

EXHIBIT A-1

AMENDED PORT LAND TRANSFER AGREEMENT
LEGAL DESCRIPTION OF MISSION BAY PROPERTY

EXHIBIT A-1
AMENDED
PORT LAND TRANSFER AGREEMENT
PROPERTY LEGAL DESCRIPTION

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

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, BOOK Y OF RECORDS OF SURVEY 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 MARIPOSA STREET (66.00 FEET WIDE) WITH THE EASTERLY LINE OF PENNSYLVANIA STREET (90.00 FEET WIDE) RUNNING THENCE FROM THAT POINT OF INTERSECTION EASTERLY ALONG THE NORTHERLY LINE OF MARIPOSA STREET NORTH 86°49'04" EAST 940.17 FEET; THENCE LEAVING THAT NORTHERLY LINE OF MARIPOSA STREET NORTH 3°10'56" WEST 433.04 FEET; THENCE EASTERLY AND PARALLEL WITH THAT NORTHERLY LINE OF MARIPOSA STREET NORTH 86°49'04" EAST 280.00 FEET; THENCE NORTH 3°10'56" WEST 433.04 FEET TO THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE EASTERLY ALONG THAT SOUTHERLY LINE OF SIXTEENTH STREET NORTH 86°49'04" EAST 100.00 FEET TO THE WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE); THENCE SOUTHERLY ALONG THE WESTERLY LINE OF THIRD STREET SOUTH 3°10'56" EAST 866.08 FEET TO THAT NORTHERLY LINE OF MARIPOSA STREET; THENCE EASTERLY CROSSING THIRD STREET AND RUNNING ALONG THAT NORTHERLY LINE OF MARIPOSA STREET NORTH 86°49'04" EAST 360.00 FEET TO THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE SOUTHERLY ALONG THAT EASTERLY LINE OF ILLINOIS STREET SOUTH 3°10'56" EAST 129.85 FEET; THENCE NORTH 35°06'05" EAST 616.30 FEET; THENCE NORTHEASTERLY ALONG AN ARC OF A CURVE TO THE LEFT TANGENT TO THE PRECEDING COURSE WITH A RADIUS OF 440.00 FEET THROUGH A CENTRAL ANGLE OF 12°49'53" AN ARC DISTANCE OF 98.54 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 22°16'12" EAST 700.07 FEET; THENCE NORTHERLY ALONG AN ARC OF A CURVE TO THE LEFT TANGENT TO THE PRECEDING

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COURSE WITH A RADIUS OF 340.00 FEET THROUGH A CENTRAL ANGLE OF 12°28'00" AN ARC DISTANCE OF 73.98 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 9°48'12" EAST 86.42 FEET; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT TANGENT TO THE PRECEDING COURSE WITH A RADIUS OF 340.00 FEET, THROUGH A CENTRAL ANGLE OF 11°58'09", AN ARC DISTANCE OF 71.03 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 2°09'57" WEST 121.44 FEET; THENCE NORTH 3°10'56" WEST 198.86 FEET; THENCE NORTH 2°19'47" WEST 292.70 FEET; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE TO THE LEFT TANGENT TO THE PRECEDING COURSE WITH A RADIUS OF 481.57 FEET THROUGH A CENTRAL ANGLE OF 24°30'49", AN ARC DISTANCE OF 206.04 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 26°50'36" WEST 402.03 FEET; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT TANGENT TO THE PRECEDING COURSE WITH A RADIUS OF 236.29 FEET, THROUGH A CENTRAL ANGLE OF 9°00'04" AN ARC DISTANCE OF 37.12 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 17°50'32" WEST 679.08 FEET; THENCE SOUTH 86°49'04" WEST 282.38 FEET; THENCE SOUTH 17°34'00" EAST 2.58 FEET; THENCE SOUTH 86°49'04" WEST 397.43 FEET TO THE EASTERLY LINE OF THIRD STREET (88.50 FEET WIDE); THENCE ALONG THAT EASTERLY LINE NORTH 3°10'56" WEST 1,265.04 FEET; THENCE SOUTH 64°21'26" WEST 95.76 FEET TO THE POINT OF INTERSECTION OF THE WESTERLY LINE OF THIRD STREET (80.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF CHANNEL STREET (165.00 FEET WIDE); RUNNING THENCE ALONG THAT SOUTHEASTERLY LINE OF CHANNEL STREET SOUTH 46°18'07" WEST 772.99 FEET TO THE NORTHEASTERLY LINE OF FOURTH STREET (82.50 FEET WIDE); THENCE ALONG THAT NORTHEASTERLY LINE OF FOURTH STREET NORTH 43°41'53" WEST 440.00 FEET TO THE SOUTHEASTERLY LINE OF BERRY STREET (82.50 FEET WIDE); THENCE ALONG THAT SOUTHEASTERLY LINE OF BERRY STREET NORTH 46°18'07" EAST 825.95 FEET TO THE SOUTHWESTERLY LINE OF THIRD STREET; THENCE NORTHWESTERLY ALONG THAT SOUTHWESTERLY LINE OF THIRD STREET NORTH 43°41'53" WEST 667.50 FEET TO THE SOUTHEASTERLY LINE OF TOWNSEND STREET (82.50 FEET WIDE); THENCE ALONG THAT SOUTHEASTERLY LINE OF TOWNSEND STREET SOUTH 46°18'07" WEST 3,549.21 FEET TO THE NORTHEASTERLY LINE OF SEVENTH STREET (82.50 FEET WIDE); THENCE ALONG THAT NORTHEASTERLY LINE OF SEVENTH STREET SOUTH 43°41'53" EAST 3,166.69 FEET TO A POINT ON THE EASTERLY LINE OF PENNSYLVANIA STREET (90.00 FEET WIDE); THENCE SOUTHERLY ALONG THAT EASTERLY LINE OF PENNSYLVANIA STREET SOUTH 3°10'56" EAST 556.59 FEET TO THE POINT OF BEGINNING, AND

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CONTAINS 307.09 ACRES, MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) WITH THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE) AND CONTINUING EASTERLY ALONG THAT SOUTHERLY LINE OF SIXTEENTH STREET NORTH $86^{\circ}49'04''$ EAST 260.00 FEET TO A POINT ON THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE), THAT POINT BEING THE NORTHWESTERLY CORNER OF PARCEL ONE AS DESCRIBED IN THE DEED TO ESPRIT DE CORPS, A CALIFORNIA CORPORATION, RECORDED ON JULY 12, 1988, ON REEL E634 AT IMAGE 1334, DOCUMENT NO. E203992, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, THAT POINT ALSO BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ALONG THE NORTHERLY LINE OF THAT PARCEL ONE NORTH $86^{\circ}49'04''$ EAST 335.00 FEET; THENCE ALONG THE EASTERLY LINE OF THAT PARCEL ONE SOUTH $14^{\circ}29'32''$ EAST 107.08 FEET; THENCE SOUTH $3^{\circ}10'56''$ EAST 232.00 FEET; THENCE SOUTH $26^{\circ}50'57''$ WEST 72.77 FEET TO THE MOST EASTERLY CORNER OF PARCEL TWO AS DESCRIBED IN SAID DEED; THENCE ALONG THE EASTERLY LINE OF THAT PARCEL TWO SOUTH $26^{\circ}50'57''$ WEST 92.41 FEET; THENCE ALONG THE SOUTHERLY LINE OF THAT PARCEL TWO SOUTH $86^{\circ}49'04''$ WEST 273.33 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG THE WESTERLY LINE OF THAT PARCEL TWO NORTH $3^{\circ}10'56''$ WEST 80.00 FEET TO THE SOUTHWESTERLY CORNER OF THAT PARCEL ONE; THENCE ALONG THE WESTERLY LINE OF THAT PARCEL ONE NORTH $3^{\circ}10'56''$ WEST 400.00 FEET TO THE TRUE POINT OF BEGINNING, AND CONTAINS 3.762 ACRES OF LAND, MORE OR LESS.

AND

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF FOURTH STREET (82.50 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF CHANNEL STREET (200.00 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE OF FOURTH STREET NORTH $43^{\circ}41'53''$ WEST 200.00 FEET TO THE NORTHWESTERLY LINE OF CHANNEL STREET; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH $46^{\circ}18'07''$ WEST 2612.57 FEET TO A LINE DRAWN PARALLEL WITH AND PERPENDIUCALARLY DISTANT NORTHEASTERLY 110.69 FEET FROM THE NORTHEASTERLY LINE OF SEVENTH STREET (82.50 FEET WIDE); THENCE ALONG

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SAID LINE SO DRAWN SOUTH 43°41'53" EAST 200.00 FEET TO THE SOUTHEASTERLY LINE OF CHANNEL STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°18'07" EAST 514.36 FEET TO THE BEGINNING OF THE SOUTHEASTERLY LINE OF FORMER CHANNEL STREET (95.00 FEET WIDE); THENCE ALONG LAST SAID SOUTHEASTERLY LINE NORTH 46°18'07" EAST 1107.75 FEET TO THE SOUTHEASTERLY LINE OF CHANNEL STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°18'07" EAST 990.45 FEET TO THE POINT OF BEGINNING, AND CONTAINS 12.000 ACRES OF LAND, MORE OR LESS.

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EXHIBIT A-2

AMENDED PORT LAND TRANSFER AGREEMENT

LEGAL DESCRIPTION OF WESTERN PACIFIC PROPERTY

EXHIBIT A-2
AMENDED
PORT LAND TRANSFER AGREEMENT
WESTERN PACIFIC PROPERTY
LEGAL DESCRIPTION

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

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF ARMY STREET WITH THE EASTERLY LINE OF ILLINOIS STREET; RUNNING THENCE EASTERLY ALONG SAID NORTHERLY LINE OF ARMY STREET AND ITS EASTERLY EXTENSION 240 FEET TO THE CENTER LINE OF MICHIGAN STREET; THENCE AT A RIGHT ANGLE NORTHERLY ALONG SAID CENTER LINE OF MICHIGAN STREET 161 FEET; THENCE AT A RIGHT ANGLE EASTERLY PARALLEL WITH SAID NORTHERLY LINE OF ARMY STREET 840 FEET TO THE CENTER LINE OF MARYLAND STREET; THENCE AT A RIGHT ANGLE NORTHERLY ALONG SAID CENTER LINE OF MARYLAND STREET 39 FEET; THENCE AT A RIGHT ANGLE EASTERLY PARALLEL WITH THE FORMER NORTHERLY LINE OF ARMY STREET, AS SAID ARMY STREET EXISTED PRIOR TO ANY VACATION THEREOF, A DISTANCE OF 570 FEET TO THE FORMER CENTER LINE OF MASSACHUSETTS STREET, NOW VACATED; THENCE AT A RIGHT ANGLE NORTHERLY ALONG SAID FORMER CENTER LINE OF MASSACHUSETTS STREET AND ALONG THE PRESENT CENTER LINE OF MASSACHUSETTS STREET 233.138 FEET TO THE CENTER LINE OF TWENTY-SIXTH STREET, EXTENDED EASTERLY; THENCE AT A RIGHT ANGLE ALONG THE CENTER LINE OF TWENTY-SIXTH STREET EASTERLY 250 FEET TO THE DIRECT EXTENSION SOUTHERLY OF THE EASTERN LINE OF POTRERO NUEVO BLOCK NO. 509; THENCE AT A RIGHT ANGLE ALONG SAID EXTENSION, AND ALONG THE EASTERN LINES OF SAID BLOCK 509, AND POTRERO NUEVO BLOCK 508, NORTHERLY 899.116 FEET TO THE NORTHERN LINE OF SAID BLOCK 508; THENCE ALONG THE LAST NAMED LINE WESTERLY 200 FEET TO THE WESTERN LINE OF SAID BLOCK 508; THENCE ALONG THE LAST NAMED LINE SOUTHERLY 77.774 FEET; THENCE AT A RIGHT ANGLE WESTERLY 620 FEET TO THE CENTER LINE OF MARYLAND STREET; THENCE ALONG THE LAST NAMED LINE SOUTHERLY 355.203 FEET TO THE CENTER LINE OF TWENTY-FIFTH STREET, FORMERLY YOLO STREET; THENCE ALONG THE LAST NAMED LINE WESTERLY 1080 FEET TO THE DIRECT EXTENSION NORTHERLY OF THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EXTENSION, AND ALONG THE EASTERLY LINE OF ILLINOIS STREET 899.277 FEET TO THE POINT OF BEGINNING.

BEING ENTIRE BLOCK NOS. 433, 434, 440, 467, 474, 493 AND 500; AND PORTIONS OF BLOCK NOS. 439, 468, 473, 494 AND 499; AND ALSO PORTIONS OF MICHIGAN STREET, GEORGIA STREET, LOUISIANA STREET, MARYLAND STREET, DELAWARE STREET, MASSACHUSETTS STREET, TWENTY-FIFTH STREET AND TWENTY-SIXTH STREET, AS CERTAIN OF SAID BLOCKS AND STREETS ARE DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF GOLDEN CITY HOMESTEAD ASSOCIATION", RECORDED ON DECEMBER 12, 1865, IN MAP BOOK "C" AND "D", AT PAGES 20 AND 21, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO; ALL OF SAID BLOCKS AND STREETS ALSO BEING DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF THE SALT MARSH AND TIDE LANDS AND LANDS LYING UNDER WATER SOUTH OF SECOND STREET, AND SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO", RECORDED IN MAP BOOK W, AT PAGES 46 AND 47, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.

ALSO BEING BLOCKS 508 AND 509, AND PORTIONS OF BLOCKS 492 AND 501, OF THE POTRERO NUEVO.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED LAND CONVEYED TO THE STATE OF CALIFORNIA BY THAT CERTAIN INSTRUMENT RECORDED ON AUGUST 20, 1964 IN BOOK A805, OF OFFICIAL RECORDS, AT PAGE 815, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED LAND CONVEYED TO THE STATE OF CALIFORNIA BY THAT CERTAIN INSTRUMENT RECORDED ON MAY 24, 1966 IN BOOK B52, OF OFFICIAL RECORDS, AT PAGE 596, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.

EXCEPTING THEREFROM ALL MINERALS AND MINERAL RIGHTS, BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS SET FORTH AND RESERVED IN DEED FROM UNION PACIFIC RAILROAD COMPANY, RE-RECORDED JUNE 19, 1987, AS INSTRUMENT E009928, IN REEL E367, IMAGE 758, OFFICIAL RECORDS.

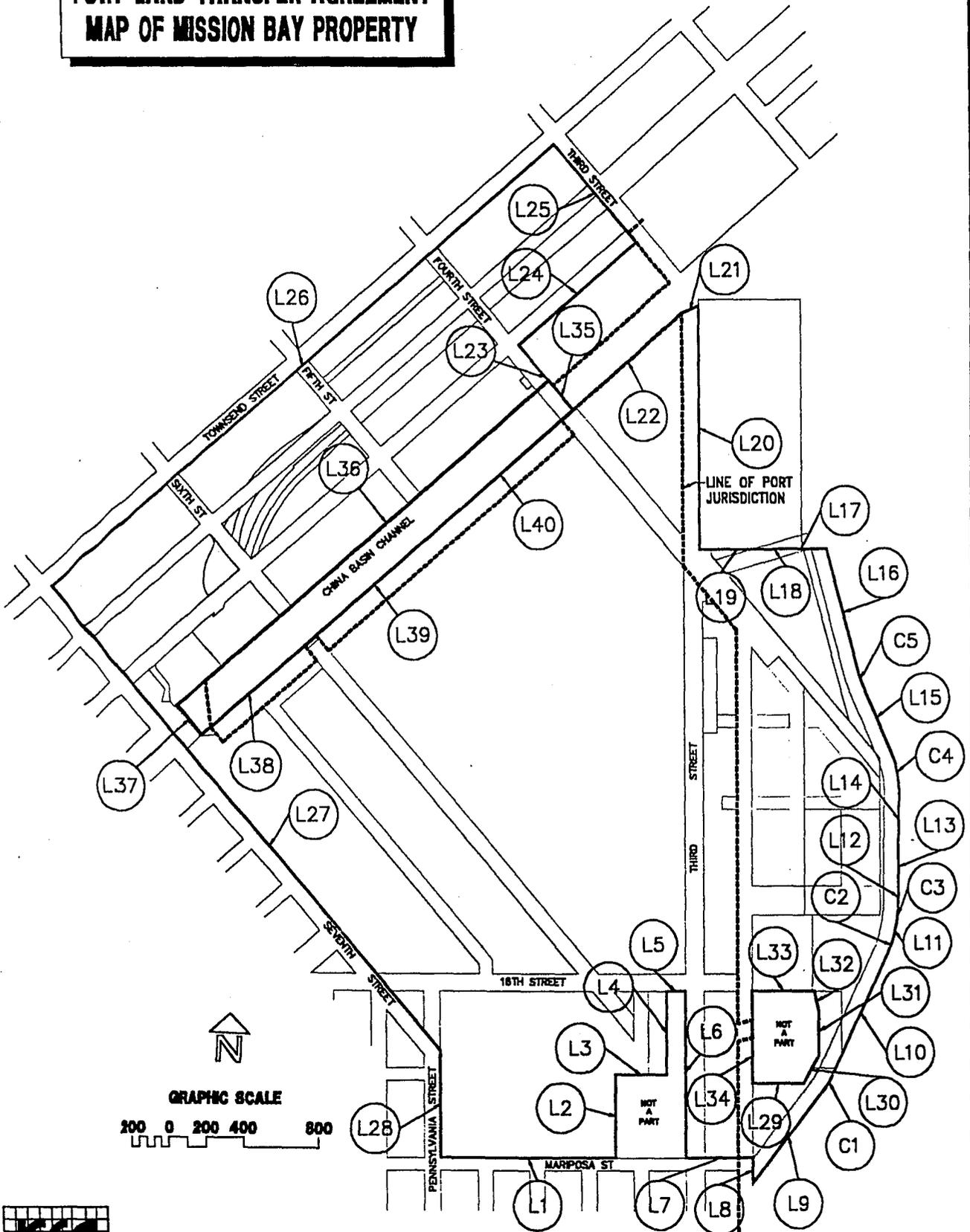
EXHIBIT B

AMENDED PORT LAND TRANSFER AGREEMENT

MAP OF MISSION BAY PROPERTY



**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF MISSION BAY PROPERTY**



97.0490 / L PLTA-B



**EXHIBIT B
SHEET 1 OF 2**

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF MISSION BAY PROPERTY**

LINE TABLE		
LINE	LENGTH	BEARING
L1	940.17	N86°49'04"E
L2	433.04	N03°10'56"W
L3	280.00	N86°49'04"E
L4	433.04	N03°10'56"W
L5	100.00	N86°49'04"E
L6	866.08	S03°10'56"E
L7	360.00	N86°49'04"E
L8	129.85	S03°10'56"E
L9	616.30	N35°06'05"E
L10	700.07	N22°16'12"E
L11	86.42	N09°48'12"E
L12	121.44	N02°09'57"W
L13	198.86	N03°10'56"W
L14	292.70	N02°19'47"W
L15	402.03	N26°50'36"W
L16	679.08	N17°50'32"W
L17	282.38	S86°49'04"W
L18	2.58	S17°34'00"E
L19	397.43	S86°49'04"W
L20	1265.04	N03°10'56"W
L21	95.76	S64°21'26"W
L22	772.99	S46°18'07"W
L23	440.00	N43°41'53"W
L24	825.95	N46°18'07"E
L25	667.50	N43°41'53"W
L26	3549.21	S46°18'07"W
L27	3166.69	S43°41'53"E
L28	556.59	S03°10'56"E
L29	273.33	N86°49'04"E
L30	165.18	N26°50'57"E
L31	232.00	N03°10'56"W
L32	107.08	N14°29'32"W
L33	335.00	S86°49'04"W
L34	480.00	S03°10'56"E
L35	200.00	N43°41'53"W
L36	2612.57	S46°18'07"W
L37	200.00	S43°41'53"E
L38	514.36	N46°18'07"E
L39	1107.75	N46°18'07"E
L40	990.45	N46°18'07"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	98.54	440.00	12°49'53"
C2	73.98	340.00	12°28'00"
C3	71.03	340.00	11°58'09"
C4	206.04	481.57	24°30'49"
C5	37.12	236.29	09°00'04"

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EXHIBIT B
SHEET 2 OF 2

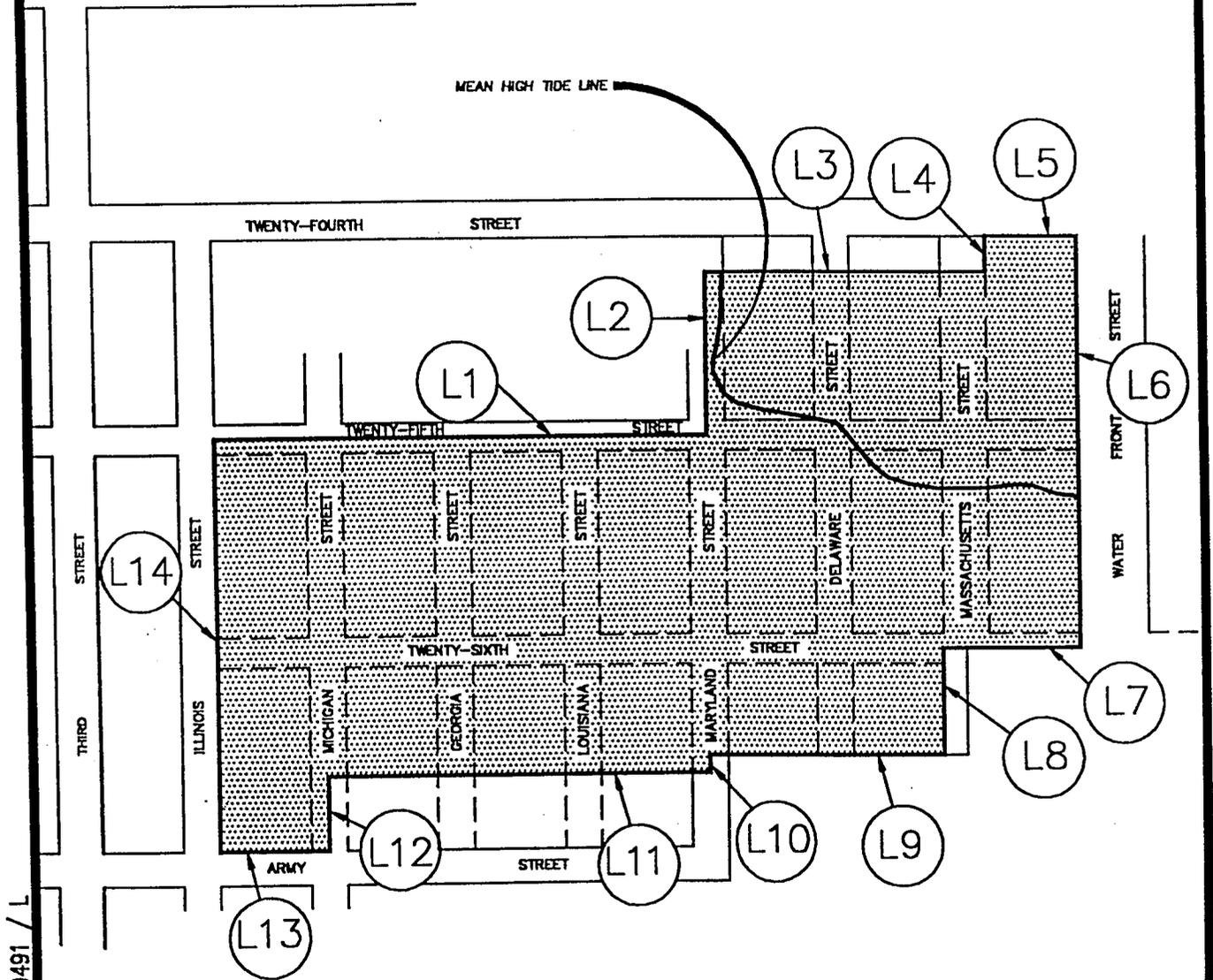
EXHIBIT C

AMENDED PORT LAND TRANSFER AGREEMENT

MAP OF WESTERN PACIFIC PROPERTY



**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF WESTERN PACIFIC PROPERTY**



PLTA-C 97.0491 / L

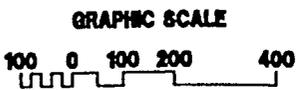


EXHIBIT C
SHEET 1 OF 2

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF WESTERN PACIFIC PROPERTY**

LINE TABLE

LINE	LENGTH	BEARING
L1	1080.00	N86°49'04"E
L2	355.20	N03°10'56"W
L3	620.00	N86°49'04"E
L4	77.77	N03°10'56"W
L5	200.00	N86°49'04"E
L6	899.12	S03°10'56"E
L7	300.00	S86°49'04"W
L8	233.14	S03°10'56"E
L9	520.00	S86°49'04"W
L10	39.00	S03°10'56"E
L11	840.00	S86°49'04"W
L12	161.00	S03°10'56"E
L13	240.00	S86°49'04"W
L14	899.28	N03°10'56"W

PLTA-C 97.0491 / L



EXHIBIT C
SHEET 2 OF 2

EXHIBIT D

AMENDED PORT LAND TRANSFER AGREEMENT
AGREEMENT CONCERNING THE PUBLIC TRUST

RECORDING REQUESTED BY:

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

AMENDED AND RESTATED

AGREEMENT CONCERNING THE PUBLIC TRUST

By and Between

State of California
City and County of San Francisco
Catellus Development Corporation

**AMENDED AND RESTATED
AGREEMENT CONCERNING THE PUBLIC TRUST**

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EXHIBIT LIST

Exhibit	Title
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B	Western Pacific Property Legal Description
B-1	Map of Western Pacific Property
C	Legal Description of City Quitclaim Lands
C-1	Map of City Quitclaim Lands
D	Legal Description of City Streets
D-1	Map of Lands Described in Exhibit D
E	Legal Description of Delayed Release Parcel
E-1	Map of Delayed Release Parcel
F	Legal Description of Easement Parcels
F-1	Map of Lands Described in Exhibit F
G	Legal Description of MB Burton Act Parcels
G-1	Map of Lands Described in Exhibit G
H	Mission Bay Property Outside Boundary of the Port of San Francisco
H-1	Map of Lands Described in Exhibit H
I	Legal Description of Trust Parcels
I-1	Map of Lands Described in Exhibit I
J	Legal Description of Western Pacific Easement Parcels
J-1	Map of Lands Described in Exhibit J
K	Legal Description of Western Pacific Shoreline
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L	Legal Description of Western Pacific Transfer Parcel
L-1	Map of Lands Described in Exhibit L
M	List of Certain Existing Leases
N	State Quitclaim to the City (of Land in Exh. A)
O	City Quitclaim to Catellus (of City Quitclaim Lands)
P	Quitclaim from the City and Catellus to the State (of Trust Parcels)
Q	Patent from the State to the City (of Trust Parcels)

R	Easement from Catellus to the State (of Easement Parcels)
S	Patent of Easement from the State to the City (of Easement Parcels)
T	State Quitclaim of Western Pacific Transfer Parcel to the City
U	Quitclaim from the City and Catellus to the State of Western Pacific Shoreline
V	Patent from the State to the City of Western Pacific Shoreline
W	Easement from the City and Catellus to the State (Western Pacific Easement Parcels)
X	Patent of Easement from the State to City (Western Pacific Easement Parcels)
Y	Contiguous Trust Parcels and Easement Parcels; Trust Parcels and Easement Parcels Abutting Open Streets
Z	Title Exceptions Permitted on Easement Parcels
AA	Title Exceptions Permitted on Trust Parcels, Western Pacific Shoreline and Western Pacific Easement Parcels
BB	Conditions Satisfaction Notice
CC	State Quitclaim to Catellus of Delayed Release Parcel
DD	Legal Description of Third Street N.A.P. Quitclaim Area
DD-1	Map of Third Street N.A.P. Quitclaim Area
EE	Map of Street Reimposition Area and Campus Reimposition Area

**AMENDED AND RESTATED
AGREEMENT CONCERNING THE PUBLIC TRUST**

This AMENDED AND RESTATED AGREEMENT CONCERNING THE PUBLIC TRUST (this "**Agreement**") dated for reference purposes only as of this 16th day of November, 1998, is by and between the STATE OF CALIFORNIA, acting by and through the State Lands Commission ("**State**"), the CITY AND COUNTY OF SAN FRANCISCO, a charter city and county, and where necessary to effectuate the transactions contemplated herein, the City acting by and through the San Francisco Port Commission ("**City**"), and CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation ("**Catellus**") (the State, the City, and Catellus, collectively, are the "**Parties**" or individually, a "**Party**"), with reference to the following facts:

RECITALS

A. All the real property, including current and former streets (areas originally laid out as streets), which is the subject of this Agreement (i) is located in the City and County of San Francisco, State of California, (ii) is within the boundary of the legal descriptions set forth in Exhibit "A" (the "**Mission Bay Property**") or Exhibit "B" (the "**Western Pacific Property**"), except for a portion of the Western Pacific Shoreline located within Maryland Street and outside such boundary and (iii) is within the area outlined in black on the maps which are attached hereto as Exhibit "A-1" and Exhibit "B-1," except for a portion of the Western Pacific Shoreline located within Maryland Street and outside such boundary. The Mission Bay Property and the Western Pacific Property are sometimes referred to collectively as the "**Property**." Capitalized terms used in these Recitals shall have the meanings set forth in Section 1 below, unless otherwise defined herein.

B. The City and Catellus have agreed that because of the desire of the University of California at San Francisco ("**UCSF**") to expand its campus and to accept the contribution of property located in the Mission Bay Property from Catellus and the City for its expansion campus, it is necessary to reconfigure certain streets and blocks within the Mission Bay Property and to redesignate certain public trust uses within both the Mission Bay Property and the Western Pacific Property for more effective public and private use and development. Said reconfiguration contemplates, among other things, that certain lands set aside as streets shall be sold by the City to Catellus, and that certain lands held by the City will be transferred to Catellus while certain lands held by Catellus will be transferred to the City. To that end, the City and Catellus have entered into (i) the Amended CLTA, which amends and restates in its entirety the Mission Bay City Land Transfer Agreement dated for reference purposes as of September 8, 1993; and (ii) the Amended PLTA, which amends and restates in its entirety the Mission Bay Port Land Transfer Agreement dated for reference purposes as of September 8, 1993. In addition, to facilitate the needs of UCSF, Catellus, the City and the State have entered into the Block 24 Agreement, providing for the contributions prior to the Closing Date of certain property owned by Catellus and the City (collectively, the "**Block 24 Property**") to UCSF and the release

of the Public Trust and Burton Act Trust from the Block 24 Property and other property owned by Catellus, as described in the Block 24 Agreement.

C. Some of said lands to be sold and/or transferred by the City are subject to the Public Trust and also, in some cases, to the Burton Act Trust. To effect the purposes of the City and Catellus, the parcels to be sold and/or transferred by the City and certain other parcels owned by the City must be free of the Public Trust and the Burton Act Trust; however, in accordance with the law of California, parcels may be sold and/or transferred free of the Public Trust only under certain conditions. In accordance with that certain Act of the Legislature set forth in Chapter 1143 of the Statutes of 1991, as amended by an Act of the Legislature set forth in Chapter 86 of the Statutes of 1992 and by an Act of the Legislature set forth in Chapter 203 of the Statutes of 1997 (collectively, the "Act"), it has been determined that, upon recordation of the quitclaims by the State herein provided for, the parcels to be released from the Public Trust pursuant to this Agreement are filled and reclaimed land no longer needed or required for Public Trust purposes or for those purposes provided for in the Burton Act and that the parcels to be encumbered by an easement for the Public Trust pursuant to this Agreement or to be held in fee subject to the Public Trust pursuant to this Agreement will be highly useful for Public Trust purposes and Burton Act Trust purposes in accordance with the Act.

D. The City and Catellus are prepared to convey, in fee or in the form of easements, certain lands and interests in land subject to the Public Trust and, in the case of lands or interests in land that are either within the Port of San Francisco, as that term is defined in the Act, or along or adjacent to the shoreline of the Western Pacific Property, subject as well to the Burton Act Trust and the terms, conditions, and reservations of the Burton Act. The Parties hereto, however, to assure themselves that the Public Trust, the Burton Act Trust, and the terms, conditions, and reservations of the Burton Act are properly imposed on the relevant parcels, intend to convey the lands, interests in land, and easements to the State hereunder, which the State will reconvey to the City, subject to the Act, the Public Trust, and, where appropriate, subject to the Burton Act Trust and the terms, conditions, and reservations of the Burton Act.

E. To release parcels from the Public Trust and the Burton Act Trust, at the Closing the State shall convey, release, and quitclaim to the City all the right, title, and interest held by the State by virtue of its sovereign trust title to tide and submerged lands, including the release of interests for the Public Trust, the Burton Act Trust, and the terms, conditions, and reservations of the Burton Act, in and to (a) the Mission Bay Property; and (b) the Western Pacific Transfer Parcel; and provided that such conveyances shall include all subsurface mineral deposits, except with respect to those parcels which as of the date hereof are subject to the Burton Act Trust and the terms, conditions, and reservations of the Burton Act, for which the conveyance shall reserve to the State all subsurface mineral deposits, including oil and gas deposits, without surface right of entry; provided any removal of such minerals shall not damage the surface of the lands or interfere with the use thereof by the City, its successors or assigns; and provided, further, that the State shall not conduct any mining activities above a plane five hundred feet below the surface without the prior written permission of the City, its successors and assigns.

F. To release any interests held by the State in lands that have heretofore been the subject of disputes between the City and Catellus, at the Closing the City shall convey, release, and quitclaim to Catellus all the right, title and interest held by the City, including in particular, any interest formerly held by the State by virtue of its sovereign trust title to tide and submerged lands, including the release of interests for the Public Trust and the Burton Act Trust, and including the conveyance of all subsurface mineral deposits except for the MB Burton Act Parcels, in and to the City Quitclaim Lands.

G. In order to impose the Public Trust and, where appropriate, the Burton Act Trust on parcels being conveyed to the City by Catellus, Catellus shall convey to the State an Easement for the Public Trust in, over, and upon, the Easement Parcels, and the City and Catellus shall jointly convey to the State all their respective right, title, and interest in and to the Trust Parcels, all of their respective right, title, and interest in and to the Western Pacific Shoreline, and Catellus shall convey an Easement for the Public Trust and the Burton Act Trust in, over and upon the Western Pacific Easement Parcels.

H. Immediately following the conveyances described in Recital G, the State shall convey to the City in trust the following: (a) patents of easements in, over, and upon the Easement Parcels and the Western Pacific Easement Parcels, for the purposes of effectuating the public trust uses provided for in the Act, subject to the Public Trust and in the case of the Western Pacific Easement Parcels, the Public Trust and the Burton Act Trust; and (b) patents in the nature of a quitclaim to the Trust Parcels and to the Western Pacific Shoreline, for the purposes of effectuating the public trust uses provided for in the Act, each subject to the Public Trust; provided that the Trust Parcels Within the Port, the Western Pacific Easement Parcels, and the Western Pacific Shoreline shall, in addition, be subject to the Burton Act Trust, and subject to the terms, conditions, exceptions, and reservations of the Burton Act, including, where applicable, but not limited to, the reservation of subsurface mineral deposits to the State, as if those lands had been transferred to the City pursuant to the provisions of the Burton Act.

I. The Parties have previously entered into that certain Agreement Concerning the Public Trust dated for reference purposes September 8, 1993 ("Original Agreement") recorded on May 11, 1994, as Instrument No. 94-F601970-00, in the Official Records of the City and County of San Francisco, California, providing for certain transfers of land and the release of the Public Trust and Burton Act Trust from portions of the Mission Bay Property as well as the imposition of the Public Trust and/or Burton Act Trust on certain portions of the Mission Bay Property. The Parties have agreed to redesignate a number of the parcels to become subject to or released from the Public Trust and the Burton Act Trust, and to make other modifications to the Original Agreement and to amend and restate the Original Agreement in its entirety to incorporate those amendments, as hereinafter provided.

NOW, THEREFORE, the Parties do hereby agree as follows:

Section 1. Definitions. For the purposes of this Agreement, including the Recitals, initially capitalized terms shall have the meanings ascribed to them either in this Section 1 or elsewhere in this Agreement.

- 1.1. “Act” is defined in Recital C.
- 1.2. “ADR” means Alternative Dispute Resolution as provided in Section 15.15.
- 1.3. “Amended CLTA” means that certain “Amended and Restated City Land Transfer Agreement” dated for reference purposes only as of November 16, 1998.
- 1.4. “Amended PLTA” means that certain “Amended and Restated Port Land Transfer Agreement,” dated for reference purposes only as of November 16, 1998.
- 1.5. “Block 24 Agreement” means that certain Agreement dated August 18, 1998, by and between the City, the Port, Catellus and the State regarding the Block 24 Property and certain other property within the Mission Bay Property owned by Catellus.
- 1.6. “Block 24 Property” is defined in Recital B.
- 1.7. “Block 24 Donation Agreement” means that certain Agreement for Donation of Real Property between the City and the Regents dated February 2, 1998, regarding portions of the Block 24 Property, as amended.
- 1.8. “Boundary of the Port of San Francisco” shall have the meaning ascribed to that term in the Act, modified to exclude from lands within such boundary that portion of Sixth Street lying southeasterly of the northwest boundary of Owens Street extended northeasterly across Sixth Street.
- 1.9. “Burton Act” means the provisions of the California Statutes of 1968, Chapter 1333, as amended to the date of this Agreement.
- 1.10. “Burton Act Trust” means the statutory trust imposed by the Burton Act pursuant to which the State conveyed to the City, in trust, by transfer agreement, and subject to certain terms, conditions, and reservations, the State’s interest in certain tide and submerged lands.
- 1.11. “Catellus Lease” means that certain lease to be entered into between the City, the Port and Catellus pursuant to Section 3.1.2 of the Amended CLTA.
- 1.12. “City Donation Agreement” means that certain Agreement for Donation of Real Property dated as of November 16, 1998, by and between the City and The Regents, regarding the donation of certain portions of the Mission Bay Property from the City to The Regents, and the Block 24 Donation Agreement.
- 1.13. “City Facilities Parcel” means that certain parcel which is currently within the Boundary of the Port of San Francisco and subject to the Public Trust, the Burton Act Trust, and the terms, conditions, and reservations of the Burton Act, which is to be released from all of such restrictions hereunder and transferred to the City’s jurisdiction, and which is described as the “City Facilities Parcel” in the Amended CLTA and the Amended PLTA.

1.14. **"City Quitclaim Land"** means all of the land described in Exhibit "C" hereto and as generally depicted on Exhibit "C-1" hereto.

1.15. **"City Streets"** means those certain areas of former tidelands which were reserved to the State solely for street purposes by applicable laws or patents but title to which is claimed by the City or Catellus, as more particularly described in Exhibit "D" and depicted on Exhibit "D-1."

1.16. **"Closing"** shall have the meaning ascribed to that term in Section 4.

1.17. **"Closing Date"** means the date on which the Closing shall occur and shall be determined in accordance with Section 4.

1.18. **"CLTA Escrow Agent"** means the escrow agent for the Escrow established under the Amended CLTA, which shall be the Title Company unless the Parties agree on a different escrow agent.

1.19. **"Conditions Satisfaction Notice"** has the meaning ascribed to that term in Section 15.22.

1.20. **"Contribution Agreement"** means that certain Agreement for Contribution of Real Property by and between Catellus and The Regents dated as of September 24, 1997, as amended by that certain First Amendment to Agreement for Contribution of Real Property by and between Catellus and The Regents dated as of June 11, 1998 and that certain Second Amendment for Contribution of Real Property by and between Catellus and The Regents dated as of October 16, 1998.

1.21. **"Delayed Release Parcel"** means that certain parcel of real property which the State asserts is currently subject to the Public Trust and Burton Act Trust, which may be released from the Public Trust and Burton Act Trust upon Catellus' request after Closing in accordance with Section 15.25, as described in Exhibit "E" and depicted on Exhibit "E-1."

1.22. **"Easement for the Public Trust"** shall have the meaning ascribed to that term in Section 3.1 hereof.

1.23. **"Easement Parcels"** shall mean those parcels within the Mission Bay Property which the City and Catellus shall encumber with an Easement for the Public Trust to the State, as more particularly described in Exhibit "F" and depicted in Exhibit "F-1" hereto, together with the additional parcels, if any, designated by the City and Catellus to be encumbered with an Easement for the Public Trust to the State in accordance with Section 6.1.1 of the Amended CLTA.

1.24. **"Effective Date"** means the date on which this Agreement becomes effective, which shall be the date on which the Governor of the State of California executes this Agreement.

- 1.25. **“Escrow”** means the escrow opened by the Parties for the Closing.
- 1.26. **“Event of Default”** shall have the meaning ascribed to that term in Section 8.1 hereof.
- 1.27. **“Existing Leases”** has the meaning ascribed to that term in Section 3.2 hereof.
- 1.28. **“MB Burton Act Parcels”** means those parcels within the Mission Bay Property which are as of the Effective Date hereof subject to the Burton Act Trust and the terms, conditions, and reservations of the Burton Act, as described in Exhibit “G” and depicted in Exhibit “G-1.”
- 1.29. **“McEnerney Action”** means an action under California Code of Civil Procedure §§ 751.01-751.28 to establish the fee ownership of a parcel.
- 1.30. **“Mission Bay Property”** means that real property which is described in Exhibit “A” and outlined in black on Exhibit “A-1”.
- 1.31. **“Mission Bay Property Outside the Boundary of the Port of San Francisco”** means that portion of the Mission Bay Property described in Exhibit “H” and depicted in Exhibit “H-1” hereto.
- 1.32. **“OPA”** means the Mission Bay North Owner Participation Agreement dated as of November 16, 1998, between Catellus and the Redevelopment Agency of the City and County of San Francisco, or the Mission Bay South Owner Participation Agreement dated as of November 16, 1998, between Catellus and the Redevelopment Agency of the City and County of San Francisco, as the context may require.
- 1.33. **“Other Agreements”** means the Amended CLTA and the Amended PLTA.
- 1.34. **“Party”** means the City, the State, or Catellus; **“Parties”** means all of the City, the State, and Catellus.
- 1.35. **“Permitted Exceptions”** for Easement Parcels, Trust Parcels, the Western Pacific Shoreline and the Western Pacific Easement Parcels are (i) the exceptions to title to such parcels that are listed on Exhibit “Z” for the Easement Parcels and on Exhibit “AA” for the Trust Parcels, the Western Pacific Shoreline and the Western Pacific Easement Parcels; (ii) for parcels located within the Mission Bay Property, the Record of Survey Map of Mission Bay filed in Book Y of Survey Maps at Pages 62-82, and recorded on July 28, 1992, in Real F679, Image 0620, as Instrument No. F162698, in the Official Records of the City and County of San Francisco but not any exceptions to title resulting from matters shown thereon, unless listed on Exhibits “Z” or “AA”; (iii) a special tax lien of the Mello-Roos Community Facilities District No. 90-1 of the San Francisco Unified School District, provided that as to any parcel, that the lien amount is zero while in City ownership and/or while such parcel is subject to the Public Trust; (iv) any future special tax lien of any other Mello-Roos Community Facilities District or Districts for which Catellus has cast an affirmative vote, provided that as to any parcel, that the

lien amount is zero while in City ownership and/or while the parcel is subject to the Public Trust; (v) easements, dedications, conditions, and uses permitted in accordance with Sections 3.1 and 3.2 hereof; (vi) with respect to the portion of the Mission Bay Property affected thereby, the Catellus Lease and the Existing Leases; (vii) restrictions required by the Regional Water Quality Control Board and/or the San Francisco Bay Conservation and Development Commission to be recorded against the Mission Bay Property and/or the Western Pacific Property; and (viii) the applicable OPA and the applicable Redevelopment Plan.

1.36. **"PLTA Escrow Agent"** means the escrow agent for the Escrow established under the Amended PLTA, which shall be the Title Company unless the Parties agree on a different escrow agent.

1.37. **"Port Transfer Parcels"** means those parcels of real property defined as the "Port Transfer Parcels" in the Amended PLTA.

1.38. **"Preliminary Reports"** means those reports issued by Title Company with respect to the Mission Bay Property and the Western Pacific Property.

1.39. **"Public Trust"** means the public trust for commerce, navigation, and fisheries.

1.40. **"Redevelopment Plan"** means the Redevelopment Plan for the Mission Bay North Redevelopment Project, approved by the Board of Supervisors of the City pursuant to Ordinance No. 327-98, adopted on October 26, 1998, or the Redevelopment Plan for the Mission Bay South Redevelopment Project, approved by the Board of Supervisors of the City pursuant to Ordinance No. 335-98, adopted on November 2, 1998, as the context may require.

1.41. **"Section 5 Transfer"** shall have the meaning ascribed to that term in Section 2.1 hereof.

1.42. **"State"** means the State of California.

1.43. **"State Lands Commission"** means the California State Lands Commission.

1.44. **"State's Interests"** shall have the meaning ascribed to that term in Section 13.3 hereof.

1.45. **"The Regents"** shall mean The Regents of the University of California.

1.46. **"Title Company"** means Stewart Title Guaranty Company or any other title insurance company mutually agreeable to the Parties.

1.47. **"Trust Parcels"** shall mean the Trust Parcels Within the Port and the Trust Parcels Outside the Port collectively, which the City and Catellus shall transfer to the State in fee, and which the State will then transfer to the City in trust pursuant to the terms of this Agreement, as more particularly described on Exhibit "I" and depicted in Exhibit "I-1" hereto. The parties acknowledge, however, that pursuant to Section 6.1.1 of the Amended CLTA, the City and Catellus may redesignate some of the Trust Parcels as Easement Parcels and upon such

redesignation, the definitions of Easement Parcels and Trust Parcels shall automatically be deemed adjusted.

1.48. **“Trust Parcels Outside the Port”** means those parcels in the Mission Bay Property located outside the Boundary of the Port of San Francisco which are to be made subject to the Public Trust as more particularly described in Exhibit “I” and depicted in Exhibit “I-1” hereto.

1.49. **“Trust Parcels Within the Port”** means those parcels within the Mission Bay Property located within the Boundary of the Port of San Francisco, which are to be made subject to the Public Trust and Burton Act Trust, as more particularly described in Exhibit “I” and depicted in Exhibit “I-1” hereto.

1.50. **“UCSF”** means the University of California at San Francisco.

1.51. **“Western Pacific Easement Parcels”** means those parcels within the Western Pacific Property which are more particularly described in Exhibit “J” and depicted in Exhibit “J-1” hereto.

1.52. **“Western Pacific Property”** means that real property which is described in Exhibit “B” and outlined in black on Exhibit “B-1”.

1.53. **“Western Pacific Shoreline”** means those parcels within the Western Pacific Property, as more particularly described in Exhibit “K” and depicted in Exhibit “K-1” hereto, which are being transferred to the State in fee, and which the State will then transfer to the City in trust pursuant to the terms of this Agreement.

1.54. **“Western Pacific Transfer Parcel”** means those parcels within the Western Pacific Property which are being transferred to the City in fee pursuant to the Amended PLTA, as more particularly described in Exhibit “L” and depicted in Exhibit “L-1” hereto.

Section 2. Quitclaim Pursuant to Section 5 of the Act.

2.1. Quitclaim from the State to the City. To facilitate the sale of certain streets by the City to Catellus as contemplated in Section 5 of the Act (the “Section 5 Transfer”), the State shall convey, release, and quitclaim to the City all the right, title, and interest held by the State by virtue of its sovereign trust title to tide and submerged lands, including the release of interests for the Public Trust, the Burton Act Trust, and the terms, conditions, and reservations of the Burton Act, in and to the City Streets (other than the City Streets previously conveyed, released and/or quitclaimed by the State pursuant to the Block 24 Agreement). The City shall thereafter convey certain of the City Streets (other than the City Streets previously conveyed, released and/or quitclaimed by the State pursuant to the Block 24 Agreement) to Catellus, or such other person as Catellus shall direct, pursuant to the Amended CLTA. As consideration for such conveyance, release, and quitclaim, Catellus and the City shall simultaneously contribute certain real property to The Regents for the expansion of the UCSF campus pursuant to the Contribution Agreement and the City Donation Agreement. The State’s conveyance, release, and quitclaim of the City

Streets shall include all subsurface mineral deposits except with respect to that portion of Sixth Street which is included among the City Streets, which (if not previously conveyed pursuant to the Block 24 Agreement) as of the date hereof is subject to the Burton Act Trust and the terms, conditions, and reservations of the Burton Act, for which the conveyance shall reserve to the State all subsurface mineral deposits, including oil and gas deposits, without surface right of entry; provided any removal of such minerals shall not damage the surface of the lands or interfere with the use thereof by the City, its successors or assigns; and provided, further, that the State shall not conduct any mining activities above a plane five hundred feet below the surface without the prior written permission of the City, its successors and assigns.

2.2. Condition to Closing. The Section 5 Transfer is conditioned on the State Lands Commission making all findings and otherwise complying with matters required by Section 5(b) of the Act, as amended. In making its findings under Section 5(b) of the Act, the State Lands Commission shall consider in the aggregate the full value of all conveyances theretofore made by Catellus and the City to The Regents (including without limitation, the transfers theretofore made pursuant to the Block 24 Agreement), as well as all conveyances by Catellus and the City to The Regents being made concurrently with the Closing under this Agreement, in comparison to the full value in the aggregate of all the City Streets theretofore conveyed by the State to the City and Catellus pursuant to the Act, in reaching its conclusion as to whether equal or greater value has been given.

2.3. Quitclaim from the State to the City. To release parcels from the Public Trust and the Burton Act Trust, at the Closing the State shall convey, release, and quitclaim to the City all the right, title, and interest held by the State by virtue of its sovereign trust title to tide and submerged lands, including the release of interests for the Public Trust, the Burton Act Trust, and the terms, conditions, and reservations of the Burton Act, in and to the following parcels (except to the extent previously conveyed by the State pursuant to the Block 24 Agreement):

(a) The Mission Bay Property Outside the Boundary of the Port of San Francisco, such conveyance to include all subsurface mineral deposits except with respect to the MB Burton Act Parcels, for which the conveyance shall reserve to the State all subsurface mineral deposits, including oil and gas deposits, without surface right of entry; provided any removal of such minerals shall not damage the surface of the lands or interfere with the use thereof by the City, its successors or assigns, and provided, further, that the State shall not conduct any mining activities above a plane five hundred feet below the surface without the prior written permission of the City, its successors and assigns;

(b) The Mission Bay Property within the Boundary of the Port of San Francisco, reserving to the State all subsurface mineral deposits, including oil and gas deposits, without surface right of entry; provided any removal of such minerals shall not damage the surface of the lands or interfere with the use thereof by the City, its successors or assigns, and provided, further, that the State shall not conduct any mining activities above a plane five hundred feet below the surface without the prior written permission of the City, its successors and assigns; and

(c) The Western Pacific Transfer Parcel, such conveyance to include all subsurface mineral deposits, except with respect to those parcels which as of the date hereof are subject to the Burton Act Trust and the terms, conditions, and reservations of the Burton Act (and which are more particularly described on Exhibit "T" attached hereto), for which the conveyance shall reserve to the State all subsurface mineral deposits, including oil and gas deposits, without surface right of entry; provided any removal of such minerals shall not damage the surface of the lands or interfere with the use thereof by the City, its successors or assigns, and provided, further, that the State shall not conduct any mining activities above a plane five hundred feet below the surface without the prior written permission of the City, its successors and assigns.

2.4. Quitclaim from the City to Catellus. To release any residual interests formerly held by the State in lands that have heretofore been the subject of disputes between the City and Catellus, at the Closing the City shall convey, release, and quitclaim to Catellus all the right, title and interest held by the City by virtue of the quitclaims described in Section 2.3 above, including in particular, any interest formerly held by the State by virtue of its sovereign trust title to tide and submerged lands, including the release of interests for the Public Trust and the Burton Act Trust, and including the conveyance of all subsurface mineral deposits except for the MB Burton Act Parcels as described in Section 2.3(a), in and to the City Quitclaim Lands.

2.5. Western Pacific Transfer Parcel. Upon the Closing under this Agreement, the Western Pacific Transfer Parcel shall be held by the City acting by and through the San Francisco Port Commission free of the Burton Act Trust, the Public Trust, and the Act. The Port's administration, management, or leasing of the Western Pacific Transfer Parcel shall not be construed to impose the Burton Act Trust, Public Trust, or the Act on any or all of the Western Pacific Transfer Parcel, or impose upon the Port an obligation to use revenues derived from the Western Pacific Transfer Parcel for Public Trust or Burton Act uses.

Section 3. Matters of the Public Trust and Burton Act Trust.

3.1. Definition of Easement for the Public Trust. The easement for the Public Trust conveyed by the City and/or Catellus pursuant to this Agreement shall be identical to the easement for public trust purposes that is impliedly reserved in grants of tide and submerged lands by the State of California, which easement is described in People v. California Fish Co. (1913) 166 Cal. 576; reserving unto the City and its successors and assigns, any easements, dedications, or conditions referred to in Sections 3.1.1.10 and 5.1.3 of the Amended CLTA.

3.2. Permissible Interim Uses. From and after the Closing, the City and Catellus, and their respective successors and assigns, may use lands subject to the Public Trust or the Burton Act Trust within the Mission Bay Property in their discretion, including in particular that the City may lease such lands to Catellus pursuant to the Catellus Lease and that Catellus may sublease such lands to other parties, to the extent permitted under the Catellus Lease, notwithstanding that such uses may not be consistent with the easement for public trust purposes or the public trust uses set forth in the Act, so long as the trust administrator has the right, at any time, upon no more than eighteen (18) months prior written notice to Catellus (each, a "Conversion Notice") to

convert those lands (or portions thereof) to use for public parks, open space, public access to and along the shoreline, rail within then existing public roadways, or utility facilities that do not significantly impair the use of those lands for those uses, and, in connection with that conversion, to discontinue such other uses without the obligation to pay for such discontinuance or for any existing improvements on those lands, and to have those lands delivered to it free of surface improvements, subject to any necessary governmental approvals for the removal of rail facilities, all without cost to the trust administrator. To the extent the Conversion Notice affects property then subject to the Catellus Lease, the Conversion Notice shall contain all information required pursuant to the terms of the Catellus Lease. In addition, to the extent required pursuant to Section 3.3 of the Catellus Lease, in connection with any termination thereof pursuant to a Conversion Notice, the City may grant Catellus necessary access and utility easements, on the terms described therein. Notwithstanding the foregoing, the trust administrator shall not be entitled to give a Conversion Notice with respect to any portion of such lands which is subject to any of the leases described in Exhibit "M" hereto (collectively, "Existing Leases" and individually, an "Existing Lease") until the date which is eighteen (18) months prior to the scheduled expiration (taking into account exercised and unexercised renewal options in favor of the tenant) of the applicable Existing Lease. The existing overhead freeway and the roadways and the passenger rail rights-of-way that cross portions of those lands shall be considered uses that provide public access to the shoreline. Catellus and the City acknowledge that the conversion pursuant to a Conversion Notice to the uses provided for in the Act will require Catellus to cause the land to be delivered as described in this Section 3.2. Within the Trust Parcels, and without limiting uses allowable within a public park or open space area under the Act, restaurant and casual dining uses and structures that are ancillary to such public park and open space uses shall be permitted uses under the Burton Act Trust, the Public Trust and the Act. In addition, a public parking lot serving the Port's public boat launch at Pier 52 being constructed pursuant to that certain Small Craft Launching Facility Grant Construction and Operation Contract, dated May 23, 1994, as amended, between the Port and the California Department of Boating and Waterways shall be an allowable use within the Trust Parcels Within the Port.

3.3. Conveyances to the State. In order to impose the Public Trust and, where appropriate, the Burton Act Trust on parcels being conveyed to the City by Catellus, immediately following the conveyances described in Section 2, the City and/or Catellus, as applicable, shall convey to the State the following:

(a) The City and Catellus shall jointly convey an easement for the Public Trust in, over, and upon, the Easement Parcels and Catellus shall convey an easement for the Public Trust in, over and upon, the Western Pacific Easement Parcels.

(b) The City and Catellus shall jointly convey, release, and quitclaim to the State all of their respective right, title, and interest in and to the Trust Parcels.

(c) The City and Catellus shall jointly convey, release, and quitclaim to the State all of their respective right, title, and interest in and to the Western Pacific Shoreline.

3.4. Conveyances from the State to the City in Trust. Immediately following the conveyances described in Section 3.3, the State shall convey to the City in trust the following:

(a) Easements in, over, and upon (i) the Easement Parcels for the purposes of effectuating the public trust uses provided for in the Act, subject to the Public Trust; and (ii) the Western Pacific Easement Parcels for the purposes of effectuating the public trust uses provided for in the Act, subject to the Public Trust. The Western Pacific Easement Parcels shall, in addition, be subject to the Burton Act Trust and to the terms, conditions, exceptions, and reservations of the Burton Act, including, but not limited to, the reservation of subsurface mineral deposits to the State as if those lands had been transferred to the City pursuant to the provisions of the Burton Act.

(b) Patents in the nature of a quitclaim to the Trust Parcels and to the Western Pacific Shoreline, for the purposes of effectuating the public trust uses provided for in the Act, each subject to the Public Trust; provided that those Trust Parcels lying within the Boundary of the Port of San Francisco and the Western Pacific Shoreline shall, in addition, be subject to the Burton Act Trust, and subject to the terms, conditions, exceptions, and reservations of the Burton Act, including the reservation of subsurface mineral deposits to the State, where applicable, as if those lands had been transferred to the City pursuant to the provisions of the Burton Act.

3.5. Merger of Title Upon Subsequent Fee Transfer. When, at the Closing or subsequently, the fee title to all or some portion of any Easement Parcels or Western Pacific Easement Parcels becomes vested in the City, the easements will to that extent merge with the City's fee title, and the City will hold the fee title, in trust, subject to the Public Trust (and in the case of any of the Western Pacific Easement Parcels, the Burton Act Trust and the terms, conditions, exceptions and reservations of the Burton Act), for the purposes of effectuating the public trust uses provided for in the Act.

Section 4. The Closing.

4.1. Closing; Closing Date. The "Closing," at which time the events set forth in Section 5 shall occur, shall be on the Closing Date. The "Closing Date" hereunder shall be the "Initial Closing Date" as that date is defined and determined pursuant to the Amended CLTA, which will be the same as the "Closing Date" as that date is defined and determined pursuant to the Amended PLTA. Catellus shall provide the State with copies of any notices given to the City under the Amended CLTA as to the Initial Closing Date and/or under the Amended PLTA as to the Closing Date thereunder, as well as any notice of extension of the Initial Closing Date under the Amended CLTA and/or the Closing Date under the Amended PLTA.

4.2. Closing Location. The Closing shall take place at the location selected pursuant to the Amended CLTA and Amended PLTA.

Section 5. Events Constituting the Closing. Upon the terms and conditions set forth in this Agreement, the Parties shall cause the following actions to occur on or before the Closing Date:

5.1. Escrow Instructions to be Submitted as Part of the Amended CLTA Initial Closing. This Agreement will be delivered to the CLTA Escrow Agent, and will serve as escrow instructions. At least five (5) days prior to the Closing Date, the Parties shall execute and deliver supplemental escrow instructions to the CLTA Escrow Agent. Such supplemental escrow instructions shall specify that when the Title Company is prepared to issue the title policies set forth in Section 5.3 below, and provided that the escrow holder under the Contribution Agreement and the City Donation Agreement is prepared to close (other than the Block 24 Property, which has been previously conveyed) (i) the contribution of the First Contribution Parcel to The Regents pursuant to (and as defined in) the Contribution Agreement, as the same may be amended, and (ii) the donation of the First Donation Parcel to The Regents pursuant to (and as defined in) the City Donation Agreement, as the same may be amended, then the following documents are to be recorded by the Escrow Agent upon the Initial Closing pursuant to the Amended CLTA in the following order without the intervention of any other document except as specifically provided in the Amended CLTA or in the supplemental escrow instructions executed by the Parties.

5.1.1. Validating Judgment. A certified copy of the judgment of a court of competent jurisdiction confirming the validity of the Amended CLTA, the Amended PLTA and this Agreement and the transfers of lands contemplated by the Amended CLTA, the Amended PLTA and this Agreement as they relate to the Public Trust, the Burton Act Trust and the Act, unless the requirement of such a judgment has been waived by Catellus, the City and the Port, in writing, in their sole discretion.

5.1.2. Quitclaim of State Claims to the City. A patent in the nature of a quitclaim duly executed and acknowledged from the State to the City in the form of Exhibit "N" conveying all of the State's right, title, and interest held by the State by virtue of its sovereign trust title to tide and submerged lands, and including, without limiting the generality of the foregoing, any Public Trust and Burton Act Trust interests, in and to the Mission Bay Property, such conveyance to treat subsurface mineral deposits with respect to the MB Burton Act Parcels and the Trust Parcels Within the Port as set forth in Exhibit "N".

5.1.3. Quitclaim from the City to Catellus. A quitclaim duly executed and acknowledged from the City to Catellus in the form of Exhibit "O" conveying all of the City's right, title, and interest in and to the City Quitclaim Lands, including in particular all right, title, and interest it will then hold by virtue of the patent described in Section 5.1.2 hereof.

5.1.4. Conveyance to the State of Trust Parcels. A quitclaim deed in the form of Exhibit "P" duly executed and acknowledged jointly by Catellus and the City conveying all of the City's and Catellus' respective right, title, and interest in and to the Trust Parcels to the State.

5.1.5. Conveyance to the City of Trust Parcels. Patent in the nature of a quitclaim in the form of Exhibit "Q" duly executed and acknowledged by the State conveying the Trust Parcels to the City for the purposes of effectuating the public trust uses provided for in the Act, subject to the Public Trust and for the Trust Parcels Within the Port, subject to the Burton Act Trust, and the terms, conditions and reservations of the Burton Act.

5.1.6. Conveyance to the State of Public Trust Easement Encumbering Easement Parcels. Conveyance of an easement for the Public Trust in favor of the State, in the form of Exhibit "R" duly executed and acknowledged by Catellus encumbering the Easement Parcels.

5.1.7. Conveyance to the City of Public Trust Easement Encumbering Easement Parcels. Patent in trust to the City in the form of Exhibit "S" duly executed and acknowledged by the State encumbering the Easement Parcels with an easement for the Public Trust for the purposes of effectuating the public trust uses provided for in the Act.

5.2. Escrow Instructions to be Submitted as Part of the Amended PLTA Closing. This Agreement will be delivered to the PLTA Escrow Agent, and will serve as escrow instructions. At least five (5) days prior to the Closing Date, the Parties shall execute and deliver supplemental escrow instructions to the PLTA Escrow Agent. Such supplemental escrow instructions shall specify, that when the Title Company is prepared to issue the title policies set forth in Section 5.3 below, then the following documents are to be recorded by the PLTA Escrow Agent upon the Closing pursuant to the Amended PLTA in the following order without the intervention of any other document except as specifically provided in the Amended PLTA or the supplemental escrow instructions executed by the Parties:

5.2.1. Validating Judgment. A certified copy of the judgment of a court of competent jurisdiction confirming the validity of the Amended PLTA, the Amended CLTA and this Agreement and the transfers of lands contemplated by the Amended PLTA, the Amended CLTA and this Agreement as they relate to the Public Trust, the Burton Act Trust and the Act, unless the requirement of such a judgment has been waived by Catellus, the City and the Port in writing, in their sole discretion.

5.2.2. Quitclaim of State Claims in Western Pacific Transfer Parcel. A patent in the nature of a quitclaim duly executed and acknowledged from the State to the City in the form of Exhibit "T" conveying all the State's right, title, and interest held by virtue of its sovereign trust title to tide and submerged lands, and including, without limiting the generality of the foregoing, any Public Trust and Burton Act Trust interests, but reserving rights to subsurface mineral deposits as provided in Exhibit "T", in and to the Western Pacific Transfer Parcel.

5.2.3. Conveyance to the State of Western Pacific Shoreline. A quitclaim deed in the form of Exhibit "U" duly executed and acknowledged jointly by the City and Catellus conveying all of the City's and Catellus' respective right, title, and interest in and to the Western Pacific Shoreline to the State.

5.2.4. Conveyance to the City of Western Pacific Shoreline. A patent in the nature of a quitclaim in the form of Exhibit "V" duly executed and acknowledged by the State conveying the Western Pacific Shoreline to the City for the purposes of effectuating the public trust uses provided for in the Act, subject to the Public Trust, subject to the Burton Act Trust, and subject to the terms, conditions, exceptions, and reservations of the Burton Act as if those lands had been transferred to the City pursuant to the provisions of the Burton Act.

5.2.5. Conveyance to State of Public Trust Easement Encumbering Western Pacific Easement Parcels. Conveyance of an easement in favor of the State for the purposes of effectuating the public trust uses provided for in the Act, subject to the Public Trust and the Burton Act Trust, in the form of Exhibit “W,” duly executed and acknowledged by Catellus, encumbering the Western Pacific Easement Parcels. The State’s acceptance of the conveyance pursuant to this Section 5.2.5 shall not be deemed an admission by any Party concerning any pre-existing public trust fee or easement in the Western Pacific Easement Parcels.

5.2.6. Conveyance to the City of Public Trust Easement Encumbering Western Pacific Easement Parcels. Patent in trust to the City in the form of Exhibit “X” duly executed and acknowledged by the State encumbering the Western Pacific Easement Parcels with an easement for the Public Trust and the Burton Act Trust and subject to the terms, conditions, exceptions and reservations of the Burton Act, for the purposes of effectuating the public trust uses provided for in the Act.

5.3. Title Insurance. The Title Company shall issue the following policies of title insurance at Closing:

5.3.1. Easement Parcels. With respect to the Easement Parcels, the City as trustee and the State shall receive an ALTA extended coverage policy of title insurance that names the City and State as insureds as their interests may appear, and that insures to the State an easement for the purposes of commerce, navigation, and fisheries in the Easement Parcels as created by the Public Trust Easement in the form of Exhibit “R” and to the City as trustee an easement for the purposes of commerce, navigation, and fisheries in the Easement Parcels as created by the Patent of Easement in the form of Exhibit “S” subject to the reservations of the Public Trust Easement and the Patent of Easement, subject only to the Permitted Exceptions and any other exceptions which are consented to in writing by the City and for which the consent of the State has been obtained in accordance with Section 15.4 hereof. The liabilities under the policies to be issued to the City and the State under the Amended CLTA and this Section covering the Easement Parcels shall be subject to a pro tanto non-cumulative endorsement which will create an aggregate risk liability under said policies resulting in no duplication of policy or premiums.

5.3.2. Trust Parcels and the Western Pacific Shoreline. With respect to the Trust Parcels and the Western Pacific Shoreline, the City as trustee and the State shall receive an ALTA extended coverage policy of title insurance that insures the City’s estate in fee as trustee in the Trust Parcels and the Western Pacific Shoreline as created by the Patents in the forms of Exhibits “Q” and “V”, in accordance with the terms of Section 3.1.3 of the Amended CLTA for the Trust Parcels and Section 3.1.3 of the Amended PLTA for the Western Pacific Shoreline, in each case subject only to (i) the Permitted Exceptions, (ii) the Public Trust, (iii) for property within the Boundary of the Port of San Francisco and for the Western Pacific Shoreline, the Burton Act Trust and the terms, conditions, and reservations of the Burton Act, (iv) the Act, and (v) any other exceptions that are consented to in writing by the City and for which the consent of the State has been obtained in accordance with Section 15.4 hereof; and (b) names the State as an additional insured as its respective interest may appear. The policy to be issued to the City and

the State hereunder shall be a single policy insuring both Parties' interests as they may appear, it being agreed by all Parties to this Agreement that there is to be no duplication of policy or premiums.

5.3.3. Western Pacific Easement Parcels. With respect to the Western Pacific Easement Parcels, the City as trustee and the State shall receive a CLTA policy of title insurance that names the City and State as insureds as their interests may appear, and that insures to the State an easement for the purposes of commerce, navigation and fisheries in the Western Pacific Easement Parcels, as created by the Public Trust Easement in the form of Exhibit "W" and to the City as trustee for the purposes of effectuating the public trust uses provided for in the Act, subject to the reservations of the Public Trust Easement and the patent of easement in the form of Exhibit "X", subject only to the Permitted Exceptions, the Burton Act and the terms, conditions, exceptions and reservations of the Burton Act, and any other exceptions which are consented to in writing by the City and for which the consent of the State has been obtained in accordance with Section 15.4 hereof. The liabilities under the policies to be issued to the City and the State under the Amended PLTA and this Section covering the Western Pacific Easement Parcels shall be subject to a pro tanto, non-cumulative endorsement which would create an aggregate risk liability under said policies resulting in no duplication of policy or premiums.

5.3.4. Endorsements. The title policies under Sections 5.3.1 and 5.3.2 above shall also contain the following title insurance endorsements (or reasonably similar coverage) adequate to insure the following: (i) endorsement in the form of CLTA Endorsement 116.4 assuring the City and the State that the Trust Parcels and Easement Parcels identified in Exhibit "Y" hereto are totally contiguous among themselves without gaps or gores; (ii) endorsement in the form of CLTA Endorsement 103.7 that the Trust Parcels and Easement Parcels identified in Exhibit "Y" hereto abut and have rights of access to one or more physically open streets; and (iii) endorsement in the form of CLTA Endorsement 116.1, insuring the City and the State that the Easement Parcels, Trust Parcels, and Western Pacific Shoreline, as located on the surveys thereof, are the same properties described in the title insurance policies described in Sections 5.3.1 and 5.3.2.

5.3.5. Policy Limits. The total value of title insurance issued to Catellus, the City and the State under the Amended CLTA, Amended PLTA, Section 5.3.1, Section 5.3.2 and Section 5.3.3 covering all their separate estates in the Trust Parcels and the Easement Parcels is as set forth in the Amended CLTA. The total value of title insurance issued to the City and the State covering all their separate estates in the Western Pacific Shoreline and the Western Pacific Easement Parcels is as set forth in the Amended PLTA.

5.4. Proration and Closing Costs. All prorations and closing costs shall be allocated in accordance with the Amended CLTA and Amended PLTA between Catellus and the City. Catellus shall pay the premiums on the policies of title insurance required by this Agreement. The State shall bear no costs or expenses in connection with closing the transactions contemplated hereunder.

5.5. Conditions Satisfaction Notice. Immediately following the recordation of the documents described in Sections 5.1 and 5.2, the Parties shall cause the Conditions Satisfaction Notice to be recorded.

Section 6. Conditions to the Closing.

6.1. General Conditions. The obligations of each Party to perform the actions constituting the Closing are subject to the satisfaction, at or before the Closing, of all conditions precedent to the Initial Closing under the Amended CLTA and the Closing under the Amended PLTA.

6.2. City Waivers, Actions, and Determinations. Notwithstanding anything to the contrary in the Amended CLTA or the Amended PLTA, any waiver, action, consent, or determination by the City pursuant to any of the following sections shall be in a written document and subject to review and approval by the State that such waiver, action, or determination is not inconsistent with the objectives of the Act, with the interests of the Public Trust or the Burton Act Trust, with the terms, conditions, and reservations of the Burton Act, or with the terms and findings and declarations of the Act, as applicable:

Amended CLTA Sections: 3.1.3, 4.2.1, 5.1.2, 9.1, or 17.

Amended PLTA Sections: 3.1.3, 4.2.1, 5.1.2, 9.1, or 17.

6.3. Simultaneous Closing. The Closing hereunder shall occur simultaneously with the Initial Closing under the Amended CLTA, the Closing under the Amended PLTA, and with the closing of the contribution of the First Contribution Parcel (other than the Block 24 Property, which has been previously conveyed) under the Contribution Agreement, as amended, and the closing of the donation of the First Donation Parcel (other than the Block 24 Property, which has been previously conveyed) under the City Donation Agreement, as amended.

6.4. Conditions to the Obligations of the State. The obligations of the State to perform the actions constituting the Closing are subject to the satisfaction, at or before the Closing, of the following conditions. The State may waive any or all of these conditions, in whole or in part, without prior notice.

6.4.1. Condition of Title to Easement Parcels. Subject to the provisions of Sections 6.5 and 6.6 below, the Easement Parcels shall be free and clear of all encumbrances to title other than the Permitted Exceptions. As evidence that title is in that condition, the Title Company shall have issued at the Closing, upon payment of its required fee, the title policy required by Section 5.3.1 hereof. Neither the City nor Catellus shall be responsible for removing or eliminating prior to Closing any unpermitted exceptions to title that shall be eliminated at the Closing by the recording of the deeds identified in Sections 5.1.2 and 5.1.3. All other unpermitted exceptions to title shall be removed or eliminated prior to Closing as provided in Exhibit "Z," unless the procedures and criteria provided in Sections 6.5 and 6.6 hereof require a different result. If the City or Catellus, as the case may be, is unable to so eliminate all exceptions to title listed on Exhibit "Z" as unpermitted and which the City or Catellus, as the

case may be, is required to eliminate, the City and Catellus, or either of them, may satisfy this condition precedent by imposing the Public Trust on substantially equivalent alternative parcels of equal or greater value within the Mission Bay Project Area selected by mutual consent of the Parties.

6.4.2. Condition of Title to Trust Parcels and Western Pacific Shoreline. Subject to the provisions of Sections 6.5 and 6.6 below, the Trust Parcels and the Western Pacific Shoreline shall be free and clear of all encumbrances to title other than the Permitted Exceptions. As evidence that title is in that condition, the Title Company shall have issued at the Closing, upon payment of its required fee, the title policy required by Section 5.3.2 hereof. Neither the City nor Catellus shall be responsible for removing or eliminating prior to Closing any unpermitted exceptions to title that shall be eliminated at the Closing by the recording of the deeds identified in Sections 5.2.2 and 5.2.3. All other unpermitted exceptions to title shall be removed or eliminated prior to Closing as provided in Exhibit "AA," unless the procedures and criteria provided in Sections 6.5 and 6.6 hereof require a different result.

6.4.3. Condition of Title to Western Pacific Easement Parcels. Subject to the provisions of Section 6.5 and 6.6 below, the Western Pacific Easement Parcels shall be free and clear of all encumbrances to title other than the Permitted Exceptions. As evidence that title is in that condition, the Title Company shall have issued at the Closing upon payment of its required fee, the title policy required by Section 5.3.3 hereof. Neither the City nor Catellus shall be responsible for removing or eliminating prior to Closing any unpermitted exceptions to title that shall be eliminated at the Closing by the recording of the deeds identified in Sections 5.2.5 and 5.2.6. All other unpermitted exceptions to title shall be removed or eliminated prior to Closing as provided in Exhibit "AA," unless the procedures and criteria provided in Sections 6.5 and 6.6 hereof require a different result.

6.4.4. Performance by Others. The City and Catellus shall perform or cause to occur all actions that they are required to perform or cause to occur at or before the Closing.

6.5. Treatment of Exceptions Disclosed by Survey. Where the Preliminary Report for an applicable Easement Parcel, Trust Parcel, or the Western Pacific Shoreline includes a title exception which refers to matters that an ALTA survey will or might show and such exception is not listed on Exhibit "Z" or "AA", respectively, Catellus shall provide a survey sufficient to eliminate such exception by the Closing. If the required survey discloses a matter which is itself a title exception that would appear on a preliminary report, or that would be an exception to the title insurance policy or a limitation on an endorsement to be provided at Closing, such matter will or will not be added to Exhibits "Z" or "AA", as the case may be, as a permitted exception based upon the nature of such matter and its similarity or dissimilarity to exceptions already listed on Exhibits "Z" or "AA" for such Easement Parcel, for such Trust Parcel, or for the Western Pacific Shoreline, as the case may be, as permitted exceptions at the Closing unless a contrary conclusion is more reasonable based upon some other circumstance. (For example, if the newly-disclosed matter is a right-of-way for a public utility and a general exception for public utilities easements is permitted, in the absence of some circumstance leading to a contrary conclusion, the right-of-way would also be permitted. On the other hand, if a pathway is

discovered and a similar pathway or pedestrian right-of-way appeared as an exception to title on the Preliminary Report for a Trust Parcel but was not listed in the appropriate Exhibit as a permitted exception, in the absence of some circumstance leading to a contrary conclusion, the pathway would not be permitted.) In making such a decision the Parties shall primarily take into account the foregoing issue of similarity but may also consider such matters as the effect of the newly-discovered exception upon the contemplated uses of the affected parcel and the relative abilities of the Parties to remove the exception. In the event the Parties are unable to agree upon such a decision, the disagreement shall be submitted to ADR under the provisions of this Agreement. It is agreed that the mere fact that the disclosed exception is not a proper Public Trust use does not make the exception unpermitted so long as the use is permitted in accordance with Section 3.2 hereof.

6.6. Updated Preliminary Reports; New Exceptions. The Parties acknowledge that the Preliminary Reports may need to be updated by Catellus prior to the Closing and that pro forma policies of title insurance will be prepared prior to Closing. If an updated Preliminary Report or a pro forma policy of title insurance at Closing shows a new title exception, the characterization of such new exception as a Permitted Exception or not and the allocation between the Parties of the responsibility for its elimination, if appropriate, shall be based upon the principles stated in Section 6.5, including reference to ADR.

Section 7. Conduct of the Parties Prior to the Closing.

7.1. Due Diligence. Each Party promises to use due diligence to take all actions reasonably necessary to satisfy or cause to be satisfied each of the conditions precedent to the obligations of the other Parties to proceed with the Closing.

7.2. McEnerney Actions. The City and Catellus shall promptly notify the State of the filing of each McEnerney action filed pursuant to either the Amended CLTA or the Amended PLTA and shall provide the State with copies of all pleadings, stipulations, exhibits, prayers, and proposed orders therein as well as copies of final judgments when obtained.

7.3. Permitted Transferees. Notwithstanding anything to the contrary in the Amended CLTA or the Amended PLTA, the City shall not transfer or nominate to any third party the right to receive (i) fee title to any Trust Parcel or Easement Parcel at any Initial or Subsequent Closing under the Amended CLTA or (ii) fee title to the Western Pacific Shoreline or an easement over the Western Pacific Easement Parcels at the Closing under the Amended PLTA.

7.4. Eminent Domain. If in the event of any taking under power of eminent domain prior to Closing subject to the provisions of either Section 17 of the Amended CLTA or Section 17 of the Amended PLTA and affecting any Trust Parcel, Easement Parcel, Western Pacific Easement Parcel or the Western Pacific Shoreline, and if both the City and Catellus conclude the taking is not "material" as defined in said Sections, all facts shall promptly be delivered to the State for its review in accordance with Section 15.4 hereof. The State may determine that a taking is material, notwithstanding the determinations of the City or Catellus to the contrary, if the State concludes that the taking is so extensive as to prevent the State from making the findings required by the Act.

Section 8. Events of Default, Remedies, and Termination.

8.1. Default. Subject to any extensions of time by mutual consent in writing, and subject to any delays or extensions permitted by the Amended CLTA, the Amended PLTA, or this Agreement, any failure by a Party to perform any obligation arising under this Agreement shall constitute an “**Event of Default**” of this Agreement, including any failure by a Party to convey land or grant an easement, provided that for any failure, such failure continues and is not cured within thirty (30) days following receipt of written notice thereof from another Party.

8.2. Remedies - Generally. Upon an Event of Default, the nondefaulting Party or Parties shall have the right, in addition to all other rights and remedies available at law or in equity, except as limited by this Agreement, to (i) bring any proceeding in the nature of specific performance, injunctive relief or mandamus, (ii) bring any action at law (except as limited by the provisions of Section 8.7) or in equity as may be permitted by operation of law or this Agreement, and (iii) pursue any other remedy or action permitted under this Agreement.

8.3. Specific Performance Appropriate. The Parties acknowledge that each of the parcels which are the subject of this Agreement is unique and that the obligations of the Parties hereunder to convey land or easements shall be subject to enforcement by specific performance or mandatory injunction upon any Event of Default, in addition to any other remedy available to a Party at law or in equity as a result of any such Event of Default (except as otherwise restricted by this Agreement).

8.4. Termination of Amended PLTA and Amended CLTA. This Agreement shall automatically terminate upon any termination of the Amended CLTA prior to the Initial Closing thereunder or upon any termination of the Amended PLTA prior to the Closing thereunder; provided, however, that in the event the Contribution Agreement remains effective notwithstanding a termination of either the Amended CLTA or the Amended PLTA, this Agreement shall remain in full force and effect to the extent necessary to accomplish the purposes of the Contribution Agreement, and the City, Catellus, and the State will undertake in good faith to amend or modify this Agreement accordingly.

8.5. Effect of Termination - Generally. Termination of this Agreement, for any reason or by any Party, shall not limit or otherwise affect (i) any right or duty that, by the terms of this Agreement, the Other Agreements or any of them, survives the termination of this Agreement; or (ii) the limitation on the rights of the Parties to seek damages, except to the extent permitted by Section 8.7, arising out of a breach of this Agreement, including the Event of Default for which this Agreement has been terminated.

8.6. Effective Date of Termination. Termination of this Agreement shall be effective as of the date specified in any notice of intent to terminate pursuant to which the Agreement terminates.

8.7. Limitation on Monetary Damages. The Parties have determined that monetary damages generally are inappropriate and that it would be extremely difficult and impractical to fix or determine the actual damages to a Party as a result of a breach or an Event of Default

hereunder and that equitable remedies and remedies at law not including damages are particularly appropriate remedies for enforcement of this Agreement. The City, the State, and Catellus would not have entered into this Agreement if any of them were to be liable in damages under or with respect to this Agreement other than as explicitly set forth in this Section. The Parties have agreed that each Party hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement; provided that no Party shall be liable in damages to another, to any transferee of Catellus or the City or any other Person or entity, and each Party covenants not to sue for or claim any damages, and expressly waives its right to do so (A) for any breach of, or which arises out of, this Agreement; or (B) arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement. Nothing under this Section 8.7 shall, however, limit any party's ability to recover amounts owed pursuant to Section 10.

8.8. Limitation on Personal Liability. Notwithstanding anything to the contrary in this Agreement, no elective or appointive board or commission, or member of a board or commission, officer, agent or employee of the City or the State, and no partner, officer, director, shareholder, trustee, beneficiary, employee, or agent of Catellus, shall be personally liable upon any of the obligations of the City, the State, or Catellus under this Agreement, and each Party shall, subject to the limitations of Section 8.7, look solely to the assets of Catellus, the City, or the State (as the case may be) and shall have no right of recourse against the assets of any other Person described in this Section 8.8.

Section 9. Notices.

9.1. Notices. 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, 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 number as may be provided from time to time.

Port and
City:

Port Director
Port of San Francisco
Ferry Building
San Francisco, California 94111
Telefacsimile: (415) 274-0528

and

Director of Administrative Services
401 Van Ness Avenue
San Francisco, California 94102
Telefacsimile: (415) 554-4849

with
copies to:

City Attorney, City of San Francisco
1390 Market Street
San Francisco, California 94102
Telefacsimile: (415) 554-4248

and

Director of Property
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Telefacsimile: (415) 554-9875

Catellus:

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

with
copies to:

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

and

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

State:

State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, California 95825-8202
Attention: Blake D. Stevenson
Telefacsimile: (916) 574-1925

with
copies to: Office of the Attorney General
State of California
1515 Clay Street
Oakland, California 94612
Attention: Dennis M. Eagan,
Deputy Attorney General
Telefacsimile: (510) 622-2270

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 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.

9.2. Content. Every notice (other than the giving or withholding of consent, approval or satisfaction under this Agreement, but including requests therefor) shall comply with the following requirements. Each such notice shall state: (i) the Section of this Agreement pursuant to which the notice is given and (ii) the period of time within which the recipient of the notice must respond or if no response is required, a statement to that effect. Each request for consent or approval shall contain reasonably sufficient data or documentation to enable the recipient to make an informed decision. If a notice complies with requirements (i) and (ii) of this Section 9.2, it shall not be deemed defective because it is not accompanied with adequate data or documentation unless the Party to whom the notice is given objects in writing to the adequacy of the notice before the sooner of twenty (20) days after receipt of the notice, or expiration of the time period in which the recipient of the notice would be required to respond to an adequate notice.

9.3. Conclusive Presumptions. If any person, including any Party, that receives any notice that pertains to an Event of Default or an intention to terminate does not notify the person that sent the notice of any alleged deficiencies in the form, content, or delivery of the notice within twenty (20) days after receipt of the notice, the notice shall be conclusively presumed to comply with all provisions of this Agreement.

Section 10. Litigation Expenses.

10.1. Litigation Expenses. If any Party brings an action or proceeding (including, without limitation, any cross-complaint, counterclaim, or third-party claim) against any other Party by reason of an Event of 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 10 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.

10.2. Appeals. Attorneys' fees under this Section 10 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.

10.3. Attorney General, City Attorney, Catellus In-house Counsel. For purposes of this Agreement, reasonable fees of attorneys of the State's Office of the Attorney General, the City's Office of City Attorney, and any in-house counsel for Catellus 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 the Attorney General's, the City Attorney's, or Catellus' in-house counsel's services were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the Office of the Attorney General or the Office of City Attorney, as the case may be, or, in the case of Catellus' in-house counsel, as employed by the outside counsel for Catellus.

Section 11. Time of Essence. It is agreed that time is of the essence of this Agreement.

Section 12. References; Titles. Wherever in this Agreement the context requires, references to the masculine shall be deemed to include the feminine and the neuter, and 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.

Section 13. Corrections of Technical Errors; Amendments.

13.1. Technical Error. If by reason of inadvertence, and contrary to the intention of the Parties, errors are made in this Agreement in the identification or characterization of any title exception for any Trust Parcel, Easement Parcel, Western Pacific Easement Parcel or the Western Pacific Shoreline, in a legal description or the reference to or within any Exhibit with respect to a legal description, in the boundaries of any parcel in any map or drawing which is an Exhibit, or in the typing of this Agreement, the Parties by mutual agreement may correct such error by memorandum executed by all Parties without the necessity of amendment of this Agreement.

13.2. Amendments. No amendment to this Agreement or any part hereof shall be valid unless it is in writing and signed by all the Parties. The Mayor and the Director of Property are authorized to execute on behalf of the City and the Port Director is authorized to execute on behalf of the Port Commission, any amendment that the Mayor and Director of Property jointly or the Port Director determines is in the best interests of the City or the Port, respectively, and that does not materially increase the City's or the Port's obligations or materially diminish the City's or the Port's rights under this Agreement. In addition, the City and Catellus shall have the right to modify, with the consent of The Regents, the boundaries of the First Contribution Parcel and the First Donation Parcel, so long as the First Contribution Parcel contains no less than 14.33 acres owned by Catellus and the First Donation Parcel contains no less than 4.76 acres of City

property which is not subject to the Burton Act Trust at the time of conveyance, in each case, inclusive of property transferred by Catellus or the City, as applicable, to The Regents pursuant to the Block 24 Agreement, and to otherwise modify their respective agreements with The Regents in any manner that does not alter the terms of this Agreement, except as to the boundary modifications authorized above.

13.3. Amendments to the Amended CLTA or Amended PLTA.

13.3.1. Pre-Closing. Notwithstanding anything to the contrary in the Amended CLTA or the Amended PLTA, the Parties agree that prior to the Closing, all proposed amendments to the Amended CLTA or the Amended PLTA will be submitted to the State before adoption by the parties to such agreements. The State shall have thirty (30) days after receipt thereof to determine if the proposed amendment may affect the State's rights or interests contemplated pursuant to this Agreement or pursuant to the Public Trust or the Burton Act or the Burton Act Trust (the "State's interests"). If the State determines that the State's interests may be affected by such amendment, the State shall notify the Parties of such determination within the said thirty (30) days and the amendment shall be submitted to the State Lands Commission for approval, it being understood that some approvals may be made by the Executive Officer and some may require full Commission consideration, which approval the State shall endeavor promptly to provide. Only if the State determines that the State's interests will not be affected, or if the State fails to notify the Parties of the State's determination within said thirty (30) days, may the parties to the Amended CLTA or the Amended PLTA, as the case may be, proceed with the amendment without the necessity of State approval.

13.3.2. Post-Closing. After the Closing, the Parties shall promptly provide the State with copies of all proposed amendments to either the Amended CLTA or Amended PLTA, but the State shall have no rights of prior approval of such amendments, except as provided by the Act.

Section 14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 15. Miscellaneous Provisions.

15.1. Table of Contents. The Table of Contents is for the purpose of convenience and is not to be deemed or construed in any way as a part of this Agreement or as supplemental thereto or amendatory thereof.

15.2. Independent Parties. The subject of this Agreement is public and private development with no Party acting as the agent of another Party in any respect. Each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Catellus, the affairs of the City, the affairs of the State, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor shall it be construed to

create any third party beneficiary rights in any Person who is not a Party, unless expressly otherwise provided.

15.3. Approvals and Consents. Unless otherwise herein provided, whenever approval, consent or satisfaction is required of a Party pursuant to this Agreement, it shall not be unreasonably withheld or delayed. The reasons for disapproval of consent shall be stated in reasonable detail in writing. Approval by a Party to or of any act or request by any other Party shall not be deemed to waive or render unnecessary approval to or of any similar or subsequent acts or requests. The requirements for approvals under this Agreement shall extend to and bind the partners, officers, directors, shareholders, trustees, beneficiaries, agents, elective or appointive boards, commissions, employees and other authorized representatives of each Party, and each such Person shall make or enter into, or take any action in connection with, any approval in accordance with these requirements.

15.4. Special State Approvals. For the purposes of Sections 6.2, 6.4 and 7.4 hereof, of Sections 3.1.3, 4.2.1, 5.1.2, 9.1, and 17 of the Amended PLTA, and of Sections 3.1.3, 4.2.1, 5.1.2, 9.1 and 17 of the Amended CLTA, whenever the approval or concurrence of the State is required, the following provisions shall apply. The facts concerning the title exception, alternative to clearing a title exception, the proposed taking by power of eminent domain, or other matter which requires the State's approval, consent, or concurrence (the "Facts") shall be submitted to the State before adoption by the parties. Because of the nature of the issues here discussed, the parties recognize that most issues can and should be resolved by the State Lands Commission staff and Executive Officer, without a full Commission hearing. Therefore it is agreed that the State shall have fifteen (15) working days after receipt of all relevant Facts to grant or deny its approval, consent, or concurrence, as the case may be, or to notify the parties that the Facts must be presented to the full State Lands Commission for consideration, which consideration the State shall endeavor promptly to provide. If the State fails to grant or deny its approval, consent, or concurrence or to refer the Facts to the full Commission within said fifteen (15) working days, the State shall be deemed to have given the required approval, consent, or concurrence.

15.5. Severability. Except as is otherwise specifically provided for in this Agreement, invalidation of any provision of this Agreement, or of its application to any person, by judgment or court order shall not affect any other provision of this Agreement or its application to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect unless enforcement of this Agreement as invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

15.6. Entire Agreement; Supersedure. From and after the Effective Date, this Agreement replaces and supersedes the Original Agreement in its entirety. This Agreement contains all the representations and the entire agreement between the Parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded in total by this Agreement. No prior drafts of this Agreement or changes from those drafts to the executed

version of the Agreement shall be introduced as evidence in any litigation or other dispute resolution proceeding by any Party or other Person and no court or other body should consider those drafts in interpreting this Agreement.

15.7. Construction; Captions. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party in order to achieve the objective and purposes of the Parties. Any caption preceding the text of any Section, paragraph or subsection or in the Table of Contents is included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa.

15.8. Conduct. In all situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Parties. Each Party shall take all reasonably necessary measures to achieve the provisions of the Agreement.

15.9. Further Assurances. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and to do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement. The Executive Officer is authorized to execute on behalf of the State, the Mayor and the Director of Property are authorized to execute on behalf of the City, and the Port Director is authorized to execute on behalf of the Port, any closing or similar documents and any contracts, agreements, memoranda or similar documents with the State, regional and local entities that are necessary or proper to achieve the purposes and objectives of this Agreement, if the Executive Officer, the Mayor and Director of Property, or the Port Director, respectively, determines that the document is necessary or proper and is in the State's, the City's, or the Port's, as the case may be, best interests.

15.10. Cooperation and Non-Interference. No Party shall do anything that has the effect of harming or injuring the right of another Party to receive the benefits of this Agreement. Each Party shall refrain from doing anything that would render its performance under this Agreement impossible or would interfere with the ability of another Party to satisfy the conditions set forth in Section 6. Each Party shall do everything which this Agreement contemplates that the Party shall do to accomplish the objectives and purposes of this Agreement.

15.11. Heirs, Successors, and Assigns. All of the provisions, agreements, right, powers, standards, terms, waivers, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other Persons acquiring any Trust Parcel, Easement Parcel, or Western Pacific Easement Parcel, or any portion thereof, or any interest therein, whether by operation of laws or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns.

15.12. Interpretation. Unless otherwise specified, whenever in this Agreement reference is made to the Table of Contents, any Section or Exhibit, or any defined term, the reference shall

be deemed to refer to the Table of Contents, Section or Exhibit, or defined term of this Agreement. Any reference to a Section includes all subsections and subparagraphs of that Section. The use in this Agreement of the words “including,” “such as” or words of similar import when following any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific items or matters, whether or not language of non-limitation, such as “without limitation” or “but not limited to,” or words of similar import, is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.

15.13. Counterparts. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages which, when attached to this Agreement, shall constitute this as one complete Agreement. This Agreement may be executed in any number of counterparts each of which shall be deemed to be the original and all of which shall constitute one and the same Agreement.

15.14. Represented by Counsel. Each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of the Party’s choice in connection with the rights and remedies of and waivers by it contained in this Agreement and after such advice and consultation has presently and actually intended, with full knowledge of the Party’s rights and remedies otherwise available at law or in equity, to waive and relinquish those rights and remedies to the extent specified in this Agreement, and to rely solely on the remedies provided for in this Agreement with respect to any breach of this Agreement by any other Party, or any other right that such Party seeks to exercise.

15.15. Alternative Dispute Resolution. The Parties, by mutual agreement, may (or where required herein shall) submit any factual or other (to the extent the City or the State is not prohibited by law or otherwise from doing so) dispute arising under this Agreement to a non-binding arbitration, mediation or other alternative dispute resolution mechanism (“ADR”) or 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 Party of its or their agreement or (if it is not required hereunder) refusal to proceed within a reasonable time after receipt of the requesting notice. If the Parties agree (or are required by the terms hereof) 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 the Parties, or if required hereunder, in the manner specified by the Person or service conducting the ADR. The Parties may enter into operating memoranda from time to time to establish procedures for the initiation and conduct of such ADR mechanisms.

15.16. City Findings. By the execution of this Agreement, and for the reasons set forth in the findings and determinations made contemporaneously with the approval of this Agreement, the City finds and declares, pursuant to Sections 4-6 of the Act, that the transfers provided for herein are hereby approved.

15.17. State Findings. By the execution of this Agreement, and for the reasons set forth in the findings and determinations made contemporaneously with the approval of this Agreement, the State finds and declares, pursuant to Sections 4(b) and 5(b) of the Act, that the transfers provided for herein are hereby approved.

15.18. Agreement for Compromise and Settlement. It is expressly understood by the Parties that the provisions set forth in this Agreement have been agreed upon, among other things, for the purposes of compromising and settling the respective disputed interests of the Parties in lands within the Mission Bay Property and the Western Pacific Property.

15.19. No Admission or Effect if Agreement Not Made Effective. In the event the Closing does not occur and this Agreement is not recorded, nothing herein shall constitute, or be construed as, an admission by any Party or evidence concerning the boundaries, physical character, or character of title to or interest in lands within the Mission Bay Property or the Western Pacific Property.

15.20. No Effect on Other Lands. The provisions of this Agreement do not constitute, nor are they to be construed as, an admission by any Party or evidence concerning the boundaries, physical character, or character of title to or interest in any lands outside the Mission Bay Property and the Western Pacific Property.

15.21. No Effect on Other Government Jurisdiction. This Agreement has no effect whatsoever on the regulatory jurisdiction under the police power of any state entity not a party to this Agreement.

15.22. Recording of Agreement. A copy of this Agreement shall be recorded in the Office of the Recorder of the City and County of San Francisco, State of California, provided, however, that such recording shall be at the request of the City. In addition, immediately following the recordation of the documents described in Sections 5.1 and 5.2, the Parties shall execute, acknowledge and cause to be recorded in the Office of the Recorder of the City and County of San Francisco, State of California, a Notice of Satisfaction of Conditions (“**Conditions Satisfaction Notice**”) in the form of Exhibit “BB,” with respect to all property then owned in fee by Catellus within the Mission Bay Property (other than the Easement Parcels), which shall provide, among other things, that Catellus’ obligations under this Agreement and the Block 24 Agreement with respect to such property have been satisfied, except, with respect to Catellus’ obligations, if any, under Section 15.26. Recording of the Conditions Satisfaction Notice shall be at the request of the City.

15.23. Recording Notice of Termination. Upon any termination of this Agreement, provided no Party has delivered notice to the other Parties of such Party’s intent to commence litigation with respect to such termination and has not commenced such an action within thirty (30) days after the effective date of the termination, any Party may request the County Recorder to record a notice of termination of this Agreement at any time after the effective date of any such termination. Any notice of termination recorded under this Agreement shall describe with particularity the portions of the Mission Bay Property or Western Pacific Property to which it is applicable.

15.24. Mineral Rights. The Parties are aware that as of the Effective Date, Catellus does not hold title to subsurface mineral deposits associated with the Western Pacific Property and some parcels within the Mission Bay Property. The Parties further acknowledge that it is not the intention of the Parties to require any Party hereto to undertake any action or expend any money to acquire mineral rights which such Party has not held after January 1, 1990. Consequently, it is agreed that whenever the text of this Agreement requires a Party to convey mineral rights or permits a Party to reserve mineral rights, such requirements shall be deemed to apply only to such mineral rights as the Parties hereto held at any time after January 1, 1990.

15.25. Third Street N.A.P. Parcel.

(a) Delayed Release Parcel. Upon Catellus' written request, given at any time Catellus or its nominee has acquired fee title to the Delayed Release Parcel (but in no event prior to Closing or after the date which is thirty (30) years following the Effective Date), the State shall execute a patent in the nature of a quitclaim in the form of Exhibit "CC" hereto to Catellus or its nominee, as Catellus may direct, conveying, releasing and quitclaiming all of the State's right, title and interest held by the State by virtue of its sovereign trust title to tide and submerged lands, and including, without limiting the generality of the foregoing, any Public Trust and Burton Act Trust interests in and to the Delayed Release Parcel, and cause the same to be delivered to Catellus or as Catellus may direct, for recordation.

(b) Third Street N.A.P. Quitclaim Area. If at any time on or after the Closing and on or before the date which is thirty (30) years following the Effective Date, Catellus or the City acquires fee title to all or any portion of that certain real property described on Exhibit "DD" hereto and depicted on Exhibit "DD-1" hereof (the "Third Street N.A.P. Quitclaim Area"), then concurrently with such acquisition, Catellus or the City, as applicable, shall quitclaim to the State the Third Street N.A.P. Quitclaim Area (or portion thereof so acquired) (which quitclaim shall be substantially in the form of Exhibit "P" attached hereto) and the State shall thereafter quitclaim to the City the Third Street N.A.P. Quitclaim Area (or portion thereof so acquired) (which quitclaim shall be substantially the form of Exhibit "Q" attached hereto), for the purposes of effectuating the public trust uses provided for in the Act, subject to the Public Trust. Any such conveyance shall be subject to the provisions of Section 3.2, allowing for interim uses of such property.

15.26. Rights Upon Possible Reversion of Property Interests. If at any time subsequent to the Closing there is a reconveyance to Catellus pursuant to the terms of the Contribution Agreement of all or a portion of the property contributed by Catellus to The Regents pursuant to the Contribution Agreement ("**Catellus Contribution Property**"), or a reconveyance to the City pursuant to the City Donation Agreement of all or a portion of the property contributed by the City to The Regents pursuant to the City Donation Agreement ("**City Donation Property**"), then it is the intent of the parties to put themselves into an equivalent position with respect to claims or interests regarding the Public Trust, Burton Act Trust, or the terms, conditions, and reservations of the Burton Act (collectively "**Public Trust Claims**") to the extent of such reconveyances, as if the transactions contemplated herein had not occurred, by imposing the Public Trust on acreage equivalent to the acreage released from the Public Trust pursuant to this

Agreement (adjusted, however, to reflect any property retained by The Regents), subject to all of the terms and conditions hereinafter provided. If all of the Catellus Contribution Property and the City Donation Property are reconveyed by The Regents to Catellus and the City pursuant to the Contribution Agreement and the City Donation Agreement, then (i) the City shall quitclaim to the State 3.1 acres, consisting of the lands within Berry Street shown as part of the Street Reimposition Area on Exhibit "EE" hereto, and portions of Owens Street parallel to China Basin Channel which constitute part of the Street Reimposition Area shown on Exhibit "EE" hereto, and the State shall thereafter quitclaim such lands to the City, subject to the Public Trust, for the purposes of effectuating the public trust uses provided for in the Act, and (ii) the City and Catellus, as applicable, shall promptly execute quitclaims to the State conveying to the State a Public Trust Easement over (A) the balance of the lands labeled the Street Reimposition Area on Exhibit "EE" hereto consisting of approximately 8.2 acres, and (B) eight (8) acres of land designated for street or open space uses within the area shown as the Campus Reimposition Area on Exhibit "EE," in a location to be agreed upon by the Parties. If a portion of the Catellus Contribution Property and/or the City Donation Property is reconveyed to Catellus and/or the City, Catellus and/or the City shall quitclaim a fee interest to the State and/or convey to the State a Public Trust Easement over portions of the Street Reimposition Area and/or Campus Reimposition Area (such portions to be determined pursuant to the guidelines hereinafter provided), containing in the aggregate acreage equal to the product of the acreage of the Public Trust terminated on the City Streets (i.e., 19.3 acres) and a fraction which has as its numerator the total acreage reconveyed by The Regents to Catellus and the City pursuant to the Contribution Agreement and City Donation Agreement and as its denominator the total acreage contributed by Catellus and the City to The Regents pursuant to the Contribution Agreement and the City Donation Agreement. In determining where the Public Trust will be reimposed (and where a fee interest or a Public Trust Easement will be conveyed), the Parties shall: (i) first, to the extent the land reconveyed by The Regents to the City was, prior to conveyance to The Regents, owned by the City and subject to the Burton Act Trust ("Former Burton Act Streets"), cause the City to quitclaim in fee to the State first, acreage within the portions of Berry Street which are part of the Street Reimposition Areas and then acreage in the portions of Owens Street which are part of the Street Reimposition Areas and are parallel to the China Basin Channel, equal in the aggregate, to the acreage of the Former Burton Act Streets so reconveyed by The Regents to the City, whereupon the State shall quitclaim such lands to the City subject to the Public Trust, for the purpose of effectuating the public trust uses provided for in the Act; (ii) then, to the extent necessary, impose the Public Trust by conveying a Public Trust Easement over remaining portions of the Street Reimposition Area; (iii) then, to the extent necessary, impose the Public Trust by conveying a Public Trust Easement over the portions of the Campus Reimposition Area which are to be utilized for street purposes under the Redevelopment Plan; and (iv) finally, to the extent necessary, impose the Public Trust by conveying a Public Trust Easement over portions of the Campus Reimposition Area which are to be utilized for open space under the Redevelopment Plan. Nothing contained in this Section shall be deemed an admission by any party concerning or evidence of the validity or value of any Public Trust Claims. Upon the expiration, termination or written waiver by Catellus and the City of their rights to reconveyances under the Contribution Agreement and the City Donation Agreement, the State, the City and Catellus shall execute a notice of termination, in recordable form, of the State's rights under this Section 15.26 with respect to the Street Reimposition Area and the

Campus Reimposition Area. Upon the Closing under this Agreement, this Section shall supersede and replace Section 13.22 of the Block 24 Agreement in its entirety.

Section 16. Representations and Warranties of Catellus.

Catellus represents, warrants and covenants to the State the following:

16.1. Incorporation; Qualification; Status. Catellus 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

16.2. Authority. Catellus has full corporate 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 Catellus and no other corporate action on the part of Catellus is necessary to authorize the execution, delivery and performance of this Agreement.

16.3. Title to Trust Parcels, Easement Parcels, Western Pacific Easement Parcels and Western Pacific Shoreline. Other than as disclosed in the Preliminary Reports, to the actual knowledge of Catellus, there are no matters affecting title to the Trust Parcels, Easement Parcels or Western Pacific Easement Parcels owned by Catellus or the Western Pacific Shoreline that would materially interfere with the performance of Catellus' obligations under this Agreement. This representation with respect to said Trust Parcels, Easement Parcels, Western Pacific Easement Parcels and the Western Pacific Shoreline shall not survive the conveyance to the State of the Trust Parcels or the Western Pacific Shoreline or of the Public Trust Easements encumbering the Easement Parcels or Western Pacific Easement Parcels.

16.4. Conflicts and Consents. Except as set forth in a Certificate of Conflicts and Consents, to the actual knowledge of Catellus, the execution and delivery by Catellus of this Agreement and the consummation by Catellus of the transactions contemplated in it, will not violate any law or conflict with or result in any breach or violation of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or constitute an event or condition that would permit termination or acceleration of the maturity of, the Certificate of Incorporation or bylaws of Catellus or any indenture, mortgage, lease, agreement or other instrument or obligation to which Catellus is a party or by which it, or any portion of the Trust Parcels, Easement Parcels or Western Pacific Easement Parcels owned by Catellus or the Western Pacific Shoreline, may be bound or affected which would materially adversely affect the ability of Catellus to perform its obligations under the Agreement. To the actual knowledge of Catellus, no approval, authorization, consent or other order or action of, or filing or registration with, any Person is required for the execution, delivery and performance by Catellus of this Agreement.

16.5. Conflict with Order, etc. The execution, delivery and performance by Catellus of this Agreement will not conflict with any order, judgment or decree of any court, government, government agency or instrumentality, whether entered pursuant to consent or otherwise, by

which Catellus or any portion of the Trust Parcels, Easement Parcels, Western Pacific Easement Parcels or the Western Pacific Shoreline may be bound or affected.

16.6. Litigation. Except as set forth in a Certificate of Litigation, to the actual knowledge of Catellus, there is no litigation, action, arbitration, grievance, administrative proceeding, suit or claim filed and pending, nor is there, to the knowledge of Catellus, any investigation by a governmental agency of Catellus or any of its subsidiaries that, if adversely decided, could have a material adverse impact on Catellus' ability to perform its obligations under this Agreement.

16.7. Scope of Knowledge. As used in Sections 16.1 through 16.6, the "actual knowledge" of Catellus shall mean the actual personal knowledge of Donald Parker, Ralph Pickett, and Douglas B. Stimpson, who are the employees of Catellus most familiar with the subject matter of the representations made to the actual knowledge of Catellus in this Section 16.

16.8. Remedies. If, regardless of the lack of actual knowledge of Catellus, any of the foregoing representations and warranties proves incorrect, and as a result there is a material adverse effect on the ability of Catellus to perform its obligations under the Agreement, it shall be an Event of Default.

16.9. Certificates. Catellus shall deliver the certificates referred to in Sections 16.4 and 16.6 to the State Lands Commission prior to the date that this Agreement is scheduled for execution by the Governor of the State of California.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day first mentioned above.

STATE OF CALIFORNIA
STATE LANDS COMMISSION

ROBERT C. HIGHT
Executive Officer

APPROVED AS TO FORM:

Attorney General

By: _____
DENNIS M. EAGAN
Deputy Attorney General

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

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

WILLIE L. BROWN, JR.
Mayor

By: _____
NELSON C. RISING
President and Chief Executive Officer

ANTHONY J. DELUCCHI
Director of Property

By: _____
KATHLEEN SMALLEY
Senior Vice President, Corporate
Operations and General Counsel

PORT OF SAN FRANCISCO

By: _____
DOUGLAS F. WONG
Executive Director

APPROVED AS TO FORM:

LOUISE H. RENNE
City Attorney

By: _____
Neil Sekhri
Deputy City Attorney

By: _____
Jesse Capin Smith
Deputy City Attorney

Attest:

Clerk of the Board of Supervisors
Approved by Port Commission Resolutions 98-92, September 22, 1998.

Approved by Board of Supervisors Ordinance 332-98, October 26, 1998.

AGREEMENT CONCERNING THE PUBLIC TRUST

STATE OF CALIFORNIA)
)
COUNTY OF) ss.

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

WITNESS my hand and official seal.

NOTARY PUBLIC (Seal)

STATE OF CALIFORNIA)
)
COUNTY OF) ss.

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

WITNESS my hand and official seal.

NOTARY PUBLIC (Seal)

STATE OF CALIFORNIA)
)
COUNTY OF) ss.

On _____, before me, the undersigned, a Notary Public in and for said County and 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 he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

STATE OF CALIFORNIA)
)
COUNTY OF) ss.

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

WITNESS my hand and official seal.

NOTARY PUBLIC

STATE OF CALIFORNIA)
)
COUNTY OF) ss.

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

WITNESS my hand and official seal.

NOTARY PUBLIC

STATE OF CALIFORNIA)
)
COUNTY OF) ss.

On _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared KATHLEEN SMALLEY, 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 she executed the same in her authorized capacity, and that by her signature on the instrument she, or the entity upon behalf of which she acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

AGREEMENT CONCERNING THE PUBLIC TRUST

IN APPROVAL WHEREOF, I, _____, Governor of the State of California, have set my hand and caused the seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this ___ day of _____, one thousand nine hundred and ninety-_____.

Governor

Attest:

BILL JONES
Secretary of State

**AMENDED AND RESTATED
PORT LAND TRANSFER AGREEMENT**

EXHIBIT D

**EXHIBITS TO
AMENDED AND RESTATED AGREEMENT
CONCERNING THE PUBLIC TRUST**

(See Amended and Restated Agreement Concerning the Public Trust)

EXHIBIT E

AMENDED PORT LAND TRANSFER AGREEMENT

CATELLUS PERMITTED EXCEPTIONS

EXHIBIT E

TO THE AMENDED MISSION BAY PORT LAND TRANSFER AGREEMENT

PERMITTED EXCEPTIONS

I. TITLE EXCEPTIONS FOR WESTERN PACIFIC TRANSFER PARCEL PERMITTED AT INITIAL CLOSING¹

The Western Pacific Transfer Parcel will be affected by the following general Permitted Title Exceptions at Initial Closing:

- Current Taxes, a lien not yet due or payable²
- Mello-Roos Community Facilities District (CFD-90-1) and any future special tax lien of any other Mello-Roos Community Facilities District or Districts for which Catellus casts an affirmative vote) provided that the lien amount is zero while in City ownership³
- Validating Action
- Matters disclosed by a Record of Survey of the Line of Mean High Tide dated August, 1998, filed by KCA Engineers
- General ALTA survey related exceptions are not permitted, however, under Amended PLTA § 9.3 additional exceptions based upon an ALTA Survey may be permitted
- Restrictions required to be recorded for the benefit of the RWQCB pursuant to an approved RMP
- New exceptions pursuant to Amended PLTA § 9.5
- Rights of the following parties confirmed by judgments in the McEnerney actions⁴: City and County of San Francisco.
- Exceptions created by documents to be recorded at close of escrow pursuant to the Amended CLTA, the Amended PLTA and the Amended ACTPT.

In addition, the Western Pacific Transfer Parcel will be affected by the following specific Permitted Exceptions at close of escrow: the numbers shown for each exception correspond to the numbers shown for the exceptions in the preliminary title report for the Western Pacific Transfer Parcel.

¹ Western Pacific Transfer Parcel as shown on Amended PLTA Exhibit O-1.

² This exception will be removed if the title company agrees prior to closing to remove it.

³ This exception will be removed if the title company agrees prior to closing to remove it.

⁴ This general exception will be replaced with specific exceptions prior to closing. Rights of any other parties confirmed in the McEnerney Actions will be treated as permitted or unpermitted exceptions in the manner provided for in the Amended PLTA Section 9.5.

LOCATION/TITLE REPORT

PERMITTED EXCEPTIONS

**UNPERMITTED
EXCEPTIONS**

An area generally bounded by Army Street and
Twenty -Fifth Street, and Illinois and
Massachusetts Streets.
(Stuart Title Company Preliminary Title Report
for Western Pacific Transfer Parcel dated April
1, 1998)

- 4 Public Utilities Easements
- 5 Easement for Public Street
purposes
- 10 City Sewer Easement
- 11 Conditions of Sewer Easement
- 12 Conditions of Port/City Sewage
- 14 Port Land Transfer Agreement
- 15 Agreement Concerning The
Public Trust
- 22 Rights of Public in Public
Streets
- 24 Public Access Interests

- 6 Commerce Navigation and
Fisheries
- 7 Berkeley Decision Lands
- 8-9 Burton Act
- 13 State Easement
- 16 PALO
- 17 Catellus Reservations in
Quitclaim
- 19-21 McEnerney Actions
- 23 Easement Rights of Catellus
- 25 Unrecorded Leases⁵

P:\wd\48\4820\2026B PLTA EXHIBIT E.doc
As of 11/11/98

⁵ Catellus shall provide a certified rent roll prior to closing showing that CDC has entered into no leases affecting the parcel, other than a lease with the Port for use of the property.

EXHIBIT F

AMENDED PORT LAND TRANSFER AGREEMENT
LEGAL DESCRIPTIONS OF CITY FACILITIES PARCEL

EXHIBIT F
AMENDED
PORT LAND TRANSFER AGREEMENT
CITY FACILITIES PARCEL
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE OF FOURTH STREET NORTH 43°41'53" WEST 68.94 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 86°49'04" EAST 104.78 FEET; THENCE NORTH 03°10'56" WEST 275.00 FEET; THENCE SOUTH 86°49'04" WEST 240.00 FEET; THENCE SOUTH 03°10'56" EAST 116.77 FEET TO THE SOUTHWESTERLY LINE OF FOURTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 43°41'53" EAST 208.13 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 55,303 SQUARE FEET, MORE OR LESS.

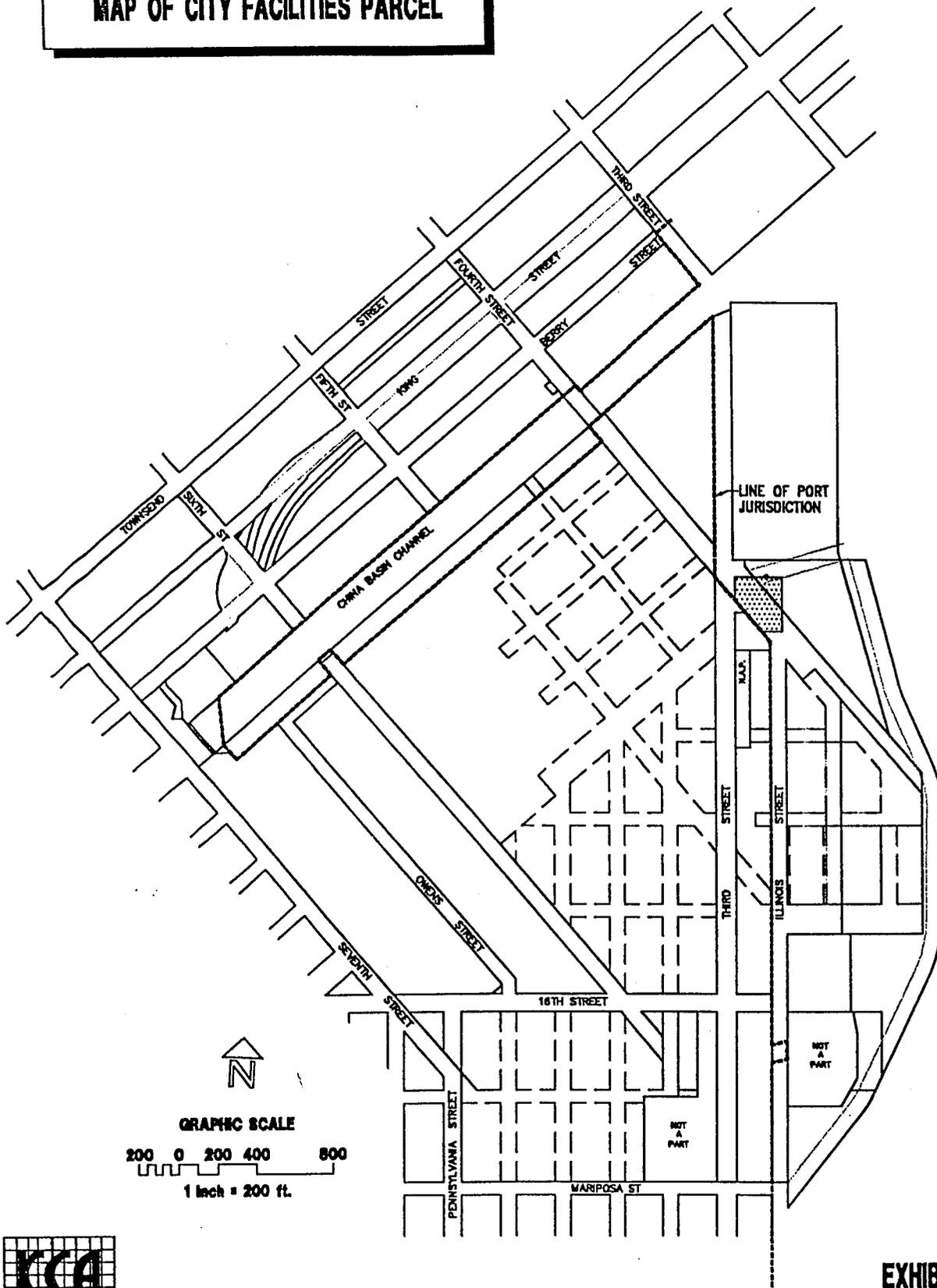
REVISED: 8/5/98, 10/26/98
PREPARED BY KCA ENGINEERS
6/26/98 JOB NO. 1936
AB
SA...PLTA_F1-1

EXHIBIT F-1

AMENDED PORT LAND TRANSFER AGREEMENT

MAP OF CITY FACILITIES PARCEL

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF CITY FACILITIES PARCEL**



97.0493 / L PLTA-F1

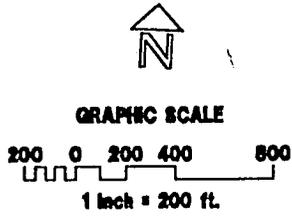


EXHIBIT F-1
SHEET 1 OF 1

8/07/98

EXHIBIT G

AMENDED PORT LAND TRANSFER AGREEMENT

EXISTING USES

EXHIBIT G

AMENDED AND RESTATED PORT LAND TRANSFER AGREEMENT

EXISTING USES ON PORT PROPERTY

Maritime and Industrial Uses

1. Boat building, sales, rental, repair, private and public storage;
2. Berthing, mooring and fueling of vessels and equipment;
3. Vessel maintenance, including, without limitation, engineering and machine shops;
4. Water taxi service carrying passengers and light cargo within San Francisco Bay;
5. Administrative/general office use;
6. Warehousing, storage and related activities;
7. Parking;
8. Woodworking, furniture and cabinet manufacturing;
9. Delivery, storage, dealer preparation, shipment and maintenance of automobiles, vans, trucks, construction vehicles, and ancillary related administrative uses;
10. Private party container storage, vehicle storage, general office and incidental sales of moving and storage materials;
11. Port Maintenance Facility, including related storage, engineering, machine and carpentry shops.
12. Parking lot in support of the Giants ballpark;

Commercial and Recreational Uses

1. Restaurant and Bar;
2. Open space and parks;
3. General Parking;
4. General Office;
5. Boat clubs, boat launch, and appurtenant facilities;
6. Chandlery sales, storage, delivery and distribution and maritime rebated warehousing and storage;
7. Boat building, sales, rental and repair, private/public boat storage.

EXHIBIT H

AMENDED PORT LAND TRANSFER AGREEMENT

LEGAL DESCRIPTION OF PORT OPEN SPACE PARCELS

EXHIBIT H
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT OPEN SPACE PARCEL 1
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SIXTH STREET (82.50 FEET WIDE) WITH THE NORTHWESTERLY LINE OF OWENS STREET (50.00 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE OF SIXTH STREET NORTH 43°41'53" WEST 15.00 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 46°18'07" WEST 200.00 FEET; THENCE NORTH 43°41'56" WEST 85.00 FEET TO THE SOUTHEASTERLY LINE OF CHANNEL STREET (200.00 FEET WIDE); THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 46°18'07" WEST 455.05 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 43°41'53" EAST 100.00 FEET TO THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF OWENS STREET; THENCE ALONG SAID SOUTHWESTERLY PROLONGATION NORTH 46°18'07" EAST 655.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 48,505 SQUARE FEET, MORE OR LESS.

EXHIBIT H
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT OPEN SPACE PARCEL 2
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF CHANNEL STREET (200.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH $46^{\circ}18'07''$ WEST 1733.20 FEET TO THE NORTHEASTERLY LINE OF SIXTH STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE SOUTH $43^{\circ}41'53''$ EAST 100.00 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH $46^{\circ}18'07''$ EAST 1733.20 FEET TO THE SOUTHWESTERLY LINE OF FOURTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH $43^{\circ}41'53''$ WEST 100.00 FEET TO THE TO THE POINT OF BEGINNING.

CONTAINING 173,320 SQUARE FEET, MORE OR LESS.

EXHIBIT H
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT OPEN SPACE PARCEL 3
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE); THENCE SOUTH 44°33'32" EAST 1078.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 02°19'47" EAST 231.70 FEET; THENCE SOUTH 03°10'56" EAST 198.75 FEET; THENCE SOUTH 02°09'57" EAST 120.73 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 260.00 FEET, THROUGH A CENTRAL ANGLE OF 11°58'09", AN ARC DISTANCE OF 54.31 FEET TO A POINT OF TANGENCY; THENCE SOUTH 09°48'12" WEST 86.42 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 260.00 FEET, THROUGH A CENTRAL ANGLE OF 12°28'00", AN ARC DISTANCE OF 56.57 FEET TO A POINT OF TANGENCY; THENCE SOUTH 22°16'12" WEST 155.72 FEET; THENCE SOUTH 03°10'56" EAST 186.15 FEET; THENCE NORTH 22°16'12" EAST 323.80 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 340.00 FEET, THROUGH A CENTRAL ANGLE OF 12°28'00", AN ARC DISTANCE OF 73.98 FEET TO A POINT OF TANGENCY; THENCE NORTH 09°48'12" EAST 86.42 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 340.00 FEET, THROUGH A CENTRAL ANGLE OF 11°58'09", AN ARC DISTANCE OF 71.03 FEET TO A POINT OF TANGENCY; THENCE NORTH 02°09'57" WEST 121.44 FEET; THENCE NORTH 03°10'56" WEST 198.86 FEET; THENCE NORTH 02°19'47" WEST 232.29 FEET; THENCE SOUTH 86°49'04" WEST 80.01 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 80,480 SQUARE FEET, MORE OR LESS.

EXHIBIT H
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT OPEN SPACE PARCEL 4
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE); THENCE SOUTH 47°35'52" EAST 1132.49 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 2°19'47" EAST 232.29 FEET; THENCE SOUTH 3°10'56" EAST 198.86 FEET; THENCE SOUTH 2°09'57" EAST 121.44 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 340.00 FEET, THROUGH A CENTRAL ANGLE OF 11°58'09", AN ARC DISTANCE OF 71.03 FEET TO A POINT OF TANGENCY; THENCE SOUTH 9°48'12" WEST 86.42 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 340.00 FEET, THROUGH A CENTRAL ANGLE OF 12°28'00", AN ARC DISTANCE OF 73.98 FEET TO A POINT OF TANGENCY; THENCE SOUTH 22°16'12" WEST 350.76 FEET; THENCE SOUTH 67°43'48" EAST 41.94 FEET, MORE OR LESS, TO THE ORDINARY HIGH WATER MARK OF THE SAN FRANCISCO BAY; THENCE ALONG SAID HIGH WATER MARK THE FOLLOWING COURSES: NORTH 17°34'32" EAST 73.31 FEET; SOUTH 85°03'28" EAST 30.37 FEET; NORTH 1°41'36" WEST 30.05 FEET; NORTH 76°02'28" EAST 8.35 FEET; NORTH 2°18'50" EAST 20.38 FEET; NORTH 86°49'04" EAST 10.54 FEET; NORTH 1°13'11" EAST 10.17 FEET; NORTH 86°03'44" WEST 3.15 FEET; NORTH 3°10'56" WEST 21.07 FEET; NORTH 73°51'55" EAST 50.48 FEET; NORTH 77°03'29" EAST 48.33 FEET; NORTH 4°13'29" WEST 21.46 FEET; NORTH 15°29'49" WEST 58.52 FEET; NORTH 75°30'57" EAST 9.95 FEET; NORTH 0°45'57" EAST 11.34 FEET; NORTH 85°35'35" WEST 17.72 FEET; NORTH 2°09'31" WEST 21.85 FEET; NORTH 82°52'31" EAST 11.35 FEET; NORTH 15°53'39" EAST 37.25 FEET; NORTH 0°38'05" EAST 56.77 FEET; NORTH 0°38'04" EAST 37.85 FEET; NORTH 10°18'44" WEST 30.45 FEET; NORTH 21°25'38" EAST 10.72 FEET; NORTH 48°28'13" EAST 11.95 FEET; NORTH 3°56'52" EAST 6.29 FEET; NORTH 84°01'37" EAST 16.03 FEET; NORTH 27°16'29" EAST 21.60 FEET; NORTH 17°36'14" EAST 39.05 FEET; NORTH 10°40'10" EAST 19.08 FEET; NORTH 27°38'30" WEST 14.14 FEET; NORTH 11°01'34" EAST 33.40 FEET; NORTH 7°34'36" WEST 7.99 FEET; NORTH 69°23'04" EAST

34.61 FEET; NORTH 13°48'50" WEST 28.61 FEET; NORTH 73°30'09" EAST 19.36 FEET;
NORTH 20°12'52" WEST 25.39 FEET; NORTH 68°23'43" EAST 7.84 FEET; NORTH
14°54'56" WEST 26.81 FEET; NORTH 67°39'06" EAST 12.07 FEET; NORTH 11°25'20"
WEST 23.69 FEET; NORTH 68°51'01" EAST 17.12 FEET; NORTH 13°25'27" WEST 72.48
FEET; NORTH 20°38'20" WEST 87.02 FEET; NORTH 15°50'37" WEST 126.43 FEET;
NORTH 21°11'15" WEST 115.94 FEET; THENCE LEAVING SAID ORDINARY HIGH WATER
MARK SOUTH 86°49'04" WEST 32.25 FEET TO THE TRUE POINT OF BEGINNING.

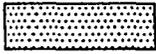
CONTAINING 89,213 SQUARE FEET, MORE OR LESS.

EXHIBIT H-1

AMENDED PORT LAND TRANSFER AGREEMENT

MAP OF PORT OPEN SPACE PARCELS

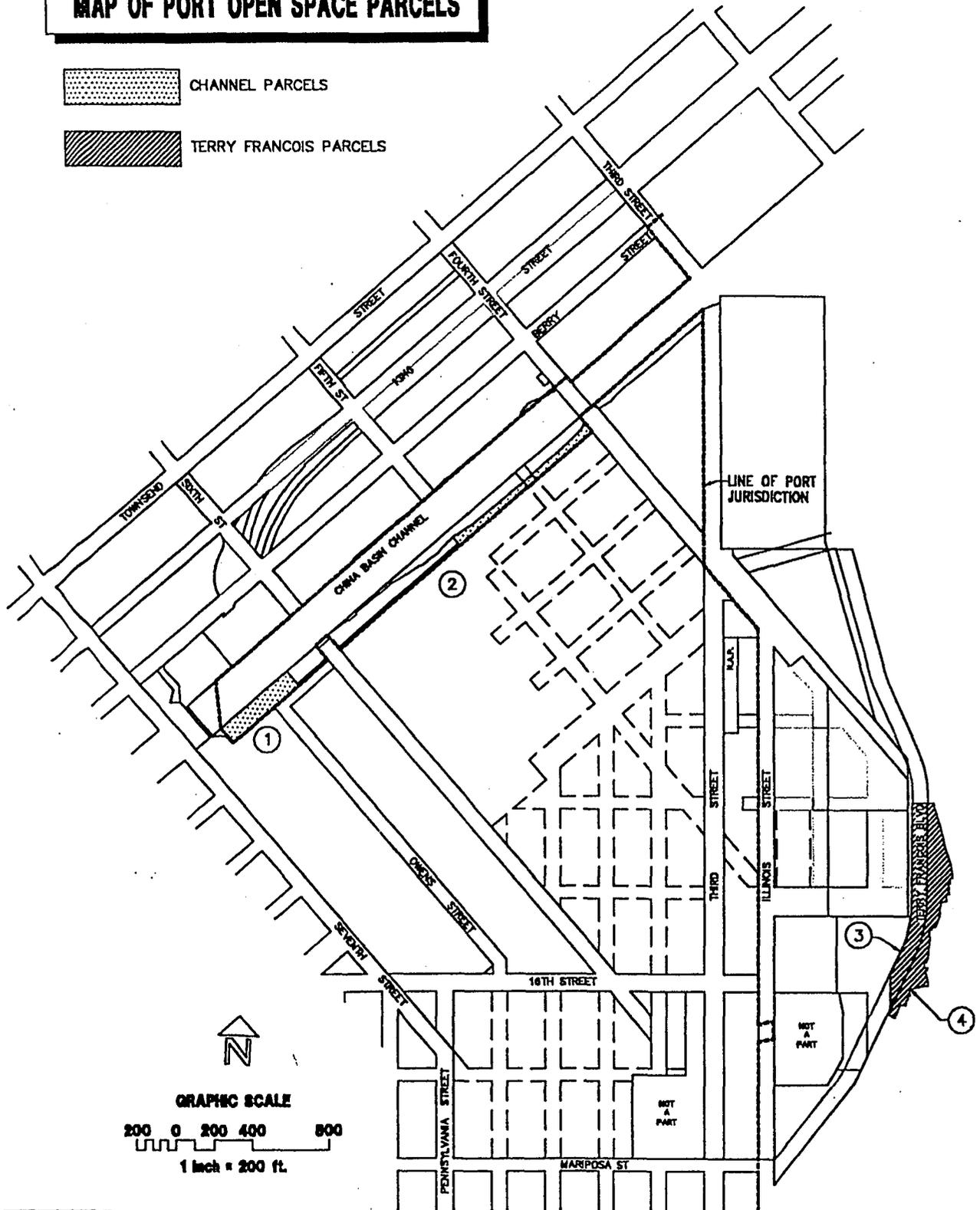
AMENDED PORT LAND TRANSFER AGREEMENT MAP OF PORT OPEN SPACE PARCELS



CHANNEL PARCELS



TERRY FRANCOIS PARCELS



GRAPHIC SCALE

200 0 200 400 800

1 inch = 200 ft.

98.0530 / L PLTA-H1



EXHIBIT H-1
SHEET 1 OF 2

8/11/98

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF PORT OPEN SPACE PARCELS**

LAND TRANSFER AREAS	
PARCEL NO.	AREA (acres)
1	1.11
2	1.16
3	1.85
4	2.05
TOTAL:	6.17

98.0530 / L PLTA-H1



EXHIBIT H-1
SHEET 2 OF 2

8/11/98

EXHIBIT I

AMENDED PORT LAND TRANSFER AGREEMENT

PORT PERMITTED EXCEPTIONS

EXHIBIT I

TO AMENDED MISSION BAY PORT LAND TRANSFER AGREEMENT

PERMITTED EXCEPTIONS

TITLE EXCEPTIONS FOR PORT TRANSFER PARCELS PERMITTED AT INITIAL CLOSING

All of the Port Transfer Parcels will be affected by the following general Permitted Title Exceptions at Initial Closing:

- Current Taxes, a lien not yet due and payable¹
- Mello-Roos Community Facilities District (CFD-90-1 and any future special tax lien of any other Mello-Roos Community Facilities District or Districts for which Catellus casts an affirmative vote)²
- Land Transfer Agreements are not Permitted Exceptions, except as otherwise indicated
- Validating Action
- General ALTA survey related exceptions are not permitted, however, under Amended PLTA § 9 additional exceptions, based upon an ALTA Survey, may be permitted
- Restrictions required to be recorded against a Port Transfer Parcel for the benefit of the RWQCB pursuant to an approved RMP
- Leases or Occupancy Agreements on Port Leasehold Parcels as further described in §1.58(viii) of the Amended PLTA
- South OPA and its exhibits, including the South OPA Financing Plan
- South Redevelopment Plan
- New exceptions pursuant to Amended PLTA § 9.5
- Easements and/or reservations contemplated by Amended PLTA §5.1.3(b)
- Unrecorded leases³

¹ As for those Port Transfer Parcels which are also Trust Parcels, this exception may be deleted if the Title Company agrees to delete it prior to Closing.

² As for those Port Transfer Parcels which are also Trust Parcels, this exception may be deleted if the Title Company agrees to delete it prior to Closing.

³ Leases entered into by Catellus as shown on a Catellus certified rent roll are general Permitted Exceptions. City and Port shall provide, prior to Closing, a certified rent roll showing no leases affecting the parcels, except as to the specific leases shown herein as Permitted Exceptions.

- Matters disclosed by the Record of Survey, if any, as listed in the applicable preliminary title reports for each parcel listed below
- Rights of the following parties confirmed by judgments in the City McEnerney actions:⁴ Catellus Development Corporation, the City and County of San Francisco, the Peninsula Corridors Joint Powers Board, the Union Pacific Railroad, Pacific Bell and P.G.&E.
- Exceptions created by documents to be recorded at the close of escrow pursuant to the Amended CLTA, the Amended PLTA and the Amended ACTPT.

In addition, the Port Transfer parcels will be subject to the specific Permitted Exceptions set forth below at closing: the number shown for each exception corresponds to the number for the exception set forth in the applicable preliminary title report.

PARCEL NO.⁵	LOCATION/TITLE REPORT	PERMITTED EXCEPTIONS	UNPERMITTED EXCEPTIONS
1	Portion east of Fourth Street and south of Port Line of Jurisdiction. (Stewart Title Company Preliminary Title Report PLTA 1, dated April 1, 1998)	4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 13 Amended CLTA 15 Amended ACPT 16 Catellus reservation in quitclaim 20 Lease to China Basin Ballpark Company 21 Rights of Public in Public Streets Amended PLTA	14 PALO 18-19 McEnerney Actions 22 Unrecorded leases

⁴ This general exception will be replaced by specific exceptions on a parcel by parcel basis prior to Closing. Rights of any other parties confirmed in the McEnerney Actions will be treated as permitted or unpermitted exceptions in the manner provided for in amended PLTA Section 9.5.

⁵ Parcel No. as indicated on Exhibit K-1 to the Amended PLTA.

PARCEL NO.⁵	LOCATION/TITLE REPORT	PERMITTED EXCEPTIONS	UNPERMITTED EXCEPTIONS
2 & 20	(2) generally triangle shaped portion east of the intersection of Third and Fourth Streets; (20) Portion along the edge of Fourth Street south of the Intersection of Third and Fourth Street. (Stewart Title Company Preliminary Title Report PLTA 2 & 20, dated April 1, 1998)	4 Public Trust Land not Tide and Submerged Land ⁶ 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 13 Amended CLTA 15 Amended ACTPT (Parcel 2 only) 16 Catellus reservation in quitclaim (Parcel 20 only) 20 Right of Public in Public Street (Parcel 20 only) 21 Abutters rights of Catellus (Parcel 20 only) Amended PLTA (Parcel 2 only)	14 PALO 18-19 McEnerney Action 22 Unrecorded Leases
3	(3) portion east of parcel 19 and west of Terry Francois Boulevard. (Stewart Title Company Preliminary Title Report PLTA 3, dated April 1, 1998)	4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 13 Amended CLTA 15 Amended ACTPT 16 Catellus Reservation in Quitclaim	14 PALO 17 City Water Main Easement 18 Conditions of Water Main Easement 20-21 McEnerney Action 22 Rights of Public in Public Streets 23 Easement Rights of Catellus 24 Unrecorded Leases

⁶ Public Trust exceptions 4-11 are Permitted Exceptions as to Parcel 2 only.

PARCEL NO. ⁵	LOCATION/TITLE REPORT	PERMITTED EXCEPTIONS	UNPERMITTED EXCEPTIONS
4 & 5	(4) A portion of Illinois Street north of Former Merrimac Street; (5) northern portion of former Michigan Street and a portion of current and former Fourth Street. (Stewart Title Company Preliminary Title Report PLTA 4 & 5, dated April 1, 1998)	<ul style="list-style-type: none"> 4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 13 Amended CLTA 15 Amended ACTPT 16 Catellus Reservation in Quitclaim 20 Rights of Public in Public Streets 21 Abutters Rights of Catellus Catellus Lease (Parcel No. 5 only) Amended PLTA 	<ul style="list-style-type: none"> 14 PALO 18-19 McEnerney Action 22 Unrecorded Leases

PARCEL NO. ⁵	LOCATION/TITLE REPORT	PERMITTED EXCEPTIONS	UNPERMITTED EXCEPTIONS
6 & 9	(6) A portion of Former Alameda Street with small portions extending along the eastern edge of Former Georgia Street and south along the western edge of Terry François Boulevard, (9) the easternmost portion of Former El Dorado Street and extending south along the edge of Terry François Boulevard. (Stewart Title Company Preliminary Title Report PLTA 6 & 9, dated April 1, 1998)	<ul style="list-style-type: none"> 4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 13 Amended CLTA 15 Amended ACTPT 16 Catellus Reservations in Quitclaim 20 Rights of the Public in a Public Street 21 Abutters Rights of Catellus Catellus Lease Amended PLTA 	<ul style="list-style-type: none"> 14 PALO 18-19 McEnerney Action 22 Unrecorded Leases
7	Portion southwest of intersection of 16th Street and Terry Francois Boulevard. (Stewart Title Company Preliminary Title Report PLTA 7, dated April 1, 1998)	<ul style="list-style-type: none"> 4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 13 Amended CLTA 15 Amended ACTPT 16 Catellus Reservations in Quitclaim 18 Union Oil deed mineral rights reservation Amended PLTA 	<ul style="list-style-type: none"> 14 PALO 19 Unrecorded Leases

PARCEL NO.⁵	LOCATION/TITLE REPORT	PERMITTED EXCEPTIONS	UNPERMITTED EXCEPTIONS
8	A portion extending northeast from the intersection of Mariposa Street, Illinois Street, and Terry Francois Boulevard. (Stewart Title Company Preliminary Title Report PLTA 8, dated April 1, 1998)	4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 13 Amended CLTA 15 Amended ACTPT 16 Catellus Reservations in Quitclaim Union Oil Deed mineral rights reservation Amended PLTA	14 PALO 18 Unrecorded Leases
10	A portion extending south of Former El Dorado Street, including said street, and Portions of Illinois, Former Michigan and Former Georgia Street. (Stewart Title Company Preliminary Title Report PLTA 10, dated April 1, 1998)	16 Catellus reservations in Quitclaim 21 Abutters rights of Catellus Acknowledgement re: Affected Area	4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 14 PALO 18-19 McEnerney Action 20 Rights of Public in Public Street 22 Unrecorded Leases

PARCEL NO.⁵	LOCATION/TITLE REPORT	PERMITTED EXCEPTIONS	UNPERMITTED EXCEPTIONS
11 & 12	(11) Portion consisting of the eastern section of Illinois Street north of Mariposa Street, (12) portion consisting of eastern portion of Illinois Street south of 16th Street. (Stewart Title Company Preliminary Title Report PLTA 11 & 12, dated April 1, 1998)	13 Amended City Land Transfer Agreement ⁷ 15 Amended Agreement Concerning the Public Trust 16 Catellus reservations in quitclaim 20 Right of Public in Public Street 21 Easement Rights of owner's abutting Public Streets Amended PLTA	4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 14 PALO 18-19 McEnerney Action 22 Unrecorded Leases
13 & 14	(13) Portion consisting of the western edge of Illinois Street North of Mariposa Street; (14) portion consisting of the western edge of Illinois Street south of 16th Street. (Stewart Title Company Preliminary Title Report PLTA 13 & 14, dated April 1, 1998)	16 Catellus Reservation in Quitclaim 21 Abutters Rights of Catellus	4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 14 PALO 18-19 McEnerney Action 20 Rights of Public in Public Streets 22 Unrecorded Leases

⁷ Exceptions 13, 15, 20, 21 and the Amended PLTA are permitted at Initial Closing but not permitted at Final Closing.

PARCEL NO.⁵	LOCATION/TITLE REPORT	PERMITTED EXCEPTIONS	UNPERMITTED EXCEPTIONS
15 & 16	(15) Portion of Fourth Street east of the intersection of Third and Fourth Street; (16) Portion east of parcel 15, west of Terry Francois Boulevard. (Stewart Title Company Preliminary Title Report PLTA 15 & 16, dated April 1, 1998)	16 Catellus Reservation in quitclaim 21 Abutters rights of Catellus Acknowledgement re: Affected Area (Parcel No. 16 only)	4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 14 PALO 18-19 McEnerney Action 20 Rights of Public in Public Street 22 Unrecorded Leases
17 & 18	(17) Portion of Former Alameda Street and Illinois, Former Michigan and Former Georgia Street south of Former Alameda Street, (18) Portion of Illinois Street extending south from Former Merrimac Street. (Stewart Title Company Preliminary Title Report PLTA 17 & 18, dated April 1, 1998)	16 Catellus Reservation in Quitclaim 21 Abutters Rights of Catellus Acknowledgement re: Affected Area	4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 14 PALO 18-19 McEnerney Action 20 Rights of Public in Public Streets 22 Unrecorded Leases

PARCEL NO.⁵	LOCATION/TITLE REPORT	PERMITTED EXCEPTIONS	UNPERMITTED EXCEPTIONS
19	(19) Portions of Illinois and Fourth Streets extending south and east of the intersection of Fourth and Illinois Streets. (Stewart Title Company Preliminary Title Report PLTA 19, dated April 1, 1998)	16 Catellus Reservation in Quitclaim 17 City Water Main Easement 18 Conditions of Water Main Easement 23 Abutters Rights of Catellus Acknowledgement re: Affected Area	4 Public Trust Land not Tide and Submerged Land 5 Commerce, Navigation and Fisheries 6 Berkeley Decision 7-11 Burton Act 14 PALO 20-21 McEnerney Action 22 Rights of Public in Public Streets 24 Unrecorded Leases

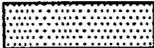
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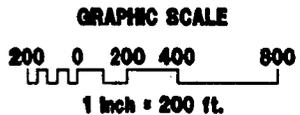
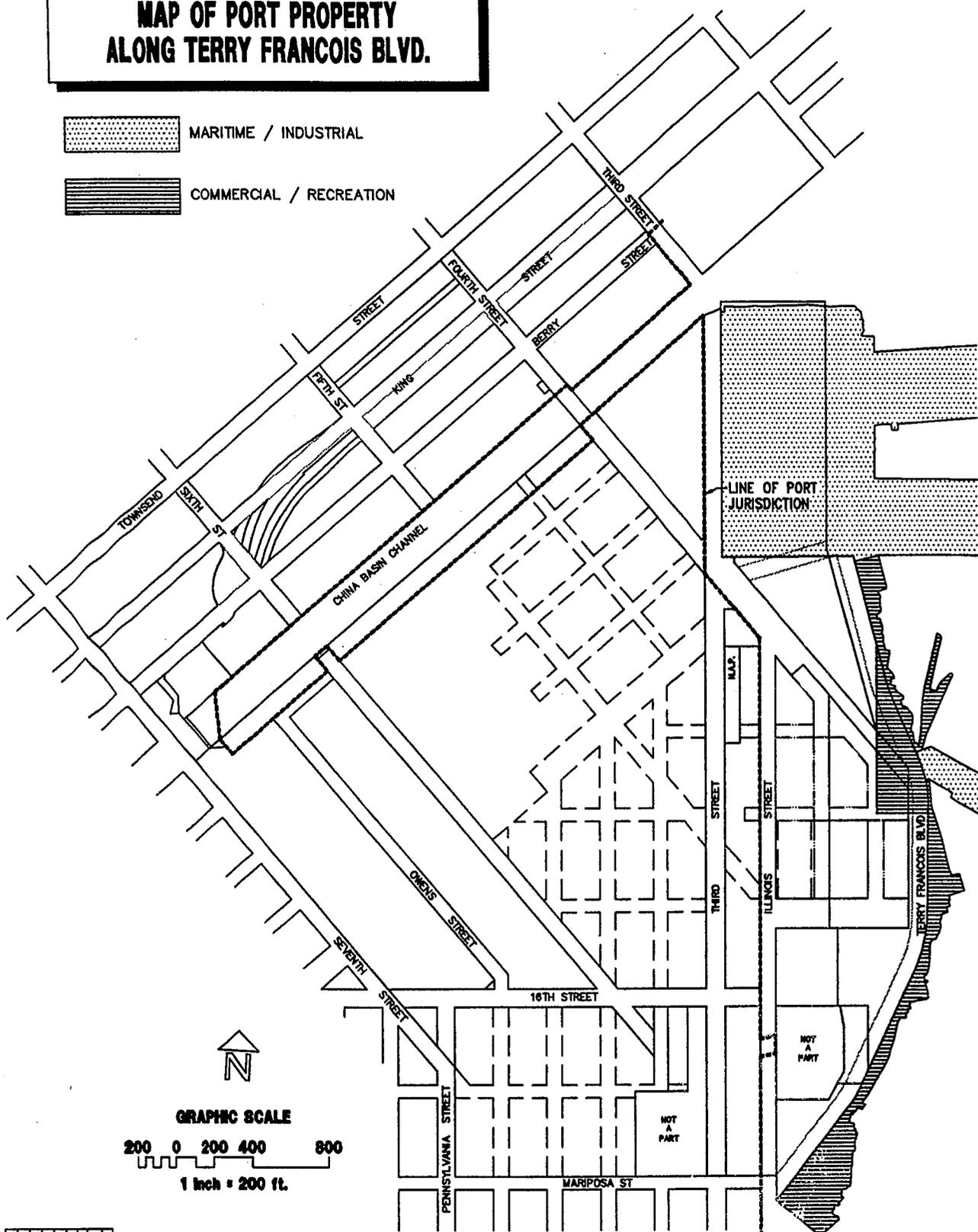
EXHIBIT J

AMENDED PORT LAND TRANSFER AGREEMENT

MAP OF PORT PROPERTY ALONG TERRY FRANÇOIS BOULEVARD

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

-  MARITIME / INDUSTRIAL
-  COMMERCIAL / RECREATION



97.0496 / L PLTA-J



EXHIBIT J
SHEET 1 OF 1

EXHIBIT K

AMENDED PORT LAND TRANSFER AGREEMENT

LEGAL DESCRIPTION OF PORT TRANSFER PARCELS

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 1
LEGAL DESCRIPTION

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

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

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

CONTAINING 14,958 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 2
LEGAL DESCRIPTION

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

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

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

CONTAINING 10,485 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 3
LEGAL DESCRIPTION

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

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

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

CONTAINING 15,957 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 4
LEGAL DESCRIPTION

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

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

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

CONTAINING 11,724 SQUARE FEET MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

**EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 5
LEGAL DESCRIPTION**

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

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

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

CONTAINING 39,555 SQUARE FEET MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

**EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 6
LEGAL DESCRIPTION**

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

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

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FORMER GEORGIA STREET (80.00 FEET WIDE) WITH THE NORTHERLY LINE OF FORMER EL DORADO STREET (150.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF FORMER EL DORADO STREET NORTH $86^{\circ}49'04''$ EAST 130.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 19.06 FEET; THENCE NORTH $02^{\circ}09'57''$ WEST 3.89 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 198.75 FEET; THENCE NORTH $02^{\circ}19'47''$ WEST 231.70 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 186.11 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 415.94 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 22.01 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY; THENCE SOUTH $03^{\circ}10'56''$ EAST 465.84 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 45.55 FEET TO SAID EASTERLY LINE OF FORMER GEORGIA STREET; THENCE ALONG SAID EASTERLY LINE NORTH $03^{\circ}10'56''$ WEST 25.59 FEET TO THE SOUTHERLY LINE OF FORMER ALAMEDA STREET (66.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 130.00 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH $03^{\circ}10'56''$ EAST 400.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 20,913 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND

EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED
AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333,
STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE
TERMS AND PROVISIONS SET FORTH THEREIN.

7 of 30

REVISED: 8/5/98, 9/25/98, 10/13/98, 10/28/98
PREPARED BY KCA ENGINEERS
6/29/98 JOB NO. 1936
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EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 7
LEGAL DESCRIPTION

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

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

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

CONTAINING 35,765 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL OIL, GAS, GAS SHALE, OIL SHALE, COAL, PHOSPHATE, SODIUM, GOLD, SILVER, AND ALL OTHER MINERAL DEPOSITS TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE SUCH DEPOSITS BUT NOT INCLUDING ANY RIGHT TO OCCUPY OR USE THE SURFACE OF THE LAND OR ANY PART THEREOF AS EXCEPTED AND RESERVED BY UNION OIL COMPANY OF CALIFORNIA IN THE DEED TO THE STATE OF CALIFORNIA DATED OCTOBER 14, 1953 AND RECORDED DECEMBER 3, 1953 IN BOOK 6276 OF OFFICIAL RECORDS PAGE 519, SERIES C33806, CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

**EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 8
LEGAL DESCRIPTION**

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

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

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

CONTAINING 51,425 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 9
LEGAL DESCRIPTION

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

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

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

CONTAINING 43,637 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF

INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND
EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED
AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333,
STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE
TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 10
LEGAL DESCRIPTION

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

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, MAP BOOK "Y" AT PAGES 62-82 (REEL F679, IMAGE 620), IN THE OFFICE OF 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 NORTHERLY LINE OF SIXTEENTH STREET NORTH $86^{\circ}49'04''$ EAST 594.45 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH $03^{\circ}10'56''$ WEST 132.09 FEET; THENCE NORTH $86^{\circ}49'04''$ EAST 90.01 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 323.91 FEET TO THE NORTHERLY LINE OF FORMER EL DORADO STREET (150.00 FEET WIDE); THENCE ALONG LAST SAID NORTHERLY LINE SOUTH $86^{\circ}49'04''$ WEST 44.46 FEET TO THE EASTERLY LINE OF FORMER GEORGIA STREET (80.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE NORTH $03^{\circ}10'56''$ WEST 162.75 FEET; THENCE LEAVING SAID EASTERLY LINE SOUTH $86^{\circ}49'04''$ WEST 80.00 FEET TO THE WESTERLY LINE OF FORMER GEORGIA STREET; THENCE ALONG LAST SAID WESTERLY LINE SOUTH $03^{\circ}10'56''$ EAST 162.75 FEET TO SAID NORTHERLY LINE OF FORMER EL DORADO STREET; THENCE ALONG LAST SAID NORTHERLY LINE SOUTH $86^{\circ}49'04''$ WEST 200.00 FEET TO THE EASTERLY LINE OF FORMER MICHIGAN STREET (80.00 FEET WIDE); THENCE ALONG LAST SAID EASTERLY LINE NORTH $03^{\circ}10'56''$ WEST 162.75 FEET; THENCE LEAVING LAST SAID EASTERLY LINE SOUTH $86^{\circ}49'04''$ WEST 80.00 FEET TO THE WESTERLY LINE OF FORMER MICHIGAN STREET; THENCE ALONG LAST SAID WESTERLY LINE SOUTH $03^{\circ}10'56''$ EAST 162.75 FEET TO SAID NORTHERLY LINE OF FORMER EL DORADO STREET; THENCE ALONG LAST SAID NORTHERLY LINE SOUTH $86^{\circ}49'04''$ WEST 200.00 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG LAST SAID EASTERLY LINE NORTH $03^{\circ}10'56''$ WEST 162.75 FEET; THENCE LEAVING LAST SAID EASTERLY LINE SOUTH $86^{\circ}49'04''$ WEST 80.00 FEET TO SAID WESTERLY LINE OF ILLINOIS STREET; THENCE ALONG LAST SAID WESTERLY LINE SOUTH $03^{\circ}10'56''$ EAST 618.75 FEET TO THE POINT OF BEGINNING.

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CONTAINING 339,285 SQUARE FEET, MORE OR LESS

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 11
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF MARIPOSA STREET (66.00 FEET WIDE) WITH THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE SOUTH $86^{\circ}49'04''$ WEST 61.00 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 610.03 FEET TO THE SOUTHERLY LINE OF THE LAST NATURAL ORDINARY HIGH WATER MARK OF THE SAN FRANCISCO BAY AS SET FORTH IN THE DESCRIPTIVE NOTES AND PLAT OF SURVEY PREPARED BY G. F. ALLARDT FOR THE BOARD OF TIDE LANDS COMMISSIONERS, UNDER THE AUTHORITY OF THE ACT OF MARCH 30, 1868 (STATS 1867-68 CHAPTER DXLIII, PAGE 716) AND AS ALSO SET FORTH IN THE PATENT FROM THE UNITED STATES OF AMERICA TO THE CITY AND COUNTY OF SAN FRANCISCO DATED JANUARY 20, 1884 AND RECORDED OCTOBER 14, 1908, IN BOOK 1 OF PATENTS, PAGE 12, INSTRUMENT NO. J16832, RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, SAID HIGH WATER MARK, ALSO SOMETIMES REFERRED TO AS THE LINE OF SEGREGATION BETWEEN THE FORMER SALT MARSH AND TIDELANDS OF THE STATE OF CALIFORNIA AND THE RANCHO POTRERO NUEVO, AS THE SAME IS SET FORTH AND DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF LANDS TRANSFERRED IN TRUST TO THE CITY AND COUNTY OF SAN FRANCISCO", SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, FILED IN BOOK W OF MAPS, AT PAGES 66 THROUGH 72, IN THE CITY AND COUNTY OF SAN FRANCISCO RECORDER'S OFFICE, A COPY OF WHICH WAS RECORDED MAY 14, 1976, IN OFFICIAL RECORDS OF CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AT INSTRUMENT NO. Y88209, AND REFERRED TO THEREIN AS THE PUEBLO LINE OF 1883, AND ALSO LYING NORTHERLY FROM THE NORTHERLY LINE OF POTRERO NUEVO BLOCK NO. 315; THENCE ALONG SAID SOUTHERLY LINE NORTH $73^{\circ}49'04''$ EAST 62.60 FEET TO SAID EASTERLY LINE OF ILLINOIS

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STREET; THENCE ALONG SAID EASTERLY LINE SOUTH 03°10'56" EAST 624.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 37,641 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 12
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) WITH THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE SOUTH 03°10'56" EAST 150.33 FEET TO THE NORTHERLY LINE OF THE LAST NATURAL ORDINARY HIGH WATER MARK OF THE SAN FRANCISCO BAY AS SET FORTH IN THE DESCRIPTIVE NOTES AND PLAT OF SURVEY PREPARED BY G. F. ALLARDT FOR THE BOARD OF TIDE LANDS COMMISSIONERS, UNDER THE AUTHORITY OF THE ACT OF MARCH 30, 1868 (STATS 1867-68 CHAPTER DXLIII, PAGE 716) AND AS ALSO SET FORTH IN THE PATENT FROM THE UNITED STATES OF AMERICA TO THE CITY AND COUNTY OF SAN FRANCISCO DATED JANUARY 20, 1884 AND RECORDED OCTOBER 14, 1908, IN BOOK 1 OF PATENTS, PAGE 12, INSTRUMENT NO. J16832, RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, SAID HIGH WATER MARK, ALSO SOMETIMES REFERRED TO AS THE LINE OF SEGREGATION BETWEEN THE FORMER SALT MARSH AND TIDELANDS OF THE STATE OF CALIFORNIA AND THE RANCHO POTRERO NUEVO, AS THE SAME IS SET FORTH AND DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF LANDS TRANSFERRED IN TRUST TO THE CITY AND COUNTY OF SAN FRANCISCO", SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, FILED IN BOOK W OF MAPS, AT PAGES 66 THROUGH 72, IN THE CITY AND COUNTY OF SAN FRANCISCO RECORDER'S OFFICE, A COPY OF WHICH WAS RECORDED MAY 14, 1976, IN OFFICIAL RECORDS OF CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AT INSTRUMENT NO. Y88209, AND REFERRED TO THEREIN AS THE PUEBLO LINE OF 1883, AND ALSO LYING NORTHERLY FROM THE NORTHERLY LINE OF POTRERO NUEVO BLOCK NO. 315; THENCE ALONG SAID NORTHERLY LINE SOUTH 73°34'04" WEST 62.67 FEET; THENCE NORTH 03°10'56" WEST 164.70 FEET TO SAID SOUTHERLY LINE OF SIXTEENTH STREET; THENCE ALONG SAID SOUTHERLY LINE NORTH 86°49'04" EAST 61.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,608 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 13
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF MARIPOSA STREET (66.00 FEET WIDE) WITH THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 19.00 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 610.03 FEET TO THE SOUTHERLY LINE OF THE LAST NATURAL ORDINARY HIGH WATER MARK OF THE SAN FRANCISCO BAY AS SET FORTH IN THE DESCRIPTIVE NOTES AND PLAT OF SURVEY PREPARED BY G. F. ALLARDT FOR THE BOARD OF TIDE LANDS COMMISSIONERS, UNDER THE AUTHORITY OF THE ACT OF MARCH 30, 1868 (STATS 1867-68 CHAPTER DXLIII, PAGE 716) AND AS ALSO SET FORTH IN THE PATENT FROM THE UNITED STATES OF AMERICA TO THE CITY AND COUNTY OF SAN FRANCISCO DATED JANUARY 20, 1884 AND RECORDED OCTOBER 14, 1908, IN BOOK 1 OF PATENTS, PAGE 12, INSTRUMENT NO. J16832, RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, SAID HIGH WATER MARK, ALSO SOMETIMES REFERRED TO AS THE LINE OF SEGREGATION BETWEEN THE FORMER SALT MARSH AND TIDELANDS OF THE STATE OF CALIFORNIA AND THE RANCHO POTRERO NUEVO, AS THE SAME IS SET FORTH AND DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF LANDS TRANSFERRED IN TRUST TO THE CITY AND COUNTY OF SAN FRANCISCO", SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, FILED IN BOOK W OF MAPS, AT PAGES 66 THROUGH 72, IN THE CITY AND COUNTY OF SAN FRANCISCO RECORDER'S OFFICE, A COPY OF WHICH WAS RECORDED MAY 14, 1976, IN OFFICIAL RECORDS OF CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AT INSTRUMENT NO. Y88209, AND REFERRED TO THEREIN AS THE PUEBLO LINE OF 1883, AND ALSO LYING NORTHERLY FROM THE NORTHERLY LINE OF POTRERO NUEVO BLOCK NO. 315; THENCE ALONG SAID SOUTHERLY LINE SOUTH $73^{\circ}49'04''$ WEST 19.50 FEET TO SAID WESTERLY LINE OF ILLINOIS

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STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 03°10'56" EAST 605.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,549 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 14
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) WITH THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE SOUTH 03°10'56" EAST 169.17 FEET TO THE NORTHERLY LINE OF THE LAST NATURAL ORDINARY HIGH WATER MARK OF THE SAN FRANCISCO BAY AS SET FORTH IN THE DESCRIPTIVE NOTES AND PLAT OF SURVEY PREPARED BY G. F. ALLARDT FOR THE BOARD OF TIDE LANDS COMMISSIONERS, UNDER THE AUTHORITY OF THE ACT OF MARCH 30, 1868 (STATS 1867-68 CHAPTER DXLIII, PAGE 716) AND AS ALSO SET FORTH IN THE PATENT FROM THE UNITED STATES OF AMERICA TO THE CITY AND COUNTY OF SAN FRANCISCO DATED JANUARY 20, 1884 AND RECORDED OCTOBER 14, 1908, IN BOOK 1 OF PATENTS, PAGE 12, INSTRUMENT NO. J16832, RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, SAID HIGH WATER MARK, ALSO SOMETIMES REFERRED TO AS THE LINE OF SEGREGATION BETWEEN THE FORMER SALT MARSH AND TIDELANDS OF THE STATE OF CALIFORNIA AND THE RANCHO POTRERO NUEVO, AS THE SAME IS SET FORTH AND DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF LANDS TRANSFERRED IN TRUST TO THE CITY AND COUNTY OF SAN FRANCISCO", SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, FILED IN BOOK W OF MAPS, AT PAGES 66 THROUGH 72, IN THE CITY AND COUNTY OF SAN FRANCISCO RECORDER'S OFFICE, A COPY OF WHICH WAS RECORDED MAY 14, 1976, IN OFFICIAL RECORDS OF CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AT INSTRUMENT NO. Y88209, AND REFERRED TO THEREIN AS THE PUEBLO LINE OF 1883, AND ALSO LYING NORTHERLY FROM THE NORTHERLY LINE OF POTRERO NUEVO BLOCK NO. 315; THENCE ALONG SAID NORTHERLY LINE NORTH 73°34'04" EAST 19.52 FEET; THENCE NORTH 03°10'56" WEST 164.70 FEET TO SAID SOUTHERLY LINE OF SIXTEENTH STREET; THENCE ALONG SAID SOUTHERLY LINE SOUTH 86°49'04" WEST 19.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,172 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 15
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE), WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE OF THIRD STREET NORTH 03° 10' 56" WEST 45.26 FEET; THENCE LEAVING SAID EASTERLY LINE NORTH 70° 49' 53" EAST 249.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 03° 10' 56" WEST 2.75 FEET; THENCE NORTH 86° 49' 04" EAST 9.60 FEET; THENCE SOUTH 70° 49' 53" WEST 9.99 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 13 SQUARE FEET MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 16
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE OF FOURTH STREET NORTH 43°41'53" WEST 68.94 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 86°49'04" EAST 104.78 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 03°10'56" WEST 272.75 FEET; THENCE SOUTH 70°49'53" EAST 9.99 FEET; THENCE NORTH 86°49'04" EAST 340.52 FEET; THENCE SOUTH 03°10'56" EAST 275.00 FEET; THENCE SOUTH 86°49'04" WEST 350.12 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 96,270 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 17
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHERLY LINE OF FORMER ALAMEDA STREET (66.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE OF FORMER ALAMEDA STREET NORTH 86°49'04" EAST 200.00 FEET TO THE WESTERLY LINE OF FORMER MICHIGAN STREET (80.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE SOUTH 03°10'56" EAST 168.50 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 86°49'04" EAST 80.00 FEET TO THE EASTERLY LINE OF FORMER MICHIGAN STREET; THENCE ALONG SAID EASTERLY LINE NORTH 03°10'56" WEST 168.50 FEET TO SAID SOUTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG LAST SAID SOUTHERLY LINE NORTH 86°49'04" EAST 200.00 FEET TO THE WESTERLY LINE OF FORMER GEORGIA STREET (80.00 FEET WIDE); THENCE ALONG LAST SAID WESTERLY LINE SOUTH 03°10'56" EAST 168.50 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 86°49'04" EAST 80.00 FEET TO THE EASTERLY LINE OF FORMER GEORGIA STREET; THENCE ALONG LAST SAID EASTERLY LINE NORTH 03°10'56" WEST 142.91 FEET; THENCE LEAVING SAID EASTERLY LINE SOUTH 86°49'04" WEST 45.55 FEET; THENCE NORTH 03°10'56" WEST 91.59 FEET TO THE NORTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 86°49'04" WEST 594.45 FEET TO THE WESTERLY LINE OF ILLINOIS STREET; THENCE ALONG LAST SAID WESTERLY LINE SOUTH 03°10'56" EAST 234.50 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 86°49'04" EAST 80.00 FEET TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG LAST SAID EASTERLY LINE NORTH 03°10'56" WEST 168.50 FEET TO THE POINT OF BEGINNING.

25 of 30

CONTAINING 78,508 SQUARE FEET MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 18
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE NORTHERLY LINE OF FORMER ALAMEDA STREET (66.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE OF ILLINOIS STREET NORTH $03^{\circ}10'56''$ WEST 360.00 FEET TO THE SOUTHERLY LINE OF FORMER MERRIMAC STREET (66.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 200.00 FEET TO THE WESTERLY LINE OF FORMER MICHIGAN STREET (80.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE SOUTH $03^{\circ}10'56''$ EAST 360.00 FEET TO SAID NORTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG SAID NORTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 80.00 FEET TO THE EASTERLY LINE OF FORMER MICHIGAN STREET; THENCE ALONG LAST SAID EASTERLY LINE NORTH $03^{\circ}10'56''$ WEST 360.00 FEET TO SAID SOUTHERLY LINE OF FORMER MERRIMAC STREET; THENCE ALONG LAST SAID SOUTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 76.55 FEET TO THE SOUTHWESTERLY LINE OF FORMER FOURTH STREET (150.00 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH $43^{\circ}41'53''$ EAST 190.03 FEET TO THE WESTERLY LINE OF FORMER GEORGIA STREET (80.00 FEET WIDE); THENCE ALONG LAST SAID WESTERLY LINE SOUTH $03^{\circ}10'56''$ EAST 215.53 FEET TO SAID NORTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG LAST SAID NORTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 34.45 FEET; THENCE LEAVING LAST SAID NORTHERLY LINE NORTH $03^{\circ}10'56''$ WEST 374.25 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY; THENCE SOUTH $86^{\circ}49'04''$ WEST 584.45 FEET TO THE

27 of 30

WESTERLY LINE OF ILLINOIS STREET; THENCE ALONG LAST SAID WESTERLY LINE SOUTH 03°10'56" EAST 384.25 FEET TO SAID NORTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG LAST SAID NORTHERLY LINE NORTH 86°49'04" EAST 80.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 93,314 SQUARE FEET MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 19
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE) WITH THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE OF FOURTH STREET SOUTH 43°41'53" EAST 252.86 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 86°49'04" EAST 234.30 FEET; THENCE NORTH 03°10'56" WEST 275.00 FEET; THENCE SOUTH 86°49'04" WEST 478.57 FEET TO THE WESTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 03°10'56" EAST 275.00 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 86°49'04" EAST 80.00 FEET TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE NORTH 03°10'56" WEST 192.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 115,818 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K
AMENDED
PORT LAND TRANSFER AGREEMENT
PORT TRANSFER PARCEL 20
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE OF FOURTH STREET NORTH $43^{\circ}41'53''$ WEST 68.94 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH $86^{\circ}49'04''$ EAST 104.78 FEET; THENCE NORTH $03^{\circ}10'56''$ WEST 275.00 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 240.00 FEET TO THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID NORTHERLY PROLONGATION SOUTH $03^{\circ}10'56''$ EAST 116.77 FEET TO SAID SOUTHWESTERLY LINE OF FOURTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH $43^{\circ}41'53''$ EAST 208.13 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 55,303 SQUARE FEET, MORE OR LESS.

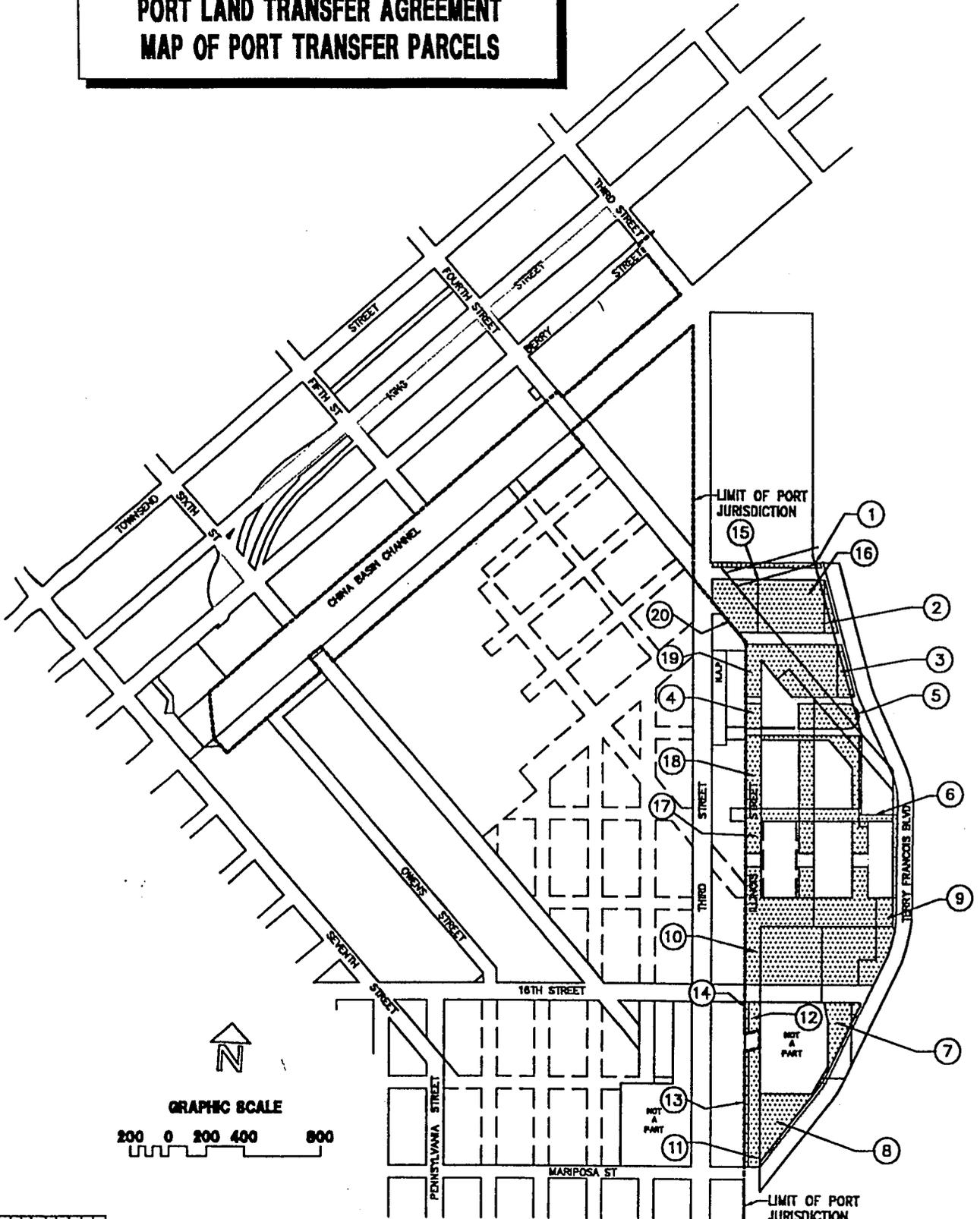
EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN CHAPTERS 1333, STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON THE TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT K-1

AMENDED PORT LAND TRANSFER AGREEMENT

MAP OF PORT TRANSFER PARCELS

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



97.0492 / L PLTA-K1

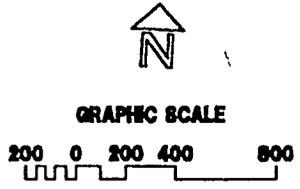


EXHIBIT K-1
SHEET 1 OF 2

8/4/98

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

LAND TRANSFER AREAS	
PARCEL NO.	AREA (acres)
1	0.34
2	0.24
3	0.37
4	0.27
5	0.91
6	0.48
7	0.82
8	1.18
9	1.00
10	7.79
11	0.86
12	0.22
13	0.27
14	0.07
15	0.00
16	2.21
17	1.80
18	2.14
19	2.66
20	1.27
TOTAL:	24.91

97.0492 / L PLTA-K1



EXHIBIT K-1
SHEET 2 OF 2

EXHIBIT L

AMENDED PORT LAND TRANSFER AGREEMENT

PRELIMINARY REPORTS

EXHIBIT L

TO AMENDED PORT LAND TRANSFER AGREEMENT

LIST OF TRANSFER PARCEL PRELIMINARY TITLE REPORTS¹

PORT TRANSFER PARCELS

PLTA 1	PLTA 7
PLTA 2, 15, 16 & 20	PLTA 8
PLTA 3 & 19	PLTA 10
PLTA 4, 6, 9, 13, 14, 17, & 18	PLTA 11 & 12
PLTA 5	

WESTERN PACIFIC PROPERTY

Western Pacific Shoreline Parcel
Western Pacific Easement Parcel
Western Pacific Transfer Parcel

¹ Preliminary Title Reports are as prepared by Stewart Title Company, dated as of April 1, 1998.

EXHIBIT M

AMENDED PORT LAND TRANSFER AGREEMENT

LEGAL DESCRIPTION OF WESTERN PACIFIC EASEMENT PARCELS

EXHIBIT M
AMENDED
PORT LAND TRANSFER AGREEMENT
WESTERN PACIFIC EASEMENT PARCEL
LEGAL DESCRIPTION

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

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF WESTERN PACIFIC PROPERTY", RECORDED _____, MAP BOOK " _ " AT PAGES _____ (REEL _____, IMAGE _____), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF WATER FRONT STREET (150.00 FEET WIDE) WITH THE NORTHERLY LINE OF FORMER TWENTY-SIXTH STREET (66.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE NORTH 3°10'56" WEST 278.63 FEET TO THE PRESENT LINE OF MEAN HIGH TIDE BEING THE MEAN HIGH WATER LINE AS SURVEYED ON 7-29-98 AT AN ELEVATION OF 2.98 FEET NGVD OF 1929 AS IT APPEARS ON THE ABOVE MENTIONED RECORD OF SURVEY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PRESENT LINE OF MEAN HIGH TIDE THE FOLLOWING COURSES: NORTH 72°07'12" WEST 16.98 FEET; NORTH 87°21'35" WEST 30.66 FEET; SOUTH 89°37'27" WEST 15.04 FEET; NORTH 70°35'14" WEST 36.20 FEET; NORTH 81°19'06" WEST 24.10 FEET; SOUTH 88°04'03" WEST 37.76 FEET; SOUTH 78°35'58" WEST 44.86 FEET; SOUTH 88°29'13" WEST 59.06 FEET; SOUTH 86°57'26" WEST 41.79 FEET; NORTH 84°42'30" WEST 46.55 FEET; NORTH 75°37'57" WEST 72.99 FEET; NORTH 53°46'01" WEST 52.73 FEET; NORTH 42°58'13" WEST 44.43 FEET; NORTH 40°31'14" WEST 63.27 FEET; NORTH 80°20'15" WEST 62.29 FEET; NORTH 81°18'41" WEST 105.20 FEET; NORTH 82°35'15" WEST 58.24 FEET; NORTH 59°00'21" WEST 24.29 FEET; NORTH 49°23'20" WEST 31.73 FEET; NORTH 22°23'19" WEST 39.34 FEET; NORTH 2°41'46" WEST 27.54 FEET; NORTH 5°06'09" EAST 30.22 FEET; NORTH 15°26'32" EAST 36.13 FEET; NORTH 2°50'27" EAST 19.02 FEET; NORTH 3°51'00" EAST 43.56 FEET; NORTH 13°12'09" WEST 19.87 FEET; NORTH 4°12'19" EAST 40.67 FEET; NORTH 22°19'28" EAST 5.75 FEET TO A LINE DRAWN PARALLEL TO AND PERPENDICULARLY DISTANT SOUTHERLY 43.77 FEET FROM THE SOUTHERLY LINE OF TWENTY-FOURTH STREET (100.00 FEET WIDE) AS SHOWN ON THE CITY AND COUNTY OF SAN FRANCISCO MONUMENT MAP NO. 328; THENCE ALONG SAID LINE SO DRAWN NORTH 86°49'04" EAST 573.68 TO THE EASTERLY LINE OF MASSACHUSETTS STREET (100.00 FEET WIDE); THENCE ALONG SAID EASTERLY

LINE NORTH 3°10'56" WEST 77.77 FEET TO THE SOUTHERLY LINE OF TWENTY-FOURTH STREET (66.00 FEET WIDE); THENCE ALONG LAST SAID SOUTHERLY LINE NORTH 86°49'04" EAST 200.00 FEET TO SAID WESTERLY LINE OF WATER FRONT STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 3°10'56" EAST 587.49 FEET TO THE TRUE POINT OF BEGINNING.

BEING A PORTION OF BLOCK NO. 500; AND ALSO PORTIONS OF MARYLAND STREET, DELAWARE STREET, MASSACHUSETTS STREET AND TWENTY-FIFTH STREET, ALL AS DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF GOLDEN CITY HOMESTEAD ASSOCIATION", RECORDED ON DECEMBER 12, 1865 IN MAP BOOKS "C" AND "D", AT PAGES 20 AND 21, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.

ALSO BEING ENTIRE BLOCK NO. 508; AND PORTIONS OF BLOCK NOS. 492, 501, AND 509, OF THE POTRERO NUEVO.

CONTAINING 341,914 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM THOSE PORTIONS OF THE ABOVE DESCRIBED REAL PROPERTY CONVEYED BY CATELLUS DEVELOPMENT CORPORATION TO THE CITY OF SAN FRANCISCO IN THAT CERTAIN DEED RECORDED APRIL 4, 1995, IN REEL G352, IMAGE 0252, INSTRUMENT NO. F775711, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXHIBIT M-1

AMENDED PORT LAND TRANSFER AGREEMENT

MAP OF WESTERN PACIFIC EASEMENT PARCELS

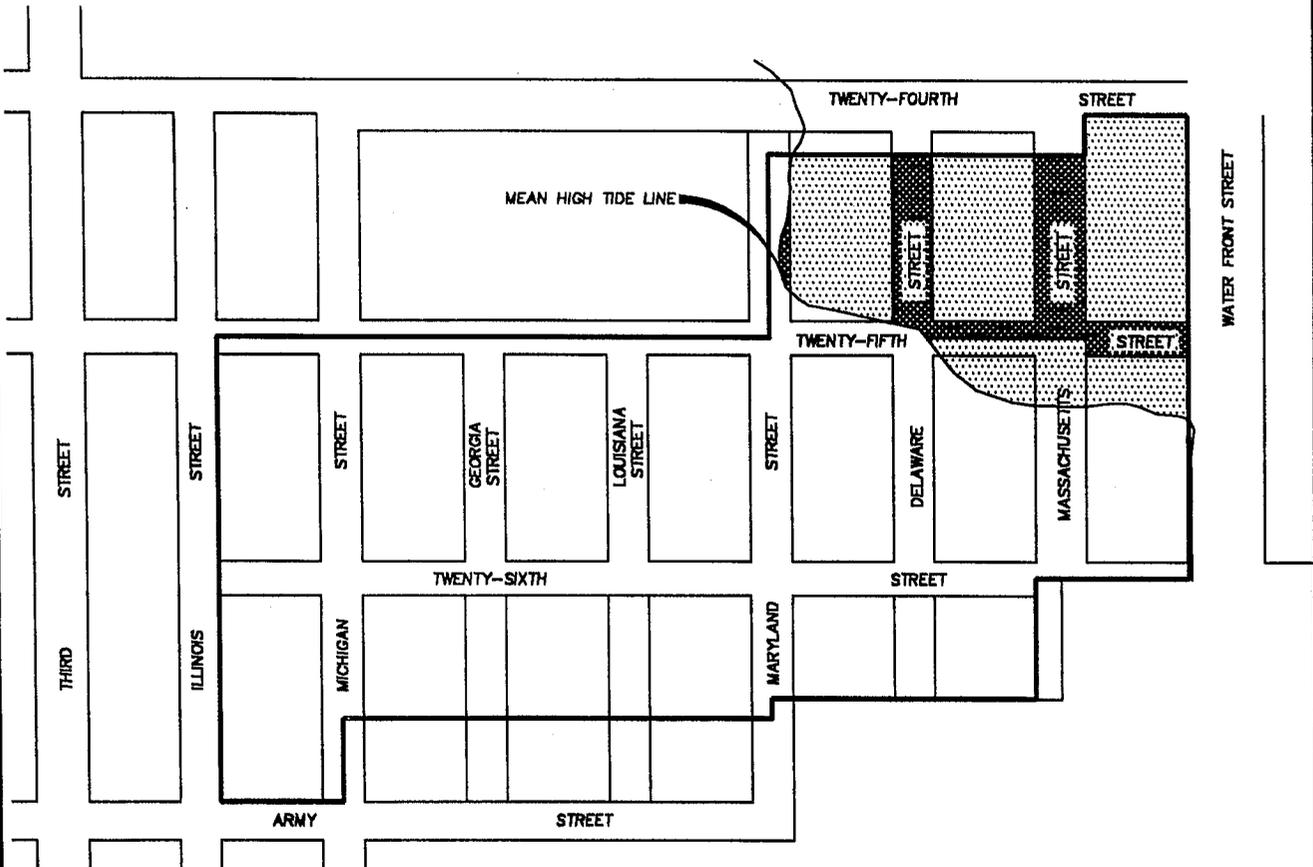
**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF WESTERN PACIFIC EASEMENT PARCEL**



EXCLUDED PROPERTY



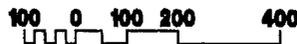
WESTERN PACIFIC EASEMENT PARCEL



98.0540 / L PLTA-M1



GRAPHIC SCALE



**EXHIBIT M-1
SHEET 1 OF 1**

11/16/98

EXHIBIT N

AMENDED PORT LAND TRANSFER AGREEMENT

LEGAL DESCRIPTION OF WESTERN PACIFIC SHORELINE

EXHIBIT N
AMENDED
PORT LAND TRANSFER AGREEMENT
WESTERN PACIFIC SHORELINE
LEGAL DESCRIPTION

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

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF WESTERN PACIFIC PROPERTY", RECORDED _____, MAP BOOK " " AT PAGES _____ (REEL _____, IMAGE _____), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF TWENTY-FIFTH STREET (66.00 FEET WIDE) WITH THE CENTER LINE OF MARYLAND STREET (80.00 FEET WIDE); THENCE ALONG SAID CENTERLINE OF MARYLAND STREET NORTH 3°10'56" WEST 113.73 FEET TO A LINE DRAWN PARALLEL TO AND DISTANT EASTERLY 25.00 FEET FROM THE PRESENT LINE OF MEAN HIGH TIDE BEING THE MEAN HIGH WATER LINE AS SURVEYED ON 7-29-98 AT AN ELEVATION OF 2.98 FEET NGVD OF 1929 AS IT APPEARS ON THE ABOVE MENTIONED RECORD OF SURVEY; THENCE ALONG SAID PARALLEL LINE THE FOLLOWING COURSES: NORTH 22°23'19" WEST 19.51 FEET; NORTH 2°41'46" WEST 33.58 FEET; NORTH 5°06'09" EAST 34.19 FEET; NORTH 15°26'32" EAST 3.78 FEET TO THE CENTER LINE OF MARYLAND STREET; THENCE ALONG SAID CENTER LINE OF MARYLAND STREET NORTH 3°10'56" WEST 152.05 FEET TO A LINE DRAWN PARALLEL TO AND PERPENDICULARLY DISTANT SOUTHERLY 43.77 FEET FROM THE SOUTHERLY LINE OF TWENTY-FOURTH STREET (100.00 FEET WIDE); THENCE ALONG SAID LINE SO DRAWN NORTH 86°49'04" EAST 46.32 FEET TO SAID PRESENT LINE OF MEAN HIGH TIDE; THENCE ALONG SAID PRESENT LINE OF MEAN HIGH TIDE THE FOLLOWING COURSES: SOUTH 22°19'28" WEST 5.75 FEET; SOUTH 4°12'19" WEST 40.67 FEET; SOUTH 13°12'09" EAST 19.87 FEET; SOUTH 3°51'00" WEST 43.56 FEET; SOUTH 2°50'27" WEST 19.02 FEET; SOUTH 15°26'32" WEST 36.13 FEET; SOUTH 5°06'09" WEST 30.22 FEET; SOUTH 2°41'46" EAST 27.54 FEET; SOUTH 22°23'19" EAST 39.34 FEET; SOUTH 49°23'20" EAST 31.73 FEET; SOUTH 59°00'21" EAST 24.29 FEET; SOUTH 82°35'15" EAST 58.24 FEET; SOUTH 81°18'41" EAST 105.20 FEET; SOUTH 80°20'15" EAST 62.29 FEET; SOUTH 40°31'14" EAST 63.27 FEET; SOUTH 42°58'13" EAST 44.43 FEET; SOUTH 53°46'01" EAST 52.73 FEET; SOUTH 75°37'57" EAST 72.99 FEET; SOUTH 84°42'30" EAST 46.55 FEET; NORTH 86°57'26" EAST 41.79

FEET; NORTH 88°29'13" EAST 59.06 FEET; NORTH 78°35'58" EAST 44.86 FEET; NORTH 88°04'03" EAST 37.76 FEET; SOUTH 81°19'06" EAST 24.10 FEET; SOUTH 70°35'14" EAST 36.20 FEET; NORTH 89°37'27" EAST 15.04 FEET; SOUTH 87°21'35" EAST 30.66 FEET; SOUTH 72°07'12" EAST 16.98 FEET TO THE WESTERLY LINE OF WATER FRONT STREET (150.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE SOUTH 3°10'56" EAST 311.63 FEET TO THE CENTER LINE OF FORMER TWENTY-SIXTH STREET (66.00 FEET WIDE); THENCE ALONG LAST SAID CENTER LINE SOUTH 86°49'04" WEST 118.97 FEET TO A LINE DRAWN PARALLEL TO AND DISTANT WESTERLY 125.00 FEET FROM SAID PRESENT LINE OF MEAN HIGH TIDE; THENCE ALONG SAID PARALLEL LINE THE FOLLOWING COURSES: NORTH 3°46'48" WEST 100.08 FEET; NORTH 2°31'37" WEST 89.31 FEET; NORTH 4°14'55" WEST 20.96 FEET; NORTH 70°35'14" WEST 13.64 FEET; NORTH 81°19'06" WEST 0.75 FEET; SOUTH 88°04'03" WEST 15.79 FEET; SOUTH 78°35'58" WEST 45.32 FEET; SOUTH 88°29'13" WEST 68.20 FEET; SOUTH 86°57'26" WEST 49.22 FEET; NORTH 84°42'30" WEST 65.57 FEET; NORTH 75°37'57" WEST 107.05 FEET; NORTH 53°46'01" WEST 88.68 FEET; NORTH 42°58'13" WEST 58.91 FEET; NORTH 40°31'14" WEST 20.67 FEET; NORTH 80°20'15" WEST 15.96 FEET; NORTH 81°18'41" WEST 102.74 FEET; NORTH 82°35'15" WEST 82.94 FEET; NORTH 59°00'21" WEST 60.90 FEET; NORTH 49°23'20" WEST 29.39 FEET TO THE CENTER LINE OF TWENTY-FIFTH STREET; THENCE ALONG LAST SAID CENTER LINE NORTH 86°49'04" EAST 45.67 FEET TO THE POINT OF BEGINNING.

BEING PORTIONS OF BLOCK NOS. 493, AND 500, AND ALSO PORTIONS OF MARYLAND STREET, DELAWARE STREET, MASSACHUSETTS STREET, TWENTY-FIFTH STREET AND TWENTY-SIXTH STREET, ALL AS DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF GOLDEN CITY HOMESTEAD ASSOCIATION", RECORDED ON DECEMBER 12, 1865 IN MAP BOOKS "C" AND "D", AT PAGES 20 AND 21, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.

ALSO BEING A PORTION OF BLOCK NOS. 492 AND 509, OF THE POTRERO NUEVO.

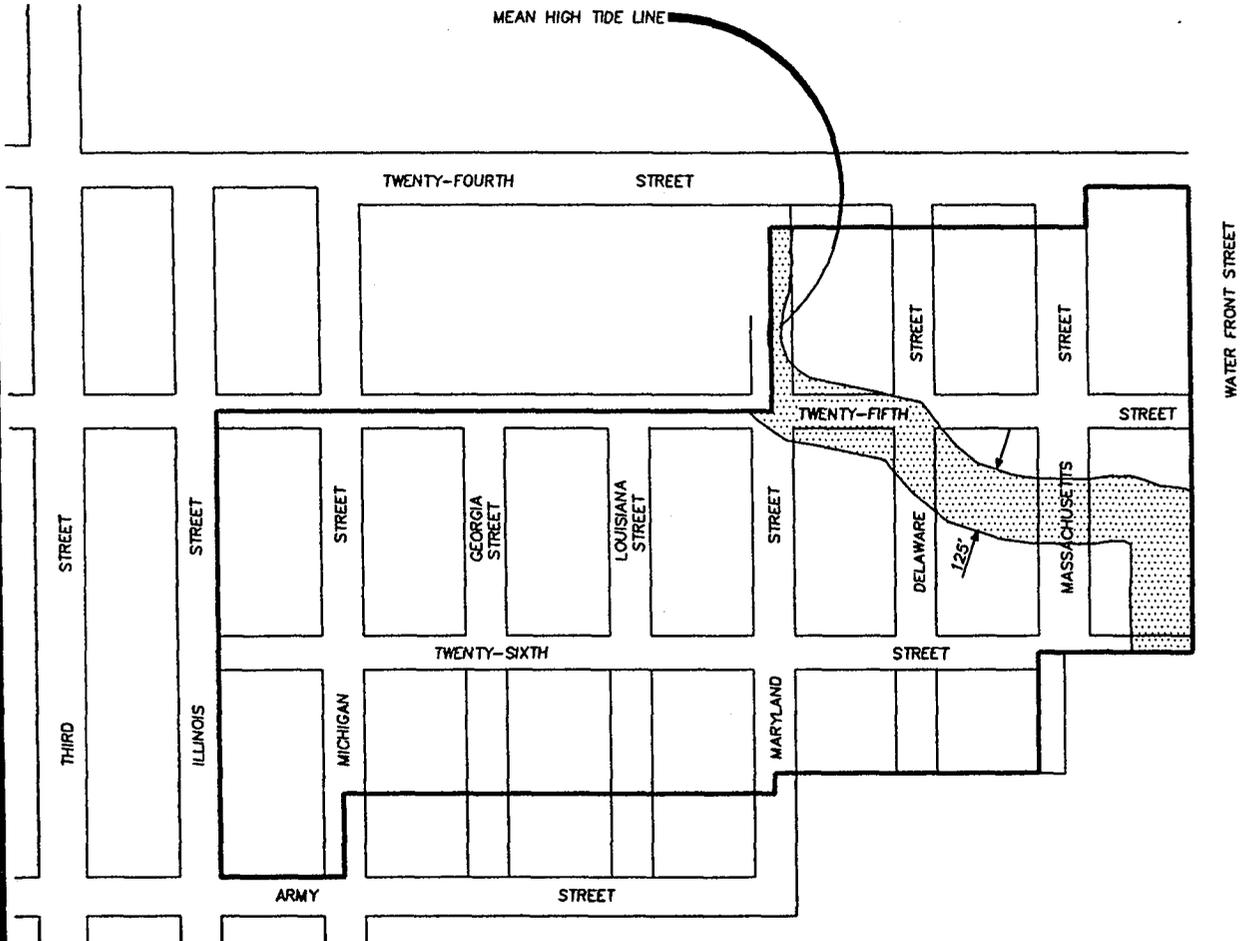
CONTAINING 144,782 SQUARE FEET, MORE OR LESS.

EXHIBIT N-1

AMENDED PORT LAND TRANSFER AGREEMENT

MAP OF WESTERN PACIFIC SHORELINE

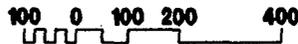
**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF WESTERN PACIFIC SHORELINE**



98.0251 / L PLTA-N1



GRAPHIC SCALE



**EXHIBIT N-1
SHEET 1 OF 1**

8/28/98

EXHIBIT O

AMENDED PORT LAND TRANSFER AGREEMENT

LEGAL DESCRIPTION OF WESTERN PACIFIC TRANSFER PARCELS

EXHIBIT O
AMENDED
PORT LAND TRANSFER AGREEMENT
WESTERN PACIFIC TRANSFER PARCEL
LEGAL DESCRIPTION

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

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF WESTERN PACIFIC PROPERTY", RECORDED _____, MAP BOOK " " AT PAGES _____ (REEL _____, IMAGE _____), IN THE OFFICE OF 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 NORTHERLY LINE OF ARMY STREET (75.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF ARMY STREET NORTH 86°49'04" EAST 240.00 FEET TO THE CENTER LINE OF MICHIGAN STREET (80.00 FEET WIDE); THENCE ALONG SAID CENTER LINE NORTH 3°10'56" WEST 161.00 FEET; THENCE NORTH 86°49'04" EAST 840.00 FEET TO THE CENTER LINE OF MARYLAND STREET (80.00 FEET WIDE); THENCE ALONG LAST SAID CENTER LINE NORTH 3°10'56" WEST 39.00 FEET; THENCE NORTH 86°49'04" EAST 520.00 FEET TO THE WESTERLY LINE OF MASSACHUSETTS STREET (100.00 FEET WIDE); THENCE ALONG LAST SAID WESTERLY LINE NORTH 3°10'56" WEST 233.14 FEET TO THE CENTER LINE OF FORMER TWENTY-SIXTH STREET (66.00 FEET WIDE); THENCE ALONG LAST SAID CENTER LINE NORTH 86°49'04" EAST 181.03 FEET TO A LINE DRAWN PARALLEL TO AND DISTANT WESTERLY 125.00 FEET FROM THE PRESENT LINE OF MEAN HIGH TIDE BEING THE MEAN HIGH WATER LINE AS SURVEYED ON 7-29-98 AT AN ELEVATION OF 2.98 FEET NGVD OF 1929 AS IT APPEARS ON THE ABOVE MENTIONED RECORD OF SURVEY; THENCE ALONG SAID PARALLEL LINE THE FOLLOWING COURSES: NORTH 3°46'48" WEST 100.08 FEET; NORTH 2°31'37" WEST 89.31 FEET; NORTH 4°14'55" WEST 20.96 FEET; NORTH 70°35'14" WEST 13.64 FEET; NORTH 81°19'06" WEST 0.75 FEET; SOUTH 88°04'03" WEST 15.79 FEET; SOUTH 78°35'58" WEST 45.32 FEET; SOUTH 88°29'13" WEST 68.20 FEET; SOUTH 86°57'26" WEST 49.22 FEET; NORTH 84°42'30" WEST 65.57 FEET; NORTH 75°37'57" WEST 107.05 FEET; NORTH 53°46'01" WEST 88.68 FEET; NORTH 42°58'13" WEST 58.91 FEET; NORTH 40°31'14" WEST 20.67 FEET; NORTH 80°20'15" WEST 15.96 FEET; NORTH 81°18'41" WEST 102.74 FEET; NORTH 82°35'15" WEST 82.94 FEET; NORTH 59°00'21" WEST 60.90 FEET; NORTH 49°23'20" WEST 29.39 FEET TO THE CENTER LINE OF TWENTY-FIFTH STREET (66.00 FEET WIDE); THENCE LEAVING SAID

PARALLEL LINE ALONG LAST SAID CENTER LINE SOUTH 86°49'04" WEST 1034.33 FEET, MORE OR LESS, TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE SOUTH 3°10'56" EAST 899.28 FEET TO THE POINT OF BEGINNING.

BEING ENTIRE BLOCK NOS. 433, 434, 440, 467, AND 474; AND PORTIONS OF BLOCK NOS. 439, 468, 473, 494, 499, 493, AND 500; AND ALSO PORTIONS OF MARYLAND STREET, DELAWARE STREET, MASSACHUSETTS STREET, TWENTY-FIFTH STREET, TWENTY-SIXTH STREET, LOUISIANA STREET, GEORGIA STREET AND MICHIGAN STREET, ALL AS DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF GOLDEN CITY HOMESTEAD ASSOCIATION", RECORDED ON DECEMBER 12, 1865 IN MAP BOOKS "C" AND "D", AT PAGES 20 AND 21, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.

ALSO BEING A PORTION OF BLOCK NO. 509 OF THE POTRERO NUEVO.

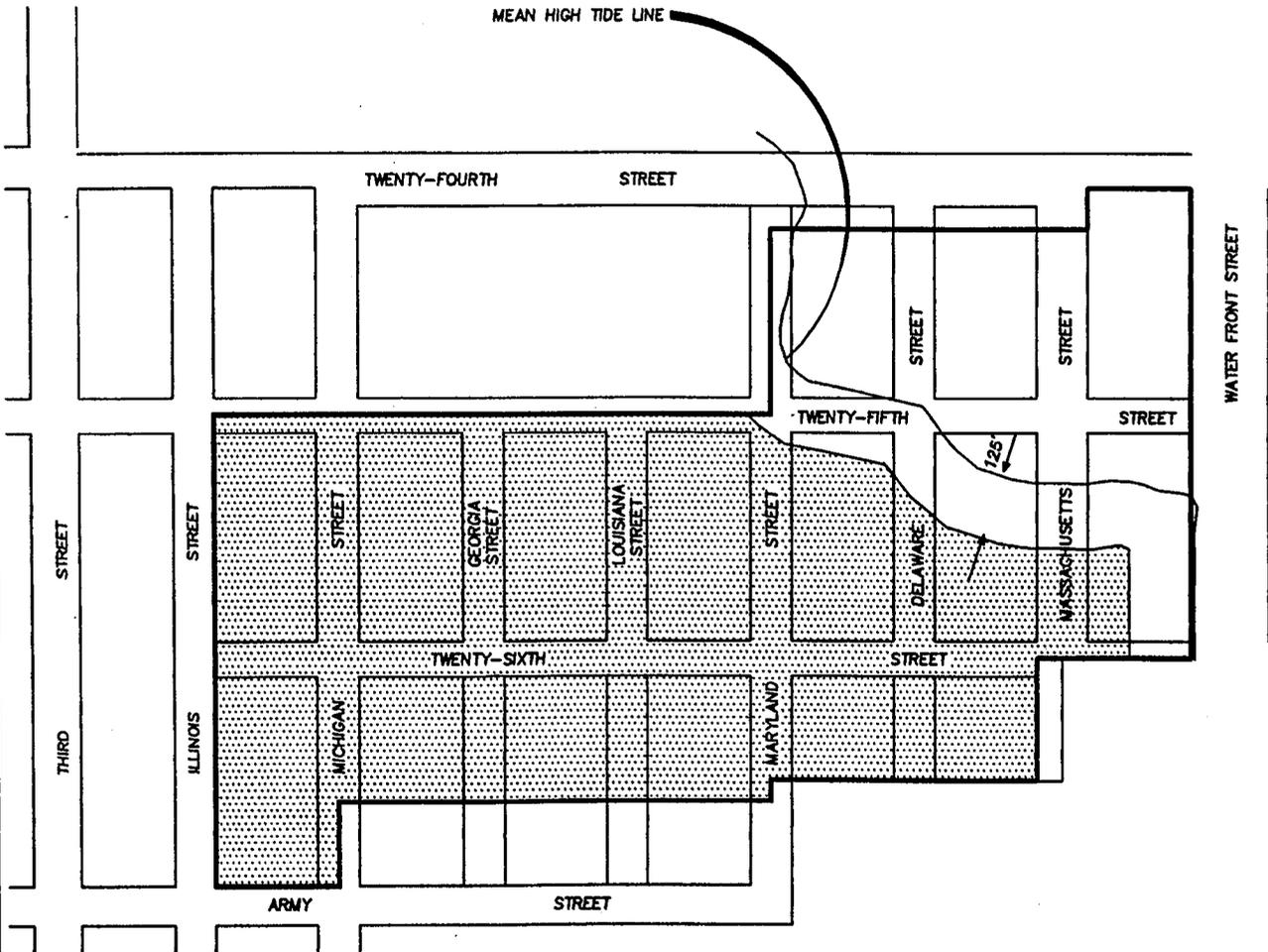
CONTAINING 1,159,967 SQUARE FEET, MORE OF LESS.

EXHIBIT O-1

AMENDED PORT LAND TRANSFER AGREEMENT

MAP OF WESTERN PACIFIC TRANSFER PARCELS

**AMENDED
PORT LAND TRANSFER AGREEMENT
MAP OF WESTERN PACIFIC TRANSFER PARCEL**



98.0252 / L PLIA-01



GRAPHIC SCALE

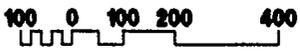


EXHIBIT 0-1
SHEET 1 OF 1

EXHIBIT P

AMENDED PORT LAND TRANSFER AGREEMENT

QUITCLAIM OF STATE CLAIMS IN PORT TRANSFER PARCELS AND CITY
FACILITIES PARCEL

EXHIBIT P TO AMENDED PLTA

PATENT

Covers: All of Mission Bay

Effect: State releases all trust claims to City

Recording Requested by and
When Recorded Mail to:

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

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

PATENT

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

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

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

NOW, THEREFORE, for and in consideration of the foregoing premises and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the State of California, consistent with established acts and policies, hereby conveys, releases, remises, and

quitclaims to the City and County of San Francisco, a charter city and county, its successors and assigns, all of its right, title, and interest held solely by virtue of its sovereign trust title to tide and submerged lands, and specifically releasing, without limiting the generality of the foregoing, (i) any interest in the public trust for the purposes of commerce, navigation, and fisheries; (ii) any interest created by that certain Act of the Legislature set forth in Chapter 1333 of the Statutes of 1968, as amended (the "Burton Act"), and specifically releasing any rights under said Act of the Department of Public Works, Division of Highways, Division of Bay Toll Crossings, or the California Toll Bridge Authority, or their successors and assigns, including the California Department of Transportation, provided, that this patent does not affect the rights and interests of the State of California, acting by and through its Department of Transportation, that are established, clarified, recognized, and confirmed in the Agreement Regarding State Highway Easements and Access in the Mission Bay Area, recorded _____, 1998, at _____, Official Records, City and County of San Francisco, and in the recorded judgments in San Francisco Superior Court Case Nos. 44491, 44492, 44494, and 44495, identified below; and (iii) any such interest of the State of California not heretofore adjudicated in the following cases adjudicated by the Superior Court of the State of California in and for the City and County of San Francisco: Case No. 44491, judgment recorded _____, 1998, at _____, Official Records, City and County of San Francisco, Case No. 44492, judgment recorded _____, 1998, at _____, Official Records, City and County of San Francisco, Case No. 44493, judgment recorded _____, 1998, at _____, Official Records, City and County of San Francisco, Case No. 44494, judgment recorded _____, 1998, at _____, Official Records, City and County of San Francisco, and Case No. 44495, judgment recorded _____, 1998, at _____, Official Records, City and County of San Francisco, in and to that property depicted in Exhibit A attached hereto and described in Exhibit B attached hereto, each incorporated herein by reference;

SAVE and EXCEPT with respect to those parcels which have heretofore been subject to the statutory trust created by the Burton Act and the terms, conditions, and reservations of the Burton Act (the "Burton Act Parcels"; as depicted in Exhibit C attached hereto and described in Exhibit D attached hereto, each incorporated herein by reference), the State of California expressly excepts and reserves to the State of California, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered in the Burton Act Parcels, including, but not limited to, oil and gas and rights thereto, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of those minerals by any means or methods suitable to the State of California or to its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the City and County of San Francisco, its successors and assignees; provided, however, that the State of California, its successors and assigns, without the prior written permission of the City and County of San Francisco, its successors and assignees, shall not conduct any mining activities of any nature whatsoever above a plane located five hundred feet (500') below the surface of the Burton Act Parcels.

[Signatures on Next Page]

IN TESTIMONY WHEREOF, I, _____,

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

Governor of State

Attest: _____
Secretary of State

Countersigned: _____
Executive Officer
State Lands Commission

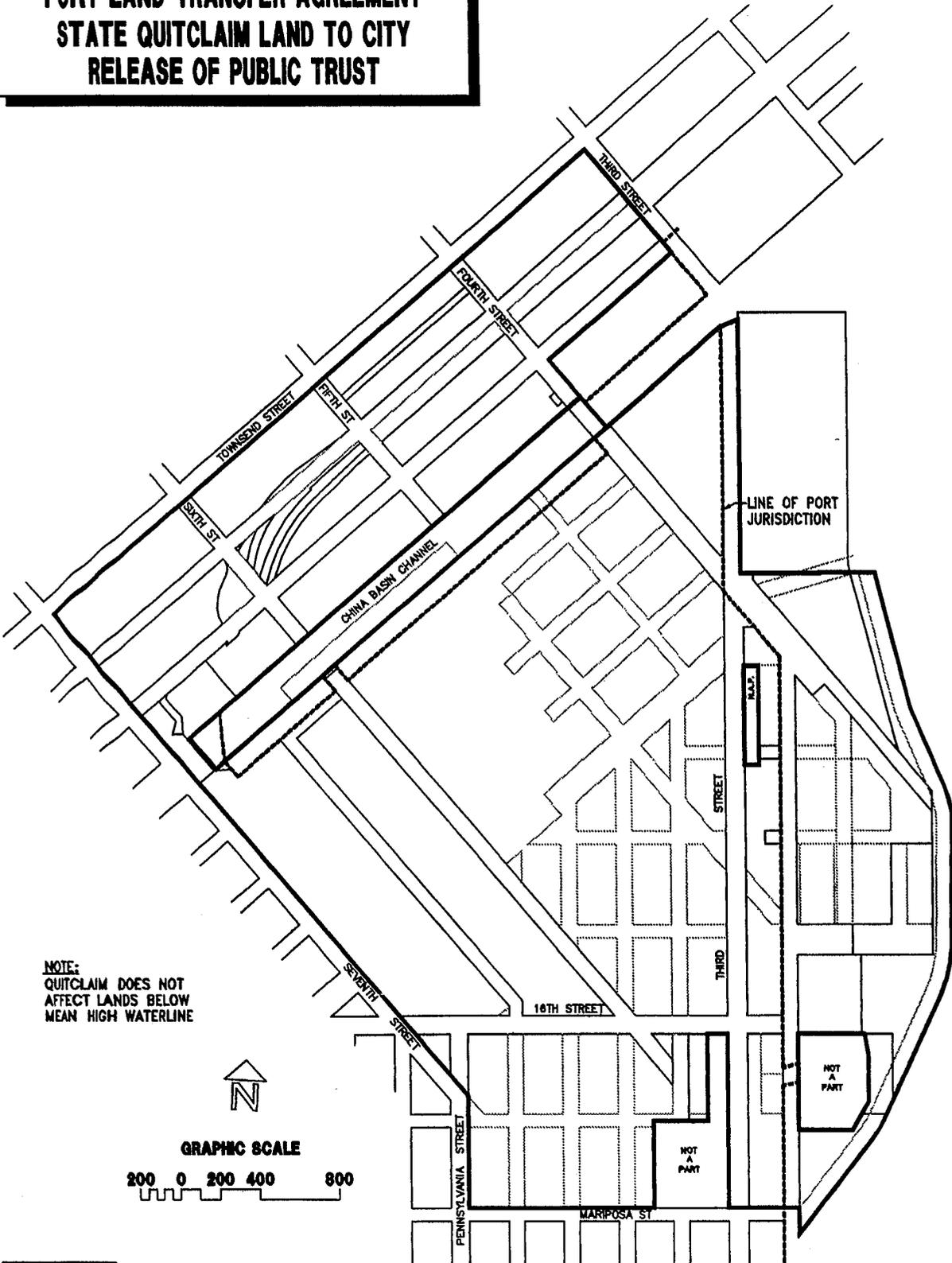
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Patent dated _____ from the State of California to the City and County of San Francisco, a charter city and county, is hereby accepted by the undersigned officer or agent on behalf of the City and County of San Francisco pursuant to authority conferred by Ordinance No. 53-92 of the Board of Supervisors adopted on February 20, 1992, and Ordinance No. _____ adopted on _____, 1998, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____

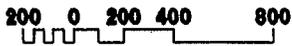
**AMENDED
PORT LAND TRANSFER AGREEMENT
STATE QUITCLAIM LAND TO CITY
RELEASE OF PUBLIC TRUST**



NOTE:
QUITCLAIM DOES NOT
AFFECT LANDS BELOW
MEAN HIGH WATERLINE



GRAPHIC SCALE



PLTA-A-P 97.0228 / L



EXHIBIT A TO P
SHEET 1 OF 1

EXHIBIT B TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
STATE QUITCLAIM LAND TO CITY
RELEASE OF PUBLIC TRUST
LEGAL DESCRIPTION

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

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED JULY 28, 1992, BOOK Y OF RECORDS OF SURVEY 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 MARIPOSA STREET (66.00 FEET WIDE) WITH THE EASTERLY LINE OF PENNSYLVANIA STREET (90.00 FEET WIDE) RUNNING THENCE FROM THAT POINT OF INTERSECTION EASTERLY ALONG THE NORTHERLY LINE OF MARIPOSA STREET NORTH 86°49'04" EAST 940.17 FEET; THENCE LEAVING THAT NORTHERLY LINE OF MARIPOSA STREET NORTH 3°10'56" WEST 433.04 FEET; THENCE EASTERLY AND PARALLEL WITH THAT NORTHERLY LINE OF MARIPOSA STREET NORTH 86°49'04" EAST 280.00 FEET; THENCE NORTH 3°10'56" WEST 433.04 FEET TO THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE EASTERLY ALONG THAT SOUTHERLY LINE OF SIXTEENTH STREET NORTH 86°49'04" EAST 100.00 FEET TO THE WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE); THENCE SOUTHERLY ALONG THE WESTERLY LINE OF THIRD STREET SOUTH 3°10'56" EAST 866.08 FEET TO THAT NORTHERLY LINE OF MARIPOSA STREET; THENCE EASTERLY CROSSING THIRD STREET AND RUNNING ALONG THAT NORTHERLY LINE OF MARIPOSA STREET NORTH 86°49'04" EAST 360.00 FEET TO THE EASTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE SOUTHERLY ALONG THAT EASTERLY LINE OF ILLINOIS STREET SOUTH 3°10'56" EAST 129.85 FEET; THENCE NORTH 35°06'05" EAST 616.30 FEET; THENCE NORTHEASTERLY ALONG AN ARC OF A CURVE TO THE LEFT TANGENT TO THE PRECEDING COURSE WITH A RADIUS OF 440.00 FEET THROUGH A CENTRAL ANGLE OF 12°49'53" AN ARC DISTANCE OF 98.54 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 22°16'12" EAST 700.07 FEET; THENCE NORTHERLY ALONG AN ARC OF

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A CURVE TO THE LEFT TANGENT TO THE PRECEDING COURSE WITH A RADIUS OF 340.00 FEET THROUGH A CENTRAL ANGLE OF 12°28'00" AN ARC DISTANCE OF 73.98 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 9°48'12" EAST 86.42 FEET; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT TANGENT TO THE PRECEDING COURSE WITH A RADIUS OF 340.00 FEET, THROUGH A CENTRAL ANGLE OF 11°58'09", AN ARC DISTANCE OF 71.03 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 2°09'57" WEST 121.44 FEET; THENCE NORTH 3°10'56" WEST 198.86 FEET; THENCE NORTH 2°19'47" WEST 292.70 FEET; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE TO THE LEFT TANGENT TO THE PRECEDING COURSE WITH A RADIUS OF 481.57 FEET THROUGH A CENTRAL ANGLE OF 24°30'49", AN ARC DISTANCE OF 206.04 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 26°50'36" WEST 402.03 FEET; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT TANGENT TO THE PRECEDING COURSE WITH A RADIUS OF 236.29 FEET, THROUGH A CENTRAL ANGLE OF 9°00'04" AN ARC DISTANCE OF 37.12 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 17°50'32" WEST 679.08 FEET; THENCE SOUTH 86°49'04" WEST 282.38 FEET; THENCE SOUTH 17°34'00" EAST 2.58 FEET; THENCE SOUTH 86°49'04" WEST 397.43 FEET TO THE EASTERLY LINE OF THIRD STREET (88.50 FEET WIDE); THENCE ALONG THAT EASTERLY LINE NORTH 3°10'56" WEST 1,265.04 FEET; THENCE SOUTH 64°21'26" WEST 95.76 FEET TO THE POINT OF INTERSECTION OF THE WESTERLY LINE OF THIRD STREET (80.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF CHANNEL STREET (165.00 FEET WIDE); RUNNING THENCE ALONG THAT SOUTHEASTERLY LINE OF CHANNEL STREET SOUTH 46°18'07" WEST 772.99 FEET TO THE NORTHEASTERLY LINE OF FOURTH STREET (82.50 FEET WIDE); THENCE ALONG THAT NORTHEASTERLY LINE OF FOURTH STREET NORTH 43°41'53" WEST 440.00 FEET TO THE SOUTHEASTERLY LINE OF BERRY STREET (82.50 FEET WIDE); THENCE ALONG THAT SOUTHEASTERLY LINE OF BERRY STREET NORTH 46°18'07" EAST 825.95 FEET TO THE SOUTHWESTERLY LINE OF THIRD STREET; THENCE NORTHWESTERLY ALONG THAT SOUTHWESTERLY LINE OF THIRD STREET NORTH 43°41'53" WEST 667.50 FEET TO THE SOUTHEASTERLY LINE OF TOWNSEND STREET (82.50 FEET WIDE); THENCE ALONG THAT SOUTHEASTERLY LINE OF TOWNSEND STREET SOUTH 46°18'07" WEST 3,549.21 FEET TO THE NORTHEASTERLY LINE OF SEVENTH STREET (82.50 FEET WIDE); THENCE ALONG THAT NORTHEASTERLY LINE OF SEVENTH STREET SOUTH 43°41'53" EAST 3,166.69 FEET TO A POINT ON THE EASTERLY LINE OF PENNSYLVANIA STREET (90.00 FEET WIDE); THENCE SOUTHERLY ALONG THAT EASTERLY LINE OF PENNSYLVANIA STREET SOUTH 3°10'56" EAST 556.59 FEET TO THE POINT OF BEGINNING, AND CONTAINS 307.092 ACRES, MORE OR LESS.

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EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

EXCEPTION - PARCEL 1

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE) WITH THE NORTHERLY LINE OF MERRIMAC STREET (66.00 FEET WIDE), AS SAID STREETS NOW EXIST; THENCE ALONG SAID NORTHERLY LINE OF MERRIMAC STREET SOUTH $86^{\circ}49'04''$ WEST 106.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO ARES COMMERCIAL PROPERTIES, RECORDED ON OCTOBER 31, 1963, IN BOOK A670 OF OFFICIAL RECORDS AT PAGE 435, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF PARCEL ONE AS DESCRIBED IN THE DEED TO ARES COMMERCIAL PROPERTIES, RECORDED ON DECEMBER 26, 1961, IN BOOK A360 OF OFFICIAL RECORDS AT PAGE 62, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO; THENCE NORTH $3^{\circ}10'56''$ WEST 400.00 FEET TO THE NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO POTTER ELECTRIC INC., RECORDED ON OCTOBER 10, 1962, IN BOOK A487 OF OFFICIAL RECORDS AT PAGE 192, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO; THENCE ALONG THE NORTHERLY LINE OF SAID LAND SOUTH $86^{\circ}49'04''$ WEST 74.00 FEET TO THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE OF THIRD STREET SOUTH $3^{\circ}10'56''$ EAST 496.00 FEET TO THE SOUTHWESTERLY CORNER OF PARCEL TWO AS DESCRIBED IN THE DEED TO ARES COMMERCIAL PROPERTIES, RECORDED ON DECEMBER 26, 1961, IN BOOK A360 OF OFFICIAL RECORDS AT PAGE 62, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO; THENCE NORTH $86^{\circ}49'04''$ EAST 74.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL TWO; THENCE NORTH $3^{\circ}10'56''$ WEST 96.00 FEET TO THE TRUE POINT OF BEGINNING, AND CONTAINS 0.843 ACRES OF LAND, MORE OR LESS.

EXCEPTION - PARCEL 2

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE) WITH THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE) AND CONTINUING EASTERLY ALONG THAT SOUTHERLY LINE OF SIXTEENTH STREET NORTH $86^{\circ}49'04''$ EAST 260.00 FEET TO A POINT ON THE EASTERLY LINE OF

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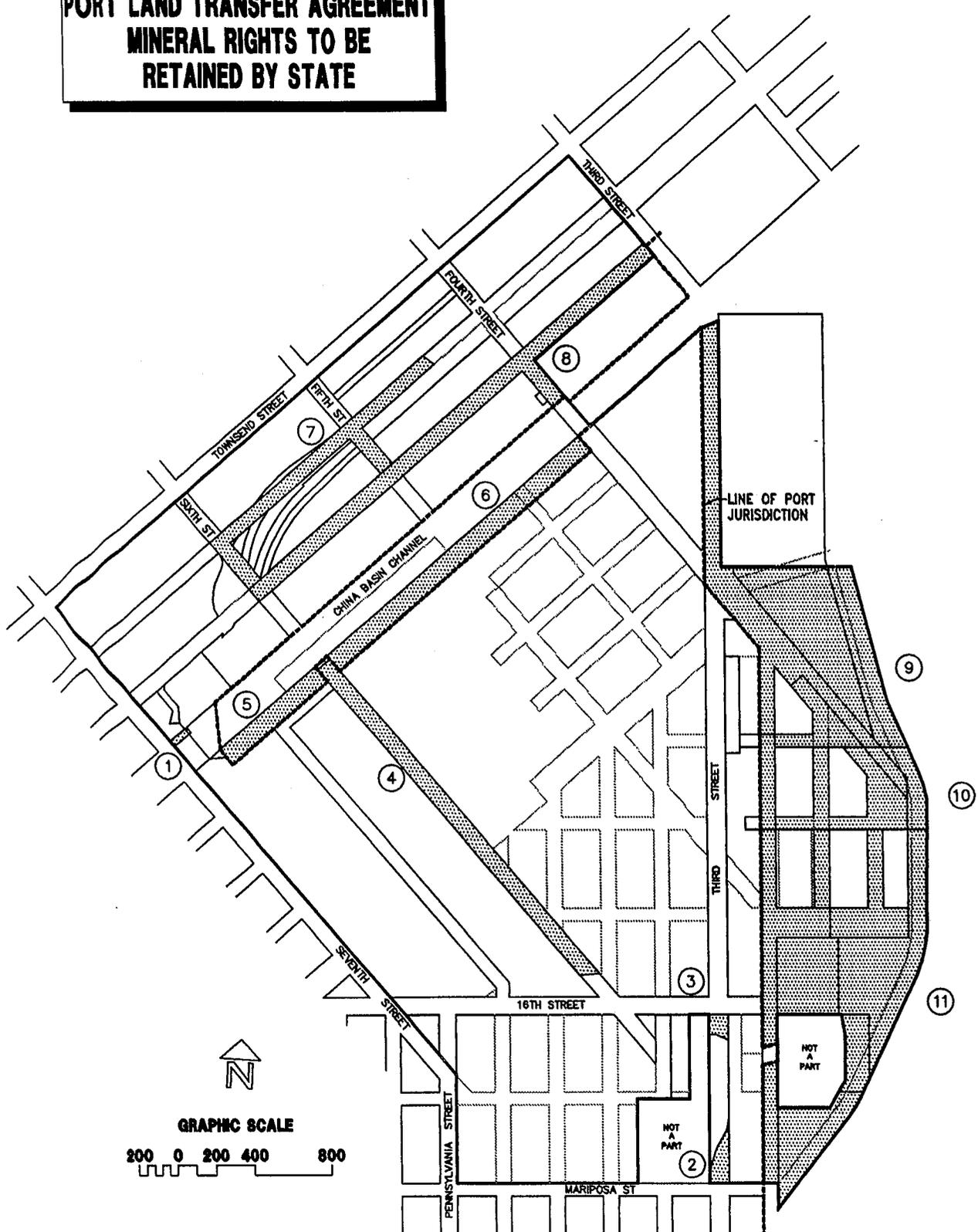
ILLINOIS STREET (80.00 FEET WIDE), THAT POINT BEING THE NORTHWESTERLY CORNER OF PARCEL ONE AS DESCRIBED IN THE DEED TO ESPRIT DE CORPS, A CALIFORNIA CORPORATION, RECORDED ON JULY 12, 1988, ON REEL E634 AT IMAGE 1334, DOCUMENT NO. E203992, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, THAT POINT ALSO BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ALONG THE NORTHERLY LINE OF THAT PARCEL ONE NORTH 86°49'04" EAST 335.00 FEET; THENCE ALONG THE EASTERLY LINE OF THAT PARCEL ONE SOUTH 14°29'32" EAST 107.08 FEET; THENCE SOUTH 3°10'56" EAST 232.00 FEET; THENCE SOUTH 26°50'57" WEST 72.77 FEET TO THE MOST EASTERLY CORNER OF PARCEL TWO AS DESCRIBED IN SAID DEED; THENCE ALONG THE EASTERLY LINE OF THAT PARCEL TWO SOUTH 26°50'57" WEST 92.41 FEET; THENCE ALONG THE SOUTHERLY LINE OF THAT PARCEL TWO SOUTH 86°49'04" WEST 273.33 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG THE WESTERLY LINE OF THAT PARCEL TWO NORTH 3°10'56" WEST 80.00 FEET TO THE SOUTHWESTERLY CORNER OF THAT PARCEL ONE; THENCE ALONG THE WESTERLY LINE OF THAT PARCEL ONE NORTH 3°10'56" WEST 400.00 FEET TO THE TRUE POINT OF BEGINNING, AND CONTAINS 3.762 ACRES OF LAND, MORE OR LESS.

EXCEPTION - PARCEL 3

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF FOURTH STREET (82.50 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF CHANNEL STREET (200.00 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE OF FOURTH STREET NORTH 43°41'53" WEST 200.00 FEET TO THE NORTHWESTERLY LINE OF CHANNEL STREET; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 46°18'07" WEST 2612.57 FEET TO A LINE DRAWN PARALLEL WITH AND PERPENDICULARLY DISTANT NORTHEASTERLY 110.69 FEET FROM THE NORTHEASTERLY LINE OF SEVENTH STREET (82.50 FEET WIDE); THENCE ALONG SAID LINE SO DRAWN SOUTH 43°41'53" EAST 200.00 FEET TO THE SOUTHEASTERLY LINE OF CHANNEL STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°18'07" EAST 514.36 FEET TO THE BEGINNING OF THE SOUTHEASTERLY LINE OF FORMER CHANNEL STREET (95.00 FEET WIDE); THENCE ALONG LAST SAID SOUTHEASTERLY LINE NORTH 46°18'07" EAST 1107.75 FEET TO THE SOUTHEASTERLY LINE OF CHANNEL STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°18'07" EAST 990.45 FEET TO THE POINT OF BEGINNING, AND CONTAINS 12.000 ACRES OF LAND, MORE OR LESS.

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**AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS TO BE
RETAINED BY STATE**



PLTA-C-P 98.0520 / L

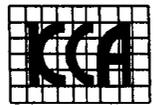


EXHIBIT C TO P
SHEET 1 OF 2

**AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS TO BE
RETAINED BY STATE**

LAND TRANSFER AREAS	
PARCEL NO.	AREA (acres)
1	0.09
2	0.45
3	0.25
4	4.02
5	1.50
6	3.98
7	3.29
8	5.61
9	16.08
10	5.29
11	19.26
TOTAL:	59.82

PLTA-C-P 98.0520 / L



EXHIBIT C TO P
SHEET 2 OF 2

11/16/98

EXHIBIT D TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS PARCEL 1
LEGAL DESCRIPTION

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

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

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF BERRY STREET (82.50 FEET WIDE) WITH THE NORTHEASTERLY LINE OF SEVENTH STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE OF SEVENTH STREET SOUTH 43°41'53" EAST 240.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 46°18'07" EAST 110.69 FEET; THENCE SOUTH 43°41'53" EAST 35.00 FEET; THENCE SOUTH 46°18'07" WEST 110.69 FEET TO SAID NORTHEASTERLY LINE OF SEVENTH STREET; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 43°41'53" WEST 35.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 3,874 SQUARE FEET, MORE OR LESS.

EXHIBIT D TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS PARCEL 2
LEGAL DESCRIPTION

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

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 WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE NORTHERLY LINE OF MARIPOSA STREET (66.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE OF MARIPOSA STREET NORTH 86°49'04" EAST 100.00 FEET TO THE EASTERLY LINE OF THIRD STREET; THENCE ALONG SAID EASTERLY LINE NORTH 3°10'56" WEST 332.97 FEET; THENCE LEAVING SAID EASTERLY LINE SOUTH 6°04'04" WEST 57.00 FEET; THENCE SOUTH 26°04'04" WEST 111.27 FEET; THENCE SOUTH 15°04'04" WEST 105.40 FEET; THENCE SOUTH 6°34'04" WEST 20.43 FEET TO SAID WESTERLY LINE OF THIRD STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 3°10'56" EAST 59.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 19,717 SQUARE FEET, MORE OR LESS.

EXHIBIT D TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS PARCEL 3
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE SOUTHERLY LINE OF SIXTEENTH STREET (90.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE OF SIXTEENTH STREET SOUTH 86°49'04" WEST 100.00 FEET TO THE WESTERLY LINE OF THIRD STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 3°10'56" EAST 100.32 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH 89°10'56" EAST 1.98 FEET; THENCE NORTH 86°34'04" EAST 35.00 FEET; THENCE SOUTH 66°55'56" EAST 70.27 FEET TO SAID EASTERLY LINE OF THIRD STREET; THENCE ALONG SAID EASTERLY LINE NORTH 3°10'56" WEST 131.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,013 SQUARE FEET, MORE OR LESS.

EXHIBIT D TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS PARCEL 4
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SIXTH STREET (82.50 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF CHANNEL STREET (200.00 FEET WIDE); THENCE ALONG SAID SOUTHEASTERLY LINE OF CHANNEL STREET SOUTH $46^{\circ}18'07''$ WEST 82.50 FEET TO THE SOUTHWESTERLY LINE OF SIXTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH $43^{\circ}41'53''$ EAST 2090.27 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH $82^{\circ}19'04''$ EAST 102.00 FEET TO SAID NORTHEASTERLY LINE OF SIXTH STREET; THENCE ALONG SAID NORTHEASTERLY LINE NORTH $43^{\circ}41'53''$ WEST 2150.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 174,922 SQUARE FEET, MORE OR LESS.

EXHIBIT D TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS PARCEL 5
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SIXTH STREET (82.50 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF FORMER CHANNEL STREET (95.00 FEET WIDE) BEFORE SAID STREET WAS VACATED FROM THE OFFICIAL MAP BY ORDINANCE NO. 30-90 ON JANUARY 29,1990; THENCE ALONG SAID SOUTHEASTERLY LINE OF FORMER CHANNEL STREET SOUTH $46^{\circ}18'07''$ WEST 200.00 FEET TO THE SOUTHEASTERLY LINE OF CHANNEL STREET (200.00 FEET WIDE); THENCE ALONG SAID SOUTHEASTERLY LINE OF CHANNEL STREET SOUTH $46^{\circ}18'07''$ WEST 455.05 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH $43^{\circ}41'53''$ EAST 100.00 FEET; THENCE NORTH $46^{\circ}18'07''$ EAST 655.05 FEET TO THE SOUTHWESTERLY LINE OF SIXTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH $43^{\circ}41'53''$ WEST 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 65,505 SQUARE FEET, MORE OR LESS.

EXHIBIT D TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS PARCEL 6
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF CHANNEL STREET (200.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHEASTERLY LINE OF CHANNEL STREET SOUTH 46°18'07" WEST 907.95 FEET TO THE SOUTHEASTERLY LINE OF FORMER CHANNEL STREET (95.00 FEET WIDE) BEFORE SAID STREET WAS VACATED FROM THE OFFICIAL MAP BY ORDINANCE NO. 30-90 ON JANUARY 29,1990; THENCE ALONG SAID SOUTHEASTERLY LINE OF FORMER CHANNEL STREET SOUTH 46°18'07" WEST 825.25 FEET TO THE NORTHEASTERLY LINE OF SIXTH STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 43°41'53" EAST 100.00 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 46°18'07" EAST 1733.20 FEET TO THE SOUTHWESTERLY LINE OF FOURTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 43°41'53" WEST 100.00 FEET TO THE TO THE POINT OF BEGINNING.

CONTAINING 173,320 SQUARE FEET, MORE OR LESS.

EXHIBIT D TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS PARCEL 7
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF BERRY STREET (82.50 FEET WIDE) WITH THE NORTHEASTERLY LINE OF SIXTH STREET (82.50 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE OF SIXTH STREET NORTH 43°41'53" WEST 240.00 FEET TO THE SOUTHEASTERLY LINE OF KING STREET (70.00 FEET WIDE); THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°18'07" EAST 825.25 FEET TO THE SOUTHWESTERLY LINE OF FIFTH STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 43°41'53" EAST 240.00 FEET TO SAID NORTHWESTERLY LINE OF BERRY STREET; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 46°18'07" EAST 82.50 FEET TO THE NORTHEASTERLY LINE OF FIFTH STREET; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 43°41'53" WEST 240.00 FEET; THENCE NORTH 46°18'07" EAST 499.45 FEET; THENCE NORTH 55°00'29" WEST 71.39 FEET TO THE NORTHEASTERLY LINE OF KING STREET; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 46°18'07" WEST 1475.70 FEET TO THE SOUTHWESTERLY LINE OF SIXTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 43°41'53" EAST 310.00 FEET TO SAID NORTHWESTERLY LINE OF BERRY STREET; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 46°18'07" EAST 82.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 143,389 SQUARE FEET, MORE OR LESS.

EXHIBIT D TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS PARCEL 8
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF BERRY STREET (82.50 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE OF FOURTH STREET SOUTH 43°41'53" EAST 240.00 FEET TO THE NORTHWESTERLY LINE OF CHANNEL STREET (200.00 FEET WIDE); THENCE ALONG SAID NORTHWESTERLY LINE NORTH 46°18'07" EAST 82.50 FEET TO THE NORHTEASTERLY LINE OF FOURTH STREET; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 43°41'53" WEST 240.00 FEET TO SAID SOUTHEASTERLY LINE OF BERRY STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°18'07" EAST 825.95 FEET TO THE SOUTHWESTERLY LINE OF THIRD STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 43°41'53" WEST 82.50 FEET TO THE NORTHWESTERLY LINE OF BERRY STREET; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 46°18'07" WEST 2724.16 FEET TO THE SOUTHWESTERLY LINE OF SIXTH STREET (82.50 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 43°41'53" EAST 82.50 FEET TO SAID SOUTHEASTERLY LINE OF BERRY STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°18'07" EAST 1815.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 244,543 SQUARE FEET, MORE OR LESS.

EXHIBIT D TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS PARCEL 9
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF FOURTH STREET (150.00 FEET WIDE) WITH THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF ILLINOIS STREET SOUTH $3^{\circ}10'56''$ EAST 444.84 FEET TO THE NORTHERLY LINE OF FORMER MERRIMAC STREET (66.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 80.00 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE NORTH $3^{\circ}10'56''$ WEST 351.23 FEET TO SAID SOUTHWESTERLY LINE OF FOURTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH $43^{\circ}41'53''$ EAST 307.85 FEET TO THE WESTERLY LINE OF FORMER MICHIGAN STREET (80.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE SOUTH $3^{\circ}10'56''$ EAST 117.19 FEET TO SAID NORTHERLY LINE OF FORMER MERRIMAC STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH $86^{\circ}49'04''$ WEST 200.00 FEET TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE SOUTH $3^{\circ}10'56''$ EAST 66.00 FEET TO THE SOUTHERLY LINE OF FORMER MERRIMAC STREET; THENCE ALONG SAID SOUTHERLY LINE NORTH $86^{\circ}49'04''$ EAST 695.71 FEET; THENCE LEAVING SAID SOUTHERLY LINE NORTH $26^{\circ}50'36''$ WEST 259.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 236.29 FEET; THENCE NORTHWESTERLY 37.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $9^{\circ}00'04''$; THENCE TANGENT TO THE PRECEDING CURVE NORTH $17^{\circ}50'32''$ WEST 679.08 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 282.38 FEET; THENCE SOUTH $17^{\circ}34'00''$ EAST 2.58 FEET; THENCE SOUTH $86^{\circ}49'04''$ WEST 397.43 FEET TO A LINE DRAWN PARALLEL TO AND PERPENDICULARLY DISTANT EASTERLY 88.50 FEET FROM THE WESTERLY LINE OF THIRD STREET; THENCE ALONG SAID PARALLEL LINE NORTH $3^{\circ}10'56''$ WEST 1265.04 FEET; THENCE LEAVING SAID PARALLEL LINE SOUTH $64^{\circ}21'26''$ WEST 95.76 TO THE WESTERLY LINE OF THIRD STREET; THENCE ALONG SAID WESTERLY LINE SOUTH $3^{\circ}10'56''$ EAST 1316.83 FEET TO SAID

SOUTHWESTERLY LINE OF FOURTH STREET; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 43°41'52" EAST 238.32 FEET; THENCE SOUTH 43°41'53" EAST 192.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 700,248 SQUARE FEET, MORE OR LESS.

EXHIBIT D TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS PARCEL 10
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF FORMER MERRIMAC STREET (66.00 FEET WIDE) WITH THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF ILLINOIS STREET SOUTH 3°10'56" EAST 492.00 FEET TO THE SOUTHERLY LINE OF FORMER ALAMEDA STREET (66.00 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE NORTH 86°49'04" EAST 872.07 FEET; THENCE LEAVING SAID SOUTHERLY LINE NORTH 2°19'47" WEST 94.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 481.57 FEET; THENCE NORTHERLY AND NORTHWESTERLY 206.04 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°30'49"; THENCE TANGENT TO THE PRECEDING CURVE NORTH 26°50'36" WEST 142.87 FEET TO THE SOUTHERLY LINE OF FORMER MERRIMAC STREET; THENCE ALONG SAID SOUTHERLY LINE SOUTH 86°49'04" WEST 339.17 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 43°41'53" EAST 190.03 FEET; THENCE SOUTH 3°10'56" EAST 215.53 FEET TO THE NORTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 86°49'04" WEST 200.00 FEET TO THE EASTERLY LINE OF FORMER MICHIGAN STREET (80.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE NORTH 3°10'56" WEST 360.00 FEET TO SAID SOUTHERLY LINE OF FORMER MERRIMAC STREET; THENCE ALONG SAID SOUTHERLY LINE SOUTH 86°49'04" WEST 80.00 FEET TO THE WESTERLY LINE OF FORMER MICHIGAN STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 3°10'56" EAST 360.00 FEET TO SAID NORTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 86°49'04" WEST 200.00 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE NORTH 3°10'56" WEST 426.00 FEET TO SAID NORTHERLY LINE OF FORMER MERRIMAC STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 86°49'04" WEST 80.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 230,639 SQUARE FEET, MORE OR LESS.

EXHIBIT D TO P
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS PARCEL 11
LEGAL DESCRIPTION

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

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

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF FORMER ALAMEDA STREET (66.00 FEET WIDE) WITH THE WESTERLY LINE OF ILLINOIS STREET (80.00 FEET WIDE); THENCE ALONG SAID WESTERLY LINE SOUTH 3°10'56" EAST 1115.17 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 73°34'04" EAST 82.19 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE NORTH 3°10'56" WEST 150.33 FEET; THENCE NORTH 86°49'04" EAST 335.00 FEET; THENCE SOUTH 14°29'32" EAST 107.07 FEET; THENCE SOUTH 3°10'56" EAST 232.00 FEET; THENCE SOUTH 26°50'57" WEST 165.18 FEET; THENCE SOUTH 86°49'04" WEST 273.33 FEET TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE NORTH 3°10'56" WEST 238.03 FEET; THENCE LEAVING SAID EASTERLY LINE SOUTH 73°49'04" WEST 82.10 FEET TO SAID WESTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 3°10'56" EAST 605.64 FEET TO THE NORTHERLY LINE OF MARIPOSA STREET (66.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE NORTH 86°49'04" EAST 80.00 FEET TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE SOUTH 3°10'56" EAST 129.85 FEET; THENCE LEAVING SAID EASTERLY LINE NORTH 35°06'05" EAST 606.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 530.00 FEET; THENCE NORTHEASTERLY 118.69 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°49'53"; THENCE TANGENT TO THE PRECEDING CURVE NORTH 22°16'12" EAST 689.95 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 340.00 FEET; THENCE NORTHEASTERLY 73.98 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°28'00"; THENCE TANGENT TO THE PRECEDING CURVE NORTH 9°48'12" EAST 86.42 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 340.00 FEET; THENCE NORTHEASTERLY 71.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE

OF 11°58'09"; THENCE TANGENT TO THE PRECEDING CURVE NORTH 2°09'57" WEST 121.44 FEET; THENCE NORTH 3°10'56" WEST 198.86 FEET; THENCE NORTH 2°19'47" WEST 197.98 FEET TO SAID SOUTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG SAID SOUTHERLY LINE SOUTH 86°49'04" WEST 102.07 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 3°10'56" EAST 400.00 FEET TO NORTHERLY LINE OF FORMER EL DORADO STREET (150.00 FEET WIDE); THENCE ALONG SAID NORTHERLY LINE SOUTH 86°49'04" WEST 130.00 FEET TO THE EASTERLY LINE OF FORMER GEORGIA STREET (80.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE NORTH 3°10'56" WEST 400.00 FEET TO SAID SOUTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG SAID SOUTHERLY LINE SOUTH 86°49'04" WEST 80.00 FEET TO THE WESTERLY LINE OF FORMER GEORGIA STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 3°10'56" EAST 400.00 FEET TO SAID NORTHERLY LINE OF FORMER EL DORADO STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 86°49'04" WEST 200.00 FEET TO THE EASTERLY LINE OF FORMER MICHIGAN STREET (80.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE NORTH 3°10'56" WEST 400.00 FEET TO SAID SOUTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG SAID SOUTHERLY LINE SOUTH 86°49'04" WEST 80.00 FEET TO THE WESTERLY LINE OF FORMER MICHIGAN STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 3°10'56" EAST 400.00 FEET TO SAID NORTHERLY LINE OF FORMER EL DORADO STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 86°49'04" WEST 200.00 FEET TO SAID EASTERLY LINE OF ILLINOIS STREET; THENCE ALONG SAID EASTERLY LINE NORTH 3°10'56" WEST 400.00 FEET TO SAID SOUTHERLY LINE OF FORMER ALAMEDA STREET; THENCE ALONG SAID SOUTHERLY LINE SOUTH 86°49'04" WEST 80.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 838,770 SQUARE FEET, MORE OR LESS.

EXHIBIT Q TO AMENDED PLTA

PATENT

Covers: Western Pacific Transfer Parcel

Effect: State releases all trust claims to City,
reserving mineral rights

Recording Requested by and
When Recorded Mail to:

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

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

PATENT

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

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

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

NOW, THEREFORE, for and in consideration of the foregoing premises and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the State of California, consistent with established acts and policies, hereby conveys, releases,

remises, and quitclaims to the City and County of San Francisco, a charter city and county, its successors and assigns, all of its right, title, and interest held solely by virtue of its sovereign trust title to tide and submerged lands, and specifically releasing, without limiting the generality of the foregoing, (i) any interest in the public trust for the purposes of commerce, navigation, and fisheries; (ii) any interest created by that certain Act of the Legislature set forth in Chapter 1333 of the Statutes of 1968, as amended (the "Burton Act"), and specifically releasing any rights under said Act of the Department of Public Works, Division of Highways, Division of Bay Toll Crossings, or the California Toll Bridge Authority, or their successors and assigns, including the California Department of Transportation; and (iii) any such interest of the State of California not heretofore adjudicated in the following case adjudicated by the Superior Court of the State of California in and for the City and County of San Francisco: Case No. 44492, judgment recorded _____, 199_, at _____, Official Records, City and County of San Francisco, in and to that property described in Exhibit A attached hereto and depicted in Exhibit A-1 attached hereto, each incorporated herein by reference;

SAVE and EXCEPT with respect to that certain parcel which has heretofore been subject to the statutory trust created by the Burton Act and the terms, conditions, and reservations of the Burton Act (the "Burton Act Parcel"; as described on Exhibit B attached hereto), the State of California expressly excepts and reserves to the State of California, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered in the Burton Act Parcel, including, but not limited to, oil and gas and rights thereto, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of those minerals by any means or methods suitable to the State of California or to its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the City and County of San Francisco, its successors and assignees; provided, however, that the State of California, its successors and assigns, without the prior written permission of the City and County of San Francisco, its successors and assignees, shall not conduct any mining activities of any nature whatsoever above a plane located five hundred feet (500') below the surface of the Burton Act Parcels.

IN TESTIMONY WHEREOF, I,

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

Governor of State

Attest: _____
Secretary of State

Countersigned: _____
Executive Officer
State Lands Commission

CERTIFICATE OF ACCEPTANCE

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

Dated _____

By: _____

STATE OF CALIFORNIA)
)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

NOTARY PUBLIC

EXHIBIT A

REAL PROPERTY DESCRIPTION

[TO BE ADDED AT CLOSING]

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

EXHIBIT A-1

MAP

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

EXHIBIT B

MINERAL RIGHTS TO BE RETAINED BY STATE

[Legal Description of portion of 26th Street subject to the Burton Act]

EXHIBIT B TO Q
AMENDED
PORT LAND TRANSFER AGREEMENT
MINERAL RIGHTS TO BE RETAINED BY STATE
LEGAL DESCRIPTION

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

ALL STREETS AND STREET LINES HEREINAFTER MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY MAP OF WESTERN PACIFIC PROPERTY", RECORDED _____, MAP BOOK " _ " AT PAGES _____ (REEL _____, IMAGE _____), IN THE OFFICE OF RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF TWENTY-SIXTH STREET (66.00 FEET WIDE) WITH THE EASTERLY LINE OF MASSACHUSETTS STREET (100.00 FEET WIDE); THENCE ALONG SAID EASTERLY LINE OF MASSACHUSETTS STREET SOUTH 3°10'56" EAST 33.00 FEET TO THE CENTER LINE OF TWENTY-SIXTH STREET; THENCE ALONG SAID CENTER LINE NORTH 86°49'04" EAST 81.03 FEET TO A LINE DRAWN PARALLEL TO AND DISTANT WESTERLY 125.00 FEET FROM THE PRESENT LINE OF MEAN HIGH TIDE BEING THE MEAN HIGH WATER LINE AS SURVEYED ON 7-29-98 AT AN ELEVATION OF 2.98 FEET NGVD OF 1929 AS IT APPEARS ON THE ABOVE MENTIONED RECORD OF SURVEY; THENCE ALONG SAID PARALLEL LINE NORTH 3°46'48" WEST 33.00 FEET TO THE NORTHERLY LINE OF TWENTY-SIXTH STREET; THENCE LEAVING SAID PARALLEL LINE ALONG SAID NORTHERLY LINE SOUTH 86°49'04" WEST 80.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,668 SQUARE FEET, MORE OR LESS.

EXHIBIT R

AMENDED PORT LAND TRANSFER AGREEMENT

CITY QUITCLAIM OF PORT TRANSFER PARCELS

EXHIBIT R TO AMENDED PLTA

DEED

Covers: Port Transfer Parcels

Effect: City quitclaims Port Transfer Parcels to Catellus
(Except, at Catellus election, the City Facilities Parcel,
the Port Leasehold Parcels and the Street Vacation Parcels)

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Catellus Development Corporation
201 Mission Street, 2nd Floor
San Francisco, CA 94105
Attn:

MAIL TAX STATEMENTS TO:

Catellus Development Corporation
201 Mission Street, 2nd Floor
San Francisco, CA 94105
Attn:

Documentary Transfer Tax of \$ _____, based on full value
of the property conveyed

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

QUITCLAIM DEED
(Mission Bay/Port Transfer Parcels)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which
are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a
charter city and county ("City"), acting by and through the San
Francisco Port Commission, pursuant to Ordinance _____ of City's
Board of Supervisors, adopted on _____, 199__, hereby
RELEASES, REMISES AND QUITCLAIMS to CATELLUS DEVELOPMENT
CORPORATION, a Delaware corporation ("Catellus"), 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 attached hereto and made a
part hereof (the "Property");

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

(Signatures on next page)

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

WILLIE LEWIS BROWN, JR.
Mayor

Clerk of the Board of Supervisors

RECOMMENDED:

ANTHONY J. DELUCCHI
Director of Property

PORT OF SAN FRANCISCO

Douglas B. Wong
Executive Director

APPROVED AS TO FORM:
Louise H. Renne, City Attorney

By: _____
Jesse Capin Smith
Deputy City Attorney

By: _____
Neil Sekhri
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

EXHIBIT A

REAL PROPERTY DESCRIPTION
(Mission Bay/Port Transfer Parcels)

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

[NOTES: LEGAL DESCRIPTIONS ARE PURSUANT TO EXHIBIT A HERETO (EXHIBIT K TO THE PORT LAND TRANSFER AGREEMENT, EXCEPT AT CDC ELECTION CITY FACILITIES PARCEL, PLTA EXHIBIT F, THE PORT LEASEHOLD PARCELS, PLTA EXHIBIT S, AND THE STREET VACATION PARCELS)]

Note 1: Where a street is referred to or implied below as currently in existence it may nonetheless have been vacated, in which case such street shall be as it existed prior to the vacation thereof by Ordinance No. _____, adopted _____, 199_, by the Board of Supervisors of the City and County of San Francisco, State of California. Where a street is identified below specifically as having been vacated by Ordinance or resolution other than the foregoing Ordinance, the specific reference shall apply in such case.

Note 2: [When all Port utility and access easements across Port Transfer Parcels are finalized in scope and location, either an appropriate general note, general reservation or exception, or reservations and exceptions on an individual parcel basis will be inserted, unless a separate easement document is used.]

State of California)
)
County of San Francisco)

On _____, 199_ before me, _____,
personally appeared WILLIE LEWIS BROWN, JR. and _____,
_____, personally known to me (or proved to me on the basis
of satisfactory evidence) to be the persons whose names are
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, or the entity
on behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____ (Seal)