

File No. 150997

Committee Item No. 4
Board Item No. 68

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

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| <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 |
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| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Grant of water Main Easement</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Public Hearing Notice</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>OTI Determination</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PW order No. 184229</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>offer of Dedication</u> |
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Completed by: Linda Wong Date November 6, 2015
Completed by: Linda Wong Date 11-20-15

AMENDED IN COMMITTEE
11/9/15

FILE NO. 150997

ORDINANCE NO.

1 [Golden State Warriors Events Center at Mission Bay – Street and Easement Vacations]

2
3 **Ordinance ordering the summary vacation of four easements for water line, sanitary**
4 **sewer, and/or storm water purposes and two offers of dedication within portions of**
5 **Assessor’s Block No. 8722, Lot Nos. 1 and 8 within the Mission Bay South**
6 **Redevelopment Plan Area for the Golden State Warriors Event Center and Mixed-Use**
7 **Development at Mission Bay South Blocks 29-32; authorizing a termination and**
8 **quitclaim of the easements and other City and County of San Francisco rights and**
9 **interest in the vacated areas; authorizing the General Manager of the Public Utilities**
10 **Commission and the Director of Property to execute the quitclaim deeds for the**
11 **vacated easements and vacation area; ~~retroactively extending a providing~~ license**
12 **agreement(s), including if appropriate, a retroactive extension of the previously**
13 **executed agreement, for the public’s use of the temporary Terry A. Francois Boulevard**
14 **Connector Road; adopting findings pursuant to the California Environmental Quality**
15 **Act; and making findings of consistency with the Mission Bay South Redevelopment**
16 **Plan, the General Plan, and the eight priority policies of Planning Code, Section 101.1,**
17 **for the actions contemplated in this Ordinance.**

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

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

25 Section 1. **General Findings.**

1 (a) GSW Arena LLC ("GSW"), an affiliate of the Golden State Warriors, LLC, which
2 owns and operates the Golden State Warriors National Basketball Association team,
3 proposes to construct a multi-purpose event center and a variety of mixed uses, including
4 office, retail, open space, and structured parking on an approximately 11-acre site on Blocks
5 29-32 (Assessor's Block 8722, Lots 1 and 8) in Mission Bay South (the "Project"). The Project
6 site is bounded by South Street on the north, Third Street on the west, 16th Street on the
7 south, and by the future planned realigned Terry A. Francois Boulevard on the east. The
8 areas on the Project site shown in Public Works ("PW") draft SUR Map Nos. 2015-004 and
9 2015-005 dated _____, 2015 (the "Vacation Area") are subject to certain sanitary
10 sewer, storm drain, and water line easements (the "Public Utility Easements") and certain
11 Offers of Dedication (for street and roadway purposes), as indicated on the maps. Copies of
12 the maps, the Offers, and Public Utility Easements are on file with the Clerk of the Board of
13 Supervisors in File No. 150997.

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

19 (c) The Planning Department, in a letter dated November 6, 2015, determined that the
20 actions contemplated in this ordinance are consistent, on balance, with the City's General
21 Plan and eight priority policies of Planning Code Section 101.1. A copy of said letter is on file
22 with the Clerk of the Board of Supervisors in File No. 150997 and is incorporated herein by
23 reference.

24 (d) In a letter dated November 4, 2015, the Office of Community Investment and
25 Infrastructure found that the proposed vacation and other actions are consistent with the

1 Mission Bay South Redevelopment Plan and Plan Documents (the "OCII Letter"). A copy of
2 the OCII Letter is on file with the Clerk of the Board of Supervisors in File No. 150997 and is
3 incorporated herein by reference.

4 (e) The City and ~~FOCIL-MB, LLC, the successor in interest to~~ Catellus Development
5 Corporation, the original developer for Mission Bay, entered into a license agreement (the
6 "License Agreement") to allow public and vehicular access to and use of certain temporary
7 street improvements and underlying land comprising the temporary design of Terry A.
8 Francois Boulevard. A copy of the License Agreement is on file with the Clerk of the Board of
9 Supervisors in File No. 150997 ~~and is incorporated herein by reference.~~ The License
10 Agreement expired by its own terms on or about August 29, 2003, although the public
11 continues to have access to this temporary section of roadway. A portion of the land that is
12 subject to the License Agreement has been or will be acquired by GSW for the Project.

13
14 **Section 2. Summary Vacation of the Public Utility Easements and Offers of**
15 **Dedication in the Vacation Area.**

16 (a) **Findings.**

17 (1) California Street and Highways Code Sections 8300 et seq. and San
18 Francisco Public Works Code Section 787(a) set forth the procedures that the City and
19 County of San Francisco follows to vacate public streets and public service easements.
20 California Street and Highways Code Sections 8330 et seq. permits the summary vacation of
21 a public street or public service easement if certain conditions are satisfied.

22 (2) Section 8333(a) of the California Streets and Highways Code provides that
23 the legislative body of a local agency may summarily vacate a public service easement under
24 certain circumstances.

1 (3) Section 8334(a) of the California Streets and Highways Code provides that
2 the legislative body of a local agency may summarily vacate an excess right-of-way of a street
3 or highway under certain circumstances. In this case, San Francisco is treating the existing
4 Offers of Dedication for street and roadway purposes as the equivalent of excess street right-
5 of-way even though no street improvements have been constructed on the areas identified in
6 the Offers of Dedication.

7 (4) In PW Order No. 184229, dated November 6, 2015, the Director of Public
8 Works (the "PW Director") determined: (A) the Public Utility Easements within the Vacation
9 Area can be summarily vacated under California Streets and Highways Code Section 8333(a)
10 because the subject easements have not been used for the purposes dedicated or acquired
11 for five consecutive years prior to the vacation action; (B) the Offers of Dedication within the
12 Vacation Area can be summarily vacated under California Streets and Highways Code
13 Section 8334(a) because the Offers of Dedication for public right-of-way are the equivalent of
14 excess right-of-way that is not required for street or highway purposes as these areas will be
15 replaced with other offers of dedication for larger areas in accordance with the Mission Bay
16 South Redevelopment Plan street design requirements; (C) there are no functioning in-place
17 public or private utility facilities that would be affected by the vacation of the Public Utility
18 Easements within the Vacation Area, which allows the City to proceed with a summary
19 vacation under Streets and Highways Code Section 8334.5; (D) the areas within the Vacation
20 Area offered for street and roadway purposes and the Public Utility Easements are
21 unnecessary for the City's present or prospective public street, sidewalk, and service
22 easement purposes; (E) pursuant to the Streets and Highways Code Section 892(a), the
23 Vacation Area hereunder is no longer useful as a nonmotorized transportation facility, as
24 defined in Section 887 of said Code, because the design of the Project contains new facilities
25 for bicycle and pedestrian movement that are equal to or in excess of what may currently

1 exist; and (F) the public interest, convenience, and necessity do not require any easements or
2 other rights be reserved for any public or private utility facilities that are in place in the
3 Vacation Area and that any rights based upon any such public or private utility facilities shall
4 be extinguished automatically upon the effectiveness of the vacation. A copy of the PW Order
5 is on file with the Clerk of the Board of Supervisors in File No. 150997 and incorporated herein
6 by reference.

7 (5) In addition, in PW Order No.184229, the PW Director recommends that the
8 Board retroactively extend the License Agreement for the temporary design of Terry A.
9 Francois Boulevard Connector Road to allow continued public and vehicular access to and
10 use of that street segment until such time as the PW Director, in consultation with other
11 affected City departments, approves alternative traffic routing during construction and,
12 subsequently, when the permanent design for Terry A. Francois Boulevard in this location is
13 publicly dedicated and open for public use. In addition, the PW Director recommends that the
14 Board delegate to the Director of Property the authority to enter into a license with GSW for
15 public access over that portion of the licensed area acquired by GSW (the "GSW Access
16 License"), in substantially the form of the proposed license agreement on file with the Clerk of
17 the Board of Supervisors in File No. 150997 and incorporated herein by reference. The
18 process to publicly dedicate and open streets for public use, such as the subject segment of
19 Terry A. Francois Boulevard, is described in companion legislation concerning the delegation
20 of public improvement approvals that is on file with the Clerk of the Board of Supervisors in
21 File No. 150996.

22 (b) **Ordering a Summary Vacation of the Public Utility Easements and Offers of**
23 **Dedication in the Vacation Area.**

24 (1) The Board of Supervisors finds that the street and easement vacation action
25 (the "Vacation Action ") and related approvals specified herein are consistent with the General

1 Plan and Planning Code Section 101.1 for the reasons set forth in the November 6, 2015
2 determination of the Planning Department and adopts said findings as its own.

3 (2) The Board of Supervisors finds that the Vacation Action and related
4 approvals specified herein are consistent with the Mission Bay South Redevelopment Plan for
5 the reasons set forth in the OCII Letter and adopts said findings as its own.

6 (3) The Board of Supervisors adopts the findings of the PW Director in PW
7 Order No. 184229 as its own.

8 (4) The Board of Supervisors finds that the Vacation Area is unnecessary for
9 present or prospective public use, subject to the conditions described in this ordinance.

10 (5) The Board of Supervisors hereby summarily vacates the areas within the
11 Vacation Area offered for street and roadway purposes and the Public Utilities Easements, as
12 shown on draft SUR Map Nos. 2015-004 and 2015-005, pursuant to California Street and
13 Highways Code Sections 8300 et seq. and San Francisco Public Works Code Section 787(a)
14 and quitclaims its interest in the Vacation Area as described in draft quitclaim deeds and
15 related termination agreements in substantially the form on file with the Clerk of the Board of
16 Supervisors in File No. 150997.

17 (6) The public interest and convenience require that the Vacation Action and
18 related approvals be done as declared in this ordinance.

19 (7) The Vacation Actions shall be conditioned upon: (A) notification from the
20 San Francisco Public Utilities Commission to the PW Director that the Public Utility
21 Easements are surplus and no longer required because they are proposed to be abandoned
22 and/or replaced with equivalent or better public utility facilities as part of the Project and its
23 public improvement requirements under the Mission Bay South Infrastructure Plan and (B) the
24 City's receipt of replacement irrevocable offers of public improvements and recordation of
25 irrevocable offers for real property underlying such public improvements. Upon the

1 satisfaction of the conditions, the vacations shall be effective automatically and without the
2 requirement for further Board action whatsoever as to all of the Vacation Area. The
3 replacement irrevocable offers of public improvements and real property are described in
4 companion legislation concerning the delegation of public improvement approvals that is on
5 file with the Clerk of the Board of Supervisors in File No. 150996 and incorporated herein by
6 reference. Copies of the draft irrevocable offers are on file with the Clerk of the Board of
7 Supervisors are in File No. 150996.

8
9 **Section 3. License Agreement for the Temporary Design**Use **of Terry A. Francois**
10 **Boulevard Connector Road.** The Board of Supervisors approves the ~~retroactive extension~~
11 ~~the License Agreement~~execution of a license agreement or agreements, substantially in the
12 form of the License Agreement, which, if feasible and appropriate may include a retroactive
13 extension of the prior License Agreement. to allow continued public and vehicular access to
14 and use of the temporary segment of Terry A. Francois Boulevard until such time as the PW
15 Director, in consultation with other affected City departments, approves alternative traffic
16 routing during construction and, subsequently, when the permanent design for Terry A.
17 Francois Boulevard in this location is publicly dedicated and open for public use. The Board
18 of Supervisors hereby delegates to the Director of Property, in consultation with the PW
19 Director and the City Attorney, the authority to ~~retroactively extend the term of the License~~
20 ~~Agreement~~negotiate and execute such license agreement(s) in accordance with the
21 conditions set forth in this ordinance and to take all actions necessary to implement the intent
22 of this ordinance in regard to the ~~extension of the~~temporary Connector Road License
23 Agreement. The Board of Supervisors hereby authorizes the Director of Property to execute
24 the GSW Access License in substantially the form presented to this Board and to enter into
25 any additions, amendments, or other modifications to the GSW Access License (including,

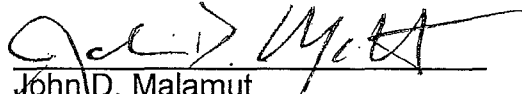
1 without limitation, the attached exhibits) that the Director of Property, in consultation with the
2 PW Director and the City Attorney, determines is in the best interest of the City, do not
3 materially increase the obligations or liabilities of the City, and are necessary or advisable to
4 implement the intent of this ordinance in regard to providing continued public access to the
5 segment of the temporary Terry A. Francois Boulevard Connector Road located on property
6 owned by GSW until such time as the PW Director, in consultation with other affected City
7 departments, approves alternative traffic routing during construction or when the permanent
8 design for Terry A. Francois Boulevard in this location is publicly dedicated and open for
9 public use.

10
11 **Section 4. Official Acts in Furtherance of the Ordinance.** The Board of Supervisors
12 directs the PW Director, the Director of Property, and the General Manager of the San
13 Francisco Public Utilities Commission, in consultation with the City Attorney, to take all actions
14 necessary to implement the intent of this ordinance, including finalizing and recording of
15 replacement irrevocable offers of public improvements and real property underlying such
16 improvements and the finalizing and recording of the termination agreements and quitclaim
17 deeds that release the City's interests in the Vacation Area.

18
19 **Section 5. Effective Date.** This ordinance shall become effective 30 days after
20 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the
21 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board
22 of Supervisors overrides the Mayor's veto of the ordinance.

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

By: 
John D. Malamut
Deputy City Attorney

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LEGISLATIVE DIGEST

[Golden State Warriors Event Center at Mission Bay – Street and Easement Vacations]

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; providing license agreement(s), including if appropriate, a retroactive extension of the previously executed agreement, for the public's use of the temporary Terry A. Francois Boulevard Connector Road; 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.

Existing Law

California Streets and Highways Code sections 8300 et seq. and Public Works Code section 787(a) govern the process for the vacation of City streets and public service easements. A summary street vacation, which is an expedited procedure in contrast to a standard street vacation, is permitted when certain conditions are satisfied under State law. Offers of dedication set aside private real property interests, and sometimes proposed public infrastructure, for public purposes and can be terminated through the street vacation process

Amendments to Current Law

This legislation, in accordance with the terms of State and local law, would summarily vacate four (4) easements for water line, sanitary sewer, and/or storm water purposes and two (2) offers of dedication, subject to certain conditions, on portions of Assessor's Block 8722, Lots 1 and 8 within the Mission Bay South Redevelopment Plan Area in relation to the Golden State Warriors ("GSW") Event Center and mixed-use project. In connection with this, the Ordinance would authorize a termination and quitclaim of the easements and other City and County of San Francisco rights and interest in the vacated areas and allow the General Manager of the Public Utilities Commission and the Director of Property to execute the associated quitclaim deeds for the vacated easements. The legislation would provide a license agreement(s), including if appropriate, a retroactive extension of the previously executed agreement, for the public's use of the temporary Terry A. Francois Boulevard Connector Road and approve the

AMENDED IN COMMITTEE
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creation of a new agreement with the GSW for this purpose. This Ordinance would make environmental findings and findings that the legislation is consistent with the General Plan and the priority policy findings of the Planning Code Section 101.1 and the Mission Bay South Redevelopment Plan.

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



Edwin M. Lee, Mayor
Mohammed Nuru, Director

DPW Order No: 184229

Re: Recommendation to summarily vacate four (4) easements for water line, sanitary sewer, and/or storm water purposes and two (2) offers of dedication on portions of assessor's block 8722, lot 1 within the Mission Bay South Redevelopment Plan Area, pursuant to California Streets and Highways Code Sections 8300 *et seq.* and Section 787 of the San Francisco Public Works Code; retroactively extending a license agreement for the public's use of the temporary Terry A. Francois Boulevard.

WHEREAS, On October 6, 1969, portions of El Dorado Street and Alameda Street were vacated pursuant to Board of Supervisors' Ordinance No. 303-69 with certain reservations for a Sewer and Water Easement; and

WHEREAS, On May 7, 1970, the City and County of San Francisco ("City") quitclaimed all of its right, title and interest in the vacated portion former El Dorado Street to the Southern Pacific Company, excepting and reserving unto the City an Easement for Sewer and Water Line purposes, in Quitclaim Deed recorded as Document No. S54935, Book B422, Page 454 pursuant to that aforementioned Street Vacation Ordinance No. 303-69 ("1970 Sewer/Water Easement"); and

WHEREAS, On October 3, 1994, Catellus Development Corporation ("Catellus") granted the City a Water Main Easement recorded as Document No. 94-F694796 in Reel G229, Image 461, Official Records ("1994 Water Line Easement");

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 Mission Bay South Interagency Cooperation Agreement; and



WHEREAS, On November 5, 1998, the Board of Supervisors, by Ordinance No. 328-98 approved a Street Vacation including portions of Illinois Street and El Dorado Street. Said Ordinance was recorded on July 19, 1999 as Document No. 99-G622153, Official Records; and

WHEREAS, On July 19, 1999, the City and Catellus entered into a Water Line Easement Agreement recorded as Document No. 99-G622172 and a Storm/Sewer Easement Agreement record as Document No. 99-G622173. These easement together with the 1970 Sewer/Water Easement and 1994 Water Line Easement, collectively, known hereinafter as (“Public Utility Easements”); and

WHEREAS, On July 19, 1999 the 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

WHEREAS, On December 7, 2000, Catellus irrevocably offered to dedicate to the City and County of San Francisco for street and roadway purposes the real property being a portion of Assessor’s Block 8722, Lot 1 lying along the northeasterly portion of said block/lot, per the Offer of Dedication recorded as Document No. 2000-G873071, Reel I779, Image 0400 (“2000 Offer”). This 2000 Offer was for the construction of temporary improvements for an interim connector road between existing Terry A. Francois Boulevard to the Southeast of the property and the new Terry A. Francois Boulevard to the North of the property; and

WHEREAS, On August 30, 2002, Catellus and the City entered into a License Agreement entitled “Maintenance and Temporary Use Agreement- Terry Francois Connector Road” for pedestrian and vehicular access, ingress and egress, and for utility purposes (“TFB License”); and

WHEREAS, On February 17, 2004, Focil, the successor in interest to Catellus, irrevocably offered to dedicate to the City and County of San Francisco for street and roadway purposes the real property being a portion of Assessor’s Block 8722, Lot 1 along Third Street, per the Offer of Dedication recorded as Document No. 2004-H658613, Reel I575, Image 0166 (“2004 Offer”), together with the 2000 Offer collectively known hereinafter as the “Offers of Dedication”. This 2004 Offer was to allow the City to step in to the shoes of the Developer in case of a default by the developer during the construction of certain improvements, which have been completed and accepted; and

WHEREAS, The areas subject to this vacation action (the “Vacation Area”) are shown on the SUR Map Nos. 2015-004 and 2015-005; 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. The Public Utility Easements and Offers are on filed on the title of the Project site; and



WHEREAS, On or about March 9, 2015, the Department of Public Works received an application to vacate the Public Utility Easements and the Offers of Dedication within Assessor's Block 8722, Lot 1 in the Mission Bay South Redevelopment Plan area from GSW; and

WHEREAS, The GSW is developer and, as of October 2015, fee title owner of the underlying property of the Vacation Area and the fee title owner consents to the proposed vacation; and

WHEREAS, The Department sent notice of the proposed easement and street vacation, draft drawing and a DPW referral letter to the San Francisco Public Utilities Commission ("SFPUC") and the SFPUC Commission has scheduled a public hearing for November 10, 2015, to consider the vacation of the Public Utility Easements; and

WHEREAS, The Director of Public Works ("PW") for the City and County of San Francisco has determined the following:

1. The vacation is being carried out pursuant to the California Streets and Highways Code sections 8300 et seq., and in particular, Sections 8330 et seq. concerning summary street vacations and San Francisco Public Works Code Section 787.
2. The Offers of Dedication Vacation Area are the equivalent of excess rights-of-way that can be summarily vacated under California Streets and Highways Code 8334(a). In addition, there are no functioning in-place public or private utility facilities that would be affected by the vacation of the Vacation Area, which allows the City to proceed with a summary street vacation under Streets and Highways Code Section 8334.5.
3. The Public Utility Easements have not been used for the purpose for which they were dedicated or acquired for five consecutive years immediately preceding the proposed vacation that can be summarily vacated under California Streets and Highways Code 8333(a). In addition, with the relocation of the abandoned sanitary sewer line and water line under the jurisdiction of the San Francisco Public Utility Commission into the surrounding streets as part of the development project design, there are no functioning in-place public or private utility facilities that would be affected by the vacation of the Vacation Area, which allows the City to proceed with a summary street vacation under Streets and Highways Code Section 8334.5
3. The Vacation Area is unnecessary for the City's present or prospective public street, sidewalk, and service easement purposes.
4. The public interest, convenience, and necessity do not require any easements or other rights be reserved for any public or private utility facilities that are in place in the Vacation Area and that any rights based upon any such public or private utility facilities should be extinguished automatically upon the effectiveness of the vacation and recordation of quitclaims deeds.
5. The Vacation Areas to be vacated are shown on the SUR Map Nos. 2015-004 and 2015-005.
6. Pursuant to the Streets and Highways Code Section 892, the Department finds that the Vacation Area is no longer useful as a non-motorized transportation facility, as defined in Section 887, because the design of the development project contains new facilities for bicycle and pedestrian movement that are equal to or in excess of what may currently exist.



7. The permanent improvements for Terry A. Francois Boulevard have not been constructed, but access to existing building necessitates that the TFB License be retroactively extended until such time PW Director, in consultation with other affected City departments, approves alternative traffic routing during construction or when the permanent design for Terry A. Francois Boulevard in this location is publicly dedicated and open for public use.

8. The vacations should be conditioned upon the following:

(a) notification from the San Francisco Public Utilities Commission to the PW Director that the Public Utility Easements are surplus and no longer required because they are proposed to be abandoned and/or replaced with equivalent or better public utility facilities as part of the Project and its public improvement requirements under the Mission Bay South Infrastructure Plan and (b) the City's receipt of replacement irrevocable offers of public improvements and recordation of irrevocable offers for real property underlying such public improvements.

NOW THEREFORE BE IT ORDERED THAT,

The Director approves all of the following documents either attached hereto or referenced herein:

1. Ordinance to summarily vacate the Vacation Area, the Offers of Dedication, the Sewer and Water Easement within portions of Assessor's Block 8722, Lot 1 pursuant to California Streets and Highways Code Sections 8300 *et seq.* and Section 787 of the San Francisco Public Works Code;
2. Vacation Area SUR Map Nos. 2015-004 and 2015-005

The Director further recommends the Board of Supervisors approve the legislation to vacate said Vacation Area and quitclaim its interest in the Vacation Area as described in draft quitclaim deeds and related termination agreements in substantially the form on file with the Clerk of the Board of Supervisors.

The Director further recommends the Board of Supervisors approve the extension of the TFB License, retroactive to its termination and to take other related actions, until the PW Director, in consultation with other affected City departments, approves alternative traffic routing during construction or when the permanent design for Terry A. Francois Boulevard in this location is publicly dedicated and open for public use.

The Director further recommends that the Board of Supervisors direct the PW Director, the Director of Property, and the General Manager of the San Francisco Public Utilities Commission, in consultation with the City Attorney, to take all actions necessary to implement the intent of the vacation ordinance, including finalizing and recording of replacement irrevocable offers of public improvements and real property underlying such improvements and the finalizing and recording of the termination agreements and quitclaim deeds that release the City's interests in the vacation area.

Attachments:

1. SUR Map No. 2015-004
2. SUR Map No. 2015-005



11/5/2015

11/5/2015

X Bruce R. Storrs

Storrs, Bruce
Approver 1
Signed by: Storrs, Bruce

11/6/2015

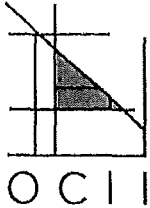
X *F. Sweiss*

Sweiss, Fuad
Approver 2
Signed by: Sweiss, Fuad

X Mohammed Nuru

Nuru, Mohammed
Approver 3
Signed by: Nuru, Mohammed





office of
COMMUNITY INVESTMENT
and INFRASTRUCTURE

November 4, 2015

126-0642015-001

Ms. Barbara L. Moy
Infrastructure Task Force Manager
Department of Public Works
30 Van Ness Avenue, Suite 4200
San Francisco, CA 94102

RE: Mission Bay Blocks 29-32 Consistency Determination

Dear Ms. Moy,

The Office of Community Infrastructure and Investment ("OCII") has received your request regarding the Mission Bay Blocks 29-32 Tentative Final Map and Street and Easement Vacation and their consistency with the Mission Bay South Redevelopment Plan ("Plan"), Mission Bay South Owner Participation Agreement ("OPA"), and the approved Blocks 29-32 Major Phase Application (Resolution No. 72-2015).

OCII has reviewed the documents and related materials concerning the conditional approval of the Blocks 29-32 Tentative Final Map, Vacations and other related actions (together with the design elements and improvements incorporated therein and authorized thereby) and finds they are consistent with the Mission Bay South Redevelopment Plan and the Plan Documents (as defined in the Redevelopment Plan), including the Mission Bay South Infrastructure Plan, the Scope of Development and the Design for Development, pursuant to Section 1434 of the Mission Bay Subdivision Code, and finds that the Tentative Final Map, Vacations and other related actions are in substantial conformance with the approved Blocks 29-32 Major Phase, and recommends that the Board of Supervisors approve the all actions contemplated herein.


Edwin M. Lee
MAYOR

Tiffany Bohee
EXECUTIVE DIRECTOR

Mara Rosales
CHAIR

Miguel Bustos
Marily Mondejar
Leah Pimentel
Darshan Singh
COMMISSIONERS

Sincerely,



Tiffany Bohee
Executive Director

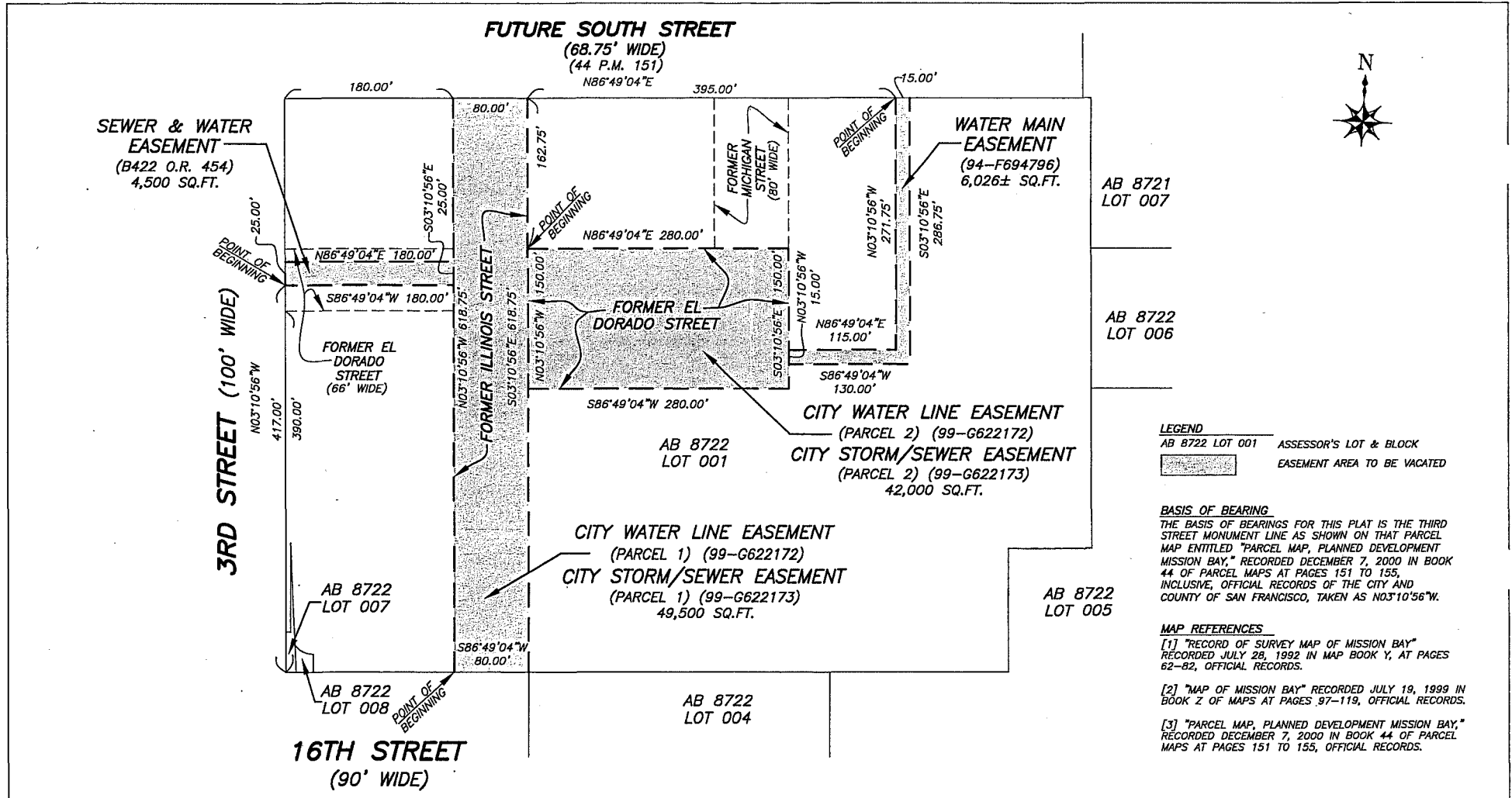
CC: Sally Oerth, OCII
Hilde Myall, OCII

📍 One S. Van Ness Ave.,
5th Floor,
San Francisco, CA
94103

📞 415 749 2400

🌐 www.sfocii.org

12605

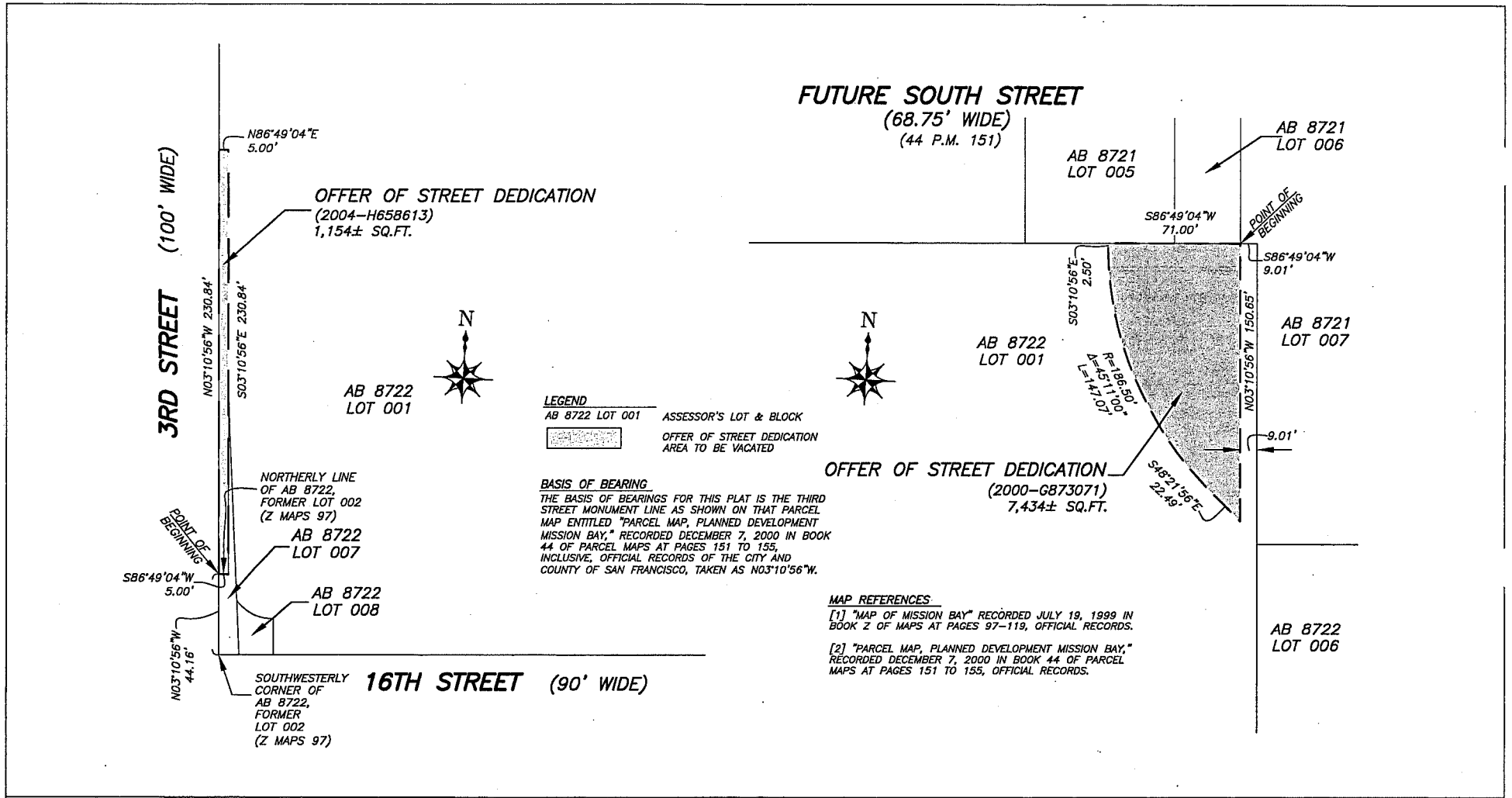


LEGEND
 AB 8722 LOT 001 ASSESSOR'S LOT & BLOCK
 [Hatched Box] EASEMENT AREA TO BE VACATED

BASIS OF BEARING
 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 62-62, 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.

REFERENCES:	APPROVED: BRUCE R. STORRS CITY & COUNTY SURVEYOR	BY	DATE	CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS VACATION OF UTILITY EASEMENTS WITHIN ASSESSOR'S BLOCK 8722			
		DRW					
		DATE		FILE: SUR: 2015-004	SHEET 1 OF 1	SCALE: 1:100	CHANGE



LEGEND
 AB 8722 LOT 001 ASSESSOR'S LOT & BLOCK
 [Shaded Area] OFFER OF STREET DEDICATION AREA TO BE VACATED

BASIS OF BEARING.
 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] "MAP OF MISSION BAY" RECORDED JULY 19, 1999 IN BOOK 2 OF MAPS AT PAGES 97-119, OFFICIAL RECORDS.
 [2] "PARCEL MAP, PLANNED DEVELOPMENT MISSION BAY," RECORDED DECEMBER 7, 2000 IN BOOK 44 OF PARCEL MAPS AT PAGES 151 TO 155, OFFICIAL RECORDS.

REFERENCES:	APPROVED:	BY	DATE	CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS			
	BRUCE R. STORRS CITY & COUNTY SURVEYOR	DRW		VACATION OF OFFER OF STREET DEDICATIONS WITHIN ASSESSOR'S BLOCK 8722			
		APP		FILE:	SUR: 2015-005	SHEET 1 OF 1	SCALE: 1:50

FMY
4/21/70

QUITCLAIM DEED

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the first party, pursuant to Ordinance No. 303-69, adopted by the Board of Supervisors on October 6, 1969, and approved by the Mayor on October 17, 1969, hereby quitclaims to ^{TRANSPORTATION} SOUTHERN PACIFIC COMPANY, A Delaware Corporation, the second party, all its rights, title and interest in and to the following described parcels of land situate in the City and County of San Francisco, State of California:

PARCEL A:

BEGINNING at the point of intersection of the easterly line of Third Street with the former southerly line of Alameda Street as said street existed prior to the vacation of a portion thereof by Ordinance No. 303-69, adopted October 6, 1969 by the Board of Supervisors of the City and County of San Francisco, State of California; running thence northerly along said easterly line of Third Street 66 feet to the former northerly line of Alameda Street; thence at a right angle easterly along said former northerly line 100 feet; thence at a right angle southerly 66 feet to the former southerly line of Alameda Street; thence at a right angle westerly along said former southerly line 100 feet to the point of beginning.

Being a portion of former Alameda Street as vacated by the aforementioned Ordinance.

Containing 6600 square feet, more or less.

Excepting and Reserving unto the City an easement for sewer purposes 20 feet in width the center line of which being also the former center line of said portion of former Alameda Street.

PARCEL B:

BEGINNING at the point of intersection of the easterly line of Third Street with the former southerly line of El Dorado Street as said street existed prior to the vacation of a portion thereof by Ordinance No. 303-69, adopted October 6, 1969 by the Board of Supervisors of the City and County of San Francisco, State of California; running thence northerly along said easterly line of Third Street 66 feet to the former northerly line of El Dorado Street; thence at a right angle easterly along said former northerly line 180 feet to the westerly line of Illinois Street; thence at a right angle southerly along said westerly line 66 feet to the former southerly line of El Dorado Street; thence at a right angle westerly along said southerly line 180 feet to the point of beginning.

MAIL TAX
STATEMENTS TO:

Southern Pacific Land Co.
1 Market St.
San Francisco, Calif.

DOCUMENTARY TRANSFER TAX \$ None
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
 COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
REMAINING THROUGH AT TIME OF SALE 12608
San Francisco Title Insurance & Trust
Signature of deponent or agent determining tax - firm name

Being a portion of former El Dorado Street as vacated by the
aforementioned Ordinance.

Containing 11,880 square feet, more or less.

Excepting and Reserving unto the City an easement for sewer
and water line purposes 25 feet in width the center line of
which being 6.50 feet northerly of the former center line
of El Dorado Street.

IN WITNESS WHEREOF, THE first party has executed this deed this

19th day of February 1970.

APPROVED:

Wallace Wortman
Wallace Wortman
Director of Property

CITY AND COUNTY OF SAN FRANCISCO,
Municipal Corporation
By: Joseph L. Alioto
Mayor

FORM APPROVED:
THOMAS M. O'CONNOR, City Attorney

By: Thomas M. O'Connor
Deputy City Attorney

By: Robert J. Dolan
Clerk of the
Board of Supervisors

RECORDED
Checked G.W. 2-2-70

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

ss.

On the 19th day of February, 1970,

before me, MARTIN MORGAN, County Clerk of the City and County of San Francisco, and ex officio Clerk of the Superior Court of the State of California, in and for the City and County of San Francisco,

personally appeared Joseph J. Alista Mayor of the City and County of San Francisco, a municipal corporation, and

Robert J. Dolan Clerk of the Board of Supervisors of the City and County of San Francisco, known to me to be the Mayor and the Clerk of the Board of

Supervisors of the municipal corporation described in and who executed the within instrument and also known to me to be the persons who executed it on behalf of the municipal corporation therein named, and they and each of them acknowledged to me that such municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, State of California, the day and year in this certificate first above written.

Martin Morgan
County Clerk of the City and County of San Francisco, State of California and ex officio Clerk of the Superior Court of the State of California, in and for the City and County of San Francisco.



Ephraim
for the City
R.H.K.

APPROVED AS TO CORPORATE OWNER

A. J. [Signature]
FOR VALUATION ENGINEER

DESCRIPTION CORRECT

[Signature]
FOR CHIEF ENGINEER

FILE NO. 88-22-2 ORD NO. 1269
VACATION OF PORTIONS OF ALAMEDA STREET AND EL DORADO STREET BETWEEN THIRD AND ILLINOIS STREETS, SAN FRANCISCO, CALIFORNIA.

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

Section 1. On September 2, 1969, the Board of Supervisors adopted Resolution No. 815-69, approved by the Mayor on September 11, 1969, being a Resolution of Intention to vacate those portions of Alameda Street and El Dorado Street between Third Street and Illinois Street as shown on Diagram SUT-2567, Change 1, a copy of which is on file in the office of the Clerk of the Board of Supervisors.

Section 2. The Clerk of the Board of Supervisors did transmit to the Department of Public Works of the City and County of San Francisco a certified copy of said Resolution, and said Department did upon receipt of said certified Resolution cause to be posted in the manner and as required by law, notice of the passage of said Resolution.

Section 3. When said matter was considered as scheduled by the Board of Supervisors at its regular meeting held in the City Hall, San Francisco, on September 23, 1969, beginning at 2:00 P.M., no persons protested or objected to the proposed vacation.

Section 4. Said portions of Alameda Street and El Dorado Street are unnecessary for present or prospective public street purposes.

Section 5. The Board of Supervisors has acquired jurisdiction to order said vacation and as provided by the Department of City Planning, under date of November 10, 1967, this vacation is in conformity with the Master Plan.

Section 6. The City will reserve sewer easements 20 feet in width and centered over the center line of Alameda and El Dorado Streets. The petitioner shall be required to make the necessary arrangements with the Water Department and the utility companies for the relocation of any City Fire Hydrant and utility facilities.

Section 7. The said portions of Alameda Street and El Dorado Street be and hereby are vacated, and the Mayor and the Clerk of the Board of Supervisors are authorized and directed to execute a quitclaim deed to the abutting owner, Southern Pacific Company, for the vacated portions of Alameda Street and El Dorado Street reserving unto the City the sewer easements hereinbefore described.

Section 8. The Director of Property shall deliver said quitclaim deed to said abutting owner upon payment to the City and County of San Francisco of the sum of \$23,345.00 for the City's interest therein.

Section 9. The Clerk of the Board of Supervisors is hereby directed to transmit to the Recorder and the Department of Public Works a certified copy of this Ordinance, and the said Recorder and Department of Public Works are hereby directed to proceed hereafter as required by law.

I hereby certify that the foregoing ordinance was passed for the second reading by the Board of Supervisors of the City and County of San Francisco at its meeting of Sept. 23, 1969.

ROBERT J. DOLAN, Clerk
Oct. 3, 1969 - 31

NOTICE OF FINAL PASSAGE
FILE NO. 88-22-2 ORD. NO. 1269
VACATION OF PORTIONS OF ALAMEDA STREET AND EL DORADO STREET BETWEEN THIRD AND ILLINOIS STREETS, SAN FRANCISCO, CALIFORNIA.

I hereby certify that the foregoing ordinance was read for the second time and finally passed by the Board of Supervisors of the City and County of San Francisco at its meeting of Oct. 6, 1969.

ROBERT J. DOLAN, Clerk
Approved: Oct. 17, 1969
JOSEPH L. ALBERTO, Mayor
Oct. 22, 1969 - 31

554935

RECORDED AT REQUEST OF
TITLE INSURANCE & TRUST CO.

At 50 Main Street
MAY - 7 1970

City & County of San Francisco, Calif.
MARTIN MORGAN
RECORDER

480

Dees

FMY
4/21/70

QUITCLAIM DEED

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the first party, pursuant to Ordinance No. 303-69, adopted by the Board of Supervisors on October 6, 1969, and approved by the Mayor on October 17, 1969, hereby quitclaims to SOUTHERN PACIFIC COMPANY, A Delaware Corporation, the second party, all its rights, title and interest in and to the following described parcels of land situate in the City and County of San Francisco, State of California:

PARCEL A:

BEGINNING at the point of intersection of the easterly line of Third Street with the former southerly line of Alameda Street as said street existed prior to the vacation of a portion thereof by Ordinance No. 303-69, adopted October 6, 1969 by the Board of Supervisors of the City and County of San Francisco, State of California; running thence northerly along said easterly line of Third Street 66 feet to the former northerly line of Alameda Street; thence at a right angle easterly along said former northerly line 100 feet; thence at a right angle southerly 66 feet to the former southerly line of Alameda Street; thence at a right angle westerly along said former southerly line 100 feet to the point of beginning.

Being a portion of former Alameda Street as vacated by the aforementioned Ordinance.

Containing 6600 square feet, more or less.

Excepting and Reserving unto the City an easement for sewer purposes 20 feet in width the center line of which being also the former center line of said portion of former Alameda Street.

PARCEL B:

BEGINNING at the point of intersection of the easterly line of Third Street with the former southerly line of El Dorado Street as said street existed prior to the vacation of a portion thereof by Ordinance No. 303-69, adopted October 6, 1969 by the Board of Supervisors of the City and County of San Francisco, State of California; running thence northerly along said easterly line of Third Street 66 feet to the former northerly line of El Dorado Street; thence at a right angle easterly along said former northerly line 180 feet to the westerly line of Illinois Street; thence at a right angle southerly along said westerly line 66 feet to the former southerly line of El Dorado Street; thence at a right angle westerly along said southerly line 180 feet to the point of beginning.

MAIL TAX STATEMENTS TO:
Southern Pacific Land Co.
1 Market St.
San Francisco, Calif.

DOCUMENTARY TRANSFER TAX \$ None
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
 COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
REMAINING THROUGH AT TIME OF SALE 12612
Sam J. Kallen Title Insurance & Trust
Signature of decedent or agent determining tax - firm name

Being a portion of former El Dorado Street as vacated by the
aforementioned Ordinance.

Containing 11,880 square feet, more or less.

Excepting and Reserving unto the City an easement for sewer
and water line purposes 25 feet in width the center line of
which being 6.50 feet northerly of the former center line
of El Dorado Street.

IN WITNESS WHEREOF, THE first party has executed this deed this

19th day of February 1970.

APPROVED:

Wallace Wortman

Wallace Wortman
Director of Property

CITY AND COUNTY OF SAN FRANCISCO,
Municipal Corporation

By:

Joseph L. Alioto
Mayor

FORM APPROVED:
THOMAS M. O'CONNOR, City Attorney

By:

Thomas M. O'Connor
Deputy City Attorney

By:

Robert J. Delaney
Clerk of the
Board of Supervisors

RECORDED

Checked G.W. 2-2-70

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

On the 19th day of February 1970,

before me, MARTIN MORGAN, County Clerk of the City and County of San Francisco, and ex officio Clerk of the Superior Court of the State of California, in and for the City and County of San Francisco,

personally appeared Joseph J. Aliste Mayor of the City and County of San Francisco, a municipal corporation, and

Robert J. Dolan Clerk of the Board of Supervisors of the City and County of San Francisco, known to me to be the Mayor and the Clerk of the Board of

Supervisors of the municipal corporation described in and who executed the within instrument and also known to me to be the persons who executed it on behalf of the municipal corporation therein named, and they and each of them acknowledged to me that such municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, State of California, the day and year in this certificate first above written.

Martin Morgan
County Clerk of the City and County of San Francisco, State of California and ex officio Clerk of the Superior Court of the State of California, in and for the City and County of San Francisco.



E. J. ...
FOR VALUATION ENGINEER

R.H.K.

APPROVED AS TO CORPORATE OWNER

FOR VALUATION ENGINEER

DESCRIPTION CORRECT

FOR JONID ENGINEER

FILE NO. 88-283 ORD 118
VACATION OF PORTIONS OF ALAMEDA STREET AND EL DORADO STREET BETWEEN THIRD AND ILLINOIS STREETS, SAN FRANCISCO, CALIFORNIA.

Be It Ordained by The People of the City and County of San Francisco:

Section 1. On September 2, 1969, the Board of Supervisors adopted Resolution No. 815-69, approved by the Mayor on September 11, 1969, being a Resolution of intention to vacate those portions of Alameda Street and El Dorado Street between Third Street and Illinois Street as shown on Diagram SUT-2567, Chapter 1, a copy of which is on file in the office of the Clerk of the Board of Supervisors.

Section 2. The Clerk of the Board of Supervisors did transmit to the Department of Public Works of the City and County of San Francisco, certified copy of said Resolution, and said Department did upon receipt of said certified Resolution cause to be posted in the manner and as required by law, notice of the passage of said resolution.

Section 3. When said matter was considered as scheduled by the Board of Supervisors at its regular meeting held in the City Hall, San Francisco, on September 29, 1969, beginning at 2:00 P.M., no persons protested or objected to the proposed vacation.

Section 4. Said portions of Alameda Street and El Dorado Street are unnecessary for present or prospective public street purposes.

Section 5. The Board of Supervisors has acquired jurisdiction to order said vacation and as reported by the Department of City Planning under date of November 10, 1967, this vacation is in conformity with the Master Plan.

Section 6. The City will reserve sewer easements 20 feet in width and centered over the center line of Alameda and El Dorado Streets. The petitioner shall be required to make the necessary arrangements with the Water Department and the utility companies for the relocation of any City Fire Hydrant and utility facilities.

Section 7. The said portions of Alameda Street and El Dorado Street be and hereby are vacated, and the Mayor and the Clerk of the Board of Supervisors are authorized and directed to execute a quitclaim deed to the abutting owner, Southern Pacific Company, for the vacated portions of Alameda Street and El Dorado Street reserving unto the City the sewer easements hereinbefore described.

Section 8. The Director of Property shall deliver said quitclaim deed to said abutting owner upon payment to the City and County of San Francisco of the sum of \$23,343.00 for the City's interest therein.

Section 9. The Clerk of the Board of Supervisors is hereby directed to transmit to the Recorder and the Department of Public Works a certified copy of this Ordinance, and the said Recorder and Department of Public Works are hereby directed to proceed thereafter as required by law.

I hereby certify that the foregoing ordinance was passed for a second reading by the Board of Supervisors of the City and County of San Francisco at its meeting of Sept. 29, 1969.

ROBERT J. DOLAN, Clerk
Oct. 3, 1969 - 11

NOTICE OF FINAL PASSAGE
FILE NO. 88-283 ORD 118
VACATION OF PORTIONS OF ALAMEDA STREET AND EL DORADO STREET BETWEEN THIRD AND ILLINOIS STREETS, SAN FRANCISCO, CALIFORNIA.

I hereby certify that the foregoing ordinance was read for the second time and finally passed by the Board of Supervisors of the City and County of San Francisco at its meeting of Oct. 4, 1969.

ROBERT J. DOLAN, Clerk
Approved: Oct. 17, 1969
JOSEPH L. ALIOTO, Mayor
Oct. 22, 1969 - 11

S54935

RECORDED AT REQUEST OF
TITLE INSURANCE & TRUST CO.

AT 50 Main Street
MAY - 7 1970

City & County of San Francisco, Calif.
MARTIN MONGAN
RECORDER

480

Dees

6

San Francisco, Co Recorder's Office
Bruce Jamison, County Recorder

DOC - 94-F694796-00
Acct 35-S.F. Real Estate
Monday, OCT 03, 1994 14:20:23
FRE \$0.0011
T11 Pd \$0.00
REEL 6229 IMAGE 0461
NLr-000024634
uar

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Documentary Transfer Tax is \$0. This instrument is exempt from
Documentary Transfer Tax.

(Space above reserved for Recorder's use)

GRANT OF WATER MAIN EASEMENT

CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation
("Grantor") is the owner in fee of certain real property
described in Exhibit A attached hereto ("Grantor's Land").

For good and valuable consideration, receipt of which is
hereby acknowledged, Grantor does hereby grant to the CITY AND
COUNTY OF SAN FRANCISCO, a municipal corporation, and its
successors and assigns ("City"), forever, a continuous and
perpetual exclusive easement (the "Easement") for a water main
pipeline and related purposes, in, under and along the real
property situated in the City and County of San Francisco, State
of California more particularly described in Exhibit B attached
hereto (the "Easement Area").

The grant of the Easement is made subject to the following
terms and conditions:

1. Easement Purpose. The purpose of the Easement
hereby granted shall be for City to use, construct, reconstruct,
maintain, operate, replace, remove, repair, renew and enlarge
(provided, however, that such enlargement rights shall be limited
to an area ten (10) feet in width, which area shall be five (5)
feet on either side of the center line described in Exhibit B)
lines of pipe, hydrants, manholes, above ground markers, and
other convenient structures, equipment and fixtures (the
"Facilities") for the operation of a public water main pipeline,
including access, the right to trim and cut trees and brush that
may be a hazard to the Facilities and to prevent any building or
structure to be placed on the Easement Area. Notwithstanding the
foregoing,

2. Relocation of Easement Area. Grantor shall have
the right, at its sole expense, to relocate the Easement Area and
reconstruct the Facilities to a functionally equivalent alternate

location approved by City (the "Relocated Easement Area") if such relocation is made necessary by development of the Project, as such term is defined in that certain Development Agreement by and between the City and County of San Francisco and Catellus Development Corporation Relative to the Development of Property in the Mission Bay Planning Area, which agreement was recorded on April 1, 1991 as Document No. E8837983 at Reel F334, Image 0695, Official Records of the City and County of San Francisco, State of California ("Development Agreement"). Grantor shall construct the relocated Facilities in a good and professional manner, as required by and in accordance with the Development Agreement.

3. Reservation of Use of Surface of Easement Area for Parking and Other Uses. Grantor reserves the right to make non-exclusive use of the surface of the Easement Area for surface vehicle parking and other uses so long as such uses do not adversely affect the water main pipeline or otherwise interfere with City's use of or access to the Easement or the Easement Area. Grantor shall not construct or permit any structures to be placed on the Easement Area and shall not permit any trees or other vegetation to be planted on or about the Easement Area without City's written consent, which consent may be withheld if City reasonably believes that the roots of such trees or vegetation may interfere with the water main pipeline.

4. Maintenance of the Easement. Except for the construction of the relocated Facilities as provided above, Grantor shall have no duty to maintain or improve the Facilities in the Easement Area. City shall have the right to use, construct, reconstruct, maintain, operate, replace, remove, repair, renew and enlarge the Facilities at its expense upon prior notice to Grantor except in the event of an emergency as determined by City.

5. Ownership of Easement Area. City and Grantor acknowledge and agree that portions of the Easement Area are currently owned in fee by City and not Grantor. The Easement granted herein shall only affect the portions of the Easement Area owned by Grantor. City and Grantor anticipate, however, that some or all of such portions of the Easement Area may be conveyed in the future to Grantor, and agree that City shall reserve easement rights in any such conveyance to Grantor equivalent to City's rights set forth in this Easement.

6. Successors and Assigns. All provisions of this instrument shall be binding upon Grantor, its successors and assigns, and inure to the benefit of City, its successors and assigns.

7. Abandonment of Easement. City may, at its sole option, abandon the Easement by recording a quitclaim deed.

Except as otherwise provided here in, upon recording such release or quitclaim, this Easement, the terms of this instrument and all rights, duties and liabilities hereunder shall be terminated and of no further force or effect. No temporary non-use of the Easement or other conduct except for recordation of the quitclaim deed as provided above shall be deemed abandonment of the Easement.

8. Authority. Each of the persons executing this instrument on behalf of Grantor does hereby covenant and warrant that Grantor is a duly authorized and existing entity, that Grantor has and is qualified to do business in the State of California, that Grantor has full right and authority to grant and convey the Easement to City hereunder, and that each and all of the persons signing on behalf of Grantor are authorized to do so.

9. Interpretation. The captions preceding the sections of this instrument have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision hereof.

10. Entire Agreement. This instrument (including the exhibits attached hereto and made a part hereof) contains the entire agreement between the parties relating to the Easement. This instrument may be amended or modified only by and upon due recordation of a writing which references this instrument which is executed by the owner of Grantor's Land and City.

Grantor has duly executed this as of this 9/23/94 day of 27, 1994.

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By


James W. Augustine
Vice President

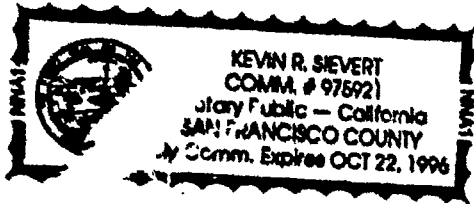
F694796

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO; ss.

On Sept. 28, 1994, 1994, before me, KEVIN R. SIEVERT,
personally appeared JAMES W. AUGUSTINE and _____
personally known to me or proved to me on the basis of
satisfactory evidence to be the persons whose names ~~are~~ is
subscribed to the within instrument and acknowledged to me that
~~they~~ executed the same in ~~their~~ authorized capacities and that
by ~~their~~ signatures on the instrument the persons acted, executed
the instrument.

WITNESS my hand and official seal.

Signature *Kevin R. Sievert*



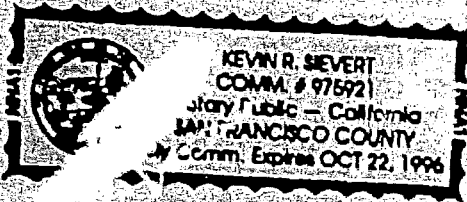
F694796

STATE OF CALIFORNIA)
)
) ss.
COUNTY OF SAN FRANCISCO;

On Jan 28, 1994, 1994, before me, KEVIN R. SEVERT,
personally appeared JAMES W. AUGUSTINE and
personally known to me or proved to me on the basis of
satisfactory evidence to be the persons whose names ~~are~~ is
subscribed to the within instrument and acknowledged to me that
~~they~~ executed the same in ~~their~~ authorized capacities and that
by ~~their~~ signatures on the instrument the persons acted, executed
the instrument.

WITNESS my hand and official seal.

Signature *Kevin R. Severt*



F694796

EXHIBIT A

REAL PROPERTY DESCRIPTION

All that certain real property located in the City and County of San Francisco, State of California, described as follows:

Parcel 1 (913917-2)

COMMENCING AT A POINT FORMED BY THE INTERSECTION OF THE NORTHERLY LINE OF EL DORADO STREET WITH THE EASTERLY LINE OF MICHIGAN STREET; AND RUNNING THENCE NORTHERLY ALONG SAID EASTERLY LINE OF MICHIGAN STREET, FOUR HUNDRED (400) FEET TO THE SOUTHERLY LINE OF ALAMEDA STREET; THENCE AT A RIGHT ANGLE EASTERLY ALONG SAID SOUTHERLY LINE OF ALAMEDA STREET, TWO HUNDRED (200) FEET TO THE WESTERLY LINE OF GEORGIA STREET; THENCE AT A RIGHT ANGLE SOUTHERLY ALONG SAID WESTERLY LINE OF GEORGIA STREET, FOUR HUNDRED (400) FEET TO THE NORTHERLY LINE OF EL DORADO STREET; AND THENCE AT A RIGHT ANGLE WESTERLY ALONG SAID NORTHERLY LINE OF EL DORADO STREET, TWO HUNDRED (200) FEET TO THE SAID EASTERLY LINE OF MICHIGAN STREET AND THE POINT OF COMMENCEMENT.

BEING LOTS NUMBERED ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11), TWELVE (12), THIRTEEN (13), FOURTEEN (14), FIFTEEN (15), SIXTEEN (16), IN TIDE LAND SURVEY BLOCK NUMBERED FOUR HUNDRED AND FIFTY-THREE (453), AND CONSTITUTING THE ENTIRE BLOCK BOUNDED BY EL DORADO, ALAMEDA, MICHIGAN AND GEORGIA STREETS.

THE REFERENCE IN THE ABOVE DESCRIPTION TO EL DORADO, ALAMEDA, AND GEORGIA STREETS IS AS SAID STREETS EXISTED PRIOR TO THE VACATION THEREOF BY RESOLUTION NO. 11750, ADOPTED ON NOVEMBER 19, 1951 BY THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

THE REFERENCE IN THE ABOVE DESCRIPTION TO MICHIGAN STREET IS AS SAID STREET EXISTED PRIOR TO THE VACATION THEREOF BY ORDINANCE NO. 61-70 PASSED ON MARCH 2, 1970, BY THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

PARCEL 2 (913917-5-1)

COMMENCING AT A POINT FORMED BY THE INTERSECTION OF THE SOUTHERLY LINE OF MERRIMAC STREET WITH THE EASTERLY LINE OF MICHIGAN STREET; RUNNING THENCE SOUTHERLY AND ALONG SAID EASTERLY LINE OF MICHIGAN STREET TWO HUNDRED AND TEN (210) FEET; THENCE AT A RIGHT ANGLE EASTERLY TWO HUNDRED (200) FEET TO THE WESTERLY LINE OF GEORGIA STREET; THENCE AT A RIGHT ANGLE NORTHERLY AND ALONG SAID WESTERLY LINE OF GEORGIA STREET SIXTY-THREE (63) FEET AND SIX AND ONE-HALF (6-1/2) INCHES; THENCE NORTHWESTERLY ONE HUNDRED AND NINETY-TWO (192) FEET AND SIX AND ONE-HALF (6-1/2) INCHES TO A POINT IN THE SOUTHERLY LINE OF MERRIMAC STREET,

F694796

DISTANT THEREON SEVENTY-FOUR (74) FEET AND ELEVEN (11) INCHES EASTERLY FROM THE EASTERLY LINE OF MICHIGAN STREET; THENCE WESTERLY AND ALONG SAID SOUTHERLY LINE OF MERRIMAC STREET SEVENTY-FOUR (74) FEET AND ELEVEN (11) INCHES TO THE EASTERLY LINE OF MICHIGAN STREET AND THE POINT OF COMMENCEMENT.

BEING A PORTION OF BLOCK NUMBER FOUR HUNDRED AND FIFTY-FOUR (454).

THE REFERENCE IN THE ABOVE DESCRIPTION TO MERRIMAC AND GEORGIA STREETS IS AS SAID STREETS EXISTED PRIOR TO THE VACATION THEREOF BY RESOLUTION NO. 11750, ADOPTED ON NOVEMBER 19, 1951 BY THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

THE REFERENCE IN THE ABOVE DESCRIPTION TO MICHIGAN STREET IS AS SAID STREET EXISTED PRIOR TO THE VACATION THEREOF BY ORDINANCE NO. 61-70 PASSED ON MARCH 2, 1970, BY THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

PARCEL 3 (913917-5-2)

COMMENCING AT A POINT FORMED BY THE INTERSECTION OF THE NORTHERLY LINE OF ALAMEDA STREET WITH THE WESTERLY LINE OF GEORGIA STREET; AND RUNNING THENCE NORTHERLY ALONG SAID WESTERLY LINE OF GEORGIA STREET ONE HUNDRED AND FIFTY (150) FEET; THENCE AT A RIGHT ANGLE WESTERLY TWO HUNDRED (200) FEET TO THE EASTERLY LINE OF MICHIGAN STREET; THENCE AT A RIGHT ANGLE SOUTHERLY ALONG SAID EASTERLY LINE OF MICHIGAN STREET, ONE HUNDRED FIFTY (150) FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF ALAMEDA STREET WITH THE SAID EASTERLY LINE OF MICHIGAN STREET; AND THENCE AT A RIGHT ANGLE EASTERLY ALONG SAID NORTHERLY LINE OF ALAMEDA STREET, TWO HUNDRED (200) FEET TO THE SAID WESTERLY LINE OF GEORGIA STREET AND THE POINT OF COMMENCEMENT.

BEING A PORTION OF BLOCK NUMBERED FOUR HUNDRED AND FIFTY-FOUR (454).

THE REFERENCE IN THE ABOVE DESCRIPTION TO GEORGIA AND ALAMEDA STREETS IS AS SAID STREETS EXISTED PRIOR TO THE VACATION THEREOF BY RESOLUTION NO. 11750, ADOPTED ON NOVEMBER 19, 1951 BY THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

THE REFERENCE IN THE ABOVE DESCRIPTION TO MICHIGAN STREET IS AS SAID STREET EXISTED PRIOR TO THE VACATION THEREOF BY ORDINANCE NO. 61-70 PASSED ON MARCH 2, 1970, BY THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXHIBIT B

EASEMENT DESCRIPTION

An easement 15 feet in width, lying 5 feet westerly and 10 feet easterly of the center line of the existing 12" water main, more particularly described as follows:

Beginning at a point on the southeasterly terminus of 4th Street, and running thence southeasterly along the extension of former 4th Street, as it existed prior to the vacation of portions thereof by Ordinance No. 61-70, adopted by the Board of Supervisors of the City and County of San Francisco on March 5, 1970, and as shown in attached Diagram SUR-1369, a distance of 350 feet, more or less; thence running southeasterly and southerly along the arc of a curve to the right to a point perpendicularly distant 120 feet, more or less, northerly of the former northerly line of Alameda Street, as it existed prior to the vacation thereof by Resolution No. 11750, adopted by the Board of Supervisors of the City and County of San Francisco on November 19, 1957, said point being also perpendicularly distant 400 feet, more or less, easterly of the easterly line of Illinois Street; thence running southerly and along a line parallel with said easterly line of Illinois Street and perpendicularly distant 400 feet, more or less, easterly thereof, a distance of 700 feet, more or less, to a point in the easterly extension of El Dorado Street, as it formerly existed prior to the vacation of portions thereof by Resolution No. 11750, referred to hereinabove; thence at a right angle westerly and running in said easterly extension, a distance of 120 feet, more or less, to the easterly terminus of El Dorado Street, as shown in attached Diagram SUR-1369.

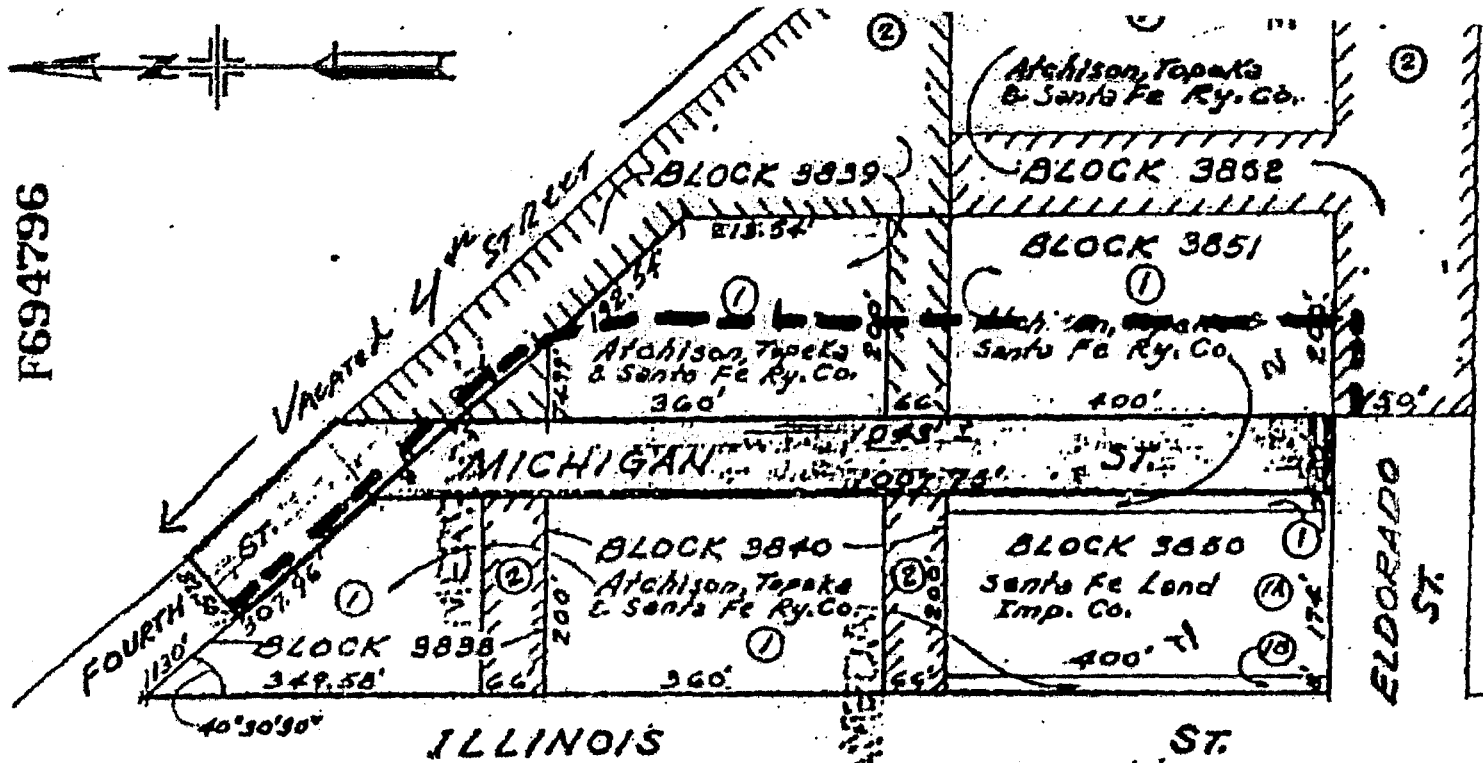
Said easement being located in portions of vacated 4th Street, Alameda Street, and El Dorado Street, and in portions of Assessor's Block 3839 and 3851 as generally depicted on the attached Diagram SUR-1369.

Description Checked & Approved:





REFERENCES

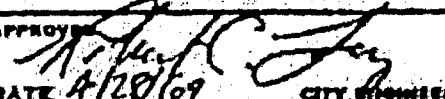
F694796



CAUTION: CHECK WITH TRACING TABLE OF CHANGES
 PREPARED BY DATE

LEGEND

-  Street Area Proposed to be vacated
-  S. F. Port Commission Property Leased To Atchison, Topeka and Santa Fe Railway, Co.
- ① Assessor's Lot Number

BY			DATE			CITY AND COUNTY OF SAN FRANCISCO			
DR. S. J.			4-22-69			DEPARTMENT OF PUBLIC WORKS - BUREAU OF ENGINEERING			
TTL.						PROPOSED: VACATION OF PORTIONS			
CK. R. W.			4-25-69			OF MICHIGAN AND FOURTH STREETS			
APP. G. R. H.			4-25-69			APPROVED: 			
APP. S. C. G.			4-27-69			SCALE 1" = 200'		FILE	CHANGE
DATE 4-28-69						SHEET 1 OF 1 SHEETS		SUR-1969	

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-Mayer'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 ej1/JL/1-23

EASEMENT AGREEMENT
(City Water Line Easement)

This Easement Agreement ("Agreement") is made this 30th 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.

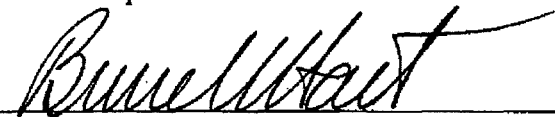
28. Prohibiting City Business with Burma. By its execution of this Agreement, Grantor attests that it is not the government of Burma (Myanmar), a person or business entity organized under the laws of Burma (Myanmar) or a "prohibited person or entity" as defined in San Francisco Administrative Code section 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

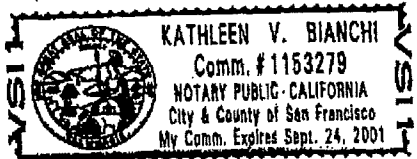
STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

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)



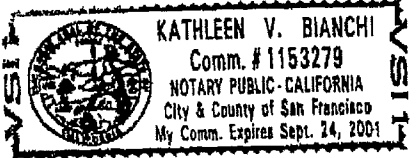
STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

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
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

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
5/1/86 JOB 1936
JW
REVISED 7/13/1998 A B 5/6/80
S:\SV 01 DCC
S:\Cty_WE-1.doc
5/26/99

12638



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° 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 9

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



12639

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: 3/5/99, 5/6/99, 6/8/99
PREPARED BY KOA ENGINEERS, INC.
5/1/99 JOB 1936
JW
S:\SV_17.DOC
S:\Cty_WE-3.doc
5/26/99 Revised: 6/8/99

12640

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:

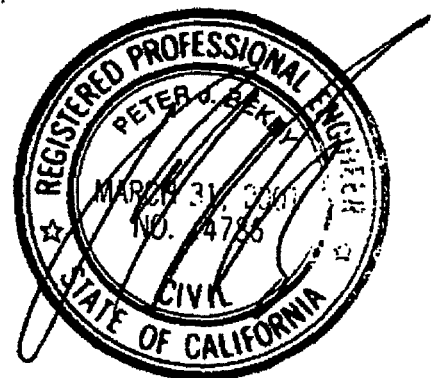
ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

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 5/8/99
PREPARED BY KCA ENGINEERS, INC
5/1/99 JOB 1930
JW
S:\SV-23.DOC
S:\City_WE-4.doc
5/26/99



12641

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
5/1/99 JOB NO. 1936
J.W
S:\SV-24.DOC
S:\Cty_WE-5.doc
5/26/99

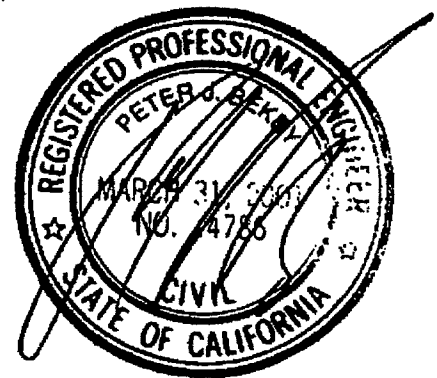


EXHIBIT A
(SV-27)
(SIXTH STREET)
PARCEL 6

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 $43^{\circ} 41' 53''$ EAST 240.00 FEET TO THE NORTHWESTERLY LINE OF CHANNEL STREET (105.00 FEET WIDE); THENCE ALONG SAID NORTHWESTERLY LINE SOUTH $46^{\circ} 18' 07''$ WEST 82.50 FEET TO THE SOUTHWESTERLY LINE OF SIXTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH $43^{\circ} 41' 53''$ WEST 240.00 FEET TO SAID SOUTHEASTERLY LINE OF BERRY STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH $46^{\circ} 18' 07''$ EAST 82.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 19,800 SQUARE FEET, MORE OR LESS.

6 of 9

REVISED: 5/8/99, 6/8/99
PREPARED BY KCA ENGINEERS, INC
5/1/98 JOB 1936
J.W
S:\SV-27.DOC
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5/28/99 Revised: 6/8/99



12643

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 5TH & 6TH 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 JCB 1536
JW
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5/26/99



12645

G622172

EXHIBIT A
(SV-32)
(BERRY STREET BETWEEN 6TH & 7TH 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:

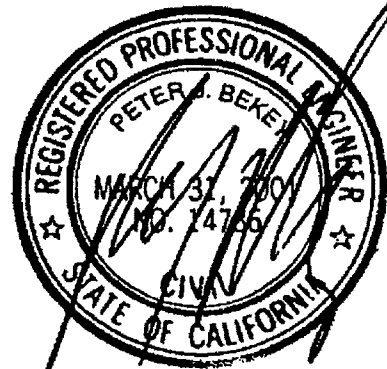
ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

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° 41' 53" EAST 8.50 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 46° 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° 26' 15" TO A POINT ON SAID NORTHWESTERLY LINE OF BERRY STREET; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 46° 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
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5/26/99



12646

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-Mayor'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 30th 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: (i) 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

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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.
 Coblenz, 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

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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.

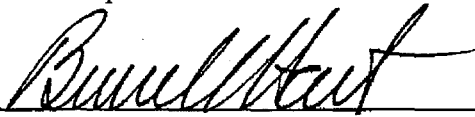
28. Prohibiting City Business with Burma. By its execution of this Agreement, Grantor attests that it is not the government of Burma (Myanmar), a person or business entity organized under the laws of Burma (Myanmar) or a "prohibited person or entity" as defined in San Francisco Administrative Code section 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

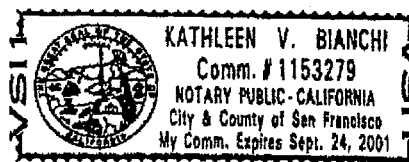
STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

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)



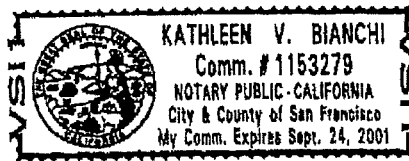
STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

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



12662

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 $86^{\circ} 49' 04''$ 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 6

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



12663

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 1936
J.W
S:\SV-16.DOC
S:\Cty-SSE-3.doc
5/26/99 Revised: 6/10/99



12664

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.

4 of 6

REVISED: 3/8/99, 5/6/99, 6/8/99
PREPARED BY KCA ENGINEERS, INC.
5/1/98 JOB 1938
J.W.
S:\SV-17.DOC
S:\Cty-SSE-4.doc
5/26/99 Revised: 6/8/99



12665

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.
S:\SV-23 DOC
S:\Cty-SSE-6.doc
6/10/99



12667

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

RECORDED AT THE REQUEST OF:

CITY AND COUNTY OF SAN FRANCISCO

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- 2000-G873071-00

Check Number 3109

Thursday, DEC 07, 2000 15:16:58

Tel Pd \$19.00

Nbr-0001520511

REEL H779 IMAGE 0400

esd/AB/1-5

OFFER OF DEDICATION
(STREET PURPOSES)

Catellus Development Corporation a Delaware Corporation, being the fee title owner of record of the herein described property, does hereby irrevocably offer to dedicate to the City and County of San Francisco, a municipal corporation, and its successors and assigns, for street and roadway purposes, the real property situated in the City and County of San Francisco, State of California, described in Exhibit A (legal description) and shown on Exhibit A-1 (plat map) attached hereto, and including the public utility facilities to be located therein and thereon.

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 shall not assume any responsibility for the offered parcel of land or any improvements thereon, 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 51 day of OCTOBER, 2000.

CATELLUS DEVELOPMENT CORPORATION
A Delaware Corporation

By CATELLUS URBAN DEVELOPMENT GROUP, LLC
A Delaware Limited Liability Company
Its Agent

By 
Douglas J. Gardner, President

By 
Eric Harrison, Senior Vice President

CERTIFICATE OF ACKNOWLEDGMENT
OF NOTARY PUBLIC

6873071

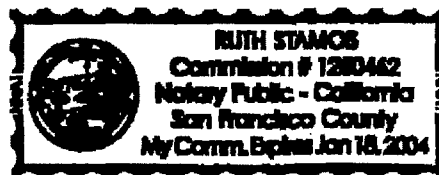
STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On OCTOBER 31, 2000, before me, the undersigned, personally appeared
ERIC HARRISON, personally known to me (or 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.

WITNESS my hand and official seal.

Ruth Stamos
Signature

(Seal)



CERTIFICATE OF ACKNOWLEDGMENT
OF NOTARY PUBLIC

G873071

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

On OCTOBER 31, 2000, before me, the undersigned, personally appeared
DOUGLAS J. GAEDNER, personally known to me (or 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.

WITNESS my hand and official seal.



Ruth Stamos
Signature

(Seal)

EXHIBIT A

**LEGAL DESCRIPTION
PORTION OF APN 8722-01 TO BE DEDICATED
FOR STREET PURPOSES
Mission Bay Project**

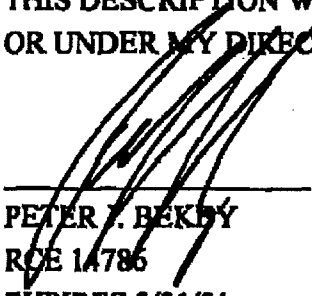
G873071

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

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF LOT 1, ASSESSOR'S BLOCK 8722 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF MISSION BAY" FILED JULY 19, 1999, IN BOOK Z OF MAPS AT PAGES 97 THROUGH 119 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA; THENCE SOUTH $86^{\circ} 49' 04''$ WEST ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 9.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH $86^{\circ} 49' 04''$ WEST 71.00 FEET; THENCE SOUTH $03^{\circ} 10' 56''$ EAST 2.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 186.50 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $45^{\circ} 11' 00''$ A DISTANCE OF 147.07 FEET; THENCE TANGENT TO SAID CURVE SOUTH $48^{\circ} 21' 56''$ EAST 22.49 FEET; THENCE NORTH $03^{\circ} 10' 56''$ WEST 150.65 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 7,434 SQUARE FEET, MORE OR LESS.

THIS DESCRIPTION WAS PREPARED BY ME
OR UNDER MY DIRECTION:



PETER J. BEKEY
RCE 14786
EXPIRES 3/31/01

11/02/00
DATE



Prepared by KCA Engineers, Inc.
1936 10/24/00 Revised 11/1/00
EA...Terry Francois Dedication 8722.doc

PARCEL DEDICATION
TERRY FRANCOIS BLVD.

G873071

FUTURE TERRY
FRANCOIS BLVD.

APN 8721-01

FUTURE
SOUTH STREET

S 86° 49' 04" W
RADIAL

2.50'
S 03° 10' 56" E

10.00'

71.00'

9.01'

S 86° 49' 04" W

P.O.C.
T.P.O.B.

APN 8722-01

$\Delta = 45^\circ 11' 00''$
 $R = 186.50'$
 $L = 147.07'$

N 03° 10' 56" W 150.65'

22.49'
S 48° 21' 56" E

FUTURE TERRY
FRANCOIS BLVD.



GRAPHIC SCALE

10 0 10 20 40
Feet



TF-DED01 00.0350




A PROJECT OF CATELLUS DEVELOPMENT CORPORATION

12673

EXHIBIT A-1
SHEET 1 OF 1

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


San Francisco Assessor-Recorder
Mabel S. Teng, Assessor-Recorder
DOC- 2004-H658613-00
Acct 35-S.F. Real Estate
Tuesday, FEB 17, 2004 11:15:20
Ttl Pd \$0.00 Nbr-0002408113
REEL 1575 IMAGE 0166
car/AB/1-10

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

AB 8722/1, 8721/12, 3841/2, 8720/15 & 8709/11
Address: 1400 - 1799 Third Street

MIC
10

OFFER OF DEDICATION
(Street Purposes)

Catellus Development Corporation, a Delaware corporation ("Catellus"), being the fee title owner of record of the herein described property, does hereby irrevocably offer to dedicate (subject only to the conditions to acceptance set forth below), to the City and County of San Francisco, a municipal corporation, and its successors and assigns, for street and roadway purposes, the real property situated in the City and County of San Francisco, State of California, described in Exhibit A and shown on Exhibit A-1 (plat map) attached hereto (the "Dedication Area").

This offer of dedication may be exercised only if the Board of Supervisors of the City and County of San Francisco finds that one of the following events has occurred: (i) the permanent street and sidewalk surface improvements in the Dedication Area are complete in accordance with the Mission Bay South Infrastructure Plan; (ii) the Dedication Area has been transferred to an entity other than an approved Transferee or an Affiliate as defined in the Mission Bay South Owner Participation Agreement; (iii) the Board of Supervisors reasonably determines on the basis of substantial evidence that conditions exist which would materially impair or adversely affect Catellus' ability to construct the permanent street and sidewalk surface improvements in the Dedication Area in accordance with the South Infrastructure Plan; or (iv) ten (10) years have elapsed since March 25, 2002, the date of Street Improvement Permit No. 02IE-138 (Mission Bay) for the Third Street/Sixteenth Street Utility Improvements project.

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.

H658613

IN WITNESS WHEREOF, the undersigned has executed this instrument this 10th
day of OCTOBER, 2003.

CATELLUS DEVELOPMENT CORPORATION,
A Delaware Corporation,

By: CATELLUS URBAN DEVELOPMENT
CORPORATION

Its: Agent

By


Eric Harrison

Senior Vice President, Development

H658613

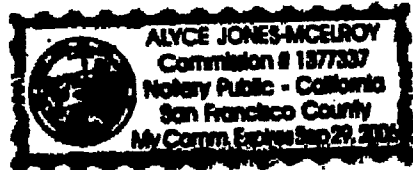
**CERTIFICATE OF ACKNOWLEDGMENT
OF NOTARY PUBLIC**

STATE OF CALIFORNIA)
)
COUNTY OF San Francisco) ss.

On October 10, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Eric Hanson, 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.

Alyce Jones McElroy
Signature of Notary Public (Seal)



H658613

EXHIBIT A
[TO BE ATTACHED]

**EXHIBIT A
LEGAL DESCRIPTION**

H658613

All that real property situated in the City and County of San Francisco, State of California, described as follows:

Being portions of the property as described in H429 OR 509, recorded on July 19, 1999 in the Office of the Recorder of the City and County of San Francisco, State of California, and being more particularly described as follows:

PART A

BEGINNING at the intersection of the westerly line of Third Street and the northerly line of Sixteenth Street as 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; thence, proceeding clockwise the following courses and distances: South $86^{\circ}49'04''$ West, 7.00 feet along the northerly line of Sixteenth Street; thence, North $03^{\circ}10'56''$ West, 2.00 feet; thence, North $86^{\circ}49'04''$ East, 2.00 feet; thence, North $03^{\circ}10'56''$ West, 388.00 feet along a line parallel with and distant westerly 5.00 feet, measured at right angles, from said westerly line to the southerly line of former El Dorado Street, as described in H429 OR 503, Exhibit D, recorded on July 19, 1999; thence, North $86^{\circ}49'04''$ East, 5.00 feet along said southerly line; thence, South $03^{\circ}10'56''$ East, 390.00 feet along said westerly line to the POINT OF BEGINNING.

Containing 1954.00 square feet (0.04 acres) more or less.

PART B

BEGINNING at the intersection of the southwesterly line of former Fifth Street and the westerly line of Third Street, as described in H429 OR 503, Exhibit D, recorded on July 19, 1999; thence, proceeding clockwise the following courses and distances: South $03^{\circ}10'56''$ East, 266.91 feet along said westerly line to the northerly line of former El Dorado Street, as described in H429 OR 503, Exhibit D, recorded on July 19, 1999; thence, South $86^{\circ}49'04''$ West, 5.00 feet along said northerly line; thence, North $03^{\circ}10'56''$ West, 272.76 feet along a line parallel with and distant westerly 5.00 feet, measured at right angles, from said westerly line, to said southwesterly line of former Fifth Street; thence, along said southwesterly line, South $43^{\circ}41'53''$ East, 7.70 feet to the POINT OF BEGINNING.

Containing 1349.17 square feet (0.03 acres) more or less.

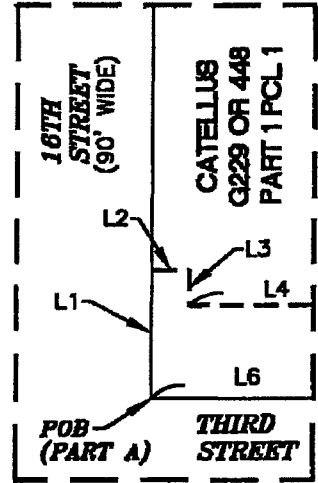
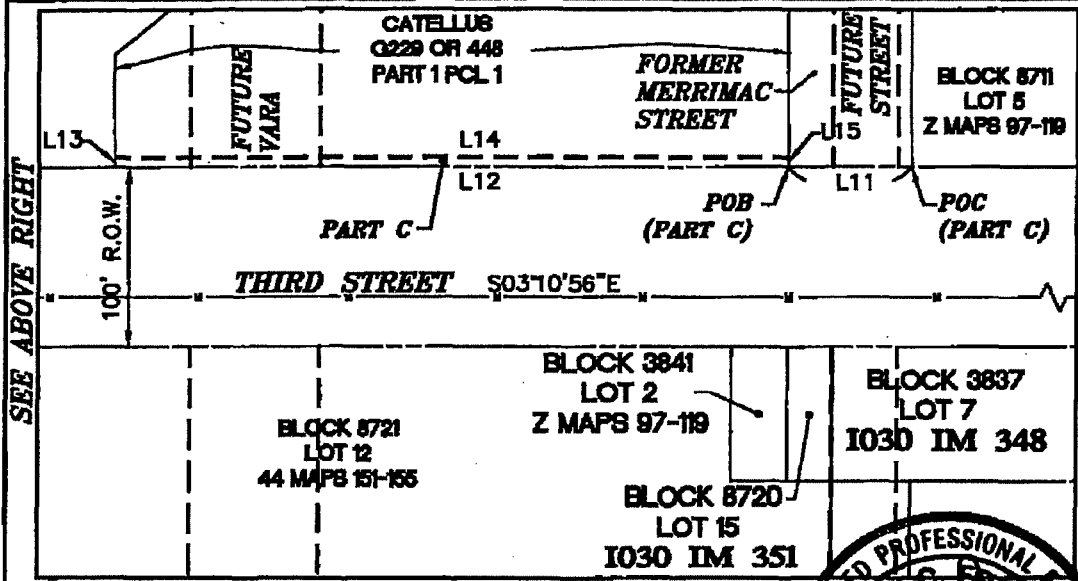
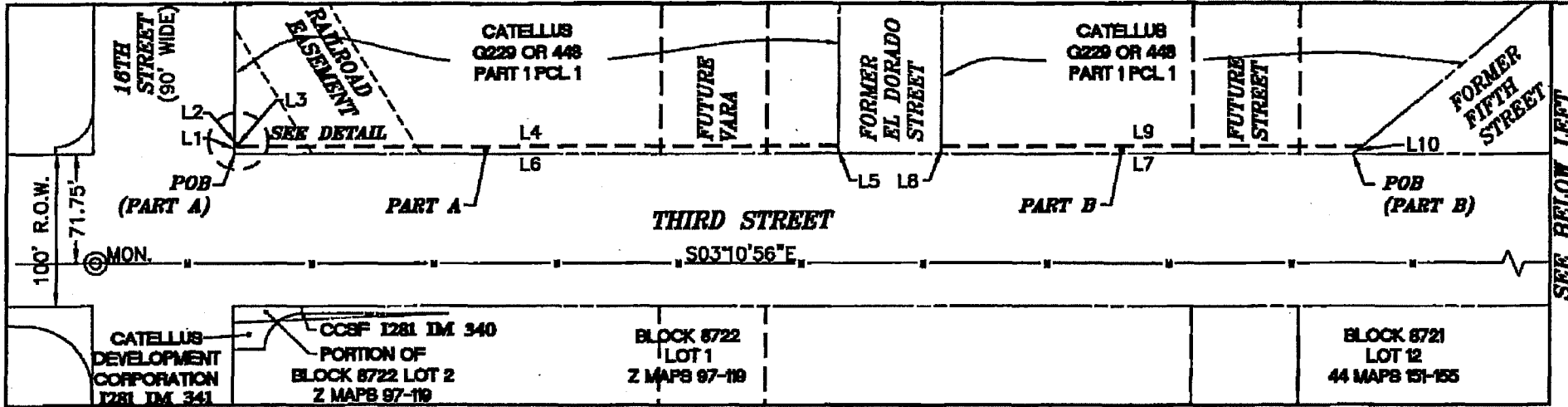
PART C

COMMENCING at the southeasterly corner of Block 8711 Lot 5 as shown on said "Map of Mission Bay"; thence, South $03^{\circ}10'56''$ East, 66.00 feet along the westerly line of Third Street to the POINT OF BEGINNING of this description; thence, proceeding clockwise the following courses and distances: South $03^{\circ}10'56''$ East, 360.00 feet along said westerly line to the northerly line of former Fifth Street, as described in H429 OR 503, Exhibit D, recorded on July 19, 1999; thence, South $86^{\circ}49'04''$ West, 5.00 feet along said northerly line; thence, North $03^{\circ}10'56''$ West, 360.00 feet along a line parallel with and distant westerly 5.00 feet, measured at right angles, from said westerly line to the southerly line of former Merrimac Street, as described in H429 OR 503, Exhibit D, recorded on July 19, 1999; thence, along said southerly line, North $86^{\circ}49'04''$ East, 5.00 feet to the POINT OF BEGINNING.

Containing 1,800.00 square feet (0.04 acres) more or less.



September 24, 2003

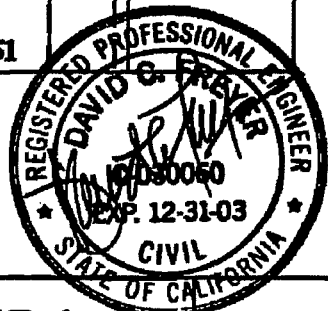


LINE TABLE		
LINE	LENGTH	BEARING
L1	7.00	S86°49'04"W
L2	2.00	N03°10'56"W
L3	2.00	N86°49'04"E
L4	388.00	N03°10'56"W
L5	5.00	N86°49'04"E
L6	390.00	S03°10'56"E
L7	266.91	S03°10'56"E
L8	5.00	S86°49'04"W
L9	272.76	N03°10'56"W
L10	7.70	S43°41'53"E
L11	66.00	S03°10'56"E
L12	360.00	S03°10'56"E
L13	5.00	S86°49'04"W
L14	360.00	N03°10'56"W
L15	5.00	N86°49'04"E

LEGEND

--- EX. PROPERTY LINE
 - - - DEDICATION LINE
 - - - FUTURE STREETS & VARA'S
 - - - MONUMENT LINE

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING



DETAIL
 SCALE: 1" = 10'



SCALE
 1" = 100'

09/24/03 CITY AND COUNTY OF SAN FRANCISCO

F&L Freyer & Laureta, Inc.
 civil engineers • surveyors
 144 North San Mateo Drive • San Mateo, CA 94401
 (650)544-9901 • Fax (650)544-9920 • www.freyerlaureta.com

EXHIBIT A-1
PLAT TO ACCOMPANY LEGAL DESCRIPTION

H658613

EXHIBIT A
LEGAL DESCRIPTION

All that real property situated in the City and County of San Francisco, State of California, described as follows:

Being a portion of Block 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, and being more particularly described as follows:

COMMENCING at the southwesterly corner of Block 8722 Lot 2 as shown on said "Map of Mission Bay"; thence, North $03^{\circ}10'56''$ West, 44.16 feet along the westerly line of said Lot 2 to the POINT OF BEGINNING of this description; thence, proceeding clockwise the following courses and distances: North $03^{\circ}10'56''$ West, 230.84 feet, along the westerly line of Block 8722 Lot 1 as shown on said map; thence, North $86^{\circ}49'04''$ East, 5.00 feet along a line parallel with and distant northerly 230.84 feet, measured at right angles, from the northerly line of said Lot 2; thence, South $03^{\circ}10'56''$ East, 230.84 feet along a line parallel with and distant easterly 5.00 feet, measured at right angles, from said westerly line, to its intersection with said northerly line; thence, South $86^{\circ}49'04''$ West, 5.00 feet, along said northerly line, to the POINT OF BEGINNING.

Containing 1,154.20 square feet (0.03 acres) more or less.



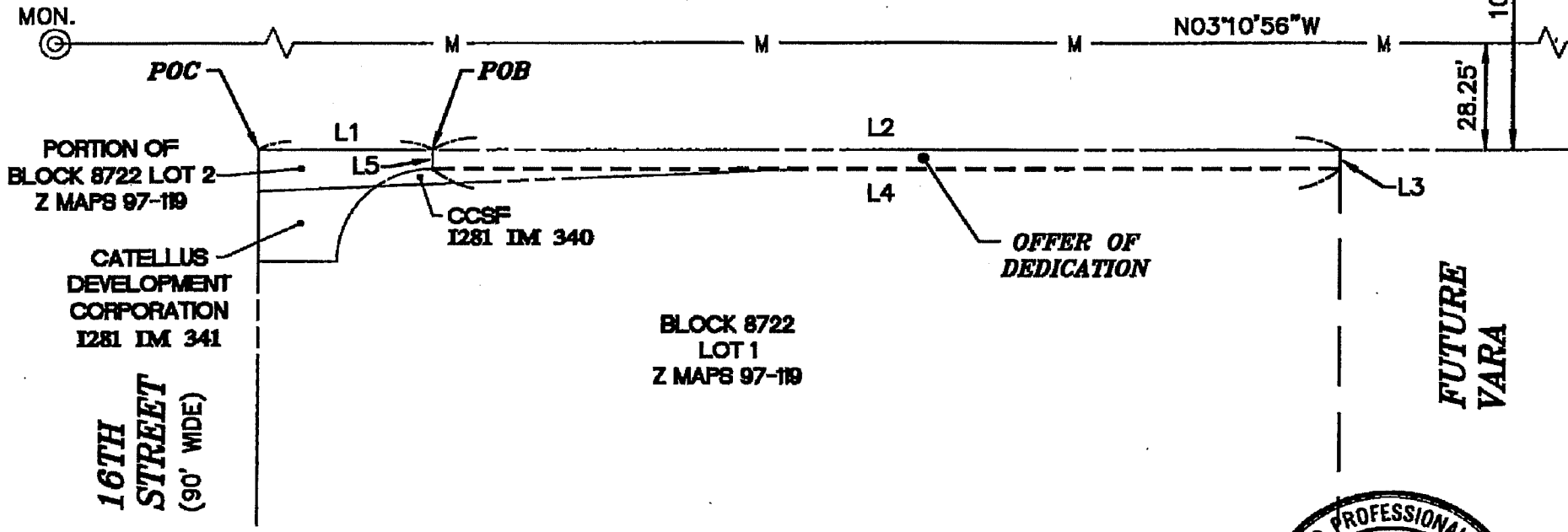
September 24, 2003

THIRD STREET



SCALE
1" = 40'

100' R.O.W.



LINE TABLE		
LINE	LENGTH	BEARING
L1	44.16'	N03°10'56"W
L2	230.84	N03°10'56"W
L3	5.00	N86°49'04"E
L4	230.84	S03°10'56"E
L5	5.00	S86°49'04"W

LEGEND

- EX. PROPERTY LINE
- DEDICATION LINE
- FUTURE STREETS & VARA'S
- MONUMENT LINE
- POC
- POB



H658613

09/24/03 CITY AND COUNTY OF SAN FRANCISCO

F&L Freyer & Laureta, Inc.
civil engineers • surveyors
 144 North San Mateo Drive • San Mateo, CA 94401
 (650)344-8901 • Fax (650)344-8920 • www.freyerlaureta.com

EXHIBIT A-1
PLAT TO ACCOMPANY LEGAL DESCRIPTION

H658613

EXHIBIT A
LEGAL DESCRIPTION

All that real property situated in the City and County of San Francisco, State of California, described as follows:

Being a portion of Block 8721 Lot 12 as said lot is shown on that certain parcel map entitled "Parcel Map - Planned Development Mission Bay", recorded on December 7, 2000 in Book 44 of Parcel Maps at Pages 151 through 155, a portion of Block 3841 Lot 2 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, and a portion of Block 8720 Lot 15 as said lot is shown on the Certificate of Compliance I030 IM 351, recorded on December 10, 2001, in the Office of the Recorder of the City and County of San Francisco, State of California, and being more particularly described as follows:

COMMENCING at the northeasterly corner of said Block 8720 Lot 15 as shown on said Certificate of Compliance I030 IM 351; thence, South 86°49'04" West, 69.00 feet along the northerly line of said Lot 15, to the POINT OF BEGINNING of this description; thence, proceeding clockwise the following courses and distances: South 03°10'56" East, 349.00 feet, along a line parallel with and distant easterly 5.00 feet, measured at right angles, from the easterly line of Third Street, as shown on said "Map of Mission Bay"; thence, South 86°49'04" West, 5.00 feet along a line parallel with and distant southerly 349.00 feet, measured at right angles, from said northerly line, to its intersection with said easterly line of Third Street; thence, North 03°10'56" West, 349.00 feet, along said easterly line to said northerly line; thence, along said northerly line, North 86°49'04" East, 5.00 feet to the POINT OF BEGINNING. Containing 1,745.00 square feet (0.04 acres) more or less.



September 24, 2003

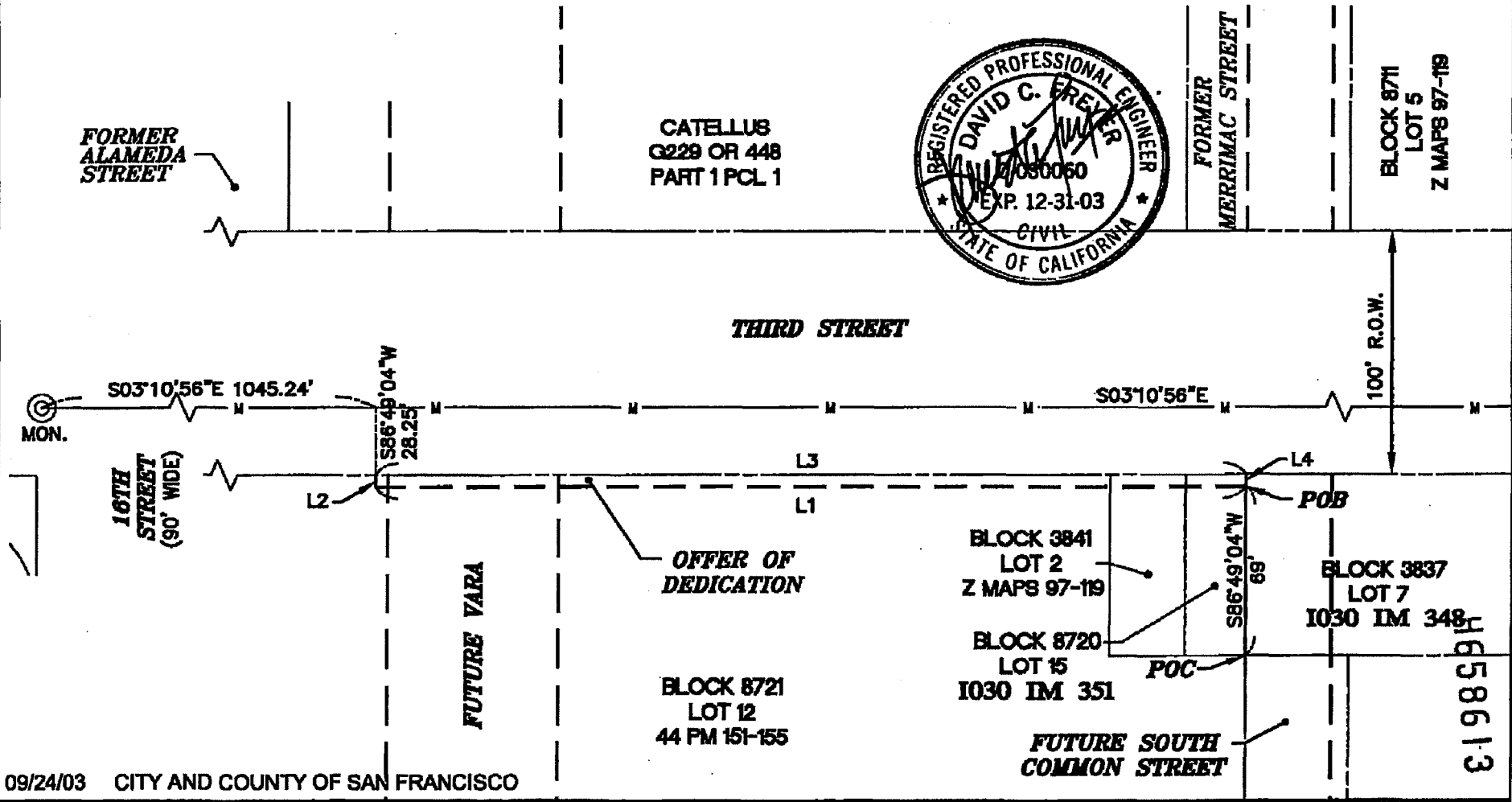
LINE TABLE		
LINE	LENGTH	BEARING
L1	349.00	S03°10'56"E
L2	5.00	S86°49'04"W
L3	349.00	N03°10'56"W
L4	5.00	N86°49'04"E

LEGEND

- EX. PROPERTY LINE
- DEDICATION LINE
- FUTURE STREETS & VARA'S
- M----- MONUMENT LINE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT



SCALE
1" = 60'



09/24/03 CITY AND COUNTY OF SAN FRANCISCO

F&L Freyer & Laureta, Inc.
civil engineers • surveyors
144 North San Mateo Drive • San Mateo, CA 94401
(650)344-9901 • Fax (650)344-9920 • www.freyerlaureta.com

EXHIBIT A-1
PLAT TO ACCOMPANY LEGAL DESCRIPTION

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

OFFICIAL BUSINESS
Document entitled to free recordation pursuant
to Government Code Section 6103

Documentary Transfer Tax Reported Separately

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

QUITCLAIM DEED

Portions of Block 8722, Lot 001
(Offer of Dedication (Street Purposes) (2004-H658613))

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a charter city and county ("City"), 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.

Executed as of _____, 2015.

AUTHORITY:

Authorized by Board of Supervisors
Ordinance No. _____,
adopted _____, 2015

CITY AND COUNTY OF SAN
FRANCISCO
a charter city and county

By: _____
JOHN UPDIKE
Director of Property

[Signatures Continue on Next Page]

APPROVED AS TO FORM:

Dennis J. Herrera, City Attorney

RECOMMENDED

By: _____
Deputy City Attorney

By: _____
Director of Public Works

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)

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]

OFFER OF DEDICATION (STREET PURPOSES) (2004-H658613)

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

BEING A PORTION OF BLOCK 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, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF BLOCK 8722 LOT 2 AS SHOWN ON SAID "MAP OF MISSION BAY"; THENCE NORTH $03^{\circ}10'56''$ WEST, 44.16 FEET ALONG THE WESTERLY LINE OF SAID LOT 2 TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE PROCEEDING CLOCKWISE THE FOLLOWING COURSES AND DISTANCES: NORTH $03^{\circ}10'56''$ WEST, 230.84 FEET, ALONG THE WESTERLY LINE OF BLOCK 8722 LOT 1 AS SHOWN ON SAID MAP; THENCE NORTH $86^{\circ}49'04''$ EAST, 5.00 FEET ALONG A LINE PARALLEL WITH AND DISTANT NORTHERLY 230.84 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID LOT 2; THENCE SOUTH $03^{\circ}10'56''$ EAST 230.84 FEET ALONG A LINE PARALLEL WITH AND DISTANT EASTERLY 5.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID WESTERLY LINE, TO ITS INTERSECTION WITH SAID NORTHERLY LINE; THENCE SOUTH $86^{\circ}49'04''$ WEST 5.00 FEET, ALONG SAID NORTHERLY LINE, TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK NO. 8722

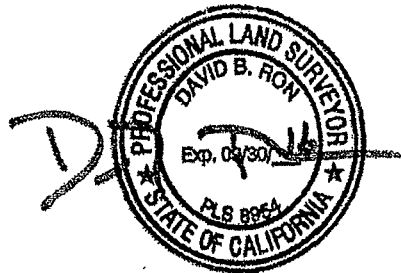
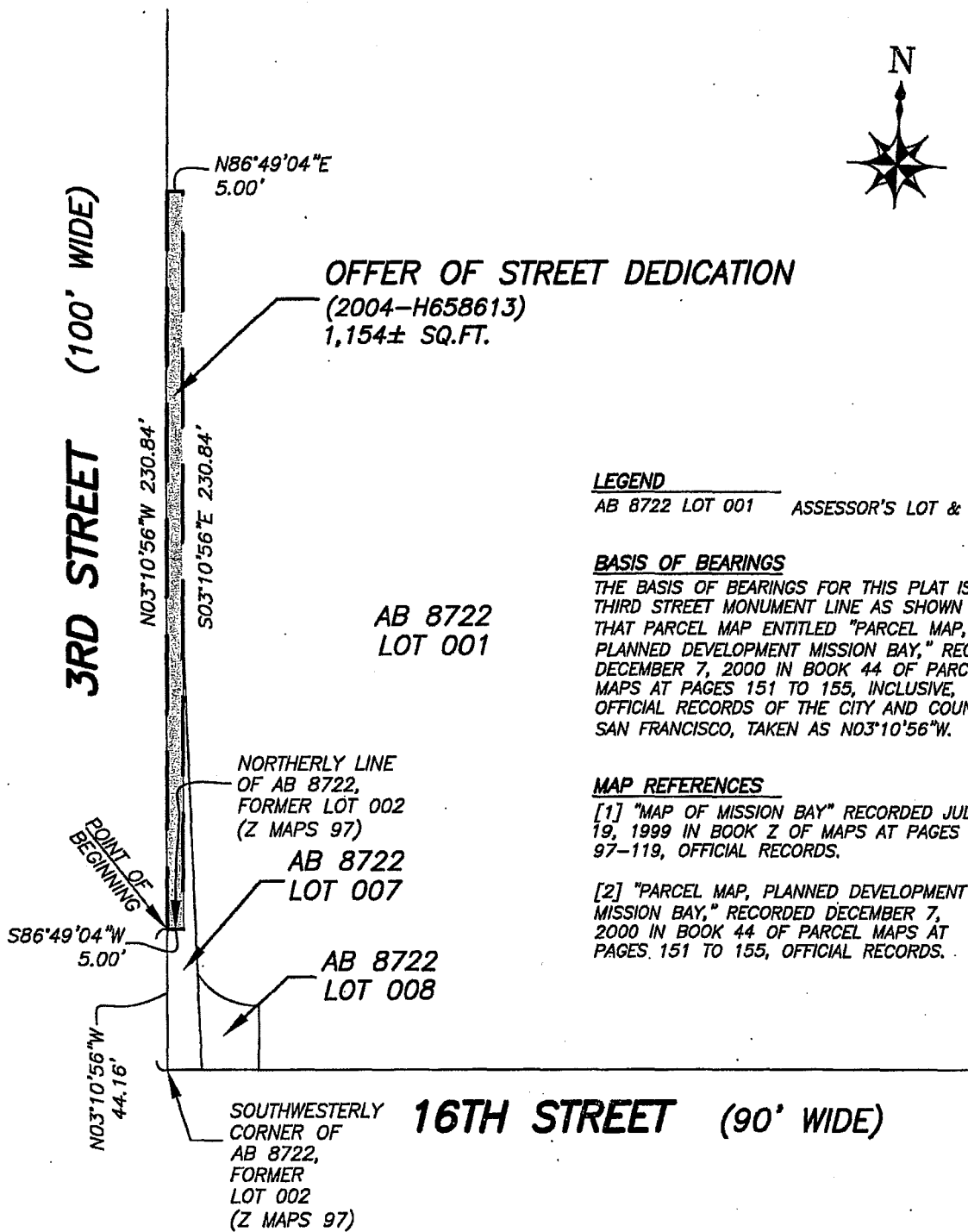


EXHIBIT A-1

DEPICTION

[Attached]



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] "MAP OF MISSION BAY" RECORDED JULY 19, 1999 IN BOOK Z OF MAPS AT PAGES 97-119, OFFICIAL RECORDS.

[2] "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. 12693
LAND SURVEYORS

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

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

OFFICIAL BUSINESS
Document entitled to free recordation pursuant
to Government Code Section 6103

Documentary Transfer Tax Reported Separately

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

QUITCLAIM DEED

Portions of Assessor's Block 8722, Lot 001
(Offer of Dedication (Street Purposes) (2000-G873071))

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a charter city and county ("City"), 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.

Executed as of _____, 2015.

AUTHORITY:

Authorized by Board of Supervisors
Ordinance No. _____,
adopted _____, 2015

CITY AND COUNTY OF SAN
FRANCISCO
a charter city and county

By: _____
JOHN UPDIKE
Director of Property

[Signatures Continue on Next Page]

APPROVED AS TO FORM:

Dennis J. Herrera, City Attorney

RECOMMENDED

By: _____
Deputy City Attorney

By: _____
Director of Public Works

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)

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]

OFFER OF DEDICATION (STREET PURPOSES) (2000-G873071)

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

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF LOT 1, ASSESSOR'S BLOCK 8722 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF MISSION BAY" FILED JULY 19, 1999, IN BOOK Z OF MAPS AT PAGES 97 THROUGH 119 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA; THENCE SOUTH $86^{\circ}49'04''$ WEST ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 9.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH $86^{\circ}49'04''$ WEST 71.00 FEET; THENCE SOUTH $03^{\circ}10'56''$ EAST 2.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 186.50 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $45^{\circ}11'00''$ A DISTANCE OF 147.07 FEET; THENCE TANGENT TO SAID CURVE SOUTH $48^{\circ}21'56''$ EAST 22.49 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 150.65 FEET TO THE TRUE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK NO. 8722

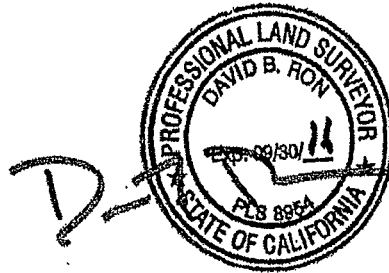


EXHIBIT A-1

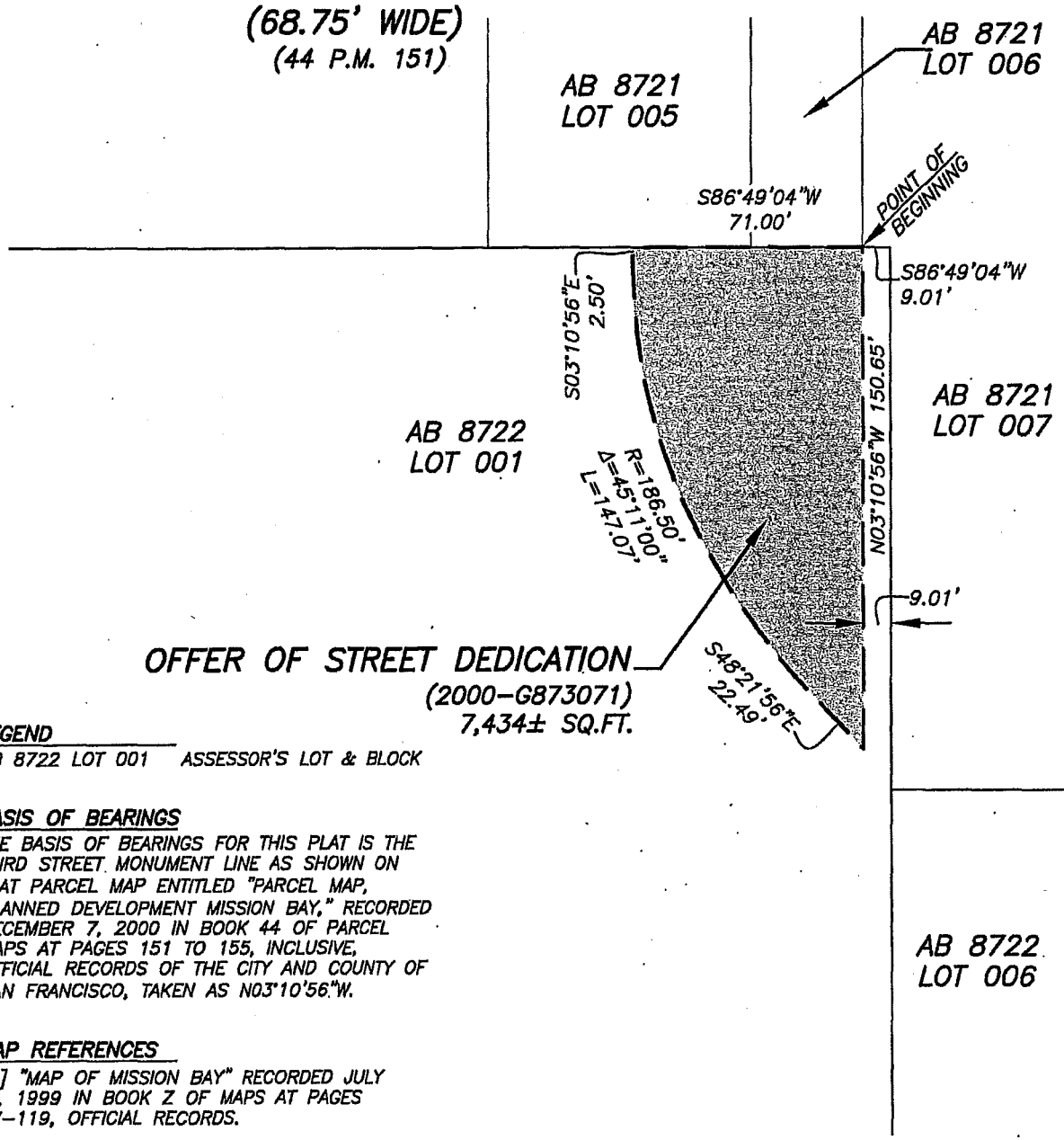
DEPICTION

[Attached]



FUTURE SOUTH STREET

(68.75' WIDE)
(44 P.M. 151)



OFFER OF STREET DEDICATION
(2000-G873071)
7,434± SQ.FT.

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] "MAP OF MISSION BAY" RECORDED JULY 19, 1999 IN BOOK Z OF MAPS AT PAGES 97-119, OFFICIAL RECORDS.

[2] "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.¹²⁷⁰³
LAND SURVEYORS

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

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

RECORDING REQUESTED BY:

City and County of San Francisco

WHEN RECORDED RETURN TO:

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

Documentary Transfer Tax: \$

APN: PORTION OF BLOCK 8722, LOT 1

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

**TERMINATION OF EASEMENT
AND
EASEMENT QUITCLAIM DEED**

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

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

RECITALS

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

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

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

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

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

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

PART I.

TERMINATION OF WATER MAIN EASEMENT

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

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

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

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

PART II.

EASEMENT QUITCLAIM

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

Executed as of _____, 20__.

CITY AND COUNTY OF SAN FRANCISCO
a municipal corporation

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

RECOMMENDED:

LEGAL DESCRIPTION APPROVED:

By: _____
MOHAMMED NURU
Director of Public Works

By: _____
BRUCE R. STORRS
City and County Surveyor

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

[Signatures Continue on Next Page]

AGREED AND ACCEPTED
as of _____, 20__.

:

GSW ARENA LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

[Attached]

WATER MAIN EASEMENT (94-F694796)

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

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

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

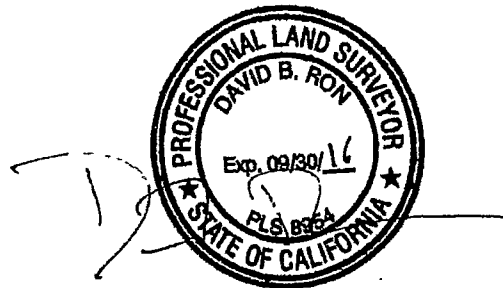


EXHIBIT A-1

DEPICTION

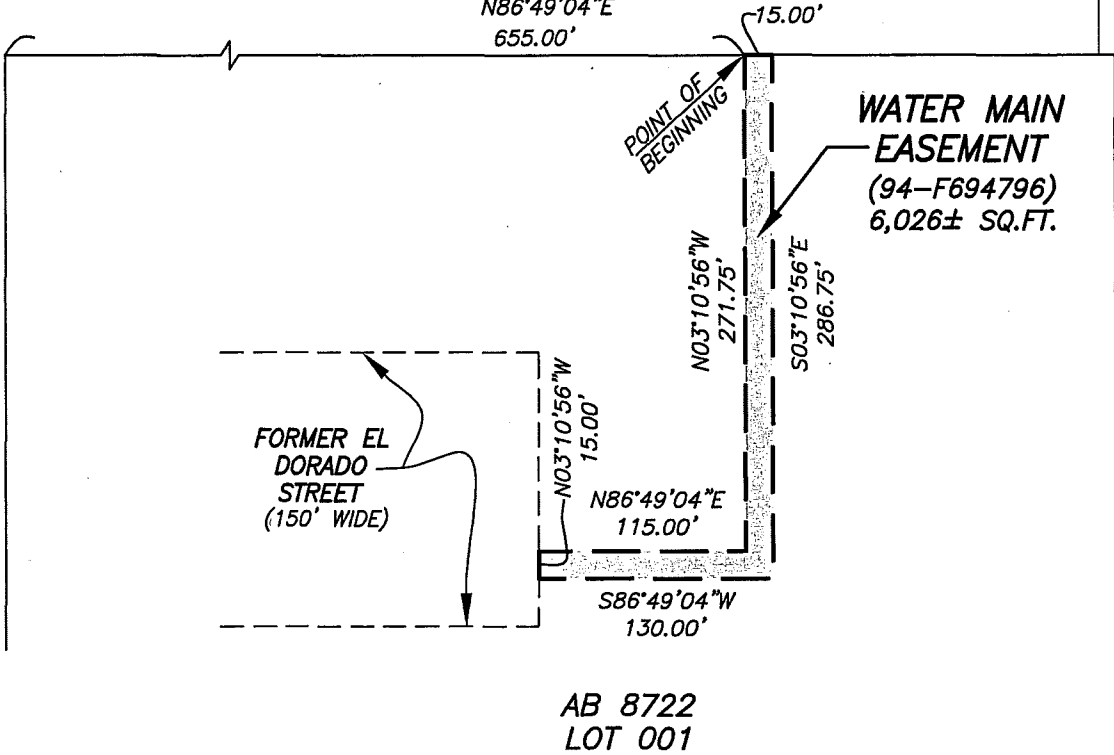
[Attached]

3RD STREET (100' WIDE)

FUTURE SOUTH STREET

(68.75' WIDE)
(44 P.M. 151)

N86°49'04"E
655.00'



AB 8721
LOT 007
(BOOK Z 97-119)

AB 8722
LOT 006
(BOOK Z 97-119)

AB 8722
LOT 001
(2015-K143293)

LEGEND

AB 8722 LOT 001 ASSESSOR'S LOT & BLOCK

BASIS OF BEARINGS

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

MAP REFERENCES

[1] "RECORD OF SURVEY MAP OF MISSION BAY" RECORDED JULY 28, 1992 IN MAP BOOK Y, AT PAGES 62-82, OFFICIAL RECORDS.

[2] "MAP OF MISSION BAY" RECORDED JULY 19, 1999 IN BOOK Z OF MAPS AT PAGES 97-119, OFFICIAL RECORDS.

[3] "PARCEL MAP, PLANNED DEVELOPMENT MISSION BAY," RECORDED DECEMBER 7, 2000 IN BOOK 44 OF PARCEL MAPS AT PAGES 151 TO 155, OFFICIAL RECORDS.

SUBJECT: **PLAT TO ACCOMPANY LEGAL DESCRIPTION**

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

MARTIN M. RON ASSOCIATES, INC. 12713
LAND SURVEYORS

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

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

RECORDING REQUESTED BY:

City and County of San Francisco

WHEN RECORDED RETURN TO:

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

Documentary Transfer Tax: \$

APN: PORTION OF BLOCK 8722, LOT 1

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

**TERMINATION OF EASEMENT
AND**

EASEMENT QUITCLAIM DEED

Portion of Assessor's Block 8722, Lot 001

(Reserved Sewer and Water Line Easement (1970-S54935))

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

RECITALS

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

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

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

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

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

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

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

PART I.

TERMINATION OF RESERVED SEWER AND WATER LINE EASEMENT

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

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

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

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

PART II.

EASEMENT QUITCLAIM

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

Executed as of _____, 20__.

CITY AND COUNTY OF SAN FRANCISCO
a municipal corporation

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

RECOMMENDED:

LEGAL DESCRIPTION APPROVED:

By: _____
MOHAMMED NURU
Director of Public Works

By: _____
BRUCE R. STORRS
City and County Surveyor

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

[Signatures Continue on Next Page]

AGREED AND ACCEPTED
as of _____, 20__.

:

GSW ARENA LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

[Attached]

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

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

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

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

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

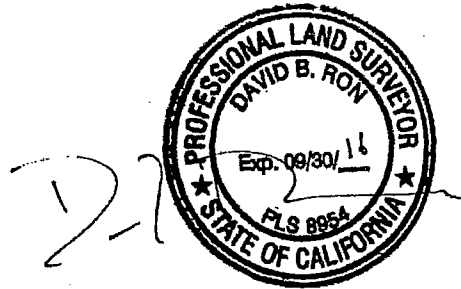


EXHIBIT A-1

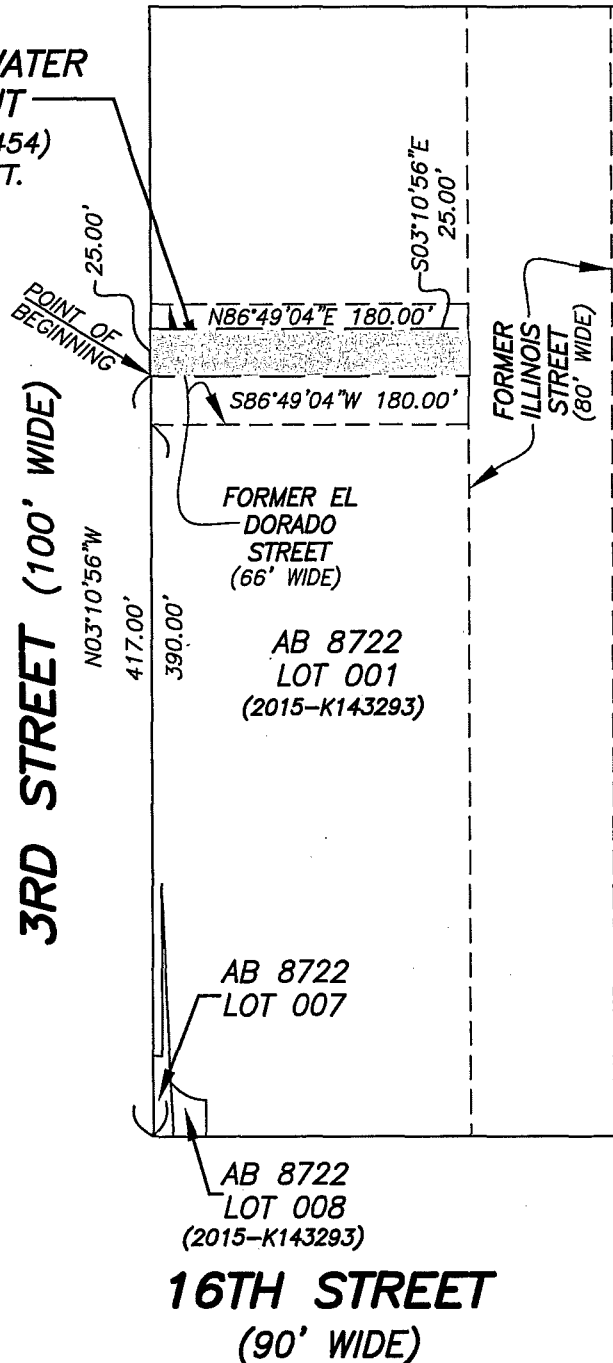
DEPICTION

[Attached]

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



**SEWER & WATER
 EASEMENT**
 (B422 O.R. 454)
 4,500 SQ.FT.



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

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

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

RECORDING REQUESTED BY:

City and County of San Francisco

WHEN RECORDED RETURN TO:

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

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

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

**TERMINATION OF EASEMENT
AND**

EASEMENT QUITCLAIM DEED

Portions of Assessor's Block 8722, Lot 001
(Waterline Easement (99-G622172-00))

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

RECITALS

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

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

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

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

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

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

PART I.

TERMINATION OF WATERLINE EASEMENT

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

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

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

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

PART II.

EASEMENT QUITCLAIM

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

Executed as of _____, 20__.

CITY AND COUNTY OF SAN FRANCISCO
a municipal corporation

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

RECOMMENDED:

LEGAL DESCRIPTION APPROVED:

By: _____
MOHAMMED NURU
Director of Public Works

By: _____
BRUCE R. STORRS
City and County Surveyor

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

[Signatures Continue on Next Page]

AGREED AND ACCEPTED
as of _____, 20__.

:

GSW ARENA LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

[Attached]

CITY WATER LINE EASEMENT (99-G622172)

PARCEL 1

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

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

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

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

PARCEL 2

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

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

CITY WATER LINE EASEMENT (99-G622172)

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

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

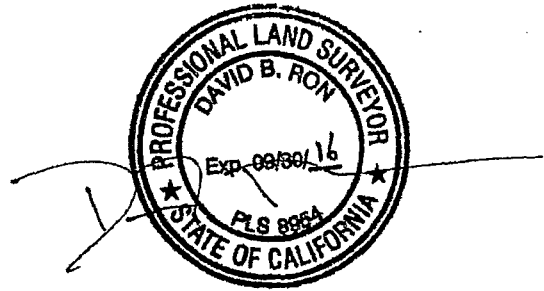


EXHIBIT A-1

DEPICTION

[Attached]



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

BASIS OF BEARINGS

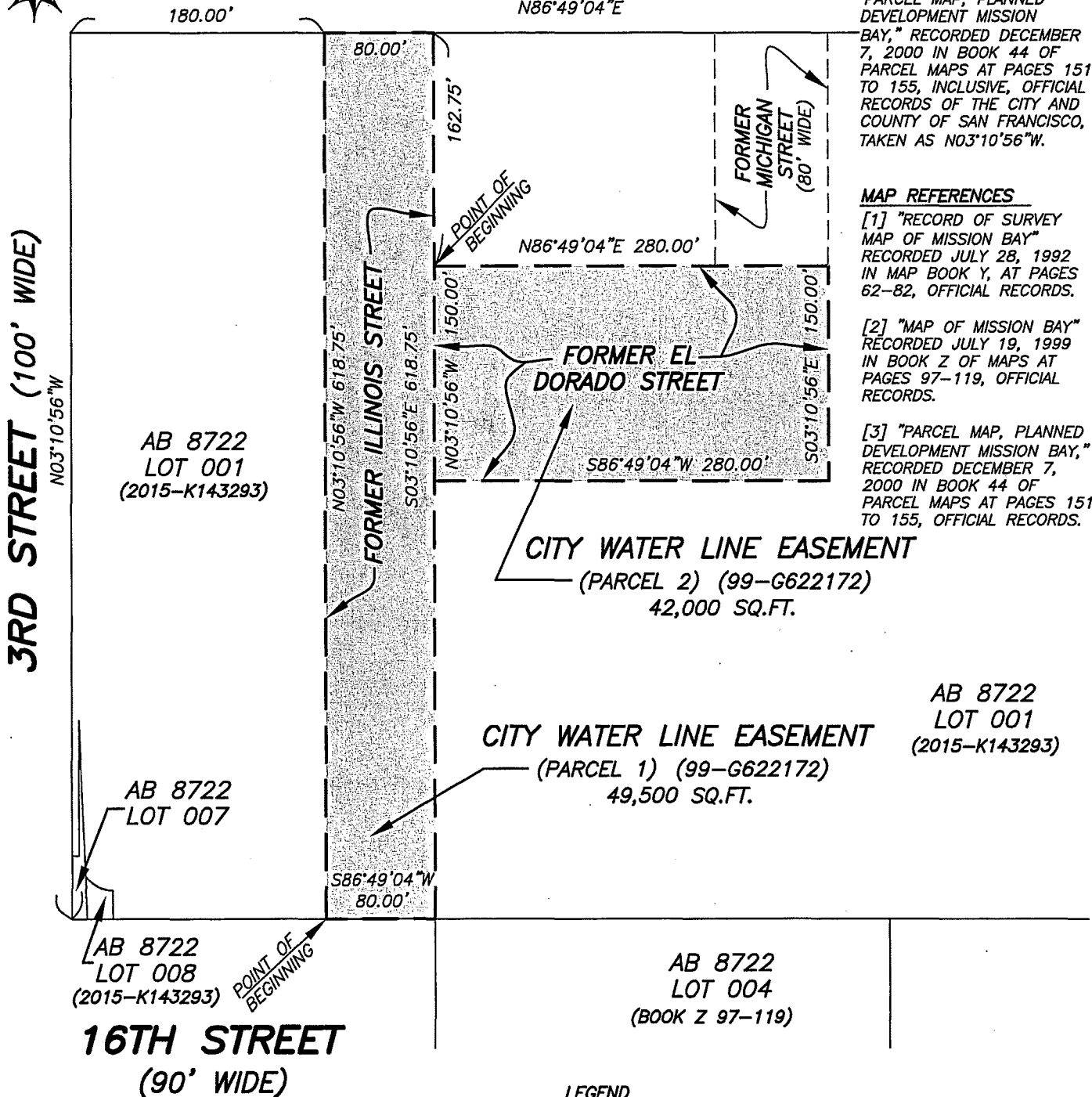
THE BASIS OF BEARINGS FOR THIS PLAT IS THE THIRD STREET MONUMENT LINE AS SHOWN ON THAT PARCEL MAP ENTITLED "PARCEL MAP, PLANNED DEVELOPMENT MISSION BAY," RECORDED DECEMBER 7, 2000 IN BOOK 44 OF PARCEL MAPS AT PAGES 151 TO 155, INCLUSIVE, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, TAKEN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

MAP REFERENCES

[1] "RECORD OF SURVEY MAP OF MISSION BAY" RECORDED JULY 28, 1992 IN MAP BOOK Y, AT PAGES 62-82, OFFICIAL RECORDS.

[2] "MAP OF MISSION BAY" RECORDED JULY 19, 1999 IN BOOK Z OF MAPS AT PAGES 97-119, OFFICIAL RECORDS.

[3] "PARCEL MAP, PLANNED DEVELOPMENT MISSION BAY," RECORDED DECEMBER 7, 2000 IN BOOK 44 OF PARCEL MAPS AT PAGES 151 TO 155, OFFICIAL RECORDS.



CITY WATER LINE EASEMENT
 (PARCEL 2) (99-G622172)
 42,000 SQ.FT.

CITY WATER LINE EASEMENT
 (PARCEL 1) (99-G622172)
 49,500 SQ.FT.

AB 8722
 LOT 001
 (2015-K143293)

LEGEND
 AB 8722 LOT 001 ASSESSOR'S LOT & BLOCK

SUBJECT: **PLAT TO ACCOMPANY LEGAL DESCRIPTION**

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

MARTIN M. RON ASSOCIATES, INC. 2734
 LAND SURVEYORS

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

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

RECORDING REQUESTED BY:

City and County of San Francisco

WHEN RECORDED RETURN TO:

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

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

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

**TERMINATION OF EASEMENT
AND**

EASEMENT QUITCLAIM DEED

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

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

RECITALS

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

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

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

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

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

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

PART I.

TERMINATION OF STORM/SEWER EASEMENT

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

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

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

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

PART II.

EASEMENT QUITCLAIM

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

Executed as of _____, 20__.

CITY AND COUNTY OF SAN FRANCISCO
a municipal corporation

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

RECOMMENDED:

LEGAL DESCRIPTION APPROVED:

By: _____
MOHAMMED NURU
Director of Public Works

By: _____
BRUCE R. STORRS
City and County Surveyor

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

[Signatures Continue on Next Page]

AGREED AND ACCEPTED
as of _____, 20__.

:

GSW ARENA LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

[Attached]

CITY STORM/SEWER EASEMENT (99-G622173)

PARCEL 1

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

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

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

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

PARCEL 2

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA BEING THE EASEMENT DESCRIBED IN "EXHIBIT A (SV-2) (EL DORADO STREET) PARCEL 2" IN THAT CERTAIN DOCUMENT ENTITLED "EASEMENT AGREEMENT (CITY STORM/SEWER EASEMENT)" RECORDED JULY 19, 1999, DOCUMENT NO. 99-G622173, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

CITY STORM/SEWER EASEMENT (99-G622173)

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

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



EXHIBIT A-1

DEPICTION

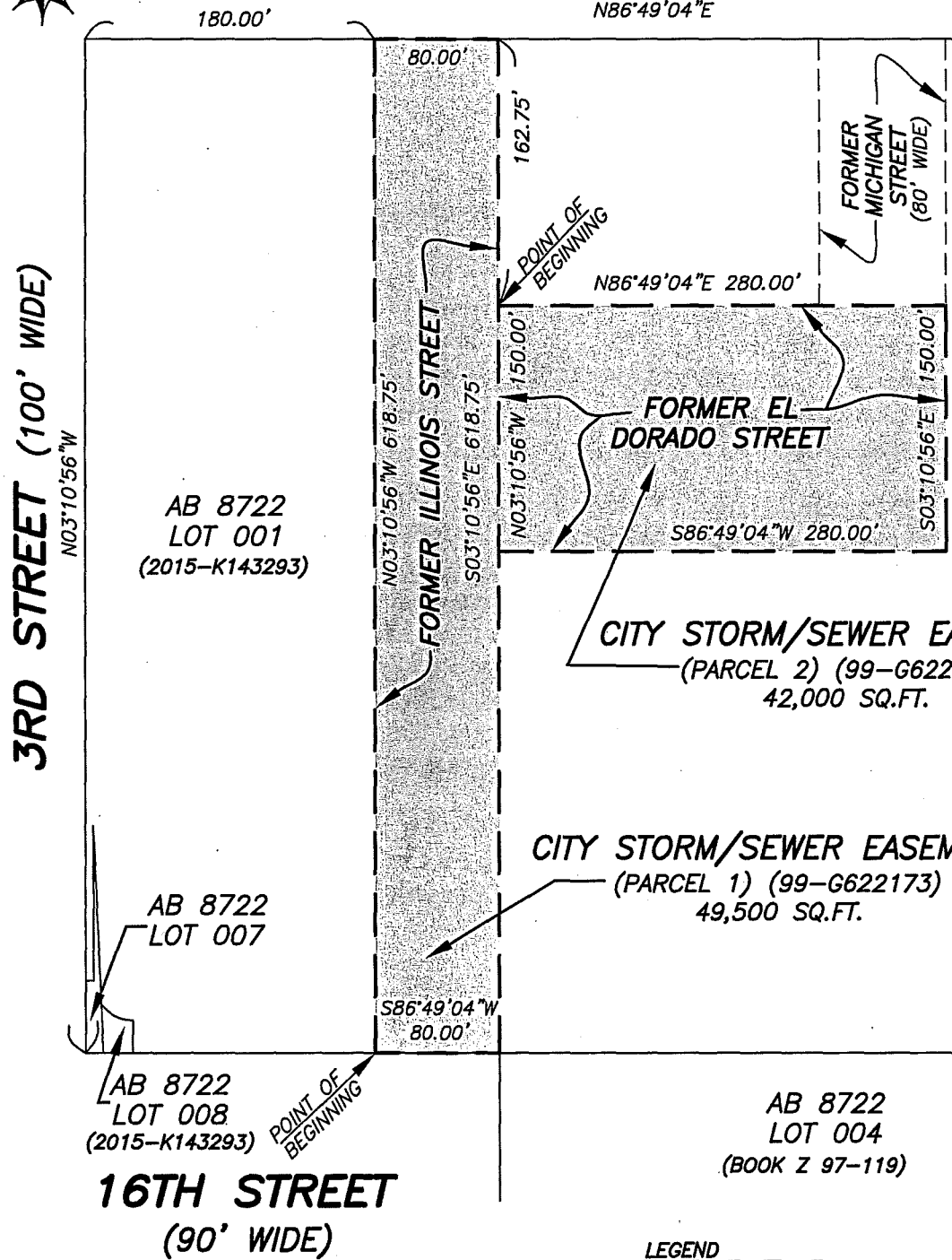
[Attached]



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

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

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



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

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

AB 8722
 LOT 001
 (2015-K143293)

AB 8722
 LOT 008
 (2015-K143293)

AB 8722
 LOT 004
 (BOOK Z 97-119)

16TH STREET
 (90' WIDE)

LEGEND
 AB 8722 LOT 001 ASSESSOR'S LOT & BLOCK

SUBJECT: PLAT TO ACCOMPANY LEGAL DESCRIPTION

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

MARTIN M. RON ASSOCIATES, INC. 12745
 LAND SURVEYORS

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

NOTE: THIS EXTENDS THE TERM OF THE AGREEMENT COVERING THE TEMPORARY MAINTENANCE AND USE OF CERTAIN INTERIM FACILITIES (TERRY FRANCOIS CONNECTOR ROAD) THAT ARE PART OF THE INTERIM PHASE 1 REQUIRED INFRASTRUCTURE UNDER THE MISSION BAY SOUTH BLOCK 8721 PHASE 1 PUBLIC IMPROVEMENT AGREEMENT.

EXTENSION AGREEMENT

(Maintenance and Temporary City Access and Use— Terry Francois Connector Road)

This Extension Agreement (Maintenance and Temporary City Access and Use — Terry Francois Connector Road) ("**Extension Agreement**") is made by and between FOCIL-MB, LLC, a Delaware limited liability company ("**FOCIL**"), and the City and County of San Francisco, a municipal corporation, acting by and through its Director of Real Estate ("**City**"), and is dated for reference purposes only as of _____, 20__ (the "**Execution Date**") with reference to the following facts:

A. FOCIL's predecessor in interest, Catellus Development Corporation, a Delaware corporation ("**Catellus**") and City have entered into that certain "Agreement (Temporary City Access and Use — Terry Francois Connector Road)," dated August 30, 2002 (the "**Agreement**"), whereby Catellus granted to City a nonexclusive temporary license for the use, maintenance and repair of an interim roadway segment referred to in the Agreement as the "Connector Road", together with the property on which the Connector Road is located, as depicted on **Exhibit A** (the "**Original Property**"), for the term specified in Section 4 of the Agreement, on the terms and conditions set forth in the Agreement. Unless otherwise defined herein, all capitalized words and terms used in this Extension Agreement shall have the meanings given to them in the Agreement.

B. The term of the Agreement has expired, however the City desires to continue the temporary use of the Connector Road and the Original Property for pedestrian and vehicular access and utility purposes.

C. That portion of the Original Property depicted on **Exhibit B** hereto (the "**FOCIL Property**") is owned in fee by FOCIL. FOCIL or its predecessor previously transferred to others that portion of the Original Property depicted on **Exhibit C** hereto (the "**GSW Property**"), and the GSW Property is presently owned in fee by GSW Arena LLC, a Delaware limited liability company ("**GSW**").

D. City has obtained authorization for a retroactive extension of the Temporary License from its Board of Supervisors, and FOCIL is willing to consent to such extension, as set forth in this Extension Agreement.

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. Extension. City and FOCIL hereby agree to the extension of the Temporary License as set forth in the Agreement, retroactively from August 1, 2003, to December 31, 2020,

(unless terminated earlier in accordance with the provisions of Section 4(b) of the Agreement, or unless extended (by not more than five (5) years) by written notice to FOCIL from City's Director of Real Estate and the Director of City's Department of Public Works, jointly, in their respective sole discretion, prior to such date, with FOCIL's consent, which shall not be unreasonably withheld), and the term of the Temporary License is so extended. City acknowledges that the Temporary License is nonexclusive and is effective only insofar as the rights of FOCIL in the Property are concerned, and City shall obtain any further permission necessary because of any other existing rights of GSW or others affecting the Property.

2. Miscellaneous.

(a) Ratification. Except as modified by this Extension Agreement, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect and are hereby ratified and confirmed.

(b) Conflicts. To the extent the terms of the Agreement and this Extension Agreement are inconsistent, the terms of this Extension Agreement shall control.

(c) Entire Agreement. This Extension Agreement contains the entire agreement of FOCIL and City with respect to the subject matter hereof. It is understood that there are no oral agreements between FOCIL and City affecting the extension of the term of the Agreement, and this Extension Agreement supersedes and cancels any and all previous negotiations, representations, agreements and understandings, if any, between FOCIL and City and their respective agents with respect to the subject matter hereof.

3. Representations and Warranties. FOCIL represents, warrants and covenants to City the following:

(a) Good Standing. FOCIL is a limited liability company validly existing and in good standing under the laws of the State of Delaware.

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

4. Exclusive Benefit of Parties. The provisions of this Extension Agreement are for the exclusive benefit of FOCIL 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 Extension Agreement shall not be deemed to have conferred any rights upon any person except FOCIL and City. .

5. Severability. If any provision of this Extension Agreement shall to any extent be invalid or unenforceable, the remainder of this Extension 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 Extension Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

(signatures on following page)

IN WITNESS WHEREOF, this Extension Agreement has been executed by the parties hereto on _____, 20__.

FOCIL-MB, LLC,
a Delaware limited liability company

By: Farallon Capital Management, LLC,
a Delaware limited liability company
Its: Managing Member

By: _____

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
JOHN UPDIKE
Director of Real Estate

RECOMMENDED:

By: _____
MOHAMMED NURU
Director of Public Works

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney

By: _____
Anita L. Wood
Deputy City Attorney

EXHIBIT A
Depiction of Original Property
(See attached)

EXHIBIT B
Depiction of FOCIL Property
(See attached)

EXHIBIT C
Depiction of GSW Property
(See attached)

NOTE: THIS AGREEMENT COVERS THE TEMPORARY USE OF CERTAIN INTERIM FACILITIES (TERRY FRANCOIS CONNECTOR ROAD) THAT ARE PART OF THE INTERIM PHASE 1 REQUIRED INFRASTRUCTURE UNDER THE MISSION BAY SOUTH BLOCK 8721 PHASE 1 PUBLIC IMPROVEMENT AGREEMENT

AGREEMENT

(Temporary City Access and Use — GSW Portion of Terry Francois Connector Road)

This Agreement (Temporary City Access and Use — GSW Portion of Terry Francois Connector Road) ("**Agreement**") is made by and between GSW Arena LLC, a Delaware limited liability company ("**GSW**"), and the City and County of San Francisco, a municipal corporation, acting by and through its Director of Property ("**City**"), and is dated for reference purposes only as of _____, 20__ (the "**Execution Date**"), with reference to the following facts:

A. FOCIL-MB, LLC, a Delaware limited liability company ("**FOCIL**"), or its predecessor Catellus Development Company, or an affiliate or successor thereto, and their respective agents, have constructed, is constructing, or has caused or is causing to be constructed certain permanent right-of-way improvements and associated improvements or facilities, including certain utility facilities described as the "Phase 1 Required Infrastructure" in the Mission Bay South Block 8721 Phase 1 Public Improvement Agreement, dated December 4, 2000 (the "**PIA**"). The Phase 1 Required Infrastructure includes certain interim facilities described in the PIA as "**Interim Phase 1 Required Improvements.**"

B. The Interim Phase 1 Required Infrastructure includes an interim roadway segment that connects the permanent portion of the new or relocated Terry Francois Boulevard being constructed under the PIA to the existing Terry Francois Boulevard (the "**Connector Road**") in an area adjacent to Block 8722-1. The improvements described in the SIP (the "**Improvements**"), are located on certain property (the "**Improvement Area**") depicted on **Exhibit A** hereto.

C. That portion of the Improvement Area depicted on **Exhibit B** hereto (the "**License Area**") is owned in fee by GSW. GSW has no contractual obligation to construct, install, maintain, repair, replace, and/or warrant any of the Improvements, wherever located.

D. The Connector Road has been determined to be either complete or substantially complete by the City's Director of the Department of Public Works ("**Director**").

E. The City desires to continue to use the Connector Road for pedestrian and vehicular access and utility purposes.

F. This Agreement addresses the temporary use of and access to the Improvements in the License Area (the "**License Area Improvements**"), to the extent (if any) GSW has an interest therein, and a temporary license for the License Area. This Agreement does not grant

any rights with respect to real property other than the License Area or with respect to improvements other than the License Area Improvements.

G. Unless otherwise defined in this Agreement, all initially capitalized terms used in this Agreement shall have the meanings given them in the Mission Bay South Redevelopment Plan, and the Plan Documents, as described therein.

H. All terms, obligations and responsibilities set forth herein shall commence as of the "**Commencement Date**" (as defined below).

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 Temporary License. Subject to the provisions of this Agreement, GSW hereby grants to City a non-exclusive temporary license for the use of the License Area Improvements, to the extent (if any) of GSW's interest therein, and for access in, on and over the License Area, for public pedestrian and vehicular access by City and its officers, employees, agents, contractors, subcontractors, and invitees, including, without limitation, the general public, for sidewalk, street and roadway purposes ("**Temporary License**") for the term specified in Section 4 below.

2. Limitation on Use. City acknowledges that the Temporary License herein granted is nonexclusive and is effective only insofar as the rights of GSW in the License Area and License Area Improvements are concerned, and City shall obtain any further permission necessary because of any other existing rights affecting the License Area or any other portion of the Improvement Area. City agrees that the use of the Temporary License granted herein shall not (a) unreasonably impede work required to be performed by a private or public utility company to repair or maintain any functioning, in-place utility facility located in, on or under the License Area or to install new utility facilities in the License Area, subject to obtaining any required permits or other authorizations, provided that GSW shall use reasonable efforts to attempt to cause the utility to perform such work in a manner that will not unreasonably interfere with City's use of the License Area Improvements, at no additional cost to GSW, or (b) unreasonably impede the use of the License Area or applicable portions thereof of the Phase 1 Required Infrastructure on, under or above the Connector Road to fulfill FOCIL's obligations in connection with the PIA, and any authorized amendments thereto, without incurring additional costs or delay, or (c) unreasonably impede the use of the Connector Road, or applicable portions thereof, by FOCIL or its invitees in a manner consistent with the Temporary License.

3. DPW Notification and Approval Requirements. The Director has the right to approve the location of any public or private improvements, facilities, or utilities to be located on, in or under the License Area. In connection with any approval provided by the Director under this Section, the Director shall make reasonable efforts, at no additional cost to City, to attempt to coordinate and consolidate any work to be performed by City or any licensee or permittee in the License Area with any work to be performed by GSW or any licensee or permittee to minimize the disruption and interference with the use of the License Area or development or existing uses of immediately adjacent properties. A request for approval under this Section ("**Utility Placement Approval Request**") shall be made to the Director in writing,

delivered by messenger or certified mail, and shall, where applicable, include the contact information for the utility company and a plat showing the proposed location for placement of the utility lines on, in or under the License Area or adjoining properties. The Director shall have ten (10) days from the date of delivery of the Utility Placement Approval Request to approve or disapprove such request. The Utility Placement Approval Request shall be deemed approved if the Director or the Director's designee does not make a response within the ten (10) day approval period. All Utility Placement Approval Requests made to the Director or the Director's designee shall display prominently on the envelope enclosing such request and the first page of such request, substantially the following words: **"UTILITY PLACEMENT APPROVAL REQUEST FOR MISSION BAY. IMMEDIATE ATTENTION REQUIRED; FAILURE TO RESPOND COULD RESULT IN THE REQUEST BEING DEEMED APPROVED."**

The parties acknowledge that, in addition, any private or public utility provider subject to the approval requirements of this Section may also be subject to additional requirements imposed by City, including that such utility provider relocate its utility facilities at its sole cost and expense as may be reasonably required by City in the exercise of City's rights under this Agreement, City ordinances or other applicable law.

4. Term of License; Satisfaction of Condition Precedent. The term of the Temporary License shall commence as of October 9, 2015, and shall continue until the earlier of (i) December 31, 2020 (unless such time is extended prior to such date, by not more than five (5) years, by written notice to GSW from City's Director of Real Estate and the Director of City's Department of Public Works, acting jointly, in their respective sole discretion, with GSW's consent, which shall not be unreasonably withheld), or (ii) City's acceptance (by action of the Board of Supervisors) of the dedication of a public street that provides substantially equivalent or greater access, including, without limitation, completion of the relocated Terry Francois Boulevard, or portion thereof, (iii) a determination by the Director that both (A) such access is no longer required, and (B) either (a) reasonable alternative access has been provided to areas served by the License Area, and (b) the areas serviced by the License Area no longer require access, or (iv) FOCIL provides alternative access and grants to City and City accepts an immediate temporary substitute easement, license, permit or other instrument that will, in the reasonable judgment of the Director, so acknowledged in writing, satisfy the structural requirements of a dedicated public street, and/or which provide direct alternative means of access. The alternative access provided by any of the foregoing alternatives must, in the reasonable judgment of the Director, be substantially equivalent in all respects (including, without limitation, the ease and ability to travel across any substitute area or facility) (either alone or in conjunction with other access) to the License Area or portion thereof which is being terminated, removed or replaced. Since the parties recognize that a temporary substitute facility granted under alternative (iv) above will by its nature be temporary, City agrees that the facilities provided thereby may be less extensive or different standard than those required by alternative (i) or (ii) above so long as such facilities (either alone or in conjunction with other facilities) provide access substantially equal (as described in the foregoing sentence) to the access given by the License Area. Notwithstanding the foregoing, City may terminate the Temporary License at any time as to all or any portion of the License Area Improvements or the License Area by written notice to GSW.

5. Condition of the License Area.

(a) As-Is. GSW makes no representations or warranties whatsoever under this Agreement with respect to the current physical condition of the License Area or the License Area Improvements and GSW shall have no responsibility under this Agreement with respect thereto (except as otherwise specifically set forth herein), and the use of the Temporary License granted herein shall be with the License Area and the License Area Improvements in their "as is" physical condition, except as otherwise specifically provided herein. City hereby waives any and all claims against GSW arising from, out of or in connection with the suitability of the physical conditions of the License Area or the License Area Improvements for the uses permitted under Section 1 above. However, except as provided in Section 2, GSW shall not take any action that would unreasonably impair the ability of City to use the Temporary License herein granted without City's consent. Nothing herein shall be construed in any way to alter, amend, or otherwise relieve FOCIL or City of any of their respective responsibilities with regard to the physical condition of the License Area or the License Area Improvements (including without limitation, responsibilities with regard to environmental investigation and remediation) set forth in any document, instrument or agreement by and between FOCIL and City (including, without limitation, the PIA and the Mission Bay South Redevelopment Plan and Plan Documents).

(b) Maintenance and Surrender. Except as specifically herein provided, GSW and City shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description to the License Area Improvements. City shall surrender use and possession of the License Area Improvements and the License Area, or applicable portion thereof, free and clear of any liens or encumbrances relating to or arising in connection with the use of the License Area Improvements by reason of the Temporary License. City, and its agents, contractors, licensees and invitees shall at all times keep the License Area Improvements and the License Area free and clear of liens, claims, security interests or encumbrances in their favor or in favor of any contractor, subcontractor, material supplier or other person or entity making a claim by reason of having provided labor, materials and equipment relating to the use of the License Area Improvements by City.

(c) Warranty. Nothing in this Agreement, including, without limitation, Sections 5(a) and 5(b) above, shall be construed in any way to alter, amend or otherwise relieve FOCIL of its warranty responsibilities under the PIA with respect to the Improvements (including, without limitation, the License Area Improvements).

6. Indemnification.

(a) Indemnity. City shall indemnify, defend and hold GSW and its officers, directors, shareholders, members, employees, agents, successors and assigns (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 to or 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 City's (or City's officers, employees, agents, contractors, licensees, or

invitees, including, without limitation, the general public) use or occupancy of any of the License Area Improvements or the License Area under the authority of the Temporary License, except to the extent that such Indemnified Claims are caused by the negligence or intentional wrongful acts or omissions of any Indemnified Party, and (ii) the use, generation, processing, production, packaging, treatment, storage, emission, discharge or disposal of "**Hazardous Materials**" (as that term is defined herein below) on or about the License Area Improvements or the License Area by City (or City's officers, employees, agents, contractors, licensees, or invitees, including, without limitation, the general public) in connection with the exercise of City's rights under the Temporary License, except that City will not indemnify any specific Indemnified Party to the extent that such Indemnified Claims are caused by the negligence or intentional wrongful acts or omissions of that Indemnified Party with respect to the generation, processing, production, packaging, treatment, storage, emission, discharge or disposal of Hazardous Materials. For purposes of this Section 6, 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. GSW agrees to give prompt notice to City with respect to any Indemnified Claims initiated or threatened against any Indemnified Party, at the address for notices to City 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 GSW has reason to believe is likely to give rise to an Indemnified Claim hereunder. If notice is not given to City within the time frames required in this Section, then City's liability hereunder shall terminate as to the matter for which such notice is not given, provided that failure to notify City shall not affect the rights of GSW or the obligations of City hereunder unless City is prejudiced by such failure, and then only to the extent of such prejudice. City shall, at its option but subject to the reasonable consent and approval of GSW, be entitled to control the defense, compromise or settlement of any such matter through counsel of City's own choice; provided, however, that in all cases GSW shall be entitled to participate in such defense, compromise, or settlement at its own expense.

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 and expert 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 7 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, GSW's In-House Counsel. For purposes of this Agreement, reasonable fees of attorneys of City's Office of City Attorney and any in-house counsel of GSW 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 or GSW'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 GSW's in-house counsel, as employed by the outside counsel for GSW.

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

9. Covenant and Environmental Restriction on License Area. The land described herein may contain hazardous materials in soils and in the ground water under the property, and is subject to a deed restriction (Covenant and Environmental Restriction on Property) dated as of February 23, 2000, and recorded on March 21, 2000, in the Official Records of San Francisco County, California, as Document No. 2000-G748552 (the "**Covenant and Restriction**"), which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. The foregoing statement is required by the Covenant and Restriction and is not a declaration that a hazard exists. This Agreement and the Temporary License contained herein shall be subject to, and in the use and enjoyment of the License Area Improvements and the License Area under this Agreement City shall at all times comply with, all of the terms, covenants and conditions set forth in and/or imposed as a result of the Covenant and Restriction. Further, the Covenant and Restriction references and requires compliance with the provisions of the Risk Management Plan, Mission Bay Area, San Francisco, California, dated May 11, 1999 (the "**RMP**"). Accordingly, City hereby acknowledges that it has a copy of the RMP, and hereby covenants that (i) City will comply with the RMP (to the extent the RMP applies to City's activities in the License Area); (ii) City will obligate other entities with which it contracts for construction, property maintenance or other activities in the License Area which may disturb soil or groundwater to comply with the applicable provisions of the RMP; and (iii) City (and the entities with which it so contracts) will refrain from interfering with GSW's compliance with the RMP in the License Area.

10. Amendment. This Agreement may be amended or otherwise modified only in writing signed and acknowledged by GSW and City, or the successors and assigns of each, subject to the provisions of Section 16 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.

GSW: GSW Arena LLC
c/o Golden State Warriors
1101 Broadway
Oakland, CA 94607
Attn: David Kelly

With a copy to: Valerie Christensen
Gibson, Dunn & Crutcher LLP
555 Mission Street
San Francisco, CA 94105-0921

City: Director of Public Works
City and County of San Francisco
c/o Grace Kwak, Project Manager
Mission Bay Project
30 Van Ness Avenue, Suite 4200
San Francisco, CA 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: Real Estate/Finance Team

And to: John Updike, Director of Real Estate
Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

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.

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). Without limiting the foregoing, the Temporary License created by this Agreement shall be binding on any future owners and encumbrancers of the License Area or any part thereof and their successors and assigns.

16. Representations and Warranties. GSW represents, warrants and covenants to City the following:

(a) Good Standing: GSW is a limited liability company validly existing and in good standing under the laws of the State of Delaware.

(b) Authority. GSW 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 GSW and no other action on the part of GSW 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 GSW 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 GSW and City. Nothing herein shall be deemed a dedication of any portion of the License Area Improvements or the License Area to or for the benefit of the general public. The license herein granted is in gross and for the personal benefit solely of City.

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 provision 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, constitutes 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 Temporary License that is the subject matter of this Agreement. This Agreement shall control in the event of any inconsistency between this Agreement and any other agreement in connection with performance of the Temporary License and the rights and obligations of the parties with respect thereto.

20. Compliance With Laws/Agreements. City, and City's agents, contractors, licensees or invitees, at its and their 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 License Area Improvements, now in force or hereafter adopted, with respect to the use by City of the License Area Improvements under the authority of the Temporary License herein granted. Nothing herein shall be construed in any way to alter, amend, or otherwise relieve FOCIL or City of any of their respective responsibilities with regard to completion and acceptance and acquisition of the License Area Improvements set forth in any

other document, instrument or agreement by and between FOCIL and City (including, without limitation, the Mission Bay South Interagency Cooperation Agreement).

21. Default. City's, and City's agents, contractors, licensees or invitees, failure to perform any covenant or obligation of City hereunder and to cure such non-performance within thirty (30) days of written notice by GSW 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 City commences such cure within such period and diligently prosecutes such cure to completion. Upon such default GSW 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 easements herein granted.

22. Insurance: Waiver of Subrogation.

(a) Self-Insurance. It is acknowledged by the parties hereto that this Agreement does not require City to carry liability insurance with respect to its use of the License Area Improvements or the License Area herein granted solely because it is the policy of City to self-insure as to the matters covered by such insurance. City hereby agrees that if to any extent said policy changes so that City does use liability insurance, it will reasonably negotiate with GSW to provide liability insurance coverage for the use of said License Area 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 City's policy of self-insurance changes and City is procuring liability insurance covering its use of the Temporary License granted herein. If City 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 Section 23(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 subrogation in any such insurance carrier.

23. 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.

24. 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. GSW acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

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

26. No Easement By Implication; Prevention of Prescriptive Rights. Neither the execution and delivery of this Agreement nor the granting of the Temporary License shall be deemed to grant or establish any easement by implication or prescription. GSW reserves the right to record, post and publish any of the notices 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 GSW and City hereunder and, where appropriate, any such notice shall include a recognition of the provisions of this Agreement.

(signatures on following page)

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

GSW ARENA LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Print Title: _____

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
JOHN UPDIKE
Director of Real Estate

RECOMMENDED:

By: _____
MOHAMMED NURU
Director of Public Works

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney

By: _____
Anita L. Wood
Deputy City Attorney

EXHIBIT A
Depiction of Improvement Area
(See attached)

EXHIBIT B
Depiction of License Area
(See attached)

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

NOTICE OF PUBLIC HEARING

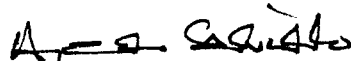
BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO BUDGET AND FINANCE COMMITTEE

NOTICE IS HEREBY GIVEN THAT Budget and Finance Committee will hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard:

- Date:** Monday, November 9, 2015
- Time:** 12:00 p.m.
- Location:** Committee Room 263, located at City Hall
1 Dr. Carlton B. Goodlett Place, San Francisco, CA
- Subject:** **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, and the General Plan, and eight priority policies of Planning Code, Section 101.1, for the actions contemplated in this Ordinance.

In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on this matter may submit written comments to the City prior to the time the hearing begins. These comments will be made as part of the official public record in this matter, and shall be brought to the attention of the members of the Committee. Written comments should be addressed to Angela Calvillo, Clerk of the

Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102.
Information relating to this matter is available in the Office of the Clerk of the Board.
Agenda information relating to this matter will be available for public review on Friday,
November 6, 2015.


Angela Calvillo
Clerk of the Board


DATED: October 27, 2015
POSTED/PUBLISHED: October 25 & November 1, 2015



NOTIFICACIÓN DE AUDIENCIA PÚBLICA

JUNATA DE SUPERVISORES DE LA CIUDAD Y CONDADO DE SAN FRANCISCO COMITÉ DE PRESUPUESTO Y FINANZAS

- Fecha:** Lunes, 9 de NOVIEMBRE de 2015
- Hora:** 12:00 p.m.
- Lugar:** Salón de Comité 263, Alcaldía
1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102
- Asunto:** Expediente Núm. 150997. Ordenanza para ordenar el vaciamiento rápido de cuatro servidumbres de aguas con el propósito de servir como alcantarillado de aguas residuales, y de aguas pluviales y dos ofertas de derecho a servidumbre dentro de las porciones de la Cuadra Núm. 8722 del Tasador, Lotes Núms. 1 y 8, dentro del Área del Plan de Reurbanización del Sur de Mission Bay para el Centro de Eventos de Golden State Warriors y el Edificio de Uso Mixto en las Cuadras 29-32 del Sur de Mission Bay; autorizar el vencimiento y una renuncia al derecho al alcantarillado y a la servidumbre de aguas y otros derechos e intereses en las áreas desocupadas de la Ciudad y el Condado de San Francisco; autorizar al Gerente General de la Comisión de Utilidades Públicas [o al Director de la División de Bienes Raíces] para otorgar las escrituras de derecho de renuncia a las áreas desocupadas; adoptar las conclusiones de conformidad con la Ley de Calidad Medioambiental de California; y realizar conclusiones coherentes con el Plan de Reurbanización del Sur de Mission Bay, el Plan General, y las ocho políticas prioritarias de la Sección 101.1 del Código de Planificación, para las acciones previstas en la presente Ordenanza.


Angela Calvillo
Secretaria de la Junta

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
TTD/TTY No. 5545227

公聽會通知

三藩市市及縣市參事委員會
預算及財政委員會

- 日期: 2015年11月9日星期一
- 時間: 下午12時
- 地點: 委員會會議室263, 市政廳
1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102
- 議題: 檔案號碼150997。條例頒令四項有關水管線路、生活污水渠和/或風暴雨水效用的地役權撮要閒置, 並於評估街區號碼8722, 地段號碼1和8的地段內, 即金州勇士活動中心(Golden State Warriors Event Center)與綜合性使用發展米慎灣南街區29至32號的米慎灣南部再開發計劃區內提供兩個落成典禮; 授權終止及放棄污水渠和水管線路地役權與其它三藩市市及縣閒置區內的權益; 授權公用事業委員會總經理[或房地產部主任]執行閒置地役權及閒置區的產權轉讓契約; 依據「加州環境質量法」(California Environmental Quality Act)通過裁斷; 並作出與米慎灣南部再開發計劃、總體計劃, 及規劃法規第101.1條的八項優先政策相一致的裁斷, 有關行動應考慮在此條例之內。


Angela Calvillo
市參事委員會書記

日期: October 27, 2015
張貼/公佈: October 25 & November 1, 2015

CALIFORNIA NEWSPAPER SERVICE BUREAU

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Alisa Somera
CCSF BD OF SUPERVISORS (OFFICIAL NOTICES)
1 DR CARLTON B GOODLETT PL #244
SAN FRANCISCO, CA 94102

EXM 2809513

COPY OF NOTICE

Notice Type: GPN GOVT PUBLIC NOTICE
Ad Description AS - 11.9.15 Budget Hearing - 150997 Warrriors

To the right is a copy of the notice you sent to us for publication in the SAN FRANCISCO EXAMINER. Thank you for using our newspaper. Please read this notice carefully and call us with ny corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

10/25/2015 , 11/01/2015

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	\$682.50
NetTotal	\$614.25

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BUSINESS JOURNAL, RIVERSIDE	(951) 784-0111
DAILY COMMERCE, LOS ANGELES	(213) 229-5300
LOS ANGELES DAILY JOURNAL, LOS ANGELES	(213) 229-5300
ORANGE COUNTY REPORTER, SANTA ANA	(714) 543-2027
SAN FRANCISCO DAILY JOURNAL, SAN FRANCISCO	(800) 640-4829
SAN JOSE POST-RECORD, SAN JOSE	(408) 287-4866
THE DAILY RECORDER, SACRAMENTO	(916) 444-2355
THE DAILY TRANSCRIPT, SAN DIEGO	(619) 232-3486
THE INTER-CITY EXPRESS, OAKLAND	(510) 272-4747

NOTICE OF
PUBLIC HEARING BOARD
OF SUPERVISORS OF THE
CITY AND COUNTY OF
SAN FRANCISCO BUDGET
AND FINANCE COMMIT-
TEE NOVEMBER 9, 2015 -
12:00 P.M. COMMITTEE
ROOM 263, CITY HALL 1
DR. CARLTON B. GOOD-
LETT PLACE, SAN
FRANCISCO, CA

NOTICE IS HEREBY GIVEN THAT Budget and Finance Committee will hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard: 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. In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on this matter may submit written comments to the City prior to the time the hearing begins. These comments will be made as part of the official public record in this matter, and shall be brought to the attention of the members of the Committee. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San

Francisco, CA 94102. Information relating to this matter is available in the Office of the Clerk of the Board. Agenda information relating to this matter will be available for public review on Friday, November 6, 2015. - Angela Calvillo, Clerk of the Board



* A 0 0 0 0 0 3 9 1 1 8 9 7 * 12769

Somera, Alisa (BOS)

From: glenda_sobrique@dailyjournal.com
Sent: Friday, October 23, 2015 10:40 AM
To: Somera, Alisa (BOS)
Subject: Confirmation of Order 2809513 for AS - 11.9.15 Budget Hearing - 150997 Warrriors Project

Dear Customer:

The order listed below has been received and processed. If you have any questions regarding this order, please contact your ad coordinator or the phone number listed below.

Customer Account Number: 120503
Type of Notice : GPN - GOVT PUBLIC NOTICE
Ad Description : AS - 11.9.15 Budget Hearing - 150997 Warrriors Project
Our Order Number : 2809513
Newspaper : SAN FRANCISCO EXAMINER 10%
Publication Date(s) : 10/25/2015,11/01/2015

Thank you.

GLENDASOBRIQUE
DAILY JOURNAL CORPORATION
CALIFORNIA NEWSPAPER SERVICE BUREAU
Phone: (800) 788 7840 / (213)229-5300
Fax: (800) 540 4089 / (213)229-5481



New Order



Home

New Order

Your Order is sent.

Copy Order

Order Lookup

Customer Information

Order Tracking

- Open [1]
- Ready [0]
- Sent [1]

Customer Name	S.F. BD OF SUPERVISORS (NON-CONSECUTIVE)	Master Id	52704
Address	1 DR CARLTON B GOODLETT PL #244	Phone	4155547704
City	SAN FRANCISCO	Fax	4155547714
State - Zip	CA - 94102		

Newspapers

Ad Placement Information: Section of Newspaper and Type of Notice

Accounting

Legal GOVERNMENT - GOVT PUBLIC NOTICE

Reports

Order Information

Reset Password

Attention Name	Alisa Somera	Billing Reference No.	95441
Ad Description	AS - 11.9.15 Budget Hearing - 150997 Warrriors Project	Sale/Hrg/Bid Date	

95441
Save

Help

Special Instructions

Orders Created

Order No.	Newspaper Name	Publishing Dates	Ad	Price Description	Price	Ad Status
2809513	SAN FRANCISCO EXAMINER 10%, CA Billed To: CCSF BD OF SUPERVISORS (OFFICIAL NOTICES) Created For: CCSF BD OF SUPERVISORS (OFFICIAL NOTICES)	10/25/2015, 11/01/2015	Depth : 7.69" Lines : 94	\$3.75 * 94 lines * 2 Inserts * 1 Cols [\$705.00] 10% set aside [\$-70.50]	\$634.50	Sent

Order No.	Newspaper	View
2809513	SAN FRANCISCO EXAMINER 10%	View Ad In PDF

NOTICE OF PUBLIC HEARING
BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO
BUDGET AND FINANCE COMMITTEE
NOVEMBER 9, 2015 - 12:00 P.M.
COMMITTEE ROOM 263, CITY HALL
1 DR. CARLTON B. GOODLETT PLACE, SAN FRANCISCO, CA
 NOTICE IS HEREBY GIVEN THAT Budget and Finance Committee will hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard: **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. In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on this matter may submit written comments to the City prior to the time the hearing begins. These comments will be made as part of the official public record in this matter, and shall be brought to the attention of the members of the Committee. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102. Information relating to this matter is available in the Office of the Clerk of the Board. Agenda information relating to this matter will be available for public review on Friday, November 6, 2015. - Angela Calvillo, Clerk of the Board

RECEIVED
BOARD of SUPERVISORS
SAN FRANCISCO
OCT 26 PM 2:05
ZB



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. 544-5227

PROOF OF POSTING

Legislative File No. 150997 (Warriors Project, Summary Street Vacation)

Description of Items:

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.

I, Natalia C Villegas, an employee of the City and County of San Francisco, posted the above described document(s) in at least three (3) public places along the street(s) to be affected at least ten (10) days in advance of the hearing (pursuant to CA Streets and Highways Code, Section 970.5):

Date: Monday, October 26, 2015

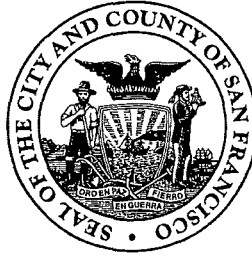
Time: 11:40 A.M.

Location: THIRD STREET, SOUTH STREET AND TERRY FRANCOIS BLVD.

Signature: *Natalia C Villegas*

Instructions: Upon completion, original must be filed in the above referenced file.

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.

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 *ML*
RE: Golden State Warriors Events Center at Mission Bay – Street and Easement Vacations
DATE: October 6, 2015

Attached for introduction to the Board of Supervisors is an ordinance ordering the summary vacation of a 25-foot wide sewer and water line easement and two (2) offers of dedication within portions of Assessor's Block 8722, Lots 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 quitclaim of the sewer and waterline easement and other City and County of San Francisco's rights and interest in the vacated areas; authorizing the Director of the Real Estate Division to execute the quitclaim deeds of the vacation area; adopting findings pursuant to the California Environmental Quality Act; and making findings of consistency with the Mission Bay South Redevelopment Plan and the General Plan and eight priority policies of Planning Code, Section 101.1 for the actions contemplated in this ordinance.

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
BOARD OF SUPERVISORS
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OCT-5 PM 4:02
AK



SAN FRANCISCO PLANNING DEPARTMENT

General Plan Referral

Date: November 4, 2015
Case No. Case No. 2015-011464GPR


Mission Bay Blocks 29-32

Block/Lot No.: 8722/001 and 8722/008
Project Sponsor: David Kelly
GSW Arena LLC
1011 Broadway
Oakland, CA 94607
(510) 986-2288, dkelly@warriors.com

Applicant: Same as Above

Staff Contact: Robin Abad – (415) 575-9123
Robin.Abad@sfgov.org

Recommendation: Finding the project, on balance, is in conformity with the General Plan

Recommended By:  11-6-15
John Rahaim, Director of Planning

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

PROJECT DESCRIPTION

GSW Arena LLC ("GSW"), 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, Third Street on the west, 16th Street on the south, and by the future planned realigned Terry A. Francois Boulevard on the east.

Project scope and description for this General Plan Referral related to various Project approvals is defined as: a) tentative subdivision map approval, b) the vacation of 4 public utility easements, c) the vacation of 2 irrevocable offers of dedication for street and roadway purposes and d) the acceptance of public sidewalk easement and the acceptance of required but not yet built public improvements in the public right-of-way (collectively the "GPR Actions").

ENVIRONMENTAL REVIEW

On November 5, 2015, by Action NoM-19502, Case No. 2014-002701OFA the Planning Commission in accordance with the California Environmental Quality Act, California Public Resources Code Sections 21000 et seq., ("CEQA") and the CEQA Guidelines, California Code of Regulations, Sections 15000 et seq., and acting in its capacity as a responsible agency under Public Resources Code Section 21069, adopted findings required under CEQA ("CEQA Findings"), including a mitigation monitoring and reporting program and a Statement of Overriding Considerations, **in support of its design approval of the Golden State Warriors Event Center & Mixed Use Development**. In adopting those CEQA Findings, the Planning Commission found its approval action to be an implementation action pursuant and within the scope of the project analyzed in the Event Center Project Final Subsequent Environmental Impact Report ("FSEIR"), certified by the Commission on Community Investment and Infrastructure, as the lead agency under CEQA, Public Resources Code Section 21067, on November 3, 2015 by Resolution 69-215. Planning staff has reviewed and considered the FSEIR and CEQA Findings adopted by the Planning Commission by Action No. M-19502, Case No. 2014-002701OFA and hereby incorporates those CEQA Findings by reference into this **general plan referral determination of conformity**. The Planning Commission files, including the CEQA Findings, the Motion, the FSEIR and related materials are on file with the Secretary of the Planning Commission.

GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION

The GPR Actions are comprised of: tentative subdivision map approval, the vacation of 4 public utility easements, the vacation of 2 irrevocable offers of dedication for street and roadway purposes and the acceptance of public sidewalk easement and the acceptance of required but not yet built public improvements in the public right-of-way. Proposed improvements related to the Project include open spaces, pedestrian staging areas and circulation, a streetscape and plaza section at 3rd Street, streetscape improvements, street and roadway improvements, and sidewalk paving and furnishings. The GPR Actions are consistent with the Eight Priority Policies of Planning Code Section 101.1 as described in the body of this letter and is, on balance, **in-conformity** with the following Objectives and Policies of the General Plan among other General Plan Objectives and Policies:

COMMERCE AND INDUSTRY ELEMENT**POLICY 1.3**

Locate commercial and industrial activities according to a generalized commercial and industrial land use plan.

Comment on the Commerce and Industry Element: The GPR Actions would accommodate a proposed land use in a location consistent with the City's General Plan and "Commercial Industrial" zoning in the Mission Bay South Redevelopment Plan.

RECREATION AND OPEN SPACE ELEMENT

OBJECTIVE 1

Ensure a well-maintained, highly utilized, and integrated open space system.

OBJECTIVE 2

Increase recreation and open space to meet the long-term needs of the City and bay region.

POLICY 2.4

Support the development of signature public open spaces along the shoreline.

POLICY 2.6

Support the development of civic serving open spaces.

OBJECTIVE 3.

Improve access and connectivity to open space.

Comment on the Recreation and Open Space Element: The GPR Actions would result in new open spaces, pedestrian staging areas and circulation, a streetscape and plaza section at 3rd Street, streetscape improvements, and sidewalk paving and furnishings. These new facilities will integrate with, and connect to, the open space network of the surrounding Mission Bay and Central Waterfront areas; including parks along the bay shoreline.

URBAN DESIGN ELEMENT

OBJECTIVE 1

Emphasis of the characteristic pattern which gives to the City and its neighborhoods an image, a sense of purpose, and a means of orientation.

POLICY 1.2

Recognize, protect and reinforce the existing street pattern, especially as it is related to topography.

POLICY 1.4

Protect and promote large-scale landscaping and open space that define districts and topography.

POLICY 2.9

Review proposals for the giving up of street areas in terms of all the public values that streets afford.

Comment on the Urban Design Element: The GPR Actions would result in a site plan that integrates logically with the surrounding street grid and network of open spaces. Sightlines and paths of circulation through and around the proposed subdivision map are aligned with surrounding streets, providing clear, legible and direct access to future waterfront open spaces. The proposal includes new open spaces, sidewalks, and sidewalk furnishings which enhance the District's open space network.

ENVIRONMENTAL PROTECTION ELEMENT

OBJECTIVE 4

Assure that the ambient air of san Francisco and the bay region is clean, provides maximum visibility, and meets air quality standards.

POLICY 4.1

Support and comply with objectives, policies, and air quality standards of the Bay Area Air Quality Management District.

POLICY 4.2

Encourage the development and use of urban mass transportation systems in accordance with the objectives and policies of the Transportation Element.

POLICY 4.3

Encourage greater use of mass transit in the downtown area and restrict the use of motor vehicles where such use would impair air quality.

Comment on the Environmental Protection Element: On April 30, 2015, Governor Jerry Brown certified the Event Center Project as an "environmental leadership development project" under the Jobs and Economic Improvement Through Environmental Leadership Act of 2011. Cal. Public Resources Code §§ 21178 et seq. as a result of the Project design and Project Sponsor actions that would support environmental protection goals. The Project was thoroughly analyzed in the FSEIR, and the Commission on Community Investment and Infrastructure, in order to minimize Project impacts on the environment, adopted mitigation measures as part of its CEQA Findings, including measures on air quality and transportation, and imposed these measures on the Project as conditions of approval. The Project includes a comprehensive set of design features, actions, mitigation measures, and improvement measures, such as the MTA Special Event Transit Service Plan and the Project's Transportation Management Plan, among other actions, that will minimize reliance on private vehicular access the Event Center and encourage alternate modes of transportation, such as mass transit and bicycle access.

PROPOSITION M FINDINGS – PLANNING CODE SECTION 101.1

Planning Code Section 101.1 establishes Eight Priority Policies and requires review of discretionary approvals and permits for consistency with said policies. The Project, including the GPR Actions, is found to be consistent with the Eight Priority Policies as set forth in Planning Code Section 101.1 for the following reasons:

Eight Priority Policies Findings

The subject project is found to be consistent with the Eight Priority Policies of Planning Code Section 101.1 in that:

The proposed project is found to be consistent with the eight priority policies of Planning Code Section 101.1 in that:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced.

The GPR Actions would have no adverse effect on neighborhood serving retail uses or opportunities for employment in or ownership of such businesses, as there are currently no neighborhood-serving retail uses on the project site nor in the immediate vicinity.

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhood.

The GPR Actions would have no adverse effect on the City's housing stock nor on neighborhood character. The existing housing and neighborhood character will be not be negatively affected.

3. That the City's supply of affordable housing be preserved and enhanced.

The GPR Actions would have no adverse effect on the City's supply of affordable housing.

4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking.

The GPR Actions would not result in commuter traffic impeding MUNI's transit service given the additional transit services and other transportation programs included in Project, overburdening the streets or altering current neighborhood parking.

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for residential employment and ownership in these sectors be enhanced.

The GPR Actions would not affect the existing economic base in this area. As the project site is currently a vacant lot, the proposed vacation of easements will not displace any industrial or service sectors.

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

The GPR Actions would not adversely affect achieving the greatest possible preparedness against injury and loss of life in an earthquake. Furthermore, the San Francisco Building Code requires all new development in the Mission Bay plan area be preceded by special site-specific investigations and modeling, which must be incorporated into the plans and specifications for any building to ensure an appropriate engineering design to ameliorate the identified seismic hazards.

7. That landmarks and historic buildings be preserved.

This site is currently a vacant lot with no landmarked buildings or buildings of historic significance.

8. That our parks and open space and their access to sunlight and vistas be protected from development.

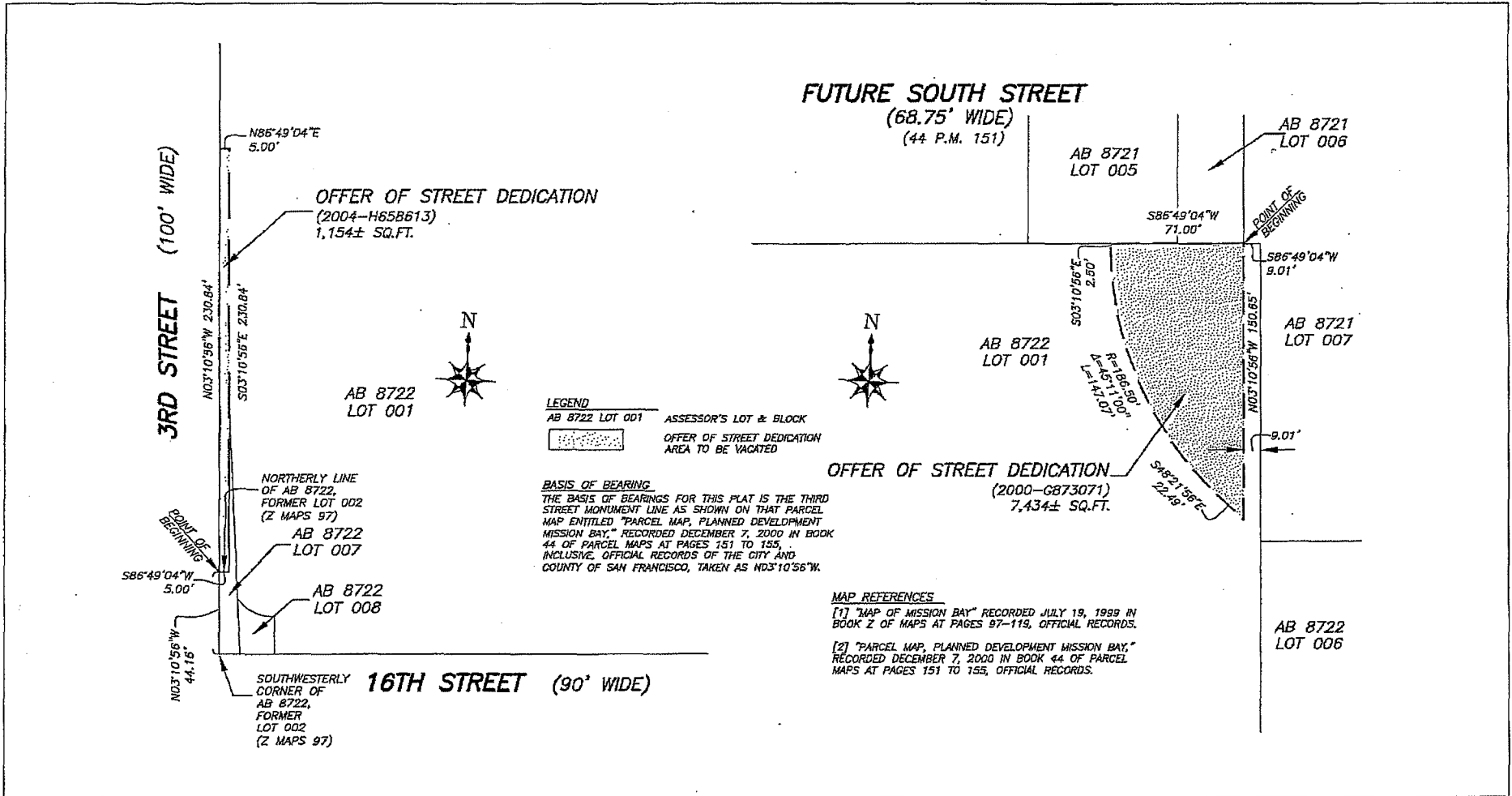
The GPR Actions and the Project's creation of open spaces and new streets, sidewalks, and sidewalk furnishings would have no adverse effect on parks and open space or their access to sunlight and vista. The shadow impacts of the Project have been fully evaluated in the Draft SEIR, which found that the event center and mixed-use development satisfies the requirements of the Mission Bay South Design for Development criterion for sunlight access to open space.

RECOMMENDATION: Finding the Project, on balance, in-conformity with the General Plan

Attachments:

- SUR Street Dedications (Site Plan) submitted by San Francisco Public works, received by the Planning Department on August 25 2015.
- SUR Utility Easements (Site Plan) submitted by San Francisco Public works, received by the Planning Department on August 25 2015.

cc: David Winslow, Urban Design, San Francisco Planning Department
Barbara Moy, Bureau of Street Use and Mapping, San Francisco Public Works

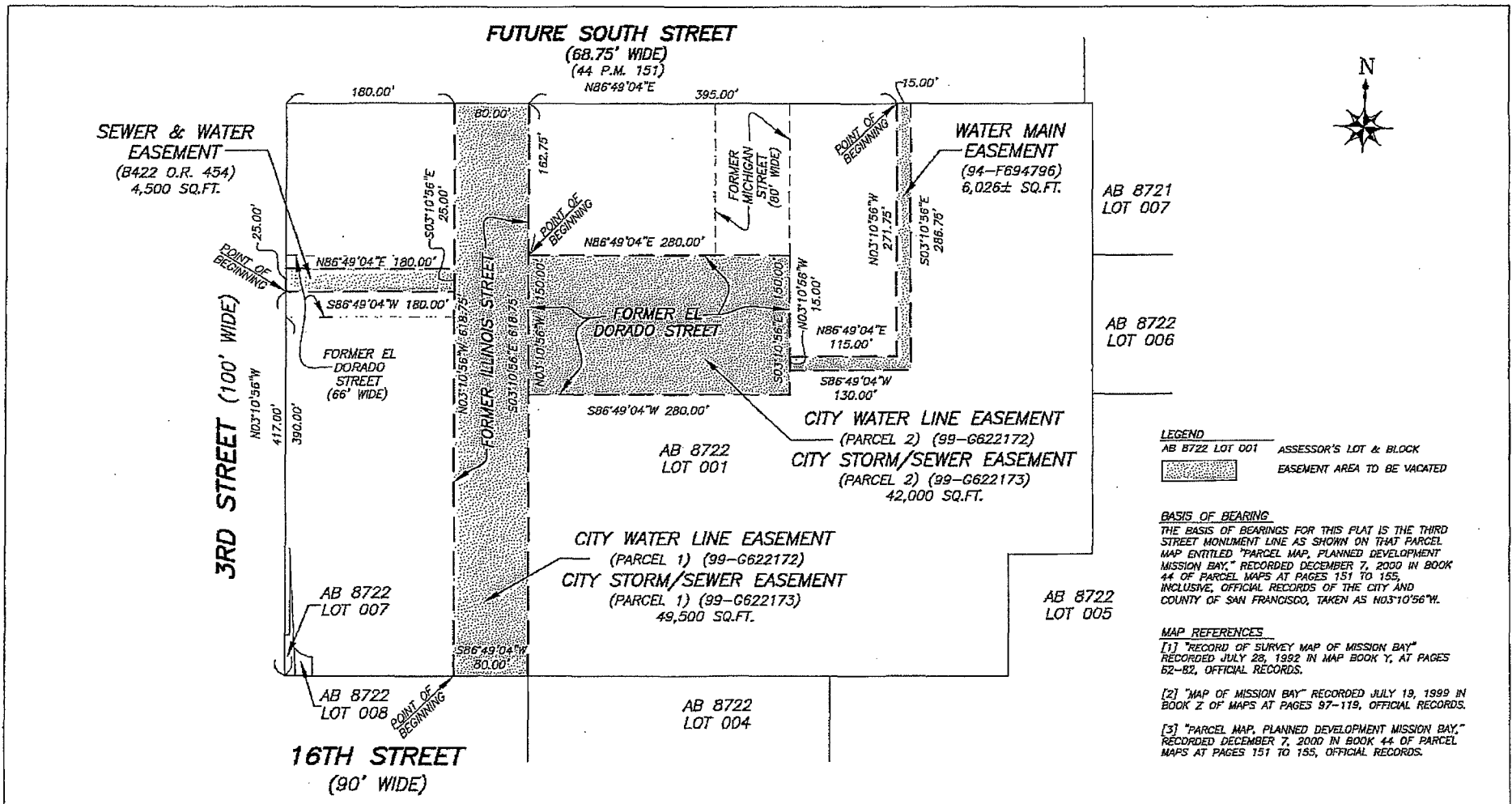


LEGEND
 AB 8722 LOT 001 ASSESSOR'S LOT & BLOCK
 OFFER OF STREET DEDICATION AREA TO BE VACATED

BASIS OF BEARING
 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] "MAP OF MISSION BAY" RECORDED JULY 19, 1999 IN BOOK 2 OF MAPS AT PAGES 97-119, OFFICIAL RECORDS.
 [2] "PARCEL MAP, PLANNED DEVELOPMENT MISSION BAY," RECORDED DECEMBER 7, 2000 IN BOOK 44 OF PARCEL MAPS AT PAGES 151 TO 155, OFFICIAL RECORDS.

REFERENCES:	APPROVED:	BY	DATE	CITY AND COUNTY OF SAN FRANCISCO			
	BRUCE R. STORRS CITY & COUNTY SURVEYOR	DRW		DEPARTMENT OF PUBLIC WORKS			
		DATE	CK		VACATION OF OFFER OF STREET DEDICATIONS WITHIN ASSESSOR'S BLOCK 8722		
		APP		FILE:	SHEET 1 OF 1	SCALE: 1:50	CHANGE
				SUR: 2015-XXX			



LEGEND
 AB 8722 LOT 001 ASSESSOR'S LOT & BLOCK
 [Hatched Area] EASEMENT AREA TO BE VACATED

BASIS OF BEARING
 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 7, AT PAGES 62-82, OFFICIAL RECORDS.
 [2] "MAP OF MISSION BAY" RECORDED JULY 19, 1999 IN BOOK 2 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.

REFERENCES:	APPROVED: BRUCE R. STORRS CITY & COUNTY SURVEYOR	BY	DATE	CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS VACATION OF UTILITY EASEMENTS WITHIN ASSESSOR'S BLOCK 8722			
		DRW					
		DATE		FILE:	SHEET 1 OF 1	SCALE: 1:100	CHANGE
		APP		SUR: 2015-XXX			



SAN FRANCISCO PLANNING DEPARTMENT

Subject to: (Select only if applicable)

- Affordable Housing (Sec. 415)
- Jobs Housing Linkage Program (Sec. 413)
- Downtown Park Fee (Sec. 412)
- Transit Impact Development Fee (Sec. 411)
- First Source Hiring (Admin. Code)
- Child Care Requirement (Sec. 414)
- Other (Public Art Fee, Sec. 429)

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

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415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Planning Commission Motion No. M-19502 HEARING DATE: NOVEMBER 5, 2015

Date: November 5, 2015
Case No.: 2014-002701OFA
Project Address: Mission Bay South Blocks 29 & 31
Zoning: Mission Bay Commercial-Industrial-Retail
 HZ-5 Height and Bulk District
Block/Lot: 8722/001
Project Sponsor: David Kelly, Golden State Warriors, LLC
 1011 Broadway
 Oakland, CA 94607
Staff Contact: David Winslow – (415) 558-6377
 david.winslow@sfgov.org
Recommendation: **Approval with Conditions**

ADOPTING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”) AND FINDINGS RELATING TO THE DESIGN APPROVAL PURSUANT TO PLANNING COMMISSION RESOLUTION NO. 14702 AND MOTION NO. 17709, FOR TWO NEW BUILDINGS WITH A TOTAL OF APPROXIMATELY 577,000 GROSS SQUARE FEET OF OFFICE USE, APPROXIMATELY 54,000 SQUARE FEET OF RETAIL SPACE, AND UP TO 546 OFF-STREET PARKING SPACES, ON PROPERTY THAT RECEIVED AN ALLOCATION OF 677,020 GROSS SQUARE FEET OF OFFICE USE PURSUANT TO PLANNING COMMISSION RESOLUTION NO. 17709, ON ASSESSOR’S BLOCK 8722, LOT 001, AKA MISSION BAY SOUTH BLOCKS 29 AND 31 IN THE MISSION BAY SOUTH REDEVELOPMENT AREA WITHIN THE MISSION BAY COMMERCIAL-INDUSTRIAL-RESIDENTIAL ZONING DISTRICT AND HZ-5 HEIGHT DISTRICT.

PREAMBLE

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 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 Redevelopment Area (the “Event Center Project”). The Event Center Project

site is bounded by South Street on the north, 3rd Street on the west, 16th Street on the south, and the future planned realigned Terry A. Francois Boulevard on the east.

Whereas, on October 09, 2015, the Golden State Warriors, (hereinafter "Project Sponsor") filed Application No. 2014-002701OFA with the City and County of San Francisco Planning Department ("Department") for design approval and authorization of 577,000 gross square feet of office use in two new buildings, that are part of the Event Center Project, the "South Street Building" located on a portion of Block 29 of the Mission Bay South Redevelopment Project Area ("MBS Redevelopment Project Area"), and the "16th Street Building" located on a portion of Block 31 in the MBS Redevelopment Project Area, pursuant to Planning Commission Resolution No. 14702 and Motion No. 17709, on Assessor's Block 8722, lot 001, aka Mission Bay South Blocks 29 - 32.

Whereas, the South Street Building and the 16th Street Building are part of the Event Center Project and the design of these two buildings are the only elements of the Event Center Project that is subject to Planning Commission action.

Whereas, the Office of Community Investment and Infrastructure ("OCII") is the successor to the former Redevelopment Agency of the City and County of San Francisco and administers the development of projects in the MBS Redevelopment Project Area.

Whereas, the OCII and the Planning Department, together acting as co-lead agencies for conducting environmental review for the MBS Redevelopment Project Area, and other permits, approvals and related and collateral actions related to the Mission Bay South Redevelopment Project (the "MBS Project"), prepared and certified a Final Subsequent Environmental Impact Report (the "Mission Bay FSEIR"). The Agency and Commission certified the Mission Bay FSEIR for the MBS Project on September 17, 1998 by Resolution No. 182-98 and Resolution No. 14696, respectively. Also on September 17, 1998, the Agency and the Commission, by Resolution No.183-98 and Resolution No. 14697, respectively, adopted environmental findings (and a statement of overriding considerations, that the unavoidable negative impacts of the MBS Project are acceptable because the economic, social, legal, technological and other benefits of the MBS Project outweigh the negative impacts on the environment) pursuant to the California Environmental Quality Act, California Public Resources Code Sections 21000 et seq. ("CEQA") and State CEQA Guidelines, Title 14 California Code of Regulations Sections 15000 et seq. ("CEQA Guidelines") in connection with the approval of the MBS Plan and other MBS Project approvals. On October 19, 1998, the Board of Supervisors adopted Motion No. 98-132 affirming certification of the FSEIR by the Planning Commission and the Agency, and by Resolution No. 854-98 adopting environmental findings (and a statement of overriding considerations).

Whereas, the OCII, in accordance with CEQA and the CEQA Guidelines, and acting in its capacity as lead agency under CEQA Section 20167 for projects in the Mission Bay Project Area, determined that the Event Center Project required preparation of a Final Subsequent Environmental Impact Report ("FSEIR"). The OCII prepared the Event Center Project FSEIR, which tiers off the Mission Bay FSEIR. The Event Center Project FSEIR consists of the Draft Subsequent Environmental Impact Report ("GSW DSEIR"), the comments received during the review period, any additional information that became available after the publication of the GSW DSEIR, and the Responses to Comments document, all as required by law, copies

of which are available through Jonas P. Ionin, the Planning Department custodian of records as described below and are incorporated herein by reference.

Whereas, the requested design approval is an implementation action pursuant to and within the scope of the project analyzed in the Event Center Project FSEIR. On November 3, 2015, the Commission on Community Investment and Infrastructure reviewed and considered the FSEIR and, by Resolution No. 69-2015, certified the FSEIR in compliance with CEQA. Said certification included minor technical errata to the Responses to Comments of the FSEIR and the Project mitigation monitoring and reporting program as set forth in the November 3, 2015 memorandum from Environmental Science Associations to Sally Oerth, Office of Community Investment and Infrastructure, which is incorporated in this motion by this reference. The Commission on Community Investment and Infrastructure then adopted required findings under CEQA by Resolution No 70-2015, and took various approval actions including an approval of amendments to the Mission Bay South Design for Development ("MBS D for D") by Resolution No. 71-205, and conditional approval of the Major Phase and combined Basic Concept and Schematic Design of the Event Center Project by Resolution No. 72-2015.

Whereas, on November 3, 2015, the San Francisco Municipal Transportation Agency ("SFMTA") Board of Directors, acting in its capacity as a responsible agency for the Event Center Project, as such term is defined in CEQA, Public Resources Code Section 21069, after a duly noticed public hearing, adopted SFMTA Resolution No. 15-154, which includes required findings under CEQA, including a Statement of Overriding Considerations ("CEQA Findings"), and the above mentioned errata, and took various approval actions in regard to the Event Center Project. Said Resolution and the SFMTA CEQA Findings are incorporated herein by reference. The FSEIR files, other Project-related OCII files, and other materials have been available for review by the Planning Commission and the public with the OCII Board Secretary at 1 S. Van Ness, 5th Floor, San Francisco, CA 94103, through Jonas P. Ionin, the Planning Department custodian of records as described below, and at www.gsweventcenter.com, and those files are incorporated herein by reference and made part of the record before this Commission.

Whereas, the Planning Commission, acting in its capacity as a responsible agency under CEQA, has reviewed and considered the information contained in the FSEIR for the Event Center Project and the SFMTA CEQA Findings.

Whereas, on September 17, 1998, the Planning Commission (hereinafter "Commission") determined that the Mission Bay South Redevelopment Plan ("MBS Plan") (Planning Department Case No. 96.771EMTZR), provides for a type, intensity, and location of development that is consistent with the overall goals, objectives, and policies of the General Plan, as well as the Eight Priority Policies of Section 101.1(b) of the Planning Code ("Code"), in Planning Commission Resolution No. 14702.

Whereas, on September 17, 1998, the Commission authorized a total of 5,953,600 gross square feet of office use from the Office Development Annual Limit, as defined in Planning Code Sections 320, 321 and 322, for the proposed Mission Bay North and Mission Bay South Redevelopment Plans, as noted in Planning Commission Resolution No. 14702.

Whereas, on July 16, 2008, the Commission, by Motion No. 17709 authorized, pursuant to Resolution No. 14702 and Planning Code Section 321, the creation of the Alexandria Mission Bay Life Sciences and

Technology District ("Development District"), for which previously allocated office space and future allocations would be limited by this authorization to 1,350,000 leasable square feet of office space, until entirely allocated, as further described below. Blocks 29-32 are included in the Development District and have been allocated a total of 677,020 sf. of office space pursuant to Motion No. 17709.

Whereas, Motion No. 17709 provided that authorization for construction of future buildings with an office component in the Development District would be subject to Commission review with regard to design for compliance with the MBS D for D and in accordance with Resolution No. 14702.

Whereas, the Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2014-002701OFA at 1650 Mission Street, Fourth Floor, San Francisco, California.

Whereas, on November 5, 2015, the Planning Commission ("Commission") conducted a duly noticed public hearing at a regularly scheduled meeting on Office Allocation Application No. 2014-002701OFA.

Whereas, the Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of the applicant, Department staff, and other interested parties.

MOVED, that the Commission in relation to the actions set forth in this Motion hereby adopts the SFMTA CEQA Findings as its own and,

FURTHER MOVED, that the Commission hereby approves the design for construction of the South Street Building and the 16th Street Building and authorizes 577,000 gross square feet of Office Development requested in Application No. 2014-002701OFA, pursuant to the criteria established in Planning Commission Resolution No. 14702 and Motion No. 17709, subject to the conditions contained in "EXHIBIT A" of this motion, based on the following findings:

FINDINGS

Having reviewed the materials identified in the preamble above, and having heard all testimony and arguments, this Commission finds, concludes, and determines as follows:

1. The above recitals are accurate and constitute findings of this Commission.
2. **Site Description and Present Use.** The site is located in the MBS Redevelopment Project Area, in the MBS Plan's Commercial-Industrial-Retail Zoning District, and the MBS D for D's Height Zone 5 (HZ-5). Lot 001 in Assessor's Block 8722, also known as MBS Block 29-32, is approximately 11 acres, and is bounded to the north by South Street, to the west by Third Street and to the South Street by 16th street, and to the west by Third Street. The site is currently partially occupied by paved, metered surface parking.
3. **Project Description.** On portions of MBS Blocks 29 and 31, the proposal would construct two new office buildings, the 16th Street Building and the South Street Building, with a total of

approximately 640,000 gross square feet. The South Street Building is a 342,272 gross square foot, 11-story building, approximately 160-feet in height, located at the corner of Third Street and South Street. The 16th Street Building is an 11-story, approximately 160-foot tall building containing approximately 297,694 gross square feet, situated near the corner of Third Street and 16th Street. A common access driveway on 16th Street will provide loading and service to both buildings. A large publicly accessible open space plaza, approximately 1-acre, is centrally located between the two office buildings. The proposal includes up to 577,000 square feet of office and approximately 19,400 square feet of ground floor retail. Specifically, the South Street Building would contain approximately 309,436 square feet of office space, while the 16th Street Building would contain approximately 267,486 square feet of office space. A total of 950 off-street parking spaces will be located in an at-grade and underground parking garage that is part of the Event Center Project, 546 spaces would be dedicated for the office uses, and 124 bicycle parking spaces located on-site in ground floor bike rooms will be dedicated to the office and retail uses.

4. **Public Comment.** The Mission Bay Citizen's Advisory Committee (CAC) is the official community group leading the community process for the Event Center Project. The CAC has discussed the Event Center Project, and related topics, at its May, August, September, October, November and December 2014 meetings, as well as three other meetings in March and April 2015. The Schematic Designs were discussed by the Mission Bay CAC at the March and April 2015 meetings, and again on October 8, 2015 when the CAC voted unanimously to recommend approval of the designs. In addition to meeting with the CAC, the GSW and OCII/City staff have also reached out to other stakeholders, including:
- Mission Bay life science community
 - Neighborhood leaders from: South Beach, Rincon Hill, Mission Bay, Dogpatch, and Potrero Hill
 - UCSF
 - San Francisco Giants
 - San Francisco Bicycle Coalition
 - Walk San Francisco
 - Local residents and business/merchants
 - Regional transportation providers such as BART, Caltrain, WETA, Golden Gate Transit, and Caltrans.

On October 6, 2015 the University of California San Francisco endorsed the Event Center Project; on October 8, and on October 20, 2015 the Mission Bay life science community, represented by thirteen of the largest biotech companies in San Francisco, officially supported the Event Center Project.

5. **Planning Commission Resolution No. 14702.** Under Planning Commission Resolution No. 14702, the Commission determined that the office development contemplated in the MBS Plan in particular promotes the public welfare, convenience and necessity, and was consistent with the factors set forth in Sections 321(b)(3)(A)-(G).

In considering the guidelines set forth in Section 321(b)(3)(A)-(G), the Commission determined that the apportionment of office space over the anticipated 30-year build-out of the MBS

Redevelopment Project Area will remain within the limits set by Section 321, and will maintain a balance among economic growth, housing, transportation, and public services, pursuant to terms of the MBS Plan and Plan Documents, which provide for the appropriate construction and provision of housing, roadways, transit, and all other necessary public services in accordance with the Infrastructure Plan (as defined in the MBS Plan Documents).

The development of office space is an element of the MBS Plan, which, among other things, provides for: "Strengthening the economic base of the Plan Area and the community by strengthening retail and other commercial functions in the Plan Area through the addition of approximately 335,000 leasable square feet of retail space ... and about 5,953,600 leasable square feet of mixed office, research and development and light manufacturing uses."

The Commission further determined in Resolution No. 14702 that it would review any specific office development subject to Sections 320-325 to confirm that the design of that office development is consistent with the findings in Resolution No. 14702 using the design standards and guidelines in the MBS D for D and upon such a determination would issue a project authorization for the proposed development.

6. **Mission Bay South Design for Development Standards.** The MBS D for D is a companion document to the MBS Plan. It contains Design Standards and Design Guidelines, which apply to all development within the MBS Plan Area. The MBS Plan provides that the Plan and other documents adopted with Plan, including the MBS D for D, supersede the San Francisco Planning Code in its entirety, except as otherwise provided in the MBS Plan.

The D for D has been amended by OCII (or its predecessor agency) four times since its adoption in 1998, most recently on November 3, 2015 by Resolution No. 71-2015. This fourth amendment was approved primarily to address the unique characteristics of the Event Center Arena that is a component of the Event Center Project. The amendments included minor changes that relate to design standards and guidelines relevant to the 16th Street Building and South Street Building. These included allocation of an unused tower from Height Zone 2 to Height Zone 5 (for an amended total of 4 instead of 3 towers within HZ-5) the designation of the fourth tower location on Blocks 29 or 31, and minor adjustments to the HZ-5 developable area percentages to accommodate the Event Center Project, and the addition of minimum tower separation requirements between a tower and Event Center building.

The proposed 16th Street Building and South Street Building conform to the MBS Plan and the amended MBS D for D standards and guidelines as described below in findings 7 and 8, respectively:

In MBS, development plans for buildings are preceded by the approval of a Major Phase, which generally covers one or several MBS blocks and in which such items as the general appearance, site planning (program of uses, estimated: range of development density, parking, loading, square footage of each use and schedule for development, utilities, transit, vehicular, pedestrian and bicycle circulation, open space, private and public) and streetscape are considered. Any major phase should also meet the MBS Plan and MBS D for D standards and guidelines.

The Major Phase and Schematic Design for Blocks 29 to 32 was combined into a single review and approval by the Office of Community Investment and Infrastructure Commission on November 3, 2015 by Resolution No. 72-2015.

7. **Office of Community Investment and Infrastructure Compliance.** At the November 3, 2015 meeting, the Office of Community Investment and Infrastructure (OCII) Commission found and determined that the Major Phase and Schematic Design for the entire Event Center and Mixed Use Development Project are, on balance, consistent with the Commercial Industrial Guidelines of the MBS D for D, and is consistent with MBS D for D as amended. The 16th Street Building and the South Street Building are specifically consistent with MBS D for D Design Standards and Commercial/Industrial Guidelines in the following manner:

- a) Land Use. Blocks 29 & 31, as shown in Map 2, Land Use Plan of the MBS D for D, is within a designated Commercial Industrial Retail District.

The 16th Street Building and the South Street Building are allowed principal uses under the MBS Redevelopment Plan.

- b) Height. According to Map 4 of the D for D, Blocks 29 & 31 are within Height Zone-5 (HZ-5), which has the following development controls:

Base Height:	90'
Base Height Coverage:	90% of HZ-5
Tower Height:	160'
Tower Height Coverage:	10% of HZ-5. Max. Number of Towers: 4, 2 of which must be on Blocks 29 or 31
Location of Towers:	No tower permitted in Blocks 26a, 28, 30, 32, 34 & X4.
Corners:	Except for 16 th Street and Third Street, no intersection to allow more than 2 towers within 50' of the corner.
Tower Separation:	100' when located on the same block, and a minimum of 40', between and a tower and an Event Center
Orientation:	Towers along 3rd Street not to exceed 160'
Mechanical Equipment:	Exempt from the Height limitation. The exemption is limited to the top 36' (20' for a mechanical penthouse, 16 for top of a ventilator stack) of such features where the height limit is more than 65'.

The proposed development of MBS Blocks 29 and 31 consists of two office buildings with bases of 90' and towers of a maximum height of 160-ft.

The proposal complies with the 100' separation of towers and with the 40' separation from the Event Center building; as required in the D for D.

Mechanical equipment would be located on the roof and screened from view, the maximum height of the proposed screens would be 16' for the 16th St. Building and 14'-9" for the South St. Building.

- c) Bulk. Bulk controls apply above 90' and include the following standards:

Maximum Plan Length: 200'
Maximum Floor Plane: 20,000 square feet

The 16th Street Building has a maximum plan length of 199-feet and a maximum floor plane of 20,000 square feet.

The South Street Building has a maximum plan length of 192-ft 6-in and a maximum floor plane of 20,000 square feet.

- d) Setbacks.

Required Setbacks: 5' setback on east side of Third Street from one block south of Channel to Mariposa Street.

The development of the South Street building proposes ground floor setbacks that range from 35' to 55' from the sidewalk; and the 16th Street building proposes ground floor setbacks that range from 10' to 35' from the sidewalk in anticipation of high pedestrian volumes due to the proposed Event Center.

- e) Coverage and Streetwall. In Commercial Industrial Districts the D for D Document sets forth the following requirements:

Coverage: Non Applicable.

Streetwall:

Minimum Length: Minimum 70% of block frontage length along primary streets required (Third Street and the Commons, a.k.a. Mission Bay Boulevard are considered primary streets; (70% refers to the total measurement from street to street with no exceptions for pedestrian walkways, except for 3rd and 16th Street frontages surrounding an Event Center).

Minimum Height: 15'.

Maximum Height: Height not to exceed 90' (except for mid-rise, Event Center, and towers.)

Corner Zone Conditions: At all intersections along primary streets, build to streetwall at all corners for a distance of 50'. Height of buildings at the corners to be no less than 15'.

Required Stepbacks: Buildings HZ-5 along the Commons (Mission Bay Boulevard) are required to use a stepback of 30' from the property line at the 55' height and 110' from the property line at the 90' height.

Projections: Architectural projections over a street, alley, park or plaza shall provide a minimum of 8' of vertical clearance over the sidewalk or other surface above which they are situated.

The minimum streetwall height would be approximately 90-ft, and the maximum streetwall height to be 160-ft for the buildings along Third Street.

The proposed building frontages along Third and 16th Streets complies with minimum streetwall lengths and corner conditions and heights at corners per amendments to the MBS D for D.

- f) Sunlight Access to Open Space. As the MBS D for D indicates, additional shadow analysis will not be required unless, as part of a specific project application, the project applicant seeks a variance from the standards determining the shape and location of buildings.

No exception is required as part of this application.

- g) Wind Analysis. The MBS D for D indicates that wind review will be required for all projects that include buildings over 100' in height. The height of the proposed building would be 160'.

A Pedestrian Wind Study was prepared by RWDI for this Site. The Study considered the development proposed in the application. The final Report, dated April 15, 2015 concludes that the, wind conditions at grade around the development were predicted to not to exceed hazard levels year-round.

- h) View Corridors. View corridors follow street alignments and are based on the following principles: to preserve orientation and visual linkages to the Bay, as well as vistas to hills, the Bay Bridge and downtown skyline; to preserve orientation and visual linkages that provide a sense of place within Mission Bay. View Corridors may terminate in buildings rather than vistas in certain circumstances; a view corridor on MBS Blocks 29-32 may terminate in an Event Center that provides an important architectural statement as recommended in the MBS D for D Commercial Industrial Guidelines.

The proposed 16th Street and South Street Buildings do not block any view corridors as defined above.

- i) Parking. The number of off-street parking spaces required and/or allowed for uses within MBS applicable to the 16th Street Building and South Street Building, as indicated in the D for D are the following:

Office:	Maximum and minimum, one space for each 1,000 square feet of gross floor area.
Retail:	Maximum, one space for every 500 square feet of gross floor area for up to 20,000 square feet; 1 space per 250 over 20,000 gross feet. Restaurants: 1 space per 200.
Bicycle Parking:	One secure bicycle parking space must be provided for every 20 vehicular parking spaces or fraction thereof.

Based on the gross square footage indicated on the application for Planning Code Section 321 (b) determination for development of Blocks 29 & 31, the maximum number of allowable parking spaces required would be: life science/office uses (545,877 adjusted gross square feet, per OCII calculations) 546 spaces required and provided. Based on the proposed retail area and uses that are part of the office buildings, 130 parking spaces are required. Based on the above, 34 secured bike parking spaces are required. 60 class 1 secured bike spaces are provided at the ground level of the 16th St. building; and 64 class 1 secured bike spaces are provided at the ground level of the South St. Building. The 18,064 seat Event Center requires 1 space per 50 seats. The Event Center Project is providing a total of 950 spaces on site and 132 spaces at 450 South Street Parking Garage; therefore the parking provided for the 16th Street and South Street Buildings complies with the required standard.

- j) Loading. The number of loading spaces required and/or allowed for uses within MBS, provided per gross square feet, as indicated in the MBS D for D are the following:

Retail:	One space for retail uses between 10,001 and 60,000 square feet.
Commercial:	Two spaces for commercial uses between 200,001 and 500,000 square feet.
Dimensions:	At least 10' wide, 35' long and 14' high.

Based on those ratios, the total number of loading spaces would be three. However, based on a loading study for the Event Center Project as a whole including the office uses, the corresponding Major Phase Application indicate thirteen loading spaces located within the structured parking and combined with a parking entrance, satisfying the dimensional requirements indicated in the MBS D for D.

8. **Mission Bay South Design for Development Design Guidelines-Commercial Industrial Guidelines.** The Applicable Design Guidelines include:

- a) View Corridors

"View corridors are defined by the Mission Bay street grid....View corridors are primarily to retain views to the Bay, the Channel and the down skyline and to reinforce visual linkages between the UCSF campus and surrounding development. In a few locations in Mission Bay (e.g. near the Freeway and on Blocks 29-32 to accommodate and an Event Center Project) view corridors may terminate in buildings rather than in vistas."

The 16th Street and South Street Buildings are not located within any view corridors.

- b) Open Spaces

"Encourage the development of publicly-accessible open spaces at ground level. Where feasible, design these open spaces in relation to local-serving retail such as cafes and to the public open space network".

The 16th Street Building and the South Street Building are within the larger development of the Event Center Project on MBS Blocks 29-32 which contemplates the construction of two major publicly

accessible open spaces. The Main Plaza is located between the office buildings, along Third Street, and the second is located at the northwest corner of 16th Street and Terry Francois Boulevard. The main plaza is a one-acre publicly accessible open space that is elevated 8 feet above grade. It gradually terraces from the street level by stairs, ramps, and landscape features to be visually and physically and accessible. It is bordered by commercial uses.

Building plans include approximately 6,400 square feet of retail space located on the ground floor along Third Street, and approximately 10,000 of retail space directly adjacent to the main plaza on two levels.

The smaller 25,000-square foot Southeast Plaza at the corner of Terry Francois and 16th Street leads into the secondary entrance to the Event Center Project and will be used as the primary entrance for events with reduced attendance. A 300-space bicycle valet facility is located on this plaza, and an additional overflow, temporary bicycle corral could be located in this plaza for events anticipated to attract a larger number of bicycle riders. A similar overflow bicycle corral could be provided on other plaza areas throughout the site as needed.

c) Pedestrian Walkways

"Walkways are encouraged to enhance the pedestrian experience in the Commercial Industrial area...Walkways to mid-block open spaces or courtyards are encouraged."

In addition to the plazas, there are public walkways that wrap around the exterior of the north and eastern-sides of the Event Center to connect the Main Plaza to the Food Hall, Bayfront overlook, main concourse entry, Bayfront Terrace exterior entry, and 16th Street.

d) Streetwall

"Commercial areas in San Francisco are noted for streets with buildings at the property line where there is little or no space between the buildings. This historical pattern of development gives San Francisco its intense urban quality and should be a model for Mission Bay development. Commercial Industrial Buildings shall be continuous at the property line on streets, except for occasional breaks in the streetwall."

"Setbacks up to 10' from the property line are allowed within a continuous streetwall."

"Variations from the streetwall are allowed to create open space, pedestrian circulation space, mid-block lanes and landscaping areas."

The ground level of building facades at Third Street would be set back at an angle from the property or setback line to accommodate large pedestrian traffic that integrate ramps, stairs, and landscaping that transition from grade to the raised public open space at the Main Plaza. Additionally, a gatehouse anchors the visual terminus of the 'vara' along Third St. The design balances a traditional streetwall at the corners along Third Street with a public plaza that opens onto Third Street. The design of the office buildings and landscape at ground level is supportive of the street wall and the public plaza.

This approach would be consistent with the traditional development pattern that gives San Francisco a vibrant and visually interesting urban quality, as sought by the MBS Design for Development Guidelines.

e) Streetwall Height

"Within high density commercial areas of San Francisco such as downtown and South of Market, a typical ratio of street width to streetwall height is approximately 1: 1.25". "The building-street relationship in Mission Bay Commercial Industrial areas should reflect this city pattern."

Third Street, the relation of streetwall height to the width of the Street (except for the tower portion) would not exceed the typical ratio found in the high density commercial areas of San Francisco.

f) Pedestrian Scale

"Office and other commercial buildings are encouraged to be active and to incorporate visually interesting details and/or decoration into the design of the building base".

"Large scale city-serving retail development should attempt to maintain an inviting pedestrian experience on the street. Street level frontage, where feasible, should be primarily devoted to entrances, shop windows, displays and other visually interesting features ... An attempt should be made to maintain a continuous block façade line consistent with block development throughout Mission Bay."

Plans for the 16th Street and South Street Buildings on MBS Blocks 29 & 31 show approximately 6,400 square feet of retail space and office lobbies fronting Third Street and additional 3000 sf. of retail at a separate "Gatehouse" Building. The ground floor uses are defined by building setbacks that create identifiable transitions to the entries and horizontally articulated by the third floor above.

For both the 16th Street Building and the South Street Building, the vertical clearance from the ground floor to the bottom of the third floor above would be approximately 25', which would establish an appropriate grand and inviting pedestrian scale. In each case, this building overhang would mitigate the street-level wind conditions identified in the corresponding Wind Study). The exterior expression of the South Street Building facade consists of a glass storefront system that is lined with almost continuous active uses that wrap from South Street, along Third and into the main plaza. The 16th Street Building also employs scalar features and materials along Third St. but due to the location of the building core, employs materials on the 16th Street façade to impart a human-scale.

g) Curb Cuts

"In order to preserve the continuity and quality of the pedestrian environment, curb cuts for parking and service uses are strongly discouraged along Third Street".

No curb cuts are proposed along Third Street. The preservation, continuity and quality of the pedestrian environment would be further enhanced with the centralization of all interior loading operations accessible from 16th Street.

h) Height Locations

"The predominant commercial height zone in Mission Bay allows buildings to a maximum of 90' high. Buildings up to 160' high may be constructed within a percentage of the developable area of each height zone as indicated in the Design Standards."

The proposed development of Block 29-32 consists of five buildings: The South Street and 16th Street buildings which will raise to a height of 160'; the Event Center arena which will raise to 135'; a 43' high Food Hall and retail building, and a 36' high Gatehouse building. The placement of the different buildings heights within the site takes into account the proximity to parks, the shoreline, views and potential towers in the neighboring blocks. The MBS D for D was amended to allocate an unused tower in Height Zone 2 to Height Zone 5. Height Zone 5 would thus allow for 4 towers.

i) Skyline Character

"Skyline character is a significant component of the overall urban composition that is San Francisco and the guidelines encourage development which will complement the existing city pattern and result in new, attractive view element as seen from vantage points."

The building massing proposed for the development of Block 29-32 is consistent with the existing city pattern of low buildings near the waterfront, which contributes to the gradual tapering of heights from the hilltops to the water that is characteristic of San Francisco and allows views to the Bay. The towers vary in setback distance from Third Street, which adds to the compositional effect of adding variety.

j) Building Base

"For pedestrians, the character of the building base is important in establishing a comfortable scale and environment and should be designed to achieve this ... Variety at street level for pedestrian scale can be achieved through the use of design features such as stairs, entries, expressed structural elements, arcades, projections, rusticated materials and landscaping."

The proposed location and massing of the 16th Street Building and South Street building podiums anchors the two main corners of Third and South and Third and 16th, while continuing a street wall, and framing a major public open space.

The base of the western side of the South Street Building is set back 50' from the property line to allow for increased pedestrian volumes. The base would be characterized by a 25' high transparent glass storefront containing corner retail and the main building lobby. The upper floors of the podium would over hang the base to provide a sheltered transition space from rain and wind. (See corresponding

Wind Study). The building entrance is highlighted by a projecting canopy. A transparent and active lobby wraps around and continues to engage with South Street.

The base of the western side of 16th Street Building shares most of the characteristics of the base of the South Street Building (expression of structural columns, use of clear glass, recessed entries and an overhang). Sculptural use of materials and a landscaped 23' setback along 16th continue the ground level of the 16th Street Building.

k) Roofscape

"Recognizing that Mission Bay building roofs may be visible from higher surrounding locations, they should be designed consistent with the distinctive architecture of the building". "Roofs should use non-reflective, low intensity colors". "Mechanical equipment should be organized and designed as a component of the roofscape and not appear to be a leftover or add-on element. Mechanical equipment should be screened as provided in the Design Standards."

The plans and elevations for the proposed 16th Street Building and South Street buildings indicate that mechanical equipment and rooms, stairs and elevator penthouses, as shown on plans would be organized and screened from view with corrugated metal panel enclosures. The podium roofs, which would be visible from other tall buildings, are proposed as green roofs.

l) Visual Interest

"To mitigate the scale of development and create pedestrian friendly environment, building massing should be modulated and articulated to create interest and visual variety".

The forms of both office buildings take their cue from the curved form of the Event Center. The podiums are expressed differently to express and interlock with the towers. The 16th Street Building confidently anchors the street corner with the podium wrapping around its sides, whereas the South Street Building is setback from it corner and allows the podium wrap into the Main Plaza with curved forms, to create an invitational gesture for pedestrians.

The design of both buildings balances the horizontality that results from the height and bulk of the podiums by massing and plane shifts. Vertical and horizontal articulation occurs through the use of changes in planes between the base levels and the podium levels using serrated planes of glass and mid-scale massing shifts. The materials and patterning are deliberate and subtle but accentuate the clarity of the forms. The vertical glazing/mullion pattern of the curtain walls of the podiums also help vertically articulate the predominantly horizontal buildings.

The proposed modulation and articulation of the buildings create interest and visual variety, as sought by the MBS D for D Design Guidelines.

m) Color and Materials

“Extreme contrast in materials, colors, shapes and other characteristics which will cause buildings to stand out in excess of their public importance should be avoided.”

For both office buildings, the building designs proposes a harmonious palette of light colored materials (combinations of clear vision glass, fritted spandrel panels, and resin coated wood panels,) that would be consistent with the proposed building materials, avoids extreme contrasts and would reflect the generally light tone character of San Francisco buildings.

9. **General Plan Consistency.** The General Plan Consistency Findings set forth in Motion No. 14702, Case No. 96.771EMTZR (General Plan Consistency Findings and Office Development Authorization, pursuant to Planning Code Sections 320-325) apply to this Motion, and are incorporated herein as though fully set forth.
10. The Commission has reviewed the design standards and guidelines in the MBS D for D and the project design and finds that (1) the MBS D for D standards and guidelines will ensure a quality design, (2) the proposed project is consistent with the MBS D for D and the findings set forth in Commission Resolution 14702, and (3) approval of the design of the proposed project would promote the health, safety and welfare of the City.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Office Development Application No. 2014-002385OFA**, subject to the conditions attached hereto as Exhibit A, which is incorporated herein by reference as though fully set forth, in general conformance with the plans stamped Exhibit B and dated February 5, 2015, on file in Case Docket No. 2014-002385OFA.

APPEAL AND EFFECTIVE DATE OF MOTION: Any aggrieved person may appeal this Section 321 Office-Space Allocation to the Board of Appeals within fifteen (15) days after the date of this Motion. The effective date of this Motion shall be the date of adoption of this Motion if not appealed (after the 15-day period has expired) OR the date of the decision of the Board of Appeals if appealed to the Board of Appeals. For further information, please contact the Board of Appeals at (415) 575-6880, 1660 Mission, Room 3036, San Francisco, CA 94103.

Protest of Fee or Exaction: You may protest any fee or exaction subject to Government Code Section 66000 that is imposed as a condition of approval by following the procedures set forth in Government Code Section 66020. The protest must satisfy the requirements of Government Code Section 66020(a) and must be filed within 90 days of the date of the first approval or conditional approval of the development referencing the challenged fee or exaction. For purposes of Government Code Section 66020, the date of imposition of the fee shall be the date of the earliest discretionary approval by the City of the subject development.

If the City has not previously given Notice of an earlier discretionary approval of the project, the Planning Commission's adoption of this Motion, Resolution, Discretionary Review Action or the Zoning Administrator's Variance Decision Letter constitutes the approval or conditional approval of the development and the City hereby gives **NOTICE** that the 90-day protest period under Government Code Section 66020 has begun. If the City has already given Notice that the 90-day approval period has begun for the subject development, then this document does not re-commence the 90-day approval period.

I hereby certify that the Planning Commission **ADOPTED** the foregoing Motion on November 5, 2015.

Jonas P. Ionin
Commission Secretary

AYES: Fong, Wu, Antonini, Hillis, Moore, Richards, Johnson

NAYS: None

ABSENT: None

ADOPTED: November 5, 2015

EXHIBIT A

AUTHORIZATION

This authorization is for the office design of two buildings of the proposed project ("Office Allocation Authorization"), which includes approximately 577,000 gross square feet of office use located at Mission Bay South Blocks 29 and 31, Lot 001 in Assessor's Block 8722, pursuant to Planning Code Sections 321 and 322 within MBS C-I-R Zoning District and HZ-5 Height and Bulk District, and in conformance with Planning Commission Resolution No. 14702 and Motion No. 17709; in general conformance with plans, dated November 3, 2015, and stamped "EXHIBIT B" included in the docket for Case No. 2014-002701OFA and subject to conditions of approval reviewed and approved by the Commission on November 5, 2015 under Motion No. M-19502. This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

RECORDATION OF CONDITIONS OF APPROVAL

Prior to the issuance of the building permit or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on November 5, 2015 under Motion No. M-19502.

PRINTING OF CONDITIONS OF APPROVAL ON PLANS

The conditions of approval under the 'Exhibit A' of this Planning Commission Motion No. M-19502 shall be reproduced on the Index Sheet of construction plans submitted with the site or building permit application for the Project. The Index Sheet of the construction plans shall reference the Office Development Authorization and any subsequent amendments or modifications.

SEVERABILITY

The Project shall comply with all applicable City codes and requirements. If any clause, sentence, section or any part of these conditions of approval is for any reason held to be invalid, such invalidity shall not affect or impair other remaining clauses, sentences, or sections of these conditions. This decision conveys no right to construct, or to receive a building permit. "Project Sponsor" shall include any subsequent responsible party.

CHANGES AND MODIFICATIONS

Changes to the approved plans may be approved administratively by the Zoning Administrator. Significant changes and modifications of conditions shall require Planning Commission approval of a new Office Development authorization.

Conditions of Approval, Compliance, Monitoring, and Reporting

PERFORMANCE

Validity. The authorization and right vested by virtue of this action is valid for three (3) years from the effective date of the Motion. The Department of Building Inspection shall have issued a Building Permit or Site Permit to construct the project and/or commence the approved use within this three-year period.

The Project Sponsor shall submit to the Zoning Administrator two copies of a written report describing the status of compliance with the conditions of approval contained within this Motion every six months from the date of this approval through the issuance of the first temporary certificate of occupancy. Thereafter, the submittal of the report shall be on an annual basis. This requirement shall lapse when the Zoning Administrator determines that all the conditions of approval have been satisfied or that the report is no longer required for other reasons.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Diligent Pursuit. Once a site or Building Permit has been issued, construction must commence within the timeframe required by the Department of Building Inspection and be continued diligently to completion. Failure to do so shall be grounds for the Commission to consider revoking the approval if more than three (3) years have passed since this Office Allocation Authorization was approved.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Extension. All time limits in the preceding three paragraphs may be extended at the discretion of the Zoning Administrator where implementation of the project is delayed by a public agency, an appeal or a legal challenge and only by the length of time for which such public agency, appeal or challenge has caused delay.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Conformity with Current Law. No application for Building Permit, Site Permit, or other entitlement shall be approved unless it complies with all applicable provisions of City Codes in effect at the time of such approval.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

Development Timeline - Office. Pursuant to Planning Code Section 321(d)(2), construction of an office development shall commence within 18 months of the date of this Motion approving this Project becomes effective. Failure to begin work within that period or to carry out the development diligently thereafter to completion, shall be grounds to revoke approval of the office development under this Office Allocation Authorization.

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863,
www.sf-planning.org*

DESIGN

Project Design. The Project Sponsor shall continue to work with Department and OCII staff in refining certain aspects of the architectural design, finishes and detailing.

*For information about compliance, contact the Case Planner, Planning Department at 415-558-6377,
www.sf-planning.org*

PROVISIONS

Transit Impact Development Fee. Pursuant to the MBS Plan, the Project shall comply with the provisions of Planning Code Sections 411 (formerly Chapter 38 of the Administrative Code), adjusted to be consistent with the MBS Plan and Plan documents as determined by OCII. Accordingly, the TIDF fee shall be paid at the rate effective at the issuance of the first construction document.

*For information about compliance, contact the Case Planner, Planning Department at 415-558-6377,
www.sf-planning.org*

Child Care Requirement. Pursuant to MBS Plan, the Project shall comply with the provisions of Planning Code Section 414, the Child-Care Requirements for Office and Hotel Development Projects, through payment of an in-lieu fee.

*For information about compliance, contact the Case Planner, Planning Department at 415-575-9159,
www.sf-planning.org*

MONITORING - AFTER ENTITLEMENT

Enforcement. Violation of any of the Planning Department conditions of approval contained in this Motion or of any other provisions of Planning Code applicable to this Project shall be subject to the enforcement procedures and administrative penalties set forth under Planning Code Section 176 or Section 176.1. The Planning Department may also refer the violation complaints to other city departments and agencies for appropriate enforcement action under their jurisdiction.

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863,
www.sf-planning.org*

Revocation due to Violation of Conditions. Should implementation of this Project result in complaints from interested property owners, residents, or commercial lessees which are not resolved by the Project Sponsor and found to be in violation of the Planning Code and/or the specific conditions of approval for the Project as set forth in Exhibit A of this Motion, the Zoning Administrator shall refer such complaints to the Commission, after which it may hold a public hearing on the matter to consider revocation of this authorization.

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863,
www.sf-planning.org*

OPERATION

Sidewalk Maintenance. The Project Sponsor shall maintain the main entrance to the building and all sidewalks abutting the subject property in a clean and sanitary condition in compliance with the Department of Public Works Streets and Sidewalk Maintenance Standards.

For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works, 415-695-2017, <http://sfdpw.org>

Community Liaison. Prior to issuance of a building permit to construct the project and implement the approved use, the Project Sponsor shall appoint a community liaison officer to deal with the issues of concern to owners and occupants of nearby properties. The Project Sponsor shall provide the Zoning Administrator with written notice of the name, business address, and telephone number of the community liaison. Should the contact information change, the Zoning Administrator shall be made aware of such change. The community liaison shall report to the Zoning Administrator what issues, if any, are of concern to the community and what issues have not been resolved by the Project Sponsor.

For information about compliance, contact the Case Planner, Planning Department at 415-575-9159, www.sf-planning.org