_ 2024 in the Official Records of the City, as Document No. \_\_\_\_\_. Subdivider has completed the aforementioned public improvement obligations and satisfied the maintenance obligations per the Agreement as confirmed by the Director of the Department of Public Works based on \_\_\_\_\_. The Agreement is attached hereto as Exhibit "B".

The Agreement is hereby terminated.

Dated: \_\_\_\_\_ in San Francisco, California

OWNER

By: *FORM DO NOT SIGN*  
[Note owner's signatures need to be notarized.]

APPROVED  
Department of Public Works [or other affected Department]

By: \_\_\_\_\_  
Director

APPROVED AS TO FORM  
David Chiu, City Attorney

By: \_\_\_\_\_  
John Malamut  
Deputy City Attorney



EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the City and County of San Francisco, State of California, and is described as follows:

Beginning at a point . . . .

Assessor's Lot \_\_\_\_; Block \_\_\_\_\_

EXHIBIT “B”  
AGREEMENT