

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

The undersigned hereby declares this instrument to
be exempt from Recording Fees (CA Govt. Code
§27383) and Documentary Transfer Tax (CA Rev.
& Tax Code § 11922)

APN: A portion of Block 7333, Lots 005
and 009

(Space above this line reserved for Recorder's use only)

**EASEMENT AGREEMENT
(Public Right of Way Easement)**

RECITALS

This Easement Agreement ("**Agreement**") is made by and between Parkmerced Owner LLC, a Delaware limited liability company ("**Grantor**"), and the City and County of San Francisco, a municipal corporation ("**City**"), with reference to the following facts:

A. Grantor is the sole owner of that certain real property situated in the City and County of San Francisco, State of California and more particularly described in the attached Exhibit A ("**Burdened Property**").

B. The Burdened Property is located within the Project Site of the Parkmerced development project (the "**Project**"), as described in that certain Development Agreement dated for reference purposes only July 6, 2011 (the "**Development Agreement**") and recorded in the Official Records of San Francisco County (the "**Official Records**") as Document No. 2011J20995900. On June 7, 2011, the San Francisco Board of Supervisors adopted Ordinance No. 89-11, approving the Development Agreement and authorizing the Planning Director to execute the Development Agreement on behalf of City. All capitalized terms not defined herein shall have the meaning set forth in the Development Agreement.

C. Pursuant to the Development Agreement, Declarant is engaged in subdividing the property that is subject to proposed "Final Map No. 10699" ("**Final Map**") for implementation of the Project's Phase 1C. A tentative subdivision map, entitled "Tentative Final Map 10699", was approved by the Director of the Department of Public Works by Order 206742, acting as the advisory agency for purposes of the Subdivision Map Act, subject to certain requirements and conditions contained in the Public Works Director's Conditions of Approval dated June 23, 2022 (the "**Conditions of Approval**"). The Burdened Property is comprised of Lots 5 and 6 as appear on the Final Map and also known as APN Nos. 7333-009 and 7333-005, respectively.

D. Pursuant to a Parkmerced Blocks 3W & 4 (“Subphase 1C”) Public Improvement Agreement (the “**Public Improvement Agreement**”) executed concurrently with recordation of the Final Map on or about the date hereof, Maximus PM Phase 1C Owner LLC, a Delaware limited liability company (the “**Phase 1C Subdivider**”), will construct sidewalk improvements and a multiuse path within that portion of the Burdened Property described and depicted in the attached Exhibit B (“**Easement Area**”).

E. The Conditions of Approval require that Grantor dedicate to the City an easement for public right of way purposes on, over and within the Easement Area. Grantor agrees to grant such easement, all on the terms, covenants and restrictions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants and agreements of the parties in this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Public Right of Way Easement. Subject to the provisions of this Agreement Grantor hereby grants in perpetuity to City for the benefit of the public a nonexclusive, irrevocable easement on, over, and across the Easement Area for access, passage, ingress, and egress, subsurface utilities, and related improvements for all public right of way purposes permitted in public sidewalks and public multiuse paths under City’s jurisdiction (“**Public Right of Way Easement**”). Grantor acknowledges that the Public Right of Way Easement includes equestrian uses and City has the sole regulatory discretion to determine the specific public sidewalk and public multiuse path uses that will be permitted in the Public Right of Way Easement at any given time. In addition, Grantor acknowledges that the Public Right of Way Easement includes vehicular access by the City, as reasonably necessary for its regulation and maintenance of the Lake Merced Boulevard right of way and the Easement Area.
2. Limitation on Use. Grantor shall have no right to use the Easement Area other than (i) for access, passage, ingress, and egress, (ii) to perform the construction activities described in Section 4(a), (iii) for any use permitted under a permit from City in its regulatory discretion (a “**Public Works Permit**”), or (iv) to perform Grantor’s maintenance obligations under Section 4(b) or Section 4(c), provided that Grantor shall obtain a Public Works Permit for any maintenance activity that requires such a permit under the City’s Public Works Code. Notwithstanding anything to the contrary in the foregoing sentence, Grantor shall not take any action in the Easement Area that would materially interfere with the use of the Easement Area for the Public Right of Way Easement after the Acceptance Date.
3. Term of Easement. The term of the Public Right of Way Easement shall be perpetual. City, may, however, terminate the Public Right of Way Easement at any time as to all or any portion of the Easement Area by written notice to the Grantor (a “**Termination Notice**”). If the Termination Notice only terminates the Public Right of Way Easement as to a portion of the Easement Area, then Grantor and City shall duly execute and record an amendment to this Agreement that describes and depicts the modified Easement Area in the Official Records of San Francisco County within thirty (30) days of City’s delivery of that Termination Notice. If a Termination Notice terminates the Public Right of Way Easement for all of the Easement Area, then Grantor and City shall duly execute and record an easement quitclaim deed or equivalent in

the Official Records of San Francisco County within thirty (30) days of City's delivery of that Termination Notice.

4. Improvements, Maintenance, and Repair.

(a) Initial Improvements. Phase 1C Subdivider, a consenting owner to the Final Map along with Grantor, intends to construct certain public right of way improvements (the "**Initial Improvements**") in the Easement Area on the terms and conditions of the Public Improvement Agreement and any Street Improvement Permit between Phase 1C Subdivider and City ("**Street Improvement Permit**") provided for in the Public Improvement Agreement. Alternatively, City may elect to construct the Initial Improvements pursuant to the Public Improvement Agreement or under applicable law. Phase 1C Subdivider and City shall have the right to construct the Initial Improvements, provided such construction must comply with the terms and conditions of the Public Improvement Agreement and Street Improvement Permit. The "**Acceptance Date**" shall be the effective date of any ordinance adopted by the City's Board of Supervisors to accept the Initial Improvements (the "**Acceptance Ordinance**").

(b) Maintenance and Repair of Public Sidewalk Area. Grantor acknowledges that a portion of the Easement Area will be a public sidewalk (the "**Public Sidewalk Area**"). The proposed location and dimensions of the Public Sidewalk Area are depicted on the attached Exhibit B, with the final location and dimensions to be described and depicted in a Q-grade and boundary map (as referenced in Exhibit F to the Public Improvement Agreement) that has been approved by City. On the Acceptance Date, the Public Sidewalk Area will be subject to the provisions of San Francisco Public Works Code Section 706, as may be modified, and any other applicable law concerning public sidewalk maintenance. Grantor and City will record an amendment to this Agreement in the Official Records of San Francisco County within thirty (30) days of the Acceptance Date to memorialize the final location and dimensions of the Public Sidewalk Area.

Prior to the Acceptance Date, Grantor shall maintain, or cause Phase 1C Subdivider to maintain, the Multiuse Path Area pursuant to the Public Improvement Agreement and Street Improvement Permit and in a manner that will not interfere with the Public Right of Way Easement after the Acceptance Date. After the Acceptance Date, Grantor accordingly shall maintain the Public Sidewalk Area in the physical condition required under in City's Public Works Code, and in accordance with San Francisco Public Works Code Section 706, or any successor ordinance concerning sidewalks or sidewalk areas, including curbs, parking strips, parkways, automobile runways, and vegetation maintenance. Grantor shall perform such repair and maintenance at Grantor's expense, pursuant to a Public Works Permit to the extent required by law, and to the reasonable satisfaction of City.

(c) Maintenance and Repair of Multiuse Path Area. The "**Multiuse Path Area**" shall be comprised of the Easement Area less the Public Sidewalk Area. Prior to the Acceptance Date, Grantor shall maintain, or cause Phase 1C Subdivider to maintain, the Multiuse Path Area pursuant to the Public Improvement Agreement and Street Improvement Permit and in a manner that will not interfere with the Public Right of Way Easement after the Acceptance Date. After the Acceptance Date, City shall maintain the Multiuse Path Area by repairing any vertical displacement greater than one-half of an inch (.5"), or any void, crack, chip, hole, or gap that is more than one-half of an inch (.5") in width or depth, in the surface the Multiuse Path Area; provided that Grantor shall repair any damage to the Multiuse Path Area caused by Grantor or

any of its employees, contractors, subcontractors, agents or representatives at Grantor's expense, pursuant to a Public Works Permit to the extent required by law, and to the reasonable satisfaction of City.

(d) Improvements to Easement Area. After the Acceptance Date, City shall have the right to install any improvements needed for the Public Right of Way Easement in the Easement Area, provided that such improvements are consistent with the purposes of the Public Right of Way Easement and City provides prior written notice of its election to install any such improvements to Grantor.

5. As-Is Condition. The Public Right of Way Easement shall be with the Easement Area in its "as is" physical condition, except as otherwise specifically provided in this Agreement. City waives any and all claims against Grantor arising from, out of or in connection with the suitability of the physical condition of the Burdened Property for the Public Right of Way Easement as long as Grantor (i) performs its obligations under this Agreement with respect to the Easement Area, and (ii) takes no action that would modify the condition of the Easement Area, except to the extent otherwise permitted under the Street Improvement Permit or a Public Works Permit. Nothing in this Agreement shall be construed in any way to alter, amend, or otherwise relieve Grantor of its responsibilities with regard to the physical condition of the Easement Area (including without limitation, responsibilities with regard to the construction of Initial Improvements) set forth in the Public Improvement Agreement, the Street Improvement Permit, or any other document, instrument or agreement between City and Grantor.

6. No Liability; Indemnity.

(a) No Liability. City, by acceptance of the Public Right of Way Easement, shall not in any event whatsoever be liable for any injury or damage to any person happening on or about the Easement Area or the Burdened Property, for any injury or damage to the Burdened Property, or to any property of Grantor or of any other person, entity or association on or about the Burdened Property, except (i) to the extent such injury or damage relates to City's maintenance obligations for the Multiuse Path Area pursuant to Section 4(c) (including failure to perform such maintenance obligations) or (ii) to the extent such injury or damage is caused exclusively by the willful misconduct or gross negligence of the City. City shall have no obligation to carry insurance with respect to the Public Right of Way Easement.

(b) Indemnification. Grantor, and each successor and assign to Grantor holding an interest in the Burdened Property (each an "**Indemnitor**" and collectively, "**Indemnitors**"), shall defend, hold harmless and indemnify the City, including but not limited to all of its boards, commissions, officers, directors, commissioners, employees and agents (each an "**Indemnified Party**" and collectively, "**Indemnified Parties**"), of and all liabilities, penalties, costs, damages, expenses, causes of action, claims or judgments (including without limitation attorneys' fees) (collectively, "**Indemnified Claims**"), resulting from: (i) injury or the death of any person (including without limitation any Indemnified Party) or physical damage to property, real or personal, of any kind wherever located and by whomever owned (including, without limitation, property owned by an Indemnified Party), occurring in the Easement Area; (ii) any default by an Indemnitor in the observation or performance of any of the terms, covenants or conditions of this Agreement to be observed or performed on such Indemnitor's part; (iii) any use of the Easement Area or actions on the Easement Area by or on behalf of any Indemnitor; and (iv) the use, generation, processing, production, packaging, treatment, storage, emission, discharge or

disposal of Hazardous Materials (as defined below) by any party other than City or its employees, contractors or agents on or about the Easement Area; however, the Indemnitors shall have no obligation to indemnify, defend or hold harmless any Indemnified Party to the extent any Indemnified Claims arise out of or result from the gross negligence or willful misconduct of any Indemnified Party or to the extent any Indemnified Claims relate to City's maintenance obligations for the Multiuse Path Area pursuant to Section 4(c) (including failure to perform such maintenance obligations). Grantor, on behalf of the Indemnitors, specifically acknowledges and agrees that the Indemnitors have an immediate and independent obligation to defend the Indemnified Parties from any claim which actually or potentially falls within this indemnity even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such Indemnified Claim is tendered to any applicable Indemnitor. Indemnitors' obligations under this Section shall survive termination of the Public Right of Way Easement as to any indemnification obligation arising out of an event or conditions occurring prior to such termination. For purposes of this Section, the term "**Hazardous Materials**" shall mean any substance, material or waste that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment, including, but not limited to petroleum, petroleum-based products, natural gas, or any substance, material, or waste that is or shall be listed, regulated or defined by federal, state or local statute, regulation, rule, ordinance or other governmental requirement to be hazardous, acutely hazardous, extremely hazardous, toxic, radioactive, biohazardous, infectious, or otherwise dangerous.

7. Enforcement. The general public shall not have the right to enforce any party's obligations under this Agreement. City, acting through its Department of Public Works or any successor or designated department, shall have all rights and remedies at law and in equity in order to enforce the Public Right of Way Easement and the terms of this Agreement (including, but not limited to, remedies for violation of a building permit, Public Works Permit, or San Francisco Public Works Code Section 706 or any successor ordinance concerning sidewalk maintenance). All rights and remedies available to City 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.
8. Time. Time is of the essence of this Agreement and each and every part hereof.
9. Amendment. This Agreement may be amended or otherwise modified only in writing signed and acknowledged by Grantor and City, or the respective successors and assigns of each.
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be entitled to be the original and all of which shall constitute one and the same agreement.
12. References; Titles. Wherever in this Agreement the context requires, reference to the singular shall be deemed to include the plural. Titles of sections and paragraphs are for convenience only and neither limit nor amplify the provisions of this Agreement.

13. Notices.

(a) Notices. Any notice given under this Agreement shall be in writing and given by delivering the notice in person, by commercial overnight courier that guarantees next day delivery and provides a receipt, or by sending it by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is given.

Grantor: Robert Rosania
Maximus Parkmerced Owner LLC
One Maritime Plaza, Suite 1900
San Francisco, CA 94111

with copy to: J. Abrams Law, P.C.
538 Hayes Street
San Francisco, CA 94102

City: Director of Department of Public Works
Department of Public Works
49 South Van Ness Avenue, Suite 1600
San Francisco, CA 94103

with copies to: City Attorney, City of San Francisco
Room 234, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4682
Attention: John Malamut, Esq.

and to: Director of Property
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, California 94108

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.

(b) Construction Notices. Grantor shall provide prior written notice to City of any planned construction or installation activities in or affecting the Easement Area to City at the following address:

Infrastructure Task Force
c/o Director of Department of Public Works
49 South Van Ness Avenue, Suite 900
San Francisco, California 94103

14. Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive benefit of Grantor and City and their successors and assigns, subject to the provisions hereof, and

not for the benefit of nor give rise to any claim or cause of action by any other person; and this Agreement shall not be deemed to have conferred any rights upon any person except Grantor and City. Nothing in this Agreement shall be deemed a dedication of any portion of the Burdened Property to or for the benefit of the general public.

15. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provisions to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

16. Entire Agreement. This Agreement, together with any attachments hereto or inclusions by reference, constitute the entire agreement between the parties on the subject matter hereof, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the easement which is the subject matter of this 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 Area, now in force or hereafter adopted, with respect to the use by the public of the Easement Area under the authority of the Public Right of Way Easement.

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 Public Right of Way Easement.

19. Burden on Land. The Public Right of Way Easement 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.

20. Survival. All representations, warranties, and waivers given or made hereunder shall survive termination of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on _____, 20__.

CITY:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: _____
Andrico Q. Penick
Director of Property

GRANTOR:

PARKMERCED OWNER LLC, a Delaware limited liability company

By: _____
Name: Robert A. Rosania
Title: President



RECOMMENDED:

Department of Public Works

By: _____
Carla Short
Interim Director

APPROVED AS TO FORM:

DAVID CHIU,
City Attorney

By: _____
[name]
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

Katharine S. Anderson P.L.S.8499
City and County Surveyor

ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the 30^m day of November in the year 2023 before me, the undersigned, a Notary Public in and for said state, personally appeared Robert A. Rosania, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SARA J. DAVIS
Notary Public, State of New York
No. 01DA6370931
Qualified in Kings County
Commission Expires February 12, 2026



Notary Public

[SEAL]

My commission expires:

CERTIFICATE OF ACCEPTANCE

As required under Government Code Section 27281, this is to certify that the interest in real property conveyed by the Easement Agreement (Public Right of Way Easement) dated _____, from Parkmerced Owner LLC, a Delaware limited liability company to the City and County of San Francisco, a municipal corporation ("Grantee"), is hereby accepted by order of Board of Supervisors' Ordinance No. 89-11, adopted on June 7, 2011, and Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

CITY AND COUNTY OF SAN FRANCISCO

By: _____
Andrico Q. Penick
Director of Property

EXHIBIT A

Legal Description of Burdened Property



EXHIBIT A
LEGAL DESCRIPTION
BURDENED PROPERTY

All that certain real property situate in the City and County of San Francisco, State of California, and being more particularly described as follows:

Lots 05 and 06 as shown on that certain map entitled "FINAL MAP No. 10699" filed for record on _____, 2023 in Book _____ of Final Maps, at Pages _____-_____ inclusive, in the Office of the Recorder of the City and County of San Francisco, State of California.

Lot 05 containing 269,119 square feet, more or less, and Lot 06 containing 958 square feet, more or less.

Being all of APNs 7333-009 and 7333-005.

Horizontal Datum & Reference System

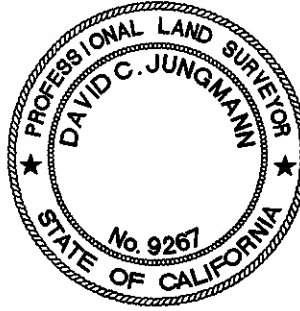
The horizontal datum is the North American Datum of 1983: NAD 83 (2011) Epoch 2010.00 referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 coordinate system (CCSF-CS13). CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. See ROS 8080, filed April 4, 2014, in Book EE of Survey Maps at pages 147-157 in the Office of the Recorder of the City and County of San Francisco.

A plat showing the above described parcel is attached hereto and made a part hereof.

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



David C. Jungmann, PLS 9267



10/24/2023

Dated

APPROVED LEGAL DESCRIPTION

Katharine S. Anderson, City and County Surveyor
City and County of San Francisco

By:

Katharine S. Anderson, P.L.S. 8499

END OF DESCRIPTION

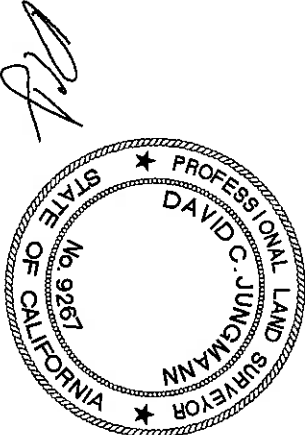
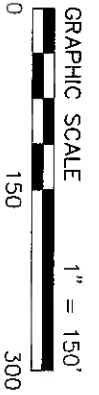
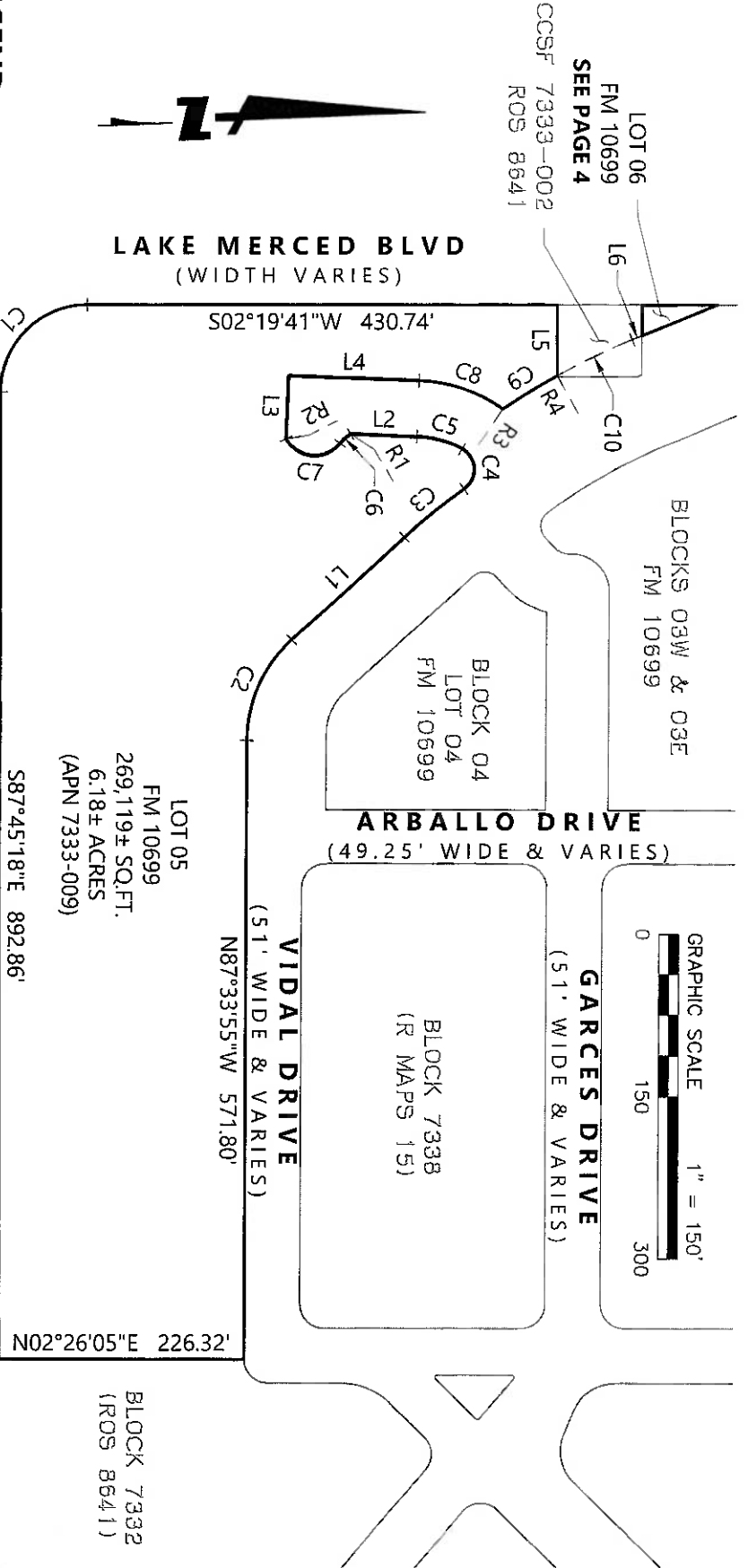


255 SHORELINE DR.,
 SUITE 200
 REDWOOD CITY, CA 94065
 (650) 482-6300
 www.bkf.com

SUBJECT EXHIBIT A - PLAT TO ACCOMPANY
 LEGAL DESCRIPTION
 JOB NO. 20200835-10
 BY JMS APPR. DCJ DATE 10/24/2023
 3 OF 5

- LEGEND**
- APN ASSESSOR'S PARCEL NUMBER
 - CCSF CITY & COUNTY OF SAN FRANCISCO
 - FM FINAL MAP
 - (R) DENOTES RADIAL BEARING
 - ROS RECORD OF SURVEY
 - SQ.FT. SQUARE FEET
 - SUBJECT BOUNDARY LINE
 - LOT LINE
 - FUTURE STREET DEDICATION LINE
 - RADIAL LINE

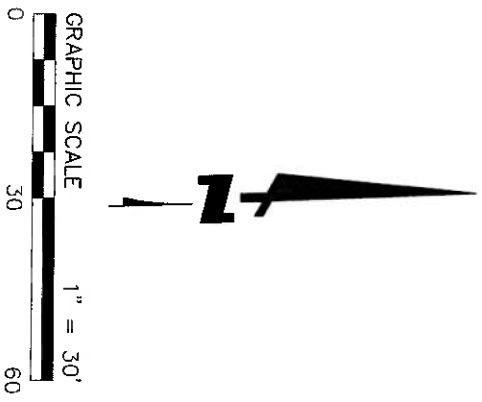
BROTHERHOOD WAY
 (115' WIDE)



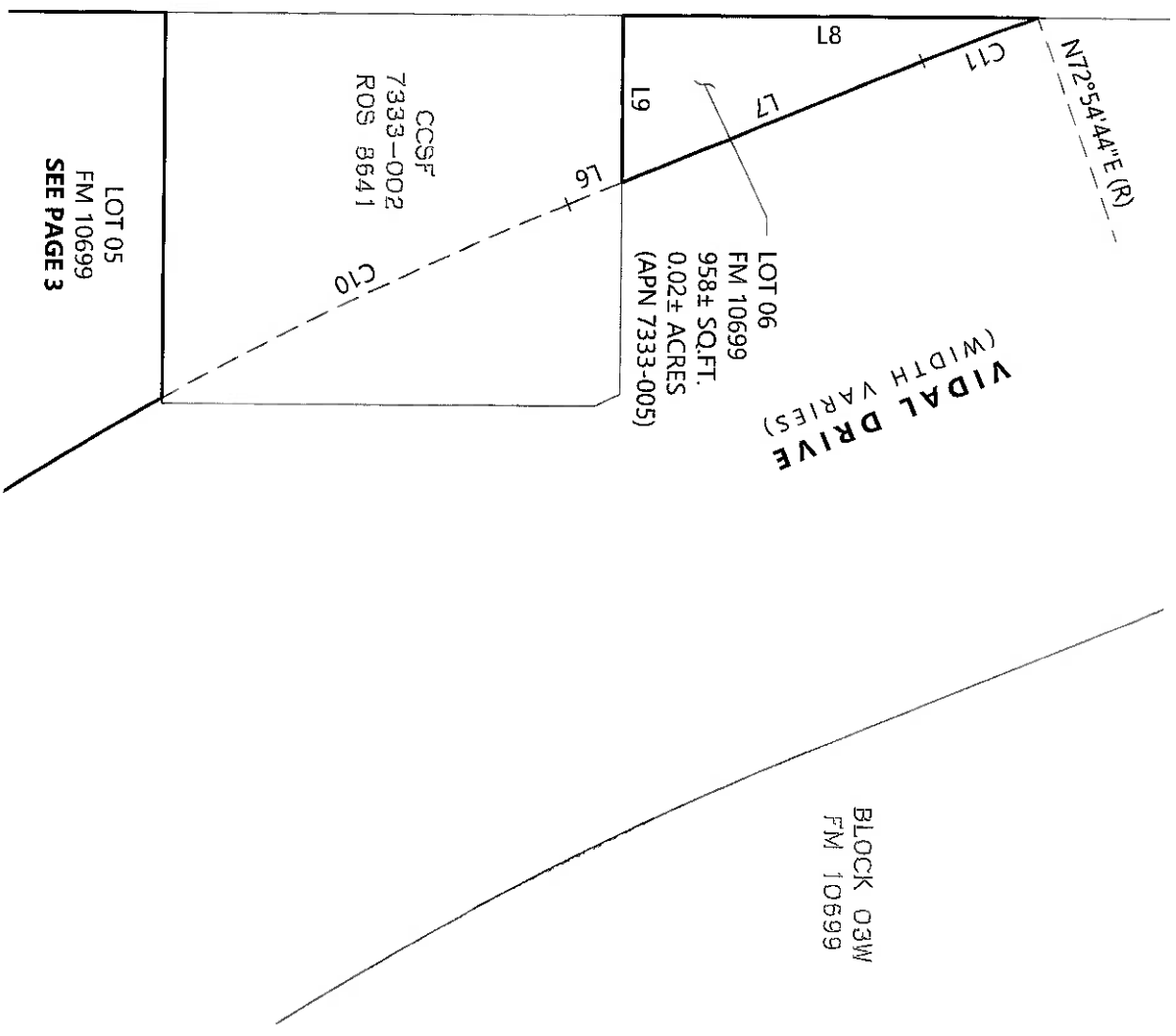


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- LEGEND**
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 - SQ.FT. SQUARE FEET
 - SUBJECT BOUNDARY LINE
 - LOT LINE
 - FUTURE STREET DEDICATION LINE
 - RADIAL LINE



LAKE MERCED BOULEVARD
 (WIDTH VARIES)



SUBJECT EXHIBIT A - PLAT TO ACCOMPANY
 LEGAL DESCRIPTION
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 BY JMS APPR. DCJ DATE 10/24/2023
 4 OF 5



255 SHORELINE DR.,
 SUITE 200
 REDWOOD CITY, CA 94065
 (650) 482-6300
 www.bkf.com

| LINE TABLE | | |
|------------|-------------|---------|
| LINE NO. | DIRECTION | LENGTH |
| L1 | N40°27'55"W | 140.03' |
| L2 | S04°32'05"W | 60.53' |
| L3 | N85°36'45"W | 57.58' |
| L4 | N04°32'05"E | 119.27' |
| L5 | S87°40'19"E | 65.02' |
| L6 | S20°14'15"E | 9.78' |
| L7 | N20°14'15"W | 54.26' |
| L8 | S02°19'41"W | 69.25' |
| L9 | S87°40'19"E | 28.17' |

| CURVE TABLE | | | | |
|-------------|---------|------------|---------|--|
| CURVE NO. | RADIUS | DELTA | LENGTH | |
| C1 | 80.00' | 90°04'59" | 125.78' | |
| C2 | 127.50' | 47°06'00" | 104.81' | |
| C3 | 525.50' | 7°36'02" | 69.71' | |
| C4 | 22.00' | 115°27'37" | 44.33' | |
| C5 | 91.50' | 27°08'25" | 43.34' | |
| C6 | 34.00' | 22°21'27" | 13.27' | |
| C7 | 29.00' | 115°48'34" | 58.62' | |
| C8 | 142.50' | 32°59'52" | 82.07' | |
| C9 | 639.00' | 5°09'54" | 57.60' | |
| C10 | 639.00' | 6°47'06" | 75.67' | |
| C11 | 373.00' | 3°08'59" | 20.50' | |

| RADIAL LINE TABLE | |
|-------------------|-------------|
| RADIAL LINE NO. | DIRECTION |
| R1 | N61°56'52"E |
| R2 | N24°36'01"W |
| R3 | S52°28'03"E |
| R4 | N62°58'39"E |

SUBJECT EXHIBIT A - PLAT TO ACCOMPANY
 LEGAL DESCRIPTION
 JOB NO. 20200835-10
 BY JMS APPR. DCJ DATE 10/24/2023
 5 OF 5

EXHIBIT B

Legal Description and Depiction of Easement Area and Public Sidewalk Area



EXHIBIT B
LEGAL DESCRIPTION
PUBLIC RIGHT-OF-WAY EASEMENT

EASEMENT AREA 1:

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Lot 06 as said lot is shown on that certain map entitled "FINAL MAP NO. 10699" filed for record on _____, 2023 in Book _____ of Final Maps, at pages _____, in the Office of the Recorder of the City and County of San Francisco, State of California, and being more particularly described as follows:

BEGINNING at the southwesterly corner of said Lot 06, being on the easterly right-of-way line of Lake Merced Boulevard, as shown on said map;

Thence leaving said easterly right-of-way line, along the southerly line of said Lot 06, South 87°40'19" East, 3.58 feet to a line parallel with and distant 3.58 feet easterly, measured at right angles, from said easterly right-of-way line;

Thence along said parallel line, North 02°19'41" East, 39.29 feet to the beginning of a tangent curve to the right;

Thence northeasterly along said tangent curve, having a radius of 8.00 feet, through a central angle of 67°26'04", an arc length of 9.42 feet;

Thence North 69°45'45" East, 0.24 feet to the northeasterly line of said Lot 06;

Thence along said northeasterly line, the following two (2) courses:

1. North 20°14'15" West, 3.62 feet to the beginning of a tangent curve to the right;
2. Northerly, along said tangent curve, having a radius of 373.00 feet, through a central angle of 03°08'59", an arc length of 20.50 feet to the most northerly corner of said Lot 06, being on said easterly right-of-way line;

Thence along said easterly right-of-way line, South 02°19'41" West, 69.25 feet to the **POINT OF BEGINNING**.

Containing 273 square feet, more or less.

Being a portion of APN 7333-005.

EASEMENT AREA 2:

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Lot 05 as said lot is shown on that certain map entitled "FINAL MAP NO. 10699" filed for record on _____, 2023 in Book _____ of Final Maps, at pages _____, in the Office of the Recorder of the City and County of San Francisco, State of California, and being more particularly described as follows:

BEGINNING at the most northwesterly corner of said Lot 05, being on the easterly right-of-way line of Lake Merced Boulevard, as shown on said map;

Thence leaving said easterly right-of-way line, along the northerly line of said Lot 05, South 87°40'19" East, 3.58 feet to a line parallel with and distant 3.58 feet easterly, measured at right angles, from said easterly right-of-way line;

Thence leaving said northerly line, along said parallel line, South 02°19'41" West, 100.00 feet to the beginning of a tangent curve to the right;

Thence leaving said parallel line, southerly along said tangent curve, having a radius of 180.00 feet, through a central angle of 11°26'47", an arc length of 35.96 feet to said easterly right-of-way line;

Thence along said easterly right-of-way line, North 02°19'41" East, 135.72 feet to the **POINT OF BEGINNING**.

Containing 443 square feet, more or less.

Being a portion of APN 7333-009.

Horizontal Datum & Reference System

The horizontal datum is the North American Datum of 1983: NAD 83 (2011) Epoch 2010.00 referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 coordinate system (CCSF-CS13). CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. See ROS 8080, filed April 4, 2014, in Book EE of Survey Maps at pages 147-157 in the Office of the Recorder of the City and County of San Francisco.

A plat showing the above-described parcel is attached hereto and made a part hereof.



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



David C. Jungmann, PLS 9267



11/06/2023

Date

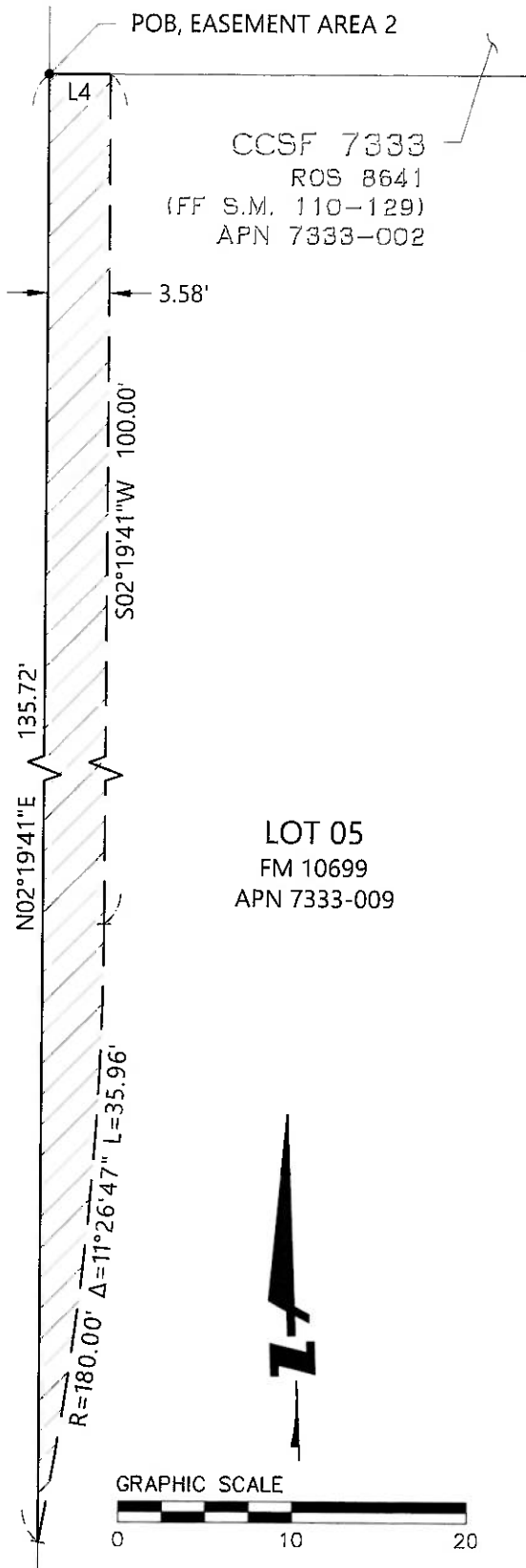
APPROVED LEGAL DESCRIPTION

Katharine S. Anderson, City and County Surveyor
City and County of San Francisco

By: _____
Katharine S. Anderson, P.L.S. 8499

END OF DESCRIPTION

LAKE MERCED BOULEVARD
(WIDTH VARIES)



LEGEND

APN ASSESSOR'S PARCEL NUMBER
DN DOCUMENT NUMBER
FM FINAL MAP
POB POINT OF BEGINNING
(R) DENOTES RADIAL BEARING
ROS RECORD OF SURVEY
S.M. BOOK OF SURVEY MAPS
SQ. FT. SQUARE FEET

———— LOT LINE
----- EASEMENT LINE
- - - - - FUTURE STREET DEDICATION LINE
- - - - - RADIAL LINE



EASEMENT AREA 1
SEE PAGE 4



EASEMENT AREA 2
AREA = 443± SQ. FT.

CURVE TABLE

| CURVE NO. | RADIUS | DELTA | LENGTH |
|-----------|---------|-----------|--------|
| C1 | 8.00' | 67°26'04" | 9.42' |
| C2 | 373.00' | 3°08'59" | 20.50' |

LINE TABLE

| LINE NO. | DIRECTION | LENGTH |
|----------|-------------|--------|
| L1 | S87°40'19"E | 3.58' |
| L2 | N69°45'45"E | 0.24' |
| L3 | N20°14'15"W | 3.62' |
| L4 | S87°40'19"E | 3.58' |

DRAWING NAME: \BKF\2023\20200835-10\20200835-10_Plat_Lake_Merced_2023-11-06.dwg
PLOT DATE: 11-06-23
PLOTTER BY: em

BKF

255 SHORELINE DR.,
SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300
www.bkf.com

SUBJECT EXHIBIT B – PLAT TO ACCOMPANY

LEGAL DESCRIPTION

JOB NO. 20200835-10

BY JMS

APPR. DCJ

DATE 11/06/2023

5 OF 5

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