

Attachment 11: Site Control for All Replacement Housing Documentation

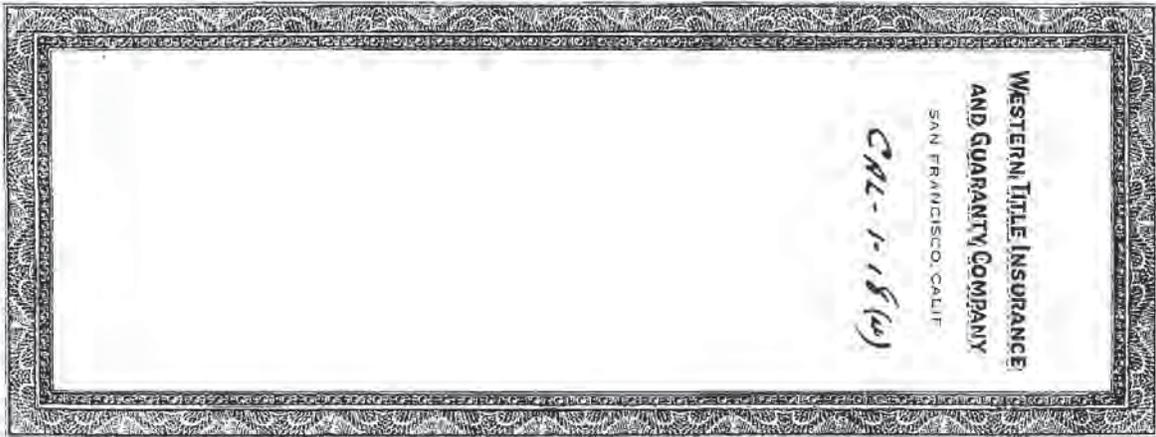
McCormack Baron Salazar

Att11\_Site\_Control\_Docs.pdf

**Attachment 11: Site Control for All Replacement Housing**

The Replacement Housing Site consist of the Alice Griffith Public Housing Site and two adjacent parcels for which McCormack Baron Salazar, Inc., Lead Applicant, has site control, as follows:

Name of Project/Site	Documented Evidence Demonstrating Site Control	Location of Documented Evidence in the Attachment
SFHA Property Parcel 4884-026 Alice Griffith Public Housing	Title Policy	Page 27-32
	Quitclaim Deeds	Page 33-42
	Index to Grant Deeds and Grant Deeds	Page 43-179
MBS Property Parcel 4884-25	Purchase & Sale Agreement by and between San Francisco Redevelopment Agency and McCormack Baron Salazar	Page 180-218
MBS Property Parcel 4884-27	Purchase & Sale Agreement by and between San Francisco Redevelopment Agency and McCormack Baron Salazar	Page 219-257



# POLICY OF TITLE INSURANCE

POLICY NUMBER

468366

ORDER NUMBER

Fee for Title Insurance and  
examination of title \$2099.34

## WESTERN TITLE INSURANCE AND GUARANTY COMPANY

ESTABLISHED 1848

INCORPORATED 1902

A CORPORATION OF CALIFORNIA, HEREIN CALLED THE COMPANY,  
FOR A VALUABLE CONSIDERATION, PAID FOR THIS POLICY OF TITLE INSURANCE

DOES HEREBY INSURE

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

together with the persons and corporations included in the definition of "the insured" as set forth in the Stipulations of this policy, against loss or damage not exceeding

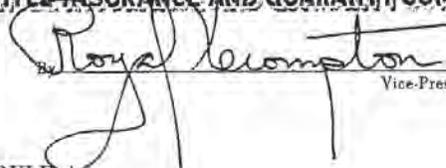
FOUR HUNDRED NINETY ONE THOUSAND, SEVEN HUNDRED SEVENTY NINE and 16/100 dollars,  
which the insured shall sustain by reason of:

1. Title to the land described in Schedule C being vested, at the date hereof, otherwise than as herein stated; or
2. Unmarketability, at the date hereof, of the title to said land of any vestee named herein, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown or referred to in Schedule B; or
3. Any defect in, or lien or encumbrance on, said title, existing at the date hereof, not shown or referred to in Schedule B; or
4. Any defect in the execution of any mortgage or deed of trust shown in Schedule B securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or
5. Priority, at the date hereof, over any such mortgage or deed of trust, of any lien or encumbrance upon said land, except as shown in Schedule B, such mortgage or deed of trust being shown in the order of its priority in Part Two of Schedule B;

all subject, however, to Schedules A, B and C and the Stipulations herein, all of which schedules and stipulations are hereby made a part of this policy.

IN WITNESS WHEREOF, WESTERN TITLE INSURANCE AND GUARANTY COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officer, this 2nd day of December, 1960, at 10:35 a. m.

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

  
Vice-President.

### SCHEDULE A

Title to the land described in Schedule C is at the date hereof vested in:

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

SCHEDULE B

This policy does not insure against loss by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust shown in Part Two is expressly insured in Paragraphs numbered 4 and 5 on the first page of this policy.

PART ONE: This part of Schedule B refers to matters which, if any such exist, may affect the title to said land, but which are not shown in this policy:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing agency or by the public records; and easements, liens, or encumbrances which are not shown by the public records.
2. Rights or claims of persons in possession of said land which are not shown by the public records.
3. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of said land, or by making inquiry of persons in possession thereof or by a correct survey.
4. Mining claims, reservations in patents, water rights, claims or title to water.
5. Any laws, governmental acts or regulations, including but not limited to zoning ordinances, restricting, regulating or prohibiting the occupancy, use or enjoyment of the land or any improvement thereon, or any zoning ordinances prohibiting a reduction in the dimensions or area, or separation in ownership, of any lot or parcel of land; or the effect of any violation of any such restrictions, regulations or prohibitions.

PART TWO: This part of Schedule B shows liens, encumbrances, defects and other matters affecting the title to said land or to which said title is subject:

1. Taxes, assessments and obligations of Hunters Point Reclamation District as to the portion of the land herein described situated within the District. Judgment adjudicating the Hunters Point Reclamation District, a legal reclamation district entered in San Francisco Superior Court No. 454236, February 14, 1956 and recorded February 14, 1956 (6787 OR 374).

2. Absence of a decree under the Destroyed Land Records Relief Law (McEnerney Act) as to streets in the portion of the land herein described which is a part of Tide Lands. Any interest which may be established by any such decree.

Suit "Housing Authority of the City and County of San Francisco, a public body, corporate and politic vs. All Persons ..." Superior Court San Francisco No. 505920. Notice of Lis Pendens recorded November 30, 1960, No. 38540.

3. Effect of Declaration of Trust by Housing Authority of the City and County of San Francisco dated December 1, 1960, recorded December 2, 1960, No. 39081.

## SCHEDULE C

The land referred to in this Policy is described as:

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

COMMENCING at the point of intersection of the southwesterly line of Carroll Avenue with the southeasterly line of Hawes Street (Note: For the purpose of this description the southwesterly line of Carroll Avenue is taken to be south 54° 28' 21" east and all bearing mentioned herein are related thereto); thence south 54° 28' 21" east along said southwesterly line of Carroll Avenue 1003.917 feet to a point distant thereon southeasterly 339.917 feet from the southeasterly line of Griffith Street, said point also being on the westerly line of Salt Marsh and Tide Lands as established by the Board of Tide Land Commissioners under the Act of March 30, 1868; thence south 42° 45' 30" west along said westerly line 194.770 feet to the westerly line of the Right of Way for the Southern Pacific and Western Pacific Railroad Companies, 200 feet wide, as fixed and designated by the Board of Tide Land Commissioners under the Act of March 30, 1868, as said Right of Way is shown on Block Map No. 9, exhibiting the dimensions of lots and blocks as subdivided and shown on the map prepared by the Board of Tide Land Commissioners in accordance with the provisions of Section 4 of said Act, on file in the office of the Surveyor General of the State of California; thence south 2° 58' 18" east 8.667 feet to the northeasterly line of Donner Avenue, distant thereon 320 feet, 9½ inches southeasterly from the southeasterly line of Griffith Street; thence south 35° 31' 39" west 40.000 feet to the center line of said Donner Avenue; thence south 54° 28' 21" east along said center line 31.771 feet to the westerly line of said 200 foot Right of Way; thence south 2° 55' 54" east 51.082 feet to the southwesterly line of Donner Avenue, distant thereon 215 feet, 8 inches northwesterly from the northwesterly line of Fitch Street; thence south 2° 57' 26" east 255.500 feet to the northeasterly line of Egbert Avenue, distant thereon 56 feet, 8 inches northwesterly from the northwesterly line of Fitch Street; thence south 35° 31' 39" west 40.044 feet to the center line of Egbert Avenue; thence South 54° 28' 21" east along said center line of Egbert Avenue 31.835 feet to the westerly line of said 200 foot Right of Way; thence south 2° 57' 26" east 39.905 feet to the northwesterly line of Fitch Street, distant thereon 8.809 feet northeasterly from the southwesterly line of Egbert Avenue; thence running along said northwesterly line of Fitch Street south 35° 31' 39" west 388.809 feet to a line parallel with and perpendicularly distant southwesterly 100.00 feet from the southwesterly line of Fitzgerald Avenue; thence north 54° 28' 21" west along said parallel line 1264.00 feet to said southeasterly line of Hawes Street; thence north 35° 31' 39" east along said line of Hawes Street 940.088 feet to the point of commencement.

EXCEPTING THEREFROM the parcel of land as described in the deed to the City and County of San Francisco, recorded July 20, 1955 in Official Records, Book 6658, at page 572, in the office of the Recorder of the City and County of San Francisco, State of California.

ecg

INDORSEMENT

Attached to Policy No. 468366

*Issued by*

WESTERN TITLE INSURANCE COMPANY

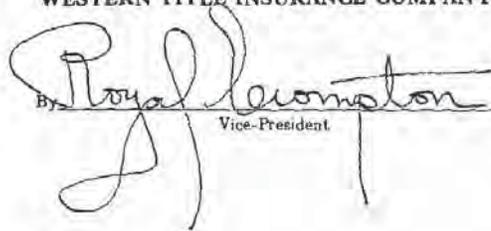
a corporation,

under its former name

Western Title Insurance and Guaranty Company

By this indorsement, the name Western Title Insurance and Guaranty Company, as it appears in this Policy of Title Insurance, is amended to read Western Title Insurance Company.

WESTERN TITLE INSURANCE COMPANY

By  Vice-President

# STIPULATIONS

## 1. SCOPE OF COVERAGE

This policy does not insure against, and the Company will not be liable for loss or damage created by or arising out of any of the following: (a) defects, liens, claims, encumbrances, or other matters which result in no pecuniary loss to the insured; (b) defects, liens, encumbrances, or other matters created or occurring subsequent to the date hereof; (c) defects, liens, encumbrances, or other matters created or suffered by the insured claiming such loss or damage; or (d) defects, liens, claims, encumbrances, or other matters existing at the date of this policy and known to the insured claiming such loss or damage, either at the date of this policy or at the date such insured claimant acquired an estate or interest insured by this policy, unless such defect, lien, claim, encumbrance or other matter shall have been disclosed to the Company in writing prior to the issuance of this policy or appeared at the date of this policy on the public records. Any rights or defenses of the Company against a named insured shall be equally available against any person or corporation who shall become an insured hereunder as successor of such named insured.

## 2. DEFENSE OF ACTIONS, NOTICE OF ACTIONS OR CLAIMS TO BE GIVEN BY THE INSURED

The Company at its own cost shall defend the insured in all litigation consisting of actions or proceedings against the insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of said land in satisfaction of any indebtedness, the owner of which is insured by this policy, which litigation is founded upon a defect, lien, encumbrance, or other matter insured against by this policy, and may pursue such litigation to final determination by the court of last resort. In case any such litigation shall become known to any insured, or in case knowledge shall come to any insured of any claim of title or interest which is adverse to the title as insured or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, such insured shall notify the Company thereof in writing. If such notice shall not be given to the Company at least two days before the appearance day in any such litigation, or if such insured shall not, in writing, promptly notify the Company of any defect, lien, encumbrance, or other matter insured against, or of any such adverse claim which shall come to the knowledge of such insured, in respect to which loss or damage is apprehended, then all liability of the Company as to each insured having such knowledge shall cease and terminate; provided, however, that failure to so notify the Company shall in no case prejudice the claim of any insured unless the Company shall be actually prejudiced by such failure. The Company shall have the right to institute and prosecute any action or proceeding or do any other act which, in its opinion, may be necessary or desirable to establish the title, or any insured lien or charge, as insured. In all cases where this policy permits or requires the Company to prosecute or defend any action or proceeding, the insured shall secure to it in writing the right to so prosecute or defend such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the insured for such purpose. Whenever requested by the Company the insured shall assist the Company in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, prosecuting or defending such action or proceeding, to such extent and in such manner as is deemed desirable by the Company, and the Company shall reimburse the insured for any expense so incurred. The Company shall be subrogated to and be entitled to all costs and attorneys' fees incurred or expended by the Company, which may be re-

coverable by the insured in any litigation carried on by the Company on behalf of the insured. The word "knowledge" in this paragraph means actual knowledge, and does not refer to constructive knowledge or notice which may be imputed by the public records.

## 3. NOTICE OF LOSS, LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been ascertained. No action or proceeding for the recovery of any such loss or damage shall be instituted or maintained against the Company until after full compliance by the insured with all the conditions imposed on the insured by this policy, nor unless commenced within twelve months after receipt by the Company of such written statement.

## 4. OPTION TO PAY, SETTLE, OR COMPROMISE CLAIMS

The Company reserves the option to pay, settle, or compromise for, or in the name of, the insured, any claim insured against or to pay this policy in full at any time, and payment or tender of payment of the full amount of this policy, together with all accrued costs which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder, including all obligations of the Company with respect to any litigation pending and subsequent costs thereof.

## 5. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, it shall be subrogated to and be entitled to all rights, securities, and remedies which the insured would have had against any person or property in respect to such claim, had this policy not been issued. If the payment does not cover the loss of the insured, the Company shall be subrogated to such rights, securities, and remedies in the proportion which said payment bears to the amount of said loss. In either event the insured shall transfer, or cause to be transferred, to the Company such rights, securities, and remedies, and shall permit the Company to use the name of the insured in any transaction or litigation involving such rights, securities, or remedies.

## 6. OPTION TO PAY INSURED OWNER OF INDEBTEDNESS AND BECOME OWNER OF SECURITY

The Company has the right and option, in case any loss is claimed under this policy by an insured owner of an indebtedness secured by mortgage or deed of trust, to pay such insured the indebtedness of the mortgagor or trustor under said mortgage or deed of trust, together with all costs which the Company is obligated hereunder to pay, in which case the Company shall become the owner of, and such insured shall at once assign and transfer to the Company, said mortgage or deed of trust and the indebtedness thereby secured; and such payment shall terminate all liability under this policy to such insured.

## 7. PAYMENT OF LOSS AND COSTS OF LITIGATION, INDEORSEMENT OF PAYMENT ON POLICY

The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the insured in litigation carried on by the Company for the insured, and in litigation carried on by the insured with the written authorization of the Company, but not otherwise. The liability of the Company under this policy shall in no case exceed, in all,

the actual loss of the insured and costs which the Company is obligated hereunder to pay, and in no case shall such total liability exceed the amount of this policy and said costs. All payments under this policy shall reduce the amount of the insurance pro rata, and payment of loss or damage to an insured owner of indebtedness shall reduce, to that extent, the liability of the Company to the insured owner of said land. No payment may be demanded by any insured without producing this policy for indorsement of such payment.

## 8. MANNER OF PAYMENT OF LOSS TO INSURED

Loss under this policy shall be payable, first, to any insured owner of indebtedness secured by mortgage or deed of trust shown in Schedule B, in order of priority therein shown, and if such ownership vests in more than one, payment shall be made ratably as their respective interests may appear, and thereafter any loss shall be payable to the other insured, and if more than one, then to such insured ratably as their respective interests may appear. If there be no such insured owner of indebtedness, any loss shall be payable to the insured, and if more than one, to such insured ratably as their respective interests may appear.

## 9. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "named insured": the persons and corporations named as insured on the first page of this policy;
- (b) "the insured": such named insured together with (1) each successor in ownership of any indebtedness secured by any mortgage or deed of trust shown in Schedule B, the owner of which indebtedness is named herein as an insured, (2) any such owner or successor in ownership of any such indebtedness who acquires the land described in Schedule C or any part thereof, by lawful means in satisfaction of said indebtedness or any part thereof, (3) any governmental agency or instrumentality acquiring said land under an insurance contract or guarantee insuring or guaranteeing said indebtedness or any part thereof, and (4) any person or corporation deriving an estate or interest in said land as an heir or devisee of a named insured or by reason of the dissolution, merger, or consolidation of a corporate named insured;
- (c) "land": the land described specifically or by reference in Schedule C and improvements affixed thereto which by law constitute real property;
- (d) "date": the exact day, hour and minute specified in the first line of Schedule A (unless the context clearly requires a different meaning);
- (e) "taxing agency": the State and each county, city and county, city and district in which said land or some part thereof is situated that levies taxes or assessments on real property;
- (f) "public records": those public records which, under the recording laws, impart constructive notice of matters relating to said land.

## 10. WRITTEN INDEORSEMENT REQUIRED TO CHANGE POLICY

No provision or condition of this policy can be waived or changed except by writing indorsed hereon or attached hereto signed by the President, a Vice-President, the Secretary or an Assistant Secretary of the Company.

## 11. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its Main Office, 340 Van Ness Avenue, San Francisco, California.

STATE OF CALIFORNIA )  
 ) ss.  
CITY AND COUNTY OF SAN FRANCISCO )

On the 23rd day of November 1962,

before me, MARTIN MONGAN, County Clerk of the City and County of San Francisco, and ex officio Clerk of the Superior Court of the State of California, in and for the City and County of San Francisco, personally appeared

GEORGE CHRISTOPHER Mayor of

the City and County of San Francisco, a municipal corporation, and

L. M. SENTER, Acting Clerk of the Board of

Supervisors of the City and County of San Francisco, known to me

to be the Mayor and the Clerk of the Board of

Supervisors of the municipal corporation described in and who

executed the within instrument and also known to me to be the

persons who executed it on behalf of the municipal corporation

therein named, and they and each of them acknowledged to me that

such municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, State of California, the day and year in this certificate first above written.

L45905

Martin Mongan

County Clerk of the City and County of San Francisco, State of California and ex officio Clerk of the Superior Court of the State of California, in and for the City and County of San Francisco.

RECORDED AT REQUEST OF  
~~House Authority of CCSF~~  
At 1 Min Past 4PM  
NOV 30 1962

City & County of San Francisco, California  
MARTIN MONGAN  
RECORDER 5.20

45905 NOV 30 62

QUITCLAIM DEED

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the first party, pursuant to Resolution No. 626-62, adopted by its Board of Supervisors on October 22, 1962, and approved by the Acting Mayor on October 25, 1962, hereby quitclaims to the HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, organized and existing under and by virtue of the laws of the State of California, the second party, all its right, title and interest in and to the following described real property situated in the City and County of San Francisco, State of California:

PARCEL 1.

BEGINNING at a point on the former southwesterly line of Donner Avenue (formerly 28th Avenue), as said avenue existed prior to the vacation of a portion thereof by Resolution No. 626-62 adopted October 22, 1962 by the Board of Supervisors of the City and County of San Francisco, State of California, distant thereon 215 feet 8 inches northwesterly from the northwesterly line of Fitch Street (formerly F Street), said point being also on the westerly line of the 200 foot right-of-way for the Southern Pacific and Western Pacific Railroad Companies according to "Block Map No. 9" exhibiting the dimensions of lots and blocks as subdivided and shown on the Official Map prepared by the Board of Tide Land Commissioners in accordance with the provisions of Section 4 of an Act entitled "an Act to survey and dispose of certain Salt Marsh and Tide Lands belonging to the State of California," approved March 30, 1868, and thence running northwesterly along said former southwesterly line of Donner Avenue 80.042 feet to the Tide Land Survey Line as said line is shown on "Map of the Salt Marsh and Tide Lands and Lands lying under Water South of Second Street and situate in the City and County of San Francisco," certified March 19, 1869 by the Board of Tide Land Commissioners and approved March 4, 1870 by Order No. 911 of the Board of Supervisors of the City and County of San Francisco; thence northeasterly along said Tide Land Survey Line 80.654 feet to the former northeasterly line of said Donner Avenue; thence southeasterly along said former line of Donner Avenue 6.25 feet to said westerly line of said 200 foot right-of-way; thence at a right angle southwesterly 40 feet to the former center line of said Donner Avenue; thence at a right angle southeasterly along said former center line 31.77 feet to said westerly line of said 200 foot right-of-way; thence southerly along said westerly line 51.08 feet to the point of beginning.  
BEING a portion of Donner Avenue vacated by Resolution referred to above.

Containing 2,817 square feet, more or less.

103

45905 NOV 30 62

PARCEL 2.

BEGINNING at the point of intersection of the former southwesterly line of Egbert Avenue (formerly 29th Avenue) as said avenue existed prior to the vacation of a portion thereof by Resolution No. 626-62 adopted October 22, 1962 by the Board of Supervisors of the City and County of San Francisco, State of California, with the northwesterly line of Fitch Street (formerly F Street) and thence running northwesterly along said former southwesterly line of Egbert Avenue 325.625 feet to the Tide Land Survey Line as said line is shown on "Map of the Salt Marsh and Tide Lands and Lands lying under Water South of Second Street and situate in the City and County of San Francisco," certified March 19, 1869 by the Board of Tide Land Commissioners and approved March 4, 1870 by Order No. 911 of the Board of Supervisors of the City and County of San Francisco, thence northeasterly along said Tide Land Survey Line 80.282 feet to the former northeasterly line of said Egbert Avenue; thence southeasterly along said former northeasterly line of Egbert Avenue 263.375 feet to the westerly line of the 200 foot right-of-way for the Southern Pacific and Western Pacific Railroad Companies according to "Block Map No. 9" exhibiting the dimensions of lots and blocks as subdivided and shown on the Official Map prepared by the Board of Tide Land Commissioners in accordance with the provisions of Section 4 of an Act entitled "an Act to survey and dispose of certain Salt Marsh and Tide Lands belonging to the State of California," approved March 30, 1868; thence at a right angle southwesterly 40.044 feet to the former center line of said Egbert Avenue; thence at a right angle southeasterly along said former center line of Egbert Avenue 31.835 feet to said westerly line of said 200 foot right-of-way; thence southerly along said westerly line 39.905 feet to the northeasterly prolongation of said northwesterly line of Fitch Street; thence southwesterly along said line so prolonged 8.809 feet to the point of beginning.

BEING a portion of Egbert Avenue vacated by Resolution referred to above.

CONTAINING 23,174 square feet, more or less.

PARCEL 3

All of that portion of former Fitzgerald Avenue (formerly 30th Avenue), as said avenue existed prior to the vacation of a portion thereof by Resolution No. 626-62 adopted October 22, 1962 by the Board of Supervisors of the City and County of San Francisco, State of California, lying between the northwesterly line of Fitch Street (formerly F Street) and the Tide Land Survey Line as said line is shown on "Map of the Salt Marsh and Tide Lands and Lands lying under Water South of Second Street and situate in the City and County of San Francisco," certified March 19, 1869 by the Board of Tide Land Commissioners and approved March 4, 1870 by Order No. 911 of the Board of Supervisors of the City and County of San Francisco.

Reserving therefrom a 24.50 feet wide sewer easement whose center line is parallel with and perpendicularly distant 38.75 feet northeasterly from the former southwesterly line of said Fitzgerald Avenue.

164

45905 NOV 30 62

2

Being a portion of former Fitzgerald Avenue vacated by Resolution referred to above.

Containing 27,373 square feet, more or less.

IN WITNESS WHEREOF, the first party has executed this conveyance this 23rd day of November, 1962.

APPROVED:

Philip L. Rezos  
PHILIP L. REZOS  
Director of Property

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By George Christopher  
Mayor

FORM APPROVED:

THOMAS M. O'CONNOR, City Attorney

By Thomas M. O'Connor  
Deputy City Attorney

By R. M. Senter  
Acting Clerk of the Board of Supervisors

45905 NOV 30 62

**DECLARATION OF INTENTION TO ORDER VACATION OF CERTAIN PORTIONS OF DONNER, EGBERT AND FITZGERALD AVENUES**

**RESOLUTION NO. 564-62**  
 WHEREAS, A petition has been filed by The Housing Authority of the City and County of San Francisco with the Board of Supervisors for the vacation of the portions of Donner, Egbert and Fitzgerald Avenues, San Francisco, as shown on Department of Public Works map No. SUR 3361 Change 1, a copy of which is on file in the office of the Clerk of the Board of Supervisors; and

WHEREAS, said portions of Donner, Egbert and Fitzgerald Avenues are unnecessary for present or prospective street purposes; now, therefore, be it

**RESOLVED**, That it is the intention of this Board of Supervisors to order the vacation of the said portions of Donner, Egbert and Fitzgerald Avenues.

Said vacation shall be done and made in the manner and in accordance with the provisions of the Street Vacation Act of 1941 of the State of California, as amended, and notice is hereby given that on the 22nd day of October, 1962, beginning at 2:00 P. M., the Board of Supervisors will hear all persons interested in or objecting to the proposed vacation.

Upon vacation, the Mayor and the Clerk of the Board of Supervisors are hereby authorized and directed to execute and deliver to The Housing Authority of the City and County of San Francisco, the sole abutting owner, a quitclaim deed to the City's interest in the said vacated street areas.

AS reported by the Department of City Planning under date of June 15, 1961, the proposed vacation is in conformity with the Master Plan.

The Clerk of this Board is hereby directed to transmit to the Department of Public Works a certified copy of this resolution and the Department of Public Works is hereby directed to give notice of such contemplated vacation in the manner required by law.

I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco at its meeting of Sept. 24, 1962.

ROBERT J. DOLAN, Clerk.  
 Approved Sept. 26, 1962.  
 HAROLD S. DOBBS, Acting Mayor,  
 Oct. 1, 1962—11.

**VACATION OF CERTAIN PORTIONS OF DONNER, EGBERT AND FITZGERALD AVENUES**

**RESOLUTION NO. 626-62**  
 WHEREAS, On Sept. 24, 1962, this Board adopted Resolution No. 564-62, approved by the Mayor on Sept. 26, 1962, being a Resolution of a Declaration of Intention to vacate certain portions of Donner, Egbert and Fitzgerald Avenues, West of Fitch Street, San Francisco, as shown on Department of Public Works Map SUR 3361, Change 1, a copy of which is on file in the office of the Clerk of the Board of Supervisors; and

WHEREAS, The Clerk of this Board did transmit to the Department of Public Works of the City and County of San Francisco, a certified copy of said Resolution No. 564-62, and said Department did, upon receipt of said Resolution cause to be posted in the manner and as required by law, notice of the passage of said Resolution; and

WHEREAS, When said matter was considered as scheduled by this Board at its regular meeting held in the City Hall, San Francisco, on Oct. 22, 1962, beginning at 2:00 p.m., no persons protested or objected to the said proposed vacation; and

WHEREAS, The public interest and convenience require said vacation to be done as described in said Resolution No. 564-62; and

WHEREAS, Under date of June 15, 1961, the Department of City Planning reported that such vacation is in conformity with the Master Plan; and

WHEREAS, The Board of Supervisors has acquired jurisdiction to order said vacation; now, therefore, be it

**RESOLVED**, That the said portions of Donner, Egbert and Fitzgerald Avenues West of Fitch Street, San Francisco, be and are hereby vacated; and be it further

**RESOLVED**, That the Mayor and the Clerk of the Board of Supervisors are hereby authorized and directed to execute and deliver to The Housing Authority of the City and County of San Francisco, the sole abutting owner, a quitclaim deed to the City's interest in said vacated portions of said streets.

The Clerk of this Board is hereby directed to transmit to the Recorder and the Department of Public Works a certified copy of this Resolution, and the said Recorder and Department of Public Works are hereby directed to proceed as is required by law.

I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco at its meeting of Oct. 22, 1962.

L. M. SENTER, Acting Clerk.  
 Approved Oct. 25, 1962.  
 HAROLD S. DOBBS, Acting Mayor,  
 Oct. 30, 1962—11.

45905 NOV 30 62

A

QUITCLAIM DEED

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the first party, pursuant to Resolution No. 493-58, adopted by its Board of Supervisors on June 2, 1958, and approved by the Mayor on June 5, 1958, hereby quitclaims to the HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, organized and existing under and by virtue of the laws of the State of California, the second party, all its right, title and interest in and to the following described real property situated in the City and County of San Francisco, State of California:

55

All those portions of Donner Avenue, Egbert Avenue, Fitzgerald Avenue, and Griffith Street as they existed prior to the vacation thereof by Resolution 493-58 of the Board of Supervisors of the City and County of San Francisco, State of California, adopted June 2, 1958, more particularly described as follows:

PARCEL 1.

All that portion of former Donner Avenue lying between the southeasterly line of Hawes Street and the former northwesterly line of former Griffith Street.

PARCEL 2.

All that portion of former Egbert Avenue lying between the southeasterly line of Hawes Street and the former northwesterly line of former Griffith Street.

PARCEL 3:

All that portion of former Fitzgerald Avenue lying between the southeasterly line of Hawes Street and the former northwesterly line of former Griffith Street.

PARCEL 4:

All that portion of former Griffith Street lying between the southwesterly line of Carroll Avenue and a line 100 feet southwesterly from the former southwesterly line of former Fitzgerald Avenue.

PARCEL 5:

All that portion of former Donner Avenue lying between the former southeasterly line of former Griffith Street and the Tide Land

12112 AUG 1958

Survey Line as said line is shown on the "Map of the Salt Marsh and Tide Lands and Lands lying under water South of Second Street and situate in the City and County of San Francisco," certified March 19, 1869 by the Board of Tide Land Commissioners and approved March 4, 1870 by Order No. 911 of the Board of Supervisors of the City and County of San Francisco.

PARCEL 6:

All that portion of former Egbert Avenue lying between the former southeasterly line of former Griffith Street and the Tide Land Survey Line as said line is shown on the "Map of the Salt Marsh and Tide Lands and Lands lying under water South of Second Street and situate in the City and County of San Francisco," certified March 19, 1869 by the Board of Tide Land Commissioners and approved March 4, 1870 by Order No. 911 of the Board of Supervisors of the City and County of San Francisco.

PARCEL 7:

56 All that portion of former Fitzgerald Avenue lying between the former southeasterly line of former Griffith Street and the Tide Land Survey Line as said line is shown on the "Map of the Salt Marsh and Tide Lands and Lands lying under Water South of Second Street and situate in the City and County of San Francisco," certified March 19, 1869 by the Board of Tide Land Commissioners and approved March 4, 1870 by Order No. 911 of the Board of Supervisors of the City and County of San Francisco.

EXCEPTING AND RESERVING THEREFROM, to the City and County of San Francisco, a municipal corporation, an easement for the construction, reconstruction, maintenance, use and repair of sewers and water pipe lines within the following described portions of said Parcels Nos. 3, 4, and 7:

BEGINNING at a point on the southeasterly line of Hawes Street, distant thereon 32.50 feet southwesterly from the former north-easterly line of former Fitzgerald Avenue; thence running south-westerly along said southeasterly line of Hawes Street 15 feet; thence at a right angle southeasterly, parallel to said former northeasterly line of former Fitzgerald Avenue, 622 feet; thence at a right angle southwesterly, parallel to the former northwest-erly line of former Griffith Street, 132.50 feet; thence at a right angle southeasterly 26 feet; thence at a right angle north-easterly 100 feet to the former southwesterly line of former Fitzgerald Avenue produced northwesterly; thence deflecting 45° to the right from the preceding course and running easterly 38.891 feet to a point on a line which is parallel with and perpendicu-larly distant 52.50 feet southwesterly from said former northeast-erly line of said former Fitzgerald Avenue; thence southeasterly, along said parallel line, 245.212 feet to the Tide Land Survey Line as said line is shown on the "Map of the Salt Marsh and Tide Lands and Lands lying under Water South of Second Street and situate in

12112 AUG 1958

the City and County of San Francisco," certified March 19, 1869 by the Board of Tide Land Commissioners and approved March 4, 1870 by Order No. 911 of the Board of Supervisors of the City and County of San Francisco; thence northeasterly along said Tide Land Survey Line 22.555 feet to a point on a line which is parallel with and perpendicularly distant 30 feet southwesterly from said former northeasterly line of former Fitzgerald Avenue; thence northwesterly, along said parallel line, 118.282 feet; thence at a right angle northeasterly 30 feet to said former northeasterly line of former Fitzgerald Avenue; thence at a right angle northwesterly along said former northeasterly line of former Fitzgerald Avenue and its production northwesterly, 180 feet; thence at a right angle southwesterly 32.50 feet; thence at a right angle northwesterly, parallel to said former northeasterly line of former Fitzgerald Avenue, 624 feet to the point of beginning.

IN WITNESS WHEREOF, the first party has executed this deed this

57 8<sup>th</sup> day of July, 1958.

APPROVED:

Philip L. Rezos  
PHILIP L. REZOS  
Director of Property

FORM APPROVED:  
DION R. HOLM, City Attorney

By William F. Burman  
Deputy City Attorney

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By Christopher  
Mayor

By Robert J. Dolan  
Clerk of the Board of Supervisors



12112 AUG 1958

DECLARATION OF INTENTION TO ORDER THE VACATION OF CERTAIN PORTIONS OF DONNER AVENUE, EGBERT AVENUE, FITZGERALD AVENUE AND GRIFFITH STREET, SAN FRANCISCO.

Resolution No. 395-58

WHEREAS, a petition has been filed by The Housing Authority of the City and County of San Francisco with the Board of Supervisors for the vacation of the following portions of Donner Avenue, Ebert Avenue, Fitzgerald Avenue and Griffith Street, in the City and County of San Francisco, State of California, according to map on file in the office of the Clerk of the Board of Supervisors:

PARCEL 1: All that portion of Donner Avenue lying between the southeasterly line of Hayes Street and the northwesterly line of Griffith Street.

PARCEL 2: All that portion of Ebert Avenue lying between the southeasterly line of Hayes Street and the northwesterly line of Griffith Street.

PARCEL 3: All that portion of Fitzgerald Avenue lying between the southeasterly line of Hayes Street and the northwesterly line of Griffith Street.

PARCEL 4: All that portion of Griffith Street lying between the southwesterly line of Carroll Avenue and a line 100 feet southeasterly from the southwesterly line of Fitzgerald Avenue.

PARCEL 5: All that portion of Donner Avenue lying between the southeasterly line of Griffith Street and the Tide Land Survey Line as said line is shown on the "Map of the Salt Marsh and Tide Lands and Lands lying under water South of Second Street and situate in the City and County of San Francisco," certified March 19, 1870 by the Board of Tide Land Commissioners and approved March 4, 1870 by Order No. 911 of the Board of Supervisors of the City and County of San Francisco.

PARCEL 6: All that portion of Ebert Avenue lying between the southeasterly line of Griffith Street and the Tide Land Survey Line as said line is shown on the "Map of the Salt Marsh and Tide Lands and Lands lying under water South of Second Street and situate in the City and County of San Francisco," certified March 19, 1870 by the Board of Tide Land Commissioners and approved March 4, 1870 by Order No. 911 of the Board of Supervisors of the City and County of San Francisco.

PARCEL 7: All that portion of Fitzgerald Avenue lying between the southeasterly line of Griffith Street and the Tide Land Survey Line as said line is shown on the "Map of the Salt Marsh and Tide Lands and Lands lying under water South of Second Street and situate in the City and County of San Francisco," certified March 19, 1870 by the Board of Tide Land Commissioners and approved March 4, 1870 by Order No. 911 of the Board of Supervisors of the City and County of San Francisco.

EXCEPTING AND RESERVING THEREFROM, to the City and County of San Francisco, a municipal corporation, an easement for the construction, reconstruction, maintenance, use and repair of sewers and water pipe lines within the following described portions of said parcels Nos. 3, 4 and 7:

BEGINNING at a point on the southeasterly line of Hayes Street, distant thereon 32.50 feet southwesterly from the northeasterly line of Fitzgerald Avenue; thence running southeasterly along said southeasterly line of Hayes Street 18 feet; thence at a right angle southeasterly, parallel to said northeasterly line of Fitzgerald Avenue 622 feet; thence at a right angle southwesterly, parallel to the northwesterly line of Griffith Street, 132.50 feet; thence at a right angle southeasterly 26 feet; thence at a right angle northeasterly 108 feet to the southwesterly line of Fitzgerald Avenue; thence southeasterly along said parallel line 248.212 feet to the Tide Land Survey Line as said line is shown on the "Map of the Salt Marsh and Tide Lands and Lands lying under water South of Second Street and situate in the City and County of San Francisco," certified March 19, 1870 by the Board of Tide Land Commissioners and approved March 4, 1870 by Order No. 911 of the Board of Supervisors of the City and County of San Francisco; thence northeasterly along said Tide Land Survey Line 22.585 feet to a point on a line which is parallel with and perpendicularity distant 24.90 feet southwesterly from said northeasterly line of Fitzgerald Avenue; thence northeasterly along said parallel line, 118.352 feet; thence at a right angle northeasterly 30 feet to said northeasterly line of Fitzgerald Avenue; thence at a right angle northwesterly along said northeasterly line of Fitzgerald Avenue and its production northwesterly, 180 feet; thence at a right angle southwesterly 32.50 feet; thence at a right angle northwesterly, parallel to said northeasterly line of Fitzgerald Avenue, 824 feet to the point of beginning.

WHEREAS, said portions of said Donner Avenue, Ebert Avenue, Fitzgerald Avenue and Griffith Street, are unnecessary for present or prospective street purposes.

NOW, THEREFORE, BE IT RESOLVED, That it is the intention of this Board of Supervisors to order the vacation of the above described portions of Donner Avenue, Ebert Avenue, Fitzgerald Avenue and Griffith Street.

Said vacation shall be done and made in the manner and in accordance with the provisions of the Street Vacation Act of 1941 of the State of California, as amended, and notice is hereby given that on the 2nd day of June, 1958, beginning at 3:00 P.M., the Board of Supervisors will hear all persons interested in or objecting to the proposed vacation.

Upon vacation the Mayor and the Clerk of the Board of Supervisors are hereby authorized and directed to execute and deliver to The Housing Authority of the City and County of San Francisco, the sole abutting owner, a quitclaim deed to the City's interest in the vacated street areas.

As reported by the Department of City Planning under date of September 16, 1957, the proposed vacation is not in conflict with the Master Plan.

The Clerk of this Board is hereby directed to transmit to the Department of Public Works a certified copy of this resolution, and the Department of Public Works is hereby directed to give notice of such contemplated vacation in the manner required by law.

I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco at its meeting of May 5, 1958.

ROBERT J. DOLAN, Clerk. Approved, May 7, 1958. HAROLD S. DOBBS, Acting Mayor. May 8, 1958-11

VACATION OF CERTAIN PORTIONS OF DONNER AVENUE, EGBERT AVENUE, FITZGERALD AVENUE AND GRIFFITH STREET, SAN FRANCISCO.

Resolution No. 493-58

WHEREAS, On May 5, 1958, this Board adopted Resolution No. 395-58, approved by the Mayor on May 7, 1958, being a Resolution of a declaration of intention to order the vacation of certain portions of Donner Avenue, Ebert Avenue, Fitzgerald Avenue and Griffith Street, San Francisco, described therein according to map on file in the office of the Clerk of the Board of Supervisors;

WHEREAS, The Clerk of this Board did transmit to the Department of Public Works of the City and County of San Francisco, a certified copy of Resolution No. 395-58, and said Department did upon receipt of said Resolution advise to be posted in the manner and as required by law, notice of the passage of said Resolution; and

WHEREAS, When said matter was considered as scheduled by this Board at its regular meeting held in the City Hall, San Francisco, on June 2, 1958, beginning at 2:30 P.M., no persons protested or objected to the said proposed vacation; and

WHEREAS, The public interest and convenience require said vacation to be done as described in Resolution No. 395-58; and

WHEREAS, Under date of September 16, 1957, the Department of City Planning reported that such vacation is not in conflict with the Master Plan; and

WHEREAS, The Board of Supervisors has acquired jurisdiction to order said vacation.

NOW, THEREFORE, BE IT RESOLVED, That the said portions of said Donner Avenue, Ebert Avenue, Fitzgerald Avenue and Griffith Street, be and hereby are vacated, reserving to the City the easement set forth in said Resolution No. 395-58.

BE IT FURTHER RESOLVED, That the Mayor and the Clerk of the Board of Supervisors are authorized and directed to execute and deliver to The Housing Authority of the City and County of San Francisco, the sole abutting owner, a quitclaim deed to the City's interest in said vacated portions of said streets.

The Clerk of this Board is hereby directed to transmit to the Recorder and the Department of Public Works a certified copy of this Resolution, and the said Recorder and Department of Public Works are hereby directed to proceed therewith as required by law.

I hereby certify that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco at its meeting of June 5, 1958.

ROBERT J. DOLAN, Clerk. Approved, June 5, 1958. GEORGE CHRISTOPHER, Mayor. June 7, 1958-17

58

12112 AUG 1958

STATE OF CALIFORNIA )  
CITY AND COUNTY OF SAN FRANCISCO ) ss.

On the 8th day of July, in the year One Thousand Nine Hundred Fifty-eight, before me, MARTIN MONGAN, County Clerk of the City and County of San Francisco, and ex officio Clerk of the Superior Court of the State of California, in and for the City and County of San Francisco, personally appeared GEO. CHRISTOPHER Mayor of the City and County of San Francisco, a municipal corporation, and ROBERT J. DOLAN, Clerk of the Board of Supervisors of the City and County of San Francisco, known to me to be the Mayor and the Clerk of the Board of Supervisors of the municipal corporation described in and who executed the within instrument and also known to me to be the persons who executed it on behalf of the municipal corporation therein named, and they and each of them acknowledged to me that such municipal corporation executed the same.

65

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, State of California, the day and year in this certificate first above written.

H12112

BOOK 7350 PAGE 527

Martin Mongan  
County Clerk of the City and County of San Francisco, State of California and ex officio Clerk of the Superior Court of the State of California, in and for the City and County of San Francisco.

RECORDED AT REQUEST OF  
Housing Authority, CCSF  
At 12 Min. Past 1 P.M.  
AUG 19 1958  
City and County of San Francisco, California  
Thos. G. Toomey  
RECORDER 520



12112 AUG 19 1958

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Carroll  
Pt. 1

PARCEL NO.	NAME OF OWNER	(Power of Atty)	NO.	BOOK NO.	PAGE NO.
5	G. Franchini & N.H. Prusch		606	606	356
"	"		190	190	357
7 & 19	Marvin & Warren Sugarman		50	50	565
8	O & Anna Mounson	"	640	640	72
"	"	"	664	664	73
24	Francis M. Molera	"	664	664	242
"	"	"	664	664	242
22-40 & 66	Madeline & Ray Burke	"	664	664	242
"	"	"	664	664	242
23	Masonic Homes of Calif.	"	664	664	190
25	Crocker First Nat'l Bank	"	664	664	191
26	Wentworth & Inez Wright	"	664	664	595
"	"	"	664	664	584
27	Gladys & Walter Burke	"	664	664	308
"	"	"	664	664	309
28	Patricia Bullivant	"	664	664	453
"	"	"	664	664	454
29	Margaret J. Godwin	"	664	664	569
"	"	"	664	664	570
39	Rigney Estate Co.	"	664	664	464
"	"	"	664	664	465
41	Lora D. Patterson	"	664	664	64
"	"	"	664	664	65
42	Edith A. Wilde	"	664	664	61
"	"	"	664	664	62
46	Donald & Eherwin Mackenzie	"	664	664	591
"	"	"	664	664	592
47	Leo & Cornelia Del Bon	"	664	664	49
"	"	"	664	664	50
50	Marie Beirne	"	664	664	482
"	"	"	664	664	J.C.
51	Vernon & Pearl Costa	"	664	664	
"	"	"	664	664	
53 & 53A	Jno. Miller & Goldie Matson	"	664	664	
"	"	"	664	664	
* 55	Gugliarino & Marianna Marchi	"	664	664	
"	"	"	664	664	

Page 16

<u>PARCEL NO.</u>	<u>NAME OF OWNER</u>	<u>RECORDERS FILE NO.</u>	<u>BOOK NO.</u>	<u>PAGE NO.</u>
54	Thomas & Mary Loftus	D-83235	6634	353
57	Joseph Feinberg	D-70842	6600	68
"	"	D-70843	6600	69
58	Putro & Anita Pellerano	E-7585	6668	190
61	Fred & Charlotte Wills	D-64810	6583	166
65	Virginia Wales	D-65175	6584	189
67	Frank & Frances Pape	D-64966	6583	442
68	Melville Gilbert & Max Rabinovich	D-66139	6586	594
69	Vivian Pittman	D-67265	6590	124
70	Calvin Brown & Edna Brown Sled	D-67837	6591	534
71-72-73	Arthur & Nickie Anderson	D-1841	6602	480
74	Isom & Arizona Pettus	D-64562	6582	309
75 & 76	Willie & Leana Johnson & Leana Warmsley	D-64967	6583	443
77	Salarac Land Co.	D-72043	6603	251
84	Western Title Ins. & Guaranty Co.	D-80351	6626	311

\* Out of numerical order

The following have been added to the above list: CAL 1-18 (4)

44	Joseph Ribarsky	E-38305	6752	172
45	Samuel Reade Cirk	E-38306	6752	173
48	Harry Chestni	E-32836	6734	171
( 52	Frank O'Neil	E-40903	6755	176
( 52	Frank O'Neil	E-40902	6759	176





AMY

For value received, G. FRANCHINI and NEVA FRANCHINI, his wife, and N. H. PRUSCH and GRACE PRUSCH, his wife

GRANT \_\_\_\_\_ to HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

all that real property situate in the City and County of San Francisco, State of California, described as follows:

COMMENCING at the point of intersection of the southwesterly line of Carroll Avenue and the northwesterly line of Griffith Street; running thence southwesterly and along said line of Griffith Street, 200 feet to the northeasterly line of Donner Avenue; thence at a right angle northwesterly and along said line of Donner Avenue, 75 feet; thence at a right angle northeasterly 200 feet to the southwesterly line of Carroll Avenue; thence at a right angle southeasterly and along said line of Carroll Avenue, 75 feet to the point of commencement.  
BEING part of Block No. 511, BAY VIEW HOMESTEAD ASSOCIATION.

182

Dated March 21<sup>st</sup> 1955

Grace Prusch  
N.H. Prusch  
G. Franchini  
Neva Franchini

STATE OF CALIFORNIA

County of San Francisco  
On March 22<sup>nd</sup> 1955

before me, Irene Crespi, a Notary Public, in and for said San Francisco County and State, personally appeared G. Franchini, Neva Franchini, N.H. Prusch and Grace Prusch whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Irene Crespi  
Notary Public

My commission expires June 3, 1959

When recorded Name HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO  
Address SAN FRANCISCO  
City SAN FRANCISCO State CA

FORM 73A 1-53 Appl. No. CAL 1-18

For Recorder's Use Only  
**D73208**  
 BOOK 6606 PAGE 356  
 RECORDED AT REQUEST OF  
 WESTERN TITLE INS. & GUAR. CO.  
 MAY 4 2 33 PM '55  
 SAN FRANCISCO, CALIF.  
Thor C. Zoney  
 RECORDER  
 4 190

73208 MAY-4-55

X68305

HOUSING AUTHORITY  
OF THE CITY AND COUNTY OF  
SAN FRANCISCO

CAL 1-18  
PARCEL

[Faint, illegible text, likely a title block or header for a document.]

MAY 4 1955

*Handwritten:* D 73209  
Deed # 5

ASSIGNMENT Rele 7

*Handwritten:* Gabriel Francisco

*Handwritten:* Mrs. H. Francisco

*Handwritten:* Grace

*Handwritten:* CG - 70 -

Housing Authority of the City & County of S. F.

*Handwritten:* 0

POWER OF ATTORNEY

47

*Handwritten:* Gabriel Francisco

*Handwritten:* Mrs. H. Francisco

*Handwritten:* Grace

Housing Authority of the City & County of S. F.

BOOK 6606 PAGE 357

MAY 4 - 1955

*Handwritten:* 281 29



Parcel # 5

RELEASE AND ASSIGNMENT TO THE HOUSING AUTHORITY  
OF THE CITY AND COUNTY OF SAN FRANCISCO OF ALL  
INTEREST IN CERTAIN REAL PROPERTY TOGETHER WITH  
POWER OF ATTORNEY

WHEREAS, the undersigned and the Housing Authority of the City and County of San Francisco have entered an agreement whereby the undersigned has agreed to sell certain real property to the Housing Authority of the City and County of San Francisco; and

WHEREAS, said real property, hereinafter described, is subject to a certain judgment in favor of the United States (recorded on July 9, 1943 3988 O.R. 27 of the City and County of San Francisco) in the action entitled United States of America v. Certain Parcels of Land, U. S. District Court of California, No. 22643-R; and

WHEREAS, the United States has not terminated its right to possession of said real property by virtue of said action; now, therefore

The undersigned, in consideration of the purchase by the Housing Authority of the City and County of San Francisco of the title and interest of the undersigned in and to said real property and the payment to the undersigned of the agreed purchase price and for other good and valuable considerations, agrees as follows:

1. The undersigned hereby assigns, quitclaims, and transfers to the Housing Authority of the City and County of San Francisco, any and all right, title, interest in and to the said real property, and any and all claims for payments whether by way of rent, damages, or otherwise, heretofore, now, or hereafter due or arising or to become due or payable from the United States or any agency thereof by virtue of the use or occupancy of said real property by the United States or arising out of said action above described or for any other reason.

2. The undersigned understands and agrees that by selling the property hereinafter described to the Housing Authority of the City and County of San Francisco and by executing this instrument, the undersigned, sells, transfers, and assigns to the Housing Authority all right, title, interest, and claim in and to said real property and in or to any and all claims and demands against the United States or any agency thereof by virtue of use or occupancy of said real

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73209 MAY-455

property by the United States or arising out of or in connection with said action in the United States District Court above described.

3. The undersigned hereby constitutes and appoints the Housing Authority of the City and County of San Francisco, his (her or their) attorney in fact with full power to enter, make and execute for and on behalf of the undersigned and in the name of the undersigned a termination agreement or any other agreement with the United States or any agency thereof with respect to said real property and said action, to compromise, adjust, settle and release on behalf of and in the name of the undersigned any and all claims, demands and causes of action for rent, use and occupancy of said land, taxes and damages, and to enter, make and execute any and all other instruments, releases, satisfactions of judgment, or other documents for, on behalf of, and in the name of the undersigned with the United States or any agency thereof in connection with said action in the United States District Court or the real property hereinafter described. This power of attorney is irrevocable.

4. In this connection the undersigned understands that any and all payments and damages from the United States in connection with the use and occupancy of said real property or the above action have been sold, assigned and transferred to the said Housing Authority and directs that said payments, if any, shall be made and paid by the United States or any agency thereof to the said Housing Authority for its account and use and the said Housing Authority shall as the attorney in fact for the undersigned make and give to the United States and any agency thereof, good and sufficient receipts and releases and satisfactions therefor.

5. The real property covered by this instrument and sold by the undersigned to the Housing Authority is situate in the City and County of San Francisco, State of California, and is particularly described as follows:

73209

5-4-55

119

COMMENCING at the point of intersection of the southwesterly line of Carroll Avenue and the northwesterly line of Griffith Street; running thence southwesterly and along said line of Griffith Street, 200 feet to the northeasterly line of Donner Avenue; thence at a right angle northwesterly and along said line of Donner Avenue, 75 feet; thence at a right angle northeasterly 200 feet to the southwesterly line of Carroll Avenue; thence at a right angle southeasterly and along said line of Carroll Avenue, 75 feet to the point of commencement. BEING part of Block No. 511, BAY VIEW HOMESTEAD ASSOCIATION.

Dated: 14th 25, 1955, San Francisco, California

RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.  
MAY 4 2 33 P 55

SAN FRANCISCO, CALIF.  
*John A. Downey*  
RECORDER

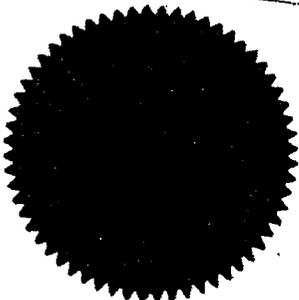
11 3.10

*Gabriel Franchini*  
*Mera Franchini*  
*Grace Prusch*  
*N.H. Prusch*

D73209  
BOOK 6606 PAGE 357

(This instrument should be acknowledged by each party before a Notary Public in and for the City and County of San Francisco, California, in the form as in the case of deeds of real property.)

STATE OF CALIFORNIA, } ss.  
City and County of San Francisco }  
On this 14th day of May, 1955



I, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Gabriel Franchini, Mera Franchini, Grace Prusch and N.H. Prusch his husband known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.  
*Drene*  
Notary Public in and for the City and County of San Francisco

My Commission Expires January 3, 1959

Order No.

When recorded mail to

Recorder's  
File No. **A. 67519. 9**

#7+19

**GRANT DEED**

*Phyllis J. ...*  
*Marion A. ...*  
TO " X

Housing Authority of the City & County of S. F.

Recorded at the Request of

\_\_\_\_\_ 19\_\_

at \_\_\_\_\_ min. past \_\_\_\_\_ o'clock \_\_\_\_\_ M.,

in Volume \_\_\_\_\_ of \_\_\_\_\_ page \_\_\_\_\_

County Recorder  
**BOOK 6590 PAGE 565**

Recorder.

By **APR 13 1955**  
Deputy Recorder.

Fee \$ \_\_\_\_\_

INDEXED	COPIED	PAID	COMPAED
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**WESTERN TITLE INSURANCE  
AND GUARANTY COMPANY**

CIVIC CENTER OFFICE:  
CORNER VAN NESS AVENUE AND GROVE STREET  
DOWNTOWN OFFICE:  
126 MONTGOMERY STREET  
SAN FRANCISCO  
TELEPHONE UNDERHILL 3-0750



For value received, MARVIN SUGARMAN and WARREN ARMAND SUGARMAN, also known as WARREN A. SUGARMAN,

GRANT to HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

all that real property situate in the City and County of San Francisco, State of California, described as follows:

PARCEL 7: COMMENCING at a point on the southwesterly line of Carroll Avenue distant thereon 75 feet southeasterly from the southeasterly line of Hawes Street; running thence southeasterly and along said line of Carroll Avenue, 150 feet; thence at a right angle southwesterly 200 feet to the northeasterly line of Donner Avenue; thence at a right angle northwesterly and along said line of Donner Avenue, 100 feet; thence at a right angle northeasterly 100 feet; thence at a right angle northwesterly 50 feet; thence at a right angle northeasterly 100 feet to the point of commencement. BEING part of Block No. 511, BAY VIEW HOMESTEAD ASSOCIATION.

PARCEL 19: COMMENCING at a point on the northeasterly line of Donner Avenue distant thereon 75 feet southeasterly from the southeasterly line of Hawes Street; running thence southeasterly and along said line of Donner Avenue, 25 feet; thence at a right angle northeasterly 100 feet; thence at a right angle northwesterly 25 feet; thence at a right angle southwesterly 100 feet to the point of commencement. BEING part of Block No. 511, BAY VIEW HOMESTEAD ASSOCIATION.

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Dated MAR 21 1955 19

Warren A. Sugarman  
Marvin Sugarman

STATE OF CALIFORNIA  
City and County of San Francisco  
On March 22, 1955  
before me, Paul M. Martinez, a Notary Public,  
in and for said City, County and State, personally appeared  
Marvin Sugarman  
Warren Armand Sugarman  
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Paul M. Martinez  
Notary Public.  
My commission expires 4-12-58

When recorded mail to:  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_

FORM 73A 1-53 Appl. No. \_\_\_\_\_

For Recorder's Use Only  
D67519  
BOOK 6590 PAGE 565  
RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.  
AT 30 MIN. PAST 8 A. M.  
APR 13 1955  
Liber \_\_\_\_\_ Official Records p. \_\_\_\_\_  
City and County of San Francisco, California  
By [Signature] / 90  
RECORDER

67519 APR 13 1955

Order No. \_\_\_\_\_  
When recorded mail to \_\_\_\_\_

*D 70844*

Recorder's File No. *261* **10**

**GRANT DEED**

*D. Monson*  
*Anna* TO *Anna* (copy) *1969*

Registering Authority of the City & County of S. F. *69*

Recorded at the Request of \_\_\_\_\_

at \_\_\_\_\_ min. past \_\_\_\_\_ o'clock \_\_\_\_\_ M., 19 \_\_\_\_\_

in Volume \_\_\_\_\_ of \_\_\_\_\_ page \_\_\_\_\_

County Records **BOOK 6600 PAGE 72**

**APR 23 1955** Recorder.

By \_\_\_\_\_ Deputy Recorder.

Fee \$ \_\_\_\_\_

INDEXED	CORRECTED	PAYED	COMPARED
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**WESTERN TITLE INSURANCE AND GUARANTY COMPANY**

CIVIC CENTER OFFICE:  
CORNER VAN NESS AVENUE AND GROVE STREET  
DOWNTOWN OFFICE:  
134 MONTGOMERY STREET  
SAN FRANCISCO  
TELEPHONE UNDERHILL 3-0750

For value received, O. MONSON and ANNA MONSON, his wife,

GRANT to HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

all that real property situate in the City and County of San Francisco, State of California, described as follows:

COMMENCING at the point of intersection of the southwesterly line of Carroll Avenue and the southeasterly line of Hawes Street; running thence southeasterly and along said line of Carroll Avenue, 75 feet; thence at a right angle southwesterly 200 feet to the northeasterly line of Donner Avenue; thence at a right angle northwesterly and along said line of Donner Avenue, 75 feet to said line of Hawes Street; thence at a right angle northeasterly and along said line of Hawes Street, 200 feet to the point of commencement. BEING Lots 8 and 9 in Block No. 511, BAY VIEW HOMESTEAD ASSOCIATION.



158

Dated MAR 15 1955 19

STATE OF CALIFORNIA }  
City & County of San Francisco } ss.

On March 15, 1955,  
before me, Audrey G. Johnson, a Notary Public,  
in and for said City & County and State, personally appeared  
O. Monson and Anna Monson

known to me to be the person(s) whose name(s) subscribed to  
the within instrument, and acknowledged to me that he/she/it executed the same.

*Audrey G. Johnson*  
Notary Public  
My commission expires February 23, 1957

When recorded mail to:  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_

*O. Monson*  
*Anna Monson*

For Recorder's Use Only

**D70844**

BOOK 6600 PAGE 72

RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.  
AT 30 MIN. PAST 8 A. M.

APR 26 1955

City and County of San Francisco, California

*Shea & Zornes*  
RECORDER

70844-1-1-20-55

~~margin~~

B-70845

reed 11

Rel + design x P. cc.

19

O. Morrison +

Uma " +

10

Housing Authority of San Francisco

P. A. 19

O. Morrison +  
Uma 10

Housing Authority S.F.

APR 29 1955

BOOK 6600 PAGE 73

3988-22

+

D-70244

San Francisco, Calif.,

5-20-55

Application No.

467308

To

*Housing Authority*

Address

*440 Turk St*

We enclose the following:

Policy No.

Deed

*O. Johnson*

to

*Housing Authority*

Deed of Trust and Note

to

Mortgage and Note

to

Reconveyance

to

Agreement

Lease

Fire Insurance

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By

*[Signature]*

Q-70845

San Francisco, Calif., 5-20-53

Application No. 468308

To Housing Authority  
Address 440 Jackson St. SF

We enclose the following:

Policy No. \_\_\_\_\_

Deed \_\_\_\_\_ to \_\_\_\_\_

Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_

Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_

Reconveyance \_\_\_\_\_ to \_\_\_\_\_

Agreement \_\_\_\_\_

Lease \_\_\_\_\_

Fire Insurance \_\_\_\_\_

Warrant of Title to Housing Authority

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By DS

FORM 1005

RELEASE AND ASSIGNMENT TO THE HOUSING AUTHORITY  
OF THE CITY AND COUNTY OF SAN FRANCISCO OF ALL  
INTEREST IN CERTAIN REAL PROPERTY TOGETHER WITH  
POWER OF ATTORNEY

---

WHEREAS, the undersigned and the Housing Authority of the City and County of San Francisco have entered an agreement whereby the undersigned has agreed to sell certain real property to the Housing Authority of the City and County of San Francisco; and

WHEREAS, said real property, hereinafter described, is subject to a certain judgment in favor of the United States (recorded on July 9, 1943 3988 O.R. 27 of the City and County of San Francisco) in the action entitled United States of America v. Certain Parcels of Land, U. S. District Court of California, No. 22643-R; and

WHEREAS, the United States has not terminated its right to possession of said real property by virtue of said action; now, therefore

The undersigned, in consideration of the purchase by the Housing Authority of the City and County of San Francisco of the title and interest of the undersigned in and to said real property and the payment to the undersigned of the agreed purchase price and for other good and valuable considerations, agrees as follows:

1. The undersigned hereby assigns, quitclaims, and transfers to the Housing Authority of the City and County of San Francisco, any and all right, title, interest in and to the said real property, and any and all claims for payments whether by way of rent, damages, or otherwise, heretofore, now, or hereafter due or arising or to become due or payable from the United States or any agency thereof by virtue of the use or occupancy of said real property by the United States or arising out of said action above described or for any other reason.

2. The undersigned understands and agrees that by selling the property hereinafter described to the Housing Authority of the City and County of San Francisco and by executing this instrument, the undersigned, sells, transfers, and assigns to the Housing Authority all right, title, interest, and claim in and to said real property and in or to any and all claims and demands against the United States or any agency thereof by virtue of use or occupancy of said real

28

70845 APR 26 55

property by the United States or arising out of or in connection with said action in the United States District Court above described.

3. The undersigned hereby constitutes and appoints the Housing Authority of the City and County of San Francisco, his (her or their) attorney in fact with full power to enter, make and execute for and on behalf of the undersigned and in the name of the undersigned a termination agreement or any other agreement with the United States or any agency thereof with respect to said real property and said action, to compromise, adjust, settle and release on behalf of and in the name of the undersigned any and all claims, demands and causes of action for rent, use and occupancy of said land, taxes and damages, and to enter, make and execute any and all other instruments, releases, satisfactions of judgment, or other documents for, on behalf of, and in the name of the undersigned with the United States or any agency thereof in connection with said action in the United States District Court or the real property hereinafter described. This power of attorney is irrevocable.

4. In this connection the undersigned understands that any and all payments and damages from the United States in connection with the use and occupancy of said real property or the above action have been sold, assigned and transferred to the said Housing Authority and directs that said payments, if any, shall be made and paid by the United States or any agency thereof to the said Housing Authority for its account and use and the said Housing Authority shall as the attorney in fact for the undersigned make and give to the United States and any agency thereof, good and sufficient receipts and releases and satisfactions therefor.

5. The real property covered by this instrument and sold by the undersigned to the Housing Authority is situate in the City and County of San Francisco, State of California, and is particularly described as follows:

76845  
4-26-55

29

COMMENCING at the point of intersection of the southwesterly line of Carroll Avenue and the southeasterly line of Hawes Street; running thence southeasterly and along said line of Carroll Avenue, 75 feet; thence at a right angle southwesterly 200 feet to the northeasterly line of Donner Avenue; thence at a right angle northwesterly and along said line of Donner Avenue, 75 feet to said line of Hawes Street; thence at a right angle northeasterly and along said line of Hawes Street, 200 feet to the point of commencement.  
BEING Lots 8 and 9 in Block No. 511, BAY VIEW HOMESTEAD ASSOCIATION.

Dated: April 21, 1955, San Francisco, California

O. Monson  
Anna Monson

RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.  
AT 30 MIN. PAST 8 A. M.

APR 26 1955

Liber \_\_\_\_\_ Official Records, p. \_\_\_\_\_  
City and County of San Francisco, California

D70845

Mr. A. Zornery  
RECORDER

BOOK 6600 PAGE 73

(The above instrument should be acknowledged by each party before a Notary Public in the same form as in the case of deeds of real property)

STATE OF CALIFORNIA )  
City & County of San Francisco)

On this 21st day of April, 1955 before me, Audrey G. Johnson, a Notary Public in and for the City & County of San Francisco, residing therein duly commissioned and sworn, personally appeared O. Monson and Anna Monson, Known to me to be the the persons whose names subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City & County of San Francisco- the day and year in this certificate first above written.

- 3 -



Audrey G. Johnson  
AUDREY G. JOHNSON  
NOTARY PUBLIC IN AND FOR THE CITY AND COUNTY  
OF SAN FRANCISCO, STATE OF CALIFORNIA  
My Commission Expires February 23, 1957

Order No. 468314  
When recorded mail to

7-7339

Recorder's  
File No. 415

**GRANT DEED**

17 *James M. McLean*  
*McLean*

TO

*X 69*  
*Having authority of his premises.*

Recorded at the Request of

at \_\_\_\_\_ min. past \_\_\_\_\_ o'clock \_\_\_\_\_ M., 19\_\_\_\_

in Volume \_\_\_\_\_ of \_\_\_\_\_ page \_\_\_\_\_

County Records.

**BOOK 6804 PAGE 242**

Recorder.

By \_\_\_\_\_ Deputy Recorder.

Fee \$ \_\_\_\_\_

INDEXED	MAY 9 1955	FILED	COMPALED
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**WESTERN TITLE INSURANCE AND GUARANTY COMPANY**

CIVIC CENTER OFFICE:  
CORNER VAN NESS AVENUE AND ORGUE STREET  
DOWNTOWN OFFICE:  
124 MONTGOMERY STREET  
SAN FRANCISCO  
TELEPHONE UNDERHILL 3-0750

9-72393

San Francisco, Calif.,

cal 1-18-55 201  
5-27-55

Application No.

468314 ✓

To

Housing Authority of SF

Address

440 Folsom St SF

We enclose the following:

Policy No.

Deed ~~Grant~~ Francis M. Molera to Housing Authority

Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_

Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_

Reconveyance \_\_\_\_\_ to \_\_\_\_\_

Agreement \_\_\_\_\_

Lease \_\_\_\_\_

Fire Insurance \_\_\_\_\_

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By

*DS*

FORM 1005



46 R.314

2  
5-72394

Reid  
R.L. Logan. P.D.

17

James M. Weber

To

69

X Housing Authority of the City & County of S.F.

P. Q.

James M. Weber

To

X Housing Authority of the City & County of S.F.

BOOK 6604 PAGE 243

MAY 2 1955

3988-27

RECORDED AT REQUEST OF  
MAY 3 11 45 AM '55

105011

10001 843

D-68156

Cal-184 *Remerally - Parcel*

San Francisco, Calif., 5-6-55 27

Application No. 468317

To Housing Authority  
Address 440 Park St DF

We enclose the following:

Policy No. \_\_\_\_\_

Deed \_\_\_\_\_ to \_\_\_\_\_

Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_

Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_

Reconveyance \_\_\_\_\_ to \_\_\_\_\_

Agreement \_\_\_\_\_

Lease \_\_\_\_\_

Fire Insurance \_\_\_\_\_

Deed of Gift Gladys Burke to Housing Authority

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By DF

FORM 1005

D-72394

San Francisco, Calif., 57210

Application No. 468314

To Housing Authority

Address 440 Jackson St

~~We enclose the following:~~

Policy No. \_\_\_\_\_

Deed \_\_\_\_\_ to \_\_\_\_\_

Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_

Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_

Reconveyance \_\_\_\_\_ to \_\_\_\_\_

Agreement \_\_\_\_\_

Lease \_\_\_\_\_

Fire Insurance \_\_\_\_\_

~~Deed~~ Frances Antolera to Housing Authority

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By DS

FORM 1005

3

RELEASE AND ASSIGNMENT TO THE HOUSING AUTHORITY  
OF THE CITY AND COUNTY OF SAN FRANCISCO OF ALL  
INTEREST IN CERTAIN REAL PROPERTY TOGETHER WITH  
POWER OF ATTORNEY

62

WHEREAS, the undersigned and the Housing Authority of the City and County of San Francisco have entered an agreement whereby the undersigned has agreed to sell certain real property to the Housing Authority of the City and County of San Francisco; and

WHEREAS, said real property, hereinafter described, is subject to a certain judgment in favor of the United States (recorded on July 9, 1943 3988 O.R. 27 of the City and County of San Francisco) in the action entitled United States of America v. Certain Parcels of Land, U. S. District Court of California, No. 22643-R; and

WHEREAS, the United States has not terminated its right to possession of said real property by virtue of said action; now, therefore

The undersigned, in consideration of the purchase by the Housing Authority of the City and County of San Francisco of the title and interest of the undersigned in and to said real property and the payment to the undersigned of the agreed purchase price and for other good and valuable considerations, agrees as follows:

1. The undersigned hereby assigns, quitclaims, and transfers to the Housing Authority of the City and County of San Francisco, any and all right, title, interest in and to the said real property, and any and all claims for payments whether by way of rent, damages, or otherwise, heretofore, now, or hereafter due or arising or to become due or payable from the United States or any agency thereof by virtue of the use or occupancy of said real property by the United States or arising out of said action above described or for any other reason.

2. The undersigned understands and agrees that by selling the property hereinafter described to the Housing Authority of the City and County of San Francisco and by executing this instrument, the undersigned, sells, transfers, and assigns to the Housing Authority all right, title, interest, and claim in and to said real property and in or to any and all claims and demands against the United States or any agency thereof by virtue of use or occupancy of said real

72394 MAY-255

property by the United States or arising out of or in connection with said action in the United States District Court above described.

3. The undersigned hereby constitutes and appoints the Housing Authority of the City and County of San Francisco, his (her or their) attorney in fact with full power to enter, make and execute for and on behalf of the undersigned and in the name of the undersigned termination agreement or any other agreement with the or any agency thereof with respect to said real property action, to compromise, adjust, settle and release on behalf in the name of the undersigned any and all claims, demands of action for rent, use and occupancy of said land, taxes and to enter, make and execute any and all other instruments satisfactions of judgment, or other documents for, on behalf in the name of the undersigned with the United States or thereof in connection with said action in the United States Court or the real property hereinafter described. This power of attorney is irrevocable.

4. In this connection the undersigned understands that all payments and damages from the United States in connection with the use and occupancy of said real property or the above have been sold, assigned and transferred to the said Housing Authority and directs that said payments, if any, shall be made and paid to the United States or any agency thereof to the said Housing Authority for its account and use and the said Housing Authority shall as attorney in fact for the undersigned make and give to the United States and any agency thereof, good and sufficient receipts and releases and satisfactions therefor.

5. The real property covered by this instrument and sold by the undersigned to the Housing Authority is situate in the City and County of San Francisco, State of California, and is particularly described as follows:

RECORDED

MAY 2 1955

9988-27

COMMENCING at a point on the southwesterly line of Donner Avenue, distant thereon 75 feet northwesterly from the northwesterly line of Griffith Street; running thence northwesterly and along said line of Donner Avenue, 75 feet; thence at a right angle southwesterly 200 feet to the northeasterly line of Egbert Avenue; thence at a right angle southeasterly and along said line of Egbert Avenue, 75 feet; thence at a right angle northeasterly 200 feet to the point of commencement.

BEING part of Block No. 514, HAY VIEW HOMESTEAD ASSOCIATION.

Dated: April 27, 1955, San Francisco, California

Frances M. Molera

RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.

MAY 2 11 55 A 55

SAN FRANCISCO, CALIF.

Shea A. Stoney  
RECORDER

2.50

D72394

BOOK 6604 PAGE 243

(The above instrument should be acknowledged by each party before a Notary Public in the same form as in the case of deeds of real property)

STATE OF CALIFORNIA,  
City and County of San Francisco } ss.

On this 27th day of April in the year one thousand nine hundred and fifty-five

before me, BEATRICE C. TAIT, a Notary Public in and for the

City and County of San Francisco, State of California,

residing therein, duly commissioned and sworn, personally appeared

FRANCES M. MOLERA

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written.

Notary Public in and for the City and County of San Francisco State of California.

Order No.

When recorded mail to

440 Jusk

428341  
08 3 21  
768 3/2

Recorder  
File No.

CALL 1-8 22-40-66  
J. 65176 12

**GRANT DEED**

*Public's Guide of  
Day's*  
TO - ✓

Housing Authority of the City & County of S.F.

Recorded at the Request of

at \_\_\_\_\_ min. past \_\_\_\_\_ o'clock \_\_\_\_\_ AM  
in Volume \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ page \_\_\_\_\_

County Records.

BOOK 6584 PAGE 190

Recorder

By \_\_\_\_\_ Deputy Recorder

Fee \$ \_\_\_\_\_

INDEXED	COPIED	PASSED	COMPARSED
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**WESTERN TITLE INSURANCE  
AND GUARANTY COMPANY**

CIVIC CENTER OFFICE  
CORNER VAN NESS AVENUE AND GROVE STREET  
DOWNTOWN OFFICE: 440 Jusk  
1840 HUNTERS STREET  
SAN FRANCISCO  
TELEPHONE UNDERHILL 3-0750

D-65176

# 22-40+66

San Francisco, Calif., # 27-55

Application No. (468347)  
468347  
468312 ✓

To Housing Authority

Address 440 S. Park St.

We enclose the following:

Policy No. \_\_\_\_\_  
Grant Madeline Burke to Housing Authority  
Deed \_\_\_\_\_

Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_

Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_

Reconveyance \_\_\_\_\_ to \_\_\_\_\_

Agreement \_\_\_\_\_

Lease \_\_\_\_\_

Fire Insurance \_\_\_\_\_

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By [Signature]

FORM 1005

BOOK 6584 PAGE 190

22-40-66

For value received, MADELINE BURKE and RAY T. BURKE, her husband,

GRANT \_\_\_\_\_ to HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

all that real property situate in the City and County of San Francisco, State of California, described as follows:

PARCEL 22:

COMMENCING at the point of intersection of the southwesterly line of Donner Avenue and the northwesterly line of Griffith Street; running thence northwesterly and along said line of Donner Avenue, 50 feet; thence at a right angle southwesterly 100 feet; thence at a right angle southeasterly 50 feet to the northwesterly line of Griffith Street; thence at a right angle northeasterly along said line of Griffith Street, 100 feet to the point of commencement.

BEING part of Lot No. 1 in Block No. 514, BAY VIEW HOMESTEAD ASSOCIATION.

PARCEL 40:

COMMENCING at a point on the northeasterly line of Egbert Avenue, distant thereon 75 feet southeasterly from the southeasterly line of Hawes Street; running thence southeasterly along said line of Egbert Avenue, 75 feet; thence at a right angle northeasterly 100 feet; thence at a right angle northwesterly 75 feet; thence at a right angle southwesterly 100 feet to the point of commencement.

BEING Lot 10, in Block 514, BAY VIEW HOMESTEAD ASSOCIATION.

PARCEL 66:

COMMENCING at a point on the northeasterly line of Fitzgerald Avenue, distant thereon 75 feet southeasterly from the southeasterly line of Griffith Street; running thence southeasterly and along said line of Fitzgerald Avenue, 75 feet; thence at a right angle northeasterly 100 feet; thence at a right angle northwesterly 75 feet; thence at a right angle southwesterly 100 feet to the point of commencement.

BEING Lot No. 10 in Block No. 533, BAY VIEW HOMESTEAD ASSOCIATION.



156

Dated MAR 15 1955 19

*Madelise Burke*  
*Ray T. Burke*

STATE OF CALIFORNIA  
City of *San Francisco* County of *San Francisco*  
On *March 22* 19*55*  
before me *Paul J. Maritz*, a Notary Public,  
in and for said *City of San Francisco* County and State, personally appeared

*Madelise Burke and*  
*Ray T. Burke, her husband*  
known to me to be the person whose name is subscribed to  
the within instrument, and acknowledged to me that they executed the same.

*Paul J. Maritz*  
Notary Public

My commission expires *4-12-56*

When recorded mail to:  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_

FORM 70A 1-53 Appl. No. \_\_\_\_\_

For Recorder's Use Only

**D65176**

BOOK 6584 PAGE 190

RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.

APR 4 12 38 PM '55

SAN FRANCISCO, CALIF.

*W. G. Rooney*  
RECORDER

7 2.00

65176 APR-4-55

D-65777

Parcelo 22-40-64  
San Francisco, Calif., 535 Col 1-184  
Application No. 468312 Double

To Housing Authority  
Address 440 Turk Street SF

We enclose the following:

Policy No. \_\_\_\_\_  
Deed \_\_\_\_\_ to \_\_\_\_\_  
Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_  
Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_  
Reconveyance \_\_\_\_\_ to \_\_\_\_\_  
Agreement \_\_\_\_\_  
Lease \_\_\_\_\_

Fire Insurance  
By Ray T. Burke To Housing Authority

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By [Signature]

FORM 1005

3

RELEASE AND ASSIGNMENT TO THE HOUSING AUTHORITY  
OF THE CITY AND COUNTY OF SAN FRANCISCO OF ALL  
INTEREST IN CERTAIN REAL PROPERTY TOGETHER WITH  
POWER OF ATTORNEY

59

WHEREAS, the undersigned and the Housing Authority of the City and County of San Francisco have entered an agreement whereby the undersigned has agreed to sell certain real property to the Housing Authority of the City and County of San Francisco; and

WHEREAS, said real property, hereinafter described, is subject to a certain judgment in favor of the United States (recorded on July 9, 1943 3988 O.R. 27 of the City and County of San Francisco) in the action entitled, United States of America v. Certain Parcels of Land, U. S. District Court, Northern District of California, No. 22643-R; and

WHEREAS, the United States has not terminated its right to possession of said real property by virtue of said action; now, therefore

The undersigned, in consideration of the purchase by the Housing Authority of the City and County of San Francisco of the title and interest of the undersigned in and to said real property and the payment to the undersigned of the agreed purchase price and for other good and valuable considerations, agrees as follows:

1. The undersigned hereby assigns, quitclaims, and transfers to the Housing Authority of the City and County of San Francisco, any and all right, title, interest in and to the said real property, and any and all claims for payments whether by way of rent, damages, or otherwise, heretofore, now, or hereafter due or arising or to become due or payable from the United States or any agency thereof by virtue of the use or occupancy of said real property by the United States or arising out of said action above described or for any other reason.

2. The undersigned understands and agrees that by selling the property hereinafter described to the Housing Authority of the City and County of San Francisco and by executing this instrument, the undersigned, sells, transfers, and assigns to the Housing Authority

65177 APR-4'55

all right, title, interest, and claim in and to said real property and in or to any and all claims and demands against the United States or any agency thereof by virtue of use or occupancy of said real property by the United States or arising out of or in connection with said action in the United States District Court above described.

3. The undersigned hereby constitutes and appoints the Housing Authority of the City and County of San Francisco, his (her or their) attorney in fact with full power to enter, make and execute for and on behalf of the undersigned and in the name of the undersigned a termination agreement or any other agreement with the United States or any agency thereof with respect to said real property and said action, to compromise, adjust, settle and release on behalf of and in the name of the undersigned any and all claims, demands and causes of action for rent, use and occupancy of said land, taxes and damages, and to enter, make and execute any and all other instruments, releases, satisfactions of judgment, or other documents for, on behalf of, and in the name of the undersigned with the United States or any agency thereof in connection with said action in the United States District Court or the real property hereinafter described. This power of attorney is irrevocable.

4. In this connection the undersigned understands that any and all payments and damages from the United States in connection with the use and occupancy of said real property or the above action have been sold, assigned and transferred to the said Housing Authority and directs that said payments, if any, shall be made and paid by the United States or any agency thereof to the said Housing Authority for its account and use and the said Housing Authority shall as the attorney in fact for the undersigned make and give to the United States and any agency thereof, good and sufficient receipts, releases and satisfactions therefor.

65177

4-4-55

5. The real property covered by this instrument and sold by the undersigned to the Housing Authority is situate in the City and County of San Francisco, State of California, and is particularly described as follows:

COMMENCING at the point of intersection of the southwesterly line of Donner Avenue and the northwesterly line of Griffith Street; running thence northwesterly and along said line of Donner Avenue 50 feet; thence at a right angle southwesterly 100 feet; thence at a right angle southeasterly 50 feet to the northwesterly line of Griffith Street; thence at a right angle northeasterly along said line of Griffith Street 100 feet to the point of commencement.

BEING part of Lot No. 1 in Block No. 514 Bay View Homestead Association.

COMMENCING at a point on the northeasterly line of Egbert Avenue distant thereon 75 feet southeasterly from the southeasterly line of Hawes Street; running thence southeasterly along said line of Egbert Avenue 75 feet; thence at a right angle northeasterly 100 feet; thence at a right angle northwesterly 75 feet; thence at a right angle southwesterly 100 feet to the point of commencement.

Being Lot 10, in Block 514, Bay View Homestead Association.

COMMENCING at a point on the northeasterly line of Fitzgerald Avenue distant thereon 75 feet southeasterly from the southeasterly line of Griffith Street; running thence southeasterly and along said line of Fitzgerald Avenue 75 feet; thence at a right angle northeasterly 100 feet; thence at a right angle northwesterly 75 feet; thence at a right angle southwesterly 100 feet to the point of commencement.

BEING Lot No. 10 in Block No. 533, Bay View Homestead Association.

April 1<sup>st</sup>, 1955, San Francisco, California

*Ray T. Burke*  
*Madelaine Burke*

65177

4-4-55

STATE OF CALIFORNIA  
 County of San Francisco  
 1st day of April  
 Betty Morris ss.

On this 1st day of April, 1955, in the year one thousand nine hundred and fifty-five, I, the undersigned, a Notary Public in and for the County of San Francisco, California, do hereby certify that the foregoing instrument was duly acknowledged by each party before a Notary Public in the case of deeds of real property.

RAY T. BURKE  
 Notary Public  
 My Commission Expires \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand and seal at the City of San Francisco, California, this 1st day of April, 1955.

Notary Public - General  
 (C. S. 1189)



5. The real property covered by this instrument and sold by the undersigned to the Housing Authority is situate in the City and County of San Francisco, State of California, and is particularly described as follows:

COMMENCING at the point of intersection of the southwesterly line of Donner Avenue and the northwesterly line of Griffith Street; running thence northwesterly and along said line of Donner Avenue 50 feet; thence at a right angle southwesterly 100 feet; thence at a right angle southeasterly 50 feet to the northwesterly line of Griffith Street; thence at a right angle northeasterly along said line of Griffith Street 100 feet to the point of commencement.

BEING part of Lot No. 1 in Block No. 514 Bay View Homestead Association.

COMMENCING at a point on the northeasterly line of Egbert Avenue distant thereon 75 feet southeasterly from the southeasterly line of Hawes Street; running thence southeasterly along said line of Egbert Avenue 75 feet; thence at a right angle northeasterly 100 feet; thence at a right angle northwesterly 75 feet; thence at a right angle southwesterly 100 feet to the point of commencement.

Being Lot 10, in Block 514, Bay View Homestead Association.

COMMENCING at a point on the northeasterly line of Fitzgerald Avenue distant thereon 75 feet southeasterly from the southeasterly line of Griffith Street; running thence southeasterly and along said line of Fitzgerald Avenue 75 feet; thence at a right angle northeasterly 100 feet; thence at a right angle northwesterly 75 feet; thence at a right angle southwesterly 100 feet to the point of commencement.

BEING Lot No. 10 in Block No. 533, Bay View Homestead Association.

65

5

STATE OF CALIFORNIA } ss.  
 County of San Francisco  
 On this 1st day of April in the year one thousand nine hundred and fifty-five  
 before me, Betty Morris, a Notary Public in and for the City and  
San Francisco, State of California, residing therein,  
 duly commissioned and sworn, personally appeared  
RAY T. BURKE and MADELINE BURKE, his wife,  
 known to me to be the person s whose name s are subscribed to the within instrument  
 and acknowledged to me that they executed the same.  
 IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
 in the City and County of San Francisco the day and year in this  
 certificate first above written.

*Betty Morris*  
 Notary Public in and for the City and County of San Francisco  
 State of California  
 My Commission Expires Oct. 18, 1956

Cowdery's Form No. 32—Acknowledgment—General.  
(C. C. Sec. 1189)

Order No.

When recorded mail to

Recorder's  
File No.

*A. 66114*

(Corporation Grantor)

43 GRANT DEED

*"Phonetic Names of  
California"*

*69*

Housing Authority of the City & County of S. F.

Recorded at the Request of

19\_\_

at \_\_\_\_\_ min. past \_\_\_\_\_ o'clock \_\_\_\_\_ M.,

in Volume \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_

Page

County Records,

BOOK 6586 PAGE 595

Recorder.

By *APR 7 - 1955* Deputy Recorder.

Fee \$ \_\_\_\_\_

INDEXED	COPIED	PAID	COMPLETED
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FOUNDED 1848

INCORPORATED 1862

**TITLE INSURANCE  
AND GUARANTEE COMPANY**

SAN FRANCISCO  
150 MONTGOMERY STREET  
TELEPHONE DOUGLAS 2-2800

*96*

*274*  
*17*  
*278*

RECORDED

APR 7 1955

RECORDED  
APR 7 1955

APR 7 1955

RECORDED

APR 7 1955

D-66140

San Francisco, Calif.,

5-2-55 #23

Application No.

468313

To Housing Authority

Address

440 Park St

JK

We enclose the following:

Policy No. \_\_\_\_\_

Deed

Marine Home of Calif to Housing Authority

Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_

Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_

Reconveyance \_\_\_\_\_ to \_\_\_\_\_

Agreement \_\_\_\_\_

Lease \_\_\_\_\_

Fire Insurance \_\_\_\_\_

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By \_\_\_\_\_

FORM 1005

For value received, MASONIC HOMES OF CALIFORNIA, a corporation,

#23

GRANT S to HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

all that real property situate in the City and County of San Francisco, State of California, described as follows:

COMMENCING at a point on the southwesterly line of Donner Avenue distant thereon 50 feet northwesterly from the northwesterly line of Griffith Street; running thence northwesterly and along said line of Donner Avenue, 25 feet; thence at a right angle southwesterly 100 feet; thence at a right angle southeasterly 25 feet; thence at a right angle northeasterly 100 feet to the point of commencement. BEING part of Block No. 514, BAY VIEW HOMESTEAD ASSOCIATION.



183

IN WITNESS WHEREOF, said corporation has executed these presents by its officers thereunto duly authorized, this 28th day of March, 1955

MASONIC HOMES OF CALIFORNIA, a corporation

By Carl W. Wollenburg President  
By Ray E. Wilson Secretary

STATE OF CALIFORNIA  
City of San Francisco County of San Francisco

On March 29, 1955

before me, Paul M. Maritzen a Notary Public, in and for said San Francisco County and State, personally appeared Carl W. Wollenburg and Ray E. Wilson known to me to be the President and Secretary respectively of the corporation that executed the within instrument, and also known to me to be the person S who executed it on behalf of such corporation and acknowledged to me that such corporation executed the same.

Paul M. Maritzen  
Notary Public  
My commission expires 4-12-56

D66140

BOOK 6586 PAGE 595

RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.  
AT 30 MIN. PAST 8 A. M.

APR 7 - 1955

Liber \_\_\_\_\_ Official Records of \_\_\_\_\_  
City and County of San Francisco, California

Shea & Sonny  
RECORDER

4

1.60

66140 APR 7 1955

461315

00-8051825

Order No.

17

**GRANT DEED**

CORPORATION

*of*  
Dorchester 1st Natl. Bk. of A. S. (Trustee)  
Carrie B. Crocker - (Recd)

*29*  
Kawana W. W. & Co. + Co. of A. S.

Recorded at the Request of

at \_\_\_\_\_ min. past \_\_\_\_\_ o'clock \_\_\_\_\_ M., 19\_\_\_\_

in Volume \_\_\_\_\_ of \_\_\_\_\_ page \_\_\_\_\_

County Records **6626** PAGE **58A**  
BOOK

Recorder.

By \_\_\_\_\_ Deputy Recorder.

Fee \$ \_\_\_\_\_

INDEXED	COPIED	FILED	COMPARSED
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REGISTERED 1924

INCORPORATED 1922

**JUN 3 1955**  
**TITLE INSURANCE**

**AND GUARANTEE COMPANY**  
130 MONTGOMERY STREET  
SAN FRANCISCO  
TELEPHONE DOUGLAS 2-2800

D-80518

San Francisco, Calif.,

Coll. 111 #25  
6-28-55

Application No.

468315

To Housing Authority  
Address 440 Turk St. DF

We enclose the following:

Policy No. \_\_\_\_\_  
Deed Grant Crocker 1st Natl Bk of SF to Housing Authority  
Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_  
Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_  
Reconveyance \_\_\_\_\_ to \_\_\_\_\_  
Agreement \_\_\_\_\_  
Lease \_\_\_\_\_  
Fire Insurance \_\_\_\_\_

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By [Signature]

FORM 1005

80518  
17

Order No.	81
<b>GRANT DEED</b>	
CORPORATION	
Crocker 1st Natl. Bk. of S. F. (deced)	
Carrie B. Crocker - (deced)	
TO	
Housing Authy. of City + Co. of S. F.	
Recorded at the Request of	



For value received, CROCKER FIRST NATIONAL BANK OF SAN FRANCISCO, a national banking association, as Trustee of the Trusts established by the Decree of Final Distribution of the Estate of Carrie Bell Crocker, deceased, (Probate ~~GRANT~~ No. 124352) dated June 5, 1953

GRANTS TO: HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO,

all that real property situate in the \_\_\_\_\_ City and \_\_\_\_\_ County of San Francisco, State of California, described as follows:

COMMENCING at a point on the southwesterly line of Donner Avenue, distant thereon 150 feet northwesterly from the northwesterly line of Griffith Street; running thence northwesterly and along said line of Donner Avenue, 150 feet; thence at a right angle southwesterly 100 feet; thence at a right angle southeasterly 150 feet; thence at a right angle northwesterly 100 feet to the point of commencement.  
BEING part of Block No. 514, BAY VIEW HOMESTEAD ASSOCIATION.

214

IN WITNESS WHEREOF, said corporation has executed these presents by its officers thereunto duly authorized,

this 23rd day of May 1955  
CROCKER FIRST NATIONAL BANK OF SAN FRANCISCO, a national banking association, as Trustee of the Trusts established by the Decree of Final Distribution of the Estate of Carrie Bell Crocker, deceased (Probate No. 124352) dated June 5, 1953.

STATE OF CALIFORNIA

City of San Francisco  
On May 23 1955

*[Signature]*  
By *[Signature]*  
Assistant Vice President  
Assistant Cashier

before me, *[Signature]*  
a Notary Public, in and for said City and County and State, personally appeared *[Signature]* and *[Signature]* known to me to be the President and the Assistant Cashier, respectively, of the corporation that executed the within instrument, and also known to me to be the persons who executed it on behalf of such corporation, and acknowledged to me that such corporation executed the same, and further acknowledged to me that such corporation executed the within instrument pursuant to the resolution of the Board of Directors, as

My commission expires Aug 24 1963  
When recorded mail to:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_

FORM 718 Appl. No. \_\_\_\_\_

For Recorder's Use Only  
D80518  
BOOK 6626 PAGE 584  
RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.  
AT 30 MIN. PAST 8 A. M.  
JUN 3 - 1955  
Liber \_\_\_\_\_ Official Records p. \_\_\_\_\_  
City and County of San Francisco, California  
*[Signature]*  
RECORDER  
4 1.70

80518 JUN-3 '55

D. 69844-18

Beed

Assignment Release of

X *Wentworth J. Wright*

107 X *Greg W. "WJ"*

-15

69

X Housing Authority of the City & County of S. F.

X

**POWER OF ATTORNEY**

*[Signature]*

X *Wentworth J. Wright*

X *Greg W. "WJ"*

-10

69

Housing Authority of the City & County of S. F.

BOOK 6597 PAGE 309

APR 21 1955

3988-27 ✓

468316

RELEASE AND ASSIGNMENT TO THE HOUSING AUTHORITY  
OF THE CITY AND COUNTY OF SAN FRANCISCO OF ALL  
INTEREST IN CERTAIN REAL PROPERTY TOGETHER WITH  
POWER OF ATTORNEY

WHEREAS, the undersigned and the Housing Authority of the City and County of San Francisco have entered an agreement whereby the undersigned has agreed to sell certain real property to the Housing Authority of the City and County of San Francisco; and

WHEREAS, said real property, hereinafter described, is subject to a certain judgment in favor of the United States (recorded on July 9, 1943 3988 O.R. 27 of the City and County of San Francisco) in the action entitled United States of America v. Certain Parcels of Land, U. S. District Court of California, No. 22643-R; and

WHEREAS, the United States has not terminated its right to possession of said real property by virtue of said action; now, therefore

The undersigned, in consideration of the purchase by the Housing Authority of the City and County of San Francisco of the title and interest of the undersigned in and to said real property and the payment to the undersigned of the agreed purchase price and for other good and valuable considerations, agrees as follows:

1. The undersigned hereby assigns, quitclaims, and transfers to the Housing Authority of the City and County of San Francisco, any and all right, title, interest in and to the said real property, and any and all claims for payments whether by way of rent, damages, or otherwise, heretofore, now, or hereafter due or arising or to become due or payable from the United States or any agency thereof by virtue of the use or occupancy of said real property by the United States or arising out of said action above described or for any other reason.

2. The undersigned understands and agrees that by selling the property hereinafter described to the Housing Authority of the City and County of San Francisco and by executing this instrument, the undersigned, sells, transfers, and assigns to the Housing Authority all right, title, interest, and claim in and to said real property and in or to any and all claims and demands against the United States or any agency thereof by virtue of use or occupancy of said real

66

69894 APR 21 '55

property by the United States or arising out of or in connection with said action in the United States District Court above described.

3. The undersigned hereby constitutes and appoints the Housing Authority of the City and County of San Francisco, his (her or their) attorney in fact with full power to enter, make and execute for and on behalf of the undersigned and in the name of the undersigned a termination agreement or any other agreement with the United States or any agency thereof with respect to said real property and said action, to compromise, adjust, settle and release on behalf of and in the name of the undersigned any and all claims, demands and causes of action for rent, use and occupancy of said land, taxes and damages, and to enter, make and execute any and all other instruments, releases, satisfactions of judgment, or other documents for, on behalf of, and in the name of the undersigned with the United States or any agency thereof in connection with said action in the United States District Court or the real property hereinafter described. This power of attorney is irrevocable.

4. In this connection the undersigned understands that any and all payments and damages from the United States in connection with the use and occupancy of said real property or the above action have been sold, assigned and transferred to the said Housing Authority and directs that said payments, if any, shall be made and paid by the United States or any agency thereof to the said Housing Authority for its account and use and the said Housing Authority shall as the attorney in fact for the undersigned make and give to the United States and any agency thereof, good and sufficient receipts and releases and satisfactions therefor.

5. The real property covered by this instrument and sold by the undersigned to the Housing Authority is situate in the City and County of San Francisco, State of California, and is particularly described as follows:

69894

4-21-55

COMMENCING at a point on the southwesterly line of Donner street distant thereon 225 feet southeasterly from the southeasterly line of Hawes street; running thence southeasterly and along said line of Donner street 75 feet; thence at a right angle southwesterly 100 feet; thence at a right angle northwesterly 75 feet; thence at a right angle northeasterly 100 feet to the point of commencement.  
BEING all of Lot No. 5 in Block No. 514, Bay View Homestead Association.

67

Dated: April 13, 1955, San Francisco, California

Frederick H. Wright  
Juey W. Wright

RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.  
APR 21 12 33 P 55

SAN FRANCISCO, CALIF.

Thor A. Toomey 270  
RECORDER

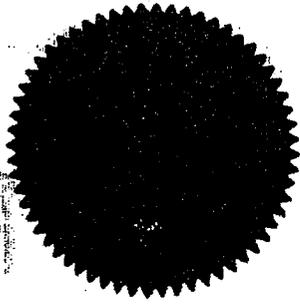
D69894

BOOK 6597 PAGE 309

STATE OF CALIFORNIA,  
City and County of San Francisco

On this 20 day of April

in the year One Thousand Nine Hundred and Forty Five  
before me, IRENE CRESPI, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Wentworth S. Wright and Juey W. Wright



known to me to be the person S and subscribed to the within instrument, and acknowledged to me that the 3 executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Irene Crespi  
Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires January 3, 1959

Order No. 468316  
When recorded mail to

Recorder's File No. 19

D. 64893

**GRANT DEED**

107

*Montross & Wright*  
*69* TO *69*

Noting Authority of the City & County of S. F.

Recorded at the Request of

at \_\_\_\_\_ min. past \_\_\_\_\_ o'clock \_\_\_\_\_ M.,  
in Volume \_\_\_\_\_ of \_\_\_\_\_ page \_\_\_\_\_

County R. 6507 PAGE 308  
BOOK  
APR 21 1965  
Recorder.

By \_\_\_\_\_ Deputy Recorder.

Fee \$ \_\_\_\_\_

INDEXED	COPIED	PAID	COMPARED
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**WESTERN TITLE INSURANCE AND GUARANTY COMPANY**  
CIVIC CENTER OFFICE:  
CORNER VAN NESS AVENUE AND CHOW STREET  
DOWNTOWN OFFICE:  
125 MONTGOMERY STREET  
SAN FRANCISCO  
TELEPHONE UNDERHILL 3-0750

D-69893  
69894

San Francisco, Calif.,

6-28-55

Application No.

468316

To Housing Authority  
Address 440 Turk St SF

We enclose the following:

Policy No. \_\_\_\_\_  
Deed Grant Wentworth A. Wright to Housing Authority

Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_

Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_

Reconveyance \_\_\_\_\_ to \_\_\_\_\_

Agreement \_\_\_\_\_

Lease \_\_\_\_\_

Fire Insurance \_\_\_\_\_  
aggr. ins. co. Reserve - Wentworth A. Wright - to Housing Authority  
Pay A. \_\_\_\_\_

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By D. Schreyer

FORM 1005

275 BOOK 6597 PAGE 308



For value received, Wentworth S. Wright and Inez W. Wright, his wife,

GRANT.....to HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

all that real property situate in the City and County of San Francisco, State of California, described as follows:

COMMENCING at a point on the southwesterly line of Donner Street, distant thereon 225 feet southeasterly from the southeasterly line of Hawes Street; running thence southeasterly and along said line of Donner Street, 75 feet; thence at a right angle southwesterly 100 feet; thence at a right angle northwesterly 75 feet; thence at a right angle northeasterly 100 feet to the point of commencement. BEING all of Lot No. 5 in Block No. 514, Bay View Homestead Association.

153

Dated April 13 1955

*Wentworth S. Wright*  
*Inez W. Wright*

STATE OF CALIFORNIA  
City and County of San Francisco }  
On April 13 1955  
before me, Florence A. Frost, a Notary Public,  
in and for said City and County and State, personally appeared  
Wentworth S. Wright and Inez W. Wright

known to me to be the person<sup>s</sup> whose name<sup>s</sup> are subscribed to the within instrument, and acknowledged to me that he<sup>y</sup> executed the same.

*Florence A. Frost*  
Notary Public

My commission expires January 31, 1957

When recorded mail to:  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Appl. No. \_\_\_\_\_

FORM 73A 1-52

For Recorder's Use Only

D69893  
BOOK 6597 PAGE 308

RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.  
APR 21 12 33 PM '55

SAN FRANCISCO, CALIF.

*4* *Wentworth S. Wright* 176  
RECORDED

69893 APR 21 1955

2. 2.68156 No. 20

*See, Camp*

PPERS

Mail to  
THE AUTHORITY OF  
THE CITY AND COUNTY OF  
SAN FRANCISCO  
440 TOWN

*45*  
*Wanda W. Burke*

*70*

*69*  
Municipal Authority of the City & County of S. F.

**POWER OF ATTORNEY**

*45*  
*Wanda W. Burke*

*W. W. Walker*

*70*

Municipal Authority of the City & County of S. F.

BOOK 6592 PAGE 45A

APR 15 1965

3988-27

468377  
Parcel 27  
Cal 1-184

RELEASE AND ASSIGNMENT TO THE HOUSING AUTHORITY  
OF THE CITY AND COUNTY OF SAN FRANCISCO OF ALL  
INTEREST IN CERTAIN REAL PROPERTY TOGETHER WITH  
POWER OF ATTORNEY

WHEREAS, the undersigned and the Housing Authority of the City and County of San Francisco have entered an agreement whereby the undersigned has agreed to sell certain real property to the Housing Authority of the City and County of San Francisco; and

WHEREAS, said real property, hereinafter described, is subject to a certain judgment in favor of the United States (recorded on July 9, 1943 3988 O.R. 27 of the City and County of San Francisco) in the action entitled United States of America v. Certain Parcels of Land, U. S. District Court of California, No. 22643-R; and

WHEREAS, the United States has not terminated its right to possession of said real property by virtue of said action; now, therefore

The undersigned, in consideration of the purchase by the Housing Authority of the City and County of San Francisco of the title and interest of the undersigned in and to said real property and the payment to the undersigned of the agreed purchase price and for other good and valuable considerations, agrees as follows:

1. The undersigned hereby assigns, quitclaims, and transfers to the Housing Authority of the City and County of San Francisco, any and all right, title, interest in and to the said real property, and any and all claims for payments whether by way of rent, damages, or otherwise, heretofore, now, or hereafter due or arising or to become due or payable from the United States or any agency thereof by virtue of the use or occupancy of said real property by the United States or arising out of said action above described or for any other reason.

2. The undersigned understands and agrees that by selling the property hereinafter described to the Housing Authority of the City and County of San Francisco and by executing this instrument, the undersigned, sells, transfers, and assigns to the Housing Authority all right, title, interest, and claim in and to said real property and in or to any and all claims and demands against the United States or any agency thereof by virtue of use or occupancy of said real

68156 APR 15 1955

property by the United States or arising out of or in connection with said action in the United States District Court above described.

3. The undersigned hereby constitutes and appoints the Housing Authority of the City and County of San Francisco, his (her or their) attorney in fact with full power to enter, make and execute for and on behalf of the undersigned and in the name of the undersigned a termination agreement or any other agreement with the United States or any agency thereof with respect to said real property and said action, to compromise, adjust, settle and release on behalf of and in the name of the undersigned any and all claims, demands and causes of action for rent, use and occupancy of said land, taxes and damages, and to enter, make and execute any and all other instruments, releases, satisfactions of judgment, or other documents for, on behalf of, and in the name of the undersigned with the United States or any agency thereof in connection with said action in the United States District Court or the real property hereinafter described. This power of attorney is irrevocable.

4. In this connection the undersigned understands that any and all payments and damages from the United States in connection with the use and occupancy of said real property or the above action have been sold, assigned and transferred to the said Housing Authority and directs that said payments, if any, shall be made and paid by the United States or any agency thereof to the said Housing Authority for its account and use and the said Housing Authority shall as the attorney in fact for the undersigned make and give to the United States and any agency thereof, good and sufficient receipts and releases and satisfactions therefor.

5. The real property covered by this instrument and sold by the undersigned to the Housing Authority is situate in the City and County of San Francisco, State of California, and is particularly described as follows:

68156

4-15-55

COMMENCING at a point on the southwesterly line of Donner Avenue, distant thereon 150 feet southeasterly from the southeasterly line of Hawes Street; running thence southeasterly along said southwesterly line of Donner Avenue 75 feet; thence at a right angle southwesterly 100 feet; thence at a right angle northwesterly 75 feet; thence at a right angle northeasterly 100 feet to the point of commencement.  
BEING Lot 6 in Block 514, Bay View Homestead Association.

D68156

RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.  
AT 30 MIN. PAST 8 A. M.

APR 15 1955

Liber. \_\_\_\_\_ Official Records, p. \_\_\_\_\_  
City and County of San Francisco, California

12 *Thor A. Jorney*  
RECORDER 280

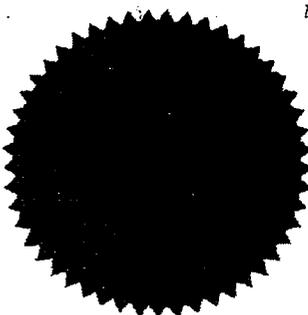
Dated: April 13, 1955, San Francisco, California

*x Gladys H. Burke*  
*S. Walter Burke*

(The above instrument should be acknowledged by each party before a Notary Public in the same form as in the case of deeds of real property)

OF CALIFORNIA,  
County of San Francisco } ss.

On this 13th day of April in the year one thousand nine hundred and fifty-five



before me, Betty Morris a Notary Public in and for the  
City and County of San Francisco, State of California,  
residing therein, duly commissioned and sworn, personally appeared  
GLADYS H. BURKE and S. WALTER BURKE,  
her husband,

known to me to be the persons whose name S. W. B. subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written.

Notary Public in and for the City and County of San Francisco  
State of California.  
My Commission Expires Oct. 18, 1956

Order No.

When recorded mail to

Recorder's  
File No.

201-1-184  
A. 68155. 21

### GRANT DEED

95  
Walter H. Gunkel, of  
S. State " " TO

Noting Authority of the City & County of S. F.

Recorded at the Request of

at ..... min. past ..... o'clock ..... M.,  
19 .....

in Volume ..... of  
....., Page .....

County Records.

BOOK 6592 PAGE 453

Recorder.

By APR 15 1955 Deputy Recorder.

Fee \$ .....

INDEXED	COPIED	PAYED	COMPALED
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### WESTERN TITLE INSURANCE AND GUARANTY COMPANY

CIVIC CENTER OFFICE:  
CORNER VAN NESS AVENUE AND GROVE STREET  
DOWNTOWN OFFICE:  
120 MONTGOMERY STREET  
SAN FRANCISCO  
TELEPHONE UNGERHILL 3-0750

22

D-68155

San Francisco, Calif.,

5-6-55

27

Application No.

468317

To Housing Authority

Address

470 Jackson St

SF

We enclose the following:

Policy No. \_\_\_\_\_

Deed Walter T. Busch to Housing Authority

Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_

Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_

Reconveyance \_\_\_\_\_ to \_\_\_\_\_

Agreement \_\_\_\_\_

Lease \_\_\_\_\_

Fire Insurance \_\_\_\_\_

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By

PS

FORM 1005

3



For value received, GLADYS H. BURKE and S. WALTER BURKE, her husband

GRANT to HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

all that real property situate in the City and County of San Francisco, State of California, described as follows:

COMMENCING at a point on the southwesterly line of Donner Avenue, distant thereon 150 feet southeasterly from the southeasterly line of Hawes Street; running thence southeasterly along said southwesterly line of Donner Avenue, 75 feet; thence at a right angle southwesterly 100 feet; thence at a right angle northwesterly 75 feet; thence at a right angle northeasterly 100 feet to the point of commencement. BEING Lot 6 in Block 514, BAY VIEW HOMESTEAD ASSOCIATION.

187

Dated March 21<sup>st</sup> 1955

Gladys H. Burke  
S. Walter Burke

STATE OF CALIFORNIA

San Francisco County of San Francisco

On March 21<sup>st</sup> 1955 before me, [Notary Name], a Notary Public, in and for said County and State, personally appeared Gladys H. Burke and S. Walter Burke her husband

known to me to be the person in whose name it was subscribed to the within instrument, and acknowledged to me that he executed the same.

[Notary Signature] Notary Public

My commission expires June 3, 1959

When recorded mail to: Name Address City State

For Recorder's Use Only  
**D68155**  
 BOOK 6592 PAGE 453  
 RECORDED AT REQUEST OF  
 WESTERN TITLE INS. & GUAR. CO.  
 AT 30 MIN. PAST 8 A. M.  
 APR 15 1955  
 Official Recorder of  
 City and County of San Francisco, California  
 4 [Signature] 70  
 RECORDER

68155 APR 15 1955

2011-1-1-4  
D. 69671 '22

Assignment, Release

*Patricia Bullman*

- To -

69.  
Recording Authority of the City & County of S. F.

*BB*

Power of Attorney

*Patricia Bullman*

- To -

Recording Authority of the City & County of S. F.

BOOK 6596 PAGE 570

APR 27 1955

3988-27 ✓

Cal 1-187 Power of atty Parcel 28

D-69671

San Francisco, Calif., 5-6-55

Application No. 468.318

To Housing Authority  
Address 440 Turk St SF.

We enclose the following:

- Policy No. \_\_\_\_\_
- Deed \_\_\_\_\_ to \_\_\_\_\_
- Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_
- Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_
- Reconveyance \_\_\_\_\_ to \_\_\_\_\_
- Agreement \_\_\_\_\_
- Lease \_\_\_\_\_
- Fire Insurance \_\_\_\_\_

*Deed of Trust and Note to Housing Authority*

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By DH

FORM 1005

468318

RELEASE AND ASSIGNMENT TO THE HOUSING AUTHORITY  
OF THE CITY AND COUNTY OF SAN FRANCISCO OF ALL  
INTEREST IN CERTAIN REAL PROPERTY TOGETHER WITH  
POWER OF ATTORNEY

WHEREAS, the undersigned and the Housing Authority of the City and County of San Francisco have entered an agreement whereby the undersigned has agreed to sell certain real property to the Housing Authority of the City and County of San Francisco; and

WHEREAS, said real property, hereinafter described, is subject to a certain judgment in favor of the United States (recorded on July 9, 1943 3988 O.R. 27 of the City and County of San Francisco) in the action entitled United States of America v. Certain Parcels of Land, U. S. District Court of California, No. 22643-R; and

WHEREAS, the United States has not terminated its right to possession of said real property by virtue of said action; now, therefore

The undersigned, in consideration of the purchase by the Housing Authority of the City and County of San Francisco of the title and interest of the undersigned in and to said real property and the payment to the undersigned of the agreed purchase price and for other good and valuable considerations, agrees as follows:

1. The undersigned hereby assigns, quitclaims, and transfers to the Housing Authority of the City and County of San Francisco, any and all right, title, interest in and to the said real property, and any and all claims for payments whether by way of rent, damages, or otherwise, heretofore, now, or hereafter due or arising or to become due or payable from the United States or any agency thereof by virtue of the use or occupancy of said real property by the United States or arising out of said action above described or for any other reason.

2. The undersigned understands and agrees that by selling the property hereinafter described to the Housing Authority of the City and County of San Francisco and by executing this instrument, the undersigned, sells, transfers, and assigns to the Housing Authority all right, title, interest, and claim in and to said real property and in or to any and all claims and demands against the United States or any agency thereof by virtue of use or occupancy of said real

69671 APR 21 '55

property by the United States or arising out of or in connection with said action in the United States District Court above described.

3. The undersigned hereby constitutes and appoints the Housing Authority of the City and County of San Francisco, his (her or their) attorney in fact with full power to enter, make and execute for and on behalf of the undersigned and in the name of the undersigned a termination agreement or any other agreement with the United States or any agency thereof with respect to said real property and said action, to compromise, adjust, settle and release on behalf of and in the name of the undersigned any and all claims, demands and causes of action for rent, use and occupancy of said land, taxes and damages, and to enter, make and execute any and all other instruments, releases, satisfactions of judgment, or other documents for, on behalf of, and in the name of the undersigned with the United States or any agency thereof in connection with said action in the United States District Court or the real property hereinafter described. This power of attorney is irrevocable.

4. In this connection the undersigned understands that any and all payments and damages from the United States in connection with the use and occupancy of said real property or the above action have been sold, assigned and transferred to the said Housing Authority and directs that said payments, if any, shall be made and paid by the United States or any agency thereof to the said Housing Authority for its account and use and the said Housing Authority shall as the attorney in fact for the undersigned make and give to the United States and any agency thereof, good and sufficient receipts and releases and satisfactions therefor.

5. The real property covered by this instrument and sold by the undersigned to the Housing Authority is situate in the City and County of San Francisco, State of California, and is particularly described as follows:

69671

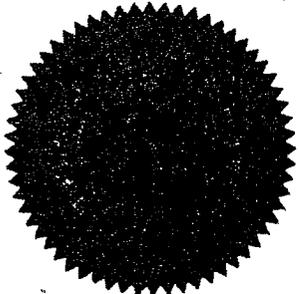
H-21-55

COMMENCING at a point on the southwesterly line of Donner Avenue, distant thereon 75 feet southeasterly from the southeasterly line of Hawes Street; running thence southeasterly and along said line of Donner Avenue, 75 feet; thence at a right angle southwesterly 100 feet; thence at a right angle northwesterly 75 feet; thence at a right angle northeasterly 100 feet to the point of commencement.  
BEING part of Block no. 514, BAY VIEW HOMESTEAD ASSOCIATION.

State of California }  
County of San Mateo } ss

—ACKNOWLEDGMENT—General

On this 16th day of April A. D. 1955 before me,  
EVELYN HEYDENFELDT  
a Notary Public in and for the said  
County and State, residing therein, duly commissioned and sworn, personally appeared  
PATRICIA BULLIVANT



known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

*Evelyn Heydenfeldt*  
Notary Public in and for said County and State of California.

My Commission Expires April 9, 1956

RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.  
AT 30 MIN. PAST 8 A. M.

APR 21 1955

- 3 -

Libert Official Records p  
City and County of San Francisco, California

*The Attorney*  
RECORDER

D69671

Order No.

When recorded mail to

A. 64670 23

Recorder's

File No. 6 23

### GRANT DEED

*Patricia Ballou*  
TO

69  
Noting Authority of the City & County of S. F.

Recorded at the Request of

at ..... min. past ..... o'clock ..... M.,  
19.....

in Volume..... of  
....., page.....

County Recorder **6596** PAGE **569**

APR 21 1955  
Recorder.

By..... Deputy Recorder.

Fee \$.....

INDEXED	COPIED	PAYED	COMPALED
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### WESTERN TITLE INSURANCE AND GUARANTY COMPANY

CIVIC CENTER OFFICE:  
CORNER VAN NESS AVENUE AND GROVE STREET  
DOWNTOWN OFFICE:  
131 MONTGOMERY STREET  
SAN FRANCISCO  
TELEPHONE UNDERHILL 3-0780

31

Cal 1-189 Grant Deed Parcel 24

D-69670

San Francisco, Calif., 5-6-55

Application No. 468318

To Housing Authority  
Address 440 - [unclear] St

We enclose the following:

Policy No. \_\_\_\_\_  
Deed Patricia [unclear] to Housing Authority

Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_

Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_

Reconveyance \_\_\_\_\_ to \_\_\_\_\_

Agreement \_\_\_\_\_

Lease \_\_\_\_\_

Fire Insurance \_\_\_\_\_

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By [Signature]

FORM 1005

BOOK 6596 PAGE 569

For value received, PATRIGIA BULLIVANT

GRANTS to HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

all that real property situate in the City and County of San Francisco, State of California, described as follows:

COMMENCING at a point on the southwesterly line of Donner Avenue, distant thereon 75 feet southeasterly from the southeasterly line of Hawes Street; running thence southeasterly and along said line of Donner Avenue, 75 feet; thence at a right angle southwesterly 100 feet; thence at a right angle northwesterly 75 feet; thence at a right angle northeasterly 100 feet to the point of commencement.  
BEING part of Block No. 514, BAY VIEW HOMESTEAD ASSOCIATION.



136

Dated March 22 1955

*Patricia Bullivant*

STATE OF CALIFORNIA

City of County of *San Francisco*

On *April 19* 1955

before me, *Paul J. Maritz*, a Notary Public,

in and for said *City* County and State, personally appeared

*Patricia Bullivant*

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that she executed the same.

*Paul J. Maritz*  
Notary Public

My commission expires *4-12-56*

When recorded mail to:

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

FORM 73A 1-53 Appl. No. \_\_\_\_\_

105

For Recorder's Use Only  
**D69670**  
 BOOK 6596 PAGE 569  
 RECORDED AT REQUEST OF  
 WESTERN TITLE INS. & GUAR. CO.  
 AT 30 MIN. PAST 8 A. M.  
 APR 21 1955  
 City and County of San Francisco, Calif.  
*4* *Paul J. Maritz* 160  
 RECORDER

RECORDED

No. 458005

When recorded mail to

OF THE COUNTY OF SAN FRANCISCO

D 71832

Recorder's File No. 15 24

**GRANT DEED**

37 Margaret A. Rodwin

69 Housing Authority of S. F.

Recorded at the Request of

at \_\_\_\_\_ min. past \_\_\_\_\_ o'clock \_\_\_\_\_ M., 19\_\_\_\_

in Volume \_\_\_\_\_ of \_\_\_\_\_ page \_\_\_\_\_

County Records.

APR 28 1955

BOOK 6602 PAGE 464 recorder.

By \_\_\_\_\_ Deputy Recorder.

Fee \$ \_\_\_\_\_

INDEXED	COPIED	TRAGED	COMPARED
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**WESTERN TITLE INSURANCE AND GUARANTY COMPANY**

CIVIC CENTER OFFICE:  
CORNER VAN NESS AVENUE AND GOWE STREET  
DOWNTOWN OFFICE:  
124 MONTGOMERY STREET  
SAN FRANCISCO  
TELEPHONE UNDERHILL 3-0750

D. 71832  
71833

Oct 1-1954 # 29

San Francisco, Calif., 6-28-55

Application No. 468319

To Housing Authority  
Address 440 Turk St SF

We enclose the following:

Policy No. \_\_\_\_\_  
Grant Deed Property of Gordon to Housing Authority

Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_

Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_

Reconveyance \_\_\_\_\_ to \_\_\_\_\_

Agreement \_\_\_\_\_

Lease \_\_\_\_\_

Fire Insurance \_\_\_\_\_  
Assignment Release - Property of Gordon to Housing Authority

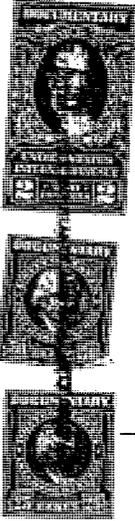
We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By D. DeLuca

FORM 1005

213



For value received, MARGARET J. GODWIN

GRANT S to HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

all that real property situate in the City and County of San Francisco, State of California, described as follows:

COMMENCING at the point of intersection of the southwesterly line of Donner Avenue and the southeasterly line of Hawes Street; running thence southwest-erly and along said line of Hawes Street, 100 feet; thence at a right angle southeasterly 75 feet; thence at a right angle northeasterly 100 feet to the southwesterly line of Donner Avenue; thence at a right angle northwesterly and along said line of Donner Avenue, 75 feet to the point of commencement. BEING part of Block No. 514, BAY VIEW HOMESTEAD ASSOCIATION.

182

Dated April 25 19 55.

Margaret J. Godwin

STATE OF CALIFORNIA

County of San Francisco, ss. On April 26 19 55 before me, [Signature], a Notary Public, in and for said County and State, personally appeared

Margaret J. Godwin

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that she executed the same.

[Signature] Notary Public

My commission expires 4-12-57

When recorded mail to:

Name Address City State

For Recorder's Use Only

D71832

RECORDED AT REQUEST OF WESTERN TITLE INS. & GUAR. CO.

APR 20 2 39 PM 55

SAN FRANCISCO, CALIF.

[Signature] RECORDER

4 160

BOOK 6602 PAGE 464

71832 APR 28 1955

✓ *Margaret Deal*  
271833  
INDEX 25  
Assignment Release ~~of~~ PAPER

468319  
CITY OF BOSTON  
OFFICE OF THE CLERK

69 - To -  
Housing Authority of the City & County of S. F.

BOOK 6602 PAGE 465

**POWER OF ATTORNEY**

27 ✓  
*Margaret Q. Bodwin*  
R

69 - To -  
Housing Authority of the City & County of S. F.

APR 28 1959  
3988-27

2  
3

RELEASE AND ASSIGNMENT TO THE HOUSING AUTHORITY  
OF THE CITY AND COUNTY OF SAN FRANCISCO OF ALL  
INTEREST IN CERTAIN REAL PROPERTY TOGETHER WITH  
POWER OF ATTORNEY

WHEREAS, the undersigned and the Housing Authority of the City and County of San Francisco have entered an agreement whereby the undersigned has agreed to sell certain real property to the Housing Authority of the City and County of San Francisco; and

WHEREAS, said real property, hereinafter described, is subject to a certain judgment in favor of the United States (recorded on July 9, 1943 3988 O.R. 27 of the City and County of San Francisco) in the action entitled United States of America v. Certain Parcels of Land, U. S. District Court of California, No. 22643-R; and

WHEREAS, the United States has not terminated its right to possession of said real property by virtue of said action; now, therefore

The undersigned, in consideration of the purchase by the Housing Authority of the City and County of San Francisco of the title and interest of the undersigned in and to said real property and the payment to the undersigned of the agreed purchase price and for other good and valuable considerations, agrees as follows:

1. The undersigned hereby assigns, quitclaims, and transfers to the Housing Authority of the City and County of San Francisco, any and all right, title, interest in and to the said real property, and any and all claims for payments whether by way of rent, damages, or otherwise, heretofore, now, or hereafter due or arising or to become due or payable from the United States or any agency thereof by virtue of the use or occupancy of said real property by the United States or arising out of said action above described or for any other reason.

2. The undersigned understands and agrees that by selling the property hereinafter described to the Housing Authority of the City and County of San Francisco and by executing this instrument, the undersigned, sells, transfers, and assigns to the Housing Authority all right, title, interest, and claim in and to said real property and in or to any and all claims and demands against the United States or any agency thereof by virtue of use or occupancy of said real

117

71833 APR 28 1955

property by the United States or arising out of or in connection with said action in the United States District Court above described.

3. The undersigned hereby constitutes and appoints the Housing Authority of the City and County of San Francisco, his (her or their) attorney in fact with full power to enter, make and execute for and on behalf of the undersigned and in the name of the undersigned a termination agreement or any other agreement with the United States or any agency thereof with respect to said real property and said action, to compromise, adjust, settle and release on behalf of and in the name of the undersigned any and all claims, demands and causes of action for rent, use and occupancy of said land, taxes and damages, and to enter, make and execute any and all other instruments, releases, satisfactions of judgment, or other documents for, on behalf of, and in the name of the undersigned with the United States or any agency thereof in connection with said action in the United States District Court or the real property hereinafter described. This power of attorney is irrevocable.

4. In this connection the undersigned understands that any and all payments and damages from the United States in connection with the use and occupancy of said real property or the above action have been sold, assigned and transferred to the said Housing Authority and directs that said payments, if any, shall be made and paid by the United States or any agency thereof to the said Housing Authority for its account and use and the said Housing Authority shall as the attorney in fact for the undersigned make and give to the United States and any agency thereof, good and sufficient receipts and releases and satisfactions therefor.

5. The real property covered by this instrument and sold by the undersigned to the Housing Authority is situate in the City and County of San Francisco, State of California, and is particularly described as follows:

71833  
4-28-55

118

COMMENCING at the point of intersection of the southwesterly line of Donner Avenue and the southeasterly line of Hawes Street; running thence southwesterly and along said line of Hawes Street, 100 feet; thence at a right angle southeasterly 75 feet; thence at a right angle northeasterly 100 feet to the southwesterly line of Donner Avenue; thence at a right angle northwesterly and along said line of Donner Avenue, 75 feet to the point of commencement. BEING part of Block No. 514, BAY VIEW HOMESTEAD ASSOCIATION.

Dated: April 25, 1955, San Francisco, California

Margaret J. Godwin  
\_\_\_\_\_  
\_\_\_\_\_

**State of California** } s.s.  
 City and County of San Francisco }  
 On this 25 day of April in the year one thousand, nine hundred and forty fifty five, before me,  
 PEARL M. MARITZEN, a Notary Public in and for the City and County of San Francisco, State of California, residing therein,  
 duly commissioned and sworn, personally appeared \_\_\_\_\_  
Margaret J. Godwin  
 \_\_\_\_\_  
 known to me to be the person whose name \_\_\_\_\_ subscribed to the  
 within instrument, and she \_\_\_\_\_ duly acknowledged to me that she \_\_\_\_\_  
 executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

My Commission Expires April 12, 1956

Margaret J. Godwin  
 Notary Public in and for the City and County of San Francisco, State of California

- 3 -

RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.

APR 28 2 39 PM '55

D71833

BOOK 6602 PAGE 465

SAN FRANCISCO, CALIF.

11 Thor A. Roomey 2.50  
RECORDER

P 70841 26

Deed,

Assignment Release of

The

34 Keyway Estate Corp

- 70 -

69

Recording Authority of the City & County of S. F.

BOOK 6800 PAGE 65

POWER OF ATTORNEY

De

34 Keyway Estate Corp

APR 2 1955

Recording Authority of the City & County of S. F.

69

X

D-70841

San Francisco, Calif., 520-55

Application No. 468320

To Housing Authority  
Address 440 Park St

We enclose the following:

Policy No. \_\_\_\_\_

Deed \_\_\_\_\_ to \_\_\_\_\_

Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_

Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_

Reconveyance \_\_\_\_\_ to \_\_\_\_\_

Agreement \_\_\_\_\_

Lease \_\_\_\_\_

Fire Insurance \_\_\_\_\_

*Rec'd by The Registry of Deeds Co. to Housing Authority*

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By DL

FORM 1005

468320

RELEASE AND ASSIGNMENT TO THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO OF ALL INTEREST IN CERTAIN REAL PROPERTY TOGETHER WITH POWER OF ATTORNEY

WHEREAS, the undersigned and the Housing Authority of the City and County of San Francisco have entered an agreement whereby the undersigned has agreed to sell certain real property to the Housing Authority of the City and County of San Francisco; and

WHEREAS, said real property, hereinafter described, is subject to a certain judgment in favor of the United States (recorded on July 9, 1943 3988 O.R. 27 of the City and County of San Francisco) in the action entitled United States of America v. Certain Parcels of Land, U. S. District Court of California, No. 22643-R; and

WHEREAS, the United States has not terminated its right to possession of said real property by virtue of said action; now, therefore

The undersigned, in consideration of the purchase by the Housing Authority of the City and County of San Francisco of the title and interest of the undersigned in and to said real property and the payment to the undersigned of the agreed purchase price and for other good and valuable considerations, agrees as follows:

1. The undersigned hereby assigns, quitclaims, and transfers to the Housing Authority of the City and County of San Francisco, any and all right, title, interest in and to the said real property, and any and all claims for payments whether by way of rent, damages, or otherwise, heretofore, now, or hereafter due or arising or to become due or payable from the United States or any agency thereof by virtue of the use or occupancy of said real property by the United States or arising out of said action above described or for any other reason.

2. The undersigned understands and agrees that by selling the property hereinafter described to the Housing Authority of the City and County of San Francisco and by executing this instrument, the undersigned, sells, transfers, and assigns to the Housing Authority all right, title, interest, and claim in and to said real property and in or to any and all claims and demands against the United States or any agency thereof by virtue of use or occupancy of said real

24

70841 APR 26 1955

property by the United States or arising out of or in connection with said action in the United States District Court above described.

3. The undersigned hereby constitutes and appoints the Housing Authority of the City and County of San Francisco, his (her or their) attorney in fact with full power to enter, make and execute for and on behalf of the undersigned and in the name of the undersigned a termination agreement or any other agreement with the United States or any agency thereof with respect to said real property and said action, to compromise, adjust, settle and release on behalf of and in the name of the undersigned any and all claims, demands and causes of action for rent, use and occupancy of said land, taxes and damages, and to enter, make and execute any and all other instruments, releases, satisfactions of judgment, or other documents for, on behalf of, and in the name of the undersigned with the United States or any agency thereof in connection with said action in the United States District Court or the real property hereinafter described. This power of attorney is irrevocable.

4. In this connection the undersigned understands that any and all payments and damages from the United States in connection with the use and occupancy of said real property or the above action have been sold, assigned and transferred to the said Housing Authority and directs that said payments, if any, shall be made and paid by the United States or any agency thereof to the said Housing Authority for its account and use and the said Housing Authority shall as the attorney in fact for the undersigned make and give to the United States and any agency thereof, good and sufficient receipts and releases and satisfactions therefor.

5. The real property covered by this instrument and sold by the undersigned to the Housing Authority is situate in the City and County of San Francisco, State of California, and is particularly described as follows:

70841

4-2-6-55

COMMENCING at the point of intersection of the southeasterly line of Hawes Street and the northeasterly line of Egbert Avenue; running thence southeasterly and along said line of Egbert Avenue, 75 feet; thence at a right angle northeasterly 100 feet; thence at a right angle northwesterly 75 feet to the southeasterly line of Hawes Street; thence at a right angle southwesterly along said line of Hawes Street, 100 feet to the point of commencement. BEING all of Lot No. 9 in Block No. 514, BAY VIEW HOMESTEAD ASSOCIATION.

25

Dated: 4/22/55, 1955, San Francisco, California

RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.  
AT 30 MIN. PAST 8 A. M.  
APR 26 1955

Liber \_\_\_\_\_ Official Records, p. \_\_\_\_\_  
City and County of San Francisco, California

*Shea A. Jorney*  
RECORDER  
11 250

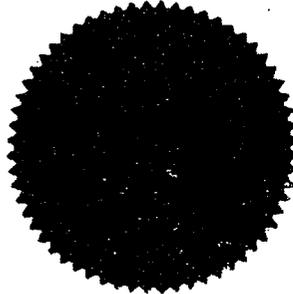
THE RIGNEY ESTATE COMPANY, a California corporation

By *W. J. Rigney* President  
By *Alice R. Plant* Secretary

D70841  
BOOK 6600 PAGE 65

(The above instrument should be acknowledged by each party before a Notary Public in the same form as in the case of deeds of real property)

State of California }  
County of Alameda } SS



On this 22nd day of April in the year One Thousand  
Nine Hundred and fifty-five before me \_\_\_\_\_  
NELSON J. JUVAN

a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared W. J. Rigney

known to me to be the \_\_\_\_\_ President and Alice R. Plant  
known to me to be the Secretary of the Corporation that executed the within instrument and the officers who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

*Nelson J. Juvan* Notary Public  
In and for said County of Alameda, State of California

Order No.

When recorded mail to

Recorder's  
File No.

*0-72840*  
*69*

**27**

[CORPORATION GRANTOR]  
**GRANT DEED**

*The Rigby State Co.*  
*TO*

Recording Authority of the City & County of S. F.  
*69*

Recorded at the Request of

at ..... min. past ..... o'clock ..... M., 19.....

in Volume..... of

page.....

County Records.

**BOOK 6600 PAGE 64**

*APR 25 1955*  
Recorder.

By.....  
Deputy Recorder.

Fee \$.....

INDEXED	CORRECTED	PAYED	COMPARED
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FOUNDED 1848

INCORPORATED 1902

**TITLE INSURANCE  
AND GUARANTEE COMPANY**

SAN FRANCISCO  
130 MONTGOMERY STREET  
TELEPHONE DOUGLAS 2-2800

D-70840

San Francisco, Calif., 5-2055  
Application No. 467300

To Lawson (Arthur)  
Address 440 Park St

We enclose the following:

- Policy No. \_\_\_\_\_
- Deed to the Rogers Estate to Housing Authority
- Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_
- Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_
- Reconveyance \_\_\_\_\_ to \_\_\_\_\_
- Agreement \_\_\_\_\_
- Lease \_\_\_\_\_
- Fire Insurance \_\_\_\_\_

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By [Signature]

BOOK 6600 PAGE 64

For value received, THE RIGNEY ESTATE COMPANY, a California corporation

GRANTS.....to HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

all that real property situate in the City and County of San Francisco, State of California, described as follows:

COMMENCING at the point of intersection of the southeasterly line of Hawes Street and the northeasterly line of Egbert Avenue; running thence southeasterly and along said line of Egbert Avenue, 75 feet; thence at a right angle northeasterly 100 feet; thence at a right angle northwesterly 75 feet to the southeasterly line of Hawes Street; thence at a right angle southwesterly along said line of Hawes Street, 100 feet to the point of commencement.

BEING all of Lot No. 9 in Block No. 514, BAY VIEW HOMESTEAD ASSOCIATION.



156

IN WITNESS WHEREOF, said corporation has executed these presents by its officers thereunto duly authorized, this 25th day of March, 1955.

THE RIGNEY ESTATE COMPANY,

a California corporation

By *W. J. Rigney* President

By *Chas. Platt* Secretary

STATE OF CALIFORNIA

County of Alameda

On March 25, 1955

before me, *W. Dorman*, a Notary Public, in and for said Alameda County and State, personally appeared *W. J. Rigney*

*President* known to me to be the of the corporation that executed the within instrument, and also known to me to be the person who executed it on behalf of such corporation and acknowledged to me that such corporation executed the same.

*W. Dorman*  
Notary Public

My commission expires... My Commission Expires: Sep. 17, 1957

D70840

BOOK 6600 PAGE 64

RECORDED AT REQUEST OF WESTERN TITLE INS. & GUAR. CO. AT 30 MIN. PAST 8 A. M.

APR 26 1955

Libert... Official Records of City and County of San Francisco, California

*Chas. A. Rooney*  
RECORDER

4 1.60.

70840 APR 26 1955

INDEXED  
APR 20 1955

2.69347  
Reed,  
Please + Vaughn... 28

55 X  
Linn B. Patterson

10.

RO

69  
Housing Authority of the City & County of S. F.  
Power of Attorney

55 Linn B. Patterson

Housing Authority of the City & County of S. F.

69 X  
BOOK 6596 PAGE 62

APR 20 1955

RELEASE AND ASSIGNMENT TO THE HOUSING AUTHORITY  
OF THE CITY AND COUNTY OF SAN FRANCISCO OF ALL  
INTEREST IN CERTAIN REAL PROPERTY TOGETHER WITH  
POWER OF ATTORNEY

WHEREAS, the undersigned and the Housing Authority of the City and County of San Francisco have entered an agreement whereby the undersigned has agreed to sell certain real property to the Housing Authority of the City and County of San Francisco; and

WHEREAS, said real property, hereinafter described, is subject to a certain judgment in favor of the United States (recorded on July 9, 1943 3988 O.R. 27 of the City and County of San Francisco) in the action entitled United States of America v. Certain Parcels of Land, U. S. District Court of California, No. 22643-R; and

WHEREAS, the United States has not terminated its right to possession of said real property by virtue of said action; now, therefore

The undersigned, in consideration of the purchase by the Housing Authority of the City and County of San Francisco of the title and interest of the undersigned in and to said real property and the payment to the undersigned of the agreed purchase price and for other good and valuable considerations, agrees as follows:

1. The undersigned hereby assigns, quitclaims, and transfers to the Housing Authority of the City and County of San Francisco, any and all right, title, interest in and to the said real property, and any and all claims for payments whether by way of rent, damages, or otherwise, heretofore, now, or hereafter due or arising or to become due or payable from the United States or any agency thereof by virtue of the use or occupancy of said real property by the United States or arising out of said action above described or for any other reason.

2. The undersigned understands and agrees that by selling the property hereinafter described to the Housing Authority of the City and County of San Francisco and by executing this instrument, the undersigned, sells, transfers, and assigns to the Housing Authority all right, title, interest, and claim in and to said real property and in or to any and all claims and demands against the United States or any agency thereof by virtue of use or occupancy of said real

69347 APR 20 1955

D-69347

San Francisco, Calif., 5-20-55  
Application No. 468322

To Housing Authority  
Address 440 Park St. W

We enclose the following:

- Policy No. \_\_\_\_\_
- Deed \_\_\_\_\_ to \_\_\_\_\_
- Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_
- Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_
- Reconveyance \_\_\_\_\_ to \_\_\_\_\_
- Agreement \_\_\_\_\_ to \_\_\_\_\_
- Lease \_\_\_\_\_

Fire Insurance Deed  
By Arthur W. Patterson to Housing Authority

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By D.S.

FORM 1005

property by the United States or arising out of or in connection with said action in the United States District Court above described.

3. The undersigned hereby constitutes and appoints the Housing Authority of the City and County of San Francisco, his (her or their) attorney in fact with full power to enter, make and execute for and on behalf of the undersigned and in the name of the undersigned a termination agreement or any other agreement with the United States or any agency thereof with respect to said real property and said action, to compromise, adjust, settle and release on behalf of and in the name of the undersigned any and all claims, demands and causes of action for rent, use and occupancy of said land, taxes and damages, and to enter, make and execute any and all other instruments, releases, satisfactions of judgment, or other documents for, on behalf of, and in the name of the undersigned with the United States or any agency thereof in connection with said action in the United States District Court or the real property hereinafter described. This power of attorney is irrevocable.

4. In this connection the undersigned understands that any and all payments and damages from the United States in connection with the use and occupancy of said real property or the above action have been sold, assigned and transferred to the said Housing Authority and directs that said payments, if any, shall be made and paid by the United States or any agency thereof to the said Housing Authority for its account and use and the said Housing Authority shall as the attorney in fact for the undersigned make and give to the United States and any agency thereof, good and sufficient receipts and releases and satisfactions therefor.

5. The real property covered by this instrument and sold by the undersigned to the Housing Authority is situate in the City and County of San Francisco, State of California, and is particularly described as follows:

69347

4-20-55

COMMENCING at a point on the northeasterly line of Egbert Avenue distant thereon 150 feet northwesterly from the northwesterly line of Griffith Street; running thence northwesterly and along said line of Egbert Avenue, 75 feet; thence at a right angle northeasterly 100 feet; thence at a right angle southeasterly 75 feet; thence at a right angle southwesterly 100 feet to the point of commencement.  
BEING part of Block No. 514, BAY VIEW HOMESTEAD ASSOCIATION.

Dated: April 18, 1955, San Francisco, California

Lora H. Patterson  
\_\_\_\_\_  
\_\_\_\_\_

RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.  
AT 30 MIN. PAST 8 A. M.

APR 20 1955

Liber \_\_\_\_\_ Official Records, p. \_\_\_\_\_  
City and County of San Francisco, California

D69347

BOOK 6596 PAGE 62

Thor A. Jorney  
RECORDER  
10 2.40

(The above instrument should be acknowledged by each party before a Notary Public in and for the City and County of San Francisco, State of California.)

**State of California**  
City and County of San Francisco } s.s.

On this 19<sup>th</sup> day of April in the year one thousand, nine hundred and forty fifth before me,  
PEARL M. MARITZEN, a Notary Public in and for the City and County of San Francisco, State of California, residing therein,  
duly commissioned and sworn, personally appeared \_\_\_\_\_  
Lora H. Patterson  
\_\_\_\_\_

known to me to be the person whose name \_\_\_\_\_ subscribed to the  
within instrument, and she \_\_\_\_\_ duly acknowledged to me that she \_\_\_\_\_  
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

My Commission Expires April 12, 1956

\_\_\_\_\_  
Notary Public in and for the City and County of San Francisco, State of California

Order No.

When recorded mail to

Recorder's  
File No.

29

5-67346

**GRANT DEED**

56 Anna & Peterson

69 TO

Review with copy of Am Insurance

Recorded at the Request of

at \_\_\_\_\_ min. past \_\_\_\_\_ o'clock \_\_\_\_\_ M.,  
\_\_\_\_\_ 19\_\_\_\_\_

in Volume \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ Page \_\_\_\_\_

County Records BOOK 6596 PAGE 61

Recorder.

By \_\_\_\_\_ APR 20 1955

Deputy Recorder.

Fee \$ \_\_\_\_\_

INDEXED	CORRECTED	PAGED	COMPARSED
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**WESTERN TITLE INSURANCE  
AND GUARANTY COMPANY**

CIVIC CENTER OFFICE:  
CORNER VAN NESS AVENUE AND GROVE STREET  
DOWNTOWN OFFICE:  
128 MONTGOMERY STREET  
SAN FRANCISCO  
TELEPHONE UNDERHILL 3-0750

San Francisco, Calif.,

5-20-55 #41  
Application No. 468322

To Housing Authority  
Address 40 Third St.

We enclose the following:

Policy No. \_\_\_\_\_  
Deed John J. Patterson to Housing Authority

Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_

Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_

Reconveyance \_\_\_\_\_ to \_\_\_\_\_

Agreement \_\_\_\_\_ to \_\_\_\_\_

Lease \_\_\_\_\_

Fire Insurance \_\_\_\_\_

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By \_\_\_\_\_

FORM 1005

225

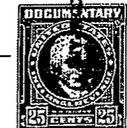
For value received, LORA D. PATTERSON

GRANT s to HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

all that real property situate in the City and County of San Francisco, State of California, described as follows:

COMMENCING at a point on the northeasterly line of Egbert Avenue distant thereon 150 feet northwesterly from the northwesterly line of Griffith Street; running thence northwesterly and along said line of Egbert Avenue, 75 feet; thence at a right angle northeasterly 100 feet; thence at a right angle southeasterly 75 feet; thence at a right angle southwesterly 100 feet to the point of commencement.

BEING part of Block No. 514, BAY VIEW HOMESTEAD ASSOCIATION.



146

Dated April 18th 1955

*Lora D. Patterson*

STATE OF CALIFORNIA

City of San Francisco ss.  
On April 9th 1955

before me, Pearl M. Martin, a Notary Public, in and for said City of San Francisco County and State, personally appeared Lora D. Patterson

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that she executed the same.

Pearl M. Martin  
Notary Public

My commission expires 4-12-58

When recorded mail to:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_

FORM 73A 1-53 Appl. No. \_\_\_\_\_

For Recorder's Use Only

**D69346**  
BOOK 6596 PAGE 61

RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.  
AT 30 MIN. PAST 8 A. M.  
APR 20 1955

Liber \_\_\_\_\_ Official Records, p. \_\_\_\_\_  
City and County of San Francisco, California

*Shea & J. J. J. J.*  
RECORDER

4

69346 APR 20 1955

02-1-18- 7172  
71777

Beck,

30

Assignment, Release

9/15/58

461200

27 Edith A. Wilder  
-70-

19 Housing Authority of the City & County of St. L.

BOOK 6600 PAGE 592

Power of Attorney

27 Edith A. Wilder  
-70-

19 Housing Authority of the City & County of St. L.

APR 27 1955

3988-27

D-71177

Cal 1-184 # 42

San Francisco, Calif.,

5-12-55

Application No.

468323

To Housing Authority  
Address 440 J. K. St. RF

We enclose the following:

Policy No. \_\_\_\_\_ to \_\_\_\_\_

Deed \_\_\_\_\_ to \_\_\_\_\_

Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_

Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_

Reconveyance \_\_\_\_\_ to \_\_\_\_\_

Agreement \_\_\_\_\_

Lease \_\_\_\_\_

Fire Insurance \_\_\_\_\_

Deed Edith N. Wilde To Housing Authority  
RF

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By 130 DS

468323

RELEASE AND ASSIGNMENT TO THE HOUSING AUTHORITY  
OF THE CITY AND COUNTY OF SAN FRANCISCO OF ALL  
INTEREST IN CERTAIN REAL PROPERTY TOGETHER WITH  
POWER OF ATTORNEY

69

WHEREAS, the undersigned and the Housing Authority of the City and County of San Francisco have entered an agreement whereby the undersigned has agreed to sell certain real property to the Housing Authority of the City and County of San Francisco; and

WHEREAS, said real property, hereinafter described, is subject to a certain judgment in favor of the United States (recorded on July 9, 1943 3988 O.R. 27 of the City and County of San Francisco) in the action entitled United States of America v. Certain Parcels of Land, U. S. District Court of California, No. 22643-R; and

WHEREAS, the United States has not terminated its right to possession of said real property by virtue of said action; now, therefore

The undersigned, in consideration of the purchase by the Housing Authority of the City and County of San Francisco of the title and interest of the undersigned in and to said real property and the payment to the undersigned of the agreed purchase price and for other good and valuable considerations, agrees as follows:

1. The undersigned hereby assigns, quitclaims, and transfers to the Housing Authority of the City and County of San Francisco, any and all right, title, interest in and to the said real property, and any and all claims for payments whether by way of rent, damages, or otherwise, heretofore, now, or hereafter due or arising or to become due or payable from the United States or any agency thereof by virtue of the use or occupancy of said real property by the United States or arising out of said action above described or for any other reason.

2. The undersigned understands and agrees that by selling the property hereinafter described to the Housing Authority of the City and County of San Francisco and by executing this instrument, the undersigned, sells, transfers, and assigns to the Housing Authority all right, title, interest, and claim in and to said real property and in or to any and all claims and demands against the United States or any agency thereof by virtue of use or occupancy of said real

71177 APR 27 1955

property by the United States or arising out of or in connection with said action in the United States District Court above described.

3. The undersigned hereby constitutes and appoints the Housing Authority of the City and County of San Francisco, his (her or their) attorney in fact with full power to enter, make and execute for and on behalf of the undersigned and in the name of the undersigned a termination agreement or any other agreement with the United States or any agency thereof with respect to said real property and said action, to compromise, adjust, settle and release on behalf of and in the name of the undersigned any and all claims, demands and causes of action for rent, use and occupancy of said land, taxes and damages, and to enter, make and execute any and all other instruments, releases, satisfactions of judgment, or other documents for, on behalf of, and in the name of the undersigned with the United States or any agency thereof in connection with said action in the United States District Court or the real property hereinafter described. This power of attorney is irrevocable.

4. In this connection the undersigned understands that any and all payments and damages from the United States in connection with the use and occupancy of said real property or the above action have been sold, assigned and transferred to the said Housing Authority and directs that said payments, if any, shall be made and paid by the United States or any agency thereof to the said Housing Authority for its account and use and the said Housing Authority shall as the attorney in fact for the undersigned make and give to the United States and any agency thereof, good and sufficient receipts and releases and satisfactions therefor.

5. The real property covered by this instrument and sold by the undersigned to the Housing Authority is situate in the City and County of San Francisco, State of California, and is particularly described as follows:

COMMENCING at the point of intersection of the northeasterly line of Egbert Avenue, and the northwesterly line of Griffith Street, running thence northwesterly and along said line of Egbert Avenue, 75 feet; thence at a right angle northeasterly 100 feet; thence at a right angle southeasterly 75 feet to the northwesterly line of Griffith Street; thence at a right angle southwesterly along said line of Griffith Street, 100 feet to the point of commencement.  
BEING Lot 16 in Block 514, BAY VIEW HOMESTEAD ASSOCIATION.

65

RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.  
AT 30 MIN. PAST 8 A. M.

071177

APR 27 1955

Liber \_\_\_\_\_ Official Records p. \_\_\_\_\_  
City and County of San Francisco, California

*Ther. A. Rooney*  
RECORDER

11 2.50

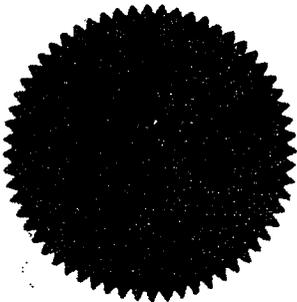
Dated: April 25, 1955, San Francisco, California

*Edith A. Wilde*

STATE OF CALIFORNIA, } ss.  
City and County of San Francisco

On this 25<sup>th</sup> day of April

in the year One Thousand Nine Hundred and Fifty  
before me, IRENE CRESPI, a Notary Public in and for the City and County of  
Francisco, State of California, residing therein, duly commissioned and sworn, perso  
appeared Edith A. Wilde



known to me to be the person whose name is subscribed to the  
instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
my office in the City and County of San Francisco, the day and year in this certificate first  
written.

*Irene Crespi*  
Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires January 3, 1959

Order No.

When recorded mail to *46-303*

Recorder's File No. *P 711 76*  
*Oct 1-18 24 P.*

**31**

**GRANT DEED**

*77*  
*Edith A. Witter*  
TO

*69*

Heusing Authority of the City & County of S. F.

Recorded at the Request of

at ..... min. past ..... o'clock ..... M.,  
19.....

in Volume ..... of

Page .....

County Records: **BOOK 6600 PAGE 591**

*APR 2 1955*  
Recorder.

By .....  
Deputy Recorder.

Fee \$ .....

INDEXED	COPIED	PAGED	COMPILED
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**WESTERN TITLE INSURANCE  
AND GUARANTY COMPANY**

CIVIC CENTER OFFICE:  
CORNER VAN NESS AVENUE AND GROVE STREET  
DOWNTOWN OFFICE:  
129 MONTGOMERY STREET  
SAN FRANCISCO  
TELEPHONE UNDERHILL 3-0780

E-71176

parcel # 42

San Francisco, Calif.,

5-12-55

Application No.

468323

To

Housing Authority

Address

Howard St. San Francisco

We enclose the following:

Policy No.

Grant  
Deed

Grant to A. W. Wille

to

Housing Authority

Deed of Trust and Note

to

Mortgage and Note

to

Reconveyance

to

Agreement

Lease

Fire Insurance

We appreciate having had an opportunity of serving you

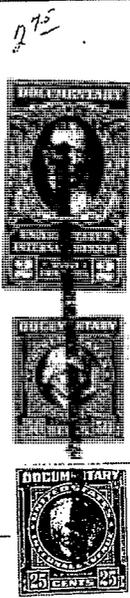
WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By

[Signature]

FORM 1005

2



For value received, EDITH A. WILDE,

GRANT S to HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

all that real property situate in the City and County of San Francisco, State of California, described as follows:

COMMENCING at the point of intersection of the northeasterly line of Egbert Avenue, and the northwesterly line of Griffith Street; running thence northwesterly and along said line of Egbert Avenue, 75 feet; thence at a right angle northeasterly 100 feet; thence at a right angle southeasterly 75 feet to the northwesterly line of Griffith Street; thence at a right angle southwesterly along said line of Griffith Street, 100 feet to the point of commencement. BEING Lot 16 in Block 514, BAY VIEW HOMESTEAD ASSOCIATION.

133

Dated March 21<sup>st</sup> 1955

Edith A. Wilde

STATE OF CALIFORNIA  
County of San Francisco  
On March 21<sup>st</sup> 1955  
before me, Edith A. Wilde Notary Public,  
in and for said County and State, personally appeared

Edith A. Wilde

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Edith A. Wilde  
Notary Public  
My commission expires June 3, 1957

When recorded mail to:  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_

FORM 734 1-53 Appl. No. \_\_\_\_\_

For Recorder's Use Only

071176

BOOK 6600 PAGE 591

RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.  
AT 30 MIN. PAST 8 A. M.

APR 27 1955

Liber \_\_\_\_\_ Official Records p. \_\_\_\_\_  
City and County of San Francisco, California

71176 APR 27 1955

4 Shirley A. Jolley  
RECORDER 160

Order No. 408327  
When recorded mail to

8-76106

Recorder's File No. 201-184 Pages

**GRANT DEED**

Donald M. MacKenzie

Thomas O. . .

69 TO  
Receiving Authority of San Francisco

40

Recorded at the Request of

at \_\_\_\_\_ min. past \_\_\_\_\_ o'clock \_\_\_\_\_ M.,

in Volume \_\_\_\_\_ of \_\_\_\_\_ page

County Rec. BOOK 0398 PAGE 49

APR 22 1955 Recorder.

By \_\_\_\_\_ Deputy Recorder.

Fee \$	INDEXED	COPIED	PAGED	COMPARED
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**WESTERN TITLE INSURANCE AND GUARANTY COMPANY**

CIVIC CENTER OFFICE:  
CORNER VAN NESS AVENUE AND GOWK STREET  
DOWNTOWN OFFICE:  
135 MONTGOMERY STREET  
SAN FRANCISCO  
TELEPHONE UNDESRHILL 3-0750

*Receives*  
*112*

D-70106.

Vol 1-18<sup>4</sup> Grant Deed Parcel #46

San Francisco, Calif., 5-9-55.

Application No. 468327

To Spousing Authority  
Address 440 Bush St J.F.

We enclose the following:

Policy No. \_\_\_\_\_  
Deed Grant Deed to Mac Kingie Spousing Authority to \_\_\_\_\_

Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_

Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_

Reconveyance \_\_\_\_\_ to \_\_\_\_\_

Agreement \_\_\_\_\_

Lease \_\_\_\_\_

Fire Insurance \_\_\_\_\_

We appreciate having had an opportunity of serving you.

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By J.F.

FORM 1005

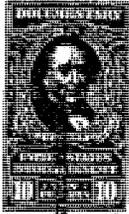
1320

For value received, DONALD M. MACKENZIE and SHERWIN C. MACKENZIE,

GRANT \_\_\_\_\_ to HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

all that real property situate in the City and County of San Francisco, State of California, described as follows:

COMMENCING at a point on the northeasterly line of Fitzgerald Avenue distant thereon 150 feet northwesterly from the northwesterly line of Griffith Street; running thence northwesterly and along said line of Fitzgerald Avenue, 200 feet; thence at a right angle northeasterly 200 feet to the southwesterly line of Egbert Avenue; thence at a right angle southeasterly along said line of Egbert Avenue, 200 feet; thence at a right angle southwesterly 200 feet to the point of commencement. BEING part of Lots 5 and 12, all of Lots 3, 4, 13, 14, Block 532, BAY VIEW HOMESTEAD ASSOCIATION.



172

Dated March 21<sup>st</sup> 1955

*Donald M. Mackenzie*  
*Sherwin C. Mackenzie*

STATE OF CALIFORNIA

County of San Francisco  
On March 21<sup>st</sup> 1955

before me, James C. Crepi, a Notary Public, in and for said San Francisco County and State, personally appeared

Donald M. Mackenzie  
Sherwin C. Mackenzie  
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

James C. Crepi  
Notary Public

My commission expires June 3, 1957

When recorded mail to:  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_

For Recorder's Use Only  
**D70106**  
 BOOK 6598 PAGE 49  
 RECORDED AT REQUEST OF  
 WESTERN TITLE INS. & GUAR. CO.  
 AT 30 MIN. PAST 8 A. M.  
 APR 22 1955  
 City and County of San Francisco, California  
 4 *[Signature]* 170

70106 APR 22 1955

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Deed, (the

Assignment, Release of

1  
X Donald M Mackenzie  
X Sherrin C u

- 7 -

b.9  
X Vesting Authority of the City & County of S. F.

Power of Attorney

1  
X Donald M Mackenzie  
X Sherrin C u

b.9  
X Vesting Authority of the City & County of S. F.

APR 22 1955

BROOK 6598 PAGE 50

3988-27 ✓

D. 70107

Cal 1-184 ~~Power of Attorney~~ Power  
San Francisco, Calif., 5-9-55  
Application No. 468327

To Housing Authority  
Address 440 Hyde St. SF

We enclose the following:

- Policy No. \_\_\_\_\_
- Deed \_\_\_\_\_ to \_\_\_\_\_
- Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_
- Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_
- Reconveyance \_\_\_\_\_ to \_\_\_\_\_
- Agreement \_\_\_\_\_
- Lease \_\_\_\_\_
- Fire Insurance \_\_\_\_\_

Done by Donald M. MacLaren To Housing Authority

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By DS

FORM 1005

RELEASE AND ASSIGNMENT TO THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO OF ALL INTEREST IN CERTAIN REAL PROPERTY TOGETHER WITH POWER OF ATTORNEY

WHEREAS, the undersigned and the Housing Authority of the City and County of San Francisco have entered an agreement whereby the undersigned has agreed to sell certain real property to the Housing Authority of the City and County of San Francisco; and

WHEREAS, said real property, hereinafter described, is subject to a certain judgment in favor of the United States (recorded on July 9, 1943 3988 O.R. 27 of the City and County of San Francisco) in the action entitled United States of America v. Certain Parcels of Land, U. S. District Court of California, No. 22643-R; and

WHEREAS, the United States has not terminated its right to possession of said real property by virtue of said action; now, therefore

The undersigned, in consideration of the purchase by the Housing Authority of the City and County of San Francisco of the title and interest of the undersigned in and to said real property and the payment to the undersigned of the agreed purchase price and for other good and valuable considerations, agrees as follows:

1. The undersigned hereby assigns, quitclaims, and transfers to the Housing Authority of the City and County of San Francisco, any and all right, title, interest in and to the said real property, and any and all claims for payments whether by way of rent, damages, or otherwise, heretofore, now, or hereafter due or arising or to become due or payable from the United States or any agency thereof by virtue of the use or occupancy of said real property by the United States or arising out of said action above described or for any other reason.

2. The undersigned understands and agrees that by selling the property hereinafter described to the Housing Authority of the City and County of San Francisco and by executing this instrument, the undersigned, sells, transfers, and assigns to the Housing Authority all right, title, interest, and claim in and to said real property and in or to any and all claims and demands against the United States or any agency thereof by virtue of use or occupancy of said real

23

70107 APR 22 1955

property by the United States or arising out of or in connection with said action in the United States District Court above described.

3. The undersigned hereby constitutes and appoints the Housing Authority of the City and County of San Francisco, his (her or their) attorney in fact with full power to enter, make and execute for and on behalf of the undersigned and in the name of the undersigned a termination agreement or any other agreement with the United States or any agency thereof with respect to said real property and said action, to compromise, adjust, settle and release on behalf of and in the name of the undersigned any and all claims, demands and causes of action for rent, use and occupancy of said land, taxes and damages, and to enter, make and execute any and all other instruments, releases, satisfactions of judgment, or other documents for, on behalf of, and in the name of the undersigned with the United States or any agency thereof in connection with said action in the United States District Court or the real property hereinafter described. This power of attorney is irrevocable.

4. In this connection the undersigned understands that any and all payments and damages from the United States in connection with the use and occupancy of said real property or the above action have been sold, assigned and transferred to the said Housing Authority and directs that said payments, if any, shall be made and paid by the United States or any agency thereof to the said Housing Authority for its account and use and the said Housing Authority shall as the attorney in fact for the undersigned make and give to the United States and any agency thereof, good and sufficient receipts and releases and satisfactions therefor.

5. The real property covered by this instrument and sold by the undersigned to the Housing Authority is situate in the City and County of San Francisco, State of California, and is particularly described as follows:

24

70107

4-22-55

24

COMMENCING at a point on the northeasterly line of Fitzgerald Avenue distant thereon 150 feet northwesterly from the northwesterly line of Griffith Street; running thence northwesterly and along said line of Fitzgerald Avenue, 200 feet; thence at a right angle northeasterly 200 feet to the southwesterly line of Egbert Avenue; thence at a right angle southeasterly along said line of Egbert Avenue, 200 feet; thence at a right angle southwesterly 200 feet to the point of commencement. BEING part of Lots 5 and 12, all of Lots 3, 4, 13, 14, Block 532, BAY VIEW HOMESTEAD ASSOCIATION.

Dated: March 21, 1955, San Francisco, California

BOOK 6598 PAGE 50

RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.  
AT 30 MIN. PAST 8 A. M.

APR 22 1955

Liber \_\_\_\_\_ Official Records p. \_\_\_\_\_  
City and County of San Francisco, California

*Sherrill M. MacKenzie*  
*Sherrill C. MacKenzie*

D70107

11 *Sherrill C. MacKenzie* 27  
RECORDER

STATE OF CALIFORNIA, }  
City and County of San Francisco }

On this 21<sup>st</sup> day of April in the year One Thousand Nine Hundred and Fifty A.D.

before me, IRENE CRESPI, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Donald M. MacKenzie and

Sherrill C. MacKenzie

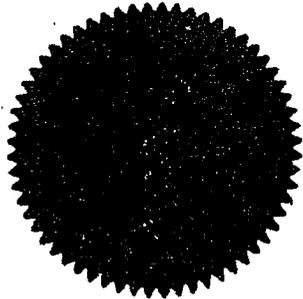
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of my office in the City and County of San Francisco, the day and year in this certificate first above written.

*Irene Crespi*

Notary Public in and for the City and County of San Francisco, State of California

My Commission Expires January 3, 1959



Order No.

When recorded mail to

POSTING AUTHORITY  
OF THE CITY AND COUNTY OF  
SAN FRANCISCO

*440 Turk St - 5th*

*GR 1-14 4 860691*

Recorder's File No. *4.11-125*

**5**

*37* **GRANT DEED**

*Josie Johnson*  
*TO*

*Western Title Insurance Co of Calif*  
Recorded at the Request of

at . . . min. past . . . o'clock, . . . M.,

in Volume . . . page . . . of

County Records. *Book 5809*  
*Page 345*

By . . . Recorder.

Deputy Recorder.

Fee \$

INDEXED	COPIED	PAGED	COMPAED
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**WESTERN TITLE INSURANCE  
AND GUARANTY COMPANY**

CIVIC CENTER OFFICE:  
240 VAN NESS AVENUE  
DOWNTOWN OFFICE:  
130 MONTGOMERY STREET  
GEARY BOULEVARD OFFICE:  
3138 GEARY BOULEVARD  
SAN FRANCISCO  
TELEPHONE UNDERHILL 3-0730

E-60691

San Francisco, Calif., 4-30-56

Application No. 468304

To Planning Authority of City & Co of SF  
Address 440 Junk Street SF

We enclose the following:

- Policy No. \_\_\_\_\_
- Deed Louis Johnson to Planning Authority
- Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_
- Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_
- Reconveyance \_\_\_\_\_ to \_\_\_\_\_
- Agreement \_\_\_\_\_
- Lease \_\_\_\_\_
- Fire Insurance \_\_\_\_\_

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By [Signature]

FORM 1005

BOOK 6809 PAGE 345

For value received, LOUIS JOHNSON and LINA JOHNSON, his wife

GRANT.....to HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO,

all that real property situate in the City and

County of San Francisco, State of California, described as follows:

All of Lots Nos. 5, 6, 7, 8, 9, 10, 11 and 12 of Block 512, and all of Lots Nos, 5, 6, 7, 8, 9, 10 and 11 in Block 513, according to the Map entitled "Plan of the property of the Bay View Homestead Association" filed in the office of the County Recorder of the City and County of San Francisco, State of California, June 19, 1872 and recorded in Book "8" and "9" of Maps, page 3.



222

Dated March 13<sup>th</sup> 1956

*Louis Johnson*  
Louis Johnson  
*Lena Johnson*  
Lena Johnson

STATE OF CALIFORNIA

City and County of San Francisco  
On March 13<sup>th</sup> 1956  
before me, *Jane Lerespiz*, Notary Public,  
in and for said County and State, personally appeared  
*Louis Johnson and Lena Johnson his wife*

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that he executed the same.

*Jane Lerespiz*  
Notary Public  
My commission expires Jan 3, 1959

For Recorder's Use Only

E60691

BOOK 6809 PAGE 345

RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.  
At 37 Min. Past 12 P. M.

MAR 20 1956

City and County of San Francisco, California

*Sho A. Brown*  
RECORDER

RECORDING FEE \$2.00

60691 MP30256

RECORDING AUTHORITY  
OF THE CITY AND COUNTY OF  
SAN FRANCISCO  
140 Tenth St.

Order No. *E. 60044.116*

### GRANT DEED

CORPORATION

WESTERN TITLE INS. & GUAR. CO.

TO *Trusty*

Recording Authority of the City & County of S. F.

Recorded at the Request of

at \_\_\_\_\_ min. past \_\_\_\_\_ o'clock \_\_\_\_\_ M., 19\_\_\_\_

In Volume \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_

Country Records. **BOOK 6807 PAGE 619**

Recorder. \_\_\_\_\_

By *WAP 19 1935* Deputy Recorder.

Fee \$ \_\_\_\_\_

INDEXED	COPIED	FILED	CHECKED
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FOUNDED 1848 INCORPORATED 1868

**TITLE INSURANCE  
AND GUARANTEE COMPANY**  
130 MONTGOMERY STREET  
SAN FRANCISCO  
TELEPHONE DOUGLASS 2-2300

For value received, WESTERN TITLE INSURANCE AND GUARANTY COMPANY, a corporation formerly Title Insurance and Guaranty Company

GRANTS.....to HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

all that real property situate in the \_\_\_\_\_ City and \_\_\_\_\_

County of San Francisco, State of California, described as follows:

Lots Nos. 2, 3, 4, 5, 12, 13, 14 and 15 in Block 511 according to Map entitled "Plan of the Property of the Bay View Homestead Association" filed in the office of the Recorder of the City and County of San Francisco, June 19, 1872 and recorded in Map Book "C & D" at page 3.



231

IN WITNESS WHEREOF, said corporation has executed these presents by its officers thereunto duly authorized, this sixteenth day of March, 1956.....

WESTERN TITLE INSURANCE AND GUARANTY COMPANY, a corporation

By *Will Richardson* Vice-President  
By *Barbara Trost* Secretary

STATE OF CALIFORNIA  
County of *San Francisco*  
On *March 16*, 1956  
before me, *Irene Tesespe*  
a Notary Public, in and for said County and State,  
personally appeared *Will Richardson*  
*Barbara Trost*, known to me  
to be the *Vice* President and the *auth* Secretary  
of the corporation that executed the within instrument, and also known to me  
to be the persons who executed it on behalf of such corporation, and  
acknowledged to me that such corporation executed the same, and further  
acknowledged to me that such corporation executed the within instrument  
pursuant to its by-laws or a resolution of its Board of Directors.

*Irene Tesespe*  
Notary Public  
My commission expires *Jan 3, 1959*  
When recorded mail to \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
FORM 71B Appl. No. \_\_\_\_\_

For Recorder's Use Only  
E60044  
BOOK 6807 PAGE 619  
RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.  
MAR 16 3 13 PM '56  
SAN FRANCISCO, CALI.  
*Thor G. Gooney* 200

60044 MAR 16 1956



City 187 Parcel # 411

San Francisco, Calif., Mar. 29, 1956

Application No. 468325

To Housing Authority of City and County of San Francisco

Address 440-Turk St. SF

We enclose the following:

Policy No. 468325 (copy)

Deed \_\_\_\_\_ to \_\_\_\_\_

Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_

Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_

Reconveyance \_\_\_\_\_ to \_\_\_\_\_

Agreement \_\_\_\_\_

Lease \_\_\_\_\_

Fire Insurance \_\_\_\_\_

Recorded Decree of final distribution (6752 OR 169)

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By E. Raethke

468325

BOOK 5752 PAGE 169  
169

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P. H. MCCARTHY, JR.  
F. NASON O'HARA  
HERBERT S. JOHNSON  
Attorneys at Law  
518 Balboa Building  
593 Market Street  
San Francisco 5, California  
DOuglas 2-0726

**ENDORSED**

**FILED**

NOV 29 1955

Attorneys for Administrator  
By MARTIN MORGAN, Clerk  
P. L. CLAVERE  
Deputy Clerk

THE ANNEXED INSTRUMENT IS  
A CORRECT COPY OF THE ORIGINAL  
ON FILE IN MY OFFICE  
ATTEST: CERTIFIED  
NOV 29 1955  
MARTIN MORGAN, CLERK  
OF SAN FRANCISCO AND EX-CELSIOR  
OF THE COUNTY OF SAN FRANCISCO  
OF THE STATE OF CALIFORNIA

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE  
CITY AND COUNTY OF SAN FRANCISCO

In the Matter of the Estate  
of  
JULIA RIBARSKY, also known as  
JUDITH RIBARSKY,  
Deceased.

NO. 134279

DECREE OF FINAL DISTRIBUTION

JOSEPH S. RIBARSKY, Administrator of the estate of JULIA RIBARSKY, also known as JUDITH RIBARSKY, deceased, having on the 9th day of November, 1955, rendered and filed herein a full account and report of his administration of said estate, which said account and petition this day coming on regularly to be heard, and proof having been made to the satisfaction of the court that the clerk had given notice of the settlement of said account and the hearing of said petition, in the manner and for the time required by law the court finds:

1. That said account is in all respects true and correct, and that it is supported by proper vouchers; that the residue of money in the hands of the administrator at the time of filing said account was One Thousand Eighty-four and 22/100 (\$1,084.22) Dollars, and that there will be no further expenditures necessary in the closing of said estate.

2. That due and legal notice to creditors of said estate has been given in the manner and for the time required by law.

1.

68

3  
I

PERSONAL PROPERTY:

BOOK 8752 PAGE 171

Cash

\$4,341.76

Promissory note in the amount of \$3,800.00, executed by Lillian Louise Singleton in favor of the Estate of Julia Ribarsky.

REAL PROPERTY:

Parcel 1:

Commencing at the point of intersection of the southwesterly line of Gilman Avenue and the northwesterly line of Jennings street; running thence northwesterly along said line of Gilman Avenue 25 feet; thence at a right angle southwesterly 100 feet; thence at a right angle southeasterly 25 feet to the northwesterly line of Jennings street 100 feet to the point of commencement.

Being Lot No. 1 in Block No. 550 of the Bay View Tract.

Parcel 2:

Commencing at the point of intersection of the northwesterly line of Griffith street (formerly "G" street south) with the southwesterly line of Egbert Avenue (formerly 29th Avenue south) running thence southwesterly and along said northwesterly line of Griffith street 100 feet; thence at a right angle northwesterly 75 feet; thence at a right angle northeasterly 100 feet to the southwesterly line of Egbert street; thence at a right angle southeasterly and along said line of Egbert Avenue 75 feet to the northwesterly line of Griffith street and the point of commencement.

Being part of Lot No. 1, Bay View Homestead Association, Block No. 532.

DATED: November 25, 1955.

6752-169

BOOK 8752 PAGE 171

RECORDED AT REQUEST OF

T. I. FITZPATRICK

WESTERN TITLE INS. & GUAR. CO.

Judge of the Superior Court

Dec 12 2 33 P 55

SAN FRANCISCO, CALIF.

*Thos. R. Conway*  
RECORDED

E38204

12 260

3.

438305

Order No.

When recorded mail to

Recorder's  
File No.

33

**GRANT DEED**

13 To the said of *Richard*

*Small*

*1097*  
*Newberry with city s.d.t.*

Recorded at the Request of

at \_\_\_\_\_ Min. past \_\_\_\_\_ o'clock \_\_\_\_\_ M., 19\_\_\_\_

in Volume \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_

County Records.

**BOOK 6752 PAGE 172**

Recorder.

By \_\_\_\_\_ Deputy Recorder.

Fee \$ \_\_\_\_\_

INDEXED	COPIED	PAGED	COMPALED
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**WESTERN TITLE INSURANCE AND GUARANTY COMPANY**

CIVIC CENTER OFFICE:  
CORNER VAN NESS AVENUE AND GROVE STREET  
DOWNTOWN OFFICE:  
126 MONTGOMERY STREET  
SAN FRANCISCO  
TELEPHONE UNDERHILL 3-0790

1953

San Francisco, Calif.

Application No. 468 325

6-1-41

To Housing Authority of D.F.

Address 440 S Turk St - S.F. Cal

We enclose the following:

Policy No. \_\_\_\_\_

Deed Ribarsky to Housing Authority

Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_

Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_

Reconveyance \_\_\_\_\_ to \_\_\_\_\_

Agreement \_\_\_\_\_

Lease \_\_\_\_\_

Fire Insurance \_\_\_\_\_

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By T. Carlson

FORM 1008

162



For value received, JOSEPH S. RIBARSKY and EMIL J. RIBARSKY

GRANT \_\_\_\_\_ to HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

all that real property situate in the City and County of San Francisco, State of California, described as follows:

COMMENCING at the point of intersection of the northwesterly line of Griffith Street and the southwesterly line of Egbert Avenue; running thence southwesterly and along said line of Griffith Street, 100 feet; thence at a right angle northwesterly 75 feet; thence at a right angle northeasterly 100 feet to the southwesterly line of Egbert Avenue; thence at a right angle southeasterly and along said line of Egbert Avenue, 75 feet to the point of commencement. BEING Lot No. 1 in Block No. 532, BAY VIEW HOMESTEAD ASSOCIATION.

152

Dated December 2nd 19 55.

STATE OF CALIFORNIA

City + County of San Francisco

On Dec 2 1955 before me, Paul M. Maritz, a Notary Public, in and for said City and County and State, personally appeared Joseph S. Ribarsky and Emil J. Ribarsky

and they acknowledged to me that they executed the same.

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Paul M. Maritz Notary Public

My commission expires 4-12-52

When recorded mail to: Name Address City State

FORM 73A 1-53 Appl. No.

Joseph S. Ribarsky Joseph S. Ribarsky

Emil J. Ribarsky Emil J. Ribarsky

For Recorder's Use Only  
**E38305**  
 RECORDED AT REQUEST OF  
 WESTERN TITLE INS. & GUAR. CO.  
 DEC 12 2 33 P 55  
 BOOK 6752 PAGE 172  
 SAN FRANCISCO, CALIF.  
 For a money RECORDER  
 4 1.70

58305 DEC 12 1955

BOARD OF AUTHORITY  
OF THE COUNTY OF  
ST. FRANCIS

34

*Mr. ...*

San Francisco, Calif., Nov 28, 1956  
Application No. 468325

To Manning Authority of the City + Co of SF  
Address 440 Furr St

We enclose the following:

- ~~Policy No.~~ \_\_\_\_\_
  - ~~Deed~~ \_\_\_\_\_ to \_\_\_\_\_
  - ~~Deed of Trust and Note~~ \_\_\_\_\_ to \_\_\_\_\_
  - ~~Mortgage and Note~~ \_\_\_\_\_ to \_\_\_\_\_
  - ~~Reconveyance~~ \_\_\_\_\_ to \_\_\_\_\_
  - ~~Agreement~~ \_\_\_\_\_
  - ~~Lease~~ \_\_\_\_\_
  - ~~Fire Insurance~~ \_\_\_\_\_
- Release + Assignment re Parcel 44 - Radlett, et al

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY  
By J. W. [Signature]

FORM 1003

Cal 1-18-4  
Parcel 44

468325

RELEASE AND ASSIGNMENT TO THE HOUSING AUTHORITY  
OF THE CITY AND COUNTY OF SAN FRANCISCO OF ALL  
INTEREST IN CERTAIN REAL PROPERTY TOGETHER WITH  
POWER OF ATTORNEY

WHEREAS, the undersigned and the Housing Authority of the City and County of San Francisco have entered an agreement whereby the undersigned has agreed to sell certain real property to the Housing Authority of the City and County of San Francisco; and

WHEREAS, said real property, hereinafter described, is subject to a certain judgment in favor of the United States (recorded on July 9, 1943 3988 O.R. 27 of the City and County of San Francisco) in the action entitled United States of America v. Certain Parcels of Land, U. S. District Court of California, No. 22643-R; and

WHEREAS, the United States has not terminated its right to possession of said real property by virtue of said action; now, therefore

The undersigned, in consideration of the purchase by the Housing Authority of the City and County of San Francisco of the title and interest of the undersigned in and to said real property and the payment to the undersigned of the agreed purchase price and for other good and valuable considerations, agrees as follows:

1. The undersigned hereby assigns, quitclaims, and transfers to the Housing Authority of the City and County of San Francisco, any and all right, title, interest in and to the said real property, and any and all claims for payments whether by way of rent, damages, or otherwise, heretofore, now, or hereafter due or arising or to become due or payable from the United States or any agency thereof by virtue of the use or occupancy of said real property by the United States or arising out of said action above described or for any other reason.

2. The undersigned understands and agrees that by selling the property hereinafter described to the Housing Authority of the City and County of San Francisco and by executing this instrument, the undersigned, sells, transfers, and assigns to the Housing Authority all right, title, interest, and claim in and to said real property and in or to any and all claims and demands against the United States or any agency thereof by virtue of use or occupancy of said real

property by the United States or arising out of or in connection with said action in the United States District Court above described.

3. The undersigned hereby constitutes and appoints the Housing Authority of the City and County of San Francisco, his (her or their) attorney in fact with full power to enter, make and execute for and on behalf of the undersigned and in the name of the undersigned a termination agreement or any other agreement with the United States or any agency thereof with respect to said real property and said action, to compromise, adjust, settle and release on behalf of and in the name of the undersigned any and all claims, demands and causes of action for rent, use and occupancy of said land, taxes and damages, and to enter, make and execute any and all other instruments, releases, satisfactions of judgment, or other documents for, on behalf of, and in the name of the undersigned with the United States or any agency thereof in connection with said action in the United States District Court or the real property hereinafter described. This power of attorney is irrevocable.

4. In this connection the undersigned understands that any and all payments and damages from the United States in connection with the use and occupancy of said real property or the above action have been sold, assigned and transferred to the said Housing Authority and directs that said payments, if any, shall be made and paid by the United States or any agency thereof to the said Housing Authority for its account and use and the said Housing Authority shall as the attorney in fact for the undersigned make and give to the United States and any agency thereof, good and sufficient receipts and releases and satisfactions therefor.

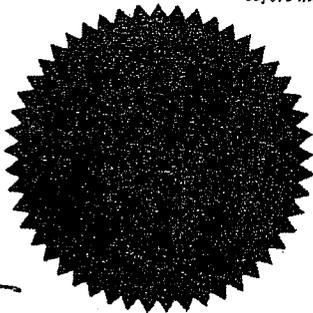
5. The real property covered by this instrument and sold by the undersigned to the Housing Authority is situate in the City and County of San Francisco, State of California, and is particularly described as follows:

COMMENCING at the point of intersection of the northwesterly line of Griffith Street and the southwesterly line of Egbert Avenue; running thence southwesterly and along said line of Griffith Street, 100 feet; thence at a right angle northwesterly 75 feet; thence at a right angle northeasterly 100 feet to the southwesterly line of Egbert Avenue; thence at a right angle southeasterly and along said line of Egbert Avenue, 75 feet to the point of commencement.  
 BEING Lot No. 1 in Block No. 532, BAY VIEW HOMESTEAD ASSOCIATION.

Dated: October 21, 1955

REPUBLICAN CREDITORS

day of December in the year one thousand nine hundred and fifty five  
 before me, Paul M. Maritz, a Notary Public in and for the  
City and County of San Francisco, State of California,  
 residing therein, duly commissioned and sworn, personally appeared



Samuel Radzicki & Joseph J. Ribarsky and Emil J. Ribarsky  
 known to me to be the persons whose names are subscribed to the within instrument,  
 and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
 in the City and County of San Francisco the day and  
 year in this certificate first above written.

Paul M. Maritz  
 Notary Public in and for the City and County of San Francisco  
 State of California.

Cowdery's Form No. 34—(Acknowledgment—General) (C. C. Sec. 1189)

My Commission Expires 4-12-56

E 38301

Order No.

When recorded mail to

Recorder's  
File No.

**GRANT DEED**

*Samuel Radwick*

10

*109*  
*Honoring birthday of J. J. Cal.*

**35**

Recorded at the Request of

at \_\_\_\_\_ min. past \_\_\_\_\_ o'clock \_\_\_\_\_ M.,  
\_\_\_\_\_ 19\_\_\_\_

In Volume \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ Page \_\_\_\_\_

County Records.

**BOOK 5752 PAGE 173**

Recorder.

By \_\_\_\_\_  
Deputy Recorder.

Fee \$ \_\_\_\_\_

INDEXED	COPIED	PAID	COMPLETED
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**WESTERN TITLE INSURANCE  
AND GUARANTY COMPANY**

CIVIC CENTER OFFICE:  
CORIEN VAN NESS AVENUE AND GROVE STREET  
DOWNTOWN OFFICE:  
125 MONTGOMERY STREET  
SAN FRANCISCO  
TELEPHONE UNDERHILL 3-0750  
1955

11

San Francisco, Calif., January 11, 1956

Application No. 468 325

To Housing Authority of S. F.  
Address 440 Turk St S. F. Cal.

We enclose the following:

- Policy No. \_\_\_\_\_
- Deed Raddeick to Housing Authority
- Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_
- Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_
- Reconveyance \_\_\_\_\_ to \_\_\_\_\_
- Agreement \_\_\_\_\_
- Lease \_\_\_\_\_
- Fire Insurance \_\_\_\_\_

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By T. Carlson

FORM 1005



For value received, SAMUEL KADLECICK

GRANT S to HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

all that real property situate in the City and County of San Francisco, State of California, described as follows:

COMMENCING at the point of intersection of the northwesterly line of Griffith Street and the southwesterly line of Egbert Avenue; running thence southwesterly and along said line of Griffith Street, 100 feet; thence at a right angle northwesterly 75 feet; thence at a right angle northeasterly 100 feet to the southwesterly line of Egbert Avenue; thence at a right angle southeasterly and along said line of Egbert Avenue, 75 feet to the point of commencement.

BEING Lot No. 1 in Block No. 532, BAY VIEW HOMESTEAD ASSOCIATION.

153

Dated Oct 31 1956

Samuel Kadlecik  
Samuel Kadlecik

STATE OF CALIFORNIA  
City and County of San Francisco  
On October 31 1956  
before me, Paul J. ... a Notary Public,  
in and for said City and County and State, personally appeared

Samuel Kadlecik  
whose name ... subscribed to  
the within instrument, and acknowledged to me that ... he executed the same.  
Paul J. ...  
Notary Public  
My commission expires 4-12-56

When recorded mail to:  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Appl. No. \_\_\_\_\_

For Recorder's Use Only  
E38306  
BOOK 6752 PAGE 173  
RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.  
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SAN FRANCISCO, CALIF.  
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Order No.:

When recorded mail to

Recorder's  
File No.

36

43 GRANT DEED  
*(initials) K. Kaufman*

59 4 4 *Graber & Gray*

TO

*Housing Authority of San Francisco*

Recorded at the Request of

at ..... min. past ..... o'clock, ..... M.,  
19.....

in Volume ..... of  
..... page

County Records

BOOK 6777 PAGE 457

Recorder:

By ..... Deputy Recorder.

Fee \$ .....

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WESTERN TITLE INSURANCE  
AND GUARANTY COMPANY

CIVIC CENTER OFFICE:  
240 VAN NESS AVENUE  
DOWNTOWN OFFICE:  
130 MONTGOMERY STREET  
GEARY BOULEVARD OFFICE:  
518 GEARY BOULEVARD  
SAN FRANCISCO  
TELEPHONE UNDERHILL 3-0750

6-48387

San Francisco, Calif., 3-13-56

Application No. 468326

To Shewing Authority, City & County of S.F.  
Address 440 Geary St.

We enclose the following:

Policy No. \_\_\_\_\_

Deed Amended to Shewing Authority

Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_

Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_

Reconveyance \_\_\_\_\_ to \_\_\_\_\_

Agreement \_\_\_\_\_

Lease \_\_\_\_\_

Fire Insurance \_\_\_\_\_

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By [Signature]

FORM 1005

2<sup>75</sup>

BOOK 6777 PAGE 457

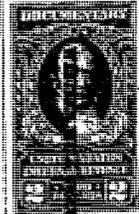
For value received, ANCILLA T. KAUFMAN, formerly ANCILLA T. GARCIA

GRANT.....to HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

all that real property situate in the City and

County of San Francisco, State of California, described as follows:

COMMENCING at a point on the southwesterly line of Egbert Avenue, distant thereon 75 feet northwesterly from the northwesterly line of Griffith Street; running thence northwesterly and along said line of Egbert Avenue, 75 feet; thence at a right angle southwesterly 200 feet to the north-easterly line of Fitzgerald Avenue; thence at a right angle southeasterly along said line of Fitzgerald Avenue, 75 feet; thence at a right angle northeasterly 200 feet to the point of commencement.  
BEING Lots 2 and 15, in Block 532, BAY VIEW HOMESTEAD ASSOCIATION.



119

Dated January 19<sup>th</sup> 1956

*Ancilla T. Kaufman*  
Ancilla T. Kaufman

STATE OF CALIFORNIA

County of *San Francisco*  
On *January 27<sup>th</sup>* 1956  
before me, *Lucia Lopez*, a Notary Public,  
in and for said County and State, personally appeared  
*Ancilla T. Kaufman*

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that s/he executed the same.

*Lucia Lopez*  
Notary Public  
My commission expires *Jan. 3, 1959*

For Recorder's Use Only

E48387

RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.  
AT 30 MIN. PAST 8 A. M.

JAN 30 1956

Official Records, p  
City and County of San Francisco, California

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RECORDER

BOOK 6777 PAGE 457

48387 JAN 30 1956

INDEXED 2nd E 48380 37

Power of attorney Agreement

THE FLETCHERS GRANITE

100

43

Unella G. Kaufman X

59 " " Garcia X

— 75 X

59 Housing, Betty & James X

BOOK 6777 PAGE 459

Deed, Rel. & congn.

#3 Unella T. Kaufman X

(59 " " Garcia (Frank) X

9th Housing authority of the city & Co. of San Francisco X

JAN 9 1958

Cal 1-18 #45

San Francisco, Calif.,

Application No.

To Francisco Pacheco  
Address 1000 ...

We enclose the following:

- Policy No. \_\_\_\_\_
- Deed \_\_\_\_\_ to \_\_\_\_\_
- Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_
- Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_
- Reconveyance \_\_\_\_\_ to \_\_\_\_\_
- Agreement \_\_\_\_\_
- Lease \_\_\_\_\_
- Fire Insurance \_\_\_\_\_

① Power of attorney  
② ...

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By T. Carlson

FORM 1005

INDEXED  
E 4838  
Power of attorney  
[Signature]  
[Stamp]

RELEASE AND ASSIGNMENT TO THE HOUSING AUTHORITY  
OF THE CITY AND COUNTY OF SAN FRANCISCO OF ALL  
INTEREST IN CERTAIN REAL PROPERTY TOGETHER WITH  
POWER OF ATTORNEY

WHEREAS, the undersigned and the Housing Authority of the City and County of San Francisco have entered an agreement whereby the undersigned has agreed to sell certain real property to the Housing Authority of the City and County of San Francisco; and

WHEREAS, said real property, hereinafter described, is subject to a certain judgment in favor of the United States (recorded on July 9, 1943 3988 O.R. 27 of the City and County of San Francisco) in the action entitled United States of America v. Certain Parcels of Land, U. S. District Court of California, No. 22643-R; and

WHEREAS, the United States has not terminated its right to possession of said real property by virtue of said action; now, therefore

The undersigned, in consideration of the purchase by the Housing Authority of the City and County of San Francisco of the title and interest of the undersigned in and to said real property and the payment to the undersigned of the agreed purchase price and for other good and valuable considerations, agrees as follows:

1. The undersigned hereby assigns, quitclaims, and transfers to the Housing Authority of the City and County of San Francisco, any and all right, title, interest in and to the said real property, and any and all claims for payments whether by way of rent, damages, or otherwise, heretofore, now, or hereafter due or arising or to become due or payable from the United States or any agency thereof by virtue of the use or occupancy of said real property by the United States or arising out of said action above described or for any other reason.

2. The undersigned understands and agrees that by selling the property hereinafter described to the Housing Authority of the City and County of San Francisco and by executing this instrument, the undersigned, sells, transfers, and assigns to the Housing Authority all right, title, interest, and claim in and to said real property and in or to any and all claims and demands against the United States or any agency thereof by virtue of use or occupancy of said real

48389 JAN30'56

property by the United States or arising out of or in connection with said action in the United States District Court above described.

3. The undersigned hereby constitutes and appoints the Housing Authority of the City and County of San Francisco, his (her or their) attorney in fact with full power to enter, make and execute for and on behalf of the undersigned and in the name of the undersigned a termination agreement or any other agreement with the United States or any agency thereof with respect to said real property and said action, to compromise, adjust, settle and release on behalf of and in the name of the undersigned any and all claims, demands and causes of action for rent, use and occupancy of said land, taxes and damages, and to enter, make and execute any and all other instruments, releases, satisfactions of judgment, or other documents for, on behalf of, and in the name of the undersigned with the United States or any agency thereof in connection with said action in the United States District Court or the real property hereinafter described. This power of attorney is irrevocable.

4. In this connection the undersigned understands that any and all payments and damages from the United States in connection with the use and occupancy of said real property or the above action have been sold, assigned and transferred to the said Housing Authority and directs that said payments, if any, shall be made and paid by the United States or any agency thereof to the said Housing Authority for its account and use and the said Housing Authority shall as the attorney in fact for the undersigned make and give to the United States and any agency thereof, good and sufficient receipts and releases and satisfactions therefor.

5. The real property covered by this instrument and sold by the undersigned to the Housing Authority is situate in the City and County of San Francisco, State of California, and is particularly described as follows:

4F389 Jan 30, 56

COMMENCING at a point on the southwesterly line of Egbert Avenue, distant thereon 75 feet northwesterly from the northwesterly line of Griffith Street; running thence northwesterly and along said line of Egbert Avenue, 75 feet; thence at a right angle southwesterly 200 feet to the northeasterly line of Fitzgerald Avenue; thence at a right angle southeasterly along said line of Fitzgerald Avenue, 75 feet; thence at a right angle northeasterly 200 feet to the point of commencement.  
BEING Lots 2 and 15, in Block 532, BAY VIEW HOMESTEAD ASSOCIATION.

45?

Dated: January 19, 1956, San Francisco, California

BOOK 6777 PAGE 459

RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.  
AT 30 MIN. PAST 8 A. M.

JAN 30 1956

Liber \_\_\_\_\_ Official Records, p \_\_\_\_\_  
City and County of San Francisco, California

Anella T. Kaufman  
Indemnity  
Anella T. Kaufman

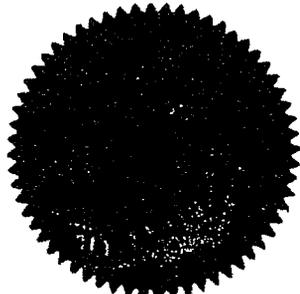
E48389

3 Shirley A. Zomer 36  
RECORDER

(The above instrument should be acknowledged by each party before a Notary Public in the same form as in the case of deeds of real property)

STATE OF CALIFORNIA, }  
City and County of San Francisco } ss.

On this 27<sup>th</sup> day of January, in the year One Thousand Nine Hundred and Fifty Six  
before me, IRENE CRESPI, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Anella T. Kaufman



known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Irene Crespi  
Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires January 3, 1959

Order No.

When recorded mail to

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Recorder's  
File No. 19

38

**GRANT DEED**  
*Robert A. Gornick*

*19* 10  
*Honoring Writely. John Thomas*

Recorded at the Request of

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at.....min. past.....o'clock.....M.,

in Volume.....of

.....Page.....

County Records **6777** **PAGE 458**  
BOOK

Recorder.

By.....  
Deputy Recorder.

Fee \$.....

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**WESTERN TITLE INSURANCE  
AND GUARANTY COMPANY**

CIVIC CENTER OFFICE:  
CORNER VAN NESS AVENUE AND GROVE STREET  
DOWNTOWN OFFICE: *10/11/1958*  
126 MONTGOMERY STREET  
SAN FRANCISCO  
TELEPHONE UNDERHILL 3-0750

6-44388

San Francisco, Calif., 5-12-56

Application No. 442326

To Shewing Authority, City & County of S.F.  
Address 240 Stock St.

We enclose the following:

Policy No. \_\_\_\_\_

Deed General to Shewing Authority

Deed of Trust and Note \_\_\_\_\_ to \_\_\_\_\_

Mortgage and Note \_\_\_\_\_ to \_\_\_\_\_

Reconveyance \_\_\_\_\_ to \_\_\_\_\_

Agreement \_\_\_\_\_

Lease \_\_\_\_\_

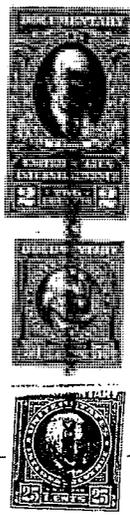
Fire Insurance \_\_\_\_\_

We appreciate having had an opportunity of serving you

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By [Signature]

7275



For value received, ROBERT AINSLEE GERRISH

GRANTS to HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

all that real property situate in the City and County of San Francisco, State of California, described as follows:

COMMENCING at a point on the southwesterly line of Egbert Avenue, distant thereon 75 feet northwesterly from the northwesterly line of Griffith Street; running thence northwesterly and along said line of Egbert Avenue, 75 feet; thence at a right angle southwesterly 200 feet to the northeasterly line of Fitzgerald Avenue; thence at a right angle southeasterly along said line of Fitzgerald Avenue, 75 feet; thence at a right angle northeasterly 200 feet to the point of commencement. BEING Lots 2 and 15, in Block 532, BAY VIEW HOMESTEAD ASSOCIATION.

120

Dated November 22 1955

Robert Ainslee Gerrish

STATE OF CALIFORNIA City & County of San Francisco

On Nov 22 1955 before me, Paul M. Maritz, a Notary Public, in and for said City and County and State, personally appeared

Robert Ainslee Gerrish

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

Paul M. Maritz Notary Public My commission expires 4-12-56

When recorded mail to: Name Address City State Appl. No.

For Recorder's Use Only E48388 BOOK 6777 PAGE 458 RECORDED AT REQUEST OF WESTERN TITLE INS. & GUAR. CO. AT 30 MIN. PAST 8 A. M. JAN 30 1956 Liber Official Records, p City and County of San Francisco, California The A. Somers 208 RECORDER

E48388 JAN 30 1956

E 48390

~~Blanchard & Co. v. ...~~

~~RECEIVED ...~~

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E. 48390 #

Power of att. 39

R. A. Kennick X

Showing authenticity of the  
by city & co of San Francisco X

~~San Francisco, Calif.~~

R. A. Yorkish

R. A. Kennick X

"Showing authenticity  
of the City & Co. of  
San Francisco. X

BOOK 6777 PAGE 462

Power of att.

JAN 30 1956

Book 6777  
Page 462

JAN 30 1956

RELEASE AND ASSIGNMENT TO THE HOUSING AUTHORITY  
OF THE CITY AND COUNTY OF SAN FRANCISCO OF ALL  
INTEREST IN CERTAIN REAL PROPERTY TOGETHER WITH  
POWER OF ATTORNEY

WHEREAS, the undersigned and the Housing Authority of the City and County of San Francisco have entered an agreement whereby the undersigned has agreed to sell certain real property to the Housing Authority of the City and County of San Francisco; and

WHEREAS, said real property, hereinafter described, is subject to a certain judgment in favor of the United States (recorded on July 9, 1943 3988 O.R. 27 of the City and County of San Francisco) in the action entitled United States of America v. Certain Parcels of Land, U. S. District Court of California, No. 22643-R; and

WHEREAS, the United States has not terminated its right to possession of said real property by virtue of said action; now, therefore

The undersigned, in consideration of the purchase by the Housing Authority of the City and County of San Francisco of the title and interest of the undersigned in and to said real property and the payment to the undersigned of the agreed purchase price and for other good and valuable considerations, agrees as follows:

1. The undersigned hereby assigns, quitclaims, and transfers to the Housing Authority of the City and County of San Francisco, any and all right, title, interest in and to the said real property, and any and all claims for payments whether by way of rent, damages, or otherwise, heretofore, now, or hereafter due or arising or to become due or payable from the United States or any agency thereof by virtue of the use or occupancy of said real property by the United States or arising out of said action above-described or for any other reason.

2. The undersigned understands and agrees that by selling the property hereinafter described to the Housing Authority of the City and County of San Francisco and by executing this instrument, the undersigned, sells, transfers, and assigns to the Housing Authority all right, title, interest, and claim in and to said real property and in or to any and all claims and demands against the United States or any agency thereof by virtue of use or occupancy of said real

48390 JAN3056

property by the United States or arising out of or in connection with said action in the United States District Court above described.

3. The undersigned hereby constitutes and appoints the Housing Authority of the City and County of San Francisco, his (her or their) attorney in fact with full power to enter, make and execute for and on behalf of the undersigned and in the name of the undersigned a termination agreement or any other agreement with the United States or any agency thereof with respect to said real property and said action, to compromise, adjust, settle and release on behalf of and in the name of the undersigned any and all claims, demands and causes of action for rent, use and occupancy of said land, taxes and damages, and to enter, make and execute any and all other instruments, releases, satisfactions of judgment, or other documents for, on behalf of, and in the name of the undersigned with the United States or any agency thereof in connection with said action in the United States District Court or the real property hereinafter described. This power of attorney is irrevocable.

4. In this connection the undersigned understands that any and all payments and damages from the United States in connection with the use and occupancy of said real property or the above action have been sold, assigned and transferred to the said Housing Authority and directs that said payments, if any, shall be made and paid by the United States or any agency thereof to the said Housing Authority for its account and use and the said Housing Authority shall as the attorney in fact for the undersigned make and give to the United States and any agency thereof, good and sufficient receipts and releases and satisfactions therefor.

5. The real property covered by this instrument and sold by the undersigned to the Housing Authority is situate in the City and County of San Francisco, State of California, and is particularly described as follows:

48390 Jan 30, 56

BOOK 6777 PAGE 464

COMMENCING at a point on the southwesterly line of Egbert Avenue, distant thereon 75 feet northwesterly from the northwesterly line of Griffith Street; running thence northwesterly and along said line of Egbert Avenue, 75 feet; thence at a right angle southwesterly 200 feet to the northeasterly line of Fitzgerald Avenue; thence at a right angle southeasterly along said line of Fitzgerald Avenue, 75 feet; thence at a right angle northeasterly 200 feet to the point of commencement.  
BEING Lots 2 and 15, in Block 532, BAY VIEW HOMESTEAD ASSOCIATION.

Dated: January 19, 1958, San Francisco, California

BOOK 6777 PAGE 462

R. A. Gersick  
\_\_\_\_\_  
\_\_\_\_\_

RECORDED AT REQUEST OF  
WESTERN TITLE INS. & GUAR. CO.  
AT 30 MIN. PAST 8 A. M.  
JAN 30 1956

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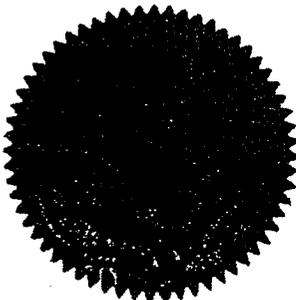
Liber \_\_\_\_\_ Official Records, p. \_\_\_\_\_  
City and County of San Francisco, California

3 Shirley A. Jooney 360  
RECORDER

(The above instrument should be acknowledged by each party before a Notary Public in the same form as in the case of deeds of real property)

STATE OF CALIFORNIA, ) ss.  
City and County of San Francisco

On this 27<sup>th</sup> day of January in the year One Thousand Nine Hundred and Twenty before me, IRENE CRESPI, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared R. A. Gersick



known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Irene Crespi  
Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires January 3, 1959

## PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is dated for reference purposes as of May 17, 2011 (the “**Reference Date**”) by and between the REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, organized and existing pursuant to the Community Redevelopment Law of the State of California (as more particularly defined below, the “**Agency**”), and MCCORMACK BARON SALAZAR, INC., a Missouri Corporation (as more particularly defined below, “**Buyer**”).

### RECITALS

A. This Agreement is for the purchase and sale of a portion of the Agency’s interest in real property, and any improvements thereon, located at the corner of Arelious Walker Drive and Carroll Avenue, Assessor’s Parcel Number 4884, Lot 25, in the Bayview Hunters Point Redevelopment Project Area, San Francisco, California, as generally depicted in Exhibit A (the “**Site**”). The Site is adjacent to the Alice Griffith Public Housing site, which is owned and operated by the Housing Authority (as defined below).

B. The Site is currently owned by the State of California (the “**State**”), acting by and through the California Department of Parks and Recreation (“**State Parks**”) and the California State Lands Commission (the “**State Lands Commission**”).

C. In order to transfer the Property from the State to the Agency and as contemplated by the Phase 2 DDA (as defined below), the Agency entered into: (i) the Hunters Point Shipyard/Candlestick Point Title Settlement, Public Trust Exchange and Boundary Line Agreement (as amended from time to time, the “**Public Trust Exchange Agreement**”) with the State Lands Commission, State Parks and the City and County of San Francisco (the “**City**”) acting by and through its Board of Supervisors and through the San Francisco Port Commission; and (ii) the Candlestick Point State Recreation Area Reconfiguration, Improvement and Transfer Agreement with the State Lands Commission and State Parks (as amended from time to time, the “**State Parks Agreement**” and, together with the Public Trust Exchange Agreement, the “**State Land Acquisition Agreements**”).

D. The State Land Acquisition Agreements authorize the transfer of State-owned lands on Candlestick Point (including the Site) and permit development of such lands consistent with the Project (as defined in the Phase 2 DDA) and State Senate Bill Number 792 (approved in October 2009 to permit State public trust and park land to be transferred in furtherance of the Project). In particular, the State Land Acquisition Agreements allow for identified lands to be used for the development of housing (including Alice Griffith), commercial space, and recreational activities, and land adjacent to the waterfront for recreation and other public trust uses. Under the Phase 2 DDA and the State Land Acquisition Agreements, the land transfers are anticipated to occur in phases, with the transfer of the Site anticipated to occur in the initial phase.

E. CP Development Co., LP, a Delaware limited partnership (as more particularly defined below, “**Master Developer**”), and the Agency have rights and responsibilities regarding the redevelopment of Alice Griffith that are set forth in that certain Disposition and Development

Agreement (Candlestick Point and Phase 2 of the Hunters Point Shipyard), dated for reference purposes as of June 3, 2010, between the Agency and Master Developer (as amended from time to time, the “**Phase 2 DDA**”). Under section 5.2 of that certain Below Market-Rate Housing Plan attached to the Phase 2 DDA (as amended from time to time, the “**Housing Plan**”), the Agency is required to contribute certain real property, including a portion of the Site, for construction of portions of the Alice Griffith Replacement Projects (as defined below).

F. Buyer and Master Developer have entered into a joint venture agreement for the purpose of developing the Alice Griffith Replacement Projects upon the occurrence of certain conditions further detailed herein, and according to the terms of the Phase 2 DDA and any applicable disposition and development agreements or master development agreements with the Housing Authority (each, and collectively as applicable, the “**Alice Griffith DDA**”).

G. This Agreement is intended to satisfy the Agency’s obligation to transfer the Alice Griffith Lots as set forth in section 5.2 of the Housing Plan.

H. As a result, the Agency desires to sell, and Buyer agrees to purchase, the Property for development as replacement housing for the existing Alice Griffith Public Housing Project on the terms and conditions hereinafter set forth.

### **AGREEMENT**

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

**1. Definitions.**

“**Agency**” is defined in the introductory paragraph hereof. For purposes of this Agreement, “Agency” may also refer to any successor public agency designated by or under law.

“**Agency Closing Obligations**” is defined in Section 7.a.

“**Agency Commission**” means the Commission of the Agency, or any successor governing body of the Agency designated by or under law.

“**Agency Demand Notice**” is defined in Section 8.b.

“**Agency Event of Default**” is defined in Section 8.a.

“**Agency Executive Director**” means the Executive Director of the Agency, or any successor executive officer of the Agency designated by or under law, and/or his or her designee as further set forth in Section 28.

“**Agency Value Assignment**” is defined in Section 7.b(4).

“**Agreement**” is defined in the introductory paragraph hereof.

“**Alice Griffith DDA**” is defined in Recital E.

“**Alice Griffith Lots**” is defined in section 1 of the Housing Plan.

“**Alice Griffith Replacement Project**” is defined in section 1 of the Housing Plan.

“**Amendment**” is defined in Section 17.

“**Applicable City Regulations**” is defined in the BVHP Redevelopment Plan.

“**Business Day**” is defined in Section 26.

“**Buyer**” is defined in the introductory paragraph hereof or, to the extent permitted under this Agreement, means the successors and assigns thereof.

“**Buyer-Authority Agreement**” is defined in Section 7.b(4).

“**Buyer Closing Obligations**” is defined in Section 7.b.

“**Buyer Demand Notice**” is defined in Section 8.a.

“**Buyer Event of Default**” is defined in Section 8.b.

“**BVHP Redevelopment Plan**” means that certain Redevelopment Plan for the Bayview Hunters Point Redevelopment Project, approved and adopted by the Board of Supervisors by ordinance number 25-69 on January 20, 1969, as amended by the Board of Supervisors by ordinance numbers 280-70 on August 24, 1970, 475-86 on December 1, 1986, 417-94 on December 12, 1994 and 113-06 on June 1, 2006, and 2010-10 on August 3, 2010, and as the same may be further amended from time to time consistent with the Phase 2 DDA.

“**Choice Grant**” means the Choice Neighborhoods Initiative-Implementation Grant funds for the Easter Bayview/Alice Griffith Project, for which Buyer and the Housing Authority are each an “Applicant” (as defined by HUD).

“**City**” is defined in Recital C.

“**City Party**” is defined in Section 32.

“**Close of Escrow**” is defined in Section 10.a.

“**Code**” is defined in Section 12.j.

“**Consideration**” is defined in Section 3.

“**Deed**” is defined in Section 9.c(1)a.

“**Development Restriction**” shall be a recorded restriction on the Property requiring the Property to be developed as one or more Alice Griffith Replacement Projects, which Development Restriction shall be approved by the Agency in the Agency’s reasonable discretion.

“**Effective Date**” is defined in Section 2.

“**Environmental Laws**” is defined in section 11.3.4 of the Phase 2 DDA.

“**Escrow**” is defined in Section 9.a.

“**Hazardous Substance**” is defined in section 11.3.2 of the Phase 2 DDA.

“**Housing Authority**” means the Housing Authority of the City and County of San Francisco, a public body, corporate and politic, or any successor body designated by or under law.

“**Housing Plan**” is defined in Recital E.

“**HUD**” means the United States Department of Housing and Urban Development.

“**Improvements**” is defined in Recital B.

“**Losses**” is defined in Section 32.a.

“**Master Developer**” means CP Development Co., LP, a Delaware limited partnership, or, to the extent permitted under the Phase 2 DDA and provided by written notice to the Agency, its successors and assigns.

“**MOU**” means that certain Memorandum of Understanding for the Proposed Redevelopment of Alice Griffith Public Housing by and among the Agency, the Authority, the Mayor’s Office of Housing and the San Francisco Office of Economic and Workforce Development dated as of July 8, 2010.

“**Non-Foreign Certification**” is defined in Section 9.c(1)c.

“**Permitted Title Exceptions**” is defined in Section 4.

“**Phase 2 DDA**” is defined in Recital E.

“**Permit to Enter**” means a permit allowing Buyer a right to enter on the Property, which permit shall be substantially in the form attached as Exhibit C with only such changes as may be reasonably approved by both the Agency and Buyer.

“**Public Trust Exchange Agreement**” is defined in Recital C.

“**Property**” means those portions of the Site designated for development of the Alice Griffith Replacement Projects, any improvements thereon, and all hereditaments, privileges, tenements and appurtenances belonging thereto.

“**Reference Date**” is defined in the introductory paragraph hereof.

“**Release**” is defined in section 11.3.5 of the Phase 2 DDA.

“**Site**” is defined in Recital A.

“**State**” is defined in Recital B.

“**State-Agency Transfer**” shall mean the transfer of the Site from the State to the Agency pursuant to the terms set forth in the State Land Acquisition Agreements.

“**State Land Acquisition Agreements**” is defined in Recital C.

“**State Lands Commission**” is defined in Recital B.

“**State Parks**” is defined in Recital B.

“**State Parks Agreement**” is defined in Recital C.

“**Title Company**” means Chicago Title Company.

“**Title Policy**” is defined in Section 7.a(5).

“**Title Report**” means the preliminary title report for the Property to be issued by the Title Company in accordance with Section 4.

“**Transfer**” is defined in Section 34.

**2. Agreement; Effective Date.** This Agreement (including the escrow instructions contained herein), together with any further escrow instructions or subsequent addenda signed by Buyer and the Agency, shall constitute a binding contract on the part of the Agency to sell, and Buyer to purchase, the Property on the terms set forth in this Agreement.

The “**Effective Date**” of this Agreement will be the date on which the Agency Commission approves this Agreement, provided that Buyer has executed this Agreement by or on such date and the parties are in agreement on all terms set forth herein. If Buyer has not executed this Agreement by such date and/or the parties are not in agreement on all terms and conditions set forth herein, the Effective Date shall be the date of actual execution of this Agreement by the Agency.

**3. Consideration.** The consideration for transfer of the Property (the “**Consideration**”) shall be Buyer’s completion of Buyer’s obligations under this Agreement, including completion of Buyer Closing Obligations, and completion of the Alice Griffith Replacement Projects to be developed thereon in accordance with, and subject to, the Phase 2 DDA and any Alice Griffith DDA applicable thereto.

**4. Condition of Title.** Buyer shall secure the Title Report at least sixty (60) days before the date proposed for the Close of Escrow, which shall disclose matters of record and other matters of which the Title Company has knowledge that relate to the title to the Property, together with a legible copy of each of the instruments and documents referred to in schedule B of the Title Report. Buyer shall have until the date that is fifteen (15) days before the date proposed for the Close of Escrow to object to any title exceptions. If Buyer timely objects to an exception, the Agency shall notify Buyer whether the Agency is willing to remove or otherwise satisfy Buyer with respect to such exception within ten (10) days of Buyer’s objection. If the

Agency notifies Buyer that the Agency is unable or unwilling to remove or otherwise satisfy Buyer with respect to any such exception, then Buyer may terminate this Agreement in its sole discretion. The matters affecting title as approved by Buyer pursuant to this Section 4 shall be referred to collectively as the “**Permitted Title Exceptions**”.

**5. Books and Records.** The Agency agrees to exercise its best efforts to make available to Buyer the following items no later than thirty (30) days following the State-Agency Transfer:

- a. All rental agreements, leases, service contracts, insurance policies and other written agreements or notices which affect the Site.
- b. A schedule of deposits made by any lessee on of the Site, if any.
- c. A written inventory of any items of personal property to be conveyed to Buyer at the Close of Escrow, if any.
- d. Any citations for building code or other violations received by the Agency (or of which the Agency is aware).
- e. Buyer shall have ten (10) days from the receipt of the items provided under subsections a. through d. above to review such items. If Buyer objects to the condition of such items, Buyer shall notify the Agency in writing within such ten (10) day period, and the Agency shall have ten (10) days from receipt of Buyer’s notice to satisfy Buyer’s objections. If the Agency fails to satisfy Buyer’s objections within that ten (10) day period, then this Agreement may terminate at Buyer’s option, in its sole discretion.

**6. Termination.**

a. Early Termination. Notwithstanding any other provision of this Agreement, Buyer, the Agency or Master Developer may terminate this Agreement, in their respective sole discretion, on ten (10) days’ prior written notice to Buyer, the Agency and Master Developer; provided, that such termination may only occur after the later of: (i) Buyer’s receipt, and prompt transmittal to the Agency, of written notice from HUD that it has not been successful in its application for the Choice Grant; or (ii) January 2, 2012.

b. Release; Return of Funds and Documents. Upon any termination of this Agreement as permitted herein: (i) the parties shall be released from further obligations under this Agreement, except for those provisions that expressly survive expiration or earlier termination of this Agreement; (ii) the funds deposited into Escrow, if any, by each party shall be returned to the depositing party or otherwise paid as provided under the provisions of this Agreement; and (iii) all documents deposited into Escrow or delivered by Buyer or the Agency, if any, shall be returned immediately to that respective party.

**7. Conditions of Close.**

a. Agency Closing Obligations. In addition to all other conditions to the completion of the transaction described in this Agreement, the obligation of Buyer to purchase

the Property pursuant to this Agreement is subject to the satisfaction, or written waiver by Buyer, at or before the Close of Escrow at the times specified below, of each of the following “**Agency Closing Obligations**”:

(1) After the State-Agency Transfer, Agency shall have provided reasonable access to the Site to Buyer and shall have allowed adequate time for Buyer’s inspection and approval of the operational, economic, legal and physical condition and use of the Property, including the environmental risks, engineering matters and condition of the Improvements;

(2) After the State-Agency Transfer, the Agency shall have timely provided to Buyer for Buyer’s review the Agency’s disclosure documentation pertaining to ownership and operation of the Property, including all leases, contracts or agreements, financial statements, permits, notices, reports, inspections and litigation matters, to the extent not previously produced in accordance with Section 5. The Agency shall, in Buyer’s discretion, terminate or assign to Buyer upon the Close of Escrow any service and/or property contracts or agreements related to the Property;

(3) The Agency shall have reasonably cooperated with Buyer to allow for subdivision of the Site, as further set forth in Section 7.b(3), below.

(4) The Agency shall have performed each of the covenants and obligations contained in this Agreement required to be performed by the Agency on or before the Close of Escrow, and the Agency’s representations and warranties contained in this Agreement shall be true and correct as of the Close of Escrow; and

(5) The Title Company shall be ready, willing and able to issue to Buyer an ALTA Extended Coverage Owner’s Policy of Title Insurance (Form 2006 or its equivalent) (the “**Title Policy**”) insuring that the Property is free and clear of lender liens and monetary liens and title to the Property has vested in Buyer with liability in the amount reasonably determined by Buyer and subject only to the Permitted Title Exceptions.

b. Buyer Closing Obligations. In addition to all other conditions to the completion of the transaction described in this Agreement, the obligation of the Agency to transfer the Property to Buyer pursuant to this Agreement is subject to the satisfaction, or written waiver by the Agency, at or before the Close of Escrow at the times specified below, of each of the following “**Buyer Closing Obligations**”:

(1) The State-Agency Transfer shall have occurred;

(2) Buyer shall have been awarded the Choice Grant;

(3) Buyer shall have designated all or a portion of the Site as one or more Alice Griffith Lots for the development of the Alice Griffith Replacement Projects; Buyer shall have cooperated with the Agency to subdivide those portions of the Site constituting the Property and, at the Close of Escrow, shall be ready, willing and able to utilize such Alice Griffith Lots in accordance with the Phase 2 DDA, any applicable Alice Griffith DDA and, if applicable, the Choice Grant or the Buyer-Authority Agreement (as defined below);

(4) Buyer shall have entered into an Agreement with the Housing Authority (“**Buyer-Authority Agreement**”) requiring the Housing Authority to assign the Agency the then-current fair market value of the Property as a contribution from the Agency toward the Alice Griffith Replacement Projects, the value of which shall be determined as set forth in section V.E of the MOU (the “**Agency Value Assignment**”); provided, however, that if Buyer has previously assigned its rights to acquire the Property under this Agreement to the Authority in accordance with Section 34, then the Authority and the Agency shall have entered into an agreement providing for the Agency Value Assignment or the Authority shall have otherwise in writing acknowledged the Agency Value Assignment, in each case in form and substance acceptable to the Agency; and provided further that the terms required herein for the Buyer-Authority Agreement may be incorporated within an Alice Griffith DDA;

(5) Buyer shall have performed each of its covenants and obligations contained in this Agreement required to be performed on or before the Close of Escrow, and Buyer’s representations and warranties contained in this Agreement shall be true and correct as of Close of Escrow; and

(6) Buyer and Master Developer shall have taken no other action that violates the terms and conditions of the Phase 2 DDA with respect to the Property (including the receipt by Buyer of consents or approvals from Master Developer as applicable).

## **8. Default.**

a. Agency Event of Default. An “**Agency Event of Default**” is a breach by the Agency of any of its obligations under this Agreement before the Close of Escrow, including the failure of any of the representations, warranties or covenants described in this Agreement, and the failure to cure such breach within ten (10) days after receipt of written notice (the “**Buyer Demand Notice**”) from Buyer identifying the breach, requesting its cure and specifically stating Buyer’s intention to exercise its rights under this Section 8.a. If an Agency Event of Default is not timely cured on or before the tenth (10<sup>th</sup>) day following the Agency’s receipt of the Buyer Demand Notice, then Buyer may terminate this Agreement by providing written notice of termination to the Agency. Buyer shall be entitled to a refund of all sums previously deposited into Escrow by Buyer. If Buyer elects not to terminate this Agreement after giving the Buyer Demand Notice, then Buyer may seek specific performance of this Agreement, but shall not be entitled to seek or recover damages or any other remedy (except for attorneys’ fees as set forth in Section 19 and indemnification claims as set forth in Section 32).

b. Buyer Event of Default. A “**Buyer Event of Default**” is a breach by Buyer of any of its obligations under this Agreement before the Close of Escrow, including the failure of any of the representations, warranties or covenants described in this Agreement, and the failure to cure such breach within ten (10) days after receipt of written notice (the “**Agency Demand Notice**”) from the Agency identifying the breach, requesting its cure and specifically stating the Agency’s intention to exercise its rights under this Section 8.b. If Buyer Event of Default is not timely cured on or before the tenth (10<sup>th</sup>) day following Buyer’s receipt of the Agency Demand Notice, then the Agency may terminate this Agreement by providing written notice of termination to Buyer. Buyer shall be entitled to a refund of all sums previously deposited into Escrow by Buyer. If the Agency elects not to terminate this Agreement after

giving the Agency Demand Notice, then the Agency may seek specific performance of this Agreement, but shall not be entitled to seek or recover damages or any other remedy (except for attorneys' fees as set forth in Section 19 and indemnification claims as set forth in Section 32). Before Close of Escrow, the Agency's remedies are limited to termination, specific performance and money damages as set forth above. After Close of Escrow, the Agency shall have, in addition, all rights and remedies available at law or in equity if Buyer fails to transfer the Property to the Housing Authority in accordance with Section 7.b(3).

**9. Escrow.**

a. Not less than thirty (30) days before the date proposed for the Close of Escrow, Buyer shall establish an escrow account (the "**Escrow**") at the Title Company.

b. Escrow fees and closing costs, title insurance premiums and transfer taxes shall be paid by Buyer and the Agency as further set forth in Section 10.d.

c. Prior to the Close of Escrow, the parties shall deposit the funds and documents hereinafter described into Escrow.

(1) The Agency shall deposit the following into Escrow:

a) The quitclaim deed substantially in the recordable form of Exhibit D (the "**Deed**"), properly executed on behalf of the Agency, conveying to Buyer clean, insurable and marketable fee title to the Property, subject to the Development Restriction, with only such changes as may be approved by Buyer and the Agency Executive Director;

b) The Development Restriction;

c) An affidavit sworn by a person authorized and empowered by the Agency to the effect that the Agency is not a "foreign person" as that term is defined in section 1445(f)(3) of the Internal Revenue Code of 1996, as amended (the "**Non-Foreign Certification**");

d) Cash in the amount necessary to pay the Agency's share of closing costs and prorations, as hereinafter set forth;

e) To the extent required by the Title Company, certified copies of authorizing documentation approving the execution and delivery of this Agreement and the other documents delivered and to be delivered pursuant hereto by the Agency, the performance by the Agency of its obligations hereunder and under such other documents, and the consummation by the Agency of the transactions contemplated hereby, including, if required, certificates of incumbency;

f) Subject to the Agency's right to refuse to remove title exceptions as set forth in Section 4, such certificates as the Title Company may reasonably require to insure Buyer's title to the Property;

g) Executed Federal Form 1099 S, real estate reporting solicitation;

h) Executed California Form 590-RE, real estate withholding exemption certificate; and

i) A written release, in form reasonably satisfactory to Buyer, of any and all the Agency's rights to relocation assistance and benefits as a result of Buyer's acquisition of the Property, including any rights of the Agency's tenants, if any, and employees at the Property.

(2) Buyer shall deposit the following into Escrow:

a) Cash in the amount necessary to pay Buyer's share of closing costs and prorations, as hereinafter set forth;

b) To the extent required by the Title Company, certified copies of corporate resolutions or other authorizing documentation approving the execution and delivery of this Agreement and the other documents delivered and to be delivered pursuant hereto by Buyer, the performance by Buyer of its obligations hereunder and under such other documents, and the consummation by Buyer of the transactions contemplated hereby, including, if required, certificates of incumbency;

c) Such certificates as the Title Company may reasonably require to insure Buyer's title to the Property; and

d) Executed California change of ownership form.

## **10. Close of Escrow.**

a. Definition of Close of Escrow. "**Close of Escrow**" means the date on which escrow is closed on the Property, which shall occur (unless the parties agree otherwise, in writing): (i) after all of the conditions in Section 7 have been met (or waived) by the parties; and (ii) after Master Developer has provided its written approval of closing (which approval shall not be unreasonably withheld or delayed). In no event, however, shall Close of Escrow occur after September 30, 2016.

b. Transfer. The transfer of fee title from the Agency to Buyer shall occur at the Close of Escrow. Possession of the Property shall be delivered to Buyer as of the Close of Escrow.

c. Procedure for the Close of Escrow. The Title Company shall cause the Close of Escrow as follows:

(1) Record the Development Restriction;

- (2) Record the Deed with instructions for the county recorder to deliver the Deed to Buyer and attach tax information after recording;
- (3) Deliver the Title Policy pertaining to the Property to Buyer;
- (4) Forward to Buyer the Non-Foreign Certification; and
- (5) Forward to Buyer and the Agency, in duplicate, a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date endorsed thereon.

d. Closing Cost and Prorations.

(1) Closing Costs. Subject to Section 19, Buyer and the Agency shall each pay their own attorneys' fees in connection with this Agreement. Buyer shall be responsible to pay any Escrow fees, recording costs, and title insurance premiums. The Agency shall pay all documentary transfer taxes. Except as otherwise provided in this Agreement, any other fees or charges shall be paid according to the custom in San Francisco County. The Agency shall be solely responsible for the costs of complying with all requirements of the Title Company to enable the Title Company to issue to Buyer title insurance reflecting that the Property is free and clear of the Lender Liens and Monetary Liens and any exceptions other than the Permitted Title Exceptions.

(2) Prorations. Real property taxes and general and special assessments for the Property shall be prorated through Escrow on the basis of the fiscal year for such assessment.

**11. Property Condition.**

a. As Is. Agency shall convey the Property to Buyer strictly in its "as is, where is" condition with all faults and defects. Buyer agrees to accept the Property in its condition at the Close of Escrow, acknowledges that the Agency makes no express or implied representation or warranty as to the condition or title of the Property under this Agreement and acknowledges that all necessary physical and title due diligence shall be performed by Buyer in accordance with this Agreement.

b. Permit to Enter. Buyer has been given the opportunity to investigate the Site fully, using experts of its own choosing, and the Agency shall continue to give Buyer such opportunity under a Permit to Enter.

c. No Representations or Warranties. Buyer acknowledges that Agency has made no representation or warranty, express or implied, with respect to the Property, and Buyer expressly releases the Agency from all Losses arising out of or relating to the condition of any improvements, the size, suitability or fitness of the land, the existence of Hazardous Substances, compliance with any Environmental Laws, or otherwise affecting or relating to the condition, development, use, value, occupancy or enjoyment of the Property, excluding any Losses arising from any Release of a Hazardous Substance to the extent that it is caused, contributed to or

exacerbated by the Agency from and after the Reference Date. Buyer expressly understands that the portions of the Property conveyed by the Agency to Buyer are being conveyed strictly in their “as is, where is” condition with all faults and defects.

d. Release. Buyer acknowledges that it is familiar with section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Buyer waives and relinquishes any right or benefit that it has or may have under section 1542 of the California Civil Code or any similar or successor provision of law pertaining to the foregoing release.

e. The provisions of this Section 11 shall survive the Close of Escrow or any termination of this Agreement, and shall not merge with the Deed to be delivered at the Close of Escrow, with the mutual understanding that Buyer is accepting the Property “AS IS” including any unknown Hazardous Substances.

**12. The Agency’s Representations, Warranties and Additional Covenants.** The Agency hereby represents, warrants and covenants that:

a. The Agency is a public agency duly organized, validly existing and in good standing under the laws of the State of California and has all requisite power and authority to enter into this Agreement and to carry out its obligations under this Agreement.

b. Except as otherwise set forth herein, all administrative actions and other proceedings required to be taken by or on behalf of the Agency for the authorization, execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein shall have been taken before the Close of Escrow.

c. The Agency shall not sell, convey, assign, lease or otherwise transfer all or any portion of the Property, or cause or permit any new encumbrance or obligation to be placed or imposed upon all or any portion of the Property in a manner that will impact Buyer’s rights under this Agreement, except as otherwise permitted under the provisions of this Agreement.

d. The individual executing this Agreement on behalf of the Agency is authorized to do so and, upon his or her execution of this Agreement, this Agreement shall be binding and enforceable upon the Agency in accordance with its terms.

e. Except as may be provided in any written materials and information provided by or made available to Buyer, the Agency, to the Agency’s actual knowledge, has received no written notice of any violation of any applicable law, ordinance, rule, regulation or requirement of any governmental agency, body or subdivision affecting or relating to the

Property, including any subdivision, building, use or environmental law, ordinance, rule, requirement or regulation. The Agency further warrants and represents that in the event it receives any such notice before the Close of Escrow, it will promptly and in no event more than five (5) days after receipt of such notice, provide to Buyer a copy of any such notice.

f. Except as may be provided in any written materials and information provided by the Agency to Buyer, the Agency, to the Agency's actual knowledge, has received no written notice of any pending or threatened actions, suits, proceedings, judgments, orders, decrees, defaults, delinquencies, deficiencies, condemnation, eminent domain, assessment or similar proceeding affecting the Property which would materially affect Buyer's use of the Property or the Agency's ability to perform its obligations under this Agreement.

g. Except as may be provided in any written materials and information provided by the Agency to Buyer, or in the Title Report, except as described in this Agreement, to the Agency's actual knowledge there are no material written agreements with governments, utilities or agencies regarding the Property.

h. To the Agency's actual knowledge, there are not now nor have there been any Hazardous Substances in, on, or under the Property in reportable quantities, other than materials customarily used in the normal course of construction or operation of similar property or except as otherwise disclosed to Buyer in materials provided or made available to the Agency pursuant to this Agreement.

i. As of the Close of Escrow, except as disclosed in writing to Buyer in the Title Report or otherwise by the Agency, to the Agency's actual knowledge, there are no leases, encumbrances or options to purchase affecting the Property.

j. The Agency is not a foreign person, as that term is defined, in section 1445(f)(3) of the Internal Revenue Code of 1996, as amended (the "**Code**"). At the Close of Escrow, the Agency shall furnish to Buyer and the Title Company the Agency's United States taxpayer identification number and such affidavit and other information as Buyer or the Title Company may determine to be necessary or reasonable under section 1445(b)(2) of the Code, or otherwise, to assure that Buyer shall not be subject to United States federal income tax withholding liability under section 1445 of the Code. The Agency shall in any event indemnify and hold harmless Buyer from and against any such cost, loss or liability that Buyer may incur under said section 1445 of the Code.

k. The Agency has not filed or been the subject of any filing of a petition under the Federal Bankruptcy Law or any insolvency laws, or any laws for composition of indebtedness or for the reorganization of debtors.

l. At or before Close of Escrow, the Agency shall cause the release of all financing or debt encumbering the Property, if any, at its own expense and without cost or expense to Buyer.

m. The Agency's representations, warranties and covenants shall be true as of the Reference Date and as of the Close of Escrow. The Agency shall promptly give written notice to Buyer of the occurrence of any event that materially affects the truth or accuracy of any

representations or warranties made by the Agency under this Agreement. Buyer understands that as of the Reference Date, the Agency is not the current owner of the Property and that all of the representations and warranties set forth herein are based on the actual knowledge of Agency staff, and that Agency has not performed any investigation or inquiry with respect to these matters. All information relative to the representations and warranties set forth herein shall be contained in the Agency's files and made available to Buyer, except for any privileged or confidential information, for Buyer's review.

n. For purposes of this Agreement, written materials or other information provided to McCormack Baron Salazar, Inc. and/or Master Developer (and or any representative or affiliate of the aforementioned entities, including, with respect to Master Developer, Lennar Corporation) before the Close of Escrow shall be considered as having been provided to Buyer.

o. The provisions of this Section 12 shall survive the Close of Escrow or any termination of this Agreement, and shall not merge with the Deed to be delivered at the Close of Escrow.

**13. Buyer's Representations and Warranties.** Buyer hereby represents and warrants that:

a. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri and has all requisite power and authority to enter into this Agreement and to carry out its obligations under this Agreement.

b. All administrative actions and other proceedings required to be taken by or on behalf of Buyer for the authorization, execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein shall have been taken before the Close of Escrow.

c. No consent, approval, or authorization of any third person to Buyer's execution and delivery of this Agreement is required, other than consents, approvals and authorizations that have already been given.

d. The execution and delivery of this Agreement by Buyer: (1) shall not violate any provision of the organizational documents of Buyer or any applicable laws, regulations or rules; and (2) shall not violate or constitute a breach of or default under any judicial or regulatory decree binding on Buyer, or any contract, agreement, or instrument to which Buyer is a party.

e. This Agreement and all documents to be delivered by Buyer pursuant to this Agreement, when executed and delivered, shall constitute the legal, valid, and binding obligation of Buyer, enforceable in accordance with their respective terms.

f. Buyer's representations, warranties and covenants shall be true as of the date of this Agreement and as of the Close of Escrow. Buyer shall promptly give written notice to the Agency of the occurrence of any event that materially affects the truth or accuracy of any representations or warranties made by Buyer under this Agreement. The foregoing representations, warranties and covenants shall also survive the Close of Escrow.

**14. Intentionally Omitted.**

**15. Survival.** The terms, covenants and conditions contained in this Agreement required to be operative after delivery of the Deed to Buyer to be effective shall be so operative and shall not be deemed to have been merged in the Deed.

**16. No Partnership; Third Person.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Agency and Buyer. Except with respect to Master Developer as set forth in this Agreement, no term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, corporation or other entity not a party hereto (including any broker), and no such party shall have any right or cause of action hereunder.

**17. Amendments.** No amendment or other alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and approved in writing by Master Developer. The Agency Executive Director shall be permitted (but shall not be required) to enter into any such amendment or other alteration or modification (“**Amendment**”) if such Amendment is required to comply with written notice from HUD of a deficiency in this Agreement that must be cured in order to satisfy eligibility requirements for the Choice Grant or if such Amendment, in the reasonable judgment of the Agency Executive Director, does not materially increase the burdens and responsibilities of the Agency and does not materially decrease the overall benefits to the Agency, in each case in connection with the Alice Griffith Replacement Projects.

**18. Waiver.** The waiver by either party hereto of any right granted to it hereunder shall be in writing and signed by such waiving party and no such waiver shall be deemed to be a waiver of any other right granted in this Agreement, nor shall any such waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

**19. Attorneys’ Fees.** Should any party institute any action or proceeding in court or other dispute resolution mechanism permitted or required under this Agreement, the prevailing party shall be entitled to receive from the losing party the prevailing party’s reasonable costs and expenses incurred including expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as may be awarded to be reasonable attorneys’ fees and costs for the services rendered the prevailing party in such action or proceeding. Attorneys’ fees under this Section 19 shall include attorneys’ fees on any appeal.

**20. Notices.** Any notice or other communication given under this Agreement by a party must be in a writing given or delivered (i) by hand, (ii) by registered or certified mail, postage prepaid and return receipt requested, or (iii) by a recognized overnight carrier, such as Federal Express, in any case addressed as follows:

in the case of a notice or communication to the Agency:

San Francisco Redevelopment Agency  
One South Van Ness Avenue, 5th Floor  
San Francisco, California 94103  
Attn: Executive Director

with a copy to:

San Francisco Redevelopment Agency  
One South Van Ness Avenue, 5th Floor  
San Francisco, California 94103  
Attn: Legal Division

in the case of a notice or communication to Buyer:

McCormack Baron Salazar, Inc.  
720 Oliver Street, Suite 2500  
St. Louis, Missouri 63101  
Attn: Hillary Zimmerman

with copies to:

CP Development Co., LP  
c/o Lennar Urban  
One California Street, Suite 2700  
San Francisco, California 94111  
Attn: Kofi Bonner

Paul, Hastings, Janofsky & Walker LLP  
55 Second Street, 24th Floor  
San Francisco, California 94105  
Attn: Charles V. Thornton, Esq.  
Attn: David A. Hamsher, Esq.

Klein Hornig LLP  
145 Tremont Street, Suite 400  
Boston, Massachusetts 02111  
Attn: Daniel Rosen, Esq.

Any notice address may be changed by a party at any time by giving notice of such change in the manner provided above, and any such change shall be effective ten (10) days thereafter (or such later date as is set forth in such notice). All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed or delivered by overnight carrier, on the delivery date or attempted delivery date shown on the return receipt or in the records of the carrier, as applicable.

**21. Exhibits.** Exhibits A, C and D are incorporated in this Agreement by this reference.

22. **Time.** Time is of the essence of this Agreement, and Buyer and the Agency hereby agree to perform each and every obligation hereunder in a prompt and timely manner.

23. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent of such prohibition or invalidation which shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

24. **Successors.** Subject to Section 34, the terms, conditions, covenants and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto.

25. **Further Performance.** Each party shall, whenever and as often as it shall be requested by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents, including supplemental escrow instructions as may be reasonably necessary to complete the sale, conveyance and transfer contemplated by this Agreement and to do any and all things as may be reasonably requested to carry out the intent and purpose of this Agreement.

26. **Interpretation.** Where the context requires herein, the singular shall be construed as the plural, and neuter pronouns shall be construed as masculine and feminine pronouns, and vice versa. Unless otherwise specified, whenever in this Agreement, including its Exhibits, reference is made to any Recital, Article, Section, Exhibit, or any defined term, the reference shall be deemed to refer to the Recital, Article, Section, Exhibit or defined term of this Agreement. Any reference to a Recital, an Article or a Section includes all subsections and subparagraphs of that Recital, Article or Section. Section and other headings are for the purpose of convenience of reference only and are not intended to, nor shall they, modify or be used to interpret the provisions of this Agreement. References in this Agreement to days shall be to calendar days, unless otherwise specified; provided, that if the last day of any period to give notice, reply to a notice, meet a deadline or to undertake any other action occurs on a day that is not a Business Day, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding Business Day. References in this Agreement to a “**Business Day**” shall mean a day other than a Saturday, Sunday or holiday recognized by the Agency. The use in this Agreement of the words “including”, “such as” or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as “and limited to” or words of similar import are used with reference thereto. In the event of a conflict between the Recitals and the remaining provisions of this Agreement, the remaining provisions shall prevail.

27. **No Party Drafter.** Certain provisions of this Agreement were drawn by the Agency and certain provisions were drawn by Buyer and all provisions have been reviewed by the parties’ respective counsel. As a result: (i) the provisions of this Agreement shall be construed as a whole, according to their common meaning and not strictly for or against any party in order to achieve the objectives and purposes of the parties, and (ii) no party nor its counsel shall be deemed the drafter of any provision of this Agreement.

**28. Actions by the Agency Executive Director.** Unless otherwise provided in this Agreement, the Phase 2 DDA, the BVHP Redevelopment Plan or California law, any consent, approval or other actions of the Agency (as opposed to the Agency Executive Director or the Agency Commission) will be given or undertaken, as applicable, by the Agency Executive Director in his or her reasonable discretion. However, nothing herein shall be deemed to prevent the Agency Executive Director from bringing any matter to the Agency Commission for its consideration, in his/her sole discretion.

**29. Counterparts, Facsimile Copies.** This Agreement may be executed in counterparts, each of which shall be considered an original, and all of which shall constitute one and the same instrument. Delivery of this Agreement may be effectuated by hand delivery, mail, overnight courier or electronic communication (including by PDF sent by electronic mail, facsimile or similar means of electronic communication). Any electronic signatures shall have the same legal effect as manual signatures.

**30. Agency Executive Director Authority.** Each delegation of authority to the Agency Executive Director to take any action pursuant to this Agreement shall also be considered a delegation of authority to any person designated by the Agency Executive Director to take such action in his/her stead.

**31. Governing Law.** This Agreement shall be governed by, and construed in accordance with, California law. All references in this Agreement to California or federal laws, regulations and statutes shall mean such laws, regulations and statutes as they may be amended from time to time, except to the extent a contrary intent is stated. All references in this Agreement to local laws, statutes and regulations shall be to the Applicable City Regulations.

**32. Indemnification.**

- a. The Agency shall indemnify, defend, and hold harmless Buyer, Master Developer, and their respective owners and the members, directors, officers, partners, employees, agents, successors and assigns of each of them from and against all claims, demands, losses, liabilities, damage, liens, obligations, interest, injuries, penalties, fines, lawsuits or other proceedings, judgments and awards and costs and expenses (including reasonable attorneys' fees and costs, consultant fees and costs and court costs) of whatever kind or nature, known or unknown, contingent or otherwise, including the reasonable costs of carrying out the terms of any judgment, settlement, consent, decree, stipulated judgment or other partial or complete termination of an action or procedure that requires any of the indemnified persons to take any action (collectively "**Losses**") that occur or accrue after the State-Agency Transfer, but prior to the Close of Escrow, arising from, or as a result of (except to the extent that such Losses are directly or indirectly caused by the act or omission of Buyer): (a) the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person that shall occur on the Property; (b) the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person that shall occur in or around the Property to the extent caused by the act or omission of Buyer or its agents,

servants, employees or contractor; and (c) any mechanics' liens (whether insured against or not) that may be asserted against or asserted against or incurred or suffered by Buyer with respect to the Property.

- b. Buyer shall indemnify, defend, and hold harmless the Agency and the City and their respective commissioners, supervisors, officers, employees, attorneys, contractors and agents (each, a "**City Party**") from and against all Losses arising from or as a result of (except to the extent that such Losses are directly or indirectly caused by the act or omission of a City Party): (a) during the period of time that Buyer holds title to any portion of the Property, the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person that shall occur in such portion of the Property; and (b) the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person that shall occur in or around the Property to the extent caused by the act or omission of Buyer or its agents, servants, employees or contractors. The foregoing indemnification shall expire five (5) years after the Alice Griffith Replacement Projects constructed on the Property are completed.

**33. Entire Agreement.** This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements, arrangements and understandings between the parties, and no other agreement, statement or promise made by either party hereto that is not contained in this Agreement shall be binding or valid.

**34. Assignment.** No party shall assign or otherwise transfer ("**Transfer**") all or any part of or any interest in this Agreement without the prior written consent of the other parties. Notwithstanding the foregoing, with the prior written consent of Master Developer, Buyer shall have the right to Transfer all or any part of its interest in this Agreement to the Housing Authority or any entity responsible for developing an Alice Griffith Replacement Project under any Alice Griffith DDA and/or the Phase 2 DDA. The parties expressly acknowledge that a Transfer is intended to result in the Housing Authority holding fee interest in the Property and agreeing to enter into a long-term ground lease with one or more single-purpose entities designated to carry out the subject phase of the Alice Griffith Replacement Project in accordance with the Phase 2 DDA (as may be further specified in a Buyer-Authority Agreement). Upon any such Transfer, the transferring person or entity shall automatically and without the need for further documentation be released from all of its obligations under this Agreement (including any indemnification responsibilities) and thereafter such obligations shall be binding upon and enforceable against such transferee.

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

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

**AGENCY:**

Authorized by Agency Resolution  
No. 62-2011 adopted May 17, 2011.

Approved as to Form:

**REDEVELOPMENT AGENCY OF THE CITY AND  
COUNTY OF SAN FRANCISCO,**  
a public body, corporate and politic, organized and  
existing pursuant to the Community Redevelopment Law  
of the State of California

By: 

*for* Name: James B. Morales  
Title: Agency General Counsel

By: 

Name: Fred Blackwell  
Title: Executive Director

**BUYER:**

**MCCORMACK BARON SALAZAR, INC.,**  
a Missouri corporation

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

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

**AGENCY:**

Authorized by Agency Resolution  
No. 62-2011 adopted May 17, 2011.

Approved as to Form:

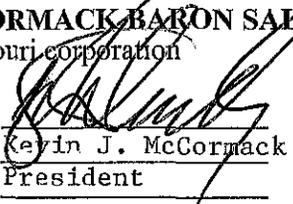
**REDEVELOPMENT AGENCY OF THE CITY AND  
COUNTY OF SAN FRANCISCO,**  
a public body, corporate and politic, organized and  
existing pursuant to the Community Redevelopment Law  
of the State of California

By: \_\_\_\_\_  
Name: James B. Morales  
Title: Agency General Counsel

By: \_\_\_\_\_  
Name: Amy Lee  
Title: Deputy Executive Director  
Finance and Administration

**BUYER:**

**MCCORMACK BARON SALAZAR, INC.,**  
a Missouri corporation

By:   
Name: Kevin J. McCormack  
Title: President

**APPROVAL**

The execution and delivery of the Purchase and Sale Agreement to which this Approval is attached is hereby approved.

**CP DEVELOPMENT CO., LP,**  
a Delaware limited partnership

By: CP/HPS Development Co. GP, LLC,  
a Delaware limited liability company,  
its General Partner

By:   
Name: Kofi Bonner  
Its: Authorized Representative

## **LIST OF EXHIBITS**

- Exhibit A Depiction of the Site
- Exhibit B Intentionally Omitted
- Exhibit C Form of Permit to Enter
- Exhibit D Form of the Deed

**EXHIBIT A**

**Depiction of the Site**

[ ATTACHED ]

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

 SITE



BMS DESIGN GROUP

  
05/19/2010

**EXHIBIT B**

**Intentionally Omitted**

**EXHIBIT C**

**Form of Permit to Enter**

[ ATTACHED ]

## PERMIT TO ENTER

**THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO**, a public body, corporate and politic (“**Agency**”) grants to \_\_\_\_\_ (“**Permittee**”), a non-exclusive permit to enter upon certain Agency-owned or -leased real property (hereinafter referred to as the “**Permit Area**”), located at \_\_\_\_\_ upon the terms, covenants and conditions hereinafter set forth in this Permit to Enter (“**Permit**”).

**1. Permit Area:** The Permit Area is more particularly shown on Attachment A hereto and made a part hereof. The Permit is non-exclusive and is subject to the rights of ingress and egress by the Agency and others, who are authorized to access portions of the Permit Area.

**2. Interim Use:** The Permittee shall use the Permit Area to \_\_\_\_\_  
**[describe permitted activities]** which is described elsewhere herein as the “**Interim Use.**” No uses other than those specifically stated herein are authorized hereby.

**3. Time of Entry:** Entry may commence, once the Permit is fully executed, on \_\_\_\_\_, at 8:00 a.m. Entry shall terminate on \_\_\_\_\_, at 5:00 p.m., unless earlier terminated by the Agency’s Executive Director under Section 11 hereof or earlier terminated by Permittee by cessation of activities/operations, or unless such time is extended by the Executive Director.

**4. Compensation to Agency:** Permittee shall pay compensation to the Agency:  
YES  NO

If yes is checked, Permittee shall pay the Agency:

- One cent (\$ 0.01) per square foot per day for duration of the permit to enter; or
- \$ \_\_\_\_\_ per day pursuant to Section 9 *Reduction or Waiver of Use Fee* of the Agency’s Permit to Enter Policy.

(Executive Director’s initials authorizing fee reduction/waiver). \_\_\_\_\_  
initials

### **5. Indemnification:**

a. General Indemnification: Permittee shall defend, hold harmless and indemnify the Agency, the City and County of San Francisco (the “City”) and/or their respective commissioners, members, officers, agents and employees of and from any and all claims, demands, losses, costs, expenses, obligations, damages, injuries, actions, causes of action and liabilities of every kind, nature and description directly or indirectly, arising out of or connected with this Permit and any of the Permittee’s operations or activities related thereto, and excluding the willful misconduct or gross negligence of the person or entity seeking to be defended,

indemnified or held harmless, and excluding any and all claims, demands, losses, costs, expenses, obligations, damages, injuries, action, causes of action or liabilities of any kind arising out of any Release (as defined in Section 6f below) or threatened release of any Hazardous Substance (as defined in Section 6d below), pollutant, or contaminant, or any condition of pollution, contamination, or nuisance which shall be governed exclusively by the provisions of Section 6c below. This section does not apply to contracts for construction design services provided by a design professional, as defined in California Civil Code Section 2782.8.

b. Indemnification By Design Professionals: This section applies to any design professional as defined in California Civil Code Section 2782.8 who is or will provide professional services as part of, collateral to, or affecting this Permit with the Permittee (“Design Professional”). Each Design Professional who will provide design services shall defend, hold harmless and indemnify the Agency, the City and their respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional. It is expressly agreed and understood that the duty of indemnification pursuant to this section is to be interpreted broadly to the greatest extent permitted by law, including but not limited to California Civil Code Section 2782.8.

c. No Mechanics’ Liens: Permittee shall not permit any mechanics' or other liens to be levied against the Permit Area for any labor or material furnished to Permittee or claimed to have been furnished to Permittee or to Permittee's agents or contractors in connection with the Interim Use and Permittee shall hold the Agency free and harmless from any and all cost or expense connected with or arising from the Interim Use.

## **6. Hazardous Material Acknowledgement and Indemnification:**

a. Hazardous Material Acknowledgement: Permittee recognizes that, in entering upon the Permit Area and performing the Interim Use under this Permit, its employees, invitees, subpermittees and subcontractors may be working with, or be exposed to substances or conditions which are toxic or otherwise hazardous. Permittee acknowledges that the Agency is relying on the Permittee to identify and evaluate the potential risks involved and to take all appropriate precautions to avoid such risks to its employees, invitees, subpermittees and subcontractors. Permittee agrees that it is assuming full responsibility for ascertaining the existence of such risks, evaluating their significance, implementing appropriate safety precautions for its employees, invitees, subpermittees and subcontractors and making the decision on how (and whether) to enter upon the Permit Area and carry out the Interim Use, with due regard to such risks and appropriate safety precautions.

b. Proper Disposal of Hazardous Materials: Permittee assumes sole responsibility for managing, removing and properly disposing of any waste produced during or in connection with Permittee’s entry and/or Interim Use of the Permit Area including, without limitation, preparing and executing any manifest or other documentation required for, or associated with, the removal, transportation and disposal of hazardous substances to the extent required in connection with the Permittee’s activities hereunder.

c. Toxics Indemnification: Permittee shall defend, hold harmless and indemnify the Agency, the City, and their respective commissioners, members, officers, agents and employees from and against any and all claims, demands, actions, causes of action or suits (actual or threatened), losses, costs, expenses, obligations, liabilities, or damages, including interest, penalties, engineering consultant and attorneys' fees of every kind, nature and description, resulting from any release or threatened release of a hazardous substance, pollutant, or contaminant, or any condition of pollution, contamination, or nuisance in the vicinity of the Permit Area or in ground or surface waters associated with, or in the vicinity of, the Permit Area to the extent that such release or threatened release, or condition is directly created or aggravated by the Interim Use undertaken by Permittee pursuant to this Permit or by any breach of or failure to duly perform or observe any term, covenant or agreement in this Permit to be performed or observed by the Permittee, including, but not limited to, any violation of any Environmental Law (as defined in Section 6e below); provided, however, that Permittee shall have no liability, nor any obligation to defend, hold harmless or indemnify any person for any claim, action, loss, cost, liability, expense or damage resulting from the discovery or disclosure of any pre-existing condition on or in the vicinity of the Permit Area; and provided further that Permittee shall be held to a standard of care no higher than the standard of care applicable to environmental and geotechnical professionals in San Francisco.

d. Hazardous Substances: For purposes of this Permit, the term "Hazardous Substance" shall have the meaning set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U. S. C. Section 9601(14), and, in addition, shall include, without limitation, petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs" or "PCB"), PCB-containing materials, all hazardous substances identified at California Health & Safety Code Sections 25316 and 25281(d), all chemicals listed pursuant to California Health & Safety Code Section 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under applicable state or local law.

e. Environmental Laws: For purposes of this Permit, the term "Environmental Laws" shall include, but not be limited to, all federal, state and local laws, regulations, ordinances, and judicial and administrative directives, orders and decrees dealing with or pertaining to solid or hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee and community right-to-know requirements, related to the Interim Use.

f. Release: For purposes of this Permit, the term "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance or pollutant or contaminant).

g. Soils Investigation: If the Interim Use under Section 2 of this Permit includes any soils investigations, then Permittee warrants as follows:

(1) If any soils investigation permitted hereby involves the drilling of holes having a diameter dimension that could create a safety hazard for persons, said holes shall, during any drilling operations, be carefully safeguarded and shall upon the completion of said drilling operations be refilled (and compacted to the extent necessary) to the level of the original surface penetrated by the drilling.

(2) The Agency has no responsibility or liability of any kind or character with respect to any utilities that may be located in or on the Permit Area. Permittee has the sole responsibility to locate the same and to protect the same from damage. Permittee shall be solely responsible for any damage to utilities or damage resulting from any damaged utilities. Prior to the start of the Interim Use, the Permittee is advised to contact Underground Services Alert for assistance in locating existing utilities at (800) 642-2444. Any utility conduit or pipe encountered in excavations not identified by Underground Services Alert shall be brought to the attention of the Agency's Engineer immediately.

(3) All soils test data and reports prepared based thereon, obtained from these activities shall be provided to the Agency upon request and the Agency may use said data for whatever purposes it deems appropriate, including making it available to others for use in connection with any development. Such data, reports and Agency use shall be without any charge to the Agency.

(4) Any hole drilled shall, if not refilled and compacted at the end of each day's operation, be carefully safeguarded and secured after the completion of each day's work, as shall the drilling work area and any equipment if left on the Permit Area.

**7. Insurance:** Permittee shall procure and maintain coverage for the duration of the Permit, including any extensions, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of Interim Use by the Permittee, its agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Permittee.

a. Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).

(2) Insurance Services Office form number CA 00 01 covering Automobile Liability, code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.

(4) Professional Liability Insurance appropriate to the Contractor's profession covering all negligent acts, errors and omissions.

b. Minimum Limits of Insurance: Permittee shall maintain limits no less than:

(1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 for bodily injury by accident and \$1,000,000 per person and in the annual aggregate for bodily injury by disease.

(4) Professional Liability Insurance: \$1,000,000 per claim and in the annual aggregate. If the Contractor's Professional Liability Insurance is "claims made" coverage, these minimum limits shall be maintained by the Contractor for no less than three (3) years beyond completion of the Interim Use.

c. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Agency, the City and their respective Commissioners, officers, agents and employees; or the Permittee shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions:

(1) General Liability/ Automobile Liability: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) The Agency, the City and their respective Commissioners, officers, agents and employees are to be covered as insureds with respect to: liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Permittee; and liability arising out of the Interim Use performed by or on behalf of the Permittee.

(ii) For any claims related to this Permit, the Permittee's insurance coverage shall be primary insurance with respect to the Agency, the City and their respective Commissioners, officers, agents and employees. Any insurance or self-insurance maintained by the Agency, the City and their respective Commissioners, officers, agents and employees shall be excess of the Permittee's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, the City and their respective Commissioners, officers, agents or employees.

(2) Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the Agency, the City and their respective Commissioners, officers, agents and employees for losses arising from the Interim Use performed by the Permittee or for the Agency.

(3) All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

e. Acceptability of Insurers: Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII, unless otherwise approved by the Agency's Risk Manager in writing.

f. Verification of Coverage: Permittee shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Agency. All certificates and endorsements are to be received and approved by the Agency before the Interim Use commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

g. Subpermittee: Permittee shall include all subpermittees as insureds under its policies or shall require each subpermittees to furnish separate insurance certificates and endorsements. All coverages for subpermittees shall be subject to all the requirements stated herein.

**8. "As Is", Maintenance, Restoration, Vacating**: The Permit Area is accepted "AS IS" and entry upon the Permit Area by Permittee is an acknowledgment by Permittee that all dangerous places and defects in said Permit Area are known to it and are to be made secure and kept in such secure condition by Permittee. Permittee shall maintain the Permit Area so that it will not be unsafe, unsightly or unsanitary. Upon termination of the Permit, Permittee shall vacate the Permit Area and remove any and all personal property located thereon and restore the Permit Area to its condition at the time of entry. The Agency shall have the right without notice to dispose of any property left by Permittee after it has vacated the Permit Area. Agency makes no representations or warranties, express or implied, with respect to the environmental condition of the Permit Area or the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), or compliance with any Environmental Laws, and gives no indemnification, express or implied, for any costs of liabilities arising out of or related to the presence, discharge, migration or Release or threatened Release of the Hazardous Substance in or from the Permit Area.

**9. Compliance With Laws:**

a. Compliance with all Laws: All activities and operations of the Permittee and/or its agents, contractors or employees or authorized entries under this Permit shall be in full compliance with all applicable laws and regulations of the federal, state and local governments, including but not limited to mitigation measures, if any, which are attached hereto and made a part hereof as if set forth in full.

b. Nondiscrimination: The Permittee herein covenants for himself or herself and for all persons claiming in or through him or her that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, gender identity, marital or domestic partner status, disability (including AIDS or HIV status), national origin or ancestry in the use, occupancy or enjoyment of the Permit Area.

**10. Security of Permit Area:** There is an existing fence with gates around the Permit Area:                      Yes                       No

If “Yes” is checked above, Permittee shall maintain said fence in good condition and repair any damage caused by Permittee or as a result of the Interim Use. Permittee may relocate the fence as needed, provided that the fence is restored to its original condition upon termination of the permit. During the term of the permit, the Permittee shall keep the Permit Area secure at all times.

**11. Early Termination:** This Permit may be terminated by the Agency in its sole discretion upon 24 hours' notice. Posting at the Permit Area shall be sufficient notice.

**12. Entry under Permittee Authority:** The Permit granted Permittee for the Interim Use as defined in Section 2 shall mean and include all subpermittees, agents and employees of the Permittee. In this regard, Permittee assumes all responsibility for the safety of all persons and property and any contents placed in the Permit Area pursuant to this Permit. All Interim Use activities performed in the Permit Area and all persons entering the Permit Area and all property and equipment placed therein in furtherance of the permission granted herein is presumed to be with the express authorization of the Permittee.

**13. Governing Law:** This Permit shall be governed by, and interpreted under, the laws of the State of California.

**14. Attorneys' Fees:** In any action or proceeding arising out of this Permit, the prevailing party shall be entitled to reasonable attorneys' fees and costs. For purposes of this Permit, the reasonable fees of attorneys of either party shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law or which the attorney's services for either party were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the San Francisco City Attorney's Office.

**15. Supplementary Provisions:**

- a. Is additional insurance required? Yes  No

Additional Insurance: If “Yes” is checked above, Permittee shall obtain additional insurance consisting of insurance protecting against loss or damage to real and personal property caused by fire, water, theft, vandalism, malicious mischief or windstorm, and any other causes contained in standard policies of insurance. Permittee shall supply such insurance in an amount of not less than the replacement value of the buildings and improvements on the Permit Area, evidenced by a policy of insurance and/or certificate attached hereto in the form and on the terms specified above and with the Agency and the City as additional insured.

- b. Is a fence and gate required? Yes  No

Fence and Gate: If “Yes” is checked above, the Permittee shall, at its expense, erect a fence (with gate) securing the Permit Area before entry on the Permit Area and shall maintain said fence and gate in good condition and repair during the Time of Entry as defined in Section 3. Said fence and gate erected by Permittee shall constitute the personal property of Permittee.

- c. Are security personnel required? Yes  No

Security Personnel: If “Yes” is checked above, Permittee shall provide necessary security personnel at its own expense to prevent unauthorized entry into Permit Area during:

Daytime: Yes  No  Nighttime: Yes  No

- d. Will subpermittees use the Permit Area? Yes  No

Subpermittees: If “Yes” is checked above, each Subpermittee shall execute this Permit by which execution each such Subpermittee agrees to all of the terms, covenants and conditions hereof. However, Subpermittees may be covered under Permittee’s insurance in lieu of obtaining and maintaining separate insurance pursuant to Section 7(g). As additional Subpermittees are identified for various aspects of the Interim Use hereunder, they shall execute this Permit, if still valid, or a new permit to enter, before entering the Permit Area or commencing operations therein.

**EXHIBIT D**

**Form of the Deed**

This document is exempt from payment of a recording fee pursuant to California Government Code Section 27383

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

(APN: \_\_\_\_\_)

Recorder's Stamp

**QUITCLAIM DEED**

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic, organized and existing pursuant to the Community Redevelopment Law of the State of California (the "Agency"), hereby RELEASES, REMISES AND QUITCLAIMS to \_\_\_\_\_, a \_\_\_\_\_, any and all right, title and interest the Agency may have to the real property located in the City and County of San Francisco, State of California and described in Exhibit A attached hereto and made a part hereof.

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**AGENCY:**

Authorized by Agency Resolution  
No. 62-2011 adopted May 17, 2011.

Approved as to Form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Agency General Counsel

**REDEVELOPMENT AGENCY OF THE CITY AND  
COUNTY OF SAN FRANCISCO,**  
a public body, corporate and politic, organized and  
existing pursuant to the Community Redevelopment Law  
of the State of California

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

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF SAN FRANCISCO )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(Seal)

**EXHIBIT A**

**Legal Description**

## PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is dated for reference purposes as of May 3, 2011 (the “**Reference Date**”) by and between the REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, organized and existing pursuant to the Community Redevelopment Law of the State of California (as more particularly defined below, the “**Agency**”), and MCCORMACK BARON SALAZAR, INC., a Missouri Corporation (as more particularly defined below, “**Buyer**”).

### RECITALS

- A. This Agreement is for the purchase and sale of real property located on Arelious Walker Drive (formerly Fitch Street) north of Gilman Avenue in the Bayview Hunters Point Redevelopment Project Area, San Francisco, California, as generally depicted in the Site Plan attached as Exhibit A and as more particularly described in Exhibit B (the “**Site**”).
- B. The Site is currently improved with a parking lot of about two hundred fifty (250) marked spaces (the “**Improvements**”) and has recently been used as overflow parking during San Francisco 49ers’ football games.
- C. The Site is located within Candlestick Point and is adjacent to the Alice Griffith Public Housing site, which is owned and operated by the Housing Authority (as defined below).
- D. CP Development Co., LP, a Delaware limited partnership (as more particularly defined below, “**Master Developer**”), and the Agency have rights and responsibilities regarding the redevelopment of Alice Griffith that are set forth in that certain Disposition and Development Agreement (Candlestick Point and Phase 2 of the Hunters Point Shipyard), dated for reference purposes as of June 3, 2010, between the Agency and Master Developer (as amended from time to time, the “**Phase 2 DDA**”). Under section 5.2 of that certain Below Market-Rate Housing Plan attached to the Phase 2 DDA (as amended from time to time, the “**Housing Plan**”), the Agency is required to contribute certain real property, including a portion of the Site, for construction of portions of the Alice Griffith Replacement Projects (as defined below).
- E. Buyer and Master Developer have entered into a joint venture agreement for the purpose of developing the Alice Griffith Replacement Projects upon the occurrence of certain conditions further detailed herein, and according to the terms of the Phase 2 DDA and any applicable disposition and development agreements or master development agreements with the Housing Authority (each, and collectively as applicable, the “**Alice Griffith DDA**”).
- F. This Agreement is intended to satisfy the Agency’s obligation to transfer the Alice Griffith Lots as set forth in section 5.2 of the Housing Plan.
- G. As a result, the Agency desires to sell, and Buyer agrees to purchase, the Property for development as replacement housing for the existing Alice Griffith Public Housing Project on the terms and conditions hereinafter set forth.

## AGREEMENT

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

### **1. Definitions.**

“**Agency**” is defined in the introductory paragraph hereof. For purposes of this Agreement, “Agency” may also refer to any successor public agency designated by or under law.

“**Agency Closing Obligations**” is defined in Section 7.a.

“**Agency Commission**” means the Commission of the Agency, or any successor governing body of the Agency designated by or under law.

“**Agency Demand Notice**” is defined in Section 8.b.

“**Agency Event of Default**” is defined in Section 8.a.

“**Agency Executive Director**” means the Executive Director of the Agency, or any successor executive officer of the Agency designated by or under law, and/or his or her designee as further set forth in Section 28.

“**Agency Value Assignment**” is defined in Section 7.b(3).

“**Agreement**” is defined in the introductory paragraph hereof.

“**Alice Griffith DDA**” is defined in Recital E.

“**Alice Griffith Lots**” is defined in section 1 of the Housing Plan.

“**Alice Griffith Replacement Project**” is defined in section 1 of the Housing Plan.

“**Amendment**” is defined in Section 17.

“**Applicable City Regulations**” is defined in the BVHP Redevelopment Plan.

“**Business Day**” is defined in Section 26.

“**Buyer**” is defined in the introductory paragraph hereof or, to the extent permitted under this Agreement, means the successors and assigns thereof.

“**Buyer-Authority Agreement**” is defined in Section 7.b(2).

“**Buyer Closing Obligations**” is defined in Section 7.b.

“**Buyer Demand Notice**” is defined in Section 8.a.

“**Buyer Event of Default**” is defined in Section 8.b.

**“BVHP Redevelopment Plan”** means that certain Redevelopment Plan for the Bayview Hunters Point Redevelopment Project, approved and adopted by the Board of Supervisors by ordinance number 25-69 on January 20, 1969, as amended by the Board of Supervisors by ordinance numbers 280-70 on August 24, 1970, 475-86 on December 1, 1986, 417-94 on December 12, 1994 and 113-06 on June 1, 2006, and 2010-10 on August 3, 2010, and as the same may be further amended from time to time consistent with the Phase 2 DDA.

**“Choice Grant”** means the Choice Neighborhoods Initiative-Implementation Grant funds for the Easter Bayview/Alice Griffith Project, for which Buyer and the Housing Authority are each an “Applicant” (as defined by HUD).

**“City Party”** is defined in Section 32.

**“Close of Escrow”** is defined in Section 10.a.

**“Code”** is defined in Section 12.j.

**“Consideration”** is defined in Section 3.

**“Deed”** is defined in Section 9.c(1)a.

**“Development Restriction”** shall be a recorded restriction on the Property requiring the Property to be developed as one or more Alice Griffith Replacement Projects, which Development Restriction shall be approved by the Agency in the Agency’s reasonable discretion.

**“Effective Date”** is defined in Section 2.

**“Environmental Laws”** is defined in section 11.3.4 of the Phase 2 DDA.

**“Escrow”** is defined in Section 9.a.

**“Hazardous Substance”** is defined in section 11.3.2 of the Phase 2 DDA.

**“Housing Authority”** means the Housing Authority of the City and County of San Francisco, a public body, corporate and politic, or any successor body designated by or under law.

**“Housing Plan”** is defined in Recital D.

**“HUD”** means the United States Department of Housing and Urban Development.

**“Improvements”** is defined in Recital B.

**“Losses”** is defined in Section 32.a.

**“Master Developer”** means CP Development Co., LP, a Delaware limited partnership, or, to the extent permitted under the Phase 2 DDA and provided by written notice to the Agency, its successors and assigns.

“**MOU**” means that certain Memorandum of Understanding for the Proposed Redevelopment of Alice Griffith Public Housing by and among the Agency, the Authority, the Mayor’s Office of Housing and the San Francisco Office of Economic and Workforce Development dated as of July 8, 2010.

“**Non-Foreign Certification**” is defined in Section 9.c(1)c.

“**Permitted Title Exceptions**” is defined in Section 4.

“**Phase 2 DDA**” is defined in Recital D.

“**Permit to Enter**” means a permit allowing Buyer a right to enter on the Property, which permit shall be substantially in the form attached as Exhibit C with only such changes as may be reasonably approved by both the Agency and Buyer.

“**Property**” means those portions of the Site designated for development of the Alice Griffith Replacement Projects, any improvements thereon (including the Improvements), and all hereditaments, privileges, tenements and appurtenances belonging thereto.

“**Reference Date**” is defined in the introductory paragraph hereof.

“**Release**” is defined in section 11.3.5 of the Phase 2 DDA.

“**Site**” is defined in Recital A.

“**Title Company**” means Chicago Title Company.

“**Title Policy**” is defined in Section 7.a(5).

“**Title Report**” means the preliminary title report for the Property to be issued by the Title Company in accordance with Section 4.

“**Transfer**” is defined in Section 34.

**2. Agreement; Effective Date.** This Agreement (including the escrow instructions contained herein), together with any further escrow instructions or subsequent addenda signed by Buyer and the Agency, shall constitute a binding contract on the part of the Agency to sell, and Buyer to purchase, the Property on the terms set forth in this Agreement.

The “**Effective Date**” of this Agreement will be the date on which the Agency Commission approves this Agreement, provided that Buyer has executed this Agreement by or on such date and the parties are in agreement on all terms set forth herein. If Buyer has not executed this Agreement by such date and/or the parties are not in agreement on all terms and conditions set forth herein, the Effective Date shall be the date of actual execution of this Agreement by the Agency.

**3. Consideration.** The consideration for transfer of the Property (the “**Consideration**”) shall be Buyer’s completion of Buyer’s obligations under this Agreement,

including completion of Buyer Closing Obligations, and completion of the Alice Griffith Replacement Projects to be developed thereon in accordance with, and subject to, the Phase 2 DDA and any Alice Griffith DDA applicable thereto.

**4. Condition of Title.** Buyer shall secure the Title Report at least sixty (60) days before the date proposed for the Close of Escrow, which shall disclose matters of record and other matters of which the Title Company has knowledge that relate to the title to the Property, together with a legible copy of each of the instruments and documents referred to in schedule B of the Title Report. Buyer shall have until the date that is fifteen (15) days before the date proposed for the Close of Escrow to object to any title exceptions. If Buyer timely objects to an exception, the Agency shall notify Buyer whether the Agency is willing to remove or otherwise satisfy Buyer with respect to such exception within ten (10) days of Buyer's objection. If the Agency notifies Buyer that the Agency is unable or unwilling to remove or otherwise satisfy Buyer with respect to any such exception, then Buyer may terminate this Agreement in its sole discretion. The matters affecting title as approved by Buyer pursuant to this Section 4 shall be referred to collectively as the "**Permitted Title Exceptions**".

**5. Books and Records.** The Agency agrees to exercise its best efforts to make available to Buyer the following items no later than ten (10) days following the Effective Date:

- a. All rental agreements, leases, service contracts, insurance policies, latest tax bill(s) and other written agreements or notices which affect the Site.
- b. A schedule of deposits made by any lessee on of the Site, if any.
- c. A written inventory of any items of personal property to be conveyed to Buyer at the Close of Escrow, if any.
- d. Any citations for building code or other violations received by the Agency (or of which the Agency is aware).
- e. Buyer shall have ten (10) days from the receipt of the items provided under subsections a. through d. above to review such items. If Buyer objects to the condition of such items, Buyer shall notify the Agency in writing within such ten (10) day period, and the Agency shall have ten (10) days from receipt of Buyer's notice to satisfy Buyer's objections. If the Agency fails to satisfy Buyer's objections within that ten (10) day period, then this Agreement may terminate at Buyer's option, in its sole discretion.

**6. Termination.**

a. Early Termination. Notwithstanding any other provision of this Agreement, Buyer, the Agency or Master Developer may terminate this Agreement, in their respective sole discretion, on ten (10) days' prior written notice to Buyer, the Agency and Master Developer; provided, that such termination may only occur after the later of: (i) Buyer's receipt, and prompt transmittal to the Agency, of written notice from HUD that it has not been successful in its application for the Choice Grant; or (ii) January 2, 2012.

b. Release; Return of Funds and Documents. Upon any termination of this Agreement as permitted herein: (i) the parties shall be released from further obligations under this Agreement, except for those provisions that expressly survive expiration or earlier termination of this Agreement; (ii) the funds deposited into Escrow, if any, by each party shall be returned to the depositing party or otherwise paid as provided under the provisions of this Agreement; and (iii) all documents deposited into Escrow or delivered by Buyer or the Agency, if any, shall be returned immediately to that respective party.

**7. Conditions of Close.**

a. Agency Closing Obligations. In addition to all other conditions to the completion of the transaction described in this Agreement, the obligation of Buyer to purchase the Property pursuant to this Agreement is subject to the satisfaction, or written waiver by Buyer, at or before the Close of Escrow at the times specified below, of each of the following “**Agency Closing Obligations**”:

(1) Agency shall have provided reasonable access to the Site to Buyer and shall have allowed adequate time for Buyer’s inspection and approval of the operational, economic, legal and physical condition and use of the Property, including the environmental risks, engineering matters and condition of the Improvements;

(2) The Agency shall have timely provided to Buyer for Buyer’s review the Agency’s disclosure documentation pertaining to ownership and operation of the Property, including all leases, contracts or agreements, financial statements, permits, notices, reports, inspections and litigation matters, to the extent not previously produced in accordance with Section 5. The Agency shall, in Buyer’s discretion, terminate or assign to Buyer upon the Close of Escrow any service and/or property contracts or agreements related to the Property;

(3) The Agency shall have reasonably cooperated with Buyer to allow for subdivision of the Site, as further set forth in Section 7.b(2), below.

(4) The Agency shall have performed each of the covenants and obligations contained in this Agreement required to be performed by the Agency on or before the Close of Escrow, and the Agency’s representations and warranties contained in this Agreement shall be true and correct as of the Close of Escrow; and

(5) The Title Company shall be ready, willing and able to issue to Buyer an ALTA Extended Coverage Owner’s Policy of Title Insurance (Form 2006 or its equivalent) (the “**Title Policy**”) insuring that the Property is free and clear of lender liens and monetary liens and title to the Property has vested in Buyer with liability in the amount reasonably determined by Buyer and subject only to the Permitted Title Exceptions.

b. Buyer Closing Obligations. In addition to all other conditions to the completion of the transaction described in this Agreement, the obligation of the Agency to transfer the Property to Buyer pursuant to this Agreement is subject to the satisfaction, or written waiver by the Agency, at or before the Close of Escrow at the times specified below, of each of the following “**Buyer Closing Obligations**”:

(1) Buyer shall have been awarded the Choice Grant;

(2) Buyer shall have designated all or a portion of the Site as one or more Alice Griffith Lots for the development of the Alice Griffith Replacement Projects; Buyer shall have cooperated with the Agency to subdivide those portions of the Site constituting the Property and, at the Close of Escrow, shall be ready, willing and able to utilize such Alice Griffith Lots in accordance with the Phase 2 DDA, any applicable Alice Griffith DDA and, if applicable, the Choice Grant or the Buyer-Authority Agreement (as defined below);

(3) Buyer shall have entered into an Agreement with the Housing Authority (“**Buyer-Authority Agreement**”) requiring the Housing Authority to assign the Agency the then-current fair market value of the Property as a contribution from the Agency toward the Alice Griffith Replacement Projects, the value of which shall be determined as set forth in section V.E of the MOU (the “**Agency Value Assignment**”); provided, however, that if Buyer has previously assigned its rights to acquire the Property under this Agreement to the Authority in accordance with Section 34, then the Authority and the Agency shall have entered into an agreement providing for the Agency Value Assignment or the Authority shall have otherwise in writing acknowledged the Agency Value Assignment, in each case in form and substance acceptable to the Agency; and provided further that the terms required herein for the Buyer-Authority Agreement may be incorporated within an Alice Griffith DDA;

(4) Buyer shall have performed each of its covenants and obligations contained in this Agreement required to be performed on or before the Close of Escrow, and Buyer’s representations and warranties contained in this Agreement shall be true and correct as of Close of Escrow; and

(5) Buyer and Master Developer shall have taken no other action that violates the terms and conditions of the Phase 2 DDA with respect to the Property (including the receipt by Buyer of consents or approvals from Master Developer as applicable).

## **8. Default.**

a. Agency Event of Default. An “**Agency Event of Default**” is a breach by the Agency of any of its obligations under this Agreement before the Close of Escrow, including the failure of any of the representations, warranties or covenants described in this Agreement, and the failure to cure such breach within ten (10) days after receipt of written notice (the “**Buyer Demand Notice**”) from Buyer identifying the breach, requesting its cure and specifically stating Buyer’s intention to exercise its rights under this Section 8.a. If an Agency Event of Default is not timely cured on or before the tenth (10<sup>th</sup>) day following the Agency’s receipt of the Buyer Demand Notice, then Buyer may terminate this Agreement by providing written notice of termination to the Agency. Buyer shall be entitled to a refund of all sums previously deposited into Escrow by Buyer. If Buyer elects not to terminate this Agreement after giving the Buyer Demand Notice, then Buyer may seek specific performance of this Agreement, but shall not be entitled to seek or recover damages or any other remedy (except for attorneys’ fees as set forth in Section 19 and indemnification claims as set forth in Section 32).

b. Buyer Event of Default. A “**Buyer Event of Default**” is a breach by Buyer of any of its obligations under this Agreement before the Close of Escrow, including the failure of any of the representations, warranties or covenants described in this Agreement, and the failure to cure such breach within ten (10) days after receipt of written notice (the “**Agency Demand Notice**”) from the Agency identifying the breach, requesting its cure and specifically stating the Agency’s intention to exercise its rights under this Section 8.b. If Buyer Event of Default is not timely cured on or before the tenth (10<sup>th</sup>) day following Buyer’s receipt of the Agency Demand Notice, then the Agency may terminate this Agreement by providing written notice of termination to Buyer. Buyer shall be entitled to a refund of all sums previously deposited into Escrow by Buyer. If the Agency elects not to terminate this Agreement after giving the Agency Demand Notice, then the Agency may seek specific performance of this Agreement, but shall not be entitled to seek or recover damages or any other remedy (except for attorneys’ fees as set forth in Section 19 and indemnification claims as set forth in Section 32). Before Close of Escrow, the Agency’s remedies are limited to termination, specific performance and money damages as set forth above. After Close of Escrow, the Agency shall have, in addition, all rights and remedies available at law or in equity if Buyer fails to transfer the Property to the Housing Authority in accordance with Section 7.b(2).

**9. Escrow.**

a. Not less than thirty (30) days before the date proposed for the Close of Escrow, Buyer shall establish an escrow account (the “**Escrow**”) at the Title Company.

b. Escrow fees and closing costs, title insurance premiums and transfer taxes shall be paid by Buyer and the Agency as further set forth in Section 10.d.

c. Prior to the Close of Escrow, the parties shall deposit the funds and documents hereinafter described into Escrow.

(1) The Agency shall deposit the following into Escrow:

a) The quitclaim deed substantially in the recordable form of Exhibit D (the “**Deed**”), properly executed on behalf of the Agency, conveying to Buyer clean, insurable and marketable fee title to the Property, subject to the Development Restriction, with only such changes as may be approved by Buyer and the Agency Executive Director;

b) The Development Restriction;

c) An affidavit sworn by a person authorized and empowered by the Agency to the effect that the Agency is not a “foreign person” as that term is defined in section 1445(f)(3) of the Internal Revenue Code of 1996, as amended (the “**Non-Foreign Certification**”);

d) Cash in the amount necessary to pay the Agency’s share of closing costs and prorations, as hereinafter set forth;

e) To the extent required by the Title Company, certified copies of authorizing documentation approving the execution and delivery of this Agreement and the other documents delivered and to be delivered pursuant hereto by the Agency, the performance by the Agency of its obligations hereunder and under such other documents, and the consummation by the Agency of the transactions contemplated hereby, including, if required, certificates of incumbency;

f) Subject to the Agency's right to refuse to remove title exceptions as set forth in Section 4, such certificates as the Title Company may reasonably require to insure Buyer's title to the Property;

g) Executed Federal Form 1099 S, real estate reporting solicitation;

h) Executed California Form 590-RE, real estate withholding exemption certificate; and

i) A written release, in form reasonably satisfactory to Buyer, of any and all the Agency's rights to relocation assistance and benefits as a result of Buyer's acquisition of the Property, including any rights of the Agency's tenants, if any, and employees at the Property.

(2) Buyer shall deposit the following into Escrow:

a) Cash in the amount necessary to pay Buyer's share of closing costs and prorations, as hereinafter set forth;

b) To the extent required by the Title Company, certified copies of corporate resolutions or other authorizing documentation approving the execution and delivery of this Agreement and the other documents delivered and to be delivered pursuant hereto by Buyer, the performance by Buyer of its obligations hereunder and under such other documents, and the consummation by Buyer of the transactions contemplated hereby, including, if required, certificates of incumbency;

c) Such certificates as the Title Company may reasonably require to insure Buyer's title to the Property; and

d) Executed California change of ownership form.

## **10. Close of Escrow.**

a. Definition of Close of Escrow. "**Close of Escrow**" means the date on which escrow is closed on the Property, which shall occur (unless the parties agree otherwise, in writing): (i) after all of the conditions in Section 7 have been met (or waived) by the parties; and (ii) after Master Developer has provided its written approval of closing (which approval shall not

be unreasonably withheld or delayed). In no event, however, shall Close of Escrow occur after September 30, 2016.

b. Transfer. The transfer of fee title from the Agency to Buyer shall occur at the Close of Escrow. Possession of the Property shall be delivered to Buyer as of the Close of Escrow.

c. Procedure for the Close of Escrow. The Title Company shall cause the Close of Escrow as follows:

- (1) Record the Development Restriction;
- (2) Record the Deed with instructions for the county recorder to deliver the Deed to Buyer and attach tax information after recording;
- (3) Deliver the Title Policy pertaining to the Property to Buyer;
- (4) Forward to Buyer the Non-Foreign Certification; and
- (5) Forward to Buyer and the Agency, in duplicate, a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date endorsed thereon.

d. Closing Cost and Prorations.

(1) Closing Costs. Subject to Section 19, Buyer and the Agency shall each pay their own attorneys' fees in connection with this Agreement. Buyer shall be responsible to pay any Escrow fees, recording costs, and title insurance premiums. The Agency shall pay all documentary transfer taxes. Except as otherwise provided in this Agreement, any other fees or charges shall be paid according to the custom in San Francisco County. The Agency shall be solely responsible for the costs of complying with all requirements of the Title Company to enable the Title Company to issue to Buyer title insurance reflecting that the Property is free and clear of the Lender Liens and Monetary Liens and any exceptions other than the Permitted Title Exceptions.

(2) Prorations. Real property taxes and general and special assessments for the Property shall be prorated through Escrow on the basis of the fiscal year for such assessment.

## **11. Property Condition**

a. As Is. Agency shall convey the Property to Buyer strictly in its "as is, where is" condition with all faults and defects. Buyer agrees to accept the Property in its condition at the Close of Escrow, acknowledges that the Agency makes no express or implied representation or warranty as to the condition or title of the Property under this Agreement and acknowledges that all necessary physical and title due diligence shall be performed by Buyer in accordance with this Agreement.

b. Permit to Enter. Buyer has been given the opportunity to investigate the Site fully, using experts of its own choosing, and the Agency shall continue to give Buyer such opportunity under a Permit to Enter.

c. No Representations or Warranties. Buyer acknowledges that Agency has made no representation or warranty, express or implied, with respect to the Property, and Buyer expressly releases the Agency from all Losses arising out of or relating to the condition of any improvements, the size, suitability or fitness of the land, the existence of Hazardous Substances, compliance with any Environmental Laws, or otherwise affecting or relating to the condition, development, use, value, occupancy or enjoyment of the Property, excluding any Losses arising from any Release of a Hazardous Substance to the extent that it is caused, contributed to or exacerbated by the Agency from and after the Reference Date. Buyer expressly understands that the portions of the Property conveyed by the Agency to Buyer are being conveyed strictly in their “as is, where is” condition with all faults and defects.

d. Release. Buyer acknowledges that it is familiar with section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Buyer waives and relinquishes any right or benefit that it has or may have under section 1542 of the California Civil Code or any similar or successor provision of law pertaining to the foregoing release.

e. The provisions of this Section 11 shall survive the Close of Escrow or any termination of this Agreement, and shall not merge with the Deed to be delivered at the Close of Escrow, with the mutual understanding that Buyer is accepting the Property “AS IS” including any unknown Hazardous Substances.

**12. The Agency’s Representations, Warranties and Additional Covenants.** The Agency hereby represents, warrants and covenants that:

a. The Agency is a public agency duly organized, validly existing and in good standing under the laws of the State of California and has all requisite power and authority to enter into this Agreement and to carry out its obligations under this Agreement.

b. Except as otherwise set forth herein, all administrative actions and other proceedings required to be taken by or on behalf of the Agency for the authorization, execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein shall have been taken before the Close of Escrow.

c. The Agency shall not sell, convey, assign, lease or otherwise transfer all or any portion of the Property, or cause or permit any new encumbrance or obligation to be placed

or imposed upon all or any portion of the Property in a manner that will impact Buyer's rights under this Agreement, except as otherwise permitted under the provisions of this Agreement.

d. The individual executing this Agreement on behalf of the Agency is authorized to do so and, upon his or her execution of this Agreement, this Agreement shall be binding and enforceable upon the Agency in accordance with its terms.

e. Except as may be provided in any written materials and information provided by or made available to Buyer, the Agency, to the Agency's actual knowledge, has received no written notice of any violation of any applicable law, ordinance, rule, regulation or requirement of any governmental agency, body or subdivision affecting or relating to the Property, including any subdivision, building, use or environmental law, ordinance, rule, requirement or regulation. The Agency further warrants and represents that in the event it receives any such notice before the Close of Escrow, it will promptly and in no event more than five (5) days after receipt of such notice, provide to Buyer a copy of any such notice.

f. Except as may be provided in any written materials and information provided by the Agency to Buyer, the Agency, to the Agency's actual knowledge, has received no written notice of any pending or threatened actions, suits, proceedings, judgments, orders, decrees, defaults, delinquencies, deficiencies, condemnation, eminent domain, assessment or similar proceeding affecting the Property which would materially affect Buyer's use of the Property or the Agency's ability to perform its obligations under this Agreement.

g. Except as may be provided in any written materials and information provided by the Agency to Buyer, or in the Title Report, except as described in this Agreement, to the Agency's actual knowledge there are no material written agreements with governments, utilities or agencies regarding the Property.

h. To the Agency's actual knowledge, there are not now nor have there been any Hazardous Substances in, on, or under the Property in reportable quantities, other than materials customarily used in the normal course of construction or operation of similar property or except as otherwise disclosed to Buyer in materials provided or made available to the Agency pursuant to this Agreement.

i. Except for leases to current occupants of the Property and as otherwise disclosed in writing to Borrower in the Title Report or otherwise by the Agency, to the Agency's actual knowledge, there are no leases, encumbrances or options to purchase affecting the Property.

j. The Agency is not a foreign person, as that term is defined, in section 1445(f)(3) of the Internal Revenue Code of 1996, as amended (the "**Code**"). At the Close of Escrow, the Agency shall furnish to Buyer and the Title Company the Agency's United States taxpayer identification number and such affidavit and other information as Buyer or the Title Company may determine to be necessary or reasonable under section 1445(b)(2) of the Code, or otherwise, to assure that Buyer shall not be subject to United States federal income tax withholding liability under section 1445 of the Code. The Agency shall in any event indemnify

and hold harmless Buyer from and against any such cost, loss or liability that Buyer may incur under said section 1445 of the Code.

k. The Agency has not filed or been the subject of any filing of a petition under the Federal Bankruptcy Law or any insolvency laws, or any laws for composition of indebtedness or for the reorganization of debtors.

l. At or before Close of Escrow, the Agency shall cause the release of all financing or debt encumbering the Property, if any, at its own expense and without cost or expense to Buyer.

m. The Agency's representations, warranties and covenants shall be true as of the Reference Date and as of the Close of Escrow. The Agency shall promptly give written notice to Buyer of the occurrence of any event that materially affects the truth or accuracy of any representations or warranties made by the Agency under this Agreement. Buyer understands that all of the representations and warranties set forth herein are based on the actual knowledge of Agency staff, and that Agency has not performed any investigation or inquiry with respect to these matters. All information relative to the representations and warranties set forth herein shall be contained in the Agency's files and made available to Buyer, except for any privileged or confidential information, for Buyer's review.

n. For purposes of this Agreement, written materials or other information provided to McCormack Baron Salazar, Inc. and/or Master Developer (and or any representative or affiliate of the aforementioned entities, including, with respect to Master Developer, Lennar Corporation) before the Close of Escrow shall be considered as having been provided to Buyer.

o. The provisions of this Section 12 shall survive the Close of Escrow or any termination of this Agreement, and shall not merge with the Deed to be delivered at the Close of Escrow.

**13. Buyer's Representations and Warranties.** Buyer hereby represents and warrants that:

a. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri and has all requisite power and authority to enter into this Agreement and to carry out its obligations under this Agreement.

b. All administrative actions and other proceedings required to be taken by or on behalf of Buyer for the authorization, execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein shall have been taken before the Close of Escrow.

c. No consent, approval, or authorization of any third person to Buyer's execution and delivery of this Agreement is required, other than consents, approvals and authorizations that have already been given.

d. The execution and delivery of this Agreement by Buyer: (1) shall not violate any provision of the organizational documents of Buyer or any applicable laws,

regulations or rules; and (2) shall not violate or constitute a breach of or default under any judicial or regulatory decree binding on Buyer, or any contract, agreement, or instrument to which Buyer is a party.

e. This Agreement and all documents to be delivered by Buyer pursuant to this Agreement, when executed and delivered, shall constitute the legal, valid, and binding obligation of Buyer, enforceable in accordance with their respective terms.

f. Buyer's representations, warranties and covenants shall be true as of the date of this Agreement and as of the Close of Escrow. Buyer shall promptly give written notice to the Agency of the occurrence of any event that materially affects the truth or accuracy of any representations or warranties made by Buyer under this Agreement. The foregoing representations, warranties and covenants shall also survive the Close of Escrow.

**14. The Agency's Accounts Receivable.** The Agency shall retain all accounts receivable relating to the Property accrued as of the Close of Escrow (including past due amounts), and shall have the right to collect and retain the receivables. The accounts receivable shall include all rentals, operating cost pass-thru, and all other sums and charges payable by tenants under leases pertaining to premises within the Property, as well as and refunds, prepayments, and like returns attributable to the period before the Close of Escrow.

**15. Survival.** The terms, covenants and conditions contained in this Agreement required to be operative after delivery of the Deed to Buyer to be effective shall be so operative and shall not be deemed to have been merged in the Deed.

**16. No Partnership; Third Person.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Agency and Buyer. Except with respect to Master Developer as set forth in this Agreement, no term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, corporation or other entity not a party hereto (including any broker), and no such party shall have any right or cause of action hereunder.

**17. Amendments.** No amendment or other alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and approved in writing by Master Developer. The Agency Executive Director shall be permitted (but shall not be required) to enter into any such amendment or other alteration or modification ("**Amendment**") if such Amendment is required to comply with written notice from HUD of a deficiency in this Agreement that must be cured in order to satisfy eligibility requirements for the Choice Grant or if such Amendment, in the reasonable judgment of the Agency Executive Director, does not materially increase the burdens and responsibilities of the Agency and does not materially decrease the overall benefits to the Agency, in each case in connection with the Alice Griffith Replacement Projects.

**18. Waiver.** The waiver by either party hereto of any right granted to it hereunder shall be in writing and signed by such waiving party and no such waiver shall be deemed to be a waiver of any other right granted in this Agreement, nor shall any such waiver be deemed to be a

waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

**19. Attorneys' Fees.** Should any party institute any action or proceeding in court or other dispute resolution mechanism permitted or required under this Agreement, the prevailing party shall be entitled to receive from the losing party the prevailing party's reasonable costs and expenses incurred including expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as may be awarded to be reasonable attorneys' fees and costs for the services rendered the prevailing party in such action or proceeding. Attorneys' fees under this Section 19 shall include attorneys' fees on any appeal.

**20. Notices.** Any notice or other communication given under this Agreement by a party must be in a writing given or delivered (i) by hand, (ii) by registered or certified mail, postage prepaid and return receipt requested, or (iii) by a recognized overnight carrier, such as Federal Express, in any case addressed as follows:

in the case of a notice or communication to the Agency:

San Francisco Redevelopment Agency  
One South Van Ness Avenue, 5th Floor  
San Francisco, California 94103  
Attn: Executive Director

with a copy to:

San Francisco Redevelopment Agency  
One South Van Ness Avenue, 5th Floor  
San Francisco, California 94103  
Attn: Legal Division

in the case of a notice or communication to Buyer:

McCormack Baron Salazar, Inc.  
720 Oliver Street, Suite 2500  
St. Louis, Missouri 63101  
Attn: Hillary Zimmerman

with copies to:

CP Development Co., LP  
c/o Lennar Urban  
One California Street, Suite 2700  
San Francisco, California 94111  
Attn: Kofi Bonner

Paul, Hastings, Janofsky & Walker LLP  
55 Second Street, 24th Floor  
San Francisco, California 94105  
Attn: Charles V. Thornton, Esq.  
Attn: David A. Hamsher, Esq.

Klein Hornig LLP  
145 Tremont Street, Suite 400  
Boston, Massachusetts 02111  
Attn: Daniel Rosen, Esq.

Any notice address may be changed by a party at any time by giving notice of such change in the manner provided above, and any such change shall be effective ten (10) days thereafter (or such later date as is set forth in such notice). All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed or delivered by overnight carrier, on the delivery date or attempted delivery date shown on the return receipt or in the records of the carrier, as applicable.

**21. Exhibits.** Exhibits A, B, C and D are incorporated in this Agreement by this reference.

**22. Time.** Time is of the essence of this Agreement, and Buyer and the Agency hereby agree to perform each and every obligation hereunder in a prompt and timely manner.

**23. Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent of such prohibition or invalidation which shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

**24. Successors.** Subject to Section 34, the terms, conditions, covenants and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto.

**25. Further Performance.** Each party shall, whenever and as often as it shall be requested by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents, including supplemental escrow instructions as may be reasonably necessary to complete the sale, conveyance and transfer contemplated by this Agreement and to do any and all things as may be reasonably requested to carry out the intent and purpose of this Agreement.

**26. Interpretation.** Where the context requires herein, the singular shall be construed as the plural, and neuter pronouns shall be construed as masculine and feminine pronouns, and vice versa. Unless otherwise specified, whenever in this Agreement, including its Exhibits, reference is made to any Recital, Article, Section, Exhibit, or any defined term, the reference shall be deemed to refer to the Recital, Article, Section, Exhibit or defined term of this Agreement. Any reference to a Recital, an Article or a Section includes all subsections and subparagraphs of that Recital, Article or Section. Section and other headings are for the purpose

of convenience of reference only and are not intended to, nor shall they, modify or be used to interpret the provisions of this Agreement. References in this Agreement to days shall be to calendar days, unless otherwise specified; provided, that if the last day of any period to give notice, reply to a notice, meet a deadline or to undertake any other action occurs on a day that is not a Business Day, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding Business Day. References in this Agreement to a “**Business Day**” shall mean a day other than a Saturday, Sunday or holiday recognized by the Agency. The use in this Agreement of the words “including”, “such as” or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as “and limited to” or words of similar import are used with reference thereto. In the event of a conflict between the Recitals and the remaining provisions of this Agreement, the remaining provisions shall prevail.

**27. No Party Drafter.** Certain provisions of this Agreement were drawn by the Agency and certain provisions were drawn by Buyer and all provisions have been reviewed by the parties’ respective counsel. As a result: (i) the provisions of this Agreement shall be construed as a whole, according to their common meaning and not strictly for or against any party in order to achieve the objectives and purposes of the parties, and (ii) no party nor its counsel shall be deemed the drafter of any provision of this Agreement.

**28. Actions by the Agency Executive Director.** Unless otherwise provided in this Agreement, the Phase 2 DDA, the BVHP Redevelopment Plan or California law, any consent, approval or other actions of the Agency (as opposed to the Agency Executive Director or the Agency Commission) will be given or undertaken, as applicable, by the Agency Executive Director in his or her reasonable discretion. However, nothing herein shall be deemed to prevent the Agency Executive Director from bringing any matter to the Agency Commission for its consideration, in his/her sole discretion.

**29. Counterparts, Facsimile Copies.** This Agreement may be executed in counterparts, each of which shall be considered an original, and all of which shall constitute one and the same instrument. Delivery of this Agreement may be effectuated by hand delivery, mail, overnight courier or electronic communication (including by PDF sent by electronic mail, facsimile or similar means of electronic communication). Any electronic signatures shall have the same legal effect as manual signatures.

**30. Agency Executive Director Authority.** Each delegation of authority to the Agency Executive Director to take any action pursuant to this Agreement shall also be considered a delegation of authority to any person designated by the Agency Executive Director to take such action in his/her stead.

**31. Governing Law.** This Agreement shall be governed by, and construed in accordance with, California law. All references in this Agreement to California or federal laws, regulations and statutes shall mean such laws, regulations and statutes as they may be amended from time to time, except to the extent a contrary intent is stated. All references in this Agreement to local laws, statutes and regulations shall be to the Applicable City Regulations.

**32. Indemnification.**

- a. The Agency shall indemnify, defend, and hold harmless Buyer, Master Developer, and their respective owners and the members, directors, officers, partners, employees, agents, successors and assigns of each of them from and against all claims, demands, losses, liabilities, damage, liens, obligations, interest, injuries, penalties, fines, lawsuits or other proceedings, judgments and awards and costs and expenses (including reasonable attorneys' fees and costs, consultant fees and costs and court costs) of whatever kind or nature, known or unknown, contingent or otherwise, including the reasonable costs of carrying out the terms of any judgment, settlement, consent, decree, stipulated judgment or other partial or complete termination of an action or procedure that requires any of the indemnified persons to take any action (collectively "**Losses**") that occur or accrue prior to the Close of Escrow arising from, or as a result of (except to the extent that such Losses are directly or indirectly caused by the act or omission of Buyer): (a) the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person that shall occur on the Property; (b) the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person that shall occur in or around the Property to the extent caused by the act or omission of Buyer or its agents, servants, employees or contractor; and (c) any mechanics' liens (whether insured against or not) that may be asserted against or asserted against or incurred or suffered by Buyer with respect to the Property.
- b. Buyer shall indemnify, defend, and hold harmless the Agency and the City and their respective commissioners, supervisors, officers, employees, attorneys, contractors and agents (each, a "**City Party**") from and against all Losses arising from or as a result of (except to the extent that such Losses are directly or indirectly caused by the act or omission of a City Party): (a) during the period of time that Buyer holds title to any portion of the Property, the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person that shall occur in such portion of the Property; and (b) the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person that shall occur in or around the Property to the extent caused by the act or omission of Buyer or its agents, servants, employees or contractors. The foregoing indemnification shall expire five (5) years after the Alice Griffith Replacement Projects constructed on the Property are completed.

**33. Entire Agreement.** This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements, arrangements and understandings between the parties, and no other agreement, statement or promise made by either party hereto that is not contained in this Agreement shall be binding or valid.

**34. Assignment.** No party shall assign or otherwise transfer (“**Transfer**”) all or any part of or any interest in this Agreement without the prior written consent of the other parties. Notwithstanding the foregoing, with the prior written consent of Master Developer, Buyer shall have the right to Transfer all or any part of its interest in this Agreement to the Housing Authority or any entity responsible for developing an Alice Griffith Replacement Project under any Alice Griffith DDA and/or the Phase 2 DDA. The parties expressly acknowledge that a Transfer is intended to result in the Housing Authority holding fee interest in the Property and agreeing to enter into a long-term ground lease with one or more single-purpose entities designated to carry out the subject phase of the Alice Griffith Replacement Project in accordance with the Phase 2 DDA (as may be further specified in a Buyer-Authority Agreement). Upon any such Transfer, the transferring person or entity shall automatically and without the need for further documentation be released from all of its obligations under this Agreement (including any indemnification responsibilities) and thereafter such obligations shall be binding upon and enforceable against such transferee.

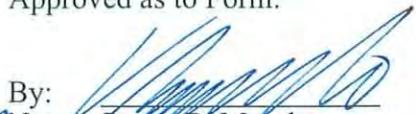
**[ REMAINDER OF PAGE INTENTIONALLY LEFT BLANK ]**

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

**AGENCY:**

Authorized by Agency Resolution No. 55-2011 adopted May 3, 2011.

Approved as to Form:

By:   
Name: James B. Morales  
Title: Agency General Counsel

**REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO,**  
a public body, corporate and politic, organized and existing pursuant to the Community Redevelopment Law of the State of California

By:   
Name: Fred Blackwell  
Title: Executive Director

**BUYER:**

**MCCORMACK BARON SALAZAR, INC.,**  
a Missouri corporation

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

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

**AGENCY:**

Authorized by Agency Resolution  
No. 55-2011 adopted May 3, 2011.

Approved as to Form:

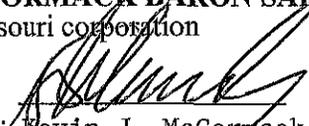
By: \_\_\_\_\_  
Name: James B. Morales  
Title: Agency General Counsel

**REDEVELOPMENT AGENCY OF THE CITY AND  
COUNTY OF SAN FRANCISCO,**  
a public body, corporate and politic, organized and  
existing pursuant to the Community Redevelopment Law  
of the State of California

By: \_\_\_\_\_  
Name: Amy Lee  
Title: Deputy Executive Director  
Finance and Administration

**BUYER:**

**MCCORMACK BARON SALAZAR, INC.,**  
a Missouri corporation

By:   
Name: Kevin J. McCormack  
Title: President

**APPROVAL**

The execution and delivery of the Purchase and Sale Agreement to which this Approval is attached is hereby approved.

**CP DEVELOPMENT CO., LP,**  
a Delaware limited partnership

By: CP/HPS Development Co. GP, LLC,  
a Delaware limited liability company,  
its General Partner

By: 

Name: Kofi Bonner

Its: Authorized Representative

## **LIST OF EXHIBITS**

- Exhibit A Depiction of the Site
- Exhibit B Legal Description of the Site
- Exhibit C Form of Permit to Enter
- Exhibit D Form of the Deed

**EXHIBIT A**

**Depiction of the Site**

[ ATTACHED ]

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT PROJECT

 SITE



BMS DESIGN GROUP

  
05/24/2010

**EXHIBIT B**

**Legal Description of the Site**

Real property situated in the City and County of San Francisco, State of California, more particularly described as follows:

All of Parcel B as shown on that certain map entitled "Parcel Map 5217", as per map filed for record August 18, 2009, in Book 48 of Parcel Maps, at pages 1 to 3, inclusive, Official Records of the City and County of San Francisco.

APN 4884, Lot 027

**EXHIBIT C**

**Form of Permit to Enter**

[ ATTACHED ]

## PERMIT TO ENTER

**THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO**, a public body, corporate and politic (“**Agency**”) grants to \_\_\_\_\_ (“**Permittee**”), a non-exclusive permit to enter upon certain Agency-owned or -leased real property (hereinafter referred to as the “**Permit Area**”), located at \_\_\_\_\_ upon the terms, covenants and conditions hereinafter set forth in this Permit to Enter (“**Permit**”).

**1. Permit Area:** The Permit Area is more particularly shown on Attachment A hereto and made a part hereof. The Permit is non-exclusive and is subject to the rights of ingress and egress by the Agency and others, who are authorized to access portions of the Permit Area.

**2. Interim Use:** The Permittee shall use the Permit Area to \_\_\_\_\_  
**[describe permitted activities]** which is described elsewhere herein as the “**Interim Use.**” No uses other than those specifically stated herein are authorized hereby.

**3. Time of Entry:** Entry may commence, once the Permit is fully executed, on \_\_\_\_\_, at 8:00 a.m. Entry shall terminate on \_\_\_\_\_, at 5:00 p.m., unless earlier terminated by the Agency’s Executive Director under Section 11 hereof or earlier terminated by Permittee by cessation of activities/operations, or unless such time is extended by the Executive Director.

**4. Compensation to Agency:** Permittee shall pay compensation to the Agency:  
YES  NO

If yes is checked, Permittee shall pay the Agency:

- One cent (\$ 0.01) per square foot per day for duration of the permit to enter; or
- \$ \_\_\_\_\_ per day pursuant to Section 9 *Reduction or Waiver of Use Fee* of the Agency’s Permit to Enter Policy.

(Executive Director’s initials authorizing fee reduction/waiver). \_\_\_\_\_  
initials

### **5. Indemnification:**

a. General Indemnification: Permittee shall defend, hold harmless and indemnify the Agency, the City and County of San Francisco (the “**City**”) and/or their respective commissioners, members, officers, agents and employees of and from any and all claims, demands, losses, costs, expenses, obligations, damages, injuries, actions, causes of action and liabilities of every kind, nature and description directly or indirectly, arising out of or connected with this Permit and any of the Permittee’s operations or activities related thereto, and excluding the willful misconduct or gross negligence of the person or entity seeking to be defended,

indemnified or held harmless, and excluding any and all claims, demands, losses, costs, expenses, obligations, damages, injuries, action, causes of action or liabilities of any kind arising out of any Release (as defined in Section 6f below) or threatened release of any Hazardous Substance (as defined in Section 6d below), pollutant, or contaminant, or any condition of pollution, contamination, or nuisance which shall be governed exclusively by the provisions of Section 6c below. This section does not apply to contracts for construction design services provided by a design professional, as defined in California Civil Code Section 2782.8.

b. Indemnification By Design Professionals: This section applies to any design professional as defined in California Civil Code Section 2782.8 who is or will provide professional services as part of, collateral to, or affecting this Permit with the Permittee (“Design Professional”). Each Design Professional who will provide design services shall defend, hold harmless and indemnify the Agency, the City and their respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional. It is expressly agreed and understood that the duty of indemnification pursuant to this section is to be interpreted broadly to the greatest extent permitted by law, including but not limited to California Civil Code Section 2782.8.

c. No Mechanics’ Liens: Permittee shall not permit any mechanics' or other liens to be levied against the Permit Area for any labor or material furnished to Permittee or claimed to have been furnished to Permittee or to Permittee's agents or contractors in connection with the Interim Use and Permittee shall hold the Agency free and harmless from any and all cost or expense connected with or arising from the Interim Use.

## **6. Hazardous Material Acknowledgement and Indemnification:**

a. Hazardous Material Acknowledgement: Permittee recognizes that, in entering upon the Permit Area and performing the Interim Use under this Permit, its employees, invitees, subpermittees and subcontractors may be working with, or be exposed to substances or conditions which are toxic or otherwise hazardous. Permittee acknowledges that the Agency is relying on the Permittee to identify and evaluate the potential risks involved and to take all appropriate precautions to avoid such risks to its employees, invitees, subpermittees and subcontractors. Permittee agrees that it is assuming full responsibility for ascertaining the existence of such risks, evaluating their significance, implementing appropriate safety precautions for its employees, invitees, subpermittees and subcontractors and making the decision on how (and whether) to enter upon the Permit Area and carry out the Interim Use, with due regard to such risks and appropriate safety precautions.

b. Proper Disposal of Hazardous Materials: Permittee assumes sole responsibility for managing, removing and properly disposing of any waste produced during or in connection with Permittee’s entry and/or Interim Use of the Permit Area including, without limitation, preparing and executing any manifest or other documentation required for, or associated with, the removal, transportation and disposal of hazardous substances to the extent required in connection with the Permittee’s activities hereunder.

c. Toxics Indemnification: Permittee shall defend, hold harmless and indemnify the Agency, the City, and their respective commissioners, members, officers, agents and employees from and against any and all claims, demands, actions, causes of action or suits (actual or threatened), losses, costs, expenses, obligations, liabilities, or damages, including interest, penalties, engineering consultant and attorneys' fees of every kind, nature and description, resulting from any release or threatened release of a hazardous substance, pollutant, or contaminant, or any condition of pollution, contamination, or nuisance in the vicinity of the Permit Area or in ground or surface waters associated with, or in the vicinity of, the Permit Area to the extent that such release or threatened release, or condition is directly created or aggravated by the Interim Use undertaken by Permittee pursuant to this Permit or by any breach of or failure to duly perform or observe any term, covenant or agreement in this Permit to be performed or observed by the Permittee, including, but not limited to, any violation of any Environmental Law (as defined in Section 6e below); provided, however, that Permittee shall have no liability, nor any obligation to defend, hold harmless or indemnify any person for any claim, action, loss, cost, liability, expense or damage resulting from the discovery or disclosure of any pre-existing condition on or in the vicinity of the Permit Area; and provided further that Permittee shall be held to a standard of care no higher than the standard of care applicable to environmental and geotechnical professionals in San Francisco.

d. Hazardous Substances: For purposes of this Permit, the term "Hazardous Substance" shall have the meaning set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U. S. C. Section 9601(14), and, in addition, shall include, without limitation, petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs" or "PCB"), PCB-containing materials, all hazardous substances identified at California Health & Safety Code Sections 25316 and 25281(d), all chemicals listed pursuant to California Health & Safety Code Section 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under applicable state or local law.

e. Environmental Laws: For purposes of this Permit, the term "Environmental Laws" shall include, but not be limited to, all federal, state and local laws, regulations, ordinances, and judicial and administrative directives, orders and decrees dealing with or pertaining to solid or hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee and community right-to-know requirements, related to the Interim Use.

f. Release: For purposes of this Permit, the term "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance or pollutant or contaminant).

g. Soils Investigation: If the Interim Use under Section 2 of this Permit includes any soils investigations, then Permittee warrants as follows:

(1) If any soils investigation permitted hereby involves the drilling of holes having a diameter dimension that could create a safety hazard for persons, said holes shall, during any drilling operations, be carefully safeguarded and shall upon the completion of said drilling operations be refilled (and compacted to the extent necessary) to the level of the original surface penetrated by the drilling.

(2) The Agency has no responsibility or liability of any kind or character with respect to any utilities that may be located in or on the Permit Area. Permittee has the sole responsibility to locate the same and to protect the same from damage. Permittee shall be solely responsible for any damage to utilities or damage resulting from any damaged utilities. Prior to the start of the Interim Use, the Permittee is advised to contact Underground Services Alert for assistance in locating existing utilities at (800) 642-2444. Any utility conduit or pipe encountered in excavations not identified by Underground Services Alert shall be brought to the attention of the Agency's Engineer immediately.

(3) All soils test data and reports prepared based thereon, obtained from these activities shall be provided to the Agency upon request and the Agency may use said data for whatever purposes it deems appropriate, including making it available to others for use in connection with any development. Such data, reports and Agency use shall be without any charge to the Agency.

(4) Any hole drilled shall, if not refilled and compacted at the end of each day's operation, be carefully safeguarded and secured after the completion of each day's work, as shall the drilling work area and any equipment if left on the Permit Area.

**7. Insurance:** Permittee shall procure and maintain coverage for the duration of the Permit, including any extensions, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of Interim Use by the Permittee, its agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Permittee.

a. Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).

(2) Insurance Services Office form number CA 00 01 covering Automobile Liability, code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.

(4) Professional Liability Insurance appropriate to the Contractor's profession covering all negligent acts, errors and omissions.

b. Minimum Limits of Insurance: Permittee shall maintain limits no less than:

(1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 for bodily injury by accident and \$1,000,000 per person and in the annual aggregate for bodily injury by disease.

(4) Professional Liability Insurance: \$1,000,000 per claim and in the annual aggregate. If the Contractor's Professional Liability Insurance is "claims made" coverage, these minimum limits shall be maintained by the Contractor for no less than three (3) years beyond completion of the Interim Use.

c. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Agency, the City and their respective Commissioners, officers, agents and employees; or the Permittee shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions:

(1) General Liability/ Automobile Liability: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) The Agency, the City and their respective Commissioners, officers, agents and employees are to be covered as insureds with respect to: liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Permittee; and liability arising out of the Interim Use performed by or on behalf of the Permittee.

(ii) For any claims related to this Permit, the Permittee's insurance coverage shall be primary insurance with respect to the Agency, the City and their respective Commissioners, officers, agents and employees. Any insurance or self-insurance maintained by the Agency, the City and their respective Commissioners, officers, agents and employees shall be excess of the Permittee's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, the City and their respective Commissioners, officers, agents or employees.

(2) Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the Agency, the City and their respective Commissioners, officers, agents and employees for losses arising from the Interim Use performed by the Permittee or for the Agency.

(3) All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

e. Acceptability of Insurers: Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII, unless otherwise approved by the Agency's Risk Manager in writing.

f. Verification of Coverage: Permittee shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Agency. All certificates and endorsements are to be received and approved by the Agency before the Interim Use commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

g. Subpermittee: Permittee shall include all subpermittees as insureds under its policies or shall require each subpermittees to furnish separate insurance certificates and endorsements. All coverages for subpermittees shall be subject to all the requirements stated herein.

**8. "As Is", Maintenance, Restoration, Vacating**: The Permit Area is accepted "AS IS" and entry upon the Permit Area by Permittee is an acknowledgment by Permittee that all dangerous places and defects in said Permit Area are known to it and are to be made secure and kept in such secure condition by Permittee. Permittee shall maintain the Permit Area so that it will not be unsafe, unsightly or unsanitary. Upon termination of the Permit, Permittee shall vacate the Permit Area and remove any and all personal property located thereon and restore the Permit Area to its condition at the time of entry. The Agency shall have the right without notice to dispose of any property left by Permittee after it has vacated the Permit Area. Agency makes no representations or warranties, express or implied, with respect to the environmental condition of the Permit Area or the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), or compliance with any Environmental Laws, and gives no indemnification, express or implied, for any costs of liabilities arising out of or related to the presence, discharge, migration or Release or threatened Release of the Hazardous Substance in or from the Permit Area.

**9. Compliance With Laws:**

a. Compliance with all Laws: All activities and operations of the Permittee and/or its agents, contractors or employees or authorized entries under this Permit shall be in full compliance with all applicable laws and regulations of the federal, state and local governments, including but not limited to mitigation measures, if any, which are attached hereto and made a part hereof as if set forth in full.

b. Nondiscrimination: The Permittee herein covenants for himself or herself and for all persons claiming in or through him or her that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, gender identity, marital or domestic partner status, disability (including AIDS or HIV status), national origin or ancestry in the use, occupancy or enjoyment of the Permit Area.

**10. Security of Permit Area:** There is an existing fence with gates around the Permit Area:                      Yes                       No

If “Yes” is checked above, Permittee shall maintain said fence in good condition and repair any damage caused by Permittee or as a result of the Interim Use. Permittee may relocate the fence as needed, provided that the fence is restored to its original condition upon termination of the permit. During the term of the permit, the Permittee shall keep the Permit Area secure at all times.

**11. Early Termination:** This Permit may be terminated by the Agency in its sole discretion upon 24 hours' notice. Posting at the Permit Area shall be sufficient notice.

**12. Entry under Permittee Authority:** The Permit granted Permittee for the Interim Use as defined in Section 2 shall mean and include all subpermittees, agents and employees of the Permittee. In this regard, Permittee assumes all responsibility for the safety of all persons and property and any contents placed in the Permit Area pursuant to this Permit. All Interim Use activities performed in the Permit Area and all persons entering the Permit Area and all property and equipment placed therein in furtherance of the permission granted herein is presumed to be with the express authorization of the Permittee.

**13. Governing Law:** This Permit shall be governed by, and interpreted under, the laws of the State of California.

**14. Attorneys' Fees:** In any action or proceeding arising out of this Permit, the prevailing party shall be entitled to reasonable attorneys' fees and costs. For purposes of this Permit, the reasonable fees of attorneys of either party shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law or which the attorney's services for either party were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the San Francisco City Attorney's Office.

**15. Supplementary Provisions:**

- a. Is additional insurance required? Yes  No

Additional Insurance: If “Yes” is checked above, Permittee shall obtain additional insurance consisting of insurance protecting against loss or damage to real and personal property caused by fire, water, theft, vandalism, malicious mischief or windstorm, and any other causes contained in standard policies of insurance. Permittee shall supply such insurance in an amount of not less than the replacement value of the buildings and improvements on the Permit Area, evidenced by a policy of insurance and/or certificate attached hereto in the form and on the terms specified above and with the Agency and the City as additional insured.

- b. Is a fence and gate required? Yes  No

Fence and Gate: If “Yes” is checked above, the Permittee shall, at its expense, erect a fence (with gate) securing the Permit Area before entry on the Permit Area and shall maintain said fence and gate in good condition and repair during the Time of Entry as defined in Section 3. Said fence and gate erected by Permittee shall constitute the personal property of Permittee.

- c. Are security personnel required? Yes  No

Security Personnel: If “Yes” is checked above, Permittee shall provide necessary security personnel at its own expense to prevent unauthorized entry into Permit Area during:

Daytime: Yes  No  Nighttime: Yes  No

- d. Will subpermittees use the Permit Area? Yes  No

Subpermittees: If “Yes” is checked above, each Subpermittee shall execute this Permit by which execution each such Subpermittee agrees to all of the terms, covenants and conditions hereof. However, Subpermittees may be covered under Permittee’s insurance in lieu of obtaining and maintaining separate insurance pursuant to Section 7(g). As additional Subpermittees are identified for various aspects of the Interim Use hereunder, they shall execute this Permit, if still valid, or a new permit to enter, before entering the Permit Area or commencing operations therein.

**EXHIBIT D**

**Form of the Deed**

This document is exempt from payment of a recording fee pursuant to California Government Code Section 27383

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

(APN: \_\_\_\_\_)

Recorder's Stamp

**QUITCLAIM DEED**

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic, organized and existing pursuant to the Community Redevelopment Law of the State of California (the "Agency"), hereby RELEASES, REMISES AND QUITCLAIMS to \_\_\_\_\_, a \_\_\_\_\_, any and all right, title and interest the Agency may have to the real property located in the City and County of San Francisco, State of California and described in Exhibit A attached hereto and made a part hereof.

Executed as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**AGENCY:**

Authorized by Agency Resolution  
No. 55-2011 adopted May 3, 2011.

Approved as to Form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Agency General Counsel

**REDEVELOPMENT AGENCY OF THE CITY AND  
COUNTY OF SAN FRANCISCO,**  
a public body, corporate and politic, organized and  
existing pursuant to the Community Redevelopment Law  
of the State of California

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

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF SAN FRANCISCO )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(Seal)

**EXHIBIT A**

**Legal Description**