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: Block 4624; Lots 446, 447, 448 and 451

[Space Above for Recorder's Use]

EASEMENT AGREEMENT

(Emergency Vehicle Access Easement)

(Final Map No. 9677)

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 emergency vehicle access, in, across, and through Grantor's certain real property, which is located in San Francisco, California and described in attached Exhibits A-1 through A-4 and depicted in attached Exhibits B-1 through B-4 (collectively, the "**Easement Area**"), which shall be referred to hereafter as the "**Easement**."

1. Nature of Easement. The Easement is a perpetual, non-exclusive easement in gross for the right to use, and guarantee availability for use of, the Easement Area for emergency vehicle access owned or operated by the City or by a City contractor ("**Permitted Use**").

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

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

a. Maintenance and Repair. Grantor or Grantor's Agents shall maintain the Easement Area, and any surface improvements from time to time constructed thereon, at all times

in a level, good and safe condition consistent with emergency access and City's load requirements for emergency vehicles. Grantor or Grantor's Agents shall perform such repair and maintenance at its sole expense and to the City's reasonable satisfaction. Except as set forth in Section 4 below, City shall have no obligation under this Easement Agreement to maintain or repair the Easement Area or to maintain, repair, replace or remove any improvements or materials in the Easement Area.

b. City's Right to Remove Interfering Improvements. City may remove any improvements that may damage or interfere with or impede emergency vehicle access without any notice, liability, or obligation to replace the same except as provided in Section 4 below. The foregoing sentence shall not apply to any improvements constructed pursuant to improvement plans previously reviewed and approved by City through its Department of Public Works.

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

4. City's Use of the Easement.

a. City's rights under this Agreement may be exercised by City's Agents.

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

c. City shall indemnify, defend (with counsel reasonably approved by Grantor and Grantor's Agents), and hold Grantor and Grantor's Agents harmless from and against any cost, expense, liability, damage or injury to property or persons to the extent caused by City's gross negligence or willful misconduct (or that of City's Agents) in the exercise of the rights granted to, or reserved by, City hereunder. Notwithstanding anything herein to the contrary, this Section 4(c) shall survive the expiration and termination of this Easement.

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

6. Notices, Demands and Communications. Whenever any notice or any other communication is required or permitted to be given under any provision of this Easement Agreement (as, for example, where a party is permitted or required to "notify" the other party), such notice or other communication shall be in writing, signed by or on behalf of the party giving the notice or other communication, and shall be deemed to have been given on the earliest to occur

of (i) the date of the actual delivery, or (ii) if mailed, on the delivery date shown on the return receipt, in each case to the respective address(es) of the party to whom such notice is to be given as set forth below, or at such other address of which such party shall have given notice to the other party as provided in this Section 5. Legal counsel for any party may give notice on behalf of such party.

If to Grantor, to:	Housing Authority of the City and County of San Francisco 1815 Egbert Avenue San Francisco, California 94124 Attention: Chief Executive Officer
With a copy to	Goldfarb & Lipman LLP 1300 Clay Street, 11th Floor Oakland, California 94612 Attention: Dianne Jackson McLean, Esq.
If to City, to:	San Francisco Real Estate Division Real Estate Director 25 Van Ness Avenue, Suite 400 San Francisco, CA 94102
With copies to:	Attn: Public Works Director San Francisco Public Works 49 South Van Ness Avenue San Francisco, CA 94103 Attn: Real Estate/Finance Team Office of the City Attorney City Hall, Room 234 1 Dr. Carlton R. Goodlett Place San Francisco, CA 94102

7. Abandonment of Easement. City may, at its sole option, abandon the Easement by recording a quitclaim deed. Except as otherwise provided in this Easement Agreement, upon recording such quitclaim deed, the 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 paragraph shall be deemed abandonment of the Easement.

8. HUD Requirements. The Parties acknowledge and agree that this Easement Agreement is subject to the review and approval of the United States Department of Housing and Urban Development ("**HUD**").

a. Conflict Clause. To the extent that any of the foregoing is in conflict with the requirements of the United States Housing Act of 1937 (1937 Act), as amended, federal

regulations, and the Annual Contributions Contract ("**ACC**"), as amended, and other HUD requirements, the HUD requirements shall control and govern in such instances of conflict.

b. Indemnification Clause. It is acknowledged and agreed that Grantor has no authority to provide guarantees, indemnifications, rights of set off, or other pledges involving the assets of any Public Housing Project (as the term 'Project' is defined in the ACC between Grantor and HUD (the "**Public Housing Project**") or other assets of Grantor, including any Housing Choice Voucher ("**HCV**") related assets of Grantor. Accordingly, except as approved by HUD in writing, it is acknowledged that there is no legal right of recourse against: (1) any Public Housing Project of Grantor; (2) any operating receipts (as the term "operating receipts" is defined in ACC), HCV receipts or Capital or Operating Funds of Grantor; (3) any public housing operating reserve of Grantor reflected Grantor's annual operating budget and required under the ACC, or (4) any other asset of Grantor related to the 1937 Act. Should any assets of Grantor be identified at a later date as meeting the criteria set forth above, any guarantees, indemnifications, right of set off, or other pledges involving those assets will be deemed null, void, and unenforceable.

c. Termination Clause. If HUD approves the termination of the ACC at the Public Housing Project and/or release of the Declaration of Trust/Declaration of Restrictive Covenant(s) (e.g., through a disposition under Section 18 of the 1937 Act, the Rental Assistance Demonstration ("**RAD**") program or any other removal action of the Special Applications Center), Grantor may terminate this Easement. In addition, if HUD determines that the Easement does not comply with federal public housing requirements, Grantor may terminate this Easement.

d. HUD is not a Guarantor. HUD is not a Guarantor of Grantor and is not liable for the actions of Grantor under this Easement Agreement.

e. No Assignment Rights or Rights of Mortgage or Security Interests. The Easement Agreement does not include any assignment rights or rights of mortgage or security interests unless HUD approval under section 30 of the 1937 Act has been obtained.

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

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

By: _____
Name: Daniel Adams
Title: Acting Executive Director

APPROVED AS TO FORM AND LEGALITY:

_____
Dianne Jackson McLean, Esq.
Goldfarb & Lipman LLP
Special Counsel to Authority

Accepted and agreed:
GRANTEE:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Sarah R. Oerth
Director of Property

RECOMMENDED:

By: _____
Carla Short
Director
San Francisco Public Works

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Vicente P. Reyes
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: _____

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)

Exhibits A-1 through A-4

LEGAL DESCRIPTION OF EASEMENT AREA

[As Attached]

EXHIBIT A-1
Emergency Vehicle Access Easement
(over Lot A – Final Map No. 9677)

Lying within the City of San Francisco, County of San Francisco, State of California, and being a portion of Lot 10 as shown on "Final Map No. 5461", filed for record in the Office of the Recorder of the City and County of San Francisco in Book DD of Survey Maps, at Pages 90 through 97, San Francisco City and County Records, and a portion of the lands described in that deed recorded February 7, 1962 in Book A378, Page 300, Official Records, San Francisco City and County Records, being more particularly described as follows:

Commencing at an angle point on the easterly line of Lot 10, said point being the southerly terminus of a course being North 06°32'52" East, 369.96 feet as shown on said Final Map No. 5461; thence northerly along the easterly line of said Lot 10, North 06°32'52" East, 46.96 feet; thence leaving said easterly line of said Lot 10, North 78°46'13" West, 193.94 feet; thence North 89°29'16" West, 37.99 feet; thence North 0°30'44" East, 47.90 feet to the Point of Beginning; thence from said Point of Beginning, North 0°30'44" East 26.00 feet; thence South 89°29'16" East, 12.14 feet; thence South 72°12'00" East, 139.90 feet; thence South 17°48'00" West, 26.00 feet; thence North 72°12'00" West, 135.95 feet; thence North 89°29'16" West, 8.19 feet to the Point of Beginning.

Containing 3,850 square feet more or less

See Exhibit B-1 for graphic depiction.

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

James Lee Smith
PLS 8185

5-6-2021
Date

END OF DESCRIPTION

EXHIBIT A-2
Emergency Vehicle Access Easement
(over Lot 3 – Final Map No. 9677)

Lying within the City of San Francisco, County of San Francisco, State of California, and being a portion of Lot 10 as shown on "Final Map No. 5461", filed for record in the Office of the Recorder of the City and County of San Francisco in Book DD of Survey Maps, at Pages 90 through 97, San Francisco City and County Records, being more particularly described as follows:

Commencing at the northeast corner of Lot 10, said corner being the northerly terminus of a line shown as North 06°32'52" East, 369.96 feet, as shown on said Final Map No. 5461; thence along the easterly line of said Lot 10, South 06°32'52" West, 74.12 feet; thence leaving said easterly line of said Lot 10, North 89°29'16" West, 187.72 feet; to the Point of Beginning; thence from said Point of Beginning, South 0°30'44" West, 21.50 feet; thence North 89°29'16" West, 68.00 feet; thence North 0°30'44" East 21.50 feet; thence South 89°29'16" East, 68.00 feet to the Point of Beginning.

Containing 1,462 square feet more or less

See Exhibit B-2 for graphic depiction.

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

James Lee Smith
PLS 8185

5-6-2021
Date

END OF DESCRIPTION

EXHIBIT A-3
Emergency Vehicle Access Easement
(over Lot 4 – Final Map No. 9677)

Lying within the City of San Francisco, County of San Francisco, State of California, and being a portion of Lot 10 as shown on "Final Map No. 5461", filed for record in the Office of the Recorder of the City and County of San Francisco in Book DD of Survey Maps, at Pages 90 through 97, San Francisco City and County Records, and a portion of the lands described in that deed recorded February 7, 1962 in Book A378, Page 300, Official Records, San Francisco City and County Records, being more particularly described as follows:

Commencing at an angle point on the easterly line of Lot 10, said point being the northerly terminus of a course being North 35°31'39" East, 356.36 feet as shown on said Final Map No. 5461; thence along the easterly line of said Lot 10, South 35°31'39" West, 196.03 feet to the Point of Beginning; thence from said Point of Beginning, along the easterly line of Lot 10, South 35°31'39" West, 10.00 feet; thence leaving said easterly line North 55°00'08" West, 127.86 feet; thence North 0°30'44" East 12.13 feet; thence South 55°00'08" East, 134.82 feet to the Point of Beginning.

Containing 1,313 square feet more or less.

See Exhibit B-3 for graphic depiction.

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

James Lee Smith
PLS 8185

5-6-2021
Date

END OF DESCRIPTION

EXHIBIT A-4
Emergency Vehicle Access Easement
(over Lot 5 – Final Map No. 9677)

Lying within the City of San Francisco, County of San Francisco, State of California, and being a portion of Lot 10 as shown on "Final Map No. 5461", filed for record in the Office of the Recorder of the City and County of San Francisco in Book DD of Survey Maps, at Pages 90 through 97, San Francisco City and County Records, and a portion of the lands described in that deed recorded February 7, 1962 in Book A378, Page 300, Official Records, San Francisco City and County Records, being more particularly described as follows:

Commencing at an angle point on the easterly line of Lot 10, said point being the northerly terminus of a course being North 35°31'39" East, 356.36 feet as shown on said Final Map No. 5461; thence along the easterly line of said Lot 10, South 35°31'39" West, 206.03 feet to the Point of Beginning; thence from said Point of Beginning, along the easterly line of Lot 10, South 35°31'39" West, 11.00 feet; thence leaving said easterly line North 55°00'08" West, 120.20 feet; thence North 0°30'44" East 13.35 feet; thence South 55°00'08" East, 127.86 feet to the Point of Beginning.

Containing 1,364 square feet more or less

See Exhibit B-4 for graphic depiction.

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

James Lee Smith
PLS 8185

5-6-2021
Date

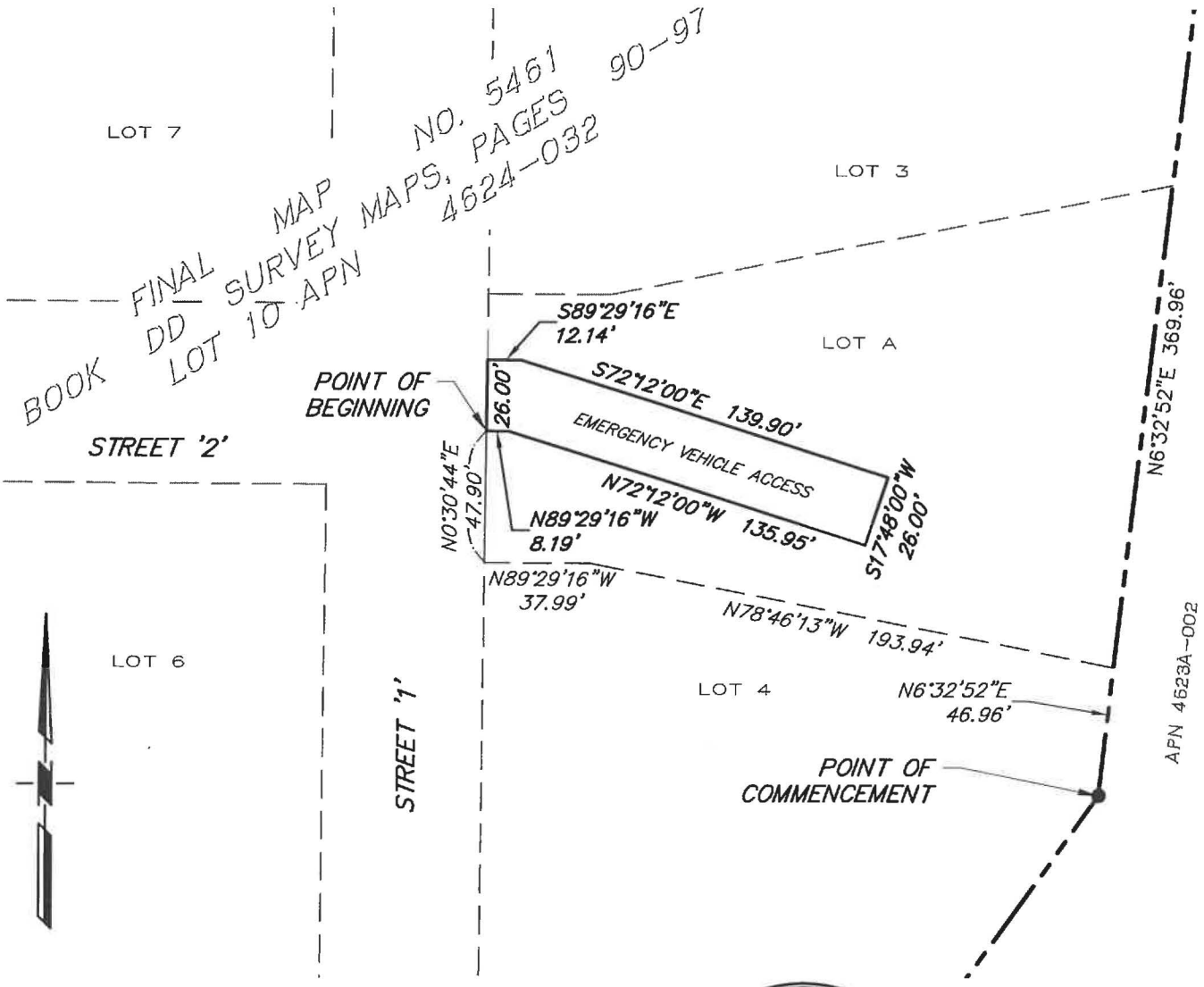
END OF DESCRIPTION

Exhibits B-1 through B-4

DEPICTION OF EASEMENT AREA

[As Attached]

EXHIBIT B–1



LICENSED LAND SURVEYOR
JAMES LEE SMITH
No. 8185
STATE OF CALIFORNIA

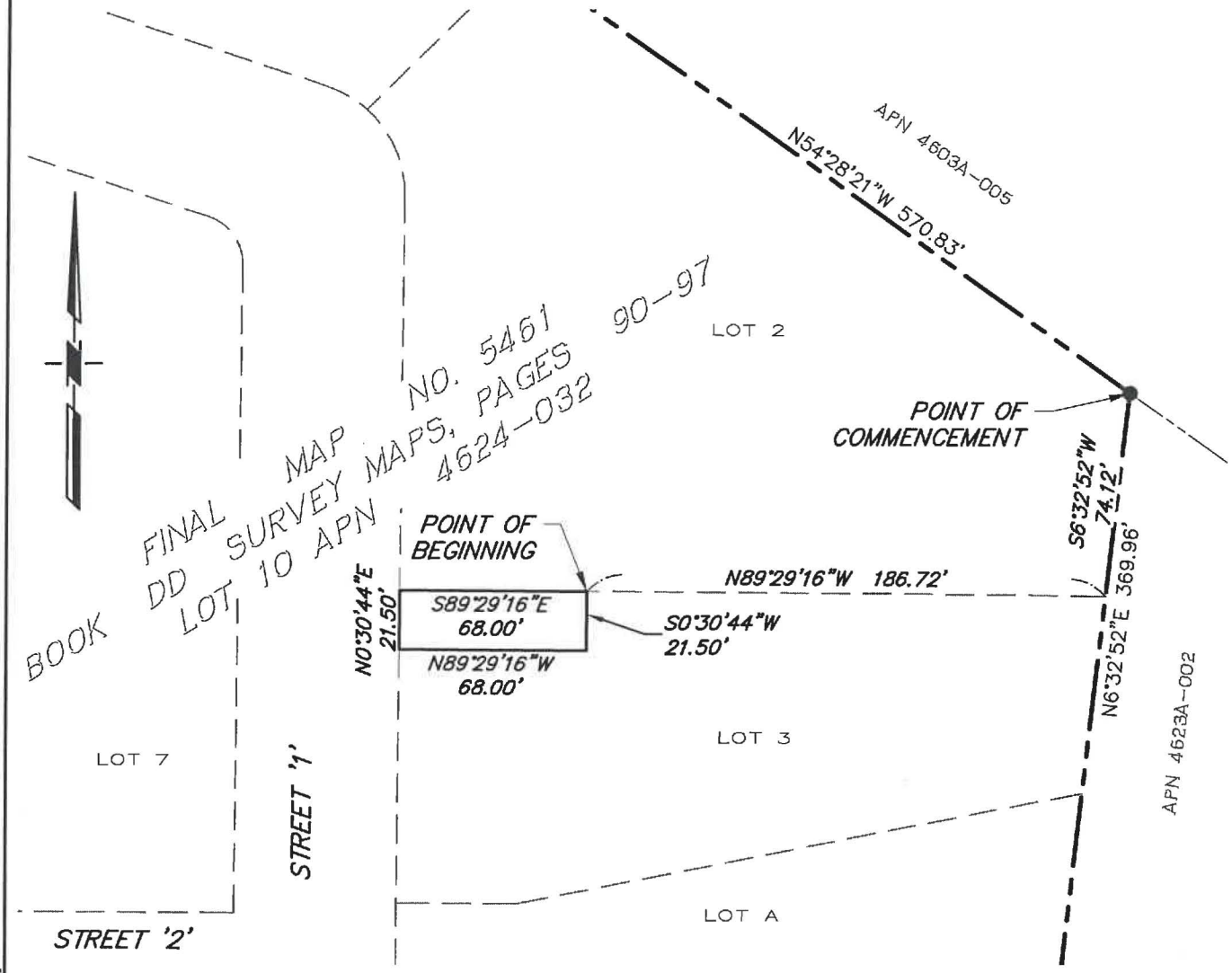
THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY, ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE DEED DESCRIPTION

BASIS OF BEARINGS: FINAL MAP NO. 5461, FILED IN BOOK DD OF SURVEY MAPS, PAGES 90–97

OWNER AND MAILING ADDRESS	PROPERTY AREAS	CITY OF SAN FRANCISCO
HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO. 1815 EGBERT AVENUE SAN FRANCISCO CA., 94124	AREA 3,850 Sq. Ft.±	EMERGENCY VEHICLE ACCESS EASEMENT SAN FRANCISCO HOUSING AUTHORITY TO THE CITY OF SAN FRANCISCO
A.P. No. 4624–032 O.R. No. O.R. No.	CITY ACQUISITION DEED O.R.	Scale: 1"=60' Date: 05/05/21 DWN. PCR CHK. JLS APPROVED FILE NO. R–

[AutoCAD file name: 07030-PH3-ESMT-RIGHT_EVA Lot A.dwg] [Xref files: 07030-BNDY-PH3; 07030-PH3-HC]

EXHIBIT B–2



LICENSED LAND SURVEYOR
JAMES LEE SMITH
No. 8185
STATE OF CALIFORNIA

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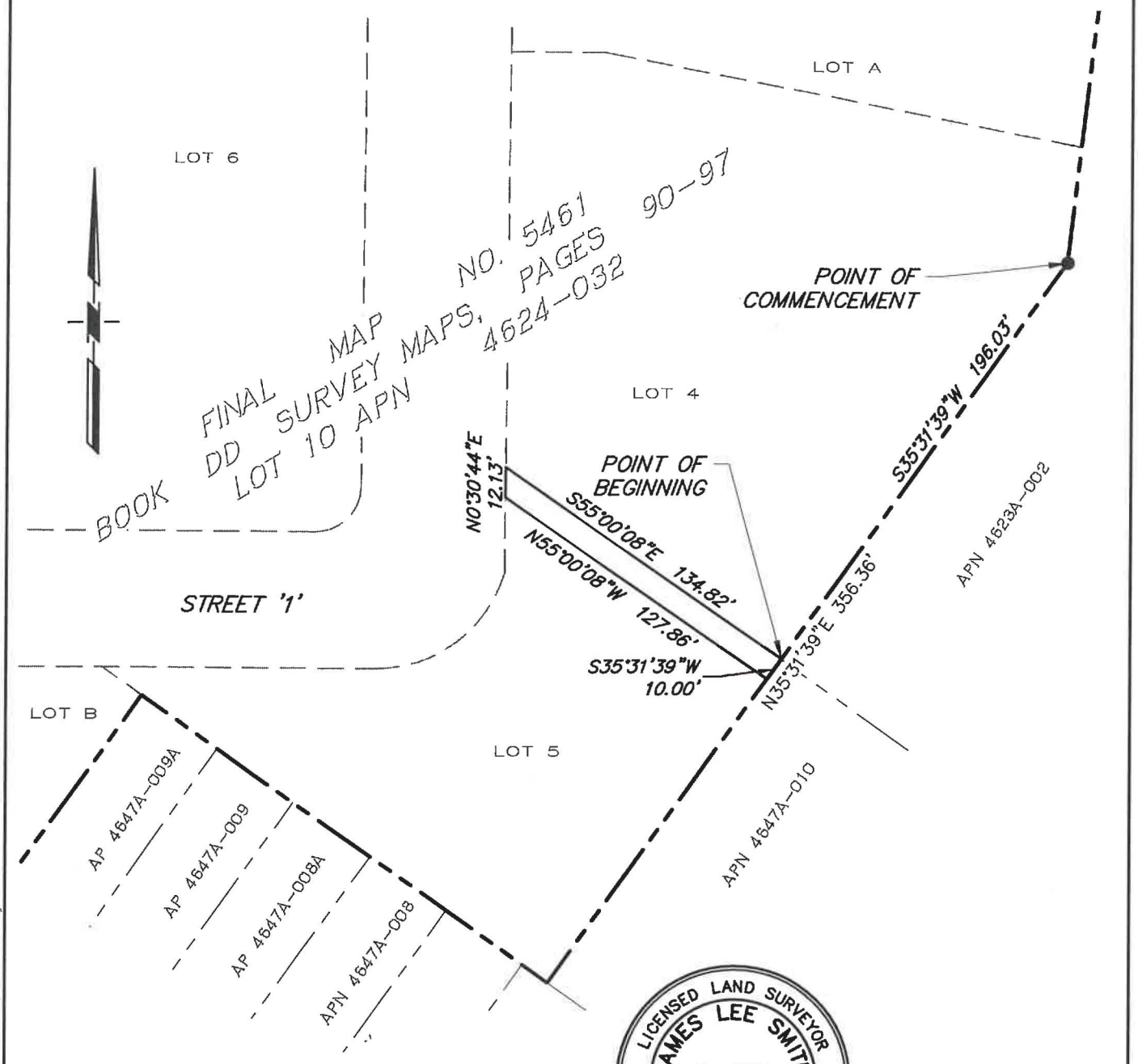
BASIS OF BEARINGS: FINAL MAP NO. 5461, FILED IN BOOK DD OF SURVEY MAPS, PAGES 90–97

OWNER AND MAILING ADDRESS	PROPERTY AREAS	CITY OF SAN FRANCISCO
HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO. 1815 EGBERT AVENUE SAN FRANCISCO CA., 94124	AREA 1,462 Sq. Ft.±	EMERGENCY VEHICLE ACCESS EASEMENT SAN FRANCISCO HOUSING AUTHORITY TO THE CITY OF SAN FRANCISCO
A.P. No. 4624–032 O.R. No. O.R. No.	CITY ACQUISITION DEED O.R.	Scale: 1"=60' Date: 05/05/21 DWN. PCR CHK. JLS APPROVED FILE NO. R–

[AutoCAD file name: 07030–PH3–ESMT–RSHT_EVA Lot 3.dwg] [Xref files: 07030–BNDY–PH3; 07030–PH3–HC]

EXHIBIT B-3



LICENSED LAND SURVEYOR
JAMES LEE SMITH
No. 8185
STATE OF CALIFORNIA

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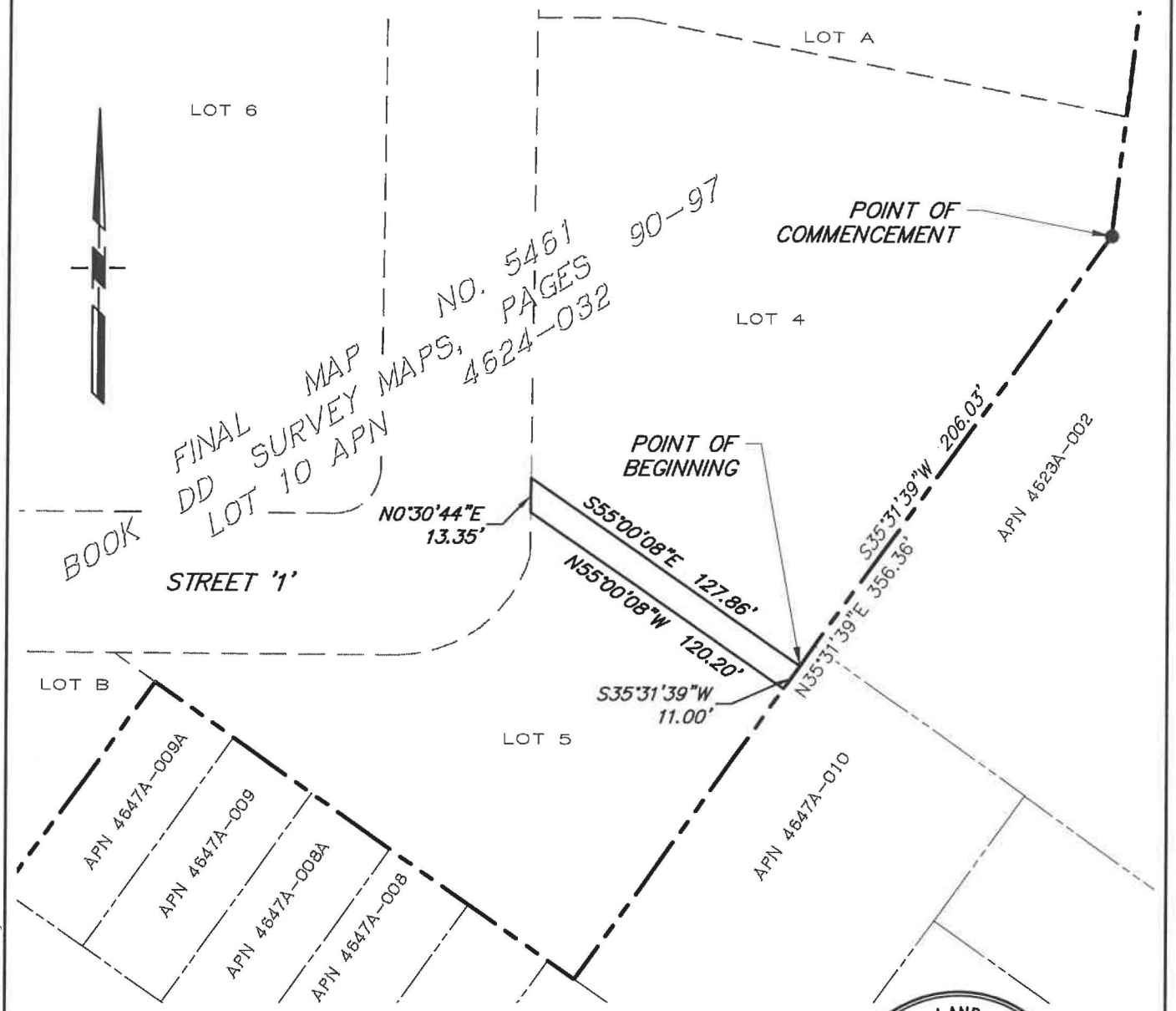
BASIS OF BEARINGS: FINAL MAP NO. 5461, FILED IN BOOK DD OF SURVEY MAPS, PAGES 90-97

OWNER AND MAILING ADDRESS	PROPERTY AREAS	CITY OF SAN FRANCISCO
HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO. 1815 EGBERT AVENUE SAN FRANCISCO CA., 94124	AREA 1,313 Sq. Ft.±	EMERGENCY VEHICLE ACCESS EASEMENT SAN FRANCISCO HOUSING AUTHORITY TO THE CITY OF SAN FRANCISCO
A.P. No. 4624-032 O.R. No. O.R. No.	CITY ACQUISITION DEED O.R.	Scale: 1"=60' Date: 05/05/21 DWN. PCR CHK. JLS APPROVED FILE NO. R-

[AutoCAD file name: 07030-PH3-ESMT-RSHT_EVA Lot 4.dwg] [Xref files: 07030-BNDY-PH3; 07030-PH3-HC]

EXHIBIT B-4



LICENSED LAND SURVEYOR
JAMES LEE SMITH
No. 8185
STATE OF CALIFORNIA

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BASIS OF BEARINGS: FINAL MAP NO. 5461, FILED IN BOOK DD OF SURVEY MAPS, PAGES 90-97

OWNER AND MAILING ADDRESS	PROPERTY AREAS	CITY OF SAN FRANCISCO
HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO. 1815 EGBERT AVENUE SAN FRANCISCO CA., 94124	AREA 1,364 Sq. Ft.±	EMERGENCY VEHICLE ACCESS EASEMENT SAN FRANCISCO HOUSING AUTHORITY TO THE CITY OF SAN FRANCISCO
A.P. No. 4624-032 O.R. No. O.R. No.	CITY ACQUISITION DEED O.R.	Scale: 1"=60' Date: 05/05/21 DWN. PCR CHK. JLS APPROVED FILE NO. R-

[AutoCAD file name: 07030-PH3-ESMT-RSHT_EVA Lot 5.dwg] [Xref files: 07030-BNDY-PH3; 07030-PH3-HC]

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' Resolution No. _____, approved _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20___

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Sarah R. Oerth
Director of Property