

File No. 210800

Committee Item No. _____

Board Item No. 78

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: _____

Date: _____

Board of Supervisors Meeting

Date: July 27, 2021

Cmte Board

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Motion |
| <input type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER

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|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Public Works Order No. 204769 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Planning Department Letter - 4/30/20 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Tentative Map Decision - 10/17/18 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Draft Public Improvement Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Draft Offer of Improvements |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Draft Offer of Dedication |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Draft Offer of Dedication - Retaining Wall Access |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Draft Offer of Dedication - Emergency Vehicle Access Easement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Draft Easement Agreement - Retaining Wall Access |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Draft Easement Agreement - Emergency Vehicle Access Easement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Deed |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Tax Certificate - 7/9/21 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Final Map |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |

Prepared by: Lisa Lew

Date: July 16, 2021

Prepared by: Lisa Lew

Date: July 23, 2021

1 [Final Map 9677 - Hunters View Phase 3]

2
3 **Motion approving Final Map 9677 (relating to a project known as Hunters View Phase**
4 **3), the re-subdivision of Lot 10, Final Map No. 5461, filed for record in Book DD of**
5 **Survey Maps, at pages 90-97, Official Records, resulting in up to nine lots, including up**
6 **to 310 condominium units for a mixed use residential and commercial project, subject**
7 **to specified conditions; approving a Public Improvement Agreement related to Final**
8 **Map 9677; and acknowledging findings pursuant to the General Plan, and the eight**
9 **priority policies of Planning Code, Section 101.1.**

10
11 WHEREAS, The Hunters View Phase 3 Project is located in the Hunters Point
12 neighborhood; and

13 WHEREAS, The Phase 3 Project is the last development phase of the overall Hunters
14 View project site, generally bounded by Evans Avenue on the north, Innes Avenue on the
15 south, Hudson Avenue on the west, and Hunters Point Boulevard on the east; and

16 WHEREAS, The San Francisco Board of Supervisors acknowledges the Planning
17 Department findings, by its letter dated April 30, 2020, that the proposed subdivision, on
18 balance, is consistent with the objectives and policies of the General Plan, and the eight
19 priority policies of Planning Code, Section 101.1; and

20 WHEREAS, A copy of the Planning Department letter is on file with the Clerk of the
21 Board of Supervisors in File No. 210800 and incorporated herein by reference; and

22 WHEREAS, Because the Subdivider has not completed the required public
23 improvements associated with this Final Map and certain conditions have not been fulfilled at
24 the time of the filing of this Final Map, the Subdivision Code requires that the Subdivider and
25 City enter into a Public Improvement Agreement to address these requirements; and

1 WHEREAS, Public Works, in accordance with Public Works Order No. 204769,
2 approved May 24, 2021, recommends that the Board of Supervisors approve the Public
3 Improvement Agreement for Final Map 9677 and authorize the Public Works Director and the
4 City Attorney to execute and file the agreement in the Official Records of the City and County
5 of San Francisco; and

6 WHEREAS, A copy of Public Works Order No. 204769 and the Public Improvement
7 Agreement are on file with the Clerk of the Board of Supervisors in File No. 210800 and
8 incorporated herein by reference; and

9 WHEREAS, Public Works recommends that the Board of Supervisors conditionally
10 accept on behalf of the public the offer of improvements and the offer of dedication as
11 described in the owner's statement of Final Map 9677, subject to the City Engineer's issuance
12 of a Notice of Completion and further Board of Supervisors action; and

13 WHEREAS, Public Works also recommends that the Board of Supervisors
14 acknowledge the offers for a retaining wall easement and emergency vehicle access
15 easement as described in the owner's statement of Final Map 9677, that will be subject to
16 subsequent Board of Supervisors action; and

17 WHEREAS, Public Works recommends that the approval of this Final Map also be
18 conditioned upon compliance by the Subdivider with all applicable provisions of the California
19 Subdivision Map Act, California Government Code, Sections 66410 et seq., and the San
20 Francisco Subdivision Code and amendments thereto; and

21 WHEREAS, Public Works, in accordance Public Works Order No. 204769,
22 recommends that the Board of Supervisors approve that certain final map relating to a project
23 known as Hunters View Phase 3 and entitled "FINAL MAP 9677", as described herein and
24 subject to the conditions specified in this motion, and adopt said map as Official Final Map
25 9677; now, therefore, be it

1 MOVED, That the Board of Supervisors hereby adopts the Public Works Director
2 recommendations as described in this Motion and approves that certain final map relating to a
3 project known as Hunters View Phase 3 and entitled "FINAL MAP 9677", a re-subdivision of
4 Lot 10 of Final Map No. 5461, filed for record in Book DD of Survey Maps, at Pages 90-97,
5 Official Records, into a nine lot subdivision, with lots intended for residential, commercial,
6 open space and public right-of-way uses, as described on Sheet 5 of said map, including up
7 to 310 condominium units, comprising 5 sheets, subject to the conditions specified in this
8 motion, and adopts said map as Official Final Map 9677; and be it

9 FURTHER MOVED, That the San Francisco Board of Supervisors hereby authorizes
10 the Public Works Director to enter all necessary recording information on the Final Map and
11 authorizes the Clerk of the Board of Supervisors to execute the Clerk's statement as set forth
12 herein.

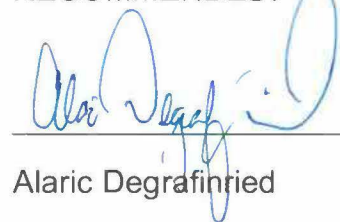
13
14 DESCRIPTION APPROVED:

15 
16 _____

17 James Ryan, PLS

18 Acting City and County Surveyor

19 RECOMMENDED:

20 
21 _____

22 Alaric Degrafinried

23 Acting Director of Public Works
24
25



San Francisco Public Works
General – Director's Office
49 South Van Ness Ave., Suite 1600
San Francisco, CA 94103
(628) 271-3160 www.SFPublicWorks.org

Public Works Order No: 204769

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS**

RECOMMENDING APPROVAL OF FINAL MAP 9677 (relating to a project known as Hunters View Phase 3), THE RE-SUBDIVISION OF LOT 10, FINAL MAP NO. 5461, FILED FOR RECORD IN BOOK DD OF SURVEY MAPS, AT PAGES 90-97, OFFICIAL RECORDS, RESULTING IN UP TO 9 LOTS, INCLUDING UP TO 310 CONDOMINIUM UNITS FOR A MIXED USE RESIDENTIAL AND COMMERCIAL PROJECT, AND A PUBLIC IMPROVEMENT AGREEMENT.

FINDINGS

1. On October 13, 2020, the Director of Public Works ("Director") adopted Public Works ("PW") Order No. 203,737 approving Tentative Map No. 9677 ("Tentative Map" relating to a project known as Hunters View Phase 3), including the re- subdivision of lots located thereon, for purposes of development.
2. In PW Order No. 203,737, the Director determined that the Tentative Map was subject to the mitigation measures adopted by the City Planning Commission pursuant to Motion No. 17167, which certified the Final Environmental Impact Report for the Hunters View Project ("FEIR"), and that certain addendum to the FEIR dated January 16, 2020, adopted by the City Planning Commission by Motion No. 20663 ("Addendum"), prepared pursuant to the California Environmental Quality Act (California Public Resources Code §§ 21000 et seq.). Since the FEIR, the Addendum and the project were approved, there have been: (i) no substantial changes to the project; (ii) no substantial changes with respect to the surrounding circumstances under which the project will be undertaken that would require major revisions to the FEIR due to the involvement of any new significant environmental effects or a substantial increase in the severity of previously identified effects; and (iii) no new information of substantial importance, that would result in new or more severe significant impacts than were addressed in the FEIR. Accordingly, no supplemental or subsequent EIR was required for the Tentative Map.
3. Hunters Point Affordable Housing, Inc., as a general partner of Hunters View Associates, L.P. ("Subdivider") filed an application for a final map to subdivide Lot 10, Final Map No. 5461, filed for record in Book DD of Survey Maps, at Pages 90-97, with the map referred to hereafter as the "Final Map", being a nine lot subdivision with lots intended for residential, commercial, open space and public right-of-way uses, including up to 310 residential units.
4. The City Planning Department, in its letter dated April 30, 2020, found that the subdivision, on balance, is consistent with the General Plan and the Priority Policies of Planning Code Section 101.1.

5. The PW Director and County Surveyor find that the Final Map is consistent with the requirements and conditions imposed by the Subdivision Map Act, California Government Code Sections 66410 et seq., the San Francisco Subdivision Code, and the Tentative Map, and substantially conforms to the Tentative Map.
6. The PW Director and City Engineer recommend that the Board of Supervisors approve the Final Map subject to the conditions specified herein.
7. Because Subdivider has not completed the required public improvements associated with this Final Map and certain conditions have not been fulfilled at the time of the filing of this Final Map, the San Francisco Subdivision Code requires that Subdivider and the City and County of San Francisco ("City") enter into a Public Improvement Agreement ("PIA") to address this requirement. Subdivider has executed a PIA to address this requirement and has provided security pursuant to that agreement as required under the Subdivision Code and the PW Orders. In lieu of receiving an actual instrument of credit for security, the Director recommends entering into a Memorandum of Agreement ("MOA") with MOHCD that commits MOHCD to provide at least 20% of the financing for the Subdivider's obligations. The Director determines that the MOA provides the equivalent security to that of Government Code Section 66499(a)(3) because both departments are constituent parts of the City and County of San Francisco, and therefore, such a MOA is acceptable security. A copy of this MOA is included as an Exhibit to the PIA. In the near future, when the Subdivider enters into contract for the construction of the required public infrastructure, the Subdivider shall post security directly with the City and as deemed acceptable by the PW Director, and copies of such bonds shall be made part of this PIA. At that point, the MOA shall automatically terminate and there shall be no requirement to amend the PIA to reflect the change in security.
8. The PW Director recommends that the Board of Supervisors approve the PIA, including the security provisions applicable to this particular subdivision, and authorize the PW Director and City Attorney to execute and file the PIA in the Official Records of the City.
9. The Final Map includes certain offers of improvements and offers of dedication required by the PIA. The Final Map also includes two offers for easements, one for access to a retaining wall and one for emergency vehicle access. The PW Director recommends that the Board of Supervisors conditionally accept on behalf of the public the offer of improvements, and/or offer of dedication required by and subject to the terms of the PIA and described in the Owner's Statement and the Subdivider's Statement on the Final Map, subject to the City Engineer's issuance of a Notice of Completion for the improvements and subsequent Board of Supervisors action. The PW Director also recommends that the Board of Supervisors acknowledge that it will approve the abovementioned offers of easements and related easement agreements through a separate legislative process.
10. The PW Director recommends that the Board of Supervisors approve Final Map 9677 (relating to a project known as Hunters View Phase 3), the re-subdivision of Lot 10, Final Map No. 5461, filed for record in Book DD of Survey Maps, at Pages 90-97, Official

Records, resulting in up to 9 lots, including up to 310 condominium units for a mixed use residential and commercial project, subject to the conditions specified herein, and a PIA.

Attachments & Transmittals

1. ATTACHMENT 1, Enlarged Copy of Map Notes Included on Final Map 9677.
2. Transmitted herewith are the following:
 - a. One (1) copy of the Motion approving said map.
 - b. One (1) mylar signature sheet.
 - c. One (1) copy of the "Final Map. 9677", each comprising 5 sheets.
 - d. One (1) copy of the Tax Certificates from the Office of the Treasurer and Tax Collector certifying that there are no liens against the property for taxes or special assessments collected as taxes.
 - e. One (1) copy of the Preliminary Title Report.
 - f. One (1) copy of all offers of improvement, offers of dedication, and offers of easements described on the Final Map.
 - g. One (1) copy of the letter from the City Planning Department, dated April 30, 2020, verifying conformity of the subdivision with the General Plan and the Priority Policies set forth in City Planning Code Section 101.1.
 - h. One (1) copy of the Public Improvement Agreement.

It is recommended that the Board of Supervisors adopt this legislation.

RECOMMENDED:

APPROVED:

X DocuSigned by:
Ryan, James
Ryan, James 368042466DEB4E8...
Acting City and County Surveyor

X DocuSigned by:
Alain Degrafinried
Degrafinried, Alain 18178336C84404A5...
Acting Director of Public Works

X DocuSigned by:
Albert Ko
Ko, Albert J 281DC30E04CF41A...
City Engineer



SAN FRANCISCO PLANNING DEPARTMENT

April 30, 2020

Subdivision and Mapping
Bureau of Street Use and Mapping San Francisco Public Works
1155 Market Street
San Francisco, CA 94103

Record Number: 2007.0168CUA-02; 2007.0168GPR-02 (DPW Project ID 9677)
Project Address: Hunters View HOPE SF Development Project
Block 4624 / All Lots

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

BACKGROUND

On June 12, 2008, at a duly noticed public hearing, the Planning Commission adopted Motion No. 17618, approving CEQA findings and certified the FEIR under Motion No. 17617. At the same hearing, the Commission adopted General Plan findings and recommended approval of Zoning Map Amendments, Text Amendments, establishing the Hunters View Special Use District (SUD) under Resolution No. 17621.

On August 22, 2008, at a duly noticed public hearing, the San Francisco Board of Supervisors adopted Ordinance No. 201-08 adopted following approvals relating to the Mission Rock Project: CEQA findings, General Plan findings, Planning Code Text amendments, and Zoning Map amendments.

On September 18, 2018, Hunters View Associates, L.P. (hereinafter "Project Sponsor") filed Application No. 2007.0168CUA-02 (hereinafter "Application") with the Planning Department (hereinafter "Department") to modify Conditions of Approval of Motion No. 17621 by modifying three conditions of approval and modifying five provisions in the Hunters View Design-for-Development ("D4D") document.

On January 16, 2020, the Department issued an addendum to the Final EIR. The FEIR analyzed the environmental effects of implementing the Hunters View project. As shown in the addendum, the modified project would not result in new environmental impacts, substantially increase the severity of the previously identified environmental impacts, nor require new mitigation measures. Additionally, no new information has emerged that would materially change the analyses or conclusions set forth in the FEIR. Therefore, as discussed in more detail below, the modified project would not change the analysis or conclusions reached in the FEIR.

On February 20, 2020, at a duly noticed public hearing, the Planning Commission adopted Motion No. 20663, approving the said modifications, and adopting findings under the California Environmental Quality Act and adopting Findings of Consistency with the General Plan and Planning Code Section 101.1.

ACTION

The Planning Department approves the proposed Tentative Subdivision Map PID 9677 for the Hunters View HOPE SF Project as submitted.

FINDINGS

The Planning Department hereby finds that the proposed Tentative Subdivision Map complies with the applicable provisions of the Planning Code, to be consistent with the General Plan and the Priority Policies of Planning Code Section 101.1(b), and to be consistent with the Project as described within the Planned Unit Development / Conditional Use Authorization

Pursuant to CEQA Guidelines § 15162, the Department finds that the Tentative Map is consistent with and within the scope of the Project analyzed in the FEIR and the subsequent addenda, and that (1) no substantial changes are proposed in the Project and no substantial changes have occurred with respect to the circumstances under which this Project will be undertaken that would require major revisions to the FEIR due to the involvement of any new significant environmental effects or a substantial increase in the severity of previously identified effects and (2) no new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the FEIR was certified as complete shows that the project will have any new significant effects not analyzed in the FEIR, or a substantial increase in the severity of any effect previously examined, or that new mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, or that mitigation measures or alternatives which are considerably different from those analyzed in the FEIR would substantially reduce one or more significant effects on the environment.

The Department has considered the entire record to determine, pursuant to Subdivision Map Act, Gov't Code § 66474(a)-(g), whether any of the criteria exist that would require denial of the Tentative Subdivision Map and finds that none of the criteria exist. The Department also determined pursuant to Gov't Code § 66412.3 and § 66473.1, that the proposed subdivision will facilitate the development of housing and provide for future natural heating or cooling opportunities to the extent feasible.

The San Francisco Planning Department makes the findings below pursuant to Subdivision Map Act, Gov't Code § 66474(a)-(g):

- (a) That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.

The Tentative Subdivision Map is consistent with the General Plan for the reasons set forth in Planning Commission Resolution Nos. 17621 and 20663. The City has not adopted a specific plan governing the project site.

Hunters View HOPE SF Project

- (b) That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

The Tentative Subdivision Map, together with the provisions for its design and improvement, is consistent with the San Francisco General Plan for the reasons set forth in Planning Commission Resolution Nos. 17621 and 20663. The City has not adopted a specific plan governing the project site.

- (c) That the site is not physically suitable for the type of development.

The site is physically suitable for the type of development. The FEIR evaluated potential environmental impacts associated with the development, which development is consistent with the SUD. All required mitigation measures identified in the Mitigation Monitoring and Reporting Program will be applied to the Project.

- (d) That the site is not physically suitable for the proposed density of development.

The site is physically suitable for the proposed density of development. At full build-out, the entirety of the Hunters View Project would include approximately 800 dwelling units and approximately 6,400 square feet of supporting community and retail uses. The density of development, as noted in the Tentative Subdivision Map, proposes up to 300 residential units for the particular phase is consistent with the SUD as evaluated in the FEIR.

- (e) That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Neither the design of the subdivision nor the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The FEIR incorporates a comprehensive evaluation of biological resources, including fish and wildlife and their habitat. All feasible and applicable mitigation measures identified in the MMRP will be applied to the Tentative Subdivision Map.

- (f) That the design of the subdivision or type of improvements is likely to cause serious public health problems.

Neither the design of the subdivision nor the type of improvements are likely to cause serious public health problems. Issues of public health, including, for example, geotechnical and soils stability, hazards and hazardous materials, and air quality impacts,

Hunters View HOPE SF Project

were evaluated in the FEIR. All feasible and applicable mitigation measures identified in the MMRP will be applied to the Tentative Subdivision Map.

- (g) That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.

Neither the design of the subdivision nor the type of improvements will conflict with easements acquired by the public at large for access through or use of, property within the proposed subdivision. No such public easements for use or public access would be adversely affected by the proposed subdivision, and the Subdivider will be required to provide new easements as a condition of approval of the map as necessary for public access and use

Pursuant to Subdivision Map Act, Gov't Code § 66412.3 and § 66473.1, the Department finds that the proposed subdivision with associated development complies with said criteria in that:

- (a) In carrying out the provisions of this division, each local agency shall consider the effect of ordinances and actions adopted pursuant to this division on the housing needs of the region in which the local jurisdiction is situated and balance these needs against the public service needs of its residents and available fiscal and environmental resources.

The Tentative Subdivision Map will facilitate the development of housing in the City by providing up to 310 residential units, enhancing the City's supply of housing. The design of the proposed subdivision will complement the existing neighborhood character and the development of housing will not adversely impact the City's fiscal and environmental resources for its residents.

- (b) The design of a subdivision for which a tentative map is required pursuant to Section 66426 shall provide, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision.

Hunters View HOPE SF Project

The design of the proposed subdivision will provide, to the extent feasible, future passive or natural heating or cooling opportunities in the subdivision. To the extent feasible, the site layout and alignment of streets provides for southern facing windows and orients the buildings to maximize solar gains.

[https://sfgov1-my.sharepoint.com/personal/mathew_snyder_sfgov_org/Documents/Projects/HOPE SF Hunters View/Hunters View HOPE SF - Subdivision Findings - April 2020.doc](https://sfgov1-my.sharepoint.com/personal/mathew_snyder_sfgov_org/Documents/Projects/HOPE%20SF%20Hunters%20View/Hunters%20View%20HOPE%20SF%20-%20Subdivision%20Findings%20-%20April%202020.doc)



City and County of San Francisco
San Francisco Public Works · Bureau of Street-Use and Mapping
1155 Market Street, 3rd Floor · San Francisco, CA 94103
sfpublicworks.org · tel 415-554-5810 · fax 415-554-6161



TENTATIVE MAP DECISION

Date: July 24, 2018

Department of City Planning
1650 Mission Street, Suite 400
San Francisco, CA 94103

Project ID: 9677			
Project Type: 9 Lot Subdivision and 310 Residential, 1 Commercial Mixed Use Units New Condominium			
Address#	StreetName	Block	Lot
2 - 251	MIDDLE POINT RD	4624	032
Tentative Map Referral			

Attention: Mr. Scott F. Sanchez

Please review and respond to this referral within 30 days in accordance with the Subdivision Map Act.

Sincerely,

for, Bruce R. Storrs, P.L.S.
City and County Surveyor

The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code. On balance, the Tentative Map is consistent with the General Plan and the Priority Policies of Planning Code Section 101.1 based on the attached findings. The subject referral is exempt from California Environmental Quality Act (CEQA) environmental review as categorically exempt Class____, CEQA Determination Date_____, based on the attached checklist.

The project went through an Environmental Impact Report adopted on 06/12/08

The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code subject to the attached conditions.

The subject Tentative Map has been reviewed by the Planning Department and does not comply with applicable provisions of the Planning Code due to the following reason(s):

PLANNING DEPARTMENT

Signed_____

Date_____

Planner's Name _____
for, Scott F. Sanchez, Zoning Administrator



City and County of San Francisco
San Francisco Public Works · Bureau of Street-Use and Mapping
1155 Market Street, 3rd Floor · San Francisco, CA 94103
sfpublicworks.org · tel 415-554-5810 · fax 415-554-6161



Attention: Mr. Scott F. Sanchez

Please review and respond to this referral within 30 days in accordance with the Subdivision Map Act.

Sincerely,

**ADRIAN
VERHAGEN**

Digitally signed by ADRIAN VERHAGEN
DN: cn=ADRIAN VERHAGEN, o, ou=DPW-
BSM, email=adrian.verhagen@sfdpw.org,
c=US
Date: 2018.07.23 16:10:16 -07'00'

for, Bruce R. Storrs, P.L.S.
City and County Surveyor

☒ The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code. On balance, the Tentative Map is consistent with the General Plan and the Priority Policies of Planning Code Section 101.1 based on the attached findings. The subject referral is exempt from California Environmental Quality Act (CEQA) environmental review as categorically exempt Class , CEQA Determination Date , based on the attached checklist.

The project went through an Environmental Impact Report adopted on 06/12/08

☐ The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code subject to the attached conditions.

☐ The subject Tentative Map has been reviewed by the Planning Department and does not comply with applicable provisions of the Planning Code due to the following reason(s):

PLANNING DEPARTMENT

Signed **Veronica Flores**

Digitally signed by Veronica Flores
DN: dc=org, dc=sfgov, dc=cityplanning, ou=CityPlanning,
ou=Current Planning, cn=Veronica Flores,
email=Veronica.Flores@sfgov.org
Date: 2018.10.17 08:50:19 -07'00'

Date

Planner's Name
for, Scott F. Sanchez, Zoning Administrator

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:

[Space Above for Recorder's Use]

**HUNTERS VIEW PHASE III
PUBLIC IMPROVEMENT AGREEMENT**

This HUNTERS VIEW PHASE III PUBLIC IMPROVEMENT AGREEMENT (this "**Agreement**") is entered into as of _____, 2021 (the "**Effective Date**"), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California (the "**City**"), and Hunters Point Affordable Housing, Inc., a California nonprofit public benefit corporation ("**HPAH**" or "**Subdivider**").

RECITALS

A. Except as specifically defined herein, capitalized terms shall have the meanings given in (i) the San Francisco Subdivision Code and Subdivision Regulations (the "**Code**"), (ii) the Hunters View Design for Development Document (the "**D for D**") and (iii) the Plans and Specifications (as defined below).

B. Whereas, pursuant to the Development and Disposition Agreement, by and between the Housing Authority of the City and County of San Francisco, a public body corporate and politic ("**SFHA**"), and Hunters View Associates, LP, a California limited partnership ("**HVA**") dated January 28, 2021 (the "**Phase III DDA**"), SFHA has transferred all the responsibilities, obligations and liabilities for the construction of the Phase III Required Infrastructure (as defined below) on the land shown on Final Map Tract No. 9677 (the "**Final Map**") to HVA as "Master Developer", and has authorized HVA to be its representative.

C. Whereas, HPAH is the co-general partner of HVA and is the designated Subdivider under this Agreement, and pursuant to the terms of this Agreement, the Subdivider may assign to HVA and/or HV Partners 3, LP, a California limited partnership, ("**HVP3**") the Subdivider's obligations under this Agreement, provided that Subdivider, HVA and/or HVP3, as the case may be, shall be jointly and severally liable for the Subdivider's obligations following such assignment.

D. Whereas, San Francisco Public Works ("**PW**") acknowledges that as described above in Recital B, SFHA has transferred all of the responsibilities, obligations and liabilities for the construction of the Phase III Required Infrastructure from SFHA to HVA, HVP3 or their assignees and has authorized HVA, HVP3 or their assignees to be its representative.

E. Whereas, Owner (as defined below) is engaged in subdividing, and Subdivider and its affiliates are developing the land shown on the Final Map commonly known as Assessor's Block 4624, Lots 32 (the "**Property**"). A tentative map, entitled "Hunters View Phase III Tentative Subdivision Map" (the "**Tentative Map**"), for the proposed subdivision of the Property was approved by the PW Director, acting as the Advisory Agency (the "**Director**" or "**PW Director**"), subject to certain requirements and conditions contained in the section titled "Conditions" in the Director's Public Works Order No. 203737 regarding the Tentative Map application (the "**Conditions of Approval**").

F. Whereas, pursuant to the Code relating to the filing, approval, and recordation of subdivision maps and the Conditions of Approval, Owner submitted to the City, for approval and recordation, the Final Map which, upon approval by the City, will be filed in the Official Records of the City and County of San Francisco.

G. Whereas, Owner and Subdivider have requested that the Final Map be approved prior to the completion of construction and installation of the public improvements required by the Conditions of Approval of the Tentative Map and which are part of or appurtenant to the Property. Such public improvements are more particularly described in those certain improvement plans identified in Exhibit A-1 (as such plans may be revised from time to time, the "**Plans and Specifications**"). The Plans and Specifications provide for the construction, installation and completion of the public improvements identified therein (the "**Phase III Required Infrastructure**"), and include the specifications and details of such public improvements. The term "Phase III Required Infrastructure" also includes any interim or temporary facilities, if any, shown on the Plans and Specifications, and the Middle Point Repairs (as defined below in Recital I). The estimated costs of completing the Phase III Required Infrastructure are described on Exhibit B (the "**Estimated Costs**"). Copies of the Plans and Specifications are on file with the PW.

H. Whereas, the Code provides that before a final subdivision map or parcel map is approved by the City, Subdivider shall have either (i) installed and completed all of the public improvements required by the City and detailed in the plans and specifications approved by the Director, or (ii) entered into an agreement (the "**Public Improvement Agreement**" or "**PIA**") with the City to install and complete, free of liens, all of such public improvements within a definite period of time and provided improvement securities to secure satisfactory performance of such agreement.

I. Whereas, the parties had previously entered into that certain Hunters View Phase II Public Improvement Agreement dated October 27, 2014, for the construction, installation and completion of the Phase II Required Infrastructure (as defined therein); however, Subdivider has requested and the City has agreed to defer a portion of the Phase II Required Infrastructure relating to (i) the eastern curb ramps at Middle Point Road and Fairfax Avenue Intersection, (ii) the Middle Point Road concrete pavement from lip of gutter to lip of gutter from station 62+18.50 to 65+12, and (iii) eastern curb ramps at Middle Point Road and Hare Street, and concrete pavement, curb and gutter between Hare Street and Innes Avenue, all as more specifically provided in Instructional Bulletin – IB-15 dated October 15, 2020, and shown on Sheets 32, 33, 37, 39 and 40 of the "Hunters View Development Project, Phase II Infrastructure" Improvement Plans and Specifications dated September 5, 2014 (collectively, "**Middle Point Repairs**"), to be constructed, installed and completed concurrent with the construction and installation of the Phase III Required

Infrastructure. The Middle Point Repairs are more particularly described on Sheets 34-45 in the Plans and Specifications.

J. Whereas, in order to permit the approval and recordation of the Final Map by the City (including the dedications contained therein), to implement the Conditions of Approval, and to simultaneously satisfy the security provisions of the Code, the City and Subdivider desire to enter into this Agreement.

AGREEMENT

NOW THEREFORE, in order to ensure satisfactory performance of Subdivider's obligations under the Code, and in consideration of the approval and recordation by the City of the Final Map (including the dedications contained therein), and to implement the Conditions of Approval, and other valuable consideration, Subdivider and the City agree as follows:

1. Definitions.

(a) SFHA means the Housing Authority of the City and County of San Francisco, a public body corporate and politic, who is the Fee Title holder of interest of the Property and signatory to the Final Map.

(b) Owner means SFHA.

(c) HVA means Hunters View Associates, L.P.

(d) HVP3 means HV Partners 3, LP.

(e) HPAH means Hunters Point Affordable Housing, Inc.

(f) Subdivider means HPAH.

(g) General Contractor means Cahill-Nibbi Joint Venture.

(h) Progress Payment means a payment made in compliance with the schedule of partial payment agreed upon in the contract for the work.

2. Subdivider's Obligations.

(a) Completion of Phase III Required Infrastructure; Completion of Middle Point Repairs. Subdivider shall, in good and workmanlike manner, furnish all necessary materials and complete construction of the Phase III Required Infrastructure, including the Middle Point Repairs, as set forth in Exhibit A-1 in accordance with the performance schedule(s) set forth in Exhibit A-2 provided, however, that the periods of time provided in this condition may be extended in accordance with Section 4(b) hereof.

(b) Delivery of As-Built Plans. Within three (3) months after Completion of the Phase III Required Infrastructure, or portion thereof, Subdivider shall furnish to PW and, if requested, the City Department of Building Inspection, as-built plans for such Phase III Required

Infrastructure, or portion thereof, in both electronic (in a reasonably current version of AutoCAD) and Mylar formats and any reports required in connection with such Phase III Required Infrastructure, or portion thereof, by the Plans and Specifications.

(c) Assignment of Subdivider's Obligations. Subdivider may assign to HVA and/or HVP3 the Subdivider's Obligations, which shall be in writing and clearly identify the scope of the rights and/or obligations assigned. Following any such assignment, Subdivider, HVA and/or HVP3, as the case may be, shall be jointly and severally liable for any and all of the Subdivider's Obligations.

3. Improvement Security.

(a) Security. Subject to Subdivider being a nonprofit corporation in the State of California, City agrees that Subdivider, as an eligible nonprofit corporation under Section 66499.3(c) of the Government Code, shall not be required to comply with the bonding requirements set forth in Section 66499.3(a) and (b) provided the following conditions are satisfied:

(i) Subdivider shall post with the City a performance bond that secures its faithful performance in an amount equal to 100 percent of the construction contract attached hereto as Exhibit C-1 (the "**Performance Bond**"), a payment bond required to secure the labor and materials in an amount equal to 100 percent of the construction contract for the payment of labor and materials attached hereto as Exhibit C-2 (the "**Labor and Materials Bond**"), and further a bond required to secure the survey monuments to be installed attached hereto as Exhibit C-3 (the "**Monument Bond**," and together with the Labor and Materials Bond and Performance Bond, the "**Bonds**"). The Bonds under this Section 3(a)(i), or other security deemed acceptable to the City in accordance with California Government Code Sections 66499 et seq., shall be provided to the City prior to the issuance of any Street Improvement Permit by the City. Any assignee of Subdivider shall be a co-obligee on the Bonds. The San Francisco Mayor's Office of Housing and Community Development ("**MOHCD**") shall be designated as the depository under Section 66499.3(c)(2) for moneys ultimately payable to the general contractor in the form of progress payments. The required Bonds, in the amounts that the City Engineer has certified, shall be as follows:

(A) Performance bonds in the amount of \$8,710,800 (100% of estimated cost of completion of the construction and installation of the Phase III Required Infrastructure as determined by the PW Director) to secure the satisfactory performance of Subdivider's obligations (Exhibit C-1); and

(B) A payment bond or other acceptable security in the amount of \$4,355,400 (50% of the estimated cost of completion of the Phase III Required Infrastructure as determined by the PW Director) as guarantee of payment for the labor, materials, equipment, and services required for Required Infrastructure (Exhibit C-2).

(C) Monument bonds in the total amount of \$37,500 for each of the 35 monuments to be installed, representing 100% of the cost of installation of the monuments

in as guarantee of payment for the labor, materials, equipment, and services required for the required monuments (Exhibit C-3).

(ii) All progress payments to the general contractor shall be conditioned on (i) the general contractor's certification to Subdivider that all labor performed in the work, and all materials furnished to and installed in the work, have been paid for in full to the date of certification, (ii) the written approval of Subdivider, and (iii) review and approval of progress payment billings by City. Subdivider shall require the general contractor to deliver all such certifications through the United States mail.

(iii) Final payment to the general contractor shall not be made until 30 days have expired after the filing and recording of the Notice of Completion of the work and acceptance of the work by, and a waiver of lien rights provided by the general contractor to, City in accordance with Section 6(a).

(b) Other Acceptable Security. In lieu of providing any of the security described in Section 3(a)(i) above, Subdivider may, subject to the approval of the Director, provide other security as described in Section 66499 of the Government Code. The Director has entered into a Memorandum of Agreement ("**MOA**") with MOHCD that commits MOHCD to provide at least 20% of the financing for the Subdivider's Obligations. The Director determines that the MOA provides the equivalent security to that of Government Code Section 66499(a)(3) because both departments are constituent parts of the City and County of San Francisco, and therefore, such a MOA is acceptable security in lieu of an actual instrument of credit. A copy of this MOA is attached hereto as Exhibit C-4. When the Subdivider posts the security specified in Section 3(a)(i) with the City and copies of such bonds made part of this Agreement, the MOA shall automatically terminate and there shall be no requirement to amend this Agreement to reflect the change in security from that provided under this Section 3(b) to the bonds specified in Section 3(a)(i). Any security provided under Section 3(a)(i) or Section 3(b) shall be referred to collectively as the "**Security**".

4. Construction of Phase III Required Infrastructure.

(a) Permits and Fees. Subdivider shall not allow the performance of any work subject to this Agreement until all required permits have been obtained for the portion of work involved, and all applicable fees, including inspection and testing fees, have been paid.

Prior to the approval of the Final Map, and as requested by the City, Subdivider shall arrange for all easements to be granted to the City to allow for construction of the required public improvements on the Property and provide irrevocable Offers of Dedication in Fee Title of the portions of the Property where said public improvements will be constructed and used as future public right-of-way. The PW Director, in his or her discretion, may allow the Subdivider to defer this requirement until prior to approval of an improvement permit or to a later specified date. The PW Director shall issue such deferral in writing.

(b) Extensions.

(i) Requested Extensions. Subdivider may request extensions of the time periods specified in Section 2(a) by submission of a request(s) to the Director. A request shall

be in writing, state adequate evidence to justify the extension, and shall be made not less than thirty (30) days prior to expiration of this Agreement. The Director shall in good faith attempt to determine within such time whether an extension of time shall be granted. The Director's failure to respond within the time specified shall, however, not constitute either a grant or denial of the requested extension. The periods of time for performance under this Agreement shall be automatically extended for the period during which a request for an extension is pending a determination by the Director. The Director shall not unreasonably withhold, condition or delay a request for an extension. The Director may reasonably condition an extension subject to the terms of this Agreement and the conditions provided in the Code, including execution of an Extension Agreement.

(ii) Permit Processing. The periods of time for performance under this Agreement shall be extended for Unavoidable Delay as determined in Section 4(b)(iii) for the period of time associated with permit processing, including, without limitation, permit processing by and obtaining permits and approvals from all agencies with jurisdiction over the Phase III Required Infrastructure.

(iii) Unavoidable Delay. The periods of time for performance under this agreement shall be automatically extended for Unavoidable Delay which is a delay in a Party's performance of its obligations hereunder that is caused by (a) acts of God, enemy action, civil commotion, fire, flood, earthquake or other casualty, (b) strikes or other labor disputes (to the extent not resulting from the labor practices of the Party claiming the benefit of Unavoidable Delay), (c) material shortages of or inability to obtain labor or materials beyond the reasonable control of the Party claiming the benefit of Unavoidable Delay, (d) lawsuits brought by plaintiffs unaffiliated with the Party claiming the benefit of Unavoidable Delay, (e) delays by governmental or quasi-governmental entities in issuing requisite approvals or consents beyond the reasonable control of the Party claiming the benefit of Unavoidable Delay, including without limitation failure of the City to respond to Subdivider's submissions within the time periods set forth in this Agreement, (f) quarantine or other restrictions on operations or activities as a result of epidemic, disease, contagion or other health conditions, including the COVID-19 pandemic in effect as of the Effective Date and any subsequent force majeure events caused by or resulting from such COVID-19 pandemic, including measures taking by any governmental authority that prohibits or makes it reasonably impractical for a party to perform any obligation hereunder or for any governmental body or authority to conduct any operations or work necessary to permit a party to perform its obligations hereunder, or (g) any other event beyond the reasonable control of the Party claiming the benefit of Unavoidable Delay. Delays beyond a Party's reasonable control exclude delays to the extent caused by the negligent act or omission or willful misconduct of the Party claiming the benefit of Unavoidable Delay. This Unavoidable Delay provision shall not apply, however, unless (g) the party seeking to rely upon such provisions shall have given notice to the other party, within thirty (30) days after obtaining actual knowledge of the beginning of an enforced delay, of such delay and the cause or causes thereof, to the extent known, and (h) a party claiming the Unavoidable Delay must at all times be acting diligently and in good faith to avoid foreseeable delays in performance, to remove the cause of the delay or to develop a reasonable alternative means of performance.

(iv) Extensions Generally. The provisions in this Section 4(b) are in addition to and not a limitation of any other provision for extensions in this Agreement or in the

Plans and Specifications. No extension approved hereunder shall relieve the surety's liability under the Security.

(c) Revisions to Plans and Specifications. Requests by Subdivider or its agent for revisions, modifications or amendments to the approved Plans and Specifications (each, a "**Plan Revision**") shall be submitted in writing to the Director (or the Director's designee). If the Plan Revision is acceptable to the Director (or the Director's designee), the Director (or the Director's designee) shall approve proposed Plan Revisions which are substantially consistent with the Plans and Specifications and the Final Map. Construction of any proposed Plan Revision shall not commence without prior approval pursuant to this Section 4(c). Construction of any Plan Revision prior to approval shall be at the Subdivider's risk. Plan Revisions shall be accompanied by drawings and specifications and other related documents showing the proposed Plan Revision so as to adequately describe the proposed change and the cost and effect thereof.

(d) Subdivider shall, at no cost to the City, cause all new or replacement electricity distribution facilities, telephone, community cable, and other distribution facilities located as part of the work in Exhibit A-1 to be placed underground. The Plans and Specifications must demonstrate that underground utilities and structures are designed to accommodate future settlement. All utilities, vaults, splice boxes and appurtenances shall be placed underground, subject to approval of the Director.

5. Release of Security. The Security, or any portions thereof, not required to secure completion of Subdivider's obligation for construction or installation of the Phase III Required Infrastructure; to satisfy claims by contractors, subcontractors, and/or persons furnishing materials or equipment; or for setting monuments, set forth on the Final Map, shall be released to the general contractor, or its successors in interest, or reduced, as follows:

(a) Release of Security.

One Year Warranty Bond. Upon the Director's determination of completion of the Phase III Required Infrastructure in accordance with Section 6(a), the Security shall be reduced to ten percent (10%) of the original amount for the purpose of warranting repair of any defect of the Phase III Required Infrastructure which occurs within one year of when: (i) the Phase III Required Infrastructure (or portion thereof), and specifically including each of the respective Phase III Required Infrastructure described on Exhibit A-1 has been completed to the satisfaction of the Director in accordance with Section 6(a) below and provided that the one year warranty period for plant materials, and trees shall commence after the Director receives certification from the City Construction Manager that the plant materials and trees have passed a plant establishment period as set forth in the Plans and Specifications, and (ii) the Clerk of the Board of Supervisors (or the Clerk's designee) certifies that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the Phase III Required Infrastructure have been filed against the City within the one hundred (100) day period following completion of the Phase III Required Infrastructure as determined upon review by the Director in accordance with Section 6(a). If any claims by any contractor, subcontractor or person furnishing labor, materials or equipment to the Subdivider have been filed against the City, then the Security applicable to such Phase III Required Infrastructure shall be reduced to an amount equal to the greater of (i) the amount of all such claims filed or (ii) ten percent (10%) of the original amount.

(i) Partial Release of Security. Notwithstanding the release provisions in Section 5(a), the Security may be reduced in conjunction with completion of any portion of the Phase III Required Infrastructure to the satisfaction of the Director and may be reduced in connection and conjunction with completion of each of the respective Phase III Required Infrastructure separately described on Exhibit A-1 upon review in accordance with Section 6(a) hereof, by an amount determined by the Director that is not less than the actual cost of the completed portion of the Phase III Required Infrastructure. In no event, however, shall the amount of the Security be reduced below the greater of (i) the amount required to guarantee the completion of the remaining portion of the Phase III Required Infrastructure and any other obligation imposed by the Subdivision Map Act, the Code, this Agreement, the Street Improvement Permit or any other agreement relating to the completion of the Phase III Required Infrastructure or (ii) ten percent (10%) of the original amount of the Security.

(ii) Release of Remaining Security. The remaining Security shall be released when all of the following have occurred:

(A) One (1) year following the date of Acceptance (as defined in Section 6(b)) of the Phase III Required Infrastructure, or portion thereof, by the Board of Supervisors, or, with respect to street trees and park trees one year after the commencement of the warranty period as described in Section 8(a), or, with respect to any specific claim of defects or deficiency in the Phase III Required Infrastructure, one (1) year following the date that any such deficiency which the Director identified in the Phase III Required Infrastructure in accordance with Section 4(a) has been corrected or waived in writing; and

(B) the Clerk of the Board of Supervisors (or the Clerk's designee) certifies that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the Phase III Required Infrastructure have been filed against the City, all such claims have been satisfied, withdrawn, or otherwise secured by bond or other security approved by the Director (or the Director's designee).

6. Completion and Acceptance.

(a) Director's Inspection. No sooner than ninety (90) days prior to the date that Subdivider intends to request the Director issue a Notice of Completion, Subdivider shall make a written request to the Director of the Subdivider's intent to initiate the Notice of Completion process ("**Letter of Intent to Request Notice of Completion**"). Upon written request from the Subdivider for a "**Notice of Completion**" as defined in the Code, accompanied with any and all materials that are required as listed in Exhibit E related to the Notice of Completion, the Director shall initiate the inspection. If the Subdivider fails to submit a Letter of Intent to Request Notice of Completion, the Director need not consider the Subdivider's request for the Director's issuance of a Notice of Completion until such a Letter of Intent to Request Notice of Completion is submitted to the Director and ninety (90) days have passed from the submission of the Letter; provided, however, that the Director, in his or her discretion, may agree in writing to a period of less than ninety (90) days from receipt of the Letter to consider issuance of a Notice of Completion. If the Director determines that the Phase III Required Infrastructure has not been completed or does not satisfy the above requirements, Director shall notify Subdivider of such determination

together with a statement setting forth with particularity the basis for that determination. If the Director determines that the Phase III Required Infrastructure has been completed and meets the above requirements, the Director shall issue the Notice of Completion.

(b) Acceptance. “**Acceptance**” by the City of the Phase III Required Infrastructure, or portion thereof, for public use and maintenance shall be deemed to have occurred when:

(i) The Director has issued a Notice of Completion for the Phase III Required Infrastructure, or portion thereof, in accordance with Section 6(a);

(ii) The Subdivider submits all the documents required pursuant to Exhibit F to the Director to initiate acceptance legislation or other appropriate action, before the Board of Supervisors as appropriate; and

(iii) The Board of Supervisors by ordinance or other appropriate action accepts the Phase III Required Infrastructure, or portion thereof; for public use and maintenance, in accordance with the provisions of San Francisco Administrative Code Section 1.52 and Subdivider’s maintenance and warranty obligations under Sections 7 and 8(a), respectively hereof.

(c) Offers of Dedication. The owners’ statements of the Final Map include or shall include to the extent applicable certain irrevocable offers of dedication of improvements, easements shown only on the map, easements by agreement, and real property in fee simple. In addition, the offers of dedication of improvements shall be made by separate instrument(s); the offers of dedication of real property in fee simple shall be made by separate instrument(s) and separate quitclaim deed(s); and the offers of dedication of easements shall be made by separate instrument(s). The Board of Supervisors shall accept, conditionally accept or reject such offers. The City, at its discretion, may accept these easements at its convenience through formal action of the Board of Supervisors or as otherwise provided in local law. The Board of Supervisors shall also by ordinance accept, conditionally accept, or reject for public right of way and utility purposes the lots designated for public streets and the Phase III Required Infrastructure (or portions thereof) in accordance with Section 6(b). The Final Map includes certain offers of dedication as more particularly set forth therein. Upon the Director’s issuance of a Notice of Completion for the Phase III Required Infrastructure, or portion thereof, in accordance with Section 6(a) of this Agreement, the Board of Supervisors shall by ordinance or other appropriate action accept, conditionally accept, or reject such offers. Subdivider will coordinate with the City and assist in the City’s process for dedication and Acceptance of Phase III Required Infrastructure by (i) providing necessary deeds, maps, legal descriptions and plats for street openings, easements and/or dedications for right of way or utility purposes and for relinquishment of existing rights of access and utilities associated with on-site and off-site development; (ii) executing easement agreements consistent with the Conditions of Approval for the Tentative Map; and (iii) providing easement agreement documents consistent with the Conditions of Approval of the Tentative Map and the completion and Acceptance of the Phase III Required Infrastructure as follows: easements for emergency vehicle access and emergency exiting, private easements for those uses described in the master declarations and the declaration of restrictions, and public service easements for access by the City and for public utilities.

(d) No Acceptance of Interim or Temporary Facilities. The City shall not be obligated to accept or maintain any Interim or Temporary Facilities shown on the Plans and Specifications for the Phase III Required Infrastructure. Parties acknowledge that Subdivider shall continue to maintain all Interim or Temporary Facilities until such time as the final Public Infrastructure that will replace the need for the Interim or Temporary Facilities as determined by the Director is completed unless the parties, by mutual written instrument and any necessary City Approvals, agree otherwise.

(e) Termination of Existing Access and Utility Easements. Existing access and utility easements in any proposed right of way areas that are included as part of the Phase III Required Infrastructure shall be terminated, quitclaimed, vacated or relinquished, in whole or in part, in accordance with the terms of such easements upon: (1) the provision of alternative facilities; (2) the determination by the Director that such utility or access rights are no longer required; or (3) the City's Acceptance of dedicated public streets and associated utility facilities. The City shall not be obligated to accept any such right of way area unless and until any easements that could interfere or conflict with such facilities have been addressed to the City's satisfaction.

7. Maintenance of Phase III Required Infrastructure.

(a) Maintenance Prior to Acceptance. Prior to Acceptance, Subdivider shall be responsible for the maintenance and repair of the Phase III Required Infrastructure.

(b) Maintenance Following Acceptance. Following Acceptance, the City shall assume the responsibility of operating and maintaining the Phase III Required Infrastructure, or portion thereof subject to the limitations in Section 6(b)(iii) above, and Subdivider's obligations under Section 8(a) of this Agreement. The City shall have no obligation to accept or maintain any Interim or Temporary Facilities.

8. Warranty and Indemnity.

(a) Warranty. Acceptance of Phase III Required Infrastructure, or portion thereof, by the City shall not constitute a waiver of defects by the City. Subdivider covenants that all Phase III Required Infrastructure constructed or installed by Subdivider shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year following the completion of the Phase III Required Infrastructure (or portion thereof), except that the Warranty period for the plant materials and trees planted pursuant to the Phase III Required Infrastructure shall not commence until the Director receives a certification from the City's Construction Manager that the trees have passed a plant establishment period set in accordance with the Plans and Specifications (the "**Warranty Period**"). During the Warranty Period, Subdivider shall, as necessary, and upon receipt of a request in writing from the Director that the work be done, correct, repair or replace any defects in the Phase III Required Infrastructure at its own expense. During the Warranty Period, should Subdivider fail to act with reasonable promptness to make such correction, repair or replacement, or should an emergency require that correction, repair or replacement be made before Subdivider can be notified (or prior to Subdivider's ability to respond after notice), City may, at its option, provided that notice thereof is provided to Subdivider, make the necessary correction, repair or replacement or otherwise perform the necessary work and Subdivider shall reimburse the City for the actual cost thereof.

During the Warranty Period, the City shall hold Subdivider's reduced performance bond (or separate warranty bond in the same amount) as described in Section 5, to secure performance of Subdivider's foregoing warranty obligations.

(b) Indemnity. Subdivider, its successors and assigns shall indemnify, defend and hold the City and each of the City's Agencies harmless for, from and against any and all Losses arising out of the breach of this Agreement by the Subdivider, the Subdivider's or any of its contractors', agents', consultants' or representatives' negligent or defective construction of the Phase III Required Infrastructure, constructed or installed by the Subdivider under this Agreement, the Subdivider's nonpayment under contracts between the Subdivider and its consultants, engineers, advisors, contractors, subcontractors or suppliers in the provision of such Phase III Required Infrastructure, or any claims of persons employed by the Subdivider or its contractors, agents, consultants or representatives to construct such Phase III Required Infrastructure, all subject to the terms, conditions, and exceptions of the Phase III DDA, provided, however, that Subdivider's obligations to indemnify, defend and hold the City harmless shall not extend to any claims to the extent arising out of or relating to the negligence or willful misconduct of the City or its agents, and further provided that any demand for indemnification hereunder with respect to negligent or defective construction must be brought, if at all, within one (1) year after the related Phase III Required Infrastructure, or portion therefore, is determined to be complete by the Director in accordance with Section 6(a) hereof. The City shall not be an insurer or surety for the design or construction of the Phase III Required Infrastructure pursuant to the Plans and Specifications, nor shall any officer or employee thereof be liable or responsible for any accident, loss, or damage happening or occurring during the construction of the Phase III Required Infrastructure as specified in this Agreement, except as may arise due to the negligence or willful acts or omissions of the City.

9. Other Items.

(a) Private Roadway Funding Mechanisms. All private roadways shown on the Final Map shall be constructed by the Subdivider or its affiliate.

10. Miscellaneous.

(a) Final Map Recordation. The City, in accordance with the Code, shall record the Final Map with the County Recorder in the Official Records of the City and County of San Francisco. The City shall notify Subdivider and Owner of the time of recordation of the Final Map. In the event the Final Map is not recorded, this Agreement shall be null and void.

(b) Independent Contractor. In performing its obligations under this Agreement, Subdivider is not an agent or employee of the City.

(c) Notices.

(i) A notice or communication under this Agreement by any party to the other (or by or to the Director) shall be sufficiently given or delivered if dispatched by hand or by registered or certified mail, postage prepaid, addressed as follows:

In the case of a notice or communication to the City or the Director:

Director of Public Works
City and County of San Francisco
49 South Van Ness Avenue
San Francisco, CA 94103
Attn: Infrastructure Task Force Manager
Telefacsimile: (415) 581-2569

With copies to:

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Land Use Team
Reference: Hunters View Phase III Project
Telefacsimile: (415) 554-4757

And in the case of a notice or communication to Subdivider at:

Hunters Point Affordable Housing, Inc.
c/o John Stewart Company
1388 Sutter Street, 11th Floor
San Francisco, CA 94109
Attn: Jack D. Gardner
Telefacsimile: (415) 614-9175

With copies to:

Lubin Olson & Niewiadomski LLP
600 Montgomery Street, 14th Floor
San Francisco, CA 94111
Attn: Charles R. Olson, Esq.
Telefacsimile: (415) 981-4343

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO
1815 Egbert Avenue
San Francisco, CA 94124
Attn: Executive Director
Telefacsimile: (415) 715-3211

For the convenience of the parties, copies of notice may also be given by telefacsimile.

Every notice given to a party hereto, pursuant to the terms of this Agreement, must state (or must be accompanied by a cover letter that states) substantially the following:

(A) the section of this Agreement pursuant to which the notice is given and the action or response required, if any;

(B) if applicable, the period of time within which the recipient of the notice must respond thereto;

(C) if approval is being requested, shall be clearly marked "Request for Approval under the Hunters View Phase III Public Improvement Agreement"; and

(D) if a notice of disapproval or an objection which requires reasonableness, shall specify with particularity the reasons therefor.

(ii) 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 party may not give official or binding notice by telefacsimile.

(iii) Any notice or request for review, consent or other determination or action by the Director that could be subject to deemed approval under any provision of this Agreement shall display prominently on the envelope enclosing such request (if any) and the first page of such request, substantially the following words: "HUNTERS VIEW INFRASTRUCTURE: IMMEDIATE ATTENTION REQUIRED; FAILURE TO RESPOND COULD RESULT IN THE REQUEST BEING DEEMED APPROVED."

(d) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and upon such transfer, Owner or Subdivider shall be released from its obligations hereunder upon providing written evidence of a proper Assignment and Assumption Agreement. Any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned and shall be subject to the reasonable approval of the Director.

(e) Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist upon and demand strict compliance by the other party with the terms of this Agreement thereafter.

(f) Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the parties hereto any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof; and all covenants, conditions, promises, and agreements in this Agreement contained by or on behalf of the City or Subdivider shall be for the sole and exclusive benefit of such parties.

(g) Amendment. This Agreement may be amended, from time to time, by written supplement or amendment hereto and executed by the City and Subdivider. The Director is authorized to approve and execute on behalf of the City any amendment that the Director

determines is in the City's best interests and does not materially increase the City's obligations or materially diminish the City's rights under this Agreement.

(h) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

(i) Interpretation of Agreement. Unless otherwise provided in this Agreement, whenever approval, consent or satisfaction is required of Subdivider or the City pursuant to this Agreement, it shall not be unreasonably withheld or delayed. Captions used in this Agreement are for convenience or reference only and shall not affect the Interpretation or meaning of this Agreement. This Agreement shall in no way be construed to limit or replace any other obligations or liabilities which the parties may have under the Plans and Specifications, any permit to enter, Street Improvement Permit or any other agreement entered into in accordance therewith.

11. Insurance. At all times prior to Acceptance of the Phase III Required Infrastructure, Subdivider shall comply with the insurance requirements as required by applicable City regulations. Subdivider shall furnish to the City, from time to time upon request by the City's Risk Manager, a certificate of insurance (and/or, upon request by the City's Risk Manager, a complete copy of any policy) regarding each insurance policy required to be maintained by Subdivider as by the City.

12. Recording.

(a) Recording Agreement. The parties to this Agreement acknowledge that this Agreement shall be recorded against the title of the Property.

(b) Purpose and Effect of Recording. This Agreement shall be recorded for the purpose of providing constructive notice to any future owner of the Property of Subdivider's obligations and responsibilities under Section 2. This Agreement shall not be interpreted as creating a lien or security interest against any parcel against which it is recorded, or to effect any secured interest now or in the future, as the obligations hereunder are personal to Subdivider and its successors and assigns as may be authorized pursuant to Sections 2(c) and 10(d).

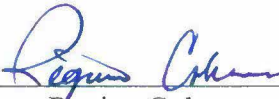
(c) Notice of Termination. At the time all the obligations and requirements specified in this Agreement are fully satisfied as determined by the Director in consultation with affected City departments, the parties shall record a Notice of Termination, the form of which is contained in Exhibit G. Alternatively, Subdivider may request the Director's authorization to record a Notice of Termination with respect to an individual parcel. In evaluating such a request, approval of which shall be in the Director's reasonable discretion, the Director shall consider with respect to Phase III Required Infrastructure necessary to serve the parcel, whether: (i) all Phase III Required Infrastructure has been completed and accepted by the City, as applicable; (ii) all corresponding bond amounts have been released; (iii) all defects and punch list items have been addressed; and (iv) all warranty and guarantee periods have terminated.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Subdivider and the City have executed this Agreement as of the Effective Date.

Subdivider:


HUNTERS POINT AFFORDABLE HOUSING, INC.,
A California nonprofit public benefit corporation

By: 
Regina Coleman
Its President

City:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation of the State of California

Approved as to Form:

By: 
Name: CHRISTOPHER TOM
Title: Deputy City Attorney

By: _____
Name: _____
Title: Director of Public Works

HUNTERS POINT AFFORDABLE HOUSING, INC. ACKNOWLEDGEMENT

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 April 29, 2021 before me, Linda Daggs
(here insert name and title of officer), personally appeared Regina Coleman, 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: Linda M Daggs

(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)

LIST OF EXHIBITS

Exhibit A-1 – Plans and Specifications

Exhibit A-2 – Performance Schedule

Exhibit B – Estimated Costs

Exhibit C-1 – Performance Bond

Exhibit C-2 – Labor and Materials Bond

Exhibit C-3 – Monument Bond

Exhibit C-4 – Memorandum of Agreement between MOHCD and Public Works Regarding Security

Exhibit D – Reserved

Exhibit E – List of Documents Required by City in Order to Issue a Notice of Completion

Exhibit F – List of Documents Required by the City in Order to Make a Request for Acceptance

Exhibit G – Form of Notice of Termination

1. Permanent Improvements included in Improvement Plans and Specifications prepared by Carlile Macy entitled "Hunters View Development Project, Phase III Infrastructure," Permit Number 21IE-00193, dated April 23, 2021 and approved by or on behalf of the Director, on April 23, 2021.

ACTION	DATE
1. Issue Notice to Proceed for Phase III Required Infrastructure Improvements.	No later than September 1, 2021
2. Complete Phase III Required Infrastructure Improvements including As-Built Drawings and secure the Notice of Completion from the Department of Public Works.	No later than November 30, 2023
3. Dedicate Phase III Public Right of Way Improvements to the City of San Francisco.	No later than two months after the Board of Supervisors' Acceptance of Improvements is received.

EXHIBIT B

Estimated Costs

See attached schedule of values.

Hunter View - Phase 3
Sample Cost Estimate
Engineer's Construction Cost Estimate
Based on on 100% Improvement Plans Dated 4-8-21
May 3, 2021

Item	Description	Quantity	Unit	Unit Price	Amount	Totals
A) <u>Earthwork</u>						
1	Clear & Grub	1	LS	200,000.00	200,000	
2	Demolition	1	LS	500,000.00	500,000	
3	Cut	9,578	CY	15.00	143,670	
4	Fill	9,578	CY	15.00	143,670	
Subtotal						\$987,340
B) <u>Street Work & Miscellaneous</u>						
5	0.67 ft. Concrete Paving	45,414	SF	13.00	590,382	
6	0.5 ft. Class II Aggregate Base	33,178	SF	6.00	199,068	
7	0.166 ft. ACWS	33,178	SF	4.00	132,712	
8	Edge Grind AC (10 ft. wide)	524	SF	50.00	26,200	
8	Std. Curb	2,538	LF	50.00	126,900	
10	Std. Gutter (24" Gutter)	2,563	LF	70.00	179,410	
10	Sidewalk & Driveway Apron	20,841	SF	8.00	166,728	
12	Handicap Ramps	18	EA	5,000.00	90,000	
13	Paving Markings	1	LS	15,000.00	15,000	
14	Monuments	5	EA	1,000.00	5,000	
15	Street Signs	34	EA	500.00	17,000	
16	Street Light-Pedestrian	25	EA	10,000.00	250,000	
15	Concrete Retaining Walls	172	LF	1,500.00	258,000	
17	Collapsible Bollards	4	EA	500.00	2,000	
18	Bus shelter	1	EA	15,000.00	15,000	
21	Temp. Tree Protection Fence	135	LF	5.00	675	
21	Fire Call Box	1	EA	10,000.00	10,000	
Subtotal						\$2,084,075

Hunter View - Phase 3
Sample Cost Estimate
Engineer's Construction Cost Estimate
Based on on 100% Improvement Plans Dated 4-8-21
May 3, 2021

Item	Description	Quantity	Unit	Unit Price	Amount	Totals
C) <u>Combined Sewer System</u>						
22	10" VCP Combined Sewer Main	97	LF	400.00	38,800	
23	12" VCP Combined Sewer Main	257	LF	450.00	115,650	
24	12" Private Combined Sewer Main	25	LF	450.00	11,250	
25	15" VCP Combined Sewer Main	553	LF	500.00	276,500	
26	48" CS Manholes	11	EA	22,000.00	242,000	
27	Sewer & Storm Drain Lateral	4	EA	5,000.00	20,000	
28	Sewer Lateral	4	EA	300.00	1,200	
Subtotal						\$705,400
D) <u>Storm Drainage</u>						
29	4" Perforated Pipe	3	LF	50.00	150	
30	8" Storm Drains	87	LF	100.00	8,700	
31	10" PVT Storm Drains	30	LF	110.00	3,300	
32	12" PVT Storm Drains	1,168	LF	115.00	134,320	
33	15" Storm Drains	110	LF	120.00	13,200	
34	Storm Drain Lateral	3	EA	5,000.00	15,000	
35	Catch Basin-SF STD	6	EA	8,000.00	48,000	
36	DI (24"x24")	3	EA	3,000.00	9,000	
37	DI w/ Sand Trap (24"x24")	7	EA	3,200.00	22,400	
38	FD (24"x24")	14	EA	3,000.00	42,000	
39	FD w/Sand trap (24"x24")	7	EA	3,200.00	22,400	
40	Storm Water Infiltration Basin (IB)	1	EA	250,000.00	250,000	
41	48" SD Manhole	3	EA	22,000.00	66,000	
42	Storm Drain Treatment Unit	1	EA	89,700.00	89,700	
43	Earth Swale	1,271	LF	5.00	6,355	
44	Fabric Lined Swale	445	LF	8.00	3,560	
45	Rock Lined Swale	1,178	LF	10.00	11,780	
Subtotal						\$745,865

Hunter View - Phase 3
Sample Cost Estimate
Engineer's Construction Cost Estimate
Based on on 100% Improvement Plans Dated 4-8-21
May 3, 2021

Item	Description	Quantity	Unit	Unit Price	Amount	Totals
E) <u>Water System</u>						
46	12" Low Point Water Main	883	LF	600.00	529,800	
47	8" Reclaimed Water	932	LF	400.00	372,800	
48	8" Gate Valves	3	EA	2,000.00	6,000	
49	12" Gate Valves	4	EA	3,000.00	12,000	
50	Fire Hydrant Assembly	4	EA	15,000.00	60,000	
51	8" Blowoff & Tie-in to Ex W	4	EA	3,000.00	12,000	
52	12" Blowoff & Tie-in to Ex W	6	EA	3,500.00	21,000	
53	2" Air Release Valve	9	EA	3,000.00	27,000	
54	1" Water Service	1	EA	2,000.00	2,000	
55	3" Water Service	7	EA	2,000.00	14,000	
56	3" Reclaimed Water Service	9	EA	2,000.00	18,000	
57	6" Fire Service	7	EA	6,000.00	42,000	
Subtotal						\$1,116,600
F) <u>Utilities</u>						
58	Joint Trench	2,108	LF	500.00	1,054,000	
59	Gas line	1,362	LF	200.00	272,400	
Subtotal						\$1,326,400
G) <u>Landscape & Irrigation</u>						
60	Landscape Pavers	11,518	SF	18.00	207,324	
61	Street trees	86	EA	1,000.00	86,000	
Subtotal						\$293,324
Total						\$7,259,004
20% Contingency						\$1,451,801
Grand Total						<u><u>8,710,800</u></u>

The above figures prepared by the Engineer are an OPINION OF PROBABLE COST of items, including labor and material costs, noted and are supplied as a guide only. The above figures are NOT a guarantee of maximum cost. The Engineer is not responsible for fluctuations in cost of materials or labor.

EXHIBIT C-1

Performance Bond

[To be added when the Subdivider posts such bond.]

Copies of such bond will be on file with San Francisco Public Works and/or Subdivider.]

EXHIBIT C-2

Labor and Materials Bond

[To be added when the Subdivider posts such bond.]

Copies of such bond will be on file with San Francisco Public Works and/or Subdivider.]

EXHIBIT C-3

Monument Bond

[To be added when the Subdivider posts such bond.]

Copies of such bond will be on file with San Francisco Public Works and/or Subdivider.]

EXHIBIT C-4

Mayor's Office of Housing and Community Development/Public Works

Memorandum of Agreement Concerning Improvement Security

MEMORANDUM OF AGREEMENT

(Hunters View Phase 3 Public Improvement Security)
(Exhibit C-4 to Public Improvement Agreement)

This Memorandum of Agreement ("**MOA**") is dated as of _____ by and between the Mayor's Office of Housing and Community Development ("**MOHCD**") and San Francisco Public Works ("**SFPW**"). MOHCD and SFPW are both departments of the City and County of San Francisco, a municipal corporation ("**City**").

RECITALS

A. In 2003, San Francisco Housing Authority ("**SFHA**") issued a Request for Qualifications for a developer to redevelop the Hunters View public housing site, which totaled 22.56-acres. In August 2005, SFHA selected the development team originally formed as Hunters View Community Partners, and now currently formed as Hunters View Associates, a California nonprofit public benefit corporation ("**Developer**"). Developer is comprised of the John Stewart Company ("**JSCo**"), Devine & Gong, Incorporated ("**DGI**"), and Hunters Point Affordable Housing, Inc., a California nonprofit public benefit corporation ("**HPAP**" or "**Subdivider**").

B. Hunters View is a public housing development owned by the San Francisco Housing Authority in the City and County of San Francisco, California, which originally consisted of 267 rental units and is undergoing a multiphase renovation to create a new viable mixed-finance project ("**Hunters View**"). In addition, Hunters View was the first project developed under the City and the SFHA under the City's HOPE SF Program ("**HOPE SF**"). HOPE SF is the nation's first large-scale community development and reparations initiative aimed at creating vibrant, inclusive, mixed-income communities without mass displacement of the original residents. The entire Hunters View development will consist of the demolition of the original 267 public housing apartment units on the property, and new construction of (a) 267 replacement public housing units, (b) up to an additional 533 mixed-income housing units, (c) off-street parking, new roadways, and sidewalks, (d) up to 6,500 square feet of neighborhood servicing retail space, and (d) up to 8,500 square feet of child care space, community parks, and landscaping.

C. Hunters View Phase 3 is 5.98-acres (260,489 square feet) (the "**Site**") within Hunters View. The Site is bordered to the south by residential homes on Innes Avenue, to the west by Middle Point Road, and to the north and east by PGE sites. Infrastructure improvements for Hunters View Phase 3 will support two new affordable buildings, Block 14 and Block 17 at the Site, as well as future market rate developments on Blocks 12, 13, 15, 16, and 18 adjacent to the Site. Blocks 14 and 17 will contain a total of 118 units of affordable housing, including 53 public housing replacement units. Block 14 and 17 will be situated on a new drive, currently named Hunters Point Drive. A garage entry to Block 14 will also be located on Hunters View Drive. No off-street parking will be provided at Block 17. The Site will also include a new 0.71-acre park, situated between Blocks 14 and 17.

D. In cooperation with SFHA and residents, MOHCD is leading the development and financing plan for the Site. In preparation for the development of new permanently affordable rental housing on the Site, MOHCD, SFPW and other City agencies are supporting subdivision actions for the Site. The Hunters View Phase 3 Final Subdivision Map (the “**Final Map**”) is anticipated to be reviewed by the San Francisco Board of Supervisors on May 11, 2021. Subdivider is a party to a Public Improvement Agreement with City (“**PIA**”) that will be approved and recorded concurrently with the Final Map. This MOA is an exhibit to the PIA and part of the PIA.

E. The Subdivision Map Act and the City’s 2015 Subdivision Regulations, Section 2.c require that security (performance bond or other acceptable security as provided in Section 66499 of the California Government Code) be posted at the time of Board of Supervisors’ approval of the Final Map to cover the cost of all required public improvements.

H. Subdivider is unable to provide a payment and performance bond until it has a contract with a general contractor (“**GC**”) to construct the Subdivider’s Obligations (as defined in the PIA) in late 2021. MOHCD and SFPW have agreed to the terms of this MOA in order to provide adequate security for City to approve the Final Map.

AGREEMENT

MOHCD and SFPW hereby agree as follows:

1. MOHCD Assurances. MOHCD has budgeted and allocated at least 20% of the costs of Subdivider’s Obligations, and will keep such funds allocated until Subdivider’s Obligations under the PIA are complete. If Subdivider fails to complete Subdivider’s Obligations or stops work on them and fails to cure after notice of default, MOHCD will terminate or modify the loan agreement with Subdivider that provides the funding for Subdivider’s Obligations, will keep such funds allocated to the Subdivider Obligations, and if needed, will transfer the remaining funds to the appropriate City department to complete the Subdivider’s Obligations.

2. Adequate Security. SFPW affirms that the provisions of this MOA provide assurances of security in accordance with California Government Code Section 66499(a)(3), and therefore it is acceptable security under California Government Code Section 66499(a)(5).

4. Term. This MOA shall be effective on the date that (a) it is fully executed, and (b) the PIA is effective. This MOA will terminate when (a) Subdivider posts the security specified in Section 3(a) of the PIA and (b) copies of such bonds are made part of the PIA. Such termination shall occur automatically, and there shall be no requirement to amend the PIA to reflect any change in security from this MOA to the bonds specified in Section 3(a) of the PIA. Once terminated, MOHCD and SFPW will cooperate to take any action reasonably necessary to remove this MOA as a lien or charge against the Site.

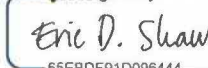
6. Authority; Amendments. Unless otherwise required, all matters requiring MOHCD’s approval shall be approved by the Director of MOHCD or his or her designee, and all matters requiring

SFPW's approval shall be approved by the Director of SFPW or his or her designee. This MOA may be amended or modified only by a writing signed by the Director of SFPW and the Director of MOHCD. No waiver by any party of any of the provisions of this MOA will be effective unless in writing and signed by an authorized representative, and only to the extent expressly provided in such waiver.

7. Applicable Laws. All actions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and federal laws.

IN WITNESS WHEREOF the Parties have caused this MOA to be executed by their duly appointed representatives this _____ day of _____ 2021.

Mayor's Office of Housing and Community Development


65EBDF91D006444
By: Eric D. Shaw
Its: Director
Date: 5/1/2021 | 3:35 PM PDT

San Francisco Public Works

By: Alaric Degrafinried
Its: Director
Date: _____

EXHIBIT D

Reserved

EXHIBIT E

List of Documents Required by the City in Order to Issue a Notice of Completion

1. Developer Request Letter for Determination of Completeness (“DOC”)
2. Contractor Substantial Completion Letter
3. Civil Engineer Completion Notice
4. Geotechnical Engineer Completion Letter
5. Landscape Architect Completion Notice
6. Construction Manager Completion Notice
7. City Final Punch-list Approval
8. Utility Conformance Letter
9. As-Built Plan Approval
10. Recorded Notice of Completion
11. Survey Monuments
12. Test Reports
13. Joint Trench Conduits Mandrel Test
14. Confirmation of removal of all Non-Compliance Reports (“NCR”)
15. Confirmation of all Change Orders/Instructional Bulletins
16. Confirmation from City that spare parts have been provided (as applicable)
17. Operation and Maintenance Manuals
18. Notice of Completion Recommendation from Public Works

EXHIBIT F

List of Documents Required by the City in Order to Make a Request for Acceptance

1. Developer Request for Acceptance Letter
2. Lien Notification to General Contractor and Subs
3. Utility Bill of Sale
4. 3rd Party Reimbursement Checks-Copies
5. Assignment of Warranties and Guaranties
6. License Agreements (as applicable)
7. Mechanic's Lien Guarantee
8. Modified Offers of Improvements (as applicable)
9. Updated Grant Deeds (as applicable)

EXHIBIT G

Form of Notice of Termination

RECORDING REQUESTED BY:

James M. Ryan
Acting City and County Surveyor
San Francisco Public Works
49 South Van Ness Avenue, STE 300
San Francisco, CA 94103-3795
Attn: 9TH Floor

WHEN RECORDED MAIL TO:

James M. Ryan
Acting City and County Surveyor
San Francisco Public Works
49 South Van Ness Avenue, STE 300
San Francisco, CA 94103-3795
Attn: 9TH Floor

Space Above This Line for Recorder's Use

**NOTICE OF TERMINATION AND RELEASE
OF
Public Improvement Agreement
(DOC-_____)**

[Insert Date]

NOTICE OF TERMINATION AND RELEASE
OF
Public Improvement Agreement
(DOC-_____)

Notice is hereby given that the Public Improvement Agreement dated _____ and recorded _____ (Document No. _____, Receipt No. _____, Reel _____ Image _____) is hereby TERMINATED and RELEASED as it pertains to the real property situated on Assessor's Block _____ Lot _____ commonly known as [insert street address] (AKA _____) between _____ Street and _____ Street in the City and County of San Francisco (the "City"), State of California, and more fully described in Exhibit "A" to this Notice of Termination and Release (hereinafter referred to as the "Property").

The Public Improvement Agreement ("Agreement") was recorded to provide notice to future owners of the Property that the Subdivider, as defined therein is subject to certain public improvement and maintenance obligations relating to Final Map No. 9677 filed in Book _____, Pages _____ through _____ of Maps, and recorded _____, 202_ in the Official Records of the City, as Document No. _____. Subdivider has completed the aforementioned public improvement obligations and satisfied the maintenance obligations per the Agreement as confirmed by the Director of Public Works based on _____. The Agreement is attached hereto as Exhibit "B".

The Agreement is hereby terminated.

Dated: _____ in San Francisco, California

OWNER

By: _____
[Note owner's signatures need to be notarized.]

APPROVED
San Francisco Public Works [or other affected Department]

By: _____
Director

APPROVED AS TO FORM
Dennis J. Herrera, City Attorney

By: _____
John Malamut
Deputy City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the City and County of San Francisco, State of California, and is described as follows:

[INSERT LEGAL DESCRIPTION]

Assessor's Lot ____; Block ____

EXHIBIT “B”

[ATTACH AGREEMENT]

**RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:**

City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attention: Director of Property

No fee for recording pursuant to Government
Code Section 27383

APN: Block 4624, Lot 32

(SPACE ABOVE THIS LINE IS FOR RECORDER USE)

OFFER OF IMPROVEMENTS

HV PARTNERS 3, LP, a California limited partnership ("**HV Partners 3**"), hereby irrevocably offers to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), and its successors and assigns, those certain public improvements located on Lots 8 and 9 constructed or installed by or on behalf of HV Partners 3 as more particularly described and depicted in Street Improvement Permit No. 21IE-00193 and as shown on **Exhibit A** attached hereto, excepting therefrom those portions of the facilities which are identified on the "As-built" drawings delivered to and on file with the City as joint trench private utilities, including, but not limited to, facilities to be owned by Comcast, PG&E, and AT&T.

The improvements are located on the real property in the City and County of San Francisco, State of California, as described on **Exhibit B**, attached hereto and made a part hereof.

With respect to this offer of improvements, it is understood and agreed that: (1) upon acceptance of this offer of improvements, the City shall own and be responsible for public facilities and improvements, subject to the maintenance obligation of fronting property owners or other permittees pursuant to the Public Works Code, including, but not limited to, Public Works Code Sections 706 and 786, and (ii) the City and its successors and assigns shall incur no liability or obligation whatsoever with respect to such offer of improvements, unless and until such offer has formally been accepted by the Director of Public Works or the Board of Supervisors and subject to any exception that may be provided in a separate instrument, such as a permit under Public Works Code Section 786, or other local law.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, assigns, and personal representatives of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 27th day of April, 2021.

(Signatures on following page)

GRANTOR:

HV PARTNERS 3, LP

By: HV HPAH Phase III
a California limited liability company

By: Hunters Point Affordable Housing, Inc.
a California nonprofit public benefit
corporation,
its sole member and manager

By: 
Regina Coleman, President

By: JSCo Hunters View 3 LLC
a California limited liability company

By: John Stewart Company
a California corporation,
its sole member and manager

By: _____
Jack D. Gardner, President & CEO

By: HV Kumaliza LLC
a California limited liability company

By: Devine & Gong, Inc.
a California corporation,
its sole member and manager

By: _____
Chan U Lee, President

HV PARTNERS 3, LP ACKNOWLEDGEMENT

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 April 26, 2021 before me, Linda Daggs
(here insert name and title of officer), personally appeared Regina Coleman,
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: Linda M Daggs

(seal)



GRANTOR:

HV PARTNERS 3, LP

By: HV HPAH Phase III
a California limited liability company

By: Hunters Point Affordable Housing, Inc.
a California nonprofit public benefit
corporation,
its sole member and manager

By: _____
Regina Coleman, President

By: JSCo Hunters View 3 LLC
a California limited liability company

By: John Stewart Company
a California corporation,
its sole member and manager

By: 
Jack D. Gardner, President & CEO

By: HV Kumaliza LLC
a California limited liability company

By: Devine & Gong, Inc.
a California corporation,
its sole member and manager

By: _____
Chan U Lee, President

HV PARTNERS 3, LP ACKNOWLEDGEMENT

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 April 27, 2021 before me, L. Marquez, "Notary Public"
(here insert name and title of officer), personally appeared Jack D. Gardner,
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.

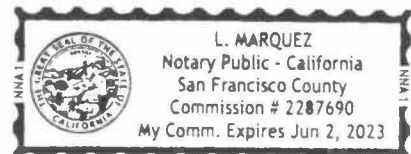
I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

L. Marquez

(seal)



GRANTOR:

HV PARTNERS 3, LP

By: HV HPAH Phase III
a California limited liability company

By: Hunters Point Affordable Housing, Inc.
a California nonprofit public benefit
corporation,
its sole member and manager

By: _____
Regina Coleman, President


By: JSCo Hunters View 3 LLC
a California limited liability company

By: John Stewart Company
a California corporation,
its sole member and manager

By: _____
Jack D. Gardner, President & CEO

By: HV Kumaliza LLC
a California limited liability company

By: Devine & Gong, Inc.
a California corporation,
its sole member and manager

By: 
Chan U Lee, President

HV PARTNERS 3, LP ACKNOWLEDGEMENT

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

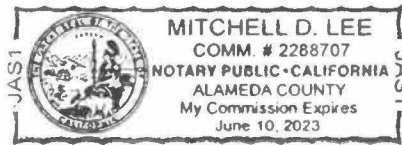
County of Alameda

On April 27 2021 before me, Mitchell D. Lee
(here insert name and title of officer), personally appeared Chau Lee
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: [Signature]



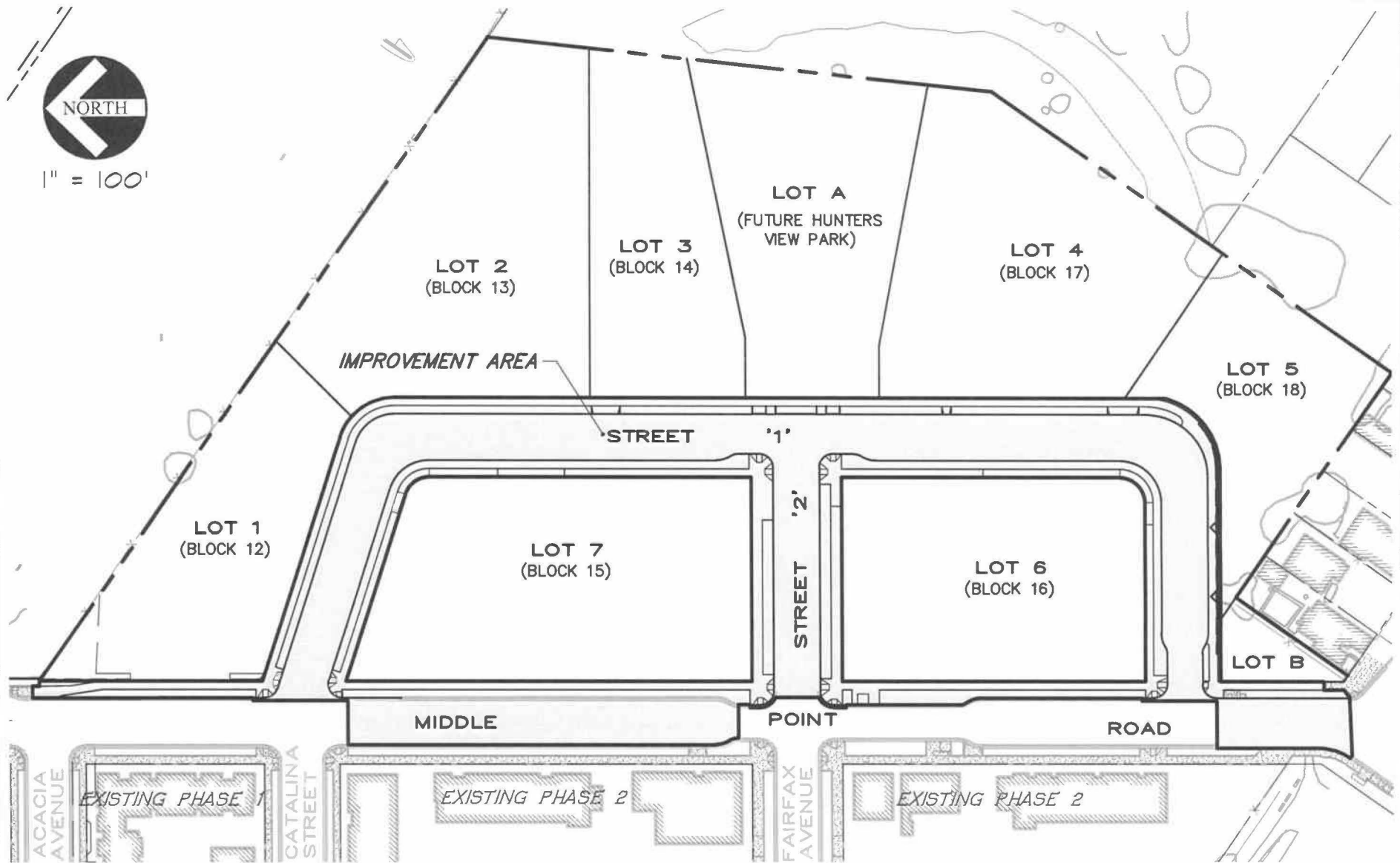
(seal)

EXHIBIT A

PLAT MAP



1" = 100'



CARLILE • MACY

CIVIL ENGINEERS • URBAN PLANNERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS

15 THIRD STREET, SANTA ROSA, CA 95401
TEL (707) 542-6451 FAX (707) 542-5212

EXHIBIT 'A'
PUBLIC IMPROVEMENTS
HUNTERS VIEW PH 3
SAN FRANCISCO, CALIFORNIA

MAY 2021

PROJECT No. 2007030.E1

SHEET 1 OF 1

EXHIBIT B

LEGAL DESCRIPTION

EXHIBIT 'B'

The land referred to herein is situated in the City and County of San Francisco, State of California, being describe as follows:

Lot 8 and Lot 9 as shown on that Final Map No. 9677, filed for record in the office of the Recorder of the County of San Francisco, State of California
on _____, 2021 in Book _____ of Survey Maps in Pages,
inclusive.

Assessors Block 4624, Lot 454 and Lot 453.


James Lee Smith
PLS 8185



5-27-2021
Date

END OF DESCRIPTION

**RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:**

City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attention: Director of Property

No fee for recording pursuant to Government
Code Section 27383

APN: Block 4624, Lot 32

(SPACE ABOVE THIS LINE IS FOR RECORDER USE)

OFFER OF DEDICATION

The HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate, and politic (the "**Housing Authority**"), being the fee title owner of record of the herein described property, hereby irrevocably offers to dedicate, in fee title, to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), and its successors and assigns, for street, sidewalk and right-of-way purposes, any and all right, title and interest in the real property situated in the City and County of San Francisco, State of California, as described in **Exhibit A** and shown on **Exhibit B** attached hereto and made a part hereof. The City acknowledges that such offer is subject to the final approval of the United States Department of Housing and Urban Development.

It is understood and agreed that the City, and its successors and assigns, shall incur no liability or obligation whatsoever with respect to such offer of dedication, and except as may be provided by separate instrument, shall not assume any responsibility for the offered parcels of land or any improvements thereon or therein, unless and until such offer has been accepted by appropriate action of the Board of Supervisors.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, assigns, and personal representatives of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 27th day of April, 2021.

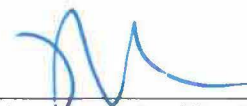
(Signatures on following page)

APPROVED AS TO FORM AND
LEGALITY:

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

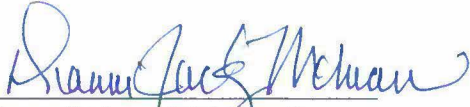
HOUSING AUTHORITY OF THE CITY
AND COUNTY OF SAN FRANCISCO
a public body, corporate and politic

By:



Germaine Tonia Lediju, PhD
Chief Executive Officer

APPROVED AS TO FORM AND
LEGALITY:

A handwritten signature in blue ink, reading "Dianne Jackson McLean", written over a horizontal line.

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

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

By: _____

Germaine Tonia Lediju, PhD
Chief Executive Officer

HOUSING AUTHORITY ACKNOWLEDGEMENT

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 April 27, 2021 before me, Linda Martin
(here insert name and title of officer), personally appeared Germaine Tunia Lediju,
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: Linda Martin

(seal)




EXHIBIT 'A'

The land referred to herein is situated in the City and County of San Francisco, State of California, being describe as follows:

Lot 8 and Lot 9 as shown on that Final Map No. 9677, filed for record in the office of the Recorder of the County of San Francisco, State of California

on _____, 2021 in Book _____ of Survey Maps in Pages, _____ inclusive.

Assessors Block 4624, Lot 454 and Lot 453.


James Lee Smith
PLS 8185



5-19-2021
Date

END OF DESCRIPTION

EXHIBIT B

PLAT MAP

**RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:**

City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attention: Director of Property

No fee for recording pursuant to Government
Code Section 27383

APN:

(SPACE ABOVE THIS LINE IS FOR RECORDER USE)

**OFFER OF DEDICATION
(Retaining Wall Access and Maintenance Easement)**

The HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate, and politic (the "**Housing Authority**"), being the fee title owner of record of certain real property as described in **Exhibit A** and shown on **Exhibit B** attached hereto and made a part hereof ("**Easement Area**"), hereby irrevocably offers to dedicate to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), and its successors and assigns, a non-exclusive easement over the Easement Area on the terms and conditions in the Easement Agreement attached as **Exhibit C** ("**Easement Agreement**"). The City acknowledges that such offer is subject to the final approval of the United States Department of Housing and Urban Development.

It is understood and agreed that the City, and its successors and assigns, shall incur no liability or obligation whatsoever with respect to such offer of dedication, and except as may be provided by separate instrument, shall not assume any responsibility for the Easement Area or any improvements thereon or therein, unless and until such offer has been accepted by appropriate action of the Board of Supervisors and the Easement Agreement is recorded in the Official Records of the City and County of San Francisco,

The provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, assigns, and personal representatives of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 23rd day of April, 2021.

(Signatures on following page)

APPROVED AS TO FORM AND
LEGALITY:

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

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

By:



Germaine Tonia Lediju, PhD
Chief Executive Officer

APPROVED AS TO FORM AND
LEGALITY:

A handwritten signature in blue ink, appearing to read "Dianne Jackson McLean", is written over a horizontal line.

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

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

By: _____
Germaine Tonia Lediju, PhD
Chief Executive Officer

HOUSING AUTHORITY ACKNOWLEDGEMENT

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 April 27, 2021 before me, Linda Martin
(here insert name and title of officer), personally appeared Germaine Tony Ledijr,
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: Linda Martin

(seal)

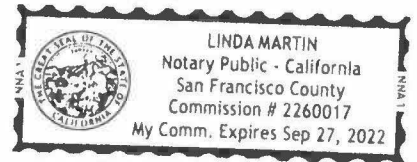


EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Francisco, and is described as follows:

EXHIBIT A
Retaining Wall Maintenance Access Easement
(over Lot B and 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, and a portion of Ingalls Street lying northeasterly of Innes Street as shown on said Final Map, being more particularly described as follows:

Commencing at the southeast corner of Lot 10, said point being the southerly terminus of a course being North 35°31'39" East, 356.36 feet as shown on said Final Map No. 5461; thence along the southerly line of said Lot 10, North 54°28'21" West, 193.49 feet to the Point of Beginning; thence from said Point of Beginning, continuing along said southerly line, North 54°28'21" West, 6.51 feet to the southeasterly line of Ingalls Street; thence along the southeasterly line of said Ingalls Street, South 35°31'39" West, 4.56 feet; thence leaving said southeasterly line of said Ingalls Street, North 89°29'16" West, 59.22 feet; thence North 0°30'44" East 15.00 feet; thence South 89°29'16" East, 155.00 feet; thence on a curve to the left having a radius of 53.50 feet, a central angle of 57°22'12", an arc distance of 53.57 feet; thence SOUTH, 22.57 feet; thence along a curve to the right, from a tangent that bears South 49°09'33" West, with a radius of 68.50 feet, a central angle of 41°21'11", an arc distance of 49.44 feet; thence North 89°29'16" West 87.84 feet to the Point of Beginning.

Containing 3,076 square feet more or less

See Exhibit B 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



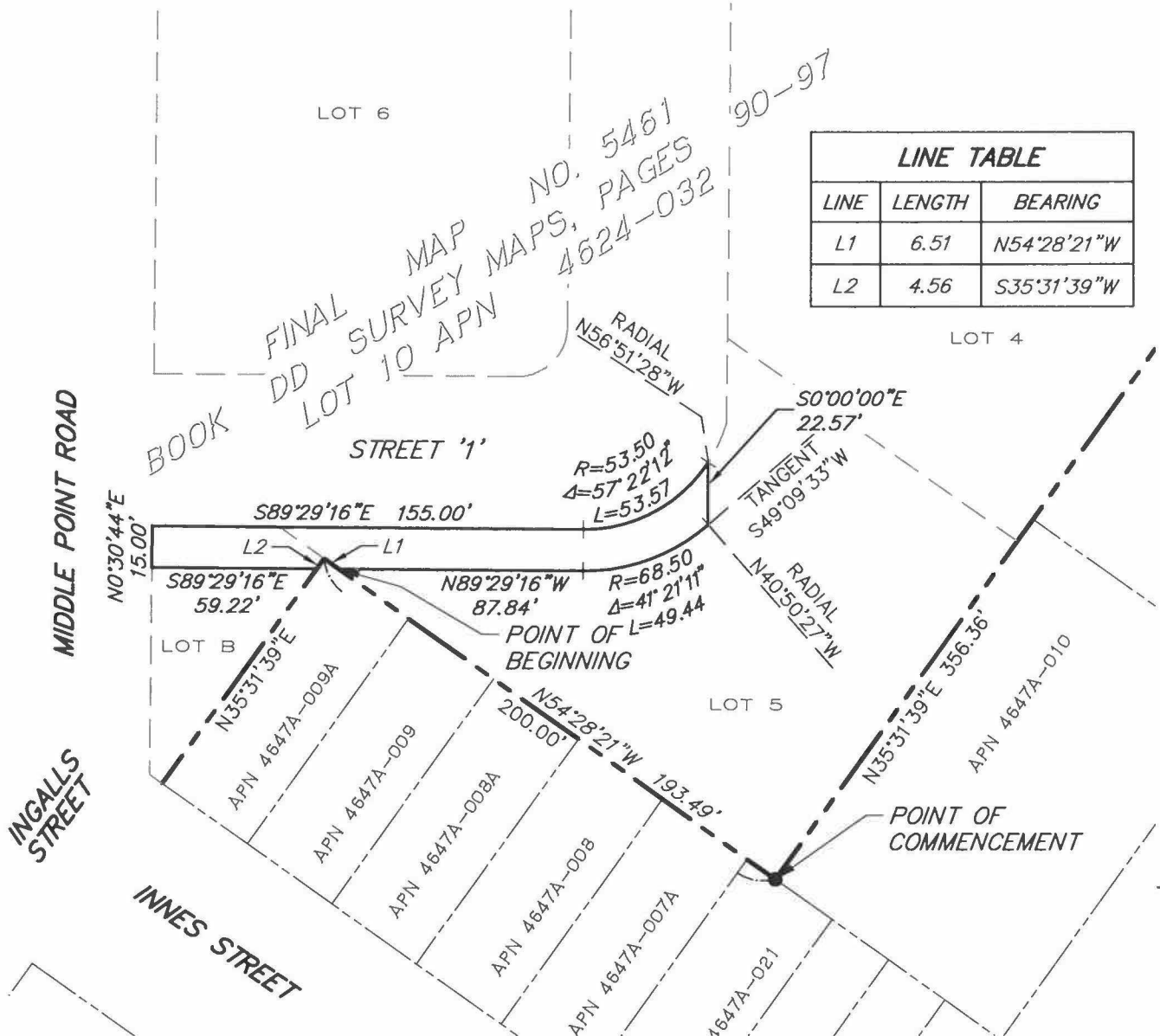
5-6-2021
Date

END OF DESCRIPTION

EXHIBIT B

PLAT MAP

EXHIBIT B



LINE TABLE		
LINE	LENGTH	BEARING
L1	6.51	N54°28'21"W
L2	4.56	S35°31'39"W

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 3,076 Sq. Ft.±	RETAINING WALL MAINTENANCE EASEMENT SAN FRANCISCO HOUSING AUTHORITY TO THE CITY OF SAN FRANCISCO		
			Scale: 1"=60' Date: 05/05/21		
A.P. No. 4624-032		CITY ACQUISITION DEED	DWN. PCR	APPROVED	FILE NO.
O.R. No.			CHK. JLS		R-
O.R. No.					

EXHIBIT C

FORM OF EASEMENT AGREEMENT

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:

[Space Above for Recorder's Use]

EASEMENT AGREEMENT

(Easement for Access to Maintain Retaining Wall)

(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 ingress, egress, and access, in, across, and through Grantor's certain real property which is located in San Francisco, California and described in attached Exhibit A and depicted in Exhibit B (the "**Easement Area**") in order to provide for repair, maintenance, and if necessary, reconstruction of a retaining wall supporting Street 1 immediately adjacent to the Easement Area (the "**Retaining Wall**"), 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 purpose of providing the City and its respective contractors and subcontractors (collectively, "**City's Agents**"), vehicles and equipment: (a) access in, across, and through the Easement Area to provide for repair, maintenance, and reconstruction of the Retaining Wall, and (b) to place temporary facilities and equipment on the Easement Area when needed in connection with any work on the Retaining Wall (provided that City's Agents will maintain any temporary facilities and equipment only so long as needed to address perform the work).

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 the Easement, subject to the conditions below.

a. 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 the Easement.

b. Maintenance and Repair. Except as set forth in Sections 1 and 3 , 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.

c. Shrubs and Trees. Grantor may not plant shrubs or trees in the Easement Area.

d. Fences and Gates. In the event that Grantor elects to construct and maintain fences within or surrounding the Easement Area, Grantor shall provide for City’s immediate right of access to the Easement Area without prior notice or authorization to Grantor.

e. Other Structures. Except as set forth in Section 2(d) above, Grantor may not install any surface structures that could impede access within the Easement Area without the prior written consent of City’s Public Works Director.

f. 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.

3. City’s Use of the Easement.

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

b. In undertaking work on the Retaining Wall, City shall use reasonable efforts to (i) complete all activities in an expeditious and diligent manner; and (ii) minimize disruption to Grantor’s use of the Easement Area. 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, 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. Upon completion of any work within or around the Easement Area, City shall, at its cost, backfill the excavation and restore the surface in accordance with the terms of this Section. Where the disturbed surface area is paved, City shall restore the area with three-inch (3”) thick asphalt concrete over eight-inch thick (8”) Portland cement concrete or its cost equivalent. Where the disturbed surface area is not paved, City shall restore the area with native backfill. Except as provided above, City shall not be liable for damage to, or required to restore, any other improvements or vegetation within the Easement Area. In a non-emergency, City shall provide a

minimum of ten (10) business days' notice to Grantor to remove such improvements prior to City commencing work within the Easement Area.

d. 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 3(d) shall survive the expiration and termination of this Easement.

4. 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.

5. 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, 11 th Floor Oakland, California 94612 Attention: Dianne Jackson McLean, Esq.
----------------	--

If to City, to:	Attn: Director of Property San Francisco Real Estate Division 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

6. 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.

7. 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.

8. 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 the Retaining Wall and surrounding improvements. 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 improvements 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: Germaine Tonia Lediju, PhD
Title: Chief Executive Officer

**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: _____
Andrico Q. Penick
Director of Property

RECOMMENDED:

By: _____
Alaric Degrafinried
Acting Director
San Francisco Public Works

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

DESCRIPTION CHECKED/APPROVED:

By: _____

By: _____
Shari Geller Diamant
Deputy City Attorney

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)

Exhibit A

LEGAL DESCRIPTION OF EASEMENT AREA

[As Attached]

Exhibit B

DEPICTION OF EASEMENT AREA

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: _____
Andrico Q. Penick
Director of Property

**RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:**

City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attention: Director of Property

No fee for recording pursuant to Government
Code Section 27383

APN:

(SPACE ABOVE THIS LINE IS FOR RECORDER USE)

**OFFER OF DEDICATION
(Emergency Vehicle Access Easement)**

The HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate, and politic (the “**Housing Authority**”), being the fee title owner of record of certain real property as described in **Exhibits A-1 through A-4** and shown on **Exhibits B-1 through B-4** attached hereto and made a part hereof (collectively, the “**Easement Area**”), hereby irrevocably offers to dedicate to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the “**City**”), and its successors and assigns, a non-exclusive easement over the Easement Area on the terms and conditions in the Easement Agreement attached as **Exhibit C (“Easement Agreement”)**. The City acknowledges that such offer is subject to the final approval of the United States Department of Housing and Urban Development.

It is understood and agreed that the City, and its successors and assigns, shall incur no liability or obligation whatsoever with respect to such offer of dedication, and except as may be provided by separate instrument, shall not assume any responsibility for the Easement Area or any improvements thereon or therein, unless and until such offer has been accepted by appropriate action of the Board of Supervisors and the Easement Agreement is recorded in the Official Records of the City and County of San Francisco.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, assigns, and personal representatives of the respective parties hereto.


IN WITNESS WHEREOF, the undersigned has executed this instrument this 27th day of April, 2021.

(Signatures on following page)

APPROVED AS TO FORM AND
LEGALITY:

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

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

By: _____
Germaine Tonia Lediju, PhD
Chief Executive Officer

APPROVED AS TO FORM AND
LEGALITY:

A handwritten signature in blue ink, appearing to read "Dianne Jackson McLean", written over a horizontal line.

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

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

By: _____
Germaine Tonia Lediju, PhD
Chief Executive Officer

HOUSING AUTHORITY ACKNOWLEDGEMENT

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 April 27, 2021 before me, Linda Martin
(here insert name and title of officer), personally appeared Germaine Tonia Ledyu,
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

[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 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 B² 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 B³ 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^u 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

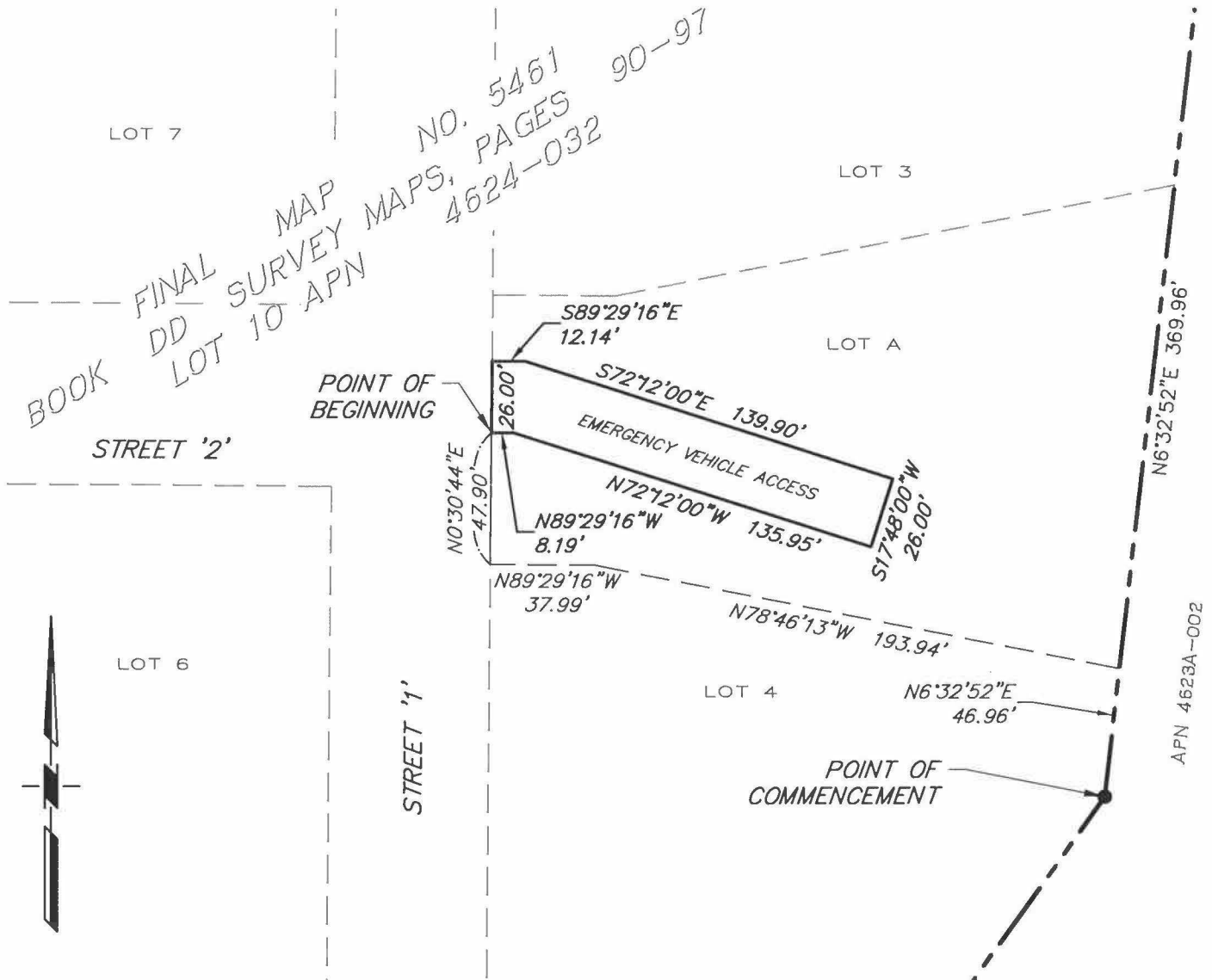
END OF DESCRIPTION

EXHIBITS B-1 THROUGH B-4

PLAT MAPS

[As Attached]

EXHIBIT B-1

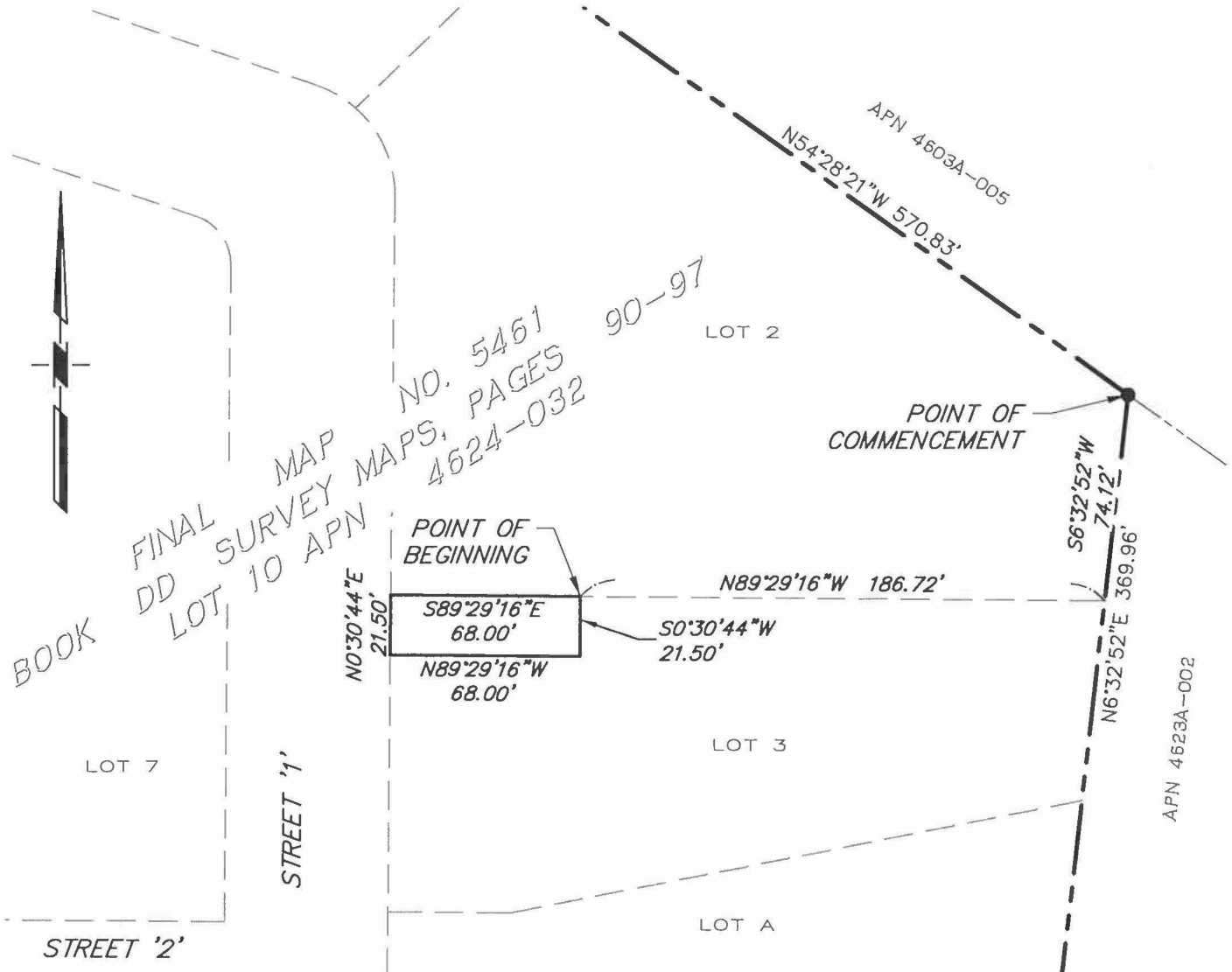


THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY, ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE DEED DESCRIPTION

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		Scale: 1"=60'		Date: 05/05/21
O.R. No.	CITY ACQUISITION DEED	DWN. PCR	APPROVED	FILE NO.
O.R. No.	O.R.	CHK. JLS		R-

EXHIBIT B-2

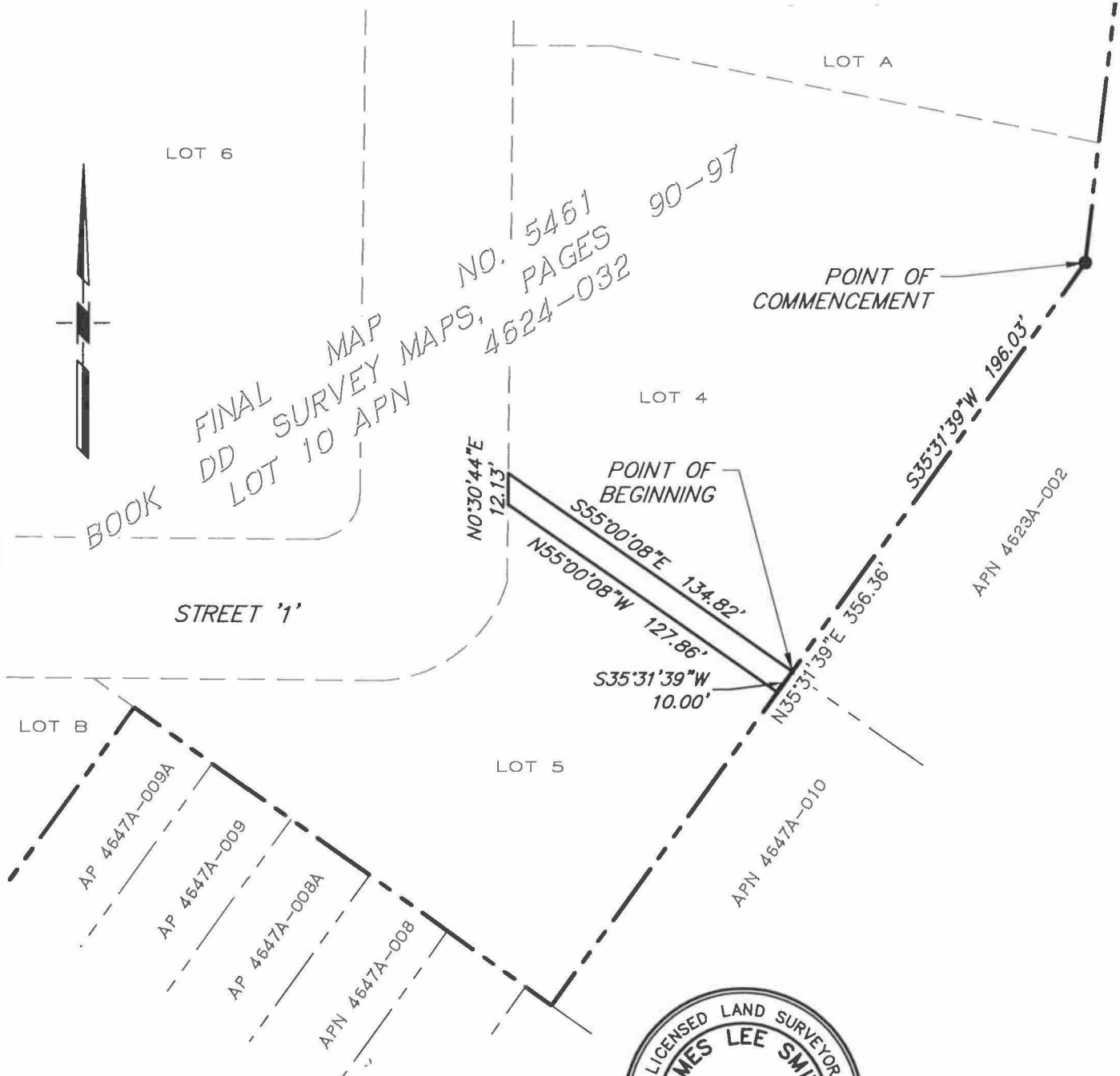


THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY, ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE DEED DESCRIPTION

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 1,462 Sq. Ft.±	EMERGENCY VEHICLE ACCESS EASEMENT SAN FRANCISCO HOUSING AUTHORITY TO THE CITY OF SAN FRANCISCO		
		Scale: 1"=60' Date: 05/05/21		
A.P. No. 4624-032	CITY ACQUISITION DEED	OWN. PCR CHK. JLS	APPROVED	FILE NO. R-
O.R. No.				
O.R. No.	O.R.			

EXHIBIT B-3



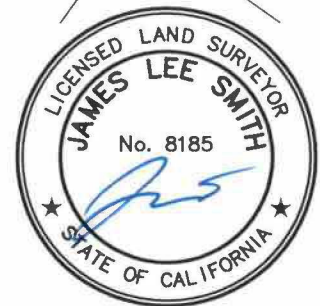
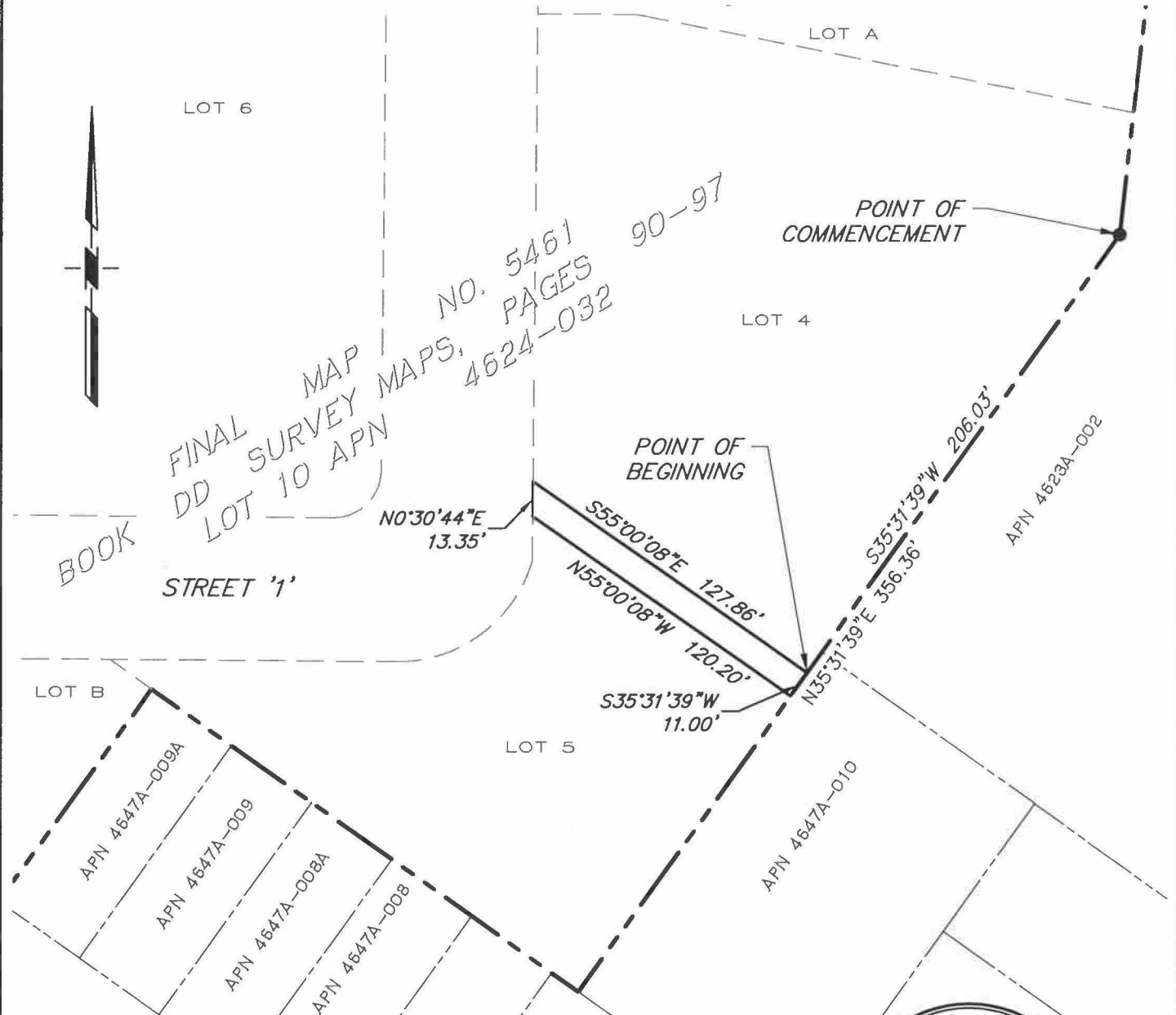
THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY, ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE DEED DESCRIPTION

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 1,313 Sq. Ft.±	EMERGENCY VEHICLE ACCESS EASEMENT SAN FRANCISCO HOUSING AUTHORITY TO THE CITY OF SAN FRANCISCO		
		Scale: 1"=60'	Date: 05/05/21	
A.P. No. 4624-032	CITY ACQUISITION DEED	DWN. PCR	APPROVED	FILE NO.
O.R. No.		CHK. JLS		
O.R. No.	O.R.			R-

EXHIBIT B-4



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 1,364 Sq. Ft.±	EMERGENCY VEHICLE ACCESS EASEMENT SAN FRANCISCO HOUSING AUTHORITY TO THE CITY OF SAN FRANCISCO		
		CITY ACQUISITION DEED	Scale: 1"=60'	Date: 05/05/21	
A.P. No. 4624-032			DWN. PCR	APPROVED	FILE NO.
O.R. No.			CHK. JLS		R-
O.R. No.					

EXHIBIT C

FORM OF EASEMENT AGREEMENT

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:

[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, 11 th 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: Germaine Tonia Lediju, PhD
Title: Chief Executive Officer

**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: _____
Andrico Q. Penick
Director of Property

RECOMMENDED:

By: _____
Alaric Degrafinried
Acting Director
San Francisco Public Works

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

DESCRIPTION CHECKED/APPROVED:

By: _____

By: _____
Shari Geller Diamant
Deputy City Attorney

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]

Exhibits B-1 through B-4

DEPICTION OF EASEMENT AREA

[As Attached]

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: _____
Andrico Q. Penick
Director of Property

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:

[Space Above for Recorder's Use]

EASEMENT AGREEMENT

(Easement for Access to Maintain Retaining Wall)

(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 ingress, egress, and access, in, across, and through Grantor's certain real property which is located in San Francisco, California and described in attached Exhibit A and depicted in Exhibit B (the "**Easement Area**") in order to provide for repair, maintenance, and if necessary, reconstruction of a retaining wall supporting Street 1 immediately adjacent to the Easement Area (the "**Retaining Wall**"), 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 purpose of providing the City and its respective contractors and subcontractors (collectively, "**City's Agents**"), vehicles and equipment: (a) access in, across, and through the Easement Area to provide for repair, maintenance, and reconstruction of the Retaining Wall, and (b) to place temporary facilities and equipment on the Easement Area when needed in connection with any work on the Retaining Wall (provided that City's Agents will maintain any temporary facilities and equipment only so long as needed to address perform the work).

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 the Easement, subject to the conditions below.

a. 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 the Easement.

b. Maintenance and Repair. Except as set forth in Sections 1 and 3, 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.

c. Shrubs and Trees. Grantor may not plant shrubs or trees in the Easement Area.

d. Fences and Gates. In the event that Grantor elects to construct and maintain fences within or surrounding the Easement Area, Grantor shall provide for City's immediate right of access to the Easement Area without prior notice or authorization to Grantor.

e. Other Structures. Except as set forth in Section 2(d) above, Grantor may not install any surface structures that could impede access within the Easement Area without the prior written consent of City's Public Works Director.

f. 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.

3. City's Use of the Easement.

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

b. In undertaking work on the Retaining Wall, City shall use reasonable efforts to (i) complete all activities in an expeditious and diligent manner; and (ii) minimize disruption to Grantor's use of the Easement Area. 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, 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. Upon completion of any work within or around the Easement Area, City shall, at its cost, backfill the excavation and restore the surface in accordance with the terms of this Section. Where the disturbed surface area is paved, City shall restore the area with three-inch (3") thick asphalt concrete over eight-inch thick (8") Portland cement concrete or its cost equivalent. Where the disturbed surface area is not paved, City shall restore the area with native backfill. Except as provided above, City shall not be liable for damage to, or required to restore, any other improvements or vegetation within the Easement Area. In a non-emergency, City shall provide a minimum of ten (10) business days' notice to Grantor to remove such improvements prior to City commencing work within the Easement Area.

d. 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 3(d) shall survive the expiration and termination of this Easement.

4. 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.

5. 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, 11 th Floor Oakland, California 94612 Attention: Dianne Jackson McLean, Esq.
----------------	--

If to City, to:	Attn: Director of Property San Francisco Real Estate Division 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
-----------------	--

6. 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.

7. 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.

8. 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 the Retaining Wall and surrounding improvements. 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 improvements 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 27th day of April, 2021.

GRANTOR:

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

By: _____

Name: Germaine Tonia Lediju, PhD

Title: Chief Executive Officer

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: _____

Andrico Q. Penick
Director of Property

RECOMMENDED:

By: _____

Alaric Degrafinried
Acting Director
San Francisco Public Works

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

DESCRIPTION CHECKED/APPROVED:

By: _____

By: _____

Shari Geller Diamant
Deputy City Attorney

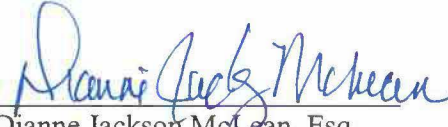
Executed as of this 26th day of April, 2021.

GRANTOR:

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

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

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: _____
Andrico Q. Penick
Director of Property

RECOMMENDED:

By: _____
Alaric Degrafinried
Acting Director
San Francisco Public Works

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

DESCRIPTION CHECKED/APPROVED:

By: _____

By: _____
Shari Geller Diamant
Deputy City Attorney

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 April 27, 2021, before me, Linda Martin, a notary public in and for said State, personally appeared Germaine Tonia Ledyu, 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 OF EASEMENT AREA

[As Attached]

EXHIBIT A
Retaining Wall Maintenance Access Easement
(over Lot B and 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, and a portion of Ingalls Street lying northeasterly of Innes Street as shown on said Final Map, being more particularly described as follows:

Commencing at the southeast corner of Lot 10, said point being the southerly terminus of a course being North 35°31'39" East, 356.36 feet as shown on said Final Map No. 5461; thence along the southerly line of said Lot 10, North 54°28'21" West, 193.49 feet to the Point of Beginning; thence from said Point of Beginning, continuing along said southerly line, North 54°28'21" West, 6.51 feet to the southeasterly line of Ingalls Street; thence along the southeasterly line of said Ingalls Street, South 35°31'39" West, 4.56 feet; thence leaving said southeasterly line of said Ingalls Street, North 89°29'16" West, 59.22 feet; thence North 0°30'44" East 15.00 feet; thence South 89°29'16" East, 155.00 feet; thence on a curve to the left having a radius of 53.50 feet, a central angle of 57°22'12", an arc distance of 53.57 feet; thence SOUTH, 22.57 feet; thence along a curve to the right, from a tangent that bears South 49°09'33" West, with a radius of 68.50 feet, a central angle of 41°21'11", an arc distance of 49.44 feet; thence North 89°29'16" West 87.84 feet to the Point of Beginning.

Containing 3,076 square feet more or less

See Exhibit B 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



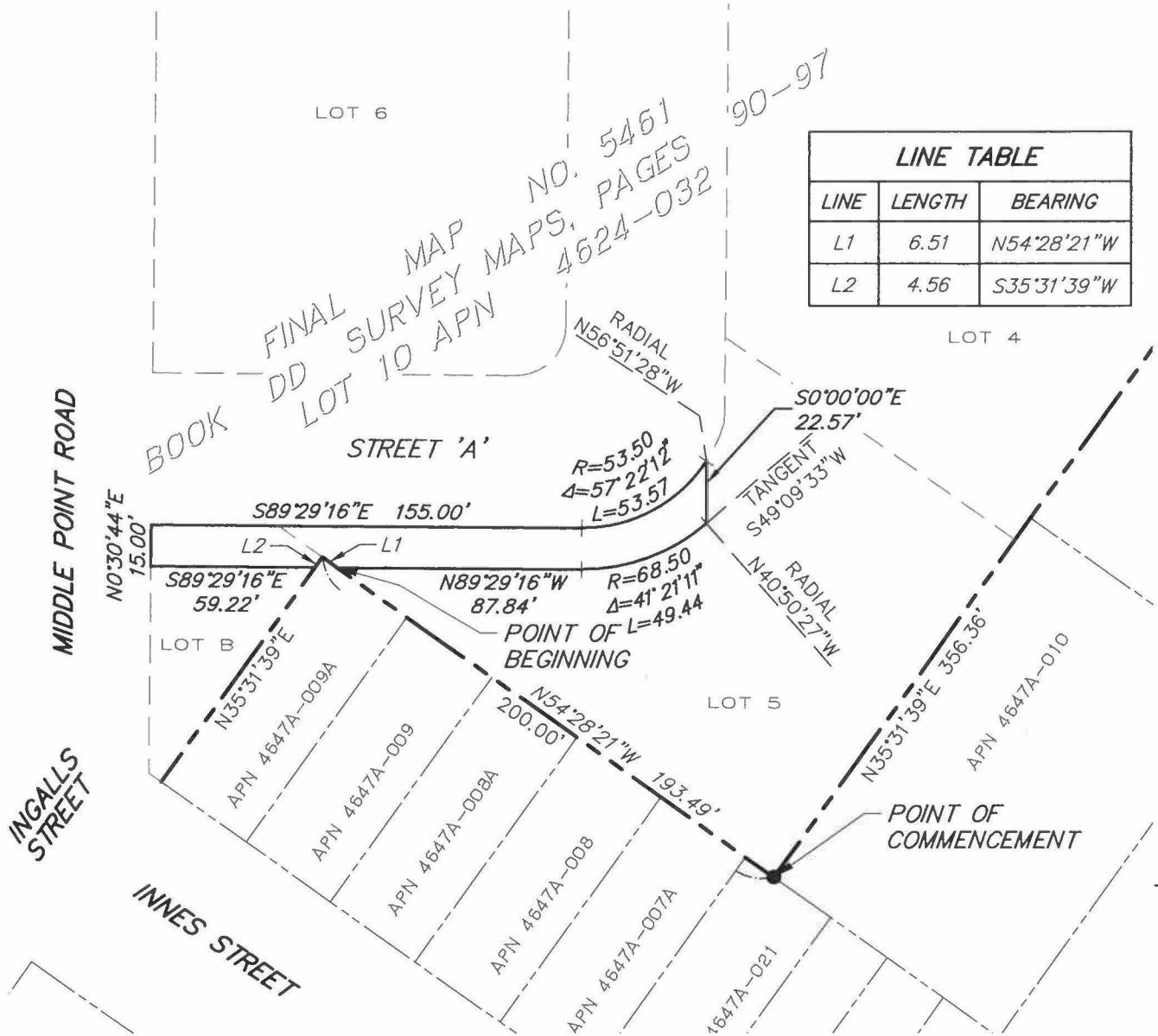
5-6-2021
Date

END OF DESCRIPTION

Exhibit B

DEPICTION OF EASEMENT AREA

EXHIBIT B



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 3,076 Sq. Ft.±	RETAINING WALL MAINTENANCE EASEMENT SAN FRANCISCO HOUSING AUTHORITY TO THE CITY OF SAN FRANCISCO		
	CITY ACQUISITION DEED	Scale: 1"=60' Date: 05/05/21		
A.P. No. 4624-032	O.R. No.	DWN. PCR	APPROVED	FILE NO.
O.R. No.	O.R.	CHK. JLS		R-

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: _____
Andrico Q. Penick
Director of Property

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:

[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 27th day of April, 2021.

GRANTOR:

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

By: _____

Name: Germaine Tonia Lediju, PhD
Title: Chief Executive Officer

**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: _____

Andrico Q. Penick
Director of Property

RECOMMENDED:

By: _____

Alaric Degrafinried
Acting Director
San Francisco Public Works

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

DESCRIPTION CHECKED/APPROVED:

By: _____

By: _____

Shari Geller Diamant
Deputy City Attorney

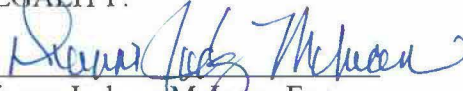
Executed as of this 26th day of April, 2021.

GRANTOR:

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

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

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: _____
Andrico Q. Penick
Director of Property

RECOMMENDED:

By: _____
Alaric Degrafinried
Acting Director
San Francisco Public Works

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

DESCRIPTION CHECKED/APPROVED:

By: _____

By: _____
Shari Geller Diamant
Deputy City Attorney

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 April 27, 2021, before me, Linda Martin, a notary public in and for said State, personally appeared Germaine Tonin Lediw, 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

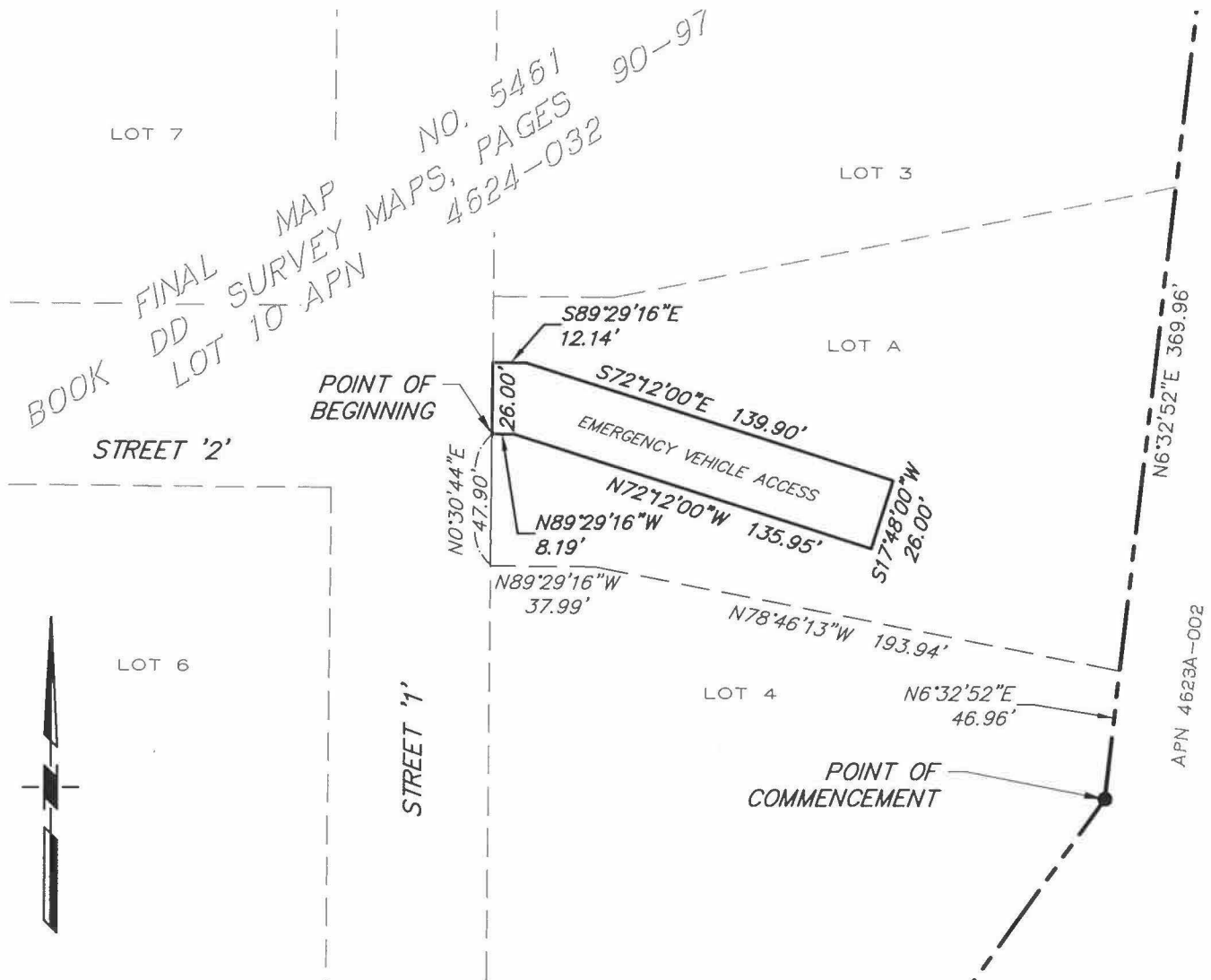
END OF DESCRIPTION

Exhibits B-1 through B-4

DEPICTION OF EASEMENT AREA

[As Attached]

EXHIBIT B-1



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		Scale: 1"=60'	Date: 05/05/21	
O.R. No.	CITY ACQUISITION DEED	DWN. PCR	APPROVED	FILE NO.
O.R. No.	O.R.	CHK. JLS		R-

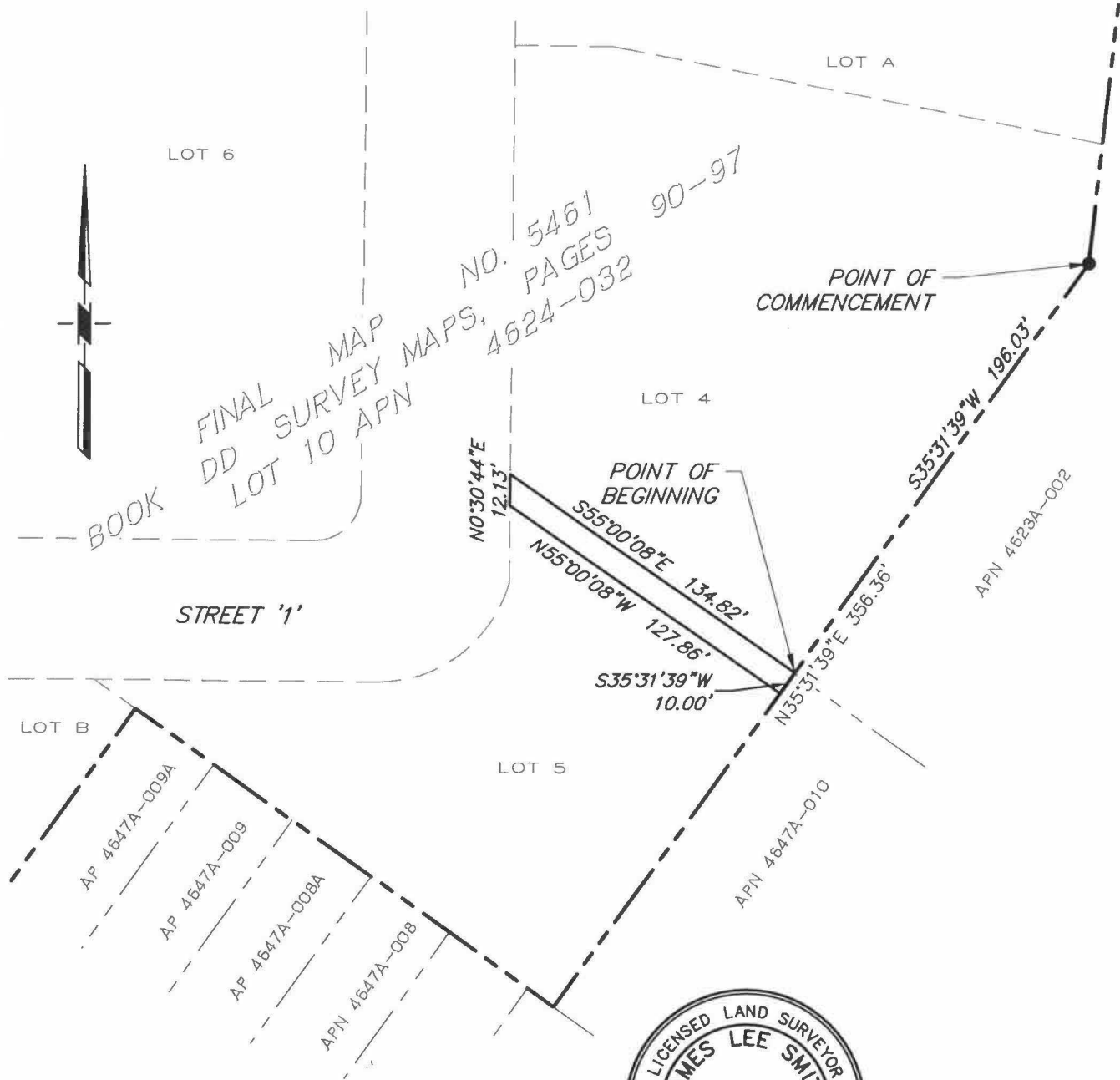
[AutoCAD file name: 07030-PH3-ESMT-RSHT-EVA Lot 3.dwg] [Xref files: 07030-BNDY-PH3; 07030-PH3-HC]



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		Scale: 1"=60'		Date: 05/05/21
O.R. No. _____	CITY ACQUISITION DEED	DWN. PCR	APPROVED	FILE NO.
O.R. No. _____	O.R. _____	CHK. JLS		R-

EXHIBIT B-3



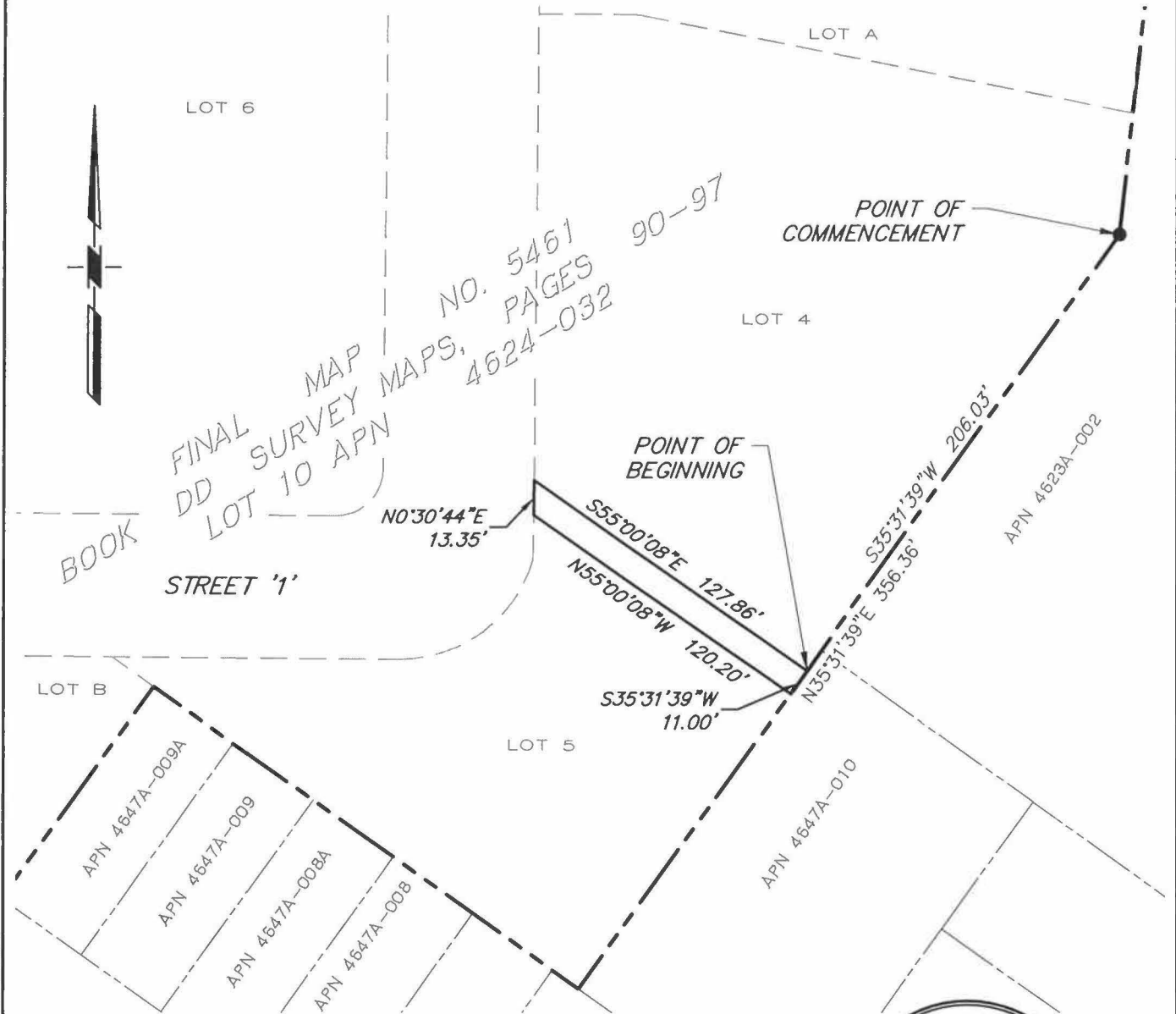
THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY, ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE DEED DESCRIPTION

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 1,313 Sq. Ft.±	EMERGENCY VEHICLE ACCESS EASEMENT SAN FRANCISCO HOUSING AUTHORITY TO THE CITY OF SAN FRANCISCO	
			Scale: 1"=60'	Date: 05/05/21
A.P. No. 4624-032		CITY ACQUISITION DEED	DWN. PCR CHK. JLS	APPROVED
O.R. No.				
O.R. No.		O.R.		FILE NO. R-

EXHIBIT B-4



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 <u>1,364 Sq. Ft.±</u>	EMERGENCY VEHICLE ACCESS EASEMENT SAN FRANCISCO HOUSING AUTHORITY TO THE CITY OF SAN FRANCISCO	
A.P. No. <u>4624-032</u>		Scale: 1"=60'	Date: 05/05/21
O.R. No. _____	CITY ACQUISITION DEED	DWN. PCR	APPROVED
O.R. No. _____	O.R. _____	CHK. JLS	FILE NO. R-

[AutoCAD file name: 07030-PH3-ESMT-RSMT-EVA Lot 5.dwg] [Xref file: 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: _____
Andrico Q. Penick
Director of Property

**RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:**

City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attention: Director of Property

No fee for recording pursuant to Government
Code Section 27383

APN: Block 4624, Lot 32

(SPACE ABOVE THIS LINE IS FOR RECORDER USE)

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate, and politic ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**Grantee**"), all right, fee title, and interest in the real property situated in the City and County of San Francisco, State of California, described in **Exhibit A** attached hereto and made a part hereof.

This Grant Deed is provided in connection with, and for the purpose of evidencing the acceptance by Grantee of that certain Offer of Dedication dated April 27, 2021, which was recorded on _____ as Document No. _____ in the Official Records of the City and County of San Francisco ("**Offer**"). Upon Grantee's acceptance of this Grant Deed Grantor's obligation as to the Offer is satisfied in all respects.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 27th day of April, 2021.

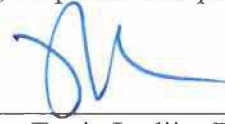
(Signatures on following page)

APPROVED AS TO FORM AND
LEGALITY:

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

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

By:



Germaine Tonia Lediju, PhD
Chief Executive Officer

APPROVED AS TO FORM AND
LEGALITY:

A handwritten signature in blue ink, appearing to read "Dianne Jackson McLean", written over a horizontal line.

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

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

By: _____

Germaine Tonia Lediju, PhD
Chief Executive Officer

HOUSING AUTHORITY ACKNOWLEDGEMENT

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

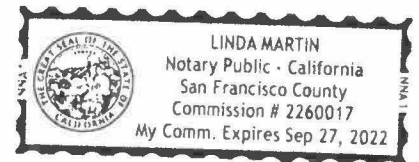
On April 27, 2021 before me, Linda Martin
(here insert name and title of officer), personally appeared Germaine Tonia Lediuv,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed 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: Ld Martin

(seal)



CERTIFICATE OF ACCEPTANCE

As required under Government Code Section 27281, this is to certify that the interest in real property conveyed by the Grant Deed dated _____, from the HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“Grantee”), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to the authority conferred by order of its Board of Supervisors’ Ordinance No. _____, adopted on _____, and Grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunder set my hand this ____ day of _____.

APPROVED AS TO FORM:

Dennis J. Herrera
City Attorney

CITY AND COUNTY OF SAN
FRANCISCO
a municipal corporation

By: _____
Shari Geller Diamant
Deputy City Attorney

By: _____
Andrico Q. Penick
Director of Property

APPROVED LEGAL DESCRIPTIONS

By: _____
James Ryan
Acting City and County Surveyor

CITY ACKNOWLEDGEMENT

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 _____

On _____ before me, _____,
(here insert name and title of officer), 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'

The land referred to herein is situated in the City and County of San Francisco, State of California, being describe as follows:

Lot 8 and Lot 9 as shown on that Final Map No. 9677, filed for record in the office of the Recorder of the County of San Francisco, State of California

on _____, 2021 in Book _____ of Survey Maps in Pages, _____ inclusive.

Assessors Block 4624, Lot 454 and Lot 453.


James Lee Smith
PLS 8185



5-19-2021
Date

END OF DESCRIPTION



TAX CERTIFICATE

I, David Augustine, Tax Collector of the City and County of San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that according to the records of my office regarding the subdivision identified below:

There are no liens for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.

The City and County property taxes and special assessments which are a lien, but not yet due, including estimated taxes, have been paid.

Block: **4624**

Lot: **032**

Address: **201 WEST POINT RD**

A handwritten signature in black ink, appearing to read "David Augustine".

David Augustine, Tax Collector

Dated **July 09, 2021** this certificate is valid for the earlier of 60 days from **July 09, 2021** or **December 31, 2021**. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at tax.certificate@sfgov.org to obtain another certificate.

APPROVALS

THIS MAP IS APPROVED THIS _____ DAY OF _____, 20____ BY
ORDER NO. _____

BY: _____ DATE: _____

ALARIC DEGRAFINRIED
ACTING DIRECTOR OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

APPROVED AS TO A FORM

DENNIS J. HERRERA, CITY ATTORNEY

BY: _____
DEPUTY CITY ATTORNEY
CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS APPROVAL

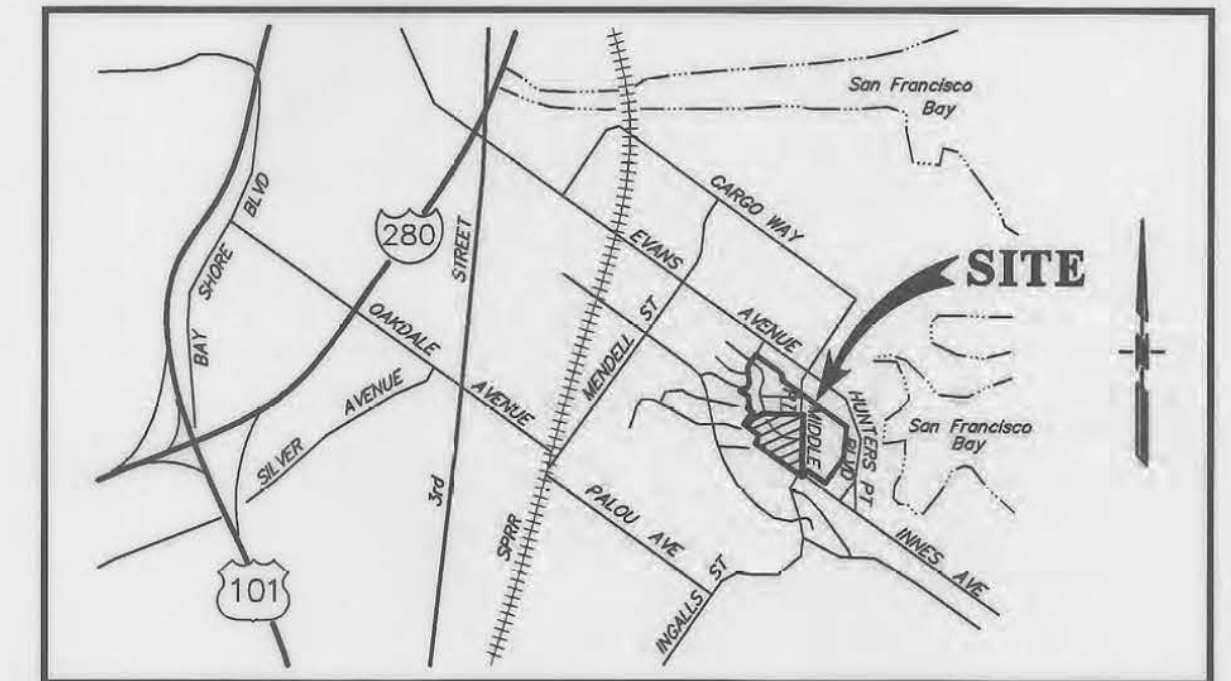
ON _____, 20____ THE BOARD OF SUPERVISOR'S OF THE CITY AND COUNTY OF
SAN FRANCISCO, STATE OF CALIFORNIA APPROVED AND PASSED MOTION NO. _____
A COPY OF WHICH IS ON FILE IN THE OFFICE OF THE BOARD
OF SUPERVISOR'S IN FILE NO. _____

CERTIFICATE OF PUBLIC IMPROVEMENT AGREEMENT

THIS CERTIFICATE EVIDENCES THAT A PUBLIC IMPROVEMENT AGREEMENT HAS BEEN
EXECUTED ON THE _____ DAY OF _____ BY AND BETWEEN THE
HUNTERS POINT AFFORDABLE HOUSING INC., A CALIFORNIA NONPROFIT PUBLIC BENEFIT
CORPORATION AND THE CITY AND COUNTY OF SAN FRANCISCO

BY: _____ DATE: May 25, 2021

ALARIC DEGRAFINRIED
ACTING DIRECTOR OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO



VICINITY MAP

NTS

NOTES

1. THE HUNTERS VIEW PHASE 3 PROJECT IS SUBJECT TO NUMEROUS APPROVED DOCUMENTS AS NOTED BELOW AND COMPLIANCE THEREWITH:
 - a. RESTRICTIONS AND RIGHTS DEFINED IN THE DESIGN FOR DEVELOPMENT DOCUMENT DATED MAY 29, 2008 AND ANY SUBSEQUENT AMENDMENTS THEREOF.
 - b. "DECLARATION OF TRUST" RECORDED NOVEMBER 01, 1955 AS INSTRUMENT NUMBER 1955-C28806 IN REEL 6727, IMAGE 27, RECORDER'S SERIAL NUMBER 1955-E28806 OF OFFICIAL RECORDS.
 - c. "DECLARATION OF TRUST (GRANT PROJECTS), RECORDED JANUARY 24, 1989 AS INSTRUMENT NO 1989-E312299, REEL E791, IMAGE 1595, OF OFFICIAL RECORDS.
 - d. MATTERS CONTAINED IN THE REDEVELOPMENT PLAN FOR THE BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT ARE RECORDED JUNE 23, 2006 AS INSTRUMENT NO 2006-I 199495, REEL J168, IMAGE 0795, OFFICIAL RECORDS.
 - e. MATTERS CONTAINED IN THE DECLARATION OF RESTRICTIONS BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT ARE RECORDED JUNE 23, 2006 AS INSTRUMENT NO 2006-I 199500, REEL J168, IMAGE 0800, OFFICIAL RECORDS.
 - f. "DECLARATION OF TRUST (PUBLIC HOUSING MODERNIZATION GRANT PROJECTS) RECORDED MARCH 19, 2007 AS INSTRUMENT NO. 2007-I354630, REEL J350, IMAGE 237, OF OFFICIAL RECORDS.
 - g. MATTERS CONTAINED IN THE AMENDED DEVELOPMENT PLAN FOR THE BAYVIEW HUNTERS POINT REDEVELOPMENT AREA, RECORDED NOVEMBER 18, 2010 AS INSTRUMENT NO. 2010-J083655, REEL K273, IMAGE 0422, OF OFFICIAL RECORDS.
 - h. MATTERS CONTAINED IN THE MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR HUNTERS VIEW PLANNED DEVELOPMENT, RECORDED JULY 29, 2011 AS INSTRUMENT NO. 2011-J229666, REEL K449, IMAGE 268, OF OFFICIAL RECORDS.
*MODIFIED JUNE 30, 2015, AS INSTRUMENT NO. 2015-K084260, IN OFFICIAL RECORDS.
 - i. MATTERS CONTAINED IN THE AMENDED REDEVELOPMENT PLAN FOR THE BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT ARE RECORDED OCTOBER 23, 2018 AS INSTRUMENT NO 2018-K685939 OF OFFICIAL RECORDS.
2. ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

FINAL MAP NO. 9677

A 9 LOT SUBDIVISION AND 310 UNIT, MIXED USE RESIDENTIAL AND 1 COMMERCIAL CONDOMINIUM PROJECT WITHIN 7 BUILDABLE LOTS AND A RE-SUBDIVISION OF LOT 10 FINAL MAP NO. 5461, FILED FOR RECORD IN BOOK DD OF SURVEY MAPS, AT PAGES 90-97, OFFICE OF THE COUNTY RECORDER

6.12 ACRES
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

CARLILE • MACY

CIVIL ENGINEERS • URBAN PLANNERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS

15 THIRD STREET, SANTA ROSA, CA 95401
Tel (707) 542-6451 Fax (707) 542-5212

MAY 2021

SHEET 2 OF 5 SHEETS

A.B. 4624-032, 4624-442, 4624-443

PROJECT 2007030.E1.02

2-251 MIDDLEPOINT ROAD

5/6/2021 1:10:39 PM Peter Rochelle Q:\2007\2007030.00\07030-000\PHASE 3 CSD\FM\07030-PH3-FM-3.dwg
[xref: Files: 07030-BNDY-PH3]

FIELD SURVEY COMPLETION

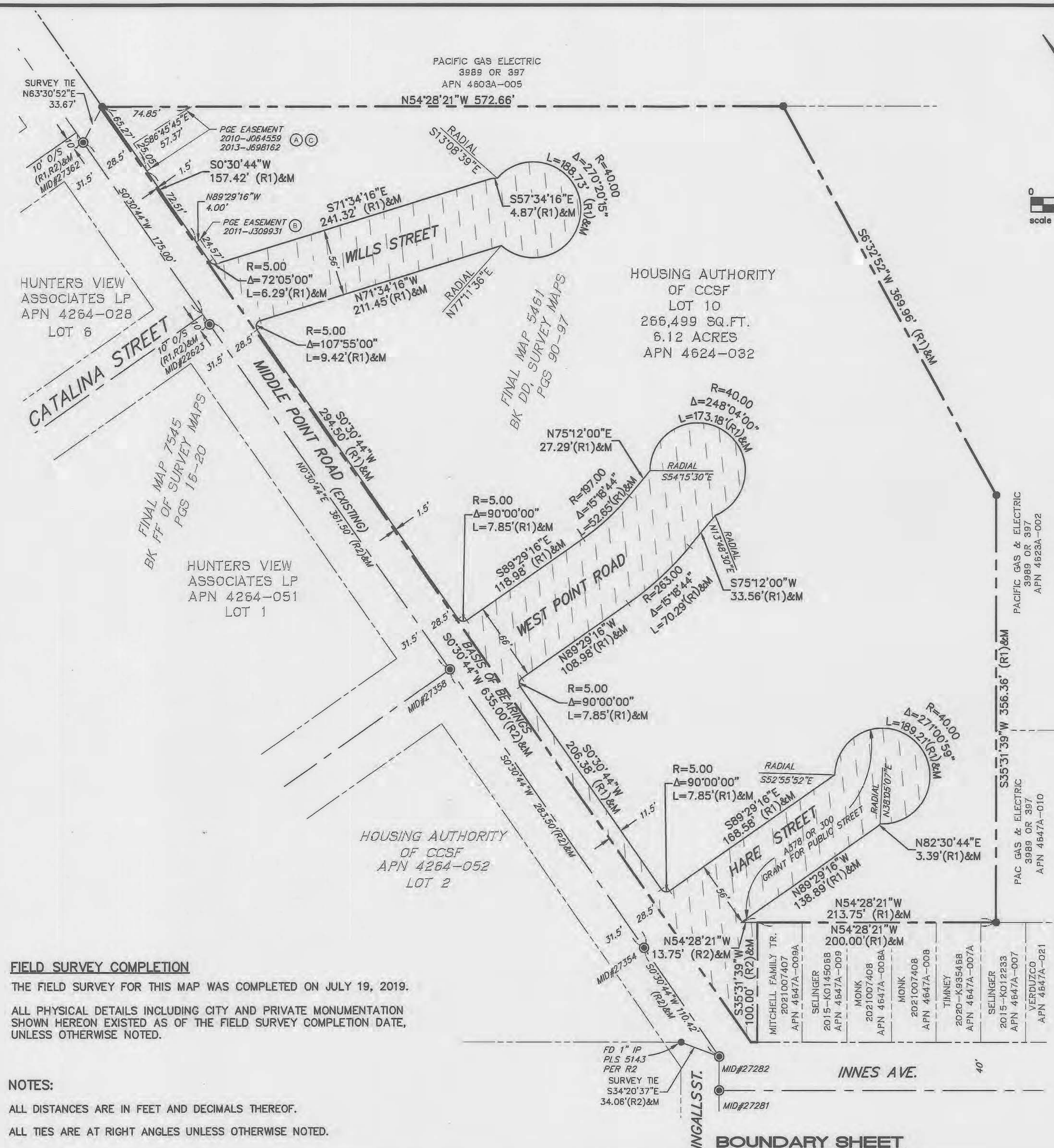
THE FIELD SURVEY FOR THIS MAP WAS COMPLETED ON JULY 19, 2019.

ALL PHYSICAL DETAILS INCLUDING CITY AND PRIVATE MONUMENTATION SHOWN HEREON EXISTED AS OF THE FIELD SURVEY COMPLETION DATE, UNLESS OTHERWISE NOTED.

NOTES:

ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

ALL TIES ARE AT RIGHT ANGLES UNLESS OTHERWISE NOTED.



LEGEND

---	SUBDIVISION BOUNDARY
---	MONUMENT LINE
---	LOT LINE
---	EXISTING LOT LINE
---	PROPOSED EASEMENT
---	EXISTING EASEMENT
⊙	SET 2 1/2" BRASS DISC IN WELL STAMPED PLS 8185
○	SET 1 1/2" IRON PIPE, PLS 8185, AT REAR LOT CORNERS
⊗	1 1/2" IRON PIPE AT, PLS 8185, 4' O/S TO FRONT LOT CORNERS
⊗	SET 1" BRASS DISK, PLS 8185, AT 4' X 4' O/S AT INTERSECTIONS (TYP)
⊙	SET 1" BRASS DISK, PLS 8185, AT 4' O/S ON LOT PT (TYP)
●	FOUND 2 1/2" BRASS DISC IN WELL STAMPED PLS 5143
●	FOUND 1" OR 1 1/2" IRON PIPES TAGGED PLS 5143, PER R1
APN	ASSESSORS PARCEL NUMBER
CCSF	CITY AND COUNTY OF SAN FRANCISCO
EVA	EMERGENCY VEHICLE ACCESS EASEMENT
EXST	EXISTING
IFO	IN FAVOR OF
M	MEASURED
MID	MONUMENT IDENTIFICATION PER CCSF DATABASE
NTS	NOT TO SCALE
O/S	OFFSET
PT	POINT OF TANGENCY OF CURVE
PSDE	PRIVATE STORM DRAIN EASEMENT
(R)	RECORD REFERENCE
SDE	TYPICAL
(TYP)	STORM DRAIN EASEMENT (PUBLIC)

AREA OF VACATED RIGHT OF WAY (APN'S 4624-442 & 4624-443)

EASEMENT KEY

- (A) EXISTING PG&E EASEMENT PER 2010-J064559
- (B) EXISTING PG&E EASEMENT PER 2011-J309931
- (C) EXISTING PG&E EASEMENT PER 2013-J698162
- (D) PG&E EASEMENT TO BE RECORDED BY SEPARATE INSTRUMENT
- (E) PG&E EASEMENT INSTRUMENT RECORDED

BASIS OF BEARINGS

BEING NORTH 0°30'44" EAST, 635.00' BETWEEN FOUND WELL MONUMENTS MARKING THE CENTERLINE OF MIDDLE POINT ROAD BETWEEN HARE STREET AND CATALINA STREET AS SHOWN ON THAT CERTAIN MAP ENTITLED "FINAL MAP NO. 7545" FILED FOR RECORD IN BOOK FF OF SURVEY MAPS, AT PAGES 16-20, SAN FRANCISCO CITY AND COUNTY RECORDS & AS SHOWN HEREON

REFERENCE

- R1- FINAL MAP NO. 5461, FILED DECEMBER 23, 2010 IN BOOK DD OF SURVEY MAPS, PAGES 90-97
- R2- FINAL MAP NO. 7545, FILED NOVEMBER 21, 2014 IN BOOK FF OF SURVEY MAPS, PAGES 16-20

FINAL MAP NO. 9677

A 9 LOT SUBDIVISION AND 310 UNIT, MIXED USE RESIDENTIAL AND 1 COMMERCIAL CONDOMINIUM PROJECT WITHIN 7 BUILDABLE LOTS AND A RE-SUBDIVISION OF LOT 10 FINAL MAP NO. 5461, FILED FOR RECORD IN BOOK DD OF SURVEY MAPS, AT PAGES 90-97, OFFICE OF THE COUNTY RECORDER

6.12 ACRES

CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

CARLILE • MACY

CIVIL ENGINEERS • URBAN PLANNERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS

15 THIRD STREET, SANTA ROSA, CA 95401
TEL (707) 542-6451 FAX (707) 542-5212

MAY 2021

SHEET 3 OF 5 SHEETS

A.B. 4624-032, 4624-442, 4624-443

PROJECT 2007030.E1.02

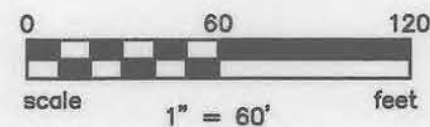
2-251 MIDDLEPOINT ROAD

BOUNDARY SHEET

5/6/2021 1:10:48 PM Peter Rochelle G:\2007\2007030\00\07030\00\dwg\PHASE 3_C3D\FM\07030-PH3-FM-5.dwg
[Xref files: 07030-PH3-HC, 07030-BMDY-PH3]

MONUMENT IDENTIFICATION KEY:

- A - MID 27362
- B - MID 22623
- C - MID 27358
- D - MID 27354
- E - MID 27282
- F - MID 27281
- G - MID 38803
- H - MID 38804
- I - MID 38805
- J - MID 38806
- K - MID 38807
- L - MID 38808
- M - MID 38809
- N - MID 38810
- O - MID 38811
- P - MID 38812
- Q - MID 38813
- R - MID 38814
- S - MID 38815
- T - MID 38816
- U - MID 38817
- V - MID 38818
- W - MID 38819
- X - MID 38820
- Y - MID 38821
- Z - MID 38822
- AA - MID 38823
- BB - MID 38825
- CC - MID 38826
- DD - MID 38827
- EE - MID 38829
- FF - MID 38830
- GG - MID 38831
- HH - MID 38832



PACIFIC GAS ELECTRIC
3989 OR 397
APN 4603A-005

LOT 1
26,904 SQ. FT.
0.62 AC
BLOCK 12

LOT 2
42,012 SQ. FT.
0.96 AC.
BLOCK 13

LOT 3
24,072 SQ. FT.
0.55 AC
BLOCK 14

LOT 7
40,369 SQ. FT.
0.93 AC
BLOCK 15

LOT A
30,925 SQ. FT.
0.71 AC

LOT 4
39,307 SQ. FT.
0.90 AC
BLOCK 17

LOT 6
32,823 SQ. FT.
0.75 AC
BLOCK 16

LOT 5
20,931 SQ. FT.
0.48 AC
BLOCK 18

LOT B
3,314 SQ. FT.
0.07 AC

MITCHELL FAMILY TR.
2021007407
APN 4647A-008A

SEILINGER
2015-K0145068
APN 4647A-009

MONK
2021007408
APN 4647A-008A

MONK
2021007408
APN 4647A-008

TIMNEY
2020-K935468
APN 4647A-007A

SEILINGER
2015-K012233
APN 4647A-007

VERDUZCO
APN 4647A-021

GREENLEAVES TR.
APN 4647A-020

LOTS				
FINAL MAP LOT NO.	ASSESSORS PARCEL NO.	PLANNING BLOCK NO.	CONDO UNITS	APN RANGE
1	4624-444	12	20	455-474
2	4624-445	13	32	475-506
3	4624-446	14	28	507-534
4	4624-447	17	54	535-588
5	4624-448	18	14	589-602
6	4624-449	16	88	603-690
7	4624-450	15	74	691-764
	4624-765	1 COMMERCIAL UNIT.		
TOTAL 310				
OPEN SPACE				
FINAL MAP LOT NO.			ASSESSORS PARCEL NO.	
A		PVT. OPEN SPACE	4624-451	
B		PVT. OPEN SPACE	4624-452	
STREET LOTS				
FINAL MAP LOT NO.		STREET	ASSESSORS PARCEL NO.	
8		STREET '2'	4624-453	
9		STREET '1'	4624-454	

NOTE: THE PROPOSED ASSESSOR PARCEL NUMBERS SHOWN HEREON ARE FOR INFORMATIONAL USE ONLY AND SHOULD NOT BE RELIED UPON FOR ANY OTHER PURPOSE.

CONDOMINIUM NOTES:

A) THIS MAP IS THE SURVEY MAP PORTION OF A CONDOMINIUM PLANT AS DESCRIBED IN CALIFORNIA CIVIL CODE SECTION 4120 AND 4285. THIS CONDOMINIUM PROJECT IS LIMITED TO 310 MAXIMUM NUMBER OF DWELLING UNITS AND/OR 1 COMMERCIAL UNIT.

B) ALL INGRESS (ES), EGRESS (ES), PATH(S) OF TRAVEL, FIRE/EMERGENCY EXIT(S) AND EXITING COMPONENTS, EXIT PATHWAY(S) AND PASSAGEWAY(S), STAIRWAY(S), CORRIDOR(S), ELEVATOR(S), AND COMMON USE ACCESSIBLE FEATURE(S) AND FACILITIES SUCH AS RESTROOMS THAT THE BUILDING CODE REQUIRES FOR COMMON USE SHALL BE HELD IN COMMON UNDIVIDED INTEREST.

C) UNLESS SPECIFIED OTHERWISE IN THE GOVERNING DOCUMENTS OF THE HUNTERS VIEW COMMUNITY ASSOCIATION, INCLUDING ITS CONDITIONS, COVENANTS, AND RESTRICTIONS, THE HUNTERS VIEW COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE, IN PERPETUITY, FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF:

- (I) ALL GENERAL USE COMMON AREA IMPROVEMENTS; AND
- (II) ALL FRONTING SIDEWALKS, ALL PERMITTED OR UNPERMITTED PRIVATE ENCROACHMENTS AND PRIVATELY MAINTAINED STREET TREES FRONTING THE PROPERTY, AND ANY OTHER OBLIGATION IMPOSED ON PROPERTY OWNERS FRONTING A PUBLIC RIGHT-OF-WAY PURSUANT TO THE PUBLIC WORKS CODE OR OTHER APPLICABLE MUNICIPAL CODES

D) IN THE EVENT THE AREAS IDENTIFIED IN (C)(II) ARE NOT PROPERLY MAINTAINED, REPAIRED, AND REPLACED ACCORDING TO THE CITY REQUIREMENTS, EACH LOT OWNER SHALL BE RESPONSIBLE TO THE EXTENT OF HIS/HER PROPORTIONATE OBLIGATION TO THE HV COMMUNITY ASSOCIATION FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF THOSE AREAS. FAILURE TO UNDERTAKE SUCH MAINTENANCE, REPAIR, AND REPLACEMENT MAY RESULT IN CITY ENFORCEMENT AND ABATEMENT ACTIONS AGAINST THE HV COMMUNITY ASSOCIATION AND/OR THE INDIVIDUAL LOT OWNERS, WHICH MAY INCLUDE, BUT NOT BE LIMITED TO IMPOSITION OF A LIEN AGAINST THE LOT OWNER'S PROPERTY.

E) APPROVAL OF THIS MAP SHALL NOT BE DEEMED APPROVAL OF THE DESIGN, LOCATION, SIZE, DENSITY OR USE OF ANY STRUCTURE(S) OR ANCILLARY AREAS OF THE PROPERTY ASSOCIATED WITH STRUCTURES, NEW OR EXISTING, WHICH HAVE NOT BEEN REVIEWED OR APPROVED BY APPROPRIATE CITY AGENCIES NOR SHALL SUCH APPROVAL CONSTITUTE A WAIVER OF THE SUBDIVIDER'S OBLIGATION TO ABATE ANY OUTSTANDING MUNICIPAL CODE VIOLATIONS. ANY STRUCTURES CONSTRUCTED SUBSEQUENT TO APPROVAL OF THIS FINAL MAP SHALL COMPLY WITH ALL RELEVANT MUNICIPAL CODES, INCLUDING BUT NOT LIMITED TO THE PLANNING, HOUSING AND BUILDING CODES, IN EFFECT AT THE TIME OF ANY APPLICATION FOR REQUIRED PERMITS.

F) BAY WINDOWS, FIRE ESCAPES AND OTHER ENCROACHMENTS (IF ANY SHOWN HEREON, THAT EXIST, OR THAT MAY BE CONSTRUCTED) ONTO OR OVER MIDDLE POINT ROAD, STREET '1' AND STREET '2' ARE PERMITTED THROUGH AND ARE SUBJECT TO THE RESTRICTIONS SET FORTH IN THE BUILDING CODE AND PLANNING CODE OF THE CITY AND COUNTY OF SAN FRANCISCO. THIS MAP DOES NOT CONVEY ANY OWNERSHIP INTEREST IN SUCH ENCROACHMENT AREAS TO THE CONDOMINIUM UNIT OWNER(S).

G) SIGNIFICANT ENCROACHMENTS, TO THE EXTENT THEY WERE VISIBLE AND OBSERVED, ARE NOTED HEREON. HOWEVER, IT IS ACKNOWLEDGED THAT OTHER ENCROACHMENTS FROM/ONTO ADJOINING PROPERTIES MAY EXIST OR BE CONSTRUCTED. IT SHALL BE THE RESPONSIBILITY SOLELY OF THE PROPERTY OWNERS INVOLVED TO RESOLVE ANY ISSUES THAT MAY ARISE FROM ANY ENCROACHMENTS WHETHER DEPICTED HEREON OR NOT. THIS MAP DOES NOT PURPORT TO CONVEY ANY OWNERSHIP INTEREST IN AN ENCROACHMENT AREA TO ANY PROPERTY OWNER.

FINAL MAP NO. 9677

A 9 LOT SUBDIVISION AND 310 UNIT, MIXED USE RESIDENTIAL AND 1 COMMERCIAL CONDOMINIUM PROJECT WITHIN 7 BUILDABLE LOTS AND A RE-SUBDIVISION OF LOT 10 FINAL MAP NO. 5461, FILED FOR RECORD IN BOOK DD OF SURVEY MAPS, AT PAGES 90-97, OFFICE OF THE COUNTY RECORDER

6.12 ACRES

CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

CARLILE • MACY

CIVIL ENGINEERS • URBAN PLANNERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS

15 THIRD STREET, SANTA ROSA, CA 95401
TEL (707) 542-6451 FAX (707) 542-5212

MAY 2021

SHEET 5 OF 5 SHEETS

SUPPLEMENTAL SHEET

A.B. 4624-032, 4624-442, 4624-443

PROJECT 2007030.E1.02

2-251 MIDDLEPOINT ROAD

From: [Mapping, Subdivision \(DPW\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Spitz, Jeremy \(DPW\)](#); [TOM, CHRISTOPHER \(CAT\)](#); [MARQUEZ, JENINE \(CAT\)](#); [PETERSON, ERIN \(CAT\)](#); [MALAMUT, JOHN \(CAT\)](#); [Ryan, James \(DPW\)](#); [True, Judson \(DPW\)](#); [Daniel, Shane \(DPW\)](#); [Wong, Phillip \(ECN\)](#)
Subject: PID:9677 BOS Final Map Submittal Email 1
Date: Monday, July 12, 2021 11:16:11 AM
Attachments: [Order204769 Signed 20210524.docx.pdf](#)
[Summary 20210524.pdf](#)
[9677 Motion 20210517\(May 24th Order approval\).docx](#)
[9677 SIGNED MOTION 20210526.pdf](#)
[9677 DCP APPROVAL 20181017.pdf](#)
[9677 SIGNED MYLAR 20210526.pdf](#)
[9677 TAX CERT 20210712.pdf](#)

Email: 1

To: Board of Supervisors,

The following map is being forwarded to you for your information, as this map will be in front of you for approval at the July 20, 2021 meeting.

Please view attached documents for review:

RE: Final Map signature for 2-251 Middle Point Rd, PID: 9677

Regarding: BOS Approval for Parcel Map

APN: 4624/032

Project Type: 9 Lot Subdivision and 310 Residential, 1 Commercial Mixed-Use Units New Condominium

See attached documents:

- PDF of signed DPW Order and DocuSign Summary
- Word document of Motion and signed Motion
- PDF of DCP Approval
- PDF of signed Mylar map
- PDF of current Tax Certificate

If you have any questions regarding this submittal please feel free to contact James Ryan at 628.271.2132 or by email at James.Ryan@sfdpw.org.

Kind regards,

Jessica Mendoza | Subdivision and Mapping
Bureau of Street Use & Mapping | San Francisco Public Works
49 South Van Ness Avenue, 9th Floor | San Francisco, CA 94103
Jessica.Mendoza@sfdpw.org

