

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

Documentary Transfer Tax is Zero.
Official Business Entitled to Free Recordation
Pursuant to Government Code § 6103

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APN: 7309A-003

EASEMENT AGREEMENT
(City Public Pedestrian Access - Final Map No. 8531)

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 ("**Grantee**" or "**City**"), with reference to the following facts:

A. Grantor is the owner of that certain real property situated in the City and County of San Francisco, State of California, described more particularly on Exhibit A-1 attached hereto and incorporated herein ("**Burdened Property**")

B. Grantee desires nonexclusive, irrevocable easements over the portions of the Burdened Property shown on that certain map entitled "Final Map No. 8531" filed for record on _____, 20__, in Book _____ of Survey Maps at Pages _____ to _____, inclusive, in the Office of the Recorder of the City and County of San Francisco (the "**Final Map**") as "Pedestrian Access Easement" ("**Easement Area**"), as described on Exhibit A-2, for public pedestrian access, ingress and egress ("**Public Pedestrian Access Purposes**").

C. This Agreement, including the easement granted herein, is being executed and delivered by Grantor and Grantee pursuant to such offer of dedication on the Final Map in order to provide public pedestrian access, ingress and egress over the Easement Area as shown on the Final Map.

NOW, THEREFORE, for valuable consideration, the receipt of which each of the parties hereto does hereby acknowledge, the parties hereto do hereby agree as follows:

1. Public Pedestrian Access Easement. Subject to the provisions of this Agreement, Grantor hereby grants to Grantee a nonexclusive, irrevocable easement for pedestrian access, ingress and egress over the Easement Area for Public Pedestrian Access Purposes ("**Public**

Pedestrian Access Easement”). The vertical limits of the Public Pedestrian Access Easement in the Easement Area shall extend from ground level (finished surface) to a height of ten (10) feet above ground level.

2. Limitation on Use. Grantee acknowledges that the Public Pedestrian Access Easement granted herein are nonexclusive. Grantee agrees that the use of the Public Pedestrian Access Easement granted herein shall not impede work (a) required to be performed by a private or public utility company to repair or maintain any functioning, in-place utility facility located on the Easement Area provided that Grantor shall use reasonable efforts to attempt to cause the utility to perform such work, at no additional cost to Grantor, in a manner that will not unreasonably interfere with the Grantee’s use of the Easement Area or (b) by Grantor or successor property owners of the Burdened Property or any portion thereof in its or their development of structures and appurtenances on the Burdened Property that may occupy or encroach upon airspace above the Easement Area. Grantor, for itself and successor owners of the Burdened Property, however, reserves the right, without Grantee’s consent (as may otherwise be required under this Agreement), to utilize the Easement Area for any use consistent with (i) the development of the Burdened Property as part of the Parkmerced Mixed-Use Development Project), (ii) pedestrian activities consistent with public use of the Easement Area, and (iii) private utility purposes that do not adversely affect the Grantee’s rights in the Easement Area, including without limitation, lines, pipes, conduits, manholes, above ground markers and other convenient structures, equipment and fixtures (collectively, the **“Other Facilities”**). Notwithstanding the foregoing, all uses of the Easement Area must be consistent with the Parkmerced Development Agreement.

3. Public Works Notification and Approval Requirements. The Director of City’s Department of Public Works (**“Public Works”**) has the right and obligation to require any person or entity requesting use of the Easement Area from the Grantor or Grantee, as appropriate, for public utility purposes or private utility purposes (**“Requesting Party”**) to seek the approval of Public Works for the proposed location of any additional public or private utilities within the Easement Area that are not shown on those certain Improvement Plans prepared by BKF Engineers, Inc., entitled “Parkmerced Phase 1A Street Improvement Plans,” dated May 1, 2017, as such plans may be amended from time to time with the approval of the Director of Public Works. In connection with any approval provided by DPW under this Section 3, the Director agrees to make reasonable efforts, at no additional cost to Grantee, to attempt to coordinate and consolidate any work to be performed by the Grantee and any Requesting Party with the Grantor to minimize the disruption and interference with the development of the Burdened Property. A request for approval under this Section 3 (**“Utility Placement Approval Request”**) shall be made to the Director of DPW, with a copy to the General Manager of the PUC, in writing, delivered by messenger or certified mail, and shall include the contact information for the utility company and a plat showing the proposed location for placement of the utility lines or other utility facilities in the Easement Area. The Director of DPW shall have ten (10) days from the date of delivery of the Utility Placement Approval Request to approve or disapprove such request. The Utility Placement Approval Request shall be deemed approved if no response is made by the Director of DPW or its designee within the ten (10) day approval period. All Utility Placement Approval Requests made to the Director of DPW or its designee shall display prominently on the envelope enclosing such request and the first page of such request, substantially the following words: **“UTILITY PLACEMENT APPROVAL REQUEST FOR PARKMERCED. IMMEDIATE ATTENTION REQUIRED; FAILURE TO RESPOND COULD RESULT IN THE REQUEST BEING**

DEEMED APPROVED.” Nothing in this Section shall give the Grantee or the Director of DPW the right to grant any easement that it does not otherwise have the right to grant under Section 2 of this Agreement.

4. Term of Easement. The easements and rights granted under Sections 1 to 4, inclusive, of this Agreement shall commence on the date of recordation hereof or thereof and shall be perpetual, unless terminated, in whole or in part, in accordance with applicable law. The Grantee, may, however, terminate these easements at any time as to all or any portion of the Easement Area by written notice to the Grantor.

5. Condition of the Easement Area.

(a) As-Is. Grantor makes no representations or warranties whatsoever, under this Agreement with respect to the current physical condition of the Easement Area and Grantor shall have no responsibility under this Agreement with respect thereto (except as otherwise specifically set forth herein), and the use of the Public Pedestrian Access Easement granted herein shall be with the Easement Area in its “as is” physical condition, except as otherwise specifically provided herein. Grantee hereby waives any and all claims against Grantor arising from, out of or in connection with the suitability of the physical conditions of the Easement Area for the uses permitted under Sections 1 to 4, inclusive, above. However, Grantor shall not take any action that would unreasonably impair the ability of Grantee to use the Public Pedestrian Access Easement herein granted. Nothing herein shall be construed in any way to alter, amend, or otherwise relieve Grantor or Grantee of any of their respective responsibilities with regard to the physical condition of the Easement Area (including without limitation, responsibilities with regard to environmental investigation and remediation) set forth in any document, instrument or agreement by and among the parties.

(b) Maintenance. Grantor agrees to maintain, or cause to be maintained, any surface improvements from time to time constructed on the Easement Area in a safe condition until such time as the maintenance thereof becomes the responsibility of one or more owner’s associations pursuant to the terms of that certain Master Declaration of Covenants, Easements and Restrictions of Parkmerced Project. Except as specifically provided herein, Grantor and Grantee shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description to the Easement Area, including the improvements at any time located on the Easement Area. In the event Grantee, in exercise of its rights granted herein, is required to excavate or otherwise remove all or a portion of the walkway, sidewalk or other improvements located within the Easement Area for maintenance, repair or replacement of utilities serviced by the City that (i) serve solely the real property shown on the Final Map or (ii) directly benefits the real property located within Parkmerced (collectively, (i) and (ii) are referred to herein as “**Project Serving Utilities**”), Grantee agrees to restore, or cause the restoration of, such improvements to their base condition, which shall include, without limitation, concrete, asphalt or other standard private roadway surfaces. In connection with such Project Serving Utilities, Grantee shall not be responsible for restoring any enhanced treatment that has been added to the private roadway in the construction thereof, including without limitation, the use of cobblestone, brick, tile and other similar treatments. Grantor, successor owners, or residential homeowners associations, as appropriate, shall be responsible for the replacement of any such enhanced treatment if removed by Grantee in exercise of its rights under this Agreement. The San Francisco Municipal Railroad,

all utility service providers (including the City with respect to utilities that do not qualify as Project Serving Utilities), and any other person or entity using the Easement Area for public utility purposes, are required to restore the improvements on the Easement Area to their condition prior to the excavation or removal of such improvements (or in better condition). Upon termination of the Public Pedestrian Access Easement, or any portion thereof, Grantee shall surrender use and possession of the Easement Area, or applicable portion thereof, free and clear of any liens or encumbrances relating to or arising in connection with the use of the Easement Area by reason of the Public Pedestrian Access Easement.

6. Indemnification.

(a) Indemnity for Public Easements. Grantee shall indemnify, defend and hold Grantor, its officers, directors, shareholders, employees, agents, successors and assigns (hereinafter collectively called "**Indemnified Parties**") harmless from all liabilities, penalties, costs, damages, expenses, causes of action, claims or judgments (including without limitation reasonable attorney's 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), which injury, death or physical damage arises out of or is connected with Grantee's (or Grantee's officers, employees, agents, contractors, licensees, or invitees) use or occupancy of any of the Easement Area under the authority of the Public Pedestrian Access Easement, except to the extent that such Indemnified Claims are caused by the negligence or willful wrongful acts or omissions of any Indemnified Party, and (ii) the use, generation, processing, production, packaging, treatment, storage, emission, discharge or disposal of Hazardous Materials (as that term is defined hereinbelow) on or about the Easement Area by Grantee, its agents, employees, contractors, invitees or licensees in connection with the exercise of Grantee's rights under this Agreement. 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.

(b) Notice. Grantor agrees to give prompt notice to Grantee with respect to any Indemnified Claims initiated or threatened against Grantor, at the address for notices to Grantee set forth herein, and in no event later than the earlier of (i) ten (10) business days after valid service of process as to any suit or (ii) fifteen (15) business days after receiving written notification of the filing of such suit or the assertion of a claim, which Grantor has reason to believe is likely to give rise to an Indemnified Claim hereunder. If prompt notice is not given to Grantee, then Grantee's liability hereunder shall terminate as to the matter for which such notice is not given, provided that failure to notify Grantee shall not affect the rights of Grantor or the obligations of Grantee hereunder unless Grantee is prejudiced by such failure, and then only to the extent of such prejudice. Grantee shall, at its option but subject to the reasonable consent and approval of Grantor, be entitled to control the defense, compromise or settlement of any such matter through

counsel of Grantee's own choice; provided, however, that in all cases Grantor shall be entitled to participate in such defense, compromise, or settlement at its own expense.

7. Litigation Expenses.

(a) General. If either party hereto brings an action or proceeding (including any cross-complaint, counterclaim, or third-party claim) against the other party by reason of a default, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "**Prevailing Party**" within the meaning of this Section 7 shall include without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

(b) Appeal. Attorneys' fees under this Section 7 shall include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action.

(c) Fee Award for City Attorney's, Grantor's In-House Counsel. For purposes of this Agreement, reasonable fees of attorneys of the Grantee's Office of City Attorney and any in-house counsel of Grantor shall be based on the fees regularly charged by private attorneys with an equivalent number of hours of professional experience in the subject matter area of the law for which Grantee's or Grantor's in-house counsel's services were rendered who practice in the City and County of San Francisco, State of California, in law firms with approximately the same number of attorneys as employed by the Office of City Attorney, or, in the case of Grantor's in-house counsel, as employed by the outside counsel for Grantor.

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 Grantee, or the successors and assigns of each, subject to the provisions of Section 17 hereof.

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. Notice. Any notice given under this Agreement shall be in writing and given by delivering the notice in person, by commercial courier 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. For the convenience of the parties, copies of notices may also be given by telefacsimile, to the telephone number listed below or such other numbers as may be provided from time to time.

Grantor: Parkmerced Owner LLC
One Maritime Plaza, Suite 1900
San Francisco, California 94111
Attention: Seth Mallen

with copies to: J. Abrams Law, P.C.
One Maritime Plaza Suite 1900
San Francisco, California 94111
Attention: Jim M. Abrams

Grantee: Director of Public Works
City & County of San Francisco
c/o Infrastructure Task Force Manager
30 Van Ness Avenue, Suite 4200
San Francisco, CA 94102
Facsimile: (415) 581-2569
Telephone No: (415) 581-2568

with copies to: City Attorney, City of San Francisco
Room 234, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682
Attention: Michelle Sexton
Facsimile: (415) 554-4757

and to: Director of Property
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Telefacsimile: (415) 552-9216

Any mailing address or telefacsimile number 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. A person may not give official or binding notice by telefacsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, or a telefacsimile copy of the notice.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (except as otherwise specifically provided in Section 19 below), including without limitation all grantees and other successors-in-interest of Grantor in any of the Easement Area.

15. Representations and Warranties. Grantor represents, warrants and covenants to Grantee the following:

(a) Good Standing. Grantor is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware and is duly qualified and in good standing as a foreign limited liability company under the laws of the State of California.

(b) Authority. Grantor has full power and authority to enter into this Agreement and to consummate the transactions contemplated by it. This Agreement has been duly authorized by all necessary action on the part of Grantor and no other action on the part of Grantor is necessary to authorize the execution and delivery of this Agreement.

16. Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive benefit of Grantor and Grantee 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 Grantee. Except as otherwise provided in this Agreement, nothing herein shall be deemed a dedication of any portion of the Easement Area to or for the benefit of the general public. The easements herein granted are in gross and for the personal benefit solely of Grantee.

17. 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.

18. 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 easements which are the subject matter of this Agreement.

19. Compliance With Laws. Grantee, at Grantee's expense, shall comply with all laws, statutes, ordinances, rules and regulations of federal, state and local authorities (including, without limitation, Grantee itself) having jurisdiction over the Easement Area, now in force or hereafter adopted, with respect to the use by Grantee of the Easement Area under the authority of the easements herein granted.

20. Default. Grantee's failure to perform any covenant or obligation of Grantee hereunder and to cure such non-performance within thirty (30) days of written notice by Grantor 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 Grantee commences such cure within such period and diligently prosecutes such cure to completion. Upon such default Grantor 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 easements herein granted.

21. Burden on Land. The Public Pedestrian Access 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.

22. Insurance: Waiver of Subrogation.

(a) Self-Insurance. It is acknowledged by the parties hereto that this Agreement does not require Grantee to carry liability insurance with respect to its use of the easements herein granted solely because it is the policy of Grantee to self-insure as to the matters covered by such insurance. Grantee hereby agrees that if to any extent said policy changes so that Grantee does use liability insurance, it will reasonably negotiate with Grantor to provide liability insurance coverage for the use of said easements to the extent such new policy allows and in such event the terms and provisions of Section 23(b) shall also be applicable.

(b) Waiver. The terms and provisions of this Section 23(b) shall be inoperative unless and until Grantee's policy of self-insurance changes and Grantee is procuring liability insurance covering its use of the easements granted herein. If Grantee does obtain liability insurance, each party, for itself and, to the extent it is legally permissible for it to do so and without affecting the coverage provided by insurance maintained by such party, on behalf of its insurer hereby releases and waives any right to recover against the other party from any liability for (i) damages for injury to or death of persons, (ii) any loss or damage to property, (iii) any loss or damage to buildings or other improvements, or (iv) claims arising by reason of any of the foregoing, to the extent that such damages and/or claims under (i) through (iv) are covered (and only to the extent of such coverage) by insurance actually carried by each party irrespective of any negligence on the part of such party which may have contributed to such loss or damage. The provisions of this paragraph (b) are intended to restrict each party (as permitted by law) to recovery for loss or damage against insurance carriers to the extent of such coverage, and waive fully, and for the benefit of the other party, any rights and/or claims that might give rise to a right subrogation in any such insurance carrier.

23. Tropical Hardwoods and Virgin Redwoods. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood wood product or virgin redwood or virgin redwood wood product.

24. MacBride Principles - Northern Ireland. The City and County of San Francisco 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. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Grantor acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

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

26. Notices Concerning Use. Grantor reserves the right to record, post and publish notices as referred to in Section 813, 1008 and 1009 of the California Civil Code; provided, that such notices shall not affect the rights and obligations of Grantor and Grantee hereunder and, where appropriate, any such notice shall include recognition of the provisions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GRANTOR:

PARKMERCED OWNER LLC,
a Delaware limited liability company

By: _____

Seth Mallen
Vice President

GRANTEE:

CITY AND COUNTY OF SAN FRANCISCO
a municipal corporation

By: _____

John Updike
Director of Property

APPROVED AS TO FORM:

Dennis J. Herrera, City Attorney

By: _____

Shari Gelles Diamant, Deputy City Attorney

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 11.3.17 before me,
Grace Simpson, Notary Public (insert name and title of the officer)

personally appeared Seth Mallen, 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)



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Easement Agreement dated _____, 20____, from the Grantor to the City and County of San Francisco, a charter city and county, is hereby accepted by order of its Board of Supervisors' Ordinance No. _____, adopted on _____, 20____, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

CITY AND COUNTY OF SAN FRANCISCO
a municipal corporation

By: _____
John Updike
Director of Property



ENGINEERS
SURVEYORS
PLANNERS

November 8, 2017
BKF No. 20090086-54

**LEGAL DESCRIPTION
EXHIBIT A-1
BURDENED PROPERTY**

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

Being all of Block 7309A as shown on that certain map entitled "Record of Survey of Parkmerced" filed for record in Book R of Maps, at Pages, 15 to 19, inclusive, in the Office of the Recorder of the City and County of San Francisco.

Excepting Therefrom:

Parcel 7 as described in that certain "Irrevocable Offer of Dedication and Grant Deed" recorded on September 1, 2017 as Document Number 2017-K509962, in the Office of said Recorder.

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

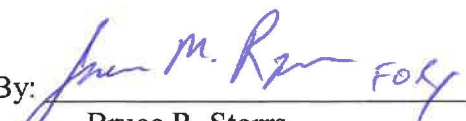

Alex M. Calder, PLS 8863




Date

END OF DESCRIPTION

APPROVED LEGAL DESCRIPTION:

By: 
Bruce R. Storrs
City and County Surveyor



**EXHIBIT A-2
EASEMENT AREA**

That certain real property situate in the City and County of San Francisco, State of California, being further described as portions of Block 7309A as shown on that certain map entitled "Record of Survey of Parkmerced" filed for record in Book R of Maps, at Pages, 15 to 19, inclusive, in the Office of the Recorder of the City and County of San Francisco, and as modified by that certain Parcel 7 described in that certain document entitled "Irrevocable Offer of Dedication and Grant Deed" recorded on September 1, 2017 as Document Number 2017-K509962, in the Office of said Recorder, and being more particularly described as follows:

AREA 1

BEGINNING at the westerly terminus of that course labeled "S87°34'02"E 358.260' " on the northerly line of said Block 7309-A as said course and said block are shown on said map (see Sheet 4 of 20);

Thence southwesterly along the northwesterly line of said Block 7309-A along a tangent curve to the left having a radius of 28.36 feet, through a central angle of 59°55'24", for an arc length of 29.66 feet to the TRUE POINT OF BEGINNING of this description;

Thence continuing along said curve through a central angle of 12°33'31", for an arc length of 6.22 feet;

Thence leaving said curve, South 87°34'02" East, 2.76 feet;

Thence North 00°10'01" West, 5.68 feet to the TRUE POINT OF BEGINNING.

Containing 9 square feet, more or less.

AREA 2

BEGINNING at the easterly terminus of that course labeled "S87°34'02"E 358.260' " on the northerly line of said Block 7309-A as said course and said block are shown on said map (see Sheet 4 of 20);

Thence southeasterly along the northeasterly line of said Block 7309-A along a tangent curve to the right having a radius of 28.36 feet, through a central angle of 20°02'59", for an arc length of 9.92 feet to the TRUE POINT OF BEGINNING of this description;

Thence continuing along said curve through a central angle of 52°25'56", for an arc length of 25.95 feet;

Thence leaving said curve, North 87°34'02" West, 17.32 feet;

Thence North 02°25'58" East, 18.11 feet to the TRUE POINT OF BEGINNING.

Containing 206 square feet, more or less.

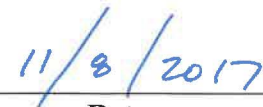
Horizontal Datum & Reference System

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.

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





Alex Calder, PLS 8863


Date

END OF DESCRIPTION

APPROVED LEGAL DESCRIPTION:

By: 
Bruce R. Storrs
City and County Surveyor