

(Exempt from Recording Fees  
Pursuant to Government Code  
Section 27383)

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN  
TO:**

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

APN: 7331-256, 7331-260, & 7331-261

SPACE ABOVE FOR RECORDER'S USE

**NOTICE OF SPECIAL RESTRICTIONS  
FUTURE EMERGENCY VEHICLE ACCESS EASEMENT**

This NOTICE OF SPECIAL RESTRICTIONS (the "Notice") is made as of \_\_\_\_\_, 20\_\_ (the "Effective Date") by MAXIMUS PM PHASE 1D OWNER LLC, a Delaware limited liability company, as declarant, its successors and assigns (the "Declarant"), in favor of the City and County of San Francisco, a charter city and county of the State of California (the "City"), with reference to the following facts and circumstances:

A. Declarant is fee title owner of record of that certain real property located in the City legally described in the attached Exhibit A (the "Property"). The Property is "Lot 1", "Lot A", and "Lot B" as shown on that certain map entitled "FINAL MAP No. 10700" filed for record 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 (the "Final Map").

B. The Property is located on Block 21S of 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 the City (the "Enacting Ordinance"). The Enacting Ordinance took effect on July 9, 2011. All capitalized terms herein and not otherwise defined herein shall have the meaning set forth in the Development Agreement.

C. On June 7, 2011, the San Francisco Board of Supervisors adopted Ordinance No. 90-11, approving amendments to the Planning Code to establish the Parkmerced Special Use District (the "SUD"). The Property is located within the SUD, as described in Planning Code

Section 249.64. The SUD establishes that the Project shall be regulated by the controls contained in the “Parkmerced Design Standards and Guidelines” (the “DSG”), as required under Planning Code Section 249.64.

D. The Development Agreement, SUD, DSG, and Final Map contemplate a new development on Lot 1 of the Final Map (the “Future Development”); however, the final design of the Future Development remains uncertain as of the Effective Date of this Notice.

E. The Future Development will be required to comply with emergency vehicle access standards in the Uniform Codes (as that term is defined in the Development Agreement). At the size and density permitted by the SUD and DSG, it is anticipated that it may not be possible to provide emergency vehicle access required by the Uniform Codes solely on public right of way, meaning the City may require one or more emergency vehicle access easements over a portion or portions of the Property to ensure such required emergency vehicle access to the Future Development in perpetuity (each such easement, a “Future EVAE”).

F. City wishes to record this Notice to provide constructive notice to Declarant during the term of the Development Agreement that the City may require Declarant to grant one or more Future EVAE over portions of the Property.

NOW, THEREFORE, incorporating the above Recitals, the Declarant agrees and covenants as follows:

1. Future EVAE. Declarant hereby acknowledges that the Future Development may require one or more Future EVAE on the Property and each Declarant hereby agrees that it will promptly execute any such required Future EVAE substantially in the form attached hereto as Exhibit B, with the legal description of any such Future EVAE to be determined in accordance with the standards of the Uniform Codes (as that term is defined in the Development Agreement) applicable to the final design of the Future Development. Declarant’s failure to execute a Future EVAE for the Future Development required by the Uniform Codes shall be grounds for the City to withhold final approval for the Future Development.

2. Term. This Notice shall continue in full force and effect for the Term of the Development Agreement. During the Term of the Development Agreement, in the event that (a) the Development Agreement, SUD, DSG, and/or the Uniform Codes is amended such that a Future EVAE on the Property is no longer necessary to complete the Future Development, (b) a site or building permit for the Property has been issued by the City and the Developer has recorded against title for the Property any necessary Future EVAE substantially in the form attached hereto as Exhibit B, or (c) that the Future Development is no longer contemplated by the Development Agreement, SUD, or DSG, Declarant may request in writing that the City modify or terminate this Notice. In such event, the City, in its discretion (subject to City’s Implementing Approval obligations in Section 3.1 of the Development Agreement and the parties’ cooperation obligations in Section 3.9.1 of the Development Agreement) and acting through its Director of the Department of Building Inspection, may modify or terminate this Notice to conform to such circumstances. Following expiration or the earlier termination of the Development Agreement, this Notice shall be deemed terminated and of no further force and effect.

3. Subsequent Building Permits. As part of the submission of any building permit applications to the Department of Building Inspection on or after the Effective Date of this Notice that affect the Property, Declarant shall submit a copy of this Notice.

4. Governing Law. This Notice shall be governed and construed in accordance with the laws of the State of California.

5. Successors and Assigns; Binding Covenants; Run With the Land. From and after recordation of this Notice, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Notice, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained shall be binding upon Declarant and City, and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, and all persons or entities acquiring the Property, or any interest therein, whether by sale, operation of law, or in any manner whatsoever, and shall inure to the benefit of the Declarant and City and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All provisions of this Notice shall be enforceable as equitable servitudes and constitute covenants and benefits running with the land pursuant to applicable law, including but not limited to California Civil Code section 1468.

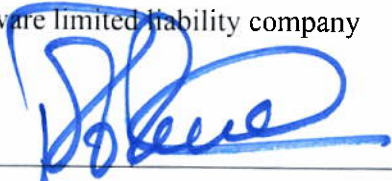
6. No Amendment of Development Agreement. The express purpose of this Notice is limited to satisfaction of the requirements of the Development Agreement and Final Map. This Notice solely restates certain rights and obligations of the Development Agreement and does not modify, amend, expand, or limit the rights and obligations of Declarant (including but not limited to the release of liability provisions of Section 11.6 of the Development Agreement and the Default provisions of Section 12.3 of the Development Agreement) or City under the Development Agreement in any manner.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Declarant has executed this instrument as of the Effective Date.

**DECLARANT:**

MAXIMUS PM PHASE 1D OWNER LLC,  
a Delaware limited liability company

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

Name: Robert A. Rosania

Title: President

**Acknowledged and Agreed:**

**CITY:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Patrick O'Riordan  
Director of Department of  
Building Inspection

APPROVED AS TO FORM

DAVID CHIU, City Attorney

By: \_\_\_\_\_  
[name]  
Deputy City Attorney

ACKNOWLEDGMENT

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF NEW YORK    )

On the 30<sup>th</sup> 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 ACKNOWLEDGMENT**  
**OF NOTARY PUBLIC**

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

State of California )  
County of San Francisco )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public,  
personally appeared \_\_\_\_\_, who proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**EXHIBIT A**

**Legal Description of the 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 01, A, and B, in Block 21S, as shown on that certain map entitled "FINAL MAP No. 10700" 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 01 containing 87,551 square feet, more or less, as calculated at and above an elevation of 199.33 feet; Lot A containing 7,931 square feet, more or less; and Lot B containing 2,057 square feet, more or less.

Being all of APNs 7331-256, 7331-260, and 7331-261.

**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.

**Vertical Datum & Reference System**

The vertical datum is the "CCSF 2013 NAVD88 Vertical Datum" (SFVD13) and referenced by the "CCSF 2013 Leveling Network".

Benchmark 10510: 2-1/2" domed brass disk at northeast corner of Lake Merced Blvd & Brotherhood Way stamped "T-0158." in concrete island formed by northbound Lake Merced Blvd & turn lanes of westbound Brotherhood Way. 10.3' north of north face of curb of handicap ramp in island. 10.3' east of pedestrian traffic signal. 6.7' east of east face of curb of Lake Merced Blvd. Elevation = 52.034 U.S. Survey Feet.

Benchmark 10166: 1/2" domed steel pin at southwest corner of 19th Ave & Crespi Drive in concrete sidewalk at curb return. Near back of walk. On line with end curb return. 10' southwesterly -radial of face of curb. Elevation = 176.214 U.S. Survey Feet.



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



09/21/2023

Dated

APPROVED LEGAL DESCRIPTION

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

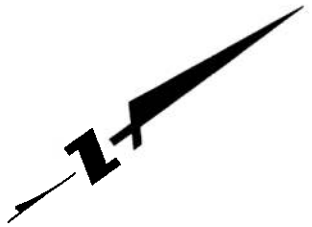
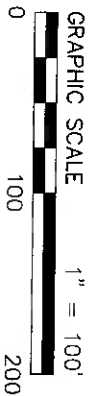
By:

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

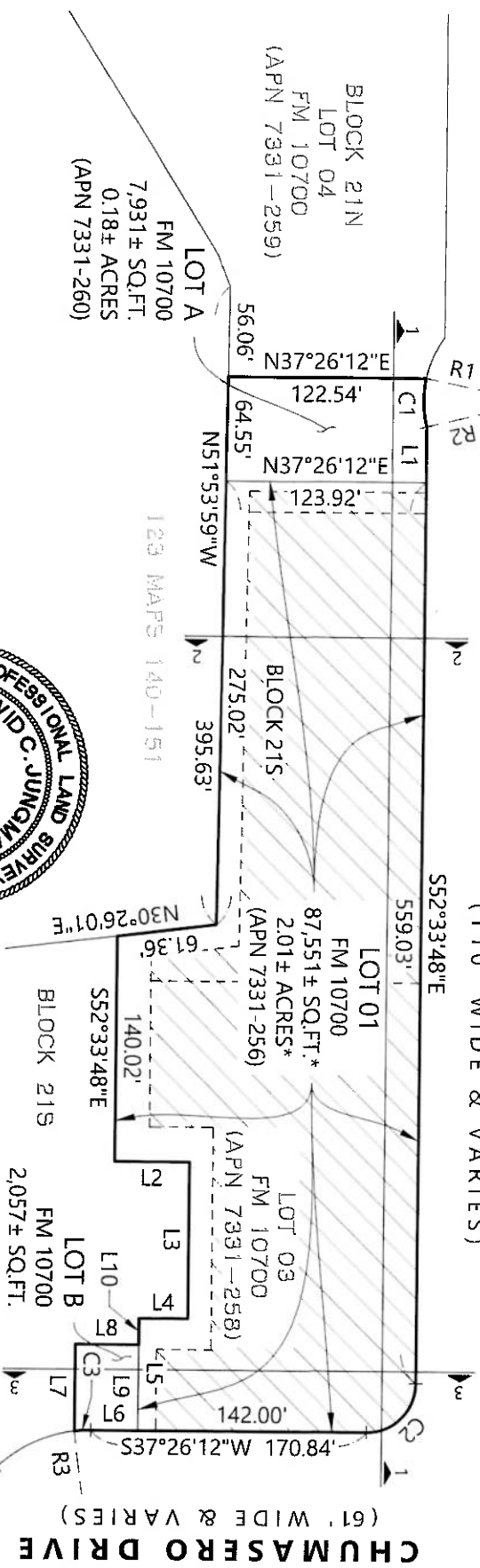
**END OF DESCRIPTION**

**LEGEND**

- FM FINAL MAP
- SUBJECT BOUNDARY LINE
- LOT LINE
- RADIAL LINE
- VERTICAL STEP IN LOT LINE
- [Hatched Box] LOT 03 PER FM 10700, NOT A PART, EXISTS BELOW LOT 01, SEE SHEET 4



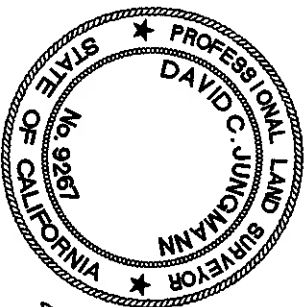
**FONT BOULEVARD**  
(110' WIDE & VARIES)



**CHUMASERO DRIVE**  
(61' WIDE & VARIES)

**\* LOT 01 AREA NOTE**

AREA SHOWN FOR LOT 01 WAS CALCULATED AT AND ABOVE AN ELEVATION OF 199.33 FEET.



*[Handwritten Signature]*

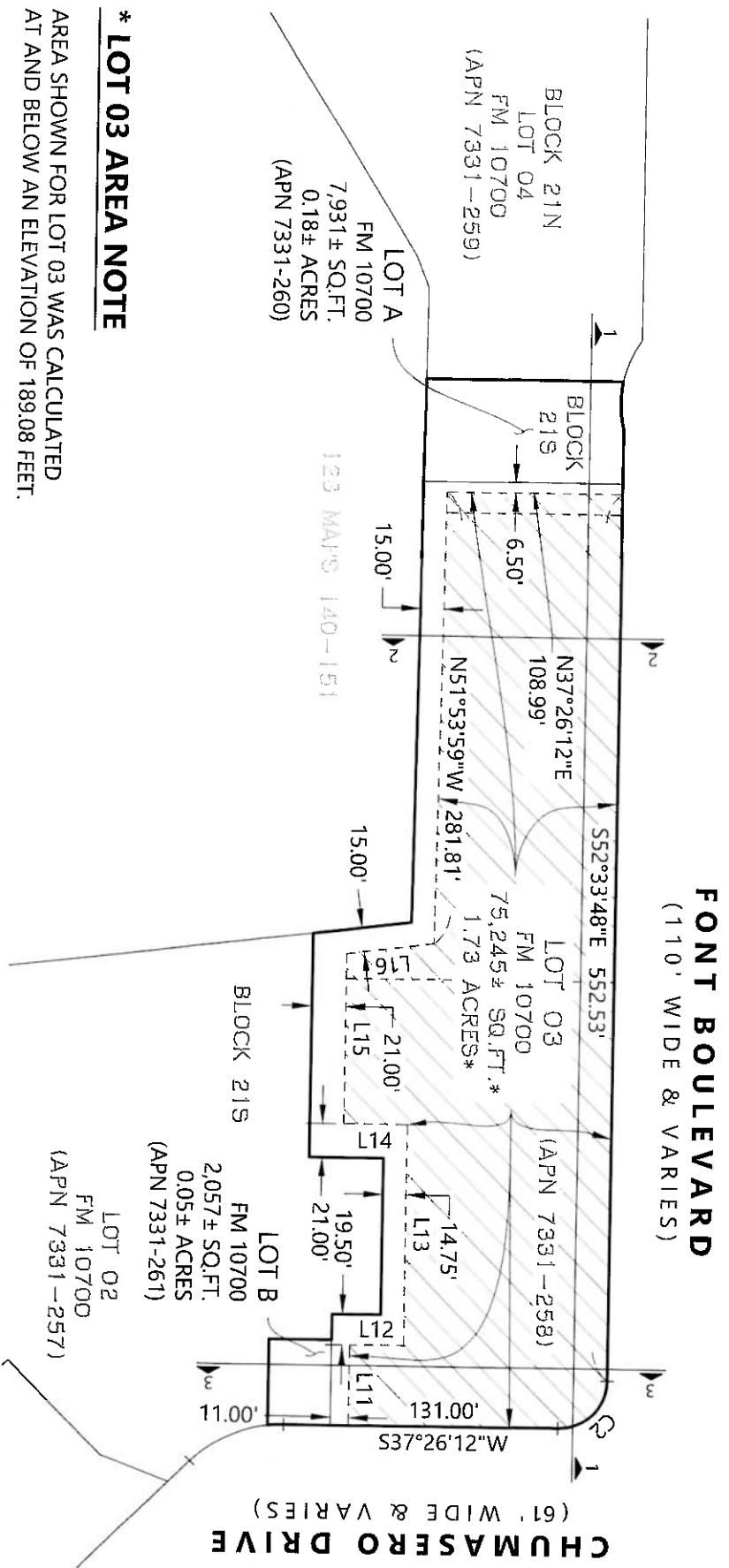
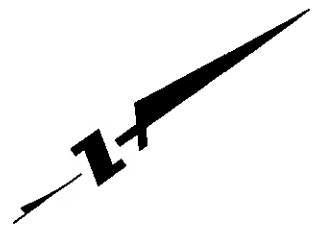
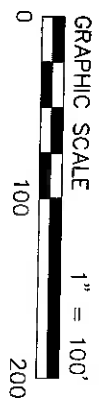
**BKF**  
 255 SHORELINE DR.,  
 SUITE 200  
 REDWOOD CITY, CA 94065  
 (650) 482-6300  
 www.bkf.com

SUBJECT EXHIBIT A - PLAT TO ACCOMPANY  
 LEGAL DESCRIPTION  
 JOB NO. 20200835-11  
 BY JMS APPR. DCJ DATE 09/21/2023  
 3 OF 6

**LEGEND**

- FM FINAL MAP
- SUBJECT BOUNDARY LINE
- - - LOT LINE
- - - RADIAL LINE
- - - VERTICAL STEP IN LOT LINE
- ▨ LOT 03 PER FM 10700, NOT A PART, EXISTS BELOW LOT 01

**LOT 03 DETAIL SHEET**



**\* LOT 03 AREA NOTE**

AREA SHOWN FOR LOT 03 WAS CALCULATED AT AND BELOW AN ELEVATION OF 189.08 FEET.

**BKF**  
 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. 20200835-11  
 BY JMS APPR DCU DATE 09/21/2023  
 4 OF 6



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

LINE TABLE

LINE NO.	DIRECTION	LENGTH
L1	S52°33'48"E	34.48'
L2	N37°26'12"E	46.05'
L3	S52°33'48"E	97.09'
L4	S37°26'12"W	30.05'
L5	S52°33'48"E	69.45'
L6	S37°26'12"W	28.84'
L7	S52°33'48"E	53.65'
L8	S37°26'12"W	38.75'

LINE TABLE

LINE NO.	DIRECTION	LENGTH
L9	N52°33'48"W	53.04'
L10	N52°33'48"W	16.41'
L11	N52°33'48"W	49.95'
L12	N37°26'12"E	33.80'
L13	N52°33'48"W	137.59'
L14	S37°26'12"W	39.80'
L15	N52°33'48"W	106.49'
L16	N30°26'01"E	55.16'

CURVE TABLE

CURVE NO.	RADIUS	DELTA	LENGTH
C1	68.50'	25°21'40"	30.32'
C2	30.00'	90°00'00"	47.12'
C3	81.50'	6°59'13"	9.94'

RADIAL LINE TABLE

LINE NO.	DIRECTION
R1	N48°55'07"E
R2	N23°33'26"E
R3	S59°33'01"E

SUBJECT EXHIBIT A - PLAT TO ACCOMPANY

LEGAL DESCRIPTION

JOB NO. 20200835-11

BY JMS

APPR DCJ

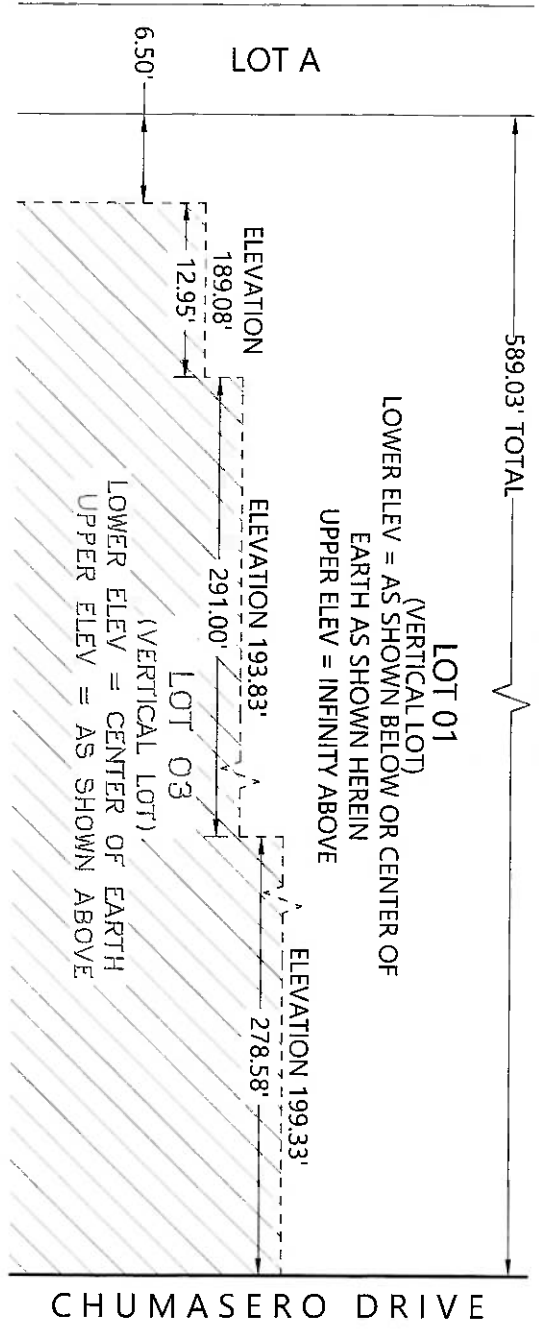
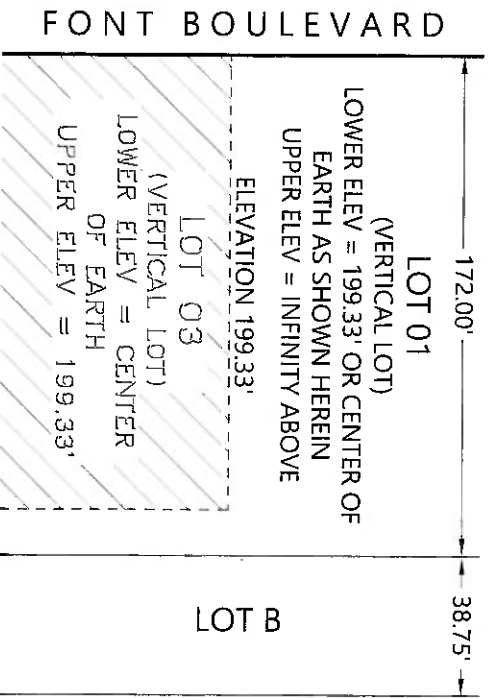
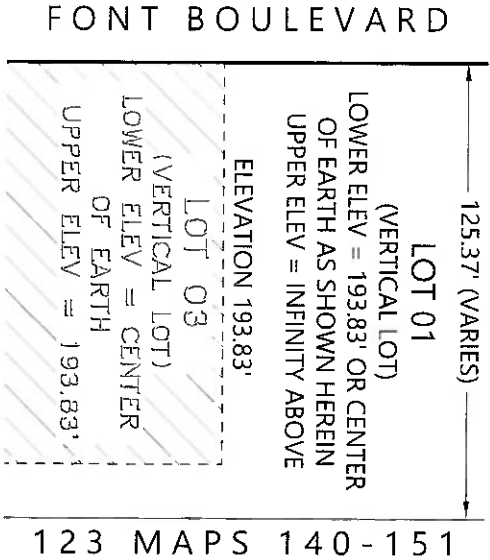
DATE 09/21/2023

5 OF 6



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. 20200835-11  
 BY JMS APPR DCJ DATE 09/21/2023  
 6 OF 6



**EXHIBIT B**

**Form of Future EVAE**

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

The undersigned hereby declares this instrument to be exempt from Recording Fees (Govt. Code § 27383) and from Documentary Transfer Tax (CA Rev. & Tax. Code 11922 and SF Bus. and Tax Reg. Code 1105)

---

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

APN: \_\_\_\_\_

## EMERGENCY VEHICULAR ACCESS EASEMENT AGREEMENT

This EMERGENCY VEHICULAR ACCESS EASEMENT AGREEMENT (this "**Agreement**"), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**"), and MAXIMUS PM PHASE 1D OWNER LLC, a Delaware limited liability company ("**Owner**"), is executed as of \_\_\_\_\_, 2023 (the "**Effective Date**").

### RECITALS

- A. Owner owns the real property located in San Francisco, California, and fully described and depicted on the attached Exhibit A-1 (the "**Burdened Property**").
- B. The Burdened Property is \_\_\_\_\_ on that certain map entitled "FINAL MAP No. 10700" filed for record 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 (the "**Final Map**").
- C. The Burdened Property is located on Block 21S of 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 the City (the "**Enacting Ordinance**"). The Enacting

Ordinance took effect on July 9, 2011. All capitalized terms herein and not otherwise defined herein shall have the meaning set forth in the Development Agreement.

D. This Agreement is being entered in to pursuant to that certain Notice of Special Restrictions Future Emergency Vehicle Access Easement by Owner in favor of City dated \_\_\_\_\_, 2023 and recorded in the Official Records on \_\_\_\_\_, 2023 as Document No. \_\_\_\_\_.

E. Owner desires to grant a non-exclusive, irrevocable emergency vehicular ingress, egress and access easement over a portion of the Burdened Property as described on Exhibit A-2 (the "Easement Area").

F. Owner agrees to grant such an emergency access easement to City on the terms and conditions specified in this Agreement.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. Pursuant to the terms and conditions specified in this Agreement, and commencing on the Effective Date, Owner grants to City a non-exclusive, irrevocable easement in gross on, over and across the Easement Area for emergency vehicular access over the Easement Area ("**Emergency Access Easement**"). The vertical limits of the Easement Area shall extend from ground level (finished surface) to a height of sixty-eight (68) feet above ground level (finished surface).

Without limiting the foregoing, this Agreement does not prohibit Owner, its successors, assigns, grantees, and licensees from using the Easement Area after the Effective Date in any manner that does not interfere with the Emergency Access Easement, including, but not limited to, installing, maintaining, repairing, replacing or removing improvements in the Easement Area, the Burdened Property, or the abutting privately owned lots, as long as interim measures are made available for emergency access over the Easement Area or the Burdened Property to the satisfaction of the City's Fire Department. City acknowledges that Owner may install, maintain, repair, replace or remove structures and appurtenances on the Burdened Property in the area outside of or airspace above the Easement Area after the Effective Date in any manner that does not interfere with the Emergency Access Easement.

2. As-Is Condition. City's use of the Emergency Access Easement pursuant to this Agreement shall be with the Easement Area in its "as is" physical condition. Owner makes no representations or warranties under this Agreement with respect to the current physical condition of the Easement Area and shall have no responsibility to City under this Agreement with respect thereto, except as otherwise specifically set forth in this Agreement. City waives any and all claims against Owner arising from, out of or in connection with the suitability of the physical conditions of the Easement Area for the Emergency Access Easement as long as Owner performs its maintenance obligations



with respect to the Easement Area as specified in this Agreement and Owner does not take any action or allow any condition to remain that would impair City's use of the Emergency Access Easement. Nothing herein shall be construed in any way to alter, amend, or otherwise relieve Owner of its responsibilities with regard to the physical condition of the Easement Area (including without limitation, responsibilities with regard to environmental investigation and remediation and construction of public improvements) set forth in any other document, instrument or agreement between City and Owner. Notwithstanding anything to the contrary in this Agreement, City shall have no liability for any claims or damages in connection with any hazardous material on or in the Easement Area, except to the extent that City caused the release on or in the Easement Area.

3. Maintenance and Repair. Commencing on the Effective Date, except as otherwise expressly permitted under Section 1 above, Owner shall maintain the Easement Area, and any surface improvements from time to time constructed on the Easement Area, at all times in a level, good and safe condition consistent with City's use of the Emergency Access Easement and City's load requirements for emergency vehicles. Owner shall perform such repair and maintenance at its sole expense and to City's reasonable satisfaction. City shall have no obligation under this Agreement to maintain or repair the Easement Area or to maintain, repair, replace or remove any improvements or materials in the Easement Area.

4. No General Liability: Insurance. City shall not be liable pursuant to this Agreement for any injury or damage to any person on or about the Burdened Property or any injury or damage to the Burdened Property, to any property of any tenant or occupant, or to any property of any other person, entity or association on or about the Burdened Property, except to the extent such injury or damage is caused solely by City's willful misconduct or gross negligence relating to City's use of the Emergency Access Easement. City shall have no obligation to carry liability insurance with respect to its use of the Emergency Access Easement.

5. Default; Enforcement. Owner's failure to perform any of its covenants or obligations under this Agreement and to cure such non-performance within thirty (30) days of written notice by City of such failure shall constitute a default under this Agreement; provided that if more than thirty (30) days are reasonably required to cure such failure, no event of default shall occur if Owner commences such cure within such thirty (30) day period and diligently prosecutes such cure to completion. Upon such default, City 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 Emergency Access Easement herein granted. In the event of any breach of this Agreement, City shall be entitled to recover all attorneys' fees and costs reasonably incurred in connection with City's enforcement activities and actions.

City shall have all rights and remedies at law and in equity in order to enforce the Emergency Access Easement and the terms of this Agreement. 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.

6. Run with the Land; Exclusive Benefit of Parties. The rights and obligations set forth herein shall burden the Burdened Property, run with the land, and bind all successor owners of the Burdened Property for the benefit of City. This Agreement is for the exclusive benefit of City and Owner and their respective successors and assigns and not for the benefit of, nor give rise to any claim or cause of action by, any other party. This Agreement shall not be deemed a dedication of any portion of the Easement Area to or for the benefit of the general public.

7. Abandonment of Easement. City may, at its sole option, abandon the Emergency Access Easement by recording a quitclaim deed. Upon recording such quitclaim deed, this Agreement and the Emergency Access Easement and all rights, duties and liabilities hereunder shall be 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 Section, shall be deemed City's abandonment of the Emergency Access Easement.

8. Notices. All notices, demand, consents or approvals given hereunder shall be in writing and shall be personally delivered, or sent by a nationally-recognized overnight courier service that provides next business day delivery services, provided that next business day service is requested, or by United States first-class mail, postage prepaid, to the following addresses (or any other address that a party designates by written notice delivered to the other party pursuant to the provisions of this Section):

If to City:        Director of Department of Public Works  
                         Department of Public Works  
                         City and County of San Francisco  
                         49 South Van Ness Avenue, Suite 1600,  
                         San Francisco, California 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: Carol Wong

and to:            Director of Property  
                         Real Estate Department  
                         25 Van Ness Avenue, Suite 400  
                         San Francisco, California 94102

If to Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with copies to: J. Abrams Law, P.C.  
538 Hayes Street  
San Francisco, California 94102  
Attention: Jim M. Abrams

9. MacBride Principles — Northern Ireland. City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Owner acknowledges that it has read and understands the above statement of City concerning doing business in Northern Ireland.

10. Tropical Hardwood and Virgin Redwood Ban. City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.

11. General Provisions. (a) This Agreement may be amended or modified only by a writing signed by City and Owner and recorded in the Official Records of the City and County of San Francisco. (b) No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) This Agreement contains the entire agreement between the parties with respect to the Emergency Access Easement and all prior negotiations, discussions, understandings and agreements are merged herein. (d) This Agreement shall be governed by California law and City's Charter. (e) If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes of this Agreement, the reasonable fees of attorneys of the Office of the City Attorney of the City and County of San Francisco shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the City Attorney's Office. (f) This Agreement does not create a partnership or joint venture between City and Owner as to any activity conducted by Owner on, in or relating to the Easement Area. (g) Time is of the essence of this Agreement and each party's performance of its obligations hereunder. (h) All representations, warranties, waivers, releases, indemnities and surrender obligations given or made in this Agreement shall survive the termination of this Agreement or the extinguishment of the Emergency Access Easement. (i) If any provision of this Agreement is deemed invalid by a judgment or court order, such invalid provision shall not affect any other provision of this Agreement, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as partially

invalidated would be unreasonable or grossly inequitable under all of the circumstances or would frustrate the purpose of this Agreement. (j) All section and subsection titles are included only for convenience of reference and shall be disregarded in the construction and interpretation of the Agreement. (k) Owner represents and warrants to City that the execution and delivery of this Agreement by Owner and the person signing on behalf of Owner below has been duly authorized and Owner is a limited liability company duly formed, validly existing and in good standing under the laws of the State of California. (l) City represents and warrants to Owner that the execution and delivery of this Agreement by City and the person signing on behalf of City below has been duly authorized.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER:

MAXIMUS PM PHASE 1D OWNER  
LLC, a Delaware limited liability company

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

CITY:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Andrico Penick  
Director of Property

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: \_\_\_\_\_  
Carol Wong  
Deputy City Attorney

**CERTIFICATE OF ACKNOWLEDGMENT  
OF NOTARY PUBLIC**

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

State of California )  
County of San Francisco )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGMENT**  
**OF NOTARY PUBLIC**

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

State of California )  
County of San Francisco )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public,  
personally appeared \_\_\_\_\_, who proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

**Government Code Section 27281**

This is to certify that the interest in the real property conveyed by the Emergency Vehicular Access Easement Agreement dated \_\_\_\_\_, 202\_, from MAXIMUS PM PHASE 1D OWNER LLC, a Delaware limited liability company to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), is hereby accepted by the undersigned on behalf of City, pursuant to the authority conferred by Ordinance No. 89-11 adopted on June 07, 2011 and the City consents to the recordation thereof, by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunder set my hand this \_\_\_\_ day of \_\_\_\_\_, 202\_.

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
ANDRICO Q. PENICK  
Director of Real Estate



**Exhibit A-1**  
**Burdened Property**

**Exhibit A-2**  
**Legal Description of Easement Area**