

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

City and County of San Francisco  
Director of Property  
25 Van Ness Avenue, Suite 400  
San Francisco, CA 94108

San Francisco Assessor-Recorder  
Doris M. Ward, Assessor-Recorder  
**DOC- 99-G622172-00**

Acct 21-Mayor's Office Housing & Econ Dev.  
Monday, JUL 19, 1999 13:39:50  
FRE \$0.00  
Ttl Pd \$0.00 Nbr-0001228625  
REEL H429 IMAGE 0524 eji/JL/1-23

EASEMENT AGREEMENT  
(City Water Line Easement)

This Easement Agreement ("Agreement") is made this 30<sup>th</sup> day of June, 1999, by and between Catellus Development Corporation, a Delaware corporation ("Grantor") and the City and County of San Francisco ("Grantee"), with reference to the following facts:

A. Grantor is the owner of those certain parcels of real property situated in the City and County of San Francisco, State of California, described in Exhibit "A" attached hereto (individually, a "Burdened Property", and collectively, the "Burdened Properties").

B. Grantee operates public water lines located within the Burdened Properties.

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

(i) that certain Amended and Restated Mission Bay City Land Transfer Agreement dated as of November 16, 1998 (the "Amended CLTA") by and between Grantee and Grantor.

(ii) that certain Amended and Restated Mission Bay Port Land Transfer Agreement dated as of November 16, 1998 (the "Amended PLTA") by and between Grantee (acting when necessary therein by and through the San Francisco Port Commission) and Grantor. The Amended CLTA and the Amended PLTA are hereinafter collectively referred to as the "Land Transfer Agreements."

D. At the time of the execution of the foregoing agreements the Burdened Properties were owned by Grantee and consisted of paper and/or existing public streets.

E. Concurrently with the recordation hereof Grantee vacated the Burdened Properties as public streets and conveyed the Burdened Properties to Grantor pursuant to provisions of the Land Transfer Agreements. This Agreement and the easement herein granted are being executed and delivered in order to preserve the continued use and maintenance of certain existing public water lines and related structures operated by Grantee within the Burdened Properties in accordance with the provisions of this Agreement, as contemplated under the Land Transfer Agreements.

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

1. Grant of Easement. Subject to the provisions of this Agreement, Grantor hereby grants to Grantee a non-exclusive easement ("Easement") for the maintenance, operation, repair and removal of existing public utility facilities, including existing lines, pipes, conduits, and other convenient structures, equipment and fixtures (collectively, the "Facilities"), for the operation of public water lines in their existing locations within the Burdened Properties, together with reasonable access thereto for the purposes set forth above.

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

3. Term of Easement.

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

(b) Termination. In addition, the Easement described in Section 1 above shall terminate, in whole or in part, upon the earliest of (i) the Grantee's acceptance of a new dedicated public street or streets in place of the portions of the Burdened Properties in which the applicable Facilities are located or (ii) the determination by the Grantee's Director of Public Works that (A) reasonable alternative utility service has been provided to areas served by the applicable Facilities or (B) the areas served by the applicable portion of the Facilities no longer require the service (as may be evidenced by written notice from the owners of the property being served that service is no longer required) and that any new facilities shall be placed in newly dedicated streets pursuant to then applicable franchise rights or other applicable state or federal laws or otherwise in locations and on terms and conditions reasonably satisfactory to Grantee's Director of Property, the Director of Public Works, and where appropriate, the Executive Director of the Port Commission, including, without limitation, the location, term, including scope, access rights and maintenance rights for the new Facilities.

(c) Quitclaim. Upon the termination, in whole or in part, in accordance with this Section 3, of the Easement granted in Section 1 of this Agreement, the Director of Property for Grantee shall cause to be executed, acknowledged and delivered on behalf of Grantee to Grantor a quitclaim deed to evidence such termination (without further action of the Board of Supervisors of Grantee).

4. Condition of the Burdened Properties.

(a) As-Is. Grantor makes no representations or warranties whatsoever, under this Agreement with respect to the current physical condition of the Burdened Properties and Grantor shall have no responsibility under this Agreement with respect thereto (except as otherwise specifically set forth herein), and the use of the Easement herein granted shall be with the Burdened Properties in their "as is" physical condition, except as otherwise specifically provided herein. Grantee hereby waives any and all claims against Grantor arising from, out of or in connection with the suitability of the physical conditions of the Burdened Properties for the uses permitted under Section 1 above. However, Grantor shall not take any action that would unreasonably impair the ability of Grantee to use the Easement herein granted. Nothing herein shall be construed in any way to alter, amend, or otherwise relieve Grantor or Grantee of any of their respective responsibilities with regard to the physical condition of the Burdened Properties (including without limitation, responsibilities with regard to environmental investigation and remediation) set forth in the Land Transfer Agreements or in any other document instrument or agreement by and among the parties.

(b) Maintenance. Grantee agrees to maintain each of the applicable portions of the Burdened Properties in which the Facilities are located in a safe condition and in such physical condition as Grantee reasonably deems necessary to allow Grantee to exercise the Easement provided that such maintenance does not unreasonably impede the use of the Burdened Properties as a roadway by Grantor or Grantor's licensees. In addition, Grantee shall maintain the Facilities in good working order and condition consistent with the manner Grantee maintains other City-owned utilities. Except as specifically herein provided, Grantor and Grantee shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description to the Burdened Properties, including the improvements at any time located on the Burdened Properties. Upon termination of the Easement, or any portion thereof, Grantee shall surrender use and possession of the Burdened Properties, or applicable portion thereof, free and clear of any liens or encumbrances relating to or arising in connection with the use of the Burdened Properties by reason of the Easement.

5. Indemnification.

(a) Indemnity. Grantee shall indemnify, defend and hold Grantor, its officers, directors, shareholders, employees and agents (hereinafter collectively called "Indemnified Parties") harmless from all liabilities, penalties, costs, damages, expenses, causes of action, claims or judgments (including without limitation reasonable attorneys fees) (collectively, "Indemnified Claims"), resulting from (i) injury or the death of any person (including without limitation any Indemnified Party) or physical damage to property, real or personal, of any kind wherever located and by whomever owned (including, without limitation, property owned by an Indemnified Party), which injury, death or physical damage arises out of or is connected with Grantee's (or Grantee's officers, employees, agents, contractors, licensees, or invitees) use or occupancy of any of the Burdened Properties under the authority of the Easement, and (ii) the use, generation, processing, production, packaging, treatment, storage, emission, discharge or disposal of Hazardous Materials (as that term is defined hereinbelow) on or about the Burdened

Properties by Grantee, its agents, employees, contractors, invitees or licensees in connection with the exercise of Grantee's rights under the Easement. For purposes of this Section 5, the term "Hazardous Materials" shall mean any substance, material or waste that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment, including, but not limited to petroleum, petroleum-based products, natural gas, or any substance, material, or waste that is or shall be listed, regulated or defined by federal, state or local statute, regulation, rule, ordinance or other governmental requirement to be hazardous, acutely hazardous, extremely hazardous, toxic, radioactive, biohazardous, infectious, or otherwise dangerous.

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

6. Litigation Expenses.

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

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

(c) Fee Award for City Attorney's, Catellus In-House Counsel. For purposes of this Agreement, reasonable fees of attorneys of the Grantee's Office of City Attorney and any in-house counsel of Grantor shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for which Grantee's or Grantor's in-house counsel's services were rendered who practice in the City and County of San Francisco, State of California, in law firms with approximately the same number of attorneys as employed by the Office of City Attorney, or, in the case of Grantor's in-house counsel, as employed by the outside counsel for Grantor.

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

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

9. Covenant and Environmental Restriction on Property. This Agreement and the Easement contained herein shall be subject to, and in the use and enjoyment of the Burdened Properties under this Agreement Grantee shall at all times comply with, all of the terms, covenants and conditions set forth in, and/or imposed as a result of that certain Covenant and Environmental Restriction on Property ("Covenant") made by (or to be made by) Grantor, for the benefit of (and in the form previously approved by) the California Regional Water Quality Control Board for the San Francisco Bay Region ("Board"), in order to satisfy one or more conditions imposed by resolution of the Board dated May 20, 1998, to the issuance of a Certificate of Completion under Section 25264 of the California Health and Safety Code with respect to some or all of the Burdened Properties and other property. In addition, as required by the Covenant, in the use and enjoyment of the Burdened Properties under this Agreement, Grantee shall: (1) comply with the Risk Management Plan ("RMP") approved by the Board for the Property and other property, to the extent applicable to the Property, (ii) obligate other entities with which it contracts for construction, property, maintenance or other activities which may disturb soil or groundwater, to comply with the applicable provisions of the RMP, and (iii) not interfere with (and ensure that entities with which it contracts do not interfere with) Grantor's or its successors or assigns compliance with the RMP.

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

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

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

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

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

Grantor:                   Catellus Development Corporation  
                                  255 Channel Street  
                                  San Francisco, California 94107  
                                  Attention: Mission Bay Development Office  
                                  Telefacsimile: (415) 974-3724

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

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

**G622172**

Grantee: Director of Administrative Services  
Department of Administrative Services  
City and County of San Francisco  
Room 362, City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102  
Telefacsimile: (415) 554-6177

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: Jesse Capin Smith, Esq.  
Telefacsimile: (415) 554-4755

and

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

and

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

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

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (except as otherwise specifically provided in Section 17 below), including without limitation all grantees and other successors-in-interest of Grantor in any of the Burdened Properties.

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

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

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

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

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

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

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

21. Default. Grantee's failure to perform any covenant or obligation of Grantee hereunder and to cure such non-performance within thirty (30) days of written notice by Grantor shall constitute a default hereunder, provided that if more than thirty (30) days are reasonably required for such cure, no event of default shall occur if Grantee commences such cure within such period and diligently prosecutes such cure to completion. Upon such default Grantor shall be entitled to all remedies and means to cure or correct such default, both legal and equitable, allowed by operation of law except termination of the Easement herein granted.



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

23. Insurance; Waiver of Subrogation.

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

(b) Waiver. The terms and provisions of this Section 23(b) shall be inoperative unless and until Grantee's policy of self-insurance changes and Grantee is procuring liability insurance covering its use of the Easement granted herein. If Grantee does obtain liability insurance, each party, for itself and, to the extent it is legally permissible for it to do so and without affecting the coverage provided by insurance maintained by such party, on behalf of its insurer hereby releases and waives any right to recover against the other party from any liability for (i) damages for injury to or death of persons, (ii) any loss or damage to property, (iii) any loss or damage to buildings or other improvements, or (iv) claims arising by reason of any of the foregoing, to the extent that such damages and/or claims under (i) through (iv) are covered (and only to the extent of such coverage) by insurance actually carried by each party, irrespective of any negligence on the part of such party which may have contributed to such loss or damage. The provisions of this paragraph (b) are intended to restrict each party (as permitted by law) to recovery for loss or damage against insurance carriers to the extent of such coverage, and waive fully, and for the benefit of the other party, any rights and/or claims that might give rise to a right of subrogation in any such insurance carrier.

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

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

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

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

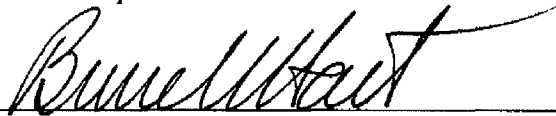
28. Prohibiting City Business with Burma. By its execution of this Agreement, Grantor attests that it is not the government of Burma (Myanmar), a person or business entity organized under the laws of Burma (Myanmar) or a "prohibited person or entity" as defined in San Francisco Administrative Code section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

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

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


By:   
ANTHONY J. DELUCCHI,  
Director of Property

CATELLUS DEVELOPMENT CORPORATION,  
a Delaware corporation

By:   
BRUCE W. HART,  
Vice President

APPROVED AS TO FORM:

LOUISE H. RENNE,  
City Attorney

By:   
ELIZABETH A. DIETRICH,  
Deputy City Attorney

G622172

STATE OF CALIFORNIA )  
 ) ss.  
CITY AND COUNTY OF SAN FRANCISCO )

On June 24, 1999 before me, the undersigned, a Notary Public in and for said State personally appeared ANTHONY J. DELUCCHI, personally known to me (OR - proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kathleen V. Bianchi  
Signature of Notary

(Seal)



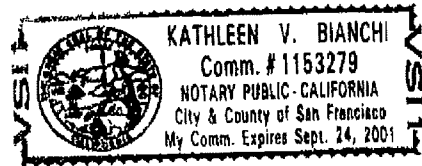
STATE OF CALIFORNIA )  
 ) ss.  
CITY AND COUNTY OF SAN FRANCISCO )

On June 24, 1999 before me, the undersigned, a Notary Public in and for said State personally appeared BRUCE W. HART, personally known to me (OR - proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kathleen V. Bianchi  
Signature of Notary

(Seal)



G622172

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated JUNE  
30, 1999 from the grantor to the City & County of San Francisco, a charter  
city and county, is hereby accepted by order of its Board of Supervisors' Ordinance Nos.  
328-98 and 330-98, adopted on October 26, 1998, and the grantee consents to  
recording thereof by its duly authorized officer.

Dated: July 8, 1999

CITY & COUNTY OF SAN FRANCISCO

By:

  
Harry J. Quinn  
Assistant Director of Property

EXHIBIT A

**G622172**

Legal Descriptions of Burdened Properties

**EXHIBIT A**  
**(SV-1)**  
**(ILLINOIS STREET)**  
**PARCEL 1**

**G622172**

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

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

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) WITH THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF ILLINOIS STREET NORTH 03° 10' 56" WEST 1282.00 FEET TO THE SOUTHERLY LINE OF FORMER MERRIMAC STREET (66.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE NORTH 86° 49' 04" EAST 80.00 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE SOUTH 03° 10' 56" EAST 1282.00 FEET TO SAID NORTHERLY LINE OF SIXTEENTH STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 86° 49' 04" WEST 80.00 FEET TO THE POINT OF BEGINNING.

OR;

ALL THAT PORTION OF ILLINOIS STREET (80.00 FEET WIDE) LYING BETWEEN THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) AND THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF MERRIMAC STREET (66.00 FEET WIDE).

CONTAINING 102,560 SQUARE FEET, MORE OR LESS.

1 of 9

PREPARED BY KCA ENGINEERS, INC.  
5/1/98 JOB 1000  
JW  
REVISED 7/13/98 A & 5/99  
01/27/01 DOC  
S:\Cty\_WE-1.doc  
5/26/99



**EXHIBIT A**  
**(SV-2)**  
**(EL DORADO STREET)**  
**PARCEL 2**

**G622172**

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

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

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

CONTAINING 42,000 SQUARE FEET, MORE OR LESS.

2 of 9

PREPARED BY KCA ENGINEERS, INC.  
5/1/98 JOB 1936  
J.W.  
REVISED 7/13/1998 A.B., 5/6/99 6/10/99  
SASV-02.DOC  
S:\cty\_WE-2.doc  
5/26/99 Revised: 6/10/99



**EXHIBIT A**  
**(SV-17)**  
**(FOURTH STREET)**  
**PARCEL 3**

**G622172**

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

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

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE) AS SHOWN UPON BOARD OF TIDE LAND COMMISSIONERS BLOCK MAP 15 FILED IN MAP BOOK "W" AT PAGE 53, IN THE OFFICE OF THE RECORDER OF SAID CITY AND COUNTY; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 43° 41' 53" EAST 130.12 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 46° 18' 07" EAST 150.00 FEET TO THE NORTHEASTERLY LINE OF FOURTH STREET; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 43° 41' 53" WEST 509.71 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 70° 49' 53" WEST 132.56 FEET TO THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE SOUTH 03° 10' 56" EAST 109.42 FEET TO THE NORTHWESTERLY CORNER OF ASSESSORS BLOCK 3837; THENCE DEPARTING SAID EASTERLY LINE NORTH 86° 49' 04" EAST 54.82 FEET TO THE SOUTHWESTERLY LINE OF FOURTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 43° 41' 53" EAST 315.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 82,646 SQUARE FEET, MORE OR LESS.

3 of 9



REVISED: 3/8/99, 5/6/99, 6/6/99  
PREPARED BY KOA ENGINEERS, INC.  
5/1/99 JOB 1936  
JW  
SAEV-17.DOC  
S:\Cty\_WE-3.doc  
5/26/99 Revised: 6/8/99



**EXHIBIT A**  
**(SV-23)**  
**(BERRY STREET)**  
**PARCEL 4**

**G622172**

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

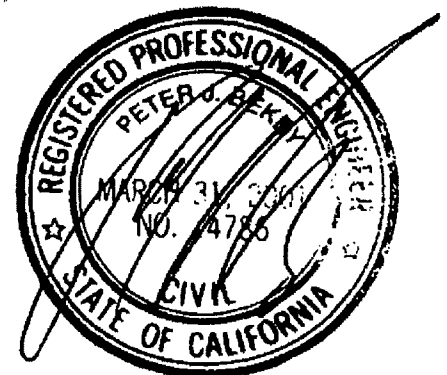
ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF FOURTH STREET (82.50 FEET WIDE) WITH THE NORTHWESTERLY LINE OF BERRY STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHWESTERLY LINE OF BERRY STREET NORTH  $46^{\circ} 18' 07''$  EAST 11.30 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE NORTH  $46^{\circ} 18' 07''$  EAST 802.65 FEET TO AN ANGLE POINT 12.00 FEET DISTANT THEREON FROM THE SOUTHWESTERLY LINE OF THIRD STREET (82.50 FEET WIDE); THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH  $43^{\circ} 41' 53''$  EAST 17.50 FEET; THENCE SOUTH  $46^{\circ} 18' 07''$  WEST 138.00 FEET TO AN ANGLE POINT; THENCE SOUTH  $43^{\circ} 41' 53''$  EAST 8.00 FEET TO AN ANGLE POINT; THENCE SOUTH  $46^{\circ} 18' 07''$  WEST 525.95 FEET TO AN ANGLE POINT; THENCE NORTH  $43^{\circ} 41' 53''$  WEST 8.00 FEET TO AN ANGLE POINT; THENCE SOUTH  $46^{\circ} 18' 07''$  WEST 138.70 FEET TO AN ANGLE POINT; THENCE NORTH  $43^{\circ} 41' 53''$  WEST 17.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 18,254 SQUARE FEET, MORE OR LESS.

4 of 9

REVISED 5/26/99  
PREPARED BY KCA ENGINEERS, INC  
5/1/98 JOB 1000  
JW  
S:\SV-23.DOC  
S:\Cty\_WE-4.doc  
5/26/99



**EXHIBIT A**  
**(SV-24)**  
**(FIFTH STREET)**  
**PARCEL 5**

**G622172**

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

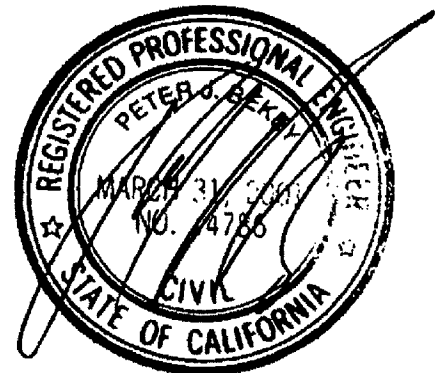
ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

ALL THAT PORTION OF FIFTH STREET (82.50 FEET WIDE) LYING BETWEEN THE SOUTHEASTERLY LINE OF TOWNSEND STREET (82.50 FEET WIDE) AND THE NORTHWESTERLY LINE OF KING STREET (70.00 FEET WIDE).

CONTAINING 22,688 SQUARE FEET, MORE OR LESS.

5 of 9

REVISED: 5/6/99  
PREPARED BY KCA ENGINEERS INC  
5/1/88 JOB NO. 1936  
J.W  
S:\SV-04.DOC  
S:\Cty\_WE-5.doc  
5/26/99



**EXHIBIT A**  
**(SV-27)**  
**(SIXTH STREET)**  
**PARCEL 6**

**G622172**

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

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

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SIXTH STREET (82.50 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF BERRY STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE OF SIXTH STREET SOUTH 43° 41' 53" EAST 240.00 FEET TO THE NORTHWESTERLY LINE OF CHANNEL STREET (105.00 FEET WIDE); THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 46° 18' 07" WEST 82.50 FEET TO THE SOUTHWESTERLY LINE OF SIXTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 43° 41' 53" WEST 240.00 FEET TO SAID SOUTHEASTERLY LINE OF BERRY STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46° 18' 07" EAST 82.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 19,800 SQUARE FEET, MORE OR LESS.

6 of 9

REVISED: 5/6/99 6/8/99  
PREPARED BY KCA ENGINEERS, INC  
5/1/98 JOB 1933  
J.W  
S:\SV-27.DOC  
S:\Cty\_WE-6.doc  
5/26/99 Revised: 6/8/99



G622172

**EXHIBIT A**  
**(A PORTION OF SV-28)**  
**PARCEL 7**

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

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

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SIXTH STREET (82.50 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF BERRY STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE OF SIXTH STREET NORTH  $43^{\circ}41'53''$  WEST 1.50 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH  $46^{\circ}18'07''$  WEST 53.00 FEET; THENCE SOUTH  $43^{\circ}41'53''$  EAST 1.50 FEET TO THE SOUTHEASTERLY LINE OF BERRY STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH  $46^{\circ}18'07''$  EAST 53.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 79 SQUARE FEET, MORE OR LESS.



G622172

**EXHIBIT A**  
(SV-29)  
(BERRY STREET BETWEEN 5<sup>TH</sup> & 6<sup>TH</sup> STREETS)  
**PARCEL 8**

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

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

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF FIFTH STREET (82.50 FEET WIDE ) WITH THE NORTHWESTERLY LINE OF BERRY STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE OF FIFTH STREET SOUTH 43° 41' 53" EAST 17.75 FEET TO AN ANGLE POINT; THENCE SOUTH 46° 18' 07" WEST 803.15 FEET TO AN ANGLE POINT; THENCE NORTH 13° 48' 27" EAST 33.04 FEET TO SAID NORTHWESTERLY LINE OF BERRY STREET; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 46° 18' 07" EAST 775.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,009 SQUARE FEET, MORE OR LESS.

8 of 9

PREPARED BY KCA ENGINEERS, INC  
5/1/99 JOB 1936  
J.W.  
S:\SV\25.DOC  
S:\Cty\_WE-8.doc  
5/26/99



G622172

**EXHIBIT A**  
**(SV-32)**  
**(BERRY STREET BETWEEN 6<sup>TH</sup> & 7<sup>TH</sup> STREETS)**  
**PARCEL 9**

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

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

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SEVENTH STREET (82.50 FEET WIDE) WITH THE NORTHWESTERLY LINE OF BERRY STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE OF SEVENTH STREET SOUTH  $43^{\circ} 41' 53''$  EAST 8.50 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH  $46^{\circ} 18' 07''$  EAST 539.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 48.50 FEET; THENCE NORTHEASTERLY 29.15 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $34^{\circ} 26' 15''$  TO A POINT ON SAID NORTHWESTERLY LINE OF BERRY STREET; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH  $46^{\circ} 18' 07''$  WEST 566.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,741 SQUARE FEET, MORE OR LESS.

9 of 9

REVISED: 7/28/98, 5/7/99  
PREPARED BY KCA ENGINEERS, INC  
5/26/98 JOB 1936  
JW  
S:\SV-32.DOC  
S:\City\_WE-9.doc  
5/26/99



**G622172**

CITY WATERLINE EASEMENT, ILLINOIS, E; DORADO, 4TH, BERRY, 5TH  
AND 6TH STREETS

PORTIONS OF ILLINOIS, EL DORADO, 4TH, BERRY, 5TH AND 6TH  
STREETS

San Francisco Assessor-Recorder  
Doris M. Ward, Assessor-Recorder  
**DOC- 99-G622173-00**

Acct 21-Mayer's Office Housing & Econ Dev.  
Monday, JUL 19, 1999 13:39:50  
FRE \$0.00  
Ttl Pd \$0.00 Nbr-0001228626  
REEL H429 IMAGE 0525 oji/JL/1-21

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

City and County of San Francisco  
Director of Property  
25 Van Ness Avenue, Suite 400  
San Francisco, CA 94108

*ogx*

EASEMENT AGREEMENT  
(City Storm/Sewer Easement)

This Easement Agreement ("Agreement") is made this 30<sup>th</sup> day of June, 1999, by and between Catellus Development Corporation, a Delaware corporation ("Grantor") and the City and County of San Francisco ("Grantee"), with reference to the following facts:

A. Grantor is the owner of those certain parcels of real property situated in the City and County of San Francisco, State of California, described in Exhibit "A" attached hereto (individually, a "Burdened Property", and collectively, the "Burdened Properties").

B. Grantee operates combined public storm sewer and sanitary sewer lines located within the Burdened Properties.

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

(i) that certain Amended and Restated Mission Bay City Land Transfer Agreement dated as of November 16, 1998 (the "Amended CLTA") by and between Grantee and Grantor.

(ii) that certain Amended and Restated Mission Bay Port Land Transfer Agreement dated as of November 16, 1998 (the "Amended PLTA") by and between Grantee (acting when necessary therein by and through the San Francisco Port Commission) and Grantor. The Amended CLTA and the Amended PLTA are hereinafter collectively referred to as the "Land Transfer Agreements."

D. At the time of the execution of the foregoing agreements the Burdened Properties were owned by Grantee and consisted of paper and/or existing public streets.

E. Concurrently with the recordation hereof Grantee vacated the Burdened Properties as public streets and conveyed the Burdened Properties to Grantor pursuant to provisions of the Land Transfer Agreements.



F. This Agreement and the easement herein granted are being executed and delivered in order to preserve the continued use and maintenance of certain existing public storm sewer lines and related structures operated by Grantee within the Burdened Properties in accordance with the provisions of this Agreement, as contemplated under the Land Transfer Agreements.

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

1. Grant of Easement. Subject to the provisions of this Agreement, Grantor hereby grants to Grantee a non-exclusive easement ("Easement") for the maintenance, operation, repair and removal of existing public utility facilities, including existing lines, pipes, conduits, and other convenient structures, equipment and fixtures (collectively, the "Facilities"), for the operation of combined public storm sewer and sanitary sewer lines in their existing locations within the Burdened Properties, together with reasonable access thereto for the purposes set forth above.

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

3. Term of Easement.

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

(b) Termination. In addition, the Easement described in Section 1 above shall terminate, in whole or in part, upon the earliest of (i) the Grantee's acceptance of a new dedicated public street or streets in place of the portions of the Burdened Properties in which the applicable Facilities are located or (ii) the determination by the Grantee's Director of Public Works that (A) reasonable alternative utility service has been provided to areas served by the applicable Facilities or (B) the areas served by the applicable portion of the Facilities no longer require the service (as may be evidenced by written notice from the owners of the property being served that service is no longer required) and that any new facilities shall be placed in newly dedicated streets pursuant to then applicable franchise rights or other applicable state or federal laws or otherwise in locations and on terms and conditions reasonably satisfactory to Grantee's Director of Property, the Director of Public Works, and where appropriate, the Executive Director of the Port Commission, including, without limitation, the location, term, including scope, access rights and maintenance rights for the new Facilities.

(c) Quitclaim. Upon the termination, in whole or in part, in accordance with this Section 3, of the Easement granted in Section 1 of this Agreement, the Director of Property for Grantee shall cause to be executed, acknowledged and delivered on behalf of Grantee to Grantor a quitclaim deed to evidence such termination (without further action of the Board of Supervisors of Grantee).

4. Condition of the Burdened Properties.

(a) As-Is. Grantor makes no representations or warranties whatsoever, under this Agreement with respect to the current physical condition of the Burdened Properties and Grantor shall have no responsibility under this Agreement with respect thereto (except as otherwise specifically set forth herein), and the use of the Easement herein granted shall be with the Burdened Properties in their "as is" physical condition, except as otherwise specifically provided herein. Grantee hereby waives any and all claims against Grantor arising from, out of or in connection with the suitability of the physical conditions of the Burdened Properties for the uses permitted under Section 1 above. However, Grantor shall not take any action that would unreasonably impair the ability of Grantee to use the Easement herein granted. Nothing herein shall be construed in any way to alter, amend, or otherwise relieve Grantor or Grantee of any of their respective responsibilities with regard to the physical condition of the Burdened Properties (including without limitation, responsibilities with regard to environmental investigation and remediation) set forth in the Land Transfer Agreements or in any other document instrument or agreement by and among the parties.

(b) Maintenance. Grantee agrees to maintain each of the applicable portions of the Burdened Properties in which the Facilities are located in a safe condition and in such physical condition as Grantee reasonably deems necessary to allow Grantee to exercise the Easement provided that such maintenance does not unreasonably impede the use of the Burdened Properties as a roadway by Grantor or Grantor's licensees. In addition, Grantee shall maintain the Facilities in good working order and condition consistent with the manner Grantee maintains other City-owned utilities. Except as specifically herein provided, Grantor and Grantee shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description to the Burdened Properties, including the improvements at any time located on the Burdened Properties. Upon termination of the Easement, or any portion thereof, Grantee shall surrender use and possession of the Burdened Properties, or applicable portion thereof, free and clear of any liens or encumbrances relating to or arising in connection with the use of the Burdened Properties by reason of the Easement.

5. Indemnification.

(a) Indemnity. Grantee shall indemnify, defend and hold Grantor, its officers, directors, shareholders, employees and agents (hereinafter collectively called "Indemnified Parties") harmless from all liabilities, penalties, costs, damages, expenses, causes of action, claims or judgments (including without limitation reasonable attorneys fees) (collectively, "Indemnified Claims"), resulting from (i) injury or the death of any person (including without limitation any Indemnified Party) or physical damage to property, real or personal, of any kind

wherever located and by whomever owned (including, without limitation, property owned by an Indemnified Party), which injury, death or physical damage arises out of or is connected with Grantee's (or Grantee's officers, employees, agents, contractors, licensees, or invitees) use or occupancy of any of the Burdened Properties under the authority of the Easement, and (ii) the use, generation, processing, production, packaging, treatment, storage, emission, discharge or disposal of Hazardous Materials (as that term is defined hereinbelow) on or about the Burdened Properties by Grantee, its agents, employees, contractors, invitees or licensees in connection with the exercise of Grantee's rights under the Easement. For purposes of this Section 5, the term "Hazardous Materials" shall mean any substance, material or waste that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment, including, but not limited to petroleum, petroleum-based products, natural gas, or any substance, material, or waste that is or shall be listed, regulated or defined by federal, state or local statute, regulation, rule, ordinance or other governmental requirement to be hazardous, acutely hazardous, extremely hazardous, toxic, radioactive, biohazardous, infectious, or otherwise dangerous.

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

6. Litigation Expenses.

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

the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

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

(c) Fee Award for City Attorney's, Catellus In-House Counsel. For purposes of this Agreement, reasonable fees of attorneys of the Grantee's Office of City Attorney and any in-house counsel of Grantor shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for which Grantee's or Grantor's in-house counsel's services were rendered who practice in the City and County of San Francisco, State of California, in law firms with approximately the same number of attorneys as employed by the Office of City Attorney, or, in the case of Grantor's in-house counsel, as employed by the outside counsel for Grantor.

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

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

9. Covenant and Environmental Restriction on Property. This Agreement and the Easement contained herein shall be subject to, and in the use and enjoyment of the Burdened Properties under this Agreement Grantee shall at all times comply with, all of the terms, covenants and conditions set forth in, and/or imposed as a result of that certain Covenant and Environmental Restriction on Property ("Covenant") made by (or to be made by) Grantor, for the benefit of (and in the form previously approved by) the California Regional Water Quality Control Board for the San Francisco Bay Region ("Board"), in order to satisfy one or more conditions imposed by resolution of the Board dated May 20, 1998, to the issuance of a Certificate of Completion under Section 25264 of the California Health and Safety Code with respect to some or all of the Burdened Properties and other property. In addition, as required by the Covenant, in the use and enjoyment of the Burdened Properties under this Agreement, Grantee shall: (1) comply with the Risk Management Plan ("RMP") approved by the Board for the Property and other property, to the extent applicable to the Property, (ii) obligate other

## G622173

entities which with it contracts for construction, property, maintenance or other activities which may disturb soil or groundwater, to comply with the applicable provisions of the RMP, and (iii) not interfere with (and ensure that entities with which it contracts do not interfere with) Grantor's or its successors or assigns compliance with the RMP.

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

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

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

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

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

Grantor:                   Catellus Development Corporation  
                                  255 Channel Street  
                                  San Francisco, California 94107  
                                  Attention: Mission Bay Development Office  
                                  Telefacsimile: (415) 974-3724

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

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

Grantee: Director of Administrative Services  
Department of Administrative Services  
City and County of San Francisco  
Room 362, City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102  
Telefacsimile: (415) 554-6177

**G622173**

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: Jesse Capin Smith, Esq.  
Telefacsimile: (415) 554-4755

and

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

and

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

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

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (except as otherwise specifically provided in Section 17 below), including without limitation all grantees and other successors-in-interest of Grantor in any of the Burdened Properties.

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

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

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

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

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

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

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

21. Default. Grantee's failure to perform any covenant or obligation of Grantee hereunder and to cure such non-performance within thirty (30) days of written notice by Grantor shall constitute a default hereunder, provided that if more than thirty (30) days are reasonably required for such cure, no event of default shall occur if Grantee commences such cure within such period and diligently prosecutes such cure to completion. Upon such default Grantor shall be entitled to all remedies and means to cure or correct such default, both legal and equitable, allowed by operation of law except termination of the Easement herein granted.

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

23. Insurance; Waiver of Subrogation.

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

(b) Waiver. The terms and provisions of this Section 23(b) shall be inoperative unless and until Grantee's policy of self-insurance changes and Grantee is procuring liability insurance covering its use of the Easement granted herein. If Grantee does obtain liability insurance, each party, for itself and, to the extent it is legally permissible for it to do so and without affecting the coverage provided by insurance maintained by such party, on behalf of its insurer hereby releases and waives any right to recover against the other party from any liability for (i) damages for injury to or death of persons, (ii) any loss or damage to property, (iii) any loss or damage to buildings or other improvements, or (iv) claims arising by reason of any of the foregoing, to the extent that such damages and/or claims under (i) through (iv) are covered (and only to the extent of such coverage) by insurance actually carried by each party, irrespective of any negligence on the part of such party which may have contributed to such loss or damage. The provisions of this paragraph (b) are intended to restrict each party (as permitted by law) to recovery for loss or damage against insurance carriers to the extent of such coverage, and waive fully, and for the benefit of the other party, any rights and/or claims that might give rise to a right of subrogation in any such insurance carrier.

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

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

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



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


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

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

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


By:   
ANTHONY J. DELUCCHI  
Director of Property 

CATELLUS DEVELOPMENT CORPORATION,  
a Delaware corporation

By:   
BRUCE W. HART,  
Vice President

APPROVED AS TO FORM:

LOUISE H. RENNE,  
City Attorney

By:   
ELIZABETH DIETRICH  
Deputy City Attorney

G622173

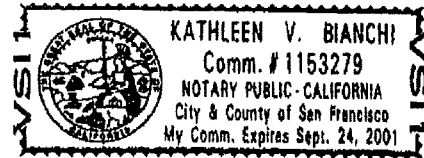
STATE OF CALIFORNIA )  
 ) ss.  
CITY AND COUNTY OF SAN FRANCISCO )

On June 24, 1999 before me, the undersigned, a Notary Public in and for said State, personally appeared ANTHONY J. DELUCCHI, personally known to me (OR - proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kathleen V. Bianchi  
Signature of Notary

(Seal)



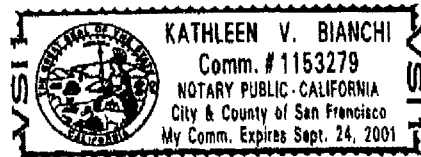
STATE OF CALIFORNIA )  
 ) ss.  
CITY AND COUNTY OF SAN FRANCISCO )

On June 24, 1999 before me, the undersigned, a Notary Public in and for said State, personally appeared BRUCE W. HART, personally known to me (OR - proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kathleen V. Bianchi  
Signature of Notary

(Seal)



G622173

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated June  
30, 1999 from the grantor to the City & County of San Francisco, a charter  
city and county, is hereby accepted by order of its Board of Supervisors' Ordinance Nos.  
328-98 and 330-98, adopted on October 26, 1998, and the grantee consents to  
recordation thereof by its duly authorized officer.

Dated: July 8, 1999

CITY & COUNTY OF SAN FRANCISCO

By:

  
Harry J. Quinn  
Assistant Director of Property

EXHIBIT A

**G622173**

(Legal Descriptions of Burdened Properties)

EXHIBIT A

(Legal Descriptions of Burdened Properties)

**G622173**

**EXHIBIT A**  
**(SV-1)**  
**(ILLINOIS STREET)**  
**PARCEL 1**

**G622173**

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

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

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) WITH THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF ILLINOIS STREET NORTH  $03^{\circ} 10' 56''$  WEST 1282.00 FEET TO THE SOUTHERLY LINE OF FORMER MERRIMAC STREET (66.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE NORTH  $86^{\circ} 49' 04''$  EAST 80.00 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE SOUTH  $03^{\circ} 10' 56''$  EAST 1282.00 FEET TO SAID NORTHERLY LINE OF SIXTEENTH STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH  $86^{\circ} 49' 04''$  WEST 80.00 FEET TO THE POINT OF BEGINNING.

OR;

ALL THAT PORTION OF ILLINOIS STREET (80.00 FEET WIDE) LYING BETWEEN THE NORTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) AND THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF MERRIMAC STREET (66.00 FEET WIDE).

CONTAINING 102,560 SQUARE FEET, MORE OR LESS.

1 of 6

PREPARED BY RCA ENGINEERS, INC.  
5/1/98 JOB 1936  
J.V.  
REVISED 7/13/1998 A.B., 5/8/99  
S:\SV-01.DOC  
S:\Cty-SSE-1.doc  
5/26/99



**EXHIBIT A**  
**(SV-2)**  
**(EL DORADO STREET)**  
**PARCEL 2**

**G622173**

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

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

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF EL DORADO STREET (150.00 FEET WIDE) WITH THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF EL DORADO STREET NORTH 86° 49' 04" EAST 280.00 FEET TO THE EASTERLY LINE OF FORMER MICHIGAN STREET (80.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY EXTENSION OF SAID EASTERLY LINE SOUTH 03° 10' 56" EAST 150.00 FEET TO THE SOUTHERLY LINE OF EL DORADO STREET; THENCE ALONG SAID SOUTHERLY LINE SOUTH 86° 49' 04" WEST 280.00 FEET TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE NORTH 03° 10' 56" WEST 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 42,000 SQUARE FEET, MORE OR LESS.

2 of 6

PREPARED BY KCA ENGINEERS, INC.  
6/1/98 JOB 1936  
J.W.  
REVISED 7/13/1998 A.B. 6/6/99, 6/10/99  
S:\SV-02.DOC  
S:\Cty-SSE-2.doc  
5/26/99 Revised: 6/10/99



**EXHIBIT A**  
**(SV-16)**  
**(ILLINOIS STREET)**  
**PARCEL 3**

**G622173**

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

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

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE) AS SHOWN UPON BOARD OF TIDE LAND COMMISSIONERS BLOCK MAP 15 FILED IN MAP BOOK "W" AT PAGE 53, IN THE OFFICE OF THE RECORDER OF SAID CITY AND COUNTY; THENCE ALONG SAID EASTERLY LINE OF ILLINOIS STREET SOUTH 03° 10' 56" EAST 417.23 FEET TO THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF MERRIMAC STREET (66.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE SOUTH 86° 49' 04" WEST 80.00 FEET TO THE WESTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID WESTERLY LINE NORTH 03° 10' 56" WEST 510.84 FEET TO SAID SOUTHWESTERLY LINE OF FOURTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 43° 41' 53" EAST 123.14 FEET TO THE POINT OF BEGINNING.

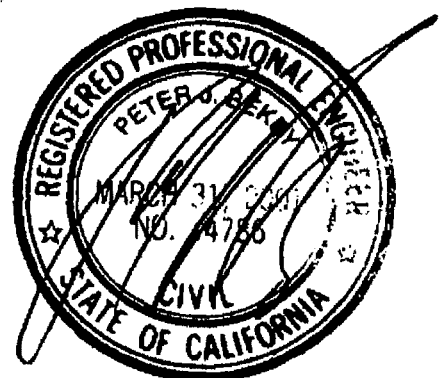
OR;

ALL THAT PORTION OF ILLINOIS STREET (80.00 FEET WIDE) LYING BETWEEN THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE) AND THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF MERRIMAC STREET (66.00 FEET WIDE).

CONTAINING 37,123 SQUARE FEET, MORE OR LESS.

3 of 6

REVISED: 5/6/99, 6/10/99  
PREPARED BY KCA ENGINEERS, INC  
5/1/98 JOB 15016  
J.W  
S:\SV-16.DOC  
S:\Cty-SSE-3.doc  
5/26/99 Revised: 6/10/99





**EXHIBIT A**  
**(SV-17)**  
**(FOURTH STREET)**  
**PARCEL 4**

**G622173**

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

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

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE) AS SHOWN UPON BOARD OF TIDE LAND COMMISSIONERS BLOCK MAP 15 FILED IN MAP BOOK "W" AT PAGE 53, IN THE OFFICE OF THE RECORDER OF SAID CITY AND COUNTY; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 43° 41' 53" EAST 130.12 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 46° 18' 07" EAST 150.00 FEET TO THE NORTHEASTERLY LINE OF FOURTH STREET; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 43° 41' 53" WEST 509.71 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 70° 49' 53" WEST 132.56 FEET TO THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE SOUTH 03° 10' 56" EAST 109.42 FEET TO THE NORTHWESTERLY CORNER OF ASSESSORS BLOCK 3837; THENCE DEPARTING SAID EASTERLY LINE NORTH 86° 49' 04" EAST 54.82 FEET TO THE SOUTHWESTERLY LINE OF FOURTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 43° 41' 53" EAST 315.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 82,646 SQUARE FEET, MORE OR LESS.



**EXHIBIT A**  
**(SV-24)**  
**(FIFTH STREET)**  
**PARCEL 5**

**G622173**

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

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

ALL THAT PORTION OF FIFTH STREET (82.50 FEET WIDE) LYING BETWEEN THE SOUTHEASTERLY LINE OF TOWNSEND STREET (82.50 FEET WIDE) AND THE NORTHWESTERLY LINE OF KING STREET (70.00 FEET WIDE).

CONTAINING 22,688 SQUARE FEET, MORE OR LESS.

5 of 6

REVISED: 5/6/99  
PREPARED BY KCA ENGINEERS, INC.  
5/1/98 JOB NO. 1936  
J.W.  
S:\SV-24.DOC  
S:\Cty-SSE-5.doc  
5/26/99



**EXHIBIT A**  
**(SV-23)**  
**(BERRY STREET)**  
**PARCEL 6**

**G622173**

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

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

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF FOURTH STREET (82.50 FEET WIDE) WITH THE NORTHWESTERLY LINE OF BERRY STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHWESTERLY LINE OF BERRY STREET NORTH  $46^{\circ} 18' 07''$  EAST 11.30 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE NORTH  $46^{\circ} 18' 07''$  EAST 802.65 FEET TO AN ANGLE POINT 12.00 FEET DISTANT THEREON FROM THE SOUTHWESTERLY LINE OF THIRD STREET (82.50 FEET WIDE); THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH  $43^{\circ} 41' 53''$  EAST 17.50 FEET; THENCE SOUTH  $46^{\circ} 18' 07''$  WEST 138.00 FEET TO AN ANGLE POINT; THENCE SOUTH  $43^{\circ} 41' 53''$  EAST 8.00 FEET TO AN ANGLE POINT; THENCE SOUTH  $46^{\circ} 18' 07''$  WEST 525.95 FEET TO AN ANGLE POINT; THENCE NORTH  $43^{\circ} 41' 53''$  WEST 8.00 FEET TO AN ANGLE POINT; THENCE SOUTH  $46^{\circ} 18' 07''$  WEST 138.70 FEET TO AN ANGLE POINT; THENCE NORTH  $43^{\circ} 41' 53''$  WEST 17.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 18,254 SQUARE FEET, MORE OR LESS.

6 of 6

REVISED: 5/6/99  
PREPARED BY KCA ENGINEERS, INC.  
5/1/98 JOB 1936  
J.W.  
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S:\Cty-SSE-6.doc  
6/10/99



**G622173**

CITY STORM/SEWER EASEMENT, ILLINOIS, E: DORADO, 4TH, BERRY, 5TH  
AND 6TH STREETS

PORTIONS OF ILLINOIS, EL DORADO, 4TH, BERRY, 5TH AND 6TH  
STREETS