

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
California State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.
County: San Francisco

W 26279

LEASE NO. PRC 6414.9

This Lease consists of this summary and the following attached and incorporated parts:

Section 1	Basic Provisions
Section 2	Special Provisions Amending or Supplementing Section 1 or 3
Section 3	Land Description
Section 4	General Provisions

SECTION 1

BASIC PROVISIONS

THE STATE OF CALIFORNIA, hereinafter referred to as Lessor acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise, and let to **STATE OF CALIFORNIA, acting by and through the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION**, hereinafter referred to as Lessee, those certain lands described in Exhibit A hereinafter referred to as Lease Premises, subject to the reservations, terms, covenants, and conditions of this Lease.

MAILING ADDRESS: P.O. Box 942896
Sacramento, CA 94296

LEASE TYPE: General Lease – Public Agency Use

LAND TYPE: Filled and Unfilled Sovereign Lands

LOCATION: Candlestick Park, City and County of San Francisco, as described in Exhibit A attached and by this reference made a part hereof.

LAND USE OR PURPOSE: Public Recreation Uses at Candlestick State Park Recreation Area and Restoration and Remediation of Yosemite Slough

TERM: 66 years; beginning July 1, 2014; ending June 30, 2080, unless sooner terminated as provided under this Lease.

CONSIDERATION: The public use and benefit, with the California State Lands Commission reserving the right at any time to set a monetary benefit if it finds such action to be in the State's best interest. Subject to modification by Lessor as specified in Paragraph 2(b) of Section 3 - General Provisions.

AUTHORIZED IMPROVEMENTS:

- 1) **EXISTING OR PROPOSED:** Open Space and Recreational Use, including but not limited to, Hiking, Jogging and Bicycle Trails, Group Picnic Areas, Wind Surfing Facilities, Boating Center, Piers, Sand Beach, Quiet Areas, Boat Access Facilities, Concessions and Service Area(s)
- 2) **ONGOING ACTIVITY:** Restoration and Remediation of Yosemite Slough marsh and upland habitats

LIABILITY INSURANCE: Not Applicable

SURETY BOND OR OTHER SECURITY: Not Applicable

**SECTION 2
SPECIAL PROVISIONS**

BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED, REVISED, OR SUPPLEMENTED AS FOLLOWS:

1. Lease term will become effective immediately upon acquisition of property by the Lessor at close of escrow pursuant to terms of Exchange Agreement AD 557.
2. Lessor will consult with Lessee upon receipt of an application for any lease that may encroach onto Lessee's lease premises.
3. Lessee will execute a lease quitclaim deed in favor of the Lessor when a portion of the leased premises is to be conveyed to the San Francisco Redevelopment Agency (now Office of

Community Investment and Infrastructure (OCII) pursuant to the terms of the Candlestick Point State Recreation Area Reconfiguration Improvement and Transfer Agreement.

4. Lessee and State Parks and Recreation Commission have adopted the Candlestick State Park Recreation Area General Plan. Lessee has consulted with Lessor during the revision process.
5. Lessee shall not add or construct additional facilities, structures, or improvements to the Lease Premises without prior authorization from the Lessor.
6. Lessee shall not utilize lease premises for income producing uses without the prior approval of the Lessor.
 - A. Lessor reserves the right to amend the lease and charge an annual rent for any portion of the lease premises that produces income to the Lessee.
7. For the restoration and remediation of YOSEMITE SLOUGH
 - A. Lessee has previously provided Lessor, for Lessor's review and comment, a copy of the Lessee's "Project Manual" (including Appendices and Addendums) that provides detailed Project Plans and Specifications (for Phase I) and other pertinent project information.
 - B. Lessee's prior submittal to Lessor of the Project Manual constitutes Lessee's notification of Lessee's intent to commence construction activities as soon as Lessor's review is completed; not later than March 31, 2011.
 - C. Phase I works has been completed.
 - D. For Phase II work, within ten (10) calendar days of the "Notice to Proceed" for the commencement of any remediation or restoration construction activities, Lessee shall provide to Lessor a copy of a Critical Path Method (CPM) Project Work Schedule showing all significant work activities that will take place during the course of the project. Lessee will provided Lessor, for Lessor's review and comment, a copy of the Lessee's "Project Manual" (including Appendices and Addendums) that provides detailed Project Plans and Specifications and other pertinent project information.
 - E. All activities shall be carried out in accordance with all local, State, and Federal permits and applicable safety regulations.
 - F. Within 60 days of completing the authorized activities, Lessee will provide Lessor with photographs and a set of "as-built" plans that will show where any improvements have been placed.
 - G. Any equipment to be used on the Lease Premises is limited to that which is directly required to perform the authorized use and shall not include any equipment that may cause damage to the Lease Premises or on other lands subject to Lessor's jurisdiction.
 - H. No refueling, repairs, or maintenance of vehicles or equipment will take place on the Lease Premises or on lands subject to Lessor's jurisdiction.
 - I. If barges or vessels are used for the restoration of Yosemite Slough, then Lessee shall maintain a logbook on all work vessels during work within the Lease Premises utilized in operations conducted under this Lease to keep track of all debris created by objects of any kind that may fall into the water. The logbook should include the type of debris, date, time and location to facilitate identification and location of debris for recovery and site clearance verification. All debris shall be promptly removed from the Lease Premises

IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF SECTION 2 AND SECTION 4 OF THIS LEASE, THE PROVISIONS OF SECTION 2 SHALL PREVAIL.

SECTION 3

DESCRIPTION OF LEASE PREMISES

CP State Park Site Public Trust Parcel 1

All that certain real property, including tide lands and submerged lands, whether filled or unfilled, situate in the City and County of San Francisco, State of California, and being all or portions of Blocks, 463, 489, 490, 617, 804, 805, 806, 807, 810, 811, 825, 826, 830, 831, 843, 844, 848, 854, 857, 860, 863, 864, 865, 866, 867, 869, 870, 871, 872, 873, 874, 875, 877, 878, 880, 881, 882, 883, 885, 887 and 890,

TOGETHER WITH portions of Yosemite Avenue (Formerly 24th Avenue), Armstrong Avenue (Formerly 25th Avenue), Bancroft Avenue (Formerly 26th Avenue), Carroll Avenue (Formerly 27th Avenue), Donner Avenue (Formerly 28th Avenue), Egbert Avenue (Formerly 29th Avenue), Fitzgerald Avenue (Formerly 30th Avenue), Gilman Avenue (Formerly 31st Avenue), Hollister Avenue (Formerly 32nd Avenue), Ingerson Avenue (Formerly 33rd Avenue), Jamestown Avenue (Formerly 34th Avenue), Key Avenue (Formerly 35th Avenue), Le Conte Avenue (Formerly 36th Avenue), Mead Avenue (Formerly 37th Avenue), Nelson Avenue (Formerly 38th Avenue), Olney Avenue (Formerly 39th Avenue), Pulaski Avenue (Formerly 40th Avenue), Quebec Avenue (Formerly 41st Avenue), Richter Avenue (Formerly 42nd Avenue), Sampson Avenue (Formerly 43rd Avenue), Tovar Avenue (Formerly 44th Avenue), Hawes Street (Formerly H Street), Griffith Street (Formerly G Street), Arelious Walker Drive (Formerly F Street), Earl Street (Formerly E Street), Donahue Street (Formerly D Street), Coleman Street (Formerly C Street), Boalt Street (Formerly B Street), Alvord Street (Formerly A Street), Ship Street and Dock Street, as said blocks, avenues and streets are designated and shown on that certain map entitled "Map of the Salt Marsh and Tide Lands and Lands Lying Under Water South of Second Street and Situate in the City and County Of San Francisco" approved by the Board of Tide Land Commissioners March 19, 1869 and filed in Map Book W at Pages 46-47, Document Number X45805, in the office of the Recorder of said City and County,

TOGETHER WITH portions of Yosemite Avenue (Formerly 24th Avenue) as said avenue is designated and shown on that certain map entitled "Property of the Bay View Homestead Association", filed June 18, 1872 in Parcel Map Book "C" and "D", Page 3 in the office of said Recorder and

ALL as located by Record of Survey 7753 filed in Book EE of Survey Maps at Pages 232 to 248 in the office of the Recorder of the City and County of San Francisco, described as follows:

BEGINNING at the intersection of the southwesterly line of said Yosemite Avenue with the southeasterly line of Ingalls Street;

thence along said southwesterly line South 53°17'46" East, 370.33 feet to the Agreed 1869 Ordinary High Water Mark described in Exhibit 25 to that certain Hunters Point Shipyard/Candlestick Point Title Settlement, Public Trust Exchange and Boundary Line

Agreement recorded in Book K425, Page 180, Document No. J206009-00, as corrected, in the office of said Recorder, the TRUE POINT OF BEGINNING;

thence in a generally northwesterly direction along said Agreed 1869 Ordinary High Water Mark 58.15 feet, more or less, to the mean high tide line of Yosemite Slough;

thence, along said mean high tide line of Yosemite Slough, with all its sinuosities, in the following general direction and distance:

- (1) southeasterly 1,500 feet, more or less, along the mean high tide line of San Francisco Bay;

thence, along said mean high tide line of San Francisco Bay, with all its sinuosities, in the following seven (7) general directions and distances:

- (1) southwesterly 600 feet, more or less,
- (2) southeasterly 2,700 feet, more or less,
- (3) southwesterly 2,200 feet, more or less,
- (4) southeasterly 1,000 feet, more or less,
- (5) northeasterly 700 feet, more or less,
- (6) southeasterly 700 feet, more or less, and
- (7) westerly 450 feet, more or less, to the county line between San Mateo County and said City and County of San Francisco;

thence, westerly along said county line 124 feet, more or less, to said mean high tide line of San Francisco Bay;

thence, along said mean high tide line, with all its sinuosities, in a generally westerly direction 5,000 feet, more or less, to said county line;

thence along said county line North $88^{\circ}57'52''$ West, 49.19 feet, more or less, to the southeasterly boundary of Harney Way as designated and shown on that certain Map entitled "Map Showing the Opening of Harney Way from Jamestown to County Line" prepared by San Francisco Department of Public Works as Map T-17-18, filed in Book U of Maps at Pages 64 and 65 under Document No. N63258, in the office of said Recorder;

thence along said southeasterly boundary the following seven (7) courses:

- (1) North $45^{\circ}49'36''$ East 538.74 feet,
- (2) North $45^{\circ}49'36''$ East 295.10 feet,
- (3) along a tangent curve to the right, concave southeasterly, having a radius of 360.00 feet, through a central angle of $41^{\circ}03'15''$, an arc distance of 257.95 feet,
- (4) North $86^{\circ}52'51''$ East 484.12 feet,
- (5) along a tangent curve to the left, concave northwesterly, having a radius of 440.00 feet, through a central angle of $16^{\circ}27'53''$, an arc distance of 126.44 feet,
- (6) North $70^{\circ}24'58''$ East 547.16 feet, and
- (7) along a tangent curve to the right, concave southerly, having a radius of 92.00 feet, through a central angle of $36^{\circ}59'34''$, an arc distance of 59.40 feet to the southerly line of Jamestown Avenue as said Avenue is designated and shown on "Map

Showing the Widening and Extension of Jamestown Avenue from Hunters Point Expressway to Redondo Street” prepared by San Francisco Department of Public Works as Map T-17-16, filed in Map Book U, Pages 60-63, in the office of said Recorder;

thence along the southwesterly line of said Jamestown Avenue South 41°49'12" East 52.49 feet to a point from which survey control monument “Candlestick” described hereafter in the Basis of Bearing, bears South 51°20'36" West 2701.51 feet;

thence leaving said southwesterly line of Jamestown Avenue South 70°28'01" West 79.80 feet;

thence North 19°31'59" West 13.92 feet;

thence southwesterly along a line running nearly parallel with and 35.00 feet distant southeasterly from the southerly line of Harney Way as said southerly line is designated and shown on that certain map entitled “Map Showing the Widening of Harney Way from Jamestown Avenue to Alana Way” prepared by San Francisco Department of Public Works as Map T-29-63, filed May 9, 1979 in Book X of Maps at Pages 4 and 5, under Document No. B099873, in the office of said Recorder the following two (2) courses:

- (1) South 70°26'55" West 543.19 feet, and
- (2) along a tangent curve to the right, concave northwesterly, having a radius of 492.00 feet, through a central angle of 16°27'53", an arc distance of 141.38 feet;

thence South 86°54'48" West 260.68 feet;

thence South 88°55'05" West 227.49 feet;

thence South 01°31'59" West 17.03 feet;

thence from a tangent which bears North 88°28'01" West along a non-tangent curve to the left, concave southeasterly, having a radius of 300.00 feet, through a central angle of 18°32'51", an arc distance of 97.11 feet;

thence North 17°00'52" West 16.72 feet;

thence from a tangent which bears South 72°59'08" West, along a curve to the left, concave southeasterly, having a radius of 500.00 feet, through a central angle of 20°19'52", an arc distance of 177.42 feet;

thence the following fifteen (15) courses:

- (1) South 56°53'02" East 282.67 feet,
- (2) North 66°15'15" East 89.60 feet,
- (3) North 45°25'04" East 85.86 feet,
- (4) North 70°06'35" East 121.71 feet,
- (5) South 60°39'53" East 88.05 feet,
- (6) South 43°15'05" East 119.42 feet,
- (7) South 63°50'44" East 133.57 feet,
- (8) South 54°07'51" East 43.39 feet,
- (9) South 50°45'14" East 148.74 feet,
- (10) North 63°31'31" East 102.86 feet,
- (11) North 36°20'30" East 235.12 feet,

- (12) North 59°53'58" East 233.55 feet,
- (13) North 73°48'12" East 214.43 feet,
- (14) South 85°22'26" East 87.38 feet, and
- (15) South 52°58'06" East 213.15 feet to a point on the southwesterly line of Jamestown Avenue as shown on Sheet 1 of 4 of the "Map Showing the Widening and Extension of Jamestown Avenue from Hunters Point Expressway to Redondo Street" prepared by San Francisco Department of Public Works as Map T-17-16, filed in Book "U" of Maps at Pages 60 through 63 under Document No. N63257 in the office of said Recorder;

thence along said southwesterly boundary of Jamestown from a tangent which bears South 41°49'29" East, along a non-tangent curve to the left, concave northeasterly, having a radius of 700.00 feet, through a central angle of 46°38'45" an arc distance of 569.89 feet;

thence continuing along said boundary and its easterly prolongation South 89°05'08" East 459.73 feet to a point from which said survey control monument "Candlestick" bears South 72°38'54" West 3581.73 feet;

thence along the following seven (7) courses:

- (1) South 52°04'06" East 60.57 feet,
- (2) North 77°30'04" East 56.70 feet,
- (3) North 88°03'07" East 105.18 feet,
- (4) South 83°52'07" East 152.76 feet,
- (5) North 58°35'30" East 54.42 feet,
- (6) North 03°29'53" West 712.73 feet, and
- (7) North 41°59'03" West 355.50 feet to a point on the easterly line of Hunters Point Expressway as shown by the "Map Showing The Opening Of Hunters Point Expressway From Gilman Avenue to County Line" prepared by San Francisco Department of Public Works as Map T-17-17, a copy of which is filed in Map Book U, Page 59, Document N63256 in the Office of the Recorder, from which survey control monument "Candlestick" described hereafter in the Basis of Bearing, bears South 60°08'29" West 4086.48 feet;

thence along said easterly line of Hunters Point Expressway North 00°54'52" East 300.69 feet to a point from which said survey control monument "Candlestick" bears South 56°39'17" West 4248.18 feet;

thence leaving last said easterly line and along the following fourteen (14) courses:

- (1) South 53°18'15" East 483.66 feet,
- (2) North 28°29'56" East 181.75 feet,
- (3) North 33°06'40" East 343.27 feet,
- (4) North 20°18'03" East 267.80 feet,
- (5) North 26°20'05" East 149.63 feet,
- (6) North 68°45'03" East 206.80 feet,

- (7) North 39°58'07" East 215.81 feet,
- (8) North 09°36'28" East 234.06 feet,
- (9) North 12°33'35" West 161.50 feet,
- (10) North 29°00'46" West 209.96 feet,
- (11) North 43°26'10" West 139.81 feet,
- (12) North 50°22'41" West 36.37 feet to a point from which said survey control monument "Candlestick" bears South 49°34'30" West 5884.36 feet,
- (13) South 48°00'38" West 806.04 feet, and
- (14) South 47°59'55" West 419.15 feet to the northeasterly line of said Gilman Avenue;

thence along said Gilman Avenue North 53°18'15" West 323.29 feet to the southeasterly line of said Donahue Street;

thence along said Donahue Street North 36°41'45" East 1109.28 feet to a point from which said survey control monument "Candlestick" bears South 44°14'42" West 5693.55 feet;

thence the following nineteen (19) courses:

- (1) North 00°45'03" West 250.78 feet,
- (2) North 53°19'14" West 96.45 feet,
- (3) South 65°07'25" West 168.91 feet,
- (4) North 53°18'15" West 173.94 feet,
- (5) North 25°19'23" West 117.62 feet,
- (6) North 42°34'38" West 75.09 feet,
- (7) North 24°48'20" West 87.64 feet,
- (8) North 53°18'15" West 351.99 feet,
- (9) North 66°56'28" West 177.17 feet,
- (10) North 53°18'15" West 0.74 feet,
- (11) North 43°48'13" West 15.61 feet,
- (12) North 31°47'46" West 17.73 feet,
- (13) North 34°54'42" West 37.11 feet,
- (14) North 11°34'22" West 28.96 feet,
- (15) North 37°09'59" West 6.16 feet,
- (16) North 05°05'26" West 173.61 feet,
- (17) North 29°54'22" East 201.41 feet,
- (18) North 24°22'08" East 263.40 feet, and
- (19) North 53°19'18" West 418.68 feet to the southeasterly line of said Griffith Street, from which point said survey control monument "Candlestick" bears South 25°41'03" West 6512.26 feet;

thence North 36°42'03" East 22.67 feet along said southeasterly line to the southwesterly line of Yosemite Avenue;

thence along said southwesterly line North 53°17'46" West 957.87 feet to the TRUE POINT OF BEGINNING as located by Record of Survey 7753 filed in Book ____ of Survey Maps at Pages ____ to ____ in the office of the Recorder of the City and County of San Francisco.

BASIS OF BEARING of this description is North 37° 08' 31" East between found monuments designated and shown on that certain Record of Survey 7753 filed in Book _____ of Maps at Pages _____ in the Office of the City and County of San Francisco Recorder as points "CANDLESTICK" (HPGN D CA 04 GF, PID-AB7679, EPOCH 1991.35) and "US Navy Monument", a brass disk located at Innes Avenue and Earl Street with coordinates Northing 2,093,622.933 feet and Easting 6,020,345.522 feet.

DISTANCES in this description are U.S. Survey feet and decimals thereof and are "Ground" measurements per Survey Control Note No. 4 as shown on Sheet 3 and Survey General note 1 of said Record of Survey.

Unless otherwise noted herein all street citations are based upon that certain map entitled "Map of Lands Transferred in Trust to the City and County of San Francisco" as approved by the State Land Commission on October 29, 1975 and March 25, 1976 on file in Liber C169 pages 573 to 664, Document Number Y 88209 dated September 1974 and said map filed in Map Book W Pages 66 to 72 inclusive in the office of the Recorder of said City and County of San Francisco.

CP State Park Site Public Trust Parcel 2

All that certain real property, including tide lands and submerged lands, whether filled or unfilled, situate in the City and County of San Francisco, State of California, and being all or portions of Blocks 431, 432, and 458,

TOGETHER WITH portions of Underwood Avenue (Formerly 21st Avenue), Van Dyke Avenue (Formerly 22nd Avenue), Wallace Avenue (Formerly 23rd Avenue), Hawes Street (Formerly H Street), Griffith Street (Formerly G Street), Arelious Walker Drive (Formerly F Street), , as said blocks, avenues and streets are designated and shown on that certain map entitled "Map of the Salt Marsh and Tide Lands and Lands Lying Under Water South of Second Street and Situate in the City and County Of San Francisco" approved by the Board of Tide Land Commissioners March 19, 1869 and filed in Map Book W at Pages 46-47, Document Number X45805, in the office of the Recorder of said City and County,

TOGETHER WITH portions of Wallace Avenue (Formerly 23rd Avenue) as said avenue is designated and shown on that certain map entitled "Property of the Bay View Homestead Association", filed June 18, 1872 in Parcel Map Book "C" and "D", Page 3 in the office of said Recorder and

ALL as located by Record of Survey 7753 filed in Book 1E of Survey Maps at Pages 232 to 248 in the office of the Recorder of the City and County of San Francisco, described as follows:

BEGINNING at the intersection of the northeasterly line of said Underwood Avenue with the northwesterly line of said Arelious Walker Drive;

thence along said northeasterly line South 53°18'04" East, 64.00 feet to the southeasterly line of said Arelious Walker Drive;

thence South 36°42'02" West, 562.57 feet along the southeasterly line of said Arelious Walker Drive to the mean high tide line of Yosemite Slough;

thence, along said mean high tide line of Yosemite Slough, with all its sinuosities, in the following two (2) general directions and distances:

- (1) northwesterly 1,600 feet, more or less, and
- (2) southwesterly 200 feet, more or less, to the intersection of the mean high tide line of San Francisco Bay with

the Agreed 1869 Ordinary High Water Mark described in Exhibit 25 to that certain Hunters Point Shipyard/Candlestick Point Title Settlement, Public Trust Exchange and Boundary Line Agreement recorded in Book K425, Page 180, Document No. J206009, as corrected, in the office of said Recorder;

thence in a generally northwesterly direction along said Agreed 1869 Ordinary High Water Mark 13 feet, more or less, to the northeasterly line of said Yosemite Avenue;

thence along said northeasterly line North 53°17'46" West 94.27 feet to a point 205.02 feet southeasterly of, measured along last said northeasterly line from said Ingalls Street;

thence North 36°41'41" East 200.08 feet to the southwesterly line of said Wallace Avenue to a point 205.02 feet southeasterly of, measured along last said southwesterly line, said Ingalls Street;

thence along said southwesterly line South 53°17'46" East 52.82 feet to said Agreed 1869 Ordinary High Water;

thence in a generally southeasterly direction along said Agreed 1869 Ordinary High Water Mark 277 feet, more or less, to the northeasterly line of said Wallace Avenue;

thence along said northeasterly line South 53°17'46" East 181.42 to the southeasterly line of said Hawes Street;

thence along said southeasterly line North 36°41'39" East 27.63 feet;

thence South 53°19'18" East 587.79 feet;

thence South 03°34'00" West 22.28 feet;

thence along the following four (4) courses:

- (1) South 52°20'04" East 172.46 feet,
- (2) South 52°08'03" East 134.28 feet,
- (3) South 56°23'09" East 220.08 feet, and
- (4) South 83°01'52" East 158.51 feet to the northwesterly line of said Arelious Walker Drive;

thence along said northwesterly line North 36°42'02" East 466.38 feet to the northeasterly line of Underwood Avenue and the POINT OF BEGINNING as located by Record of Survey 7753 filed in Book EE of Survey Maps at Pages 232 to 248 in the office of the Recorder of the City and County of San Francisco.

BASIS OF BEARING of this description is North 37° 08' 31" East between found monuments designated and shown on that certain Record of Survey 7753 filed in Book _____ of Maps at Pages _____ in the Office of the City and County of San Francisco Recorder as points "CANDLESTICK" (HPGN D CA 04 GF, PID-AB7679, EPOCH 1991.35) and "US Navy Monument", a brass disk located at Innes Avenue and Earl Street with coordinates Northing 2,093,622.933 feet and Easting 6,020,345.522 feet.

DISTANCES in this description are U.S. Survey feet and decimals thereof and are "Ground" measurements per Survey Control Note No. 4 as shown on Sheet 3 and Survey General note 1 of said Record of Survey.

Unless otherwise noted herein all street citations are based upon that certain map entitled "Map of Lands Transferred in Trust to the City and County of San Francisco" as approved by the State Land Commission on October 29, 1975 and March 25, 1976 on file in Liber C169 pages 573 to 664, Document Number Y 88209 dated September 1974 and said map filed in Map Book W Pages 66 to 72 inclusive in the office of the Recorder of said City and County of San Francisco.

END OF DESCRIPTION

This description was prepared by GHD Inc.



7.18.19

SECTION 4

GENERAL PROVISIONS

1. GENERAL

These provisions are applicable to all leases, permits, rights-of-way, easements, or licenses or other interests in real property conveyed by the State Lands Commission.

2. CONSIDERATION

(a) Categories

(1) Rental

Lessee shall pay the annual rental as stated in this Lease to Lessor without deduction, delay, or offset, on or before the beginning date of this Lease and on or before each anniversary of its beginning date during each year of the Lease term.

(2) Non-Monetary Consideration

If the consideration to Lessor for this Lease is the public use, benefit, health, or safety, Lessor shall have the right to review such consideration at any time and set a monetary rental if the State Lands Commission, at its sole discretion, determines that such action is in the best interest of the State.

(b) Modification

Lessor may modify the method, amount, or rate of consideration effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days notice prior to the effective date.

(c) Penalty and Interest

Any installments of rental accruing under this Lease not paid when due shall be subject to a penalty and shall bear interest as specified in Public Resources Code Section 6224 and the Lessor's then existing administrative regulations governing penalty and interest.

3. BOUNDARIES

This Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary claims which may be asserted presently or in the future.

4. LAND USE

(a) General

Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the improvements expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later. Lessee shall notify Lessor within ten (10) days after

commencing the construction of authorized improvements and within sixty (60) days after completing them. Lessee's discontinuance of such use for a period of ninety (90) days shall be conclusively presumed to be an abandonment.

(b) Continuous Use

Lessee's use of the Lease Premises shall be continuous from commencement of the Lease until its expiration.

(c) Repairs and Maintenance

Lessee shall, at its own expense, keep and maintain the Lease Premises and all improvements in good order and repair and in safe condition. Lessor shall have no obligation for such repair and maintenance.

(d) Additions, Alterations, and Removal

(1) Additions - No improvements other than those expressly authorized in this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor.

(2) Alteration or Removal - Except as provided under this Lease, no alteration or removal of improvements on or natural features of the Lease Premises shall be undertaken without the prior written consent of Lessor.

(e) Conservation

Lessee shall practice conservation of water, energy, and other natural resources and shall prevent pollution and harm to the environment. Lessee shall not violate any law or regulation whose purpose is to conserve resources or to protect the environment. Violation of this section shall constitute grounds for termination of the Lease. Lessor, by its executive officer, shall notify Lessee, when in his or her opinion, Lessee has violated the provisions of this section and Lessee shall respond and discontinue the conduct or remedy the condition within 30 days.

(f) Toxics

Lessee shall not manufacture or generate hazardous wastes on the Lease Premises unless specifically authorized under other terms of this Lease. Lessee shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during the Lease term and shall comply with and be bound by all applicable provisions of such federal, state or local law, regulation or ordinance dealing with such wastes, substances or materials. Lessee shall notify Lessor and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances, or materials.

(g) Enjoyment

Subject to the provisions of paragraph 5 (a) (2) below, nothing in this Lease shall preclude Lessee from excluding

persons from the Lease Premises when their presence or activity constitutes a material interference with Lessee's use and enjoyment of the Lease Premises as provided under this Lease.

(h) **Discrimination**

Lessee in its use of the Lease Premises shall not discriminate against any person or class of persons on the basis of race, color, creed, religion, national origin, sex, age, or handicap.

(i) **Residential Use**

No portion of the Lease Premises shall be used as a location for a residence or for the purpose of mooring a structure which is used as a residence. For purposes of this Lease, a residence or floating residence includes but is not limited to boats, barges, houseboats, trailers, cabins, or combinations of such facilities or other such structures which provide overnight accommodations to the Lessee or others.

5. **RESERVATIONS, ENCUMBRANCES, AND RIGHTS-OF-WAY**

(a) **Reservations**

- (1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber and minerals as defined under Public Resources Code Sections 6401 and 6407, as well as the right to grant leases in and over the Lease Premises for the extraction of such natural resources; however, such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (2) Lessor expressly reserves a right to go on the Lease Premises and all improvements for any purpose associated with this Lease or for carrying out any function required by law, or the rules, regulations or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.
- (3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

(b) **Encumbrances**

This Lease may be subject to pre-existing contracts, leases, licenses, easements, encumbrances, and claims and is made without warranty by Lessor of title, condition, or fitness of the land for the stated or intended purpose.

6. **RULES, REGULATIONS, AND TAXES**

(a) Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any other governmental agency or entity having lawful authority and jurisdiction.

(b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtains and maintains all permits or other entitlements.

(c) Lessee accepts responsibility for and agrees to pay any and all possessory interest taxes, assessments, user fees or service charges imposed on or associated with the leasehold interest, improvements or the Lease Premises, and such payment shall not reduce rental due Lessor under this Lease and Lessor shall have no liability for such payment.

7. **INDEMNITY**

(a) Lessor shall not be liable and Lessee shall indemnify, hold harmless and, at the option of Lessor, defend Lessor, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, arising out of or connected in any way with the issuance, enjoyment or breach of this Lease or Lessee's use of the Lease Premises except for any such liability, claims, damage or injury solely caused by the negligence of Lessor, its officers, agents and employees.

(b) Lessee shall notify Lessor immediately in case of any accident, injury, or casualty on the Lease Premises.

8. **INSURANCE**

(a) Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified, insuring Lessee and Lessor against any and all claims or liability arising out of the ownership, use, occupancy, condition or maintenance of the Lease Premises and all improvements.

(b) The insurance policy or policies shall name the State of California, its officers, employees and volunteers as insureds as to the Lease Premises and shall identify the Lease by its assigned number. Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current. The policy (or endorsement) must provide that the insurer will not cancel the insured's coverage without thirty

(30) days prior written notice to Lessor. Lessor will not be responsible for any premiums or other assessments on the policy. The coverage provided by the insured (Lessee) shall be primary and non-contributing.

(c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

9. SURETY BOND

(a) Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants, and conditions of this Lease.

(b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized improvements, alterations or purposes and any modification of consideration.

(c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

10. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:

(1) If Lessee is a corporation, any dissolution, merger, consolidation or other reorganization of Lessee or sale or other transfer of a percentage of capital stock of Lessee which results in a change of controlling persons, or the sale or other transfer of substantially all the assets of Lessee;

(2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership.

(c) If this Lease is for sovereign lands, it shall be appurtenant to adjoining littoral or riparian land and Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands separately from the leasehold rights granted herein without the prior written consent of Lessor.

(d) If Lessee desires to assign, sublet, encumber or otherwise transfer all or any portion of the Lease Premises, Lessee shall do all of the following:

(1) Give prior written notice to Lessor;

(2) Provide the name and complete business organization and operational structure of the proposed assignee, sublessee, secured third party, or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee. If the proposed assignee, sublessee, or secured third party is a general or limited partnership, or a joint venture, provide a copy of the partnership agreement or joint venture agreement, as applicable;

(3) Provide the terms and conditions of the proposed assignment, sublease, or encumbrance or other transfer;

(4) Provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the Lease Premises; and

(5) Provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.

Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party's financial strength and reliability, their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.

(e) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party.

(f) Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be subject to terms and conditions found in a separately drafted standard form (Agreement and Consent to Encumbrancing of Lease) available from Lessor upon request.

(g) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of

or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal, state or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises.

(h) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7,9,11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary defaults under this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.

11. DEFAULT AND REMEDIES

(a) Default

The occurrence of any one or more of the following events shall immediately and without further notice constitute a default or breach of the Lease by Lessee:

- (1) Lessee's failure to make any payment of rental, royalty, or other consideration as required under this Lease;
- (2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease;
- (3) Lessee's vacation or abandonment of the Lease Premises (including the covenant for continuous use as provided for in paragraph 4) during the Lease term;
- (4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements;
- (5) Lessee's failure to comply with all applicable provisions of federal, state or local law, regulation or ordinance dealing with hazardous waste, substances or materials as defined under such law;
- (6) Lessee's Failure to commence to construct and to complete construction of the improvements authorized by this Lease within the time limits specified in this Lease; and/or

(7) Lessee's failure to comply with applicable provisions of federal, state or local laws or ordinances relating to issues of Health and Safety, or whose purpose is to conserve resources or to protect the environment.

(b) Lessee's failure to observe or perform any other term, covenant or condition of this Lease to be observed or performed by the Lessee when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice; however, if the nature of Lessee's default or breach under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default or breach if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

(c) Remedies

In the event of a default or breach by Lessee and Lessee's failure to cure such default or breach, Lessor may at any time and with or without notice do any one or more of the following:

- (1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises;
- (2) Terminate this Lease and Lessee's right of possession of the Lease Premises. Such termination shall be effective upon Lessor's giving written notice and upon receipt of such notice, Lessee shall immediately surrender possession of the Lease Premises to Lessor;
- (3) Maintain this Lease in full force and effect and recover any rental, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises; and/or
- (4) Exercise any other right or remedy which Lessor may have at law or equity.

12. RESTORATION OF LEASE PREMISES

(a) Upon expiration or sooner termination of this Lease, Lessor upon written notice may take title to any or all improvements, including fills, or Lessor may require Lessee to remove all or any such improvements at its sole expense and risk; or Lessor may itself remove or have removed all or any portion of such improvements at Lessee's sole expense. Lessee shall deliver to Lessor such documentation as may be necessary to convey title to such improvements to Lessor free and clear of any liens, mortgages, loans or any other encumbrances.

(b) In removing any such improvements Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to their installation or construction.

STATE OF CALIFORNIA- STATE LANDS COMMISSION

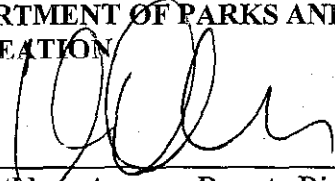
LEASE NO. PRC 6414.9

This Lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and a duly executed copy has been delivered to Lessee. The submission of this Lease by Lessor, its agent or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

LESSEES:

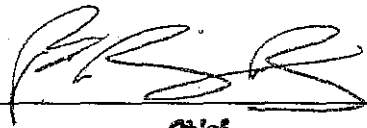
STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND
RECREATION

By: 
Kathleen Amann, Deputy Director
Acquisition and Development

Date: 7/3/14

LESSOR:

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By: 
Chief
Land Management Division

Title: _____

Date: JUL 17 2014

ACKNOWLEDGEMENT

This Lease was authorized by the
California State Lands Commission on

04/06/2011
(Month Day Year).

ACKNOWLEDGMENT

State of California
County of Sacramento)

On July 17, 2014 before me, Cindy A. Cano, Notary Public
(insert name and title of the officer)

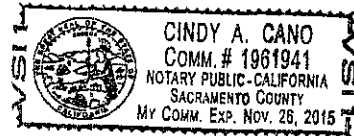
personally appeared Robert Brian Bugsch
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 Cindy A. Cano

(Seal)



State of California)
County of SACRAMENTO)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

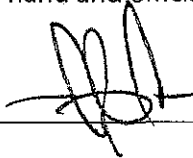
On JULY 3, 2014 before me, ADRIEN CONTRERAS, NOTARY PUBLIC
(here insert name and title of the officer)

personally appeared KATHLEEN AMANN

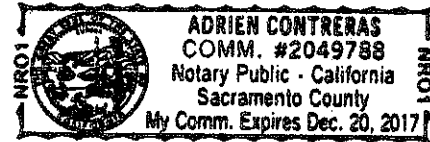
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of LEASE

containing 17 pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Method of Signer Identification	
Proved to me on the basis of satisfactory evidence: <input checked="" type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	