

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

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

No fee for recording pursuant to Government
Code Section 27383

APN: 6310-005

[Space Above for Recorder's Use]

EASEMENT AGREEMENT

(Sunnydale Avenue (Final Map 11040 Former Lot H))

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body corporate and politic (“**Grantor**”), grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation and its successors and assigns (“**City**”), a perpetual easement for public street and utility purposes, over, across, and under Grantor’s certain real property, which is located in San Francisco, California and described on attached Exhibit A and depicted on Exhibit B (the “**Easement Area**”), which shall be referred to hereafter as the “**Easement**.”

Grantor, as lessor, and Sunnydale Phase 3 Infrastructure, LLC, as lessee (“**Developer**”), entered into that certain Ground Lease Agreement dated as of [_____] (the “**Ground Lease**”). A portion of the leased premises in the Ground Lease includes the Easement Area. Developer hereby consents to the Easement to City as it relates to Developer’s leasehold interest in the Easement Area.

1. Nature of Easement. The Easement is a perpetual, non-exclusive easement in gross for the right to use, and guarantee availability for use, of the Easement Area for public street and utility purposes.

2. Use. The Easement is part of City’s dedicated right of way until terminated (if at all) on the conditions specified in Section 5 below. City’s Easement rights shall include all public street and utility uses, including but not limited to the same City activities and uses in the portion of the City dedicated right of way abutting the Property or are otherwise necessary for the full enjoyment and accomplishment of the purposes of the Easement. City’s Easement rights may be exercised by City’s agents, contractors, subcontractors, suppliers, consultants, employees, or representatives, or by other authorized persons acting for or on behalf of City.

3. Right to Trim and Cut Trees and Vegetation; Full Enjoyment. City shall have the right, but not the obligation, to trim and cut trees and vegetation, if any, that may affect City’s Easement rights or pose a hazard to any existing or future City-owned or requested utilities or

improvements, and the right to do such other things as are necessary for the full enjoyment and accomplishment of the purposes of the Easement, which shall include, where applicable, but are not be limited to, paving, street base, signage, traffic controls, striping, parking meters, water, sewer, power, gas, and communications facilities or any accessories or appurtenances thereto.

4. Non-City Use. Until the Easement is terminated (if at all) pursuant to Section 5 below, any non-City party must obtain all required permits from City's Department of Public Works before installing improvements or performing work within the Easement Area.

5. Termination. The Easement will terminate on issuance of a notice of termination or executed quitclaim deed by the City Public Works Director ("**PW Director**") (i) following City acceptance of replacement street improvements for the realigned Sunnydale Avenue identified as Lot K on Final Map No. 12077; or (ii) on such earlier date in the PW Director's discretion, in consultation with the affected City departments, if the Easement is no longer needed by the City due to adequate alternative public street and utility access.

6. Exhibits. The exhibits referenced in and attached to this Easement Agreement are incorporated into and made a part of this Easement Agreement.

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

[SIGNATURE PAGES FOLLOW]

Executed as of this _____ day of _____, 20__.

GRANTOR:

HOUSING AUTHORITY OF THE CITY AND
COUNTY OF SAN FRANCISCO,
a public body corporate and politic

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Name: Germaine Tonia Lediju
Title: Chief Executive Officer

By: _____
Dianne Jackson McLean
Goldfarb & Lipman LLP
Special Counsel to Authority

DEVELOPER:

SUNNYDALE INFRASTRUCTURE LLC,
a California limited liability company

By: _____
Name: Elizabeth Kuwada
Title: Vice President

**Accepted and agreed:
CITY:**

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Andrico Q. Penick
Director of Property

RECOMMENDED:

By: _____
Carla Short
Director, San Francisco Public Works

APPROVED AS TO FORM:

DAVID CHIU,
City Attorney

By: _____
Jessie Alfaro-Cassella
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: _____
William E. Blackwell Jr., PLS 8251
Acting City & County Surveyor

NOTARY 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 California)

) ss

County of San Francisco)

On _____, before me, _____, a notary public in and for said State, 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 _____ (Seal)

NOTARY 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 California)
) ss

County of San Francisco)

On _____, before me, _____, a notary public in and for said State, 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 _____ (Seal)

NOTARY ACKNOWLEDGMENT

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State of California)

) ss

County of San Francisco)

On _____, before me, _____, a notary public in and for said State, 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 _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION AND PLAT OF EASEMENT AREA

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

ALL OF LOT H, AS LOT H IS SHOWN ON THAT MAP ENTITLED, "FINAL MAP 11040", RECORDED APRIL 1, 2022, IN BOOK 2 OF FINAL MAPS, PAGES 95 THROUGH 99, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

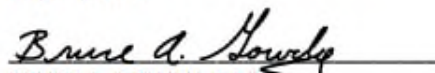
BEGINNING AT NORTHWESTERLY CORNER OF LOT G, AS SAID LOT IS SHOWN ON FINAL MAP 11040; THENCE ALONG THE WESTERLY LINE OF LOT G, SOUTH 19°24'00" WEST 76.00 FEET; THENCE NORTH 70°36'00" WEST 1.18 FEET; THENCE WESTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTH, THE CENTER OF WHICH BEARS SOUTH 12°48'03" WEST 1132.00 FEET, THROUGH A CENTRAL ANGLE OF 09°26'03", AN ARC LENGTH OF 186.39 FEET; THENCE WESTERLY ALONG A COMPOUND CURVE WITH A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 12°42'21", AN ARC LENGTH OF 44.35 FEET; THENCE NORTH 04°35'00" EAST 70.44 FEET; THENCE EASTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 05°04'18" EAST 255.00 FEET, THROUGH A CENTRAL ANGLE OF 02°08'58", AN ARC LENGTH OF 9.57 FEET; THENCE EASTERLY ALONG A REVERSE CURVE, CONCAVE TO THE SOUTH, WITH A RADIUS OF 831.00 FEET, THROUGH A CENTRAL ANGLE OF 07°08'52", AN ARC LENGTH OF 103.67 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 01°45'43" WEST 43.50 FEET, THROUGH A CENTRAL ANGLE OF 11°25'55", AN ARC LENGTH OF 8.68 FEET; THENCE EASTERLY ALONG A REVERSE CURVE, CONCAVE TO THE SOUTH, WITH A RADIUS OF 96.50 FEET, THROUGH A CENTRAL ANGLE 29°01'52", AND ARC LENGTH OF 48.90 FEET; THENCE NORTH 19°24'00" EAST 16.69 FEET; THENCE SOUTH 70°36'00" EAST 78.76 TO THE POINT OF BEGINNING.

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PLAT (EXHIBIT B), ATTACHED AND MADE A PART HEREOF.

END OF DESCRIPTION

PREPARED BY:
MARTIN M. RON ASSOCIATES, INC
July 23, 2024


BRUCE A. GOWDY, P.L.S.

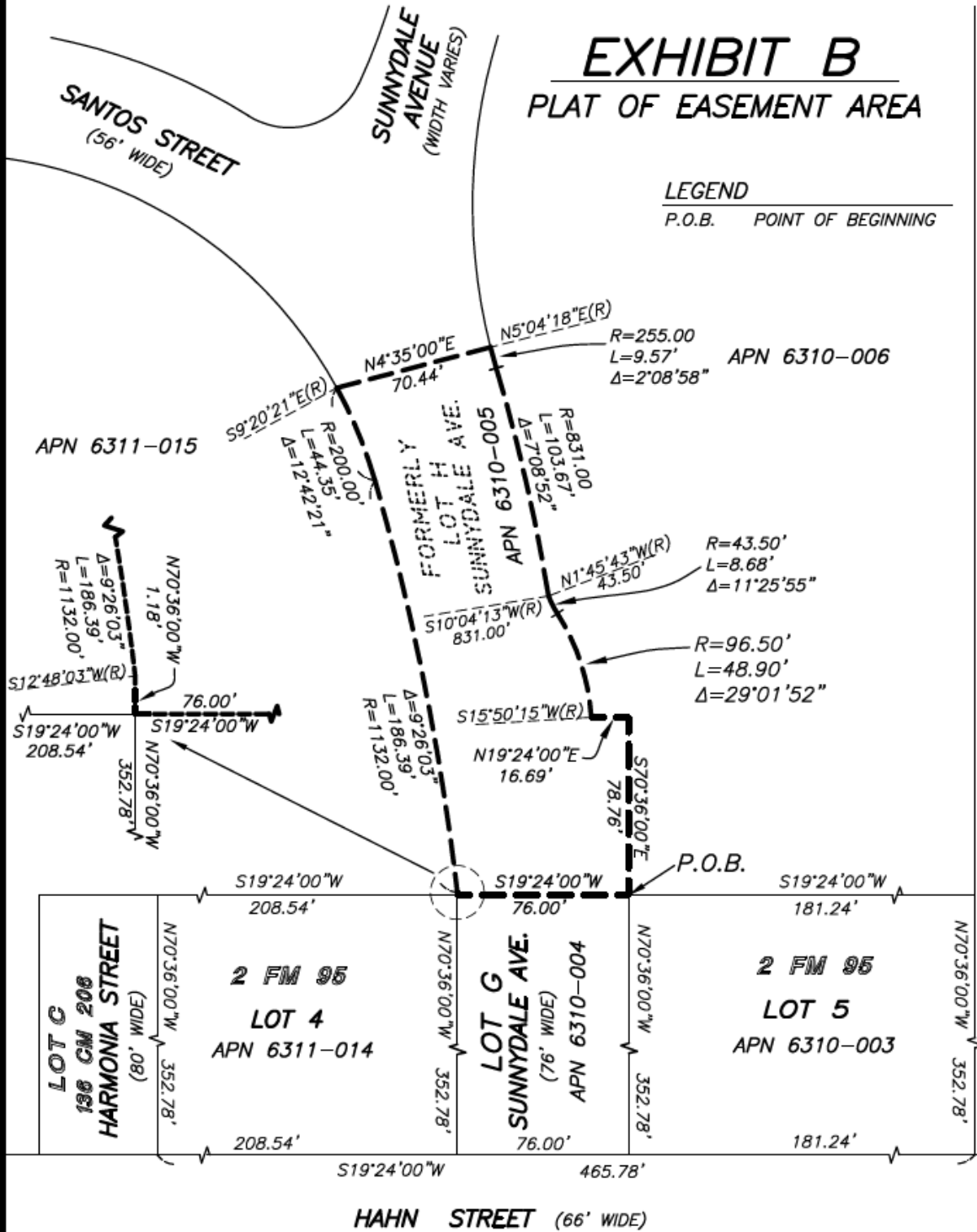


SUNNYDALE_PHASE 3+4: FORMER LOT H_ROW EASEMENT.docx
07-23-24

EXHIBIT B PLAT OF EASEMENT AREA

LEGEND

P.O.B. POINT OF BEGINNING



JOHN McCLAREN PARK
CITY & COUNTY OF S.F.
APN 6220-020

NOTE

THE LOTS SHOWN HEREON ARE AS SHOWN ON "FINAL MAP 11040", RECORDED APRIL 1, 2022, BOOK 2 OF FINAL MAPS, PAGES 95-99, UNLESS OTHERWISE INDICATED.



SCALE: 1"=60'
0' 60'

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Easement Agreement, dated _____, 20__, to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Ordinance No. _____, approved _____, and the City consents to recordation thereof by its duly authorized officer.

Dated: _____, 20__

CITY AND COUNTY OF SAN
FRANCISCO,
a municipal corporation

By: _____
Andrico Q. Penick
Director of Property

