



~~CONSENT TO EXTENSION OF~~  
~~2014 NOV -4 PM 1:27~~  
~~AGREEMENT~~  
(Temporary City Access and Use —  
ARE Portion of Seventh Street and Mission Bay Drive Intersection;  
Permanent Street and Utility Improvements)

This **CONSENT TO EXTENSION OF AGREEMENT (Temporary City Access and Use — ARE Portion of Seventh Street and Mission Bay Drive Intersection; Permanent Street and Utility Improvements)** (this "Consent") is made effective as of August 1, 2014 (the "Effective Date"), by **ARE-San Francisco No 15, LLC**, a Delaware limited liability company ("ARE").

R E C I T A L S

A. ARE and the City and County of San Francisco, a municipal corporation ("City"), have entered into that certain "Agreement (Temporary City Access and Use — ARE Portion of Seventh Street and Mission Bay Drive Intersection; Permanent Street and Utility Improvements)" (the "**Agreement**") dated as of April 2, 2013, whereby ARE granted to City a non-exclusive temporary license for the use, maintenance and repair of the "**License Area Improvements**" (as defined in the Agreement), to the extent, if any, of ARE's interest therein, and for access in, on and over the "**License Area**" (as defined in the Agreement) for public pedestrian and vehicular access, ingress and egress and for use of utility facilities by City and its officers, employees, agents, contractors, subcontractors, and invitees, including, without limitation, the general public, for sidewalk, street and roadway purposes and utility purposes ("**Temporary License**") for the term specified in Section 4 of the Agreement, on the terms and conditions set forth in the Agreement. Unless otherwise defined herein, all capitalized words and terms used in this Consent shall have the meanings given to them in the Agreement.

B. Section 4 of the Agreement provides that the term of the Temporary License shall continue until the earlier of (A) one (1) year from the Commencement Date (unless such time is extended through appropriate action of the Board of Supervisors, in its sole discretion, prior to such date, with ARE's consent, which shall not be unreasonably withheld), or (B) with respect to the license to use the License Area Improvements, City's acceptance of dedication, by action of the Board of Supervisors, of the License Area Improvements (or a portion thereof) for public utility and public street purposes, as applicable, for public use, responsibility and maintenance, and with respect to the license to use the License Area, the date of ARE's grant and City's acceptance of the fee interest in the License Area. Unless otherwise extended, the term of the Agreement was scheduled to expire on April 1, 2014.

C. City's Director of Public Works has recommended or will recommend that City's Board of Supervisors adopt a Resolution extending the term of the Temporary License, and ARE is willing to consent to such extension, on the terms and conditions set forth in this Consent.

NOW THEREFORE, ARE hereby consents to the extension of the term of the Temporary License on the following terms and conditions:


IN WITNESS WHEREOF, ARE has executed this Consent as of the date set forth below to be effective upon the Effective Date.

ARE:

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

By: Alexandria Real Estate Equities, L.P.,  
a Delaware limited partnership, Managing Member

By: ARE-QRS Corp.,  
a Maryland corporation, General Partner

By:   
Eric S. Johnson  
Print Name: Vice President  
Print Title: Real Estate Legal Affairs  
Dated: 10/8/14