

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

Exempt from Recording Fees (Govt. Code §  
27383) and from Documentary Transfer Tax  
(Rev. & Tax. Code § 11922 and SF Bus. and  
Tax Reg. Code § 1105)

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5000-049	[No Situs] E.J. DeBartolo, Jr. Ln	<b>[Space Above for Recorder's Use]</b>
5000-082	[No Situs] Juan Marchael Lane	
5000-085	[No Situs] Juan Marchael Lane	
5000-088	[No Situs] Juan Marchael Lane	
5000-091	[No Situs] Juan Marchael Lane	

## EASEMENT AGREEMENT

### (Emergency Vehicle Access Easement)

#### (Lots 2, 8, 9, 10, and 11 of Final Map No. 12681)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, CP DEVELOPMENT CO., LLC a Delaware limited liability company (“**Grantor**”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation and its successors and assigns (“**City**”), a perpetual easement for emergency vehicle access, in, across, and through Grantor’s certain real property, which is located in San Francisco, California and described and depicted in attached Exhibit A (the “**Easement Area**”), which shall be referred to hereafter as the “**Easement**.” Grantor and City are sometimes referred to herein as a “**Party**” and collectively as the “**Parties**”, and this Easement Agreement is sometimes referred to herein as this “**Agreement**.”

1. Nature of Easement. The Easement is a perpetual, non-exclusive easement in gross for the right to use, and guarantee availability for use, of the Easement Area for emergency vehicle access owned or operated by the City or by other licensed public or private contractors operating emergency vehicles on behalf of City (“**Permitted Use**”).

2. Grantor’s Reserved Rights. Grantor, on behalf of itself, its agents, contractors, subcontractors, suppliers, consultants, employees, invitees or other authorized persons acting for or on behalf of Grantor, including but not limited to any lessee and its tenants (collectively, “**Grantor’s Agents**”), reserves the right to use the Easement Area, in any way not inconsistent with the above grant of Easements, subject to the conditions below, which conditions benefit and ensure access for all emergency vehicles owned by the City or by other licensed public or private

operators. In the event of any conflict between the terms of this Section 2 and other provisions of this Easement, the terms of this Section 2 shall govern.

a. Interference. Grantor shall not use the Easement Area or permit the same to be used for any purpose or in any manner that will interfere with emergency vehicle access.

b. Maintenance and Repair. Grantor shall maintain the Easement Area, and any surface improvements from time to time constructed thereon, at all times in a level, good and safe condition consistent with emergency access and City's load requirements for emergency vehicles. Grantor shall perform such repair and maintenance at its sole expense and to the City's reasonable satisfaction. City shall have no obligation under this Easement Agreement to maintain or repair the Easement Area or to maintain, repair, replace or remove any improvements or materials in the Easement Area.

c. City's Right to Remove Interfering Improvements. City may remove any improvements that may damage or interfere with or impede emergency vehicle access without any notice, liability, or obligation to replace the same except as provided in Section 3 below. The foregoing sentence shall not apply to any improvements constructed pursuant to improvement plans previously reviewed and approved by City.

d. Default; Enforcement. Grantor's failure to perform any of its covenants or obligations under this Section and to cure such non-performance within thirty (30) days of written notice by City of such failure shall constitute a default under this Easement Agreement; provided that if more than thirty (30) days are reasonably required to cure such failure, no event of default shall occur if Grantor commences such cure within such thirty (30) day period and diligently prosecutes such cure to completion. Upon such default, City shall be entitled to enforce its rights under this Section and the Easement Agreement in any forum of appropriate jurisdiction.

### 3. City's Use of the Easement.

a. City's easement rights under this Agreement may be exercised by City or by other licensed public or private contractors operating emergency vehicles on behalf of 'City's representatives, agents, employees, officers, suppliers, consultants, contractors, and subcontractors ("**City's Agents**").

b. City shall not be liable in any manner, and Grantor hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of City's entry onto or use of the Easement Area, except to the extent resulting directly from the active negligence or willful misconduct of City or its contractors or agents, or City's breach of its covenants in this Easement Agreement.

c. City shall indemnify, defend (with counsel reasonably approved by Grantor and Grantor's Agents), and hold Grantor harmless from and against any cost, expense, liability, damage or injury to property or persons to the extent caused by City's negligence or willful misconduct (or that of City's Agents) in the exercise of the rights granted to, or reserved by, City hereunder. Notwithstanding anything herein to the contrary, this Section 3(c) shall survive the expiration and termination of this Easement.

4. Insurance. Grantor acknowledges that City maintains a program of self-insurance and agrees that City shall not be required to carry any insurance with respect to this Easement.

5. Condition of Easement Area. Except as provided in Section 2 above, City accepts its rights in the Easement Area in its current “as is” condition without any warranty (express or implied) by Grantor. Grantor and City shall conduct all of their respective activities within the Easement Area in a manner such that the Easement Area remains in a good, safe condition.

6. Notices, Demands and Communications. Whenever any notice or any other communication is required or permitted to be given under any provision of this Easement Agreement (as, for example, where a Party is permitted or required to “notify” the other Party), such notice or other communication shall be in writing, signed by or on behalf of the Party giving the notice or other communication, and shall be deemed to have been given on the earliest to occur of (i) the date of the actual delivery, or (ii) if mailed, on the delivery date shown on the return receipt, in each case to the respective address(es) of the Party to whom such notice is to be given as set forth below, or at such other address of which such Party shall have given notice to the other Party as provided in this Section. Legal counsel for any Party may give notice on behalf of such Party.

If to Grantor, to: CP Development Co., LLC  
One Sansome Street, Suite 1400  
San Francisco, CA 94124  
Attn: Suheil Totah

With a copy to: CP Development Co., LLC  
c/o FivePoint  
2000 FivePoint, 4th Floor  
Irvine, CA 92618  
Attn: Legal Notices

With a copy to: Perkins Coie LLP  
505 Howard Street, Suite 1000  
San Francisco, California 94105  
Attn: Michelle Chan

If to City, to: San Francisco Real Estate Division  
Director of Property  
25 Van Ness Avenue, Suite 400  
San Francisco, CA 94102

With copies to: Attn: Real Estate/Finance Team  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton R. Goodlett Place  
San Francisco, CA 94102

7. Abandonment or Termination of Easement. City may, at its sole option, abandon or terminate the Easement by recording a quitclaim deed, without the need to comply with the laws applicable to vacation of public service easements. Except as otherwise provided in this Easement Agreement, upon recording such quitclaim deed, the Easement and all rights, duties and liabilities hereunder shall be abandoned or terminated and of no further force or effect. No temporary non-use of the Easement Area or other conduct, except for recordation of the quitclaim deed as provided in this paragraph shall be deemed abandonment or termination of the Easement.

8. Exhibits. The exhibits referenced in and attached to this Easement Agreement are incorporated into and made a part of this Easement Agreement. Grantor and City acknowledge that the precise locations described in the attached exhibits may change upon construction of utility-related improvements in those locations. In such an event, Grantor and City agree to work together in good faith to amend and restate this Easement Agreement as needed to reflect the area required for the utilities as actually installed.

9. Binding Effect. The conditions and covenants contained in this Easement Agreement shall run with the land, burden the Easement Area and be binding on and benefit Grantor and City and their respective agents, successors and assigns unless earlier terminated by written agreement of the parties or their respective successors and assigns.

10. Miscellaneous.

(a) Additional Actions and Documents. The Parties may take additional actions and execute additional documents as may be necessary or proper to carry out the transactions contemplated by this Agreement.

(b) Amendments; Adjustment of Easement Area. Except as otherwise provided in this Agreement, this Agreement may be amended at any time only by the recordation of a written instrument in the Official Records signed by the Parties or their respective successor or assignees. Notwithstanding the foregoing, the Grantor and City may mutually agree to adjust or relocate the boundaries of the Easement Area (“**Adjusted Easement Area**”) without amending this Agreement. To effectuate any Adjusted Easement Area, the Grantor will prepare a memorandum memorializing the Adjusted Easement Area which will be executed by the Parties and include a revised legal description of the Adjusted Easement Area (“**Memorandum of Adjusted Easement Area**”). The Adjusted Easement Area identified in the recorded Memorandum of Adjusted Easement Area shall supersede and replace Exhibit A upon recordation. Upon recordation, the Adjusted Easement Area shall be deemed the “Easement Area” for all purposes under this Agreement, all rights and obligations hereunder shall apply to the Adjusted Easement Area with the same force and effect as if originally set forth herein, and the original Easement Area, to the extent not included within the Adjusted Easement Area, shall be released from the encumbrance of this Agreement without the need for any further instrument.

(c) Relationship of Parties. Nothing in this Agreement will be deemed or construed to create or establish any relationship of partnership, joint venture, agency, or any similar relationship between the Parties.

(d) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

(e) Entire Agreement. The terms of this Agreement are intended by the Parties as the final expression of their agreement with respect to such terms as are included in this Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.

(f) Captions and Gender. The captions contained in this Agreement are for convenience only, are not a part of this Agreement, and are not intended in any way to limit or enlarge the terms and provisions of this Agreement. Whenever the context so requires, the use of any gender includes all genders, and the singular includes the plural.

(g) Enforceability. If any provision of this Agreement is or becomes invalid, illegal, or unenforceable, it will not affect or impair the validity, legality, or enforceability of any other provision of this Agreement, and each provision of this Agreement, unless specifically conditioned upon the invalid or unenforceable provision, will be valid and enforceable to the fullest extent permitted by law.

(h) No Third-Party Beneficiaries. Neither the declaration and grant of any easement, nor the use and enjoyment pursuant to the provisions of this Agreement, will be deemed in any way to create or confer in or on any other person, any member of the public, or any public authority any right to use or enjoy the same, or any estate therein, other than the Parties and their respective Agents.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, and all of which will constitute one and the same agreement.

(j) Further Assurances. The Parties will each execute, acknowledge and deliver in recordable form (if applicable) and upon demand of the other, any other instruments or agreements reasonably required in order to carry out the provisions of this Agreement or to effectuate the intent and purposes hereof, provided that no such instrument or agreement increases the obligations or diminishes the rights (other than in a de minimis respect) of either Party under this Agreement.


(k) Attorneys' Fees. If any action is brought by a Party against the other to enforce this Agreement, obligations under this Agreement or any indemnity rights contained in this Agreement, or to seek a clarification of the terms contained in this Agreement, or for the breach of any of the terms, covenants or conditions contained in this Agreement, including any action or proceeding in a bankruptcy case, the prevailing Party will be entitled to recover from the non-prevailing Party reasonable attorneys' fees and costs, which will include fees and costs of any appeal, all as fixed by the court.

*[Signature Page Follows]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**GRANTOR:**

CP DEVELOPMENT CO., LLC,  
a Delaware limited liability company

By:   
Name: Suheil J. Totah  
Title: Vice President

**GRANTEE:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property

APPROVED AS TO FORM:

DAVID CHIU  
City Attorney

By: \_\_\_\_\_  
Vicente P. Reyes  
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: \_\_\_\_\_  
Name: Jacob F. Rems, PLS 4636  
Title: CHIEF SURVEYOR



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 June 2, 2026, before me, Cathy Pruetto, a Notary Public, personally appeared Suheil J. Totah, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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: Cathy Pruetto

(seal)



**Exhibit A**

**Easement Area**

Lots 2,8, 9, 10, and 11 of Final Map No. 12681

[Attached]

MAY 29, 2026  
JOB NO.: 1804-040

**EXHIBIT A  
LEGAL DESCRIPTION  
MIDBLOCK BREAKS  
LOTS 2, 8, 9, 10, AND 11, FINAL MAP NO. 12681  
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA**

REAL PROPERTY IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO,  
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF LOT 2 (EDWARD J. DEBARTOLO JR. LANE), LOT 8 (JUAN  
MARICHAL LANE), LOT 9 (JUAN MARICHAL LANE), LOT 10 (JUAN MARICHAL  
LANE), AND LOT 11 (JUAN MARICHAL LANE), AS SAID LOTS AND STREETS ARE  
SHOWN AND SO DESIGNATED ON FINAL MAP NO. 12681, FILED ON

\_\_\_\_\_, 2026, IN BOOK \_\_\_\_ OF FINAL MAPS, AT PAGES \_\_\_\_

THROUGH \_\_\_\_, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF  
SAN FRANCISCO.

ATTACHED HERETO IS AN ILLUSTRATIVE PLAT TO ACCOMPANY THIS LEGAL  
DESCRIPTION, AND BY THIS REFERENCE IS MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION WAS PREPARED BY ME, OR UNDER MY  
DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



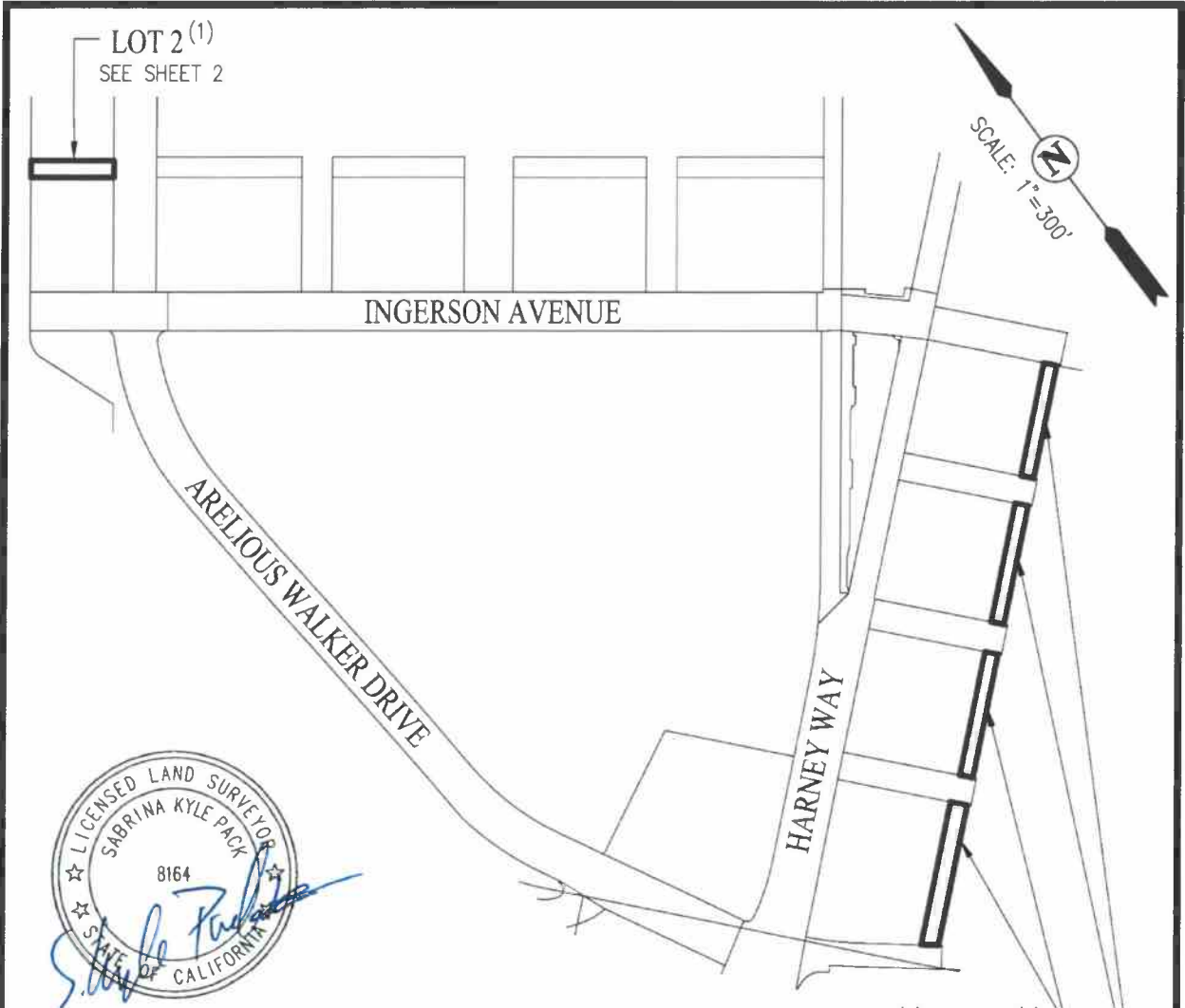
**END OF DESCRIPTION**

*S. Kyle Pack*

SABRINA KYLE PACK, P.L.S.  
P.L.S. NO. 8164

5/29/2026

DATE



REFERENCES:  
 (1) FINAL MAP NO. 12681

LOTS 8<sup>(1)</sup> AND 9<sup>(1)</sup>  
 SEE SHEET 3

LOTS 10<sup>(1)</sup> AND 11<sup>(1)</sup>  
 SEE SHEET 4

EXHIBIT A-1  
 ILLUSTRATIVE  
**PLAT TO ACCOMPANY LEGAL DESCRIPTION**

MIDBLOCK BREAKS  
 LOTS 2, 8, 9, 10, AND 11, FINAL MAP NO. 12681  
 CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

MAY 29, 2026

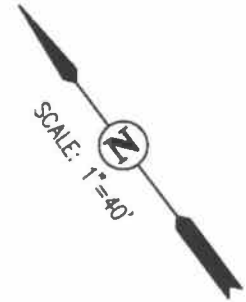
SHEET 1 OF 4



SAN RAMON • (925) 866-0322  
 ROSEVILLE • (916) 788-4456  
 WWW.CBANDG.COM

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REFERENCES:  
(1) FINAL MAP NO. 12681



GIANTS DRIVE  
40' WIDE  
U MAPS 58

EDWARD J. DEBARTOLO JR. LANE  
33' WIDE  
LOT 2<sup>(1)</sup>

ARELIUS WALKER DRIVE  
84' WIDE  
LOT A<sup>(1)</sup>

LOT 1<sup>(1)</sup>

LOT 3<sup>(1)</sup>

EXHIBIT A-1  
ILLUSTRATIVE  
PLAT TO ACCOMPANY LEGAL DESCRIPTION

MIDBLOCK BREAKS  
LOTS 2, 8, 9, 10, AND 11, FINAL MAP NO. 12681  
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

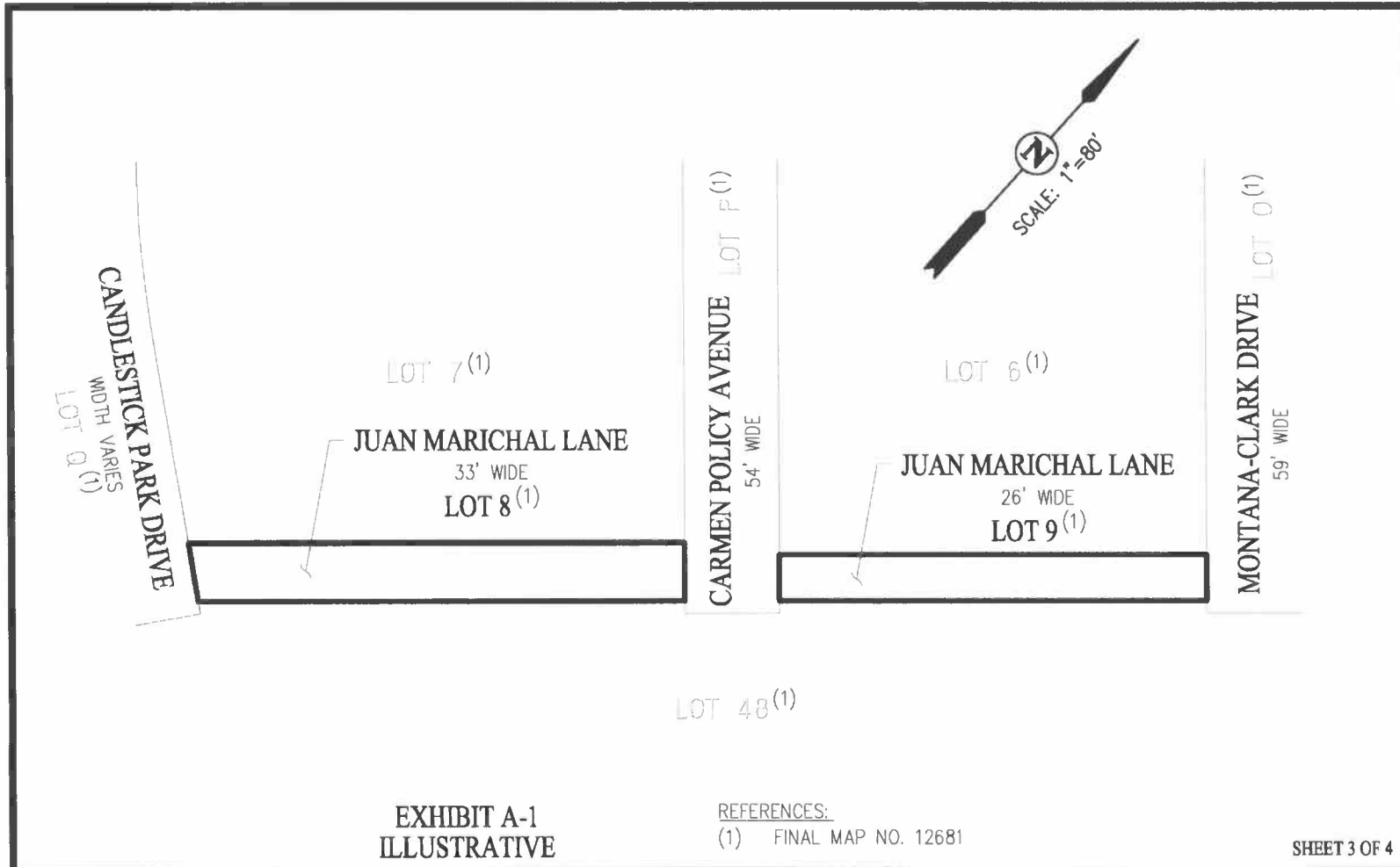
MAY 29, 2026

SHEET 2 OF 4



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**EXHIBIT A-1  
ILLUSTRATIVE**

REFERENCES:  
(1) FINAL MAP NO. 12681

SHEET 3 OF 4

**PLAT TO ACCOMPANY LEGAL DESCRIPTION**

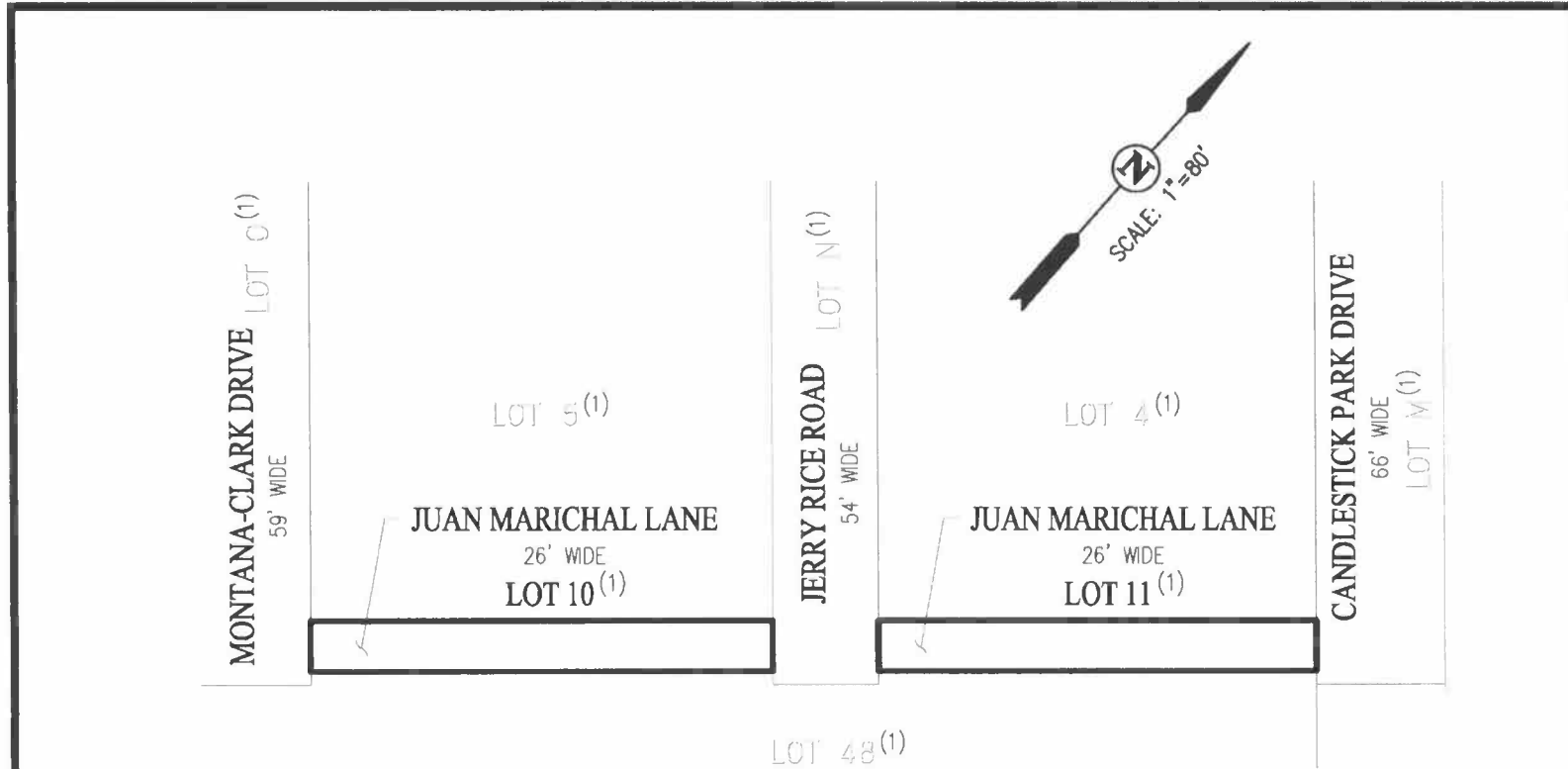
**MIDBLOCK BREAKS**  
LOTS 2, 8, 9, 10, AND 11, FINAL MAP NO. 12681  
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

MAY 29, 2026



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**EXHIBIT A-1  
ILLUSTRATIVE**

REFERENCES:  
(1) FINAL MAP NO. 12681

SHEET 4 OF 4

**PLAT TO ACCOMPANY LEGAL DESCRIPTION**

MIDBLOCK BREAKS  
LOTS 2, 8, 9, 10, AND 11, FINAL MAP NO. 12681  
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

MAY 29, 2026



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ROSEVILLE (918) 788-4458  
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**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Easement Agreement dated \_\_\_\_\_ from \_\_\_\_\_ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by the undersigned officer or agent on behalf of the City and County of San Francisco pursuant to Board of Supervisors' Resolution No. \_\_\_\_\_, approved \_\_\_\_\_, and the City consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 20\_\_\_\_

CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property