

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

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

Free Recording Requested Pursuant to
Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIGHT, AIR, MAINTENANCE AND ACCESS EASEMENTS AGREEMENT

(Portion of 801 Brannan Street, currently 855 Brannan Street)

Address: 855 Brannan Street

Lot 011; Block 3783

Lot 012; Block 3783

Lot 013; Block 3783

Lot 014; Block 3783

Lot 010; Block 3783

LIGHT, AIR, MAINTENANCE AND ACCESS EASEMENTS AGREEMENT

THIS LIGHT, AIR, MAINTENANCE AND ACCESS EASEMENTS AGREEMENT (this “**Agreement**”) is executed as of _____, 2022 (the “**Execution Date**”) by and between ARCHSTONE CONCOURSE LLC, a Delaware limited liability company (“**Owner**” and “**Grantor**”), the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**”) and MERCY HOUSING CALIFORNIA 97, L.P., a California limited partnership (“**Project Sponsor**”, together with City, “**Grantee**”).

RECITALS

A. Owner owns the real property located at 855 Brannan Street in City and County of San Francisco, California and fully described on Schedule 1 attached hereto and made a part hereof (“**Burdened Property**”).

B. On June 29, 2018, City acquired from Owner fee title to that certain real property owned by Owner and contiguous to the Burdened Property located at 600 7th Street and fully described on Schedule 2 attached hereto and made a part hereof (the “**Benefitted Parcel**”) as a land dedication pursuant to San Francisco Planning Code Sections 419.6 and 419.5(a)(2)(A)-(J). Concurrently with this Agreement, the City and the Project Sponsor will enter into a long term ground lease of the Benefitted Property (“**Ground Lease**”) for the purpose of constructing approximately 200 units of affordable housing (the “**Project**”). The Project Sponsor will own the Project in fee under the Ground Lease.

C. In order for the Project to be permitted pursuant to current law and governmental regulations, the Project must have windows on the property line and emergency access between the Burdened Property and the Benefitted Property. Grantee desires easements on, over and within a portion of the Burdened Property for (1) light and air, and (2) pedestrian passage in connection with the Project’s building permit application, and in order to satisfy the requirements of the San Francisco Building Code and San Francisco Fire Code (collectively, the “**Code**”) in effect as of the date hereof. For the Project Sponsor to obtain the City’s Department of Building Inspection (“**DBI**”) and Fire Marshal approval of the Project in its regulatory capacity, Owner agrees to impose certain restrictions for the benefit of the Benefitted Property subject to the terms and conditions set forth herein.

D. Grantee desires an easement on, over and within a portion of the Burdened Property for the purposes of performing maintenance on the improvements located, or to be located, on the Benefitted Parcel.

NOW, THEREFORE, in consideration of the covenants and agreements of the parties herein contained, and other valuable consideration, the receipt and sufficient of which are hereby acknowledged, Owner and Grantee hereby agree as follows:

1. **Grant of Easements.** Subject to the provisions of this Agreement, Owner grants in perpetuity to Grantee the following easements (which may collectively be referred to herein as the “**Easements**”):

A. **Pedestrian Access Easement.** A nonexclusive irrevocable easement solely for pedestrian access, passage, ingress and egress for sidewalk purposes (“**Pedestrian Access Easement**”) to and from the Benefitted Parcel, over the portions of the Burdened Property described and depicted on the attached Exhibit A (the “**Pedestrian Access Easement Area**”) on the terms and conditions specified in this Agreement. The Pedestrian Access Easement may be used by Grantee and its employees, agents, tenants, and invitees (the “**Grantee Parties**”), for pedestrian ingress and egress as may be necessary for access from the Benefitted Parcel to a public street, subject to requirements of the Building Code; provided that during the term of the Ground Lease (including any extensions or renewal), City, including its employees and agents, shall only use the Pedestrian Access Easement Area for matters of an emergency, public safety, or life safety related to the Burdened Property or the Benefitted Parcel as intended under the Building Code or for access to the Project under the terms of the Ground Lease. Motor vehicles are prohibited from entering the Pedestrian Access Easement Area. Owner will refrain from any activity, use or construction of improvements within the Pedestrian Access Easement Area that will restrict pedestrian ingress and egress to, from and across, and enjoyment of, the Pedestrian Access Easement Area; provided, however, Owner may install improvements and landscaping features within the Pedestrian Access Easement Area, including, but not limited to, sidewalks, benches, trees, plantings and other landscaping features, as it may determine desirable so long as such features do not restrict pedestrian ingress or egress to, from and across and enjoyment of, the Pedestrian Access Easement Area. Should the temporary installation, repair, replacement or maintenance of any improvements or landscaping features within the Pedestrian Access Easement Area necessitate the temporary restriction of ingress and egress to, from and across the Pedestrian Access Easement Area, such restriction shall not be deemed to violate this Agreement so long as Owner gives Grantee written notice of such temporary restriction ten (10) business days prior to installation/construction, except in the event of an emergency, and uses good faith efforts to minimize the duration and extent of any such restrictions.

B. **Vehicular Access Easement.** A nonexclusive irrevocable easement solely for general vehicular access, passage, ingress and egress (“**Vehicular Access Easement**”) to and from the Benefitted Parcel, over the portions of the Burdened Property described and depicted on the attached Exhibit B (the “**Vehicular Access Easement Area**”) on the terms and conditions specified in this Agreement. The Vehicular Access Easement may be used by the Grantee Parties, for vehicular ingress and egress as may be necessary for access from the Benefitted Parcel to a public street, subject to requirements of the Building Code; provided that during the term of the Ground Lease (and any extensions or renewal), City, including its employees and agents, shall only use the Vehicular Access Easement Area for matters of an emergency, public safety, or life safety related to the Burdened Property or the Benefitted Parcel as intended under the Building Code or for access to the Project under the terms of the Ground Lease. Owner will refrain from any activity, use or construction of improvements within the Vehicular Access Easement Area that will restrict ingress and egress to, from and across, and enjoyment of, the Vehicular Access Easement Area; provided, however the temporary installation, repair, replacement or maintenance of any improvements within the Vehicular Access Easement Area necessitate the temporary restriction of ingress and egress to, from and across the Vehicular Access Easement Area, such restriction shall not be deemed to violate this Agreement so long as Owner gives Grantee written

notice of such temporary restriction ten (10) business days prior to installation/construction, except in the event of an emergency, and uses good faith efforts to minimize the duration and extent of any such restrictions.

C. **Light and Air Easement.** A portion of the Burdened Property described and depicted on Exhibit C attached hereto and made a part hereof has been established as a public mews that will provide members of the public, including residents of the Benefitted Parcel, outdoor recreational space (“**No-Build Area**”). An easement for light and air over the No-Build Area abutting the Benefitted Parcel (the “**Light and Air Easement**”) on the terms and conditions specified in this Agreement. Owner will refrain from any activity, use or construction of improvements within the No-Build Area that will restrict the penetration of natural light and circulation of air to and within the Benefitted Parcel.

D. **Maintenance Easement.** A nonexclusive irrevocable access easement on, over and within the portions of the Burdened Property described and depicted on the attached Exhibit D (the “**Maintenance Easement Area**”) solely for the purpose of Grantee and Grantee Parties performing routine maintenance and/or repair activities on and to the improvements located, or to be located, on the portions of the Benefitted Parcel adjacent to the Maintenance Easement Area (“**Maintenance Easement**”), on the terms and conditions specified in this Agreement; provided that during the term of the Ground Lease (and any extensions or renewal), City, including its employees and agents, shall only use the Maintenance Easement Area for matters of an emergency, public safety, or life safety related to the Burdened Property or the Benefitted Parcel as intended under the Building Code or for access to the Project under the terms of the Ground Lease. Except as expressly set forth in Section 1.E. below, motor vehicles are prohibited from entering the Maintenance Easement Area without Owner’s prior written consent. Owner may install improvements and landscaping features within the Maintenance Easement Area, including, benches, trees, plantings and other landscaping features, or take any other action within the Maintenance Easement Area, as it may determine desirable so long as such features or actions do not restrict access to the improvements located, or to be located, on the portions of the Benefitted Parcel adjacent to the Maintenance Easement Area for the purposes of the Maintenance Easement. Grantee shall take all reasonable steps to protect the Maintenance Easement Area from any damage in connection with Grantee’s use of the Maintenance Easement. Grantee agrees to repair any damage, at its sole cost and expense, caused to the Maintenance Easement Area resulting from Grantee’s exercise of the Maintenance Easement granted in this Section.

E. **Emergency Access Easement.** A nonexclusive irrevocable easement solely for pedestrian and vehicular access, passage, ingress and egress for emergency uses only (“**Emergency Access Easement**”) to and from the Benefitted Parcel, over the portions of the Burdened Property described and depicted on the attached Exhibit E (the “**Emergency Access Easement Area,**” collectively with the Pedestrian Access Easement Area, the Vehicular Access Easement Area, the No-Build Area and the Maintenance Easement Area, the “**Easement Areas**”) on the terms and conditions specified in this Agreement. The Emergency Access Easement granted herein is strictly intended for emergency purposes only and the Emergency Access Easement Area shall be accessible for emergency ingress and egress purposes only and for no other purpose.

2. **Non-Exclusive Easements Subject to Prior and Future Easement Grants.** The Easements granted herein are non-exclusive and subject to the rights of easements previously granted by Owner and Owner's predecessors in title. As of the date of this Agreement, such additional prior easements include, but are not limited to, that certain (a) Grant of Easement dated December 16, 1986 by and between Bay West Showplace Investors, Grantor, and Bay West Showplace, Grantee, recorded as Document D916989 in the official records of San Francisco County; (b) Grant of Easements with Covenants and Restrictions Affecting Land dated December 29, 1988 by and between Bay West Show Place Investors, as Grantor, and Portman/Bay West Apparel Partners, as Grantee, recorded as Document E296406 in the official records of San Francisco County, as amended by that certain First Amendment dated as of June 19, 1998 recorded as Document 98-G376431-00 in the official records of San Francisco County, as further amended by that certain Second Amendment dated as of April 28, 2014 recorded as Document 2014-J871548-00 in the official records of San Francisco County; (c) Grant of Easements with Covenants and Restrictions Affecting Land dated as of May 31, 1984 by and between Bay West Showplace Investors, Grantee, and Bay West Contract, Ltd., Grantee, recorded in Book D693, Page 650 in the official records of San Francisco County; and (d) Amended and Restated Grant of Easements dated April 3, 1996 by and between Bay West Showplace Investors, Grantee, and Bay West Contract, Ltd., Grantee, recorded as Document 96-F952434-00 in the official records of San Francisco County, as amended by that certain Second Amended and Restated Grant of Easements dated April 18, 2017 recorded as Document 2017-K447941-00 in the official records of San Francisco County. Nothing in this Section 2 shall be deemed a representation by Owner that the additional prior easements listed herein constitute all of the prior easements burdening the Burdened Property. Under no circumstances shall Grantee be permitted to block or prevent access to the Easement Areas without the express prior written consent of Grantor.

3. **No Liability.** Except to the extent caused solely by the gross negligence or willful misconduct of Grantor, Grantor shall not be liable for any loss, claim, expense, damage or injury of any kind or character to either Grantee or the Grantee Parties which loss, claim, expense, damage or injury arises out of or in connection with the Grantee or Grantee Parties' use of the Easements granted hereunder.

4. **Maintenance of Easement Areas.** Owner shall at its sole expense maintain the Easement Areas, including any permitted sidewalk, landscaping or other improvements constructed thereon, in a good and safe condition, free and clear of debris, rubbish and trash, and in good operating order and repair, that properly and safely accommodates, and avoids unreasonable interference with, use of the Easement Areas for the intended purposes set forth herein. Notwithstanding the foregoing, in the event the City or Project Sponsor, or their respective Grantee Parties, cause damage to the Easement Areas, then the City or Project Sponsor, as applicable, shall be responsible for the cost and expense to repair any such damage and shall reimburse Grantor for all sums paid by Grantor to repair such damage within thirty (30) days of delivery of an invoice and reasonable documentation evidencing such costs.

5. **Building Code and Fire Code Approvals.** The City's DBI and the Fire Department are intended beneficiaries of this Agreement with respect to the No-Build Easement and Emergency Access Easement and each department's approvals of the Project's compliance under the Building Code and Fire Code, respectively, with the right to consent to any modification or revocation hereof and the right and authority, at its sole option, to enforce the provisions hereof

(including, but not limited to, remedies for violation for a building permit), provided, however, that the City's DBI and Fire Department shall have no liability whatsoever hereunder with respect to the condition of the Burdened Property. Project Sponsor, and its successors or assigns as fee owner of the Project, agrees to be responsible for all costs associated with any claims, damages, liabilities or losses which arise from the approvals of the Project by City's DBI and Fire Department based on this Agreement.

6. **No Public Dedication; Enforcement.** Nothing contained herein shall be deemed to be a gift or dedication to the general public or for any public purposes whatsoever, it being the intention that this Agreement be strictly limited to and for the purposes expressed. Grantee, but not the general public, shall have all rights and remedies at law and in equity in order to enforce the terms of this Agreement. All rights and remedies available to Grantee under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other available right or remedy.

7. **Insurance Requirements.** Prior to use of the Easement Areas, Grantee shall obtain and maintain in full force, at Grantee's own expense, insurance as provided in this Section against claims which may arise out of or result from use of the Easement Areas by Grantee or Grantee Parties. All insurance shall be written by companies that are authorized to write business in the State of California and have, at all times a Best's rating of "A- X" or better by AM Best & Company, and with coverage and policy limits as Grantor may reasonably require (unless otherwise specified herein):

a. Commercial General Liability insurance written on Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG 00 01 or another Commercial General Liability "occurrence" form providing equivalent coverage and including Broad Form Comprehensive General Liability coverage, blanket contractual liability coverage, Independent Contractors coverage, coverage for bodily injury (including death), property damage (including loss of use thereof) and products and completed operations with limits of not less than \$1,000,000 per occurrence.

b. Commercial auto liability for all owned, hired and non-owned vehicles brought onto the Easement Areas with combined single limits of not less than \$1,000,000 per occurrence.

c. Worker's Compensation insurance as required by the State of California.

d. Employer's liability insurance on all employees, for occupational accidents or disease, with limits of not less than \$1,000,000 per occurrence.

e. Umbrella/Excess Liability coverage written on a follow form basis in excess of the Commercial General Liability, Commercial Auto and Employer's Liability required under this section such that when added to the Commercial General Liability provided pursuant to paragraph (a) above, the Grantee maintains total Commercial General Liability coverage equal to not less than Five Million Dollars (\$5,000,000) per occurrence.

f. Any other insurance required by applicable federal state, or local laws.

Required limits may be provided by a combination of primary and/or umbrella/excess policies, provided that all other terms and conditions of this Section are complied with. In each policy of insurance described above, Grantee must be the named insured except to the extent provided in this paragraph below. Grantee shall name Grantor, ERP Operating Limited Partnership, Equity Residential, Equity Residential Management, L.L.C., ERP Holding Co., Inc., their affiliates and agents (including the owner of any individual property) as Additional Insureds under the policies required in clauses (a), (b), (d) and (e) above. All policies shall provide for (i) at least thirty (30) days written notice to Grantee and Grantor prior to cancellation, and (ii) at least ten (10) days written notice to Grantee and Grantor for cancellation due to non-payment of applicable premiums. If such policies can not be so endorsed, then Grantee agrees to provide such notice to Grantor. All policies of insurance shall contain full Waivers of Subrogation in favor of Grantor and related parties. Grantee's insurance coverage shall be primary insurance with respect to any other insurance or self- insurance programs maintained by Grantor related parties, and such other insurance or self- insurance programs shall be excess and non-contributory. Grantee shall deliver to Grantor a certificate of insurance the coverage provided by each policy and provide replacement certificates prior to the expiration of any required coverage. Grantee, at its sole cost and expense, shall be responsible for the payment of any deductibles or retentions associated with the insurance set forth in these requirements, without reimbursement from Grantor.

Notwithstanding anything to the contrary above, Grantor acknowledges that City maintains a program of self-insurance and will self-insure for the risks described above and, therefore, shall not be obligated to purchase any third-party commercial liability insurance or property insurance under this Agreement.

Grantee hereby expressly agrees to protect, defend, hold harmless and indemnify Grantor, ERP Operating Limited Partnership, Equity Residential, Equity Residential Management, LLC, ERP Holdings Co., Inc., their subsidiaries, affiliates, trustees, directors, officers, shareholders, employees, agents, invitees, members, partners, successors and assigns (collectively, "**Indemnitees**") from and against any and all claims for death of or injury to person or persons or damage to property, or any action of every kind and nature (including, without limitation thereto, reasonable attorney's fees and court costs) which may arise out of or in connection with or by reason of the Grantee's rights under this Agreement (collectively, "**Losses**"). Notwithstanding the foregoing to the contrary, Grantee's indemnification obligations pursuant to this paragraph shall not apply to any Losses caused solely by the gross negligence or willful misconduct of any Indemnitee. As used in this paragraph only, the term Grantee expressly excludes City and the indemnity obligations of City are set forth in the following paragraph.

If at any time (i) the Benefitted Parcel is not subject to the Ground Lease (including any extensions or renewals) or any subsequent ground leases or (ii) City exercises any rights to utilize the Easements as set forth herein (provided, however, use by emergency vehicles or first responders solely pursuant to City's duties, rights and powers as a municipal corporation is expressly excepted from this indemnity), City hereby expressly agrees to protect, defend, hold harmless and indemnify the Indemnitees from and against any and all Losses with respect to matters arising during City's ownership of the Project. Notwithstanding the foregoing to the contrary, City's indemnification obligations pursuant to this paragraph shall not apply to any Losses caused solely by the gross negligence or willful misconduct of any Indemnitee.

8. **Litigation Expenses.**

a. **General.** If either party hereto brings an action or proceeding (including any cross-complaint, counterclaim, or third-party claim) against the other party by reason of a default, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing party" within the meaning of this Section 8 shall include without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

b. **Appeal.** Attorneys' fees under this Section shall include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action.

c. **Fee Award for City's Attorneys.** For purposes of this Agreement, reasonable fees of attorneys of the City's Office of City Attorney shall be based on the fees regularly charged by private attorneys with an equivalent number of hours of professional experience in the subject matter area of the law for which City's counsel's services were rendered who practice in the City and County of San Francisco, State of California, in law firms with approximately the same number of attorneys as employed by the Office of City Attorney.

9. **Notices.** Any notice or consent required or permitted to be given by this Agreement shall be in writing and shall be deemed to be given upon (i) hand delivery, against receipt, (ii) one (1) working day after being deposited with a reliable overnight courier service, or (ii) two (2) working days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

City: Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property
Re: 801 Brannan/600 7th St

Project Sponsor: Mercy Housing California 97, LLC
c/o Mercy Housing California
1256 Market Street
San Francisco, California 94102
Attn: Vice President of Real Estate

With a copy to: Wincopin Circle LLLP

c/o Enterprise Community Asset Management, Inc.
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044
Attn: General Counsel

Grantor: Archstone Concourse LLC
c/o Equity Residential
333 Third Street, Suite 210
San Francisco, California 94107
Attn: Vice President – Investments

With a copy to: Equity Residential
Two North Riverside Plaza, Suite 400
Chicago, Illinois 60606
Attn: General Counsel

or to such other address as either party may from time to time specify to the other upon five (5) days prior written notice in the manner specified above.

10. **Entire Agreement.** This Agreement contains the entirety of the terms and conditions relevant to the grant of the Easements and the maintenance and uses of the Easement Areas. This Agreement supersedes all prior drafts, negotiations and communications with respect to it.

11. **Amendment.** This Agreement may not be modified, changed, supplemented or terminated, nor may any of the obligations hereunder be waived, except in a written instrument signed by Grantee and Grantor. The No-Build Easement and Emergency Access Easement has been granted in order to satisfy the requirements of the Code in effect as of the date hereof and to obtain the approval by DBI of the building permit application for the Project. Any such modification, revocation or termination of the No-Build Easement or Emergency Access Easement shall not be effective unless and until the Director of the City's Department of Building Inspection or his/her designee and the San Francisco Fire Marshal and his/her designee consent thereto in writing after receiving written notice thereof from Grantor or Grantee, and such modification, revocation or termination is recorded in the Official Records of the City. Any amendments or modifications hereof, whenever made, shall be superior to any and all liens to the same extent as this Agreement as if such amendment or modification had been executed concurrently herewith.

12. **Severability.** If any provision of this Agreement conflicts with applicable law or is declared invalid, such provision shall be severed from the document and the remainder shall continue to be given full force and effect.

13. **Governing Law.** This Agreement shall be governed by, construed in accordance with, and interpreted under the law of the State of California.

14. **Recitals and Exhibits.** Any and all recitals at the beginning of this Agreement are accurate and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals. Any and all exhibits, schedules, and addenda attached to and referred to in this Agreement are hereby incorporated into this Agreement as if fully set forth in their entirety herein.

15. **Successors and Assigns.** This Agreement shall inure to the benefit of any successor, assign, or transferee of the parties hereto, including but not limited to any subsequent owner or owners of the real property comprising any portion or portions of the land areas made subject to Easements created hereby.

16. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original agreement, and all of which shall constitute one agreement.

17. **Compliance With Laws.** Grantor, at Grantor's expense, shall comply with all laws, statutes, ordinances, rules and regulations of federal, state and local authorities (including, without limitation, City itself) having jurisdiction over the Easement Areas, now in force or hereafter adopted, with respect to the use by the public, if applicable, of the Easement Areas under the authority of the Easements herein granted.

18. **Default.** The failure to perform any covenant or obligation of a party hereunder and to cure such non-performance within thirty (30) days of written notice by the party to whom performance is owed shall constitute a default hereunder, provided that if more than thirty (30) days are reasonably required for such cure, no event of default shall occur if the defaulting party commences such cure within such period and diligently prosecutes such cure to completion. Upon such default, the non-defaulting party shall be entitled to all remedies and means to cure or correct such default, both legal and equitable, allowed by operation of law except termination of the easement herein granted. Grantor shall accept performance by or at the instigation of the limited partner of Grantee in fulfillment of Grantee's obligations, for the account of Grantee and with the same force and effect as if performed by Grantee, provided that such performance is rendered within the time periods set forth above.

19. **Burden on Land.** The Easements, limitations, restrictions, reservations, rights, conditions, and covenants created by this Agreement shall be a burden on the Burdened Property, which burden shall run with the land and shall be binding on any future owners and encumbrances of the Burdened Property or any part thereof and their successors and assigns. The Burdened Property is to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the limitations, restrictions, reservations, rights, easements, conditions and covenants under this Agreement, all of which are imposed as equitable servitudes upon the Burdened Property.

20. **Duration.** The restrictions contained in and the Easements reserved in this Agreement shall be perpetual, unless modified, revoked or terminated pursuant to the terms set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is executed as of the date and year set forth hereinabove.

OWNER

ARCHSTONE CONCOURSE LLC, a Delaware limited liability company

By: ERP Operating Limited Partnership, an Illinois limited partnership, its sole member

By: Equity Residential, a Maryland real estate investment trust, its general partner

By: _____

Name: _____

Its: _____

PROJECT SPONSOR

MERCY HOUSING CALIFORNIA 97, L.P., a California limited partnership

By: Mercy Housing California 97 LLC, a California limited liability company, its general partner

By: Mercy Housing Calwest, a California nonprofit public benefit corporation, its sole member/manager

By: _____

Name: _____

Its: _____

CITY

CITY AND COUNTY OF SAN FRANCISCO, a
municipal corporation

By: _____

Name: Andrico Q. Penick

Its: Director of Property

By: _____

Name: Eric D. Shaw

Its: Director of the Mayor's Office of Housing and
Community Development

APPROVED

Director of the Department of Building Inspection

By _____

Fire Marshal

By _____

APPROVED AS TO FORM:

City Attorney

By: _____

Deputy City Attorney

ACKNOWLEDGMENT

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 _____)
County of _____)

On _____, 2022, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____, 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 entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

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 _____)
County of _____)

On _____, 2022, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____, 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 entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

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 _____)
County of _____)

On _____, 2022, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____, 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 entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

SCHEDULE 1
LEGAL DESCRIPTION OF
BURDENED PROPERTY

LOTS 2 THROUGH 5, AS SHOWN UPON THAT CERTAIN CONDOMINIUM MAPS ENTITLED, "FINAL MAP NO. 8721", WHICH MAP WAS FILED FOR RECORD ON JUNE 22, 2017 IN BOOK 132 OF CONDOMINIUM MAPS AT PAGES 56 THROUGH 61, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM: ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET OF SAID REAL PROPERTY, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN THE DEED FROM THE WESTERN PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION, RECORDED DECEMBER 28, 1979, IN BOOK C920 PAGE 365, OFFICIAL RECORDS.

Lot 011; Block 3783 (Affects Lot 2)

Lot 012; Block 3783 (Affects Lot 3)

Lot 013; Block 3783 (Affects Lot 4)

Lot 014; Block 3783 (Affects Lot 5)

SCHEDULE 2
LEGAL DESCRIPTION OF
BENEFITTED PROPERTY

All that certain real property situate in the City and County of San Francisco, State of California, being Lot 1, as shown on Final Map No. 8721, filed June 22, 2017 in Book 132 of Condominium Maps at page 56, in the office of the County Recorder of the City and County of San Francisco, State of California.

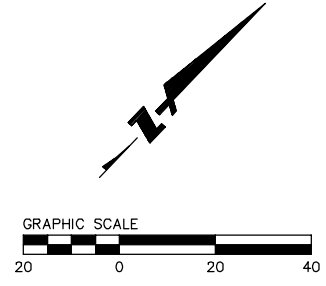
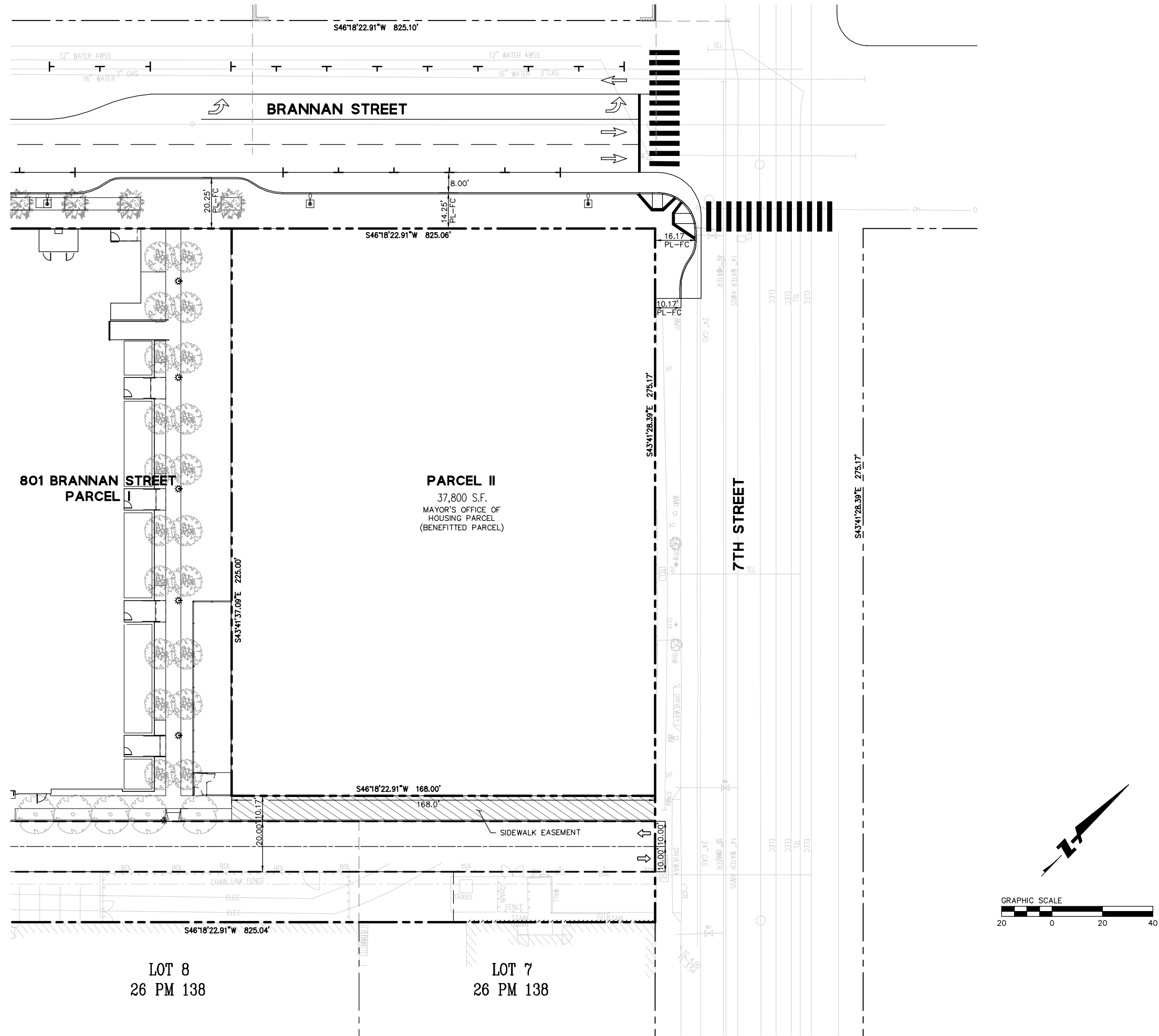
Excepting therefrom: all minerals, oil, gas and other hydrocarbon substances below a depth of 500 feet of said real property, without the right of surface entry, as reserved in the Deed from the Western Pacific Railroad Company, a Delaware Corporation, recorded December 28, 1979, in Book C920 page 365, Official Records.

Assessor's Block 3783 Lot 010

EXHIBIT A

LEGAL DESCRIPTION AND GRAPHIC DEPICTION OF
PEDESTRIAN ACCESS EASEMENT AREA

DRAWING NAME: \\BKF-rc\dot\En013\130127\DWG\EXHIBITS\17_0103_MCHearments\17_0306_MCHearmts_Sidewalk.dwg
 PLOT DATE: 03-06-17 PLOTTED BY: game



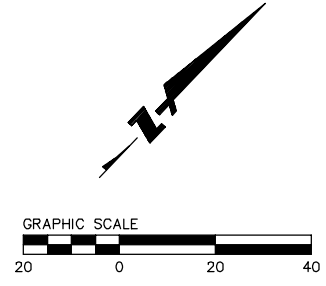
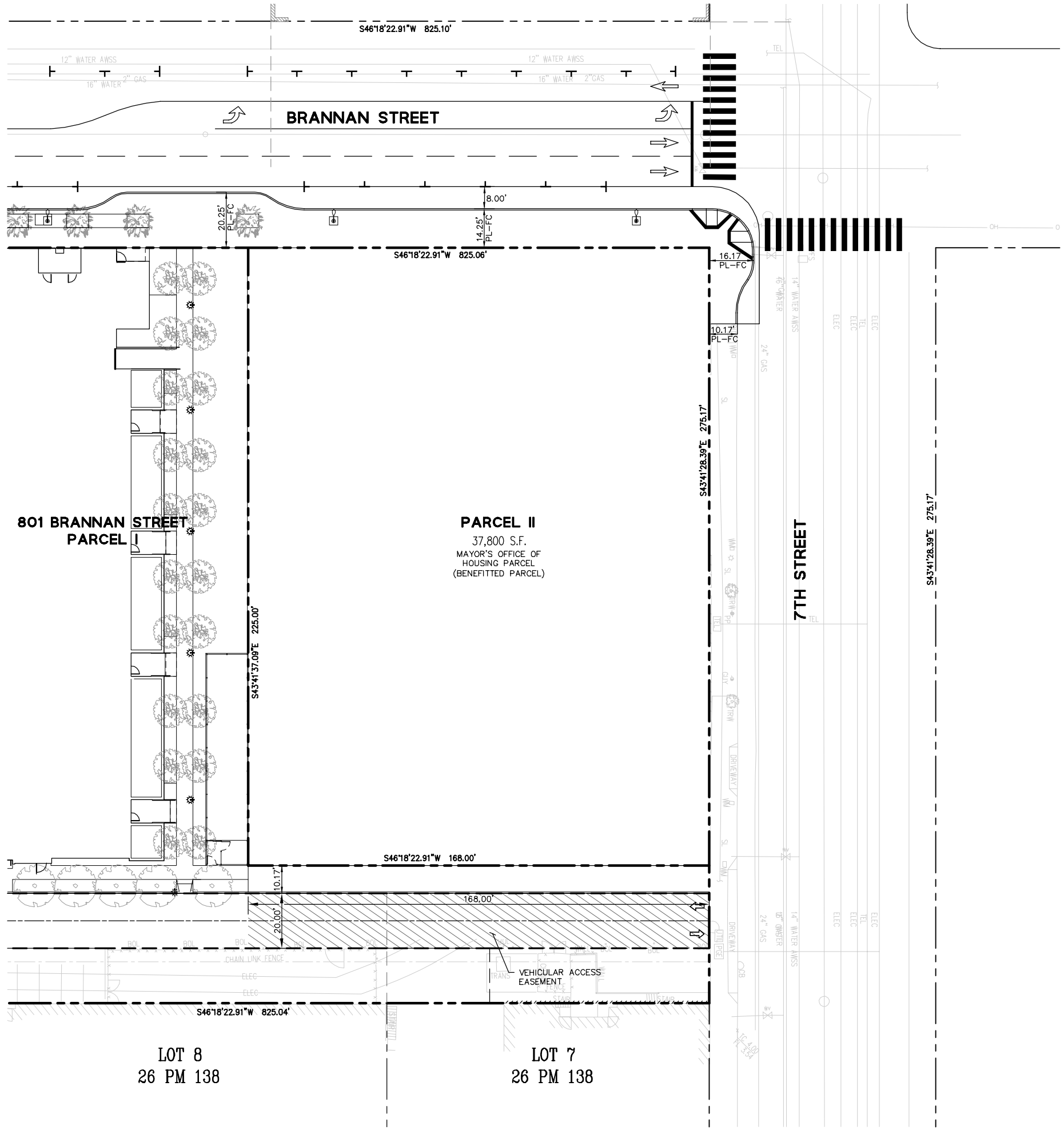
MAYOR'S OFFICE OF HOUSING PARCEL
855 BRANNAN STREET

Revisions	
No.	Date

EXHIBIT B

LEGAL DESCRIPTION AND GRAPHIC DEPICTION OF
VEHICULAR ACCESS EASEMENT AREA

DRAWING NAME: \\BKF-rc\dot\Enr\13\130127\DWG\EXHIBITS\17_0103_MCHessments\17_0306_MCHesmts_VAE.dwg
 PLOT DATE: 03-06-17 PLOTTED BY: game



**MAYOR'S OFFICE OF HOUSING PARCEL
 855 BRANNAN STREET**

Revisions	
No.	Date

Date: 03/06/17
 Scale: 1"=40'
 Design: MFQ
 Drawn: JAO
 Approved: AAS
 Job No: 130127

Sheet Number:
EX-3

3 OF 3

EXHIBIT C

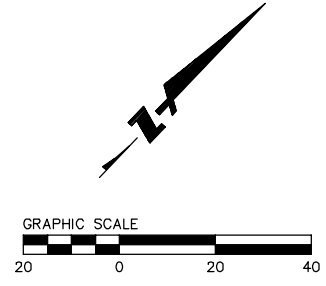
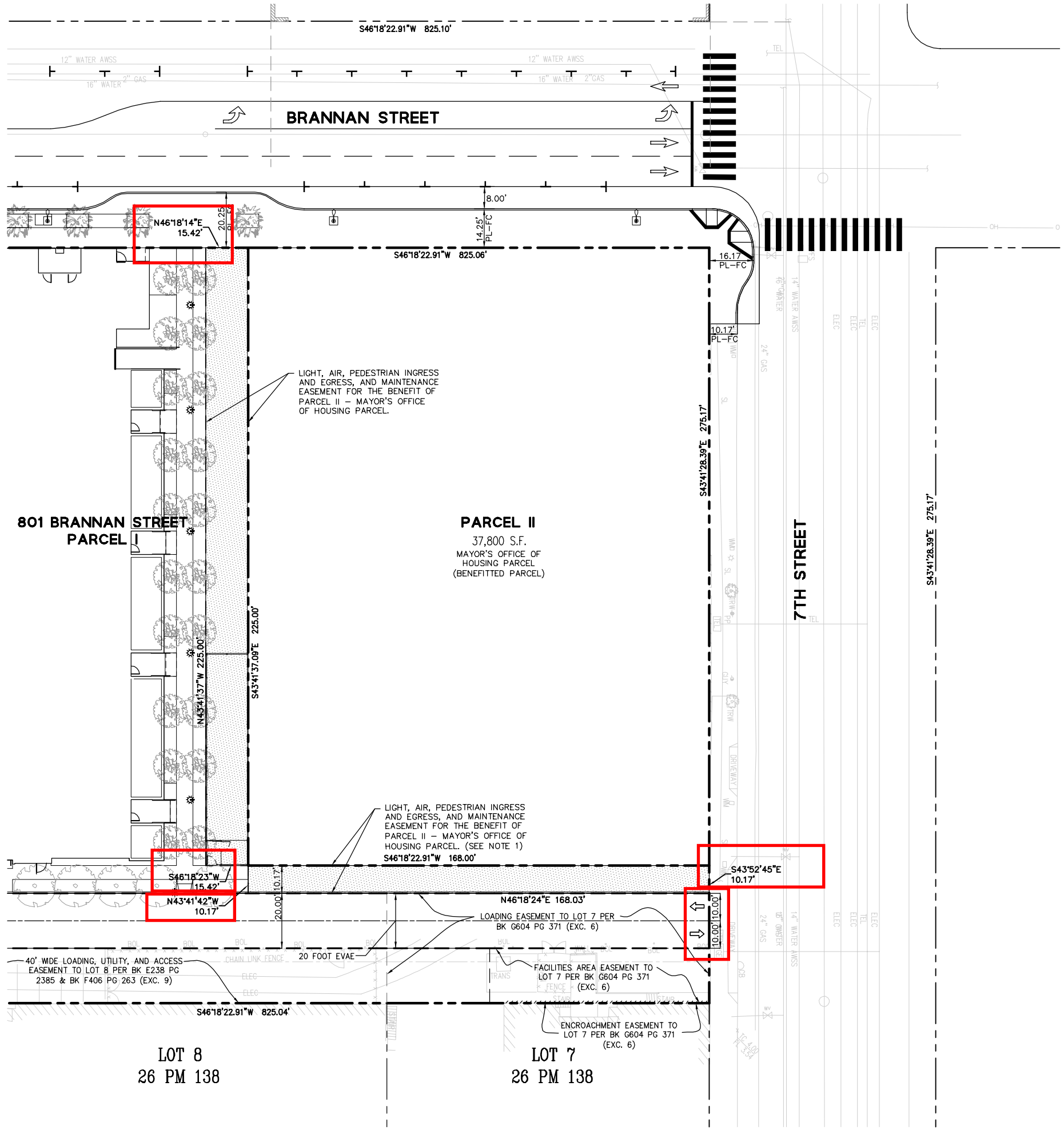
LEGAL DESCRIPTION AND GRAPHIC DEPICTION OF

NO-BUILD AREA

EXHIBIT D

**LEGAL DESCRIPTION AND GRAPHIC DEPICTION OF
MAINTENANCE EASEMENT AREA**

DRAWING NAME: K:\E013\130127\DWG\EXHIBITS\17_0103_MOHeasements\17_0221_MOHeasmt-11X17.dwg
PLOT DATE: 02-21-17 PLOTTED BY: game



NOTES:
 1. SIDEWALK MUST BE ADA ACCESSIBLE AT ALL TIMES. IF CUT FOR VEHICULAR INGRESS/EGRESS, ACCESSIBLE PATH MUST BE PROVIDED.

MAYOR'S OFFICE OF HOUSING PARCEL
855 BRANNAN STREET

Revisions	
No.	Date

Date 02/21/17
 Scale 1"=40'
 Design MFO
 Drawn JAO
 Approved AAS
 Job No 130127

Sheet Number:
EX-1

1 OF 3

EXHIBIT E

**LEGAL DESCRIPTION AND GRAPHIC DEPICTION OF
EMERGENCY ACCESS EASEMENT AREA**

