

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

RECORDING REQUESTED BY:

City and County of San Francisco

WHEN RECORDED RETURN TO:

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

Documentary Transfer Tax: \$

APN: PORTION OF BLOCK 8722, LOT 1

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

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

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

RECITALS

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

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

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

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

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

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

PART I.

TERMINATION OF WATER MAIN EASEMENT

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

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

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

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

PART II.

EASEMENT QUITCLAIM

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

Executed as of _____, 20__.

CITY AND COUNTY OF SAN FRANCISCO
a municipal corporation

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

RECOMMENDED:

LEGAL DESCRIPTION APPROVED:

By: _____
MOHAMMED NURU
Director of Public Works

By: _____
BRUCE R. STORRS
City and County Surveyor

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

[Signatures Continue on Next Page]

AGREED AND ACCEPTED
as of _____, 20__.

:

GSW ARENA LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

[Attached]

WATER MAIN EASEMENT (94-F694796)

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

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

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

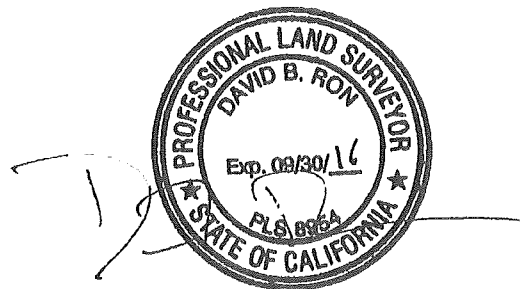


EXHIBIT A-1

DEPICTION

[Attached]



FUTURE SOUTH STREET

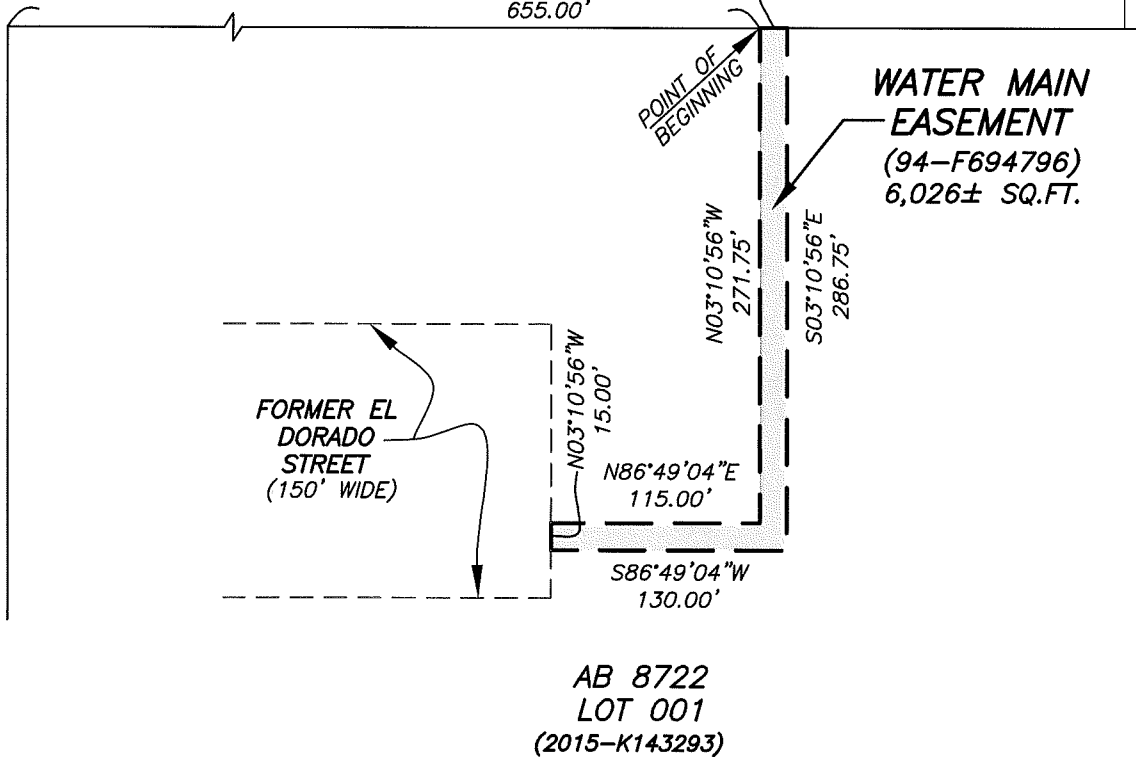
(68.75' WIDE)

(44 P.M. 151)

N86°49'04"E

655.00'

3RD STREET (100' WIDE)



AB 8721
LOT 007
(BOOK Z 97-119)

AB 8722
LOT 006
(BOOK Z 97-119)

AB 8722
LOT 001
(2015-K143293)

LEGEND

AB 8722 LOT 001 ASSESSOR'S LOT & BLOCK

BASIS OF BEARINGS

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

MAP REFERENCES

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

SUBJECT: PLAT TO ACCOMPANY LEGAL DESCRIPTION

BY	DR	CHKD.	BR	DATE	9-29-15	NOT TO SCALE	SHEET	1 OF 1	JOB NO.	S-8647
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MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

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

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

RECORDING REQUESTED BY:

City and County of San Francisco

WHEN RECORDED RETURN TO:

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

Documentary Transfer Tax: \$
APN: PORTION OF BLOCK 8722, LOT 1

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

**TERMINATION OF EASEMENT
AND
EASEMENT QUITCLAIM DEED**
Portion of Assessor's Block 8722, Lot 001
(Reserved Sewer and Water Line Easement (1970-S54935))

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

RECITALS

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

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

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

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

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

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

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

PART I.

TERMINATION OF RESERVED SEWER AND WATER LINE EASEMENT

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

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

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

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

PART II.

EASEMENT QUITCLAIM

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

Executed as of _____, 20__.

CITY AND COUNTY OF SAN FRANCISCO
a municipal corporation

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

RECOMMENDED:

LEGAL DESCRIPTION APPROVED:

By: _____
MOHAMMED NURU
Director of Public Works

By: _____
BRUCE R. STORRS
City and County Surveyor

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

[Signatures Continue on Next Page]

AGREED AND ACCEPTED
as of _____, 20__.

:

GSW ARENA LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

[Attached]

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

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

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

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

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

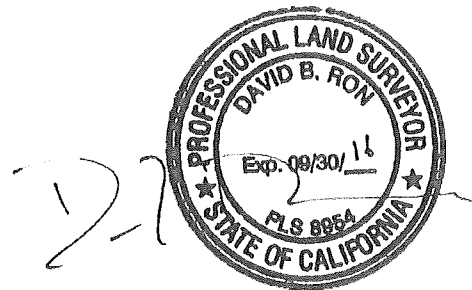


EXHIBIT A-1

DEPICTION

[Attached]

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

RECORDING REQUESTED BY:

City and County of San Francisco

WHEN RECORDED RETURN TO:

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

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

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

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

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

RECITALS

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

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

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

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

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

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

PART I.

TERMINATION OF WATERLINE EASEMENT

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

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

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

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

PART II.

EASEMENT QUITCLAIM

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

Executed as of _____, 20__.

CITY AND COUNTY OF SAN FRANCISCO
a municipal corporation

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

RECOMMENDED:

LEGAL DESCRIPTION APPROVED:

By: _____
MOHAMMED NURU
Director of Public Works

By: _____
BRUCE R. STORRS
City and County Surveyor

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

[Signatures Continue on Next Page]

AGREED AND ACCEPTED
as of _____, 20__.

:

GSW ARENA LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

[Attached]

CITY WATER LINE EASEMENT (99-G622172)

PARCEL 1

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA BEING A PORTION OF AN EASEMENT DESCRIBED IN "EXHIBIT A (SV-1) (ILLINOIS STREET) PARCEL 1" IN THAT CERTAIN DOCUMENT ENTITLED "EASEMENT AGREEMENT (CITY WATER LINE EASEMENT)" RECORDED JULY 19, 1999, DOCUMENT NO. 99-G622172, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) WITH THE WESTERLY LINE OF FORMER ILLINOIS STREET (80 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF FORMER ILLINOIS STREET NORTH $03^{\circ}10'56''$ WEST 618.75 FEET TO THE NORTHERLY LINE OF ASSESSOR'S BLOCK NO. 8722, LOT 1 AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF MISSION BAY", RECORDED ON JULY 19, 1999 IN BOOK Z OF MAPS AT PAGES 97 THROUGH 119, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA; THENCE ALONG SAID NORTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 80.00 FEET TO THE EASTERLY LINE OF FORMER ILLINOIS STREET; THENCE ALONG SAID LINE OF FORMER ILLINOIS STREET SOUTH $03^{\circ}10'56''$ EAST 618.75 FEET TO THE NORTHERLY LINE OF SIXTEENTH STREET; THENCE ALONG SAID LINE OF SIXTEENTH STREET SOUTH $86^{\circ}49'04''$ WEST 80.00 FEET TO THE POINT OF BEGINNING.

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

PARCEL 2

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA BEING THE EASEMENT DESCRIBED IN "EXHIBIT A (SV-2) (EL DORADO STREET) PARCEL 2" IN THAT CERTAIN DOCUMENT ENTITLED "EASEMENT AGREEMENT (CITY WATER LINE EASEMENT)" RECORDED JULY 19, 1999, DOCUMENT NO. 99-G622172, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF FORMER EL DORADO STREET (150.00 FEET WIDE) AND THE EASTERLY LINE OF FORMER ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG

CITY WATER LINE EASEMENT (99-G622172)

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

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

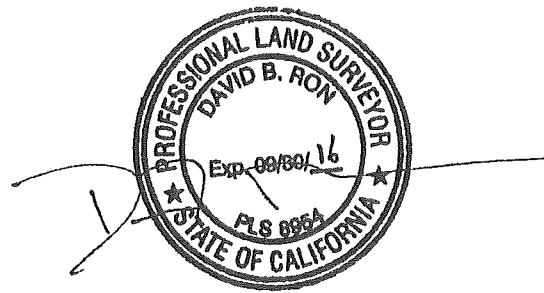


EXHIBIT A-1

DEPICTION

[Attached]

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

RECORDING REQUESTED BY:

City and County of San Francisco

WHEN RECORDED RETURN TO:

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

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

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

**TERMINATION OF EASEMENT
AND
EASEMENT QUITCLAIM DEED**

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

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

RECITALS

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

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

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

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

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

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

PART I.

TERMINATION OF STORM/SEWER EASEMENT

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

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

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

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

PART II.

EASEMENT QUITCLAIM

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

Executed as of _____, 20__.

CITY AND COUNTY OF SAN FRANCISCO
a municipal corporation

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

RECOMMENDED:

LEGAL DESCRIPTION APPROVED:

By: _____
MOHAMMED NURU
Director of Public Works

By: _____
BRUCE R. STORRS
City and County Surveyor

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

[Signatures Continue on Next Page]

AGREED AND ACCEPTED
as of _____, 20__.

:

GSW ARENA LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

[Attached]

CITY STORM/SEWER EASEMENT (99-G622173)

PARCEL 1

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA BEING A PORTION OF AN EASEMENT DESCRIBED IN "EXHIBIT A (SV-1) (ILLINOIS STREET) PARCEL 1" IN THAT CERTAIN DOCUMENT ENTITLED "EASEMENT AGREEMENT (CITY STORM/SEWER EASEMENT)" RECORDED JULY 19, 1999, DOCUMENT NO. 99-G622173, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

PARCEL 2

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CITY STORM/SEWER EASEMENT (99-G622173)

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



EXHIBIT A-1

DEPICTION

[Attached]



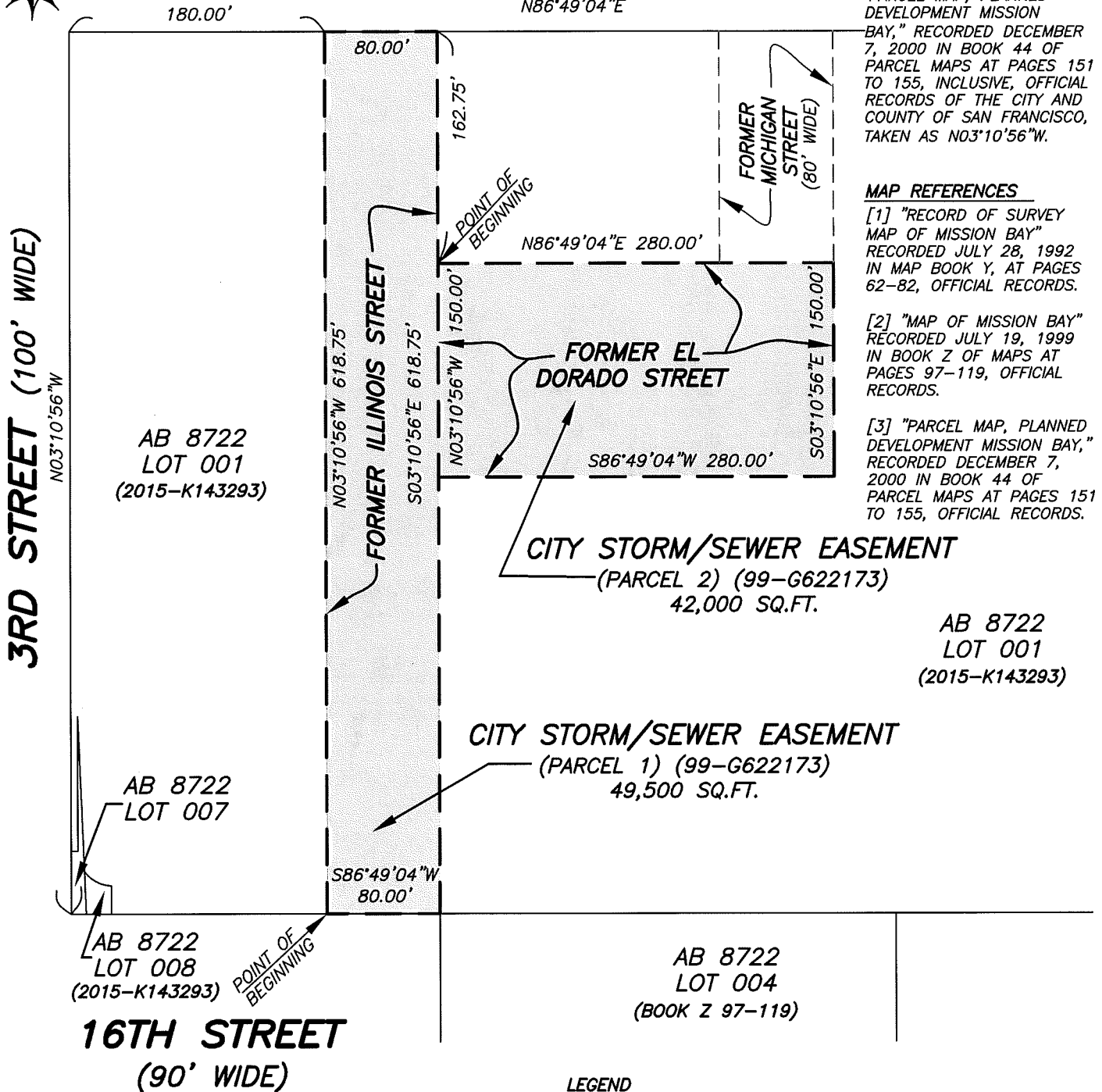
FUTURE SOUTH STREET
(68.75' WIDE)
(44 P.M. 151)
N86°49'04"E

BASIS OF BEARINGS

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

MAP REFERENCES

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



CITY STORM/SEWER EASEMENT
(PARCEL 2) (99-G622173)
42,000 SQ.FT.

CITY STORM/SEWER EASEMENT
(PARCEL 1) (99-G622173)
49,500 SQ.FT.

AB 8722
LOT 001
(2015-K143293)

LEGEND
AB 8722 LOT 001 ASSESSOR'S LOT & BLOCK

SUBJECT: PLAT TO ACCOMPANY LEGAL DESCRIPTION

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

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

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