

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

CITY AND COUNTY OF SAN  
FRANCISCO,

REAL ESTATE DIVISION

25 VAN NESS, SUITE 400

SAN FRANCISCO, CA 94102

ATTN: DIRECTOR OF PROPERTY

Free Recording Requested Pursuant to  
Government Code Section 27383

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

### DECLARATION OF RESTRICTIONS

Dated as of \_\_\_\_\_, 2023

## DECLARATION OF RESTRICTIONS

THIS DECLARATION of RESTRICTIONS (“**Declaration**”) is dated as of \_\_\_\_\_, 2023 by THE CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**”), acting by and through the Real Estate Division of the Office of the City Administrator (“**Declarant**”), and is acknowledged and consented to by ARE-SAN FRANCISCO NO 15 OWNER, LLC, a Delaware limited liability company (“**Owner**”).

### RECITALS

A. City is the owner of certain real property located in the City and County of San Francisco, California, described as a portion of “State Trust Parcel 2,” which includes a portion of “Street Vacation SV-35” shown on the “Map of Mission Bay” filed in Book Z of Maps at Pages 97 through 119, in the Office of the County Recorder of the City and County of San Francisco (also known as Block 8709, Lot 002 together with a portion of Street Vacation SV-35), which are within a portion of a proposed park that is commonly identified as Park P7 in Mission Bay South, as more particularly described in Exhibit A to this Declaration (the “**Burdened Parcel**”).

B. The purpose of this Declaration is to benefit certain real property that is owned by Owner and abuts the Burdened Parcel, described as Lot 17 of Final Map No. 4375 filed in Book CC of Survey Maps at Pages 123 through 131, in the Office of the County Recorder of the City and County of San Francisco (also known as Block 8709, Lot 017 and commonly identified as 1450 Owens Street, San Francisco, California), as more particularly described in Exhibit B attached to this Declaration (the “**Benefitted Parcel**”).

C. The City’s Commission on Community Investment and Infrastructure, Oversight Board, the Board of Supervisors, and the Planning Commission issued certain approvals and entitlements for Owner to build a seven-story building on the Benefitted Parcel (the “**Building**”). In order for the Building to abut the boundary between the Burdened Parcel and the Benefitted Parcel and satisfy requirements of the San Francisco Building Code (including the San Francisco Building Code, the California Building Code, the Mechanical Code, the Electrical Code, and the Plumbing Code, and including any amendments thereto, collectively referred to herein as the “**Code**”) in effect as of the date Owner submitted the building permit application for the Building, Declarant, acting in City’s proprietary capacity, has agreed to impose certain additional open space restrictions on the Burdened Parcel for the benefit of the Benefitted Parcel.

D. Declarant intends the written consent of the City’s Director of Property, acting in City’s proprietary capacity, and the Director of City’s Department of Building Inspection and Fire Marshal (collectively, “**DBI**”), acting in City’s regulatory capacity, shall be both required to modify, revoke, or terminate the restrictions imposed in this Declaration.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant does hereby declare with respect to the Burdened Parcel and the Benefitted Parcel that the Burdened Parcel is to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants, all of which are imposed as equitable servitudes upon the Burdened Parcel. All of the limitations, restrictions, reservations, rights, conditions and covenants in this

Declaration shall run with and burden the Burdened Parcel and run with and benefit the Benefitted Parcel, any portion of them and any interest in them, and all persons having or acquiring any rights, title or interest in the Burdened Parcel and the Benefitted Parcel, any portion of them and any interest in them, and their successors, heirs and assigns.

1. No-Build Zone Area. City hereby establishes a “**No-Build Zone Area**” on a portion of the Burdened Parcel, as described and depicted on Exhibit C to this Declaration. For as long as this Declaration continues in effect, no new permanent structure or other permanent improvement shall be constructed or maintained on the No-Build Zone Area, except as approved by DBI if such approval is required under the provisions of the Code. However, this Declaration shall not prohibit the maintenance, construction and installation of encroachments of building systems, light facilities, utility facilities, recreational facilities, pavers, landscaping, fences and similar facilities, nor prohibit the temporary installation of scaffolding or other equipment to be used for the Burdened Parcel maintenance activities in the No-Build Zone Area, as long as such improvements do not conflict with Fire Department access to the Benefitted Parcel and have been approved in writing by the Director of Property and by DBI if such approval is required by the Code. The assumed property line between the Burdened Parcel and the Benefitted Parcel shall be the north boundary of the No-Build Zone Area, as depicted on Exhibit C to this Declaration, with respect to any future building installation on the Burdened Parcel and exterior alterations to the wall of any building located on the Burdened Parcel facing the No-Build Zone Area, for purposes of Code compliance only, including compliance with Code requirements relating to building setbacks, yards, courts, exit courts, property line protection, opening protection, parapets, and all other relevant Code provisions.

2. Annual Payment. In consideration of City’s agreement to enter into this Declaration, Owner shall pay to Declarant an Annual Payment in the amount of Seventy Two Thousand Dollars (\$72,000.00) on January 1st of each year for the duration of this Declaration (the “**Annual Payment**”), provided that the Annual Payment for any partial year shall be prorated. The Annual Payment shall be adjusted each year to equal one hundred three percent (103%) of the Annual Payment for the period immediately preceding the Adjustment Date, provided that City’s Director of Property shall have the right to waive any such increase in writing in the Director of Property’s sole discretion. If Owner fails to make any Annual Payment to the City when due hereunder, and Owner fails to cure such nonpayment within ninety (90) days of receiving written notice of such nonpayment from the City, then Owner shall be in default under this Declaration. Upon the occurrence of a default by Owner, City shall be entitled to exercise all rights available at law and equity; provided, that City shall not (and hereby waives the right to) terminate, cancel or rescind (collectively, “**Terminate**”) this Declaration, and City shall be limited to the remedies of damages and specific performance unless Owner fails to pay any damages awarded City by a court with jurisdiction, in which case City may terminate this Declaration by delivering written notice of such Termination to Owner.

3. Maintenance and Repair. Declarant shall at all times cause the No-Build Zone Area described herein to be maintained in a condition adequate for purposes granted hereunder, except as may otherwise be permitted under Section 1 hereof. City reserves the right to use the Burdened Property in any way that is not inconsistent with the terms of this Declaration.

4. Special Restrictions. With respect to the Burdened Parcel, Declarant and its successors-in-interest and, with respect to the Benefitted Parcel, Owner and its successors-in-interest shall submit a copy of this Declaration as part of any building permit applications that are submitted to DBI on or after the effective date of this Declaration that could affect the No-Build Zone Area and its compliance with the Code.

5. Duration. The restrictions contained in this Declaration shall remain in effect until (i) the Building is demolished or set back from the actual boundary of the Burdened Parcel and the Benefitted Parcel in a manner that meets the building setbacks, yards, courts, exit courts, property line protection, parapets, and all other relevant provisions of the Code in effect at the time of such alteration, or (ii) this Declaration is revoked or terminated pursuant to Section 2 or Section 6 below.

6. Modification, Revocation or Termination. This Declaration has been recorded in order to satisfy the requirements of the Code as to the Building in effect as of the date Owner submitted the building permit application for the Building and shall automatically terminate at any time that the Building is removed. In the event of termination, Owner will execute and deliver a quitclaim deed of all of Owner's rights, privileges, or interests pursuant to this Declaration to City within thirty (30) days following City's request. This Declaration may not be modified or revoked except through a written amendment that is duly executed by City's Director of Property, the Director of DBI, and the Owner of the Benefitted Parcel, or their respective successor(s)-in-interest, and no such amendment shall be effective unless it is recorded in the Official Records of San Francisco County.

7. Limitation of Liability. The City shall have no liability whatsoever hereunder with respect to the condition of the Benefitted Parcel or the Building, and City's Department of Building Inspections shall have no liability whatsoever hereunder with respect to the condition of the No-Build Zone Area.

8. No Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication to the general public or for any public purposes whatsoever, it being the intention that this Declaration be strictly limited to and for the purposes expressed.

9. Notices. Any and all notices, requests, demands or other communications hereunder shall be deemed to have been duly given if in writing and if (a) personally delivered to the recipient, (b) delivered for priority next business day delivery to the recipient by a nationally reputable overnight courier service providing for receipted delivery, with delivery charges prepaid, or (c) delivered by registered or certified mail, return receipt requested, first class postage prepaid to the recipient, in each case, addressed as follows:

If to City:                      Real Estate Division  
   25 Van Ness Avenue, Suite 400  
   San Francisco, California 94102  
   Attn: Director of Property  
   Telephone: (415) 554-9860  
   Email: [RealEstateAdmin@sfgov.org](mailto:RealEstateAdmin@sfgov.org)

If to Owner: ARE San Francisco No. 15 Owner, LLC  
26 North Euclid Avenue  
Pasadena, California 91101  
Attention: Corporate Secretary  
Telephone: (626) 578-0777

With a copy to: Cox, Castle & Nicholson LLP  
50 California Street, Suite 3200  
San Francisco, CA 94111  
Attn: Margo Bradish  
Telephone: (415) 262-5101  
Email: [mbradish@coxcastle.com](mailto:mbradish@coxcastle.com)

The date of such notice shall be the date of actual delivery to the recipient thereof. Any party may change its address (and the person(s) to whom notice is to be sent) for purposes of this Section by giving written notice of such change to the other party in the manner provided in this Section. For convenience of the parties, copies of notices may also be given by email to the email address number set forth above, but neither party may give official or binding notice by email.

10. Recitals. Each of the Recitals to this Declaration is incorporated by reference as if fully set forth herein.

IN WITNESS WHEREOF, Declarant executed this instrument effective as of the day and year first above written.

DECLARANT, as owner of the Burdened Parcel:

THE CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: \_\_\_\_\_  
Andrico Q. Penick, Director of Real Estate

APPROVED

THE CITY AND COUNTY OF SAN FRANCISCO,  
acting by and through the Department of Building Inspection

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

CITY FIRE MARSHAL

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

APPROVED AS TO FORM  
David Chiu, City Attorney

By: \_\_\_\_\_  
John Malamut  
Deputy City Attorney

[ACKNOWLEDGMENT AND CONSENT ON FOLLOWING PAGE]

**ACKNOWLEDGEMENT AND CONSENT**

To receive the benefit of this Declaration, Owner acknowledges that it and each future owner and tenant of the Benefitted Parcel will submit a copy of this Declaration with any building permit applications related to exterior alterations to the Benefitted Parcel facing on the No-Build Zone Area that are submitted to DBI on or after the date of this Declaration. By accepting title to any portion of the Benefitted Parcel, each future owner shall be deemed to have accepted this obligation. Owner authorizes City to record this Declaration against record title of the Benefitted Parcel in the Official Records of San Francisco County.

ARE-SAN FRANCISCO NO. 15 OWNER, LLC,  
a Delaware limited liability company


By: ARE-San Francisco No. 15 HoldCo, LLC,  
a Delaware limited liability company,  
managing member

By: ARE-San Francisco No. 15 JV, LLC,  
a Delaware limited liability company,  
managing member

By: ARE-San Francisco No. 15, LLC  
a Delaware limited liability company,  
managing member

By: Alexandria Real Estate Equities, L.P.,  
a Delaware limited partnership,  
managing member

By: ARE-QRS Corp.,  
a Maryland corporation,  
general partner

By:   
Name: Gregory Kay  
Its: Senior Vice President  
Real Estate Legal Affairs  
Date: 11/29/2023

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

STATE OF CALIFORNIA )

COUNTY OF Los Angeles)

On November 29, 2023 before me RACHEL EARLE, Notary Public  
(insert name and title of the officer) personally appeared  
GREGORY KAY, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Rachel Earle (Seal)





**EXHIBIT A**

**Legal Description and Depiction of Burdened Parcel**

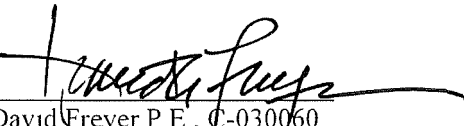
(Attached)

**EXHIBIT A  
LEGAL DESCRIPTION  
(BURDENED PARCEL)**

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

Being a portion of Assessor's Block 8709 Lot 2 and a portion of Street Vacation SV-35 as said lot and street vacation are shown on that certain map entitled "Map of Mission Bay" filed July 19, 1999 in Book Z of Maps at Pages 97 through 119, inclusive, in the Office of the County Recorder of the City and County of San Francisco, State of California

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act

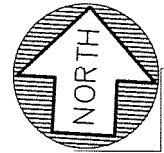
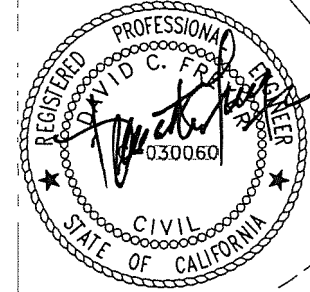
  
David Freyer P E , C-030060

10.25.23  
Date



**LEGEND:**

----- PROPERTY LINE  
----- EASEMENT LINE



SCALE  
1" = 60'

MAP OF MISSION BAY  
(APN 8709-003)  
Z MAPS 97-119

MAP OF MISSION BAY  
(APN 8709-002)  
Z MAPS 97-119

PORTRION OF  
PROPOSED  
PARK P7

STREET VACATION  
SV-35  
(FORMER OWENS  
STREET)

PROPOSED NO BUILD EASEMENT

APN 8709-016  
CC SM 123-131  
LOT 16

FINAL MAP NO 4375  
(APN 8709-017)  
CC SM 123-131  
LOT 17

CITY AND COUNTY OF SAN FRANCISCO 10/13/2023



CIVIL ENGINEERS SURVEYORS CONSTRUCTION MANAGERS  
150 Executive Park Blvd • Suite 4200 San Francisco CA 94134  
(415) 534 7070 • www.freyerlaureta.com

EXHIBIT A (BURDENED PARCEL)  
PLAT TO ACCOMPANY LEGAL DESCRIPTION

**EXHIBIT B**

**Legal Description and Depiction of Benefited Parcel**

(Attached)

**EXHIBIT B  
LEGAL DESCRIPTION  
(BENEFITTED PARCEL)**

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

Lot 17 as shown on Final Map No 4375 filed April 8, 2009, in Book CC of Survey Maps at Pages 123 through 131, inclusive, in the Office of the County Recorder of the City and County of San Francisco, State of California

Containing 49,528 square feet (1.14 acres) more or less

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act

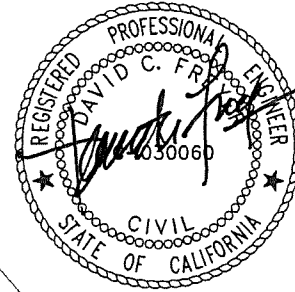
  
David Freyer P.E., C-030060

10.25.23  
Date



**LEGEND:**

----- PROPERTY LINE



STREET  
VACATION  
(FORMERLY  
SOWENBER  
STREET)

OWENS STREET

MAP OF MISSION BAY  
(APN 8709-002)  
Z MAPS 97-119

N86°49'04"E 338 13'

S73°45'49"W (R)

S69°36'29"W (R)

FINAL MAP NO. 4375  
(APN 8709-017)  
CC SM 123-131  
LOT 17

S64°59'57"W (R)

R=985.50'  
D=4°36'32"  
L=19.27'

APN 8709-016  
CC SM 123-131

R=1159.22'  
D=3°21'11"  
L=11.11'

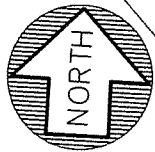
N61°33'25"E 323 72'

APN 8709-018  
CC SM 123-131

S62°34'26"W (R)

APN 8709-019  
CC SM 123-131

CITY AND COUNTY OF SAN FRANCISCO 10/13/2023



SCALE

1" = 60'



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150 Executive Park Blvd Suite 4200 San Francisco CA 94134  
(415) 534-7070 www.freyerlaureta.com

EXHIBIT B (BENEFITTED PARCEL)  
PLAT TO ACCOMPANY LEGAL DESCRIPTION

**EXHIBIT C**

**Legal Description and Depiction of the No-Build Zone Area**

(Attached)

**EXHIBIT C  
LEGAL DESCRIPTION  
(NO-BUILD ZONE AREA)**

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

Being a portion of Assessor's Block 8709 Lot 2 and a portion of Street Vacation SV-35 as said lot and street vacation are shown on that certain map entitled "Map of Mission Bay" filed July 19, 1999 in Book Z of Maps at Pages 97 through 119, inclusive, in the Office of the County Recorder of the City and County of San Francisco, State of California and being more particularly described as follows

**COMMENCING** at the northwesterly corner of Lot 17 as shown on that certain map entitled Final Map No 4375 filed April 8, 2009 in Book CC of Survey Maps at Pages 123 through 131, inclusive, in the Office of said County Recorder, thence North 86°49'04" East 9 41 feet along the northerly line of said Lot 17 to the **TRUE POINT OF BEGINNING**, thence proceeding clockwise the following courses and distances North 03°10'56" West 24.00 feet to a line parallel with and distance northerly 24 00 feet, measured at right angles, from said northerly line, thence North 86°49'04" East 246 63 feet along said parallel line, thence South 03°10'56" East 24 00 to said northerly line, thence South 86°49'04" West 246 63 feet along said northerly line to the **TRUE POINT OF BEGINNING**

Containing 5919 12 square feet (0 14 acres) more or less

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act

  
David Freyer P. E., C-030060

10-25-23  
Date

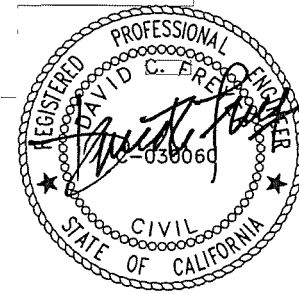




**LEGEND:**

- EASEMENT LINE
- PROPERTY LINE

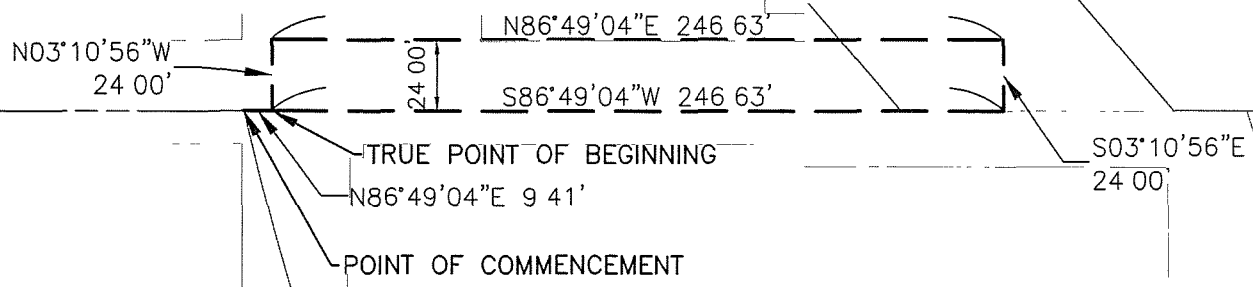
PORTION OF  
PROPOSED  
PARK P7



MAP OF MISSION BAY  
(APN 8709-002)  
Z MAPS 97-119

1/4" STREET  
(FOR LOCATION  
OF OWEN'S  
STREET)

OWEN'S STREET

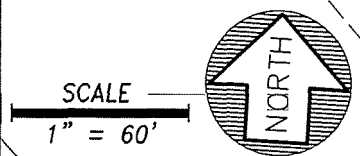


FINAL MAP 4375  
(APN 8709-017)  
CC SM 123-131  
LOT 17

APN 8709-016  
CC SM 123-131

APN 8709-018  
CC SM 123-131

APN 8709-019  
CC SM 123-131



CITY AND COUNTY OF SAN FRANCISCO 10/13/2023



**FREYER & LAURETA, INC.**  
CIVIL ENGINEERS • SURVEYORS • CONSTRUCTION MANAGERS  
150 Executive Park Blvd Suite 4200 San Francisco CA 94134  
(415) 534-7070 www.freyerlaureta.com

EXHIBIT C (NO-BUILD ZONE AREA)  
PLAT TO ACCOMPANY LEGAL DESCRIPTION