

File No. 150997

Committee Item No. 4

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date November 9, 2015

Board of Supervisors Meeting

Date _____

Cmte Board

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Public Hearing Notice</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>ACII Determination</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PW order No. 184229</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>offer of Dedication</u> |
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Completed by: Linda Wong Date November 6, 2015

Completed by: Linda Wong Date _____

1 [Golden State Warriors Events Center at Mission Bay - Street and Easement Vacations]

2
3 **Ordinance ordering the summary vacation of four easements for water line, sanitary**
4 **sewer, and/or storm water purposes, and two offers of dedication within portions of**
5 **Assessor's Block No. 8722, Lot Nos. 1 and 8, within the Mission Bay South**
6 **Redevelopment Plan Area for the Golden State Warriors Event Center and Mixed-Use**
7 **Development at Mission Bay South Blocks 29-32; authorizing a termination and**
8 **quitclaim of the easements and other City and County of San Francisco rights and**
9 **interest in the vacated areas; authorizing the General Manager of the Public Utilities**
10 **Commission and the Director of Property to execute the quitclaim deeds for the**
11 **vacated easements and vacation area; retroactively extending a license agreement for**
12 **the public's use of the temporary Terry A. Francois Boulevard; adopting findings**
13 **pursuant to the California Environmental Quality Act; and making findings of**
14 **consistency with the Mission Bay South Redevelopment Plan, the General Plan, and**
15 **the eight priority policies of Planning Code, Section 101.1, for the actions contemplated**
16 **in this Ordinance.**

17 **NOTE:** **Unchanged Code text and uncodified text** are in plain Arial font.
18 **Additions to Codes** are in *single-underline italics Times New Roman font*.
19 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.
20 **Board amendment additions** are in double-underlined Arial font.
21 **Board amendment deletions** are in ~~strikethrough Arial font~~.
22 **Asterisks (* * * *)** indicate the omission of unchanged Code
23 subsections or parts of tables.

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

25 Section 1. **General Findings.**

(a) GSW Arena LLC ("GSW"), an affiliate of the Golden State Warriors, LLC, which owns and operates the Golden State Warriors National Basketball Association team,

1 proposes to construct a multi-purpose event center and a variety of mixed uses, including
2 office, retail, open space, and structured parking on an approximately 11-acre site on Blocks
3 29-32 (Assessor's Block 8722, Lots 1 and 8) in Mission Bay South (the "Project"). The Project
4 site is bounded by South Street on the north, Third Street on the west, 16th Street on the
5 south, and by the future planned realigned Terry A. Francois Boulevard on the east. The
6 areas on the Project site shown in Public Works ("PW") draft SUR Map Nos. 2015-004 and
7 2015-005 (the "Vacation Area") are subject to certain sanitary sewer, storm drain, and water
8 line easements (the "Public Utility Easements") and certain Offers of Dedication (for street and
9 roadway purposes), as indicated on the maps. Copies of the maps, the Offers, and Public
10 Utility Easements are on file with the Clerk of the Board of Supervisors in File No. 150997.

11 (b) In accordance with the actions contemplated herein, this Board adopted a
12 resolution concerning findings pursuant to the California Environmental Quality Act (California
13 Public Resources Code sections 21000 et seq.). A copy of said resolution is on file with the
14 Clerk of the Board of Supervisors in File No. 150994 and is incorporated by reference as
15 though fully set forth herein.

16 (c) The Planning Department, in a letter dated _____, 2015, determined that
17 the actions contemplated in this ordinance are consistent, on balance, with the City's General
18 Plan and eight priority policies of Planning Code Section 101.1. A copy of said letter is on file
19 with the Clerk of the Board of Supervisors in File No. _____ and is incorporated herein
20 by reference.

21 (d) In a letter dated November 4, 2015, the Office of Community Investment and
22 Infrastructure found that the proposed vacation and other actions are consistent with the
23 Mission Bay South Redevelopment Plan and Plan Documents (the "OCII Letter"). A copy of
24 the OCII Letter is on file with the Clerk of the Board of Supervisors in File No. 150997 and is
25 incorporated herein by reference.

1 (e) The City and FOCIL-MB, LLC, the successor in interest to Catellus Development
2 Corporation, the original developer for Mission Bay, entered into a license agreement (the
3 "License Agreement") to allow public and vehicular access to and use of certain temporary
4 street improvements and underlying land comprising the temporary design of Terry A.
5 Francois Boulevard. A copy of the License Agreement is on file with the Clerk of the Board of
6 Supervisors in File No. 150997 and is incorporated herein by reference. The License
7 Agreement expired by its own terms on or about August 29, 2003, although the public
8 continues to have access to this temporary section of roadway. A portion of the land that is
9 subject to the License Agreement has been or will be acquired by GSW for the Project.

10
11 **Section 2. Summary Vacation of the Public Utility Easements and Offers of**
12 **Dedication in the Vacation Area.**

13 (a) **Findings.**

14 (1) California Street and Highways Code Sections 8300 et seq. and San
15 Francisco Public Works Code Section 787(a) set forth the procedures that the City and
16 County of San Francisco follows to vacate public streets and public service easements.
17 California Street and Highways Code Sections 8330 et seq. permits the summary vacation of
18 a public street or public service easement if certain conditions are satisfied:

19 (2) Section 8333(a) of the California Streets and Highways Code provides that
20 the legislative body of a local agency may summarily vacate a public service easement under
21 certain circumstances.

22 (3) Section 8334(a) of the California Streets and Highways Code provides that
23 the legislative body of a local agency may summarily vacate an excess right-of-way of a street
24 or highway under certain circumstances. In this case, San Francisco is treating the existing
25 Offers of Dedication for street and roadway purposes as the equivalent of excess street right-

1 of-way even though no street improvements have been constructed on the areas identified in
2 the Offers of Dedication.

3 (4) In PW Order No. 184229, dated November 6, 2015, the Director of Public
4 Works (the "PW Director") determined: (A) the Public Utility Easements within the Vacation
5 Area can be summarily vacated under California Streets and Highways Code Section 8333(a)
6 because the subject easements have not been used for the purposes dedicated or acquired
7 for five consecutive years prior to the vacation action; (B) the Offers of Dedication within the
8 Vacation Area can be summarily vacated under California Streets and Highways Code
9 Section 8334(a) because the Offers of Dedication for public right-of-way are the equivalent of
10 excess right-of-way that is not required for street or highway purposes as these areas will be
11 replaced with other offers of dedication for larger areas in accordance with the Mission Bay
12 South Redevelopment Plan street design requirements; (C) there are no functioning in-place
13 public or private utility facilities that would be affected by the vacation of the Public Utility
14 Easements within the Vacation Area, which allows the City to proceed with a summary
15 vacation under Streets and Highways Code Section 8334.5; (D) the areas within the Vacation
16 Area offered for street and roadway purposes and the Public Utility Easements are
17 unnecessary for the City's present or prospective public street, sidewalk, and service
18 easement purposes; (E) pursuant to the Streets and Highways Code Section 892(a), the
19 Vacation Area hereunder is no longer useful as a nonmotorized transportation facility, as
20 defined in Section 887 of said Code, because the design of the Project contains new facilities
21 for bicycle and pedestrian movement that are equal to or in excess of what may currently
22 exist; and (F) the public interest, convenience, and necessity do not require any easements or
23 other rights be reserved for any public or private utility facilities that are in place in the
24 Vacation Area and that any rights based upon any such public or private utility facilities shall
25 be extinguished automatically upon the effectiveness of the vacation. A copy of the PW Order

1 is on file with the Clerk of the Board of Supervisors in File No. 150997 and incorporated herein
2 by reference.

3 (5) In addition, in PW Order No. 184229, the PW Director recommends that the
4 Board retroactively extend the License Agreement for the temporary design of Terry A.
5 Francois Boulevard to allow continued public and vehicular access to and use of that street
6 segment until such time as the PW Director, in consultation with other affected City
7 departments, approves alternative traffic routing during construction and, subsequently, when
8 the permanent design for Terry A. Francois Boulevard in this location is publicly dedicated and
9 open for public use. In addition, the PW Director recommends that the Board delegate to the
10 Director of Property the authority to enter into a license with GSW for public access over that
11 portion of the licensed area acquired by GSW (the "GSW Access License"), in substantially
12 the form of the proposed license agreement on file with the Clerk of the Board of Supervisors
13 in File No. 150997 and incorporated herein by reference. The process to publicly dedicate
14 and open streets for public use, such as the subject segment of Terry A. Francois Boulevard,
15 is described in companion legislation concerning the delegation of public improvement
16 approvals that is on file with the Clerk of the Board of Supervisors in File No. 150996.

17
18 **(b) Ordering a Summary Vacation of the Public Utility Easements and Offers of**
19 **Dedication in the Vacation Area.**

20 (1) The Board of Supervisors finds that the street and easement vacation action
21 (the "Vacation Action ") and related approvals specified herein are consistent with the General
22 Plan and Planning Code Section 101.1 for the reasons set forth in the _____,
23 2015 determination of the Planning Department and adopts said findings as its own.

1 (2) The Board of Supervisors finds that the Vacation Action and related
2 approvals specified herein are consistent with the Mission Bay South Redevelopment Plan for
3 the reasons set forth in the OCII Letter and adopts said findings as its own.

4 (3) The Board of Supervisors adopts the findings of the PW Director in PW
5 Order No. 184229 as its own.

6 (4) The Board of Supervisors finds that the Vacation Area is unnecessary for
7 present or prospective public use, subject to the conditions described in this ordinance.

8 (5) The Board of Supervisors hereby summarily vacates the areas within the
9 Vacation Area offered for street and roadway purposes and the Public Utilities Easements, as
10 shown on SUR Map Nos. 2015-004 and 2015-005, pursuant to California Street and
11 Highways Code Sections 8300 et seq. and San Francisco Public Works Code Section 787(a)
12 and quitclaims its interest in the Vacation Area as described in draft quitclaim deeds and
13 related termination agreements in substantially the form on file with the Clerk of the Board of
14 Supervisors in File No. 150997.

15 (6) The public interest and convenience require that the Vacation Action and
16 related approvals be done as declared in this ordinance.

17 (7) The Vacation Actions shall be conditioned upon: (A) notification from the
18 San Francisco Public Utilities Commission to the PW Director that the Public Utility
19 Easements are surplus and no longer required because they are proposed to be abandoned
20 and/or replaced with equivalent or better public utility facilities as part of the Project and its
21 public improvement requirements under the Mission Bay South Infrastructure Plan and (B) the
22 City's receipt of replacement irrevocable offers of public improvements and recordation of
23 irrevocable offers for real property underlying such public improvements. Upon the
24 satisfaction of the conditions, the vacations shall be effective automatically and without the
25 requirement for further Board action whatsoever as to all of the Vacation Area. The

1 replacement irrevocable offers of public improvements and real property are described in
2 companion legislation concerning the delegation of public improvement approvals that is on
3 file with the Clerk of the Board of Supervisors in File No. 150997 and incorporated herein by
4 reference. Copies of the draft irrevocable offers are on file with the Clerk of the Board of
5 Supervisors are in File No. 150997.

6
7 **Section 3. License Agreement for the Temporary Design of Terry A. Francois**
8 **Boulevard.** The Board of Supervisors approves the retroactive extension the License
9 Agreement to allow continued public and vehicular access to and use of the temporary
10 segment of Terry A. Francois Boulevard until such time as the PW Director, in consultation
11 with other affected City departments, approves alternative traffic routing during construction
12 and, subsequently, when the permanent design for Terry A. Francois Boulevard in this
13 location is publicly dedicated and open for public use. The Board of Supervisors hereby
14 delegates to the Director of Property, in consultation with the PW Director and the City
15 Attorney, the authority to retroactively extend the term of the License Agreement in
16 accordance with the conditions set forth in this ordinance and to take all actions necessary to
17 implement the intent of this ordinance in regard to the extension of the License Agreement.
18 The Board of Supervisors hereby authorizes the Director of Property to execute the GSW
19 Access License in substantially the form presented to this Board and to enter into any
20 additions, amendments, or other modifications to the GSW Access License (including, without
21 limitation, the attached exhibits) that the Director of Property, in consultation with the PW
22 Director and the City Attorney, determines is in the best interest of the City, do not materially
23 increase the obligations or liabilities of the City, and are necessary or advisable to implement
24 the intent of this ordinance in regard to providing continued public access to the segment of
25 the temporary Terry A. Francois Boulevard located on property owned by GSW until such time

1 as the PW Director, in consultation with other affected City departments, approves alternative
2 traffic routing during construction or when the permanent design for Terry A. Francois
3 Boulevard in this location is publicly dedicated and open for public use.
4

5 Section 4. **Official Acts in Furtherance of the Ordinance.** The Board of Supervisors
6 directs the PW Director, the Director of Property, and the General Manager of the San
7 Francisco Public Utilities Commission, in consultation with the City Attorney, to take all actions
8 necessary to implement the intent of this ordinance, including finalizing and recording of
9 replacement irrevocable offers of public improvements and real property underlying such
10 improvements and the finalizing and recording of the termination agreements and quitclaim
11 deeds that release the City's interests in the Vacation Area.
12

13 Section 5. **Effective Date.** This ordinance shall become effective 30 days after
14 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the
15 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board
16 of Supervisors overrides the Mayor's veto of the ordinance.
17

18 APPROVED AS TO FORM:
19 DENNIS J. HERRERA, City Attorney

20 By: 
21 John D. Malamut
22 Deputy City Attorney

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24
25

REVISED LEGISLATIVE DIGEST

(10/20/2015, Substituted)

[Golden State Warriors Events Center at Mission Bay - Street and Easement Vacations]

Ordinance ordering the summary vacation of four easements for water line, sanitary sewer, and/or storm water purposes, and two offers of dedication within portions of Assessor's Block No. 8722, Lot Nos. 1 and 8, within the Mission Bay South Redevelopment Plan Area for the Golden State Warriors Event Center and Mixed-Use Development at Mission Bay South Blocks 29-32; authorizing a termination and quitclaim of the easements and other City and County of San Francisco rights and interest in the vacated areas; authorizing the General Manager of the Public Utilities Commission and the Director of Property to execute the quitclaim deeds for the vacated easements and vacation area; retroactively extending a license agreement for the public's use of the temporary Terry A. Francois Boulevard; adopting findings pursuant to the California Environmental Quality Act; and making findings of consistency with the Mission Bay South Redevelopment Plan, the General Plan, and the eight priority policies of Planning Code, Section 101.1, for the actions contemplated in this Ordinance.

Existing Law

California Streets and Highways Code sections 8300 et seq. and Public Works Code section 787(a) govern the process for the vacation of City streets and public service easements. A summary street vacation, which is an expedited procedure in contrast to a standard street vacation, is permitted when certain conditions are satisfied under State law. Offers of dedication set aside private real property interests, and sometimes proposed public infrastructure, for public purposes and can be terminated through the street vacation process

Amendments to Current Law

This legislation, in accordance with the terms of State law, would summarily vacate four (4) easements for water line, sanitary sewer, and/or storm water purposes and two (2) offers of dedication, subject to certain conditions, on portions of Assessor's Block 8722, Lots 1 and 8 within the Mission Bay South Redevelopment Plan Area in relation to the Golden State Warriors ("GSW") Event Center and mixed-use project. In connection with this, the Ordinance would authorize a termination and quitclaim of the easements and other City and County of San Francisco rights and interest in the vacated areas and allow the General Manager of the Public Utilities Commission and the Director of Property to execute the associated quitclaim deeds for the vacated easements. The legislation would retroactively extend a license agreement for the public's use of the temporary Terry A. Francois Boulevard and approve the creation of a new agreement with the GSW for this purpose. This Ordinance would make

FILE NO. 150997

environmental findings and findings that the legislation is consistent with the General Plan and the priority policy findings of the Planning Code Section 101.1 and the Mission Bay South Redevelopment Plan.

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GENERAL - DIRECTOR'S OFFICE
City Hall, Room 348

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

(415) 554-6920 ■ www.sfdpw.org



Edwin M. Lee, Mayor
Mohammed Nuru, Director

DPW Order No: 184229

Re: Recommendation to summarily vacate four (4) easements for water line, sanitary sewer, and/or storm water purposes and two (2) offers of dedication on portions of assessor's block 8722, lot 1 within the Mission Bay South Redevelopment Plan Area, pursuant to California Streets and Highways Code Sections 8300 *et seq.* and Section 787 of the San Francisco Public Works Code; retroactively extending a license agreement for the public's use of the temporary Terry A. Francois Boulevard.

WHEREAS, On October 6, 1969, portions of El Dorado Street and Alameda Street were vacated pursuant to Board of Supervisors' Ordinance No. 303-69 with certain reservations for a Sewer and Water Easement; and

WHEREAS, On May 7, 1970, the City and County of San Francisco ("City") quitclaimed all of its right, title and interest in the vacated portion former El Dorado Street to the Southern Pacific Company, excepting and reserving unto the City an Easement for Sewer and Water Line purposes, in Quitclaim Deed recorded as Document No. S54935, Book B422, Page 454 pursuant to that aforementioned Street Vacation Ordinance No. 303-69 ("1970 Sewer/Water Easement"); and

WHEREAS, On October 3, 1994, Catellus Development Corporation ("Catellus") granted the City a Water Main Easement recorded as Document No. 94-F694796 in Reel G229, Image 461, Official Records ("1994 Water Line Easement");

WHEREAS, On November 2, 1998, the Board of Supervisors adopted the Mission Bay South Redevelopment Plan by its Ordinance No. 335-98; and

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

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



WHEREAS, On November 5, 1998, the Board of Supervisors, by Ordinance No. 328-98 approved a Street Vacation including portions of Illinois Street and El Dorado Street. Said Ordinance was recorded on July 19, 1999 as Document No. 99-G622153, Official Records; and

WHEREAS, On July 19, 1999, the City and Catellus entered into a Water Line Easement Agreement recorded as Document No. 99-G622172 and a Storm/Sewer Easement Agreement record as Document No. 99-G622173. These easement together with the 1970 Sewer/Water Easement and 1994 Water Line Easement, collectively, known hereinafter as (“Public Utility Easements”); and

WHEREAS, On July 19, 1999 the map entitled “Map of Mission Bay” was filed for record in Book Z of Maps, At Pages 97 through 119, Official Records of the City and County of San Francisco; and

WHEREAS, On December 7, 2000, Catellus irrevocably offered to dedicate to the City and County of San Francisco for street and roadway purposes the real property being a portion of Assessor’s Block 8722, Lot 1 lying along the northeasterly portion of said block/lot, per the Offer of Dedication recorded as Document No. 2000-G873071, Reel I779, Image 0400 (“2000 Offer”). This 2000 Offer was for the construction of temporary improvements for an interim connector road between existing Terry A. Francois Boulevard to the Southeast of the property and the new Terry A. Francois Boulevard to the North of the property; and

WHEREAS, On August 30, 2002, Catellus and the City entered into a License Agreement entitled “Maintenance and Temporary Use Agreement- Terry Francois Connector Road” for pedestrian and vehicular access, ingress and egress, and for utility purposes (“TFB License”); and

WHEREAS, On February 17, 2004, Focil, the successor in interest to Catellus, irrevocably offered to dedicate to the City and County of San Francisco for street and roadway purposes the real property being a portion of Assessor’s Block 8722, Lot 1 along Third Street, per the Offer of Dedication recorded as Document No. 2004-H658613, Reel I575, Image 0166 (“2004 Offer”), together with the 2000 Offer collectively known hereinafter as the “Offers of Dedication”. This 2004 Offer was to allow the City to step in to the shoes of the Developer in case of a default by the developer during the construction of certain improvements, which have been completed and accepted; and

WHEREAS, The areas subject to this vacation action (the “Vacation Area”) are shown on the SUR Map Nos. 2015-004 and 2015-005; and,

WHEREAS, GSW Arena LLC (“GSW” or “Project Sponsor”), an affiliate of the Golden State Warriors, LLC, which owns and operates the Golden State Warriors National Basketball Association team, proposes to construct the Golden State Warriors Events Center and a variety of mixed uses, including office, retail, open space, and structured parking on an approximately 11-acre site on Blocks 29-32 (Assessor’s Block 8722, Lots 1 and 8) in the Mission Bay South Redevelopment Plan Area (“the Project”). The Project site is bounded by South Street on the north, 3rd Street on the west, 16th Street on the south, and by the future planned realigned Terry A. Francois Boulevard on the east. The Public Utility Easements and Offers are on filed on the title of the Project site; and



WHEREAS, On or about March 9, 2015, the Department of Public Works received an application to vacate the Public Utility Easements and the Offers of Dedication within Assessor's Block 8722, Lot 1 in the Mission Bay South Redevelopment Plan area from GSW; and

WHEREAS, The GSW is developer and, as of October 2015, fee title owner of the underlying property of the Vacation Area and the fee title owner consents to the proposed vacation; and

WHEREAS, The Department sent notice of the proposed easement and street vacation, draft drawing and a DPW referral letter to the San Francisco Public Utilities Commission ("SFPUC") and the SFPUC Commission has scheduled a public hearing for November 10, 2015, to consider the vacation of the Public Utility Easements; and

WHEREAS, The Director of Public Works ("PW") for the City and County of San Francisco has determined the following:

1. The vacation is being carried out pursuant to the California Streets and Highways Code sections 8300 et seq., and in particular, Sections 8330 et seq. concerning summary street vacations and San Francisco Public Works Code Section 787.
2. The Offers of Dedication Vacation Area are the equivalent of excess rights-of-way that can be summarily vacated under California Streets and Highways Code 8334(a). In addition, there are no functioning in-place public or private utility facilities that would be affected by the vacation of the Vacation Area, which allows the City to proceed with a summary street vacation under Streets and Highways Code Section 8334.5.
3. The Public Utility Easements have not been used for the purpose for which they were dedicated or acquired for five consecutive years immediately preceding the proposed vacation that can be summarily vacated under California Streets and Highways Code 8333(a). In addition, with the relocation of the abandoned sanitary sewer line and water line under the jurisdiction of the San Francisco Public Utility Commission into the surrounding streets as part of the development project design, there are no functioning in-place public or private utility facilities that would be affected by the vacation of the Vacation Area, which allows the City to proceed with a summary street vacation under Streets and Highways Code Section 8334.5
3. The Vacation Area is unnecessary for the City's present or prospective public street, sidewalk, and service easement purposes.
4. The public interest, convenience, and necessity do not require any easements or other rights be reserved for any public or private utility facilities that are in place in the Vacation Area and that any rights based upon any such public or private utility facilities should be extinguished automatically upon the effectiveness of the vacation and recordation of quitclaims deeds.
5. The Vacation Areas to be vacated are shown on the SUR Map Nos. 2015-004 and 2015-005.
6. Pursuant to the Streets and Highways Code Section 892, the Department finds that the Vacation Area is no longer useful as a non-motorized transportation facility, as defined in Section 887, because the design of the development project contains new facilities for bicycle and pedestrian movement that are equal to or in excess of what may currently exist.



7. The permanent improvements for Terry A. Francois Boulevard have not been constructed, but access to existing building necessitates that the TFB License be retroactively extended until such time PW Director, in consultation with other affected City departments, approves alternative traffic routing during construction or when the permanent design for Terry A. Francois Boulevard in this location is publicly dedicated and open for public use.

8. The vacations should be conditioned upon the following:

(a) notification from the San Francisco Public Utilities Commission to the PW Director that the Public Utility Easements are surplus and no longer required because they are proposed to be abandoned and/or replaced with equivalent or better public utility facilities as part of the Project and its public improvement requirements under the Mission Bay South Infrastructure Plan and (b) the City's receipt of replacement irrevocable offers of public improvements and recordation of irrevocable offers for real property underlying such public improvements.

NOW THEREFORE BE IT ORDERED THAT,

The Director approves all of the following documents either attached hereto or referenced herein:

1. Ordinance to summarily vacate the Vacation Area, the Offers of Dedication, the Sewer and Water Easement within portions of Assessor's Block 8722, Lot 1 pursuant to California Streets and Highways Code Sections 8300 *et seq.* and Section 787 of the San Francisco Public Works Code;
2. Vacation Area SUR Map Nos. 2015-004 and 2015-005

The Director further recommends the Board of Supervisors approve the legislation to vacate said Vacation Area and quitclaim its interest in the Vacation Area as described in draft quitclaim deeds and related termination agreements in substantially the form on file with the Clerk of the Board of Supervisors.

The Director further recommends the Board of Supervisors approve the extension of the TFB License, retroactive to its termination and to take other related actions, until the PW Director, in consultation with other affected City departments, approves alternative traffic routing during construction or when the permanent design for Terry A. Francois Boulevard in this location is publicly dedicated and open for public use.

The Director further recommends that the Board of Supervisors direct the PW Director, the Director of Property, and the General Manager of the San Francisco Public Utilities Commission, in consultation with the City Attorney, to take all actions necessary to implement the intent of the vacation ordinance, including finalizing and recording of replacement irrevocable offers of public improvements and real property underlying such improvements and the finalizing and recording of the termination agreements and quitclaim deeds that release the City's interests in the vacation area.

Attachments:

1. SUR Map No. 2015-004
2. SUR Map No. 2015-005



11/5/2015

11/5/2015

X Bruce R. Storrs

Storrs, Bruce
Approver 1
Signed by: Storrs, Bruce

11/6/2015

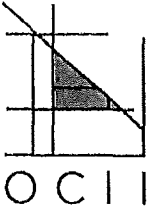
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Sweiss, Fuad
Approver 2
Signed by: Sweiss, Fuad

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Nuru, Mohammed
Approver 3
Signed by: Nuru, Mohammed





office of
COMMUNITY INVESTMENT
and INFRASTRUCTURE

November 4, 2015

126-0642015-001

Ms. Barbara L. Moy
Infrastructure Task Force Manager
Department of Public Works
30 Van Ness Avenue, Suite 4200
San Francisco, CA 94102

RE: Mission Bay Blocks 29-32 Consistency Determination

Dear Ms. Moy,

The Office of Community Infrastructure and Investment ("OCII") has received your request regarding the Mission Bay Blocks 29-32 Tentative Final Map and Street and Easement Vacation and their consistency with the Mission Bay South Redevelopment Plan ("Plan"), Mission Bay South Owner Participation Agreement ("OPA"), and the approved Blocks 29-32 Major Phase Application (Resolution No. 72-2015).

OCII has reviewed the documents and related materials concerning the conditional approval of the Blocks 29-32 Tentative Final Map, Vacations and other related actions (together with the design elements and improvements incorporated therein and authorized thereby) and finds they are consistent with the Mission Bay South Redevelopment Plan and the Plan Documents (as defined in the Redevelopment Plan), including the Mission Bay South Infrastructure Plan, the Scope of Development and the Design for Development, pursuant to Section 1434 of the Mission Bay Subdivision Code, and finds that the Tentative Final Map, Vacations and other related actions are in substantial conformance with the approved Blocks 29-32 Major Phase, and recommends that the Board of Supervisors approve the all actions contemplated herein.


Edwin M. Lee
MAYOR

Tiffany Bohee
EXECUTIVE DIRECTOR

Mara Rosales
CHAIR

Miguel Bustos
Marily Mondejar
Leah Pimentel
Darshan Singh
COMMISSIONERS

Sincerely,



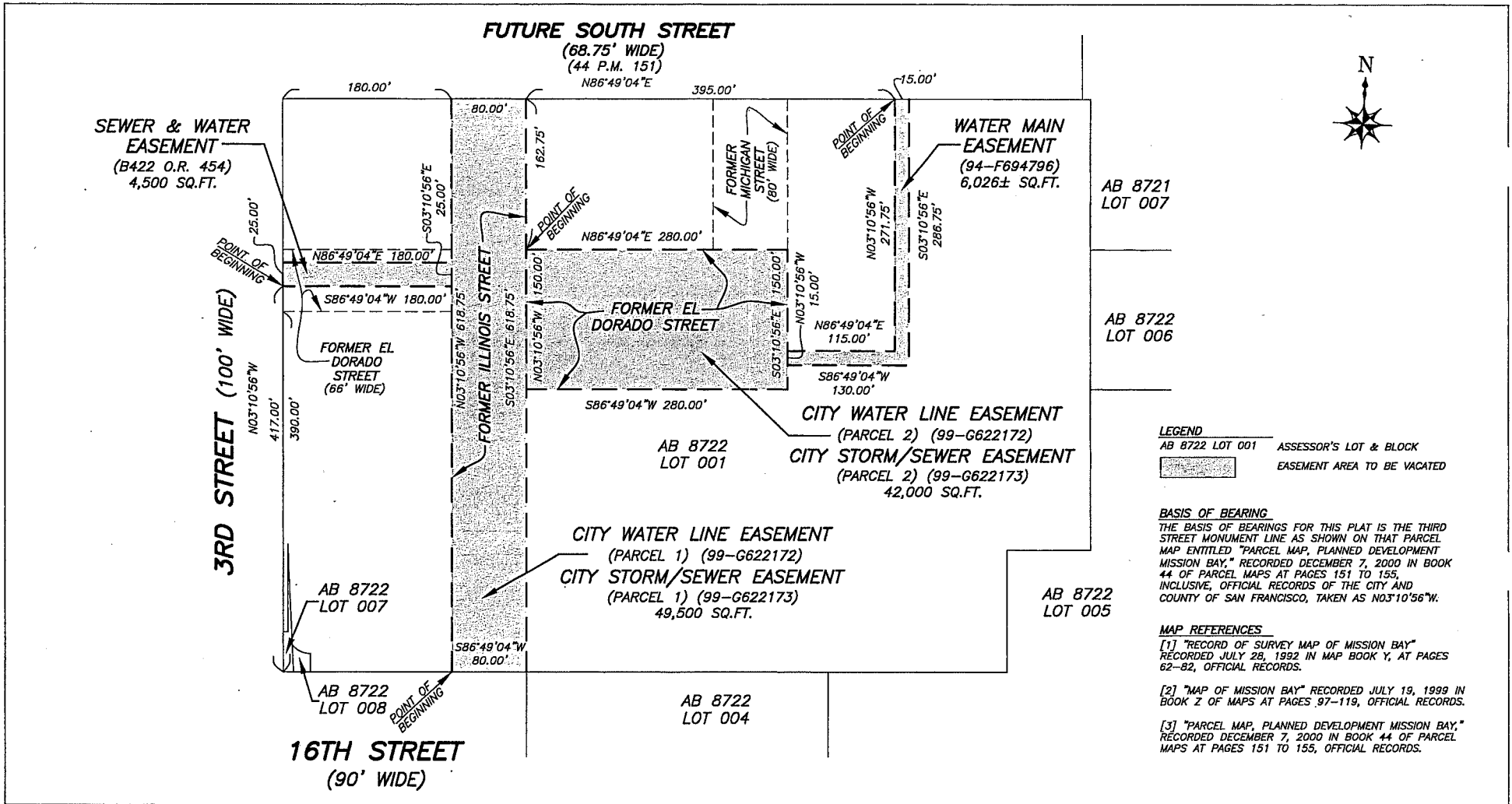
Tiffany Bohee
Executive Director

CC: Sally Oerth, OCII
Hilde Myall, OCII

📍 One S. Van Ness Ave.,
5th Floor,
San Francisco, CA
94103

📞 415 749 2400

🌐 www.sfocii.org

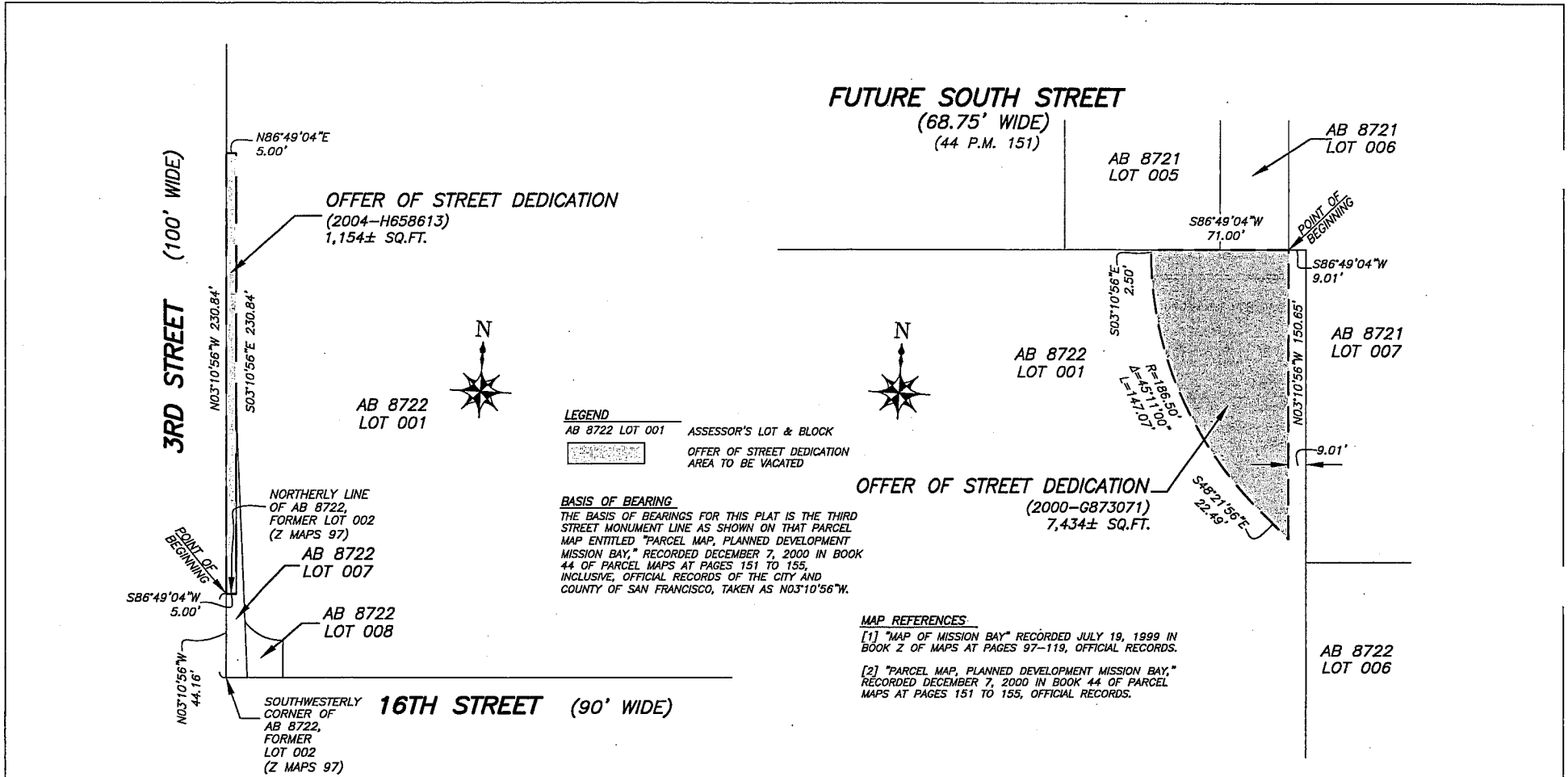


LEGEND
 AB 8722 LOT 001 ASSESSOR'S LOT & BLOCK
 [Hatched Box] EASEMENT AREA TO BE VACATED

BASIS OF BEARING
 THE BASIS OF BEARINGS FOR THIS PLAT IS THE THIRD STREET MONUMENT LINE AS SHOWN ON THAT PARCEL MAP ENTITLED "PARCEL MAP, PLANNED DEVELOPMENT MISSION BAY," RECORDED DECEMBER 7, 2000 IN BOOK 44 OF PARCEL MAPS AT PAGES 151 TO 155, INCLUSIVE, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, TAKEN AS N03°10'56"W.

MAP REFERENCES
 [1] "RECORD OF SURVEY MAP OF MISSION BAY" RECORDED JULY 28, 1992 IN MAP BOOK Y, AT PAGES 62-62, OFFICIAL RECORDS.
 [2] "MAP OF MISSION BAY" RECORDED JULY 19, 1999 IN BOOK Z OF MAPS AT PAGES 97-119, OFFICIAL RECORDS.
 [3] "PARCEL MAP, PLANNED DEVELOPMENT MISSION BAY," RECORDED DECEMBER 7, 2000 IN BOOK 44 OF PARCEL MAPS AT PAGES 151 TO 155, OFFICIAL RECORDS.

REFERENCES:	APPROVED: BRUCE R. STORRS CITY & COUNTY SURVEYOR	BY	DATE	CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS VACATION OF UTILITY EASEMENTS WITHIN ASSESSOR'S BLOCK 8722			
		DRW					
		DATE		FILE:	SHEET 1 OF 1	SCALE: 1:100	CHANGE
		APP		SUR: 2015-004			



REFERENCES:

APPROVED:

BRUCE R. STORRS
CITY & COUNTY SURVEYOR

DATE

BY

DATE

DRW

CK

APP

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS

VACATION OF OFFER OF STREET DEDICATIONS
WITHIN ASSESSOR'S BLOCK 8722

FILE:

SUR: 2015-005

SHEET 1 OF 1

SCALE: 1:50

CHANGE

FMV
4/21/70

QUITCLAIM DEED

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the first party, pursuant to Ordinance No. 303-69, adopted by the Board of Supervisors on October 6, 1969, and approved by the Mayor on October 17, 1969, hereby quitclaims to SOUTHERN PACIFIC/COMPANY, A Delaware Corporation, the second party, all its rights, title and interest in and to the following described parcels of land situate in the City and County of San Francisco, State of California:

PARCEL A:

BEGINNING at the point of intersection of the easterly line of Third Street with the former southerly line of Alameda Street as said street existed prior to the vacation of a portion thereof by Ordinance No. 303-69, adopted October 6, 1969 by the Board of Supervisors of the City and County of San Francisco, State of California; running thence northerly along said easterly line of Third Street 66 feet to the former northerly line of Alameda Street; thence at a right angle easterly along said former northerly line 100 feet; thence at a right angle southerly 66 feet to the former southerly line of Alameda Street; thence at a right angle westerly along said former southerly line 100 feet to the point of beginning.

Being a portion of former Alameda Street as vacated by the aforementioned Ordinance.

Containing 6600 square feet, more or less.

Excepting and Reserving unto the City an easement for sewer purposes 20 feet in width the center line of which being also the former center line of said portion of former Alameda Street.

PARCEL B:

BEGINNING at the point of intersection of the easterly line of Third Street with the former southerly line of El Dorado Street as said street existed prior to the vacation of a portion thereof by Ordinance No. 303-69, adopted October 6, 1969 by the Board of Supervisors of the City and County of San Francisco, State of California; running thence northerly along said easterly line of Third Street 66 feet to the former northerly line of El Dorado Street; thence at a right angle easterly along said former northerly line 180 feet to the westerly line of Illinois Street; thence at a right angle southerly along said westerly line 66 feet to the former southerly line of El Dorado Street; thence at a right angle westerly along said southerly line 180 feet to the point of beginning.

MAIL TAX
STATEMENTS TO:

Southern Pacific Land Co.
1 Market St.
San Francisco, Calif.

DOCUMENTARY TRANSFER TAX \$ None
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
 COMPUTED ON FULL VALUE (LESS LIENS & ENCUMBRANCES)
REMAINING THEREON AT TIME OF SALE
San Francisco Title Insurance & Trust
Signature of collector or agent determining tax - firm name

Being a portion of former El Dorado Street as vacated by the
aforementioned Ordinance.

Containing 11,880 square feet, more or less.

Excepting and Reserving unto the City an easement for sewer
and water line purposes 25 feet in width the center line of
which being 6.50 feet northerly of the former center line
of El Dorado Street.

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

19th day of February 1970.

APPROVED:

Wallace Wortman
Wallace Wortman
Director of Property

CITY AND COUNTY OF SAN FRANCISCO,
Municipal Corporation

By: Joseph L. Alioto
Mayor

FORM APPROVED:
THOMAS M. O'CONNOR, City Attorney

By: Thomas M. O'Connor
Deputy City Attorney

By: [Signature]
Clerk of the
Board of Supervisors

RECORDED
Checked G.O.W. 2-2-70

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

On the 19th day of February 1970.

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

personally appeared *Joseph J. Alista* Mayor of the City and County of San Francisco, a municipal corporation, and

Robert J. Dolan Clerk of the Board of Supervisors of the City and County of San Francisco, known to me to be the Mayor and the Clerk of the Board of

Supervisors of the municipal corporation described in and who executed the within instrument and also known to me to be the persons who executed it on behalf of the municipal corporation therein named, and they and each of them acknowledged to me that such municipal corporation executed the same.

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

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



E. J. ...
R.H.K.

APPROVED AS TO CORPORATE OWNER

A. J. ...
FOR VALUATION ENGINEER

DESCRIPTION CORRECT

...
FOR CHIEF ENGINEER

FILE NO. 222-223 ORD NO. 1369
VACATION OF PORTIONS OF ALAMEDA STREET AND EL DORADO STREET BETWEEN THIRD AND ILLINOIS STREETS, SAN FRANCISCO, CALIFORNIA.

Be It Ordained by The People of the City and County of San Francisco:

Section 1. On September 2, 1968, the Board of Supervisors adopted Resolution No. 215-68, approved by the Mayor on September 11, 1968, being a Resolution of intention to vacate those portions of Alameda Street and El Dorado Street between Third Street and Illinois Street as shown on Diagram SUR-2567, Chapter 1, a copy of which is on file in the office of the Clerk of the Board of Supervisors.

Section 2. The Clerk of the Board of Supervisors did transmit to the Department of Public Works of the City and County of San Francisco a certified copy of said Resolution, and said Department did, upon receipt of said certified Resolution cause to be posted in the manner and as required by law, notice of the passage of said resolution.

Section 3. When said matter was considered at scheduled by the Board of Supervisors at its regular meeting held in the City Hall, San Francisco, on September 29, 1968, beginning at 2:00 P.M., no persons protested or objected to the proposed vacation.

Section 4. Said portions of Alameda Street and El Dorado Street are unnecessary for present or prospective public street purposes.

Section 5. The Board of Supervisors has acquired jurisdiction to order said vacation and as reported by the Department of City Planning under date of November 10, 1967, this vacation is in conformity with the Master Plan.

Section 6. The City will reserve sewer easements 20 feet in width and centered over the center lines of Alameda and El Dorado Streets. The petitioner shall be required to make the necessary arrangements with the Water Department and the utility companies for the relocation of one City Fire Hydrant and utility facilities.

Section 7. The said portions of Alameda Street and El Dorado Street be and hereby are vacated, and the Mayor and the Clerk of the Board of Supervisors are authorized and directed to execute a quitclaim deed to the abutting owner, Southern Pacific Company, for the vacated portions of Alameda Street and El Dorado Street reserving unto the City the sewer easements hereinbefore described.

Section 8. The Director of Property shall deliver said quitclaim deed to said abutting owner upon payment to the City and County of San Francisco of the sum of \$23,345.00 for the City's interest therein.

Section 9. The Clerk of the Board of Supervisors is hereby directed to transmit to the Recorder and the Department of Public Works a certified copy of this Ordinance, and the said Recorder and Department of Public Works are hereby directed to proceed thereon as required by law.

I hereby certify that the foregoing ordinance was passed for second reading by the Board of Supervisors of the City and County of San Francisco at its meeting of Sept. 29, 1968.

ROBERT J. DOLAN, Clerk
Oct. 3, 1968-21.

NOTICE OF FINAL PASSAGE
FILE NO. 222-223 ORD. NO. 251-68
VACATION OF PORTIONS OF ALAMEDA STREET AND EL DORADO STREET BETWEEN THIRD AND ILLINOIS STREETS, SAN FRANCISCO, CALIFORNIA.

I hereby certify that the foregoing ordinance was read for the second time and finally passed by the Board of Supervisors of the City and County of San Francisco at its meeting of Oct. 3, 1968.

ROBERT J. DOLAN, Clerk
Approved: Oct. 17, 1968
JOSEPH L. ALJOTO, Mayor
Oct. 22, 1968-21.

BOOK B422 PAGE 454

S54935

RECORDED AT REQUEST OF
LITTLE INSURANCE & TRUST CO.

RE 50 Min Post 1/18
MAY - 7 1970

City & County of San Francisco, Calif.
MARTIN MONGAN
RECORDER

480

Dec

FMY
4/21/70

QUITCLAIM DEED

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the first party, pursuant to Ordinance No. 303-69, adopted by the Board of Supervisors on October 6, 1969, and approved by the Mayor on October 17, 1969, hereby quitclaims to ^{TRANSPORTATION} SOUTHERN PACIFIC/COMPANY, A Delaware Corporation, the second party, all its rights, title and interest in and to the following described parcels of land situate in the City and County of San Francisco, State of California:

PARCEL A:

BEGINNING at the point of intersection of the easterly line of Third Street with the former southerly line of Alameda Street as said street existed prior to the vacation of a portion thereof by Ordinance No. 303-69, adopted October 6, 1969 by the Board of Supervisors of the City and County of San Francisco, State of California; running thence northerly along said easterly line of Third Street 66 feet to the former northerly line of Alameda Street; thence at a right angle easterly along said former northerly line 100 feet; thence at a right angle southerly 66 feet to the former southerly line of Alameda Street; thence at a right angle westerly along said former southerly line 100 feet to the point of beginning.

Being a portion of former Alameda Street as vacated by the aforementioned Ordinance.

Containing 6600 square feet, more or less.

Excepting and Reserving unto the City an easement for sewer purposes 20 feet in width the center line of which being also the former center line of said portion of former Alameda Street.

PARCEL B:

BEGINNING at the point of intersection of the easterly line of Third Street with the former southerly line of El Dorado Street as said street existed prior to the vacation of a portion thereof by Ordinance No. 303-69, adopted October 6, 1969 by the Board of Supervisors of the City and County of San Francisco, State of California; running thence northerly along said easterly line of Third Street 66 feet to the former northerly line of El Dorado Street; thence at a right angle easterly along said former northerly line 180 feet to the westerly line of Illinois Street; thence at a right angle southerly along said westerly line 66 feet to the former southerly line of El Dorado Street; thence at a right angle westerly along said southerly line 180 feet to the point of beginning.

MAIL TAX
STATEMENTS TO:

Southern Pacific Land Co.
1 Market St.
San Francisco, Calif.

DOCUMENTARY TRANSFER TAX \$ None
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
 COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
 REMAINING THEREON AT TIME OF SALE
San Joaquin Title Insurance Trust
 Signature of declarant or agent determining tax - firm name

Being a portion of former El Dorado Street as vacated by the
aforementioned Ordinance.

Containing 11,880 square feet, more or less.

Excepting and Reserving unto the City an easement for sewer
and water line purposes 25 feet in width the center line of
which being 6.50 feet northerly of the former center line
of El Dorado Street.

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

19th day of February 1970.

APPROVED:

Wallace Wortman
Wallace Wortman
Director of Property

CITY AND COUNTY OF SAN FRANCISCO,
Municipal Corporation

By: Joseph L. Alioto
Mayor

FORM APPROVED:
THOMAS M. O'CONNOR, City Attorney

By: Thomas M. O'Connor
Deputy City Attorney

By: Robert J. Delaney
Clerk of the
Board of Supervisors

RECORDED
Checked G.O.W. 2-2-70

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

On the 19th day of February 1970,

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

personally appeared Joseph J. Alista Mayor of the City and County of San Francisco, a municipal corporation, and

Robert J. Dolan Clerk of the Board of Supervisors of the City and County of San Francisco, known to me to be the Mayor and the Clerk of the Board of

Supervisors of the municipal corporation described in and who executed the within instrument and also known to me to be the persons who executed it on behalf of the municipal corporation therein named, and they and each of them acknowledged to me that such municipal corporation executed the same.

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

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



Ephraim
APPROVED AS TO CORPORATE OWNER
R.H.K.

APPROVED AS TO CORPORATE OWNER
A. J. [Signature]
FOR VALUATION ENGINEER

DESCRIPTION CORRECT
[Signature]
FOR CHIEF ENGINEER

FILE NO. 88-23 DDD NO. 361-68
 VACATION OF PORTIONS OF ALAMEDA STREET AND EL DORADO STREET BETWEEN THIRD AND ILLINOIS STREETS, SAN FRANCISCO, CALIFORNIA.

Be It Ordained by The People of the City and County of San Francisco:

Section 1. On September 2, 1968, the Board of Supervisors adopted Resolution No. 815-68, approved by the Mayor on September 11, 1968, being a Resolution of intention to vacate those portions of Alameda Street and El Dorado Street between Third Street and Illinois Street as shown on Diagram SUT-2367, Chapter 1, a copy of which is on file in the office of the Clerk of the Board of Supervisors.

Section 2. The Clerk of the Board of Supervisors did transmit to the Department of Public Works of the City and County of San Francisco a certified copy of said Resolution, and said Department did upon receipt of said certified Resolution cause to be posted in the manner and as required by law, notice of the passage of said resolution.

Section 3. When said matter was considered as scheduled by the Board of Supervisors at its regular meeting held in the City Hall, San Francisco, on September 25, 1968, beginning at 2:00 P.M., no persons protested or objected to the proposed vacation.

Section 4. Said portions of Alameda Street and El Dorado Street are unnecessary for present or prospective public street purposes.

Section 5. The Board of Supervisors has acquired jurisdiction to order said vacation and as reported by the Department of City Planning under date of November 10, 1967, this vacation is in conformity with the Master Plan.

Section 6. The City will reserve sewer easements 20 feet in width and centered over the center line of Alameda and El Dorado Streets. The petitioner shall be required to make the necessary arrangements with the Water Department and the Utility Companies for the relocation of one City Fire Hydrant and utility facilities.

Section 7. The said portions of Alameda Street and El Dorado Street be and hereby are vacated, and the Mayor and the Clerk of the Board of Supervisors are authorized and directed to execute a quitclaim deed to the abutting owner, Southern Pacific Company, for the vacated portions of Alameda Street and El Dorado Street reserving unto the City the sewer easements hereinbefore described.

Section 8. The Director of Property shall deliver said quitclaim deed to said abutting owner upon payment to the City and County of San Francisco of the sum of \$23,345.00 for the City's interest therein.

Section 9. The Clerk of the Board of Supervisors is hereby directed to transmit to the Recorder and the Department of Public Works a certified copy of this Ordinance, and the said Recorder and Department of Public Works are hereby directed to proceed thereon as required by law.

I hereby certify that the foregoing ordinance was passed for the second reading by the Board of Supervisors of the City and County of San Francisco at its meeting of Sept. 25, 1968.

ROBERT J. DOLAN, Clerk
 Oct. 3, 1968-31.

NOTICE OF FINAL PASSAGE
 FILE NO. 88-23 DDD NO. 361-68
 VACATION OF PORTIONS OF ALAMEDA STREET AND EL DORADO STREET BETWEEN THIRD AND ILLINOIS STREETS, SAN FRANCISCO, CALIFORNIA.

I hereby certify that the foregoing ordinance was read for the second time and finally passed by the Board of Supervisors of the City and County of San Francisco at its meeting of Oct. 3, 1968.

ROBERT J. DOLAN, Clerk
 Approved: Oct. 17, 1968
 JOSEPH L. ALIOTO, Mayor
 Oct. 22, 1968-31.

S54935

RECORDED AT REQUEST OF
 TITLE INSURANCE & TRUST CO.

AT 50 Main Post 11A
 MAY - 7 1970

City & County of San Francisco, Calif.
 MARTIN MORGAN
 RECORDER 480

Dees

San Francisco, Co Recorder's Office
Bruce Jamison, County Recorder

DOC - 94-F694796-00
Acct 35-S.F. Real Estate
Monday, OCT 03, 1994 14:20:23
FRE \$0.0011
TII Pd \$0.00
REEL 6229 IMAGE 0461
Nbr-000024634
uar

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Documentary Transfer Tax is \$0. This instrument is exempt from
Documentary Transfer Tax.

(Space above reserved for Recorder's use)

GRANT OF WATER MAIN EASEMENT

CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation
("Grantor") is the owner in fee of certain real property
described in Exhibit A attached hereto ("Grantor's Land").

For good and valuable consideration, receipt of which is
hereby acknowledged, Grantor does hereby grant to the CITY AND
COUNTY OF SAN FRANCISCO, a municipal corporation, and its
successors and assigns ("City"), forever, a continuous and
perpetual exclusive easement (the "Easement") for a water main
pipeline and related purposes, in, under and along the real
property situated in the City and County of San Francisco, State
of California more particularly described in Exhibit B attached
hereto (the "Easement Area").

The grant of the Easement is made subject to the following
terms and conditions:

1. Easement Purpose. The purpose of the Easement
hereby granted shall be for City to use, construct, reconstruct,
maintain, operate, replace, remove, repair, renew and enlarge
(provided, however, that such enlargement rights shall be limited
to an area ten (10) feet in width, which area shall be five (5)
feet on either side of the center line described in Exhibit B)
lines of pipe, hydrants, manholes, above ground markers, and
other convenient structures, equipment and fixtures (the
"Facilities") for the operation of a public water main pipeline,
including access, the right to trim and cut trees and brush that
may be a hazard to the Facilities and to prevent any building or
structure to be placed on the Easement Area. Notwithstanding the
foregoing,

2. Relocation of Easement Area. Grantor shall have
the right, at its sole expense, to relocate the Easement Area and
reconstruct the Facilities to a functionally equivalent alternate

location approved by City (the "Relocated Easement Area") if such relocation is made necessary by development of the Project, as such term is defined in that certain Development Agreement by and between the City and County of San Francisco and Catellus Development Corporation Relative to the Development of Property in the Mission Bay Planning Area, which agreement was recorded on April 1, 1991 as Document No. E8837983 at Reel F334, Image 0695, Official Records of the City and County of San Francisco, State of California ("Development Agreement"). Grantor shall construct the relocated Facilities in a good and professional manner, as required by and in accordance with the Development Agreement.

3. Reservation of Use of Surface of Easement Area for Parking and Other Uses. Grantor reserves the right to make non-exclusive use of the surface of the Easement Area for surface vehicle parking and other uses so long as such uses do not adversely affect the water main pipeline or otherwise interfere with City's use of or access to the Easement or the Easement Area. Grantor shall not construct or permit any structures to be placed on the Easement Area and shall not permit any trees or other vegetation to be planted on or about the Easement Area without City's written consent, which consent may be withheld if City reasonably believes that the roots of such trees or vegetation may interfere with the water main pipeline.

4. Maintenance of the Easement. Except for the construction of the relocated Facilities as provided above, Grantor shall have no duty to maintain or improve the Facilities in the Easement Area. City shall have the right to use, construct, reconstruct, maintain, operate, replace, remove, repair, renew and enlarge the Facilities at its expense upon prior notice to Grantor except in the event of an emergency as determined by City.

5. Ownership of Easement Area. City and Grantor acknowledge and agree that portions of the Easement Area are currently owned in fee by City and not Grantor. The Easement granted herein shall only affect the portions of the Easement Area owned by Grantor. City and Grantor anticipate, however, that some or all of such portions of the Easement Area may be conveyed in the future to Grantor, and agree that City shall reserve easement rights in any such conveyance to Grantor equivalent to City's rights set forth in this Easement.

6. Successors and Assigns. All provisions of this instrument shall be binding upon Grantor, its successors and assigns, and inure to the benefit of City, its successors and assigns.

7. Abandonment of Easement. City may, at its sole option, abandon the Easement by recording a quitclaim deed.

Except as otherwise provided here in, upon recording such release or quitclaim, this Easement, the terms of this instrument and all rights, duties and liabilities hereunder shall be terminated and of no further force or effect. No temporary non-use of the Easement or other conduct except for recordation of the quitclaim deed as provided above shall be deemed abandonment of the Easement.

8. Authority. Each of the persons executing this instrument on behalf of Grantor does hereby covenant and warrant that Grantor is a duly authorized and existing entity, that Grantor has and is qualified to do business in the State of California, that Grantor has full right and authority to grant and convey the Easement to City hereunder, and that each and all of the persons signing on behalf of Grantor are authorized to do so.

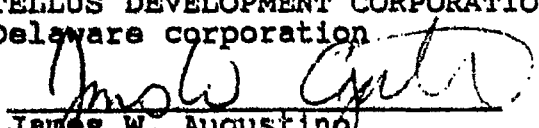
9. Interpretation. The captions preceding the sections of this instrument have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision hereof.

10. Entire Agreement. This instrument (including the exhibits attached hereto and made a part hereof) contains the entire agreement between the parties relating to the Easement. This instrument may be amended or modified only by and upon due recordation of a writing which references this instrument which is executed by the owner of Grantor's Land and City.

Grantor has duly executed this as of this 9/23/94 day of 27, 1994.

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By

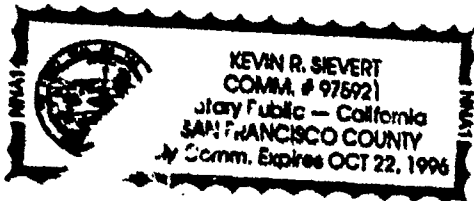

James W. Augustino
Vice President

STATE OF CALIFORNIA)
)
) SS.
COUNTY OF SAN FRANCISCO,

On Apr. 28, 1994, 1994, before me, KEVIN R. SIEVERT,
personally appeared JAMES W. AUGUSTINE and _____
personally known to me or proved to me on the basis of
satisfactory evidence to be the persons whose names ~~are~~ is
subscribed to the within instrument and acknowledged to me that
~~they~~ executed the same in ~~their~~ his authorized capacities and that
by ~~their~~ his signatures on the instrument the persons acted, executed
the instrument.

WITNESS my hand and official seal.

Signature *Kevin R. Sievert*



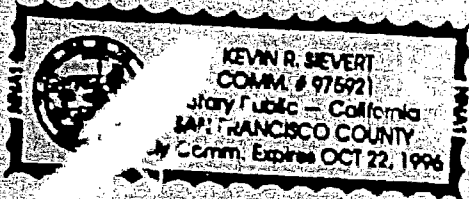
F694796

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO; SS.

On Sept. 28, 1994, 1994, before me, KEVIN R. SEVERT,
personally appeared JAMES W. AUGUSTINE and _____
personally known to me or proved to me on the basis of
satisfactory evidence to be the persons whose names ~~are~~ is
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 acted, executed
the instrument.

WITNESS my hand and official seal.

Signature *Kevin R. Severt*



F694796

EXHIBIT A

REAL PROPERTY DESCRIPTION

All that certain real property located in the City and County of San Francisco, State of California, described as follows:

Parcel 1 (913917-2)

COMMENCING AT A POINT FORMED BY THE INTERSECTION OF THE NORTHERLY LINE OF EL DORADO STREET WITH THE EASTERLY LINE OF MICHIGAN STREET; AND RUNNING THENCE NORTHERLY ALONG SAID EASTERLY LINE OF MICHIGAN STREET, FOUR HUNDRED (400) FEET TO THE SOUTHERLY LINE OF ALAMEDA STREET; THENCE AT A RIGHT ANGLE EASTERLY ALONG SAID SOUTHERLY LINE OF ALAMEDA STREET, TWO HUNDRED (200) FEET TO THE WESTERLY LINE OF GEORGIA STREET; THENCE AT A RIGHT ANGLE SOUTHERLY ALONG SAID WESTERLY LINE OF GEORGIA STREET, FOUR HUNDRED (400) FEET TO THE NORTHERLY LINE OF EL DORADO STREET; AND THENCE AT A RIGHT ANGLE WESTERLY ALONG SAID NORTHERLY LINE OF EL DORADO STREET, TWO HUNDRED (200) FEET TO THE SAID EASTERLY LINE OF MICHIGAN STREET AND THE POINT OF COMMENCEMENT.

BEING LOTS NUMBERED ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11), TWELVE (12), THIRTEEN (13), FOURTEEN (14), FIFTEEN (15), SIXTEEN (16), IN TIDE LAND SURVEY BLOCK NUMBERED FOUR HUNDRED AND FIFTY-THREE (453), AND CONSTITUTING THE ENTIRE BLOCK BOUNDED BY EL DORADO, ALAMEDA, MICHIGAN AND GEORGIA STREETS.

THE REFERENCE IN THE ABOVE DESCRIPTION TO EL DORADO, ALAMEDA, AND GEORGIA STREETS IS AS SAID STREETS EXISTED PRIOR TO THE VACATION THEREOF BY RESOLUTION NO. 11750, ADOPTED ON NOVEMBER 19, 1951 BY THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

THE REFERENCE IN THE ABOVE DESCRIPTION TO MICHIGAN STREET IS AS SAID STREET EXISTED PRIOR TO THE VACATION THEREOF BY ORDINANCE NO. 61-70 PASSED ON MARCH 2, 1970, BY THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

PARCEL 2 (913917-5-1)

COMMENCING AT A POINT FORMED BY THE INTERSECTION OF THE SOUTHERLY LINE OF MERRIMAC STREET WITH THE EASTERLY LINE OF MICHIGAN STREET; RUNNING THENCE SOUTHERLY AND ALONG SAID EASTERLY LINE OF MICHIGAN STREET TWO HUNDRED AND TEN (210) FEET; THENCE AT A RIGHT ANGLE EASTERLY TWO HUNDRED (200) FEET TO THE WESTERLY LINE OF GEORGIA STREET; THENCE AT A RIGHT ANGLE NORTHERLY AND ALONG SAID WESTERLY LINE OF GEORGIA STREET SIXTY-THREE (63) FEET AND SIX AND ONE-HALF (6-1/2) INCHES; THENCE NORTHWESTERLY ONE HUNDRED AND NINETY-TWO (192) FEET AND SIX AND ONE-HALF (6-1/2) INCHES TO A POINT IN THE SOUTHERLY LINE OF MERRIMAC STREET,

F694796

DISTANT THEREON SEVENTY-FOUR (74) FEET AND ELEVEN (11) INCHES
EASTERLY FROM THE EASTERLY LINE OF MICHIGAN STREET; THENCE
WESTERLY AND ALONG SAID SOUTHERLY LINE OF MERRIMAC STREET
SEVENTY-FOUR (74) FEET AND ELEVEN (11) INCHES TO THE EASTERLY
LINE OF MICHIGAN STREET AND THE POINT OF COMMENCEMENT.

BEING A PORTION OF BLOCK NUMBER FOUR HUNDRED AND FIFTY-FOUR
(454).

THE REFERENCE IN THE ABOVE DESCRIPTION TO MERRIMAC AND
GEORGIA STREETS IS AS SAID STREETS EXISTED PRIOR TO THE VACATION
THEREOF BY RESOLUTION NO. 11750, ADOPTED ON NOVEMBER 19, 1951 BY
THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO,
STATE OF CALIFORNIA.

THE REFERENCE IN THE ABOVE DESCRIPTION TO MICHIGAN STREET IS
AS SAID STREET EXISTED PRIOR TO THE VACATION THEREOF BY ORDINANCE
NO. 61-70 PASSED ON MARCH 2, 1970, BY THE BOARD OF SUPERVISORS OF
THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

PARCEL 3 (913917-5-2)

COMMENCING AT A POINT FORMED BY THE INTERSECTION OF THE
NORTHERLY LINE OF ALAMEDA STREET WITH THE WESTERLY LINE OF
GEORGIA STREET; AND RUNNING THENCE NORTHERLY ALONG SAID WESTERLY
LINE OF GEORGIA STREET ONE HUNDRED AND FIFTY (150) FEET; THENCE
AT A RIGHT ANGLE WESTERLY TWO HUNDRED (200) FEET TO THE EASTERLY
LINE OF MICHIGAN STREET; THENCE AT A RIGHT ANGLE SOUTHERLY ALONG
SAID EASTERLY LINE OF MICHIGAN STREET, ONE HUNDRED FIFTY (150)
FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF ALAMEDA STREET
WITH THE SAID EASTERLY LINE OF MICHIGAN STREET; AND THENCE AT A
RIGHT ANGLE EASTERLY ALONG SAID NORTHERLY LINE OF ALAMEDA STREET,
TWO HUNDRED (200) FEET TO THE SAID WESTERLY LINE OF GEORGIA
STREET AND THE POINT OF COMMENCEMENT.

BEING A PORTION OF BLOCK NUMBERED FOUR HUNDRED AND FIFTY-
FOUR (454).

THE REFERENCE IN THE ABOVE DESCRIPTION TO GEORGIA AND
ALAMEDA STREETS IS AS SAID STREETS EXISTED PRIOR TO THE VACATION
THEREOF BY RESOLUTION NO. 11750, ADOPTED ON NOVEMBER 19, 1951 BY
THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO,
STATE OF CALIFORNIA.

THE REFERENCE IN THE ABOVE DESCRIPTION TO MICHIGAN STREET IS
AS SAID STREET EXISTED PRIOR TO THE VACATION THEREOF BY ORDINANCE
NO. 61-70 PASSED ON MARCH 2, 1970, BY THE BOARD OF SUPERVISORS OF
THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXHIBIT B

EASEMENT DESCRIPTION

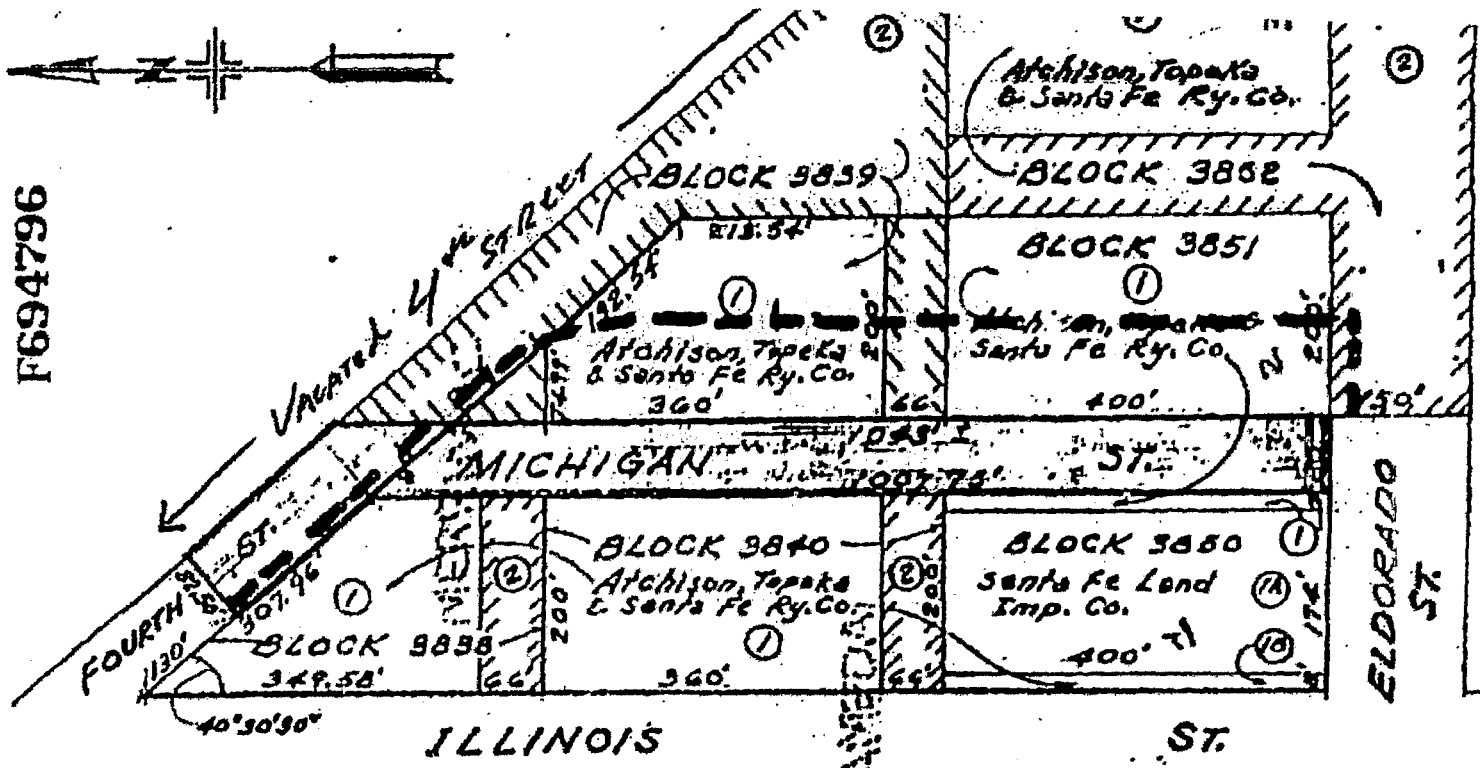
An easement 15 feet in width, lying 5 feet westerly and 10 feet easterly of the center line of the existing 12" water main, more particularly described as follows:

Beginning at a point on the southeasterly terminus of 4th Street, and running thence southeasterly along the extension of former 4th Street, as it existed prior to the vacation of portions thereof by Ordinance No. 61-70, adopted by the Board of Supervisors of the City and County of San Francisco on March 5, 1970, and as shown in attached Diagram SUR-1369, a distance of 350 feet, more or less; thence running southeasterly and southerly along the arc of a curve to the right to a point perpendicularly distant 120 feet, more or less, northerly of the former northerly line of Alameda Street, as it existed prior to the vacation thereof by Resolution No. 11750, adopted by the Board of Supervisors of the City and County of San Francisco on November 19, 1957, said point being also perpendicularly distant 400 feet, more or less, easterly of the easterly line of Illinois Street; thence running southerly and along a line parallel with said easterly line of Illinois Street and perpendicularly distant 400 feet, more or less, easterly thereof, a distance of 700 feet, more or less, to a point in the easterly extension of El Dorado Street, as it formerly existed prior to the vacation of portions thereof by Resolution No. 11750, referred to hereinabove; thence at a right angle westerly and running in said easterly extension, a distance of 120 feet, more or less, to the easterly terminus of El Dorado Street, as shown in attached Diagram SUR-1369.

Said easement being located in portions of vacated 4th Street, Alameda Street, and El Dorado Street, and in portions of Assessor's Block 3839 and 3851 as generally depicted on the attached Diagram SUR-1369.

Description Checked & Approved:







F694796

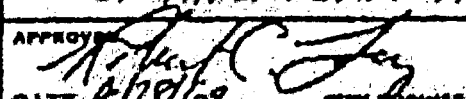
REFERENCES

TABLE OF CHANGES
CAUTION: CHECK WITH TRACING

NO.	DATE	REVISIONS

LEGEND

-  Street Area Proposed to be vacated
-  S.F. Port Commission Property Leased to Atchison, Topeka and Santa Fe Railway, Co.
- ① Assessor's Lot Number

BY		DATE	CITY AND COUNTY OF SAN FRANCISCO		
DR.		S.J. 4-25-69	DEPARTMENT OF PUBLIC WORKS - BUREAU OF ENGINEERING		
TIT.			PROPOSED: VACATION OF PORTIONS OF MICHIGAN AND FOURTH STREETS		
CK.		P.W. 4-25-69	APPROVED:  DATE 4/28/69 CITY ENGINEER		
APP.		G.Q.W. 4-25-69			
APP.		S.C.G. 4-27-69			
			SCALE 1" = 200'	SHEET 1 OF 1 SHEETS	FILE SUR-1969
			CHANGE		

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

San Francisco Assessor-Recorder
Doris M. Ward, Assessor-Recorder
DOC- 99-G622172-00

Acct 21-Mayor's Office Housing & Econ Dev.
Monday, JUL 19, 1999 13:39:50
FRE \$0.00
Ttl Pd \$0.00 Nbr-0001228625
REEL H429 IMAGE 0524 eJ1/JL/1-23

EASEMENT AGREEMENT
(City Water Line Easement)

This Easement Agreement ("Agreement") is made this 30th day of June, 1999, by and between Catellus Development Corporation, a Delaware corporation ("Grantor") and the City and County of San Francisco ("Grantee"), with reference to the following facts:

- A. Grantor is the owner of those certain parcels of real property situated in the City and County of San Francisco, State of California, described in Exhibit "A" attached hereto (individually, a "Burdened Property", and collectively, the "Burdened Properties").
- B. Grantee operates public water lines located within the Burdened Properties.
- 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 November 16, 1998 (the "Amended CLTA") by and between Grantee and Grantor.
 - (ii) that certain Amended and Restated Mission Bay Port Land Transfer Agreement dated as of November 16, 1998 (the "Amended PLTA") by and between Grantee (acting when necessary therein by and through the San Francisco Port Commission) and Grantor. The Amended CLTA and the Amended PLTA are hereinafter collectively referred to as the "Land Transfer Agreements."
- D. At the time of the execution of the foregoing agreements the Burdened Properties were owned by Grantee and consisted of paper and/or existing public streets.
- E. Concurrently with the recordation hereof Grantee vacated the Burdened Properties as public streets and conveyed the Burdened Properties to Grantor pursuant to provisions of the Land Transfer Agreements. This Agreement and the easement herein granted are being executed and delivered in order to preserve the continued use and maintenance of certain existing public water lines and related structures operated by Grantee within the Burdened Properties 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 the maintenance, operation, repair and removal of existing public utility facilities, including existing lines, pipes, conduits, and other convenient structures, equipment and fixtures (collectively, the "Facilities"), for the operation of public water lines in their existing locations within the Burdened Properties, together with reasonable access thereto for the purposes set forth above.

2. Limitation on Use. Grantee acknowledges that the Easement herein granted is non-exclusive. Grantee agrees that the use of the Easement herein granted shall not impede work (a) required to be performed by a private or public utility company to repair or maintain any functioning, in-place utility facility located on the Burdened Properties 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 Properties or (b) by Grantor as may reasonably be required for repair or maintenance of the Burdened Properties.

3. Term of Easement.

(a) Term. 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 Properties by written notice to the Grantor.

(b) Termination. 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 Properties in which the applicable Facilities are located or (ii) the determination by the Grantee'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 Grantee'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) Quitclaim. Upon the termination, in whole or in part, in accordance with this Section 3, of the Easement granted in Section 1 of this Agreement, the Director of Property for Grantee shall cause to be executed, acknowledged and delivered on behalf of Grantee to Grantor a quitclaim deed to evidence such termination (without further action of the Board of Supervisors of Grantee).

4. Condition of the Burdened Properties.

(a) As-Is. Grantor makes no representations or warranties whatsoever, under this Agreement with respect to the current physical condition of the Burdened Properties 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 Properties in their "as is" physical condition, except as otherwise specifically provided herein. Grantee hereby waives any and all claims against Grantor arising from, out of or in connection with the suitability of the physical conditions of the Burdened Properties 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 Properties (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) Maintenance. Grantee agrees to maintain each of the applicable portions of the Burdened Properties in which the Facilities are located 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 Properties as a roadway by Grantor or Grantor's licensees. 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 Burdened Properties, including the improvements at any time located on the Burdened Properties. Upon termination of the Easement, or any portion thereof, Grantee shall surrender use and possession of the Burdened Properties, or applicable portion thereof, free and clear of any liens or encumbrances relating to or arising in connection with the use of the Burdened Properties by reason of the Easement.

5. Indemnification.

(a) Indemnity. 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 Properties 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

Properties 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) Notice. Grantor agrees to give prompt notice to Grantee with respect to any Indemnified Claims initiated or threatened against Grantor, at the address for notices to Grantee set forth herein, and in no event later than the earlier of (i) ten (10) business days after valid service of process as to any suit or (ii) fifteen (15) business days after receiving written notification of the filing of such suit or the assertion of a claim, which Grantor has reason to believe is likely to give rise to an Indemnified Claim hereunder. If prompt notice is not given to Grantee, then Grantee's liability hereunder shall terminate as to the matter for which such notice is not given, provided that failure to notify Grantee shall not affect the rights of Grantor or the obligations of Grantee hereunder unless Grantee is prejudiced by such failure, and then only to the extent of such prejudice. Grantee shall, at its option but subject to the reasonable consent and approval of Grantor, be entitled to control the defense, compromise or settlement of any such matter through counsel of Grantee's own choice; provided, however, that in all cases Grantor shall be entitled to participate in such defense, compromise, or settlement at its own expense. 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 Office of City Attorney and any in-house counsel of Grantor shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for which Grantee's or Grantor's in-house counsel's services were rendered who practice in the City and County of San Francisco, State of California, in law firms with approximately the same number of attorneys as employed by the Office of City Attorney, or, in the case of Grantor's in-house counsel, as employed by the outside counsel for Grantor.

7. Alternative Dispute Resolution. Grantor and Grantee, by mutual agreement, may submit any factual or other (to the extent Grantee 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 parties, who shall notify the requesting parties 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. Covenant and Environmental Restriction on Property. This Agreement and the Easement contained herein shall be subject to, and in the use and enjoyment of the Burdened Properties under this Agreement Grantee shall at all times comply with, all of the terms, covenants and conditions set forth in, and/or imposed as a result of that certain Covenant and Environmental Restriction on Property ("Covenant") made by (or to be made by) Grantor, for the benefit of (and in the form previously approved by) the California Regional Water Quality Control Board for the San Francisco Bay Region ("Board"), in order to satisfy one or more conditions imposed by resolution of the Board dated May 20, 1998, to the issuance of a Certificate of Completion under Section 25264 of the California Health and Safety Code with respect to some or all of the Burdened Properties and other property. In addition, as required by the Covenant, in the use and enjoyment of the Burdened Properties under this Agreement, Grantee shall: (1) comply with the Risk Management Plan ("RMP") approved by the Board for the Property and other property, to the extent applicable to the Property, (ii) obligate other entities with which it contracts for construction, property, maintenance or other activities which may disturb soil or groundwater, to comply with the applicable provisions of the RMP, and (iii) not interfere with (and ensure that entities with which it contracts do not interfere with) Grantor's or its successors or assigns compliance with the RMP.

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.

Grantor: Catellus Development Corporation
 255 Channel Street
 San Francisco, California 94107
 Attention: Mission Bay Development Office
 Telefacsimile: (415) 974-3724

with 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

G622172

Grantee: Director of Administrative Services
Department of Administrative Services
City and County of San Francisco
Room 362, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102
Telefacsimile: (415) 554-6177

with copies to City Attorney, City of San Francisco
Room 234, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4682
Attention: Jesse Capin Smith, Esq.
Telefacsimile: (415) 554-4755

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. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (except as otherwise specifically provided in Section 17 below), including without limitation all grantees and other successors-in-interest of Grantor in any of the Burdened Properties.

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

(a) Good Standing. 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.

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

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 Properties to or for the benefit of the general public. The easement herein granted is in gross and for the personal benefit solely of 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 Properties, now in force or hereafter adopted, with respect to the use by Grantee of the Burdened Properties 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 Properties, which burden shall run with the land and shall be binding on any future owners and encumbrancers of the Burdened Properties or any part thereof and their successors and assigns.

23. Insurance; Waiver of Subrogation.

(a) Self-Insurance. It is acknowledged by the parties hereto that this Agreement does not require Grantee to carry liability insurance with respect to its use of the 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) Waiver. The terms and provisions of this Section 23(b) shall be inoperative unless and until Grantee's policy of self-insurance changes and Grantee is procuring liability insurance covering its use of the 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.

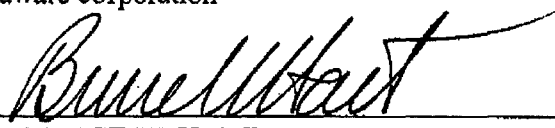
28. Prohibiting City Business with Burma. By its execution of this Agreement, Grantor attests that it is not the government of Burma (Myanmar), a person or business entity organized under the laws of Burma (Myanmar) or a "prohibited person or entity" as defined in San Francisco Administrative Code section 12J.2(G). The Grantee may terminate this Agreement for default if Grantor violates the terms of section 12J.2(G).

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

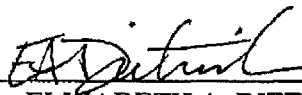
By: 
ANTHONY J. DELUCCHI,
Director of Property

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: 
BRUCE W. HART,
Vice President

APPROVED AS TO FORM:

LOUISE H. RENNE,
City Attorney

By: 
ELIZABETH A. DIETRICH,
Deputy City Attorney

G622172

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

On June 24, 1999 before me, the undersigned, a Notary Public in and for said 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 the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kathleen V. Bianchi
Signature of Notary

(Seal)



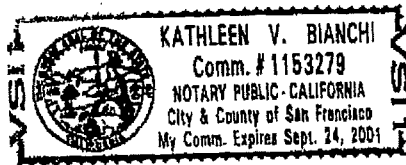
STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On June 24, 1999 before me, the undersigned, a Notary Public in and for said State personally appeared BRUCE W. HART, 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 the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kathleen V. Bianchi
Signature of Notary

(Seal)



G622172

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated JUNE
30, 1999 from the grantor to the City & County of San Francisco, a charter
city and county, is hereby accepted by order of its Board of Supervisors' Ordinance Nos.
328-98 and 330-98, adopted on October 26, 1998, and the grantee consents to
recording thereof by its duly authorized officer.

Dated: July 8, 1999

CITY & COUNTY OF SAN FRANCISCO

By:


Harry J. Quinn
Assistant Director of Property

EXHIBIT A

G622172

Legal Descriptions of Burdened Properties

EXHIBIT A
(SV-1)
(ILLINOIS STREET)
PARCEL 1

G622172

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 WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF ILLINOIS STREET NORTH $03^{\circ} 10' 56''$ WEST 1282.00 FEET TO THE SOUTHERLY LINE OF FORMER MERRIMAC STREET (66.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE NORTH $86^{\circ} 49' 04''$ EAST 80.00 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE SOUTH $03^{\circ} 10' 56''$ EAST 1282.00 FEET TO SAID NORTHERLY LINE OF SIXTEENTH STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH $86^{\circ} 49' 04''$ WEST 80.00 FEET TO THE POINT OF BEGINNING.

OR;

ALL THAT PORTION OF ILLINOIS STREET (80.00 FEET WIDE) LYING BETWEEN THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) AND THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF MERRIMAC STREET (66.00 FEET WIDE).

CONTAINING 102,560 SQUARE FEET, MORE OR LESS.

1 of 9

PREPARED BY KCA ENGINEERS, INC.
5/1/86 JCS 1986
JW
REVISED 7/13/1998 A B 5/6/99
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5/26/99



EXHIBIT A
(SV-2)
(EL DORADO STREET)
PARCEL 2

G622172

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 EL DORADO STREET (150.00 FEET WIDE) WITH THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF EL DORADO STREET NORTH $86^{\circ} 49' 04''$ EAST 280.00 FEET TO THE EASTERLY LINE OF FORMER MICHIGAN STREET (80.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY EXTENSION OF SAID EASTERLY LINE SOUTH $03^{\circ} 10' 56''$ EAST 150.00 FEET TO THE SOUTHERLY LINE OF EL DORADO STREET; THENCE ALONG SAID SOUTHERLY LINE SOUTH $86^{\circ} 49' 04''$ WEST 280.00 FEET TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE NORTH $03^{\circ} 10' 56''$ WEST 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 42,000 SQUARE FEET, MORE OR LESS.

2 of 9

PREPARED BY KCA ENGINEERS, INC.
5/1/98 JOB 1936
J.W.
REVISED 7/13/1998 A.B., 5/6/99 6/10/99
S:\SV-02.DOC
S:\City_WE-2.doc
5/26/99 Revised: 6/10/99



EXHIBIT A
(SV-17)
(FOURTH STREET)
PARCEL 3

G622172

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 ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE) AS SHOWN UPON BOARD OF TIDE LAND COMMISSIONERS BLOCK MAP 15 FILED IN MAP BOOK "W" AT PAGE 53, IN THE OFFICE OF THE RECORDER OF SAID CITY AND COUNTY; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 43° 41' 53" EAST 130.12 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 46° 18' 07" EAST 150.00 FEET TO THE NORTHEASTERLY LINE OF FOURTH STREET; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 43° 41' 53" WEST 509.71 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 70° 49' 53" WEST 132.56 FEET TO THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE SOUTH 03° 10' 56" EAST 109.42 FEET TO THE NORTHWESTERLY CORNER OF ASSESSORS BLOCK 3837; THENCE DEPARTING SAID EASTERLY LINE NORTH 86° 49' 04" EAST 54.82 FEET TO THE SOUTHWESTERLY LINE OF FOURTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 43° 41' 53" EAST 315.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 82,646 SQUARE FEET, MORE OR LESS.

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EXHIBIT A
(SV-23)
(BERRY STREET)
PARCEL 4

G622172

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 NORTHEASTERLY LINE OF FOURTH STREET (82.50 FEET WIDE) WITH THE NORTHWESTERLY LINE OF BERRY STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHWESTERLY LINE OF BERRY STREET NORTH $46^{\circ} 18' 07''$ EAST 11.30 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE NORTH $46^{\circ} 18' 07''$ EAST 802.65 FEET TO AN ANGLE POINT 12.00 FEET DISTANT THEREON FROM THE SOUTHWESTERLY LINE OF THIRD STREET (82.50 FEET WIDE); THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH $43^{\circ} 41' 53''$ EAST 17.50 FEET; THENCE SOUTH $46^{\circ} 18' 07''$ WEST 138.00 FEET TO AN ANGLE POINT; THENCE SOUTH $43^{\circ} 41' 53''$ EAST 8.00 FEET TO AN ANGLE POINT; THENCE SOUTH $46^{\circ} 18' 07''$ WEST 525.95 FEET TO AN ANGLE POINT; THENCE NORTH $43^{\circ} 41' 53''$ WEST 8.00 FEET TO AN ANGLE POINT; THENCE SOUTH $46^{\circ} 18' 07''$ WEST 138.70 FEET TO AN ANGLE POINT; THENCE NORTH $43^{\circ} 41' 53''$ WEST 17.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 18,254 SQUARE FEET, MORE OR LESS.

4 of 9

REVISED 5/26/99
PREPARED BY KCA ENGINEERS, INC.
5/1/98 JOB 1939
JW
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5/26/99



EXHIBIT A
(SV-24)
(FIFTH STREET)
PARCEL 5

G622172

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.

ALL THAT PORTION OF FIFTH STREET (82.50 FEET WIDE) LYING BETWEEN THE SOUTHEASTERLY LINE OF TOWNSEND STREET (82.50 FEET WIDE) AND THE NORTHWESTERLY LINE OF KING STREET (70.00 FEET WIDE).

CONTAINING 22,688 SQUARE FEET, MORE OR LESS.

5 of 9

REVISED: 5/6/99
PREPARED BY KCA ENGINEERS INC
5/1/98 JOB NO. 1936
J.VV
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5/26/99



EXHIBIT A
(SV-27)
(SIXTH STREET)
PARCEL 6

G622172

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 BERRY STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE OF SIXTH STREET SOUTH $43^{\circ} 41' 53''$ EAST 240.00 FEET TO THE NORTHWESTERLY LINE OF CHANNEL STREET (105.00 FEET WIDE); THENCE ALONG SAID NORTHWESTERLY LINE SOUTH $46^{\circ} 18' 07''$ WEST 82.50 FEET TO THE SOUTHWESTERLY LINE OF SIXTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH $43^{\circ} 41' 53''$ WEST 240.00 FEET TO SAID SOUTHEASTERLY LINE OF BERRY STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH $46^{\circ} 18' 07''$ EAST 82.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 19,800 SQUARE FEET, MORE OR LESS.

6 of 9

REVISED: 5/8/99, 6/8/99
PREPARED BY KCA ENGINEERS, INC
5/1/98 JOB 1936
J.W
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5/26/99 Revised: 6/8/99



G622172

EXHIBIT A
(A PORTION OF SV-28)
PARCEL 7

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 BERRY STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE OF SIXTH STREET NORTH $43^{\circ}41'53''$ WEST 1.50 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH $46^{\circ}18'07''$ WEST 53.00 FEET; THENCE SOUTH $43^{\circ}41'53''$ EAST 1.50 FEET TO THE SOUTHEASTERLY LINE OF BERRY STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH $46^{\circ}18'07''$ EAST 53.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 79 SQUARE FEET, MORE OR LESS.



G622172

EXHIBIT A
(SV-29)
(BERRY STREET BETWEEN 5TH & 6TH STREETS)
PARCEL 8

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 FIFTH STREET (82.50 FEET WIDE) WITH THE NORTHWESTERLY LINE OF BERRY STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE OF FIFTH STREET SOUTH 43° 41' 53" EAST 17.75 FEET TO AN ANGLE POINT; THENCE SOUTH 46° 18' 07" WEST 803.15 FEET TO AN ANGLE POINT; THENCE NORTH 13° 48' 27" EAST 33.04 FEET TO SAID NORTHWESTERLY LINE OF BERRY STREET; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 46° 18' 07" EAST 775.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,009 SQUARE FEET, MORE OR LESS.

8 of 9

PREPARED BY KCA ENGINEERS, INC.
5/1/98 J.C.P. 1538
J.W.
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5/26/99



G622172

EXHIBIT A

(SV-32)

(BERRY STREET BETWEEN 6TH & 7TH STREETS)

PARCEL 9

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 NORTHWESTERLY LINE OF BERRY STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE OF SEVENTH STREET SOUTH 43° 41' 53" EAST 8.50 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 46° 18' 07" EAST 539.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 48.50 FEET; THENCE NORTHEASTERLY 29.15 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 34° 26' 15" TO A POINT ON SAID NORTHWESTERLY LINE OF BERRY STREET; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 46° 18' 07" WEST 566.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,741 SQUARE FEET, MORE OR LESS.

9 of 9

REVISED: 7/28/93, 5/7/96
PREPARED BY KCA ENGINEERS, INC
5/25/98 JOB 1936
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5/26/99



G622172

CITY WATERLINE EASEMENT, ILLINOIS, E; DORADO, 4TH, BERRY, 5TH
AND 6TH STREETS

PORTIONS OF ILLINOIS, EL DORADO, 4TH, BERRY, 5TH AND 6TH
STREETS

San Francisco Assessor-Recorder
Doris M. Ward, Assessor-Recorder
DOC- 99-G622173-00

Acct 21-Mayor's Office Housing & Econ Dev.
Monday, JUL 19, 1999 13:39:50
FRE \$0.00
Ttl Pd \$0.00 Nbr-0001228626
REEL H429 IMAGE 0525 eJ1/JL/1-21

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

agx

EASEMENT AGREEMENT
(City Storm/Sewer Easement)

This Easement Agreement ("Agreement") is made this 30th day of June, 1999, by and between Catellus Development Corporation, a Delaware corporation ("Grantor") and the City and County of San Francisco ("Grantee"), with reference to the following facts:

A. Grantor is the owner of those certain parcels of real property situated in the City and County of San Francisco, State of California, described in Exhibit "A" attached hereto (individually, a "Burdened Property", and collectively, the "Burdened Properties").

B. Grantee operates combined public storm sewer and sanitary sewer lines located within the Burdened Properties.

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 November 16, 1998 (the "Amended CLTA") by and between Grantee and Grantor.

(ii) that certain Amended and Restated Mission Bay Port Land Transfer Agreement dated as of November 16, 1998 (the "Amended PLTA") by and between Grantee (acting when necessary therein by and through the San Francisco Port Commission) and Grantor. The Amended CLTA and the Amended PLTA are hereinafter collectively referred to as the "Land Transfer Agreements."

D. At the time of the execution of the foregoing agreements the Burdened Properties were owned by Grantee and consisted of paper and/or existing public streets.

E. Concurrently with the recordation hereof Grantee vacated the Burdened Properties as public streets and conveyed the Burdened Properties to Grantor pursuant to provisions of the Land Transfer Agreements.

F. This Agreement and the easement herein granted are being executed and delivered in order to preserve the continued use and maintenance of certain existing public storm sewer lines and related structures operated by Grantee within the Burdened Properties 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 the maintenance, operation, repair and removal of existing public utility facilities, including existing lines, pipes, conduits, and other convenient structures, equipment and fixtures (collectively, the "Facilities"), for the operation of combined public storm sewer and sanitary sewer lines in their existing locations within the Burdened Properties, together with reasonable access thereto for the purposes set forth above.

2. Limitation on Use. Grantee acknowledges that the Easement herein granted is non-exclusive. Grantee agrees that the use of the Easement herein granted shall not impede work (a) required to be performed by a private or public utility company to repair or maintain any functioning, in-place utility facility located on the Burdened Properties 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 Properties or (b) by Grantor as may reasonably be required for repair or maintenance of the Burdened Properties.

3. Term of Easement.

(a) Term. 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 Properties by written notice to the Grantor.

(b) Termination. 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 Properties in which the applicable Facilities are located or (ii) the determination by the Grantee'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 Grantee'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) Quitclaim. Upon the termination, in whole or in part, in accordance with this Section 3, of the Easement granted in Section 1 of this Agreement, the Director of Property for Grantee shall cause to be executed, acknowledged and delivered on behalf of Grantee to Grantor a quitclaim deed to evidence such termination (without further action of the Board of Supervisors of Grantee).

4. Condition of the Burdened Properties.

(a) As-Is. Grantor makes no representations or warranties whatsoever, under this Agreement with respect to the current physical condition of the Burdened Properties 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 Properties in their "as is" physical condition, except as otherwise specifically provided herein. Grantee hereby waives any and all claims against Grantor arising from, out of or in connection with the suitability of the physical conditions of the Burdened Properties 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 Properties (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) Maintenance. Grantee agrees to maintain each of the applicable portions of the Burdened Properties in which the Facilities are located 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 Properties as a roadway by Grantor or Grantor's licensees. 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 Burdened Properties, including the improvements at any time located on the Burdened Properties. Upon termination of the Easement, or any portion thereof, Grantee shall surrender use and possession of the Burdened Properties, or applicable portion thereof, free and clear of any liens or encumbrances relating to or arising in connection with the use of the Burdened Properties by reason of the Easement.

5. Indemnification.

(a) Indemnity. 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 Properties 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 Properties 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) Notice. Grantor agrees to give prompt notice to Grantee with respect to any Indemnified Claims initiated or threatened against Grantor, at the address for notices to Grantee set forth herein, and in no event later than the earlier of (i) ten (10) business days after valid service of process as to any suit or (ii) fifteen (15) business days after receiving written notification of the filing of such suit or the assertion of a claim, which Grantor has reason to believe is likely to give rise to an Indemnified Claim hereunder. If prompt notice is not given to Grantee, then Grantee's liability hereunder shall terminate as to the matter for which such notice is not given, provided that failure to notify Grantee shall not affect the rights of Grantor or the obligations of Grantee hereunder unless Grantee is prejudiced by such failure, and then only to the extent of such prejudice. Grantee shall, at its option but subject to the reasonable consent and approval of Grantor, be entitled to control the defense, compromise or settlement of any such matter through counsel of Grantee's own choice; provided, however, that in all cases Grantor shall be entitled to participate in such defense, compromise, or settlement at its own expense. 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 Office of City Attorney and any in-house counsel of Grantor shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for which Grantee's or Grantor's in-house counsel's services were rendered who practice in the City and County of San Francisco, State of California, in law firms with approximately the same number of attorneys as employed by the Office of City Attorney, or, in the case of Grantor's in-house counsel, as employed by the outside counsel for Grantor.

7. Alternative Dispute Resolution. Grantor and Grantee, by mutual agreement, may submit any factual or other (to the extent Grantee 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 parties, who shall notify the requesting parties 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. Covenant and Environmental Restriction on Property. This Agreement and the Easement contained herein shall be subject to, and in the use and enjoyment of the Burdened Properties under this Agreement Grantee shall at all times comply with, all of the terms, covenants and conditions set forth in, and/or imposed as a result of that certain Covenant and Environmental Restriction on Property ("Covenant") made by (or to be made by) Grantor, for the benefit of (and in the form previously approved by) the California Regional Water Quality Control Board for the San Francisco Bay Region ("Board"), in order to satisfy one or more conditions imposed by resolution of the Board dated May 20, 1998, to the issuance of a Certificate of Completion under Section 25264 of the California Health and Safety Code with respect to some or all of the Burdened Properties and other property. In addition, as required by the Covenant, in the use and enjoyment of the Burdened Properties under this Agreement, Grantee shall: (1) comply with the Risk Management Plan ("RMP") approved by the Board for the Property and other property, to the extent applicable to the Property, (ii) obligate other

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entities which with it contracts for construction, property, maintenance or other activities which may disturb soil or groundwater, to comply with the applicable provisions of the RMP, and (iii) not interfere with (and ensure that entities with which it contracts do not interfere with) Grantor's or its successors or assigns compliance with the RMP.

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.

Grantor: Catellus Development Corporation
 255 Channel Street
 San Francisco, California 94107
 Attention: Mission Bay Development Office
 Telefacsimile: (415) 974-3724

with 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.
 Coblenz, Patch, Duffy, & Bass
 222 Kearny Street, 7th Floor
 San Francisco, California 94108
 Telefacsimile: (415) 989-1663

Grantee: Director of Administrative Services
Department of Administrative Services
City and County of San Francisco
Room 362, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102
Telefacsimile: (415) 554-6177

G622173

with copies to City Attorney, City of San Francisco
Room 234, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4682
Attention: Jesse Capin Smith, Esq.
Telefacsimile: (415) 554-4755

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. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (except as otherwise specifically provided in Section 17 below), including without limitation all grantees and other successors-in-interest of Grantor in any of the Burdened Properties.

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

(a) Good Standing. 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.

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

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 Properties to or for the benefit of the general public. The easement herein granted is in gross and for the personal benefit solely of 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 Properties, now in force or hereafter adopted, with respect to the use by Grantee of the Burdened Properties 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 Properties, which burden shall run with the land and shall be binding on any future owners and encumbrancers of the Burdened Properties or any part thereof and their successors and assigns.

23. Insurance; Waiver of Subrogation.

(a) Self-Insurance. It is acknowledged by the parties hereto that this Agreement does not require Grantee to carry liability insurance with respect to its use of the 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) Waiver. The terms and provisions of this Section 23(b) shall be inoperative unless and until Grantee's policy of self-insurance changes and Grantee is procuring liability insurance covering its use of the 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).

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


By: 
ANTHONY J. DELUCCHI
Director of Property

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: 
BRUCE W. HART,
Vice President

APPROVED AS TO FORM:

LOUISE H. RENNE,
City Attorney

By: 
ELIZABETH DIETRICH
Deputy City Attorney

G622173

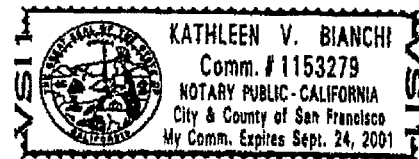
STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On June 24, 1999 before me, the undersigned, a Notary Public in and for said 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 the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kathleen V. Bianchi
Signature of Notary

(Seal)



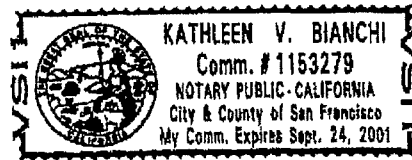
STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On June 24, 1999 before me, the undersigned, a Notary Public in and for said State, personally appeared BRUCE W. HART, 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 the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kathleen V. Bianchi
Signature of Notary

(Seal)



G622173

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated JUNE
30, 1999 from the grantor to the City & County of San Francisco, a charter
city and county, is hereby accepted by order of its Board of Supervisors' Ordinance Nos.
328-98 and 330-98, adopted on October 26, 1998, and the grantee consents to
recordation thereof by its duly authorized officer.

Dated: July 4, 1999

CITY & COUNTY OF SAN FRANCISCO

By:


Harry J. Quinn
Assistant Director of Property

EXHIBIT A

G622173

(Legal Descriptions of Burdened Properties)

EXHIBIT A

(Legal Descriptions of Burdened Properties)

G622173

EXHIBIT A
(SV-1)
(ILLINOIS STREET)
PARCEL 1

G622173

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 WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF ILLINOIS STREET NORTH $03^{\circ} 10' 56''$ WEST 1282.00 FEET TO THE SOUTHERLY LINE OF FORMER MERRIMAC STREET (66.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE NORTH $86^{\circ} 49' 04''$ EAST 80.00 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE SOUTH $03^{\circ} 10' 56''$ EAST 1282.00 FEET TO SAID NORTHERLY LINE OF SIXTEENTH STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH $86^{\circ} 49' 04''$ WEST 80.00 FEET TO THE POINT OF BEGINNING.

OR;

ALL THAT PORTION OF ILLINOIS STREET (80.00 FEET WIDE) LYING BETWEEN THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) AND THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF MERRIMAC STREET (66.00 FEET WIDE).

CONTAINING 102,560 SQUARE FEET, MORE OR LESS.

1 of 6

PREPARED BY RCA ENGINEERS, INC.
5/1/98 JOB 1936
J.V.
REVISED 7/13/1998 A.B., 5/2/99
S:\SV-01.DOC
S:\City-SSE-1.doc
5/26/99



EXHIBIT A
(SV-2)
(EL DORADO STREET)
PARCEL 2

G622173

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 EL DORADO STREET (150.00 FEET WIDE) WITH THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF EL DORADO STREET NORTH 86° 49' 04" EAST 280.00 FEET TO THE EASTERLY LINE OF FORMER MICHIGAN STREET (80.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY EXTENSION OF SAID EASTERLY LINE SOUTH 03° 10' 56" EAST 150.00 FEET TO THE SOUTHERLY LINE OF EL DORADO STREET; THENCE ALONG SAID SOUTHERLY LINE SOUTH 86° 49' 04" WEST 280.00 FEET TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE NORTH 03° 10' 56" WEST 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 42,000 SQUARE FEET, MORE OR LESS.

2 of 6

PREPARED BY KCA ENGINEERS, INC.
5/1/88 JOB 1896
J.W.
REVISED 7/13/1988 A.B. 5/6/89, 6/10/89
S:SV-02.DOC
S:\Cty-SSE-2.doc
5/26/89 Revised: 6/10/89



EXHIBIT A
(SV-16)
(ILLINOIS STREET)
PARCEL 3

G622173

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 ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE) AS SHOWN UPON BOARD OF TIDE LAND COMMISSIONERS BLOCK MAP 15 FILED IN MAP BOOK "W" AT PAGE 53, IN THE OFFICE OF THE RECORDER OF SAID CITY AND COUNTY; THENCE ALONG SAID EASTERLY LINE OF ILLINOIS STREET SOUTH 03° 10' 56" EAST 417.23 FEET TO THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF MERRIMAC STREET (66.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE SOUTH 86° 49' 04" WEST 80.00 FEET TO THE WESTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID WESTERLY LINE NORTH 03° 10' 56" WEST 510.84 FEET TO SAID SOUTHWESTERLY LINE OF FOURTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 43° 41' 53" EAST 123.14 FEET TO THE POINT OF BEGINNING.

OR;

ALL THAT PORTION OF ILLINOIS STREET (80.00 FEET WIDE) LYING BETWEEN THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE) AND THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF MERRIMAC STREET (66.00 FEET WIDE).

CONTAINING 37,123 SQUARE FEET, MORE OR LESS.

3 of 6

REVISED: 5/6/99, 6/10/99
PREPARED BY KCA ENGINEERS, INC
5/1/99 JOB 1936
J.W
S:\SV-16.DOC
S:\Cty-SSE-3.doc
5/26/99 Revised: 6/10/99



EXHIBIT A
(SV-17)
(FOURTH STREET)
PARCEL 4

G622173

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 ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE) AS SHOWN UPON BOARD OF TIDE LAND COMMISSIONERS BLOCK MAP 15 FILED IN MAP BOOK "W" AT PAGE 53, IN THE OFFICE OF THE RECORDER OF SAID CITY AND COUNTY; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 43° 41' 53" EAST 130.12 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 46° 18' 07" EAST 150.00 FEET TO THE NORTHEASTERLY LINE OF FOURTH STREET; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 43° 41' 53" WEST 509.71 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 70° 49' 53" WEST 132.56 FEET TO THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE SOUTH 03° 10' 56" EAST 109.42 FEET TO THE NORTHWESTERLY CORNER OF ASSESSORS BLOCK 3837; THENCE DEPARTING SAID EASTERLY LINE NORTH 86° 49' 04" EAST 54.82 FEET TO THE SOUTHWESTERLY LINE OF FOURTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 43° 41' 53" EAST 315.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 82,646 SQUARE FEET, MORE OR LESS.

4 of 6

REVISED: 3/8/99, 5/6/99, 6/8/99
PREPARED BY KCA ENGINEERS, INC.
5/1/95 JOB 1938
J.W
S:\SV-17.DOC
S:\Cty-SSE-4.doc
5/26/99 Revised: 6/8/99



EXHIBIT A
(SV-24)
(FIFTH STREET)
PARCEL 5

G622173

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.

ALL THAT PORTION OF FIFTH STREET (82.50 FEET WIDE) LYING BETWEEN THE SOUTHEASTERLY LINE OF TOWNSEND STREET (82.50 FEET WIDE) AND THE NORTHWESTERLY LINE OF KING STREET (70.00 FEET WIDE).

CONTAINING 22,688 SQUARE FEET, MORE OR LESS.

5 of 6

REVISED: 5/6/99
PREPARED BY KCA ENGINEERS, INC.
5/1/98 JOB NO. 1936
J.W.
S:\SV-24.DOC
S:\Cty-SSE-5.doc
5/26/99



EXHIBIT A
(SV-23)
(BERRY STREET)
PARCEL 6

G622173

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 NORTHEASTERLY LINE OF FOURTH STREET (82.50 FEET WIDE) WITH THE NORTHWESTERLY LINE OF BERRY STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHWESTERLY LINE OF BERRY STREET NORTH $46^{\circ} 18' 07''$ EAST 11.30 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE NORTH $46^{\circ} 18' 07''$ EAST 802.65 FEET TO AN ANGLE POINT 12.00 FEET DISTANT THEREON FROM THE SOUTHWESTERLY LINE OF THIRD STREET (82.50 FEET WIDE); THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH $43^{\circ} 41' 53''$ EAST 17.50 FEET; THENCE SOUTH $46^{\circ} 18' 07''$ WEST 138.00 FEET TO AN ANGLE POINT; THENCE SOUTH $43^{\circ} 41' 53''$ EAST 8.00 FEET TO AN ANGLE POINT; THENCE SOUTH $46^{\circ} 18' 07''$ WEST 525.95 FEET TO AN ANGLE POINT; THENCE NORTH $43^{\circ} 41' 53''$ WEST 8.00 FEET TO AN ANGLE POINT; THENCE SOUTH $46^{\circ} 18' 07''$ WEST 138.70 FEET TO AN ANGLE POINT; THENCE NORTH $43^{\circ} 41' 53''$ WEST 17.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 18,254 SQUARE FEET, MORE OR LESS.

6 of 6

REVISED: 5/6/99
PREPARED BY KCA ENGINEERS, INC.
5/1/98 JOB 1936
J.W.
S:\SV-23 DOC
S:\Cty-SSE-6.doc
6/10/99



G622173

CITY STORM/SEWER EASEMENT, ILLINOIS, E; DORADO, 4TH, BERRY, 5TH
AND 6TH STREETS

PORTIONS OF ILLINOIS, EL DORADO, 4TH, BERRY, 5TH AND 6TH
STREETS

RECORDED AT THE REQUEST OF:

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



San Francisco Assessor-Recorder
Doris M. Ward, Assessor-Recorder
DOC- 2000-G873071-00

Check Number 3108
Thursday, DEC 07, 2000 15:16:58
T&I Pd \$19.00 Nbr-0001520511

REEL H779 IMAGE 0400
esd/AB/1-5

OFFER OF DEDICATION
(STREET PURPOSES)

Catellus Development Corporation a Delaware Corporation, being the fee title owner of record of the herein described property, does hereby irrevocably offer to dedicate to the City and County of San Francisco, a municipal corporation, and its successors and assigns, for street and roadway purposes, the real property situated in the City and County of San Francisco, State of California, described in Exhibit A (legal description) and shown on Exhibit A-1 (plat map) attached hereto, and including the public utility facilities to be located therein and thereon.

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 31 day of OCTOBER, 2000.

CATELLUS DEVELOPMENT CORPORATION
A Delaware Corporation

By CATELLUS URBAN DEVELOPMENT GROUP, LLC
A Delaware Limited Liability Company
Its Agent

By 
Douglas J. Gardner, President

By 
Eric Harrison, Senior Vice President

CERTIFICATE OF ACKNOWLEDGMENT
OF NOTARY PUBLIC

6873071

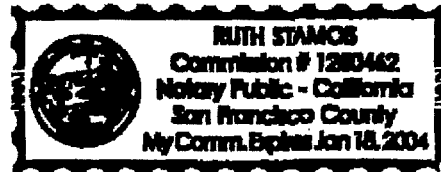
STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On OCTOBER 31, 2000, before me, the undersigned, personally appeared
ERIC ANDERSON, 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.

Ruth Stamos
Signature

(Seal)



CERTIFICATE OF ACKNOWLEDGMENT
OF NOTARY PUBLIC

6873071

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

On October 31, 2000, before me, the undersigned, personally appeared
Douglas J. Gaudier, 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(es) 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.

Ruth Stamos
Signature

(Seal)



EXHIBIT A

**LEGAL DESCRIPTION
PORTION OF APN 8722-01 TO BE DEDICATED
FOR STREET PURPOSES
Mission Bay Project**

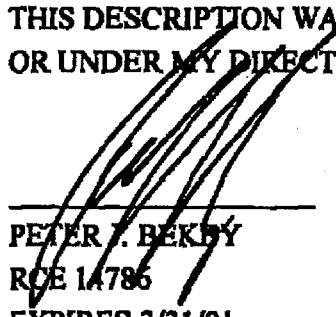
G873071

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

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF LOT 1, ASSESSOR'S BLOCK 8722 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF MISSION BAY" FILED JULY 19, 1999, IN BOOK Z OF MAPS AT PAGES 97 THROUGH 119 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA; THENCE SOUTH 86° 49' 04" WEST ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 9.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86° 49' 04" WEST 71.00 FEET; THENCE SOUTH 03° 10' 56" EAST 2.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 186.50 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 11' 00" A DISTANCE OF 147.07 FEET; THENCE TANGENT TO SAID CURVE SOUTH 48° 21' 56" EAST 22.49 FEET; THENCE NORTH 03° 10' 56" WEST 150.65 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 7,434 SQUARE FEET, MORE OR LESS.

THIS DESCRIPTION WAS PREPARED BY ME
OR UNDER MY DIRECTION:


PETER J. BEKEY
RCE 14786
EXPIRES 3/31/01

11/02/00
DATE



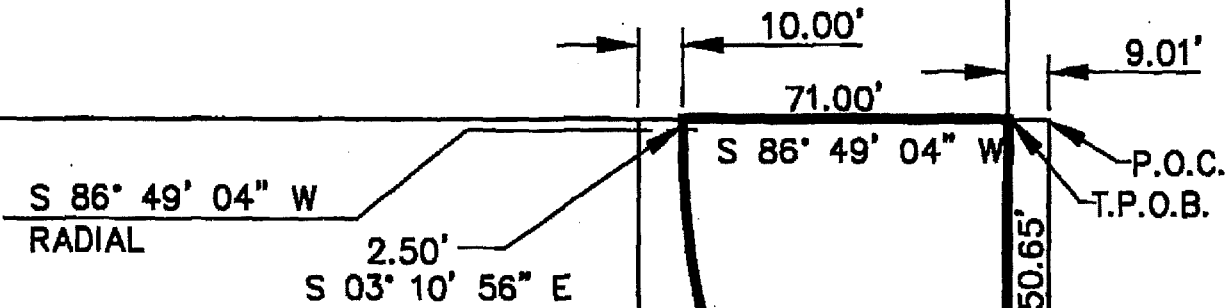
PARCEL DEDICATION
TERRY FRANCOIS BLVD.

G873071

FUTURE TERRY
FRANCOIS BLVD.

APN 8721-01

FUTURE
SOUTH STREET



S 86° 49' 04" W
RADIAL

2.50' S 03° 10' 56" E

APN 8722-01

$\Delta = 45^\circ 11' 00''$
 $R = 186.50'$
 $L = 147.07'$

P.O.C.
T.P.O.B.

N 03° 10' 56" W 150.65'

22.49' S 48° 21' 56" E

FUTURE TERRY
FRANCOIS BLVD.



GRAPHIC SCALE
0 10 20 30 40



TF-DED01 00.0350




A PROJECT OF CATELLUS DEVELOPMENT CORPORATION

EXHIBIT A-1
SHEET 1 OF 1

RECORDING REQUESTED BY:
City and County of San Francisco
WHEN RECORDED RETURN TO:

Director of Property
Real Estate Department
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Documentary Transfer Tax is Zero. Official
Business Entitled to Free Recordation Pursuant to
Government Code § 6103


San Francisco Assessor-Recorder
Mabel S. Teng, Assessor-Recorder
DOC- 2004-H658613-00
Acct 35-S.F. Real Estate
Tuesday, FEB 17, 2004 11:15:20
Ttl Pd \$0.00 Nbr-0002408113
REEL I575 IMAGE 0166
car/AB/1-10

(Space above this line reserved for Recorder's use only)

AB 8722/1, 8721/12, 3841/2, 8720/15 & 8709/11
Address: 1400 - 1799 Third Street

M/C
10

OFFER OF DEDICATION
(Street Purposes)

Catellus Development Corporation, a Delaware corporation ("Catellus"), being the fee title owner of record of the herein described property, does hereby irrevocably offer to dedicate (subject only to the conditions to acceptance set forth below), to the City and County of San Francisco, a municipal corporation, and its successors and assigns, for street and roadway purposes, the real property situated in the City and County of San Francisco, State of California, described in Exhibit A and shown on Exhibit A-1 (plat map) attached hereto (the "Dedication Area").

This offer of dedication may be exercised only if the Board of Supervisors of the City and County of San Francisco finds that one of the following events has occurred: (i) the permanent street and sidewalk surface improvements in the Dedication Area are complete in accordance with the Mission Bay South Infrastructure Plan; (ii) the Dedication Area has been transferred to an entity other than an approved Transferee or an Affiliate as defined in the Mission Bay South Owner Participation Agreement; (iii) the Board of Supervisors reasonably determines on the basis of substantial evidence that conditions exist which would materially impair or adversely affect Catellus' ability to construct the permanent street and sidewalk surface improvements in the Dedication Area in accordance with the South Infrastructure Plan; or (iv) ten (10) years have elapsed since March 25, 2002, the date of Street Improvement Permit No. 02IE-138 (Mission Bay) for the Third Street/Sixteenth Street Utility Improvements project.

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

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

H658613

IN WITNESS WHEREOF, the undersigned has executed this instrument this 10th
day of OCTOBER, 2003.

CATELLUS DEVELOPMENT CORPORATION,
A Delaware Corporation,

By: CATELLUS URBAN DEVELOPMENT
CORPORATION

Its: Agent

By


Eric Harrison
Senior Vice President, Development

H658613

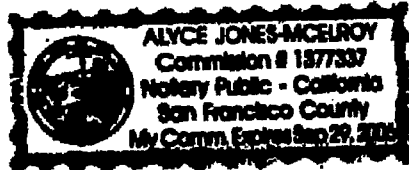
CERTIFICATE OF ACKNOWLEDGMENT
OF NOTARY PUBLIC

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

On October 10, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Eric Hanson, 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 the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Alyce Jones McElroy
Signature of Notary Public (Seal)



H658613

EXHIBIT A
[TO BE ATTACHED]

**EXHIBIT A
LEGAL DESCRIPTION**

H658613

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

Being portions of the property as described in H429 OR 509, recorded on July 19, 1999 in the Office of the Recorder of the City and County of San Francisco, State of California, and being more particularly described as follows:

PART A

BEGINNING at the intersection of the westerly line of Third Street and the northerly line of Sixteenth Street as shown on that certain map entitled "Map of Mission Bay", recorded on July 19, 1999 in Book Z of Maps at pages 97 through 119; thence, proceeding clockwise the following courses and distances: South 86°49'04" West, 7.00 feet along the northerly line of Sixteenth Street; thence, North 03°10'56" West, 2.00 feet; thence, North 86°49'04" East, 2.00 feet; thence, North 03°10'56" West, 388.00 feet along a line parallel with and distant westerly 5.00 feet, measured at right angles, from said westerly line to the southerly line of former El Dorado Street, as described in H429 OR 503, Exhibit D, recorded on July 19, 1999; thence, North 86°49'04" East, 5.00 feet along said southerly line; thence, South 03°10'56" East, 390.00 feet along said westerly line to the POINT OF BEGINNING.

Containing 1954.00 square feet (0.04 acres) more or less.

PART B

BEGINNING at the intersection of the southwesterly line of former Fifth Street and the westerly line of Third Street, as described in H429 OR 503, Exhibit D, recorded on July 19, 1999; thence, proceeding clockwise the following courses and distances: South 03°10'56" East, 266.91 feet along said westerly line to the northerly line of former El Dorado Street, as described in H429 OR 503, Exhibit D, recorded on July 19, 1999; thence, South 86°49'04" West, 5.00 feet along said northerly line; thence, North 03°10'56" West, 272.76 feet along a line parallel with and distant westerly 5.00 feet, measured at right angles, from said westerly line, to said southwesterly line of former Fifth Street; thence, along said southwesterly line, South 43°41'53" East, 7.70 feet to the POINT OF BEGINNING.

Containing 1349.17 square feet (0.03 acres) more or less.

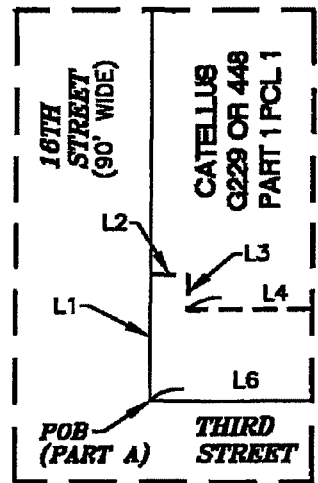
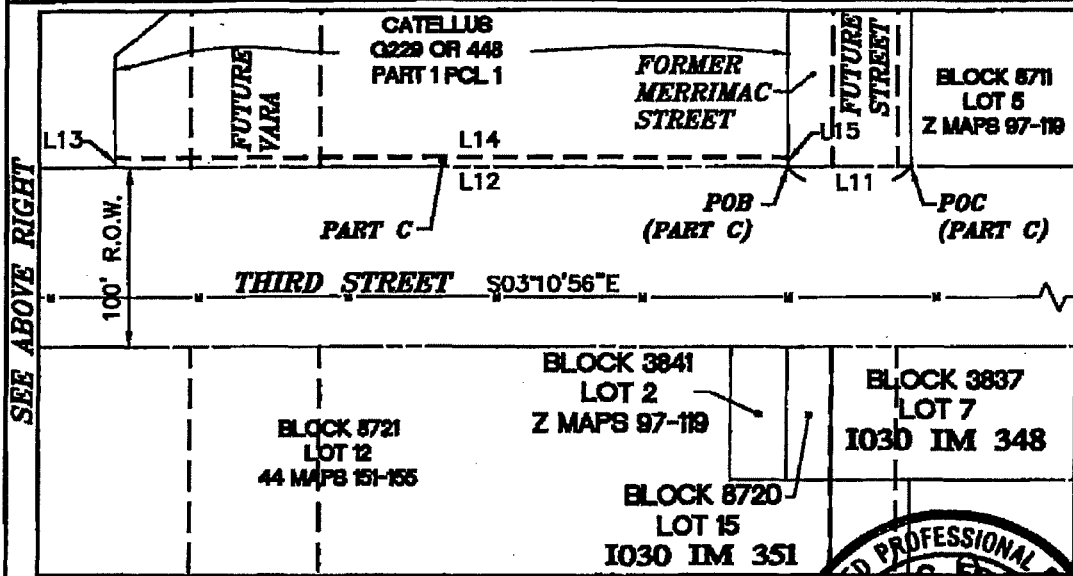
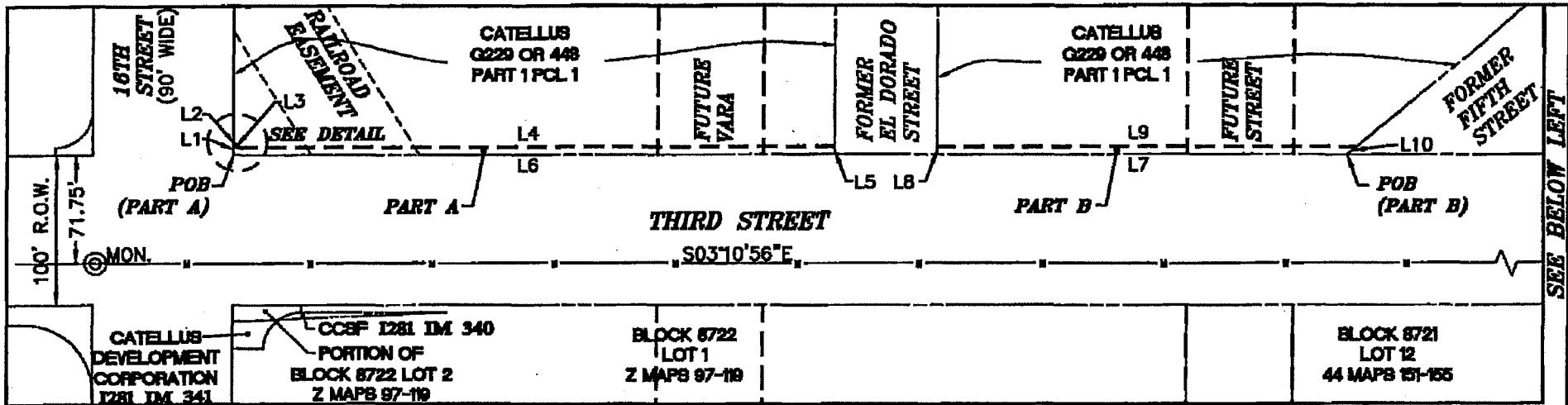
PART C

COMMENCING at the southeasterly corner of Block 8711 Lot 5 as shown on said "Map of Mission Bay"; thence, South 03°10'56" East, 66.00 feet along the westerly line of Third Street to the POINT OF BEGINNING of this description; thence, proceeding clockwise the following courses and distances: South 03°10'56" East, 360.00 feet along said westerly line to the northerly line of former Fifth Street, as described in H429 OR 503, Exhibit D, recorded on July 19, 1999; thence, South 86°49'04" West, 5.00 feet along said northerly line; thence, North 03°10'56" West, 360.00 feet along a line parallel with and distant westerly 5.00 feet, measured at right angles, from said westerly line to the southerly line of former Merrimac Street, as described in H429 OR 503, Exhibit D, recorded on July 19, 1999; thence, along said southerly line, North 86°49'04" East, 5.00 feet to the POINT OF BEGINNING.

Containing 1,800.00 square feet (0.04 acres) more or less.



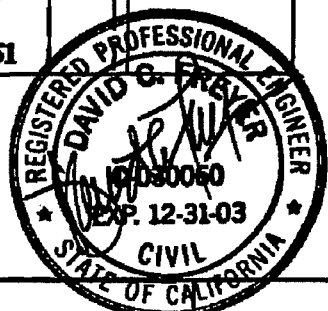
September 24, 2003



LINE TABLE		
LINE	LENGTH	BEARING
L1	7.00	S86°49'04"W
L2	2.00	N03°10'56"W
L3	2.00	N86°49'04"E
L4	388.00	N03°10'56"W
L5	5.00	N86°49'04"E
L6	390.00	S03°10'56"E
L7	266.91	S03°10'56"E
L8	5.00	S86°49'04"W
L9	272.76	N03°10'56"W
L10	7.70	S43°41'53"E
L11	66.00	S03°10'56"E
L12	360.00	S03°10'56"E
L13	5.00	S86°49'04"W
L14	360.00	N03°10'56"W
L15	5.00	N86°49'04"E

LEGEND

_____ EX. PROPERTY LINE
 - - - - - DEDICATION LINE
 - - - - - FUTURE STREETS & VARA'S
 ——— MONUMENT LINE
 POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING



DETAIL
SCALE: 1" = 10'



SCALE
1" = 100'

09/24/03 CITY AND COUNTY OF SAN FRANCISCO

F&L Freyer & Laureta, Inc.
civil engineers • surveyors
144 North San Mateo Drive • San Mateo, CA 94401
(650)544-9901 • Fax (650)544-9920 • www.freyerlaureta.com

EXHIBIT A-1
PLAT TO ACCOMPANY LEGAL DESCRIPTION

SEE BELOW LEFT

SEE ABOVE RIGHT

658613

H658613

EXHIBIT A
LEGAL DESCRIPTION

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

Being a portion of Block 8722 Lot 1 as said lot is shown on that certain map entitled "Map of Mission Bay", recorded on July 19, 1999 in Book Z of Maps at Pages 97 through 119, inclusive, in the Office of the Recorder of the City and County of San Francisco, State of California, and being more particularly described as follows:

COMMENCING at the southwesterly corner of Block 8722 Lot 2 as shown on said "Map of Mission Bay"; thence, North $03^{\circ}10'56''$ West, 44.16 feet along the westerly line of said Lot 2 to the POINT OF BEGINNING of this description; thence, proceeding clockwise the following courses and distances: North $03^{\circ}10'56''$ West, 230.84 feet, along the westerly line of Block 8722 Lot 1 as shown on said map; thence, North $86^{\circ}49'04''$ East, 5.00 feet along a line parallel with and distant northerly 230.84 feet, measured at right angles, from the northerly line of said Lot 2; thence, South $03^{\circ}10'56''$ East, 230.84 feet along a line parallel with and distant easterly 5.00 feet, measured at right angles, from said westerly line, to its intersection with said northerly line; thence, South $86^{\circ}49'04''$ West, 5.00 feet, along said northerly line, to the POINT OF BEGINNING.

Containing 1,154.20 square feet (0.03 acres) more or less.



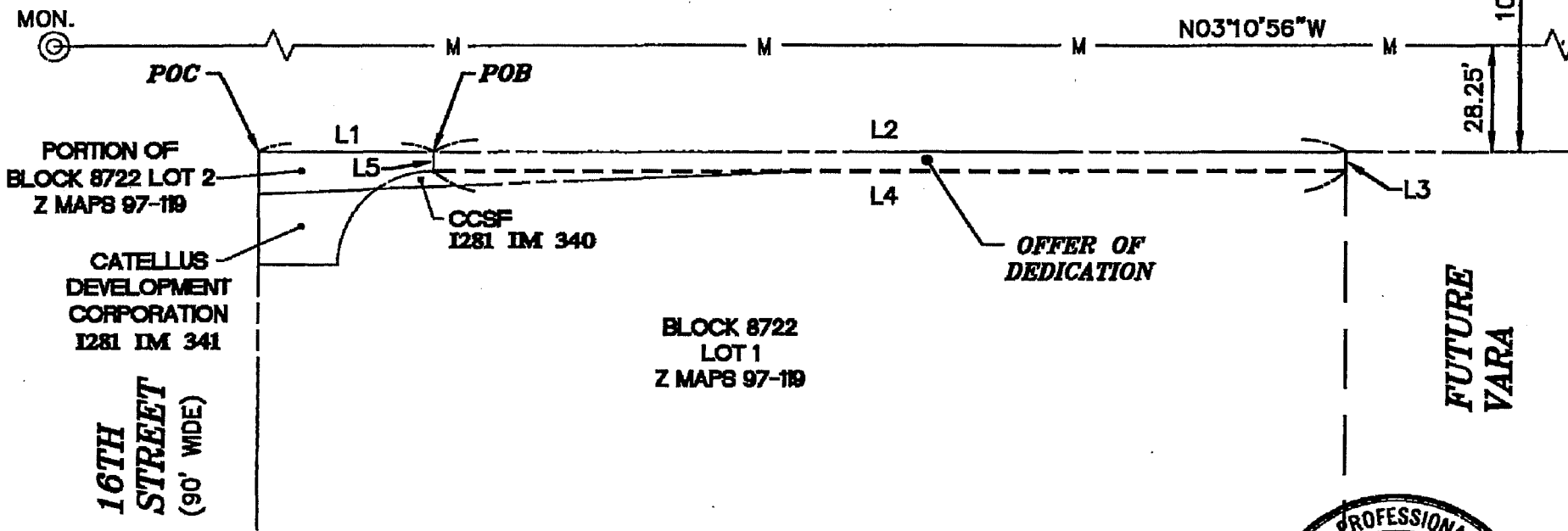
September 24, 2003

THIRD STREET



SCALE
1" = 40'

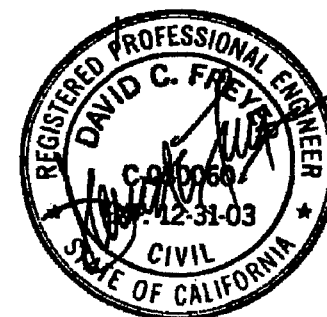
100' R.O.W.



LINE TABLE		
LINE	LENGTH	BEARING
L1	44.16'	N03°10'56"W
L2	230.84	N03°10'56"W
L3	5.00	N86°49'04"E
L4	230.84	S03°10'56"E
L5	5.00	S86°49'04"W

LEGEND

- EX. PROPERTY LINE
- DEDICATION LINE
- FUTURE STREETS & VARA'S
- MONUMENT LINE
- POC
- POB
- POINT OF COMMENCEMENT
- POINT OF BEGINNING



H658613

09/24/03 CITY AND COUNTY OF SAN FRANCISCO

F&L Freyer & Laureta, Inc.
civil engineers • surveyors
144 North San Mateo Drive • San Mateo, CA 94401
(650)344-9901 • Fax (650)344-9920 • www.freyerlaureta.com

EXHIBIT A-1
PLAT TO ACCOMPANY LEGAL DESCRIPTION

H658613

EXHIBIT A
LEGAL DESCRIPTION

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

Being a portion of Block 8721 Lot 12 as said lot is shown on that certain parcel map entitled "Parcel Map - Planned Development Mission Bay", recorded on December 7, 2000 in Book 44 of Parcel Maps at Pages 151 through 155, a portion of Block 3841 Lot 2 as said lot is shown on that certain map entitled "Map of Mission Bay", recorded on July 19, 1999 in Book Z of Maps at pages 97 through 119, and a portion of Block 8720 Lot 15 as said lot is shown on the Certificate of Compliance I030 IM 351, recorded on December 10, 2001, in the Office of the Recorder of the City and County of San Francisco, State of California, and being more particularly described as follows:

COMMENCING at the northeasterly corner of said Block 8720 Lot 15 as shown on said Certificate of Compliance I030 IM 351; thence, South 86°49'04" West, 69.00 feet along the northerly line of said Lot 15, to the POINT OF BEGINNING of this description; thence, proceeding clockwise the following courses and distances: South 03°10'56" East, 349.00 feet, along a line parallel with and distant easterly 5.00 feet, measured at right angles, from the easterly line of Third Street, as shown on said "Map of Mission Bay"; thence, South 86°49'04" West, 5.00 feet along a line parallel with and distant southerly 349.00 feet, measured at right angles, from said northerly line, to its intersection with said easterly line of Third Street; thence, North 03°10'56" West, 349.00 feet, along said easterly line to said northerly line; thence, along said northerly line, North 86°49'04" East, 5.00 feet to the POINT OF BEGINNING. Containing 1,745.00 square feet (0.04 acres) more or less.



September 24, 2003

LINE TABLE		
LINE	LENGTH	BEARING
L1	349.00	S03°10'56"E
L2	5.00	S86°49'04"W
L3	349.00	N03°10'56"W
L4	5.00	N86°49'04"E

LEGEND

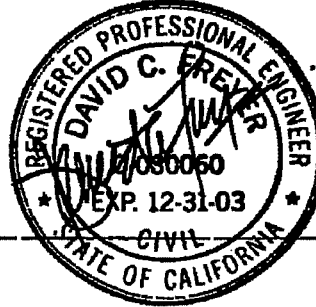
- EX. PROPERTY LINE
- - - DEDICATION LINE
- - - FUTURE STREETS & VARA'S
- M — MONUMENT LINE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT



SCALE
1" = 60'

FORMER ALAMEDA STREET

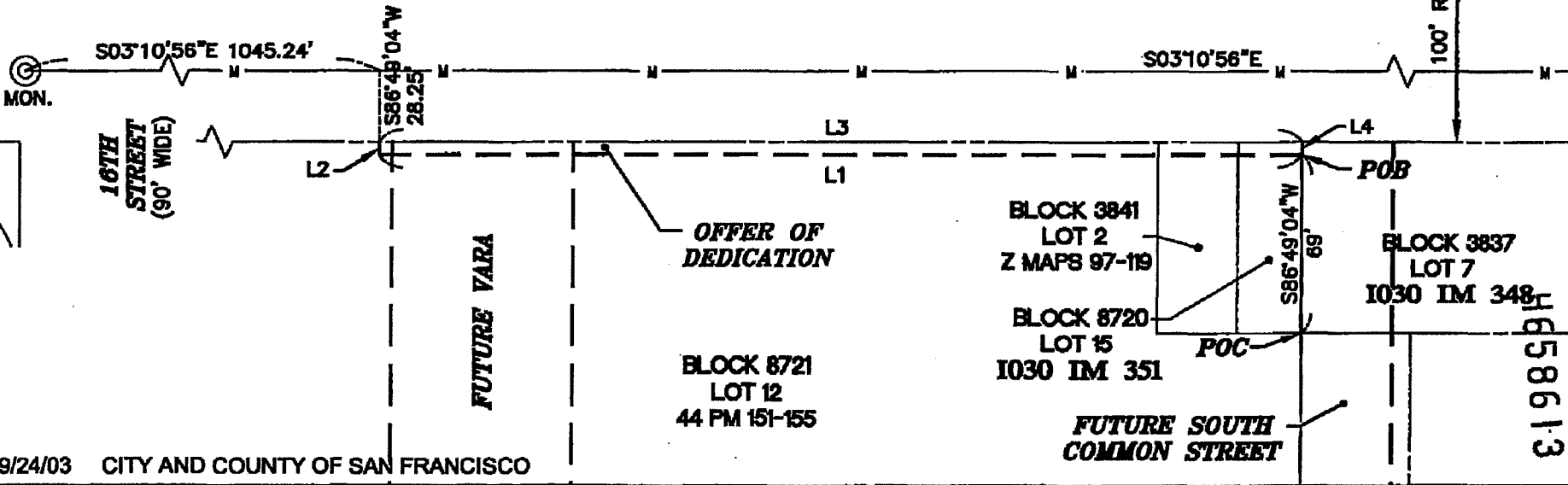
CATELLUS
G229 OR 448
PART 1 PCL 1



FORMER MERRIMAC STREET

BLOCK 871
LOT 5
Z MAPS 97-119

THIRD STREET



09/24/03 CITY AND COUNTY OF SAN FRANCISCO

F&L Freyer & Laureta, Inc.
 civil engineers • surveyors
 144 North San Mateo Drive • San Mateo, CA 94401
 (650)344-9901 • Fax (650)344-9920 • www.freyerlaureta.com

EXHIBIT A-1
 PLAT TO ACCOMPANY LEGAL DESCRIPTION

RECORDING REQUESTED BY:

CITY AND COUNTY OF SAN FRANCISCO

WHEN RECORDED RETURN TO:

GSW ARENA LLC
c/o Gibson, Dunn & Crutcher LLP
555 Mission St., Suite 3000
San Francisco, California 94105
Attention: Neil Sekhri

OFFICIAL BUSINESS
Document entitled to free recordation pursuant
to Government Code Section 6103

Documentary Transfer Tax Reported Separately

(Space above this line reserved for Recorder's use only)

QUITCLAIM DEED

Portions of Block 8722, Lot 001
(Offer of Dedication (Street Purposes) (2004-H658613))

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a charter city and county ("City"), hereby RELEASES, REMISES, and QUITCLAIMS to GSW ARENA LLC, a Delaware limited liability company, 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 and depicted on Exhibit A-1, both attached hereto and made a part hereof.

Executed as of _____, 2015.

AUTHORITY:

Authorized by Board of Supervisors
Ordinance No. _____,
adopted _____, 2015

CITY AND COUNTY OF SAN
FRANCISCO
a charter city and county

By: _____

JOHN UPDIKE
Director of Property

[Signatures Continue on Next Page]

APPROVED AS TO FORM:

Dennis J. Herrera, City Attorney

By: _____
Deputy City Attorney

RECOMMENDED

By: _____
Director of Public Works

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (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)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (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)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

[Attached]

OFFER OF DEDICATION (STREET PURPOSES) (2004-H658613)

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

BEING A PORTION OF BLOCK 8722 LOT 1 AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF MISSION BAY", RECORDED ON JULY 19, 1999 IN BOOK Z OF MAPS AT PAGES 97 THROUGH 119, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF BLOCK 8722 LOT 2 AS SHOWN ON SAID "MAP OF MISSION BAY"; THENCE NORTH $03^{\circ}10'56''$ WEST, 44.16 FEET ALONG THE WESTERLY LINE OF SAID LOT 2 TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE PROCEEDING CLOCKWISE THE FOLLOWING COURSES AND DISTANCES: NORTH $03^{\circ}10'56''$ WEST, 230.84 FEET, ALONG THE WESTERLY LINE OF BLOCK 8722 LOT 1 AS SHOWN ON SAID MAP; THENCE NORTH $86^{\circ}49'04''$ EAST, 5.00 FEET ALONG A LINE PARALLEL WITH AND DISTANT NORTHERLY 230.84 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID LOT 2; THENCE SOUTH $03^{\circ}10'56''$ EAST 230.84 FEET ALONG A LINE PARALLEL WITH AND DISTANT EASTERLY 5.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID WESTERLY LINE, TO ITS INTERSECTION WITH SAID NORTHERLY LINE; THENCE SOUTH $86^{\circ}49'04''$ WEST 5.00 FEET, ALONG SAID NORTHERLY LINE, TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK NO. 8722

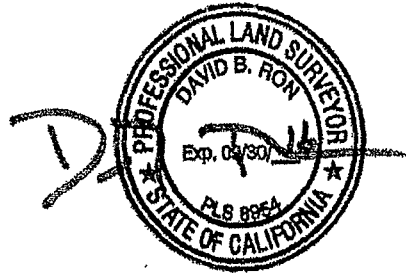
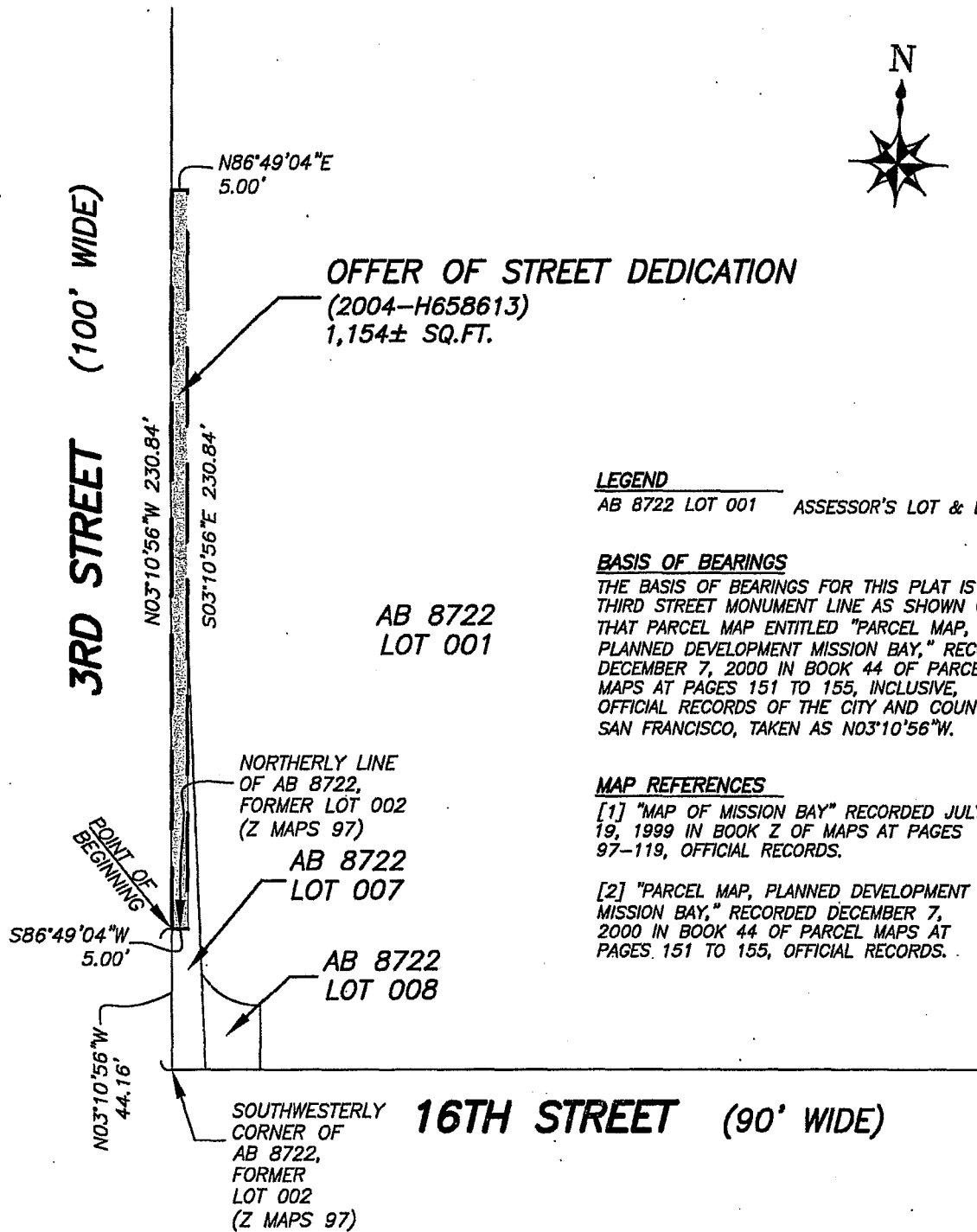


EXHIBIT A-1

DEPICTION

[Attached]



OFFER OF STREET DEDICATION
 (2004-H658613)
 1,154± SQ.FT.

LEGEND
 AB 8722 LOT 001 ASSESSOR'S LOT & BLOCK

BASIS OF BEARINGS
 THE BASIS OF BEARINGS FOR THIS PLAT IS THE THIRD STREET MONUMENT LINE AS SHOWN ON THAT PARCEL MAP ENTITLED "PARCEL MAP, PLANNED DEVELOPMENT MISSION BAY," RECORDED DECEMBER 7, 2000 IN BOOK 44 OF PARCEL MAPS AT PAGES 151 TO 155, INCLUSIVE, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, TAKEN AS N03°10'56"W.

MAP REFERENCES
 [1] "MAP OF MISSION BAY" RECORDED JULY 19, 1999 IN BOOK Z OF MAPS AT PAGES 97-119, OFFICIAL RECORDS.
 [2] "PARCEL MAP, PLANNED DEVELOPMENT MISSION BAY," RECORDED DECEMBER 7, 2000 IN BOOK 44 OF PARCEL MAPS AT PAGES 151 TO 155, OFFICIAL RECORDS.

AB 8722
 LOT 001

NORTHERLY LINE
 OF AB 8722,
 FORMER LOT 002
 (Z MAPS 97)

AB 8722
 LOT 007

AB 8722
 LOT 008

SOUTHWESTERLY
 CORNER OF
 AB 8722,
 FORMER
 LOT 002
 (Z MAPS 97)

SUBJECT: PLAT TO ACCOMPANY LEGAL DESCRIPTION

BY DR CHKD. BR DATE 9-29-15 NOT TO SCALE SHEET 1 OF 1 JOB NO. S-8647

MARTIN M. RON ASSOCIATES, INC.
 LAND SURVEYORS

859 HARRISON STREET
 SAN FRANCISCO, CA. 94107
 (415) 543-4500

RECORDING REQUESTED BY:

CITY AND COUNTY OF SAN FRANCISCO

WHEN RECORDED RETURN TO:

GSW ARENA LLC
c/o Gibson, Dunn & Crutcher LLP
555 Mission St., Suite 3000
San Francisco, California 94105
Attention: Neil Sekhri

OFFICIAL BUSINESS

Document entitled to free recordation pursuant to Government Code Section 6103

Documentary Transfer Tax Reported Separately

(Space above this line reserved for Recorder's use only)

QUITCLAIM DEED

Portions of Assessor's Block 8722, Lot 001
(Offer of Dedication (Street Purposes) (2000-G873071))

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a charter city and county ("City"), hereby RELEASES, REMISES, and QUITCLAIMS to GSW ARENA LLC, a Delaware limited liability company, 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 and depicted on Exhibit A-1, both attached hereto and made a part hereof.

Executed as of _____, 2015.

AUTHORITY:

Authorized by Board of Supervisors
Ordinance No. _____,
adopted _____, 2015

CITY AND COUNTY OF SAN FRANCISCO
a charter city and county

By: _____
JOHN UPDIKE
Director of Property

APPROVED AS TO FORM:

Dennis J. Herrera, City Attorney

RECOMMENDED

By: _____
Deputy City Attorney

By: _____
Director of Public Works

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (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)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (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)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

[Attached]

OFFER OF DEDICATION (STREET PURPOSES) (2000-G873071)

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

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF LOT 1, ASSESSOR'S BLOCK 8722 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF MISSION BAY" FILED JULY 19, 1999, IN BOOK Z OF MAPS AT PAGES 97 THROUGH 119 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA; THENCE SOUTH $86^{\circ}49'04''$ WEST ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 9.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH $86^{\circ}49'04''$ WEST 71.00 FEET; THENCE SOUTH $03^{\circ}10'56''$ EAST 2.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 186.50 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $45^{\circ}11'00''$ A DISTANCE OF 147.07 FEET; THENCE TANGENT TO SAID CURVE SOUTH $48^{\circ}21'56''$ EAST 22.49 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 150.65 FEET TO THE TRUE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK NO. 8722

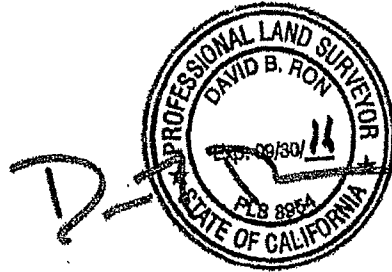


EXHIBIT A-1

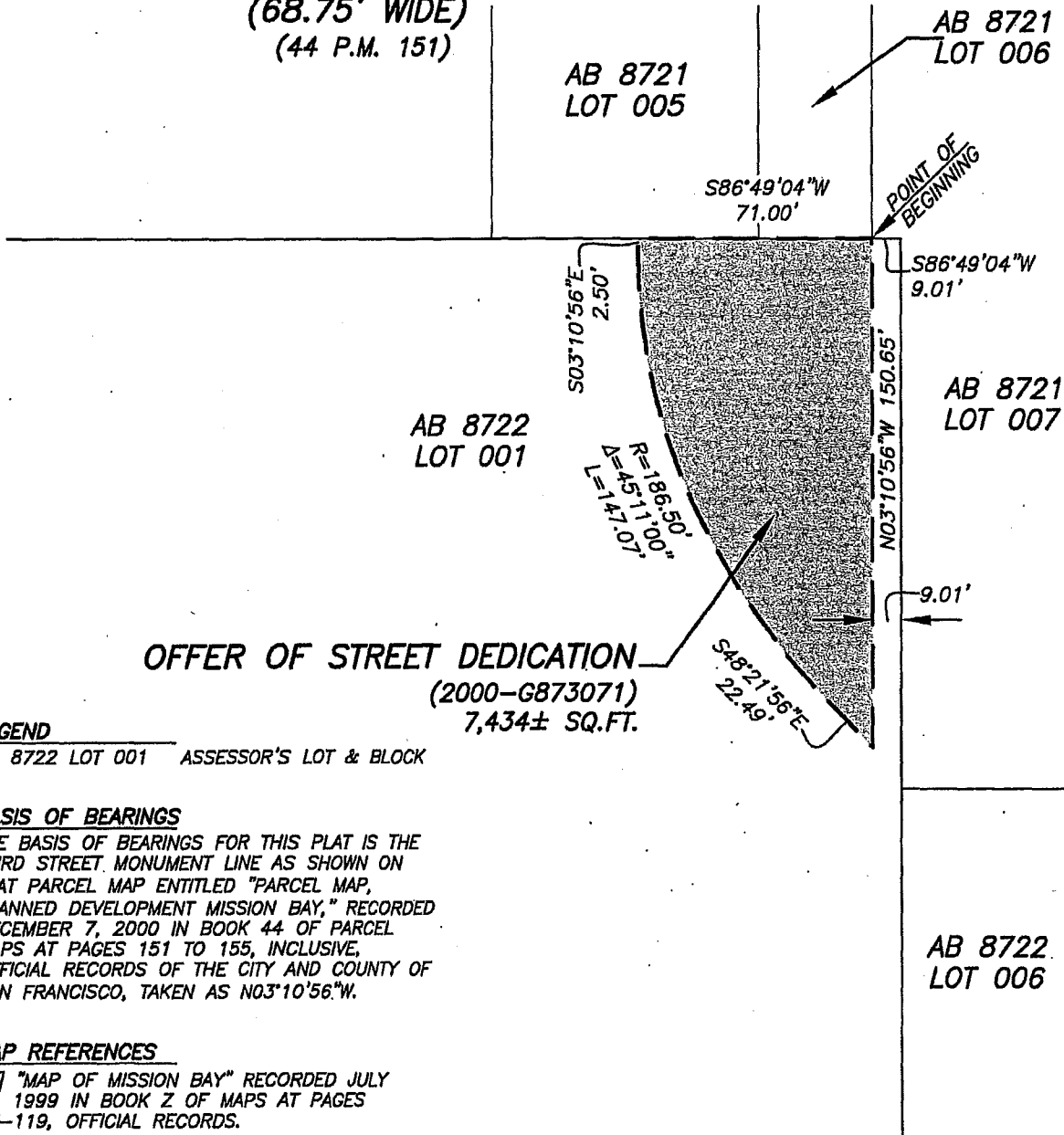
DEPICTION

[Attached]



FUTURE SOUTH STREET

(68.75' WIDE)
(44 P.M. 151)



OFFER OF STREET DEDICATION
(2000-G873071)
7,434± SQ.FT.

LEGEND

AB 8722 LOT 001 ASSESSOR'S LOT & BLOCK

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE THIRD STREET MONUMENT LINE AS SHOWN ON THAT PARCEL MAP ENTITLED "PARCEL MAP, PLANNED DEVELOPMENT MISSION BAY," RECORDED DECEMBER 7, 2000 IN BOOK 44 OF PARCEL MAPS AT PAGES 151 TO 155, INCLUSIVE, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, TAKEN AS N03°10'56"W.

MAP REFERENCES

[1] "MAP OF MISSION BAY" RECORDED JULY 19, 1999 IN BOOK Z OF MAPS AT PAGES 97-119, OFFICIAL RECORDS.

[2] "PARCEL MAP, PLANNED DEVELOPMENT MISSION BAY," RECORDED DECEMBER 7, 2000 IN BOOK 44 OF PARCEL MAPS AT PAGES 151 TO 155, OFFICIAL RECORDS.

SUBJECT: **PLAT TO ACCOMPANY LEGAL DESCRIPTION**

BY DR CHKD. BR DATE 9-29-15 NOT TO SCALE SHEET 1 OF 1 JOB NO. S-8647

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543-4500

**Free Recording Requested Pursuant to
Government Code Section 27383**

RECORDING REQUESTED BY:

City and County of San Francisco

WHEN RECORDED RETURN TO:

GSW ARENA LLC
c/o Gibson, Dunn & Crutcher LLP
555 Mission St., Suite 3000
San Francisco, California 94105
Attention: Neil Sekhri

Documentary Transfer Tax: \$

APN: PORTION OF BLOCK 8722, LOT 1

(Space above this line reserved for Recorder's use only)

**TERMINATION OF EASEMENT
AND
EASEMENT QUITCLAIM DEED**
Portions of Assessor's Block 8722, Lot 001
(Water Main Easement (94-F694796))

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), and GSW ARENA LLC, a Delaware limited liability company ("GSW") hereby enter into this Termination of Easement, and City hereby provides to GSW this Easement Quitclaim Deed, all in accordance with and subject to the following terms and conditions.

RECITALS

A. Pursuant to that certain Grant of Water Main Easement, dated as of September 23, 1994, which was recorded on October 3, 1994 as Document No. 94-F694796-00, Reel G229 Image 0461, in the office of the Recorder of the City and County of San Francisco (the "Grant of Easement"), Catellus Development Corporation, a Delaware corporation, as grantor, granted to City, as grantee, an easement (the "Water Main Easement") for the operation, maintenance, repair, replacement and removal of certain public water main pipeline facilities within the easement area described in the Grant of Easement (the "Easement Area"). The Easement Area is described in the attached Exhibit A and depicted on the attached Exhibit A-1. GSW is successor in interest to Catellus Development Corporation's interest in and to the Easement Area.

B. City is not presently operating any facilities in the Easement Area, and has accepted new public street or streets in place of the portions of the Easement Area in which the water main pipeline facilities are or were located, and has accepted certain replacement public improvements in such replacement street or streets, or has received offers of dedication for such areas and improvements.

C. GSW has requested that City terminate and abandon the Water Main Easement and record an easement quitclaim deed conveying City's interest in the Water Main Easement to GSW. City is willing to terminate and abandon the Water Main Easement and record an easement quitclaim deed conveying City's interest in the Water Main Easement to GSW on the terms and conditions set forth herein.

D. California Street and Highways Code Sections 8300 *et seq.* and San Francisco Public Works Code Section 787(a) set forth the procedures that the City and County of San Francisco follows to vacate public service easements, such as the Water Main Easement. In accordance with the proscribed procedures, the San Francisco Board of Supervisors authorized this Termination of Easement and Easement Quitclaim Deed and summarily vacated the Water Main Easement in Board of Supervisors Ordinance No. _____, adopted _____, 20__ (the "Authorizing Ordinance") subject to the satisfaction of certain conditions precedent described in such Authorizing Ordinance.

E. City has determined that the conditions precedent set forth in the Authorizing Ordinance have been satisfied.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, City and GSW hereby agree as follows.

PART I.

TERMINATION OF WATER MAIN EASEMENT

1. Recitals. The foregoing recital are true and correct and are incorporated herein by reference.
2. Abandonment and Acceptance of Facilities. City shall abandon in place, in their "As-Is" condition, without any representation or warranty of any kind by City, its officers, agents or employees (collectively, "Agents"), any water main pipeline and any appurtenances previously installed by or on behalf of City in the Easement Area or otherwise located in the Easement Area (the "Existing Facilities"), and City shall have no obligation to demolish or remove the Existing Facilities or to restore the surface or subsurface of the Easement Area. Effective as of the date this instrument is recorded (the "Termination Date"), City shall have no further obligation with respect to or liability for the Existing Facilities, and GSW hereby assumes the risk of, and waives and releases City and its Agents from all Claims (as defined below) for any injury, loss or damage to any person or property in or about the Easement Area resulting from or relating to the continued presence of the Existing Facilities in the Easement Area after the Termination Date. As used herein "Claims" any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (including, without limitation, reasonable attorneys' fees). GSW acknowledges that it intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect.
3. Termination of Easement; Acceptance of Transfer. The terms of the Grant of Easement and all rights, duties and obligations of the parties thereunder shall terminate upon the recording of this instrument. Neither party shall have any continuing obligation under the Grant of Easement from and after the Termination Date.

4. Binding Effect. This termination shall be binding upon, enforceable by and against and inure to the benefit of the parties and their respective successors and assigns.

PART II.

EASEMENT QUITCLAIM

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, hereby RELEASES, REMISES, and QUITCLAIMS to GSW ARENA LLC, a Delaware limited liability company, 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 and depicted on Exhibit A-1, both attached hereto and made a part hereof, by reason of the Grant of Easement described in Recital A above, and any right and interest in the Existing Facilities described in Paragraph 2 of the Termination of Water Main Easement section of this instrument.

Executed as of _____, 20__.

CITY AND COUNTY OF SAN FRANCISCO
a municipal corporation

By: _____
HARLAN L. KELLY, JR.
General Manager, Public Utilities Commission

RECOMMENDED:

LEGAL DESCRIPTION APPROVED:

By: _____
MOHAMMED NURU
Director of Public Works

By: _____
BRUCE R. STORRS
City and County Surveyor

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

[Signatures Continue on Next Page]

AGREED AND ACCEPTED
as of _____, 20__.

:

GSW ARENA LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (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)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

[Attached]

WATER MAIN EASEMENT (94-F694796)

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF A 15 FEET WIDE EASEMENT LYING 5 FEET WESTERLY OR NORTHERLY, AND 10 FEET EASTERLY OR SOUTHERLY OF THE CENTER LINE OF AN EXISTING 12" WATER MAIN AS DESCRIBED IN "EXHIBIT B EASEMENT DESCRIPTION" IN THAT CERTAIN DOCUMENT ENTITLED "GRANT OF WATER MAIN EASEMENT" RECORDED OCTOBER 3, 1994, DOCUMENT NO. 94-F694796, OFFICIAL RECORDS, MORE GENERALLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF ASSESSOR'S BLOCK NO. 8722 LOT 1 AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF MISSION BAY", RECORDED ON JULY 19, 1999 IN BOOK Z OF MAPS AT PAGES 97 THROUGH 119, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DISTANT THEREON N86°49'04"E 655.00 FEET FROM THE EASTERLY LINE OF 3RD STREET (100 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE N86°49'04"E 15.00 FEET; THENCE S03°10'56"E 286.75 FEET; THENCE S86°49'04"W 130.00 FEET TO THE EASTERLY LINE OF FORMER EL DORADO STREET; THENCE ALONG SAID LINE OF FORMER EL DORADO STREET N03°10'56"W 15.00 FEET; THENCE N86°49'04"E 115.00 FEET; THENCE N03°10'56"W 271.75 FEET TO THE SAID NORTHERLY LINE OF ASSESSOR'S BLOCK NO. 8722, LOT 1 AND THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK NO. 8722, LOT 1

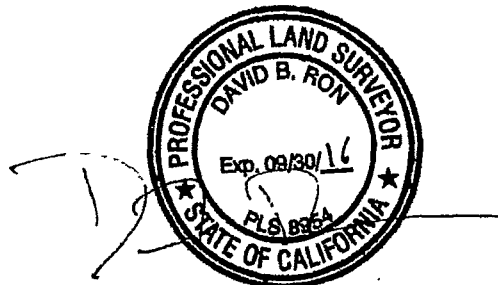


EXHIBIT A-1

DEPICTION

[Attached]

3RD STREET (100' WIDE)

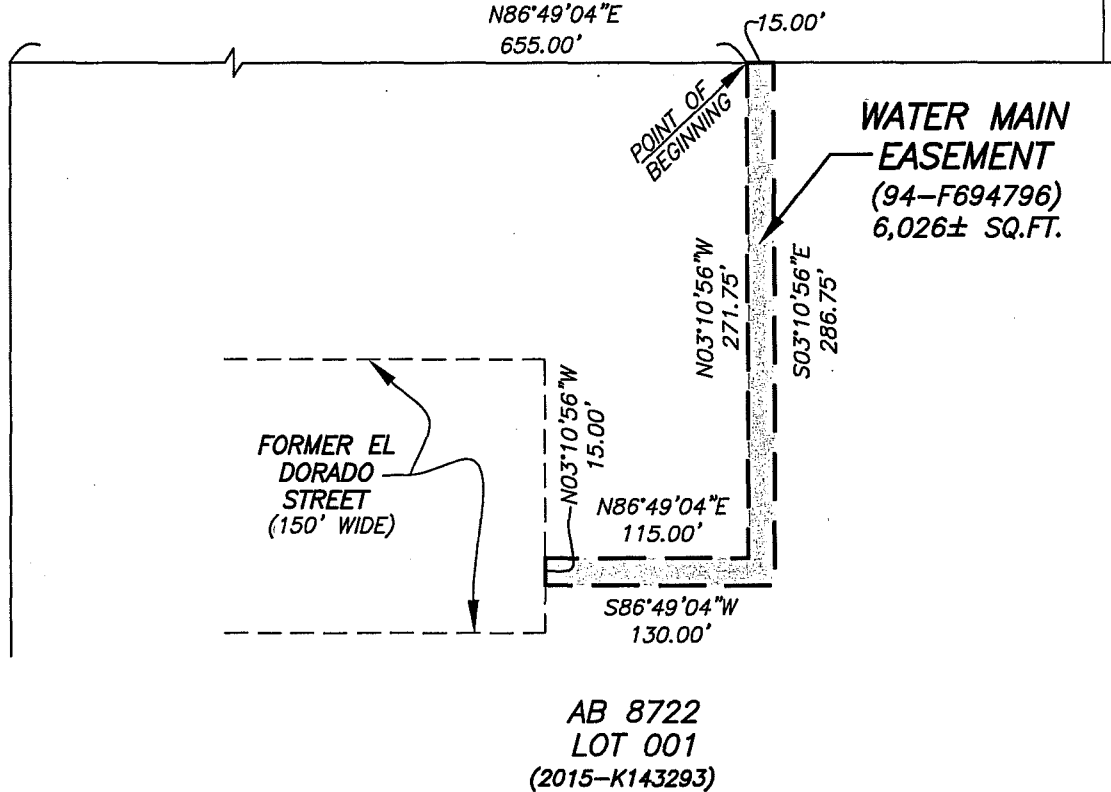
FUTURE SOUTH STREET

(68.75' WIDE)

(44 P.M. 151)

N86°49'04"E

655.00'



LEGEND

AB 8722 LOT 001 ASSESSOR'S LOT & BLOCK

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE THIRD STREET MONUMENT LINE AS SHOWN ON THAT PARCEL MAP ENTITLED "PARCEL MAP, PLANNED DEVELOPMENT MISSION BAY," RECORDED DECEMBER 7, 2000 IN BOOK 44 OF PARCEL MAPS AT PAGES 151 TO 155, INCLUSIVE, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, TAKEN AS N03°10'56"W.

MAP REFERENCES

- [1] "RECORD OF SURVEY MAP OF MISSION BAY" RECORDED JULY 28, 1992 IN MAP BOOK Y, AT PAGES 62-82, OFFICIAL RECORDS.
- [2] "MAP OF MISSION BAY" RECORDED JULY 19, 1999 IN BOOK Z OF MAPS AT PAGES 97-119, OFFICIAL RECORDS.
- [3] "PARCEL MAP, PLANNED DEVELOPMENT MISSION BAY," RECORDED DECEMBER 7, 2000 IN BOOK 44 OF PARCEL MAPS AT PAGES 151 TO 155, OFFICIAL RECORDS.

SUBJECT: **PLAT TO ACCOMPANY LEGAL DESCRIPTION**

BY DR CHKD. BR DATE 9-29-15 NOT TO SCALE SHEET 1 OF 1 JOB NO. S-8647

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543-4500

**Free Recording Requested Pursuant to
Government Code Section 27383**

RECORDING REQUESTED BY:

City and County of San Francisco

WHEN RECORDED RETURN TO:

GSW ARENA LLC
c/o Gibson, Dunn & Crutcher LLP
555 Mission St., Suite 3000
San Francisco, California 94105
Attention: Neil Sekhri

Documentary Transfer Tax: \$

APN: PORTION OF BLOCK 8722, LOT 1

(Space above this line reserved for Recorder's use only)

**TERMINATION OF EASEMENT
AND
EASEMENT QUITCLAIM DEED**

Portion of Assessor's Block 8722, Lot 001
(Reserved Sewer and Water Line Easement (1970-S54935))

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), and GSW ARENA LLC, a Delaware limited liability company ("GSW") hereby enter into this Termination of Easement, and City hereby provides to GSW this Easement Quitclaim Deed, all in accordance with and subject to the following terms and conditions.

RECITALS

A. Pursuant to that certain Quitclaim Deed, dated February 19, 1970, from City to Southern Pacific Transportation Company, which was recorded May 7, 1970 as Document S54935, Book B422, Page 454, in the office of the Recorder of the City and County of San Francisco, City reserved for itself an easement for sewer and water line purposes (the "Reserved Sewer and Water Line Easement"), within the easement area described in such quitclaim deed (the "Easement Area"). The Easement Area is described in the attached Exhibit A and depicted on the attached Exhibit A-1. GSW is successor in interest to Southern Pacific Transportation Company's interest in and to the Easement Area.

B. City is not presently operating any facilities in the Easement Area, and has accepted new public street or streets in place of the portions of the Easement Area in which the utility facilities are or were located, and has accepted certain replacement public improvements in such replacement street or streets, or has received offers of dedication for such areas and improvements.

C. GSW has requested that City terminate and abandon the Reserved Sewer and Water Line Easement and record an easement quitclaim deed conveying City's interest in the

Reserved Sewer and Water Line Easement to GSW. City is willing to terminate and abandon the Reserved Sewer and Water Line Easement and record an easement quitclaim deed conveying City's interest in the Reserved Sewer and Water Line Easement to GSW on the terms and conditions set forth herein.

D. California Street and Highways Code Sections 8300 *et seq.* and San Francisco Public Works Code Section 787(a) set forth the procedures that the City and County of San Francisco follows to vacate public service easements, such as the Reserved Sewer and Water Line Easement. In accordance with the proscribed procedures, the San Francisco Board of Supervisors authorized this Termination of Easement and Easement Quitclaim Deed and summarily vacated the Reserved Sewer and Water Line Easement in Board of Supervisors Ordinance No. _____, adopted _____, 20__ (the "Authorizing Ordinance") subject to the satisfaction of certain conditions precedent described in such Authorizing Ordinance.

E. City has determined that the conditions precedent set forth in the Authorizing Ordinance have been satisfied.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, City and GSW hereby agree as follows.

PART I.

TERMINATION OF RESERVED SEWER AND WATER LINE EASEMENT

1. Recitals. The foregoing recital are true and correct and are incorporated herein by reference.

2. Abandonment and Acceptance of Facilities. City shall abandon in place, in their "As-Is" condition, without any representation or warranty of any kind by City, its officers, agents or employees (collectively, "Agents"), any public sewer lines or water lines and related lines, pipes, conduits and other structures, equipment, fixtures and appurtenances previously installed by or on behalf of City in the Easement Area or otherwise located in the Easement Area (the "Existing Facilities"), and City shall have no obligation to demolish or remove the Existing Facilities or to restore the surface or subsurface of the Easement Area. Effective as of the date this instrument is recorded (the "Termination Date"), City shall have no further obligation with respect to or liability for the Existing Facilities, and GSW hereby assumes the risk of, and waives and releases City and its Agents from all Claims (as defined below) for any injury, loss or damage to any person or property in or about the Easement Area resulting from or relating to the continued presence of the Existing Facilities in the Easement Area after the Termination Date. As used herein "Claims" any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (including, without limitation, reasonable attorneys' fees). GSW acknowledges that it intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect.

3. Termination of Easement; Acceptance of Transfer. The Reserved Sewer and Water Line Easement and all rights, duties and obligations of the parties with respect thereto shall terminate upon the recording of this instrument.

4. Binding Effect. This termination shall be binding upon, enforceable by and against and inure to the benefit of the parties and their respective successors and assigns.

PART II.

EASEMENT QUITCLAIM

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, hereby RELEASES, REMISES, and QUITCLAIMS to GSW ARENA LLC, a Delaware limited liability company, 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 and depicted on Exhibit A-1, both attached hereto and made a part hereof, by reason of the reservation of easement described in Recital A above, and any right and interest in the Existing Facilities described in Paragraph 2 of the Termination of Reserved Sewer and Water Line Easement section of this instrument.

Executed as of _____, 20__.

CITY AND COUNTY OF SAN FRANCISCO
a municipal corporation

By: _____
HARLAN L. KELLY, JR.
General Manager, Public Utilities Commission

RECOMMENDED:

LEGAL DESCRIPTION APPROVED:

By: _____
MOHAMMED NURU
Director of Public Works

By: _____
BRUCE R. STORRS
City and County Surveyor

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

[Signatures Continue on Next Page]

AGREED AND ACCEPTED
as of _____, 20__.

:

GSW ARENA LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (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)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

[Attached]

SEWER AND WATER EASEMENT (B422 O.R. 454)

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS AN EXCEPTION AND RESERVATION IN PARCEL B OF THAT CERTAIN QUITCLAIM DEED RECORDED MAY 7, 1970 IN BOOK B422, PAGE 454, OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF 3RD STREET (100 FEET WIDE) DISTANT THEREON N03°10'56"W 417.00 FEET FROM THE NORTHERLY LINE OF 16TH STREET (90 FEET WIDE); THENCE ALONG SAID LINE OF THIRD STREET N03°10'56"W 25.00 FEET ; THENCE N86°49'04"E 180.00 FEET TO THE WESTERLY LINE OF FORMER ILLINOIS STREET; THENCE ALONG SAID LINE OF FORMER ILLINOIS STREET S03°10'56"E 25.00 FEET; THENCE S86°49'04"W 180.00 FEET TO THE EASTERLY LINE OF 3RD STREET AND THE POINT OF BEGINNING.

THE CENTERLINE OF SAID EASEMENT BEING 6.50 FEET NORTHERLY FROM THE CENTERLINE OF EL DORADO STREET AS SAID STREET EXISTED PRIOR TO THE VACATION THEREOF BY ORDINANCE NO. 303-69 ADOPTED BY THE BOARD OF SUPERVISORS ON OCTOBER 6, 1969.

BEING A PORTION OF ASSESSOR'S BLOCK NO. 8722, LOT 1

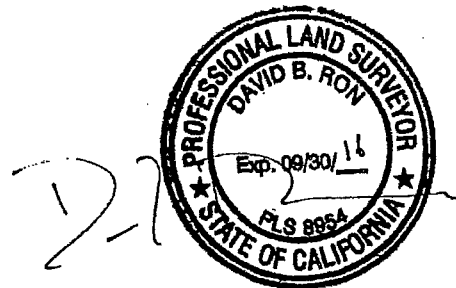


EXHIBIT A-1

DEPICTION

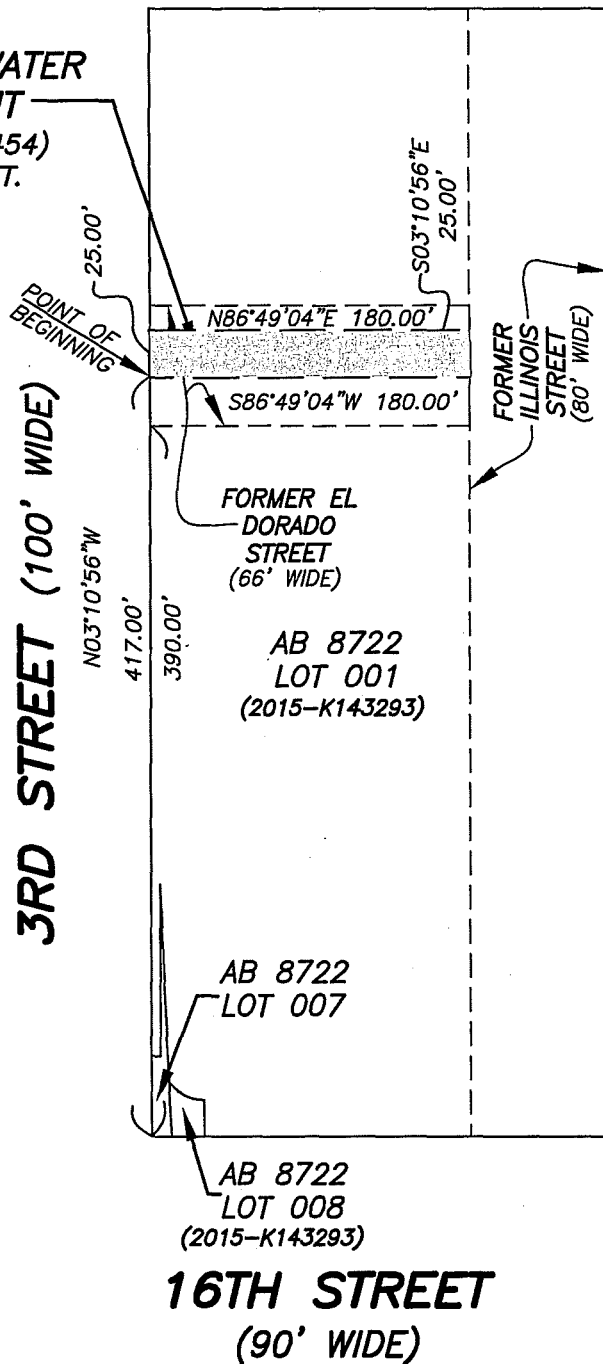
[Attached]

FUTURE SOUTH STREET

(68.75' WIDE)
(44 P.M. 151)
N86°49'04"E



SEWER & WATER
EASEMENT
(B422 O.R. 454)
4,500 SQ.FT.



LEGEND

AB 8722 LOT 001 ASSESSOR'S LOT & BLOCK

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE THIRD STREET MONUMENT LINE AS SHOWN ON THAT PARCEL MAP ENTITLED "PARCEL MAP, PLANNED DEVELOPMENT, MISSION BAY," RECORDED DECEMBER 7, 2000 IN BOOK 44 OF PARCEL MAPS AT PAGES 151 TO 155, INCLUSIVE, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, TAKEN AS N03°10'56"W.

MAP REFERENCES

[1] "RECORD OF SURVEY MAP OF MISSION BAY" RECORDED JULY 28, 1992 IN MAP BOOK Y, AT PAGES 62-82, OFFICIAL RECORDS.

[2] "MAP OF MISSION BAY" RECORDED JULY 19, 1999 IN BOOK Z OF MAPS AT PAGES 97-119, OFFICIAL RECORDS.

[3] "PARCEL MAP, PLANNED DEVELOPMENT MISSION BAY," RECORDED DECEMBER 7, 2000 IN BOOK 44 OF PARCEL MAPS AT PAGES 151 TO 155, OFFICIAL RECORDS.

SUBJECT: **PLAT TO ACCOMPANY LEGAL DESCRIPTION**

BY DR CHKD. BR DATE 9-29-15 NOT TO SCALE SHEET 1 OF 1 JOB NO. S-8647

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543-4500

**Free Recording Requested Pursuant to
Government Code Section 27383**

RECORDING REQUESTED BY:

City and County of San Francisco

WHEN RECORDED RETURN TO:

GSW ARENA LLC
c/o Gibson, Dunn & Crutcher LLP
555 Mission St., Suite 3000
San Francisco, California 94105
Attention: Neil Sekhri

Documentary Transfer Tax is ZERO
APN: PORTIONS OF BLOCK 8722, LOT 1

(Space above this line reserved for Recorder's use only)

**TERMINATION OF EASEMENT
AND
EASEMENT QUITCLAIM DEED**
Portions of Assessor's Block 8722, Lot 001
(Waterline Easement (99-G622172-00))

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), and GSW ARENA LLC, a Delaware limited liability company ("GSW") hereby enter into this Termination of Easement, and City hereby provides to GSW this Easement Quitclaim Deed, all in accordance with and subject to the following terms and conditions.

RECITALS

A. Pursuant to that certain Easement Agreement (City Water Line Easement), dated as of June 30, 1999, which was recorded on July 19, 1999 as Document No. 99-G622172-00, Reel H429 Image 0524, in the office of the Recorder of the City and County of San Francisco (the "Grant of Easement"), Catellus Development Corporation, a Delaware corporation, as grantor, granted to City, as grantee, an easement (the "Waterline Easement") for the operation, maintenance, repair, and removal of certain public utility facilities within the easement area described in the Grant of Easement (the "Easement Area"). The Easement Area is described in the attached Exhibit A and depicted on the attached Exhibit A-1. GSW is successor in interest to Catellus Development Corporation's interest in and to the Easement Area.

B. City is not presently operating any facilities in the Easement Area, and has accepted new public street or streets in place of the portions of the Easement Area in which the utility facilities are or were located, and has accepted certain replacement public improvements in such replacement street or streets, or has received offers of dedication for such areas and improvements.

C. GSW has requested that City terminate and abandon the Waterline Easement and record an easement quitclaim deed conveying City's interest in the Waterline Easement to GSW. City is willing to terminate and abandon the Waterline Easement and record an easement quitclaim deed conveying City's interest in the Waterline Easement to GSW on the terms and conditions set forth herein.

D. California Street and Highways Code Sections 8300 *et seq.* and San Francisco Public Works Code Section 787(a) set forth the procedures that the City and County of San Francisco follows to vacate public service easements, such as the Waterline Easement. In accordance with the proscribed procedures, the San Francisco Board of Supervisors authorized this Termination of Easement and Easement Quitclaim Deed and summarily vacated the Waterline Easement in Board of Supervisors Ordinance No. _____, adopted _____, 20__ (the "Authorizing Ordinance") subject to the satisfaction of certain conditions precedent described in such Authorizing Ordinance.

E. City has determined that the conditions precedent set forth in the Authorizing Ordinance have been satisfied.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, City and GSW hereby agree as follows.

PART I.

TERMINATION OF WATERLINE EASEMENT

1. Recitals. The foregoing recital are true and correct and are incorporated herein by reference.

2. Abandonment and Acceptance of Facilities. City shall abandon in place, in their "As-Is" condition, without any representation or warranty of any kind by City, its officers, agents or employees (collectively, "Agents"), any public utility facilities, including lines, pipes, conduits and other structures, equipment, fixtures and appurtenances previously installed by or on behalf of City in the Easement Area or otherwise located in the Easement Area (the "Existing Facilities"), and City shall have no obligation to demolish or remove the Existing Facilities or to restore the surface or subsurface of the Easement Area. Effective as of the date this instrument is recorded (the "Termination Date"), City shall have no further obligation with respect to or liability for the Existing Facilities, and GSW hereby assumes the risk of, and waives and releases City and its Agents from all Claims (as defined below) for any injury, loss or damage to any person or property in or about the Easement Area resulting from or relating to the continued presence of the Existing Facilities in the Easement Area after the Termination Date. As used herein "Claims" any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (including, without limitation, reasonable attorneys' fees). GSW acknowledges that it intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect.

3. Termination of Easement; Acceptance of Transfer. The terms of the Grant of Easement and all rights, duties and obligations of the parties thereunder shall terminate upon the recording of this instrument. Neither party shall have any continuing obligation under the Grant of Easement from and after the Termination Date.

4. Binding Effect. This termination shall be binding upon, enforceable by and against and inure to the benefit of the parties and their respective successors and assigns.

PART II.

EASEMENT QUITCLAIM

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, hereby RELEASES, REMISES, and QUITCLAIMS to GSW ARENA LLC, a Delaware limited liability company, 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 and depicted on Exhibit A-1, both attached hereto and made a part hereof, by reason of the Grant of Easement described in Recital A above, and any right and interest in the Existing Facilities described in Paragraph 2 of the Termination of Waterline Easement section of this instrument.

Executed as of _____, 20__.

CITY AND COUNTY OF SAN FRANCISCO
a municipal corporation

By: _____
HARLAN L. KELLY, JR.
General Manager, Public Utilities Commission

RECOMMENDED:

LEGAL DESCRIPTION APPROVED:

By: _____
MOHAMMED NURU
Director of Public Works

By: _____
BRUCE R. STORRS
City and County Surveyor

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

[Signatures Continue on Next Page]

AGREED AND ACCEPTED
as of _____, 20__.

:

GSW ARENA LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (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)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

[Attached]

CITY WATER LINE EASEMENT (99-G622172)

PARCEL 1

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA BEING A PORTION OF AN EASEMENT DESCRIBED IN "EXHIBIT A (SV-1) (ILLINOIS STREET) PARCEL 1" IN THAT CERTAIN DOCUMENT ENTITLED "EASEMENT AGREEMENT (CITY WATER LINE EASEMENT)" RECORDED JULY 19, 1999, DOCUMENT NO. 99-G622172, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, 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 WESTERLY LINE OF FORMER ILLINOIS STREET (80 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF FORMER ILLINOIS STREET NORTH $03^{\circ}10'56''$ WEST 618.75 FEET TO THE NORTHERLY LINE OF ASSESSOR'S BLOCK NO. 8722, LOT 1 AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF MISSION BAY", RECORDED ON JULY 19, 1999 IN BOOK Z OF MAPS AT PAGES 97 THROUGH 119, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA; THENCE ALONG SAID NORTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 80.00 FEET TO THE EASTERLY LINE OF FORMER ILLINOIS STREET; THENCE ALONG SAID LINE OF FORMER ILLINOIS STREET SOUTH $03^{\circ}10'56''$ EAST 618.75 FEET TO THE NORTHERLY LINE OF SIXTEENTH STREET; THENCE ALONG SAID LINE OF SIXTEENTH STREET SOUTH $86^{\circ}49'04''$ WEST 80.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK NO. 8722, LOT 1

PARCEL 2

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA BEING THE EASEMENT DESCRIBED IN "EXHIBIT A (SV-2) (EL DORADO STREET) PARCEL 2" IN THAT CERTAIN DOCUMENT ENTITLED "EASEMENT AGREEMENT (CITY WATER LINE EASEMENT)" RECORDED JULY 19, 1999, DOCUMENT NO. 99-G622172, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, 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 EL DORADO STREET (150.00 FEET WIDE) AND THE EASTERLY LINE OF FORMER ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG

Page 2 of 2

CITY WATER LINE EASEMENT (99-G622172)

SAID NORTHERLY LINE OF FORMER EL DORADO STREET NORTH $86^{\circ}49'04''$ EAST 280.00 FEET TO THE EASTERLY LINE OF FORMER MICHIGAN STREET (80.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY EXTENSION OF SAID EASTERLY LINE SOUTH $03^{\circ}10'56''$ EAST 150.00 FEET TO THE SOUTHERLY LINE OF SAID FORMER EL DORADO STREET; THENCE ALONG SAID SOUTHERLY LINE SOUTH $86^{\circ}49'04''$ WEST 280.00 FEET TO SAID EASTERLY LINE OF FORMER ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE NORTH $03^{\circ}10'56''$ WEST 150.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK NO. 8722, LOT 1

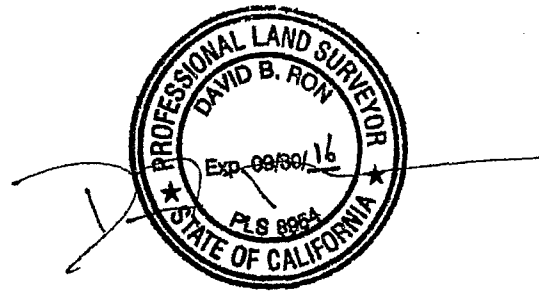


EXHIBIT A-1

DEPICTION

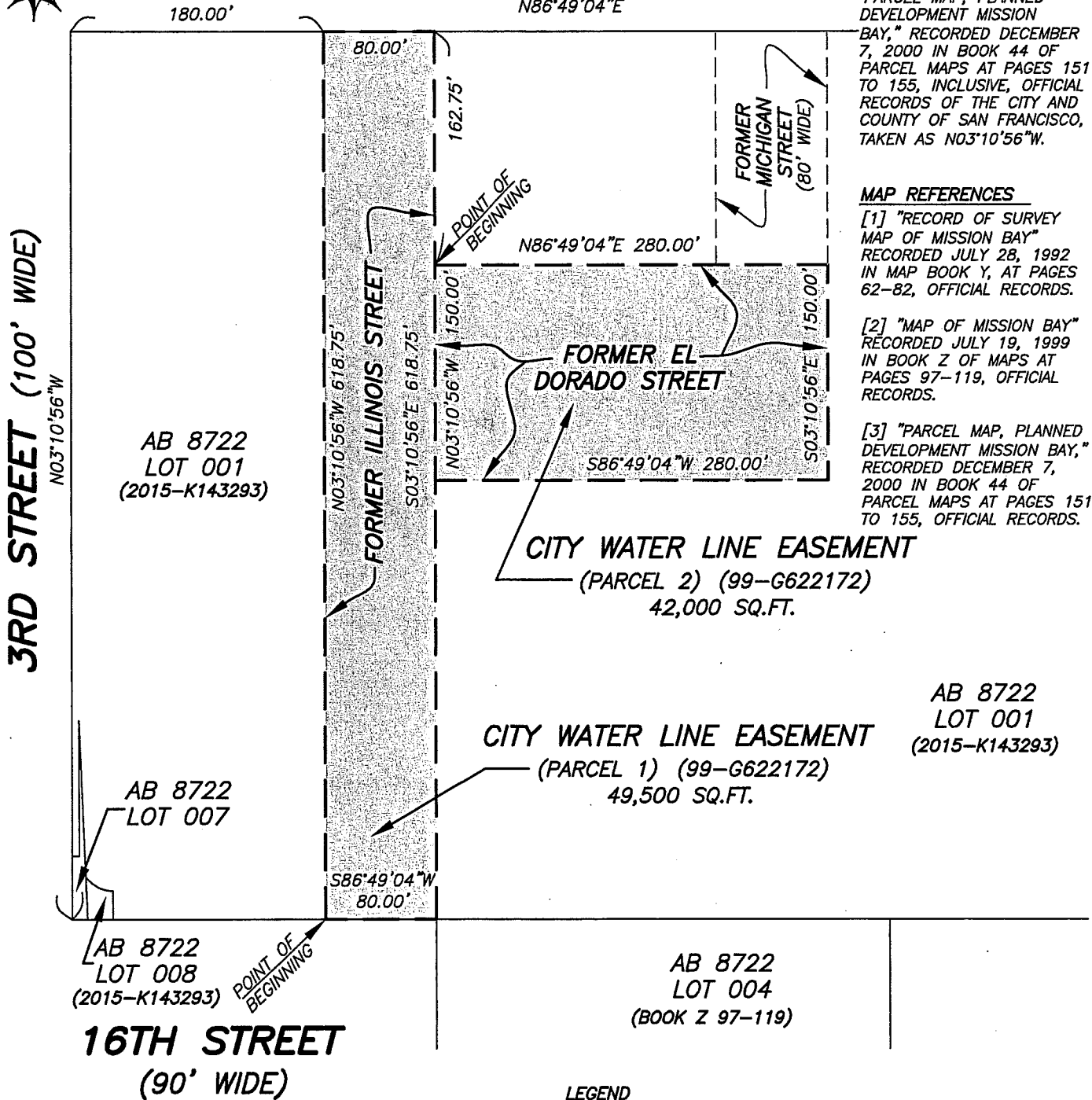
[Attached]



FUTURE SOUTH STREET
(68.75' WIDE)
(44 P.M. 151)
N86°49'04"E

BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS PLAT IS THE THIRD STREET MONUMENT LINE AS SHOWN ON THAT PARCEL MAP ENTITLED "PARCEL MAP, PLANNED DEVELOPMENT MISSION BAY," RECORDED DECEMBER 7, 2000 IN BOOK 44 OF PARCEL MAPS AT PAGES 151 TO 155, INCLUSIVE, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, TAKEN AS N03°10'56"W.

MAP REFERENCES
[1] "RECORD OF SURVEY MAP OF MISSION BAY" RECORDED JULY 28, 1992 IN MAP BOOK Y, AT PAGES 62-82, OFFICIAL RECORDS.
[2] "MAP OF MISSION BAY" RECORDED JULY 19, 1999 IN BOOK Z OF MAPS AT PAGES 97-119, OFFICIAL RECORDS.
[3] "PARCEL MAP, PLANNED DEVELOPMENT MISSION BAY," RECORDED DECEMBER 7, 2000 IN BOOK 44 OF PARCEL MAPS AT PAGES 151 TO 155, OFFICIAL RECORDS.



LEGEND
AB 8722 LOT 001 ASSESSOR'S LOT & BLOCK

SUBJECT: **PLAT TO ACCOMPANY LEGAL DESCRIPTION**

BY DR CHKD. BR DATE 9-29-15 NOT TO SCALE SHEET 1 OF 1 JOB NO. S-8647

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543-4500

**Free Recording Requested Pursuant to
Government Code Section 27383**

RECORDING REQUESTED BY:

City and County of San Francisco

WHEN RECORDED RETURN TO:

GSW ARENA LLC
c/o Gibson, Dunn & Crutcher LLP
555 Mission St., Suite 3000
San Francisco, California 94105
Attention: Neil Sekhri

Documentary Transfer Tax is ZERO
APN: PORTIONS OF BLOCK 8722, LOT 1

(Space above this line reserved for Recorder's use only)

**TERMINATION OF EASEMENT
AND
EASEMENT QUITCLAIM DEED**

Portions of Assessor's Block 8722, Lot 001
(Storm/Sewer Easement (99-G622173-00))

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), and GSW ARENA LLC, a Delaware limited liability company ("GSW") hereby enter into this Termination of Easement, and City hereby provides to GSW this Easement Quitclaim Deed, all in accordance with and subject to the following terms and conditions.

RECITALS

A. Pursuant to that certain Easement Agreement (City Storm/Sewer Easement), dated as of June 30, 1999, which was recorded on July 19, 1999 as Document No. 99-G622173-00, Reel H429 Image 0525, in the office of the Recorder of the City and County of San Francisco (the "Grant of Easement"), Catellus Development Corporation, a Delaware corporation, as grantor, granted to City, as grantee, an easement (the "Storm/Sewer Easement") for the operation, maintenance, repair, and removal of certain public storm sewer line facilities within the easement area described in the Grant of Easement (the "Easement Area"). The Easement Area is described in the attached Exhibit A and depicted on the attached Exhibit A-1. GSW is successor in interest to Catellus Development Corporation's interest in and to the Easement Area.

B. City is not presently operating any facilities in the Easement Area, and has accepted new public street or streets in place of the portions of the Easement Area in which the utility facilities are or were located, and has accepted certain replacement public improvements in such replacement street or streets, or has received offers of dedication for such areas and improvements.

C. GSW has requested that City terminate and abandon the Storm/Sewer Easement and record an easement quitclaim deed conveying City's interest in the Storm/Sewer Easement to GSW. City is willing to terminate and abandon the Storm/Sewer Easement and record an easement quitclaim deed conveying City's interest in the Storm/Sewer Easement to GSW on the terms and conditions set forth herein.

D. California Street and Highways Code Sections 8300 *et seq.* and San Francisco Public Works Code Section 787(a) set forth the procedures that the City and County of San Francisco follows to vacate public service easements, such as the Storm/Sewer Easement. In accordance with the proscribed procedures, the San Francisco Board of Supervisors authorized this Termination of Easement and Easement Quitclaim Deed and summarily vacated the Storm/Sewer Easement in Board of Supervisors Ordinance No. _____, adopted _____, 20__ (the "Authorizing Ordinance") subject to the satisfaction of certain conditions precedent described in such Authorizing Ordinance.

E. City has determined that the conditions precedent set forth in the Authorizing Ordinance have been satisfied.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, City and GSW hereby agree as follows.

PART I.

TERMINATION OF STORM/SEWER EASEMENT

1. Recitals. The foregoing recital are true and correct and are incorporated herein by reference.

2. Abandonment and Acceptance of Facilities. City shall abandon in place, in their "As-Is" condition, without any representation or warranty of any kind by City, its officers, agents or employees (collectively, "Agents"), any public storm sewer lines and related lines, pipes, conduits and other structures, equipment, fixtures and appurtenances previously installed by or on behalf of City in the Easement Area or otherwise located in the Easement Area (the "Existing Facilities"), and City shall have no obligation to demolish or remove the Existing Facilities or to restore the surface or subsurface of the Easement Area. Effective as of the date this instrument is recorded (the "Termination Date"), City shall have no further obligation with respect to or liability for the Existing Facilities, and GSW hereby assumes the risk of, and waives and releases City and its Agents from all Claims (as defined below) for any injury, loss or damage to any person or property in or about the Easement Area resulting from or relating to the continued presence of the Existing Facilities in the Easement Area after the Termination Date. As used herein "Claims" any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (including, without limitation, reasonable attorneys' fees). GSW acknowledges that it intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect.

3. Termination of Easement; Acceptance of Transfer. The terms of the Grant of Easement and all rights, duties and obligations of the parties thereunder shall terminate upon the recording of this instrument. Neither party shall have any continuing obligation under the Grant of Easement from and after the Termination Date.

4. Binding Effect. This termination shall be binding upon, enforceable by and against and inure to the benefit of the parties and their respective successors and assigns.

PART II.

EASEMENT QUITCLAIM

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, hereby RELEASES, REMISES, and QUITCLAIMS to GSW ARENA LLC, a Delaware limited liability company, 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 and depicted on Exhibit A-1, both attached hereto and made a part hereof, by reason of the Grant of Easement described in Recital A above, and any right and interest in the Existing Facilities described in Paragraph 2 of the Termination of Storm/Sewer Easement section of this instrument.

Executed as of _____, 20__.

CITY AND COUNTY OF SAN FRANCISCO
a municipal corporation

By: _____
HARLAN L. KELLY, JR.
General Manager, Public Utilities Commission

RECOMMENDED:

LEGAL DESCRIPTION APPROVED:

By: _____
MOHAMMED NURU
Director of Public Works

By: _____
BRUCE R. STORRS
City and County Surveyor

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

[Signatures Continue on Next Page]

AGREED AND ACCEPTED
as of _____, 20__.

:

GSW ARENA LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (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)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

[Attached]

CITY STORM/SEWER EASEMENT (99-G622173)

PARCEL 1

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA BEING A PORTION OF AN EASEMENT DESCRIBED IN "EXHIBIT A (SV-1) (ILLINOIS STREET) PARCEL 1" IN THAT CERTAIN DOCUMENT ENTITLED "EASEMENT AGREEMENT (CITY STORM/SEWER EASEMENT)" RECORDED JULY 19, 1999, DOCUMENT NO. 99-G622173, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, 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 WESTERLY LINE OF FORMER ILLINOIS STREET (80 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF FORMER ILLINOIS STREET NORTH $03^{\circ}10'56''$ WEST 618.75 FEET TO THE NORTHERLY LINE OF ASSESSOR'S BLOCK NO. 8722, LOT 1 AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF MISSION BAY", RECORDED ON JULY 19, 1999 IN BOOK Z OF MAPS AT PAGES 97 THROUGH 119, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA; THENCE ALONG SAID NORTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 80.00 FEET TO THE EASTERLY LINE OF FORMER ILLINOIS STREET; THENCE ALONG SAID LINE OF FORMER ILLINOIS STREET SOUTH $03^{\circ}10'56''$ EAST 618.75 FEET TO THE NORTHERLY LINE OF SIXTEENTH STREET; THENCE ALONG SAID LINE OF SIXTEENTH STREET SOUTH $86^{\circ}49'04''$ WEST 80.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK NO. 8722, LOT 1

PARCEL 2

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA BEING THE EASEMENT DESCRIBED IN "EXHIBIT A (SV-2) (EL DORADO STREET) PARCEL 2" IN THAT CERTAIN DOCUMENT ENTITLED "EASEMENT AGREEMENT (CITY STORM/SEWER EASEMENT)" RECORDED JULY 19, 1999, DOCUMENT NO. 99-G622173, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, 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 EL DORADO STREET (150.00 FEET WIDE) AND THE EASTERLY LINE OF FORMER ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG

CITY STORM/SEWER EASEMENT (99-G622173)

SAID NORTHERLY LINE OF FORMER EL DORADO STREET NORTH $86^{\circ}49'04''$ EAST 280.00 FEET TO THE EASTERLY LINE OF FORMER MICHIGAN STREET (80.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY EXTENSION OF SAID EASTERLY LINE SOUTH $03^{\circ}10'56''$ EAST 150.00 FEET TO THE SOUTHERLY LINE OF SAID FORMER EL DORADO STREET; THENCE ALONG SAID SOUTHERLY LINE SOUTH $86^{\circ}49'04''$ WEST 280.00 FEET TO SAID EASTERLY LINE OF FORMER ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE NORTH $03^{\circ}10'56''$ WEST 150.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK NO. 8722, LOT 1

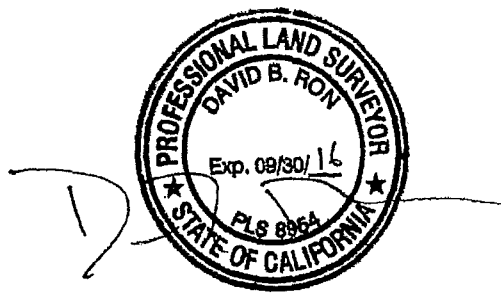


EXHIBIT A-1

DEPICTION

[Attached]

NOTE: THIS EXTENDS THE TERM OF THE AGREEMENT COVERING THE TEMPORARY MAINTENANCE AND USE OF CERTAIN INTERIM FACILITIES (TERRY FRANCOIS CONNECTOR ROAD) THAT ARE PART OF THE INTERIM PHASE 1 REQUIRED INFRASTRUCTURE UNDER THE MISSION BAY SOUTH BLOCK 8721 PHASE 1 PUBLIC IMPROVEMENT AGREEMENT.

EXTENSION AGREEMENT

(Maintenance and Temporary City Access and Use— Terry Francois Connector Road)

This Extension Agreement (Maintenance and Temporary City Access and Use — Terry Francois Connector Road) ("**Extension Agreement**") is made by and between FOCIL-MB, LLC, a Delaware limited liability company ("**FOCIL**"), and the City and County of San Francisco, a municipal corporation, acting by and through its Director of Real Estate ("**City**"), and is dated for reference purposes only as of _____, 20__ (the "**Execution Date**") with reference to the following facts:

A. FOCIL's predecessor in interest, Catellus Development Corporation, a Delaware corporation ("**Catellus**") and City have entered into that certain "Agreement (Temporary City Access and Use — Terry Francois Connector Road)," dated August 30, 2002 (the "**Agreement**"), whereby Catellus granted to City a nonexclusive temporary license for the use, maintenance and repair of an interim roadway segment referred to in the Agreement as the "Connector Road", together with the property on which the Connector Road is located, as depicted on **Exhibit A** (the "**Original Property**"), for the term specified in Section 4 of the Agreement, on the terms and conditions set forth in the Agreement. Unless otherwise defined herein, all capitalized words and terms used in this Extension Agreement shall have the meanings given to them in the Agreement.

B. The term of the Agreement has expired, however the City desires to continue the temporary use of the Connector Road and the Original Property for pedestrian and vehicular access and utility purposes.

C. That portion of the Original Property depicted on **Exhibit B** hereto (the "**FOCIL Property**") is owned in fee by FOCIL. FOCIL or its predecessor previously transferred to others that portion of the Original Property depicted on **Exhibit C** hereto (the "**GSW Property**"), and the GSW Property is presently owned in fee by GSW Arena LLC, a Delaware limited liability company ("**GSW**").

D. City has obtained authorization for a retroactive extension of the Temporary License from its Board of Supervisors, and FOCIL is willing to consent to such extension, as set forth in this Extension Agreement.

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. Extension. City and FOCIL hereby agree to the extension of the Temporary License as set forth in the Agreement, retroactively from August 1, 2003, to December 31, 2020,

(unless terminated earlier in accordance with the provisions of Section 4(b) of the Agreement, or unless extended (by not more than five (5) years) by written notice to FOCIL from City's Director of Real Estate and the Director of City's Department of Public Works, jointly, in their respective sole discretion, prior to such date, with FOCIL's consent, which shall not be unreasonably withheld), and the term of the Temporary License is so extended. City acknowledges that the Temporary License is nonexclusive and is effective only insofar as the rights of FOCIL in the Property are concerned, and City shall obtain any further permission necessary because of any other existing rights of GSW or others affecting the Property.

2. Miscellaneous.

(a) Ratification. Except as modified by this Extension Agreement, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect and are hereby ratified and confirmed.

(b) Conflicts. To the extent the terms of the Agreement and this Extension Agreement are inconsistent, the terms of this Extension Agreement shall control.

(c) Entire Agreement. This Extension Agreement contains the entire agreement of FOCIL and City with respect to the subject matter hereof. It is understood that there are no oral agreements between FOCIL and City affecting the extension of the term of the Agreement, and this Extension Agreement supersedes and cancels any and all previous negotiations, representations, agreements and understandings, if any, between FOCIL and City and their respective agents with respect to the subject matter hereof.

3. Representations and Warranties. FOCIL represents, warrants and covenants to City the following:

(a) Good Standing. FOCIL is a limited liability company validly existing and in good standing under the laws of the State of Delaware.

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

4. Exclusive Benefit of Parties. The provisions of this Extension Agreement are for the exclusive benefit of FOCIL and City 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 Extension Agreement shall not be deemed to have conferred any rights upon any person except FOCIL and City. .

5. Severability. If any provision of this Extension Agreement shall to any extent be invalid or unenforceable, the remainder of this Extension 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 Extension Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

(signatures on following page)

IN WITNESS WHEREOF, this Extension Agreement has been executed by the parties hereto on _____, 20__.

FOCIL-MB, LLC,
a Delaware limited liability company

By: Farallon Capital Management, LLC,
a Delaware limited liability company
Its: Managing Member

By: _____

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
JOHN UPDIKE
Director of Real Estate

RECOMMENDED:

By: _____
MOHAMMED NURU
Director of Public Works

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney

By: _____
Anita L. Wood
Deputy City Attorney

EXHIBIT A
Depiction of Original Property
(See attached)

EXHIBIT B
Depiction of FOCIL Property
(See attached)

EXHIBIT C
Depiction of GSW Property
(See attached)

NOTE: THIS AGREEMENT COVERS THE TEMPORARY USE OF CERTAIN INTERIM FACILITIES (TERRY FRANCOIS CONNECTOR ROAD) THAT ARE PART OF THE INTERIM PHASE 1 REQUIRED INFRASTRUCTURE UNDER THE MISSION BAY SOUTH BLOCK 8721 PHASE 1 PUBLIC IMPROVEMENT AGREEMENT

AGREEMENT

(Temporary City Access and Use — GSW Portion of Terry Francois Connector Road)

This Agreement (Temporary City Access and Use — GSW Portion of Terry Francois Connector Road) ("**Agreement**") is made by and between GSW Arena LLC, a Delaware limited liability company ("**GSW**"), and the City and County of San Francisco, a municipal corporation, acting by and through its Director of Property ("**City**"), and is dated for reference purposes only as of _____, 20__ (the "**Execution Date**"), with reference to the following facts:

A. FOCIL-MB, LLC, a Delaware limited liability company ("**FOCIL**"), or its predecessor Catellus Development Company, or an affiliate or successor thereto, and their respective agents, have constructed, is constructing, or has caused or is causing to be constructed certain permanent right-of-way improvements and associated improvements or facilities, including certain utility facilities described as the "Phase 1 Required Infrastructure" in the Mission Bay South Block 8721 Phase 1 Public Improvement Agreement, dated December 4, 2000 (the "**PIA**"). The Phase 1 Required Infrastructure includes certain interim facilities described in the PIA as "**Interim Phase 1 Required Improvements**."

B. The Interim Phase 1 Required Infrastructure includes an interim roadway segment that connects the permanent portion of the new or relocated Terry Francois Boulevard being constructed under the PIA to the existing Terry Francois Boulevard (the "**Connector Road**") in an area adjacent to Block 8722-1. The improvements described in the SIP (the "**Improvements**"), are located on certain property (the "**Improvement Area**") depicted on **Exhibit A** hereto.

C. That portion of the Improvement Area depicted on **Exhibit B** hereto (the "**License Area**") is owned in fee by GSW. GSW has no contractual obligation to construct, install, maintain, repair, replace, and/or warrant any of the Improvements, wherever located.

D. The Connector Road has been determined to be either complete or substantially complete by the City's Director of the Department of Public Works ("**Director**").

E. The City desires to continue to use the Connector Road for pedestrian and vehicular access and utility purposes.

F. This Agreement addresses the temporary use of and access to the Improvements in the License Area (the "**License Area Improvements**"), to the extent (if any) GSW has an interest therein, and a temporary license for the License Area. This Agreement does not grant

any rights with respect to real property other than the License Area or with respect to improvements other than the License Area Improvements.

G. Unless otherwise defined in this Agreement, all initially capitalized terms used in this Agreement shall have the meanings given them in the Mission Bay South Redevelopment Plan, and the Plan Documents, as described therein.

H. All terms, obligations and responsibilities set forth herein shall commence as of the "**Commencement Date**" (as defined below).

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 Temporary License. Subject to the provisions of this Agreement, GSW hereby grants to City a non-exclusive temporary license for the use of the License Area Improvements, to the extent (if any) of GSW's interest therein, and for access in, on and over the License Area, for public pedestrian and vehicular access by City and its officers, employees, agents, contractors, subcontractors, and invitees, including, without limitation, the general public, for sidewalk, street and roadway purposes ("**Temporary License**") for the term specified in Section 4 below.

2. Limitation on Use. City acknowledges that the Temporary License herein granted is nonexclusive and is effective only insofar as the rights of GSW in the License Area and License Area Improvements are concerned, and City shall obtain any further permission necessary because of any other existing rights affecting the License Area or any other portion of the Improvement Area. City agrees that the use of the Temporary License granted herein shall not (a) unreasonably impede work required to be performed by a private or public utility company to repair or maintain any functioning, in-place utility facility located in, on or under the License Area or to install new utility facilities in the License Area, subject to obtaining any required permits or other authorizations, provided that GSW shall use reasonable efforts to attempt to cause the utility to perform such work in a manner that will not unreasonably interfere with City's use of the License Area Improvements, at no additional cost to GSW, or (b) unreasonably impede the use of the License Area or applicable portions thereof of the Phase 1 Required Infrastructure on, under or above the Connector Road to fulfill FOCIL's obligations in connection with the PIA, and any authorized amendments thereto, without incurring additional costs or delay, or (c) unreasonably impede the use of the Connector Road, or applicable portions thereof, by FOCIL or its invitees in a manner consistent with the Temporary License.

3. DPW Notification and Approval Requirements. The Director has the right to approve the location of any public or private improvements, facilities, or utilities to be located on, in or under the License Area. In connection with any approval provided by the Director under this Section, the Director shall make reasonable efforts, at no additional cost to City, to attempt to coordinate and consolidate any work to be performed by City or any licensee or permittee in the License Area with any work to be performed by GSW or any licensee or permittee to minimize the disruption and interference with the use of the License Area or development or existing uses of immediately adjacent properties. A request for approval under this Section ("**Utility Placement Approval Request**") shall be made to the Director in writing,

delivered by messenger or certified mail, and shall, where applicable, include the contact information for the utility company and a plat showing the proposed location for placement of the utility lines on, in or under the License Area or adjoining properties. The Director shall have ten (10) days from the date of delivery of the Utility Placement Approval Request to approve or disapprove such request. The Utility Placement Approval Request shall be deemed approved if the Director or the Director's designee does not make a response within the ten (10) day approval period. All Utility Placement Approval Requests made to the Director or the Director's designee shall display prominently on the envelope enclosing such request and the first page of such request, substantially the following words: **"UTILITY PLACEMENT APPROVAL REQUEST FOR MISSION BAY. IMMEDIATE ATTENTION REQUIRED; FAILURE TO RESPOND COULD RESULT IN THE REQUEST BEING DEEMED APPROVED."** The parties acknowledge that, in addition, any private or public utility provider subject to the approval requirements of this Section may also be subject to additional requirements imposed by City, including that such utility provider relocate its utility facilities at its sole cost and expense as may be reasonably required by City in the exercise of City's rights under this Agreement, City ordinances or other applicable law.

4. Term of License; Satisfaction of Condition Precedent. The term of the Temporary License shall commence as of October 9, 2015, and shall continue until the earlier of (i) December 31, 2020 (unless such time is extended prior to such date, by not more than five (5) years, by written notice to GSW from City's Director of Real Estate and the Director of City's Department of Public Works, acting jointly, in their respective sole discretion, with GSW's consent, which shall not be unreasonably withheld), or (ii) City's acceptance (by action of the Board of Supervisors) of the dedication of a public street that provides substantially equivalent or greater access, including, without limitation, completion of the relocated Terry Francois Boulevard, or portion thereof, (iii) a determination by the Director that both (A) such access is no longer required, and (B) either (a) reasonable alternative access has been provided to areas served by the License Area, and (b) the areas serviced by the License Area no longer require access, or (iv) FOCIL provides alternative access and grants to City and City accepts an immediate temporary substitute easement, license, permit or other instrument that will, in the reasonable judgment of the Director, so acknowledged in writing, satisfy the structural requirements of a dedicated public street, and/or which provide direct alternative means of access. The alternative access provided by any of the foregoing alternatives must, in the reasonable judgment of the Director, be substantially equivalent in all respects (including, without limitation, the ease and ability to travel across any substitute area or facility) (either alone or in conjunction with other access) to the License Area or portion thereof which is being terminated, removed or replaced. Since the parties recognize that a temporary substitute facility granted under alternative (iv) above will by its nature be temporary, City agrees that the facilities provided thereby may be less extensive or different standard than those required by alternative (i) or (ii) above so long as such facilities (either alone or in conjunction with other facilities) provide access substantially equal (as described in the foregoing sentence) to the access given by the License Area. Notwithstanding the foregoing, City may terminate the Temporary License at any time as to all or any portion of the License Area Improvements or the License Area by written notice to GSW.

5. Condition of the License Area.

(a) As-Is. GSW makes no representations or warranties whatsoever under this Agreement with respect to the current physical condition of the License Area or the License Area Improvements and GSW shall have no responsibility under this Agreement with respect thereto (except as otherwise specifically set forth herein), and the use of the Temporary License granted herein shall be with the License Area and the License Area Improvements in their "as is" physical condition, except as otherwise specifically provided herein. City hereby waives any and all claims against GSW arising from, out of or in connection with the suitability of the physical conditions of the License Area or the License Area Improvements for the uses permitted under Section 1 above. However, except as provided in Section 2, GSW shall not take any action that would unreasonably impair the ability of City to use the Temporary License herein granted without City's consent. Nothing herein shall be construed in any way to alter, amend, or otherwise relieve FOCIL or City of any of their respective responsibilities with regard to the physical condition of the License Area or the License Area Improvements (including without limitation, responsibilities with regard to environmental investigation and remediation) set forth in any document, instrument or agreement by and between FOCIL and City (including, without limitation, the PIA and the Mission Bay South Redevelopment Plan and Plan Documents).

(b) Maintenance and Surrender. Except as specifically herein provided, GSW and City shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description to the License Area Improvements. City shall surrender use and possession of the License Area Improvements and the License Area, or applicable portion thereof, free and clear of any liens or encumbrances relating to or arising in connection with the use of the License Area Improvements by reason of the Temporary License. City, and its agents, contractors, licensees and invitees shall at all times keep the License Area Improvements and the License Area free and clear of liens, claims, security interests or encumbrances in their favor or in favor of any contractor, subcontractor, material supplier or other person or entity making a claim by reason of having provided labor, materials and equipment relating to the use of the License Area Improvements by City.

(c) Warranty. Nothing in this Agreement, including, without limitation, Sections 5(a) and 5(b) above, shall be construed in any way to alter, amend or otherwise relieve FOCIL of its warranty responsibilities under the PIA with respect to the Improvements (including, without limitation, the License Area Improvements).

6. Indemnification.

(a) Indemnity. City shall indemnify, defend and hold GSW and its officers, directors, shareholders, members, employees, agents, successors and assigns (hereinafter collectively called "**Indemnified Parties**") harmless from all liabilities, penalties, costs, damages, expenses, causes of action, claims or judgments (including without limitation reasonable attorneys' fees) (collectively, "**Indemnified Claims**"), resulting from (i) injury to or 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 City's (or City's officers, employees, agents, contractors, licensees, or

invitees, including, without limitation, the general public) use or occupancy of any of the License Area Improvements or the License Area under the authority of the Temporary License, except to the extent that such Indemnified Claims are caused by the negligence or intentional wrongful acts or omissions of any Indemnified Party, and (ii) the use, generation, processing, production, packaging, treatment, storage, emission, discharge or disposal of "**Hazardous Materials**" (as that term is defined herein below) on or about the License Area Improvements or the License Area by City (or City's officers, employees, agents, contractors, licensees, or invitees, including, without limitation, the general public) in connection with the exercise of City's rights under the Temporary License, except that City will not indemnify any specific Indemnified Party to the extent that such Indemnified Claims are caused by the negligence or intentional wrongful acts or omissions of that Indemnified Party with respect to the generation, processing, production, packaging, treatment, storage, emission, discharge or disposal of Hazardous Materials. For purposes of this Section 6, the term "**Hazardous Materials**" shall mean any substance, material or waste that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment, including, but not limited to petroleum, petroleum-based products, natural gas, or any substance, material, or waste that is or shall be listed, regulated or defined by federal, state or local statute, regulation, rule, ordinance or other governmental requirement to be hazardous, acutely hazardous, extremely hazardous, toxic, radioactive, biohazardous, infectious, or otherwise dangerous.

(b) Notice. GSW agrees to give prompt notice to City with respect to any Indemnified Claims initiated or threatened against any Indemnified Party, at the address for notices to City 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 GSW has reason to believe is likely to give rise to an Indemnified Claim hereunder. If notice is not given to City within the time frames required in this Section, then City's liability hereunder shall terminate as to the matter for which such notice is not given, provided that failure to notify City shall not affect the rights of GSW or the obligations of City hereunder unless City is prejudiced by such failure, and then only to the extent of such prejudice. City shall, at its option but subject to the reasonable consent and approval of GSW, be entitled to control the defense, compromise or settlement of any such matter through counsel of City's own choice; provided, however, that in all cases GSW shall be entitled to participate in such defense, compromise, or settlement at its own expense.

7. Litigation Expenses.

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

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

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

8. Time. Time is of the essence of this Agreement and each and every part hereof.

9. Covenant and Environmental Restriction on License Area. The land described herein may contain hazardous materials in soils and in the ground water under the property, and is subject to a deed restriction (Covenant and Environmental Restriction on Property) dated as of February 23, 2000, and recorded on March 21, 2000, in the Official Records of San Francisco County, California, as Document No. 2000-G748552 (the "**Covenant and Restriction**"), which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. The foregoing statement is required by the Covenant and Restriction and is not a declaration that a hazard exists. This Agreement and the Temporary License contained herein shall be subject to, and in the use and enjoyment of the License Area Improvements and the License Area under this Agreement City shall at all times comply with, all of the terms, covenants and conditions set forth in and/or imposed as a result of the Covenant and Restriction. Further, the Covenant and Restriction references and requires compliance with the provisions of the Risk Management Plan, Mission Bay Area, San Francisco, California, dated May 11, 1999 (the "**RMP**"). Accordingly, City hereby acknowledges that it has a copy of the RMP, and hereby covenants that (i) City will comply with the RMP (to the extent the RMP applies to City's activities in the License Area); (ii) City will obligate other entities with which it contracts for construction, property maintenance or other activities in the License Area which may disturb soil or groundwater to comply with the applicable provisions of the RMP; and (iii) City (and the entities with which it so contracts) will refrain from interfering with GSW's compliance with the RMP in the License Area.

10. Amendment. This Agreement may be amended or otherwise modified only in writing signed and acknowledged by GSW and City, or the successors and assigns of each, subject to the provisions of Section 16 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.

GSW: GSW Arena LLC
c/o Golden State Warriors
1101 Broadway
Oakland, CA 94607
Attn: David Kelly

With a copy to: Valerie Christensen
Gibson, Dunn & Crutcher LLP
555 Mission Street
San Francisco, CA 94105-0921

City: Director of Public Works
City and County of San Francisco
c/o Grace Kwak, Project Manager
Mission Bay Project
30 Van Ness Avenue, Suite 4200
San Francisco, CA 94102

With copies to: City Attorney, City of San Francisco
Room 234, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4682
Attention: Real Estate/Finance Team

And to: John Updike, Director of Real Estate
Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

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.

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (except as otherwise

specifically provided in Section 17 below). Without limiting the foregoing, the Temporary License created by this Agreement shall be binding on any future owners and encumbrancers of the License Area or any part thereof and their successors and assigns.

16. Representations and Warranties. GSW represents, warrants and covenants to City the following:

(a) Good Standing. GSW is a limited liability company validly existing and in good standing under the laws of the State of Delaware.

(b) Authority. GSW 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 GSW and no other action on the part of GSW 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 GSW and City 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 GSW and City. Nothing herein shall be deemed a dedication of any portion of the License Area Improvements or the License Area to or for the benefit of the general public. The license herein granted is in gross and for the personal benefit solely of City.

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 provision 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, constitutes 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 Temporary License that is the subject matter of this Agreement. This Agreement shall control in the event of any inconsistency between this Agreement and any other agreement in connection with performance of the Temporary License and the rights and obligations of the parties with respect thereto.

20. Compliance With Laws/Agreements. City, and City's agents, contractors, licensees or invitees, at its and their expense, shall comply with all laws, statutes, ordinances, rules and regulations of federal, state and local authorities (including, without limitation, City itself) having jurisdiction over the License Area Improvements, now in force or hereafter adopted, with respect to the use by City of the License Area Improvements under the authority of the Temporary License herein granted. Nothing herein shall be construed in any way to alter, amend, or otherwise relieve FOCIL or City of any of their respective responsibilities with regard to completion and acceptance and acquisition of the License Area Improvements set forth in any

other document, instrument or agreement by and between FOCIL and City (including, without limitation, the Mission Bay South Interagency Cooperation Agreement).

21. Default. City's, and City's agents, contractors, licensees or invitees, failure to perform any covenant or obligation of City hereunder and to cure such non-performance within thirty (30) days of written notice by GSW 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 City commences such cure within such period and diligently prosecutes such cure to completion. Upon such default GSW be entitled to all remedies and means to cure or correct such default, both legal and equitable, allowed by operation of law except termination of the easements herein granted.

22. Insurance: Waiver of Subrogation.

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

(b) Waiver. The terms and provisions of this Section 23(b) shall be inoperative unless and until City's policy of self-insurance changes and City is procuring liability insurance covering its use of the Temporary License granted herein. If City 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 Section 23(b) are intended to restrict each party (as permitted by law) to recovery for loss or damage against insurance carriers to the extent of such coverage, and waive fully, and for the benefit of the other party, any rights and/or claims that might give rise to a right subrogation in any such insurance carrier.

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

24. MacBride Principles - Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San

Francisco Administrative Code Section 12F.1, *et seq.* The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. GSW acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

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

26. No Easement By Implication; Prevention of Prescriptive Rights. Neither the execution and delivery of this Agreement nor the granting of the Temporary License shall be deemed to grant or establish any easement by implication or prescription. GSW reserves the right to record, post and publish any of the notices 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 GSW and City hereunder and, where appropriate, any such notice shall include a recognition of the provisions of this Agreement.

(signatures on following page)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on _____, 20__.

GSW ARENA LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Print Title: _____

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
JOHN UPDIKE
Director of Real Estate

RECOMMENDED:

By: _____
MOHAMMED NURU
Director of Public Works

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney

By: _____
Anita L. Wood
Deputy City Attorney

EXHIBIT A
Depiction of Improvement Area
(See attached)

EXHIBIT B
Depiction of License Area
(See attached)

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

NOTICE OF PUBLIC HEARING

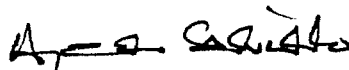
BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO BUDGET AND FINANCE COMMITTEE

NOTICE IS HEREBY GIVEN THAT Budget and Finance Committee will hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard:

- Date:** Monday, November 9, 2015
- Time:** 12:00 p.m.
- Location:** Committee Room 263, located at City Hall
1 Dr. Carlton B. Goodlett Place, San Francisco, CA
- Subject:** **File No. 150997.** Ordinance ordering the summary vacation of four easements for water line, sanitary sewer, and/or storm water purposes, and two offers of dedication within portions of Assessor's Block No. 8722, Lot Nos. 1 and 8, within the Mission Bay South Redevelopment Plan Area for the Golden State Warriors Event Center and Mixed-Use Development at Mission Bay South Blocks 29-32; authorizing a termination and quitclaim of the easements and other City and County of San Francisco rights and interest in the vacated areas; authorizing the General Manager of the Public Utilities Commission and the Director of Property to execute the quitclaim deeds for the vacated easements and vacation area; retroactively extending a license agreement for the public's use of the temporary Terry A. Francois Boulevard; adopting findings pursuant to the California Environmental Quality Act; and making findings of consistency with the Mission Bay South Redevelopment Plan, and the General Plan, and eight priority policies of Planning Code, Section 101.1, for the actions contemplated in this Ordinance.

In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on this matter may submit written comments to the City prior to the time the hearing begins. These comments will be made as part of the official public record in this matter, and shall be brought to the attention of the members of the Committee. Written comments should be addressed to Angela Calvillo, Clerk of the

Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102.
Information relating to this matter is available in the Office of the Clerk of the Board.
Agenda information relating to this matter will be available for public review on Friday,
November 6, 2015.


Angela Calvillo
Clerk of the Board

DATED: October 27, 2015
POSTED/PUBLISHED: October 25 & November 1, 2015

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
TTD/TTY No. 5545227

NOTIFICACIÓN DE AUDIENCIA PÚBLICA

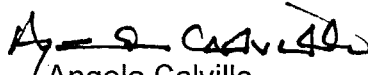
JUNATA DE SUPERVISORES DE LA CIUDAD Y CONDADO DE SAN FRANCISCO
COMITÉ DE PRESUPUESTO Y FINANZAS

Fecha: Lunes, 9 de NOVIEMBRE de 2015

Hora: 12:00 p.m.

Lugar: Salón de Comité 263, Alcaldía
1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102

Asunto: Expediente Núm. 150997. Ordenanza para ordenar el vaciamiento rápido de cuatro servidumbres de aguas con el propósito de servir como alcantarillado de aguas residuales, y de aguas pluviales y dos ofertas de derecho a servidumbre dentro de las porciones de la Cuadra Núm. 8722 del Tasador, Lotes Núms. 1 y 8, dentro del Área del Plan de Reurbanización del Sur de Mission Bay para el Centro de Eventos de Golden State Warriors y el Edificio de Uso Mixto en las Cuadras 29-32 del Sur de Mission Bay; autorizar el vencimiento y una renuncia al derecho al alcantarillado y a la servidumbre de aguas y otros derechos e intereses en las áreas desocupadas de la Ciudad y el Condado de San Francisco; autorizar al Gerente General de la Comisión de Utilidades Públicas [o al Director de la División de Bienes Raíces] para otorgar las escrituras de derecho de renuncia a las áreas desocupadas; adoptar las conclusiones de conformidad con la Ley de Calidad Medioambiental de California; y realizar conclusiones coherentes con el Plan de Reurbanización del Sur de Mission Bay, el Plan General, y las ocho políticas prioritarias de la Sección 101.1 del Código de Planificación, para las acciones previstas en la presente Ordenanza.


Angela Calvillo
Secretaria de la Junta

FECHADO: 27 de octubre de 2015

ANUNCIADO/PUBLICADO: 25 de octubre y 1.º noviembre de 2015

BOARD of SUPERVISORS



City Hall
1 Dr. Carl B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No 554-5184
Fax No. 554-5163
TTD/TTY No. 5545227

公聽會通知

三藩市市及縣市參事委員會
預算及財政委員會

- 日期: 2015年11月9日星期一
- 時間: 下午12時
- 地點: 委員會會議室 263, 市政廳
1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102
- 議題: 檔案號碼 150997。 條例頒令四項有關水管線路、生活污水渠和/或風暴雨水效用的地役權撮要閒置, 並於評估街區號碼8722, 地段號碼1和8的地段內, 即金州勇士活動中心 (Golden State Warriors Event Center) 與綜合性使用發展米慎灣南街區29至32號的米慎灣南部再開發計劃區內提供兩個落成典禮; 授權終止及放棄污水渠和水管線路地役權與其它三藩市市及縣閒置區內的權益; 授權公用事業委員會總經理[或房地產部主任]執行閒置地役權及閒置區的產權轉讓契約; 依據「加州環境質量法」(California Environmental Quality Act) 通過裁斷; 並作出與米慎灣南部再開發計劃、總體計劃, 及規劃法規第101.1條的八項優先政策相一致的裁斷, 有關行動應考慮在此條例之內。


Angela Calvillo
市參事委員會書記

日期: October 27, 2015

張貼/公佈: October 25 & November 1, 2015

CALIFORNIA NEWSPAPER SERVICE BUREAU

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Alisa Somera
CCSF BD OF SUPERVISORS (OFFICIAL NOTICES)
1 DR CARLTON B GOODLETT PL #244
SAN FRANCISCO, CA 94102

EXM 2809513

COPY OF NOTICE

Notice Type: GPN GOVT PUBLIC NOTICE
Ad Description AS - 11.9.15 Budget Hearing - 150997 Warriors

To the right is a copy of the notice you sent to us for publication in the SAN FRANCISCO EXAMINER. Thank you for using our newspaper. Please read this notice carefully and call us with ny corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

10/25/2015 , 11/01/2015

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	\$682.50
NetTotal	\$614.25

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ORANGE COUNTY REPORTER, SANTA ANA	(714) 543-2027
SAN FRANCISCO DAILY JOURNAL, SAN FRANCISCO	(800) 640-4829
SAN JOSE POST-RECORD, SAN JOSE	(408) 287-4866
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THE DAILY TRANSCRIPT, SAN DIEGO	(619) 232-3486
THE INTER-CITY EXPRESS, OAKLAND	(510) 272-4747

NOTICE OF
PUBLIC HEARING BOARD
OF SUPERVISORS OF THE
CITY AND COUNTY OF
SAN FRANCISCO BUDGET
AND FINANCE COMMIT-
TEE NOVEMBER 9, 2015 -
12:00 P.M. COMMITTEE
ROOM 263, CITY HALL 1
DR. CARLTON B. GOOD-
LETT PLACE, SAN
FRANCISCO, CA

NOTICE IS HEREBY GIVEN THAT Budget and Finance Committee will hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard: File No. 150997. Ordinance ordering the summary vacation of four easements for water line, sanitary sewer, and/or storm water purposes, and two offers of dedication within portions of Assessor's Block No. 8722, Lot Nos. 1 and 8, within the Mission Bay South Redevelopment Plan Area for the Golden State Warriors Event Center and Mixed-Use Development at Mission Bay South Blocks 29-32; authorizing a termination and quitclaim of the easements and other City and County of San Francisco rights and interest in the vacated areas; authorizing the General Manager of the Public Utilities Commission and the Director of Property to execute the quitclaim deeds for the vacated easements and vacation area; retroactively extending a license agreement for the public's use of the temporary Terry A. Francois Boulevard; adopting findings pursuant to the California Environmental Quality Act; and making findings of consistency with the Mission Bay South Redevelopment Plan, the General Plan, and the eight priority policies of Planning Code, Section 101.1, for the actions contemplated in this Ordinance. In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on this matter may submit written comments to the City prior to the time the hearing begins. These comments will be made as part of the official public record in this matter, and shall be brought to the attention of the members of the Committee. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San

Francisco, CA 94102. Information relating to this matter is available in the Office of the Clerk of the Board. Agenda information relating to this matter will be available for public review on Friday, November 6, 2015. - Angela Calvillo, Clerk of the Board



* A 0 0 0 0 0 3 9 1 1 8 9 7 *

Somera, Alisa (BOS)

From: glenda_sobrique@dailyjournal.com
Sent: Friday, October 23, 2015 10:40 AM
To: Somera, Alisa (BOS)
Subject: Confirmation of Order 2809513 for AS - 11.9.15 Budget Hearing - 150997 Warriors Project

Dear Customer:

The order listed below has been received and processed. If you have any questions regarding this order, please contact your ad coordinator or the phone number listed below.

Customer Account Number: 120503

Type of Notice : GPN - GOVT PUBLIC NOTICE
Ad Description : AS - 11.9.15 Budget Hearing - 150997 Warriors Project
Our Order Number : 2809513
Newspaper : SAN FRANCISCO EXAMINER 10%
Publication Date(s) : 10/25/2015,11/01/2015

Thank you.

GLENDASOBRIQUE
DAILY JOURNAL CORPORATION
CALIFORNIA NEWSPAPER SERVICE BUREAU
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New Order

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Customer Information

Order Tracking

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Ready [0]

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Newspapers

Accounting

Reports

Reset Password

Help

Customer Name S.F. BD OF SUPERVISORS (NON-CONSECUTIVE) **Master Id** 52704
Address 1 DR CARLTON B GOODLETT PL #244 **Phone** 4155547704
City SAN FRANCISCO **Fax** 4155547714
State - Zip CA - 94102

Ad Placement Information: Section of Newspaper and Type of Notice

Legal GOVERNMENT - GOVT PUBLIC NOTICE

Order Information

Attention Name Alisa Somera **Billing Reference No.** 95441
Ad Description AS - 11.9.15 Budget Hearing - 150997 **Sale/Hrg/Bid Date**
 Warriors Project

Special Instructions

Orders Created

Order No.	Newspaper Name	Publishing Dates	Ad	Price Description	Price	Ad Status
2809513	SAN FRANCISCO EXAMINER 10%, CA Billed To: CCSF BD OF SUPERVISORS (OFFICIAL NOTICES) Created For: CCSF BD OF SUPERVISORS (OFFICIAL NOTICES)	10/25/2015, 11/01/2015	Depth : 7.69" Lines : 94	\$3.75 * 94 lines * 2 Inserts * 1 Cols [\$705.00] 10% set aside [\$-70.50]	\$634.50	Sent

Order No.	Newspaper	View
2809513	SAN FRANCISCO EXAMINER 10%	View Ad In PDF

NOTICE OF PUBLIC HEARING
BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO
BUDGET AND FINANCE COMMITTEE
NOVEMBER 9, 2015 - 12:00 P.M.
COMMITTEE ROOM 263, CITY HALL
1 DR. CARLTON B. GOODLETT PLACE, SAN FRANCISCO, CA
 NOTICE IS HEREBY GIVEN THAT Budget and Finance Committee will hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard: **File No. 150997.** Ordinance ordering the summary vacation of four easements for water line, sanitary sewer, and/or storm water purposes, and two offers of dedication within portions of Assessor's Block No. 8722, Lot Nos. 1 and 8, within the Mission Bay South Redevelopment Plan Area for the **Golden State Warriors Event Center and Mixed-Use Development** at Mission Bay South Blocks 29-32; authorizing a termination and quitclaim of

the easements and other City and County of San Francisco rights and interest in the vacated areas; authorizing the General Manager of the Public Utilities Commission and the Director of Property to execute the quitclaim deeds for the vacated easements and vacation area; retroactively extending a license agreement for the public's use of the temporary Terry A. Francois Boulevard; adopting findings pursuant to the California Environmental Quality Act; and making findings of consistency with the Mission Bay South Redevelopment Plan, the General Plan, and the eight priority policies of Planning Code, Section 101.1, for the actions contemplated in this Ordinance. In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on this matter may submit written comments to the City prior to the time the hearing begins. These comments will be made as part of the official public record in this matter, and shall be brought to the attention of the members of the Committee. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102. Information relating to this matter is available in the Office of the Clerk of the Board. Agenda information relating to this matter will be available for public review on Friday, November 6, 2015. - Angela Calvillo, Clerk of the Board

RECEIVED
BOARD of SUPERVISORS
SAN FRANCISCO

OCT 26 PM 2:03

FB



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. 544-5227

PROOF OF POSTING

Legislative File No. 150997 (Warriors Project, Summary Street Vacation)

Description of Items:

Ordinance ordering the summary vacation of four easements for water line, sanitary sewer, and/or storm water purposes, and two offers of dedication within portions of Assessor's Block No. 8722, Lot Nos. 1 and 8, within the Mission Bay South Redevelopment Plan Area for the Golden State Warriors Event Center and Mixed-Use Development at Mission Bay South Blocks 29-32; authorizing a termination and quitclaim of the easements and other City and County of San Francisco rights and interest in the vacated areas; authorizing the General Manager of the Public Utilities Commission and the Director of Property to execute the quitclaim deeds for the vacated easements and vacation area; retroactively extending a license agreement for the public's use of the temporary Terry A. Francois Boulevard; adopting findings pursuant to the California Environmental Quality Act; and making findings of consistency with the Mission Bay South Redevelopment Plan, the General Plan, and the eight priority policies of Planning Code, Section 101.1, for the actions contemplated in this Ordinance.

I, Natalia C Villegas, an employee of the City and County of San Francisco, posted the above described document(s) in at least three (3) public places along the street(s) to be affected at least ten (10) days in advance of the hearing (pursuant to CA Streets and Highways Code, Section 970.5):

Date: Monday, October 26, 2015

Time: 11:40 A.M.

Location: THIRD STREET, SOUTH STREET AND TERRY FRANCOIS BLVD.

Signature: *Natalia C Villegas*

Instructions: Upon completion, original must be filed in the above referenced file.

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
Mohammed Nuru, Director, Public Works
Tiffany Bohee, Executive Director, Office of Community Investment and Infrastructure
Ed Reiskin, Executive Director, Municipal Transportation Agency
Harlan Kelly, Jr., General Manager, Public Utilities Commission
John Updike, Director, Real Estate Division
Chief Greg Suhr, Police Department

FROM: Alisa Somera, Assistant Clerk

DATE: October 23, 2015

SUBJECT: LEGISLATION REFERRAL: GOLDEN STATE WARRIORS PROJECT

The Board of Supervisors' Budget and Finance Committee has received the following proposed legislation, introduced by the Mayor, related to the Golden State Warriors Event Center and Mixed Use Project. Under each legislation is a list of documents that need to be submitted for the legislative file.

File No. 150994

Resolution adopting findings under the California Environmental Quality Act (CEQA) and the CEQA Guidelines, including the adoption of a mitigation monitoring and reporting program and a statement of overriding considerations, in connection with the development of the Golden State Warriors Event Center and Mixed-Use Development at Mission Bay South Blocks 29-32 and the Mission Bay South Redevelopment Plan.

Documents Needed:

- Mitigation Monitoring and Reporting Program
- Statement of Overriding Considerations
- Final Subsequence Environmental Impact Report (FSEIR)
- Draft Summary of Comments and Responses
- OCII Commission FSEIR Certification Resolution
- MTA Board Approving Components/CEQA Findings Resolution

File No. 150995

Ordinance amending the Administrative Code to establish a fund to pay for City services and capital improvements addressing transportation and other needs of the community in connection with events at the Golden Gate Warriors Event Center and Mixed Use Project; create an advisory committee to make recommendations about the use of monies from the fund; and adopting findings under the California Environmental Quality Act.

Document Needed:

- MTA Budget Proposal Resolution

File No. 150996

Ordinance delegating to the Director of Public Works the authority to accept required public improvements related to the development of the Golden State Warriors Events Center and Mixed-Use Development pursuant to the Mission Bay South Redevelopment Plan; authorizing the Director of the Real Estate Division to accept any future easements, licenses, or grant deeds related to the development project, including public sidewalk easements and grant deeds for property underlying public improvements; and adopting findings pursuant to the California Environmental Quality Act.

Documents Needed:

- Legislative Digest
- Application for Tentative Subdivision Map No. 8539
- Public Works Order
- Irrevocable Offers of Dedication
- Grant Deeds
- Public Sidewalk Easement Agreement

File No. 150997

Ordinance ordering the summary vacation of four easements for water line, sanitary sewer, and/or storm water purposes, and two offers of dedication within portions of Assessor's Block No. 8722, Lot Nos. 1 and 8, within the Mission Bay South Redevelopment Plan Area for the Golden State Warriors Event Center and Mixed-Use Development at Mission Bay South Blocks 29-32; authorizing a termination and quitclaim of the easements and other City and County of San Francisco rights and interest in the vacated areas; authorizing the General Manager of the Public Utilities Commission and the Director of Property to execute the quitclaim deeds for the vacated easements and vacation area; retroactively extending a license agreement for the public's use of the temporary Terry A. Francois Boulevard; adopting findings pursuant to the California Environmental Quality Act; and making findings of consistency with the Mission Bay South Redevelopment Plan, the General Plan, and the eight priority policies of Planning Code, Section 101.1, for the actions contemplated in this Ordinance.

Documents Needed:

- Legislative Digest
- Public Works SUR Maps
- Public Works Order
- Planning Department Determination Letter
- Office of Community Investment and Infrastructure Determination Letter
- License Agreement

Please submit all of the listed documentation that your department is responsible for to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or by email: alisa.somera@sfgov.org.

c: Scott Sanchez, Planning Department
Sarah Jones, Planning Department
AnMarie Rodgers, Planning Department
Aaron Starr, Planning Department
Joy Navarrete, Planning Department
Jeanie Poling, Planning Department
Frank Lee, Department of Public Works
Claudia Guerra, Office of Community Investment and Infrastructure
Natasha Jones, Office of Community Investment and Infrastructure
Janet Martinsen, Municipal Transportation Agency
Kate Breen, Municipal Transportation Agency
Dillon Auyoung, Municipal Transportation Agency
Juliet Ellis, Public Utilities Commission
Christine Fountain, Police Department

OFFICE OF THE MAYOR
SAN FRANCISCO



EDWIN M. LEE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: *for* Mayor Edwin M. Lee *ML*
RE: Golden State Warriors Events Center at Mission Bay – Street and Easement Vacations
DATE: October 6, 2015

Attached for introduction to the Board of Supervisors is an ordinance ordering the summary vacation of a 25-foot wide sewer and water line easement and two (2) offers of dedication within portions of Assessor's Block 8722, Lots 1 and 8 within the Mission Bay South Redevelopment Plan Area for the Golden State Warriors Event Center and Mixed-Use Development at Mission Bay South Blocks 29-32; authorizing a quitclaim of the sewer and waterline easement and other City and County of San Francisco's rights and interest in the vacated areas; authorizing the Director of the Real Estate Division to execute the quitclaim deeds of the vacation area; adopting findings pursuant to the California Environmental Quality Act; and making findings of consistency with the Mission Bay South Redevelopment Plan and the General Plan and eight priority policies of Planning Code, Section 101.1 for the actions contemplated in this ordinance.

I respectfully request that this item be calendared in Budget and Finance Committee on November 9, 2015.

Should you have any questions, please contact Nicole Elliott (415) 554-7940.

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