

File No. 170768 Committee Item No. 2
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Committee: Land Use and Transportation Committee Date July 10, 2017

Board of Supervisors Meeting Date _____

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- MME JT MTAB Reso Signed
- PLTA Exhibits A-1 - R
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Completed by: Erica Major Date July 7, 2017
Completed by: _____ Date _____

1 [Interdepartmental Jurisdictional Transfer of City Property - 25th, Illinois, Cesar Chavez, and
2 Maryland Streets - \$29,700,000]

3 **Resolution approving the jurisdictional transfer of approximately 17 acres of City-**
4 **owned real property comprised of portions of Assessor's Parcel Block Nos. 4297, 4298,**
5 **4299, 4300, 4310, and 4313, and bounded by 25th, Illinois, Cesar Chavez, and Maryland**
6 **Streets, in the City and County of San Francisco, from the Port Commission to the**
7 **Municipal Transportation Agency for no additional consideration; and making findings**
8 **of consistency with the General Plan, and the eight priority policies of Planning Code,**
9 **Section 101.1.**

10
11 WHEREAS, Pursuant to the Mission Bay Port Land Transfer Agreement, dated
12 November 16, 1998, the San Francisco Port Commission ("Port") acquired a site commonly
13 known as the Western Pacific Railroad Yard; and

14 WHEREAS, The Port and the San Francisco Municipal Transportation Agency
15 ("SFMTA") entered into a Memorandum of Understanding dated as of January 25, 2001
16 ("MOU"), a copy of which is on file with the Clerk of Board of Supervisors in File No. 170768
17 and incorporated herein by reference, which granted the SFMTA the right to use a portion of
18 the Western Pacific Railroad Yard, comprised of approximately 17 acres and bounded by
19 25th, Illinois, Cesar Chavez, and Maryland Streets ("Property") for light rail vehicle storage,
20 operations and maintenance facilities serving the 3rd Street Light Rail and for other incidental
21 SFMTA operational needs ("Permitted Uses") in perpetuity for so long as the Property is used
22 for the Permitted Uses; and

23 WHEREAS, On February 27, 2001, the Port Commission approved the MOU by
24 Resolution No. 01-15, a copy of which is on file with the Clerk of Board of Supervisors in File
25 No. 170768 and incorporated herein by reference; and

1 WHEREAS, On March 6, 2001, the SFMTA Board of Directors approved the MOU by
2 Resolution No. 01-018, a copy of which is on file with the Clerk of Board of Supervisors in File
3 No. 170768 and incorporated herein by reference; and

4 WHEREAS, The SFMTA used the Property to build the Muni Metro East Rail Facility,
5 which houses operating and maintenance functions for Muni light rail vehicles and historic
6 streetcars that are used or daily transit service; and

7 WHEREAS, The MOU requires the Port to seek the necessary approvals for a
8 jurisdictional transfer of the Property to the SFMTA on the satisfaction of certain conditions,
9 and interdepartmental transfers of City property must be approved by the Board of
10 Supervisors; and

11 WHEREAS, As required under the MOU, the SFMTA paid the Port \$29,700,000 for the
12 perpetual use (subject to satisfaction of conditions in the MOU) and future jurisdictional
13 transfer of the Property (the "Transfer Price") in 2001, with \$25,700,000 of such amount
14 representing the fair market value of the Property and \$4,000,000 of such amount was used
15 by the Port to construct the Illinois Street Bridge over Islais Creek; and

16 WHEREAS, The jurisdictional transfer conditions in the MOU have been fully satisfied,
17 and the Port and the SFMTA wish to pursue such jurisdictional transfer; and

18 WHEREAS, On June 6, 2017, the SFMTA Board of Directors adopted Resolution No.
19 170606-072, which authorized the Director of Transportation to work with the City's Director of
20 Property to seek the jurisdictional transfer of the Property to the SFMTA), a copy of which is
21 on file with the Clerk of Board of Supervisors in File No. 170768 and incorporated herein by
22 reference; and

23 WHEREAS, In accordance with Section 23.14 of the Administrative Code, the Director
24 of Property has determined and reported to the Mayor that the Transfer Fee was the
25 estimated fair market value of the Property for the perpetual use and future jurisdictional

1 transfer of the Property at the time it was paid by the SFMTA in 2001, as determined by an
2 independent appraisal update dated August 15, 2000, and in his opinion, the Property can be
3 used more advantageously by the SFMTA and has therefore recommended that the transfer
4 be made in consideration of the SFMTA's payment of the Transfer Price in 2001; and

5 WHEREAS, In accordance with the provisions of Section 23.15 of the Administrative
6 Code, the Mayor agrees the Property can be used more advantageously by the SFMTA and
7 recommends that the Board of Supervisors approve the jurisdictional transfer of the Property
8 to the SFMTA in consideration of its payment of the Transfer Price to the Port in 2001 and
9 satisfaction of certain other conditions described in the MOU; and

10 WHEREAS, Under Section 15(b) of the MOU, if this Board approves of the
11 jurisdictional transfer of the Property to the SFMTA, the Director of Property will record a
12 Declaration of Maritime and Industrial Uses, a copy of which is on file with the Clerk of Board
13 of Supervisors in File No. 170768 and incorporated herein by reference, in the Official
14 Records of San Francisco County; and

15 WHEREAS, The proposed jurisdictional transfer of the Property is not subject to
16 Chapter 23A of the Administrative Code because it is not "surplus property" as defined in
17 Section 23A.4 of the Administrative Code; and

18 WHEREAS, Because the Transfer Price was established and paid, and the MOU was
19 approved by the SFMTA's Board of Directors and the Port Commission, in 2001, the Director
20 of Property does not need to obtain an "appraisal" or "appraisal review" (both as defined in
21 Section 23.2 of the Administrative Code) for the Property as required under Section 23.14 of
22 the Administrative Code, as such requirement became effective on July 24, 2016; and

23 WHEREAS, On May 9, 2017, the SFMTA, under authority delegated by the Planning
24 Department, determined that the jurisdictional transfer of the Property is not a "project" under
25

1 the California Environmental Quality Act pursuant to Title 14 of the California Code of
2 Regulations Sections 15060(c) and 15378(b)); and

3 WHEREAS, On May 14, 2002, the City Planning Department issued a letter regarding
4 the MUNI Metro East Light Rail Vehicle Maintenance and Operations Facility, finding the
5 project and associated street vacations, on balance, in conformity with the General Plan and
6 the Eight Priority Policies of Planning Code Section 101.1, in Case No. 96.281R, a copy of
7 which is on file with the Clerk of Board of Supervisors in File No. 170768 and
8 incorporated herein by reference; now, therefore, be it

9 RESOLVED, In accordance with Section 23.16 of the Administrative Code, this Board
10 of Supervisors determines that the Property can be used more advantageously by the
11 SFMTA; and be it

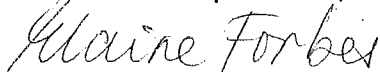
12 FURTHER RESOLVED, That this Board of Supervisors hereby finds that the
13 jurisdictional transfer is consistent with the General Plan and the Eight Priority Policies of City
14 Planning Code Section 101.1 for the same reasons as set forth in the City Planning
15 Department letter of May 14, 2002, and hereby incorporates such findings by reference as
16 though fully set forth in this Resolution; and be it

17 FURTHER RESOLVED, That jurisdiction of the Property is hereby transferred to the
18 SFMTA on the terms of the MOU.

19
20 RECOMMENDED:

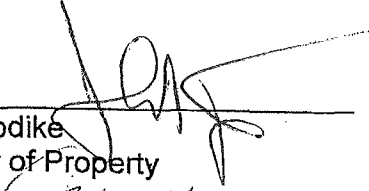
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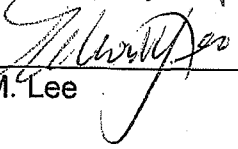
22 Edward Reiskin
23 Director of Transportation, SFMTA

24 

25 Elaine Forbes
Executive Director, San Francisco Port Commission

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John Updike
Director of Property


Edwin M. Lee
Mayor

170768

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. 170606-072

WHEREAS, The San Francisco Port Commission (Port) and the San Francisco Municipal Transportation Agency (SFMTA) entered into a Memorandum of Understanding dated January 25, 2001 (MOU), which granted the SFMTA the right to use certain Port Property comprised of approximately 17 acres and bounded by 25th, Illinois, Cesar Chavez, and Maryland Streets in San Francisco (portions of Blocks 4297, 4298, 4299, 4300, 4310, and 4313) (Property) in perpetuity for the development and permanent operation of a light rail vehicle operations and maintenance facility to serve the 3rd Street/T-Light Rail line and provided for other incidental SFMTA uses; and,

WHEREAS, The SFMTA paid the Port the Property's fair market value of \$25,700,000 in 2001 for the perpetual use and future jurisdictional transfer of the Property and paid an additional \$4,000,000 towards construction of the Illinois Street Bridge; and,

WHEREAS, The 13-acre Muni Metro East Light Rail Vehicle Maintenance and Operations Facility (MME) at the Property went into service in September 2008 and 4 acres of the Property remain available for the future expansion of MME to accommodate the growing transit fleet; and,

WHEREAS, The primary MOU jurisdictional transfer condition gave the Port 7 years to request that the State Land Commission burden some or all of the Property with the State public trust and the Burton Act if such designation would not interfere with the SFMTA's use of the Property, which designation the Port is no longer pursuing; and,

WHEREAS, Interdepartmental jurisdictional transfers of City property must be approved by the Board of Supervisors and the SFMTA and Port are seeking such approval to transfer jurisdiction of the Property to the SFMTA now that certain MOU conditions have been satisfied; and,

WHEREAS, On May 9, 2017, the SFMTA, under authority delegated by the Planning Department, determined that the jurisdictional transfer of the Property is not a "project" under the California Environmental Quality Act (CEQA) pursuant Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors, and is incorporated herein by reference; now, therefore, be it

RESOLVED, The Board of Directors authorizes the Director of Transportation to request the City's Director of Property to submit legislation, on the recommendation of the San Francisco Municipal Transportation Agency (SFMTA) and San Francisco Port Commission (Port), to the Board of Supervisors for the jurisdictional transfer of the certain Port Property comprised of

approximately 17 acres and bounded by 25th, Illinois, Cesar Chavez, and Maryland Streets in San Francisco (portions of Blocks 4297, 4298, 4299, 4300, 4310, and 4313 to the SFMTA and, be it further

RESOLVED, The Board of Directors authorize the Director of Transportation to execute a Declaration of Maritime and Industrial Uses as required in the MOU for the jurisdictional transfer.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting June 6, 2017.

A handwritten signature in cursive script that reads "R. Boomer". The signature is written in black ink and is positioned above a horizontal line.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

MEMORANDUM

February 27, 2001

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Brian McWilliams, Vice President
Hon. Denise McCarthy, Commissioner
Hon. Michael Hardeman, Commissioner
Hon. Pius Lee, Commissioner

FROM: Douglas F. Wong
Executive Director

SUBJECT: Adoption of Findings under the California Environmental Quality Act and Approval of Memorandum of Understanding between the Port and the Public Transportation Commission (MUNI) to Lease a 17 acre parcel of the Western Pacific Railroad Yard located adjacent to Pier 80 between Illinois, Cesar Chavez, Maryland and 25th Streets.

DIRECTOR'S RECOMMENDATION: APPROVE RESOLUTION

Background

Pursuant to Mission Bay Port Land Transfer Agreement, dated November 16, 1998, the Port acquired from Catellus Development Corporation an approximately 27 acre site commonly known as the Western Pacific Railroad Yard. The Port holds title to the portion of the Western Pacific Railroad Yard outside the 150 foot shoreline band free and clear of the public trust.

MUNI is presently undertaking planning and development of the Third Street Light Rail System, which will extend light rail service along the Third Street Corridor across the Peter R. Maloney (Fourth Street) Bridge to Bay View/Hunters Point. The Third Street Light Rail will significantly benefit the Port by providing improved public transportation and access to Port property located in the Southern Waterfront area, including the Mission Bay open space located within Port jurisdiction, the Port's opportunity area at Pier 70, the Port's marine terminals at Pier 80 and 94-96, and Port open space at Islais Creek and Heron's Head Park.

THIS PRINT COVERS CALENDAR ITEM NO. **4A**

An essential component of the Third Street Light Rail System is the MUNI Metro East Maintenance and Operations Facility, which will serve as the maintenance and storage yard for light rail cars along the Third Street Light Rail line. The Port and MUNI have identified an approximately 17 acre site of the Western Pacific Railroad Yard as the optimum site for the MUNI Metro East Maintenance and Operations Facility.

MUNI has expressed an interest in leasing the 17 acre site from the Port, and Port staff has negotiated the terms and conditions for MUNI's proposed use of the property. These terms have been incorporated into a Memorandum of Understanding (MOU), which is on file with the Commission Secretary.

MUNI has obtained financing from the Transportation Authority (TA) to pay for MUNI's use of the Western Pacific site and has also received an additional \$4 million which MUNI will allocate toward the funding of the Illinois Street Bridge. The Illinois Street Bridge will allow the Port to continue rail service to the Pier 80 Cargo Container Facility and greatly enhance truck access to the Port's maritime facilities at Piers 80 and 94/96.

The basic terms and conditions of the MOU are discussed below:

Proposed Terms and Conditions

- (1) **Premises:** Approximately 17 acres of real property located at the Western Pacific Railroad Yard parcel, bounded by Illinois, Cesar Chavez, Maryland and 25th Streets, as more particularly described in Exhibit A attached hereto.
- (2) **Use Fee:** \$25.7 million, in a one-time advance payment, which represents the fair market value of the Premises.
- (3) **Pass Through:** MUNI shall further pay to the Port \$4 million, which was allocated by the Transportation Authority, for the construction of the Illinois Street Bridge.
- (4) **Use:** The construction and operation of the MUNI Metro East Maintenance Facility including; light rail vehicle storage, operations and maintenance facilities serving 3rd Street Light Rail and for other MUNI operational needs.
- (5) **Term:** MUNI shall have exclusive use of the property, in perpetuity, for so long as the Premises are used for the permitted uses under the MOU.
- (6) **Environmental Remediation:** Muni agrees to assume the liability for the handling of any hazardous materials on the 17 acres of the Western Pacific site.
- (7) **Public Trust:** The Port may desire to place the State Public Trust (Trust) on the 17 acres of the Western Pacific Railroad Yard. The Port shall have up to 7 years to place the Trust on the 17 acres. If at the end of 7 years the Port has not placed the Trust on the Western Pacific site, then the 17 acres will become Muni fee-owned property through a City interdepartmental transfer.

- (8) Right of First Refusal: If the Port chooses to sell the remaining 10 acres of the Western Pacific property in the future, MUNI shall have the right of first refusal for the acquisition, at fair market value, of said property. MUNI shall have 60 days to exercise its right after formal notice from the Port of the property's availability.
- (9) Assignment of Lease: The Port currently has a lease on the Premises with Pacific Cement Company. The lease expires on June 30, 2001. Muni has agreed on assignment of that lease from the Port for the remainder of the lease term.
- (10) Acknowledgement and Waiver: If the Port transfers the Premises to MUNI in fee, MUNI agrees that future occupants will acknowledge the Port's industrial and other uses in the area, and will waive rights to bring suit against the Port arising out of the impacts of Port uses on the Premises.

Environmental Review under California Environmental Quality Act ("CEQA") and National Environmental Policy Act ("NEPA")

MUNI has applied for and received all environmental clearances from the City and County of San Francisco Planning Department, Office of Environmental Review (OER). The Final Environmental Impact Statement/Environmental Impact Report (Final EIS/EIR) was published on November 16, 1998. On December 3, 1998, the San Francisco Planning Commission certified the Final EIR in Motion No. 14742 finding in its independent judgement, that the Final EIS/EIR was objective, complete and in compliance with CEQA. In addition, OER issued a document titled "Third Street Light Rail Project CEQA/NEPA Reevaluation" dated February 21, 2001. The Port Commission has been provided with copies of the Final EIS/EIR and the Addendum prior to the February 27, 2001 meeting.

The Port Commission is being asked to authorize the Executive Director to execute the attached MOU with MUNI for 17 acres of the Western Pacific Railroad Yard, and to adopt certain findings under the California Environmental Quality Act with regard to the Final EIS/EIR.

Prepared by: Mark W. Lozovoy, Assistant Deputy Director, Real Estate

**PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

RESOLUTION NO. 01-15

- WHEREAS, Charter Section B3.581 empowers the Port Commission with the power and duty to use, conduct, operate, maintain, manage, regulate and control Port area of the City and County of San Francisco; and
- WHEREAS, the Port and Catellus Development Corporation (“Catellus”) are parties to the Port Land Transfer Agreement (“PLTA”), dated as of November 16, 1998. Under the PLTA, the Port agreed to transfer certain Port lands to Catellus in exchange for, among other things, the Western Pacific Railroad Yard located adjacent to Pier 80; and
- WHEREAS, MUNI is presently undertaking planning and development of the Third Street Light Rail System, which will extend light rail service along the Third Street Corridor across the Peter R. Maloney (Fourth Street) Bridge to Bay View/Hunters Point. The Third Street Light Rail will significantly benefit the Port by providing improved public transportation and access to Port property located in the Southern Waterfront area, including the Mission Bay open space located within Port jurisdiction, the Port’s opportunity area at Pier 70, the Port’s marine terminals at Pier 80 and 94-96, and Port open space at Islais Creek and Heron’s Head Park; and
- WHEREAS, an essential component of the Third Street Light Rail System is the MUNI Metro East Maintenance and Operations Facility, which will serve as the maintenance and storage yard for light rail cars along the Third Street Light Rail line. The Port and MUNI have identified an approximately 17 acre site of the Western Pacific Railroad Yard as the optimum site for the MUNI Metro East Maintenance and Operations Facility; and
- WHEREAS, the Public Transportation Agency (MUNI) has proposed to construct and operate the MUNI Metro East Maintenance Facility on a 17 acre parcel of the Western Pacific Railroad Yard parcel, as shown on Exhibit A attached to the Memorandum of Agenda Item 4A for the February 27, 2001, Port Commission meeting; and
- WHEREAS, Port staff has negotiated the terms and conditions for MUNI’s proposed use of the Western Pacific site, which have been incorporated into a Memorandum of Understanding (MOU) between the Port and MUNI, the terms of which are set forth in the Memorandum of Agenda Item 4A for the Port Commission meeting of February 27, 2001; and
- WHEREAS, in August 1997, MUNI began preparation of an Environmental Impact Statement/Report (EIS/R) for the Third Street Light Rail Project that considered three alternatives: No Project Alternative, a No Build/Transportation systems Management (TSM) Alternative (upgraded diesel service) and a Light Rail Build Alternative; and

- WHEREAS, on April 3, 1998, a Draft Environmental Impact Statement/Draft Environmental Impact Report (“DEIS/DEIR”) was published by the Federal Transit Administration and San Francisco Planning Department, respectively, (State Clearinghouse No. 96102097, SF Case File No. 96.281E) for an expansion of MUNI light rail service to the Third Street Corridor; and
- WHEREAS, on June 23, 1998, the Public Transportation Commission (“PTC”) selected the Light Rail Build Alternative, with two project phases, as the Locally Preferred Alternative; and
- WHEREAS, pursuant to CEQA, the Guidelines for Implementation of CEQA, Title 15 California Code of Regulations Sections 15000 et seq., (“CEQA Guidelines”) and Chapter 31 of the San Francisco Administrative Code (“Chapter 31”), entitled Environmental Quality, and the National Environmental Policy Act (“NEPA”) 42 U.S.C. Section 102 et seq., and the Council on Environmental Quality Regulations, 40 C.F.R. 1500.1 et seq., all written and oral comments were considered and analyzed; and
- WHEREAS, the Final Environmental Impact Statement/Environmental Impact Report (“Final EIS/EIR”) was published on November 16, 1998; and
- WHEREAS, on December 3, 1998, the Planning Commission as the lead agency pursuant to CEQA, the CEQA Guidelines and Article 31, certified the Final EIS/EIR in Motion No. 14742, finding in its independent judgment, that the Final EIS/EIR was objective, complete and in compliance with CEQA and the CEQA Guidelines; and
- WHEREAS, on February 21, 2001, the City’s Planning Department issued an Addendum entitled “Third Street Light Rail Project CEQA/NEPA Reevaluation;” and
- WHEREAS, a copy of the Final EIS/EIR and the Addendum have been reviewed and considered by the Port Commission and are on file with the Secretary of the Port Commission for this item; now, therefore, be it
- RESOLVED, that this Commission, in exercising its independent judgment, makes and adopts the findings under CEQA, incorporated by reference and attached hereto as Attachment A, for approval of the Light Rail Alternative; and, be it further
- RESOLVED, that the mitigation measures described in Section IV(A) of Attachment A attached to this Resolution and incorporated by reference herein which impact the proposed Memorandum of Understanding are adopted as conditions of approval and shall be the responsibility of MUNI to implement under the Mitigation Monitoring Program attached as Exhibit 1 to Attachment A; and, be it further

RESOLVED, that based upon this Commission's review of the Final EIS/EIR and the Addendum, the Commission further finds that (1) modifications incorporated into the project will not require important revisions to the Final EIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (2) no substantial changes have occurred with respect to the circumstances under which the project will be undertaken which would require major revisions to the Final EIS/EIR due to the involvement of new environmental effects, or a substantial increase in the Resolution No. 01-15, severity of effects identified in the Final EIS/EIR; and (3) no new information of substantial importance to the project has become available which would indicate (a) the project has significant effects not discussed in the Final EIS/EIR, (b) significant environmental effects will be substantially more severe; (c) mitigation measures or alternatives found not feasible which would reduce one or more significant effects have become feasible; or (d) mitigation measures or alternatives which are considerably different from those in the Final EIS/EIR would substantially reduce one or more significant effects on the environment; and be it further

RESOLVED, that the San Francisco Port Commission, hereby approves the Memorandum of Understanding upon the terms and conditions set forth in the Memorandum of Agenda Item 4A for the February 27, 2001 Port Commission meeting, and authorizes the Executive Director to execute the Memorandum of Understanding in such final form as is approved by the City Attorney; and be it further

RESOLVED, that the Port Commission hereby approves the Assignment of Lease No. L-12645, dated May 18, 1990, assigning such lease to from the Port to MUNI in such form as is approved by the City Attorney; and be it further

RESOLVED, that the Port Commission authorizes the Executive Director, in consultation with the City Attorney, to take all such further action, including executing further documents or assurances necessary to implement the intent of this Resolution.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of February 27, 2001.

Amy Quesada

Digitally signed by Amy Quesada
DN: cn=Amy Quesada, o=Port of San
Francisco, ou=Port Executive,
email=amy.quesada@sfport.com, c=US
Date: 2015.02.03 09:11:43 -0800

Secretary

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Port of San Francisco
Pier 1
San Francisco, CA 94111
Attn: Eileen Malley, Esq.

The undersigned hereby declares this instrument to be
exempt from Recording Fees (Govt. Code § 27383) and
from Documentary Transfer Tax (CA Rev. & Tax.
Code § 11922 and SF Bus. and Tax Reg. Code § 1105)

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

APN Block 4297, Lot 001; Block 4298, Lot 001;
Block 4299, Lot 001; Portion of Block 4300, Lot 001;
Portion of Block 4310, Lot 004; Block 4313, Lot 1

DECLARATION OF MARITIME AND INDUSTRIAL USES

THIS DECLARATION OF MARITIME AND INDUSTRIAL USES (this
“**Declaration**”) is made as of this ___ day of _____, 2016 (the “**Effective Date**”), by and
between CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the “**City**”),
operating by and through the SAN FRANCISCO PORT COMMISSION (“**Port**”), and the City,
operating by and through the SAN FRANCISCO MUNICIPAL TRANSPORTATION
AGENCY (“**SFMTA**” or “**Declarant**”). Port and Declarant are collectively referred to herein as
the “**Parties**”, or each individually, a “**Party**”.

RECITALS

A. Port and SFMTA entered into a Memorandum of Understanding dated as of
January 25, 2001 (“**MOU**”), which granted the SFMTA the right to use a portion of the Western
Pacific Railroad Yard, comprised of approximately 17 acres and bounded by 25th, Illinois, Cesar
Chavez, and Maryland Streets, as further described in *Exhibit A* (“**Property**”), primarily for
light rail vehicle storage, operations and maintenance facilities serving the 3rd Street Light Rail
and for other incidental SFMTA operational needs, including, but not limited to, a revenue
collection center, training facility, and warehouse for the storage of equipment and vehicle parts
(collectively, “**Permitted Uses**”) during the term of the MOU.

B. Port manages, in trust for the people of the State of California, approximately 7½
miles of San Francisco Bay shoreline stretching from Hyde Street Pier in the north to India Basin
in the south (the “**Trust Lands**”). Port’s responsibilities for the Trust Lands include promoting
maritime commerce, navigation, and fisheries; restoring the environment; and providing public
recreation and promoting the statutory trust imposed by the provisions of Chapter 1333 of the
Statutes of 1968 of the California Legislature, as amended.

C. On February 27, 2001, the Port Commission approved the MOU by Resolution No. 01-15 and on March 6, 2001, the SFMTA Board approved the MOU by Resolution No. 01-018.

D. As required under the MOU, SFMTA paid Port \$29,700,000 for the perpetual use and future jurisdictional transfer of the Property, with \$25,700,000 of such amount representing the fair market value of the Property and \$4,000,000 of such amount was used by Port to construct the Illinois Street Bridge over Islais Creek.

E. The MOU requires Port to seek approval of a jurisdictional transfer of the Property to the SFMTA on the satisfaction of certain conditions, and the MOU will terminate on the completion of such jurisdictional transfer.

F. In accordance with Section 23.16 of the Admin. Code, on [_____, 201XX], pursuant to Resolution No. XX-XXX, the Board of Supervisors determined that the Property could be used more advantageously by SFMTA and authorized the transfer of the jurisdiction of the Property to SFMTA on the terms of the MOU.

G. The last condition to the effectiveness of the jurisdictional transfer is the recordation of this Declaration.

NOW THEREFORE, Declarant hereby imposes on the Property certain rights, reservations, restrictions, covenants, conditions, and equitable servitudes on the following terms and conditions:

1. **Definitions.** As used herein, the following terms have the following meanings:

2. **Binding Effect.** Declarant hereby declares that the Property will be held, leased, transferred, encumbered, used, occupied and improved subject to the rights, reservations, restrictions, covenants, conditions, and equitable servitudes contained in this Declaration. The rights, reservations, restrictions, covenants, conditions and equitable servitudes set forth in this Declaration will (1) run with and burden the Property in perpetuity and will be binding upon all persons having or acquiring any interest in the Property or any part thereof, their heirs, successors and assigns; (2) inure to the benefit of every portion of the Property and any interest therein; (3) inure to the benefit of and be binding upon Declarant, Port, and their respective successors-in-interest; and (4) may be enforced by Declarant, Port, and their respective successors-in-interest.

3. **Adjacent and Nearby Maritime and Industrial Uses; Waiver.**

3.1 Certain essential maritime and industrial uses currently exist on Port lands in the vicinity of the Property (collectively, the "**Maritime and Industrial Uses**"). The Maritime and Industrial Uses generate certain impacts such as noise, parking congestion, truck traffic, rail traffic, auto traffic, odors, dust, dirt and visual obstructions. It is the intent of Port that it retain the flexibility to maintain the Maritime and Industrial Uses and to expand or change the same in the future (collectively, the "**Maritime, Industrial and Other Uses**") without being subject to suits by adjacent or nearby property owners against Port for nuisance, inverse condemnation or similar causes of action. Consequently, SFMTA must require that each of its transferees,

successors, lessees or permittees that is granted the right to exclusive occupancy of a portion of the Property for a cumulative period of more than twenty-nine (29) consecutive days (each, a “**Transferee**”) acknowledge the contents of this Declaration in writing.

3.2 In addition, any Transferee that owns or leases a portion of the Property for a term longer than five (5) years in the aggregate (“**Significant Transferee**”) must agree in writing to waive its rights relating to commencing or maintaining a lawsuit for common law or statutory nuisance, inverse condemnation, or other legal action based upon the interference with the comfortable enjoyment of life or property with respect to the Property or similar claims with respect to the Property arising out of the existence of the Maritime, Industrial and Other Uses and commercial/recreation uses on Port property within its Southern Waterfront Area (which extends generally from Mariposa Street to India Basin), and any expansion, modification or addition to such uses. In addition, all Significant Transferees must obtain a similar written agreement from any subsequent Significant Transferee. All agreements referred to in this Section 3.2 shall contain a provision conferring third party beneficiary status on Port. The requirements of this Section 3.2 shall expire on _____, 20XX. [insert date that is thirty (30) years from the date of the inter-departmental transfer.]

4. **SFMTA Waiver.** SFMTA, by executing this Declaration further covenants by and for itself, its transferees, successors, and assigns to any portion of the Property, and all persons claiming by and through them, to the maximum extent authorized by law, to waive and relinquish any and all rights to commence or maintain a lawsuit for common law or statutory nuisance, inverse condemnation or other legal action, based upon interference with the comfortable enjoyment of life or property or similar claims with respect to the Property, arising out of the existence of the Maritime, Industrial and Other Uses or other activities or development occurring on Port lands in the vicinity of the Property, and any expansion, modification or addition thereof.

5. **Enforcement.** Port will be entitled to any and all rights and remedies available at law or equity in order to enforce its rights under this Declaration, including but not limited to, specific performance.

6. **Notices.** All notices required or allowed hereunder shall be in writing. Notices to Declarant or notices or payment of the Transfer Fees to Port may be given at the following addresses:

To Port:
San Francisco Port Commission
Pier 1
San Francisco, California 94111
Attention: Director of Planning & Development
Telephone: (415) 274-0400

With a Copy To:
San Francisco City Attorney's Office
San Francisco Port Commission
Pier 1
San Francisco, California 94111
Attention: General Counsel
Telephone: (415) 274-0400

To Declarant:
SFMTA
Municipal Transportation Agency
1 South Van Ness Avenue, 8th Floor
San Francisco, CA 94103
Attn: Senior Manager, Real Estate Section

With a Copy To:
San Francisco City Attorney's Office
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attention: SFMTA General Counsel
Telephone: (415) 554-4700

Notices may be given by personal delivery, or sent by reputable overnight delivery service with charges prepaid for next-business-day delivery, or by first class certified U.S. Mail with postage prepaid and return receipt requested. Notices are effective on the earlier of the date received, one business day after transmittal by overnight delivery service, or the third day after the postmark date, as applicable.

7. **Third Party Beneficiary.** The Parties agree that the City and Port are intended named third party beneficiaries of Declarant's covenants, acknowledgments, agreements, waivers and releases contained in this Declaration.

8. **Covenants Run With the Land.** The Parties intend and agree that the covenants, acknowledgments, agreements, waivers and releases contained in this Declaration are covenants, not conditions, running with the land and they will, in any event, and without regard to technical classification or designation, legal or otherwise, to the fullest extent permitted by law and equity, be binding for the benefit of the City and Port and will be enforceable by either the City, Port, or both, against SFMTA and its successors and assigns and subsequent owners, lessees, and other users of the Property. Notwithstanding anything to the contrary in the foregoing, Port shall have the right to terminate or waive the requirements set forth in this Declaration in writing if such termination or waiver is approved by the Port's Commission in its sole discretion.

9. **Miscellaneous.**

9.1 **Governing Law.** The provisions hereof shall be construed and enforced in accordance with the laws of the State of California.

9.2 Attorneys' Fees. In any action or proceeding to seek a declaration of rights hereunder, to enforce the terms hereof or to recover damages or other relief for alleged breach, then the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs, including experts' fees, costs incurred in connection with (a) post judgment motions, (b) appeals, (c) contempt proceedings, (d) garnishments and levies, (e) debtor and third-party examinations, (f) discovery, and (g) bankruptcy litigation. Any judgment or order entered in such action or proceeding shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing, perfecting and executing such judgment. A party shall be deemed to have prevailed in any such action or proceeding (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. For purposes of this Declaration, reasonable attorneys' fees of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

9.3 Time. Time is of the essence of each and every provision hereof.

9.4 Disclaimers. Nothing herein (a) creates any right or remedy for the benefit of any Person not a party hereto, or (b) creates a fiduciary relationship, an agency, or partnership.

9.5 Construction. Whenever the context of this Declaration requires, the singular shall include the plural and the masculine shall include the feminine and/or the neuter. Descriptive section headings are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

9.6 Waiver. Any waiver with respect to any provision of this Declaration shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this Declaration by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this Declaration. No waiver will be interpreted as a continuing waiver.

9.7 Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference.

9.8 Severability. Invalidation of any portion or provision of this Declaration by judgment or court order shall in no way affect any other portions or provisions, which shall remain in full force and effect to the maximum extent permitted by law.

9.9 No Dedication. This Declaration is not intended to create any rights in the public.

[Remainder of this Page Intentionally Blank; Signatures Follow]

IN WITNESS WHEREOF, the parties have executed this Declaration as of the day and year first above written.

Port:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by the
SAN FRANCISCO PORT COMMISSION

By: _____
Name: _____
Title: _____

SFMTA:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by the
**SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY**

By: _____
ED REISKIN, Director of Transportation

EXHIBIT A
PROPERTY DESCRIPTION

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of San Francisco)

On _____, before me, _____, a notary public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of San Francisco)

On _____, before me, _____, a notary public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)



File

March 15, 2001

Mr. Michael Burns
General Manager
Municipal Transportation Agency
401 Van Ness Avenue, #334
San Francisco, CA 94102

**Re: Memorandum of Understanding No. M-12654
Western Pacific Railroad Yard Parcel**

Dear Mr. Burns:

Enclosed is your fully executed original of the Memorandum of Understanding No. M-12654 by and between the City and County of San Francisco through the San Francisco Port Commission and the Municipal Transportation Agency, affecting 17 acres of the Western Pacific Railroad yard Parcel.

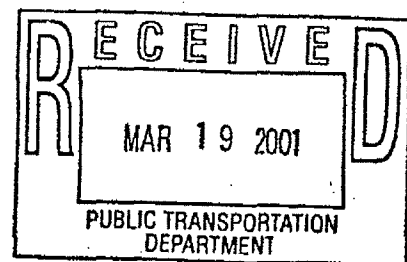
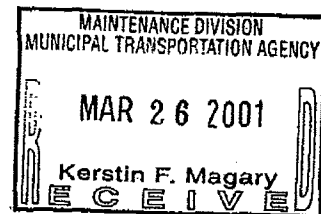
Congratulations on this very significant transaction for both Muni and the Port. I look forward to a long and mutually beneficial relationship between our two agencies.

If you have any questions, please call me at (415) 274-0401.

Sincerely,

Douglas Wong
Executive Director

cc: Neil Sekhri
Mark Lozovoy
Alex Tourk



GALETTERS 2001\MOU M-12654.doc

CITY AND COUNTY OF SAN FRANCISCO

WILLIE L. BROWN, JR., MAYOR

MEMORANDUM OF UNDERSTANDING

NO. M-12654

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

THROUGH THE SAN FRANCISCO PORT COMMISSION

AND

**THE CITY AND COUNTY OF SAN FRANCISCO
THROUGH THE MUNICIPAL TRANSPORTATION AGENCY**

SAN FRANCISCO PORT COMMISSION

**Douglas F. Wong
Executive Director**

**Kimberly Brandon, President
Brian McWilliams, Vice President
Denise McCarthy, Commissioner
Michael Hardeman, Commissioner
Pius Lee, Commissioner**

MUNICIPAL TRANSPORTATION AGENCY

**Michael Burns
General Manager**

**H. Welton Flynn, Chair
Enid Lim, Vice Chair
Shirley Breyer Black, Director
Jim Bourgart, Director
Mike Casey, Director
Jose Cisneros, Director
Cleopatra Vaughns, Director**

ORIGINAL

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (herein "Agreement") dated for reference purposes only as of January 25, 2001, is made by and between the San Francisco Municipal Transportation Agency ("MUNI"), an agency of the City and County of San Francisco ("City") and the San Francisco Port Commission ("Port"), an agency of the City and County of San Francisco.

Port and MUNI enter into this Agreement on the basis of the following facts, intentions, and understandings:

RECITALS

A. Pursuant to the Mission Bay Port Land Transfer Agreement, dated November 16, 1998, the Port acquired from Catellus an approximately 27 acre site commonly known as the Western Pacific Railroad Yard. The Port holds the portion of the Western Pacific Railroad Yard outside the 150 foot shoreline band free and clear of the public trust.

B. MUNI is presently undertaking planning and development of a Third Street Light Rail System, which will extend light rail service along the Third Street Corridor across the Peter R. Maloney (Fourth Street) Bridge to Bay View/Hunters Point. The Third Street Light Rail will significantly benefit the Port by providing improved public transportation and access to Port property located in the Southern Waterfront area, including the Mission Bay open space located within Port jurisdiction, the Port's opportunity area at Pier 70, the Port's marine terminals at Pier 80 and 94-96 and Port open space at Islais Creek and Heron's Head Park.

C. An essential component of the Third Street Light Rail System is the MUNI Metro East Maintenance and Operations Facility, which will serve as the maintenance and storage yard for cars along the Third Street Light Rail line. The Port and MUNI have identified an approximately 17 acre site of the Western Pacific Railroad Yard as the optimum site for the MUNI Metro East Maintenance and Operations Facility.

D. MUNI has offered to pay the Port the appraised fair market value of the property as set forth below in exchange for the permanent right to use a portion of the Western Pacific Railroad Yard in accordance with the further terms and conditions set forth in this MOU.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Port and MUNI hereby agree to the following:

AGREEMENT

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Premises.** The premises consist of approximately seventeen (17) acres, the western portion of Western Pacific Railroad Yard parcel of real property, bounded by Illinois, Cesar Chavez, Maryland and 25th Streets ("Premises"), all as more particularly shown on Exhibit A, attached hereto.

3. **Effective Date.** This Agreement shall be effective upon approval by the Port Commission and the Board of Directors of the Municipal Transportation Agency, execution of this Agreement by the parties hereto and upon MUNI's payment of the fee set forth below ("Effective Date"). Promptly upon the occurrence of the foregoing, Port shall deliver to MUNI a notice substantially in the form of Exhibit B, attached hereto, confirming the Effective Date, but Port's failure to do so shall not affect the actual Effective Date.

4. **Payment.**

a. Use Fee. MUNI shall pay the Port Twenty-Nine Million, Seven Hundred Thousand and No/100 Dollars (\$29,700,000.00), in a one-time advance payment in exchange for the rights set forth herein.

b. Illinois Street Bridge Improvements. The Port agrees to dedicate no less than Four Million and No/100 Dollars (\$4,000,000.00) of the Use Fee to the construction of the Illinois Street Bridge. Construction of such bridge should mitigate traffic in the area and improve coordination with MUNI's Metro East and 3rd St. Light Rail Project. In the event the Port fails to expend the money toward construction of the Illinois Street Bridge within three (3) years after the Effective Date hereof, Port shall return \$4,000,000.00 to MUNI. Notwithstanding the foregoing, MUNI shall agree to reasonably extend such deadline for up to two (2) additional years provided that the Port has demonstrated good faith efforts toward construction of the bridge. Any such return of funds shall have no effect on the rights granted MUNI hereunder or the provisions set forth herein.

c. Transfer of STIP funds. The Port and MUNI agree to seek the transfer of Four Million and No/100 Dollars (\$4,000,000.00) in State Transportation Improvement Program funds from the Port to Muni for use on the 3rd Street Light Rail Project and Metro East facility construction.

5. **Grant of Use/Term.** Commencing upon the Effective Date, the Port grants to MUNI, and MUNI accepts, the right to use, occupy and improve the Premises (including all air, surface and subsurface rights) primarily for light rail vehicle storage, operations and maintenance facilities serving the 3rd St. Light Rail and for other incidental MUNI operational needs ("Permitted Uses"), including, but not limited to, a revenue collection center, training facility, and warehouse for the storage of equipment and vehicle parts, such right continuing in perpetuity for so long as the Premises are used for the Permitted Uses ("Term"). MUNI shall not use the Premises for other than the Permitted Uses without the prior written consent of Port, which shall not be unreasonably withheld.

6. **Condition of Premises.** MUNI acknowledges that Port has made no representations or warranties concerning the Premises, including without limitation, the seismological or environmental conditions thereof. By taking possession of the Premises, MUNI shall be deemed to have inspected the Premises and accepted the Premises in an "As-Is" condition and as being suitable for the conduct of MUNI's business.

7. **Restrictions on Use.** MUNI shall in its use of the Premises comply with the restrictions set forth in the Covenant and Environmental Restriction on Property recorded on January 11, 2001, against the Premises.

8. **Compliance with Laws and Regulations.** MUNI, at MUNI's sole cost and expense, promptly shall comply with all laws relating to or affecting the condition, use or occupancy of the Premises in effect at either the time of execution of this Agreement or which may hereafter be in effect at any time during the Term, whether or not the same are now contemplated by the parties ("Laws). MUNI understands and agrees that Port is entering into this Agreement in its capacity as a landowner with a proprietary interest in the Premises and not as a regulatory agency of the City with certain police powers. Port's legal status as an agency of City shall in no way limit the obligation of MUNI to obtain any required approvals from City departments, boards or commissions which have jurisdiction over the Premises. MUNI understands that MUNI's operations on the Premises, changes in use, or improvements or alterations to the Premises may require an authorization, approval or a permit from such governmental agencies having jurisdiction over the Premises ("Regulatory Approval"). MUNI, at MUNI's sole cost and expense, shall be solely responsible for obtaining any such Regulatory Approval and for complying with any and all conditions imposed by regulatory agencies as part of a Regulatory Approval. Any fines or penalties imposed as a result of the failure of MUNI to comply with the terms and conditions of any Regulatory Approval shall be paid and discharged by MUNI, and Port shall have no liability, monetary or otherwise, for said fines and penalties. MUNI shall be responsible for any and all items of loss, expense, cost, damage, attorneys' fees, penalties, claims or liabilities which Port may incur as a result of MUNI's failure to obtain or comply with the terms and conditions of any Regulatory Approval. Without limiting the foregoing, MUNI shall be responsible for compliance at no cost or expense to Port with all Mitigation Measures set forth in Attachment A to Port Commission Resolution No. 01-15, including without limitation, Mitigation Measures referenced under Section IV.A, entitled "Mitigation Measures within the Jurisdiction of the Port."

9. **Alterations and Repairs.**

a. **Regulatory Approvals Required.** MUNI shall not make, nor cause or suffer to be made, any alterations or improvements to the Premises until MUNI shall have procured and paid for all Regulatory Approvals required to be obtained for such alterations and improvements.

b. **Construction Requirements.** All alterations or improvements to the Premises made by or on behalf of MUNI shall be subject to the following conditions, which MUNI covenants faithfully to perform:

(i) All alterations and improvements shall be constructed in a good and workmanlike manner and in compliance with all applicable building, zoning and other applicable Laws, and compliance with the terms of and the conditions imposed in any Regulatory Approval.

(ii) At the completion of the construction of the alterations or improvements, MUNI shall furnish to Port one (1) set of "as-built" drawings of the same made on or to the Premises. Unless otherwise stated as a condition of the Regulatory Approval, this requirement may be fulfilled by the submittal after completion of the alterations or improvements of a hand-corrected copy of the approved permit drawing(s).

(iii) Except as permitted in Section 5 of this Agreement, Muni shall not construct any permanent improvements or alterations to the Premises, without the Port's prior written consent, which may be given or withheld in the Port's sole discretion, that both (a) are not able to be removed without substantial damage to the Premises and (b) are intended for uses not within the Permitted Uses hereunder. If Muni

fails to obtain Port's consent for such unpermitted improvements or alterations and Muni fails to remove such improvements or alterations within thirty days after Port's written notice directing it to do so, then without limiting any other remedy Port may have hereunder, Port shall have the right to enter the Premises and remove such improvements or alterations at Muni's cost.

c. Improvements. All alterations or improvements to the Premises made by or on behalf of MUNI shall remain the property of MUNI. In the event this Agreement terminates for any reason other than a transfer of jurisdiction under Section 15 hereof, MUNI shall be obligated at its own expense to remove and relocate or demolish and remove (as MUNI may choose) any or all alterations or improvements which MUNI has made to the Premises, including without limitation all rail facilities, tracks and buildings constructed by MUNI, unless otherwise directed by Port in writing. MUNI shall repair, at its own expense, in good workmanlike fashion any damage occasioned thereby.

10. Assignment and Subletting. MUNI shall not assign or hypothecate this Agreement or any interest herein or sublet the Premises, or any part thereof, nor allow any person or entity other than MUNI to occupy or use any portion of the Premises (collectively, "Transfer") without the prior written consent of the Port, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Port hereby assigns to MUNI the lease dated _____ for a portion of the Premises between Port and Pacific Cement Corporation and all Port's rights and obligations thereunder. MUNI may, in MUNI's sole discretion, allow the foregoing tenant to remain on the Premises on a month-to-month basis after expiration of the assigned lease on June 30, 2001.

11. Maintenance; Surrender of Premises. MUNI will be strictly responsible for the maintenance and security of the Premises. MUNI will pay for all utility services provided to the Premises, including but not limited to electricity, water, sewer, gas and telephone service and will provide any scavenger service necessitated by its use of the Premises. In the event this Agreement terminates for any reason other than a transfer of jurisdiction under Section 15 hereof, MUNI shall surrender the Premises in at least as good condition as when received, clean and free of any items stored on the Premises by MUNI, and shall repair any damage to the Premises occasioned by MUNI's use, and removal of such items as required under Section 9 hereof. Notwithstanding the foregoing, the Port shall maintain at no expense to MUNI any streets or utilities constructed by MUNI for Port which are not within the Premises.

12. Insurance. MUNI shall require any agent, contractor or subcontractor it hires in connection with its use of the Premises to secure such insurance as is recommended by the City Risk Manager, which shall name Port and the City and County of San Francisco and their respective officers, agents, commissioners, directors and employees as additional insureds.

13. Damages. Because the use fee due hereunder is not intended to cover risks associated with MUNI's use of the Premises, it is the understanding of the parties that Port shall not expend any funds due to or in connection with MUNI's use of the Premises. Therefore, MUNI shall be responsible for and indemnify, defend and hold Port harmless against, all costs, including without limitation, court costs and attorneys' fees, associated with all claims, damages, liabilities or losses which arise as a result of (i) the presence of Hazardous Materials on the Premises, except for Hazardous Materials for which MUNI has no obligation to Handle or remove pursuant to Section 14 below, or (ii) out of any injuries or death of any person or damage of any property occurring in, on or about the Premises after the Effective Date or prior to the Effective Date during MUNI's

occupancy of the Premises pursuant to a Permit to Enter from Port, from any cause other than the gross negligence or willful misconduct of Port. The foregoing obligation of MUNI shall survive the termination of this Agreement.

14. Hazardous Materials.

a. Definitions.

(i) "Environmental Laws" means any present or future federal, state or local laws, ordinances, regulations or policies relating to Hazardous Material (including, without limitation, their use, handling, transportation, production, disposal, discharge or storage) or to health and safety, industrial hygiene or environmental conditions in, on, under or about the Premises, including, without limitation, soil, air, bay water and groundwater conditions.

(ii) "Handle" or "Handling" means to use, generate, process, produce, package, treat, store, emit, discharge or dispose.

(iii) "Hazardous Material" means any substance, waste or material which now or in the future is determined by any state, federal, or local governmental authority to be capable of posing a present or potential risk of injury to health, safety, the environment or property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the United States Environmental Protection Agency, the City and County of San Francisco, the United States Department of Labor, the United States Department of Transportation, the California Department of Environmental Protection or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment.

(iv) "Agents" means, when used with reference to either party hereto, the officers, directors, employees, agents and contractors of such party, and their respective heirs, legal representatives, successors and assigns.

b. Risk Management Plan, Site Management Plans and Deed Restriction. Notwithstanding anything set forth herein to the contrary, MUNI and the Port and any subsequent owners, lessees, agents, or assignees shall each be responsible for implementing the risk management practices and site management activities described in the Risk Management Plan and Site Management Plans dated February 2000 for the Premises to the extent mandated in each of those Plans. Additionally, such parties shall adhere to the restrictions set forth in the Covenant and Environmental Restriction on Property recorded on January 11, 2001, at the Recorder's Office in the City and County of San Francisco, which is binding on the City and County of San Francisco as owner of the Premises.

c. Requirements for Handling. MUNI may Handle on the Premises only such Hazardous Materials as are required by MUNI in the performance of the Permitted Uses hereunder so long as such Handling is at all times in full compliance with all Environmental Laws.

d. MUNI Responsibility. Subject to the restrictions set forth in Section 14.b hereof, MUNI shall Handle all Hazardous Materials discovered on the Premises as a result of MUNI's intended use of the Premises or construction activities related to MUNI's alterations to the Premises, or introduced on the Premises by MUNI, its Agents or invitees, in compliance with all Environmental Laws. Notwithstanding the foregoing, MUNI shall not be responsible for the safe Handling of Hazardous Materials

introduced on the Premises during the Term of this Agreement by Port or its Agents. MUNI shall protect its employees and the general public in accordance with all Environmental Laws. Port may from time to time request, and MUNI shall be obligated to provide, information reasonably adequate for Port to determine that any and all Hazardous Materials are being Handled in a manner which complies with all Environmental Laws. Port shall have the right to inspect the Premises for Hazardous Materials at reasonable times.

e. **Requirement to Remove.** In the event this Agreement terminates for any reason other than a transfer of jurisdiction under Section 15 hereof, MUNI, at its sole cost and expense, shall remove any and all Hazardous Materials introduced in, on, under or about the Premises during MUNI's occupancy of the Premises. Further, MUNI, at its sole cost and expense, shall remove any Hazardous Material discovered on the Premises during the Term of this Agreement which is required to be removed by any governmental agency, including Port, which removal would not have been required except for MUNI's use of the Premises or MUNI's construction activities on the Premises. Notwithstanding the foregoing, MUNI shall not be obligated to remove any Hazardous Materials introduced onto the Premises during the Term of this Agreement by the Port or its Agents. Except as otherwise provided in this Section 14.e, MUNI shall not be obligated to remove any Hazardous Materials introduced onto the Premises prior to the Effective Date. Prior to the termination of this Agreement, Port and MUNI shall conduct a joint inspection of the Premises for the purpose of identifying those Hazardous Materials existing on the Premises which MUNI is required to remove.

f. **MUNI's Environmental Condition Notification Requirements.**

(i) **Notification of Any Release or Discharge.** MUNI shall immediately notify Port in writing of any release or discharge of any Hazardous Materials, whether or not the release is in quantities that would be required under the law the reporting of such release to a governmental or regulatory agency.

(ii) **Notification of Any Notice, Investigation, or Claim.** MUNI shall also immediately notify Port in writing of, and shall contemporaneously provide Port with a copy of, the following:

(A) Any written notice of release of Hazardous Materials in the Premises that is provide by MUNI or any subtenant of MUNI or other occupant of the Premises to a governmental or regulatory agency;

(B) Any notice of a violation, or a potential or alleged violation, of any Environmental Law that is received by MUNI or any subtenant of MUNI or other occupant of the Premises from any governmental or regulatory agency;

(C) Any inquiry, investigation, enforcement, cleanup, removal, or other action that is instituted or threatened by a governmental or regulatory agency against MUNI or subtenant of MUNI or other occupant of the Premises and that relates to the release or discharge of Hazardous Materials on or from the Premises;

(D) Any claim that is instituted or threatened by any third party against MUNI or any subtenant or other occupant of the Premises and that relates to any release or discharge of Hazardous Materials on or from the Premises; and

(E) Any notice of the loss of any environmental operating permit by MUNI or any subtenant or other occupant of the Premises.

(iii) **Failure to Comply.** Failure to comply with this Section 14 shall constitute a material default under the Agreement. In the event of such default, Port shall have all rights available under the Agreement and at law or equity including, without limitation, the right to:

(A) Collect damages Port incurs as a result of such default, including, without limitation, cleanup costs incurred by Port resulting from the cleanup of any Hazardous Materials released into the Premises, soil, or groundwater; or

(B) Require the cleanup of such Hazardous Materials at MUNI's sole expense.

g. **Survival.** The obligations within this Section shall survive the expiration or earlier termination of the Agreement.

15. **Public Trust/Transfer of Jurisdiction.**

a. **Public Trust.** For a period of seven (7) years from the Effective Date, Port may, in its sole discretion, formally initiate the process with the State Lands Commission to burden all or a portion of the Premises with the public trust and Burton Act Trust, so long as such designation will not interfere with MUNI's ability to use the Premises for the Permitted Uses or the Term hereof. MUNI will reasonably cooperate with Port in effecting the trust designation if requested by Port, including modifying this Agreement or executing further documents or assurances as may reasonably be requested by Port, provided that such modifications, further documents or assurances will not interfere with MUNI's ability to use the property for the Permitted Uses or the Term hereof. Port will provide MUNI with copies of all relevant correspondence regarding trust issues related to the Premises.

b. **Transfer of Jurisdiction.**

(i) **Trigger Events.** If any of the following events occur during the Term of this Agreement, Port will initiate proceedings and diligently seek approvals for an inter-departmental transfer of jurisdiction of the Premises to MUNI: (1) expiration of the time period set forth above for formal initiation of the process to place the public trust on the Premises; (2) at any time the Port Commission, in its sole discretion, formally determines that it will not place the public trust on the Premises; (3) either the State Lands Commission or Attorney General's office formally determines that the Premises is ineligible to receive the public trust or that MUNI's use of the Premises as permitted hereunder is inconsistent with the public trust.

(ii) **Deed Restrictions.** Certain essential maritime and industrial uses currently exist on Port property in the vicinity of the Premises. Such uses generate certain impacts such as noise, parking congestion, truck traffic, rail traffic, auto traffic, odors, dust, dirt and visual obstructions. It is the intent of the Port that it retain the flexibility to maintain such uses and to expand or change such uses in the future without being subject to suits by adjacent property owners against the Port for nuisance, inverse condemnation or similar causes of action. Consequently, if an inter-departmental transfer is triggered pursuant to subsection 15.b(i) above, then as a condition to the effectiveness of an inter-departmental transfer, MUNI agrees to acknowledge the foregoing facts and understandings in a written instrument recorded against the Premises (the "Declaration") substantially in the form of Exhibit D attached hereto. Further, MUNI shall require, and the Declaration shall provide, that any transferee, successor, lessee or permittee of MUNI's that is granted the right to exclusive occupancy of a portion of the Premises for a

cumulative period of more than twenty-nine (29) consecutive days must acknowledge the contents of the Declaration in writing. In addition, any transferee that owns or is the lessee of a portion of the Premises for a term longer than five (5) years in the aggregate ("Significant Transferee") must agree in writing to waive its rights relating to commencing or maintaining a lawsuit for common law or statutory nuisance, inverse condemnation, or other legal action based upon the interference with the comfortable enjoyment of life or property with respect to the Premises or similar claims with respect to the Premises arising out of the existence of the Port's maritime/industrial uses and commercial/recreational uses on Port property within the Southern Waterfront Area, and any expansion, modification or addition to such uses. In addition, all such Significant Transferees shall be required to obtain a similar written agreement from any subsequent Significant Transferee. All agreement referred to in this special notice shall contain a provision conferring third party beneficiary status on Port. This obligation shall expire thirty (30) years from the date of the inter-departmental transfer.

16. Cooperation on Rail Issues. The parties acknowledge that potential conflicts may be created between the construction and operation of the MUNI 3rd Street Light Rail, and the Port's existing and anticipated maritime cargo rail and truck operations. The parties agree to cooperate and negotiate in good faith to resolve the issues so as to minimize adverse impacts on both the MUNI's rail operations and the Port's maritime operations and access to Pier 80.

17. Termination. This Agreement shall terminate upon MUNI's abandonment or vacation of the Premises, upon written notice from MUNI to Port or in the event MUNI ceases to use the Premises for the Permitted Uses set forth in Section 5 hereof.

18. Right of First Offer. The total area of the Port's Western Pacific parcel is approximately twenty-seven (27) acres, including the shoreline area reserved for wetlands preservation that is subject to the public trust. In the event Port decides to sell its fee interest in the remaining Western Pacific property (excluding the Premises), MUNI will have the right of first offer for the acquisition at fair market value based on the highest and best use of such property that is not subject to the public trust within the Western Pacific land parcel, as more specifically shown on Exhibit C, attached hereto.

MUNI shall have 60 days to notify Port that it intends to exercise its right after formal notice from the Port of the property's availability. Fair market value of the Western Pacific property shall be determined by an appraiser selected by the parties hereto and the appraisal shall be conducted upon appraisal instructions jointly agreed upon by Port and MUNI. The appraiser shall be instructed to submit his or her final appraisal within thirty (30) days of his or her appointment. If the parties cannot agree upon one appraiser or joint appraisal instructions within fifteen (15) days after MUNI's exercise notice, or if after the agreed-upon appraiser submits his or her final appraisal, one party disagrees with the fair market value determination of the selected appraiser, each party shall select one appraiser to determine the fair market value. All appraisers selected hereunder shall be competent, licensed, qualified by training and experience with not less than five (5) years' experience appraising commercial properties similar to the Western Pacific property in the Third Street Corridor, disinterested and independent, and shall be a member in good standing of the Appraisal Institute (MAI), or, if the Appraisal Institute no longer exists, shall hold the senior professional designation awarded by the most prominent organization of appraisal professionals then awarding professional designations. Neither of the appraisers shall have access to the appraisal of the other (except for the sharing of objective information contained in such appraisals) until both of the appraisals are submitted in accordance with the provisions hereof. Neither party

shall communicate with the appraiser appointed by the other party regarding the instructions contained herein before the appraisers complete their appraisals. If either appraiser has questions regarding the instructions herein, such appraiser shall use his or her own professional judgment and shall make clear all assumptions upon which his or her professional conclusions are based, including any supplemental instructions or interpretative guidance received from the party appointing such appraiser. The parties shall not provide joint instructions to the two appraisers. Neither appraiser shall ask for interpretive guidance or ask questions of the other appointing party, nor shall the two appraisers ask questions jointly of either or both of the parties. There shall not be any arbitration or adjudication of the instructions to the appraisers contained herein. Each appraiser shall arrive at a determination of the fair market value and submit his or her conclusions to the parties within 30 days of selection of the appraiser(s). If only one appraisal is submitted within the requisite time period, it shall be deemed to be the fair market value. If both appraisals are submitted within such time period, and if the two appraisals so submitted differ by less than ten percent (10%) of the higher of the two, then the average of the two shall be the fair market value. If the two appraisals differ by more than ten percent (10%) of the higher of the two, then each appraiser shall submit to the Port and MUNI a list of three appraisers meeting the qualifications set forth in subsection (i) above. The third appraiser chosen shall be the name of an appraiser common to both lists, or if none is common, the two appraisers, within the next 5 business day period shall resubmit a list with three more appraisers, and the third appraiser shall be the name of an appraiser common to both lists. If no name is common to both lists as of the second submittal, or if more than one name is common to both lists and the two appraisers are unable to agree on the third appraiser within 10 days after the second submittal of names, then either Party may apply to the Superior Court of the State of California in and for the County of San Francisco for appointment of an appraiser meeting the foregoing qualifications. If the court denies or otherwise refuses to act upon such application, either party may apply to the American Arbitration Association, or any similar provider of professional commercial arbitration services, for appointment in accordance with the rules and procedures of such organization of an independent appraiser meeting the foregoing qualifications. Such third appraiser shall consider the appraisals submitted by the Parties as well as any other relevant written evidence which the parties may choose to submit. If a party chooses to submit any such evidence, it shall deliver a complete and accurate copy to the other party at the same time it submits the same to the third appraiser. Neither Party shall conduct ex parte communications with the third appraiser regarding the subject matter of the arbitration. Within thirty (30) days after his or her appointment, the third appraiser shall conduct a hearing, at which Port and MUNI may each make supplemental oral and/or written presentations, with an opportunity for testimony by the appraisers and questioning by the Parties and the third appraiser. Within thirty (30) days following the hearing, the third appraiser shall select the appraised fair market value determined by one or the other of the first two (2) appraisers that is the closer, in the opinion of the third appraiser, to the actual fair market value. The determination of the third appraiser shall be limited solely to the issue of deciding which of the appraisals of the two appraisers is closest to the actual fair market value. The third appraiser shall have no right to propose a middle ground or to modify either of the two appraisals, or any provision of this Agreement.

Each party shall bear the fees, costs and expenses of the appraiser it selects hereunder and of any experts and consultants used by the appraiser. The fees, costs and expenses of the third appraiser and the costs and expenses of the arbitration proceeding, if any, shall be shared equally by Port and MUNI. Each party waives any claims against the appraiser appointed by the other party, and against the third appraiser, for negligence, malpractice or similar claims in the performance of the appraisals or arbitration contemplated by this Section.

Before MUNI's right is exercised, the parties shall notify the Mayor of their intended use for the property so that the Mayor may provide any comment on the proposed use. MUNI's offer to acquire the property shall be subject to the approval of the Municipal Transportation Agency Board of Directors and, if necessary, the Board of Supervisors and the Mayor, within ninety (90) days of execution of an agreement to acquire the property and otherwise upon the other business terms contained herein.

If MUNI does not exercise its right, then this right of first offer shall terminate and Port shall be free to dispose of the property to any person whomever and upon any terms whatsoever without any obligation to MUNI. This first right of offer shall terminate and be of no further effect if a sale of the property to a third party is consummated in accordance with the foregoing provisions.

19. Entry for Inspection. Port and its authorized agents shall have the right to enter the Premises without notice at any time during normal business hours of generally recognized business days, provided that MUNI or MUNI's Agents are present on the Premises, for the purpose of inspecting the Premises to determine whether the Premises are in good condition and whether MUNI is complying with its obligations under this Agreement.

20. 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 regular mail, 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.

Address for Port: Commercial Property Manager
Port of San Francisco
Pier 1
San Francisco, CA 94111
FAX No: (415) 274-578
Telephone No: (415) 274-0510

Address for MUNI General Manager
Municipal Transportation Agency
401 Van Ness Avenue, Suite 334
San Francisco, CA 94102
FAX No: (415) 554-3176
Telephone No: (415) 554-3199

21. Miscellaneous Provisions.

a. California Law. This Agreement shall be construed and interpreted in accordance with the Laws of the State of California and the City's Charter.

b. Entire Agreement. Subject to any subsequent agreements authorized pursuant to this Agreement, this Agreement contains all of the representations and the entire agreement between the parties with respect to the subject matter of the Agreement. Any prior correspondence, memoranda, agreements, warranties, or written or oral representations relating to such subject matter are superseded in total by this Agreement. No prior drafts of this Agreement or changes from those drafts to the executed version of the Agreement shall be introduced as evidence in any litigation or other dispute

resolution proceeding by any party or other person, and no court or other body should consider those drafts as in interpreting this Agreement.

c. **Amendments.** No amendment of this Agreement or any part thereof shall be valid unless it is in writing and signed by all of the parties hereto.

d. **Severability.** Except as is otherwise specifically provided for this Agreement, invalidation of any provision of this Agreement, or of its application to any person, by judgment or court order, shall not affect any other provision of this Agreement or its application to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as invalidated would be unreasonable or grossly inequitable under all of the circumstances or would frustrate the purpose of this Agreement.

e. **No Party Drafter; Captions.** The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party in order to achieve the objectives and purposes of the parties. Any caption preceding the text of any; section, paragraph or subsection or in the table of contents is included only for convenience of reference and shall be disregarded in the construction and interpretation of the Agreement.

f. **Singular, Plural, Gender.** Whenever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine genders, and vice versa.

g. **Successors.** The terms, covenants, agreements and conditions set forth in the Agreement shall bind and inure to the benefit of the Port and MUNI and, except as otherwise provided herein, their personal representatives and successors assigns.

h. **Waiver.** No failure by Port to insist upon the strict performance of any obligation of MUNI under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, and no acceptance of full or partial Agreement consideration during the continuance of any such breach shall constitute a waiver of such breach or of Port's rights to demand strict compliance with such term, covenant, or condition. Port's consent to or approval of any act by MUNI requiring Port's consent or approval shall not be deemed to waive or render unnecessary Port's consent to or approval of any subsequent act by MUNI. Any waiver by Port of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.


i. **Further Assurances.** The parties hereto agree to execute and acknowledge such other and further documents as may be necessary or reasonably required to carry out the mutual intent of the parties as expressed in this Agreement.

j. **Incorporation of Exhibits.** All exhibits to this Agreement are incorporated herein by this reference and made a part hereof as set forth in full.

This Agreement shall not be effective unless approved by the San Francisco Port Commission and the San Francisco Municipal Transportation Agency Board of Directors, each in its sole and absolute discretion.

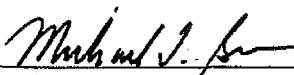
IN WITNESS WHEREOF, PORT and MUNI execute this Memorandum of Understanding No. M-12654 at San Francisco, California, as of the last date set forth below.

CITY AND COUNTY OF
SAN FRANCISCO, a municipal
corporation operating by and through
THE SAN FRANCISCO PORT
COMMISSION

By: 
DOUGLAS F. WONG
Executive Director

Date: MARCH 9, 2001
Resolution No.: 01-15

CITY AND COUNTY OF
SAN FRANCISCO, a municipal
corporation operating by and through
THE MUNICIPAL
TRANSPORTATION AGENCY

By: 
MICHAEL T. BURNS
Director of Transportation

Date: March 6, 2001
Resolution No.: 01-018

EXHIBIT A

Map of the Premises

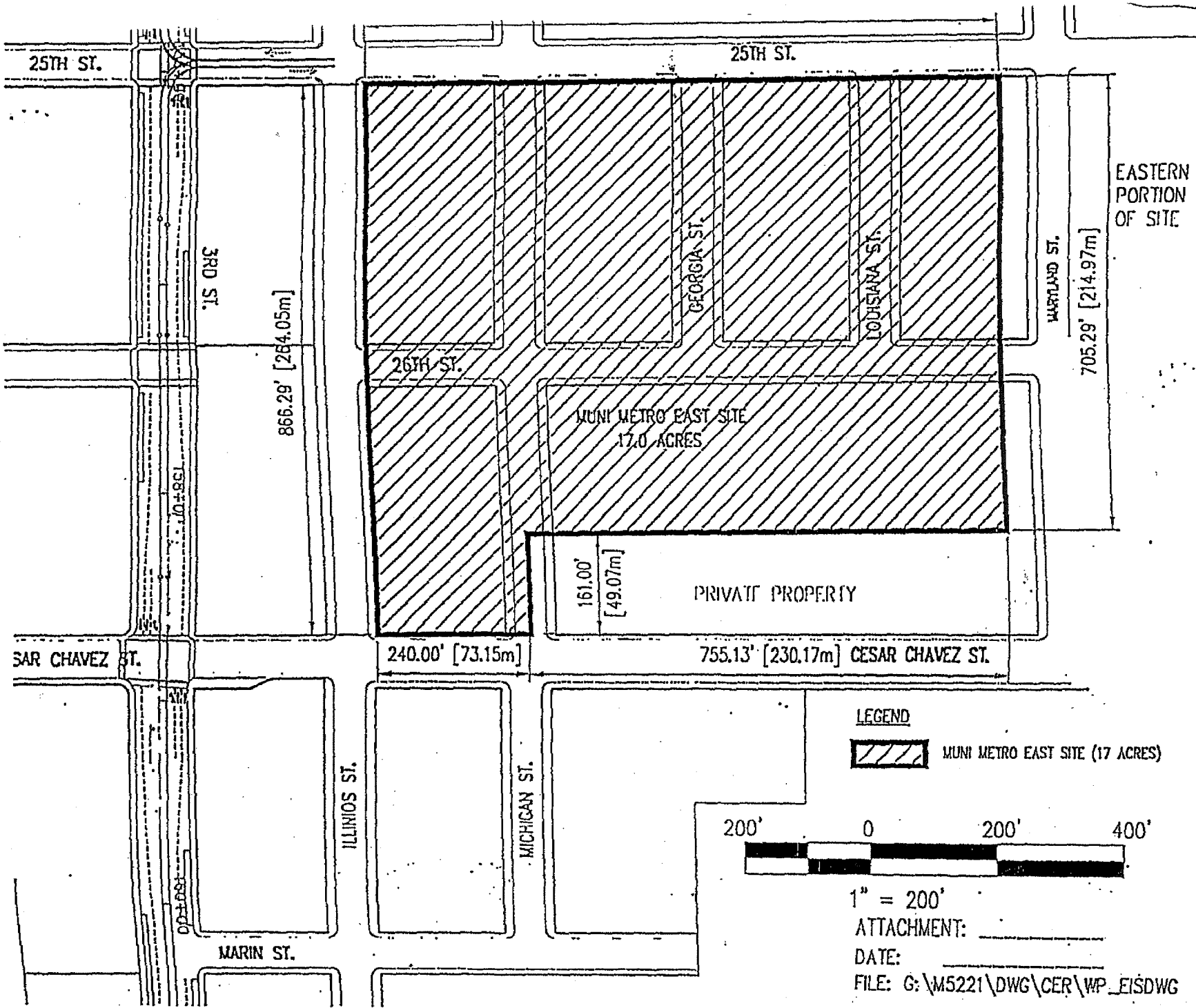



EXHIBIT A

LEGEND

 MUNI METRO EAST SITE (17 ACRES)



1" = 200'
 ATTACHMENT: _____
 DATE: _____

FILE: G:\M5221\DWG\CER\WP_EISDWG

EXHIBIT B

[Date]

General Manager
Municipal Transportation Agency
401 Van Ness Avenue, Suite 334
San Francisco, CA 94102

RE: Acknowledgement of Effective Date of Term under Memorandum of Understanding No. M-12654 ("MOU") Between the San Francisco Port Commission and the Municipal Transportation Agency

Dear Mr. Burns:

This letter will confirm that for all purposes of the MOU, the Effective Date (as defined in Section 3 of the MOU) is _____, 2001.

Please acknowledge your acceptance of this letter by signing and returning a copy of this letter.

Very truly yours,

By _____
Title _____

Accepted and Agreed:


By _____
General Manager


Dated _____

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF WESTERN PACIFIC TRANSFER PARCEL**

EXHIBIT C

 AREA EXCEPTED FROM WESTERN PACIFIC PROPERTY AS DESCRIBED IN INSTRUMENT A805 OR 815 CITY AND COUNTY OF SAN FRANCISCO

 Right of First Refusal Property

 AREA EXCEPTED FROM WESTERN PACIFIC PROPERTY AS DESCRIBED IN INSTRUMENT B52 OR 598 CITY AND COUNTY OF SAN FRANCISCO

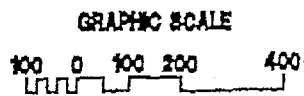
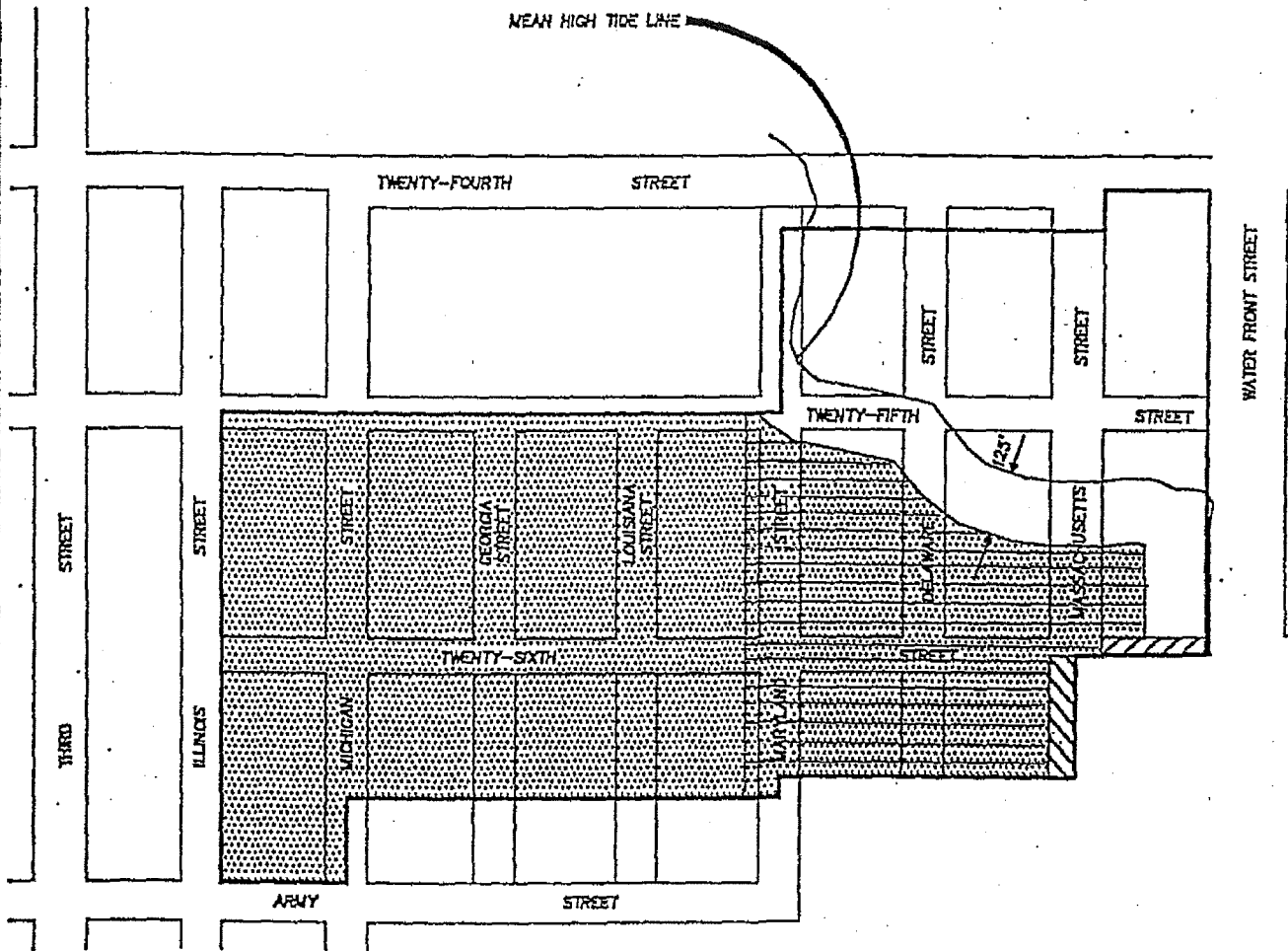


EXHIBIT O-1
SHEET 1 OF 1

EXHIBIT D
[DECLARATION, ACKNOWLEDGMENT AND WAIVER]
[to be attached]



PLANNING DEPARTMENT

City and County of San Francisco 1660 Mission Street, Suite 500 San Francisco, CA 94103-2414

(415) 558-6378 PLANNING COMMISSION ADMINISTRATION CURRENT PLANNING/ZONING LONG RANGE PLANNING
FAX: 558-6409 FAX: 558-6426 FAX: 558-6409 FAX: 558-6426

May 14, 2002

Mark Rudnicki
San Francisco Municipal Railway
1145 Market Street
San Francisco, CA 94103

Re: Case Number 96.281R

Dear Mr. Rudnicki:

We are in receipt of your request for a determination of conformance with the General Plan for vacation of the following "paper" streets: Louisiana Street from the south side of 25th Street to 161 feet north of Cesar Chavez Street, and 26th Street from the west side of Louisiana Street to the west side of Maryland Street. (See diagram attached.) These streets would be vacated in connection with construction of the Muni Metro East Light Rail Vehicle Maintenance and Operations Facility.

On September 7, 1999 we completed a General Plan Referral on the Third Street Light Rail Project (case no. 96.281R). This referral covered most aspects of the Metro East facility, but did not cover required street vacations. At Muni's request, on September 13, 2000, we issued a follow-up to the original referral which covered street vacations necessary for the original 13-acre Metro East site. Subsequently, Muni and the Port agreed to increase the size of the Metro East Facility from 13 to 17 acres, necessitating the additional street vacations that are the subject of this letter.

An Environmental Impact Report for the Third Street Light Rail Project was certified on December 3, 1998. Pursuant to CEQA guidelines, section 15162, this street vacation would not require any additional environmental review.

The following analysis, from the September 13, 2000 follow-up to the Third Street Light Rail referral, applies to these additional street vacations:

The following General Plan policies are relevant to this street vacation proposal:

URBAN DESIGN ELEMENT POLICY 2.8

Maintain a strong presumption against the giving up of street areas for private ownership or use, or for construction of public buildings.

URBAN DESIGN ELEMENT POLICY 2.9

Review proposals for the giving up of street areas in terms of all the public values that streets afford.

URBAN DESIGN ELEMENT POLICY 2.10

Permit release of street areas, where such release is warranted, only in the least extensive and least permanent manner appropriate to each case.

TRANSPORTATION ELEMENT OBJECTIVE 11

[Transit First] Maintain public transit as the primary mode of transportation in San Francisco and as a means through which to guide future development and improve regional mobility and air quality.

TRANSPORTATION ELEMENT POLICY 22.1

Ensure the maintenance and efficient operation of the fleet of transit vehicles.

The operation of the Third Street Light Rail Line will require Muni to purchase and maintain additional light rail vehicles which cannot be accommodated at its existing, already-overcrowded maintenance facilities. Thus it is necessary to construct a new maintenance facility for light rail vehicles. Through the Transit First objective and a host of associated policies, the General Plan promotes use of transit as the City's priority transportation mode as well as continued improvement of transit services in the City.

The streets proposed for vacation are not currently improved as usable streets; they are paper streets. Vacation of these streets will not result in degradation of the level of service for automobiles in the area.

Based on this analysis, we find the proposed street vacations in conformance with the General Plan.

Sincerely,



Gerald G. Green
Director of Planning

MUNICIPAL TRANSPORTATION AGENCY BOARD
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. 01-018

WHEREAS, The proposed Metro East Light Rail Vehicle Maintenance and Operating Facility (Metro East) is an integral part of the Third Street Light Rail Transit Project and is vital for relieving overcrowded conditions at Muni's existing light rail facility; and

WHEREAS, Muni has identified a 17± acre site under the jurisdiction of the Port of San Francisco as the best location for the Metro East facility, and has commenced final design engineering and site preparation, with Port permission; and

WHEREAS, Muni and Port staff have drafted a Memorandum of Understanding (MOU) under which Muni may use the Metro East site in perpetuity for rail vehicle maintenance and operations and other operational needs; and

WHEREAS, The MOU calls for the Municipal Railway to pay the Port of San Francisco \$25.7 million for the use of the Metro East site, a cost figure based upon a mutually agreed upon appraisal; and

WHEREAS, The MOU calls for Muni to pay the Port an additional \$4 million, to construct the Illinois Street Bridge over Islais Creek, which funds will be replaced in Muni's capital program with an equivalent amount of funding in the State Transportation Improvement Program; and

WHEREAS, The MOU allows the Port up to seven (7) years to burden the Metro East site with the public trust and Burton Act Trust, under certain agreed upon conditions; and

WHEREAS, The MOU obligates Muni to accept the site "as-is" with regard to hazardous materials discovered there as the result of Muni construction activities, but obligates the Port to settle hazardous materials claims arising prior to Muni's use of the site; and

WHEREAS, The MOU gives Muni the right of first offer to purchase additional adjacent Port acreage in the future; and

WHEREAS, For purposes of compliance with the California Environmental Quality Act, on January 19, 1999 the Public Transportation Commission, precursor to the Municipal Transportation Agency Board, in Resolution No. 99-009, adopted findings and conclusions with respect to the Third Street Light Rail Project Final EIR/EIS, certified by the San Francisco Planning Commission on December 3, 1998 in Motion No. 14742 as accurate, adequate and in compliance with CEQA; and

WHEREAS, the Planning Department has prepared a Memorandum to Planning Department File No. 96.281E, dated February 21, 2001, that analyzes the potential impacts arising from several changes proposed for the project, pursuant to CEQA Guidelines Section 15164, a copy of which is on file with the MTAB Secretary; and

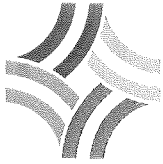
WHEREAS, This Resolution and the attached Memorandum of Understanding and Memorandum to Planning Department File have been reviewed by the City Attorney's Office; now, therefore, be it

RESOLVED, That based upon this Agency's review and consideration of the Final EIR/EIS, and the Addendum to the Final EIR/EIS dated February 21, 2001, the Commission finds that (1) modifications incorporated into the project will not require important revisions to the Final EIR/EIS due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (2) no substantial changes have occurred with respect to the circumstances under which the project will be undertaken which would require major revisions to the Final EIR/EIS due to the involvement of new environmental effects, or a substantial increase in the severity of effects identified in the Final EIR/EIS; and (3) no new information of substantial importance to the project has become available which would indicate (a) the project has significant effects not discussed in the Final EIR/EIS, (b) significant environmental effects will be substantially more severe; (c) mitigation measures or alternatives found not feasible which would reduce one or more significant effects have become feasible; or (d) mitigation measures or alternatives which are considerably different from those in the Final EIR/EIS would substantially reduce one or more significant effects on the environment; and be it

FURTHER RESOLVED, That the Municipal Transportation Agency Board authorizes the Director of Transportation to sign the Memorandum of Understanding between the Port of San Francisco and the Municipal Railway for the use of the Metro East site, in substantially the form attached hereto.

I hereby certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board at its meeting of MAR 06 2001

R. Bowmer
Secretary, Municipal Transportation Agency Board



Request for Transfer of Jurisdiction of Muni Metro East

The San Francisco Municipal Transportation Agency (SFMTA) proposes to request the San Francisco Board of Supervisors transfer jurisdiction of the Muni Metro East Light Rail Vehicle Maintenance and Operations Facility (MME) from the San Francisco Port Commission (SF Port) to the SFMTA.

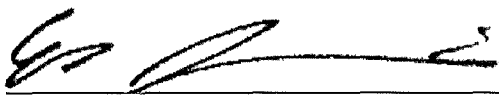
Background

The SFMTA is experiencing significant demands on its transportation system as the need to provide safe, reliable and efficient transit service continues to expand in concurrence with a growing population and economic base. As a result the SFMTA and Port entered into a MOU on January 25, 2001, which granted the SFMTA the right to use Port Property, comprised of approximately 17 acres and bounded by 25th, Illinois, Cesar Chavez, and Maryland Streets (comprised of portions of Blocks 4297, 4298, 4299, 4300, 4310, and 4313, in the City and County of San Francisco) to build and operate a light rail vehicle storage, operations and maintenance facility serving the 3rd Street Light Rail/T-Line and for other incidental SFMTA operational needs. The Port Commission approved the MOU by Resolution No. 01-15 on February 27, 2001 and the SFMTA Board approved the MOU by Resolution No. 01-018 on March 6, 2001.

Following approval of the MOU, in 2001 the Port received payment of \$29,700,000 for the perpetual use (subject to satisfaction of conditions in the MOU) and future jurisdictional transfer of the Property to the SFMTA. \$25,700,000 of that payment represented the fair market value purchase price for the Property and an additional \$4,000,000 was provided by the SFMTA to augment the cost to construct the Illinois Street Bridge over Islais Creek. The primary MOU transfer condition involved granting the Port a 7 year window from MOU inception to request that the State Land Commission burden some or all of the Port Property with the State Trust, known as the Burton Act. The Port was unable to obtain such request and is no longer pursuing this action. As a result, the Port and the SFMTA wish to pursue the jurisdictional transfer of the Property and subsequently terminate the MOU.

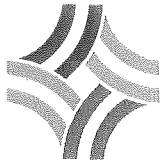
In that respect, all interdepartmental transfers of City property must be approved by the Board of Supervisors and now that the MOU conditions have been fully satisfied, the SFMTA is finally at the stage to seek such approval and acquire full jurisdiction of the Property. If the Board of Supervisors approves the jurisdictional transfer of the Property to the SFMTA, the City's Director of Property will record a Declaration of Maritime and Industrial Uses to preserve certain Port rights, reservations, restrictions, covenants, conditions, and

Not a "project" pursuant to CEQA as defined in CEQA Guidelines Sections 15060(c) and 15378(b) because the action would not result in a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.


Erik Jaszewski
San Francisco Municipal Transportation Agency

5/9/2017
Date

equitable servitudes. Most of the declarations are derived from the soon to be terminated MOU, with a special emphasis on the preservations of rights with respect to adjacent and nearby Port Maritime and Industrial Uses.



SFMTA
Municipal
Transportation
Agency

Edwin M. Lee, *Mayor*

Cheryl Brinkman, *Chairman*

Malcolm Heinicke, *Vice-Chairman*

Gwyneth Border, *Director*

Lee Hsu, *Director*

Joél Ramos, *Director*

Cristina Rubke, *Director*

Art Torres, *Director*

Edward D. Reiskin, *Director of Transportation*

June 8, 2017

**The Honorable Members of the Board of Supervisors
City and County of San Francisco
1 Dr. Carlton Goodlett Place, Room 244
San Francisco, CA 94102**

***Subject:* Jurisdictional transfer of City-owned real property bounded by 25th, Illinois, Cesar Chavez, and Maryland Streets from the San Francisco Port Commission to the San Francisco Municipal Transportation Agency for the Muni Metro East Light Rail Vehicle Maintenance and Operations Facility**

Honorable Members of the Board of Supervisors:

The San Francisco Municipal Transportation Agency (SFMTA) requests that the San Francisco Board of Supervisors authorize the jurisdictional transfer of City-owned real property bounded by 25th, Illinois, Cesar Chavez, and Maryland Streets (Property) from the San Francisco Port Commission (Port) to the San Francisco Municipal Transportation Agency (SFMTA) for the Muni Metro East Light Rail Vehicle Maintenance and Operations Facility (MME).

Background

The SFMTA is experiencing significant transportation system demand as the need to provide safe, reliable and efficient transit service continues to expand in concurrence with growing ridership. As a result, the SFMTA and Port entered into a Memorandum of Understanding dated January 25, 2001 (MOU), which granted the SFMTA the right to use, in perpetuity, certain Port property comprised of approximately 17 acres and bounded by 25th, Illinois, Cesar Chavez, and Maryland Streets in San Francisco (portions of Blocks 4297, 4298, 4299, 4300, 4310, and 4313) (Property) to build and operate a light rail vehicle storage, operations and maintenance facility serving the 3rd Street Light Rail/T Line and for other incidental SFMTA operational needs. The Port Commission approved the MOU by Resolution No. 01-15 on February 27, 2001 and the SFMTA Board of Directors approved the MOU by Resolution No. 01-018 on March 6, 2001.

Following approval of the MOU, in 2001 the Port received payment of \$29,700,000 from the SFMTA for the perpetual use and (subject to satisfaction of conditions in the MOU) the future jurisdictional transfer of the Property to the SFMTA. \$4,000,000 of that payment was to augment the cost to construct the Illinois Street Bridge over Islais Creek, and \$25,700,000 of that payment represented the fair market value purchase price for the Property.

The primary MOU jurisdictional transfer condition gave the Port seven years to request that the State Land Commission place Burton Act public trust restrictions on the Property, which would have limited its uses to maritime or public access uses, if that designation would not interfere the SFMTA's use of the Property. The Port learned such designation would be an interference and is no longer pursuing

this designation. As a result, the Port and the SFMTA wish to pursue the jurisdictional transfer of the Property as contemplated by the MOU.

In that respect, all interdepartmental jurisdictional transfers of City property must be approved by the Board of Supervisors, and now that the MOU conditions have been fully satisfied, the SFMTA is finally able to seek such approval and acquire full jurisdiction of the Property. If the Board of Supervisors approves the jurisdictional transfer of the Property to the SFMTA, the City's Director of Property will record a Declaration of Maritime and Industrial Uses ("Declaration") to notify all Property owners, tenants and permittees of the maritime and industrial uses on Port property in the vicinity, as required by the MOU. The form of this Declaration is included as Enclosure 2.

The proposed jurisdictional transfer of the Property is not subject to Chapter 23A, the Surplus City Property Ordinance of the Administrative Code, because it is not "surplus property" as defined in that Section of the Administrative Code and the Port is not required to transfer or sell surplus property for affordable housing under Chapter 23A. Muni has been operating a major transit facility on 13 acres of the Property since September 2008. The Property's remaining undeveloped four acres are available for future expansions of that facility. A jurisdictional transfer of the Property will enable the SFMTA to better implement future phases of facility expansion on the undeveloped four acres. Expansion is critical to accommodate the growing transit fleet to meet the ever increasing transit demand.

Public Outreach

As MME is already operational and no changes are proposed at this time, no outreach for this proposed jurisdictional transfer of the Property from the Port to the SFMTA was done.

Alternatives Considered

No alternatives have been considered as the jurisdictional transfer of the Property to the SFMTA was contemplated in the MOU and enables the SFMTA to develop the Property for future phases of facility expansion.

Funding Impact

There is no funding impact. The SFMTA has already paid the Port \$29,700,000 for the perpetual use and future jurisdictional transfer of the Property, which included \$4,000,000 to construct the Illinois Street Bridge over Islais Creek, as required in the MOU.

Environmental Review

On May 9, 2017, the SFMTA, under authority delegated by the Planning Department, determined that the jurisdictional transfer of the Property is not a "project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b). A copy of the CEQA determination is enclosed for your reference.

SFMTA Board Action

On June 6, 2017, the SFMTA Board of Directors adopted Resolution 170606-072, which authorized the Director of Transportation to work with the City's Director of Property to seek the jurisdictional transfer of the Property to the SFMTA.

Recommendation

The SFMTA requests that the San Francisco Board of Supervisors authorize the jurisdictional transfer of the Property from the Port to the SFMTA.

Thank you for your time and consideration of this proposed jurisdictional transfer. Should you have any questions or require more information, please do not hesitate to contact me.

Sincerely,

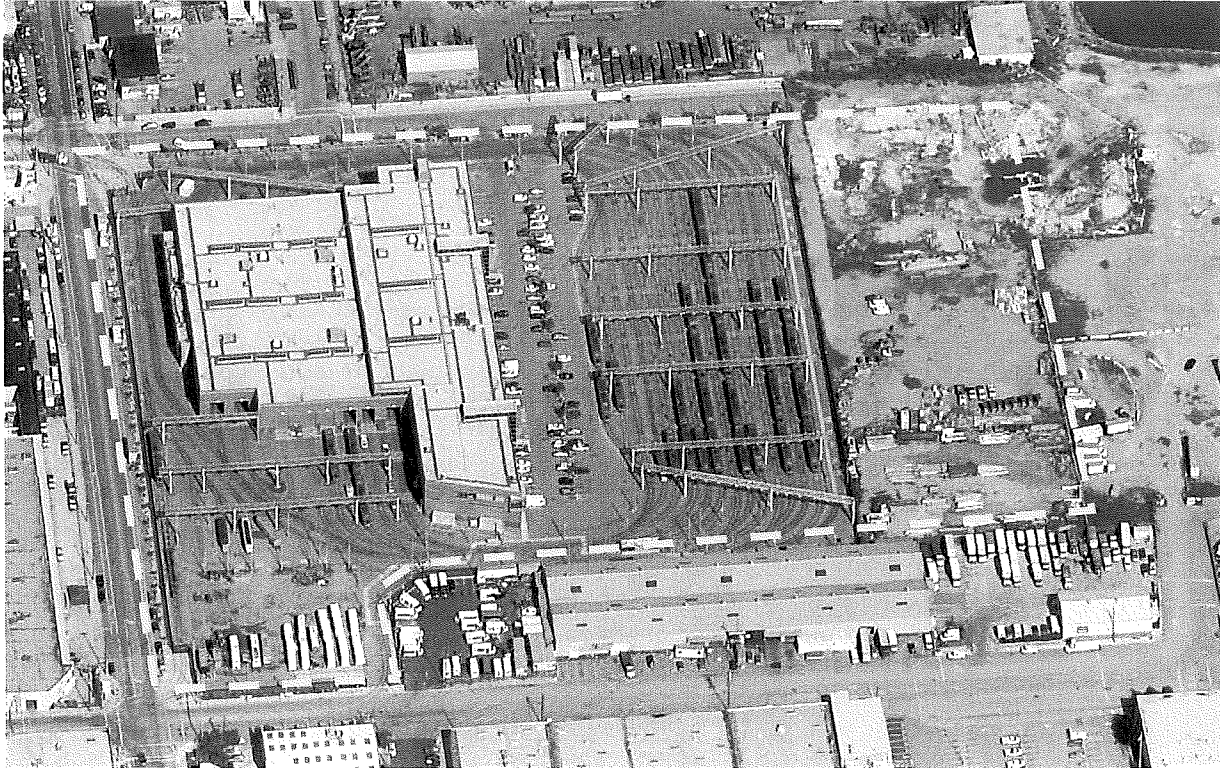


Edward D. Reiskin
Director of Transportation

Enclosure 1: MME Site Diagram

Enclosure 2: Declaration of Maritime and Industrial Use

ENCLOSURE 1 MME Site Diagram



ENCLOSURE 2 Declaration of Maritime and Industrial Use

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Port of San Francisco
Pier 1
San Francisco, CA 94111
Attn: Eileen Malley, Esq.

The undersigned hereby declares this instrument to
be
exempt from Recording Fees (Govt. Code § 27383)
and
from Documentary Transfer Tax (CA Rev. & Tax.
Code § 11922 and SF Bus. and Tax Reg. Code § 1105)

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

APN Block 4297, Lot 001; Block 4298, Lot 001;
Block 4299, Lot 001; Portion of Block 4300, Lot 001;
Portion of Block 4310, Lot 004; Block 4313, Lot 1

DECLARATION OF MARITIME AND INDUSTRIAL USES

THIS DECLARATION OF MARITIME AND INDUSTRIAL USES (this "**Declaration**") is made as of this ___ day of _____, 2016 (the "**Effective Date**"), by and between CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), operating by and through the SAN FRANCISCO PORT COMMISSION ("**Port**"), and the City, operating by and through the SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY ("**SFMTA**" or "**Declarant**"). Port and Declarant are collectively referred to herein as the "**Parties**", or each individually, a "**Party**".

RECITALS

A. Port and SFMTA entered into a Memorandum of Understanding dated as of January 25, 2001 ("**MOU**"), which granted the SFMTA the right to use a portion of the Western Pacific Railroad Yard, comprised of approximately 17 acres and bounded by 25th, Illinois, Cesar Chavez, and Maryland Streets, as further described in *Exhibit A* ("**Property**"), primarily for light rail vehicle storage, operations and maintenance facilities serving the 3rd Street Light Rail and for other incidental SFMTA operational needs, including, but not limited to, a revenue collection center, training facility, and warehouse for the storage of equipment and vehicle parts (collectively, "**Permitted Uses**") during the term of the MOU.

B. Port manages, in trust for the people of the State of California, approximately 7½ miles of San Francisco Bay shoreline stretching from Hyde Street Pier in the north to India Basin in the south (the "**Trust Lands**"). Port's responsibilities for the Trust Lands include promoting maritime commerce, navigation, and fisheries; restoring the environment; and providing public

recreation and promoting the statutory trust imposed by the provisions of Chapter 1333 of the Statutes of 1968 of the California Legislature, as amended.

C. On February 27, 2001, the Port Commission approved the MOU by Resolution No. 01-15 and on March 6, 2001, the SFMTA Board approved the MOU by Resolution No. 01-018.

D. As required under the MOU, SFMTA paid Port \$29,700,000 for the perpetual use and future jurisdictional transfer of the Property, with \$25,700,000 of such amount representing the fair market value of the Property and \$4,000,000 of such amount was used by Port to construct the Illinois Street Bridge over Islais Creek.

E. The MOU requires Port to seek approval of a jurisdictional transfer of the Property to the SFMTA on the satisfaction of certain conditions, and the MOU will terminate on the completion of such jurisdictional transfer.

F. In accordance with Section 23.16 of the Admin. Code, on [REDACTED], 201XX], pursuant to Resolution No. XX-XXX, the Board of Supervisors determined that the Property could be used more advantageously by SFMTA and authorized the transfer of the jurisdiction of the Property to SFMTA on the terms of the MOU.

G. The last condition to the effectiveness of the jurisdictional transfer is the recordation of this Declaration.

NOW THEREFORE, Declarant hereby imposes on the Property certain rights, reservations, restrictions, covenants, conditions, and equitable servitudes on the following terms and conditions:

1. Definitions. As used herein, the following terms have the following meanings:

2. Binding Effect. Declarant hereby declares that the Property will be held, leased, transferred, encumbered, used, occupied and improved subject to the rights, reservations, restrictions, covenants, conditions, and equitable servitudes contained in this Declaration. The rights, reservations, restrictions, covenants, conditions and equitable servitudes set forth in this Declaration will (1) run with and burden the Property in perpetuity and will be binding upon all persons having or acquiring any interest in the Property or any part thereof, their heirs, successors and assigns; (2) inure to the benefit of every portion of the Property and any interest therein; (3) inure to the benefit of and be binding upon Declarant, Port, and their respective successors-in-interest; and (4) may be enforced by Declarant, Port, and their respective successors-in-interest.

3. Adjacent and Nearby Maritime and Industrial Uses; Waiver.

3.1 Certain essential maritime and industrial uses currently exist on Port lands in the vicinity of the Property (collectively, the "Maritime and Industrial Uses"). The Maritime and Industrial Uses generate certain impacts such as noise, parking congestion, truck traffic, rail traffic, auto traffic, odors, dust, dirt and visual obstructions. It is the intent of Port that it retain the flexibility to maintain the Maritime and Industrial Uses and to expand or change the same in the future (collectively, the "Maritime, Industrial and Other Uses") without being subject to suits by

adjacent or nearby property owners against Port for nuisance, inverse condemnation or similar causes of action. Consequently, SFMTA must require that each of its transferees, successors, lessees or permittees that is granted the right to exclusive occupancy of a portion of the Property for a cumulative period of more than twenty-nine (29) consecutive days (each, a "Transferee") acknowledge the contents of this Declaration in writing.

3.2 In addition, any Transferee that owns or leases a portion of the Property for a term longer than five (5) years in the aggregate ("Significant Transferee") must agree in writing to waive its rights relating to commencing or maintaining a lawsuit for common law or statutory nuisance, inverse condemnation, or other legal action based upon the interference with the comfortable enjoyment of life or property with respect to the Property or similar claims with respect to the Property arising out of the existence of the Maritime, Industrial and Other Uses and commercial/recreation uses on Port property within its Southern Waterfront Area (which extends generally from Mariposa Street to India Basin), and any expansion, modification or addition to such uses. In addition, all Significant Transferees must obtain a similar written agreement from any subsequent Significant Transferee. All agreements referred to in this Section 3.2 shall contain a provision conferring third party beneficiary status on Port. The requirements of this Section 3.2 shall expire on _____, 20XX. [insert date that is thirty (30) years from the date of the inter-departmental transfer.]

4. SFMTA Waiver. SFMTA, by executing this Declaration further covenants by and for itself, its transferees, successors, and assigns to any portion of the Property, and all persons claiming by and through them, to the maximum extent authorized by law, to waive and relinquish any and all rights to commence or maintain a lawsuit for common law or statutory nuisance, inverse condemnation or other legal action, based upon interference with the comfortable enjoyment of life or property or similar claims with respect to the Property, arising out of the existence of the Maritime, Industrial and Other Uses or other activities or development occurring on Port lands in the vicinity of the Property, and any expansion, modification or addition thereof.

5. Enforcement. Port will be entitled to any and all rights and remedies available at law or equity in order to enforce its rights under this Declaration, including but not limited to, specific performance.

6. Notices. All notices required or allowed hereunder shall be in writing. Notices to Declarant or notices or payment of the Transfer Fees to Port may be given at the following addresses:

To Port:
San Francisco Port Commission
Pier 1
San Francisco, California 94111
Attention: Director of Planning & Development
Telephone: (415) 274-0400

With a Copy To:

San Francisco City Attorney's Office
San Francisco Port Commission
Pier 1
San Francisco, California 94111
Attention: General Counsel
Telephone: (415) 274-0400

To Declarant:

San Francisco Municipal Transportation Agency
1 South Van Ness Avenue, 8th Floor
San Francisco, CA 94103
Attn: Senior Manager, Real Estate Section

With a Copy To:

San Francisco City Attorney's Office
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attention: SFMTA General Counsel
Telephone: (415) 554-4700

Notices may be given by personal delivery, or sent by reputable overnight delivery service with charges prepaid for next-business-day delivery, or by first class certified U.S. Mail with postage prepaid and return receipt requested. Notices are effective on the earlier of the date received, one business day after transmittal by overnight delivery service, or the third day after the postmark date, as applicable.

7. Third Party Beneficiary. The Parties agree that the City and Port are intended named third party beneficiaries of Declarant's covenants, acknowledgments, agreements, waivers and releases contained in this Declaration.

8. Covenants Run With the Land. The Parties intend and agree that the covenants, acknowledgments, agreements, waivers and releases contained in this Declaration are covenants, not conditions, running with the land and they will, in any event, and without regard to technical classification or designation, legal or otherwise, to the fullest extent permitted by law and equity, be binding for the benefit of the City and Port and will be enforceable by either the City, Port, or both, against SFMTA and its successors and assigns and subsequent owners, lessees, and other users of the Property. Notwithstanding anything to the contrary in the foregoing, Port shall have the right to terminate or waive the requirements set forth in this Declaration in writing if such termination or waiver is approved by the Port's Commission in its sole discretion.

9. Miscellaneous.

Governing Law. The provisions hereof shall be construed and enforced in accordance with the laws of the State of California.

10. Attorneys' Fees. In any action or proceeding to seek a declaration of rights hereunder, to enforce the terms hereof or to recover damages or other relief for alleged breach, then the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs, including experts' fees, costs incurred in connection with (a) post judgment motions, (b) appeals, (c) contempt proceedings, (d) garnishments and levies, (e) debtor and third-party examinations, (f) discovery, and (g) bankruptcy litigation. Any judgment or order entered in such action or proceeding shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing, perfecting and executing such judgment. A party shall be deemed to have prevailed in any such action or proceeding (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. For purposes of this Declaration, reasonable attorneys' fees of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

11. Time. Time is of the essence of each and every provision hereof.

12. Disclaimers. Nothing herein (a) creates any right or remedy for the benefit of any Person not a party hereto, or (b) creates a fiduciary relationship, an agency, or partnership.

13. Construction. Whenever the context of this Declaration requires, the singular shall include the plural and the masculine shall include the feminine and/or the neuter. Descriptive section headings are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

14. Waiver. Any waiver with respect to any provision of this Declaration shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this Declaration by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this Declaration. No waiver will be interpreted as a continuing waiver.

15. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference.

16. Severability. Invalidation of any portion or provision of this Declaration by judgment or court order shall in no way affect any other portions or provisions, which shall remain in full force and effect to the maximum extent permitted by law.

17. No Dedication. This Declaration is not intended to create any rights in the public.

[Remainder of this Page Intentionally Blank; Signatures Follow]

IN WITNESS WHEREOF, the parties have executed this Declaration as of the day and year first above written.

Port:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by the
SAN FRANCISCO PORT COMMISSION

By: _____
Name: _____
Title: _____

SFMTA:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by the
**SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY**

By: _____
EDWARD D. REISKIN
Director of Transportation

RECORDING REQUESTED BY:

CITY AND COUNTY OF SAN FRANCISCO

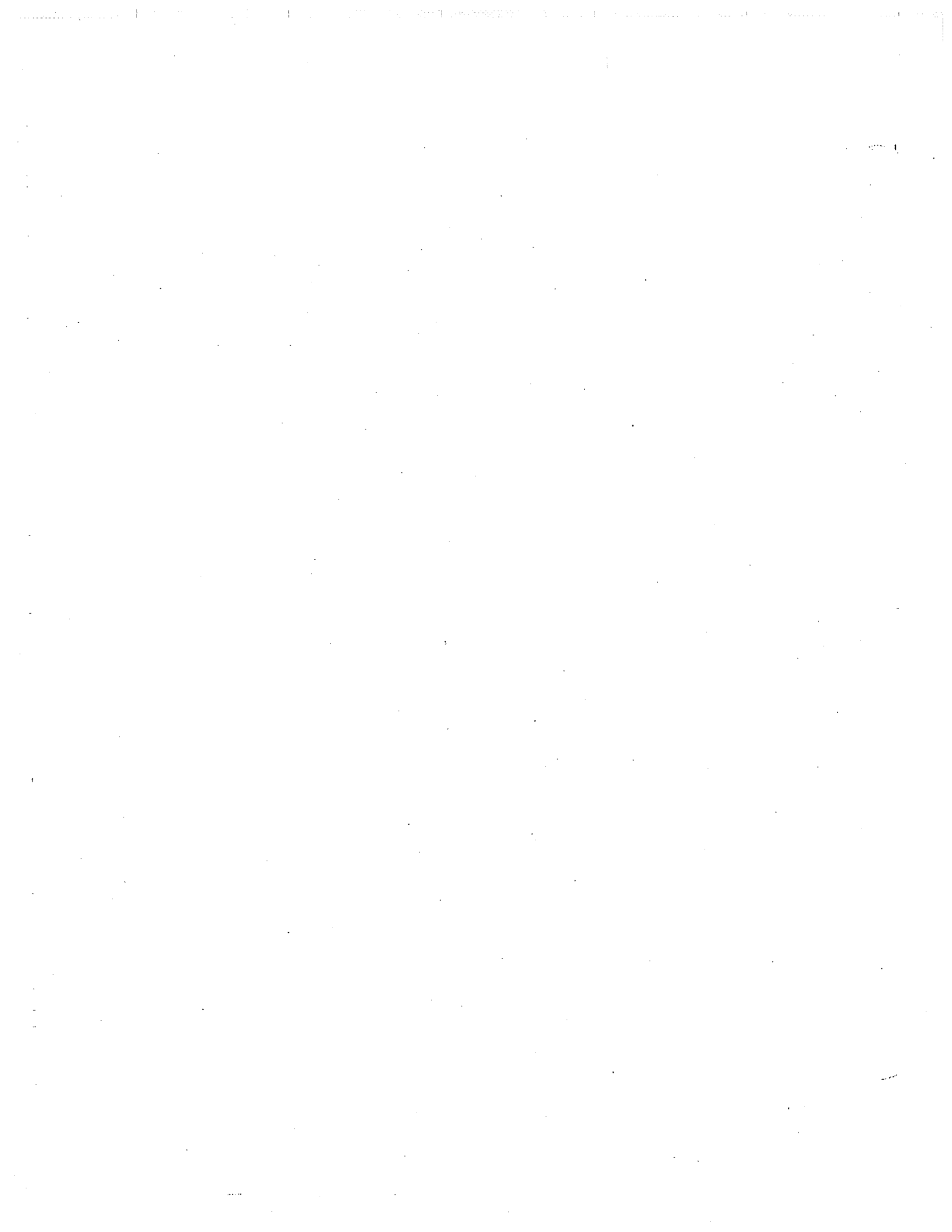
WHEN RECORDED, RETURN TO:

City and County of San Francisco
Director of Property
25 Van Ness Avenue, Suite 400
San Francisco, CA 94108

**AMENDED AND RESTATED
MISSION BAY
PORT LAND TRANSFER AGREEMENT**

By and Between

**City and County of San Francisco
Port of San Francisco
Catellus Development Corporation**



**AMENDED AND RESTATED
MISSION BAY
PORT LAND TRANSFER AGREEMENT**

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**AMENDED AND RESTATED
MISSION BAY
PORT LAND TRANSFER AGREEMENT**

EXHIBIT LIST
Port Land Transfer Agreement

<u>Exhibit</u>	<u>Title</u>
A-1	Legal Description of Mission Bay Property
A-2	Legal Description of Western Pacific Property
B	Map of Mission Bay Property
C	Map of Western Pacific Property
D	Agreement Concerning the Public Trust
E	Catellus Permitted Exceptions
F	Legal Description of City Facilities Parcel
F-1	Map of City Facilities Parcel
G	Existing Uses
H	Legal Description of Port Open Space Parcels
H-1	Map of Port Open Space Parcels
I	Port Permitted Exceptions
J	Map of Port Property along Terry François Boulevard
K	Legal Description of Port Transfer Parcels
K-1	Map of Port Transfer Parcels
L	Preliminary Reports
M	Legal Description of Western Pacific Easement Parcels
M-1	Map of Western Pacific Easement Parcels
N	Legal Description of Western Pacific Shoreline
N-1	Map of Western Pacific Shoreline
O	Legal Description of Western Pacific Transfer Parcel
O-1	Map of Western Pacific Transfer Parcel
P	Quitclaim of State Claims in Port Transfer Parcels and City Facilities Parcel
Q	Quitclaim of State Claims in Western Pacific Transfer Parcel
R	City Quitclaim of Port Transfer Parcels
S	Legal Description of Port Leasehold Parcels
S-1	Map of Port Leasehold Parcels
T	Quitclaim from Catellus to City of Western Pacific Transfer Parcel
U	Quitclaim to State of Western Pacific Shoreline
V	Patent to City of Western Pacific Shoreline
W	Easement for Public Trust encumbering Western Pacific Easement Parcels
X	Patent to City of Western Pacific Easement Parcels
Y	Form of Easement
Z	Values for Title Insurance Purposes

AA	Agency Lease Term Sheet
BB	Map of Temporary Parking Lot
CC	Map of Affected Area
DD	Declaration and Acknowledgment re Existing Uses
EE	Form of Lease Disclosure
FF	Conditions Satisfaction Notice
GG	Permit to Enter
HH	Transfer Map

**AMENDED AND RESTATED
MISSION BAY
PORT LAND TRANSFER AGREEMENT**

THIS AMENDED AND RESTATED MISSION BAY PORT LAND TRANSFER AGREEMENT (this "Agreement") dated for reference purposes only as of this 16th day of November, 1998, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a charter city and county, and where necessary to effectuate the land transfers as contemplated herein, the City acting by and through the San Francisco Port Commission ("City") and CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation ("Catellus"), with reference to the following facts:

A. The State of California, by virtue of its sovereignty, received in trust for the purposes of commerce, navigation, and fisheries, all right, title, and interest in ungranted tide and submerged lands located within the State at the time of its admission to the Union on September 9, 1850. Pursuant to the provisions of the Burton Act, the State has granted to the City certain filled and unfilled tide and submerged lands, subject to (1) the public trust for commerce, navigation and fisheries; (2) the Burton Act; (3) the Burton Act Agreement; and (4) the Charter of the City.

B. The State Legislature has enacted that certain Act set forth as Chapter 1143 of the Statutes of 1991, as amended by an Act of the Legislature set forth in Chapter 86 of the Statutes of 1992 and by an Act of the Legislature set forth in Chapter 203 of the Statutes of 1997 (collectively the "Act") pursuant to which the State Lands Commission may determine that the lands to be released from the public trust and the Burton Act pursuant to this Agreement are filled and reclaimed land no longer needed or required for public trust purposes or those purposes provided for in the Burton Act and that the lands to be encumbered by an easement for the public trust pursuant to this Agreement or to be permanently subject to the public trust pursuant to this Agreement will be highly useful for public trust purposes and for the purposes provided in the Burton Act.

C. Article X, Section 3 of the California Constitution provides that any tidelands within two miles of any incorporated city, city and county, or town in California and fronting on the water of any harbor, estuary, bay, or inlet may be sold into private ownership if such tidelands were reserved to the State solely for street purposes and the California Legislature finds and declares that they are not used for navigation purposes and are not necessary for such purposes, subject to such conditions as the Legislature determines are necessary to be imposed in connection with any such sales to protect the public interest.

D. All the real property, including current and former streets (areas originally laid out as streets), which is the subject of this Agreement (1) is located in the City and County of San Francisco, State of California, (2) is within the boundary legal descriptions set forth in Exhibit "A-1" (the "Mission Bay Property"), Exhibit "A-2" (the "Western Pacific Property") (except for a portion of the Western Pacific Shoreline located outside such boundary), and (3) is within the areas outlined in black on the maps which are attached hereto as Exhibit "B" and Exhibit "C,"

respectively (except for a portion of the Western Pacific Shoreline located outside such boundary). The Mission Bay Property and the Western Pacific Property are sometimes referred to collectively herein as the "Property."

E. The City claims interests in certain street areas within the Western Pacific Property. Catellus also claims interests in certain parcel areas in Port jurisdiction and in the street areas in the Mission Bay Property and claims ownership of the street areas within the Western Pacific Property in fee. One purpose of this Agreement is to settle these disputes.

F. The existing fragmented pattern of public and private ownership, especially the industrial area street system and parcelization imposed on the area largely as the result of subdivisions and sales in the latter half of the nineteenth century, limit the potential development of the Property and limit the expansion of desirable public uses consistent with the public trust and the Burton Act. Any development of the Property requires consolidation of both public and private ownerships, and such consolidation requires that the City and Catellus transfer certain parcels of land within the Property. The purpose of this Agreement is to provide for such a transfer. In addition, the transfer will require, among other things, clarification of existing title to various parts of the Property, and elimination or modification of easements, real property claims, and other title matters which adversely impact the Property.

G. The Parties recognize that the portions of the Property owned by the City which would be conveyed into private ownership pursuant to this Agreement are subject to the public trust for commerce, navigation, and fisheries, and also subject to the terms and conditions of the Burton Act. The transfers provided for in this Agreement will not interfere with, and will, in fact, be consistent with and further the purposes of the public trust for commerce, navigation and fisheries and the Burton Act for the reasons stated in the findings and determinations made by the City contemporaneously with the approval of this Agreement.

H. The Parties entered into the PLTA, and implemented Section 2 thereof regarding Catellus' quitclaim of its interests in the Port Transfer Parcels which were quitclaimed to the City pursuant to the Quitclaim Deed recorded in the City's Official Records as Document No. F69476 on October 3, 1994. The Parties have agreed to modify the Port Transfer Parcels within the same general area, to make other modifications to the PLTA and to amend and restate the PLTA to incorporate those amendments.

NOW, THEREFORE, the Parties do hereby agree as follows:

1. Definitions.

For purposes of this Agreement initially capitalized terms shall have the meanings ascribed to them either in this Section 1 or elsewhere in this Agreement.

1.1 "Act" is defined in Recital B.

1.2 "Additional Street Vacation Areas" means that portion of Parcel 1 of the Port Transfer Parcels upon which Mission Rock Street is currently located and those portions of Terry François Boulevard which are located within the Agency Leasehold Parcels.

1.3 "ADR" means Alternative Dispute Resolution as provided in Section 25.17.

1.4 "Affected Area" is defined in Section 11.3.

1.5 "Affiliate" means a Person in which Catellus directly or indirectly owns and controls (i) more than fifty percent (50%) of each class of equity interests (including rights to acquire such interests) and (ii) more than fifty percent (50%) of each class of interests that have a right to vote for or otherwise select the members of the board or other governing body that directs or causes the direction of substantially all of the management and policies of that Person.

1.6 "Agency" means the Redevelopment Agency of the City and County of San Francisco.

1.7 "Agency Lease" means the lease of the Agency Leasehold Parcels, or applicable portions thereof, to be entered into between the Agency and the City and amended from time to time pursuant to Section 6.4.

1.8 "Agency Leasehold Parcels" means the Port Leasehold Parcels (to the extent not conveyed to Catellus pursuant to Section 3.1.1.4) and the Port Open Space Parcels.

1.9 "Agreement Concerning the Public Trust" means an agreement between the State Lands Commission, the City and Catellus in the form of Exhibit "D," which amends and restates the State Lands Agreement.

1.10 "Amended CLTA" means the Amended and Restated Mission Bay City Land Transfer Agreement between the City and Catellus, dated for reference purposes only, as of November 16, 1998.

1.11 "Amended CLTA Effective Date" means the date on which the Amended CLTA becomes effective, which shall be the date on which all of the following have occurred: (i) the date on which the parties thereto sign such agreement, (ii) the date on which the State Lands Commission approves the Agreement Concerning the Public Trust and (iii) the date on which the Governor of the State of California executes the Agreement Concerning the Public Trust.

1.12 "Amended PLTA Effective Date" means the date on which all of the following have occurred: (i) the date on which the Parties sign this Agreement, (ii) the date on which the State Lands Commission approves the Agreement Concerning the Public Trust and (iii) the date on which the Governor of the State of California executes the Agreement Concerning the Public Trust.

1.13 "BCDC" means the San Francisco Bay Conservation and Development Commission.

1.14 "Burton Act" means the provisions of the California Statutes of 1968, Chapter 1333, as amended to the date of this Agreement.

1.15 "Burton Act Agreement" means that certain Agreement Relating to Transfer of Port of San Francisco from the State of California to the City and County of San Francisco, dated January 24, 1969 recorded at Book No. B 308, Page 686, as instrument No. R40413 in the Official Records of the City and County of San Francisco.

1.16 "Burton Act Trust" means the statutory trust imposed by the Burton Act pursuant to which the State conveyed to the City, in trust, by transfer agreement, and subject to certain terms, conditions, and reservations, the State's interest in certain tide and submerged lands.

1.17 "Catellus Entities" means Catellus, its shareholders, officers, directors, agents, consultants, affiliates, predecessors, successors, lenders, managers, tenants, employees, invitees and guests.

1.18 "Catellus Lease" has the meaning set forth in Section 3.1.2 of the Amended CLTA.

1.19 "Catellus Permitted Exceptions" means (i) those exceptions to title to the Western Pacific Property set forth on Exhibit "E" attached hereto; (ii) the Mello-Roos Community Facilities District No. 90-1 of the San Francisco Unified School District; (iii) any future special tax lien of any other Mello-Roos Community Facilities District or Districts, so long as the lien amount is zero while in City or Port ownership; (iv) restrictions required by the RWQCB to be recorded against the Western Pacific Property that are included within an approved RMP for the Western Pacific Property; and (v) restrictions required by the BCDC to be recorded against the Western Pacific Property. Catellus Permitted Exceptions shall also include any additional exceptions determined in accordance with either Section 9.3 or 9.5.

1.20 "City Entities" means the City, its officers, agents, consultants, managers, tenants, employees, invitees and guests.

1.21 "City Facilities Parcel" means the parcel described in Exhibit "F" and depicted on Exhibit "F-1", which is currently within Port jurisdiction and subject to the Public Trust, the Burton Act Trust, and the terms, conditions, and reservations of the Burton Act, and which is to be released from all of such restrictions hereunder and transferred to the jurisdiction of the City's Real Estate Department, as provided in Section 5.1.8.

1.22 "Claims" means all claims, costs, damages (including consequential damages), fines, judgments, penalties, losses, demands, liabilities, or expenses including, without limitation, personal injury claims, payment of liens, sums paid in settlement of claims, fees of attorneys, consultants, and experts, the capital and operating costs of any Investigation or Remediation, loss of use or damages, loss of profits, rentals or other business opportunities or property losses, increased development costs, and damages to natural resources or to property.

1.23 "Closing" means the closing of the conveyances by Catellus to the City of the Western Pacific Transfer Parcels and the Western Pacific Shoreline, simultaneously with the conveyance by the City to Catellus of some or all of the Port Transfer Parcels and the conveyance by Catellus to the State of a Public Trust Easement over the Western Pacific Easement Parcels, as more particularly provided in Section 3.

1.24 "Closing Date" means the date on which the Closing shall occur and shall be determined in accordance with Section 2.

1.25 "Commercial/Recreational Uses" means those Existing Uses designated as "Commercial/Recreational Uses" on Exhibit "G" attached hereto.

1.26 "Conditions Satisfaction Notice" has the meaning given in Section 14.

1.27 "Default" is defined in Section 12.1.

1.28 "Escrow" means the escrow opened by the Parties for the Closing.

1.29 "Designated Existing Use Areas" has the meaning set forth in Section 11.1.1.

1.30 "Escrow Instructions" are the supplemental joint escrow instructions to be entered into between the Parties to be used to consummate the Closing.

1.31 "Existing Uses" means the uses that currently exist on the Port Property, consisting of Commercial Recreational Uses and Maritime/Industrial Uses, which are located within the applicable Designated Existing Use Areas. A complete list of such uses is attached hereto as Exhibit "G."

1.32 "Final Date" is the date five (5) years after the Amended PLTA Effective Date.

1.33 "Final Judgment" means a judgment entered by a court or an order of a regulatory body of competent jurisdiction from which no appeal or review can be taken or as to which all right of appeal or review has lapsed or has been exhausted.

1.34 "Final Site Clearance" means a written statement from the RWQCB stating that the environmental condition of a parcel is appropriate for its designated use and that no further Investigation or Remediation of Hazardous Substances is required by the RWQCB for the parcel other than that specified in an existing approved RMP (including a health and safety plan) or one imposed in deed use restrictions or other institutional controls approved by the RWQCB (including without limitation a recorded Environmental Covenant and Restriction under California Civil Code Section 1471). An environmental Certificate of Completion issued by the RWQCB under California Health and Safety Code Section 25264 shall be deemed to be the equivalent of Final Site Clearance; provided, however, that Final Site Clearance may be issued by the RWQCB in the absence of a Certificate of Completion.

1.35 "Hazardous Substance(s)" means 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.

1.36 "Insolvency; Insolvent Party" are defined in Section 12.8.1.

1.37 "Investigate" or "Investigation" when used with reference to Hazardous Substances means any activity undertaken to determine the nature and extent of Hazardous Substances that may be located in, on, under or about property or which have been, are being, or are threatened to be Released into the environment.

1.38 "Laws" means all laws, statutes, ordinances, resolutions, regulations, judicial decisions, proclamations, orders or decrees of any municipal, state or federal government or their departments, courts, commissions, boards and officers thereof, or any other governmental authority, having jurisdiction over the Property or any portion thereof.

1.39 "Liens" means any mortgage, deed of trust, security interest, lien, pledge, or other charge or encumbrance of any nature, other than leases permitted under this Agreement.

1.40 "Losses" or "Loss" means any and all claims, demands, losses, damages, liens, liabilities, injuries, deaths, penalties, fines, lawsuits and other proceedings, judgments and awards rendered therein; and costs and expenses, including, but not limited to, reasonable attorneys' fees.

1.41 "Maritime/Industrial Uses" means those uses designated as "Maritime/Industrial Uses" on Exhibit "G."

1.42 "McEnerney Action" means an action under California Code of Civil Procedure §§751.01-751.28 to establish the fee ownership of all or part of the Transfer Parcels.

1.43 "McEnerney Exception" is defined in Section 5.1.2.

1.44 "Mission Bay Property" means that real property which is described in Exhibit "A-1" and outlined in black on Exhibit "B."

1.45 "Mortgage" means any mortgage, deed of trust, financing lease, indenture, trust agreement, reimbursement agreement, certificate of participation, collateral assignment or other agreement or instrument (including without limitation any derivative agreement, swap, hedge, forward purchase or other instrument relating to any of the foregoing) creating or evidencing a security interest in, encumbrance upon, securitization of or lien against (a) the Affected Area or any portion thereof or interest therein, or (b) any income, rentals, revenue, profits or other proceeds derived from the Catellus' ownership, operation, leasing or sale of the real property in the Affected Area or the improvements thereon or any portion thereof or interest therein, whether as security for the repayment of a loan or the performance of an obligation or as the creation of

fractional undivided interests which are sold or pledged, directly or indirectly, or which are negatively pledged.

1.46 "Mortgagee" means the holder of a Mortgage or of any beneficial interest therein, and shall include any insurer or guarantor of a Mortgage, or of any obligation or condition secured by such Mortgage. A Mortgagee shall also include a Person holding an interest in a Mortgage by way of collateral assignment securing the performance of an obligation of the holder of such Mortgage, to the extent provided in such collateral assignment.

1.47 "North OPA" means that certain Mission Bay North Owner Participation Agreement by and between the Agency and Catellus, dated for reference purposes as of November 16, 1998.

1.48 "Other Agreements" means the Amended CLTA and the Agreement Concerning the Public Trust.

1.49 "Party" means the City or Catellus; "Parties" means both the City and Catellus.

1.50 "Permitted Exceptions" means the Catellus Permitted Exceptions and the Port Permitted Exceptions.

1.51 "Person" means any natural person, corporation, firm, partnership, association, joint venture, limited liability company, government (domestic or foreign), governmental or political subdivision or agency, or any other similar entity.

1.52 "PLTA" means that certain Mission Bay Port Land Transfer Agreement between the City and Catellus, dated for reference purposes only September 8, 1993 recorded as Instrument No. F 601969, at Reel G129, Image 0456, on May 11, 1994.

1.53 "PLTA Effective Date" means November 6, 1993.

1.54 "Port" means the City and County of San Francisco acting by and through the San Francisco Port Commission.

1.55 "Port Entities" means the City and County of San Francisco, the San Francisco Port Commission, their respective assigns, and their respective elective and appointive boards and their agents, employees, departments, commissions, officers, managers, tenants, lenders, invitees and guests.

1.56 "Port Leasehold Parcels" is defined in Section 3.1.1.4.

1.57 "Port Open Space Parcels" means the real property currently within Port jurisdiction which is described in Exhibit "H" and depicted on Exhibit "H-1" and is to be developed as open space or streets.

1.58 "Port Permitted Exceptions" means (i) those exceptions to title to the Port Transfer Parcels set forth on Exhibit "I" attached hereto; (ii) the Record of Survey, but not any

exceptions to title resulting from matters shown thereon, unless listed on Exhibit "I"; (iii) a special tax lien of the Mello-Roos Community Facilities District No. 90-1 of the San Francisco Unified School District; (iv) any future special tax lien of any other Mello-Roos Community Facilities District or Districts for which Catellus casts an affirmative vote; (v) the Catellus Lease, with respect to the Port Transfer Parcels, if any, to be subject to the Catellus Lease; (vi) restrictions required to be recorded against the Port Transfer Parcels by the BCDC; (vii) restrictions required to be recorded against the Port Transfer Parcels by the RWQCB pursuant to an approved RMP; (viii) with respect to any Port Leasehold Parcel which Catellus has elected not to take title to at Closing pursuant to Section 3.1.1.4, leases or occupancy agreements affecting such parcel(s) which are terminable by the Port without cost upon no more than thirty (30) days prior written notice to the tenant or occupant, where the tenant has waived in writing any claim for relocation assistance or costs or the Port has agreed in writing to pay such relocation assistance and costs; (ix) if applicable, the South OPA and the Redevelopment Plan and Plan Documents (as defined in the Redevelopment Plan); (x) with respect to the Affected Area only, the declaration and acknowledgement described in Section 11.3; (xi) with respect to the Transfer Map Parcels only, the terms and conditions of the Transfer Map; and (xii) leases or occupancy agreements on any Port Transfer Parcel other than a Port Leasehold Parcel which Catellus has agreed in writing to assume. Permitted Exceptions shall also include any additional exceptions determined in accordance with either Sections 5.1.3(b), 9.3 or 9.5 or determined in accordance with Section 5.1.3.1 of the Amended CLTA.

1.59 "Port Property" means certain property along Terry François Boulevard referred to in Section 11.1, which is shown on Exhibit "J."

1.60 "Port Transfer Parcels" means those parcels of real property that are described in Exhibit "K" attached hereto and depicted on Exhibit "K-1" attached hereto, which (i) will be transferred by the Port to Catellus pursuant to Section 3.1.1.4, (ii) will be leased by the Port to the Agency pursuant to Section 6.4, or (iii) with respect to the City Facilities Parcel, the Port will relinquish jurisdiction over to the City's Real Estate Department, pursuant to Section 5.1.8.

1.61 "Preliminary Reports" means those reports issued by Title Company with respect to the Transfer Parcels which are more specifically identified on Exhibit "L" attached hereto.

1.62 "Public Trust" means the public trust for commerce, navigation, and fisheries.

1.63 "Record of Survey" means the Record of Survey Map of Mission Bay filed in Book Y of Survey Maps at Pages 62-82, and recorded on July 28, 1992 in Reel F679, Image 0620, as Instrument No. F162698, in the Official Records of the City and County of San Francisco.

1.64 "Redevelopment Plan" means the Redevelopment Plan for the Mission Bay North Redevelopment Project, approved by the Board of Supervisors of the City pursuant to Ordinance No. 327-98, adopted on October 26, 1998, or the Redevelopment Plan for the Mission Bay South Redevelopment Project approved by the Board of Supervisors of the City pursuant to Ordinance No. 335-98, adopted on November 2, 1998, as the context may require.

1.65 "Regulatory Agency" means any local, state or federal agency with jurisdiction over the Investigation and Remediation of Hazardous Substances.

1.66 "Remediate," "Remediation" or "Response" when used with reference to a Hazardous Substance means any activity undertaken to clean up, remove, contain, treat, stabilize, monitor or otherwise control or manage, including, without limitation, to manage in place, the Hazardous Substance. Remediation includes, without limitation, those actions included within the definition of "remedy" or "remedial action" in California Health and Safety Code Section 25322 and "remove" or "removal" in California Health and Safety Code Section 25323.

1.67 "Release" when used with reference to a Hazardous Substance means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of the Hazardous Substance into the environment.

1.68 "Risk Management Plan" or "RMP" means a written plan for a Port Transfer Parcel or the Western Pacific Property approved by the RWQCB specifying the requirements to Investigate and Remediate Releases or threatened Releases of Hazardous Substances during pre-construction, construction and post-construction activities that are consistent with the designated open space, street or police/fire station land use for the parcel and are protective of human health and the environment.

1.69 "RWQCB" means the Regional Water Quality Control Board for the San Francisco Bay Region, its Executive Officer, or staff authorized to make decisions regarding the subject at issue.

1.70 "Significant Transferee" means a Transferee that owns or is the lessee for a term longer than five (5) years of, in the aggregate, (i) more than 20,000 sq. ft. of commercial or retail space, or (ii) more than 12 residential units.

1.71 "South OPA" means that certain Mission Bay South Owner Participation Agreement by and between the Agency and Catellus, dated for reference purposes as of November 16, 1998.

1.72 "State" means the State of California.

1.73 "State Lands Agreement" means that certain agreement between the State Lands Commission, the City and Catellus dated November 6, 1993 and recorded as Instrument No. 94-F601970-00 in the Official Records of the City and County of San Francisco.

1.74 "State Lands Commission" means the California State Lands Commission.

1.75 "Street Vacation Parcels" means the Port Transfer Parcels which consist of the portions of Illinois Street designated as Parcels 11 and 12 on Exhibit "K-1."

1.76 "Subdivision Map Act" is defined in Section 4.1.3.

1.77 "Terry François Parcel" means the parcel of real property so labeled on Exhibit "H-1."

1.78 "Title Company" means Stewart Title Guaranty Company or any other title insurance company mutually agreeable to the Parties.

1.79 "Transfer" means to sell, assign, convey, lease, license for exclusive occupancy, sublease, mortgage, hypothecate or otherwise alienate. This definition applies to all uses of transfer, regardless of the case of the term.

1.80 "Transfer Map" has the meaning given in Section 4.3.3.

1.81 "Transfer Map Parcels" has the meaning given in Section 4.3.3.

1.82 "Transfer Parcels" means the Port Transfer Parcels and the Western Pacific Property.

1.83 "Transferee" means a Person receiving a Transfer.

1.84 "Unavoidable Delay" means a delay in the performance of any term or condition of this Agreement that is caused by strikes or other labor disputes, acts of God, shortage of or inability to obtain labor or materials, damage to works in progress by any casualty, except to the extent caused by the negligence of the Person claiming the benefit of the Unavoidable Delay, lawsuits brought by plaintiffs unaffiliated with the Person claiming the benefit of the Unavoidable Delay, restrictions imposed or mandated by governmental or quasi-governmental entities, enemy action, civil commotion, fire, flood, earthquake or any other unforeseeable event beyond the reasonable control of a Person; provided, however, that:

(i) The Party claiming the Unavoidable Delay gives the other Party written notice of the commencement of such delay within fifteen (15) days after claiming any benefit thereof;

(ii) A Party claiming the Unavoidable Delay must at all times be acting diligently and in good faith to avoid foreseeable delays in performance, and to remove the cause of the delay or to develop a reasonable alternative means of performance; and

(iii) No delay in performance claimed by a Party to be attributable to Unavoidable Delay may exceed ninety (90) days.

1.85 "Unmatured Event of Default" is defined in Section 12.1.

1.86 "Western Pacific Easement Parcels" means that real property which is described in Exhibit M and depicted in Exhibit M-1 which the City and Catellus shall encumber with an easement for the Public Trust and the Burton Act Trust, for the purposes of effectuating the Public Trust uses provided for in the Act, in accordance with Section 3.1.1.8.

1.87 "Western Pacific Lease" is defined in Section 3.1.4.

1.88 "Western Pacific Property" means that real property which is described in Exhibit "A-2" and outlined in black on Exhibit "C" that will be transferred by Catellus pursuant to this Agreement. The Western Pacific Property includes the Western Pacific Transfer Parcels, the Western Pacific Shoreline (except for a portion thereof within Maryland Street and located outside of the Western Pacific Property) and the Western Pacific Easement Parcels.

1.89 "Western Pacific Shoreline" means that real property which is described on Exhibit "N" and depicted on Exhibit "N-1."

1.90 "Western Pacific Transfer Parcels" means those parcels within the Western Pacific Property which are being transferred directly by Catellus to the City pursuant to this Agreement, as more particularly described in Exhibit "O" and depicted in Exhibit "O-1" hereto.

1.91 "Wetlands License" means that certain Irrevocable License Agreement (Mission Bay Wetlands Park) entered into by and between the City and Catellus dated February 4, 1994 and cancelled effective July 1, 1996.

2. The Closing.

2.1 Selection of the Closing Date.

(i) The Closing Date shall be determined as follows: Catellus shall give the City at least ninety (90) days prior notice of the date it proposes as the Closing Date. The Closing Date selected by Catellus shall be based upon its reasonable good faith estimate as to when all of the conditions to Closing can be met. If the City reasonably objects to the proposed date within ten (10) days after Catellus' notice, the Parties shall meet and confer to select the Closing Date, which shall not be earlier or later than thirty (30) days before or after the date proposed by Catellus.

(ii) If (a) the City has been proceeding diligently to prosecute the McEnerney Actions in accordance with Section 5.1.2, (b) a McEnerney Exception has not been removed as required by Section 5.1.2, and (c) Catellus has not elected to proceed as provided in Section 6.1, then the City may elect to defer Closing for a period not to exceed six (6) months from the date otherwise scheduled for Closing in order to obtain a Final Judgment in the McEnerney Actions. If the City elects to defer Closing, the City's failure to remove the McEnerney Exception as required by Section 5.1.2 shall not be a Default until the expiration of said six (6) months.

2.2 Closing - Location. The Closing shall take place through the Escrow at the offices of the Title Company or at any other place that is acceptable to the Parties.

3. Events Occurring Before or at the Closing.

3.1 Events Occurring Before or at the Closing. Upon the terms and subject to the conditions set forth in this Agreement, the Parties shall cause the following actions to occur before or on the Closing Date, at the Closing:

3.1.1 Escrow Instructions. At least five (5) days prior to the Closing Date, the Parties shall execute and deliver the Escrow Instructions, in form reasonably satisfactory to the Parties, to the Title Company as escrow agent, instructing the Title Company to close the transactions herein contemplated upon the terms and conditions set forth in this Agreement and which shall specify that when the Title Company is prepared to issue the title policies set forth in Section 3.1.3 below, then all of the following documents are to be recorded by the Title Company upon the Closing in the following order and without the intervention of any other document:

3.1.1.1 Validating Judgment. A certified copy of the judgment(s) of a court of competent jurisdiction confirming the validity of this Agreement, the Amended CLTA and the Agreement Concerning the Public Trust and the transfers of lands contemplated by this Agreement and the Other Agreements, as they relate to the Burton Act, the Public Trust and/or the Act.

3.1.1.2 Quitclaim of State Claims in Port Transfer Parcels and City Facilities Parcel. A patent in the nature of a quitclaim duly executed and acknowledged from the State to the City in the form of Exhibit "P" conveying all the State's right, title, and interest held by virtue of its sovereign trust title to tide and submerged lands including, without limiting the generality of the foregoing, any Public Trust and Burton Act Trust interests, but reserving rights to subsurface mineral deposits as provided in Exhibit "P", in and to the Port Transfer Parcels (except for those Port Transfer Parcels which are also Port Leasehold Parcels), including the City Facilities Parcel and the Street Vacation Parcels.

3.1.1.3 Quitclaim of State Claims in Western Pacific Transfer Parcels. A patent in the nature of a quitclaim duly executed and acknowledged from the State to the City in the form of Exhibit "Q" conveying all the State's right, title, and interest held by virtue of its sovereign trust title to tide and submerged lands, and including, without limiting the generality of the foregoing, any Public Trust and Burton Act Trust interests, but reserving rights to subsurface mineral deposits as provided in Exhibit "Q", in and to a portion of the Western Pacific Transfer Parcels.

3.1.1.4 Conveyance of Port Transfer Parcels. A quitclaim deed in the form of Exhibit "R" duly executed and acknowledged by the City conveying the Port Transfer Parcels to Catellus, except, (i) at Catellus' election, to be made on or before the Closing Date, the City shall not convey title to the City Facilities Parcel to Catellus but the Port shall relinquish jurisdiction over the City Facilities Parcel to the City's Real Estate Department, subject to entering into a memorandum of understanding between the Port and the City's Real Estate Department allowing the Port's continued use of and retention of revenue from the City Facilities Parcel until such time as the City desires to commence construction of City facilities on the City Facilities Parcel; (ii) at Catellus' election, to be made on or before the Closing Date, the City shall not convey title to Catellus to certain of the Port Transfer Parcels which are more particularly described on Exhibit "S" and depicted on Exhibit "S-1" (the "Port Leasehold Parcels") (provided that upon Catellus' election from time to time pursuant to Section 6.4, the City shall lease some or all of the Port Leasehold Parcels and some or all of the Port Open Space

Parcels to the Agency pursuant to the Agency Lease, all as more particularly described in Section 6.4); and (iii) the Street Vacation Parcels shall not be conveyed at Closing but shall be conveyed, at Catellus' election after Closing, pursuant to Section 6.5.

3.1.1.5 Conveyance to City of Western Pacific Transfer Parcels. A quitclaim deed in the form of Exhibit "T" duly executed and acknowledged by Catellus conveying all of Catellus' right, title and interest in and to the Western Pacific Transfer Parcels to the City.

3.1.1.6 Conveyance to State of the Western Pacific Shoreline. A quitclaim deed in the form of Exhibit "U" duly executed and acknowledged jointly by the City and Catellus, conveying all of the City's and Catellus' respective right, title and interest in and to the Western Pacific Shoreline to the State.

3.1.1.7 Conveyance to City of the Western Pacific Shoreline. A patent in the nature of a quitclaim, in the form of Exhibit "V" duly executed and acknowledged by the State, conveying the Western Pacific Shoreline to the City subject to the Public Trust, subject to the Burton Act Trust, subject to the terms, conditions, exceptions, and reservations of the Burton Act as if those lands had been transferred to the City pursuant to the provisions of the Burton Act, and subject to the Act.

3.1.1.8 Conveyance to State of Public Trust Easement Encumbering Western Pacific Easement Parcels. An easement for the Public Trust and the Burton Act Trust, for the purposes of effectuating the Public Trust uses provided for in the Act, in favor of the State, in the form of Exhibit "W" duly executed and acknowledged by Catellus, encumbering the Western Pacific Easement Parcels.

3.1.1.9 Conveyance to City of Public Trust Easement Encumbering Western Pacific Easement Parcels. Patent in trust to the City in the form of Exhibit "X," duly executed and acknowledged by the State, encumbering the Western Pacific Easement Parcels with an easement for the Public Trust and the Burton Act Trust, for the purposes of effectuating the Public Trust uses provided for in the Act.

3.1.1.10 Other Easements. Easements in favor of the City or Catellus across land owned by Catellus or the City, as applicable, as of the Closing for access, utilities, and similar purposes, as referred to in Section 5.1.3(b). These easements shall be reasonably satisfactory to Catellus and the City and documented substantially in the form of Exhibit "Y" hereto and permit the City to vacate as public streets as of the Closing all portions of Port Transfer Parcels (other than the Street Vacation Parcels) that lie within public streets, subject to the provisions of Section 5.1.3(b). Such easements shall be deemed Port Permitted Exceptions, as applicable, notwithstanding that they do not so appear on the exhibits hereto setting forth the Port Permitted Exceptions.

3.1.1.11 Declarations and Acknowledgments. The declarations and acknowledgments required pursuant to Section 11.

3.1.1.12 Conditions Satisfaction Notice. The Conditions Satisfaction Notice, as provided in Section 13.

3.1.1.13 Transfer Map. The Transfer Map, as contemplated in Section 4.3.3.

3.1.2 Catellus Lease. The City, the Port and Catellus shall deliver the Catellus Lease into the Escrow to be held and delivered in accordance with the Escrow Instructions, duly executed and acknowledged by Catellus, the Port and the City. Fully executed originals of the Catellus Lease shall be delivered to Catellus, the Port and the City upon recordation of the documents described in Section 3.1.1 and a fully executed original of the Catellus Lease shall also be recorded, at the option of Catellus, following recordation of the documents described in Section 3.1.1.

3.1.3 Title Insurance. From the Title Company, (a) Catellus shall receive a policy of title insurance as described in Section 4.3.1, unless Catellus has waived such rights, (b) the City shall receive a policy of title insurance as described in Section 4.2.1, unless the City has waived such rights, and (c) the City as trustee and the State shall receive a policy of title insurance for the Western Pacific Shoreline and a policy of title insurance for the Western Pacific Easement Parcels, as described in Section 4.2.1, unless both the City and the State have waived such rights. The policies for the Western Pacific Easement Parcels and the Western Pacific Shoreline described in Section 4.2.1 to be issued to the City and the State pursuant to (c) above shall each be a single policy insuring both Parties' interests as they may appear in the applicable property, it being agreed by all Parties to this Agreement that there is to be no duplication of policy or premiums. Such policies shall be subject to a pro tanto, non-cumulative endorsement which would contain an aggregate risk liability under such policies, and such policies shall contain the endorsements required under the Agreement Concerning Public Trust. The total values of title insurance issued to the City and the State covering all their separate estates in the Western Pacific Property shall be the values set forth in Exhibit "Z" hereof. For the benefit of the grantee Party, the title insurance policy required by this Section 3.1.3 shall also contain title insurance endorsements (or reasonably similar coverage) adequate to assure the following as to the Transfer Parcel (and, if applicable, the Transfer Map Parcels) covered by the policy: (A) with respect to both Port Transfer Parcels and the Western Pacific Property, endorsements assuring the transferee Party that (i) the transfer of the Transfer Parcel in question pursuant to this Agreement does not violate the Subdivision Map Act (Section 66410, et seq., of the California Government Code) and local ordinances adopted pursuant thereto, (ii) there are no present violations on said Transfer Parcel of any enforceable covenants, conditions or restrictions, (iii) the Transfer Parcels as located on the survey thereof (said property and location being identified with respect to said survey) are the same properties described in the title insurance policy (provided that no such coverage will be required for the Western Pacific Easement Parcels), and (iv) the Transfer Parcels (other than the Western Pacific Easement Parcels) are contiguous along their common boundaries with all adjoining properties as shown on the survey thereof, without gaps or gores; (B) with respect to the Western Pacific Property (other than the Western Pacific Easement Parcels), endorsements assuring the City that (i) except as otherwise permitted by this Agreement, there are no encroachments of buildings, structures or

improvements located on the Western Pacific Property onto any adjoining property not owned by the City, nor any encroachments onto the Western Pacific Property of buildings, structures or improvements, not owned by the City, located on any adjoining property and (ii) the Western Pacific Transfer Parcels and Western Pacific Shoreline abut and have rights of access to one or more physically open street(s); and (C) with respect to the Port Transfer Parcels (and/or Transfer Map Parcels, to the extent provided in clause (iv) below), endorsements assuring Catellus that (i) except as may otherwise be permitted by this Agreement, there are no encroachments of buildings, structures or improvements owned by the City and located on the Port Transfer Parcels onto any adjoining property not owned, as of the Closing, by Catellus, nor any encroachments onto the Port Transfer Parcels of buildings, structures or improvements, not owned by Catellus, located on any adjoining property, (ii) the Port Transfer Parcels abut and have rights of access to one or more physically open streets, (iii) the applicable Port Transfer Parcel is contiguous along its common boundaries with all adjoining Port Transfer Parcels shown on the survey thereof, without gaps or gores, and (iv) each Transfer Map Parcel which contains all or any portion of a Port Transfer Parcel constitutes a lawfully created parcel according to the Subdivision Map Act and local ordinances adopted pursuant thereto. Any survey(s) required by the Title Company for the issuance of any of the foregoing endorsements shall be provided by Catellus at its sole cost and expense (unless, with respect to a Port Transfer Parcel, Catellus has waived receipt of the endorsement). The parties acknowledge that Catellus may elect to have the Title Company issue title insurance on the Transfer Map Parcels (of which certain of the Port Transfer Parcels are or will be a part) and that the issuance of such a policy, so long as all of the requirements under this Section 3.1.3 have been met with respect to the Port Transfer Parcels, shall be deemed to satisfy the requirements of this Section 3.1.3, as they relate to Catellus; provided, however, that it shall not be a condition to Catellus' obligations to proceed to Closing that the Title Company issue to Catellus any title insurance policy covering all of the Transfer Map Parcels, so long as the Title Company issues the endorsement described in clause (iv) above with respect to the Transfer Map Parcels and all other title insurance requirements under this Section 3.1.3 for the Port Transfer Parcels have been met.

3.1.4 Possession. Except if otherwise elected by Catellus pursuant to Section 3.1.1.4 (and except for the Street Vacation Parcels), possession of the Port Transfer Parcels to be conveyed to Catellus shall be delivered to Catellus at Closing. Possession of the Western Pacific Property shall be delivered to the City at Closing to the extent such property is not already in the City's possession at Closing pursuant to that certain lease of the Western Pacific Property by and between Catellus and the City dated as of March 12, 1996 (the "Western Pacific Lease") which shall terminate at Closing.

3.1.5 Delivery of Surveys. The Parties shall deliver to each other those surveys, records and similar documents that are required to be delivered by the Escrow Instructions.

3.1.6 Notice. On or before Closing, Catellus shall deliver to the City the notice required under Section 6.1

3.2 Prorations and Closing Costs. Rents, real estate taxes and assessments for the Western Pacific Property and the Port Transfer Parcels being conveyed to Catellus at Closing

shall be pro-rated as of 12:01 a.m. of the Closing Date. Catellus shall pay the transfer taxes and recording fees, if any, on all Transfer Parcels being conveyed at Closing together with any escrow fee, surveying costs, if any, and the premiums on any title insurance policy and endorsements. Recording will be at the City's request.

4. Conditions to the Closing.

4.1 General Conditions to the Closing. The obligations of each Party to perform the actions constituting the Closing are subject to the satisfaction, at or before the Closing, of the following conditions.

4.1.1 Absence of Litigation. No action or proceeding before any court or other governmental body shall have been filed or otherwise instituted that restrains or prohibits the transactions contemplated by this Agreement.

4.1.2 Consents. All consents, approvals, permits, orders and actions of any governmental entity (including any board, department or commission of the City), or any other Person, that either Party reasonably concludes must be obtained prior to the Parties' performing the transactions contemplated by this Agreement, shall have been obtained.

4.1.3 Subdivision Matters. All actions necessary to have the transactions that are to be undertaken at the Closing comply with Laws respecting the subdivision of land shall have been taken and shall have become final. The Parties agree that conveyances and transfers of property between Catellus and the City as provided for under this Agreement do not require a parcel map, tentative map or final map pursuant to Government Code § 66410 *et seq.* (the "Subdivision Map Act") because, among other reasons, public policy does not necessitate subdivision maps for those conveyances and transfers. The City shall provide the Title Company with letters or other assurances reasonably required by the Title Company evidencing that the City has determined that the transfers contemplated by this Agreement comply with or are exempt from compliance with the Subdivision Map Act.

4.1.4 Representations and Warranties True. The representations and warranties of each Party contained in Section 8 of this Agreement shall be true in all material respects, except for changes permitted by this Agreement, on or as of the time of the Closing, with the same effect as though such representations and warranties had been made at and as of the Closing; each Party shall have complied with all material covenants, agreements and conditions required to be performed or complied with by such Party at or as of the Closing; and each Party shall have delivered to the other a certificate signed by an authorized officer or official, dated the Closing Date, certifying in reasonable detail the truth of these requirements.

4.1.5 Execution and Closing of the Agreement Concerning the Public Trust. The Agreement Concerning the Public Trust shall have been executed by the Governor of the State of California, the City and Catellus, the patents in the nature of quitclaims referred to in Sections 3.1.1.2, 3.1.1.7 and 3.1.1.9 hereof shall have been deposited in Escrow by the State Lands Commission, and closing pursuant to the Agreement Concerning the Public Trust shall occur simultaneously with Closing pursuant to this Agreement. The Parties shall cooperate with

each other and diligently seek the State Lands Commission's approval of the Agreement Concerning the Public Trust as soon as possible after the Parties execute this Agreement.

4.1.6 Execution and Closing of the Amended CLTA. The Parties shall have executed the Amended CLTA, all the conditions to the Initial Closing set forth in the Amended CLTA shall have been waived or satisfied, and the Initial Closing pursuant to the Amended CLTA shall occur simultaneously with Closing pursuant to this Agreement.

4.1.7 Agency Lease. The Parties shall have approved the form of the Agency Lease.

4.2 Conditions to the Obligations of the City. The obligations of the City to perform the actions constituting the Closing are subject to the satisfaction, at or before the Closing, of the following conditions.

4.2.1 Condition of Title to the Western Pacific Property. The Western Pacific Transfer Parcels, Western Pacific Shoreline and Western Pacific Easement Parcels shall be free and clear of all encumbrances to title, including leases, unrecorded encumbrances, and (except for the Western Pacific Easement Parcels) interests that would be disclosed by survey or inspection, other than the Catellus Permitted Exceptions. As evidence that title is in that condition, the Title Company shall have issued at the Closing upon payment of its required fee, an ALTA extended coverage policy of title insurance with respect to the Western Pacific Transfer Parcels and Western Pacific Shoreline and a CLTA policy of title insurance for the Western Pacific Easement Parcels (with such reinsurance and direct access agreements as the City may reasonably require), in the amount of the applicable value as set forth for the Western Pacific Transfer Parcels, Western Pacific Shoreline and Western Pacific Easement Parcels in Exhibit "Z," that (a) insure the City's estate in fee in the Western Pacific Transfer Parcels, as created by the Quitclaim Deed in the form of Exhibit "T," the City's estate, in fee as trustee in the Western Pacific Shoreline as created by the Patent in the form of Exhibit "V," and the easements in favor of the City, as trustee, in the Western Pacific Easement Parcels, as created by the Patent in the form of Exhibit "W" with the endorsements referred to in Section 3.1.3 and subject only to (i) the Catellus Permitted Exceptions, (ii) as to the Western Pacific Shoreline and Western Pacific Easement Parcels, the Act, the Burton Act Trust and the terms, conditions, and reservations of the Burton Act and the Act, and (iii) any other exceptions that are consented to in writing by the City, (b) as to the Western Pacific Shoreline and Western Pacific Easement Parcels, names the State as an additional insured as its respective interest may appear, and (c) as to the Western Pacific Easement Parcels, matters that a survey or inspection may disclose.

4.2.2 Catellus Performance. Catellus performs or causes to occur all actions that it is required to perform or cause to occur at or before the Closing, including delivery of the Western Pacific Property in the condition required by this Agreement.

4.3 Conditions to the Obligations of Catellus. The obligations of Catellus to perform the actions constituting the Closing are subject to the satisfaction, at or before the Closing, of the following conditions.

4.3.1 Condition of Title to Port Transfer Parcels. The Port Transfer Parcels shall be free and clear of all exceptions to title, including leases, unrecorded encumbrances, and interests that would be disclosed by survey or inspection, other than the Port Permitted Exceptions. As evidence that title is in that condition, the Title Company shall have issued at the Closing upon payment of its required fee, its owner's title insurance policy, on either the 1970 ALTA extended coverage or CLTA standard coverage form, at the sole election of Catellus (with such reinsurance and direct access agreements as Catellus may reasonably require), in the amount of the value as set forth for the Port Transfer Parcels in Exhibit "Z" (unless Catellus elects, in its discretion, to obtain insurance in a different amount), that insures fee title to the Port Transfer Parcels, in Catellus or its nominee (or if Catellus has elected not to take title to the Port Leasehold Parcels, the City Facilities Parcel and/or the Street Vacation Parcels, such policy shall show title vested in the City subject to the rights of Catellus under this Agreement), conforming to the requirements of Section 3.1.3, and subject only to (i) the Port Permitted Exceptions, (ii) the easements contemplated in Sections 3.1.1.10 and 5.1.3(b), and (iii) any other exceptions that are consented to in writing by Catellus. Catellus may elect, in its discretion, to have the title insurance described herein for any Port Transfer Parcels which are contained within Transfer Map Parcels, included in a title insurance policy which covers the Transfer Map Parcels.

4.3.2 City Performance. The City performs or causes to occur all actions that are required to perform or cause to occur at or before Closing, including delivery of the Port Transfer Parcels in the condition required by this Agreement.

4.3.3 Recordation of Transfer Map. Catellus shall have obtained all necessary approvals from the City for a tentative map and recordation of a final subdivision map ("Transfer Map") satisfactory to Catellus which shall create valid legal parcels (which are leasable, transferable, and mortgageable) out of the City Transfer Parcels (as defined in the Amended CLTA) and those Port Transfer Parcels which Catellus is to acquire fee title to pursuant to Section 3.1.1.4, and the property owned by Catellus adjacent to the City Transfer Parcels and the Port Transfer Parcels Catellus acquires fee title to, which parcels shall be in substantially the configuration shown on Exhibit "HH" attached hereto (such parcels being referred to herein as the "Transfer Map Parcels"), with such revisions as Catellus may deem necessary to accommodate a parking lease for the new baseball stadium under construction for the San Francisco Giants (which may include further division of each of parcels 12 and 13 on Exhibit "HH" into additional parcels), all conditions to recordation of the Transfer Map (other than recordation of the deeds, patents and instruments described in Section 3.1 herein and in the Other Agreements) shall have been satisfied or waived, and such Transfer Map shall be recorded in the order prescribed in Section 3.1 immediately following recordation of the deeds and other documents described therein. The Escrow Instructions shall provide that the Transfer Map shall not be recorded until the deeds and instruments referred to in Section 3.1 and in the Other Agreements, which shall have been reviewed by the City's Department of Public Works ("DPW"), have been recorded, without modification, except as approved by DPW, in the order required in Section 3.1, and the Title Company is in a position to confirm that title to the property which is the subject of the Transfer Map is vested in the applicable parties who have executed the Transfer Map. Nothing contained herein shall, in and of itself, be deemed an approval by the City of the Transfer Map. In addition, the Parties acknowledge that the Transfer

Map shall indicate that it is for purposes of financing, leasing and conveyance only and may contain notes or conditions restricting or prohibiting development of the Transfer Map Parcels until provision of all necessary infrastructure as described in the North OPA, South OPA and/or Redevelopment Plan, as applicable, to be provided in connection with the issuance of subsequent City permits, subdivision maps and improvement plans, as applicable, and compliance with the North OPA, South OPA and/or Redevelopment Plan, as applicable (unless the requirements of the North OPA, South OPA and/or Redevelopment Plan, as applicable, have been satisfied). Upon Catellus' request after recordation of the Transfer Map, the City shall issue Certificates of Compliance for each of the Transfer Map Parcels.

5. Conduct of the Parties Prior to the Closing.

5.1 Conduct of the Parties Prior to the Closing. Prior to the Closing (and, with respect to the obligations of the City under Section 5.1.3(d), after the Closing) each Party promises to perform the following actions and to satisfy the following covenants:

5.1.1 Satisfy Conditions Precedent. Each Party shall use due diligence to take all actions reasonably necessary to satisfy or cause to be satisfied each of the conditions precedent to the obligation of the other Party to proceed with the Closing, including as to each Party (except as provided in Section 5.1.7) eliminating or causing the elimination of all exceptions to title other than the Permitted Exceptions, to the respective Transfer Parcels; provided, however, that the City's obligations under Sections 3, 4, 5 and 6 with respect to the state of title to the Port Transfer Parcels shall not require any expenditure of City funds, other than for administrative expense (unless Catellus has otherwise agreed to pay such administrative expense).

5.1.2 McEnerney Actions. Subject to the proviso in the last clause of Section 5.1.1, wherever one of the Preliminary Reports states that a McEnerney Action is required to establish the ownership of all or part of one of the Transfer Parcels, or of a larger portion of land of which a Transfer Parcel is a part (such a statement is referred to herein as a "McEnerney Exception"), the Party that claimed fee ownership of that Transfer Parcel on the PLTA Effective Date shall commence (if it has not already done so) and diligently carry to Final Judgment such McEnerney Action. The parties acknowledge that Catellus has commenced a McEnerney Action in the Superior Court of the State of California for the City and County of San Francisco under Case No. 44491 and that the City has commenced McEnerney Actions in such court under Case Nos. 44492, 44493, 44494 and 44495, and that those actions are the only McEnerney Actions currently required under the Preliminary Reports. The McEnerney Actions required by this Agreement shall not litigate the validity of any claims of title under the Burton Act or any claims of the applicability of the Burton Act Trust or the Public Trust to the parcels subject to the McEnerney Actions and the descriptions of the properties subject to the McEnerney Actions shall exclude the terms, conditions, and reservations contained in the Burton Act. The form of the pleading and the parties named therein shall be sufficient to enable the Title Company to eliminate the McEnerney Exception from its Preliminary Reports and title insurance policies after a Final Judgment has been obtained in the action. The condition required by this Section shall not be deemed met until the Final Judgment shows the parcels that are subject to it with established boundaries, as contemplated by the applicable Preliminary Report, and with title in the name of Catellus or the City, as applicable, free and clear of all right, title and interest of any other Person except (i) those title exceptions set forth for each such parcel in

the Preliminary Reports (other than the McEnerney Exceptions), (ii) exceptions for the Burton Act, or the Burton Act Trust, or the Public Trust or the Act, and (iii) any other exceptions that have been consented to in writing by the Party to be the transferee of the applicable Transfer Parcel under this Agreement.

5.1.3 Street Vacations.

(a) Prior to the Closing, the City shall diligently take all actions reasonably necessary to vacate and abandon as public streets, all portions of all Port Transfer Parcels (other than the Street Vacation Parcels and Additional Street Vacation Areas) that lie within public streets; provided, further, that the City's obligation to vacate and abandon public streets is subject to (i) the City's not being required to expend funds, other than for administrative expense, (ii) the provisions of Section 5.1.3(b), (iii) Catellus and its Affiliates not objecting to the vacation and abandonment of those public streets or portions of public streets, and (iv) the City's exercise of its municipal discretion in determining in good faith that it can vacate and abandon the public streets or portions of public streets in question because it can make the findings and determinations required by law for vacation and abandonment of the streets or portions of streets which are subject to this Agreement. If the City does not vacate or abandon as a public street all of the portions of Port Transfer Parcels (other than the Street Vacation Parcels and Additional Street Vacation Areas) that lie within public streets, but the City has otherwise fulfilled its obligations under this Agreement, Catellus' only remedies shall be to elect, at its sole discretion, (v) to terminate this Agreement prior to the Closing without liability to the City, (vi) to proceed with the Closing (but preserving its right to seek specific performance pursuant to clause (viii) of this subsection 5.1.3(a), (vii) if an impediment to the City's vacation and abandonment of public streets is the requirement to spend funds other than administrative expenses, to pay the funds, other than administrative expenses, required in order to complete the vacation and abandonment of the public streets, or (viii) to seek specific performance of the obligation.

(b) In order for the City to perform its street vacation obligations under this Agreement and its other obligations under this Agreement to clear title to and convey Port Transfer Parcels that are not public streets, the City may from time to time require from Catellus the easements described in Section 3.1.1.10 to provide for necessary access to other properties, for utilities and for similar purposes which will be lost or the reason for which will arise by reason of a particular street vacation. In addition, in connection with the vacation of any streets pursuant to this Agreement, the Other Agreements and/or as contemplated by the Redevelopment Plan and Plan Documents, the City shall grant to or reserve for the benefit of Catellus easements substantially in the form of Exhibit Y for necessary access or other similar purposes to other property of Catellus, the reason for which will arise by reason of a particular street vacation. Such easements granted to the City shall be Permitted Exceptions, reservations from the Port Transfer Parcels, or grants from land owned by Catellus, and, in each case, may, as necessary, benefit the City or other persons. The easements granted to Catellus may benefit Catellus and/or other persons. The nature, location and amount of any such easements shall be reasonably selected by the City and Catellus, including, without limitation, that the selection be appropriate for the purposes referred to above and not unreasonably interfere with the proposed development

of the site burdened by the proposed easement. Until permanent access is agreed to by the Parties, any such easement created pursuant to this Section 5.1.3 may be relocated from time to time, using the same criteria and procedures as for their initial selection at no cost to the City or Catellus, as applicable, other than administrative expenses. Any dispute under these provisions shall be submitted to ADR.

(c) Notwithstanding anything to the contrary in this Agreement, Catellus shall not be required to release and remove its abutter's rights to a particular street where and so long as the City fails to carry out any obligation it has to vacate said street that arise under this Agreement or under any of the Other Agreements.

(d) Notwithstanding anything to the contrary in this Agreement, the parties acknowledge that the City shall not be obligated to begin taking action to vacate and abandon the public streets located within the Street Vacation Parcels or Additional Street Vacation Areas unless and until Catellus elects by written notice given from time to time (i) pursuant to Section 6.5 to acquire one or more of the Street Vacation Parcels, or (ii) to have the City vacate and abandon any Additional Street Vacation Area upon which Catellus intends to commence constructing improvements and/or infrastructure contemplated under the South OPA and/or Redevelopment Plan and Plan Documents. The City shall, upon receipt of any such notice, diligently take all actions reasonably necessary to vacate and abandon the public streets on the applicable Street Vacation Parcels in accordance with Section 6.5 or the Additional Street Vacation Areas, as applicable, subject to the limitations set forth in Section 5.1.3(a), and in the case of any Street Vacation Parcels, the applicable Street Vacation Parcels shall be conveyed to Catellus upon completion of such proceeding(s) pursuant to Section 6.5, provided that Catellus' remedies for a failure of the City to so vacate and/or convey shall be limited to those set forth in Sections 5.1.3(a)(vi), (vii) and (viii).

5.1.4 No Liens. Neither Party shall permit any Liens against any Transfer Parcel owned by such Party other than (i) a Lien that is a Permitted Exception or (ii) a Lien, the creation of which is permitted by Section 10 (including any lease which is or would be permitted under the Catellus Lease) and each Party shall promptly cause to be discharged any Lien created in violation of this Agreement.

5.1.5 Surveys. To the extent that surveys of the boundaries or the interiors of the Transfer Parcels other than the Western Pacific Easement Parcels are necessary to permit the Closing or any subsequent closing under Section 6.5 to occur, or for Catellus, the City, or the State to obtain title insurance or are otherwise necessary to convey the Port Transfer Parcels to Catellus, or the Western Pacific Property to the City, and the City does not possess sufficiently accurate and detailed surveys, Catellus, at its sole expense, shall cause the Transfer Parcels other than the Western Pacific Easement Parcels to be surveyed. With respect to the Port Transfer Parcels, if the Title Company requires any survey(s) in order to issue any of the endorsements required by Section 3.1.3 hereof and if Catellus fails to provide such survey(s) to the Title Company, Catellus shall be deemed to have waived any conditions precedent in its favor as the transferee of the Port Transfer Parcels that could not be satisfied without providing such survey(s) to the Title Company. The Parties shall cooperate in obtaining the policies by

providing surveys and engineering studies in their possession that relate to title or geologic conditions.

5.1.6 Improvements. Catellus shall have no obligation to remove any improvements or other property placed on the Western Pacific Property by the City after the City became lessee of the Western Pacific Property under the Western Pacific Lease. If the Western Pacific Lease has terminated prior to the Closing Date, Catellus shall not erect any improvements above, on or below the Western Pacific Property that would materially adversely affect Catellus' ability to convey the Western Pacific Property as required by this Agreement, and shall repair any damage caused by Catellus or any of its agents or Affiliates after the date of this Agreement to any existing utilities infrastructure within the boundaries of or leading to the Western Pacific Property or that serves any of the Western Pacific Property, unless the damaged infrastructure is replaced by a new utility system reasonably satisfactory to the City.

5.1.7 Existing Tenancies or Leases. Each Party shall eliminate existing tenancies or leases on the Transfer Parcels (including tenancies or leases on the Port Leasehold Parcels and City Facilities Parcel) that the Party is to convey to the other Party or to lease to the Agency pursuant to the Agency Lease, other than leases or tenancies that are Permitted Exceptions or leases or tenancies that are permitted under the Catellus Lease (or would be permitted under the Catellus Lease, if the Catellus Lease was then in effect). Except as permitted under Section 3.1.1.4 with respect to the Agency Lease, the Port shall not enter into new tenancies or leases or extend or modify any existing tenancies or leases (including, without limitation, any tenancies or leases with respect to the Port Leasehold Parcels or City Facilities Parcel), other than month-to-month tenancies with relocation assistance waivers, without Catellus' prior consent, which will not be unreasonably withheld or delayed, although nothing contained in this sentence shall be deemed to modify the Port's obligations to eliminate existing tenancies pursuant to the first sentence of this Section. It will be deemed reasonable for Catellus to refuse consent to any proposed leases or tenancies which do not contain relocation assistance waivers, unless the Port has agreed in writing to pay all required relocation assistance. The foregoing notwithstanding, Catellus shall have the right, by notice given to the Port not less than ninety (90) days prior to the Closing, to elect to assume or take assignment of the Port's interest as lessor in any or all of the existing leases on the Port Transfer Parcels specified in such notice. Said notice may be given concurrently with Catellus' notice of Closing under Section 2.1.

5.1.8 City Facilities Parcel. The Port shall take all actions necessary to relinquish the Port's jurisdiction over the City Facilities Parcel so that upon Closing, jurisdiction over the City Facilities Parcel resides in the City's Real Estate Department, subject to entering into a memorandum of understanding between the Port and the City's Real Estate Department allowing the Port's continued use of, and retention of revenue from the City Facilities Parcel, until such time as the City desires to commence construction of City facilities on the City Facilities Parcel.

6. Obligations of the City Extending After the Closing.

6.1 Election to Proceed. If, on the date selected for the Closing, a condition to the conveyance of one or more Port Transfer Parcels is not satisfied or waived and this Agreement has not been terminated, Catellus may elect to proceed with the Closing subject to the provisions of this Section 6 and without waiving its rights to satisfaction of the unsatisfied condition. The City, if it has been using due diligence to seek to satisfy the unfulfilled condition, shall not be in Default of this Agreement on account of the failure to satisfy that condition. Concurrently with the Closing, Catellus shall confirm by written notice to the City, to Catellus' knowledge, which conditions to Closing, if any, remain unsatisfied; a failure by Catellus to so confirm by written notice shall be deemed notice by Catellus to the City that no unsatisfied conditions to Closing remain.

6.2 Deliveries at Closing. If, in spite of the failure of the City to satisfy one or more conditions to Closing, Catellus elects to proceed with the Closing, at the Closing, the City shall deliver to Catellus quitclaim deeds to all Port Transfer Parcels to be conveyed to Catellus pursuant to Section 3.1.1.4 above regardless of the condition or conditions that are unsatisfied. Catellus may elect to accept conveyance of the City's fee interest subject to (a) as to Port Transfer Parcels that are public streets or portions of public streets that have not been vacated and abandoned, all easements and licenses created pursuant to Section 5.1.3(b) and (b) all exceptions to title existing on the Closing Date.

6.3 City Actions after Closing. If Catellus has elected to Close pursuant to Section 6.2, after the Closing, the City (a) will use its best efforts to eliminate any exceptions to title to the Port Transfer Parcels, other than Port Permitted Exceptions, (b) will use its best efforts to take all actions reasonably necessary to vacate and abandon as public streets, all portions of all Port Transfer Parcels that lie within public streets, subject to (i) the provisions of Section 5.1.3(b), (ii) Catellus and its Affiliates not objecting to the vacation and abandonment of those public streets or portions of public streets, and (iii) the City's exercise of its municipal discretion in determining in good faith that it can vacate and abandon the public streets or portions of the public streets in question because the City can make the findings and determinations required by law for vacation and abandonment of the streets or portions of streets that are subject to this Agreement, and (c) will use its best efforts to otherwise satisfy conditions to the Closing which were not satisfied as of the Closing.

6.4 Agency Lease. Catellus shall have the right to cause the City and Port to lease some or all of the Agency Leasehold Parcels and portions of the premises under the Catellus Lease which are to be developed as open space or parks pursuant to the North OPA, South OPA and/or Redevelopment Plan, in phases to the Agency pursuant to the Agency Lease, as more particularly hereinafter described. From and after the Closing, Catellus, from time to time, may give the City and Port notices (each, an "Agency Lease Notice") specifying the Agency Leasehold Parcels and/or portions of the premises under the Catellus Lease that Catellus then wants to become subject to the Agency Lease, provided that Catellus is then required to, or has elected to construct open space improvements on the applicable portions of the Agency Leasehold Parcels and/or portions of the premises under the Catellus Lease in accordance with

the North OPA, the South OPA and/or Redevelopment Plan. If the initial Agency Lease Notice covers any Agency Leasehold Parcel, within sixty (60) days following receipt of the initial Agency Lease Notice, or if the initial Agency Lease is for property other than the Agency Leasehold Parcels, within thirty (30) days following receipt of the initial Agency Lease Notice, the City and Port shall enter into the Agency Lease with the Agency, which shall be consistent in all respects with the term sheet for the Agency Lease attached hereto as Exhibit "CC" and incorporated herein, covering the Agency Leasehold Parcels and/or portions of the premises under the Catellus Lease specified in the initial Agency Lease Notice. Thereafter, within sixty (60) days following receipt of any subsequent Agency Lease Notice with respect to Agency Leasehold Parcels, or within thirty (30) days following receipt of any subsequent Agency Lease Notice with respect to any other property, the City, Port and Agency shall cause the Agency Leasehold Parcels and/or portions of the premises under the Catellus Lease specified in the applicable Agency Lease Notice to be added to the Agency Lease. Notwithstanding the foregoing, if Catellus has elected to take title to some or all of the Port Leasehold Parcels at Closing pursuant to Section 3.1.1.4, the Agency Lease shall not cover those Port Leasehold Parcels.

6.5 Street Vacation Parcels. The City shall convey the Street Vacation Parcels to Catellus upon all of the terms and conditions set forth in this Agreement, except that the closing or closings with respect to the Street Vacation Parcels shall not occur simultaneously with the conveyance of the other Port Transfer Parcels to Catellus under Section 3.1.1.4, but shall occur with respect to any Street Vacation Parcel on or before the date which is one hundred twenty (120) days following written notice from Catellus to the City, specifying the Street Vacation Parcel(s) to be conveyed, with any such notice or notices to be given after the Closing Date. The City's obligation to convey the Street Vacation Parcels to Catellus shall also be subject to the terms and limitations set forth in Section 6.3, as well as the applicable provisions of Sections 3, 4 and 5 of this Agreement. Catellus shall not give a notice of closing for any Street Vacation Parcel unless Catellus reasonably believes that the conditions to vacation described in Section 6.3 can be satisfied. If Catellus has not elected to take title to any of the Street Vacation Parcels on or before the date which is thirty (30) years following the Amended PLTA Effective Date, the City's obligation to convey the remaining Street Vacation Parcels shall terminate. As a condition precedent to any closing with respect to a Street Vacation Parcel, such Street Vacation Parcel (or any other parcel owned by Catellus with which the Street Vacation Parcel being conveyed is to be combined), must constitute a valid legal parcel under the Subdivision Map Act, leasable, conveyable and transferable by Catellus and/or its successors, and that any required approvals with respect to the foregoing under the Subdivision Map Act have been obtained, consistent with the requirements of Section 4.3.3.

6.6 Maintenance of certain Port Transfer Parcels and Agency Leasehold Parcels. During the period from the Amended PLTA Effective Date until (i) with respect to any of the Agency Leasehold Parcels, the earlier to occur of the date title to such Agency Leasehold Parcel is transferred to Catellus, the date the Agency Lease is entered into with respect to such Agency Leasehold Parcel, (ii) with respect to any Street Vacation Parcel, the date title to the applicable Street Vacation Parcel is transferred to Catellus, or (iii) with respect to any other Port Transfer Parcel, the date of Closing, (A) the City shall maintain the applicable Transfer Parcel in a

condition reasonably similar to its condition as of the Amended PLTA Effective Date, subject further to the City's obligations under Section 7, and (B) the City shall not construct or allow to be constructed any improvements (other than temporary improvements which can and shall be removed by the City without delaying delivery of the applicable Port Transfer Parcel to the party entitled to possession under clauses (i), (ii) or (iii) above, in the time and manner described in this Agreement) on any such Transfer Parcel, without the consent of Catellus.

6.7 Boat Ramp Parking Lot. The Port shall be entitled to construct a temporary parking lot to provide parking for the boat launch ramp operated by the Port at Pier 52 in the area designated "Temporary Parking Lot" on Exhibit "BB" attached hereto and incorporated herein (the "Temporary Parking Lot"). Within two hundred seventy (270) days following written notice from Catellus to the Port and City ("Relocation Notice") that Catellus intends to commence construction of street or other infrastructure improvements in accordance with the South OPA in the area where the Temporary Parking Lot is located, the Port and/or City shall, at their sole cost and expense, (i) cause the Temporary Parking Lot to be relocated, and (ii) deliver exclusive possession of the Temporary Parking Lot to Catellus, with all improvements constructed on the Temporary Parking Lot area (excluding the asphalt ground covering) removed to the satisfaction of Catellus, and concurrently therewith, Catellus shall execute a Permit to Enter with the Port, in accordance with Section 14. In no event shall the Port construct any parking spaces on the Agency Leasehold Parcels.

7. Condition of the Property.

7.1 Conveyance of Transfer Parcels "As Is." Except as expressly set forth in this Article, each Party disclaims the making of any representations or warranties, express or implied, regarding the Transfer Parcels conveyed by it to the other Party, or matters affecting the condition, topography, subsurface conditions, geological conditions, the presence or absence of Hazardous Substances or other environmental matters, the development potential of the Transfer Parcels, and the use, fitness, value or adequacy of the Transfer Parcels for any particular purpose. Each Party acknowledges that it has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, geological, seismic, environmental, economic and legal condition of the Transfer Parcels conveyed to it and that except as set forth in this Article 7, or as otherwise expressly set forth in this Agreement, each Party is not relying upon any representations and warranties made by the other Party, or the other Party's agents or anyone else acting or claiming to act on the other Party's behalf concerning the Transfer Parcels. **SUBJECT TO THE EXPRESS PROVISIONS OF THIS AGREEMENT, INCLUDING THE PROVISIONS OF ARTICLE 7 OF THIS AGREEMENT, EACH PARTY SHALL CONVEY THE TRANSFER PARCELS TO THE OTHER PARTY IN THEIR "AS-IS" CONDITION, WITH ALL FAULTS, ON THE CLOSING DATE FOR THE TRANSFER PARCELS, AND THE PARTY ACCEPTING SUCH CONVEYANCE ASSUMES THE RISK THAT ADVERSE PHYSICAL, ENVIRONMENTAL, ECONOMIC OR LEGAL CONDITIONS MAY NOT HAVE BEEN REVEALED BY ITS OWN INVESTIGATION.**

7.2 Port Transfer Parcels.

7.2.1 Catellus' Obligations and Exceptions.

7.2.1.1 Catellus' Responsibility for Certain Claims. Effective as of the Closing Date for any Port Transfer Parcel and at all times thereafter and except as limited by Section 7.2.1.2, Catellus, without expense to the Port or City, shall perform or cause to be performed, the Investigation and Remediation of all Hazardous Substances, whether existing before or after the Closing, which are located on, within, or under the boundaries of any Port Transfer Parcels, to the extent required to be performed by either of the following:

- (i) As a result of the written demand or enforcement action against Catellus, the City or the Port by any Regulatory Agency (other than the City or Port) having jurisdiction (including without limitation the applicable portions of the enforcement actions taken by the RWQCB under Site Clean-up Requirements Order No. 98-028, which order is more fully described in Section 7.6.1.1), arising from the presence of such Hazardous Substances at such locations; or
- (ii) As a result of any Claim asserted by any third party against Catellus, the City or the Port, arising from the presence of such Hazardous Substances at such locations.

7.2.1.2 Exceptions to Catellus' Obligations. Catellus' obligations set forth in Sections 7.2.1.1 above will not apply to the extent that such obligations arise from any of the following:

- (i) Hazardous Substances newly deposited by any entity other than the Catellus Entities after the Amended PLTA Effective Date but before the Closing Date within the boundaries of any Port Transfer Parcel;
- (ii) Hazardous Substances newly deposited by any entity other than Catellus Entities after the Amended PLTA Effective Date within the boundaries of the City Facilities Parcel, Street Vacation Parcels and Port Leasehold Parcels;
- (iii) Hazardous Substances newly deposited by the Port Entities after the Amended PLTA Effective Date (A) within the boundaries of the Port Transfer Parcels, or (B) at other locations and migrating onto such Port Transfer Parcels;
- (iv) Hazardous Substances that are released or migrated onto a Port Transfer Parcel (including the Port Leasehold Parcels and City

Facilities Parcel) as a result of the Port's failure to perform its obligations pursuant to Section 7.2.2.1.

- (v) Hazardous Substances migrating onto the Port Transfer Parcels after the Amended PLTA Effective Date from (A) pipelines within Port jurisdiction located in the vicinity of Sixteenth Street, (B) the property located east of the western border of Terry François Boulevard or (C) from any other area owned by the Port that is not a Port Transfer Parcel; provided, however, as to subsection (A) Catellus Entities shall bear the burden of proof in establishing that Hazardous Substances have migrated from the pipelines, the baseline conditions for determining whether migration has occurred shall consider all data collected as of the Effective Date by responsible parties pursuant to the RWQCB Order, and this exception to Catellus' obligation shall apply only to the extent such migration materially increases Catellus' obligations under this Agreement.

7.2.2 Port's Obligations and Exceptions.

7.2.2.1 Port's Responsibility for Certain Claims. Except as limited by Section 7.2.2.2 below, the Port, without expense to Catellus shall perform, or cause to be performed the Investigation and Remediation of Hazardous Substances which are located outside the boundaries of the Port Transfer Parcels (including without limitation the areas to the east of the western border of the current alignment of Terry François Boulevard as well as submerged lands), but only to the extent that such Hazardous Substances originated and migrated from a Port Transfer Parcel, and only to the extent required to be performed by either of the following:

- (i) As a result of the written demand or enforcement action against Catellus, the City, or the Port by any Regulatory Agency (other than the City or Port) having jurisdiction, arising from the presence of such Hazardous Substances at such locations; or
- (ii) As a result of any Claim asserted by any third party against Catellus, the City or the Port arising from the presence of such Hazardous Substances at such locations.

7.2.2.2 Exceptions to Port's Obligations. The Port's obligations set forth in Section 7.2.2.1 above will not apply to the extent that such obligations arise from any of the following:

- (i) Hazardous Substances that are newly deposited by any entity other than Port Entities within the boundaries of any Port Transfer Parcels (other than the City Facilities Parcel, Street Vacation Parcels and Port Leasehold Parcels) after the Closing Date;

- (ii) Hazardous Substances that are newly deposited by Catellus Entities after the Amended PLTA Effective Date (A) within the boundaries of the Port Transfer Parcels or (B) at other locations and migrating onto the Port Transfer Parcels;
- (iii) Hazardous Substances that migrate from Port Transfer Parcels as a result of Catellus' failure to perform its obligations pursuant to Section 7.2.1.1 above; or
- (iv) Hazardous Substances migrating after the Amended PLTA Effective Date from any other areas owned by Catellus.

7.3 Western Pacific Property.

7.3.1 Port's Obligations and Exceptions.

7.3.1.1 Port's Obligations.

7.3.1.1.1 Obtaining Final Site Clearance. The Port shall obtain RWQCB approval of the RMP and Final Site Clearance for the Western Pacific Transfer Parcels and the Western Pacific Shoreline within 24 months after the Closing Date. In the event Port is delayed in obtaining the Final Site Clearance and RMP approval solely as a result of restrictions imposed or mandated by governmental or quasi-governmental entities even though Port has acted diligently and in good faith to obtain the RMP approval and Final Site Clearance, Port shall not be in default hereunder provided Port continues to use due diligence to obtain the Final Site Clearance and RMP approval.

7.3.1.1.2 Port's Responsibility for Certain Claims. Effective as of the Closing Date and at all times thereafter Port, without expense to Catellus, shall perform the Investigation and Remediation of Hazardous Substances, whether existing before or after the Closing, which are located on, within, or under the Western Pacific Property, to the extent required to be performed by either of the following:

- (i) As a result of the written demand or enforcement action against Catellus, the City or the Port by any Regulatory Agency (other than the City or the Port) having jurisdiction, arising from the presence of such Hazardous Substances at such locations; or
- (ii) As a result of any Claim asserted by any third party against Catellus, the City or the Port, arising from the presence of such Hazardous Substances at such locations.

7.3.1.2 Exceptions to Port's Obligations. The Port's obligations set forth in Section 7.3.1.1 above will not apply to the extent that such obligations are from any of the following:

- (i) Hazardous Substances newly deposited by Catellus Entities after the Amended PLTA Effective Date within the boundaries of the Western Pacific Property, or at other locations and migrating onto the Western Pacific Property; or
- (ii) Hazardous Substances that migrate onto the Western Pacific Property as a result of Catellus' failure to perform its obligations pursuant to Section 7.3.2.1 below.

7.3.2 Catellus' Obligations and Exceptions.

7.3.2.1 Catellus' Responsibility for Certain Claims. Except as limited by Section 7.3.2.2, Catellus, without expense to the City or Port, shall perform the Investigation and Remediation of Hazardous Substances which are located eastward of the present mean high tide line on the eastern border of the Western Pacific Shoreline ("Areas East of Western Pacific Shoreline") only to the extent that such Hazardous Substances have originated on and migrated from the Western Pacific Transfer Parcels or the Western Pacific Shoreline, and only to the extent required to be performed by either of the following:

- (i) As a result of the written demand or enforcement action against Catellus, the City or the Port, by any Regulatory Agency (other than the City or Port) having jurisdiction, arising from the presence of such Hazardous Substances in Areas East of Western Pacific Shoreline; or
- (ii) As a result of any Claim asserted by any third party arising from the presence of such Hazardous Substances originating on the Western Pacific Property and migrating onto the Areas East of the Western Pacific Shoreline.

7.3.2.2 Exceptions to Catellus' Obligations. Catellus' obligations set forth in Sections 7.3.2.1 above will not apply to the extent that such obligations arise from any of the following:

- (i) Hazardous Substances that are newly deposited by any entity other than Catellus Entities on the Western Pacific Transfer Parcels or the Western Pacific Shoreline after the Amended PLTA Effective Date;
- (ii) Hazardous Substances that are newly deposited by Port Entities after the Amended PLTA Effective Date onto the Western Pacific Transfer Parcels or the Western Pacific Shoreline, or at any location and migrating onto Areas East of the Western Pacific Shoreline; or

- (iii) Hazardous Substances that migrate onto Areas East of the Western Pacific Shoreline as a result of Port's failure to perform its obligations pursuant to Section 7.3.1.1 above.

7.4 [Intentionally Deleted]

7.5 Reservation of Rights Against Third Parties. None of the foregoing commitments by either Catellus or the Port affect, prejudice, impair or release any rights which Catellus or the Port may have against other entities for contribution, indemnity or performance of the foregoing commitments, which rights are expressly reserved by Catellus and the Port.

7.6 Additional Commitments by Port and Catellus.

7.6.1 Cooperation with RWQCB.

7.6.1.1 Petroleum Hydrocarbons. The Parties acknowledge that recent investigations have disclosed a series of abandoned underground pipelines that may contain oil or other liquid petroleum hydrocarbons, and petroleum hydrocarbons released in the soil and in and on the groundwater in the vicinity of Pier 64. Port and Catellus acknowledge that the RWQCB has issued Site Cleanup Requirements Order No. 98-028 naming certain oil companies as dischargers primarily responsible to perform an Investigation and Remediation of such petroleum hydrocarbons and associated pipelines and naming the Port and Esprit de Corps secondarily liable dischargers to ensure access. Port and Catellus shall each cooperate in good faith, including without limitation, sharing information, attending meetings, and providing site access, with the RWQCB's efforts to cause the oil companies to conduct such investigation and Remediation, without cost to the Port and Catellus, and without the Port's status under Order 98-028 being changed to primarily liable discharger. In addition, Port and Catellus shall cooperate with each other in pursuing and obtaining performance or funds for performance from such oil companies to conduct such Investigation and Remediation. Notwithstanding the foregoing, Port may, but shall not be required to, commence legal action against such oil companies. Port shall cooperate with Catellus by assigning its claims to Catellus if Catellus so requests, to the extent that such claims affect Catellus' Investigation and Remediation obligations hereunder.

7.6.2 Accrual of Certain Claims. The Parties agree that the Port's claim against Catellus under Section 7.2.1 arising from liabilities under Site Cleanup Requirements Order No. 98-028 issued by the RWQCB shall accrue as of the Amended PLTA Effective Date, but shall not be triggered until the Closing Date of the applicable Port Transfer Parcel; provided, however, that the Port shall not incur any expense or liability under such Order after the Amended PLTA Effective Date without obtaining Catellus' advance written approval and the Port shall continue to cooperate and consult with Catellus regarding the actions to be taken by the Port under such Order. Notwithstanding the preceding sentence, the Port may, consistent with this Section 7.6.2., incur expenses described in the preceding sentence of up to \$5,000 (not including Port staff time) for individual items so long as the aggregate expenses do not exceed \$50,000 (including Port staff time), without Catellus' advance written approval.

7.6.3 Presentation of Claims.

7.6.3.1 Commencement of Procedure. Within fifteen (15) days following receipt of either (A) a written demand or enforcement action by a Regulatory Agency or (B) a Claim; the Party receiving the written demand, enforcement action or Claim shall determine to either (i) accept responsibility for the Investigation and Remediation under Sections 7.2 or 7.3 or (ii) provide notice to the other Party that it believes that the demand, enforcement action or Claim falls within the scope of the other Party's responsibility under Sections 7.2 or 7.3. A notice under (ii) above shall include a copy of such demand or action and all other documents received from the claimant or Regulatory Agency and a written statement explaining the basis for the request for indemnity ("Indemnity Request"). In the event the Party accepts responsibility under (i), above, it shall provide written notice to the other Party of such acceptance. For purposes of this Section 7.6.3, the Party delivering the Indemnity Request shall be referred to as the "Indemnitee". The Party either receiving the Indemnity Request or accepting responsibility for action under either Sections 7.2 or 7.3 shall be referred to as the "Indemnitor."

7.6.3.2 Acceptance/Rejection of Indemnity Request. Within thirty (30) days following receipt of either the Indemnity Request, a third party Claim, or notice of enforcement action from any Regulatory Agency, the Indemnitor shall notify the Indemnitee in writing that it shall either accept or reject the Indemnity Request or request an additional thirty (30) days to determine if it shall accept responsibility for the requested Investigation and Remediation. A rejection ("Rejection Notice") shall specify why the Claim or notice of enforcement action does not fall within its obligations under either Section 7.2 or 7.3. The Indemnitee shall, within fifteen (15) days following receipt of the Rejection Notice, either accept the Rejection Notice and proceed with the Investigation and Remediation at its own expense or elect to have the issue resolved through declaratory relief action under California Code of Civil Procedure Sections 1060 and 1062.3 ("Declaratory Relief Action") as more particularly described in Section 7.6.3.3 below. The Indemnitee shall cooperate to the fullest extent reasonable in providing additional information, all rights of access to documents and information (including interviews with Indemnitee's employees) to enable Indemnitor to determine if the Indemnity Request should be accepted or rejected, and in the event the Indemnity Request is accepted, to proceed with the Investigation and Remediation.

7.6.3.3 Declaratory Relief Action. The Parties agree that the circumstances of this matter make it imperative that any dispute arising under this Section 7.6.3 be resolved at the earliest possible date. Toward that end, the Parties agree a Party's response time to the complaint shall be shortened to fifteen (15) days, that the Parties shall exchange all documents upon which they rely to support their respective positions regarding the Indemnity Request and the Rejection Notice within thirty (30) days after the complaint has been served, that all motions other than summary judgment motions will be heard on ten (10) days notice, that summary judgment motions will be heard on thirty (30) days notice, and that the Parties waive their rights to discovery, provided, however, that no motion for summary judgment will be filed by any Party which has not completed such document exchange.

7.6.4 Manner of Project Planning and Construction. In the Port's development of the Western Pacific Transfer Parcels or the Western Pacific Shoreline, and in Catellus' development of the Port Transfer Parcels, the Parties shall implement those controls specified in the RMP to minimize and if possible prevent any Hazardous Substances from migrating from the developed areas through surface runoff or erosion into nearby properties owned by the other Party, including its submerged lands.

7.7 Port and City Release. Subject to Catellus' obligations in Sections 7.2.1.1 and 7.3.2.1 above, effective as of the Closing Date, the Port and the City, for themselves and their agents, affiliates, successors and assigns, hereby releases and forever discharge Catellus Entities from any and all Claims at law or in equity, whether direct or indirect, foreseen or unforeseen, or known or unknown at the time of this Agreement and the Closing Date, which the Port has or may have in the future, arising out of, or in any way connected with, the environmental or physical condition of the Western Pacific Property, and the Port Transfer Parcels, or any law or regulation applicable thereto, excepting (i) any Claim against Port Entities asserted by any third party alleging injury or damage from acts, omissions, agreements or undertakings by any Catellus Entities, (ii) any Claim against Port Entities asserted by any governmental entity or agency other than the City, and any claims asserted by the Port and City in their regulatory capacity, except that the City and Port acknowledge that pursuant to California Health and Safety Code Section 25264(c), no state or local agency (including City or Port) may take action against Catellus for hazardous materials releases once a Certificate of Completion is issued under Section 25264(b) of the California Health and Safety Code (unless provided otherwise in Section 25264(c)), (iii) any Claim against Port Entities asserted by any private party in a citizen's suit capacity, (iv) any Claim based on or arising from an obligation under a separate written agreement between the Parties relating to the Western Pacific Property, or the Port Transfer Parcels, or (v) any Claims arising from Catellus' failure to perform or negligent performance of the actions specified in this Agreement.

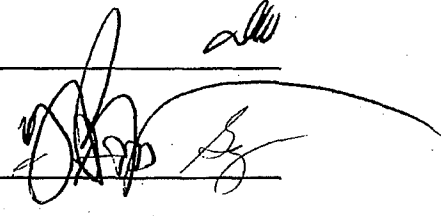
Except as expressly excluded above, the foregoing release includes all Claims, whether direct or indirect, foreseen or unforeseen, or known or unknown at the time of this Agreement or the Closing Date, which arise out of (i) the need or alleged need for additional Investigation or Remediation on the Western Pacific Property and the Port Transfer Parcels, (ii) Investigation or Remediation arising from the presence of Hazardous Substances on, or originating on and migrating from the Western Pacific Property, and on, or originating on and migrating from the Port Transfer Parcels, or the other environmental condition of such parcels, whether such condition or Hazardous Substances existed prior to or subsequent to Catellus' or the Port's ownership of such parcels or the date of development of such parcels. Except as set forth in this section, the Port and City expressly waive any rights or benefits available to them under the provisions of Section 1542 of the California Civil Code, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

The Port and City hereby specifically acknowledge that they have carefully reviewed this Section 7.7 and discussed its import with legal counsel and that the provisions of this Section 7.7 are a material part of this Agreement. The obligations, disclaimer and release contained in this Section 7.7 shall not merge with the transfer of title and shall survive the transfer of all or any Transfer Parcels.

PORT

CITY

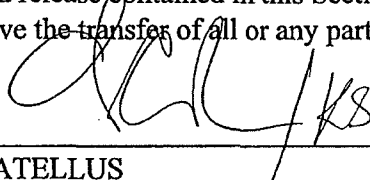


7.8 Catellus Release. Subject to the Port's obligation in Section 7.2.2.1 and 7.3.1.1 above, effective as of the Closing Date, Catellus, for itself and its agents, affiliates, successors and assigns, hereby releases and forever discharges the Port Entities and City Entities from any and all Claims at law or in equity, whether direct or indirect, foreseen or unforeseen, or known or unknown at the time of this Agreement and the Closing Date, which Catellus has or may have in the future, arising out of or in any way connected with, the environmental or physical condition of the Western Pacific Property and the Port Transfer Parcels or any law or regulation applicable thereto excepting (i) any Claim asserted against Catellus Entities by any third party alleging injury or damage from acts, omissions, agreements or undertakings by Port Entities or City Entities, (ii) any Claim asserted against Catellus Entities by any governmental entity or agency including any Claims by the Port or City not released in Section 7.7, except that the City and Port acknowledge that pursuant to California Health and Safety Code Section 25264(c), no state or local agency, including the City or Port, may take action against Catellus for hazardous materials releases once a certificate of completion is issued under Section 25264(b) of the California Health and Safety Code (unless provided otherwise in Section 25264(c)), (iii) any Claim asserted against Catellus Entities by any private party in a citizen's suit capacity, (iv) any Claim based on or arising from an obligation under a separate written agreement between the Parties relating to the Western Pacific Property or the Port Transfer Parcels, or (v) any Claim based on the Port's failure to perform or negligent performance of the actions required under this Agreement.

Except as expressly excluded above, the foregoing release includes all Claims, whether direct or indirect, foreseen or unforeseen, or known or unknown at the time of this Agreement or the Closing Date, which arise out of (i) the need or alleged need for additional Investigation or Remediation on the Port Transfer Parcels and the Western Pacific Property, (ii) Investigation or Remediation arising from the presence of Hazardous Substances on, or originating on and migrating from the Port Transfer Parcels or on, or originating on and migrating from the Western Pacific Property, or other environmental condition of such parcels, whether such condition or Hazardous Substances existed prior to or subsequent to Catellus' or the Port's ownership of such parcels or the date of development of the parcels. Except as set forth in this section, Catellus expressly waives any right or benefits available to it under the provisions of Section 1542 of the California Civil Code, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Catellus hereby specifically acknowledges that it has carefully reviewed this Section 7.8 discussed its import with legal counsel and that the provisions of this Section 7.8 are a material part of this Agreement. The obligations, disclaimer and release contained in this Section 7.8 shall not merge with the transfer of title and shall survive the transfer of all or any part of the Transfer Parcels.



A handwritten signature in black ink, appearing to be 'Catellus', is written over a horizontal line. To the right of the signature, the initials 'KS' are written.

CATELLUS

8. Representations and Warranties.

8.1 Catellus represents, warrants and covenants to the City the following:

8.1.1 Incorporation. Qualification. Status. Catellus is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, and is duly qualified and in good standing as a foreign corporation under the laws of the State of California.

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

8.1.3 Title to Western Pacific Property. Other than as disclosed in the Preliminary Reports, to the actual knowledge of Catellus, there are no matters affecting title to the Western Pacific Property that would materially interfere with the performance of Catellus' obligations under this Agreement. This representation with respect to the Western Pacific Property shall not survive the conveyances to the City of the Western Pacific Property.

8.1.4 Conflicts and Consents. Except as set forth in a Certificate of Conflicts and Consents hereinafter described, to the actual knowledge of Catellus, the execution and delivery by Catellus of this Agreement and the consummation by Catellus of the transactions contemplated in it, will not violate any Laws or conflict with or result in any breach or violation of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or constitute an event or condition that would permit termination or acceleration of the maturity of, the Certificate of Incorporation or bylaws of Catellus or any indenture, mortgage, lease, agreement or other instrument or obligation to which Catellus is a party or by which it, or any portion of the Western Pacific Property may be bound or affected, which would materially adversely affect the ability of Catellus to perform its obligations under the Agreement. To the actual knowledge of Catellus, no approval, authorization, consent or other order or action

of, or filing or registration with, any Person is required for the execution and delivery by Catellus of this Agreement.

8.1.5 Conflict with Order, etc. The execution, delivery and performance by Catellus of this Agreement will not conflict with any order, judgment or decree of any court, government, government agency or instrumentality, whether entered pursuant to consent or otherwise, by which Catellus or any portion of the Western Pacific Property may be bound or affected.

8.1.6 Litigation. Except as set forth in a Certificate of Litigation, as hereinafter described, to the actual knowledge of Catellus, there is no litigation, action, arbitration, grievance, administrative proceeding, suit or claim filed and pending, nor is there, to the knowledge of Catellus, any investigation by a governmental agency of Catellus or any of its subsidiaries pending that, if adversely decided, could have a material adverse impact on Catellus' ability to perform its obligations under this Agreement.

8.1.7 Scope of Knowledge. As used in this Section 8.1, the "actual knowledge" of Catellus shall mean the actual personal knowledge of Donald Parker, Ralph Pickett and Douglas B. Stimpson, who are the employees of Catellus most familiar with the subject matter of the representations made to the actual knowledge of Catellus in this Section 8.1.

8.1.8 Remedies. If, regardless of the lack of actual knowledge of Catellus, any of the foregoing representations and warranties proves incorrect, and as a result there is a material adverse effect on the ability of Catellus to perform its obligations under the Agreement, it shall be an Unmatured Event of Default.

8.1.9 Certificates. Catellus shall deliver the certificates referred to in Sections 8.1.4 and 8.1.6 to the Director of Administrative Services of the City or other officer appointed for that purpose by the Mayor concurrently with the execution of this Agreement.

8.2 The City represents, warrants and covenants to Catellus the following:

8.2.1 Title to Port Transfer Parcels. Other than as disclosed in the Preliminary Reports, to the actual knowledge of the City, there are no matters affecting title to the Port Transfer Parcels or the Port Open Space Parcels that would materially interfere with the performance of the City's obligations under this Agreement. This representation with respect to the Port Transfer Parcels shall not survive the conveyance to Catellus of the Port Transfer Parcels.

8.2.2 Conflict with Order, etc. The execution, delivery and performance by the City of this Agreement will not conflict with any order, judgment or decree of any court, government, government agency or instrumentality, whether entered pursuant to consent or otherwise, by which the City or any portion of the Port Transfer Parcels or the Port Open Space Parcels may be bound or affected.

8.2.3 Litigation. Except as set forth in a Certificate of Litigation being delivered by the City to Catellus concurrently with the execution of this Agreement, to the actual knowledge of the City, there is no litigation, action, arbitration, grievance, administrative proceeding, suit or claim filed and pending, nor is there, to the knowledge of the City, any investigation pending by a governmental agency of the City, which, if adversely decided, could have a material adverse impact on the City's ability to perform its obligations under this Agreement.

8.2.4 Scope of Knowledge. As used in Section 8.2, the knowledge of the City shall mean the actual personal knowledge of the City's Director of Real Property, Anthony J. DeLucchi, and the Port's Director of Planning and Development, Paul Osmundson.

8.2.5 Remedies. If, regardless of the lack of actual knowledge of the City, any of the foregoing representations and warranties proves incorrect, and as a result there is a material adverse effect on the ability of the City to perform its obligations under the Agreement, it shall be an Unmatured Event of Default.

9. Miscellaneous Title Matters.

9.1 Alternatives to Clearing Exceptions. Notwithstanding the requirements of this Agreement that the Transfer Parcels be conveyed in a certain condition of title, if in the judgment of the Party to whom a parcel is to be conveyed, all adverse effects of a title exception may be completely eliminated by action other than the elimination of the encumbrance itself (for example, by actions such as the moving of an easement rather than its elimination or the endorsement of the Title Company based upon the indemnity of the Party having the responsibility for elimination), the Party having the responsibility for eliminating such exception may take such action upon the approval of the other Party hereto, which approval shall not be unreasonably withheld after full disclosure of the facts relating thereto has been made to the Party whose approval is sought. It shall not be unreasonable for a Party to withhold its approval if the Party concludes that the proposed alternative action will make development of any Transfer Parcel more difficult or expensive or expose that Party to risks of liabilities, Losses or litigation.

9.2 Defects in Title. If after conveyance of any Transfer Parcel there is discovered any defect that is insured against by a title insurance policy issued to the Party to whom the Transfer Parcel was conveyed, in the absence of fraud or misrepresentation with respect to matters of title by the conveying Party, the Party to whom that Transfer Parcel was conveyed shall look to its title insurance policy and the liability of the title insurance company or companies issuing the policy for its compensation rather than declaring a Default under this Agreement by the Party who conveyed that parcel or seeking any other remedy against that Party.

9.3 Treatment of Exceptions Disclosed by Survey. Where any Preliminary Report for all or a portion of a Transfer Parcel includes a title exception that refers to matters that an ALTA survey will or might show and that exception is not listed as a Permitted Exception, Catellus shall provide a survey sufficient to eliminate that exception by the Closing. If the required survey discloses a matter that is itself a title exception that would appear on a preliminary report,

or that would be an exception to the title insurance policy or a limitation on an endorsement to be provided at the Closing, that matter will or will not be considered a Permitted Exception based upon the nature of the matter and its similarity or dissimilarity to Permitted Exceptions for the Transfer Parcel in question, unless a contrary conclusion is more reasonable based upon some other circumstance. (For example, if the newly-disclosed matter is a right-of-way for a public utility and a general exception for public utilities easements is a Permitted Exception, in the absence of some circumstance leading to a contrary conclusion, the right-of-way would also be a Permitted Exception. On the other hand, if a pathway is discovered and a similar pathway or pedestrian right of way appeared as an exception to title on the Preliminary Report for that Transfer Parcel, but did not appear as a Permitted Exception, in the absence of some circumstance leading to a contrary conclusion, the pathway would not be a Permitted Exception.) In making such a decision the Parties shall primarily take into account the foregoing issue of similarity but may also consider such matters as the effect of the newly-discovered exception upon the contemplated development of the affected Transfer Parcel and the relative abilities of the Parties to remove the exception. In the event the Parties are unable to agree upon such a decision, the disagreement shall be submitted to ADR as described in Section 25.17.

9.4 Mineral Rights. The Parties are aware that as of the Amended PLTA Effective Date, Catellus does not hold title to the subsurface mineral deposits associated with the Western Pacific Property. Consequently, it has been agreed that the Port Transfer Parcels and any other properties conveyed to Catellus pursuant to this Agreement or the Amended CLTA, which as of the Amended PLTA Effective Date are subject to the Burton Act Trust and the terms, conditions, and reservations of the Burton Act, shall be conveyed to Catellus reserving to the State all subsurface mineral deposits, including oil and gas deposits, without surface right of entry; provided any removal of such minerals shall not damage the surface of the lands or interfere with the use thereof by Catellus, its successors or assigns; and provided, further, that the State shall not conduct any mining activities above a plane five hundred feet below the surface without permission of Catellus, its successors and assigns.

9.5 Updated Preliminary Reports. New Exceptions. The Parties acknowledge that the Preliminary Reports may need to be updated by Catellus prior to the Closing. If an updated Preliminary Report shows a new title exception, the characterization of such new exception as a Permitted Exception or not and the allocation between the Parties of the responsibility for its elimination, if appropriate, shall be based upon the principles stated in Section 9.3, including reference to ADR.

10. Assignment: Other Transfers.

10.1 Transfers by Catellus. Except as provided in this Agreement or for Transfers which are or would be permitted under the Catellus Lease, Catellus shall have no right, without the prior consent of the City, to Transfer its interest in this Agreement or in all or any portion of the Western Pacific Property other than to the City or its nominee, and any Transfer or attempted Transfer by Catellus not made in compliance with this Agreement shall be void. Nothing contained in this Agreement shall be deemed to prohibit Catellus from transferring any Port Transfer Parcel or any interest therein after such Port Transfer Parcel has been conveyed to

Catellus, or to restrict or prohibit Catellus from transferring any Port Transfer Parcel on or after Closing.

10.2 Conditions to Transfer. Catellus may Transfer all or any portion of the Western Pacific Property, provided (i) there is no Unmatured Event of Default (or if so, the City has received reasonable assurances reasonably acceptable to the City that it shall be cured in a timely manner), (ii) there is no Default, (iii) in the City's reasonable judgment, the potential Transferee has the experience and financial ability to perform Catellus' obligations under this Agreement, (iv) that the Transferee shall have delivered to the City a commercially reasonable assumption agreement in recordable form reasonably satisfactory to the City whereby the Transferee has assumed the obligations of Catellus under this Agreement, and (v) the potential Transfer would not otherwise violate any of the other terms and provisions of this Agreement. Catellus and/or the Transferee shall provide the City sufficient information to evaluate the Transferee's financial ability and capacity to perform the obligations of Catellus hereunder at least thirty (30) days prior to the completed Transfer. Provided the Transferee meets the requirements and satisfies the conditions of this Section 10, Catellus shall be released from the obligations under this Agreement to the extent those obligations are assumed by the Transferee.

10.3 Transfer Without Restriction. Notwithstanding anything herein to the contrary, none of the following actions shall be deemed to constitute a Transfer by Catellus under this Agreement and all such actions may be done by it at any time without compliance with the requirements of Sections 10.1 through 10.2 (except as specifically hereinafter provided):

10.3.1 Affiliates/Assets. Transfers of an interest or interests in all or any portion of the Western Pacific Property, or this Agreement (i) to any Affiliate (provided that in connection with any Transfer to an Affiliate, Catellus shall satisfy the conditions set forth in Section 10.2(i), (ii), (iv) and (v), no Transfer to an Affiliate shall release Catellus from its obligations under this Agreement, and Catellus shall give the City no less than thirty (30) days prior written notice of the intended Transfer) or (ii) to any Person acquiring and continuing to own all or substantially all of Catellus' assets or fifty-one percent (51%) or more of each class or other subset of Catellus' issued and outstanding voting stock and of each class or subset of interests that represent rights to acquire voting stock; unless in the case of (i) or (ii) above, the City demonstrates that the Transfer would preclude performance of Catellus' obligations under this Agreement.

10.3.2 Equity Securities. The sale or transfer to or acquisition by any Person of any of the equity securities of Catellus that represent an unclassified interest in all of the assets of Catellus or any of its other securities convertible or exchangeable for such equity securities. Catellus covenants that no Transfer pursuant to the preceding sentence shall, however, preclude performance of Catellus' obligation under this Agreement.

10.3.3 Consolidation or Merger. The consolidation or merger into or with any other business organization, whether or not Catellus is the surviving entity, pursuant to Subchapter IX of the Delaware General Corporation Law or the equivalent laws of the jurisdiction of Catellus' incorporation if Catellus reincorporates in another jurisdiction or the

equivalent laws of the jurisdiction of the surviving entity, if Catellus is not the surviving entity. Catellus covenants that no Transfer pursuant to the preceding sentence shall, however, preclude performance of Catellus' obligations under this Agreement.

10.3.4 Catellus Lease. Any Transfers permitted under the terms of the Catellus Lease (or any Transfer prior to the Closing which would be permitted under the terms of the Catellus Lease, if the Catellus Lease was then in effect). Catellus covenants that no Transfer pursuant to the preceding sentence shall, however, preclude performance of Catellus' obligations under this Agreement.

10.4 Transfers by City. The City shall not Transfer any of the Port Transfer Parcels or any interest therein other than to Catellus or its nominee, (1) if such Transfer would preclude the City's performance under this Agreement; (2) if such Transfer or the proposed uses contemplated for such Parcel(s) would materially alter Catellus' obligations under this Agreement; or (3) if such Transfer would violate any of the other terms and conditions of this Agreement, and any such Transfer or attempted Transfer by the City shall be void.

10.5 Assignment by City. Subject to the limitations hereinafter provided and the limitations set forth in Section 7.3 of the Agreement Concerning the Public Trust, the City, by notice to Catellus, may assign to any Person or entity the City's right to receive conveyance or reconveyance of any Transfer Parcel or any portion of a Transfer Parcel. Nothing in this Section 10.5 shall be deemed to authorize the City to assign the City's interest in, or right to receive, any Transfer Parcel or portions of any Transfer Parcel that, upon Closing of the transactions contemplated by this Agreement, will be subject to the Burton Act Trust and the terms, conditions and reservations of the Burton Act, or the Public Trust, other than to an entity which is authorized to act as an administrator of the Public Trust, and except that in all events, the City shall be entitled to enter into and amend the Agency Lease in accordance with Section 6.4. In addition, the City shall not Transfer any Transfer Parcel or any right to receive a Transfer Parcel if such Transfer would have the effect of materially increasing or adversely affecting any rights or obligations of Catellus under the North OPA, South OPA or Redevelopment Plan or would alter the permitted use, decrease the height of any building or reduce the density or intensity of the development contemplated under the North OPA, South OPA or Redevelopment Plan.

10.6 Inapplicability to Certain Transfers. The restrictions and prohibitions against Transfer as appear in this Section 10 shall not apply to Transfers of the Western Pacific Property, or any part thereof or interest therein (other than the Western Pacific Shoreline or Western Pacific Easement Parcels) made to or by the City.

11. Waivers and Acknowledgments.

11.1 Acknowledgments. Catellus acknowledges the following:

11.1.1 Existing Uses. There are currently Existing Uses on various portions of the Port Property. The Existing Uses include a working maritime pier which is located at Piers 48 and 50 (including the associated backlands areas), restaurants, a working boat yard and

various other facilities, as more fully set forth in Exhibit "G." The Existing Uses are divided into two (2) categories: Maritime/Industrial Uses and Commercial/Recreational Uses. The current areas within the Port Property on which the Maritime/Industrial Uses and Commercial/Recreational Uses exist are designated on Exhibit "J" (the "Designated Existing Use Areas").

11.1.2 Impacts Generated. The Existing Uses generate certain impacts such as noise, parking congestion, truck traffic, rail traffic, auto traffic, odors, dust, dirt and visual obstructions.

11.1.3 Future Expansion or Modification. The City may in the future choose to expand or modify the Existing Uses or may wish to add new or additional uses on the Port Property. These expanded, modified, or new uses may generate impacts of a type and nature similar to those set forth in Section 11.1.2.

11.1.4 Potential Adverse Actions. In the absence of an agreement to the contrary, the Existing Uses on the Port Property, as well as any expanded, modified or new uses (such as relocation of existing rail lines into 16th Street) may give rise to suits by adjacent property owners against the City for nuisance, inverse condemnation or similar causes of action.

11.2 Waivers. Catellus acknowledges and understands that it is the objective of the City to maintain the maximum flexibility possible with respect to the continuation of the Existing Uses on the Port Property as well as the expansion and modification of, or addition to, those uses on the Port Property, subject to the limitations hereinafter provided. Except as set forth below and subject to the limitations set forth in this Section 11, it is not the intent of Catellus to use the regulatory or judicial process in a manner which would interfere with the City's objectives. Therefore, as partial consideration for this Agreement, Catellus covenants and agrees as follows:

11.2.1 Waivers. Catellus hereby waives and relinquishes all rights, if any, to commence or maintain a lawsuit for common law or statutory nuisance, inverse condemnation, or other legal action based upon the interference with the comfortable enjoyment of life or property with respect to the Affected Area or similar claims with respect to the Affected Area arising out of the existence of the Maritime/Industrial Uses and the Commercial/Recreational Uses within the applicable Designated Existing Use Areas for such uses shown on Exhibit "J" and, except with respect to those uses which are set forth in Section 11.2.6 below, any expansion, modification or addition to the Maritime/Industrial Uses or the Commercial/Recreational Uses within the applicable Designated Existing Use Areas for such uses shown on Exhibit "J", to the extent the expansion, modification or addition generates impacts of a type and nature similar to the current Maritime/Industrial Uses or Commercial/Recreational Uses within the applicable Designated Existing Use Areas for such uses shown on Exhibit "J"; provided however, that this waiver does not preclude an action to cause:

(a) The uses on Port Property to have all permits and licenses required for the operation of said uses; and

(b) The uses on Port Property to be operated as required by any law, permit, rule or regulation applicable to said uses.

11.2.2 Hazardous Waste Facilities. The waiver set forth in Section 11.2.1 above shall not apply to any hazardous waste transfer, recycling or reuse facilities.

11.2.3 Regulatory Approvals. Catellus is aware that any future expansions or modification of, or additions to the Maritime/Industrial Uses and/or Commercial/Recreational Uses may require certain regulatory approvals. These regulatory approvals may include but are not limited to the following:

(a) Approvals required pursuant to the California Environmental Quality Act.

(b) Approvals of the City Planning Commission if the proposed use is determined to be a Conditional Use under the San Francisco City Planning Code.

(c) Approval of the BCDC if a permit is required pursuant to the McAteer-Petris Act or its implementing regulations.

(d) Approval by BCDC if an amendment to the Bay Plan, Special Area Plan or Total Design Plan is required.

11.2.4 Waivers. The regulatory actions set forth above, or other similar regulatory actions, provide for a procedure that allows for members of the public to provide comments to the appropriate regulatory agency, before the agency takes any final action. Once a final action is taken by the appropriate regulatory agency, Catellus, absent an agreement to the contrary, may have a right to commence a legal action or administrative or regulatory appeal to set aside or otherwise nullify the action taken by the regulatory agency. Except as provided in Section 11.2.6 hereof, Catellus waives and relinquishes its right to commence or maintain a legal action or regulatory or administrative appeal which would, with respect to any Maritime/Industrial Use or Commercial/Recreational Use within the applicable Designated Existing Use Area for such use shown on Exhibit "J", challenge the validity of, seek to overturn, or nullify any of the following:

(a) A final Environmental Impact Report or a Negative Declaration by the appropriate Lead Agency, as those terms are defined in Public Resources Code Sections 21061, 21064, and 21067.

(b) Issuance of a Conditional Use Permit by the City Planning Commission.

(c) Issuance of a permit by BCDC or the U.S. Environmental Protection Agency.

(d) Authorization of an amendment to the Bay Plan, Special Area Plan or Total Design Plan by BCDC.

(e) Any other regulatory action necessary for the continuation, expansion or modification of, or addition to any of the Maritime/Industrial Uses or Commercial/Recreational Uses currently being operated within the applicable Designated Existing Use Areas for such uses shown on Exhibit "J", to the extent such continuation, expansion, modification of or addition to the Maritime/Industrial Uses or Commercial/Recreational Uses currently being operated generates impacts of a type or nature similar to the Maritime/Industrial Uses or Commercial/Recreational Uses currently being operated within the applicable Designated Existing Use Areas for such uses shown on Exhibit "J".

The foregoing waiver and release is made by Catellus in consideration of the City's entering into this Agreement and is intended by the Parties to be an agreement that precludes the exercise by Catellus of rights that it may otherwise have at law or pursuant to regulatory procedures.

11.2.5 Right to Provide Testimony. Catellus is in no way waiving its right to provide comments, whether in writing or in the form of oral testimony, to any regulatory agency which is considering taking one of the actions set forth above or to provide the same at any hearing or any administrative appeal of such an action.

11.2.6 Exceptions. Notwithstanding the provisions of this Section 11, Catellus is in no way waiving its right to commence or maintain (i) a lawsuit for common law or statutory nuisance, inverse condemnation, or other legal action based upon the interference with the comfortable enjoyment of life or property, or similar claims, or (ii) any regulatory or administrative appeal should the City seek to establish or expand, modify or add to any of the following uses on Port Property or to otherwise undertake any Maritime/Industrial Uses or Commercial/Recreational Uses in any areas other than the Designated Existing Use Areas applicable to such uses shown on Exhibit "J":

(a) A facility that stores, treats, generates or disposes of hazardous waste as its primary purpose or that would subject Catellus and/or the Affected Area to the requirements of California Health and Safety Code Section 25221 regarding application for designation as a hazardous waste property or border zone property.

(b) A facility which creates overwhelming glare.

(c) Heliports and short-take-off-and-landing (STOL) ports.

(d) Facilities which pose demonstrated risks to health and safety.

(e) Facilities which generate noxious odors.

(f) Facilities which generate trucking or train activity during the period between 10 p.m. and 6 a.m.; provided, however, that Catellus' waiver will extend to any attempt by the City to expand its current marine terminal facilities located at Piers 48 and 50, even if such an expansion would result in truck or train activity during the period between 10 p.m. and 6 a.m.

(g) Any hazardous waste transfer, recycling or reuse facilities.

11.3 Declarations and Acknowledgments. At the Closing, Catellus shall cause to be recorded against all of the property owned by Catellus and shown on Exhibit "CC" attached hereto and incorporated herein (the "Affected Area") a declaration and acknowledgment in the form set forth in Exhibit "DD." Except as hereinafter provided, and subject to the limitations in Section 11.4, Catellus shall disclose the contents of said declaration and acknowledgment to any immediate Transferee, successor, or permittee of property within the Affected Area having the right to exclusive occupancy of a portion of the Affected Area for a cumulative period of more than twenty-nine (29) consecutive days, each of which shall, prior to such sale or Transfer, acknowledge the contents of said declaration and acknowledgment in writing. The provisions set forth in this Section 11.3 shall remain in effect for a period of twenty (20) years following the Amended PLTA Effective Date. Catellus' disclosure obligations pursuant to this Section 11.3 may be satisfied by including a provision in the form of Exhibit "EE" in each lease, license and/or permit for property with the Affected Area to which such disclosure obligation applies.

11.4 Significant Transferees. Except as provided in Section 11.5, Catellus shall require as part of any Transfer of any property within the Affected Area to a Significant Transferee, that the Significant Transferee agree in writing (i) to be subject to the provisions of Section 11.2, and (ii) to obtain a similar written agreement from any subsequent Significant Transferee. Catellus shall not be in default of any Catellus obligation should the initial Significant Transferee or any subsequent Transferee fail to obtain or comply with the terms of any such agreement. The provisions set forth in this Section 11.4 (and the requirement in Section 11.3 that Catellus disclose, and that certain Transferees acknowledge, the contents of the declaration and acknowledgement in writing) shall remain in effect for a period of twenty (20) years after the Amended PLTA Effective Date. Said agreements shall contain a provision whereby the City is deemed to be a third party beneficiary of said agreements. The requirements of this Section 11.4 shall be set forth in the recorded declaration and acknowledgment referred to in Section 11.3 above.

11.5 Certain Parties Not Affected. The covenants of Catellus set forth in this Section 11 shall not be binding upon any Mortgagee or a third party purchaser at a judicial foreclosure sale or private sale under a power of sale or grantee under a deed in lieu of foreclosure who takes title to the Affected Area, or any portion thereof, or any successor in interest of any such Mortgagee or purchaser.

12. Events of Default; Remedies; Termination.

12.1 Default. Subject to any extensions of time by mutual consent and subject to any Unavoidable Delays any failure by either Party to perform any obligation arising under this

Agreement shall constitute an Unmatured Event of Default of this Agreement. Subject to the remaining provisions of this Section 12.1, an Unmatured Event of Default shall constitute a Default of this Agreement if, (i) with respect to the obligation to convey or deliver possession of Transfer Parcels at the time and in the manner required by this Agreement, the Transfer Parcels that were not conveyed in accordance with this Agreement are not conveyed or delivered to the City or to Catellus, as the case may be, within thirty (30) days after the date on which they were required to be conveyed or delivered, unless the delay is caused by a holdover tenancy against which the City has timely commenced eviction proceedings and is prosecuting such eviction proceedings diligently, and (ii) with respect to any obligation other than the obligation to convey or deliver possession of Transfer Parcels at the time and in the manner required by this Agreement, the Unmatured Event of Default is not cured within ninety (90) days following receipt of notice of an Unmatured Event of Default from the other Party, provided that, with respect to any obligation other than the obligation to convey or deliver possession of Transfer Parcels on the schedule and in the manner required by this Agreement, if the failure is not of a kind that can be cured within the ninety (90) day period, but is of a kind that can be cured within a reasonable time, then the Unmatured Event of Default shall constitute a Default if the defaulting Party does not reasonably promptly, but in any event, within ninety (90) days commence to cure the failure, or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Other than (A) the provisions for delay of performance due to Unavoidable Delays, (B) the special exception for delay due to eviction proceedings described in Section 12.1(i), (C) the thirty (30) day cure period provided in this Section for the cure of a breach of the obligation to convey or deliver possession of the Transfer Parcels at the time and in the manner required by this Agreement, or (D) as otherwise specifically provided in this Agreement, there shall be no right to an extension of time for compliance with such conveyance obligation and the City or Catellus, as the case may be, may declare a Default under this Agreement immediately at the end of that thirty (30) day cure period, without giving further notice or opportunity to cure, even if during that period the breaching Party has commenced, but not yet completed, satisfaction of the conditions to conveyance of the Transfer Parcels that the breaching Party was obligated to convey.

12.2 Notice of Unmatured Event of Default. Any notice of an Unmatured Event of Default shall describe the failure(s) in performance that the noticing Party claims constitute the Unmatured Event of Default and the manner in which the Unmatured Event of Default may be cured in accordance with this Agreement.

12.3 Remedies - Generally. Upon a Default, the nondefaulting Party shall have the right, in addition to all other rights and remedies available at law or in equity, except as limited by this Agreement, to (i) waive the default in its sole discretion, (ii) bring any proceeding in the nature of specific performance, injunctive relief or mandamus, (iii) bring any action at law (except as limited by the provisions of Section 12.11) or in equity as may be permitted by operation of law or this Agreement, (iv) terminate this Agreement, but only to the extent permitted by and in accordance with this Article 12, (v) delay delivery under this Agreement of those Transfer Parcels that the non-defaulting Party is otherwise obligated to deliver under this Agreement, and (vi) pursue any other remedy or action permitted under this Agreement. Nothing

in this Section 12 shall, however, violate or otherwise affect the Parties' rights to terminate this Agreement where so provided in this Agreement.

12.4 Specific Performance Appropriate. The Parties acknowledge that each of the Transfer Parcels is unique and that the obligations of the Parties hereunder to convey the Transfer Parcels shall be subject to enforcement by specific performance or mandatory injunction in the event of any Default, in addition to any other remedy available to a Party at law or in equity as a result of any such Default (except as otherwise restricted by this Agreement).

12.5 No Supersedure. Nothing in this Section shall be deemed to supersede or preclude the City's rights and remedies under the terms of any permit, approval or land use entitlement granted for the development and use of the Transfer Parcels which rights and remedies shall be in addition to the rights and remedies of the City under Sections 12.1 through 12.14.

12.6 Remedies Subject to City Charter. Catellus' remedies against the City shall in all cases be subject to the budgetary, fiscal and other provisions of the Charter of the City and County of San Francisco, provided, however, that nothing in this Section 12.6 shall be deemed to relieve the City from any lawfully imposed obligation.

12.7 Termination by a Party. A Party may terminate this Agreement pursuant to this Section 12.7 only under the following conditions (although nothing in this Section 12.7 shall affect any other rights a Party may have under this Agreement, to the extent set forth in any other provision of this Agreement):

12.7.1 Deprivation of Material Benefit. If, as a result of a Default, the insolvency (as defined in Section 12.8.1 below) of Catellus, the insolvency of the City, the invalidation of this Agreement, or a Final Judgment that renders unenforceable one or more provisions of this Agreement, the Party seeking to terminate demonstrates on the basis of substantial evidence that it will be permanently deprived of a material benefit of this Agreement; and

12.7.2 No Other Adequate Remedy. The Party seeking to terminate does not have available any other adequate remedy to compensate for, correct, prevent or offset the permanent loss of the material benefit; and

12.7.3 Notice. The Party seeking to terminate has given to the other Party a notice of intent to terminate, that describes the event alleged to result in a permanent loss of material benefit, the nature and extent of the loss of the material benefit and the absence of available remedies to correct, prevent or offset the loss of the material benefit. The notice of intent to terminate shall also include the effective date of the termination, which date shall not be less than one hundred twenty (120) days after the date of the notice of intent to terminate.

12.8 Party Insolvency. In addition to the rights to terminate otherwise provided in this Section 12 and in the other provisions of this Agreement, a Party may terminate this Agreement as follows: If under applicable law the provisions of this Agreement are not enforceable by a Party in accordance with their terms in any bankruptcy, insolvency, reorganization, arrangement,

readjustment of debt or similar debtor-relief proceeding, then the Party's right to terminate this Agreement shall be deemed to have occurred upon the first to occur of:

- (i) the rejection or disaffirmance of this Agreement in such proceeding, whether by virtue of an affirmative act or any failure to act within a specified time, or
- (ii) the failure of the Insolvent Party (as defined in Section 12.8.1 below) or any trustee, receiver or other person or entity in possession of the Insolvent Party's property in such proceeding, within one hundred twenty (120) days (or any longer time period set by a court of competent jurisdiction for cause) after the filing of such proceeding, to expressly affirm this Agreement and all obligations of the Insolvent Party hereunder, to perform all obligations of the Insolvent Party then matured but not previously performed (other than obligations described in section 365(b)(2) of the United States Bankruptcy Code, as amended), and, to the extent permitted by law, to recognize all obligations of the Insolvent Party under this Agreement to be entitled to equal priority in such proceeding as costs and expenses of the administration of such proceeding, or
- (iii) the failure of the Insolvent Party or any trustee, receiver or other person or entity in possession of the Insolvent Party's property in such proceeding, within one hundred twenty (120) days (or any longer time period set by a court of competent jurisdiction for cause) after the filing of such proceeding, to give assurances, acceptable to the other Party in its reasonable judgment, of the future performance of all of the Insolvent Party's obligations (other than obligations described in section 365(b)(2) of the United States Bankruptcy Code, as amended) under this Agreement as they arise.

12.8.1 For purpose of this Section 12.8, a Party shall be deemed insolvent (an "Insolvent Party") if and only if:

- (i) The Insolvent Party admits in writing its inability to pay its debts generally as they become due, or files or consents to the filing of any petition in bankruptcy, insolvency, reorganization, arrangement, readjustment of debt or similar debtor-relief proceeding, or any proceeding for the liquidation or dissolution of the Insolvent Party, under any federal, state or local law or statute, whether now existing or subsequently in effect, or makes a general assignment of all or substantially all of its assets for the benefit of its creditors or consents to or acquiesces in the appointment of a trustee, liquidator or receiver of the whole or any substantial part of the Insolvent Party's assets or of the Insolvent Party's interest in the Transfer Parcels or this Agreement; or
- (ii) Pursuant to an order, judgment or decree entered by any court of competent jurisdiction (A) a receiver, trustee or liquidator of the Insolvent Party or of all or any substantial part of the Insolvent Party's assets or of the Insolvent Party's interest in the Transfer Parcels or this Agreement shall be appointed in any proceeding, or (B) the Insolvent Party shall be adjudicated as bankrupt or insolvent, or (C) a petition seeking liquidation or dissolution of the Insolvent Party, or reorganization of the Insolvent Party or an arrangement with creditors or to take advantage of any law or statute, whether now existing or hereafter in effect, of the federal or state government, or any subdivision thereof, relating to bankruptcy, insolvency, readjustment of

debt or similar debtor-relief measures, shall be approved; and any such order, judgment or decree referred to in clauses (A), (B) and (C) is not vacated, set aside or stayed within one hundred twenty (120) days from the date of entry, or a stay thereof shall be thereafter set aside.

12.9 Effect of Termination - Generally. Termination of this Agreement, for any reason or by any Party, shall not limit or otherwise affect (i) any right or duty that, by the terms of this Agreement, the Other Agreements or any of them, survives the termination of this Agreement; or (ii) any right or obligation with respect to any Transfer Parcel (A) that has been conveyed under this Agreement by one Party to the other Party or (B) deeds for which have been deposited into the Escrow; or (iii) the limitation on the rights of the Parties to seek damages, except to the extent permitted by Section 12.11, arising out of a breach of this Agreement, including the Default for which this Agreement has been terminated.

12.10 Effective Date of Termination. Termination of this Agreement shall be effective as of the date specified in the notice of intent to terminate pursuant to which the Agreement terminates, or the date specified in Section 12.7, depending upon the Section under which the termination occurs.

12.11 Limitation on Monetary Damages. The Parties have determined that monetary damages generally are inappropriate and that it would be extremely difficult and impractical to fix or determine the actual damages to a Party as a result of a breach or Default hereunder and that equitable remedies and remedies at law not including damages are particularly appropriate remedies for enforcement of this Agreement. The City and Catellus would not have entered into this Agreement if either of them were to be liable in damages under or with respect to this Agreement other than as explicitly set forth in this Section. The Parties have agreed that each Party hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement; provided that no Party shall be liable in damages to another, to any Transferee or other transferee of Catellus or City or any other Person or entity, and each Party covenants not to sue for or claim any damages, and expressly waives its right to do so (A) for any breach of, or which arises out of, this Agreement; or (B) arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement; provided, however, that the limitations on damage remedies set forth in this Section 12.11 do not limit the availability of damages or monetary recovery that arise out of any of the following: (i) the failure to pay any monetary amounts required to be paid by this Agreement, (ii) a failure to pay under Section 16, or (iii) a Default that specifically provides for the payment of money as a remedy for that Default.

12.12 Limitation on Personal Liability. Notwithstanding anything to the contrary in this Agreement, no elective or appointive board or commission, or member of a board or commission, officer, agent or employee of the City, and no partner, officer, director, shareholder, trustee, beneficiary, employee, or agent of Catellus, shall be personally liable upon any of the obligations of the City or Catellus under this Agreement, and each Party shall look solely to the assets of Catellus or the City (as the case may be) and shall have no right of recourse against the assets of any other person or entities described in this Section 12.12.

12.13 Recording Notice of Termination. Provided that Catellus has not delivered notice to the City of its intent to commence litigation with respect to the City's determination to terminate and does not commence such an action within thirty (30) days after the effective date of the City's termination, either Party may request the County Recorder to record a notice of termination of this Agreement at any time after the effective date of any such termination by the City. Provided that the City has not delivered notice to Catellus of its intent to commence litigation with respect to Catellus' determination to terminate, and does not commence such an action within thirty (30) days after the effective date of Catellus' termination, either Party may request the County Recorder to record a notice of termination of this Agreement at any time after the effective date of any such termination by Catellus. Any notice of termination recorded under this Agreement shall describe with particularity the portions of the Property to which it is applicable.

12.14 No Implied Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of a Default or of the performance of any provision of this Agreement or condition to the Party's performance shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such Default or performance. No express written waiver of any Default or of the performance of any provision of this Agreement or condition to the Party's performance shall affect any other Default or performance, or cover any other period of time, other than the Default, performance, and/or period of time specified in such express waiver. One or more written waivers of a Default or of the performance of any provision of this Agreement or condition to the Party's performance under any provision of this Agreement shall not be deemed to be a waiver of any subsequent Default or performance. All of the remedies permitted or available to a Party 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 permitted or available right or remedy.

13. Recording of Agreement.

A copy of this Agreement shall be recorded in the Office of the Recorder of the City and County of San Francisco, State of California, provided, however, that such recording shall be at the request of the City. Each Party agrees that if by the Final Date, the Closing does not occur or any Transfer Parcel (except for the Street Vacation Parcels, or the Port Leasehold Parcels and/or the City Facilities Parcel, if Catellus has elected not to take title to the same) remains unconveyed, the Parties will forthwith mutually execute, acknowledge and record an agreement terminating this Agreement; and both Parties must execute and acknowledge said agreement for it to be valid unless the failure to Close or Transfer a Transfer Parcel is due to a breach by a party of this Agreement or a failure of a Party to satisfy a condition under this Agreement, then this Agreement may be terminated by the other Party's unilateral execution, acknowledgment and recording of a written statement terminating this Agreement. Concurrently with the Closing, the Parties shall execute, acknowledge and cause to be recorded in the Office of the Recorder of the

City and County of San Francisco, State of California, a Notice of Satisfaction of Conditions in the form of Exhibit "FF" ("Conditions Satisfaction Notice"), with respect to all property then owned by Catellus within the Mission Bay Property, which shall provide that except as otherwise provided in the Declaration and Acknowledgement with respect to the Affected Area, all obligations of Catellus with respect to the Mission Bay Property under this Agreement have been satisfied, and except as specifically provided in the Conditions Satisfaction Notice, the Agreement no longer affects the Mission Bay Property owned by Catellus. At Closing, Catellus shall also execute, acknowledge and deliver to the Port, in recordable form, a conditions satisfaction notice in substantially the form of Exhibit "FF" modified, as appropriate, which will confirm that the conditions to Closing with respect to the Western Pacific Transfer Parcel have been satisfied and that the Agreement no longer affects the Western Pacific Transfer Parcel, except as specifically provided therein. In addition, concurrently with the conveyance to Catellus of any Street Vacation Parcel pursuant to this Agreement, the Parties shall execute, acknowledge and cause to be recorded a Conditions Satisfaction Notice with respect to the Street Vacation Parcel being conveyed. The recording of any Conditions Satisfaction Notice pursuant to this Section 13 shall be deemed to be at the request of the City.

14. Right of Entry.

From the date of the Agreement and throughout the term hereof, Catellus and/or its agents shall have the right to enter into and make any view or test of any unconveyed Port Transfer Parcel or Port Open Space Parcel which is reasonably necessary in connection with the development of the Port Transfer Parcels or Port Open Space Parcels and to enter upon and construct infrastructure and street improvements on other property owned by the Port as may be contemplated under the South OPA, North OPA and Redevelopment Plan, provided that Catellus shall (i) give the City reasonable advance notice of any intended entry, the time thereof and the purpose thereof and (ii) obtain the City's approval, which shall not be unreasonably withheld, of all tests to be conducted, and (iii) execute a permit to enter ("Permit to Enter") substantially in the form of Exhibit "GG," depending upon the circumstances and purposes of the proposed entry. The City, may from time to time, amend the attached form of Permit to Enter and impose such additional insurance, bond, guaranty and indemnification requirements as the City, including the Port, reasonably determines are necessary or appropriate to protect its interests, consistent with its then current practices, and in a manner that will not unnecessarily interfere with or materially increase the cost or risk of Catellus' ability to perform under the North OPA, South OPA, this Agreement, or any of the Other Agreements, or if it would unnecessarily interfere with or materially increase the cost or risk, such amendment must be consistent with commercial industry practice; provided further, in no event shall any such modification conflict with the terms and provisions of Section 7 of this Agreement, the Environmental Investigation and Response Programs which are attached to the North OPA and the South OPA, or expand the scope of the basic indemnities or principal provisions or rights or obligations of Catellus under this Agreement, the Other Agreements, the North OPA or the South OPA with respect to Hazardous Substances. Nothing contained herein shall permit the City to modify any executed Permit to Enter without the consent of Catellus.

15. Notices.

15.1 Notices. Any notice given under this Agreement shall be in writing and given by delivering the notice in person, or by sending it by commercial courier, or 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.

Port and City: Port Director
Port of San Francisco
Ferry Building, Room 3100
San Francisco, California 94111
Telefacsimile: (415) 274-0528

Director of Administrative Services
401 Van Ness Avenue
San Francisco, California 94102
Telefacsimile: (415) 554-4849

with copies to: City Attorney, City of San Francisco
1390 Market Street, 5th Floor
San Francisco, California 94102
Telefacsimile: (415) 554-4248

Director of Property
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Telefacsimile: (415) 554-9875

Port General Counsel
Port of San Francisco
Ferry Building, Room 3100
San Francisco, California 94111
Telefacsimile: (415) 274-0494

Catellus: Catellus Development Corporation
201 Mission Street, 2nd Floor
San Francisco, California 94105
Attention: Mission Bay Development Office
Telefacsimile: (415) 974-3724

General Counsel
Catellus Development Corporation
201 Mission Street, 2nd Floor
San Francisco, California 94105
Telefacsimile: (415) 974-4613

with copies to: Pamela S. Duffy, Esq.
Coblentz, Patch, Duffy & Bass, LLP
222 Kearny Street, 7th Floor
San Francisco, California 94108
Telefacsimile: (415) 989-1663

Any mailing address or telefacsimile number may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. A Party may not give official or binding notice by telefacsimile. 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.

15.2 Content. Every notice (other than the giving or withholding of consent, approval or satisfaction under this Agreement, but including requests therefor) shall comply with the following requirements. Each such notice shall state: (i) the Section of this Agreement pursuant to which the notice is given and (ii) the period of time within which the recipient of the notice must respond or if no response is required, a statement to that effect. Each request for consent or approval shall contain reasonably sufficient data or documentation to enable the recipient to make an informed decision. If a notice complies with requirements (i) and (ii) of this Section 15.2, it shall not be deemed defective because it is not accompanied with adequate data or documentation unless the Party to whom the notice is given objects in writing to the adequacy of the notice before the sooner of twenty (20) days after receipt of the notice, or expiration of the time period in which the recipient of the notice would be required to respond to an adequate notice.

15.3 Conclusive Presumptions. If any Person, including any Party, that receives any notice that pertains to an Unmatured Event of Default or an intention to terminate does not notify the Person that sent the notice of any alleged deficiencies in the form, content, or delivery of the notice within twenty (20) days after receipt of the notice, the notice shall be conclusively presumed to comply with all provisions of this Agreement.

16. Litigation Expenses.

16.1 Litigation Expenses. If either Party brings an action or proceeding (including, without limitation, any cross-complaint, counterclaim, or third-party claim) against the other Party by reason of a Default, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not

limited to reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing party" within the meaning of this Section 16 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.

16.2 Appeals. Attorneys' fees under this Section 16 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.

16.3 City Attorney, Catellus In-house Counsel. For purposes of this Agreement, reasonable fees of attorneys of the City's Office of City Attorney and any in-house counsel for Catellus 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 the City Attorney's or Catellus' in-house counsel's services were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the Office of City Attorney, or, in the case of Catellus' in-house counsel, as employed by the outside counsel for Catellus.

17. Eminent Domain.

17.1 Prior to Closing. If prior to Closing any Transfer Parcel or portion thereof is taken under power of eminent domain, or if a suit is instituted to take the same (a "taking"), and that taking, in either case, is not material, then this Agreement shall proceed as provided except that the property taken shall cease to be a Transfer Parcel and the entire award payable to the owner of that property shall be placed and held in escrow in an interest-bearing obligation until the day on which the property taken would otherwise have been required to be conveyed as a Transfer Parcel or released from this Agreement, whereupon in lieu of conveyance the amount of the award payable to the owner of the applicable property shall be paid to the Party that would otherwise have been entitled to conveyance and the interest so accrued on the award shall be paid to the owner of the applicable property, or the amount of the award and the interest so accrued, shall be returned to the owner, if the property would have been released from this Agreement; provided, however, that with respect to a taking of any Transfer Parcel which is to be the subject of the Catellus Lease, Catellus shall be entitled to retain out of the award an amount equal to the value of the leasehold interest Catellus would have received pursuant to the Catellus Lease, had the Transfer Parcel been conveyed in accordance with this Agreement. If any payment is payable to the City hereunder, such payment shall be made to the Harbor Revenue Fund of the City.

17.1.1 Satisfaction. Upon making the payments required by this Section 17.1, the paying Party shall be deemed to have satisfied its obligation to convey the taken property as provided in this Agreement.

17.1.2 Escrow. Upon the deposit of the award into escrow the Parties shall execute and deliver escrow instructions to the Title Company in compliance with this Section 17.1.

17.2 Material Takings. In the event the taking occurs prior to Closing and either Party determines that the taking is material, then this Agreement shall terminate upon written notice thereof to the other Party given within sixty (60) days after both Parties receive notice of the taking. The award shall be paid in accordance with law, and neither Party shall have any further obligation under this Agreement.

17.3 Materiality. As used in this Section 17, a taking shall be deemed material if in the reasonable judgment of either Party the taking is so extensive as to substantially prejudice the use of the Transfer Parcels for the purposes of development as contemplated by this Agreement. If either Party determines that a taking is material and the other Party disagrees with that decision, the dispute shall be submitted to ADR unless the condemning authority is the City or an entity whose budget is subject to approval by the Board of Supervisors, in which case the decision of Catellus concerning the materiality of the taking shall be final and not subject to challenge for purposes of this Section 17. As part of that ADR procedure the Parties may negotiate on how, if at all, they may equitably adjust their obligations under this Agreement in light of the taking to avoid termination.

17.4 Notice. If a Party receives notice of any taking or contemplated taking, it shall promptly notify the other Party of that notice of taking. A Party that receives notice of a taking shall be deemed to have determined that the taking is not material if it has not notified the other Party of a contrary determination within sixty (60) days after receipt of a notice of the taking.

17.5 Values Herein Not Applicable. The Parties acknowledge that the values set forth on Exhibit "Z" or as may be derived from other provisions of this Agreement have been established for the purposes stated in this Agreement only and shall not constitute evidence of what constitutes just compensation in the event of eminent domain proceedings. Such values shall not be binding for any other purpose and any Party may dispute the use of such values as evidence for any other purpose.

17.6 Dispute Resolution. Any dispute between the Parties arising under this Section 17 other than as provided in Section 17.3 shall first be referred to ADR.

18. Time of Essence.

It is agreed that time is of the essence of this Agreement.

19. References; Titles.

Wherever in this Agreement the context requires, references to the masculine shall be deemed to include the feminine and the neuter, and references 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.

20. Correction of Technical Errors; Amendments.

20.1 Technical Error. If by reason of inadvertence, and contrary to the intention of the Parties, errors are made in this Agreement in the identification or characterization of any title exception for any Transfer Parcel, in a legal description or the reference to or within any Exhibit with respect to a legal description, in the boundaries of any parcel in any map or drawing which is an Exhibit, or in the typing of this Agreement, the Parties by mutual agreement may correct such error by memorandum executed by both Parties without the necessity of amendment of this Agreement.

20.2 Amendments. No amendment to this Agreement or any part hereof shall be valid unless it is in writing and signed by both of the Parties. In addition, any amendment entered into prior to the Closing shall be subject to compliance with Section 13.3.1 of the Agreement Concerning the Public Trust, and the parties shall provide copies of all amendments to this Agreement to the State pursuant to Section 13.3 of the Agreement Concerning the Public Trust. The Mayor and the Director of Property are authorized to execute on behalf of the City and the Port Director is authorized to execute on behalf of the Port Commission, any amendment that the Mayor and Director of Property jointly or the Port Director determines is in the best interests of the City or the Port, as the case may be, and that does not materially increase the City's or the Port's obligations or materially diminish the City's or the Port's rights under this Agreement.

21. Brokers.

Each Party represents to the other Party that it has not employed a broker or a finder in connection with the transactions contemplated by this Agreement, and agrees to hold the other party harmless from the claims of any broker or finder employed by such Party.

22. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

23. Estoppel Certificate.

Either Party may, at any time, and from time to time, request the other Party to certify in writing that, to the knowledge of the certifying Party, (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended or modified either orally or in writing, or if amended, identifying the amendments, (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe the nature of any such defaults, and (iv) if requested with respect to Transfer Parcels transferred pursuant to Section 10, the Transfer complies with this Agreement, or if the Transfer is not or was not in compliance, to state the nature of non-compliance. A Party shall execute and return such certificate within thirty (30) days following the receipt of the request thereof. The Port Director shall be authorized to execute any certificate requested by Catellus hereunder. No public hearing shall be required as a condition to issuance of an estoppel certificate.

24. Extensions.

24.1 Unavoidable Delay. The performance of each Party's obligations under this Agreement shall be excused to the extent that the Party's performance is subject to Unavoidable Delay, subject to the following limitations:

24.2 Extensions. The performance of (i) the City's obligation to convey the Port Transfer Parcels to Catellus or to enter into the Agency Lease or deliver possession of the applicable Port Transfer Parcels to Catellus, in the condition and at the time required by this Agreement and (ii) Catellus' obligation to convey to the City the Catellus Street Parcels and the Western Pacific Property in the condition and at the time required by this Agreement shall be excused to the extent such performance is subject to Unavoidable Delay, not to exceed a maximum of ninety (90) days in the aggregate with respect to any Port Transfer Parcel, Catellus Street Parcel, or the Western Pacific Property.

24.3 Effect on Other Party's Obligation. In the event any Party's performance is excused or the time for performance is extended hereunder, the performance of the other Party that is conditioned on such excused or extended performance is also excused or extended.

25. Miscellaneous Provisions.

25.1 Table of Contents. The Table of Contents is for the purpose of convenience of reference and is not to be deemed or construed in any way as a part of this Agreement or as supplemental thereto or amendatory thereof.

25.2 Number of Days. Provisions in this Agreement relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or City holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day.

25.3 Independent Parties. The subject of this Agreement is private development with no Party acting as the agent of another party in any respect. Each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Catellus, the affairs of the City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any Person who is not a Party, unless expressly otherwise provided.

25.4 Approvals and Consents. Unless otherwise herein provided, whenever approval, consent or satisfaction is required of a Party pursuant to this Agreement, it shall not be unreasonably withheld or delayed. The reasons for disapproval of consent shall be stated in reasonable detail in writing. Approval by a Party to or of any act or request by the other Party shall not be deemed to waive or render unnecessary approval to or of any similar or subsequent acts or requests. The requirements for approvals under this Agreement shall extend to and bind

the partners, officers, directors, shareholders, trustees, beneficiaries, agents, elective or appointive boards, commissions, employees and other authorized representatives of each Party, and each such Person shall make or enter into, or take any action in connection with, any approval in accordance with these requirements.

25.5 No Gift or Dedication. Except as otherwise specified in this Agreement, this Agreement shall not be deemed to be a gift or dedication of the Transfer Parcels or any portion thereof to the general public, for the general public, or for any public use or purpose whatsoever. Catellus shall have the right to prevent or prohibit the use of any portion of the property owned by Catellus, including common areas and buildings and improvements, by any persons for any purpose inimical to the operation of a private, integrated mixed-use project as contemplated by this Agreement and the Redevelopment Plan. Where in fact dedication occurs, it must be evidenced by an express written offer of dedication to and written acceptance by the City for such purposes by a recorded instrument executed by Catellus.

25.6 Severability. Except as is otherwise specifically provided for in this Agreement, invalidation of any provision of this Agreement, or of its application to any person, by judgment or court order shall not affect any other provision of this Agreement or its application to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

25.7 Waivers. The time for performance of any obligation or for the satisfaction of any condition under this Agreement may be extended by mutual agreement of the Parties. However, the failure of a Party to perform any obligation or the failure of the satisfaction of any condition under this Agreement may be waived by the Party benefited by the performance or condition; provided that when the satisfaction of a condition would benefit both Parties, the waiver shall be effective only as to the waiving Party. Any waiver or extension of time granted by the City must be approved in writing by the Port's Director of Real Estate and Asset Management. In addition, waivers, actions, consents and approvals by the City under Sections 3.1.3, 4.2.1, 5.1.2, 9.1 and 17 shall be subject to review and approval of the State, in accordance with Section 6.2 of the Agreement Concerning the Public Trust.

25.8 Entire Agreement; Supersedure. From and after the Amended PLTA Effective Date, this Agreement replaces and supersedes the PLTA in its entirety. This Agreement contains all the representations and the entire agreement between the Parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded in total by this Agreement. No prior drafts of this Agreement or changes from those drafts to the executed version of the Agreement shall be introduced as evidence in any litigation or other dispute resolution proceeding by any Party or other Person and no court or other body shall consider those drafts in interpreting this Agreement.

25.9 No Party Drafter; Captions. Although certain provisions of this Agreement were drawn by the City and certain provisions were drawn by Catellus, the provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party, in order to achieve the objectives and purposes of the Parties. Any caption preceding the text of any Section, paragraph or subsection or in the Table of Contents is included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa.

25.10 Conduct. In all situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party. Each Party shall take all reasonably necessary measures to achieve the provisions of the Agreement.

25.11 Further Assurances. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and to do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement. The Mayor and the Director of Property are authorized to execute on behalf of the City and the Port Director is authorized to execute on behalf of the Port any closing or similar documents and any contracts, agreements, memoranda or similar documents with State, regional and local entities that are necessary or proper to achieve the purposes and objectives of this Agreement, if the Mayor and Director of Property or the Port Director determines that the applicable document is necessary or proper and is in the City's or the Port's, as the case may be, best interest.

25.12 Cooperation and Non-Interference. Neither Party shall do anything that has the effect of harming or injuring the right of the other Party to receive the benefits of this Agreement. Each Party shall refrain from doing anything that would render its performance under this Agreement impossible. Each Party shall do everything which this Agreement contemplates that the Party shall do to accomplish the objectives and purposes of this Agreement.

25.13 Heirs, Successors and Assigns. All of the provisions, agreements, rights, powers, standards, terms, waivers, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other Persons acquiring any Transfer Parcel, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger consolidation or otherwise) and assigns. The provisions of this Section 25.13 shall, however, in no manner supersede the provisions of Section 10 of this Agreement.

25.14 Interpretation. Unless otherwise specified, whenever in this Agreement reference is made to the Table of Contents, any Section or Exhibit, or any defined term, the reference shall be deemed to refer to the Table of Contents, Section or Exhibit, or defined term of this Agreement. Any reference to a Section includes all subsections and subparagraphs of that Section. The use in this Agreement of the words "including", "such as" or words of similar

import when following any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific items or matters, whether or not language of non-limitation, such as "without limitation" or "but not limited to", or words of similar import, is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.

25.15 Counterparts. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages which, when attached to this Agreement, shall constitute this as one complete Agreement. This Agreement may be executed in any number of counterparts each of which shall be deemed to be the original and all of which shall constitute one and the same Agreement.

25.16 Represented by Counsel. Each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of the Party's choice in connection with, the rights and remedies of and waivers by it contained in this Agreement and after such advice and consultation has presently and actually intended, with full knowledge of the Party's rights and remedies otherwise available at law or in equity, to waive and relinquish those rights and remedies to the extent specified in this Agreement, and to rely solely on the remedies provided for in this Agreement with respect to any breach of this Agreement by any other Party, or any other right that such Party seeks to exercise.

25.17 Alternative Dispute Resolution. The Parties, by mutual agreement, may (or where required herein shall) submit any factual or other (to the extent the City is not prohibited by law or otherwise from doing so) dispute arising under this Agreement to non-binding arbitration, mediation or other alternative 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 (if it is not required hereunder) refusal to proceed within a reasonable time after receipt of the requesting notice. If the Parties agree (or are required by the terms hereof) 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 or if required hereunder, in the manner specified by the Person or service conducting the ADR. The Parties may enter into operating memoranda from time to time to establish procedures for the initiation and conduct of such ADR mechanisms.

25.18 Port Findings. By the execution of this Agreement, and for the reasons set forth in the findings and determinations made contemporaneously with the approval of this Agreement, the City and the Port find and declare, pursuant to the Act, that the transfers provided for herein are hereby approved.

25.19 Completion of Exhibits. This Agreement may be executed prior to the attachment thereto of all Exhibits referred to herein other than legal descriptions. When so executed, it shall be fully binding notwithstanding that not all such Exhibits are included. At such time as such

Exhibits are approved by both Parties, they shall be deemed incorporated into this Agreement in their entirety. The Mayor and the Director of Property and the Port Director, respectively, are authorized to execute on behalf of the City and the Port, as the case may be, any memorandum or approval by the Parties with respect to such Exhibits other than legal descriptions.

25.20 Termination of Port Agreement. Effective upon the execution of this Agreement, the Parties agree that the Port Agreement to License and to Option by and between the City and Catellus and dated for reference purposes only September 8, 1993 ("PALO"), recorded May 19, 1994 as Document No. 94-F607932-00 in the Official Records of the County of San Francisco, shall automatically be deemed terminated, without further action, and in connection with the termination of the PALO, (1) the City/Port agrees no additional sum is due from Catellus under the Wetlands License other than any amounts of possessory interest taxes refunded by the City Tax Collector to Catellus with respect to the Wetlands License in excess of \$143,600.66, and (2) Catellus agrees that no additional sum is due from City/Port under the Wetlands License for possessory interest taxes arising thereunder.

25.21 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 any virgin redwood or virgin redwood wood product.


25.22 Covenant Not to Discriminate. In the performance of this Agreement, Catellus covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Catellus, in any of Catellus' operations within the United States or against any person seeking accommodations, advantages, facilities privileges, services, or membership in all business, social or other establishments or organizations operated by Catellus.

25.23 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. Catellus acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

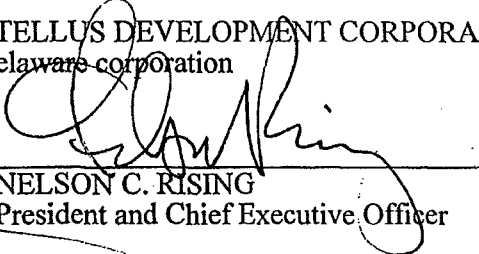
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY AND COUNTY OF SAN FRANCISCO,
a Charter City and County

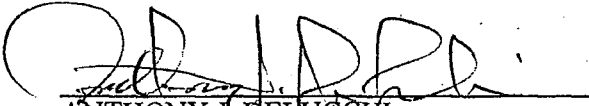
CATELLUS DEVELOPMENT CORPORATION
a Delaware corporation



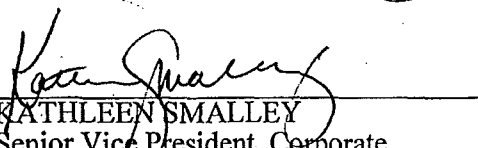
WILLIE L. BROWN, JR.
Mayor

By: 

NELSON C. RISING
President and Chief Executive Officer



ANTHONY J. DELUCCHI
Director of Property

By: 

KATHLEEN SMALLEY
Senior Vice President, Corporate
Operations and General Counsel

SAN FRANCISCO PORT COMMISSION

By: 

DOUGLAS F. WONG
Executive Director

APPROVED AS TO FORM:

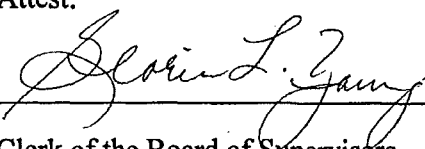
LOUISE H. RENNE
City Attorney

By: 

JESSE CAPIN SMITH
Deputy City Attorney

By: 

NEIL SEKHRI
Deputy City Attorney

Attest:


Clerk of the Board of Supervisors

Approved by Port Commission Resolution 98-91, September 22, 1998.

Approved by Board of Supervisors Ordinance 331-98, October 26, 1998.

ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Francisco

On 11/13/98 before me, KIT CHAU
DEPUTY COUNTY CLERK (name, title of officer),
personally appeared GLORIA YOUNG

personally known to me — OR — 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.

WITNESS my hand and official seal.



[Handwritten Signature]

Signature

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S) SIGNING FOR HIMSELF/HEMSELVES
- CORPORATE OFFICER(S) _____ TITLE(S) _____ COMPANY _____
- PARTNER(S) _____ PARTNERSHIP _____
- ATTORNEY-IN-FACT _____ PRINCIPAL(S) _____
- TRUSTEE(S) _____ TRUST _____
- OTHER _____ TITLE(S) _____

City & County of

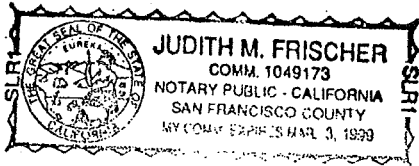
San Francisco

TITLE(S) REPRESENTED

STATE OF CALIFORNIA)
)
) SS.
COUNTY OF *San Francisco*)

On November 16, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared WILLIE L. BROWN, JR., personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

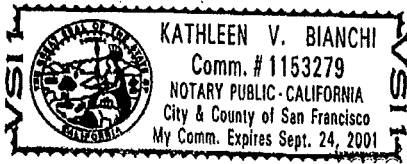


Judith M. Frischer (Seal)
NOTARY PUBLIC

STATE OF CALIFORNIA)
)
) SS.
COUNTY OF)

On 11-16-98, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ANTHONY J. DELUCCHI, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.



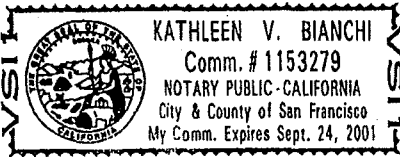
Kathleen V. Bianchi
NOTARY PUBLIC

STATE OF CALIFORNIA)
)
COUNTY OF *San Francisco*) SS.

On 11-16-98, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DOUGLAS F. WONG, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

Kathleen V. Bianchi
NOTARY PUBLIC

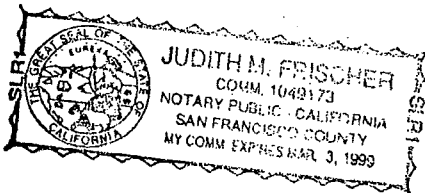


STATE OF CALIFORNIA)
)
COUNTY OF *San Francisco*) SS.

On 16 November 98, before me, the undersigned, a Notary Public in and for said County and State, personally appeared NELSON C. RISING, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he; or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

Judith M. Frischer
NOTARY PUBLIC



STATE OF CALIFORNIA)
) ss.
COUNTY OF *San Francisco*)

On 16 November 98, before me, the undersigned, a Notary Public in and for said County and State, personally appeared KATHLEEN SMALLEY, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument she, or the entity upon behalf of which she acted, executed the instrument.

WITNESS my hand and official seal.

Judith M. Frischer

NOTARY PUBLIC

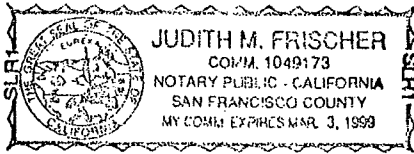


EXHIBIT A-1

AMENDED PORT LAND TRANSFER AGREEMENT
LEGAL DESCRIPTION OF MISSION BAY PROPERTY

EXHIBIT A-1
AMENDED
PORT LAND TRANSFER AGREEMENT
PROPERTY LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, BOOK Y OF RECORDS OF SURVEY AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF MARIPOSA STREET (66.00 FEET WIDE) WITH THE EASTERLY LINE OF PENNSYLVANIA STREET (90.00 FEET WIDE) RUNNING THENCE FROM THAT POINT OF INTERSECTION EASTERLY ALONG THE NORTHERLY LINE OF MARIPOSA STREET NORTH 86°49'04" EAST 940.17 FEET; THENCE LEAVING THAT NORTHERLY LINE OF MARIPOSA STREET NORTH 3°10'56" WEST 433.04 FEET; THENCE EASTERLY AND PARALLEL WITH THAT NORTHERLY LINE OF MARIPOSA STREET NORTH 86°49'04" EAST 280.00 FEET; THENCE NORTH 3°10'56" WEST 433.04 FEET TO THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE EASTERLY ALONG THAT SOUTHERLY LINE OF SIXTEENTH STREET NORTH 86°49'04" EAST 100.00 FEET TO THE WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE); THENCE SOUTHERLY ALONG THE WESTERLY LINE OF THIRD STREET SOUTH 3°10'56" EAST 866.08 FEET TO THAT NORTHERLY LINE OF MARIPOSA STREET; THENCE EASTERLY CROSSING THIRD STREET AND RUNNING ALONG THAT NORTHERLY LINE OF MARIPOSA STREET NORTH 86°49'04" EAST 360.00 FEET TO THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE SOUTHERLY ALONG THAT EASTERLY LINE OF ILLINOIS STREET SOUTH 3°10'56" EAST 129.85 FEET; THENCE NORTH 35°06'05" EAST 616.30 FEET; THENCE NORTHEASTERLY ALONG AN ARC OF A CURVE TO THE LEFT TANGENT TO THE PRECEDING COURSE WITH A RADIUS OF 440.00 FEET THROUGH A CENTRAL ANGLE OF 12°49'53" AN ARC DISTANCE OF 98.54 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 22°16'12" EAST 700.07 FEET; THENCE NORTHERLY ALONG AN ARC OF A CURVE TO THE LEFT TANGENT TO THE PRECEDING

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COURSE WITH A RADIUS OF 340.00 FEET THROUGH A CENTRAL ANGLE OF 12°28'00" AN ARC DISTANCE OF 73.98 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 9°48'12" EAST 86.42 FEET; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT TANGENT TO THE PRECEDING COURSE WITH A RADIUS OF 340.00 FEET, THROUGH A CENTRAL ANGLE OF 11°58'09", AN ARC DISTANCE OF 71.03 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 2°09'57" WEST 121.44 FEET; THENCE NORTH 3°10'56" WEST 198.86 FEET; THENCE NORTH 2°19'47" WEST 292.70 FEET; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE TO THE LEFT TANGENT TO THE PRECEDING COURSE WITH A RADIUS OF 481.57 FEET THROUGH A CENTRAL ANGLE OF 24°30'49", AN ARC DISTANCE OF 206.04 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 26°50'36" WEST 402.03 FEET; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT TANGENT TO THE PRECEDING COURSE WITH A RADIUS OF 236.29 FEET, THROUGH A CENTRAL ANGLE OF 9°00'04" AN ARC DISTANCE OF 37.12 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 17°50'32" WEST 679.08 FEET; THENCE SOUTH 86°49'04" WEST 282.38 FEET; THENCE SOUTH 17°34'00" EAST 2.58 FEET; THENCE SOUTH 86°49'04" WEST 397.43 FEET TO THE EASTERLY LINE OF THIRD STREET (88.50 FEET WIDE); THENCE ALONG THAT EASTERLY LINE NORTH 3°10'56" WEST 1,265.04 FEET; THENCE SOUTH 64°21'26" WEST 95.76 FEET TO THE POINT OF INTERSECTION OF THE WESTERLY LINE OF THIRD STREET (80.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF CHANNEL STREET (165.00 FEET WIDE); RUNNING THENCE ALONG THAT SOUTHEASTERLY LINE OF CHANNEL STREET SOUTH 46°18'07" WEST 772.99 FEET TO THE NORTHEASTERLY LINE OF FOURTH STREET (82.50 FEET WIDE); THENCE ALONG THAT NORTHEASTERLY LINE OF FOURTH STREET NORTH 43°41'53" WEST 440.00 FEET TO THE SOUTHEASTERLY LINE OF BERRY STREET (82.50 FEET WIDE); THENCE ALONG THAT SOUTHEASTERLY LINE OF BERRY STREET NORTH 46°18'07" EAST 825.95 FEET TO THE SOUTHWESTERLY LINE OF THIRD STREET; THENCE NORTHWESTERLY ALONG THAT SOUTHWESTERLY LINE OF THIRD STREET NORTH 43°41'53" WEST 667.50 FEET TO THE SOUTHEASTERLY LINE OF TOWNSEND STREET (82.50 FEET WIDE); THENCE ALONG THAT SOUTHEASTERLY LINE OF TOWNSEND STREET SOUTH 46°18'07" WEST 3,549.21 FEET TO THE NORTHEASTERLY LINE OF SEVENTH STREET (82.50 FEET WIDE); THENCE ALONG THAT NORTHEASTERLY LINE OF SEVENTH STREET SOUTH 43°41'53" EAST 3,166.69 FEET TO A POINT ON THE EASTERLY LINE OF PENNSYLVANIA STREET (90.00 FEET WIDE); THENCE SOUTHERLY ALONG THAT EASTERLY LINE OF PENNSYLVANIA STREET SOUTH 3°10'56" EAST 556.59 FEET TO THE POINT OF BEGINNING, AND

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CONTAINS 307.09 ACRES, MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) WITH THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE) AND CONTINUING EASTERLY ALONG THAT SOUTHERLY LINE OF SIXTEENTH STREET NORTH $86^{\circ}49'04''$ EAST 260.00 FEET TO A POINT ON THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE), THAT POINT BEING THE NORTHWESTERLY CORNER OF PARCEL ONE AS DESCRIBED IN THE DEED TO ESPRIT DE CORPS, A CALIFORNIA CORPORATION, RECORDED ON JULY 12, 1988, ON REEL E634 AT IMAGE 1334, DOCUMENT NO. E203992, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, THAT POINT ALSO BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ALONG THE NORTHERLY LINE OF THAT PARCEL ONE NORTH $86^{\circ}49'04''$ EAST 335.00 FEET; THENCE ALONG THE EASTERLY LINE OF THAT PARCEL ONE SOUTH $14^{\circ}29'32''$ EAST 107.08 FEET; THENCE SOUTH $3^{\circ}10'56''$ EAST 232.00 FEET; THENCE SOUTH $26^{\circ}50'57''$ WEST 72.77 FEET TO THE MOST EASTERLY CORNER OF PARCEL TWO AS DESCRIBED IN SAID DEED; THENCE ALONG THE EASTERLY LINE OF THAT PARCEL TWO SOUTH $26^{\circ}50'57''$ WEST 92.41 FEET; THENCE ALONG THE SOUTHERLY LINE OF THAT PARCEL TWO SOUTH $86^{\circ}49'04''$ WEST 273.33 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG THE WESTERLY LINE OF THAT PARCEL TWO NORTH $3^{\circ}10'56''$ WEST 80.00 FEET TO THE SOUTHWESTERLY CORNER OF THAT PARCEL ONE; THENCE ALONG THE WESTERLY LINE OF THAT PARCEL ONE NORTH $3^{\circ}10'56''$ WEST 400.00 FEET TO THE TRUE POINT OF BEGINNING, AND CONTAINS 3.762 ACRES OF LAND, MORE OR LESS.

AND

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF FOURTH STREET (82.50 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF CHANNEL STREET (200.00 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE OF FOURTH STREET NORTH $43^{\circ}41'53''$ WEST 200.00 FEET TO THE NORTHWESTERLY LINE OF CHANNEL STREET; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH $46^{\circ}18'07''$ WEST 2612.57 FEET TO A LINE DRAWN PARALLEL WITH AND PERPENDIUCALARLY DISTANT NORTHEASTERLY 110.69 FEET FROM THE NORTHEASTERLY LINE OF SEVENTH STREET (82.50 FEET WIDE); THENCE ALONG

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SAID LINE SO DRAWN SOUTH 43°41'53" EAST 200.00 FEET TO THE SOUTHEASTERLY LINE OF CHANNEL STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°18'07" EAST 514.36 FEET TO THE BEGINNING OF THE SOUTHEASTERLY LINE OF FORMER CHANNEL STREET (95.00 FEET WIDE); THENCE ALONG LAST SAID SOUTHEASTERLY LINE NORTH 46°18'07" EAST 1107.75 FEET TO THE SOUTHEASTERLY LINE OF CHANNEL STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°18'07" EAST 990.45 FEET TO THE POINT OF BEGINNING, AND CONTAINS 12.000 ACRES OF LAND, MORE OR LESS.

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Prepared by KCA ENGINEERS
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EXHIBIT A-2

AMENDED PORT LAND TRANSFER AGREEMENT
LEGAL DESCRIPTION OF WESTERN PACIFIC PROPERTY



EXHIBIT A-2
AMENDED
PORT LAND TRANSFER AGREEMENT
WESTERN PACIFIC PROPERTY
LEGAL DESCRIPTION

ALL OF THAT REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF ARMY STREET WITH THE EASTERLY LINE OF ILLINOIS STREET; RUNNING THENCE EASTERLY ALONG SAID NORTHERLY LINE OF ARMY STREET AND ITS EASTERLY EXTENSION 240 FEET TO THE CENTER LINE OF MICHIGAN STREET; THENCE AT A RIGHT ANGLE NORTHERLY ALONG SAID CENTER LINE OF MICHIGAN STREET 161 FEET; THENCE AT A RIGHT ANGLE EASTERLY PARALLEL WITH SAID NORTHERLY LINE OF ARMY STREET 840 FEET TO THE CENTER LINE OF MARYLAND STREET; THENCE AT A RIGHT ANGLE NORTHERLY ALONG SAID CENTER LINE OF MARYLAND STREET 39 FEET; THENCE AT A RIGHT ANGLE EASTERLY PARALLEL WITH THE FORMER NORTHERLY LINE OF ARMY STREET, AS SAID ARMY STREET EXISTED PRIOR TO ANY VACATION THEREOF, A DISTANCE OF 570 FEET TO THE FORMER CENTER LINE OF MASSACHUSETTS STREET, NOW VACATED; THENCE AT A RIGHT ANGLE NORTHERLY ALONG SAID FORMER CENTER LINE OF MASSACHUSETTS STREET AND ALONG THE PRESENT CENTER LINE OF MASSACHUSETTS STREET 233.138 FEET TO THE CENTER LINE OF TWENTY-SIXTH STREET, EXTENDED EASTERLY; THENCE AT A RIGHT ANGLE ALONG THE CENTER LINE OF TWENTY-SIXTH STREET EASTERLY 250 FEET TO THE DIRECT EXTENSION SOUTHERLY OF THE EASTERN LINE OF POTRERO NUEVO BLOCK NO. 509; THENCE AT A RIGHT ANGLE ALONG SAID EXTENSION, AND ALONG THE EASTERN LINES OF SAID BLOCK 509, AND POTRERO NUEVO BLOCK 508, NORTHERLY 899.116 FEET TO THE NORTHERN LINE OF SAID BLOCK 508; THENCE ALONG THE LAST NAMED LINE WESTERLY 200 FEET TO THE WESTERN LINE OF SAID BLOCK 508; THENCE ALONG THE LAST NAMED LINE SOUTHERLY 77.774 FEET; THENCE AT A RIGHT ANGLE WESTERLY 620 FEET TO THE CENTER LINE OF MARYLAND STREET; THENCE ALONG THE LAST NAMED LINE SOUTHERLY 355.203 FEET TO THE CENTER LINE OF TWENTY-FIFTH STREET, FORMERLY YOLO STREET; THENCE ALONG THE LAST NAMED LINE WESTERLY 1080 FEET TO THE DIRECT EXTENSION NORTHERLY OF THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EXTENSION, AND ALONG THE EASTERLY LINE OF ILLINOIS STREET 899.277 FEET TO THE POINT OF BEGINNING.

BEING ENTIRE BLOCK NOS. 433, 434, 440, 467, 474, 493 AND 500; AND PORTIONS OF BLOCK NOS. 439, 468, 473, 494 AND 499; AND ALSO PORTIONS OF MICHIGAN STREET, GEORGIA STREET, LOUISIANA STREET, MARYLAND STREET, DELAWARE STREET, MASSACHUSETTS STREET, TWENTY-FIFTH STREET AND TWENTY-SIXTH STREET, AS CERTAIN OF SAID BLOCKS AND STREETS ARE DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF GOLDEN CITY HOMESTEAD ASSOCIATION", RECORDED ON DECEMBER 12, 1865, IN MAP BOOK "C" AND "D", AT PAGES 20 AND 21, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO; ALL OF SAID BLOCKS AND STREETS ALSO BEING DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF THE SALT MARSH AND TIDE LANDS AND LANDS LYING UNDER WATER SOUTH OF SECOND STREET, AND SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO", RECORDED IN MAP BOOK W, AT PAGES 46 AND 47, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.

ALSO BEING BLOCKS 508 AND 509, AND PORTIONS OF BLOCKS 492 AND 501, OF THE POTRERO NUEVO.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED LAND CONVEYED TO THE STATE OF CALIFORNIA BY THAT CERTAIN INSTRUMENT RECORDED ON AUGUST 20, 1964 IN BOOK A805, OF OFFICIAL RECORDS, AT PAGE 815, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.

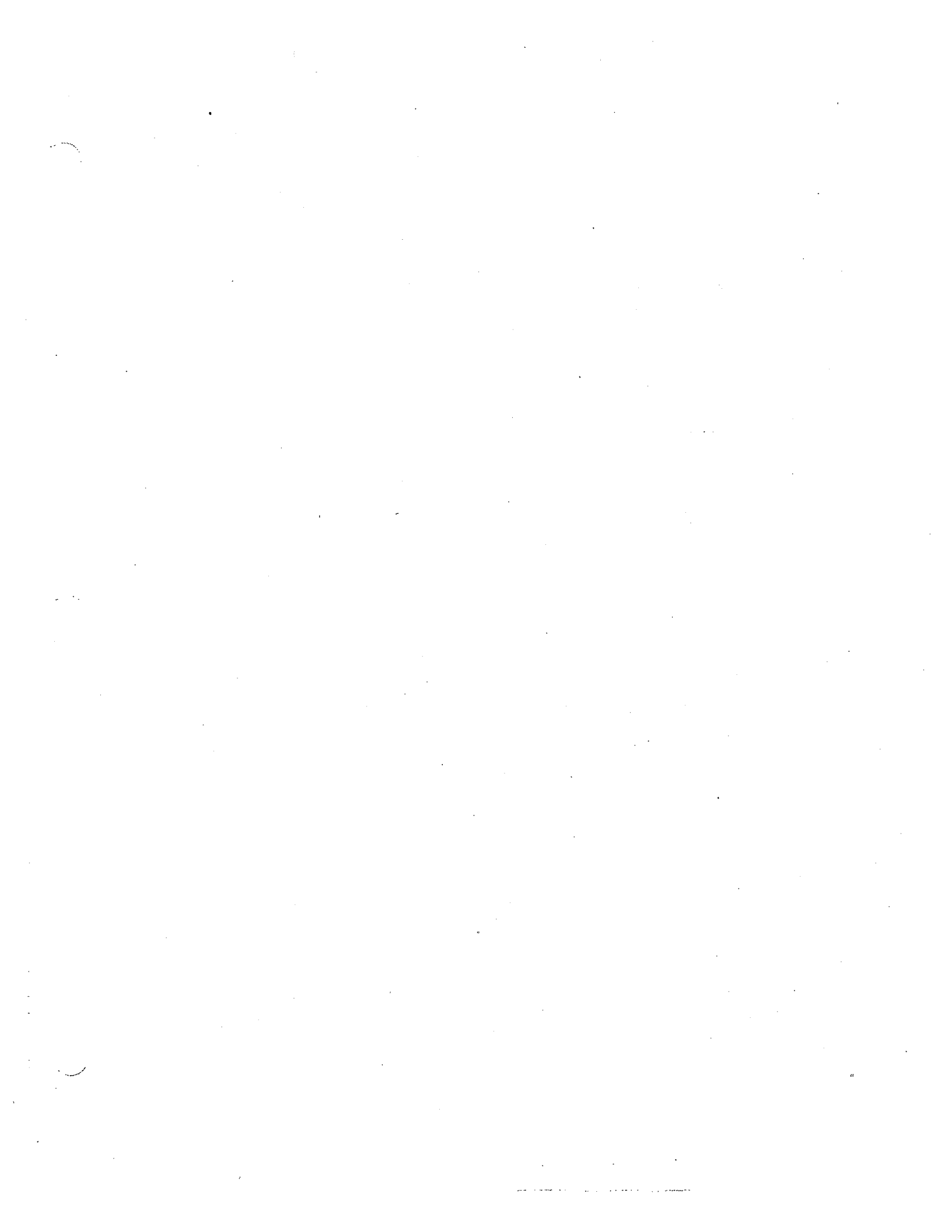
ALSO EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED LAND CONVEYED TO THE STATE OF CALIFORNIA BY THAT CERTAIN INSTRUMENT RECORDED ON MAY 24, 1966 IN BOOK B52, OF OFFICIAL RECORDS, AT PAGE 596, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.

EXCEPTING THEREFROM ALL MINERALS AND MINERAL RIGHTS, BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS SET FORTH AND RESERVED IN DEED FROM UNION PACIFIC RAILROAD COMPANY, RE-RECORDED JUNE 19, 1987, AS INSTRUMENT E009928, IN REEL E367, IMAGE 758, OFFICIAL RECORDS.

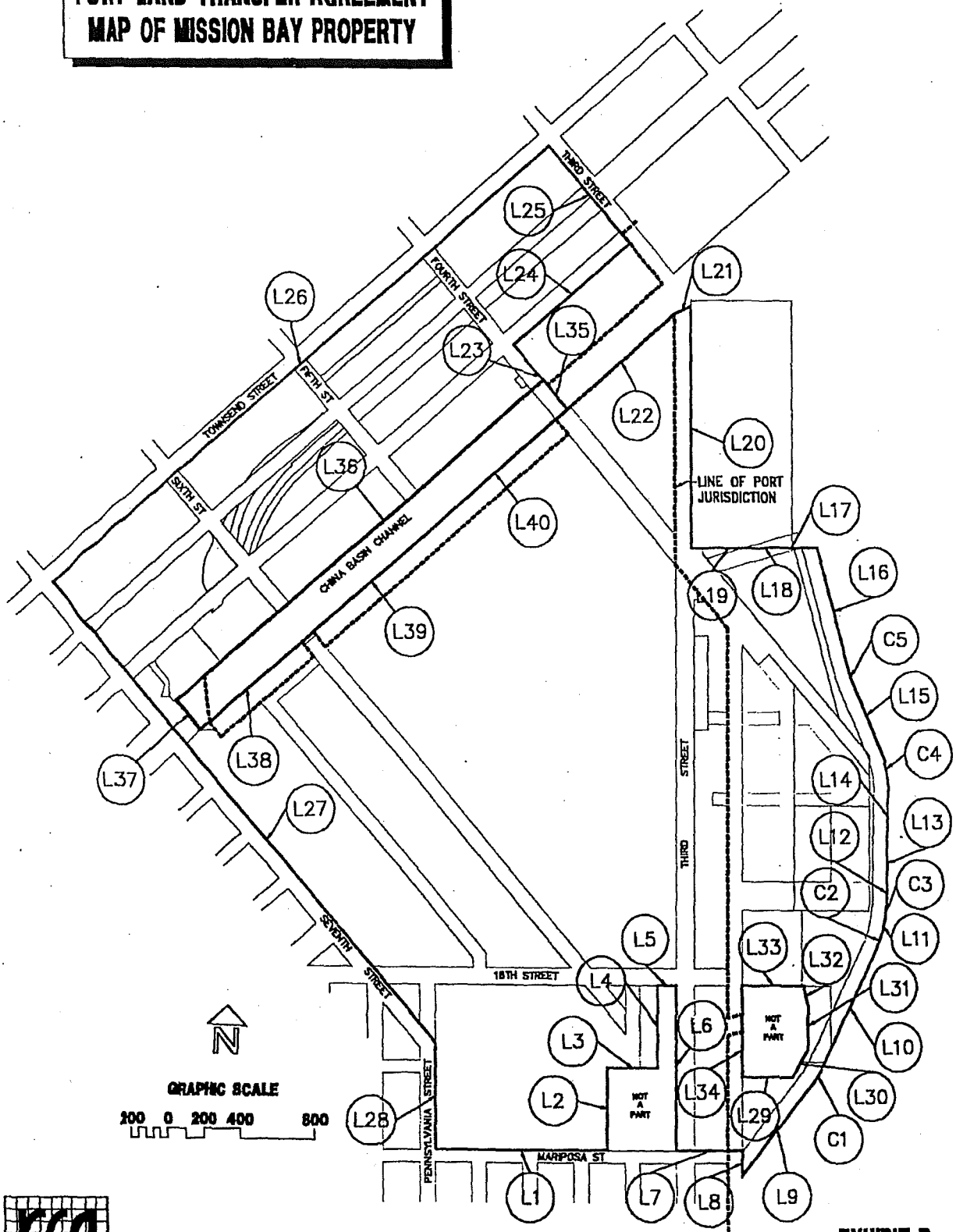
EXHIBIT B

AMENDED PORT LAND TRANSFER AGREEMENT

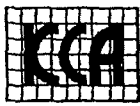
MAP OF MISSION BAY PROPERTY



**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF MISSION BAY PROPERTY**



97.0490 / L PLTA-B



**EXHIBIT B
SHEET 1 OF 2**

10/16/98

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF MISSION BAY PROPERTY**

LINE TABLE		
LINE	LENGTH	BEARING
L1	940.17	N86°49'04"E
L2	433.04	N03°10'56"W
L3	280.00	N86°49'04"E
L4	433.04	N03°10'56"W
L5	100.00	N86°49'04"E
L6	866.08	S03°10'56"E
L7	360.00	N86°49'04"E
L8	129.85	S03°10'56"E
L9	616.30	N35°06'05"E
L10	700.07	N22°16'12"E
L11	86.42	N09°48'12"E
L12	121.44	N02°09'57"W
L13	198.86	N03°10'56"W
L14	292.70	N02°19'47"W
L15	402.03	N26°50'36"W
L16	679.08	N17°50'32"W
L17	282.38	S86°49'04"W
L18	2.58	S17°34'00"E
L19	397.43	S86°49'04"W
L20	1265.04	N03°10'56"W
L21	95.76	S64°21'26"W
L22	772.99	S46°18'07"W
L23	440.00	N43°41'53"W
L24	825.95	N46°18'07"E
L25	667.50	N43°41'53"W
L26	3549.21	S46°18'07"W
L27	3166.69	S43°41'53"E
L28	556.59	S03°10'56"E
L29	273.33	N86°49'04"E
L30	165.18	N26°50'57"E
L31	232.00	N03°10'56"W
L32	107.08	N14°29'32"W
L33	335.00	S86°49'04"W
L34	480.00	S03°10'56"E
L35	200.00	N43°41'53"W
L36	2612.57	S46°18'07"W
L37	200.00	S43°41'53"E
L38	514.36	N46°18'07"E
L39	1107.75	N46°18'07"E
L40	990.45	N46°18'07"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	98.54	440.00	12°49'53"
C2	73.98	340.00	12°28'00"
C3	71.03	340.00	11°58'09"
C4	206.04	481.57	24°30'49"
C5	37.12	236.29	09°00'04"

PLTA-B 97.0490 / L



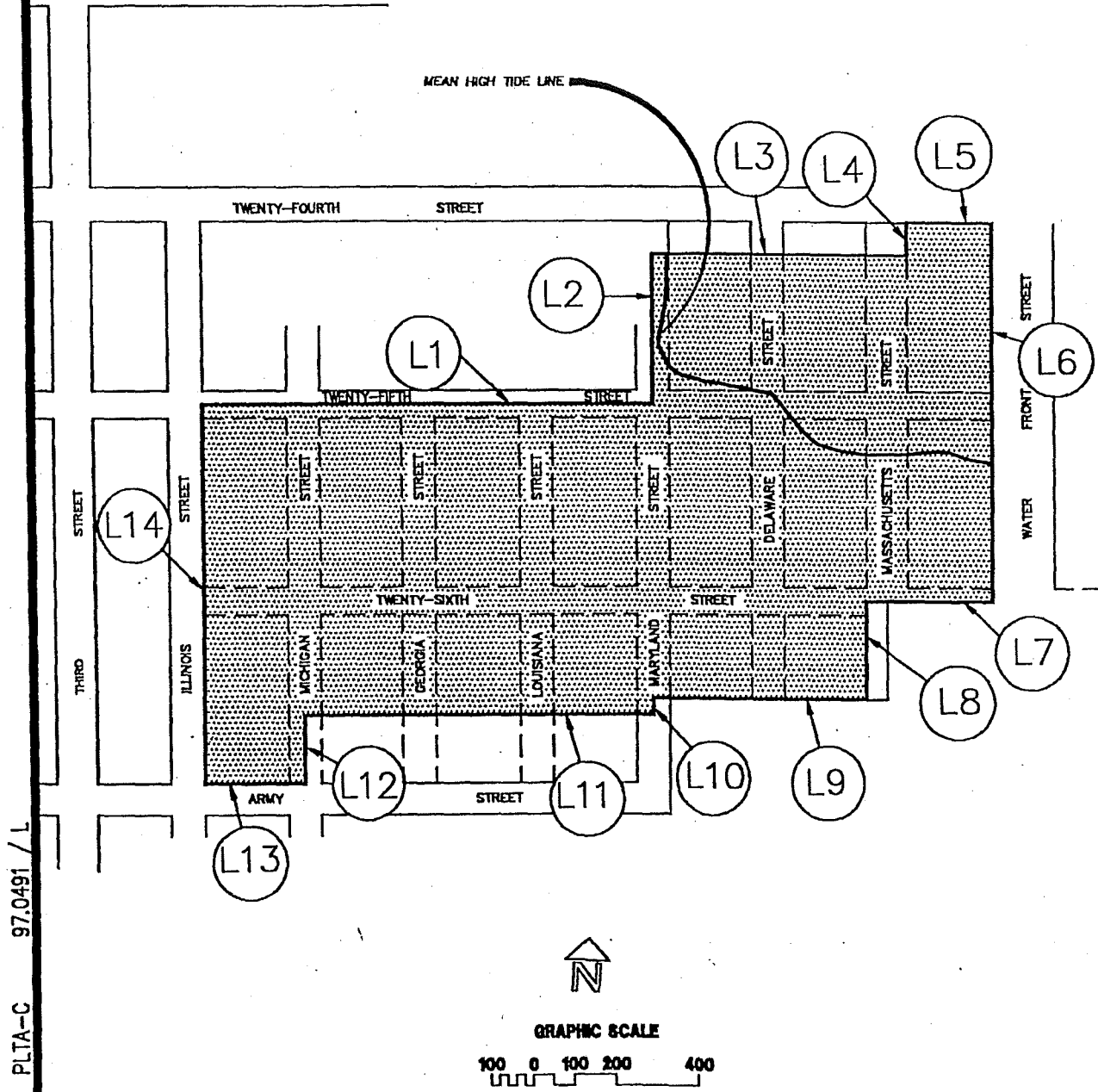
EXHIBIT B
SHEET 2 OF 2

EXHIBIT C

AMENDED PORT LAND TRANSFER AGREEMENT

MAP OF WESTERN PACIFIC PROPERTY

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF WESTERN PACIFIC PROPERTY**



PLTA-C 97.0491 / L



6/18/98

EXHIBIT C
SHEET 1 OF 2

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF WESTERN PACIFIC PROPERTY**

LINE TABLE		
LINE	LENGTH	BEARING
L1	1080.00	N86°49'04"E
L2	355.20	N03°10'56"W
L3	620.00	N86°49'04"E
L4	77.77	N03°10'56"W
L5	200.00	N86°49'04"E
L6	899.12	S03°10'56"E
L7	300.00	S86°49'04"W
L8	233.14	S03°10'56"E
L9	520.00	S86°49'04"W
L10	39.00	S03°10'56"E
L11	840.00	S86°49'04"W
L12	161.00	S03°10'56"E
L13	240.00	S86°49'04"W
L14	899.28	N03°10'56"W

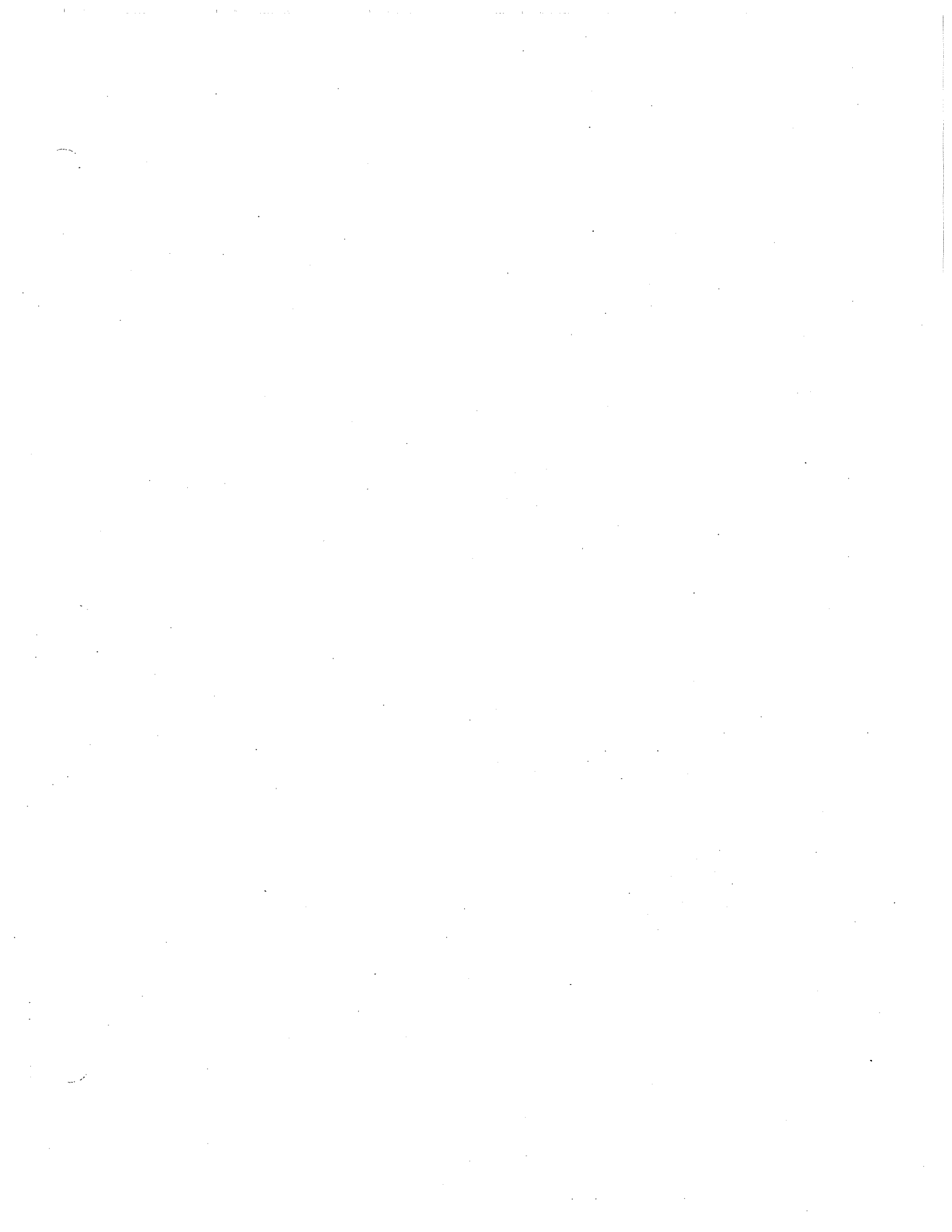
PLTA-C 97.0491 / L



EXHIBIT C
SHEET 2 OF 2

EXHIBIT D

AMENDED PORT LAND TRANSFER AGREEMENT
AGREEMENT CONCERNING THE PUBLIC TRUST



RECORDING REQUESTED BY:

CITY AND COUNTY OF SAN FRANCISCO

WHEN RECORDED, RETURN TO:

City and County of San Francisco
Director Of Property
25 Van Ness Avenue, Suite 400
San Francisco, CA 94108

AMENDED AND RESTATED

AGREEMENT CONCERNING THE PUBLIC TRUST

By and Between

State of California
City and County of San Francisco
Catellus Development Corporation

**AMENDED AND RESTATED
AGREEMENT CONCERNING THE PUBLIC TRUST**

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B	Western Pacific Property Legal Description
B-1	Map of Western Pacific Property
C	Legal Description of City Quitclaim Lands
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D	Legal Description of City Streets
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G	Legal Description of MB Burton Act Parcels
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H	Mission Bay Property Outside Boundary of the Port of San Francisco
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K	Legal Description of Western Pacific Shoreline
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M	List of Certain Existing Leases
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O	City Quitclaim to Catellus (of City Quitclaim Lands)
P	Quitclaim from the City and Catellus to the State (of Trust Parcels)
Q	Patent from the State to the City (of Trust Parcels)

AGREEMENT CONCERNING THE PUBLIC TRUST

R	Easement from Catellus to the State (of Easement Parcels)
S	Patent of Easement from the State to the City (of Easement Parcels)
T	State Quitclaim of Western Pacific Transfer Parcel to the City
U	Quitclaim from the City and Catellus to the State of Western Pacific Shoreline
V	Patent from the State to the City of Western Pacific Shoreline
W	Easement from the City and Catellus to the State (Western Pacific Easement Parcels)
X	Patent of Easement from the State to City (Western Pacific Easement Parcels)
Y	Contiguous Trust Parcels and Easement Parcels; Trust Parcels and Easement Parcels Abutting Open Streets
Z	Title Exceptions Permitted on Easement Parcels
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BB	Conditions Satisfaction Notice
CC	State Quitclaim to Catellus of Delayed Release Parcel
DD	Legal Description of Third Street N.A.P. Quitclaim Area
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EE	Map of Street Reimposition Area and Campus Reimposition Area

**AMENDED AND RESTATED
AGREEMENT CONCERNING THE PUBLIC TRUST**

This AMENDED AND RESTATED AGREEMENT CONCERNING THE PUBLIC TRUST (this "Agreement") dated for reference purposes only as of this 16th day of November, 1998, is by and between the STATE OF CALIFORNIA, acting by and through the State Lands Commission ("State"), the CITY AND COUNTY OF SAN FRANCISCO, a charter city and county, and where necessary to effectuate the transactions contemplated herein, the City acting by and through the San Francisco Port Commission ("City"), and CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation ("Catellus") (the State, the City, and Catellus, collectively, are the "Parties" or individually, a "Party"), with reference to the following facts:

RECITALS

A. All the real property, including current and former streets (areas originally laid out as streets), which is the subject of this Agreement (i) is located in the City and County of San Francisco, State of California, (ii) is within the boundary of the legal descriptions set forth in Exhibit "A" (the "Mission Bay Property") or Exhibit "B" (the "Western Pacific Property"), except for a portion of the Western Pacific Shoreline located within Maryland Street and outside such boundary and (iii) is within the area outlined in black on the maps which are attached hereto as Exhibit "A-1" and Exhibit "B-1," except for a portion of the Western Pacific Shoreline located within Maryland Street and outside such boundary. The Mission Bay Property and the Western Pacific Property are sometimes referred to collectively as the "Property." Capitalized terms used in these Recitals shall have the meanings set forth in Section 1 below, unless otherwise defined herein.

B. The City and Catellus have agreed that because of the desire of the University of California at San Francisco ("UCSF") to expand its campus and to accept the contribution of property located in the Mission Bay Property from Catellus and the City for its expansion campus, it is necessary to reconfigure certain streets and blocks within the Mission Bay Property and to redesignate certain public trust uses within both the Mission Bay Property and the Western Pacific Property for more effective public and private use and development. Said reconfiguration contemplates, among other things, that certain lands set aside as streets shall be sold by the City to Catellus, and that certain lands held by the City will be transferred to Catellus while certain lands held by Catellus will be transferred to the City. To that end, the City and Catellus have entered into (i) the Amended CLTA, which amends and restates in its entirety the Mission Bay City Land Transfer Agreement dated for reference purposes as of September 8, 1993; and (ii) the Amended PLTA, which amends and restates in its entirety the Mission Bay Port Land Transfer Agreement dated for reference purposes as of September 8, 1993. In addition, to facilitate the needs of UCSF, Catellus, the City and the State have entered into the Block 24 Agreement, providing for the contributions prior to the Closing Date of certain property owned by Catellus and the City (collectively, the "Block 24 Property") to UCSF and the release

of the Public Trust and Burton Act Trust from the Block 24 Property and other property owned by Catellus, as described in the Block 24 Agreement.

C. Some of said lands to be sold and/or transferred by the City are subject to the Public Trust and also, in some cases, to the Burton Act Trust. To effect the purposes of the City and Catellus, the parcels to be sold and/or transferred by the City and certain other parcels owned by the City must be free of the Public Trust and the Burton Act Trust; however, in accordance with the law of California, parcels may be sold and/or transferred free of the Public Trust only under certain conditions. In accordance with that certain Act of the Legislature set forth in Chapter 1143 of the Statutes of 1991, as amended by an Act of the Legislature set forth in Chapter 86 of the Statutes of 1992 and by an Act of the Legislature set forth in Chapter 203 of the Statutes of 1997 (collectively, the "Act"), it has been determined that, upon recordation of the quitclaims by the State herein provided for, the parcels to be released from the Public Trust pursuant to this Agreement are filled and reclaimed land no longer needed or required for Public Trust purposes or for those purposes provided for in the Burton Act and that the parcels to be encumbered by an easement for the Public Trust pursuant to this Agreement or to be held in fee subject to the Public Trust pursuant to this Agreement will be highly useful for Public Trust purposes and Burton Act Trust purposes in accordance with the Act.

D. The City and Catellus are prepared to convey, in fee or in the form of easements, certain lands and interests in land subject to the Public Trust and, in the case of lands or interests in land that are either within the Port of San Francisco, as that term is defined in the Act, or along or adjacent to the shoreline of the Western Pacific Property, subject as well to the Burton Act Trust and the terms, conditions, and reservations of the Burton Act. The Parties hereto, however, to assure themselves that the Public Trust, the Burton Act Trust, and the terms, conditions, and reservations of the Burton Act are properly imposed on the relevant parcels, intend to convey the lands, interests in land, and easements to the State hereunder, which the State will reconvey to the City, subject to the Act, the Public Trust, and, where appropriate, subject to the Burton Act Trust and the terms, conditions, and reservations of the Burton Act.

E. To release parcels from the Public Trust and the Burton Act Trust, at the Closing the State shall convey, release, and quitclaim to the City all the right, title, and interest held by the State by virtue of its sovereign trust title to tide and submerged lands, including the release of interests for the Public Trust, the Burton Act Trust, and the terms, conditions, and reservations of the Burton Act, in and to (a) the Mission Bay Property; and (b) the Western Pacific Transfer Parcel; and provided that such conveyances shall include all subsurface mineral deposits, except with respect to those parcels which as of the date hereof are subject to the Burton Act Trust and the terms, conditions, and reservations of the Burton Act, for which the conveyance shall reserve to the State all subsurface mineral deposits, including oil and gas deposits, without surface right of entry; provided any removal of such minerals shall not damage the surface of the lands or interfere with the use thereof by the City, its successors or assigns; and provided, further, that the State shall not conduct any mining activities above a plane five hundred feet below the surface without the prior written permission of the City, its successors and assigns.

F. To release any interests held by the State in lands that have heretofore been the subject of disputes between the City and Catellus, at the Closing the City shall convey, release, and quitclaim to Catellus all the right, title and interest held by the City, including in particular, any interest formerly held by the State by virtue of its sovereign trust title to tide and submerged lands, including the release of interests for the Public Trust and the Burton Act Trust, and including the conveyance of all subsurface mineral deposits except for the MB Burton Act Parcels, in and to the City Quitclaim Lands.

G. In order to impose the Public Trust and, where appropriate, the Burton Act Trust on parcels being conveyed to the City by Catellus, Catellus shall convey to the State an Easement for the Public Trust in, over, and upon, the Easement Parcels, and the City and Catellus shall jointly convey to the State all their respective right, title, and interest in and to the Trust Parcels, all of their respective right, title, and interest in and to the Western Pacific Shoreline, and Catellus shall convey an Easement for the Public Trust and the Burton Act Trust in, over and upon the Western Pacific Easement Parcels.

H. Immediately following the conveyances described in Recital G, the State shall convey to the City in trust the following: (a) patents of easements in, over, and upon the Easement Parcels and the Western Pacific Easement Parcels, for the purposes of effectuating the public trust uses provided for in the Act, subject to the Public Trust and in the case of the Western Pacific Easement Parcels, the Public Trust and the Burton Act Trust; and (b) patents in the nature of a quitclaim to the Trust Parcels and to the Western Pacific Shoreline, for the purposes of effectuating the public trust uses provided for in the Act, each subject to the Public Trust; provided that the Trust Parcels Within the Port, the Western Pacific Easement Parcels, and the Western Pacific Shoreline shall, in addition, be subject to the Burton Act Trust, and subject to the terms, conditions, exceptions, and reservations of the Burton Act, including, where applicable, but not limited to, the reservation of subsurface mineral deposits to the State, as if those lands had been transferred to the City pursuant to the provisions of the Burton Act.

I. The Parties have previously entered into that certain Agreement Concerning the Public Trust dated for reference purposes September 8, 1993 ("Original Agreement") recorded on May 11, 1994, as Instrument No. 94-F601970-00, in the Official Records of the City and County of San Francisco, California, providing for certain transfers of land and the release of the Public Trust and Burton Act Trust from portions of the Mission Bay Property as well as the imposition of the Public Trust and/or Burton Act Trust on certain portions of the Mission Bay Property. The Parties have agreed to redesignate a number of the parcels to become subject to or released from the Public Trust and the Burton Act Trust, and to make other modifications to the Original Agreement and to amend and restate the Original Agreement in its entirety to incorporate those amendments, as hereinafter provided.

NOW, THEREFORE, the Parties do hereby agree as follows:

Section 1. Definitions. For the purposes of this Agreement, including the Recitals, initially capitalized terms shall have the meanings ascribed to them either in this Section 1 or elsewhere in this Agreement.

- 1.1. "Act" is defined in Recital C.
- 1.2. "ADR" means Alternative Dispute Resolution as provided in Section 15.15.
- 1.3. "Amended CLTA" means that certain "Amended and Restated City Land Transfer Agreement" dated for reference purposes only as of November 16, 1998.
- 1.4. "Amended PLTA" means that certain "Amended and Restated Port Land Transfer Agreement," dated for reference purposes only as of November 16, 1998.
- 1.5. "Block 24 Agreement" means that certain Agreement dated August 18, 1998, by and between the City, the Port, Catellus and the State regarding the Block 24 Property and certain other property within the Mission Bay Property owned by Catellus.
- 1.6. "Block 24 Property" is defined in Recital B.
- 1.7. "Block 24 Donation Agreement" means that certain Agreement for Donation of Real Property between the City and the Regents dated February 2, 1998, regarding portions of the Block 24 Property, as amended.
- 1.8. "Boundary of the Port of San Francisco" shall have the meaning ascribed to that term in the Act, modified to exclude from lands within such boundary that portion of Sixth Street lying southeasterly of the northwest boundary of Owens Street extended northeasterly across Sixth Street.
- 1.9. "Burton Act" means the provisions of the California Statutes of 1968, Chapter 1333, as amended to the date of this Agreement.
- 1.10. "Burton Act Trust" means the statutory trust imposed by the Burton Act pursuant to which the State conveyed to the City, in trust, by transfer agreement, and subject to certain terms, conditions, and reservations, the State's interest in certain tide and submerged lands.
- 1.11. "Catellus Lease" means that certain lease to be entered into between the City, the Port and Catellus pursuant to Section 3.1.2 of the Amended CLTA.
- 1.12. "City Donation Agreement" means that certain Agreement for Donation of Real Property dated as of November 16, 1998, by and between the City and The Regents, regarding the donation of certain portions of the Mission Bay Property from the City to The Regents, and the Block 24 Donation Agreement.
- 1.13. "City Facilities Parcel" means that certain parcel which is currently within the Boundary of the Port of San Francisco and subject to the Public Trust, the Burton Act Trust, and the terms, conditions, and reservations of the Burton Act, which is to be released from all of such restrictions hereunder and transferred to the City's jurisdiction, and which is described as the "City Facilities Parcel" in the Amended CLTA and the Amended PLTA.

1.14. **"City Quitclaim Land"** means all of the land described in Exhibit "C" hereto and as generally depicted on Exhibit "C-1" hereto.

1.15. **"City Streets"** means those certain areas of former tidelands which were reserved to the State solely for street purposes by applicable laws or patents but title to which is claimed by the City or Catellus, as more particularly described in Exhibit "D" and depicted on Exhibit "D-1."

1.16. **"Closing"** shall have the meaning ascribed to that term in Section 4.

1.17. **"Closing Date"** means the date on which the Closing shall occur and shall be determined in accordance with Section 4.

1.18. **"CLTA Escrow Agent"** means the escrow agent for the Escrow established under the Amended CLTA, which shall be the Title Company unless the Parties agree on a different escrow agent.

1.19. **"Conditions Satisfaction Notice"** has the meaning ascribed to that term in Section 15.22.

1.20. **"Contribution Agreement"** means that certain Agreement for Contribution of Real Property by and between Catellus and The Regents dated as of September 24, 1997, as amended by that certain First Amendment to Agreement for Contribution of Real Property by and between Catellus and The Regents dated as of June 11, 1998 and that certain Second Amendment for Contribution of Real Property by and between Catellus and The Regents dated as of October 16, 1998.

1.21. **"Delayed Release Parcel"** means that certain parcel of real property which the State asserts is currently subject to the Public Trust and Burton Act Trust, which may be released from the Public Trust and Burton Act Trust upon Catellus' request after Closing in accordance with Section 15.25, as described in Exhibit "E" and depicted on Exhibit "E-1."

1.22. **"Easement for the Public Trust"** shall have the meaning ascribed to that term in Section 3.1 hereof.

1.23. **"Easement Parcels"** shall mean those parcels within the Mission Bay Property which the City and Catellus shall encumber with an Easement for the Public Trust to the State, as more particularly described in Exhibit "F" and depicted in Exhibit "F-1" hereto, together with the additional parcels, if any, designated by the City and Catellus to be encumbered with an Easement for the Public Trust to the State in accordance with Section 6.1.1 of the Amended CLTA.

1.24. **"Effective Date"** means the date on which this Agreement becomes effective, which shall be the date on which the Governor of the State of California executes this Agreement.

- 1.25. **"Escrow"** means the escrow opened by the Parties for the Closing.
- 1.26. **"Event of Default"** shall have the meaning ascribed to that term in Section 8.1 hereof.
- 1.27. **"Existing Leases"** has the meaning ascribed to that term in Section 3.2 hereof.
- 1.28. **"MB Burton Act Parcels"** means those parcels within the Mission Bay Property which are as of the Effective Date hereof subject to the Burton Act Trust and the terms, conditions, and reservations of the Burton Act, as described in Exhibit "G" and depicted in Exhibit "G-1."
- 1.29. **"McEnerney Action"** means an action under California Code of Civil Procedure §§ 751.01-751.28 to establish the fee ownership of a parcel.
- 1.30. **"Mission Bay Property"** means that real property which is described in Exhibit "A" and outlined in black on Exhibit "A-1".
- 1.31. **"Mission Bay Property Outside the Boundary of the Port of San Francisco"** means that portion of the Mission Bay Property described in Exhibit "H" and depicted in Exhibit "H-1" hereto.
- 1.32. **"OPA"** means the Mission Bay North Owner Participation Agreement dated as of November 16, 1998, between Catellus and the Redevelopment Agency of the City and County of San Francisco, or the Mission Bay South Owner Participation Agreement dated as of November 16, 1998, between Catellus and the Redevelopment Agency of the City and County of San Francisco, as the context may require.
- 1.33. **"Other Agreements"** means the Amended CLTA and the Amended PLTA.
- 1.34. **"Party"** means the City, the State, or Catellus; **"Parties"** means all of the City, the State, and Catellus.
- 1.35. **"Permitted Exceptions"** for Easement Parcels, Trust Parcels, the Western Pacific Shoreline and the Western Pacific Easement Parcels are (i) the exceptions to title to such parcels that are listed on Exhibit "Z" for the Easement Parcels and on Exhibit "AA" for the Trust Parcels, the Western Pacific Shoreline and the Western Pacific Easement Parcels; (ii) for parcels located within the Mission Bay Property, the Record of Survey Map of Mission Bay filed in Book Y of Survey Maps at Pages 62-82, and recorded on July 28, 1992, in Real F679, Image 0620, as Instrument No. F162698, in the Official Records of the City and County of San Francisco but not any exceptions to title resulting from matters shown thereon, unless listed on Exhibits "Z" or "AA"; (iii) a special tax lien of the Mello-Roos Community Facilities District No. 90-1 of the San Francisco Unified School District, provided that as to any parcel, that the lien amount is zero while in City ownership and/or while such parcel is subject to the Public Trust; (iv) any future special tax lien of any other Mello-Roos Community Facilities District or Districts for which Catellus has cast an affirmative vote, provided that as to any parcel, that the

lien amount is zero while in City ownership and/or while the parcel is subject to the Public Trust; (v) easements, dedications, conditions, and uses permitted in accordance with Sections 3.1 and 3.2 hereof; (vi) with respect to the portion of the Mission Bay Property affected thereby, the Catellus Lease and the Existing Leases; (vii) restrictions required by the Regional Water Quality Control Board and/or the San Francisco Bay Conservation and Development Commission to be recorded against the Mission Bay Property and/or the Western Pacific Property; and (viii) the applicable OPA and the applicable Redevelopment Plan.

1.36. **"PLTA Escrow Agent"** means the escrow agent for the Escrow established under the Amended PLTA, which shall be the Title Company unless the Parties agree on a different escrow agent.

1.37. **"Port Transfer Parcels"** means those parcels of real property defined as the "Port Transfer Parcels" in the Amended PLTA.

1.38. **"Preliminary Reports"** means those reports issued by Title Company with respect to the Mission Bay Property and the Western Pacific Property.

1.39. **"Public Trust"** means the public trust for commerce, navigation, and fisheries.

1.40. **"Redevelopment Plan"** means the Redevelopment Plan for the Mission Bay North Redevelopment Project, approved by the Board of Supervisors of the City pursuant to Ordinance No. 327-98, adopted on October 26, 1998, or the Redevelopment Plan for the Mission Bay South Redevelopment Project, approved by the Board of Supervisors of the City pursuant to Ordinance No. 335-98, adopted on November 2, 1998, as the context may require.

1.41. **"Section 5 Transfer"** shall have the meaning ascribed to that term in Section 2.1 hereof.

1.42. **"State"** means the State of California.

1.43. **"State Lands Commission"** means the California State Lands Commission.

1.44. **"State's Interests"** shall have the meaning ascribed to that term in Section 13.3 hereof.

1.45. **"The Regents"** shall mean The Regents of the University of California.

1.46. **"Title Company"** means Stewart Title Guaranty Company or any other title insurance company mutually agreeable to the Parties.

1.47. **"Trust Parcels"** shall mean the Trust Parcels Within the Port and the Trust Parcels Outside the Port collectively, which the City and Catellus shall transfer to the State in fee, and which the State will then transfer to the City in trust pursuant to the terms of this Agreement, as more particularly described on Exhibit "I" and depicted in Exhibit "I-1" hereto. The parties acknowledge, however, that pursuant to Section 6.1.1 of the Amended CLTA, the City and Catellus may redesignate some of the Trust Parcels as Easement Parcels and upon such

redesignation, the definitions of Easement Parcels and Trust Parcels shall automatically be deemed adjusted.

1.48. **“Trust Parcels Outside the Port”** means those parcels in the Mission Bay Property located outside the Boundary of the Port of San Francisco which are to be made subject to the Public Trust as more particularly described in Exhibit “I” and depicted in Exhibit “I-1” hereto.

1.49. **“Trust Parcels Within the Port”** means those parcels within the Mission Bay Property located within the Boundary of the Port of San Francisco, which are to be made subject to the Public Trust and Burton Act Trust, as more particularly described in Exhibit “I” and depicted in Exhibit “I-1” hereto.

1.50. **“UCSF”** means the University of California at San Francisco.

1.51. **“Western Pacific Easement Parcels”** means those parcels within the Western Pacific Property which are more particularly described in Exhibit “J” and depicted in Exhibit “J-1” hereto.

1.52. **“Western Pacific Property”** means that real property which is described in Exhibit “B” and outlined in black on Exhibit “B-1”.

1.53. **“Western Pacific Shoreline”** means those parcels within the Western Pacific Property, as more particularly described in Exhibit “K” and depicted in Exhibit “K-1” hereto, which are being transferred to the State in fee, and which the State will then transfer to the City in trust pursuant to the terms of this Agreement.

1.54. **“Western Pacific Transfer Parcel”** means those parcels within the Western Pacific Property which are being transferred to the City in fee pursuant to the Amended PLTA, as more particularly described in Exhibit “L” and depicted in Exhibit “L-1” hereto.

Section 2. Quitclaim Pursuant to Section 5 of the Act.

2.1. Quitclaim from the State to the City. To facilitate the sale of certain streets by the City to Catellus as contemplated in Section 5 of the Act (the “Section 5 Transfer”), the State shall convey, release, and quitclaim to the City all the right, title, and interest held by the State by virtue of its sovereign trust title to tide and submerged lands, including the release of interests for the Public Trust, the Burton Act Trust, and the terms, conditions, and reservations of the Burton Act, in and to the City Streets (other than the City Streets previously conveyed, released and/or quitclaimed by the State pursuant to the Block 24 Agreement). The City shall thereafter convey certain of the City Streets (other than the City Streets previously conveyed, released and/or quitclaimed by the State pursuant to the Block 24 Agreement) to Catellus, or such other person as Catellus shall direct, pursuant to the Amended CLTA. As consideration for such conveyance, release, and quitclaim, Catellus and the City shall simultaneously contribute certain real property to The Regents for the expansion of the UCSF campus pursuant to the Contribution Agreement and the City Donation Agreement. The State’s conveyance, release, and quitclaim of the City

Streets shall include all subsurface mineral deposits except with respect to that portion of Sixth Street which is included among the City Streets, which (if not previously conveyed pursuant to the Block 24 Agreement) as of the date hereof is subject to the Burton Act Trust and the terms, conditions, and reservations of the Burton Act, for which the conveyance shall reserve to the State all subsurface mineral deposits, including oil and gas deposits, without surface right of entry; provided any removal of such minerals shall not damage the surface of the lands or interfere with the use thereof by the City, its successors or assigns; and provided, further, that the State shall not conduct any mining activities above a plane five hundred feet below the surface without the prior written permission of the City, its successors and assigns.

2.2. Condition to Closing. The Section 5 Transfer is conditioned on the State Lands Commission making all findings and otherwise complying with matters required by Section 5(b) of the Act, as amended. In making its findings under Section 5(b) of the Act, the State Lands Commission shall consider in the aggregate the full value of all conveyances theretofore made by Catellus and the City to The Regents (including without limitation, the transfers theretofore made pursuant to the Block 24 Agreement), as well as all conveyances by Catellus and the City to The Regents being made concurrently with the Closing under this Agreement, in comparison to the full value in the aggregate of all the City Streets theretofore conveyed by the State to the City and Catellus pursuant to the Act, in reaching its conclusion as to whether equal or greater value has been given.

2.3. Quitclaim from the State to the City. To release parcels from the Public Trust and the Burton Act Trust, at the Closing the State shall convey, release, and quitclaim to the City all the right, title, and interest held by the State by virtue of its sovereign trust title to tide and submerged lands, including the release of interests for the Public Trust, the Burton Act Trust, and the terms, conditions, and reservations of the Burton Act, in and to the following parcels (except to the extent previously conveyed by the State pursuant to the Block 24 Agreement):

(a) The Mission Bay Property Outside the Boundary of the Port of San Francisco, such conveyance to include all subsurface mineral deposits except with respect to the MB Burton Act Parcels, for which the conveyance shall reserve to the State all subsurface mineral deposits, including oil and gas deposits, without surface right of entry; provided any removal of such minerals shall not damage the surface of the lands or interfere with the use thereof by the City, its successors or assigns, and provided, further, that the State shall not conduct any mining activities above a plane five hundred feet below the surface without the prior written permission of the City, its successors and assigns;

(b) The Mission Bay Property within the Boundary of the Port of San Francisco, reserving to the State all subsurface mineral deposits, including oil and gas deposits, without surface right of entry; provided any removal of such minerals shall not damage the surface of the lands or interfere with the use thereof by the City, its successors or assigns, and provided, further, that the State shall not conduct any mining activities above a plane five hundred feet below the surface without the prior written permission of the City, its successors and assigns; and

(c) The Western Pacific Transfer Parcel, such conveyance to include all subsurface mineral deposits, except with respect to those parcels which as of the date hereof are subject to the Burton Act Trust and the terms, conditions, and reservations of the Burton Act (and which are more particularly described on Exhibit "T" attached hereto), for which the conveyance shall reserve to the State all subsurface mineral deposits, including oil and gas deposits, without surface right of entry; provided any removal of such minerals shall not damage the surface of the lands or interfere with the use thereof by the City, its successors or assigns, and provided, further, that the State shall not conduct any mining activities above a plane five hundred feet below the surface without the prior written permission of the City, its successors and assigns.

2.4. Quitclaim from the City to Catellus. To release any residual interests formerly held by the State in lands that have heretofore been the subject of disputes between the City and Catellus, at the Closing the City shall convey, release, and quitclaim to Catellus all the right, title and interest held by the City by virtue of the quitclaims described in Section 2.3 above, including in particular, any interest formerly held by the State by virtue of its sovereign trust title to tide and submerged lands, including the release of interests for the Public Trust and the Burton Act Trust, and including the conveyance of all subsurface mineral deposits except for the MB Burton Act Parcels as described in Section 2.3(a), in and to the City Quitclaim Lands.

2.5. Western Pacific Transfer Parcel. Upon the Closing under this Agreement, the Western Pacific Transfer Parcel shall be held by the City acting by and through the San Francisco Port Commission free of the Burton Act Trust, the Public Trust, and the Act. The Port's administration, management, or leasing of the Western Pacific Transfer Parcel shall not be construed to impose the Burton Act Trust, Public Trust, or the Act on any or all of the Western Pacific Transfer Parcel, or impose upon the Port an obligation to use revenues derived from the Western Pacific Transfer Parcel for Public Trust or Burton Act uses.

Section 3. Matters of the Public Trust and Burton Act Trust.

3.1. Definition of Easement for the Public Trust. The easement for the Public Trust conveyed by the City and/or Catellus pursuant to this Agreement shall be identical to the easement for public trust purposes that is impliedly reserved in grants of tide and submerged lands by the State of California, which easement is described in People v. California Fish Co. (1913) 166 Cal. 576; reserving unto the City and its successors and assigns, any easements, dedications, or conditions referred to in Sections 3.1.1.10 and 5.1.3 of the Amended CLTA.

3.2. Permissible Interim Uses. From and after the Closing, the City and Catellus, and their respective successors and assigns, may use lands subject to the Public Trust or the Burton Act Trust within the Mission Bay Property in their discretion, including in particular that the City may lease such lands to Catellus pursuant to the Catellus Lease and that Catellus may sublease such lands to other parties, to the extent permitted under the Catellus Lease, notwithstanding that such uses may not be consistent with the easement for public trust purposes or the public trust uses set forth in the Act, so long as the trust administrator has the right, at any time, upon no more than eighteen (18) months prior written notice to Catellus (each, a "Conversion Notice") to

convert those lands (or portions thereof) to use for public parks, open space, public access to and along the shoreline, rail within then existing public roadways, or utility facilities that do not significantly impair the use of those lands for those uses, and, in connection with that conversion, to discontinue such other uses without the obligation to pay for such discontinuance or for any existing improvements on those lands, and to have those lands delivered to it free of surface improvements, subject to any necessary governmental approvals for the removal of rail facilities, all without cost to the trust administrator. To the extent the Conversion Notice affects property then subject to the Catellus Lease, the Conversion Notice shall contain all information required pursuant to the terms of the Catellus Lease. In addition, to the extent required pursuant to Section 3.3 of the Catellus Lease, in connection with any termination thereof pursuant to a Conversion Notice, the City may grant Catellus necessary access and utility easements, on the terms described therein. Notwithstanding the foregoing, the trust administrator shall not be entitled to give a Conversion Notice with respect to any portion of such lands which is subject to any of the leases described in Exhibit "M" hereto (collectively, "Existing Leases" and individually, an "Existing Lease") until the date which is eighteen (18) months prior to the scheduled expiration (taking into account exercised and unexercised renewal options in favor of the tenant) of the applicable Existing Lease. The existing overhead freeway and the roadways and the passenger rail rights-of-way that cross portions of those lands shall be considered uses that provide public access to the shoreline. Catellus and the City acknowledge that the conversion pursuant to a Conversion Notice to the uses provided for in the Act will require Catellus to cause the land to be delivered as described in this Section 3.2. Within the Trust Parcels, and without limiting uses allowable within a public park or open space area under the Act, restaurant and casual dining uses and structures that are ancillary to such public park and open space uses shall be permitted uses under the Burton Act Trust, the Public Trust and the Act. In addition, a public parking lot serving the Port's public boat launch at Pier 52 being constructed pursuant to that certain Small Craft Launching Facility Grant Construction and Operation Contract, dated May 23, 1994, as amended, between the Port and the California Department of Boating and Waterways shall be an allowable use within the Trust Parcels Within the Port.

3.3. Conveyances to the State. In order to impose the Public Trust and, where appropriate, the Burton Act Trust on parcels being conveyed to the City by Catellus, immediately following the conveyances described in Section 2, the City and/or Catellus, as applicable, shall convey to the State the following:

(a) The City and Catellus shall jointly convey an easement for the Public Trust in, over, and upon, the Easement Parcels and Catellus shall convey an easement for the Public Trust in, over and upon, the Western Pacific Easement Parcels.

(b) The City and Catellus shall jointly convey, release, and quitclaim to the State all of their respective right, title, and interest in and to the Trust Parcels.

(c) The City and Catellus shall jointly convey, release, and quitclaim to the State all of their respective right, title, and interest in and to the Western Pacific Shoreline.

3.4. Conveyances from the State to the City in Trust. Immediately following the conveyances described in Section 3.3, the State shall convey to the City in trust the following:

(a) Easements in, over, and upon (i) the Easement Parcels for the purposes of effectuating the public trust uses provided for in the Act, subject to the Public Trust; and (ii) the Western Pacific Easement Parcels for the purposes of effectuating the public trust uses provided for in the Act, subject to the Public Trust. The Western Pacific Easement Parcels shall, in addition, be subject to the Burton Act Trust and to the terms, conditions, exceptions, and reservations of the Burton Act, including, but not limited to, the reservation of subsurface mineral deposits to the State as if those lands had been transferred to the City pursuant to the provisions of the Burton Act.

(b) Patents in the nature of a quitclaim to the Trust Parcels and to the Western Pacific Shoreline, for the purposes of effectuating the public trust uses provided for in the Act, each subject to the Public Trust; provided that those Trust Parcels lying within the Boundary of the Port of San Francisco and the Western Pacific Shoreline shall, in addition, be subject to the Burton Act Trust, and subject to the terms, conditions, exceptions, and reservations of the Burton Act, including the reservation of subsurface mineral deposits to the State, where applicable, as if those lands had been transferred to the City pursuant to the provisions of the Burton Act.

3.5. Merger of Title Upon Subsequent Fee Transfer. When, at the Closing or subsequently, the fee title to all or some portion of any Easement Parcels or Western Pacific Easement Parcels becomes vested in the City, the easements will to that extent merge with the City's fee title, and the City will hold the fee title, in trust, subject to the Public Trust (and in the case of any of the Western Pacific Easement Parcels, the Burton Act Trust and the terms, conditions, exceptions and reservations of the Burton Act), for the purposes of effectuating the public trust uses provided for in the Act.

Section 4. The Closing.

4.1. Closing; Closing Date. The "Closing," at which time the events set forth in Section 5 shall occur, shall be on the Closing Date. The "Closing Date" hereunder shall be the "Initial Closing Date" as that date is defined and determined pursuant to the Amended CLTA, which will be the same as the "Closing Date" as that date is defined and determined pursuant to the Amended PLTA. Catellus shall provide the State with copies of any notices given to the City under the Amended CLTA as to the Initial Closing Date and/or under the Amended PLTA as to the Closing Date thereunder, as well as any notice of extension of the Initial Closing Date under the Amended CLTA and/or the Closing Date under the Amended PLTA.

4.2. Closing Location. The Closing shall take place at the location selected pursuant to the Amended CLTA and Amended PLTA.

Section 5. Events Constituting the Closing. Upon the terms and conditions set forth in this Agreement, the Parties shall cause the following actions to occur on or before the Closing Date:

5.1. Escrow Instructions to be Submitted as Part of the Amended CLTA Initial Closing. This Agreement will be delivered to the CLTA Escrow Agent, and will serve as escrow instructions. At least five (5) days prior to the Closing Date, the Parties shall execute and deliver supplemental escrow instructions to the CLTA Escrow Agent. Such supplemental escrow instructions shall specify that when the Title Company is prepared to issue the title policies set forth in Section 5.3 below, and provided that the escrow holder under the Contribution Agreement and the City Donation Agreement is prepared to close (other than the Block 24 Property, which has been previously conveyed) (i) the contribution of the First Contribution Parcel to The Regents pursuant to (and as defined in) the Contribution Agreement, as the same may be amended, and (ii) the donation of the First Donation Parcel to The Regents pursuant to (and as defined in) the City Donation Agreement, as the same may be amended, then the following documents are to be recorded by the Escrow Agent upon the Initial Closing pursuant to the Amended CLTA in the following order without the intervention of any other document except as specifically provided in the Amended CLTA or in the supplemental escrow instructions executed by the Parties.

5.1.1. Validating Judgment. A certified copy of the judgment of a court of competent jurisdiction confirming the validity of the Amended CLTA, the Amended PLTA and this Agreement and the transfers of lands contemplated by the Amended CLTA, the Amended PLTA and this Agreement as they relate to the Public Trust, the Burton Act Trust and the Act, unless the requirement of such a judgment has been waived by Catellus, the City and the Port, in writing, in their sole discretion.

5.1.2. Quitclaim of State Claims to the City. A patent in the nature of a quitclaim duly executed and acknowledged from the State to the City in the form of Exhibit "N" conveying all of the State's right, title, and interest held by the State by virtue of its sovereign trust title to tide and submerged lands, and including, without limiting the generality of the foregoing, any Public Trust and Burton Act Trust interests, in and to the Mission Bay Property, such conveyance to treat subsurface mineral deposits with respect to the MB Burton Act Parcels and the Trust Parcels Within the Port as set forth in Exhibit "N".

5.1.3. Quitclaim from the City to Catellus. A quitclaim duly executed and acknowledged from the City to Catellus in the form of Exhibit "O" conveying all of the City's right, title, and interest in and to the City Quitclaim Lands, including in particular all right, title, and interest it will then hold by virtue of the patent described in Section 5.1.2 hereof.

5.1.4. Conveyance to the State of Trust Parcels. A quitclaim deed in the form of Exhibit "P" duly executed and acknowledged jointly by Catellus and the City conveying all of the City's and Catellus' respective right, title, and interest in and to the Trust Parcels to the State.

5.1.5. Conveyance to the City of Trust Parcels. Patent in the nature of a quitclaim in the form of Exhibit "Q" duly executed and acknowledged by the State conveying the Trust Parcels to the City for the purposes of effectuating the public trust uses provided for in the Act, subject to the Public Trust and for the Trust Parcels Within the Port, subject to the Burton Act Trust, and the terms, conditions and reservations of the Burton Act.

5.1.6. Conveyance to the State of Public Trust Easement Encumbering Easement Parcels. Conveyance of an easement for the Public Trust in favor of the State, in the form of Exhibit "R" duly executed and acknowledged by Catellus encumbering the Easement Parcels.

5.1.7. Conveyance to the City of Public Trust Easement Encumbering Easement Parcels. Patent in trust to the City in the form of Exhibit "S" duly executed and acknowledged by the State encumbering the Easement Parcels with an easement for the Public Trust for the purposes of effectuating the public trust uses provided for in the Act.

5.2. Escrow Instructions to be Submitted as Part of the Amended PLTA Closing. This Agreement will be delivered to the PLTA Escrow Agent, and will serve as escrow instructions. At least five (5) days prior to the Closing Date, the Parties shall execute and deliver supplemental escrow instructions to the PLTA Escrow Agent. Such supplemental escrow instructions shall specify, that when the Title Company is prepared to issue the title policies set forth in Section 5.3 below, then the following documents are to be recorded by the PLTA Escrow Agent upon the Closing pursuant to the Amended PLTA in the following order without the intervention of any other document except as specifically provided in the Amended PLTA or the supplemental escrow instructions executed by the Parties:

5.2.1. Validating Judgment. A certified copy of the judgment of a court of competent jurisdiction confirming the validity of the Amended PLTA, the Amended CLTA and this Agreement and the transfers of lands contemplated by the Amended PLTA, the Amended CLTA and this Agreement as they relate to the Public Trust, the Burton Act Trust and the Act, unless the requirement of such a judgment has been waived by Catellus, the City and the Port in writing, in their sole discretion.

5.2.2. Quitclaim of State Claims in Western Pacific Transfer Parcel. A patent in the nature of a quitclaim duly executed and acknowledged from the State to the City in the form of Exhibit "T" conveying all the State's right, title, and interest held by virtue of its sovereign trust title to tide and submerged lands, and including, without limiting the generality of the foregoing, any Public Trust and Burton Act Trust interests, but reserving rights to subsurface mineral deposits as provided in Exhibit "T", in and to the Western Pacific Transfer Parcel.

5.2.3. Conveyance to the State of Western Pacific Shoreline. A quitclaim deed in the form of Exhibit "U" duly executed and acknowledged jointly by the City and Catellus conveying all of the City's and Catellus' respective right, title, and interest in and to the Western Pacific Shoreline to the State.

5.2.4. Conveyance to the City of Western Pacific Shoreline. A patent in the nature of a quitclaim in the form of Exhibit "V" duly executed and acknowledged by the State conveying the Western Pacific Shoreline to the City for the purposes of effectuating the public trust uses provided for in the Act, subject to the Public Trust, subject to the Burton Act Trust, and subject to the terms, conditions, exceptions, and reservations of the Burton Act as if those lands had been transferred to the City pursuant to the provisions of the Burton Act.

5.2.5. Conveyance to State of Public Trust Easement Encumbering Western Pacific Easement Parcels. Conveyance of an easement in favor of the State for the purposes of effectuating the public trust uses provided for in the Act, subject to the Public Trust and the Burton Act Trust, in the form of Exhibit "W," duly executed and acknowledged by Catellus, encumbering the Western Pacific Easement Parcels. The State's acceptance of the conveyance pursuant to this Section 5.2.5 shall not be deemed an admission by any Party concerning any pre-existing public trust fee or easement in the Western Pacific Easement Parcels.

5.2.6. Conveyance to the City of Public Trust Easement Encumbering Western Pacific Easement Parcels. Patent in trust to the City in the form of Exhibit "X" duly executed and acknowledged by the State encumbering the Western Pacific Easement Parcels with an easement for the Public Trust and the Burton Act Trust and subject to the terms, conditions, exceptions and reservations of the Burton Act, for the purposes of effectuating the public trust uses provided for in the Act.

5.3. Title Insurance. The Title Company shall issue the following policies of title insurance at Closing:

5.3.1. Easement Parcels. With respect to the Easement Parcels, the City as trustee and the State shall receive an ALTA extended coverage policy of title insurance that names the City and State as insureds as their interests may appear, and that insures to the State an easement for the purposes of commerce, navigation, and fisheries in the Easement Parcels as created by the Public Trust Easement in the form of Exhibit "R" and to the City as trustee an easement for the purposes of commerce, navigation, and fisheries in the Easement Parcels as created by the Patent of Easement in the form of Exhibit "S" subject to the reservations of the Public Trust Easement and the Patent of Easement, subject only to the Permitted Exceptions and any other exceptions which are consented to in writing by the City and for which the consent of the State has been obtained in accordance with Section 15.4 hereof. The liabilities under the policies to be issued to the City and the State under the Amended CLTA and this Section covering the Easement Parcels shall be subject to a pro tanto non-cumulative endorsement which will create an aggregate risk liability under said policies resulting in no duplication of policy or premiums.

5.3.2. Trust Parcels and the Western Pacific Shoreline. With respect to the Trust Parcels and the Western Pacific Shoreline, the City as trustee and the State shall receive an ALTA extended coverage policy of title insurance that insures the City's estate in fee as trustee in the Trust Parcels and the Western Pacific Shoreline as created by the Patents in the forms of Exhibits "Q" and "V", in accordance with the terms of Section 3.1.3 of the Amended CLTA for the Trust Parcels and Section 3.1.3 of the Amended PLTA for the Western Pacific Shoreline, in each case subject only to (i) the Permitted Exceptions, (ii) the Public Trust, (iii) for property within the Boundary of the Port of San Francisco and for the Western Pacific Shoreline, the Burton Act Trust and the terms, conditions, and reservations of the Burton Act, (iv) the Act, and (v) any other exceptions that are consented to in writing by the City and for which the consent of the State has been obtained in accordance with Section 15.4 hereof; and (b) names the State as an additional insured as its respective interest may appear. The policy to be issued to the City and

the State hereunder shall be a single policy insuring both Parties' interests as they may appear, it being agreed by all Parties to this Agreement that there is to be no duplication of policy or premiums.

5.3.3. Western Pacific Easement Parcels. With respect to the Western Pacific Easement Parcels, the City as trustee and the State shall receive a CLTA policy of title insurance that names the City and State as insureds as their interests may appear, and that insures to the State an easement for the purposes of commerce, navigation and fisheries in the Western Pacific Easement Parcels, as created by the Public Trust Easement in the form of Exhibit "W" and to the City as trustee for the purposes of effectuating the public trust uses provided for in the Act, subject to the reservations of the Public Trust Easement and the patent of easement in the form of Exhibit "X", subject only to the Permitted Exceptions, the Burton Act and the terms, conditions, exceptions and reservations of the Burton Act, and any other exceptions which are consented to in writing by the City and for which the consent of the State has been obtained in accordance with Section 15.4 hereof. The liabilities under the policies to be issued to the City and the State under the Amended PLTA and this Section covering the Western Pacific Easement Parcels shall be subject to a pro tanto, non-cumulative endorsement which would create an aggregate risk liability under said policies resulting in no duplication of policy or premiums.

5.3.4. Endorsements. The title policies under Sections 5.3.1 and 5.3.2 above shall also contain the following title insurance endorsements (or reasonably similar coverage) adequate to insure the following: (i) endorsement in the form of CLTA Endorsement 116.4 assuring the City and the State that the Trust Parcels and Easement Parcels identified in Exhibit "Y" hereto are totally contiguous among themselves without gaps or gores; (ii) endorsement in the form of CLTA Endorsement 103.7 that the Trust Parcels and Easement Parcels identified in Exhibit "Y" hereto abut and have rights of access to one or more physically open streets; and (iii) endorsement in the form of CLTA Endorsement 116.1, insuring the City and the State that the Easement Parcels, Trust Parcels, and Western Pacific Shoreline, as located on the surveys thereof, are the same properties described in the title insurance policies described in Sections 5.3.1 and 5.3.2.

5.3.5. Policy Limits. The total value of title insurance issued to Catellus, the City and the State under the Amended CLTA, Amended PLTA, Section 5.3.1, Section 5.3.2 and Section 5.3.3 covering all their separate estates in the Trust Parcels and the Easement Parcels is as set forth in the Amended CLTA. The total value of title insurance issued to the City and the State covering all their separate estates in the Western Pacific Shoreline and the Western Pacific Easement Parcels is as set forth in the Amended PLTA.

5.4. Proration and Closing Costs. All prorations and closing costs shall be allocated in accordance with the Amended CLTA and Amended PLTA between Catellus and the City. Catellus shall pay the premiums on the policies of title insurance required by this Agreement. The State shall bear no costs or expenses in connection with closing the transactions contemplated hereunder.

5.5. Conditions Satisfaction Notice. Immediately following the recordation of the documents described in Sections 5.1 and 5.2, the Parties shall cause the Conditions Satisfaction Notice to be recorded.

Section 6. Conditions to the Closing.

6.1. General Conditions. The obligations of each Party to perform the actions constituting the Closing are subject to the satisfaction, at or before the Closing, of all conditions precedent to the Initial Closing under the Amended CLTA and the Closing under the Amended PLTA.

6.2. City Waivers, Actions, and Determinations. Notwithstanding anything to the contrary in the Amended CLTA or the Amended PLTA, any waiver, action, consent, or determination by the City pursuant to any of the following sections shall be in a written document and subject to review and approval by the State that such waiver, action, or determination is not inconsistent with the objectives of the Act, with the interests of the Public Trust or the Burton Act Trust, with the terms, conditions, and reservations of the Burton Act, or with the terms and findings and declarations of the Act, as applicable:

Amended CLTA Sections: 3.1.3, 4.2.1, 5.1.2, 9.1, or 17.

Amended PLTA Sections: 3.1.3, 4.2.1, 5.1.2, 9.1, or 17.

6.3. Simultaneous Closing. The Closing hereunder shall occur simultaneously with the Initial Closing under the Amended CLTA, the Closing under the Amended PLTA, and with the closing of the contribution of the First Contribution Parcel (other than the Block 24 Property, which has been previously conveyed) under the Contribution Agreement, as amended, and the closing of the donation of the First Donation Parcel (other than the Block 24 Property, which has been previously conveyed) under the City Donation Agreement, as amended.

6.4. Conditions to the Obligations of the State. The obligations of the State to perform the actions constituting the Closing are subject to the satisfaction, at or before the Closing, of the following conditions. The State may waive any or all of these conditions, in whole or in part, without prior notice.

6.4.1. Condition of Title to Easement Parcels. Subject to the provisions of Sections 6.5 and 6.6 below, the Easement Parcels shall be free and clear of all encumbrances to title other than the Permitted Exceptions. As evidence that title is in that condition, the Title Company shall have issued at the Closing, upon payment of its required fee, the title policy required by Section 5.3.1 hereof. Neither the City nor Catellus shall be responsible for removing or eliminating prior to Closing any unpermitted exceptions to title that shall be eliminated at the Closing by the recording of the deeds identified in Sections 5.1.2 and 5.1.3. All other unpermitted exceptions to title shall be removed or eliminated prior to Closing as provided in Exhibit "Z," unless the procedures and criteria provided in Sections 6.5 and 6.6 hereof require a different result. If the City or Catellus, as the case may be, is unable to so eliminate all exceptions to title listed on Exhibit "Z" as unpermitted and which the City or Catellus, as the

case may be, is required to eliminate, the City and Catellus, or either of them, may satisfy this condition precedent by imposing the Public Trust on substantially equivalent alternative parcels of equal or greater value within the Mission Bay Project Area selected by mutual consent of the Parties.

6.4.2. Condition of Title to Trust Parcels and Western Pacific Shoreline. Subject to the provisions of Sections 6.5 and 6.6 below, the Trust Parcels and the Western Pacific Shoreline shall be free and clear of all encumbrances to title other than the Permitted Exceptions. As evidence that title is in that condition, the Title Company shall have issued at the Closing, upon payment of its required fee, the title policy required by Section 5.3.2 hereof. Neither the City nor Catellus shall be responsible for removing or eliminating prior to Closing any unpermitted exceptions to title that shall be eliminated at the Closing by the recording of the deeds identified in Sections 5.2.2 and 5.2.3. All other unpermitted exceptions to title shall be removed or eliminated prior to Closing as provided in Exhibit "AA," unless the procedures and criteria provided in Sections 6.5 and 6.6 hereof require a different result.

6.4.3. Condition of Title to Western Pacific Easement Parcels. Subject to the provisions of Section 6.5 and 6.6 below, the Western Pacific Easement Parcels shall be free and clear of all encumbrances to title other than the Permitted Exceptions. As evidence that title is in that condition, the Title Company shall have issued at the Closing upon payment of its required fee, the title policy required by Section 5.3.3 hereof. Neither the City nor Catellus shall be responsible for removing or eliminating prior to Closing any unpermitted exceptions to title that shall be eliminated at the Closing by the recording of the deeds identified in Sections 5.2.5 and 5.2.6. All other unpermitted exceptions to title shall be removed or eliminated prior to Closing as provided in Exhibit "AA," unless the procedures and criteria provided in Sections 6.5 and 6.6 hereof require a different result.

6.4.4. Performance by Others. The City and Catellus shall perform or cause to occur all actions that they are required to perform or cause to occur at or before the Closing.

6.5. Treatment of Exceptions Disclosed by Survey. Where the Preliminary Report for an applicable Easement Parcel, Trust Parcel, or the Western Pacific Shoreline includes a title exception which refers to matters that an ALTA survey will or might show and such exception is not listed on Exhibit "Z" or "AA", respectively, Catellus shall provide a survey sufficient to eliminate such exception by the Closing. If the required survey discloses a matter which is itself a title exception that would appear on a preliminary report, or that would be an exception to the title insurance policy or a limitation on an endorsement to be provided at Closing, such matter will or will not be added to Exhibits "Z" or "AA", as the case may be, as a permitted exception based upon the nature of such matter and its similarity or dissimilarity to exceptions already listed on Exhibits "Z" or "AA" for such Easement Parcel, for such Trust Parcel, or for the Western Pacific Shoreline, as the case may be, as permitted exceptions at the Closing unless a contrary conclusion is more reasonable based upon some other circumstance. (For example, if the newly-disclosed matter is a right-of-way for a public utility and a general exception for public utilities easements is permitted, in the absence of some circumstance leading to a contrary conclusion, the right-of-way would also be permitted. On the other hand, if a pathway is

discovered and a similar pathway or pedestrian right-of-way appeared as an exception to title on the Preliminary Report for a Trust Parcel but was not listed in the appropriate Exhibit as a permitted exception, in the absence of some circumstance leading to a contrary conclusion, the pathway would not be permitted.) In making such a decision the Parties shall primarily take into account the foregoing issue of similarity but may also consider such matters as the effect of the newly-discovered exception upon the contemplated uses of the affected parcel and the relative abilities of the Parties to remove the exception. In the event the Parties are unable to agree upon such a decision, the disagreement shall be submitted to ADR under the provisions of this Agreement. It is agreed that the mere fact that the disclosed exception is not a proper Public Trust use does not make the exception unpermitted so long as the use is permitted in accordance with Section 3.2 hereof.

6.6. Updated Preliminary Reports; New Exceptions. The Parties acknowledge that the Preliminary Reports may need to be updated by Catellus prior to the Closing and that pro forma policies of title insurance will be prepared prior to Closing. If an updated Preliminary Report or a pro forma policy of title insurance at Closing shows a new title exception, the characterization of such new exception as a Permitted Exception or not and the allocation between the Parties of the responsibility for its elimination, if appropriate, shall be based upon the principles stated in Section 6.5, including reference to ADR.

Section 7. Conduct of the Parties Prior to the Closing.

7.1. Due Diligence. Each Party promises to use due diligence to take all actions reasonably necessary to satisfy or cause to be satisfied each of the conditions precedent to the obligations of the other Parties to proceed with the Closing.

7.2. McEnerney Actions. The City and Catellus shall promptly notify the State of the filing of each McEnerney action filed pursuant to either the Amended CLTA or the Amended PLTA and shall provide the State with copies of all pleadings, stipulations, exhibits, prayers, and proposed orders therein as well as copies of final judgments when obtained.

7.3. Permitted Transferees. Notwithstanding anything to the contrary in the Amended CLTA or the Amended PLTA, the City shall not transfer or nominate to any third party the right to receive (i) fee title to any Trust Parcel or Easement Parcel at any Initial or Subsequent Closing under the Amended CLTA or (ii) fee title to the Western Pacific Shoreline or an easement over the Western Pacific Easement Parcels at the Closing under the Amended PLTA.

7.4. Eminent Domain. If in the event of any taking under power of eminent domain prior to Closing subject to the provisions of either Section 17 of the Amended CLTA or Section 17 of the Amended PLTA and affecting any Trust Parcel, Easement Parcel, Western Pacific Easement Parcel or the Western Pacific Shoreline, and if both the City and Catellus conclude the taking is not "material" as defined in said Sections, all facts shall promptly be delivered to the State for its review in accordance with Section 15.4 hereof. The State may determine that a taking is material, notwithstanding the determinations of the City or Catellus to the contrary, if the State concludes that the taking is so extensive as to prevent the State from making the findings required by the Act.

Section 8. Events of Default, Remedies, and Termination.

8.1. Default. Subject to any extensions of time by mutual consent in writing, and subject to any delays or extensions permitted by the Amended CLTA, the Amended PLTA, or this Agreement, any failure by a Party to perform any obligation arising under this Agreement shall constitute an “Event of Default” of this Agreement, including any failure by a Party to convey land or grant an easement, provided that for any failure, such failure continues and is not cured within thirty (30) days following receipt of written notice thereof from another Party.

8.2. Remedies - Generally. Upon an Event of Default, the nondefaulting Party or Parties shall have the right, in addition to all other rights and remedies available at law or in equity, except as limited by this Agreement, to (i) bring any proceeding in the nature of specific performance, injunctive relief or mandamus, (ii) bring any action at law (except as limited by the provisions of Section 8.7) or in equity as may be permitted by operation of law or this Agreement, and (iii) pursue any other remedy or action permitted under this Agreement.

8.3. Specific Performance Appropriate. The Parties acknowledge that each of the parcels which are the subject of this Agreement is unique and that the obligations of the Parties hereunder to convey land or easements shall be subject to enforcement by specific performance or mandatory injunction upon any Event of Default, in addition to any other remedy available to a Party at law or in equity as a result of any such Event of Default (except as otherwise restricted by this Agreement).

8.4. Termination of Amended PLTA and Amended CLTA. This Agreement shall automatically terminate upon any termination of the Amended CLTA prior to the Initial Closing thereunder or upon any termination of the Amended PLTA prior to the Closing thereunder; provided, however, that in the event the Contribution Agreement remains effective notwithstanding a termination of either the Amended CLTA or the Amended PLTA, this Agreement shall remain in full force and effect to the extent necessary to accomplish the purposes of the Contribution Agreement, and the City, Catellus, and the State will undertake in good faith to amend or modify this Agreement accordingly.

8.5. Effect of Termination - Generally. Termination of this Agreement, for any reason or by any Party, shall not limit or otherwise affect (i) any right or duty that, by the terms of this Agreement, the Other Agreements or any of them, survives the termination of this Agreement; or (ii) the limitation on the rights of the Parties to seek damages, except to the extent permitted by Section 8.7, arising out of a breach of this Agreement, including the Event of Default for which this Agreement has been terminated.

8.6. Effective Date of Termination. Termination of this Agreement shall be effective as of the date specified in any notice of intent to terminate pursuant to which the Agreement terminates.

8.7. Limitation on Monetary Damages. The Parties have determined that monetary damages generally are inappropriate and that it would be extremely difficult and impractical to fix or determine the actual damages to a Party as a result of a breach or an Event of Default

hereunder and that equitable remedies and remedies at law not including damages are particularly appropriate remedies for enforcement of this Agreement. The City, the State, and Catellus would not have entered into this Agreement if any of them were to be liable in damages under or with respect to this Agreement other than as explicitly set forth in this Section. The Parties have agreed that each Party hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement; provided that no Party shall be liable in damages to another, to any transferee of Catellus or the City or any other Person or entity, and each Party covenants not to sue for or claim any damages, and expressly waives its right to do so (A) for any breach of, or which arises out of, this Agreement; or (B) arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement. Nothing under this Section 8.7 shall, however, limit any party's ability to recover amounts owed pursuant to Section 10.

8.8. Limitation on Personal Liability. Notwithstanding anything to the contrary in this Agreement, no elective or appointive board or commission, or member of a board or commission, officer, agent or employee of the City or the State, and no partner, officer, director, shareholder, trustee, beneficiary, employee, or agent of Catellus, shall be personally liable upon any of the obligations of the City, the State, or Catellus under this Agreement, and each Party shall, subject to the limitations of Section 8.7, look solely to the assets of Catellus, the City, or the State (as the case may be) and shall have no right of recourse against the assets of any other Person described in this Section 8.8.

Section 9. Notices.

9.1. 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, 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 number as may be provided from time to time.

Port and
City:

Port Director
Port of San Francisco
Ferry Building
San Francisco, California 94111
Telefacsimile: (415) 274-0528

and

Director of Administrative Services
401 Van Ness Avenue
San Francisco, California 94102
Telefacsimile: (415) 554-4849

AGREEMENT CONCERNING THE PUBLIC TRUST

with
copies to:

City Attorney, City of San Francisco
1390 Market Street
San Francisco, California 94102
Telefacsimile: (415) 554-4248

and

Director of Property
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Telefacsimile: (415) 554-9875

Catellus:

Catellus Development Corporation
201 Mission Street, 2nd Floor
San Francisco, California 94105
Attention: Mission Bay Development Office
Telefacsimile: (415) 974-3724

with
copies to:

General Counsel
Catellus Development Corporation
201 Mission Street, 2nd Floor
San Francisco, California 94105
Telefacsimile: (415) 974-4613

and

Pamela S. Duffy, Esq.
Coblentz, Patch, Duffy & Bass
222 Kearny Street, 7th Floor
San Francisco, California 94108
Telefacsimile: (415) 989-1663

State:

State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, California 95825-8202
Attention: Blake D. Stevenson
Telefacsimile: (916) 574-1925

with
copies to: Office of the Attorney General
State of California
1515 Clay Street
Oakland, California 94612
Attention: Dennis M. Eagan,
Deputy Attorney General
Telefacsimile: (510) 622-2270

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 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.

9.2. Content. Every notice (other than the giving or withholding of consent, approval or satisfaction under this Agreement, but including requests therefor) shall comply with the following requirements. Each such notice shall state: (i) the Section of this Agreement pursuant to which the notice is given and (ii) the period of time within which the recipient of the notice must respond or if no response is required, a statement to that effect. Each request for consent or approval shall contain reasonably sufficient data or documentation to enable the recipient to make an informed decision. If a notice complies with requirements (i) and (ii) of this Section 9.2, it shall not be deemed defective because it is not accompanied with adequate data or documentation unless the Party to whom the notice is given objects in writing to the adequacy of the notice before the sooner of twenty (20) days after receipt of the notice, or expiration of the time period in which the recipient of the notice would be required to respond to an adequate notice.

9.3. Conclusive Presumptions. If any person, including any Party, that receives any notice that pertains to an Event of Default or an intention to terminate does not notify the person that sent the notice of any alleged deficiencies in the form, content, or delivery of the notice within twenty (20) days after receipt of the notice, the notice shall be conclusively presumed to comply with all provisions of this Agreement.

Section 10. Litigation Expenses.

10.1. Litigation Expenses. If any Party brings an action or proceeding (including, without limitation, any cross-complaint, counterclaim, or third-party claim) against any other Party by reason of an Event of 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 10 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.

10.2. Appeals. Attorneys' fees under this Section 10 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.

10.3. Attorney General, City Attorney, Catellus In-house Counsel. For purposes of this Agreement, reasonable fees of attorneys of the State's Office of the Attorney General, the City's Office of City Attorney, and any in-house counsel for Catellus 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 the Attorney General's, the City Attorney's, or Catellus' in-house counsel's services were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the Office of the Attorney General or the Office of City Attorney, as the case may be, or, in the case of Catellus' in-house counsel, as employed by the outside counsel for Catellus.

Section 11. Time of Essence. It is agreed that time is of the essence of this Agreement.

Section 12. References; Titles. Wherever in this Agreement the context requires, references to the masculine shall be deemed to include the feminine and the neuter, and 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.

Section 13. Corrections of Technical Errors; Amendments.

13.1. Technical Error. If by reason of inadvertence, and contrary to the intention of the Parties, errors are made in this Agreement in the identification or characterization of any title exception for any Trust Parcel, Easement Parcel, Western Pacific Easement Parcel or the Western Pacific Shoreline, in a legal description or the reference to or within any Exhibit with respect to a legal description, in the boundaries of any parcel in any map or drawing which is an Exhibit, or in the typing of this Agreement, the Parties by mutual agreement may correct such error by memorandum executed by all Parties without the necessity of amendment of this Agreement.

13.2. Amendments. No amendment to this Agreement or any part hereof shall be valid unless it is in writing and signed by all the Parties. The Mayor and the Director of Property are authorized to execute on behalf of the City and the Port Director is authorized to execute on behalf of the Port Commission, any amendment that the Mayor and Director of Property jointly or the Port Director determines is in the best interests of the City or the Port, respectively, and that does not materially increase the City's or the Port's obligations or materially diminish the City's or the Port's rights under this Agreement. In addition, the City and Catellus shall have the right to modify, with the consent of The Regents, the boundaries of the First Contribution Parcel and the First Donation Parcel, so long as the First Contribution Parcel contains no less than 14.33 acres owned by Catellus and the First Donation Parcel contains no less than 4.76 acres of City

property which is not subject to the Burton Act Trust at the time of conveyance, in each case, inclusive of property transferred by Catellus or the City, as applicable, to The Regents pursuant to the Block 24 Agreement, and to otherwise modify their respective agreements with The Regents in any manner that does not alter the terms of this Agreement, except as to the boundary modifications authorized above.

13.3. Amendments to the Amended CLTA or Amended PLTA.

13.3.1. Pre-Closing. Notwithstanding anything to the contrary in the Amended CLTA or the Amended PLTA, the Parties agree that prior to the Closing, all proposed amendments to the Amended CLTA or the Amended PLTA will be submitted to the State before adoption by the parties to such agreements. The State shall have thirty (30) days after receipt thereof to determine if the proposed amendment may affect the State's rights or interests contemplated pursuant to this Agreement or pursuant to the Public Trust or the Burton Act or the Burton Act Trust (the "State's interests"). If the State determines that the State's interests may be affected by such amendment, the State shall notify the Parties of such determination within the said thirty (30) days and the amendment shall be submitted to the State Lands Commission for approval, it being understood that some approvals may be made by the Executive Officer and some may require full Commission consideration, which approval the State shall endeavor promptly to provide. Only if the State determines that the State's interests will not be affected, or if the State fails to notify the Parties of the State's determination within said thirty (30) days, may the parties to the Amended CLTA or the Amended PLTA, as the case may be, proceed with the amendment without the necessity of State approval.

13.3.2. Post-Closing. After the Closing, the Parties shall promptly provide the State with copies of all proposed amendments to either the Amended CLTA or Amended PLTA, but the State shall have no rights of prior approval of such amendments, except as provided by the Act.

Section 14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 15. Miscellaneous Provisions.

15.1. Table of Contents. The Table of Contents is for the purpose of convenience and is not to be deemed or construed in any way as a part of this Agreement or as supplemental thereto or amendatory thereof.

15.2. Independent Parties. The subject of this Agreement is public and private development with no Party acting as the agent of another Party in any respect. Each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Catellus, the affairs of the City, the affairs of the State, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor shall it be construed to

create any third party beneficiary rights in any Person who is not a Party, unless expressly otherwise provided.

15.3. Approvals and Consents. Unless otherwise herein provided, whenever approval, consent or satisfaction is required of a Party pursuant to this Agreement, it shall not be unreasonably withheld or delayed. The reasons for disapproval of consent shall be stated in reasonable detail in writing. Approval by a Party to or of any act or request by any other Party shall not be deemed to waive or render unnecessary approval to or of any similar or subsequent acts or requests. The requirements for approvals under this Agreement shall extend to and bind the partners, officers, directors, shareholders, trustees, beneficiaries, agents, elective or appointive boards, commissions, employees and other authorized representatives of each Party, and each such Person shall make or enter into, or take any action in connection with, any approval in accordance with these requirements.

15.4. Special State Approvals. For the purposes of Sections 6.2, 6.4 and 7.4 hereof, of Sections 3.1.3, 4.2.1, 5.1.2, 9.1, and 17 of the Amended PLTA, and of Sections 3.1.3, 4.2.1, 5.1.2, 9.1 and 17 of the Amended CLTA, whenever the approval or concurrence of the State is required, the following provisions shall apply. The facts concerning the title exception, alternative to clearing a title exception, the proposed taking by power of eminent domain, or other matter which requires the State's approval, consent, or concurrence (the "Facts") shall be submitted to the State before adoption by the parties. Because of the nature of the issues here discussed, the parties recognize that most issues can and should be resolved by the State Lands Commission staff and Executive Officer, without a full Commission hearing. Therefore it is agreed that the State shall have fifteen (15) working days after receipt of all relevant Facts to grant or deny its approval, consent, or concurrence, as the case may be, or to notify the parties that the Facts must be presented to the full State Lands Commission for consideration, which consideration the State shall endeavor promptly to provide. If the State fails to grant or deny its approval, consent, or concurrence or to refer the Facts to the full Commission within said fifteen (15) working days, the State shall be deemed to have given the required approval, consent, or concurrence.

15.5. Severability. Except as is otherwise specifically provided for in this Agreement, invalidation of any provision of this Agreement, or of its application to any person, by judgment or court order shall not affect any other provision of this Agreement or its application to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect unless enforcement of this Agreement as invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

15.6. Entire Agreement; Supersedure. From and after the Effective Date, this Agreement replaces and supersedes the Original Agreement in its entirety. This Agreement contains all the representations and the entire agreement between the Parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded in total by this Agreement. No prior drafts of this Agreement or changes from those drafts to the executed

version of the Agreement shall be introduced as evidence in any litigation or other dispute resolution proceeding by any Party or other Person and no court or other body should consider those drafts in interpreting this Agreement.

15.7. Construction; Captions. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party in order to achieve the objective and purposes of the Parties. Any caption preceding the text of any Section, paragraph or subsection or in the Table of Contents is included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa.

15.8. Conduct. In all situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Parties. Each Party shall take all reasonably necessary measures to achieve the provisions of the Agreement.

15.9. Further Assurances. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and to do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement. The Executive Officer is authorized to execute on behalf of the State, the Mayor and the Director of Property are authorized to execute on behalf of the City, and the Port Director is authorized to execute on behalf of the Port, any closing or similar documents and any contracts, agreements, memoranda or similar documents with the State, regional and local entities that are necessary or proper to achieve the purposes and objectives of this Agreement, if the Executive Officer, the Mayor and Director of Property, or the Port Director, respectively, determines that the document is necessary or proper and is in the State's, the City's, or the Port's, as the case may be, best interests.

15.10. Cooperation and Non-Interference. No Party shall do anything that has the effect of harming or injuring the right of another Party to receive the benefits of this Agreement. Each Party shall refrain from doing anything that would render its performance under this Agreement impossible or would interfere with the ability of another Party to satisfy the conditions set forth in Section 6. Each Party shall do everything which this Agreement contemplates that the Party shall do to accomplish the objectives and purposes of this Agreement.

15.11. Heirs, Successors, and Assigns. All of the provisions, agreements, right, powers, standards, terms, waivers, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other Persons acquiring any Trust Parcel, Easement Parcel, or Western Pacific Easement Parcel, or any portion thereof, or any interest therein, whether by operation of laws or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns.

15.12. Interpretation. Unless otherwise specified, whenever in this Agreement reference is made to the Table of Contents, any Section or Exhibit, or any defined term, the reference shall

be deemed to refer to the Table of Contents, Section or Exhibit, or defined term of this Agreement. Any reference to a Section includes all subsections and subparagraphs of that Section. The use in this Agreement of the words "including," "such as" or words of similar import when following any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific items or matters, whether or not language of non-limitation, such as "without limitation" or "but not limited to," or words of similar import, is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.

15.13. Counterparts. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages which, when attached to this Agreement, shall constitute this as one complete Agreement. This Agreement may be executed in any number of counterparts each of which shall be deemed to be the original and all of which shall constitute one and the same Agreement.

15.14. Represented by Counsel. Each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of the Party's choice in connection with the rights and remedies of and waivers by it contained in this Agreement and after such advice and consultation has presently and actually intended, with full knowledge of the Party's rights and remedies otherwise available at law or in equity, to waive and relinquish those rights and remedies to the extent specified in this Agreement, and to rely solely on the remedies provided for in this Agreement with respect to any breach of this Agreement by any other Party, or any other right that such Party seeks to exercise.

15.15. Alternative Dispute Resolution. The Parties, by mutual agreement, may (or where required herein shall) submit any factual or other (to the extent the City or the State is not prohibited by law or otherwise from doing so) dispute arising under this Agreement to a non-binding arbitration, mediation or other alternative dispute resolution mechanism ("ADR") or non-judicial dispute resolution. The Party requesting ADR shall give written notice of its request, specifying the requested ADR procedure, to the other Parties, who shall notify the requesting Party of its or their agreement or (if it is not required hereunder) refusal to proceed within a reasonable time after receipt of the requesting notice. If the Parties agree (or are required by the terms hereof) 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 the Parties, or if required hereunder, in the manner specified by the Person or service conducting the ADR. The Parties may enter into operating memoranda from time to time to establish procedures for the initiation and conduct of such ADR mechanisms.

15.16. City Findings. By the execution of this Agreement, and for the reasons set forth in the findings and determinations made contemporaneously with the approval of this Agreement, the City finds and declares, pursuant to Sections 4-6 of the Act, that the transfers provided for herein are hereby approved.

15.17. State Findings. By the execution of this Agreement, and for the reasons set forth in the findings and determinations made contemporaneously with the approval of this Agreement, the State finds and declares, pursuant to Sections 4(b) and 5(b) of the Act, that the transfers provided for herein are hereby approved.

15.18. Agreement for Compromise and Settlement. It is expressly understood by the Parties that the provisions set forth in this Agreement have been agreed upon, among other things, for the purposes of compromising and settling the respective disputed interests of the Parties in lands within the Mission Bay Property and the Western Pacific Property.

15.19. No Admission or Effect if Agreement Not Made Effective. In the event the Closing does not occur and this Agreement is not recorded, nothing herein shall constitute, or be construed as, an admission by any Party or evidence concerning the boundaries, physical character, or character of title to or interest in lands within the Mission Bay Property or the Western Pacific Property.

15.20. No Effect on Other Lands. The provisions of this Agreement do not constitute, nor are they to be construed as, an admission by any Party or evidence concerning the boundaries, physical character, or character of title to or interest in any lands outside the Mission Bay Property and the Western Pacific Property.

15.21. No Effect on Other Government Jurisdiction. This Agreement has no effect whatsoever on the regulatory jurisdiction under the police power of any state entity not a party to this Agreement.

15.22. Recording of Agreement. A copy of this Agreement shall be recorded in the Office of the Recorder of the City and County of San Francisco, State of California, provided, however, that such recording shall be at the request of the City. In addition, immediately following the recordation of the documents described in Sections 5.1 and 5.2, the Parties shall execute, acknowledge and cause to be recorded in the Office of the Recorder of the City and County of San Francisco, State of California, a Notice of Satisfaction of Conditions ("Conditions Satisfaction Notice") in the form of Exhibit "BB," with respect to all property then owned in fee by Catellus within the Mission Bay Property (other than the Easement Parcels), which shall provide, among other things, that Catellus' obligations under this Agreement and the Block 24 Agreement with respect to such property have been satisfied, except, with respect to Catellus' obligations, if any, under Section 15.26. Recording of the Conditions Satisfaction Notice shall be at the request of the City.

15.23. Recording Notice of Termination. Upon any termination of this Agreement, provided no Party has delivered notice to the other Parties of such Party's intent to commence litigation with respect to such termination and has not commenced such an action within thirty (30) days after the effective date of the termination, any Party may request the County Recorder to record a notice of termination of this Agreement at any time after the effective date of any such termination. Any notice of termination recorded under this Agreement shall describe with particularity the portions of the Mission Bay Property or Western Pacific Property to which it is applicable.

15.24. Mineral Rights. The Parties are aware that as of the Effective Date, Catellus does not hold title to subsurface mineral deposits associated with the Western Pacific Property and some parcels within the Mission Bay Property. The Parties further acknowledge that it is not the intention of the Parties to require any Party hereto to undertake any action or expend any money to acquire mineral rights which such Party has not held after January 1, 1990. Consequently, it is agreed that whenever the text of this Agreement requires a Party to convey mineral rights or permits a Party to reserve mineral rights, such requirements shall be deemed to apply only to such mineral rights as the Parties hereto held at any time after January 1, 1990.

15.25. Third Street N.A.P. Parcel.

(a) Delayed Release Parcel. Upon Catellus' written request, given at any time Catellus or its nominee has acquired fee title to the Delayed Release Parcel (but in no event prior to Closing or after the date which is thirty (30) years following the Effective Date), the State shall execute a patent in the nature of a quitclaim in the form of Exhibit "CC" hereto to Catellus or its nominee, as Catellus may direct, conveying, releasing and quitclaiming all of the State's right, title and interest held by the State by virtue of its sovereign trust title to tide and submerged lands, and including, without limiting the generality of the foregoing, any Public Trust and Burton Act Trust interests in and to the Delayed Release Parcel, and cause the same to be delivered to Catellus or as Catellus may direct, for recordation.

(b) Third Street N.A.P. Quitclaim Area. If at any time on or after the Closing and on or before the date which is thirty (30) years following the Effective Date, Catellus or the City acquires fee title to all or any portion of that certain real property described on Exhibit "DD" hereto and depicted on Exhibit "DD-1" hereof (the "Third Street N.A.P. Quitclaim Area"), then concurrently with such acquisition, Catellus or the City, as applicable, shall quitclaim to the State the Third Street N.A.P. Quitclaim Area (or portion thereof so acquired) (which quitclaim shall be substantially in the form of Exhibit "P" attached hereto) and the State shall thereafter quitclaim to the City the Third Street N.A.P. Quitclaim Area (or portion thereof so acquired) (which quitclaim shall be substantially the form of Exhibit "Q" attached hereto), for the purposes of effectuating the public trust uses provided for in the Act, subject to the Public Trust. Any such conveyance shall be subject to the provisions of Section 3.2, allowing for interim uses of such property.

15.26. Rights Upon Possible Reversion of Property Interests. If at any time subsequent to the Closing there is a reconveyance to Catellus pursuant to the terms of the Contribution Agreement of all or a portion of the property contributed by Catellus to The Regents pursuant to the Contribution Agreement ("**Catellus Contribution Property**"), or a reconveyance to the City pursuant to the City Donation Agreement of all or a portion of the property contributed by the City to The Regents pursuant to the City Donation Agreement ("**City Donation Property**"), then it is the intent of the parties to put themselves into an equivalent position with respect to claims or interests regarding the Public Trust, Burton Act Trust, or the terms, conditions, and reservations of the Burton Act (collectively "**Public Trust Claims**") to the extent of such reconveyances, as if the transactions contemplated herein had not occurred, by imposing the Public Trust on acreage equivalent to the acreage released from the Public Trust pursuant to this

Agreement (adjusted, however, to reflect any property retained by The Regents), subject to all of the terms and conditions hereinafter provided. If all of the Catellus Contribution Property and the City Donation Property are reconveyed by The Regents to Catellus and the City pursuant to the Contribution Agreement and the City Donation Agreement, then (i) the City shall quitclaim to the State 3.1 acres, consisting of the lands within Berry Street shown as part of the Street Reimposition Area on Exhibit "EE" hereto, and portions of Owens Street parallel to China Basin Channel which constitute part of the Street Reimposition Area shown on Exhibit "EE" hereto, and the State shall thereafter quitclaim such lands to the City, subject to the Public Trust, for the purposes of effectuating the public trust uses provided for in the Act, and (ii) the City and Catellus, as applicable, shall promptly execute quitclaims to the State conveying to the State a Public Trust Easement over (A) the balance of the lands labeled the Street Reimposition Area on Exhibit "EE" hereto consisting of approximately 8.2 acres, and (B) eight (8) acres of land designated for street or open space uses within the area shown as the Campus Reimposition Area on Exhibit "EE," in a location to be agreed upon by the Parties. If a portion of the Catellus Contribution Property and/or the City Donation Property is reconveyed to Catellus and/or the City, Catellus and/or the City shall quitclaim a fee interest to the State and/or convey to the State a Public Trust Easement over portions of the Street Reimposition Area and/or Campus Reimposition Area (such portions to be determined pursuant to the guidelines hereinafter provided), containing in the aggregate acreage equal to the product of the acreage of the Public Trust terminated on the City Streets (i.e., 19.3 acres) and a fraction which has as its numerator the total acreage reconveyed by The Regents to Catellus and the City pursuant to the Contribution Agreement and City Donation Agreement and as its denominator the total acreage contributed by Catellus and the City to The Regents pursuant to the Contribution Agreement and the City Donation Agreement. In determining where the Public Trust will be reimposed (and where a fee interest or a Public Trust Easement will be conveyed), the Parties shall: (i) first, to the extent the land reconveyed by The Regents to the City was, prior to conveyance to The Regents, owned by the City and subject to the Burton Act Trust ("Former Burton Act Streets"), cause the City to quitclaim in fee to the State first, acreage within the portions of Berry Street which are part of the Street Reimposition Areas and then acreage in the portions of Owens Street which are part of the Street Reimposition Areas and are parallel to the China Basin Channel, equal in the aggregate, to the acreage of the Former Burton Act Streets so reconveyed by The Regents to the City, whereupon the State shall quitclaim such lands to the City subject to the Public Trust, for the purpose of effectuating the public trust uses provided for in the Act; (ii) then, to the extent necessary, impose the Public Trust by conveying a Public Trust Easement over remaining portions of the Street Reimposition Area; (iii) then, to the extent necessary, impose the Public Trust by conveying a Public Trust Easement over the portions of the Campus Reimposition Area which are to be utilized for street purposes under the Redevelopment Plan; and (iv) finally, to the extent necessary, impose the Public Trust by conveying a Public Trust Easement over portions of the Campus Reimposition Area which are to be utilized for open space under the Redevelopment Plan. Nothing contained in this Section shall be deemed an admission by any party concerning or evidence of the validity or value of any Public Trust Claims. Upon the expiration, termination or written waiver by Catellus and the City of their rights to reconveyances under the Contribution Agreement and the City Donation Agreement, the State, the City and Catellus shall execute a notice of termination, in recordable form, of the State's rights under this Section 15.26 with respect to the Street Reimposition Area and the

Campus Reimposition Area. Upon the Closing under this Agreement, this Section shall supersede and replace Section 13.22 of the Block 24 Agreement in its entirety.

Section 16. Representations and Warranties of Catellus.

Catellus represents, warrants and covenants to the State the following:

16.1. Incorporation; Qualification; Status. Catellus is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, and is duly qualified and in good standing as a foreign corporation under the laws of the State of California

16.2. Authority. Catellus has full corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by it. This Agreement has been duly authorized by all necessary action on the part of Catellus and no other corporate action on the part of Catellus is necessary to authorize the execution, delivery and performance of this Agreement.

16.3. Title to Trust Parcels, Easement Parcels, Western Pacific Easement Parcels and Western Pacific Shoreline. Other than as disclosed in the Preliminary Reports, to the actual knowledge of Catellus, there are no matters affecting title to the Trust Parcels, Easement Parcels or Western Pacific Easement Parcels owned by Catellus or the Western Pacific Shoreline that would materially interfere with the performance of Catellus' obligations under this Agreement. This representation with respect to said Trust Parcels, Easement Parcels, Western Pacific Easement Parcels and the Western Pacific Shoreline shall not survive the conveyance to the State of the Trust Parcels or the Western Pacific Shoreline or of the Public Trust Easements encumbering the Easement Parcels or Western Pacific Easement Parcels.

16.4. Conflicts and Consents. Except as set forth in a Certificate of Conflicts and Consents, to the actual knowledge of Catellus, the execution and delivery by Catellus of this Agreement and the consummation by Catellus of the transactions contemplated in it, will not violate any law or conflict with or result in any breach or violation of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or constitute an event or condition that would permit termination or acceleration of the maturity of, the Certificate of Incorporation or bylaws of Catellus or any indenture, mortgage, lease, agreement or other instrument or obligation to which Catellus is a party or by which it, or any portion of the Trust Parcels, Easement Parcels or Western Pacific Easement Parcels owned by Catellus or the Western Pacific Shoreline, may be bound or affected which would materially adversely affect the ability of Catellus to perform its obligations under the Agreement. To the actual knowledge of Catellus, no approval, authorization, consent or other order or action of, or filing or registration with, any Person is required for the execution, delivery and performance by Catellus of this Agreement.

16.5. Conflict with Order, etc. The execution, delivery and performance by Catellus of this Agreement will not conflict with any order, judgment or decree of any court, government, government agency or instrumentality, whether entered pursuant to consent or otherwise, by

which Catellus or any portion of the Trust Parcels, Easement Parcels, Western Pacific Easement Parcels or the Western Pacific Shoreline may be bound or affected.

16.6. Litigation. Except as set forth in a Certificate of Litigation, to the actual knowledge of Catellus, there is no litigation, action, arbitration, grievance, administrative proceeding, suit or claim filed and pending, nor is there, to the knowledge of Catellus, any investigation by a governmental agency of Catellus or any of its subsidiaries that, if adversely decided, could have a material adverse impact on Catellus' ability to perform its obligations under this Agreement.

16.7. Scope of Knowledge. As used in Sections 16.1 through 16.6, the "actual knowledge" of Catellus shall mean the actual personal knowledge of Donald Parker, Ralph Pickett, and Douglas B. Stimpson, who are the employees of Catellus most familiar with the subject matter of the representations made to the actual knowledge of Catellus in this Section 16.

16.8. Remedies. If, regardless of the lack of actual knowledge of Catellus, any of the foregoing representations and warranties proves incorrect, and as a result there is a material adverse effect on the ability of Catellus to perform its obligations under the Agreement, it shall be an Event of Default.

16.9. Certificates. Catellus shall deliver the certificates referred to in Sections 16.4 and 16.6 to the State Lands Commission prior to the date that this Agreement is scheduled for execution by the Governor of the State of California.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day first mentioned above.

STATE OF CALIFORNIA
STATE LANDS COMMISSION

ROBERT C. HIGHT
Executive Officer

APPROVED AS TO FORM:

Attorney General

By: _____
DENNIS M. EAGAN
Deputy Attorney General

AGREEMENT CONCERNING THE PUBLIC TRUST

CITY AND COUNTY OF SAN FRANCISCO,
a Charter City and County

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

WILLIE L. BROWN, JR.
Mayor

By:

NELSON C. RISING
President and Chief Executive Officer

ANTHONY J. DELUCCHI
Director of Property

By:

KATHLEEN SMALLEY
Senior Vice President, Corporate
Operations and General Counsel

PORT OF SAN FRANCISCO

By:

DOUGLAS F. WONG
Executive Director

APPROVED AS TO FORM:

LOUISE H. RENNE
City Attorney

By:

Neil Sekhri
Deputy City Attorney

By:

Jesse Capin Smith
Deputy City Attorney

Attest:

Clerk of the Board of Supervisors

Approved by Port Commission Resolutions 98-92, September 22, 1998.

Approved by Board of Supervisors Ordinance 332-98, October 26, 1998.

AGREEMENT CONCERNING THE PUBLIC TRUST

STATE OF CALIFORNIA)
)
COUNTY OF) ss.

On _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared WILLIE L. BROWN, JR., personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC (Seal)

STATE OF CALIFORNIA)
)
COUNTY OF) ss.

On _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared GLORIA L. YOUNG, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC (Seal)

AGREEMENT CONCERNING THE PUBLIC TRUST

STATE OF CALIFORNIA)
)
COUNTY OF) ss.

On _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ANTHONY J. DELUCCHI, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

STATE OF CALIFORNIA)
)
COUNTY OF) ss.

On _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DOUGLAS F. WONG, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

AGREEMENT CONCERNING THE PUBLIC TRUST

STATE OF CALIFORNIA)
)
COUNTY OF) ss.

On _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared NELSON C. RISING, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

STATE OF CALIFORNIA)
)
COUNTY OF) ss.

On _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared KATHLEEN SMALLEY, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument she, or the entity upon behalf of which she acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

AGREEMENT CONCERNING THE PUBLIC TRUST

IN APPROVAL WHEREOF, I, _____, Governor of the State of California, have set my hand and caused the seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this ____ day of _____, one thousand nine hundred and ninety-____.

Governor

Attest:

BILL JONES
Secretary of State



**AMENDED AND RESTATED
PORT LAND TRANSFER AGREEMENT**

EXHIBIT D

**EXHIBITS TO
AMENDED AND RESTATED AGREEMENT
CONCERNING THE PUBLIC TRUST**

(See Amended and Restated Agreement Concerning the Public Trust)

EXHIBIT E

AMENDED PORT LAND TRANSFER AGREEMENT

CATELLUS PERMITTED EXCEPTIONS

EXHIBIT E

TO THE AMENDED MISSION BAY PORT LAND TRANSFER AGREEMENT

PERMITTED EXCEPTIONS

I. TITLE EXCEPTIONS FOR WESTERN PACIFIC TRANSFER PARCEL PERMITTED AT INITIAL CLOSING¹

The Western Pacific Transfer Parcel will be affected by the following general Permitted Title Exceptions at Initial Closing:

- Current Taxes, a lien not yet due or payable²
- Mello-Roos Community Facilities District (CFD-90-1) and any future special tax lien of any other Mello-Roos Community Facilities District or Districts for which Catellus casts an affirmative vote) provided that the lien amount is zero while in City ownership³
- Validating Action
- Matters disclosed by a Record of Survey of the Line of Mean High Tide dated August, 1998, filed by KCA Engineers
- General ALTA survey related exceptions are not permitted, however, under Amended PLTA § 9.3 additional exceptions based upon an ALTA Survey may be permitted
- Restrictions required to be recorded for the benefit of the RWQCB pursuant to an approved RMP
- New exceptions pursuant to Amended PLTA § 9.5
- Rights of the following parties confirmed by judgments in the McEnerney actions⁴: City and County of San Francisco.
- Exceptions created by documents to be recorded at close of escrow pursuant to the Amended CLTA, the Amended PLTA and the Amended ACTPT.

In addition, the Western Pacific Transfer Parcel will be affected by the following specific Permitted Exceptions at close of escrow: the numbers shown for each exception correspond to the numbers shown for the exceptions in the preliminary title report for the Western Pacific Transfer Parcel.

¹ Western Pacific Transfer Parcel as shown on Amended PLTA Exhibit O-1.

² This exception will be removed if the title company agrees prior to closing to remove it.

³ This exception will be removed if the title company agrees prior to closing to remove it.

⁴ This general exception will be replaced with specific exceptions prior to closing. Rights of any other parties confirmed in the McEnerney Actions will be treated as permitted or unpermitted exceptions in the manner provided for in the Amended PLTA Section 9.5.

LOCATION/TITLE REPORT

PERMITTED EXCEPTIONS

**UNPERMITTED
EXCEPTIONS**

An area generally bounded by Army Street and
Twenty-Fifth Street, and Illinois and
Massachusetts Streets.
(Stuart Title Company Preliminary Title Report
for Western Pacific Transfer Parcel dated April
1, 1998)

- 4 Public Utilities Easements
- 5 Easement for Public Street
purposes
- 10 City Sewer Easement
- 11 Conditions of Sewer Easement
- 12 Conditions of Port/City Sewage
- 14 Port Land Transfer Agreement
- 15 Agreement Concerning The
Public Trust
- 22 Rights of Public in Public
Streets
- 24 Public Access Interests

- 6 Commerce Navigation and
Fisheries
- 7 Berkeley Decision Lands
- 8-9 Burton Act
- 13 State Easement
- 16 PALO
- 17 Catellus Reservations in
Quitclaim
- 19-21 McEnerney Actions
- 23 Easement Rights of Catellus
- 25 Unrecorded Leases⁵

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As of 11/11/98

⁵ Catellus shall provide a certified rent roll prior to closing showing that CDC has entered into no leases affecting the parcel, other than a lease with the Port for use of the property.

EXHIBIT F

AMENDED PORT LAND TRANSFER AGREEMENT
LEGAL DESCRIPTIONS OF CITY FACILITIES PARCEL

EXHIBIT F
AMENDED
PORT LAND TRANSFER AGREEMENT
CITY FACILITIES PARCEL
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE OF FOURTH STREET NORTH $43^{\circ}41'53''$ WEST 68.94 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH $86^{\circ}49'04''$ EAST 104.78 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 275.00 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 240.00 FEET; THENCE SOUTH $03^{\circ}10'56''$ EAST 116.77 FEET TO THE SOUTHWESTERLY LINE OF FOURTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH $43^{\circ}41'53''$ EAST 208.13 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 55,303 SQUARE FEET, MORE OR LESS.

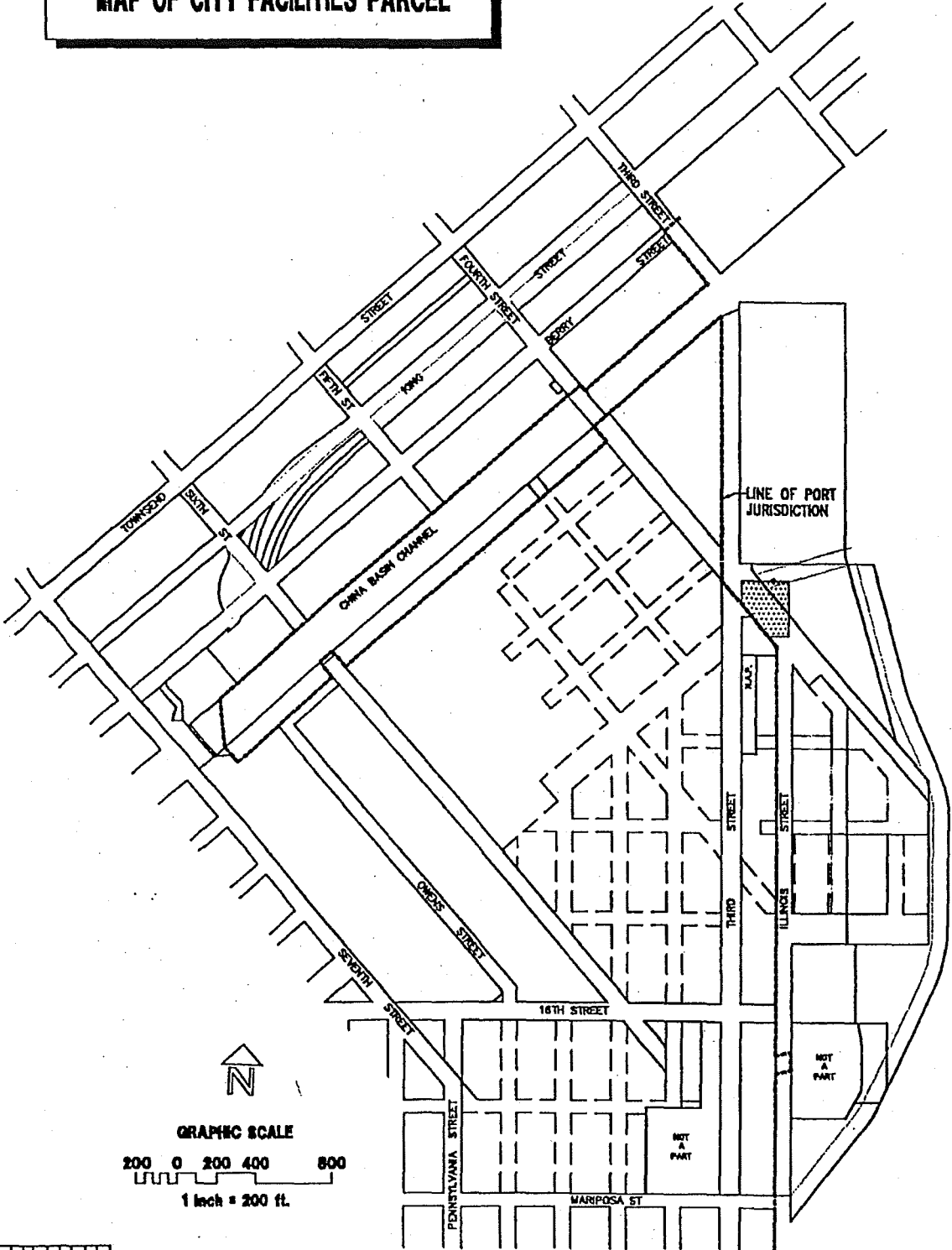
REVISED: 8/5/98, 10/26/98
PREPARED BY KCA ENGINEERS
6/26/98 JOB NO. 1936
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SA...PLTA_F1-1

EXHIBIT F-1

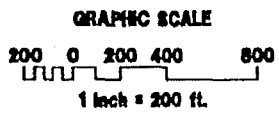
AMENDED PORT LAND TRANSFER AGREEMENT

MAP OF CITY FACILITIES PARCEL

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF CITY FACILITIES PARCEL**



97.0493 / L PLTA-F1



**EXHIBIT F-1
SHEET 1 OF 1**

8/07/98

EXHIBIT G

AMENDED PORT LAND TRANSFER AGREEMENT

EXISTING USES

EXHIBIT G

AMENDED AND RESTATED PORT LAND TRANSFER AGREEMENT

EXISTING USES ON PORT PROPERTY

Maritime and Industrial Uses

1. Boat building, sales, rental, repair, private and public storage;
2. Berthing, mooring and fueling of vessels and equipment;
3. Vessel maintenance, including, without limitation, engineering and machine shops;
4. Water taxi service carrying passengers and light cargo within San Francisco Bay;
5. Administrative/general office use;
6. Warehousing, storage and related activities;
7. Parking;
8. Woodworking, furniture and cabinet manufacturing;
9. Delivery, storage, dealer preparation, shipment and maintenance of automobiles, vans, trucks, construction vehicles, and ancillary related administrative uses;
10. Private party container storage, vehicle storage, general office and incidental sales of moving and storage materials;
11. Port Maintenance Facility, including related storage, engineering, machine and carpentry shops.
12. Parking lot in support of the Giants ballpark;

Commercial and Recreational Uses

1. Restaurant and Bar;
2. Open space and parks;
3. General Parking;
4. General Office;
5. Boat clubs, boat launch, and appurtenant facilities;
6. Chandlery sales, storage, delivery and distribution and maritime rebated warehousing and storage;
7. Boat building, sales, rental and repair, private/public boat storage.

EXHIBIT H

AMENDED PORT LAND TRANSFER AGREEMENT

LEGAL DESCRIPTION OF PORT OPEN SPACE PARCELS

EXHIBIT H
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT OPEN SPACE PARCEL 1
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SIXTH STREET (82.50 FEET WIDE) WITH THE NORTHWESTERLY LINE OF OWENS STREET (50.00 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE OF SIXTH STREET NORTH 43°41'53" WEST 15.00 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 46°18'07" WEST 200.00 FEET; THENCE NORTH 43°41'56" WEST 85.00 FEET TO THE SOUTHEASTERLY LINE OF CHANNEL STREET (200.00 FEET WIDE); THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 46°18'07" WEST 455.05 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 43°41'53" EAST 100.00 FEET TO THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF OWENS STREET; THENCE ALONG SAID SOUTHWESTERLY PROLONGATION NORTH 46°18'07" EAST 655.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 48,505 SQUARE FEET, MORE OR LESS.

EXHIBIT H
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT OPEN SPACE PARCEL 2
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF CHANNEL STREET (200.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 46°18'07" WEST 1733.20 FEET TO THE NORTHEASTERLY LINE OF SIXTH STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 43°41'53" EAST 100.00 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 46°18'07" EAST 1733.20 FEET TO THE SOUTHWESTERLY LINE OF FOURTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 43°41'53" WEST 100.00 FEET TO THE TO THE POINT OF BEGINNING.

CONTAINING 173,320 SQUARE FEET, MORE OR LESS.

EXHIBIT H
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT OPEN SPACE PARCEL 3
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE); THENCE SOUTH 44°33'32" EAST 1078.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 02°19'47" EAST 231.70 FEET; THENCE SOUTH 03°10'56" EAST 198.75 FEET; THENCE SOUTH 02°09'57" EAST 120.73 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 260.00 FEET, THROUGH A CENTRAL ANGLE OF 11°58'09", AN ARC DISTANCE OF 54.31 FEET TO A POINT OF TANGENCY; THENCE SOUTH 09°48'12" WEST 86.42 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 260.00 FEET, THROUGH A CENTRAL ANGLE OF 12°28'00", AN ARC DISTANCE OF 56.57 FEET TO A POINT OF TANGENCY; THENCE SOUTH 22°16'12" WEST 155.72 FEET; THENCE SOUTH 03°10'56" EAST 186.15 FEET; THENCE NORTH 22°16'12" EAST 323.80 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 340.00 FEET, THROUGH A CENTRAL ANGLE OF 12°28'00", AN ARC DISTANCE OF 73.98 FEET TO A POINT OF TANGENCY; THENCE NORTH 09°48'12" EAST 86.42 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 340.00 FEET, THROUGH A CENTRAL ANGLE OF 11°58'09", AN ARC DISTANCE OF 71.03 FEET TO A POINT OF TANGENCY; THENCE NORTH 02°09'57" WEST 121.44 FEET; THENCE NORTH 03°10'56" WEST 198.86 FEET; THENCE NORTH 02°19'47" WEST 232.29 FEET; THENCE SOUTH 86°49'04" WEST 80.01 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 80,480 SQUARE FEET, MORE OR LESS.

EXHIBIT H
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT OPEN SPACE PARCEL 4
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE); THENCE SOUTH 47°35'52" EAST 1132.49 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 2°19'47" EAST 232.29 FEET; THENCE SOUTH 3°10'56" EAST 198.86 FEET; THENCE SOUTH 2°09'57" EAST 121.44 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 340.00 FEET, THROUGH A CENTRAL ANGLE OF 11°58'09", AN ARC DISTANCE OF 71.03 FEET TO A POINT OF TANGENCY; THENCE SOUTH 9°48'12" WEST 86.42 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 340.00 FEET, THROUGH A CENTRAL ANGLE OF 12°28'00", AN ARC DISTANCE OF 73.98 FEET TO A POINT OF TANGENCY; THENCE SOUTH 22°16'12" WEST 350.76 FEET; THENCE SOUTH 67°43'48" EAST 41.94 FEET, MORE OR LESS, TO THE ORDINARY HIGH WATER MARK OF THE SAN FRANCISCO BAY; THENCE ALONG SAID HIGH WATER MARK THE FOLLOWING COURSES: NORTH 17°34'32" EAST 73.31 FEET; SOUTH 85°03'28" EAST 30.37 FEET; NORTH 1°41'36" WEST 30.05 FEET; NORTH 76°02'28" EAST 8.35 FEET; NORTH 2°18'50" EAST 20.38 FEET; NORTH 86°49'04" EAST 10.54 FEET; NORTH 1°13'11" EAST 10.17 FEET; NORTH 86°03'44" WEST 3.15 FEET; NORTH 3°10'56" WEST 21.07 FEET; NORTH 73°51'55" EAST 50.48 FEET; NORTH 77°03'29" EAST 48.33 FEET; NORTH 4°13'29" WEST 21.46 FEET; NORTH 15°29'49" WEST 58.52 FEET; NORTH 75°30'57" EAST 9.95 FEET; NORTH 0°45'57" EAST 11.34 FEET; NORTH 85°35'35" WEST 17.72 FEET; NORTH 2°09'31" WEST 21.85 FEET; NORTH 82°52'31" EAST 11.35 FEET; NORTH 15°53'39" EAST 37.25 FEET; NORTH 0°38'05" EAST 56.77 FEET; NORTH 0°38'04" EAST 37.85 FEET; NORTH 10°18'44" WEST 30.45 FEET; NORTH 21°25'38" EAST 10.72 FEET; NORTH 48°28'13" EAST 11.95 FEET; NORTH 3°56'52" EAST 6.29 FEET; NORTH 84°01'37" EAST 16.03 FEET; NORTH 27°16'29" EAST 21.60 FEET; NORTH 17°36'14" EAST 39.05 FEET; NORTH 10°40'10" EAST 19.08 FEET; NORTH 27°38'30" WEST 14.14 FEET; NORTH 11°01'34" EAST 33.40 FEET; NORTH 7°34'36" WEST 7.99 FEET; NORTH 69°23'04" EAST

4 of 5

34.61 FEET; NORTH 13°48'50" WEST 28.61 FEET; NORTH 73°30'09" EAST 19.36 FEET;
NORTH 20°12'52" WEST 25.39 FEET; NORTH 68°23'43" EAST 7.84 FEET; NORTH
14°54'56" WEST 26.81 FEET; NORTH 67°39'06" EAST 12.07 FEET; NORTH 11°25'20"
WEST 23.69 FEET; NORTH 68°51'01" EAST 17.12 FEET; NORTH 13°25'27" WEST 72.48
FEET; NORTH 20°38'20" WEST 87.02 FEET; NORTH 15°50'37" WEST 126.43 FEET;
NORTH 21°11'15" WEST 115.94 FEET; THENCE LEAVING SAID ORDINARY HIGH WATER
MARK SOUTH 86°49'04" WEST 32.25 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 89,213 SQUARE FEET, MORE OR LESS.





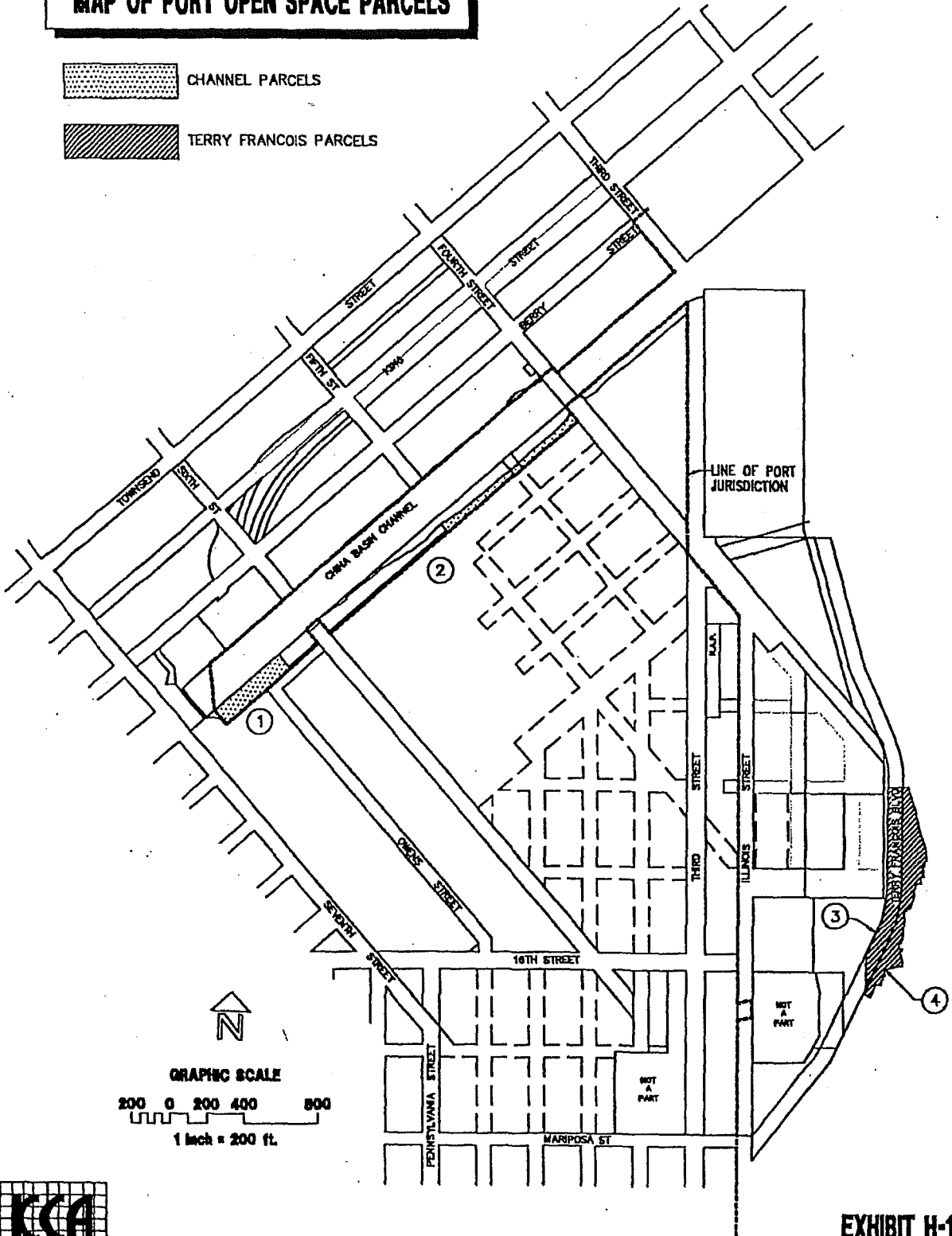
EXHIBIT H-1

AMENDED PORT LAND TRANSFER AGREEMENT

MAP OF PORT OPEN SPACE PARCELS

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF PORT OPEN SPACE PARCELS**

-  CHANNEL PARCELS
-  TERRY FRANCOIS PARCELS



98.0530 / L PLTA-H1

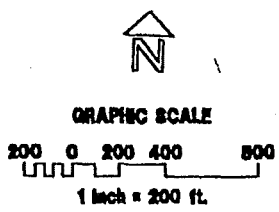


EXHIBIT H-1
SHEET 1 OF 2

8/11/98

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF PORT OPEN SPACE PARCELS**

LAND TRANSFER AREAS	
PARCEL NO.	AREA (acres)
1	1.11
2	1.16
3	1.85
4	2.05
TOTAL:	6.17

98.0530 / L PLTA-H1



8/11/98

EXHIBIT H-1
SHEET 2 OF 2

EXHIBIT I

AMENDED PORT LAND TRANSFER AGREEMENT

PORT PERMITTED EXCEPTIONS

EXHIBIT I

TO AMENDED MISSION BAY PORT LAND TRANSFER AGREEMENT

PERMITTED EXCEPTIONS

TITLE EXCEPTIONS FOR PORT TRANSFER PARCELS PERMITTED AT INITIAL CLOSING

All of the Port Transfer Parcels will be affected by the following general Permitted Title Exceptions at Initial Closing:

- Current Taxes, a lien not yet due and payable¹
- Mello-Roos Community Facilities District (CFD-90-1 and any future special tax lien of any other Mello-Roos Community Facilities District or Districts for which Catellus casts an affirmative vote)²
- Land Transfer Agreements are not Permitted Exceptions, except as otherwise indicated
- Validating Action
- General ALTA survey related exceptions are not permitted, however, under Amended PLTA § 9 additional exceptions, based upon an ALTA Survey, may be permitted
- Restrictions required to be recorded against a Port Transfer Parcel for the benefit of the RWQCB pursuant to an approved RMP
- Leases or Occupancy Agreements on Port Leasehold Parcels as further described in §1.58(viii) of the Amended PLTA
- South OPA and its exhibits, including the South OPA Financing Plan
- South Redevelopment Plan
- New exceptions pursuant to Amended PLTA § 9.5
- Easements and/or reservations contemplated by Amended PLTA §5.1.3(b)
- Unrecorded leases³

¹ As for those Port Transfer Parcels which are also Trust Parcels, this exception may be deleted if the Title Company agrees to delete it prior to Closing.

² As for those Port Transfer Parcels which are also Trust Parcels, this exception may be deleted if the Title Company agrees to delete it prior to Closing.

³ Leases entered into by Catellus as shown on a Catellus certified rent roll are general Permitted Exceptions. City and Port shall provide, prior to Closing, a certified rent roll showing no leases affecting the parcels, except as to the specific leases shown herein as Permitted Exceptions.

- Matters disclosed by the Record of Survey, if any, as listed in the applicable preliminary title reports for each parcel listed below
- Rights of the following parties confirmed by judgments in the City McEnerney actions:⁴ Catellus Development Corporation, the City and County of San Francisco, the Peninsula Corridors Joint Powers Board, the Union Pacific Railroad, Pacific Bell and P.G.&E.
- Exceptions created by documents to be recorded at the close of escrow pursuant to the Amended CLTA, the Amended PLTA and the Amended ACTPT.

In addition, the Port Transfer parcels will be subject to the specific Permitted Exceptions set forth below at closing: the number shown for each exception corresponds to the number for the exception set forth in the applicable preliminary title report.

PARCEL NO. ⁵	LOCATION/TITLE REPORT	PERMITTED EXCEPTIONS	UNPERMITTED EXCEPTIONS
1	Portion east of Fourth Street and south of Port Line of Jurisdiction. (Stewart Title Company Preliminary Title Report PLTA 1, dated April 1, 1998)	4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 13 Amended CLTA 15 Amended ACPT 16 Catellus reservation in quitclaim 20 Lease to China Basin Ballpark Company 21 Rights of Public in Public Streets Amended PLTA	14 PALO 18-19 McEnerney Actions 22 Unrecorded leases

⁴ This general exception will be replaced by specific exceptions on a parcel by parcel basis prior to Closing. Rights of any other parties confirmed in the McEnerney Actions will be treated as permitted or unpermitted exceptions in the manner provided for in amended PLTA Section 9.5.

⁵ Parcel No. as indicated on Exhibit K-1 to the Amended PLTA.

PARCEL NO. ⁵	LOCATION/TITLE REPORT	PERMITTED EXCEPTIONS	UNPERMITTED EXCEPTIONS
2 & 20	(2) generally triangle shaped portion east of the intersection of Third and Fourth Streets; (20) Portion along the edge of Fourth Street south of the Intersection of Third and Fourth Street. (Stewart Title Company Preliminary Title Report PLTA 2 & 20, dated April 1, 1998)	4 Public Trust Land not Tide and Submerged Land ⁶ 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 13 Amended CLTA 15 Amended ACTPT (Parcel 2 only) 16 Catellus reservation in quitclaim (Parcel 20 only) 20 Right of Public in Public Street (Parcel 20 only) 21 Abutters rights of Catellus (Parcel 20 only) Amended PLTA (Parcel 2 only)	14 PALO 18-19 McEnerney Action 22 Unrecorded Leases
3	(3) portion east of parcel 19 and west of Terry Francois Boulevard. (Stewart Title Company Preliminary Title Report PLTA 3, dated April 1, 1998)	4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 13 Amended CLTA 15 Amended ACTPT 16 Catellus Reservation in Quitclaim	14 PALO 17 City Water Main Easement 18 Conditions of Water Main Easement 20-21 McEnerney Action 22 Rights of Public in Public Streets 23 Easement Rights of Catellus 24 Unrecorded Leases

⁶ Public Trust exceptions 4-11 are Permitted Exceptions as to Parcel 2 only.

PARCEL NO. ⁵	LOCATION/TITLE REPORT	PERMITTED EXCEPTIONS	UNPERMITTED EXCEPTIONS
4 & 5	(4) A portion of Illinois Street north of Former Merrimac Street; (5) northern portion of former Michigan Street and a portion of current and former Fourth Street. (Stewart Title Company Preliminary Title Report PLTA 4 & 5, dated April 1, 1998)	<ul style="list-style-type: none"> 4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 13 Amended CLTA 15 Amended ACTPT 16 Catellus Reservation in Quitclaim 20 Rights of Public in Public Streets 21 Abutters Rights of Catellus Catellus Lease (Parcel No. 5 only) Amended PLTA 	<ul style="list-style-type: none"> 14 PALO 18-19 McEnerney Action 22 Unrecorded Leases

PARCEL NO. ⁵	LOCATION/TITLE REPORT	PERMITTED EXCEPTIONS	UNPERMITTED EXCEPTIONS
6 & 9	(6) A portion of Former Alameda Street with small portions extending along the eastern edge of Former Georgia Street and south along the western edge of Terry François Boulevard, (9) the easternmost portion of Former El Dorado Street and extending south along the edge of Terry François Boulevard. (Stewart Title Company Preliminary Title Report PLTA 6 & 9, dated April 1, 1998)	<ul style="list-style-type: none"> 4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 13 Amended CLTA 15 Amended ACTPT 16 Catellus Reservations in Quitclaim 20 Rights of the Public in a Public Street 21 Abutters Rights of Catellus Catellus Lease Amended PLTA 	<ul style="list-style-type: none"> 14 PALO 18-19 McEnerney Action 22 Unrecorded Leases
7	Portion southwest of intersection of 16th Street and Terry Francois Boulevard. (Stewart Title Company Preliminary Title Report PLTA 7, dated April 1, 1998)	<ul style="list-style-type: none"> 4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 13 Amended CLTA 15 Amended ACTPT 16 Catellus Reservations in Quitclaim 18 Union Oil deed mineral rights reservation Amended PLTA 	<ul style="list-style-type: none"> 14 PALO 19 Unrecorded Leases

PARCEL NO. ⁵	LOCATION/TITLE REPORT	PERMITTED EXCEPTIONS	UNPERMITTED EXCEPTIONS
8	A portion extending northeast from the intersection of Mariposa Street, Illinois Street, and Terry Francois Boulevard. (Stewart Title Company Preliminary Title Report PLTA 8, dated April 1, 1998)	<ul style="list-style-type: none"> 4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 13 Amended CLTA 15 Amended ACTPT 16 Catellus Reservations in Quitclaim Union Oil Deed mineral rights reservation Amended PLTA 	<ul style="list-style-type: none"> 14 PALO 18 Unrecorded Leases
10	A portion extending south of Former El Dorado Street, including said street, and Portions of Illinois, Former Michigan and Former Georgia Street. (Stewart Title Company Preliminary Title Report PLTA 10, dated April 1, 1998)	<ul style="list-style-type: none"> 16 Catellus reservations in Quitclaim 21 Abutters rights of Catellus Acknowledgement re: Affected Area 	<ul style="list-style-type: none"> 4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 14 PALO 18-19 McEnerney Action 20 Rights of Public in Public Street 22 Unrecorded Leases

PARCEL NO. ⁵	LOCATION/TITLE REPORT	PERMITTED EXCEPTIONS	UNPERMITTED EXCEPTIONS
11 & 12	(11) Portion consisting of the eastern section of Illinois Street north of Mariposa Street, (12) portion consisting of eastern portion of Illinois Street south of 16th Street. (Stewart Title Company Preliminary Title Report PLTA 11 & 12, dated April 1, 1998)	13 Amended City Land Transfer Agreement ⁷ 15 Amended Agreement Concerning the Public Trust 16 Catellus reservations in quitclaim 20 Right of Public in Public Street 21 Easement Rights of owner's abutting Public Streets Amended PLTA	4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 14 PALO 18-19 McEnerney Action 22 Unrecorded Leases
13 & 14	(13) Portion consisting of the western edge of Illinois Street North of Mariposa Street; (14) portion consisting of the western edge of Illinois Street south of 16th Street. (Stewart Title Company Preliminary Title Report PLTA 13 & 14, dated April 1, 1998)	16 Catellus Reservation in Quitclaim 21 Abutters Rights of Catellus	4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 14 PALO 18-19 McEnerney Action 20 Rights of Public in Public Streets 22 Unrecorded Leases

⁷ Exceptions 13, 15, 20, 21 and the Amended PLTA are permitted at Initial Closing but not permitted at Final Closing.

PARCEL NO. ⁵	LOCATION/TITLE REPORT	PERMITTED EXCEPTIONS	UNPERMITTED EXCEPTIONS
15 & 16	(15) Portion of Fourth Street east of the intersection of Third and Fourth Street; (16) Portion east of parcel 15, west of Terry Francois Boulevard. (Stewart Title Company Preliminary Title Report PLTA 15 & 16, dated April 1, 1998)	16 Catellus Reservation in quitclaim 21 Abutters rights of Catellus Acknowledgement re: Affected Area (Parcel No. 16 only)	4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 14 PALO 18-19 McEnerney Action 20 Rights of Public in Public Street 22 Unrecorded Leases
17 & 18	(17) Portion of Former Alameda Street and Illinois, Former Michigan and Former Georgia Street south of Former Alameda Street, (18) Portion of Illinois Street extending south from Former Merrimac Street. (Stewart Title Company Preliminary Title Report PLTA 17 & 18, dated April 1, 1998)	16 Catellus Reservation in Quitclaim 21 Abutters Rights of Catellus Acknowledgement re: Affected Area	4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 14 PALO 18-19 McEnerney Action 20 Rights of Public in Public Streets 22 Unrecorded Leases

PARCEL NO. ⁵	LOCATION/TITLE REPORT	PERMITTED EXCEPTIONS	UNPERMITTED EXCEPTIONS
19	(19) Portions of Illinois and Fourth Streets extending south and east of the intersection of Fourth and Illinois Streets. (Stewart Title Company Preliminary Title Report PLTA 19, dated April 1, 1998)	16 Catellus Reservation in Quitclaim 17 City Water Main Easement 18 Conditions of Water Main Easement 23 Abutters Rights of Catellus Acknowledgement re: Affected Area	4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 14 PALO 20-21 McEnerney Action 22 Rights of Public in Public Streets 24 Unrecorded Leases

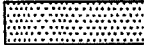

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As of 10/04/98

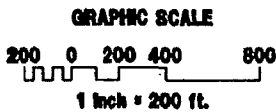
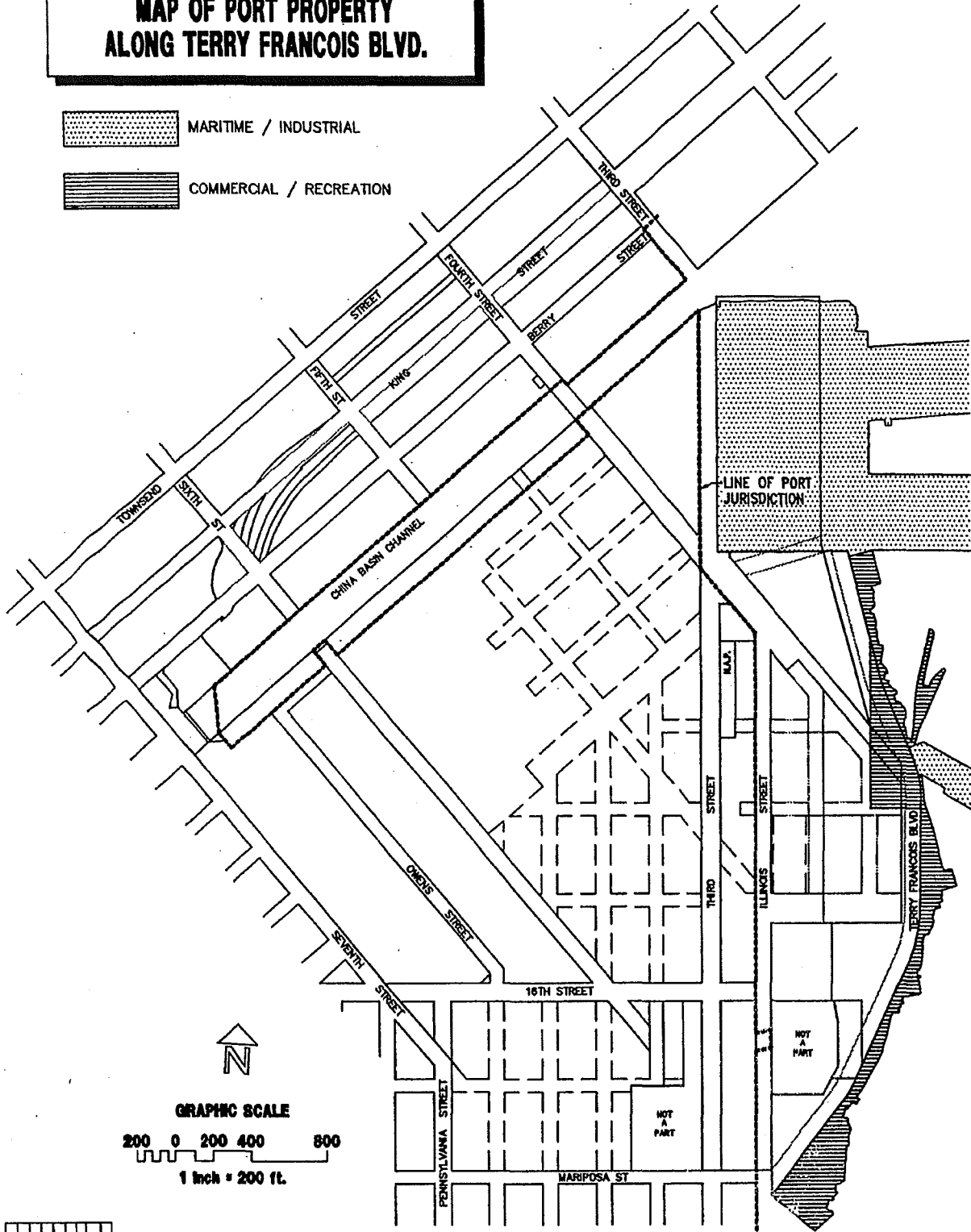
EXHIBIT J

AMENDED PORT LAND TRANSFER AGREEMENT

MAP OF PORT PROPERTY ALONG TERRY FRANÇOIS BOULEVARD

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF PORT PROPERTY
ALONG TERRY FRANCOIS BLVD.**

-  MARITIME / INDUSTRIAL
-  COMMERCIAL / RECREATION



97.0496 / L PLTA-J



**EXHIBIT J
SHEET 1 OF 1**

8/20/98

EXHIBIT K

AMENDED PORT LAND TRANSFER AGREEMENT
LEGAL DESCRIPTION OF PORT TRANSFER PARCELS

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 1
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

BEGINNING AT THE INTERSECTION OF THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE "MISSION BAY PROJECT BOUNDARY"; THENCE ALONG SAID "MISSION BAY PROJECT BOUNDARY" THE FOLLOWING COURSES: NORTH 86°49'04" EAST 384.93 FEET, NORTH 17°34'00" WEST 2.58 FEET AND NORTH 86°49'04" EAST 183.15 FEET; THENCE LEAVING SAID "MISSION BAY PROJECT BOUNDARY" SOUTH 17°50'32" EAST 28.81 FEET; THENCE SOUTH 86°49'04" WEST 574.73 FEET TO SAID NORTHERLY PROLONGATION OF SAID EASTERLY LINE OF THIRD STREET; THENCE ALONG SAID NORTHERLY PROLONGATION NORTH 3°10'56" WEST 25.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,958 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 2
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE); THENCE NORTH $34^{\circ}55'03''$ EAST 535.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $03^{\circ}10'56''$ EAST 275.00 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 74.10 FEET; THENCE NORTH $17^{\circ}50'32''$ WEST 284.25 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 2.16 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 10,485 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 3
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE); THENCE NORTH 75°05'08" EAST 407.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 03°10'56" EAST 275.00 FEET; THENCE NORTH 86°49'04" EAST 81.18 FEET ; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 104°39'36", AN ARC OF DISTANCE 18.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 17°50'32" WEST 271.30 FEET; THENCE SOUTH 86°49'04" WEST 22.20 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 15,957 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 4
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE NORTHERLY LINE OF MERRIMAC STREET (66.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF ILLINOIS STREET SOUTH 03°10'56" EAST 7.00 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 86°49'04" EAST 254.88 FEET; THENCE NORTH 03°10'56" WEST 7.00 FEET TO THE NORTHERLY LINE OF FORMER MERRIMAC STREET (66.00 FEET WIDE); THENCE ALONG LAST SAID NORTHERLY LINE SOUTH 86°49'04" WEST 174.87 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE NORTH 03°10'56" WEST 124.25 FEET; THENCE LEAVING SAID EASTERLY LINE SOUTH 86°49'04" WEST 80.00 TO THE WESTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 03°10'56" EAST 124.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,724 SQUARE FEET MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 5
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FORMER MICHIGAN STREET (80.00 FEET WIDE) WITH THE NORTHERLY LINE OF FORMER MERRIMAC STREET (66.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF FORMER MERRIMAC STREET SOUTH $86^{\circ}49'04''$ WEST 1.12 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY LINE SOUTH $03^{\circ}10'56''$ EAST 7.00 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 249.83 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 65.62 FEET, THROUGH A CENTRAL ANGLE OF $180^{\circ}00'00''$, AN ARC DISTANCE OF 206.15 FEET TO A POINT OF TANGENCY; THENCE SOUTH $86^{\circ}49'04''$ WEST 249.83; THENCE SOUTH $03^{\circ}10'56''$ EAST 124.25 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 39,555 SQUARE FEET MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 6
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FORMER GEORGIA STREET (80.00 FEET WIDE) WITH THE NORTHERLY LINE OF FORMER EL DORADO STREET (150.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF FORMER EL DORADO STREET NORTH $86^{\circ}49'04''$ EAST 130.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 19.06 FEET; THENCE NORTH $02^{\circ}09'57''$ WEST 3.89 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 198.75 FEET; THENCE NORTH $02^{\circ}19'47''$ WEST 231.70 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 186.11 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 415.94 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 22.01 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY; THENCE SOUTH $03^{\circ}10'56''$ EAST 465.84 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 45.55 FEET TO SAID EASTERLY LINE OF FORMER GEORGIA STREET; THENCE ALONG SAID EASTERLY LINE NORTH $03^{\circ}10'56''$ WEST 25.59 FEET TO THE SOUTHERLY LINE OF FORMER ALAMEDA STREET (66.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 130.00 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH $03^{\circ}10'56''$ EAST 400.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 20,913 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND

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EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED
AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333,
STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE
TERMS AND PROVISIONS SET FORTH THEREIN.

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REVISED: 8/5/98, 9/25/98, 10/13/98, 10/28/98
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EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 7
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) WITH THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF SIXTEENTH STREET NORTH $86^{\circ}49'04''$ EAST 335.00 FEET TO THE TRUE POINT OF BEGINNING; SAID POINT BEING THE NORTHEASTERLY CORNER OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN DEED TO ESPRIT DE CORP, A CALIFORNIA CORPORATION, RECORDED ON JULY 12, 1988, ON REEL E634 AT IMAGE 1334, DOCUMENT NO. E203992, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL ONE SOUTH $14^{\circ}29'32''$ EAST 107.07 FEET; THENCE SOUTH $03^{\circ}10'56''$ EAST 232.00 FEET; THENCE SOUTH $26^{\circ}50'57''$ WEST 72.77 FEET TO THE MOST EASTERLY CORNER OF PARCEL TWO AS DESCRIBED IN SAID DEED; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL TWO SOUTH $26^{\circ}50'57''$ WEST 92.41 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 11.59 FEET; THENCE NORTH $35^{\circ}06'05''$ EAST 34.79 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 344.00 FEET, THROUGH A CENTRAL ANGLE OF $12^{\circ}49'53''$, AN ARC DISTANCE OF 77.04 FEET TO A POINT OF TANGENCY; THENCE NORTH $22^{\circ}16'12''$ EAST 413.20 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF $115^{\circ}27'08''$, AN ARC DISTANCE OF 20.15 FEET TO A POINT OF TANGENCY, SAID POINT BEING ON THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE SOUTH $86^{\circ}49'04''$ WEST 180.61 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 35,765 SQUARE FEET, MORE OR LESS.

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EXCEPTING THEREFROM ALL OIL, GAS, GAS SHALE, OIL SHALE, COAL, PHOSPHATE, SODIUM, GOLD, SILVER, AND ALL OTHER MINERAL DEPOSITS TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE SUCH DEPOSITS BUT NOT INCLUDING ANY RIGHT TO OCCUPY OR USE THE SURFACE OF THE LAND OR ANY PART THEREOF AS EXCEPTED AND RESERVED BY UNION OIL COMPANY OF CALIFORNIA IN THE DEED TO THE STATE OF CALIFORNIA DATED OCTOBER 14, 1953 AND RECORDED DECEMBER 3, 1953 IN BOOK 6276 OF OFFICIAL RECORDS PAGE 519, SERIES C33806, CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 8
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF MARIPOSA STREET (66.00 FEET WIDE) WITH THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE NORTHERLY ALONG SAID EASTERLY LINE OF ILLINOIS STREET NORTH 03°10'56" WEST 25.10 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 35°06'05" EAST 459.88 FEET; THENCE ALONG THE SOUTHERLY LINE OF PARCEL TWO AS DESCRIBED IN THAT CERTAIN DEED TO ESPRIT DE CORP, A CALIFORNIA CORPORATION, RECORDED ON JULY 12, 1988, ON REEL E634 AT IMAGE 1334, DOCUMENT NO. E203992, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO SOUTH 86°49'04" WEST 284.92 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG EASTERLY LINE OF SAID ILLINOIS STREET SOUTH 03°10'56" EAST 360.98 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 51,425 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 9
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FORMER GEORGIA STREET (80.00 FEET WIDE) WITH THE NORTHERLY LINE OF FORMER EL DORADO STREET (150.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF FORMER EL DORADO STREET NORTH $86^{\circ}49'04''$ EAST 44.46 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY LINE SOUTH $03^{\circ}10'56''$ EAST 323.91 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 90.01 FEET; THENCE SOUTH $03^{\circ}10'56''$ EAST 132.09 FEET TO THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 77.55 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH $22^{\circ}16'12''$ EAST 163.74 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 260.00 FEET, THROUGH A CENTRAL ANGLE OF $12^{\circ}28'00''$, AN ARC DISTANCE OF 56.57 FEET TO A POINT OF TANGENCY; THENCE NORTH $09^{\circ}48'12''$ EAST 86.42 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 260.00 FEET, THROUGH A CENTRAL ANGLE OF $11^{\circ}58'09''$, AN ARC DISTANCE OF 54.31 FEET TO A POINT OF TANGENCY; THENCE NORTH $02^{\circ}09'57''$ WEST 116.84 FEET TO SAID NORTHERLY LINE OF EL DORADO STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH $86^{\circ}49'04''$ WEST 104.59 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 43,637 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF

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INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND
EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED
AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333,
STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE
TERMS AND PROVISIONS SET FORTH THEREIN.

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REVISED: 8/5/98, 9/25/98, 10/28/98
PREPARED BY KCA ENGINEERS
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EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 10
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) WITH THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF SIXTEENTH STREET NORTH $86^{\circ}49'04''$ EAST 594.45 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH $03^{\circ}10'56''$ WEST 132.09 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 90.01 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 323.91 FEET TO THE NORTHERLY LINE OF FORMER EL DORADO STREET (150.00 FEET WIDE); THENCE ALONG LAST SAID NORTHERLY LINE SOUTH $86^{\circ}49'04''$ WEST 44.46 FEET TO THE EASTERLY LINE OF FORMER GEORGIA STREET (80.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE NORTH $03^{\circ}10'56''$ WEST 162.75 FEET; THENCE LEAVING SAID EASTERLY LINE SOUTH $86^{\circ}49'04''$ WEST 80.00 FEET TO THE WESTERLY LINE OF FORMER GEORGIA STREET; THENCE ALONG LAST SAID WESTERLY LINE SOUTH $03^{\circ}10'56''$ EAST 162.75 FEET TO SAID NORTHERLY LINE OF FORMER EL DORADO STREET; THENCE ALONG LAST SAID NORTHERLY LINE SOUTH $86^{\circ}49'04''$ WEST 200.00 FEET TO THE EASTERLY LINE OF FORMER MICHIGAN STREET (80.00 FEET WIDE); THENCE ALONG LAST SAID EASTERLY LINE NORTH $03^{\circ}10'56''$ WEST 162.75 FEET; THENCE LEAVING LAST SAID EASTERLY LINE SOUTH $86^{\circ}49'04''$ WEST 80.00 FEET TO THE WESTERLY LINE OF FORMER MICHIGAN STREET; THENCE ALONG LAST SAID WESTERLY LINE SOUTH $03^{\circ}10'56''$ EAST 162.75 FEET TO SAID NORTHERLY LINE OF FORMER EL DORADO STREET; THENCE ALONG LAST SAID NORTHERLY LINE SOUTH $86^{\circ}49'04''$ WEST 200.00 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG LAST SAID EASTERLY LINE NORTH $03^{\circ}10'56''$ WEST 162.75 FEET; THENCE LEAVING LAST SAID EASTERLY LINE SOUTH $86^{\circ}49'04''$ WEST 80.00 FEET TO SAID WESTERLY LINE OF ILLINOIS STREET; THENCE ALONG LAST SAID WESTERLY LINE SOUTH $03^{\circ}10'56''$ EAST 618.75 FEET TO THE POINT OF BEGINNING.

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REVISED: 8/5/98, 10/28/98
PREPARED BY KCA ENGINEERS
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CONTAINING 339,285 SQUARE FEET, MORE OR LESS

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 11
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF MARIPOSA STREET (66.00 FEET WIDE) WITH THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE SOUTH 86°49'04" WEST 61.00 FEET; THENCE NORTH 03°10'56" WEST 610.03 FEET TO THE SOUTHERLY LINE OF THE LAST NATURAL ORDINARY HIGH WATER MARK OF THE SAN FRANCISCO BAY AS SET FORTH IN THE DESCRIPTIVE NOTES AND PLAT OF SURVEY PREPARED BY G. F. ALLARDT FOR THE BOARD OF TIDE LANDS COMMISSIONERS, UNDER THE AUTHORITY OF THE ACT OF MARCH 30, 1868 (STATS 1867-68 CHAPTER DXLIII, PAGE 716) AND AS ALSO SET FORTH IN THE PATENT FROM THE UNITED STATES OF AMERICA TO THE CITY AND COUNTY OF SAN FRANCISCO DATED JANUARY 20, 1884 AND RECORDED OCTOBER 14, 1908, IN BOOK 1 OF PATENTS, PAGE 12, INSTRUMENT NO. J16832, RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, SAID HIGH WATER MARK, ALSO SOMETIMES REFERRED TO AS THE LINE OF SEGREGATION BETWEEN THE FORMER SALT MARSH AND TIDELANDS OF THE STATE OF CALIFORNIA AND THE RANCHO POTRERO NUEVO, AS THE SAME IS SET FORTH AND DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF LANDS TRANSFERRED IN TRUST TO THE CITY AND COUNTY OF SAN FRANCISCO", SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, FILED IN BOOK W OF MAPS, AT PAGES 66 THROUGH 72, IN THE CITY AND COUNTY OF SAN FRANCISCO RECORDER'S OFFICE, A COPY OF WHICH WAS RECORDED MAY 14, 1976, IN OFFICIAL RECORDS OF CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AT INSTRUMENT NO. Y88209, AND REFERRED TO THEREIN AS THE PUEBLO LINE OF 1883, AND ALSO LYING NORTHERLY FROM THE NORTHERLY LINE OF POTRERO NUEVO BLOCK NO. 315; THENCE ALONG SAID SOUTHERLY LINE NORTH 73°49'04" EAST 62.60 FEET TO SAID EASTERLY LINE OF ILLINOIS

STREET; THENCE ALONG SAID EASTERLY LINE SOUTH 03°10'56" EAST 624.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 37,641 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 12
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) WITH THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE SOUTH $03^{\circ}10'56''$ EAST 150.33 FEET TO THE NORTHERLY LINE OF THE LAST NATURAL ORDINARY HIGH WATER MARK OF THE SAN FRANCISCO BAY AS SET FORTH IN THE DESCRIPTIVE NOTES AND PLAT OF SURVEY PREPARED BY G. F. ALLARDT FOR THE BOARD OF TIDE LANDS COMMISSIONERS, UNDER THE AUTHORITY OF THE ACT OF MARCH 30, 1868 (STATS 1867-68 CHAPTER DXLIII, PAGE 716) AND AS ALSO SET FORTH IN THE PATENT FROM THE UNITED STATES OF AMERICA TO THE CITY AND COUNTY OF SAN FRANCISCO DATED JANUARY 20, 1884 AND RECORDED OCTOBER 14, 1908, IN BOOK 1 OF PATENTS, PAGE 12, INSTRUMENT NO. J16832, RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, SAID HIGH WATER MARK, ALSO SOMETIMES REFERRED TO AS THE LINE OF SEGREGATION BETWEEN THE FORMER SALT MARSH AND TIDELANDS OF THE STATE OF CALIFORNIA AND THE RANCHO POTRERO NUEVO, AS THE SAME IS SET FORTH AND DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF LANDS TRANSFERRED IN TRUST TO THE CITY AND COUNTY OF SAN FRANCISCO", SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, FILED IN BOOK W OF MAPS, AT PAGES 66 THROUGH 72, IN THE CITY AND COUNTY OF SAN FRANCISCO RECORDER'S OFFICE, A COPY OF WHICH WAS RECORDED MAY 14, 1976, IN OFFICIAL RECORDS OF CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AT INSTRUMENT NO. Y88209, AND REFERRED TO THEREIN AS THE PUEBLO LINE OF 1883, AND ALSO LYING NORTHERLY FROM THE NORTHERLY LINE OF POTRERO NUEVO BLOCK NO. 315; THENCE ALONG SAID NORTHERLY LINE SOUTH $73^{\circ}34'04''$ WEST 62.67 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 164.70 FEET TO SAID SOUTHERLY LINE OF SIXTEENTH STREET; THENCE ALONG SAID SOUTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 61.00 FEET TO THE POINT OF BEGINNING.

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REVISED: 8/5/98, 10/13/98, 10/28/98
PREPARED BY KCA ENGINEERS
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CONTAINING 9,608 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 13
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF MARIPOSA STREET (66.00 FEET WIDE) WITH THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE NORTH 86°49'04" EAST 19.00 FEET; THENCE NORTH 03°10'56" WEST 610.03 FEET TO THE SOUTHERLY LINE OF THE LAST NATURAL ORDINARY HIGH WATER MARK OF THE SAN FRANCISCO BAY AS SET FORTH IN THE DESCRIPTIVE NOTES AND PLAT OF SURVEY PREPARED BY G. F. ALLARDT FOR THE BOARD OF TIDE LANDS COMMISSIONERS, UNDER THE AUTHORITY OF THE ACT OF MARCH 30, 1868 (STATS 1867-68 CHAPTER DXLIII, PAGE 716) AND AS ALSO SET FORTH IN THE PATENT FROM THE UNITED STATES OF AMERICA TO THE CITY AND COUNTY OF SAN FRANCISCO DATED JANUARY 20, 1884 AND RECORDED OCTOBER 14, 1908, IN BOOK 1 OF PATENTS, PAGE 12, INSTRUMENT NO. J16832, RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, SAID HIGH WATER MARK, ALSO SOMETIMES REFERRED TO AS THE LINE OF SEGREGATION BETWEEN THE FORMER SALT MARSH AND TIDELANDS OF THE STATE OF CALIFORNIA AND THE RANCHO POTRERO NUEVO, AS THE SAME IS SET FORTH AND DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF LANDS TRANSFERRED IN TRUST TO THE CITY AND COUNTY OF SAN FRANCISCO", SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, FILED IN BOOK W OF MAPS, AT PAGES 66 THROUGH 72, IN THE CITY AND COUNTY OF SAN FRANCISCO RECORDER'S OFFICE, A COPY OF WHICH WAS RECORDED MAY 14, 1976, IN OFFICIAL RECORDS OF CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AT INSTRUMENT NO. Y88209, AND REFERRED TO THEREIN AS THE PUEBLO LINE OF 1883, AND ALSO LYING NORTHERLY FROM THE NORTHERLY LINE OF POTRERO NUEVO BLOCK NO. 315; THENCE ALONG SAID SOUTHERLY LINE SOUTH 73°49'04" WEST 19.50 FEET TO SAID WESTERLY LINE OF ILLINOIS

STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 03°10'56" EAST 605.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,549 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 14
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) WITH THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE SOUTH 03°10'56" EAST 169.17 FEET TO THE NORTHERLY LINE OF THE LAST NATURAL ORDINARY HIGH WATER MARK OF THE SAN FRANCISCO BAY AS SET FORTH IN THE DESCRIPTIVE NOTES AND PLAT OF SURVEY PREPARED BY G. F. ALLARDT FOR THE BOARD OF TIDE LANDS COMMISSIONERS, UNDER THE AUTHORITY OF THE ACT OF MARCH 30, 1868 (STATS 1867-68 CHAPTER DXLIII, PAGE 716) AND AS ALSO SET FORTH IN THE PATENT FROM THE UNITED STATES OF AMERICA TO THE CITY AND COUNTY OF SAN FRANCISCO DATED JANUARY 20, 1884 AND RECORDED OCTOBER 14, 1908, IN BOOK 1 OF PATENTS, PAGE 12, INSTRUMENT NO. J16832, RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, SAID HIGH WATER MARK, ALSO SOMETIMES REFERRED TO AS THE LINE OF SEGREGATION BETWEEN THE FORMER SALT MARSH AND TIDELANDS OF THE STATE OF CALIFORNIA AND THE RANCHO POTRERO NUEVO, AS THE SAME IS SET FORTH AND DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF LANDS TRANSFERRED IN TRUST TO THE CITY AND COUNTY OF SAN FRANCISCO", SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, FILED IN BOOK W OF MAPS, AT PAGES 66 THROUGH 72, IN THE CITY AND COUNTY OF SAN FRANCISCO RECORDER'S OFFICE, A COPY OF WHICH WAS RECORDED MAY 14, 1976, IN OFFICIAL RECORDS OF CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AT INSTRUMENT NO. Y88209, AND REFERRED TO THEREIN AS THE PUEBLO LINE OF 1883, AND ALSO LYING NORTHERLY FROM THE NORTHERLY LINE OF POTRERO NUEVO BLOCK NO. 315; THENCE ALONG SAID NORTHERLY LINE NORTH 73°34'04" EAST 19.52 FEET; THENCE NORTH 03°10'56" WEST 164.70 FEET TO SAID SOUTHERLY LINE OF SIXTEENTH STREET; THENCE ALONG SAID SOUTHERLY LINE SOUTH 86°49'04" WEST 19.00 FEET TO THE POINT OF BEGINNING.

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REVISED: 8/5/98, 10/13/98, 10/28/98
PREPARED BY KCA ENGINEERS
6/29/98 JOB NO. 1936
AB
S:\...PLTA_K1-14.DOC

CONTAINING 3,172 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 15
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE), WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE OF THIRD STREET NORTH 03° 10' 56" WEST 45.26 FEET; THENCE LEAVING SAID EASTERLY LINE NORTH 70° 49' 53" EAST 249.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 03° 10' 56" WEST 2.75 FEET; THENCE NORTH 86° 49' 04" EAST 9.60 FEET; THENCE SOUTH 70° 49' 53" WEST 9.99 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 13 SQUARE FEET MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 16
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE OF FOURTH STREET NORTH $43^{\circ}41'53''$ WEST 68.94 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH $86^{\circ}49'04''$ EAST 104.78 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $03^{\circ}10'56''$ WEST 272.75 FEET; THENCE SOUTH $70^{\circ}49'53''$ EAST 9.99 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 340.52 FEET; THENCE SOUTH $03^{\circ}10'56''$ EAST 275.00 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 350.12 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 96,270 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 17
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHERLY LINE OF FORMER ALAMEDA STREET (66.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE OF FORMER ALAMEDA STREET NORTH 86°49'04" EAST 200.00 FEET TO THE WESTERLY LINE OF FORMER MICHIGAN STREET (80.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE SOUTH 03°10'56" EAST 168.50 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 86°49'04" EAST 80.00 FEET TO THE EASTERLY LINE OF FORMER MICHIGAN STREET; THENCE ALONG SAID EASTERLY LINE NORTH 03°10'56" WEST 168.50 FEET TO SAID SOUTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG LAST SAID SOUTHERLY LINE NORTH 86°49'04" EAST 200.00 FEET TO THE WESTERLY LINE OF FORMER GEORGIA STREET (80.00 FEET WIDE); THENCE ALONG LAST SAID WESTERLY LINE SOUTH 03°10'56" EAST 168.50 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 86°49'04" EAST 80.00 FEET TO THE EASTERLY LINE OF FORMER GEORGIA STREET; THENCE ALONG LAST SAID EASTERLY LINE NORTH 03°10'56" WEST 142.91 FEET; THENCE LEAVING SAID EASTERLY LINE SOUTH 86°49'04" WEST 45.55 FEET; THENCE NORTH 03°10'56" WEST 91.59 FEET TO THE NORTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 86°49'04" WEST 594.45 FEET TO THE WESTERLY LINE OF ILLINOIS STREET; THENCE ALONG LAST SAID WESTERLY LINE SOUTH 03°10'56" EAST 234.50 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 86°49'04" EAST 80.00 FEET TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG LAST SAID EASTERLY LINE NORTH 03°10'56" WEST 168.50 FEET TO THE POINT OF BEGINNING.

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REVISED: 8/5/98, 8/10/98, 10/28/98
PREPARED BY KCA ENGINEERS
7/27/98 JOB NO. 1936
AB
S:\...PLTA_K1-17.DOC

CONTAINING 78,508 SQUARE FEET MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 18
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE NORTHERLY LINE OF FORMER ALAMEDA STREET (66.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE OF ILLINOIS STREET NORTH $03^{\circ}10'56''$ WEST 360.00 FEET TO THE SOUTHERLY LINE OF FORMER MERRIMAC STREET (66.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 200.00 FEET TO THE WESTERLY LINE OF FORMER MICHIGAN STREET (80.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE SOUTH $03^{\circ}10'56''$ EAST 360.00 FEET TO SAID NORTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG SAID NORTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 80.00 FEET TO THE EASTERLY LINE OF FORMER MICHIGAN STREET; THENCE ALONG LAST SAID EASTERLY LINE NORTH $03^{\circ}10'56''$ WEST 360.00 FEET TO SAID SOUTHERLY LINE OF FORMER MERRIMAC STREET; THENCE ALONG LAST SAID SOUTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 76.55 FEET TO THE SOUTHWESTERLY LINE OF FORMER FOURTH STREET (150.00 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH $43^{\circ}41'53''$ EAST 190.03 FEET TO THE WESTERLY LINE OF FORMER GEORGIA STREET (80.00 FEET WIDE); THENCE ALONG LAST SAID WESTERLY LINE SOUTH $03^{\circ}10'56''$ EAST 215.53 FEET TO SAID NORTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG LAST SAID NORTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 34.45 FEET; THENCE LEAVING LAST SAID NORTHERLY LINE NORTH $03^{\circ}10'56''$ WEST 374.25 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY; THENCE SOUTH $86^{\circ}49'04''$ WEST 584.45 FEET TO THE

27 of 30

REVISED: 8/5/98, 8/10/98, 10/28/98
PREPARED BY KCA ENGINEERS
7/30/98 JOB NO. 1936
AB
S:\...PLTA_K1-18.DOC

WESTERLY LINE OF ILLINOIS STREET; THENCE ALONG LAST SAID
WESTERLY LINE SOUTH 03°10'56" EAST 384.25 FEET TO SAID
NORTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG LAST
SAID NORTHERLY LINE NORTH 86°49'04" EAST 80.00 FEET TO THE POINT
OF BEGINNING.

CONTAINING 93,314 SQUARE FEET MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS,
INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF
INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND
EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED
AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333,
STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE
TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 19
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE) WITH THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE OF FOURTH STREET SOUTH 43°41'53" EAST 252.86 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 86°49'04" EAST 234.30 FEET; THENCE NORTH 03°10'56" WEST 275.00 FEET; THENCE SOUTH 86°49'04" WEST 478.57 FEET TO THE WESTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 03°10'56" EAST 275.00 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 86°49'04" EAST 80.00 FEET TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE NORTH 03°10'56" WEST 192.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 115,818 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 20
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE OF FOURTH STREET NORTH 43°41'53" WEST 68.94 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 86°49'04" EAST 104.78 FEET; THENCE NORTH 03°10'56" WEST 275.00 FEET; THENCE SOUTH 86°49'04" WEST 240.00 FEET TO THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID NORTHERLY PROLONGATION SOUTH 03°10'56" EAST 116.77 FEET TO SAID SOUTHWESTERLY LINE OF FOURTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 43°41'53" EAST 208.13 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 55,303 SQUARE FEET, MORE OR LESS.

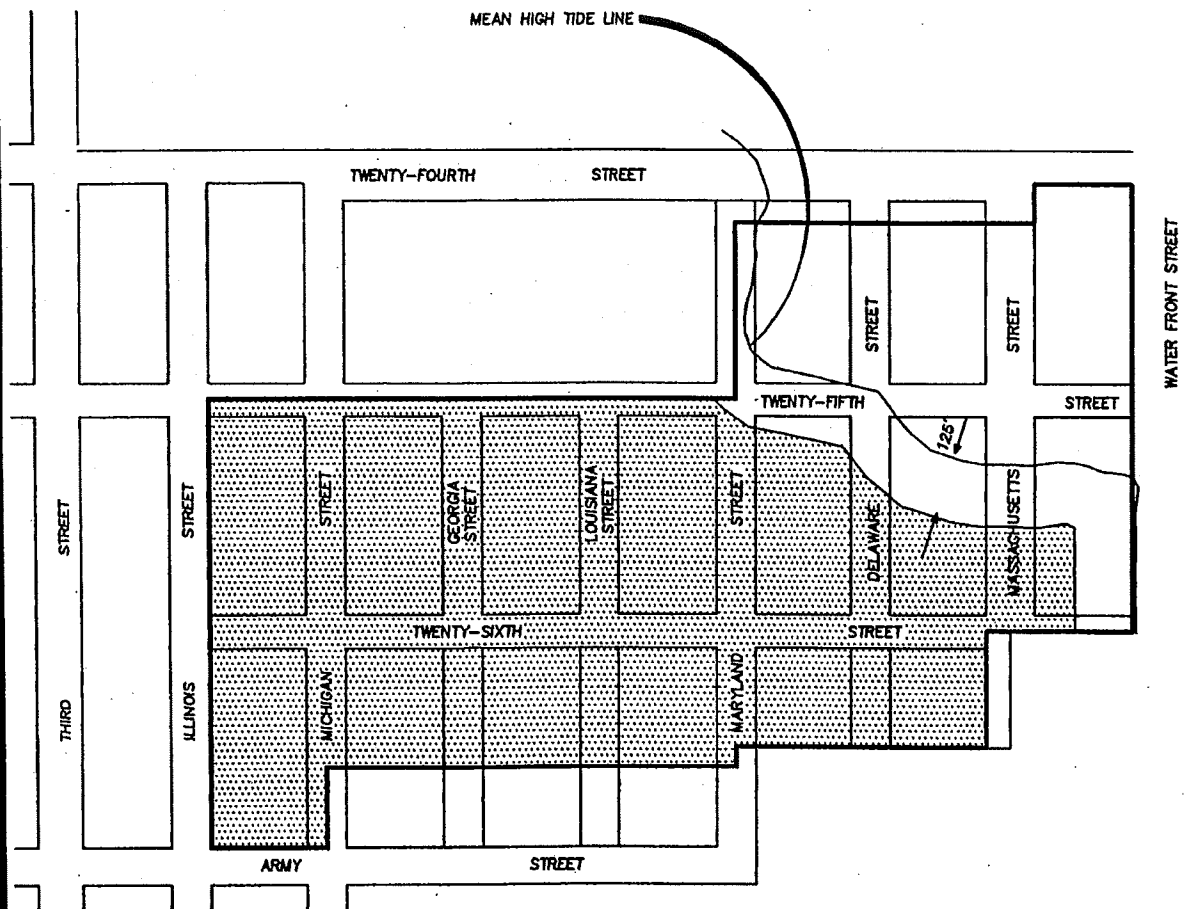
EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT O-1

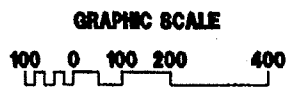
AMENDED PORT LAND TRANSFER AGREEMENT

MAP OF WESTERN PACIFIC TRANSFER PARCELS

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF WESTERN PACIFIC TRANSFER PARCEL**



98.0252 / L PLTA-01



**EXHIBIT 0-1
SHEET 1 OF 1**

8/21/98

EXHIBIT P

AMENDED PORT LAND TRANSFER AGREEMENT

QUITCLAIM OF STATE CLAIMS IN PORT TRANSFER PARCELS AND CITY
FACILITIES PARCEL

EXHIBIT P TO AMENDED PLTA

PATENT

Covers: All of Mission Bay

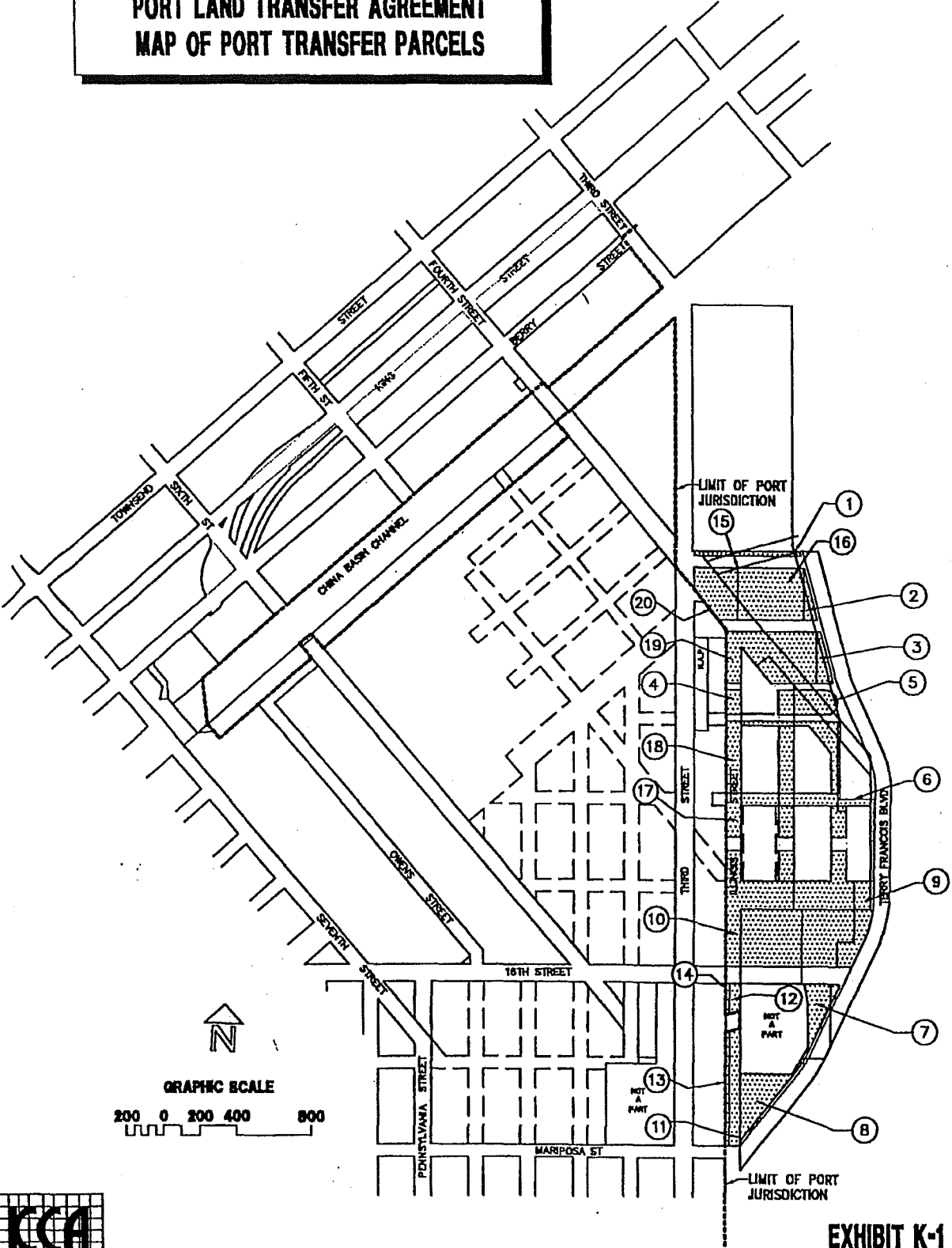
Effect: State releases all trust claims to City

EXHIBIT K-1

AMENDED PORT LAND TRANSFER AGREEMENT

MAP OF PORT TRANSFER PARCELS

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF PORT TRANSFER PARCELS**



97.0492 / L PLTA-K1



EXHIBIT K-1
SHEET 1 OF 2

8/4/98

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF PORT TRANSFER PARCELS**

LAND TRANSFER AREAS	
PARCEL NO.	AREA (acres)
1	0.34
2	0.24
3	0.37
4	0.27
5	0.91
6	0.48
7	0.82
8	1.18
9	1.00
10	7.79
11	0.86
12	0.22
13	0.27
14	0.07
15	0.00
16	2.21
17	1.80
18	2.14
19	2.66
20	1.27
TOTAL:	24.91

97.0492 / L PLTA-K1



EXHIBIT K-1
SHEET 2 OF 2

EXHIBIT L

AMENDED PORT LAND TRANSFER AGREEMENT

PRELIMINARY REPORTS

EXHIBIT L

TO AMENDED PORT LAND TRANSFER AGREEMENT

LIST OF TRANSFER PARCEL PRELIMINARY TITLE REPORTS¹

PORT TRANSFER PARCELS

PLTA 1
PLTA 2, 15, 16 & 20
PLTA 3 & 19
PLTA 4, 6, 9, 13, 14, 17, & 18
PLTA 5

PLTA 7
PLTA 8
PLTA 10
PLTA 11 & 12

WESTERN PACIFIC PROPERTY

Western Pacific Shoreline Parcel
Western Pacific Easement Parcel
Western Pacific Transfer Parcel

¹ Preliminary Title Reports are as prepared by Stewart Title Company, dated as of April 1, 1998.

EXHIBIT M

AMENDED PORT LAND TRANSFER AGREEMENT

LEGAL DESCRIPTION OF WESTERN PACIFIC EASEMENT PARCELS

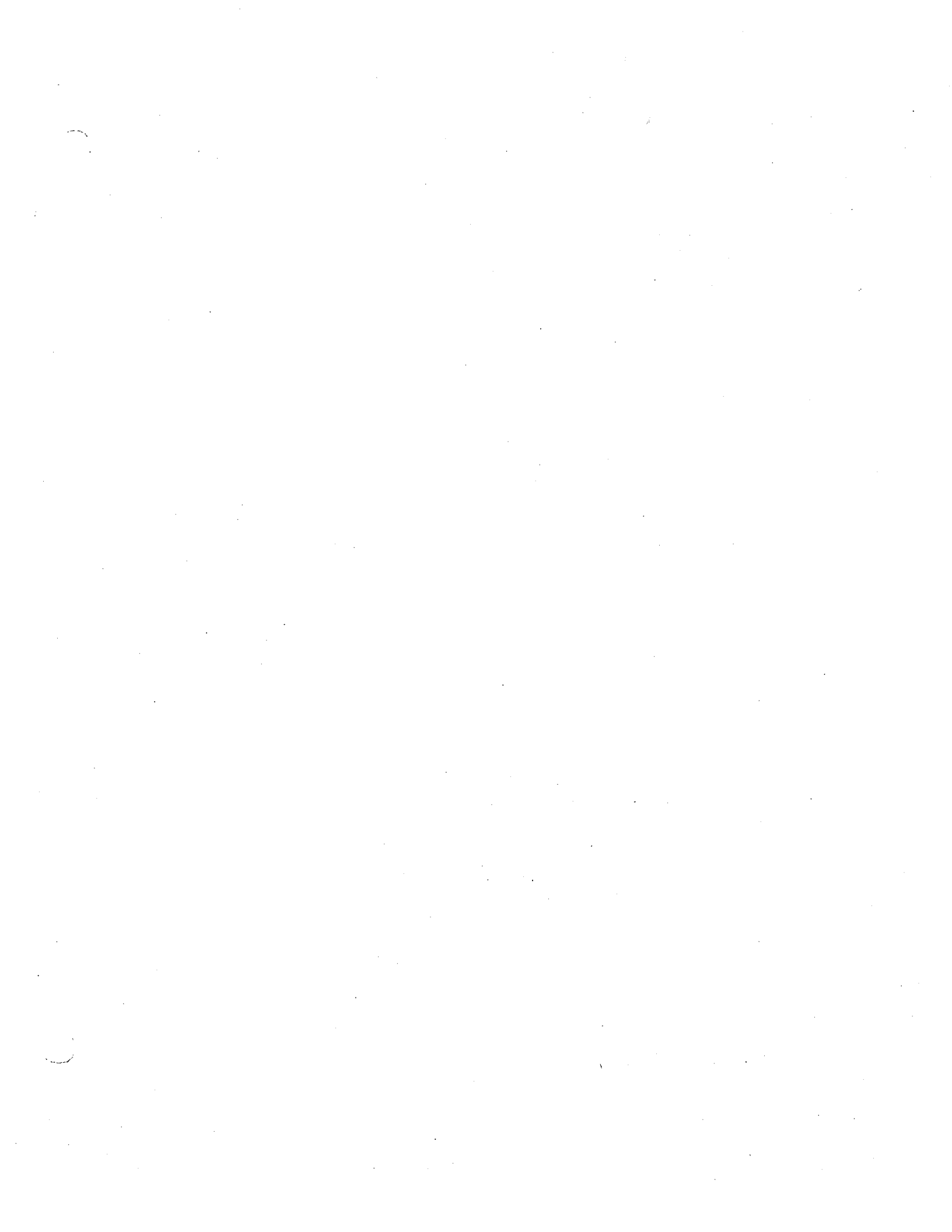


EXHIBIT M
AMENDED
PORT LAND TRANSFER AGREEMENT
WESTERN PACIFIC EASEMENT PARCEL
LEGAL DESCRIPTION

ALL OF THAT REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF WESTERN PACIFIC PROPERTY", RECORDED _____, MAP BOOK "_____" AT PAGES _____ (REEL _____, IMAGE _____), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF WATER FRONT STREET (150.00 FEET WIDE) WITH THE NORTHERLY LINE OF FORMER TWENTY-SIXTH STREET (66.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE NORTH 3°10'56" WEST 278.63 FEET TO THE PRESENT LINE OF MEAN HIGH TIDE BEING THE MEAN HIGH WATER LINE AS SURVEYED ON 7-29-98 AT AN ELEVATION OF 2.98 FEET NGVD OF 1929 AS IT APPEARS ON THE ABOVE MENTIONED RECORD OF SURVEY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PRESENT LINE OF MEAN HIGH TIDE THE FOLLOWING COURSES: NORTH 72°07'12" WEST 16.98 FEET; NORTH 87°21'35" WEST 30.66 FEET; SOUTH 89°37'27" WEST 15.04 FEET; NORTH 70°35'14" WEST 36.20 FEET; NORTH 81°19'06" WEST 24.10 FEET; SOUTH 88°04'03" WEST 37.76 FEET; SOUTH 78°35'58" WEST 44.86 FEET; SOUTH 88°29'13" WEST 59.06 FEET; SOUTH 86°57'26" WEST 41.79 FEET; NORTH 84°42'30" WEST 46.55 FEET; NORTH 75°37'57" WEST 72.99 FEET; NORTH 53°46'01" WEST 52.73 FEET; NORTH 42°58'13" WEST 44.43 FEET; NORTH 40°31'14" WEST 63.27 FEET; NORTH 80°20'15" WEST 62.29 FEET; NORTH 81°18'41" WEST 105.20 FEET; NORTH 82°35'15" WEST 58.24 FEET; NORTH 59°00'21" WEST 24.29 FEET; NORTH 49°23'20" WEST 31.73 FEET; NORTH 22°23'19" WEST 39.34 FEET; NORTH 2°41'46" WEST 27.54 FEET; NORTH 5°06'09" EAST 30.22 FEET; NORTH 15°26'32" EAST 36.13 FEET; NORTH 2°50'27" EAST 19.02 FEET; NORTH 3°51'00" EAST 43.56 FEET; NORTH 13°12'09" WEST 19.87 FEET; NORTH 4°12'19" EAST 40.67 FEET; NORTH 22°19'28" EAST 5.75 FEET TO A LINE DRAWN PARALLEL TO AND PERPENDICULARLY DISTANT SOUTHERLY 43.77 FEET FROM THE SOUTHERLY LINE OF TWENTY-FOURTH STREET (100.00 FEET WIDE) AS SHOWN ON THE CITY AND COUNTY OF SAN FRANCISCO MONUMENT MAP NO. 328; THENCE ALONG SAID LINE SO DRAWN NORTH 86°49'04" EAST 573.68 TO THE EASTERLY LINE OF MASSACHUSETTS STREET (100.00 FEET WIDE); THENCE ALONG SAID EASTERLY

LINE NORTH 3°10'56" WEST 77.77 FEET TO THE SOUTHERLY LINE OF TWENTY-FOURTH STREET (66.00 FEET WIDE); THENCE ALONG LAST SAID SOUTHERLY LINE NORTH 86°49'04" EAST 200.00 FEET TO SAID WESTERLY LINE OF WATER FRONT STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 3°10'56" EAST 587.49 FEET TO THE TRUE POINT OF BEGINNING.

BEING A PORTION OF BLOCK NO. 500; AND ALSO PORTIONS OF MARYLAND STREET, DELAWARE STREET, MASSACHUSETTS STREET AND TWENTY-FIFTH STREET, ALL AS DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF GOLDEN CITY HOMESTEAD ASSOCIATION", RECORDED ON DECEMBER 12, 1865 IN MAP BOOKS "C" AND "D", AT PAGES 20 AND 21, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.

ALSO BEING ENTIRE BLOCK NO. 508; AND PORTIONS OF BLOCK NOS: 492, 501, AND 509, OF THE POTRERO NUEVO.

CONTAINING 341,914 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM THOSE PORTIONS OF THE ABOVE DESCRIBED REAL PROPERTY CONVEYED BY CATELLUS DEVELOPMENT CORPORATION TO THE CITY OF SAN FRANCISCO IN THAT CERTAIN DEED RECORDED APRIL 4, 1995, IN REEL G352, IMAGE 0252, INSTRUMENT NO. F775711, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXHIBIT M-1

AMENDED PORT LAND TRANSFER AGREEMENT

MAP OF WESTERN PACIFIC EASEMENT PARCELS

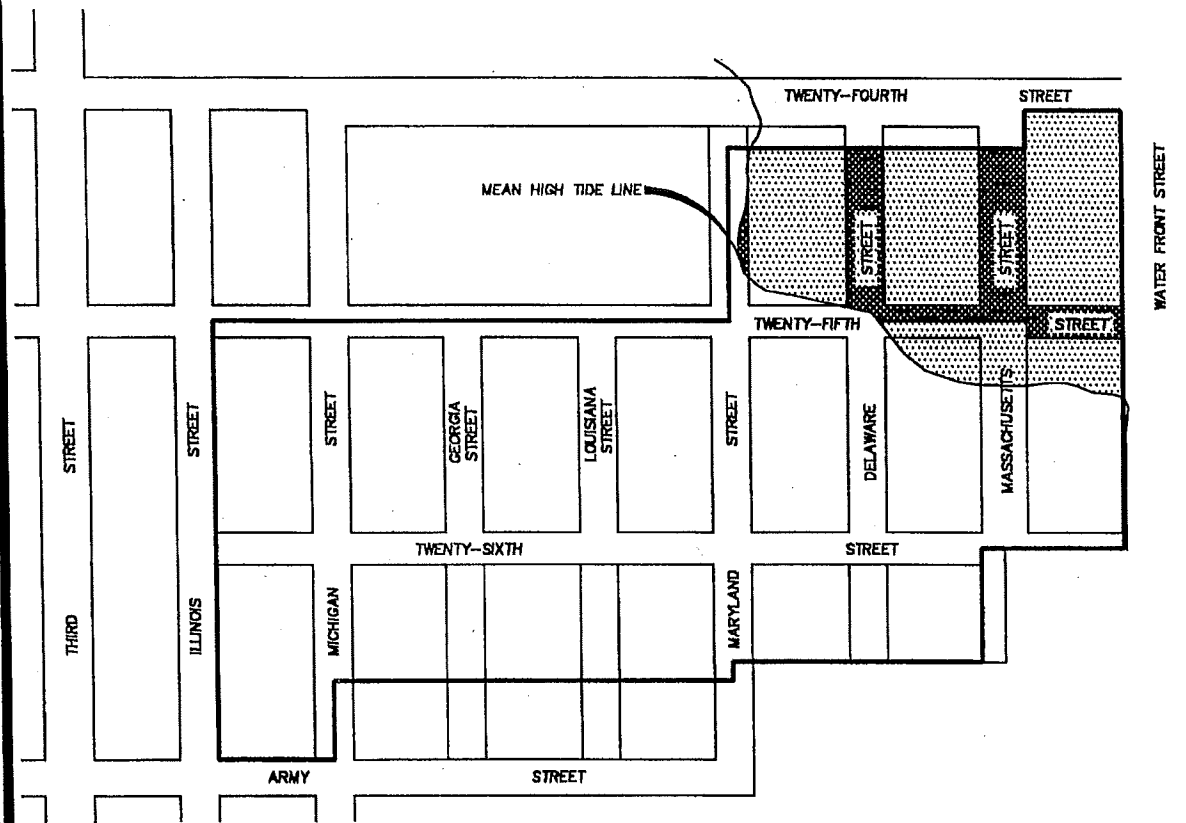
**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF WESTERN PACIFIC EASEMENT PARCEL**



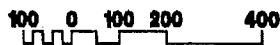
EXCLUDED PROPERTY



WESTERN PACIFIC EASEMENT PARCEL



GRAPHIC SCALE



98.0540 / L PLTA--M1



11/16/98

**EXHIBIT M-1
SHEET 1 OF 1**



EXHIBIT N

AMENDED PORT LAND TRANSFER AGREEMENT

LEGAL DESCRIPTION OF WESTERN PACIFIC SHORELINE

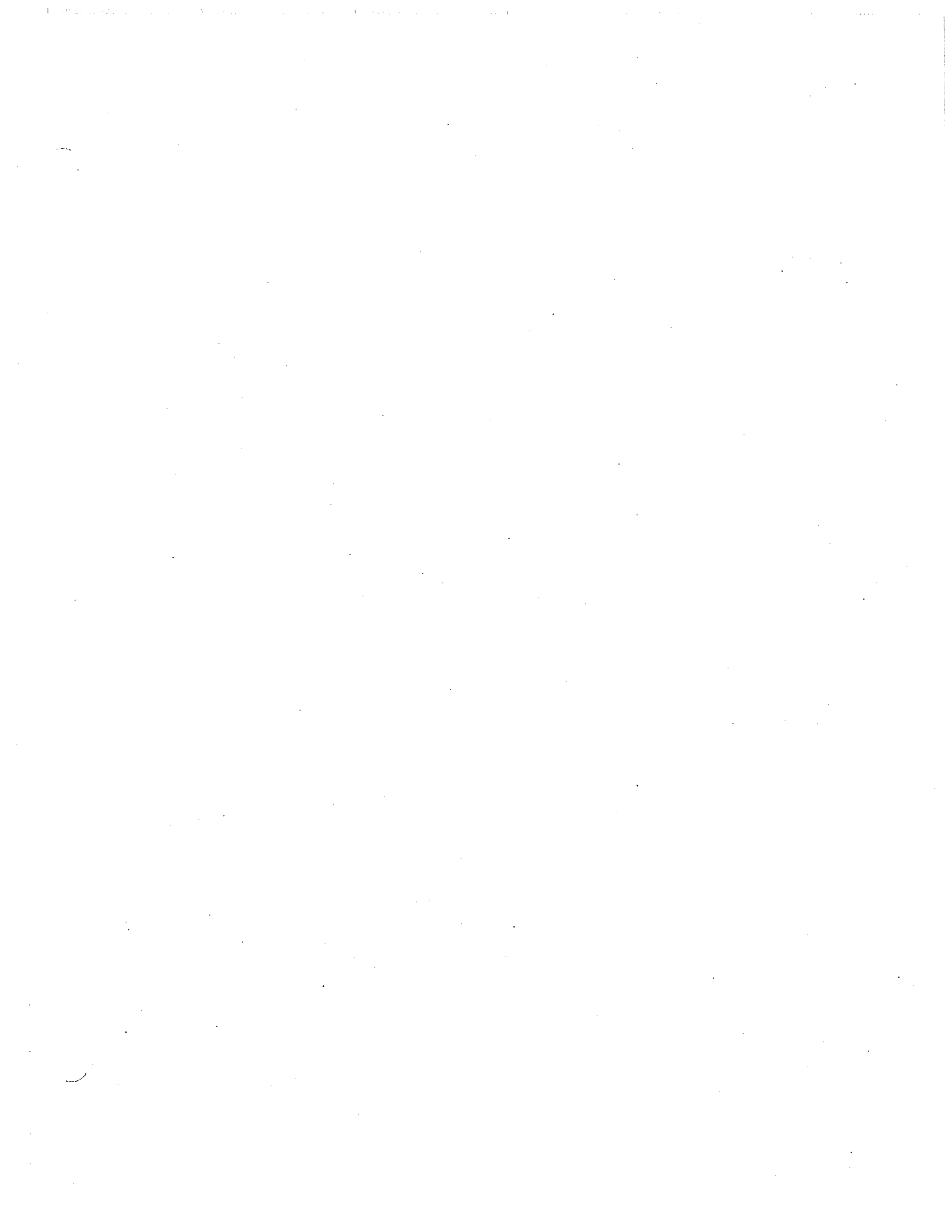


EXHIBIT N
AMENDED
PORT LAND TRANSFER AGREEMENT
WESTERN PACIFIC SHORELINE
LEGAL DESCRIPTION

ALL OF THAT REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF WESTERN PACIFIC PROPERTY", RECORDED _____, MAP BOOK " " AT PAGES _____ (REEL _____, IMAGE _____), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF TWENTY-FIFTH STREET (66.00 FEET WIDE) WITH THE CENTER LINE OF MARYLAND STREET (80.00 FEET WIDE); THENCE ALONG SAID CENTERLINE OF MARYLAND STREET NORTH 3°10'56" WEST 113.73 FEET TO A LINE DRAWN PARALLEL TO AND DISTANT EASTERLY 25.00 FEET FROM THE PRESENT LINE OF MEAN HIGH TIDE BEING THE MEAN HIGH WATER LINE AS SURVEYED ON 7-29-98 AT AN ELEVATION OF 2.98 FEET NGVD OF 1929 AS IT APPEARS ON THE ABOVE MENTIONED RECORD OF SURVEY; THENCE ALONG SAID PARALLEL LINE THE FOLLOWING COURSES: NORTH 22°23'19" WEST 19.51 FEET; NORTH 2°41'46" WEST 33.58 FEET; NORTH 5°06'09" EAST 34.19 FEET; NORTH 15°26'32" EAST 3.78 FEET TO THE CENTER LINE OF MARYLAND STREET; THENCE ALONG SAID CENTER LINE OF MARYLAND STREET NORTH 3°10'56" WEST 152.05 FEET TO A LINE DRAWN PARALLEL TO AND PERPENDICULARLY DISTANT SOUTHERLY 43.77 FEET FROM THE SOUTHERLY LINE OF TWENTY-FOURTH STREET (100.00 FEET WIDE); THENCE ALONG SAID LINE SO DRAWN NORTH 86°49'04" EAST 46.32 FEET TO SAID PRESENT LINE OF MEAN HIGH TIDE; THENCE ALONG SAID PRESENT LINE OF MEAN HIGH TIDE THE FOLLOWING COURSES: SOUTH 22°19'28" WEST 5.75 FEET; SOUTH 4°12'19" WEST 40.67 FEET; SOUTH 13°12'09" EAST 19.87 FEET; SOUTH 3°51'00" WEST 43.56 FEET; SOUTH 2°50'27" WEST 19.02 FEET; SOUTH 15°26'32" WEST 36.13 FEET; SOUTH 5°06'09" WEST 30.22 FEET; SOUTH 2°41'46" EAST 27.54 FEET; SOUTH 22°23'19" EAST 39.34 FEET; SOUTH 49°23'20" EAST 31.73 FEET; SOUTH 59°00'21" EAST 24.29 FEET; SOUTH 82°35'15" EAST 58.24 FEET; SOUTH 81°18'41" EAST 105.20 FEET; SOUTH 80°20'15" EAST 62.29 FEET; SOUTH 40°31'14" EAST 63.27 FEET; SOUTH 42°58'13" EAST 44.43 FEET; SOUTH 53°46'01" EAST 52.73 FEET; SOUTH 75°37'57" EAST 72.99 FEET; SOUTH 84°42'30" EAST 46.55 FEET; NORTH 86°57'26" EAST 41.79

FEET; NORTH 88°29'13" EAST 59.06 FEET; NORTH 78°35'58" EAST 44.86 FEET; NORTH 88°04'03" EAST 37.76 FEET; SOUTH 81°19'06" EAST 24.10 FEET; SOUTH 70°35'14" EAST 36.20 FEET; NORTH 89°37'27" EAST 15.04 FEET; SOUTH 87°21'35" EAST 30.66 FEET; SOUTH 72°07'12" EAST 16.98 FEET TO THE WESTERLY LINE OF WATER FRONT STREET (150.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE SOUTH 3°10'56" EAST 311.63 FEET TO THE CENTER LINE OF FORMER TWENTY-SIXTH STREET (66.00 FEET WIDE); THENCE ALONG LAST SAID CENTER LINE SOUTH 86°49'04" WEST 118.97 FEET TO A LINE DRAWN PARALLEL TO AND DISTANT WESTERLY 125.00 FEET FROM SAID PRESENT LINE OF MEAN HIGH TIDE; THENCE ALONG SAID PARALLEL LINE THE FOLLOWING COURSES: NORTH 3°46'48" WEST 100.08 FEET; NORTH 2°31'37" WEST 89.31 FEET; NORTH 4°14'55" WEST 20.96 FEET; NORTH 70°35'14" WEST 13.64 FEET; NORTH 81°19'06" WEST 0.75 FEET; SOUTH 88°04'03" WEST 15.79 FEET; SOUTH 78°35'58" WEST 45.32 FEET; SOUTH 88°29'13" WEST 68.20 FEET; SOUTH 86°57'26" WEST 49.22 FEET; NORTH 84°42'30" WEST 65.57 FEET; NORTH 75°37'57" WEST 107.05 FEET; NORTH 53°46'01" WEST 88.68 FEET; NORTH 42°58'13" WEST 58.91 FEET; NORTH 40°31'14" WEST 20.67 FEET; NORTH 80°20'15" WEST 15.96 FEET; NORTH 81°18'41" WEST 102.74 FEET; NORTH 82°35'15" WEST 82.94 FEET; NORTH 59°00'21" WEST 60.90 FEET; NORTH 49°23'20" WEST 29.39 FEET TO THE CENTER LINE OF TWENTY-FIFTH STREET; THENCE ALONG LAST SAID CENTER LINE NORTH 86°49'04" EAST 45.67 FEET TO THE POINT OF BEGINNING.

BEING PORTIONS OF BLOCK NOS. 493, AND 500, AND ALSO PORTIONS OF MARYLAND STREET, DELAWARE STREET, MASSACHUSETTS STREET, TWENTY-FIFTH STREET AND TWENTY-SIXTH STREET, ALL AS DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF GOLDEN CITY HOMESTEAD ASSOCIATION", RECORDED ON DECEMBER 12, 1865 IN MAP BOOKS "C" AND "D", AT PAGES 20 AND 21, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.

ALSO BEING A PORTION OF BLOCK NOS. 492 AND 509, OF THE POTRERO NUEVO.

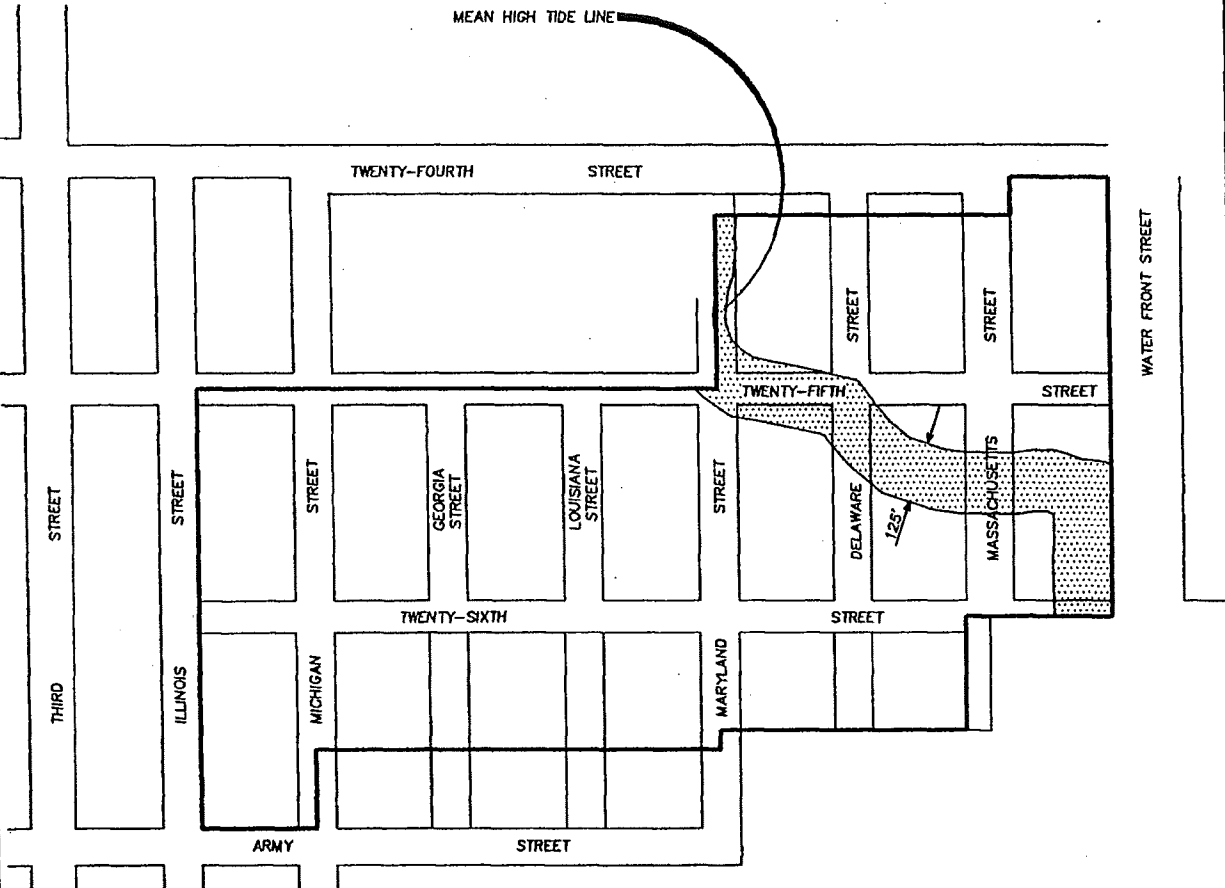
CONTAINING 144,782 SQUARE FEET, MORE OR LESS.

EXHIBIT N-1

AMENDED PORT LAND TRANSFER AGREEMENT

MAP OF WESTERN PACIFIC SHORELINE

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF WESTERN PACIFIC SHORELINE**



98.0251 / L PLTA-N1



GRAPHIC SCALE

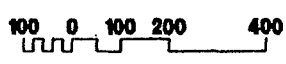


EXHIBIT N-1
SHEET 1 OF 1

8/28/98

EXHIBIT O

AMENDED PORT LAND TRANSFER AGREEMENT

LEGAL DESCRIPTION OF WESTERN PACIFIC TRANSFER PARCELS

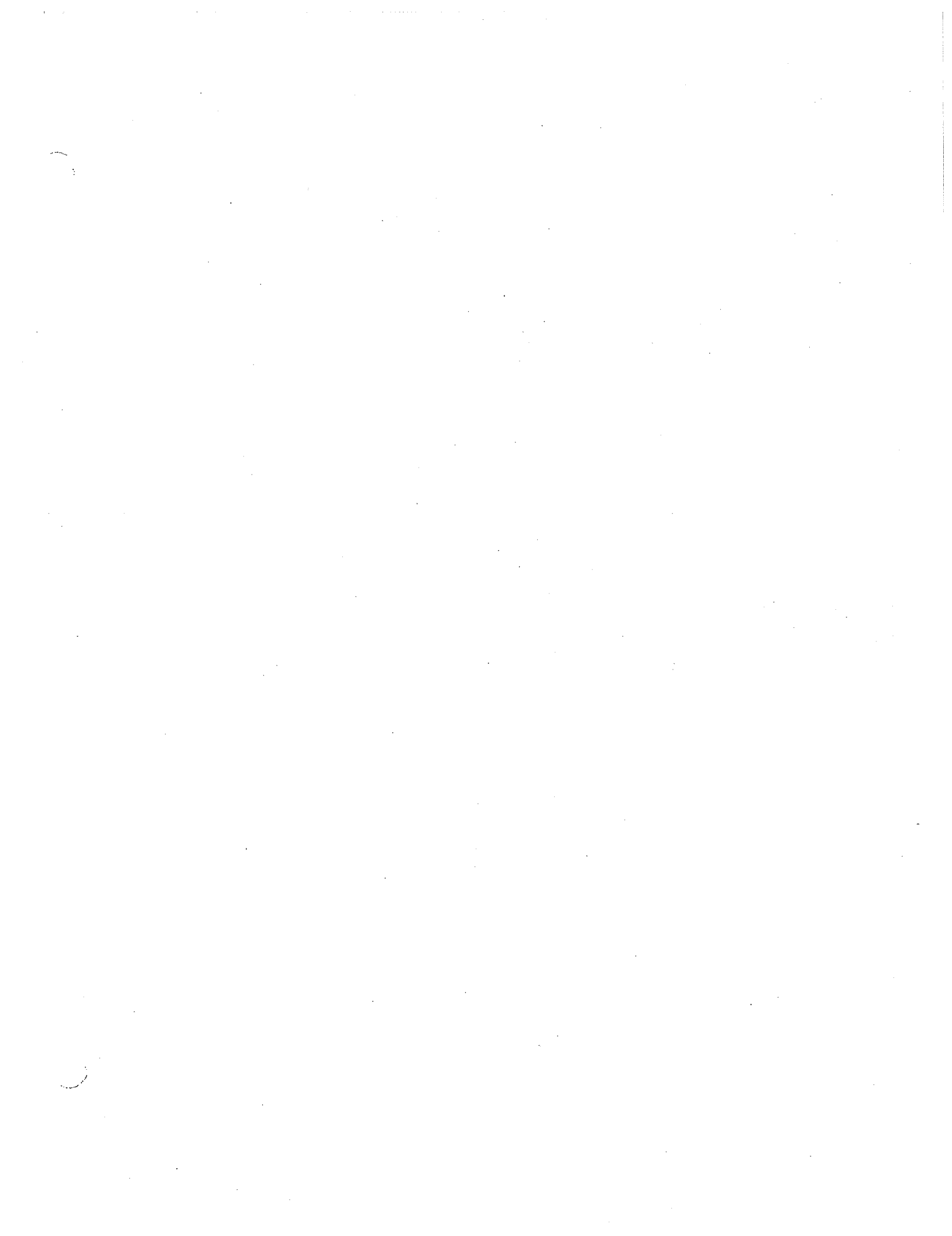


EXHIBIT O
AMENDED
PORT LAND TRANSFER AGREEMENT
WESTERN PACIFIC TRANSFER PARCEL
LEGAL DESCRIPTION

ALL OF THAT REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF WESTERN PACIFIC PROPERTY", RECORDED _____, MAP BOOK "___" AT PAGES _____ (REEL _____, IMAGE _____), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE NORTHERLY LINE OF ARMY STREET (75.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF ARMY STREET NORTH 86°49'04" EAST 240.00 FEET TO THE CENTER LINE OF MICHIGAN STREET (80.00 FEET WIDE); THENCE ALONG SAID CENTER LINE NORTH 3°10'56" WEST 161.00 FEET; THENCE NORTH 86°49'04" EAST 840.00 FEET TO THE CENTER LINE OF MARYLAND STREET (80.00 FEET WIDE); THENCE ALONG LAST SAID CENTER LINE NORTH 3°10'56" WEST 39.00 FEET; THENCE NORTH 86°49'04" EAST 520.00 FEET TO THE WESTERLY LINE OF MASSACHUSETTS STREET (100.00 FEET WIDE); THENCE ALONG LAST SAID WESTERLY LINE NORTH 3°10'56" WEST 233.14 FEET TO THE CENTER LINE OF FORMER TWENTY-SIXTH STREET (66.00 FEET WIDE); THENCE ALONG LAST SAID CENTER LINE NORTH 86°49'04" EAST 181.03 FEET TO A LINE DRAWN PARALLEL TO AND DISTANT WESTERLY 125.00 FEET FROM THE PRESENT LINE OF MEAN HIGH TIDE BEING THE MEAN HIGH WATER LINE AS SURVEYED ON 7-29-98 AT AN ELEVATION OF 2.98 FEET NGVD OF 1929 AS IT APPEARS ON THE ABOVE MENTIONED RECORD OF SURVEY; THENCE ALONG SAID PARALLEL LINE THE FOLLOWING COURSES: NORTH 3°46'48" WEST 100.08 FEET; NORTH 2°31'37" WEST 89.31 FEET; NORTH 4°14'55" WEST 20.96 FEET; NORTH 70°35'14" WEST 13.64 FEET; NORTH 81°19'06" WEST 0.75 FEET; SOUTH 88°04'03" WEST 15.79 FEET; SOUTH 78°35'58" WEST 45.32 FEET; SOUTH 88°29'13" WEST 68.20 FEET; SOUTH 86°57'26" WEST 49.22 FEET; NORTH 84°42'30" WEST 65.57 FEET; NORTH 75°37'57" WEST 107.05 FEET; NORTH 53°46'01" WEST 88.68 FEET; NORTH 42°58'13" WEST 58.91 FEET; NORTH 40°31'14" WEST 20.67 FEET; NORTH 80°20'15" WEST 15.96 FEET; NORTH 81°18'41" WEST 102.74 FEET; NORTH 82°35'15" WEST 82.94 FEET; NORTH 59°00'21" WEST 60.90 FEET; NORTH 49°23'20" WEST 29.39 FEET TO THE CENTER LINE OF TWENTY-FIFTH STREET (66.00 FEET WIDE); THENCE LEAVING SAID

PARALLEL LINE ALONG LAST SAID CENTER LINE SOUTH $86^{\circ}49'04''$ WEST 1034.33 FEET, MORE OR LESS, TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE SOUTH $3^{\circ}10'56''$ EAST 899.28 FEET TO THE POINT OF BEGINNING.

BEING ENTIRE BLOCK NOS. 433, 434, 440, 467, AND 474; AND PORTIONS OF BLOCK NOS. 439, 468, 473, 494, 499, 493, AND 500; AND ALSO PORTIONS OF MARYLAND STREET, DELAWARE STREET, MASSACHUSETTS STREET, TWENTY-FIFTH STREET, TWENTY-SIXTH STREET, LOUISIANA STREET, GEORGIA STREET AND MICHIGAN STREET, ALL AS DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF GOLDEN CITY HOMESTEAD ASSOCIATION", RECORDED ON DECEMBER 12, 1865 IN MAP BOOKS "C" AND "D", AT PAGES 20 AND 21, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.

ALSO BEING A PORTION OF BLOCK NO. 509 OF THE POTRERO NUEVO.

CONTAINING 1,159,967 SQUARE FEET, MORE OF LESS.

Recording Requested by and
When Recorded Mail to:

CITY AND COUNTY OF SAN FRANCISCO
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property

(State of California Official Business
Document Entitled to Free Recordation
Pursuant to Government Code Section 6103)

PATENT

WHEREAS, Catellus Development Corporation, a Delaware corporation ("Catellus"), and the City and County of San Francisco, a charter city and county (the "City"), including its Port, have entered into the "Mission Bay City Land Transfer Agreement," dated as of September 8, 1993, as amended and restated by an Amended and Restated City Land Transfer Agreement dated as of November 16, 1998 ("Amended CLTA"), Catellus and the City, acting by and through the San Francisco Port Commission, have entered into the "Mission Bay Port Land Transfer Agreement," dated as of September 8, 1993, as amended and restated by an Amended and Restated Port Land Transfer Agreement dated as of November 16, 1998 ("Amended PLTA"), and Catellus, the City, including its Port, and the State of California acting by and through the State Lands Commission have entered into the "Mission Bay Agreement Concerning the Public Trust," dated as of September 8, 1993, as amended and restated by an Amended and Restated Agreement Concerning the Public Trust dated as of November 16, 1998 ("Amended ACTPT") (the Amended CLTA, Amended PLTA and Amended ACTPT are hereinafter collectively referred to as the "Amended Land Transfer Agreements"), which provide, in part, for transfers of lands and interests therein between the parties and for the settlement of title disputes between the parties regarding title to certain lands; and

WHEREAS, consummation of the Amended Land Transfer Agreements is contingent upon certain approvals of and conveyances of lands and interests therein by the State of California, acting by and through the State Lands Commission, releasing such lands from the public trust for the purposes of commerce, navigation, and fisheries; and

WHEREAS, the Legislature of this State has authorized this Patent in that certain Act of the Legislature set forth in Chapter 1143, Statutes of 1991, as amended by an Act of the Legislature set forth in Chapter 86 of the Statutes of 1992 and by an Act of the Legislature set forth in Chapter 203 of the Statutes of 1997;

NOW, THEREFORE, for and in consideration of the foregoing premises and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the State of California, consistent with established acts and policies, hereby conveys, releases, remises, and

quitclaims to the City and County of San Francisco, a charter city and county, its successors and assigns, all of its right, title, and interest held solely by virtue of its sovereign trust title to tide and submerged lands, and specifically releasing, without limiting the generality of the foregoing, (i) any interest in the public trust for the purposes of commerce, navigation, and fisheries; (ii) any interest created by that certain Act of the Legislature set forth in Chapter 1333 of the Statutes of 1968, as amended (the "Burton Act"), and specifically releasing any rights under said Act of the Department of Public Works, Division of Highways, Division of Bay Toll Crossings, or the California Toll Bridge Authority, or their successors and assigns, including the California Department of Transportation, provided, that this patent does not affect the rights and interests of the State of California, acting by and through its Department of Transportation, that are established, clarified, recognized, and confirmed in the Agreement Regarding State Highway Easements and Access in the Mission Bay Area, recorded _____, 1998, at _____, Official Records, City and County of San Francisco, and in the recorded judgments in San Francisco Superior Court Case Nos. 44491, 44492, 44494, and 44495, identified below; and (iii) any such interest of the State of California not heretofore adjudicated in the following cases adjudicated by the Superior Court of the State of California in and for the City and County of San Francisco: Case No. 44491, judgment recorded _____, 1998, at _____, Official Records, City and County of San Francisco, Case No. 44492, judgment recorded _____, 1998, at _____, Official Records, City and County of San Francisco, Case No. 44493, judgment recorded _____, 1998, at _____, Official Records, City and County of San Francisco, Case No. 44494, judgment recorded _____, 1998, at _____, Official Records, City and County of San Francisco, and Case No. 44495, judgment recorded _____, 1998, at _____, Official Records, City and County of San Francisco, in and to that property depicted in Exhibit A attached hereto and described in Exhibit B attached hereto, each incorporated herein by reference;

SAVE and EXCEPT with respect to those parcels which have heretofore been subject to the statutory trust created by the Burton Act and the terms, conditions, and reservations of the Burton Act (the "Burton Act Parcels"; as depicted in Exhibit C attached hereto and described in Exhibit D attached hereto, each incorporated herein by reference), the State of California expressly excepts and reserves to the State of California, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered in the Burton Act Parcels, including, but not limited to, oil and gas and rights thereto, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of those minerals by any means or methods suitable to the State of California or to its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the City and County of San Francisco, its successors and assignees; provided, however, that the State of California, its successors and assigns, without the prior written permission of the City and County of San Francisco, its successors and assignees, shall not conduct any mining activities of any nature whatsoever above a plane located five hundred feet (500') below the surface of the Burton Act Parcels.

[Signatures on Next Page]

IN TESTIMONY WHEREOF, I, _____,

Governor of the State of California, have caused these Letters to be made Patent, and the Seal of the State of California to be hereunto affixed. Given under my hand at the City of Sacramento, this, the _____ day of _____ in the year one thousand nine hundred and ninety-_____.

Governor of State

Attest: _____
Secretary of State

Countersigned: _____
Executive Officer
State Lands Commission

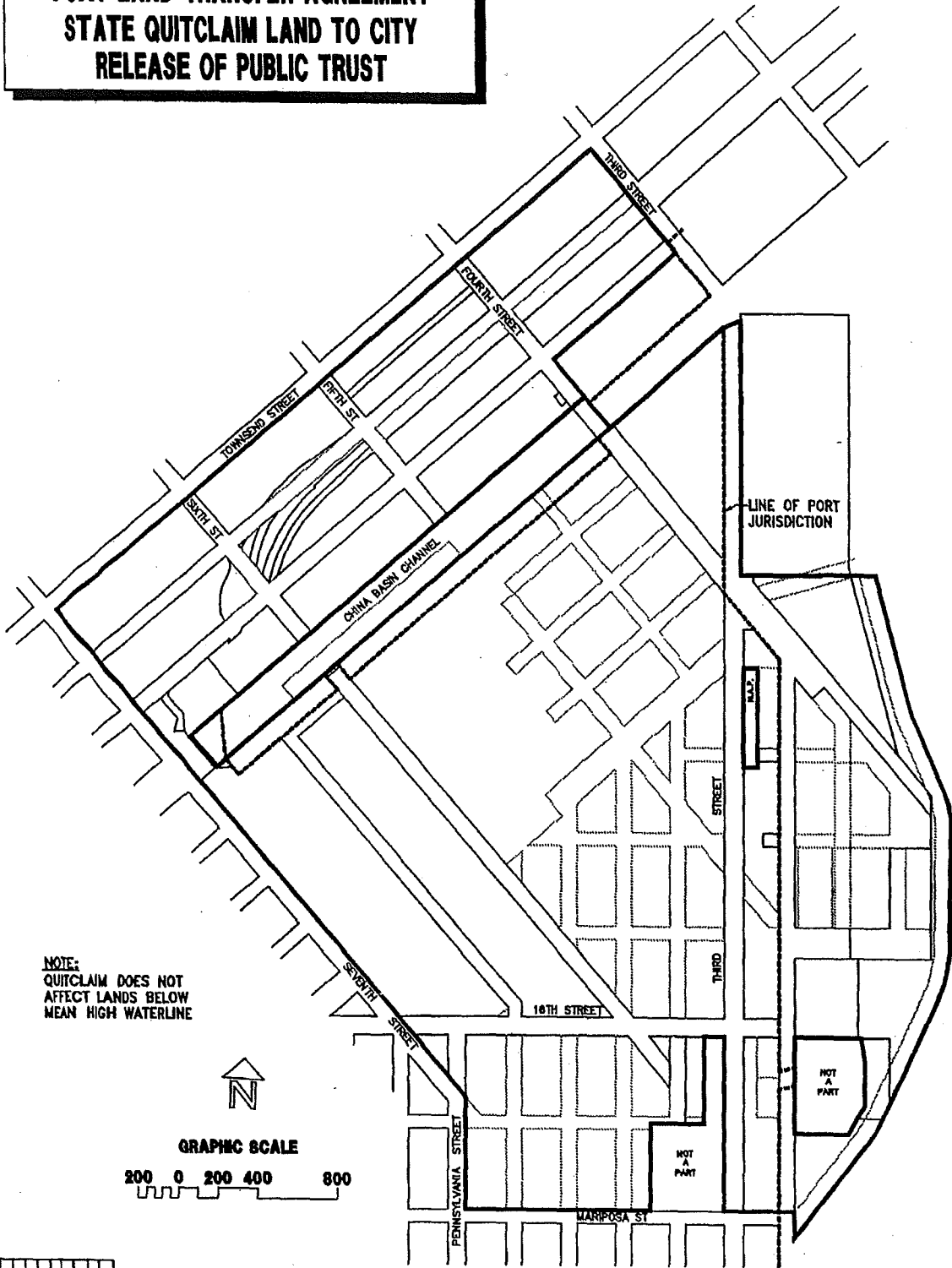
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Patent dated _____ from the State of California to the City and County of San Francisco, a charter city and county, is hereby accepted by the undersigned officer or agent on behalf of the City and County of San Francisco pursuant to authority conferred by Ordinance No. 53-92 of the Board of Supervisors adopted on February 20, 1992, and Ordinance No. _____ adopted on _____, 1998, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____

**AMENDED
PORT LAND TRANSFER AGREEMENT
STATE QUITCLAIM LAND TO CITY
RELEASE OF PUBLIC TRUST**



NOTE:
QUITCLAIM DOES NOT
AFFECT LANDS BELOW
MEAN HIGH WATERLINE



PLTA-A-P 97.0228 / L



EXHIBIT A TO P
SHEET 1 OF 1

11/16/98

EXHIBIT B TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
STATE QUITCLAIM LAND TO CITY
RELEASE OF PUBLIC TRUST
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, BOOK Y OF RECORDS OF SURVEY AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF MARIPOSA STREET (66.00 FEET WIDE) WITH THE EASTERLY LINE OF PENNSYLVANIA STREET (90.00 FEET WIDE) RUNNING THENCE FROM THAT POINT OF INTERSECTION EASTERLY ALONG THE NORTHERLY LINE OF MARIPOSA STREET NORTH 86°49'04" EAST 940.17 FEET; THENCE LEAVING THAT NORTHERLY LINE OF MARIPOSA STREET NORTH 3°10'56" WEST 433.04 FEET; THENCE EASTERLY AND PARALLEL WITH THAT NORTHERLY LINE OF MARIPOSA STREET NORTH 86°49'04" EAST 280.00 FEET; THENCE NORTH 3°10'56" WEST 433.04 FEET TO THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE EASTERLY ALONG THAT SOUTHERLY LINE OF SIXTEENTH STREET NORTH 86°49'04" EAST 100.00 FEET TO THE WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE); THENCE SOUTHERLY ALONG THE WESTERLY LINE OF THIRD STREET SOUTH 3°10'56" EAST 866.08 FEET TO THAT NORTHERLY LINE OF MARIPOSA STREET; THENCE EASTERLY CROSSING THIRD STREET AND RUNNING ALONG THAT NORTHERLY LINE OF MARIPOSA STREET NORTH 86°49'04" EAST 360.00 FEET TO THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE SOUTHERLY ALONG THAT EASTERLY LINE OF ILLINOIS STREET SOUTH 3°10'56" EAST 129.85 FEET; THENCE NORTH 35°06'05" EAST 616.30 FEET; THENCE NORTHEASTERLY ALONG AN ARC OF A CURVE TO THE LEFT TANGENT TO THE PRECEDING COURSE WITH A RADIUS OF 440.00 FEET THROUGH A CENTRAL ANGLE OF 12°49'53" AN ARC DISTANCE OF 98.54 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 22°16'12" EAST 700.07 FEET; THENCE NORTHERLY ALONG AN ARC OF

Revised:
Prepared by KCA ENGINEERS
1936 11/16/98
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A CURVE TO THE LEFT TANGENT TO THE PRECEDING COURSE WITH A RADIUS OF 340.00 FEET THROUGH A CENTRAL ANGLE OF 12°28'00" AN ARC DISTANCE OF 73.98 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 9°48'12" EAST 86.42 FEET; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT TANGENT TO THE PRECEDING COURSE WITH A RADIUS OF 340.00 FEET, THROUGH A CENTRAL ANGLE OF 11°58'09", AN ARC DISTANCE OF 71.03 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 2°09'57" WEST 121.44 FEET; THENCE NORTH 3°10'56" WEST 198.86 FEET; THENCE NORTH 2°19'47" WEST 292.70 FEET; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE TO THE LEFT TANGENT TO THE PRECEDING COURSE WITH A RADIUS OF 481.57 FEET THROUGH A CENTRAL ANGLE OF 24°30'49", AN ARC DISTANCE OF 206.04 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 26°50'36" WEST 402.03 FEET; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT TANGENT TO THE PRECEDING COURSE WITH A RADIUS OF 236.29 FEET, THROUGH A CENTRAL ANGLE OF 9°00'04" AN ARC DISTANCE OF 37.12 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 17°50'32" WEST 679.08 FEET; THENCE SOUTH 86°49'04" WEST 282.38 FEET; THENCE SOUTH 17°34'00" EAST 2.58 FEET; THENCE SOUTH 86°49'04" WEST 397.43 FEET TO THE EASTERLY LINE OF THIRD STREET (88.50 FEET WIDE); THENCE ALONG THAT EASTERLY LINE NORTH 3°10'56" WEST 1,265.04 FEET; THENCE SOUTH 64°21'26" WEST 95.76 FEET TO THE POINT OF INTERSECTION OF THE WESTERLY LINE OF THIRD STREET (80.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF CHANNEL STREET (165.00 FEET WIDE); RUNNING THENCE ALONG THAT SOUTHEASTERLY LINE OF CHANNEL STREET SOUTH 46°18'07" WEST 772.99 FEET TO THE NORTHEASTERLY LINE OF FOURTH STREET (82.50 FEET WIDE); THENCE ALONG THAT NORTHEASTERLY LINE OF FOURTH STREET NORTH 43°41'53" WEST 440.00 FEET TO THE SOUTHEASTERLY LINE OF BERRY STREET (82.50 FEET WIDE); THENCE ALONG THAT SOUTHEASTERLY LINE OF BERRY STREET NORTH 46°18'07" EAST 825.95 FEET TO THE SOUTHWESTERLY LINE OF THIRD STREET; THENCE NORTHWESTERLY ALONG THAT SOUTHWESTERLY LINE OF THIRD STREET NORTH 43°41'53" WEST 667.50 FEET TO THE SOUTHEASTERLY LINE OF TOWNSEND STREET (82.50 FEET WIDE); THENCE ALONG THAT SOUTHEASTERLY LINE OF TOWNSEND STREET SOUTH 46°18'07" WEST 3,549.21 FEET TO THE NORTHEASTERLY LINE OF SEVENTH STREET (82.50 FEET WIDE); THENCE ALONG THAT NORTHEASTERLY LINE OF SEVENTH STREET SOUTH 43°41'53" EAST 3,166.69 FEET TO A POINT ON THE EASTERLY LINE OF PENNSYLVANIA STREET (90.00 FEET WIDE); THENCE SOUTHERLY ALONG THAT EASTERLY LINE OF PENNSYLVANIA STREET SOUTH 3°10'56" EAST 556.59 FEET TO THE POINT OF BEGINNING, AND CONTAINS 307.092 ACRES, MORE OR LESS.

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EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

EXCEPTION - PARCEL 1

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE NORTHERLY LINE OF MERRIMAC STREET (66.00 FEET WIDE), AS SAID STREETS NOW EXIST; THENCE ALONG SAID NORTHERLY LINE OF MERRIMAC STREET SOUTH $86^{\circ}49'04''$ WEST 106.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO ARES COMMERCIAL PROPERTIES, RECORDED ON OCTOBER 31, 1963, IN BOOK A670 OF OFFICIAL RECORDS AT PAGE 435, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF PARCEL ONE AS DESCRIBED IN THE DEED TO ARES COMMERCIAL PROPERTIES, RECORDED ON DECEMBER 26, 1961, IN BOOK A360 OF OFFICIAL RECORDS AT PAGE 62, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO; THENCE NORTH $3^{\circ}10'56''$ WEST 400.00 FEET TO THE NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO POTTER ELECTRIC INC., RECORDED ON OCTOBER 10, 1962, IN BOOK A487 OF OFFICIAL RECORDS AT PAGE 192, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO; THENCE ALONG THE NORTHERLY LINE OF SAID LAND SOUTH $86^{\circ}49'04''$ WEST 74.00 FEET TO THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE OF THIRD STREET SOUTH $3^{\circ}10'56''$ EAST 496.00 FEET TO THE SOUTHWESTERLY CORNER OF PARCEL TWO AS DESCRIBED IN THE DEED TO ARES COMMERCIAL PROPERTIES, RECORDED ON DECEMBER 26, 1961, IN BOOK A360 OF OFFICIAL RECORDS AT PAGE 62, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO; THENCE NORTH $86^{\circ}49'04''$ EAST 74.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL TWO; THENCE NORTH $3^{\circ}10'56''$ WEST 96.00 FEET TO THE TRUE POINT OF BEGINNING, AND CONTAINS 0.843 ACRES OF LAND, MORE OR LESS.

EXCEPTION - PARCEL 2

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) WITH THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE) AND CONTINUING EASTERLY ALONG THAT SOUTHERLY LINE OF SIXTEENTH STREET NORTH $86^{\circ}49'04''$ EAST 260.00 FEET TO A POINT ON THE EASTERLY LINE OF

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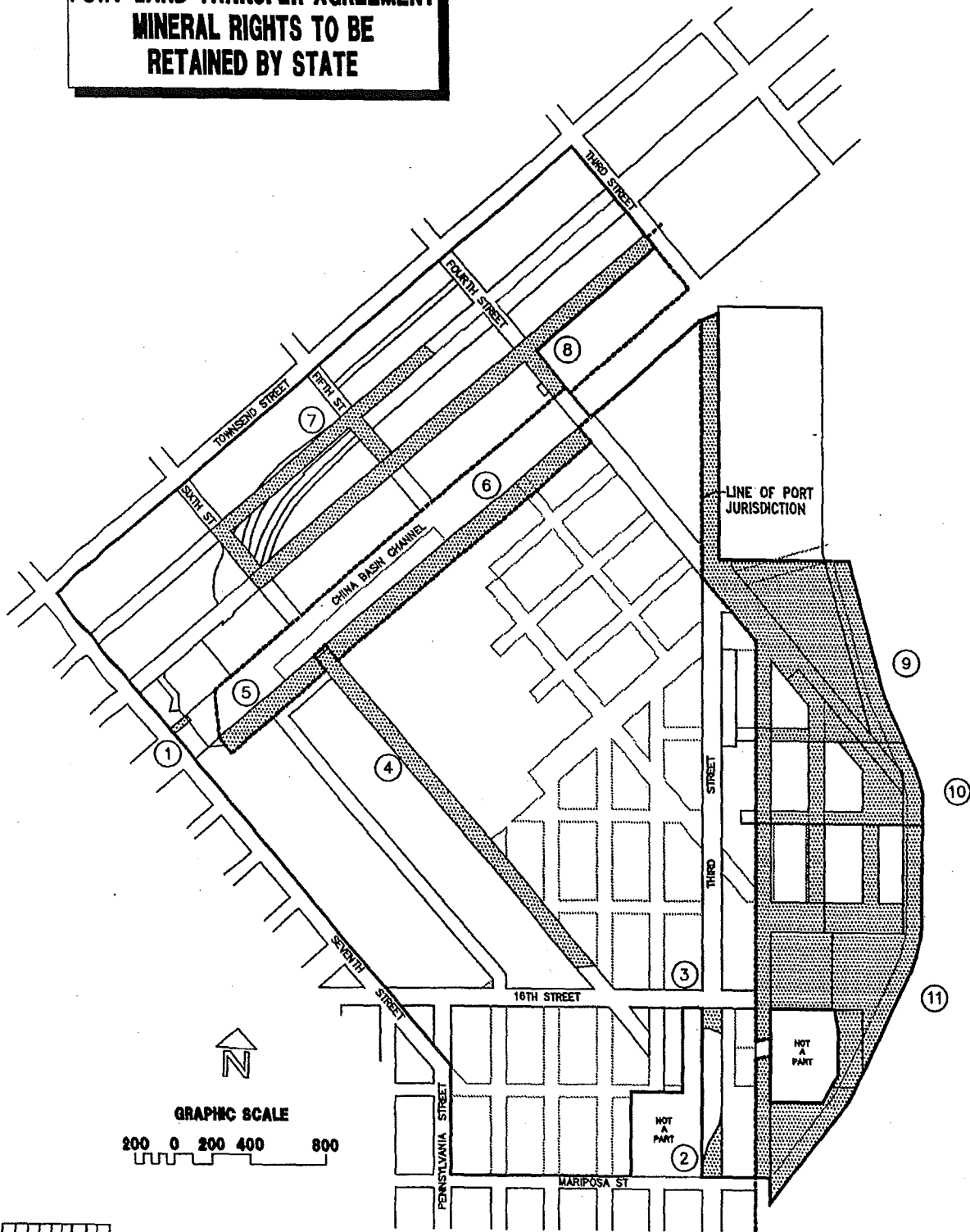
ILLINOIS STREET (80.00 FEET WIDE), THAT POINT BEING THE NORTHWESTERLY CORNER OF PARCEL ONE AS DESCRIBED IN THE DEED TO ESPRIT DE CORPS, A CALIFORNIA CORPORATION, RECORDED ON JULY 12, 1988, ON REEL E634 AT IMAGE 1334, DOCUMENT NO. E203992, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, THAT POINT ALSO BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ALONG THE NORTHERLY LINE OF THAT PARCEL ONE NORTH 86°49'04" EAST 335.00 FEET; THENCE ALONG THE EASTERLY LINE OF THAT PARCEL ONE SOUTH 14°29'32" EAST 107.08 FEET; THENCE SOUTH 3°10'56" EAST 232.00 FEET; THENCE SOUTH 26°50'57" WEST 72.77 FEET TO THE MOST EASTERLY CORNER OF PARCEL TWO AS DESCRIBED IN SAID DEED; THENCE ALONG THE EASTERLY LINE OF THAT PARCEL TWO SOUTH 26°50'57" WEST 92.41 FEET; THENCE ALONG THE SOUTHERLY LINE OF THAT PARCEL TWO SOUTH 86°49'04" WEST 273.33 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG THE WESTERLY LINE OF THAT PARCEL TWO NORTH 3°10'56" WEST 80.00 FEET TO THE SOUTHWESTERLY CORNER OF THAT PARCEL ONE; THENCE ALONG THE WESTERLY LINE OF THAT PARCEL ONE NORTH 3°10'56" WEST 400.00 FEET TO THE TRUE POINT OF BEGINNING, AND CONTAINS 3.762 ACRES OF LAND, MORE OR LESS.

EXCEPTION - PARCEL 3

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF FOURTH STREET (82.50 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF CHANNEL STREET (200.00 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE OF FOURTH STREET NORTH 43°41'53" WEST 200.00 FEET TO THE NORTHWESTERLY LINE OF CHANNEL STREET; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 46°18'07" WEST 2612.57 FEET TO A LINE DRAWN PARALLEL WITH AND PERPENDICULARLY DISTANT NORTHEASTERLY 110.69 FEET FROM THE NORTHEASTERLY LINE OF SEVENTH STREET (82.50 FEET WIDE); THENCE ALONG SAID LINE SO DRAWN SOUTH 43°41'53" EAST 200.00 FEET TO THE SOUTHEASTERLY LINE OF CHANNEL STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°18'07" EAST 514.36 FEET TO THE BEGINNING OF THE SOUTHEASTERLY LINE OF FORMER CHANNEL STREET (95.00 FEET WIDE); THENCE ALONG LAST SAID SOUTHEASTERLY LINE NORTH 46°18'07" EAST 1107.75 FEET TO THE SOUTHEASTERLY LINE OF CHANNEL STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°18'07" EAST 990.45 FEET TO THE POINT OF BEGINNING, AND CONTAINS 12.000 ACRES OF LAND, MORE OR LESS.

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**AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS TO BE
RETAINED BY STATE**



PLTA-C-P 98.0520 / L

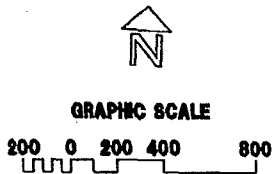


EXHIBIT C TO P
SHEET 1 OF 2

**AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS TO BE
RETAINED BY STATE**

LAND TRANSFER AREAS	
PARCEL NO.	AREA (acres)
1	0.09
2	0.45
3	0.25
4	4.02
5	1.50
6	3.98
7	3.29
8	5.61
9	16.08
10	5.29
11	19.26
TOTAL:	59.82

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EXHIBIT C TO P
SHEET 2 OF 2

11/16/98

EXHIBIT D TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS PARCEL 1
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF BERRY STREET (82.50 FEET WIDE) WITH THE NORTHEASTERLY LINE OF SEVENTH STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE OF SEVENTH STREET SOUTH 43°41'53" EAST 240.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 46°18'07" EAST 110.69 FEET; THENCE SOUTH 43°41'53" EAST 35.00 FEET; THENCE SOUTH 46°18'07" WEST 110.69 FEET TO SAID NORTHEASTERLY LINE OF SEVENTH STREET; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 43°41'53" WEST 35.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 3,874 SQUARE FEET, MORE OR LESS.

EXHIBIT D TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS PARCEL 2
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE NORTHERLY LINE OF MARIPOSA STREET (66.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF MARIPOSA STREET NORTH 86°49'04" EAST 100.00 FEET TO THE EASTERLY LINE OF THIRD STREET; THENCE ALONG SAID EASTERLY LINE NORTH 3°10'56" WEST 332.97 FEET; THENCE LEAVING SAID EASTERLY LINE SOUTH 6°04'04" WEST 57.00 FEET; THENCE SOUTH 26°04'04" WEST 111.27 FEET; THENCE SOUTH 15°04'04" WEST 105.40 FEET; THENCE SOUTH 6°34'04" WEST 20.43 FEET TO SAID WESTERLY LINE OF THIRD STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 3°10'56" EAST 59.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 19,717 SQUARE FEET, MORE OR LESS.

EXHIBIT D TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS PARCEL 3
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE OF SIXTEENTH STREET SOUTH 86°49'04" WEST 100.00 FEET TO THE WESTERLY LINE OF THIRD STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 3°10'56" EAST 100.32 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH 89°10'56" EAST 1.98 FEET; THENCE NORTH 86°34'04" EAST 35.00 FEET; THENCE SOUTH 66°55'56" EAST 70.27 FEET TO SAID EASTERLY LINE OF THIRD STREET; THENCE ALONG SAID EASTERLY LINE NORTH 3°10'56" WEST 131.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,013 SQUARE FEET, MORE OR LESS.

EXHIBIT D TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS PARCEL 4
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SIXTH STREET (82.50 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF CHANNEL STREET (200.00 FEET WIDE); THENCE ALONG SAID SOUTHEASTERLY LINE OF CHANNEL STREET SOUTH 46°18'07" WEST 82.50 FEET TO THE SOUTHWESTERLY LINE OF SIXTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 43°41'53" EAST 2090.27 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 82°19'04" EAST 102.00 FEET TO SAID NORTHEASTERLY LINE OF SIXTH STREET; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 43°41'53" WEST 2150.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 174,922 SQUARE FEET, MORE OR LESS.

EXHIBIT D TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS PARCEL 5
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SIXTH STREET (82.50 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF FORMER CHANNEL STREET (95.00 FEET WIDE) BEFORE SAID STREET WAS VACATED FROM THE OFFICIAL MAP BY ORDINANCE NO. 30-90 ON JANUARY 29, 1990; THENCE ALONG SAID SOUTHEASTERLY LINE OF FORMER CHANNEL STREET SOUTH 46°18'07" WEST 200.00 FEET TO THE SOUTHEASTERLY LINE OF CHANNEL STREET (200.00 FEET WIDE); THENCE ALONG SAID SOUTHEASTERLY LINE OF CHANNEL STREET SOUTH 46°18'07" WEST 455.05 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 43°41'53" EAST 100.00 FEET; THENCE NORTH 46°18'07" EAST 655.05 FEET TO THE SOUTHWESTERLY LINE OF SIXTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 43°41'53" WEST 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 65,505 SQUARE FEET, MORE OR LESS.

EXHIBIT D TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS PARCEL 6
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF CHANNEL STREET (200.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHEASTERLY LINE OF CHANNEL STREET SOUTH 46°18'07" WEST 907.95 FEET TO THE SOUTHEASTERLY LINE OF FORMER CHANNEL STREET (95.00 FEET WIDE) BEFORE SAID STREET WAS VACATED FROM THE OFFICIAL MAP BY ORDINANCE NO. 30-90 ON JANUARY 29,1990; THENCE ALONG SAID SOUTHEASTERLY LINE OF FORMER CHANNEL STREET SOUTH 46°18'07" WEST 825.25 FEET TO THE NORTHEASTERLY LINE OF SIXTH STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 43°41'53" EAST 100.00 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 46°18'07" EAST 1733.20 FEET TO THE SOUTHWESTERLY LINE OF FOURTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 43°41'53" WEST 100.00 FEET TO THE TO THE POINT OF BEGINNING.

CONTAINING 173,320 SQUARE FEET, MORE OR LESS.

EXHIBIT D TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS PARCEL 7
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF BERRY STREET (82.50 FEET WIDE) WITH THE NORTHEASTERLY LINE OF SIXTH STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE OF SIXTH STREET NORTH 43°41'53" WEST 240.00 FEET TO THE SOUTHEASTERLY LINE OF KING STREET (70.00 FEET WIDE); THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°18'07" EAST 825.25 FEET TO THE SOUTHWESTERLY LINE OF FIFTH STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 43°41'53" EAST 240.00 FEET TO SAID NORTHWESTERLY LINE OF BERRY STREET; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 46°18'07" EAST 82.50 FEET TO THE NORTHEASTERLY LINE OF FIFTH STREET; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 43°41'53" WEST 240.00 FEET; THENCE NORTH 46°18'07" EAST 499.45 FEET; THENCE NORTH 55°00'29" WEST 71.39 FEET TO THE NORTHEASTERLY LINE OF KING STREET; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 46°18'07" WEST 1475.70 FEET TO THE SOUTHWESTERLY LINE OF SIXTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 43°41'53" EAST 310.00 FEET TO SAID NORTHWESTERLY LINE OF BERRY STREET; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 46°18'07" EAST 82.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 143,389 SQUARE FEET, MORE OR LESS.

EXHIBIT D TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS PARCEL 8
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF BERRY STREET (82.50 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE OF FOURTH STREET SOUTH 43°41'53" EAST 240.00 FEET TO THE NORTHWESTERLY LINE OF CHANNEL STREET (200.00 FEET WIDE); THENCE ALONG SAID NORTHWESTERLY LINE NORTH 46°18'07" EAST 82.50 FEET TO THE NORHTEASTERLY LINE OF FOURTH STREET; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 43°41'53" WEST 240.00 FEET TO SAID SOUTHEASTERLY LINE OF BERRY STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°18'07" EAST 825.95 FEET TO THE SOUTHWESTERLY LINE OF THIRD STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 43°41'53" WEST 82.50 FEET TO THE NORTHWESTERLY LINE OF BERRY STREET; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 46°18'07" WEST 2724.16 FEET TO THE SOUTHWESTERLY LINE OF SIXTH STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 43°41'53" EAST 82.50 FEET TO SAID SOUTHEASTERLY LINE OF BERRY STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°18'07" EAST 1815.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 244,543 SQUARE FEET, MORE OR LESS.

EXHIBIT D TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS PARCEL 9
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE) WITH THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF ILLINOIS STREET SOUTH 3°10'56" EAST 444.84 FEET TO THE NORTHERLY LINE OF FORMER MERRIMAC STREET (66.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE NORTH 86°49'04" EAST 80.00 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE NORTH 3°10'56" WEST 351.23 FEET TO SAID SOUTHWESTERLY LINE OF FOURTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 43°41'53" EAST 307.85 FEET TO THE WESTERLY LINE OF FORMER MICHIGAN STREET (80.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE SOUTH 3°10'56" EAST 117.19 FEET TO SAID NORTHERLY LINE OF FORMER MERRIMAC STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 86°49'04" WEST 200.00 FEET TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE SOUTH 3°10'56" EAST 66.00 FEET TO THE SOUTHERLY LINE OF FORMER MERRIMAC STREET; THENCE ALONG SAID SOUTHERLY LINE NORTH 86°49'04" EAST 695.71 FEET; THENCE LEAVING SAID SOUTHERLY LINE NORTH 26°50'36" WEST 259.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 236.29 FEET; THENCE NORTHWESTERLY 37.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 9°00'04"; THENCE TANGENT TO THE PRECEDING CURVE NORTH 17°50'32" WEST 679.08 FEET; THENCE SOUTH 86°49'04" WEST 282.38 FEET; THENCE SOUTH 17°34'00" EAST 2.58 FEET; THENCE SOUTH 86°49'04" WEST 397.43 FEET TO A LINE DRAWN PARALLEL TO AND PERPENDICULARLY DISTANT EASTERLY 88.50 FEET FROM THE WESTERLY LINE OF THIRD STREET; THENCE ALONG SAID PARALLEL LINE NORTH 3°10'56" WEST 1265.04 FEET; THENCE LEAVING SAID PARALLEL LINE SOUTH 64°21'26" WEST 95.76 TO THE WESTERLY LINE OF THIRD STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 3°10'56" EAST 1316.83 FEET TO SAID

SOUTHWESTERLY LINE OF FOURTH STREET; THENCE ALONG SAID
SOUTHWESTERLY LINE SOUTH 43°41'52" EAST 238.32 FEET; THENCE SOUTH
43°41'53" EAST 192.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 700,248 SQUARE FEET, MORE OR LESS.

EXHIBIT D TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS PARCEL 10
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF FORMER MERRIMAC STREET (66.00 FEET WIDE) WITH THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF ILLINOIS STREET SOUTH 3°10'56" EAST 492.00 FEET TO THE SOUTHERLY LINE OF FORMER ALAMEDA STREET (66.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE NORTH 86°49'04" EAST 872.07 FEET; THENCE LEAVING SAID SOUTHERLY LINE NORTH 2°19'47" WEST 94.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 481.57 FEET; THENCE NORTHERLY AND NORTHWESTERLY 206.04 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°30'49"; THENCE TANGENT TO THE PRECEDING CURVE NORTH 26°50'36" WEST 142.87 FEET TO THE SOUTHERLY LINE OF FORMER MERRIMAC STREET; THENCE ALONG SAID SOUTHERLY LINE SOUTH 86°49'04" WEST 339.17 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 43°41'53" EAST 190.03 FEET; THENCE SOUTH 3°10'56" EAST 215.53 FEET TO THE NORTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 86°49'04" WEST 200.00 FEET TO THE EASTERLY LINE OF FORMER MICHIGAN STREET (80.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE NORTH 3°10'56" WEST 360.00 FEET TO SAID SOUTHERLY LINE OF FORMER MERRIMAC STREET; THENCE ALONG SAID SOUTHERLY LINE SOUTH 86°49'04" WEST 80.00 FEET TO THE WESTERLY LINE OF FORMER MICHIGAN STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 3°10'56" EAST 360.00 FEET TO SAID NORTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 86°49'04" WEST 200.00 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE NORTH 3°10'56" WEST 426.00 FEET TO SAID NORTHERLY LINE OF FORMER MERRIMAC STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 86°49'04" WEST 80.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 230,639 SQUARE FEET, MORE OR LESS.

EXHIBIT D TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS PARCEL 11
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF FORMER ALAMEDA STREET (66.00 FEET WIDE) WITH THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE SOUTH 3°10'56" EAST 1115.17 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 73°34'04" EAST 82.19 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE NORTH 3°10'56" WEST 150.33 FEET; THENCE NORTH 86°49'04" EAST 335.00 FEET; THENCE SOUTH 14°29'32" EAST 107.07 FEET; THENCE SOUTH 3°10'56" EAST 232.00 FEET; THENCE SOUTH 26°50'57" WEST 165.18 FEET; THENCE SOUTH 86°49'04" WEST 273.33 FEET TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE NORTH 3°10'56" WEST 238.03 FEET; THENCE LEAVING SAID EASTERLY LINE SOUTH 73°49'04" WEST 82.10 FEET TO SAID WESTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 3°10'56" EAST 605.64 FEET TO THE NORTHERLY LINE OF MARIPOSA STREET (66.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE NORTH 86°49'04" EAST 80.00 FEET TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE SOUTH 3°10'56" EAST 129.85 FEET; THENCE LEAVING SAID EASTERLY LINE NORTH 35°06'05" EAST 606.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 530.00 FEET; THENCE NORTHEASTERLY 118.69 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°49'53"; THENCE TANGENT TO THE PRECEDING CURVE NORTH 22°16'12" EAST 689.95 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 340.00 FEET; THENCE NORTHEASTERLY 73.98 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°28'00"; THENCE TANGENT TO THE PRECEDING CURVE NORTH 9°48'12" EAST 86.42 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 340.00 FEET; THENCE NORTHEASTERLY 71.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE

OF 11°58'09"; THENCE TANGENT TO THE PRECEDING CURVE NORTH 2°09'57" WEST 121.44 FEET; THENCE NORTH 3°10'56" WEST 198.86 FEET; THENCE NORTH 2°19'47" WEST 197.98 FEET TO SAID SOUTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG SAID SOUTHERLY LINE SOUTH 86°49'04" WEST 102.07 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 3°10'56" EAST 400.00 FEET TO NORTHERLY LINE OF FORMER EL DORADO STREET (150.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE SOUTH 86°49'04" WEST 130.00 FEET TO THE EASTERLY LINE OF FORMER GEORGIA STREET (80.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE NORTH 3°10'56" WEST 400.00 FEET TO SAID SOUTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG SAID SOUTHERLY LINE SOUTH 86°49'04" WEST 80.00 FEET TO THE WESTERLY LINE OF FORMER GEORGIA STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 3°10'56" EAST 400.00 FEET TO SAID NORTHERLY LINE OF FORMER EL DORADO STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 86°49'04" WEST 200.00 FEET TO THE EASTERLY LINE OF FORMER MICHIGAN STREET (80.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE NORTH 3°10'56" WEST 400.00 FEET TO SAID SOUTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG SAID SOUTHERLY LINE SOUTH 86°49'04" WEST 80.00 FEET TO THE WESTERLY LINE OF FORMER MICHIGAN STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 3°10'56" EAST 400.00 FEET TO SAID NORTHERLY LINE OF FORMER EL DORADO STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 86°49'04" WEST 200.00 FEET TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE NORTH 3°10'56" WEST 400.00 FEET TO SAID SOUTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG SAID SOUTHERLY LINE SOUTH 86°49'04" WEST 80.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 838,770 SQUARE FEET, MORE OR LESS.

EXHIBIT Q TO AMENDED PLTA

PATENT

Covers: Western Pacific Transfer Parcel

Effect: State releases all trust claims to City,
reserving mineral rights

Recording Requested by and
When Recorded Mail to:

CITY AND COUNTY OF SAN FRANCISCO
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property

(State of California Official Business
Document Entitled to Free Recordation
Pursuant to Government Code Section 6103)

PATENT

WHEREAS, Catellus Development Corporation, a Delaware corporation ("Catellus"), and the City and County of San Francisco, a charter city and county (the "City"), including its Port, have entered into the "Mission Bay City Land Transfer Agreement," dated as of September 8, 1993, as amended and restated by an Amended and Restated City Land Transfer Agreement dated as of November 16, 1998 ("Amended CLTA"), Catellus and the City acting by and through its Port Commission have entered into the "Mission Bay Port Land Transfer Agreement," dated as of September 8, 1993, as amended and restated by an Amended and Restated Port Land Transfer Agreement dated as of November 16, 1998 ("Amended PLTA"), and Catellus, the City, and the State of California acting by and through the State Lands Commission have entered into the "Mission Bay Agreement Concerning the Public Trust," dated as of September 8, 1993, as amended and restated by an Amended and Restated Agreement Concerning the Public Trust dated as of November 16, 1998 ("Amended ACTPT") (the Amended CLTA, Amended PLTA and Amended ACTPT are hereinafter collectively referred to as the "Amended Land Transfer Agreements"), which provide, in part, for transfers of lands and interests therein between the parties; and

WHEREAS, consummation of the Amended Land Transfer Agreements is contingent upon certain approvals of and conveyances of lands and interests therein by the State of California, acting by and through the State Lands Commission, releasing such lands from the public trust for the purposes of commerce, navigation, and fisheries; and

WHEREAS, the Legislature of this State has authorized this Patent in that certain Act of the Legislature set forth in Chapter 1143, Statutes of 1991, as amended by an Act of the Legislature set forth in Chapter 86 of the Statutes of 1992 and by an Act of the Legislature set forth in Chapter 203 of the Statutes of 1997;

NOW, THEREFORE, for and in consideration of the foregoing premises and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the State of California, consistent with established acts and policies, hereby conveys, releases,

remises, and quitclaims to the City and County of San Francisco, a charter city and county, its successors and assigns, all of its right, title, and interest held solely by virtue of its sovereign trust title to tide and submerged lands, and specifically releasing, without limiting the generality of the foregoing, (i) any interest in the public trust for the purposes of commerce, navigation, and fisheries; (ii) any interest created by that certain Act of the Legislature set forth in Chapter 1333 of the Statutes of 1968, as amended (the "Burton Act"), and specifically releasing any rights under said Act of the Department of Public Works, Division of Highways, Division of Bay Toll Crossings, or the California Toll Bridge Authority, or their successors and assigns, including the California Department of Transportation; and (iii) any such interest of the State of California not heretofore adjudicated in the following case adjudicated by the Superior Court of the State of California in and for the City and County of San Francisco: Case No. 44492, judgment recorded _____, 199_, at _____, Official Records, City and County of San Francisco, in and to that property described in Exhibit A attached hereto and depicted in Exhibit A-1 attached hereto, each incorporated herein by reference;

SAVE and EXCEPT with respect to that certain parcel which has heretofore been subject to the statutory trust created by the Burton Act and the terms, conditions, and reservations of the Burton Act (the "Burton Act Parcel"; as described on Exhibit B attached hereto), the State of California expressly excepts and reserves to the State of California, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered in the Burton Act Parcel, including, but not limited to, oil and gas and rights thereto, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of those minerals by any means or methods suitable to the State of California or to its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the City and County of San Francisco, its successors and assignees; provided, however, that the State of California, its successors and assigns, without the prior written permission of the City and County of San Francisco, its successors and assignees, shall not conduct any mining activities of any nature whatsoever above a plane located five hundred feet (500') below the surface of the Burton Act Parcels.

IN TESTIMONY WHEREOF, I,

Governor of the State of California, have caused these Letters to be made Patent, and the Seal of the State of California to be hereunto affixed. Given under my hand at the City of Sacramento, this, the ____ day of _____ in the year one thousand nine hundred and ninety-_____.

Governor of State

Attest: _____
Secretary of State

Countersigned: _____
Executive Officer
State Lands Commission

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Patent dated _____ from the State of California to the City and County of San Francisco, a charter city and county, is hereby accepted by the undersigned officer or agent on behalf of the City and County of San Francisco pursuant to authority conferred by Ordinance No. _____ adopted on _____, 1998, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By: _____

EXHIBIT A

REAL PROPERTY DESCRIPTION

[TO BE ADDED AT CLOSING]

[Property Described in Exhibit L to
Amended Agreement Concerning the Public Trust]

EXHIBIT A-1

MAP

[Exhibit L-1 to Amended Agreement Concerning the Public Trust]

EXHIBIT B

MINERAL RIGHTS TO BE RETAINED BY STATE

[Legal Description of portion of 26th Street subject to the Burton Act]

EXHIBIT B TO Q
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS TO BE RETAINED BY STATE
LEGAL DESCRIPTION

ALL OF THAT REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF WESTERN PACIFIC PROPERTY", RECORDED _____, MAP BOOK " " AT PAGES _____ (REEL _____, IMAGE _____), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF TWENTY-SIXTH STREET (66.00 FEET WIDE) WITH THE EASTERLY LINE OF MASSACHUSETTS STREET (100.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE OF MASSACHUSETTS STREET SOUTH 3°10'56" EAST 33.00 FEET TO THE CENTER LINE OF TWENTY-SIXTH STREET; THENCE ALONG SAID CENTER LINE NORTH 86°49'04" EAST 81.03 FEET TO A LINE DRAWN PARALLEL TO AND DISTANT WESTERLY 125.00 FEET FROM THE PRESENT LINE OF MEAN HIGH TIDE BEING THE MEAN HIGH WATER LINE AS SURVEYED ON 7-29-98 AT AN ELEVATION OF 2.98 FEET NGVD OF 1929 AS IT APPEARS ON THE ABOVE MENTIONED RECORD OF SURVEY; THENCE ALONG SAID PARALLEL LINE NORTH 3°46'48" WEST 33.00 FEET TO THE NORTHERLY LINE OF TWENTY-SIXTH STREET; THENCE LEAVING SAID PARALLEL LINE ALONG SAID NORTHERLY LINE SOUTH 86°49'04" WEST 80.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,668 SQUARE FEET, MORE OR LESS.

EXHIBIT R

AMENDED PORT LAND TRANSFER AGREEMENT

CITY QUITCLAIM OF PORT TRANSFER PARCELS

EXHIBIT R TO AMENDED PLTA

DEED

Covers: Port Transfer Parcels

Effect: City quitclaims Port Transfer Parcels to Catellus
(Except, at Catellus election, the City Facilities Parcel,
the Port Leasehold Parcels and the Street Vacation Parcels)

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Catellus Development Corporation
201 Mission Street, 2nd Floor
San Francisco, CA 94105
Attn:

MAIL TAX STATEMENTS TO:

Catellus Development Corporation
201 Mission Street, 2nd Floor
San Francisco, CA 94105
Attn:

Documentary Transfer Tax of \$ _____, based on full value
of the property conveyed

(Space above this line reserved for Recorder's use only)

QUITCLAIM DEED
(Mission Bay/Port Transfer Parcels)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which
are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a
charter city and county ("City"), acting by and through the San
Francisco Port Commission, pursuant to Ordinance ____ of City's
Board of Supervisors, adopted on _____, 199__, hereby
RELEASES, REMISES AND QUITCLAIMS to CATELLUS DEVELOPMENT
CORPORATION, a Delaware corporation ("Catellus"), any and all
right, title and interest City may have in and to the real
property located in the City and County of San Francisco, State
of California, described in Exhibit A attached hereto and made a
part hereof (the "Property");

Executed as of this ____ day of _____, 199_.

(Signatures on next page)

CITY AND COUNTY OF SAN FRANCISCO,
a charter city and county

WILLIE LEWIS BROWN, JR.
Mayor

Clerk of the Board of Supervisors

RECOMMENDED:

ANTHONY J. DELUCCHI
Director of Property

PORT OF SAN FRANCISCO

Douglas B. Wong
Executive Director

APPROVED AS TO FORM:
Louise H. Renne, City Attorney

By: _____
Jesse Capin Smith
Deputy City Attorney

By: _____
Neil Sekhri
Deputy City Attorney

PLTAS 5.1.1.3

DESCRIPTION CHECKED/APPROVED:

EXHIBIT A

REAL PROPERTY DESCRIPTION
(Mission Bay/Port Transfer Parcels)

All that certain real property located in the County of San Francisco, State of California, described as follows:

[NOTES: LEGAL DESCRIPTIONS ARE PURSUANT TO EXHIBIT A HERETO (EXHIBIT K TO THE PORT LAND TRANSFER AGREEMENT, EXCEPT AT CDC ELECTION CITY FACILITIES PARCEL, PLTA EXHIBIT F, THE PORT LEASEHOLD PARCELS, PLTA EXHIBIT S, AND THE STREET VACATION PARCELS)]

Note 1: Where a street is referred to or implied below as currently in existence it may nonetheless have been vacated, in which case such street shall be as it existed prior to the vacation thereof by Ordinance No. _____, adopted _____, 199_, by the Board of Supervisors of the City and County of San Francisco, State of California. Where a street is identified below specifically as having been vacated by Ordinance or resolution other than the foregoing Ordinance, the specific reference shall apply in such case.

Note 2: [When all Port utility and access easements across Port Transfer Parcels are finalized in scope and location, either an appropriate general note, general reservation or exception, or reservations and exceptions on an individual parcel basis will be inserted, unless a separate easement document is used.]

State of California)
)
County of San Francisco)

On _____, 199 before me, _____,
personally appeared WILLIE LEWIS BROWN, JR. and _____,
_____ , personally known to me (or proved to me on the basis
of satisfactory evidence) to be the persons whose names are
subscribed to the within instrument and acknowledged to me that
they executed the same in their authorized capacities, and that
by their signatures on the instrument the persons, or the entity
on behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____ (Seal)

EXHIBIT S

AMENDED PORT LAND TRANSFER AGREEMENT

LEGAL DESCRIPTION OF PORT LEASEHOLD PARCELS

EXHIBIT S
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT LEASEHOLD PARCEL 1
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

BEGINNING AT THE INTERSECTION OF THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE "MISSION BAY PROJECT BOUNDARY"; THENCE ALONG SAID "MISSION BAY PROJECT BOUNDARY" THE FOLLOWING COURSES: NORTH 86°49'04" EAST 384.93 FEET, NORTH 17°34'00" WEST 2.58 FEET AND NORTH 86°49'04" EAST 183.15 FEET; THENCE LEAVING SAID "MISSION BAY PROJECT BOUNDARY" SOUTH 17°50'32" EAST 28.81 FEET; THENCE SOUTH 86°49'04" WEST 574.73 FEET TO SAID NORTHERLY PROLONGATION OF SAID EASTERLY LINE OF THIRD STREET; THENCE ALONG SAID NORTHERLY PROLONGATION NORTH 3°10'56" WEST 25.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,958 SQUARE FEET, MORE OR LESS.

EXHIBIT S
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT LEASEHOLD PARCEL 2
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE); THENCE NORTH 34°55'03" EAST 535.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 03°10'56" EAST 275.00 FEET; THENCE NORTH 86°49'04" EAST 74.10 FEET; THENCE NORTH 17°50'32" WEST 284.25 FEET; THENCE SOUTH 86°49'04" WEST 2.16 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 10,485 SQUARE FEET, MORE OR LESS.

EXHIBIT S
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT LEASEHOLD PARCEL 3
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE); THENCE NORTH 75°05'08" EAST 407.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 03°10'56" EAST 275.00 FEET; THENCE NORTH 86°49'04" EAST 81.18 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 104°39'36", AN ARC OF DISTANCE 18.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 17°50'32" WEST 271.30 FEET; THENCE SOUTH 86°49'04" WEST 22.20 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 15,957 SQUARE FEET, MORE OR LESS.

EXHIBIT S
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT LEASEHOLD PARCEL 4
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE NORTHERLY LINE OF MERRIMAC STREET (66.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF ILLINOIS STREET SOUTH 03°10'56" EAST 7.00 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 86°49'04" EAST 254.88 FEET; THENCE NORTH 03°10'56" WEST 7.00 FEET TO THE NORTHERLY LINE OF FORMER MERRIMAC STREET (66.00 FEET WIDE); THENCE ALONG LAST SAID NORTHERLY LINE SOUTH 86°49'04" WEST 174.87 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE NORTH 03°10'56" WEST 124.25 FEET; THENCE LEAVING SAID EASTERLY LINE SOUTH 86°49'04" WEST 80.00 TO THE WESTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 03°10'56" EAST 124.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,724 SQUARE FEET MORE OR LESS.

EXHIBIT S
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT LEASEHOLD PARCEL 5
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FORMER MICHIGAN STREET (80.00 FEET WIDE) WITH THE NORTHERLY LINE OF FORMER MERRIMAC STREET (66.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF FORMER MERRIMAC STREET SOUTH 86°49'04" WEST 1.12 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY LINE SOUTH 03°10'56" EAST 7.00 FEET; THENCE NORTH 86°49'04" EAST 249.83 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 65.62 FEET, THROUGH A CENTRAL ANGLE OF 180°00'00", AN ARC DISTANCE OF 206.15 FEET TO A POINT OF TANGENCY; THENCE SOUTH 86°49'04" WEST 249.83; THENCE SOUTH 03°10'56" EAST 124.25 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 39,555 SQUARE FEET MORE OR LESS.

EXHIBIT S
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT LEASEHOLD PARCEL 6
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FORMER GEORGIA STREET (80.00 FEET WIDE) WITH THE NORTHERLY LINE OF FORMER EL DORADO STREET (150.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF FORMER EL DORADO STREET NORTH $86^{\circ}49'04$ EAST 130.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY LINE NORTH $86^{\circ}49'04$ EAST 19.06 FEET; THENCE NORTH $02^{\circ}09'57$ " WEST 3.89 FEET; THENCE NORTH $03^{\circ}10'56$ " WEST 198.75 FEET; THENCE NORTH $02^{\circ}19'47$ " WEST 231.70 FEET; THENCE SOUTH $86^{\circ}49'04$ " WEST 186.11 FEET; THENCE NORTH $03^{\circ}10'56$ " WEST 415.94 FEET; THENCE SOUTH $86^{\circ}49'04$ " WEST 22.01 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00$ ", AN ARC DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY; THENCE SOUTH $03^{\circ}10'56$ " EAST 465.84 FEET; THENCE NORTH $86^{\circ}49'04$ " EAST 45.55 FEET TO SAID EASTERLY LINE OF FORMER GEORGIA STREET; THENCE ALONG SAID EASTERLY LINE NORTH $03^{\circ}10'56$ " WEST 25.59 FEET TO THE SOUTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG SAID SOUTHERLY LINE NORTH $86^{\circ}49'04$ " EAST 130.00 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH $03^{\circ}10'56$ " EAST 400.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 20,913 SQUARE FEET, MORE OR LESS.

EXHIBIT S
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT LEASEHOLD PARCEL 7
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) WITH THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF SIXTEENTH STREET NORTH $86^{\circ}49'04''$ EAST 335.00 FEET TO THE TRUE POINT OF BEGINNING; SAID POINT BEING THE NORTHEASTERLY CORNER OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN DEED TO ESPRIT DE CORP, A CALIFORNIA CORPORATION, RECORDED ON JULY 12, 1988, ON REEL E634 AT IMAGE 1334, DOCUMENT NO. E203992, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL ONE SOUTH $14^{\circ}29'32''$ EAST 107.07 FEET; THENCE SOUTH $03^{\circ}10'56''$ EAST 232.00 FEET; THENCE SOUTH $26^{\circ}50'57''$ WEST 72.77 FEET TO THE MOST EASTERLY CORNER OF PARCEL TWO AS DESCRIBED IN SAID DEED; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL TWO SOUTH $26^{\circ}50'57''$ WEST 92.41 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 11.59 FEET; THENCE NORTH $35^{\circ}06'05''$ EAST 34.79 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 344.00 FEET, THROUGH A CENTRAL ANGLE OF $12^{\circ}49'53''$, AN ARC DISTANCE OF 77.04 FEET TO A POINT OF TANGENCY; THENCE NORTH $22^{\circ}16'12''$ EAST 413.20 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF $115^{\circ}27'08''$, AN ARC DISTANCE OF 20.15 FEET TO A POINT OF TANGENCY, SAID POINT BEING ON THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE SOUTH $86^{\circ}49'04''$ WEST 180.61 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 35,765 SQUARE FEET, MORE OR LESS.

EXHIBIT S
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT LEASEHOLD PARCEL 8
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF MARIPOSA STREET (66.00 FEET WIDE) WITH THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE NORTHERLY ALONG SAID EASTERLY LINE OF ILLINOIS STREET NORTH $03^{\circ}10'56''$ WEST 25.10 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $35^{\circ}06'05''$ EAST 459.88 FEET; THENCE ALONG THE SOUTHERLY LINE OF PARCEL TWO AS DESCRIBED IN THAT CERTAIN DEED TO ESPRIT DE CORP, A CALIFORNIA CORPORATION, RECORDED ON JULY 12, 1988, ON REEL E634 AT IMAGE 1334, DOCUMENT NO. E203992, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO SOUTH $86^{\circ}49'04''$ WEST 284.92 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG EASTERLY LINE OF SAID ILLINOIS STREET SOUTH $03^{\circ}10'56''$ EAST 360.98 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 51,425 SQUARE FEET, MORE OR LESS.

EXHIBIT S
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT LEASEHOLD PARCEL 9
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FORMER GEORGIA STREET (80.00 FEET WIDE) WITH THE NORTHERLY LINE OF FORMER EL DORADO STREET (150.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF FORMER EL DORADO STREET NORTH $86^{\circ}49'04''$ EAST 44.46 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY LINE SOUTH $03^{\circ}10'56''$ EAST 323.91 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 90.01 FEET; THENCE SOUTH $03^{\circ}10'56''$ EAST 132.09 FEET TO THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 77.55 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH $22^{\circ}16'12''$ EAST 163.74 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 260.00 FEET, THROUGH A CENTRAL ANGLE OF $12^{\circ}28'00''$, AN ARC DISTANCE OF 56.57 FEET TO A POINT OF TANGENCY; THENCE NORTH $09^{\circ}48'12''$ EAST 86.42 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 260.00 FEET, THROUGH A CENTRAL ANGLE OF $11^{\circ}58'09''$, AN ARC DISTANCE OF 54.31 FEET TO A POINT OF TANGENCY; THENCE NORTH $02^{\circ}09'57''$ WEST 116.84 FEET TO SAID NORTHERLY LINE OF EL DORADO STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH $86^{\circ}49'04''$ WEST 104.59 FEET TO THE TRUE POINT OF BEGINNING.

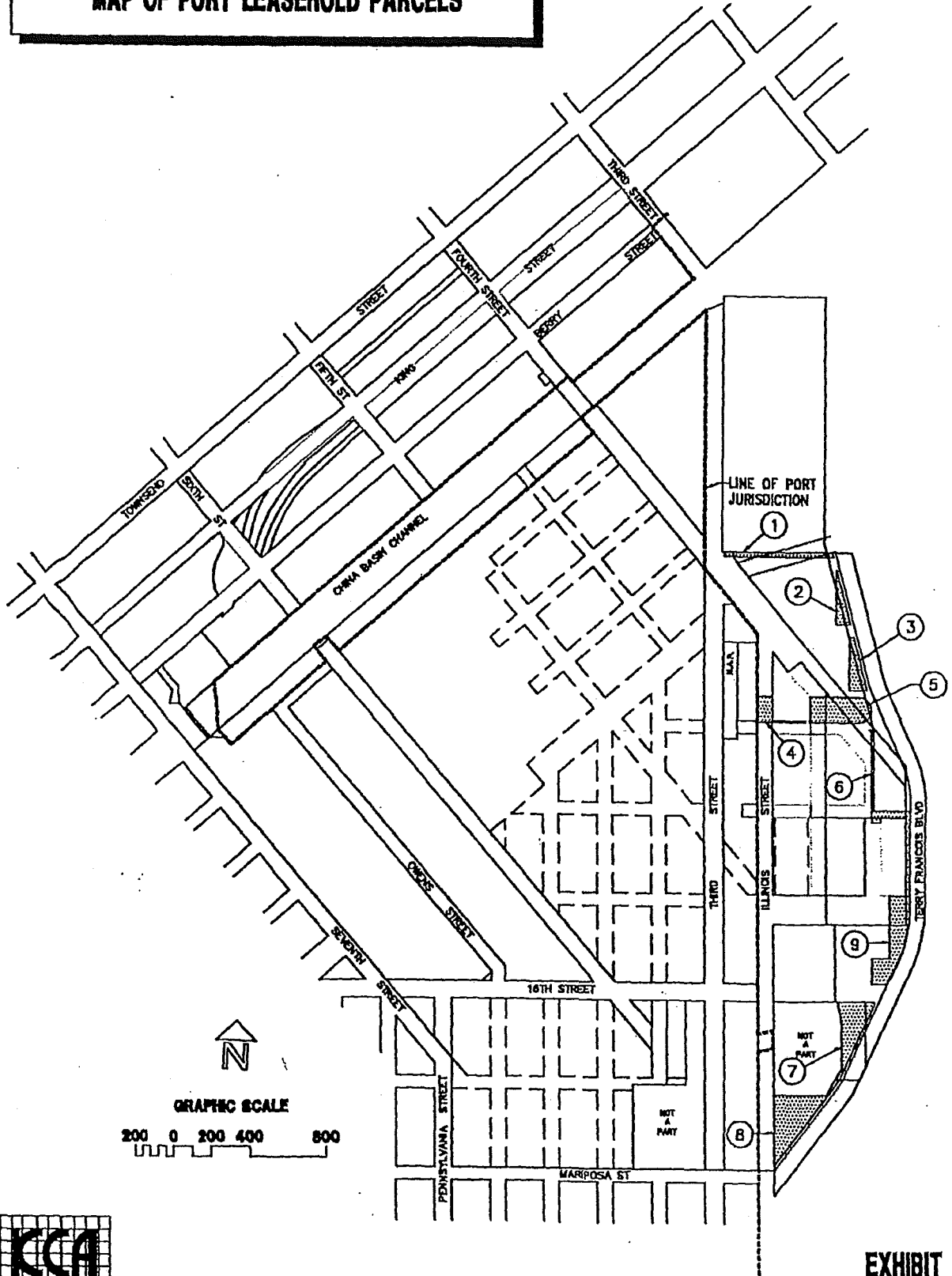
CONTAINING 43,637 SQUARE FEET, MORE OR LESS.

EXHIBIT S-1

AMENDED PORT LAND TRANSFER AGREEMENT

MAP OF PORT LEASEHOLD PARCELS

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF PORT LEASEHOLD PARCELS**



97.049B / L PLTA-S1

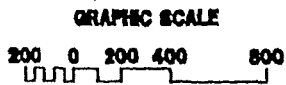


EXHIBIT S-1
SHEET 1 OF 2

8/07/98

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF PORT LEASEHOLD PARCELS**

LAND TRANSFER AREAS	
PARCEL NO.	AREA (acres)
1	0.34
2	0.24
3	0.37
4	0.27
5	0.91
6	0.48
7	0.82
8	1.18
9	1.00
TOTAL:	5.61

97.0498 / L PLTA-SI



EXHIBIT S-1
SHEET 2 OF 2

8/07/98

EXHIBIT T

AMENDED PORT LAND TRANSFER AGREEMENT

QUITCLAIM FROM CATELLUS TO CITY OF WESTERN PACIFIC TRANSFER
PARCEL

EXHIBIT T TO AMENDED PLTA

QUITCLAIM DEED

Covers: Western Pacific Transfer Parcel

Effect: Quitclaim of Catellus interests to City

Recording Requested by and
When Recorded Mail to:

CITY AND COUNTY OF SAN FRANCISCO
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property

(State of California Official Business
Document Entitled to Free Recordation
Pursuant to Government Code Section 6103)

QUITCLAIM DEED

(Western Pacific Transfer Parcel)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation, hereby RELEASES, REMISES, and QUITCLAIMS to THE CITY AND COUNTY OF SAN FRANCISCO, a charter city and county, any and all right, title and interest in and to the real property located in the City and County of San Francisco, State of California, described in Exhibit A attached hereto and made a part hereof.

Executed as of this ____ day of _____, 199__.

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: _____

Title: _____

ATTEST: _____

Assistant Secretary

STATE OF CALIFORNIA)
)
) ss.
COUNTY OF)

On _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

STATE OF CALIFORNIA)
)
) ss.
COUNTY OF)

On _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____ from Catellus Development Corporation to the City and County of San Francisco is hereby accepted by the undersigned officer or agent on behalf of the City and County of San Francisco pursuant to authority conferred by Ordinance No. _____ of the Board of Supervisors adopted on _____, 1998, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

EXHIBIT A

REAL PROPERTY DESCRIPTION

[TO BE ADDED AT CLOSING]

**[Property Described in Exhibit L to
Amended Agreement Concerning the Public Trust]**

EXHIBIT U

AMENDED PORT LAND TRANSFER AGREEMENT

QUITCLAIM TO STATE OF WESTERN PACIFIC SHORELINE

EXHIBIT U TO AMENDED PLTA

QUITCLAIM DEED

Covers: Western Pacific Shoreline Parcel

Effect: City and Catellus quitclaim Western Pacific
Shoreline Parcel to State in Fee

Recording Requested by and
When Recorded Mail to:

CITY AND COUNTY OF SAN FRANCISCO
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property

(State of California Official Business
Document Entitled to Free Recordation
Pursuant to Government Code Section 6103)

QUITCLAIM DEED

WHEREAS, Catellus Development Corporation, a Delaware corporation ("Catellus"), and the City and County of San Francisco, a charter city and county (the "City"), including its Port, have entered into the "Mission Bay City Land Transfer Agreement," dated as of September 8, 1993, as amended and restated by an Amended and Restated City Land Transfer Agreement dated as of November 16, 1998 ("Amended CLTA"), Catellus and the City acting by and through its Port Commission have entered into the "Mission Bay Port Land Transfer Agreement," dated as of September 8, 1993, as amended and restated by an Amended and Restated Port Land Transfer Agreement dated as of November 16, 1998 ("Amended PLTA"), and Catellus, the City, including its Port, and the State of California acting by and through the State Lands Commission have entered into the "Mission Bay Agreement Concerning the Public Trust," dated as of September 8, 1993, as amended and restated by an Amended and Restated Agreement Concerning the Public Trust dated as of November 16, 1998 ("Amended ACTPT") (the Amended CLTA, Amended PLTA and Amended ACTPT are hereinafter collectively referred to as the "Amended Land Transfer Agreements"), which provide, in part, for transfers of lands and interests therein between the parties and for the settlement of title disputes between the parties regarding title to certain lands; and

WHEREAS, consummation of the Amended Land Transfer Agreements is contingent upon certain approvals of and conveyances of lands and interests therein by the State of California, acting by and through the State Lands Commission, releasing such lands from the public trust for the purposes of commerce, navigation, and fisheries; and

WHEREAS, in exchange for such action by the State of California, Catellus and the City have agreed to convey to the State of California certain other lands as more particularly described hereinafter so that such land may become subject to the public trust; and

WHEREAS, Catellus and the City have executed and delivered this deed in accordance with and pursuant to the provisions of Section 3.1.1.6 of the Amended PLTA and Section 5.2.3 of the Amended ACTPT;

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, Catellus Development Corporation, a Delaware corporation ("Catellus"), and the City and County of San Francisco, a charter city and county ("City"), and each of them, hereby release, remise, and quitclaim to the State of California any and all right, title and interest in and to the real property located in the City and County of San Francisco, State of California, described in Exhibit A attached hereto and depicted in Exhibit A-1 attached hereto, each made a part hereof, to be held by the State of California as lands of the legal character of tide and submerged lands.

Executed as of this ____ day of _____, 199__.

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: _____

Title: _____

ATTEST: _____

Assistant Secretary

CITY AND COUNTY OF SAN FRANCISCO, a
Charter City and County

Mayor

Clerk of the Board of Supervisors

RECOMMENDED:

Director of Property

Executive Director,
Port of San Francisco

APPROVED AS TO FORM:

Louise H. Renne, City Attorney

By: _____
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: _____

STATE OF CALIFORNIA)
)
COUNTY OF) ss.

On _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

STATE OF CALIFORNIA)
)
COUNTY OF) ss.

On _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____ from the City and County of San Francisco and Catellus Development Corporation to the State of California is hereby accepted as sovereign trust lands by the undersigned officer or agent on behalf of the State of California pursuant to authority conferred by that act of the Legislature set forth as Chapter 1143, Statutes of 1991, as amended, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

STATE LANDS COMMISSION

By: _____
Executive Officer

STATE OF CALIFORNIA)
)
COUNTY OF) ss.

On _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

EXHIBIT A

REAL PROPERTY DESCRIPTION

[TO BE ADDED AT CLOSING]

**[Property Described in Exhibit K to
Amended Agreement Concerning the Public Trust]**

EXHIBIT A-1

MAP

[Exhibits K-1 to
Amended Agreement Concerning the Public Trust]



EXHIBIT V

AMENDED PORT LAND TRANSFER AGREEMENT

PATENT TO CITY OF WESTERN PACIFIC SHORELINE

EXHIBIT V TO AMENDED PLTA

PATENT

Covers: Western Pacific Shoreline

Effect: State Patent Western Pacific Shoreline to City as
Trustee, subject to Burton Act and requirements in
Chapter 1143



Recording Requested by and
When Recorded Mail to:

CITY AND COUNTY OF SAN FRANCISCO
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property

(State of California Official Business
Document Entitled to Free Recordation
Pursuant to Government Code Section 6103)

PATENT

WHEREAS, Catellus Development Corporation, a Delaware corporation ("Catellus"), and the City and County of San Francisco, a charter city and county (the "City"), including its Port, have entered into the "Mission Bay City Land Transfer Agreement," dated as of September 8, 1993, as amended and restated by an Amended and Restated City Land Transfer Agreement dated as of November 16, 1998 ("Amended CLTA"), Catellus and the City acting by and through its Port Commission have entered into the "Mission Bay Port Land Transfer Agreement," dated as of September 8, 1993, as amended and restated by an Amended and Restated Port Land Transfer Agreement dated as of November 16, 1998 ("Amended PLTA"), and Catellus, the City, including its Port, and the State of California acting by and through the State Lands Commission have entered into the "Mission Bay Agreement Concerning the Public Trust," dated as of September 8, 1993, as amended and restated by an Amended and Restated Agreement Concerning the Public Trust dated as of November 16, 1998 ("Amended ACTPT") (the Amended CLTA, Amended PLTA and Amended ACTPT are hereinafter collectively referred to as the "Amended Land Transfer Agreements"), which provide, in part, for transfers of lands and interests therein between the parties; and

WHEREAS, pursuant to the Amended Land Transfer Agreements the City and Catellus have conveyed certain lands and interests therein to the State of California, acting by and through the State Lands Commission (the "State"), so that the State may impose the public trust for the purposes of commerce, navigation, and fisheries and may subject such lands and interests therein to the statutory trust created by that certain Act of the Legislature set forth as Chapter 1333, Statutes of 1968, as amended, and commonly known as the "Burton Act;" and

WHEREAS, the Legislature of this State has authorized this Patent in that certain Act of the Legislature set forth in Chapter 1143, Statutes of 1991, as amended by an Act of the Legislature set forth in Chapter 86 of the Statutes of 1992 and by an Act of the Legislature set forth in Chapter 203 of the Statutes of 1997 (collectively, the "Act");

NOW, THEREFORE, for and in consideration of the foregoing premises and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the State of California, consistent with established acts and policies, hereby conveys, releases, remises, and quitclaims to the City and County of San Francisco, a charter city and county, in trust, for the specific and limited purposes of effectuating the public trust purposes provided for in the Act, and subject to the public trust for commerce, navigation, and fisheries, all of the right, title, and interest held by the State in and to that property described in Exhibit A attached hereto and depicted on Exhibit A-1 attached hereto, each incorporated herein by reference (the "Property"), and subject to and further burdened by the statutory trust imposed by the Burton Act and subject to those exceptions and reservations to the State that are contained in the Burton Act, as if the Property had been transferred to the City from the State pursuant to the provisions of the Burton Act and the Burton Act Agreement (as defined in §1.15 of the Amended PLTA).

The trust for purposes of commerce, navigation, and fisheries referred to herein is identical to the public trust that is impliedly reserved in grants of tide and submerged lands by the State of California, which is described in People v. California Fish Co. (1913) 166 Cal. 576.

The State reserves the right by Act of the Legislature to amend, modify, or revoke, in whole or in part, the transfer of lands in trust as provided for herein, provided that the State shall thereupon assume all lawful obligations related to such lands as may revert to the State by such action.

[Signatures on next page.]

IN TESTIMONY WHEREOF, I,

Governor of the State of California,
have caused these Letters to be made
Patent, and the Seal of the State of
California to be hereunto affixed.
Given under my hand at the City of
Sacramento, this, the ____ day of
_____ in the year
one thousand nine hundred and
ninety-_____.

Governor of State

Attest: _____
Secretary of State

Countersigned: _____
Executive Officer
State Lands Commission

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Patent dated _____ from the State of California to the City and County of San Francisco, a charter city and county, is hereby accepted by the undersigned officer or agent on behalf of the City and County of San Francisco pursuant to authority conferred by Ordinance No. _____ adopted on _____, 1998, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By: _____

EXHIBIT A

REAL PROPERTY DESCRIPTION

[TO BE ADDED AT CLOSING]

**[Property Described in Exhibit K to
Amended Agreement Concerning the Public Trust]**

EXHIBIT A-1

MAP

[Exhibit K-1 to
Amended Agreement Concerning the Public Trust]

EXHIBIT W

AMENDED PORT LAND TRANSFER AGREEMENT

EASEMENT FOR PUBLIC TRUST ENCUMBERING WESTERN PACIFIC EASEMENT
PARCELS

EXHIBIT W TO AMENDED PLTA

PUBLIC TRUST EASEMENT AND DEED

Covers: Western Pacific Easement Parcels

Effect: Catellus imposes public trust easements in favor of State



Recording Requested by and
When Recorded Mail to:

STATE OF CALIFORNIA
c/o Attorney General's Office
2101 Webster Street
Oakland, California 94612-3049
Attn: Dennis M. Eagan, Deputy Attorney General

(State of California Official Business
Document Entitled to Free Recordation
Pursuant to Government Code Section 6103)

**PUBLIC TRUST EASEMENT
AND DEED**

WHEREAS, Catellus Development Corporation, a Delaware corporation ("Catellus"), and the City and County of San Francisco, a charter city and county (the "City"), including its Port, have entered into the "Mission Bay City Land Transfer Agreement," dated as of September 8, 1993, as amended and restated by an Amended and Restated City Land Transfer Agreement dated as of November 16, 1998 ("Amended CLTA"), Catellus and the City acting by and through its Port Commission have entered into the "Mission Bay Port Land Transfer Agreement," dated as of September 8, 1993, as amended and restated by an Amended and Restated Port Land Transfer Agreement dated as of November 16, 1998 ("Amended PLTA"), and Catellus, the City, including its Port, and the State of California acting by and through the State Lands Commission have entered into the "Mission Bay Agreement Concerning the Public Trust," dated as of September 8, 1993, as amended and restated by an Amended and Restated Agreement Concerning the Public Trust dated as of November 16, 1998 ("Amended ACTPT") (the Amended CLTA, Amended PLTA and Amended ACTPT are hereinafter collectively referred to as the "Amended Land Transfer Agreements"), which provide, in part, for transfers of lands and interests therein between the parties; and

WHEREAS, consummation of the Amended Land Transfer Agreements is contingent upon certain approvals of and conveyances of lands and interests therein by the State of California, acting by and through the State Lands Commission, releasing such lands from the public trust for the purposes of commerce, navigation, and fisheries; and

WHEREAS, in exchange for such action by the State of California, Catellus has agreed to convey an easement for the public trust in, over, and upon certain other lands as more particularly described hereinafter; and

WHEREAS, Catellus has executed and delivered this deed in accordance with and pursuant to the provisions of Section 3.1.1.8 of the Amended PLTA and Section 5.2.5 of the Amended ACTPT in order to impose an easement for the public trust in, over, and upon certain lands;

NOW, THEREFORE, for and in consideration of the foregoing premises and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Catellus Development Corporation, a Delaware corporation, does hereby convey, release, remise and quitclaim to the State of California:

(i) An easement for the purposes of commerce, navigation, and fisheries in, over, and upon the property described in Exhibit A attached hereto and depicted on Exhibit A-1 attached hereto and incorporated herein by this reference;

(ii) The right affecting the property described in Exhibit A for the benefit of the people of the State of California to hunt and fish in and over the waters of San Francisco Harbor; and

(iii) The right of the California Department of Transportation to utilize the property described in Exhibit A for future right-of-way, or easement, or material for the construction, location, realignment, expansion and maintenance of bridges, highways, or other transportation facilities.

The easement for the purposes of commerce, navigation, and fisheries conveyed in paragraph (i) herein is identical to the easement for public trust purposes that is impliedly reserved in grants of tide and submerged lands by the State of California, which easement is described in People v. California Fish Co. (1913) 166 Cal. 576.

The rights conveyed in paragraphs (ii) and (iii) herein are identical to the rights reserved to the State of California by the Act of the Legislature set forth as Chapter 1333, Statutes of 1968, as amended (the "Burton Act").

This instrument is given without warranty of title of any kind, express or implied, and no covenant of warranty of title shall be implied from the use of any word, or words, herein contained.

This conveyance is executed and delivered pursuant to the conditions and provisions of the Amended PLTA and the Amended ACTPT.

IN WITNESS WHEREOF, the undersigned have executed this deed this _____ day of _____, 1998.

[Signatures on next page]

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: _____

Title: _____

By: _____

Title: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Public Trust Easement and Deed dated _____ from Catellus Development Corporation to the State of California is hereby accepted as sovereign trust lands by the undersigned officer or agent on behalf of the State of California pursuant to authority conferred by that act of the Legislature set forth as Chapter 1143, Statutes of 1991, as amended, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

STATE LANDS COMMISSION

By: _____
Executive Officer

STATE OF CALIFORNIA)
)
COUNTY OF) ss.

On _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

EXHIBIT A

REAL PROPERTY DESCRIPTION

[TO BE ADDED AT CLOSING]

[Exhibit J to Amended AACTPT]

EXHIBIT A-1

MAP

[Exhibit J-1 to AACTPT]

EXHIBIT X

AMENDED PORT LAND TRANSFER AGREEMENT

PATENT TO CITY OF WESTERN PACIFIC EASEMENT PARCELS

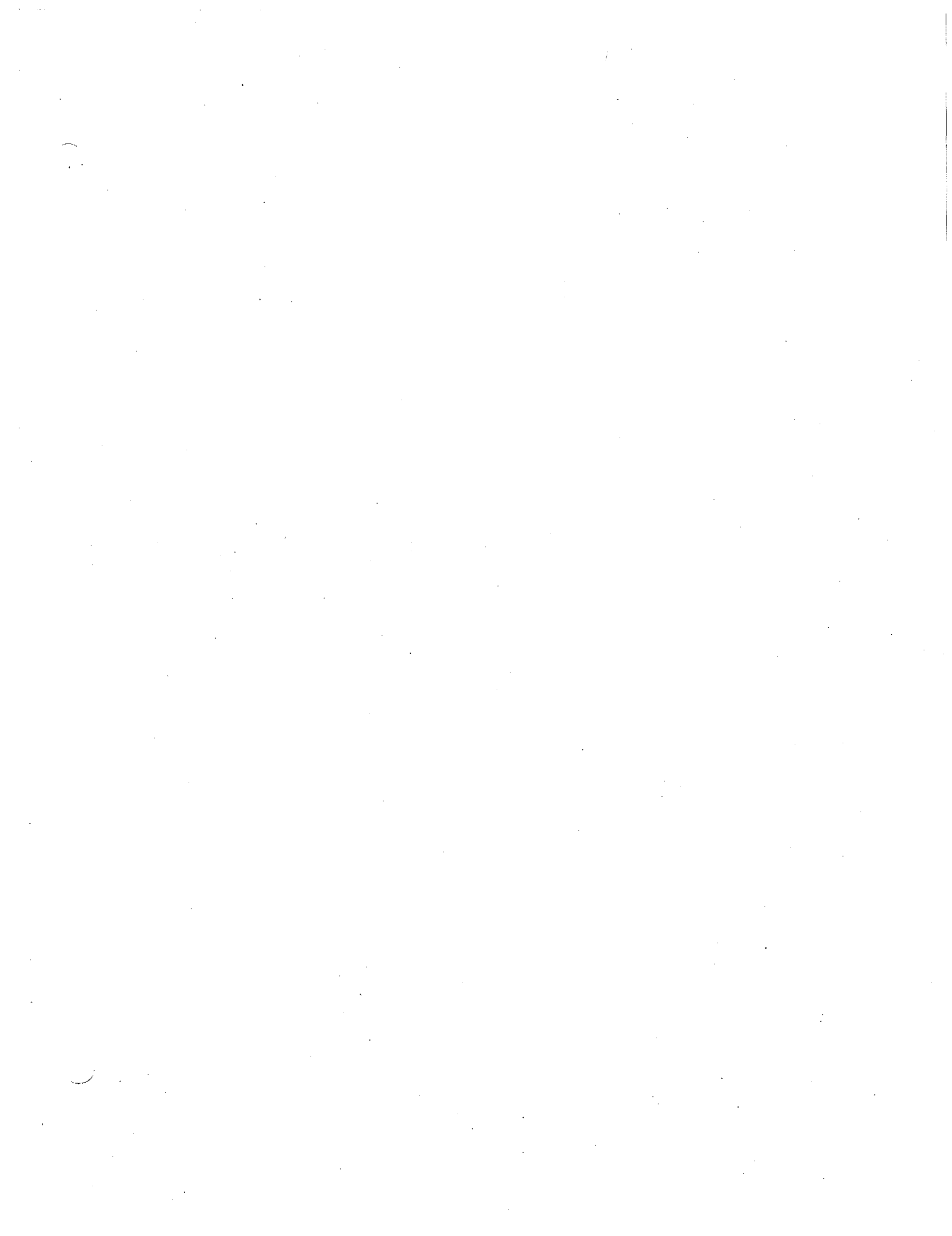


EXHIBIT X TO AMENDED PLTA

PATENT OF EASEMENT

Covers: Western Pacific Easement Parcels

Effect: State patents public trust easement to City as trustee, subject to requirements in Chapter 1143

Recording Requested by and
When Recorded Mail to:

CITY AND COUNTY OF SAN FRANCISCO
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property

(State of California Official Business
Document Entitled to Free Recordation
Pursuant to Government Code Section 6103)

PATENT OF EASEMENT

WHEREAS, Catellus Development Corporation, a Delaware corporation ("Catellus"), and the City and County of San Francisco, a charter city and county (the "City"), including its Port, have entered into the "Mission Bay City Land Transfer Agreement," dated as of September 8, 1993, as amended and restated by an Amended and Restated City Land Transfer Agreement dated as of November 16, 1998 ("Amended CLTA"), Catellus and the City acting by and through its Port Commission have entered into the "Mission Bay Port Land Transfer Agreement," dated as of September 8, 1993, as amended and restated by an Amended and Restated Port Land Transfer Agreement dated as of November 16, 1998 ("Amended PLTA"), and Catellus, the City, including its Port, and the State of California acting by and through the State Lands Commission have entered into the "Mission Bay Agreement Concerning the Public Trust," dated as of September 8, 1993, as amended and restated by an Amended and Restated Agreement Concerning the Public Trust dated as of November 16, 1998 ("Amended ACTPT") (the Amended CLTA, Amended PLTA and Amended ACTPT are hereinafter collectively referred to as the "Amended Land Transfer Agreements"), which provide, in part, for transfers of lands and interests therein between the parties; and

WHEREAS, pursuant to the Amended Land Transfer Agreements, Catellus has conveyed a public trust easement for the purposes of commerce, navigation, and fisheries ("public trust easement") in, over, and upon certain lands as more particularly described hereinafter; and

WHEREAS, the State of California, acting by and through the State Lands Commission, consistent with established acts and policies, desires to transfer said public trust easement in trust to the City; and

WHEREAS, the Legislature of this State has authorized this Patent in that certain Act of the Legislature set forth in Chapter 1143, Statutes of 1991, as amended by an Act of the

Legislature set forth in Chapter 86 of the Statutes of 1992 and by an Act of the Legislature set forth in Chapter 203 of the Statutes of 1997 (collectively, the "Act");

NOW, THEREFORE, for and in consideration of the foregoing premises and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the State of California hereby conveys, releases, remises, and quitclaims to the City and County of San Francisco, a charter city and county, in trust, an easement in, over, and upon the property described in Exhibit A attached hereto and depicted on Exhibit A-1 attached hereto, each incorporated herein by reference (the "Real Property"), for the specific and limited purpose of effectuating the public trust purposes provided for in the Act, and subject to the public trust for commerce, navigation, and fisheries, and subject to, and further burdened by, the statutory trust imposed by the Act of the Legislature set forth as Chapter 1333, Statutes of 1968, as amended (the "Burton Act") and subject to those exceptions and reservations to the State as if the Real Property had been transferred to the City from the State pursuant to the provisions of the Burton Act and the Burton Act Agreement (as defined in §1.15 of the Amended PLTA).

The easement for the purposes of commerce, navigation, and fisheries described herein is identical to the easement for public trust purposes that is impliedly reserved in grants of tide and submerged lands by the State of California, which easement is described in People v. California Fish Co. (1913) 166 Cal. 576.

The State reserves the right by Act of the Legislature to amend, modify, or revoke, in whole or in part, the transfer of this Easement in trust as provided for herein, provided that the State shall thereupon assume all lawful obligations related to such Easement as may revert to the State by such action.

This instrument is given without warranty of title of any kind, express or implied, and no covenant or warranty of title shall be implied from the use of any word, or words, herein contained.

IN TESTIMONY WHEREOF, I,

Governor of the State of California, have caused these Letters to be made Patent, and the Seal of the State of California to be hereunto affixed. Given under my hand at the City of Sacramento, this, the ____ day of _____ in the year one thousand nine hundred and ninety-_____.

Governor of State

Attest: _____
Secretary of State

Countersigned: _____
Executive Officer
State Lands Commission

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Patent of Easement dated _____ from the State of California to the City and County of San Francisco, a charter city and county, is hereby accepted by the undersigned officer or agent on behalf of the City and County of San Francisco pursuant to authority conferred by Ordinance No. _____ of the Board of Supervisors adopted on _____, 1998, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By: _____

STATE OF CALIFORNIA)
)
) ss.
COUNTY OF)

On _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

EXHIBIT A

REAL PROPERTY DESCRIPTION

[TO BE ADDED AT CLOSING]

[Exhibit J to AACTPT]

EXHIBIT A-1

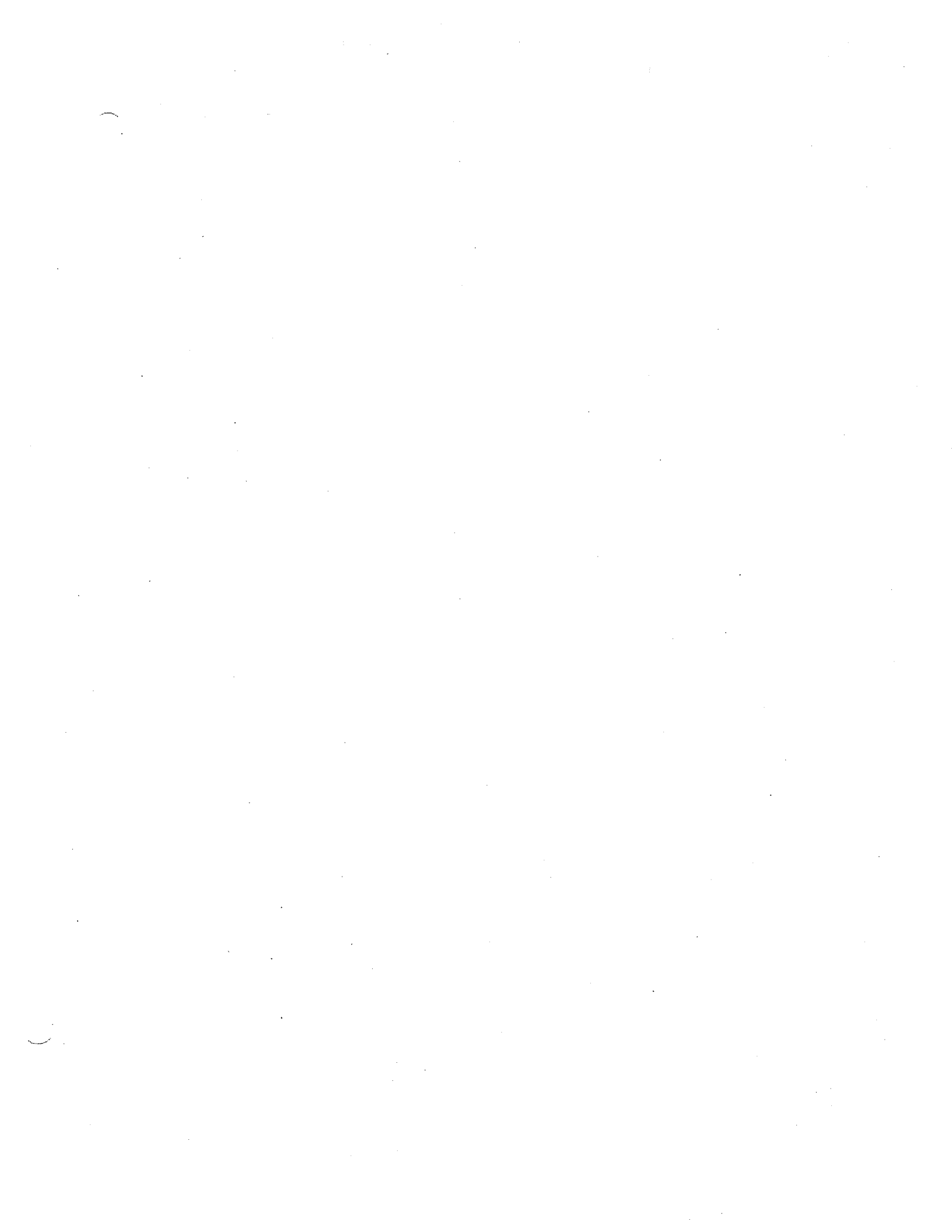
MAP

[Exhibit J-1 to AACTPT]

EXHIBIT Y

AMENDED PORT LAND TRANSFER AGREEMENT

FORM OF EASEMENT



RECORDING REQUESTED BY:

AND WHEN RECORDED RETURN TO:

(Space above this line for Recorder's use only)

EASEMENT AGREEMENT

By and Between

City and County of San Francisco
Catellus Development Corporation

EASEMENT AGREEMENT

*Insert either, as appropriate: (City Access/Utilities Easements)
or (Catellus Access Easements)*

This Easement Agreement ("Agreement") is made this _____ day of _____, 19__, by and between (*insert appropriate party: either Catellus Development Corporation, a Delaware corporation, or the City and County of San Francisco*) ("Grantor") and (*insert appropriate party: either the City and County of San Francisco or Catellus Development Corporation, a Delaware corporation*) ("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, described in Exhibit "A" attached hereto (the "Burdened Property"). [*For utility facilities, it is anticipated that the description of the Burdened Property will be limited to the actual location of those facilities.*]

B. Grantee is the owner of all that certain real property situated in the City and County of San Francisco, State of California, described in Exhibit "B" attached hereto (the "Benefitted Property").

C. The parties hereto have previously entered into the following agreements:
(i) that certain Amended and Restated Mission Bay City Land Transfer Agreement dated as of _____, 1998 (the "Amended CLTA") by and between the City and County of San Francisco and Catellus Development Corporation.

(ii) that certain Amended and Restated Mission Bay Port Land Transfer Agreement dated as of _____, 1998 (the "Amended PLTA") by and between the City and County of San Francisco (acting when necessary therein by and through the San Francisco Port Commission) and Catellus Development Corporation. The Amended CLTA and the Amended PLTA are hereinafter collectively referred to as the "Land Transfer Agreements."

D. *[Insert only if City is Grantee]* At the time of the execution of the foregoing agreements the Burdened Property was owned by Grantee and consisted of paper and/or existing public streets.

E. *[Insert as appropriate: (i)* Immediately prior to the execution hereof Grantee vacated the Burdened Property as public streets and conveyed the Burdened Property to Grantor pursuant to provisions of the Land Transfer *Agreements; or (ii)* Grantor owns the Burdened Property in fee.

F. This Agreement and the easement herein granted are being executed and delivered in order to preserve *(insert appropriate clause: (i)* the continued use and maintenance of certain existing public utility lines and related structures operated by Grantee within the Burdened Property; *or (ii)* existing means of access on and over the Burdened Property) in accordance with the provisions of this Agreement, as contemplated under the Land Transfer Agreements.

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

1. Grant of Easement. Subject to the provisions of this Agreement, Grantor hereby grants to Grantee a non-exclusive easement ("Easement") for *(insert appropriate clause: (i) persons and vehicles solely for access to and egress from the Benefitted Property and for roadway purposes on and over the Burdened Property by Grantee and its officers, employees, agents, contractors, subcontractors, tenants, and invitees of the Benefitted Property on and over portions of the Burdened Property depicted on and described in Exhibit "C" attached hereto ("Easement Area") or (ii) the maintenance, operation, repair and removal of existing public utility facilities, including existing lines, pipes, conduits, cables, wires, poles and other convenient structures, equipment and fixtures (collectively, the "Facilities"), for the operation [specify types of utilities located in easement area, i.e., public sewer lines, water lines] in their existing locations within the portions of the Burdened Property depicted and more particularly described on Exhibit "C" attached hereto (the "Easement Area") [attach map and legal description of facilities]*, together with reasonable access thereto for the purposes set forth above.

2. Limitation on Use.

(a) Grantee acknowledges that the Easement herein granted is non-exclusive. Grantee agrees that the use of the Easement herein granted shall not (i) impede work (A) required to be performed by a private or public utility company to repair or maintain any functioning, in-place utility facility located on the Burdened Property provided that Grantor shall use reasonable efforts to attempt, at no additional cost to Grantor, to cause the utility to perform such work in a manner that will not unreasonably interfere with the use of the Burdened Property or (B) by Grantor as may reasonably be required for repair or maintenance of the Burdened

Property or (ii) unreasonably impede the use of the Burdened Property as a roadway by Grantor or its invitees. *(Note: Clause (ii) should be deleted from utility easements)*

3. Term of Easement.

(a) The Easement granted under Section 1 of this Agreement shall commence on the date hereof and shall terminate, in whole or in part, in accordance with this Section 3. The Grantee may, however, terminate this Easement at any time as to all or any portion of the Burdened Property by written notice to the Grantor.

(b) *[insert in Access Easement only:* In addition, the Easement shall terminate, as to all or applicable portions of the Easement Area, upon the earliest to occur of (i) Grantee's *(Note: insert Grantor's instead of Grantee's, if City is Grantor)* acceptance of the dedication of a public street which provides access to the applicable portions of the Benefitted Property being served by the Easement which is to be terminated; (ii) a determination by the City's Director of Public Works that such access is no longer required by the owners of the applicable portions of the Benefitted Property, as may be evidenced by written notice from such owners.] (iii) *[Note: insert only where Catellus is Grantor:* Grantor grants to Grantee and Grantee accepts an immediate temporary substitute easement and there appears on a final subdivision map which has been filed with the City's Department of Public Works a dedicated public street over the area of such substituted easement which, when such dedication is accepted, will, in the reasonable judgment of the Director of Public Works, so acknowledged in writing, satisfy the requirements of a dedicated public street which provides a means of access directly to the Benefitted Property other than the Easement granted in Section 1 hereinabove.] The access

provided by any of the foregoing alternatives must, in the reasonable judgment of the Director of Public Works (or Grantee if *Catellus* is the Grantee), be substantially equivalent in all respects (including, without limitation, the ease and ability to travel across any substitute easement and continued access to all properties directly served by the Easement or portion thereof being terminated) (either alone or in conjunction with other access) to the Easement or portion thereof which is being terminated. *[(Note: Insert only where City is Grantee.)* Since the parties recognize that an easement granted under alternative (iii) above will by its nature be temporary, Grantee agrees that the facilities creating said temporary easement may be less extensive than those required by alternative (i) above so long as such facilities (either alone or in conjunction with other access) provide the access substantially equal (as described in the foregoing sentence) to the access given in the Easement. Whether alternative (i) or (iii) above shall be used in any given case shall be the decision of Grantor, provided that all conditions required for either such alternative (including without limitation any determination to be made solely by Grantee) are satisfied. In the event access rights are granted by virtue of alternative (iii) above, then the provisions of this Agreement shall apply to such substitute easement.] *[(insert in Utility Easements:* In addition, the easement described in Section 1 above shall terminate, in whole or in part, upon the earliest of (i) the Grantee's acceptance of a new dedicated public street or streets in place of the portions of the Burdened Property in which the Facilities are located or (ii) the determination by the City's Director of Public Works that (A) reasonable alternative utility service has been provided to areas served by the applicable Facilities or (B) the areas served by the applicable portion of the Facilities no longer require the service (as may be evidenced by

written notice from the owners of the property being served that service is no longer required) and that any new facilities shall be placed in newly dedicated streets pursuant to then applicable franchise rights or other applicable state or federal laws or otherwise in locations and on terms and conditions reasonably satisfactory to the City's Director of Property, the Director of Public Works, and where appropriate, the Executive Director of the Port Commission, including, without limitation, the location, term, including scope, access rights and maintenance rights for the new Facilities.)/

(c) Upon the termination, in whole or in part, in accordance with this Section 3 of the Easement granted in Section 1 of this Agreement or (*include only in access easement*) of a temporary easement granted under the provisions of alternative 3(b)(iii) above, (*insert as appropriate: either the Director of Property or Grantee*) shall cause to be executed, acknowledged and delivered on behalf of Grantee to Grantor a quitclaim deed to evidence such termination (*insert if appropriate: without further action of the Board of Supervisors of Grantee*).

4. Condition of the Burdened Property.

(a) Grantor makes no representations or warranties whatsoever, under this Easement 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), and the use of the Easement herein granted shall be with the Burdened Property in an "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 above. However, Grantor shall not take any action that would unreasonably impair the ability of Grantee to use the Easement herein granted. Nothing herein shall be construed in any way to alter, amend, or otherwise relieve Grantor or Grantee of any of their respective responsibilities with regard to the physical condition of the Burdened Property (including without limitation, responsibilities with regard to environmental investigation and remediation) set forth in the Land Transfer Agreements or in any other document instrument or agreement by and among the parties.

(b) Grantee agrees to maintain the Easement Area in a safe condition and in such physical condition as Grantee reasonably deems necessary to allow Grantee to exercise the Easement provided that such maintenance does not unreasonably impede the use of the Burdened Property as a roadway by Grantor or Grantor's licensees. *[Insert in Utilities Easements only:* In addition, Grantee shall maintain the facilities in good working order and condition consistent with the manner Grantee maintains other City-owned utilities.] Except as specifically herein provided, Grantor and Grantee shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description to the Easement Area, including the improvements at any time located on the Easement Area. Upon termination of the Easement, or any portion thereof, Grantee shall surrender use and possession of the Burdened Property, or applicable portion thereof free and clear of any liens or encumbrances relating to or arising in connection with the use of the Burdened Property by reason of the Easement. *[In access and utility easement for 6th Street, revise this provision to provide that Grantor agrees to maintain the Easement Area in good condition and repair so as to permit pedestrian and vehicular access*

consistent with existing usage. However, Grantor shall not be obligated to maintain the Easement Area to a standard applicable to open public streets.]

5. Indemnification.

(a) Grantee shall indemnify, defend and hold Grantor, its officers, directors, shareholders, 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), which injury, death or physical damage arises out of or is connected with Grantee's (or Grantee's officers, employees, agents, contractors, licensees, or invitees) use or occupancy of any of the Burdened Property under the authority of the Easement, and (ii) the use, generation, processing, production, packaging, treatment, storage, emission, discharge or disposal of Hazardous Materials (as that term is defined hereinbelow) on or about the Burdened Property by any member of the public or by Grantee, its agents, employees, contractors, invitees or licensees in connection with the exercise of Grantee's rights under the Easement. 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.

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

defend, compromise or settle such Indemnified Claim, Grantor shall have the right promptly to hire counsel at Grantee's sole expense to carry out such defense, compromise or settlement, which expense shall be immediately due and payable to Grantor upon receipt by Grantee of a properly detailed invoice therefor.

6. Litigation Expenses.

(a) General. If either party hereto brings an action or proceeding (including any cross-complaint, counterclaim, or third-party claim) against the other party by reason of a default, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing party" within the meaning of this Section 6 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 6 shall include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action.

(c) Fee Award for City Attorney's, Catellus In-House Counsel. For purposes of this Agreement, reasonable fees of attorneys of the Grantee's *[Insert Grantor's instead of Grantee's if City is Grantor.]* Office of City Attorney and any in-house counsel of Grantor *[Insert Grantee instead of Grantor if City is 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 *[Insert Grantor's instead of Grantee's if City is Grantor.]* or Grantor's *[Insert Grantee's instead of Grantor's if City is Grantor.]* in-house counsel's services were rendered who practice in the City and County of San Francisco, State of California, in law firms with approximately the same number of attorneys as employed by the Office of City Attorney, or, in the case of Grantor's *[Insert Grantee's instead of Grantor's if City is Grantor.]* in-house counsel, as employed by the outside counsel for Grantor *[Insert Grantee instead of Grantor if City is Grantor.]*.

7. Alternative Dispute Resolution. Grantor and Grantee, by mutual agreement, may submit any factual or other (to the extent Grantee *[Insert Grantor instead of Grantee if City is Grantor.]* 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 a reasonable time 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.

8. Time. Time is of the essence of this Agreement and each and every part thereof.

9. Conveyance of Burdened Property. If while this Agreement is in effect as to such property, Grantor shall convey the Burdened Property or any part thereof to someone other than Grantee, Grantor agrees that at the close of such conveyance, the grantee thereof shall in writing acknowledge the existence of the easement herein granted and that such grantee is subject to the terms of this Agreement and shall assume all of the obligations of Grantor in this Agreement; and an executed copy of said acknowledgment and assumption shall be delivered to Grantee upon the close of such conveyance. Upon delivery of said acknowledgment and assumption to Grantor, Grantor shall be released from its obligations thereafter accruing under the provisions of this Agreement relating to the property so conveyed.

10. Amendment. This Agreement may be amended or otherwise modified only in writing signed and acknowledged by Grantor and Grantee, or the successors and assigns of each, subject to the provisions of Section 15 hereof.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. 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.

13. 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.

14. 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. *[Note: If City is Grantor, appropriate changes to parties below need to be made.]*

Grantor: Catellus Development Corporation
201 Mission Street, 2nd Floor
San Francisco, California 94105
Attention: Mission Bay Development Office
Telefacsimile: (415) 974-3724

with a
copies to: Catellus Development Corporation
201 Mission Street, 2nd Floor
San Francisco, California 94105
Attention: General Counsel
Telefacsimile: (415) 974-4613

and to: Pamela S. Duffy, Esq.
Coblentz, Patch, Duffy, & Bass
222 Kearny Street, 7th Floor
San Francisco, California 94108
Telefacsimile: (415) 989-1663

Grantee: Director of Administrative Services
401 Van Ness Avenue, Room 402
San Francisco, California 94102

Telefacsimile: (415) [554-4849]

with a
copies to:

City Attorney, City of San Francisco
Fox Plaza
1390 Market Street, 6th Floor
San Francisco, CA 94102
Attention: Jesse Capin Smith, Esq.
Telefacsimile: (415) 554-3808

and

Director of Property
Real Estate Department
25 Van Ness Avenue
Suite 400
San Francisco, California 94108
Telefacsimile: (415) 552-9216

and

Port of San Francisco
Ferry Building, Rm. 3100
San Francisco, California 94111
Attention: Director of Real Estate
Telefacsimile: (415) 274-0578

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.

15. Successors and Assigns.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including without limitation all grantees and other successors-in-interest of Grantor in any of the Burdened Property.

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

(a) Grantor is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and is duly qualified and in good standing as a foreign corporation under the laws of the State of California. *(Delete if City is Grantor)*

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

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. The easement herein granted is in gross and for the personal benefit solely of Grantee. *[Delete last sentence if Catellus is Grantee.]*

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 encumbrancers of the Burdened Property or any part thereof and their successors and assigns.

23. Insurance; [Waiver of Subrogation].

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

(b) The terms and provisions of this Section 23(b) shall be inoperative unless and until Grantee's policy of self-insurance changes and Grantee is procuring liability insurance covering its use of the easement granted herein. If Grantee does obtain liability insurance, each party, for itself and, to the extent it is legally permissible for it to do so and without affecting the coverage provided by insurance maintained by such party, on behalf of its insurer hereby releases and waives any right to recover against the other party from any liability for (i) damages for injury to or death of persons, (ii) any loss or damage to property, (iii) any loss

or damage to buildings or other improvements, or (iv) claims arising by reason of any of the foregoing, to the extent that such damages and/or claims under (i) through (iv) are covered (and only to the extent of such coverage) by insurance actually carried by each party, irrespective of any negligence on the part of such party which may have contributed to such loss or damage. The provisions of this paragraph (b) are intended to restrict each party (as permitted by law) to recovery for loss or damage against insurance carriers to the extent of such coverage, and waive fully, and for the benefit of the other party, any rights and/or claims that might give rise to a right of subrogation in any such insurance carrier.

24. 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.

25. MacBride Principles - Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Grantor acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

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

27. 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.

28. Prohibiting City Business with Burma.

By its execution of this Agreement, Grantor attests that it is not the government of Burma (Myanmar), a person or business entity organized under the laws of Burma (Myanmar) or a "prohibited person or entity" as defined in San Francisco Administrative Code section 12J.2(G). The Grantee may terminate this Agreement for default if Grantor violates the terms of section 12J.2(G).

[Note: If Catellus is Grantee, references to Grantor in sections 26 and 28 shall be changed to Grantee, and references to Grantee shall be changed to Grantor.]

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IN WITNESS WHEREOF, this Agreement has been executed by the parties
hereto on the day and year first above written.

CITY AND COUNTY OF SAN FRANCISCO,
a charter city and county

ANTHONY J. DELUCCHI
Director of Property

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: _____
Title:By:

APPROVED AS TO FORM:

Louise H. Renne, City Attorney

By: _____
Jesse Capin Smith
Deputy City Attorney

[acknowledgements]

EXHIBIT Z

AMENDED PORT LAND TRANSFER AGREEMENT

VALUES FOR TITLE INSURANCE PURPOSES

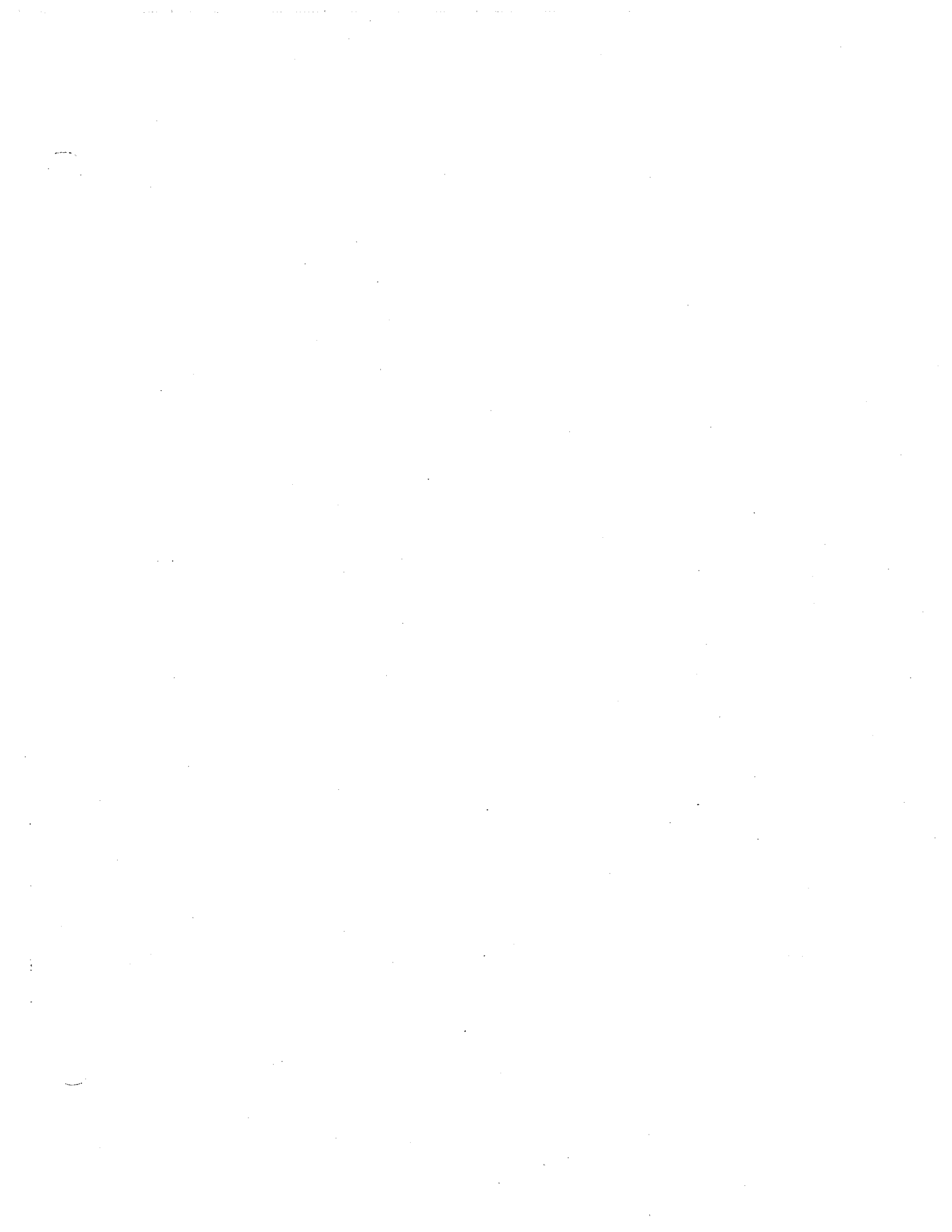


EXHIBIT Z

**AMENDED AND RESTATED
PORT LAND TRANSFER AGREEMENT**

TITLE INSURANCE VALUES

PORT TRANSFER PARCELS

The amount of required title insurance for the Port Transfer Parcels, including the Port Leasehold Parcels and the City Facilities Parcel shall be \$11.23 per square foot.

WESTERN PACIFIC EASEMENT PARCEL

The total amount of required title insurance to be provided the State and to the City as Trustee under the public trust for the Western Pacific Easement Parcel to be encumbered with an easement for the public trust shall be Five-hundred thousand (\$500,000) dollars.

WESTERN PACIFIC SHORELINE

The amount of required title insurance to be provided the State and to the City as Trustee under the public trust for the Western Pacific Shoreline shall be \$1,000,000.00.

WESTERN PACIFIC TRANSFER PARCEL

The amount of required title insurance to be provided the City as fee owner of the Western Pacific Transfer Parcel to be conveyed by Catellus to the City shall be \$25,000,000.00.*

EXHIBIT AA

AMENDED PORT LAND TRANSFER AGREEMENT

AGENCY LEASE TERM SHEET



EXHIBIT AA
MISSION BAY PORT LAND TRANSFER AGREEMENT

TERM SHEET FOR AGENCY LEASE

- Defined Terms:** The capitalized terms used herein shall have the meanings set forth in the Mission Bay North Owner Participation Agreement ("North OPA") and the Mission Bay South Owner Participation Agreement ("South OPA") unless otherwise defined herein.
- Landlord:** The City and County of San Francisco ("City") and The City and County of San Francisco acting through the San Francisco Port Commission ("Port").
- Tenant:** The Redevelopment Agency of the City and County of San Francisco.
- Premises:** The Open Space Parcels within the Mission Bay North and South Plan Areas and the Bayfront Park, which are to be developed as open space, parks or plazas pursuant to the North OPA and South OPA, including without limitation the Port Open Space Parcels (as defined in the Amended and Restated Port Land Transfer Agreement ("PLTA")), all of which shall be made subject to the Agency Lease in phases, as more particularly described below.
- Phases:** (i) As Catellus Development Corporation ("Owner") prepares to develop the Open Space Parcels, Owner shall give written notices to the Landlord and Tenant (each, an "Agency Lease Notice"), specifying the portions of the Premises that Owner intends to develop. Owner shall not give an Agency Lease Notice unless Owner reasonably anticipates that Owner will be in a position to Commence Construction of Improvements on the Open Space Parcels within the area which is the subject of the Agency Lease Notice, on or before thirty (30) days following the date the Agency Lease is to become effective with respect to the applicable portion of the Premises, subject to extension for Unavoidable Delays and delays in receiving applicable permits and approvals (so long as Owner is diligently attempting to obtain the same). With respect to any Agency Leasehold Parcels (as defined in the PLTA) within

sixty (60) days following the initial Agency Lease Notice, and with respect to any other portion of the Premises, within thirty (30) days following the initial Agency Lease Notice, Landlord and Tenant shall enter into the Agency Lease covering the portion of the Premises designated in the Agency Lease Notice; thereafter, with respect to any Agency Leasehold Parcels, within sixty (60) days following any subsequent Agency Lease Notice, or with respect to any other portion of the Premises, within thirty (30) days following any subsequent Agency Lease Notice, the portions of the Premises specified in the applicable notice shall become subject to the Agency Lease.

(ii) Portions of the Premises will be subject to the Catellus Lease, to be entered into between Landlord and Owner at the initial Closing under the Land Transfer Agreements. If the Landlord, as trust administrator of the Public Trust, elects to terminate the Catellus Lease and convert the interim uses thereon to open space uses, the Landlord and Tenant shall concurrently with the effective date of termination of the Catellus Lease enter into the Agency Lease, covering the portions of the Premises which are no longer subject to the Catellus Lease (or if the Agency Lease has previously been entered into, Landlord and Tenant shall cause the portions of the Premises previously subject to the Catellus Lease and affected by the termination, to be subject to the Agency Lease).

Assignment and Subletting:

Tenant may not assign or sublet the Premises, without the consent of the Landlord and Owner, not to be unreasonably withheld, and any proposed assignment or subletting without consent shall be void. Notwithstanding the foregoing, in no event may Tenant assign or sublet all or any portion of its interest in the Premises if such assignment or subletting would have the affect of materially increasing or adversely affecting any rights or obligations of Owner under the North OPA, South OPA, or Redevelopment Plans or would alter the permitted use, decrease the height of any building or reduce the density or intensity of the development contemplated under the North OPA, South OPA or Redevelopment Plans. Landlord may not assign or otherwise transfer the Premises or its rights under the Agency Lease without the consent of Tenant and Owner, not to be unreasonably withheld, and any proposed assignment or transfer without consent shall be void. Notwithstanding the foregoing, in no event may Landlord assign or transfer all or any portion of its interest in the Premises or under the Agency Lease, if such assignment or transfer would have the effect of materially increasing or adversely affecting any rights or obligations of Owner under the North OPA,

South OPA, or Redevelopment Plans or would alter the permitted use, decrease the height of any building or reduce the density or intensity of the development contemplated under the North OPA, South OPA, or Redevelopment Plan.

**Third Party
Beneficiary**

Owner shall be named as an intended third party beneficiary of the Agency Lease, and shall be entitled to enforce the parties obligations thereunder, subject to the notice and cure provisions contained therein. The Agency Lease shall not be amended or terminated without the consent of Owner, not to be unreasonably withheld, so long as the amendment or termination would not have the affect of (i) materially increasing or adversely affecting any rights or obligations of Owner under the North OPA, South OPA or Redevelopment Plans or (ii) altering the permitted use, decreasing the height of any building or reducing the density or intensity of the development contemplated under the North OPA, South OPA or Redevelopment Plans. Landlord shall be named as an intended third party beneficiary of any Permits to Enter issued by the Agency pursuant to the Agency Lease.

Term:

The term shall commence sixty (60) days after Owner gives the original Agency Lease Notice, if such notice covers Agency Leasehold Parcels, or thirty (30) days after Owner gives the original Agency Lease Notice, if such notice covers any other portion of the Premises, and shall expire upon the later of (i) forty-five (45) years following commencement of the term or (ii) with respect to those portions of the Premises within the North Plan Area, upon the expiration of the Redevelopment Plan for the North Plan Area, and with respect to those portions of the Premises within the South Plan Area, upon the expiration of the Redevelopment Plan for the South Plan Area.

Use:

The Premises shall be used only for public open space/park uses (and the construction thereof), which open space/parks shall be consistent with the requirements of the North OPA, South OPA and the applicable Redevelopment Plan and Plan Documents, the public trust use restrictions imposed by the Act (as defined in the PLTA).

Permits to Enter:

Tenant shall grant to Owner and its successors and assigns permits to enter covering the Premises, including the Bayfront Park, in the form attached to the North OPA and/or South OPA, as applicable, for purposes of constructing Improvements for the Open Space Parcels and related infrastructure, as well as environmental testing and remediation.

Compliance with Laws: Tenant shall be responsible for complying with all applicable laws, including the Port park code, if applicable, as well as the RMP(s) for the Premises, the environmental restrictions recorded against the Premises, and the Redevelopment Plan. Tenant shall provide to Landlord an environmental indemnity reasonably satisfactory to Landlord.

Rent: One dollar (\$1.00) per year, prepaid upon Agency Lease execution for the initial forty-five (45) years.

Taxes: Tenant is to pay any and all real estate and possessory interest taxes.

Maintenance: Upon completion of construction of the Improvements on the applicable Open Space Parcels and acceptance by Landlord, Tenant will maintain, at its sole cost and expense, in good order, repair and condition, the Premises and all improvements thereon, to a standard consistent with the requirements of the applicable Mission Bay North or South Financing Plans, subject to availability of adequate funds from the maintenance CFD to be formed pursuant to the applicable Mission Bay North or South Financing Plans.

Security: Tenant will provide security for the Premises at such frequencies and to such standards, and consistent with funding available to it under the maintenance CFD, as may be appropriate for the type of urban open space, plazas and parks, developed pursuant to the North OPA, South OPA and/or applicable Redevelopment Plan. Tenant will use best efforts to prevent loitering and unlawful activity in the Premises.

Improvements: Following construction of the initial Improvements contemplated by the North OPA, South OPA and North or South Redevelopment Plan, as applicable, no improvements (other than ordinary repairs and maintenance) shall be made to the Premises without (i) the written consent of Landlord and, (ii) if the improvements would be inconsistent with the Redevelopment Requirements, would increase costs under the Maintenance CFD or would reduce the availability of Net Available Increment for Infrastructure pursuant to the Financing Plan, the prior written consent of Owner.

Other Provisions: Other provisions will be based upon the Rincon Point Park lease between the Port and the Agency.

EXHIBIT BB

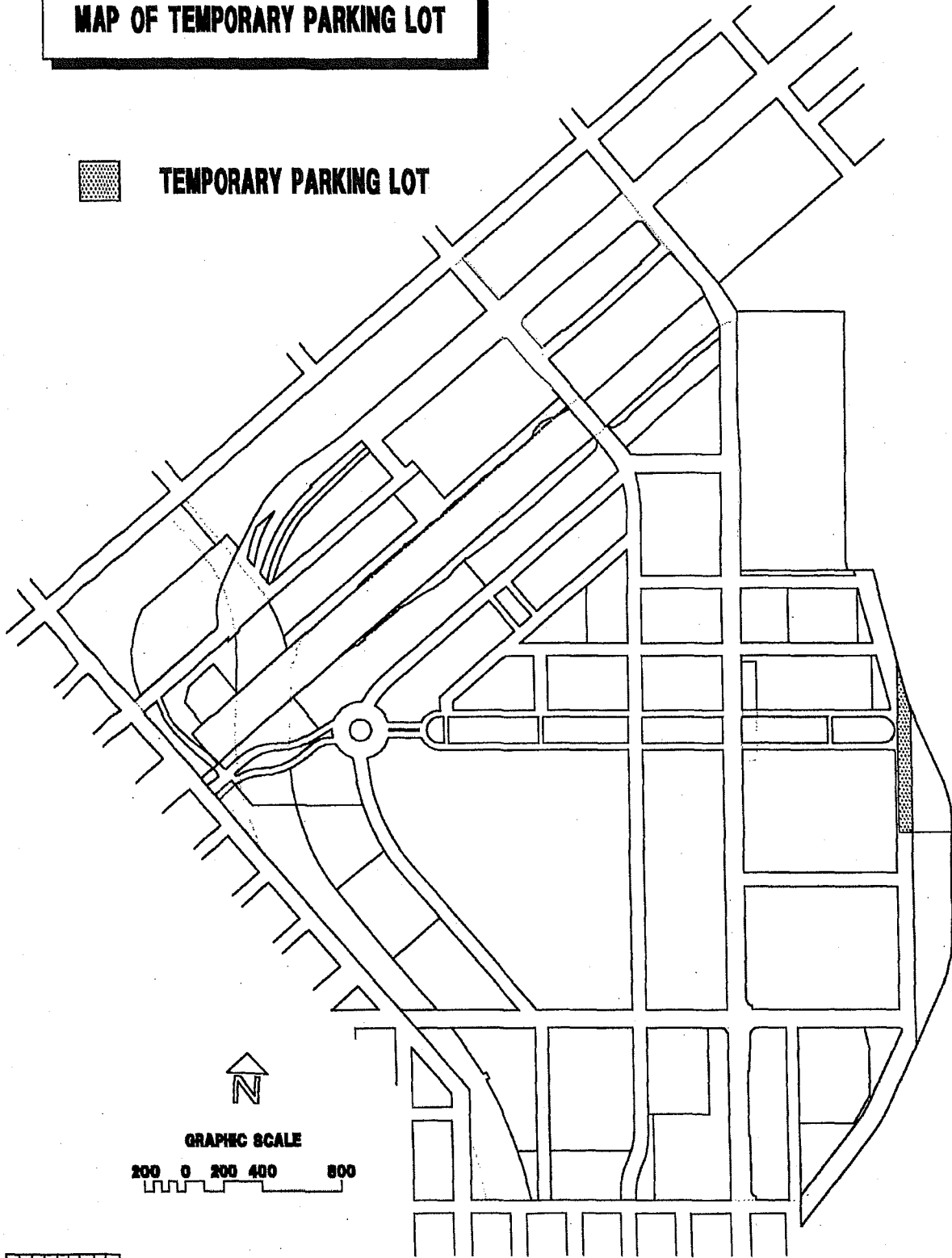
AMENDED PORT LAND TRANSFER AGREEMENT

MAP OF TEMPORARY PARKING LOT

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF TEMPORARY PARKING LOT**



TEMPORARY PARKING LOT



GRAPHIC SCALE

200 0 200 400 800

PLTA-BB 98.0750 / L



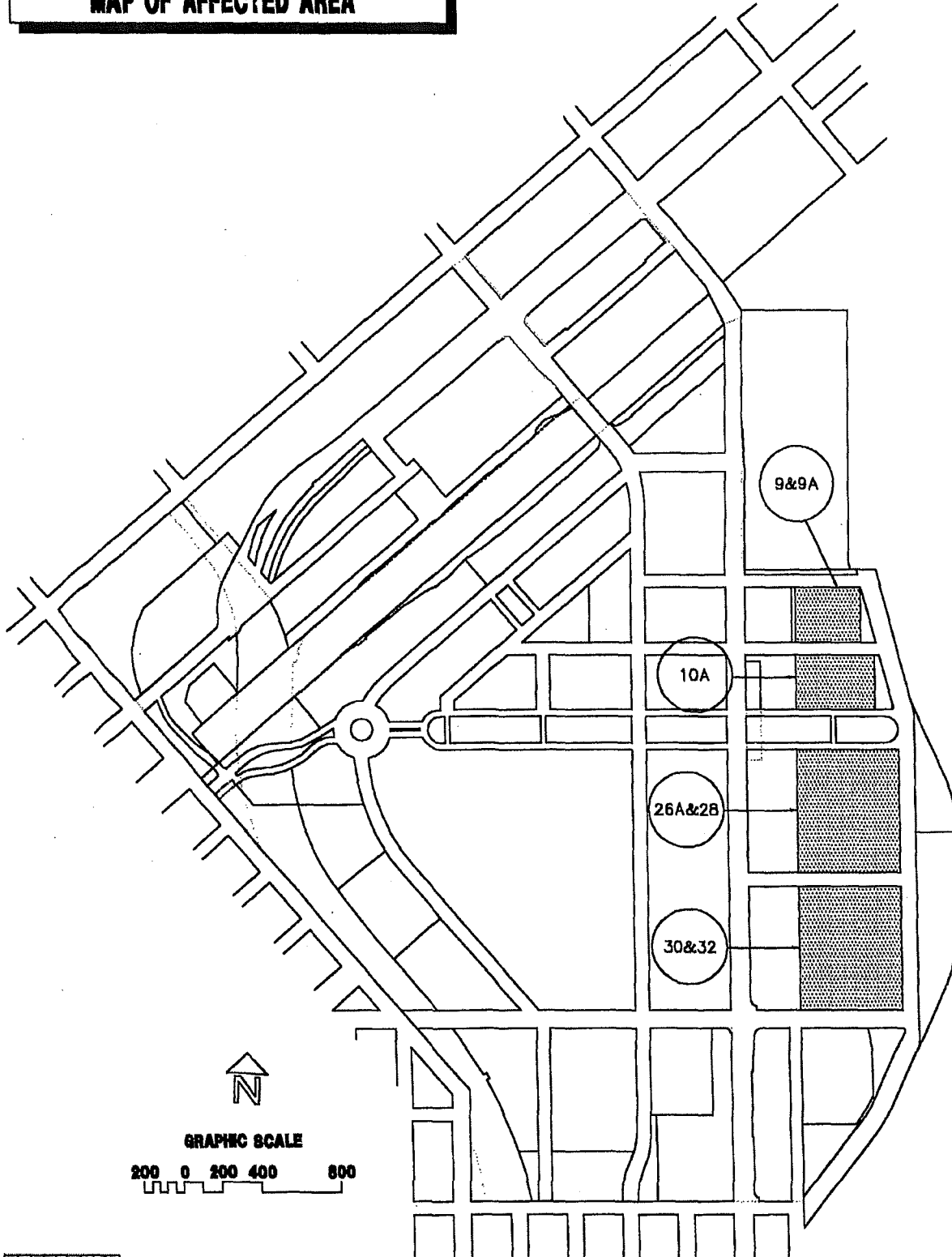
**EXHIBIT BB
SHEET 1 OF 1**

EXHIBIT CC

AMENDED PORT LAND TRANSFER AGREEMENT

MAP OF AFFECTED AREA

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF AFFECTED AREA**



PLTA-CC 98.0555 / L

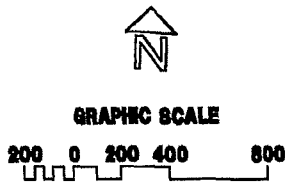


EXHIBIT CC
SHEET 1 OF 2

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF AFFECTED AREA**

LAND TRANSFER AREAS	
PARCEL NO.	AREA (acres)
9 & 9A	2.08
10A	2.52
26A & 28	7.31
30 & 32	7.31
TOTAL:	19.22

PLTA-CC 98.0555 / L



EXHIBIT CC
SHEET 2 OF 2

EXHIBIT DD

AMENDED PORT LAND TRANSFER AGREEMENT

DECLARATION AND ACKNOWLEDGEMENT RE EXISTING USES

EXHIBIT DD

**AMENDED AND RESTATED
PORT LAND TRANSFER AGREEMENT**

RECORDING REQUESTED BY:

**CATELLUS DEVELOPMENT CORPORATION,
A DELAWARE CORPORATION**

**DECLARATION AND ACKNOWLEDGEMENT OF CERTAIN ACKNOWLEDGEMENTS
AND WAIVERS UNDER THE AMENDED AND RESTATED MISSION BAY PORT LAND
TRANSFER AGREEMENT**

This Declaration and Acknowledgement of Certain Acknowledgements and Waivers under the Amended and Restated Mission Bay Port Land Transfer Agreement (the "Declaration and Acknowledgement"), is made by Catellus Development Corporation, a Delaware corporation ("Catellus") this ___ day of _____, 199_.

This Declaration and Acknowledgement is made with respect to the following facts, intentions and circumstances:

A. Catellus is the owner of certain real property situated in the City and County of San Francisco, State of California (the "City"), as more particularly described in Exhibit A [attach legal description of Affected Area] attached hereto and incorporated herein (the "Affected Area");

B. Catellus is a party to that certain Amended and Restated Mission Bay Port Land Transfer Agreement by and between Catellus, the City and the Port of San Francisco (the "Port"), dated _____, 1998 and recorded _____ as Document No. _____, Reel _____, Image _____, in the Official Records of the City (the "Amended PLTA"); and

C. Section 11 of the Amended PLTA contains certain provisions pursuant to which Catellus acknowledges certain existing uses on portions of that certain property owned by the Port and identified in the map attached hereto and incorporated herein as Exhibit B (the "Port Property"), and the possibility of expansion or modification of these existing uses or the potential for new uses on the Port Property, and pursuant to which Catellus waives certain rights with regard to such uses on the Port Property. A complete copy of Section 11 of the Amended PLTA is attached hereto and incorporated herein as Exhibit C.

NOW THEREFORE, pursuant to Section 11 of the Amended PLTA, Catellus hereby gives notice of certain acknowledgements and waivers made by Catellus, as follows:

1. Acknowledgements. Catellus hereby gives notice of the following acknowledgements:

a) An acknowledgement that certain uses more particularly set forth in Schedule 1 attached hereto and incorporated herein (collectively, the "Existing Uses") currently exist on the Port Property. The Existing Uses are divided into two (2) categories: Maritime/Industrial Uses and Commercial/Recreational Uses, as more particularly set forth in Schedule 1. The current areas within the Port Property on which the Maritime/Industrial Uses and Commercial/Recreational Uses exist are more particularly designated on Exhibit B attached hereto and incorporated herein (the "Designated Existing Use Areas").

b) An acknowledgement that the Existing Uses generate certain impacts such as noise, parking congestion, truck traffic, rail traffic auto traffic, odors, dust dirt and visual obstructions.

c) An acknowledgement that the City may in the future choose to expand or modify the Existing Uses or may wish to add new or additional uses on the Port Property. These expanded, modified, or new uses may generate impacts of a type and nature similar to those set forth in Paragraph 1(b) above.

d) An acknowledgement that, in the absence of an agreement to the contrary, the Existing Uses on the Port Property, as well as any expanded, modified or new uses may give rise to suits by adjacent property owners against the City for nuisance, inverse condemnation or similar causes of action.

e) An acknowledgement that it is the objective of the City to maintain the maximum flexibility possible with respect to the continuation of the Existing Uses on the Port Property as well as the expansion and modification of, or addition to, those uses on the Port Property, subject to the limitations set forth in Section 11 of the Amended PLTA and this Declaration and Acknowledgement.

2. Waivers. Catellus hereby gives notice of the following waivers, covenants and agreements:

a) Catellus has waived and relinquished all rights, if any, to commence or maintain a lawsuit for common law or statutory nuisance, inverse condemnation, or other legal action based upon the interference with the comfortable enjoyment of life or property with respect to the Affected Area or similar claims with respect to the Affected Area arising out of the existence of the Maritime/Industrial Uses and the Commercial/Recreational Uses within the applicable Designated Existing Use Areas for such uses shown on Exhibit B, and, except with respect to those uses which are set forth in Paragraph 3(a) below, any expansion, modification or addition to the Maritime/Industrial Uses or the Commercial/Recreational Uses within the applicable Designated Existing Use Areas for such uses shown on Exhibit B; provided, however, that this waiver does not preclude an action to cause:

(i) The uses on the Port Property to have all permits and licenses required for the operation of said uses; and

(ii) The uses on the Port Property to be operated as required by any law, permit, rule or regulation applicable to said uses.

b) Catellus is aware that any future expansions or modifications of, or additions to the Maritime/Industrial Uses and/or Commercial/Recreational Uses may require certain regulatory approvals. Once a final action is taken by the appropriate regulatory agency, Catellus, absent an agreement to the contrary, may have a right to commence a legal action or administrative or regulatory appeal to set aside or otherwise nullify the action taken by the regulatory agency. Except as provided in Section 11 of the Amended PLTA, Catellus has waived and relinquished its right to commence or maintain a legal action or regulatory or administrative appeal which would, with respect to any continuation of, or future expansions or modifications of, or additions to, any Maritime/Industrial Use or Commercial/Recreational Use within the applicable Designated Existing Use Area for such uses shown on Exhibit B, challenge the validity of, seek to overturn, or nullify any of the following:

(i) A final Environmental Impact Report or a Negative Declaration by the appropriate Lead Agency, as those terms are defined in Public Resources Code Sections 21061, 21064, and 21067.

(ii) Issuance of a Conditional Use Permit by the City Planning Commission.

(iii) Issuance of a permit by the BCDC or the U.S. Environmental Protection Agency.

(iv) Authorization of an amendment to the Bay Plan, Special Area Plan or Total Design Plan by the BCDC.

(v) Any other regulatory action necessary for the continuation, expansion or modification of, or addition to any of the Maritime/Industrial Uses or Commercial/Recreational Uses currently being operated within the applicable Designated Existing Use Areas for such uses shown on Exhibit B, to the extent such continuation, expansion or modification of or addition to the Maritime/Industrial Uses or Commercial/Recreational Uses currently being operated generates impacts of a type or nature similar to the Maritime/Industrial Uses or Commercial/Recreational Uses currently being operated within the applicable Designated Existing Use Areas for such uses shown on Exhibit B.

3. Exceptions and Exclusions. The following exclusions and exceptions apply to the provisions of Paragraph 2 above:

a) The waiver set forth in Paragraph 2(a) above does not apply to any hazardous waste transfer, recycling or reuse facilities.

b) Catellus has not waived its right to provide comments, whether in writing or in the form of oral testimony, to any regulatory agency which is considering taking one of the actions set forth in Paragraph 2(b) above or to provide the same at any hearing or any administrative appeal of such an action.

c) Catellus has not waived its right to commence or maintain (1) a lawsuit for common law or statutory nuisance, inverse condemnation, or other legal action based upon the interference with the comfortable enjoyment of life or property, or similar claims, or (2) any regulatory or administrative appeal should the City seek to establish or expand, modify or add to certain uses on the Port Property specified in Section 11 of the Amended PLTA or to otherwise undertake any Maritime/Industrial Uses or Commercial/Recreational Uses in any areas other than the Designated Existing Use Areas applicable to such uses shown on Exhibit B:

d) The covenants of Catellus set forth in Section 11 of the Amended PLTA and this Declaration and Acknowledgement are not binding upon any Mortgagee (as defined in the Amended PLTA) or a third party purchaser at a judicial foreclosure sale or private sale under a power of sale or grantee under a deed in lieu of foreclosure who takes title to the Affected Area, or any portion thereof, or any successor in interest of any such Mortgagee or purchaser.

4. Purpose and Scope. The purpose of this Declaration and Acknowledgement is neither to expand or contract the waivers provided in Section 11 of the Amended PLTA, but only to give notice of said waivers as they are provided in said Section. In the event of a discrepancy between the provisions of Section 11 of the Amended PLTA and this Declaration and Acknowledgement, the provisions of Section 11 of the Amended PLTA shall be determinative.

5. SPECIAL NOTICE. UNDER THE TERMS OF SECTION 11 OF THE AMENDED PLTA, ANY IMMEDIATE TRANSFEREE, SUCCESSOR, OR PERMITTEE OF PROPERTY IN THE AFFECTED AREA HAVING THE RIGHT TO EXCLUSIVE OCCUPANCY OF A PORTION OF THE AFFECTED AREA FOR A CUMULATIVE PERIOD OF MORE THAN TWENTY-NINE (29) CONSECUTIVE DAYS MUST ACKNOWLEDGE THE CONTENTS OF THIS DECLARATION AND ACKNOWLEDGEMENT IN WRITING. IN ADDITION, OTHER THAN THOSE PERSONS EXCEPTED BY PARAGRAPH 4 ABOVE, ANY TRANSFEREE THAT OWNS OR IS THE LESSEE FOR A TERM LONGER THAN FIVE (5) YEARS OF, IN THE AGGREGATE, (A) MORE THAN 20,000 SQUARE FEET OF COMMERCIAL OR RETAIL SPACE, OR (B) MORE THAN TWELVE (12) RESIDENTIAL UNITS, RESPECTIVELY, IN THE AFFECTED AREA, ("SIGNIFICANT TRANSFEREE") MUST AGREE IN WRITING (1) TO BE SUBJECT TO THE PROVISIONS OF PARAGRAPH 2, AND (2) TO OBTAIN A SIMILAR WRITTEN AGREEMENT FROM ANY SUBSEQUENT SIGNIFICANT TRANSFEREE. ALL AGREEMENTS REFERRED TO IN THIS SPECIAL NOTICE SHALL CONTAIN A PROVISION CONFERRING THIRD PARTY BENEFICIARY STATUS ON THE CITY. THE AGREEMENTS IDENTIFIED IN THIS SPECIAL NOTICE AS

OBLIGATIONS OF CATELLUS OR ITS SUCCESSORS SHALL EXPIRE TWENTY (20)
YEARS FROM THE EFFECTIVE DATE OF THE AMENDED PLTA.

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: _____

Its: _____

EXHIBIT A

AFFECTED AREA

[see attached]

EXHIBIT A TO DD
AMENDED
PORT LAND TRANSFER AGREEMENT
AFFECTED AREA PARCELS 9 & 9A
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF FOURTH STREET (102.50 FEET WIDE) WITH THE WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF THIRD STREET SOUTH $03^{\circ}10'56''$ EAST 0.25 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH $86^{\circ}49'04''$ EAST 360.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $03^{\circ}10'56''$ EAST 275.00 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 330.12 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 275.00 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 330.12 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 90,783 SQUARE FEET, MORE OR LESS.

EXHIBIT A TO DD
AMENDED
PORT LAND TRANSFER AGREEMENT
AFFECTED AREA PARCEL 10A
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF FOURTH STREET (102.50 FEET WIDE) WITH THE WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF THIRD STREET SOUTH $03^{\circ}10'56''$ EAST 338.50 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH $86^{\circ}49'04''$ EAST 360.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $03^{\circ}10'56''$ EAST 275.00 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 398.57 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 275.00 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 398.57 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 109,607 SQUARE FEET, MORE OR LESS.

EXHIBIT A TO DD
AMENDED
PORT LAND TRANSFER AGREEMENT
AFFECTED AREA PARCELS 26A & 28
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) WITH THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE OF ILLINOIS STREET NORTH 03°10'56" WEST 687.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE NORTH 86°49'04" EAST 514.45 FEET; THENCE NORTH 03°10'56" WEST 618.75 FEET; THENCE SOUTH 86°49'04" WEST 514.45 FEET TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE SOUTH 03°10'56" EAST 618.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 318,317 SQUARE FEET, MORE OR LESS.

EXHIBIT A TO DD
AMENDED
PORT LAND TRANSFER AGREEMENT
AFFECTED AREA PARCELS 30 & 32
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

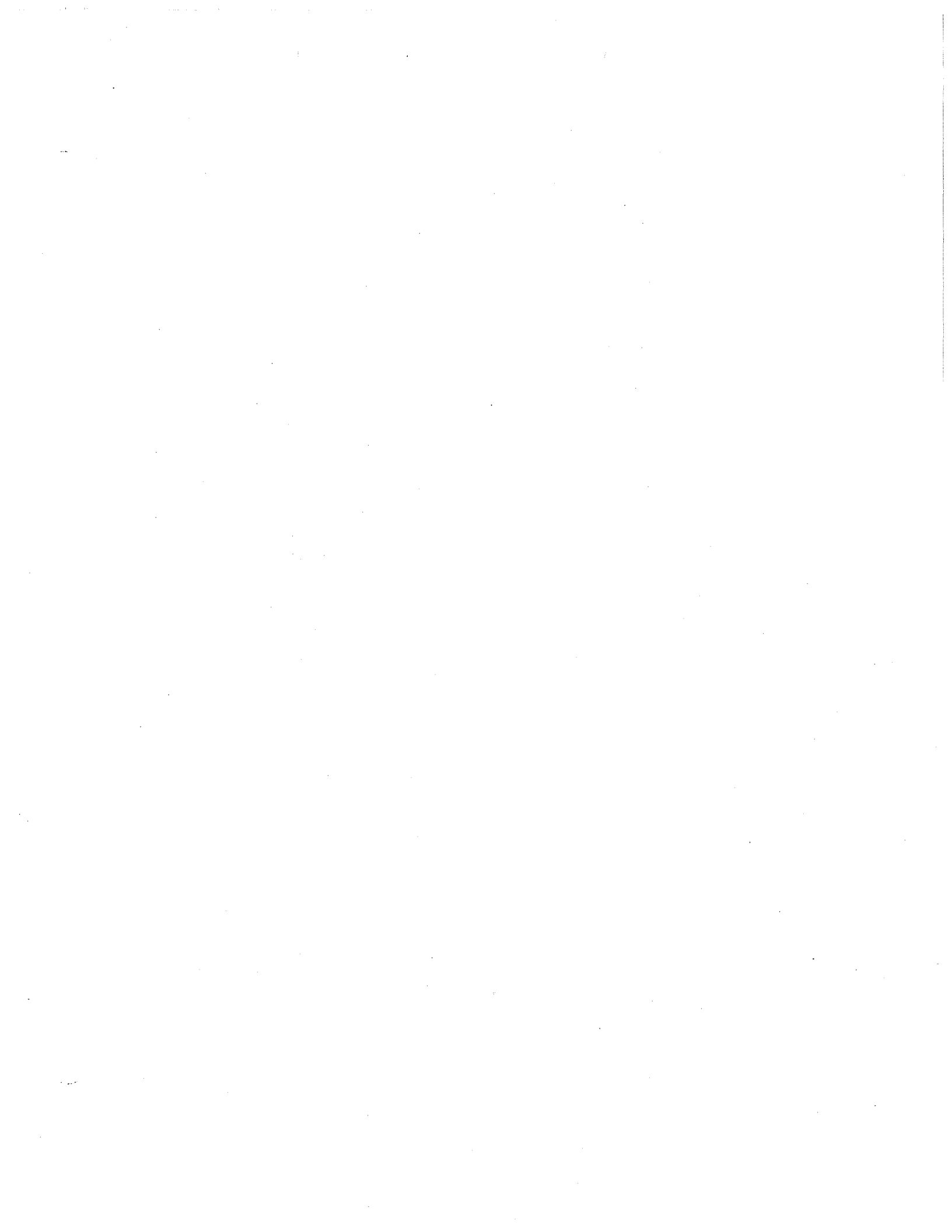
BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) WITH THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE NORTH $86^{\circ}49'04''$ EAST 514.45 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 618.75 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 514.45 FEET TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE SOUTH $03^{\circ}10'56''$ EAST 618.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 318,317 SQUARE FEET, MORE OR LESS.



EXHIBIT B

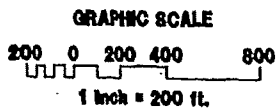
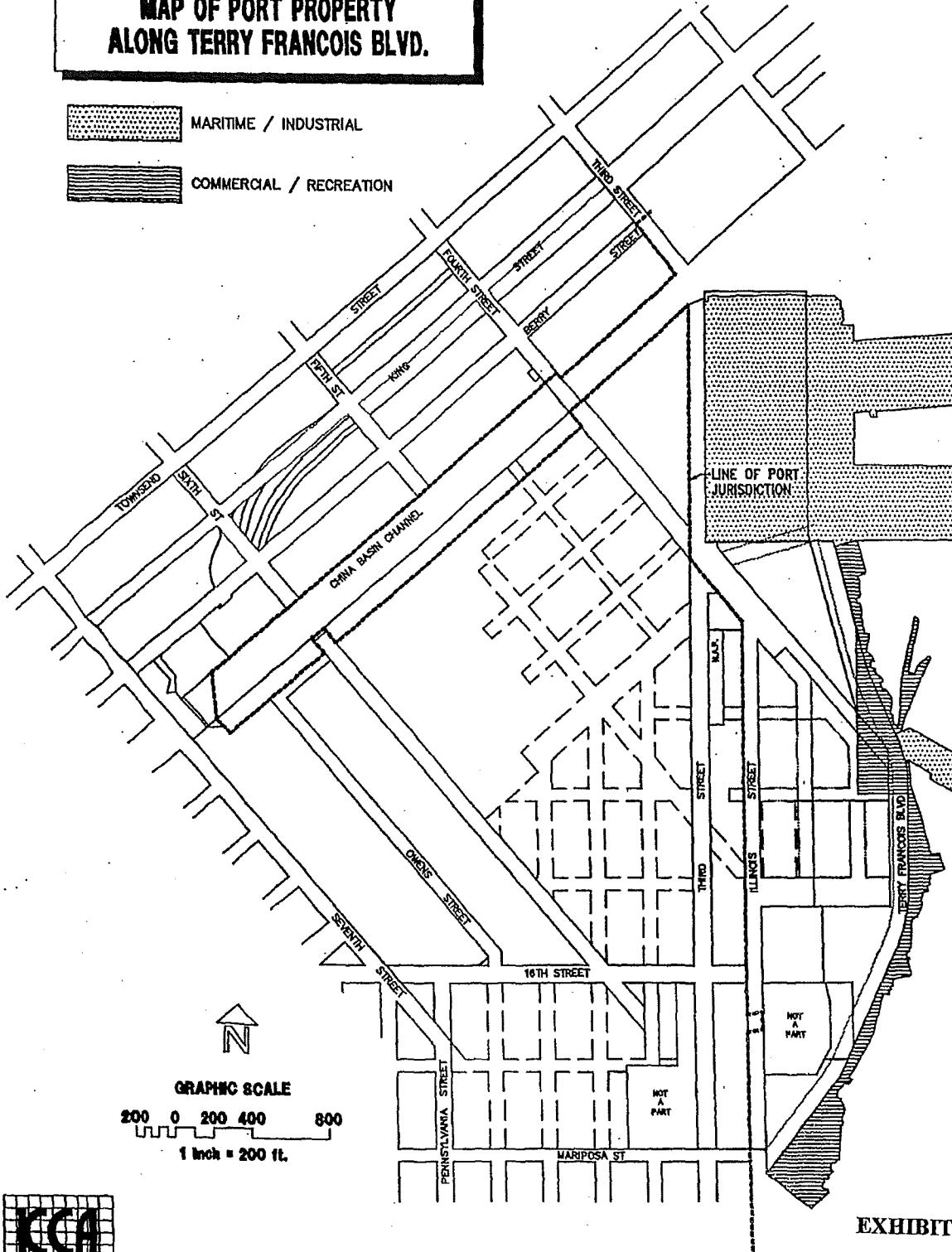
PORT PROPERTY/DESIGNATED EXISTING USE AREAS

[see attached]



**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF PORT PROPERTY
ALONG TERRY FRANCOIS BLVD.**

-  MARITIME / INDUSTRIAL
-  COMMERCIAL / RECREATION



97.0496 / L PLTA-J



EXHIBIT A

SHEET 1 OF 1

8/20/98

EXHIBIT C

SECTION 11 OF AMENDED PLTA

[see attached]

[TO BE ATTACHED PRIOR TO CLOSING]



EXHIBIT EE

AMENDED PORT LAND TRANSFER AGREEMENT

FORM OF LEASE DISCLOSURE

EXHIBIT EE

**AMENDED AND RESTATED
PORT LAND TRANSFER AGREEMENT**

PLTA SAMPLE DISCLOSURE PROVISION

SECTION _____. **CERTAIN ACKNOWLEDGEMENTS.** THE UNDERSIGNED, BY ITS EXECUTION OF THIS LEASE, HEREBY ACKNOWLEDGES THAT LANDLORD HAS DISCLOSED TO THE UNDERSIGNED THE FOLLOWING:

(A) THOSE CERTAIN USES MORE PARTICULARLY SET FORTH IN SCHEDULE 1 ATTACHED HERETO AND INCORPORATED HEREIN (COLLECTIVELY, THE "EXISTING USES") CURRENTLY EXIST ON CERTAIN PROPERTY OWNED BY THE PORT OF SAN FRANCISCO (THE "PORT") AND IDENTIFIED IN THE MAP ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A (THE "PORT PROPERTY"). THE EXISTING USES ARE DIVIDED INTO TWO (2) CATEGORIES: MARITIME/INDUSTRIAL USES AND COMMERCIAL/RECREATIONAL USES. THE CURRENT AREAS WITHIN THE PORT PROPERTY ON WHICH THE MARITIME/INDUSTRIAL USES AND COMMERCIAL/RECREATIONAL USES EXIST ARE MORE PARTICULARLY DESIGNATED ON EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN (THE "DESIGNATED EXISTING USE AREAS").

(B) THE EXISTING USES GENERATE CERTAIN IMPACTS SUCH AS NOISE, PARKING CONGESTION, TRUCK TRAFFIC, RAIL TRAFFIC AUTO TRAFFIC, ODORS, DUST DIRT AND VISUAL OBSTRUCTIONS.

(C) AS MORE FULLY SET FORTH IN THAT CERTAIN DECLARATION AND ACKNOWLEDGEMENT OF CERTAIN ACKNOWLEDGEMENTS AND WAIVERS UNDER THE AMENDED AND RESTATED MISSION BAY PORT LAND TRANSFER AGREEMENT (THE "DECLARATION"), RECORDED AT _____, ON _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, LANDLORD [OR ITS PREDECESSOR IN INTEREST] WAIVED ON ITS OWN BEHALF, AND ON BEHALF OF ITS SUCCESSORS (I) RIGHTS TO COMMENCE OR MAINTAIN A LAWSUIT FOR COMMON LAW OR STATUTORY NUISANCE, INVERSE CONDEMNATION, OR ANY OTHER LEGAL ACTION BASED UPON THE INTERFERENCE WITH THE COMFORTABLE ENJOYMENT OF LIFE OR PROPERTY OR SIMILAR CLAIMS ARISING OUT OF THE EXISTENCE OF THE MARITIME/INDUSTRIAL USES AND THE COMMERCIAL/RECREATIONAL USES WITHIN THE APPLICABLE DESIGNATED EXISTING USE AREA FOR SUCH USES SHOWN ON EXHIBIT B, AND (II) ANY EXPANSION, MODIFICATION OR ADDITION TO THE MARITIME/INDUSTRIAL USES OR THE COMMERCIAL/RECREATIONAL USES WITHIN THE APPLICABLE DESIGNATED EXISTING USE AREA FOR SUCH USES SHOWN ON EXHIBIT A, ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION.

(D) AT TENANT'S REQUEST, LANDLORD SHALL PROVIDE TENANT WITH A COPY OF THE DECLARATION.

(E) AS A CONDITION TO THE EFFECTIVENESS OF ANY ASSIGNMENT OR SUBLETTING BY TENANT OF ITS RIGHTS UNDER THIS LEASE, TENANT WILL BE REQUIRED TO OBTAIN A WRITTEN ACKNOWLEDGEMENT FROM ITS ASSIGNEE OR SUBTENANT OF THE TERMS AND PROVISIONS OF THIS SECTION AND THE DECLARATION RELATING TO THE EXISTING USES.

TENANT INITIALS: _____

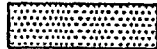

EXHIBIT A

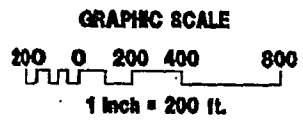
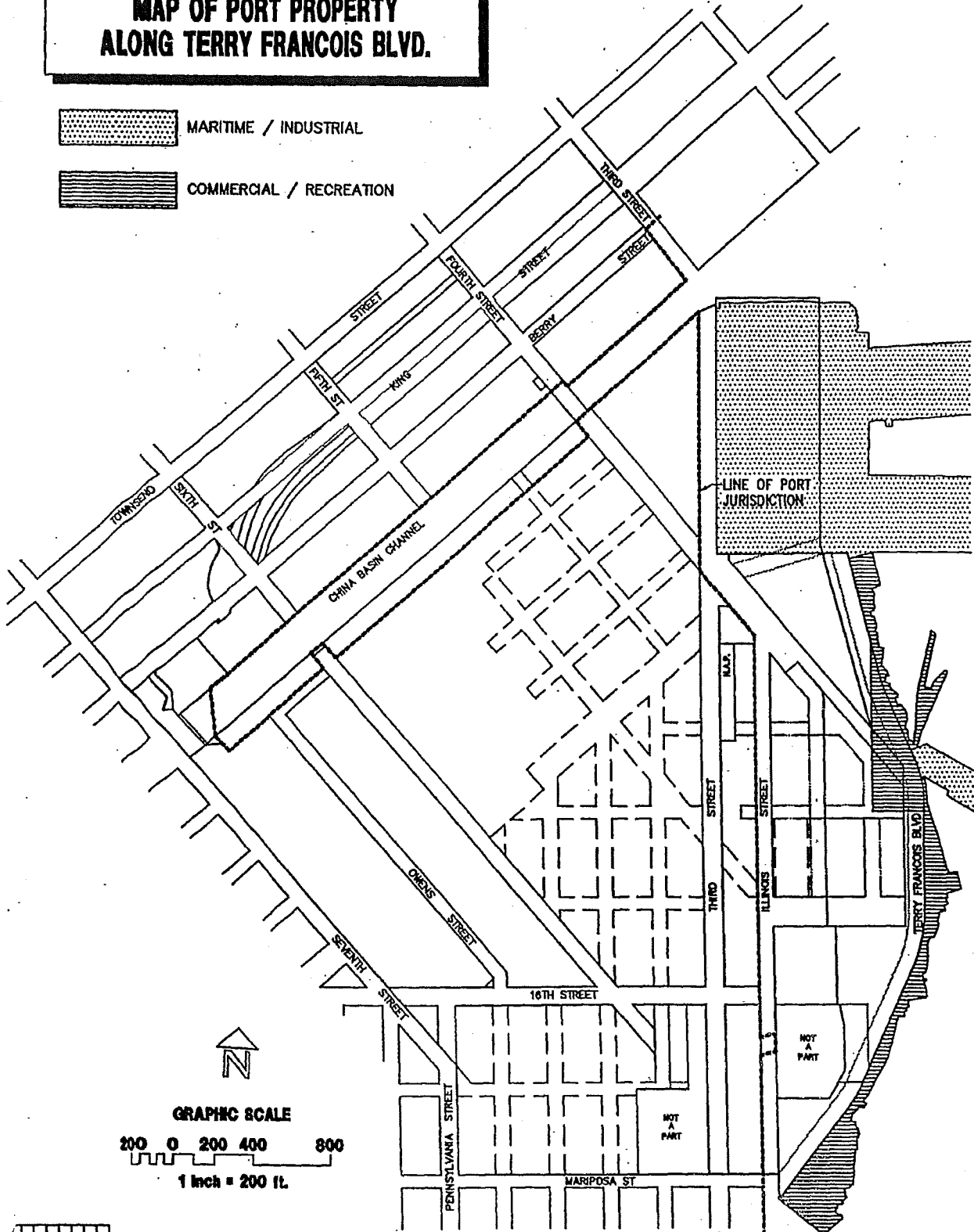
PORT PROPERTY/DESIGNATED EXISTING USE AREAS

[SEE ATTACHED]



**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF PORT PROPERTY
ALONG TERRY FRANCOIS BLVD.**

-  MARITIME / INDUSTRIAL
-  COMMERCIAL / RECREATION



97.0496 / L PLTA-J



EXHIBIT A
SHEET 1 OF 1

SCHEDULE 1

EXISTING USES ON PORT PROPERTY

MARITIME AND INDUSTRIAL USES

1. BOAT BUILDING, SALES, RENTAL, REPAIR, PRIVATE AND PUBLIC STORAGE;
2. BERTHING, MOORING AND FUELING OF VESSELS AND EQUIPMENT;
3. VESSEL MAINTENANCE, INCLUDING, WITHOUT LIMITATION, ENGINEERING AND MACHINE SHOPS;
4. WATER TAXI SERVICE CARRYING PASSENGERS AND LIGHT CARGO WITHIN SAN FRANCISCO BAY;
5. ADMINISTRATIVE/GENERAL OFFICE USE;
6. WAREHOUSING, STORAGE AND RELATED ACTIVITIES;
7. PARKING;
8. WOODWORKING, FURNITURE AND CABINET MANUFACTURING;
9. DELIVERY, STORAGE, DEALER PREPARATION, SHIPMENT AND MAINTENANCE OF AUTOMOBILES, VANS, TRUCKS, CONSTRUCTION VEHICLES, AND ANCILLARY RELATED ADMINISTRATIVE USES;
10. PRIVATE PARTY CONTAINER STORAGE, VEHICLE STORAGE, GENERAL OFFICE AND INCIDENTAL SALES OF MOVING AND STORAGE MATERIALS;
11. PORT MAINTENANCE FACILITY, INCLUDING RELATED STORAGE, ENGINEERING, MACHINE AND CARPENTRY SHOPS.
12. PARKING LOT IN SUPPORT OF THE GIANTS BALLPARK;

COMMERCIAL AND RECREATIONAL USES

1. RESTAURANT AND BAR;
2. OPEN SPACE AND PARKS;
3. GENERAL PARKING;
4. GENERAL OFFICE;
5. BOAT CLUBS, BOAT LAUNCH, AND APPURTENANT FACILITIES;
6. CHANDLERY SALES, STORAGE, DELIVERY AND DISTRIBUTION AND MARITIME REBATED WAREHOUSING AND STORAGE;
7. BOAT BUILDING, SALES, RENTAL AND REPAIR, PRIVATE/PUBLIC BOAT STORAGE.

EXHIBIT FF

AMENDED PORT LAND TRANSFER AGREEMENT

CONDITIONS SATISFACTION NOTICE

Exhibit FF
AMENDED PORT LAND TRANSFER AGREEMENT

RECORDING REQUESTED BY:

CITY AND COUNTY OF SAN FRANCISCO

WHEN RECORDED, RETURN TO:

CONDITIONS SATISFACTION NOTICE

THIS CONDITIONS SATISFACTION NOTICE ("Notice") is entered into as of this ____ day of _____, 199__ by and between CATELLUS DEVELOPMENT CORPORATION ("Catellus") and the CITY AND COUNTY OF SAN FRANCISCO, a charter city and county and where necessary to effectuate the purposes of this Notice, the City acting by and through the SAN FRANCISCO PORT COMMISSION ("City"), with reference to the following facts:

- A. The City and Catellus have entered into that Amended and Restated Mission Bay Port Land Transfer Agreement ("Amended PLTA") dated for reference purposes November 16, 1998, approved by Ordinance No. 331-98 of the Board of Supervisors of the City, and recorded as Instrument No. _____ in the Official Records of San Francisco County, California, regarding the transfer of certain lands by the City to Catellus in exchange for the transfer of certain land owned by Catellus to the City, within the City of San Francisco, all as more particularly described therein. The capitalized terms used herein shall have the meanings set forth in the Amended PLTA, unless otherwise defined herein.
- B. Section 13 of the Amended PLTA provides that upon the Initial Closing, the Parties shall enter into this Conditions Satisfaction Notice, for purposes of acknowledging that the conditions to Closing to be satisfied by Catellus under the Amended PLTA have been satisfied and to provide assurances that, except as specifically provided herein, the obligations of Catellus under the Amended PLTA with respect to the property which is more particularly described in Exhibit A attached to this Notice and incorporated herein ("Catellus Property") have been satisfied.
- C. Concurrently herewith, the Closing is occurring under the Amended PLTA.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AND ACKNOWLEDGE AS FOLLOWS:

1. Catellus Property. The City acknowledges and agrees that, except as hereby specifically provided in Section 2: (i) the City no longer has any rights or interests in and to the Catellus Property arising from the Amended PLTA (and the City hereby waives and relinquishes any said rights or interests); (ii) the Amended PLTA no longer burdens the Catellus Property and is hereby released, as it affects the Catellus Property; and (iii) the conditions to Closing under the Amended PLTA to be satisfied by Catellus have been satisfied.

2. Certain Obligations. Notwithstanding Section 1 of this Notice, the Parties acknowledge that nothing contained herein shall be deemed to affect: (i) the rights of the City under that certain Declaration and Acknowledgement of Certain Acknowledgments and Waivers under the Amended and Restated Mission Bay Port Land Transfer Agreement executed by Catellus pursuant to Section 11 of the Amended PLTA, dated for reference purposes November 16, 1998, and recorded as Instrument No. _____ in the Official Records of San Francisco County, California, covering the Affected Area more particularly described on Exhibit B attached hereto and incorporated herein; or (ii) the continuing contractual obligations of the Parties under the Amended PLTA which are intended to survive Closing, although no such contracted obligations (except as provided in Subsection (i) of this Section 2), shall be a burden upon the Catellus Property and the Catellus Property is hereby released from such obligations.

IN WITNESS WHEREOF, the parties have executed this Notice as of the date and year above written.

CITY AND COUNTY OF SAN FRANCISCO, a Charter City and County

CATELLUS DEVELOPMENT CORPORATION
a Delaware corporation

Mayor

By: _____

Title: _____

Attest:

Clerk of the Board of Supervisors

SAN FRANCISCO PORT COMMISSION

By: _____
Executive Director

APPROVED AS TO FORM:

LOUISE H. RENNE
City Attorney

By: _____
Deputy City Attorney

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

ss.

On _____, 199__ before me, _____, County Clerk of the City and County of San Francisco, personally appeared _____ and _____, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument they, or the entity upon behalf of which they acted, executed the instrument.

WITNESS my hand and official seal in my office in said county and state.

, County Clerk
San Francisco, California

(Seal)

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

ss.

On _____, 199__ before me, _____, County Clerk of the City and County of San Francisco, personally appeared _____, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument they, or the entity upon behalf of which they acted, executed the instrument.

WITNESS my hand and official seal in my office in said county and state.

, County Clerk
San Francisco, California

(Seal)

EXHIBIT A TO FF

AMENDED PORT LAND TRANSFER AGREEMENT

LEGAL DESCRIPTION OF CATELLUS PROPERTY

EXHIBIT A
CATELLUS PROPERTY
PARCEL 1
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF TOWNSEND STREET (82.50 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF THIRD STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHEASTERLY LINE OF TOWNSEND STREET SOUTH $46^{\circ}18'07''$ WEST 825.95 FEET TO THE NORTHEASTERLY LINE OF FOURTH STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE SOUTH $43^{\circ}41'53''$ EAST 275.00 FEET TO THE NORTHWESTERLY LINE OF KING STREET (70.00 FEET WIDE); THENCE ALONG SAID NORTHWESTERLY LINE NORTH $46^{\circ}18'07''$ EAST 825.95 FEET TO THE SOUTHWESTERLY LINE OF THIRD STREET; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH $43^{\circ}41'53''$ WEST 275.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 227,137 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 2
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF TOWNSEND STREET (82.50 FEET WIDE) WITH THE NORTHEASTERLY LINE OF SEVENTH STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHEASTERLY LINE OF TOWNSEND STREET NORTH $46^{\circ}18'07''$ EAST 2640.76 FEET TO THE SOUTHWESTERLY LINE OF FOURTH STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH $43^{\circ}41'53''$ EAST 275.00 FEET TO THE NORTHWESTERLY LINE OF KING STREET (70.00 FEET WIDE); THENCE ALONG SAID NORTHWESTERLY LINE SOUTH $46^{\circ}18'07''$ WEST 972.85 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH $51^{\circ}53'27''$ WEST 275.69 FEET; THENCE SOUTH $46^{\circ}18'07''$ WEST 63.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 672.00 FEET, AND TO WHICH BEGINNING A RAIDAL LINE BEARS NORTH $43^{\circ}41'53''$ WEST; THENCE SOUTHWESTERLY 255.45 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $21^{\circ}46'49''$; THENCE TANGENT TO THE PRECEDING CURVE SOUTH $24^{\circ}31'18''$ WEST 366.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 325.00 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY 214.78 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $37^{\circ}51'54''$ TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 48.50 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY 50.49 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $59^{\circ}38'43''$; THENCE TANGENT TO THE PRECEDING CURVE SOUTH $46^{\circ}18'07''$ WEST 539.13 FEET TO THE NORTHEASTERLY LINE OF SEVENTH STREET; THENCE ALONG SAID NORTHEASTERLY LINE NORTH $43^{\circ}41'53''$ WEST 593.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 966,669 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 3
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF CHANNEL STREET (200.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FIFTH STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE OF FIFTH STREET NORTH $43^{\circ}41'53''$ WEST 304.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE NORTH $43^{\circ}41'53''$ WEST 170.73 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT PARCEL AS DESCRIBED IN THE QUITCLAIM DEED TO THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION DATED JUNE 27, 1991 AND RECORDED JULY 1, 1991 IN REEL F408 OF OFFICIAL RECORDS, IMAGE 0278, AS INSTRUMENT NO. E931284; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH $46^{\circ}18'07''$ WEST 84.89 FEET; THENCE SOUTH $43^{\circ}00'15''$ WEST 170.93 FEET; THENCE SOUTH $46^{\circ}18'07''$ WEST 49.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 844.00 FEET; THENCE SOUTHWESTERLY 478.66 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $32^{\circ}29'40''$; THENCE TANGENT TO THE PRECEDING CURVE SOUTH $13^{\circ}48'27''$ WEST 20.50 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH $13^{\circ}48'27''$ WEST 33.04 FEET; THENCE NORTH $46^{\circ}18'07''$ EAST 803.15 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 104,982 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 4
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF BERRY STREET (82.50 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF SIXTH STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHEASTERLY LINE OF BERRY STREET NORTH $46^{\circ}18'07''$ EAST 23.35 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 817.33 FEET, AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH $57^{\circ}37'54''$ EAST; THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTHEASTERLY 189.67 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $13^{\circ}17'45''$; THENCE NORTH $46^{\circ}18'07''$ EAST 894.05 FEET; THENCE NORTH $43^{\circ}41'53''$ WEST 181.50 FEET; THENCE SOUTH $46^{\circ}18'07''$ WEST 802.96 FEET; THENCE SOUTH $43^{\circ}41'53''$ EAST 1.50 FEET TO THE SOUTHEASTERLY LINE OF BERRY STREET; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH $46^{\circ}18'07''$ WEST 32.69 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 156,184 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 5
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF CHANNEL STREET (200.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE OF FOURTH STREET NORTH $43^{\circ}41'53''$ WEST 60.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE NORTH $43^{\circ}41'53''$ WEST 85.48 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH $51^{\circ}10'19''$ WEST 95.33 FEET; THENCE NORTH $43^{\circ}22'02''$ WEST 216.97 FEET; THENCE SOUTH $87^{\circ}52'43''$ WEST 25.62 FEET; THENCE SOUTH $46^{\circ}32'28''$ WEST 442.12 FEET; THENCE SOUTH $47^{\circ}23'14''$ WEST 353.09 FEET TO A POINT ON THE NORTHEASTERLY LINE OF FIFTH STREET (82.50 FEET WIDE), SAID POINT BEING ON THE SOUTHEASTERLY LINE OF THAT PARCEL AS DESCRIBED IN THE QUITCLAIM DEED TO THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION DATED JUNE 27, 1991 AND RECORDED JULY 1, 1991 IN REEL F408 OF OFFICIAL RECORDS, IMAGE 0278, AS INSTRUMENT NO. E931284; THENCE ALONG LAST SAID NORTHEASTERLY LINE SOUTH $43^{\circ}41'53''$ EAST 177.50 FEET; THENCE LEAVING LAST SAID NORTHEASTERLY LINE NORTH $46^{\circ}18'07''$ EAST 48.78 FEET; THENCE SOUTH $43^{\circ}41'53''$ EAST 245.00 FEET; THENCE NORTH $46^{\circ}18'07''$ EAST 776.70 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 328,514 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 6
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF FOURTH STREET (82.50 FEET WIDE) WITH THE NORTHWESTERLY LINE OF BERRY STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE OF FOURTH STREET SOUTH $43^{\circ}41'53''$ EAST 17.50 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH $46^{\circ}18'07''$ WEST 12.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $43^{\circ}41'53''$ WEST 152.08 FEET; THENCE SOUTH $87^{\circ}52'43''$ WEST 26.25 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT PARCEL AS DESCRIBED IN THE QUITCLAIM DEED TO THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION DATED JUNE 27, 1991 AND RECORDED JULY 1, 1991 IN REEL F408 OF OFFICIAL RECORDS, IMAGE 0278, AS INSTRUMENT NO. E931284; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH $46^{\circ}18'07''$ WEST 168.37 FEET; THENCE SOUTH $47^{\circ}22'40''$ WEST 426.03 FEET; THENCE SOUTH $46^{\circ}18'07''$ WEST 163.75 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH $4^{\circ}43'36''$ WEST 33.35 FEET; THENCE SOUTH $43^{\circ}41'53''$ EAST 155.37 FEET; THENCE NORTH $46^{\circ}18'07''$ EAST 138.70 FEET; THENCE SOUTH $43^{\circ}41'53''$ EAST 8.00 FEET; THENCE NORTH $46^{\circ}18'07''$ EAST 525.95 FEET; NORTH $43^{\circ}41'53''$ WEST 8.00 FEET; THENCE NORTH $46^{\circ}18'07''$ EAST 138.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 143,024 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 7
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF CHANNEL STREET (165.00 FEET WIDE) WITH THE WESTERLY LINE OF THIRD STREET (88.50 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF THIRD STREET SOUTH $3^{\circ}10'56''$ EAST 192.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY LINE SOUTH $46^{\circ}18'07''$ WEST 628.10 FEET TO THE NORTHEASTERLY LINE OF FOURTH STREET (102.50 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE SOUTH $43^{\circ}41'53''$ EAST 713.86 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH $46^{\circ}18'07''$ EAST 12.30 FEET; THENCE NORTH $0^{\circ}58'47''$ WEST 114.02 FEET TO THE WESTERLY LINE OF THIRD STREET; THENCE ALONG SAID WESTERLY LINE NORTH $3^{\circ}10'56''$ WEST 828.82 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 230,392 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 8
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE); THENCE NORTH 45°40'56" EAST 79.66 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 86°49'04" EAST 350.12 FEET; THENCE NORTH 3°10'56" WEST 275.00 FEET; THENCE SOUTH 86°49'04" WEST 350.12 FEET; THENCE SOUTH 3°10'56" EAST 275.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 96,283 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 9
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE OF THIRD STREET NORTH $3^{\circ}10'56''$ WEST 1748.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE NORTH $86^{\circ}49'04''$ EAST 74.00 FEET; THENCE SOUTH $3^{\circ}10'56''$ EAST 241.00 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 584.57 FEET; THENCE NORTH $3^{\circ}10'56''$ WEST 275.00 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 658.57 FEET TO THE EASTERLY LINE OF THIRD STREET; THENCE ALONG SAID EASTERLY LINE SOUTH $3^{\circ}10'56''$ EAST 34.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 163,273 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 10
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE OF THIRD STREET NORTH $3^{\circ}10'56''$ WEST 687.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE NORTH $86^{\circ}49'04''$ EAST 864.46 FEET; THENCE NORTH $3^{\circ}10'56''$ WEST 142.91 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 90.01 FEET; THENCE NORTH $3^{\circ}10'56''$ WEST 465.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 10.00 FEET; THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY 15.71 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$; THENCE TANGENT TO THE PRECEDING CURVE SOUTH $86^{\circ}49'04''$ WEST 690.45 FEET; THENCE SOUTH $3^{\circ}10'56''$ EAST 54.25 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 74.00 FEET TO THE EASTERLY LINE OF THIRD STREET; THENCE ALONG SAID EASTERLY LINE SOUTH $3^{\circ}10'56''$ EAST 564.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 488,019 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 11
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF SIXTEENTH STREET SOUTH $86^{\circ}49'04''$ WEST 409.75 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH $3^{\circ}10'56''$ WEST 922.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH $3^{\circ}10'56''$ WEST 280.40 FEET; THENCE NORTH $43^{\circ}41'53''$ WEST 108.13 FEET; THENCE SOUTH $3^{\circ}10'56''$ EAST 362.60 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 70.25 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 22,585 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 12
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF SIXTEENTH STREET SOUTH 86°49'04" WEST 409.75 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH 3°10'56" WEST 456.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 3°10'56" WEST 400.00 FEET; THENCE SOUTH 86°49'04" WEST 70.25 FEET; THENCE SOUTH 3°10'56" EAST 400.00 FEET; THENCE NORTH 86°49'04" EAST 70.25 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 28,100 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 13
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF SIXTEENTH STREET SOUTH 86°49'04" WEST 409.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 3°10'56" WEST 390.00 FEET; THENCE SOUTH 86°49'04" WEST 70.25 FEET; THENCE SOUTH 3°10'56" EAST 375.68 FEET TO THE NORTHEASTERLY LINE OF SIXTH STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 43°41'53" EAST 18.84 FEET TO THE NORTHERLY LINE OF SIXTEENTH STREET; THENCE ALONG SAID NORTHERLY LINE NORTH 86°49'04" EAST 58.01 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 27,310 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 14
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE OF THIRD STREET NORTH $3^{\circ}10'56''$ WEST 44.16 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE NORTH $86^{\circ}49'04''$ EAST 5.00 FEET TO THE BEGINNING OF A RADIAL CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 24.16 FEET; THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY 37.95 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$; THENCE RADIAL TO THE PRECEDING CURVE SOUTH $3^{\circ}10'56''$ EAST 20.00 FEET TO THE NORTHERLY LINE OF SIXTEENTH STREET; THENCE ALONG SAID NORTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 745.29 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH $3^{\circ}10'56''$ WEST 132.09 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 90.01 FEET; THENCE NORTH $3^{\circ}10'56''$ WEST 486.66 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 864.46 FEET TO THE EASTERLY LINE OF THIRD STREET; THENCE ALONG SAID EASTERLY LINE SOUTH $3^{\circ}10'56''$ EAST 574.59 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 522,167 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 15
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE NORTHERLY LINE OF MARIPOSA STREET (66.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF MARIPOSA STREET NORTH $86^{\circ}49'04''$ EAST 30.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 168.76 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH $3^{\circ}10'56''$ WEST 866.08 FEET TO THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE SOUTH $86^{\circ}49'04''$ WEST 141.79 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 44.21 FEET; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY 69.44 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$; THENCE TANGENT TO THE PRECEDING CURVE SOUTH $3^{\circ}10'56''$ EAST 74.04 FEET; THENCE SOUTH $1^{\circ}18'48''$ WEST 102.07 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 5.00 FEET TO THE EASTERLY LINE OF THIRD STREET; THENCE ALONG SAID EASTERLY LINE SOUTH $3^{\circ}10'56''$ EAST 322.08 FEET; THENCE LEAVING SAID EASTERLY LINE NORTH $86^{\circ}49'04''$ EAST 5.00 FEET; THENCE SOUTH $3^{\circ}39'35''$ EAST 120.00 FEET; THENCE SOUTH $3^{\circ}10'56''$ EAST 159.76 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 24.24 FEET; THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY 38.08 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$; THENCE RADIAL TO THE PRECEDING CURVE SOUTH $3^{\circ}10'56''$ EAST 20.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 166,983 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 16
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE OF SIXTEENTH STREET SOUTH $86^{\circ}49'04''$ WEST 100.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY LINE SOUTH $3^{\circ}10'56''$ EAST 433.04 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 280.00 FEET; THENCE SOUTH $3^{\circ}10'56''$ EAST 433.04 FEET TO THE NORTHERLY LINE OF MARIPOSA STREET (66.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE SOUTH $86^{\circ}49'04''$ WEST 100.17 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH $3^{\circ}10'56''$ WEST 49.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 245.00 FEET; THENCE NORTHERLY AND NORTHEASTERLY 110.30 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $25^{\circ}47'42''$; THENCE TANGENT TO THE PRECEDING CURVE NORTH $22^{\circ}36'46''$ EAST 18.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 380.00 FEET; THENCE NORTHEASTERLY AND NORTHERLY 171.08 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $25^{\circ}47'42''$; THENCE TANGENT TO THE PRECEDING CURVE NORTH $3^{\circ}10'56''$ WEST 527.57 FEET TO THE SOUTHERLY LINE OF SIXTEENTH STREET; THENCE ALONG SAID SOUTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 309.75 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 159,925 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 17
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF PENNSYLVANIA STREET (90.00 FEET WIDE) WITH THE NORTHERLY LINE OF MARIPOSA STREET (66.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE OF PENNSYLVANIA STREET NORTH 3°10'56" WEST 556.59 FEET TO THE NORTHEASTERLY LINE OF SEVENTH STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE NORTH 43°41'53" WEST 407.10 FEET TO THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE NORTH 86°49'04" EAST 1100.64 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 3°10'56" EAST 515.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY 102.36 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°32'59"; THENCE SOUTH 86°49'04" WEST 618.88 FEET; THENCE SOUTH 3°10'56" EAST 250.02 FEET TO THE NORTHERLY LINE OF MARIPOSA STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 86°49'04" WEST 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 605,489 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF PENNSYLVANIA STREET (90.00 FEET WIDE) WITH THE NORTHERLY LINE OF MARIPOSA STREET (66.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE OF PENNSYLVANIA STREET NORTH 3°10'56" WEST 400.04 FEET; THENCE LEAVING SAID EASTERLY LINE NORTH 86°49'04" EAST 338.05 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 86°49'04" EAST 68.00 FEET; THENCE NORTH 3°10'56" WEST 66.00 FEET; THENCE SOUTH 86°49'04" WEST 68.00 FEET; THENCE SOUTH 3°10'56" EAST 66.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 4,488 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 18
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SEVENTH STREET (82.50 FEET WIDE) WITH THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF SIXTEENTH STREET NORTH 86°49'04" EAST 602.85 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH 43°42'19" WEST 894.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 988.28 FEET, AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 46°09'55" WEST; THENCE NORTHWESTERLY 204.27 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°50'34" TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 985.50 FEET, AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 57°59'30" WEST; THENCE NORTHWESTERLY 199.80 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°36'59"; THENCE SOUTH 86°49'04" WEST 557.36 FEET; THENCE NORTH 43°41'53" WEST 162.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 166.00 FEET, AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 28°24'14" WEST; THENCE SOUTHWESTERLY 44.31 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°17'39"; THENCE SOUTH 46°18'07" WEST 71.21 FEET TO THE NORTHEASTERLY LINE OF SEVENTH STREET; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 43°41'53" EAST 1426.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 648,253 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 19
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF PENNSYLVANIA STREET (90.00 FEET WIDE) WITH THE NORTHERLY LINE OF MARIPOSA STREET (66.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF MARIPOSA STREET NORTH $86^{\circ}49'04''$ EAST 280.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 25.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2116.15 FEET, AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH $75^{\circ}37'04''$ EAST; THENCE LEAVING SAID NORTHERLY LINE NORTHWESTERLY 115.20 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $3^{\circ}07'09''$; THENCE SOUTH $3^{\circ}10'56''$ EAST 112.34 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,489 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 20
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF FOURTH STREET (102.50 FEET WIDE) WITH THE WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF THIRD STREET SOUTH 3°10'56" EAST 0.25 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 3°10'56" EAST 613.25 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH 86°49'04" WEST 1443.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 100.38 FEET; THENCE WESTERLY AND SOUTHWESTERLY 117.07 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 66°49'34"; THENCE SOUTH 86°49'04" WEST 165.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 144.75 FEET, AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 70°58'55" EAST; THENCE NORTHWESTERLY 179.41 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°00'48" TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 391.59 FEET, AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 66°26'49" WEST; THENCE NORTHEASTERLY 155.48 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°44'56"; THENCE TANGENT TO THE PRECEDING CURVE NORTH 46°18'07" EAST 669.35 FEET; THENCE SOUTH 43°41'53" EAST 327.00 FEET; THENCE SOUTH 46°18'07" WEST 21.08 FEET; THENCE NORTH 86°49'04" EAST 338.05 FEET; THENCE NORTH 3°10'56" WEST 288.88 FEET; THENCE SOUTH 46°18'07" WEST 272.34 FEET; THENCE NORTH 43°41'53" WEST 262.00 FEET; THENCE NORTH 46°18'07" EAST 750.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 440.00 FEET, AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 71°02'47" EAST; THENCE SOUTHEASTERLY 36.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°42'11"; THENCE NORTH 46°18'07" EAST 56.85 FEET TO THE SOUTHWESTERLY LINE OF FOURTH STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 43°41'53" EAST 683.39 FEET;

THENCE LEAVING SAID SOUTHWESTELRY LINE SOUTH 3°10'56" EAST 6.10 FEET;
THENCE NORTH 86°49'04" EAST 5.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,181,203 SQUARE FEET, MORE OR LESS.

EXHIBIT B TO FF

AMENDED PORT LAND TRANSFER AGREEMENT

DESCRIPTION OF AFFECTED AREA

EXHIBIT B TO FF
AMENDED
PORT LAND TRANSFER AGREEMENT
AFFECTED AREA PARCELS 9 & 9A
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF FOURTH STREET (102.50 FEET WIDE) WITH THE WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF THIRD STREET SOUTH 03°10'56" EAST 0.25 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 86°49'04" EAST 360.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 03°10'56" EAST 275.00 FEET; THENCE NORTH 86°49'04" EAST 330.12 FEET; THENCE NORTH 03°10'56" WEST 275.00 FEET; THENCE SOUTH 86°49'04" WEST 330.12 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 90,783 SQUARE FEET, MORE OR LESS.

EXHIBIT B TO FF
AMENDED
PORT LAND TRANSFER AGREEMENT
AFFECTED AREA PARCEL 10A
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF FOURTH STREET (102.50 FEET WIDE) WITH THE WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF THIRD STREET SOUTH $03^{\circ}10'56''$ EAST 338.50 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH $86^{\circ}49'04''$ EAST 360.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $03^{\circ}10'56''$ EAST 275.00 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 398.57 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 275.00 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 398.57 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 109,607 SQUARE FEET, MORE OR LESS.

EXHIBIT B TO FF
AMENDED
PORT LAND TRANSFER AGREEMENT
AFFECTED AREA PARCELS 26A & 28
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) WITH THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE OF ILLINOIS STREET NORTH 03°10'56" WEST 687.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE NORTH 86°49'04" EAST 514.45 FEET; THENCE NORTH 03°10'56" WEST 618.75 FEET; THENCE SOUTH 86°49'04" WEST 514.45 FEET TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE SOUTH 03°10'56" EAST 618.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 318,317 SQUARE FEET, MORE OR LESS.

EXHIBIT B TO FF
AMENDED
PORT LAND TRANSFER AGREEMENT
AFFECTED AREA PARCELS 30 & 32
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) WITH THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE NORTH $86^{\circ}49'04''$ EAST 514.45 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 618.75 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 514.45 FEET TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE SOUTH $03^{\circ}10'56''$ EAST 618.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 318,317 SQUARE FEET, MORE OR LESS.

EXHIBIT GG

AMENDED PORT LAND TRANSFER AGREEMENT

PERMIT TO ENTER

THIS PERMIT TO ENTER ("Permit") dated for reference purposes only as of _____, is made by and between the **[Insert the appropriate entity: the REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic of the State of California; the CITY AND COUNTY OF SAN FRANCISCO, a charter City and County; or the CITY AND COUNTY OF SAN FRANCISCO, acting by and through its PORT COMMISSION]** ("Licensor"), and **[Insert the appropriate entity: CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation, or its agents, designees or successors; or insert name of a permitted Transferee under the North OPA or South OPA, or its agents, designees or successors]** (the "Permittee"). The capitalized terms used in this Agreement shall have the meanings set forth in the North OPA (hereinafter defined) or South OPA (hereinafter defined), as the context may require, unless otherwise defined herein.

THE PARTIES ENTER INTO THIS PERMIT based upon the following facts, understandings and intentions:

- A. The City and County of San Francisco ("City") acting through its Board of Supervisors, has approved a Redevelopment Plan for the Mission Bay South Redevelopment Project by Ordinance No. 335-98 adopted on November 2, 1998 ("Mission Bay South Redevelopment Plan") and a Redevelopment Plan for the Mission Bay North Redevelopment Project by Ordinance No. 327-98 adopted on Oct. 26, 1998 ("Mission Bay North Redevelopment Plan") (the Mission Bay South Redevelopment Plan and the Mission Bay North Redevelopment Plan are sometimes hereinafter collectively referred to as the "Redevelopment Plans" and individually as a "Redevelopment Plan"). In cooperation with the City, pursuant to the Interagency Cooperation Agreements for each of the Mission Bay North and South Plan Areas ("Interagency Cooperation Agreements"), the Agency is in the process of implementing the Redevelopment Plans and the Plan Documents (as defined in the Redevelopment Plans) referred to in each of the Redevelopment Plans.
- B. Permittee and the Redevelopment Agency of the City and County of San Francisco ("Agency") have entered into (i) that certain Mission Bay North Owner Participation Agreement ("North OPA") approved by Agency Commission resolution No. 188-98 on 9/17/98 and (ii) that certain Mission Bay South Owner Participation Agreement ("South OPA") approved by Agency Commission resolution No. 193-98 on 9/17/98, regarding the redevelopment of the Mission Bay North and South Plan Areas, as more particularly described therein. The North OPA and the South OPA are hereinafter collectively referred to as the "OPAs" and individually as an "OPA."
- C. Permittee, when and if required by the OPAs, will construct open space, parks, streets and other Infrastructure on land owned or to be owned by the City or Port, and in the case of open space and parks, land leased by the City or Port to the Agency. In addition, the OPAs and Land Transfer Agreements (hereinafter defined) obligate Permittee to perform

certain environmental obligations with respect to City and Port owned property and with respect to certain property to be donated to the Agency for the development by the Agency or Qualified Affordable Housing Developers of Affordable Housing Units.

- D. Permittee, the City and the City and County of San Francisco acting by and through the Port Commission ("Port") have also entered into (i) that certain Amended and Restated City Land Transfer Agreement ("Amended CLTA") approved by Ordinance No. 330-98 of the Board of Supervisors on Oct. 26, 1998, (ii) that certain Amended and Restated Mission Bay Port Land Transfer Agreement ("Amended PLTA") approved by Ordinance No. 331-98 of the Board of Supervisors of the City on Oct. 26, 1998, and (iii) that certain Amended and Restated Agreement Concerning the Public Trust ("Amended ACTPT") to which the State of California is also a party, approved by Ordinance No. 332-98 of the Board of Supervisors of the City on Oct. 26, 1998. The Amended CLTA, Amended PLTA and Amended ACTPT are hereinafter collectively referred to as the "Land Transfer Agreements." The Land Transfer Agreements provide for the exchange of certain lands between Permittee and the City and Port, as applicable.
- E. The OPAs, the Interagency Cooperation Agreements and the Land Transfer Agreements all contemplate that from time to time the Agency, as tenant, and the City or Port, as applicable, as Landlord, will enter into or modify the Agency Lease for the purpose of facilitating the construction in phases of the public open space and parks contemplated under the OPAs, Redevelopment Plan and Plan Documents.
- F. The OPAs, Land Transfer Agreements, Interagency Cooperation Agreements and Agency Lease all contemplate that from time to time the Agency, City or Port, as applicable, shall, upon Permittee's request, enter into permits to enter affecting property owned by or leased to the City, Port or Agency, as applicable, for the purposes of allowing Permittee to (i) perform environmental Investigations and geotechnical testing, investigations and other physical inspections, (ii) perform Remediation and Responses, and (iii) construct Infrastructure, all as contemplated by the OPAs, and the Redevelopment Plans and Plan Documents.
- G. Permittee has requested that Licensor enter into this Permit for the purposes hereinafter specified in Section 2, covering the property described in Exhibit A attached hereto and incorporated herein ("Permit Area"), as contemplated by the [OPAs, Land Transfer Agreements, Interagency Cooperation Agreements or Agency Lease; specify applicable document], upon the terms and conditions hereinafter provided.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, the parties hereby enter into this Permit, upon the terms and conditions hereinafter set forth:

1. **License.** Licensor hereby confers to Permittee and its agents, employees, officers, contractors and representatives ("Agents") a personal (except as hereinafter specifically provided), non-exclusive (except as hereinafter provided) and non-possessory right and license to enter upon and use the Permit Area for the purposes and subject to the terms,

conditions and restrictions set forth below; provided that, with respect to Open Space Parcels and New Street Parcels, no other Person shall be entitled to utilize the Permit Area, or shall be entitled to possession thereof during the term of this Permit (other than existing rights under nonexclusive easements for utilities) to the extent such utilization or possession would interfere with Permittee's activities hereunder. This Permit gives Permittee a license only and notwithstanding anything to the contrary herein, this Permit does not constitute a grant by Licensor of any ownership, leasehold, easement or other similar property interest or estate whatsoever in the Permit Area, or any portion thereof. The license granted by this Permit is irrevocable, except as specifically hereinafter provided.

2. **Use of Permit Area.** Permittee shall enter and use the Permit Area for the sole purpose of [insert appropriate clause: (i) installing and constructing Infrastructure in the Permit Area, in accordance with the terms of the applicable OPA, Redevelopment Plan and Plan Documents; (ii) performing environmental Responses or Remediation in the Permit Area in accordance with the terms of the Land Transfer Agreements, OPAs and/or Agency Lease, as applicable; or (iii) performing physical inspections and testing of the Permit Area, including, without limitation, environmental Investigations and geotechnical testing, investigations and inspections] (the "Permitted Acts"), as more particularly described on Exhibit B attached hereto and incorporated herein. If Permittee performs any inspections, studies, testing or investigation pursuant to this Permit, Permittee shall provide to Licensor a copy of any written reports received by Permittee documenting the results of such inspections, testing, investigations or studies.

3. **Installation of Facilities.**
 - (a) **Permits and Approvals.** Before beginning any work in the Permit Area, Permittee shall obtain any and all permits, licenses and approvals (collectively, "Approvals") of all City Agencies, if any, and any other governmental agencies having or claiming jurisdiction over the Permit Area, that are required to commence the Permitted Acts, and thereafter shall obtain all Approvals required to complete the Permitted Acts, and also shall comply with the applicable requirements of the Financing Plan (if applicable) in connection with such work. Promptly upon receipt of such Approvals, if any, Permittee shall deliver copies of all Approvals to Licensor, to the extent Licensor was not the entity issuing the applicable Approvals. Licensor shall cooperate with Permittee, at no cost to Licensor, to the extent necessary to obtain such Approvals, subject to the limitations of the OPAs and the Interagency Cooperation Agreements, as applicable.

 - (b) **Exercise of Due Care.** Permittee shall use, and shall cause its Agents to use, due care at all times in performing the Permitted Acts to avoid any damage or harm to Licensor's property and any facilities, in, under, or on the Permit Area, unless

such property or facilities are to be demolished, removed or replaced in connection with the Permitted Acts.

4. **Term of Permit.** The license conferred to Permittee pursuant to this Permit shall commence on the Effective Date (as defined in Section 25 below) and shall expire on _____, _____ **[insert reasonable period to complete Permitted Acts]**; provided, however, that the term of this Permit shall automatically be extended for such additional period as may be required by Permittee, if Permittee is diligently proceeding with the Permitted Acts and if the failure to complete the Permitted Acts is the result of Unavoidable Delay, or, in the case of Infrastructure, if such Infrastructure has not yet been acquired by the City or other public agency that will own or operate such Infrastructure pursuant to the Interagency Cooperation Agreements and the applicable OPA (including the Financing Plan). If Permittee fails to comply with any of the terms or conditions of this Permit and cure such noncompliance within ten (10) business days after receipt of written notice of noncompliance by Permittee (or in the case of Permittee's failure to comply with any obligation that cannot reasonably be cured within such period, in the event Permittee does not commence a cure within such period and diligently pursue such cure to completion), Licensor may, without limiting any of its other rights and remedies, revoke this Permit. Upon termination or revocation of this Permit, Permittee shall surrender the Permit Area to Licensor in the condition required under Section 9.

5. **Insurance.**

- (a) **Coverages.** Permittee shall maintain or cause its Agents performing the Permitted Acts to maintain or cause to maintain, throughout the term of this Permit, at no cost to Licensor, insurance as follows:
- (i) Comprehensive or commercial general liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including contractual liability, independent contractors, broad-form property damage, personal injury, products and completed operations.
 - (ii) Workers' compensation insurance with employers' liability not less than \$1,000,000 each accident.
 - (iii) Comprehensive or business automobile liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including owned, non-owned and hired vehicles, if Permittee uses or causes to be used vehicles in connection with its use of the Permit Area.
- (b) **General Requirements.** All insurance provided for under this Permit shall be effected under valid enforceable policies issued by insurers of recognized responsibility having a rating of at least A-:VII in the most current edition of Best's Insurance Reports, or otherwise acceptable Licensor.

(i) Should any of the required insurance be provided under a claims-made form, Permittee or Permittee's Agents performing the Permitted Acts shall maintain or cause to be maintained such coverage continuously throughout the term hereof and, without lapse, for a period of one (1) year beyond the expiration or termination of this Permit, to the effect that, should occurrences during the term give rise to claims made after expiration or revocation of this Permit, such claims shall be covered by such claims-made policies.

(ii) Should any of the required insurance be provided under form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified.

(iii) General and automobile liability insurance policies shall be endorsed or otherwise provide the following:

(1) Show Permittee or Permittee's Agents performing the Permitted Acts as the named insured and **[insert applicable party: the City, the Agency or the Port; if Agency is issuing party, and property is City or Port Property, City or Port should also be named]** and its commissions, boards, departments, officers, agents and employees, as additional insureds, as their respective interests may appear hereunder.

(2) That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Permit, and that insurance applies separately to each insured against whom claim is made or suit is brought. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

(3) All policies shall be endorsed to provide thirty (30) days' advance written notice to Licensor of cancellation mailed to the address(es) for Licensor set forth in Section 23, except in the case of cancellation for nonpayment of premium, in which case cancellation shall not take effect until ten (10) days prior written notice has been given. Permittee covenants and agrees to give Licensor reasonable notice in the event that it learns or has any reason to believe that any such policy may be canceled or that the coverage of any such policy may be reduced.

(c) **Proof of Insurance.** Permittee shall deliver to Licensor certificates of insurance in form reasonably satisfactory to Licensor, evidencing the coverages required hereunder, on or before the Effective Date of this Permit ("Evidence of

Insurance”), and Permittee shall provide Licensor with Evidence of Insurance thereafter before the expiration dates of expiring policies. In addition, Permittee shall deliver to Licensor complete copies of the relevant policies upon request therefor from Licensor. If Permittee shall fail to procure such insurance, or fails to deliver Evidence of Insurance as required herein, and such failure continues for more than ten (10) days following written notice from Licensor to Permittee, Licensor may, at its option, procure the same for the account of Permittee, and the reasonable cost thereof shall be paid to Licensor within thirty (30) days after delivery to Permittee of bills therefor. Licensor shall notify Permittee within thirty (30) days of its receipt of Evidence of Insurance whether Evidence of Insurance is not acceptable to Licensor.

(d) Notwithstanding anything to the contrary in this Permit, Permittee’s compliance with this Section 5 shall in no way relieve or decrease liability of Permittee under Section 12 below, or any other provision of this Permit.

6. **Compliance with Laws.** Permittee shall, at its expense, conduct and cause to be conducted all Permitted Activities on the Permit Area in a safe and reasonable manner and in compliance with all Laws (including, without limitation, the Americans with Disabilities Act) whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Nothing contained in this Section 6 shall, however, be deemed to modify or expand Permittee’s obligations under Section 13 of this Permit with respect to Hazardous Substances or any of Permittee’s obligations under the Environmental Investigation and Response Programs (“EIRPs”) attached to the OPAs, and to the extent of any inconsistency between this Section 6 and Section 13 and the EIRPs, Section 13 and the EIRPs shall control. In addition, to the extent of any inconsistency between Section 13 and the EIRPs, the EIRPs shall control. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the Permit Area any and all Approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that Licensor is entering into this Permit in its capacity as a property owner with a proprietary interest or as a tenant with a leasehold interest in the Permit Area and not as a regulatory agency with police powers. Permittee further understands and agrees that no approval by Licensor for purposes of this Permit shall be deemed to constitute approval of any federal, state, City Agency (except for the specific approvals expressly granted by Licensor herein) or other local regulatory authority with jurisdiction).
7. **Covenant to Maintain Permit Area.** In connection with its use hereunder, Permittee shall at all times, at its sole cost, maintain the Permit Area in a safe and secure condition, to the extent the Permit Area may be affected by Permittee’s activities hereunder.
8. **Signs.** Except for construction signs (which may include informational signs identifying Permittee as the developer of the applicable Improvements, if any; provided that any such informational signage shall be subject to the approval of Licensor, not to be unreasonably withheld, conditioned or delayed), temporary safety and warning signs, or any signs

contemplated by the OPAs, Redevelopment Plan or Plan Documents, or otherwise approved by City Agencies or the Agency in connection with the Approvals, Permittee shall not place, erect or maintain any sign, advertisement, banner or similar object on the Permit Area.

9. **Surrender.** Except as specifically provided in this Section 9, upon the expiration of this Permit or within ten (10) days after any sooner revocation or other termination of this Permit, Permittee shall surrender the Permit Area, **[insert the appropriate language: (i) if the Permit is for environmental Investigation or Response Measures, insert “in substantially the condition the Permit Area was in prior to the Effective Date, including but not limited to (i) closing wells in accordance with applicable Environmental Laws, (ii) filling in borings, and (iii) removal, or other disposition consistent with the Risk Management Plans and the EIRPs, of stockpiles of soil created by Permittee under the Permit, except for (x) conditions created or exacerbated by any person or entity other than Permittee or its Agents, (y) any monitoring wells required by the RWQCB to remain in the Permit Area as part of obtaining Final Site Clearance, or (z) any other measures, structures, or changes to the Permit Area contemplated by the [Redevelopment Plan] or as required by the Risk Management Plan or the RWQCB to remain in place on the Permit Area, or (ii) if the Permit is for construction of Infrastructure, insert “in a good, clean and sightly condition, free from hazards and clear of all debris, with all property of Permittee (other than Infrastructure) removed and all damage caused by the removal repaired.”]** Notwithstanding the foregoing, Permittee shall have no obligation to restore any damage resulting from reasonable wear and tear, casualty not caused by Permittee or its Agents, or condemnation. The obligations of Permittee under this Section 9 shall survive the termination of this Permit.
10. **Licensor’s Right to Cure Defaults by Permittee.** If Permittee fails to perform its obligations, if any, under this Permit to restore the Permit Area, or to repair damage to the Permit Area, or if Permittee defaults in the performance of any of its other obligations under this Permit, then Licensor may, at its sole option, remedy such failure for Permittee’s account and at Permittee’s expense by providing Permittee ten (10) business days’ prior written notice of Licensor’s intention to cure such default (except that no such prior notice shall be required in the event of an emergency as reasonably determined by Licensor), except in the case of the construction of Infrastructure, if such remedy would be inconsistent with the remedies in or terms and conditions of any subdivision improvement agreement regarding such Infrastructure. Such action by Licensor shall not be construed as a waiver of any rights or remedies of Licensor under this Permit, and nothing herein shall imply any duty of Licensor to do any act that Permittee is obligated to perform. Permittee shall pay to Licensor within ten (10) days following Licensor’s written demand, all reasonable, out of pocket costs and expenses incurred by Licensor, including, without limitation, reasonable attorneys’ fees, in remedying or attempting to remedy such default, and Permittee's obligation to pay such sums shall not be limited by

the provisions of Section 26 of this Permit. Permittee's obligations under this Section 10 shall survive the termination of this Permit.

11. **No Costs to Licensor.** Except as otherwise provided in the OPAs, Redevelopment Plan or Plan Documents, Permittee shall bear all costs or expenses of any kind or nature in connection with its use of the Permit Area. Permittee shall keep the Permit Area free and clear of any liens or claims of lien arising out of or in any way connected with Permittee's use of the Permit Area.

12. **Indemnity.**

(a) **General Indemnification.**

(i) Except as hereinafter specifically provided, Permittee shall indemnify, defend and hold harmless Licensor, its commissions, departments, boards, officers, agents, employees, permittees and contractors and each of them, from and against any and all claims, demands, losses, liabilities, damage, liens, obligations, interest, injuries, penalties, fines, lawsuits or other proceedings, judgments and awards and costs and expenses (including reasonable attorneys' fees and costs and consultant fees and costs and court costs) of whatever kind or nature, known or unknown, contingent or otherwise, including the reasonable costs to the Licensor of carrying out the terms of any judgment, settlement, consent, decree, stipulated judgment or other partial or complete termination of an action or procedure that requires the Licensor to take any action (collectively, "Indemnified Claims") arising in any manner out of (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the Permit Area, or any part thereof, whether the person or property of Permittee or its Agents, their invitees, guests or business visitors (collectively, "Invitees"), or third persons, resulting from any use or activity by Permittee or its Agents under this Permit, (b) any failure by Permittee to faithfully observe or perform any of the terms, covenants or conditions of this Permit, or (c) the use of the Permit Area or any activities conducted thereon under this Permit by Permittee, its Agents or Invitees. The foregoing indemnity shall exclude any Indemnified Claims to the extent they result from the negligence or willful or other actionable misconduct of Licensor or its Agents or Invitees. Permittee's obligations under this Section 12 shall survive the expiration or other termination of this Permit. The Owner agrees to defend the indemnified parties against any claims that are actually or potentially within the scope of the indemnity provisions of this instrument, even if such claims may be groundless, fraudulent or false.

(ii) The agreement to indemnify, defend and hold harmless set forth in Section 12(a) is in addition to, and in no way shall be construed to limit or replace, any other obligations or liabilities which Permittee may have to Licensor in the OPAs, the Land Transfer Agreements or this Permit, at common law or

otherwise except as same may be limited by the provisions of the OPAs, Land Transfer Agreements or this Permit.

(iii) Licensor agrees to give prompt notice to Permittee with respect to any suit or claim initiated or threatened against Licensor, and in no event later than the earlier of (a) ten (10) days after valid service of process as to any filed suit or (b) fifteen (15) days after receiving notification of the filing of such suit or the assertion of such claim, which Licensor has reason to believe is likely to give rise to a claim for indemnity hereunder. If prompt notice is not given to Permittee, then Permittee's liability hereunder shall terminate as to the matter for which such notice is not given, provided that failure to notify Permittee shall not affect the rights of Licensor or the obligations of Permittee hereunder unless Permittee is prejudiced by such failure, and then only to the extent of such prejudice. Permittee, at its option but subject to the reasonable consent and approval of Licensor, shall be entitled to control the defense, compromise or settlement of any such matter through counsel of Permittee's own choice; provided, however, that in all cases Licensor shall be entitled to participate in such defense, compromise or settlement at its own expense. If Permittee shall fail, however, in Licensor's reasonable judgment, within a reasonable time following notice from Licensor alleging such failure, to take reasonable and appropriate action to defend, compromise or settle such suit or claim, Licensor shall have the right promptly to hire counsel at Permittee's sole expense to carry out such defense, compromise or settlement, which expense shall be immediately due and payable to Licensor upon receipt by Permittee of a properly detailed invoice therefor.

- (b) Permittee shall not permit any mechanics' or materialmen's liens to be levied against the Permit Area for any labor or material furnished to Permittee or claimed to have been furnished to Permittee or to Permittee's Agents in connection with the installation of Infrastructure by Permittee and Permittee shall hold Licensor free and harmless from any and all mechanics' or materialmen's liens connected with or arising from the installation of Infrastructure.
- (c) For purposes of Section 12(a), Permittee's operations and activities include but are not limited to those of its Agents.
- (d) Nothing in this Section 12 or elsewhere in this Permit shall require Permittee to defend, indemnify or hold harmless Licensor or any of its commissions, departments, boards, officers, agents or employees from any Indemnified Claims resulting from the discovery or disclosure of Hazardous Substances on, in, under or about the Permit Area or shall serve to modify or increase any obligations of Permittee or Licensor under Section 13 or the EIRPs with respect to any Hazardous Substances on, about or under the Permit Area, it being the intention of the Parties, that Section 13 and the EIRPs shall govern the rights and obligations of the Parties with respect to Remediation and Response measures for Hazardous Substances in, on or about the Permit Area in connection with the Permitted Acts.

13. **Implementation of Environmental Investigation and Response Measures.**

(a) **Definitions.** As used in this Section 13, the following terms shall have the following meanings:

- (1) "Claims" means all claims, costs, damages (including consequential damages, fines, judgments, penalties, losses, demands, liabilities or expenses including, without limitation, personal injury claims; payment of liens; sums paid in settlement of claims; fees of attorneys, consultants, and experts; the capital and operating costs of any Investigation or Remediation; loss of use or damages; loss of profits, rentals or other business opportunities or property losses; increased development costs; and damages to natural resources or to property.
- (2) "Community Facilities Parcels" shall mean the School/Fire Station, the School Site and the School Play Yard.
- (3) "Construction" means construction of the Initial Permanent Improvements, starting with groundbreaking in connection with the commencement of physical construction of such improvements and ending with the completion of physical construction for Open Space and Street Parcels and issuance of a Certificate of Occupancy for the Affordable Housing Parcels.
- (4) "Environmental Laws" means all federal, state and local laws, regulations, ordinances, and judicial and administrative directives, orders and decrees dealing with or pertaining to solid or hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substances use or storage, and community right-to-know requirements related to the work being performed under this Permit.
- (5) "Existing Street Parcels" means those existing (public or private) streets or portions thereof in the South Plan Area and the North Plan Area, as more particularly described in the North OPA and the South OPA which the City owns, that will remain streets and whose ownership will not be transferred under the Land Transfer Agreements. Existing Street Parcels are those portions of the following streets existing on August 1, 1998 that will not be transferred: Third Street, Fourth Street, Berry Street, Townsend Street, King Street, Seventh Street, a portion of Sixteenth Street, a portion of Terry Francois Boulevard, Mariposa Street, Pennsylvania Street, a portion of Owen Street, a portion of Illinois Street, and a portion of Mission Rock Street, as more particularly identified on Exhibit C.
- (6) "Final Site Clearance" means a written statement from the RWQCB providing that the environmental condition of a parcel is appropriate for its designated uses as set forth in the Redevelopment Plan and Plan Documents, and that no

further Investigation or Response is required other than that specified in the RMP or is imposed in a recorded Environmental Covenant and Restriction under the Cal. Civ. Code §1471 or other institutional controls approved by the RWQCB. An environmental Certification of Completion issued by the RWQCB under Cal. Health & Safety Code §25264 shall be deemed to be the equivalent of Final Site Clearance; provided, however, that Final Site Clearance may be issued by the RWQCB in the absence of a Certificate of Completion.

- (7) "Hazardous Substance(s)" means 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.
- (8) "Investigate" or "Investigation" when used with reference to Hazardous Substances means any activity undertaken to determine the nature and extent of Hazardous Substances that may be located in, on, under or about the property or which have been, are being, or are threatened to be Released into the environment.
- (9) "New Street Parcels" means that portion of Berry Street between King Street and Mall Street (adjacent to Seventh Street), and a portion of the King Street frontage road, to be dedicated as public streets, a portion of Sixteenth Street, South Street, Fourth Street from the South Commons to Mariposa Street, and a portion of Terry Francois Boulevard, as more particularly identified on Exhibit C.
- (10) "Open Space Parcels" means parcels which shall be improved as open space as parks and recreation purposes.
- (11) "Regional Water Quality Control Board" or "RWQCB" means the Regional Water Quality Control Board for the San Francisco Bay Region, its Executive Officer, or staff authorized to make decisions regarding the subject at issue.
- (12) "Release": when used with respect to a Hazardous Substance means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of the Hazardous Substance into the environment.

- (13) “Response” or “Respond” or “Remediate” when used in a reference to Hazardous Substances means any activity undertaken to cleanup, remove, contain, treat, stabilize, monitor, or otherwise control or manage, including to manage in place, the Hazardous Substance.
- (14) “Risk Management Plan” or “RMP” means a written plan approved by the RWQCB meeting the requisites of Sections 8.2.1 and 8.2.3 of the Amended CLTA.
- (15) “Street Parcels” means the Existing Street Parcels and the New Street Parcels.
- (b) In Permittee’s performance of the Permitted Acts set forth in Exhibit B, Permittee will comply with all applicable Environmental Laws and all applicable sections of the RWQCB-approved RMP and applicable laws, including Article 20 of the Public Works Code. Notwithstanding any other provision of this Permit, Permittee shall have no obligation to perform Investigation or Response measures more extensive or more stringent than those required by the RWQCB to obtain Final Site Clearance.
- (c) Permittee shall defend, hold harmless and indemnify Licensor, and its officers, agents, employees, permittees and contractors and, if Licensor is a tenant, Permittee shall also defend, hold harmless and indemnify the property owner and its officers, agents, employees, permittees and contractors, from and against any and all Claims resulting from any Release or threatened Release of a Hazardous Substance to the extent that such Release or threatened Release is directly created or aggravated by the specific activities undertaken by Permittee pursuant to this Permit or by any breach of or failure to duly perform or observe any term, covenant or agreement in this Permit to be performed or observed by Permittee including, but not limited to, any violation of any Environmental Law caused by Permittee’s performance or any violation by Permittee of the applicable provisions of the RWQCB-approved RMP; provided, however, that Permittee shall have no liability, nor any obligation to defend, hold harmless or indemnify any person for any such Claim resulting (i) from the discovery or disclosure of any pre-existing condition, (ii) from the movement of soil or groundwater or other activity undertaken by Permittee, which concerns Hazardous Substances existing prior to Permittee’s entry upon the Permit Area so long as such movement or activity is consistent with the RMP, or (iii) resulting from the negligence or willful or other actionable misconduct of Permittee or its agents or invitees. Permittee’s obligations under this Section 13(c) shall survive the expiration or other termination of this Permit. In addition, the terms and conditions of Sections 12(a)(ii) and (iii) of this Permit shall govern the indemnity set forth in this Section 13(c), and are incorporated herein by this reference.

(d) **Environmental Releases.**

(i) **Licensor Release.**

The following release extends to any Permit Area which is on an Open Space Parcel, Street Parcel or Community Facilities Parcel to the extent that Licensor has not already provided a release of liability to Permittee in the Amended CLTA or the Catellus Lease. For any particular Permit Area, the release shall take effect for such Permit Area upon the issuance of a Permit to Enter from the Agency or City.

Licensor, for itself and its agents, affiliates, successors and assigns, hereby releases and forever discharges Permittee and its shareholders, officers, directors, agents, consultants, affiliates, predecessors, successors, lenders, managers, tenants, servants, employees, invitees, guests, and assigns (collectively, "Permittee Entities") from any and all Claims at law or in equity, whether direct or indirect, foreseen or unforeseen, or known or unknown at the time of this Permit, which Licensor has or may have in the future, arising out of, or in any way connected with, the environmental or physical condition of the Permit Area, or any law or regulation applicable thereto. Notwithstanding the foregoing, the release set forth in the immediately preceding sentence shall not extend to: (i) any Claim against Licensor arising out of Permittee's failure to perform actions or negligent performance of actions specified in the North EIRP or South EIRP or this Permit for which Permittee has responsibility, (ii) any Claim against Licensor, or its officers, tenants, lenders, managers, employees, agents, consultants, assigns, invitees, and guests (collectively, "Licensor Entities") asserted by any third party alleging injury or damage from acts, omissions, agreements or undertakings by any Permittee Entities, (iii) any Claim arising out of a Hazardous Substance which originates on land owned by Permittee and which first migrates onto the Permit Area after Permittee obtains Final Site Clearance for it, (iv) any Claim asserted against Licensor Entities by any private party in a citizen's suit capacity, (v) any Claim based on or arising from an obligation under a separate written agreement between the Parties, (vi) any Claim asserted against Licensor Entities by any governmental entity or agency, or (vii) any Claim asserted by the City in its regulatory capacity, except that Licensor acknowledges that pursuant to Cal. Health & Safety Code §25264(c), no state or local agency (including Licensor) may take action against Permittee for hazardous materials releases at the Premises once a Certificate of Completion is issued for such parcels under Cal. Health & Safety Code §25264(b) unless provided otherwise in Cal. Health & Safety Code §25264(c).

Except as expressly excluded above, the foregoing release includes all Claims, whether direct or indirect, foreseen or unforeseen, or known or unknown at the time of the Permit, which arise out of (i) the need or alleged need for

additional Investigation or Remediation on the Permit Area, and (ii) Investigation or Remediation arising from the presence of Hazardous Substances on, or originating on and migrating from, the Permit Area, or other environmental conditions of the Permit Area, whether such conditions or Hazardous Substances existed prior to or subsequent to Permittee's entry. Except as set forth in this Section 13(d), Licensor expressly waives any rights or benefits available to it under the provisions of Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Licensor hereby specifically acknowledges that it has carefully reviewed this release and discussed its import with legal counsel and that the provisions of this release are a material part of the Permit.

In the event that Permittee is not Catellus Development Corporation, a Delaware corporation, and subject to Catellus Development Corporation's execution of the release of Licensor Entities in Section 13(d)(ii) below, then Licensor, on behalf of itself and its agents, affiliates, successors and assigns, agrees that, in addition to Permittee Entities, the release in this Section 13(d)(i) shall extend also to Catellus Development Corporation and its shareholders, officers, directors, agents, consultants, affiliates, predecessors, successors, lenders, managers, tenants, servants, employees, invitees, guests, and assigns ("Catellus Entities"). Licensor also makes the same express waiver of rights and benefits regarding Claims against Catellus Entities as it does for Claims against Permittee Entities in this Section 13(d)(i).

[Licensor initials]

(ii) Permittee Release.

The following release extends to any Permit Area which is on an Open Space Parcel, Street Parcel or Community Facilities Parcel to the extent that Permittee has not already provided a release of liability to Licensor in the Amended CLTA or the Catellus Lease. For any particular Permit Area, the release shall take effect for such parcel upon the issuance of a Permit to Enter from the Agency or City.

The Permittee, for itself and its agents, affiliates, successors and assigns, hereby releases and forever discharges the Licensor Entities from any and all Claims at law or in equity, whether direct or indirect, foreseen or unforeseen, or known or unknown at the time of this Permit, which Permittee has or may have in the future, arising out of, or in any way connected with, the environmental or physical condition of the Permit Area, or any law or regulation applicable thereto. Notwithstanding the foregoing, the release set forth in the immediately preceding sentence shall not extend to: (i) any Claim against Permittee arising out of the failure of Licensor Entities to perform actions or negligent performance of actions specified in this Permit for which the Licensor Entities have responsibility, (ii) any Claim against Permittee Entities asserted by any third party alleging injury or damage from acts, omissions, agreements or undertakings by any Licensor Entities, (iii) any Claim arising out of a Hazardous Substance which originates on land owned by a Licensor Entity and which first migrates onto the Permit Area after Permittee obtains Final Site Clearance for it, (iv) any Claim asserted against the Permittee Entity by any private party in a citizen's suit capacity, (v) any Claim based on or arising from an obligation under a separate written agreement between the Parties, (vi) any Claim asserted against the Permittee Entities by any governmental entity or agency, or (vii) any Claim against the Permittee Entities by the Licensor Entities in its regulatory capacity, except that the Licensor acknowledges that pursuant to Cal. Health & Safety Code §25264(c), no state or local agency (including the Licensor) may take action against the Permittee for hazardous materials releases at the Permit Area once a Certificate of Completion is issued for such Permit Area under Cal. Health & Safety Code §25264(b) unless provided otherwise in Cal. Health & Safety Code §25264(c).

Except as expressly excluded above, the foregoing release includes all Claims, whether direct or indirect, foreseen or unforeseen, or known or unknown at the time of the Permit, which arise out of (i) the need or alleged need for additional Investigation or Remediation on the Permit Area, and (ii) Investigation or Remediation arising from the presence of Hazardous Substances on, or originating on and migrating from, the Permit Area, or other environmental conditions of the Permit Area, whether such conditions or Hazardous Substances existed prior to or subsequent to a Licensor Entity's grant of the Permit. Except as set forth in this Section 13(d), the Permittee expressly waives any rights or benefits available to it under the provisions of Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The Permittee hereby specifically acknowledges that it has carefully reviewed this release and discussed its import with legal counsel and that the provisions of this release are a material part of the Permit.

In the event that Catellus Development Corporation, a Delaware corporation, is not the Permittee, and if Catellus Development Corporation executes the release in this Section 13(d)(ii) by signing below, then Catellus Development Corporation, for itself and its affiliates, successors and assigns, agrees that it is providing the same release to Licensor Entities as Permittee is providing to Licensor Entities in this Section 13(d)(ii). Catellus Development Corporation also makes the same express waiver of rights and benefits regarding Claims against Licensor Entities as provided by Permittee in this Section 13(d)(ii).

[Permittee initials]

Catellus Development Corporation

By: _____

Its: _____

14. **No Assignment.** This Permit is personal (except as hereinafter provided) to Permittee and shall not be Transferred by Permittee under any circumstances, except that this Permit may be Transferred by Permittee in connection with any Transfer permitted under the OPAs or Land Transfer Agreements (including, without limitation, an assignment to a Mortgagee). Any attempt to Transfer this Permit in violation of the immediately preceding sentence shall be null and void and cause the immediate termination and revocation of this Permit.
15. **Non-Liability of Licensor Officials, Employees and Agents.** Notwithstanding anything to the contrary in this Permit, no elective or appointive board, commission, member, officer, employee or agent of Licensor shall be personally liable to Permittee, its successors and assigns, in the event of any default or breach by Licensor or for any obligation of Licensor under this Permit, nor shall any officer, director, shareholder, partner or employee of Permittee be personally liable to Licensor, its successors or assigns, in the event of any default or breach by Permittee or for any obligation of Permittee under this Permit.
16. **No Joint Venturers or Partnership; No Authorization.** This Permit does not create a partnership or joint venture between Licensor and Permittee as to any activity conducted

by Permittee on, in or relating to the Permit Area. Permittee is not a State actor with respect to any activity conducted by Permittee on, in, or under the Permit Area. Except as provided in this Permit, the giving of this Permit by Licensor does not constitute authorization or approval by Licensor of any activity conducted by Permittee on, in or relating to the Permit Area.

[Sections 17, 19, 21 and 22 are to be included only in each Permit to Enter between Permittee and the City and/or the Port and will not appear in any Permit to Enter between Catellus and the Agency.]

17. **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. Permittee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.
18. **Non-Discrimination.** Permittee shall not, in the operation and use of the Permit Area, discriminate against any person or group of persons solely because of race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or acquired immune deficiency syndrome (AIDS) or AIDS related condition (ARC). The provisions of Chapters 12B and 12C of the San Francisco Administrative Code, relating to nondiscrimination by parties contracting with the City and County of San Francisco, are incorporated herein by reference and made a part hereof as though fully set forth herein. Permittee agrees to comply with all of the provisions of such Chapters 12B and 12C that apply to parties contracting with the City and County of San Francisco.
19. **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 any virgin redwood or virgin redwood wood product.
20. **Taxes.** Permittee agrees to pay taxes of any kind, including possessory interest taxes, if any, in the event that this Permit creates a possessory interest subject to property taxation, that may be lawfully assessed on Permittee's interest under this Permit or use of the Permit Area pursuant hereto and to pay any other taxes, excises, licenses, permit charges or assessments based on Permittee's usage of the Permit Area that may be imposed upon Permittee by applicable law. Permittee shall pay all such charges when they become due and payable and before delinquency. Nothing in this Section 20 shall be construed as indicating an intent to create a possessory interest subject to taxation, and Licensor agrees that it will cooperate with Permittee in efforts to lawfully minimize or avoid any such assessments.

21. **Burma (Myanmar) Business Prohibition.** Permittee is not the government of Burma (Myanmar), a person or business entity organized under the laws of Burma (Myanmar) or a “prohibited person or entity” as defined in Section 12J.2(G) of the San Francisco Administrative Code. Licensor reserves the right to terminate this Permit due to a default if Permittee violates the terms of this Section 21. Chapter 12J of the San Francisco Administrative Code is hereby incorporated by reference as though fully set forth herein. The failure of Permittee to comply with any of its requirements shall be deemed a material breach of this Permit. In the event that Permittee fails to comply in good faith with any of the provisions of Chapter 12J of the San Francisco Administrative Code, Permittee shall be liable for liquidated damages for each violation in the amount of One Thousand Dollars (\$1,000). Permittee acknowledges and agrees that the liquidated damages assessed shall be payable to Licensor upon demand and may be set off against any moneys due to Permittee from Licensor pursuant to any contract with Licensor.
22. **Prohibition of Tobacco Advertising.** Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City and/or Port, including the property which is the subject of this Permit. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.
23. **Notices.** Except as otherwise expressly provided herein, any notices given under this Permit shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail with a return receipt requested or overnight courier, addressed as follows:

Licensor:

Permittee: Catellus Development Corporation
201 Mission Street, Second Floor
San Francisco, California 94105
Attn: Mission Bay Development Office
Telefacsimile: 415/974-4613

With a copy to: Catellus Development Corporation
201 Mission Street, Second Floor
San Francisco, California 94105
Attn: General Counsel
Telefacsimile: 415/974-4613

and: Coblentz, Patch, Duffy & Bass, LLP
222 Kearny Street, 7th Floor
San Francisco, California 94108
Attention: Pamela S. Duffy, Esq.
Telefacsimile: 415/989-1663

Notices herein shall be deemed given three (3) days after the date when they shall have been mailed if sent by first class or certified mail, one (1) day after the date when sent by overnight courier, or upon the date personal delivery is made.

24. **General Provisions.** (a) This Permit may not be amended or modified except by a written instrument signed by an officer or other authorized representative of all parties hereto. (b) No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by the party granting the waiver, and only to the extent expressly provided in such written waiver. (c) All approvals and determinations of Licensor required or permitted hereunder may be made in the reasonable discretion of Licensor. (d) This instrument and the North OPA, South OPA, Redevelopment Plans, Agency Lease and/or Land Transfer Agreements, as applicable (including the Attachments and Exhibits thereto), contain the entire agreement between the parties concerning this Permit and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. (f) Time is of the essence. (g) This Permit shall be governed by California law [insert only in Permits issued by Port and City: "and the City's Charter"]. (h) If either party institutes any action or proceeding in court or before an arbitrator to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Permit, the prevailing party shall be entitled to receive from the other party court or arbitration costs or expenses incurred by the prevailing party including, without limitation, expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as the court or arbitrator may judge to be reasonable attorneys' fees for the services rendered to the prevailing party in such action or proceeding. Attorneys' fees under this Section 24 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. For purposes of this Permit, reasonable fees of attorneys and any in-house counsel for Licensor or Permittee 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 Licensor's or Permittee's in-house counsel's services were rendered who practice in the City and law firms with approximately the same number of attorneys as employed by Licensor or in the case of Permittee's in-house counsel, as employed by the outside counsel for Permittee. (i) The obligations of each Permittee hereunder shall be joint and several. (j) Permittee may not record this Permit or any memorandum hereof. (k) Subject to the limitations on assignments or other transfers by Permittee hereunder, this Permit shall be binding upon

and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (l) This Permit may be executed in counterparts. [insert if Agency issues Permit: (m) City is an intended third party beneficiary of this Permit, including the indemnification provisions contained herein.]

25. **Effective Date; Approval.** This Permit shall become effective on the date (the "Effective Date") upon which the parties hereto have duly executed and delivered this Permit.
26. **Monetary Damages.** Licensor and Permittee have determined that monetary damages generally are inappropriate and it would be extremely difficult and impractical to fix or determine the actual damages arising to either as a result of a breach or default hereunder and that equitable remedies and remedies at law not including damages are particularly appropriate remedies for enforcement of this Permit. Except as otherwise provided herein to the contrary (and then only to the extent of actual damage and not consequential or special damages), neither Licensor nor Permittee would have entered into this Permit if either were to be liable in damages under or with respect to this Permit. Consequently, the parties have agreed that no party shall be liable in damages to the other, to any other Permittee or Transferee, or any other Person, and each covenants not to sue for or claim any damages under this Permit and expressly waives its right to do so; provided, however that damages shall be available as to defaults which arise out of the failure to pay any monetary fee or reimbursement required to be paid under this Permit, including failure to pay sums due under any indemnity.

Licensor and Permittee have executed this Permit as of the date first written above.

PERMITTEE:

CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation [or if another party, insert name of other party]

By: _____

Name: _____

Its: _____

LICENSOR

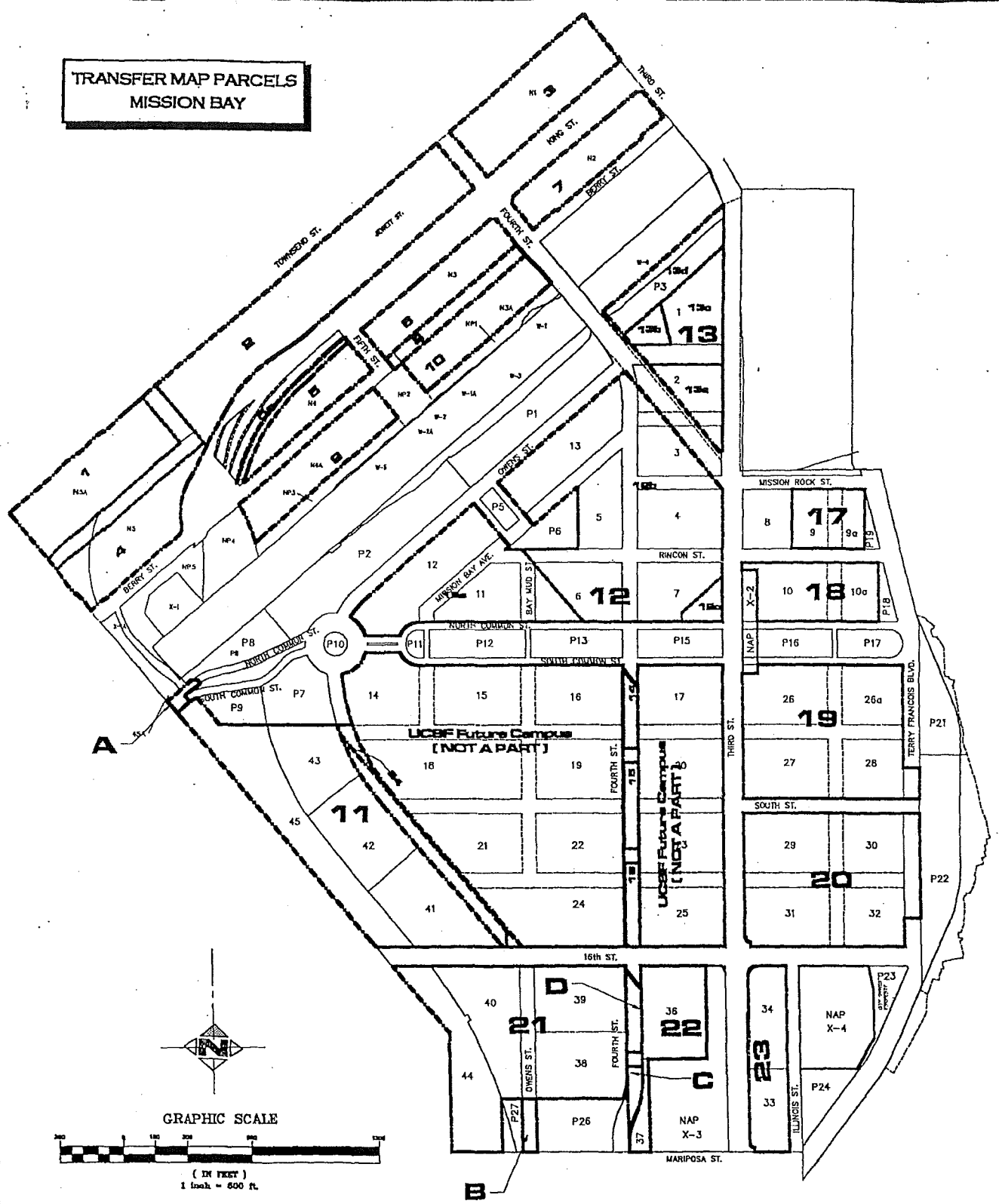
By: _____

EXHIBIT HH

AMENDED PORT LAND TRANSFER AGREEMENT

TRANSFER MAP

**TRANSFER MAP PARCELS
MISSION BAY**

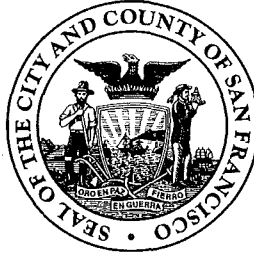


**SANTINA &
THOMPSON, INC.**
Hawk
Engineers, Inc.

NOTE:
SMALL BLOCK NUMBERS AND
VARA LINES WILL NOT BE
11/10/98 SHOWN ON FINAL TRANSFER MAP

**EXHIBIT "HH"
SHEET 1 OF 1**

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: John Rahaim, Director, Planning Department
John Updike, Director, Real Estate Division
Ed Reiskin, Executive Director, Municipal Transportation Agency
Elaine Forbes, Executive Director, Port Department
Amy Quesada, Port Commission
Mawuli Tugbenyoh, Liaison to the Board of Supervisors, Mayor's Office

FROM: Erica Major, Assistant Clerk
Land Use and Transportation Committee

DATE: June 28, 2017

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Land Use and Transportation Committee has received the following proposed legislation, introduced by Supervisor Cohen on June 20, 2017:

File No. 170768

Resolution approving the jurisdictional transfer of approximately 17 acres of City-owned real property comprised of portions of Assessor's Parcel Block Nos. 4297, 4298, 4299, 4300, 4310, and 4313, and bounded by 25th, Illinois, Cesar Chavez, and Maryland Streets, in the City and County of San Francisco, from the Port Commission to the Municipal Transportation Agency for no additional consideration; and making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

If you have comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or by email at: erica.major@sfgov.org.

c: Scott Sanchez, Planning Department
Lisa Gibson, Planning Department
AnMarie Rodgers, Planning Department
Aaron Starr, Planning Department
Joy Navarrete, Planning Department
Laura Lynch, Planning Department
Janet Martinsen, Municipal Transportation Agency
Kate Breen, Municipal Transportation Agency
Dillon Auyoung, Municipal Transportation Agency
Daley Dunham, Port Department

Print Form

Introduction Form

By a Member of the Board of Supervisors or Mayor

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2017 JUN 20 PM 2:20

BY _____
Time stamp
or meeting date *B*

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor [] inquiries"
- 5. City Attorney Request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No. []
- 9. Reactivate File No. []
- 10. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.

Sponsor(s):

Cohen

Subject:

Jurisdictional Transfer of City Property at 25th and Illinois Street for \$29,700,000

The text is listed:

Attached

Signature of Sponsoring Supervisor:

Malia Cohen

For Clerk's Use Only