

File No. 120632

Committee Item No. 3

Board Item No. 5

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Economic Development Date June 25, 2012

Board of Supervisors Meeting

Date 7/10/12

Cmte Board

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Draft DPW Order and DPW Order No. 180381 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Oversight Board Resolution No. 8-2012 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | SF Redevelopment Successor Agency Letter, dtd 6/15/12 |
| * <input checked="" type="checkbox"/> | * <input checked="" type="checkbox"/> | Mission Bay South Infrastructure Plan, Memo of Modifications |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Maintenance Agreements |
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Completed by: Alisa Miller Date June 22, 2012

Completed by: Alisa Miller Date June 26, 2012

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document can be found in the file.

1 [Agreements, Permits, and Lease - Improvements on Portions of Third, Fourth, Owens, and
2 16th - UCSF Mission Bay]

3 Ordinance: 1) approving and authorizing a Master Agreement between the City and The
4 Regents of the University of California, on behalf of its San Francisco campus (UCSF)
5 governing various public improvements and other transactions relating generally to
6 Fourth, Owens, Third and Sixteenth Streets in Mission Bay, and approving and
7 authorizing the permit and agreements contemplated by such agreement, including:
8 (a) the issuance of a major encroachment permit granting revocable permission to
9 UCSF to occupy portions of these streets for UCSF improvements and activities,
10 including a Fourth Street public plaza, (b) maintenance agreements for said
11 improvements, (c) an easement agreement for UCSF utilities under Fourth Street
12 between 16th Street and Mission Bay Boulevard South, (d) easement agreements for
13 sidewalk curb ramps, for public pedestrian passage, and City utilities over certain
14 property within the UCSF campus, and (e) a lease of subsurface and air space for UCSF
15 improvements above and below certain segments of Fourth Street between 16th and
16 Mariposa Streets on State Trust property; 2) accepting offers of real property and
17 public improvements along such streets and portions of Mariposa Street for street
18 widening, turning radii and right turn lane purposes; 3) making environmental findings
19 and findings of consistency with the City's General Plan, the eight priority policy
20 findings of Planning Code Section 101.1 and the Mission Bay South Redevelopment
21 Plan; 4) accepting Department of Public Works Order No. 180,381; and 5) authorizing
22 official acts in connection with this Ordinance.

23 NOTE: Additions are single-underline italics Times New Roman;
24 deletions are ~~strike through italics Times New Roman~~.
25 Board amendment additions are double-underlined;
Board amendment deletions are ~~striketrough normal~~.

1 Be it ordained by the People of the City and County of San Francisco:

2 Section 1. Findings.

3 (a) UCSF Mission Bay Campus Generally. The University of California, San Francisco
4 at Mission Bay campus site ("UCSF Campus") is comprised of property owned or leased by
5 The Regents of the University of California ("The Regents" or the "University"), including the
6 approximately 42.3-acre research campus site bounded by Third Street to the east, Sixteenth
7 Street to the south, Owens Street to the west and the future Mission Bay Boulevard South to
8 the north, and the approximately 14.5-acre UCSF Medical Center at Mission Bay site (the
9 "UCSF Medical Center Site"), being a portion of the land bounded by Third Street to the east,
10 Mariposa Street to the south, Owens Street to the west and Sixteenth Street to the north.

11 (b) Master Agreement. The City and County of San Francisco (the "City") and The
12 Regents have prepared a Master Agreement (the "Master Agreement") governing certain
13 aspects of various real property transactions, permits, agreements, approvals, and other
14 actions relating to public improvements and UCSF improvements in and around the UCSF
15 Campus. The Master Agreement addresses the respective obligations of the parties, the
16 timing for commencement and completion of such obligations, and other issues related to the
17 construction, installation, use and maintenance of the UCSF Street and Utility Improvements
18 in general and the Fourth Street Public Plaza in particular (as defined in Sections 1.(e) and
19 1.(c) below). The Master Agreement encompasses the following:

20 (1) Fourth Street Public Plaza and other public improvements between Sixteenth and
21 Mariposa Streets, to be governed by an encroachment permit and maintenance agreements
22 described in more detail in Section 1(m) below;

23 (2) A lease to The Regents of increments of underground and air space over and
24 under Fourth Street between Sixteenth and Mariposa Streets for underground utility
25 installations and pedestrian bridges (including utility connections) to connect buildings owned

Supervisors Cohen, Kim
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1 or leased by The Regents on opposite sides of Fourth Street (described in more detail in
2 Section 1(d) below);

3 (3) Intersection improvements at Fourth Street and Gene Friend Way ("Gene Friend
4 Way Crosswalk"), intersection improvements at the intersection of Fourth Street and Sixteenth
5 Street ("Sixteenth Street Crosswalk"), utility crossings on Owens Street and on Sixteenth
6 Street, and existing and additional UCSF facilities at or near the surface level of Fourth Street
7 between Sixteenth Street and Mission Bay Boulevard South, which are also governed by the
8 permit and a maintenance agreement;

9 (4) An easement from the City to The Regents for UCSF utilities in City's proprietary
10 property beneath the dedicated right-of-way of Fourth Street between Sixteenth Street and
11 Mission Bay Boulevard South;

12 (5) Widening of Owens Street, including a median divider on Owens Street between
13 Sixteenth Street and Mariposa Street and dedication of land, which are also governed by the
14 permit and maintenance agreement;

15 (6) Construction of a bulb-out on the northwest corner of the intersection of Owens and
16 Sixteenth Streets;

17 (7) Various traffic improvement measures in the vicinity of the UCSF Medical Center
18 Site;

19 (8) Dedication of land, a public sidewalk and utility easement in favor of the City, and
20 improvements related to a widening of the Third Street Sidewalk from Sixteenth Street to
21 Mariposa Street;

22 (9) Dedication of land and improvements to accommodate turning radii and a right turn
23 lane at various locations in the vicinity of the UCSF Medical Center Site and widening of
24 Mariposa Street; and
25

1 (10) Grant of easements to the City for pedestrian use of the flared sides of ADA
2 sidewalk curb ramps at various locations on the UCSF Campus.

3 A copy of the proposed Master Agreement is on file with the Clerk of the Board of
4 Supervisors in File No. 120632 and is incorporated herein by reference, and the documents
5 referenced in the Master Agreement are described in more detail below.

6 (c) Community Meetings Regarding Proposed Public Plaza and Improvements. The
7 University, in coordination with the former San Francisco Redevelopment Agency, has hosted
8 a series of publicly-noticed community meetings, including with the Mission Bay Citizens
9 Advisory Committee (the "CAC"), the Dogpatch Neighborhood Association (the "DNA"), and
10 the South Beach/ Rincon/Mission Bay Neighborhood Association (the "SBRMBNA"), and also
11 presented at the Potrero Hill Festival and the Potrero Hill History Night, to share information
12 about the potential closure of the Fourth Street right-of-way between Sixteenth Street and
13 Mariposa Street to non-emergency vehicular through-traffic for the purpose of constructing a
14 public plaza as part of the UCSF Medical Center Site (the "Fourth Street Public Plaza").
15 These community meetings were also intended to collect specific feedback on design ideas
16 and programming for the proposed Fourth Street Public Plaza to inform the development of a
17 schematic design proposal. After additional internal design review meetings with
18 representatives of the City, the University presented a revised design for the Fourth Street
19 Public Plaza at a University community meeting on January 23, 2012, to the CAC on
20 February 9, 2012, to the SBRMBNA on March 12, 2012, and to the DNA on March 13, 2012.
21 In association with the Fourth Street Public Plaza, The Regents would also construct other
22 related improvements on its own property, such as an amphitheater, which are subject solely
23 to The Regents approval authority and are not the subject of this Ordinance

24 (d) Lease. City holds title to Fourth Street between Sixteenth Street and Mariposa
25 Street subject to the common law public trust on submerged lands and tidelands (the "Public

1 Trust"), and City, as trustee, manages the land consistent with the requirements of the Public
2 Trust. In Ordinance Nos. 52-04 and 42-12, the Board of Supervisors previously approved a
3 vertical differentiation on the Fourth Street right-of-way between Mission Bay Boulevard South
4 and Sixteenth Streets for certain UCSF facilities and improvements in the UCSF Campus on
5 City-owned property not subject to the Public Trust or dedicated for public street and roadway
6 purposes. The real property and air rights along Fourth Street between Sixteenth Street and
7 Mariposa Street can be similarly vertically segmented by City into a right of way segment and
8 above-ground and underground non-right of way segments. Fourth Street bisects the UCSF
9 Medical Center Site and currently is unimproved, but is identified in the Mission Bay South
10 Redevelopment Plan as a future public right-of-way. The Regents is building an integrated
11 hospital complex to serve children, women and cancer patients on the UCSF Medical Center
12 Site. The first phase of the complex will be located east of Fourth Street, and a proposed
13 future phase of the complex would be located west of Fourth Street. To facilitate the safe and
14 efficient movement of staff, patients, visitors and materials between the east and west
15 segments of the hospital complex, The Regents contemplates that it may desire to construct
16 one or two overhead pedestrian bridges over Fourth Street to connect the buildings at the
17 third and fourth floor levels, and may install certain underground utility connections between
18 the buildings on the east and west sides of Fourth Street beneath the surface of the Fourth
19 Street plaza or street improvements. City and The Regents have negotiated a lease (the
20 "Lease") from City to The Regents for vertically-delineated portions of the future Fourth Street
21 area for underground utilities and for up to two above-ground bridges for pedestrian,
22 equipment and materials passage, and utilities, connecting buildings on the east and west
23 sides of Fourth Street for a term of 66 years. Pursuant to the Lease, the Regents shall have
24 the right to construct, operate, use and maintain two pedestrian bridges within the leased
25 premises, subject only to subsequent design approval by the Department of City Planning

1 pursuant to the Lease and other legally required authorizations from City Departments. The
2 Director of Property has determined that the rent specified in the proposed Lease reflects the
3 fair market rent for the leased premises for the term of the Lease. A lease is the traditional
4 method for authorizing certain types of use of State Trust property, and the proposed Lease is
5 subject to all the standard terms and conditions related to use of such property. The City and
6 The Regents have consulted with the California State Lands Commission regarding the
7 appropriate uses of the property which is the subject of the proposed Lease and believe that
8 the terms and conditions of the Lease are consistent with the requirements of the Public Trust.
9 A copy of the proposed Lease is on file with the Clerk of the Board of Supervisors in File No.
10 120632 and is incorporated herein by reference. Separate legislation to dedicate and accept
11 Fourth Street at the surface level as a public City street will be presented to the Board of
12 Supervisors after construction and completion of the roadway subject to the requirements of
13 the Mission Bay South Redevelopment Plan and Plan Documents.

14 (e) Permit. With the City's permission, the Regents previously installed utilities within a
15 portion of the Owens Street right-of-way and within portions of the proprietary and the
16 dedicated street areas of the Fourth Street right-of-way between Mission Bay Boulevard
17 South and Sixteenth Street, as well as improvements, including specialty street paving, on a
18 portion of Fourth Street at its intersection with Gene Friend Way. Pursuant to a major
19 encroachment permit described in a draft DPW Order No. _____, dated _____, 2012
20 (the "Permit"), The Regents intends to: (1) develop and maintain the Fourth Street Public
21 Plaza, including specialty paving, tree wells, planted "rain gardens," new lighting and drainage
22 facilities, a multi-use pedestrian/bike path, and other public improvements and to maintain the
23 Fourth Street Improvements area (as defined below); (2) install, use and maintain utilities in
24 portions of Sixteenth Street to provide utility connections between the UCSF Medical Center
25 Site and its adjacent research site; (3) cause to be installed and maintain a median divider on

1 a portion of Owens Street between Sixteenth Street and Mariposa Street (defined in the Final
2 Environmental Impact Report described in Section 2 below); (4) reserve the right to install and
3 maintain pedestrian improvements, including specialty paving, on a portion of the
4 Fourth Street at its intersection with Sixteenth Street; and (5) reserve the right to install
5 additional utilities in Fourth Street and Sixteenth Street. The existing and future streets and
6 utility improvements, and the Fourth Street Public Plaza are collectively referred to herein as
7 the "UCSF Street and Utility Improvements." A copy of the Permit Draft DPW Order is on file
8 with the Clerk of the Board of Supervisors in File No. 120632 and is incorporated herein by
9 reference. The Regents will assume maintenance and liability over the public street roadway
10 segments on Fourth Street between Sixteenth and Mariposa Streets and the Fourth Street
11 Public Plaza (collectively, the "Fourth Street Improvements ") pursuant to the Permit and the
12 Maintenance Agreements referenced therein.

13 (f) Application for Permit. On March 29, 2012, The Regents submitted an application to
14 the Department of Public Works ("DPW") for the Permit to occupy portions of Fourth,
15 Sixteenth and Owens Streets for the installation, use and maintenance of the UCSF Street
16 and Utility Improvements.

17 (g) Consistency Findings. The Department of City Planning, by letter, dated May 15,
18 2012, declared that the actions contemplated herein are, on balance, consistent with the
19 City's General Plan and with the eight priority policies of Planning Code Section 101.1. A
20 copy of said letter is on file with the Clerk of the Board of Supervisors in File No. 120632 and
21 is incorporated by reference as though fully set forth herein. The Board of Supervisors adopts
22 as its own the findings in said letter.

23 (h) Oversight Board Action. On June 11, 2012, the Oversight Board of the San
24 Francisco Redevelopment Successor Agency (the "Oversight Board") approved the Fourth
25 Street Public Plaza schematic design. The San Francisco Redevelopment Successor

1 Agency, in a letter dated June 15, 2012, determined that the Fourth Street Public Plaza, the
2 UCSF Street and Utilities Improvements, and other actions contemplated in this Ordinance
3 are consistent with the Mission Bay South Redevelopment Plan ("Plan") and Plan Documents
4 described therein and recommended Board of Supervisors' approval. Copies of the Oversight
5 Board's Resolution and the Successor Agency letter are on file with the Clerk of the Board of
6 Supervisors in File No. 120632 and are incorporated herein by reference.

7 (i) Director of Property Recommendations. The City's Director of Property by letter
8 dated June 8, 2012, has recommended approval of the Easements, fee conveyances, and
9 Lease that are contemplated in this Ordinance. A copy of this letter is on file with the Clerk of
10 the Board of Supervisors in File No. 120632 and is incorporated herein by reference.

11 (j) Minor Infrastructure Plan Amendment. On _____, 2012, the The Mayor approved
12 has proposed a draft the Mission Bay Minor Infrastructure Plan Amendment concerning,
13 among other things, designs for Fourth Street and for Owens Street between Sixteenth and
14 Mariposa Streets, and for various traffic improvements. This Amendment is a condition
15 precedent to approval of the Master Agreement described herein and, as provided in said
16 Agreement, will be approved concurrently with execution of said Agreement between the City
17 and The Regents. A copy of this Amendment is on file with the Clerk of the Board in File No.
18 120632 and is incorporated herein by reference.

19 (k) Offers of Dedication and Deeds. The University has made Offers of Dedication to
20 the City for public use of portions of its land at Mission Bay, including portions of Block 25 at
21 the UCSF Campus site north of Sixteenth Street and portions of Blocks 36, 37 and X-3 at the
22 UCSF Medical Center Site for purposes of street widening, turning radii and a right turn lane
23 and portions of the Fourth Street right-of-way between Sixteenth Street and Mariposa Street
24 for public use; PAC Operating Limited Partnership, a Delaware limited partnership, f/k/a
25 Catellus Operating Limited Partnership, as fee owner of Mission Bay Blocks 38 and 39 and

1 Lessor under the ground lease with The Regents, has made Offers of Dedication to the City
2 for public use of portions of Blocks 38 and 39 for the widening of the Owens Street right-of-
3 way and turning radii on Sixteenth Street; and FOCIL-MB, LLC, a Delaware limited liability
4 company, as fee owner, has made an Offer of Dedication to the City for public use of a portion
5 of Block 40 for the widening of the Owens Street right-of-way (collectively, the "Offers of
6 Dedication"). Copies of the Offers of Dedication and accompanying grant deeds and quitclaim
7 deed are on file with the Clerk of the Board of Supervisors in File No. 120632 and are
8 incorporated herein by reference.

9 (l) Prior Board of Supervisor Actions. By Resolution No. 743-02, the Board of
10 Supervisors granted revocable permission to The Regents to occupy a portion of the public
11 right-of-way to install and maintain utility crossings and joint trenches on future Fourth Street
12 and Owens Street, and on future South Common Street, for providing various services to the
13 new UCSF Mission Bay campus; and to construct and maintain an at-grade pedestrian
14 crossing at a future mid-block signalized intersection on future Fourth Street at future private
15 Fourteenth Street. While this encroachment permit expired according to its terms, this
16 Ordinance shall reissue the revocable permission granted for those portions of the
17 encroachment that are within Fourth Street and Owens Street subject to the Permit conditions
18 set forth herein. These conditions include, among other requirements, a one-time payment of
19 the public right-of-way occupancy fee for the portion of the encroachment located in Owens
20 Street. Ordinance Nos. 52-04 and 42-12, which accepted portions of Fourth Street for City
21 maintenance and liability, contemplated that the DPW Director and the Director of Property
22 would return to the Board of Supervisors for approval of an easement for University
23 underground utilities within City's proprietary portion of Fourth Street and revise the
24 encroachment permit accordingly. This current Ordinance accomplishes that purpose.
25 Copies of Resolution No. 743-02 and Ordinance Nos. 52-04 and 42-12 are in Clerk of the

1 Board of Supervisors File Nos. 021454, 040139, 120003 respectively, and are incorporated
2 herein by reference.

3 (m) Director of Public Works Recommendations Regarding Permit. After a duly noticed
4 public hearing on May 2, 2012, the Director of DPW recommended approval of the Permit to
5 install, use, and maintain the UCSF Street and Utility Improvements consistent with the
6 Permit, as set forth in the aforementioned draft DPW Order No. _____. The Permit
7 is accompanied by two Memorandum of Agreement regarding maintenance of the UCSF
8 Street and Utility Improvements, one covering the Fourth Street Public Plaza and the other
9 covering other sidewalk, street and utilities improvements located at the UCSF Campus,
10 including an obligation on The Regents to maintain all public sidewalks in and surrounding the
11 UCSF Campus (the "Maintenance Agreements"). The Permit would authorize certain future,
12 specified occupancies and uses in portions of the public right-of-ways of Fourth Street and
13 Sixteenth Street, which shall be subject to subsequent authorization from the DPW Director,
14 and include specific terms for revocation. The Permit also would authorize The Regents to
15 conduct certain types of activities within the Fourth Street Public Plaza and on the Fourth
16 Street Improvements area, subject to obtaining any applicable City permits or approvals, such
17 as a temporary street closure, as further specified in the Permit. A non-exhaustive list of such
18 activities is included in the Maintenance Agreement for the Fourth Street Public Plaza.

19 (n) Director of Public Works Recommendations Regarding Other Matters. The Director
20 in DPW Order No. 180380 further recommended that the Board of Supervisors acknowledge
21 that construction and completion of the Fourth Street roadway segments between Sixteenth
22 and Mariposa Streets on either side of the Fourth Street Public Plaza ("Fourth Street
23 Roadway") shall be subject to separate but coordinated permitting with The Regents' permit
24 for the Fourth Street Public Plaza. The Department shall return to the Board of Supervisors
25 with legislation for public street dedication and acceptance of the surface portions of Fourth

1 Street once the permitted work is complete in accordance with the Mission Bay South
2 Redevelopment Plan and Plan Documents. The Director also recommended that the Board of
3 Supervisors accept certain offers of real property and improvements related to the UCSF
4 Street and Utility Improvements and other actions contemplated in the Master Agreement and
5 delegate to the Director of DPW and other City agencies the authority to accept on behalf of
6 the City certain traffic improvements and real property conveyances related thereto as
7 contemplated in the Master Agreement upon completion of such public improvements.
8 Copies of the above mentioned Permit and Maintenance Agreements, and DPW Order are on
9 file with the Clerk of the Board of Supervisors in File No. 120632 and are incorporated herein
10 by reference.

11 (o) Competitive Bidding Waiver. The Board finds that, due to the unique location of
12 the UCSF Campus and its medical and educational facilities, infrastructure, and existing and
13 proposed public amenities, competitive bidding related to the Lease and utility easements is
14 impractical or infeasible.

15 (p) Unless specified otherwise herein, all capitalized terms relating to Mission Bay
16 shall have the terms ascribed to them pursuant to the Mission Bay South Redevelopment
17 Plan and Plan Documents, described therein, approved and adopted by the Board of
18 Supervisors of the City and County of San Francisco by Ordinance No. 335-98, on
19 November 2, 1998, a copy of which is in Clerk of the Board of Supervisors File No. 120632.

20 Section 2. **Environmental Findings.** (a) The Planning Department in letters dated
21 November 20, 2001, January 28, 2004, and December 15, 2011 determined that the
22 previously installed University utilities identified were in compliance with the California
23 Environmental Quality Act (California Public Resources Codes Sections 21000 et seq.,
24 "CEQA"). Copies of said letters are on file with the Clerk of the Board of Supervisors in File
25 Nos. 021454, 040139, 120003 respectively, and are incorporated herein by reference. For

1 the actions contemplated herein related to the previously installed University utilities, the
2 Board of Supervisors continues to rely on said determinations.

3 (b) The Regents, as the lead agency under CEQA and the California Code of
4 Regulations Sections 15000 et seq., ("CEQA Guidelines"), for the UCSF Medical Center at
5 Mission Bay prepared and certified the Final Environmental Impact Report on the UCSF
6 Medical Center at Mission Bay on September 17, 2008 (the "MCMB EIR").

7 (c) The Regents adopted CEQA Findings, including a statement of overriding
8 considerations and a mitigation monitoring and reporting program and approved the first
9 phase of the UCSF Medical Center at Mission Bay on September 17, 2008, which documents
10 are on file with the Oversight Board _____ and incorporated in this Ordinance by this
11 reference.

12 (d) The Regents, through the University President, prepared and certified the MCMB –
13 Fourth Street Public Plaza FEIR ("Project FEIR") on May 18, 2012, which tiers off of the
14 MCMB EIR.

15 (e) The Project FEIR analyzes the environmental effects of having the University
16 construct and maintain a public plaza on Fourth Street between Sixteenth Street and
17 Mariposa Street; it also analyzes the effects of implementing eleven (11) traffic improvement
18 measures identified by the University, some of which are necessary to avoid significant traffic
19 effects if the University approves and implements the second phase of the UCSF Medical
20 Center at Mission Bay. The Project FEIR concludes that mitigation measures incorporated
21 into the Project would fully mitigate any significant effects that could result from the Project.

22 (f) The University President adopted environmental findings, including a mitigation
23 monitoring and reporting program for the Project on May 18, 2012, which findings are
24 incorporated in this resolution by reference.

1 (g) The Oversight Board and this Board of Supervisors, are responsible agencies as
2 defined by CEQA Guidelines Section 15381 and these Boards, through the Planning
3 Department, have complied with the requirements for a responsible agency as set forth in
4 CEQA Guidelines Section 15096.

5 (h) The Oversight Board reviewed the information contained in the Project FEIR as
6 relevant to its approval of schematic design for the pedestrian bridges over Fourth Street and
7 the environmental findings contained in The Regents' and University approval actions related
8 to the Project and the mitigation monitoring and reporting program. The Oversight Board also
9 adopted findings for the project (the "CEQA Findings") in accordance with CEQA, the CEQA
10 Guidelines, and San Francisco Administrative Code Chapter 31 ("Chapter 31") which findings
11 are found in Attachment A to the Oversight Board's Resolution No. 120632, and its Exhibit 1,
12 the Mitigation Monitoring and Reporting Program. Said Resolution is incorporated herein by
13 reference.

14 (i) The MCMB FEIR and Project FEIR, prepared and certified as adequate by The
15 Regents and the University, have been made available for review by the Board and the public
16 and these documents are part of the record before the Board.

17 (j) The Board has reviewed and considered the MCMB FEIR and Project FEIR and the
18 record as a whole, finds that the MCMB FEIR and Project FEIR are adequate for its use as
19 the decision-making body for the approval of the Project under California Public Resources
20 Code Section 21161.5 and hereby adopts and incorporates into this Ordinance by this
21 reference the Oversight Board's CEQA Findings as its own. In addition, this Board hereby
22 includes those mitigation measures within the City's jurisdiction as conditions to the approval
23 of this Ordinance.

24 (k) The Board finds that the approval of the actions contemplated in this Ordinance are
25 within the scope of the project analyzed in the Project EIR.

1 (l) The Board finds that since The Regents certified the Project FEIR, there have been
2 no substantial project changes and no substantial changes in project circumstances that
3 would require major revisions to the Project FEIR due to the involvement of the new
4 significant environmental effects or an increase in the severity of previously identified
5 significant impacts, and there is no new information of substantial importance that would
6 change the conclusions set forth in the Project FEIR.

7 (m) The Board has not identified any feasible alternative or additional feasible
8 mitigation measures within its powers that would substantially lessen or avoid any significant
9 effect the project would have on the environment.

10 **Section 3. Approval of Major Encroachment Permit, Maintenance Agreements**
11 **and Fee Modification.**

12 (a) Pursuant to Public Works Code Section 786, and consistent with the UCSF Street
13 and Utility Improvements plan, the Board of Supervisors hereby grants revocable permission
14 to The Regents to occupy a portion of the public right-of-ways to construct, install, use, and
15 maintain the UCSF Street and Utility Improvements consistent with the Permit and
16 Maintenance Agreements, subject to the conditions set forth herein. The Permit shall
17 specifically allow for future maintenance services of the UCSF Street and Utility Improvements
18 as set forth in the Maintenance Agreements, and shall specifically allow for, among others,
19 fixed and moveable outdoor café tables and chairs, specialty paving, tree wells, planted "rain
20 gardens," new lighting and drainage features, seating throughout the Fourth Street Public
21 Plaza for the use of the general public, a multi-use pedestrian/bike path, other public
22 improvements, art, music and food-related events and performances open to the public,
23 farmer's markets, concerts, health fairs and blood drives, festivals and carnivals, exercise
24 classes, and the temporary closure to the public of portions of the Fourth Street Public Plaza
25

1 area or the Fourth Street Improvements area, subject to obtaining applicable City permits and
2 approvals as set forth in the Permit.

3 (b) The Board of Supervisors hereby authorizes the Director of DPW to approve,
4 subject to any reasonable conditions that the Director deems appropriate, such uses and
5 physical improvements that are substantially consistent with those uses and improvements
6 described in the major encroachment permit application and the permit applicant's plans. The
7 Director shall incorporate such uses and conditions into the Permit to establish a record of
8 such actions. The Board of Supervisors further authorizes the Director to modify the Permit
9 as necessary to address future changes and to approve future encroachments associated
10 with the UCSF Street and Utility Improvements within the Director's jurisdiction, including,
11 without limitation, future utility boxes or vaults located within the sidewalk area, additional
12 utilities and connections, and ancillary structures below and above ground to be located within
13 the dedicated street area, subject to DPW review and approval of plans for such additional
14 encroachments.

15 (c) In addition to the other conditions set forth herein, The Regents, at its sole expense
16 and as is necessary as a result of the Permit, shall make the following arrangements:

17 (1) To provide for the support and protection of facilities belonging to the City and
18 public utility companies;

19 (2) To provide future access from the UCSF Street and Utility Improvements plan area
20 to such facilities to allow said entities to construct, reconstruct, maintain, operate or repair
21 such facilities at said entities' sole expense; and

22 (3) To remove or relocate such facilities if installation of the UCSF Street and Utility
23 Improvements requires said removal or relocation and to make all necessary arrangements
24 with the owners of such facilities, including the payment for all their costs, should said removal
25

1 or relocation be required solely as a result of the installation of the UCSF Street and Utility
2 Improvements.

3 (d) The Permit also is subject to the following conditions:

4 (1) No structures shall be erected or constructed within said street right-of-ways except
5 as specifically permitted herein or by the Director of DPW;

6 (2) The Regents shall become a member of, participate in and share costs associated
7 with, Underground Service Alert (U.S.A.) Northern California Region;

8 (3) Except as otherwise set forth in the Maintenance Agreements, The Regents shall
9 assume all costs for the maintenance and repair of the UCSF Street and Utility Improvements
10 and no cost or obligation related to the encroachments shall accrue to DPW or any other City
11 entity or agency by reason of this permission granted; and,

12 (4) As set forth in the Maintenance Agreements, The Regents' maintenance and repair
13 obligations for the UCSF Street and Utility Improvements shall be coterminous with this
14 Permit. The conditions of the Permit shall bind the future assignees and transferees of the
15 Permit.

16 (e) The rights granted herein do not constitute a cable TV franchise and do not
17 authorize transmission of video programming over the City right-of-way or any other signals
18 that would constitute Cable TV service.

19 (f) Fee Modification for Owens Street Encroachment. Notwithstanding the public right-
20 of-way occupancy assessment fee set forth in Public Works Code Section 786.7, which would
21 be \$2,040.00 annually based on the square foot calculation of the subject encroachment, the
22 Board of Supervisors hereby assesses a one-time fee of \$12,597.00 for the permitted facilities
23 located in the Owens Street right-of-way and serving the Gladstone Institute. This fee amount
24 is based on a net present value of the useful life of the permitted encroachment.
25

1 (g) Permit Revocation. Revocation of the Permit, in whole or in part, shall require a
2 final and effective Board of Supervisors' Resolution.

3 Section 4. **Acceptance of Offers of Dedication and Real Property Conveyances.**

4 (a) The Board of Supervisors hereby approves the recommendations contained in the
5 draft DPW Order on the Permit and DPW Order No. 180381 regarding the UCSF Street and
6 Utility Improvements plan and regarding Fourth Street between Sixteenth and Mariposa
7 Streets among other actions.

8 (b) University, PAC, and FOCIL Offers of Dedication for Fourth Street, Owens Street,
9 and Other Improvements. The Board of Supervisors accepts the Offers of Dedication, accepts
10 the grant deeds, quitclaim deed, or easements related to those improvements already
11 constructed and approved by the City, conditionally accepts the fee title and easement
12 conveyances described therein for those improvements not yet constructed and delegates to
13 the Director of Property the authority to accept the Offers of Dedication and record the
14 accompanying Grant Deeds, Quitclaim Deed, or easement once the public improvements
15 have been constructed to the City's satisfaction or earlier in the discretion of the Director of
16 Property. The Board of Supervisors also delegates to the DPW Director the authority to
17 accept for public use those improvements yet to be constructed subject to the DPW Director's
18 determination that the improvements are complete and ready for their intended use.

19 (c) Limitations If the Fourth Street Public Plaza Is Not Built. In the event that the
20 Fourth Street Public Plaza is not constructed as specified in the Master Agreement, then the
21 Board of Supervisors decision in this Section regarding the improvements and real estate
22 conveyances for the widening of Owens Street, the bulb-out at the northwest corner of the
23 Owens and Sixteenth Streets intersection, the right turn lane at Third and Mariposa Streets,
24 the restriping of the eastbound approach of Sixteenth Street to Third Street, and the restriping
25 of the westbound approach of Sixteenth Street to Third Street shall be null and void and the

1 DPW Director and Director of Property are authorized to cooperate with The Regents to
2 remove any property encumbrances that are no longer necessary for public improvements
3 required as a result of the Fourth Street Public Plaza.

4 **Section 5. Approval of Easement Agreements.**

5 (a) The Board of Supervisors hereby approves the Easement Agreement
6 (Underground Utilities — Under Fourth Street between Sixteenth Street and Mission Bay
7 Boulevard South) by and between the University and the City (the "UCSF Utility Easement") in
8 substantially the form in the Clerk of the Board of Supervisors' files and hereby approves and
9 accepts the following easements in substantially the form in the Clerk of the Board of
10 Supervisors' files: (i) the Easement Agreement (ADA Compliant Curb Ramps Easement) by
11 and between the University and the City, (ii) the Easement Agreement (Third Street — Energy
12 Center Turnout Public Sidewalk, Street Light and Utility Easement) by and between the
13 University and the City, and (iii) the Easement Agreement (ADA Compliant Curb Ramps
14 Easement) by and between PAC Operating Limited Partnership and the City (collectively, the
15 "City Easements", and collectively with the UCSF Utility Easement, the "Easements"). The
16 Director of Property may sign and record the Easements upon the effective date of this
17 Ordinance. To the extent the City Easements relate to UCSF Street and Utility Improvements
18 not yet constructed, the Board of Supervisors delegates to the Director of Property the
19 authority without further Board of Supervisor action to sign and record any documents
20 required to make technical corrections to one or more City Easement to reflect any non-
21 material corrections to the property descriptions in such City Easement following completion
22 of the public improvements thereon. Copies of the Easements are on file with the Clerk of the
23 Board of Supervisors in File No. 120632 and are incorporated herein by reference.

24 (b) For purposes of this Section and the Lease set forth in Section 6 of this Ordinance,
25 the Board of Supervisors hereby authorizes the Director of Property to approve future

1 encroachments associated with the UCSF Street and Utility Improvements, including, without
2 limitation, future utility boxes or vaults located within the sidewalk area, additional utilities and
3 connections, and ancillary structures below and above ground to be located within the City's
4 proprietary street area, subject to review and approval of plans for such additional
5 encroachments and further subject to the consent of the Director of DPW. Any proposed use
6 or occupancy of the public right-of-ways determined by the Director of DPW to be outside the
7 scope of those substantially consistent with those uses and improvements described in the
8 major encroachment permit application and the Permit approved herein shall be subject to all
9 applicable provisions of the Public Works Code and local law.

10 Section 6. **Approval of Lease for Public Trust Property Above and Below Fourth**
11 **Street.**

12 (a) The Board of Supervisors acknowledges the non-typical nature of the proposed
13 Fourth Street right-of-way between Sixteenth and Mariposa Streets that will be vertically-
14 delineated to accommodate the Lease. In Ordinance Nos. 52-04 and 42-12, the Board of
15 Supervisors previously approved such vertical differentiation on the Fourth Street right-of-way
16 between Mission Bay Boulevard South and Sixteenth Streets for other University facilities and
17 improvements in the Mission Bay campus. The Board of Supervisors hereby directs DPW to
18 return to the Board of Supervisors with legislation and appropriate documentation for public
19 street dedication and acceptance of the surface portions of Fourth Street right-of-way once
20 the permitted street and utility work is complete in accordance with the Mission Bay South
21 Redevelopment Plan and Plan Documents.

22 (b) The Board of Supervisors hereby approves the Lease.

23 (c) The Board of Supervisors hereby directs the Director of Property to apply all funds
24 received pursuant to the above-mentioned Lease solely to the administration, use, and
25 enjoyment of Public Trust property where the City is Trustee. No Lease revenue shall be co-

1 mingled with General Fund revenues and the Director of Property shall work with the
2 Controller's Office to properly address the accounting and use of the funds in accordance with
3 the terms of this Ordinance.

4 **Section 7. Approval of Master Agreement.**

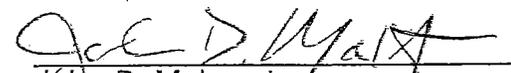
5 The Board of Supervisors hereby approves the Master Agreement in substantially the
6 form presented to the Board of Supervisors.

7 **Section 8. Authorization to Effectuate the Ordinance.**

8 All actions heretofore taken by the officers of the City with respect to this Ordinance are
9 hereby approved, confirmed and ratified, and the Mayor, Clerk of the Board, DPW Director,
10 and Director of Property are hereby authorized and directed to take any and all actions that
11 they or the City Attorney may deem necessary or advisable in order to effectuate the
12 purposes and intent of this Ordinance, including without limitation, authorizing the Director of
13 DPW to sign the Master Agreement, the Permit, and the Maintenance Agreements, accept
14 public improvements where the Board of Supervisors has delegated this authority to the DPW
15 Director, and file documents in the official records of the Department of Public Works, and
16 authorizing the Director of Property to sign the Lease and sign and record real estate
17 conveyance documents and Easements. The Board of Supervisors authorizes the DPW
18 Director or Director of Property to enter into any amendments or modifications to the Master
19 Agreement, Permit, Maintenance Agreements, Easements, or Lease (including, without
20 limitation, the exhibits) that the DPW Director or Director of Property determines, in
21 consultation with the City Attorney, are in the best interest of the City, do not materially
22 increase the obligations or liabilities of the City, are necessary or advisable to effectuate the
23
24
25

1 purposes of the applicable agreement or this Ordinance, and are in compliance with all
2 applicable laws, including the City Charter.

3
4 APPROVED AS TO FORM:
5 DENNIS J. HERRERA, City Attorney

6 By: 
7 John D. Malamut
8 Deputy City Attorney
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LEGISLATIVE DIGEST

[Agreements, Permit, and Lease - Improvements on Portions of Third, Fourth, Owens, and 16th Streets - UCSF Mission Bay]

Ordinance: 1) approving and authorizing a Master Agreement between the City and The Regents of the University of California, on behalf of its San Francisco campus (UCSF) governing various public improvements and other transactions relating generally to Fourth, Owens, Third and Sixteenth Streets in Mission Bay, and approving and authorizing the permit and agreements contemplated by such agreement, including: (a) the issuance of a major encroachment permit granting revocable permission to UCSF to occupy portions of these streets for UCSF improvements and activities, including a Fourth Street public plaza, (b) maintenance agreements for said improvements, (c) an easement agreement for UCSF utilities under Fourth Street between 16th Street and Mission Bay Boulevard South, (d) easement agreements for sidewalk curb ramps, for public pedestrian passage, and City utilities over certain property within the UCSF campus, and (e) a lease of subsurface and air space for UCSF improvements above and below certain segments of Fourth Street between Sixteenth and Mariposa Streets on State Trust property; 2) accepting offers of real property and public improvements along such streets and portions of Mariposa Street for street widening, turning radii and right turn lane purposes; 3) making environmental findings and findings of consistency with the City's General Plan, the eight priority policy findings of Planning Code Section 101.1 and the Mission Bay South Redevelopment Plan; 4) accepting Department of Public Works Order; and 5) authorizing official acts in connection with this Ordinance.

Existing Law

The University of California, San Francisco Mission Bay campus site is comprised of property owned or leased by The Regents of the University of California ("The Regents" or "UCSF"), including the approximately 42.3-acre research campus site bounded by Third Street to the east, Sixteenth Street to the south, Owens Street to the west and the future Mission Bay Boulevard South to the north, and the approximately 14.5-acre UCSF Medical Center at Mission Bay site, being a portion of the land bounded by Third Street to the east, Mariposa Street to the south, Owens Street to the west and Sixteenth Street to the north. UCSF has previously installed, pursuant to City permits, various encroachments in the public right-of-way on Fourth Street between Sixteenth and Mission Bay Boulevard South and in Owens Street. These were addressed in various Board actions including Resolution No. 743-02 and Ordinance Nos. 52-04 and 42-12.

Amendments to Current Law

The legislation would approve a master agreement between the City and The Regents governing various public improvements and other transactions relating generally to Fourth, Owens, Third, and Sixteenth Streets in Mission Bay, and approve and authorize the permit and agreements contemplated by such agreement. These include: a) the issuance of a major encroachment permit granting revocable permission to The Regents to occupy portions of

these streets for UCSF improvements and activities, including a Fourth Street public plaza, b) maintenance agreements for said improvements, c) an easement agreement for UCSF utilities under Fourth Street between Sixteenth Street and Mission Bay Boulevard South, d) easement agreements for sidewalk curb ramps, for public pedestrian passage, and City utilities over certain property within the UCSF campus, and e) a lease of subsurface and air space for UCSF improvements above and below certain segments of Fourth Street between Sixteenth and Mariposa Streets on State Trust property. The Ordinance also would accept offers of real property and public improvements along such streets and portions of Mariposa Street for street widening, turning radii, and right turn lane purposes. The legislation includes various terms and conditions relating to the permit mentioned above including procedures for permit revocation and a one-time public right-of-way occupancy assessment fee for underground conduit in Owens Street connecting with a non-UCSF development. The Ordinance would make environmental findings and findings that the actions set forth in the legislation are consistent with the Mission Bay South Redevelopment Plan, the City's General Plan, and the priority policies of Planning Code Section 101.1.

Background Information

The intent of this legislation is to consolidate in a single ordinance various agreements and other approvals between the City and UCSF at its Mission Bay campus in order to better reflect the relationship of these governmental agencies in regard to public and facility improvements at this site. The public centerpiece of this project is the Fourth Street Public Plaza that will be free from vehicular through traffic and will provide a variety of amenities for the benefit of the public, bicyclists, UCSF staff, patients, and visitors to the Medical Center.



OFFICE OF THE
CITY ADMINISTRATOR



Edwin M. Lee, Mayor
Naomi Kelly, City Administrator

2012 JUN 18 AM 11:21

June 15, 2012

126.129.12.206

Ms. Grace Kwak
Project Manager
Mission Bay Task Force
Department of Public Works
30 Van Ness, Room 4200
San Francisco, CA 94102

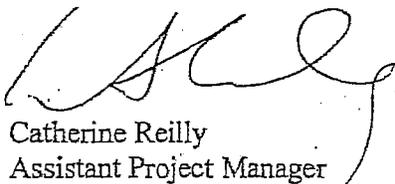
RE: Mission Bay Fourth Street Public Plaza and UCSF Street and Utilities Improvements Consistency Determination

Dear Ms. Kwak:

The Agency has received your request regarding the Fourth Street Public Plaza, UCSF Street and Utilities Improvements, and other actions contemplated in the Board of Supervisor Ordinance contained in Board of Supervisors File No. 120632 and their consistency with the Mission Bay South Redevelopment Plan and Plan Documents.

The Agency has reviewed the documents and related materials concerning the Fourth Street Public Plaza and UCSF Street and Utilities Improvements and other related actions thereto, finds these consistent with the Mission Bay South Redevelopment Plan, Plan Documents and Infrastructure Plan Modification #5, and recommends that the Board of Supervisors approval.

Sincerely,



Catherine Reilly
Assistant Project Manager

Cc : Barbara Moy, MBTF
Tiffany Bohee, SFRA
Kelley Kahn, SFRA



John Updike
Acting Director of Real Estate

June 8, 2012

Mohammed Nuru
Department of Public Works - Director
City and County of San Francisco
City Hall, Room 348
1 Carlton B. Goodlett Place
San Francisco, CA 94102

RE: 4th Street Master Agreement with University of California

Dear Mohammad:

This letter provides my acceptance of the terms, fees and conveyance conditions related to the real property transactions contained within the proposed Master Agreement between the City and the University of California (UC) for the proposed redevelopment at and around Fourth Street in Mission Bay. These acceptances include:

Utility Easement: Granting a non-exclusive, irrevocable easement to UC under Fourth Street between Sixteenth Street and Mission Bay Boulevard South.

Pedestrian Easement: Easement agreements for public pedestrian passage over the flared sides of ADA sidewalk curb ramps and for public pedestrian passage and City utilities over certain property within the UCSF campus.

Utility and Air Space Lease: A 66-year lease with lump-sum payments by UC for the subsurface and air space for UCSF improvements above and below certain segments of Fourth Street between Sixteenth and Mariposa Streets on State Trust property.

Real Property Offers and Public Improvements: We accept offers of real property and public improvements along such streets and portions and Mariposa Street for street widening, turning radii and right turn lane purposes.

This acceptance is predicated on the fact that it is our determination that the City is receiving no less than fair market value compensation in funds, other considerations and/or improvements under the Master Agreement between City and UC.

Respectfully,

John Updike
Acting Director of Real Estate

MASTER AGREEMENT
BY AND BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

THIS MASTER AGREEMENT (the "Agreement"), dated _____, 2012 (the "Effective Date"), is by and between THE CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California public corporation ("The Regents").

RECITALS

A. In connection with certain improvements and activities at the University of California, San Francisco ("UCSF") Mission Bay research campus site and the UCSF Medical Center at Mission Bay site ("UCSF MCMB"), including without limitation development of the Fourth Street Public Plaza and various street and utilities improvements, as approved by the Board of Supervisors of City by Ordinance No. _____, dated _____, 2012, City approved this Agreement and issued a Major Encroachment Permit for seven items (the "Permit") that is based in part upon eleven traffic improvement measures as described in the Final Environmental Impact Report, UCSF Medical Center at Mission Bay-Fourth Street Public Plaza dated April 27, 2012, as certified by the President of the University of California on May 18, 2012 (the "Plaza EIR"), and City and The Regents have entered into various agreements, including the maintenance agreements, easement agreements, and a lease identified in **Schedule 1** attached hereto (collectively, the "UCSF Agreements").

B. The UCSF Mission Bay campus site consists of property owned or leased by The Regents, including the approximately 42.3-acre research campus site bounded by Third Street to the east, Sixteenth Street to the south, Owens Street to the west and the future Mission Bay Boulevard South to the north, and the approximately 14.5-acre UCSF MCMB site, being a portion of the land bounded by Third Street to the east, Mariposa Street to the south, Owens Street to the west and Sixteenth Street to the north, as more particularly described and depicted in **Exhibits A-1 and A-2** (collectively, the "UCSF Mission Bay Campus Site").

C. City is also a party to additional agreements with FOCIL-MB, LLC, a Delaware limited liability company (as successor to Catellus Development Corporation), and its successors and assigns ("FOCIL") that set forth certain rights and obligations relating to the development of the Mission Bay South Redevelopment Plan Area, including public street and roadway development (the "FOCIL Agreements"). This Agreement does not change the rights, obligations, roles and responsibilities of FOCIL and City as set forth in the FOCIL Agreements.

D. With City's permission as set forth in Board of Supervisors Resolution 743-02, The Regents has previously installed or caused to be installed utilities within a portion of the Owens Street right-of-way north of Sixteenth Street and within portions of the dedicated and proprietary street areas of Fourth Street between Mission Bay Boulevard South and Sixteenth Street, as well as certain improvements, including specialty street paving, on a portion of the

Fourth Street right-of-way at its intersection with Gene Friend Way. Further, Ordinance Nos. 52.04 and 42.12 authorized the Director of Property to negotiate a Utility Easement and present it to the Board of Supervisors for approval. Accordingly, the Underground Utilities Easement Agreement (as defined in **Schedule 1**) and the Permit provide for the occupation, operation and maintenance of Utilities in Owens and Fourth Streets and the installation, operation and maintenance of UCSF facilities at the intersection of Fourth Street and Gene Friend Way. The Regents may install additional utilities in the Fourth Street and Sixteenth Street rights-of-way, as more particularly described below.

E. City has been and will be incurring costs to provide staff from the Successor Agency to the Redevelopment Agency of City (the "Successor Agency"), the Department of Public Works ("DPW"), the Real Estate Division ("DRE") and the City Attorney's Office to analyze, negotiate and complete the UCSF Agreements, and to conduct design review, permitting, construction inspection and acceptance of public infrastructure ("City Costs"). City Costs associated with the negotiation and implementation of the UCSF Agreements will be reimbursed to City by The Regents, as described below.

F. The parties wish to enter into this Agreement to set forth timeframes, terms and conditions for construction and completion work related to certain of the improvements and activities at the UCSF Mission Bay Campus Site addressed in the Permit and the UCSF Agreements.

AGREEMENT

NOW, THEREFORE, intending to be legally bound hereby, the parties hereby agree as follows:

1. The Regents' Benefits, Responsibilities and Obligations.

a. Communication Utility Crossing of Owens Street. The Regents has installed, or caused to be installed, communication utility connections beneath Owens Street, north of Sixteenth Street, to connect the University of California research site and the J. David Gladstone Institute ("Gladstone") in Area 1 as shown on **Exhibit B**, and to use and maintain existing UCSF communication utility connections in Area 1, all in accordance with the terms and conditions of the Improvements MOA (as defined in **Schedule 1**). Construction is complete and no future work is contemplated. Notwithstanding the public right-of-way occupancy assessment fee set forth in Public Works Code Section 786.7(b) which would be \$2040.00 annually based on the square foot calculation of the subject encroachment, the Board of Supervisors will assess a onetime fee of \$12,597.00 for the permitted communication facilities. This City will accept a single payment representing the present value of this annual fee. The Permit will not become effective until this fee is paid.

b. Utility Crossing of Sixteenth Street. Pursuant to and as more particularly identified in the Permit, The Regents will install, or cause to be installed, UCSF communications utility connections beneath Sixteenth Street, east of Fourth Street in Area 2 as shown on **Exhibit B**. The parties hereto acknowledge that such installation requires that a separate authorization be obtained from Bureau of Street-Use and Mapping division of DPW ("DPW-BSM"). This authorization will require applicant to locate the existing utilities in the Sixteenth

Street right-of-way and to design the communications utilities to avoid any impact on existing or future utilities planned for the Mission Bay Project. The Regents has agreed to use and maintain such utility connections in accordance with the terms and conditions of the Improvements MOA. Subject to City permitting requirements, installation timing is to be determined in the sole and absolute discretion of The Regents.

c. Intersection Improvements at Fourth Street and Gene Friend Way ("Gene Friend Way Crosswalk"). Pursuant to and as more particularly identified in the Permit, The Regents has designed and installed, or caused to be designed and installed, certain Sidewalk Improvements and Additional Improvements (both as defined in the Improvements MOA) in Area 3 as shown on **Exhibit B**. The Sidewalk Improvements and Additional Improvements include specialty sidewalks and ramps; specialty paving of the street intersection; traffic signal system including signals, controller, conduit, conductors and power. The parties hereto acknowledge that such installation required a separate excavation permit from DPW-BSM, including a requirement that DPW obtain design review by the former Redevelopment Agency of City. The Regents has agreed to use and maintain the Sidewalk Improvements in accordance with the terms and conditions of the Improvements MOA.

d. Fourth Street Public Plaza. Pursuant to and as more particularly identified in the Permit, The Regents has received revocable permission to construct landscape and street improvements within the Fourth Street right-of-way between Sixteenth Street and Mariposa Street in Area 4 (the "Fourth Street Right of Way") as shown on **Exhibit B**, and a public plaza (the "Fourth Street Public Plaza") within a portion of the Fourth Street Right of Way, including installation of specialty paving, tree wells, planted "rain gardens," new lighting and drainage, sidewalks and a multi-use pedestrian/bike path (the "Fourth Street Public Plaza Improvements"). The portion of the Fourth Street Right of Way where the Fourth Street Public Plaza Improvements will be located shall be referred to as the "Fourth Street Public Plaza Improvements Area" in the area shown on **Exhibit E**. The landscape and street improvements described above, together with the Fourth Street Public Plaza Improvements shall be referred to as the "Fourth Street Improvements" and will collectively be located in the Fourth Street Right of Way. Adjacent to the Fourth Street Public Plaza, The Regents intends to install an amphitheater and other amenities on property owned by The Regents. FOCIL will construct two entrance roads on the Fourth Street Right of Way, one from Sixteenth Street and one from Mariposa Street, as part of the MBI Plan. The Regents will construct in part on property owned by The Regents and in part on the Fourth Street Right of Way two vehicular drop off loops as part of the Fourth Street Public Plaza Improvements. The Regents shall repair and maintain the Fourth Street Improvements in accordance with the terms and conditions of the Plaza MOA (as defined in **Schedule 1**), all as more particularly set forth in Paragraph 2 of this Agreement. Construction timing is described in Paragraph 2 of this Agreement.

e. Median Divider and Other Improvements on Owens Street between Sixteenth Street and Mariposa Street. Pursuant to and as more particularly identified in the Permit, The Regents will maintain a landscaped median in Area 5 as shown on **Exhibit B** (the "Median"). FOCIL will complete the design and installation of the Median, streetlights on the Median and the conduit and foundation for a future traffic signal that may be installed at that certain parking garage entrance in Area 5, as shown in the South Infrastructure Plan, as it may be amended pursuant to the street improvement permit to be obtained from DPW-BSM for Owens Street

between Sixteenth Street and Mariposa Street (the "Owens Street Improvement Permit"). If it is determined pursuant to the Traffic Monitoring Plan (as defined below) that Measure 5 (installation of a traffic signal on Owens Street at the parking garage entrance in Area 5) is needed, The Regents shall install the traffic signal pursuant to a separate Street Improvement Permit. The Regents shall maintain such traffic signal conduit and foundations at its sole cost and expense if it is installed. The Regents shall maintain the Median pursuant to the terms and conditions of the Improvements MOA even if The Regents abandons the Fourth Street Public Plaza Improvements Area in the future. The construction contemplated herein will be undertaken simultaneously with the widening of Owens Street between Sixteenth Street and South Connector Road as more particularly described in Paragraph 1(h), below.

f. Intersection Improvements at Intersection of Fourth Street and Sixteenth Street ("Sixteenth Street Crosswalk"). Pursuant to and as more particularly identified in the Permit, The Regents may design and install, or cause to be designed and installed, and to maintain certain pedestrian improvements in Area 6 as shown on **Exhibit B**. The parties hereto acknowledge that such installation requires a separate street improvement permit be obtained from DPW-BSM. The Regents shall maintain the foregoing in accordance with the terms and conditions of the Improvements MOA. Subject to City construction permitting requirements, construction timing is to be determined in the sole and absolute discretion of The Regents.

g. UCSF Utilities in Fourth Street between Sixteenth Street and Mission Bay Boulevard South.

(i) In the area between 2 feet below the finished grade surface of Fourth Street and the finished grade of Fourth Street, The Regents has installed, or caused to be installed, certain UCSF utility lines in Area 7 as shown on **Exhibit B**. Pursuant to the Permit, The Regents may operate and maintain utility connections to the UCSF utilities located in the Permit area. The construction of additional utilities in this area is subject to City construction permitting requirements and the approval of the Director of DPW. The Regents shall maintain the foregoing in accordance with the terms and conditions of the Improvements MOA.

(ii) In the area between 2 feet below the finished grade surface of Fourth Street and 19 feet below the finished grade surface of Fourth Street, pursuant to the Underground Utilities Easement Agreement, City shall grant a non-exclusive, irrevocable easement to access, construct, reconstruct, install, operate, use, maintain, repair and replace UCSF Facilities. The Underground Utilities Easement Agreement addresses utilities that have already been constructed and proposed new installations.

h. Widening of Owens Street between Sixteenth Street and the UCSF South Connector Road. PAC Operating Limited Partnership, a Delaware limited partnership, f/k/a Catellus Operating Limited Partnership ("PAC"), is fee owner of Mission Bay Blocks 38 and 39 and Lessor under that certain Mission Bay South Ground Lease dated January 1, 2006, a memorandum of which was recorded on February 15, 2006, as Document No. 2006-I126965 in the Official Records of City and County of San Francisco ("Official Records"), as amended by that certain First Amendment to Mission Bay South Ground Lease dated as of December 15, 2011, a memorandum of which was recorded on December 29, 2011, as Document No. 2011-J326145 in the Official Records, and optionor under that certain Mission Bay South Option

Agreement and Grant of Option to Purchase dated as of January 1, 2006, a memorandum of which was recorded on February 15, 2006, as Document No. 2006-1126966 in the Official Records, as amended by that certain First Amendment to Mission Bay South Memorandum of Lease, Memorandum of Purchase Option, and Performance Deed of Trust; with Substitution of Trustee and Deed of Partial Reconveyance recorded December 29, 2011, as Document No. 2011-1326145 in the Official Records (collectively, the "Ground Lease"). The Regents shall cause PAC to dedicate to City the additional land necessary to widen Owens Street to accommodate the Median described in Paragraph 1(e), above, and to allow the implementation of traffic improvement measures 2 through 4 as described in Section 4.3 of the Plaza EIR if and as any of such traffic improvement measures are to be implemented as provided in the Plaza EIR. Design and installation would be performed by FOCIL pursuant to an Owens Street, Street Improvement Permit and in accordance with the terms and conditions of the applicable FOCIL Agreements. Provision of the land to be dedicated to City under this Paragraph will be by an Offer of Dedication to City prior to execution of this Agreement and a Grant Deed from PAC to City at the time of acceptance of the improvements by the Board of Supervisors. As lessee under the Ground Lease, The Regents will consent to the offer of dedication and the Grant Deed from PAC to City, and in the event The Regents is the owner of the land, it will make such Offer of Dedication and deliver a Grant Deed to City. In addition, City shall cause FOCIL to provide an Offer of Dedication to City prior to execution of this Agreement, and by a Grant Deed from FOCIL to City at the time of acceptance of the improvements by the Board of Supervisors, dedicate and convey Lot 3 of Final Map No. 5165, Mission Bay to City. In the absence of the amendment to the South Infrastructure Plan contemplated by Section 4 below, FOCIL is entitled to proceed with the development of Owens Street without the widening in compliance with the applicable FOCIL Agreement. This Agreement does not change the rights, obligations, roles and responsibilities of PAC and The Regents as set forth in the Ground Lease.

i. Bulbout. As a condition of City's approval of the Permit as it relates to the widening of Owens Street, The Regents shall be solely responsible for the design and construction costs of a new pedestrian bulbout at the northwest corner of the intersection of Sixteenth Street and Owens Street as depicted on Exhibit C (the "Bulbout"), which The Regents shall cause to be constructed by FOCIL at the time of construction of the widened Owens Street between Sixteenth Street and Mariposa Street and shall be deemed to be complete when the Director of the Department of Public Works has so determined (the "Bulbout Completeness Determination"). City Director of Public Works has been given the authority to accept the Bulbout after the Bulbout Completeness Determination. After the acceptance of the Bulbout by City, City at its sole cost and expense (subject to such warranty rights, if any, as City may have against FOCIL) will repair and maintain the Bulbout in good condition, consistent with the custom and practice in City. Subject to the above, The Regents shall have no obligation whatsoever to repair or maintain the Bulbout from and after the Bulbout Completeness Determination.

j. Traffic Improvement Measures.

(i) Pursuant to and as more particularly identified in the Plaza EIR, based on that certain UCSF Medical Center at Mission Bay Transportation Study prepared by Adavant Consulting and Wilbur Smith Associates dated September 5, 2008 (the "Traffic Study"), as contained in Appendix B of the Plaza EIR and on that certain memorandum prepared by Adavant

Consulting dated February 8, 2012, discussing proposed traffic improvement measures, triggers for such measures, and the Traffic Monitoring Plan (as defined below) in Appendix C of the Plaza EIR (the "Traffic Measure Triggers Memo"), The Regents has agreed to monitor conditions at relevant traffic intersections in the roadway network in the immediate vicinity of the Fourth Street Public Plaza Improvements Area and use the monitoring information to decide, with City, the timing of implementation of the measures as the need arises. The Regents shall work with City to implement at The Regents' sole cost and expense the traffic improvement Measure 6 (construction of exclusive right turn lane from Third Street to Mariposa Street), Measure 7 (restriping of eastbound approach of Sixteenth Street to Third Street to improve turning and through traffic operations), and Measure 8 (restriping of westbound approach of Sixteenth Street to Third Street to improve turning and through traffic operations) as more particularly described in Section 4.3 of the Plaza EIR. To address the timing of implementation of traffic improvement measures not implemented with the construction and widening of Owens Street, UCSF is proposing to implement and pay for a traffic monitoring plan as discussed in Appendix C of the Plaza EIR, which plan is incorporated herein by reference ("Traffic Monitoring Plan"). If Measure 6 is needed, the land required to widen the Street Right of Way and implement Measure 6 will be dedicated by The Regents. Provision of the land to be dedicated to City in order to implement Measure 6 will be by an Offer of Dedication to City before execution of this Agreement and a Grant Deed from The Regents to City at the time of the acceptance of the improvements by the Board of Supervisors. The Regents will provide a design for approval by City of the improvement and obtain a permit for construction and then offer the improvements to City for acceptance. If Measures 7 and 8 are needed, The Regents will cause permits to be obtained and the restriping of the intersection of Third Street and Sixteenth Street in order to accomplish these measures. City shall promptly review and approve or disapprove all submitted plans, applications and other materials related to the implementation of the foregoing traffic improvement measures.

(ii) City acknowledges that The Regents intends to implement traffic improvement Measure 1 (restriping of southbound travel lanes at the intersection of Sixteenth and Owens Streets), Measure 2 (widening of Owens Street roadway to the east and construction of median in Owens Street), Measure 3 (widening Owens Street to the east for exclusive left turn lanes), Measure 4, (widening Owens Street at the South Connector Road to provide a southbound left turn lane), Measure 9 (construction of truck pullout curb lane, or refuge lane connecting to Third Street), Measure 10 (expansion of corner sidewalk at the northwest corner of Sixteenth and Owens Streets and realignment of pedestrian crosswalk across Owens Street) and Measure 11 (expansion of corner sidewalk at southeast corner of Sixteenth and Owens Streets) during Phase I of the UCSF Medical Center at Mission Bay project, and City will, based on the adequacy of the design submittals, approve or disapprove the respective measures in timely fashion so as not to unreasonably delay the implementation of such measures during construction of the related street improvements. In the event that City disapproves any such traffic improvement measure, City shall cooperate with The Regents to develop an alternative traffic improvement measure that is at least as effective as the disapproved measure. City and The Regents further acknowledge that the need for and timing of implementation for traffic improvement Measures 5 through 8 will be determined according to the Traffic Monitoring Plan. Accordingly, The Regents agrees to provide periodic traffic monitoring reports to City on the schedule set forth in the Traffic Monitoring Plan.

(iii) Notwithstanding the foregoing or anything to the contrary in this Agreement or the UCSF Agreements, the parties acknowledge and agree that in the event that the Fourth Street Public Plaza is not constructed, the implementation of traffic improvement Measures 2 through 4 and 6 through 8 shall not be required.

k. Dedication of Land for Third Street Sidewalk from Sixteenth Street to Mariposa. The Regents shall dedicate to City a strip of land five feet in width between Sixteenth Street and Mariposa Street for the widening of Third Street. Provision of the land to be dedicated to City under this Paragraph will be by an Offer of Dedication to City prior to execution of this Agreement, and a Grant Deed from The Regents to City at the time of the acceptance of the improvements by City.

l. Dedication of Vehicle Refuge Lane on Third Street. The Regents shall dedicate land to City to accommodate a vehicle turn lane adjacent to Third Street between Sixteenth Street and Mariposa Street, in order to implement at The Regents' sole cost and expense Measure 9 as more particularly described in Section 4.3 of the Plaza EIR, subject to final review and approval by City agencies with jurisdiction over the proposed measure. Provision of the land to be dedicated to City under this Paragraph will be by an Offer of Dedication to City prior to execution of this Agreement, and a Grant Deed from The Regents to City at the time of the acceptance of the improvements by City.

m. Bridges Over and Utilities Under the Fourth Street Right of Way. The Regents have the right to design, construct and maintain, or cause to be designed, constructed and maintained, up to two pedestrian bridges in certain air space above the Fourth Street Right of Way and utilities in certain subsurface space below the Fourth Street Right of Way between Sixteenth Street and Mariposa Street (defined as the "Premises" in the Lease) pursuant to and in accordance with the terms and conditions of the Lease (as listed in **Schedule 1**). Subject to City construction permitting requirements for the Improvements (as defined in the Lease), construction timing is to be determined in the sole and absolute discretion of The Regents.

n. Grant of Easement from The Regents for Curb Ramps ("ADA Ramps"). Pursuant to the ADA Easement Agreement (as listed in **Schedule 1**), The Regents shall grant a non-exclusive easement to City to allow for the construction, maintenance and use of sidewalks along Fourth Street that comply with the Americans with Disabilities Act ("ADA"), on, over, and within the Easement Area (as defined in the ADA Easement Agreement) for the purpose of permitting the installation and maintenance of the flared sides of ADA sidewalk curb ramps, together with a non-exclusive access easement for public pedestrian passage on, over and within the Easement Area. In addition, The Regents shall cooperate with City to implement additional ADA sidewalk curb ramps at intersections within the UCSF Mission Bay Campus Site in accordance with applicable law as the UCSF Mission Bay Campus Site is developed.

o. Grant of Easement from PAC for Curb Ramps ("ADA Ramps"). Pursuant to the Easement Agreement (ADA Compliant Curb Ramps Easement) by and between PAC and City ("PAC Easement Agreement"), The Regents shall cause PAC to grant a non-exclusive easement to City to allow for the construction, maintenance and use of sidewalks along Owens Street and along Fourth Street that comply with the ADA, on, over, and within the Easement Area (as defined in the PAC Easement Agreement) for the purpose of permitting the installation and

maintenance of the flared sides of ADA sidewalk curb ramps, together with a non-exclusive access easement for public pedestrian passage on, over and within the Easement Area.

p. Grant of Easement from The Regents for Third Street Energy Center Turnout, Public Sidewalk and Utility Easement. Pursuant to the Energy Center Easement Agreement (as described in **Schedule 1**), to allow for the change in configuration of the sidewalk required to accommodate a vehicle turn-in on The Regents' property along Third Street south of Sixteenth Street, The Regents shall grant City a non-exclusive easement across the Sidewalk Easement Area and the Turnout Area (as defined in the Energy Center Easement Agreement) for the installation, maintenance, repair and replacement of street lights and public utilities, together with a non-exclusive access easement for public pedestrian passage on, over and within the Sidewalk Easement Area. The Regents shall construct, maintain, or cause to be constructed and maintained the sidewalk, streetscape elements and street furniture consistent with the Mission Bay Streetscape Plan.

q. Dedication of Land for Turning Radii. The Regents and PAC shall dedicate land to City to allow for the development of turning radii as shown on **Exhibit D**. Provision of the land to be dedicated to City under this Paragraph by PAC will be by Offers of Dedication from PAC to City prior to execution of this Agreement and Grant Deeds to City at the time of the acceptance of the improvements by City. Provision of the land to be dedicated to City under this Paragraph by The Regents will be by Offers of Dedication from The Regents to City prior to execution of this Agreement and Grant Deeds from The Regents to City at the time of the acceptance of the improvements by City, except for the land more particularly described in that certain Quitclaim Deed (Third Street and Sixteenth Street—Turning Radius Dedication), the provisions of which will be by Offer of Dedication and Quitclaim Deed.

r. Dedication of Land for Widening of Mariposa Street between Third Street and Fourth Street. The Regents shall dedicate to City a strip of land approximately fourteen feet in width between Third Street and Fourth Street for the widening of Mariposa Street. Provision of the land to be dedicated to City under this Paragraph will be by an Offer of Dedication to City prior to execution of this Agreement and a Grant Deed from The Regents to City at the time of the acceptance of the improvements by the City.

2. Fourth Street Public Plaza. As set forth in Paragraph 1(d), above, pursuant to and as more particularly identified in the Permit, The Regents has received revocable permission to occupy a portion of the Fourth Street Right of Way for the purpose of designing, constructing and using the Fourth Street Improvements and has, pursuant to the Plaza MOA, agreed to repair and maintain the Fourth Street Improvements that are to be located in the Fourth Street Right of Way, in accordance with the terms and conditions in the Plaza MOA.

a. Design. Pursuant to the Permit, City, acting through the Oversight Board of the Successor Agency, approved the schematic design for the Fourth Street Public Plaza Improvements on June 11, 2012, based upon The Regents' submittal dated May 29, 2012, as depicted on the attached **Exhibit E** (the "Plaza Design"). The Schematic Design, Design Development and Construction Documents for the Fourth Street Public Plaza Improvements ("Plaza Development Documents") will be reviewed by the Successor Agency staff in a manner that is consistent with the Mission Bay South Design Review and Document Approval

Procedures ("DRDAP"). Comments on the Plaza Development Documents from other City reviewers will be obtained for the Successor Agency by DPW. Written approvals for the final Plaza Development Documents will be provided by Successor Agency staff to The Regents. FOCIL would provide drawings to obtain a Street Improvement Permit for the infrastructure for the roadways to the north and south of the Fourth Street Public Plaza, and for streetlights on the westerly side of the Fourth Street Public Plaza Improvements Area.

b. Permit. The parties hereto acknowledge that a street improvement permit or permits will be required for development of the Fourth Street Improvements that are on City land within the Fourth Street Public Plaza Improvements Area (the "Street Improvement Permit"), as more particularly discussed below in Paragraph 2(c). DPW will coordinate the review of the permit drawings with the customary City reviewers, including the Successor Agency staff.

c. Construction. The Regents shall construct or cause to be constructed the Fourth Street Public Plaza Improvements in accordance with the approved Plaza Development Documents and the Street Improvement Permit. The Regents shall complete or cause the completion of the Fourth Street Public Plaza Improvements by the Phase One Completion Date (defined below). If The Regents determines that it is reasonably necessary, desirable or beneficial to alter the design of the Fourth Street Public Plaza Improvements from what has been approved by the Successor Agency or DPW, The Regents shall submit a revised schematic design or design development documents or construction documents to the Successor Agency and the Director of DPW for review and approval consistent with the DRDAP review process outlined in Paragraph 2(a), above, for the original schematic design or design development documents review process. In such case, The Regents shall be responsible for all delays occurring from such reprocessing.

d. Street Improvement Permits. The Director of DPW will separately review, approve and issue two street improvement permits for the work in the Fourth Street Right of Way, one to The Regents for the Fourth Street Public Plaza Improvements and one to FOCIL for the roadways connecting the Fourth Street Public Plaza Improvements Area to Sixteenth Street and to Mariposa Street, for the sidewalks not in the Fourth Street Plaza Improvements Area and for the streetlights to be installed along the western portion of the Fourth Street Improvements Area (the "FOCIL Improvements"). To facilitate the issuance of two permits rather than one, The Regents shall (i) demonstrate to the Director of DPW that issuance of two permits will not cause unnecessary delay, including delays in commencement, completion or acceptances, increased inspection burdens or physical problems with the construction and integration of the two roadways, westerly street lights and the Fourth Street Public Plaza Improvements and (ii) cooperate to prepare a coordinated master schedule and construction plan for The Regents and FOCIL for the construction activities within the Fourth Street Right of Way. Pursuant to such master schedule, The Regents will submit, at or near the same time as FOCIL does so with respect to the FOCIL Improvements, coordinated 100% complete design packages and schedules for the Fourth Street Public Plaza Improvements, for concurrent City review. In addition, The Regents will cooperate with FOCIL and its construction activities and all City processing and inspections. City acknowledges that FOCIL and The Regents will coordinate certain of their construction activities to occur in sequence rather than concurrently. For example, FOCIL may complete installation of utilities in the Fourth Street Right of Way prior to installation by The Regents of its utilities in the same area, and either FOCIL or The Regents will complete its

surface improvements before the other party may initiate installation of its surface improvements. Notwithstanding the foregoing, The Regents will coordinate with FOCIL the final lift of asphalt on the roadways to finish at the pavers and curb locations of the Fourth Street Public Plaza, eliminating any unnecessary cold joints. The Regents acknowledges that City will review completion of the FOCIL Improvements and the Fourth Street Public Plaza Improvements separately, per the applicable permit. The Regents acknowledges that the City may grant a separate determination of completeness for the FOCIL Improvements, regardless of whether they are completed before or after the Fourth Street Public Plaza Improvements, and process the same for acceptance by the Board of Supervisors.

e. Plaza Development. If City determines in its reasonable discretion that The Regents has not 1) initiated development of the Fourth Street Public Plaza Improvements on or before that date which is ten (10) months prior to the scheduled final completion of Phase One of the UCSF Medical Center in August 2014 ("Phase One Final Completion Date"), or 2) completed development of the Fourth Street Public Plaza by the Phase One Final Completion Date, City shall so notify The Regents in writing. The deadlines set forth in the preceding sentence shall be subject to the force majeure provision in Paragraph 18, below. If within thirty (30) calendar days after receipt of the notification, The Regents has not undertaken corrective action, then pursuant to Paragraph 8, Revocation, below, the City may initiate the process to revoke the Permit in applicable part.

f. Maintain Records. For a five (5) year period after the completion of Fourth Street Improvements (the "Plaza Improvements Completion Date"), The Regents shall keep and maintain records that track the costs and expenses of operating and maintaining the Fourth Street Public Plaza Improvements Area. Such records shall be annually submitted to DPW. If City reasonably determines that Fourth Street Public Plaza Improvements Area is not being maintained in accordance with the terms and conditions of the Plaza MOA, in addition to any rights and remedies of City pursuant to the Plaza MOA, on that date which is five (5) years after the Plaza Improvements Completion Date, City shall have the option of requiring The Regents to post a maintenance bond at any time.

g. Abandonment of Fourth Street Public Plaza Improvement Area. If at any time after the acceptance of the Fourth Street Improvements by City, The Regents determines in its sole and absolute discretion that it is no longer in the best interests of The Regents to maintain the Fourth Street Public Plaza Improvements Area as a public plaza, then The Regents shall provide written notice to City of its election to exercise this option ("Abandonment Notice"). Within thirty (30) days after its receipt of the Abandonment Notice, City shall provide a written response to The Regents electing to treat the Fourth Street Public Plaza Improvements Area as a public through street. The Regents at its sole cost and expense will cause a contractor selected and hired by The Regents and approved by City to convert the Fourth Street Public Plaza Improvements Area into a public through street subject to all required City permits and in accordance with existing plans as previously approved and as amended to reflect changes in standards or codes, if any.

h. Reimbursement of Costs to City; Payment of Incremental Costs to FOCIL.

(i) The Regents shall reimburse City for City's costs, if any, associated with the development of the Fourth Street Public Plaza Improvements Area as a public street under Paragraph 2.e. or 2.g. within thirty (30) days of receipt of an invoice or invoices for such work or costs. If The Regents fails to reimburse City for such invoiced amount(s) by the specified due date, City may take any action within its power to collect such payment(s).

(ii) The Regents shall also be responsible for additional costs incurred by FOCIL in connection with the construction of the FOCIL Improvements if caused by delay by The Regents in constructing, or the failure of The Regents to construct, the Fourth Street Public Plaza Improvements when required hereunder.

i. Revocation of Permit. If the Permit or the portion thereof related to the Fourth Street Public Plaza Improvements Area is revoked pursuant to Paragraph 2.e or Paragraph 8 hereof, then at its sole cost and expense The Regents shall cause the Fourth Street Public Plaza Improvements to be removed and the Fourth Street Public Plaza Improvements Area to be converted into a public through street in accordance with all applicable City regulations and requirements.

3. Lease. Notwithstanding the foregoing or anything to the contrary in this Agreement or the UCSF Agreements, neither the failure of The Regents to develop the Fourth Street Public Plaza Improvements Area as a public plaza, the revocation or termination of the Permit in full or in part, nor the return of the Fourth Street Public Plaza Improvements Area to City for public plaza or public street purposes shall terminate, amend or otherwise affect the Lease (as defined in Schedule 1).

4. Revised South Infrastructure Plan. Concurrently with execution of this Agreement between the City and The Regents, the City will approve a Minor Modification to the Mission Bay South Infrastructure Plan (the "MBI Plan") that will provide for:

a. Fourth Street Public Plaza and Fourth Street Improvements. Pursuant to Paragraph 2.c., The Regents will construct the Fourth Street Public Plaza Improvements within the Fourth Street Right-of-Way as shown on Exhibit E. The Fourth Street Public Plaza Improvements will not be in the MBI Plan and will be constructed at the sole expense of The Regents. Pursuant to Paragraph 2.d., it is understood and acknowledged that FOCIL will construct the streets connecting the Fourth Street Public Plaza Improvements Area to Sixteenth Street and to Mariposa Street and the streetlights to be installed along the western portion of the Fourth Street Improvements Area. This FOCIL work as well as FOCIL public utility infrastructure below the Fourth Street Public Plaza Improvements shown on the MBI Plan will be eligible for reimbursement under the Mission Bay South Financing Plan ("Financing Plan").

b. Widening of Owens Street between Sixteenth Street and Mariposa Street. Pursuant to Paragraphs 1.h and 1.e., it is understood and acknowledged that design and installation of the widened Owens Street shall be performed by FOCIL pursuant to an Owens Street Improvement Permit and in accordance with the terms and conditions of the applicable FOCIL Agreements. The original construction work includes a four lane street, sidewalks, street

lights and underground utilities. The revised work shown on the MBI Plan adds widening to provide a landscaped median with left turn lanes, conduits and foundations for a future Traffic Signal, street lights in the median, and a bulbout at the northwest corner of the intersection of Sixteenth Street and Owens Street as depicted on **Exhibit C**.

c. The Cost of Design and Construction for Items a. and b. The reimbursement for the FOCIL design and construction for items (a) and (b) will be covered by the MBI Plan. The cost of design and construction for items (a) and (b) above that are the responsibility of The Regents are delineated in this Agreement. The cost sharing for items (a) and (b), if any, will depend on an agreement between The Regents and FOCIL. The City is not a party to this agreement but acknowledges the existence of an agreement entitled, "Clarification Regarding the Responsibilities of UCSF and FOCIL Related to the Fourth Street Public Plaza Project" and dated June 21, 2012. Notwithstanding the agreement for cost sharing between UCSF and FOCIL, the parties to this Agreement understand that The Regents shall be responsible for payment of any incremental cost to construct Owens Street in accordance with the MBI Plan as a result of the median and widening of Owens Street that are above the baseline costs for Fourth Street as constructed and Owens Street pursuant to the original plan for Owens Street per the original MBI Plan (Memo of Modification #2 dated January 4, 2001). In the unlikely event, the incremental cost is below the baseline costs, The Regents shall not be entitled to a credit.

d. Traffic Improvement Measure per Paragraph 1.j — Measure 6 (construction of exclusive right turn lane from Third Street to Mariposa Street).

e. Traffic Improvement Measure per Paragraph 1.j — Measure 7 (restriping of eastbound approach of Sixteenth Street to Third Street to improve turning and through traffic operations).

f. Traffic Improvement Measure per Paragraph 1.j — Measure 8 (restriping of westbound approach of Sixteenth Street to Third Street to improve turning and through traffic operations)

g. Traffic Improvement Measure per Paragraph 1.j — Measure 9 (construction of truck pullout curb lane, or refuge lane connecting to Third Street)

h. The Regents shall be responsible for payment of any cost to design and construct the Traffic Improvement Measures, in Paragraph 4.d through 4.g as set forth in the MBI Plan.

i. Any costs incurred by The Regents related to the additional work in the MBI Plan related to this Agreement shall not be entitled to any reimbursement for such costs from City, FOCIL or the Community Facilities District No. 6 (CFD).

5. City Invoices.

a. City, other than DPW, shall provide one invoice quarterly to The Regents, which invoice consolidates all amounts payable by The Regents to each City Department pursuant to this Agreement and the UCSF Agreements, if applicable (each upon delivery to The Regents, a "Consolidated Invoice"). The Regents shall remit payment to City within forty-five (45) days of its receipt of a Consolidated Invoice. If The Regents fails to pay any Consolidated Invoice as

required under this Paragraph 5.a, then City may, at its option, refrain from issuing any requested permits to The Regents until such overdue Consolidated Invoice is paid.

b. DPW shall separately process its invoice quarterly via FOCIL who has agreed to invoice The Regents on DPW's behalf. DPW shall provide one invoice quarterly, which invoice consolidates all amounts payable by The Regents for DPW and other City reviewers retained by DPW pursuant to this Agreement and the UCSF Agreements, if applicable (each upon delivery to The Regents, a "DPW Consolidated Invoice"). The Regents will remit payment to FOCIL and FOCIL will then reimburse DPW immediately for said invoice pursuant to a separate agreement between DPW and FOCIL. If The Regents fails to pay any DPW Consolidated Invoice as required under this Paragraph 5.b, then DPW may, at its option, refrain from issuing any requested permits to The Regents until such overdue DPW Consolidated Invoice is paid.

6. Acceptance. City and The Regents shall enter into the ADA Easement Agreement, the Energy Center Easement Agreement, the Underground Utilities Easement Agreement, the Plaza MOA, and the Improvements MOA at the same time as the execution of this agreement or, if improvements have not yet been constructed, said easement(s) shall be entered into upon City's determination of completeness and acceptance of the improvement unless City determines, in its sole and absolute discretion, that it shall enter into the easement(s) at an earlier date. City and PAC shall enter into the PAC Easement Agreement at the same time as the execution of this agreement or, if improvements have not yet been constructed, said easement(s) shall be entered into upon City's determination of completeness and acceptance of the improvement unless City determines, in its sole and absolute discretion, that it shall enter into the easement(s) at an earlier date.

7. Bonds.

a. The improvements and other work contemplated under this Agreement including but not limited to the Fourth Street Public Plaza Improvements, to be performed or caused to be performed by The Regents shall be secured by a 100% Performance Bond and a 50% Labor and Materials Bond meeting City's requirements prior to issuance of a Street Improvement Permit for work. The requirements under this Paragraph 7 may be satisfied by The Regents' general contractor's bonds provided such bonds list City as a co-obligee. These bonds shall be released when the Fourth Street Public Plaza Improvements are determined to be complete.

b. The cost for the City to reconstruct the Fourth Street Public Plaza Improvements Area as a public street in the event The Regents do not meet the commencement date or completion date in Paragraph 2.e shall be secured by The Regents' providing a 100% Performance Bond and a 50% Labor and Materials Bond meeting City's requirements prior to issuance of a Street Improvement Permit for the Fourth Street Public Plaza Improvements. This bond shall be reduced or released after the determination of completeness is issued for the Owen Street Widening and Traffic Mitigation Measures.

c. In the event the City exercises its rights under Paragraph 2.f, The Regents shall post a bond to finance five (5) years of maintenance costs for Fourth Street Improvements.

8. Revocation. Notwithstanding anything to the contrary in the Permit, in this Agreement, or in any of the UCSF Agreements, neither the Permit, in whole or in part, nor any action permitted The Regents under the Permit or this Agreement may be revoked except as expressly set forth as follows:

a. If City determines it is reasonably necessary that the Permit or a portion ("Partial Revocation") thereof be revoked, City shall notify The Regents in writing of such determination ("Revocation Notice"). The Revocation Notice shall include a description of any necessary maintenance, repair or other measures to be performed in order to allow the Permit or applicable portion not to be revoked (the "Cure Measures"). Within thirty (30) calendar days after receipt of the Revocation Notice, The Regents shall obtain City authorization for and shall begin performance of the Cure Measures (such period to be extended by any unreasonable delay by City in authorizing or disapproving the proposed Cure Measures). Provided The Regents is diligently pursuing the Cure Measures, City shall not take any further steps toward revocation of the Permit or applicable portion thereof. If The Regents does not complete the Cure Measures to the reasonable satisfaction of City within one hundred twenty (120) days, then City may proceed under Paragraph 8.b, below.

b. Revocation may only be effectuated by a finally adopted Resolution of the Board of Supervisors; provided, however, that if The Regents fails to satisfy the terms of Paragraph 2e concerning Plaza Development, the DPW Director is authorized to issue a Partial Revocation of the Permit for the Fourth Street Public Plaza in accordance with this Paragraph 8.

c. It is understood and agreed that if the City issues a Partial Revocation of the Permit it will be subject to the following:

(i) City may call the Bonds, as specified in Paragraph 7, that secure the completion of the reconstruction of Fourth Street as a public street should The Regents fail to undertake such reconstruction. Should this occur, City will release the Bonds as specified in Paragraph 7, as to the Fourth Street Plaza.

(ii) City shall have the right to demolish any Fourth Street Public Plaza Improvements; reconstruct Fourth Street in the Fourth Street Public Plaza Improvements Area consistent with the Fourth Street infrastructure between Sixteenth Street and the Plaza; and to open Fourth Street to regular vehicular through traffic.

(iii) The Regents shall reimburse City for all City's outstanding costs including the work in Paragraph 8.c.(ii) above and under Paragraph 2.h, above.

(iv) The City shall at its sole option commence and complete the reconstruction of Fourth Street, but commencement will only occur after redesign and satisfaction of Paragraph 8.c.(i) and 8 c.(iii) above.

(v) Upon City's commencement of the reconstruction of Fourth Street, the Plaza MOA shall automatically terminate and be of no further force and effect.

(vi) Upon City's commencement of the reconstruction of Fourth Street, The Regents and City shall timely execute and record, at The Regents' expense, any instruments

reasonably required to evidence the resulting termination of the Plaza MOA and any documents reasonably required to evidence The Regents' reimbursement of the City's costs under Paragraph 8.c.(iii) above and Paragraph 2.h above.

(vii) The Regents' obligations under this Paragraph 8.c shall continue until payment and lien releases are received by City.

(viii) Notwithstanding any other provisions of this Agreement, the City will not open any of the Fourth Street facilities to the public or Accept any of the public improvements on Fourth Street for City maintenance and liability purposes until the DPW Director determines that Fourth Street is complete in its entirety between Sixteenth Street and Mariposa Street. The Regents work for construction of the Fourth Street Public Plaza Improvements and for the completion of Fourth Street in the event Fourth Street needs to be completed as a public street due to The Regents default under this Agreement shall each be secured with bonds per Paragraph 7. These two Bonds shall be delivered to the DPW Director prior to a permit being issued for the Fourth Street Public Plaza.

9. Details of Notice. Any notice given under this Agreement shall be in writing and given by delivering the notice in person, by commercial courier or by sending it by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is given. Notice shall be effective when received or three (3) business days after mailing or the next business day if by overnight mail. For the convenience of the parties, copies of notices may also be given by telefacsimile, to the telephone number listed below or such other numbers as may be provided from time to time.

a. Notice to The Regents shall be sent to:

UCSF MEDICAL CENTER
3333 California Street, Suite 115
San Francisco, California 94143-0913
Attn: Tim Mahaney, Executive Director — Facilities and Support Services
Telefacsimile: (415) 885-3572

With a copy to:

UNIVERSITY OF CALIFORNIA
Office of General Counsel
1111 Franklin Street, Eighth Floor
Oakland, California 94607-5201
Attn: Janet Norris
Telefacsimile: (510) 987-9757

And to:

UNIVERSITY OF CALIFORNIA, SAN FRANCISCO
CAMPUS PLANNING
654 Minnesota Street, 2nd Floor
San Francisco, California 94143-0286
Attn: Assistant Vice Chancellor, Campus Planning
Telefacsimile: (415) 476-9478

And to:

UNIVERSITY OF CALIFORNIA, SAN FRANCISCO
Real Estate Services
654 Minnesota Street, 2nd Floor
San Francisco, California 94143-0287
Attn: Director, Real Estate Services
Telefacsimile: (415) 476-0693

b. Notice to City shall be sent to:

DIRECTOR OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO
City Hall, Room 348
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4605
Telefacsimile: (415) 554-6177

With a copy to:

SUCCESSOR AGENCY
Office of the City Administrator
One South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Tiffany Bohee

And to:

DIVISION OF REAL ESTATE OFFICE
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: John Updike

With a copy to:

OFFICE OF CITY ATTORNEY
Room 234, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102
Attn: John Malamut

10. Right to Amend. The Regents and City hereby reserve the right to amend or supplement this Agreement at any time by mutual consent for any purpose related to the functions set forth herein and the administration thereof or to overcome any unforeseen problems arising hereinafter. Furthermore, it is mutually understood and agreed that no alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and that no oral understandings or agreements not incorporated herein shall be binding on any of the parties hereto. City hereby delegates the right to approve any minor amendments or supplements to this Agreement to the Director of DPW in consultation with the Successor Agency and other affected City departments.
11. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of California.
12. Entire Agreement. This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith other than the Permit and the UCSF Agreements listed in **Schedule I**. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.
13. Successors and Assigns. This Agreement, and the terms, covenants and conditions herein contained, shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and assigns.
14. Date for Performance. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.
15. Severability. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
16. Attorneys' Fees. If either party brings an action or proceeding at law or in equity to interpret or enforce this Agreement or any provisions thereof, or to seek damages or other redress for a breach, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs (including but not limited to court costs) incurred in connection with such action or proceeding.

17. Counterparts. This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

18. Force Majeure. The occurrence of any of the following events shall excuse such obligations of The Regents as are rendered reasonably impracticable for as long as such event continues: acts of God or the elements, including fire, flood, windstorm, hailstorm, earthquake, lightning, or other casualty; acts of war, riot or civil insurrection; strikes; labor disputes; delays in delivery of material and disruption of shipping; governmental actions, restrictions, regulations or controls; judicial orders; and other causes beyond the reasonable control of The Regents (excluding financial inability or hardship).

[Remainder of page intentionally left blank; signatures on following page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day first above written.

THE CITY AND COUNTY OF SAN FRANCISCO

By: _____
Director of the Department of Public Works

THE CITY AND COUNTY OF SAN FRANCISCO

By: _____
Director of Property, City Real Estate Division

Approved as to form:
DENNIS J. HERRERA, City Attorney

By: _____
John D. Malamut
Deputy City Attorney

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____
Susan Desmond-Hellmann, M.D., M.P.H.
Chancellor

SCHEDULE 1

The following agreements are collectively referred to in this Agreement as the "UCSF Agreements":

- Easement Agreement (ADA Compliant Curb Ramps Easement) by The Regents as Grantor and City as Grantee, dated _____, 2012 (the "ADA Easement Agreement")
- Easement Agreement (Third Street — Energy Center Turnout, Public Sidewalk and Utility Easement) by and between The Regents as Grantor and City as Grantee, dated _____, 2012 (the "Energy Center Easement Agreement")
- Easement Agreement (Underground Utilities) (Under Fourth Street between Sixteenth Street and Mission Bay Boulevard South) by and between City as Grantor and The Regents as Grantee, dated _____, 2012 (the "Underground Utilities Easement Agreement")
- Memorandum of Agreement (Maintenance of Fourth Street Public Plaza) by and between The Regents and City, dated _____, 2012 (the "Plaza MOA")
- Memorandum of Agreement (Maintenance of Sidewalks and Additional Improvements) by and between The Regents and City, dated _____, 2012 (the "Improvements MOA")
- Lease by and between City and The Regents dated _____, 2012, regarding portions of the Fourth Street right-of-way for underground utilities and third- and fourth-level pedestrian bridges (the "Lease")



EXHIBIT "A-1"
LEGAL DESCRIPTION
(UCSF MISSION BAY CAMPUS SITE)

PARCEL 1

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 8 IN BLOCK 8723 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JUNE 30, 2005 AS DOCUMENT NO. 2005-H982318 IN REEL 1922, IMAGE 683, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH 86°49'04" WEST, 555.75 FEET; THENCE SOUTH 3°10'56" EAST, 2.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 8, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF SAID LOT 8 LINE FOR THE FOLLOWING TWO (2) ARCS, COURSES AND DISTANCES: (1) SOUTH 3°10'56" EAST, 515.67 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 300.00 FEET; (2) THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE, THROUGH A SUBTENDED ARC OF 19° 33' 01", A DISTANCE OF 102.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 86°49'04" WEST, 412.82 FEET ALONG THE SOUTH LINE OF SAID LOT 8 TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 3°10'56" WEST, 616.06 FEET ALONG THE WEST LINE OF SAID LOT 8 TO THE NORTHWEST CORNER OF SAID LOT 8 SAID CORNER BEING A POINT ON THE SOUTH LINE OF 16TH STREET; THENCE NORTH 86°49'04" EAST, 430.12 FEET ALONG THE NORTH LINE OF SAID LOT 8 TO THE TRUE POINT OF BEGINNING.

COMPRISING 264,408 SQUARE FEET, OR 6.07 ACRES, MORE OR LESS.

PARCEL 2

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING PORTIONS OF LOT 1 IN BLOCK 3943, LOT 7 IN BLOCK 3943, AND LOT 3 IN BLOCK 3943 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER 19, 2005 AS DOCUMENT NO. 2005-I093674 IN REEL J039, IMAGE 521, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO; AND LOT 3 IN BLOCK 3992 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JANUARY 5, 2007 AS DOCUMENT NO. 2007-I311357 IN REEL J301, IMAGE 134, OFFICAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO; AND LOT 1 IN BLOCK 8724 AS SHOWN OF THAT CERTAIN MAP ENTITLED "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS AT PAGE 117 OF PAGES 97 THOUGH 119 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH 86°49'04" WEST, 71.75 FEET TO THE PROJECTION OF THE WEST LINE OF THIRD STREET; THENCE



SOUTH 3°10'56" EAST, 2.00 FEET ALONG SAID PROJECTION OF THE WEST LINE OF THIRD STREET TO THE INTERSECTION OF THE WEST LINE OF THIRD STREET AND THE SOUTH LINE OF 16TH STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 3°10'56" EAST, 866.08 FEET ALONG THE WEST LINE OF THIRD STREET TO THE SOUTHEAST CORNER OF SAID LOT 3 IN BLOCK 3992, SAID CORNER ALSO BEING THE INTERSECTION OF SAID WEST LINE OF THIRD STREET WITH THE NORTH LINE OF MARIPOSA STREET; THENCE SOUTH 86°49'04" WEST, 480.17 FEET ALONG SAID NORTH LINE OF MARIPOSA STREET TO THE SOUTHWEST CORNER OF SAID LOT 1 IN BLOCK 8724; THENCE ALONG THE WEST LINE OF SAID LOT 1 FOR THE FOLLOWING FIVE (5) ARCS, COURSES AND DISTANCES: (1) NORTH 3°10'56" WEST, 49.69 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 245.00 FEET; (2) THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEEDING COURSE, THROUGH A SUBTENDED ARC OF 25°47'42" A DISTANCE OF 110.30 FEET; (3) THENCE NORTH 22°36'46" EAST, 18.71 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 380.00 FEET; (4) THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEEDING COURSE THROUGH A SUBTENDED ARC OF 25°47'42" A DISTANCE OF 171.08 FEET; (5) THENCE NORTH 3°10'56" EAST, 527.57 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 8724, SAID CORNER ALSO BEING A POINT ON THE SOUTH LINE OF 16TH STREET; THENCE ALONG SAID SOUTH LINE OF 16TH STREET NORTH 86°49'04" EAST, 409.75 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 367,784 SQUARE FEET, OR 8.44 ACRES, MORE OR LESS.

PARCEL 3

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 7 IN BLOCK 8711 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 19, 1999 AS DOCUMENT NO. 99-G622188 IN REEL H429, IMAGE 0540, IN THAT CERTAIN QUITCLAIM DEED RECORDED ON JULY 19, 1999 AS DOCUMENT NO. 99-G622189 IN REEL H429, IMAGE 0541 AND IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER, 17, 2004 AS DOCUMENT NO. 2004-H871364 IN REEL I786, IMAGE 0212, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH 86°49'04" WEST, 71.75 FEET TO THE INTERSECTION WITH THE PROJECTION OF THE WEST LINE OF THIRD STREET; THENCE NORTH 3°10'56" WEST, 88.00 FEET ALONG SAID PROJECTION OF THE WEST LINE OF THIRD STREET TO THE INTERSECTION OF SAID WEST LINE OF THIRD STREET AND THE NORTH LINE OF 16TH STREET; THENCE SOUTH 86°49'04" WEST, 5.00 FEET ALONG SAID NORTH LINE OF 16TH STREET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86°49'04" WEST, 382.75 FEET ALONG SAID NORTH LINE OF 16TH STREET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 22.00 FEET; THENCE LEAVING SAID NORTH LINE OF 16TH STREET ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE THROUGH A SUBTENDED ARC OF 90°00'00", A DISTANCE OF 34.56 FEET TO A POINT ON THE EAST LINE OF FOURTH STREET (74.25 FEET WIDE); THENCE NORTH 3°10'56" WEST, 1284.25 FEET ALONG SAID EAST LINE OF FOURTH STREET TO A POINT ON THE SOUTH LINE OF MISSION BAY BOULEVARD SOUTH; THENCE NORTH 86°49'04" EAST, 404.75 FEET ALONG SAID SOUTH LINE OF MISSION BAY BOULEVARD SOUTH TO A POINT ON THE LINE THAT IS PARALLEL TO AND PERPENDICULARLY



DISTANT 5.00 FEET FROM THE WEST LINE OF THIRD STREET; THENCE SOUTH 3°10'56" EAST, 1306.25 FEET ALONG SAID PARALLEL LINE OF THIRD STREET TO THE TRUE POINT OF BEGINNING.

COMPRISING 528,601 SQUARE FEET, OR 12.14 ACRES, MORE OR LESS.

PARCEL 4

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A COMPOSED OF LOT 3 IN BLOCK 8722 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON NOVEMBER 6, 1998 AS DOCUMENT NO. 98-G463592 IN REEL H257, IMAGE 0232 AND THAT CERTAIN QUITCLAIM DEED RECORDED ON JULY 19, 1999 AS DOCUMENT NO. 99-G622189 IN REEL H429, IMAGE 0541; AND PORTIONS OF LOT 7 AND 11 IN BLOCK 8709 & 8711 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 19, 1999 AS DOCUMENT NO. 99-G622188 IN REEL H429, IMAGE 0540 AND IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER, 17, 2004 AS DOCUMENT NO. 2004-H871364 IN REEL I786, IMAGE 0212, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH 86°49'04" WEST, 71.75 FEET TO THE INTERSECTION WITH THE PROJECTION OF THE WEST LINE OF THIRD STREET; THENCE NORTH 3°10'56" EAST, 88.00 FEET ALONG SAID PROJECTION OF THE WEST LINE OF THIRD STREET TO THE INTERSECTION OF SAID WEST LINE OF THIRD STREET AND THE NORTH LINE OF 16TH STREET; THENCE SOUTH 86° 49' 04" WEST, 506.00 FEET ALONG SAID NORTH LINE OF 16TH STREET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86°49'04" WEST, 448.51 FEET ALONG SAID NORTH LINE OF 16TH STREET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 32.00 FEET; THENCE LEAVING SAID NORTH LINE OF 16TH STREET ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE THROUGH A SUBTENDED ARC OF 49°29'03", A DISTANCE OF 27.64 FEET TO A POINT ON THE EAST LINE OF OWENS STREET; THENCE ALONG SAID EAST LINE OF OWENS STREET FOR THE FOLLOWING TWO (2) ARCS, COURSES AND DISTANCES: (1) NORTH 43°41'53" WEST, 941.25 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 917.50 FEET; (2) THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE THROUGH A SUBTENDED ARC OF 36°55'55", A DISTANCE OF 591.41 FEET; THENCE LEAVING SAID EAST LINE OF OWENS STREET ALONG A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 144.75 FEET; THENCE ALONG SAID CURVE FROM A TANGENT BEARING OF NORTH 74°00'38" EAST THROUGH A SUBTENDED ARC OF 61°21'25" A DISTANCE OF 155.01 FEET; THENCE NORTH 86°49'04" EAST, 165.32 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 100.38 FEET; THENCE ALONG SAID CURVE FROM A TANGENT BEARING OF SOUTH 26°21'22" EAST THROUGH A SUBTENDED ARC OF 66°49'34" A DISTANCE OF 117.08 FEET TO A POINT ON THE PROJECTION OF THE SOUTH LINE OF MISSION BAY BOULEVARD SOUTH; THENCE NORTH 86°49'04" EAST, 959.75 FEET ALONG SAID PROJECTION OF THE SOUTH LINE OF MISSION BAY BOULEVARD SOUTH TO THE INTERSECTION WITH THE WEST LINE OF FOURTH STREET; THENCE SOUTH 3°10'56" EAST, 1284.25 FEET ALONG SAID WEST LINE OF FOURTH STREET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 22.00 FEET; THENCE LEAVING SAID WEST LINE OF FOURTH STREET ALONG SAID CURVE WHICH IS

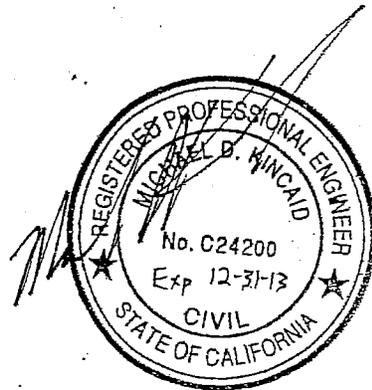


TANGENT TO THE PRECEDING COURSE THROUGH A SUBTENDED ARC OF 90°00'00", A DISTANCE OF 34.56 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 1,316,064 SQUARE FEET, OR 30.21 ACRES, MORE OR LESS.

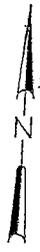
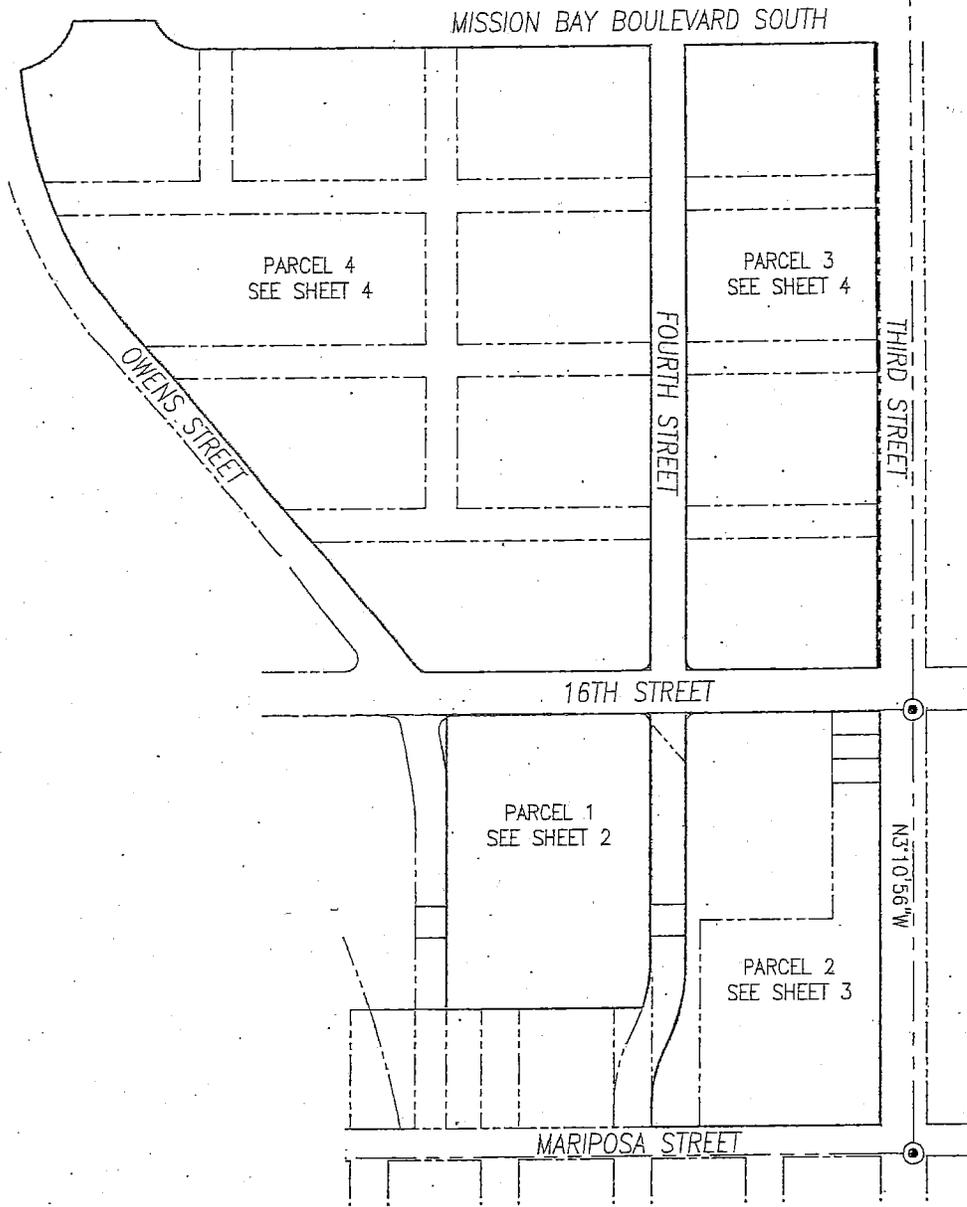
END OF DESCRIPTION

This description and its accompanying plat were prepared by GHD Inc.



6-1-12

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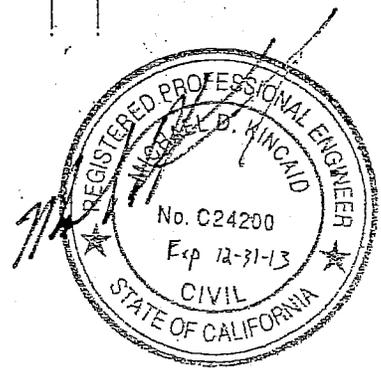


LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- VARA EASEMENT LINES
- MONUMENT LINE
- PROPERTY BOUNDARY
- ⊙ FOUND MONUMENT
- ⊙ TPOB
- ⊙ POC
- TRUE POINT OF BEGINNING
- POINT OF COMMENCEMENT

BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



6-1-12



GHD Inc.
417 Montgomery Street Suite 700 San Francisco California 94104 USA
T 1 415 283 4870 F 1 415 283 4880
W www.ghd.com



MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO

DR JS
SCALE AS NOTED
DATE 6/1/12

PLAT TO ACCOMPANY LEGAL DESCRIPTION
UCSF MISSION BAY CAMPUS SITE

194

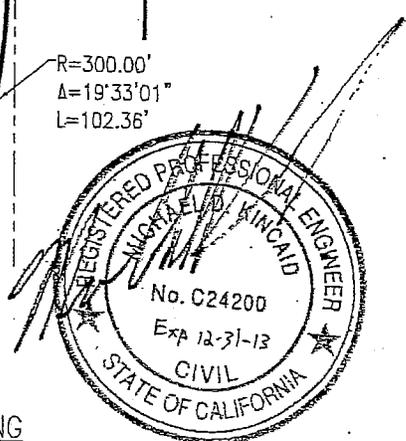
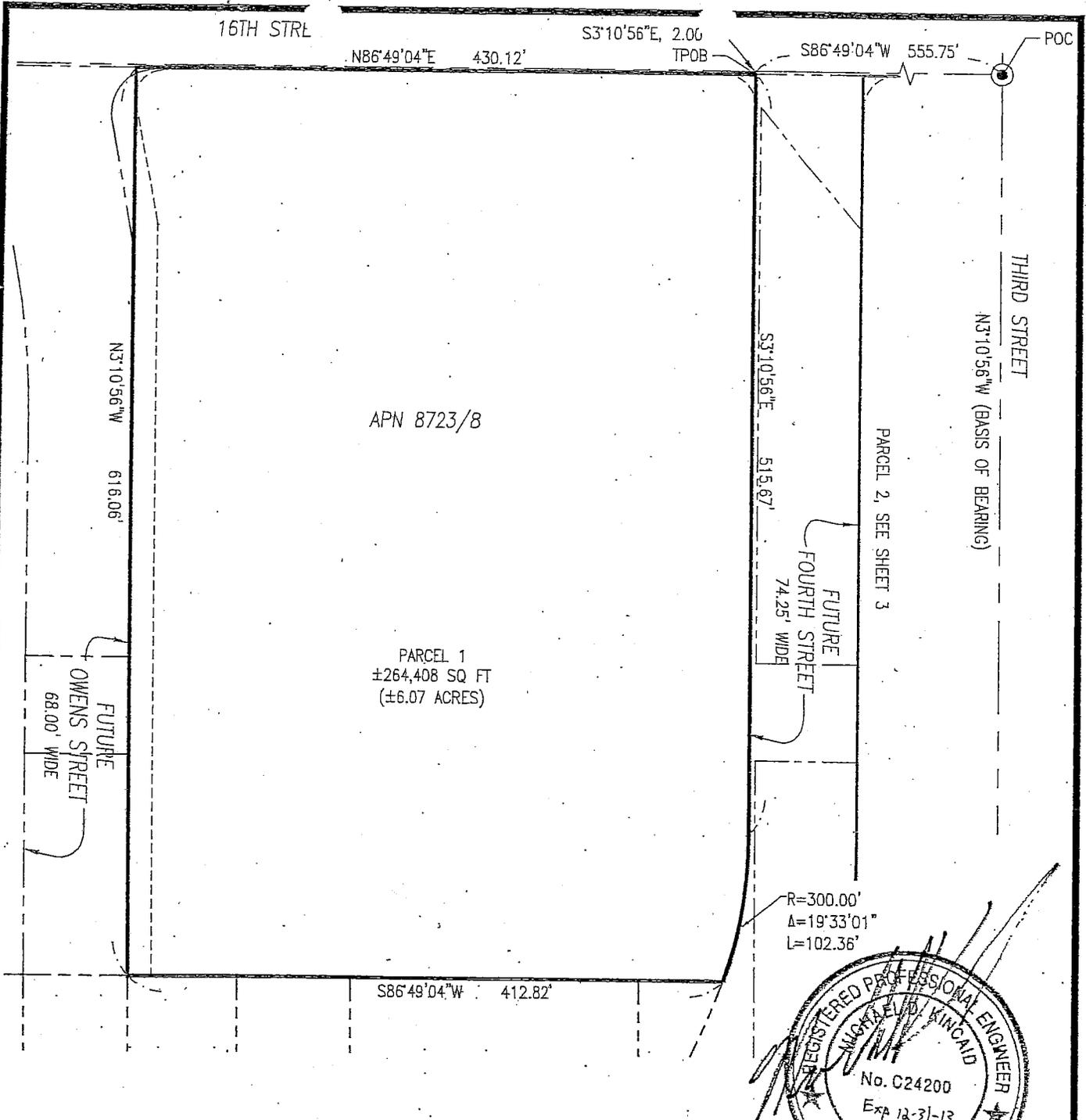
REVISION

SHEET 1 OF 4

EXHIBIT NO.

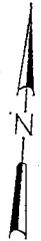
A-2

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LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- FUTURE DEDICATION LINE
- MONUMENT LINE
- PROPERTY BOUNDARY
- FOUND MONUMENT
- TPOB
- POC
- TRUE POINT OF BEGINNING
- POINT OF COMMENCEMENT



BASIS OF BEARING

6-1-12
BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



GHD Inc.
477 Montgomery Street, Suite 700 San Francisco, California 94104 USA
T 1 415 253 4570 F 1 415 283 4880
W www.ghd.com



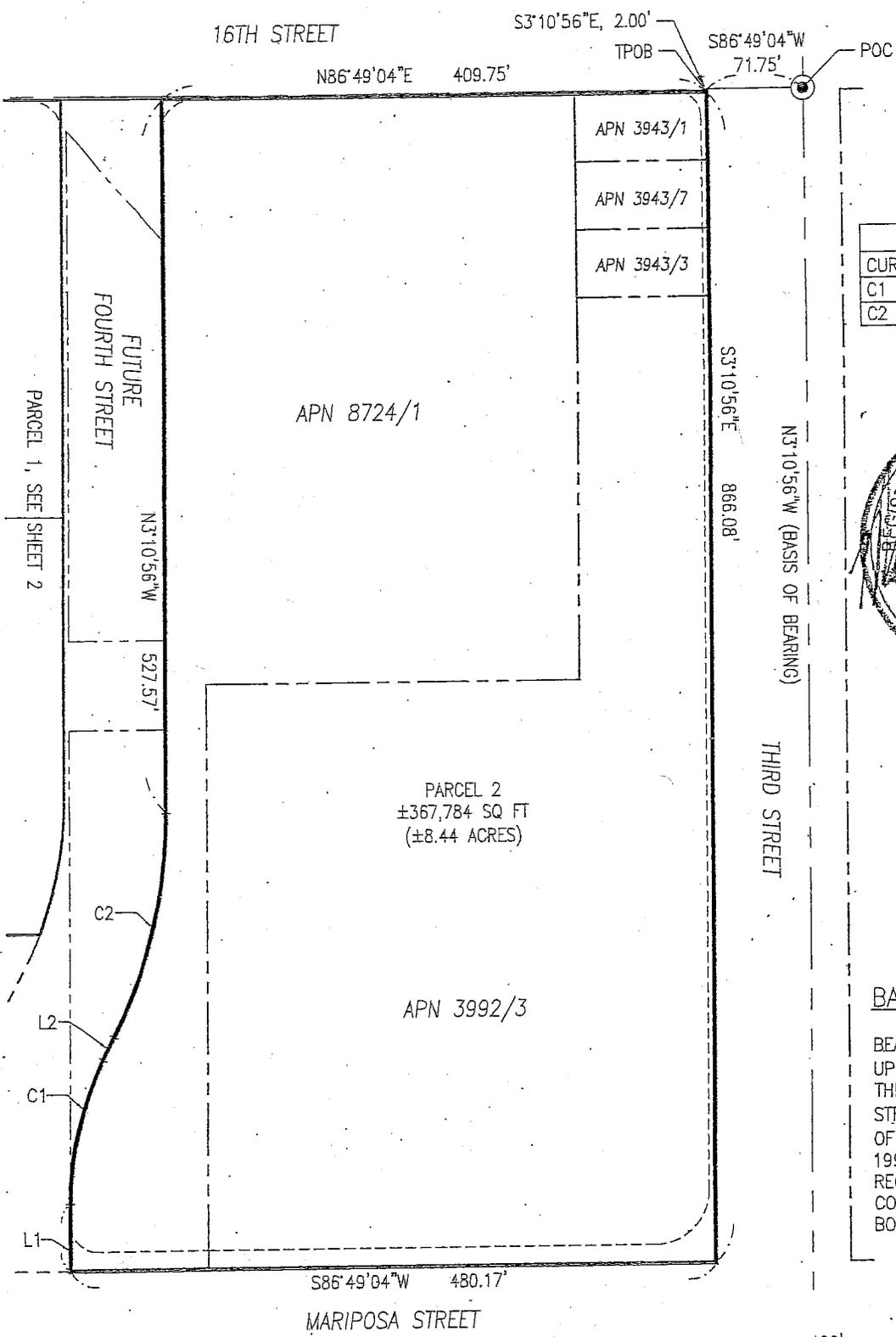
MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO

DR	JS
SCALE	AS NOTED
DATE	6/1/12

PLAT TO ACCOMPANY LEGAL DESCRIPTION
UCSF MISSION BAY CAMPUS SITE
(PARCEL 1)

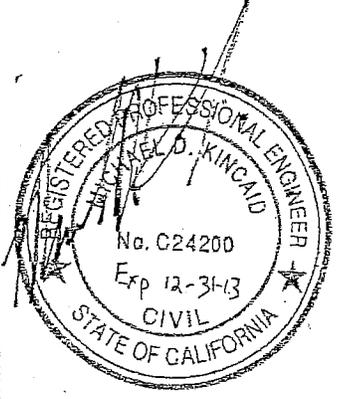
REVISION	
SHEET	2 OF 4
EXHIBIT NO.	A-2

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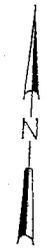


LINE TABLE		
LINE	LENGTH	BEARING
L1	49.69'	N3°10'56"W
L2	18.71'	N22°36'46"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	110.30'	245.00'	25°47'42"
C2	171.08'	380.00'	25°47'42"



6-1-12

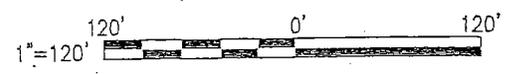


BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.

LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- FUTURE DEDICATION LINE
- MONUMENT LINE
- FOUND MONUMENT
- PROPERTY BOUNDARY
- TPOB
- POC
- TRUE POINT OF BEGINNING
- POINT OF COMMENCEMENT



GHD Inc.
 417 Montgomery Street Suite 700 San Francisco California 94104 USA
 T 1 415 223 4970 F 1 415 223 4982
 W www.ghd.com



MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO

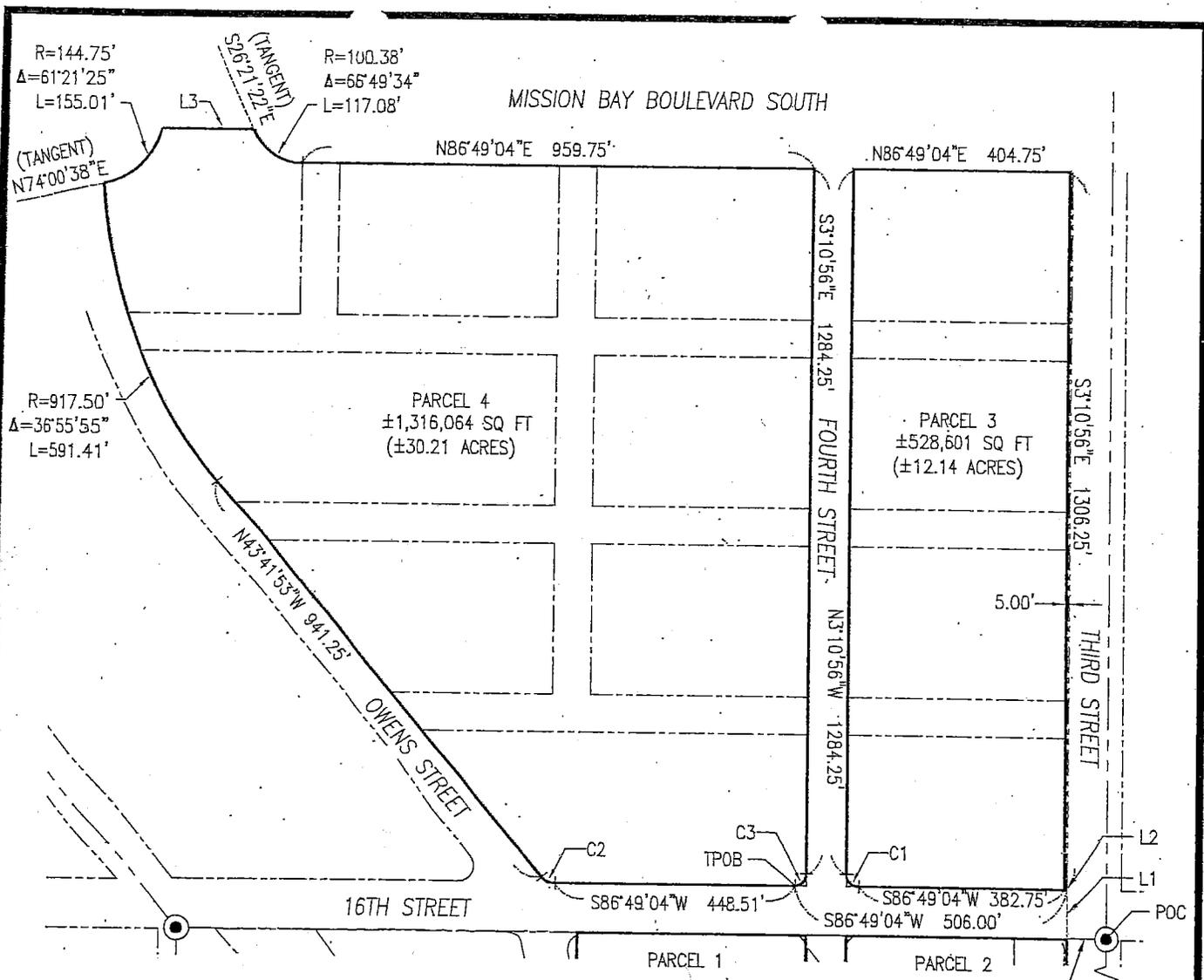
DR	JS
SCALE	AS NOTED
DATE	6/1/12

PLAT TO ACCOMPANY LEGAL DESCRIPTION
 UCSF MISSION BAY CAMPUS SITE
 (PARCEL 2)

196

REVISION
SHEET 3 OF 4
EXHIBIT NO.
A-2

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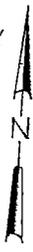
LINE TABLE		
LINE	LENGTH	BEARING
L1	88.00'	N3°10'56"W
L2	5.00'	S86°49'04"W
L3	165.32'	N86°49'04"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	34.56'	22.00'	90°00'00"
C2	27.64'	32.00'	49°29'03"
C3	34.56'	22.00'	90°00'00"



LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- VARA EASEMENT LINES
- MONUMENT LINE
- PROPERTY BOUNDARY
- FOUND MONUMENT
- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

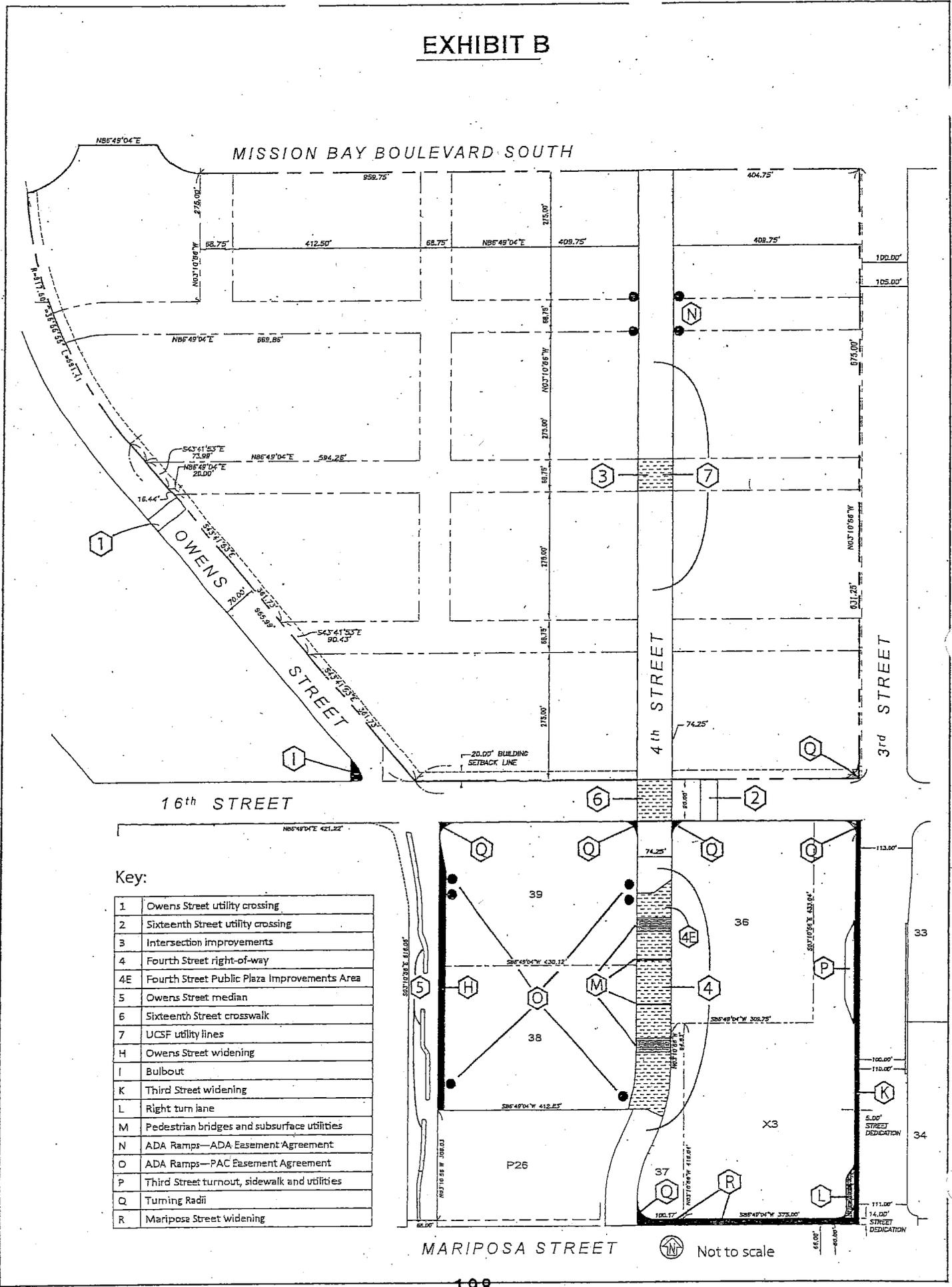


BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.

<p>GHD Inc. 417 Montgomery Street, Suite 700 San Francisco California 94104 USA T 415 253 4570 F 415 253 4580 W www.ghd.com</p>		MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO		REVISION
		DR JS	SCALE AS NOTED	SHEET 4 OF 4
PLAT TO ACCOMPANY LEGAL DESCRIPTION UCSF MISSION BAY CAMPUS SITE (PARCELS 3 AND 4)			DATE 6/1/12	EXHIBIT NO A-2

EXHIBIT B



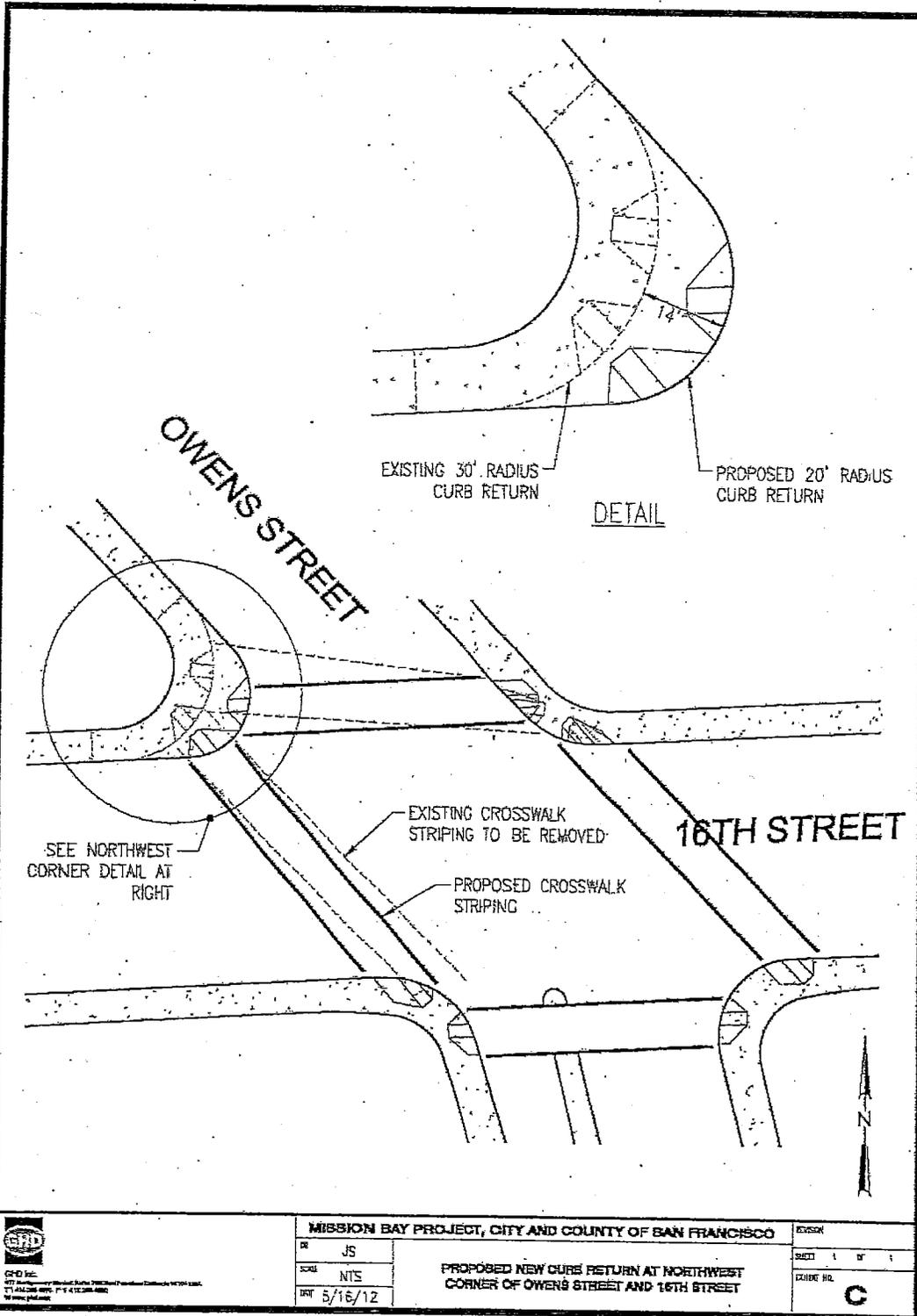
Key:

1	Owens Street utility crossing
2	Sixteenth Street utility crossing
3	Intersection improvements
4	Fourth Street right-of-way
4E	Fourth Street Public Plaza Improvements Area
5	Owens Street median
6	Sixteenth Street crosswalk
7	UCSF utility lines
H	Owens Street widening
I	Bulbout
K	Third Street widening
L	Right turn lane
M	Pedestrian bridges and subsurface utilities
N	ADA Ramps—ADA Easement Agreement
O	ADA Ramps—PAC Easement Agreement
P	Third Street turnout, sidewalk and utilities
Q	Turning Radii
R	Mariposa Street widening

MARIPOSA STREET

Not to scale

**EXHIBIT C
BULBOUT AREA**

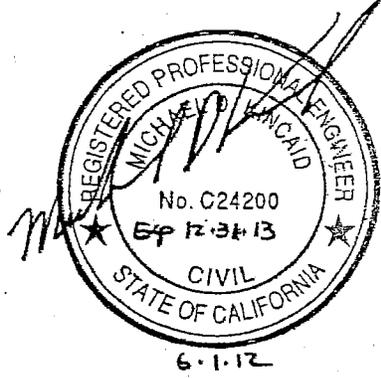
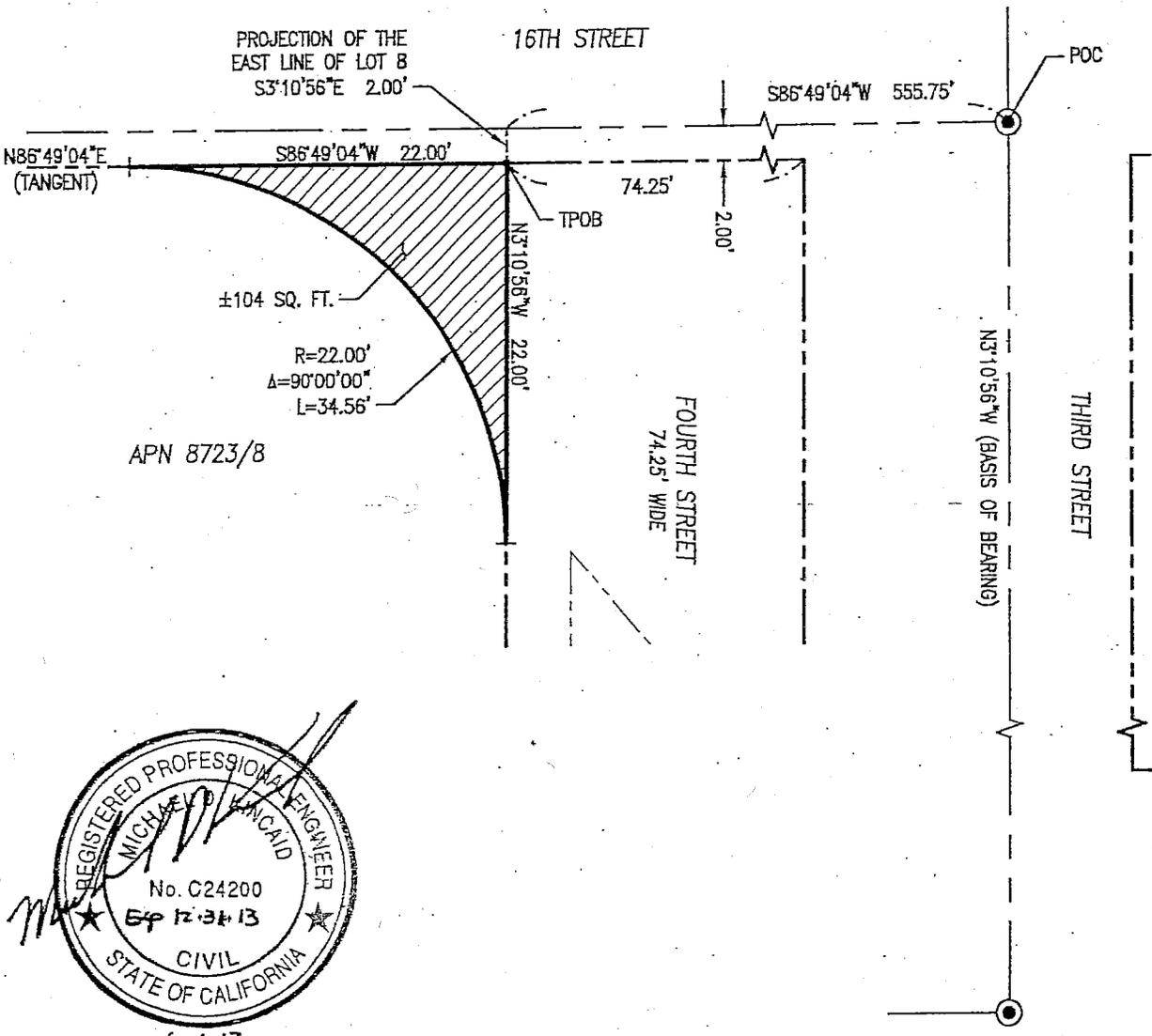


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MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO		DESIGN
DR	JS	SHEET 1 OF 1
SCALE	NTS	EXHIBIT NO.
DATE	5/16/12	C
PROPOSED NEW CURB RETURN AT NORTHWEST CORNER OF OWENS STREET AND 16TH STREET		

N:\US_San Francisco\Projects\Catalina - MB\12-048 Blocks 30-39 ROW Exhibit\06-CAD\UCSF Item 12\ Item 12 exhibit A-1.dwg Jun 11, 2012 -- 11:38am



LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- MONUMENT LINE
- DEDICATION BOUNDARY
- DEDICATION AREA
- FOUND MONUMENT
- TPOB
- POC
- TRUE POINT OF BEGINNING
- POINT OF COMMENCEMENT

BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



GHD Inc.
477 Montgomery Street Suite 700 San Francisco California 94104 USA
T: 415 223 4270 F: 415 223 4982
W: www.ghd.com



MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO

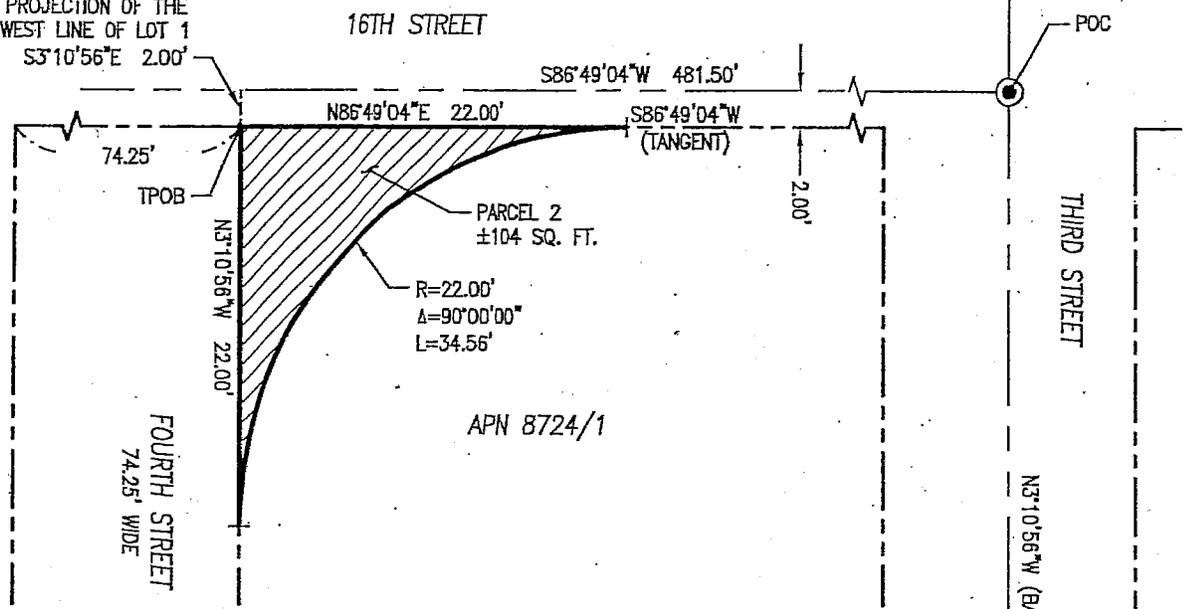
DR	JS
SCALE	AS NOTED
DATE	6/1/12

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOURTH STREET INTERSECTION AT 16TH STREET
DEDICATION

REVISION	
SHEET	1 OF 7
EXHIBIT NO.	D

G:\California - ME\12-048 Blocks 39-39 ROW Exhibits\09-CAD\UCSF Item 08-09-11-14\Item 08-09-11-14 exhibit A-1 sheets 3-4.dwg Jun 11, 2012 - 12:00pm

PROJECTION OF THE WEST LINE OF LOT 1
 S3°10'56"E 2.00'

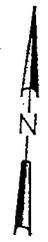


LEGEND

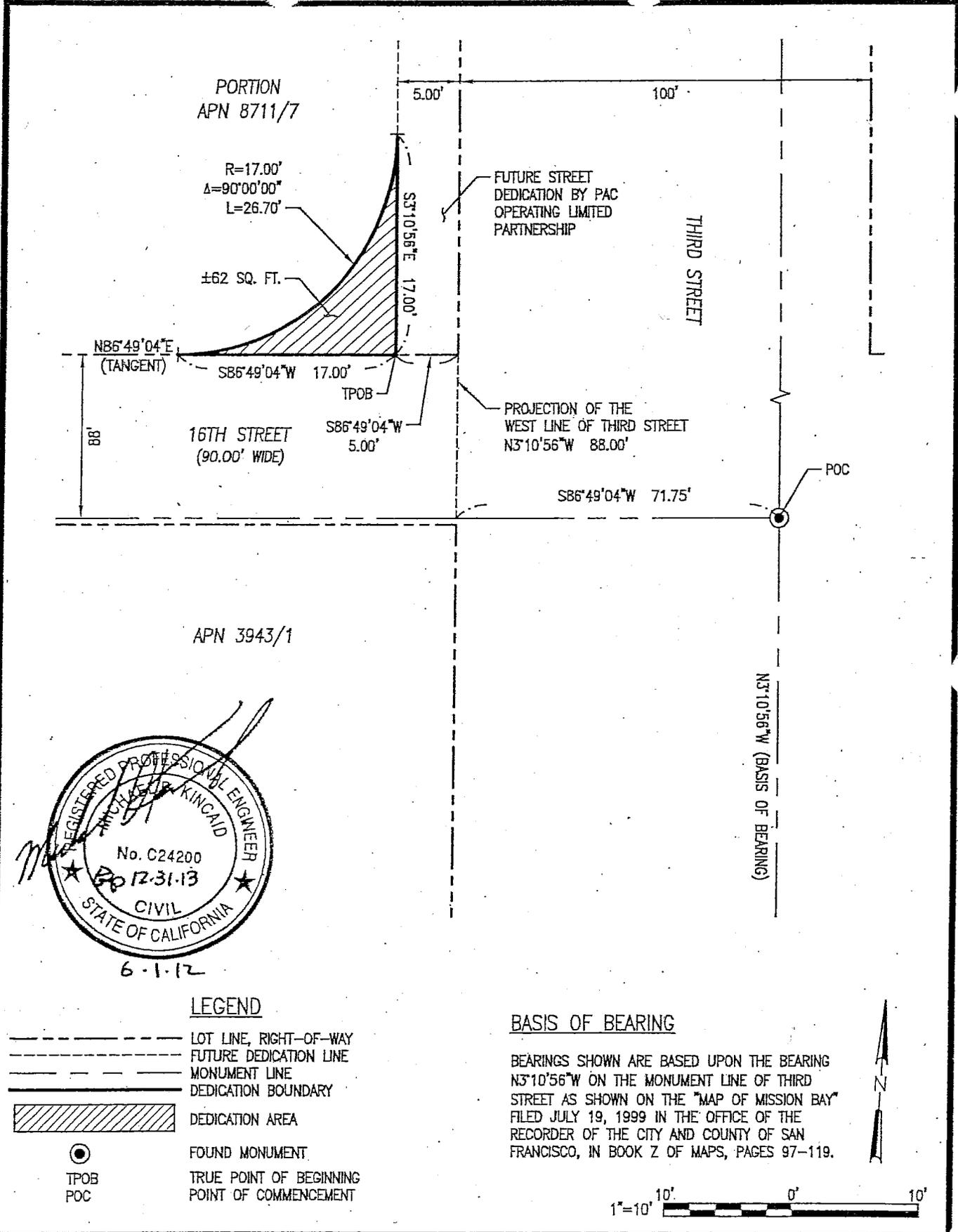
- LOT LINE, RIGHT-OF-WAY
- MONUMENT LINE
- DEDICATION BOUNDARY
- DEDICATION AREA
- FOUND MONUMENT
- TPOB
- POC
- TRUE POINT OF BEGINNING
- POINT OF COMMENCEMENT

BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



 GHD Inc. 417 Montgomery Street, Suite 700 San Francisco California 94104 USA T 415 283 4970 F 415 283 4980 W www.ghd.com		MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO		REVISION
		DR JS	PLAT TO ACCOMPANY LEGAL DESCRIPTION THIRD STREET AND FOURTH STREET INTERSECTIONS AT 16TH STREET AND MARIPOSA STREET DEDICATIONS (PARCEL 2)	
SCALE AS NOTED		DATE 6/1/12		DRAWING NO. D

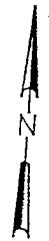


LEGEND

- LOT LINE, RIGHT-OF-WAY
- FUTURE DEDICATION LINE
- MONUMENT LINE
- DEDICATION BOUNDARY
- DEDICATION AREA
- FOUND MONUMENT
- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



G:\C:\cellius - MR\12-040 Blocks 39-39 ROW Exhibits\08-CAD\UCSF Item 07\ Item 07 exhibit A-1.dwg Jun 11, 2012 - 12:06pm

 GHD Inc. 417 Montgomery Street, Suite 700 San Francisco California 94104 USA T 1 415 253 4876 F 1 415 253 4888 W www.ghd.com		MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO		REVISION
		DR JS	SCALE AS NOTED	SHEET 3 OF 7
		DATE 6/1/12	PLAT TO ACCOMPANY LEGAL DESCRIPTION THIRD STREET INTERSECTION AT 16TH STREET DEDICATION FROM UNIVERSITY OF CALIFORNIA, SAN FRANCISCO	
			EXHIBIT NO. D	

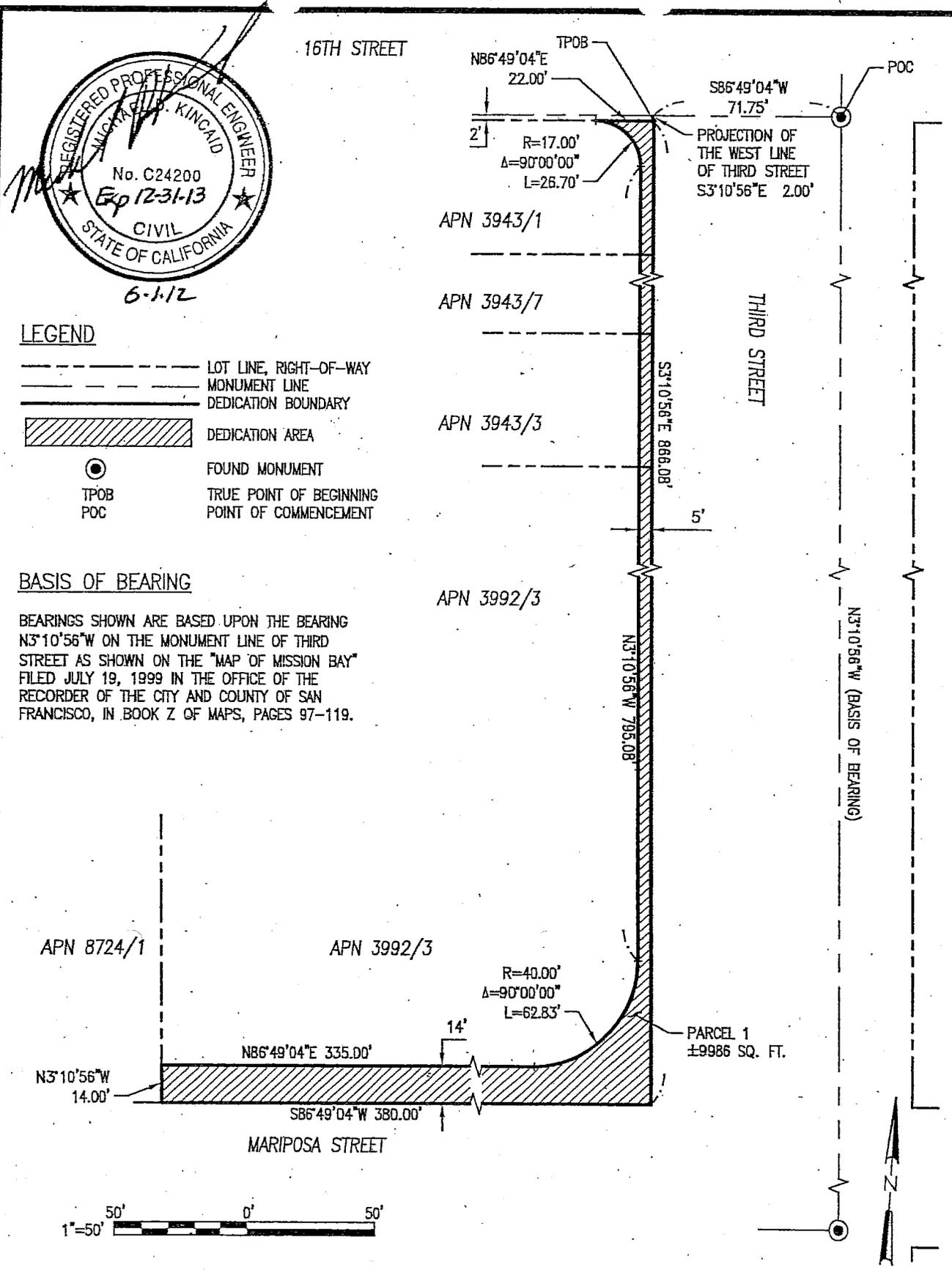


LEGEND

- LOT LINE, RIGHT-OF-WAY
- MONUMENT LINE
- DEDICATION BOUNDARY
- DEDICATION AREA
- FOUND MONUMENT
- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

BASIS OF BEARING

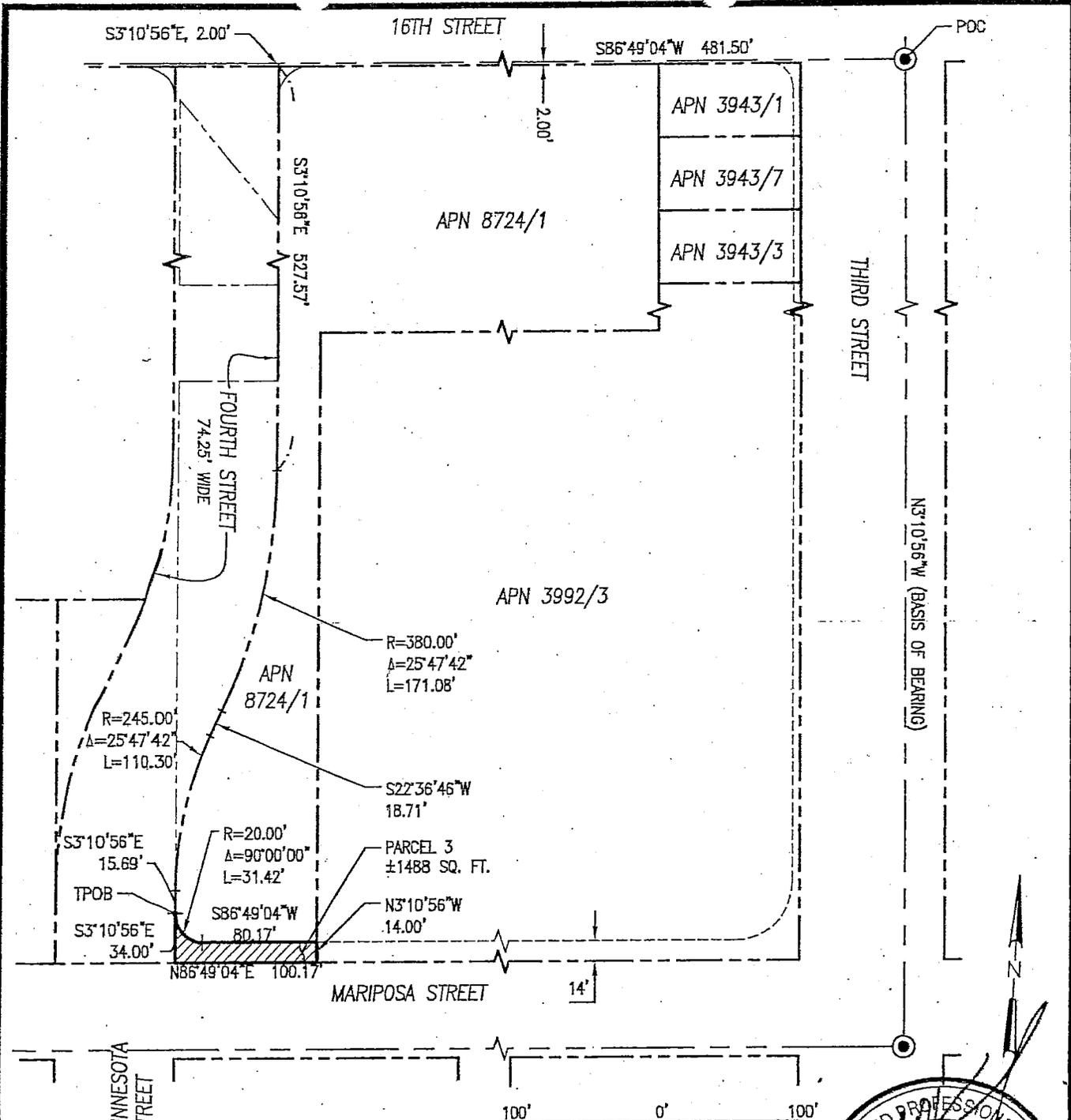
BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



G:\California - MB\12-048 Blocks 38-38 ROW Exhibits\08-CAD\UCSF Item 08-08-11-14\Item 08-08-11-14 Exhibit A-1 sheet 2.dwg Jun 11, 2012 - 12:09pm

<p>GHD Inc. 477 Montgomery Street, Suite 700 San Francisco California 94104 USA T 415 255 4570 F 415 255 4590 W www.ghd.com</p>		MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO		REVISION
		DR JS	PLAT TO ACCOMPANY LEGAL DESCRIPTION THIRD STREET AND FOURTH STREET INTERSECTIONS AT 16TH STREET AND MARIPOSA STREET DEDICATIONS (PARCEL 1)	
SCALE AS NOTED				DRAWING NO.
DATE 6/1/12				D

G:\Cellular - MB\12-048 Blocks 30-39 ROW Exhibits\08-CAD\UCSF Item 08-09-11-14\Item 08-09-11-14 exhibit A-1 sheets 3-4.dwg Jun 11, 2012 - 12:15pm

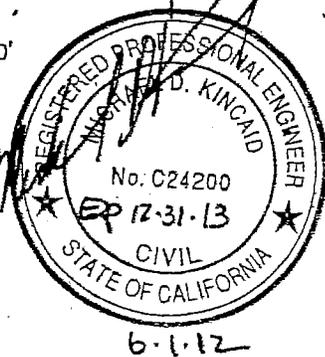


LEGEND

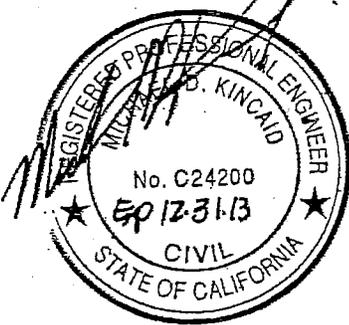
	LOT LINE, RIGHT-OF-WAY
	PARCELS WITHIN CITY RIGHT-OF-WAY
	FUTURE DEDICATION LINE
	MONUMENT LINE
	DEDICATION BOUNDARY
	DEDICATION AREA
	FOUND MONUMENT
	TPOB
	POC
	TRUE POINT OF BEGINNING
	POINT OF COMMENCEMENT

BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



 GHD Inc. 417 Montgomery Street Suite 700 San Francisco California 94104 USA T 415 263 4970 F 415 263 4980 W www.ghd.com		MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO		REVISION
		DR JS SCALE AS NOTED DATE 6/1/12	PLAT TO ACCOMPANY LEGAL DESCRIPTION THIRD STREET AND FOURTH STREET INTERSECTIONS AT 16TH STREET AND MARIPOSA STREET DEDICATIONS (PARCEL 3)	



16TH STREET

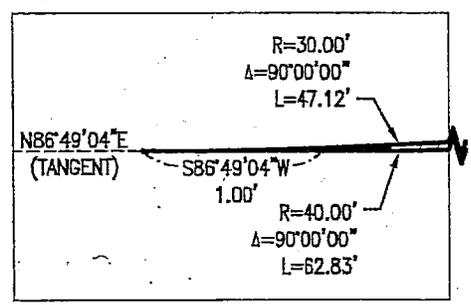
LEGEND

- LOT LINE, RIGHT-OF-WAY
- FUTURE DEDICATION LINE
- MONUMENT LINE
- DEDICATION BOUNDARY
- DEDICATION AREA
- FOUND MONUMENT
- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

BASIS OF BEARING

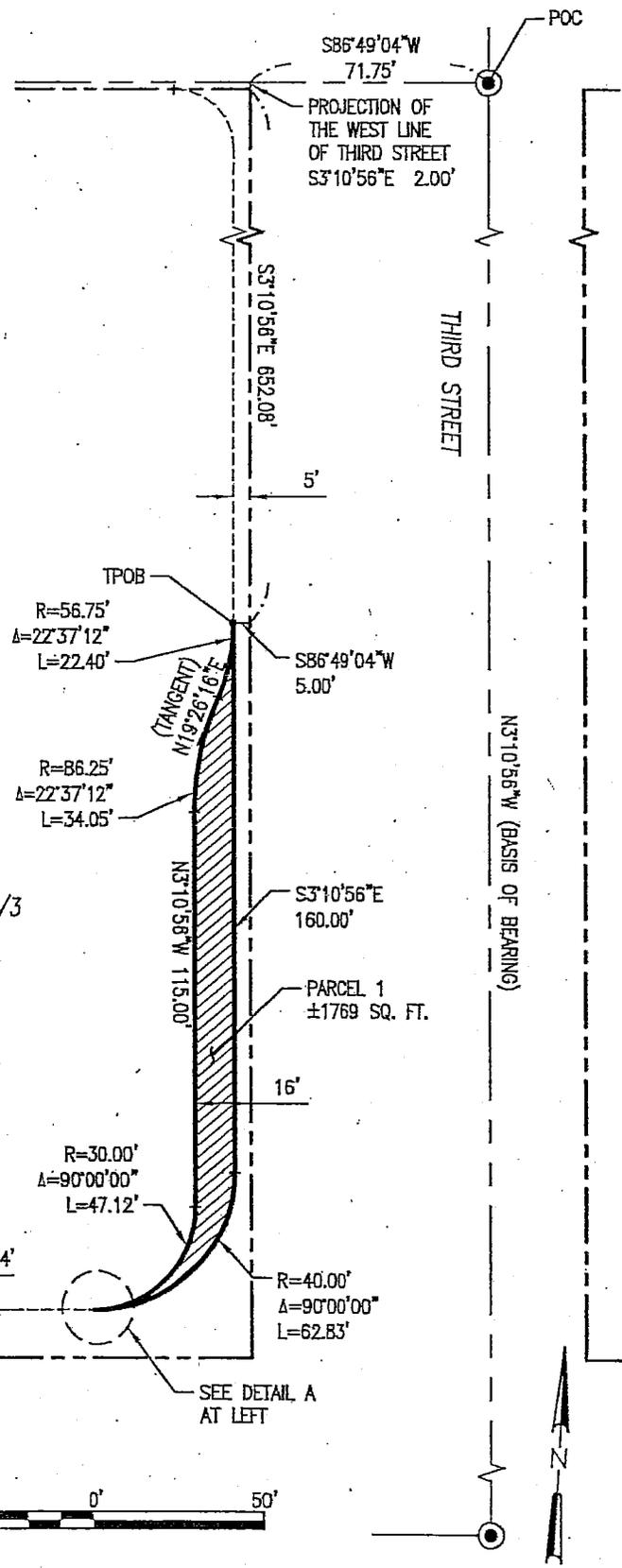
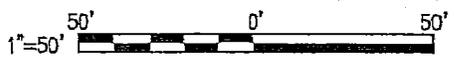
BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.

APN 3992/3



DETAIL A
1"=1'

MARIPOSA STREET



G:\Caltrans\1-MB\12-046 Block\36-39 ROW Exhibits\06-CAD\USFS Item 10\ Item 10 exhibit A-1.dwg Jun 11, 2012 - 12:19pm



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MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO	
DR	JS
SCALE	AS NOTED
DATE	6/1/12

REVISION	
SHEET	6 OF 7
EXHIBIT NO.	D

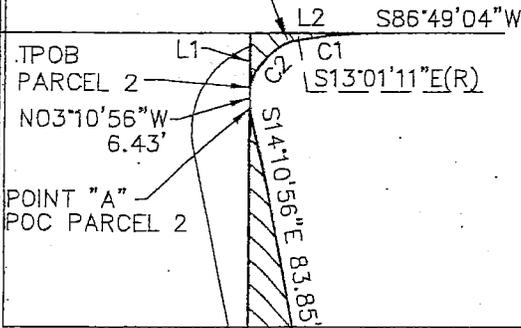
APN 8709/22

APN 8722/3

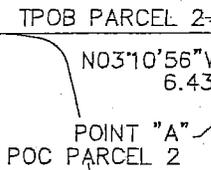
PARCEL 2
(114 SQ.FT.)

SIXTEENTH STREET
(90' WIDE)

90.00'



PARCEL 2
(114 SQ.FT.)



SEE DETAIL
LEFT HEREON

DETAIL

1"=60'

APN 8727/9
LOT 3
BOOK DD, PGS 170-176

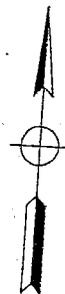
APN 8727/8
LOT 1
BOOK DD, PGS 170-176

LINE TABLE		
LINE	LENGTH	BEARING
L1	16.79	N03°10'56"W
L2	40.95	N86°49'04"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	26.44	154.02	9°50'15"
C2	21.96	18.00	69°53'14"

APN 8723/8
DOC. 2005-1982318

PARCEL 1
(8,827 SQ.FT.)



BASIS OF BEARING

"MAP OF MISSION BAY" BLOCK Z OF MAPS
AT PAGES 97-119, CCSFR

LEGEND

- DEDICATION LINE
- LOT LINE,
- RIGHT-OF-WAY LINE
- DEDICATION AREA
- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- (T) TOTAL
- (R) RADIAL BEARING

F3 & Associates, Inc.
Land Surveying

701 East H Street, Benicia, CA 94510
Phone (707) 748-4300 Fax (707) 361-9521

JOB NO: 12033

FUTURE OWENS STREET

APN 8727/10
LOT A
BOOK DD, PGS 170-176

APN 8727/11
LOT B
BOOK DD, PGS 170-176

APN 8723/5

POB
PARCEL 1
CCSF

S86°49'04"W
16.00'

APN 8723/3

APN 8723/6

APN 8723/4

CITY AND COUNTY OF SAN FRANCISCO

EXHIBIT D

PLAT TO ACCOMPANY LEGAL DESCRIPTION,
DEDICATION FOR STREET RIGHT-OF-WAY
PORTION DOC. 2005 H982318

SCALE: 1in = 100ft.

DATE: 5/30/2012

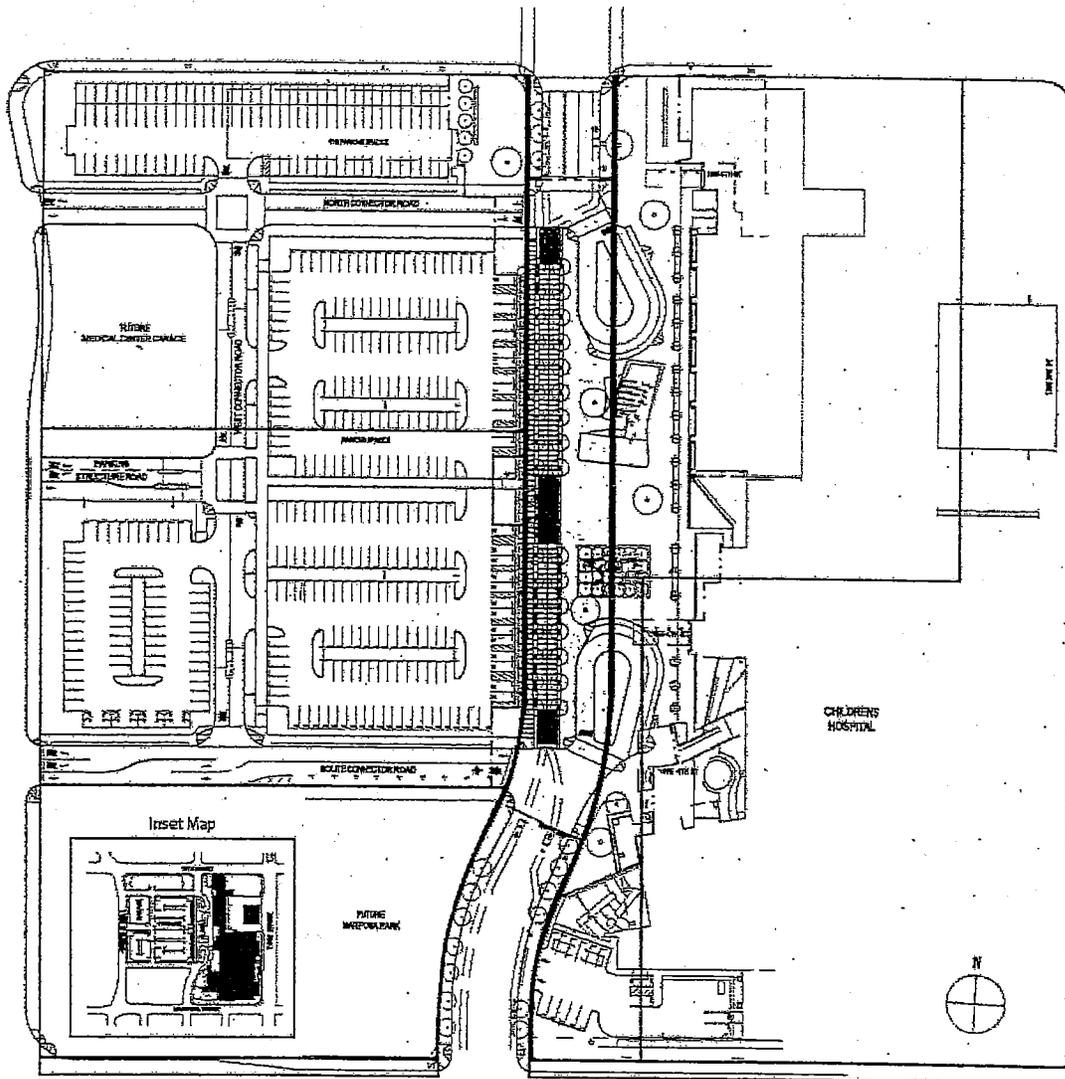
DRAWN BY:
STAFF

AREA
8,941 SQ. FT.

SHEET NO.
7 OF 7

EXHIBIT E
PLAZA DESIGN

Exhibit E





MISSION BAY SOUTH
MEMORANDUM OF MODIFICATIONS (NO.5)
(Mission Bay South Infrastructure Plan)

Date: June __, 2012

Related Action: Street Name Changes

Related Action: City Approved Design and Construction Changes

Related Action: University of California Medical Center Proposal for Plaza on Fourth Street between 16th Street and Mariposa Street and related Traffic Improvement Measures

Modification: Non-Material Changes to Infrastructure Plan

This Memorandum of Modifications No. 5 (Mission Bay South Infrastructure Plan) ("Memorandum") is dated for convenience of reference as of the date above written. Unless otherwise defines herein, all initially capitalized terms in this Memorandum shall have the meaning given in the Mission Bay Subdivision Code ("Subdivision Code") and in the Redevelopment Plan for the Mission Bay South Redevelopment Project and its implementing documents, including the Mission Bay South Owner Participation Agreement ("South OPA") and the Mission Bay South Interagency Cooperation Agreement.

This Memorandum is made with reference to the following facts and circumstances:

- A. The Original South Infrastructure Plan was amended by:
 1. Memo of Modification (NO. 1) dated November 2000
 2. Memo of Modification (NO. 2) dated January 4, 2001
 3. Memo of Modification (NO. 3) was never executed
 4. Memo of Modification (NO. 4) dated February 13, 2002

- B. UCSF submitted a Major Encroachment Permit Application for a 4th Street Plaza and other surface enhancements and utility crossings. The allow proposed to provide Traffic Improvements to address revised traffic patterns because of the closing of Fourth Street to through non-emergency vehicular traffic.

- C. The UCSF improvements were found to be consistent with the General Plan by the Department of City Planning; Consistent with the Redevelopment Plan by the Office of City Administrator as Successor to the San Francisco Redevelopment Agency.

- D. The parties wish to confirm for the convenience of reference, the completion by the City and all of its departments, and by the Successor to the Redevelopment Agency, of their respective reviews of the proposed non-material amendments to the Infrastructure Plan as they relate to changes contained the the attached comprehensive amendment of the South Infrastructure Plan and Section 15.2 of the Mission Bay South Interagency Cooperation Agreement, of such non-material amendments to the Infrastructure Plan, which amends and restates the Infrastructure Plan in its entirety.

RESOLUTION NO. 8-2012

Adopted June 11, 2012

ADOPTING ENVIRONMENTAL REVIEW FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND CONDITIONALLY APPROVING A COMBINED BASIC CONCEPT AND SCHEMATIC DESIGN FOR A NEW PUBLIC PLAZA AND PEDESTRIAN AND BICYCLE FACILITIES ON BLOCKS 36-37 AND THE 4TH STREET RIGHT-OF-AWAY IN MISSION BAY TO SERVE THE FUTURE UNIVERSITY OF CALIFORNIA, SAN FRANCISCO MEDICAL CENTER PURSUANT TO THE OWNER PARTICIPATION AGREEMENT WITH FOCIL-MB, LLC

WHEREAS, On September 17, 1998, the Commission of the Redevelopment Agency of the City and County of San Francisco ("Redevelopment Commission") approved the Redevelopment Plan for the Mission Bay South Redevelopment Project Area ("Plan") by Resolution No. 190-98, following certification of the Final Subsequent Environmental Impact Report ("FSEIR") for the Mission Bay North and South Redevelopment Plans and adoption of CEQA Findings and a Statement of Overriding Considerations pursuant to the California Environmental Quality Act ("CEQA") and State CEQA Guidelines by Resolution No. 182-98 and adopted CEQA Findings and a Statement of Overriding Considerations by Resolutions Nos. 182-98 and 183-98, respectively. On the same date, the Redevelopment Commission adopted related documents, including Resolution No. 193-98 authorizing execution of an Owner Participation Agreement ("South OPA") and related documents between Catellus Development Corporation, a Delaware corporation ("Catellus"), and the Redevelopment Agency. On November 2, 1998, the San Francisco Board of Supervisors ("Board of Supervisors"), affirmed the certification of the FSEIR by Motion 98-132, adopted CEQA Findings and a Statement of Overriding Considerations by Resolution No. 854-98 and by Ordinance No. 335-98, adopted the Plan. The Plan and its implementing documents, as defined in the Plan, constitute the "Plan Documents," and,

WHEREAS, The Redevelopment Commission has issued various addenda to the FSEIR, including Addendum #6, dated September 8, 2008, which concluded that revisions proposed by The Regents of the University of California ("The Regents") to the University of California San Francisco ("UCSF") Medical Center at Mission Bay ("MCMB") did not result in any new significant impacts or increase the severity of previously identified impacts in the FSEIR; and,

WHEREAS, The Plan and the Plan Documents, including the Design Review and Document Approval Procedure, Attachment G to the South OPA ("DRDAP"), obligate a review process for the approval of schematic designs for public open spaces in Mission Bay; and,

WHEREAS, On March 17, 2005, The Regents certified a Final Environmental Impact Report for Long Range Development Plan Amendment #2 – Hospital Replacement Program (“LRDP Amendment #2 FEIR”). The LRDP Amendment #2 FEIR considered the environmental impacts of a number of potential hospital replacement scenarios, including two sites in Mission Bay. On the same date, The Regents approved an amendment to its Long Range Development Plan (“LRDP”) which stated that the initial phase of hospital replacement will be the development of an approximately 210-bed specialty hospital in the Mission Bay South Project Area; and,

WHEREAS, On November 1, 2005 the Redevelopment Commission approved a Memorandum of Understanding with The Regents (“MOU”) to address the fiscal and design implications of UCSF’s development of a hospital on Blocks 36 to 39. Also on November 1, 2005, the Commission approved a Second Amendment to the South OPA with Catellus Operating Limited Partnership and FOCIL-MB, LLC, to allow for the transfer of Blocks 36 to 39 to the Regents. In approving the MOU and amended OPA, the Commission acted as a “responsible” agency relied on the LRDP Amendment #2 FEIR and its accompanying mitigations to adopt environmental findings; and,

WHEREAS, On September 18, 2008, The Regents certified a Final Environmental Impact Report for a revised hospital plan for Mission Bay South on Blocks 36-39 and X3 (“MCMB FEIR”), which included the development of a hospital in Mission Bay of up to a 289 beds in Phase I, with additional 261 beds in Phase II. At the same time, The Regents adopted CEQA Findings, including a Statement of Overriding Considerations, and approved the Phase I hospital; and,

WHEREAS, Subsequently, on April 22, 2009, The Regents certified a Final Supplemental Environmental Impact Report to analyze a Residential Sound Reduction related to the operations of a helipad at the Medical Center Program (“Final UCSF Helipad SEIR”), adopted CEQA Findings and approved operation of a helipad at the MCMB; and,

WHEREAS, On March 2, 2010, the Redevelopment Commission approved an amendment to the MOU with The Regents to incorporate X3 in the hospital plan. In approving the Amended MOU, the Commission acted as a “responsible” agency and used the MCMB FEIR, the Final UCSF Helipad SEIR, and accompanying mitigations to adopt environmental findings; and,

WHEREAS, Under Assembly Bill No. XI 26 (Chapter 5, Statutes of 2011-12, First Extraordinary Session) (“AB 26”) and the California Supreme Court’s decision in California Redevelopment Association v. Matosantos, No. S194861, the Redevelopment Agency, together with all other redevelopment agencies in the State of California, dissolved by operation of law on February 1, 2012; and,

- WHEREAS, Consistent with AB 26, on January 24, 2012 the City's Board of Supervisors approved and on January 26, 2012 the Mayor signed Resolution No. 11-12 (the "Board of Supervisors Resolution"), providing for the City to become the successor agency of the Redevelopment Agency ("Successor Agency"), and to acquire its housing and non-housing assets, funds and enforceable obligations, and to fulfill its rights and duties as successor agency to the Redevelopment Agency under AB 26; and,
- WHEREAS, AB 26 places successor agencies' performance of their duties under the supervision of newly established oversight boards, which are different from the local legislative bodies and which will oversee the fiscal management of future successor agency activities regarding the enforceable obligations; and,
- WHEREAS, The Mayor (with confirmation by the Board of Supervisors) and the taxing entities have appointed members to the oversight board of the City and County of San Francisco (the "Oversight Board"); and,
- WHEREAS, In addition to the duties that AB 26 places on this Oversight Board, the City delegated to this Oversight Board, through the Board of Supervisors Resolution, certain authority and responsibility regarding the implementation of the Mission Bay Project; and,
- WHEREAS, The City delegation to this Oversight Board included the authority to grant approvals under specified land use controls for the Mission Bay Project consistent with the approved Plan and enforceable obligations, in place of the commission of the former Redevelopment Agency, with delegation to City staff ("Successor Agency staff") consistent with the former Redevelopment Agency's policies and procedures; and,
- WHEREAS, UCSF has proposed the development of a public plaza on the UCSF Medical Center site and on the adjacent City 4th Street right-of-way property between 16th and Mariposa Streets ("4th Street Public Plaza"). 4th Street currently terminates at 16th Street. 4th Street adjacent to the UCSF Medical Center site has been planned as a City street but has not yet been constructed. The 4th Street Public Plaza is designed to provide a safe east/west connection between UCSF's facilities on either side of 4th Street, and accommodation through access on Fourth Street from 16th to Mariposa Streets for pedestrians and bicycles and for emergency vehicles. The plaza will contain plantings, benches, pathways for pedestrians and bicycles, and an amphitheater. If UCSF approves Phase II of the UCSF Medical Center, two enclosed pedestrian bridges are proposed between the UCSF medical center buildings on either side of 4th Street; and,
- WHEREAS, On May 18, 2012, The Regents certified the Final Environmental Impact Report for the University of California, San Francisco Campus Medical Center at Mission Bay - 4th Street Public Plaza Project ("Project FEIR") and adopted environmental findings pursuant to CEQA. The Project FEIR analyzes the environmental effects of having the University construct and

maintain a public plaza on Fourth Street between 16th Street and Mariposa Street; it also analyzes the effects of implementing eight traffic improvement measures identified by the University, some of which are necessary to avoid significant traffic effects if the University approves and implements the second phase of the UCSF Medical Center at Mission Bay. As evaluated in the FEIR, development of the 4th Street Public Plaza will not result in any significant and unavoidable impacts. Further the Project FEIR did not identify any project specific mitigation measures; however, the Project incorporates mitigation into its description and The Regents established a Mitigation Monitoring and Reporting Program that includes all of the mitigation measures identified in the LRDP Amendment #2 FEIR and MCMB FEIR incorporated as part of the project, as described in the Project Description of the Project FEIR; and;

WHEREAS, UCSF, as a State agency, is exempt from local land use controls. However, for the portions of the 4th Street Public Plaza within the 4th Street public right-of-way, UCSF has committed itself to be subject to the Mission Bay design process outlined in the Plan and Plan Documents. This will be memorialized as part of a Master Agreement that will be approved by the Board of Supervisors; and,

WHEREAS, Pursuant to the DRDAP, UCSF submitted a final Combined Basic Concept and Schematic Design packet for the 4th Street Public Plaza dated May 29, 2012 (Schematic Design"); and,

WHEREAS, Agency staff has reviewed the Combined Basic Concept and Schematic Design packet for purposes of compliance with CEQA; and,

WHEREAS, Successor Agency staff has reviewed the Combined Basic Concept and Schematic Design for the 4th Street Public Plaza and finds that the Oversight Board can consider approval pursuant to CEQA Guidelines Section 15096, relying on the Project FEIR as a responsible agency as defined by CEQA Guidelines Section 15381. Successor Agency staff has prepared findings in accordance with CEQA, the CEQA Guidelines, and San Francisco Administrative Code Chapter 31 ("Chapter 31"), for consideration by the Oversight Board with respect to its approval of the Project (the "CEQA Findings"); which findings are found in Attachment A to this Resolution, and Exhibit I, the Mitigation Monitoring and Reporting Program for the Project. As explained in the findings, Oversight Board approval will not change the scope of the project analyzed in the Project FEIR and no major revisions are required due to new significant environmental effects or a substantial increase in the severity of significant effects previously identified in the FEIR, that no substantial changes have occurred with respect to the circumstances under which the project would be undertaken, and that no new information of substantial importance to the project analyzed in the FEIR has become available; and,

WHEREAS, Successor Agency staff, in making the necessary findings for the approval action contemplated herein, considered and reviewed the Project FEIR,

and has made documents related to the Schematic Design and the FEIR files available for review by the Oversight Board and the public, and these files are part of the record before the Oversight Board; and,

WHEREAS, Successor Agency staff has reviewed the and Schematic Design and finds it acceptable and recommends approval thereof, subject to the resolution of certain conditions; now, therefore, be it:

RESOLVED, That the Oversight Board finds and determines that the Combined Basic Concept and Schematic Design submission is an Implementing Action within the scope of the project analyzed in the Project FEIR and requires no additional environmental review pursuant to State CEQA Guidelines Sections 15096, 15162 and 15163 for the following reasons:

1. The Project FEIR, prepared and certified as adequate by The Regents and the University, has been made available for review by the Oversight Board and the public and this document is part of the record before the Oversight Board.
2. The Oversight Board has reviewed and considered the Project FEIR and the record as a whole, finds that the Project FEIR is adequate for its use as the decision-making body for the approval of the project under California Public Resources Code Section 21161.5 and hereby adopts and incorporates into this resolution by this reference the CEQA Findings in Attachment A, including Exhibit 1.
3. The Oversight Board finds that the approval of the Schematic Design for the project is within the scope of the project analyzed in the Project FEIR.
4. The Oversight Board finds that since The Regents certified the Project FEIR, there have been no substantial project changes and no substantial changes in project circumstances that would require major revisions to the Project FEIR due to the involvement of the new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the Project FEIR.
5. The Oversight Board has not identified any feasible alternative or additional feasible mitigation measures within its powers that would substantially lessen or avoid any significant effect the project would have on the environment;

and, now, be it further

RESOLVED, That the Oversight Board has reviewed and considered the Project FEIR findings and hereby adopts the CEQA findings set forth in Attachment A, including Exhibit 1, which are incorporated herein; and, be it further

RESOLVED, That Oversight Board approves the Combined Basic Concept and Schematic Design for the 4th Street Public Plaza, subject to the following conditions:

1. The approval of the Combined Basic Concept and Schematic Design is contingent on approval of the Minor Mission Bay South Infrastructure Plan amendment by the Mayor and Director of the Department of Public Works, as well as the approval by the San Francisco Board of Supervisors of all the related legislation required to implement the 4th Street Public Plaza by UCSF.
2. Staff shall review and approve the final furnishings for the 4th Street Public Plaza, including bike racks, benches, signage, and light poles during design development. UCSF shall consider the long-term durability, maintenance requirements, and the sustainability of the materials when selecting furnishings.
3. Final hardscape materials for the 4th Street Public Plaza, including all paving materials and patterns, shall be reviewed and approved by staff during the design development. Attention will be given to the shared pedestrian/bicycle promenade, as well as to the pedestrian and vehicle interface at the drop-off, to ensure safe and compatible use by all modes of transportation.
4. A final planting plan for the 4th Street Public Plaza, including all new trees, planting palette, stormwater treatment basins, amphitheater, and tree grove area, shall be reviewed by staff for approval during design development.
5. The lighting plan, including lighting fixtures and locations, shall be reviewed and approved by staff during design development to ensure that the lighting plan promotes the public character of the plaza, as well as defines the promenade as a major north-south public thoroughfare for pedestrians and bicyclists. Attention shall be given to the proposed building parapet flood lights to ensure that they do not overly light the plaza and affect the adjacent neighborhood.
6. Once UCSF completes final designs for Phase 2 of the UCSF Mission Bay Medical Center, UCSF shall work with Successor Agency and City staff to revisit the 4th Street Public Plaza design to determine what modifications, if any, to the plaza may be necessary to accommodate the final design of Phase 2 of the Medical Center. Specific attention will be given to minimizing the size of the drop-offs and retaining a safe movement of pedestrian,

bicycle, and emergency vehicles. The approval process for the Phase 2 plaza improvements shall be subject to the Mission Bay South Design Review and Document Approval Procedures, or an alternative City design review process if the Mission Bay South Redevelopment Plan has already expired.

7. The project boundaries shown on Pages 4 and 5 of the Combined Basic Concept and Schematic Design are identified for purposes of developing the Combined Basic Concept and Schematic Design only. The actual project boundaries for purposes of construction and permitting will be determined by Department of Public Works staff.
8. Approval of the Combined Basic Concept and Schematic Design does not constitute approval of the various technical studies completed by UCSF for the preparation of the overall plaza design.

I hereby certify that the foregoing resolution was adopted by the Oversight Board at its meeting of June 11, 2012.

Natasha Jones

Board Secretary

ATTACHMENT A

CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS RELATED TO THE IMPLEMENTATION OF THE UNIVERSITY OF CALIFORNIA REGENTS SAN FRANCISCO CAMPUS, MEDICAL CENTER AT MISSION BAY – FOURTH STREET PUBLIC PLAZA PROJECT CITY AND COUNTY OF SAN FRANCISCO

I. INTRODUCTION

These Findings are made by the City by and through the Oversight Board, Successor Agency to the former San Francisco Redevelopment Agency (the “City”) in its capacity as a responsible agency pursuant to the California Environmental Quality Act, California Public Resources Code section 21000 et seq., (“CEQA”) with respect to the Final Environmental Impact Report (“FEIR”) (SCH # 2011122065) for The Board of Regents (“The Regents”) of the University of California, San Francisco Campus (“UCSF”) Medical Center at Mission Bay (“MCMB”) – Fourth Street Public Plaza Project (“Project”). These findings are made in light of substantial evidence in the record of Project proceedings, including but not limited to, the Project FEIR prepared by The Regents pursuant to CEQA and the State CEQA Guidelines, 14 California Code of Regulations Sections 15000 et seq., (the “CEQA Guidelines”).

This document is organized as follows:

Article 1 explains the purpose of the findings and organization of the document.

Article 2 describes the Project and the environmental review process undertaken by The Regents.

Article 3 describes the actions to be taken by the City in its capacity as a responsible agency.

Article 4 provides the basis for the City's approval of the Project and a description of the alternatives included in the FEIR. In approving the Project, The Regents concluded that all of the alternatives are infeasible or undesirable. This Article summarizes The Regents findings concerning the alternatives.

Article 5 sets forth findings as to significant impacts related to the City's approval action as identified in Article 3 and the disposition of each of the mitigation measures proposed in the Project FEIR that will mitigate significant environmental effects related to the City's approval action. Exhibit 1, attached to these findings, contains the Mitigation Monitoring and Reporting Program for the Project.

The City has reviewed the Project FEIR prepared by The Regents as lead agency and certified by The Regents in May 2012 and has reached its own conclusion on whether and how to approve those portions of the Project that are within the City's jurisdiction. These findings are based on the record of proceedings, including, but not limited to, the Project FEIR and MCMB FEIR and the CEQA Findings and Statement of Overriding Considerations adopted by the Agency in March 2010, upon its approval of

modifications to an MOU with UCSF, based on the MCMB FEIR. These records and other information in the administrative record provide the basis for the City's approval of the Project and support the CEQA Findings set forth below.

As a responsible agency, the City's role is limited. The CEQA Guidelines provide that a responsible agency has responsibility for mitigating or avoiding only the direct or indirect environmental effects of those parts of a project which it decides to carry out, finance or approve. (CEQA Guidelines Section 15096(g)(1)). Where an EIR has been prepared for a project, a responsible agency can refuse to approve the project as proposed if the responsible agency finds feasible alternative or feasible mitigation measures within its powers that would substantially lessen or avoid the significant impacts the project would have on the environment. (CEQA Guidelines Section 15096(g)(2)).

II. PROJECT DESCRIPTION AND CEQA PROCESS

A. Project Description

The Project is in furtherance of the implementation of The Regents Long Range Development Plan ("LRDP") for the UCSF campus. In March 2005, The Regents approved the LRDP Amendment #2, a comprehensive future hospital facilities plan for UCSF designed to satisfy new California-mandated seismic and life safety standards, as set out in the Alfred E. Alquist Hospital Facilities Seismic Safety Act (Senate Bill 1953).

The LRDP Amendment #2 FEIR (SCH# 2004072067) analyzed several proposed hospital scenarios including facilities of various sizes and locations in Mission Bay. As approved by The Regents, the LRDP Amendment #2 provided that in the initial LRDP Phase (through 2012), the Regents would develop three integrated specialty hospitals including a hospital with about 210 beds at Mission Bay. In September 2008, the Regents certified the MCMB FEIR (SCH# 2008012075), which analyzed the development of the MCMB hospital complex. The MCMB identified two major phases for development of a hospital complex at Mission Bay. The two phases were the LRDP Phase (Phase I), which was analyzed at a project level, and a Future Phase (Phase II), which was analyzed at a program level. Together, the two phases would provide for a medical center with a total of 550 beds at Mission Bay. The Regents approved Phase I in September 2008, along with an Energy Center, Outpatient building, surface parking and construction of a medical helipad. The Regents approved operation of the helipad in April 2009.

The Fourth Street Plaza Project will construct a public plaza at the MCMB site on Regents' property and on adjacent City Fourth Street right-of-way property between 16th and Mariposa Streets. Fourth Street currently terminates at 16th Street. Fourth Street adjacent to the MCMB site has been planned as a City street but has not yet been constructed. The Project is designed to provide a safe east/west connection between UCSF's Phase I medical center facilities on the east side of Fourth Street and the parking facilities on the west side of Fourth Street. If UCSF approves and constructs Phase II, the Project would provide a safe connection between the Phase I medical center facilities and the parking and Phase II medical center facilities on the other side of Fourth Street. The Project would provide through access on Fourth Street from 16th to Mariposa Streets for pedestrians and bicycles and for emergency vehicles, including fire, police, and ambulance vehicles. The plaza will contain plantings, benches, pathways for pedestrians and bicycles, and an amphitheater. If UCSF approves Phase II, two enclosed pedestrian bridges are proposed at the third and fourth floors between the UCSF medical center buildings on either side of Fourth Street.

As described in the Project FEIR, certain mitigation measures identified in previous EIRs have been incorporated into the Project as proposed. These include mitigation measures from the LRDP FEIR, certified by The Regents in January 1997, LRDP Amendment #2 FEIR, MCMB FEIR and Mission Bay Final Subsequent Environmental Impact Report (Mission Bay FSEIR), certified by the San Francisco Planning Commission in September 1998, which certification was affirmed by the Board of Supervisors on October 19, 1998 by Motion No. 98-132.

The Regents require various approvals from the City to construct the Project. Under the proposed Project, the Fourth Street right-of-way between Sixteenth Street and Mariposa Street would remain City land and the University would seek a major encroachment permit from the City. The University would also seek from the City a lease for an underground utility tunnel beneath Fourth Street in Phase I, and for air rights to construct the bridges across Fourth Street in Phase II and easements.

The Project also includes eight traffic improvement measures, some of which are anticipated to be necessary to avoid potential significant traffic impacts of the Project that would occur if Phase II of the MCMB is ultimately approved and constructed. City approvals are required for The Regents to implement the traffic improvement measures, which The Regents would implement either as part of Phase I or at the point in time that the traffic monitoring plan proposed as part of the Project indicates the measures are needed. Various approvals from the City would allow The Regents to implement the traffic improvement measures.

B. CEQA Process

1. Project FEIR

The Regents originally evaluated the Project as a project alternative in the MCMB FEIR. The purpose of the MCMB EIR was to analyze the environmental consequences of the initial phase of the Medical Center at Mission Bay project ("Phase I" or the "LRDP Phase") at a project level while analyzing the impacts of the full development ("Phase II" or "Future Phase," and together with Phase I, the "MCMB") at a program level. While certain features of the proposed Project analyzed in the Project FEIR have evolved since certification of the MCMB EIR, the main components remain the same. The Project FEIR is tiered from the MCMB FEIR.

In accordance with CEQA Guidelines Section 15090, in May 2012, The Regents, acting through the President of the University pursuant to The Regents' delegation procedures, certified the Project FEIR in compliance with CEQA and the CEQA Guidelines. The Regents found that the MCMB EIR and the Findings and Statement of Overriding Considerations adopted by The Regents in September 2008, as well as the Project FEIR and the other information in the administrative record, provided the basis for approval of the revised Project. These findings hereby incorporate by this reference the Findings adopted by The Regents in May 2012 in support of The Regents' approval of the Project.

2. Preparation of the EIR

Consistent with CEQA, the CEQA Guidelines and University Procedures for Implementation of CEQA, The Regents prepared an Initial Study and a Draft EIR for the Project. The Draft EIR was published on February 15, 2012. The Draft EIR circulation period extended from February 15, 2012, to April 2, 2012, a 45-day period of review and

comment. During that time, the document was available for review by various state and local agencies, as well as by interested individuals and organizations. A public hearing was held on March 22, 2012, but no public speakers were present and no comments were submitted. Three written comments were submitted during the 45-day review period. The Project FEIR was completed on April 27, 2012, and contains no material revisions to the Draft EIR. The Regents found that no new significant information was added to the Draft EIR following public review and thus, recirculation of the Draft EIR was not required by CEQA.

C. Record of Proceedings

The documents and other materials which constitute the record of proceedings upon which the City approval actions are based are located at the Oversight Board, Successor Agency to the San Francisco Redevelopment Agency; 1 South Van Ness Avenue, Suite 500; San Francisco, CA 94103; Attention: Stanley Muraoka.

The record of proceedings includes, but is not limited to, the following documents:

1. The Project FEIR, certified by The Regents in May 2012.
2. The MCMB FEIR certified by The Regents in September 2008.
3. The LRDP Amendment #2 FEIR, certified by The Regents in March 2005.
4. UCSF staff report, including but not limited to CEQA Findings, and the President's approval of the Project on May 18, 2012.
5. San Francisco Redevelopment Agency Resolution No. 19-2010, adopted March 2, 2010, approving amendments to a Memorandum of Understanding ("MOU") with UCSF and adopting CEQA Findings as a responsible agency under CEQA, related to the MCMB FEIR, including Exhibit 1, Mitigation Monitoring and Reporting Program for the UCSF Medical Center at Mission Bay Project.
6. San Francisco Redevelopment Agency Resolution No. 175-2005, adopted November 1, 2005, adopting CEQA Findings as a responsible agency under CEQA, related to the LRDP Amendment #2 FEIR, in support of approval of a MOU with UCSF, including Attachment A., CEQA Findings, and Exhibit 1, Mitigation Monitoring and Reporting Program for the UCSF LRDP Amendment #2 Project.
7. Board of Supervisors Motion No. 98-132, adopted October 19, 1998, affirming the certification of the Mission Bay Final Subsequent Environmental Impact Report by the Planning Commission and the San Francisco Redevelopment Agency Commission, and Resolution No. 854-98, adopted the same day, approving environmental findings and a statement of overriding considerations for the Mission Bay Project.

The City has relied upon all of the documents above in reaching its decisions, even if not every document was formally presented to the City decision-makers.

III. CITY ACTIONS

The actions of the City in connection with the Project involve approvals that The Regents require from the City so that The Regents may implement the Project. These actions will further the implementation of the Project by enabling The Regents to construct the Fourth Street Plaza, a portion of which is on City property, and implementing the traffic improvement measures. The following City approvals are required.

**Oversight Board, Successor Agency to the former San Francisco
Redevelopment Agency**

- Approve Fourth Street Plaza Schematic Design.

Mayor

- Approve a Mission Bay Minor Infrastructure Plan Amendment.

Department of Public Works

- Approve a permit to install, use and maintain UCSF Street and Utility Improvements, including the Fourth Street Public Plaza and those necessary to implement traffic improvement measures.

- Approve Mission Bay Minor Infrastructure Plan Amendment.

Board of Supervisors

- Approve a Master Agreement between the City and The Regents that includes:
 - a major encroachment permit granting revocable permission to UCSF to occupy portions of Fourth, Owens, Third and Sixteenth Streets for UCSF improvements and activities, including the Fourth Street Public Plaza;
 - a maintenance agreement for these improvements;
 - easement agreements for public pedestrian passage over sidewalk curb ramps and for public pedestrian passage and City utilities over certain UCSF property; and
 - a lease of subsurface and air space for UCSF improvements above and below certain segments of Fourth Street between Sixteenth and Mariposa Streets on State Trust property.
- Accept offers of real property and public improvements along such streets and portions of Mariposa Street for street widening, turning radii and right turn lane purposes.
- Make findings of consistency with the City's General Plan.

San Francisco Municipal Transportation Agency

- Approve street lane configurations and traffic signalization changes necessary to implement traffic improvement measures.

IV. ALTERNATIVES

CEQA requires an evaluation of the comparative effects of a range of reasonable alternatives that would attain most of the basic objectives of the proposed project and avoid or substantially lessen one or more of the significant adverse effects of the proposed project, including alternatives that are more costly or could otherwise impede the attainment of the project's objectives.

The University independently reviewed and considered the information regarding alternatives provided in the Project FEIR and the administrative record. The University determined that the alternatives identified in the Project FEIR either would not meet any of the Project objectives, would only partially meet some of the Project objectives, or

would not result in fewer significant and unavoidable impacts than the Project itself. The City does not have the authority to choose which alternative is approved by The Regents. Both The Regents' project objectives and brief summaries of the evaluated alternatives are set forth below:

1. Project Objectives

Section 15124(b) of the CEQA Guidelines requires that the project description in an EIR include "a statement of the objectives sought by the applicant," which should include "the underlying purpose of the project." The Regents' objectives of the proposed Project are:

- to provide a safe and clear east/west connection between the Phase I Medical Center facilities on the east side of Fourth Street and the parking facilities on the west side of Fourth Street in Phase I; and parking and medical center facilities on the west side of Fourth Street in Phase II, particularly for children, the elderly, and those with compromised health or disabilities
- to provide a safe and inviting north/south pathway for pedestrians and bicyclists traveling on the Fourth Street right-of-way
- to develop a well-designed public open space that welcomes patients, visitors, staff, and the general public
- to minimize conflicts among vehicles, pedestrians, and bicyclists
- to maintain adequate access to the Medical Center emergency room and urgent care facilities
- to develop an open space that provides flexibility of use for UCSF events
- to develop well-designed bridges in Phase II, facilitated by design criteria agreed upon by the City and the University

2. Alternatives to the Project

The Project FEIR analyzed two alternatives to the proposed Project: the No Project Alternative and the Fourth Street Open As a Shared Street Alternative.

i) No Project Alternative

Under the No Project Alternative, Fourth Street would be developed as a vehicular through-street as envisioned in the Mission Bay South Redevelopment Plan and as assumed in the MCMB FEIR. Under this alternative, no plaza would be constructed in the Fourth Street right-of-way, but the Fourth Street frontage on MCMB property could be designed with a small plaza and landscaping. The cul-de-sacs would be located on MCMB property as assumed in the MCMB FEIR. Under this alternative, no pedestrian bridges across Fourth Street would be constructed in Phase II.

The No Project Alternative would have less than significant impacts in the areas of aesthetics and land use, as with the proposed Project. The No Project Alternative would avoid some of the Phase II traffic impacts of the proposed Project, but would continue to have a significant traffic impact in Phase II at two intersections: Sixteenth Street/Owens Street and Owens Street/Center Garage Access. However, these significant traffic impacts could be mitigated to less than significant levels.

The Regents found that the No Project Alternative would not meet the Project objectives to (1) provide a safe and clear east/west connection between the Medical

Center facilities on both sides of Fourth Street, particularly for children, the elderly, and those with compromised health or disabilities; (2) minimize conflicts among vehicles, pedestrians, and bicyclists; and (3) develop an open space that provides flexibility of use for UCSF events. The Project objective to develop a well-designed public open space that welcomes patients, visitors, staff, and the general public would only partially be met, but not at the scope and scale that the University desires.

ii). Fourth Street Open as a Shared Street Alternative

Under the Fourth Street Open as a Shared Street Alternative, Fourth Street would be open to vehicular traffic but would also accommodate bicyclists and pedestrians within the same space as vehicles. The roadway would be designed utilizing traffic-calming measures to discourage vehicular through-traffic, and would include visual and non-visual cues to slow travel speeds and inform drivers and bicyclists of the presence of pedestrians. Under this alternative, it is anticipated that some vehicular through-traffic would still occur, but to a lesser degree than with Fourth Street fully open.

Under this alternative, a plaza could be partially constructed in the Fourth Street right-of-way, integrated with a roadway for vehicular traffic and one or two cul-de-sacs for patient drop-off. Although this Alternative would discourage through-traffic, Fourth Street would be open to the public and would continue to be owned by the City of San Francisco. Under this alternative, pedestrian bridges across Fourth Street would be constructed in Phase II.

The Fourth Street Open as a Shared Street Alternative would have less than significant impacts in the areas of aesthetics and land use, as with the proposed Project. The Fourth Street Open as a Shared Street Alternative would avoid some of the traffic impacts of the proposed Project, but would continue to have a significant traffic impact at three intersections: Sixteenth Street/Third Street, Sixteenth Street/Owens Street and Owens Street/Center Garage Access.

The Regents found that the Fourth Street Open as a Shared Street Alternative would only partially meet the Project objectives to (1) develop a well-designed public open space that welcomes patients, visitors, staff, and the general public; and (2) develop an open space that provides flexibility of use for UCSF events. These objectives would partially be met, but not at the scope and scale that the University desires.

iii) Environmentally Superior Alternative

The environmentally superior alternative among those evaluated in the FEIR is the No Project Alternative. Other than the No Project Alternative, the remaining alternative, the Fourth Street Open as a Shared Street Alternative, is the environmentally superior alternative.

V. SIGNIFICANT IMPACTS AND MITIGATION MEASURES

1. Project Impacts

The Project EIR concluded that the Project would not cause any potentially significant impacts. To avoid causing significant impacts in the areas of light and glare, liquefiable soils, and construction-related air quality, archeological resources, hydrology and water quality; noise and transportation impacts, the Project Description incorporated mitigation measures from The Regents' LRDP FEIR, LRDP Amendment #2 FEIR, the MCMB FEIR and the City's 1998 Mission Bay FSEIR that were applicable to the Project.

With the incorporation of these mitigation measures into the Project, the Project would result in no significant impacts.

2. Findings That Mitigation Measures Have Been Incorporated Into the Project

Mitigation measures that the University incorporated into the Project would avoid significant impacts related to the following resource areas.

1. Light and glare, Mitigation Measure 4.4-1 (LRDP amendment #2 EIR).
2. Construction-related air quality, Mitigation Measure 4.2-2 (LRDP Amendment #2 EIR). The Project EIR updates the language of this mitigation measures to make it consistent with recent Bay Area Air Quality Management District dust control guidelines.
3. Construction-related archaeological resources, Mitigation Measures MCMB.2-1 (MCMB EIR), 4.3-1 (LRDP Amendment #2 EIR), 12M4-2 (1996 LRDP EIR), D.3 (1998 Mission Bay FSEIR).
4. Liquefiable soils, Mitigation Measure 4.4-4 (LRDP Amendment #2 EIR).
5. Hydrology and water quality, Mitigation Measure 4.6-3 (LRDP Amendment #2 EIR).
6. Construction noise, Mitigation Measure MCMB.5-1 (MCMB EIR);.
7. Construction-related transportation, Mitigation Measure 4.11-1 (LRDP Amendment #2 EIR).

In approving Agency Resolution 175-2005 and Agency Resolution 19-2010, the Agency previously adopted mitigation measures contained in the LRDP Amendment #2 EIR and the MCMB EIR. Further, the City previously adopted all mitigation measures from the Mission Bay FSEIR in Board of Supervisors Resolution No. 854-98, when it approved the Mission Bay project. The City hereby incorporates by reference these previous findings of the Agency and the Board of Supervisors.

By these CEQA Findings, the City finds that construction-related impacts could disturb historic archeological resources and to protect these resources, adopts Mitigation Measures 12M4-2 (1996 LRDP EIR). Further, the City adopts the updated Mitigation Measure 4.2-2, which will assure that construction-related dust is controlled in accordance with current BAAQMD-recommended dust control measures. The City finds that the mitigation measures identified above will mitigate, reduce or avoid significant effects and that The Regents have adopted and committed to implement all of these measures by its adoption of CEQA findings and its approval action on May 18, 2012. The City further finds that implementation of these mitigation measures by The Regents will mitigate the associated impacts identified in the Project EIR and earlier referenced EIRs identified in these CEQA Findings.

3. Mitigation Monitoring and Reporting Program

Public Resources Code Section 21081.6 and CEQA Guidelines Section 15091(d) require the lead agency approving a project to adopt a Mitigation Monitoring and Reporting Program ("MMRP") for the changes to the project that it has adopted or made a condition of project approval in order to ensure compliance during project implementation.

The Regents have prepared an MMRP that designates responsibility and anticipated timing for the implementation of mitigation for impacts and conditions within

the jurisdiction of the University. Implementation of the mitigation measures identified in Project FEIR MMRP will be accomplished through administrative controls over Project planning and implementation, and monitoring and enforcement of these measures will be accomplished through inspection and documentation by appropriate University personnel.

The Project MMRP is attached to these findings as Exhibit 1. The Regents have adopted and will implement all of the measures proposed for implementation in these findings. The City hereby adopts as required by CEQA Section 21081.6 and Guidelines Section 15091(d), the Project MMRP, which mitigation measures are applicable to the City approval actions as more fully set forth and explained above. The City hereby finds that The Regents can and should implement the mitigation measures contained in the MMRP as part of its implementation of the Project.

4. Additional Findings

The City has reviewed the environmental effects of the Project as reflected in the Project FEIR and other records of proceedings. The City finds that the Project FEIR is adequate for use by the City in its role as responsible agency. The City further finds that all Project impacts will be mitigated to a less than significant level by the incorporation by The Regents of the mitigation measures identified in Exhibit 1 into the Project. The Regents have committed to implement the MMRP as part of its implementation of the Project. The City has adopted The Regents MMRP and found that The Regents can and should implement the mitigation measures in the MMRP as part of The Regents implementation of the Project.; The City therefore finds, based on these CEQA Findings and the information contained in the record, that all significant effects on the environment due to its approval of the Project have been eliminated or substantially lessened to a less than significant level.

CHAPTER 9

MITIGATION MONITORING AND REPORTING PROGRAM

9.1 OVERVIEW

The California Environmental Quality Act (CEQA) requires that a Lead Agency establish a program to monitor and report on mitigation measures adopted as part of the environmental review process to avoid or reduce the severity and magnitude of potentially significant environmental impacts associated with project implementation. CEQA (Public Resources Code Section 21081.6 (a)(1)) requires that a Mitigation Monitoring and Reporting Program (MMRP) be adopted at the time that the agency determines to carry out a project for which an EIR has been prepared, to ensure that mitigation measures identified in the EIR are fully implemented.

The MMRP for the proposed Project is presented in the following table, which includes the full text of mitigation measures identified in the Final EIR. The MMRP includes the mitigation measures adopted as part of the UCSF Medical Center at Mission Bay project that are included as part of the Project, as well as the LRDP Amendment #2 mitigation measures that are applicable to the project. The MMRP describes implementation and monitoring procedures, responsibilities, and timing for each mitigation measure identified in the EIR, including:

Significant Impact: Identifies the Impact Number and statement from the Final EIR.

Mitigation or Improvement Measures: Provides full text of the mitigation measures as provided in the Final EIR.

Implementation: Summarizes the steps to be taken to implement the measure.

Responsible Unit: Designates responsibility for implementation of the measure.

Report Mechanism: Specifies procedures for documenting and reporting mitigation implementation.

Consistent with UC policy, UCSF may modify the means by which a mitigation measure will be implemented, as long as the alternative means ensure compliance during project implementation. The responsibilities of mitigation implementation, monitoring and reporting extend to several UCSF departments and offices. The manager or department lead of the identified unit or department will be directly responsible for ensuring the responsible party complies with the mitigation. The UCSF Campus Planning Department is responsible for the overall administration of the program and for assisting relevant departments and project managers in their oversight and reporting responsibilities. The Department is also responsible for ensuring the relevant

parties understand their charge and complete the required procedures accurately and on schedule.

MITIGATION MONITORING AND REPORTING PROGRAM
 EIR FOR THE UCSF MEDICAL CENTER AT MISSION BAY - FOURTH STREET PUBLIC PLAZA

Significant Impact	Mitigation Measure	Implementation	Responsible Unit	Report Mechanism
<p>MITIGATION MEASURES NEWLY IDENTIFIED IN THE EIR FOR THE UCSF MEDICAL CENTER AT MISSION BAY - FOURTH STREET PUBLIC PLAZA</p>				
<p>No new mitigation measures are required.</p>				
<p>MITIGATION MEASURES IDENTIFIED IN PRIOR EIRS THAT ARE APPLICABLE TO THE FOURTH STREET PUBLIC PLAZA PROJECT</p>				
<p>AESTHETICS</p>				
<p>4.1-1 (LRDP Amendment #2 EIR): New hospital development at any of the sites could increase light and glare which could affect nighttime views at the selected site in its vicinity.</p>	<p>Minimize light and glare from new-hospital development through the orientation of buildings, the proposed project through use of landscaping materials, and choice of primary facade materials. Design standards and guidelines to minimize light and glare would be adopted for the new hospital development, including:</p> <ul style="list-style-type: none"> • Reflective metal walls and mirrored glass walls shall not be used as primary building materials for facades. 	<p>Issue instructions to the architect/landscape architect to incorporate the mitigations as design criteria.</p> <p>Working with the Project Manager, require architect/landscape architect and design professionals to document how siting and design measures are addressed and incorporated. Review design plans for the proposed project to ensure that such features have been incorporated in the design to address the impacts.</p>	<p>UCSF Medical Center Project Manager, Campus Planning</p>	<p>Provide written verification to Monitor during design phase regarding compliance with this mitigation measure.</p>
<p>[note: as only certain portions of this mitigation measure are applicable to the proposed Project, the mitigation measure has been revised accordingly.]</p>	<ul style="list-style-type: none"> • Installation of illuminated building signage shall strive to be consistent with City Planning Code sign requirements and/or Mission Bay design guidelines. • Exterior light fixtures shall be configured to emphasize close spacing and lower intensity light. Light fixtures shall use luminaires that direct the cone 			

MITIGATION MONITORING AND REPORTING PROGRAM (Continued)
 EIR FOR THE UCSF MEDICAL CENTER AT MISSION BAY - FOURTH STREET PUBLIC PLAZA

Significant Impact	Mitigation Measure	Implementation	Responsible Unit	Report Mechanism
	of light downward.			
4.1-2 (LRDP Amendment #2 EIR): Construction of a new hospital could result in flood lighting at any of the sites during nighttime construction activities.	UCSF would shall require a condition in construction contracts that flood or area lighting for construction activities be placed and directed so as to avoid potential disturbances to adjacent residences or other uses.	Include the lighting restrictions in construction contracts. Working with the project and construction managers, require contractors to document compliance with construction lighting measures. Review construction documentation to ensure that mitigation is included to address lighting effects.	UCSF Medical Center and construction project manager.	Provide written verification in report form to Monitor within 10 working days of each contract bid to certify that selected bid includes provisions for construction lighting. During construction phase, construction manager shall document compliance with this mitigation measure.
AIR QUALITY				
4.2-2 (LRDP Amendment #2 EIR): Demolition and construction activities associated with the hospital construction would generate fugitive dust and criteria pollutant emissions that could adversely affect local air quality.	During construction, UCSF shall require the construction contractor to implement the appropriate level of BAAQMD's dust control procedures for all construction sites. UCSF shall include this requirement in all construction contracts. This mitigates this impact to less than significant. Elements of the basic dust control program include, but are not necessarily limited to, the following:	Issue instructions in each bid package of each construction project for contractors to incorporate the mitigation. The successful contractor will prepare a construction air pollution control strategy to report on the implementation of the mitigation measure.	UCSF Medical Center and construction project manager	Provide written verification in report form to Monitor within 10 working days of each contract bid to certify that selected bid includes provisions for construction air pollution control. Provide a report on construction air pollution control strategies and report to Monitor upon request; but no less than quarterly after beginning of construction activities.
[note: this mitigation measure has been updated to be consistent with more recent BAAQMD dust control guidelines]	<ul style="list-style-type: none"> • Water active construction areas at least twice daily. Watering should be sufficient to prevent airborne dust from leaving the site. Increased watering frequency may be necessary whenever wind speeds exceed 15 miles per hour. Reclaimed water should be used whenever possible. 			

MITIGATION MONITORING AND REPORTING PROGRAM (Continued)
 EIR FOR THE UCSF MEDICAL CENTER AT MISSION BAY - FOURTH STREET PUBLIC PLAZA

Significant Impact	Mitigation Measure	Implementation	Responsible Unit	Report Mechanism
	<ul style="list-style-type: none"> Cover trucks hauling soil, sand, and other loose materials or require trucks to maintain at least 2 feet of freeboard (i.e., the minimum required space between the top of the load and the top of the trailer) 			
	<ul style="list-style-type: none"> Pave, apply water three times daily, or apply portland cement stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites 			
	<ul style="list-style-type: none"> Sweep daily (with water sweepers, using reclaimed water if possible) if soil material visible all paved access roads, parking areas, and staging areas at construction sites 			
	<ul style="list-style-type: none"> Sweep streets daily (with water sweepers, using reclaimed water if possible) if visible soil material is carried onto adjacent public streets 			
	<ul style="list-style-type: none"> All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. 			
	<ul style="list-style-type: none"> All haul trucks transporting soil, sand or other loose material off site shall be covered. 			
	<ul style="list-style-type: none"> All visible mud or dirt track-out 			

MITIGATION MONITORING AND REPORTING PROGRAM (Continued)
 EIR FOR THE UCSF MEDICAL CENTER AT MISSION BAY - FOURTH STREET PUBLIC PLAZA

Significant Impact	Mitigation Measure	Implementation	Responsible Unit	Report Mechanism
	<p>onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.</p>			
•	<p>All vehicle speeds on unpaved roads shall be limited to 15 mph.</p>			
•	<p>All roadways, driveways and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.</p>			
•	<p>Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of the California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.</p>			
•	<p>All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator.</p>			
•	<p>Post a publicly visible sign with</p>			

MITIGATION MONITORING AND REPORTING PROGRAM (Continued)
 EIR FOR THE UCSF MEDICAL CENTER AT MISSION BAY - FOURTH STREET PUBLIC PLAZA

Significant Impact	Mitigation Measure	Implementation	Responsible Unit	Report Mechanism
	<p><u>the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.</u></p>			
	<p>If the working area of any construction site exceeds four acres at any one time, implement the enhanced PM10 control measures, in addition to the basic control measures listed above, in accordance with the BAAQMD CEQA Guidelines:</p>			
<ul style="list-style-type: none"> • Hydroseed or apply nontoxic soil stabilizers to inactive construction areas; 	<ul style="list-style-type: none"> • Enclose, cover, water twice daily or apply non-toxic soil binders to exposed stockpiles; 			
<ul style="list-style-type: none"> • Limit vehicle speed on construction site unpaved roads to 15 miles per hour; 	<ul style="list-style-type: none"> • Install sandbags or other erosion control measures to prevent silt runoff to public roadways; 			
<ul style="list-style-type: none"> • Replant vegetation in disturbed areas as quickly as possible. 	<p>If the working area of any</p>			

MITIGATION MONITORING AND REPORTING PROGRAM (Continued)
EIR FOR THE UCSF MEDICAL CENTER AT MISSION BAY – FOURTH STREET PUBLIC PLAZA

Significant Impact	Mitigation Measure	Implementation	Responsible Unit	Report Mechanism
	<p>construction site is located near sensitive receptors, the following measures are strongly encouraged in addition to those listed above:</p> <ul style="list-style-type: none"> • Install wheel washers or wash off the tires of trucks and equipment leaving the site; • Install wind breaks at the windward side(s) of construction areas; • Suspend excavation and grading when winds exceed 25 miles per hour; • Limit the area subject to excavation, grading, and other construction activity at any one time. 			
<p>MCMB.2-1 (MCMB EIR): Demolition and construction activities associated with the Medical Center at Mission Bay project would generate fugitive dust and criteria pollutant emissions that could adversely affect local air quality.</p>	<p>To further mitigate less-than-significant project-level impacts, additional measures related to the 2007 CARB off-road diesel rule on equipment exhaust emissions from construction equipment shall be required in UCSF construction contracts to comply with the following measures:</p> <ul style="list-style-type: none"> • Prohibit the use of conventional cutback asphalt for paving to restrict the maximum VOC content of asphalt emulsion. Diesel portable generators less than 50 horsepower shall not be allowed at 	<p>Issue instructions in each bid package of each construction project for contractors to incorporate the mitigation. The successful contractor will prepare a construction air pollution control strategy to report on the implementation of the mitigation measure.</p>	<p>UCSF Medical Center and construction project manager</p>	<p>Provide written verification in report form to the Monitor within 10 working days of each contract bid to certify that selected bid includes provision for construction air pollution control. Provide a report on construction air pollution control strategies and report to Monitor upon request; but no less than quarterly after beginning of construction activities.</p>

MITIGATION MONITORING AND REPORTING PROGRAM (Continued)
 EIR FOR THE UCSF MEDICAL CENTER AT MISSION BAY - FOURTH STREET PUBLIC PLAZA

Significant Impact	Mitigation Measure	Implementation	Responsible Unit	Report Mechanism
	<p>the construction site, except for those used by welders.</p> <ul style="list-style-type: none"> All diesel-fueled engines used for on- and offsite construction activities shall be fueled only with ultralow sulfur diesel, which contains no more than 15 ppm sulfur. All construction diesel engines used for on- and offsite activities that have a rating of 100 hp or more shall meet, at a minimum, the Tier 2 California Emission Standards for Off-Road Compression-Ignition Engines as specified in California Code of Regulations, Title 13, section 2423(b)(1) unless it is certified by the construction contractor that such engine is not available for a particular item of equipment. In the event a Tier 2 engine is not available for any off-road engine larger than 100 hp, that engine shall be a Tier 1 engine. In the event a Tier 1 or Tier 2 engine is not available for any offroad engine larger than 100 hp, that engine shall be equipped with a CARB Level 3-verified diesel emission control device (e.g., catalyzed diesel particulate filter), unless the engine manufacturer or the construction contractor certifies that the use of such 			

MITIGATION MONITORING AND REPORTING PROGRAM (Continued)
 EIR FOR THE UCSF MEDICAL CENTER AT MISSION BAY - FOURTH STREET PUBLIC PLAZA

Significant Impact	Mitigation Measure	Implementation	Responsible Unit	Report Mechanism
	<p>devices is not practical for specific engine types. In the event that a CARB Level 3 verified diesel emission control device is not practical for the specific engine type, then the engine shall be equipped with a CARB Level 1- or 2-verified control device (e.g., diesel oxidation catalyst), unless the engine manufacturer or the construction contractor certifies that such devices are not available for the engine in question. For purposes of this condition, the use of such devices is "not practical" if, among other reasons:</p>			
	<ol style="list-style-type: none"> 1. The construction equipment is intended to be onsite for ten (10) days or less. 			
	<ol style="list-style-type: none"> 2. The use of the diesel emission control device is excessively reducing normal availability of the construction equipment due to increased downtime for maintenance, and/or reduced power output due to an excessive increase in backpressure. 			
	<ol style="list-style-type: none"> 3. The diesel emission control device is causing or is reasonably expected to cause significant engine damage. <p>In the event that the use of a diesel emission control device is to be</p>			

**MITIGATION MONITORING AND REPORTING PROGRAM (Continued)
EIR FOR THE UCSF MEDICAL CENTER AT MISSION BAY - FOURTH STREET PUBLIC PLAZA**

Significant Impact	Mitigation Measure	Implementation	Responsible Unit	Report Mechanism
	<p>terminated, the construction contractor shall be required to inform the UCSF project manager within 10 days prior to such termination.</p>			
	<ul style="list-style-type: none"> • Construction equipment shall be properly tuned and maintained in accordance with manufacturers' specifications. • Best management construction practices shall be used to avoid (or limit) unnecessary emissions (e.g., trucks and vehicles in loading and unloading queues would turn their engines off when not in use, and to the extent practical, all diesel heavy construction equipment shall not remain running at idle for more than five minutes) 			
	<ul style="list-style-type: none"> • Use alternative fueled equipment when feasible (such as ULSD, CNG, biodiesel, water emulsion fuel, and electric). The construction contracts shall require each contractor and subcontractor to consider this measure and adopt it for their work unless they can demonstrate to UCSF the inapplicability or infeasibility of the measure to their specific work, or can provide mitigation measures with equivalent or better effectiveness. This information shall be reported as part of the Mitigation Monitoring Reporting 			

MITIGATION MONITORING AND REPORTING PROGRAM (Continued)
EIR FOR THE UCSF MEDICAL CENTER AT MISSION BAY - FOURTH STREET PUBLIC PLAZA

Significant Impact	Mitigation Measure and Compliance Program.	Implementation	Responsible Unit	Report Mechanism	
	<ul style="list-style-type: none"> Use on-site power when feasible to reduce reliance on portable generators. The construction contracts shall require each contractor and subcontractor to consider this measure and adopt it for their work unless they can demonstrate to UCSF the inapplicability or infeasibility of the measure to their specific work, or can provide mitigation measures with equivalent or better effectiveness. This information shall be reported as part of the Mitigation Monitoring Reporting and Compliance Program. 				
	<p>CULTURAL (ARCHAEOLOGICAL) RESOURCES</p> <p>4.3-1 (LRDP Amendment #2 EIR): Building construction, including excavation and grading associated with the proposed project, could cause substantial adverse change to archaeological resources at the project sites.</p>	<p>Should an archaeological artifact be discovered at the Mission Bay site during project construction and excavation, pursuant to CEQA Guidelines 15064.5 (f), "provisions for historical or unique archaeological resources accidentally discovered during construction" should be instituted. In the event that any prehistoric or historic subsurface cultural resources are discovered during ground disturbing activities, all work within 100 feet of the resources shall be halted and UCSF shall consult with a qualified archaeologist or paleontologist to assess the significance of the find</p>	<p>Issue instructions in each bid package for contractors to incorporate the mitigation. The successful contractor will demonstrate knowledge of procedures and requirements when cultural resources are discovered during construction activities.</p>	<p>UCSF Medical Center and construction project manager.</p>	<p>Provide written verification in report form to the Monitor within 10 working days of each contract bid to certify that selected bid includes provision for mitigation if cultural resources are discovered during construction activities. Provide construction status report to Monitor upon request.</p>

MITIGATION MONITORING AND REPORTING PROGRAM (Continued)
 EIR FOR THE UCSF MEDICAL CENTER AT MISSION BAY - FOURTH STREET PUBLIC PLAZA

Significant Impact	Mitigation Measure	Implementation	Responsible Unit	Report Mechanism
	<p>(per Public Resource Code Section 5024.1, Title 14 CCR, Section 4852 and/or Public Resource Code 21083.2 in the event of a unique archaeological find). If any find is determined to be significant and will be adversely affected by the project, representatives of UCSF and the qualified archaeologist and/or paleontologist would meet to determine the appropriate avoidance measures or other appropriate mitigation (per CEQA Guidelines 15064.5 (b) and Public Resource Code 21083.2). All significant cultural materials recovered shall be subject to scientific analysis, professional museum curation, and documented by the qualified archaeologist according to current professional standards (Per the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 FR 44716)).</p> <p>If the discovery includes human remains, CEQA Guidelines 15064.5 (e)(1) shall be followed:</p> <ul style="list-style-type: none"> • In the event of the accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the following steps should be taken: <ol style="list-style-type: none"> (1) There shall be no further excavation or disturbance of the 			

MITIGATION MONITORING AND REPORTING PROGRAM (Continued)
EIR FOR THE UCSF MEDICAL CENTER AT MISSION BAY - FOURTH STREET PUBLIC PLAZA

Significant Impact	Mitigation Measure	Implementation	Responsible Unit	Report Mechanism
	<p>site or any nearby area reasonably suspected to overlie adjacent human remains until:</p> <p>(A) The coroner of the county in which the remains are discovered must be contacted to determine that no investigation of the cause of death is required, and</p> <p>(B) If the coroner determines the remains to be Native American: (1) The coroner shall contact the Native American Heritage Commission within 24 hours. (2) The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American. (3) The most likely descendant may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98, or</p> <p>(2) Where the following conditions occur, the landowner</p>			

MITIGATION MONITORING AND REPORTING PROGRAM (Continued)
 EIR FOR THE UCSF MEDICAL CENTER AT MISSION BAY - FOURTH STREET PUBLIC PLAZA

Significant Impact	Mitigation Measure	Implementation	Responsible Unit	Report Mechanism
	or his authorized representative shall reburial the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance.			
	(A) The Native American Heritage Commission is unable to identify a most likely descendant or the most likely descendant failed to make a recommendation within 24 hours after being notified by the commission.			
	(B) The descendant identified fails to make a recommendation; or			
	(C) The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.			
12M4-2 (1996 LRDP EIR):	If construction activities associated with the Major New Site and Mission Bay occurred within areas shown on Figure 12-28, UCSF would implement mitigation measures, as adapted from Mitigation Measures			

MITIGATION MONITORING AND REPORTING PROGRAM (Continued)
 EIR FOR THE UCSF MEDICAL CENTER AT MISSION BAY - FOURTH STREET PUBLIC PLAZA

Significant Impact	Mitigation Measure	Implementation	Responsible Unit	Report Mechanism
<p>J.1, J.2, J.3 and J.6 of the <i>Mission Bay Mitigation Monitoring Program</i> to protect historic archaeological resources:</p>	<ul style="list-style-type: none"> • UCSF would retain the services of an archaeologist to instruct construction crews regarding potential historic archaeological resources and appropriate procedures to follow if such resources are uncovered. 			
<ul style="list-style-type: none"> • As required, the constructing archaeologist would develop archaeological exploration programs for the areas shown on Figure 12-28 having potential historic cultural resources. <p>As required, the archaeologist would provide archaeological monitoring during construction in these areas. Particular attention would be given if development were proposed in the area occupied by the late 19th-century city dump.</p>				
<p>D.3 (1998 Mission Bay SEIR):</p>	<p>Retain the services of an archaeologist, because of the strong possibility of encountering the remains of cultural or historic artifacts or features in the six historic resources areas. The Environmental Review Officer (ERO) in consultation with the President of the Landmarks Preservation Advisory Board (LPAB)</p>			

MITIGATION MONITORING AND REPORTING PROGRAM (Continued)
EIR FOR THE UCSF MEDICAL CENTER AT MISSION BAY - FOURTH STREET PUBLIC PLAZA

Significant Impact	Mitigation Measure	Implementation	Responsible Unit	Report Mechanism
	<p>and the archaeologist would determine: 1) whether the archaeologist should instruct all excavation and foundation crews on the project site of the potential for discovery of historic archaeological deposits and artifacts, and the procedures to be followed if such materials are uncovered; and 2) prior to the commencement of foundation excavation, a program of archaeological testing.</p>			
	<p>Regain a qualified historic archeologist to supervise a pre-foundation excavation testing program for each phase of Project Area development or each construction site, as appropriate, using a series of mechanical, exploratory borings or other testing methods determined by the archaeologist to be appropriate. A qualified historical archaeologist would supervise the testing in the six historic resource areas to determine the probability of finding cultural and historical remains. At the completion of the archaeological testing program, the archeologist would submit a written report first and directly to the ERO and the President of the LPAB, with a copy to the project sponsor, which described the findings, assesses their significance and proposes appropriate recommendations for</p>			

MITIGATION MONITORING AND REPORTING PROGRAM (Continued)
 EIR FOR THE UCSF MEDICAL CENTER AT MISSION BAY - FOURTH STREET PUBLIC PLAZA

Significant Impact	Mitigation Measure	Implementation	Responsible Unit	Report Mechanism
	<p>any additional procedures necessary for the mitigation of adverse impacts to cultural resources determined to be significant.</p>			
	<p>Retain a certified archaeologist to supervise a program of on-site monitoring during site excavation in the six historic resource areas, following site clearance and pre-excavation testing. The certified archaeologist would record observations in a permanent log. Should cultural or historic artifacts be found following commencement of excavation activities, the archaeologist would assess the significance of the find, and immediately report to the ERO and the President of LPAB. Upon receiving the advice of the consultant and the LPAB, the ERO would recommend specific mitigation measures, if necessary. The monitoring program, whether or not there are finds of significance, would result in a written report to be submitted first and directly to the ERO and the President of the LPAB, with a copy to the project sponsor.</p>			
	<p>Suspend excavation or construction activities which might damage discovered cultural resources for a total maximum of four weeks over the course of construction at each site to permit inspection,</p>			

MITIGATION MONITORING AND REPORTING PROGRAM (Continued)
EIR FOR THE UCSF MEDICAL CENTER AT MISSION BAY - FOURTH STREET PUBLIC PLAZA

Significant Impact	Mitigation Measure	Implementation	Responsible Unit	Report Mechanism
	recommendation and retrieval, if appropriate.			
	<p>Implement an appropriate security program to prevent looting or destruction, if cultural resources of potential significance are discovered. Any discovered cultural artifact assessed as significant by the archaeologist upon concurrence by the ERO and the President of the LFAB would be placed in a repository designated for such materials or possibly exhibited in a public display. Following approval of the archaeological testing and monitoring program reports by the ERO and the President of LFAB, a final report would be sent to the California Archaeological Site Survey Office at Sonoma State University, the Foundation for San Francisco's Architectural Heritage and the State Office of Historic Preservation. The Office of Environmental Review would receive three final copies of the final archaeological findings report. Archaeological testing could be coordinated with other site investigations for geotechnical and toxic waste purposes.</p>	<p>A geotechnical assessment shall be prepared and the results of the investigation incorporated into the project design to address impacts.</p>	<p>UCSF Medical Center Project Manager</p>	<p>Provide the Monitor with final geotechnical investigation that reports feasible measures and incorporates</p>
GEOLOGY/SOILS	<p>4.4-4 (LRDP Amendment #2 EIR): In the event of a major earthquake in the region, seismic ground shaking could</p>			

MITIGATION MONITORING AND REPORTING PROGRAM (Continued)
EIR FOR THE UCSF MEDICAL CENTER AT MISSION BAY - FOURTH STREET PUBLIC PLAZA

Significant Impact	Mitigation Measure	Implementation	Responsible Unit	Report Mechanism
expose people and property to liquefaction and earthquake-induced settlement at Mission Bay.	engineering recommendations for mitigation of liquefiable soils, in accordance with the California Geological Survey's Geology Guidelines for Evaluating and Mitigating Seismic Hazards (CGS Special Publication 117, 1997). These geotechnical recommendations shall be incorporated into the final design of the project.	Information from the geotechnical investigation for the MCMB may be used, as applicable.		them into project design.
HYDROLOGY/WATER QUALITY				
4.6-3 (LRDP Amendment #2 EIR): Construction of new hospital buildings at the Mission Bay North or South sites by the LRDP Phase or Future Phases could result in hydrology and water quality impacts at Mission Bay.	UCSF shall adopt Mitigation Measures K-2, K-3 and K-4 of the Mission Bay Subsequent EIR as follows: K.2 Participate in the City's existing Water Pollution Prevention Program. Facilitate implementation of the City's Water Pollution Prevention Program by providing and installing wastewater sampling ports in any building anticipated to have a potentially significant discharge of pollutants to the sanitary sewer, as determined by the Water Pollution Prevention Program of the San Francisco Public Utilities Commission's Bureau of Environmental Regulation and Management, and in locations as determined by the Water Pollution Prevention Program.	Issue instructions in each bid package for contractor to incorporate the mitigation measures	UCSF Medical Center Project Manager	Provide written verification in report form to the Monitor within 10 working days of each contract bid to certify that selected bid includes provision for mitigation measures. Provide construction status report to Monitor upon request.
	K.3 Design and construct sewer improvements such that potential			

MITIGATION MONITORING AND REPORTING PROGRAM (Continued)
EIR FOR THE UCSF MEDICAL CENTER AT MISSION BAY – FOURTH STREET PUBLIC PLAZA

Significant Impact	Mitigation Measure	Implementation	Responsible Unit	Report Mechanism
	<p>flows to the City's combined sewer system from the project do not contribute to an increase in the annual overflow volume as projected by the Bayside Planning Model by providing increased storage in oversized pipes, centralized storage facilities, smaller dispersed storage facilities, or detention basins, or through other means to reduce or delay stormwater discharges to the City system.</p>			
		<p>This mitigation measure could be implemented by including the Water Pollution Prevention Program in the review process, as each individual construction is proposed. The Water Pollution Prevention Program would review each project, determine if one or more sampling ports should be installed in a particular building, and specify the location of the sampling port(s).</p>		
	<p>K.4 Implement alternative technologies or use other means to reduce settleable solids and floatable materials in stormwater discharges to China Basin Channel to levels equivalent to, or better than, City-treated combined sewer overflows. Such alternatives technologies could include one or more of the following: biofilter system, vortex sediment system, catch basin filters, and/or additional source control measures to</p>			

MITIGATION MONITORING AND REPORTING PROGRAM (Continued)
EIR FOR THE UCSF MEDICAL CENTER AT MISSION BAY - FOURTH STREET PUBLIC PLAZA

Significant Impact	Mitigation Measure	Implementation	Responsible Unit	Report Mechanism
<p>project could cause substantial adverse impacts to traffic flow, circulation and access as well as to transit, pedestrian, and parking conditions.</p>	<p>contractors to develop and implement construction traffic and parking management plans during demolition and/or construction activities at all campus sites. The plans would be expected to include measures such as the following:</p> <ul style="list-style-type: none"> • Develop a traffic management plan in consultation with the San Francisco DPT and Muni to minimize disruption due to lane closures. The plan should be consistent with the Regulations for Working in San Francisco Streets and Chapter 6 of the California Supplement to the Manual of Uniform Traffic Control Devices. • Prepare an offsite parking plan for construction employees and subcontractor employees. An alternative plan would provide shuttle service to/from designated remote parking lots and/or public transportation transfer nodes. This plan would be incorporated into the construction contract between UCSF and the contractor. • Schedule heavy-truck deliveries with the construction project manager at least one day in advance. • Whenever possible, make 	<p>plan for the proposed project and to report on the implementation of the mitigation measure.</p>		<p>plan. Provide a construction traffic and circulation plan implementation report to Monitor upon request, but no less than quarterly after the beginning of construction activities.</p>

MITIGATION MONITORING AND REPORTING PROGRAM (Continued)
 EIR FOR THE UCSF MEDICAL CENTER AT MISSION BAY – FOURTH STREET PUBLIC PLAZA

Significant Impact	Mitigation Measure	Implementation	Responsible Unit	Report Mechanism
	<p>deliveries using trucks of 40 feet maximum bumper-to-bumper length.</p>			
•	<p>Whenever possible schedule heavy trucks deliveries to arrive at off-peak hours, outside of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.</p>			
•	<p>Note any deliveries that cannot comply with the above requirements for heavy trucks on the schedule, and notify the UCSF construction project manager at least 48 hours in advance. The contractor may provide flagmen to direct traffic in those cases.</p>			



SAN FRANCISCO PLANNING DEPARTMENT

2012 MAY 17 AM 11:21

General Plan Referral

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Date: May 15, 2012
Case No. 2012.0469R
UCSF Major Encroachment Permit, 4th Street Plaza Maintenance Agreement, Maintenance Agreements for Infrastructure Improvements; Acceptance of Land (UCSF to CCSF); Acceptance of Land (PAC to CCSF with UCSF Consent); CCSF Acceptance of Dedication of Horizontal Public Infrastructure Improvements; 4th Street Utility Easement; 3rd Street Sidewalk Easement; ADA Compliant Curb Ramp Easements; Master Agreement between CCSF and UCSF

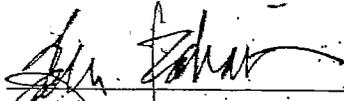
Block/Lot No.: Various Assessor's Blocks/lots, including all or portions of Assessor's Block/lot 8711/007, 3943/001, 003, 007; 3992/003; 8724/001; 8723/008; 8724/001. The Project also includes portions of the following public rights-of-way: Fourth Street between Sixteenth and Mariposa Streets; Owens Street between Gene Friend Way and Campus Lane; Sixteenth Street, between Third Street and Fourth Street; Fourth Street at its intersection with Gene Friend Way; Fourth Street at its intersection with Sixteenth Street; Fourth Street between Mission Bay Boulevard South and Sixteenth Street; Owens Street between Sixteenth Street and Mariposa Street.

Project Sponsor: Cindy Linna
University of California San Francisco (UCSF)
601 16th Street
San Francisco, CA 94158

Referred By: Grace Kwak
Department of Public Works / Mission Bay Task Force
30 Van Ness Avenue, Suite 4200
San Francisco, CA 94102

Staff Contact: Stephen Shotland - (415) 558-6308
stephen.shotland@sfgov.org

Recommendation: Finding the Project, on balance, is in conformity with the General Plan

Recommended By: 
John Rahaim, Director of Planning

**UCSF Encroachment Permit, City acceptance of Land, Dedication
of Public Infrastructure, Easements, Approval of a Master Agreement
& Maintenance Agreements – Mission Bay South**

PROJECT DESCRIPTION

We are in receipt of your application dated March 29, 2012, as revised on April 27, 2012, requesting that the Planning Department consider a General Plan Referral application concerning several actions proposed to be undertaken by the City and County of San Francisco (CCSF) and the University of California San Francisco (UCSF) related to the UCSF Mission Bay (South) Campus. The Project includes a number of elements, including: UCSF Major Encroachment Permit, 4th Street Plaza Maintenance Agreement, Maintenance Agreement; CCSF Acceptance of Land; CCSF Acceptance of Public Infrastructure Improvements; 4th Street Utility Easement; 3rd Street Sidewalk Easement; ADA-Compliant Curb Ramp Easements; and a Master Agreement between CCSF and UCSF. City acceptance of land, infrastructure improvements and related actions related to the University of California San Francisco campus located within the Mission Bay South Redevelopment Project. The General Plan Referral is pursuant to Section 4.105 of the Charter and Section 2A.53 of the Administrative Code.

PROPOSED ACTIONS BY BOARD OF SUPERVISORS

The San Francisco Board of Supervisors will consider taking actions at the request of UCSF. These actions are summarized here and described in greater detail in the body of this General Plan Referral. They include: (1) Approval of Encroachment Permits and Maintenance Agreements; (2) Acceptance of land (UCSF to CCSF); (3) Acceptance of land (PAC Operating Limited Partnership (PAC), formerly known as Catellus Operating Limited Partnership (COL) to CCSF with UCSF Consent; (4) Acceptance of Dedication of Horizontal Public Infrastructure; (5) 4th Street Utility Easement; (6) 3rd Street Sidewalk Easement; (7) ADA Compliant Curb Ramp Easements; and (8) Master Agreement between CCSF and UCSF. Plan drawings showing the location of the Project and Exhibits referenced in this General Plan Referral are available for review in the Case 2012.0469R docket, at the offices of the Planning Department.

LIST OF PROJECT ELEMENTS

The work is located in the Mission Bay Research Campus and UC Medical Center, located within the Mission Bay South Redevelopment Plan area as shown on the attached *Exhibit A*.¹ The location of specific improvements described as part of this case are depicted in *Exhibit B*.¹ The referral reviews and considers the General Plan consistency of the following Project elements and actions.

¹ *Exhibits A and B* are attached to this Case Report. They show the location of the major encroachment permits, easements, and the property and improvements to be accepted by the City. The other Exhibits (Exhibits C, D, E, F, G, H, I, J, K) referenced in this document are in Planning Case 2012.0469R docket and are available for review at the offices of the Planning Department.

UCSF Encroachment Permit, City acceptance of Land, Dedication
of Public Infrastructure, Easements, Approval of a Master Agreement
& Maintenance Agreements - Mission Bay South

1. Major Encroachment Permit and Maintenance Agreements

UCSF is requesting that a proposed Major Encroachment Permit be reviewed for consistency with the General Plan. The public right-of-way proposed to be utilized by UCSF is shown on the attached Exhibit B-Overall Project Map. The encroachment permit includes all of the Project components listed below.

- a. Install, use and maintain a public plaza within a portion of the Fourth Street right-of-way between Sixteenth Street and Mariposa Street. The plaza will incorporate specialty paving, an amphitheater, tree wells and trees, "rain gardens", landscaping, new lighting and drainage features, sidewalks and multi-use pedestrian/bike path ("Public Plaza") and landscape and street improvements between Sixteenth Street and Mariposa Street. The Plaza will be accessible to the public at all times. There will be no vehicle through traffic on Fourth Street between Sixteenth Street and Mariposa Street except for emergency vehicles. (*Exhibit B-Map Ref. #3*)
- b. Install, use and maintain (UCSF) utilities in a portion of Owens Street to provide telecommunication connections between the UC Research Campus and the Gladstone Institute (affiliated with UCSF). Drawings and installation shall be approved by City. (*Exhibit B-Map Ref. #1a*)
- c. Install, use and maintain UCSF utilities in portions of Sixteenth Street to provide utility connections between the UCSF Medical Center and UC Research Campus. Drawings and installation shall be approved by City. (*Exhibit B -Map Ref. #2*)
- d. Install, use and maintain pedestrian improvements including specialty paving on a portion of Fourth Street at its intersection with Gene Friend Way, including landscape and street improvements. The streetscape improvements will be accessible to the public at all times. Plan Drawings and construction are to be approved by City. (*Exhibit B -Map Ref. #6*)
- f. Install, use and maintain pedestrian improvements including specialty paving on Fourth Street at its intersection with Sixteenth Street. (*Exhibit B-Map Ref. #6*)
- g. Install, use and maintain utilities and connections beneath the Fourth Street right-of-way between Mission Bay Boulevard South and Sixteenth Street in the area between 2 feet below the finished grade surface of the street improvements and the finished street improvements. (*Exhibit B-Map Ref. #1b*)
- h. Install, use and maintain a new median divider on a portion of Owens Street between Sixteenth Street and Mariposa Street. (*Exhibit B-Map Ref. #5*)
- i. Maintenance Agreement between UCSF and City for the Fourth Street Public Plaza: A Memorandum of Agreement will be executed between UCSF and the City in connection with the Major Encroachment Permit for the UCSF improvements in and under portions of the

UCSF Encroachment Permit, City acceptance of Land, Dedication
of Public Infrastructure, Easements, Approval of a Master Agreement
& Maintenance Agreements – Mission Bay South

Fourth Street right-of-way between Sixteenth Street and Mariposa Street (Fourth Street Public Plaza) as shown on *Exhibit B-Map Ref. #3*. Excerpts of the form of the agreement are provided in Exhibit C. The agreement is to provide assurance that UCSF will assume responsibility for repair, liability for unsafe conditions and liability for its performance of such maintenance of certain public improvements located within the area shown on the above mentioned exhibit. The agreement is being finalized and when complete will become effective upon the City's Acceptance of the dedication of the Street Improvements.

- j. Maintenance Agreement between UCSF and City: A Memorandum of Agreement will be executed between UCSF and the City in connection with the Major Encroachment Permit for the UCSF improvements in and under portions of Owens Street, Fourth Street and Sixteenth Street rights-of-way as shown on the *Exhibit B-Map Ref. #5 and #6*. Excerpts of the form of the agreement are provided in Exhibit D. The Maintenance of the public infrastructure improvements (roadway, intersection plaza and sidewalk improvements constructed by UCSF adjacent to the UCSF Campus and Hospital, including those on Third Street, Fourth Street, Sixteenth Street, Mariposa Street and Owens Street, will be the responsibility of UCSF. The Maintenance Agreement is being finalized and once completed will become effective upon recordation.

2. Acceptance of Land (UCSF to City)

UCSF is granting land to the City and County of San Francisco for street, roadway and public utility purposes. The Board of Supervisors will act to approve the Grant Deeds and authorize the Director of Property to accept a portion of Assessor's Block and Lot 8711/007, 3943/001, 007, 003, 3992/003 and 8724/001 as described below.

- a. Third Street and Sixteenth Street-Turning Radius and 5' Strip: A portion of Block and Lot 8711/007 is being dedicated for street, roadway and utility purposes as shown allowing for a 12' sidewalk as shown on *Exhibit B-Map Ref. #7*, *Exhibit E-Turning Radius Table Item #1* and *Exhibit F-Third Street Cross Section between 16th Street and Campus Way* (Excerpt of Mission Bay South Infrastructure Plan).
- b. Third Street, between Sixteenth Street and Mariposa Street - Street Widening and Turning Radius: A five (5) foot strip of land along the west side of Third Street between Sixteenth Street and Mariposa Street also being a portion of Assessor's Block and Lot 3992/003 and 3943/001, 003 and 007 allowing for a 10'-wide sidewalk as shown on *Exhibit B-Map Ref. #8*, *Exhibit E-Turning Radius Table Item #2 and #3* and *Exhibit G - Third Street Cross Section between 16th Street and Mariposa Street* (Excerpt from Mission Bay South Infrastructure Plan).
- c. Mariposa Street between Third Street and Fourth Street – Street Widening and Turning Radius: a fourteen (14) foot strip of land along the north side of Mariposa Street – between Third Street and Fourth Street also being a portion of Assessor's Block and Lot 3992/003 allowing for a 10'-wide sidewalk as shown on *Exhibit B-Map Ref. #9, #10 and #14*, *Exhibit E-Turning Radius Table*

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Item #6 and Exhibit H – Mariposa Street Cross Section between Third Street and Fourth Street
(Excerpt from Mission Bay South Infrastructure Plan);

- d. Northwest corner of the Third Street and Mariposa Street Intersection – Turning Radius: a section of widening at the northwest intersection of Third Street and Mariposa Street also being a portion of Block and Lot 8724/001 allowing for a 12'-wide sidewalk on Third Street and a 10'-wide sidewalk on Mariposa Street as shown on *Exhibit B-Map Ref. #10, Exhibit E – Turning Radius Table Item #3 and Exhibit H – Mariposa Street Cross Section between Third Street and Fourth Street* (Excerpt from Mission Bay South Infrastructure Plan).

3. Acceptance of Land (PAC to City with UCSF Consent)

PAC Operating Limited Partnership, a Delaware limited partnership ("PAC"), formerly known as Catellus Operating Limited Partnership ("COLP") is granting land to the City and County of San Francisco for street, roadway and public utility purposes. The Board of Supervisors will act to approve the Grant Deeds and authorize the Director of Property to accept portions of Assessor's Block 8723/008 and 8724/001 as described below. Alternatively, UCSF may grant these lands to the City if PAC Operating Limited Partnership transfers said lands to UCSF prior to City acceptance.

- a. Southeast Corner and Southwest corner of the Fourth Street and Sixteenth Street Intersection Turning Radius: The southerly intersection of Fourth Street and Sixteenth Street also being a portion of Assessor's Block and Lot 8723/008 and 8724/001 is being dedicated for street, roadway and utility purposes as shown on *Exhibit B-Map Ref. #11 and #12, and Exhibit E-Turning Radius Table Item # 4 and #5.*
- b. Owens Street-Street Widening: A strip of land (width varies) along the east side of Owens Street between Sixteenth Street and Mariposa Street also being a portion of Block and Lot 8723/008 is being dedicated for street, roadway and utility purposes as shown on *Exhibit B-Map Ref. #13, Exhibit E – Turning Radius Table Item 7* and as further described in *Mitigation Measures – Traffic Improvement Measure #4, #5 and Figure 4.3-2 of the Draft UCSF EIR.* This is to allow for the construction of a landscaped median with left turn lanes.

4. Acceptance of Dedication of Horizontal Public Infrastructure

The Infrastructure will have been constructed per the approved Improvement Plans, together with curb, gutter, sidewalks, street lighting, fire hydrants, low pressure, high pressure and reclaimed water, sewer, storm, gas and electric lines and services joint utility trench, landscaping, etc. The Department of Public Works (DPW) will have determined that the facilities have been constructed in accordance with the Plans and Specifications and are ready for their intended use. Accordingly FOCIL, the subdivision developer and UCSF are obligated to dedicate certain Infrastructure facilities to the City. The dedication will be for improvements located on portions of Third Street, Fourth Street, Sixteenth Street, Owens Street and Mariposa Street as shown on *Exhibit B.* The Board of Supervisors will be requested to accept the dedication of the public infrastructure. A brief description of said public infrastructure is as follows:

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- a. Third Street at Sixteenth Street (Exhibit B-Map Ref. #7): The 5' widening of Third Street, between Campus Lane, a private street, and Sixteenth Street would allow construction of a 12'-wide sidewalk and a turning radius widening at the northwest corner of the Third Street and Sixteenth Street intersection as shown on *Exhibit B – Map Ref. #7, Exhibit E – Turning Radius Table Item #1* and as described in more detail in the *Mitigation Measures – Traffic Improvement Measure #7 and #8 of the UCSF Draft EIR*. The improvements will be constructed per the Mission Bay South Infrastructure Plan and the approved Improvement Plans and Specifications.
 - b. Third Street between Sixteenth Street and Mariposa Street (Exhibit B-Map Ref. #8, #10 and #19): 5' widening of Third Street between Sixteenth Street and Mariposa Street including a public sidewalk on UCSF property along the UCSF Energy Center turnout as described in more detail in the *Mitigation Measures-Traffic Improvement Measure #9 of the UCSF Draft EIR*, subject to a sidewalk easement as described in Item #6 below.
 - c. Owens Street, South of Sixteenth Street and Southeast Corner of the Owens and Sixteenth Street Intersection (Exhibit B-Map Ref. #5 and #13): Widening of the east side of Owens Street between Sixteenth Street and Mariposa Street and expansion of the southeast corner sidewalk at the Owens and Sixteenth Street intersection as described in more detail in the *Mitigation Measures – Traffic Improvement Measure #3, #4, #5, #11 and Figure 4.3-2 of the UCSF Draft EIR*. The improvements will be constructed per the UCSF Draft EIR and the approved Improvement Plans and Specifications.
 - d. Southerly portion of the Fourth Street and Sixteenth Street intersection (Exhibit B-Map Ref. #11 and #12): Turning radius widening (*Exhibit E - Turning Radius Table Item #4 and #5*) shows radii details) at the southeast and southwest corners of the Fourth Street and Sixteenth Street intersection. The widening will be constructed per the approved Improvement Plans and Specifications.
 - e. Northwest intersection of Owens Street and Sixteenth Street (Bulbout): A sidewalk bulbout will be constructed at the Northwest Corner of the Owens Street and Sixteenth Street intersection as described in the *Mitigation Measure-Traffic Measure #10 of the UCSF Draft EIR*. The improvements will be constructed to reduce pedestrian crossing distance, pursuant to the mitigation measures specified in the *UCSF Draft EIR* and the approved Improvement Plans and Specifications.
 - f. North side of Mariposa Street between Third Street and Fourth Street and the northwest corner of Mariposa Street and Third Street as shown on *Exhibit B-Map Ref. #9 and #14*: 14' widening of the north side of Mariposa street as described in more detail in the *Mitigation Measures – Traffic Improvement Measure #6 of the UCSF Draft EIR and Exhibit H – Mariposa Street Cross Section*. The improvements will be constructed UCSF Draft EIR and the approved Improvement Plans and Specifications.
5. 4th Street Utility Easement

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UCSF has requested an Easement in City fee property beneath Fourth Street between Sixteenth Street and Mission Bay Boulevard South (*Exhibit B-Map Ref. #17*) for the purposes of UCSF maintaining, operating, repairing and replacing the UCSF facilities together with the rights of access through the burdened property to the easement. The Board of Supervisors authorized negotiation of the Fourth Street Utility Easement between Mission Bay Boulevard South and Sixteenth Street pursuant to Ordinances 52-04 and 42-12. The Board of Supervisors will be requested to approve the easement agreement and authorize the Director of Property to execute and record said easement agreement. The agreement is being finalized and will become effective upon recordation.

6. 3rd Street Sidewalk Easement

An easement agreement will be executed between UCSF and the City in which UCSF will be granting an easement to the City on, over, within and across a portion of Assessor's Block and Lot 3992/003 and 3943/003 for the public pedestrian access along a public sidewalk and for installation, repair and maintenance of City street lights and related facilities, shown on *Exhibit B - Map Ref. #19*. The Board of Supervisors will be requested to approve the easement agreement and authorize the Director of Property to execute and record said easement agreement. The agreement is being finalized and will become effective upon recordation.

7. ADA Compliant Curb Ramp Easements

- a. An easement agreement will be executed between UCSF and the City in which UCSF will be granting an Easement to the City on, over, within and across those portions located at the intersection of Fourth Street and Nelson Rising Lane (formerly known as UCSF Lane), also being portions of Assessor's Block and Lot 8711/007 for the purpose of access, constructing, reconstructing, installing, operating, using, maintaining, repairing, and replacing ADA compliant curb ramps for public use, shown on *Exhibit B - Map Ref. #18*. The Board of Supervisors will be requested to approve the easement agreement and authorize the Director of Property to execute and record said easement agreement. The agreement is being finalized and will become effective upon recordation.
- b. An easement agreement will be executed between UCSF and the City in which UCSF will grant an easement to the City on, over, within and across those portions of Assessor's Block and Lot 8723/008 located adjacent to Owens Street and Fourth Street between Sixteenth Street and Mariposa Street for the purpose of access, constructing, reconstructing, installing, operating, using, maintaining, repairing, and replacing ADA compliant curb ramps for public use, shown on *Exhibit B - Map Ref. #20*. The Board of Supervisors will be requested to approve the easement agreement and authorize the Director of Property to execute and record said easement agreement. The agreement is being finalized and will become effective upon recordation.

8. Master Agreement between City and UCSF

An agreement will be executed between UCSF and the City to establish the obligations of UCSF for the implementation and timing of construction of infrastructure pursuant to the mitigation

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measures specified in the draft EIR in connection with development of the UCSF hospital and closure of Fourth Street from Sixteenth Street to Mariposa Street to non-emergency vehicular traffic. The Board of Supervisors will be requested to approve the easement agreement and authorize the execution of the agreement. The agreement is being finalized and will become effective upon execution.

PREVIOUS ACTIONS RELATED TO THIS PROJECT

The Board of Supervisors, the Planning Department and Planning Commission, and the Redevelopment Agency and Redevelopment Commission have taken a number of actions related to this Project. Exhibits listed below are available for review in Docket 2012.0469R at the offices of the Planning Department. The following actions related to the Project have been taken.

1. By Resolution No. 14699 adopted on September 17, 1998, the Planning Commission found that the Mission Bay North and Mission Bay South Redevelopment Plans, dated September 4, 1998, were consistent with the San Francisco General Plan. The Projects referenced above were proposed as part of the Mission Bay South Redevelopment Plan.
2. The Final Subsequent Environmental Impact Report for Mission Bay (FSEIR) was prepared pursuant to the California Environmental Quality Act and was certified as adequate, accurate and objective by:
 - a. Redevelopment Commission Resolution No. 182-98 on September 17, 1998.
 - b. Planning Commission Resolution No. 14696 on September 17, 1998.
 - c. Board of Supervisors affirmed the Planning Commission's certification by Resolution No. 854-98 on October 19, 1998.
 - d. Redevelopment Agency issued Addendum #6 to the FSEIR on September 10, 2008. (*Exhibit I*)
 - e. The current UC proposal is the subject of a "Draft Environmental Impact Report, UCSF Medical Center at Mission Bay – Fourth Street Public Plaza, dated February 15, 2012. (State Clearing House No. 2011122065). UC is currently preparing the FEIR, and projects that it will be certified by the UC Office of President in May, 2012. It has been the intention of the parties that the UC EIR be the underlying document to support the decision related to the Encroachment Permit and various Traffic Improvement Measures, including those actions and projects subject to the subject Case 2012.0469R.
3. The Mission Bay Tentative Map and Land Transfers were found to be consistent with the General Plan and Section 101.1 of the Planning Code in Planning Department's letter to Mr. Mark A. Primeau dated November 13, 1998. (*Exhibit J*)
4. The Mission Bay South Owner Participation Agreement (OPA) including the Mission Bay South Infrastructure Plan (*Excerpts are provided in Exhibits F, G and H*) which defined the subject

- Project horizontal infrastructure was executed between the Redevelopment Agency of the City and County of San Francisco and Catellus Development Corporation on November 16, 1998.
5. The Final Land Transfer Map was approved by the Board of Supervisors by Motion No. M99-79 and recorded in Book Z of Maps, at Pages 97-117, Official Records.
 6. The Fourth Street public improvements between Sixteenth Street and Nelson Rising Lane (formerly known as UCSF Lane) was Accepted by Ordinance No. 52-04 on March 30, 2004. (*Exhibit K*)
 7. The Fourth Street public improvements between Nelson Rising Lane (formerly known as UCSF Lane) and Mission Bay Boulevard South was accepted by Ordinance No. 42-12 on February 28, 2012. (*Exhibit L*)
 8. The Owens Street Phase 1 public improvements between Sixteenth Street and Gene Friend Way was Accepted by Ordinance No. 50-04 on March 30, 2004. (*Exhibit M*)
 9. The Owens Street Phase 2 public improvements between Gene Friend Way and Nelson Rising Lane was Accepted by Ordinance No. 215-11 on November 1, 2011. (*Exhibit N*)
 10. The Mission Bay Block 40/44 Tentative Map, Final Map and Acceptance of Land were found to be consistent with the General Plan and Section 101.1 of the Planning Code in Planning Department letter dated May 19, 2009. (*Exhibit O*)
 11. The Mission Bay Block 40 Final Map was approved by the Board of Supervisors by Motion No. M11-169 and recorded in Book DD of Maps, at Pages 170-176, Official Records. (*Exhibit P*)

ENVIRONMENTAL REVIEW

The Environmental Planning Division of the Planning Department determined that the project is Categorically Exempt from Environmental Review under Class 8 of CEQA Guidelines – Actions by regulatory agencies for protection of the environment. It also found that all physical improvements resulting from project items 1-7 have been cleared under Redevelopment Agency Case No. ER 919.97 Addendum #6, dated 9/10/2008 for the UCSF Medical Center EIR certified on 9/17/1998, and the Draft EIR for the UCSF Medical Center at Mission Bay – Fourth Street Public Plaza, to be certified by the President of the University of California Regents in May 2012 – State Clearing House File No. 2011122065.

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GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION

The Project is consistent with the following relevant objectives and policies of the General Plan. The Project is consistent with the following General Plan Objectives and Policies. The Objectives and Policies are shown in bold font, policy text is in regular font, and staff comments are in *italic font*.

COMMERCE & INDUSTRY ELEMENT

Policy 6.7

Promote high quality urban design on commercial streets.

Comment: The Public Plaza proposed to be constructed in a portion of Fourth Street between Sixteenth Street and Mariposa Street, and other proposed roadway, pedestrian improvements and infrastructure described in this Project will be constructed consistent with the Mission Bay South Redevelopment Plan, which calls for high quality design for improvements on private property and public rights-of-way. The Project includes streetscape and other improvements in the Fourth Street right-of-way between Sixteenth and Mariposa Streets, portions of Owens Street, Sixteenth Street, Fourth Street at Gene Friend Way, Fourth Street at Sixteenth Street, Owens Street between Sixteenth Street and Mariposa Street, Third Street and other locations described in this Case Report. UCSF will establish a major public plaza in a portion of Fourth Street between Sixteenth Street and Mariposa Street. The plaza will include special paving, an amphitheater, tree wells, landscaped "rain gardens," pedestrian scaled lighting, and a multi-use pedestrian/bike path. Fourth Street between Sixteenth and Mariposa Streets would be closed to through-traffic, except for emergency vehicles; it will incorporate a multi-use pedestrian and bicycle path and amenities to accommodate pedestrians and bicyclists.

COMMUNITY FACILITIES ELEMENT

POLICY 10.1

Provide facilities for treatment of storm and wastewater prior to discharge into the Bay or ocean.
Locate such facilities according to the Wastewater and Solid Waste Facilities Plan.

Comment: The Project includes acceptance and dedication of horizontal improvements, including the streets and sidewalks, as well as utilities and infrastructure. These include fresh water, sewer, electric and gas lines, among others. Most of the City has a combined sewer system (CSS); Mission Bay has separate systems to collect and transport sanitary waste and stormwater runoff, to reduce the amount of untreated waste that may be discharged into the Bay after major storm events. The Project may include installation of the separate sewer systems in some of the subject public rights-of-way. The Project may include acceptance and dedication of sewer and stormwater lines. Some utility systems may have been reviewed in separate General Plan referral cases. For example, Mission Bay South Stormwater Pump Station # 4 was reviewed in Case No. 2011.1094R; Mission Bay Sanitary Sewer Pump Station was reviewed separately in Case No. 2011.1224R.

ENVIRONMENTAL PROTECTION ELEMENT

OBJECTIVE 3

MAINTAIN AND IMPROVE THE QUALITY OF THE BAY, OCEAN AND SHORELINE AREAS.

POLICY 3.3

Implement plans to improve sewage treatment and halt pollution of the Bay and Ocean.

Comment: Most of the City has been developed with a combined sewer system, that carries both sanitary waste and stormwater runoff. In Mission Bay, is one of the few areas of the City that will have separate systems for stormwater and wastewater management. Wastewater will continue to be delivered to facilities for treatment before discharge, reducing the amount of untreated (combined) sewage/wastewater that is discharged to the Bay after major storm events.

POLICY 5.1

Maintain an adequate water distribution system within San Francisco.

Comment: The Project includes acceptance and dedication of water distribution lines in the public rights-of-way.

POLICY 5.5

Improve and extend the Auxiliary Water Supply system of the Fire Department for more effective fire fighting.

Comment: The public infrastructure systems to be accepted by the City may include water supply lines, low and high pressure fire hydrants and water distribution lines, as well as elements of the auxiliary water supply system, where appropriate and necessary. Accepting the public infrastructure improvements would implement the referenced General Plan policies.

HOUSING ELEMENT

OBJECTIVE 12

Balance housing growth with adequate infrastructure that serves the City's growing population.

Policy 12.1

Encourage new housing that relies on transit use and environmentally sustainable patterns of movement.

Policy 12.2

Consider the proximity of quality of life elements, such as open space, child care, and neighborhood services, when developing new housing units.

Policy 12.3

Ensure new housing is sustainably supported by the City's public infrastructure systems.

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Comment: While the subject Project does not include housing (it is limited to street, public plaza and infrastructure improvements in a portion of Mission Bay that will support UCSF and affiliated institutions), the Mission Bay Project will provide a significant amount of new housing, including affordable housing units, consistent with the referenced policies. The subject Project is limited to a Master Encroachment Permit for improvements in, on and/or under public rights-of-way, Offers of Dedication of property from UCSF and the PAC Operating Limited Partnership (PAC) to the City and County of San Francisco, Easements and Maintenance Agreements. However, the Project would support housing that is provided in other areas of the Mission Bay Redevelopment Project Area.

The Project is consistent with the referenced policies and is generally consistent with the plans considered in earlier official actions by the Planning Commission, including Res. No. 14699, finding the Mission Bay North and Mission Bay South Redevelopment Plans in conformity with the General Plan. The proposed Project is required in order to implement the Mission Bay South Redevelopment Project, including construction of public infrastructure that will support development of a significant number of new housing units, including market rate and low-cost dwelling units.

RECREATION AND OPEN SPACE ELEMENT

OBJECTIVE 2

DEVELOP AND MAINTAIN A DIVERSIFIED AND BALANCED CITYWIDE SYSTEM OF HIGH QUALITY PUBLIC OPEN SPACE.

POLICY 2.1

Provide an adequate total quantity and equitable distribution of public open spaces throughout the City.

Comment: The proposed Project includes City approval of a Major Encroachment Permit for UCSF to install and maintain a public plaza within a portion of the Fourth Street right-of-way between Sixteenth Street and Mariposa Street. The new plaza would include specialty paving, an amphitheater, tree wells, planted "rain gardens," landscaping, new lighting and drainage features, sidewalk and multi-use pedestrian/bike path, among other improvements. UCSF will be responsible for installation and maintenance of the improvements (subject to a Maintenance Agreement with CCSE). The improvements and other landscape improvements associated with the Project would provide amenities that would benefit residents of the Mission Bay South neighborhood, as well as other City residents. UCSF would be required to maintain the improvements, and shall assume responsibility for repair, liability for unsafe conditions and liability for maintenance of the improvements upon City acceptance of the dedication of the improvements, in one or more Maintenance Agreements and a Master Agreement included as part of the Project.

POLICY 2.6

Make open spaces accessible to people with special needs.

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Comment: The proposed open space, streetscape improvements and other amenities provided as part of this Project would be compliant with ADA accessibility standards. This would include easements for ADA accessible ramps at locations shown on Exhibit A and Exhibit B.

OBJECTIVE 4

PROVIDE OPPORTUNITIES FOR RECREATION AND THE ENJOYMENT OF OPEN SPACE IN EVERY SAN FRANCISCO NEIGHBORHOOD.

POLICY 4.6

Assure the provision of adequate public open space to serve new residential development.

POLICY 4.7

Provide open space to serve neighborhood commercial districts.

Comment: Mission Bay will create substantial new institutional, residential and commercial development. The Project includes establishment of a public plaza in a portion of the Fourth Street public right-of-way between Sixteenth Street and Mariposa Street that would be available for public use, and would be maintained by UCSF. Other public open space improvements that would be created as part of the Mission Bay Project have been reviewed as part of Case 2011.1139R, and other cases. The park and roadway median landscape improvements dedicated as part of this Project, along with others proposed as part of the Mission Bay Redevelopment Project will provide open space improvements serving the new development.

TRANSPORTATION ELEMENT**POLICY 1.2**

Ensure the safety and comfort of pedestrians throughout the city.

OBJECTIVE 23

IMPROVE THE CITY'S PEDESTRIAN CIRCULATION SYSTEM TO PROVIDE FOR EFFICIENT, PLEASANT, AND SAFE MOVEMENT.

Comment: The Project includes a number of improvements to pedestrian circulation that will be consistent and interface with existing and planned pedestrian improvements in the project vicinity. It includes approval of a Major Encroachment Permit to install a public plaza in a portion of the Fourth Street right-of-way, as well as provide other pedestrian improvements on Fourth Street between Sixteenth Street and Mariposa Street. This segment of Fourth Street would be closed to vehicular through-traffic between Sixteenth and Mariposa Streets and would be converted into a pedestrian right-of-way; it would remain open to emergency vehicles. The project also includes the following improvements to pedestrian safety and comfort:

- special paving on Fourth Street at Gene Friend Way;
- special paving at Fourth Street at Sixteenth Street;
- providing public sidewalks on portions of UCSF property; and
- a sidewalk bulbout at the Northwest corner of the Owens Street and Sixteenth Street intersection

OBJECTIVE 24

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IMPROVE THE AMBIENCE OF THE PEDESTRIAN ENVIRONMENT.

POLICY 24.3

Install pedestrian-serving street furniture where appropriate.

Comment: Sidewalks adequate to accommodate expected levels of pedestrians have been incorporated as part of the design of all public rights-of-way. The improvements incorporate sidewalks, landscaping, street lighting, and crosswalks, as well as signage and street furniture, where appropriate and desirable.

OBJECTIVE 27

ENSURE THAT BICYCLES CAN BE USED SAFELY AND CONVENIENTLY AS A PRIMARY MEANS OF TRANSPORTATION, AS WELL AS FOR RECREATIONAL PURPOSES.

POLICY 27.1

Expand and improve access for bicycles on city streets and develop a well-marked, comprehensive system of bike routes in San Francisco.

Comment: The San Francisco Bicycle Plan designates 4th Street as a bicycle route on the City's bicycle route network. The UCSF project plan incorporates a multi-use pedestrian/bike path between Sixteenth Street and Mariposa Street. The project would be consistent with the Bicycle Plan.

URBAN DESIGN ELEMENT

POLICY 1.10

Indicate the purposes of streets by adopting and implementing the Better Streets Plan, which identifies a hierarchy of street types and appropriate streetscape elements for each street type.

...The Better Streets Plan identifies and defines a system of street types and describes the appropriate design treatments and streetscape elements for each street type. Future decisions about the design of pedestrian and streetscape elements should follow the policies and guidelines of the Better Streets Plan, as adopted by the Board of Supervisors on December 7, 2010 and amended from time to time. The Better Streets Plan, is incorporated herein by reference.

The Better Streets Plan, prepared by the San Francisco Planning Department contains the following policies:

Policy 2.1:

Design streets with comfortable spaces for casual interaction and gathering.

Policy 4.1:

Design streetscapes that have a variety of seating opportunities for all users.

Policy 4.3:

Design streets with a comfortable micro-climate for walking, sitting, or Interacting.

Policy 6.1:

Design pedestrian crossings to maximize pedestrian safety and comfort.

Comment: The Project would utilize a portion of the Fourth Street right-of-way between Sixteenth and Mariposa Streets to create a public plaza, providing seating and other amenities that would encourage interaction and gathering. The project would also establish sidewalks, including widened sidewalks and corner bulb-outs that would improve pedestrian safety and comfort. The project is consistent with the cited General Plan policies, as well as policies contained in the Better Streets Plan.

OBJECTIVE 4

IMPROVEMENT OF THE NEIGHBORHOOD ENVIRONMENT TO INCREASE PERSONAL SAFETY, COMFORT, PRIDE AND OPPORTUNITY.

POLICY 4.3

Provide adequate lighting in public areas.

POLICY 4.4

Design walkways and parking facilities to minimize danger to pedestrians.

POLICY 4.8

Provide convenient access to a variety of recreation opportunities.

POLICY 4.10

Encourage or require the provision of recreation space in private development.

POLICY 4.12

Install, promote and maintain landscaping in public and private areas.

Comment: As part of this Project, UCSF will construct streets, intersections, pedestrian and bicycle improvements to a number of public rights-of-way within the Mission Bay South Redevelopment Project Area. The improvements include establishing new public roadways and associated sidewalks, lighting, landscaping, and other improvements, consistent with the level of amenities provided on other City streets. The Project includes establishing a public plaza in a portion of the Fourth Street right-of-way between Sixteenth and Mariposa Streets. The improvements have been designed to accommodate neighborhood residents, workers and other users. The Project includes roadbeds, sidewalks, landscaping and other pedestrian amenities that would be installed along the streets.

RECOMMENDATION: Finding the Project, on balance, in-conformity with the General Plan

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Attachments:

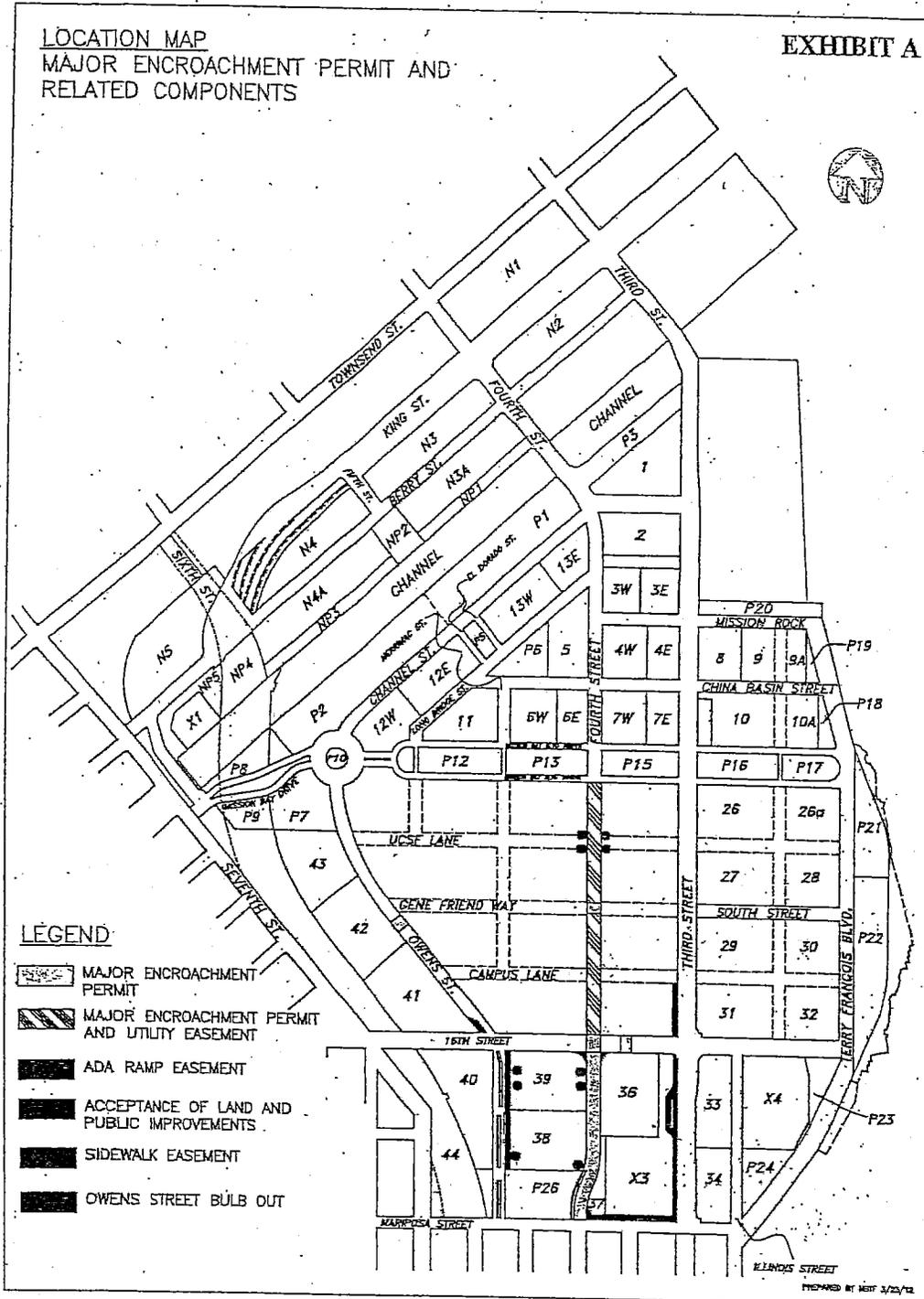
The following two Exhibits are attached to this document:

1. *Exhibit A* – Location Map
2. *Exhibit B* – Overall Project Map

Exhibits:

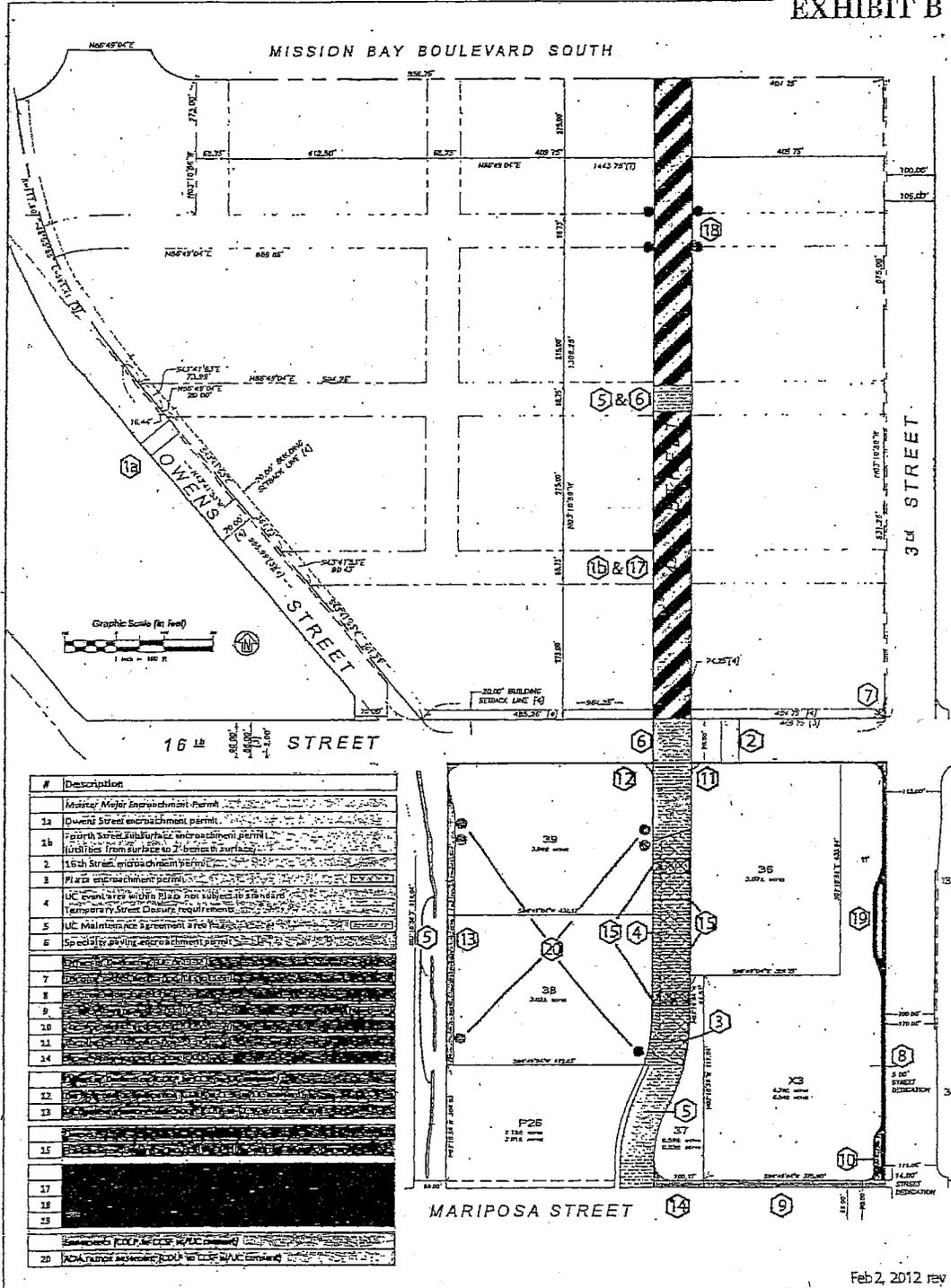
The following Exhibits are referenced in the body of the case report but not attached to this document. Copies of these exhibits are retained in the Case 2012.0469R docket, and the docket is available for review at the office of the San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, CA 94103.

- Exhibit C – Fourth Street Public Plaza Maintenance Agreement between UCSF and CCSF
- Exhibit D – Maintenance Agreement between UCSF and CCSF
- Exhibit E – Turning Radius Table
- Exhibit F – Third Street Cross Section between 16th Street and Campus Way (Excerpt from Mission Bay South Infrastructure Plan)
- Exhibit G – Third Street Cross Section between 16th Street and Mariposa Street (Infrastructure Plan)
- Exhibit H – Mariposa Street Cross Section between Third Street and Fourth Street (Mission Bay South Infrastructure Plan)
- Exhibit I – Redevelopment Agency Addendum # 6 to the *FSEIR*
- Exhibit J – DCP General Plan Consistency for Mission Bay Tentative Map and Land Transfers, 11/13/1998
- Exhibit K – Ordinance No. 52-04 Fourth Street Improvement Acceptance between 16th Street and UCSF Lane
- Exhibit L – Ordinance No. 42-12 Fourth Street Improvement Acceptance between UCSF Lane and Mission Bay Boulevard South
- Exhibit M – Ordinance No. 50-04 Owens Street Phase 1 Improvements Acceptance between 16th Street and Gene Friend Way
- Exhibit N – Ordinance No. 215-11 Owens Street Improvements Acceptance between Gene Friend Way and Nelson Rising Lane
- Exhibit O – DCP Consistency for Mission Bay Block 40/44 Tentative Map, Final Map, Acceptance of Land and Acceptance of Improvements (Planning Case No. 2009.0071R)
- Exhibit P – Motion approving Mission Bay Block 40 Final Map



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Attachment 2
EXHIBIT B



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PLANNING CODE SECTION 101.1(B) PROVISIONS - EIGHT PRIORITY POLICIES

Planning Code Section 101.1(b) establishes the following eight priority planning policies and requires review of permits for consistency with said policies. The Project is found to be consistent with the Eight Priority Policies of Planning Code Section 101.1(b) in that:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced.

The Project would not affect neighborhood serving retail uses or opportunities for employment in or ownership of such businesses.

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods.

The Project would not affect the City's housing stock or neighborhood character.

3. That the City's supply of affordable housing be preserved and enhanced.

The Project in itself (a major encroachment permit, City acceptance of real property and infrastructure improvements, Maintenance Agreements, etc.) would have no effect on the City's supply of affordable housing. The UCSF Project is located in the Mission Bay South Redevelopment Area and is consistent with the Redevelopment Plan. Implementation of the Mission Bay North and South Redevelopment Plans, as adopted, would ultimately result in increasing the City's supply of affordable housing.

4. That commuter traffic not impede Muni transit service or overburden our streets or neighborhood parking.

The Project would not adversely impede MUNI transit service or overburden city streets and neighborhood parking. The land proposed to be accepted by the City and infrastructure improvements proposed to be accepted and dedicated for public use have been designed and constructed consistent with approved plans for the Mission Bay Redevelopment Project Area. The public rights-of-way and related infrastructure proposed to be accepted for public dedication have been designed to accommodate all users and would enhance a mix of transportation modes.

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced.

The Project would not affect the industrial or service sectors or future opportunities for resident employment or ownership in these sectors.

UCSF Encroachment Permit, City acceptance of Land, Dedication of Public Infrastructure, Easements, Approval of a Master Agreement & Maintenance Agreements – Mission Bay South

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

The Project, limited to approval of encroachment permits and maintenance agreements, City acceptance of land, and acceptance of dedication of horizontal public infrastructure improvements (once constructed consistent with approved plans) would not adversely affect City preparedness against injury or loss of life in an earthquake. All development would be constructed consistent with current Building and Seismic Codes and regulations. The Project would not negatively affect preparedness against injury and loss of life in an earthquake.

7. That landmarks and historic buildings be preserved. The Project would not affect any landmark or historic buildings.

The Project would not affect any landmark or historic buildings.

8. That our parks and open space and their access to sunlight and vistas be protected from development.

The Project includes acceptance and dedication of real property and infrastructure improvements including streets and related infrastructure and landscape improvements. The Project would have no adverse effect on parks and open space or their access to sunlight and vistas.

I:\Citywide\General Plan\General Plan Referrals\2011\2011.1139R Mission Bay South Acceptance of Land and Public Infrastructure.doc



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May 15, 2012

ACTION UNDER PRESIDENT'S AUTHORITY - APPROVAL OF THE BUDGET AND APPROVAL OF DESIGN FOLLOWING ACTION PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT, MISSION BAY FOURTH STREET PUBLIC PLAZA, SAN FRANCISCO CAMPUS

EXECUTIVE SUMMARY

This item addresses the proposed development of the Fourth Street Public Plaza project ("Plaza") to construct a public plaza adjacent to the Phase I Hospital on the Mission Bay campus. The project site is on land owned or leased by the Regents and includes land located on the Fourth Street right-of-way that runs south of 16th Street, between 16th and Mariposa Streets. The project is contingent upon the campus acquiring a major encroachment permit from the City and County of San Francisco (City) for the portion of the Fourth Street right-of-way that is the site of this project. Currently, Fourth Street bisects the campus and terminates at 16th Street. The portion of Fourth Street related to the Plaza is not currently developed nor has it yet been developed as a city street.

The President is being asked to: (1) approve the project budget of \$13,645,000 (funded from hospital reserves); (2) certify the Environmental Impact Report for the UCSF Medical Center at Mission Bay - Fourth Street Public Plaza project; (3) adopt the mitigation monitoring and reporting program; (4) adopt the Findings; and (5) approve the Fourth Street Plaza project design and traffic improvement measures. The proposed plaza construction and traffic improvement measures are scheduled to commence in July 2013 and be completed by December 2014.

RECOMMENDATION

It is recommended that:

- (1) The President amends the 2011-12 Budget for Capital Improvements and the Capital Improvement Program to include the following project:

San Francisco: Mission Bay Fourth Street Public Plaza - preliminary plans, working drawings, construction, and equipment - \$13,645,000, to be funded from hospital reserves.



GENERAL - DIRECTOR'S OFFICE

City Hall, Room 348

1 Dr. Carlton B. Goodlett Place, S.F., CA 94102

(415) 554-6920 ■ www.sfdpw.org



Edwin M. Lee, Mayor
 Mohammed Nuru, Director

DPW Order No: 180381

June 21, 2012

Recommendation for 1) approving and authorizing a master agreement between the City and The Regents of the University of California, on behalf of the University of California, San Francisco campus ("UCSF") governing various public improvements and other transactions relating generally to Fourth, Owens, Third and Sixteenth Streets in Mission Bay, and approving and authorizing the permit and agreements contemplated by such agreement, including (a) the issuance of a major encroachment permit granting revocable permission to UCSF to occupy portions of these streets for UCSF improvements and activities, including a Fourth Street public plaza, (b) maintenance agreements for said improvements, (c) an easement agreement for UCSF utilities under Fourth Street between Sixteenth Street and Mission Bay Boulevard South, (d) easement agreements for public pedestrian passage over the flared sides of ADA sidewalk curb ramps and for public pedestrian passage and City utilities over certain property within the UCSF campus, and (e) a lease of subsurface and air space for UCSF improvements above and below certain segments of Fourth Street between Sixteenth and Mariposa Streets on State Trust property; 2) accepting offers of real property and public improvements along such streets and portions of Mariposa Street for street widening, turning radii and right turn lane purposes.

WHEREAS, On November 2, 1998, the City, acting through its Board of Supervisors approved the Mission Bay South Redevelopment Plan ("Mission Bay Plan") by its Ordinance No. 335-98; and

WHEREAS, On November 6, 1998, an agreement between Catellus Development Corporation ("Catellus"), State of California and the City and County of San Francisco ("City") was recorded as Document No. 98-G463585 in Reel H257, Image 225, Official Records of the City and County of San Francisco ("Official Records"); and

WHEREAS, The Regents of the University of California ("Regents") acquired the lands for the its UCSF Mission Bay Campus in three parts, commonly known as Early Contribution, First Contribution and Second Contribution; and

WHEREAS, The Early Contribution was acquired from Catellus' Grant Deed and City Quitclaim Deed recorded on November 6, 1998 as Document No. 98-G463592 in Reel H257,



Image 232 and Document No. 98-G463588 in Reel H257, Image 228, Both Official Records, respectively; and

WHEREAS, On November 16, 1998, the Redevelopment Agency of the City and County of San Francisco (the "Redevelopment Agency") and Catellus entered into the South Mission Bay Owner Participation Agreement, including the Mission Bay South Infrastructure Plan; and

WHEREAS, On November 16, 1998, the City and County of San Francisco (the "City") and the Redevelopment Agency entered into the Mission Bay South Interagency Cooperation Agreement; and

WHEREAS, The First (1st) Contribution was acquired from Catellus' Grant Deed and City Quitclaim Deed recorded on July 19, 1999 as Document No. 99-G622188 in Reel H429, Image 540 and Document No. 99-G622189 in Reel H429, Image 541, Both Official Records, respectively; and

WHEREAS, By Resolution No. 743-02, the Board of Supervisors granted revocable permission to The Regents to occupy a portion of the public right-of-way to install and maintain utility crossings and joint trenches on future Fourth Street and Owens Street, and on future South Common Street, for providing various services to the new UCSF Mission Bay campus; and to construct and maintain an at-grade pedestrian crossing at a future mid-block signalized intersection on future Fourth Street at future private Fourteenth Street. This encroachment permit expired according to its terms,

WHEREAS, On March 30, 2004, the Board of Supervisors, pursuant to its Ordinance No. 52-04, accepted the public improvements, established the Fourth Right-of-Way between Nelson Rising Lane and Sixteenth Street, and authorized the Director of Property to negotiate a Public Utility Easement for UCSF utilities; and

WHEREAS, The Second (2nd) Contribution was acquired from Catellus' Grant Deed and City Quitclaim Deed recorded on December 17, 2004 as Document No. 2004-H871364 in Reel I786, Image 212 and Document No. 2004-H871365 in Reel I786, Image 213, Both Official Records, respectively; and

WHEREAS, The Regents acquired lands for the its UCSF Medical Center Mission Bay in Grant Deed recorded on December 19, 2005 Document No. 2005-I093674 in Reel J039, Image 521; and

WHEREAS, On January 1, 2006, The Regents entered into a Lease for its UCSF Medical Center, which a Memorandum of such Lease was recorded on February 15, 2006 as Document No. 2006-I126965 in Reel J078, Image 018, Official Records; and

WHEREAS, On January 1, 2006, The Regents entered into a Purchase Option Agreement for its UCSF Medical Center, which a Memorandum of such Agreement was recorded on February 15, 2006 as Document No. 2006-I126966 in Reel J078, Image 019, Official Records; and

WHEREAS, The Regents acquired additional land for the its UCSF Medical Center Mission Bay in Grant Deed recorded on January 5, 2007 Document No. 2007-I311357 in Reel J301, Image 134; and



WHEREAS, On April 14, 2009 the City, Department of Public Works issued Street Excavation Permit No. 09E-0056 to construct the "Blocks 36-39 and X-3 Public Improvements"; and

WHEREAS, On July 17, 2009 the City, Department of Public Works issued a revised Street Excavation Permit No. 09E-0114 to construct the "Mission Bay 66" Sewage Force Main Relocation Public Improvements"; and

WHEREAS, On September 21, 2011, The Regents submitted various documents related to the development of its UCSF Medical Center, which the construction of a Public Plaza within the Fourth Street right-of-way between Sixteenth Street and Mariposa Street and closure of this area to vehicular traffic. The Documents include Irrevocable Offers of Dedication of land, Grant Deeds, Easement, Maintenance Agreements, Major Encroachment Permit, Lease and Master Agreement; and

WHEREAS, The Regents acquired additional land for the UCSF Medical Center Mission Bay in Grant Deed recorded on December 29, 2011 as Document No. 2011-J326146 in Reel K552, Image 155; and

WHEREAS, On February 28, 2012, the Board of Supervisors, pursuant to its Ordinance No. 42-12, accepted the public improvements, established the Fourth Right-of-Way between Nelson Rising Lane and Mission Bay Boulevard South, and authorized the Director of Property to negotiate a Public Utility Easement for UCSF utilities; and

WHEREAS, On March 14, 2012, the Regents submitted a Major Encroachment Permit Application for the areas of public right-of-way to be occupied by UCSF; and

WHEREAS, On May 2, 2012, a Director's Hearing was held to have public comment on the Major Encroachment Permit and there were no objections from the public.

WHEREAS, The Planning Department in letters dated November 20, 2001, January 28, 2004, and December 15, 2011 determined that the previously installed University utilities identified were in compliance with the California Environmental Quality Act (California Public Resources Codes Sections 21000 et seq., "CEQA"). Copies of said letters are on file with the Clerk of the Board of Supervisors in File Nos. 021454, 040139, 120003 respectively, and are incorporated herein by reference. For the actions contemplated herein related to the previously installed University utilities, the Director recommends that the Board of Supervisors continues to rely on said determinations and the Planning Department determination set forth below; and

WHEREAS, The Regents, as the lead agency under CEQA and the California Code of Regulations Sections 15000 et seq., ("CEQA Guidelines"), for the UCSF Medical Center at Mission Bay prepared and certified the Final Environmental Impact Report on the UCSF Medical Center at Mission Bay on September 17, 2008 (the "MCMB EIR"); and

WHEREAS, The Regents adopted CEQA Findings, including a statement of overriding considerations and a mitigation monitoring and reporting program and approved the first phase



of the UCSF Medical Center at Mission Bay on September 17, 2008, which documents are on file with the Oversight Board and incorporated in this Order by this reference; and

WHEREAS, The Regents, through the University President, prepared and certified the MCMB – Fourth Street Public Plaza FEIR ("Project FEIR") on May 18, 2012, which tiers off of the MCMB EIR; and

WHEREAS, The Project FEIR analyzes the environmental effects of having the University construct and maintain a public plaza on Fourth Street between Sixteenth Street and Mariposa Street; it also analyzes the effects of implementing eleven (11) traffic improvement measures identified by the University, some of which are necessary to avoid significant traffic effects if the University approves and implements the second phase of the UCSF Medical Center at Mission Bay. The Project FEIR concludes that mitigation measures incorporated into the Project would fully mitigate any significant effects that could result from the Project; and

WHEREAS, The University President adopted environmental findings, including a mitigation monitoring and reporting program for the Project on May 18, 2012, which findings are incorporated in this Order by reference; and

WHEREAS, The Oversight Board and the City, are responsible agencies as defined by CEQA Guidelines Section 15381 and these entities, through the Planning Department, have complied with the requirements for a responsible agency as set forth in CEQA Guidelines Section 15096; and

WHEREAS, The Oversight Board reviewed the information contained in the Project FEIR as relevant to its approval of schematic design for the pedestrian bridges over Fourth Street and the environmental findings contained in The Regents' and University approval actions related to the Project and the mitigation monitoring and reporting program. The Oversight Board also adopted findings for the project (the "CEQA Findings") in accordance with CEQA, the CEQA Guidelines, and San Francisco Administrative Code Chapter 31 ("Chapter 31") which findings are found in Attachment A to the Oversight Board's Resolution No. 8-2012, and its Exhibit 1, the Mitigation Monitoring and Reporting Program. Said Resolution is incorporated herein by reference; and

WHEREAS, The MCMB FEIR and Project FEIR, prepared and certified as adequate by The Regents and the University, have been made available for review by this Department and the public and these documents are part of the record before the Department; and

WHEREAS, The Department has reviewed and considered the MCMB FEIR and Project FEIR and the record as a whole, finds that the MCMB FEIR and Project FEIR are adequate for its use as the decision-making body for the approval of the Project under California Public Resources Code Section 21161.5 and hereby adopts and incorporates into this Order by this reference the Oversight Board's CEQA Findings as its own. In addition, this Department hereby includes those mitigation measures within the City's jurisdiction as conditions to the approval of this Order; and



WHEREAS, The Department finds that the approval of the actions contemplated in this Order are within the scope of the project analyzed in the Project EIR; and\

WHEREAS, The Department finds that since The Regents certified the Project FEIR, there have been no substantial project changes and no substantial changes in project circumstances that would require major revisions to the Project FEIR due to the involvement of the new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the Project FEIR; and

WHEREAS, The Department has not identified any feasible alternative or additional feasible mitigation measures within its powers that would substantially lessen or avoid any significant effect the project would have on the environment; and

WHEREAS, In a letter (attached as Exhibit A) dated May 15, 2012 the City Planning Department determined that the Major Encroachment Permit and related documents are consistent with the General Plan consistency findings of Case No. 2012.0469R and the Eight Priority Policies of Planning Code Section 101.1 and the contemplated actions do not trigger the need for subsequent environmental review pursuant to the California Environmental Quality Act (CEQA) (California Public Resources Code Sections 21000 et seq.); and

WHEREAS, In a letter for John Updike, Acting Director of Property, dated June 8, 2012, the Real Estate Division found the terms and conditions of all documents are acceptable; and

WHEREAS, On June 11, 2012, the Oversight Board by its Resolution No. 8-2012 adopted the CEQA Environmental Findings, approved Concept and Schematic Design for the New Public Plaza and Fourth Street; and

WHEREAS, In a letter (attached as Exhibit B) dated June 15, 2012, the Office of the City Administrator, acting as the Successor Agency to the San Francisco Redevelopment Agency, found the approval of the Encroachment Permit and related documents are "consistent with the Mission Bay South Redevelopment Plan and Plan Documents, described therein, and recommends Board of Supervisors approval"; and

WHEREAS, Notwithstanding the public right-of-way occupancy assessment fee set forth in Public Works Code Section 786.7, the Department recommends that the Board of Supervisors assesses a one-time fee of \$12,597.00 for the permitted facilities located in the Owens Street right-of-way and serving the Gladstone Institute. This fee amount is based on a net present value of the useful life of the permitted encroachment; and

WHEREAS, The Department has reviewed the Ordinance pending at the Board of Supervisors that contains certain findings and more fully details the various approvals and actions set forth below and recommends that the Board adopt such Ordinance;

NOW, THEREFORE BE IT ORDERED THAT,



San Francisco Department of Public Works
Making San Francisco a beautiful, livable, vibrant, and sustainable city.

With respect to the Master Agreement:

I hereby recommend the Board of Supervisors approve and authorize the Director of Public Works to execute the Master Agreement.

With respect to the Major Encroachment Permit:

I hereby recommend the Board of Supervisors approve and authorize the Director of Public Works to issue the Major Encroachment Permit, subject to the terms and conditions as presented in a Draft DPW Order.

With Respect to two (2) Maintenance Agreements:

I hereby recommend that the Board of Supervisors approve and authorize the Director of Public Works execute and record the Maintenance Agreements for the Fourth Street Public Plaza and all other encroachments and sidewalks adjacent to the Mission Bay UCSF Mission Bay campus.

With respect to Offers of Dedication and Grant Deeds:

I hereby recommend the Board of Supervisors accept the Irrevocable Offers of Dedication.

I further recommend that the Board of Supervisors approve the Grant Deeds and delegate authority to the Director of Property to execute and record the Grant Deeds at the time of acceptance of the public infrastructure improvements.

With Respect to City grant of Public Utility Easement to UCSF:

I hereby recommend that the Board of Supervisors approve and authorize the Director of Property to execute the Public Utility Easement.

With Respect to Acceptance of Public Sidewalk Easement and ADA Ramp Easements:

I hereby recommend that the Board of Supervisors approve the Public Sidewalk Easement and two (2) ADA Ramp Easements and authorize the Director of Property to execute, accept and record the Public Sidewalk Easement and ADA Ramp Easements.

With Respect to Lease of City Property to UCSF:

I hereby recommend that the Board of Supervisors approve and authorize the Director of Property to execute the Lease and execute and record the Memorandum of Lease for above ground and below ground improvements in Fourth Street between Sixteenth and Mariposa Streets.



6/21/2012

X Fuad Sweiss, City Engineer

Sweiss, Fuad
Approver 1

X

Nuru, Mohammed
Approver 2



CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
ORDER NO. _____

PURSUANT TO ORDINANCE NO. _____ ADOPTED BY THE BOARD OF SUPERVISORS ON JULY ____, 2012, REVOCABLE PERMISSION IS GRANTED TO THE REGENTS OF THE UNIVERSITY OF CALIFORNIA TO OCCUPY - PORTIONS OF THE FOURTH STREET, OWENS STREET AND SIXTEENTH STREET PUBLIC RIGHT-OF-WAYS TO INSTALL, USE AND MAINTAIN: A PUBLIC PLAZA WITHIN A PORTION OF THE FOURTH STREET RIGHT-OF-WAY BETWEEN SIXTEENTH STREET AND MARIPOSA STREET; UNIVERSITY OF CALIFORNIA UTILITIES; SPECIALTY PAVING; AND A NEW MEDIAN DIVIDER ON A PORTION OF OWENS STREET BETWEEN SIXTEENTH STREET AND MARIPOSA STREET.

In response to an Application for Major Encroachment Permit received from Cindy Lima of the The University of California Medical Center at Mission Bay, 654 Minnesota Street, 2nd Floor, San Francisco, CA 94143-0286, agent for The Regents of the University of California (the "Permittee"), and pursuant to Articles 2.4 & 15 of the Public Works Code, permission revocable at the will of the Director of Public Works is granted to Permittee, to perform the following within the respective areas as described and depicted on Exhibit A (the "Reference Map Exhibit") attached hereto and made a part hereof:

1. Install, use and maintain University of California communications utilities in a portion of Owens Street, North of Sixteenth Street, to provide utility connections between the University of California Research Site and the J. Gladstone Institute in Area 1 as described and depicted on the Reference Map Exhibit.
2. Install, use and maintain University of California utilities in portions of Sixteenth Street to provide utility connections between University of California Medical Center and Research Site in Area 2 as described and depicted on the Reference Map Exhibit.
3. Install, use and maintain pedestrian improvements including specialty paving on a portion of Fourth Street at its intersection with Gene Friend Way, including landscape, sidewalk and street improvements and traffic signal in Area 3 as described and depicted on the Reference Map Exhibit ("Special Pedestrian Improvement Area 3").
4. Install, use and maintain a public plaza within a portion of the Fourth Street right-of-way between Sixteenth Street and Mariposa Street in Area 4 as described and depicted on the Reference Map Exhibit, including specialty paving, tree wells, planted "rain gardens," new lighting and drainage, sidewalks, and multi-use pedestrian/bike path and landscape and street improvements ("Public Plaza").
5. Install, use and maintain a new median divider on a portion of Owens Street between Sixteenth Street and Mariposa Street and future Traffic Signal, if needed, for purposes of traffic and pedestrian improvement in Area 5 as described and depicted on the Reference Map Exhibit.
6. Install, use and maintain pedestrian improvements including specialty paving on Fourth Street at its intersection with Sixteenth Street in Area 6 as described and depicted on the Reference Map Exhibit ("Special Pedestrian Improvement Area 6").

7. Install, use and maintain future utilities and connections and use and maintain existing utilities and connections in the Fourth Street right-of-way between Mission Bay Boulevard South and Sixteenth Street within the area between 2 feet below the finished grade surface of the street improvements and the finished grade surface of the street improvement in Area 7 as described and depicted on the Reference Map Exhibit. The utilities and connections described in this item 7 include elements of utility facilities (such as access vaults, manhole covers and other appurtenances) required in connection with utility facilities installed or to be installed by or on behalf of Permittee pursuant to the terms of that certain Easement Agreement (Underground Utilities), dated on or about the date hereof, between City, as grantor, and Permittee, as grantee (the "Utility Easement Agreement"), which Utility Easement Agreement grants Permittee certain easement rights within certain subsurface real property held by City in its proprietary capacity located between 2.00 feet below the finished surface of the Fourth Street improvements and 19.00 feet below the finished surface of the Fourth Street Improvements as shown on the official grade map adopted by the Board of Supervisors on March 30, 2004, and as set forth in Department of Public Works Order No. 174,644, Drawing No. Q20-619. The subsurface area referenced in said Utility Easement Agreement is below the subsurface area in Area 7 that is subject to this Permit as described above.

Areas adjacent to the installations allowed hereunder that are damaged as a result of the construction, repair, maintenance or use allowed hereunder shall be properly repaired or reconstructed as directed by the appropriate Agency of the City and County of San Francisco. In addition, Permittee shall be responsible for ponding due to construction or other activities allowed hereunder.

The above mentioned work shall be constructed in general conformance with the schematic design as shown on the following: (i) plans dated May 29, 2012, titled "4th Street Public Plaza—Project Schematic Design Package", prepared by CMG Landscape Architecture for Fourth Street Public Plaza (the "UCSF Street and Utility Improvements Plans"); (ii) plans for "Blocks 36-39 & X3 Public Improvements", related to Fourth Street prepared by GHD Inc. for activities other than the Fourth Street Public Plaza and previously constructed work.

All surface and subsurface improvement allowed by the Permit shall be maintained by the University of California, or its successor or assigns, subject to the terms and conditions of the "Memorandum of Agreement (Maintenance of Sidewalk and Additional Improvements)" between the City and County of San Francisco ("City") and the Permittee recorded on _____, 2012, in Reel _____, Image _____, Official Records of the City and County of San Francisco, and the "Memorandum of Agreement (Maintenance of Fourth Street Public Plaza)" between the City and the Permittee recorded on _____, 2012, in Reel _____, Image _____, Official Records of the City and County of San Francisco (collectively, the "Maintenance Agreements").

The Permittee shall submit to the Bureau of Street-Use and Mapping a non-refundable normal and customary fee pursuant to the then current approved fee schedules of the Department of Public Works and under San Francisco Building Code Section 106 and Table 1A-A, or any revision of or successor to the foregoing, based upon the final permit drawings to cover the cost of issuing the permit. Inspection by the Department of Public Works will be billed separately to the Permittee.

Pursuant to San Francisco Public Works Code Section 786.7(e), all annual assessment fees shall not be charged to the University of California in relation to the occupancy and use of the areas covered by this Permit except as otherwise set forth therein. Notwithstanding the public right-of-way occupancy

DPW Order No. _____

[DATE]

Page 3

assessment fee set forth in Public Works Code Section 786.7(b), which would be \$2,040.00 annually based on the square foot calculation of the subject encroachment, the Board of Supervisors will assess a onetime fee of \$12,597.00 for the permitted communication facilities servicing The J. Gladstone Institute within Area 1 as described and depicted in the Reference Map Exhibit.

All elements of the permitted occupations of the public right-of-ways, as described and depicted herein, shall conform to the applicable provisions, rules, regulations and guidelines of the San Francisco Building Code (SFBC), The Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

Regulations in Department of Public Works Order No. 176,707 shall apply to the above occupations of the public rights-of-way.

The Permittee shall obtain a permit at the Central Permit Bureau, 1660 Mission Street, for the occupancy of the public right-of-ways at the above locations, as required in Section 724 of the Public Works Code.

The Permittee shall obtain a permit from Department of Public Works Bureau of Urban Forestry, 2323 Cesar Chavez Street, telephone: (415) 641-2674, for the planting and installation of any trees and/or any additional landscaping improvements included in the approved UCSF Street and Utility Improvements plans.

The Permittee shall contact the Municipal Transportation Authority/Department of Parking & Traffic at 1 South Van Ness Avenue, 7th Floor, telephone: (415) 701-4500, for traffic requirements prior to beginning construction.

The Permittee shall conduct its operations in accordance with the requirements of the San Francisco Transportation Code and the San Francisco Municipal Transportation Agency's "Regulations for Working in San Francisco Streets" (commonly known as the "Bluebook") and any successor Codes or regulations.

All work shall be done by a licensed contractor and in accordance with the requirements of the Standard Specifications of the Bureau of Engineering, Department of Public Works, April 2007 Edition or the current edition in effect at the time of construction, including sidewalk and pavement cutting and removal, lagging, excavation, backfill and sidewalk and pavement restoration.

The Permittee shall verify the locations of any City or public service utility company facilities that may be affected by the occupations of the public right-of-ways authorized by this Permit and shall assume all responsibility for any damage to such facilities due to the occupations of the public rights-of-way. The Permittee shall make satisfactory arrangements and payments for any necessary temporary relocation of City or public service utility company facilities. Permittee shall register with Underground Service Alert ("USA") in order have its utilities identified in case of third party excavation work within the Permit area.

The permission granted by this Order is merely a revocable license. The City may revoke said permission or portions thereof pursuant to the Master Agreement between the City and The Regents after written notice to Permittee and following a reasonable period for Permittee to cure any issue raised by the Director of Public Works arising from the Permit. The City also may revoke this permission or portions

thereof for a public purpose or if it is determined that Permit or portions thereof are no longer necessary. Upon the revocation of the Permit or portions thereof, the undersigned Permittee, its successors or assigns in interest, by acceptance of this Permit, shall remove or cause to be removed the encroachments or portions thereof permitted herein and all the materials used in connection with their construction and restore the areas to a condition satisfactory to the Director of Public Works, without expense to the City and County of San Francisco. No transfer or assignment of this Permit shall be allowed without the written consent of the Director of Public Works. The Director of Public Works may appropriately condition the transfer or assignment of this Permit with new or modified Permit terms.

In the Public Plaza, the Permittee may place fixed and moveable outdoor café tables and chairs, maintain specialty paving, tree wells, plant "rain gardens," place moveable public seating throughout the Public Plaza for the use of the general public at all times during normal business hours, except during private events, conduct and allow art, music and food-related events and performances open to the public, farmer's markets, concerts, health fairs and blood drives, festivals and carnivals, and exercise classes, and may cause the temporary closure of portions of the Public Plaza area for private events. Permittee shall notify the Director of Public Works 30 days in advance of any event and shall obtain the required City permits or authorization for such events. Such permits and authorization may include, but are not limited to, street closure authorization from the Municipal Transportation Agency, permits from the San Francisco Fire Department for operations in the Public Plaza involving an open flame, and noise permits for applicable operations involving amplified sound in the Public Plaza. In addition, such City permits and authorizations may include reasonable conditions. Permittee shall be allowed no more than ten private events per month within the Public Plaza; provided, however, that the Director of Public Works may issue a written waiver for additional events to occur within a particular month or months.

Pursuant to Ordinance No. _____, adopted by the Board of Supervisors on July ____, 2012, the Board of Supervisors delegated to the Director of Public Works the authority to approve future encroachments associated with the UCSF Street and Utility Improvements, including, without limitation, future utility boxes or vaults located within the sidewalk area, additional utilities and connections, and ancillary structures below and above ground to be located within the dedicated street area, subject to review and approval of plans for such encroachments. The Board of Supervisors also delegated authority to the Director of Public Works to modify this Permit and permitted activities consistent with the purpose of the Ordinance. Any additional installations in the area subject to the Utility Easement Agreement shall be governed by the Utility Easement Agreement.

The Permittee shall call Underground Service Alert (USA), telephone: (800) 227-2600, 48 hours prior to any excavation.

In consideration of this Permit being issued for the occupations of the public right-of-ways described herein, the Permittee on its behalf and that of any successor or assign, promises and agrees to comply with all the terms of this Permit and with all applicable laws, ordinances and regulations.

The Permittee agrees on its behalf and that of any successor or assign to hold harmless, defend, and indemnify the City and County of San Francisco, including, without limitation, each of its commissions, departments, officers, agents and employees (hereinafter collectively referred to as the "Indemnified Parties") from and against any and all losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs or judgments including without limitation, reasonable attorneys' fees and costs (collectively "Claims") of any kind allegedly arising directly or indirectly from (a) any injury to or death

of any person, including but not limited to agents of Permittee and any contractor or subcontractor, or any officer, agent, or employee of either of them, or damage to or destruction of any property occurring in, on or about the Public Plaza, from any cause whatsoever, except to the extent caused by the gross negligence or willful misconduct of an Indemnified Party, (b) any injury to or death of any person, or damage to or destruction of any property occurring in, on or about Special Pedestrian Improvement Area 3 or Special Pedestrian Improvement Area 6 arising in connection with pedestrian or bicycle use thereof following installation of specialty paving or pedestrian improvements pursuant to this Permit, except to the extent caused by the gross negligence or willful misconduct of an Indemnified Party, (c) any injury to or death of any person, including but not limited to agents of Permittee and any contractor or subcontractor, or any officer, agent, or employee of either of them, or damage to or destruction of any property occurring in, on or about the areas other than the Public Plaza which are the subject of this Permit, in proportion to and to the extent such injury, death or physical damage arises out of or is connected in any way whatsoever with the performance of the operations authorized by this Permit, or allegedly results directly or indirectly from the maintenance or installation of any equipment, facilities, or structures authorized under this Permit, except to the extent caused by the negligence or willful misconduct of an Indemnified Party, (d) any failure by Permittee in the observance or performance of any of the terms, covenants or conditions of this Permit or the Maintenance Agreements, and liens or claims for services rendered or labor or materials furnished in or for the performance of the operations authorized by this Permit, or (e) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by Permittee in, under, on or about the property subject to this Permit or into the environment. As used herein, "hazardous material" means any substance, waste or material which, because of its quantity, concentration of physical or chemical characteristics is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.

The Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any Claim which actually or potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such Claim is tendered to Permittee by the City and continues at all times thereafter. The Permittee agrees that the indemnification obligations assumed under this Permit shall survive expiration of the Permit or completion of the operations authorized by the Permit.

Permittee presently maintains a program of self-insurance. City agrees that The Regents of the University of California, as Permittee, shall not be required to carry any insurance with respect to this Permit. Without limiting Permittee's obligations hereunder, (a) Permittee shall be liable for the full equivalent of insurance coverage which would have been available if the applicable insurance policies described in this Permit had been obtained by Permittee from a third party insurer, in full compliance with the provisions of this Permit, and shall pay on behalf of or indemnify City for all amounts which would have been payable by the third party insurer; and (b) Permittee shall act with the same promptness and subject to the same standards of good faith as would apply to a third party insurance company. Permittee shall cause any contractor performing work on behalf of Permittee pursuant to this Permit (the "Required Party") to procure and maintain general liability, automobile liability or workers' compensation insurance as the City deems necessary to protect the City against claims for damages for personal injury, accidental death and property damage allegedly arising from any improvements, installations, activities or uses under this Permit. As of the issuance date of this Permit, the required coverage is as described in Exhibit B, which is hereby incorporated into and made a part of this Permit. Such insurance shall in no way limit Permittee's indemnity hereunder. Certificates of insurance or other

DPW Order No. _____

[DATE]

Page 6

reasonable evidence of such insurance, in form and with insurers satisfactory to the City, evidencing all coverages above shall be furnished to the City before commencing any operations under this Permit, with complete copies of policies furnished promptly upon City request. Permittee acknowledges that this Permit does not require Permittee to carry liability insurance with respect to its use of the areas covered by the Permit solely because it is the present policy of Permittee to self-insure as to the matters covered by such insurance. Permittee hereby agrees that if to any extent such policy changes so that Permittee does carry liability insurance, Permittee will carry the insurance coverage described in **Exhibit B**. Any and all permitted successors or assigns to this Permit shall be required to carry liability insurance.

The Permittee and any permitted successor or assign recognize and understand that this Permit may create a possessory interest.

Director of Public Works

Deputy Director of Public Works and
City Engineer

[RECOMMENDED:

Jerry Sanguinetti
Bureau Manager
Street-Use & Mapping

Outside of BSM

Dept. Files (2)
Central Permit Bureau
Street Repair — 2323 Cesar Chavez

Inside of BSM

Inspector — N. Lynch
1660 Mission — E. Tang/B. Gajme
Nick Elsner (1-signed)

APPROVED: _____, 2012

_____, DIRECTOR]

Exhibit A

UCSF Mission Bay Encroachment Permit Areas

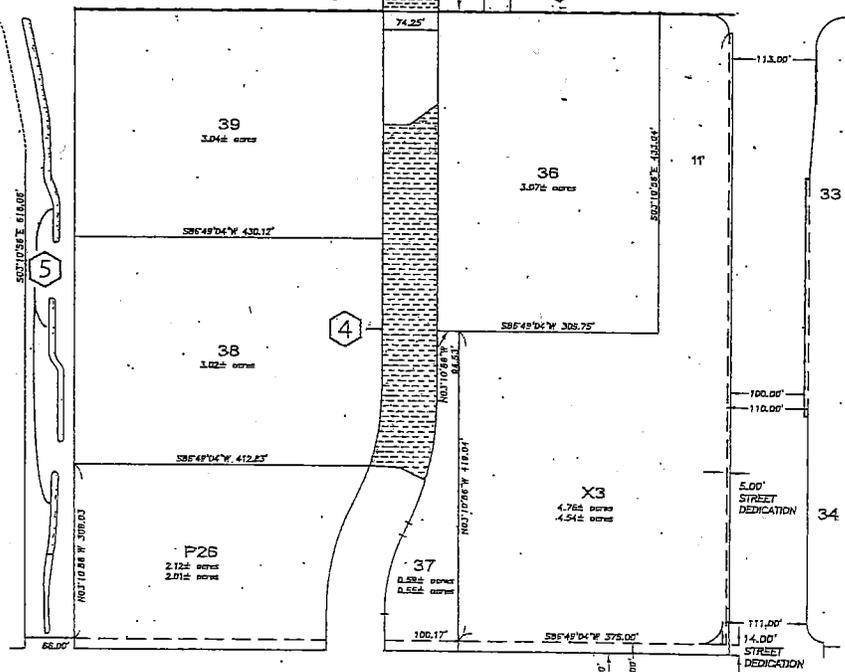
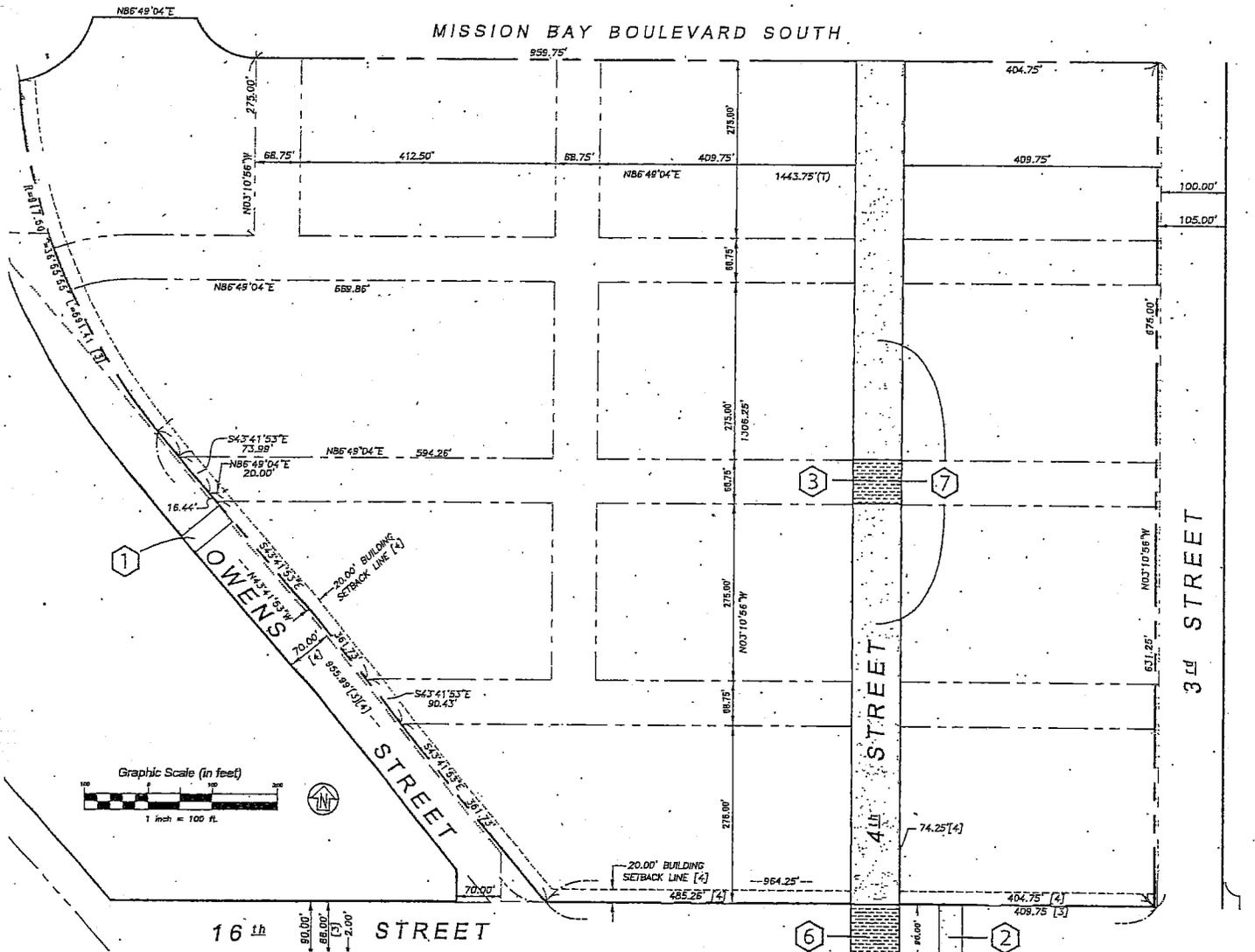


EXHIBIT B

INSURANCE REQUIREMENTS

1. Each party required to carry insurance (each "Required Party") shall purchase from and maintain, in a company or companies with an A.M. Best rating of A-VIII or better and lawfully authorized to do business in the State of California, insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages to property, other than to the applicable work itself, which may arise out of or result from such Required Party's operations, whether such operations are performed by such Required Party, by a subcontractor of such Required Party, or by anyone directly or indirectly employed by any of them. Certificates of such insurance approved in writing by City shall be filed with City's Department of Public Works before the commencement of the work.
2. The insurance required hereunder shall be written on an occurrence basis for not less than the following, or greater if required by law. Coverage shall be maintained without interruption from date of commencement of the work:
 - (1) Workers' Compensation:
 - (a) State: Statutory
 - (b) Applicable Federal: Statutory
 - (c) Employer's Liability: \$1,000,000
 - (2) Commercial General Liability (including but not limited to comprehensive form, premises operations, explosion and collapse hazard and underground hazard, products and completed operations hazard, contractual liability, broad form property damage (including completed operations), independent contractors' protective, personal injury, automobile liability comprehensive form for owned, hired and non-owned vehicles):
 - (a) Combined single limits for bodily injury and property damages:

\$2,000,000 Each Occurrence

\$2,000,000 Annual Aggregate
 - (b) Property Damage Liability Insurance shall provide X, C and U coverage if the Required Party's operations involve any exposure to explosion, collapse or underground damage.
 - (3) Pollution Liability \$1,000,000 Combined Single Limit

3. The certificates of insurance shall contain the following provisions:
 - (1) Name City as additional insured under all insurance policies (excluding workers' compensation and professional liability policies);
 - (2) In the event of any change in the limits of liability, decrease in coverage or other material change in coverage, or the cancellation of insurance in its entirety, the insurer must give City written notice at least thirty (30) days prior to the effective date of such change or cancellation, and insurance coverage shall remain in force during said thirty (30) day period;
 - (3) Insurance must be primary to all other insurance available to City; and
 - (4) Waiver of any right of subrogation of the insurers against City, if commercially available at reasonable rates.

4. Each Required Party and each contractor shall carry sufficient comprehensive insurance on its equipment at the easement area and en route to or from the easement area as may be necessary to fully protect itself.



LEASE
BY AND BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
PORTIONS OF FOURTH STREET FOR
UNDERGROUND UTILITIES AND PEDESTRIAN BRIDGES

RECORDING REQUESTED BY:
City and County of San Francisco

WHEN RECORDED MAIL TO:
Department of Public Works
City and County of San Francisco
City Hall, Room 348
Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attention: Director of Public Works

Documentary Transfer Tax is Zero;
No fee for recording pursuant to
Government Code § 27383

APN: Block 8723, Lot 008;
Block 3943, Lot 001, 003, and 007;
Block 8724, Lot 001; Block 3992, Lot 003;
Block 8729, Lot 001; Block 8728, Lot 001

Space above this line for Recorder's Use

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
(Maintenance of Fourth Street Public Plaza)**

THIS MEMORANDUM OF AGREEMENT ("MOA"), dated _____, 2012, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "City"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California public corporation ("The Regents").

BACKGROUND

A. In connection with a major encroachment permit issued by the Department of Public Works for certain encroachments, including improvements to be constructed within the Fourth Street public right-of-way at the University of California, San Francisco ("UCSF") Mission Bay campus site (the "Permit"), City has requested that The Regents provide assurance to City that The Regents will assume responsibility for the maintenance of certain public improvements located or to be located within the Fourth Street public right-of-way adjacent to property owned or leased by The Regents at the UCSF Medical Center at Mission Bay site, which currently may be described as comprised of approximately 14.5 acres on a portion of the land bounded by Third Street to the east, Mariposa Street to the south, Owens Street to the west and Sixteenth Street to the north, and more particularly described and depicted on Exhibits A-1 and A-2 (the "UCSF MCMB Site"); and

B. The Regents are willing to provide such assurance and to assume responsibility for repair, reconstruction, liability for unsafe conditions and liability for its performance of such maintenance as set forth below.

NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Construction and Maintenance of Public Improvements. UCSF has constructed, or shall construct, at its cost and expense, landscape and street improvements, including two roadways connecting the Fourth Street Public Plaza Improvements Area to Sixteenth Street and Mariposa Street, on Fourth Street between Sixteenth Street and Mariposa Street in the area more particularly described and depicted on **Exhibits B and B-1** (the "Fourth Street Right of Way) and a public plaza (the "Fourth Street Public Plaza") within a portion of the Fourth Street Right of Way, including installation of customary and specialty paving, tree wells, planted "rain gardens," lighting and drainage, sidewalks and a multi-use pedestrian/bike path (the "Fourth Street Public Plaza Improvements"). The portion of the Fourth Street Right of Way where the Fourth Street Public Plaza Improvements will be located shall be referred to as the "Fourth Street Public Plaza Improvements Area" in the area shown for informational purposes on **Exhibit C**. The landscape and street improvements described above, together with the Fourth Street Public Plaza Improvements shall be referred to as the "Fourth Street Improvements" and will collectively be located in the Fourth Street Right of Way. Adjacent to the Fourth Street Public Plaza, The Regents intend to install an amphitheater and other amenities on property owned by The Regents. The Regents would also construct in part on property owned by The Regents and in part on the Fourth Street Right of Way two vehicular entrances to the hospital and an outpatient building. The Regents would also construct on property owned by The Regents patient/passenger drop off locations that connect to the future Fourth Street. The Regents has or will, at its cost and expense, repair and maintain in good condition, consistent with the custom and practice in the City and County of San Francisco for private permittees the Fourth Street Improvements installed by The Regents or installed for The Regents pursuant to DPW Street Improvement Permit No. _____, whether now or in the future. The Regents' repair and maintenance of the Fourth Street Improvements shall comply in all respects with the San Francisco Department of Public Works ("DPW") Standards and Specifications, DPW regulations, and all other City laws, ordinances, and regulations regarding such Fourth Street Improvements that would apply to a private entity unless provided otherwise in this MOA or the Permit. Except as may be otherwise set forth in any other agreement between The Regents and City, The Regents' obligations hereunder shall extend only to the Fourth Street Improvements located within the Fourth Street Right of Way, and shall specifically exclude traffic signs or signals, striping associated with traffic guidance and safety, street lighting equipment or fixtures (including electrical connections thereto), or any other street furniture or equipment not included in the definition of "Fourth Street Improvements" herein. Prior to installation of pedestrian crossing signals or other additional encroachments within the public right-of-way identified herein, The Regents shall obtain all required approvals from City for such installation. Notwithstanding the foregoing, except as may be otherwise set forth in any other agreement between The Regents and City, The Regents' obligations shall not include maintaining any underground utilities not associated with the operations of the Fourth Street Improvements, nor shall its obligations include maintenance of any improvements outside of the Fourth Street Right of Way.

2. Use of Fourth Street Public Plaza Improvements Area. The design of the Fourth Street Public Plaza Improvements Area shall preclude non-emergency vehicular through traffic in order to provide a protected pedestrian and bicycle friendly public space that will facilitate the flow of patients, staff and visitors between UCSF facilities to be located on the UCSF MCMB Site to the west and east of Fourth Street between Sixteenth Street and Mariposa Street and provide a welcoming gathering space for patients, staff, visitors and the general public. The permissible uses for the Fourth Street Public Plaza Improvements Area and approval process for such uses are as specified in the Permit.

3. Reserved.

4. Liability and Indemnification. Liability for and indemnification for claims arising in connection with the Fourth Street Improvements and with The Regent's obligations hereunder shall be governed by the terms of the Permit.

5. Binding Effect and Release of Obligations. The repair, reconstruction, and maintenance obligations described herein shall run with the land and bind the assignees and transferees of the land within the UCSF MCMB Site. The parties shall execute and acknowledge, and may record, such additional documents as shall be reasonably required to provide notice to and bind such future assignees and transferees. The Regents' obligations to perform hereunder shall terminate, and The Regents shall be released, upon the sale or other disposition of the entire UCSF MCMB Site to a third party, or upon The Regents' notification to City pursuant to Paragraph 2(g) of that certain Master Agreement dated _____, 2012 (the "Master Agreement"), by and between City and The Regents, of its intent to abandon the Fourth Street Public Plaza Improvements. The release of The Regents upon a sale or other disposition of the entire UCSF MCMB site shall be subject to the approval of the City's Director of Public Works. As a condition of such release City's Director of Public Works, in his or her discretion, may amend the Permit or this MOA to address City's reasonable concerns regarding such release and transfer of obligations to the assignees or transferees.

6. Notification of Need for Maintenance. The Regents shall regularly maintain all Fourth Street Improvements in good condition in accordance with the terms of Section 1. If The Regents become aware of any deficiencies or conditions that require repair to the Fourth Street Improvements, The Regents shall promptly repair such Fourth Street Improvements, subject to obtaining authorization from City for such work. If City becomes aware that the Fourth Street Improvements are in need of maintenance or repair, City shall notify The Regents in writing of the need to maintain or repair. Within thirty (30) calendar days after receipt of notification from City or otherwise becoming aware of the need for maintenance or repair (such period to be extended by any unreasonable delay by City in authorizing or disapproving the proposed maintenance or repair), The Regents shall obtain City authorization for and perform the necessary maintenance or repair; provided, however, that if City identifies a dangerous condition that requires more immediate remediation, City's notice may specify a shorter time period for such remediation, which shall then apply. If such necessary maintenance and repair cannot be completed within thirty (30) calendar days despite The Regents diligently pursuing such corrective action, The Regents may request in writing that the City grant such additional time as is reasonably necessary to perform the maintenance or repair. Any City authorization of maintenance or repair work or an extension thereof shall be at the City's sole discretion;

provided, however, that such authorization or extension shall not be unreasonably withheld as long as the proposed maintenance or repair conforms to the original plans for the Fourth Street Improvements, or conforms to such other maintenance and repair methods as are mutually agreeable between The Regents and City.

7. City's Right to Remedy. If The Regents fail to seek City's approval for (to the extent required) and perform corrective action within thirty (30) days after receipt of written notice from City to remedy the problem (or such shorter period designated by City for emergency action) (such period to be extended by any unreasonable delay by City in authorizing or disapproving the proposed maintenance or repair), City may at its sole election perform the repair or maintenance of the Fourth Street Improvements in need of maintenance or repair and The Regents shall reimburse City for City's costs associated with such maintenance or repair within thirty (30) days of receipt of an invoice for such work. If The Regents fails to reimburse City for such invoiced amount by the specified due date, City may take any action within its power to collect such payment.

8. City's Underground Utilities.

a. City has installed or will install certain underground utilities in the Fourth Street Right of Way that are not included in the definition of "Fourth Street Improvements" (the "City Utilities"). City shall be solely responsible for the installation, repair and maintenance of the City Utilities, at City's sole cost and expense.

b. If City becomes aware that any City Utilities are in need maintenance or repair, City shall notify The Regents in writing at least ten (10) days in advance of such work and shall provide The Regents with a proposed schedule of such maintenance or repairs, unless the City determines that it is an emergency or a public health risk. City shall cause such maintenance or repairs to be performed in a manner that will not unreasonably interfere with normal use of the Fourth Street Improvements and will not damage the Fourth Street Improvements.

c. If City is required to excavate or otherwise remove all or a portion of the Fourth Street Improvements for maintenance, repair or replacement of the City Utilities, City shall promptly restore, or cause the restoration of, such Fourth Street Improvements to their base condition (which means basic pavement or compacted soil, as applicable). City shall not be responsible for restoring any enhanced treatment that has been added to the Fourth Street Right of Way in the construction of the Fourth Street Improvements, including the use of cobblestone, brick, tile and other similar treatments.

9. Details of Notice.

Any notice given under this Agreement shall be in writing and given by delivering the notice in person, by commercial courier or by sending it by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is given. Notice shall be effective when received or three (3) business days after mailing or the next business day if sent by overnight courier. For the convenience of the parties, copies of notices may also be given by telefacsimile, to the

telephone number listed below or such other numbers as may be provided from time to time, but such telefacsimile copy shall not constitute notice.

(a) Notice to The Regents shall be sent to:

UNIVERSITY OF CALIFORNIA, SAN FRANCISCO
Director, Facilities Management
654 Minnesota Street, Second Floor
San Francisco, CA 94143-0286
Telefacsimile: (415) 476-0658

With a copy to:

UNIVERSITY OF CALIFORNIA, SAN FRANCISCO
Campus Planning
654 Minnesota Street, Second Floor
San Francisco, CA 94143-0286
Attn: Assistant Vice Chancellor, Campus Planning
Telefacsimile: (415) 476-9478

And to:

UCSF MEDICAL CENTER
3333 California Street, Suite 115
San Francisco, CA 94143-0913
Attn: Executive Director – Facilities and Support Services
Telefacsimile: (415) 885-3572

(b) Notice to City shall be sent to:

Director of Public Works
CITY AND COUNTY OF SAN FRANCISCO
City Hall, Room 348
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4605
Telefacsimile: (415) 554-6177

With a copy to:

Department of Public Works
Bureau of Street-Use and Mapping
875 Stevenson Street, Room 460
San Francisco, CA 94103
Attn: Bureau Manager
Telefacsimile: (415) 554-5843

10. Right to Amend. The Regents and City hereby reserve the right to amend or supplement this MOA at any time by mutual consent for any purpose related to the functions set forth herein

and the administration thereof or to overcome any unforeseen problems arising hereinafter. Furthermore, it is mutually understood and agreed that no alteration or variation to the terms of this MOA shall be valid unless made in writing, signed by the parties hereto and recorded, and that no oral understandings or agreements not incorporated herein shall be binding on any of the parties hereto. Pursuant to the Permit, City delegated to the Director of Public Works the authority to approve future encroachments associated with the Fourth Street Public Plaza Improvements, including, without limitation, future utility boxes or vaults located within the sidewalk area, additional utilities and connections, and ancillary structures below and above ground to be located within the dedicated street area, subject to review and approval of plans for such encroachments. In addition, the Board of Supervisors delegated to the Director of Property the authority to approve future encroachments associated with the Fourth Street Public Plaza Improvements, including, without limitation, future utility boxes or vaults located within the sidewalk area, additional utilities and connections, and ancillary structures below and above ground to be located within City's proprietary street area, subject to review and approval of plans for such encroachments, and further subject to the consent of the Director of Public Works.

11. Modifications to the Fourth Street Public Plaza Improvements. Should The Regents desire to replace, modify, or add to the Fourth Street Public Plaza Improvements, The Regents shall obtain approval from City prior to initiating any such activities.

12. Rights Cumulative. All rights and remedies available to City under this MOA or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other available right or remedy. In the event of any breach of the covenants or agreements hereunder, the prevailing party in any resulting proceeding shall be entitled to recover all its reasonable attorneys' fees and costs in connection with such proceeding.

13. Effective Date. This MOA will become effective upon City's approval of the Permit.

[Signatures on following page]



EXHIBIT "A-1"
LEGAL DESCRIPTION
(UCSF MCMB SITE)

PARCEL 1

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 8 IN BLOCK 8723 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JUNE 30, 2005 AS DOCUMENT NO. 2005-H982318 IN REEL I922, IMAGE 683, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH 86°49'04" WEST, 555.75 FEET; THENCE SOUTH 3°10'56" EAST, 2.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 8, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF SAID LOT 8 LINE FOR THE FOLLOWING TWO (2) ARCS, COURSES AND DISTANCES: (1) SOUTH 3°10'56" EAST, 515.67 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 300.00 FEET; (2) THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE, THROUGH A SUBTENDED ARC OF 19° 33' 01", A DISTANCE OF 102.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 86°49'04" WEST, 412.82 FEET ALONG THE SOUTH LINE OF SAID LOT 8 TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 3°10'56" WEST, 616.06 FEET ALONG THE WEST LINE OF SAID LOT 8 TO THE NORTHWEST CORNER OF SAID LOT 8, SAID CORNER BEING A POINT ON THE SOUTH LINE OF 16TH STREET; THENCE NORTH 86°49'04" EAST, 430.12 FEET ALONG THE NORTH LINE OF SAID LOT 8 TO THE TRUE POINT OF BEGINNING.

COMPRISING 264,408 SQUARE FEET, OR 6.07 ACRES, MORE OR LESS.

PARCEL 2

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING PORTIONS OF LOT 1 IN BLOCK 3943, LOT 7 IN BLOCK 3943, AND LOT 3 IN BLOCK 3943 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER 19, 2005 AS DOCUMENT NO. 2005-I093674 IN REEL J039, IMAGE 521, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO; AND LOT 3 IN BLOCK 3992 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JANUARY 5, 2007 AS DOCUMENT NO. 2007-B111357 IN REEL J301, IMAGE 134, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO; AND LOT 1 IN BLOCK 8724 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS AT PAGE 117 OF PAGES 97 THROUGH 119 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH 86°49'04" WEST, 71.75 FEET TO THE PROJECTION OF THE WEST LINE OF THIRD STREET; THENCE



SOUTH 3°10'56" EAST, 2.00 FEET ALONG SAID PROJECTION OF THE WEST LINE OF THIRD STREET TO THE INTERSECTION OF THE WEST LINE OF THIRD STREET AND THE SOUTH LINE OF 16TH STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 3°10'56" EAST, 866.08 FEET ALONG THE WEST LINE OF THIRD STREET TO THE SOUTHEAST CORNER OF SAID LOT 3 IN BLOCK 3992, SAID CORNER ALSO BEING THE INTERSECTION OF SAID WEST LINE OF THIRD STREET WITH THE NORTH LINE OF MARIPOSA STREET; THENCE SOUTH 86°49'04" WEST, 480.17 FEET ALONG SAID NORTH LINE OF MARIPOSA STREET TO THE SOUTHWEST CORNER OF SAID LOT 1 IN BLOCK 8724; THENCE ALONG THE WEST LINE OF SAID LOT 1 FOR THE FOLLOWING FIVE (5) ARCS, COURSES AND DISTANCES: (1) NORTH 3°10'56" WEST, 49.69 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 245.00 FEET; (2) THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEEDING COURSE, THROUGH A SUBTENDED ARC OF 25°47'42" A DISTANCE OF 110.30 FEET; (3) THENCE NORTH 22°36'46" EAST, 18.71 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 380.00 FEET; (4) THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEEDING COURSE THROUGH A SUBTENDED ARC OF 25°47'42" A DISTANCE OF 171.08 FEET; (5) THENCE NORTH 3°10'56" EAST, 527.57 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 8724, SAID CORNER ALSO BEING A POINT ON THE SOUTH LINE OF 16TH STREET; THENCE ALONG SAID SOUTH LINE OF 16TH STREET NORTH 86°49'04" EAST, 409.75 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 367,784 SQUARE FEET, OR 8.44 ACRES, MORE OR LESS.

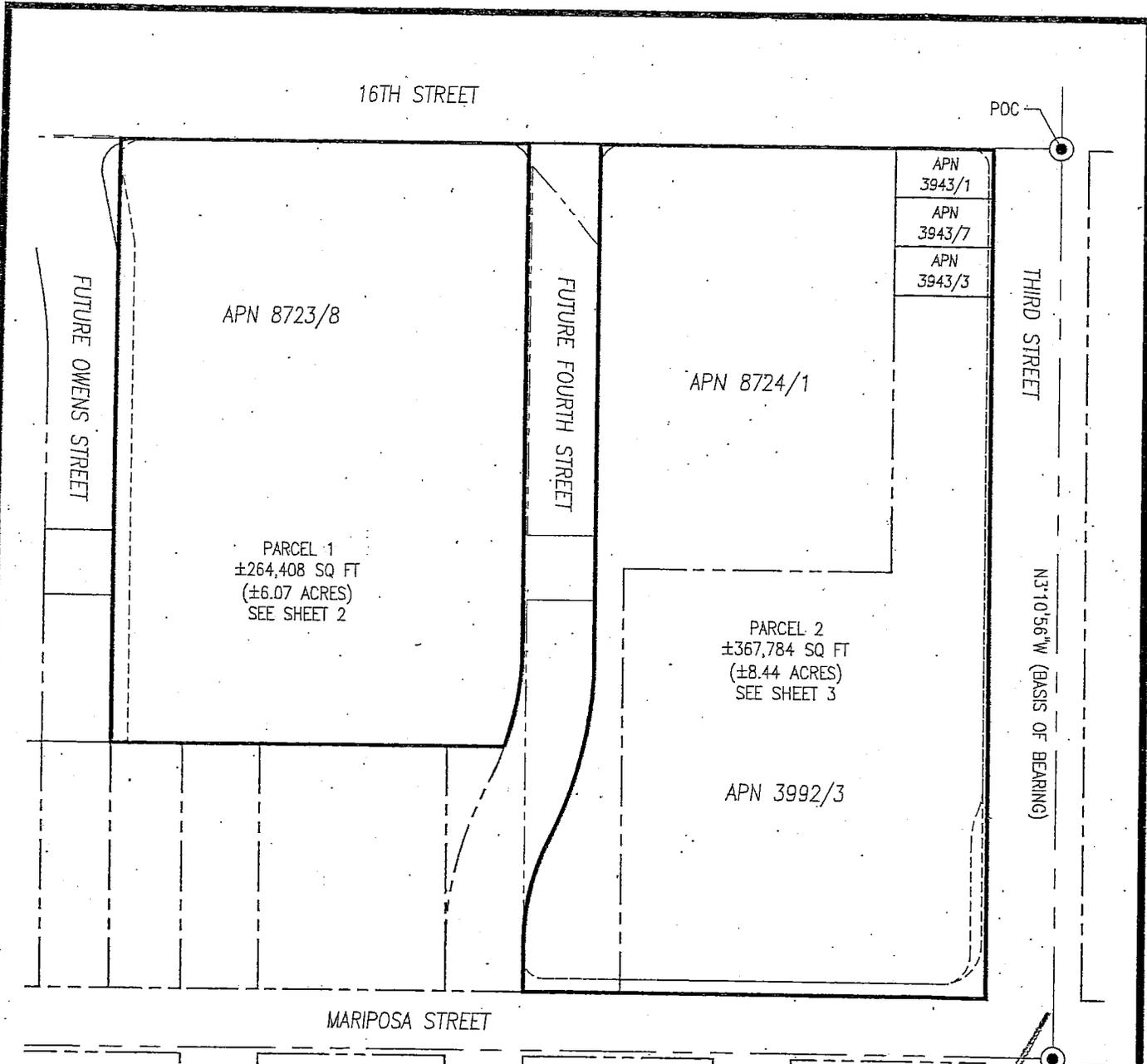
END OF DESCRIPTION

This description and its accompanying plat were prepared by GHD Inc.



6-1-12

N:\US\San Fran\Projects\Catellus - MB\12-048 Blocks 36-39 ROW Exhibits\06-CAO\UCSF - south blocks\block 36-3s... exhibit A-1 - sheet 1.dwg Jun 14, 2012 - 8:14am



APN 8723/8

APN 8724/1

PARCEL 2
±367,784 SQ FT
(±8.44 ACRES)
SEE SHEET 3

PARCEL 1
±264,408 SQ FT
(±6.07 ACRES)
SEE SHEET 2

APN 3992/3

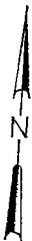
MARIPOSA STREET

16TH STREET

POC

THIRD STREET

N3°10'56"W (BASIS OF BEARING)



LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- FUTURE DEDICATION LINE
- MONUMENT LINE
- BURDENED PROPERTY BOUNDARY
- FOUND MONUMENT.
- TPOB
- POC



BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.

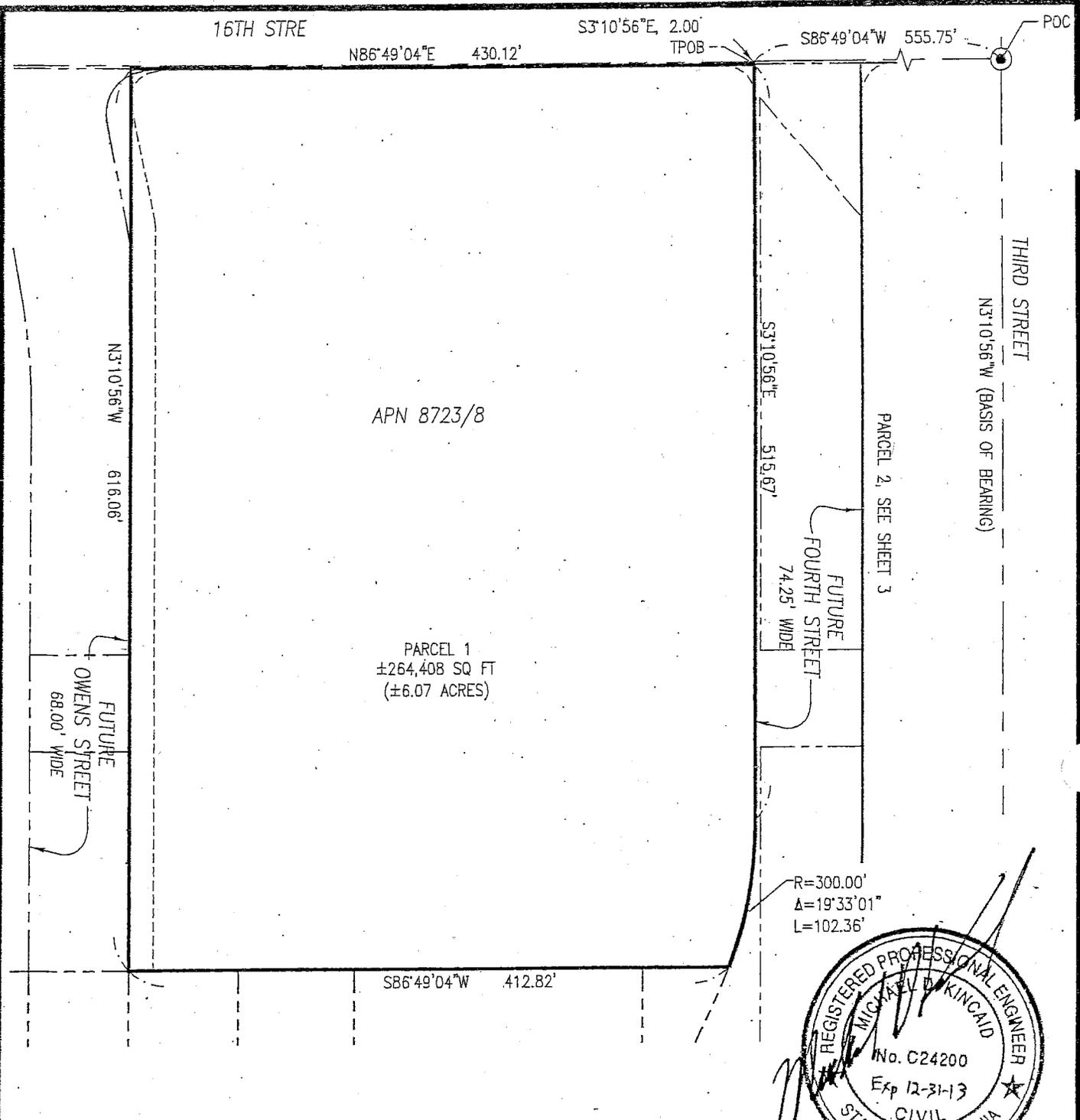


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T 1 415 283 4970 F 1 415 283 4880
W www.ghd.com



MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO		REVISION
DR JS	PLAT TO ACCOMPANY LEGAL DESCRIPTION UCSF MCMB SITE	SHEET 1 OF 3
SCALE AS NOTED		EXHIBIT NO.
DATE 6/1/12		A-2

M:\US\Son Francisco\Projects\Catellus - MB\12-048 Blocks 35-39 ROW Exhibits\06-CAD\UCSF - south blocks\block 35-39 X3 exhibit A-1 - sheet 2.dwg Jun 14, 2012 - 8:15am

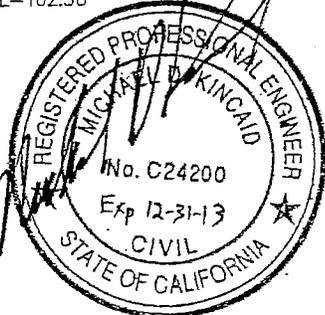


APN 8723/8

PARCEL 1
±264,408 SQ FT
(±6.07 ACRES)

PARCEL 2, SEE SHEET 3

R=300.00'
Δ=19°33'01"
L=102.36'

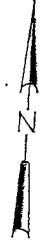


LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- FUTURE DEDICATION LINE
- MONUMENT LINE
- BURDENED PROPERTY BOUNDARY
- FOUND MONUMENT
- TPOB
- POC

BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



GHD Inc.
417 Montgomery Street Suite 700 San Francisco California 94104 USA
T 415 223 4970 F 415 223 4980
W www.ghd.com



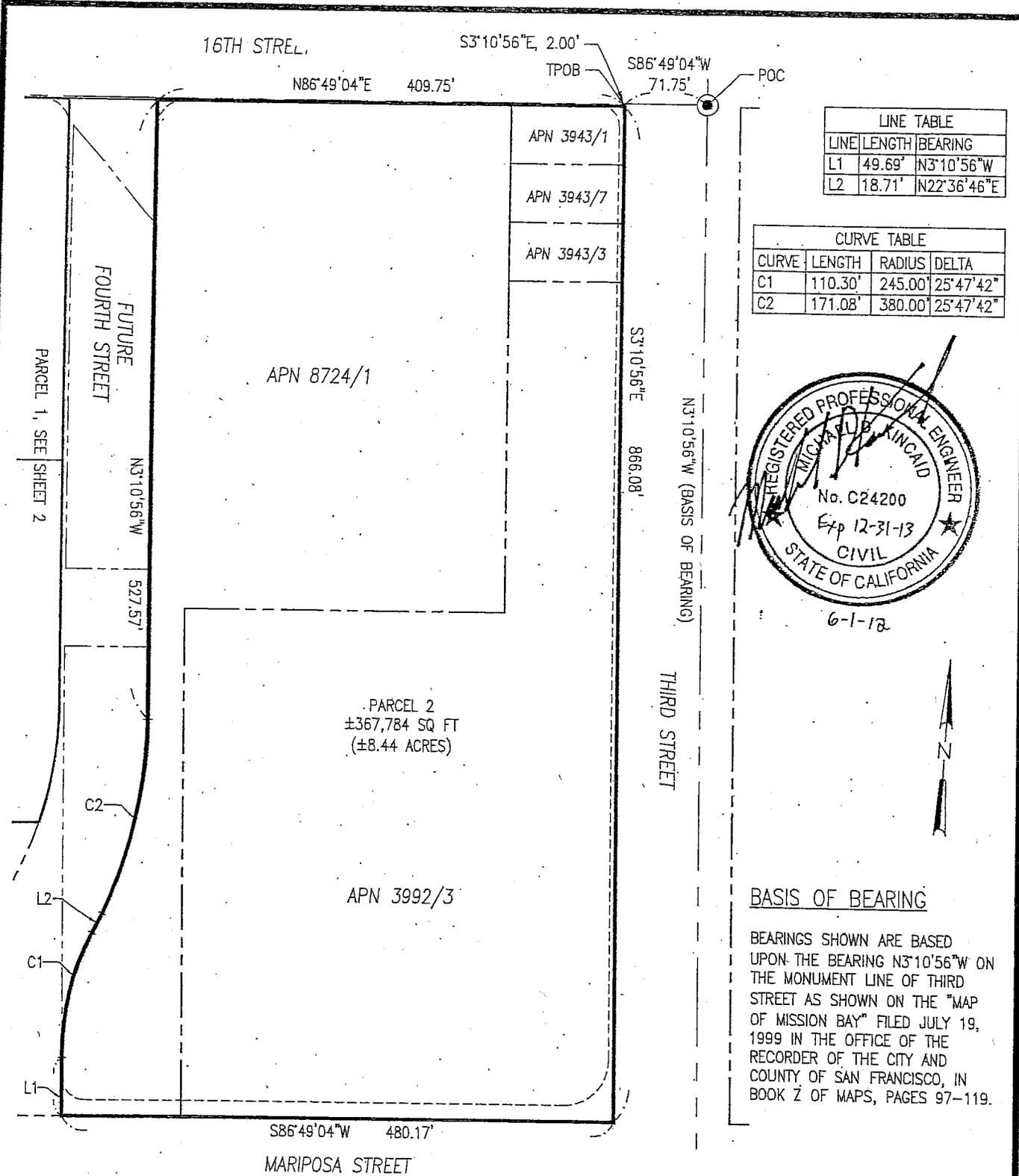
MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO

DR	JS
SCALE	AS NOTED
DATE	6/1/12

PLAT TO ACCOMPANY LEGAL DESCRIPTION
UCSF MCMB SITE
(PARCEL 1)

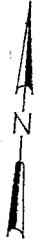
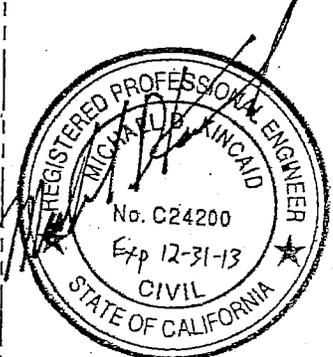
REVISION	
SHEET	2 OF 3
EXHIBIT NO.	A-2

N:\US\San Fran... Projects\Cadatus - MB\12-04B Blocks 36-39 ROW Exhibits\06-CAD\UCSF - south blocks\ block 36-39 ... exhibit A-1 -- sheet 3.dwg Jun 14, 2012 - 8:16am



LINE TABLE		
LINE	LENGTH	BEARING
L1	49.69'	N3°10'56"W
L2	18.71'	N22°36'46"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	110.30'	245.00'	25°47'42"
C2	171.08'	380.00'	25°47'42"



BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK 2 OF MAPS, PAGES 97-119.



LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- FUTURE DEDICATION LINE
- MONUMENT LINE
- FOUND MONUMENT
- PROPERTY BOUNDARY
- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT



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 417 Montgomery Street Suite 700 San Francisco California 94104 USA
 T 1 415 263 4870 F 1 415 263 4380
 W www.ghd.com



MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO		REVISION
DR	JS	SHEET 3 OF 3
SCALE	AS NOTED	EXHIBIT NO.
DATE	6/1/12	A-2



EXHIBIT "B"
LEGAL DESCRIPTION
(FOURTH STREET IMPROVEMENTS AREA)

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING LOT 1 IN BLOCK 8729 AND LOT 1 IN BLOCK 8728 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS PAGE 116 OF PAGES 97 THROUGH 119, AND PORTIONS OF STATE TRUST PARCELS 2 AND 8 AS DESCRIBED IN THAT CERTAIN PATENT RECORDED ON JULY 19, 1999 AS DOCUMENT NO. 99-G622166 IN REEL H429, IMAGE 518, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH $86^{\circ}49'04''$ WEST, 481.50 FEET TO THE PROJECTION OF THE WEST LINE OF LOT 1 IN BLOCK 8724 AS SHOWN ON SAID MAP; THENCE ALONG SAID PROJECTION OF THE WEST LINE OF LOT 1 SOUTH $3^{\circ}10'56''$ EAST, 2.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, SAID CORNER BEING A POINT ON THE SOUTH LINE OF 16TH STREET AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF SAID LOT 1 FOR THE FOLLOWING FIVE (5) ARCS, COURSES AND DISTANCES: (1) SOUTH $3^{\circ}10'56''$ EAST, 527.57 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 380.00 FEET; (2) THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEEDING COURSE, THROUGH A SUBTENDED ARC OF $25^{\circ}47'42''$ A DISTANCE OF 171.08 FEET; (3) THENCE SOUTH $22^{\circ}36'46''$ WEST, 18.71 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 245.00 FEET; (4) THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEEDING COURSE, THROUGH A SUBTENDED ARC OF $25^{\circ}47'42''$ A DISTANCE OF 110.30 FEET; (5) THENCE SOUTH $3^{\circ}10'56''$ EAST, 49.69 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID CORNER BEING A POINT ON THE NORTH LINE OF MARIPOSA STREET; THENCE SOUTH $86^{\circ}49'04''$ WEST, 67.88 FEET ALONG SAID NORTH LINE OF MARIPOSA STREET; THENCE LEAVING SAID NORTH LINE OF MARIPOSA STREET FOR THE FOLLOWING FOUR (4) ARCS, COURSES AND DISTANCES: (1) NORTH $3^{\circ}10'56''$ WEST, 49.69 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 312.88 FEET; (2) THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEEDING COURSE, THROUGH A SUBTENDED ARC OF $25^{\circ}47'42''$ A DISTANCE OF 140.86 FEET; (3) THENCE NORTH $22^{\circ}36'46''$ EAST, 31.93 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 312.13 FEET; (4) THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEEDING COURSE, THROUGH A SUBTENDED ARC OF $7^{\circ}02'03''$ A DISTANCE OF 38.32 FEET TO THE PROJECTION OF THE SOUTH LINE OF LOT 8 IN BLOCK 8723 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JUNE 30, 2005 AS DOCUMENT NO. 2005-H982318 IN REEL 1922, IMAGE 683, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO; THENCE ALONG SAID PROJECTION OF THE SOUTH LINE OF LOT 8 IN BLOCK 8723 SOUTH $86^{\circ}49'04''$ WEST, 12.84 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE ALONG SAID EAST LINE OF LOT 8 FOR THE FOLLOWING TWO (2) ARCS, COURSES AND DISTANCES: (1) ALONG A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 300.00 FEET, FROM A TANGENT BEARING OF NORTH $16^{\circ}22'03''$ EAST THROUGH A SUBTENDED ARC OF $19^{\circ}32'59''$ A DISTANCE OF 102.36 FEET; (2) THENCE NORTH $3^{\circ}10'56''$ WEST, 515.67 FEET TO THE



NORTHEAST CORNER OF LOT 8, SAID CORNER BEING A POINT ON THE SOUTH LINE OF 16TH STREET; THENCE NORTH 86°49'04" EAST, 74.25 FEET ALONG SAID SOUTH LINE OF 16TH STREET TO THE TRUE POINT OF BEGINNING.

COMPRISING 63,633 SQUARE FEET, MORE OR LESS.

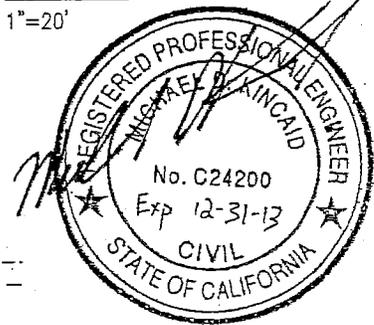
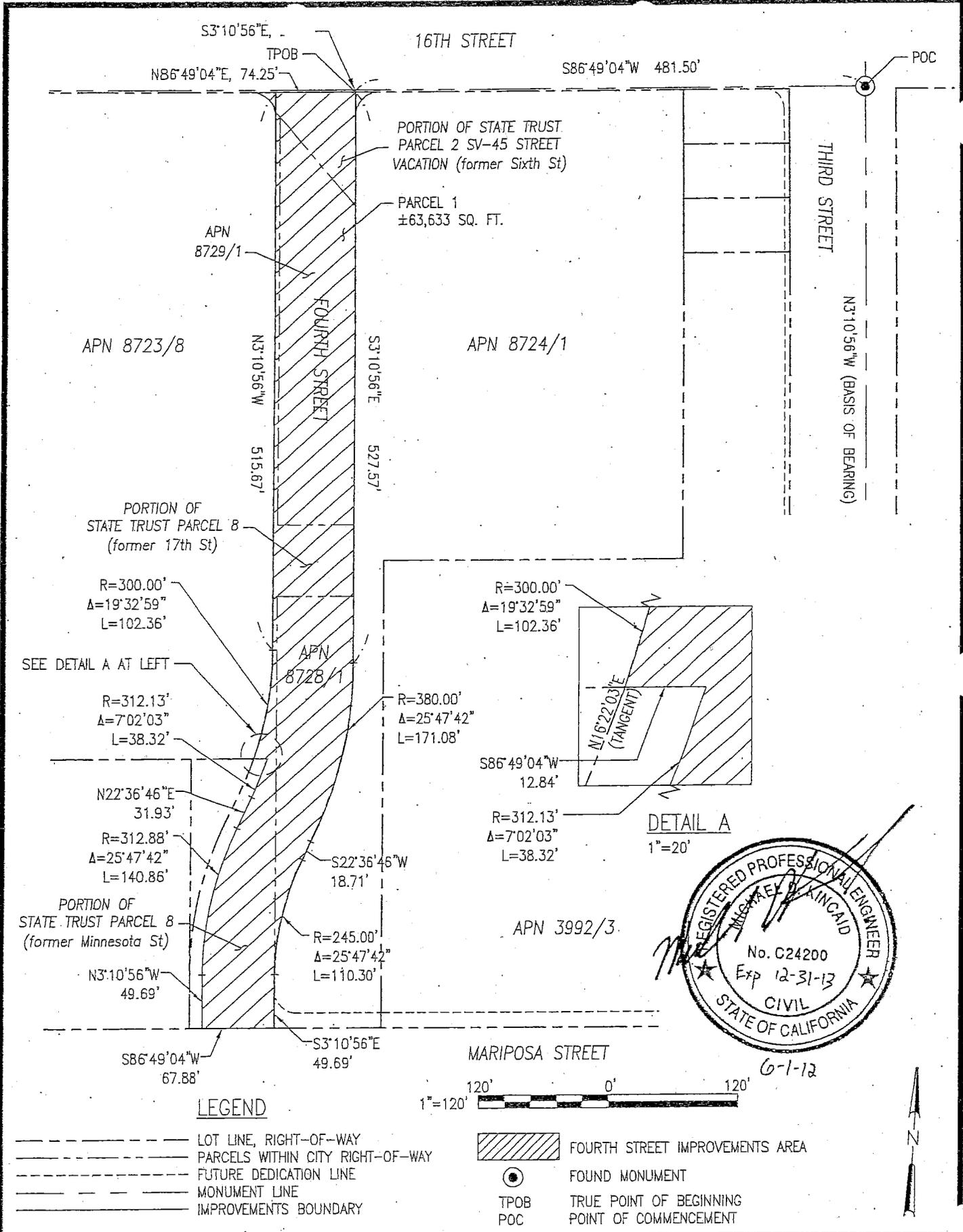
END OF DESCRIPTION

This description and its accompanying plat were prepared by GHD Inc.



6-1-12

N:\US\San Francisco\Projects\Catellus - MB\12-04B Blocks 36-39 ROW Exhibits\06-CAD\UCSF Item 05 - 4th St - exhibit A-1-new\www.dwg Jun 13, 2012 - 6:22pm



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W www.ghd.com



MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO

DR JS

SCALE AS NOTED

DATE 6/1/12

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOURTH STREET IMPROVEMENTS AREA

300

REVISION

SHEET 1 OF 1

EXHIBIT NO. B-1

EXHIBIT C
FOURTH STREET PUBLIC PLAZA IMPROVEMENTS AREA

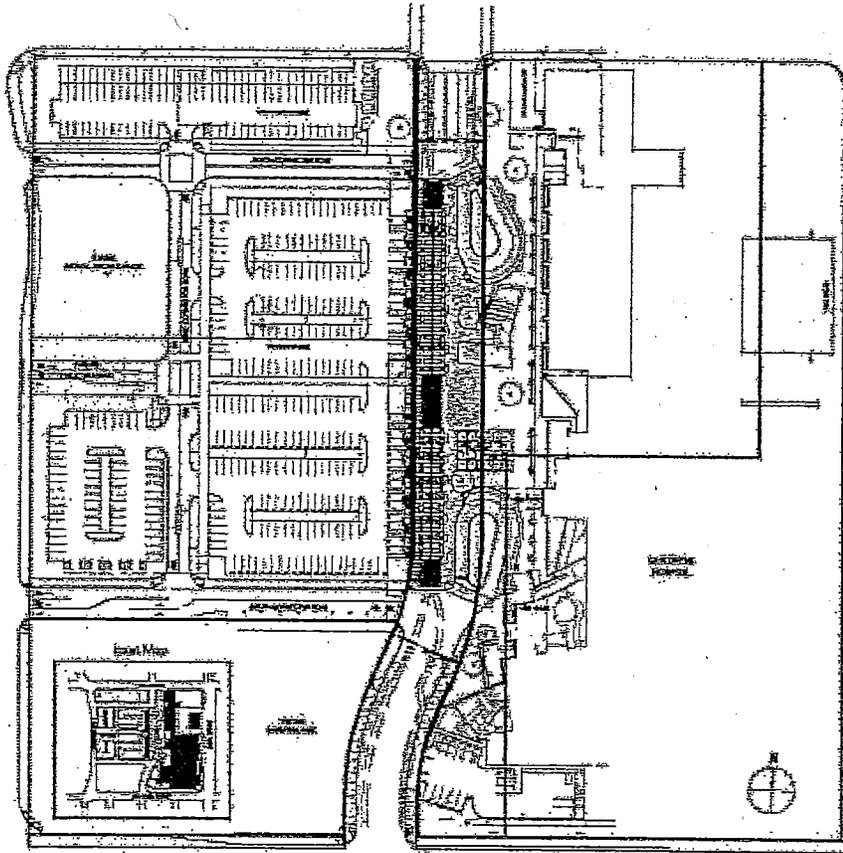


Exhibit C

RECORDING REQUESTED BY:
City and County of San Francisco

WHEN RECORDED MAIL TO:
Department of Public Works
City and County of San Francisco
City Hall, Room 348
Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attention: Director of Public Works

Documentary Transfer Tax is Zero;
No fee for recording pursuant to
Government Code § 27383

APN: Block 8723, Lot 008;
Block 3943, Lot 001, 003, and 007;
Block 8724, Lot 001; Block 3992, Lot 003;
Block 8727, Lot 006; Block 8722, Lot 003;
Block 8709 and 8711, Lot 007 and 011

Space above this line for Recorder's Use

**MEMORANDUM OF AGREEMENT BY AND BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
(Maintenance of Sidewalk and Additional Improvements)**

THIS MEMORANDUM OF AGREEMENT ("MOA"), dated _____, 2012, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "City"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California public corporation ("The Regents").

BACKGROUND

A. In connection with a major encroachment permit issued by the Department of Public Works for certain encroachments in and under the public right-of-ways at the University of California, San Francisco ("UCSF") Mission Bay campus site (the "Permit"), City has requested that The Regents provide assurance to City that The Regents will assume responsibility for the maintenance of certain public improvements, including all sidewalks, located or to be located within the public right-of-ways adjacent to property owned or leased by The Regents at Mission Bay, which currently may be described as comprised of approximately 57 acres on a portion of lands bounded by Third Street to the east, Mariposa Street to the south, Owens Street to the west and future Mission Bay Boulevard South to the north, and more particularly described and depicted on Exhibits A-1 and A-2 (the "UCSF Mission Bay Campus Site"); and

B. The Regents are willing to provide such assurance and to assume responsibility for repair and reconstruction, liability for unsafe conditions and liability for its performance of such maintenance as set forth below.

NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Maintenance of Sidewalk and Street Improvements. The Regents will, at its cost and expense, repair, reconstruct, and maintain in good condition, consistent with the custom and practice in the City and County of San Francisco for private permittees, curb, gutter, sidewalk paving, landscaping (including irrigation), street trees, trash receptacles, street furniture and bicycle racks, if any (collectively, the "Sidewalk Improvements") installed by The Regents or installed for The Regents whether now, or in the future, in the public right-of-ways adjacent to the areas identified in **Exhibit A-1** and **Exhibit A-2** as the "UCSF Mission Bay Campus Site." The Regents' repair and maintenance of the Sidewalk Improvements shall comply in all respects with the San Francisco Department of Public Works ("DPW") Standards and Specifications, DPW regulations, and all other City laws, ordinances, and regulations regarding such Sidewalk Improvements that would apply to a private entity unless provided otherwise in this MOA or the Permit. The Regents' obligations hereunder related to the Sidewalk Improvements shall extend only to Sidewalk Improvements located within the area from The Regents' property line to the nearest curb line as shown on **Exhibits A-1** and **A-2** and shall specifically exclude traffic signs or signals, street lighting equipment or fixtures (including electrical connections thereto), or any other street furniture or equipment not included in the definition of "Sidewalk Improvements" herein. Notwithstanding the foregoing, except as may be otherwise set forth in any other agreement between The Regents and City, The Regent's obligations shall not include maintaining any underground utilities not associated with the operations of the Sidewalk Improvements, nor shall its obligations include maintenance of any improvements outside of the location of the Sidewalk Improvements. Prior to installation of pedestrian crossing signals or other additional encroachments within the public right-of-way identified herein, The Regents shall obtain all required approvals from City for such installation.

2. Additional Improvements. The Regents has constructed or installed, or will cause to be constructed or installed, and will at its cost and expense, repair, reconstruct and maintain in good condition, consistent with the custom and practice in the City and County of San Francisco for private permittees and with the Permit, the following additional public improvements in the UCSF Mission Bay Campus Site, in the respective areas generally depicted on the drawing attached hereto as **Exhibit B** (the "Reference Map"): (a) University of California utilities in portions of Owens Street to provide utility connections between the University of California research site and the J. Gladstone Institute (in the general location labeled 1 on the Reference Map); (b) University of California utilities in portions of Sixteenth Street to provide utility connections between the University of California Medical Center and the UCSF Research Campus site (in the general location labeled 2 on the Reference Map); (c) pedestrian improvements including specialty paving on a portion of Fourth Street at its intersection with Gene Friend Way (in the general location labeled 3 on the Reference Map); (d) new median divider on a portion of Owens Street between Sixteenth Street and Mariposa Street (the "Owens Median") (in the general location labeled 5 on the Reference Map); (e) pedestrian improvements including specialty paving on Fourth Street at its intersection with Sixteenth Street (in the general location labeled 6 on the Reference Map); and (f) utilities and connections in the Fourth

Street right-of-way between Gene Friend Way and Sixteenth Street in the area between 2 feet below the finished grade surface of the sidewalk and street improvements and the finished grade surface of the sidewalk and street improvements (in the general location labeled 7 on the Reference Map) (collectively, the "Additional Improvements" and together with the Sidewalk Improvements, the "Improvements"). Should the Fourth Street Public Plaza, as contemplated in related agreements, be abandoned or not completed for any reason and Fourth Street constructed as a through street, then The Regents' obligation concerning Sidewalk Improvements as set forth herein also shall encompass the Fourth Street right-of-way between Sixteenth and Mariposa Streets where such Sidewalk Improvements are adjacent to the UCSF Mission Bay Campus Site. Notwithstanding the foregoing, except as may be otherwise set forth in any other agreement between The Regents and City, The Regents' obligations shall not include maintaining any underground utilities not associated with the operations of the Additional Improvements, nor shall its obligations include maintenance of any improvements outside of the area of the Additional Improvements.

3. The Owens Street Median. The Owens Street Median will be designed to allow removal of an easterly section of the median in the future for the creation of an additional north-bound left-turn lane at the intersection of Owens Street and Sixteenth Street when the traffic volume on northbound Owens Street warrants the additional turning lane ("Owens Street Turn Lane Section"), as depicted on **Exhibit C**. The Regents shall be responsible for all costs associated with the removal and any necessary installation and repair of pavement and traffic markings in connection therewith unless provided otherwise in the Master Agreement between the City and The Regents. When the Owens Street Turn Lane Section is removed, The Regents' obligations to perform hereunder with regard to the Owens Street Turn Lane Section shall terminate and The Regents shall be released from any and all liability regarding the Owens Street Turn Lane Section.

4. Liability and Indemnification. Liability for and indemnification for claims arising in connection with the Improvements and with The Regent's obligations hereunder shall be governed by the terms of the Permit.

5. Binding Effect and Release of Obligations. The repair, reconstruction and maintenance obligations described herein shall run with the land and bind the assignees and transferees of the land within the UCSF Mission Bay Campus Site. The parties shall execute and acknowledge, and may record, such additional documents as shall be reasonably required to provide notice to and bind such future assignees and transferees. The Regents' obligations to perform hereunder shall terminate, and The Regents shall be released, upon the sale or other disposition of the entire UCSF Mission Bay Campus Site to a third party, subject to the approval of the City's Director of Public Works. As a condition of such release City's Director of Public Works, in his or her discretion, may amend the Permit or this MOA to address City's reasonable concerns regarding such release and transfer of obligations to the assignees or transferees.

6. Notification of Need for Maintenance. The Regents shall regularly maintain all Improvements in good condition in accordance with the terms of Section 1. If The Regents become aware of any deficiencies or conditions that require repair to the Improvements, The Regents shall promptly repair such Improvements, subject to obtaining authorization from City for such work. If City becomes aware that the Improvements are in need of maintenance or

repair, City shall notify The Regents in writing of the need to maintain or repair. Within thirty (30) calendar days after receipt of notification from City or otherwise becoming aware of the need for maintenance or repair (such period to be extended by any unreasonable delay by City in authorizing or disapproving the proposed maintenance or repair), The Regents shall obtain City authorization for and perform the necessary maintenance or repair; provided, however, that if City identifies a dangerous condition that requires more immediate remediation, City's notice may specify a shorter time period for such remediation, which shall then apply. If such necessary maintenance and repair cannot be completed within thirty (30) calendar days despite The Regents diligently pursuing such corrective action, The Regents may request in writing that the City grant such additional time as is reasonably necessary to perform the maintenance or repair. Any City authorization of maintenance or repair work or an extension thereof shall be at the City's sole discretion; provided, however, that such authorization or extension shall not be unreasonably withheld as long as the proposed maintenance or repair conforms to the original plans for the Improvements, or conforms to such other maintenance and repair methods as are mutually agreeable between The Regents and City.

7. City's Right to Remedy. If The Regents fail to seek City's approval for (to the extent required) and perform corrective action within thirty (30) days after receipt of written notice from City to remedy the problem (or such shorter period designated by City for emergency action) (such period to be extended by any unreasonable delay by City in authorizing or disapproving the proposed maintenance or repair), City may at its sole election perform the maintenance or repair of the Improvements in need of maintenance or repair, and The Regents shall reimburse City for City's costs associated with such maintenance or repair within thirty (30) days of receipt of an invoice for such work. If The Regents fails to reimburse City for such invoiced amount by the specified due date, City may take any action within its power to collect such payment.

8. City's Underground Utilities.

a. City has installed or will install certain underground utilities in the public right-of-ways within or adjacent to the areas identified in **Exhibit A-1** and **Exhibit A-2** as the "UCSF Mission Bay Campus Site" (the "City Utilities"). City shall be solely responsible for the installation, repair and maintenance of the City Utilities, at City's sole cost and expense.

b. If City becomes aware that City Utilities are in need of maintenance or repair, City shall notify The Regents in writing at least ten (10) days in advance of such work and shall provide The Regents with a proposed schedule of such maintenance or repairs, unless the City determines that it is an emergency or a public health risk. City shall cause such maintenance or repairs to be performed in a manner that will not unreasonably interfere with normal use of the Improvements and will not damage the Improvements.

c. If City is required to excavate or otherwise remove all or a portion of the Additional Improvements noted in Section 2, general locations 3, 5 and 6 of the Reference Map, for the maintenance, repair or replacement of the City Utilities, City shall promptly restore, or cause the restoration of, such Additional Improvements to their base condition (which means basic pavement or compacted soil, as applicable). City shall not be responsible for restoring any enhanced treatment that has been added to the Additional Improvements, including the use of cobblestone, brick, tile and other similar treatments.

9. Details of Notice.

Any notice given under this Agreement shall be in writing and given by delivering the notice in person, by commercial courier or by sending it by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is given. Notice shall be effective when received or three (3) business days after mailing or the next business day if sent by overnight courier. For the convenience of the parties, copies of notices may also be given by telefacsimile, to the telephone number listed below or such other numbers as may be provided from time to time, but such telefacsimile copy shall not constitute notice.

- (a) Notice to The Regents shall be sent to:

UNIVERSITY OF CALIFORNIA, SAN FRANCISCO
Director, Facilities Management
654 Minnesota Street, Second Floor
San Francisco, CA 94143-0286
Telefacsimile: (415) 476-0658

With a copy to:

UNIVERSITY OF CALIFORNIA, SAN FRANCISCO
Campus Planning
654 Minnesota Street, Second Floor
San Francisco, CA 94143-0286
Attn: Assistant Vice Chancellor, Campus Planning
Telefacsimile: (415) 476-9478

- (b) Notice to City shall be sent to:

Director of Public Works
CITY AND COUNTY OF SAN FRANCISCO
City Hall, Room 348
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4605
Telefacsimile: (415) 554-6177

With a copy to:

Department of Public Works
Bureau of Street-Use and Mapping
875 Stevenson Street, Room 460
San Francisco, CA 94103
Attn: Bureau Manager
Telefacsimile: (415) 554-5843

10. Right to Amend. The Regents and City hereby reserve the right to amend or supplement this MOA at any time by mutual consent for any purpose related to the functions set forth herein

and the administration thereof or to overcome any unforeseen problems arising hereinafter. Furthermore, it is mutually understood and agreed that no alteration or variation to the terms of this MOA shall be valid unless made in writing, signed by the parties hereto and recorded, and that no oral understandings or agreements not incorporated herein shall be binding on any of the parties hereto. Pursuant to the Permit, City delegated to the Director of Public Works the authority to approve future encroachments associated with the Improvements, including, without limitation, future utility boxes or vaults located within the sidewalk area, additional utilities and connections, and ancillary structures below and above ground to be located within the dedicated street area, subject to review and approval of plans for such encroachments. In addition, the Board of Supervisors delegated to the Director of Property the authority to approve future encroachments associated with the Improvements, including, without limitation, future utility boxes or vaults located within the sidewalk area, additional utilities and connections, and ancillary structures below and above ground to be located within City's proprietary street area, subject to review and approval of plans for such encroachments, and further subject to the consent of the Director of Public Works.

11. Modifications to the Improvements. Should The Regents desire to replace, modify, or add to the Improvements, The Regents shall obtain approval from City prior to initiating any such activities.

12. Right Cumulative. All rights and remedies available to City under this MOA or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other available right or remedy. In the event of any breach of the covenants or agreements hereunder, the prevailing party in any resulting proceeding shall be entitled to recover all its reasonable attorneys' fees and costs in connection with such proceeding.

13. Effective Date. This MOA will become effective upon City's approval of the Permit.

[Signatures on following page.]



EXHIBIT "A-1"
LEGAL DESCRIPTION
(UCSF MISSION BAY CAMPUS SITE)

PARCEL 1

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 8 IN BLOCK 8723 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JUNE 30, 2005 AS DOCUMENT NO. 2005-H982318 IN REEL I922, IMAGE 683, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH 86°49'04" WEST, 555.75 FEET; THENCE SOUTH 3°10'56" EAST, 2.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 8, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF SAID LOT 8 LINE FOR THE FOLLOWING TWO (2) ARCS, COURSES AND DISTANCES: (1) SOUTH 3°10'56" EAST, 515.67 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 300.00 FEET; (2) THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE, THROUGH A SUBTENDED ARC OF 19° 33' 01", A DISTANCE OF 102.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 86°49'04" WEST, 412.82 FEET ALONG THE SOUTH LINE OF SAID LOT 8 TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 3°10'56" WEST, 616.06 FEET ALONG THE WEST LINE OF SAID LOT 8 TO THE NORTHWEST CORNER OF SAID LOT 8 SAID CORNER BEING A POINT ON THE SOUTH LINE OF 16TH STREET; THENCE NORTH 86°49'04" EAST, 430.12 FEET ALONG THE NORTH LINE OF SAID LOT 8 TO THE TRUE POINT OF BEGINNING.

COMPRISING 264,408 SQUARE FEET, OR 6.07 ACRES, MORE OR LESS.

PARCEL 2

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING PORTIONS OF LOT 1 IN BLOCK 3943, LOT 7 IN BLOCK 3943, AND LOT 3 IN BLOCK 3943 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER 19, 2005 AS DOCUMENT NO. 2005-I093674 IN REEL J039, IMAGE 521, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO; AND LOT 3 IN BLOCK 3992 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JANUARY 5, 2007 AS DOCUMENT NO. 2007-I311357 IN REEL J301, IMAGE 134, OFFICAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO; AND LOT 1 IN BLOCK 8724 AS SHOWN OF THAT CERTAIN MAP ENTITLED "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS AT PAGE 117 OF PAGES 97 THOUGH 119 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH 86°49'04" WEST, 71.75 FEET TO THE PROJECTION OF THE WEST LINE OF THIRD STREET; THENCE



SOUTH 3°10'56" EAST, 2.00 FEET ALONG SAID PROJECTION OF THE WEST LINE OF THIRD STREET TO THE INTERSECTION OF THE WEST LINE OF THIRD STREET AND THE SOUTH LINE OF 16TH STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 3°10'56" EAST, 866.08 FEET ALONG THE WEST LINE OF THIRD STREET TO THE SOUTHEAST CORNER OF SAID LOT 3 IN BLOCK 3992, SAID CORNER ALSO BEING THE INTERSECTION OF SAID WEST LINE OF THIRD STREET WITH THE NORTH LINE OF MARIPOSA STREET; THENCE SOUTH 86°49'04" WEST, 480.17 FEET ALONG SAID NORTH LINE OF MARIPOSA STREET TO THE SOUTHWEST CORNER OF SAID LOT 1 IN BLOCK 8724; THENCE ALONG THE WEST LINE OF SAID LOT 1 FOR THE FOLLOWING FIVE (5) ARCS, COURSES AND DISTANCES: (1) NORTH 3°10'56" WEST, 49.69 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 245.00 FEET; (2) THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE, THROUGH A SUBTENDED ARC OF 25°47'42" A DISTANCE OF 110.30 FEET; (3) THENCE NORTH 22°36'46" EAST, 18.71 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 380.00 FEET; (4) THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE THROUGH A SUBTENDED ARC OF 25°47'42" A DISTANCE OF 171.08 FEET; (5) THENCE NORTH 3°10'56" EAST, 527.57 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 8724, SAID CORNER ALSO BEING A POINT ON THE SOUTH LINE OF 16TH STREET; THENCE ALONG SAID SOUTH LINE OF 16TH STREET NORTH 86°49'04" EAST, 409.75 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 367,784 SQUARE FEET, OR 8.44 ACRES, MORE OR LESS.

PARCEL 3

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 7 IN BLOCK 8711 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 19, 1999 AS DOCUMENT NO. 99-G622188 IN REEL H429, IMAGE 0540, IN THAT CERTAIN QUITCLAIM DEED RECORDED ON JULY 19, 1999 AS DOCUMENT NO. 99-G622189 IN REEL H429, IMAGE 0541 AND IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER, 17, 2004 AS DOCUMENT NO. 2004-H871364 IN REEL I786, IMAGE 0212, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH 86°49'04" WEST, 71.75 FEET TO THE INTERSECTION WITH THE PROJECTION OF THE WEST LINE OF THIRD STREET; THENCE NORTH 3°10'56" WEST, 88.00 FEET ALONG SAID PROJECTION OF THE WEST LINE OF THIRD STREET TO THE INTERSECTION OF SAID WEST LINE OF THIRD STREET AND THE NORTH LINE OF 16TH STREET; THENCE SOUTH 86°49'04" WEST, 5.00 FEET ALONG SAID NORTH LINE OF 16TH STREET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86°49'04" WEST, 382.75 FEET ALONG SAID NORTH LINE OF 16TH STREET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 22.00 FEET; THENCE LEAVING SAID NORTH LINE OF 16TH STREET ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE THROUGH A SUBTENDED ARC OF 90°00'00", A DISTANCE OF 34.56 FEET TO A POINT ON THE EAST LINE OF FOURTH STREET (74.25 FEET WIDE); THENCE NORTH 3°10'56" WEST, 1284.25 FEET ALONG SAID EAST LINE OF FOURTH STREET TO A POINT ON THE SOUTH LINE OF MISSION BAY BOULEVARD SOUTH; THENCE NORTH 86°49'04" EAST, 404.75 FEET ALONG SAID SOUTH LINE OF MISSION BAY BOULEVARD SOUTH TO A POINT ON THE LINE THAT IS PARALLEL TO AND PERPENDICULARLY



DISTANT 5.00 FEET FROM THE WEST LINE OF THIRD STREET; THENCE SOUTH $3^{\circ}10'56''$ EAST, 1306.25 FEET ALONG SAID PARALLEL LINE OF THIRD STREET TO THE TRUE POINT OF BEGINNING.

COMPRISING 528,601 SQUARE FEET, OR 12.14 ACRES, MORE OR LESS.

PARCEL 4

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A COMPOSED OF LOT 3 IN BLOCK 8722 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON NOVEMBER 6, 1998 AS DOCUMENT NO. 98-G463592 IN REEL H257, IMAGE 0232 AND THAT CERTAIN QUITCLAIM DEED RECORDED ON JULY 19, 1999 AS DOCUMENT NO. 99-G622189 IN REEL H429, IMAGE 0541; AND PORTIONS OF LOT 7 AND 11 IN BLOCK 8709 & 8711 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 19, 1999 AS DOCUMENT NO. 99-G622188 IN REEL H429, IMAGE 0540 AND IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER, 17, 2004 AS DOCUMENT NO. 2004-H871364 IN REEL I786, IMAGE 0212, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH $86^{\circ}49'04''$ WEST, 71.75 FEET TO THE INTERSECTION WITH THE PROJECTION OF THE WEST LINE OF THIRD STREET; THENCE NORTH $3^{\circ}10'56''$ EAST, 88.00 FEET ALONG SAID PROJECTION OF THE WEST LINE OF THIRD STREET TO THE INTERSECTION OF SAID WEST LINE OF THIRD STREET AND THE NORTH LINE OF 16TH STREET; THENCE SOUTH $86^{\circ}49'04''$ WEST, 506.00 FEET ALONG SAID NORTH LINE OF 16TH STREET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH $86^{\circ}49'04''$ WEST, 448.51 FEET ALONG SAID NORTH LINE OF 16TH STREET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 32.00 FEET; THENCE LEAVING SAID NORTH LINE OF 16TH STREET ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE THROUGH A SUBTENDED ARC OF $49^{\circ}29'03''$, A DISTANCE OF 27.64 FEET TO A POINT ON THE EAST LINE OF OWENS STREET; THENCE ALONG SAID EAST LINE OF OWENS STREET FOR THE FOLLOWING TWO (2) ARCS, COURSES AND DISTANCES: (1) NORTH $43^{\circ}41'53''$ WEST, 941.25 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 917.50 FEET; (2) THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE THROUGH A SUBTENDED ARC OF $36^{\circ}55'55''$, A DISTANCE OF 591.41 FEET; THENCE LEAVING SAID EAST LINE OF OWENS STREET ALONG A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 144.75 FEET; THENCE ALONG SAID CURVE FROM A TANGENT BEARING OF NORTH $74^{\circ}00'38''$ EAST THROUGH A SUBTENDED ARC OF $61^{\circ}21'25''$ A DISTANCE OF 155.01 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST, 165.32 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 100.38 FEET; THENCE ALONG SAID CURVE FROM A TANGENT BEARING OF SOUTH $26^{\circ}21'22''$ EAST THROUGH A SUBTENDED ARC OF $66^{\circ}49'34''$ A DISTANCE OF 117.08 FEET TO A POINT ON THE PROJECTION OF THE SOUTH LINE OF MISSION BAY BOULEVARD SOUTH; THENCE NORTH $86^{\circ}49'04''$ EAST, 959.75 FEET ALONG SAID PROJECTION OF THE SOUTH LINE OF MISSION BAY BOULEVARD SOUTH TO THE INTERSECTION WITH THE WEST LINE OF FOURTH STREET; THENCE SOUTH $3^{\circ}10'56''$ EAST, 1284.25 FEET ALONG SAID WEST LINE OF FOURTH STREET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 22.00 FEET; THENCE LEAVING SAID WEST LINE OF FOURTH STREET ALONG SAID CURVE WHICH IS

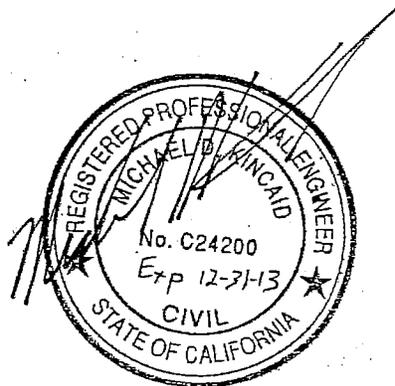


TANGENT TO THE PRECEDING COURSE THROUGH A SUBTENDED ARC OF 90°00'00", A DISTANCE OF 34.56 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 1,316,064 SQUARE FEET, OR 30.21 ACRES, MORE OR LESS.

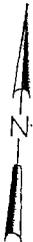
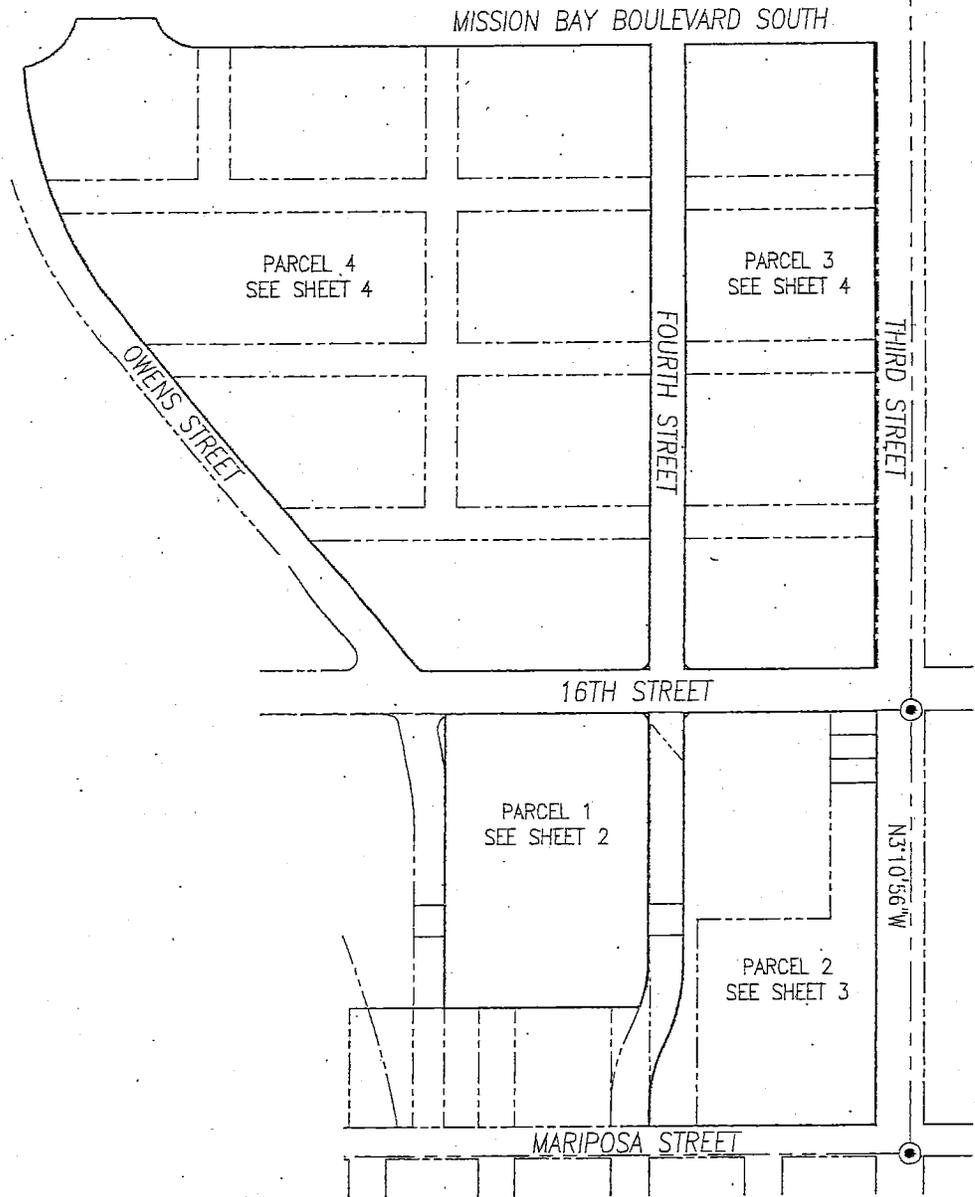
END OF DESCRIPTION

This description and its accompanying plat were prepared by GHD Inc.



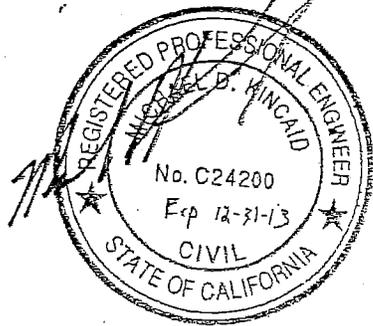
6-1-12

N:\US\San Francisco\Projects\Catellus - MB\12-048 Blocks 36-39 ROW Exhibits\06-CAD\whole property\ whole prop exhibit A-2 -- sheet 1 and 4.dwg Jun 01, 2012 -- 4:27pm



LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- VARA EASEMENT LINES
- MONUMENT LINE
- PROPERTY BOUNDARY
- FOUND MONUMENT
- TPOB
- POC



BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO; IN BOOK Z OF MAPS, PAGES 97-119.

6-1-12



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MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO

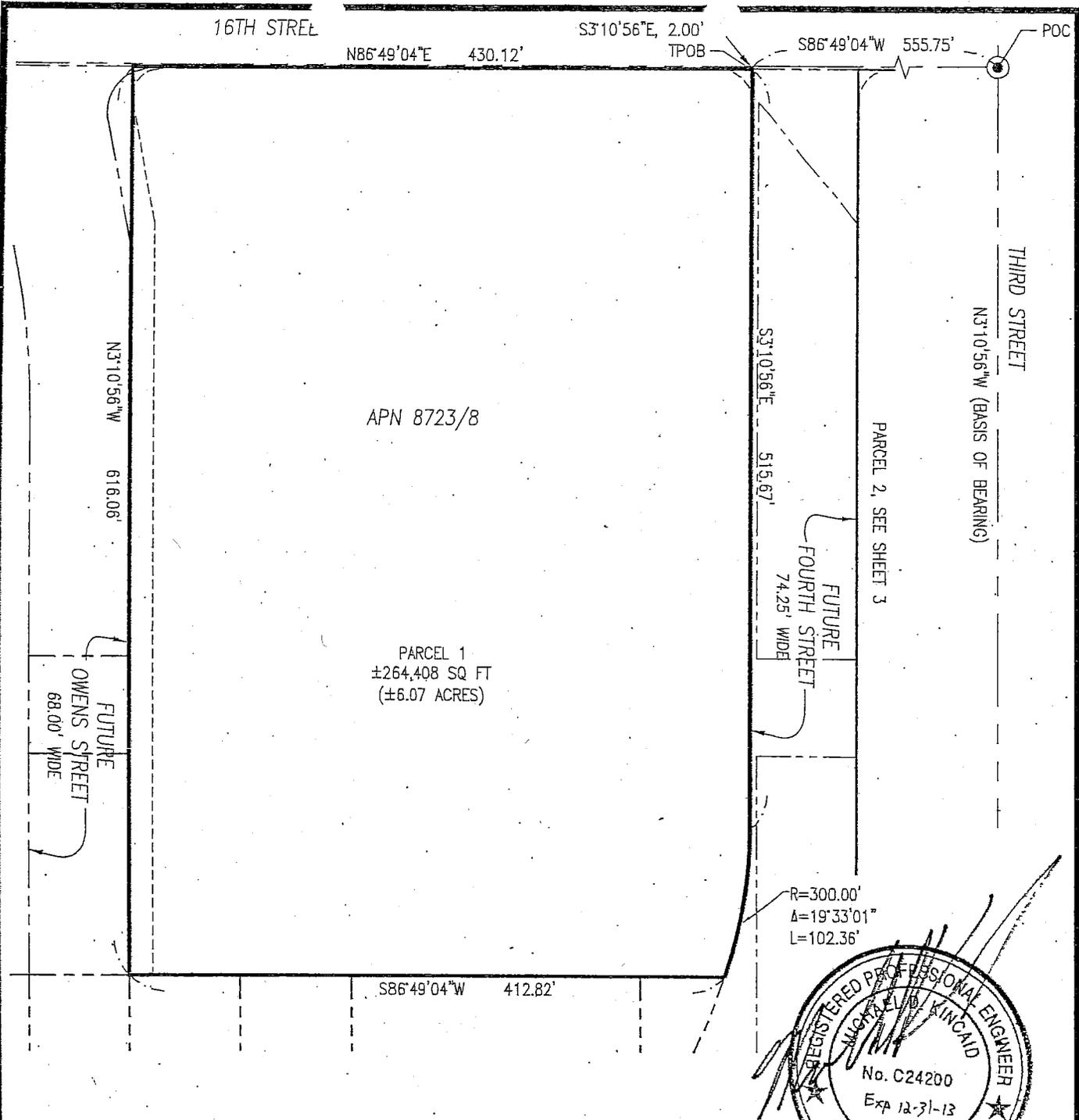
DR JS
SCALE AS NOTED
DATE 6/1/12

312

PLAT TO ACCOMPANY LEGAL DESCRIPTION
UCSF MISSION BAY CAMPUS SITE

REVISION
SHEET 1 OF 4
EXHIBIT NO. A-2

N:\US\San Francisco v\objects\Coltellus - MB\12-04B Blocks 35-39 ROW Exhibits\05-CAD\whole property\whole prop exhibit A-2 sheet 2.dwg Jun 01, 2012 - 4:29pm

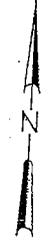


LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- FUTURE DEDICATION LINE
- MONUMENT LINE
- PROPERTY BOUNDARY
- FOUND MONUMENT
- TPOB
- POC
- TRUE POINT OF BEGINNING
- POINT OF COMMENCEMENT

BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING
 N3°10'56"W ON THE MONUMENT LINE OF THIRD
 STREET AS SHOWN ON THE "MAP OF MISSION BAY"
 FILED JULY 19, 1999 IN THE OFFICE OF THE
 RECORDER OF THE CITY AND COUNTY OF SAN
 FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



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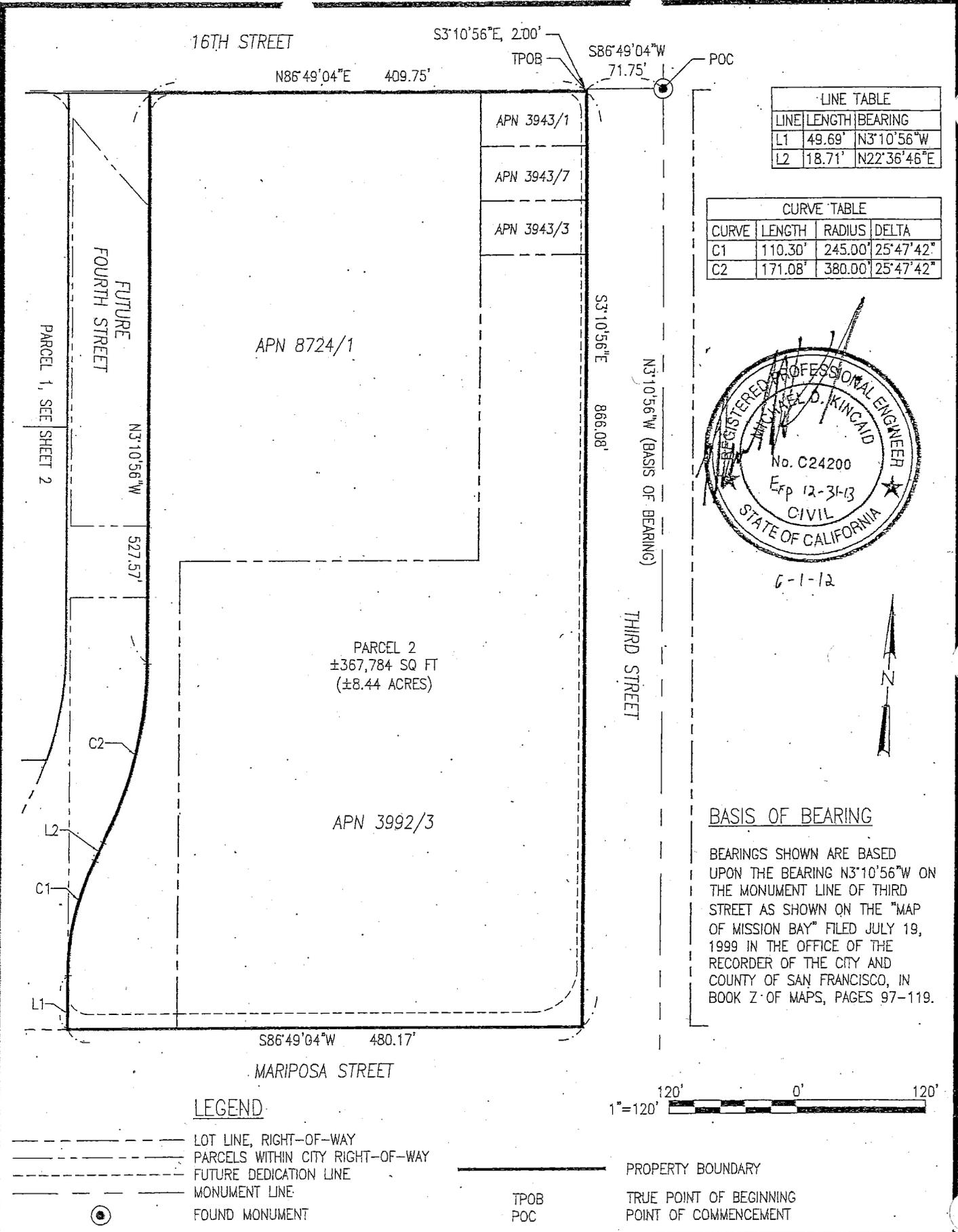


MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO	
DR JS	PLAT TO ACCOMPANY LEGAL DESCRIPTION UCSF MISSION BAY CAMPUS SITE (PARCEL 1)
SCALE AS NOTED	
DATE 6/1/12	

REVISION
SHEET 2 OF 4
EXHIBIT NO. A-2

313

N:\US\Son Francisco\Projects\Colletius - MB\12-04B Blocks 36-39 ROW Exhibits\06-CAD\whole property\ whole prop exhibit A-2 - sheet 3.dwg Jun 01, 2012 - 4:31pm

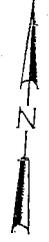


LINE TABLE		
LINE	LENGTH	BEARING
L1	49.69'	N3°10'56"W
L2	18.71'	N22°36'46"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	110.30'	245.00'	25°47'42"
C2	171.08'	380.00'	25°47'42"



6-1-12



BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- FUTURE DEDICATION LINE
- MONUMENT LINE
- FOUND MONUMENT
- PROPERTY BOUNDARY
- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT



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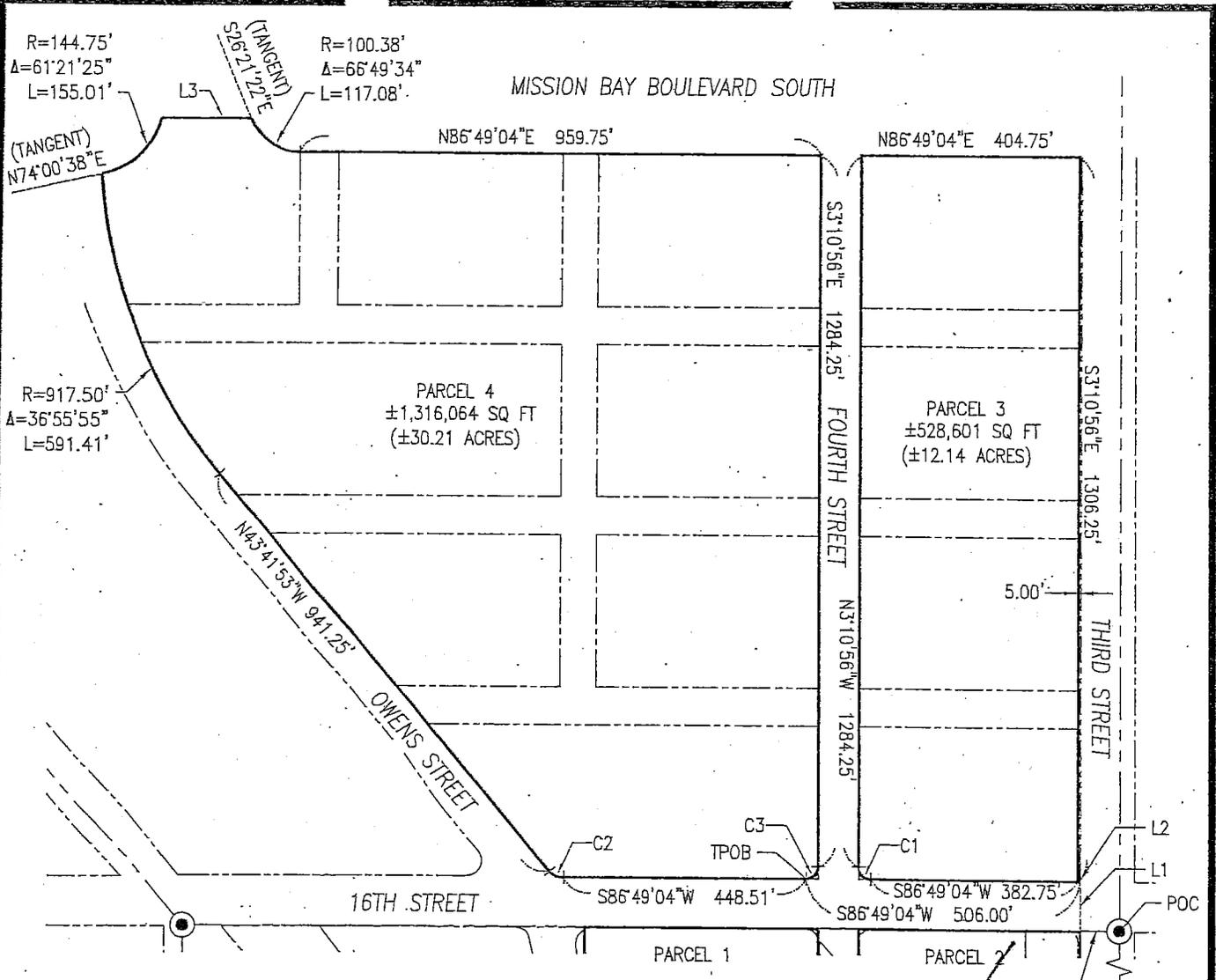
MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO

DR JS
SCALE AS NOTED
DATE 6/1/12

314
PLAT TO ACCOMPANY LEGAL DESCRIPTION
UCSF MISSION BAY CAMPUS SITE
(PARCEL 2)

REVISION
SHEET 3 OF 4
EXHIBIT NO.
A-2

N:\US\Son Franchis...jects\Catellus - MB\12-048 Blocks 36-39 ROW Exhibits\06-CAD\USCF - entire MB property\whole pr...hibit A-2 - sheet 1 and 4.dwg Jun 14, 2012 - 9:06am



LINE TABLE		
LINE	LENGTH	BEARING
L1	88.00'	N3°10'56"W
L2	5.00'	S86°49'04"W
L3	165.32'	N86°49'04"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	34.56'	22.00'	90°00'00"
C2	27.64'	32.00'	49°29'03"
C3	34.56'	22.00'	90°00'00"



LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- VARA EASEMENT LINES
- MONUMENT LINE
- PROPERTY BOUNDARY
- FOUND MONUMENT
- TPOB
- POC



BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



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MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO

DR	JS
SCALE	AS NOTED
DATE	6/1/12

PLAT TO ACCOMPANY LEGAL DESCRIPTION
USCF MISSION BAY CAMPUS SITE
(PARCELS 3 AND 4)

REVISION	
SHEET	4 OF 4
EXHIBIT NO.	A-2



EXHIBIT "C"
LEGAL DESCRIPTION
(OWENS STREET MEDIAN)

PARCEL 1

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT A AS DESIGNATED AND SHOWN OF THAT CERTAIN MAP ENTITLED "FINAL MAP No: 5165, MISSION BAY" FILED NOVEMBER 21, 2011 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK DD OF MAPS AT PAGE 172 OF PAGES 170 THROUGH 176 AND A PORTION OF 16TH STREET AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH 86°49'04" WEST, 1047.56 FEET; THENCE SOUTH 3°10'56" EAST, 1.34 FEET TO THE TRUE POINT OF BEGINNING. THENCE SOUTH 14°10'56" EAST, 82.09 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 328.00 FEET; THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEEDING COURSE, THROUGH A SUBTENDED ARC OF 2°54'43" A DISTANCE OF 16.67 FEET; THENCE SOUTH 11°16'13" EAST, 64.11 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 527.00 FEET; THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEEDING COURSE, THROUGH A SUBTENDED ARC OF 8°05'17" A DISTANCE OF 74.39 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE ALONG SAID CURVE FROM A TANGENT BEARING OF SOUTH 3°10'56" EAST, THROUGH A SUBTENDED ARC OF 33°49'20" A DISTANCE OF 17.71 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE FROM A TANGENT BEARING OF SOUTH 37°00'16" EAST, THROUGH A SUBTENDED ARC OF 33°49'20" A DISTANCE OF 20.66 FEET; THENCE SOUTH 3°10'56" EAST, 49.21 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2.50 FEET; THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEEDING COURSE, THROUGH A SUBTENDED ARC OF 180°00'00" A DISTANCE OF 7.85 FEET; THENCE NORTH 3°10'56" WEST, 49.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEEDING COURSE, THROUGH A SUBTENDED ARC OF 33°49'20" A DISTANCE OF 17.71 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE FROM A TANGENT BEARING OF NORTH 37°00'16" WEST, THROUGH A SUBTENDED ARC OF 33°49'20" A DISTANCE OF 20.66 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 522.00 FEET; THENCE ALONG SAID CURVE FROM A TANGENT BEARING OF NORTH 3°10'56" WEST, THROUGH A SUBTENDED ARC OF 11°00'00" A DISTANCE OF 100.22 FEET; THENCE NORTH 14°10'56" WEST, 136.01 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 4.00 FEET; THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEEDING COURSE, THROUGH A SUBTENDED ARC OF 180°00'00" A DISTANCE OF 12.57 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 2017 SQUARE FEET, MORE OR LESS.



PARCEL 2

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOTS A AND B AND CCSF (FORMER 17TH STREET) LAND AS DESIGNATED AND SHOWN ON THAT CERTAIN MAP ENTITLED "FINAL MAP No. 5165, MISSION BAY" FILED NOVEMBER 21, 2011 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK DD OF MAPS AT PAGE 172 OF PAGES 170 THROUGH 176 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH 86°49'04" WEST, 985.87 FEET TO THE PROJECTION OF THE EAST LINE OF OWENS STREET; THENCE ALONG SAID PROJECTION OF THE EAST LINE OF OWENS STREET SOUTH 3°10'56" EAST, 2.00 FEET TO THE INTERSECTION POINT OF THE EAST LINE OF OWENS STREET AND THE SOUTH LINE OF 16TH STREET; THENCE CONTINUING ALONG THE EAST LINE OF OWENS STREET SOUTH 3°10'56" EAST, 372.52 FEET; THENCE LEAVING SAID EAST LINE OF OWENS STREET ALONG THE LINE BEARING SOUTH 86°49'04" WEST, 29.00 FEET TO THE TRUE POINT OF BEGINNING. THENCE SOUTH 3°10'56" EAST, 94.68 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEEDING COURSE, THROUGH A SUBTENDED ARC OF 33°49'20" A DISTANCE OF 17.71 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE FROM A TANGENT BEARING OF SOUTH 37°00'16" EAST, THROUGH A SUBTENDED ARC OF 33°49'20" A DISTANCE OF 20.66 FEET; THENCE SOUTH 3°10'56" EAST, 77.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2.50 FEET; THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEEDING COURSE, THROUGH A SUBTENDED ARC OF 180°00'00" A DISTANCE OF 7.85 FEET; THENCE NORTH 3°10'56" WEST, 77.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEEDING COURSE, THROUGH A SUBTENDED ARC OF 33°49'20" A DISTANCE OF 17.71 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE FROM A TANGENT BEARING OF NORTH 37°00'16" WEST, THROUGH A SUBTENDED ARC OF 33°49'20" A DISTANCE OF 20.66 FEET; THENCE NORTH 3°10'56" WEST, 94.68 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 2.50 FEET; THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEEDING COURSE, THROUGH A SUBTENDED ARC OF 180°00'00" A DISTANCE OF 7.85 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 1070 SQUARE FEET, MORE OR LESS.



PARCEL 3

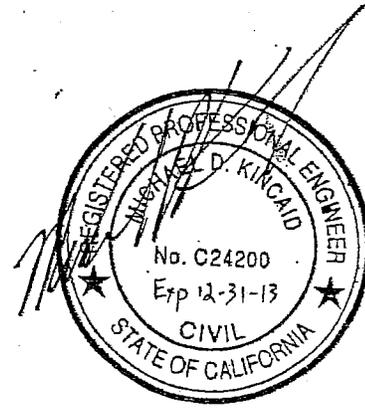
ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 6 IN BLOCK 8727 AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED ON FEBRUARY 2, 2006 AS DOCUMENT NO. 2006-1121836 IN REEL J069, IMAGE 0010, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH 86°49'04" WEST, 985.87 FEET TO THE PROJECTION OF THE WEST LINE OF LOT 8 IN BLOCK 8723 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JUNE 30, 2005 AS DOCUMENT NO. 2005-H982318 IN REEL I922, IMAGE 683, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO; THENCE ALONG SAID PROJECTION OF THE WEST LINE OF SAID LOT 8 SOUTH 3°10'56" EAST, 2.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE ALONG THE WEST LINE OF SAID LOT 8 SOUTH 3°10'56" EAST, 616.06 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8, ALSO BEING THE NORTHEAST CORNER OF SAID LOT 6; THENCE ALONG THE EAST LINE OF SAID LOT 6 SOUTH 3°10'56" EAST, 4.80 FEET; THENCE LEAVING SAID EAST LINE OF LOT 6 SOUTH 86°49'04" WEST, 18.67 FEET TO THE TRUE POINT OF BEGINNING. THENCE ALONG A CURVE CONCAVE WESTERLY AND HAVING RADIUS 450.00 FEET; FROM A TANGENT BEARING OF SOUTH 0°22'27" WEST, THROUGH A SUBTENDED ARC OF 5°16'33" A DISTANCE OF 41.44 FEET; THENCE SOUTH 5°39'00" WEST, 79.09 FEET; THENCE SOUTH 86°49'04" WEST, 10.12 FEET; THENCE NORTH 5°39'00" EAST 80.65 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 440.00 FEET; THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE, THROUGH A SUBTENDED ARC OF 5°16'33" A DISTANCE OF 40.52 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 5.00 FEET; THENCE ALONG SAID CURVE FROM A TANGENT BEARING OF NORTH 0°22'27" EAST, THROUGH A SUBTENDED ARC OF 180°00'00" A DISTANCE OF 15.71 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 1248 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION

This description and its accompanying plat were prepared by GHD Inc.



6-1-12

RECORDING REQUESTED BY:
City and County of San Francisco

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

Documentary Transfer Tax is Zero;
No fee for recording pursuant to
Government Code § 27383

APN: Block 8711, Lot 007

Space above this line for Recorder's Use

OFFER OF DEDICATION
(Third Street and Sixteenth Street — Turning Radius Dedication)

The Regents of the University of California, a public corporation, being the fee title owner of record of the herein described property, hereby irrevocably offers to dedicate, in fee title, to the City and County of San Francisco, a municipal corporation (the "City"), and its successors and assigns, for street, roadway and public utility purposes, any and all right, title and interest in the real property situated in the City and County of San Francisco, State of California, as described in Exhibit A (Legal Description) and depicted on Exhibit A-1 (Plat Map) attached hereto and made a part hereof.

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

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

(Signature on following page)

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this 8th
day of June, 2012.

By: THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA,
a public corporation

APPROVED AS TO FORM

Janet C. Norris
JANET C. NORRIS
UNIVERSITY COUNCIL OF THE REGENTS
OF THE UNIVERSITY OF CALIFORNIA

By: [Signature]
Name: Deborah Wylie
Its: AVP - Capital Resources Management

STATE OF CALIFORNIA

)
)ss

COUNTY OF SAN FRANCISCO

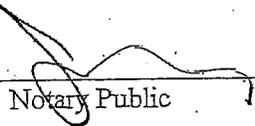
)

On JUNE 8, 2012, before me, JAY VALANCY, a Notary Public, personally appeared DEBORAH WYLIE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



Notary Public

(Seal)

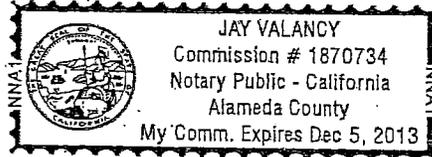




EXHIBIT "A"
LEGAL DESCRIPTION
(STREET DEDICATION)

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL A AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER 17, 2004 AS DOCUMENT NO. 2004-H871364 IN REEL I786, IMAGE 212, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH 86°49'04" WEST, 71.75 FEET TO THE INTERSECTION WITH THE PROJECTION OF THE WEST LINE OF THIRD STREET; THENCE NORTH 3°10'56" WEST, 88.00 FEET ALONG SAID PROJECTION OF THE WEST LINE OF THIRD STREET TO THE INTERSECTION OF SAID WEST LINE OF THIRD STREET AND THE NORTH LINE OF 16TH STREET; THENCE SOUTH 86° 49' 04" WEST, 5.00 FEET ALONG SAID NORTH LINE OF 16TH STREET TO THE SOUTHEAST CORNER OF SAID PARCEL A, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 86° 49' 04" WEST, 17.00 FEET ALONG SAID NORTH LINE OF 16TH STREET TO A POINT OF CUSP OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 17.00 FEET; THENCE LEAVING SAID NORTH LINE OF 16TH STREET ALONG SAID CURVE FROM A TANGENT BEARING OF NORTH 86° 49' 04" EAST, THROUGH A SUBTENDED ARC OF 90° 00' 00", A DISTANCE OF 26.70 FEET TO THE EAST LINE OF SAID PARCEL A, SAID LINE BEING PARALLEL TO AND PERPENDICULARLY DISTANT 5.00 FEET FROM SAID WEST LINE OF THIRD STREET; THENCE SOUTH 3° 10' .56" EAST, 17.00 FEET ALONG SAID EAST LINE OF PARCEL A TO THE TRUE POINT OF BEGINNING.

COMPRISING 62 SQUARE FEET, MORE OR LESS.

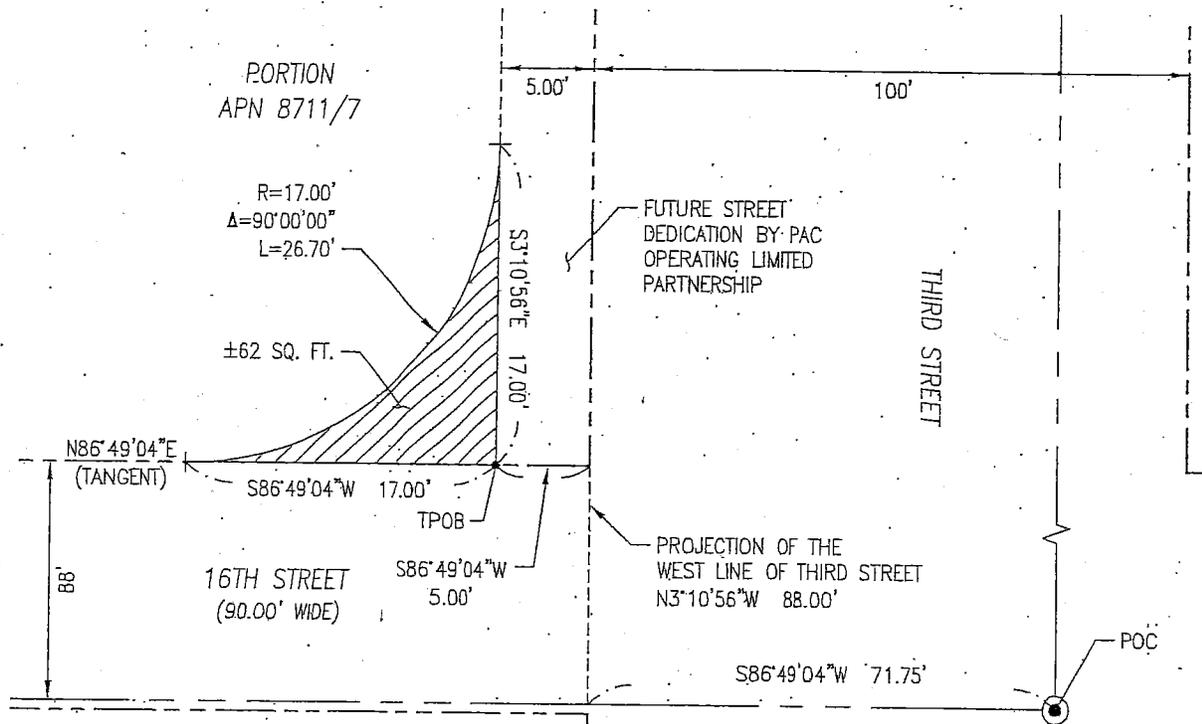
END OF DESCRIPTION

This description and its accompanying plat were prepared by GHD Inc

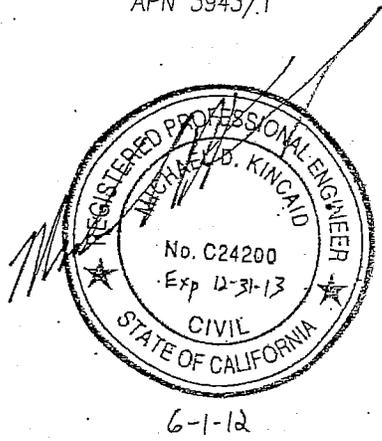


6-1-12

N:\US\Sem Fra. \Projects\Catellus - MB\12-04B Blocks 35-39 ROW Exhibits\06-CAD\UCSF item 07\ item 07 exhibit A-1 May 31, 2012 - 4:34pm



APN 3943/1

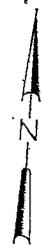


LEGEND

- LOT LINE, RIGHT-OF-WAY
- FUTURE DEDICATION LINE
- MONUMENT LINE
- DEDICATION BOUNDARY
- DEDICATION AREA
- FOUND MONUMENT
- TPOB
- POC
- TRUE POINT OF BEGINNING
- POINT OF COMMENCEMENT

BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



GHD Inc.
417 Montgomery Street Suite 700 San Francisco California 94104 USA
T 1 415 225 4970 F 1 415 281 4980
W www.ghd.com



MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO		REVISION
DR	JS	SHEET 1 OF 1
SCALE	AS NOTED	EXHIBIT NO.
DATE	6/1/12	A-1

**PLAT TO ACCOMPANY LEGAL DESCRIPTION
THIRD STREET INTERSECTION AT 16TH STREET DEDICATION
FROM UNIVERSITY OF CALIFORNIA, SAN FRANCISCO**

RECORDING REQUESTED BY:
City and County of San Francisco

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

Documentary Transfer Tax is Zero;
No fee for recording pursuant to
Government Code § 27383

APN: Block 3992, Lot 003

Space above this line for Recorder's Use

OFFER OF DEDICATION
(Third Street and Mariposa Street — Right Turn Lane Dedication)

The Regents of the University of California, a public corporation, being the fee title owner of record of the herein described property, hereby irrevocably offers to dedicate, in fee title, to the City and County of San Francisco, a municipal corporation (the "City"), and its successors and assigns, for street, roadway and public utility purposes, any and all right, title and interest in the real property situated in the City and County of San Francisco, State of California, as described in Exhibit A (Legal Description) and depicted on Exhibit A-1 (Plat Map) attached hereto and made a part hereof.

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

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

(Signature on following page)

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this 5th
day of June, 2012.

By: THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA,
a public corporation

APPROVED AS TO FORM
Janet C. Norris
JANET C. NORRIS
UNIVERSITY COUNSEL OF THE REGENTS
OF THE UNIVERSITY OF CALIFORNIA

By: [Signature]
Name: Deborah Wylie
Its: AVP - Capital Resources Management

STATE OF CALIFORNIA

)
)ss

COUNTY OF SAN FRANCISCO

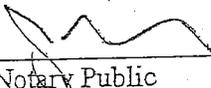
)

On JUNE 8, 2012, before me, JAY VALANCY, a Notary Public, personally appeared DEBORAH WYLIC, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



Notary Public

(Seal)

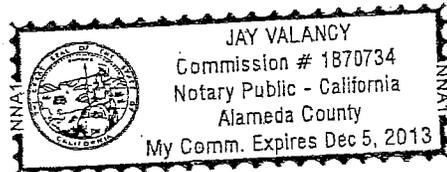




EXHIBIT "A"
 LEGAL DESCRIPTION
 (STREET DEDICATION)

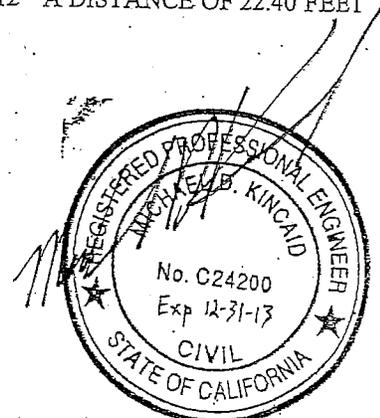
ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 3 IN BLOCK 3992 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JANUARY 5, 2007 AS DOCUMENT NO. 2007-1311357 IN REEL J301, IMAGE 134, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH 86°49'04" WEST, 71.75 FEET TO THE PROJECTION OF THE WEST LINE OF THIRD STREET; THENCE SOUTH 3°10'56" EAST, 2.00 FEET ALONG SAID PROJECTION OF THE WEST LINE OF THIRD STREET TO THE INTERSECTION OF THE WEST LINE OF THIRD STREET AND THE SOUTH LINE OF 16TH STREET; THENCE SOUTH 3°10'56" EAST, 652.08 FEET ALONG SAID WEST LINE OF THIRD STREET; THENCE SOUTH 86°49'04" WEST, 5.00 FEET LEAVING SAID WEST LINE OF THIRD STREET TO A POINT ON THE LINE THAT IS PARALLEL TO AND PERPENDICULARLY DISTANT 5.00 FEET FROM THE EAST LINE OF SAID LOT 3 IN BLOCK 3992, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 3°10'56" EAST, 160.00 FEET ALONG SAID PARALLEL LINE TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE LEAVING SAID PARALLEL LINE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE THROUGH A SUBTENDED ARC OF 90° 00' 00", A DISTANCE OF 62.83 FEET TO A POINT ON THE LINE THAT IS PARALLEL TO AND PERPENDICULARLY DISTANT 14.00 FEET FROM THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3992, SAID SOUTH LINE OF LOT 3 IN BLOCK 3992 ALSO BEING THE NORTH LINE OF MARIPOSA STREET; THENCE SOUTH 86°49'04" WEST, 1.00 FEET ALONG SAID PARALLEL LINE TO A POINT OF CUSP OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE LEAVING SAID PARALLEL LINE ALONG SAID CURVE FROM A TANGENT BEARING OF NORTH 86°49'04" EAST, THROUGH A SUBTENDED ARC OF 90° 00' 00", A DISTANCE OF 47.12 FEET TO A POINT ON THE LINE THAT IS PARALLEL TO AND PERPENDICULARLY DISTANT 16.00 FEET FROM THE EAST LINE OF SAID LOT 3 IN BLOCK 3992; THENCE NORTH 3°10'56" WEST 115.00 FEET, ALONG SAID PARALLEL LINE TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 86.25 FEET; THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE THROUGH A SUBTENDED ARC OF 22°37'12" A DISTANCE OF 34.05 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 56.75 FEET; THENCE ALONG SAID CURVE FROM A TANGENT BEARING OF NORTH 19° 26' 16" EAST, THROUGH A SUBTENDED ARC OF 22°37'12" A DISTANCE OF 22.40 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 1769 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION

This description and its accompanying plat were prepared by GHD Inc.



6-1-12



6-1-12

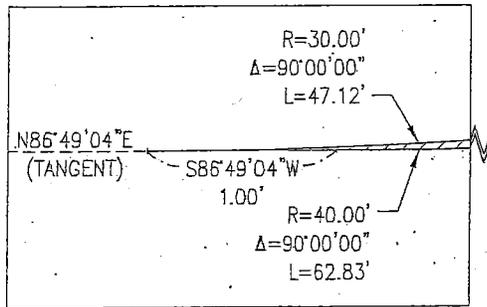
LEGEND

- LOT LINE, RIGHT-OF-WAY
- FUTURE DEDICATION LINE
- MONUMENT LINE
- DEDICATION BOUNDARY
- DEDICATION AREA
- FOUND MONUMENT
- TRUE POINT OF BEGINNING
- POINT OF COMMENCEMENT

BASIS OF BEARING

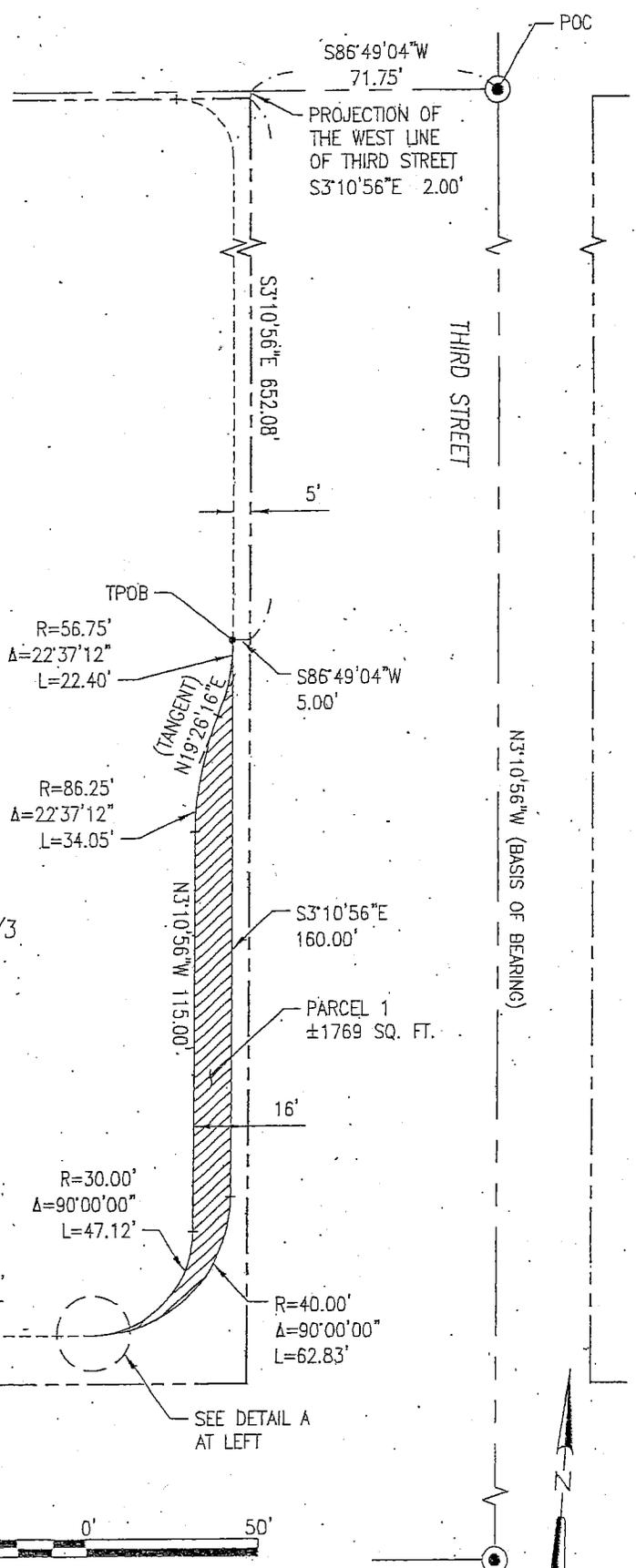
BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.

APN 3992/3



DETAIL A
1"=1'

MARIPOSA STREET



N3°10'56"W (BASIS OF BEARING)



N:\US\San Francisco\Projects\Colelius - MB\12-04B Blocks 35-39_ROW Exhibits\06-CAD\UCSF Item 10 Item 10 exhibit A-1.dwg May 31, 2012 - 4:15pm

 GHD Inc. 417 Montgomery Street, Suite 700 San Francisco, California 94104 USA T: 415 223 4970 F: 415 283 4980 W: www.ghd.com	MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO		REVISION
		DR JS SCALE AS NOTED DATE 6/1/12	SHEET 1 OF 1 EXHIBIT NO. A-1
PLAT TO ACCOMPANY LEGAL DESCRIPTION THIRD STREET AND MARIPOSA STREET DEDICATIONS FROM UNIVERSITY OF CALIFORNIA, SAN FRANCISCO 330			

RECORDING REQUESTED BY:
City and County of San Francisco

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

Documentary Transfer Tax is Zero;
No fee for recording pursuant to
Government Code § 27383

APN: Block 3943, Lot 001, 003 and 007
Block 8724, Lot 001
Block 3992, Lot 003

Space above this line for Recorder's Use

OFFER OF DEDICATION

(Mariposa Street, Third Street, Fourth Street and Sixteenth Street — Street Widening and Turning Radius Dedications)

The Regents of the University of California, a public corporation, being the fee title owner of record of the herein described property, hereby irrevocably offers to dedicate, in fee title, to the City and County of San Francisco, a municipal corporation (the "City"), and its successors and assigns, for street, roadway and public utility purposes, any and all right, title and interest in the real property situated in the City and County of San Francisco, State of California, as described in **Exhibit A** (Legal Description) and depicted on **Exhibit A-1** (Plat Map) attached hereto and made a part hereof.

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

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

(Signature on following page)

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this 8th
day of June, 2012.

APPROVED AS TO FORM

Janet E. Norris
JANET E. NORRIS
UNIVERSITY COUNCIL OF THE REGENTS
OF THE UNIVERSITY OF CALIFORNIA

By: THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA,
a public corporation

By: [Signature]
Name: Deborah Wylie
Its: AVP-Capital Resources Management

STATE OF CALIFORNIA)

)ss

COUNTY OF SAN FRANCISCO)

On JUNE 8, 2012, before me, JAY VALANCY, a Notary Public, personally appeared DEBORAH WYLIE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

Notary Public

(Seal)

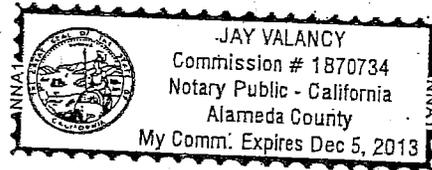




EXHIBIT "A"
LEGAL DESCRIPTION
(STREET DEDICATION)

PARCEL 1

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING PORTIONS OF LOT 1 IN BLOCK 3943, LOT 7 IN BLOCK 3943, AND LOT 3 IN BLOCK 3943 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER 19, 2005 AS DOCUMENT NO. 2005-1093674 IN REEL J039, IMAGE 521, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO; AND LOT 3 IN BLOCK 3992 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JANUARY 5, 2007 AS DOCUMENT NO. 2007-1311357 IN REEL J301, IMAGE 134, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH $86^{\circ}49'04''$ WEST, 71.75 FEET TO THE PROJECTION OF THE WEST LINE OF THIRD STREET; THENCE SOUTH $3^{\circ}10'56''$ EAST, 2.00 FEET ALONG SAID PROJECTION OF THE WEST LINE OF THIRD STREET TO A POINT AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 1 IN BLOCK 3943 AND THE WEST LINE OF THIRD STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH $3^{\circ}10'56''$ EAST, 866.08 FEET ALONG THE WEST LINE OF THIRD STREET TO THE SOUTHEAST CORNER OF SAID LOT 3 IN BLOCK 3992; THENCE SOUTH $86^{\circ}49'04''$ WEST, 380.00 FEET ALONG THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3992 TO THE SOUTHWEST CORNER OF SAID LOT 3 IN BLOCK 3992; THENCE NORTH $3^{\circ}10'56''$ WEST, 14.00 FEET ALONG THE WEST LINE OF SAID LOT 3 IN BLOCK 3992 TO THE INTERSECTION WITH A LINE PARALLEL TO AND PERPENDICULARLY DISTANT 14.00 FEET FROM SAID SOUTH LINE OF LOT 3 IN BLOCK 3992; THENCE NORTH $86^{\circ}49'04''$ EAST, 335.00 FEET ALONG SAID PARALLELL LINE TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE THROUGH A SUBTENDED ARC OF $90^{\circ}00'00''$, A DISTANCE OF 62.83 FEET TO A POINT ON THE LINE THAT IS PARALLEL TO AND PERPENDICULARLY DISTANT 5.00 FEET FROM SAID WEST LINE OF THIRD STREET; THENCE NORTH $3^{\circ}10'56''$ WEST, 795.08 FEET ALONG SAID PARALLEL LINE TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 17.00 FEET; THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE, THROUGH A SUBTENDED ARC OF $90^{\circ}00'00''$ A DISTANCE OF 26.70 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 IN BLOCK 3943; THENCE NORTH $86^{\circ}49'04''$ EAST, 22.00 FEET ALONG SAID NORTH LINE TO THE TRUE POINT OF BEGINNING.

COMPRISING 9986 SQUARE FEET, MORE OR LESS.

PARCEL 2

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 1 IN BLOCK 8724 AS SHOWN OF THAT CERTAIN MAP ENTITLED "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS AT PAGE 117 OF PAGES 97 THOUGH 119 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH $86^{\circ}49'04''$ WEST, 481.50 FEET TO THE PROJECTION OF THE WEST LINE OF SAID LOT 1; THENCE ALONG SAID PROJECTION OF THE WEST LINE OF SAID LOT 1 SOUTH $3^{\circ}10'56''$ EAST, 2.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 8724, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH $86^{\circ}49'04''$ EAST, 22.00 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO A POINT OF CUSP OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 22.00 FEET; THENCE LEAVING SAID NORTH LINE OF LOT 1 ALONG SAID CURVE FROM A TANGENT BEARING OF SOUTH $86^{\circ}49'04''$ WEST, THROUGH A SUBTENDED ARC OF $90^{\circ}00'00''$, A DISTANCE OF 34.56 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE NORTH $3^{\circ}10'56''$ WEST, 22.00 FEET ALONG SAID WEST LINE OF SAID LOT 1 TO THE TRUE POINT OF BEGINNING.

COMPRISING 104 SQUARE FEET, MORE OR LESS.

PARCEL 3

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 1 IN BLOCK 8724 AS SHOWN OF THAT CERTAIN MAP ENTITLED "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS AT PAGE 117 OF PAGES 97 THROUGH 119 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH $86^{\circ}49'04''$ WEST, 481.50 FEET TO THE INTERSECTION WITH THE PROJECTION OF THE WEST LINE OF SAID LOT 1; THENCE SOUTH $3^{\circ}10'56''$ EAST, 2.00 FEET ALONG SAID PROJECTION OF THE WEST LINE OF LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 8724; THENCE ALONG THE WEST LINE OF SAID LOT 1 FOR THE FOLLOWING FIVE (5) ARCS, COURSES AND DISTANCES: (1) SOUTH $3^{\circ}10'56''$ EAST, 527.57 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 380.00 FEET; (2) THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE, THROUGH A SUBTENDED ARC OF $25^{\circ}47'42''$ A DISTANCE OF 171.08 FEET; (3) THENCE SOUTH $22^{\circ}36'46''$ WEST, 18.71 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 245.00 FEET; (4) THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE, THROUGH A SUBTENDED ARC OF $25^{\circ}47'42''$ A DISTANCE OF 110.30 FEET; (5) THENCE SOUTH $3^{\circ}10'56''$ EAST, 15.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $3^{\circ}10'56''$ EAST, 34.00 FEET CONTINUING ALONG SAID WEST LINE OF LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH $86^{\circ}49'04''$ EAST, 100.17 FEET ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH $3^{\circ}10'56''$ WEST, 14.00 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE INTERSECTION WITH A LINE PARALLEL TO AND PERPENDICULARLY DISTANT 14.00 FEET FROM SAID SOUTH LINE OF LOT 1; THENCE SOUTH $86^{\circ}49'04''$ WEST, 80.17 FEET ALONG SAID PARALLEL LINE TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET;

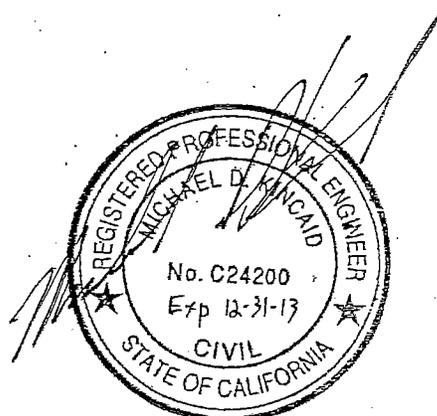


THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE, THROUGH A SUBTENDED ARC OF 90°00'00" A DISTANCE OF 31.42 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 1488 SQUARE FEET, MORE OR LESS.

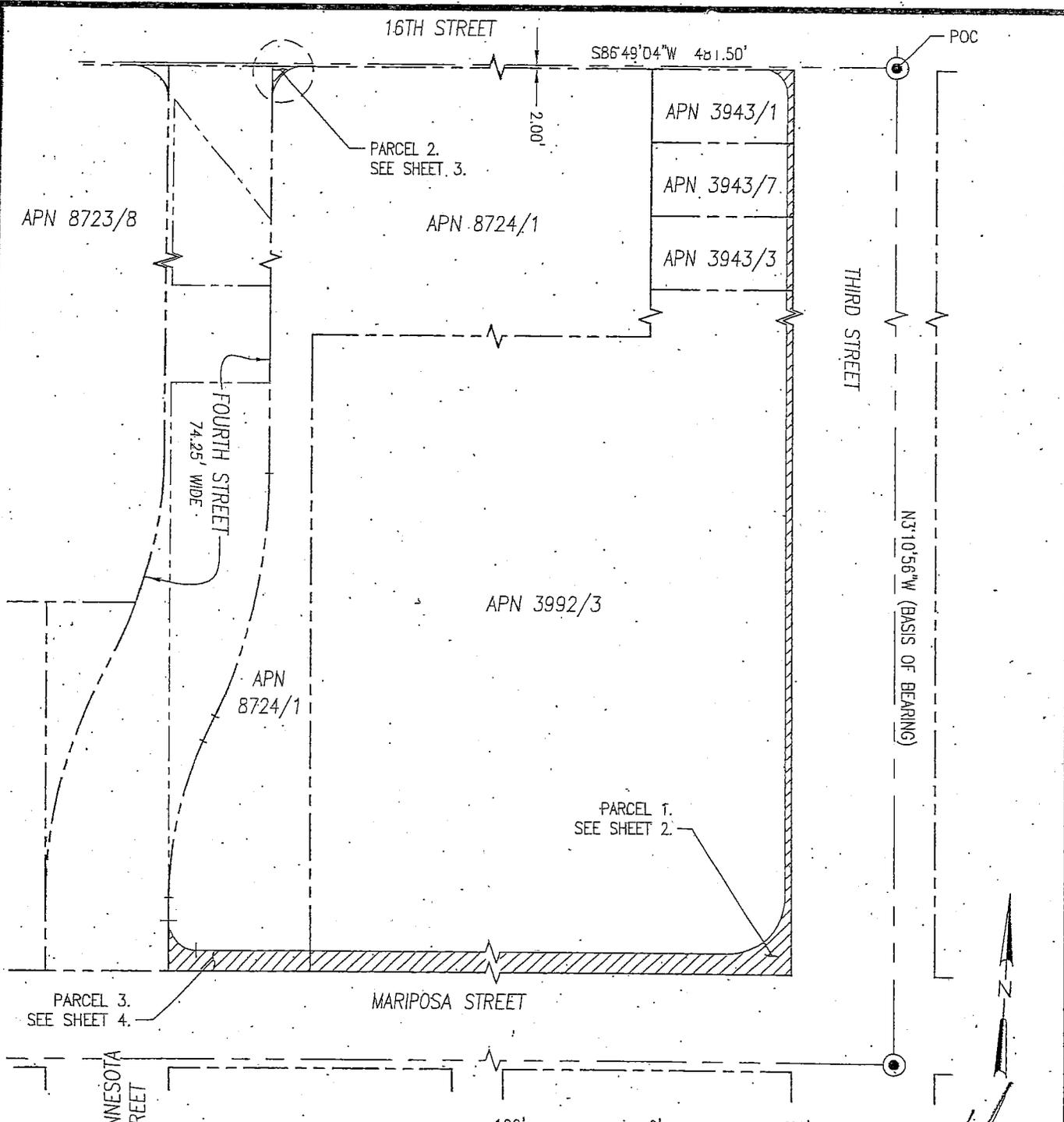
END OF DESCRIPTION

This description and its accompanying plat were prepared by GHD Inc.



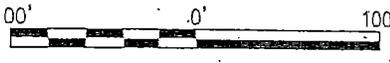
6-1-12

N:\US San Francisco\Projects\Catellus - MB\12-048 Blocks 36-39 ROW\Exhibits\06-CAD\USCF Item 08-09-11-14\Item.08-09-11-14 exhibit A-1 sheet 1.dwg May 31, 2012 - 4:50pm



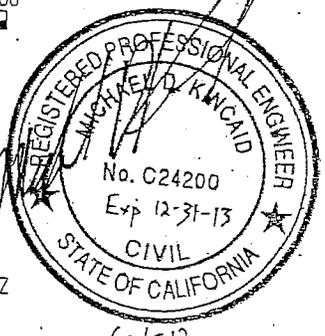
LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- FUTURE DEDICATION LINE
- MONUMENT LINE
- DEDICATION BOUNDARY
- DEDICATION AREA
- TPOB
- POC
- FOUND MONUMENT
- TRUE POINT OF BEGINNING
- POINT OF COMMENCEMENT



BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



GHD Inc.
417 Montgomery Street Suite 700 San Francisco California 94104 USA
T 1 415 233 8970 F 1 415 233 4980
W www.ghd.com

MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO

DR	JS
SCALE	AS NOTED
DATE	6/1/12

PLAT TO ACCOMPANY LEGAL DESCRIPTION
THIRD STREET AND FOURTH STREET INTERSECTIONS AT
16TH STREET AND MARIPOSA STREET DEDICATIONS

REVISION	
SHEET	1 OF 4
EXHIBIT NO.	A-1

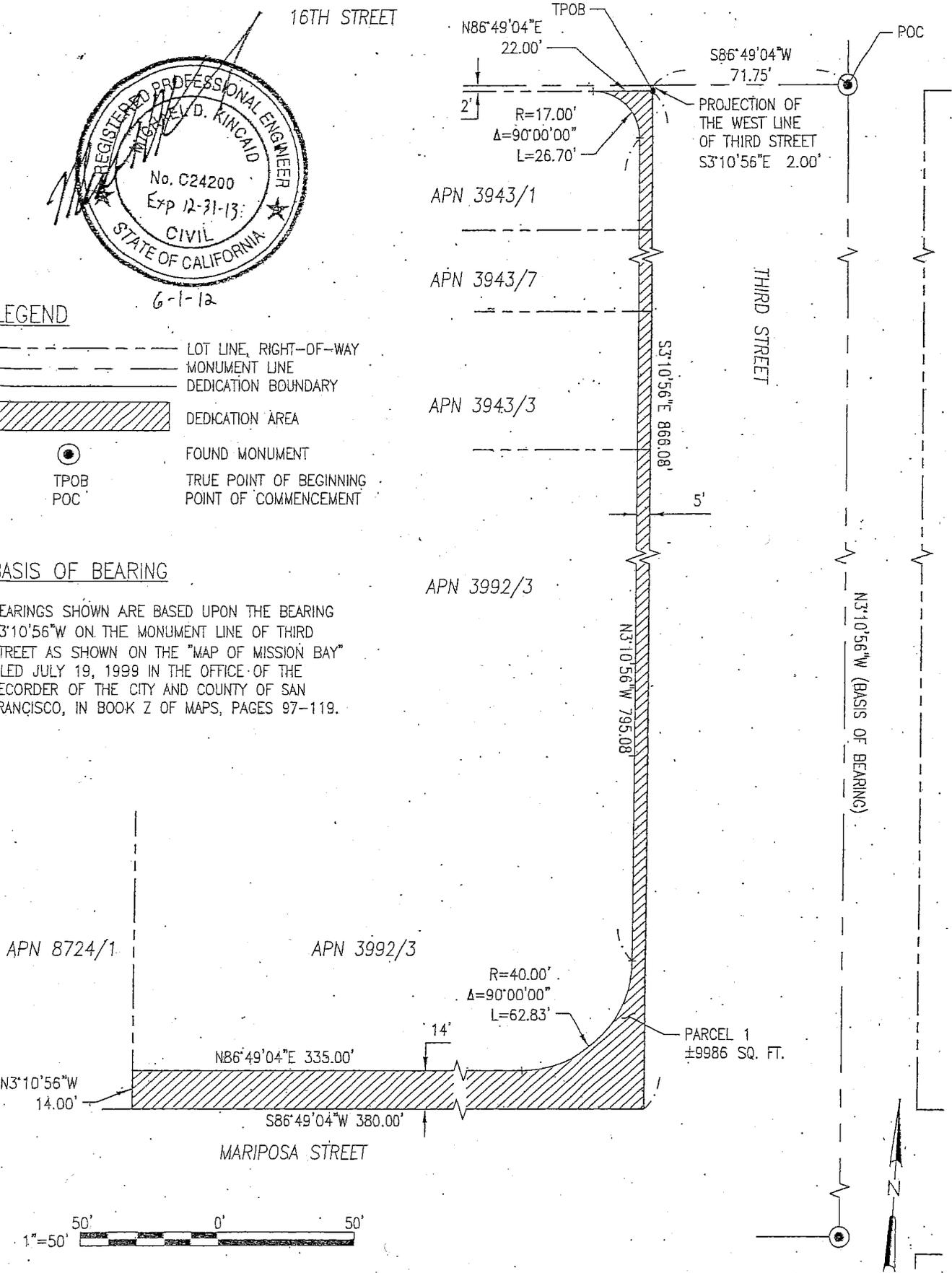


LEGEND

- LOT LINE, RIGHT-OF-WAY
- MONUMENT LINE
- DEDICATION BOUNDARY
- DEDICATION AREA
- FOUND MONUMENT
- TRUE POINT OF BEGINNING
- POINT OF COMMENCEMENT

BASIS OF BEARING

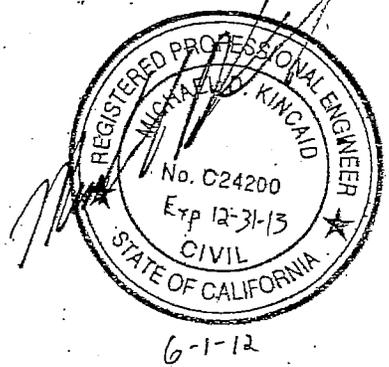
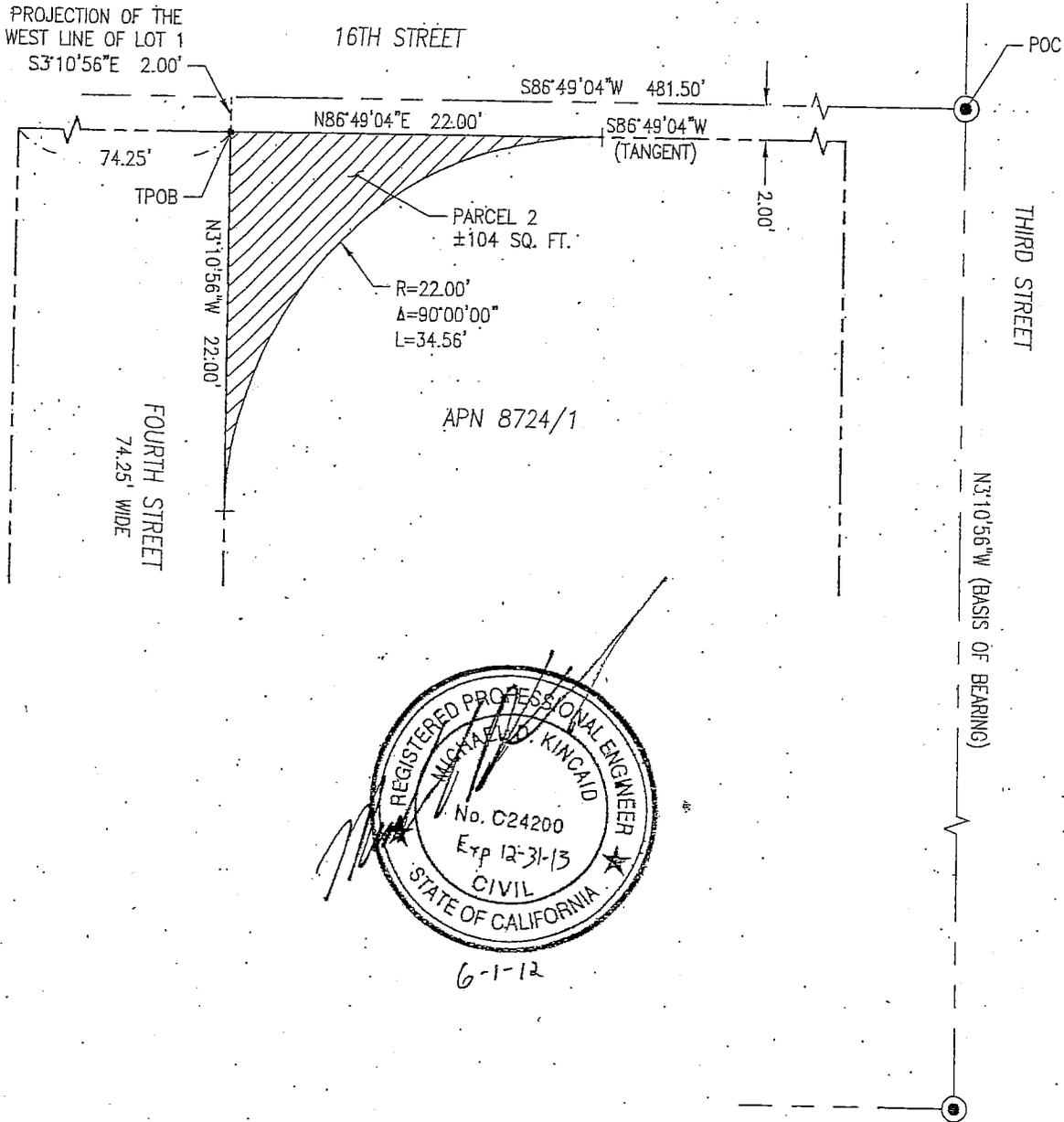
BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



N:\US_Son_Francisco\Projects\Colallus -- MB\12-048 Blocks 36-39 ROW Exhibit\06-CAD\UCSF Item 08-09-11-14\ Item 08-09-11-14\ exhibit A-1 sheet 2.dwg May 31, 2012 - 4:45pm

 <small>GHD Inc. 417 Montgomery Street Suite 700 San Francisco California 94104 USA T 415 235 4570 F 415 233 4980 W www.ghd.com</small>		MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO		REVISION
		DR JS	PLAT TO ACCOMPANY LEGAL DESCRIPTION	
SCALE AS NOTED		THIRD STREET AND FOURTH STREET INTERSECTIONS AT		EXHIBIT NO.
DATE 6/1/12		16TH STREET AND MARIPOSA STREET DEDICATIONS		A-1
338		(PARCEL 1)		

N:\US_Son Fr... \Projects\Catellus - MB\12-048 Blocks 36-39 ROW Exhibits\06-CAD\UCSF Item 08-09-11-14\ Item 06-09-11-14 exhibit A-1 sheets J-4.dwg May 31, 2012 - 5:36pm

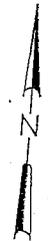


LEGEND

- LOT LINE, RIGHT-OF-WAY
- MONUMENT LINE
- DEDICATION BOUNDARY
- DEDICATION AREA
- FOUND MONUMENT
- TRUE POINT OF BEGINNING
- POINT OF COMMENCEMENT

BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



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W www.ghd.com



MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO

DR JS
SCALE AS NOTED
DATE 6/1/12

PLAT TO ACCOMPANY LEGAL DESCRIPTION
THIRD STREET AND FOURTH STREET INTERSECTIONS AT
16TH STREET AND MARIPOSA STREET DEDICATIONS
(PARCEL 2)

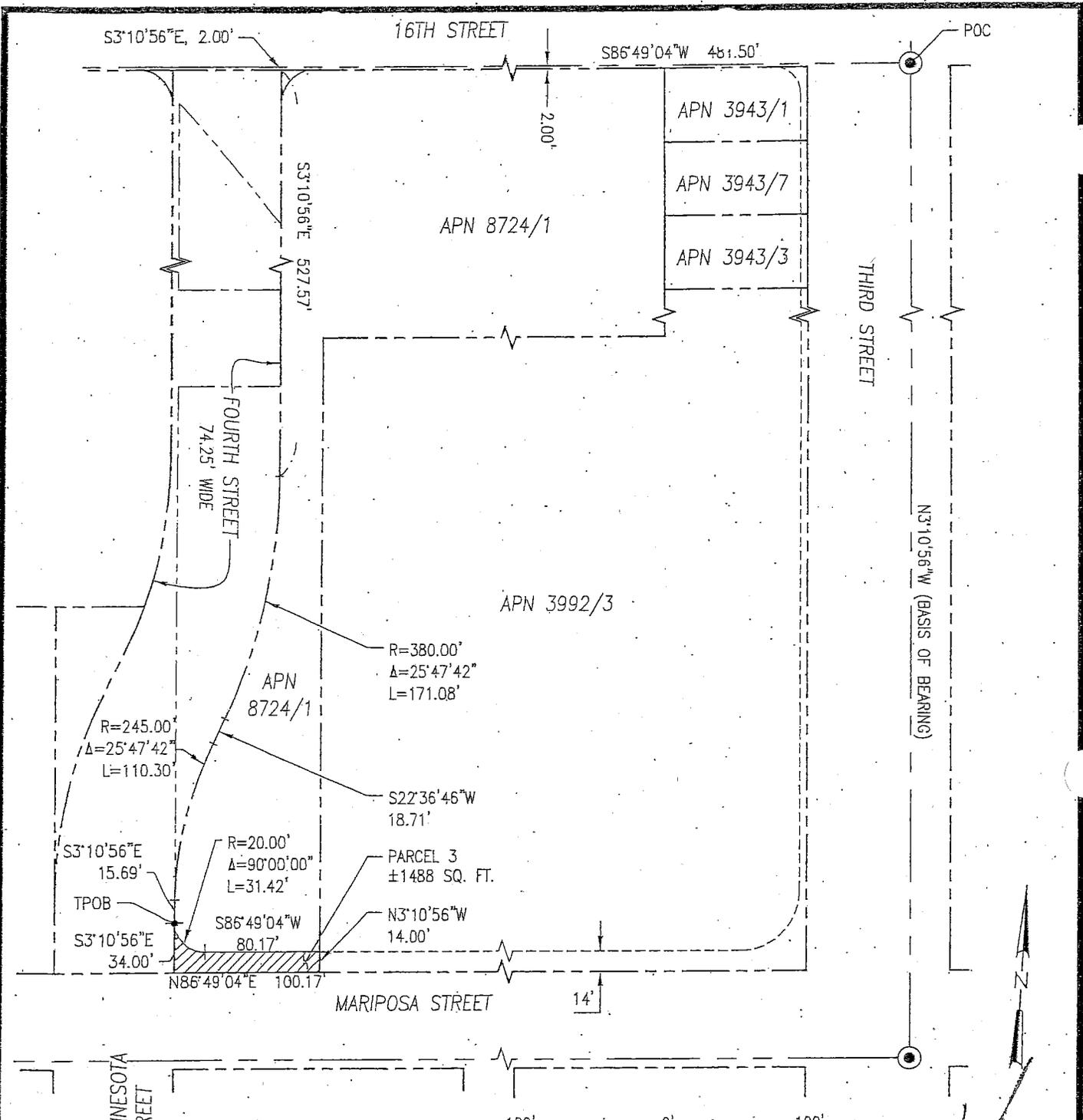
REVISION

SHEET 3 OF 4

EXHIBIT NO.

A-1

N:\US\San Francisco\Projects\Colielus - MB\12-04B Blocks 36-39 ROW Exhibits\06-CAD\UCSF Item 08-09-11-14\Item 08-09-11-14 exhibit A-1 sheets 3-4.dwg Jun 03, 2012 - 4:57pm

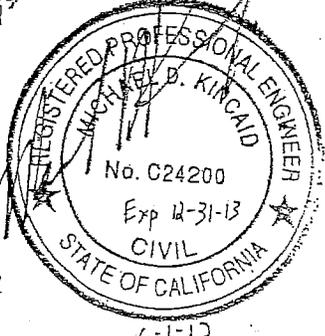
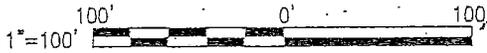


LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- FUTURE DEDICATION LINE
- MONUMENT LINE
- DEDICATION BOUNDARY
- DEDICATION AREA
- FOUND MONUMENT
- TPOB
- POC

BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



 GHD Inc. 417 Montgomery Street, Suite 700 San Francisco, California 94104 USA T: 415 263 4970 F: 415 285 4980 www.ghd.com		MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO		REVISION
		DR JS	PLAT TO ACCOMPANY LEGAL DESCRIPTION	
SCALE AS NOTED		THIRD STREET AND FOURTH STREET INTERSECTIONS AT		EXHIBIT NO.
DATE 6/1/12		16TH STREET AND MARIPOSA STREET DEDICATIONS		A-1
		(PARCEL 3)		

RECORDING REQUESTED BY:
City and County of San Francisco

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

Documentary Transfer Tax is Zero;
No fee for recording pursuant to
Government Code § 27383

APN: Block 8723, Lot 008

Space above this line for Recorder's Use

OFFER OF DEDICATION
(Owens Street — Street Widening Dedication)

PAC Operating Limited Partnership, a Delaware limited partnership, formerly known as Catellus Operating Limited Partnership, hereby irrevocably offers to dedicate, in fee title, to the City and County of San Francisco, a municipal corporation (the "City"), and its successors and assigns, for street, roadway and public utility purposes, any and all right, title and interest in the real property situated in the City and County of San Francisco, State of California, as described in **Exhibit A** (Legal Description) and depicted on **Exhibit A-1** (Plat Map) attached hereto and made a part hereof.

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

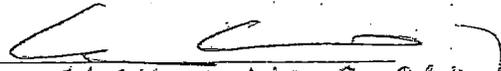
The provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, assigns and personal representatives of the respective parties hereto.

(Signatures on following pages)

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this 1st
day of June, 2012.

PAC OPERATING LIMITED PARTNERSHIP,
a Delaware limited partnership, formerly known as Catellus Operating Limited Partnership

By: Palmtree Acquisition Corporation,
a Delaware corporation,
its General Partner

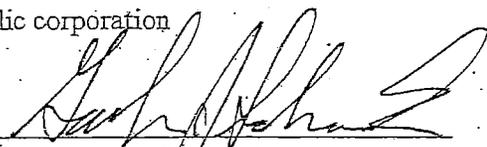
By: 
Name: CHRISTIANNE C CHEN
Its: SVP

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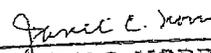
Consent to Offer of Dedication

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a public corporation, (i) as the Tenant under that certain Mission Bay South Ground Lease dated January 1, 2006, a memorandum of which was recorded on February 15, 2006, as Document No. 2006-I126965 in the Official Records of the City and County of San Francisco, as amended by that certain First Amendment to Mission Bay South Ground Lease dated as of December 15, 2011, a memorandum of which was recorded on December 29, 2011 as Document #2011J326145 in the Official Records of the City and County of San Francisco, and (ii) as the Optionee under that certain Mission Bay South Option Agreement and Grant of Purchase Option dated January 1, 2006, as amended, a memorandum of which was recorded on February 15, 2006, as Document No. 2006-I126966 in the Official Records of the City and County of San Francisco, as amended by that certain First Amendment to Mission Bay South Memorandum of Lease, Memorandum of Purchase Option, and Performance Deed of Trust; with Substitution of Trustee and Deed of Partial Reconveyance recorded December 29, 2011 as Document No. 2011J326145 in the Official Records of the City and County of San Francisco, hereby consents to the above Offer of Dedication from PAC Operating Limited Partnership, a Delaware limited partnership, to the City and County of San Francisco, a municipal corporation.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
a public corporation

By: 
Name: Gordon J. Schanck
Title: Director of Real Estate

APPROVED AS TO FORM

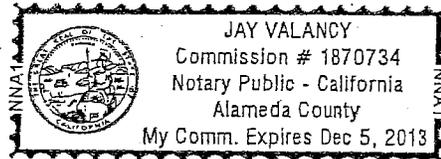

JANET C. NORRIS
UNIVERSITY COUNSEL OF THE REGENTS
OF THE UNIVERSITY OF CALIFORNIA

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN FRANCISCO)

On JUNE 8, 2012, before me, JAY VALANCY, a Notary Public, personally appeared GORDON J. SCHANCK, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Notary Public

(Seal)

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN FRANCISCO)

On _____, before me, _____, a 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.

Signature _____
Notary Public

(Seal)

STATE OF CALIFORNIA

)
)ss

COUNTY OF SAN FRANCISCO

)

On June 1, 2012, before me, Lisa Connolly, a Notary Public, personally appeared Christianne C Chen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Lisa Connolly
Notary Public



(Seal)

STATE OF CALIFORNIA

)
)ss

COUNTY OF SAN FRANCISCO

)

On _____, before me, _____, a 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.

Signature _____
Notary Public

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 8, BLOCK 8723, AS SAID LOT AND BLOCK ARE DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED ON JUNE 30, 2005 AS DOCUMENT NO. 2005 H982318, IN REEL 1922, AT IMAGE 683, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE ALONG THE WEST LINE OF SAID LOT 8, NORTH 03°10'56" WEST 592.84 FEET, TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE LEAVING SAID WEST LINE OF LOT 8, SOUTH 14°10'56" EAST 83.85 FEET; THENCE SOUTH 03°10'56" EAST ALONG A LINE LYING PARALLEL AND 16.00 FEET DISTANT FROM SAID WEST LINE OF LOT 8, 510.53 FEET, TO THE SOUTH LINE OF SAID LOT 8, BLOCK 8723; THENCE ALONG SAID SOUTH LINE SOUTH 86°49'04" WEST 16.00 FEET, TO THE POINT OF BEGINNING.

COMPRISING 8,827 SQUARE FEET, MORE OR LESS.

PARCEL 2

COMMENCING AT POINT "A", HEREIN ABOVE DESCRIBED; THENCE ALONG THE WEST LINE OF SAID LOT 8, NORTH 03°10'56" WEST 6.43 FEET, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE OF LOT 8, NORTH 03°10'56" WEST 16.79 FEET, TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE ALONG THE NORTH LINE OF SAID LOT 8 NORTH 86°49'04" EAST 40.95 FEET, TO A POINT OF CUSP; THENCE LEAVING SAID NORTH LINE OF LOT 8, FROM A TANGENT BEARING OF SOUTH 86°49'04" WEST, WESTERLY ALONG A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 154.02 FEET, THROUGH A SUBTENDED ARC OF 9°50'15" A DISTANCE OF 26.44 FEET, TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUING WESTERLY ALONG A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 18.00 FEET, THROUGH A SUBTENDED ARC OF 69°53'14" A DISTANCE OF 21.96 FEET, TO THE TRUE POINT OF BEGINNING.

COMPRISING 114 SQUARE FEET, MORE OR LESS.

ALL BEARINGS HEREINABOVE MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "MAP OF MISSION BAY", RECORDED JULY 19, 1999 IN BOOK Z, OF MAPS, AT PAGES 97-119, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

PREPARED BY:

F3 & Associates, Inc.



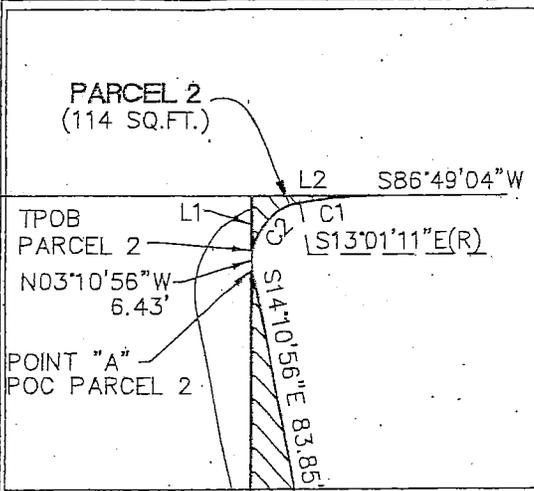
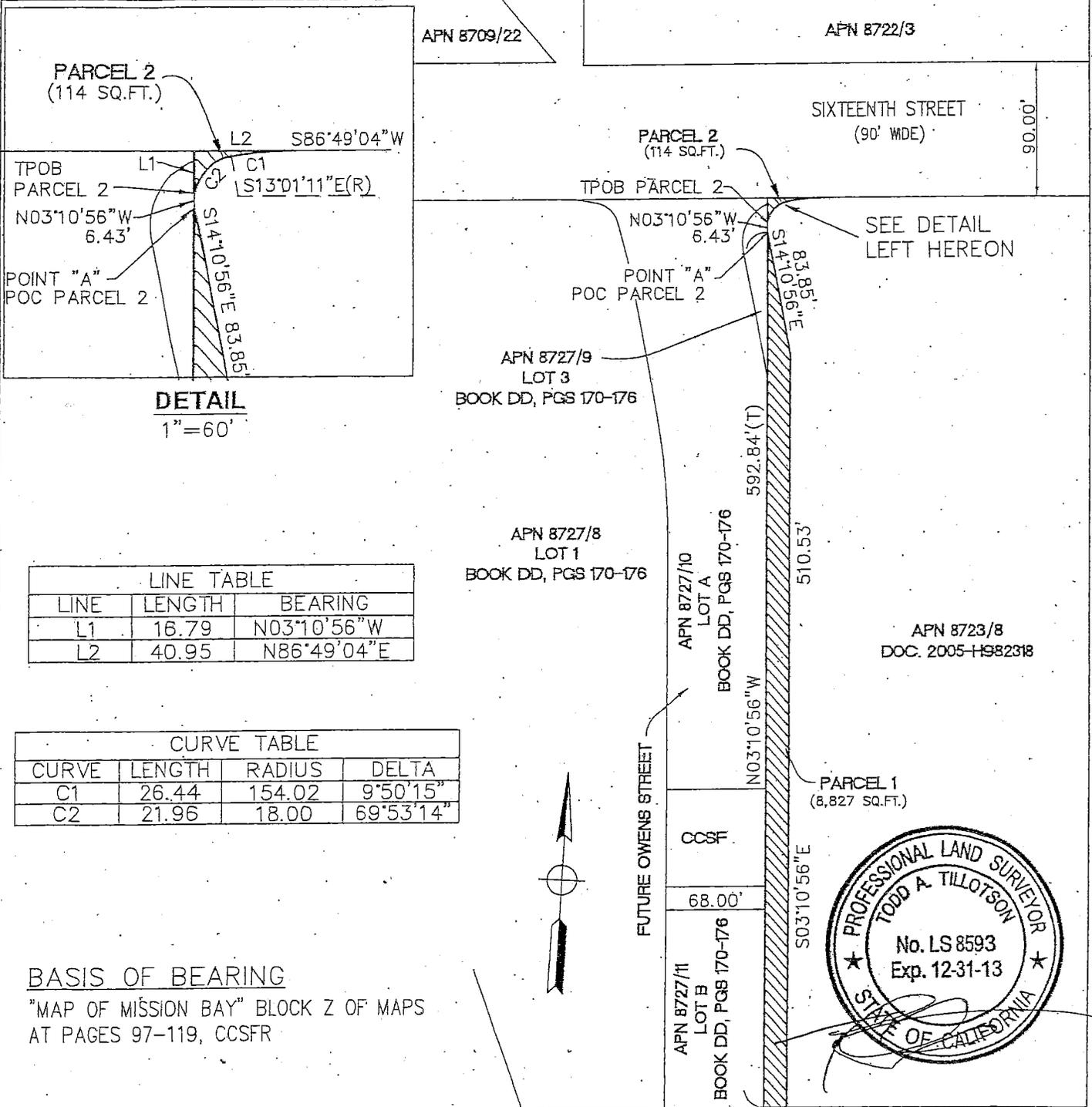
TODD TILLOTSON, PLS 8593
LICENSE EXPIRES 12/31/2013



DATE: 5/30/12

APN 8709/22

APN 8722/3



DETAIL
1"=60'

LINE TABLE		
LINE	LENGTH	BEARING
L1	16.79	N03°10'56"W
L2	40.95	N86°49'04"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	26.44	154.02	9°50'15"
C2	21.96	18.00	69°53'14"

BASIS OF BEARING
 "MAP OF MISSION BAY" BLOCK Z OF MAPS
 AT PAGES 97-119, CCSFR

LEGEND

- DEDICATION LINE
- LOT LINE,
- RIGHT-OF-WAY LINE
- DEDICATION AREA
- TPOB
TRUE POINT OF BEGINNING
- POC
POINT OF COMMENCEMENT
- (T)
TOTAL
- (R)
RADIAL BEARING



CITY AND COUNTY OF SAN FRANCISCO		
EXHIBIT A-1		
PLAT TO ACCOMPANY LEGAL DESCRIPTION, DEDICATION FOR STREET RIGHT-OF-WAY PORTION DOC. 2005 H982318		
SCALE: 1in = 100ft.	DATE: 5/30/2012	
DRAWN BY: STAFF	AREA 8,941 SQ. FT.	SHEET NO. 1 OF 1

F3 & Associates, Inc.
 Land Surveying
 701 East H. Street, Benicia, CA 94510
 Phone (707) 748-4300 Fax (707) 361-9521

JOB NO. 348

RECORDING REQUESTED BY:
City and County of San Francisco

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

Documentary Transfer Tax is Zero;
No fee for recording pursuant to
Government Code § 27383

APN: Block 8723, Lot 008

Space above this line for Recorder's Use

OFFER OF DEDICATION
(Fourth Street and Sixteenth Street — Turning Radius Dedication)

PAC Operating Limited Partnership, a Delaware limited partnership, formerly known as Catellus Operating Limited Partnership, being the fee title owner of record of the herein described property, hereby irrevocably offers to dedicate, in fee title, to the City and County of San Francisco, a municipal corporation (the "City"), and its successors and assigns, for street, roadway and public utility purposes, any and all right, title and interest in the real property situated in the City and County of San Francisco, State of California, as described in **Exhibit A** (Legal Description) and shown on **Exhibit A-1** (Plat Map) attached hereto and made a part hereof.

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

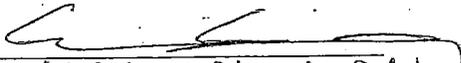
The provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, assigns and personal representatives of the respective parties hereto.

(Signatures on following pages)

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this 1ST
day of JUNE, 2012.

PAC OPERATING LIMITED PARTNERSHIP,
a Delaware limited partnership, formerly known as Catellus Operating Limited Partnership

By: Palmtree Acquisition Corporation,
a Delaware corporation,
its General Partner

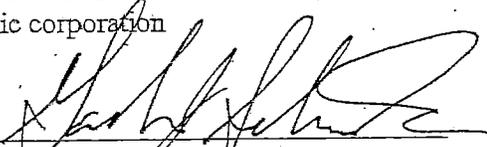
By: 
Name: CHRISTIANNE C CHIEN
Its: SVP

[remainder of page intentionally left blank]

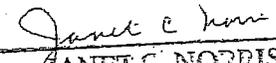
Consent to Offer of Dedication

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a public corporation, (i) as the Tenant under that certain Mission Bay South Ground Lease dated January 1, 2006, a memorandum of which was recorded on February 15, 2006, as Document No. 2006-I126965 in the Official Records of the City and County of San Francisco, as amended by that certain First Amendment to Mission Bay South Ground Lease dated as of December 15, 2011, a memorandum of which was recorded on December 29, 2011 as Document #2011J326145 in the Official Records of the City and County of San Francisco, and (ii) as the Optionee under that certain Mission Bay South Option Agreement and Grant of Purchase Option dated January 1, 2006, as amended, a memorandum of which was recorded on February 15, 2006, as Document No. 2006-I126966 in the Official Records of the City and County of San Francisco, as amended by that certain First Amendment to Mission Bay South Memorandum of Lease, Memorandum of Purchase Option, and Performance Deed of Trust, with Substitution of Trustee and Deed of Partial Reconveyance recorded December 29, 2011 as Document No. 2011J326145 in the Official Records of the City and County of San Francisco, hereby consents to the above Offer of Dedication from PAC Operating Limited Partnership, a Delaware limited partnership, to the City and County of San Francisco, a municipal corporation.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
a public corporation

By: 
Name: Gordon J. Schanck
Title: Director of Real Estate

APPROVED AS TO FORM

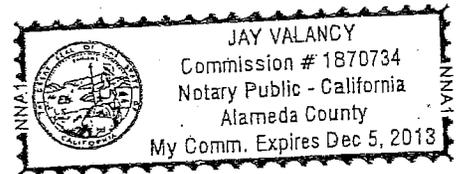

JANET C. NORRIS
UNIVERSITY COUNCIL OF THE REGENTS
OF THE UNIVERSITY OF CALIFORNIA

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN FRANCISCO)

On JUNE 8, 2012, before me, JAY VALANCY, a Notary Public; personally appeared GORDON J. SCHANCK, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Notary Public

(Seal)

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN FRANCISCO)

On _____, before me, _____, a 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.

Signature _____
Notary Public

(Seal)

STATE OF CALIFORNIA

)

)ss

COUNTY OF SAN FRANCISCO

)

On June 1, 2012, before me, Lisa Connolly, a Notary Public, personally appeared Christianne C Chen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Lisa Connolly
Notary Public



STATE OF CALIFORNIA

)

)ss

COUNTY OF SAN FRANCISCO

)

On _____, before me, _____, a 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.

Signature _____
Notary Public

(Seal)



EXHIBIT "A"
LEGAL DESCRIPTION
(STREET DEDICATION)

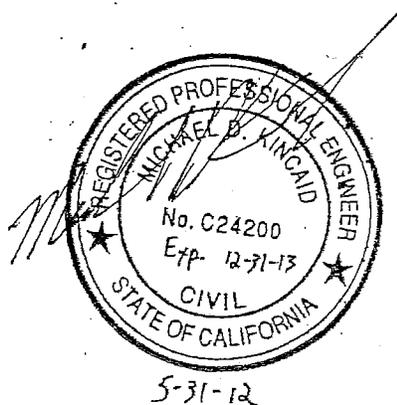
ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 8 IN BLOCK 8723 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JUNE 30, 2005 AS DOCUMENT NO. 2005-H982318 IN REEL I922, IMAGE 683, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH 86°49'04" WEST, 555.75 FEET TO THE INTERSECTION WITH THE PROJECTION OF THE EAST LOT LINE OF SAID LOT 8 IN BLOCK 8723; THENCE SOUTH 3°10'56" EAST, 2.00 FEET ALONG SAID PROJECTION OF LOT 8 TO THE NORTHEAST CORNER OF SAID LOT 8 IN BLOCK 8723, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 86° 49' 04" WEST, 22.00 FEET ALONG THE NORTH LINE OF SAID LOT 8 TO A POINT OF CUSP OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 22.00 FEET; THENCE LEAVING SAID NORTH LINE OF LOT 8 ALONG SAID CURVE FROM A TANGENT BEARING OF NORTH 86° 49' 04" EAST, THROUGH A SUBTENDED ARC OF 90° 00' 00", A DISTANCE OF 34.56 FEET TO THE EAST LINE OF SAID LOT 8; THENCE NORTH 3° 10' 56" WEST, 22.00 FEET ALONG SAID EAST LINE OF LOT 8 TO THE TRUE POINT OF BEGINNING.

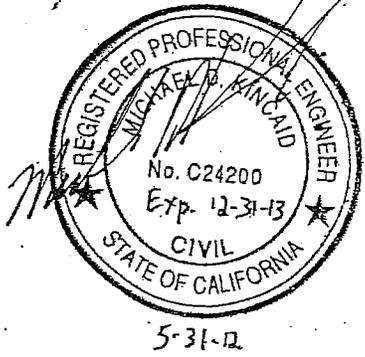
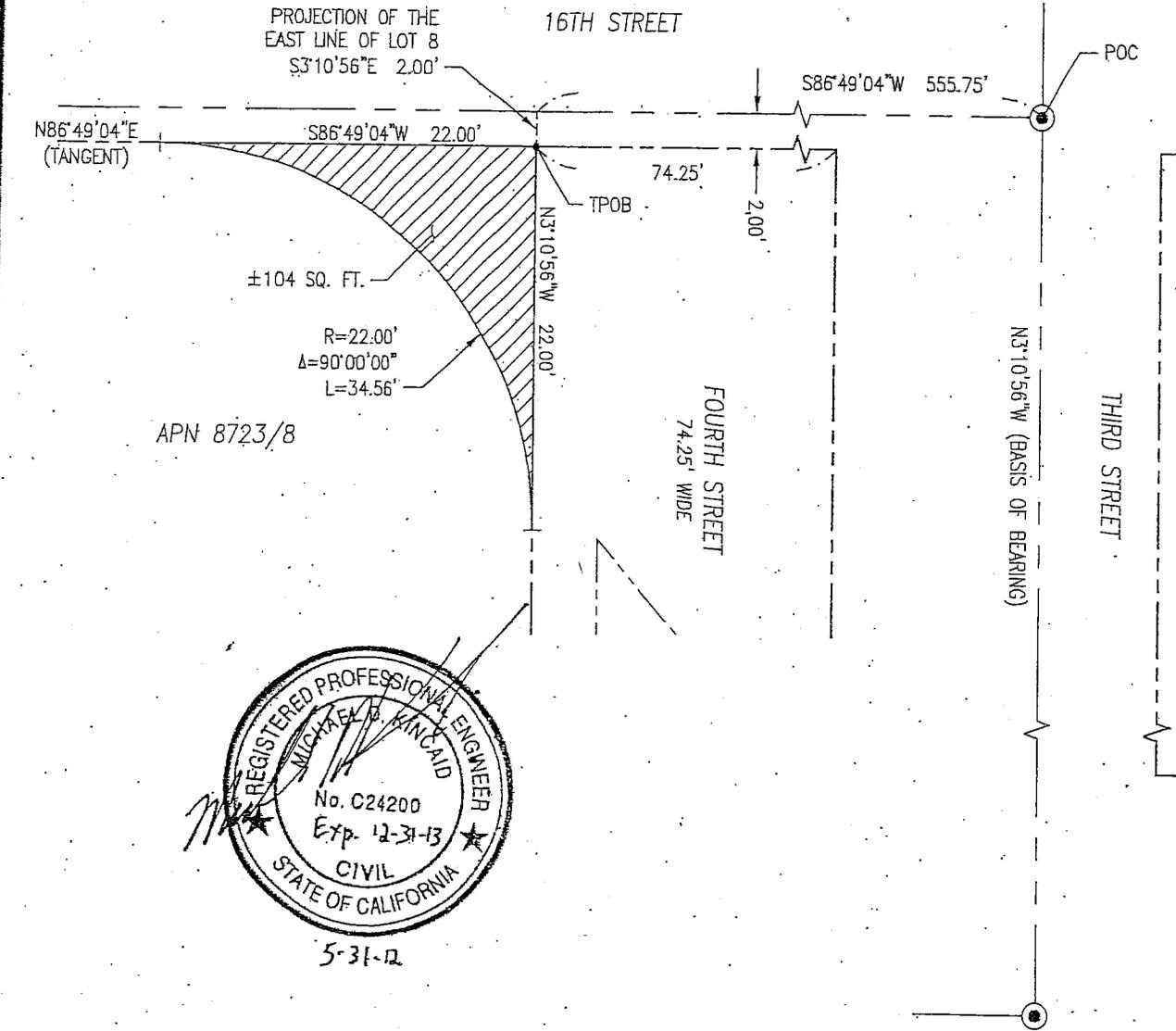
COMPRISING 104 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION

This description and its accompanying plat were prepared by GHD Inc.



N:\US\San Fran. \projects\Cotellus - MB\12-048 Blocks 36-39 ROW Exhibit\06-CAD\UCSF Item 12\ Item 12 exhibit A-1 May 31, 2012 - 10:31am



LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- MONUMENT LINE
- DEDICATION BOUNDARY
- DEDICATION AREA
- FOUND MONUMENT
- TPOB
- POC
- TRUE POINT OF BEGINNING
- POINT OF COMMENCEMENT

BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING.
 $N3^{\circ}10'56''W$ ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



 GHD Inc. 417 Montgomery Street Suite 700 San Francisco California 94104 USA T 1 415 223 4970 F 1 415 223 4980 W www.ghd.com		MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO		REVISION
		DR JS	PLAT TO ACCOMPANY LEGAL DESCRIPTION FOURTH STREET INTERSECTION AT 16TH STREET DEDICATION	
SCALE AS NOTED		DATE 6/1/12		EXHIBIT NO. A-1

RECORDING REQUESTED BY:
City and County of San Francisco

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

Documentary Transfer Tax is Zero;
No fee for recording pursuant to
Government Code § 27383

APN: Block 8727, Lot 009

Space above this line for Recorder's Use

OFFER OF DEDICATION
(Lot 3)

FOCIL-MB, LLC, a Delaware limited liability company, being the fee title owner of record of the herein described property, hereby irrevocably offers to dedicate, in fee title, to the City and County of San Francisco, a municipal corporation (the "City"), and its successors and assigns, for street, roadway and public utility purposes, any and all right, title and interest in the real property situated in the City and County of San Francisco, State of California, as described in Exhibit A (Legal Description) attached hereto and made a part hereof.

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

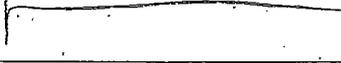
The provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, assigns and personal representatives of the respective parties hereto.

(Signatures on following page.)

IN WITNESS WHEREOF, the undersigned has executed this instrument this 1 day of June, 2012.

GRANTOR: FOCIL-MB, LLC,
a Delaware limited liability company

By: Farallon Capital Management, L.L.C.,
a Delaware limited liability company,
its manager

By: 
Name: Richard B. Fried
Its: Managing Member

STATE OF CALIFORNIA

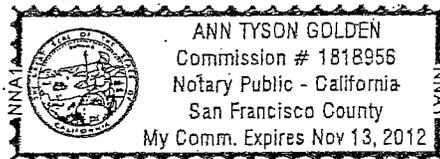
)
)ss
)

COUNTY OF SAN FRANCISCO

On June 1, 2012, before me, Ann Tyson Golden a Notary Public, personally appeared Richard B. Baker who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature *Ann Tyson Golden*
Notary Public

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

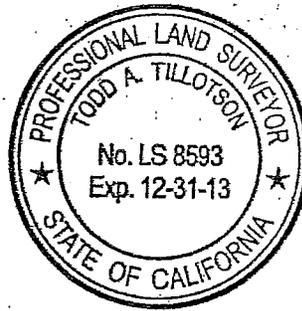
ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING ALL OF LOT 3 AS DESIGNATED AND SHOWN ON THAT CERTAIN MAP ENTITLED "FINAL MAP NO. 5165 MISSION BAY", FILED NOVEMBER 21, 2011, IN BOOK DD OF SURVEY MAPS, AT PAGES 170 THROUGH 176, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER FOR THE CITY AND COUNTY OF SAN FRANCISCO.

PREPARED BY:

FB & Associates, Inc.



TODD TILLOTSON, PLS 8593
LICENSE EXPIRES 12/31/2013



DATE: 5/31/12

RECORDING REQUESTED BY:
City and County of San Francisco

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

Documentary Transfer Tax is Zero;
No fee for recording pursuant to
Government Code § 27383

APN: Block 8711, Lot 007

Space above this line for Recorder's Use

QUITCLAIM DEED

(Third Street and Sixteenth Street — Turning Radius Dedication)

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, The Regents of the University of California, a public corporation, hereby releases, remises and quitclaims to the City and County of San Francisco, a municipal corporation, all rights, titles and interests in and to the real property located in the City and County of San Francisco, State of California, described in Exhibit A (Legal Description) and depicted in Exhibit A-1 (Plat Map) attached hereto and made a part hereof.

This quitclaim is made subject to all covenants, conditions, restrictions, exceptions, easements, rights-of-way, rights-of-access, agreements, reservations, encumbrances, liens and other matters as the same may be of record as of the date hereof; any matters that would be disclosed by a survey, investigation or inquiry; and any general and special real estate taxes and assessments not yet due and payable, if any.

This Quitclaim Deed is provided in connection with, and for the purpose of evidencing the acceptance by Grantee of, that certain Offer of Dedication dated _____, 2012, which was recorded on _____, 20____ as Document No. _____, in Reel _____, Image _____, Official Records of the City and County of San Francisco ("Offer"). Upon Grantee's Acceptance of this Quitclaim Deed and recording hereof, all rights set forth in the Offer are hereby accepted in full by Grantee, and Grantor's obligation as to the Offer is satisfied in all respects.

(Signature on following page.)

IN WITNESS WHEREOF, the undersigned has executed this instrument this 11 day of June, 2012.

GRANTOR:

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, a public corporation

By: Maisha Kellum
Its: _____

Title: Secretary and Chief of Staff to
The Regents of the University of California.

APPROVED AS TO FORM

Janet E. Norris
JANET E. NORRIS
UNIVERSITY COUNCIL OF REGENTS
OF THE UNIVERSITY OF CALIFORNIA

ACKNOWLEDGMENT

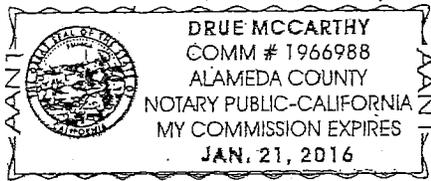
State of California
County of Alameda

On June 11 2012 before me, Drue McCarthy, Notary Public,
(insert name and title of the officer)

personally appeared Mansha Kelman
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Drue McCarthy (Seal)



EXHIBIT "A"
LEGAL DESCRIPTION
(STREET DEDICATION)

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL A AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER 17, 2004 AS DOCUMENT NO. 2004-H871364 IN REEL I786, IMAGE 212, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH 86°49'04" WEST, 71.75 FEET TO THE INTERSECTION WITH THE PROJECTION OF THE WEST LINE OF THIRD STREET; THENCE NORTH 3°10'56" WEST, 88.00 FEET ALONG SAID PROJECTION OF THE WEST LINE OF THIRD STREET TO THE INTERSECTION OF SAID WEST LINE OF THIRD STREET AND THE NORTH LINE OF 16TH STREET; THENCE SOUTH 86° 49' 04" WEST, 5.00 FEET ALONG SAID NORTH LINE OF 16TH STREET TO THE SOUTHEAST CORNER OF SAID PARCEL A, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 86° 49' 04" WEST, 17.00 FEET ALONG SAID NORTH LINE OF 16TH STREET TO A POINT OF CUSP OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 17.00 FEET; THENCE LEAVING SAID NORTH LINE OF 16TH STREET ALONG SAID CURVE FROM A TANGENT BEARING OF NORTH 86° 49' 04" EAST, THROUGH A SUBTENDED ARC OF 90° 00' 00", A DISTANCE OF 26.70 FEET TO THE EAST LINE OF SAID PARCEL A, SAID LINE BEING PARALLEL TO AND PERPENDICULARLY DISTANT 5.00 FEET FROM SAID WEST LINE OF THIRD STREET; THENCE SOUTH 3° 10' 56" EAST, 17.00 FEET, ALONG SAID EAST LINE OF PARCEL A TO THE TRUE POINT OF BEGINNING.

COMPRISING 62 SQUARE FEET, MORE OR LESS.

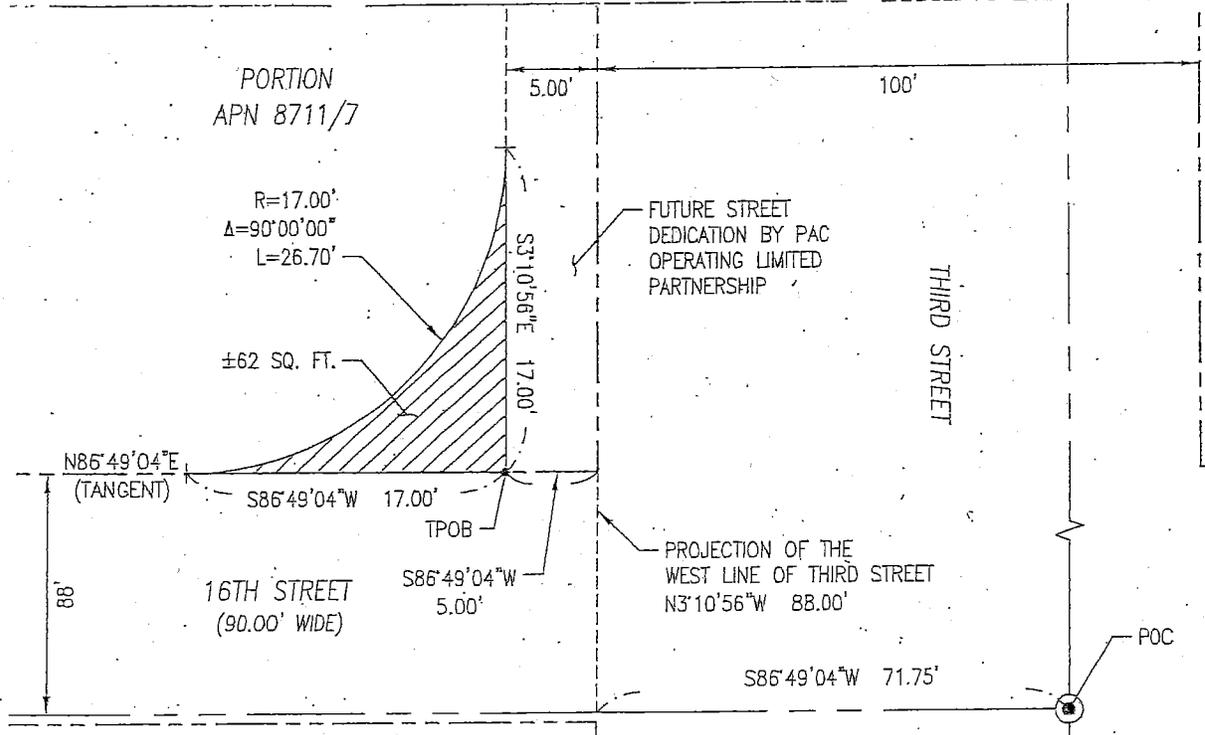
END OF DESCRIPTION

This description and its accompanying plat were prepared by GHD Inc



6-1-12

NC:\US\San Francisco\Projects\Catellus - MB\12-048 Blocks 36-39 ROW Exhibits\06-CAD\UCSF Item 07\ Item 07 exhibit A-1.dwg May 31, 2012 - 4:34pm



APN 3943/1

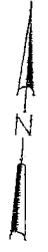


LEGEND

- LOT LINE, RIGHT-OF-WAY
- FUTURE DEDICATION LINE
- MONUMENT LINE
- DEDICATION BOUNDARY
- DEDICATION AREA
- FOUND MONUMENT
- TPOB
- POC
- TRUE POINT OF BEGINNING
- POINT OF COMMENCEMENT

BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56\"/>



GHD Inc.
 417 Montgomery Street Suite 700 San Francisco California 94104 USA
 T 1 415 263 4970 F 1 415 263 4980
 W www.ghd.com



MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO

DR	JS
SCALE	AS NOTED
DATE	6/1/12

PLAT TO ACCOMPANY LEGAL DESCRIPTION
 THIRD STREET INTERSECTION AT 16TH STREET DEDICATION
 FROM UNIVERSITY OF CALIFORNIA, SAN FRANCISCO

REVISION	
SHEET	1 OF 1
DRAWING NO.	A-1

RECORDING REQUESTED BY:
City and County of San Francisco

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

Documentary Transfer Tax is Zero;
No fee for recording pursuant to
Government Code § 27383

APN: Block 3992, Lot 003

Space above this line for Recorder's Use

GRANT DEED

(Third Street and Mariposa Street — Right Turn Lane Dedication)

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, The Regents of the University of California, a public corporation, hereby grants to the City and County of San Francisco, a municipal corporation, the real property located in the City and County of San Francisco, State of California, described in Exhibit A (Legal Description) and depicted on Exhibit A-1 (Plat Map) attached hereto and made a part hereof.

This grant is made subject to all covenants, conditions, restrictions, exceptions, easements, rights-of-way, rights-of-access, agreements, reservations, encumbrances, liens and other matters as the same may be of record as of the date hereof, any matters that would be disclosed by a survey, investigation or inquiry; and any general and special real estate taxes and assessments not yet due and payable, if any.

This Grant Deed is provided in connection with, and for the purpose of evidencing the acceptance by Grantee of, that certain Offer of Dedication dated _____, 2012, which was recorded on _____, 20____ as Document No. _____, in Reel _____, Image _____, Official Records of the City and County of San Francisco ("Offer"). Upon Grantee's Acceptance of this Grant Deed and recording hereof, all rights set forth in the Offer are hereby accepted in full by Grantee, and Grantor's obligation as to the Offer is satisfied in all respects.

(Signature following page.)

IN WITNESS WHEREOF, the undersigned has executed this instrument this 11 day of June, 2012.

GRANTOR:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a public corporation

By: Maisha Kelman

Name: _____

Title: Secretary and Chief of Staff to

The Regents of the University of California

APPROVED AS TO FORM

James C. von
JANET M. NORRIS
UNIVERSITY COUNCIL OF THE REGENTS
OF THE UNIVERSITY OF CALIFORNIA

ACKNOWLEDGMENT

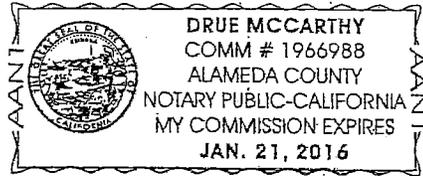
State of California
County of Alameda

On June 11 2012 before me, Drue McCarthy, Notary Public,
(insert name and title of the officer)

personally appeared Marsha Kelman
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Drue McCarthy (Seal)



EXHIBIT "A"
 LEGAL DESCRIPTION
 (STREET DEDICATION)

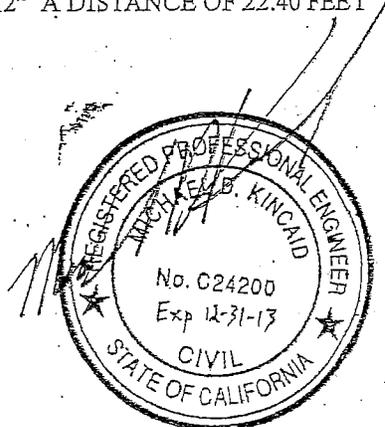
ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 3 IN BLOCK 3992 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JANUARY 5, 2007 AS DOCUMENT NO. 2007-1311357 IN REEL J301, IMAGE 134, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH 86°49'04" WEST, 71.75 FEET TO THE PROJECTION OF THE WEST LINE OF THIRD STREET; THENCE SOUTH 3°10'56" EAST, 2.00 FEET ALONG SAID PROJECTION OF THE WEST LINE OF THIRD STREET TO THE INTERSECTION OF THE WEST LINE OF THIRD STREET AND THE SOUTH LINE OF 16TH STREET; THENCE SOUTH 3°10'56" EAST, 652.08 FEET ALONG SAID WEST LINE OF THIRD STREET; THENCE SOUTH 86°49'04" WEST, 5.00 FEET LEAVING SAID WEST LINE OF THIRD STREET TO A POINT ON THE LINE THAT IS PARALLELL TO AND PERPENDICULARLY DISTANT 5.00 FEET FROM THE EAST LINE OF SAID LOT 3 IN BLOCK 3992, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 3°10'56" EAST, 160.00 FEET ALONG SAID PARALELL LINE TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE LEAVING SAID PARALLEL LINE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEEDING COURSE THROUGH A SUBTENDED ARC OF 90° 00' 00", A DISTANCE OF 62.83 FEET TO A POINT ON THE LINE THAT IS PARALLEL TO AND PERPENDICULARLY DISTANT 14.00 FEET FROM THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3992, SAID SOUTH LINE OF LOT 3 IN BLOCK 3992 ALSO BEING THE NORTH LINE OF MARIPOSA STREET; THENCE SOUTH 86°49'04" WEST, 1.00 FEET ALONG SAID PARALLEL LINE TO A POINT OF CUSP OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE LEAVING SAID PARALLEL LINE ALONG SAID CURVE FROM A TANGENT BEARING OF NORTH 86°49'04" EAST, THROUGH A SUBTENDED ARC OF 90° 00' 00", A DISTANCE OF 47.12 FEET TO A POINT ON THE LINE THAT IS PARALLEL TO AND PERPENDICULARLY DISTANT 16.00 FEET FROM THE EAST LINE OF SAID LOT 3 IN BLOCK 3992; THENCE NORTH 3°10'56" WEST 115.00 FEET, ALONG SAID PARALLELL LINE TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 86.25 FEET; THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEEDING COURSE THROUGH A SUBTENDED ARC OF 22°37'12" A DISTANCE OF 34.05 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 56.75 FEET; THENCE ALONG SAID CURVE FROM A TANGENT BEARING OF NORTH 19° 26' 16" EAST, THROUGH A SUBTENDED ARC OF 22°37'12" A DISTANCE OF 22.40 FEET TO THE TRUE POINT OF BEGINNING.

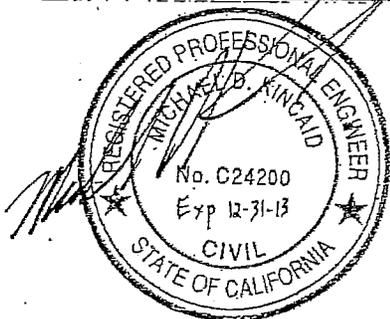
COMPRISING 1769 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION

This description and its accompanying plat were prepared by GHD Inc.



6-1-12



6-1-12

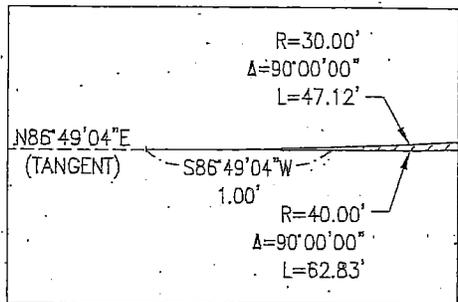
LEGEND

- LOT LINE, RIGHT-OF-WAY
- FUTURE DEDICATION LINE
- MONUMENT LINE
- DEDICATION BOUNDARY
- DEDICATION AREA
- FOUND MONUMENT
- TPOB
- POC
- TRUE POINT OF BEGINNING
- POINT OF COMMENCEMENT

BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.

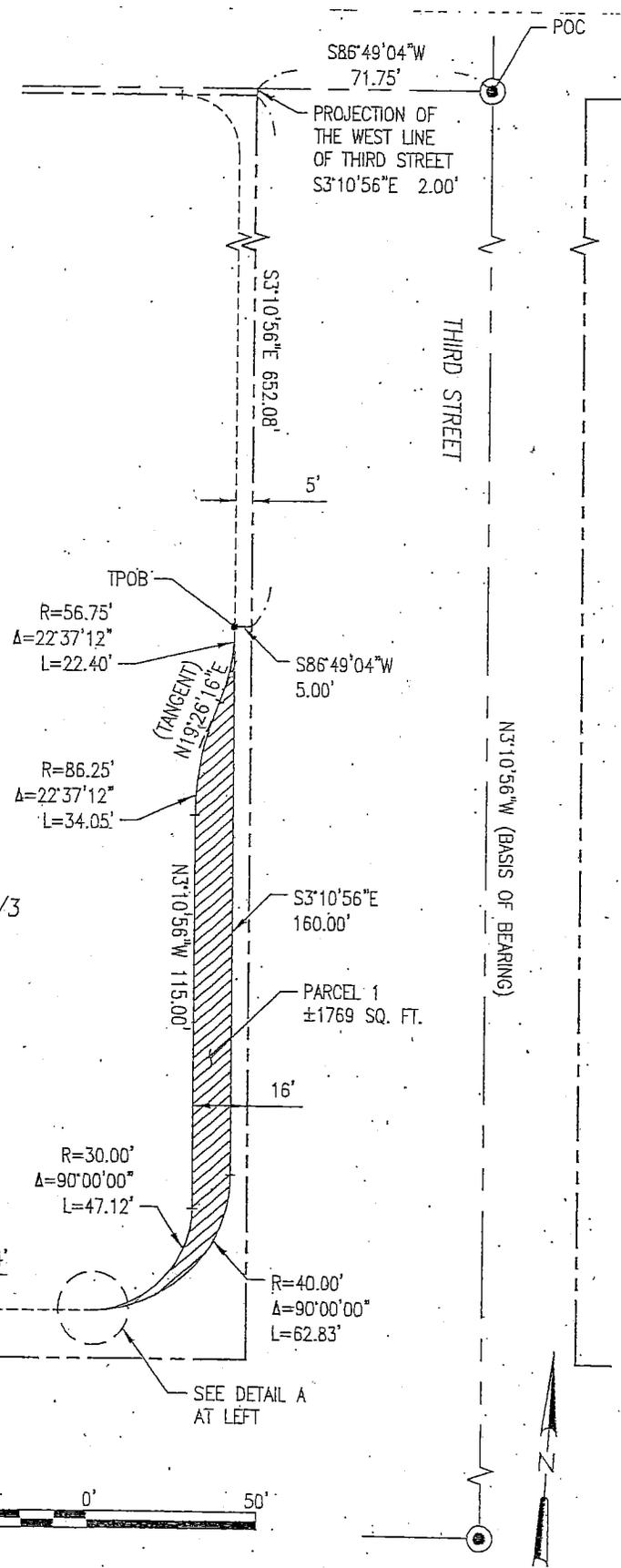
APN 3992/3



DETAIL A

1"=1'

MARIPOSA STREET



N:\US\San Francisco\Projects\Catellus - MB\12-048 Blocks 36-39 ROW Exhibits\06-CAD\UCSF Item 10\ Item 10 exhibit A-1.dwg May 31, 2012 - 4:46pm



GHD Inc.
 417 Montgomery Street Suite 700 San Francisco California 94104 USA
 T 415 223 4870 F 415 223 4980
 W www.ghd.com



MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO

DR	JS
SCALE	AS NOTED
DATE	6/1/12

PLAT TO ACCOMPANY LEGAL DESCRIPTION
 THIRD STREET AND MARIPOSA STREET DEDICATIONS
 FROM UNIVERSITY OF CALIFORNIA, SAN FRANCISCO

REVISION

SHEET 3 OF 1

EXHIBIT NO.

A-1

RECORDING REQUESTED BY:
City and County of San Francisco

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

Documentary Transfer Tax is Zero;
No fee for recording pursuant to
Government Code § 27383

APN: Block 3943, Lot 001, 003 and 007
Block 8724, Lot 001
Block 3992, Lot 003

Space above this line for Recorder's Use

GRANT DEED

(Mariposa Street, Third Street, Fourth Street and Sixteenth Street — Street Widening and Turning Radius Dedications)

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, The Regents of the University of California, a public corporation, hereby grants to the City and County of San Francisco, a municipal corporation, the real property located in the City and County of San Francisco, State of California, described in **Exhibit A** (Legal Description) and depicted on **Exhibit A-1** (Plat Map) attached hereto and made a part hereof.

This grant is made subject to all covenants, conditions, restrictions, exceptions, easements, rights-of-way, rights-of-access, agreements, reservations, encumbrances, liens and other matters as the same may be of record as of the date hereof; any matters that would be disclosed by a survey, investigation or inquiry; and any general and special real estate taxes and assessments not yet due and payable, if any.

This Grant Deed is provided in connection with, and for the purpose of evidencing the acceptance by Grantee of, that certain Offer of Dedication dated _____, 2012, which was recorded on _____, 20____ as Document No. _____, in Reel _____, Image _____, Official Records of the City and County of San Francisco ("Offer"). Upon Grantee's Acceptance of this Grant Deed and recording hereof, all rights set forth in the Offer are hereby accepted in full by Grantee, and Grantor's obligation as to the Offer is satisfied in all respects.

(Signature following page.)

IN WITNESS WHEREOF, the undersigned has executed this instrument this 11 day of June, 2012.

GRANTOR:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a public corporation

By: Maisha Kelman

Name: _____

Title: Secretary and Chief of Staff to
The Regents of the University of California

APPROVED AS TO FORM

Janet C. Morris
JANET MORRIS
UNIVERSITY COUNCIL OF REGENTS
OF THE UNIVERSITY OF CALIFORNIA

ACKNOWLEDGMENT

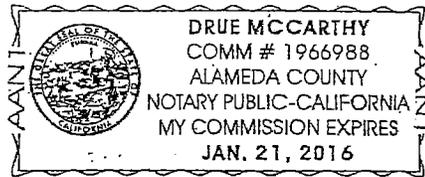
State of California
County of Alameda

On June 11 2012 before me, Drue McCarthy, Notary Public,
(insert name and title of the officer)

personally appeared Marsha Kelman
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which, the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Drue McCarthy (Seal)



EXHIBIT "A"
LEGAL DESCRIPTION
(STREET DEDICATION)

PARCEL 1

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING PORTIONS OF LOT 1 IN BLOCK 3943, LOT 7 IN BLOCK 3943, AND LOT 3 IN BLOCK 3943 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER 19, 2005 AS DOCUMENT NO. 2005-1093674 IN REEL J039, IMAGE 521, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO; AND LOT 3 IN BLOCK 3992 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JANUARY 5, 2007 AS DOCUMENT NO. 2007-1311357 IN REEL J301, IMAGE 134, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH $86^{\circ}49'04''$ WEST, 71.75 FEET TO THE PROJECTION OF THE WEST LINE OF THIRD STREET; THENCE SOUTH $3^{\circ}10'56''$ EAST, 2.00 FEET ALONG SAID PROJECTION OF THE WEST LINE OF THIRD STREET TO A POINT AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 1 IN BLOCK 3943 AND THE WEST LINE OF THIRD STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH $3^{\circ}10'56''$ EAST, 866.08 FEET ALONG THE WEST LINE OF THIRD STREET TO THE SOUTHEAST CORNER OF SAID LOT 3 IN BLOCK 3992; THENCE SOUTH $86^{\circ}49'04''$ WEST, 380.00 FEET ALONG THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3992 TO THE SOUTHWEST CORNER OF SAID LOT 3 IN BLOCK 3992; THENCE NORTH $3^{\circ}10'56''$ WEST, 14.00 FEET ALONG THE WEST LINE OF SAID LOT 3 IN BLOCK 3992 TO THE INTERSECTION WITH A LINE PARALLEL TO AND PERPENDICULARLY DISTANT 14.00 FEET FROM SAID SOUTH LINE OF LOT 3 IN BLOCK 3992; THENCE NORTH $86^{\circ}49'04''$ EAST, 335.00 FEET ALONG SAID PARALLEL LINE TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE THROUGH A SUBTENDED ARC OF $90^{\circ}00'00''$, A DISTANCE OF 62.83 FEET TO A POINT ON THE LINE THAT IS PARALLEL TO AND PERPENDICULARLY DISTANT 5.00 FEET FROM SAID WEST LINE OF THIRD STREET; THENCE NORTH $3^{\circ}10'56''$ WEST, 795.08 FEET ALONG SAID PARALLEL LINE TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 17.00 FEET; THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE, THROUGH A SUBTENDED ARC OF $90^{\circ}00'00''$ A DISTANCE OF 26.70 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 IN BLOCK 3943; THENCE NORTH $86^{\circ}49'04''$ EAST, 22.00 FEET ALONG SAID NORTH LINE TO THE TRUE POINT OF BEGINNING.

COMPRISING 9986 SQUARE FEET, MORE OR LESS.

PARCEL 2

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 1 IN BLOCK 8724 AS SHOWN OF THAT CERTAIN MAP ENTITLED "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS AT PAGE 117 OF PAGES 97 THOUGH 119 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH $86^{\circ}49'04''$ WEST, 481.50 FEET TO THE PROJECTION OF THE WEST LINE OF SAID LOT 1; THENCE ALONG SAID PROJECTION OF THE WEST LINE OF SAID LOT 1 SOUTH $3^{\circ}10'56''$ EAST, 2.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 8724, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH $86^{\circ}49'04''$ EAST, 22.00 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO A POINT OF CUSP OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 22.00 FEET; THENCE LEAVING SAID NORTH LINE OF LOT 1 ALONG SAID CURVE FROM A TANGENT BEARING OF SOUTH $86^{\circ}49'04''$ WEST, THROUGH A SUBTENDED ARC OF $90^{\circ}00'00''$, A DISTANCE OF 34.56 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE NORTH $3^{\circ}10'56''$ WEST, 22.00 FEET ALONG SAID WEST LINE OF SAID LOT 1 TO THE TRUE POINT OF BEGINNING.

COMPRISING 104 SQUARE FEET, MORE OR LESS.

PARCEL 3

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 1 IN BLOCK 8724 AS SHOWN OF THAT CERTAIN MAP ENTITLED "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS AT PAGE 117 OF PAGES 97 THROUGH 119 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH $86^{\circ}49'04''$ WEST, 481.50 FEET TO THE INTERSECTION WITH THE PROJECTION OF THE WEST LINE OF SAID LOT 1; THENCE SOUTH $3^{\circ}10'56''$ EAST, 2.00 FEET ALONG SAID PROJECTION OF THE WEST LINE OF LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 8724; THENCE ALONG THE WEST LINE OF SAID LOT 1 FOR THE FOLLOWING FIVE (5) ARCS, COURSES AND DISTANCES: (1) SOUTH $3^{\circ}10'56''$ EAST, 527.57 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 380.00 FEET; (2) THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE, THROUGH A SUBTENDED ARC OF $25^{\circ}47'42''$ A DISTANCE OF 171.08 FEET; (3) THENCE SOUTH $22^{\circ}36'46''$ WEST, 18.71 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 245.00 FEET; (4) THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE, THROUGH A SUBTENDED ARC OF $25^{\circ}47'42''$ A DISTANCE OF 110.30 FEET; (5) THENCE SOUTH $3^{\circ}10'56''$ EAST, 15.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $3^{\circ}10'56''$ EAST, 34.00 FEET CONTINUING ALONG SAID WEST LINE OF LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH $86^{\circ}49'04''$ EAST, 100.17 FEET ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH $3^{\circ}10'56''$ WEST, 14.00 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE INTERSECTION WITH A LINE PARALLEL TO AND PERPENDICULARLY DISTANT 14.00 FEET FROM SAID SOUTH LINE OF LOT 1; THENCE SOUTH $86^{\circ}49'04''$ WEST, 80.17 FEET ALONG SAID PARALLEL LINE TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET;

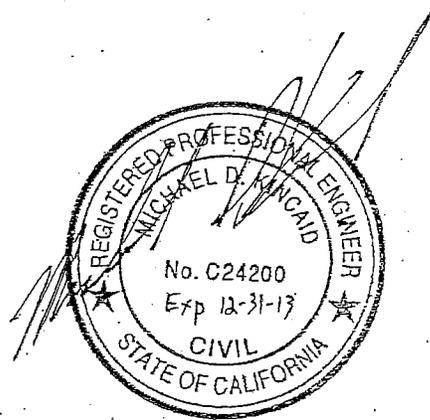


THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE, THROUGH A SUBTENDED ARC OF 90°00'00" A DISTANCE OF 31.42 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 1488 SQUARE FEET, MORE OR LESS.

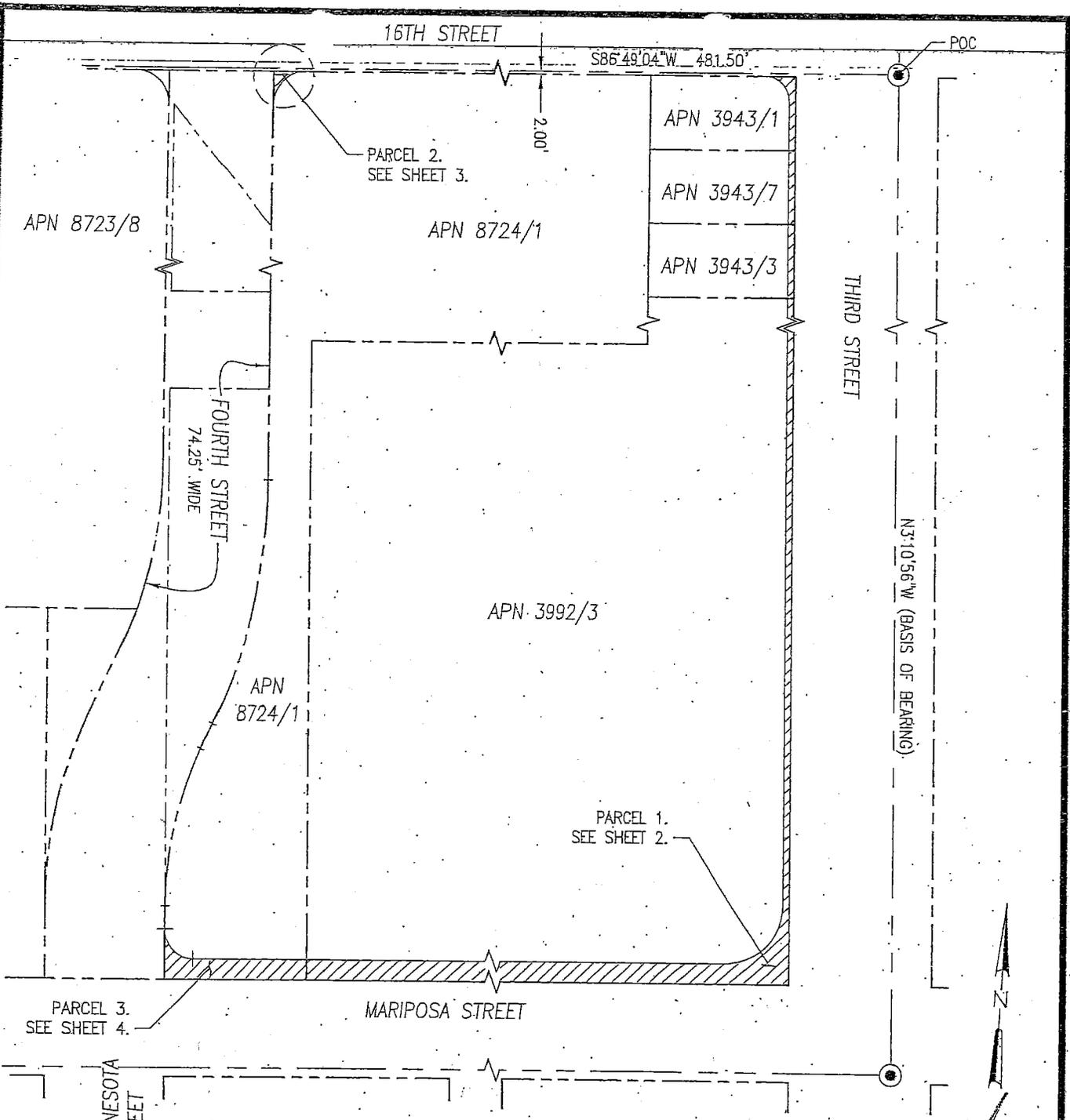
END OF DESCRIPTION

This description and its accompanying plat were prepared by GHD Inc.



6-1-12

N:\US\San Francisco\Projects\Catellus - MB\12-048 Blocks 36-39 ROW Exhibits\06-CAD\UCSF Item 08-09-11-14\ Item 08-09-11-14\ exhibit A-1 sheet 1.dwg May-31, 2012 - 4:50pm

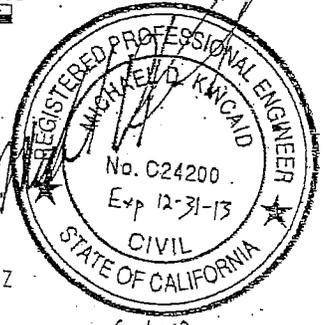


LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- FUTURE DEDICATION LINE
- MONUMENT LINE
- DEDICATION BOUNDARY
- DEDICATION AREA
- FOUND MONUMENT
- TRUE POINT OF BEGINNING
- POINT OF COMMENCEMENT

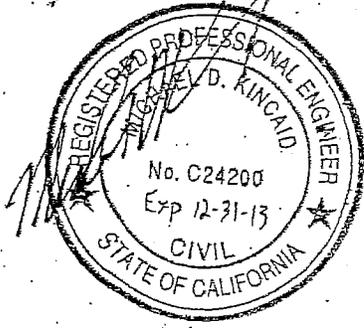
BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



				MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO		REVISION	
DR	JS	PLAT TO ACCOMPANY LEGAL DESCRIPTION THIRD STREET AND FOURTH STREET INTERSECTIONS AT 16TH STREET AND MARIPOSA STREET DEDICATIONS		SHEET 1 OF 4		EXHIBIT NO.	
SCALE	AS NOTED					A-1	
DATE	6/1/12						

N:\US\San Francisco\Projects\Catellier - MB\12-04B Blocks 36-38 ROW Exhibits\06-CAD\UCSF-item-09-09-11-14-exhibit A-1 sheet 2.dwg May 31, 2012 - 4:45pm



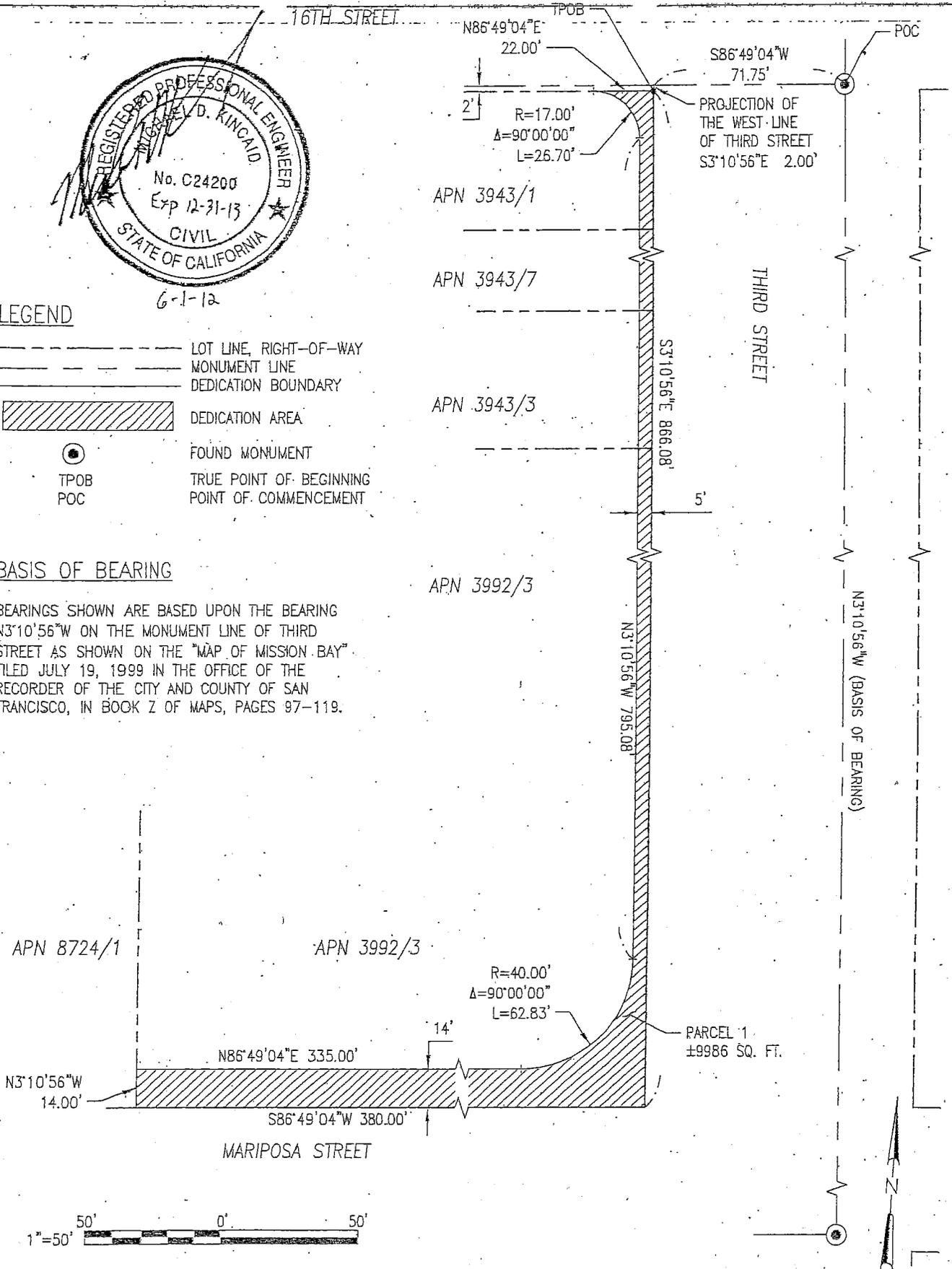
6-1-12

LEGEND

- LOT LINE, RIGHT-OF-WAY
- MONUMENT LINE
- DEDICATION BOUNDARY
- DEDICATION AREA
- FOUND MONUMENT
- TPOB
- POC
- TRUE POINT OF BEGINNING
- POINT OF COMMENCEMENT

BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



GHD Inc.
 417 Montgomery Street Suite 700 San Francisco California 94104 USA
 T 415 285 4570 F 415 283 4880
 W www.ghd.com



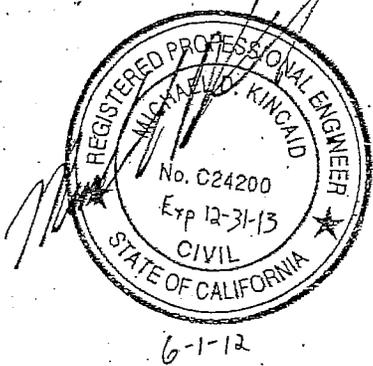
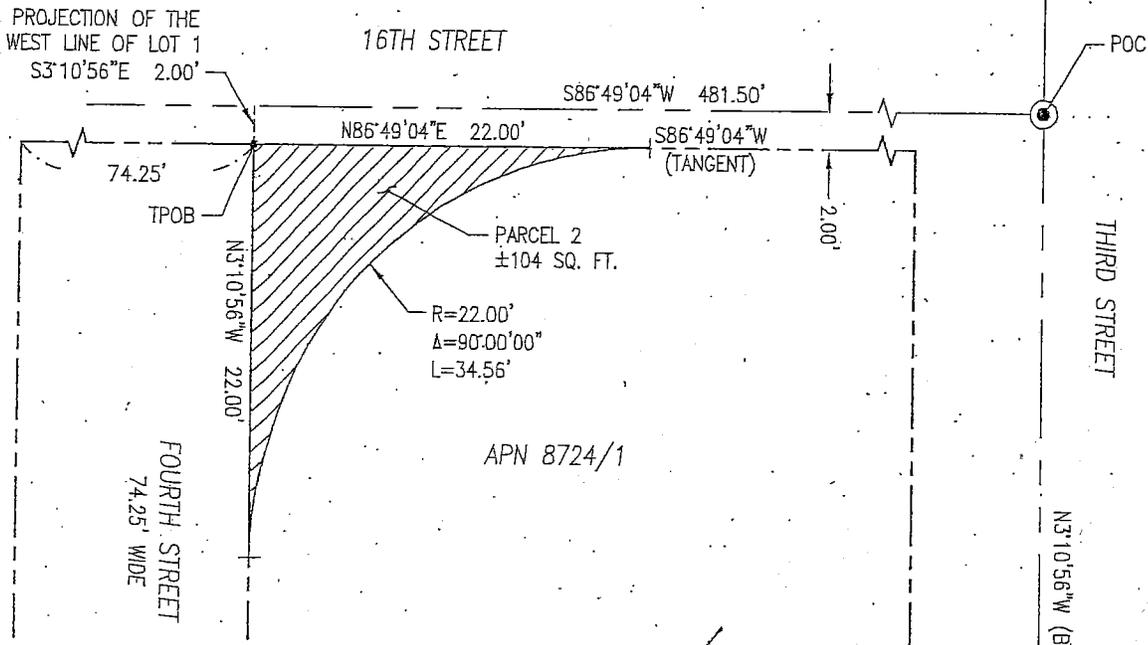
MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO

DR	JS
SCALE	AS NOTED
DATE	6/1/12

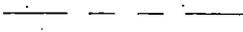
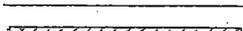
378
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 THIRD STREET AND FOURTH STREET INTERSECTIONS AT
 16TH STREET AND MARIPOSA STREET DEDICATIONS
 (PARCEL 1)

REVISION
SHEET 2 OF 4
EXHIBIT NO.
A-1

AK\US\San Francisco\Projects\Catellus - MB\12-04B Block 36-39 ROW Exhibits\06-CAD\UCSF Item 08-09-11-14\ Item 08-09-11-14\ exhibit A-1 sheets 3-4.dwg May 31, 2012 - 5:36pm

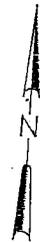


LEGEND

-  LOT LINE, RIGHT-OF-WAY
-  MONUMENT LINE
-  DEDICATION BOUNDARY
-  DEDICATION AREA
-  FOUND MONUMENT
-  TRUE POINT OF BEGINNING
POINT OF COMMENCEMENT

BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



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T 415 263 4970 F 415 263 4980
W www.ghd.com



MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO

DR JS
SCALE AS NOTED
DATE 6/1/12

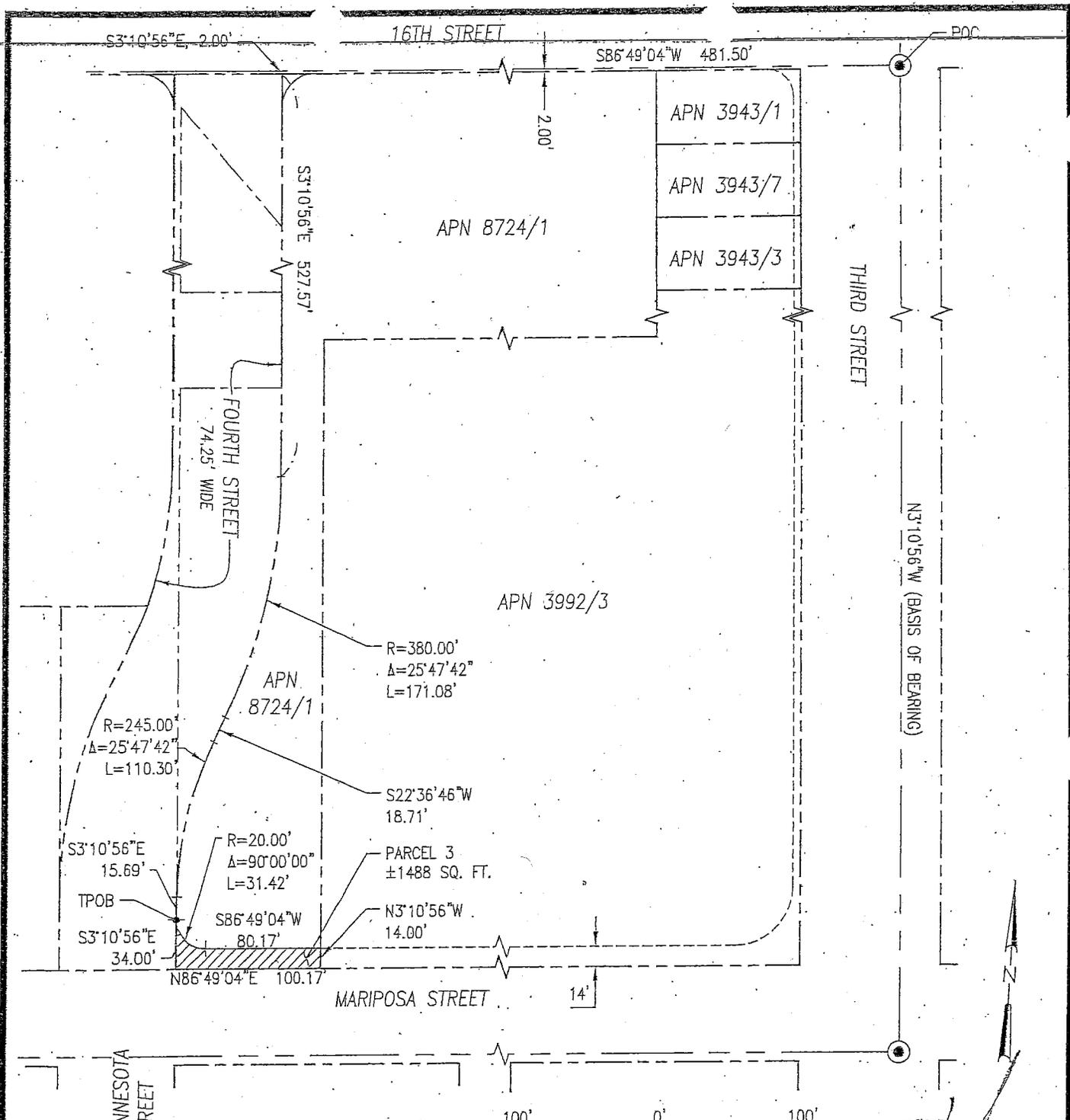
PLAT TO ACCOMPANY LEGAL DESCRIPTION
THIRD STREET AND FOURTH STREET INTERSECTIONS AT
16TH STREET AND MARIPOSA STREET DEDICATIONS
(PARCEL 2)

REVISION

SHEET 3 OF 4

EXHIBIT NO. **A-1**

N:\US\San Francisco\Projects\Collium - MB\12-048 Blocks 36-39 ROW Exhibits\06-CAD\UCSF Item 08-09-11-14\Item 08-09-11-14 exhibit A-1 sheets 3-4.dwg Jun 03, 2012 - 4:57pm



LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- FUTURE DEDICATION LINE
- MONUMENT LINE
- DEDICATION BOUNDARY
- DEDICATION AREA
- FOUND MONUMENT
- TPOB
- POC

BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



6-1-12



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MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO.

DR	JS
SCALE	AS NOTED
DATE	6/1/12

380

PLAT TO ACCOMPANY LEGAL DESCRIPTION
THIRD STREET AND FOURTH STREET INTERSECTIONS AT
16TH STREET AND MARIPOSA STREET DEDICATIONS
(PARCEL 3)

REVISION	
SHEET	4 of 4
EXHIBIT NO.	A-1

RECORDING REQUESTED BY:
City and County of San Francisco

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

Documentary Transfer Tax is Zero;
No fee for recording pursuant to
Government Code § 27383

APN: Block 8723, Lot 008

Space above this line for Recorder's Use

GRANT DEED
(Owens Street — Street Widening Dedication)

For valuable consideration, the receipt and adequacy of which are acknowledged, PAC OPERATING LIMITED PARTNERSHIP, a Delaware limited partnership, formerly known as Catellus Operating Limited Partnership, hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "City"), the real property situated in the City and County of San Francisco, State of California, described in **Exhibit A** (Legal Description) and depicted on **Exhibit A-1** (Plat Map) attached hereto and incorporated herein.

This grant is made subject to all covenants, conditions, restrictions, exceptions, easements, rights-of-way, rights-of-access, agreements, reservations, encumbrances, liens and other matters as the same may be of record as of the date hereof; any matters that would be disclosed by a survey, investigation or inquiry; and any general and special real estate taxes and assessments not yet due and payable, if any.

This Grant Deed is provided in connection with, and for the purpose of evidencing the acceptance by Grantee of, that certain Offer of Dedication dated _____, 2012, which was recorded on _____, 20____ as Document No. _____, in Reel _____, Image _____, Official Records of the City and County of San Francisco ("Offer"). Upon Grantee's Acceptance of this Grant Deed and recording hereof, all rights set forth in the Offer are hereby accepted in full by Grantee, and Grantor's obligation as to the Offer is satisfied in all respects.

(Signature following page.)

IN WITNESS WHEREOF, the undersigned has executed this instrument this 1st day of JUNE, 2012.

GRANTOR: PAC OPERATING LIMITED PARTNERSHIP,
a Delaware limited partnership, formerly known as Catellus Operating Limited Partnership

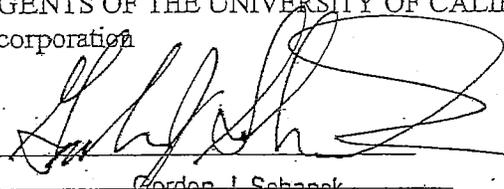
By: Palmtree Acquisition Corporation,
a Delaware corporation,
its General Partner

By: 
Name: CHRISTIANE COHEN
Its: SGP

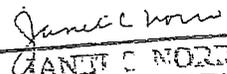
Consent to Grant Deed

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a public corporation, (i) as the Tenant under that certain Mission Bay South Ground Lease dated January 1, 2006, a memorandum of which was recorded on February 15, 2006, as Document No. 2006-I126965 in the Official Records of the City and County of San Francisco, as amended by that certain First Amendment to Mission Bay South Ground Lease dated as of December 15, 2011, a memorandum of which was recorded on December 29, 2011 as Document #2011J326145 in the Official Records of the City and County of San Francisco, and (ii) as the Optionee under that certain Mission Bay South Option Agreement and Grant of Purchase Option dated January 1, 2006, as amended, a memorandum of which was recorded on February 15, 2006, as Document No. 2006-I126966 in the Official Records of the City and County of San Francisco, as amended by that certain First Amendment to Mission Bay South Memorandum of Lease, Memorandum of Purchase Option, and Performance Deed of Trust; with Substitution of Trustee and Deed of Partial Reconveyance recorded December 29, 2011 as Document No. 2011J326145 in the Official Records of the City and County of San Francisco, hereby consents to the above Grant Deed from PAC Operating Limited Partnership, a Delaware limited partnership, to the City and County of San Francisco, a municipal corporation.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
a public corporation

By: 
Name: Gordon J. Sehanek
Title: Director of Real Estate

APPROVED AS TO FORM


JANET C. MORRIS
UNIVERSITY COUNCIL ON LEGAL AFFAIRS
OF THE UNIVERSITY OF CALIFORNIA

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN FRANCISCO)

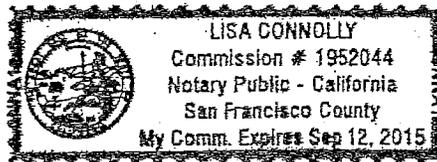
On June 1, 2012, before me, Lisa Connolly, a Notary Public, personally appeared Christianne C Chen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Lisa Connolly
Notary Public



(Seal)

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN FRANCISCO)

On _____, before me, _____, a 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.

Signature

Notary Public

(Seal)

STATE OF CALIFORNIA

)

)ss

COUNTY OF SAN FRANCISCO

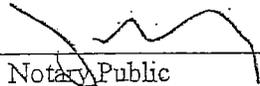
)

On June 8, 2012, before me, JAY VALANCY, a Notary Public, personally appeared Gordon J. SCHANCK, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature


Notary Public

(Seal)

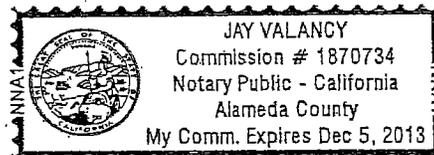


EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 8, BLOCK 8723, AS SAID LOT AND BLOCK ARE DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED ON JUNE 30, 2005 AS DOCUMENT NO. 2005 H982318, IN REEL 1922, AT IMAGE 683, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE ALONG THE WEST LINE OF SAID LOT 8, NORTH 03°10'56" WEST 592.84 FEET, TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE LEAVING SAID WEST LINE OF LOT 8, SOUTH 14°10'56" EAST 83.85 FEET; THENCE SOUTH 03°10'56" EAST ALONG A LINE LYING PARALLEL AND 16.00 FEET DISTANT FROM SAID WEST LINE OF LOT 8, 510.53 FEET, TO THE SOUTH LINE OF SAID LOT 8, BLOCK 8723; THENCE ALONG SAID SOUTH LINE SOUTH 86°49'04" WEST 16.00 FEET, TO THE POINT OF BEGINNING.

COMPRISING 8,827 SQUARE FEET, MORE OR LESS.

PARCEL 2

COMMENCING AT POINT "A", HEREINABOVE DESCRIBED; THENCE ALONG THE WEST LINE OF SAID LOT 8, NORTH 03°10'56" WEST 6.43 FEET, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE OF LOT 8, NORTH 03°10'56" WEST 16.79 FEET, TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE ALONG THE NORTH LINE OF SAID LOT 8 NORTH 86°49'04" EAST 40.95 FEET, TO A POINT OF CUSP; THENCE LEAVING SAID NORTH LINE OF LOT 8, FROM A TANGENT BEARING OF SOUTH 86°49'04" WEST, WESTERLY ALONG A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 154.02 FEET, THROUGH A SUBTENDED ARC OF 9°50'15" A DISTANCE OF 26.44 FEET, TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUING WESTERLY ALONG A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 18.00 FEET, THROUGH A SUBTENDED ARC OF 69°53'14" A DISTANCE OF 21.96 FEET, TO THE TRUE POINT OF BEGINNING.

COMPRISING 114 SQUARE FEET, MORE OR LESS.

ALL BEARINGS HEREINABOVE MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "MAP OF MISSION BAY", RECORDED JULY 19, 1999 IN BOOK Z, OF MAPS; AT PAGES 97-119, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

PREPARED BY:

FB & Associates, Inc.



TODD TILLOTSON, PLS 8593
LICENSE EXPIRES 12/31/2013



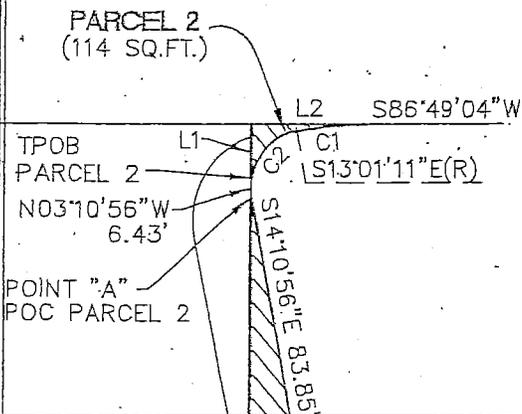
DATE: 5/30/12

APN 8709/22

APN 8722/3

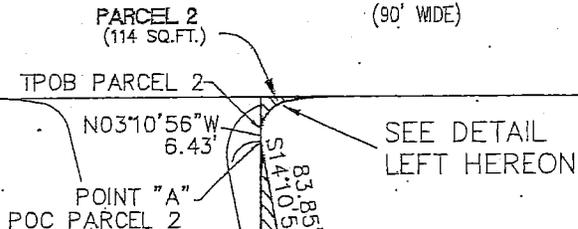
SIXTEENTH STREET
(90' WIDE)

90.00'



DETAIL

1" = 60'



LINE TABLE		
LINE	LENGTH	BEARING
L1	16.79	N03°10'56"W
L2	40.95	N86°49'04"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	26.44	154.02	9°50'15"
C2	21.96	18.00	69°53'14"



BASIS OF BEARING

"MAP OF MISSION BAY" BLOCK Z OF MAPS
AT PAGES 97-119, CCSFR

LEGEND

- DEDICATION LINE
- LOT LINE,
- RIGHT-OF-WAY LINE
- DEDICATION AREA
- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- (T) TOTAL
- (R) RADIAL BEARING

F3 & Associates, Inc.
Land Surveying

701 East H. Street, Benicia, CA 94510
Phone (707) 748-4300 Fax (707) 361-9521

JOB NO: 120733

APN 8723/5

APN 8723/3	APN 8723/6	APN 8723/4
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CITY AND COUNTY OF SAN FRANCISCO		
EXHIBIT A-1		
PLAT TO ACCOMPANY LEGAL DESCRIPTION, DEDICATION FOR STREET RIGHT-OF-WAY PORTION DOC. 2005 H982318		
SCALE: 1in = 100ft	DATE: 5/30/2012	
DRAWN BY: STAFF	AREA 8,941 SQ. FT.	SHEET NO. 1 OF 1

RECORDING REQUESTED BY:
City and County of San Francisco

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

Documentary Transfer Tax is Zero;
No fee for recording pursuant to
Government Code § 27383

APN: Block 8723, Lot 008

Space above this line for Recorder's Use

GRANT DEED

(Fourth Street and Sixteenth Street — Turning Radius Dedication)

For valuable consideration, the receipt and adequacy of which are acknowledged, PAC OPERATING LIMITED PARTNERSHIP, a Delaware limited partnership, formerly known as Catellus Operating Limited Partnership, hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "City"), the real property situated in the City and County of San Francisco, State of California, described in Exhibit A (Legal Description) and depicted on Exhibit A-1 (Plat Map) attached hereto and incorporated herein.

This grant is made subject to all covenants, conditions, restrictions, exceptions, easements, rights-of-way, rights-of-access, agreements, reservations, encumbrances, liens and other matters as the same may be of record as of the date hereof; any matters that would be disclosed by a survey, investigation or inquiry; and any general and special real estate taxes and assessments not yet due and payable, if any.

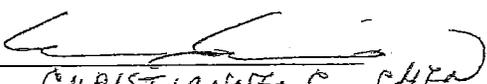
This Grant Deed is provided in connection with, and for the purpose of evidencing the acceptance by Grantee of, that certain Offer of Dedication dated _____, 2012, which was recorded on _____, 20____ as Document No. _____, in Reel _____, Image _____, Official Records of the City and County of San Francisco ("Offer"). Upon Grantee's Acceptance of this Grant Deed and recording hereof, all rights set forth in the Offer are hereby accepted in full by Grantee, and Grantor's obligation as to the Offer is satisfied in all respects.

(Signature following page.)

IN WITNESS WHEREOF, the undersigned has executed this instrument this 1ST day of JUNE, 2012.

GRANTOR: PAC OPERATING LIMITED PARTNERSHIP,
a Delaware limited partnership, formerly known as Catellus Operating Limited Partnership

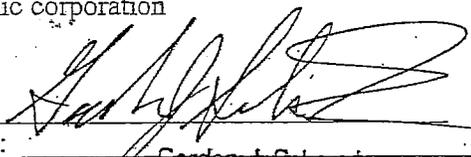
By: Palmtree Acquisition Corporation,
a Delaware corporation,
its General Partner

By: 
Name: CHRISTIANNE C CHEN
Its: SVP

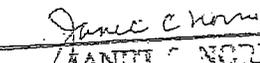
Consent to Grant Deed

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a public corporation, (i) as the Tenant under that certain Mission Bay South Ground Lease dated January 1, 2006, a memorandum of which was recorded on February 15, 2006, as Document No. 2006-I126965 in the Official Records of the City and County of San Francisco, as amended by that certain First Amendment to Mission Bay South Ground Lease dated as of December 15, 2011, a memorandum of which was recorded on December 29, 2011 as Document #2011J326145 in the Official Records of the City and County of San Francisco, and (ii) as the Optionee under that certain Mission Bay South Option Agreement and Grant of Purchase Option dated January 1, 2006, as amended, a memorandum of which was recorded on February 15, 2006, as Document No. 2006-I126966 in the Official Records of the City and County of San Francisco, as amended by that certain First Amendment to Mission Bay South Memorandum of Lease, Memorandum of Purchase Option, and Performance Deed of Trust, with Substitution of Trustee and Deed of Partial Reconveyance recorded December 29, 2011 as Document No. 2011J326145 in the Official Records of the City and County of San Francisco, hereby consents to the above Grant Deed from PAC Operating Limited Partnership, a Delaware limited partnership, to the City and County of San Francisco, a municipal corporation.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
a public corporation

By: 
Name: Gordon J. Schanck
Title: Director of Real Estate

APPROVED AS TO FORM


JANET NORRIS
UNIVERSITY COUNCIL OF THE REGENTS
OF THE UNIVERSITY OF CALIFORNIA

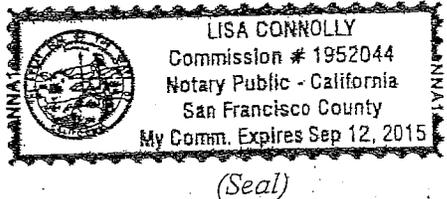
STATE OF CALIFORNIA)
)ss
COUNTY OF SAN FRANCISCO)

On June 1, 2012, before me, Lisa Connolly, a Notary Public, personally appeared Christianne C Chen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Lisa Connolly
Notary Public



STATE OF CALIFORNIA)
)ss
COUNTY OF SAN FRANCISCO)

On _____, before me, _____, a 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.

Signature _____
Notary Public

(Seal)

STATE OF CALIFORNIA

)

COUNTY OF SAN FRANCISCO

)ss

)

On JUNE 8, 2012, before me, JAY VALANCY, a Notary Public, personally appeared GORDON J. SCHANCK, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

[Handwritten Signature]
Notary Public

(Seal)

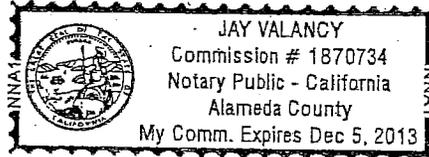




EXHIBIT "A"
LEGAL DESCRIPTION
(STREET DEDICATION)

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 8 IN BLOCK 8723 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JUNE 30, 2005 AS DOCUMENT NO. 2005-H982318 IN REEL I922, IMAGE 683, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH 86°49'04" WEST, 555.75 FEET TO THE INTERSECTION WITH THE PROJECTION OF THE EAST LOT LINE OF SAID LOT 8 IN BLOCK 8723; THENCE SOUTH 3°10'56" EAST, 2.00 FEET ALONG SAID PROJECTION OF LOT 8 TO THE NORTHEAST CORNER OF SAID LOT 8 IN BLOCK 8723, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 86° 49' 04" WEST, 22.00 FEET ALONG THE NORTH LINE OF SAID LOT 8 TO A POINT OF CUSP OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 22.00 FEET; THENCE LEAVING SAID NORTH LINE OF LOT 8 ALONG SAID CURVE FROM A TANGENT BEARING OF NORTH 86° 49' 04" EAST, THROUGH A SUBTENDED ARC OF 90° 00' 00", A DISTANCE OF 34.56 FEET TO THE EAST LINE OF SAID LOT 8; THENCE NORTH 3° 10' 56" WEST, 22.00 FEET ALONG SAID EAST LINE OF LOT 8 TO THE TRUE POINT OF BEGINNING.

COMPRISING 104 SQUARE FEET, MORE OR LESS.

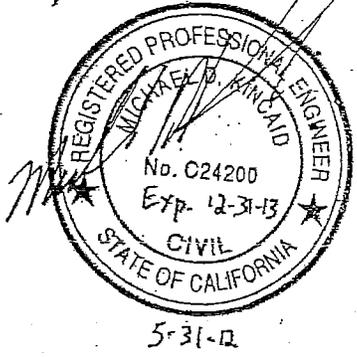
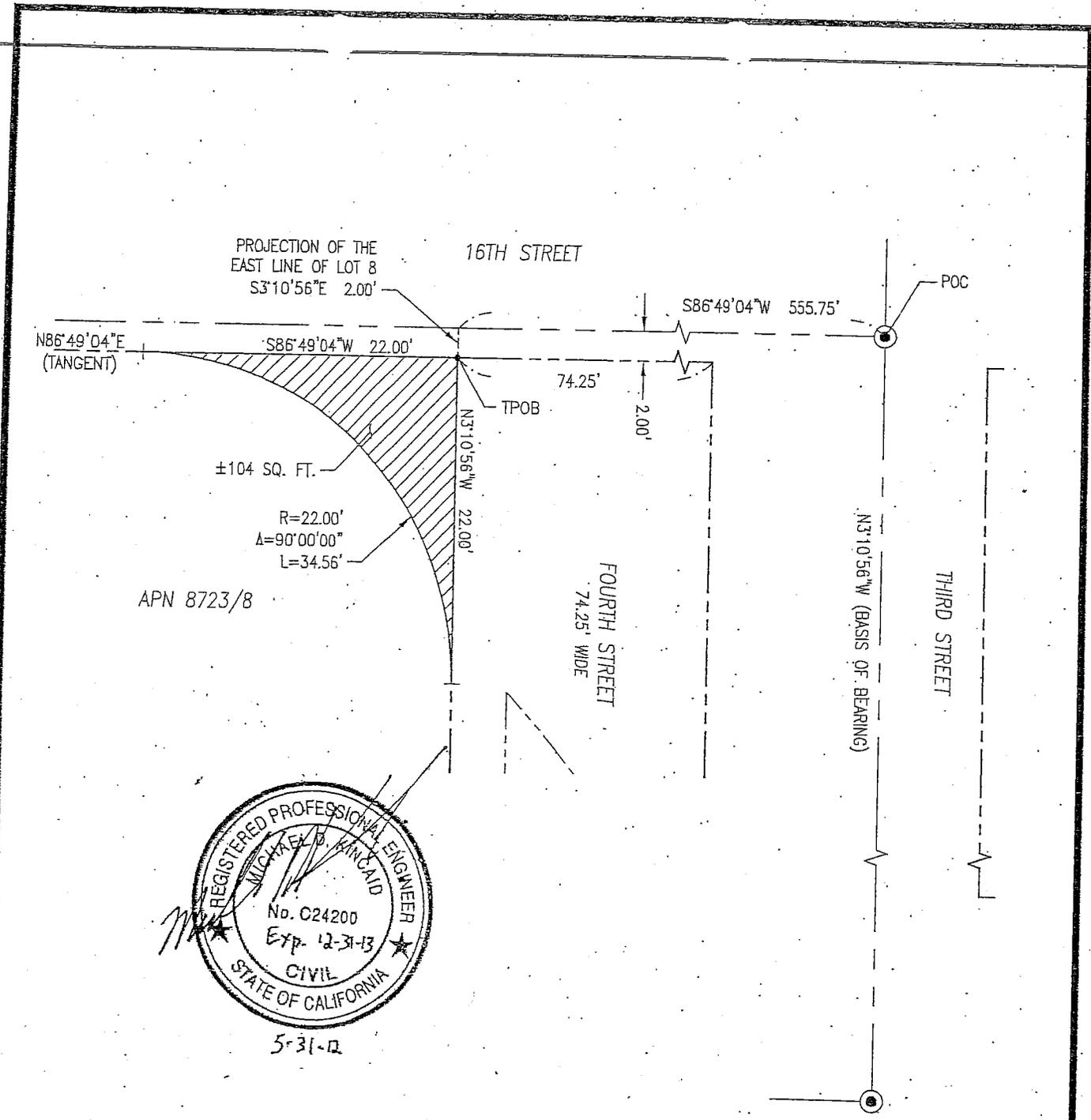
END OF DESCRIPTION

This description and its accompanying plat were prepared by GHD Inc.



5-31-12

N:\US Son Fr... \Projects\Calculus - MB\12-040 Blocks 36-39 ROW Exhibits\06-CAD\UCSF Item 12\ Item 12 exhibit A-1.dwg May 31, 2012 - 10:31am



LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- MONUMENT LINE
- DEDICATION BOUNDARY
- DEDICATION AREA
- FOUND MONUMENT
- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



GHD Inc.
417 Montgomery Street, Suite 700 San Francisco, California 94104 USA
T 415 263 4970 F 415 263 4980
W www.ghd.com



MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO

DR	JS
SCALE	AS NOTED
DATE	6/1/12

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOURTH STREET INTERSECTION AT 16TH STREET
DEDICATION

REVISION	
SHEET	1 OF 1
EXHIBIT NO.	A-1

RECORDING REQUESTED BY:
City and County of San Francisco

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

Documentary Transfer Tax is Zero;
No fee for recording pursuant to
Government Code § 27383

APN: Block 8727, Lot 009

Space above this line for Recorder's Use

GRANT DEED
(Lot 3)

For valuable consideration, the receipt and adequacy of which are acknowledged, FOCIL-MB, LLC, a Delaware limited liability company, hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "City"), the real property situated in the City and County of San Francisco, State of California, described in Exhibit A (Legal Description) attached hereto and incorporated herein.

This grant is made subject to all covenants, conditions, restrictions, exceptions, easements, rights-of-way, rights-of-access, agreements, reservations, encumbrances, liens and other matters as the same may be of record as of the date hereof; any matters that would be disclosed by a survey, investigation or inquiry; and any general and special real estate taxes and assessments not yet due and payable, if any.

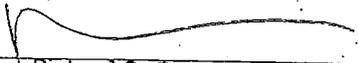
This Grant Deed is provided in connection with, and for the purpose of evidencing the acceptance by Grantee of, that certain Offer of Dedication dated _____, 2012, which was recorded on _____, 20____ as Document No. _____, in Reel _____, Image _____, Official Records of the City and County of San Francisco ("Offer"). Upon Grantee's Acceptance of this Grant Deed and recording hereof, all rights set forth in the Offer are hereby accepted in full by Grantee, and Grantor's obligation as to the Offer is satisfied in all respects.

(Signature on following page.)

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this 1ST
day of JUNE, 2012.

FOCIL-MB, LLC,
a Delaware limited liability company

By: Farallon Capital Management, L.L.C.,
a Delaware limited liability company,
its manager

By: 
Name: Richard B. Fried
Its: Managing Member

STATE OF CALIFORNIA)

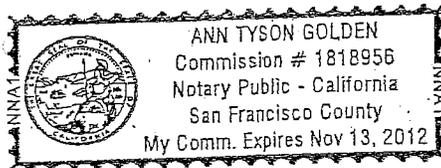
)ss

COUNTY OF SAN FRANCISCO.)

On June 1, 2012, before me, Ann Tyson Golden, a Notary Public, personally appeared Richard B Fried, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Ann Tyson Golden
Notary Public

(Seal)

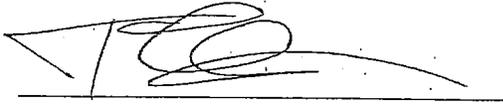
EXHIBIT "A"

LEGAL DESCRIPTION

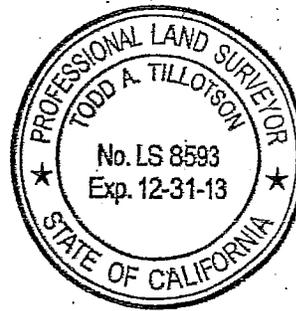
ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING ALL OF LOT 3 AS DESIGNATED AND SHOWN ON THAT CERTAIN MAP ENTITLED "FINAL MAP NO. 5165 MISSION BAY", FILED NOVEMBER 21, 2011, IN BOOK DD OF SURVEY MAPS, AT PAGES 170 THROUGH 176, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER FOR THE CITY AND COUNTY OF SAN FRANCISCO.

PREPARED BY:

FB & Associates, Inc.



TODD TILLOTSON, PLS 8593
LICENSE EXPIRES 12/31/2013



DATE: 5/31/12



RECORDING REQUESTED BY:

City and County of San Francisco

WHEN RECORDED RETURN TO:

Director of Property
Real Estate Department
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102-6051

Documentary Transfer Tax is Zero;
No fee for recording pursuant to
Government Code § 27383

APN: Block 8711, Lot 008 and 011; Block 8722, Lot 010; Block 8716, Lot 001; Block 8717, Lot 001; Block 8718, Lot 001; Block 8722, Lot 003; Block 8709 and 8711, Lot 007 and 011	Space above this line for Recorder's Use
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**EASEMENT AGREEMENT
(Underground Utilities)**

(Under Fourth Street between Sixteenth Street and Mission Bay Boulevard South)

This Easement Agreement ("Agreement") is made this _____ day of _____, 2012, by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City" or "Grantor"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California public corporation ("Regents" or "Grantee"), with reference to the following facts:

A. Grantor is the owner of that certain subsurface real property situated in the City and County of San Francisco, State of California, described in Exhibit A and Exhibit A-1 attached hereto (the "Burdened Property"), which is in the jurisdiction of City's Department of Real Estate. A segment of the public right of way known as Fourth Street is located above the Burdened Property and extends from the heavens to a depth of 2.00 feet below the finished surface of the Fourth Street street improvements (the "Fourth Street Segment"). The Fourth Street Segment is under the jurisdiction of City's Department of Public Works ("DPW"), City's Director of Public Works is responsible for managing the public right of way, and the San Francisco Public Works Code, together with orders and regulations adopted by DPW and orders, regulations, and rules of the San Francisco Municipal Transportation Agency (or any successor statute or departments) (collectively, "City Street Regulations"), govern excavations, installations and other work in the public right of way within the City and County of San Francisco.

RECORDING REQUESTED BY:

City and County of San Francisco

WHEN RECORDED RETURN TO:

Director of Property
Real Estate Department
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102-6051

Documentary Transfer Tax is Zero;
No fee for recording pursuant to
Government Code § 27383

APN: Block 8722, Lot 003;
Block 8709 and 8711, Lot 007 and 011

Space above this line for Recorder's Use

EASEMENT AGREEMENT
(ADA Compliant Curb Ramps Easement)

This Easement Agreement ("Agreement") is made this _____ day of _____, 2012, by THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a public corporation ("Grantor"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City" or "Grantee"), with reference to the following facts:

A. Grantor is the owner of that certain real property situated in the City and County of San Francisco, State of California, known as the University of California Mission Bay campus site. The campus site is bounded by Mission Bay Boulevard South to the north, Owens Street to the west, Sixteenth Street to the south and Third Street to the east, as more particularly described in Exhibit A attached hereto (the "Burdened Property"). There are private streets on the campus site, including Nelson Rising Lane, and the public street Fourth Street runs through the campus site.

B. Pursuant to that certain Third Amendment to Agreement for the Contribution of Real Property, dated June 24, 1999, by and between Catellus Development Corporation, a Delaware corporation and Grantor, which amended the Agreement for Contribution of Real Property dated September 24, 1997 (as previously amended), and that certain Amended and Restated Declaration and Agreement of Covenants, Conditions and Restrictions for the UCSF Mission Bay Campus, dated June 24, 1999 and recorded in the Official Records of the Recorder of the City and County of San Francisco on July 19, 1999, as Instrument No. G622193, Grantor agreed to be responsible for maintaining, at its sole cost and expense, consistent with the custom and practice in the City and County of San Francisco, sidewalk paving located in the public rights-of-way adjacent to the portions of the campus site owned by Grantor, from the edge of

Grantor's property to the nearest curb line. Further, as a direct obligation to Grantee, Grantor agreed to maintain such sidewalk improvements in and pursuant to the terms of that certain Memorandum of Agreement by and between the City and County of San Francisco and The Regents of the University of California (Sidewalk and Additional Improvements), dated on or about the date hereof.

C. To allow for the construction, maintenance and use of sidewalks along Fourth Street which are compliant with the Americans with Disabilities Act ("ADA"), Grantee desires to obtain, and Grantor is willing to grant to Grantee, a non-exclusive easement on, over, and within those four areas located approximately at the northwest, northeast, southwest and southeast corners of the intersection of Fourth Street and Nelson Rising Lane, as described in Exhibit B attached hereto and shown on the Site Plan attached hereto as Exhibit B-1, respectively, as "Area A," "Area B," "Area C" and "Area D" (collectively, the "Easement Area") for the purpose of permitting the installation, repair and maintenance of the flared sides of the ADA sidewalk curb ramps, together with a non-exclusive access easement for public pedestrian passage on, over, within and across the Easement Area.

D. Grantor has constructed the sidewalk and associated improvements and facilities along Nelson Rising Lane and FOCIL-MB, LLC, a Delaware limited liability company ("FOCIL"), has constructed or caused to be constructed the sidewalk and associated improvements and facilities along Fourth Street adjacent to the campus site, including the flared sides of the ADA sidewalk curb ramps on the Easement Area.

E. Grantor and Grantee desire to enter into this Agreement in order to provide the terms and conditions of the easements across the Easement Area.

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants and agreements of the parties contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.**

(a) Easement. Subject to the provisions of this Agreement, Grantor hereby grants in perpetuity to Grantee, and Grantee hereby accepts, a non-exclusive, irrevocable easement for the benefit of the public on, over, within and across the Easement Area for installation, repair and maintenance of an ADA ramp and its flared sides, together with public pedestrian access, passage, ingress, and egress for public sidewalk purposes (the "Easement"). The Easement Area and the sidewalk and curb improvements thereon (the "Improvements") shall be subject to the provisions of San Francisco Public Works Code Section 706, or any successor ordinance concerning sidewalk maintenance.

(b) Reserved Rights; Limitation on Use. Grantee acknowledges that the Easement granted herein is nonexclusive. Grantor, its successors, assigns, grantees, and licensees, shall have the right to use the Easement Area in a manner that will not unreasonably interfere with the use of the Easement Area for the Easement. Grantor, its successors, assigns, grantees, and licensees shall maintain the Easement Area in a manner that provides an unobstructed path of travel that is free from any temporary or permanent physical obstructions

(including without limitation, street furniture, such as benches, planters, tables and chairs, merchandise displays, signboards, and information kiosks).

2. **Term of Agreement.** The term of the Easement shall commence on the date this Agreement is recorded in the Official Records of the City and County of San Francisco, State of California (the "Official Records"), and shall be perpetual. Grantee may, however, terminate this Easement at any time as to all or any portion of the Easement Area by written notice to Grantor. Upon the termination of the Easement, in whole or in part, in accordance with this Section 2, upon Grantor's request, Grantee shall cause to be executed, acknowledged and delivered on behalf of Grantee to Grantor a quitclaim deed to evidence such termination or partial termination.

3. **Construction.** Grantor and Grantee acknowledge that FOCIL (or its agent or successor) has constructed or caused to be constructed the Improvements on the Easement Area in accordance with designs approved by Grantee's Department of Public Works.

4. **Condition of Property.**

(a) **As-Is.** Grantor makes no representations or warranties whatsoever under this Agreement with respect to the current physical condition of the Easement Area, and Grantor shall have no responsibility under this Agreement with respect thereto (except as otherwise specifically set forth herein). The use of the Easement herein granted shall be with the Easement Area in its "as is" physical condition, except as otherwise specifically provided herein. Grantee hereby waives any and all claims against Grantor arising from, out of or in connection with the suitability of the physical condition of the Easement Area for the uses permitted under Section 1(a), above. However, Grantor shall not take any action that would unreasonably impair the ability of the public to use the Easement granted herein.

(b) **No Interference.** Notwithstanding the provisions of Section 4(a) above, neither Grantor nor any subsequent fee owner of the Easement Area, nor their successors and assigns as to all or any portion of such fee, nor any party claiming an interest in the Easement Area through any such party, shall construct or permit any structures on the Easement Area that would interfere with or obstruct the use of the Easement Area for the Easement without the City's prior written approval, which City may withhold in its sole discretion.

(c) **Maintenance.** Grantor shall maintain the Easement Area and Improvements in a safe condition and in such physical condition as specified in City's Public Works Code and with the sidewalk maintenance requirements specified in City's Public Works Code Section 706, or any successor ordinance concerning sidewalks.

5. **Indemnification; No Liability.**

(a) **No Liability.** Grantee, by acceptance of the Easement, shall not in any event whatsoever be liable for any injury or damage to any person happening on or about the Easement Area or the Burdened Property, for any injury or damage to the Easement Area or the Burdened Property, or to any property of any tenant or occupant, or to any property of any other person, entity or association on or about Easement Area or the Burdened Property, except to the

extent arising from the willful misconduct or gross negligence of Grantee, its agents or employees.

(b) Indemnity. Grantor, and each successor and assign to Grantor holding an interest in the Easement Area (hereinafter collectively called "Indemnitors"), shall indemnify, defend and hold Grantee, including, but not limited to, all of its boards, commissions, departments, agencies and other subdivisions, including, without limitation, its Department of Public Works, and all of their respective officers, directors, employees and agents (hereinafter collectively called "Indemnified Parties") harmless from all liabilities, penalties, costs, damages, expenses, causes of action, claims or judgments (including without limitation reasonable attorneys fees) (collectively, "Indemnified Claims"), resulting from: (i) injury or the death of any person (including without limitation any Indemnified Party) or physical damage to property, real or personal, of any kind wherever located and by whomever owned (including, without limitation; property owned by an Indemnified Party), occurring in the Easement Area; (ii) any default by such Indemnitor in the observation or performance of any of the terms, covenants or conditions of this Agreement to be observed or performed on such Indemnitor's part; (iii) any use of the Easement or actions on the Easement Area by or on behalf of such Indemnitor; and (iv) the use, generation, processing, production, packaging, treatment, storage, emission, discharge or disposal of Hazardous Materials (as that term is defined hereinbelow) by any party other than Grantee or its employees, contractors or agents on or about the Easement Area; however, Indemnitor shall have no obligation to indemnify, defend or hold harmless any Indemnified Party to the extent any Indemnified Claims arise out of or result from the gross negligence or willful misconduct of any Indemnified Party. Grantor, on behalf of the Indemnitors, specifically acknowledges and agrees that the Indemnitors have an immediate and independent obligation to defend the Indemnified Parties from any claim which actually or potentially falls within this indemnity even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such Indemnified Claim is tendered to any applicable Indemnitor. Indemnitors' obligations under this Section 5 shall survive termination of the Easements as to any indemnification obligation arising out of an event or conditions occurring prior to such termination. For purposes of this Section 5, the term "Hazardous Materials" shall mean any substance, material or waste that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment, including, but not limited to petroleum, petroleum-based products, natural gas, or any substance, material, or waste that is or shall be listed, regulated or defined by federal, state or local statute, regulation, rule, ordinance or other governmental requirement to be hazardous, acutely hazardous, extremely hazardous, toxic, radioactive, biohazardous, infectious, or otherwise dangerous.

(c) Claims. Grantee agrees to use best efforts to give prompt notice to Grantor, at the address for notices to Grantor set forth herein, with respect to any Indemnified Claims initiated or threatened against Grantee that Grantee has reason to believe is likely to give rise to an Indemnified Claim hereunder. Grantor shall, at its option but subject to the reasonable consent and approval of Grantee, be entitled to control the defense, compromise or settlement of any such matter through counsel of Grantor's own choice; provided, however, that in all cases Grantee shall be entitled to participate in such defense, compromise, or settlement at its own expense. If, in Grantee's reasonable judgment, Grantor shall fail to take reasonable and appropriate action to defend, compromise or settle such Indemnified Claim within a reasonable

time following notice from Grantee alleging such failure, Grantee shall have the right to hire counsel at Grantor's sole expense to carry out such defense, compromise or settlement, which expense shall be due and payable to Grantee within thirty (30) days after receipt by Grantor of a properly detailed invoice therefor.

6. **Enforcement.** Grantee, but not the general public, shall have all rights and remedies at law and in equity in order to enforce the Easement and the terms of this Agreement (including, but not limited to, remedies for violation of San Francisco Public Works Code Section 706, or any successor ordinance concerning sidewalk maintenance). All rights and remedies available to City under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other available right or remedy. In the event of any breach of this Agreement by Grantor, the City shall be entitled to recover all attorneys' fees and costs reasonably incurred in connection with City's enforcement activities and actions (subject to Section 7 below with respect to costs and expenses of any suit).

7. **Litigation Expenses.**

(a) **General.** If either party hereto brings an action or proceeding (including any cross-complaint, counterclaim, third-party claim or alternative dispute resolution process described in Section 8 below) against the other party by reason of a default, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing party" within the meaning of this Section 7 shall include without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

(b) **Appeal.** Attorneys' fees under this Section 7 shall include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action, as provided by statute or the California Rules of Court.

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

8. **Alternative Dispute Resolution.** Grantor and Grantee, by mutual agreement, may submit any factual or other (to the extent either party is not prohibited by law or otherwise from doing so) dispute arising under this Agreement to non-binding arbitration, mediation or other alternate dispute resolution mechanism ("ADR") of non-judicial dispute resolution. The

party requesting ADR shall give written notice of its request, specifying the requested ADR procedure, to the other party, who shall notify the requesting party of its agreement or refusal to proceed within ten (10) business days after receipt of the requesting notice. If the parties agree to proceed, they shall select a mutually acceptable individual, with qualifications appropriate to the subject matter of the dispute, to conduct the designated ADR, or, if the parties cannot agree on such individual, they shall submit the dispute for the applicable ADR to a commercial ADR service. In all events, the proceedings shall be conducted only in a manner acceptable to both parties. The parties may enter into operating memoranda from time to time to establish procedures for the initiation and conduct of such ADR mechanisms.

9. **Time.** Time is of the essence of this Agreement and each and every part thereof.

10. **Covenant and Environmental Restriction on Property.** The land described herein may contain hazardous materials in soils and in the ground water under the property, and is subject to a deed restriction (Covenant and Environmental Restriction on Property) dated as of February 23, 2000, and recorded on March 21, 2000, in the Official Records as Document No. 2000-G748552 (the "Covenant and Restriction"), which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. The foregoing statement is required by the Covenant and Restriction and is not a declaration that a hazard exists. This Agreement and the Easement contained herein shall be subject to, and in the use and enjoyment of the Easement Area under this Agreement Grantee shall at all times comply with, all of the terms, covenants, and conditions set forth in and/or imposed as a result of the Covenant and Restriction. Further, the Covenant and Restriction references and requires compliance with the provisions of the Risk Management Plan, Mission Bay Area, San Francisco, California, dated May 11, 1999, as amended (the "RMP"). Accordingly, Grantee hereby acknowledges that it has a copy of the RMP, and hereby covenants that (i) Grantee will comply with the RMP (to the extent the RMP applies to Grantee's activities); (ii) Grantee will obligate other entities with which it contracts for construction, property maintenance or other activities which may disturb soil or groundwater to comply with the applicable provisions of the RMP; and (iii) Grantee (and the entities with which it so contracts) will refrain from interfering with Grantor's compliance with the RMP.

11. **Amendment.** This Agreement may be amended or otherwise modified only in writing signed and acknowledged by Grantor and Grantee, or the successors and assigns of each.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be entitled to be the original and all of which shall constitute one and the same agreement.

14. **References; Titles.** Wherever in this Agreement the context requires, reference to the singular shall be deemed to include the plural. Titles of sections and paragraphs are for convenience only and neither limit nor amplify the provisions of this Agreement.

15. Notice. Any notice given under this Agreement shall be in writing and given by delivering the notice in person, by commercial courier or by sending it by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is given. For the convenience of the parties, copies of notices may also be given by telefacsimile, to the telephone number listed below or such other numbers as may be provided from time to time.

Grantor: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Office of the President
1111 Franklin Street, Sixth Floor
Oakland, California 94607-5201
ATTN: Director of Real Estate
Telefacsimile: (510) 987-0199

with a copy to: UNIVERSITY OF CALIFORNIA
Office of General Counsel
1111 Franklin Street, Eighth Floor
Oakland, California 94607-5201
ATTN: Janet Norris
Telefacsimile: (510) 987-9757

and to: University of California, San Francisco
Campus Planning
654 Minnesota Street, 2nd Floor
San Francisco, California 94143-0286
Attn: Assistant Vice Chancellor,
Campus Planning
Telefacsimile: (415) 476-9478

and to: University of California, San Francisco
Real Estate Services
654 Minnesota Street, 2nd Floor
San Francisco, California 94143-0287
Attn: Director, Real Estate Services
Telefacsimilie: (415) 476-0693

Grantee: Director of Property
REAL ESTATE DEPARTMENT
25 Van Ness Avenue, Suite 400
San Francisco, California 94102-6051
Telefacsimile: (415) 552-9216

with a copy to:

Director of Department of Public Works
DEPARTMENT OF PUBLIC WORKS
City and County of San Francisco
Room 348, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4605
Telefacsimile: (415) 554-6177

and to:

City Attorney, City of San Francisco
Room 234, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4682
Attn: John Malamut
Telefacsimile: (415) 554-4755

Any mailing address or telefacsimile number may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. A person may not give official or binding notice by telefacsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a telefacsimile copy of the notice.

16. Successors and Assigns.

(a) Grantee shall not transfer, assign or convey any interest in this Agreement or in the Easement without the prior written approval of Grantor.

(b) This Agreement shall be binding upon and inure to the benefit of and be binding upon the parties hereto, including (i) any permitted successors and assigns of Grantee to this Agreement and the Easement, including those approved in writing by Grantor, and (ii) all grantees and other successors-in-interest of Grantor in any of the Burdened Property.

17. Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive benefit of Grantor and Grantee and their successors and assigns, subject to the provisions hereof, and not for the benefit of nor give rise to any claim or cause of action by any other person; and this Agreement shall not be deemed to have conferred any rights upon any person except Grantor and Grantee. Nothing herein shall be deemed a dedication of any portion of the Burdened Property to or for the benefit of the general public.

18. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable; the remainder of this Agreement (or the application of such provisions to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon

such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

19. **Entire Agreement.** This Agreement, together with any attachments hereto or inclusions by reference, constitute the entire agreement between the parties on the subject matter hereof, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the Easement which is the subject matter of this Agreement.

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

21. **Default.** Grantee's failure to perform any covenant or obligation of Grantee hereunder and to cure such non-performance within thirty (30) days of written notice by Grantor shall constitute a default hereunder, provided that if more than thirty (30) days are reasonably required for such cure, no event of default shall occur if Grantee commences such cure within such period and diligently prosecutes such cure to completion. Upon such default Grantor shall be entitled to all remedies and means to cure or correct such default, both legal and equitable, allowed by operation of law except termination of the easement herein granted.

22. **Burden on Land.** The Easement created by this Agreement shall be a burden on the Burdened Property, which burden shall run with the land and shall be binding on any future owners and encumbrances of the Burdened Property or any part thereof and their successors and assigns.

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

24. **MacBride Principles — Northern Ireland.** City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Grantor acknowledges that it has read and understands the above statement of City concerning doing business in Northern Ireland.

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

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



EXHIBIT "A"
LEGAL DESCRIPTION
(UCSF MISSION BAY CAMPUS SITE)

PARCEL 1

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 7 IN BLOCK 8711 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 19, 1999 AS DOCUMENT NO. 99-G622188 IN REEL H429, IMAGE 0540, IN THAT CERTAIN QUITCLAIM DEED RECORDED ON JULY 19, 1999 AS DOCUMENT NO. 99-G622189 IN REEL H429, IMAGE 0541 AND IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER, 17, 2004 AS DOCUMENT NO. 2004-H871364 IN REEL I786, IMAGE 0212, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH 86°49'04" WEST, 71.75 FEET TO THE INTERSECTION WITH THE PROJECTION OF THE WEST LINE OF THIRD STREET; THENCE NORTH 3°10'56" WEST, 88.00 FEET ALONG SAID PROJECTION OF THE WEST LINE OF THIRD STREET TO THE INTERSECTION OF SAID WEST LINE OF THIRD STREET AND THE NORTH LINE OF 16TH STREET; THENCE SOUTH 86°49'04" WEST, 5.00 FEET ALONG SAID NORTH LINE OF 16TH STREET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86°49'04" WEST, 382.75 FEET ALONG SAID NORTH LINE OF 16TH STREET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 22.00 FEET; THENCE LEAVING SAID NORTH LINE OF 16TH STREET ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE THROUGH A SUBTENDED ARC OF 90°00'00", A DISTANCE OF 34.56 FEET TO A POINT ON THE EAST LINE OF FOURTH STREET (74.25 FEET WIDE); THENCE NORTH 3°10'56" WEST, 1284.25 FEET ALONG SAID EAST LINE OF FOURTH STREET TO A POINT ON THE SOUTH LINE OF MISSION BAY BOULEVARD SOUTH; THENCE NORTH 86°49'04" EAST, 404.75 FEET ALONG SAID SOUTH LINE OF MISSION BAY BOULEVARD SOUTH TO A POINT ON THE LINE THAT IS PARALLEL TO AND PERPENDICULARLY DISTANT 5.00 FEET FROM THE WEST LINE OF THIRD STREET; THENCE SOUTH 3°10'56" EAST, 1306.25 FEET ALONG SAID PARALLEL LINE OF THIRD STREET TO THE TRUE POINT OF BEGINNING.

COMPRISING 528,601 SQUARE FEET, OR 12.14 ACRES, MORE OR LESS.

PARCEL 2

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A COMPOSED OF LOT 3 IN BLOCK 8722 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON NOVEMBER 6, 1998 AS DOCUMENT NO. 98-G463592 IN REEL H257, IMAGE 0232 AND THAT CERTAIN QUITCLAIM DEED RECORDED ON JULY 19, 1999 AS DOCUMENT NO. 99-G622189 IN REEL H429, IMAGE 0541; AND PORTIONS OF LOT 7 AND 11 IN BLOCK 8709 & 8711 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 19, 1999 AS DOCUMENT NO. 99-G622188 IN REEL H429, IMAGE 0540 AND IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER, 17, 2004 AS DOCUMENT NO. 2004-H871364 IN REEL I786, IMAGE 0212, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH 86°49'04" WEST, 71.75 FEET TO THE INTERSECTION WITH THE PROJECTION OF THE WEST LINE OF THIRD STREET; THENCE NORTH 3°10'56" EAST, 88.00 FEET ALONG SAID PROJECTION OF THE WEST LINE OF THIRD STREET TO THE INTERSECTION OF SAID WEST LINE OF THIRD STREET AND THE NORTH LINE OF 16TH STREET; THENCE SOUTH 86° 49' 04" WEST, 506.00 FEET ALONG SAID NORTH LINE OF 16TH STREET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86°49'04" WEST, 448.51 FEET ALONG SAID NORTH LINE OF 16TH STREET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 32.00 FEET; THENCE LEAVING SAID NORTH LINE OF 16TH STREET ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE THROUGH A SUBTENDED ARC OF 49°29'03", A DISTANCE OF 27.64 FEET TO A POINT ON THE EAST LINE OF OWENS STREET; THENCE ALONG SAID EAST LINE OF OWENS STREET FOR THE FOLLOWING TWO (2) ARCS, COURSES AND DISTANCES: (1) NORTH 43°41'53" WEST, 941.25 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 917.50 FEET; (2) THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE THROUGH A SUBTENDED ARC OF 36°55'55", A DISTANCE OF 591.41 FEET; THENCE LEAVING SAID EAST LINE OF OWENS STREET ALONG A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 144.75 FEET; THENCE ALONG SAID CURVE FROM A TANGENT BEARING OF NORTH 74°00'38" EAST THROUGH A SUBTENDED ARC OF 61°21'25" A DISTANCE OF 155.01 FEET; THENCE NORTH 86°49'04" EAST, 165.32 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 100.38 FEET; THENCE ALONG SAID CURVE FROM A TANGENT BEARING OF SOUTH 26°21'22" EAST THROUGH A SUBTENDED ARC OF 66°49'34" A DISTANCE OF 117.08 FEET TO A POINT ON THE PROJECTION OF THE SOUTH LINE OF MISSION BAY BOULEVARD SOUTH; THENCE NORTH 86°49'04" EAST, 959.75 FEET ALONG SAID PROJECTION OF THE SOUTH LINE OF MISSION BAY BOULEVARD SOUTH TO THE INTERSECTION WITH THE WEST LINE OF FOURTH STREET; THENCE SOUTH 3°10'56" EAST, 1284.25 FEET ALONG SAID WEST LINE OF FOURTH STREET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 22.00 FEET; THENCE LEAVING SAID WEST LINE OF FOURTH STREET ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE THROUGH A SUBTENDED ARC OF 90°00'00", A DISTANCE OF 34.56 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 1,316,064 SQUARE FEET, OR 30.21 ACRES, MORE OR LESS.

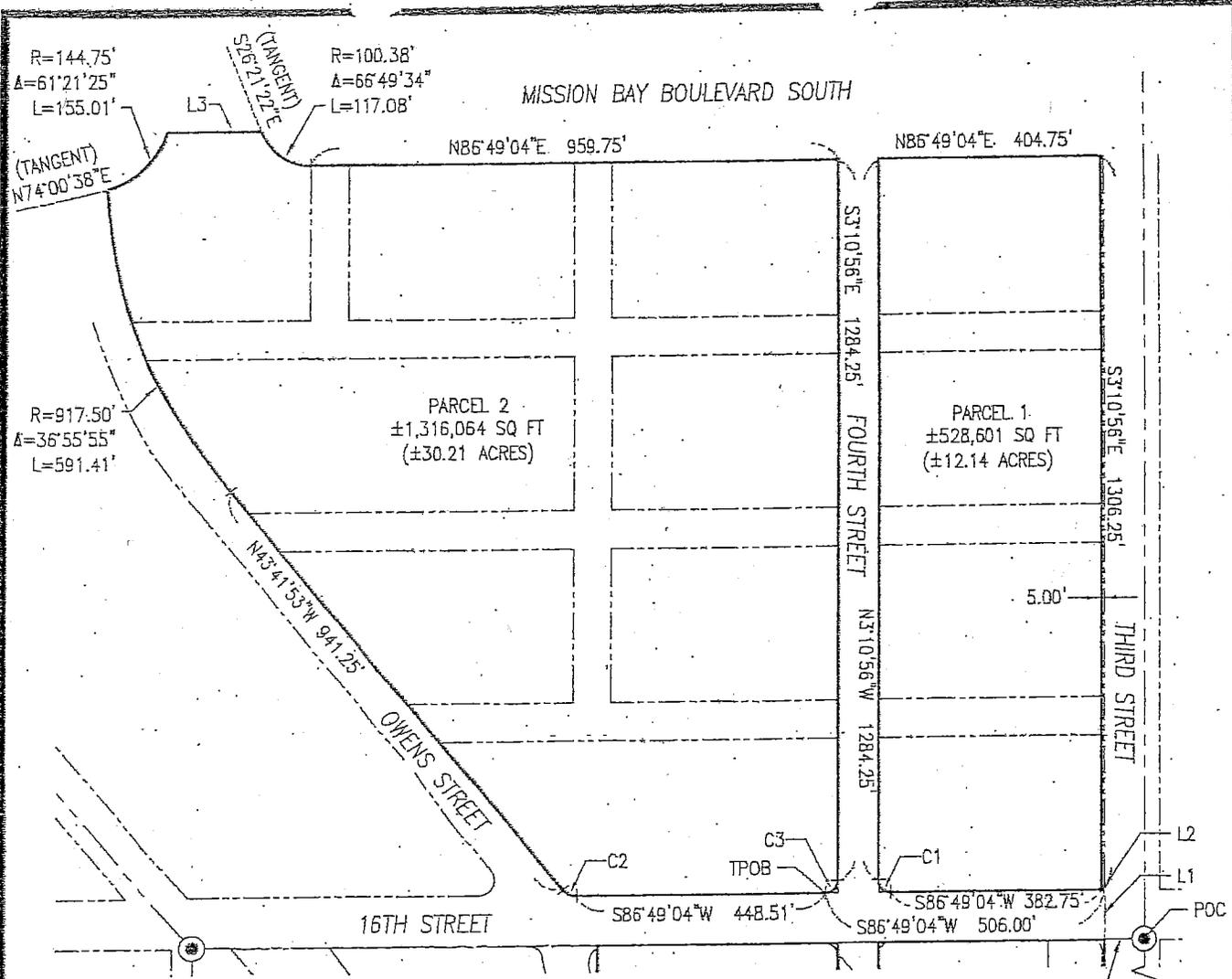
END OF DESCRIPTION

This description and its accompanying plat were prepared by GHD Inc.



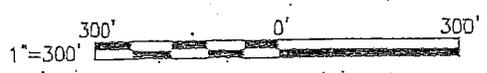
6-1-12

N:\US\San Francisco\Projects\Colollia - MB17-040 Blocks 36-38 ROW Exhibits\06-CAD\UCSF - north blocks\ north blocks exhibit A or B.dwg Jun 13, 2012 - 5:58pm



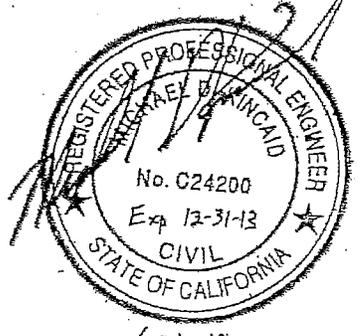
LINE TABLE	
LINE	LENGTH BEARING
L1	88.00' N3°10'56"W
L2	5.00' S86°49'04"W
L3	165.32' N86°49'04"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	34.56'	22.00'	90°00'00"
C2	27.64'	32.00'	49°29'03"
C3	34.56'	22.00'	90°00'00"



LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- VARA EASEMENT LINES
- MONUMENT LINE
- PROPERTY BOUNDARY
- ⊙ FOUND MONUMENT
- ⊙ TPOB TRUE POINT OF BEGINNING
- ⊙ POC POINT OF COMMENCEMENT



BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



PHD Inc.
 411 Montgomery Street, Suite 700 San Francisco, CA 94104 USA
 T: 415 243 4679 F: 415 222 0520
 W: www.phd.com



MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO		REVISION
DR	JS	1 of 1
SCALE	AS NOTED	DATE
DATE	6/1/12	ENGINEER
		A

FLAT TO ACCOMPANY LEGAL DESCRIPTION
 UCSF MISSION BAY CAMPUS SITE

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

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

Easement Area B

Being a portion of UCSF Parcel 1 as said parcel is described in those certain deeds recorded on July 19, 1999 in Reel H429 Images 540 and 541 in the Office of the Recorder of the City and County of San Francisco, State of California, and being more particularly described as follows:

COMMENCING at the northeasterly corner of said UCSF Parcel 1; thence, South $03^{\circ}10'56''$ East, 2.50 feet along the easterly line of said UCSF Parcel 1, also being the westerly line of Fourth Street, to the TRUE POINT OF BEGINNING of this description; thence, proceeding clockwise the following courses and distances: South $03^{\circ}10'56''$ East, 12.47 feet along said easterly line to a non-tangent curve concave northwesterly having a radius of 17.36 feet; whose radius bears North $14^{\circ}59'14''$ West; thence, along said curve southwesterly 4.74 feet through a central angle of $15^{\circ}39'05''$; thence, North $00^{\circ}39'51''$ East, 3.13 feet; thence, North $32^{\circ}52'35''$ East, 6.81 feet; thence, North $03^{\circ}10'56''$ West, 4.17 feet; thence, North $86^{\circ}49'04''$ East, 0.50 feet to the TRUE POINT OF BEGINNING.

Containing 30 square feet more or less.

Easement Area B

Being a portion of UCSF Parcel 2 as said parcel is described in those certain deeds recorded on July 19, 1999 in Reel H429 Images 540 and 541 in the Office of the Recorder of the City and County of San Francisco, State of California, and being more particularly described as follows:

COMMENCING at the southeasterly corner of Assessor's Block 8716 Lot 1 as shown on that certain map entitled "Map of Mission Bay" recorded on July 19, 1999 in Book Z of Maps at Pages 97 through 119 in the Office of said Recorder; thence, North $03^{\circ}10'56''$ West, 109.25 feet along the westerly line of said UCSF Parcel 2, also being the easterly line of Fourth Street, to the TRUE POINT OF BEGINNING of this description; thence, proceeding clockwise the following courses and distances: North $86^{\circ}49'04''$ East, 1.50 feet along the northerly line of Nelson Rising Lane; thence, South $03^{\circ}10'56''$ East, 5.91 feet; thence, South $42^{\circ}55'30''$ East, 8.85 feet; thence, South $16^{\circ}24'59''$ East, 1.65 Feet to a non-tangent curve concave northeasterly having a radius of 17.04 feet; whose radius bears North $16^{\circ}24'59''$ West; thence, along said curve northwesterly 7.60 feet through a central angle of $25^{\circ}33'07''$ to said westerly line of said UCSF Parcel 2; thence, North $03^{\circ}10'56''$ West, 14.38 feet along said westerly line to the TRUE POINT OF BEGINNING.

Containing 52 square feet more or less.

Easement Area C

Being a portion of UCSF Parcel 1 as said parcel is described in those certain deeds recorded on July 19, 1999 in Reel H429 Images 540 and 541 in the Office of the Recorder of the City and County of San Francisco, State of California, and being more particularly described as follows:

COMMENCING at the southwesterly corner of Assessor's Block 8716 Lot 1 as shown on that certain map entitled "Map of Mission Bay" recorded on July 19, 1999 in Book Z of Maps at Pages 97 through 119 in the Office of said Recorder; thence, North $03^{\circ}10'56''$ West, 40.50 feet along the westerly line of said lot; thence, South $86^{\circ}49'04''$ West, 4.00 feet to the easterly line of said UCSF Parcel 1, also being the westerly line of Fourth Street; thence, North $03^{\circ}10'56''$ West, 9.14 feet along said easterly line to the TRUE POINT OF BEGINNING of this description; thence, proceeding clockwise the following courses and distances: South $86^{\circ}49'04''$ West, 1.50 feet; thence, North $03^{\circ}10'56''$ West, 4.06 feet; thence, North $39^{\circ}08'03''$ West, 9.49 feet; thence, North $03^{\circ}04'09''$ West, 1.57 feet; thence, North $86^{\circ}55'51''$ East, 3.47 feet to a tangent curve concave southwesterly having a radius of 16.79 feet; thence, along said curve southeasterly 3.63 feet through a central angle of $12^{\circ}23'11''$ to said easterly line of said UCSF Parcel 1; thence, South $03^{\circ}10'56''$ East, 12.91 feet along said easterly line to the TRUE POINT OF BEGINNING.

Containing 50 square feet more or less.

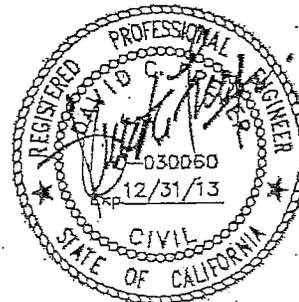
Easement Area D

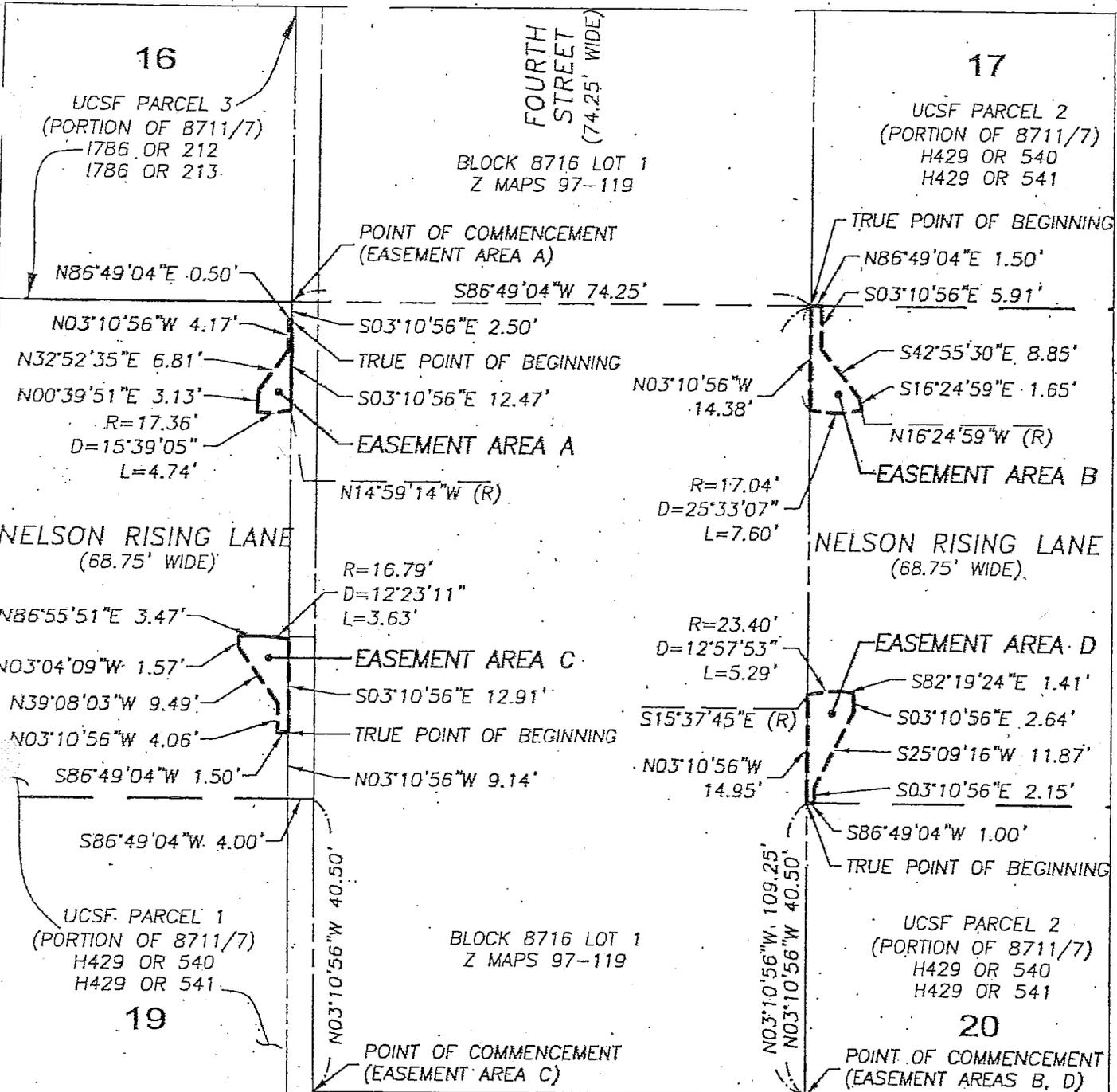
Being a portion of UCSF Parcel 2 as said parcel is described in those certain deeds recorded on July 19, 1999 in Reel H429 Images 540 and 541 in the Office of the Recorder of the City and County of San Francisco, State of California, and being more particularly described as follows:

COMMENCING at the southeasterly corner of Assessor's Block 8716 Lot 1 as shown on that certain map entitled "Map of Mission Bay" recorded on July 19, 1999 in Book Z of Maps at Pages 97 through 119 in the Office of said Recorder; thence, North $03^{\circ}10'56''$ West, 40.50 feet along the westerly line of said UCSF Parcel 2, also being the easterly line of Fourth Street, to the TRUE POINT OF BEGINNING of this description; thence, proceeding clockwise the following courses and distances: North $03^{\circ}10'56''$ West, 14.95 feet along said westerly line to a non-tangent curve concave southeasterly having a radius of 23.40 feet; whose radius bears South $15^{\circ}37'45''$ East; thence, along said curve southeasterly 5.29 feet through a central angle of $12^{\circ}57'53''$; thence, South $82^{\circ}19'24''$ East, 1.41 feet; thence, South $03^{\circ}10'56''$ East, 2.64 feet; thence, South $25^{\circ}09'16''$ West, 11.87 feet; thence, South $03^{\circ}10'56''$ East, 2.15 feet to the southerly line of Nelson Rising Lane; thence, South $86^{\circ}49'04''$ West, 1.00 feet along said southerly line to the TRUE POINT OF BEGINNING.

Containing 60 square feet more or less.

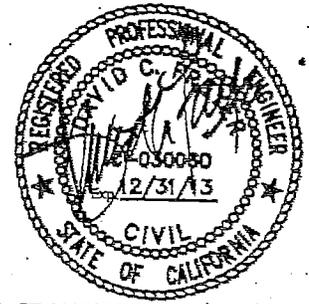
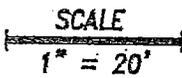
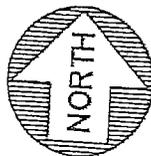
June 11, 2012





LEGEND

- EXISTING PROPERTY LINE
- PROPOSED EASEMENT LINE
- MISSION BAY VARA LINE
- MISSION BAY BLOCK NUMBER
- RADIAL BEARING



FREYER LAURETA, INC.
CIVIL ENGINEERS • SURVEYORS • CONSTRUCTION MANAGERS
144 North San Mateo Drive • San Mateo, CA 94401
(650)344-9801 • Fax (650)344-9820 • freyerlaureta.com

EXHIBIT B-1
PLAT MAP OF EASEMENT AREA
(SITE PLAN)

RECORDING REQUESTED BY:

City and County of San Francisco

WHEN RECORDED RETURN TO:

Director of Property
Real Estate Department
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102-6051

Documentary Transfer Tax is Zero;
No fee for recording pursuant to
Government Code § 27383

APN 3943-003; APN 3992-003

Space above this line for Recorder's Use

EASEMENT AGREEMENT

(Third Street — Energy Center Turnout Public Sidewalk, Street Light and Utility Easement)

This Easement Agreement ("Agreement") is made this _____ day of _____, 2012, by THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a public corporation ("Grantor"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City" or "Grantee"), with reference to the following facts:

A. Grantor is the fee title owner of that certain real property situated in the City and County of San Francisco, State of California, located adjacent to Third Street between Sixteenth Street and Mariposa Street, shown and described on Exhibit A attached hereto (the "Burdened Property").

B. To allow for the widening of Third Street, Grantor, by separate instrument recorded on or about the date hereof (the "Offer of Dedication"), irrevocably offered to dedicate to City Grantor's fee title interest in that portion of the Burdened Property adjacent to Third Street depicted as a 5.00 foot street dedication in the drawing attached for informational purposes only as Exhibit B for street, roadway and public utility purposes. It is anticipated that Grantor will ultimately convey the property which is the subject of the Offer of Dedication to City.

C. In connection with Grantor's proposed improvements on the Burdened Property, Grantor has proposed a change in the location of the curb line, sidewalk and street lights to accommodate a vehicle turn-in on the Burdened Property immediately adjoining the property which is the subject of the Offer of Dedication (the "Energy Center Turnout"). As a condition of Grantee's approval of the Ordinance authorizing the change in configuration of the sidewalk area necessary for construction of the Energy Center Turnout, Grantee requires Grantor to (i) grant to

Grantee for the benefit of the public a non-exclusive access easement for pedestrian passage on, over, and within that portion of the Burdened Property labeled "Sidewalk Easement Area" as shown and described on Exhibit C attached hereto (the "Sidewalk Easement Area"), as more specifically set forth herein, (ii) construct a sidewalk and other improvements on the Sidewalk Easement Area, (iii) grant to Grantee a non-exclusive easement across the Sidewalk Easement Area and that portion of the Burdened Property labeled "Turnout Area" as shown and described on Exhibit C attached hereto (the "Turnout Area") for the installation, maintenance, repair and replacement of street lights, including associated wires, cables, conduits, and junction boxes (the "Street Lights") and public utilities, including laterals serving the Burdened Property and the sidewalk improvements, and (iv) agree to the further covenants and restrictions set forth in this Agreement. The Sidewalk Easement Area and the Turnout Area are collectively referred to as the "Easement Area."

D. Grantor and Grantee anticipate that Grantor (or its agent or successor) will construct or cause to be constructed the sidewalk and associated improvements and facilities within the Easement Area (the "Improvements"), and FOCIL-MB, LLC, a Delaware limited liability company, hereinafter called "FOCIL" (or its agent or successor) will construct or cause to be constructed the Street Lights as a component of the Improvements. The Improvements, other than the public utilities and the Street Lights, are referred to herein as the "Sidewalk Improvements" and will be owned by Grantor.

E. Grantor and Grantee desire to enter into this Agreement in order to provide the terms and conditions of the easements across the Easement Area.

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants and agreements of the parties contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easements.

(a) Easements. Subject to the provisions of this Agreement, Grantor hereby grants in perpetuity to Grantee, and Grantee hereby accepts, (i) a non-exclusive, irrevocable easement for the benefit of the public on, over, within and across the Sidewalk Easement Area for public pedestrian access, passage, ingress, and egress for public sidewalk purposes (the "Public Sidewalk Easement"), (ii) a non-exclusive easement for the installation, maintenance, repair and replacement of the Street Lights in locations determined by Grantee within the Sidewalk Easement Area (provided such locations shall not interfere with the ability of vehicles to use the Energy Center Turnout to access the improvements on the Burdened Property) (the "Street Light Easement"), and (iii) a non-exclusive easement across the Sidewalk Easement Area the Turnout Area for the installation, maintenance, repair and replacement of public utilities laterals serving the street Burdened Property and the Street Lights (the "Utility Easement," and collectively with the Public Sidewalk Easement and the Street Light Easement, the "Easements").

(b) Reserved Rights; Limitation on Use. Grantee acknowledges that the Easements granted herein are nonexclusive. Grantor, its successors, assigns, grantees, and licensees, shall have the right to use the Easement Area in a manner that will not unreasonably

interfere with the use of the Easement Area for the Easements. Grantor, its successors, assigns, grantees, and licensees shall maintain the Sidewalk Easement Area in a manner that provides an unobstructed path of travel that is free from any temporary or permanent physical obstructions (including without limitation, street furniture, such as benches, planters, tables and chairs, merchandise displays, signboards, and information kiosks), other than the Street Lights.

2. **Term of Agreement.** The term of the Public Sidewalk Easement shall commence on the later of the date this Agreement is recorded in the Official Records of the City and County of San Francisco, State of California (the "Official Records"), or the date the Sidewalk Improvements have been determined to be complete (the "Completeness Determination") by the Director of City's Department of Public Works and have been formally accepted by City, and shall be perpetual. The term of the Street Light Easement and the Utility Easement shall commence on the date this Agreement is recorded in the Official Records and shall be perpetual. Grantee may, however, terminate the Easements at any time as to all or any portion of the Easement Area by written notice to the Grantor. Upon the termination of the Easements, in whole or in part, in accordance with this Section 2, upon Grantor's request, Grantee shall cause to be executed, acknowledged and delivered on behalf of Grantee to Grantor a quitclaim deed to evidence such termination or partial termination.

3. **Construction; Maintenance of Street Lights and City Facilities.** Grantor and Grantee anticipate that Grantor and/or FOCIL (or their respective agents or successors) will construct or caused to be constructed the initial Improvements on the Easement Area in accordance with designs approved by Grantee. Following the date of the Completeness Determination and formal acceptance of the Street Lights and any other public facility or improvement installed by or on behalf of Grantee (which the parties acknowledge specifically excludes the Sidewalk Improvements), Grantee shall maintain at its sole cost and expense the Street Lights and such other public facility or improvement installed in the Easement Area in accordance with applicable laws and ordinances consistent with City's standards for the operation and maintenance of other similar facilities. Prior to the commencement of any authorized construction, repair, maintenance, replacement, or other activities within the Easement Area by or on behalf of Grantee, Grantee shall verify the location of City and other public or private utility company facilities that may be affected by such work and shall assume all responsibility for any damage to such facilities due to the work. In the event Grantee, in the exercise of its rights granted herein, excavates or otherwise removes or damages all or a portion of the pavement or sidewalk improvements within the Easement Area, Grantee shall promptly return such improvements to their former condition, at Grantee's sole cost and expense.

4. **Condition of the Burdened Property; Construction of Sidewalk Improvements; Maintenance of Sidewalk Easement Area.**

(a) **As-Is.** Grantor makes no representations or warranties whatsoever under this Agreement with respect to the current physical condition of the Burdened Property, and Grantor shall have no responsibility under this Agreement with respect thereto (except as otherwise specifically set forth herein). The use of the Easements herein granted shall be with the Easement Area in its "as is" physical condition, except as otherwise specifically provided herein. Grantee hereby waives any and all claims against Grantor arising from, out of or in connection with the suitability of the physical condition of the Burdened Property for the uses

permitted under Section 1(a), above. However, Grantor shall not take any action that would unreasonably impair the ability of the public to use the Public Sidewalk Easement granted herein or the ability of Grantee to maintain and operate the Street Lights.

(b) No Interference. Notwithstanding the provisions of Section 4(a) above, neither Grantor nor any subsequent fee owner of the Burdened Property, nor their successors and assigns as to all or any portion of such fee, nor any party claiming an interest in the Burdened Property through any such party, shall construct or permit any structures on the Easement Area that would interfere with or obstruct the use of the Easement Area for the Easements without the City's prior written approval, which City may withhold in its sole discretion.

(c) Initial Improvements. Grantor shall coordinate its construction activities within the Easement Area with FOCIL's construction and installation of the Street Lights, public utilities and the Third Street widening public improvements. The Sidewalk Improvements shall be constructed to the current City Standards in effect at the time of construction. As used herein, "City Standards" means Mission Bay Subdivision Code, adopted by the Board of Supervisors on October 30, 1998 by its Ordinance No. 329-98, and the Mission Bay Subdivision Regulations, adopted on November 18, 1998 by Department of Public Works Order No. 171,379.

(d) Maintenance. Grantor shall maintain the Easement Area and the Sidewalk Improvements in a safe condition and in such physical condition as specified in City's Public Works Code, and in accordance with the sidewalk maintenance requirements specified in City's Public Works Code Section 706, or any successor ordinance concerning sidewalks or sidewalk areas, including curbs, parking strips, parkways, automobile runways, and vegetation maintenance.

5. Indemnification; No Liability.

(a) No Liability. Grantee, by acceptance of the Easements, shall not in any event whatsoever be liable for any injury or damage to any person happening on or about the Easement Area or the Burdened Property, for any injury or damage to the Burdened Property, or to any property of any tenant or occupant, or to any property of any other person, entity or association on or about the Burdened Property, except to the extent arising from the willful misconduct or gross negligence of Grantee, its agents or employees.

(b) Indemnity. Grantor, and each successor and assign to Grantor holding an interest in the Burdened Property (hereinafter collectively called "Indemnitors"), shall indemnify, defend and hold Grantee, including, but not limited to, all of its boards, commissions, departments, agencies and other subdivisions, including, without limitation, its Department of Public Works, and all of their respective officers, directors, employees and agents (hereinafter collectively called "Indemnified Parties") harmless from all liabilities, penalties, costs, damages, expenses, causes of action, claims or judgments (including without limitation reasonable attorneys fees) (collectively, "Indemnified Claims"), resulting from: (i) injury or the death of any person (including without limitation any Indemnified Party) or physical damage to property, real or personal, of any kind wherever located and by whomever owned (including, without limitation, property owned by an Indemnified Party), occurring in the Easement Area; (ii) any default by an Indemnitor in the observation or performance of any of the terms, covenants or

conditions of this Agreement to be observed or performed on such Indemnitor's part; (iii) any use of the Easement Area or actions on the Easement Area by or on behalf of any Indemnitor; and (iv) the use, generation, processing, production, packaging, treatment, storage, emission, discharge or disposal of Hazardous Materials (as that term is defined hereinbelow) by any party other than Grantee or its employees, contractors or agents on or about the Easement Area; however, Indemnitor shall have no obligation to indemnify, defend or hold harmless any Indemnified Party to the extent any Indemnified Claims arise out of or result from the gross negligence or willful misconduct of any Indemnified Party. Grantor, on behalf of the Indemnitors, specifically acknowledges and agrees that the Indemnitors have an immediate and independent obligation to defend the Indemnified Parties from any claim which actually or potentially falls within this indemnity even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such Indemnified Claim is tendered to any applicable Indemnitor. Indemnitors' obligations under this Section 5 shall survive termination of the Easements as to any indemnification obligation arising out of an event or conditions occurring prior to such termination. For purposes of this Section 5, the term "Hazardous Materials" shall mean any substance, material or waste that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment, including, but not limited to petroleum, petroleum-based products, natural gas, or any substance, material, or waste that is or shall be listed, regulated or defined by federal, state or local statute, regulation, rule, ordinance or other governmental requirement to be hazardous, acutely hazardous, extremely hazardous, toxic, radioactive, biohazardous, infectious, or otherwise dangerous.

(c) Claims. Each party agrees to use best efforts to give prompt notice to the other party, at the address for notices set forth herein, with respect to any Indemnified Claims initiated or threatened against Grantor or Grantee that such party has reason to believe is likely to give rise to an Indemnified Claim hereunder. Grantor will be relieved of its indemnification obligation for any Indemnified Claim for which Grantee does not give reasonable notice to Grantor after valid service of process or other notice to Grantee which Grantee has reason to believe is likely to give rise to an Indemnified Claim hereunder, provided that failure to notify Grantor shall not affect any other rights of Grantee or the obligations of Grantor hereunder unless Grantor is prejudiced by such failure, and then only to the extent of such prejudice. Grantor shall, at its option but subject to the reasonable consent and approval of Grantee, be entitled to control the defense, compromise or settlement of any such matter through counsel of Grantor's own choice; provided, however, that in all cases Grantee shall be entitled to participate in such defense, compromise, or settlement at its own expense. If, in Grantee's reasonable judgment, Grantor shall fail to take reasonable and appropriate action to defend, compromise or settle such Indemnified Claim within a reasonable time following notice from Grantee alleging such failure, Grantee shall have the right to hire counsel at Grantor's sole expense to carry out such defense, compromise or settlement, which expense shall be immediately due and payable to Grantee upon receipt by Grantor of a properly detailed invoice therefor.

6. Enforcement. Grantee, but not the general public, shall have all rights and remedies at law and in equity in order to enforce the Easements and the terms of this Agreement (including, but not limited to, remedies for violation of San Francisco Public Works Code Section 706, or any successor ordinance concerning sidewalk maintenance). All rights and remedies available to City under this Agreement or at law or in equity shall be cumulative and

not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other available right or remedy. In the event of any breach of this Agreement by Grantor, the City shall be entitled to recover all attorneys' fees and costs reasonably incurred in connection with City's enforcement activities and actions, subject to the provisions of Section 7 below with respect to litigation expenses.

7. Litigation Expenses.

(a) General. If either party hereto brings an action or proceeding (including any cross-complaint, counterclaim, third-party claim or alternative dispute resolution process described in Section 8, below) against the other party by reason of a default, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing party" within the meaning of this Section 7 shall include without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

(b) Appeal. Attorneys' fees under this Section 7 shall include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action, as provided by statute or the California Rules of Court.

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

8. Alternative Dispute Resolution. Grantor and Grantee, by mutual agreement, may submit any factual or other (to the extent either party is not prohibited by law or otherwise from doing so) dispute arising under this Agreement to non-binding arbitration, mediation or other alternate dispute resolution mechanism ("ADR") of non-judicial dispute resolution. The party requesting ADR shall give written notice of its request, specifying the requested ADR procedure, to the other party, who shall notify the requesting party of its agreement or refusal to proceed within ten (10) business days after receipt of the requesting notice. If the parties agree to proceed, they shall select a mutually acceptable individual, with qualifications appropriate to the subject matter of the dispute, to conduct the designated ADR, or, if the parties cannot agree on such individual, they shall submit the dispute for the applicable ADR to a commercial ADR service. In all events, the proceedings shall be conducted only in a manner acceptable to both parties. The parties may enter into operating memoranda from time to time to establish procedures for the initiation and conduct of such ADR mechanisms.

9. **Time.** Time is of the essence of this Agreement and each and every part thereof.

10. **Covenant and Environmental Restriction on Property.** The land described herein may contain hazardous materials in soils and in the ground water under the property, and is subject to a deed restriction (Covenant and Environmental Restriction on Property) dated as of February 23, 2000, and recorded on March 21, 2000, in the Official Records as Document No. 2000-G748552 (the "Covenant and Restriction"), which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. The foregoing statement is required by the Covenant and Restriction and is not a declaration that a hazard exists. This Agreement and the Easements contained herein shall be subject to, and in the use and enjoyment of the Easement Area under this Agreement Grantee shall at all times comply with, all of the terms, covenants, and conditions set forth in and/or imposed as a result of the Covenant and Restriction. Further, the Covenant and Restriction references and requires compliance with the provisions of the Risk Management Plan, Mission Bay Area, San Francisco, California, dated May 11, 1999, as amended (the "RMP"). Accordingly, Grantee hereby acknowledges that it has a copy of the RMP, and hereby covenants that (i) Grantee will comply with the RMP (to the extent the RMP applies to Grantee's activities); (ii) Grantee will obligate other entities with which it contracts for construction, property maintenance or other activities which may disturb soil or groundwater to comply with the applicable provisions of the RMP; and (iii) Grantee (and the entities with which it so contracts) will refrain from interfering with Grantor's compliance with the RMP.

11. **Amendment.** This Agreement may be amended or otherwise modified only in writing signed and acknowledged by Grantor and Grantee, or the successors and assigns of each.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

13. **Counterparts.** This Agreement may be executed in any number of counterparts; each of which shall be entitled to be the original and all of which shall constitute one and the same agreement.

14. **References; Titles.** Wherever in this Agreement the context requires, reference to the singular shall be deemed to include the plural. Titles of sections and paragraphs are for convenience only and neither limit nor amplify the provisions of this Agreement.

15. **Notice.**

(a) **Notices.** Any notice given under this Agreement shall be in writing and given by delivering the notice in person, by commercial courier or by sending it by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is given. For the convenience of the parties, copies of notices may also be given by telefacsimile, to the telephone number listed below or such other numbers as may be provided from time to time.

Grantor:

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA
Office of the President
1111 Franklin Street, Sixth Floor
Oakland, California 94607-5201
ATTN: Director of Real Estate
Telefacsimile: (510) 987-0199

with a copy to:

UNIVERSITY OF CALIFORNIA
Office of General Counsel
1111 Franklin Street, Eighth Floor
Oakland, California 94607-5201
ATTN: Janet Norris
Telefacsimile: (510) 987-9757

and to:

University of California, San Francisco
Campus Planning
654 Minnesota Street, 2nd Floor
San Francisco, California 94143-0286
Attn: Assistant Vice Chancellor,
Campus Planning
Telefacsimile: (415) 476-9478

and to:

University of California, San Francisco
Real Estate Services
654 Minnesota Street, 2nd Floor
San Francisco, California 94143-0287
Attn: Director, Real Estate Services
Telefacsimile: (415) 476-0693

and to:

UCSF Medical Center
3333 California Street, Suite 115
San Francisco, CA 94143-0913
Attn: Tim Mahaney, Executive Director —
Facilities and Support Services
Telefacsimile: 415-885-3572

Grantee:

Director of Property
REAL ESTATE DEPARTMENT
25 Van Ness Avenue, Suite 400
San Francisco, California 94102-6051
Telefacsimile: (415) 552-9216

with a copy to:

Director of Department of Public Works
DEPARTMENT OF PUBLIC WORKS
City and County of San Francisco
Room 348, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4605
Telefacsimile: (415) 554-6177

and to:

City Attorney, City of San Francisco
Room 234, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4682
Attn: John Malamut
Telefacsimile: (415) 554-4755

Any mailing address or telefacsimile number may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. A person may not give official or binding notice by telefacsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a telefacsimile copy of the notice.

(b) Construction Notices. Grantor shall provide prior written notice to Grantee of any planned construction or installation activities in or affecting the Easement Area to Grantee at the following address:

Director of Department of Public Works
c/o Barbara Moy
30 Van Ness Avenue, Suite 4200
San Francisco, California 94102

(c) Day to Day Communications. Day-to-day communications required under this Agreement should be directed to:

1. To Grantor : Tim Mahaney, Executive Director - Facilities and Support Services, UCSF Medical Center, Tel.: (415) 885-3517
2. To Grantee: Barbara Moy, Tel.: (415) 558-4050

(d) New Contact Information. Any contact information for day-to-day communications and mailing address for notices may be changed at any time by giving written notice in the manner provided above at least 10 days before the effective date of the change.

16. Successors and Assigns.

(a) Grantee shall not transfer, assign or convey any interest in this Agreement or in the Easements without the prior written approval of Grantor.

(b) This Agreement shall be binding upon and inure to the benefit of and be binding upon the parties hereto, including (i) any permitted successors and assigns of Grantee to this Agreement and the Easements, including those approved in writing by Grantor, and (ii) all grantees and other successors-in-interest of Grantor in any of the Burdened Property.

17. Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive benefit of Grantor and Grantee and their successors and assigns, subject to the provisions hereof, and not for the benefit of nor give rise to any claim or cause of action by any other person; and this Agreement shall not be deemed to have conferred any rights upon any person except Grantor and Grantee. Nothing herein shall be deemed a dedication of any portion of the Burdened Property to or for the benefit of the general public.

18. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provisions to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

19. Entire Agreement. This Agreement, together with any attachments hereto or inclusions by reference, constitute the entire agreement between the parties on the subject matter hereof, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the Easements which are the subject matter of this Agreement.

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

21. Default. Grantee's failure to perform any covenant or obligation of Grantee hereunder and to cure such non-performance within thirty (30) days of written notice by Grantor shall constitute a default hereunder, provided that if more than thirty (30) days are reasonably required for such cure, no event of default shall occur if Grantee commences such cure within such period and diligently prosecutes such cure to completion. Upon such default Grantor shall be entitled to all remedies and means to cure or correct such default, both legal and equitable, allowed by operation of law except termination of the easements herein granted.

22. Burden on Land. The Easements created by this Agreement shall be a burden on the Burdened Property, which burden shall run with the land and shall be binding on any future owners and encumbrances of the Burdened Property or any part thereof and their successors and assigns.

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

24. **MacBride Principles - Northern Ireland.** The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, *et seq.* The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Grantor acknowledges that it has read and understands the above statement of Grantee concerning doing business in Northern Ireland.

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

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

[No further text this page.]



EXHIBIT "A"
LEGAL DESCRIPTION
(BURDENED PROPERTY)

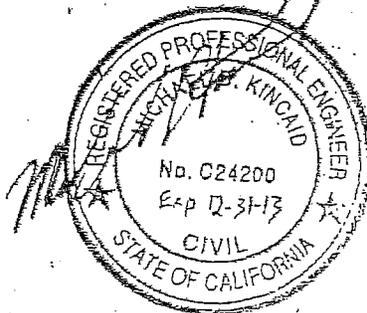
ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING PORTIONS OF LOT 3 IN BLOCK 3943 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER 19, 2005 AS DOCUMENT NO. 2005-1093674 IN REEL J039, IMAGE 521, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO; AND LOT 3 IN BLOCK 3992 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JANUARY 5, 2007 AS DOCUMENT NO. 2007-1311357 IN REEL J301, IMAGE 134, OFFICAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH 86°49'04" WEST, 71.75 FEET TO THE PROJECTION OF THE WEST LINE OF THIRD STREET; THENCE SOUTH 3°10'56" EAST, 2.00 FEET ALONG SAID PROJECTION OF THE WEST LINE OF THIRD STREET TO THE INTERSECTION OF THE WEST LINE OF THIRD STREET AND THE SOUTH LINE OF 16TH STREET; THENCE SOUTH 3°10'56" EAST, 100.00 FEET ALONG SAID WEST LINE OF THIRD STREET TO THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 3943, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE OF THIRD STREET SOUTH 3°10'56" EAST, 766.08 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3 IN BLOCK 3992, SAID CORNER ALSO BEING THE INTERSECTION WITH THE NORTH LINE OF MARIPOSA STREET; THENCE ALONG SAID NORTH LINE OF MARIPOSA STREET SOUTH 86°49'04" WEST, 380.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3 IN BLOCK 3992; THENCE ALONG THE WESTERLY LINE OF SAID LOT 3 IN BLOCK 3992 FOR THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 3°10'56" WEST, 433.04 FEET; (2) THENCE NORTH 86°49'04" EAST, 280.00 FEET; (3) THENCE NORTH 3°10'56" WEST, 333.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 IN BLOCK 3943; THENCE ALONG THE NORTH LINE OF SAID LOT 3 IN BLOCK 3943 NORTH 86°49'04" EAST, 100.00 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 197,859 SQUARE FEET, OR 4.54 ACRES, MORE OR LESS.

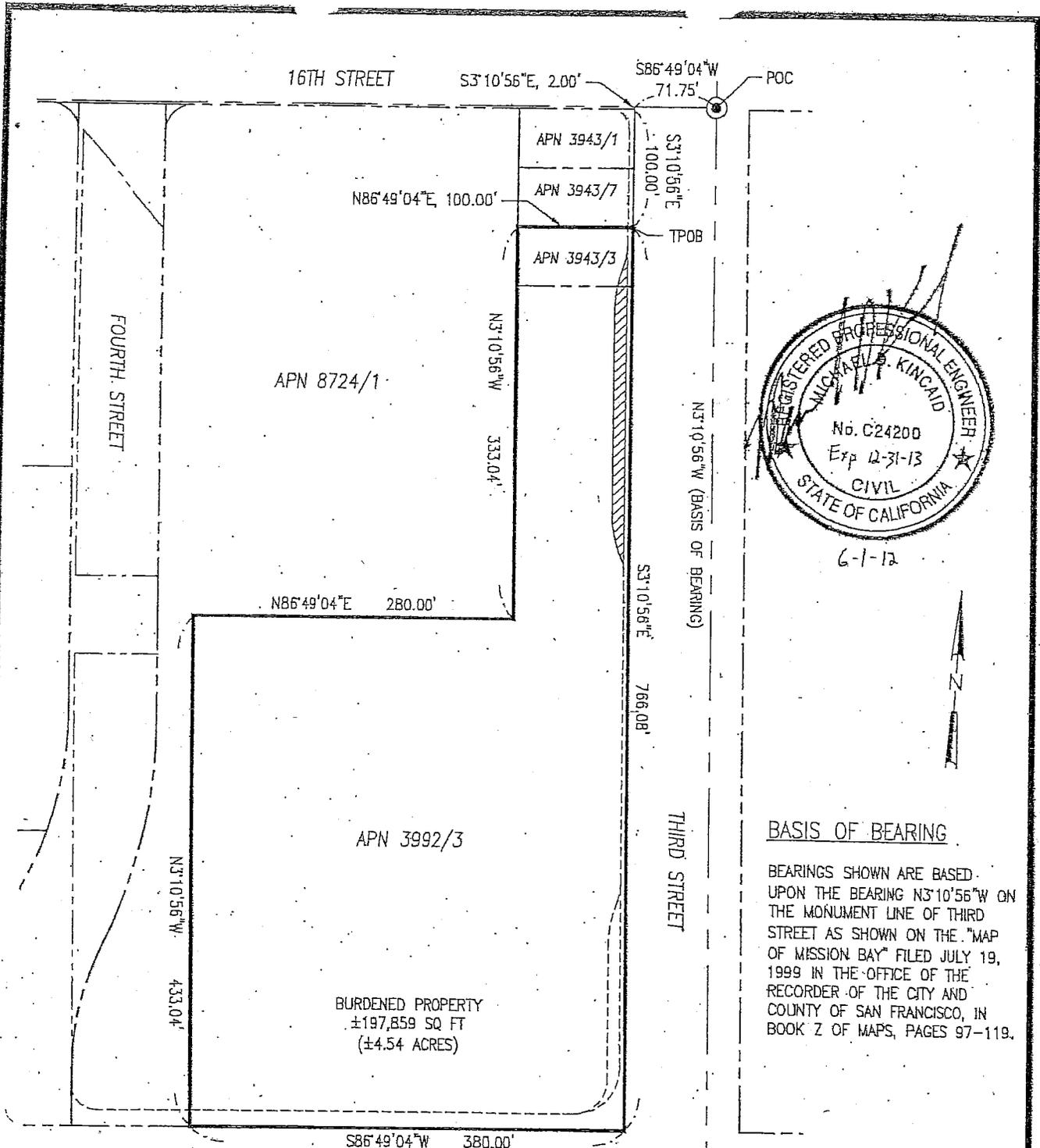
END OF DESCRIPTION

This description and its accompanying plat were prepared by GHD Inc.



6-1-12

N:\US\San Francisco\Projects\Colima - MB\12-040 Blocks 38-39 ROW Exhibits\06-CAD\block X3\block X3 exhibit A.dwg Jun 03, 2012 - 5:33pm



6-1-12

BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.

LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- FUTURE DEDICATION LINE
- MONUMENT LINE
- EASEMENT BOUNDARY
- FOUND MONUMENT
- ▨ EASEMENT AREA
- BURDENED PROPERTY BOUNDARY
- TPOB
- POC
- TRUE POINT OF BEGINNING
- POINT OF COMMENCEMENT



GHD Inc
475 Montgomery Street, Suite 700 San Francisco, California 94104 USA
T: 415 242 4970 F: 415 242 4800
W: www.ghd.com



MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO		REVISION
DR	JS	SHEET 1 OF 1
SCALE	AS NOTED	EXHIBIT NO.
DATE	6/1/12	A



EXHIBIT "C"
 LEGAL DESCRIPTION
 (SIDEWALK EASEMENT AREA)

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING PORTIONS OF LOT 3 IN BLOCK 3943 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER 19, 2005 AS DOCUMENT NO. 2005-1093674 IN REEL J039, IMAGE 521, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO; AND LOT 3 IN BLOCK 3992 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JANUARY 5, 2007 AS DOCUMENT NO. 2007-1311357 IN REEL J301, IMAGE 134, OFFICAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH 86°49'04" WEST, 71.75 FEET TO THE PROJECTION OF THE WEST LINE OF THIRD STREET; THENCE SOUTH 3°10'56" EAST, 2.00 FEET ALONG SAID PROJECTION OF THE WEST LINE OF THIRD STREET TO THE INTERSECTION OF THE WEST LINE OF THIRD STREET AND THE SOUTH LINE OF 16TH STREET; THENCE SOUTH 3°10'56" EAST, 112.24 FEET ALONG SAID WEST LINE OF THIRD STREET; THENCE SOUTH 86°49'04" WEST, 5.00 FEET TO A POINT ON A LINE PARALLEL TO AND PERPENDICULARLY DISTANT 5.00 FROM SAID WEST LINE OF THIRD STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 3° 10' 56" EAST, 278.08 FEET ALONG SAID PARALLEL LINE TO A POINT OF CUSP OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE ALONG SAID CURVE FROM A TANGENT BEARING OF NORTH 3°10'56" WEST, THROUGH A SUBTENDED ARC OF 26° 18' 07", A DISTANCE OF 9.18 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 86.25 FEET; THENCE ALONG SAID CURVE FROM A TANGENT BEARING OF NORTH 29° 29' 03" WEST, THROUGH A SUBTENDED ARC OF 26° 18' 07" A DISTANCE OF 39.59 FEET TO A POINT ON A LINE PARALLEL TO AND PERPENDICULARLY DISTANT 16.00 FEET FROM SAID WEST LINE OF THIRD STREET; THENCE NORTH 3° 10' 56" WEST 176.00 FEET, ALONG SAID PARALLEL LINE TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 86.25 FEET; THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE, THROUGH A SUBTENDED ARC OF 22°37'12" A DISTANCE OF 34.05 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 56.75 FEET; THENCE ALONG SAID CURVE FROM A TANGENT BEARING OF NORTH 19° 26' 16" EAST, THROUGH A SUBTENDED ARC OF 22°37'12" A DISTANCE OF 22.40 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 2575 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION

This description and its accompanying plat were prepared by GHD Inc



6-1-12

M:\US\San Francisco\Projects\California - MB\12-043 Blocks 30-39 ROW Exhibit\06-CA0\UCSF Item 19\ Item 19 exhibit A-1.dwg May 31, 2012 - 5:04pm

16TH STREET

APN 3943/1

APN 3943/3

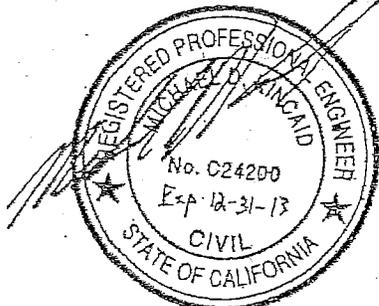
APN 3992/3

LEGEND

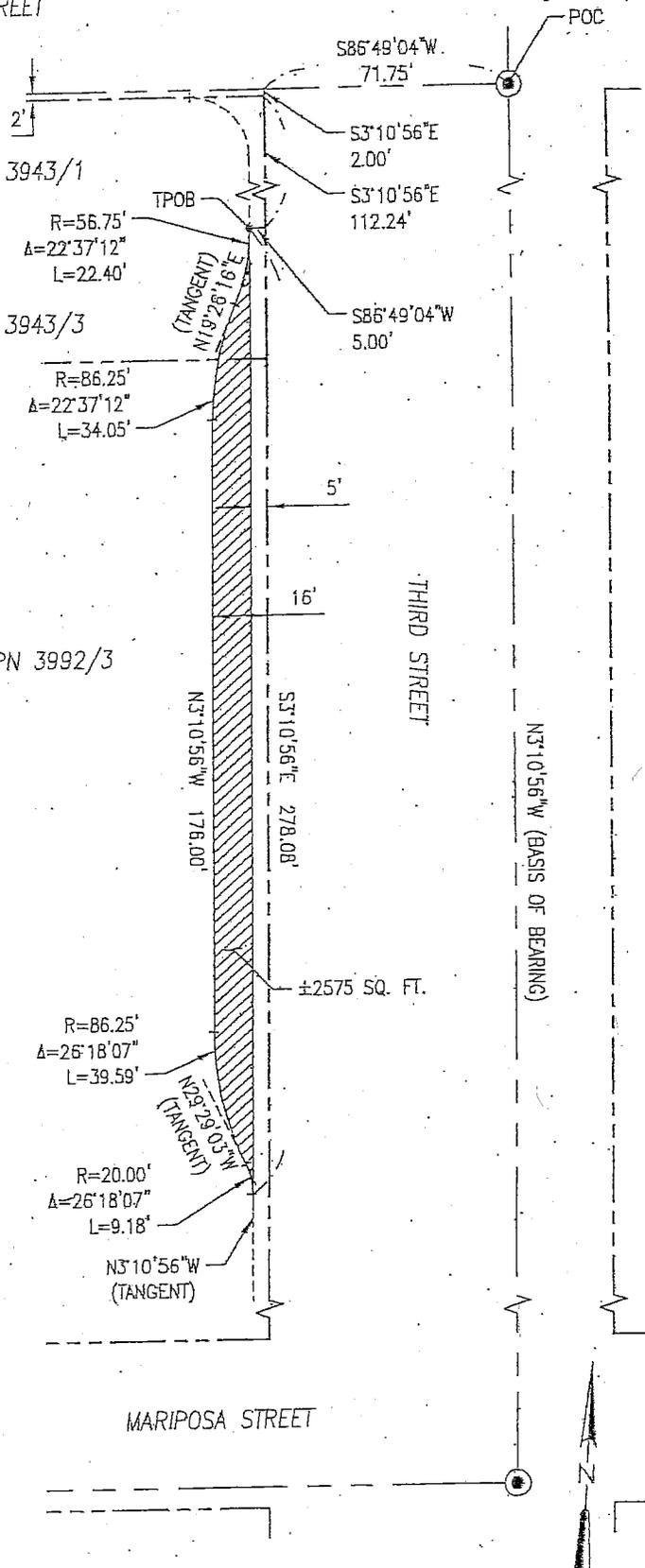
-  LOT LINE, RIGHT-OF-WAY
-  FUTURE DEDICATION LINE
-  MONUMENT LINE
-  EASEMENT BOUNDARY
-  EASEMENT AREA
-  FOUND MONUMENT
-  TPOB
-  POC

BASIS OF BEARING:

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.

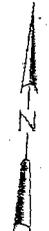


6-1-12



MARIPOSA STREET

N3°10'56"W (BASIS OF BEARING)



 <small>GHD Inc. 47 Montgomery Street Suite 700 San Francisco CA 94104 USA T: 415 223-4279 F: 415 223-4242 W: www.ghd.com</small>		MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO		REVISION
		DR JS	SCALE AS NOTED	DATE 6/1/12
PLAT TO ACCOMPANY LEGAL DESCRIPTION: THIRD STREET SIDEWALK EASEMENT AREA FROM UNIVERSITY OF CALIFORNIA, SAN FRANCISCO				EXHIBIT NO. C

RECORDING REQUESTED BY:

City and County of San Francisco

WHEN RECORDED RETURN TO:

Director of Property
Real Estate Department
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102-6051

Documentary Transfer Tax is Zero;
No fee for recording pursuant to
Government Code § 27383

APN: Block 8723, Lot 008

Space above this line for Recorder's Use

**EASEMENT AGREEMENT
(ADA Compliant Curb Ramps Easement)**

This Easement Agreement ("Agreement") is made this _____ day of _____, 2012, by PAC OPERATING LIMITED PARTNERSHIP, a Delaware limited partnership ("Grantor"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City" or "Grantee"), with reference to the following facts:

A. Grantor is the fee title owner of that certain real property situated in the City and County of San Francisco, State of California, as described on **Exhibit A** (Legal Description) attached hereto and depicted on **Exhibit A-1** (Plat Map) attached hereto (the "Burdened Property"). The Regents of the University of California, a public corporation ("The Regents"), is tenant under that certain Mission Bay South Ground Lease dated January 1, 2006, a memorandum of which was recorded on February 15, 2006, as Document No. 2006-I126965 in the Official Records of the City and County of San Francisco (the "Official Records"), as amended by that certain First Amendment to Mission Bay South Ground Lease dated as of December 15, 2011, a memorandum of which was recorded on December 29, 2011, as Document #2011J326145 in the Official Records, and optionee under that certain Mission Bay South Option Agreement and Grant of Purchase Option dated January 1, 2006, as amended, a memorandum of which was recorded on February 15, 2006, as Document No. 2006-I126966 in the Official Records, as amended by that certain First Amendment to Mission Bay South Memorandum of Lease, Memorandum of Purchase Option, and Performance Deed of Trust; with Substitution of Trustee and Deed of Partial Reconveyance recorded December 29, 2011 as Document No. 2011J326145 in the Official Records.

B. To allow for the widening of Owens Street, Grantor, by separate instrument recorded on or about the date hereof (the "Offer of Dedication"), irrevocably offered to dedicate

to City Grantor's fee title interest in that portion of the Burdened Property adjacent to Owens Street depicted in the drawing attached for informational purposes only as Exhibit B for street, roadway and public utility purposes. It is anticipated that Grantor will ultimately grant the property which is the subject of the Offer of Dedication to City.

C. To allow for the construction, maintenance and use of sidewalks along the future Owens Street Segment and the future Fourth Street Segment between Sixteenth Street and Mariposa Street (respectively, the "Future Owens Street Segment" and the "Future Fourth Street Segment") which are compliant with the Americans with Disabilities Act ("ADA"), Grantee desires to obtain, and Grantor is willing to grant to Grantee, a non-exclusive easement on, over, and within those six areas within the Burdened Property described in Exhibit C attached hereto and shown on the Site Plan attached hereto as Exhibit C-1, respectively, as "Area A," "Area B," "Area C," "Area D," "Area E," and "Area F" (collectively, the "Easement Area") for the purpose of permitting the installation, repair and maintenance of the flared sides of the ADA sidewalk curb ramps, together with a non-exclusive access easement for public pedestrian passage on, over, within and across the Easement Area.

D. The parties anticipate that Grantor, or its successor or assign, or The Regents, or its successor or assign, will construct or cause to be constructed the sidewalks and associated improvements and facilities along the Future Owens Street Segment and the Future Fourth Street Segment, including the flared sides of the ADA sidewalk curb ramps within the Easement Area.

E. Grantor and Grantee desire to enter into this Agreement in order to provide the terms and conditions of the easement across the Easement Area, and The Regents desires to consent to the terms and conditions of this Agreement as tenant and optionee.

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants and agreements of the parties contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. **Grant of Easement.**

(a) Easement. Subject to the provisions of this Agreement, Grantor hereby grants in perpetuity to Grantee, and Grantee hereby accepts, a non-exclusive, irrevocable easement for the benefit of the public on, over, within and across the Easement Area for installation, repair, and maintenance of an ADA sidewalk curb ramp and its flared sides, together with public pedestrian access, passage, ingress, and egress for public sidewalk purposes (the "Easement"). The Easement Area and the sidewalk and curb improvements thereon (the "Sidewalk Improvements") shall be subject to the provisions of San Francisco Public Works Code Section 706, or any successor ordinance concerning sidewalk maintenance.

(b) Reserved Rights; Limitation on Use. Grantee acknowledges that the Easement granted herein is nonexclusive. Grantor, its successors, assigns, grantees, and licensees, shall have the right to use the Easement Area in a manner that will not unreasonably interfere with the use of the Easement Area for the Easement. Grantor, its successors, assigns, grantees, and licensees shall maintain the Easement Area in a manner that provides an unobstructed path of travel that is free from any temporary or permanent physical obstructions

(including without limitation, street furniture, such as benches, planters, tables and chairs, merchandise displays, signboards, and information kiosks).

2. **Term of Agreement.** The term of the Easement shall commence with respect to each increment of the Easement Area on the later of the date this Agreement is recorded in the Official Records of the City and County of San Francisco, State of California (the "Official Records"), or the date the Sidewalk Improvements on such increment of the Easement Area have been determined to be complete (the "Completeness Determination") by the Director of City's Department of Public Works and formal acceptance of the Sidewalk Improvements by City, and shall be perpetual. Grantee may, however, terminate this Easement at any time as to all or any portion of the Easement Area by written notice to Grantor. Upon the termination of the Easement, in whole or in part, in accordance with this Section 2, upon Grantor's request, Grantee shall cause to be executed, acknowledged and delivered on behalf of Grantee to Grantor a quitclaim deed to evidence such termination or partial termination.

3. **Construction.** Grantor and Grantee acknowledge that the parties anticipate that Grantor (or its agent or successor) will construct or cause to be constructed or will cause The Regents (or its agent or successor) to construct or cause to be constructed the initial Sidewalk Improvements on the Easement Area in accordance with designs approved by Grantee's Department of Public Works.

4. **Condition of Property.**

(a) As-Is. Grantor makes no representations or warranties whatsoever under this Agreement with respect to the current physical condition of the Easement Area, and Grantor shall have no responsibility under this Agreement with respect thereto (except as otherwise specifically set forth herein). The use of the Easement herein granted shall be with the Easement Area in its "as is" physical condition, except as otherwise specifically provided herein. Grantee hereby waives any and all claims against Grantor arising from, out of or in connection with the suitability of the physical condition of the Easement Area for the uses permitted under Section 1(a), above. However, Grantor shall not take any action that would unreasonably impair the ability of the public to use the Easement granted herein.

(b) No Interference. Notwithstanding the provisions of Section 4(a) above, neither Grantor nor any subsequent fee owner of the Easement Area, nor their successors and assigns as to all or any portion of such fee, nor any party claiming an interest in the Easement Area through any such party, shall construct or permit any structures on the Easement Area that would interfere with or obstruct the use of the Easement Area for the Easement without the City's prior written approval, which City may withhold in its sole discretion.

(c) Maintenance. Grantor shall maintain or cause The Regents to maintain the Easement Area and Sidewalk Improvements in a safe condition and in such physical condition as specified in City's Public Works Code and with the sidewalk maintenance requirements specified in City's Public Works Code Section 706, or any successor ordinance concerning sidewalks.

5. **Indemnification.**

(a) No Liability. Grantee, by acceptance of the Easement, shall not in any event whatsoever be liable for any injury or damage to any person happening on or about the

Easement Area or the Burdened Property, for any injury or damage to the Easement Area or the Burdened Property, or to any property of any tenant or occupant, or to any property of any other person, entity or association on or about Easement Area or the Burdened Property, except to the extent arising from the willful misconduct or gross negligence of Grantee, its agents or employees.

(b) Indemnity. Grantor, and each successor and assign to Grantor holding an interest in the Easement Area (hereinafter collectively called "Indemnitors"), shall indemnify, defend and hold Grantee, including, but not limited to, all of its boards, commissions, departments, agencies and other subdivisions, including, without limitation, its Department of Public Works, and all of their respective officers, directors, employees and agents (hereinafter collectively called "Indemnified Parties") harmless from all liabilities, penalties, costs, damages, expenses, causes of action, claims or judgments (including without limitation reasonable attorneys fees) (collectively, "Indemnified Claims"), resulting from: (i) injury or the death of any person (including without limitation any Indemnified Party) or physical damage to property, real or personal, of any kind wherever located and by whomever owned (including, without limitation, property owned by an Indemnified Party), occurring in the Easement Area; (ii) any default by such Indemnitor in the observation or performance of any of the terms, covenants or conditions of this Agreement to be observed or performed on such Indemnitor's part; (iii) any use of the Easement or actions on the Easement Area by or on behalf of such Indemnitor; and (iv) the use, generation, processing, production, packaging, treatment, storage, emission, discharge or disposal of Hazardous Materials (as that term is defined hereinbelow) by any party other than Grantee or its employees, contractors or agents on or about the Easement Area; however, Indemnitor shall have no obligation to indemnify, defend or hold harmless any Indemnified Party to the extent any Indemnified Claims arise out of or result from the gross negligence or willful misconduct of any Indemnified Party. Grantor, on behalf of the Indemnitors, specifically acknowledges and agrees that the Indemnitors have an immediate and independent obligation to defend the Indemnified Parties from any claim which actually or potentially falls within this indemnity even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such Indemnified Claim is tendered to any applicable Indemnitor. Indemnitors' obligations under this Section 5 shall survive termination of the Easements as to any indemnification obligation arising out of an event or conditions occurring prior to such termination. For purposes of this Section 5, the term "Hazardous Materials" shall mean any substance, material or waste that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment, including, but not limited to petroleum, petroleum-based products, natural gas, or any substance, material, or waste that is or shall be listed, regulated or defined by federal, state or local statute, regulation, rule, ordinance or other governmental requirement to be hazardous, acutely hazardous, extremely hazardous, toxic, radioactive, biohazardous, infectious, or otherwise dangerous.

(c) Claims. Grantee agrees to use best efforts to give prompt notice to Grantor, at the address for notices to Grantor set forth herein, with respect to any Indemnified Claims initiated or threatened against Grantee that Grantee has reason to believe is likely to give rise to an Indemnified Claim hereunder. Grantor shall, at its option but subject to the reasonable consent and approval of Grantee, be entitled to control the defense, compromise or settlement of any such matter through counsel of Grantor's own choice; provided, however, that in all cases

Grantee shall be entitled to participate in such defense, compromise, or settlement at its own expense. If, in Grantee's reasonable judgment, Grantor shall fail to take reasonable and appropriate action to defend, compromise or settle such Indemnified Claim within a reasonable time following notice from Grantee alleging such failure, Grantee shall have the right to hire counsel at Grantor's sole expense to carry out such defense, compromise or settlement, which expense shall be due and payable to Grantee within thirty (30) days after receipt by Grantor of a properly detailed invoice therefor.

6. **Enforcement.** Grantee, but not the general public, shall have all rights and remedies at law and in equity in order to enforce the Easement and the terms of this Agreement (including, but not limited to, remedies for violation of San Francisco Public Works Code Section 706, or any successor ordinance concerning sidewalk maintenance). All rights and remedies available to City under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other available right or remedy. Subject to Section 7 below, in the event of any breach of this Agreement by Grantor, the City shall be entitled to recover all attorneys' fees and costs reasonably incurred in connection with City's enforcement activities and actions.

7. **Litigation Expenses.**

(a) General. If either party hereto brings an action or proceeding (including any cross-complaint, counterclaim, third-party claim or alternative dispute resolution process described in Section 8 below) against the other party by reason of a default, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing party" within the meaning of this Section 7 shall include without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

(b) Appeal. Attorneys' fees under this Section 7 shall include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action, as provided by statute or the California Rules of Court.

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

8. **Alternative Dispute Resolution.** Grantor and Grantee, by mutual agreement, may submit any factual or other (to the extent either party is not prohibited by law or otherwise from doing so) dispute arising under this Agreement to non-binding arbitration, mediation or other alternate dispute resolution mechanism ("ADR") of non-judicial dispute resolution. The party requesting ADR shall give written notice of its request, specifying the requested ADR procedure, to the other party, who shall notify the requesting party of its agreement or refusal to proceed within ten (10) business days after receipt of the requesting notice. If the parties agree to proceed, they shall select a mutually acceptable individual, with qualifications appropriate to the subject matter of the dispute, to conduct the designated ADR, or, if the parties cannot agree on such individual, they shall submit the dispute for the applicable ADR to a commercial ADR service. In all events, the proceedings shall be conducted only in a manner acceptable to both parties. The parties may enter into operating memoranda from time to time to establish procedures for the initiation and conduct of such ADR mechanisms.

9. **Time.** Time is of the essence of this Agreement and each and every part thereof.

10. **Covenant and Environmental Restriction on Property.** The land described herein may contain hazardous materials in soils and in the ground water under the property, and is subject to a deed restriction (Covenant and Environmental Restriction on Property) dated as of February 23, 2000; and recorded on March 21, 2000, in the Official Records as Document No. 2000-G748552 (the "Covenant and Restriction"), which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. The foregoing statement is required by the Covenant and Restriction and is not a declaration that a hazard exists. This Agreement and the Easement contained herein shall be subject to, and in the use and enjoyment of the Easement Area under this Agreement Grantee shall at all times comply with, all of the terms, covenants, and conditions set forth in and/or imposed as a result of the Covenant and Restriction. Further, the Covenant and Restriction references and requires compliance with the provisions of the Risk Management Plan, Mission Bay Area, San Francisco, California, dated May 11, 1999, as amended (the "RMP"). Accordingly, Grantee hereby acknowledges that it has a copy of the RMP, and hereby covenants that (i) Grantee will comply with the RMP (to the extent the RMP applies to Grantee's activities); (ii) Grantee will obligate other entities with which it contracts for construction, property maintenance or other activities which may disturb soil or groundwater to comply with the applicable provisions of the RMP; and (iii) Grantee (and the entities with which it so contracts) will refrain from interfering with Grantor's compliance with the RMP.

11. **Amendment.** This Agreement may be amended or otherwise modified only in writing signed and acknowledged by Grantor and Grantee, or the successors and assigns of each.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be entitled to be the original and all of which shall constitute one and the same agreement.

14. **References; Titles.** Wherever in this Agreement the context requires, reference to the singular shall be deemed to include the plural. Titles of sections and paragraphs are for convenience only and neither limit nor amplify the provisions of this Agreement.

15. **Notice.** Any notice given under this Agreement shall be in writing and given by delivering the notice in person, by commercial courier or by sending it by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is given. For the convenience of the parties, copies of notices may also be given by telefacsimile, to the telephone number listed below or such other numbers as may be provided from time to time.

Grantor: PAC OPERATING LIMITED PARTNERSHIP
c/o Prologis, Inc.
4545 Airport Way
Denver, Colorado 80239
Attn: General Counsel
Telefacsimile: (303) 567-5761

with a copy to: THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA
Office of the President
1111 Franklin Street, Sixth Floor
Oakland, California 94607-5201
ATTN: Director of Real Estate
Telefacsimile: (510) 987-0199

and to: UNIVERSITY OF CALIFORNIA,
SAN FRANCISCO
Campus Planning
654 Minnesota Street, 2nd Floor
San Francisco, California 94143-0286
Attn: Assistant Vice Chancellor,
Campus Planning
Telefacsimile: (415) 476-9478

and to: UNIVERSITY OF CALIFORNIA,
SAN FRANCISCO
Real Estate Services
654 Minnesota Street, 2nd Floor
San Francisco, California 94143-0287
Attn: Director, Real Estate Services
Telefacsimile: (415) 476-0693

and to: UCSF MEDICAL CENTER
3333 California Street, Suite 115
San Francisco, CA 94143-0913
Attn: Tim Mahaney, Executive Director —
Facilities and Support Services
Telefacsimile: 415-885-3572

Grantee: Director of Property
REAL ESTATE DEPARTMENT
25 Van Ness Avenue, Suite 400
San Francisco, California 94102-6051
Telefacsimile: (415) 552-9216

with a copy to: Director of Department of Public Works
DEPARTMENT OF PUBLIC WORKS
City and County of San Francisco
Room 348, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4605
Telefacsimile: (415) 554-6177

and to: City Attorney, City of San Francisco
Room 234, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4682
Attn: John Malamut
Telefacsimile: (415) 554-4755

Any mailing address or telefacsimile number may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. A person may not give official or binding notice by telefacsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a telefacsimile copy of the notice.

16. Successors and Assigns.

(a) Grantee shall not transfer, assign or convey any interest in this Agreement or in the Easement without the prior written approval of Grantor.

(b) This Agreement shall be binding upon and inure to the benefit of and be binding upon the parties hereto, including (i) any permitted successors and assigns of Grantee to this Agreement and the Easement, including those approved in writing by Grantor, and (ii) all grantees and other successors-in-interest of Grantor in any of the Burdened Property.

17. **Exclusive Benefit of Parties.** The provisions of this Agreement are for the exclusive benefit of Grantor and Grantee and their successors and assigns, subject to the provisions hereof, and not for the benefit of nor give rise to any claim or cause of action by any other person; and this Agreement shall not be deemed to have conferred any rights upon any person except Grantor and Grantee. Nothing herein shall be deemed a dedication of any portion of the Burdened Property to or for the benefit of the general public.

18. **Severability.** If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provisions to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

19. **Entire Agreement.** This Agreement, together with any attachments hereto or inclusions by reference, constitute the entire agreement between the parties on the subject matter hereof, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the Easement which is the subject matter of this Agreement.

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

21. **Default.** Grantee's failure to perform any covenant or obligation of Grantee hereunder and to cure such non-performance within thirty (30) days of written notice by Grantor shall constitute a default hereunder, provided that if more than thirty (30) days are reasonably required for such cure, no event of default shall occur if Grantee commences such cure within such period and diligently prosecutes such cure to completion. Upon such default Grantor shall be entitled to all remedies and means to cure or correct such default, both legal and equitable, allowed by operation of law except termination of the easement herein granted.

22. **Burden on Land.** The Easement created by this Agreement shall be a burden on the Burdened Property, which burden shall run with the land and shall be binding on any future owners and encumbrances of the Burdened Property or any part thereof and their successors and assigns.

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

24. **MacBride Principles — Northern Ireland.** City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. City also urges San Francisco companies to do business with corporations

that abide by the MacBride Principles. Grantor acknowledges that it has read and understands the above statement of City concerning doing business in Northern Ireland.

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

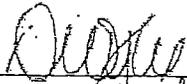
26. **Notices Concerning Use.** Grantor reserves the right to record, post and publish notices as referred to in Sections 813, 1008 and 1009 of the California Civil Code; provided, that such notices shall not affect the rights and obligations of Grantor and Grantee hereunder and, where appropriate, any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

(Signatures on following page)

Consent to Easement

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a public corporation, (i) as the Tenant under that certain Mission Bay South Ground Lease dated January 1, 2006, a memorandum of which was recorded on February 15, 2006, as Document No. 2006-II26965 in the Official Records of the City and County of San Francisco (the "Official Records"), as amended by that certain First Amendment to Mission Bay South Ground Lease dated as of December 15, 2011, a memorandum of which was recorded on December 29, 2011, as Document #2011J326145 in the Official Records, and (ii) as the Optionee under that certain Mission Bay South Option Agreement and Grant of Purchase Option dated January 1, 2006, as amended, a memorandum of which was recorded on February 15, 2006, as Document No. 2006-II26966 in the Official Records, as amended by that certain First Amendment to Mission Bay South Memorandum of Lease, Memorandum of Purchase Option, and Performance Deed of Trust; with Substitution of Trustee and Deed of Partial Reconveyance recorded December 29, 2011 as Document No. 2011J326145 in the Official Records, hereby consents to the terms and conditions of the above Agreement granting the Easement from PAC Operating Limited Partnership, a Delaware limited partnership, to the City and County of San Francisco, a municipal corporation, and further consents to assuming the rights and obligations of Grantor under Sections 5(b), 5(c), 6, 7 and 8 of the above Agreement except to the extent any such obligations or any Indemnified Claims (as defined in the above Agreement) arise from or relate to the acts or omissions of Grantor.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
a public corporation

By: 
Name: Deborah Wylie
Title: AVP - Capital Resources Management

APPROVED AS TO FORM:

JANET C. NORRIS
UNIVERSITY COUNSEL/CITY REGENTS
OFFICE OF THE UNIVERSITY COUNSEL

APPROVED AS TO FORM:

JANET NORRIS

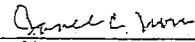
By: 
Janet Norris
University Counsel



EXHIBIT "A"
 LEGAL DESCRIPTION
 (BURDENED PROPERTY)

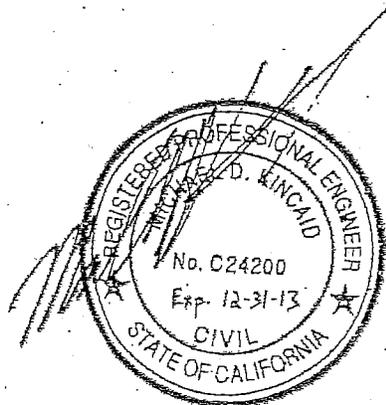
ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 8 IN BLOCK 8723 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JUNE 30, 2005 AS DOCUMENT NO. 2005-H982318 IN REEL 1922, IMAGE 683, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH 86°49'04" WEST, 555.75 FEET; THENCE SOUTH 3°10'56" EAST, 2.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 8, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF SAID LOT 8 LINE FOR THE FOLLOWING TWO (2) ARCS, COURSES AND DISTANCES: (1) SOUTH 3°10'56" EAST, 515.67 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 300.00 FEET; (2) THENCE ALONG SAID CURVE WHICH IS TANGENT TO THE PRECEDING COURSE, THROUGH A SUBTENDED ARC OF 19° 33' 01", A DISTANCE OF 102.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 86°49'04" WEST, 412.82 FEET ALONG THE SOUTH LINE OF SAID LOT 8 TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 3°10'56" WEST, 616.06 FEET ALONG THE WEST LINE OF SAID LOT 8 TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE NORTH 86°49'04" EAST, 430.12 FEET ALONG THE NORTH LINE OF SAID LOT 8 TO THE TRUE POINT OF BEGINNING.

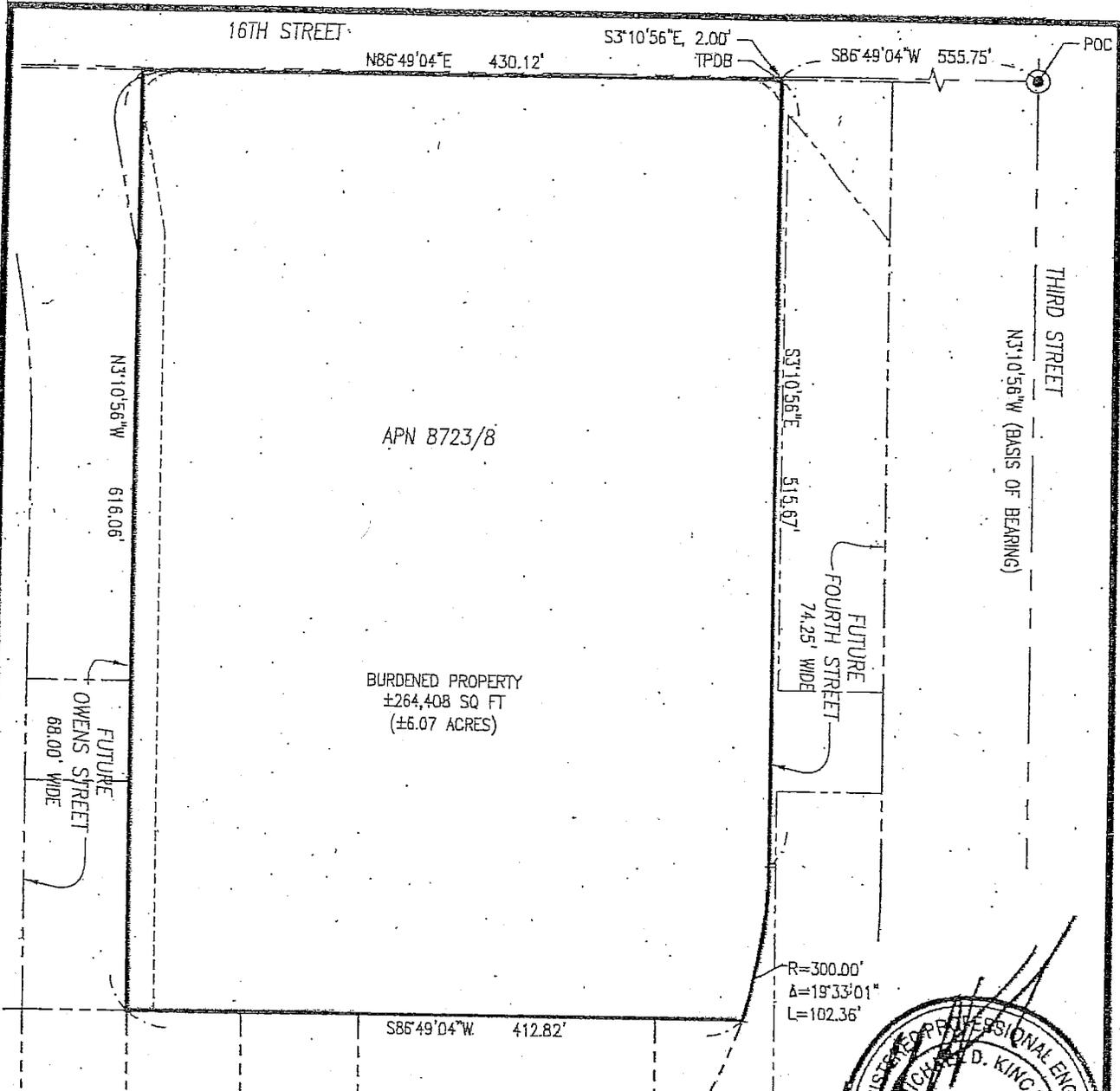
COMPRISING 264,408 SQUARE FEET, OR 6.07 ACRES, MORE OR LESS.

END OF DESCRIPTION

This description and its accompanying plat were prepared by GHD Inc.



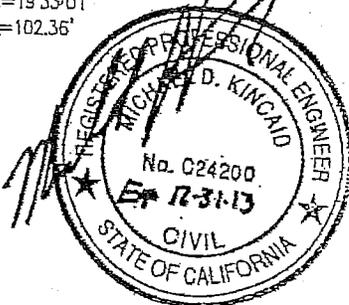
6-1-12



APN 8723/8

BURDENED PROPERTY
±264,408 SQ FT
(±6.07 ACRES)

R=300.00'
Δ=19°33'01"
L=102.36'



LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- FUTURE DEDICATION LINE
- MONUMENT LINE
- BURDENED PROPERTY BOUNDARY
- FOUND MONUMENT
- TRUE POINT OF BEGINNING
- POINT OF COMMENCEMENT

BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



M:\US_San Francisco\Projects\Califellus - MB\12-DAD Blocks 39-39 ROW Exhibits\06-CAD\Block 39-39 block 39-39 exhibit A-1.dwg Jun 10, 2012 - 7:07pm

GHD Inc.
475 Montgomery Street, Suite 700 San Francisco, California 94104 USA
T: 1 415 253 4500 F: 1 415 253 4500
W: www.ghd.com

DR JS
SCALE AS NOTED
DATE 6/1/12

MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO

PLAT TO ACCOMPANY LEGAL DESCRIPTION
BURDENED PROPERTY

REGION

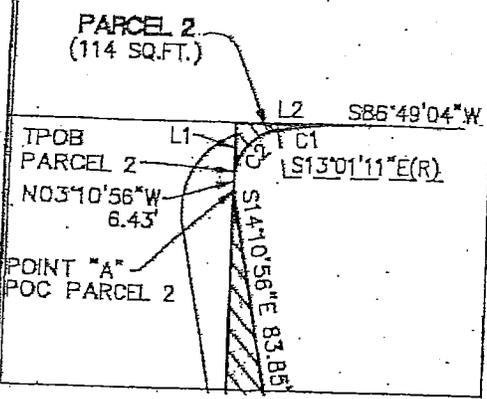
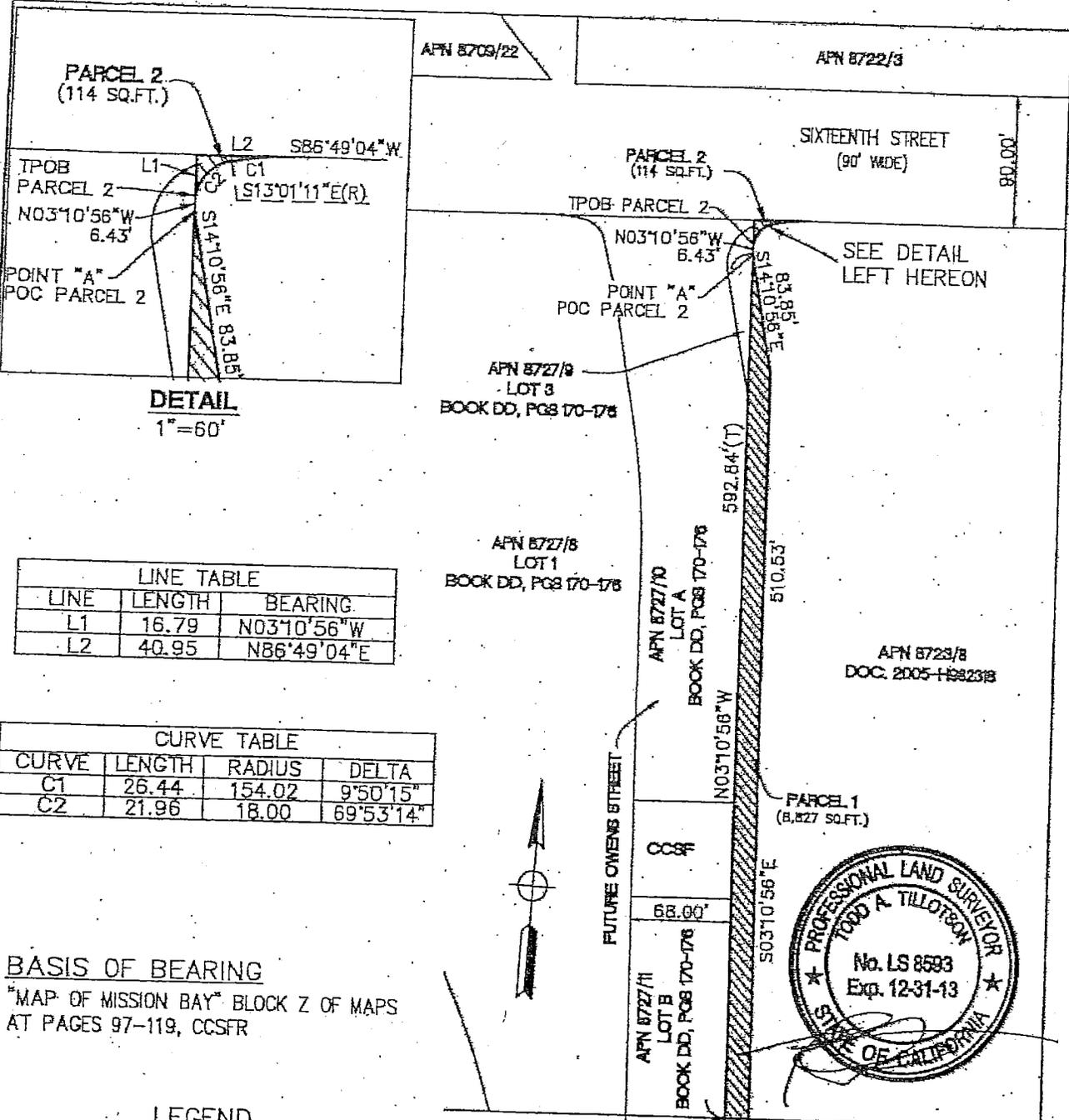
SHEET 1 OF 1

EXHIBIT NO. **A**

EXHIBIT B

DESCRIPTION OF PROPERTY SUBJECT TO OFFER OF DEDICATION

[For informational purposes only.]



DETAIL
1"=60'

LINE TABLE		
LINE	LENGTH	BEARING
L1	16.79	N03°10'56"W
L2	40.95	N86°49'04"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	26.44	154.02	9°50'15"
C2	21.96	18.00	69°53'14"

BASIS OF BEARING
"MAP OF MISSION BAY" BLOCK Z OF MAPS
AT PAGES 97-119, CCSFR

LEGEND

- DEDICATION LINE
- LOT LINE,
- RIGHT-OF-WAY LINE
- DEDICATION AREA
- TRUE POINT OF BEGINNING
- POINT OF COMMENCEMENT
- TOTAL
- (T) RADIAL BEARING
- (R)

FS Associates, Inc.
Land Surveying
701 East H Street, Berkeley, CA 94510
Phone (707) 748-4300 Fax (707) 361-8521

JOB NO: 12033



CITY AND COUNTY OF SAN FRANCISCO		
EXHIBIT B		
PLAT TO ACCOMPANY LEGAL DESCRIPTION, DEDICATION FOR STREET RIGHT-OF-WAY PORTION DOC. 2005 H982318		
SCALE: 1in = 100ft	DATE: 5/30/2012	
DRAWN BY: STAFF	AREA 8,941 SQ. FT.	SHEET NO. 1 OF 1



EXHIBIT "C"
LEGAL DESCRIPTION
(ADA RAMP EASEMENTS)

AREA A

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 8 IN BLOCK 8723 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JUNE 30, 2005 AS DOCUMENT NO. 2005-H982318 IN REEL 1922, IMAGE 683, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS DISK AT THE INTERSECTION OF THE MONUMENT LINE OF 16TH STREET (90.00 FEET WIDE) AND THE MONUMENT LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID MONUMENT LINE OF 16TH STREET SOUTH $86^{\circ}49'04''$ WEST, 985.87 FEET TO THE PROJECTION OF THE WEST LINE OF SAID LOT 8; THENCE ALONG SAID PROJECTION OF THE WEST LINE OF SAID LOT 8 SOUTH $3^{\circ}10'56''$ EAST, 2.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 8 IN BLOCK 8723; THENCE ALONG THE WEST LINE OF SAID LOT 8 SOUTH $3^{\circ}10'56''$ EAST, 92.00 FEET; THENCE LEAVING SAID WEST LINE OF LOT 8 NORTH $86^{\circ}49'04''$ EAST, 13.37 FEET TO A POINT ON THE EAST LINE OF A FUTURE STREET DEDICATION AS DESCRIBED IN THAT CERTAIN OFFER OF DEDICATION RECORDED ON _____, 2012 AS DOCUMENT NO. 2012-_____ IN REEL _____, IMAGE _____, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE OF THE FUTURE STREET DEDICATION FOR THE FOLLOWING TWO (2) COURSES AND DISTANCES: SOUTH $14^{\circ}10'56''$ EAST, 13.78 FEET; THENCE SOUTH $3^{\circ}10'56''$ EAST, 1.00 FEET; THENCE LEAVING SAID EAST LINE OF THE FUTURE STREET DEDICATION NORTH $86^{\circ}49'04''$ EAST, 9.00 FEET; THENCE NORTH $3^{\circ}10'56''$ WEST, 3.00 FEET; THENCE NORTH $48^{\circ}25'38''$ WEST, 16.38 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 82 SQUARE FEET, MORE OR LESS.

AREA B

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 8 IN BLOCK 8723 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JUNE 30, 2005 AS DOCUMENT NO. 2005-H982318 IN REEL 1922, IMAGE 683, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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TENCE ALONG SAID PARELLEL LINE SOUTH 3°10'56" EAST, 17.00 FEET; THENCE LEAVING SAID PARALLEL LINE NORTH 86°49'04" EAST, 4.00 FEET; THENCE NORTH 16°28'18" EAST, 14.87 FEET; THENCE NORTH 3°10'56" WEST, 3.00 FEET; THENCE SOUTH 86°49'04" WEST, 9.00 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 118 SQUARE FEET.

AREA C

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 8 IN BLOCK 8723 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JUNE 30, 2005 AS DOCUMENT NO. 2005-H982318 IN REEL 1922, IMAGE 683, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMPRISING 86 SQUARE FEET, MORE OR LESS.

AREA D

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 8 IN BLOCK 8723 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JUNE 30, 2005 AS DOCUMENT NO. 2005-H982318 IN REEL 1922, IMAGE 683, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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WEST, 3.00 FEET; THENCE NORTH $36^{\circ}06'31''$ EAST, 14.21 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST, 4.00 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 133 SQUARE FEET, MORE OR LESS.

AREA E

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 8 IN BLOCK 8723 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JUNE 30, 2005 AS DOCUMENT NO. 2005-H982318 IN REEL 1922, IMAGE 683, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMPRISING 116 SQUARE FEET.

AREA F

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 8 IN BLOCK 8723 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JUNE 30, 2005 AS DOCUMENT NO. 2005-H982318 IN REEL 1922, IMAGE 683, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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WEST, 22.50 FEET; THENCE NORTH $3^{\circ}10'56''$ WEST, 3.00 FEET; THENCE NORTH $32^{\circ}49'48''$ EAST, 12.41 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST, 18.00 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 276 SQUARE FEET, MORE OR LESS.

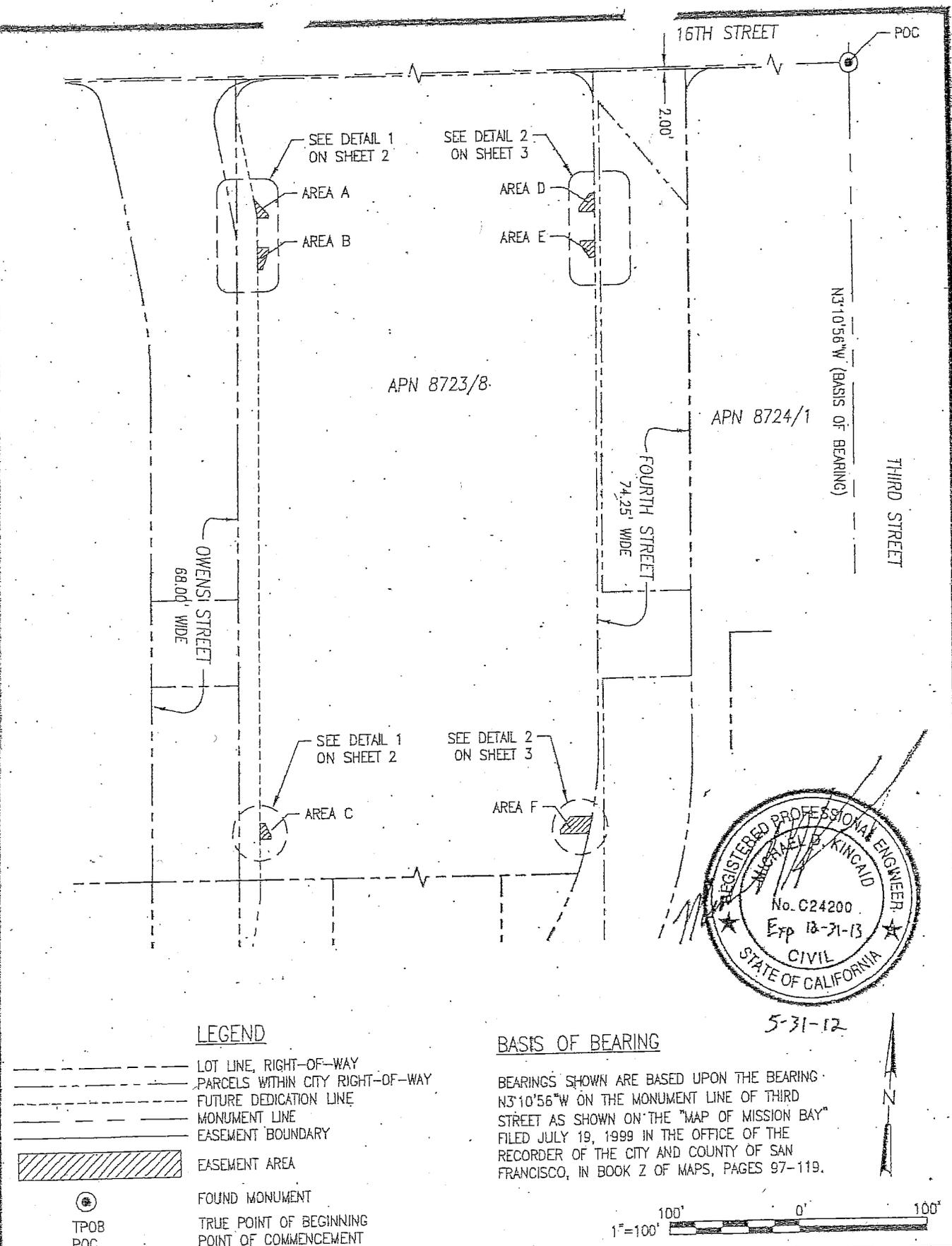
END OF DESCRIPTION

This description and its accompanying plat were prepared by GHD Inc.



5-31-12

N:\US\San Francisco\Projects\California - MB12-040 Blocks 36-39 ROW Exhibits\06-CAD\USCF Item 20 Exhibit C-1 sheets 1-3.dwg May 31, 2012 - 9:25am

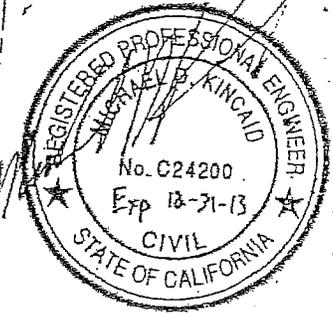


LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- FUTURE DEDICATION LINE
- MONUMENT LINE
- EASEMENT BOUNDARY
- EASEMENT AREA
- FOUND MONUMENT
- TRUE POINT OF BEGINNING
- POINT OF COMMENCEMENT

BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK 2 OF MAPS, PAGES 97-119.



GHD Inc.
417 Montgomery Street, Suite 700 San Francisco, California 94104, USA
T 415 223 4570 F 415 223 4580
W www.ghd.com

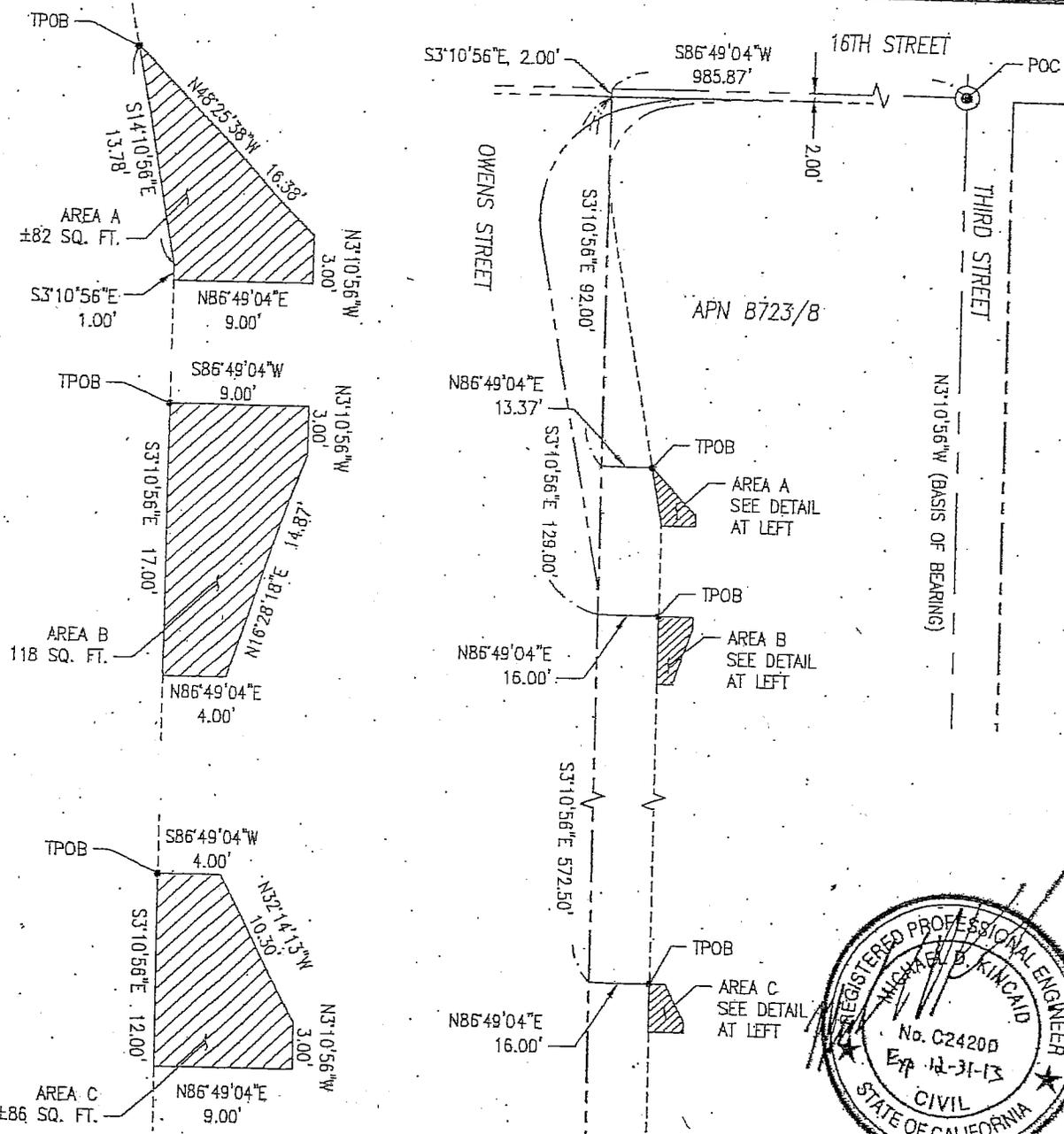


MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO	
DR	JS
SCALE	AS NOTED
DATE	6/1/12

PLAT TO ACCOMPANY LEGAL DESCRIPTION
OWENS STREET AND FOURTH STREET
ADA RAMP EASEMENTS

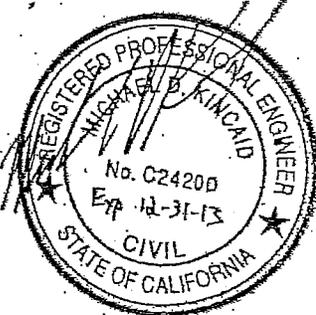
REVISION	
SHEET	1 OF 3
DRAWING NO.	C-1

No. US San Francisco Projects Catalog - MB12-008 Block 38-39 ROW Exhibit 06-CAD\UCSF item 20\ Item 20 exhibit C-1 sheets 1-3.dwg May 31, 2012 - 9:27am



AREAS A, B, & C
1"=10'

DETAIL 1
1"=40'



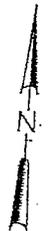
5-31-12

LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- FUTURE DEDICATION LINE
- MONUMENT LINE
- EASEMENT BOUNDARY
- EASEMENT AREA
- FOUND MONUMENT
- TRUE POINT OF BEGINNING
- POINT OF COMMENCEMENT

BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING $N3^{\circ}10'56''W$ ON THE MONUMENT LINE OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



GHD Inc.
 417 Montgomery Street, Suite 700 San Francisco, CA 94104 USA
 T: 415 223 4670 F: 415 223 4300
 W: www.ghd.com



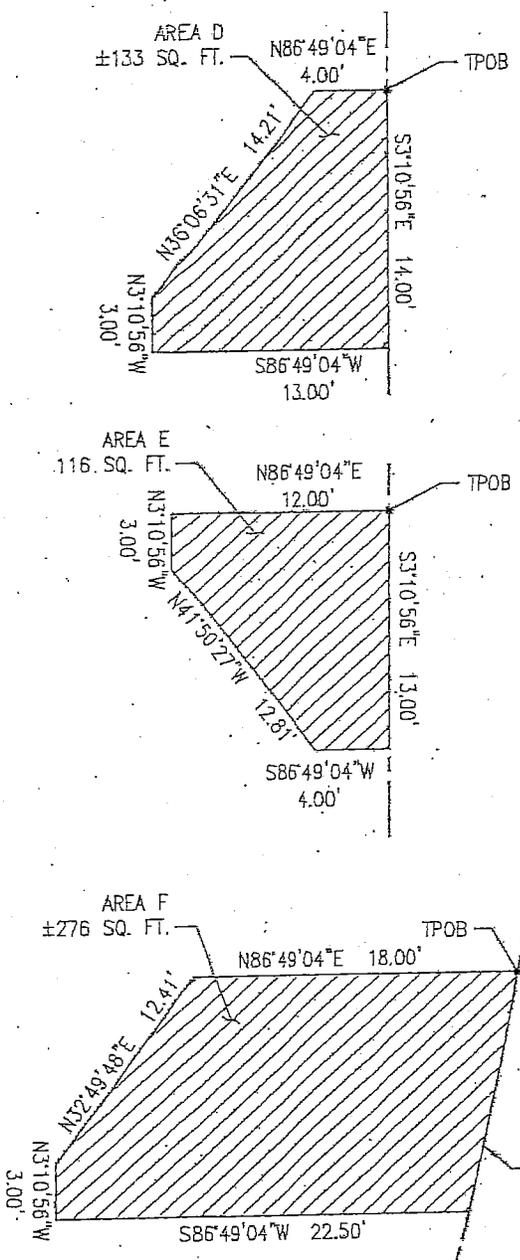
MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO

DR JS
 SCALE AS NOTED
 DATE 6/1/12

PLAT TO ACCOMPANY LEGAL DESCRIPTION
 OWENS STREET AND FOURTH STREET
 ADA RAMP EASEMENTS

REVISION	
SHEET 2 OF 3	
EXHIBIT NO.	C-1

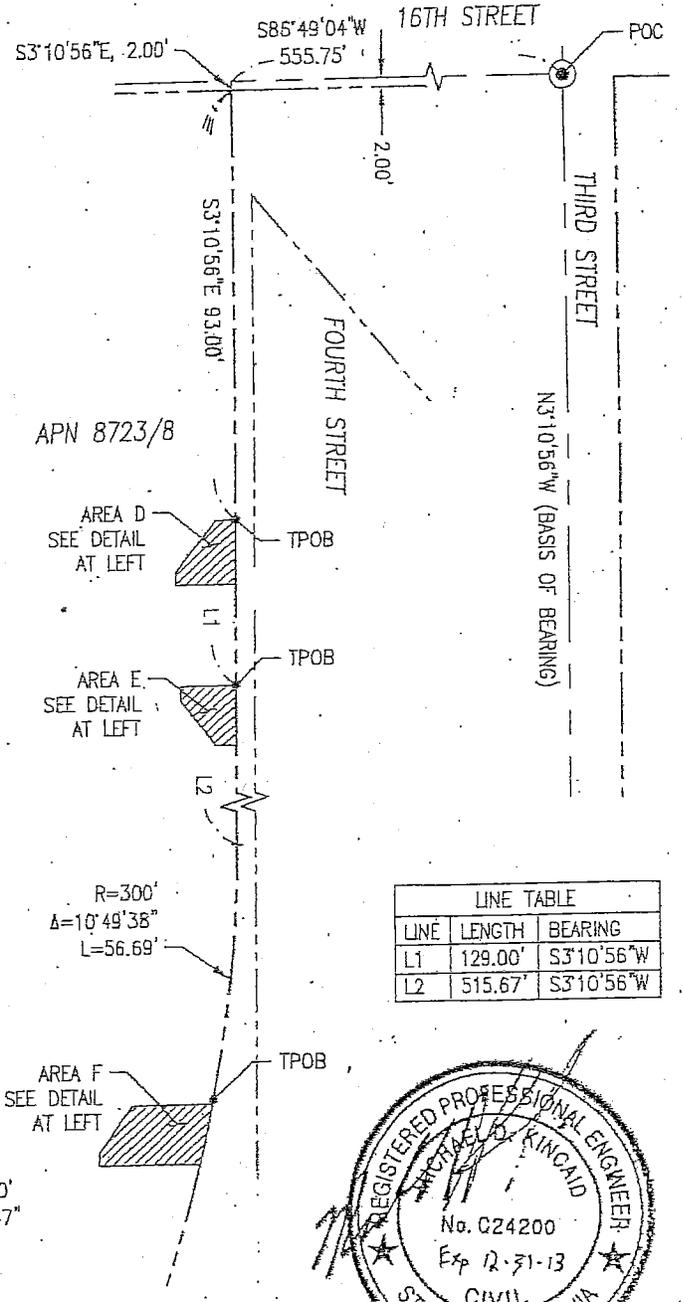
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AREAS D, E, & F
1"=10'

LEGEND

- LOT LINE, RIGHT-OF-WAY
- PARCELS WITHIN CITY RIGHT-OF-WAY
- FUTURE DEDICATION LINE
- MONUMENT LINE
- EASEMENT BOUNDARY
- EASEMENT AREA
- FOUND MONUMENT
- TPOB
- POC



LINE TABLE		
LINE	LENGTH	BEARING
L1	129.00'	S3°10'56"W
L2	515.67'	S3°10'56"W



DETAIL 2
1"=40'

BASIS OF BEARING

BEARINGS SHOWN ARE BASED UPON THE BEARING N3°10'56"W ON THE MONUMENT LINE, OF THIRD STREET AS SHOWN ON THE "MAP OF MISSION BAY" FILED JULY 19, 1999 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, IN BOOK Z OF MAPS, PAGES 97-119.



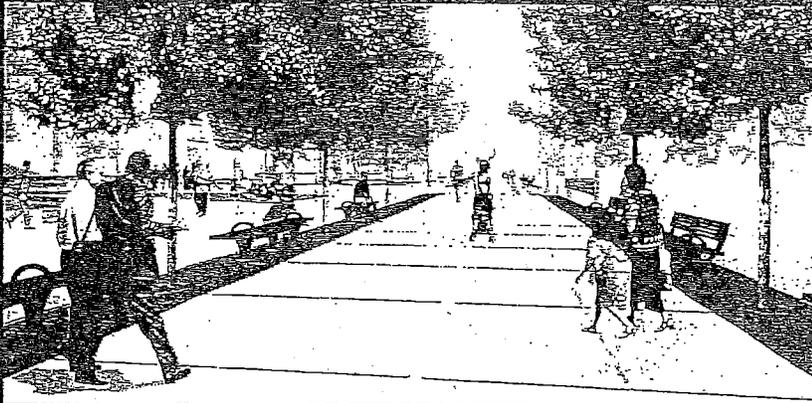
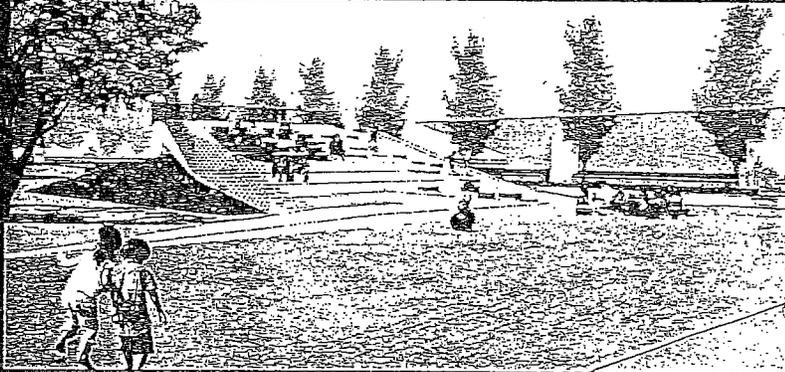
GHD Inc.
471 Montgomery Street Suite 700 San Francisco, California 94142 USA
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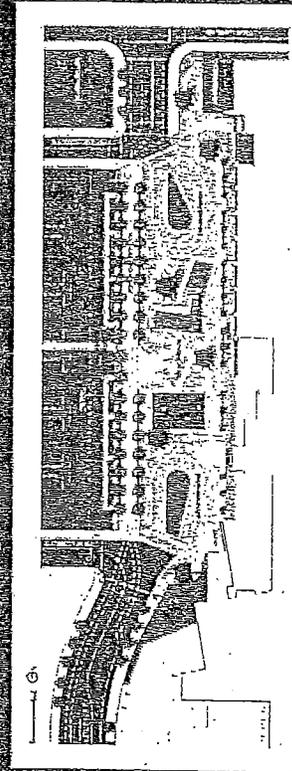
MISSION BAY PROJECT, CITY AND COUNTY OF SAN FRANCISCO		REASON
DR	JS	SHEET 3 OF 3
SCALE	AS NOTED	DATE NO.
DATE	5/1/12	C-1

PLAT TO ACCOMPANY LEGAL DESCRIPTION
OWENS STREET AND FOURTH STREET
ADA RAMP EASEMENTS

Environmental Impact Report UCSF Medical Center at Mission Bay- Fourth Street Public Plaza State Clearinghouse No. 2011122065



Note: Preliminary renderings



University of California
San Francisco



Financial and Administrative Services
Campus Planning



NOTICE OF SALE OF PROPERTY

BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO

The Land Use and Economic Development Committee will consider the following matter on Monday, June 25, 2012, at 3:00 p.m. in Room 263, City Hall. Public Comment is welcome on the matter, pursuant to Government Code Section 54954.3(a), and San Francisco Administrative Code Section 67.15(a).

NOTICE IS HEREBY GIVEN, pursuant to San Francisco Administrative Code Section 23.7 that on Tuesday, June 26, 2012, at 2:00 p.m. in Legislative Chamber, Room 250, City Hall, the Board of Supervisors of the City and County of San Francisco will consider File No. 120632, the sale, transfer, or other conveyance of fee title to City-owned property as follows:

- A Lease for UCSF subsurface utilities below portions of 4th Street between 16th and Mariposa Streets;
- A Lease of Air Space for UCSF pedestrian bridges above portions of 4th Street between 16th Street and Mariposa Streets; and
- An Easement Agreement for UCSF utilities under a portion of 4th Street between 16th and Mission Bay Boulevard South.

Further information related to this matter is available in the Office of the Clerk of the Board of Supervisors in File No. 120632. Written comments may be submitted to the Board and should be addressed to Angela Calvillo, Clerk of the Board, Room 244, City Hall, 1 Dr. Carlton Goodlett Place, San Francisco, 94102.

A handwritten signature in black ink, appearing to read "Angela Calvillo".

Angela Calvillo, Clerk of the Board

DATED/MAILED/POSTED: June 15, 2012

File 120632
4/25/12 - Received
in Committee



June 6, 2012

Re: UCSF Mission Bay Hospital 4th Street configuration between Mariposa St./16th St.

To Whom It May Concern:

The Dogpatch Neighborhood Association voted, after the July 2011 presentation by UCSF at our membership meeting, to overwhelmingly support the plan to have 4th Street between Mariposa St. and 16th St. be a pedestrian and bike through path, with motorized vehicles having access to and from the hospital for drop off/pick up and "major emergency" vehicle use only—no through traffic.

We have been advocating for a plan such as this for years. We feel that it will be more pleasant for the hospital environment and for the neighborhood. We do not want to encourage traffic through our neighborhood for vehicles which would use 4th Street as a through way north and south in and out of San Francisco which might well be the case as this area becomes more built out. The plan to upgrade the off-ramp at Mariposa St. and expand Owens St. and direct traffic to the main routes of Owens, 16th St. and Third St. will keep Dogpatch the livable small-scale neighborhood that it is.

We are pleased that the SF Bicycle Coalition has worked with us and UC to put a great bike path in place.

That said, we all need to continue to work out details of 16th St., Third St., Illinois St. and especially Mariposa St., to better the connections between Potrero Hill, Dogpatch and Mission Bay for a network of pedestrian, bike and vehicular streets/paths/greenways/parks that will be inviting for people using all modes of transportation.

We urge you to support this 4th Street plan.

Sincerely,



Janet Carpinelli
President

Elena Gates, MD
2356 Sutter Street, J140
San Francisco, CA 94115

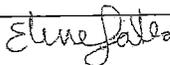
June 6, 2012

To Whom it May Concern:

I am writing to express my strong enthusiasm about and support for the planned public plaza on 4th street between 16th and Mariposa. This plaza will welcome the community to the new UCSF Medical Center at Mission Bay and provide abundant opportunity for UCSF to enhance the health of its neighbors. In addition to promoting pedestrian safety, the 4th Street Public Plaza will offer additional green space at Mission Bay, will be a venue for farmers markets and health fairs, and will provide a physical space for musical performance. In addition, this plaza will enhance the hospital's healing environment in a number of ways. It will be a wonderful place for patients and their families to find escape from the burden of health concerns, to connect with nature, to be active outdoors in a protected setting and to participate in neighborhood events.

As a native San Franciscan and a long-time member of the UCSF Faculty, I am always looking for better ways for us to promote the health of our patients and for new and more meaningful ways for our university to connect with the citizens of San Francisco. Having a welcoming public plaza at the doorstep of our new hospital will provide a wonderful opportunity for us to accomplish these goals.

Sincerely,



Elena Gates, MD

June 4, 2012

To Whom It May Concern:

We are writing as neighbors and as parents of a child who has spent many weeks at the UCSF Benioff Children's Hospital on Parnassus for treatment of Sickle Cell Anemia and a Bone Marrow Transplant. We are definitely in favor of and enthusiastically support the idea of the proposed Fourth Street Public Plaza at the new UCSF Medical Center at Mission Bay.

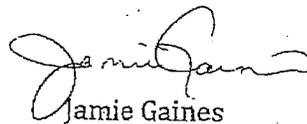
During the nine years of treatment at UCSF, we have most appreciated the excellent service and professionalism with the medical staff and the feeling that we were a part of a larger UCSF family. The older facilities were not always the most accommodating and sometimes they made our longer stays feel claustrophobic and depressing because of the lack of access to natural sunlight, air and outdoor areas that allowed family and friends to gather and de-stress.

We are elated to hear of the proposal for the new park and amphitheater because we know that our family and other families will benefit from a beautiful, warm and healing outdoor space that is absolutely necessary when families are experiencing the stress that is endemic in families facing serious diseases and sick children.

The Fourth Street Public Plaza will help to balance out the entire experience for families of those who are hospitalized. The medical team is already the best there is and now there can be a facility that will equal your staff.

Regards,


Dr. Frederick Gaines


Jamie Gaines

May 31st, 2012

Brian Bender
1743 11th Ave.
San Francisco, CA 94122
415-504-6601

To whom it may concern,

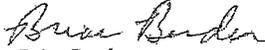
I am a member of the UCSF Family Advisory Council. I strongly support building the Fourth Street Public Plaza. This project will make a great looking hospital center, look even better.

It will provide a wonderful place for patients and families to relax outside in a beautiful environment.

As a parent of child who spent many months at the UCSF Parnassus Campus, I would have welcomed a place like this to step away from the medical environment to relax and reflect.

I urge you to allow this project to happen.

Sincerely,


Brian Bender