

EXHIBIT S

AMENDED PORT LAND TRANSFER AGREEMENT
LEGAL DESCRIPTION OF PORT LEASEHOLD PARCELS

EXHIBIT S
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT LEASEHOLD PARCEL 1
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE "MISSION BAY PROJECT BOUNDARY"; THENCE ALONG SAID "MISSION BAY PROJECT BOUNDARY" THE FOLLOWING COURSES: NORTH 86°49'04" EAST 384.93 FEET, NORTH 17°34'00" WEST 2.58 FEET AND NORTH 86°49'04" EAST 183.15 FEET; THENCE LEAVING SAID "MISSION BAY PROJECT BOUNDARY" SOUTH 17°50'32" EAST 28.81 FEET; THENCE SOUTH 86°49'04" WEST 574.73 FEET TO SAID NORTHERLY PROLONGATION OF SAID EASTERLY LINE OF THIRD STREET; THENCE ALONG SAID NORTHERLY PROLONGATION NORTH 3°10'56" WEST 25.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,958 SQUARE FEET, MORE OR LESS.

EXHIBIT S
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT LEASEHOLD PARCEL 2
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE); THENCE NORTH $34^{\circ}55'03''$ EAST 535.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $03^{\circ}10'56''$ EAST 275.00 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 74.10 FEET; THENCE NORTH $17^{\circ}50'32''$ WEST 284.25 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 2.16 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 10,485 SQUARE FEET, MORE OR LESS.

EXHIBIT S
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT LEASEHOLD PARCEL 3
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE); THENCE NORTH $75^{\circ}05'08''$ EAST 407.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $03^{\circ}10'56''$ EAST 275.00 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 81.18 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF $104^{\circ}39'36''$, AN ARC OF DISTANCE 18.27 FEET TO A POINT OF TANGENCY; THENCE NORTH $17^{\circ}50'32''$ WEST 271.30 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 22.20 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 15,957 SQUARE FEET, MORE OR LESS.

EXHIBIT S
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT LEASEHOLD PARCEL 4
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE NORTHERLY LINE OF MERRIMAC STREET (66.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF ILLINOIS STREET SOUTH 03°10'56" EAST 7.00 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 86°49'04" EAST 254.88 FEET; THENCE NORTH 03°10'56" WEST 7.00 FEET TO THE NORTHERLY LINE OF FORMER MERRIMAC STREET (66.00 FEET WIDE); THENCE ALONG LAST SAID NORTHERLY LINE SOUTH 86°49'04" WEST 174.87 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE NORTH 03°10'56" WEST 124.25 FEET; THENCE LEAVING SAID EASTERLY LINE SOUTH 86°49'04" WEST 80.00 TO THE WESTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 03°10'56" EAST 124.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,724 SQUARE FEET MORE OR LESS.

EXHIBIT S
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT LEASEHOLD PARCEL 5
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FORMER MICHIGAN STREET (80.00 FEET WIDE) WITH THE NORTHERLY LINE OF FORMER MERRIMAC STREET (66.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF FORMER MERRIMAC STREET SOUTH 86°49'04" WEST 1.12 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY LINE SOUTH 03°10'56" EAST 7.00 FEET; THENCE NORTH 86°49'04" EAST 249.83 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 65.62 FEET, THROUGH A CENTRAL ANGLE OF 180°00'00", AN ARC DISTANCE OF 206.15 FEET TO A POINT OF TANGENCY; THENCE SOUTH 86°49'04" WEST 249.83; THENCE SOUTH 03°10'56" EAST 124.25 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 39,555 SQUARE FEET MORE OR LESS.

EXHIBIT S
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT LEASEHOLD PARCEL 6
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FORMER GEORGIA STREET (80.00 FEET WIDE) WITH THE NORTHERLY LINE OF FORMER EL DORADO STREET (150.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF FORMER EL DORADO STREET NORTH $86^{\circ}49'04''$ EAST 130.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 19.06 FEET; THENCE NORTH $02^{\circ}09'57''$ WEST 3.89 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 198.75 FEET; THENCE NORTH $02^{\circ}19'47''$ WEST 231.70 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 186.11 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 415.94 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 22.01 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY; THENCE SOUTH $03^{\circ}10'56''$ EAST 465.84 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 45.55 FEET TO SAID EASTERLY LINE OF FORMER GEORGIA STREET; THENCE ALONG SAID EASTERLY LINE NORTH $03^{\circ}10'56''$ WEST 25.59 FEET TO THE SOUTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG SAID SOUTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 130.00 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH $03^{\circ}10'56''$ EAST 400.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 20,913 SQUARE FEET, MORE OR LESS.

EXHIBIT S
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT LEASEHOLD PARCEL 7
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) WITH THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF SIXTEENTH STREET NORTH $86^{\circ}49'04''$ EAST 335.00 FEET TO THE TRUE POINT OF BEGINNING; SAID POINT BEING THE NORTHEASTERLY CORNER OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN DEED TO ESPRIT DE CORP, A CALIFORNIA CORPORATION, RECORDED ON JULY 12, 1988, ON REEL E634 AT IMAGE 1334, DOCUMENT NO. E203992, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL ONE SOUTH $14^{\circ}29'32''$ EAST 107.07 FEET; THENCE SOUTH $03^{\circ}10'56''$ EAST 232.00 FEET; THENCE SOUTH $26^{\circ}50'57''$ WEST 72.77 FEET TO THE MOST EASTERLY CORNER OF PARCEL TWO AS DESCRIBED IN SAID DEED; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL TWO SOUTH $26^{\circ}50'57''$ WEST 92.41 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 11.59 FEET; THENCE NORTH $35^{\circ}06'05''$ EAST 34.79 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 344.00 FEET, THROUGH A CENTRAL ANGLE OF $12^{\circ}49'53''$, AN ARC DISTANCE OF 77.04 FEET TO A POINT OF TANGENCY; THENCE NORTH $22^{\circ}16'12''$ EAST 413.20 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF $115^{\circ}27'08''$, AN ARC DISTANCE OF 20.15 FEET TO A POINT OF TANGENCY, SAID POINT BEING ON THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE SOUTH $86^{\circ}49'04''$ WEST 180.61 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 35,765 SQUARE FEET, MORE OR LESS.

EXHIBIT S
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT LEASEHOLD PARCEL 8
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF MARIPOSA STREET (66.00 FEET WIDE) WITH THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE NORTHERLY ALONG SAID EASTERLY LINE OF ILLINOIS STREET NORTH 03°10'56" WEST 25.10 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 35°06'05" EAST 459.88 FEET; THENCE ALONG THE SOUTHERLY LINE OF PARCEL TWO AS DESCRIBED IN THAT CERTAIN DEED TO ESPRIT DE CORP, A CALIFORNIA CORPORATION, RECORDED ON JULY 12, 1988, ON REEL E634 AT IMAGE 1334, DOCUMENT NO. E203992, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO SOUTH 86°49'04" WEST 284.92 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG EASTERLY LINE OF SAID ILLINOIS STREET SOUTH 03°10'56" EAST 360.98 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 51,425 SQUARE FEET, MORE OR LESS.

EXHIBIT S
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT LEASEHOLD PARCEL 9
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FORMER GEORGIA STREET (80.00 FEET WIDE) WITH THE NORTHERLY LINE OF FORMER EL DORADO STREET (150.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF FORMER EL DORADO STREET NORTH $86^{\circ}49'04$ EAST 44.46 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY LINE SOUTH $03^{\circ}10'56$ " EAST 323.91 FEET; THENCE SOUTH $86^{\circ}49'04$ WEST 90.01 FEET; THENCE SOUTH $03^{\circ}10'56$ " EAST 132.09 FEET TO THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE NORTH $86^{\circ}49'04$ EAST 77.55 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH $22^{\circ}16'12$ " EAST 163.74 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 260.00 FEET, THROUGH A CENTRAL ANGLE OF $12^{\circ}28'00$ ", AN ARC DISTANCE OF 56.57 FEET TO A POINT OF TANGENCY; THENCE NORTH $09^{\circ}48'12$ " EAST 86.42 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 260.00 FEET, THROUGH A CENTRAL ANGLE OF $11^{\circ}58'09$ ", AN ARC DISTANCE OF 54.31 FEET TO A POINT OF TANGENCY; THENCE NORTH $02^{\circ}09'57$ " WEST 116.84 FEET TO SAID NORTHERLY LINE OF EL DORADO STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH $86^{\circ}49'04$ " WEST 104.59 FEET TO THE TRUE POINT OF BEGINNING.

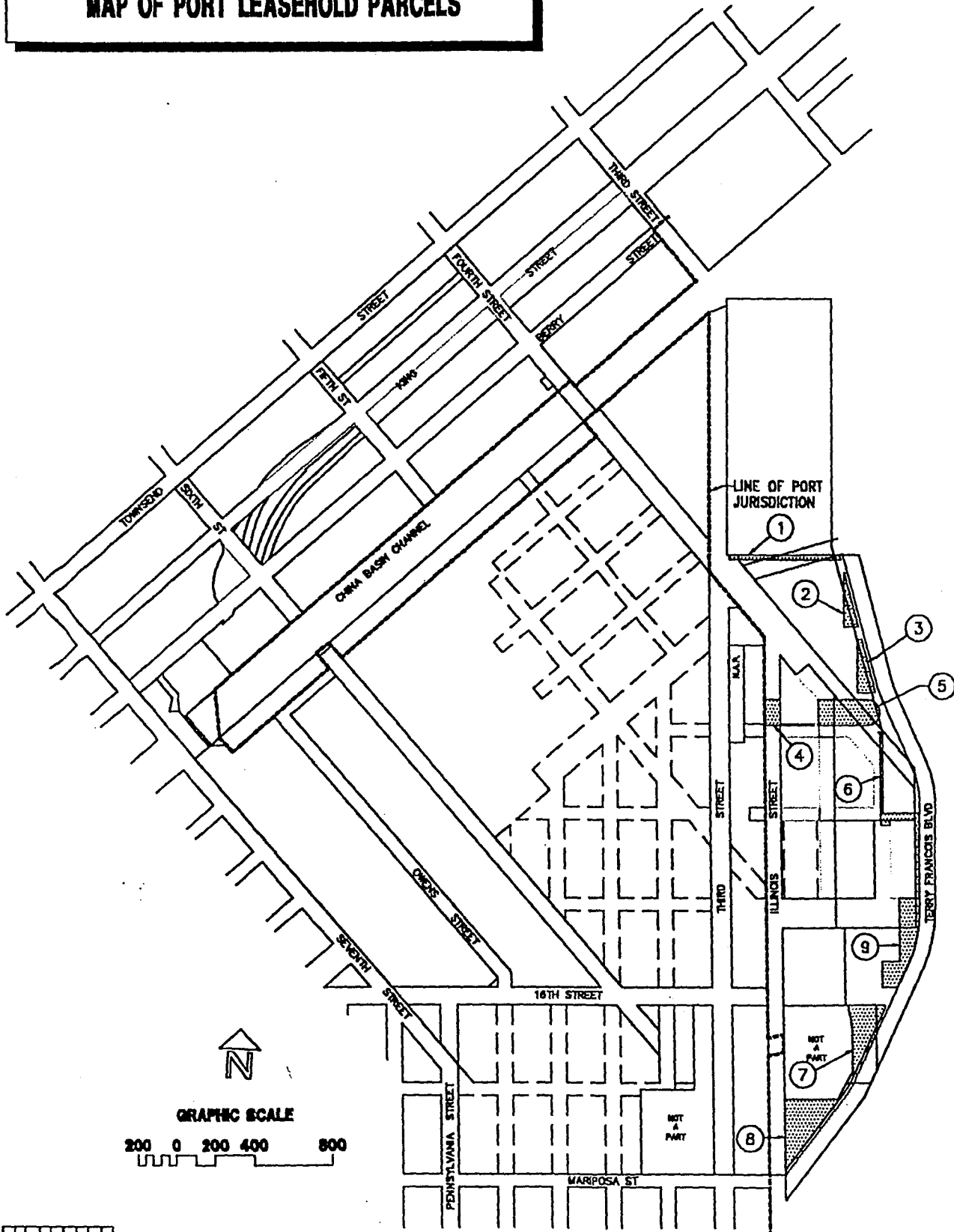
CONTAINING 43,637 SQUARE FEET, MORE OR LESS.

EXHIBIT S-1

AMENDED PORT LAND TRANSFER AGREEMENT

MAP OF PORT LEASEHOLD PARCELS

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF PORT LEASEHOLD PARCELS**



97.0498 / L PLTA-S1

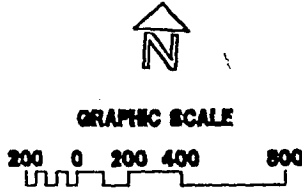


EXHIBIT S-1
SHEET 1 OF 2

8/07/98

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF PORT LEASEHOLD PARCELS**

LAND TRANSFER AREAS	
PARCEL NO.	AREA (acres)
1	0.34
2	0.24
3	0.37
4	0.27
5	0.91
6	0.48
7	0.82
8	1.18
9	1.00
TOTAL:	5.61

97.0498 / L PLIA-SI



EXHIBIT S-1
SHEET 2 OF 2

8/07/98

EXHIBIT T

AMENDED PORT LAND TRANSFER AGREEMENT

QUITCLAIM FROM CATELLUS TO CITY OF WESTERN PACIFIC TRANSFER
PARCEL

EXHIBIT T TO AMENDED PLTA

QUITCLAIM DEED

Covers: Western Pacific Transfer Parcel

Effect: Quitclaim of Catellus interests to City

Recording Requested by and
When Recorded Mail to:

CITY AND COUNTY OF SAN FRANCISCO
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property

(State of California Official Business
Document Entitled to Free Recordation
Pursuant to Government Code Section 6103)

QUITCLAIM DEED

(Western Pacific Transfer Parcel)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation, hereby RELEASES, REMISES, and QUITCLAIMS to THE CITY AND COUNTY OF SAN FRANCISCO, a charter city and county, any and all right, title and interest in and to the real property located in the City and County of San Francisco, State of California, described in Exhibit A attached hereto and made a part hereof.

Executed as of this ____ day of _____, 199__.

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: _____

Title: _____

ATTEST: _____

Assistant Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

NOTARY PUBLIC

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

NOTARY PUBLIC

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____ from Catellus Development Corporation to the City and County of San Francisco is hereby accepted by the undersigned officer or agent on behalf of the City and County of San Francisco pursuant to authority conferred by Ordinance No. _____ of the Board of Supervisors adopted on _____, 1998, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By: _____

STATE OF CALIFORNIA)
)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

NOTARY PUBLIC

EXHIBIT A

REAL PROPERTY DESCRIPTION

[TO BE ADDED AT CLOSING]

[Property Described in Exhibit L to
Amended Agreement Concerning the Public Trust]

EXHIBIT U

AMENDED PORT LAND TRANSFER AGREEMENT

QUITCLAIM TO STATE OF WESTERN PACIFIC SHORELINE

EXHIBIT U TO AMENDED PLTA

QUITCLAIM DEED

Covers: Western Pacific Shoreline Parcel

Effect: City and Catellus quitclaim Western Pacific
Shoreline Parcel to State in Fee

Recording Requested by and
When Recorded Mail to:

CITY AND COUNTY OF SAN FRANCISCO
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property

(State of California Official Business
Document Entitled to Free Recordation
Pursuant to Government Code Section 6103)

QUITCLAIM DEED

WHEREAS, Catellus Development Corporation, a Delaware corporation ("Catellus"), and the City and County of San Francisco, a charter city and county (the "City"), including its Port, have entered into the "Mission Bay City Land Transfer Agreement," dated as of September 8, 1993, as amended and restated by an Amended and Restated City Land Transfer Agreement dated as of November 16, 1998 ("Amended CLTA"), Catellus and the City acting by and through its Port Commission have entered into the "Mission Bay Port Land Transfer Agreement," dated as of September 8, 1993, as amended and restated by an Amended and Restated Port Land Transfer Agreement dated as of November 16, 1998 ("Amended PLTA"), and Catellus, the City, including its Port, and the State of California acting by and through the State Lands Commission have entered into the "Mission Bay Agreement Concerning the Public Trust," dated as of September 8, 1993, as amended and restated by an Amended and Restated Agreement Concerning the Public Trust dated as of November 16, 1998 ("Amended ACTPT") (the Amended CLTA, Amended PLTA and Amended ACTPT are hereinafter collectively referred to as the "Amended Land Transfer Agreements"), which provide, in part, for transfers of lands and interests therein between the parties and for the settlement of title disputes between the parties regarding title to certain lands; and

WHEREAS, consummation of the Amended Land Transfer Agreements is contingent upon certain approvals of and conveyances of lands and interests therein by the State of California, acting by and through the State Lands Commission, releasing such lands from the public trust for the purposes of commerce, navigation, and fisheries; and

WHEREAS, in exchange for such action by the State of California, Catellus and the City have agreed to convey to the State of California certain other lands as more particularly described hereinafter so that such land may become subject to the public trust; and

WHEREAS, Catellus and the City have executed and delivered this deed in accordance with and pursuant to the provisions of Section 3.1.1.6 of the Amended PLTA and Section 5.2.3 of the Amended ACTPT;

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, Catellus Development Corporation, a Delaware corporation ("Catellus"), and the City and County of San Francisco, a charter city and county ("City"), and each of them, hereby release, remise, and quitclaim to the State of California any and all right, title and interest in and to the real property located in the City and County of San Francisco, State of California, described in Exhibit A attached hereto and depicted in Exhibit A-1 attached hereto, each made a part hereof, to be held by the State of California as lands of the legal character of tide and submerged lands.

Executed as of this ____ day of _____, 199__.

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: _____

Title: _____

ATTEST: _____

Assistant Secretary

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

Mayor

Clerk of the Board of Supervisors

RECOMMENDED:

Director of Property

Executive Director,
Port of San Francisco

APPROVED AS TO FORM:

Louise H. Renne, City Attorney

By: _____
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: _____

STATE OF CALIFORNIA)
)
COUNTY OF) ss.

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

WITNESS my hand and official seal.

NOTARY PUBLIC

STATE OF CALIFORNIA)
)
COUNTY OF) ss.

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

WITNESS my hand and official seal.

NOTARY PUBLIC

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____ from the City and County of San Francisco and Catellus Development Corporation to the State of California is hereby accepted as sovereign trust lands by the undersigned officer or agent on behalf of the State of California pursuant to authority conferred by that act of the Legislature set forth as Chapter 1143, Statutes of 1991, as amended, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

STATE LANDS COMMISSION

By: _____
Executive Officer

STATE OF CALIFORNIA)
)
COUNTY OF) ss.

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

WITNESS my hand and official seal.

NOTARY PUBLIC

EXHIBIT A

REAL PROPERTY DESCRIPTION

[TO BE ADDED AT CLOSING]

**[Property Described in Exhibit K to
Amended Agreement Concerning the Public Trust]**

EXHIBIT A-1

MAP

[Exhibits K-1 to
Amended Agreement Concerning the Public Trust]

EXHIBIT V

AMENDED PORT LAND TRANSFER AGREEMENT
PATENT TO CITY OF WESTERN PACIFIC SHORELINE

EXHIBIT V TO AMENDED PLTA

PATENT

Covers: Western Pacific Shoreline

Effect: State Patent Western Pacific Shoreline to City as
Trustee, subject to Burton Act and requirements in
Chapter 1143

Recording Requested by and
When Recorded Mail to:

CITY AND COUNTY OF SAN FRANCISCO
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property

(State of California Official Business
Document Entitled to Free Recordation
Pursuant to Government Code Section 6103)

PATENT

WHEREAS, Catellus Development Corporation, a Delaware corporation ("Catellus"), and the City and County of San Francisco, a charter city and county (the "City"), including its Port, have entered into the "Mission Bay City Land Transfer Agreement," dated as of September 8, 1993, as amended and restated by an Amended and Restated City Land Transfer Agreement dated as of November 16, 1998 ("Amended CLTA"), Catellus and the City acting by and through its Port Commission have entered into the "Mission Bay Port Land Transfer Agreement," dated as of September 8, 1993, as amended and restated by an Amended and Restated Port Land Transfer Agreement dated as of November 16, 1998 ("Amended PLTA"), and Catellus, the City, including its Port, and the State of California acting by and through the State Lands Commission have entered into the "Mission Bay Agreement Concerning the Public Trust," dated as of September 8, 1993, as amended and restated by an Amended and Restated Agreement Concerning the Public Trust dated as of November 16, 1998 ("Amended ACTPT") (the Amended CLTA, Amended PLTA and Amended ACTPT are hereinafter collectively referred to as the "Amended Land Transfer Agreements"), which provide, in part, for transfers of lands and interests therein between the parties; and

WHEREAS, pursuant to the Amended Land Transfer Agreements the City and Catellus have conveyed certain lands and interests therein to the State of California, acting by and through the State Lands Commission (the "State"), so that the State may impose the public trust for the purposes of commerce, navigation, and fisheries and may subject such lands and interests therein to the statutory trust created by that certain Act of the Legislature set forth as Chapter 1333, Statutes of 1968, as amended, and commonly known as the "Burton Act;" and

WHEREAS, the Legislature of this State has authorized this Patent in that certain Act of the Legislature set forth in Chapter 1143, Statutes of 1991, as amended by an Act of the Legislature set forth in Chapter 86 of the Statutes of 1992 and by an Act of the Legislature set forth in Chapter 203 of the Statutes of 1997 (collectively, the "Act");

NOW, THEREFORE, for and in consideration of the foregoing premises and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the State of California, consistent with established acts and policies, hereby conveys, releases, remises, and quitclaims to the City and County of San Francisco, a charter city and county, in trust, for the specific and limited purposes of effectuating the public trust purposes provided for in the Act, and subject to the public trust for commerce, navigation, and fisheries, all of the right, title, and interest held by the State in and to that property described in Exhibit A attached hereto and depicted on Exhibit A-1 attached hereto, each incorporated herein by reference (the "Property"), and subject to and further burdened by the statutory trust imposed by the Burton Act and subject to those exceptions and reservations to the State that are contained in the Burton Act, as if the Property had been transferred to the City from the State pursuant to the provisions of the Burton Act and the Burton Act Agreement (as defined in §1.15 of the Amended PLTA).

The trust for purposes of commerce, navigation, and fisheries referred to herein is identical to the public trust that is impliedly reserved in grants of tide and submerged lands by the State of California, which is described in People v. California Fish Co. (1913) 166 Cal. 576.

The State reserves the right by Act of the Legislature to amend, modify, or revoke, in whole or in part, the transfer of lands in trust as provided for herein, provided that the State shall thereupon assume all lawful obligations related to such lands as may revert to the State by such action.

[Signatures on next page.]

IN TESTIMONY WHEREOF, I,

_____,
Governor of the State of California,
have caused these Letters to be made
Patent, and the Seal of the State of
California to be hereunto affixed.
Given under my hand at the City of
Sacramento, this, the ____ day of
_____ in the year
one thousand nine hundred and
ninety-_____.

Governor of State

Attest: _____
Secretary of State

Countersigned: _____
Executive Officer
State Lands Commission

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Patent dated _____ from the State of California to the City and County of San Francisco, a charter city and county, is hereby accepted by the undersigned officer or agent on behalf of the City and County of San Francisco pursuant to authority conferred by Ordinance No. _____ adopted on _____, 1998, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By: _____

EXHIBIT A

REAL PROPERTY DESCRIPTION

[TO BE ADDED AT CLOSING]

[Property Described in Exhibit K to
Amended Agreement Concerning the Public Trust]

EXHIBIT A-1

MAP

[Exhibit K-1 to
Amended Agreement Concerning the Public Trust]

EXHIBIT W

AMENDED PORT LAND TRANSFER AGREEMENT

EASEMENT FOR PUBLIC TRUST ENCUMBERING WESTERN PACIFIC EASEMENT
PARCELS

EXHIBIT W TO AMENDED PLTA

PUBLIC TRUST EASEMENT AND DEED

Covers: Western Pacific Easement Parcels

Effect: Catellus imposes public trust easements in favor of State

Recording Requested by and
When Recorded Mail to:

STATE OF CALIFORNIA
c/o Attorney General's Office
2101 Webster Street
Oakland, California 94612-3049
Attn: Dennis M. Eagan, Deputy Attorney General

(State of California Official Business
Document Entitled to Free Recordation
Pursuant to Government Code Section 6103)

**PUBLIC TRUST EASEMENT
AND DEED**

WHEREAS, Catellus Development Corporation, a Delaware corporation ("Catellus"), and the City and County of San Francisco, a charter city and county (the "City"), including its Port, have entered into the "Mission Bay City Land Transfer Agreement," dated as of September 8, 1993, as amended and restated by an Amended and Restated City Land Transfer Agreement dated as of November 16, 1998 ("Amended CLTA"), Catellus and the City acting by and through its Port Commission have entered into the "Mission Bay Port Land Transfer Agreement," dated as of September 8, 1993, as amended and restated by an Amended and Restated Port Land Transfer Agreement dated as of November 16, 1998 ("Amended PLTA"), and Catellus, the City, including its Port, and the State of California acting by and through the State Lands Commission have entered into the "Mission Bay Agreement Concerning the Public Trust," dated as of September 8, 1993, as amended and restated by an Amended and Restated Agreement Concerning the Public Trust dated as of November 16, 1998 ("Amended ACTPT") (the Amended CLTA, Amended PLTA and Amended ACTPT are hereinafter collectively referred to as the "Amended Land Transfer Agreements"), which provide, in part, for transfers of lands and interests therein between the parties; and

WHEREAS, consummation of the Amended Land Transfer Agreements is contingent upon certain approvals of and conveyances of lands and interests therein by the State of California, acting by and through the State Lands Commission, releasing such lands from the public trust for the purposes of commerce, navigation, and fisheries; and

WHEREAS, in exchange for such action by the State of California, Catellus has agreed to convey an easement for the public trust in, over, and upon certain other lands as more particularly described hereinafter; and

WHEREAS, Catellus has executed and delivered this deed in accordance with and pursuant to the provisions of Section 3.1.1.8 of the Amended PLTA and Section 5.2.5 of the Amended ACTPT in order to impose an easement for the public trust in, over, and upon certain lands;

NOW, THEREFORE, for and in consideration of the foregoing premises and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Catellus Development Corporation, a Delaware corporation, does hereby convey, release, remise and quitclaim to the State of California:

(i) An easement for the purposes of commerce, navigation, and fisheries in, over, and upon the property described in Exhibit A attached hereto and depicted on Exhibit A-1 attached hereto and incorporated herein by this reference;

(ii) The right affecting the property described in Exhibit A for the benefit of the people of the State of California to hunt and fish in and over the waters of San Francisco Harbor; and

(iii) The right of the California Department of Transportation to utilize the property described in Exhibit A for future right-of-way, or easement, or material for the construction, location, realignment, expansion and maintenance of bridges, highways, or other transportation facilities.

The easement for the purposes of commerce, navigation, and fisheries conveyed in paragraph (i) herein is identical to the easement for public trust purposes that is impliedly reserved in grants of tide and submerged lands by the State of California, which easement is described in People v. California Fish Co. (1913) 166 Cal. 576.

The rights conveyed in paragraphs (ii) and (iii) herein are identical to the rights reserved to the State of California by the Act of the Legislature set forth as Chapter 1333, Statutes of 1968, as amended (the "Burton Act").

This instrument is given without warranty of title of any kind, express or implied, and no covenant of warranty of title shall be implied from the use of any word, or words, herein contained.

This conveyance is executed and delivered pursuant to the conditions and provisions of the Amended PLTA and the Amended ACTPT.

IN WITNESS WHEREOF, the undersigned have executed this deed this _____ day of _____, 1998.

[Signatures on next page]

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: _____

Title: _____

By: _____

Title: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Public Trust Easement and Deed dated _____ from Catellus Development Corporation to the State of California is hereby accepted as sovereign trust lands by the undersigned officer or agent on behalf of the State of California pursuant to authority conferred by that act of the Legislature set forth as Chapter 1143, Statutes of 1991, as amended, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

STATE LANDS COMMISSION

By: _____
Executive Officer

STATE OF CALIFORNIA)
)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

NOTARY PUBLIC

EXHIBIT A

REAL PROPERTY DESCRIPTION

[TO BE ADDED AT CLOSING]

[Exhibit J to Amended AACTPT]

EXHIBIT A-1

MAP

[Exhibit J-1 to AACTPT]

EXHIBIT X

AMENDED PORT LAND TRANSFER AGREEMENT
PATENT TO CITY OF WESTERN PACIFIC EASEMENT PARCELS

EXHIBIT X TO AMENDED PLTA

PATENT OF EASEMENT

Covers: Western Pacific Easement Parcels

Effect: State patents public trust easement to City as trustee, subject to requirements in Chapter 1143

Recording Requested by and
When Recorded Mail to:

CITY AND COUNTY OF SAN FRANCISCO
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property

(State of California Official Business
Document Entitled to Free Recordation
Pursuant to Government Code Section 6103)

PATENT OF EASEMENT

WHEREAS, Catellus Development Corporation, a Delaware corporation ("Catellus"), and the City and County of San Francisco, a charter city and county (the "City"), including its Port, have entered into the "Mission Bay City Land Transfer Agreement," dated as of September 8, 1993, as amended and restated by an Amended and Restated City Land Transfer Agreement dated as of November 16, 1998 ("Amended CLTA"), Catellus and the City acting by and through its Port Commission have entered into the "Mission Bay Port Land Transfer Agreement," dated as of September 8, 1993, as amended and restated by an Amended and Restated Port Land Transfer Agreement dated as of November 16, 1998 ("Amended PLTA"), and Catellus, the City, including its Port, and the State of California acting by and through the State Lands Commission have entered into the "Mission Bay Agreement Concerning the Public Trust," dated as of September 8, 1993, as amended and restated by an Amended and Restated Agreement Concerning the Public Trust dated as of November 16, 1998 ("Amended ACTPT") (the Amended CLTA, Amended PLTA and Amended ACTPT are hereinafter collectively referred to as the "Amended Land Transfer Agreements"), which provide, in part, for transfers of lands and interests therein between the parties; and

WHEREAS, pursuant to the Amended Land Transfer Agreements, Catellus has conveyed a public trust easement for the purposes of commerce, navigation, and fisheries ("public trust easement") in, over, and upon certain lands as more particularly described hereinafter; and

WHEREAS, the State of California, acting by and through the State Lands Commission, consistent with established acts and policies, desires to transfer said public trust easement in trust to the City; and

WHEREAS, the Legislature of this State has authorized this Patent in that certain Act of the Legislature set forth in Chapter 1143, Statutes of 1991, as amended by an Act of the

Legislature set forth in Chapter 86 of the Statutes of 1992 and by an Act of the Legislature set forth in Chapter 203 of the Statutes of 1997 (collectively, the "Act");

NOW, THEREFORE, for and in consideration of the foregoing premises and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the State of California hereby conveys, releases, remises, and quitclaims to the City and County of San Francisco, a charter city and county, in trust, an easement in, over, and upon the property described in Exhibit A attached hereto and depicted on Exhibit A-1 attached hereto, each incorporated herein by reference (the "Real Property"), for the specific and limited purpose of effectuating the public trust purposes provided for in the Act, and subject to the public trust for commerce, navigation, and fisheries, and subject to, and further burdened by, the statutory trust imposed by the Act of the Legislature set forth as Chapter 1333, Statutes of 1968, as amended (the "Burton Act") and subject to those exceptions and reservations to the State as if the Real Property had been transferred to the City from the State pursuant to the provisions of the Burton Act and the Burton Act Agreement (as defined in §1.15 of the Amended PLTA).

The easement for the purposes of commerce, navigation, and fisheries described herein is identical to the easement for public trust purposes that is impliedly reserved in grants of tide and submerged lands by the State of California, which easement is described in People v. California Fish Co. (1913) 166 Cal. 576.

The State reserves the right by Act of the Legislature to amend, modify, or revoke, in whole or in part, the transfer of this Easement in trust as provided for herein, provided that the State shall thereupon assume all lawful obligations related to such Easement as may revert to the State by such action.

This instrument is given without warranty of title of any kind, express or implied, and no covenant or warranty of title shall be implied from the use of any word, or words, herein contained.

IN TESTIMONY WHEREOF, I,

_____,
Governor of the State of California, have caused these Letters to be made Patent, and the Seal of the State of California to be hereunto affixed. Given under my hand at the City of Sacramento, this, the ____ day of _____ in the year one thousand nine hundred and ninety-_____.

Governor of State

Attest: _____
Secretary of State

Countersigned: _____
Executive Officer
State Lands Commission

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Patent of Easement dated _____ from the State of California to the City and County of San Francisco, a charter city and county, is hereby accepted by the undersigned officer or agent on behalf of the City and County of San Francisco pursuant to authority conferred by Ordinance No. _____ of the Board of Supervisors adopted on _____, 1998, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By: _____

STATE OF CALIFORNIA)
)
COUNTY OF) ss.

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

WITNESS my hand and official seal.

NOTARY PUBLIC

EXHIBIT A

REAL PROPERTY DESCRIPTION

[TO BE ADDED AT CLOSING]

[Exhibit J to AACTPT]

EXHIBIT A-1

MAP

[Exhibit J-1 to AACTPT]

EXHIBIT Y

AMENDED PORT LAND TRANSFER AGREEMENT

FORM OF EASEMENT

RECORDING REQUESTED BY:

AND WHEN RECORDED RETURN TO:

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

EASEMENT AGREEMENT

By and Between

City and County of San Francisco
Catellus Development Corporation

EASEMENT AGREEMENT

*Insert either, as appropriate: (City Access/Utilities Easements)
or (Catellus Access Easements)*

This Easement Agreement ("Agreement") is made this _____ day of _____, 19____, by and between (*insert appropriate party: either Catellus Development Corporation, a Delaware corporation, or the City and County of San Francisco*) ("Grantor") and (*insert appropriate party: either the City and County of San Francisco or Catellus Development Corporation, a Delaware corporation*) ("Grantee"), with reference to the following facts:

A. Grantor is the owner of that certain real property situated in the City and County of San Francisco, State of California, described in Exhibit "A" attached hereto (the "Burdened Property"). [*For utility facilities, it is anticipated that the description of the Burdened Property will be limited to the actual location of those facilities.*]

B. Grantee is the owner of all that certain real property situated in the City and County of San Francisco, State of California, described in Exhibit "B" attached hereto (the "Benefitted Property").

C. The parties hereto have previously entered into the following agreements:

(i) that certain Amended and Restated Mission Bay City Land Transfer Agreement dated as of _____, 1998 (the "Amended CLTA") by and between the City and County of San Francisco and Catellus Development Corporation.

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

D. *[Insert only if City is Grantee]* At the time of the execution of the foregoing agreements the Burdened Property was owned by Grantee and consisted of paper and/or existing public streets.

E. *[Insert as appropriate: (i)* Immediately prior to the execution hereof Grantee vacated the Burdened Property as public streets and conveyed the Burdened Property to Grantor pursuant to provisions of the Land Transfer *Agreements; or (ii)* Grantor owns the Burdened Property in fee.

F. This Agreement and the easement herein granted are being executed and delivered in order to preserve *(insert appropriate clause: (i)* the continued use and maintenance of certain existing public utility lines and related structures operated by Grantee within the Burdened Property; *or (ii)* existing means of access on and over the Burdened Property) in accordance with the provisions of this Agreement, as contemplated under the Land Transfer Agreements.

NOW, THEREFORE, for valuable consideration, the receipt of which each of the parties hereto does hereby acknowledge, the parties hereto do hereby agree as follows:

1. Grant of Easement. Subject to the provisions of this Agreement, Grantor hereby grants to Grantee a non-exclusive easement (“Easement”) for *(insert appropriate clause: (i) persons and vehicles solely for access to and egress from the Benefitted Property and for roadway purposes on and over the Burdened Property by Grantee and its officers, employees, agents, contractors, subcontractors, tenants, and invitees of the Benefitted Property on and over portions of the Burdened Property depicted on and described in Exhibit “C” attached hereto (“Easement Area”) or (ii) the maintenance, operation, repair and removal of existing public utility facilities, including existing lines, pipes, conduits, cables, wires, poles and other convenient structures, equipment and fixtures (collectively, the “Facilities”), for the operation [specify types of utilities located in easement area, i.e., public sewer lines, water lines] in their existing locations within the portions of the Burdened Property depicted and more particularly described on Exhibit “C” attached hereto (the “Easement Area”) [attach map and legal description of facilities]*, together with reasonable access thereto for the purposes set forth above.

2. Limitation on Use.

(a) Grantee acknowledges that the Easement herein granted is non-exclusive. Grantee agrees that the use of the Easement herein granted shall not (i) impede work (A) required to be performed by a private or public utility company to repair or maintain any functioning, in-place utility facility located on the Burdened Property provided that Grantor shall use reasonable efforts to attempt, at no additional cost to Grantor, to cause the utility to perform such work in a manner that will not unreasonably interfere with the use of the Burdened Property or (B) by Grantor as may reasonably be required for repair or maintenance of the Burdened

Property or (ii) unreasonably impede the use of the Burdened Property as a roadway by Grantor or its invitees. *(Note: Clause (ii) should be deleted from utility easements)*

3. Term of Easement.

(a) The Easement granted under Section 1 of this Agreement shall commence on the date hereof and shall terminate, in whole or in part, in accordance with this Section 3. The Grantee may, however, terminate this Easement at any time as to all or any portion of the Burdened Property by written notice to the Grantor.

(b) *[insert in Access Easement only:* In addition, the Easement shall terminate, as to all or applicable portions of the Easement Area, upon the earliest to occur of (i) Grantee's *(Note: insert Grantor's instead of Grantee's, if City is Grantor)* acceptance of the dedication of a public street which provides access to the applicable portions of the Benefitted Property being served by the Easement which is to be terminated; (ii) a determination by the City's Director of Public Works that such access is no longer required by the owners of the applicable portions of the Benefitted Property, as may be evidenced by written notice from such owners.] (iii) *[Note: insert only where Catellus is Grantor:* Grantor grants to Grantee and Grantee accepts an immediate temporary substitute easement and there appears on a final subdivision map which has been filed with the City's Department of Public Works a dedicated public street over the area of such substituted easement which, when such dedication is accepted, will, in the reasonable judgment of the Director of Public Works, so acknowledged in writing, satisfy the requirements of a dedicated public street which provides a means of access directly to the Benefitted Property other than the Easement granted in Section 1 hereinabove.] The access

provided by any of the foregoing alternatives must, in the reasonable judgment of the Director of Public Works (or Grantee if Catellus is the Grantee), be substantially equivalent in all respects (including, without limitation, the ease and ability to travel across any substitute easement and continued access to all properties directly served by the Easement or portion thereof being terminated) (either alone or in conjunction with other access) to the Easement or portion thereof which is being terminated. *[Note: Insert only where City is Grantee.]* Since the parties recognize that an easement granted under alternative (iii) above will by its nature be temporary, Grantee agrees that the facilities creating said temporary easement may be less extensive than those required by alternative (i) above so long as such facilities (either alone or in conjunction with other access) provide the access substantially equal (as described in the foregoing sentence) to the access given in the Easement. Whether alternative (i) or (iii) above shall be used in any given case shall be the decision of Grantor, provided that all conditions required for either such alternative (including without limitation any determination to be made solely by Grantee) are satisfied. In the event access rights are granted by virtue of alternative (iii) above, then the provisions of this Agreement shall apply to such substitute easement. *[(insert in Utility Easements: In addition, the easement described in Section 1 above shall terminate, in whole or in part, upon the earliest of (i) the Grantee's acceptance of a new dedicated public street or streets in place of the portions of the Burdened Property in which the Facilities are located or (ii) the determination by the City's Director of Public Works that (A) reasonable alternative utility service has been provided to areas served by the applicable Facilities or (B) the areas served by the applicable portion of the Facilities no longer require the service (as may be evidenced by*

written notice from the owners of the property being served that service is no longer required) and that any new facilities shall be placed in newly dedicated streets pursuant to then applicable franchise rights or other applicable state or federal laws or otherwise in locations and on terms and conditions reasonably satisfactory to the City's Director of Property, the Director of Public Works, and where appropriate, the Executive Director of the Port Commission, including, without limitation, the location, term, including scope, access rights and maintenance rights for the new Facilities.)/

(c) Upon the termination, in whole or in part, in accordance with this Section 3 of the Easement granted in Section 1 of this Agreement or *(include only in access easement)* of a temporary easement granted under the provisions of alternative 3(b)(iii) above, *(insert as appropriate: either the Director of Property or Grantee)* shall cause to be executed, acknowledged and delivered on behalf of Grantee to Grantor a quitclaim deed to evidence such termination *(insert if appropriate: without further action of the Board of Supervisors of Grantee)*.

4. Condition of the Burdened Property.

(a) Grantor makes no representations or warranties whatsoever, under this Easement Agreement with respect to the current physical condition of the Burdened Property and Grantor shall have no responsibility under this Agreement with respect thereto (except as otherwise specifically set forth herein), and the use of the Easement herein granted shall be with the Burdened Property in an "as is" physical condition, except as otherwise specifically provided herein. Grantee hereby waives any and all claims against Grantor arising from, out of or in connection with the suitability of the physical condition of the Burdened Property for the uses

permitted under Section 1 above. However, Grantor shall not take any action that would unreasonably impair the ability of Grantee to use the Easement herein granted. Nothing herein shall be construed in any way to alter, amend, or otherwise relieve Grantor or Grantee of any of their respective responsibilities with regard to the physical condition of the Burdened Property (including without limitation, responsibilities with regard to environmental investigation and remediation) set forth in the Land Transfer Agreements or in any other document instrument or agreement by and among the parties.

(b) Grantee agrees to maintain the Easement Area in a safe condition and in such physical condition as Grantee reasonably deems necessary to allow Grantee to exercise the Easement provided that such maintenance does not unreasonably impede the use of the Burdened Property as a roadway by Grantor or Grantor's licensees. *[Insert in Utilities Easements only:* In addition, Grantee shall maintain the facilities in good working order and condition consistent with the manner Grantee maintains other City-owned utilities.] Except as specifically herein provided, Grantor and Grantee shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description to the Easement Area, including the improvements at any time located on the Easement Area. Upon termination of the Easement, or any portion thereof, Grantee shall surrender use and possession of the Burdened Property, or applicable portion thereof free and clear of any liens or encumbrances relating to or arising in connection with the use of the Burdened Property by reason of the Easement. *[In access and utility easement for 6th Street, revise this provision to provide that Grantor agrees to maintain the Easement Area in good condition and repair so as to permit pedestrian and vehicular access*

consistent with existing usage. However, Grantor shall not be obligated to maintain the Easement Area to a standard applicable to open public streets.]

5. Indemnification.

(a) Grantee shall indemnify, defend and hold Grantor, its officers, directors, shareholders, employees and agents (hereinafter collectively called "Indemnified Parties") harmless from all liabilities, penalties, costs, damages, expenses, causes of action, claims or judgments (including without limitation reasonable attorneys fees) (collectively, "Indemnified Claims"), resulting from (i) injury or the death of any person (including without limitation any Indemnified Party) or physical damage to property, real or personal, of any kind wherever located and by whomever owned (including, without limitation, property owned by an Indemnified Party), which injury, death or physical damage arises out of or is connected with Grantee's (or Grantee's officers, employees, agents, contractors, licensees, or invitees) use or occupancy of any of the Burdened Property under the authority of the Easement, and (ii) the use, generation, processing, production, packaging, treatment, storage, emission, discharge or disposal of Hazardous Materials (as that term is defined hereinbelow) on or about the Burdened Property by any member of the public or by Grantee, its agents, employees, contractors, invitees or licensees in connection with the exercise of Grantee's rights under the Easement. For purposes of this Section 5, the term "Hazardous Materials" shall mean any substance, material or waste that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment,

including, but not limited to petroleum, petroleum-based products, natural gas, or any substance, material, or waste that is or shall be listed, regulated or defined by federal, state or local statute, regulation, rule, ordinance or other governmental requirement to be hazardous, acutely hazardous, extremely hazardous, toxic, radioactive, biohazardous, infectious, or otherwise dangerous.

(b) Grantor agrees to give prompt notice to Grantee with respect to any Indemnified Claims initiated or threatened against Grantor, at the address for notices to Grantee set forth herein, and in no event later than the earlier of (i) ten (10) business days after valid service of process as to any suit or (ii) fifteen (15) business days after receiving written notification of the filing of such suit or the assertion of a claim, which Grantor has reason to believe is likely to give rise to an Indemnified Claim hereunder. If prompt notice is not given to Grantee, then Grantee's liability hereunder shall terminate as to the matter for which such notice is not given, provided that failure to notify Grantee shall not affect the rights of Grantor or the obligations of Grantee hereunder unless Grantee is prejudiced by such failure, and then only to the extent of such prejudice. Grantee shall, at its option but subject to the reasonable consent and approval of Grantor, be entitled to control the defense, compromise or settlement of any such matter through counsel of Grantee's own choice; provided, however, that in all cases Grantor shall be entitled to participate in such defense, compromise, or settlement at its own expense. If Grantee shall fail, however, in Grantor's reasonable judgment, within a reasonable time following notice from Grantor alleging such failure, to take reasonable and appropriate action to

defend, compromise or settle such Indemnified Claim, Grantor shall have the right promptly to hire counsel at Grantee's sole expense to carry out such defense, compromise or settlement, which expense shall be immediately due and payable to Grantor upon receipt by Grantee of a properly detailed invoice therefor.

6. Litigation Expenses.

(a) General. If either party hereto brings an action or proceeding (including any cross-complaint, counterclaim, or third-party claim) against the other party by reason of a default, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing party" within the meaning of this Section 6 shall include without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

(b) Appeal. Attorneys' fees under this Section 6 shall include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action.

(c) Fee Award for City Attorney's, Catellus In-House Counsel. For purposes of this Agreement, reasonable fees of attorneys of the Grantee's *[Insert Grantor's instead of Grantee's if City is Grantor.]* Office of City Attorney and any in-house counsel of Grantor *[Insert Grantee instead of Grantor if City is Grantor.]* shall be based on the fees

regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for which Grantee's *[Insert Grantor's instead of Grantee's if City is Grantor.]* or Grantor's *[Insert Grantee's instead of Grantor's if City is Grantor.]* in-house counsel's services were rendered who practice in the City and County of San Francisco, State of California, in law firms with approximately the same number of attorneys as employed by the Office of City Attorney, or, in the case of Grantor's *[Insert Grantee's instead of Grantor's if City is Grantor.]* in-house counsel, as employed by the outside counsel for Grantor *[Insert Grantee instead of Grantor if City is Grantor.]*

7. Alternative Dispute Resolution. Grantor and Grantee, by mutual agreement, may submit any factual or other (to the extent Grantee *[Insert Grantor instead of Grantee if City is Grantor.]* is not prohibited by law or otherwise from doing so) dispute arising under this Agreement to non-binding arbitration, mediation or other alternate dispute resolution mechanism ("ADR") of non-judicial dispute resolution. The Party requesting ADR shall give written notice of its request, specifying the requested ADR procedure, to the other Party, who shall notify the requesting Party of its agreement or refusal to proceed within a reasonable time after receipt of the requesting notice. If the Parties agree to proceed, they shall select a mutually acceptable individual, with qualifications appropriate to the subject matter of the dispute, to conduct the designated ADR, or, if the Parties cannot agree on such individual, they shall submit the dispute for the applicable ADR to a commercial ADR service. In all events, the proceedings shall be conducted only in a manner acceptable to both Parties. The Parties may enter into

operating memoranda from time to time to establish procedures for the initiation and conduct of such ADR mechanisms.

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

9. Conveyance of Burdened Property. If while this Agreement is in effect as to such property, Grantor shall convey the Burdened Property or any part thereof to someone other than Grantee, Grantor agrees that at the close of such conveyance, the grantee thereof shall in writing acknowledge the existence of the easement herein granted and that such grantee is subject to the terms of this Agreement and shall assume all of the obligations of Grantor in this Agreement; and an executed copy of said acknowledgment and assumption shall be delivered to Grantee upon the close of such conveyance. Upon delivery of said acknowledgment and assumption to Grantor, Grantor shall be released from its obligations thereafter accruing under the provisions of this Agreement relating to the property so conveyed.

10. Amendment. This Agreement may be amended or otherwise modified only in writing signed and acknowledged by Grantor and Grantee, or the successors and assigns of each, subject to the provisions of Section 15 hereof.

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

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be entitled to be the original and all of which shall constitute one and the same agreement.

13. References; Titles. Wherever in this Agreement the context requires, reference to the singular shall be deemed to include the plural. Titles of sections and paragraphs are for convenience only and neither limit nor amplify the provisions of this Agreement.

14. Notice. Any notice given under this Agreement shall be in writing and given by delivering the notice in person, by commercial courier or by sending it by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is given. For the convenience of the parties, copies of notices may also be given by telefacsimile, to the telephone number listed below or such other numbers as may be provided from time to time. *[Note: If City is Grantor, appropriate changes to parties below need to be made.]*

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

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

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

Grantee: Director of Administrative Services
 401 Van Ness Avenue, Room 402
 San Francisco, California 94102

Telefacsimile: (415) [554-4849]

with a
copies to:

City Attorney, City of San Francisco
Fox Plaza
1390 Market Street, 6th Floor
San Francisco, CA 94102
Attention: Jesse Capin Smith, Esq.
Telefacsimile: (415) 554-3808

and

Director of Property
Real Estate Department
25 Van Ness Avenue
Suite 400
San Francisco, California 94108
Telefacsimile: (415) 552-9216

and

Port of San Francisco
Ferry Building, Rm. 3100
San Francisco, California 94111
Attention: Director of Real Estate
Telefacsimile: (415) 274-0578

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

15. Successors and Assigns.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including without limitation all grantees and other successors-in-interest of Grantor in any of the Burdened Property.

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

(a) Grantor is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and is duly qualified and in good standing as a foreign corporation under the laws of the State of California. *(Delete if City is Grantor)*

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

17. Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive benefit of Grantor and Grantee and their successors and assigns, subject to the provisions hereof, and not for the benefit of nor give rise to any claim or cause of action by any other person; and this Agreement shall not be deemed to have conferred any rights upon any person except Grantor and Grantee. Nothing herein shall be deemed a dedication of any portion of the Burdened Property to or for the benefit of the general public. The easement herein granted is in gross and for the personal benefit solely of Grantee. *[Delete last sentence if Catellus is Grantee.]*

18. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provisions to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

19. Entire Agreement. This Agreement, together with any attachments hereto or inclusions by reference, constitute the entire agreement between the parties on the subject matter hereof, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the Easement which is the subject matter of this Agreement.

20. Compliance With Laws. Grantee, at Grantee's expense, shall comply with all laws, statutes, ordinances, rules and regulations of federal, state and local authorities (including, without limitation, Grantee itself) having jurisdiction over the Burdened Property, now in force or hereafter adopted, with respect to the use by Grantee of the Easement Area under the authority of the Easement herein granted.

21. Default. Grantee's failure to perform any covenant or obligation of Grantee hereunder and to cure such non-performance within thirty (30) days of written notice by Grantor shall constitute a default hereunder, provided that if more than thirty (30) days are reasonably required for such cure, no event of default shall occur if Grantee commences such cure within such period and diligently prosecutes such cure to completion. Upon such default

Grantor shall be entitled to all remedies and means to cure or correct such default, both legal and equitable, allowed by operation of law except termination of the easement herein granted.

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

23. Insurance; [Waiver of Subrogation].

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

(b) The terms and provisions of this Section 23(b) shall be inoperative unless and until Grantee's policy of self-insurance changes and Grantee is procuring liability insurance covering its use of the easement granted herein. If Grantee does obtain liability insurance, each party, for itself and, to the extent it is legally permissible for it to do so and without affecting the coverage provided by insurance maintained by such party, on behalf of its insurer hereby releases and waives any right to recover against the other party from any liability for (i) damages for injury to or death of persons, (ii) any loss or damage to property, (iii) any loss

or damage to buildings or other improvements, or (iv) claims arising by reason of any of the foregoing, to the extent that such damages and/or claims under (i) through (iv) are covered (and only to the extent of such coverage) by insurance actually carried by each party, irrespective of any negligence on the part of such party which may have contributed to such loss or damage. The provisions of this paragraph (b) are intended to restrict each party (as permitted by law) to recovery for loss or damage against insurance carriers to the extent of such coverage, and waive fully, and for the benefit of the other party, any rights and/or claims that might give rise to a right of subrogation in any such insurance carrier.

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

25. MacBride Principles - Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Grantor acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

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

27. Notices Concerning Use. Grantor reserves the right to record, post and publish notices as referred to in Sections 813, 1008 and 1009 of the California Civil Code; provided, that such notices shall not affect the rights and obligations of Grantor and Grantee hereunder and, where appropriate, any such notice shall include recognition of the provisions of this Agreement.

28. Prohibiting City Business with Burma.

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

[Note: If Catellus is Grantee, references to Grantor in sections 26 and 28 shall be changed to Grantee, and references to Grantee shall be changed to Grantor.]

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IN WITNESS WHEREOF, this Agreement has been executed by the parties
hereto on the day and year first above written.

CITY AND COUNTY OF SAN FRANCISCO,
a charter city and county

ANTHONY J. DELUCCHI
Director of Property

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: _____
Title:By:

APPROVED AS TO FORM:

Louise H. Renne, City Attorney

By: _____
Jesse Capin Smith
Deputy City Attorney

[acknowledgements]

EXHIBIT Z

AMENDED PORT LAND TRANSFER AGREEMENT

VALUES FOR TITLE INSURANCE PURPOSES

EXHIBIT Z

**AMENDED AND RESTATED
PORT LAND TRANSFER AGREEMENT**

TITLE INSURANCE VALUES

PORT TRANSFER PARCELS

The amount of required title insurance for the Port Transfer Parcels, including the Port Leasehold Parcels and the City Facilities Parcel shall be \$11.23 per square foot.

WESTERN PACIFIC EASEMENT PARCEL

The total amount of required title insurance to be provided the State and to the City as Trustee under the public trust for the Western Pacific Easement Parcel to be encumbered with an easement for the public trust shall be Five-hundred thousand (\$500,000) dollars.

WESTERN PACIFIC SHORELINE

The amount of required title insurance to be provided the State and to the City as Trustee under the public trust for the Western Pacific Shoreline shall be \$1,000,000.00.

WESTERN PACIFIC TRANSFER PARCEL

The amount of required title insurance to be provided the City as fee owner of the Western Pacific Transfer Parcel to be conveyed by Catellus to the City shall be \$25,000,000.00.*

EXHIBIT AA

AMENDED PORT LAND TRANSFER AGREEMENT

AGENCY LEASE TERM SHEET

EXHIBIT AA
MISSION BAY PORT LAND TRANSFER AGREEMENT

TERM SHEET FOR AGENCY LEASE

- Defined Terms:** The capitalized terms used herein shall have the meanings set forth in the Mission Bay North Owner Participation Agreement ("North OPA") and the Mission Bay South Owner Participation Agreement ("South OPA") unless otherwise defined herein.
- Landlord:** The City and County of San Francisco ("City") and The City and County of San Francisco acting through the San Francisco Port Commission ("Port").
- Tenant:** The Redevelopment Agency of the City and County of San Francisco.
- Premises:** The Open Space Parcels within the Mission Bay North and South Plan Areas and the Bayfront Park, which are to be developed as open space, parks or plazas pursuant to the North OPA and South OPA, including without limitation the Port Open Space Parcels (as defined in the Amended and Restated Port Land Transfer Agreement ("PLTA")), all of which shall be made subject to the Agency Lease in phases, as more particularly described below.
- Phases:** (i) As Catellus Development Corporation ("Owner") prepares to develop the Open Space Parcels, Owner shall give written notices to the Landlord and Tenant (each, an "Agency Lease Notice"), specifying the portions of the Premises that Owner intends to develop. Owner shall not give an Agency Lease Notice unless Owner reasonably anticipates that Owner will be in a position to Commence Construction of Improvements on the Open Space Parcels within the area which is the subject of the Agency Lease Notice, on or before thirty (30) days following the date the Agency Lease is to become effective with respect to the applicable portion of the Premises, subject to extension for Unavoidable Delays and delays in receiving applicable permits and approvals (so long as Owner is diligently attempting to obtain the same). With respect to any Agency Leasehold Parcels (as defined in the PLTA) within

sixty (60) days following the initial Agency Lease Notice, and with respect to any other portion of the Premises, within thirty (30) days following the initial Agency Lease Notice, Landlord and Tenant shall enter into the Agency Lease covering the portion of the Premises designated in the Agency Lease Notice; thereafter, with respect to any Agency Leasehold Parcels, within sixty (60) days following any subsequent Agency Lease Notice, or with respect to any other portion of the Premises, within thirty (30) days following any subsequent Agency Lease Notice, the portions of the Premises specified in the applicable notice shall become subject to the Agency Lease.

(ii) Portions of the Premises will be subject to the Catellus Lease, to be entered into between Landlord and Owner at the initial Closing under the Land Transfer Agreements. If the Landlord, as trust administrator of the Public Trust, elects to terminate the Catellus Lease and convert the interim uses thereon to open space uses, the Landlord and Tenant shall concurrently with the effective date of termination of the Catellus Lease enter into the Agency Lease, covering the portions of the Premises which are no longer subject to the Catellus Lease (or if the Agency Lease has previously been entered into, Landlord and Tenant shall cause the portions of the Premises previously subject to the Catellus Lease and affected by the termination, to be subject to the Agency Lease).

Assignment and Subletting:

Tenant may not assign or sublet the Premises, without the consent of the Landlord and Owner, not to be unreasonably withheld, and any proposed assignment or subletting without consent shall be void. Notwithstanding the foregoing, in no event may Tenant assign or sublet all or any portion of its interest in the Premises if such assignment or subletting would have the affect of materially increasing or adversely affecting any rights or obligations of Owner under the North OPA, South OPA, or Redevelopment Plans or would alter the permitted use, decrease the height of any building or reduce the density or intensity of the development contemplated under the North OPA, South OPA or Redevelopment Plans. Landlord may not assign or otherwise transfer the Premises or its rights under the Agency Lease without the consent of Tenant and Owner, not to be unreasonably withheld, and any proposed assignment or transfer without consent shall be void. Notwithstanding the foregoing, in no event may Landlord assign or transfer all or any portion of its interest in the Premises or under the Agency Lease, if such assignment or transfer would have the effect of materially increasing or adversely affecting any rights or obligations of Owner under the North OPA,

South OPA, or Redevelopment Plans or would alter the permitted use, decrease the height of any building or reduce the density or intensity of the development contemplated under the North OPA, South OPA, or Redevelopment Plan.

Third Party Beneficiary

Owner shall be named as an intended third party beneficiary of the Agency Lease, and shall be entitled to enforce the parties obligations thereunder, subject to the notice and cure provisions contained therein. The Agency Lease shall not be amended or terminated without the consent of Owner, not to be unreasonably withheld, so long as the amendment or termination would not have the affect of (i) materially increasing or adversely affecting any rights or obligations of Owner under the North OPA, South OPA or Redevelopment Plans or (ii) altering the permitted use, decreasing the height of any building or reducing the density or intensity of the development contemplated under the North OPA, South OPA or Redevelopment Plans. Landlord shall be named as an intended third party beneficiary of any Permits to Enter issued by the Agency pursuant to the Agency Lease.

Term:

The term shall commence sixty (60) days after Owner gives the original Agency Lease Notice, if such notice covers Agency Leasehold Parcels, or thirty (30) days after Owner gives the original Agency Lease Notice, if such notice covers any other portion of the Premises, and shall expire upon the later of (i) forty-five (45) years following commencement of the term or (ii) with respect to those portions of the Premises within the North Plan Area, upon the expiration of the Redevelopment Plan for the North Plan Area, and with respect to those portions of the Premises within the South Plan Area, upon the expiration of the Redevelopment Plan for the South Plan Area.

Use:

The Premises shall be used only for public open space/park uses (and the construction thereof), which open space/parks shall be consistent with the requirements of the North OPA, South OPA and the applicable Redevelopment Plan and Plan Documents, the public trust use restrictions imposed by the Act (as defined in the PLTA).

Permits to Enter:

Tenant shall grant to Owner and its successors and assigns permits to enter covering the Premises, including the Bayfront Park, in the form attached to the North OPA and/or South OPA, as applicable, for purposes of constructing Improvements for the Open Space Parcels and related infrastructure, as well as environmental testing and remediation.

Compliance with Laws: Tenant shall be responsible for complying with all applicable laws, including the Port park code, if applicable, as well as the RMP(s) for the Premises, the environmental restrictions recorded against the Premises, and the Redevelopment Plan. Tenant shall provide to Landlord an environmental indemnity reasonably satisfactory to Landlord.

Rent: One dollar (\$1.00) per year, prepaid upon Agency Lease execution for the initial forty-five (45) years.

Taxes: Tenant is to pay any and all real estate and possessory interest taxes.

Maintenance: Upon completion of construction of the Improvements on the applicable Open Space Parcels and acceptance by Landlord, Tenant will maintain, at its sole cost and expense, in good order, repair and condition, the Premises and all improvements thereon, to a standard consistent with the requirements of the applicable Mission Bay North or South Financing Plans, subject to availability of adequate funds from the maintenance CFD to be formed pursuant to the applicable Mission Bay North or South Financing Plans.

Security: Tenant will provide security for the Premises at such frequencies and to such standards, and consistent with funding available to it under the maintenance CFD, as may be appropriate for the type of urban open space, plazas and parks, developed pursuant to the North OPA, South OPA and/or applicable Redevelopment Plan. Tenant will use best efforts to prevent loitering and unlawful activity in the Premises.

Improvements: Following construction of the initial Improvements contemplated by the North OPA, South OPA and North or South Redevelopment Plan, as applicable, no improvements (other than ordinary repairs and maintenance) shall be made to the Premises without (i) the written consent of Landlord and, (ii) if the improvements would be inconsistent with the Redevelopment Requirements, would increase costs under the Maintenance CFD or would reduce the availability of Net Available Increment for Infrastructure pursuant to the Financing Plan, the prior written consent of Owner.

Other Provisions: Other provisions will be based upon the Rincon Point Park lease between the Port and the Agency.

EXHIBIT BB

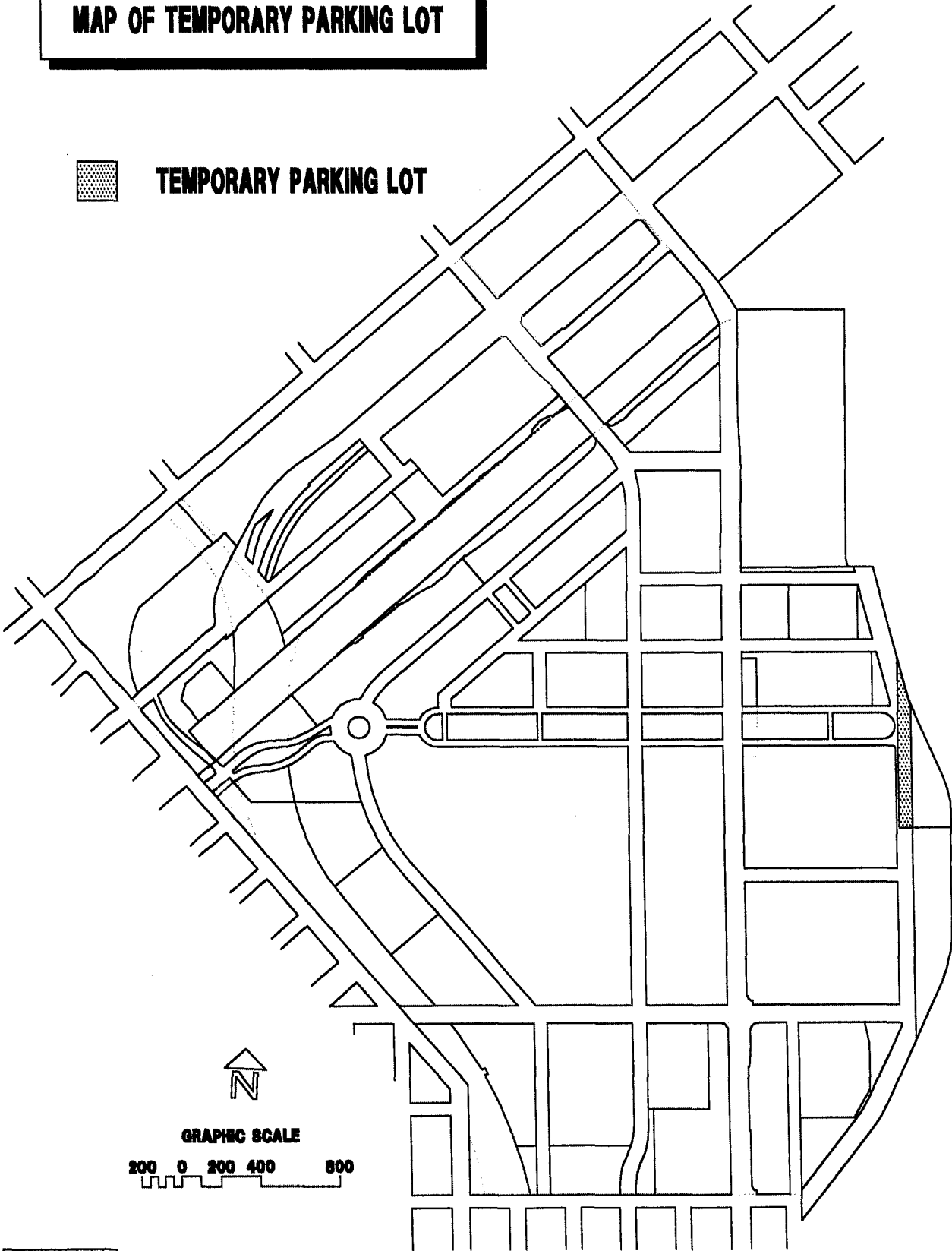
AMENDED PORT LAND TRANSFER AGREEMENT

MAP OF TEMPORARY PARKING LOT

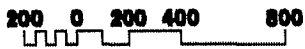
**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF TEMPORARY PARKING LOT**



TEMPORARY PARKING LOT



GRAPHIC SCALE



PLTA-BB 98.0750 / L



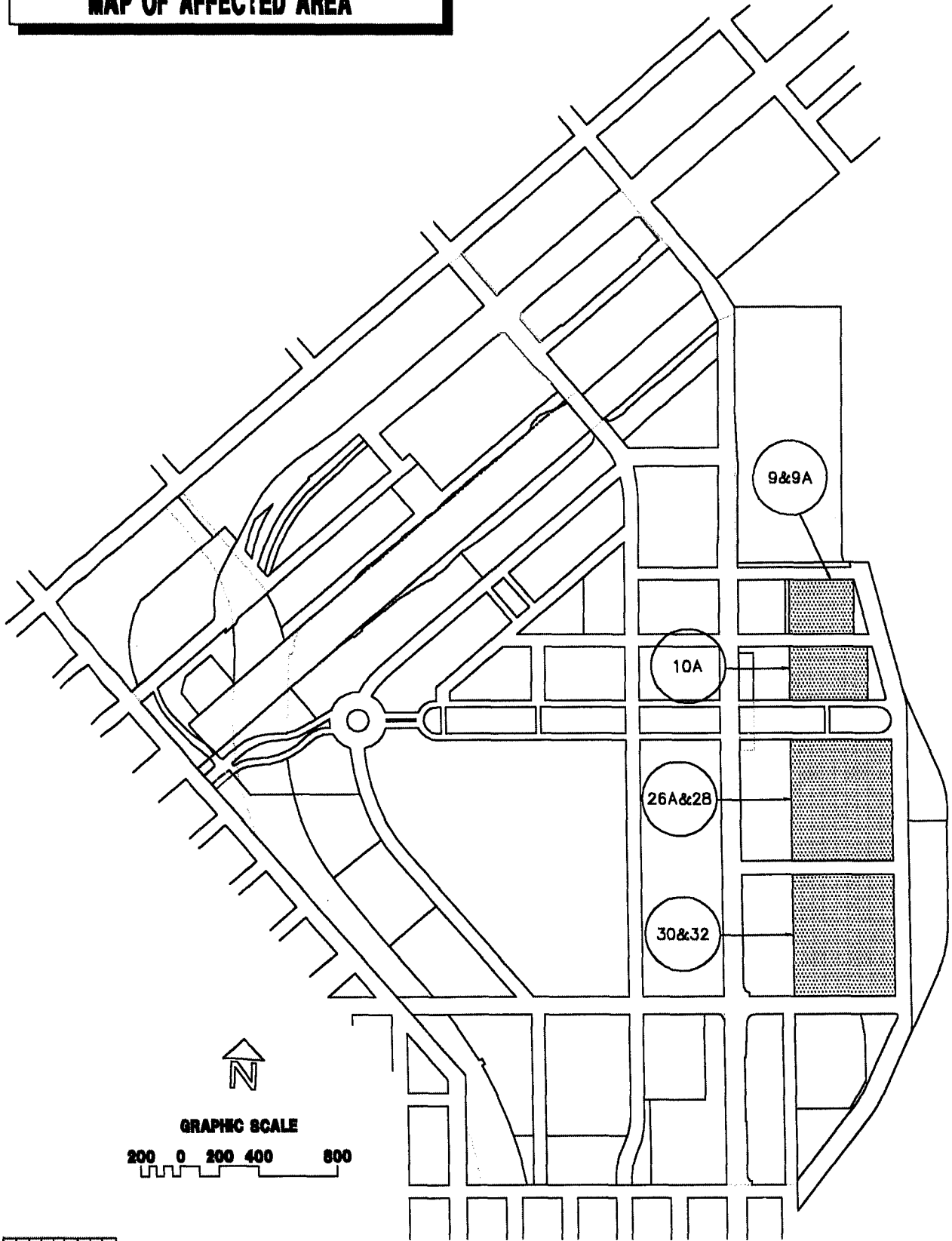
**EXHIBIT BB
SHEET 1 OF 1**

EXHIBIT CC

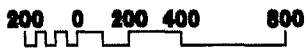
AMENDED PORT LAND TRANSFER AGREEMENT

MAP OF AFFECTED AREA

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF AFFECTED AREA**



GRAPHIC SCALE



PLTA-CC 98.0555 / L



EXHIBIT CC
SHEET 1 OF 2

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF AFFECTED AREA**

LAND TRANSFER AREAS	
PARCEL NO.	AREA (acres)
9 & 9A	2.08
10A	2.52
26A & 28	7.31
30 & 32	7.31
TOTAL:	19.22

PLTA-CC 98.0555 / L



EXHIBIT CC
SHEET 2 OF 2

EXHIBIT DD

AMENDED PORT LAND TRANSFER AGREEMENT

DECLARATION AND ACKNOWLEDGEMENT RE EXISTING USES

EXHIBIT DD

**AMENDED AND RESTATED
PORT LAND TRANSFER AGREEMENT**

RECORDING REQUESTED BY:

**CATELLUS DEVELOPMENT CORPORATION,
A DELAWARE CORPORATION**

**DECLARATION AND ACKNOWLEDGEMENT OF CERTAIN ACKNOWLEDGEMENTS
AND WAIVERS UNDER THE AMENDED AND RESTATED MISSION BAY PORT LAND
TRANSFER AGREEMENT**

This Declaration and Acknowledgement of Certain Acknowledgements and Waivers under the Amended and Restated Mission Bay Port Land Transfer Agreement (the "Declaration and Acknowledgement"), is made by Catellus Development Corporation, a Delaware corporation ("Catellus") this ___ day of _____, 199_.

This Declaration and Acknowledgement is made with respect to the following facts, intentions and circumstances:

A. Catellus is the owner of certain real property situated in the City and County of San Francisco, State of California (the "City"), as more particularly described in Exhibit A [attach legal description of Affected Area] attached hereto and incorporated herein (the "Affected Area");

B. Catellus is a party to that certain Amended and Restated Mission Bay Port Land Transfer Agreement by and between Catellus, the City and the Port of San Francisco (the "Port"), dated _____, 1998 and recorded _____ as Document No. _____, Reel _____, Image _____, in the Official Records of the City (the "Amended PLTA"); and

C. Section 11 of the Amended PLTA contains certain provisions pursuant to which Catellus acknowledges certain existing uses on portions of that certain property owned by the Port and identified in the map attached hereto and incorporated herein as Exhibit B (the "Port Property"), and the possibility of expansion or modification of these existing uses or the potential for new uses on the Port Property, and pursuant to which Catellus waives certain rights with regard to such uses on the Port Property. A complete copy of Section 11 of the Amended PLTA is attached hereto and incorporated herein as Exhibit C.

NOW THEREFORE, pursuant to Section 11 of the Amended PLTA, Catellus hereby gives notice of certain acknowledgements and waivers made by Catellus, as follows:

1. Acknowledgements. Catellus hereby gives notice of the following acknowledgements:

a) An acknowledgement that certain uses more particularly set forth in Schedule 1 attached hereto and incorporated herein (collectively, the “Existing Uses”) currently exist on the Port Property. The Existing Uses are divided into two (2) categories: Maritime/Industrial Uses and Commercial/Recreational Uses, as more particularly set forth in Schedule 1. The current areas within the Port Property on which the Maritime/Industrial Uses and Commercial/Recreational Uses exist are more particularly designated on Exhibit B attached hereto and incorporated herein (the “Designated Existing Use Areas”).

b) An acknowledgement that the Existing Uses generate certain impacts such as noise, parking congestion, truck traffic, rail traffic auto traffic, odors, dust dirt and visual obstructions.

c) An acknowledgement that the City may in the future choose to expand or modify the Existing Uses or may wish to add new or additional uses on the Port Property. These expanded, modified, or new uses may generate impacts of a type and nature similar to those set forth in Paragraph 1(b) above.

d) An acknowledgement that, in the absence of an agreement to the contrary, the Existing Uses on the Port Property, as well as any expanded, modified or new uses may give rise to suits by adjacent property owners against the City for nuisance, inverse condemnation or similar causes of action.

e) An acknowledgement that it is the objective of the City to maintain the maximum flexibility possible with respect to the continuation of the Existing Uses on the Port Property as well as the expansion and modification of, or addition to, those uses on the Port Property, subject to the limitations set forth in Section 11 of the Amended PLTA and this Declaration and Acknowledgement.

2. Waivers. Catellus hereby gives notice of the following waivers, covenants and agreements:

a) Catellus has waived and relinquished all rights, if any, to commence or maintain a lawsuit for common law or statutory nuisance, inverse condemnation, or other legal action based upon the interference with the comfortable enjoyment of life or property with respect to the Affected Area or similar claims with respect to the Affected Area arising out of the existence of the Maritime/Industrial Uses and the Commercial/Recreational Uses within the applicable Designated Existing Use Areas for such uses shown on Exhibit B, and, except with respect to those uses which are set forth in Paragraph 3(a) below, any expansion, modification or addition to the Maritime/Industrial Uses or the Commercial/Recreational Uses within the applicable Designated Existing Use Areas for such uses shown on Exhibit B; provided, however, that this waiver does not preclude an action to cause:

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

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

b) Catellus is aware that any future expansions or modifications of, or additions to the Maritime/Industrial Uses and/or Commercial/Recreational Uses may require certain regulatory approvals. Once a final action is taken by the appropriate regulatory agency, Catellus, absent an agreement to the contrary, may have a right to commence a legal action or administrative or regulatory appeal to set aside or otherwise nullify the action taken by the regulatory agency. Except as provided in Section 11 of the Amended PLTA, Catellus has waived and relinquished its right to commence or maintain a legal action or regulatory or administrative appeal which would, with respect to any continuation of, or future expansions or modifications of, or additions to, any Maritime/Industrial Use or Commercial/Recreational Use within the applicable Designated Existing Use Area for such uses shown on Exhibit B, challenge the validity of, seek to overturn, or nullify any of the following:

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

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

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

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

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

3. Exceptions and Exclusions. The following exclusions and exceptions apply to the provisions of Paragraph 2 above:

a) The waiver set forth in Paragraph 2(a) above does not apply to any hazardous waste transfer, recycling or reuse facilities.

b) Catellus has not waived its right to provide comments, whether in writing or in the form of oral testimony, to any regulatory agency which is considering taking one of the actions set forth in Paragraph 2(b) above or to provide the same at any hearing or any administrative appeal of such an action.

c) Catellus has not waived its right to commence or maintain (1) a lawsuit for common law or statutory nuisance, inverse condemnation, or other legal action based upon the interference with the comfortable enjoyment of life or property, or similar claims, or (2) any regulatory or administrative appeal should the City seek to establish or expand, modify or add to certain uses on the Port Property specified in Section 11 of the Amended PLTA or to otherwise undertake any Maritime/Industrial Uses or Commercial/Recreational Uses in any areas other than the Designated Existing Use Areas applicable to such uses shown on Exhibit B:

d) The covenants of Catellus set forth in Section 11 of the Amended PLTA and this Declaration and Acknowledgement are not binding upon any Mortgagee (as defined in the Amended PLTA) or a third party purchaser at a judicial foreclosure sale or private sale under a power of sale or grantee under a deed in lieu of foreclosure who takes title to the Affected Area, or any portion thereof, or any successor in interest of any such Mortgagee or purchaser.

4. Purpose and Scope. The purpose of this Declaration and Acknowledgement is neither to expand or contract the waivers provided in Section 11 of the Amended PLTA, but only to give notice of said waivers as they are provided in said Section. In the event of a discrepancy between the provisions of Section 11 of the Amended PLTA and this Declaration and Acknowledgement, the provisions of Section 11 of the Amended PLTA shall be determinative.

5. SPECIAL NOTICE. UNDER THE TERMS OF SECTION 11 OF THE AMENDED PLTA, ANY IMMEDIATE TRANSFEREE, SUCCESSOR, OR PERMITTEE OF PROPERTY IN THE AFFECTED AREA HAVING THE RIGHT TO EXCLUSIVE OCCUPANCY OF A PORTION OF THE AFFECTED AREA FOR A CUMULATIVE PERIOD OF MORE THAN TWENTY-NINE (29) CONSECUTIVE DAYS MUST ACKNOWLEDGE THE CONTENTS OF THIS DECLARATION AND ACKNOWLEDGEMENT IN WRITING. IN ADDITION, OTHER THAN THOSE PERSONS EXCEPTED BY PARAGRAPH 4 ABOVE, ANY TRANSFEREE THAT OWNS OR IS THE LESSEE FOR A TERM LONGER THAN FIVE (5) YEARS OF, IN THE AGGREGATE, (A) MORE THAN 20,000 SQUARE FEET OF COMMERCIAL OR RETAIL SPACE, OR (B) MORE THAN TWELVE (12) RESIDENTIAL UNITS, RESPECTIVELY, IN THE AFFECTED AREA, ("SIGNIFICANT TRANSFEREE") MUST AGREE IN WRITING (1) TO BE SUBJECT TO THE PROVISIONS OF PARAGRAPH 2, AND (2) TO OBTAIN A SIMILAR WRITTEN AGREEMENT FROM ANY SUBSEQUENT SIGNIFICANT TRANSFEREE. ALL AGREEMENTS REFERRED TO IN THIS SPECIAL NOTICE SHALL CONTAIN A PROVISION CONFERRING THIRD PARTY BENEFICIARY STATUS ON THE CITY. THE AGREEMENTS IDENTIFIED IN THIS SPECIAL NOTICE AS

OBLIGATIONS OF CATELLUS OR ITS SUCCESSORS SHALL EXPIRE TWENTY (20) YEARS FROM THE EFFECTIVE DATE OF THE AMENDED PLTA.

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: _____

Its: _____

EXHIBIT A

AFFECTED AREA

[see attached]

EXHIBIT A TO DD
AMENDED
PORT LAND TRANSFER AGREEMENT
AFFECTED AREA PARCELS 9 & 9A
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF FOURTH STREET (102.50 FEET WIDE) WITH THE WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF THIRD STREET SOUTH $03^{\circ}10'56''$ EAST 0.25 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH $86^{\circ}49'04''$ EAST 360.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $03^{\circ}10'56''$ EAST 275.00 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 330.12 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 275.00 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 330.12 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 90,783 SQUARE FEET, MORE OR LESS.

EXHIBIT A TO DD
AMENDED
PORT LAND TRANSFER AGREEMENT
AFFECTED AREA PARCEL 10A
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF FOURTH STREET (102.50 FEET WIDE) WITH THE WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF THIRD STREET SOUTH 03°10'56" EAST 338.50 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 86°49'04" EAST 360.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 03°10'56" EAST 275.00 FEET; THENCE NORTH 86°49'04" EAST 398.57 FEET; THENCE NORTH 03°10'56" WEST 275.00 FEET; THENCE SOUTH 86°49'04" WEST 398.57 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 109,607 SQUARE FEET, MORE OR LESS.

EXHIBIT A TO DD
AMENDED
PORT LAND TRANSFER AGREEMENT
AFFECTED AREA PARCELS 26A & 28
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) WITH THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE OF ILLINOIS STREET NORTH 03°10'56" WEST 687.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE NORTH 86°49'04" EAST 514.45 FEET; THENCE NORTH 03°10'56" WEST 618.75 FEET; THENCE SOUTH 86°49'04" WEST 514.45 FEET TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE SOUTH 03°10'56" EAST 618.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 318,317 SQUARE FEET, MORE OR LESS.

EXHIBIT A TO DD
AMENDED
PORT LAND TRANSFER AGREEMENT
AFFECTED AREA PARCELS 30 & 32
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) WITH THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE NORTH $86^{\circ}49'04''$ EAST 514.45 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 618.75 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 514.45 FEET TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE SOUTH $03^{\circ}10'56''$ EAST 618.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 318,317 SQUARE FEET, MORE OR LESS.

EXHIBIT B

PORT PROPERTY/DESIGNATED EXISTING USE AREAS

[see attached]

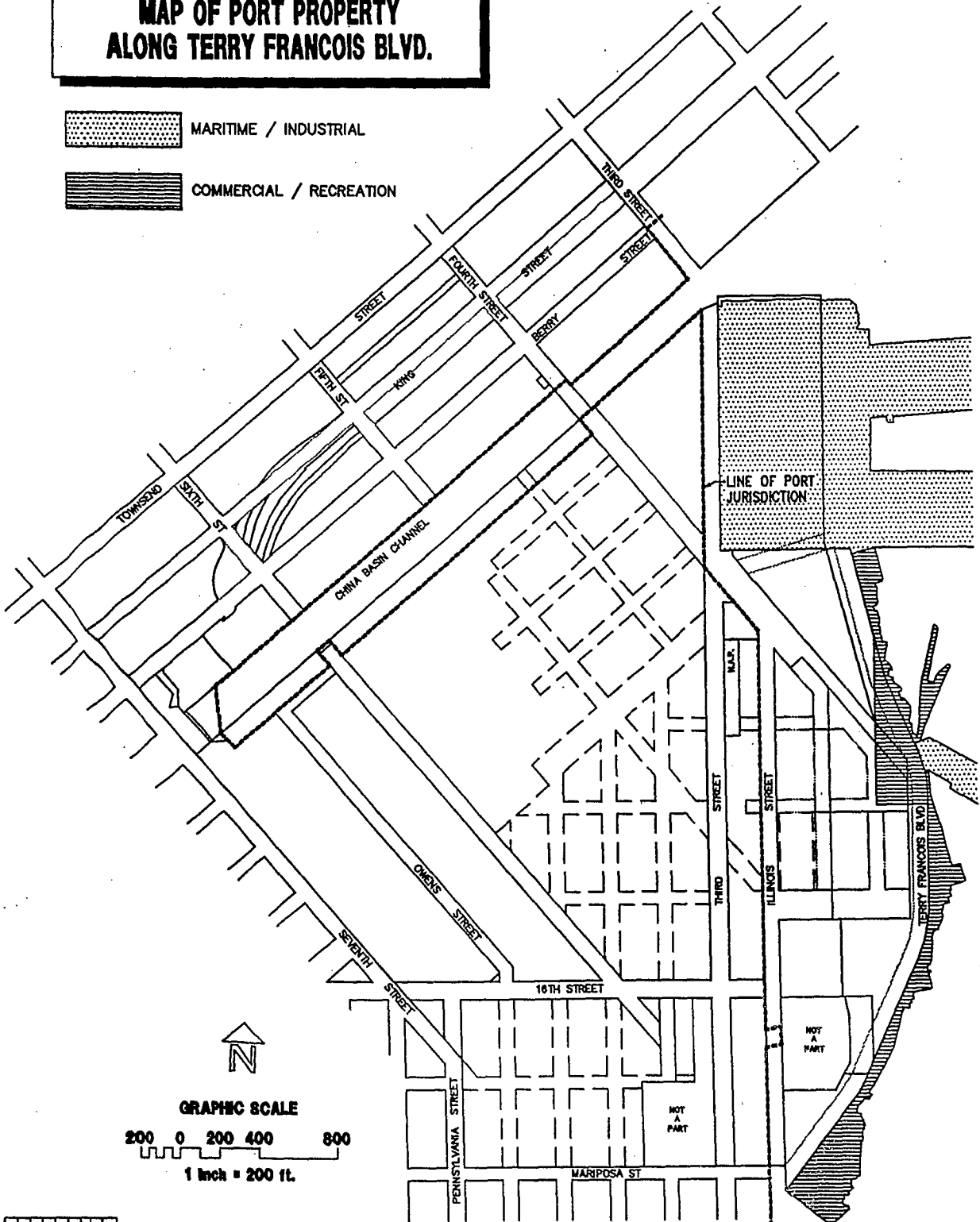
**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF PORT PROPERTY
ALONG TERRY FRANCOIS BLVD.**



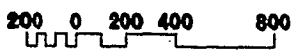
MARITIME / INDUSTRIAL



COMMERCIAL / RECREATION



GRAPHIC SCALE



1 inch = 200 ft.

97.0496 / L PLTA-J



EXHIBIT A

SHEET 1 OF 1

EXHIBIT C

SECTION 11 OF AMENDED PLTA

[see attached]

[TO BE ATTACHED PRIOR TO CLOSING]

EXHIBIT EE

AMENDED PORT LAND TRANSFER AGREEMENT

FORM OF LEASE DISCLOSURE

EXHIBIT EE

**AMENDED AND RESTATED
PORT LAND TRANSFER AGREEMENT**

PLTA SAMPLE DISCLOSURE PROVISION

SECTION _____. **CERTAIN ACKNOWLEDGEMENTS.** THE UNDERSIGNED, BY ITS EXECUTION OF THIS LEASE, HEREBY ACKNOWLEDGES THAT LANDLORD HAS DISCLOSED TO THE UNDERSIGNED THE FOLLOWING:

(A) THOSE CERTAIN USES MORE PARTICULARLY SET FORTH IN SCHEDULE 1 ATTACHED HERETO AND INCORPORATED HEREIN (COLLECTIVELY, THE "EXISTING USES") CURRENTLY EXIST ON CERTAIN PROPERTY OWNED BY THE PORT OF SAN FRANCISCO (THE "PORT") AND IDENTIFIED IN THE MAP ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A (THE "PORT PROPERTY"). THE EXISTING USES ARE DIVIDED INTO TWO (2) CATEGORIES: MARITIME/INDUSTRIAL USES AND COMMERCIAL/RECREATIONAL USES. THE CURRENT AREAS WITHIN THE PORT PROPERTY ON WHICH THE MARITIME/INDUSTRIAL USES AND COMMERCIAL/RECREATIONAL USES EXIST ARE MORE PARTICULARLY DESIGNATED ON EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN (THE "DESIGNATED EXISTING USE AREAS").

(B) THE EXISTING USES GENERATE CERTAIN IMPACTS SUCH AS NOISE, PARKING CONGESTION, TRUCK TRAFFIC, RAIL TRAFFIC AUTO TRAFFIC, ODORS, DUST DIRT AND VISUAL OBSTRUCTIONS.

(C) AS MORE FULLY SET FORTH IN THAT CERTAIN DECLARATION AND ACKNOWLEDGEMENT OF CERTAIN ACKNOWLEDGEMENTS AND WAIVERS UNDER THE AMENDED AND RESTATED MISSION BAY PORT LAND TRANSFER AGREEMENT (THE "DECLARATION"), RECORDED AT _____, ON _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, LANDLORD [OR ITS PREDECESSOR IN INTEREST] WAIVED ON ITS OWN BEHALF, AND ON BEHALF OF ITS SUCCESSORS (I) RIGHTS TO COMMENCE OR MAINTAIN A LAWSUIT FOR COMMON LAW OR STATUTORY NUISANCE, INVERSE CONDEMNATION, OR ANY OTHER LEGAL ACTION BASED UPON THE INTERFERENCE WITH THE COMFORTABLE ENJOYMENT OF LIFE OR PROPERTY OR SIMILAR CLAIMS ARISING OUT OF THE EXISTENCE OF THE MARITIME/INDUSTRIAL USES AND THE COMMERCIAL/RECREATIONAL USES WITHIN THE APPLICABLE DESIGNATED EXISTING USE AREA FOR SUCH USES SHOWN ON EXHIBIT B, AND (II) ANY EXPANSION, MODIFICATION OR ADDITION TO THE MARITIME/INDUSTRIAL USES OR THE COMMERCIAL/RECREATIONAL USES WITHIN THE APPLICABLE DESIGNATED EXISTING USE AREA FOR SUCH USES SHOWN ON EXHIBIT A, ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION.

(D) AT TENANT'S REQUEST, LANDLORD SHALL PROVIDE TENANT WITH A COPY OF THE DECLARATION.

(E) AS A CONDITION TO THE EFFECTIVENESS OF ANY ASSIGNMENT OR SUBLETTING BY TENANT OF ITS RIGHTS UNDER THIS LEASE, TENANT WILL BE REQUIRED TO OBTAIN A WRITTEN ACKNOWLEDGEMENT FROM ITS ASSIGNEE OR SUBTENANT OF THE TERMS AND PROVISIONS OF THIS SECTION AND THE DECLARATION RELATING TO THE EXISTING USES.

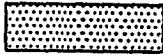

TENANT INITIALS: _____

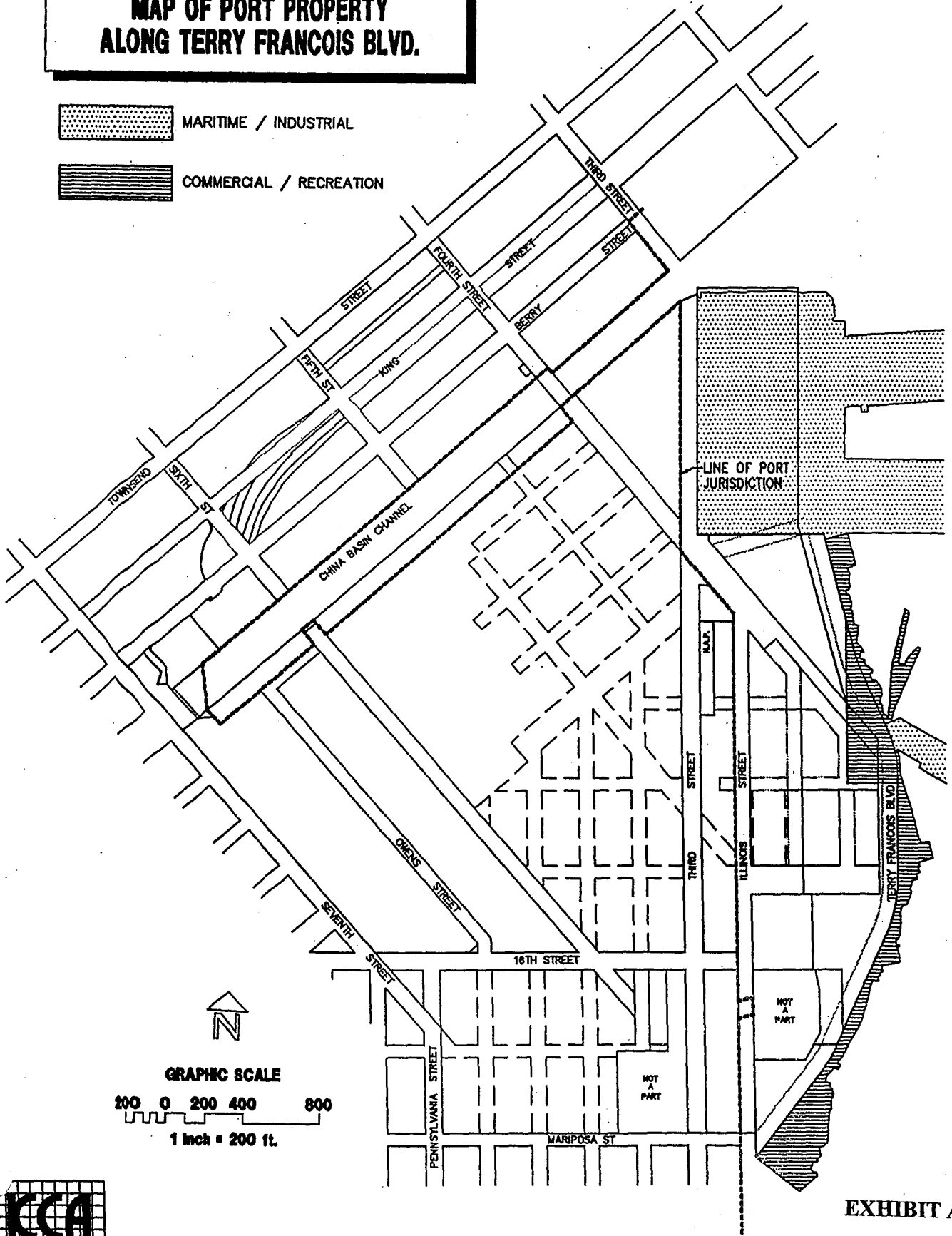
EXHIBIT A

PORT PROPERTY/DESIGNATED EXISTING USE AREAS

[SEE ATTACHED]

AMENDED PORT LAND TRANSFER AGREEMENT MAP OF PORT PROPERTY ALONG TERRY FRANCOIS BLVD.

-  MARITIME / INDUSTRIAL
-  COMMERCIAL / RECREATION



97.0496 / L PLTA-J

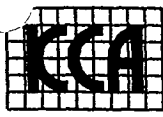


EXHIBIT A
SHEET 1 OF 1

SCHEDULE 1

EXISTING USES ON PORT PROPERTY

MARITIME AND INDUSTRIAL USES

1. BOAT BUILDING, SALES, RENTAL, REPAIR, PRIVATE AND PUBLIC STORAGE;
2. BERTHING, MOORING AND FUELING OF VESSELS AND EQUIPMENT;
3. VESSEL MAINTENANCE, INCLUDING, WITHOUT LIMITATION, ENGINEERING AND MACHINE SHOPS;
4. WATER TAXI SERVICE CARRYING PASSENGERS AND LIGHT CARGO WITHIN SAN FRANCISCO BAY;
5. ADMINISTRATIVE/GENERAL OFFICE USE;
6. WAREHOUSING, STORAGE AND RELATED ACTIVITIES;
7. PARKING;
8. WOODWORKING, FURNITURE AND CABINET MANUFACTURING;
9. DELIVERY, STORAGE, DEALER PREPARATION, SHIPMENT AND MAINTENANCE OF AUTOMOBILES, VANS, TRUCKS, CONSTRUCTION VEHICLES, AND ANCILLARY RELATED ADMINISTRATIVE USES;
10. PRIVATE PARTY CONTAINER STORAGE, VEHICLE STORAGE, GENERAL OFFICE AND INCIDENTAL SALES OF MOVING AND STORAGE MATERIALS;
11. PORT MAINTENANCE FACILITY, INCLUDING RELATED STORAGE, ENGINEERING, MACHINE AND CARPENTRY SHOPS.
12. PARKING LOT IN SUPPORT OF THE GIANTS BALLPARK;

COMMERCIAL AND RECREATIONAL USES

1. RESTAURANT AND BAR;
2. OPEN SPACE AND PARKS;
3. GENERAL PARKING;
4. GENERAL OFFICE;
5. BOAT CLUBS, BOAT LAUNCH, AND APPURTENANT FACILITIES;
6. CHANDLERY SALES, STORAGE, DELIVERY AND DISTRIBUTION AND MARITIME REBATED WAREHOUSING AND STORAGE;
7. BOAT BUILDING, SALES, RENTAL AND REPAIR, PRIVATE/PUBLIC BOAT STORAGE.

EXHIBIT FF

AMENDED PORT LAND TRANSFER AGREEMENT

CONDITIONS SATISFACTION NOTICE

Exhibit FF
AMENDED PORT LAND TRANSFER AGREEMENT

RECORDING REQUESTED BY:

CITY AND COUNTY OF SAN FRANCISCO

WHEN RECORDED, RETURN TO:

CONDITIONS SATISFACTION NOTICE

THIS CONDITIONS SATISFACTION NOTICE ("Notice") is entered into as of this ____ day of _____, 199__ by and between CATELLUS DEVELOPMENT CORPORATION ("Catellus") and the CITY AND COUNTY OF SAN FRANCISCO, a charter city and county and where necessary to effectuate the purposes of this Notice, the City acting by and through the SAN FRANCISCO PORT COMMISSION ("City"), with reference to the following facts:

- A. The City and Catellus have entered into that Amended and Restated Mission Bay Port Land Transfer Agreement ("Amended PLTA") dated for reference purposes November 16, 1998, approved by Ordinance No. 331-98 of the Board of Supervisors of the City, and recorded as Instrument No. _____ in the Official Records of San Francisco County, California, regarding the transfer of certain lands by the City to Catellus in exchange for the transfer of certain land owned by Catellus to the City, within the City of San Francisco, all as more particularly described therein. The capitalized terms used herein shall have the meanings set forth in the Amended PLTA, unless otherwise defined herein.
- B. Section 13 of the Amended PLTA provides that upon the Initial Closing, the Parties shall enter into this Conditions Satisfaction Notice, for purposes of acknowledging that the conditions to Closing to be satisfied by Catellus under the Amended PLTA have been satisfied and to provide assurances that, except as specifically provided herein, the obligations of Catellus under the Amended PLTA with respect to the property which is more particularly described in Exhibit A attached to this Notice and incorporated herein ("Catellus Property") have been satisfied.
- C. Concurrently herewith, the Closing is occurring under the Amended PLTA.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AND ACKNOWLEDGE AS FOLLOWS:

1. Catellus Property. The City acknowledges and agrees that, except as hereby specifically provided in Section 2: (i) the City no longer has any rights or interests in and to the Catellus Property arising from the Amended PLTA (and the City hereby waives and relinquishes any said rights or interests); (ii) the Amended PLTA no longer burdens the Catellus Property and is hereby released, as it affects the Catellus Property; and (iii) the conditions to Closing under the Amended PLTA to be satisfied by Catellus have been satisfied.

2. Certain Obligations. Notwithstanding Section 1 of this Notice, the Parties acknowledge that nothing contained herein shall be deemed to affect: (i) the rights of the City under that certain Declaration and Acknowledgement of Certain Acknowledgments and Waivers under the Amended and Restated Mission Bay Port Land Transfer Agreement executed by Catellus pursuant to Section 11 of the Amended PLTA, dated for reference purposes November 16, 1998, and recorded as Instrument No. _____ in the Official Records of San Francisco County, California, covering the Affected Area more particularly described on Exhibit B attached hereto and incorporated herein; or (ii) the continuing contractual obligations of the Parties under the Amended PLTA which are intended to survive Closing, although no such contracted obligations (except as provided in Subsection (i) of this Section 2), shall be a burden upon the Catellus Property and the Catellus Property is hereby released from such obligations.

IN WITNESS WHEREOF, the parties have executed this Notice as of the date and year above written.

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

CATELLUS DEVELOPMENT CORPORATION
a Delaware corporation

Mayor

By: _____

Title: _____

Attest:

Clerk of the Board of Supervisors

SAN FRANCISCO PORT COMMISSION

By: _____
Executive Director

APPROVED AS TO FORM:

LOUISE H. RENNE
City Attorney

By: _____
Deputy City Attorney

EXHIBIT A TO FF

AMENDED PORT LAND TRANSFER AGREEMENT

LEGAL DESCRIPTION OF CATELLUS PROPERTY

EXHIBIT A
CATELLUS PROPERTY
PARCEL 1
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF TOWNSEND STREET (82.50 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF THIRD STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHEASTERLY LINE OF TOWNSEND STREET SOUTH $46^{\circ}18'07''$ WEST 825.95 FEET TO THE NORTHEASTERLY LINE OF FOURTH STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE SOUTH $43^{\circ}41'53''$ EAST 275.00 FEET TO THE NORTHWESTERLY LINE OF KING STREET (70.00 FEET WIDE); THENCE ALONG SAID NORTHWESTERLY LINE NORTH $46^{\circ}18'07''$ EAST 825.95 FEET TO THE SOUTHWESTERLY LINE OF THIRD STREET; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH $43^{\circ}41'53''$ WEST 275.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 227,137 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 2
LEGAL DESCRIPTION

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

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BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF TOWNSEND STREET (82.50 FEET WIDE) WITH THE NORTHEASTERLY LINE OF SEVENTH STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHEASTERLY LINE OF TOWNSEND STREET NORTH $46^{\circ}18'07''$ EAST 2640.76 FEET TO THE SOUTHWESTERLY LINE OF FOURTH STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH $43^{\circ}41'53''$ EAST 275.00 FEET TO THE NORTHWESTERLY LINE OF KING STREET (70.00 FEET WIDE); THENCE ALONG SAID NORTHWESTERLY LINE SOUTH $46^{\circ}18'07''$ WEST 972.85 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH $51^{\circ}53'27''$ WEST 275.69 FEET; THENCE SOUTH $46^{\circ}18'07''$ WEST 63.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 672.00 FEET, AND TO WHICH BEGINNING A RAIDAL LINE BEARS NORTH $43^{\circ}41'53''$ WEST; THENCE SOUTHWESTERLY 255.45 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $21^{\circ}46'49''$; THENCE TANGENT TO THE PRECEDING CURVE SOUTH $24^{\circ}31'18''$ WEST 366.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 325.00 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY 214.78 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $37^{\circ}51'54''$ TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 48.50 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY 50.49 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $59^{\circ}38'43''$; THENCE TANGENT TO THE PRECEDING CURVE SOUTH $46^{\circ}18'07''$ WEST 539.13 FEET TO THE NORTHEASTERLY LINE OF SEVENTH STREET; THENCE ALONG SAID NORTHEASTERLY LINE NORTH $43^{\circ}41'53''$ WEST 593.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 966,669 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 3
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF CHANNEL STREET (200.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FIFTH STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE OF FIFTH STREET NORTH $43^{\circ}41'53''$ WEST 304.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE NORTH $43^{\circ}41'53''$ WEST 170.73 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT PARCEL AS DESCRIBED IN THE QUITCLAIM DEED TO THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION DATED JUNE 27, 1991 AND RECORDED JULY 1, 1991 IN REEL F408 OF OFFICIAL RECORDS, IMAGE 0278, AS INSTRUMENT NO. E931284; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH $46^{\circ}18'07''$ WEST 84.89 FEET; THENCE SOUTH $43^{\circ}00'15''$ WEST 170.93 FEET; THENCE SOUTH $46^{\circ}18'07''$ WEST 49.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 844.00 FEET; THENCE SOUTHWESTERLY 478.66 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $32^{\circ}29'40''$; THENCE TANGENT TO THE PRECEDING CURVE SOUTH $13^{\circ}48'27''$ WEST 20.50 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH $13^{\circ}48'27''$ WEST 33.04 FEET; THENCE NORTH $46^{\circ}18'07''$ EAST 803.15 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 104,982 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 4
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF BERRY STREET (82.50 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF SIXTH STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHEASTERLY LINE OF BERRY STREET NORTH $46^{\circ}18'07''$ EAST 23.35 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 817.33 FEET, AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH $57^{\circ}37'54''$ EAST; THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTHEASTERLY 189.67 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $13^{\circ}17'45''$; THENCE NORTH $46^{\circ}18'07''$ EAST 894.05 FEET; THENCE NORTH $43^{\circ}41'53''$ WEST 181.50 FEET; THENCE SOUTH $46^{\circ}18'07''$ WEST 802.96 FEET; THENCE SOUTH $43^{\circ}41'53''$ EAST 1.50 FEET TO THE SOUTHEASTERLY LINE OF BERRY STREET; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH $46^{\circ}18'07''$ WEST 32.69 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 156,184 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 5
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF CHANNEL STREET (200.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE OF FOURTH STREET NORTH 43°41'53" WEST 60.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE NORTH 43°41'53" WEST 85.48 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 51°10'19" WEST 95.33 FEET; THENCE NORTH 43°22'02" WEST 216.97 FEET; THENCE SOUTH 87°52'43" WEST 25.62 FEET; THENCE SOUTH 46°32'28" WEST 442.12 FEET; THENCE SOUTH 47°23'14" WEST 353.09 FEET TO A POINT ON THE NORTHEASTERLY LINE OF FIFTH STREET (82.50 FEET WIDE), SAID POINT BEING ON THE SOUTHEASTERLY LINE OF THAT PARCEL AS DESCRIBED IN THE QUITCLAIM DEED TO THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION DATED JUNE 27, 1991 AND RECORDED JULY 1, 1991 IN REEL F408 OF OFFICIAL RECORDS, IMAGE 0278, AS INSTRUMENT NO. E931284; THENCE ALONG LAST SAID NORTHEASTERLY LINE SOUTH 43°41'53" EAST 177.50 FEET; THENCE LEAVING LAST SAID NORTHEASTERLY LINE NORTH 46°18'07" EAST 48.78 FEET; THENCE SOUTH 43°41'53" EAST 245.00 FEET; THENCE NORTH 46°18'07" EAST 776.70 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 328,514 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 6
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF FOURTH STREET (82.50 FEET WIDE) WITH THE NORTHWESTERLY LINE OF BERRY STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE OF FOURTH STREET SOUTH 43°41'53" EAST 17.50 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 46°18'07" WEST 12.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 43°41'53" WEST 152.08 FEET; THENCE SOUTH 87°52'43" WEST 26.25 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT PARCEL AS DESCRIBED IN THE QUITCLAIM DEED TO THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION DATED JUNE 27, 1991 AND RECORDED JULY 1, 1991 IN REEL F408 OF OFFICIAL RECORDS, IMAGE 0278, AS INSTRUMENT NO. E931284; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 46°18'07" WEST 168.37 FEET; THENCE SOUTH 47°22'40" WEST 426.03 FEET; THENCE SOUTH 46°18'07" WEST 163.75 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 4°43'36" WEST 33.35 FEET; THENCE SOUTH 43°41'53" EAST 155.37 FEET; THENCE NORTH 46°18'07" EAST 138.70 FEET; THENCE SOUTH 43°41'53" EAST 8.00 FEET; THENCE NORTH 46°18'07" EAST 525.95 FEET; NORTH 43°41'53" WEST 8.00 FEET; THENCE NORTH 46°18'07" EAST 138.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 143,024 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 7
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF CHANNEL STREET (165.00 FEET WIDE) WITH THE WESTERLY LINE OF THIRD STREET (88.50 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF THIRD STREET SOUTH $3^{\circ}10'56''$ EAST 192.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY LINE SOUTH $46^{\circ}18'07''$ WEST 628.10 FEET TO THE NORTHEASTERLY LINE OF FOURTH STREET (102.50 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE SOUTH $43^{\circ}41'53''$ EAST 713.86 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH $46^{\circ}18'07''$ EAST 12.30 FEET; THENCE NORTH $0^{\circ}58'47''$ WEST 114.02 FEET TO THE WESTERLY LINE OF THIRD STREET; THENCE ALONG SAID WESTERLY LINE NORTH $3^{\circ}10'56''$ WEST 828.82 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 230,392 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 8
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE); THENCE NORTH $45^{\circ}40'56''$ EAST 79.66 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $86^{\circ}49'04''$ EAST 350.12 FEET; THENCE NORTH $3^{\circ}10'56''$ WEST 275.00 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 350.12 FEET; THENCE SOUTH $3^{\circ}10'56''$ EAST 275.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 96,283 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 9
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE OF THIRD STREET NORTH 3°10'56" WEST 1748.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE NORTH 86°49'04" EAST 74.00 FEET; THENCE SOUTH 3°10'56" EAST 241.00 FEET; THENCE NORTH 86°49'04" EAST 584.57 FEET; THENCE NORTH 3°10'56" WEST 275.00 FEET; THENCE SOUTH 86°49'04" WEST 658.57 FEET TO THE EASTERLY LINE OF THIRD STREET; THENCE ALONG SAID EASTERLY LINE SOUTH 3°10'56" EAST 34.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 163,273 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 10
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE OF THIRD STREET NORTH $3^{\circ}10'56''$ WEST 687.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE NORTH $86^{\circ}49'04''$ EAST 864.46 FEET; THENCE NORTH $3^{\circ}10'56''$ WEST 142.91 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 90.01 FEET; THENCE NORTH $3^{\circ}10'56''$ WEST 465.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 10.00 FEET; THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY 15.71 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$; THENCE TANGENT TO THE PRECEDING CURVE SOUTH $86^{\circ}49'04''$ WEST 690.45 FEET; THENCE SOUTH $3^{\circ}10'56''$ EAST 54.25 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 74.00 FEET TO THE EASTERLY LINE OF THIRD STREET; THENCE ALONG SAID EASTERLY LINE SOUTH $3^{\circ}10'56''$ EAST 564.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 488,019 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 11
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF SIXTEENTH STREET SOUTH $86^{\circ}49'04''$ WEST 409.75 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH $3^{\circ}10'56''$ WEST 922.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH $3^{\circ}10'56''$ WEST 280.40 FEET; THENCE NORTH $43^{\circ}41'53''$ WEST 108.13 FEET; THENCE SOUTH $3^{\circ}10'56''$ EAST 362.60 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 70.25 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 22,585 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 12
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF SIXTEENTH STREET SOUTH 86°49'04" WEST 409.75 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH 3°10'56" WEST 456.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 3°10'56" WEST 400.00 FEET; THENCE SOUTH 86°49'04" WEST 70.25 FEET; THENCE SOUTH 3°10'56" EAST 400.00 FEET; THENCE NORTH 86°49'04" EAST 70.25 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 28,100 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 13
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF SIXTEENTH STREET SOUTH $86^{\circ}49'04''$ WEST 409.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $3^{\circ}10'56''$ WEST 390.00 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 70.25 FEET; THENCE SOUTH $3^{\circ}10'56''$ EAST 375.68 FEET TO THE NORTHEASTERLY LINE OF SIXTH STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE SOUTH $43^{\circ}41'53''$ EAST 18.84 FEET TO THE NORTHERLY LINE OF SIXTEENTH STREET; THENCE ALONG SAID NORTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 58.01 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 27,310 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 14
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE OF THIRD STREET NORTH $3^{\circ}10'56''$ WEST 44.16 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE NORTH $86^{\circ}49'04''$ EAST 5.00 FEET TO THE BEGINNING OF A RADIAL CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 24.16 FEET; THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY 37.95 FEET ALONG SAID CURVE, THOUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$; THENCE RADIAL TO THE PRECEDING CURVE SOUTH $3^{\circ}10'56''$ EAST 20.00 FEET TO THE NORTHERLY LINE OF SIXTEENTH STREET; THENCE ALONG SAID NORTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 745.29 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH $3^{\circ}10'56''$ WEST 132.09 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 90.01 FEET; THENCE NORTH $3^{\circ}10'56''$ WEST 486.66 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 864.46 FEET TO THE EASTERLY LINE OF THIRD STREET; THENCE ALONG SAID EASTERLY LINE SOUTH $3^{\circ}10'56''$ EAST 574.59 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 522,167 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 15
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE NORTHERLY LINE OF MARIPOSA STREET (66.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF MARIPOSA STREET NORTH $86^{\circ}49'04''$ EAST 30.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 168.76 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH $3^{\circ}10'56''$ WEST 866.08 FEET TO THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE SOUTH $86^{\circ}49'04''$ WEST 141.79 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 44.21 FEET; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY 69.44 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$; THENCE TANGENT TO THE PRECEDING CURVE SOUTH $3^{\circ}10'56''$ EAST 74.04 FEET; THENCE SOUTH $1^{\circ}18'48''$ WEST 102.07 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 5.00 FEET TO THE EASTERLY LINE OF THIRD STREET; THENCE ALONG SAID EASTERLY LINE SOUTH $3^{\circ}10'56''$ EAST 322.08 FEET; THENCE LEAVING SAID EASTERLY LINE NORTH $86^{\circ}49'04''$ EAST 5.00 FEET; THENCE SOUTH $3^{\circ}39'35''$ EAST 120.00 FEET; THENCE SOUTH $3^{\circ}10'56''$ EAST 159.76 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 24.24 FEET; THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY 38.08 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$; THENCE RADIAL TO THE PRECEDING CURVE SOUTH $3^{\circ}10'56''$ EAST 20.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 166,983 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 16
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE OF SIXTEENTH STREET SOUTH $86^{\circ}49'04''$ WEST 100.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY LINE SOUTH $3^{\circ}10'56''$ EAST 433.04 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 280.00 FEET; THENCE SOUTH $3^{\circ}10'56''$ EAST 433.04 FEET TO THE NORTHERLY LINE OF MARIPOSA STREET (66.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE SOUTH $86^{\circ}49'04''$ WEST 100.17 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH $3^{\circ}10'56''$ WEST 49.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 245.00 FEET; THENCE NORTHERLY AND NORTHEASTERLY 110.30 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $25^{\circ}47'42''$; THENCE TANGENT TO THE PRECEDING CURVE NORTH $22^{\circ}36'46''$ EAST 18.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 380.00 FEET; THENCE NORTHEASTERLY AND NORTHERLY 171.08 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $25^{\circ}47'42''$; THENCE TANGENT TO THE PRECEDING CURVE NORTH $3^{\circ}10'56''$ WEST 527.57 FEET TO THE SOUTHERLY LINE OF SIXTEENTH STREET; THENCE ALONG SAID SOUTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 309.75 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 159,925 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 17
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF PENNSYLVANIA STREET (90.00 FEET WIDE) WITH THE NORTHERLY LINE OF MARIPOSA STREET (66.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE OF PENNSYLVANIA STREET NORTH $3^{\circ}10'56''$ WEST 556.59 FEET TO THE NORTHEASTERLY LINE OF SEVENTH STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE NORTH $43^{\circ}41'53''$ WEST 407.10 FEET TO THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 1100.64 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH $3^{\circ}10'56''$ EAST 515.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY 102.36 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $19^{\circ}32'59''$; THENCE SOUTH $86^{\circ}49'04''$ WEST 618.88 FEET; THENCE SOUTH $3^{\circ}10'56''$ EAST 250.02 FEET TO THE NORTHERLY LINE OF MARIPOSA STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH $86^{\circ}49'04''$ WEST 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 605,489 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF PENNSYLVANIA STREET (90.00 FEET WIDE) WITH THE NORTHERLY LINE OF MARIPOSA STREET (66.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE OF PENNSYLVANIA STREET NORTH $3^{\circ}10'56''$ WEST 400.04 FEET; THENCE LEAVING SAID EASTERLY LINE NORTH $86^{\circ}49'04''$ EAST 338.05 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH $86^{\circ}49'04''$ EAST 68.00 FEET; THENCE NORTH $3^{\circ}10'56''$ WEST 66.00 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 68.00 FEET; THENCE SOUTH $3^{\circ}10'56''$ EAST 66.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 4,488 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 18
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SEVENTH STREET (82.50 FEET WIDE) WITH THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF SIXTEENTH STREET NORTH $86^{\circ}49'04''$ EAST 602.85 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH $43^{\circ}42'19''$ WEST 894.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 988.28 FEET, AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH $46^{\circ}09'55''$ WEST; THENCE NORTHWESTERLY 204.27 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $11^{\circ}50'34''$ TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 985.50 FEET, AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH $57^{\circ}59'30''$ WEST; THENCE NORTHWESTERLY 199.80 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $11^{\circ}36'59''$; THENCE SOUTH $86^{\circ}49'04''$ WEST 557.36 FEET; THENCE NORTH $43^{\circ}41'53''$ WEST 162.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 166.00 FEET, AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH $28^{\circ}24'14''$ WEST; THENCE SOUTHWESTERLY 44.31 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $15^{\circ}17'39''$; THENCE SOUTH $46^{\circ}18'07''$ WEST 71.21 FEET TO THE NORTHEASTERLY LINE OF SEVENTH STREET; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH $43^{\circ}41'53''$ EAST 1426.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 648,253 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 19
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF PENNSYLVANIA STREET (90.00 FEET WIDE) WITH THE NORTHERLY LINE OF MARIPOSA STREET (66.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF MARIPOSA STREET NORTH $86^{\circ}49'04''$ EAST 280.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 25.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2116.15 FEET, AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH $75^{\circ}37'04''$ EAST; THENCE LEAVING SAID NORTHERLY LINE NORTHWESTERLY 115.20 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $3^{\circ}07'09''$; THENCE SOUTH $3^{\circ}10'56''$ EAST 112.34 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,489 SQUARE FEET, MORE OR LESS.

EXHIBIT A
CATELLUS PROPERTY
PARCEL 20
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF FOURTH STREET (102.50 FEET WIDE) WITH THE WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF THIRD STREET SOUTH 3°10'56" EAST 0.25 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 3°10'56" EAST 613.25 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH 86°49'04" WEST 1443.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 100.38 FEET; THENCE WESTERLY AND SOUTHWESTERLY 117.07 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 66°49'34"; THENCE SOUTH 86°49'04" WEST 165.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 144.75 FEET, AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 70°58'55" EAST; THENCE NORTHWESTERLY 179.41 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°00'48" TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 391.59 FEET, AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 66°26'49" WEST; THENCE NORTHEASTERLY 155.48 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°44'56"; THENCE TANGENT TO THE PRECEDING CURVE NORTH 46°18'07" EAST 669.35 FEET; THENCE SOUTH 43°41'53" EAST 327.00 FEET; THENCE SOUTH 46°18'07" WEST 21.08 FEET; THENCE NORTH 86°49'04" EAST 338.05 FEET; THENCE NORTH 3°10'56" WEST 288.88 FEET; THENCE SOUTH 46°18'07" WEST 272.34 FEET; THENCE NORTH 43°41'53" WEST 262.00 FEET; THENCE NORTH 46°18'07" EAST 750.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 440.00 FEET, AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 71°02'47" EAST; THENCE SOUTHEASTERLY 36.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°42'11"; THENCE NORTH 46°18'07" EAST 56.85 FEET TO THE SOUTHWESTERLY LINE OF FOURTH STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 43°41'53" EAST 683.39 FEET;

THENCE LEAVING SAID SOUTHWESTELRY LINE SOUTH 3°10'56" EAST 6.10 FEET;
THENCE NORTH 86°49'04" EAST 5.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,181,203 SQUARE FEET, MORE OR LESS.

EXHIBIT B TO FF

AMENDED PORT LAND TRANSFER AGREEMENT

DESCRIPTION OF AFFECTED AREA

EXHIBIT B TO FF
AMENDED
PORT LAND TRANSFER AGREEMENT
AFFECTED AREA PARCELS 9 & 9A
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF FOURTH STREET (102.50 FEET WIDE) WITH THE WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF THIRD STREET SOUTH $03^{\circ}10'56''$ EAST 0.25 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH $86^{\circ}49'04''$ EAST 360.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $03^{\circ}10'56''$ EAST 275.00 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 330.12 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 275.00 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 330.12 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 90,783 SQUARE FEET, MORE OR LESS.

EXHIBIT B TO FF
AMENDED
PORT LAND TRANSFER AGREEMENT
AFFECTED AREA PARCEL 10A
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF FOURTH STREET (102.50 FEET WIDE) WITH THE WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF THIRD STREET SOUTH $03^{\circ}10'56''$ EAST 338.50 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH $86^{\circ}49'04''$ EAST 360.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $03^{\circ}10'56''$ EAST 275.00 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 398.57 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 275.00 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 398.57 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 109,607 SQUARE FEET, MORE OR LESS.

EXHIBIT B TO FF
AMENDED
PORT LAND TRANSFER AGREEMENT
AFFECTED AREA PARCELS 26A & 28
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) WITH THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE OF ILLINOIS STREET NORTH 03°10'56" WEST 687.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE NORTH 86°49'04" EAST 514.45 FEET; THENCE NORTH 03°10'56" WEST 618.75 FEET; THENCE SOUTH 86°49'04" WEST 514.45 FEET TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE SOUTH 03°10'56" EAST 618.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 318,317 SQUARE FEET, MORE OR LESS.

EXHIBIT B TO FF
AMENDED
PORT LAND TRANSFER AGREEMENT
AFFECTED AREA PARCELS 30 & 32
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) WITH THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE NORTH 86°49'04" EAST 514.45 FEET; THENCE NORTH 03°10'56" WEST 618.75 FEET; THENCE SOUTH 86°49'04" WEST 514.45 FEET TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE SOUTH 03°10'56" EAST 618.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 318,317 SQUARE FEET, MORE OR LESS.

EXHIBIT GG

AMENDED PORT LAND TRANSFER AGREEMENT

PERMIT TO ENTER

THIS PERMIT TO ENTER (“Permit”) dated for reference purposes only as of _____, ____, is made by and between the [Insert the appropriate entity: the REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic of the State of California; the CITY AND COUNTY OF SAN FRANCISCO, a charter City and County; or the CITY AND COUNTY OF SAN FRANCISCO, acting by and through its PORT COMMISSION] (“Licensor”), and [Insert the appropriate entity: CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation, or its agents, designees or successors; or insert name of a permitted Transferee under the North OPA or South OPA, or its agents, designees or successors] (the “Permittee”). The capitalized terms used in this Agreement shall have the meanings set forth in the North OPA (hereinafter defined) or South OPA (hereinafter defined), as the context may require, unless otherwise defined herein.

THE PARTIES ENTER INTO THIS PERMIT based upon the following facts, understandings and intentions:

- A. The City and County of San Francisco (“City”) acting through its Board of Supervisors, has approved a Redevelopment Plan for the Mission Bay South Redevelopment Project by Ordinance No. 335-98 adopted on November 2, 1998 (“Mission Bay South Redevelopment Plan”) and a Redevelopment Plan for the Mission Bay North Redevelopment Project by Ordinance No. 327-98 adopted on Oct. 26, 1998 (“Mission Bay North Redevelopment Plan”) (the Mission Bay South Redevelopment Plan and the Mission Bay North Redevelopment Plan are sometimes hereinafter collectively referred to as the “Redevelopment Plans” and individually as a “Redevelopment Plan”). In cooperation with the City, pursuant to the Interagency Cooperation Agreements for each of the Mission Bay North and South Plan Areas (“Interagency Cooperation Agreements”), the Agency is in the process of implementing the Redevelopment Plans and the Plan Documents (as defined in the Redevelopment Plans) referred to in each of the Redevelopment Plans.
- B. Permittee and the Redevelopment Agency of the City and County of San Francisco (“Agency”) have entered into (i) that certain Mission Bay North Owner Participation Agreement (“North OPA”) approved by Agency Commission resolution No. 188-98 on 9/17/98 and (ii) that certain Mission Bay South Owner Participation Agreement (“South OPA”) approved by Agency Commission resolution No. 193-98 on 9/17/98, regarding the redevelopment of the Mission Bay North and South Plan Areas, as more particularly described therein. The North OPA and the South OPA are hereinafter collectively referred to as the “OPAs” and individually as an “OPA.”
- C. Permittee, when and if required by the OPAs, will construct open space, parks, streets and other Infrastructure on land owned or to be owned by the City or Port, and in the case of open space and parks, land leased by the City or Port to the Agency. In addition, the OPAs and Land Transfer Agreements (hereinafter defined) obligate Permittee to perform

certain environmental obligations with respect to City and Port owned property and with respect to certain property to be donated to the Agency for the development by the Agency or Qualified Affordable Housing Developers of Affordable Housing Units.

- D. Permittee, the City and the City and County of San Francisco acting by and through the Port Commission ("Port") have also entered into (i) that certain Amended and Restated City Land Transfer Agreement ("Amended CLTA") approved by Ordinance No. 330-98 of the Board of Supervisors on Oct. 26, 1998, (ii) that certain Amended and Restated Mission Bay Port Land Transfer Agreement ("Amended PLTA") approved by Ordinance No. 331-98 of the Board of Supervisors of the City on Oct. 26, 1998, and (iii) that certain Amended and Restated Agreement Concerning the Public Trust ("Amended ACTPT") to which the State of California is also a party, approved by Ordinance No. 332-98 of the Board of Supervisors of the City on Oct. 26, 1998. The Amended CLTA, Amended PLTA and Amended ACTPT are hereinafter collectively referred to as the "Land Transfer Agreements." The Land Transfer Agreements provide for the exchange of certain lands between Permittee and the City and Port, as applicable.
- E. The OPAs, the Interagency Cooperation Agreements and the Land Transfer Agreements all contemplate that from time to time the Agency, as tenant, and the City or Port, as applicable, as Landlord, will enter into or modify the Agency Lease for the purpose of facilitating the construction in phases of the public open space and parks contemplated under the OPAs, Redevelopment Plan and Plan Documents.
- F. The OPAs, Land Transfer Agreements, Interagency Cooperation Agreements and Agency Lease all contemplate that from time to time the Agency, City or Port, as applicable, shall, upon Permittee's request, enter into permits to enter affecting property owned by or leased to the City, Port or Agency, as applicable, for the purposes of allowing Permittee to (i) perform environmental Investigations and geotechnical testing, investigations and other physical inspections, (ii) perform Remediation and Responses, and (iii) construct Infrastructure, all as contemplated by the OPAs, and the Redevelopment Plans and Plan Documents.
- G. Permittee has requested that Licensor enter into this Permit for the purposes hereinafter specified in Section 2, covering the property described in Exhibit A attached hereto and incorporated herein ("Permit Area"), as contemplated by the **[OPAs, Land Transfer Agreements, Interagency Cooperation Agreements or Agency Lease; specify applicable document]**, upon the terms and conditions hereinafter provided.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, the parties hereby enter into this Permit, upon the terms and conditions hereinafter set forth:

1. **License.** Licensor hereby confers to Permittee and its agents, employees, officers, contractors and representatives ("Agents") a personal (except as hereinafter specifically provided), non-exclusive (except as hereinafter provided) and non-possessory right and license to enter upon and use the Permit Area for the purposes and subject to the terms,

conditions and restrictions set forth below; provided that, with respect to Open Space Parcels and New Street Parcels, no other Person shall be entitled to utilize the Permit Area, or shall be entitled to possession thereof during the term of this Permit (other than existing rights under nonexclusive easements for utilities) to the extent such utilization or possession would interfere with Permittee's activities hereunder. This Permit gives Permittee a license only and notwithstanding anything to the contrary herein, this Permit does not constitute a grant by Licensor of any ownership, leasehold, easement or other similar property interest or estate whatsoever in the Permit Area, or any portion thereof. The license granted by this Permit is irrevocable, except as specifically hereinafter provided.

2. **Use of Permit Area.** Permittee shall enter and use the Permit Area for the sole purpose of [insert appropriate clause: (i) installing and constructing Infrastructure in the Permit Area, in accordance with the terms of the applicable OPA, Redevelopment Plan and Plan Documents; (ii) performing environmental Responses or Remediation in the Permit Area in accordance with the terms of the Land Transfer Agreements, OPAs and/or Agency Lease, as applicable; or (iii) performing physical inspections and testing of the Permit Area, including, without limitation, environmental Investigations and geotechnical testing, investigations and inspections] (the "Permitted Acts"), as more particularly described on Exhibit B attached hereto and incorporated herein. If Permittee performs any inspections, studies, testing or investigation pursuant to this Permit, Permittee shall provide to Licensor a copy of any written reports received by Permittee documenting the results of such inspections, testing, investigations or studies.
3. **Installation of Facilities.**
 - (a) **Permits and Approvals.** Before beginning any work in the Permit Area, Permittee shall obtain any and all permits, licenses and approvals (collectively, "Approvals") of all City Agencies, if any, and any other governmental agencies having or claiming jurisdiction over the Permit Area, that are required to commence the Permitted Acts, and thereafter shall obtain all Approvals required to complete the Permitted Acts, and also shall comply with the applicable requirements of the Financing Plan (if applicable) in connection with such work. Promptly upon receipt of such Approvals, if any, Permittee shall deliver copies of all Approvals to Licensor, to the extent Licensor was not the entity issuing the applicable Approvals. Licensor shall cooperate with Permittee, at no cost to Licensor, to the extent necessary to obtain such Approvals, subject to the limitations of the OPAs and the Interagency Cooperation Agreements, as applicable.
 - (b) **Exercise of Due Care.** Permittee shall use, and shall cause its Agents to use, due care at all times in performing the Permitted Acts to avoid any damage or harm to Licensor's property and any facilities, in, under, or on the Permit Area, unless

such property or facilities are to be demolished, removed or replaced in connection with the Permitted Acts.

4. **Term of Permit.** The license conferred to Permittee pursuant to this Permit shall commence on the Effective Date (as defined in Section 25 below) and shall expire on _____, _____ **[insert reasonable period to complete Permitted Acts]**; provided, however, that the term of this Permit shall automatically be extended for such additional period as may be required by Permittee, if Permittee is diligently proceeding with the Permitted Acts and if the failure to complete the Permitted Acts is the result of Unavoidable Delay, or, in the case of Infrastructure, if such Infrastructure has not yet been acquired by the City or other public agency that will own or operate such Infrastructure pursuant to the Interagency Cooperation Agreements and the applicable OPA (including the Financing Plan). If Permittee fails to comply with any of the terms or conditions of this Permit and cure such noncompliance within ten (10) business days after receipt of written notice of noncompliance by Permittee (or in the case of Permittee's failure to comply with any obligation that cannot reasonably be cured within such period, in the event Permittee does not commence a cure within such period and diligently pursue such cure to completion), Licensor may, without limiting any of its other rights and remedies, revoke this Permit. Upon termination or revocation of this Permit, Permittee shall surrender the Permit Area to Licensor in the condition required under Section 9.
5. **Insurance.**
- (a) **Coverages.** Permittee shall maintain or cause its Agents performing the Permitted Acts to maintain or cause to maintain, throughout the term of this Permit, at no cost to Licensor, insurance as follows:
- (i) Comprehensive or commercial general liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including contractual liability, independent contractors, broad-form property damage, personal injury, products and completed operations.
- (ii) Workers' compensation insurance with employers' liability not less than \$1,000,000 each accident.
- (iii) Comprehensive or business automobile liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including owned, non-owned and hired vehicles, if Permittee uses or causes to be used vehicles in connection with its use of the Permit Area.
- (b) **General Requirements.** All insurance provided for under this Permit shall be effected under valid enforceable policies issued by insurers of recognized responsibility having a rating of at least A:-VII in the most current edition of Best's Insurance Reports, or otherwise acceptable Licensor.

(i) Should any of the required insurance be provided under a claims-made form, Permittee or Permittee's Agents performing the Permitted Acts shall maintain or cause to be maintained such coverage continuously throughout the term hereof and, without lapse, for a period of one (1) year beyond the expiration or termination of this Permit, to the effect that, should occurrences during the term give rise to claims made after expiration or revocation of this Permit, such claims shall be covered by such claims-made policies.

(ii) Should any of the required insurance be provided under form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified.

(iii) General and automobile liability insurance policies shall be endorsed or otherwise provide the following:

(1) Show Permittee or Permittee's Agents performing the Permitted Acts as the named insured and **[insert applicable party: the City, the Agency or the Port; if Agency is issuing party, and property is City or Port Property, City or Port should also be named]** and its commissions, boards, departments, officers, agents and employees, as additional insureds, as their respective interests may appear hereunder.

(2) That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Permit, and that insurance applies separately to each insured against whom claim is made or suit is brought. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

(3) All policies shall be endorsed to provide thirty (30) days' advance written notice to Licensor of cancellation mailed to the address(es) for Licensor set forth in Section 23, except in the case of cancellation for nonpayment of premium, in which case cancellation shall not take effect until ten (10) days prior written notice has been given. Permittee covenants and agrees to give Licensor reasonable notice in the event that it learns or has any reason to believe that any such policy may be canceled or that the coverage of any such policy may be reduced.

(c) **Proof of Insurance**. Permittee shall deliver to Licensor certificates of insurance in form reasonably satisfactory to Licensor, evidencing the coverages required hereunder, on or before the Effective Date of this Permit ("Evidence of

Insurance”), and Permittee shall provide Licensor with Evidence of Insurance thereafter before the expiration dates of expiring policies. In addition, Permittee shall deliver to Licensor complete copies of the relevant policies upon request therefor from Licensor. If Permittee shall fail to procure such insurance, or fails to deliver Evidence of Insurance as required herein, and such failure continues for more than ten (10) days following written notice from Licensor to Permittee, Licensor may, at its option, procure the same for the account of Permittee, and the reasonable cost thereof shall be paid to Licensor within thirty (30) days after delivery to Permittee of bills therefor. Licensor shall notify Permittee within thirty (30) days of its receipt of Evidence of Insurance whether Evidence of Insurance is not acceptable to Licensor.

(d) Notwithstanding anything to the contrary in this Permit, Permittee’s compliance with this Section 5 shall in no way relieve or decrease liability of Permittee under Section 12 below, or any other provision of this Permit.

6. **Compliance with Laws.** Permittee shall, at its expense, conduct and cause to be conducted all Permitted Activities on the Permit Area in a safe and reasonable manner and in compliance with all Laws (including, without limitation, the Americans with Disabilities Act) whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Nothing contained in this Section 6 shall, however, be deemed to modify or expand Permittee’s obligations under Section 13 of this Permit with respect to Hazardous Substances or any of Permittee’s obligations under the Environmental Investigation and Response Programs (“EIRPs”) attached to the OPAs, and to the extent of any inconsistency between this Section 6 and Section 13 and the EIRPs, Section 13 and the EIRPs shall control. In addition, to the extent of any inconsistency between Section 13 and the EIRPs, the EIRPs shall control. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the Permit Area any and all Approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that Licensor is entering into this Permit in its capacity as a property owner with a proprietary interest or as a tenant with a leasehold interest in the Permit Area and not as a regulatory agency with police powers. Permittee further understands and agrees that no approval by Licensor for purposes of this Permit shall be deemed to constitute approval of any federal, state, City Agency (except for the specific approvals expressly granted by Licensor herein) or other local regulatory authority with jurisdiction).
7. **Covenant to Maintain Permit Area.** In connection with its use hereunder, Permittee shall at all times, at its sole cost, maintain the Permit Area in a safe and secure condition, to the extent the Permit Area may be affected by Permittee’s activities hereunder.
8. **Signs.** Except for construction signs (which may include informational signs identifying Permittee as the developer of the applicable Improvements, if any; provided that any such informational signage shall be subject to the approval of Licensor, not to be unreasonably withheld, conditioned or delayed), temporary safety and warning signs, or any signs

contemplated by the OPAs, Redevelopment Plan or Plan Documents, or otherwise approved by City Agencies or the Agency in connection with the Approvals, Permittee shall not place, erect or maintain any sign, advertisement, banner or similar object on the Permit Area.

9. **Surrender.** Except as specifically provided in this Section 9, upon the expiration of this Permit or within ten (10) days after any sooner revocation or other termination of this Permit, Permittee shall surrender the Permit Area, [insert the appropriate language: **(i) if the Permit is for environmental Investigation or Response Measures, insert “in substantially the condition the Permit Area was in prior to the Effective Date, including but not limited to (i) closing wells in accordance with applicable Environmental Laws, (ii) filling in borings, and (iii) removal, or other disposition consistent with the Risk Management Plans and the EIRPs, of stockpiles of soil created by Permittee under the Permit, except for (x) conditions created or exacerbated by any person or entity other than Permittee or its Agents, (y) any monitoring wells required by the RWQCB to remain in the Permit Area as part of obtaining Final Site Clearance, or (z) any other measures, structures, or changes to the Permit Area contemplated by the [Redevelopment Plan] or as required by the Risk Management Plan or the RWQCB to remain in place on the Permit Area, or (ii) if the Permit is for construction of Infrastructure, insert “in a good, clean and sightly condition, free from hazards and clear of all debris, with all property of Permittee (other than Infrastructure) removed and all damage caused by the removal repaired.”]** Notwithstanding the foregoing, Permittee shall have no obligation to restore any damage resulting from reasonable wear and tear, casualty not caused by Permittee or its Agents, or condemnation. The obligations of Permittee under this Section 9 shall survive the termination of this Permit.

10. **Licensor’s Right to Cure Defaults by Permittee.** If Permittee fails to perform its obligations, if any, under this Permit to restore the Permit Area, or to repair damage to the Permit Area, or if Permittee defaults in the performance of any of its other obligations under this Permit, then Licensor may, at its sole option, remedy such failure for Permittee’s account and at Permittee’s expense by providing Permittee ten (10) business days’ prior written notice of Licensor’s intention to cure such default (except that no such prior notice shall be required in the event of an emergency as reasonably determined by Licensor), except in the case of the construction of Infrastructure, if such remedy would be inconsistent with the remedies in or terms and conditions of any subdivision improvement agreement regarding such Infrastructure. Such action by Licensor shall not be construed as a waiver of any rights or remedies of Licensor under this Permit, and nothing herein shall imply any duty of Licensor to do any act that Permittee is obligated to perform. Permittee shall pay to Licensor within ten (10) days following Licensor’s written demand, all reasonable, out of pocket costs and expenses incurred by Licensor, including, without limitation, reasonable attorneys’ fees, in remedying or attempting to remedy such default, and Permittee's obligation to pay such sums shall not be limited by

the provisions of Section 26 of this Permit. Permittee's obligations under this Section 10 shall survive the termination of this Permit.

11. **No Costs to Licensor.** Except as otherwise provided in the OPAs, Redevelopment Plan or Plan Documents, Permittee shall bear all costs or expenses of any kind or nature in connection with its use of the Permit Area. Permittee shall keep the Permit Area free and clear of any liens or claims of lien arising out of or in any way connected with Permittee's use of the Permit Area.

12. **Indemnity.**

(a) **General Indemnification.**

(i) Except as hereinafter specifically provided, Permittee shall indemnify, defend and hold harmless Licensor, its commissions, departments, boards, officers, agents, employees, permittees and contractors and each of them, from and against any and all claims, demands, losses, liabilities, damage, liens, obligations, interest, injuries, penalties, fines, lawsuits or other proceedings, judgments and awards and costs and expenses (including reasonable attorneys' fees and costs and consultant fees and costs and court costs) of whatever kind or nature, known or unknown, contingent or otherwise, including the reasonable costs to the Licensor of carrying out the terms of any judgment, settlement, consent, decree, stipulated judgment or other partial or complete termination of an action or procedure that requires the Licensor to take any action (collectively, "Indemnified Claims") arising in any manner out of (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the Permit Area, or any part thereof, whether the person or property of Permittee or its Agents, their invitees, guests or business visitors (collectively, "Invitees"), or third persons, resulting from any use or activity by Permittee or its Agents under this Permit, (b) any failure by Permittee to faithfully observe or perform any of the terms, covenants or conditions of this Permit, or (c) the use of the Permit Area or any activities conducted thereon under this Permit by Permittee, its Agents or Invitees. The foregoing indemnity shall exclude any Indemnified Claims to the extent they result from the negligence or willful or other actionable misconduct of Licensor or its Agents or Invitees. Permittee's obligations under this Section 12 shall survive the expiration or other termination of this Permit. The Owner agrees to defend the indemnified parties against any claims that are actually or potentially within the scope of the indemnity provisions of this instrument, even if such claims may be groundless, fraudulent or false.

(ii) The agreement to indemnify, defend and hold harmless set forth in Section 12(a) is in addition to, and in no way shall be construed to limit or replace, any other obligations or liabilities which Permittee may have to Licensor in the OPAs, the Land Transfer Agreements or this Permit, at common law or

otherwise except as same may be limited by the provisions of the OPAs, Land Transfer Agreements or this Permit.

- (iii) Licensor agrees to give prompt notice to Permittee with respect to any suit or claim initiated or threatened against Licensor, and in no event later than the earlier of (a) ten (10) days after valid service of process as to any filed suit or (b) fifteen (15) days after receiving notification of the filing of such suit or the assertion of such claim, which Licensor has reason to believe is likely to give rise to a claim for indemnity hereunder. If prompt notice is not given to Permittee, then Permittee's liability hereunder shall terminate as to the matter for which such notice is not given, provided that failure to notify Permittee shall not affect the rights of Licensor or the obligations of Permittee hereunder unless Permittee is prejudiced by such failure, and then only to the extent of such prejudice. Permittee, at its option but subject to the reasonable consent and approval of Licensor, shall be entitled to control the defense, compromise or settlement of any such matter through counsel of Permittee's own choice; provided, however, that in all cases Licensor shall be entitled to participate in such defense, compromise or settlement at its own expense. If Permittee shall fail, however, in Licensor's reasonable judgment, within a reasonable time following notice from Licensor alleging such failure, to take reasonable and appropriate action to defend, compromise or settle such suit or claim, Licensor shall have the right promptly to hire counsel at Permittee's sole expense to carry out such defense, compromise or settlement, which expense shall be immediately due and payable to Licensor upon receipt by Permittee of a properly detailed invoice therefor.
- (b) Permittee shall not permit any mechanics' or materialmen's liens to be levied against the Permit Area for any labor or material furnished to Permittee or claimed to have been furnished to Permittee or to Permittee's Agents in connection with the installation of Infrastructure by Permittee and Permittee shall hold Licensor free and harmless from any and all mechanics' or materialmen's liens connected with or arising from the installation of Infrastructure.
- (c) For purposes of Section 12(a), Permittee's operations and activities include but are not limited to those of its Agents.
- (d) Nothing in this Section 12 or elsewhere in this Permit shall require Permittee to defend, indemnify or hold harmless Licensor or any of its commissions, departments, boards, officers, agents or employees from any Indemnified Claims resulting from the discovery or disclosure of Hazardous Substances on, in, under or about the Permit Area or shall serve to modify or increase any obligations of Permittee or Licensor under Section 13 or the EIRPs with respect to any Hazardous Substances on, about or under the Permit Area, it being the intention of the Parties, that Section 13 and the EIRPs shall govern the rights and obligations of the Parties with respect to Remediation and Response measures for Hazardous Substances in, on or about the Permit Area in connection with the Permitted Acts.

13. **Implementation of Environmental Investigation and Response Measures.**

(a) **Definitions.** As used in this Section 13, the following terms shall have the following meanings:

- (1) "Claims" means all claims, costs, damages (including consequential damages, fines, judgments, penalties, losses, demands, liabilities or expenses including, without limitation, personal injury claims; payment of liens; sums paid in settlement of claims; fees of attorneys, consultants, and experts; the capital and operating costs of any Investigation or Remediation; loss of use or damages; loss of profits, rentals or other business opportunities or property losses; increased development costs; and damages to natural resources or to property.
- (2) "Community Facilities Parcels" shall mean the School/Fire Station, the School Site and the School Play Yard.
- (3) "Construction" means construction of the Initial Permanent Improvements, starting with groundbreaking in connection with the commencement of physical construction of such improvements and ending with the completion of physical construction for Open Space and Street Parcels and issuance of a Certificate of Occupancy for the Affordable Housing Parcels.
- (4) "Environmental Laws" means all federal, state and local laws, regulations, ordinances, and judicial and administrative directives, orders and decrees dealing with or pertaining to solid or hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substances use or storage, and community right-to-know requirements related to the work being performed under this Permit.
- (5) "Existing Street Parcels" means those existing (public or private) streets or portions thereof in the South Plan Area and the North Plan Area, as more particularly described in the North OPA and the South OPA which the City owns, that will remain streets and whose ownership will not be transferred under the Land Transfer Agreements. Existing Street Parcels are those portions of the following streets existing on August 1, 1998 that will not be transferred: Third Street, Fourth Street, Berry Street, Townsend Street, King Street, Seventh Street, a portion of Sixteenth Street, a portion of Terry Francois Boulevard, Mariposa Street, Pennsylvania Street, a portion of Owen Street, a portion of Illinois Street, and a portion of Mission Rock Street, as more particularly identified on Exhibit C.
- (6) "Final Site Clearance" means a written statement from the RWQCB providing that the environmental condition of a parcel is appropriate for its designated uses as set forth in the Redevelopment Plan and Plan Documents, and that no

further Investigation or Response is required other than that specified in the RMP or is imposed in a recorded Environmental Covenant and Restriction under the Cal. Civ. Code §1471 or other institutional controls approved by the RWQCB. An environmental Certification of Completion issued by the RWQCB under Cal. Health & Safety Code §25264 shall be deemed to be the equivalent of Final Site Clearance; provided, however, that Final Site Clearance may be issued by the RWQCB in the absence of a Certificate of Completion.

- (7) "Hazardous Substance(s)" means any substance, material or waste that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment, including, but not limited to petroleum, petroleum-based products, natural gas, or any substance, material, or waste that is or shall be listed, regulated or defined by federal, state or local statute, regulation, rule, ordinance or other governmental requirement to be hazardous, acutely hazardous, extremely hazardous, toxic, radioactive, biohazardous, infectious, or otherwise dangerous.
- (8) "Investigate" or "Investigation" when used with reference to Hazardous Substances means any activity undertaken to determine the nature and extent of Hazardous Substances that may be located in, on, under or about the property or which have been, are being, or are threatened to be Released into the environment.
- (9) "New Street Parcels" means that portion of Berry Street between King Street and Mall Street (adjacent to Seventh Street), and a portion of the King Street frontage road, to be dedicated as public streets, a portion of Sixteenth Street, South Street, Fourth Street from the South Commons to Mariposa Street, and a portion of Terry Francois Boulevard, as more particularly identified on Exhibit C.
- (10) "Open Space Parcels" means parcels which shall be improved as open space as parks and recreation purposes.
- (11) "Regional Water Quality Control Board" or "RWQCB" means the Regional Water Quality Control Board for the San Francisco Bay Region, its Executive Officer, or staff authorized to make decisions regarding the subject at issue.
- (12) "Release" when used with respect to a Hazardous Substance means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of the Hazardous Substance into the environment.

(13)“Response” or “Respond” or “Remediate” when used in a reference to Hazardous Substances means any activity undertaken to cleanup, remove, contain, treat, stabilize, monitor, or otherwise control or manage, including to manage in place, the Hazardous Substance.

(14)“Risk Management Plan” or “RMP” means a written plan approved by the RWQCB meeting the requisites of Sections 8.2.1 and 8.2.3 of the Amended CLTA.

(15)“Street Parcels” means the Existing Street Parcels and the New Street Parcels.

- (b) In Permittee’s performance of the Permitted Acts set forth in Exhibit B, Permittee will comply with all applicable Environmental Laws and all applicable sections of the RWQCB-approved RMP and applicable laws, including Article 20 of the Public Works Code. Notwithstanding any other provision of this Permit, Permittee shall have no obligation to perform Investigation or Response measures more extensive or more stringent than those required by the RWQCB to obtain Final Site Clearance.
- (c) Permittee shall defend, hold harmless and indemnify Licensor, and its officers, agents, employees, permittees and contractors and, if Licensor is a tenant, Permittee shall also defend, hold harmless and indemnify the property owner and its officers, agents, employees, permittees and contractors, from and against any and all Claims resulting from any Release or threatened Release of a Hazardous Substance to the extent that such Release or threatened Release is directly created or aggravated by the specific activities undertaken by Permittee pursuant to this Permit or by any breach of or failure to duly perform or observe any term, covenant or agreement in this Permit to be performed or observed by Permittee including, but not limited to, any violation of any Environmental Law caused by Permittee’s performance or any violation by Permittee of the applicable provisions of the RWQCB-approved RMP; provided, however, that Permittee shall have no liability, nor any obligation to defend, hold harmless or indemnify any person for any such Claim resulting (i) from the discovery or disclosure of any pre-existing condition, (ii) from the movement of soil or groundwater or other activity undertaken by Permittee, which concerns Hazardous Substances existing prior to Permittee’s entry upon the Permit Area so long as such movement or activity is consistent with the RMP, or (iii) resulting from the negligence or willful or other actionable misconduct of Permittee or its agents or invitees. Permittee’s obligations under this Section 13(c) shall survive the expiration or other termination of this Permit. In addition, the terms and conditions of Sections 12(a)(ii) and (iii) of this Permit shall govern the indemnity set forth in this Section 13(c), and are incorporated herein by this reference.

(d) **Environmental Releases.**

(i) **Licensor Release.**

The following release extends to any Permit Area which is on an Open Space Parcel, Street Parcel or Community Facilities Parcel to the extent that Licensor has not already provided a release of liability to Permittee in the Amended CLTA or the Catellus Lease. For any particular Permit Area, the release shall take effect for such Permit Area upon the issuance of a Permit to Enter from the Agency or City.

Licensor, for itself and its agents, affiliates, successors and assigns, hereby releases and forever discharges Permittee and its shareholders, officers, directors, agents, consultants, affiliates, predecessors, successors, lenders, managers, tenants, servants, employees, invitees, guests, and assigns (collectively, "Permittee Entities") from any and all Claims at law or in equity, whether direct or indirect, foreseen or unforeseen, or known or unknown at the time of this Permit, which Licensor has or may have in the future, arising out of, or in any way connected with, the environmental or physical condition of the Permit Area, or any law or regulation applicable thereto. Notwithstanding the foregoing, the release set forth in the immediately preceding sentence shall not extend to: (i) any Claim against Licensor arising out of Permittee's failure to perform actions or negligent performance of actions specified in the North EIRP or South EIRP or this Permit for which Permittee has responsibility, (ii) any Claim against Licensor, or its officers, tenants, lenders, managers, employees, agents, consultants, assigns, invitees, and guests (collectively, "Licensor Entities") asserted by any third party alleging injury or damage from acts, omissions, agreements or undertakings by any Permittee Entities, (iii) any Claim arising out of a Hazardous Substance which originates on land owned by Permittee and which first migrates onto the Permit Area after Permittee obtains Final Site Clearance for it, (iv) any Claim asserted against Licensor Entities by any private party in a citizen's suit capacity, (v) any Claim based on or arising from an obligation under a separate written agreement between the Parties, (vi) any Claim asserted against Licensor Entities by any governmental entity or agency, or (vii) any Claim asserted by the City in its regulatory capacity, except that Licensor acknowledges that pursuant to Cal. Health & Safety Code §25264(c), no state or local agency (including Licensor) may take action against Permittee for hazardous materials releases at the Premises once a Certificate of Completion is issued for such parcels under Cal. Health & Safety Code §25264(b) unless provided otherwise in Cal. Health & Safety Code §25264(c).

Except as expressly excluded above, the foregoing release includes all Claims, whether direct or indirect, foreseen or unforeseen, or known or unknown at the time of the Permit, which arise out of (i) the need or alleged need for

additional Investigation or Remediation on the Permit Area, and (ii) Investigation or Remediation arising from the presence of Hazardous Substances on, or originating on and migrating from, the Permit Area, or other environmental conditions of the Permit Area, whether such conditions or Hazardous Substances existed prior to or subsequent to Permittee's entry. Except as set forth in this Section 13(d), Licensor expressly waives any rights or benefits available to it under the provisions of Section 1542 of the California Civil Code, which provides as follows:

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

Licensor hereby specifically acknowledges that it has carefully reviewed this release and discussed its import with legal counsel and that the provisions of this release are a material part of the Permit.

In the event that Permittee is not Catellus Development Corporation, a Delaware corporation, and subject to Catellus Development Corporation's execution of the release of Licensor Entities in Section 13(d)(ii) below, then Licensor, on behalf of itself and its agents, affiliates, successors and assigns, agrees that, in addition to Permittee Entities, the release in this Section 13(d)(i) shall extend also to Catellus Development Corporation and its shareholders, officers, directors, agents, consultants, affiliates, predecessors, successors, lenders, managers, tenants, servants, employees, invitees, guests, and assigns ("Catellus Entities"). Licensor also makes the same express waiver of rights and benefits regarding Claims against Catellus Entities as it does for Claims against Permittee Entities in this Section 13(d)(i).

[Licensor initials]

(ii) Permittee Release.

The following release extends to any Permit Area which is on an Open Space Parcel, Street Parcel or Community Facilities Parcel to the extent that Permittee has not already provided a release of liability to Licensor in the Amended CLTA or the Catellus Lease. For any particular Permit Area, the release shall take effect for such parcel upon the issuance of a Permit to Enter from the Agency or City.

The Permittee, for itself and its agents, affiliates, successors and assigns, hereby releases and forever discharges the Licensor Entities from any and all Claims at law or in equity, whether direct or indirect, foreseen or unforeseen, or known or unknown at the time of this Permit, which Permittee has or may have in the future, arising out of, or in any way connected with, the environmental or physical condition of the Permit Area, or any law or regulation applicable thereto. Notwithstanding the foregoing, the release set forth in the immediately preceding sentence shall not extend to: (i) any Claim against Permittee arising out of the failure of Licensor Entities to perform actions or negligent performance of actions specified in this Permit for which the Licensor Entities have responsibility, (ii) any Claim against Permittee Entities asserted by any third party alleging injury or damage from acts, omissions, agreements or undertakings by any Licensor Entities, (iii) any Claim arising out of a Hazardous Substance which originates on land owned by a Licensor Entity and which first migrates onto the Permit Area after Permittee obtains Final Site Clearance for it, (iv) any Claim asserted against the Permittee Entity by any private party in a citizen's suit capacity, (v) any Claim based on or arising from an obligation under a separate written agreement between the Parties, (vi) any Claim asserted against the Permittee Entities by any governmental entity or agency, or (vii) any Claim against the Permittee Entities by the Licensor Entities in its regulatory capacity, except that the Licensor acknowledges that pursuant to Cal. Health & Safety Code §25264(c), no state or local agency (including the Licensor) may take action against the Permittee for hazardous materials releases at the Permit Area once a Certificate of Completion is issued for such Permit Area under Cal. Health & Safety Code §25264(b) unless provided otherwise in Cal. Health & Safety Code §25264(c).

Except as expressly excluded above, the foregoing release includes all Claims, whether direct or indirect, foreseen or unforeseen, or known or unknown at the time of the Permit, which arise out of (i) the need or alleged need for additional Investigation or Remediation on the Permit Area, and (ii) Investigation or Remediation arising from the presence of Hazardous Substances on, or originating on and migrating from, the Permit Area, or other environmental conditions of the Permit Area, whether such conditions or Hazardous Substances existed prior to or subsequent to a Licensor Entity's grant of the Permit. Except as set forth in this Section 13(d), the Permittee expressly waives any rights or benefits available to it under the provisions of Section 1542 of the California Civil Code, which provides as follows:

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

The Permittee hereby specifically acknowledges that it has carefully reviewed this release and discussed its import with legal counsel and that the provisions of this release are a material part of the Permit.

In the event that Catellus Development Corporation, a Delaware corporation, is not the Permittee, and if Catellus Development Corporation executes the release in this Section 13(d)(ii) by signing below, then Catellus Development Corporation, for itself and its affiliates, successors and assigns, agrees that it is providing the same release to Licensor Entities as Permittee is providing to Licensor Entities in this Section 13(d)(ii). Catellus Development Corporation also makes the same express waiver of rights and benefits regarding Claims against Licensor Entities as provided by Permittee in this Section 13(d)(ii).

[Permittee initials]

Catellus Development Corporation

By: _____

Its: _____

14. **No Assignment.** This Permit is personal (except as hereinafter provided) to Permittee and shall not be Transferred by Permittee under any circumstances, except that this Permit may be Transferred by Permittee in connection with any Transfer permitted under the OPAs or Land Transfer Agreements (including, without limitation, an assignment to a Mortgage). Any attempt to Transfer this Permit in violation of the immediately preceding sentence shall be null and void and cause the immediate termination and revocation of this Permit.
15. **Non-Liability of Licensor Officials, Employees and Agents.** Notwithstanding anything to the contrary in this Permit, no elective or appointive board, commission, member, officer, employee or agent of Licensor shall be personally liable to Permittee, its successors and assigns, in the event of any default or breach by Licensor or for any obligation of Licensor under this Permit, nor shall any officer, director, shareholder, partner or employee of Permittee be personally liable to Licensor, its successors or assigns, in the event of any default or breach by Permittee or for any obligation of Permittee under this Permit.
16. **No Joint Venturers or Partnership; No Authorization.** This Permit does not create a partnership or joint venture between Licensor and Permittee as to any activity conducted

by Permittee on, in or relating to the Permit Area. Permittee is not a State actor with respect to any activity conducted by Permittee on, in, or under the Permit Area. Except as provided in this Permit, the giving of this Permit by Licensor does not constitute authorization or approval by Licensor of any activity conducted by Permittee on, in or relating to the Permit Area.

[Sections 17, 19, 21 and 22 are to be included only in each Permit to Enter between Permittee and the City and/or the Port and will not appear in any Permit to Enter between Catellus and the Agency.]

17. **MacBride Principles - Northern Ireland.** The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Permittee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.
18. **Non-Discrimination.** Permittee shall not, in the operation and use of the Permit Area, discriminate against any person or group of persons solely because of race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or acquired immune deficiency syndrome (AIDS) or AIDS related condition (ARC). The provisions of Chapters 12B and 12C of the San Francisco Administrative Code, relating to nondiscrimination by parties contracting with the City and County of San Francisco, are incorporated herein by reference and made a part hereof as though fully set forth herein. Permittee agrees to comply with all of the provisions of such Chapters 12B and 12C that apply to parties contracting with the City and County of San Francisco.
19. **Tropical Hardwoods and Virgin Redwoods.** The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood wood product or any virgin redwood or virgin redwood wood product.
20. **Taxes.** Permittee agrees to pay taxes of any kind, including possessory interest taxes, if any, in the event that this Permit creates a possessory interest subject to property taxation, that may be lawfully assessed on Permittee's interest under this Permit or use of the Permit Area pursuant hereto and to pay any other taxes, excises, licenses, permit charges or assessments based on Permittee's usage of the Permit Area that may be imposed upon Permittee by applicable law. Permittee shall pay all such charges when they become due and payable and before delinquency. Nothing in this Section 20 shall be construed as indicating an intent to create a possessory interest subject to taxation, and Licensor agrees that it will cooperate with Permittee in efforts to lawfully minimize or avoid any such assessments.

21. **Burma (Myanmar) Business Prohibition.** Permittee is not the government of Burma (Myanmar), a person or business entity organized under the laws of Burma (Myanmar) or a “prohibited person or entity” as defined in Section 12J.2(G) of the San Francisco Administrative Code. Licensor reserves the right to terminate this Permit due to a default if Permittee violates the terms of this Section 21. Chapter 12J of the San Francisco Administrative Code is hereby incorporated by reference as though fully set forth herein. The failure of Permittee to comply with any of its requirements shall be deemed a material breach of this Permit. In the event that Permittee fails to comply in good faith with any of the provisions of Chapter 12J of the San Francisco Administrative Code, Permittee shall be liable for liquidated damages for each violation in the amount of One Thousand Dollars (\$1,000). Permittee acknowledges and agrees that the liquidated damages assessed shall be payable to Licensor upon demand and may be set off against any moneys due to Permittee from Licensor pursuant to any contract with Licensor.
22. **Prohibition of Tobacco Advertising.** Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City and/or Port, including the property which is the subject of this Permit. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.
23. **Notices.** Except as otherwise expressly provided herein, any notices given under this Permit shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail with a return receipt requested or overnight courier, addressed as follows:

Licensor:

Permittee: Catellus Development Corporation
201 Mission Street, Second Floor
San Francisco, California 94105
Attn: Mission Bay Development Office
Telefacsimile: 415/974-4613

With a copy to: Catellus Development Corporation
201 Mission Street, Second Floor
San Francisco, California 94105
Attn: General Counsel
Telefacsimile: 415/974-4613

and: Coblentz, Patch, Duffy & Bass, LLP
222 Kearny Street, 7th Floor
San Francisco, California 94108
Attention: Pamela S. Duffy, Esq.
Telefacsimile: 415/989-1663

Notices herein shall be deemed given three (3) days after the date when they shall have been mailed if sent by first class or certified mail, one (1) day after the date when sent by overnight courier, or upon the date personal delivery is made.

24. **General Provisions.** (a) This Permit may not be amended or modified except by a written instrument signed by an officer or other authorized representative of all parties hereto. (b) No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by the party granting the waiver, and only to the extent expressly provided in such written waiver. (c) All approvals and determinations of Licensor required or permitted hereunder may be made in the reasonable discretion of Licensor. (d) This instrument and the North OPA, South OPA, Redevelopment Plans, Agency Lease and/or Land Transfer Agreements, as applicable (including the Attachments and Exhibits thereto), contain the entire agreement between the parties concerning this Permit and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. (f) Time is of the essence. (g) This Permit shall be governed by California law [**insert only in Permits issued by Port and City: "and the City's Charter"**]. (h) If either party institutes any action or proceeding in court or before an arbitrator to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Permit, the prevailing party shall be entitled to receive from the other party court or arbitration costs or expenses incurred by the prevailing party including, without limitation, expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as the court or arbitrator may judge to be reasonable attorneys' fees for the services rendered to the prevailing party in such action or proceeding. Attorneys' fees under this Section 24 include attorneys' fees on any appeal and in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. For purposes of this Permit, reasonable fees of attorneys and any in-house counsel for Licensor or Permittee shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for which Licensor's or Permittee's in-house counsel's services were rendered who practice in the City and law firms with approximately the same number of attorneys as employed by Licensor or in the case of Permittee's in-house counsel, as employed by the outside counsel for Permittee. (i) The obligations of each Permittee hereunder shall be joint and several. (j) Permittee may not record this Permit or any memorandum hereof. (k) Subject to the limitations on assignments or other transfers by Permittee hereunder, this Permit shall be binding upon

and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (l) This Permit may be executed in counterparts. **[insert if Agency issues Permit: (m) City is an intended third party beneficiary of this Permit, including the indemnification provisions contained herein.]**

25. **Effective Date; Approval.** This Permit shall become effective on the date (the "Effective Date") upon which the parties hereto have duly executed and delivered this Permit.
26. **Monetary Damages.** Licensor and Permittee have determined that monetary damages generally are inappropriate and it would be extremely difficult and impractical to fix or determine the actual damages arising to either as a result of a breach or default hereunder and that equitable remedies and remedies at law not including damages are particularly appropriate remedies for enforcement of this Permit. Except as otherwise provided herein to the contrary (and then only to the extent of actual damage and not consequential or special damages), neither Licensor nor Permittee would have entered into this Permit if either were to be liable in damages under or with respect to this Permit. Consequently, the parties have agreed that no party shall be liable in damages to the other, to any other Permittee or Transferee, or any other Person, and each covenants not to sue for or claim any damages under this Permit and expressly waives its right to do so; provided, however that damages shall be available as to defaults which arise out of the failure to pay any monetary fee or reimbursement required to be paid under this Permit, including failure to pay sums due under any indemnity.

Licensor and Permittee have executed this Permit as of the date first written above.

PERMITTEE:

CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation **[or if another party, insert name of other party]**

By: _____

Name: _____

Its: _____

LICENSOR

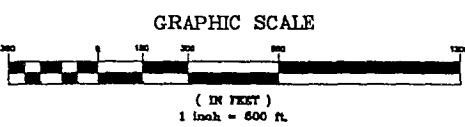
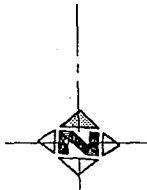
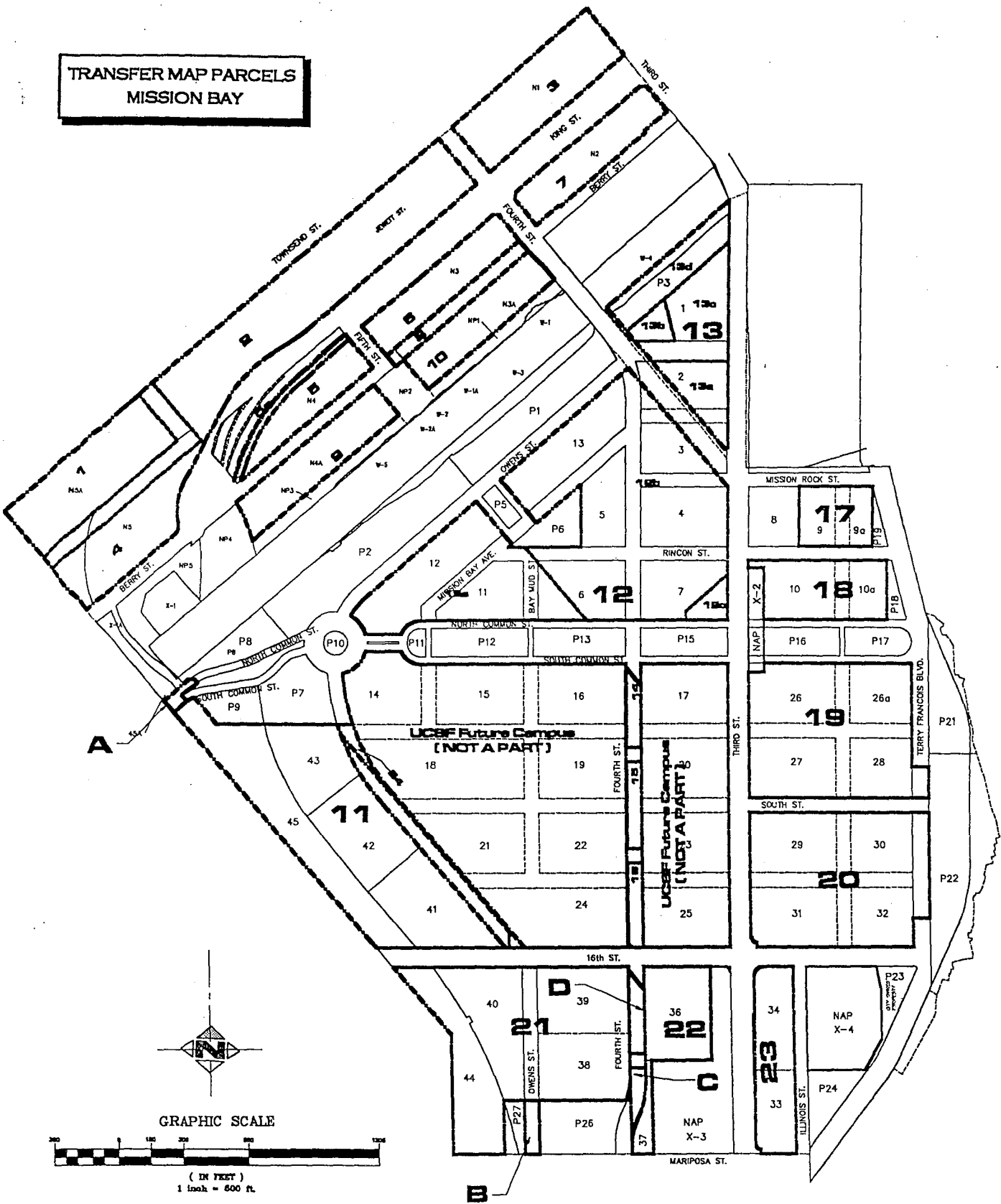
By: _____

EXHIBIT HH

AMENDED PORT LAND TRANSFER AGREEMENT

TRANSFER MAP

**TRANSFER MAP PARCELS
MISSION BAY**



**SANTINA &
THOMPSON, INC.**

 **Hawk
Engineers, Inc.**

NOTE:
SMALL BLOCK NUMBERS AND
VARA LINES WILL NOT BE
SHOWN ON FINAL TRANSFER MAP

**EXHIBIT "HH"
SHEET 1 OF 1**

11/10/98

