

File No. 161276

Committee Item No. _____

Board Item No. 53

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: _____

Date: _____

Board of Supervisors Meeting

Date: November 29, 2016

Cmte Board

- Motion
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- Introduction Form
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OTHER

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- DPW Order No. 185485 - November 22, 2016
- Planning General Plan Referral - November 4, 2015
- OCII Letter - November 4 2015
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- Statement of Subdivision Security
- DRAFT Public Improvement Agreement
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- Offer of Dedication - Portion of 3rd and Terry A Francois Blvd.
- Grant Deed - Portion of 3rd and Terry A Francois Blvd.
- Easement Agreement
- Offer of Dedication - Bayfront Park P22
- Grant Deed - Bayfront Park P22
- Final Maps

Prepared by: John Carroll

Date: November 23, 2016

Prepared by: _____ 4481

Date: _____

1 [Final Map 8593 - Mission Bay Blocks 29-32]

2
3 **Motion approving Final Map 8593, a merger and eight-lot subdivision, including a 100**
4 **commercial unit condominium project within vertical subdivision lots 1-5, located at**
5 **Mission Bay South Blocks 29-32, also referred to as 1601-1799 3rd Street, being a**
6 **subdivision of Assessor's Parcel Block No. 8722, Lot Nos. 001 and 008; approving a**
7 **public improvement agreement for this map; and acknowledging findings pursuant to**
8 **the Mission Bay South Redevelopment Plan, the General Plan, and the eight priority**
9 **policies of Planning Code, Section 101.1.**

10
11 **MOVED, That the certain map entitled "Final Map 8593," a merger and eight-lot**
12 **subdivision, including a 100 commercial unit condominium project within vertical subdivision**
13 **lots 1-5, being a subdivision of the lands described in that certain grant deed recorded**
14 **October 9, 2015, Document No. 2015-K143293, Official Records, located at Mission Bay**
15 **South Blocks 29-32, also referred to as 1601-1799 3rd Street, being a subdivision of**
16 **Assessor's Parcel Block No. 8722, Lot Nos. 001 and 008, comprising 17 sheets, approved**
17 **November 21, 2016, by Public Works Order No. 185,485, is hereby approved and said map is**
18 **adopted as an Official Final Map 8593; and, be it**

19 **FURTHER MOVED, That the San Francisco Board of Supervisors acknowledges and**
20 **incorporates by reference herein as though fully set forth the findings made by the Office of**
21 **Community Investment and Infrastructure recommending that the City approve the subdivision**
22 **map, by its letter dated November 4, 2015; and, be it**

23 **FURTHER MOVED, That the San Francisco Board of Supervisors acknowledges and**
24 **incorporates by reference herein as though fully set forth the findings made by the Planning**
25 **Department, by its letter dated November 6, 2015, that the subdivision map is consistent with**

1 the objectives and policies of the General Plan, and the eight priority policies of Planning
2 Code, Section 101.1; and, be it

3 FURTHER MOVED, That the San Francisco Board of Supervisors hereby authorizes
4 the Director of Public Works to enter all necessary recording information on the Final Map and
5 authorizes the Clerk of the Board of Supervisors to execute the Clerk's Statement as set forth
6 on the Final Map; and, be it

7 FURTHER MOVED, That Public Works recommends that the San Francisco Board of
8 Supervisors accept on behalf of the public the offer for dedication in fee for street, roadway,
9 and public utility purposes, Lots "A" and "B," the offer for dedication in fee for park and open
10 space, Lot "C," and the offer for dedication of easements for pedestrian access, passage,
11 ingress and egress for public sidewalk purposes, "Public Sidewalk Easement," one through
12 seven, all as shown on Final Map 8593, subject to City Engineer certified completion and
13 acceptance of improvements except that the Directors of Public Works and Real Estate can
14 accept the Public Sidewalk Easement at the time they deem appropriate; and, be it

15 FURTHER MOVED, That Public Works further recommends that the San Francisco
16 Board of Supervisors approve the Public Improvement Agreement for Final Map 8593; and,
17 be it

18 FURTHER MOVED, That approval of this map also is conditioned upon the
19 subdivider's compliance with all applicable provisions of the San Francisco Subdivision Code
20 and amendments thereto.

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23
24
25



Office of the City and County Surveyor
1155 Market Street, 3rd Floor
San Francisco, Ca 94103
(415) 554-5827 ■ www.sfdpw.org



Edwin M. Lee, Mayor
Mohammed Nuru, Director

Bruce R. Storrs, City and County Surveyor

DPW Order No: 185485

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

APPROVING FINAL MAP 8593, MISSION BAY BLOCKS 29-32, A MERGER AND SUBDIVISION OF ASSESSOR'S BLOCK NO. 8722, LOTS 001 AND 008 INTO AN EIGHT LOT SUBDIVISION, FIVE LOTS OF WHICH WILL BE A VERTICAL SUBDIVISION CONTAINING 100 COMMERCIAL CONDOMINIUM UNITS, AND ALSO APPROVING THE PUBLIC IMPROVEMENT AGREEMENT RELATED TO THIS MAP.

"FINAL MAP 8593, A MERGER AND EIGHT LOT SUBDIVISION-INCLUDING A 100 COMMERCIAL UNIT CONDOMINIUM PROJECT WITHIN VERTICAL SUBDIVISION LOTS 1-5, BEING A SUBDIVISION OF THE LANDS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED OCTOBER 9, 2015, DOCUMENT NO. 2015-K143293, OFFICIAL RECORDS", LOCATED IN MISSION BAY SOUTH BLOCKS 29-32, ALSO REFERRED TO AS 1601-1799 3RD STREET

The determinations of OCII, as set forth in the letter dated November 4, 2015, that the Tentative Final Map (together with the design elements and improvements incorporated therein and authorized thereby) is 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 that the Tentative Final Map is in substantial conformance with the approved Blocks 29-32 Major Phase application and the Blocks 29-32 Basic Concept/Schematic Design project.

The Planning Department, in its letter dated November 6, 2015, determined that the Tentative Final Map (together with the design elements and improvements incorporated therein and authorized thereby), is consistent with the General Plan and Section 101.1 of the Planning Code and does not require any further environmental review as set forth in the Planning Commission CEQA Findings.

The Director of Public Works, the Advisory Agency, acting in concurrence with other City agencies, has determined that said Final Map complies with all subdivision requirements related thereto. Pursuant to the California Subdivision Map Act and the San Francisco Subdivision Code, the Director recommends that the Board of Supervisors approve the aforementioned Final Map.

The Final Map includes certain offers of dedication. The Department of Public Works recommends that the San Francisco Board of Supervisors accept on behalf of the public the offer for dedication in fee for street, roadway, and public utility purposes, the offer for dedication in fee for park and open space, and the offer for dedication of easements for pedestrian access, passage, ingress and egress for public sidewalk purposes subject to City Engineer certified completion and acceptance of improvements but authorizing acceptance of the public sidewalk easement at a time that the Directors of Public Works and Real Estate deem appropriate:

Transmitted herewith are the following:



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

1. One (1) paper copy of the Motion approving said map – one (1) copy in electronic format.
2. One (1) mylar signature sheet and one (1) paper set of the “Final Map 8593”, each comprising 17 sheets.
3. Subdivision Tax Bond-No. K07934725, copy of Surety for the sum of \$2,972,976.00.
4. One (1) copy of the letter dated November 4, 2015, from the Office of Community Investment and Infrastructure recommending the Board of Supervisors approve the subject Final Map.
5. One (1) copy of the letter dated November 6, 2015, from the City Planning Department verifying conformity of the subdivision with the General Plan and the Priority Policies set forth in City Planning Code Section 101.1.
6. One (1) copy of the Public Improvement Agreement for Mission Bay South Blocks 29-32 with the following attachments:
 - Monument Bond
 - Faithful Performance Bond as required by the PIA
 - Labor and Material Bond as required by the PIA
 - Offer of Dedication/Grant Deed of lots for Street and Roadway purposes
 - Offer of Dedication/Grant Deed of a lot Park and Open Space purposes
 - Sidewalk Easement Agreement

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

RECOMMENDED:

APPROVED:

11/21/2016

11/22/2016

X Bruce R. Storrs

Storrs, Bruce
City and County Surveyor
Signed by: Storrs, Bruce

X Mohammed Nuru

Nuru, Mohammed
Director, DPW
Signed by: Nuru, Mohammed



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



SAN FRANCISCO PLANNING DEPARTMENT

General Plan Referral

Date: November 4, 2015
Case No. Case No. 2015-011464GPR

Mission Bay Blocks 29-32

Block/Lot No.: 8722/001 and 8722/008
Project Sponsor: David Kelly
GSW Arena LLC
1011 Broadway
Oakland, CA 94607
(510) 986-2288, dkelly@warriors.com

Applicant: Same as Above

Staff Contact: Robin Abad – (415) 575-9123
Robin.Abad@sfgov.org

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

Recommended By:

 11-6-15
John Rahaim, Director of Planning

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

PROJECT DESCRIPTION

GSW Arena LLC ("GSW"), an affiliate of the Golden State Warriors, LLC, which owns and operates the Golden State Warriors National Basketball Association team, proposes to construct a multi-purpose event 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 Mission Bay South (the "Project"). The Project site is bounded by South Street on the north, Third Street on the west, 16th Street on the south, and by the future planned realigned Terry A. Francois Boulevard on the east..

Project scope and description for this General Plan Referral related to various Project approvals is defined as: a) tentative subdivision map approval, b) the vacation of 4 public utility easements, c) the vacation of 2 irrevocable offers of dedication for street and roadway purposes and d) the acceptance of public sidewalk easement and the acceptance of required but not yet built public improvements in the public right-of-way (collectively the "GPR Actions").

ENVIRONMENTAL REVIEW

On November 5, 2015, by Action NoM-19502, Case No. 2014-002701OFA the Planning Commission in accordance with the California Environmental Quality Act, California Public Resources Code Sections 21000 et seq., ("CEQA") and the CEQA Guidelines, California Code of Regulations, Sections 15000 et seq., and acting in its capacity as a responsible agency under Public Resources Code Section 21069, adopted findings required under CEQA ("CEQA Findings"), including a mitigation monitoring and reporting program and a Statement of Overriding Considerations, **in support of its design approval of the Golden State Warriors Event Center & Mixed Use Development**. In adopting those CEQA Findings, the Planning Commission found its approval action to be an implementation action pursuant and within the scope of the project analyzed in the Event Center Project Final Subsequent Environmental Impact Report ("FSEIR"), certified by the Commission on Community Investment and Infrastructure, as the lead agency under CEQA, Public Resources Code Section 21067, on November 3, 2015 by Resolution 69-215. Planning staff has reviewed and considered the FSEIR and CEQA Findings adopted by the Planning Commission by Action No. M-19502, Case No. 2014-002701OFA and hereby incorporates those CEQA Findings by reference into this **general plan referral determination of conformity**. The Planning Commission files, including the CEQA Findings, the Motion, the FSEIR and related materials are on file with the Secretary of the Planning Commission.

GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION

The GPR Actions are comprised of: tentative subdivision map approval, the vacation of 4 public utility easements, the vacation of 2 irrevocable offers of dedication for street and roadway purposes and the acceptance of public sidewalk easement and the acceptance of required but not yet built public improvements in the public right-of-way. Proposed improvements related to the Project include open spaces, pedestrian staging areas and circulation, a streetscape and plaza section at 3rd Street, streetscape improvements, street and roadway improvements, and sidewalk paving and furnishings. The GPR Actions are consistent with the Eight Priority Policies of Planning Code Section 101.1 as described in the body of this letter and is, on balance, **in-conformity** with the following Objectives and Policies of the General Plan, among other General Plan Objectives and Policies:

COMMERCE AND INDUSTRY ELEMENT**POLICY 1.3**

Locate commercial and industrial activities according to a generalized commercial and industrial land use plan.

Comment on the Commerce and Industry Element: The GPR Actions would accommodate a proposed land use in a location consistent with the City's General Plan and "Commercial Industrial" zoning in the Mission Bay South Redevelopment Plan.

RECREATION AND OPEN SPACE ELEMENT

OBJECTIVE 1

Ensure a well-maintained, highly utilized, and integrated open space system.

OBJECTIVE 2

Increase recreation and open space to meet the long-term needs of the City and bay region.

POLICY 2.4

Support the development of signature public open spaces along the shoreline.

POLICY 2.6

Support the development of civic serving open spaces.

OBJECTIVE 3.

Improve access and connectivity to open space.

Comment on the Recreation and Open Space Element: The GPR Actions would result in new open spaces, pedestrian staging areas and circulation, a streetscape and plaza section at 3rd Street, streetscape improvements, and sidewalk paving and furnishings. These new facilities will integrate with, and connect to, the open space network of the surrounding Mission Bay and Central Waterfront areas; including parks along the bay shoreline.

URBAN DESIGN ELEMENT

OBJECTIVE 1

Emphasis of the characteristic pattern which gives to the City and its neighborhoods an image, a sense of purpose, and a means of orientation.

POLICY 1.2

Recognize, protect and reinforce the existing street pattern, especially as it is related to topography.

POLICY 1.4

Protect and promote large-scale landscaping and open space that define districts and topography.

POLICY 2.9

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

Comment on the Urban Design Element: The GPR Actions would result in a site plan that integrates logically with the surrounding street grid and network of open spaces. Sightlines and paths of circulation through and around the proposed subdivision map are aligned with surrounding streets, providing clear, legible and direct access to future waterfront open spaces. The proposal includes new open spaces, sidewalks, and sidewalk furnishings which enhance the District's open space network.

ENVIRONMENTAL PROTECTION ELEMENT

OBJECTIVE 4

Assure that the ambient air of san Francisco and the bay region is clean, provides maximum visibility, and meets air quality standards.

POLICY 4.1

Support and comply with objectives, policies, and air quality standards of the Bay Area Air Quality Management District.

POLICY 4.2

Encourage the development and use of urban mass transportation systems in accordance with the objectives and policies of the Transportation Element.

POLICY 4.3

Encourage greater use of mass transit in the downtown area and restrict the use of motor vehicles where such use would impair air quality.

Comment on the Environmental Protection Element: On April 30, 2015, Governor Jerry Brown certified the Event Center Project as an "environmental leadership development project" under the Jobs and Economic Improvement Through Environmental Leadership Act of 2011. Cal. Public Resources Code §§ 21178 et seq. as a result of the Project design and Project Sponsor actions that would support environmental protection goals. The Project was thoroughly analyzed in the FSEIR, and the Commission on Community Investment and Infrastructure, in order to minimize Project impacts on the environment, adopted mitigation measures as part of its CEQA Findings, including measures on air quality and transportation, and imposed these measures on the Project as conditions of approval. The Project includes a comprehensive set of design features, actions, mitigation measures, and improvement measures, such as the MTA Special Event Transit Service Plan and the Project's Transportation Management Plan, among other actions, that will minimize reliance on private vehicular access the Event Center and encourage alternate modes of transportation, such as mass transit and bicycle access.

PROPOSITION M FINDINGS – PLANNING CODE SECTION 101.1

Planning Code Section 101.1 establishes Eight Priority Policies and requires review of discretionary approvals and permits for consistency with said policies. The Project, including the GPR Actions, is found to be consistent with the Eight Priority Policies as set forth in Planning Code Section 101.1 for the following reasons:

Eight Priority Policies Findings

The subject project is found to be consistent with the Eight Priority Policies of Planning Code Section 101.1 in that:

The proposed project is found to be consistent with the eight priority policies of Planning Code Section 101.1 in that:

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

The GPR Actions would have no adverse effect on neighborhood serving retail uses or opportunities for employment in or ownership of such businesses, as there are currently no neighborhood-serving retail uses on the project site nor in the immediate vicinity.

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

The GPR Actions would have no adverse effect on the City's housing stock nor on neighborhood character. The existing housing and neighborhood character will be not be negatively affected.

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

The GPR Actions would have no adverse effect on the City's supply of affordable housing.

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

The GPR Actions would not result in commuter traffic impeding MUNI's transit service given the additional transit services and other transportation programs included in Project, overburdening the streets or altering current neighborhood parking.

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

The GPR Actions would not affect the existing economic base in this area. As the project site is currently a vacant lot, the proposed vacation of easements will not displace any industrial or service sectors.

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

The GPR Actions would not adversely affect achieving the greatest possible preparedness against injury and loss of life in an earthquake. Furthermore, the San Francisco Building Code requires all new development in the Mission Bay plan area be preceded by special site-specific investigations and modeling, which must be incorporated into the plans and specifications for any building to ensure an appropriate engineering design to ameliorate the identified seismic hazards.

7. That landmarks and historic buildings be preserved.

This site is currently a vacant lot with no landmarked buildings or buildings of historic significance.

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

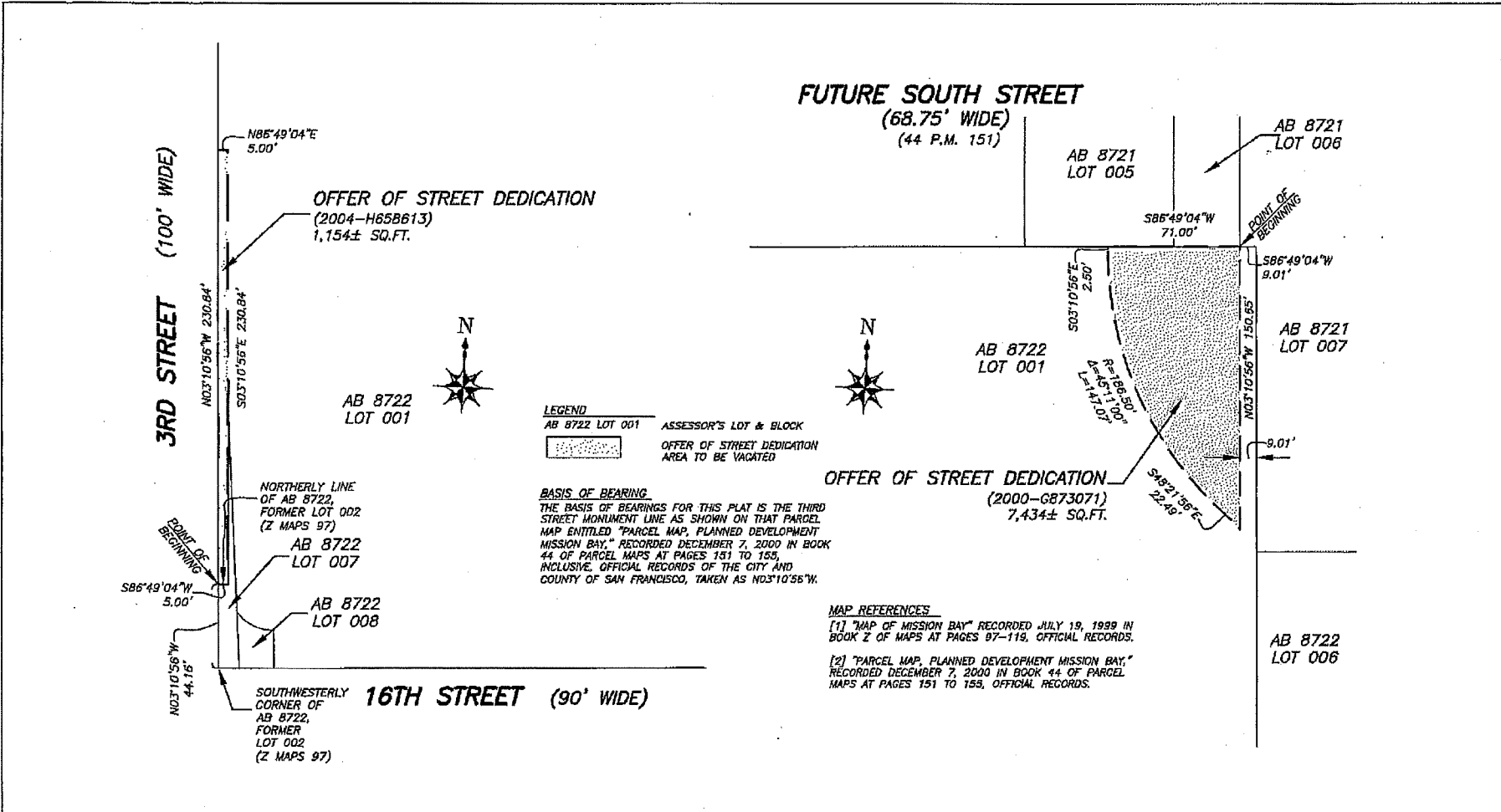
The GPR Actions and the Project's creation of open spaces and new streets, sidewalks, and sidewalk furnishings would have no adverse effect on parks and open space or their access to sunlight and vista. The shadow impacts of the Project have been fully evaluated in the Draft SEIR, which found that the event center and mixed-use development satisfies the requirements of the Mission Bay South Design for Development criterion for sunlight access to open space.

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

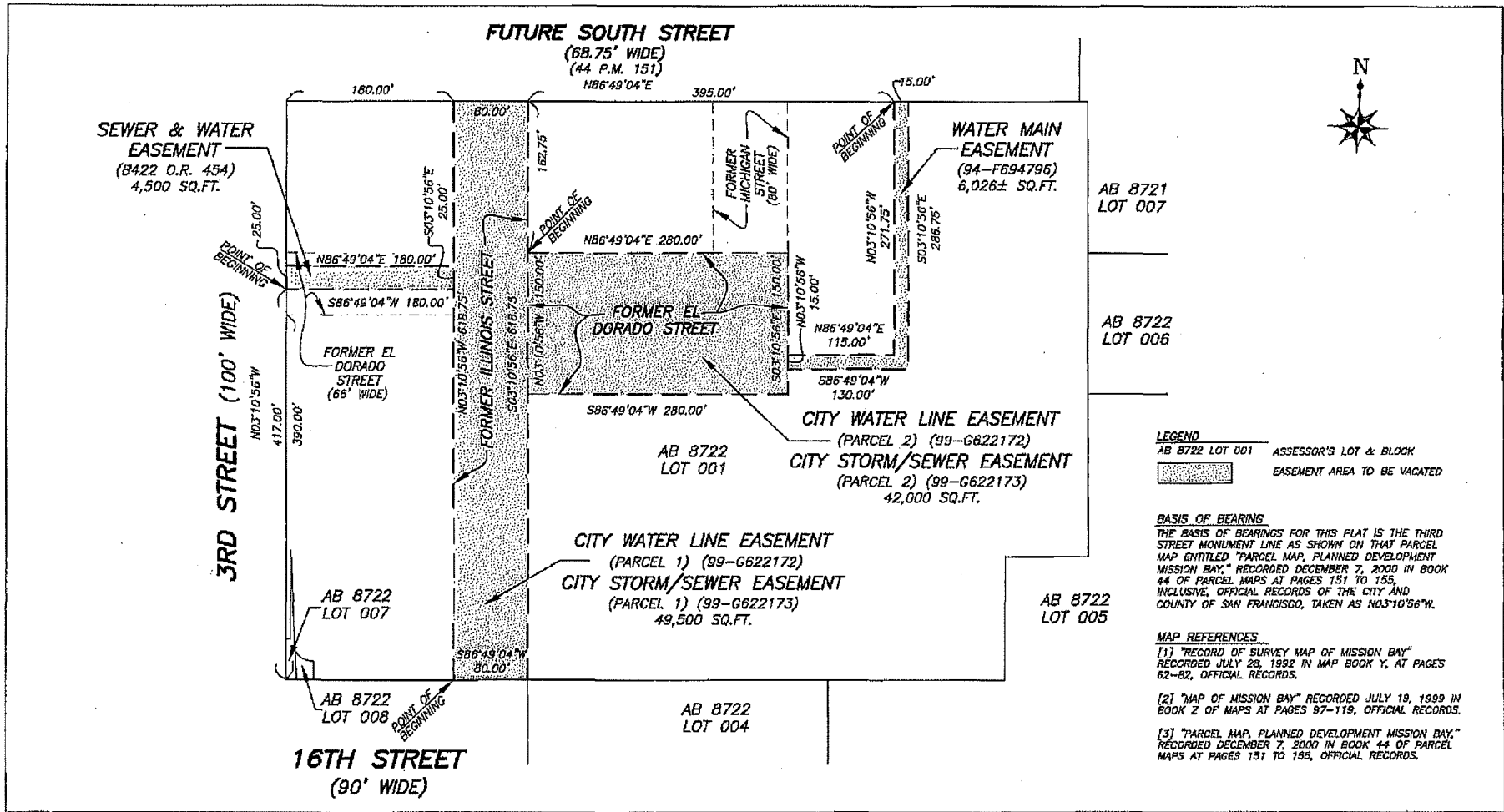
Attachments:

- SUR Street Dedications (Site Plan) submitted by San Francisco Public works, received by the Planning Department on August 25 2015.
- SUR Utility Easements (Site Plan) submitted by San Francisco Public works, received by the Planning Department on August 25 2015.

cc: David Winslow, Urban Design, San Francisco Planning Department
Barbara Moy, Bureau of Street Use and Mapping, San Francisco Public Works



REFERENCES:	APPROVED:	BY	DATE	CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS VACATION OF OFFER OF STREET DEDICATIONS WITHIN ASSESSOR'S BLOCK 8722			
	BRUCE R. STORRS CITY & COUNTY SURVEYOR	DRW					
		DATE	CK		SUR: 2015-XXX		
		APP					

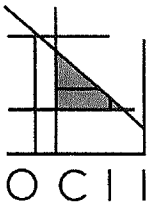


LEGEND
 AB 8722 LOT 001 ASSESSOR'S LOT & BLOCK
 [Hatched Box] EASEMENT AREA TO BE VACATED

BASIS OF BEARING
 THE BASIS OF BEARINGS FOR THIS PLAT IS THE THIRD STREET MOVEMENT 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, 1932 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.

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



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.

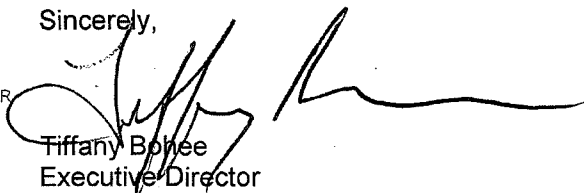
Edwin M. Lee
MAYOR

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



**CERTIFICATE OF REDEMPTIONS OFFICER
SHOWING TAXES AND ASSESSMENTS PAID.**

I, David Augustine, Tax Collector of the City and County San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that according to the records of my office, there are no liens against the subdivision designated on the map entitled:

Block No. 8722 Lot No. 001

Address: 1601-1799 03Rd St

for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.

David Augustine, Tax Collector

The above certificate pertains to taxes and special assessments collected as taxes for the period prior to this current tax year.

Dated this 21st day of November. This certificate is valid for the earlier of 60 days from this date or December 31, 2016. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector to obtain another certificate.

Office of the Treasurer & Tax Collector
City and County of San Francisco

Property Tax Section



José Cisneros, Treasurer

CERTIFICATE SHOWING TAXES A LIEN, BUT NOT YET DUE

I, David Augustine, Tax Collector of the City and County San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that the subdivision designated on the map entitled is subject to the following City & County property taxes and Special Assessments which are a lien on the property but which taxes are not yet due:

Block No. 8722 Lot No. 001

Address: 1601-1799 03Rd St

Estimated probable assessed value of property within the proposed Subdivision/Parcel

Map: \$186,989,393

Established or estimated tax rate: 1.2000%

Estimated taxes liened but not yet due: \$2,204,979.00

Amount of Assessments not yet due: \$2,046,199.00

These estimated taxes and special assessments have been paid.

David Augustine, Tax Collector

Dated this 21st day of November. This certificate is valid for the earlier of 60 days from this date or December 31, 2016. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector to obtain another certificate.

Office of the Treasurer & Tax Collector
City and County of San Francisco
Property Tax Section



José Cisneros, Treasurer

**CERTIFICATE OF REDEMPTIONS OFFICER
SHOWING TAXES AND ASSESSMENTS PAID.**

I, David Augustine, Tax Collector of the City and County San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that according to the records of my office, there are no liens against the subdivision designated on the map entitled:

Block No. 8722 Lot No. 008

Address: 1601-1799 03Rd St

for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.

David Augustine, Tax Collector

The above certificate pertains to taxes and special assessments collected as taxes for the period prior to this current tax year.

Dated this 21st day of November. This certificate is valid for the earlier of 60 days from this date or December 31, 2016. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector to obtain another certificate.

Office of the Treasurer & Tax Collector
City and County of San Francisco

Property Tax Section



José Cisneros, Treasurer

CERTIFICATE SHOWING TAXES A LIEN, BUT NOT YET DUE

I, David Augustine, Tax Collector of the City and County San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that the subdivision designated on the map entitled is subject to the following City & County property taxes and Special Assessments which are a lien on the property but which taxes are not yet due:

Block No. 8722 Lot No. 008

Address: 1601-1799 03Rd St

Estimated probable assessed value of property within the proposed Subdivision/Parcel

Map: \$275,317

Established or estimated tax rate: 1.2000%

Estimated taxes liened but not yet due: \$3,247.00

Amount of Assessments not yet due: \$2,023.00

These estimated taxes and special assessments have been paid.

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

David Augustine, Tax Collector

Dated this 21st day of November. This certificate is valid for the earlier of 60 days from this date or December 31, 2016. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector to obtain another certificate.

Statement of Subdivision Security
California Government Code Sections 66492 and 66493

The official records for secured real property tax maintained by the Tax Collector of the City and County of San Francisco show that the estimated amount of secured real property tax due for the fiscal year 2015-2016 and 2016-2017 for each of the following properties, which are subject to liens for taxes not yet payable, is:

Block 8722 Lot 001	
Estimate Supplemental property tax due for FY 2015-2016	\$594,747.00
Estimate Escape property tax due for FY 2016-2017	\$889,555.00
Block 8722 Lot 008	
Estimate Supplemental property tax due for FY 2015-2016	\$867.00
Estimated Escape property tax due for FY2016-2017	\$1,310.00

Pursuant to the requirements of California Government Code Section 66493, the security bond required to be posted with the Clerk of the Board of Supervisors prior to the recordation of this subdivision map is the amount of \$2,972,976.

The amount of security for the taxes specified above will remain in effect through April 10, 2017. If the parcel or the map designated above is not recorded in the Assessor-Recorder's Office on or prior to this date, a new statement of subdivision security must be obtained.

This statement does not include any assessments for taxes or other assessments that do not appear on the secured real property tax roll maintained by the San Francisco Tax Collector.

November 16, 2016

Date



DAVID P. AUGUSTINE
Tax Collector
City & County San Francisco

BOND No.: K07934725
PREMIUM: \$52,027.00
Effective Date: 11/18/2016

SUBDIVISION TAX BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, GSW Arena, LLC, as Principal and Westchester Fire Insurance Company, a Pennsylvania corporation, as Surety, are held and firmly bound unto the CITY AND COUNTY OF SAN FRANCISCO, in the penal sum of Two Million Nine Hundred Seventy Two Thousand Nine Hundred Seventy Six and No/100ths Dollars (\$2,972,976.00) lawful money of the United States of America, to be paid to the CITY AND COUNTY OF SAN FRANCISCO, State of California, for which payment, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents, to assure payment of fiscal year 2016 real estate taxes.

WHEREAS, the above named Principal is about to file a map entitled:

Final Map No. 8593

and

WHEREAS, there are no liens against the subdivision or any part thereof for unpaid state, county, municipal or local taxes or special assessments collected by taxes, except taxes or special assessments not yet payable.

NOW, THEREFORE, if the said Principal shall pay on or before April 10, 2017 all taxes and assessments, which are now a lien against said tract, or any part thereof, but not yet payable at the time of filing of the map of said tract, then this obligation is to be void and of no effect; otherwise to remain in full force and effect.

PROVIDED, however, that the Surety may terminate this bond as to future liability by giving thirty (30) days written notice to the Obligee at the above address, such termination not to affect any liability incurred or accrued prior to the expiration of said thirty (30) day period.

SIGNED, SEALED AND DATED this 18th day of November, 2016.

----- PRINCIPAL -----

----- SURETY -----

By: [Signature]

By: [Signature]

Name: David Kelly

Name: P. Austin Neff

Title: General Counsel

Title: Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

On November 18, 2016 before me, D. B. Diaz, Notary Public
Date (Here insert name and title of the officer)

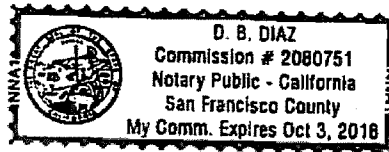
personally appeared P. Austin Neff
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~she/he/they~~ executed the same in ~~her/his/their~~ authorized capacity(ies), and that by ~~her/his/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.

D. B. Diaz
Signature of Notary



Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specifications may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Emilie George, Jessica L. Nowlin, P. Austin Neff, all of the City of SAN FRANCISCO, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents (\$75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 29 day of March 2016.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 29 day of March, AD 2016 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Spang
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this

NOV 18 2016
day of



William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER March 29, 2018.

**MISSION BAY SOUTH BLOCKS 29-32
PUBLIC IMPROVEMENT AGREEMENT**

This Mission Bay South Blocks 29-32 Public Improvement Agreement for construction of certain public improvements (the "**Agreement**") is entered into this ____ day of _____, 2016, by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California (the "**City**") and GSW ARENA LLC, a Delaware limited liability company ("**Subdivider**"), with reference to the following facts.

Except as specifically defined herein, capitalized terms shall have the meaning given in the Subdivision Code of the City and County of San Francisco for the Mission Bay Project Area, including the Mission Bay Subdivision Regulations (the "**Code**"), or the Mission Bay South Redevelopment Plan (the "**Redevelopment Plan**"), or the Redevelopment Plan's implementing documents.

RECITALS

A. Catellus Development Corporation, a Delaware corporation ("**Catellus**"), was the owner of certain property, including Block 8722 Lot 1 as shown in that certain Final Map entitled "Mission Bay Transfer Map filed for record on July 19, 1999 in Book Z of Maps, at Pages 97-119" and Lot 8 as described in that certain Quitclaim Deed recorded on December 11, 2002 as Instrument No. 2002-H309023 (the "**Property**"). Effective on December 1, 2003, Catellus merged with and into Catellus Operating Limited Partnership, a Delaware corporation ("**COLP**"). Effective December 31, 2003, COLP contributed certain properties, including the Property, and all of its right, title, interest and obligations with respect thereto, to Catellus Land and Development Corporation ("**CLDC**"). CLDC, as seller, and ARE-SAN FRANCISCO NO. 16, LLC, a Delaware limited liability company ("ARE-SF 16"), as buyer, entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated October 1, 2004 (the "ARE PSA"), pursuant to which CLDC transferred the Property and all of its right, title, interest

and obligations with respect thereto to ARE-SF 16 [Please provide City with documentation]. On October 28, 2010, ARE transferred the Property, and all of its right, title, interest and obligations with respect thereto, to Bay Jacaranda No. 2932, LLC, a Delaware limited liability company ("Jacaranda"). On October 9, 2015, Jacaranda transferred the Property, and all of its right, title, interest and obligations with respect thereto, to Subdivider.

B. The Redevelopment Agency of the City and County of San Francisco (the "Former Agency") and Catellus Development Corporation, a Delaware corporation ("Catellus") entered into that certain The Mission Bay South Owner Participation Agreement dated as of November 16, 1998 and recorded December 3, 1998 as Document No. 98-G477258-00 in the Official Records (as amended from time to time, the "**South OPA**").

C. On February 1, 2012, the Former Agency was dissolved pursuant to the provisions of California State Assembly Bill No. 1X 26 (Chapter 5, Statutes of 2011-12, First Extraordinary Session) ("AB 26"), codified in relevant part in California's Health and Safety Code Sections 34161 – 34168 and upheld by the California Supreme Court in California Redevelopment Assoc. v. Matosantos, 153 Cal.4th 231 (2011). On June 27, 2012, AB 26 was subsequently amended in part by California State Assembly Bill No. 1484 (Chapter 26, Statutes of 2011-12) ("AB 1484") (together, AB 26 and AB 1484, as amended from time to time, are referred to as the "Redevelopment Dissolution Law"). Pursuant to the Redevelopment Dissolution Law, all of the Former Agency's assets and obligations were transferred to the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body organized and existing under the laws of the State of California (the "Successor Agency"), commonly known as the Office of Community Investment and Infrastructure. Accordingly, the Successor Agency assumed the obligations under the Mission Bay South Redevelopment Plan and the South OPA, which remain in effect.

D. Under the Redevelopment Dissolution Law, a successor agency has the continuing obligation, subject to certain review by an oversight board and the State of

California's Department of Finance ("**DOF**"), to implement "enforceable obligations" which were in place prior to the suspension of such redevelopment agency's activities on June 28, 2011, the date that AB 26 was approved. The Redevelopment Dissolution Law defines "enforceable obligations" to include bonds, loans, judgments or settlements, and any "legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy" (Cal. Health & Safety Code § 34171(d)(1)(e)), as well as certain other obligations, including but not limited to requirements of state law and agreements made in reliance on pre-existing enforceable obligations. The South OPA meets the definition of "enforceable obligations" under the Redevelopment Dissolution Law.

E. In connection with the transfer of the Property from CLDC to ARE, CLDC, ARE and the Successor Agency entered into that certain Assignment, Assumption and Release Agreement, dated October 29, 2004 and recorded as Instrument No. 2004-H841649-00 in the Official Record (as the same has been assigned from time to time, the "**Master Developer Assignment**"). Through the Master Developer Assignment, FOCIL MB, LLC ("**FOCIL**") assumed the obligation of CLDC under the ARE PSA to be responsible for constructing certain public infrastructure within the existing and future public streets adjacent to (but not within) the Property.

F. A tentative map, entitled "Tentative Final Map 8593" for the proposed subdivision was approved by the Director (the "**Director**") of San Francisco Public Works ("**Public Works**"), acting as the Advisory Agency, subject to certain requirements and conditions contained in the conditions of approval dated November 12, 2015 as Public Works Order No. 184,253. On December 8, 2015, in Motion No. M15-0179, the Board of Supervisors rejected an appeal of the tentative map and upheld the tentative map decision and made findings under the California Environmental Quality Act. As part of the environmental findings, the Board of Supervisors identified mitigation measures that are applicable to the work contemplated in this Agreement and are conditions on the work provided in accordance with this Agreement. The tentative map and conditions of approval are referenced herein as "**Tentative Map**".

G. Pursuant to the provisions of the Code relating to the filing, approval, and recordation of subdivision maps, Subdivider submitted to the City, for approval and recordation, a Final Map entitled: "Final Map No. 8593" (the "**Final Map**"). The Final Map is a final map for development purposes for the Property.

H. The Code provides that before a final subdivision map or parcel map is approved by the City, the subdivider shall either have installed and completed all of the public improvements required by the City and detailed in the plans and specifications approved by the Director, or in the alternative, the subdivider shall have entered into an agreement with the City to install and complete, free of liens, all of such public improvements within a definite period of time as prescribed by the City, which agreement shall be guaranteed by approved improvement security to insure the performance of the work pursuant to the requirements of the Code.

I. Subdivider has requested that the Final Map be approved prior to the completion of construction and installation of the public improvements required by the conditions of approval of the Tentative Map and which are a part of or appurtenant to the above mentioned subdivision, including the improvements retained by FOCIL as described in Recital E above. Consistent with the Excluded Rights and Obligations retained by FOCIL under the Master Developer Assignment and as more particularly described in the ARE PSA, FOCIL is undertaking as an obligation to Subdivider (as assignee of certain provisions of the ARE PSA) the obligations relating to or arising hereunder in connection with the required infrastructure.

J. Subdivider, in consideration of the approval and recordation of the Final Map by the City, desires to enter into this Agreement providing that Subdivider shall install and complete, or cause to be installed and completed, the Required Infrastructure, as defined below, in connection with the proposed subdivision as depicted on the applicable Plans and Specifications (as those terms are defined below).

K. FOCIL and the Agency have agreed to the Financing Plan for the financing, among other things, of the acquisition, construction and installation of Infrastructure, as more particularly defined in the Infrastructure Plan. FOCIL and

Agency have entered into an Acquisition Agreement in accordance with the Financing Plan, for the payment for and acquisition by the City of the Acquisition Facilities and Components of Acquisition Facilities (as same are defined therein), in accordance with the South OPA.

L. On December 15, 2015, the Board of Supervisors adopted Ordinance No. 231-15, which it delegated to the Director the right to: (A) accept the required but as yet unfinished public improvements when such improvements have been constructed in accordance with the Project Plans and Specifications and all City codes, regulations, standards, and Mission Bay South Redevelopment Plan and Plan Documents governing this development and such improvements are ready for their intended use; (B) acknowledge the Conditional Assignment of Warranties and Guaranties on behalf of the Board of Supervisors in accordance with the Mission South Acquisition Agreement when the Director of Public Works determines that the improvements have been inspected and are ready for their intended uses; (C) dedicate to public use the lot known as Assessor Block 8722/Lot 7 and designate it for street and roadway purposes, and accept the improvements thereon for City maintenance and liability purposes; and (D) take all other official acts necessary for or related to acceptance of the public improvements.

M. This Agreement also sets forth Subdivider's obligation to maintain and repair the Required Infrastructure until Accepted by the City, subject to the applicable warranty period.

NOW, THEREFORE, in order to ensure satisfactory performance of Subdivider's obligations under the Code, and in consideration of the approval and recordation by the City of the Final Map (including the dedications related thereto), the implementation of the conditions of approval of the Tentative Map, and other valuable consideration, Subdivider and City agree as follows:

1. Subdivider's Obligations.

(a) Required Infrastructure. Subdivider shall in a good and workmanlike manner furnish all necessary materials and complete the public infrastructure improvements described in the approved Improvement Plans as defined in Exhibit "A" to this Agreement and in conformity with Section 1(b) hereof at Subdivider's own expense (the "Required Infrastructure").

(b) Other Obligations. Per the Tentative Map Conditions of Approval, SFPUC Wastewater Enterprise, Condition 3, "Subdivider shall comply with Mitigation Measure M-C-UT-4: Fair Share Contribution for Mariposa Pump Station Updates that requires the Subdivider to pay its fair share for improvements to the Mariposa Pump Station and associated wastewater facilities required to provide adequate sewer capacity within the project area and serve the project as determined by the SFPUC. The contribution shall be in proportion to the wastewater flows from the proposed project relative to the total design capacity of the upgraded pump station(s). The City will record a Notice of Special Restrictions on the property that requires that the parties enter an agreement for the payment for the Fair Share Contribution and agreement for a formula for the calculation thereof. The NSR shall be recorded prior to the closing on the sale of any lot to a third party other than the owner as shown on the final map or the first TCO, whichever first occurs.

(c) Completion. Subdivider shall complete the Required Infrastructure within two (2) years following the recordation of the Final Map, and in all cases prior to the issuance of the first certificate of occupancy for any structure on the Property. The periods of time provided in this Section 1(d) may be extended upon application by Subdivider and approval by the Executive Director of the Successor Agency and the Director of Public Works. In reviewing such application for an extension of time, the Executive Director of the Successor Agency and the Director of Public Works shall consider reasonable construction methodology, scheduling, access and storage requirements for each adjacent project.

(d) As-Built Plans. Following the completion of the Required Infrastructure, Subdivider shall furnish to Public Works and, if requested, the City Department of Building Inspection, as-built plans of the Required Infrastructure in both electronic in autocad format acceptable to the Director and paper formats and any reports required by any related Plans and Specifications.

(e) Stormwater Treatment. Stormwater Treatment shall meet, to the extent applicable, all Federal, State and Local regulations, including any applicable requirements of the NPDES Phase II General Permit (August 2004), and SFPUC Stormwater Design Guidelines (January 2010) as may be amended or revised. Such requirements shall be met through acceptable Best Management Practices ("BMPs") and a Stormwater Control Plan, as applicable, and as approved by the SFPUC through further design and development.

(f) SFPUC Cooperation. SFPUC has requested FOCIL to undertake the design and construction of a portion of a new SFPUC project described as the Bay Corridor Transmission and Distribution ("BCTD") at SFPUC expense, which includes electrical ducts, vaults and appurtenances within portions of 16th Street, Illinois Street and Terry Francois Boulevard fronting or in proximity to the Property. In the event that SFPUC and FOCIL enter into an agreement governing the parties' respective obligations with respect to the design, construction and reimbursement for the BCTD, Subdivider will, at SFPUC's cost and at no cost to Subdivider, cooperate with both parties as reasonably necessary to allow completion of the BCTD concurrently with the Required Infrastructure and in accordance with the terms of such agreement.

2. Improvement Security.

(a) Security for the Required Infrastructure. Prior to the Director executing this Agreement on behalf of the City and the City releasing the Final Map for recordation, Subdivider shall furnish and deliver to the Director bonds, in favor of the City and any co-obligees designated therein, substantially in the form attached as Exhibit "B", which shall be acceptable to the City Attorney, securing the installation and completion of the Required Infrastructure as follows (collectively, the "Security"):

(i) A performance bond in the amount of Seventeen Million Three Hundred Eighty-Three Thousand Two Hundred Fourteen and 00/100 Dollars (\$17,383,214.00) (100% of the estimated "hard" cost of completion of construction and installation of the Required Infrastructure and reasonable additional contingencies, changes and modifications thereto) to secure the satisfactory performance of Subdivider's obligation to complete the Required Infrastructure; and

(ii) A labor and material bond in the amount of Eight Million Six Hundred Ninety-One Thousand Six Hundred Seven and 00/100 Dollars (\$8,691,607.00) (50% of the estimated "hard" cost of completion of construction and installation of Required Infrastructure, and reasonable additional contingencies, changes and modifications thereto) to secure payment to Subdivider's contractor, and to subcontractors and persons furnishing labor, materials, equipment or services, for construction or installation of the Required Infrastructure.

(b) Other Acceptable Security. In lieu of providing any of the Security described in Sections 2(a) or 3(c), Subdivider may, subject to the approval of the Director, provide a deposit or other security as described in Section 66499 of the Government Code. Security shall be provided hereunder only to the extent that the projected Acquisition Funds are reasonably determined by the Director (in consultation with the Successor Agency, as appropriate), to be insufficient (in time or amount) to pay the expected Acquisition Prices of the Acquisition Facilities.

(c) Use of Security. If, after commencement thereof, any portion of the Required Infrastructure is not completed within the time periods specified in Section 1(b), and such period is not extended by the City or as otherwise provided under this Agreement, or Subdivider has not satisfactorily corrected all deficiencies during the Warranty Period, the Security provided for such portion of the Required Infrastructure may, by resolution of the Board of Supervisors, be used by the City for completion of such Required Infrastructure in accordance with the applicable Plans and Specifications and for correction of such deficiencies.

3. Construction of Required Infrastructure.

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

(b) Extensions.

(i) Extensions Generally. If any of the Required Infrastructure is not completed within the time periods specified in Section 1(d), the Subdivider may request extensions of time, by submission of a request(s) to the Director. A request shall be in writing, state adequate evidence to justify the extension, and shall be made not less than thirty (30) days prior to expiration of the applicable time period set forth in this Agreement or any extension thereof. The Director shall in good faith attempt to determine within such time whether an extension of time shall be granted. The Director's failure to respond within the time specified shall, however, not constitute either a grant or denial of the requested extension. The time period for completion under this Agreement shall be automatically extended for the period during which a request for an extension is pending a determination by the Director or for any "Unavoidable Delay" as provided in Section 3(b)(ii) and in Section 8(c). The Director shall not unreasonably withhold or delay a request for an extension. The Director may reasonably condition an extension subject to the terms of this Agreement and the conditions provided in the Code, including execution of an extension agreement as provided in the Code Section 1451.1.C(3). No extension approved hereunder shall relieve the surety's liability on the bond to secure the faithful performance of this Agreement.

(ii) The periods of time for performance under this Agreement shall be extended for Unavoidable Delay, as provided below, and as further provided in Section 8(c), associated with permit processing, including, without limitation, permit processing and obtaining permits and approvals from all other agencies with jurisdiction, such as, as applicable, Caltrans and resource agencies, and for Unavoidable Delays associated with construction, provided that Subdivider has acted diligently and in good

faith to avoid foreseeable delays in performance, to remove the cause of the delay, or to develop a reasonable alternative means of performance. The period of extension for Unavoidable Delay shall not be less than the period of such delay. Once a determination of Unavoidable Delay has been made, the Subdivider shall provide the City with monthly status reports so the Director can assess whether the Unavoidable Delay is appropriate or whether the delay period should be modified.

(iii) The provisions in this Section 3(b) are in addition to and not a limitation of any other provision for extensions in this Agreement.

(c) Revisions to Plans and Specifications. Requests by the Subdivider for revisions, modifications or amendments to the approved Plans and Specifications ("Plan Revision") shall be submitted in writing to the Director (with a copy to the Director's designee and, if requested, to the Successor Agency). If the Plan Revision is acceptable to the Director (or the Director's designee) and the Successor Agency, as required, and is substantially consistent with the Plans, Plan Documents and Tentative Map, the Director (or the Director's designee) shall initial the proposed Plan Revision. Construction in accordance with any Subdivider-proposed Plan Revision shall not commence until the Plan Revision has been received and approved by the Director (or the Director's designee).

(i) Notwithstanding the foregoing, prior approval by the Director (or the Director's designee) of Plan Revisions shall only be required for such Plan Revisions which in any way materially alter the quality or character or expected future maintenance costs of the Required Infrastructure, involve an amount equal to the greater of five percent (5%) of the amount of the bid for the portion of the Required Infrastructure involved or \$50,000, or are not substantially consistent with the Plans, Plan Documents and Tentative Map. The cost of the Plan Revision shall be evidenced through submittal of copies of supplemental agreements with contractors. The Director (or the Director's designee) shall approve or deny all such Plan Revisions for which such approval is required hereunder. Any denial shall be in writing, and within ten (10) business days of receipt by the Director (or the Director's designee), state the reasons

for denial and the actions, if any, that the Director (or the Director's designee) in good faith believes can be taken to obtain later approval. Any such Plan Revision properly submitted to the Director (or the Director's designee) and not denied in writing by the Director (or the Director's designee) within such 10 day period shall be deemed to be approved in the form submitted for purposes of this Agreement.

(ii) If the proposed Plan Revision includes a change which will require a non-material change (within the meaning of the Interagency Cooperation Agreement) to the Infrastructure Plan then in effect, the Subdivider shall not proceed with such affected portion of the work without the prior written authorization (or conditional authorization) from the Director (or the Director's designee). The Director shall in good faith attempt to determine, within ten (10) business days of receipt of the proposed Plan Revision, whether to approve, conditionally approve or deny the proposed Plan Revision. The Director's failure to respond within such ten (10) day period, however, shall not constitute either an approval or denial of the application, provided that the Director shall respond in good faith within a reasonable time thereafter. The proposed Plan Revision may be performed pending final review and approval of a non-material change to the Infrastructure Plan, provided either that (1) adequate Security is still available (2) adequate other acceptable Security has been provided or separate Security is deemed unnecessary in accordance with Section 2(b), or (3) additional security is provided, if Security provided hereunder has been otherwise released, for both the proposed Plan Revision and, if deemed reasonable and appropriate by the Director, for any subsequent modification (or removal) of the proposed Plan Revision that may be required by a subsequent action, if any is necessary, approving, denying or modifying the proposed non-material change.

(iii) If the proposed Plan Revision includes a change which will require a material amendment (within the meaning of the Interagency Cooperation Agreement) to the Infrastructure Plan then in effect, the Subdivider shall not proceed with such affected portion of the work without the prior written authorization (or conditional authorization) from the Director (or the Director's designee). The Director shall in good faith attempt to determine, within fifteen (15) business days of receipt of

the proposed Plan Revision, whether to approve, conditionally approve or deny the proposed Plan Revision. The Director's failure to respond within such fifteen (15) day period, however, shall not constitute either an approval or denial of the application, provided that the Director shall respond in good faith within a reasonable time thereafter. The Director may, in the exercise of the Director's reasonable discretion, suspend performance of the affected portion of the work pending approval of the proposed material Infrastructure Plan amendment, or may allow the Plan Revision to be performed by the Subdivider, at Subdivider's own risk, pending final review and approval of the proposed Infrastructure Plan amendment, subject to such conditions as the Director may reasonably determine are appropriate. Any such conditional authorization to proceed with the proposed Plan Revision may include, without limitation, ensuring that there is (1) adequate Security still available, (2) adequate other acceptable security has been provided (or separate security is deemed unnecessary) in accordance with Section 2(b), or (3) additional security is provided, if Security provided hereunder has been otherwise released, for the proposed Plan Revision and, if deemed reasonable and appropriate by the Director, for any subsequent modification (or removal) of the proposed Plan Revision that may be required by a subsequent action approving, denying or modifying the proposed material amendment.

(iv) Any Infrastructure Plan amendments or other related documentation required because of a Plan Revision shall be processed with reasonable promptness as determined by the parties. Infrastructure Plan amendments may be processed separately or joined with other proposed amendments.

(v) Plan revisions shall be accompanied by drawings and specifications and other related documents showing the proposed Plan Revision so as to adequately describe the proposed change and the cost and affect thereof.

(d) Subdivider shall, at no cost to the City, cause all new or replacement electricity distribution facilities, telephone, community cable, and other distribution facilities located on the subject property to be placed underground. Prior to issuance of any street or building permits for Infrastructure, the site plans must

demonstrate that underground utilities and structures are designed to accommodate future settlement. All utilities, vaults, splice boxes and appurtenances shall be placed underground, subject to approval by the Director.

(e) Subdivider shall, at no cost to the City, cause the contractor(s) to obtain all permits, including but not limited to special traffic permits, and plan for and cooperate with:

- (i) the MUNI construction project on Third Street;
- (ii) the Block 33-34 Project on Third Street, 16th Street and Illinois Street.
- (iii) All work shall be planned to accommodate the Giants Schedule and
- (iv) All work shall be planned to accommodate existing traffic including but not limited to other construction projects in Mission Bay including the City closure of the Third Street Bridge.

4. Release of Security. The Security, or any portion thereof, not required to (i) secure completion of Subdivider's obligations for constructing or installing the Required Infrastructure to which such Security relates or (ii) satisfy claims by contractors, subcontractors, and/or persons furnishing materials or equipment in connection with the Required Infrastructure to which such Security relates shall be released to Subdivider, or its successors in interest, or reduced, as follows:

(a) One Year Warranty Bond. Upon the Director's completeness determination in accordance with Section 5(a), the performance bond or other security in the amount provided in Section 2(a)(i) (as the same may be adjusted from time to time in accordance with the terms hereof), as applicable, shall be reduced to ten percent (10%) of the original amount for the purpose of warranting repair of any defect in the applicable Required Infrastructure which defect occurs during the applicable Warranty Period (as defined below).

(b) Payment Claims. If at the time of the Director's completeness determination made in accordance with Section 5(a), any claims by any contractor, subcontractor or person furnishing labor, materials or equipment to the Subdivider have been filed against the City, then the labor and materials bond Security shall only be

reduced to an amount equal to the amount of all such claims filed or to 10% of the original amount whichever is greater.

(c) Partial Release. Notwithstanding the release provisions in Section 4(a) and 4(b), the Security may be reduced in conjunction with completion of any portion or Component of the Required Infrastructure to the satisfaction of the Director in accordance with Section 5(a) hereof to an amount determined by the Director that is not less than the Actual Cost of an Acquisition Facility or a Component thereof for a completed Acquisition Facility or Component. Prior to the date that the conditions set forth in Section 4(d) are satisfied, in no event, however, shall the amount of the Security be reduced below the greater of (i) the amount required to guarantee the completion of the remaining portion of the Required Infrastructure and any other obligation imposed by the Subdivision Map Act, the Code or this Agreement; or (ii) ten percent (10%) of the original amount.

(d) Release of Remaining Security. The remaining Security shall be released when all of the following have occurred with respect to the applicable Required Improvement:

(i) the expiration of the Warranty Period or, with respect to any specific claim of defects or deficiency in the Required Infrastructure timely made pursuant to Section 4(a), one (1) year following the date that such deficiency was corrected or waived in writing; and

(ii) if any claims identified in Subsection 4(b) above have been filed against the City, all such claims have been satisfied or withdrawn, or otherwise secured, by bond or other security approved by the Director (or the Director's designee).

Nothing herein shall be construed to mean that the Subdivider is responsible under the warranty bond or otherwise for the repair, replacement, restoration, or maintenance of Required Infrastructure damaged by the actions of third parties, including, without limitation, the owners or developers of adjacent projects, their agents,

employees, contractors, subcontractors, invitees or licensees, and no actions by any such parties shall affect Subdivider's responsibilities or the release of the Security.

5. Completion and Acceptance.

(a) Director's Inspection. Upon request from the Subdivider for a completeness determination, the Director shall promptly determine whether the Required Infrastructure, or portion or Component thereof, is ready for its intended use and completed substantially in conformity with the Plans and Specifications and applicable City Regulations and shall notify Subdivider as soon as reasonably practicable in writing of the determination. If the determination is that it does meet such requirements, the applicable Required Infrastructure, or portion thereof, shall be deemed complete. If the determination is that it does not meet such requirements, the Director shall, in such determination notice, identify with particularity the reasons therefor.

(b) Acceptance. "Acceptance" by the City of any Required Infrastructure, or portion or Component thereof, for public use and maintenance shall be deemed to have occurred when:

(i) The Required Infrastructure, or portion or Component thereof, which is requested by the Subdivider in accordance with Section 5(a) to be accepted, has been completed;

(ii) The Required Infrastructure, or portion or Component thereof, has been inspected by the Director in accordance with Subsection 5(a) above and found by the Director to be ready for its intended use and completed substantially in accordance with the Plans and Specifications, and applicable City Regulations, and the Director has certified to the Board of Supervisors that all of the Required Infrastructure which the City is requested to accept has been so satisfactorily completed; and

(iii) The Director, in accordance with the authority delegated under the Board Delegation Ordinance, accepts the applicable Required Infrastructure, or portion thereof, for public use and maintenance subject to the provisions of San

Francisco Administrative Code Section 1.52 and Subdivider's maintenance and warranty obligations under Sections 6(a) and 7(a), respectively, hereof.

(c) Acceptance and Dedications. The Final Map includes certain offers of dedication as more particularly set forth therein. In addition, Offers of Dedication for the Required Infrastructure will be necessary for Acceptance.

The Director shall accept, conditionally accept or reject such offers of dedication upon the Director's determination in accordance with Section 5(b) of completion of the Required Infrastructure, or portion or Component thereof. Subdivider will coordinate with the City and assist in the City's process for dedication and Acceptance of Required Infrastructure by: (i) providing necessary maps, legal descriptions and plats for street openings, proposed easements and/or dedications for right of way or utility purposes and for relinquishment of existing rights of access and utilities associates with on-site and off-site development; and (ii) executing easement agreements and grant deeds as required by the conditions of approval for the Tentative Map.

6. Subdivider's Responsibility for Disposition of Existing Utilities and Maintenance of Required Infrastructure.

(a) Existing Utilities. In the event any existing water lines, sanitary sewer and storm drain facilities (collectively, "Existing Utilities") are found within the vacated public utility easements located on the Property, such Subdivider shall relocate, abandon and/or remove such Existing Utilities to the satisfaction of the SFPUC when the Required Infrastructure has been completed. Further, the Subdivider shall abandon and/or remove, to the satisfaction of the Director of Public Works, any abandoned private storm systems found within portion of the Property that will be dedicated as public property or right-of-way.

(b) Maintenance. Until Accepted, Subdivider shall be responsible for the maintenance and repair of the Required Infrastructure. Thereafter, the City shall assume the responsibility of operating and maintaining the Required Infrastructure, or

portion thereof, subject to the limitations in Section 5(b)(iii) above, and Subdivider's obligations under Section 7(a) of this Agreement.

(c) Protection of Required Infrastructure. In order to protect the Required Infrastructure from damage until such time as the Required Infrastructure, or portion thereof, is Accepted, Subdivider may erect a construction fence around areas under construction to be constructed in the future or constructed but not Accepted, provided that Subdivider has procured all necessary permits and complied with all applicable laws; however, no construction fence may be constructed or maintained which is determined by the Director to adversely affect public health or safety, or the ingress and egress of emergency vehicles.

7. Warranty and Indemnity.

(a) Warranty. Acceptance of Required Infrastructure by the City shall not constitute a waiver of defects by the City. Subdivider covenants that all Required Infrastructure constructed or installed by Subdivider shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year following the completion of the Required Infrastructure (or applicable portion thereof) to the satisfaction of the Director in accordance with Section 5(a) above, and (2) in the case of plant materials and trees, one (1) year from the date the Director receives certification from the City Construction Manager that the trees have passed a plant establishment period as set forth in the Plans and Specifications (each of the foregoing time periods, the "Warranty Period"). During the Warranty Period, Subdivider shall, as necessary, and upon receipt of a request in writing from the Director that the work be done, correct, repair or replace any defects in the Required Infrastructure at its own expense. During the Warranty Period, should Subdivider fail to act with reasonable promptness to make such correction, repair or replacement, or should an emergency require that correction, repair or replacement be made before Subdivider can be notified (or prior to Subdivider's ability to respond after notice), City may, at its option, provided that notice thereof is provided to Subdivider, make the necessary correction, repair or replacement or otherwise perform the necessary work and Subdivider shall reimburse

the City for the actual cost thereof. During the Warranty Period, the City shall hold Subdivider's reduced performance bond (or separate warranty bond in the same amount) as described in Section 4, to secure performance of Subdivider's foregoing warranty obligations.

(b) Indemnity. Subdivider agrees that subject to the warranty provisions on Subdivider's obligations set forth in Section 7(a), Subdivider shall indemnify, defend and hold the City and each of the City's Agencies, together with their commissioners, directors, officers, employees, agents, successors and assigns (collectively, "City Indemnified Parties"), harmless from and against any and all Losses arising out of the breach of this Agreement by the Subdivider, the Subdivider's or any of its contractors', agents', consultants' or representatives' negligent or defective construction of the Required Infrastructure constructed or installed by the Subdivider under this Agreement, the Subdivider's non-payment under contracts between the Subdivider and its consultants, engineers, advisors, contractors, subcontractors or suppliers in the provision of such Required Infrastructure, or any claims of persons employed by the Subdivider or its contractors, agents, consultants or representatives to construct such Required Infrastructure, in all cases subject to the terms, conditions, exceptions (including, without limitation, the exception for negligence or willful acts or omissions of the indemnified party) and limitations contained in the South OPA and the Interagency Cooperation Agreement, as applicable, and further provided that any demand for indemnification hereunder with respect to negligent or defective construction must be brought, if at all, within two (2) years after the related Required Infrastructure, or portion therefor, is determined to be complete by the Director in accordance with Section 5(a) hereof.

The City shall not be an insurer or surety for the design or construction of the Required Infrastructure pursuant to the approved Plans and Specifications, nor shall any officer or employee thereof be liable or responsible for any accident, loss, or damage happening or occurring during the construction of the Required Infrastructure as specified in this Agreement, except as may arise due to the negligence or willful acts or omissions of the City Indemnified Parties.

8. Miscellaneous.

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

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

(c) Unavoidable Delay. All time periods in this Agreement shall be extended for Unavoidable Delay in accordance with this Section. A party who is subject to Unavoidable Delay in the performance of an obligation hereunder, or in the satisfaction of a condition to the other party's performance hereunder, shall be entitled to a postponement of the time for performance of such obligation or satisfaction of such condition during the period of enforced delay attributable to an event of Unavoidable Delay. If repair, replacement, or reconstruction of any Required Infrastructure (or any portion thereof) or any other public improvements is necessitated by Unavoidable Delay, then the time period for completion of the applicable work as provided in this Agreement shall be extended as provided in this Section, including any periods required for redesign, mobilization and other construction related requirements and such repair, replacement or reconstruction shall, as necessary, be reflected in a Plan Revision or an extension agreement (as provided in the Subdivision Code Section 1451.1.(c)(3)) in accordance with this Agreement. The Unavoidable Delay provision set forth in this Section shall not apply, however, unless (i) the party seeking to rely upon such provisions shall have given notice to the other party, within thirty (30) days after obtaining knowledge of the beginning of an enforced delay, of such delay and the cause or causes thereof, to the extent known, and (ii) the party claiming the Unavoidable Delay must at all times be acting diligently and in good faith to avoid foreseeable delays

in performance, to remove the cause of the delay or to develop a reasonable alternative means of performance.

(d) Attorneys' Fees. Should either party hereto institute any action or proceeding in court to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party, actual court costs and expenses incurred by the prevailing party including, without limitation, expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered the prevailing party in such action or proceeding. Attorneys' fees under this Section 8(d) 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 actually incurred in connection with such action.

For purposes of this Agreement, reasonable fees of attorneys and any in-house counsel for the City or the Subdivider shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for which the City's or the Subdivider's in-house counsel's services were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the City, or, in the case of the Subdivider's in-house counsel, as employed by the outside counsel for the Subdivider.

(e) Notices.

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

In the case of a notice or communication to the Director of Public Works:

Director of Public Works
City and County of San Francisco
City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Infrastructure Task Force Manager
Telefacsimile: (415) 554-6944

With copies to:

Successor Agency to the Redevelopment Agency of the
City and County of San Francisco
One South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Mission Bay Project Manager
Telefacsimile: (415) 749-2585

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: John Malamut
Reference: Mission Bay South
Telefacsimile: (415) 554-4757

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

GSW Arena LLC
1011 Broadway
Oakland, California 95607
Attention: David Kelly, Esq.

With copies to:

Gibson, Dunn & Crutcher LLP
555 Mission Street
San Francisco, California 94105
Attn: Neil Sekhri
Telefacsimile: (415) 374-8435

FOCIL-MB, LLC
c/o Mission Bay Development Group, LLC
410 China Basin Street
San Francisco, California 94158

Attention: Mr. Seth Hamalian and Legal Department
Telefacsimile: (415) 355-6692

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

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

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

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

(C) if approval is being requested, shall be clearly marked "Request for Approval under the Mission Bay – Public Improvement Agreement"; and

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

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

(iii) Any notice or request for review, consent or other determination or action by the Director that could be subject to deemed approval under any provision of this Agreement shall display prominently on the envelop enclosing such request (if any) and the first page of such request, substantially the following words:

"MISSION BAY INFRASTRUCTURE: IMMEDIATE ATTENTION REQUIRED; FAILURE TO RESPOND COULD RESULT IN THE REQUEST BEING DEEMED APPROVED."

(f) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and upon such transfer, the Subdivider shall be released from its obligations hereunder. Any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned and shall be subject to the reasonable approval of the Director. Any such assignee shall be afforded all of the rights of Subdivider hereunder, including the right to enter upon property owned by the City in order to perform its obligations hereunder. Upon the effective date of any such assignment, City shall release Subdivider, as assignor, from all obligations hereunder accruing from and after the effective date of such assignment.

(g) Interagency Cooperation Agreement. The City shall cooperate with the Subdivider consistent with the terms of the Interagency Cooperation Agreement, including, without limitation, in obtaining applicable approvals required for the construction of the Required Infrastructure. The City shall use reasonable efforts to obtain the compliance by Agency and affected City departments with the provisions of the Interagency Cooperation Agreement as they affect the inspection and Acceptance by the City of Required Infrastructure.

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

(i) Parties in Interest. Except as set forth in Section 9(f), nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Subdivider any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises, and agreements in this

Agreement contained by or on behalf of the City or the Subdivider shall be for the sole and exclusive benefit of the City and the Subdivider.

(j) Amendment. This Agreement may be amended, from time to time, by written supplement or amendment hereto and executed by both the City and the Subdivider. The Director is authorized to execute on behalf of the City any amendment that the Director determines is in the City's best interests and does not materially increase the City's obligations or materially diminish the City's rights under this Agreement.

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

(l) Interpretation of Agreement. Unless otherwise provided in this Agreement, whenever approval, consent or satisfaction is required of the Subdivider or the City pursuant to this Agreement, it shall not be unreasonably withheld or delayed. Captions used in this Agreement are for convenience or reference only and shall not affect the interpretation or meaning of this Agreement.

(m) Other Requirements. Subdivider shall comply with any applicable requirements of Attachment H, Mission Bay South Program in Diversity/Economic Development Program, to the South OPA.

This Agreement shall in no way be construed to limit or replace any other obligations or liabilities which the parties may have in the Plan and Plan Documents, including the South OPA, the Land Transfer Agreements, the Interagency Cooperation Agreement or any Permit to Enter issued in accordance therewith.

9. Insurance. Subdivider shall, at all times prior to Acceptance of the Required Infrastructure, comply with the insurance requirements set forth in any Permit to Enter issued by the Successor Agency in accordance with the South OPA or by the City in accordance with the Interagency Cooperation Agreement, or otherwise in accordance with any other applicable City Regulations. Subdivider shall furnish to the Successor Agency and the City, from time to time upon request by Agency's or the


City's Risk Manager, a certificate of insurance (and/or, upon request by the Successor Agency or the City's Risk Manager, a complete copy of any policy) regarding each insurance policy required to be maintained by the Subdivider under any Permit to Enter issued by the Successor Agency in accordance with the South OPA or by the City in accordance with the Interagency Cooperation Agreement, or otherwise in accordance with any other applicable City Regulations.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, City and Subdivider have executed this Agreement in one or more copies as of the day and year first above written.

"SUBDIVIDER"

GSW ARENA LLC,
a Delaware limited liability company

By: 
Name: David Kelly
Title: General Counsel

"CITY"

CITY AND COUNTY OF SAN FRANCISCO

Name:
Title: Director of the Department of Public Works

APPROVED AS TO FORM:

DENNIS J. HERRERA
CITY ATTORNEY

John Malamut
Deputy City Attorney

Exhibit "A"

Plans and Specifications

Improvement Plans and Specifications prepared for FOCIL MB, LLC by Freyer and Laureta, Inc., entitled "Mission Bay Blocks 29-32 Public Improvements Permit Set", with Job Number 42037C, dated November 1, 2016.

Exhibit "B"

Form: Faithful Performance Bond
Blocks 29-32
Required Infrastructure

Whereas, the Board of Supervisors of the City and County of San Francisco, State of California, and GSW ARENA LLC (hereafter designated as "**Principal**") have entered into that certain Mission Bay South Blocks 29-32 Public Improvement Agreement, dated _____, 2016 (the "**Agreement**"), which is hereby referred to and made a part hereof, whereby Principal agrees to install and complete certain designated public improvements identified therein as the Required Infrastructure; and

Whereas, Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement;

Now, therefore, we, Principal and the undersigned, as corporate surety (hereinafter "**Surety**"), are held and firmly bound unto the **City and County of San Francisco** (hereafter called "**City of San Francisco**") in the penal sum of _____ Dollars (\$ _____ .00) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep, and perform the covenants, conditions, and provisions in the agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to his or their true intent and meaning, and shall indemnify and save harmless the City of San Francisco, its officers, agents, and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City of San Francisco in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement, the work to be performed thereunder, or the specifications accompanying the agreement shall in any way affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the agreement, the work, or the specifications.

In witness whereof, this instrument has been duly executed by Principal and Surety on _____, 201__.

"PRINCIPAL"

"SURETY"

GSW ARENA LLC,
a [Delaware] limited liability company

By: _____
Name:
Title:

By: _____
Its: _____

Address: _____

Telephone: _____

Facsimile: _____

Labor and Material Bond
Blocks 29-32
Required Infrastructure

Whereas, the Board of Supervisors of the City and County of San Francisco, State of California, and GSW ARENA LLC (hereafter designated as "**Principal**") have entered into that certain Mission Bay South Block 1 Public Improvement Agreement, dated _____, 2016 (the "**Agreement**"), which is hereby referred to and made a part hereof, whereby Principal agrees to install and complete certain designated public improvements identified therein as the Required Infrastructure; and

Whereas, under the terms of the Agreement, Principal is required before entering upon the performance of the work to file a good and sufficient payment bond with the City and County of San Francisco to secure the claims to which reference is made in Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

Now, therefore, we, the Principal and the undersigned, as corporate Surety (hereinafter "**Surety**"), are held and firmly bound unto the City and County of San Francisco and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the agreement and referred to in Title 15 of the Civil Code in the sum of _____ Dollars (\$ _____ .00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount set forth. If suit is brought on this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City and County of San Francisco, in successfully enforcing the obligation, to be awarded and fixed by the Court, to be taxed as costs, and to be included in the judgment rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under

Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If the condition of this bond is fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension, alteration, or addition.

In witness whereof, this instrument has been duly executed by Principal and Surety on _____, 2016.

"PRINCIPAL"

"SURETY"

GSW ARENA LLC,
a [Delaware] limited liability company

By: _____
Name:
Title:

By: _____
Its: _____

Address: _____

Telephone: _____

Facsimile: _____

F110070 BOS COPY
MON BOND

Bond No. K07934804
Premium: \$217.00

MONUMENTATION BOND FOR SUBDIVISIONS

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS, GSW Arena, LLC, hereinafter called SUBDIVIDER, is the developer of that certain subdivision commonly known as Mission Bay South Blocks 29-32 being a subdivision of Assessor's Blocks 8722 ("Parcel Map") and WHEREAS, all monuments have not yet been set related to the proposed Parcel Map of Mission Bay for said subdivision.

NOW, THEREFORE, we the Subdivider, as Principal, and Westchester Fire Insurance Company (Surety) as surety are held and firmly bound unto the City and County of San Francisco ("City") in the sum of Twelve Thousand Four Hundred and No/100ths Dollars (\$12,400.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, if any or all or either of them, shall fail to pay any engineer or surveyor for the setting up of the monuments of the character and number and in the positions indicated on the Parcel Map, then said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon the Bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the Judgement therein rendered.

IT IS HEREBY EXPRESSLY STIPULATED AND AGREED that this bond shall ensure to the benefit of any and all persons, companies, and corporations entitled to file claims against it.

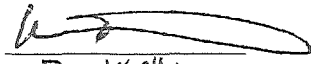
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the above referenced letter of agreement, or to the work to be performed thereunder, shall in any way affect its obligations on the Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or contract.

N WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named on November 18, 2016.

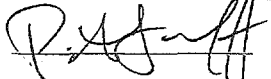
PRINCIPAL

GSW Arena, LLC

By: 
Its: David Kelly
General Counsel

SURETY

Westchester Fire Insurance Company

By: 
Its: P. Austin Neff, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

On November 18, 2016 before me, D. B. Diaz, Notary Public
Date *(Here insert name and title of the officer)*

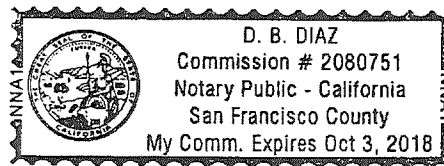
personally appeared P. Austin Neff
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~she/he/they~~ executed the same in ~~her/his/their~~ authorized capacity(ies), and that by ~~her/his/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.

D B Diaz
Signature of Notary



Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested

Does hereby nominate, constitute and appoint Emilie George, Jessica L. Nowlin, P. Austin Neff, all of the City of SAN FRANCISCO, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents (\$75,000,000 00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 29 day of March 2016

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney

 Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
 COUNTY OF PHILADELPHIA ss.

On this 29 day of March, AD 2016 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written



Karen E. Brandt

 Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this

NOV 18 2016
 day of



William L. Kelly

 William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER March 29, 2018



Exhibit "B"

Form: Faithful Performance Bond
Blocks 29-32
Required Infrastructure

Whereas, the Board of Supervisors of the City and County of San Francisco, State of California, and GSW ARENA LLC (hereafter designated as "**Principal**") have entered into that certain Mission Bay South Blocks 29-32 Public Improvement Agreement, dated _____, 2016 (the "**Agreement**"), which is hereby referred to and made a part hereof, whereby Principal agrees to install and complete certain designated public improvements identified therein as the Required Infrastructure; and

Whereas, Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement;

Now, therefore, we, Principal and the undersigned, as corporate surety (hereinafter "**Surety**"), are held and firmly bound unto the **City and County of San Francisco** (hereafter called "**City of San Francisco**") in the penal sum of Seventeen Million Three Hundred Eighty Three Thousand Two Hundred Fourteen and No/100ths - ----- **Dollars (\$ 17,383,214 .00)** lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep, and perform the covenants, conditions, and provisions in the agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to his or their true intent and meaning, and shall indemnify and save harmless the City of San Francisco, its officers, agents, and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City of San Francisco in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement, the work to be performed thereunder, or the specifications accompanying the agreement shall in any way affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the agreement, the work, or the specifications.

In witness whereof, this instrument has been duly executed by Principal and Surety on November 18, 2016.

"PRINCIPAL"

GSW ARENA LLC,
a Delaware limited liability company

By: [Signature]
Name: David Kelly
Title: General Counsel

"SURETY"

Westchester Fire Insurance Company

By: [Signature]
Its: P. Austin Neff, Attorney-In-Fact

Address: 436 Walnut Street
Philadelphia, PA
19106

Telephone: (215) 640-1000

Facsimile: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

On November 18, 2016 before me, D. B. Diaz, Notary Public
Date (Here insert name and title of the officer)

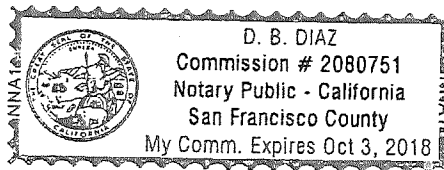
personally appeared P. Austin Neff
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~she/he/they~~ executed the same in ~~her/his/their~~ authorized capacity(ies), and that by ~~her/his/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.

D. B. Diaz
Signature of Notary



Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested

Does hereby nominate, constitute and appoint Emilie George, Jessica L. Nowlin, P. Austin Neff, all of the City of SAN FRANCISCO, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents (\$75,000,000 00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 29 day of March 2016.

WESTCHESTER FIRE INSURANCE COMPANY

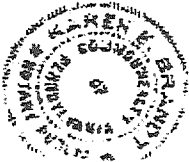


Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss

On this 29 day of March, AD. 2016 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 25, 2018

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this **NOV 18 2016** day of



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER March 29, 2018



LABOR & MATERIAL
BOND
PIA

Labor and Material Bond
Blocks 29-32
Required Infrastructure

Whereas, the Board of Supervisors of the City and County of San Francisco, State of California, and GSW ARENA LLC (hereafter designated as "Principal") have entered into that certain Mission Bay South Blocks 29-32 Public Improvement Agreement, dated _____, 2016 (the "Agreement"), which is hereby referred to and made a part hereof, whereby Principal agrees to install and complete certain designated public improvements identified therein as the Required Infrastructure; and

Whereas, under the terms of the Agreement, Principal is required before entering upon the performance of the work to file a good and sufficient payment bond with the City and County of San Francisco to secure the claims to which reference is made in Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

Now, therefore, we, the Principal and the undersigned, as corporate Surety (hereinafter "Surety"), are held and firmly bound unto the City and County of San Francisco and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the agreement and referred to in Title 15 of the Civil Code in the sum of Eight Million Six Hundred Ninety One Thousand Six Hundred Seven and No/100ths Dollars (\$ 8,691,607.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount set forth. If suit is brought on this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City and County of San Francisco, in successfully enforcing the obligation, to be awarded and fixed by the Court, to be taxed as costs, and to be included in the judgment rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under

Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

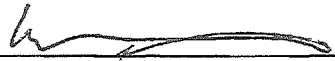
If the condition of this bond is fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension, alteration, or addition.

In witness whereof, this instrument has been duly executed by Principal and Surety on November 18, 2016.

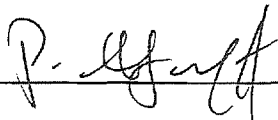
"PRINCIPAL"

GSW ARENA LLC,
a Delaware limited liability company

By: 
Name: David Kelly
Title: General Counsel

"SURETY"

Westchester Fire Insurance Company

By: 
Its: P. Austin Neff, Attorney-In-Fact

Address: _____

436 Walnut Street, Philadelphia, PA 19106

Telephone: (215) 640-1000

Facsimile: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

On November 18, 2016 before me, D. B. Diaz, Notary Public
Date *(Here insert name and title of the officer)*

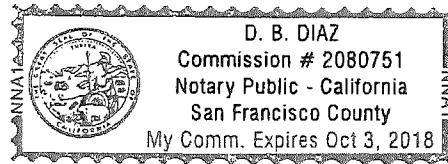
personally appeared P. Austin Neff
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~she/he/they~~ executed the same in ~~her/his/their~~ authorized capacity(ies), and that by ~~her/his/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.

D B Diaz
Signature of Notary



Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested

Does hereby nominate, constitute and appoint Emilie George, Jessica L. Nowlin, P. Austin Neff, all of the City of SAN FRANCISCO, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents (\$75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 29 day of March 2016

WESTCHESTER FIRE INSURANCE COMPANY

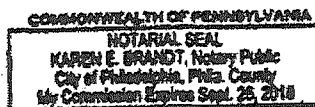


Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 29 day of March, AD 2016 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written



Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this

NOV 18 2016
day of



William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER March 29, 2018

FILED 05/15/15 - 15:00:01
SW/ ~~EASEMENT~~ DEDICATION
ROAD SW/ GRANT DEED
ROAD

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

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

APN: Portion of Block 8722, Lot 001

Address: None

OFFER OF DEDICATION
(Portions of Third Street and Future Terry A. Francois Blvd.)

GSW ARENA LLC, a Delaware limited liability company, being the fee title owner of record of the herein described property, hereby irrevocably offers to dedicate, in fee title, to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, and its successors and assigns, for public street, public roadway and public utility purposes, any and all right, title and interest in the real property situated in the City and County of San Francisco, State of California, described in Exhibit A and as shown on Exhibit A-1 and Exhibit A-2 attached hereto.

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.

IN WITNESS WHEREOF, the undersigned has executed this instrument this ____ day of _____, 2016.

GSW ARENA LLC,
a Delaware limited liability company

By: [Signature]
Name: David Kelly
Title: General Counsel

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

State of California)
County of Alameda)

On October 16, 2016 before me, M. McGuigan, a Notary Public, personally appeared DAVID KELLY, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)

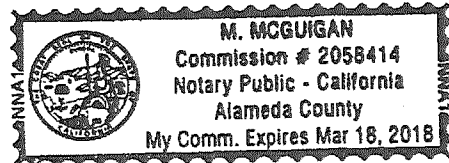


EXHIBIT A

(LEGAL DESCRIPTION)

LOTS A AND B AS SHOWN ON FINAL MAP NO. 8593, FILED _____ IN BOOK _____
PAGES _____, INCLUSIVE, IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN
FRANCISCO.

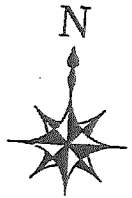


EXHIBIT A-1

Lot A
PLAT MAP OF PARCEL ~~II~~ *A*
(PORTION OF THIRD STREET)

[TO BE ATTACHED]

FUTURE SOUTH STREET
(68.75' WIDE)



3RD STREET
(100' WIDE)

N03°10'56"W 574.59'

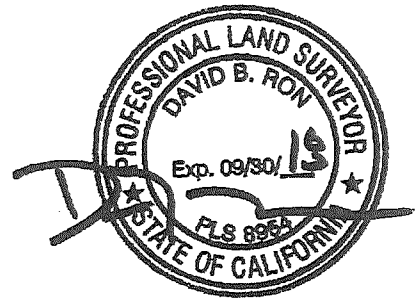
S03°10'56"E 574.59'

N86°49'04"E
5.00'

LOT A
FINAL MAP 8593
2,873± SQ.FT.

ASSESSOR'S
BLOCK 8722

LOTS 1-5
FINAL MAP
8593



BASIS OF BEARINGS

THE BASIS OF BEARINGS 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 REFERENCE

FINAL MAP 8593 RECORDED _____, IN BOOK ___ OF CONDOMINIUM MAPS, PAGES ___, OFFICIAL RECORDS.

S86°49'04"W
5.00'

N03°10'56"W
44.16'

APN: LOT 007

16TH STREET
(90' WIDE)

PLAT TO ACCOMPANY LEGAL DESCRIPTION

BY DR CHKD. BR DATE 11-14-16 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

EXHIBIT A-2

Lot B

PLAT MAP OF PARCEL ~~1B~~
(PORTION OF TERRY A. FRANCOIS BLVD.)

[ATTACHED]

FUTURE SOUTH STREET
(68.75' WIDE)

N86°49'04"E 774.45'

N86°49'04"E
86.00'



3RD STREET
(100' WIDE)

N03°10'56"W

LOT B
FINAL MAP 8593
41,853± SQ.FT.

ASSESSOR'S
BLOCK 8722

LOTS 1-5
FINAL MAP
8593

FUTURE
CITY PARK

LOT C
FINAL MAP
8593

N03°10'56"W 486.66'

S03°10'56"E 486.66'

4.01'

N03°10'56"W
132.09'

FUTURE
TERRY A.
FRANCOIS
BLVD.
(86' WIDE)

S86°49'04"W
86.00'

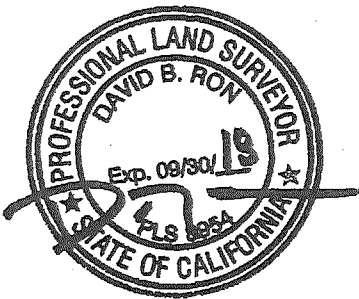
FUTURE 16TH STREET
(90' WIDE)

PLAT TO ACCOMPANY LEGAL DESCRIPTION

BY DR CHKD. BR DATE 11-14-16 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:

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

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

APN: Portion of Block 8722, Lot 001
Address: None


GRANT DEED
(Mission Bay – Portions of Third Street and Terry A. Francois Blvd.)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, GSW ARENA LLC, a Delaware limited liability company ("Grantor"), GRANTS to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("Grantee"), and its successors and assigns, for public street, public roadway and public utility purposes, any and all right, fee title and interest in the real property situated in the City and County of San Francisco, State of California, described in Exhibit A (the "Property").

This Grant Deed is provided in connection with, and for the purpose of evidencing the acceptance by Grantee of, that certain Offer of Dedication dated _____ and recorded _____, Reel _____, Image _____, Document Number 2015-_____ (the "Offer"). Upon Grantee's acceptance of this Grant Deed and the recording hereof, all rights set forth in the Offer as to the Property are hereby accepted in full by Grantee, and Grantor's obligation as to the Offer concerning the Property is satisfied in all respects.

IN WITNESS WHEREOF, the undersigned has executed this instrument this _____
day of _____, 2016.

GSW ARENA LLC,
a Delaware limited liability company

By: 
Name: David Kelly
Title: General Counsel

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee interest in real property conveyed by this deed dated _____, 201_ to the City and County of San Francisco, a municipal corporation, is hereby accepted in accordance with Board of Supervisors' Resolution _____ adopted _____, 201_, and the City and County of San Francisco consents to recordation thereof by its duly authorized officer.

Dated: _____, 201_

CITY AND COUNTY OF SAN FRANCISCO

By: _____
Director of Property

APPROVED AS TO FORM:

Dennis J. Herrera, City Attorney

By: _____
Deputy City Attorney

APPROVED LEGAL DESCRIPTION:

By: _____
Bruce R. Storrs
City and County Surveyor

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

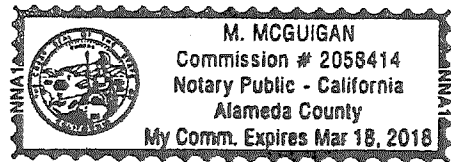
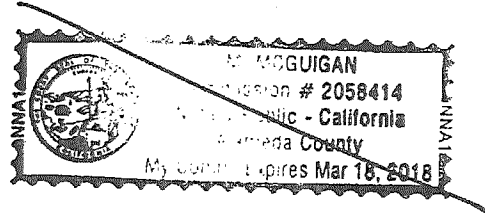
State of California)
County of Alameda)

On October 19, 2016 before me, M. McGuigan, a Notary Public, personally appeared David Kelly, 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 M. McGuigan (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)

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)

LOTS A AND B AS SHOWN ON FINAL MAP NO. 8593, FILED _____ IN BOOK _____,
PAGES _____, INCLUSIVE, IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN
FRANCISCO.

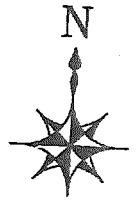


EXHIBIT A-1

Lot A
PLAT MAP OF ~~PARCEL H~~
(PORTION OF THIRD STREET)

[SEE ATTACHED]

FUTURE SOUTH STREET
(68.75' WIDE)



3RD STREET
(100' WIDE)

N03°10'56"W 574.59'

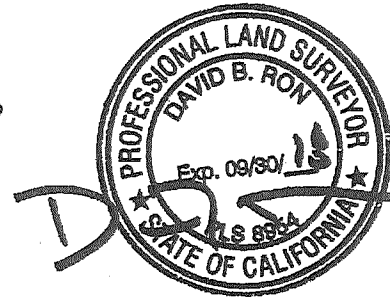
S03°10'56"E 574.59'

N86°49'04"E
5.00'

LOT A
FINAL MAP 8593
2,873± SQ.FT.

ASSESSOR'S
BLOCK 8722

LOTS 1-5
FINAL MAP
8593



BASIS OF BEARINGS

THE BASIS OF BEARINGS 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 REFERENCE

FINAL MAP 8593 RECORDED _____, IN BOOK ___ OF CONDOMINIUM MAPS, PAGES ___, OFFICIAL RECORDS.

S86°49'04"W
5.00'

APN: LOT 007

N03°10'56"W
44.16'

16TH STREET
(90' WIDE)

PLAT TO ACCOMPANY LEGAL DESCRIPTION

BY DR CHKD. BR DATE 11-14-16 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

EXHIBIT A-2

Lot B

PLAT MAP OF PARCEL F
(PORTION OF TERRY A. FRANCOIS BLVD.)

[SEE ATTACHED]

FUTURE SOUTH STREET
(68.75' WIDE)

3RD STREET
(100' WIDE)

N03°10'56"W

N86°49'04"E 774.45'

N86°49'04"E
86.00'



LOT B
FINAL MAP 8593
41,853± SQ.FT.

ASSESSOR'S
BLOCK 8722

LOTS 1-5
FINAL MAP
8593

FUTURE
CITY PARK

LOT C
FINAL MAP
8593

N03°10'56"W 486.66'

S03°10'56"E 486.66'

4.01'



BASIS OF BEARINGS

THE BASIS OF BEARINGS 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 REFERENCE

FINAL MAP 8593 RECORDED _____, IN BOOK ___ OF CONDOMINIUM MAPS, PAGES ____, OFFICIAL RECORDS.

N03°10'56"W
132.09'

FUTURE
TERRY A.
FRANCOIS
BLVD.
(86' WIDE)

S86°49'04"W
86.00'

FUTURE 16TH STREET
(90' WIDE)

PLAT TO ACCOMPANY LEGAL DESCRIPTION

BY DR CHKD. BR DATE 11-14-16 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
AND WHEN RECORDED RETURN TO:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property

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

Documentary Transfer Tax: Zero

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

**EASEMENT AGREEMENT
(Public Sidewalk Easement)**

This Easement Agreement ("**Agreement**") is made by and between GSW Arena LLC, a Delaware limited liability company ("**Grantor**"), and the City and County of San Francisco, a municipal corporation ("**City**"), with reference to the following facts:

A. Grantor is the owner of that certain real property situated in the City and County of San Francisco, State of California, commonly known as Mission Bay Blocks 29, 30, 31 and 32, described more particularly in Exhibit C attached to this Agreement ("**Burdened Property**"):

B. City desires an easement for pedestrian passage on, over and within that portion of the Burdened Property generally depicted as "Proposed Easement" on the Plat to Accompany Legal Description Public Sidewalk Easement ("**Plat**") attached as **Exhibit A** to this Agreement and more particularly described in **Exhibit B** attached to this Agreement.

C. As shown on Final Map No.8593, recorded as of _____, 2016 as Instrument No. _____ in the Official Records of the City and County of San Francisco, Grantor made an irrevocable offer of dedication of an easement to the City for public sidewalk purposes, subject to the terms set forth in this Agreement, and the City, in accordance with Board of Supervisors Ordinance No. 231-15, authorized the acceptance of the easement and recordation of this Agreement, subject to the covenants and restrictions set forth herein.

D. This Agreement is entered into by Grantor and City in order to provide the terms and conditions of the Public Sidewalk Easement (defined below), and among other matters, this Agreement prohibits the construction of any permanent structures within the area subject to the Public Sidewalk Easement that are not consistent with the use of the Easement Area for the Public Sidewalk Easement.

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants and agreements of the parties contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Public Sidewalk Easement. Subject to the provisions of this Agreement, Grantor hereby grants in perpetuity to City for the benefit of the public a nonexclusive, irrevocable easement solely for pedestrian access, passage, ingress, and egress for public sidewalk purposes ("**Public Sidewalk Easement**"), over the portions of the Burdened Property described more particularly on the Plat and more particularly described in **Exhibit B** attached to this Agreement (collectively, the "**Easement Area**"). The Easement Area shall be free of any obstructions. The Easement Area and the sidewalk and curb improvements thereon shall be subject to the provisions of San Francisco Public Works Code Section 706, or any successor ordinance concerning sidewalk maintenance.

2. Limitation on Use. City acknowledges that the easement granted herein is nonexclusive. Grantor, its successors, assigns, grantees, and licensees, shall have the right to use the Easement Area in a manner that will not unreasonably interfere with the use of the Easement Area for the Public Sidewalk Easement, which may include, without limitation, building overhangs, and building projections (such as awnings, marquees, signs and decorative elements), that in all cases provide a minimum of 10 feet of vertical clearance from the sidewalk or other surface above which it is situated or such greater vertical clearance as may be required by the San Francisco Building Code. Grantor, its successors, assigns, grantees, and licensees shall maintain the Easement Area in a manner that provides an unobstructed path of travel that is free from any temporary or permanent physical obstructions (including without limitation, street furniture, such as benches, planters, tables and chairs, merchandise displays, signboards, and information kiosks), except for temporary obstructions reasonably required (i) in connection with the installation, maintenance, repair or replacement of structural elements of or utility facilities serving the improvements now or hereafter located on the Burdened Property, pursuant to City-issued permits (provided that the improvements to the Easement Area shall be promptly restored) or (ii) as needed for such activities not requiring City-issued permits, such as window-washing, which may require a limited use of the sidewalk for a temporary and reasonable period.

3. Term of Easement. The term of the Public Sidewalk Easement described in Section 1 of this Agreement shall be perpetual. City, may, however, terminate this easement at any time as to all or any portion of the Easement Area by written notice to the Grantor.

4. Condition of Burdened Property and Easement Area.

(a) As-Is. Grantor makes no representations or warranties whatsoever, under this Agreement with respect to the current physical condition of the Burdened Property and Grantor shall have no responsibility under this Agreement with respect thereto (except as otherwise specifically set forth herein). The use of the Public Sidewalk Easement granted herein shall be with the Burdened Property in its "as is" physical condition, except as otherwise specifically provided herein. City hereby waives any and all claims against Grantor arising from, out of or in connection with the suitability of the physical condition of the Burdened Property for the uses permitted under Section 2 above. However, Grantor shall not take any action that would unreasonably impair the ability of the public to use the Public Sidewalk Easement granted herein.

(b) No Interference. Notwithstanding the provisions of Section 4(a) above, neither Grantor nor any subsequent fee owner of the Burdened Property, nor their successors and assigns as to all or any portion of such fee, nor any party claiming an interest in the Burdened Property through any such party, shall construct or permit any structures on the Easement Area

that would interfere with or obstruct the use of the Easement Area for the Public Sidewalk Easement without the City's prior written approval, which City may withhold in its sole discretion.

(c) Maintenance. Grantor shall maintain the Easement Area, including, without limitation, the sidewalk and curb improvements thereon, in a safe condition and in such physical condition as specified in City's Public Works Code, and in accordance with San Francisco Public Works Code Section 706, or any successor ordinance concerning sidewalks or sidewalk areas, including curbs, parking strips, parkways, automobile runways, and vegetation maintenance. Grantor shall perform such repair and maintenance at Grantor's expense and to the reasonable satisfaction of City.

(d) Initial Improvements. Grantor shall construct a sidewalk on the Easement Area at Grantor's expense, to City standards, in compliance with all laws and to the satisfaction of City in accordance with the Improvement Plans and Specifications prepared for FOCIL MB, LLC by Freyer and Laureta, Inc. that were approved by the City and attached as Exhibit A to certain Mission Bay South Blocks 29-32 Public Improvement Agreement, dated _____, 2016.

5. No Liability; Indemnity.

(a) No Liability. City, by acceptance of the Public Sidewalk Easement, shall not in any event whatsoever be liable for any injury or damage to any person happening on or about the Easement Area or the Burdened Property, for any injury or damage to the Burdened Property, or to any property of any tenant or occupant, or to any property of any other person, entity or association on or about the Burdened Property, except only such injury or damage as is caused exclusively by the willful misconduct or gross negligence of the City.

(b) Indemnification. Grantor, and each successor and assign to Grantor holding an interest in the Burdened Property (collectively called "*Indemnitors*"), shall defend, hold harmless and indemnify the City, including but not limited to all of its boards, commissions, departments, agencies and other subdivisions, and their respective officers, directors, commissioners, employees and agents (collectively, "*Indemnified Parties*"), of and all liabilities, penalties, costs, damages, expenses, causes of action, claims or judgments (including without limitation attorneys fees) (collectively, "*Indemnified Claims*"), resulting from: (i) injury or the death of any person (including without limitation any Indemnified Party) or physical damage to property, real or personal, of any kind wherever located and by whomever owned (including, without limitation, property owned by an Indemnified Party), occurring in the Easement Area; (ii) any default by an Indemnitor in the observation or performance of any of the terms, covenants or conditions of this Agreement to be observed or performed on such Indemnitor's part; (iii) any use of the Easement Area or actions on the Easement Area by or on behalf of any Indemnitor; and (iv) the use, generation, processing, production, packaging, treatment, storage, emission, discharge or disposal of Hazardous Materials (as that term is defined below) by any party other than City or its employees, contractors or agents on or about the Easement Area; however, Indemnitor shall have no obligation to indemnify, defend or hold harmless any Indemnified Party to the extent any Indemnified Claims arise out of or result from the gross negligence or willful misconduct of any Indemnified Party. Grantor, on behalf of the Indemnitors, specifically acknowledges and agrees that the Indemnitors have an immediate and independent obligation to defend the Indemnified Parties from any claim which actually or

potentially falls within this indemnity even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such Indemnified Claim is tendered to any applicable Indemnitor. Indemnitors' obligations under this Section 5 shall survive termination of the Easements as to any indemnification obligation arising out of an event or conditions occurring prior to such termination. For purposes of this Section 5, the term "Hazardous Materials" shall mean any substance, material or waste that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment, including, but not limited to petroleum, petroleum-based products, natural gas, or any substance, material, or waste that is or shall be listed, regulated or defined by federal, state or local statute, regulation, rule, ordinance or other governmental requirement to be hazardous, acutely hazardous, extremely hazardous, toxic, radioactive, biohazardous, infectious, or otherwise dangerous.

6. Enforcement. City, but not the general public, shall have all rights and remedies at law and in equity in order to enforce the Public Sidewalk Easement and the terms of this Agreement (including, but not limited to, remedies for violation of a building permit or San Francisco Public Works Code Section 706, or any successor ordinance concerning sidewalk maintenance). All rights and remedies available to City under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other available right or remedy. In the event of any breach of this Agreement, the City shall be entitled to recover all attorneys' fees and costs reasonably incurred in connection with City's enforcement activities and actions.

7. Litigation Expenses.

(a) General. If either party hereto brings an action or proceeding (including any cross-complaint, counterclaim, 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 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 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's Attorneys. For purposes of this Agreement, reasonable fees of attorneys of the City's Office of City Attorney 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 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.

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

9. Amendment. This Agreement may be amended or otherwise modified only in writing signed and acknowledged by Grantor and City, or the respective successors and assigns of each.

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

11. 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.

12. 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.

13. Notices.

(a) Notices. Any notice given under this Agreement shall be in writing and given by delivering the notice in person, by commercial overnight courier that guarantees next day delivery and provides a receipt, 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.

Grantor: GSW Arena LLC
1011 Broadway
Oakland, California 95607
Attention: David Kelly, Esq.

with copies to: Gibson, Dunn & Crutcher LLP
555 Mission Street
San Francisco, California 94105
Attention: Neil Sekhri

City: Director of Department of Public Works
Department of Public Works
City and County of San Francisco
Room 348, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102

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: John Malamut, Esq.

and to: Director of Property
Real Estate Department

25 Van Ness Avenue, Suite 400
San Francisco, California 94108

Any mailing address 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.

(b) Construction Notices. Grantor shall provide prior written notice to City of any planned construction or installation activities in or affecting the Easement Area to City at the following address:

Director of Department of Public Works
c/o Barbara Moy
30 Van Ness Avenue, Suite 4200
San Francisco, California 94102

14. Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive benefit of Grantor 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 Grantor and City. Nothing herein shall be deemed a dedication of any portion of the Burdened Property to or for the benefit of the general public.

15. 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.

16. 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.

17. Compliance With Laws. Grantor, at Grantor's 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 Easement Area, now in force or hereafter adopted, with respect to the use by the public of the Easement Area under the authority of the easement herein granted.

18. Default. The failure to perform any covenant or obligation of a party hereunder and to cure such non-performance within thirty (30) days of written notice by the party to whom performance is owed 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 the defaulting party commences such cure within such period and diligently prosecutes such cure to completion.

Upon such default, the non-defaulting party 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.

19. Burden on Land. The Public Sidewalk Easement created by this Agreement shall be a burden on the Burdened Property, which burden shall run with the land and shall be binding on any future owners and encumbrances of the Burdened Property or any part thereof and their successors and assigns.

[No further text this page.]

20. Survival. All representations, warranties, and waivers given or made hereunder shall survive termination of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date last written below.


CITY:

GRANTOR:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

GSW Arena LLC, a Delaware limited liability company

By: _____
JOHN UPDIKE
Director of Property

By: 
Name: David Kelley
Title: General Counsel + VP
Date: _____, 2016

Date:

APPROVED AS TO FORM:

DENNIS HERRERA,
City Attorney

By: _____
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

Bruce Storrs P.L.S. Date
City and County Surveyor
City and County of San Francisco
LS 6914
Expires _____

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

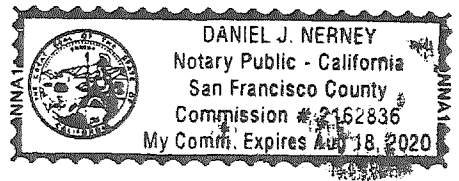
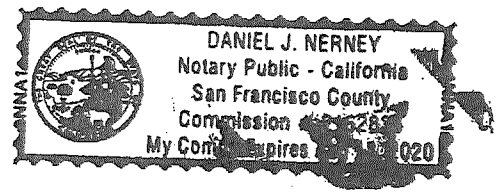
State of California)
) ss
County of San Francisco)

On November 10, 2016, before me, Daniel J. Nerney, a notary public in and for said State, personally appeared David John Kelly, 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 Daniel J. Nerney (Seal)



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

State of California)
) ss
County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

(Notary Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Easement Agreement dated _____, from the grantor to the City and County of San Francisco, a charter city and county, is hereby accepted by the Director of Real Estate Division of the Office of the City Administrator in accordance with the authority granted by Board of Supervisors' Ordinance No. 231-015, adopted on December 8, 2015, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

CITY AND COUNTY OF SAN FRANCISCO

By: _____

JOHN UPDIKE
Director of Property

EXHIBIT A

**Plat to Accompany Legal Description
Public Sidewalk Easement**

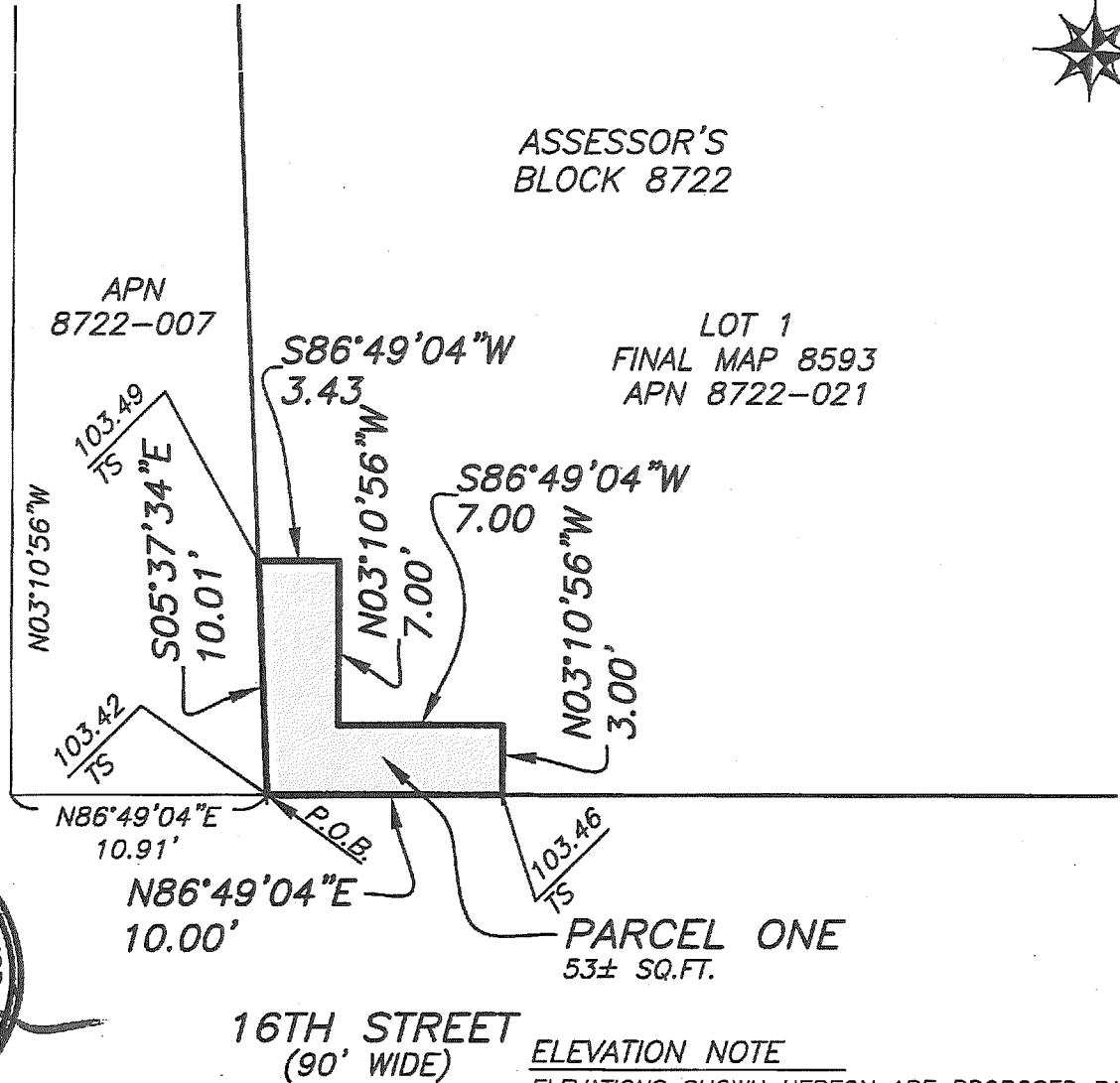
LEGEND

APN ASSESSOR'S PARCEL NUMBER
 P.O.B. POINT OF BEGINNING
 TS TOP OF SIDEWALK ELEVATION



3RD STREET
(100' WIDE)

ASSESSOR'S
BLOCK 8722



LOT 1
FINAL MAP 8593
APN 8722-021

PARCEL ONE
53± SQ.FT.

16TH STREET
(90' WIDE)

ELEVATION NOTE

ELEVATIONS SHOWN HEREON ARE PROPOSED BASED ON PROJECT CONSTRUCTION PLAN SHEETS C3.1 THRU C3.11, DATED NOVEMBER 1, 2016, PREPARED BY FREYER & LAURETA, INC. AND ARE ON MISSION BAY DATUM. SEE "FINAL MAP 8593" FOR REFERENCE BENCHMARKS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS 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.

VERTICAL LIMITS

LOWER ELEVATION = BOTTOM OF SIDEWALK SLAB

UPPER ELEVATION = 10 FEET ABOVE TOP OF SIDEWALK SLAB AS SHOWN HEREON.

MAP REFERENCE

"FINAL MAP 8593" RECORDED _____ IN BOOK _____ OF CONDOMINIUM MAPS, AT PAGES _____, OFFICIAL RECORDS.

PUBLIC SIDEWALK EASEMENTS

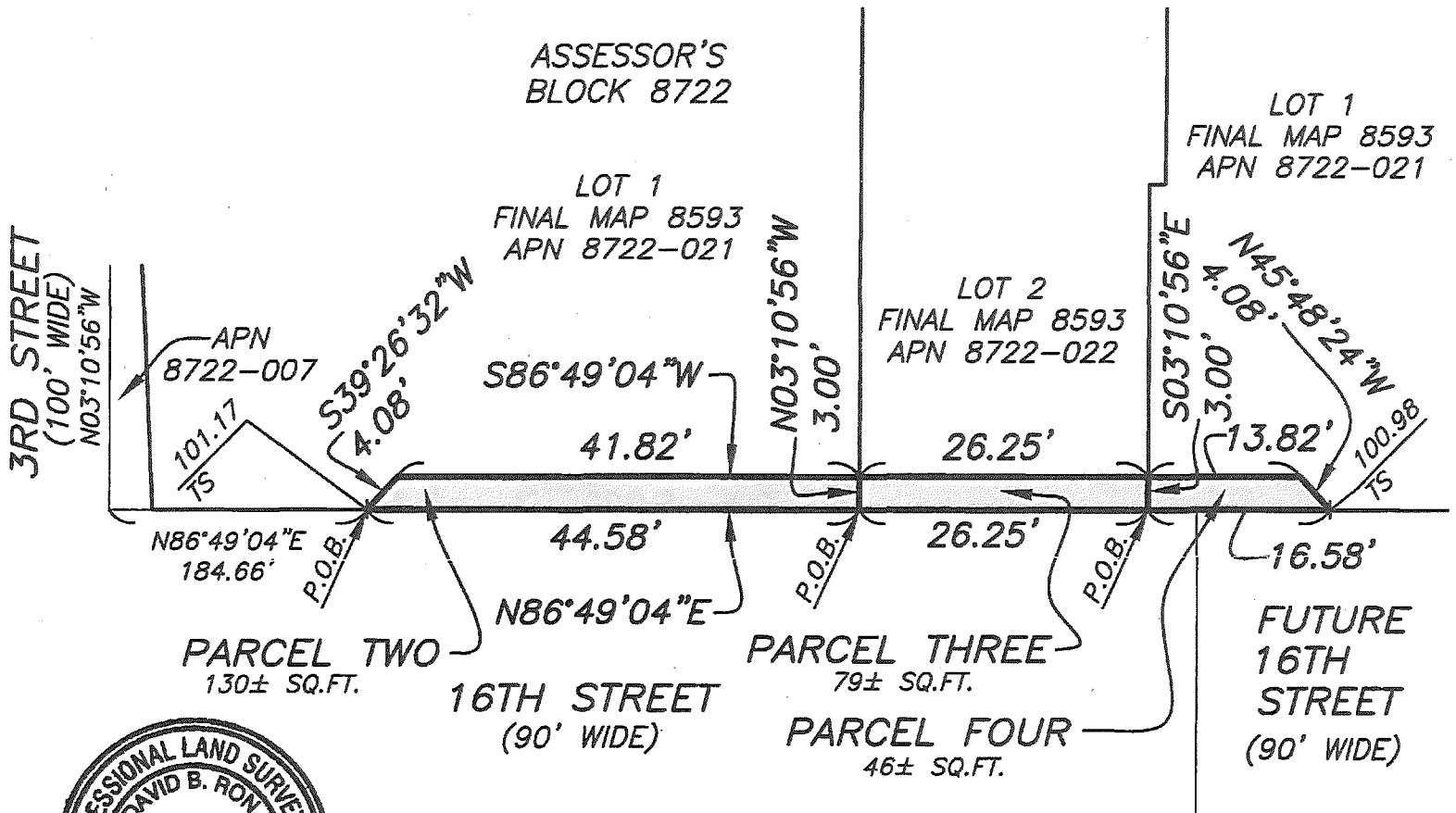
BY DR CHKD. BR DATE 11-3-16 NOT TO SCALE SHEET 1 OF 5 JOB NO. S-8647

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

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

LEGEND

APN ASSESSOR'S PARCEL NUMBER
 P.O.B. POINT OF BEGINNING
 TS TOP OF SIDEWALK ELEVATION



VERTICAL LIMITS

LOWER ELEVATION = BOTTOM OF SIDEWALK SLAB

UPPER ELEVATION = 10 FEET ABOVE TOP OF SIDEWALK SLAB AS SHOWN HEREON.

MAP REFERENCE

"FINAL MAP 8593" RECORDED _____
 IN BOOK _____ OF CONDOMINIUM MAPS, AT
 PAGES _____, OFFICIAL RECORDS.

ELEVATION NOTE

ELEVATIONS SHOWN HEREON ARE PROPOSED BASED ON PROJECT CONSTRUCTION PLAN SHEETS C3.1 THRU C3.11, DATED NOVEMBER 1, 2016, PREPARED BY FREYER & LAURETA, INC. AND ARE ON MISSION BAY DATUM. SEE "FINAL MAP 8593" FOR REFERENCE BENCHMARKS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS 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.

PUBLIC SIDEWALK EASEMENTS

BY DR CHKD. BR DATE 11-3-16 NOT TO SCALE SHEET 2 OF 5 JOB NO. S-8647

MARTIN M. RON ASSOCIATES, INC.
 LAND SURVEYORS

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

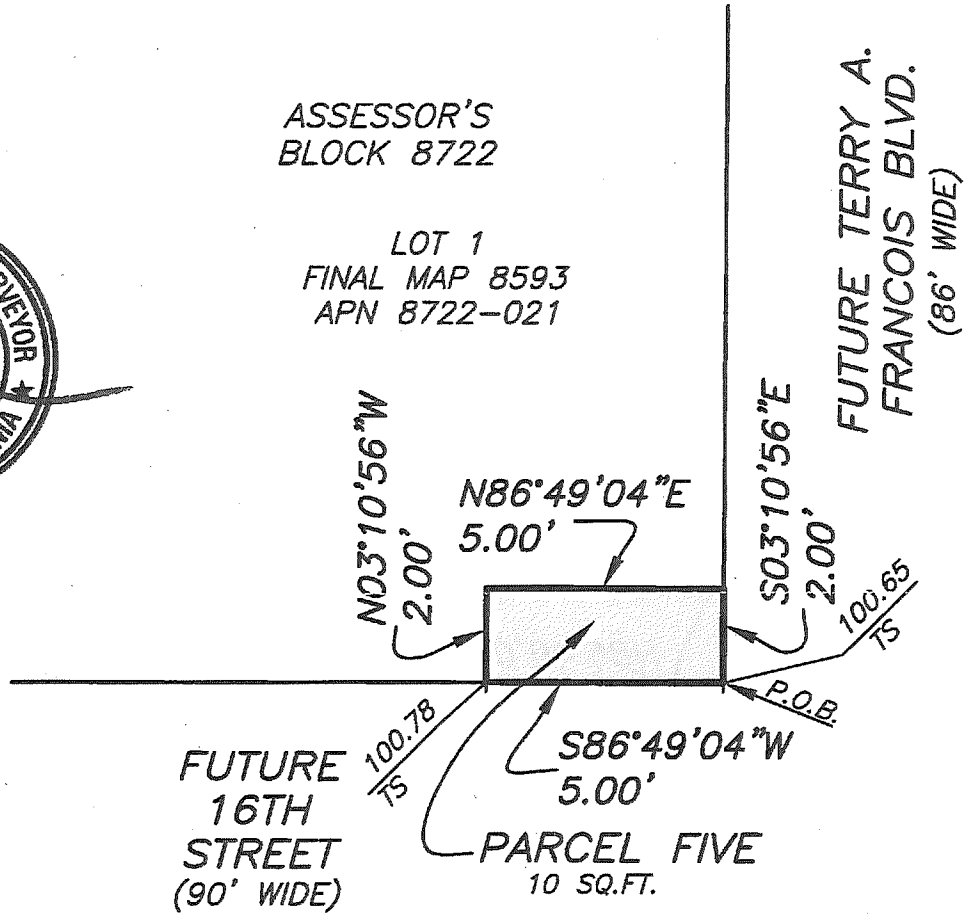
LEGEND

APN ASSESSOR'S PARCEL NUMBER
 P.O.B. POINT OF BEGINNING
 TS TOP OF SIDEWALK ELEVATION



ASSESSOR'S
 BLOCK 8722

LOT 1
 FINAL MAP 8593
 APN 8722-021



ELEVATION NOTE

ELEVATIONS SHOWN HEREON ARE PROPOSED BASED ON PROJECT CONSTRUCTION PLAN SHEETS C3.1 THRU C3.11, DATED NOVEMBER 1, 2016, PREPARED BY FREYER & LAURETA, INC. AND ARE ON MISSION BAY DATUM. SEE "FINAL MAP 8593" FOR REFERENCE BENCHMARKS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS 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.

VERTICAL LIMITS

LOWER ELEVATION = BOTTOM OF SIDEWALK SLAB

UPPER ELEVATION = 10 FEET ABOVE TOP OF SIDEWALK SLAB AS SHOWN HEREON.

MAP REFERENCE

"FINAL MAP 8593" RECORDED _____
 IN BOOK ___ OF CONDOMINIUM MAPS, AT
 PAGES _____, OFFICIAL RECORDS.

PUBLIC SIDEWALK EASEMENTS

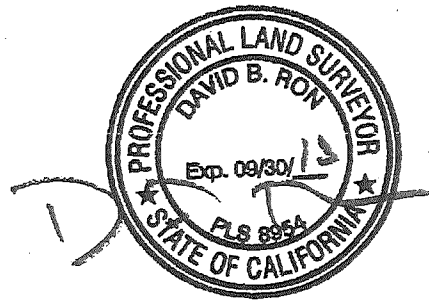
BY DR CHKD. BR DATE 11-3-16 NOT TO SCALE SHEET 3 OF 5 JOB NO. S-8647

MARTIN M. RON ASSOCIATES, INC.
 LAND SURVEYORS

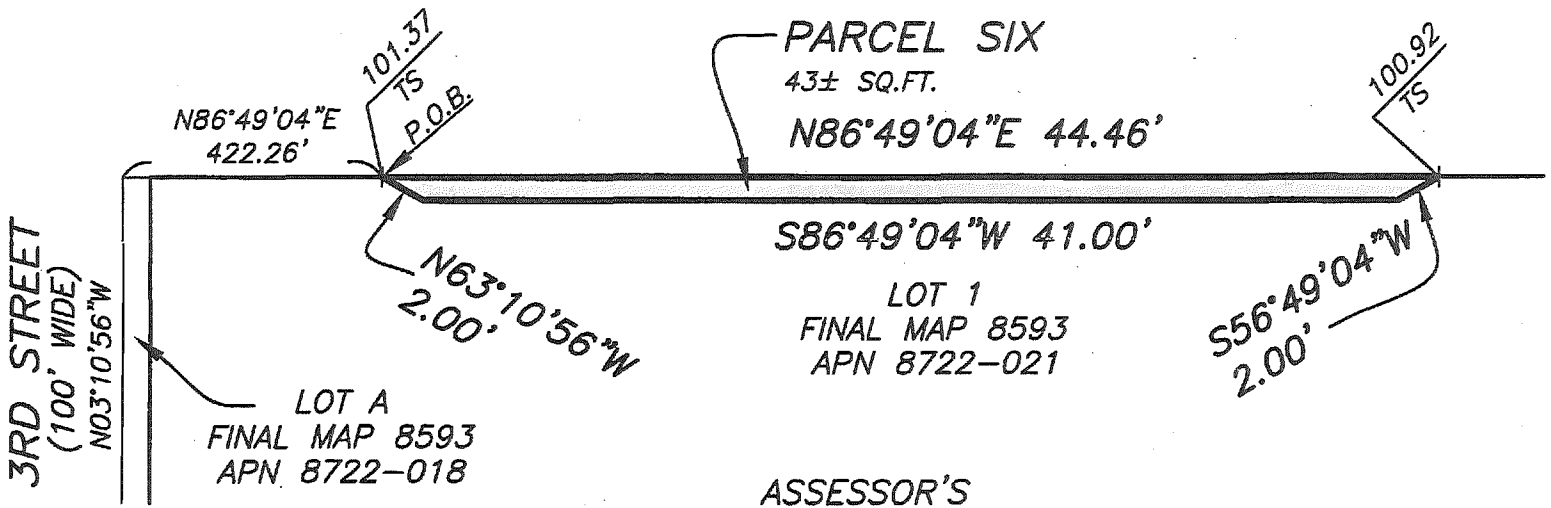
859 HARRISON STREET
 SAN FRANCISCO, CA. 94107
 (415) 543-4500

LEGEND

APN ASSESSOR'S PARCEL NUMBER
 P.O.B. POINT OF BEGINNING
 TS TOP OF SIDEWALK ELEVATION



**FUTURE SOUTH STREET
 (68.75' WIDE)**



ASSESSOR'S
 BLOCK 8722

ELEVATION NOTE

ELEVATIONS SHOWN HEREON ARE PROPOSED BASED ON PROJECT CONSTRUCTION PLAN SHEETS C3.1 THRU C3.11, DATED NOVEMBER 1, 2016, PREPARED BY FREYER & LAURETA, INC. AND ARE ON MISSION BAY DATUM. SEE "FINAL MAP 8593" FOR REFERENCE BENCHMARKS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS 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.

VERTICAL LIMITS

LOWER ELEVATION = BOTTOM OF SIDEWALK SLAB
 UPPER ELEVATION = 10 FEET ABOVE TOP OF SIDEWALK SLAB AS SHOWN HEREON.

MAP REFERENCE

"FINAL MAP 8593" RECORDED _____ IN BOOK ___ OF CONDOMINIUM MAPS, AT PAGES _____, OFFICIAL RECORDS.

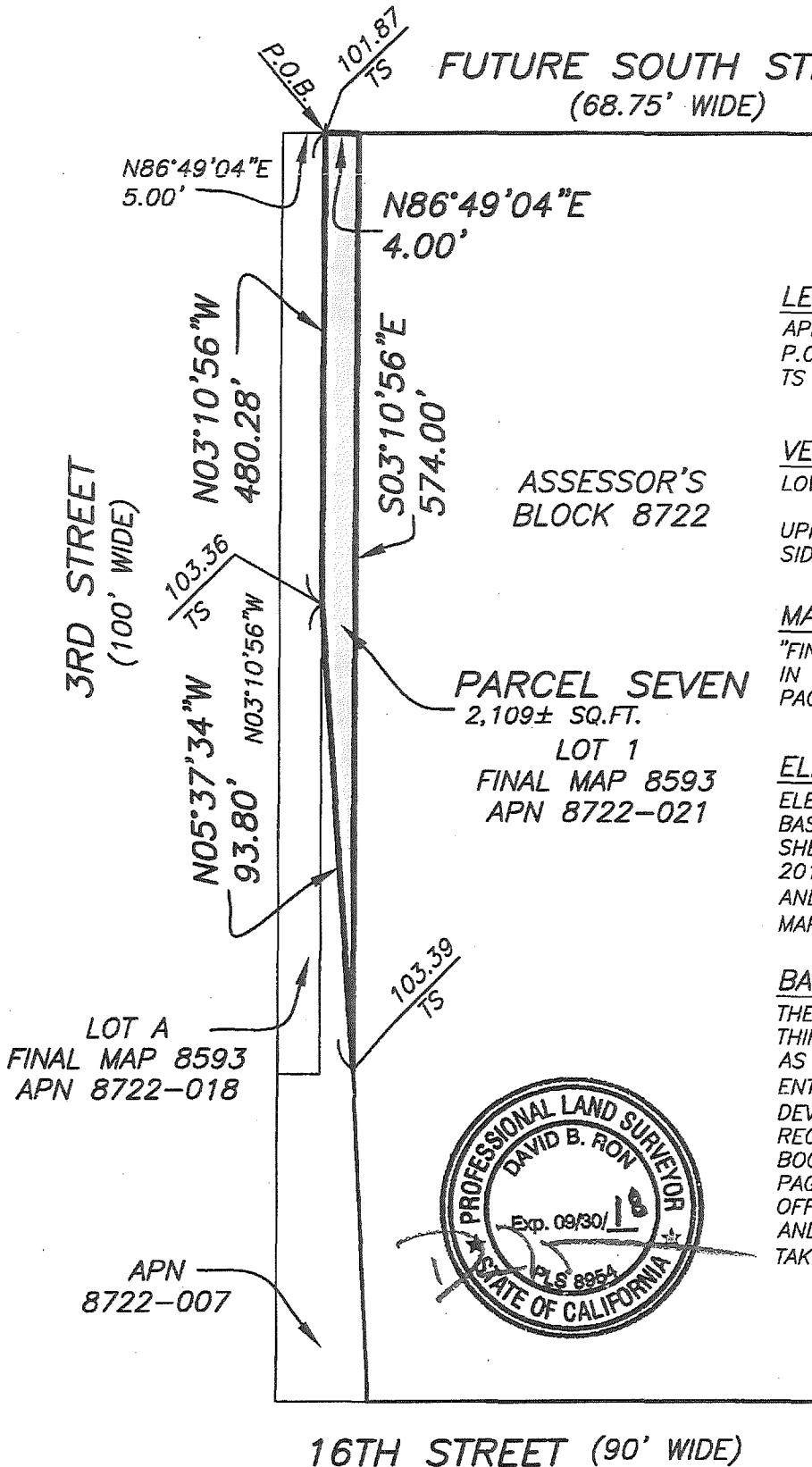
PUBLIC SIDEWALK EASEMENTS

BY DR CHKD. BR DATE 11-3-16 NOT TO SCALE SHEET 4 OF 5 JOB NO. S-8647

MARTIN M. RON ASSOCIATES, INC.
 LAND SURVEYORS

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

**FUTURE SOUTH STREET
(68.75' WIDE)**



LEGEND

APN ASSESSOR'S PARCEL NUMBER
P.O.B. POINT OF BEGINNING
TS TOP OF SIDEWALK ELEVATION

VERTICAL LIMITS

LOWER ELEVATION = BOTTOM OF SIDEWALK SLAB

UPPER ELEVATION = 10 FEET ABOVE TOP OF SIDEWALK SLAB AS SHOWN HEREON.

MAP REFERENCE

"FINAL MAP 8593" RECORDED _____
IN BOOK ___ OF CONDOMINIUM MAPS, AT
PAGES _____, OFFICIAL RECORDS.

ELEVATION NOTE

ELEVATIONS SHOWN HEREON ARE PROPOSED
BASED ON PROJECT CONSTRUCTION PLAN
SHEETS C3.1 THRU C3.11, DATED NOVEMBER 1,
2016, PREPARED BY FREYER & LAURETA, INC.
AND ARE ON MISSION BAY DATUM. SEE "FINAL
MAP 8593" FOR REFERENCE BENCHMARKS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS 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.



PUBLIC SIDEWALK EASEMENTS

BY DR CHKD. BR DATE 11-3-16 NOT TO SCALE SHEET 5 OF 5 JOB NO. S-8647

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

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

EXHIBIT B

**Legal Description
Easement Area**

PUBLIC SIDEWALK EASEMENTS

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

PARCEL ONE

A PORTION OF LOT 1, AS SAID LOT 1 IS SHOWN ON "FINAL MAP 8593" RECORDED _____ IN BOOK ___ OF CONDOMINIUM MAPS, AT PAGES _____, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF 16TH STREET (90.00 FEET WIDE), DISTANT THEREON NORTH 86°49'04" EAST 10.91 FEET FROM THE EASTERLY LINE OF 3RD STREET (100.00 FEET WIDE), SAID POINT OF BEGINNING BEING A SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG SAID LINE OF 16TH STREET NORTH 86°49'04" EAST 10.00 FEET; THENCE NORTH 03°10'56" WEST 3.00 FEET; THENCE SOUTH 86°49'04" WEST 7.00 FEET; THENCE NORTH 03°10'56" WEST 7.00 FEET; THENCE SOUTH 86°49'04" WEST 3.43 FEET TO A WESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID WESTERLY LINE SOUTH 05°37'34" EAST 10.01 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK 8722

THE VERTICAL LIMITS FOR PARCEL ONE ARE AS SHOWN ON THE EASEMENT EXHIBIT PLAT ATTACHED HERETO.

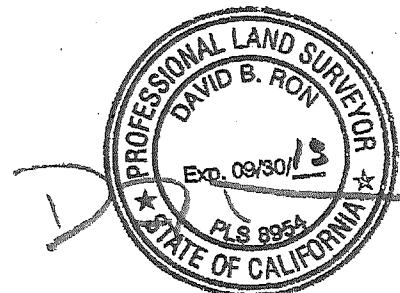
PARCEL TWO

A PORTION OF LOT 1, AS SAID LOT 1 IS SHOWN ON "FINAL MAP 8593" RECORDED _____ IN BOOK ___ OF CONDOMINIUM MAPS, AT PAGES _____, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF 16TH STREET (90.00 FEET WIDE), DISTANT THEREON NORTH 86°49'04" EAST 184.66 FEET FROM THE EASTERLY LINE OF 3RD STREET (100.00 FEET WIDE); THENCE ALONG SAID LINE OF 16TH STREET NORTH 86°49'04" EAST 44.58 FEET TO A EASTERLY LINE OF SAID LOT 1; THENCE ALONG SAID EASTERLY LINE NORTH 03°10'56" WEST 3.00 FEET; THENCE SOUTH 86°49'04" WEST 41.82 FEET; THENCE SOUTH 39°26'32" WEST 4.08 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK 8722

THE VERTICAL LIMITS FOR PARCEL TWO ARE AS SHOWN ON THE EASEMENT EXHIBIT PLAT ATTACHED HERETO.



PARCEL THREE

A PORTION OF LOT 2, AS SAID LOT 2 IS SHOWN ON "FINAL MAP 8593" RECORDED _____ IN BOOK ___ OF CONDOMINIUM MAPS, AT PAGES _____, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF 16TH STREET (90.00 FEET WIDE), DISTANT THEREON NORTH 86°49'04" EAST 229.24 FEET FROM THE EASTERLY LINE OF 3RD STREET (100.00 FEET WIDE), SAID POINT OF BEGINNING BEING A SOUTHWEST CORNER OF SAID LOT 2; THENCE ALONG SAID LINE OF 16TH STREET NORTH 86°49'04" EAST 26.25 FEET TO AN EASTERLY LINE OF SAID LOT 2; THENCE ALONG SAID EASTERLY LINE NORTH 03°10'56" WEST 3.00 FEET; THENCE SOUTH 86°49'04" WEST 26.25 FEET TO A WESTERLY LINE OF SAID LOT 2; THENCE ALONG SAID WESTERLY LINE SOUTH 03°10'56" EAST 3.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK 8722

THE VERTICAL LIMITS FOR PARCEL THREE ARE AS SHOWN ON THE EASEMENT EXHIBIT PLAT ATTACHED HERETO.

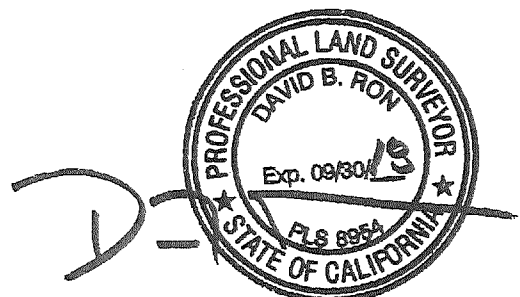
PARCEL FOUR

A PORTION OF LOT 1, AS SAID LOT 1 IS SHOWN ON "FINAL MAP 8593" RECORDED _____ IN BOOK ___ OF CONDOMINIUM MAPS, AT PAGES _____, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF 16TH STREET (90.00 FEET WIDE), DISTANT THEREON NORTH 86°49'04" EAST 255.49 FEET FROM THE EASTERLY LINE OF 3RD STREET (100.00 FEET WIDE), SAID POINT OF BEGINNING BEING A SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG SAID LINE OF 16TH STREET AND ALONG THE NORTHERLY LINE OF FUTURE 16TH STREET (90.00 FEET WIDE), AS SAID FUTURE 16TH STREET IS SHOWN ON SAID FINAL MAP 8593, NORTH 86°49'04" EAST 16.58 FEET; THENCE NORTH 45°48'24" WEST 4.08 FEET; THENCE SOUTH 86°49'04" WEST 13.82 FEET TO A WESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID WESTERLY LINE SOUTH 03°10'56" EAST 3.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK 8722

THE VERTICAL LIMITS FOR PARCEL FOUR ARE AS SHOWN ON THE EASEMENT EXHIBIT PLAT ATTACHED HERETO.



PARCEL FIVE

A PORTION OF LOT 1, AS SAID LOT 1 IS SHOWN ON "FINAL MAP 8593" RECORDED _____ IN BOOK ___ OF CONDOMINIUM MAPS, AT PAGES _____, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF FUTURE TERRY A. FRANCOIS BOULEVARD (86.00 FEET WIDE) AND THE NORTHERLY LINE OF FUTURE 16TH STREET (90.00 FEET WIDE), AS SAID FUTURE STREETS ARE SHOWN ON SAID FINAL MAP 8593; THENCE ALONG SAID NORTHERLY LINE OF FUTURE 16TH STREET SOUTH $86^{\circ}49'04''$ WEST 5.00 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 2.00 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 5.00 FEET TO SAID WESTERLY LINE OF FUTURE TERRY A. FRANCOIS BOULEVARD; THENCE ALONG SAID WESTERLY LINE SOUTH $03^{\circ}10'56''$ EAST 2.00 FEET TO THE POINT OF BEGINNING. .

BEING A PORTION OF ASSESSOR'S BLOCK 8722

THE VERTICAL LIMITS FOR PARCEL FIVE ARE AS SHOWN ON THE EASEMENT EXHIBIT PLAT ATTACHED HERETO.

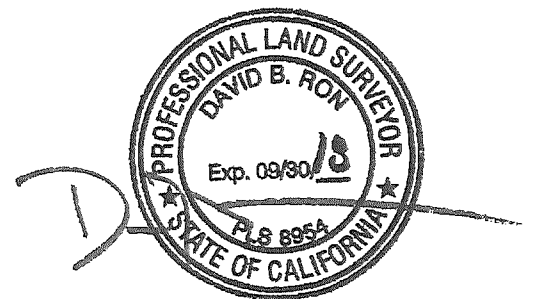
PARCEL SIX

A PORTION OF LOT 1, AS SAID LOT 1 IS SHOWN ON "FINAL MAP 8593" RECORDED _____ IN BOOK ___ OF CONDOMINIUM MAPS, AT PAGES _____, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF FUTURE SOUTH STREET (68.75 FEET WIDE), AS SAID FUTURE SOUTH STREET IS SHOWN ON SAID FINAL MAP 8593, DISTANT THEREON NORTH $86^{\circ}49'04''$ EAST 422.26 FEET FROM THE EASTERLY LINE OF 3RD STREET (100.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE, NORTH $86^{\circ}49'04''$ EAST 44.46 FEET; THENCE SOUTH $56^{\circ}49'04''$ WEST 2.00 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 41.00 FEET; THENCE NORTH $63^{\circ}10'56''$ WEST 2.00 FEET TO THE POINT OF BEGINNING. .

BEING A PORTION OF ASSESSOR'S BLOCK 8722

THE VERTICAL LIMITS FOR PARCEL SIX ARE AS SHOWN ON THE EASEMENT EXHIBIT PLAT ATTACHED HERETO.



NOVEMBER 3, 2016

PAGE 4 OF 4

PARCEL SEVEN

A PORTION OF LOT 1, AS SAID LOT 1 IS SHOWN ON "FINAL MAP 8593" RECORDED _____ IN BOOK ___ OF CONDOMINIUM MAPS, AT PAGES _____, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF FUTURE SOUTH STREET (68.75 FEET WIDE), AS SAID FUTURE SOUTH STREET IS SHOWN ON SAID FINAL MAP 8593, DISTANT THEREON NORTH $86^{\circ}49'04''$ EAST 5.00 FEET FROM THE EASTERLY LINE OF 3RD STREET (100.00 FEET WIDE), SAID POINT OF BEGINNING BEING A NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG SAID SOUTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 4.00 FEET; THENCE SOUTH $03^{\circ}10'56''$ EAST 574.00 FEET TO A WESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID WESTERLY LINE NORTH $05^{\circ}37'34''$ WEST 93.80 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH $03^{\circ}10'56''$ WEST 480.28 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK 8722

THE VERTICAL LIMITS FOR PARCEL SEVEN ARE AS SHOWN ON THE EASEMENT EXHIBIT PLAT ATTACHED HERETO.

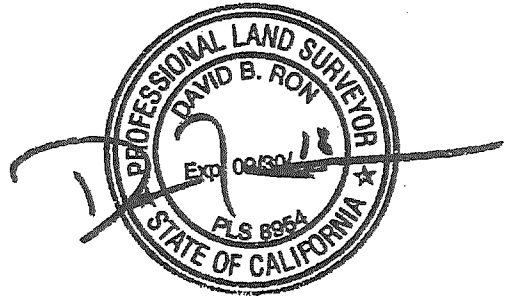


EXHIBIT C

Legal Description of Grantor's Property

LEGAL DESCRIPTION

LOTS 1 AND 2 AS SHOWN ON THAT CERTAIN MAP ENTITLED "FINAL MAP 8593, A MERGER AND EIGHT LOT SUBDIVISION", FILED FOR RECORD ON _____ IN BOOK ____ OF CONDOMINIUM MAPS, AT PAGES _____ INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

P1108513
BOS
COPY
OFFER OF DED.
GRANT DEED - PARK

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

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

APN: Portion of Block 8722, Lot 001
Address: None

OFFER OF DEDICATION
(Portion of Future Bayfront Park P22)

GSW ARENA LLC, a Delaware limited liability company, being the fee title owner of record of the herein described property, hereby irrevocably offers to dedicate, in fee title, to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, and its successors and assigns, for park and open space purposes, any and all right, title and interest in the real property situated in the City and County of San Francisco, State of California, described in Exhibit A and shown on the map attached hereto as Exhibit A-1.

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.

IN WITNESS WHEREOF, the undersigned has executed this instrument this ___ day of _____, 2016.

GSW ARENA LLC,
a Delaware limited liability company

By: [Signature]
Name: David Kelly
Title: General Counsel

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

State of California)
County of San Francisco)

On November 10, 2016 before me, Daniel J. Nerney, a Notary Public, personally appeared David John Kelly, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)

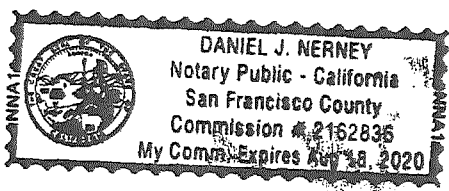


EXHIBIT A

(LEGAL DESCRIPTION)

LOT C AS SHOWN ON FINAL MAP NO. 8593, FILED _____ IN BOOK _____, PAGES _____, INCLUSIVE, IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO.



EXHIBIT A-1

(Plat Map)

[see attached]

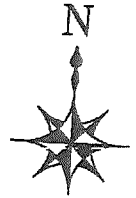
FUTURE SOUTH STREET
(68.75' WIDE)

N86°49'04"E
4.01'

N86°49'04"E 860.45'

3RD STREET
(100' WIDE)

N03°10'56"W



LOT C
FINAL MAP 8593
1,952± SQ.FT.

LOT B
FINAL MAP
8593

FUTURE
CITY PARK

N03°10'56"W 486.66'

S03°10'56"E 486.66'

S86°49'04"W
86.00'

S86°49'04"W
4.01

N03°10'56"W
132.09'

FUTURE
TERRY A.
FRANCOIS
BLVD.
(86' WIDE)

FUTURE 16TH STREET
(90' WIDE)

PLAT TO ACCOMPANY LEGAL DESCRIPTION

BY DR CHKD. BR DATE 11-14-16 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



ASSESSOR'S
BLOCK 8722

BASIS OF BEARINGS

THE BASIS OF BEARINGS 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 REFERENCE

FINAL MAP 8593 RECORDED _____, IN BOOK _____ OF CONDOMINIUM MAPS, PAGES _____, OFFICIAL RECORDS.

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

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

APN: Portion of Block 8722, Lot 001
Address: None


GRANT DEED
(Mission Bay – Portions of Future Bayfront Park P22)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, GSW ARENA LLC, a Delaware limited liability company ("Grantor"), GRANTS to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("Grantee"), and its successors and assigns, for park and open space purposes, any and all right, fee title and interest in the real property situated in the City and County of San Francisco, State of California, described in Exhibit A (the "Property") as shown on Exhibit A-1 attached hereto.

This Grant Deed is provided in connection with, and for the purpose of evidencing the acceptance by Grantee of, that certain Offer of Dedication dated _____ and recorded _____, Reel _____, Image _____, Document Number 2015-_____ (the "Offer"). Upon Grantee's acceptance of this Grant Deed and the recording hereof, all rights set forth in the Offer as to the Property are hereby accepted in full by Grantee, and Grantor's obligation as to the Offer concerning the Property is satisfied in all respects.

IN WITNESS WHEREOF, the undersigned has executed this instrument this _____
day of _____, 2016.

GSW ARENA LLC,
a Delaware limited liability company

By: 
Name: David Kelly
Title: General Counsel

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee interest in real property conveyed by this deed dated _____, 201_ to the City and County of San Francisco, a municipal corporation, is hereby accepted in accordance with Board of Supervisors' Resolution _____ adopted _____, 201_, and the City and County of San Francisco consents to recordation thereof by its duly authorized officer.

Dated: _____, 201_

CITY AND COUNTY OF SAN FRANCISCO

By: _____
Director of Property

APPROVED AS TO FORM:

Dennis J. Herrera, City Attorney

By: _____
Deputy City Attorney

APPROVED LEGAL DESCRIPTION:

By: _____
Bruce R. Storrs
City and County Surveyor

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

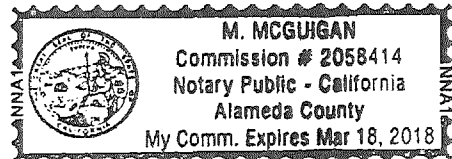
State of California)
County of Alameda)

On October 19, 2016 before me, M. McGuigan, a Notary Public, personally appeared David Kelly, 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 M. McGuigan (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)

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)

LOT C AS SHOWN ON FINAL MAP NO. 8593, FILED _____ IN BOOK _____, PAGES
_____, INCLUSIVE, IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN
FRANCISCO.

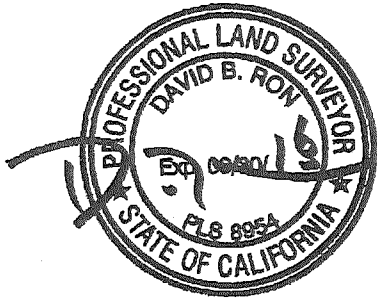


EXHIBIT A-1

PLAT MAP OF ^{Lot C}~~PARCEL G~~
(PORTION OF FUTURE BAYFRONT PARK P22)

[SEE ATTACHED]

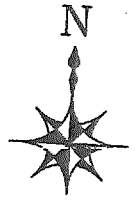
FUTURE SOUTH STREET
(68.75' WIDE)

N86°49'04"E
4.01'

N86°49'04"E 860.45'

3RD STREET
(100' WIDE)

N03°10'56"W



LOT C
FINAL MAP 8593
1,952± SQ.FT.

LOT B
FINAL MAP
8593

FUTURE
CITY PARK

ASSESSOR'S
BLOCK 8722



N03°10'56"W 486.66'

S03°10'56"E 486.66'

BASIS OF BEARINGS

THE BASIS OF BEARINGS 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 REFERENCE

FINAL MAP 8593 RECORDED _____, IN
BOOK ___ OF CONDOMINIUM MAPS, PAGES ____,
OFFICIAL RECORDS.

S86°49'04"W
86.00'

S86°49'04"W
4.01

N03°10'56"W
132.09'

FUTURE
TERRY A.
FRANCOIS
BLVD.
(86' WIDE)

FUTURE 16TH STREET
(90' WIDE)

PLAT TO ACCOMPANY LEGAL DESCRIPTION

BY DR CHKD. BR DATE 11-14-16 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



City and County of San Francisco
 San Francisco Public Works · Bureau of Street Use and
 Mapping

Bruce R. Storrs, City and County Surveyor
 1155 Market Street, 3rd Floor · San Francisco, CA 94103
 Tel 415-554-5827 · Fax 415-554-5324
Subdivision.Mapping@sfdpw.org



FINAL MAP ROUTING SHEET

Everyone involved in the processing of this Final Map is requested to complete this form so that the department has a written record of the steps taken. Please notify BSM - Subdivision and Mapping at 415-554-5827 or the sender (see below) of any delays or questions.

MAP

Final Map No: 8593	Date Sent: 11/22/16	Date Due at BOS: 11/28/16
Block/Lot 8722/001 and 008	Map Address Mission Bay Blocks 29-32	

SENDER

Name: James Ryan	Telephone: (415) 554-4444
Address: 1155 Market Street, 3 rd Floor	Email: James.ryan@sfdpw.org

ROUTE

Date Received	To	Date Forwarded or Signed
11/22/17 RP.	Frank W. Lee Executive Assistant To Director of Public Works City Hall, Room 348	
	John Malamut City Attorney Office Email: John.Malamut@sfdpw.org Tel: (415) 554-4622	
	Mohammed Nuru Director of Public Works City Hall, Room 348	
	Clerk of Board of Supervisors (BOS) City Hall, Room 244 (Submit a copy of this sheet with map.)	
	When map is submitted to BOS, please return this original routing sheet to sender.	

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE ONLY OWNERS AND BENEFICIARY, UNDER THAT CERTAIN DEED OF TRUST RECORDED ON OCTOBER 9, 2015 AS INSTRUMENT NO. 2015-K143294, OFFICIAL RECORDS, AND HOLDERS OF RECORD TITLE INTEREST IN THE REAL PROPERTY SUBDIVIDED AND SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDEMENT OF THIS SAID MAP.

WE HEREBY IRREVOCABLY OFFER FOR DEDICATION IN FEE FOR STREET AND ROADWAY PURPOSES THAT CERTAIN REAL PROPERTY SHOWN HEREIN AS LOT A AND LOT B, AND FOR ANY IMPROVEMENTS THEREIN AND THEREON TO BE CONSTRUCTED BY SUBDIVIDER, SAID FEE SHALL BE CONVEYED BY SEPARATE INSTRUMENT.

WE HEREBY IRREVOCABLY OFFER FOR DEDICATION IN FEE FOR PUBLIC PARK PURPOSES THAT CERTAIN REAL PROPERTY SHOWN HEREIN AS LOT C AND FOR ANY IMPROVEMENTS THEREIN AND THEREON TO BE CONSTRUCTED BY SUBDIVIDER, SAID FEE SHALL BE CONVEYED BY SEPARATE INSTRUMENT.

WE HEREBY IRREVOCABLY OFFER FOR DEDICATION EASEMENTS ONE THROUGH SEVEN, INCLUSIVE, SHOWN HEREON FOR PEDESTRIAN ACCESS, PASSAGE, INGRESS AND EGRESS FOR PUBLIC SIDEWALK PURPOSES, SAID EASEMENTS SHALL BE CONVEYED BY SEPARATE INSTRUMENT.

IN WITNESS WHEREOF, WE, THE UNDERSIGNED, HAVE CAUSED THIS STATEMENT TO BE EXECUTED.

OWNER: GSW ARENA LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: David Kelly
NAME: David Kelly
ITS: Crowd Counsel

BENEFICIARY: JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT AND A LENDER

BY: Sandra Bell
NAME: Sandra Bell
ITS: Managing Director

OWNER'S ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON NOVEMBER 4 2016 BEFORE ME, M. McGUIREAN, NOTARY PUBLIC

PERSONALLY APPEARED DAVID KELLY
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: M. McGuirean

NOTARY PUBLIC, STATE OF CALIFORNIA COMMISSION NO.: #2050414
MY COMMISSION EXPIRES: MARCH 18, 2016
COUNTY OF PRINCIPAL PLACE OF BUSINESS: ALAMEDA

BENEFICIARY'S ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF New York
COUNTY OF New York
ON November 3 2016 BEFORE ME, Migdalia Deryajala

PERSONALLY APPEARED Brian Baker
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: Migdalia Deryajala

NOTARY PUBLIC, STATE OF New York COMMISSION NO.: 01DE6072408
MY COMMISSION EXPIRES: April 1, 2018
COUNTY OF PRINCIPAL PLACE OF BUSINESS: New York

CITY AND COUNTY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

JAMES H. RYAN CITY AND COUNTY SURVEYOR
CITY AND COUNTY OF SAN FRANCISCO

BY: James H. Ryan DATE: November 21, 2016
JAMES H. RYAN L.S. 3630



SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF GSW ARENA LLC ON SEPTEMBER 1, 2015. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL BE SET IN THOSE POSITIONS INDICATED ON OR WITHIN THREE YEARS FROM THE RECORDEMENT OF THIS FINAL MAP, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

BY: Brian B. Ron DATE: 11-8-16

BENJAMIN B. RON
PLS No. 5015



CLERK'S STATEMENT:

I, ANGELA CALVILLO, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, HEREBY STATE THAT SAID BOARD OF SUPERVISORS BY ITS MOTION NO. _____ ADOPTED _____ 2016, APPROVED THIS MAP ENTITLED "FINAL MAP 8593" AND ACCEPTS, ON BEHALF OF THE PUBLIC, SUBJECT TO COMPLETION AND ACCEPTANCE THE OFFERS OF DEDICATION AND IMPROVEMENTS IDENTIFIED IN THE OWNER'S STATEMENT.

IN TESTIMONY WHEREOF, I HAVE HERETO SUBSCRIBED MY HAND AND CAUSED THE SEAL OF THIS OFFICE TO BE AFFIXED.

BY: _____ DATE: _____
CLERK OF THE BOARD OF SUPERVISORS
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

BOARD OF SUPERVISOR'S APPROVAL:

ON _____ 2016, THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA APPROVED AND PASSED MOTION NO. _____ A COPY OF WHICH IS ON FILE IN THE OFFICE OF THE BOARD OF SUPERVISORS IN FILE NO. _____

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____ 2016,
AT _____ M. IN BOOK _____ OF CONDOMINIUM MAPS, AT PAGES _____
AT THE REQUEST OF MARTIN M. RON ASSOCIATES.

SIGNED: _____
COUNTY RECORDER
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

FINAL MAP 8593

A MERGER AND EIGHT LOT SUBDIVISION
A 100 COMMERCIAL UNIT CONDOMINIUM PROJECT WITHIN
VERTICAL SUBDIVISION LOTS 1-8
BEING A SUBDIVISION OF THE LANDS DESCRIBED IN THAT
CERTAIN GRANT DEED RECORDED OCTOBER 9, 2015,
DOCUMENT NO. 2015-K143293, OFFICIAL RECORDS.

CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA
MARTIN M. RON ASSOCIATES, INC.
Land Surveyors
859 Harrison Street, Suite 200
San Francisco California

NOVEMBER 2016 SHEET 1 OF 17
AB 8722, LOTS 001 & 008 MISSION BAY BLOCKS 29-32

APPROVALS:
THIS MAP IS APPROVED THIS _____ DAY OF _____, 2016
BY ORDER NO. _____

BY: _____ DATE: _____

MOHAMMED NURU
DIRECTOR OF PUBLIC WORKS AND ADVISORY AGENCY
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

APPROVED AS TO FORM:
DENNIS J. HERRERA, CITY ATTORNEY

BY: _____

DEPUTY CITY ATTORNEY
CITY AND COUNTY OF SAN FRANCISCO

APPROVAL
THIS MAP IS APPROVED THIS _____ DAY OF _____, 2016

BY:  DATE: 11-18-16

TIFFANY BOHNE
EXECUTIVE DIRECTOR
SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY AND COUNTY OF SAN FRANCISCO

TAX STATEMENT:
I, ANGELA CALVILLO, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE SUBMITTER HAS FILED A STATEMENT FROM THE TREASURER AND TAX COLLECTOR OF THE CITY AND COUNTY OF SAN FRANCISCO, SHOWING THAT ACCORDING TO THE RECORDS OF HIS OR HER OFFICE THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT AS TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$1,972,976.00. I ALSO HEREBY STATE THAT A BOND IN THE AMOUNT FIXED BY SAID BOARD AND BY ITS TERMS MADE TO INSURE TO THE BENEFIT OF THE CITY AND COUNTY OF SAN FRANCISCO, CONDITIONED FOR PAYMENT OF THE ABOVE TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, HAS BEEN FILED WITH AND APPROVED BY SAID BOARD.

DATED _____ DAY OF _____, 20__.

CLERK OF THE BOARD OF SUPERVISORS
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

CERTIFICATE OF PUBLIC IMPROVEMENT AGREEMENT:
THIS CERTIFICATE EVIDENCES THAT A PUBLIC IMPROVEMENT AGREEMENT HAS BEEN EXECUTED ON THE _____ DAY OF _____, 20__, BETWEEN GSW ARENA LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND THE CITY AND COUNTY OF SAN FRANCISCO.

BY: _____

MOHAMMED NURU
DIRECTOR OF PUBLIC WORKS AND ADVISORY AGENCY
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

FINAL MAP 8593

A MERGER AND EIGHT LOT SUBDIVISION
A 100 COMMERCIAL UNIT CONDOMINIUM PROJECT WITHIN
VERTICAL SUBDIVISION LOTS 1-5
BEING A SUBDIVISION OF THE LANDS DESCRIBED IN THAT
CERTAIN GRANT DEED RECORDED OCTOBER 9, 2015,
DOCUMENT NO. 2015-K143293, OFFICIAL RECORDS.

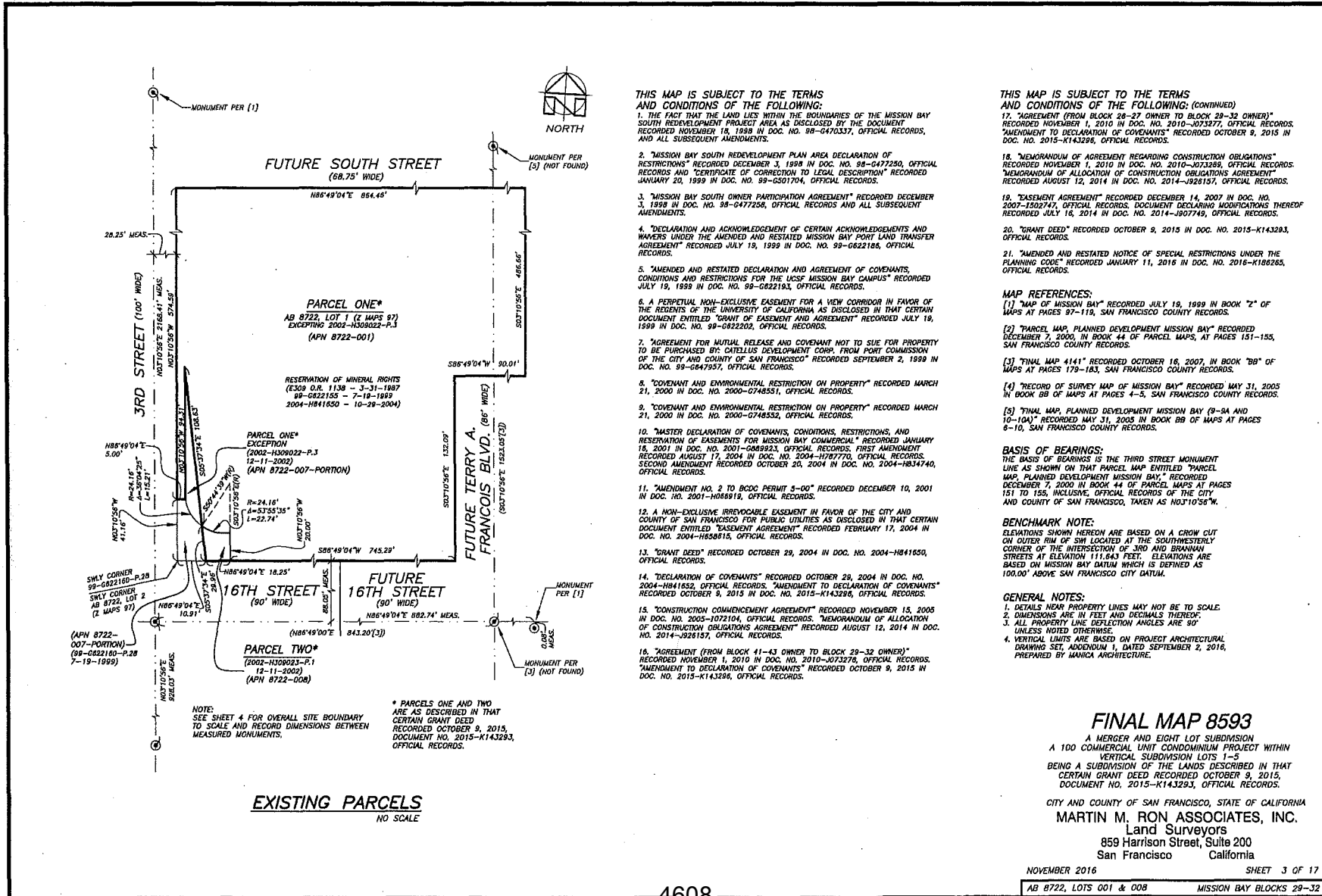
CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA
MARTIN M. RON ASSOCIATES, INC.
Land Surveyors
859 Harrison Street, Suite 200
San Francisco California

NOVEMBER 2016

SHEET 2 OF 17

AB 8722, LOTS 001 & 008

MISSION BAY BLDGS 29-32



THIS MAP IS SUBJECT TO THE TERMS AND CONDITIONS OF THE FOLLOWING:

1. THE FACT THAT THE LAND LIES WITHIN THE BOUNDARIES OF THE MISSION BAY SOUTH REDEVELOPMENT PROJECT AREA AS DISCLOSED BY THE DOCUMENT RECORDED NOVEMBER 16, 1998 IN DOC. NO. 98-0470337, OFFICIAL RECORDS, AND ALL SUBSEQUENT AMENDMENTS.
2. "MISSION BAY SOUTH REDEVELOPMENT PLAN AREA DECLARATION OF RESTRICTIONS" RECORDED DECEMBER 3, 1998 IN DOC. NO. 98-0477250, OFFICIAL RECORDS AND "CERTIFICATE OF CORRECTION TO LEGAL DESCRIPTION" RECORDED JANUARY 20, 1999 IN DOC. NO. 99-0301704, OFFICIAL RECORDS.
3. "MISSION BAY SOUTH OWNER PARTICIPATION AGREEMENT" RECORDED DECEMBER 3, 1998 IN DOC. NO. 98-0477250, OFFICIAL RECORDS AND ALL SUBSEQUENT AMENDMENTS.
4. "DECLARATION AND ACKNOWLEDGEMENT OF CERTAIN ACKNOWLEDGEMENTS AND WAIVERS UNDER THE AMENDED AND RESTATED MISSION BAY PORT LAND TRANSFER AGREEMENT" RECORDED JULY 19, 1999 IN DOC. NO. 99-0622185, OFFICIAL RECORDS.
5. "AMENDED AND RESTATED DECLARATION AND AGREEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE UCSF MISSION BAY CAMPUS" RECORDED JULY 19, 1999 IN DOC. NO. 99-0622183, OFFICIAL RECORDS.
6. A PERPETUAL NON-EXCLUSIVE EASEMENT FOR A NEW CORRIDOR IN FAVOR OF THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AS DISCLOSED IN THAT CERTAIN DOCUMENT ENTITLED "GRANT OF EASEMENT AND AGREEMENT" RECORDED JULY 19, 1999 IN DOC. NO. 99-0622202, OFFICIAL RECORDS.
7. "AGREEMENT FOR MUTUAL RELEASE AND COVENANT NOT TO SUE FOR PROPERTY TO BE PURCHASED BY CATELLUS DEVELOPMENT CORP. FROM PORT COMMISSION OF THE CITY AND COUNTY OF SAN FRANCISCO" RECORDED SEPTEMBER 2, 1999 IN DOC. NO. 99-0647937, OFFICIAL RECORDS.
8. "COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY" RECORDED MARCH 21, 2000 IN DOC. NO. 2000-0748531, OFFICIAL RECORDS.
9. "COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY" RECORDED MARCH 21, 2000 IN DOC. NO. 2000-0748532, OFFICIAL RECORDS.
10. "MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR MISSION BAY COMMERCIAL" RECORDED JANUARY 18, 2001 IN DOC. NO. 2001-0689923, OFFICIAL RECORDS; FIRST AMENDMENT RECORDED AUGUST 17, 2004 IN DOC. NO. 2004-1172770, OFFICIAL RECORDS; SECOND AMENDMENT RECORDED OCTOBER 20, 2004 IN DOC. NO. 2004-1834740, OFFICIAL RECORDS.
11. "AMENDMENT NO. 2 TO BCDC PERMIT 5-00" RECORDED DECEMBER 10, 2001 IN DOC. NO. 2001-1086919, OFFICIAL RECORDS.
12. A NON-EXCLUSIVE IRREVOCABLE EASEMENT IN FAVOR OF THE CITY AND COUNTY OF SAN FRANCISCO FOR PUBLIC UTILITIES AS DISCLOSED IN THAT CERTAIN DOCUMENT ENTITLED "EASEMENT AGREEMENT" RECORDED FEBRUARY 12, 2004 IN DOC. NO. 2004-1838815, OFFICIAL RECORDS.
13. "GRANT DEED" RECORDED OCTOBER 29, 2004 IN DOC. NO. 2004-1841650, OFFICIAL RECORDS.
14. "DECLARATION OF COVENANTS" RECORDED OCTOBER 29, 2004 IN DOC. NO. 2004-1841652, OFFICIAL RECORDS; "AMENDMENT TO DECLARATION OF COVENANTS" RECORDED OCTOBER 9, 2015 IN DOC. NO. 2015-K143296, OFFICIAL RECORDS.
15. "CONSTRUCTION COMMENCEMENT AGREEMENT" RECORDED NOVEMBER 15, 2005 IN DOC. NO. 2005-1072104, OFFICIAL RECORDS; "MEMORANDUM OF ALLOCATION OF CONSTRUCTION OBLIGATIONS AGREEMENT" RECORDED AUGUST 12, 2014 IN DOC. NO. 2014-1926137, OFFICIAL RECORDS.
16. "AGREEMENT (FROM BLOCK 41-43 OWNER TO BLOCK 29-32 OWNER)" RECORDED NOVEMBER 1, 2010 IN DOC. NO. 2010-1073276, OFFICIAL RECORDS; "AMENDMENT TO DECLARATION OF COVENANTS" RECORDED OCTOBER 9, 2015 IN DOC. NO. 2015-K143296, OFFICIAL RECORDS.

THIS MAP IS SUBJECT TO THE TERMS AND CONDITIONS OF THE FOLLOWING: (CONTINUED)

17. "AGREEMENT (FROM BLOCK 28-27 OWNER TO BLOCK 29-32 OWNER)" RECORDED NOVEMBER 1, 2010 IN DOC. NO. 2010-1073277, OFFICIAL RECORDS; "AMENDMENT TO DECLARATION OF COVENANTS" RECORDED OCTOBER 9, 2015 IN DOC. NO. 2015-K143296, OFFICIAL RECORDS.
18. "MEMORANDUM OF AGREEMENT REGARDING CONSTRUCTION OBLIGATIONS" RECORDED NOVEMBER 1, 2010 IN DOC. NO. 2010-1073289, OFFICIAL RECORDS; "MEMORANDUM OF ALLOCATION OF CONSTRUCTION OBLIGATIONS AGREEMENT" RECORDED AUGUST 12, 2014 IN DOC. NO. 2014-1926137, OFFICIAL RECORDS.
19. "EASEMENT AGREEMENT" RECORDED DECEMBER 14, 2007 IN DOC. NO. 2007-1502747, OFFICIAL RECORDS; DOCUMENT DECLARING MODIFICATIONS THEREOF RECORDED JULY 16, 2014 IN DOC. NO. 2014-1907749, OFFICIAL RECORDS.
20. "GRANT DEED" RECORDED OCTOBER 9, 2015 IN DOC. NO. 2015-K143293, OFFICIAL RECORDS.
21. "AMENDED AND RESTATED NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CC" RECORDED JANUARY 11, 2016 IN DOC. NO. 2016-K182625, OFFICIAL RECORDS.

MAP REFERENCES:

- (1) "MAP OF MISSION BAY" RECORDED JULY 19, 1999 IN BOOK "Z" OF MAPS AT PAGES 97-119, SAN FRANCISCO COUNTY RECORDS.
- (2) "PARCEL MAP, PLANNED DEVELOPMENT MISSION BAY" RECORDED DECEMBER 7, 2000 IN BOOK 44 OF PARCEL MAPS AT PAGES 151-155, SAN FRANCISCO COUNTY RECORDS.
- (3) "FINAL MAP 4141" RECORDED OCTOBER 16, 2007 IN BOOK "BB" OF MAPS AT PAGES 179-183, SAN FRANCISCO COUNTY RECORDS.
- (4) "RECORD OF SURVEY MAP OF MISSION BAY" RECORDED MAY 31, 2005 IN BOOK "BB" OF MAPS AT PAGES 4-5, SAN FRANCISCO COUNTY RECORDS.
- (5) "FINAL MAP, PLANNED DEVELOPMENT MISSION BAY (9-9A AND 10-10A)" RECORDED MAY 31, 2005 IN BOOK "BB" OF MAPS AT PAGES 6-10, SAN FRANCISCO COUNTY RECORDS.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS IS THE THIRD STATION 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 N01°10'56"W.

BENCHMARK NOTE:

ELEVATIONS SHOWN HEREON ARE BASED ON A CROWD CUT ON OUTER RIM OF SW LOCATED AT THE SOUTHWESTERLY CORNER OF THE INTERSECTION OF 3RD AND BRANNAN STREETS AT ELEVATION 111.643 FEET. ELEVATIONS ARE BASED ON MISSION BAY DATUM WHICH IS DEFINED AS 100.00' ABOVE SAN FRANCISCO CITY DATUM.

GENERAL NOTES:

1. DETAILS NEAR PROPERTY LINES MAY NOT BE TO SCALE.
2. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
3. ALL PROPERTY LINE DEFLECTION ANGLES ARE 90° UNLESS NOTED OTHERWISE.
4. VERTICAL LIMITS ARE BASED ON PROJECT ARCHITECTURAL DRAWING SET, ADDENDUM 1, DATED SEPTEMBER 2, 2016, PREPARED BY MANICA ARCHITECTURE.

FINAL MAP 8593

A MERGER AND EIGHT LOT SUBDIVISION
A 100 COMMERCIAL UNIT CONDOMINIUM PROJECT WITHIN
VERTICAL SUBDIVISION LOTS 1-5
BEING A SUBDIVISION OF THE LANDS DESCRIBED IN THAT
CERTAIN GRANT DEED RECORDED OCTOBER 9, 2015,
DOCUMENT NO. 2015-K143293, OFFICIAL RECORDS.

CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA
MARTIN M. RON ASSOCIATES, INC.
Land Surveyors
859 Harrison Street, Suite 200
San Francisco California

EXISTING PARCELS
NO SCALE



- LEGEND**
- MEAS. MEASURED
 - AB ASSESSOR'S BLOCK
 - APN ASSESSOR'S PARCEL NUMBER
 - SWLY SOUTHWESTERLY
 - P. PARCEL
 - (M-N) DIMENSION BETWEEN CITY MONUMENTS
 - (R) RADIAL
 - (C) FOUND CONCRETE MONUMENT WITH BRASS CAP IN MONUMENT WELL
 - FOUND DISK MONUMENT "C-030060"
 - o BRASS CAP MONUMENT & BENCHMARK TO BE SET

ASSESSOR'S PARCEL NUMBERS FOR PROPOSED PARCELS

PARCEL NUMBER	PROPOSED APN
LOT A	APN 8722-018
LOT B	APN 8722-019
LOT C	APN 8722-020
LOT 1	APN 8722-021
LOT 2	APN 8722-022
LOT 3	APN 8722-023
LOT 4	APN 8722-024
LOT 5	APN 8722-025

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

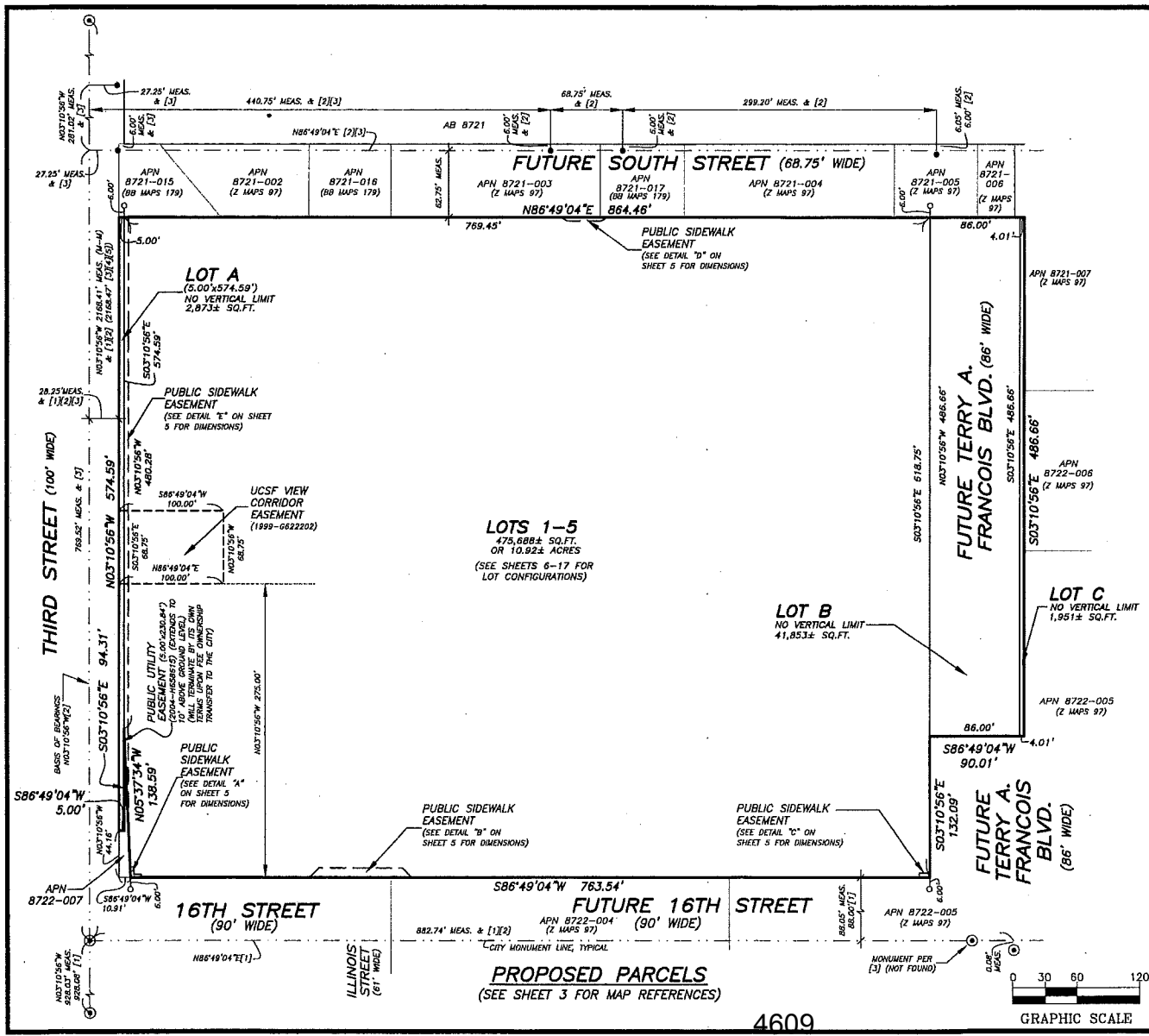
NOTE:
THIS SUBDIVISION OF LAND CONTAINS A VERTICAL SUBDIVISION OF AIRSPACE. AIRSPACE SUBDIVISIONS OFTEN NECESSITATE RECIPROCAL EASEMENT AGREEMENTS SUCH AS BUT NOT LIMITED TO ACCESS, MAINTENANCE, UTILITIES, SUPPORT, ENCROACHMENTS, EMERGENCY INGRESS AND EGRESS, PERMITTED USES, NO BUILD ZONES, ENVIRONMENTAL HAZARDS, ETC. SOME OF THESE REQUIREMENTS HAVE A PUBLIC NATURE TO WHICH THE CITY AND COUNTY OF SAN FRANCISCO IS OR SHOULD BE A BENEFICIARY. THESE ARE OFTEN NOT OF A NATURE TO BE DISCLOSED GRAPHICALLY ON A SURVEY MAP. USERS OF THIS MAP ARE THEREFORE ADVISED TO CONSULT THEIR TITLE COMPANY AND LEGAL COUNSEL TO DETERMINE WHETHER APPLICABLE PROVISIONS EXIST AND ARE SUFFICIENT AND ENFORCEABLE.

FINAL MAP 8593

A MERGER AND EIGHT LOT SUBDIVISION
A 100 COMMERCIAL UNIT CONDOMINIUM PROJECT WITHIN
VERTICAL SUBDIVISION LOTS 1-5
BEING A SUBDIVISION OF THE LANDS DESCRIBED IN THAT
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DOCUMENT NO. 2015-K143293, OFFICIAL RECORDS.

CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA
MARTIN M. RON ASSOCIATES, INC.
Land Surveyors
859 Harrison Street, Suite 200
San Francisco California

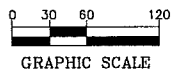
NOVEMBER 2016 SCALE: 1"=60' SHEET 4 OF 17
AB 8722, LOTS 001 & 008 MISSION BAY BLOCKS 29-32

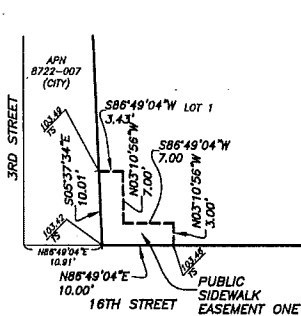


LOTS 1-5
475,688± SQ.FT.
OR 10.82± ACRES
(SEE SHEETS 6-17 FOR LOT CONFIGURATIONS)

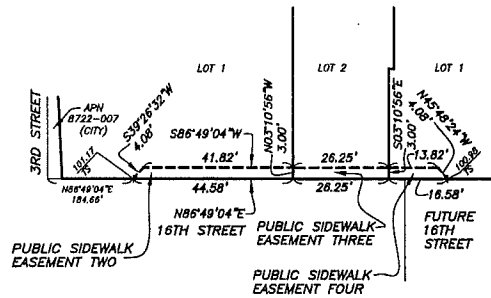
PROPOSED PARCELS
(SEE SHEET 3 FOR MAP REFERENCES)

4609





DETAIL "A"
NO SCALE



DETAIL "B"
NO SCALE

LEGEND

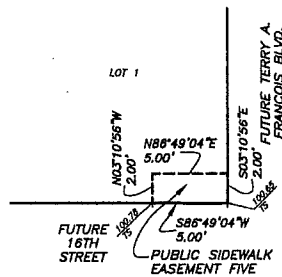
TS TOP OF SIDEWALK ELEVATION

VERTICAL LIMITS (PUBLIC SIDEWALK EASEMENTS ONE THRU SEVEN)

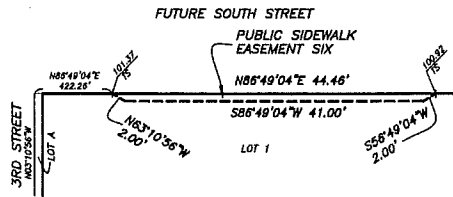
LOWER ELEVATION = BOTTOM OF SIDEWALK SLAB
UPPER ELEVATION = 10 FEET ABOVE TOP OF SIDEWALK SLAB AS SHOWN HEREON.

ELEVATION NOTE

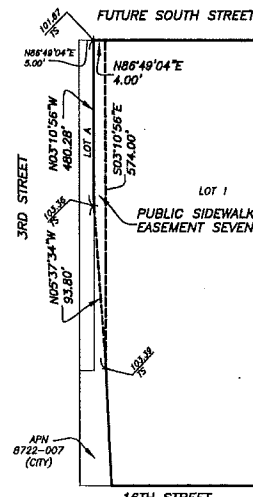
ELEVATIONS FOR PUBLIC SIDEWALK EASEMENTS ONE THRU SEVEN SHOWN HEREON ARE PROPOSED BASED ON PROJECT CONSTRUCTION PLAN SHEETS C3.1 THRU C3.11, DATED NOVEMBER 1, 2016, PREPARED BY FRYER & LAURETA, INC. AND ARE ON MISSION BAY DATUM.



DETAIL "C"
NO SCALE



DETAIL "D"
NO SCALE



DETAIL "E"
NO SCALE

CONDOMINIUM NOTES:

a) THIS MAP IS THE SURVEY MAP PORTION OF THE CONDOMINIUM PLAN AS DESCRIBED IN CALIFORNIA CIVIL CODE SECTIONS 4120 AND 4205. THIS CONDOMINIUM PROJECT IS LIMITED TO A MAXIMUM NUMBER OF 100 COMMERCIAL CONDOMINIUM UNITS DIVIDED AS FOLLOWS: LOT 1 HAS A MAXIMUM NUMBER OF 30 COMMERCIAL CONDOMINIUM UNITS, LOT 2 HAS A MAXIMUM NUMBER OF 7 COMMERCIAL CONDOMINIUM UNITS, LOT 3 HAS A MAXIMUM NUMBER OF 24 COMMERCIAL CONDOMINIUM UNITS, LOT 4 HAS A MAXIMUM NUMBER OF 21 COMMERCIAL CONDOMINIUM UNITS, LOT 5 HAS A MAXIMUM NUMBER OF 18 COMMERCIAL CONDOMINIUM UNITS.

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

c) UNLESS SPECIFIED OTHERWISE IN THE GOVERNING DOCUMENTS OF A CONDOMINIUM HOMEOWNERS' ASSOCIATION, INCLUDING ITS CONDITIONS, COVENANTS AND RESTRICTIONS, THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE, IN PERPETUITY, FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF:

(i) ALL GENERAL USE COMMON AREA IMPROVEMENTS; AND

(ii) ALL FRONTING SIDEWALKS, ALL PERMITTED OR UNPERMITTED PRIVATE ENCROACHMENTS AND PRIVATE MAINTAINED STREET TREES FRONTING THE PROPERTY, AND ANY OTHER OBLIGATION IMPOSED ON PROPERTY OWNERS FRONTING A PUBLIC RIGHT-OF-WAY PURSUANT TO THE PUBLIC WORKS CODE OR OTHER APPLICABLE MUNICIPAL CODES.

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

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

f) BAY WINDOWS, FIRE ESCAPES AND OTHER ENCROACHMENTS (IF ANY SHOWN HEREON, THAT EXIST, OR THAT MAY BE CONSTRUCTED) ONTO OR OVER THIRD STREET, 16TH STREET, SOUTH STREET OR TERRY A, FRANCISCO BLDG. SHALL BE CONSIDERED THROUGH AND ARE SUBJECT TO THE RESTRICTIONS SET FORTH IN THE BUILDING CODE AND PLANNING CODE OF THE CITY AND COUNTY OF SAN FRANCISCO. THIS MAP DOES NOT CONVEY ANY OWNERSHIP INTEREST IN SUCH ENCROACHMENT AREAS TO THE CONDOMINIUM UNIT OWNER(S).

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

ASSESSOR'S PARCEL NUMBERS FOR PROPOSED CONDOMINIUM UNITS

PARCEL NUMBER	CONDOMINIUM UNIT NO.	PROPOSED APN
LOT 1	1-30	8722-026 THRU 055
LOT 2	31-37	8722-056 THRU 062
LOT 3	38-61	8722-063 THRU 086
LOT 4	62-82	8722-087 THRU 107
LOT 5	83-100	8722-108 THRU 125

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

FINAL MAP 8593

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CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

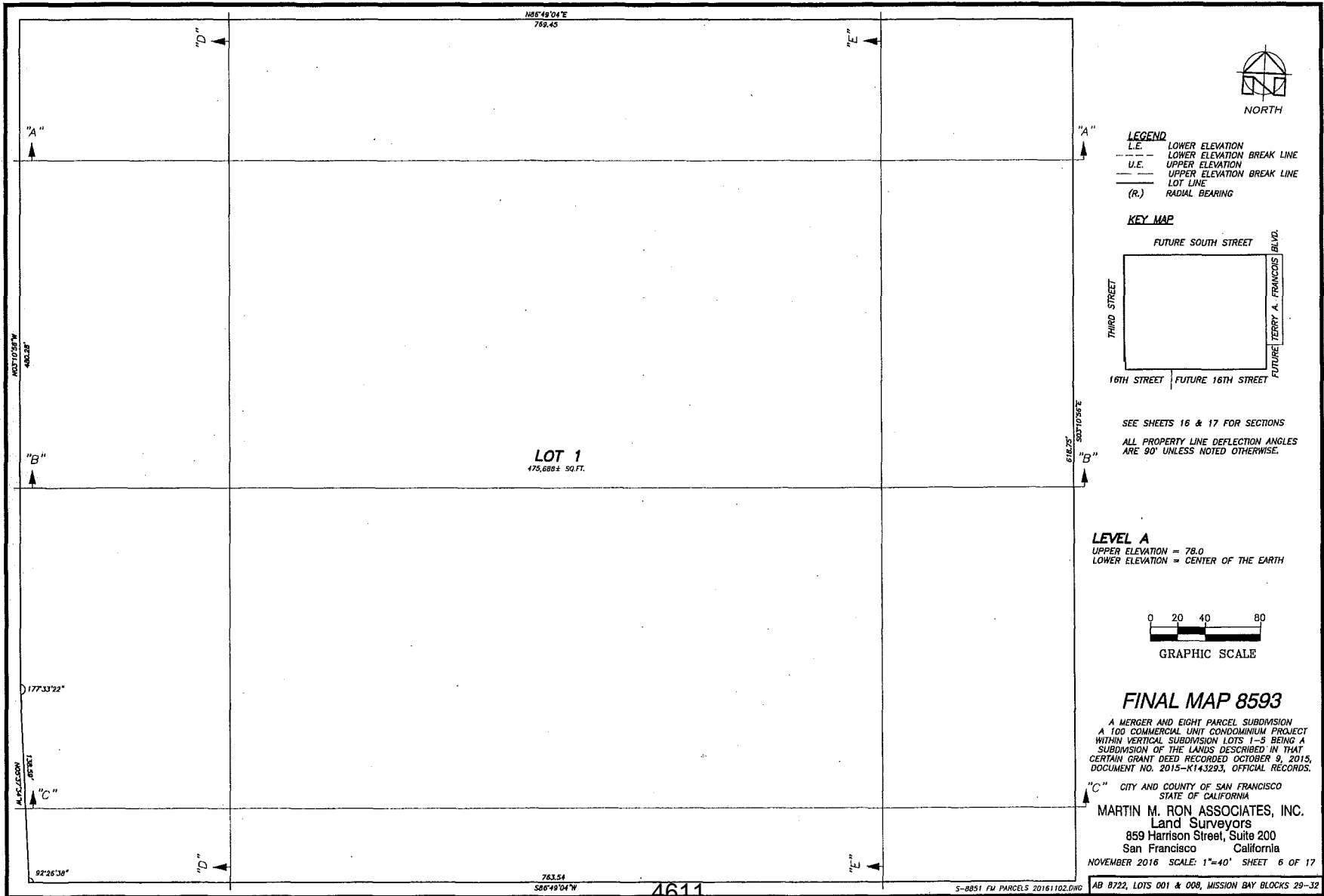
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San Francisco California

NOVEMBER 2016

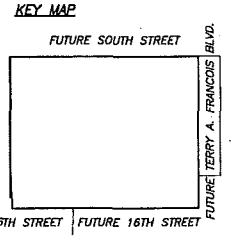
SHEET 5 OF 17

AB 8722, LOTS 001 & 008

MISSION BAY BLOCKS 29-32

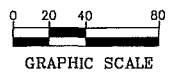


LEGEND
 L.E. LOWER ELEVATION
 --- LOWER ELEVATION BREAK LINE
 U.E. UPPER ELEVATION
 --- UPPER ELEVATION BREAK LINE
 --- LOT LINE
 (R.) RADIAL BEARING



SEE SHEETS 16 & 17 FOR SECTIONS
 ALL PROPERTY LINE DEFLECTION ANGLES
 ARE 90° UNLESS NOTED OTHERWISE.

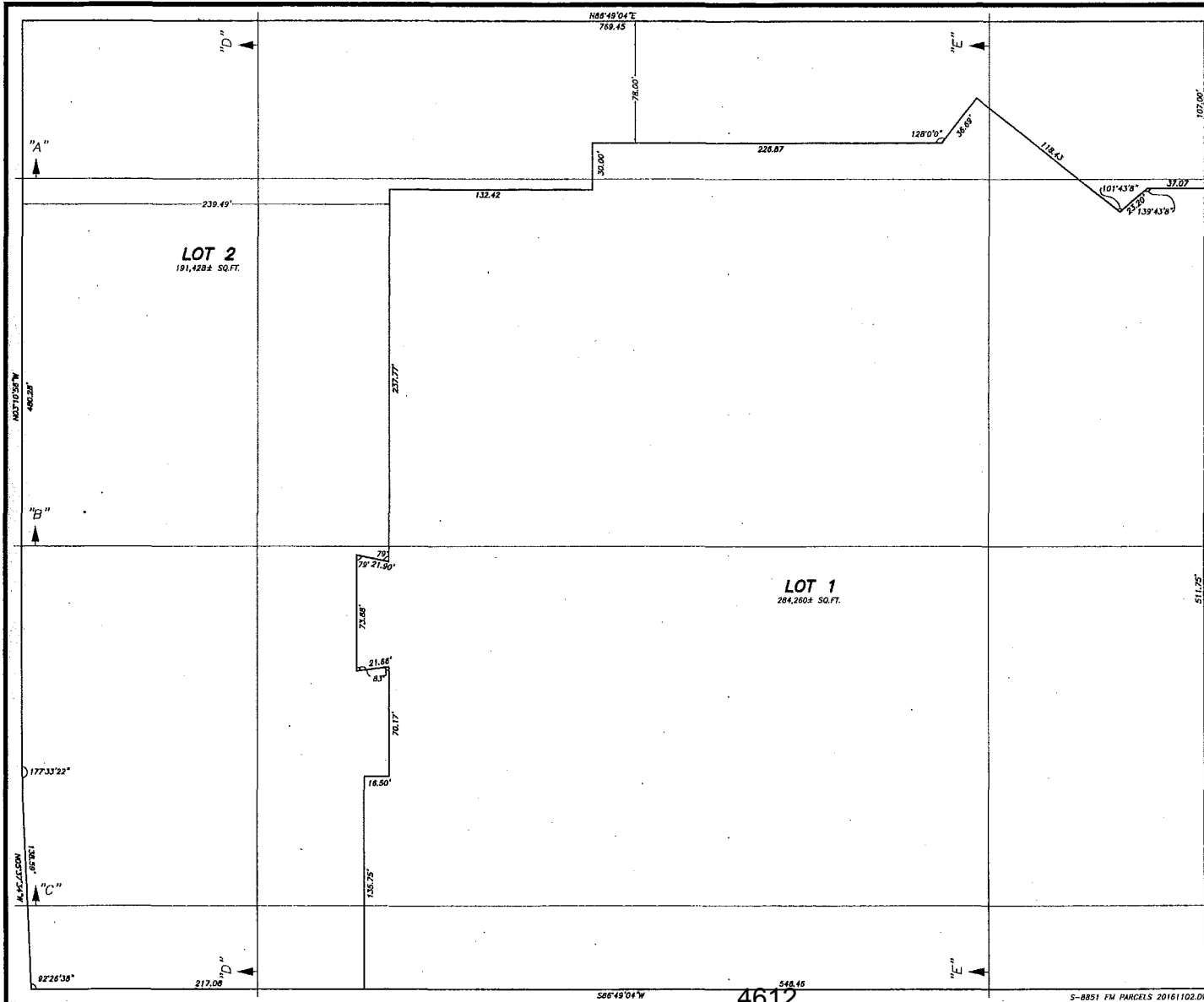
LEVEL A
 UPPER ELEVATION = 78.0
 LOWER ELEVATION = CENTER OF THE EARTH



FINAL MAP 8593

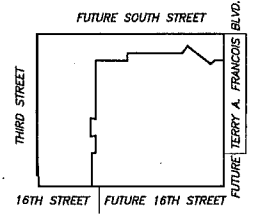
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 Land Surveyors
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 San Francisco California
 NOVEMBER 2016 SCALE: 1"=40' SHEET 6 OF 17



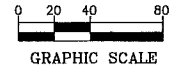
- LEGEND**
- L.E. LOWER ELEVATION
 - - - LOWER ELEVATION BREAK LINE
 - U.E. UPPER ELEVATION
 - - - UPPER ELEVATION BREAK LINE
 - LOT LINE
 - (R.) RADIAL BEARING

KEY MAP



SEE SHEETS 16 & 17 FOR SECTIONS
 ALL PROPERTY LINE DEFLECTION ANGLES
 ARE 90° UNLESS NOTED OTHERWISE.

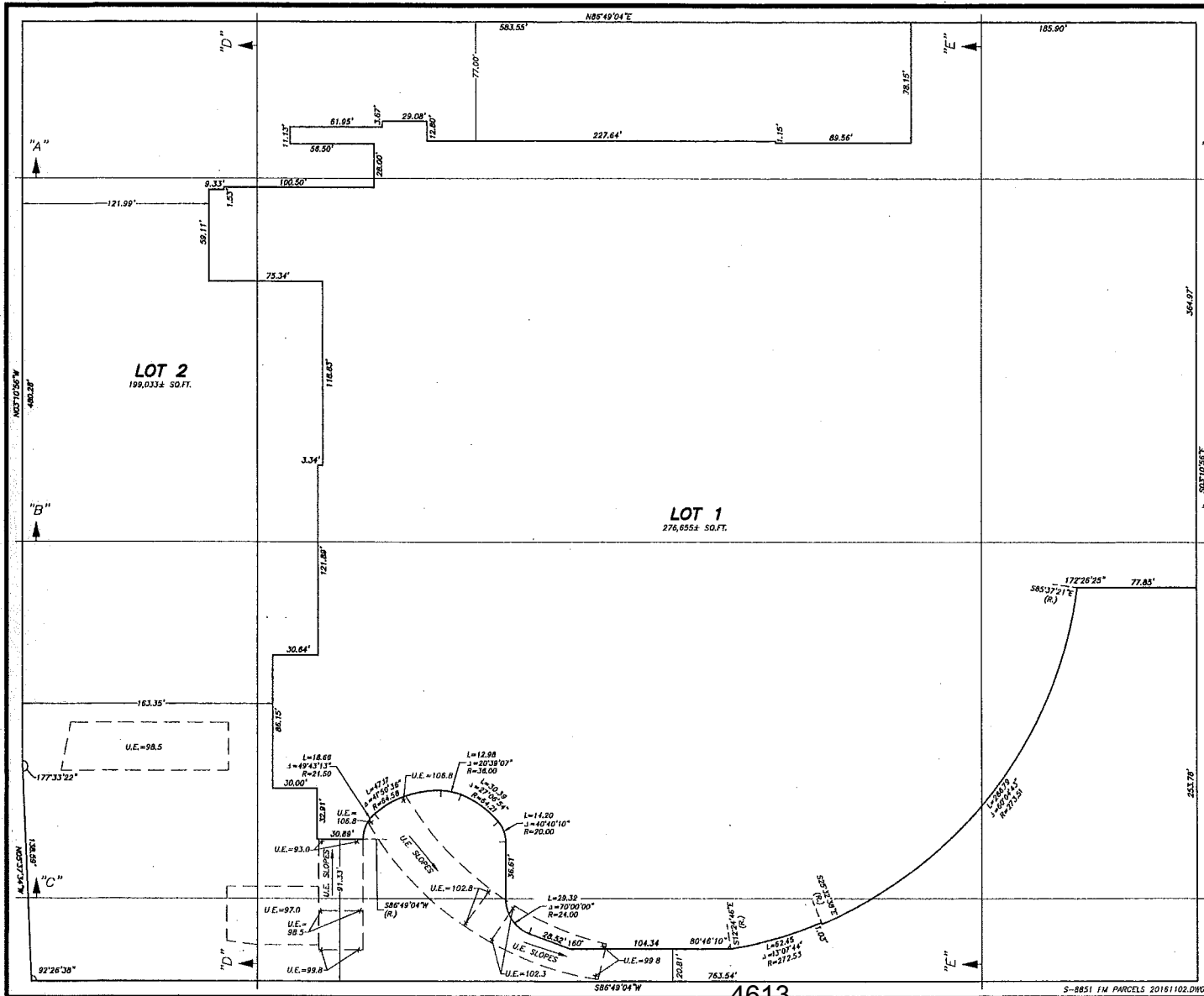
LEVEL B
 UPPER ELEVATION = 87.5
 LOWER ELEVATION = 78.0



FINAL MAP 8593

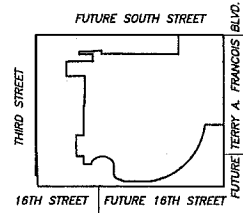
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 NOVEMBER 2016 SCALE: 1"=40' SHEET 7 OF 17



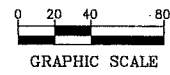
- LEGEND**
- L.E. LOWER ELEVATION
 - - - LOWER ELEVATION BREAK LINE
 - U.E. UPPER ELEVATION
 - - - UPPER ELEVATION BREAK LINE
 - LOT LINE
 - (R.) RADIAL BEARING

KEY MAP



SEE SHEETS 16 & 17 FOR SECTIONS
ALL PROPERTY LINE DEFLECTION ANGLES
ARE 90° UNLESS NOTED OTHERWISE.

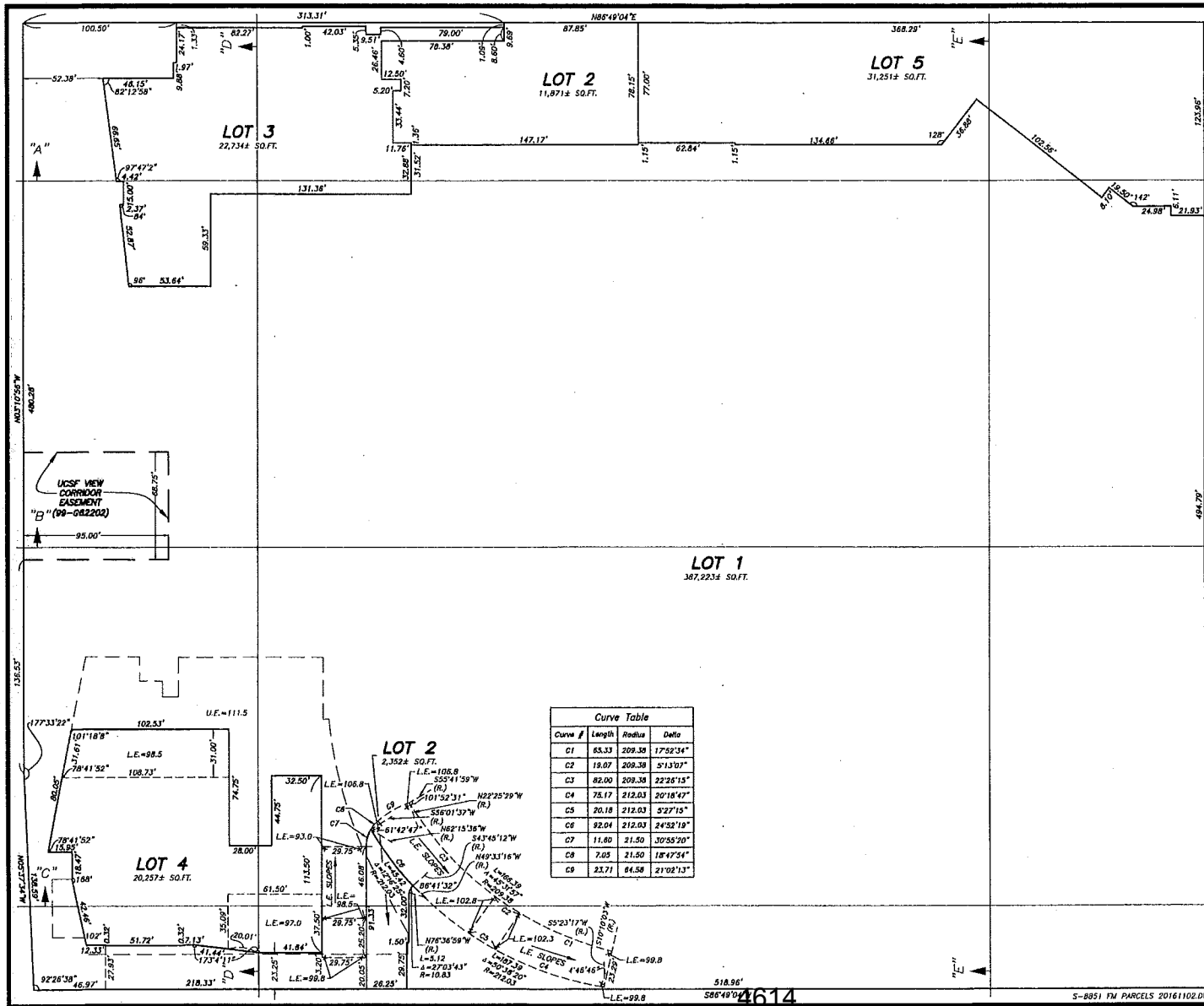
LEVEL C
UPPER ELEVATION = 99.8 (EXCEPT AS SHOWN)
LOWER ELEVATION = 87.5



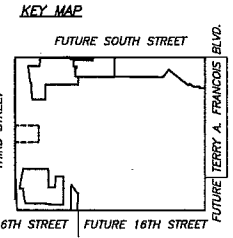
FINAL MAP 8593

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NOVEMBER 2016 SCALE: 1"=40' SHEET 8 OF 17

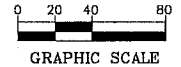


- LEGEND**
- L.E. LOWER ELEVATION
 - L.E.B. LOWER ELEVATION BREAK LINE
 - U.E. UPPER ELEVATION
 - U.E.B. UPPER ELEVATION BREAK LINE
 - LOT LINE
 - (R.) RADIAL BEARING



SEE SHEETS 16 & 17 FOR SECTIONS
 ALL PROPERTY LINE DEFLECTION ANGLES
 ARE 90° UNLESS NOTED OTHERWISE.

LEVEL D
 UPPER ELEVATION = 110.5 (EXCEPT AS SHOWN)
 LOWER ELEVATION = 99.8 (EXCEPT AS SHOWN)



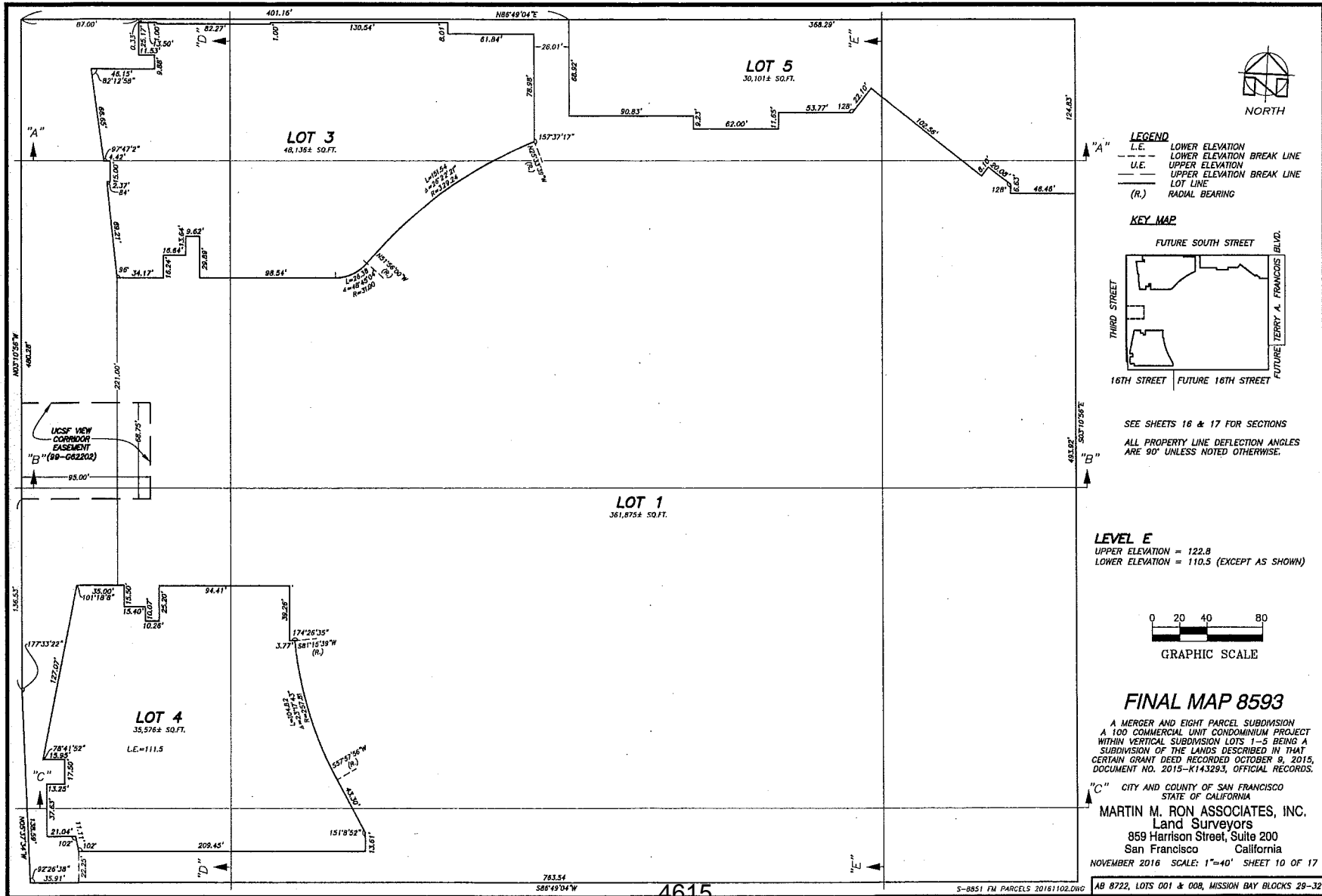
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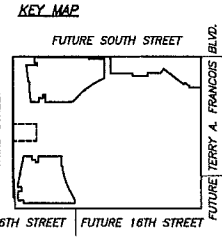
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 San Francisco California
 NOVEMBER 2016 SCALE: 1"=40' SHEET 9 OF 17

Curve Table			
Curve #	Length	Radius	Delta
C1	65.33	209.38	175°34'
C2	19.07	209.38	57°10'11"
C3	82.00	209.38	22°28'15"
C4	75.17	212.03	20°18'47"
C5	20.18	212.03	3°27'15"
C6	92.04	212.03	24°52'19"
C7	11.80	21.50	30°55'20"
C8	7.05	21.50	18°47'54"
C9	23.71	84.58	21°02'13"

518.96'
 586°40'04" **4614**



- LEGEND**
- L.E. LOWER ELEVATION
 - L.E.B. LOWER ELEVATION BREAK LINE
 - U.E. UPPER ELEVATION
 - U.E.B. UPPER ELEVATION BREAK LINE
 - LOT LINE
 - (R.) RADIAL BEARING



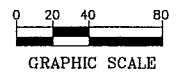
SEE SHEETS 16 & 17 FOR SECTIONS

ALL PROPERTY LINE DEFLECTION ANGLES ARE 90° UNLESS NOTED OTHERWISE.

LEVEL E

UPPER ELEVATION = 122.8

LOWER ELEVATION = 110.5 (EXCEPT AS SHOWN)



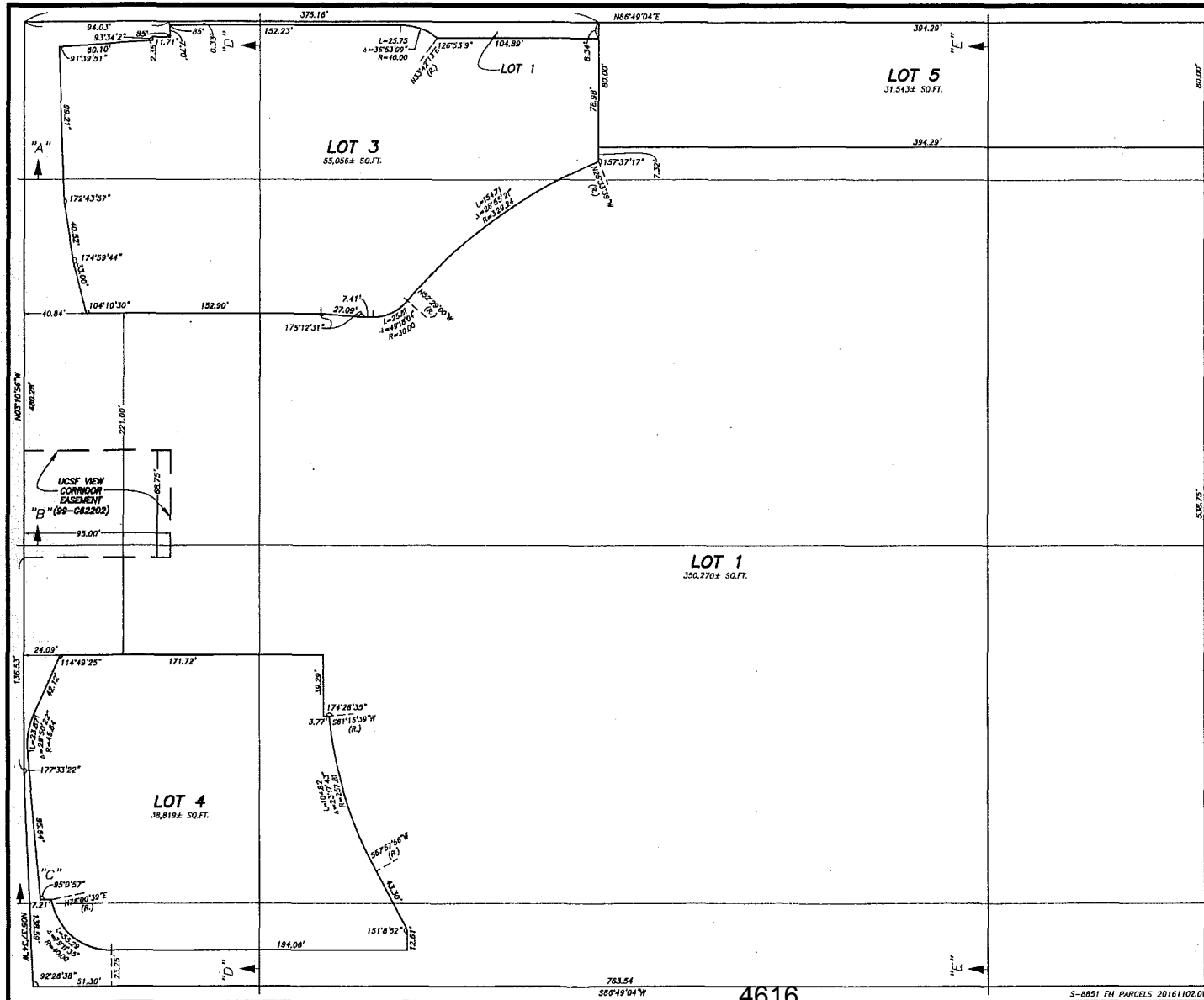
FINAL MAP 8593

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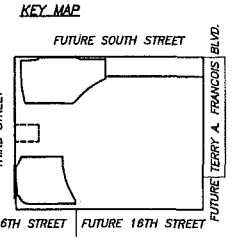
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 STATE OF CALIFORNIA

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NOVEMBER 2016 SCALE: 1"=40' SHEET 10 OF 17

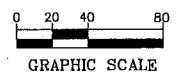


- LEGEND**
- L.E. LOWER ELEVATION
 - - - LOWER ELEVATION BREAK LINE
 - - - U.E. UPPER ELEVATION
 - - - UPPER ELEVATION BREAK LINE
 - LOT LINE
 - (R.) RADIAL BEARING



SEE SHEETS 16 & 17 FOR SECTIONS
 ALL PROPERTY LINE DEFLECTION ANGLES
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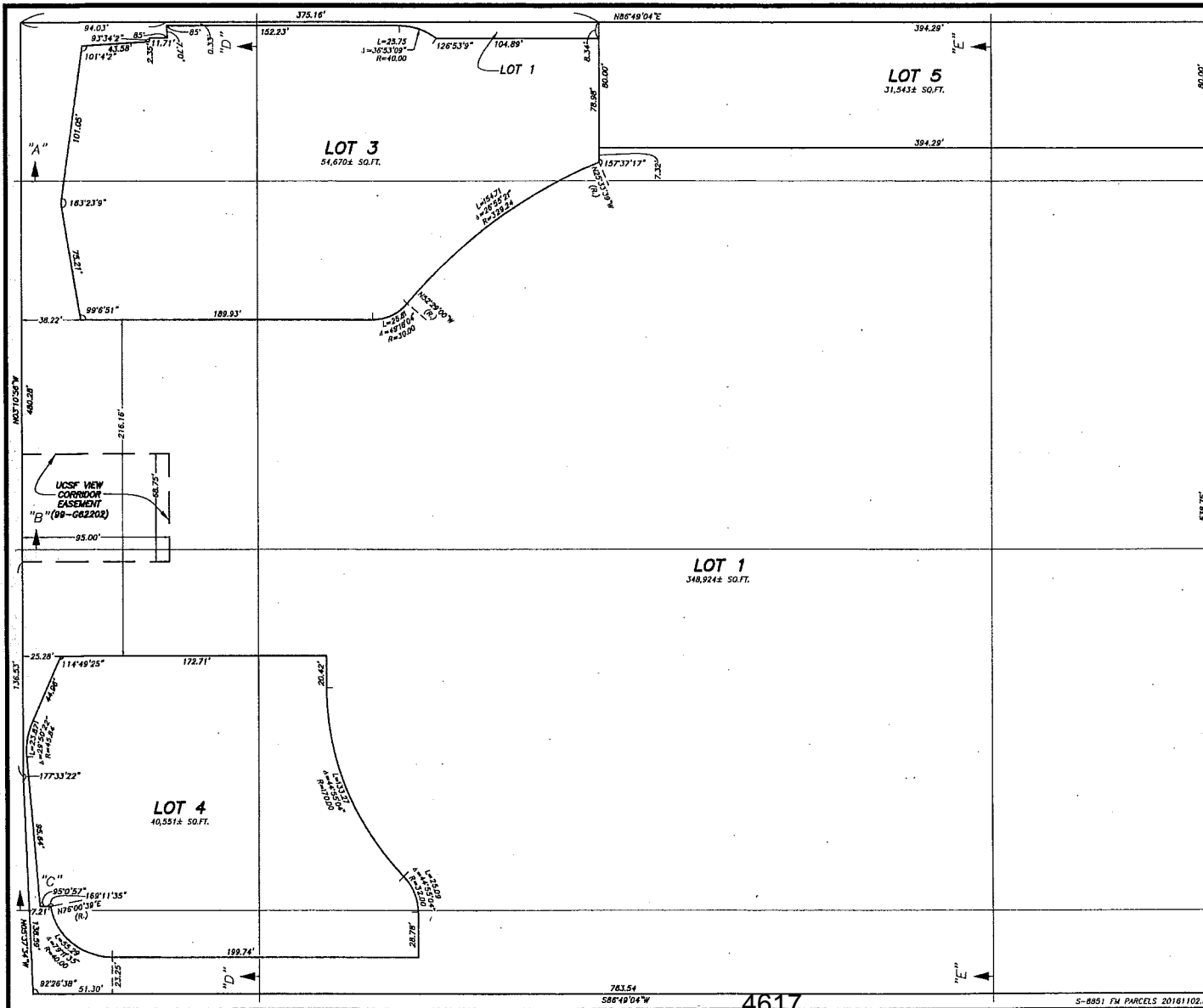
LEVEL F
 UPPER ELEVATION = 136.4
 LOWER ELEVATION = 122.8



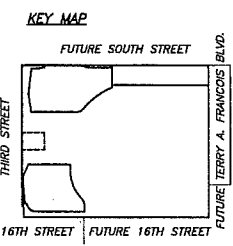
FINAL MAP 8593

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 859 Harrison Street, Suite 200
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 NOVEMBER 2016 SCALE: 1"=40' SHEET 11 OF 17

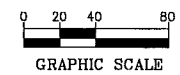


- LEGEND**
- L.E. LOWER ELEVATION
 - - - L.E. LOWER ELEVATION BREAK LINE
 - U.E. UPPER ELEVATION
 - - - U.E. UPPER ELEVATION BREAK LINE
 - LOT LINE
 - (R.) RADIAL BEARING



SEE SHEETS 16 & 17 FOR SECTIONS
 ALL PROPERTY LINE DEFLECTION ANGLES
 ARE 90° UNLESS NOTED OTHERWISE.

LEVEL G
 UPPER ELEVATION = 157.6
 LOWER ELEVATION = 136.4

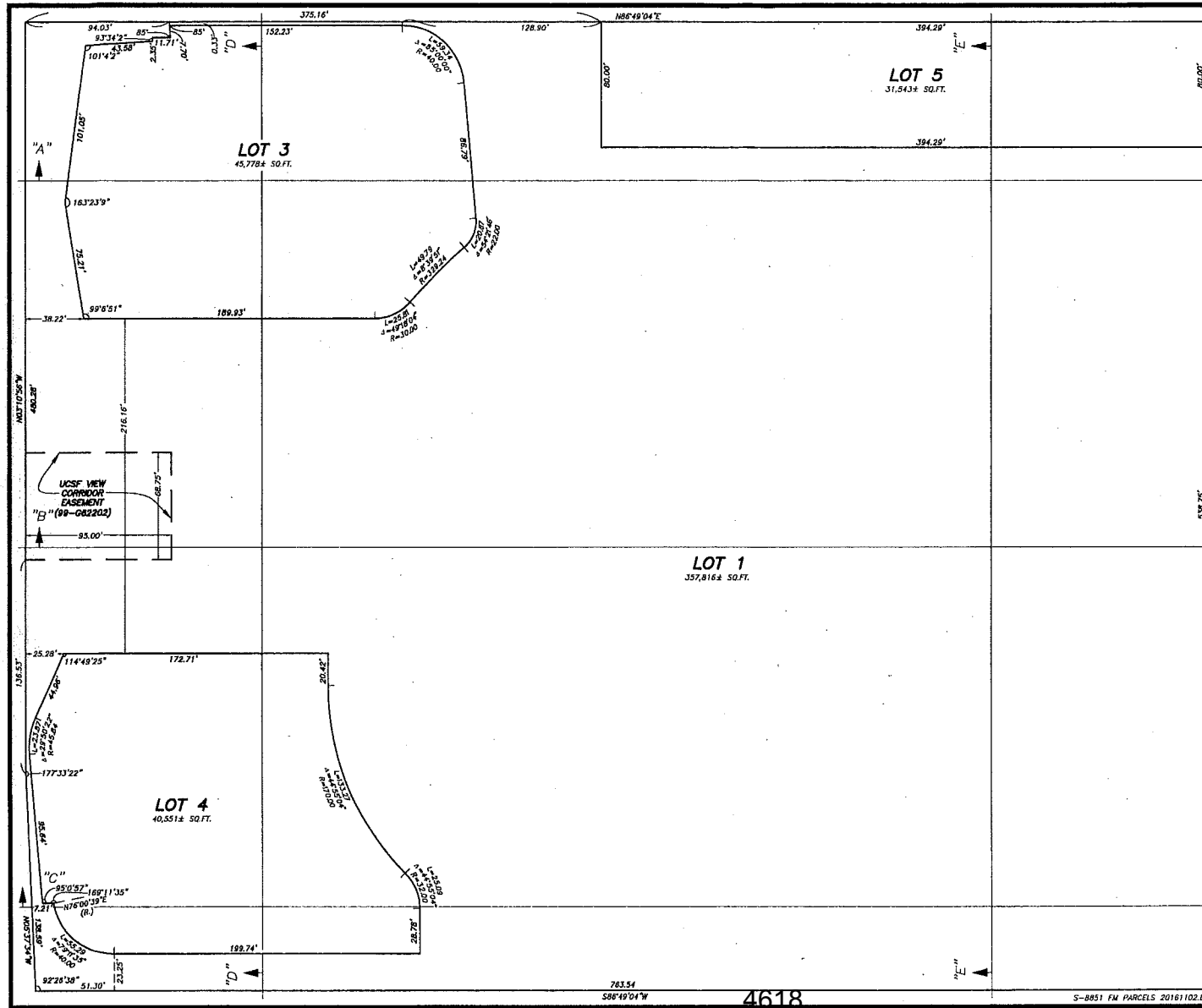


FINAL MAP 8593

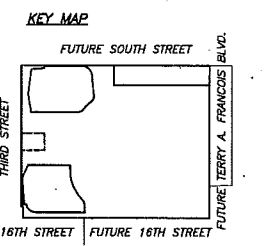
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NOVEMBER 2016 SCALE: 1"=40' SHEET 12 OF 17

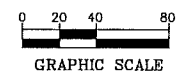


- LEGEND**
- L.E. LOWER ELEVATION
 - - - L.E. LOWER ELEVATION BREAK LINE
 - U.E. UPPER ELEVATION
 - - - U.E. UPPER ELEVATION BREAK LINE
 - LOT LINE
 - (R.) RADIAL BEARING



SEE SHEETS 16 & 17 FOR SECTIONS
 ALL PROPERTY LINE DEFLECTION ANGLES
 ARE 90° UNLESS NOTED OTHERWISE.

LEVEL H
 UPPER ELEVATION = 199.5
 LOWER ELEVATION = 157.6

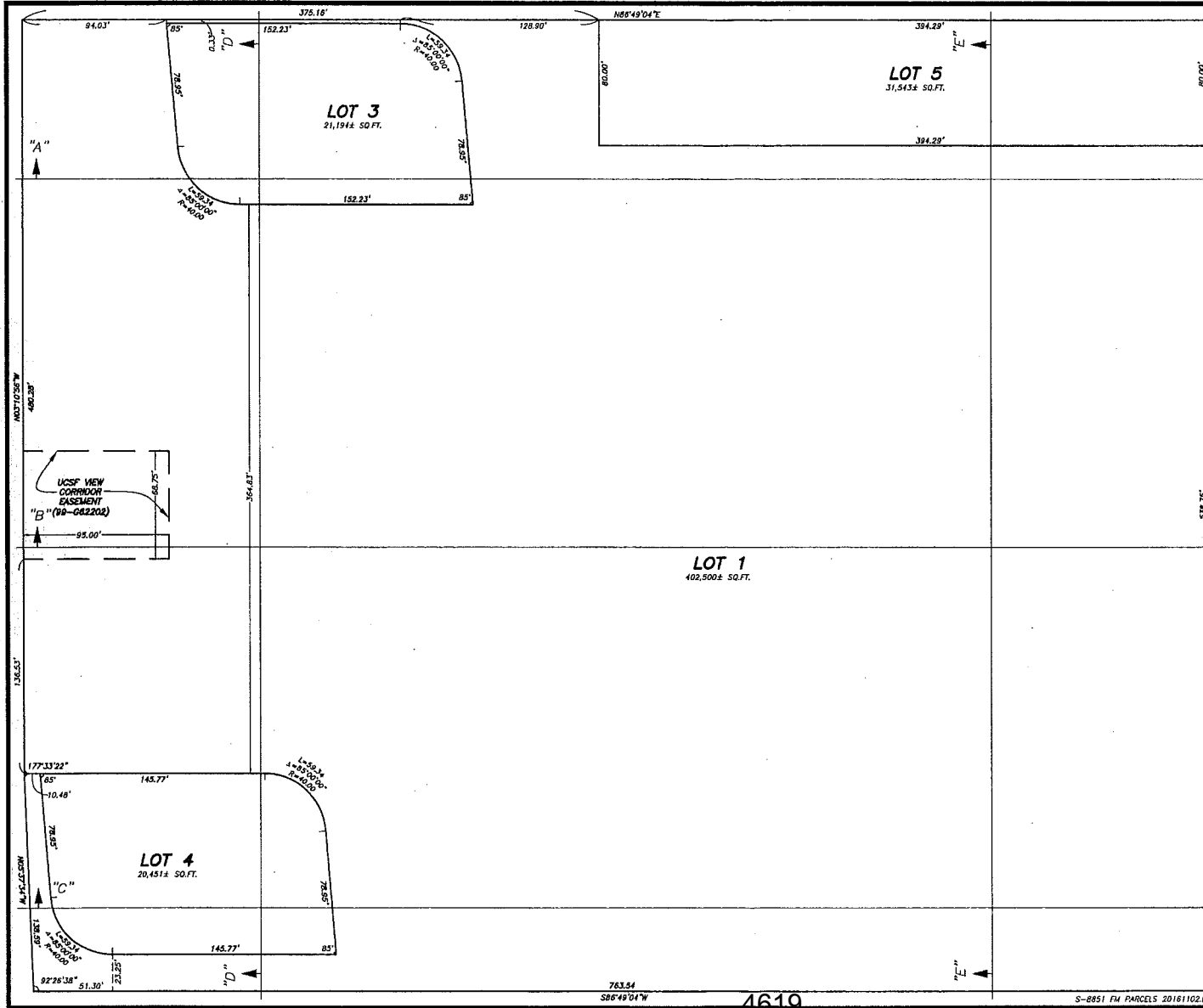


FINAL MAP 8593

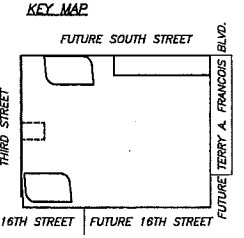
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NOVEMBER 2016 SCALE: 1"=40' SHEET 13 OF 17

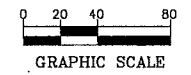


- LEGEND**
- L.E. LOWER ELEVATION BREAK LINE
 - U.E. UPPER ELEVATION BREAK LINE
 - LOT LINE
 - (R.) RADIAL BEARING



SEE SHEETS 16 & 17 FOR SECTIONS
 ALL PROPERTY LINE DEFLECTION ANGLES
 ARE 90° UNLESS NOTED OTHERWISE.

LEVEL 1
 UPPER ELEVATION = 300.0
 LOWER ELEVATION = 199.5

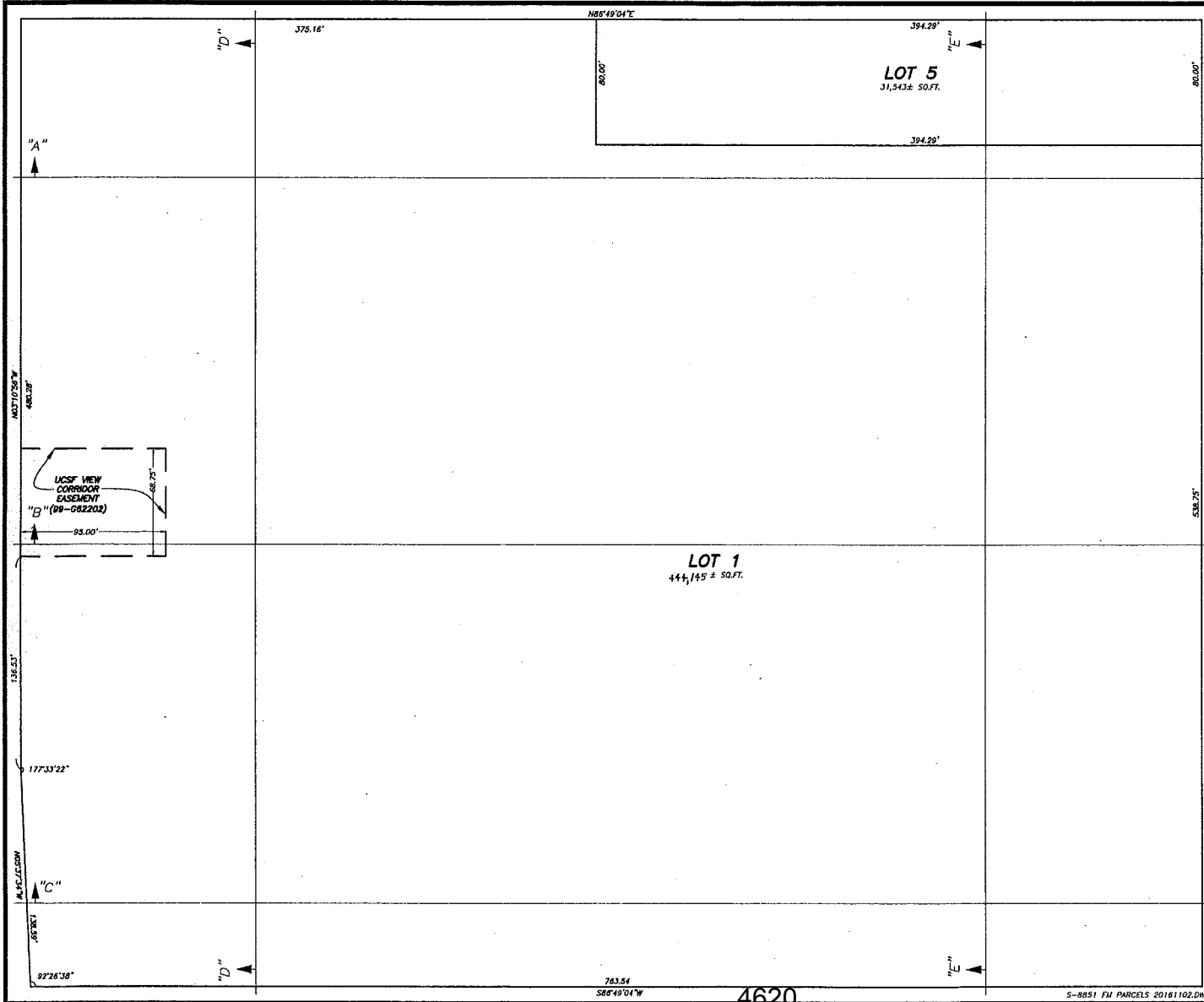


FINAL MAP 8593

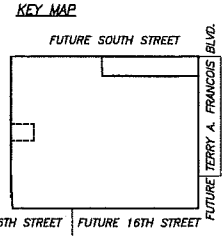
A MERGER AND EIGHT PARCEL SUBDIVISION
 A 100 COMMERCIAL UNIT CONDOMINIUM PROJECT
 WITHIN VERTICAL SUBDIVISION LOTS 1-5 BEING A
 SUBDIVISION OF THE LANDS DESCRIBED IN THAT
 CERTAIN GRANT DEED RECORDED OCTOBER 9, 2015,
 DOCUMENT NO. 2015-K143293, OFFICIAL RECORDS.

"C" CITY AND COUNTY OF SAN FRANCISCO
 STATE OF CALIFORNIA
MARTIN M. RON ASSOCIATES, INC.
 Land Surveyors
 859 Harrison Street, Suite 200
 San Francisco California

NOVEMBER 2016 SCALE: 1"=40' SHEET 14 OF 17

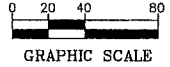


- LEGEND**
- L.E. LOWER ELEVATION
 - - - LOWER ELEVATION BREAK LINE
 - U.E. UPPER ELEVATION
 - - - UPPER ELEVATION BREAK LINE
 - LOT LINE
 - (R.) RADIAL BEARING



SEE SHEETS 16 & 17 FOR SECTIONS
 ALL PROPERTY LINE DEFLECTION ANGLES
 ARE 90° UNLESS NOTED OTHERWISE.

LEVEL J
 UPPER ELEVATION = INFINITY ABOVE
 LOWER ELEVATION = 300.0

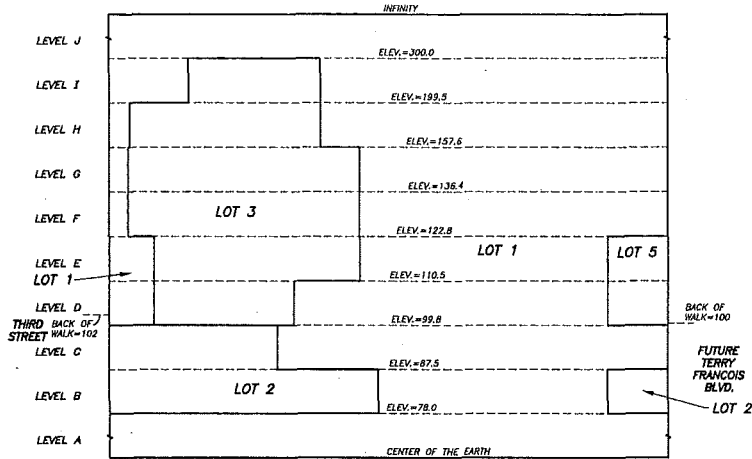


FINAL MAP 8593

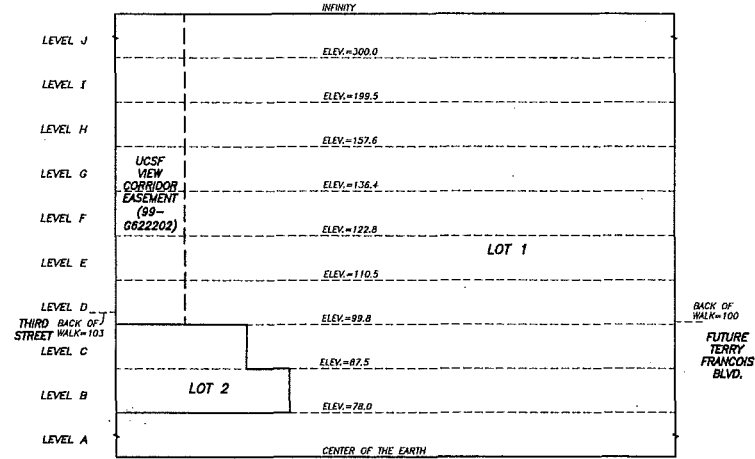
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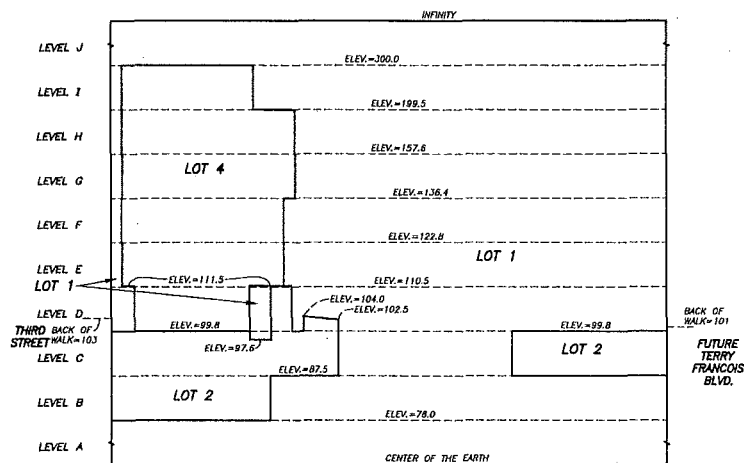
NOVEMBER 2016 SCALE: 1"=40' SHEET 15 OF 17



SECTION "A"- "A"

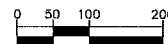


SECTION "B"- "B"



SECTION "C"- "C"

NOTE: BACK OF WALK ELEVATIONS INTERPOLATED FROM "MISSION BAY ARENA AND ENTERTAINMENT COMPLEX, SAN FRANCISCO, CA" GRADING PLAN C3.00 DATED 5/08/15.



GRAPHIC SCALE
(VERTICAL EXAGGERATED, NOT TO SCALE)

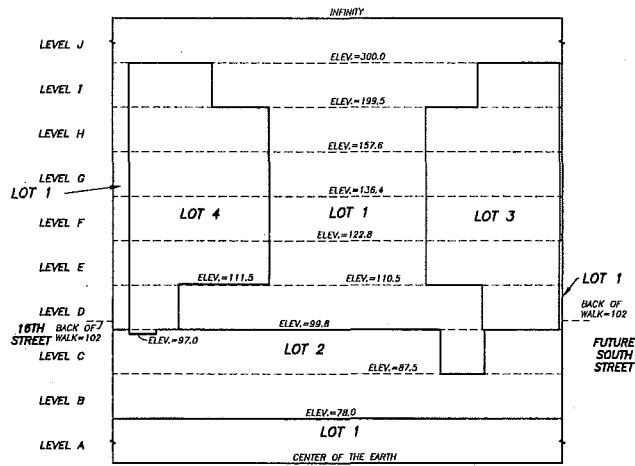
FINAL MAP 8593

A MERGER AND EIGHT PARCEL SUBDIVISION
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DOCUMENT NO. 2015-K143293, OFFICIAL RECORDS.

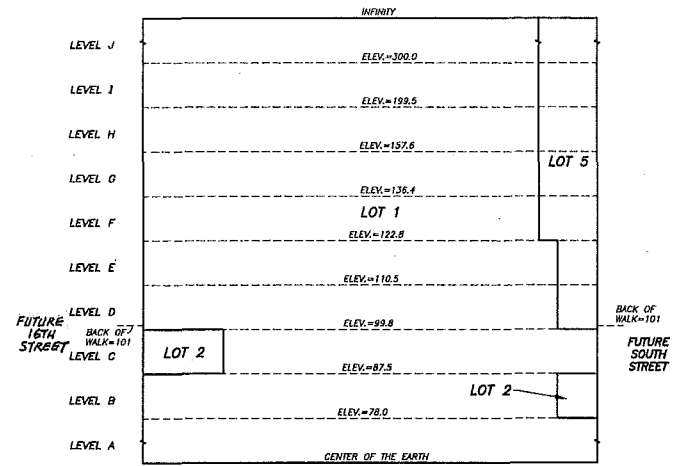
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

MARTIN M. RON ASSOCIATES, INC.
Land Surveyors
859 Harrison Street, Suite 200
San Francisco California

NOVEMBER 2016 SCALE: 1"=100' SHEET 16 OF 17



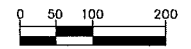
SECTION "D"- "D"



SECTION "E"- "E"

AREA, SQUARE FOOTAGE					
LEVEL	LOT 1	LOT 2	LOT 3	LOT 4	LOT 5
	ABB722 LOT 021	ABB722 LOT 022	ABB722 LOT 023	ABB722 LOT 024	ABB722 LOT 025
A	475,688	0	0	0	0
B	284,260	191,428	0	0	0
C	276,655	199,033	0	0	0
D	397,223	14,223	22,734	20,257	31,251
E	361,875	0	48,136	35,576	30,101
F	350,270	0	55,056	38,819	31,543
G	348,924	0	54,670	40,551	31,543
H	357,816	0	45,778	40,551	31,543
I	402,500	0	21,194	20,451	31,543
J	444,145	0	0	0	31,543
TOTAL	3,689,356	404,684	247,568	196,205	219,067

NOTE: BACK OF WALK ELEVATIONS INTERPOLATED FROM "MISSION BAY ARENA AND ENTERTAINMENT COMPLEX, SAN FRANCISCO, CA" GRADING PLAN C3.00 DATED 5/08/15.



GRAPHIC SCALE
(VERTICAL EXAGGERATED, NOT TO SCALE)

FINAL MAP 8593
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 San Francisco California
 NOVEMBER 2016 SCALE: 1"=100' SHEET 17 OF 17

Introduction Form

By a Member of the Board of Supervisors or the Mayor

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2016 NOV 22 AM 11:56
Time stamp
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion, or Charter Amendment)
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [] inquires"
- 5. City Attorney request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. []
- 9. Reactivate File No. []
- 10. Question(s) submitted for Mayoral Appearance before the BOS on []

BY _____

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission Youth Commission Ethics Commission
- Planning Commission Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative Form.

Sponsor(s):


Supervisor Kim

Subject:

Final Map 8593—Mission Bay Blocks 29-32

The text is listed below or attached:

See attached.

Signature of Sponsoring Supervisor: 

For Clerk's Use Only: