

File No. 150996

Committee Item No. 3  
Board Item No. 67

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee Date November 9, 2015

Board of Supervisors Meeting Date 12/8/15

#### Cmte Board

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Resolution                                   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Ordinance                                    |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Form 126 - Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Award Letter                                 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Public Correspondence                        |

#### OTHER (Use back side if additional space is needed)

- |                                     |                                     |                                |
|-------------------------------------|-------------------------------------|--------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Grant Deed</u>              |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Offer of Dedication</u>     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Termination of Easement</u> |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                |
| <input type="checkbox"/>            | <input type="checkbox"/>            |                                |

Completed by: Linda Wong Date November 6, 2015  
Completed by: Linda Wong Date 11/20/15

[Golden State Warriors Events Center at Mission Bay – Delegation of Public Improvement Approvals and Other Actions]

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

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

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

**Section 1. General Findings.**

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

1 the east. In order to implement the Project, the Project Sponsor and/or the Mission Bay  
2 Development Group is required to construct specified public improvements pursuant to the  
3 Mission Bay South Redevelopment Plan and Plan documents. Various offers of dedication,  
4 easements, licenses, and grant deeds are associated with the construction of these public  
5 improvements. The Project Sponsor also is proposing to offer various a public sidewalk  
6 easements to enlarge the available public sidewalk area along 3rd Street and portions of 16th  
7 Street and South Street to improve pedestrian access along these street frontages.

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

13  
14 **Section 2. Delegation to Public Works of Acceptance of Future Public**  
15 **Improvements.**

16 (a) **Findings.**

17 (1) On March 16, 2015, the Department of Public Works ("PW") received an  
18 application for tentative subdivision map number 8539 for the Project Sponsor's development.  
19 A public improvement agreement for required but as yet unfinished public improvements will  
20 accompany the final map for this development and be subject to Board of Supervisors  
21 approval. These improvements include portions of South Street, 3rd Street, 16th Street, and  
22 Terry A. Francois Boulevard and additional public sidewalk area along South Street, 3rd  
23 Street, and 16th Street. The public improvements are not complete at this time; however, the  
24 Project Sponsor has submitted to PW draft irrevocable offers of these improvements and real  
25

1 property underlying portions of these areas along with a public sidewalk easement for the  
2 additional public sidewalk area.

3 (2) In PW Order No. 184228 dated November 5, 2015, Director of PW recommended  
4 that the Board of Supervisors delegate to the Director, in consultation with other affected City  
5 departments, the authority to: (A) accept the required but as yet unfinished public  
6 improvements when such improvements have been constructed in accordance with the  
7 Project Plans and Specifications and all City codes, regulations, standards, and Mission Bay  
8 South Redevelopment Plan and Plan Documents governing this development and such  
9 improvements are ready for their intended use; (B) acknowledge the Conditional Assignment  
10 of Warranties and Guaranties on behalf of the Board of Supervisors in accordance with the  
11 Mission South Acquisition Agreement when the Director of PW determines that the  
12 improvements have been inspected and are ready for their intended uses; (C) dedicate to  
13 public use the lot known as Assessor Block 8722/Lot 7, designate it for street and roadway  
14 purposes, and accept the improvements thereon for City maintenance and liability purposes;  
15 and (D) take all other official acts necessary for or related to acceptance of the public  
16 improvements. The basis for this recommendation is to allow for expedited processing of  
17 public improvements required under the Mission Bay South Redevelopment Plan to facilitate a  
18 timely construction schedule for the Project. A copy of the PW Order and a diagram of the  
19 aforementioned lot are on file with the Clerk of the Board of Supervisors in File No. 150996  
20 and incorporated herein by reference. The capitalized terms specifically relating to Mission  
21 Bay in this Subsection shall have the definitions ascribed to them pursuant to the Mission Bay  
22 South Redevelopment Plan and Plan Documents described therein, approved and adopted by  
23 the Board of Supervisors of the City and County of San Francisco by Ordinance No. 335-98,  
24 on November 2, 1998, a copy of which is in the Clerk of the Board of Supervisors File No.  
25 981441 and incorporated herein by reference.

1 (3) Based on this recommendation, the Board of Supervisors determines that it  
2 would be efficient to eliminate the need for future Board actions related to accepting these  
3 improvements by delegating to the Director of PW the authority, upon completion of these  
4 future public improvements and the satisfaction of other conditions, to dedicate the  
5 improvements to public use, designate the improvements for street and roadway purposes,  
6 change or adopt sidewalk widths, adopt any related official PW maps, and accept the  
7 improvements for City maintenance and liability purposes, subject to the maintenance  
8 responsibility of fronting property owners pursuant to the Public Works Code, including, but  
9 not limited to, Public Works Code Section 706, along with other actions necessary for or  
10 related to acceptance of the public improvements. The Board of Supervisors also determines  
11 that it would be efficient to eliminate the need for future Board actions related to accepting  
12 these improvements by delegating to the Director of Real Estate Division of the Office of the  
13 City Administrator ("RED") the authority, upon the PW Director's determination of completion  
14 of these future public improvements, to accept and record, on behalf of the City and County of  
15 San Francisco, a grant deed for the fee title to property underlying the public improvements on  
16 3rd Street and Terry A. Francois Boulevard and an easement for additional public sidewalk  
17 along South Street, 3rd Street, and 16th Street. Copies of the irrevocable offers of dedication  
18 for public improvements and the related grant deeds and public sidewalk easement  
19 agreement are on file with the Clerk of the Board in File No. 150996 and are incorporated  
20 herein by reference.

21 (b) **Delegation to the Directors of PW and RED of Certain Authority in Regard to**  
22 **Required Public Improvements.**

23 (1) Notwithstanding Administrative Code Sections 1.51 et seq. and in  
24 furtherance of California Streets and Highways Code Section 1806, The Board of Supervisors  
25 hereby delegates to the Director of PW, in consultation with other affected City departments,

1 the authority, upon completion of the required but as yet unfinished public improvements  
2 associated with the Project Sponsor's final subdivision map and the Mission Bay South  
3 Redevelopment Plan and Director of PW's certification that the improvements are ready for  
4 their intended use, to: (A) dedicate the improvements to public use; (B) designate the  
5 improvements for street and roadway purposes; (C) change or adopt sidewalk widths; (D)  
6 accept the improvements for City maintenance and liability purposes, subject to the  
7 maintenance responsibility of the Project Sponsor pursuant to the Public Works Code; (E)  
8 adopt any related official PW maps, and (F) accept irrevocable offers for the public  
9 improvements in substantially the form on file with the Clerk of the Board. The Board of  
10 Supervisors also delegates the authority to the Director of PW to take other actions as  
11 specified in the PW Order that are necessary for or related to acceptance of the public  
12 improvements, including dedicating Assessor Block 8722/Lot 7 to public use, designating it for  
13 street and roadway purposes, and accepting the improvements thereon for City maintenance  
14 and liability purposes.

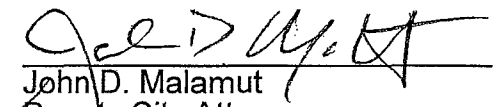
15 (2) The Board of Supervisors hereby delegates to the Director of RED the  
16 authority, upon the Director of PW's determination of completion of these required but as yet  
17 unfinished public improvements, to accept and record, on behalf of the City and County of  
18 San Francisco, a grant deed for the fee title to property underlying the public improvements  
19 and an easement agreement for public sidewalk purposes, respectively, in substantially the  
20 forms on file with the Clerk of the Board of Supervisors in File No. 150996 and incorporated  
21 herein by reference.

22  
23 **Section 3. Official Acts in Furtherance of the Ordinance.** The Board of Supervisors  
24 authorizes the Directors of PW and RED, in consultation with the City Attorney's Office, to  
25 take all actions necessary to implement the intent of this ordinance, including, but not limited

1 to finalizing and recording the offers of dedication, grant deeds, and a public sidewalk  
2 easements, processing construction easements, permits to enter, or licenses, and completing  
3 other actions including the filing the City's Official Maps related to streets and sidewalk  
4 changes.

5  
6 Section 4. **Effective Date.** This ordinance shall become effective 30 days after  
7 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the  
8 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board  
9 of Supervisors overrides the Mayor's veto of the ordinance.

10  
11 APPROVED AS TO FORM:  
12 DENNIS J. HERRERA, City Attorney

13 By:   
14 John D. Malamut  
15 Deputy City Attorney

16 n:\legana\as2015\1600159\01060166.doc

**LEGISLATIVE DIGEST**

[Golden State Warriors Event Center at Mission Bay – Delegation of Public Improvement Approvals and Other Actions]

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

Existing Law

California Streets and Highways Code and Administrative Code Sections 1.51 et seq., establish the process for San Francisco to dedicate and accept public improvements, including public streets. Requirements related to the scope, construction, approval, and public dedication and acceptance of public improvements in Mission Bay South also are governed by the Mission Bay South Redevelopment Plan and Plan documents such as the Mission Bay South Infrastructure Plan and Mission Bay South Interagency Cooperation Agreement.

Amendments to Current Law

This legislation would delegate to the Director of Public Works the authority to accept required but unfinished public improvements related to the Golden State Warriors Event Center and Mixed-Use Development pursuant to the Mission Bay South Redevelopment Plan. The Ordinance also would authorize the Director of Property to accept any offer of dedication, future easements, licenses, or grant deeds related to the Event Center project, including a public sidewalk easement to enlarge the available public sidewalk area along 3rd Street and portions of 16th and South Streets to improve pedestrian access along these street frontages. The legislation would adopt environmental findings.

n:\legana\as2015\1600159\01060174.doc





Edwin M. Lee, Mayor  
Mohammed Nuru, Director

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO, CA

2015 NOV -5 PM 4:13

AK

GENERAL - DIRECTOR'S OFFICE  
City Hall, Room 348  
1 Dr. Carlton B. Goodlett Place, S.F., CA 94102  
(415) 554-6920 ■ www.sfdpw.org



**DPW Order No: 184228**

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

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

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

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

WHEREAS, On July 19, 1999 the transfer map entitled "Map of Mission Bay" was filed for record in Book Z of Maps, At Pages 97 through 119, Official Records of the City and County of San Francisco, and created parcels for conveyance and financing purposes only; and

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

WHEREAS, on March 9, 2015, GSW submitted to the San Francisco Public Works a subdivision application for the development of the Project; and

WHEREAS, the Project Sponsor and/or the Mission Bay Development Group is required to construct specified public improvements pursuant to the Mission Bay South Redevelopment Plan



and Plan documents. Various offers of dedication, easements, licenses, and grant deeds are associated with the construction of these public improvements. The Project Sponsor also is proposing to offer a public sidewalk easement to enlarge the available public sidewalk area along 3rd Street and portions of 16th Street and South Street to improve pedestrian access along these street frontages; and

WHEREAS, A public improvement agreement for required but as yet unfinished public improvements will accompany the final map for this development and be subject to Board of Supervisors approval. These improvements include portions of South Street, 3rd Street, 16th Street, and Terry A. Francois Boulevard and additional public sidewalk area along South Street, 3rd Street, and 16th Street. The public improvements are not complete at this time; however, the Project Sponsor has submitted to PW draft irrevocable offers of these improvements and real property underlying portions of these areas along with a public sidewalk easement for the additional public sidewalk area; and

WHEREAS, As a master plan community with a specific regulations governing public infrastructure construction and design in accordance with the Mission Bay North and South Redevelopment Plans and Plan documents, including Infrastructure Plans and the Interagency Cooperation Agreements for both Plan areas, there is a history of the Board of Supervisors delegating certain decision making to the Director of Public Works and the Directors of other City Department in relation to required but as yet unfinished public improvements; and

WHEREAS, Such delegation has occurred previously in Mission Bay North Block N4Parks NP4 and NP5, and Mission Bay Drive and Circle, and for other smaller outstanding public infrastructure components in several Board of Supervisors legislation in Mission Bay and other Redevelopment Plan Areas for the acceptance and dedication of public improvements; and

WHEREAS. Similar Board of Supervisors delegation occurs with the Director of Real Estate Division of the Office of the City Administrator (“RED”) in regard to finalizing grant deeds for the fee title various easement agreements, and other real estate transactions in substantially the forms on file with the Clerk of the Board of Supervisors.

**NOW THEREFORE BE IT ORDERED THAT,**

The Director recommends that the Board of Supervisors delegate to the Director, in consultation with other affected City departments, the authority to:

- (A) accept the required but as yet unfinished public improvements when such improvements have been constructed in accordance with the Project Plans and Specifications and all City codes, regulations, standards, and Mission Bay South Redevelopment Plan and Plan Documents governing this development and such improvements are ready for their intended use;
- (B) acknowledge the Conditional Assignment of Warranties and Guaranties on behalf of the Board of Supervisors in accordance with the Mission South Acquisition Agreement when the Director of PW determines that the improvements have been inspected and are ready for their intended uses;



(C) dedicate to public use the lot known as Assessor Block 8722/L 7, designate it for street and roadway purposes, and accept the improvements thereon for City maintenance and liability purposes; and

(D) take all other official acts necessary for or related to acceptance of the public improvements.

The Director further recommends that the Board of Supervisors approve the delegation to the Director of RED the authority, upon the PW Director's determination of completion of these future public improvements, to accept and record, on behalf of the City and County of San Francisco, a grant deed for the fee title to property underlying the public improvements on 3rd Street and Terry A. Francois Boulevard and an easement for additional public sidewalk along South Street, 3rd Street, and 16th Street.

The basis for these recommendations is to allow for expedited processing of required public improvements under the Mission Bay South Redevelopment Plan and facilitate a timely construction of the Project.

11/5/2015

11/5/2015

X *Fuad*

---

Swiss, Fuad  
Approver 1  
Signed by: Swiss, Fuad

X Mohammed Nuru

---

Nuru, Mohammed  
Approver 2  
Signed by: Nuru, Mohammed



**MARTIN M. RON ASSOCIATES, INC.**  
LAND SURVEYORS

MARTIN M. RON, L.S. (1923-1983)  
BENJAMIN B. RON, P.L.S.  
ROSS C. THOMPSON, P.L.S.  
BRUCE A. GOWDY, P.L.S.  
RON A. WAGNER, P.L.S.  
DAVID W. DELANEY, P.L.S.  
DAVID B. RON, P.L.S.  
BRIAN B. GOODWIN, P.L.S.

March 6, 2015

Director of Public Works  
1155 Market Street, 3rd Floor  
San Francisco, CA 94103

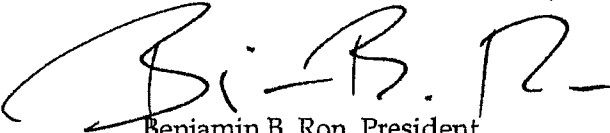
Subject: Mission Bay Blocks 29-32, Assessor's Block 8722, Lots 001 & 008  
Application for an Airspace & Condominium Subdivision.

Dear Sir:

In compliance with the California Subdivision Map Act, the San Francisco Subdivision Code, the San Francisco Subdivision Regulations, and all amendments thereto, I, the undersigned agent, hereby submit to you for your review and processing a proposed Airspace & Condominium Subdivision, together with the New Construction Condominium Application and Checklist and all applicable items, fees, documents and data checked thereon.

Respectfully,

MARTIN M. RON ASSOCIATES, INC.

  
Benjamin B. Ron, President

Attachment: Application Packet

(Required for all New Construction Condominium Applications)

D. APPLICATION

Property Address: Mission Bay Blocks 29-32

For DPW-BSM use only  
ID No.: \_\_\_\_\_

Assessor's Block: 8722 Lot Number(s): 001 & 008

Owner:			
Name:	GSW Arena LLC, Developer (Future Owner)		
Address:	1011 Broadway, Oakland CA 94607		
Phone:	E-mail:		
Person to be contacted concerning this project (if different from owner)			
Name:	Molly Hayes, Golden State Warriors		
Address:	1011 Broadway, Oakland CA 94607		
Phone:	(571) 216-9205	E-mail:	mhayes@warriors.com
Firm or agent preparing the subdivision map:			
Name:	Martin M. Ron Associates, Ben Ron		
Address:	859 Harrison Street, Suite 200 San Francisco CA 94107		
Phone:	415-543-4500	E-mail:	ben@martinron.com
Subdivider: (if different from owner)			
Name:			
Address:			

Number of Units in Project: 100

This subdivision creates an airspace:  No  Yes (shown on Tentative Map)  
This subdivision creates an addition to an existing building  No  Yes (shown on Tentative Map)

Check only one of the following options:

	Indicate project type
Commercial <del>Residential Only</del>	<input checked="" type="checkbox"/>
Mixed-Use	<input type="checkbox"/> If checked, Number of residential unit(s): ___ Number of commercial unit(s): ___

STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO

I (We) BENJAMIN B. RON AGENT FOR GSW ARENA LLC  
(Print Subdivider's Name in full)

declare, under penalty of perjury, that I am (we are) the owner(s) [authorized agent of the owner(s)] of the property that is the subject of this application, that the statements herein and in the attached exhibits present the information required for this application, and the information presented is true and correct to the best of my (our) knowledge and belief.

Date: 3/6/15 Signed: B. B. R.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

### E. NEW CONSTRUCTION CONDOMINIUM APPLICATION CHECKLIST

Check the following items enclosed where applicable:

Submitted per guidelines and in this order?		Original Use Only <i>DPW</i>	No.	Item Description and Order	Total of copies	Which and how many of total required items are needed for each agency?			Form No. (where applicable)
Yes	No					DPW	DCP	DBI	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.	Four (4) copies of Tentative Parcel Map [DPW copies: 3-BSM Mapping Section; 1-City Planning One additional copy will be required if project falls within the jurisdiction of SFRA (See Page 7).]	4	3	1	1*	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.	Six (6) copies of Tentative Final Map [DPW copies: 5-BSM Mapping Section; 1-City Planning One additional copy will be required if project falls within the jurisdiction of SFRA (See Page 7).]	6	5	1	1*	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.	Subdivision Fee (\$ <u>16,639</u> )	1				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.	Preliminary Title Report (dated within 3 months)	2	1	1		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.	Grant Deeds and any other recorded documents for: <input checked="" type="checkbox"/> Subject Site and <input checked="" type="checkbox"/> Adjoiners	1	1			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.	Previous Land Use.	2	1	1		Form No. 1
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6a.	Permit numbers for any approved building permits	2	1	1		Form No. 1
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7.	Owner's Release of Interest in Common Areas [Sec. 1323 (6)]	2	1	1		Form No. 2
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.	Neighborhood notification packet for Tentative Map decision. <input type="checkbox"/> 300-Foot Radius Map <input type="checkbox"/> Address List <input type="checkbox"/> Envelopes	1	1			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9.	Photographs of subject property, as follows: <i>[Public Works Code Sec. 723.2 &amp; Planning Code]</i> <input type="checkbox"/> Front photo from the street looking at the property, including sidewalk without obstructions <input type="checkbox"/> Photo from left side showing property line and sidewalk fronting subject site <input type="checkbox"/> Photo from right side showing property line and sidewalk fronting subject site <input type="checkbox"/> Photo of rear of property	3	2	1		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10.	Proposition "M" Findings demonstrating consistency with Eight Priority General Plan Policies [Planning Code Sec. 101.1(b)]	2	1	1		Form No. 3
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11.	Review by Department of Building Inspection, if required, See Page 8.	1			1	Form No. 4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12.	Provide proposed sales prices for Below Market Rate (BMR) units (Form No. 1)	1	1			Form No. 1
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13.	A copy of the signed Planning Dept. or Planning Commission motion approving the project	1	1			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14.	Provide copies of any Notices of Special Restrictions associated with this site.	1	1			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15.	3R report <u>required</u> for existing dwelling units-See Page 8 for details.	1	1			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.	Copy of Building Permits-See Page 8 for details.	1	1			

**\* ADDITIONAL COPY TO DBI – SEE REQUIREMENTS PAGE 8, ITEM 11**

## Moy, Barbara (DPW)

---

**From:** Updike, John  
**Sent:** Tuesday, November 03, 2015 5:15 PM  
**To:** Moy, Barbara (DPW)  
**Cc:** Malamut, John (CAT); Storrs, Bruce (DPW); Mabry, Paul (DPW); Miller, Don (DPW); Jarquin, Pedro (DPW)  
**Subject:** RE: GSW - Delegation Acknowledgment - Director of Real Estate to accept future easements, licenses or grant deeds

I hereby concur.

*John*

John Updike, LEED AP O+M  
Director of Real Estate  
City & County of San Francisco  
25 Van Ness, Suite 400  
San Francisco, CA 94102  
Voice: 415-554-9860  
E-Mail: john.updike@sfgov.org

**From:** Moy, Barbara (DPW)  
**Sent:** Tuesday, November 03, 2015 3:17 PM  
**To:** Updike, John <john.updike@sfgov.org>  
**Cc:** Malamut, John (CAT) <john.malamut@sfgov.org>; Storrs, Bruce (DPW) <Bruce.Storrs@sfdpw.org>; Mabry, Paul (DPW) <paul.h.mabry@sfdpw.org>; Miller, Don (DPW) <Don.Miller@sfdpw.org>; Jarquin, Pedro (DPW) <Pedro.Jarquin@sfdpw.org>  
**Subject:** GSW - Delegation Acknowledgment - Director of Real Estate to accept future easements, licenses or grant deeds

John,

GSW Arena, LLC has submitted a Tentative Final Subdivision Map for the development of the Golden State Warriors Event Center and Mixed –use Development Project for Assessor's Block 8722 and a request to vacate certain Offers of Dedication and Easements. Public Works has made the recommendation and Legislation has been submitted to the Board of Supervisors that would delegate to the Director of Public Works the authority to accept required public improvements related to the development of the Golden State Warriors Events Center and Mixed-Use Development pursuant to the Mission Bay South Redevelopment Plan and authorizing the Director of the Real Estate Division to accept any future easements, licenses, or grant deeds related to the development project, including public sidewalk easements and grant deeds for property underlying public improvements. Attached is a copy of the proposed Legislation that will be discussed at the Board of Supervisors Budget and Finance Committee on November 9, 2015.

The basis for these recommendations is to allow for expedited processing of required public improvements under the Mission Bay South Redevelopment Plan and facilitate a timely construction of the Project.

Please acknowledge via return email with your concurrence. Thank you.

Regards,

Barbara



**Barbara L. Moy**  
Manager, Infrastructure Task Force

Bureau of Street Use & Mapping | San Francisco Public Works | City and County of San Francisco  
30 Van Ness Avenue, Suite 4200 | San Francisco, CA 94102 | (415) 558-4050 | [sfpublicworks.org](http://sfpublicworks.org) · [twitter.com/sfpublicworks](https://twitter.com/sfpublicworks)



RECORDING REQUESTED BY:  
City and County of San Francisco

WHEN RECORDED RETURN TO:

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

Documentary Transfer Tax is Zero.  
Official Business Entitled to Free Recordation  
Pursuant to Government Code §6103

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this \_\_\_\_\_  
day of \_\_\_\_\_, 2015.

**GSW ARENA LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

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

Dated: \_\_\_\_\_, 201\_

CITY AND COUNTY OF SAN FRANCISCO

By: \_\_\_\_\_  
Director of Property

APPROVED AS TO FORM:

Dennis J. Herrera, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

APPROVED LEGAL DESCRIPTION:

By: \_\_\_\_\_  
Bruce R. Storrs  
City and County Surveyor

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

State of California )  
County of \_\_\_\_\_)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

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

State of California                    )  
County of \_\_\_\_\_)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**Exhibit A**

(Legal Description)

Parcels F and H as shown on Final Map No. 8593, filed \_\_\_\_\_ in Book \_\_\_\_\_,  
Pages \_\_\_\_\_, inclusive, in the Official Records of the City and County of San Francisco.

RECORDING REQUESTED BY:  
City and County of San Francisco

WHEN RECORDED RETURN TO:

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

Documentary Transfer Tax is Zero.  
Official Business Entitled to Free Recordation  
Pursuant to Government Code §6103

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

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

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

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

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



IN WITNESS WHEREOF, the undersigned has executed this instrument this \_\_\_\_\_  
day of \_\_\_\_\_, 2015.

**GSW ARENA LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

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

Dated: \_\_\_\_\_, 201\_

CITY AND COUNTY OF SAN FRANCISCO

By: \_\_\_\_\_  
Director of Property

APPROVED AS TO FORM:

Dennis J. Herrera, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

APPROVED LEGAL DESCRIPTION:

By: \_\_\_\_\_  
Bruce R. Storrs  
City and County Surveyor

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

State of California )  
County of \_\_\_\_\_)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

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

State of California                    )  
County of \_\_\_\_\_)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**Exhibit A**

(Legal Description)

Parcel G shown on Final Map No. 8593, filed \_\_\_\_\_ in Book \_\_\_\_\_, Pages  
\_\_\_\_\_, inclusive, in the Official Records of the City and County of San Francisco.



RECORDING REQUESTED BY:  
City and County of San Francisco

WHEN RECORDED RETURN

TO:

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

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

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

**OFFER OF DEDICATION**  
**(Portion of Future Bayfront Park P22)**

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

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

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



IN WITNESS WHEREOF, the undersigned has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2015.

**GSW ARENA LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

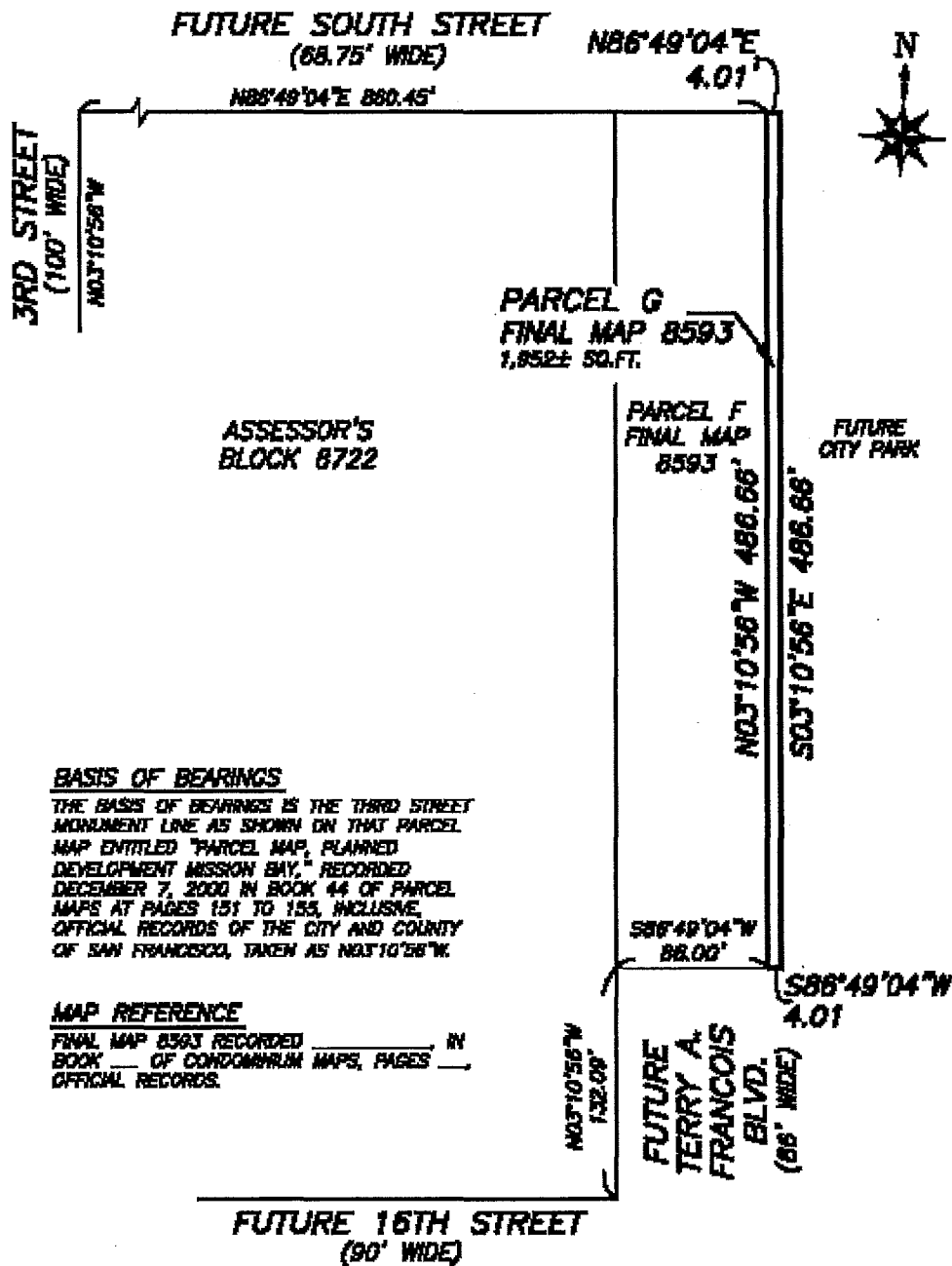
**(Legal Description)**

Parcel G as shown on Final Map No. 8593, filed \_\_\_\_\_ in Book \_\_\_\_\_, Pages \_\_\_\_\_, inclusive, in the Official Records of the City and County of San Francisco.

**EXHIBIT A-1**

**(Plat Map)**

**[see attached]**



**BASIS OF BEARINGS**

THE BASIS OF BEARINGS IS THE THIRD STREET MONUMENT LINE AS SHOWN ON THAT PARCEL MAP ENTITLED "PARCEL MAP, PLANNED DEVELOPMENT MISSION BAY," RECORDED DECEMBER 7, 2000 IN BOOK 44 OF PARCEL MAPS AT PAGES 151 TO 153, INCLUSIVE, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, TAKEN AS N03°10'56"W.

**MAP REFERENCE**

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

**PLAT TO ACCOMPANY LEGAL DESCRIPTION**

BY DR. CHKD. BR. DATE 10-14-15 NOT TO SCALE SHEET 1 OF 1 JOB NO. S-8847

**MARTIN M. RON ASSOCIATES, INC.**  
LAND SURVEYORS

858 HARRISON STREET  
SAN FRANCISCO, CA 94107  
(415) 243-4600



RECORDING REQUESTED BY:  
City and County of San Francisco

WHEN RECORDED RETURN

TO:

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

Documentary Transfer Tax is Zero

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

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

**OFFER OF DEDICATION**

**(Portions of Third Street and Future Terry A. Francois Blvd.)**

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

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2015.

**GSW ARENA LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

State of California                    )  
County of \_\_\_\_\_)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT A**

**(Legal Description)**

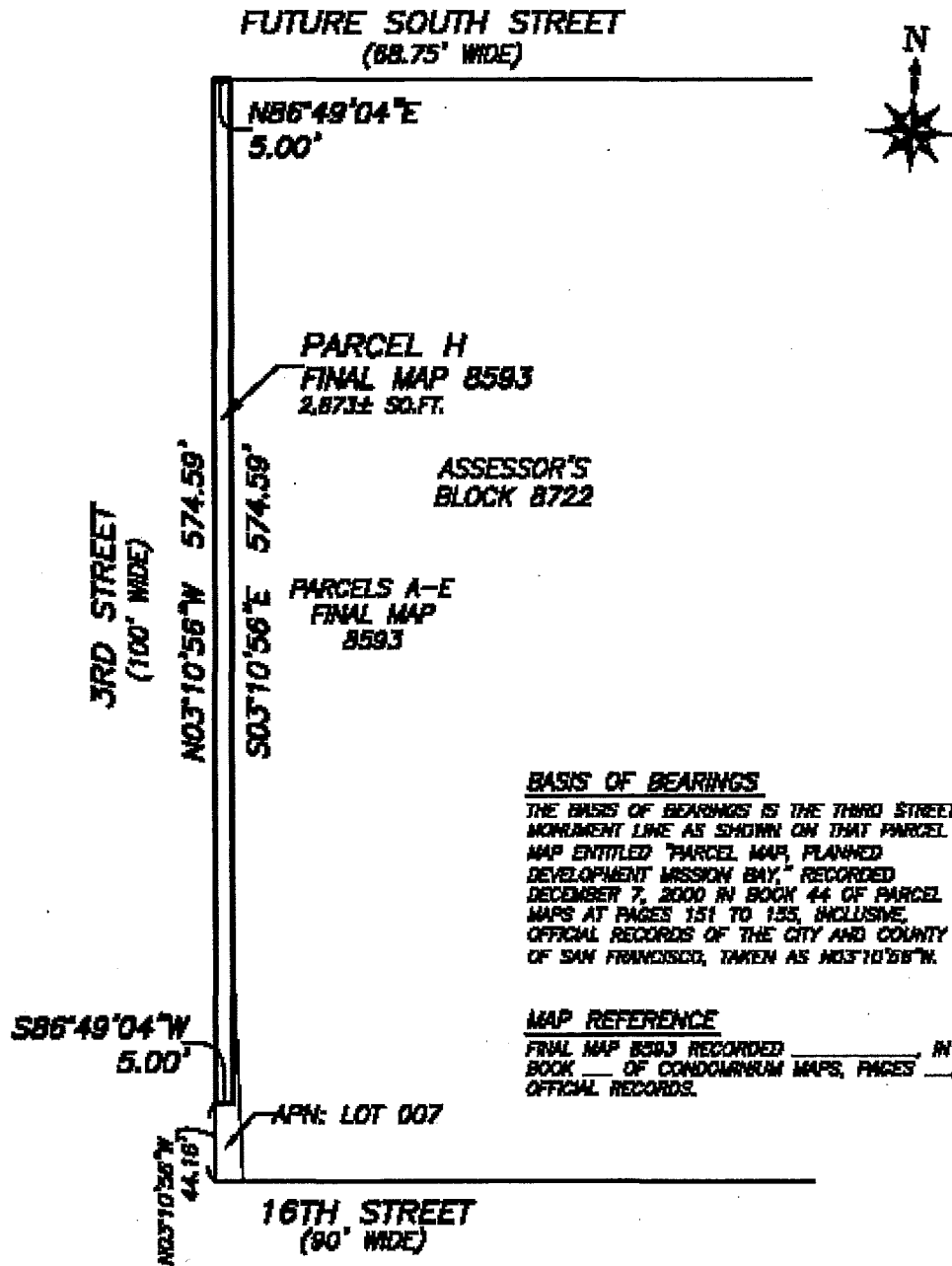
Parcels F and H as shown on Final Map No. 8593, filed \_\_\_\_\_ in Book \_\_\_\_\_,  
Pages \_\_\_\_\_, inclusive, in the Official Records of the City and County of San Francisco.



**EXHIBIT A-1**

**PLAT MAP OF PARCEL H  
(PORTION OF THIRD STREET)**

**[TO BE ATTACHED]**



**BASIS OF BEARINGS**

THE BASIS OF BEARINGS IS THE THIRD STREET MONUMENT LINE AS SHOWN ON THAT PARCEL MAP ENTITLED "PARCEL MAP, PLANNED DEVELOPMENT MISSION BAY," RECORDED DECEMBER 7, 2000 IN BOOK 44 OF PARCEL MAPS AT PAGES 131 TO 133, INCLUSIVE, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, TAKEN AS N03°10'56"W.

**MAP REFERENCE**

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

**PLAT TO ACCOMPANY LEGAL DESCRIPTION**

BY DR. CHKD. BR. DATE 10-14-15 NOT TO SCALE SHEET 1 OF 1 JOB NO. S-8847

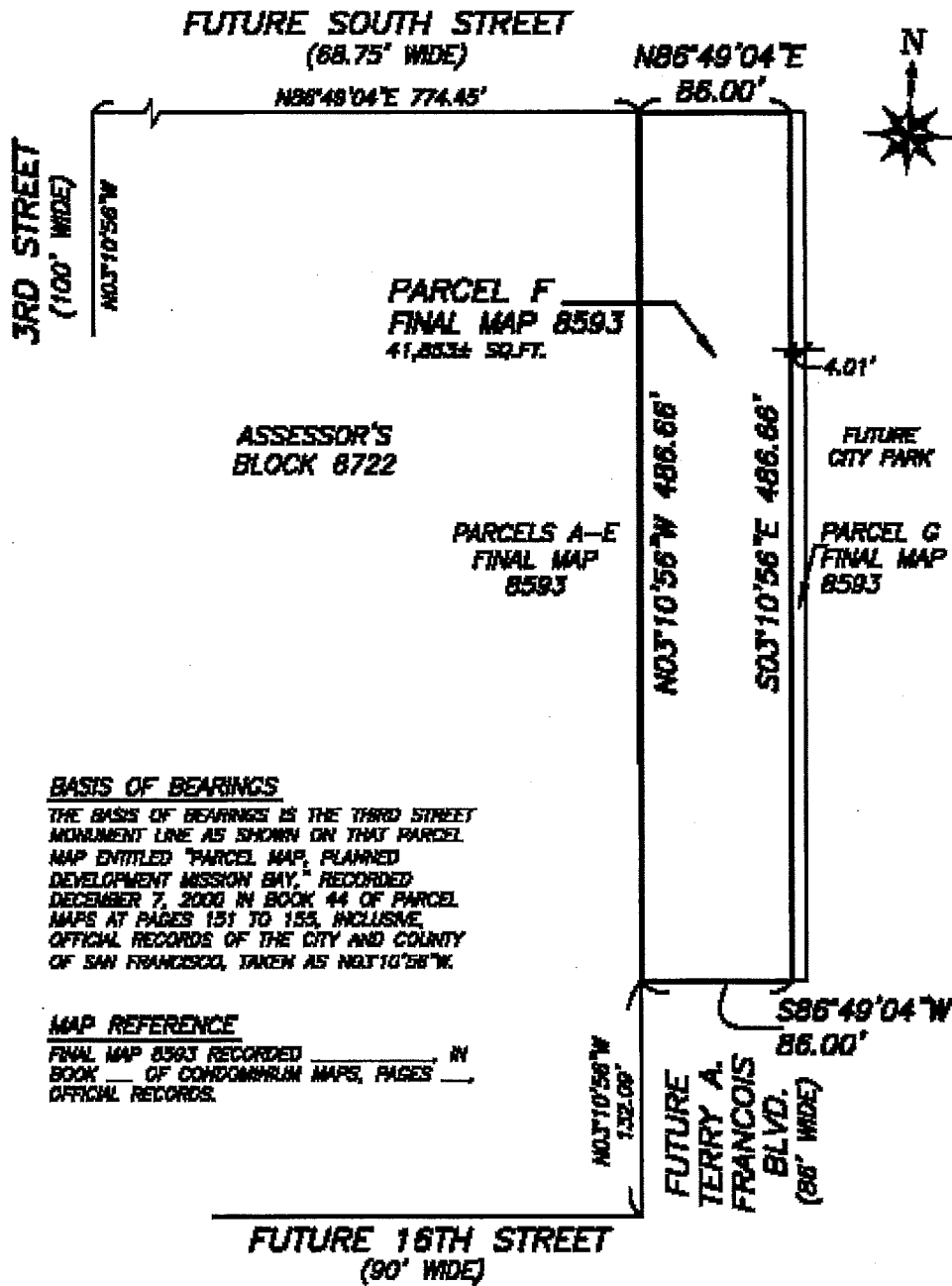
**MARTIN M. RON ASSOCIATES, INC.**  
LAND SURVEYORS

858 HARRISON STREET  
SAN FRANCISCO, CA 94107  
(415) 243-4800

**EXHIBIT A-2**

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

**[ATTACHED]**



**BASIS OF BEARINGS**

THE BASIS OF BEARINGS IS THE THIRD STREET MONUMENT LINE AS SHOWN ON THAT PARCEL MAP ENTITLED "PARCEL MAP, PLANNED DEVELOPMENT MISSION BAY," RECORDED DECEMBER 7, 2000 IN BOOK 44 OF PARCEL MAPS AT PAGES 131 TO 153, INCLUSIVE, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, TAKEN AS N03°10'58"W.

**MAP REFERENCE**

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

**PLAT TO ACCOMPANY LEGAL DESCRIPTION**

BY DR. CHKD. BR. DATE 10-14-15 NOT TO SCALE SHEET 1 OF 1 JOB NO. S-8847

**MARTIN M. RON ASSOCIATES, INC.**  
LAND SURVEYORS

839 HARRISON STREET  
SAN FRANCISCO, CA 94107  
(415) 243-4800



RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

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

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

**EASEMENT AGREEMENT  
(Public Sidewalk Easement)**

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

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

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

C. As shown on Final Map No.8593, recorded as of \_\_\_\_\_, 20\_\_ as Instrument No. \_\_\_\_\_ in the Official Records of the City and County of San Francisco, Grantor made an irrevocable offer of dedication of an easement to the City for public sidewalk purposes, subject to the terms set forth in this Agreement, and the City, in accordance with Board of Supervisors Ordinance No. \_\_\_\_\_, authorized the acceptance of the easement and recordation of this Agreement, subject to the covenants and restrictions set forth herein.

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

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

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

2. Limitation on Use. City acknowledges that the easement granted herein is nonexclusive. Grantor, its successors, assigns, grantees, and licensees, shall have the right to use the Easement Area in a manner that will not unreasonably interfere with the use of the Easement Area for the Public Sidewalk Easement, which may include, without limitation, building overhangs, and building projections (such as awnings, marquees, signs and decorative elements), that in all cases provide a minimum of 7½ feet of vertical clearance from the sidewalk or other surface above which it is situated or such greater vertical clearance as may be required by the San Francisco Building Code. Grantor, its successors, assigns, grantees, and licensees shall maintain the Easement Area in a manner that provides an unobstructed path of travel that is free from any temporary or permanent physical obstructions (including without limitation, street furniture, such as benches, planters, tables and chairs, merchandise displays, signboards, and information kiosks), except for temporary obstructions reasonably required (i) in connection with the installation, maintenance, repair or replacement of structural elements of or utility facilities serving the improvements now or hereafter located on the Burdened Property, pursuant to City-issued permits (provided that the improvements to the Easement Area shall be promptly restored) or (ii) as needed for such activities not requiring City-issued permits, such as window-washing, which may require a limited use of the sidewalk for a temporary and reasonable period.

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

4. Condition of Burdened Property and Easement Area.

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

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

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

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

(d) Initial Improvements. Grantor shall construct a sidewalk on the Easement Area at Grantor's expense, to City standards, in compliance with all laws and to the satisfaction of City in accordance with the Improvement Plans and Specifications prepared for FOCIL MB, LLC by Freyer and Laureta, Inc., entitled "[\_\_\_\_\_]", with [Job Number \_\_\_\_\_], dated [\_\_\_\_\_], 2015, approved by the City in accordance with that certain Mission Bay South Blocks 29-32 Public Improvement Agreement, dated \_\_\_\_\_, 2015.

#### 5. No Liability; Indemnity.

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

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



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

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

7. Litigation Expenses.

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

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

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

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

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

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

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

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

13. Notices.

(a) Notices. Any notice given under this Agreement shall be in writing and given by delivering the notice in person, by commercial overnight courier that guarantees next day delivery and provides a receipt, or by sending it by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is given.

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

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

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

with copies to: City Attorney, City of San Francisco  
Room 234, City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102-4682  
Attention: John Malamut, Esq.

and to: Director of Property  
Real Estate Department

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

Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

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

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

14. Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive benefit of Grantor and City and their successors and assigns, subject to the provisions hereof, and not for the benefit of nor give rise to any claim or cause of action by any other person; and this Agreement shall not be deemed to have conferred any rights upon any person except Grantor and City. Nothing herein shall be deemed a dedication of any portion of the Burdened Property to or for the benefit of the general public.

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

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

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

18. Default. The failure to perform any covenant or obligation of a party hereunder and to cure such non-performance within thirty (30) days of written notice by the party to whom performance is owed shall constitute a default hereunder, provided that if more than thirty (30) days are reasonably required for such cure, no event of default shall occur if the defaulting party commences such cure within such period and diligently prosecutes such cure to completion.

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

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

[No further text this page.]

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

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

**CITY:**

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: \_\_\_\_\_  
JOHN UPDIKE  
Director of Property

**GRANTOR:**

GSW Arena LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

DENNIS HERRERA,  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

**DESCRIPTION CHECKED/APPROVED:**

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

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

State of California            )  
  ) ss  
County of San Francisco    )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

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

State of California            )  
  ) ss  
County of San Francisco    )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

(Notary Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Easement Agreement dated \_\_\_\_\_, from the grantor to the City and County of San Francisco, a charter city and county, is hereby accepted by the Director of Real Estate Division of the Office of the City Administrator in accordance with the authority granted by Board of Supervisors' Ordinance No. \_\_\_\_\_, adopted on \_\_\_\_\_, 201\_, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

CITY AND COUNTY OF SAN FRANCISCO

By: \_\_\_\_\_  
JOHN UPDIKE  
Director of Property



**EXHIBIT A**

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

**EXHIBIT B**

**Legal Description  
Easement Area**

**EXHIBIT C**

**Legal Description of Grantor's Property**

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

**RECORDING REQUESTED BY:**

**City and County of San Francisco**

**WHEN RECORDED RETURN TO:**

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

Documentary Transfer Tax: \$

APN: PORTION OF BLOCK 8722, LOT 1

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

**TERMINATION OF EASEMENT  
AND  
EASEMENT QUITCLAIM DEED**

Portions of Assessor's Block 8722, Lot 001  
(Water Main Easement (94-F694796))

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

**RECITALS**

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

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

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

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

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

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

#### PART I.

#### TERMINATION OF WATER MAIN EASEMENT

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

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

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

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

PART II.

EASEMENT QUITCLAIM

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

Executed as of \_\_\_\_\_, 20\_\_.

CITY AND COUNTY OF SAN FRANCISCO  
a municipal corporation

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

RECOMMENDED:

LEGAL DESCRIPTION APPROVED:

By: \_\_\_\_\_  
MOHAMMED NURU  
Director of Public Works

By: \_\_\_\_\_  
BRUCE R. STORRS  
City and County Surveyor

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

[Signatures Continue on Next Page]

AGREED AND ACCEPTED  
as of \_\_\_\_\_, 20\_\_.

:

GSW ARENA LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

State of California )  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



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

State of California )  
County of \_\_\_\_\_)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT A**

**LEGAL DESCRIPTION**

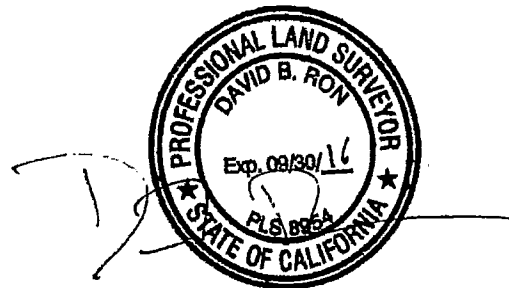
[Attached]

WATER MAIN EASEMENT (94-F694796)

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

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

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



**EXHIBIT A-1**

**DEPICTION**

[Attached]



**FUTURE SOUTH STREET**

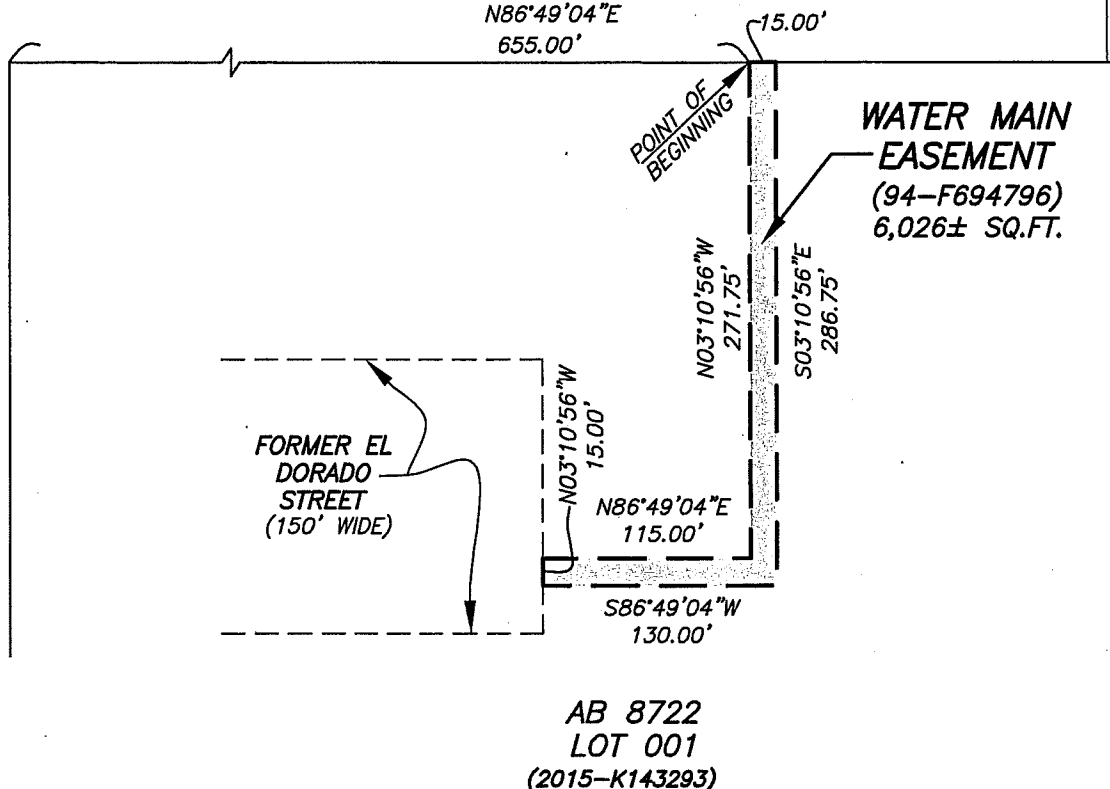
(68.75' WIDE)

(44 P.M. 151)

N86°49'04"E

655.00'

**3RD STREET (100' WIDE)**



**LEGEND**

AB 8722 LOT 001 ASSESSOR'S LOT & BLOCK

**BASIS OF BEARINGS**

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

**MAP REFERENCES**

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

SUBJECT: **PLAT TO ACCOMPANY LEGAL DESCRIPTION**

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

**MARTIN M. RON ASSOCIATES, INC.**  
LAND SURVEYORS

12581

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

BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 554-5227

## MEMORANDUM

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

FROM: Alisa Somera, Assistant Clerk

DATE: October 23, 2015

SUBJECT: LEGISLATION REFERRAL: GOLDEN STATE WARRIORS PROJECT

---

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

### **File No. 150994**

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

### **Documents Needed:**

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

**File No. 150995**

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

**Document Needed:**

- MTA Budget Proposal Resolution

**File No. 150996**

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

**Documents Needed:**

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

**File No. 150997**

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

**Documents Needed:**

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

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

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



OFFICE OF THE MAYOR  
SAN FRANCISCO



EDWIN M. LEE  
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: *for* Mayor Edwin M. Lee *NE*  
RE: Golden State Warriors Events Center at Mission Bay – Delegation of  
Public Improvement Approvals and Other Actions  
DATE: October 6, 2015

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

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

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

RECEIVED  
OFFICE OF THE MAYOR  
SAN FRANCISCO  
2015 OCT -6 PM 4:00  
AK

