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**CANDLESTICK POINT STATE RECREATION AREA  
RECONFIGURATION, IMPROVEMENT AND TRANSFER AGREEMENT**

This CANDLESTICK POINT STATE RECREATION AREA RECONFIGURATION, IMPROVEMENT AND TRANSFER AGREEMENT ("Reconfiguration Agreement" or "Agreement") is dated for reference as of April 6, 2011. The parties to this Reconfiguration Agreement (each individually a "Party," and collectively "Parties") are the State of California, acting by and through the State Lands Commission ("Commission"); the State of California, acting by and through the Department of Parks and Recreation ("State Parks"); and the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic ("Agency"). This Reconfiguration Agreement is entered into pursuant to Chapter 203 of the Statutes of 2009 ("SB 792").

**RECITALS**

A. This Reconfiguration Agreement concerns the real property located in the City and County of San Francisco ("City") within the area commonly known as Candlestick Point, including certain lands within Candlestick Point State Recreation Area ("CPSRA"). The purpose of this Reconfiguration Agreement is to provide for the reconfiguration and improvement of the CPSRA, and to facilitate the redevelopment of areas surrounding the CPSRA, in accordance with SB 792. SB 792 authorizes the director of State Parks ("Director") to enter into an agreement for

the transfer of certain lands within the CPSRA to the Agency in exchange for the transfer of lands from the Agency to State Parks, funding for operation and maintenance of the CPSRA, funding for the planning and construction of improvements to be added to the CPSRA, and other consideration, having an aggregate value of at least fifty million dollars (\$50,000,000.00), provided the agreement will result in an overall benefit to the CPSRA and meets certain other requirements.

B. In addition to the conveyances described in this Reconfiguration Agreement, an integral part of the reconfiguration contemplated by SB 792 will be implemented pursuant to that certain Hunters Point Shipyard/Candlestick Point Title Settlement, Public Trust Exchange and Boundary Line Agreement, recorded in the office of the City and County of San Francisco Recorder on June 27, 2011 as Document No. 306009 (“Trust Exchange Agreement”). The purpose of the Trust Exchange Agreement is to establish the Public Trust (as defined below) on certain lands, and to terminate the Public Trust in certain other lands, within Candlestick Point and the adjacent Hunters Point Naval Shipyard (“Shipyard”; Candlestick Point and the Shipyard collectively the “Subject Area”). Under SB 792, Public Trust lands that are within the Subject Area and outside the CPSRA are granted to the Agency subject to the Public Trust, and subject to the “applicable statutory trust” as that term is defined in SB 792 (“Statutory Trust”). By the Trust Exchange Agreement, State Parks, the Commission and the Agency have agreed to make certain conveyances of lands for the purpose of impressing certain lands with the Public Trust and terminating the Public Trust in certain other lands as authorized by SB 792 (“Trust Exchange”), including lands within the CPSRA. The respective ownership interests of State Parks and the Commission in CPSRA following the Initial Closing Phase of the Trust Exchange are depicted in **Exhibit A** (“Illustrative Plat of Ownership Interests within CPSRA following Initial Closing Phase of Trust Exchange”). This Reconfiguration Agreement provides that, prior to or concurrently with the conveyance of lands under this Reconfiguration Agreement, the Trust Exchange shall have occurred as to the lands to be conveyed.

C. Consistent with SB 792, this Reconfiguration Agreement contemplates the conveyance from the State to the Agency of certain parcels currently within CPSRA (each a “Transfer Parcel” and collectively, the “Transfer Parcels”) in exchange for the conveyance from the Agency to the State of certain other parcels that are not presently included within the CPSRA, but are adjacent to the current CPSRA boundary (each an “Addition Parcel” and collectively the “Addition Parcels”). The Transfer Parcels are described and depicted in **Exhibit B** (“Legal Description and Plat of Transfer Parcels”). The Addition Parcels consist of lands adjacent to the CPSRA near Yosemite Slough (“Yosemite Slough Addition Public Trust Parcels”), described and depicted in **Exhibit C** (“Legal Description and Plat of Yosemite Slough Addition Public Trust Parcels”), and lands adjacent to the CPSRA’s southern shoreline (“Park Addition Parcels”), depicted in **Exhibit D** (“Illustrative Plat of Park Addition Parcels”). Fee title to the Yosemite Slough Addition Public Trust Parcels is presently claimed by the City. The City’s interest in those parcels will be transferred to the Commission pursuant to the Trust Exchange Agreement, subject to the conditions of that Agreement. The Park Addition Parcels are presently owned by the City, a portion of which is currently leased to the San Francisco Forty Niners football team (“49ers”). By separate agreement, the City is obligated to convey the Park Addition Parcels to the Agency when the 49ers lease expires or terminates and the 49ers have vacated the lease premises.

D. A substantial portion of the lands at Candlestick Point, including most of the lands within the CPSRA, were historically tide and submerged lands held by the State by virtue of its sovereignty, subject to the public trust for commerce, navigation and fisheries (“Public Trust”). Pursuant to various state statutes, the state sovereign lands at Candlestick Point were either conveyed into private ownership, or were reserved by the State for streets or other public purposes and subsequently granted and conveyed to the City. Certain of these conveyances were intended to terminate the Public Trust in the lands conveyed. However, certain lands were conveyed to the City pursuant to Chapter 1333 of the Statutes of 1968 (“Burton Act”), which granted the lands to the City subject to the Public Trust.

E. In 1973, the Legislature authorized State Parks to acquire and develop real property at Candlestick Point for the state park system. State Parks subsequently acquired private lands along the shoreline of Candlestick Point to create the CPSRA. In 1984, the City conveyed back to the State those lands within the CPSRA boundaries that had previously been granted to the City, including lands granted pursuant to the Burton Act. Most of those portions of the CPSRA that are subject to the Public Trust are currently held by the Commission and are leased to State Parks. The remaining lands within the CPSRA are held in fee by State Parks.

F. The CPSRA was the first California state park unit developed in an urban environment and is a critical component of the state park system. Between 1979 and 1981, State Parks received grants from the federal Land and Water Conservation Fund (“LWCF”) to assist with the development of trails, picnic areas, utilities, and other amenities within an approximately 35-acre portion of the CPSRA. At present, however, much of the CPSRA is underutilized and in need of substantial improvement, restoration, and reconfiguration. A substantial portion of the CPSRA, including most of the land comprising the Transfer Parcels, currently serves as a parking area for events at the adjacent football stadium. In other areas, specifically those portions of the CPSRA adjacent to the Park Addition Parcels, the CPSRA does not contain enough land adjacent to the shoreline to provide the desired level of public access. The CPSRA also lacks needed improvements, and many of the improvements that do exist are in a state of disrepair. In addition, the CPSRA lacks an adequate and reliable funding stream to support the operation and maintenance of the CPSRA.

G. The reconfiguration of the CPSRA, park improvements, and operation and maintenance funding called for in this Agreement are part of a larger redevelopment program for the Subject Area initiated by the City and the Agency. The redevelopment program is the product of many years of community planning efforts. In June 2008, the voters of the City approved Proposition G, the “Mixed Use Development Project for Candlestick Point and Hunters Point Shipyard.” Proposition G calls for the redevelopment of the Subject Area to provide, among other things, new business, employment and affordable housing opportunities for the Bayview Hunters Point community and the City, as well as major improvements to the CPSRA to enhance public access to the waterfront. Following an extensive public review process, the Agency certified an environmental impact report for a proposed mixed-use development on the Subject Area consistent with Proposition G (the “Project”). Among the public benefits of the Project is approximately 226 to 336 acres of new or improved public parks and open spaces. The Agency and CP Development Co., L.P., a Delaware limited partnership (“Developer”) have entered into a Disposition and Development Agreement (“DDA”) and related transaction documents to

effectuate the Project, and the City and the Agency have approved initial land use entitlements for the Project.

H. SB 792 requires that the State receive consideration having a value that equals or exceeds the greater of either the fair market value of the State property conveyed or fifty million dollars (\$50,000,000.00). An appraisal of the Project site, including the Transfer Parcels, entitled "Appraisal Report, Hunters Point Shipyard/ Candlestick Point Redevelopment Project Site, San Francisco, California," and dated April, 2010, was prepared by Clifford Associates and was reviewed and approved by the Real Estate Services Division of the Department of General Services ("DGS"). An update of the appraisal, dated October, 2010, was subsequently reviewed and approved by DGS. Based on the appraisal, the fair market value of the Transfer Parcels is substantially below \$50,000,000.00. Accordingly, this Agreement provides for consideration having a value of at least \$50,000,000.00 if all Transfer Parcels are conveyed to the Agency.

I. The reconfiguration contemplated by this Reconfiguration Agreement, including the conveyance of the Park Addition Parcels and some or all of the Yosemite Slough Addition Public Trust Parcels to the State, will result in a configuration of the CPSRA that substantially conforms to the configuration shown on the diagram included as Section 27 of SB 792 and more particularly illustrated on the map on file with the City's Planning Department entitled "Proposed State Park Land Exchange" and dated September 3, 2009 ("Statutory Configuration").

J. This Agreement permits the conveyances described herein to occur in a series of phased closings. The initial closing provides for the conveyance to the Agency of the lands depicted as "Initial Closing Phase" in **Exhibit F** ("Illustrative Plat of Phase Areas") and more particularly described in **Exhibit S** ("Legal Description and Plat of Initial Transfer Parcels"). Subsequent closings may occur in one or more later phases. The dollar amount of consideration, other than real property, that is provided to State Parks at each closing will be prorated based on the area of land conveyed to the Agency and removed from the CPSRA in that closing, in proportion to the total area of the Transfer Parcels. Each subsequent closing will consist of the lands within the boundaries of one or more of the areas depicted in **Exhibit F** (each a "Phase Area"), as those boundaries may be modified in accordance with this Reconfiguration Agreement.

K. Portions of the Transfer Parcels located approximately within the Arelious Walker Drive right-of-way, referred to as the "Walker Drive State Parks Transfer Parcel" and the "Walker Drive Commission Transfer Parcels" (collectively "Walker Drive Transfer Parcels") and depicted in **Exhibit G** ("Illustrative Plat of Walker Drive Transfer Parcels"), are the location of the north and south approaches to a proposed bridge spanning Yosemite Slough ("Bridge"). This Agreement provides for the reverter of the Walker Drive Transfer Parcels from the Agency to the State if construction of the Bridge has not proceeded in accordance with the terms set forth herein.

L. Improvements within the CPSRA are governed by the CPSRA General Plan, which was last amended in 1988 ("1988 CPSRA General Plan"). State Parks is currently undertaking an amendment of the 1988 CPSRA General Plan. Designation of those improvements to be constructed in the CPSRA pursuant to this Reconfiguration Agreement will occur after the amendment of the CPSRA General Plan. In the event a closing occurs prior to the completion of the CPSRA General Plan amendment process, and the subsequent designation of specific

improvements to be constructed or funded by the Agency, this Agreement requires the Agency to provide State Parks with a cash deposit or other security to be used for the construction of improvements.

M. A portion of the CPSRA is the site of the Yosemite Slough Restoration Project (“Restoration Project”), a joint project of the California State Parks Foundation, a California nonprofit public benefit corporation (“CSPF”), and State Parks. The purpose of the Restoration Project is to restore tidal wetlands and associated wildlife habitat around Yosemite Slough (or “Slough”), provide public access thereto, and to provide mitigation for certain public projects affecting the San Francisco Bay. This Agreement includes provisions to ensure that the design and construction of the Bridge is coordinated with the implementation of the Restoration Project and will incorporate design elements that are consistent with the objectives of the Restoration Project.

N. The Agency approved execution of an agreement substantially in the form of this Agreement through Agency Resolution 68-2010, adopted by the Agency on June 3, 2010.

O. The Commission approved execution of an agreement substantially in the form of this Agreement on April 6, 2011.

## AGREEMENT

1. Definitions. Terms in this Agreement are defined as they appear herein. Exhibit V (“Definitions”) contains a list of defined terms and the sections in which they are defined.

2. Conveyance of the Transfer Parcels to Agency. In accordance with and subject to the phasing procedures described in Section 5, the closing procedures described in Section 12, the conditions of closing described in Section 13, and the other terms, conditions and covenants of this Agreement, the State shall convey the Transfer Parcels to the Agency as follows:

2.1 The Commission shall convey, remise, release, and forever quitclaim to the Agency, in trust, all of the State’s right, title, and interest existing by virtue of its sovereignty, or otherwise, the real property described and depicted as “Commission Transfer Parcels” in Exhibit B, subject to the Public Trust and the Statutory Trust. A conveyance made pursuant to this paragraph shall be by patent in the form of Exhibit H (“Form of Patent of Commission Transfer Parcels”), except that, with respect to the Walker Drive Commission Transfer Parcels, the patent shall be in the form of Exhibit I (“Form of Patent of Walker Drive Commission Transfer Parcels”) and shall provide that the Commission retains a power of termination, pursuant to which the Commission shall have the power to re-enter and take possession and title to the Walker Drive Commission Transfer Parcels, at no cost to the Commission, if, subject to force majeure, substantial physical construction of the Bridge (i) has not commenced on or before June 1, 2025, or such later date as the Commission and the Agency may agree in writing, or (ii) after June 1, 2025, is not diligently prosecuted to completion as part of a sustained and continuous construction plan. The conveyance of the Commission Transfer Parcels shall be accepted by the Agency upon the terms set forth in its Certificate of Acceptance, which shall be in the form of Exhibit J (“Form of Agency’s Certificate of Acceptance of Commission Transfer Parcels”).

2.2 State Parks shall convey, remise, release, and forever quitclaim to the Agency all of State Park's right, title, and interest in the real property described and depicted as "State Parks Transfer Parcels" in **Exhibit B**, excepting any reservations made in accordance with Section 2.5 below. A conveyance made pursuant to this paragraph shall be by quitclaim deed in the form of **Exhibit K** ("Form of Quitclaim Deed for State Parks Transfer Parcels"), except that, with respect to the Walker Drive State Parks Transfer Parcel, the quitclaim deed shall be in the form of **Exhibit L** ("Form of Quitclaim Deed for Walker Drive State Parks Transfer Parcel") and shall provide that State Parks retains a power of termination, pursuant to which State Parks shall have the power to re-enter and take possession and title to the Walker Drive State Parks Transfer Parcel, at no cost to State Parks, if, subject to force majeure, substantial physical construction of the Bridge (i) has not commenced on or before June 1, 2025, or such later date as the State Parks and the Agency may agree in writing, or (ii) after June 1, 2025, is not diligently prosecuted to completion as part of a sustained and continuous construction plan. The conveyance of the State Parks Transfer Parcels shall be accepted by the Agency upon the terms set forth in its Certificate of Acceptance, which shall be in the form of **Exhibit M** ("Form of Agency's Certificate of Acceptance of State Parks Transfer Parcels").

2.3 For any Transfer Parcel that the Agency determines may include lands that were previously transferred by the State pursuant to Chapter 2 of the Statutes of 1958, First Extraordinary Session ("1958 Act"), and may be subject to restrictions or other encumbrances on title arising from or imposed pursuant to Section 3 of the 1958 Act, the Commission shall, as part of the closing involving such Transfer Parcel, take all reasonably necessary actions to remove such restrictions and encumbrances from the Transfer Parcel in accordance with section 28 of SB 792, which actions may include, without limitation, a quitclaim to the Agency of the Transfer Parcel terminating any such restrictions and encumbrances.

2.4 If State Parks holds any leasehold or other interest in the Commission Transfer Parcels at the time of closing, State Parks shall quitclaim such interest to the Agency by way of a quitclaim deed substantially in the form of **Exhibit K**, which the Agency shall accept upon the same terms as set forth in **Exhibit J**.

2.5 State Parks may reserve from its quitclaim to the Agency of any Transfer Parcel overlying any part of the underground utilities serving the CPSRA installed pursuant to Land and Water Conservation Fund Contract number 06-00871 an easement for the operation, maintenance, and replacement of such utilities. Notwithstanding the foregoing, State Parks shall not reserve any easement in any Transfer Parcel conveyed after such time as equivalent or better alternative utilities are constructed to serve those areas of the CPSRA currently served by the existing utilities. Immediately upon the commencement of service in such alternative utilities, State Parks shall quitclaim to the Agency any and all utility easements reserved pursuant to this section. State Parks and the Agency shall mutually agree upon the form of such quitclaim.

3. Conveyance of the Addition Parcels to State. In accordance with and subject to the phasing procedures described in Section 5, the closing procedures described in Section 12, the conditions of closing described in Section 13, and the other terms, conditions and covenants of this Reconfiguration Agreement, the Agency shall convey the Addition Parcels to the State as follows:

3.1 The Agency shall convey, remise, release, and forever quitclaim to the Commission all of its right, title, and interest in the Yosemite Slough Addition Public Trust Parcels, described and depicted in **Exhibit C**, and the real property depicted as “Park Addition Public Trust Parcel” in **Exhibit D**. A conveyance made pursuant to this paragraph shall be by quitclaim deed in the form of **Exhibit N** (“Form of Quitclaim Deed for Yosemite Slough Addition/Park Addition Public Trust Parcels”).

3.2 The Commission shall accept the conveyances of the Yosemite Slough Addition Public Trust Parcels and the Park Addition Public Trust Parcel upon the terms set forth in its Certificate of Acceptance, which shall be in the form of **Exhibit O** (“Form of Commission’s Certificate of Acceptance for Yosemite Slough Addition/Park Addition Public Trust Parcels”).

3.3 The Agency shall convey, remise, release, and forever quitclaim to State Parks all of its right, title, and interest in the real property depicted as “Park Addition Trust Termination Parcel” in **Exhibit D**. A conveyance made pursuant to this paragraph shall be by quitclaim deed in the form of **Exhibit P** (“Form of Quitclaim Deed for Park Addition Trust Termination Parcel”).

3.4 State Parks shall accept the conveyance of the Park Addition Trust Termination Parcel upon the terms set forth in its Certificate of Acceptance, which shall be in the form of **Exhibit Q** (“Form of State Parks’ Certificate of Acceptance of Park Addition Trust Termination Parcel”).

3.5 The Commission shall lease the Yosemite Slough Addition Public Trust Parcels and the Park Addition Public Trust Parcel to State Parks for a term of 66 years, and State Parks shall accept the lease. The lease shall be substantially in the form of **Exhibit R** (“Form of Lease from Commission to State Parks”).

3.6 Notwithstanding the foregoing, the Agency shall have no obligation to convey, and the Commission shall have no obligation to accept, the Yosemite Slough Addition Public Trust Parcels, or any portion thereof, to the extent the land has not been conveyed (or will not concurrently be conveyed) to the Agency as part of the Trust Exchange, as provided in Section 3.1(e) of the Trust Exchange Agreement.

3.7 If the portion of the Trust Exchange pertaining to the Yosemite Slough Addition Public Trust Parcels or the Park Addition Parcels is to occur concurrently with the conveyances of those parcels under this Reconfiguration Agreement, the Parties may, by mutual agreement, consolidate the required conveyances as appropriate to simplify the transaction, provided the agreed conveyances are consistent with the intent of the Trust Exchange Agreement and this Reconfiguration Agreement.

4. **Additional Park Consideration.** In further consideration for the conveyance of the Transfer Parcels to the Agency, and in accordance with and subject to the phasing procedures described in Section 5, the closing procedures described in Section 12, the conditions of closing described in Section 13, and the other terms, conditions and covenants of this Agreement, the Agency shall additionally provide the following consideration to State Parks (“Additional Park Consideration”):

4.1 Ten million dollars (\$10,000,000.00) to be invested and disbursed in the manner agreed by State Parks and the Agency in accordance with Section 14 of this Agreement, for the exclusive purpose of providing a dedicated source for future funding for the operation and maintenance of the CPSRA (“O&M Funding”).

4.2 Forty million dollars (\$40,000,000.00), in the manner prescribed by Section 6 of this Agreement, for (a) planning and constructing park-related improvements within the CPSRA, which may be provided in kind by the assumption of responsibility for construction (and the provision of security before the start of construction) (“Park Improvement Commitment”), and (b) State Park’s legal, transactional, planning, or other costs associated with actions carried out pursuant to Section 26 of SB 792 (“Reimbursement Amount”) in accordance with Section 4.3 of this Agreement.

4.3 Reimbursement Amount. The Reimbursement Amount to be credited toward the Additional Park Consideration due at each Closing Phase (defined in Section 5.1 below) shall consist of all amounts actually paid by the Agency prior to that Closing Phase as reimbursement to or on behalf of State Parks for purposes of legal, transactional, planning, or other costs, including but not limited to costs of designing improvements for the CPSRA, pursuant to separate agreements between the Agency and State Parks (including but not limited to agreements entered into or amended after the effective date of this Agreement), but excluding any portion of those amounts that has been previously credited toward Additional Park Consideration in a prior Closing Phase. Prior to each Closing Phase, State Parks and the Agency shall memorialize the Reimbursement Amount applicable to that Closing Phase in a writing signed by both parties, and shall deposit the writing into escrow prior to closing.

## 5. Phasing

5.1 General. The conveyances and provision of consideration described in Sections 2, 3, and 4 of this Agreement will occur in a series of phased closings (each a “Closing Phase”), subject to the terms and conditions of this Agreement. The timing of the Closing Phases is to be determined by the Agency, with Closing Phases expected to proceed concurrently with the phased redevelopment currently planned for Candlestick Point. Each Closing Phase will consist of the conveyance of the lands within one or more of the four Phase Areas depicted in **Exhibit F**. The area depicted as “Phase Area 2A” in **Exhibit F** shall be included as part of Phase 2, except as provided in Section 5.4(b). At each Closing Phase, subject to the conditions of closing set forth in this Agreement, the Parties’ obligations shall be as follows:

a. The Parties shall be obligated to convey only those portions of the Transfer Parcels that lie within the boundaries of the Phase Area applicable to that Closing Phase.

b. The Agency shall provide Additional Park Consideration in a minimum amount per acre of land being conveyed to the Agency and removed from the CPSRA in that Closing Phase (“Minimum Amount Per Acre”). The Minimum Amount Per Acre shall be calculated according to the following formula: \$50,000,000.00 divided by the total acreage of the Transfer Parcels. The total acreage of the Transfer Parcels shall be determined by the survey of the Transfer Parcels required by Section 5.5. (By way of example, if the survey determines

that the acreage of the Transfer Parcels equals the current estimate of 26.6 acres, the Minimum Amount Per Acre will be \$1,879,699.25.) Notwithstanding the foregoing, the Minimum Amount Per Acre may be adjusted pursuant to Section 7.3, which describes the manner in which the Minimum Amount Per Acre shall be calculated in the event that a boundary adjustment reduces the overall acreage of the Transfer Parcels.

5.2 Initial Closing. At the initial Closing Phase (“Initial Closing Phase”), State Parks and the Commission shall each convey to the Agency those portions of the State Parks Transfer Parcels and Commission Transfer Parcels, respectively, lying within the boundaries of the Initial Closing Phase Area depicted in **Exhibit F** (collectively, “Initial Transfer Parcels”), except as provided herein. The Initial Transfer Parcels consist of the State Parks Initial Transfer Parcel, the Walker Drive State Parks Transfer Parcel, and the Walker Drive Commission Transfer Parcels, each as more particularly described in **Exhibit S** (“Legal Description and Plat of Initial Transfer Parcels”). The Agency shall convey to the Commission the Yosemite Slough Addition Public Trust Parcels as described and depicted in **Exhibit C**; provided, however, that the Initial Closing Phase shall not include, and the Agency shall have no obligation to convey, any portion of the Yosemite Slough Addition Public Trust Parcels that have not been conveyed to the Agency as part of the Trust Exchange. In addition the Agency shall provide Additional Park Consideration in the Minimum Amount Per Acre, calculated in accordance with Section 5.1(b) and as applied to the surveyed acreage of the Initial Transfer Parcels. Such Additional Park Consideration shall consist of the following: first, a credit equal to the Reimbursement Amount as determined in accordance with Section 4.3, and second, any remainder thereafter applied to O&M Funding.

5.3 Subsequent Closings.

a. At each Closing Phase following the Initial Closing Phase (each a “Subsequent Closing Phase”), State Parks and the Commission shall each convey to the Agency those portions of the State Parks Transfer Parcels and (if applicable) the Commission Transfer Parcels, respectively, lying within the boundaries of the Phase Area applicable to that Subsequent Closing Phase, as those boundaries may be modified in accordance with Section 5.4 of this Agreement. Unless it has previously done so, the Agency shall convey the Park Addition Parcels to State Parks and the Commission, as applicable, in accordance with Section 3 of this Agreement. The conveyance of any State Parks Transfer Parcels in any Subsequent Closing Phase is conditioned on the prior or concurrent conveyance of the Park Addition Parcels to the State, as provided in Section 13.2, and this condition shall be reflected in the escrow instructions for each applicable Subsequent Closing Phase. The Agency shall also convey to the Commission any portion of the Yosemite Slough Addition Public Trust Parcels not included in the Initial Closing that, at the time of closing on the Subsequent Closing Phase, has been conveyed to the Agency as part of the Trust Exchange.

b. In addition, at each Subsequent Closing Phase, the Agency shall provide Additional Park Consideration in the Minimum Amount Per Acre, calculated in accordance with Section 5.1(b) and as applied to the surveyed acreage of the land to be conveyed to the Agency in the Subsequent Closing Phase. The Additional Park Consideration provided by the Agency at each Subsequent Closing Phase shall consist of the following: first, a credit equal to the Reimbursement Amount, if any, as determined in accordance with Section 4.3; second, any

remainder thereafter applied to O&M Funding until the aggregate amount of O&M Funding provided in that Subsequent Closing Phase and previous Closing Phases reaches ten million dollars (\$10,000,000.00); and third, any remainder thereafter applied to the Park Improvement Commitment in the manner prescribed in Section 6.

c. As may be agreed by State Parks and the Agency in writing, the Agency may provide some or all of the Park Improvement Commitment required for a Subsequent Closing Phase in advance of the time for closing.

d. If the amount of the Park Improvement Commitment provided at a Subsequent Closing Phase (or at such earlier time as may be agreed by State Parks and the Agency under Section 5.3(c)) exceeds the minimum required for that Subsequent Closing Phase, the excess shall be applied as a credit toward the amount of Park Improvement Commitment required in the next Subsequent Closing Phase.

#### 5.4 Modifications to Phase Area Boundaries.

a. The parties anticipate that, as development of the Project progresses, modifications to the boundaries of the Phase Areas depicted in **Exhibit F** may become necessary or desirable. The Agency may at any time submit to the Director a diagram depicting proposed revisions to the boundaries of any Phase Area (“Revised Phasing Diagram”). If the proposed revisions would change the boundaries of any Commission Transfer Parcel, the Agency shall also submit the Revised Phasing Diagram to the Commission for review and approval, which approval shall not be unreasonably delayed or withheld. If the Director and, if applicable, the Commission approve the Revised Phasing Diagram, the boundaries of the Phase Areas shall be deemed modified in accordance with the Revised Phasing Diagram. Following approval of a Revised Phasing Diagram, the amount of Additional Park Consideration to be provided by the Agency at each Closing Phase that includes a modified Phase Area shall be recalculated as appropriate to reflect any modified acreage of the Phase Area.

b. Notwithstanding the foregoing, in order to coordinate the construction of Harney Way improvements with the transfer of lands to the Agency for that purpose, the Agency, in its sole discretion, may elect to remove the lands identified as “Phase Area 2A” in **Exhibit F** from Phase Area 2 and add the lands to Phase Area 3. Upon the provision of written notice to the Parties by the Agency of such election, the boundaries of Phase Area 2 and Phase Area 3 shall be deemed modified accordingly.

5.5 Records of Survey. Prior to the Initial Closing Phase, as described in this Agreement, the Agency shall file (or cause to be filed with the City and County of San Francisco a record of survey (“Initial Record of Survey”), reviewed and approved by the Commission and the Director or her designee, and based on field surveys, showing the boundaries of the Initial Transfer Parcels and the Yosemite Slough Addition Public Trust Parcels. The Initial Record of Survey shall further determine the total acreage of the Initial Transfer Parcels and the total combined acreage of all of the Transfer Parcels. Prior to any Subsequent Closing Phase, the Agency shall file (or cause to be filed) additional Records of Survey, reviewed and approved by the Commission and State Parks, and based on field surveys, showing the boundaries of the Transfer Parcels and the Addition Parcels to be conveyed in that Closing Phase, and determining

the acreage of such Transfer Parcels and Addition Parcels. The Records of Survey shall establish the physical location of boundaries and shall define same with monuments appropriately placed.

6. Park Improvement Commitment.

6.1 General. The Park Improvement Commitment to be provided by the Agency at each Subsequent Closing Phase (calculated, in accordance with Section 5.3(b), as the amount of the Additional Park Consideration required to be paid at that Closing Phase, minus amounts credited toward the Reimbursement Amount, and amounts paid into the O&M Fund) shall consist of one of the following:

a. A written binding commitment from the Agency to assume responsibility for the construction of Designated Improvements, as defined in Section 6.2(b), together with a Performance Bond as defined in Section 6.3. Such construction shall be performed by a contractor mutually agreed upon by the Agency and State Parks pursuant to Section 6.2(c) and subject to the applicable provisions of the Public Contracts Code.

b. A Cash Deposit or Alternate Security, as those terms are defined in Sections 6.4(b) and (c), respectively, to be used for the construction of the Designated Improvements.

c. A combination thereof.

6.2 Process for Designating Park Improvements To Be Constructed With Park Improvement Commitment Funds. State Parks and the Agency shall designate the specific park improvements to be constructed as part of the Park Improvement Commitment for each Closing Phase, in accordance with the procedures set forth below.

a. Improvement List. Following the adoption by State Parks of an amendment to the 1988 CPSRA General Plan ("GP Amendment"), State Parks and the Agency shall promptly meet and confer for the purpose of establishing a prioritized list of park improvements to be constructed in satisfaction of the Park Improvement Commitment under this Agreement ("Improvement List"). The improvements identified on the Improvement List shall be consistent with the CPSRA General Plan, as amended, and shall take into account the need to coordinate the construction of park improvements and infrastructure with the redevelopment of adjacent property. The improvements on the Improvement List shall be divided into two categories: "Core Improvements" and "Other Improvements." Core Improvements shall be identified for each of four zones corresponding to the four Phase Areas (each an "Improvement Zone"), as depicted in **Exhibit T** ("Illustrative Plat of Improvement Zones"), and shall consist of the basic improvements needed to (i) render the area within the Improvement Zone useable by and accessible to the public, (ii) remove safety hazards from the Improvement Zone, (iii) ensure coordination and integration of park improvement construction with the construction of utilities and other infrastructure within the Improvement Zone and (iv) eliminate visual blight within and beautify the Improvement Zone. Other Improvements shall consist of park improvements other than Core Improvements and shall be ranked in priority order, which ranking may be made without regard to the Improvement Zone in which an improvement is located. The Agency and State Parks shall use their best efforts to reach mutual agreement on the Improvement List and to

complete the Improvement List promptly following adoption of the GP Amendment; provided, however, that the contents of the final Improvement List shall be determined by State Parks, in its reasonable discretion, consistent with the terms of this Section. If the Agency or State Parks desires to amend the Improvement List, the Party desiring the amendment shall notify the other Party in writing. Thereafter, the Agency and State Parks shall use their best efforts to reach mutual agreement on the proposed amendment; provided, however, that any final decision to amend the Improvement List shall be made by State Parks in its reasonable discretion and shall be consistent with the terms of this Section 6.2(a).

b. Preliminary Designation of Improvements. Prior to each Subsequent Closing Phase, the Agency and State Parks shall meet and confer to preliminarily identify the specific Core Improvements and Other Improvements from the Improvement List to be constructed in satisfaction of the Park Improvement Commitment for that Subsequent Closing Phase (“Designated Improvements”). In selecting the Designated Improvements, first priority shall be given to the Core Improvements for the Improvement Zone(s) corresponding to the Phase Area(s) associated with the pending Closing Phase and any prior Closing Phase, as shown on Exhibit T. If all Core Improvements for the applicable Phase Area(s) have been designated, the remaining Designated Improvements shall consist of Other Improvements selected in accordance with the priorities set forth in the Improvement List, except as State Parks and the Agency may otherwise agree.

c. Agreed Costs. After the Designated Improvements have been preliminarily identified, the Agency and State Parks shall reasonably cooperate to (i) develop and agree upon designs for the Designated Improvements, (ii) prepare the necessary construction documents (provided, however, that State Parks shall direct the preparation of and approve all final construction documents), (iii) jointly select a mutually agreed upon contractor to perform the work, in accordance with any applicable requirements of the Public Contract Code, and (iv) establish and agree upon the reasonable cost of each Designated Improvement (the “Agreed Cost”). Except as the Agency and State Parks may otherwise agree, the Agreed Cost shall be based on the bid received from the jointly selected contractor.

d. Final Designated Improvements. After the Agreed Cost of each of the preliminarily identified Designated Improvements has been established for a Subsequent Closing Phase, State Parks and the Agency shall agree on a final list of Designated Improvements having an aggregate Agreed Cost that is at least equal to the amount of Park Improvement Commitment required for that Closing Phase under Section 5.3. If the aggregate Agreed Cost of the final list of Designated Improvements is less than the amount of the Park Improvement Commitment required for the Subsequent Closing Phase, State Parks and the Agency shall identify additional Designated Improvements in accordance with Sections 6.2(b) and (c) until the aggregate Agreed Cost meets the required amount. However, if an improvement would cause the aggregate Agreed Cost to exceed the required amount of the Park Improvement Commitment for that Subsequent Closing Phase, the improvement shall not be added to the final list of Designated Improvements for that Closing Phase without the Agency’s consent. In the event that the Agency does not give such consent, the Agency and State Parks shall repeat the process of identifying Designated Improvements starting with the next priority on the Improvement List, until the aggregate Agreed Cost meets the required amount. If there are no improvements remaining on the Improvement List that can satisfy (without exceeding) any remaining Park

Improvement Commitment required for a Closing Phase, then the Agency and State Parks may, by joint agreement, identify as additional Designated Improvements other park improvements within the CPSRA that were not included on the Improvement List, and may establish the Agreed Cost of those improvements in accordance with Section 6.2(c). If no other park improvements are jointly identified, or if such other park improvements have been identified and designated but the aggregate Agreed Cost of the Designated Improvements remains less than the Park Improvement Commitment required for the Closing Phase, then the Agency shall, at the closing, provide a Cash Deposit or Alternate Security in the amount of the shortfall, to be applied in the manner provided in Section 6.4 to Designated Improvements in the next Closing Phase.

e. Exhaustion of Improvement List. If, at the time of the final Closing Phase, there are no improvements remaining on the Improvement List and no other park improvements can be identified in accordance with Section 6.2(d), the Agency shall satisfy any remaining Park Improvement Commitment by depositing cash into a separate account maintained by State Parks ("Surplus Account") in the amount equal to the remaining Park Improvement Commitment. In such event, any Cash Deposit or Alternate Security that has been provided previously pursuant to Section 6.4(b) or Section 6.4(c) and that is not to be applied to the construction of a Designated Improvement shall be withdrawn or liquidated, and the withdrawn or liquidated funds shall be deposited into the Surplus Account. State Parks may withdraw funds from the Surplus Account solely for the operation and maintenance of the CPSRA, or for the construction of future improvements within the CPSRA. State Parks shall maintain accounting records for the Surplus Account and all expenditures made with the funds therein. Upon the written request of the Agency, State Parks shall promptly deliver to the Agency a written accounting of the Surplus Account, which shall itemize all disbursements and include both a narrative description and evidence of the activities and services for which those disbursements were made.

f. Sea Level Rise Improvements. Notwithstanding the foregoing, an improvement to protect the CPSRA from the effects of sea level rise may be a Designated Improvement only if the Director has determined that the improvement will primarily benefit the CPSRA. Furthermore, nothing in this Agreement obligates State Parks or the Commission to protect or cause to be protected any privately held uplands, including but not limited to, constructing or causing to be constructed any protective structures that benefit any privately held uplands.

6.3 Performance Bond. At or before each Subsequent Closing Phase, the Agency shall post or cause to be posted a performance bond and labor and materials bond in favor of State Parks, or shall provide or cause to be provided other similar security, the form and issuer of which shall be subject to the reasonable approval of State Parks. Such bonds or other security (collectively "Performance Bond") shall guarantee the completion of construction of all Designated Improvements for that closing within a reasonable time period. The face value of the Performance Bond shall be equal to the Agreed Cost of the Designated Improvements.

6.4 Deferral of Designated Improvements: Cash Deposit.

a. The Agency may elect in its sole discretion to proceed with a Subsequent Closing Phase prior to the adoption of the GP Amendment or in advance of the identification of some or all of the Designated Improvements for that Closing Phase, the Agency and State Parks

shall defer the identification of those Designated Improvements until after the Subsequent Closing Phase. If the Agency so elects, it may forego posting a Performance Bond, notwithstanding Section 6.3, and shall provide a Cash Deposit or Alternate Security (each as hereinafter defined) in accordance with this Section 6.4. Following the Subsequent Closing Phase (and, if applicable, adoption of the GP Amendment), the Agency and State Parks shall promptly meet and confer to identify any Designated Improvements that have been deferred pursuant to this paragraph, in accordance with the procedures set forth in Section 6.2.

b. If the identification of some or all of the Designated Improvements for a Subsequent Closing Phase has been deferred, the Agency shall, at the closing of the Subsequent Closing Phase, deposit (or cause to be deposited) cash or cash equivalent (“Cash Deposit”). The Cash Deposit shall be in an amount equal to the required amount of the Park Improvement Commitment for that Subsequent Closing Phase, less the amount of any Performance Bond posted pursuant to Section 6.3. The Cash Deposit shall be held by State Parks in a separate, interest-bearing account (“Improvement Account”), and shall be used only for the purpose of constructing the deferred Designated Improvements, except as provided in Section 6.2(e). Except as the Agency and State Parks may otherwise agree in writing, no portion of the Cash Deposit shall be withdrawn except in accordance with the following:

i. Subsequent to adoption of the GP Amendment (if applicable) and the identification by State Parks and the Agency of the deferred Designated Improvements, the Agency may elect to assume the responsibility for construction of some or all of the deferred Designated Improvements; such construction shall be performed by a contractor mutually agreed upon by the Agency and State Parks pursuant to Section 6.2(c) and subject to any applicable provisions of the Public Contracts Code. For any Designated Improvement for which the Agency has made such election, Agency shall enter into a binding commitment by which it assumes the responsibility for construction of the Designated Improvement, and shall post or cause to be posted a Performance Bond for that Designated Improvement, in the same manner as specified in Section 6.3. Following the posting of a Performance Bond, State Parks shall promptly return to the Agency from the Cash Deposit funds equal to the amount of the face value of the Performance Bond plus any accrued interest on such funds.

ii. If the Agency has not posted or caused to be posted a Performance Bond for a deferred Designated Improvement within 60 days after the identification of that Designated Improvement, or if the Agency has stated in writing that it does not intend to post a Performance Bond for that Designated Improvement, the Agency shall be deemed to have waived its right to assume the responsibility for construction of that Designated Improvement. State Parks may thereafter proceed with the construction of the Designated Improvement and may withdraw from the Cash Deposit funds in the amount required to reimburse State Parks for its actual costs of construction of the Designated Improvement.

c. In lieu of the Cash Deposit, the Agency may elect to provide (or cause to be provided) a letter of credit, or, if approved by the Director, a corporate guarantee of payment, a promissory note secured by a deed of trust on the property to be conveyed by the State to the Agency at the closing of that Subsequent Closing Phase, or other payment security (collectively “Alternate Security”). The Agency and State Parks shall agree upon reasonable terms for the Alternate Security prior to the closing, which terms shall provide, without limitation, that State

Parks shall not call or otherwise demand payment on the Alternate Security unless and until the Agency, in accordance with Section 6.4(b)(ii), has waived its right to assume the responsibility for construction of the Designated Improvement(s) for which the Alternate Security was provided, or, in accordance with Section 6.2(e), no further Designated Improvements are identified. State Parks shall promptly deposit any security payment it receives into the Improvement Account or, if applicable, the Surplus Account, to be held subject to the requirements of Section 6.4(b), or Section 6.2(e), as applicable.

d. For purposes of this Section 6.4, “identification of a Designated Improvement” includes the establishment of the Agreed Cost for the Designated Improvement.

6.5 Construction of Improvements. State Parks shall permit the Agency and its agents (which may include, without limitation, the Developer) to access and enter the CPSRA for the purpose of designing and constructing the Designated Improvements, and shall grant any other rights or permissions reasonably necessary for the Agency and its agents to carry out and complete the design and construction of the Designated Improvements, all subject to reasonable terms and conditions relating to project oversight and use of the property. All construction work undertaken by or on behalf of the Agency within the CPSRA shall be subject to the approval of, and is to be carried out under the direction of, State Parks. The Agency shall take all necessary steps to ensure that any construction of Designated Improvements undertaken on its behalf proceeds in accordance with the designs and plans approved by State Parks.

6.6 Actual Costs. The Agency and State Parks shall agree on an accounting method for actual construction costs of the Designated Improvements (“Actual Costs”). The Agency shall not be obligated to incur any Actual Costs that are in excess of the total combined Agreed Costs for the Designated Improvements associated with all completed Closing Phases (“Overage”). If, over the course of construction, the Agency determines that Actual Costs may exceed the Agreed Costs, the Agency and State Parks shall promptly meet and confer to discuss options for completing the work, which may include, without limitation, assumption by State Parks of the remainder of the work, reimbursement by State Parks for any Overage incurred by the Agency, or application of any Overage incurred by the Agency as a credit toward the Park Improvement Commitment for a later Closing Phase, as the Agency and State Parks may agree. If, upon completion of construction of all Designated Improvements associated with all completed Closing Phases, combined Actual Costs incurred by the Agency for those improvements are less than the combined Agreed Costs for those improvements, the amount of that shortfall (“Deficiency”) shall be added to the Agency’s Park Improvement Commitment for the next Closing Phase or, if all Closing Phases have been completed, the Agency shall promptly deposit (or cause to be deposited) the Deficiency into the Surplus Account, as that term is defined in Section 6.2(e) of this Agreement; provided, however, that the Agency and State Parks may agree to identify additional Designated Improvements and to apply some or all of the Deficiency toward the construction of those improvements.

## 7. Procedures for Parcel Boundary Adjustments.

7.1 The Parties anticipate that minor adjustments to the boundaries of the Transfer Parcels or Addition Parcels, as described in the attached Exhibits, may become necessary or desirable. The precise boundary between the Commission Transfer Parcels and the State Parks

Transfer Parcels will not be known until the portion of the Trust Exchange involving those lands is complete. In addition, the engineering and design information developed in connection with the development of the Project will assist in determining the precise location of land parcel boundaries and Project infrastructure. Any proposed adjustment to parcel boundaries shall be submitted to the Director if the adjustment affects the boundary of a State Parks Transfer Parcel or the Park Addition Trust Termination Parcel, and to the Commission if the adjustment affects the boundary of a Commission Transfer Parcel, the Yosemite Slough Addition Public Trust Parcels, or the Park Addition Public Trust Parcel. If the Director and/or Commission, as applicable, determines that the proposed adjustment to the boundaries of the Transfer Parcels or Addition Parcels is required to conform to parcel boundaries in the Trust Exchange, or that the adjustment would not otherwise materially alter the parcel boundaries described or depicted in Exhibit B, Exhibit C or Exhibit D, which determination shall not be unreasonably delayed or withheld, Exhibit B, Exhibit C and Exhibit D, each as applicable, shall be deemed modified in accordance with the proposed adjustment.

7.2 If the Director and/or the Commission, as applicable, determines that the proposed boundary adjustment may materially alter the boundaries described or depicted in Exhibit B, Exhibit C or Exhibit D, those parcel boundaries shall be adjusted only if the Director and/or the Commission, as applicable, has determined that the adjusted boundaries would be consistent with any corresponding parcel boundaries established pursuant to the Exchange Agreement, and the Director has made a written finding, in accordance with any applicable notice requirements of SB 792, that (a) the configuration of the CPSRA after incorporating the materially different parcel boundaries would nevertheless still substantially conform to the Statutory Configuration, and (b) any other applicable requirements of Section 26 of SB 792 are satisfied.

7.3 Any boundary adjustment made pursuant to this Section 7 shall not reduce the fifty-million-dollar (\$50,000,000.00) total amount of Additional Park Consideration the Agency is required to provide State Parks for the removal of the Transfer Parcels from the CPSRA. If a boundary adjustment reduces the total acreage of the Transfer Parcels, the Minimum Amount Per Acre set forth in Section 5.1(b) above shall be adjusted to ensure that, if all Transfer Parcels are conveyed to the Agency, the total Additional Park Consideration is not decreased, which adjustment shall be memorialized in writing by the Agency and State Parks.

8. Additional Improvements. The redevelopment of Candlestick Point and improvement of the CPSRA will necessitate construction of certain infrastructure-related improvements (“Additional Improvements”) that will be located, in part, within the CPSRA. The Parties anticipate that the Additional Improvements will be as generally described in Exhibit U (“General Description of Additional Improvements”). The Agency (directly or through its agents or successors) shall construct the Additional Improvements and shall maintain the Additional Improvements for the duration of their useful life, as reasonably determined by State Parks, or until the Additional Improvements are no longer required. The construction and maintenance of the Additional Improvements by the Agency or its agents shall be subject to approval by State Parks and the Commission, as applicable, of final designs, construction documents, permits, and easements, including reasonable terms and conditions pertaining thereto. For those portions of the Additional Improvements to be located on lands owned by State Parks, approval of the final designs, construction documents, permits, and easements shall

not be unreasonably delayed or withheld, provided that the proposed Additional Improvements are substantially as described in this Section, benefit the public and lands held by State Parks, are not inconsistent with the terms of any grant made pursuant to the federal Land and Water Conservation Fund Act, 16 U.S.C. sections 4601-4 et seq., and do not materially interfere with the planned recreational development of the CPSRA. For purposes of this Section, reasonable terms and conditions include, but are not limited to, provisions allowing State Parks to connect CPSRA drainage infrastructure to the new drainage facilities constructed by the Agency, and those terms, conditions and indemnities routinely required by State Parks for comparable activities on state parkland. The consideration for easements granted by State Parks pursuant to this Section shall be the construction and maintenance of the Additional Improvements by the Agency as provided above, and the public use and benefit of the Additional Improvements. The Agency shall obtain separate approval from the Commission for any portions of the easements for the Additional Improvements to be located on lands owned by the Commission. The Parties acknowledge that any rights to construct or maintain the Additional Improvements shall be subject to the requirements of state law, including but not limited to statutory requirements limiting the term of easements on Public Trust lands. Neither State Parks nor the Commission shall be liable for the costs of constructing or maintaining the Additional Improvements except as the Parties may otherwise agree, and in no event shall those costs be credited against the Agency's obligation to provide Additional Park Consideration. Nothing in this Section is intended to preclude the Parties from agreeing, where appropriate, to combine construction or maintenance activities for Additional Improvements and Designated Improvements, and to apportion the construction or maintenance costs between the Additional Improvements and Designated Improvements accordingly. Further, nothing in this Section shall be construed as limiting the Commission's exercise of its approval authority, as trustee, over those portions of the Additional Improvements located on Public Trust lands.

9. Consideration Not Market Value. The value of the consideration required by this Agreement is not intended to be reflective of the fair market value of the property and shall not be used as a basis for determining value in any appraisal of the Transfer Parcels or any property in or around the Project.

10. State Minerals Reservation. The State excepts from the conveyances of the Commission Transfer Parcels made pursuant to this Agreement, and reserves unto the State of California, its successors and assigns, forever, any and all minerals and any and all mineral rights in the lands of every kind and character now known to exist or hereafter discovered in the lands. Such mineral rights shall include, but are not limited to, oil and gas rights, 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, except that, this reservation shall not include the right of the State or its successors or assigns in connection with any mineral reservation, removal, or disposal activity, to do either of the following: (a) enter upon, use or damage the surface of the lands or interfere with the use of the surface by the grantee or by the grantee's successor, assigns or lessees; or (b) conduct any mining activities of any nature whatsoever above a plane located five hundred (500) feet below the surface of the lands without written permission of the Agency or its successors or assigns.

11. Commission Findings. The Commission, effective upon recordation of this Agreement, makes the following findings as to the conveyances described in Section 2 of this Agreement:

a. No substantial interference with Public Trust uses and purposes, including public rights of navigation and fishing, will ensue by virtue of the conveyances described in Section 2 of this Agreement.

b. The lands or interests in lands to be conveyed pursuant to Section 2 of this Agreement will provide a significant benefit to the Public Trust and are useful for the particular Trust purposes authorized by SB 792.

c. The configuration of lands conveyed pursuant to Section 2 of this Agreement that will be subject to the Public Trust ("Public Trust Parcels") upon completion of the conveyances is substantially similar to the configuration shown on the diagram in Section 25 of SB 792, includes all lands within the Subject Area that are presently below mean high tide, and consists of lands suitable to be impressed with the Public Trust.

d. The final layout of streets in the Subject Area will provide access to the Public Trust Parcels and will be consistent with the beneficial use of the Public Trust Parcels.

e. The lands to be subject to the Public Trust are configured so as to be accessible from the streets as finally configured in the Subject Area.

f. Streets and other transportation facilities located on Public Trust Parcels will be designed to be compatible with the Public Trust and to serve primarily Public Trust purposes of access to shoreline improvements and shoreline circulation rather than serving nontrust purposes.

g. All surveys and legal descriptions required for the parcels in conjunction with the conveyances described in Section 2 have been or will be approved by the Commission.

h. The trustees who own or will own fee title in the Public Trust Parcels have approved this Agreement.

i. The conveyances described in Section 2 otherwise comply with the requirements of SB 792.

j. The conveyances described in Section 2 are consistent with and further the purpose of the Public Trust and SB 792.

## 12. Escrow

### 12.1 Initial Closing

a. Opening of Escrow. The Parties have agreed to open an escrow with Chicago Title Company in San Francisco, California ("Escrow Agent"). As part of escrow, the Parties shall submit additional mutually agreeable escrow instructions.

#### b. Deposits into Escrow

i. State Parks Deposits into Escrow. State Parks shall deposit the following documents into escrow:

- (1) This Agreement, duly and properly executed by State Parks;
- (2) A quitclaim deed substantially in the form attached hereto as Exhibit K transferring to the Agency the State Parks Initial Transfer Parcel, duly and properly executed; and
- (3) A quitclaim deed substantially in the form attached hereto as Exhibit L transferring to the Agency the Walker Drive State Parks Transfer Parcel, duly and properly executed;
- (4) A writing memorializing the Reimbursement Amount for the Initial Closing Phase, prepared in accordance with Section 4.3; and
- (5) Directions to the escrow agent for the delivery of any funds to State Parks from escrow to be deposited into a separate CPSRA account or accounts as required under this Agreement.

ii. Commission Deposits into Escrow. The Commission shall deposit the following documents into escrow:

- (1) A certified copy of the Minute Item for Calendar Item No. 67 of the Commission's public hearing on April 6, 2011, showing the Commission's approval of an agreement substantially in the form of this Agreement and the Commission's authorization that this Agreement and the patents and certificates of acceptance be executed and delivered to the Escrow Agent on behalf of the Commission.
- (2) This Agreement, duly and properly executed by the Commission;
- (3) A patent substantially in the form attached hereto as Exhibit I transferring to the Agency the Walker Drive Commission Transfer Parcels, duly and properly executed;
- (4) Written approval by the Commission of the condition of title to the Yosemite Slough Addition Public Trust Parcels, as shown in pro forma title commitments in coverage amounts acceptable to the Commission;
- (5) A certificate of acceptance, substantially in the form attached hereto as Exhibit O, accepting the conveyance of the

Yosemite Slough Addition Public Trust Parcels, or portion thereof, to the extent said conveyance is required by Section 5.2; and

(6) A duly and properly executed copy of a lease of the Yosemite Slough Addition Public Trust Parcels to State Parks substantially in the form attached hereto as **Exhibit R**.

iii. Agency Deposits into Escrow. The Agency shall deposit the following into escrow:

(1) A certified copy of Agency Resolution 68-2010 adopted on June 3, 2010, approving an agreement substantially in the form of this Agreement and authorizing that it be executed on behalf of the Agency;

(2) This Agreement duly and properly executed by the Agency;

(3) To the extent required by Section 5.2, a quitclaim deed substantially in the form attached hereto as **Exhibit N** transferring to the Commission the Yosemite Slough Addition Public Trust Parcels or a portion thereof;

(4) Written approval by the Agency of the condition of title to the State Parks Initial Transfer Parcel, the Walker Drive Commission Transfer Parcels, and the Walker Drive State Parks Transfer Parcel, as shown in pro forma title commitments in coverage amounts acceptable to the Agency;

(5) A certificates of acceptance, substantially in the form attached hereto as **Exhibit M**, accepting conveyances of the State Parks Initial Transfer Parcel and the Walker Drive State Parks Transfer Parcel;

(6) A certificate of acceptance, substantially in the form attached hereto as **Exhibit J**, accepting conveyance the Commission Initial Transfer Parcel; and

(7) A writing memorializing the Reimbursement Amount for the Initial Closing Phase, prepared in accordance with Section 4.3.

(8) The initial O&M Funding, in the Minimum Amount Per Acre, calculated in accordance with Section 5.2, less the Reimbursement Amount for the Initial Closing Phase.

iv. Close of Escrow and Recordation. Upon receipt of all documents listed and described in Section 12.1(b) above pertaining to the deposits into escrow, and written confirmation from each Party that all conditions to the close of escrow have been satisfied or waived, Escrow Agent shall notify the Parties of its intention to close escrow and to record this

Agreement, if not already recorded, and all patents and other instruments pertaining to that closing, in the manner and subject to the requirements of escrow instructions submitted to the Escrow Agent by the Parties and agreed to by the Escrow Agent.

## 12.2 Subsequent Closing Procedures

a. Notice by Agency to Other Parties. Each Subsequent Closing Phase will be initiated by the Agency if and when it has determined, in its sole discretion, that the Developer is ready, willing and able to provide the consideration necessary for the Agency to satisfy its obligations for the closing under this Agreement. The Agency shall initiate a Subsequent Closing Phase by establishing an escrow in San Francisco with a title company agreed upon by the Parties and providing written notice to the other Parties. The notice shall include legal descriptions for the lands to be conveyed in the Subsequent Closing Phase, a list of all documents required to close escrow with required signatories indicated, and drafts of all deeds, instruments, certificates of acceptance, title commitments, and other documents that are required for the closing and are within the Agency's responsibility and control. The parties shall use commercially reasonable efforts to close within one hundred and twenty (120) days of receipt of the notice.

b. Final Legal Descriptions. The Agency shall be responsible for preparing final legal descriptions for the lands to be conveyed in each Subsequent Closing Phase, and for preparing any additional survey work necessitated by any boundary modifications under Section 5.4 or Section 7. The Parties involved in the Subsequent Closing Phase shall reasonably cooperate with the Agency in obtaining mutually acceptable legal descriptions and surveys. It shall be a condition precedent to a Party's obligation to close escrow for the conveyance or acceptance of real property by that Party that each other Party conveying or accepting the real property in the Subsequent Closing Phase has agreed on the legal description for the real property.

c. Escrow Instructions. The Parties involved in a Subsequent Closing Phase shall deposit into escrow documents substantially similar to those described in Section 12.1(b), subject to any supplemental joint escrow instructions agreed to in writing by the Parties. The instructions shall include, without limitation, instructions for the deposit by the Agency of written documentation of the Park Improvement Commitment required for the Subsequent Closing Phase, including, if applicable, a binding commitment in writing from the Agency to assume responsibility for the construction of the applicable Designated Improvements. Any such commitment shall include a representation of authority to sign on behalf of the Agency.

## 13. Conditions Precedent to Closing

13.1 Agency Condition Precedent. It is a condition precedent to the Agency's obligation to close escrow on a Closing Phase under this Agreement that the Agency shall have determined, in its sole discretion, that the Developer is ready, willing and able to provide the consideration necessary for the Agency to satisfy its obligations for the closing under this Agreement.

13.2 State Condition Precedent. It is a condition precedent to the obligation of State Parks and the Commission to close escrow on a Subsequent Closing Phase under this Agreement that the Park Addition Trust Termination Parcel and the Park Addition Public Trust Parcel shall have been (or shall be concurrently) conveyed, respectively, to State Parks and the Commission.

13.3 Mutual Conditions Precedent. The following are conditions precedent to each Party's obligation to close escrow on a Closing Phase for the conveyance of the applicable real property under this Agreement:

a. Trust Exchange. The Trust Exchange shall have been completed for those parcels to be conveyed. Nothing in this Agreement shall be construed as creating an obligation on the part of any Party to satisfy the requirements for completing the Trust Exchange.

b. Title Condition. Each Party who is to be the ultimate recipient of title to real property upon close of escrow shall have approved the condition of title of the property and the form of title insurance to be issued, in the amount of coverage reasonably requested, which approval shall not be unreasonably withheld. Approval of the condition of title shall not be withheld due to the existence of sewer or other utility easements, or public rights of way, that have been disclosed as of the effective date of this Agreement.

c. Physical Condition. Each Party who is to be the ultimate recipient of title to real property upon close of escrow shall have approved, in its reasonable discretion, the physical condition of the property, which approval shall not be unreasonably withheld.

13.4 LWCF Conversion Approval. No Party shall have an obligation to close escrow on a Closing Phase under this Agreement that includes the conveyance of any portion of the Transfer Lands that are subject to conversion limitations under 16 U.S.C. § 460l(f)(3) and that are to be converted to uses other than outdoor recreation ("LWCF Lands"), and no portion of the LWCF Lands shall be conveyed to the Agency, unless or until the Secretary of the Interior (or his delegate) has approved the conversion.

14. O&M Funding. Any amounts paid by the Agency as O&M Funding shall be designated and utilized solely for operation and maintenance of the CPSRA. Allowable uses of O&M Funding ("Allowable O&M Expenses") consist of reasonable costs, including, but not limited to, personnel costs, incurred by State Parks for (a) operation of the CPSRA, including the provision of management, public safety, and law enforcement services, and (b) maintenance and/or repair of the park facilities located in the CPSRA (as such facilities may change from time to time) including but not limited to landscaping, signage, pathways, lighting, benches or any other improvements within the boundaries of the CPSRA (as such boundaries and improvements may change from time to time). Allowable O&M Expenses do not include capital improvements, construction of new facilities, or other material upgrades to park facilities. State Parks shall deposit each of the Agency's payments for O&M Funding in a separate investment account selected to provide a reasonable return on investment, consistent with prudent investment practice and subject to the requirements of state law, which account shall restrict disbursements of both capital and interest to payment of Allowable O&M Expenses ("O&M Fund"). It is the objective of the Parties that the O&M Fund provide a long-term source of funds to pay for Allowable O&M Expenses, and State Parks shall manage the O&M Fund consistent with this

objective. State Parks shall maintain accounting records for the O&M Fund and all expenditures made with the funds therein. Upon the written request of the Agency, State Parks shall promptly deliver to the Agency a written accounting of the O&M Fund, which shall itemize all disbursements and include both a narrative description and evidence of the activities and services for which those disbursements were made.

15. No Warranties. The Parties acknowledge and agree that, except as expressly set forth in this Agreement or any document or instrument executed in connection with or as contemplated by this Agreement, no Party holding title to real property to be conveyed under this Agreement has made any representations or warranties, express or implied, as to any matters, directly or indirectly, concerning the real property, including, but not limited to the condition of title, hazardous materials, the physical condition of the property, or any other matters affecting or relating to the property.

16. Hazardous Materials Indemnification.

16.1 The Agency shall indemnify, defend and hold harmless the Commission, its officers, agencies, commissions, and employees from and against any and all claims, liability, losses, costs and expenses (collectively "Claims"), including third party Claims and Claims by any governmental agency (other than the Commission), relating to any hazardous materials that, as of the date of close of escrow of a Closing Phase, are located at, on, over, under, or flowing through those portions of the Park Addition Public Trust Parcel and the Yosemite Slough Addition Public Trust Parcels to be conveyed in that Closing Phase (each a "Public Trust Addition Parcel"); provided, however, the obligation to indemnify under this Section shall not apply to the extent that (a) the hazardous materials were present on the Public Trust Addition Parcel during any period (prior to the Closing Phase) in which the State owned the fee in the Public Trust Addition Parcel, or (b) the State or its agents released, generated, treated, stored, used, disposed of, deposited, abandoned or exacerbated the hazardous materials affecting the Public Trust Addition Parcel. The Agency and the Commission agree that if the Commission is a named insured in a pollution liability insurance policy obtained by the Agency, the obligation to indemnify the Commission under this Section shall not become effective unless and until any proceeds from the policy are exhausted. The obligation to indemnify under this Section shall terminate on the later of January 1, 2040, or 15 years following the date of close of escrow for the Closing Phase that includes the applicable Public Trust Addition Parcel; provided, however, that the obligation shall not terminate as to Claims asserted in an action filed prior to the termination date.

16.2 The Agency shall indemnify, defend and hold harmless State Parks, its officers, agencies, commissions, and employees from and against any and all Claims, including third party Claims and Claims by any governmental agency (other than State Parks), relating to any hazardous materials that, as of the date of close of escrow of the Closing Phase that includes the Park Addition Trust Termination Parcel, are located at, on, over, under, emanating from or flowing through the Park Addition Trust Termination Parcel; provided, however, the obligation to indemnify under this Section shall not apply to the extent that (a) the hazardous materials were present on the Park Addition Trust Termination Parcel during any period (prior to the Closing Phase) in which the State owned the fee in the Park Addition Trust Termination Parcel, or (b) the State or its agents released, generated, treated, stored, used, disposed of, deposited, abandoned or

exacerbated the hazardous materials affecting the Park Addition Trust Termination Parcel. The Agency and State Parks agree that if State Parks is a named insured in a pollution liability insurance policy obtained by the Agency, the obligation to indemnify the State Parks under this Section shall not become effective unless and until any proceeds from the policy are exhausted. The obligation to indemnify under this Section shall terminate on the later of January 1, 2040, or 15 years following the date of close of escrow for the Closing Phase that includes the Park Addition Trust Termination Parcel; provided, however, that the obligation shall not terminate as to Claims asserted in an action filed prior to the termination date.

16.3 A Party holding title to property to be conveyed pursuant to this Agreement (“Owner”) shall permit any other Party to which the property is to be conveyed (“Recipient”) to enter upon the property, upon reasonable notice and subject to reasonable time and manner conditions, for the purpose of conducting such investigations of the physical condition of the property as the Recipient deems necessary to satisfy itself as to the matters described in Section 13.3(c) in preparation for a closing. Upon the request of a Recipient, an Owner shall provide or make available to the Recipient any existing environmental reports, including any Phase I Environmental Site Assessments, relating to the property to be conveyed by Owner. An Owner shall accommodate a reasonable request by a Recipient for additional invasive testing, including but not limited to soil or groundwater sampling, subject to Owner’s approval of testing plans and procedures, which shall not be unreasonably withheld, and further subject to mutual agreement of the Owner and Recipient regarding responsibility for the costs of such additional testing. No entry by a Recipient shall unreasonably interfere with the use of the property by Owner or its tenants, easement holders, licensees, or permittees.

17. Remedies; Specific Performance. Upon a breach by any Party, the aggrieved Party may institute proceedings to compel injunctive relief or specific performance by the Party in breach of its obligations, including specific performance of an obligation to transfer land, make improvements or make monetary contributions to the O & M Fund described above. The Parties have determined that monetary damages (which, for purposes of this Section, do not include payment of monetary consideration) are inappropriate, would be extremely difficult and impractical to fix or determine, and that the equitable remedies described above are appropriate for the enforcement of this Agreement. No Party would have entered into or become a party to this Agreement if it were to be liable for monetary damages, and the parties agree not to sue for or claim any monetary damages under this Agreement, and expressly waive the right to do so.

18. Community Facilities District Financing. The Parties agree and confirm that the Designated Improvements will be, inter alia, beneficial to the existing and future residents of the City and the State, and the affected property, and acknowledge the Agency’s intent to finance its provision of consideration under this Agreement for the design and construction of the Designated Improvements, in whole or in part, through one or more community facility districts (“CFDs”) under the Mello-Roos Community Facilities Act of 1982 (Government Code §§ 53311 et seq.) (as amended, the “CFD Act”). To facilitate this effort, the Parties shall reasonably cooperate in taking any additional actions that may be necessary to ensure compliance with the requirements of the CFD Act, including but not limited to entry into a joint facilities agreement identifying the Designated Improvements if such agreement is required by applicable law; provided, however, that any such actions shall be undertaken at the Agency’s sole cost and expense, and in no event shall State Parks or the Commission be obligated to undertake any

action that would adversely affect their respective rights and obligations under this Agreement, including but not limited to State Parks' discretion regarding the improvements to be constructed in the CPSRA. Nothing in this section shall affect the form, amount, or timing of the Additional Park Consideration that the Agency is required to provide to State Parks under this Agreement.

19. Workforce Housing. The Agency shall cooperate in good faith with State Parks to provide opportunities, at purchase prices or rental charges established under the Below-Market Rate Housing Plan that is attached to and a part of the DDA (the "Housing Plan") and subject to applicable fair housing laws, for up to eleven (11) Workforce Units (as defined in the Housing Plan) in the Candlestick Site to income-eligible employees of State Parks working in the CPSRA.

20. Community Facilities Space. The Agency shall cooperate in good faith with State Parks to provide to State Parks a portion of the Community Facilities Space (as defined in the DDA) that the Agency is to receive under the DDA, to be used by State Parks for a welcoming or information center for the CPSRA. The Agency shall offer to provide State Parks with Community Facilities Space of not less than 3,000 gross square feet on the Candlestick Site (as defined in the DDA), for which State Parks shall not be required to pay a purchase price or base rent; provided, however, that State Parks shall be subject to all terms and conditions of the DDA applicable to other users of Community Facilities Space, including but not limited to the requirement to pay applicable charges, assessments and expenses for the use of the space. Notwithstanding the foregoing, the Agency shall not be obligated to offer any Community Facilities Space to State Parks unless and until it has received from Vertical Developer (as defined in the DDA) at least fifty (50) percent of the Community Facilities Space the Agency is entitled to receive under the DDA, unless State Parks and the Agency otherwise agree in writing. The location of the Community Facilities Space shall be determined by the Agency in its sole discretion; provided, however, that the Agency shall consult in good faith with State Parks to identify a mutually acceptable site. The Agency has fully discharged its obligations under this Section if it has made a good faith offer to provide Community Facilities Space to State Parks that reasonably accommodates the needs of State Parks consistent with the requirements of this Section, regardless of whether the offer is accepted by State Parks. If the Community Facilities Space is to be located upon lands subject to the Public Trust, then its use shall be consistent with the Public Trust.

21. Yosemite Slough Bridge.

21.1 The Agency shall not undertake, approve, or permit construction of the Bridge unless all of the following conditions are met: (a) the Bridge is required to function primarily for public transit, bicycle, and pedestrian use, and is closed to private motor vehicle traffic except for no more than 20 days per year; (b) the Bridge will serve as a part of the open space network on all days when it is not open to private motor vehicle traffic; (c) any traffic lane on the Bridge that will carry private vehicle traffic will be no wider than 10 feet; (d) no more than four private vehicle traffic lanes will exist on the Bridge; and (e) the bicycle and pedestrian lanes on the Bridge will be integrated with the bicycle and trail system in the CPSRA.

21.2 The Agency shall within ten (10) days provide written notification to State Parks and the CSPF upon determining that any Application submitted by Developer governing the

development of the Bridge is a Complete Application (as defined in the DDA, including the Major Phase Application, Sub-Phase Application, and Construction Documents Application).

21.3 Prior to the approval by the Agency of any Application that includes the Bridge, the Agency shall (a) meet and confer with State Parks and the CSPF for the purpose of coordinating the design and construction of the Bridge with the implementation of the Wetland Restoration and Management Plan, Yosemite Slough, WRA Environmental Consultants, January, 2006 ("Restoration Plan") and (b) offer State Parks and the CSPF the opportunity to meet and confer on at least two occasions, in-person, during a period of not less than forty-five (45) days. Subject to any requirements imposed on Bridge construction and design by the Bay Conservation and Development Commission and other public agencies with approval authority over those activities, the Agency, State Parks and the CSPF shall (a) reasonably cooperate to identify and incorporate into the construction and design plans for the Bridge features that will (i) be consistent with the wetland and aquatic habitat objectives set forth in the Restoration Plan, which may include, but are not limited to, providing new or restored habitat to compensate for any portion of the wetland or aquatic habitat (or any upland habitat that is immediately adjacent to the Bridge abutments) that is proposed to be created or restored in the Restoration Plan but cannot be created or restored due to Bridge construction; (ii) provide vista points in the CPSRA and on the Bridge offering views of the Bay and the Slough; (iii) ensure that Bridge design and aesthetics meet a high standard of excellence; (iv) provide for substantial views of the Bay beyond the Bridge from the Slough; and (v) ensure consistency with the public access and recreational objectives of the Restoration Plan, including the ability to navigate small human-powered craft between the Slough and the Bay and which may include, but are not limited to, providing new or enhanced recreational or public access improvements to compensate for any portion of the proposed creation of such improvements under the Restoration Project (as that project is described in the Restoration Plan) that cannot be created due to Bridge construction; and (b) use their best efforts to reach mutual agreement on the final Bridge design, construction plans, and associated enhanced restoration plans; provided, however, that the final Bridge design shall be determined by the Agency, in its reasonable discretion, consistent with the terms of this Section 21.

21.4 The CSPF is a third party beneficiary to this Agreement for purposes of enforcing the requirements of this Section 21. The Agency and State Parks acknowledge that the CSPF may elect to advance a neutral or no position under this Section 21 with regard to certain elements of the final Bridge design, construction plans, and associated enhanced restoration plans.

22. Judicial Confirmation of Validity of Agreement. An action may be brought under Chapter 4 (commencing with Section 760.010) of Title 10 of Part 2 of the Code of Civil Procedure to establish title to any lands conveyed pursuant to this Agreement, or by the Parties to confirm the validity of this Agreement. An action may also be brought under Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure to determine, inter alia, the legality and validity of a deed, patent, agreement, or other instrument executed in furtherance of or authorized by SB 792. Upon entry of a judgment confirming the validity of the settlement embodied in this Agreement, each party shall be deemed to have waived any right to appeal from such judgment.

23. Defense of Claims. The Parties agree to use reasonable efforts to defend this Reconfiguration Agreement, any deed, patent, agreement, or other instrument executed pursuant thereto, and any decision made by a Party to approve the foregoing, including the approval of any required findings related thereto, in any legal action challenging the validity or legality thereof. In any such action, the Agency shall reimburse the Commission and State Parks for all reasonable costs incurred in connection with such action, including but not limited to reasonable staff time and attorneys fees incurred by the Commission and State Parks, and including but not limited to any award of attorney fees made by a court of competent jurisdiction against the Commission and/or State Parks, on such reasonable terms and conditions as the Parties may establish by separate agreement; provided, however, that the Agency's obligation to reimburse a Party shall apply only to the extent that Party agrees to allow the Agency to lead the defense (including a defense to an action in which the Agency is not a party), reasonably cooperates therein, and does not take a position materially adverse to the Agency; and provided further that the fee or expense (including any liability for an attorneys fees award) was incurred in connection with a claim that is part of the defense of the Party and the Agency. Nothing in this section limits the discretion of the Commission or State Parks, at its sole cost and expense, to conduct its own defense, take the lead in its own defense, or take a position materially adverse to the Agency.

24. Park Consideration Not Affected by Indemnifications or Defense of Claims. Notwithstanding anything in this Agreement to the contrary, the amount of the Park Improvement Commitment shall not be increased, decreased, or otherwise affected by amounts paid by a Party to another Party to satisfy an indemnification obligation under Section 16, or to reimburse another Party for the costs of a legal action under Section 23.

25. Effect of Judicial Finding of Invalidity. A judicial determination that any portion of this Agreement is invalid shall not invalidate the remainder. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the Parties shall amend this Agreement and/or take other action necessary to achieve the intent of this Agreement in a manner consistent with the ruling of the court.

26. Agreement Not to Encumber. Except to the extent consistent with the purposes of this Agreement, or as otherwise provided herein or in the Exchange Agreement, none of the Parties shall sell, transfer, assign, mortgage, pledge, or hypothecate, whether by operation of law or otherwise, any of their respective rights, title, or interests in or to those Transfer Parcels or Addition Parcels (or portions thereof) to be transferred in a Closing Phase prior to the consummation of the transfers of those parcels (or portions thereof) as provided for herein, without the prior written consent of the Party to receive fee title following consummation of the transfers.

27. Allocation of Certain Costs and Expenses. The Agency shall pay the expenses and fees of the Escrow Agent, including those costs associated with document preparation and recordation of this Agreement, its deeds and patents, and any associated documents. All other fees, costs and expenses of any attorney, engineer or other person employed or retained by a Party in connection with the transactions underlying this Agreement shall be borne by the Party incurring the fee or expense, except as the Parties may otherwise agree.

28. Further Assurances. So long as authorized by applicable laws to do so, the Parties will perform such other acts, and execute, acknowledge and deliver all further conveyances and other instruments that may be necessary to fully assure to the other Parties all of the respective properties, rights, titles, interests, remedies, powers and privileges to be conveyed or provided for by this Agreement.

29. Execution Before a Notary Public. All signatures of the Parties and all deeds and other instruments of conveyance executed pursuant to this Agreement shall be acknowledged before a Notary Public and a certificate of acknowledgment shall be attached to the executed Agreement and other documents to allow them to be recorded in the Office of the Recorder of the City and County of San Francisco, California.

30. No Admission or Effect if Agreement Not Made Effective. In the event this Agreement does not become effective, or becomes effective but is declared by a final non-appealable judgment of a court of competent jurisdiction to be invalid, nothing in it shall constitute, or be construed as, an admission by any Party hereto or evidence concerning the boundaries, physical character, or character of title or interest in the lands within the Subject Area.

31. No Determination of Trust Consistency. Nothing in this Agreement shall be construed as a determination by the Commission regarding the Public Trust consistency of any use of the Public Trust Parcels. Further, nothing in this Agreement shall be construed to authorize residential uses or other nontrust uses on the Public Trust Parcels.

32. Agreement Binding on Successors. All the terms, provisions, and condition of this Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, successors, and assigns of the Parties.

33. Modification or Amendment. Except as expressly provided in this Agreement, no modification, amendment, or alteration of this Agreement shall be valid unless in writing and signed by State Parks, the Agency, and, to the extent the amendment would affect their rights or obligations under this Agreement, the Commission and (with respect to amendments to Section 21 only) the CSPF.

34. No Effect on Other Government Jurisdiction. This Agreement has no effect whatsoever on the regulatory, environmental or other jurisdiction of any federal, state, local, or other government entity not a party to this Agreement.

35. Park Boundary Map. Pursuant to Section 26(b) of SB 792, within a reasonable time following the completion of each Closing Phase, the Director shall cause to be prepared and kept on file with the Acquisition and Real Property Services Division of State Parks a park boundary map memorializing the modification of the boundaries of the CPSRA to exclude any Transfer Parcel and include any Park Addition Parcel or Yosemite Slough Addition Public Trust Parcel conveyed in the closing.

36. Notice. Any notice required pursuant to 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 overnight mail, return receipt requested, with postage to the addresses shown below or to such other address as the applicable Party may provide. For the convenience of the Parties,

notice also may be given by facsimile in addition to one of the above methods, at the numbers listed below:

**Commission:**

California State Lands Commission  
100 Howe Avenue, Suite 100-S  
Sacramento, CA 95825  
Attention: Executive Officer

**With copies to:**

California Department of Justice  
1515 Clay Street  
Oakland, CA 94612-1413  
Attention: Joseph Rusconi

**State Parks:**

California Dept. of Parks and Recreation  
1416 9th Street  
Sacramento, CA 95814  
Attention: Director

**With copies to:**

California Department of Justice  
1515 Clay Street  
Oakland, CA 94612-1413  
Attention: Ellyn S. Levinson

**Agency:**

San Francisco Redevelopment Agency  
One South Van Ness Avenue, 5th Floor  
San Francisco, CA 94103  
Attention: Executive Director

**With copies to:**

San Francisco Redevelopment Agency  
One South Van Ness Avenue, 5th Floor  
San Francisco, California 94103  
Attn: Legal Division

Office of Economic and Workforce Development

City Hall, Rm. 448  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102  
Attn: Director

Office of the City Attorney  
City Hall, Rm. 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102  
Attn: Real Estate/Finance

Shute, Mihaly, & Weinberger LLP  
396 Hayes Street  
San Francisco, CA 94102  
Attn: William J. White

37. Approvals and Consents. Unless otherwise provided in this Agreement, whenever an approval, consent or satisfaction is required of a Party, the approval, consent or satisfaction shall be given on behalf of the Party by the representative(s) listed below:

37.1 If the Party is the Commission: by the Commission, as may be evidenced by appropriate document executed by the Executive Officer of the Commission.

37.2 If the Party is State Parks: by the Director.

37.3 If the Party is the Agency: by the Executive Director of the Agency.

38. Correction of Technical Errors. If errors are made in this Agreement 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 or any of its Exhibits, the Parties affected by the error may, by mutual agreement, correct such error by memorandum executed by them without the necessity of amendment of this Agreement.

39. Effective Date. This Agreement shall become effective on the date on which it is executed by the Governor, who shall be the last Party to execute the Agreement, following all required governmental approvals. For purposes of Section 764.080 of the Code of Civil Procedure, this Agreement is deemed to be entered into on the date it is executed by the Director or the Executive Officer, whichever is later.

40. Exhibits. Exhibit A through Exhibit V are attached to this Agreement and are incorporated by reference as parts of it.

To witness this Agreement, a duly authorized officer of each Party has executed it below on the date opposite each signature.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

STATE OF CALIFORNIA  
STATE LANDS COMMISSION

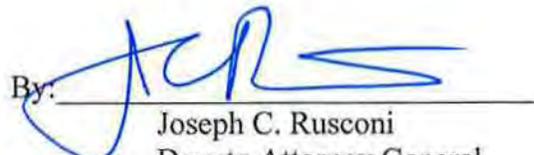
DATED: 4/22/11

By:   
Executive Officer

Approved as to form:

Attorney General  
State of California

DATED: 4/20/11

By:   
Joseph C. Rusconi  
Deputy Attorney General

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Sacramento

On April 22, 2011 before me, Kimberly L. Lunetta, Notary Public

personally appeared Curtis L. Fossum

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.



Place Notary Seal Above

Signature Kimberly L. Lunetta  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

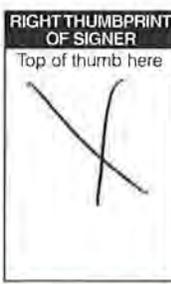
**Description of Attached Document**

Title or Type of Document: Candlestick Point State Recreaths area Reconfiguration improvement transfer agreement  
Document Date: April 6, 2011 Number of Pages: 98 (incl+ext)

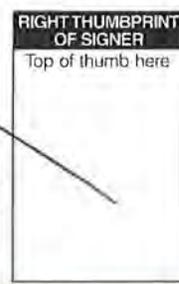
Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Curtis L. Fossum  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: EXECUTIVE OFFICIAL  
 Signer Is Representing: CA State Lands Commission



Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_



STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND  
RECREATION

DATED: 4-18-11

By:   
Ruth Coleman  
Director

Approved as to form:

Kamala Harris  
Attorney General  
State of California

DATED: 4/09/11

By:   
Ellyn S. Levinson  
Deputy Attorney General

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**ACKNOWLEDGMENT**

State of California  
County of Sacramento

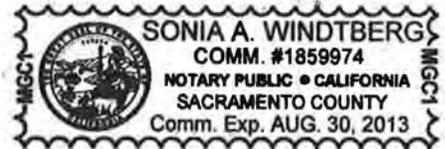
On 4-18-11 before me, Sonia A. Windtberg, Notary Public  
(insert name and title of the officer)

personally appeared Ruth Coleman  
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 Sonia A. Windtberg (Seal)



REDEVELOPMENT AGENCY of the  
CITY AND COUNTY OF SAN  
FRANCISCO, a public body, corporate and  
politic

DATED: 3/22/11

By:   
Fred Blackwell  
Executive Director

Approved as to form:

DATED: 3.22.11

By:   
James Morales  
Agency Counsel

Approved as to form:  
Dennis J. Herrera, City Attorney

DATED: \_\_\_\_\_

By:   
Charles R. Sullivan  
Deputy City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



IN APPROVAL WHEREOF, I, EDMUND G. BROWN, JR., Governor of the State of California, have set my hand and caused the Seal of the State of California to be hereunto affixed this 3rd day of May, 2011.



A handwritten signature in blue ink, appearing to read "Edmund G. Brown, Jr.", written over a horizontal line.

EDMUND G. BROWN, JR.  
Governor

Attest:  
SECRETARY OF STATE

By: A handwritten signature in blue ink, appearing to read "Debra Bowen", written over a horizontal line.  
Debra Bowen  
Secretary of State

[END SIGNATURES]

## LIST OF EXHIBITS

**Exhibit A** (“Illustrative Plat of Ownership Interests within CPSRA following Initial Closing Phase of Trust Exchange”)

**Exhibit B** (“Legal Description and Plat of Transfer Parcels”)

**Exhibit C** (“Legal Description and Plat of Yosemite Slough Addition Public Trust Parcels”)

**Exhibit D** (“Illustrative Plat of Park Addition Parcels”)

**Exhibit E** [*intentionally omitted*]

**Exhibit F** (“Illustrative Plat of Phase Areas”)

**Exhibit G** (“Illustrative Plat of Walker Drive Transfer Parcels”)

**Exhibit H** (“Form of Patent of Commission Transfer Parcels”)

**Exhibit I** (“Form of Patent of Walker Drive Commission Transfer Parcels”)

**Exhibit J** (“Form of Agency’s Certificate of Acceptance of Commission Transfer Parcels”)

**Exhibit K** (“Form of Quitclaim Deed for State Parks Transfer Parcels”)

**Exhibit L** (“Form of Quitclaim Deed for Walker Drive State Parks Transfer Parcel”)

**Exhibit M** (“Form of Agency’s Certificate of Acceptance of State Parks Transfer Parcels”)

**Exhibit N** (“Form of Quitclaim Deed for Yosemite Slough Addition/Park Addition Public Trust Parcels”)

**Exhibit O** (“Form of Commission’s Certificate of Acceptance for Yosemite Slough Addition/Park Addition Public Trust Parcels”)

**Exhibit P** (“Form of Quitclaim Deed for Park Addition Trust Termination Parcels”)

**Exhibit Q** (“Form of State Parks’ Certificate of Acceptance of Park Addition Trust Termination Parcel”)

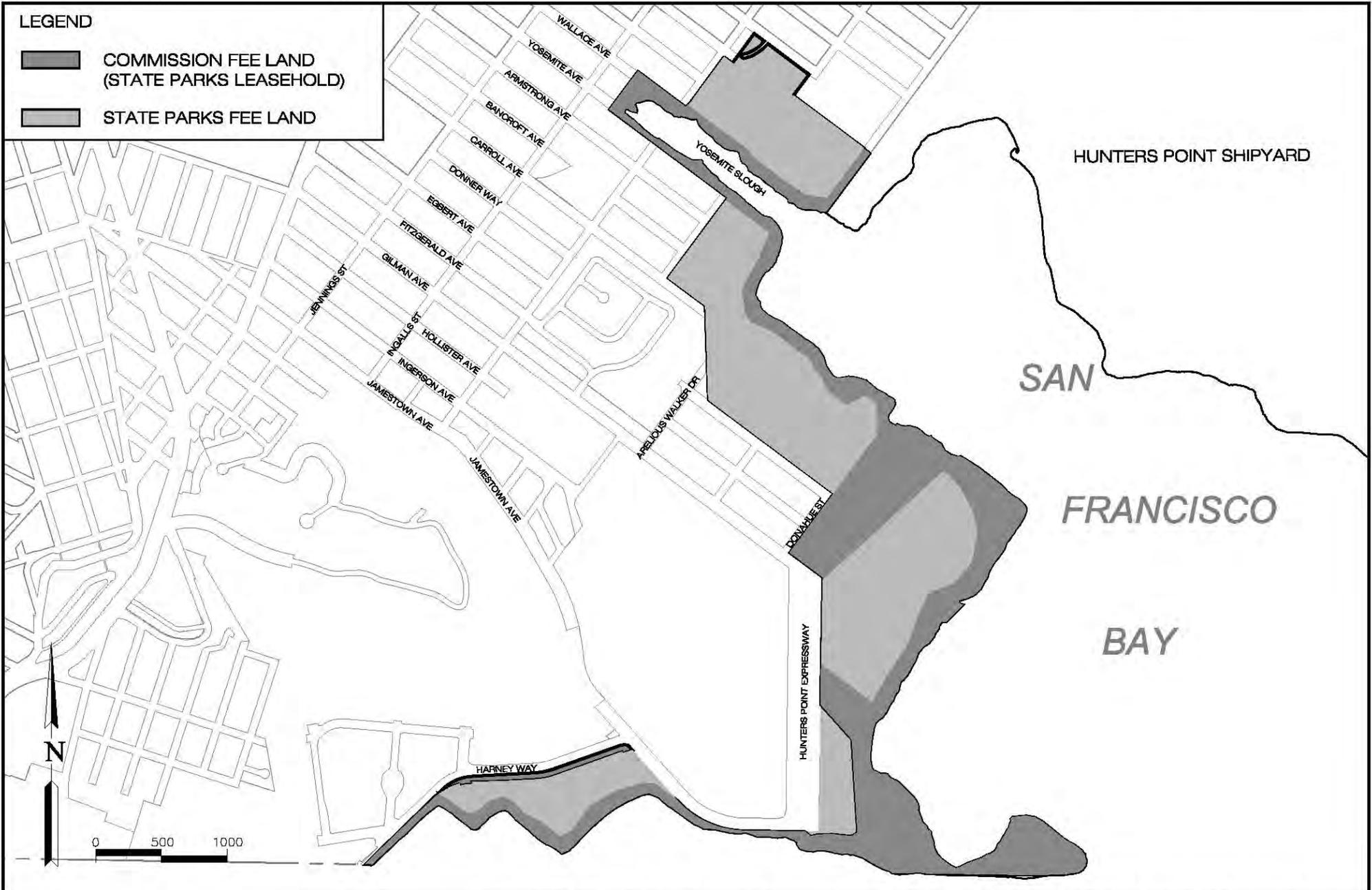
**Exhibit R** (“Form of Lease from Commission to State Parks”)

**Exhibit S** (“Legal Description and Plat of Initial Transfer Parcels”)

**Exhibit T** (“Illustrative Plat of Improvement Zones”)

**Exhibit U** (“General Description of Additional Improvements”)

**Exhibit V** (“List of Defined Terms”)



	 417 Montgomery Street, Suite 700 San Francisco, CA 94104 tel (415) 283-4870 ♦ fax (415) 283-4880 ♦ www.w-and-k.com		CPSRA RECONFIGURATION, IMPROVEMENT, AND TRANSFER AGREEMENT		EXHIBIT <b>A</b> 1 OF 1
	DRAWN BY: JG	FILE NO:	ILLUSTRATIVE PLAT OF OWNERSHIP INTERESTS WITHIN CPSRA FOLLOWING INITIAL CLOSING PHASE OF TRUST EXCHANGE		
REVISION DATE: 30 MAR 2011		SCALE: AS SHOWN			

**Candlestick Point State Recreation Area Reconfiguration, Improvement and Transfer Agreement**

**Indexing Information**

<b>Assessors' Block</b>	<b>Assessors' Lot</b>
4805	25
4814	25
4825	4
4853	3
4884	25
4886	8
5000	1
5023	10

\\Smw01\vol1\_data\SFR\HPPT\Recordation\APN list for CPSRA Reconfig Agrmt 6-21-11 v2.doc

**EXHIBIT B**

**W 26279  
AD 557**

**CANDLESTICK POINT STATE RECREATION AREA  
RECONFIGURATION, IMPROVEMENT AND TRANSFER AGREEMENT**

**LEGAL DESCRIPTION  
Transfer Parcels**

**Parcel BC-1 Commission Transfer Parcel**

All that certain real property including tidelands and submerged land, whether filled or unfilled, situate in the City and County of San Francisco, State of California and being portions of Arelious Walker Drive (Formerly F Street) between Underwood Avenue (Formerly 21<sup>st</sup> Avenue) and Wallace Avenue (Formerly 23<sup>rd</sup> Avenue) all as designated and shown 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" approved by the Board of Tide Land Commissioners March 19, 1869 and filed in Map Book W at Pages 46-47, Document Number X45805, in the office of the Recorder of said City and County of San Francisco described as follows:

BEGINNING at the intersection of the northeasterly line of said Underwood Avenue with the northwesterly line of said Arelious Walker Drive;  
thence along said northeasterly line of Underwood Avenue South 53°18'15" East 64.00 feet to the southeasterly line of said Arelious Walker Drive;  
thence South 36°42'01" West 555.70 feet to the mean high tide line of San Francisco Bay;  
thence along said mean high tide line with all its sinuosities, westerly 74 feet, more or less, to said northwesterly line of Arelious Walker Drive;  
thence leaving said mean high tide line and along last said northwesterly line North 36°42'01" East 584.71 feet, more or less, to the POINT OF BEGINNING.

**Parcel BC-2 Commission Transfer Parcel**

All that certain real property including tidelands and submerged land, whether filled or unfilled, situate in the City and County of San Francisco, State of California and being portions of Arelious Walker Drive (Formerly F Street), Bancroft Avenue (Formerly 26<sup>th</sup> Avenue) and Block 807, all as designated and shown 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" approved by the Board of Tide Land Commissioners March 19, 1869 and filed in Map Book W at Pages 46-47, Document Number X45805, in the office of the Recorder of said City and County of San Francisco described as follows;

COMMENCING at the intersection of the northeasterly line of Carroll Avenue (Formerly 27<sup>th</sup> Avenue) as shown on said Map of Tidelands previously cited with the northwesterly line of said Arelious Walker Drive;  
thence along said northwesterly line of Arelious Walker Drive North 36°42'01" East 166.79 feet to the TRUE POINT OF BEGINNING;  
thence leaving said northwesterly line South 05°05'26" East 21.78 feet;  
thence South 37°09'59" East 6.16 feet;  
thence South 11°34'22" East 28.96 feet;  
thence South 34°54'42" East 37.11 feet;  
thence South 31°47'46" East 17.73 feet;  
thence South 43°48'13" East 13.34 feet to a point from which survey control monument "Candlestick", described hereafter in the Basis of Bearings, bears South 31°22'22" West 5789.28 feet;  
thence North 36°41'45" East 123.04 feet, more or less, to the mean high tide line of San Francisco Bay;  
thence along said mean high tide line, with all its sinuosities, northwesterly 134 feet, more or less, to said northwesterly line of Arelious Walker Drive;  
thence leaving said mean high tide line and along last said northwesterly line South 36°42'01" West 134.65 feet, more or less, to the TRUE POINT OF BEGINNING.

**Parcel BC-3 Commission Transfer Parcel**

All that certain real property including tidelands and submerged land, whether filled or unfilled, situate in the City and County of San Francisco, State of California and being portions of Blocks 810, 826, 830, 844, together with portions of Donner Avenue (Formerly 28<sup>th</sup> Avenue), Egbert Avenue (Formerly 29<sup>th</sup> Avenue) and Fitzgerald Avenue (Formerly 30<sup>th</sup> Avenue), all as designated and shown 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" approved by the Board of Tide Land Commissioners March 19, 1869 and filed in Map Book W at Pages 46-47, Document Number X45805, in the office of the Recorder of said City and County of San Francisco, described as follows;

BEGINNING at the intersection of the northeasterly line of Gilman Avenue with the southeasterly line of Donahue Street as said Avenue and Street are shown on said certain map entitled "Map of the Salt Marsh and Tide Lands Lying Under Water South of Second Street and Situate in the City and County of San Francisco" previously cited;  
thence along said southeasterly line of Donahue Street North 36°41'45" East 933.86 feet to a point from which said survey control monument "Candlestick bears South 44°29'00" West 5519.65 feet;  
thence leaving said southeasterly line, South 21°59'15" East 16.88 feet;  
thence from a tangent which bears South 04° 02' 51" West along a curve to the right, concave westerly, having a radius of 390.00 feet, through a central angle 16° 38' 07", an arc distance of 113.23 feet;  
thence along a line parallel with said southeasterly line of Donahue Street South 36°41'45" West 655.11 feet;  
thence leaving said parallel line South 53°18'15" East 295.88 feet;

thence South 47°59'55" West 182.68 feet;  
thence North 00°56'49" East 14.75 feet to said northeasterly line of Gilman Avenue;  
thence along said northeasterly line North 53°18'15" West 312.37 feet to the POINT OF BEGINNING.

**Parcel BC-4 Commission Transfer Parcel**

All that certain real property including tidelands and submerged land, whether filled or unfilled, situate in the City and County of San Francisco, State of California and being portions of Blocks 860 and 857, together with portions of Ingerson Avenue (Formerly 33<sup>rd</sup> Avenue) as designated and shown 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" approved by the Board of Tide Land Commissioners March 19, 1869 and filed in Map Book W at Pages 46-47, Document Number X45805, in the office of the Recorder of said City and County of San Francisco, described as follows:

COMMENCING at the intersection of the northeasterly line of Gilman Avenue with the southeasterly line of Donahue Street, as said Avenue and Street are shown on said certain map entitled "Map of the Salt Marsh and Tide Lands lying under water South of Second Street and situate in the City and County of San Francisco", previously cited;  
thence along said northeasterly line of Gilman Avenue South 53°18'15" East 312.37 feet;  
thence leaving said northeasterly line and along the easterly line of Hunters Point Expressway as shown by the "Map Showing The Opening Of Hunters Point Expressway From Gilman Avenue to County Line" a copy of which is filed in Map Book U Page 59 Document N63256 in the Office of the Recorder of said City and County, South 00°56'49" West 667.72 feet to the TRUE POINT OF BEGINNING;  
thence South 53°18'15" East 105.06 feet to a point from which said survey control monument "Candlestick" bears South 57°58'42" West 4285.22 feet;  
thence South 36°41'45" West 96.78 feet;  
thence South 00°43'22" West 179.14 feet;  
thence South 89°16'38" East 1.50 feet;  
thence South 00°43'22" West 14.75 feet;  
thence North 41°59'00" West 45.43 feet to the said easterly line of said Hunters Point Expressway;  
thence along last said easterly line, North 00°56'49" East 300.51 feet to the TRUE POINT OF BEGINNING.

**Parcel BC-5 Commission Transfer Parcel**

All that certain real property including tidelands and submerged land, whether filled or unfilled, situate in the City and County of San Francisco, State of California and being portions of Blocks 615, 618, 878, 879, 880, 883, 885, 887, 890 together with portions of Nelson Avenue (Formerly 38<sup>th</sup> Avenue), Olney Avenue (Formerly 39<sup>th</sup> Avenue), Pulaski Avenue (Formerly 40<sup>th</sup> Avenue), Quebec Avenue (Formerly 41<sup>st</sup> Avenue), Richter Avenue (Formerly 42<sup>nd</sup> Avenue), Sampson

Avenue (Formerly 43<sup>rd</sup> Avenue), Tovar Avenue (Formerly 44<sup>th</sup> Avenue), Earl Street (Formerly E Street) and Donahue Street (Formerly D Street), all as designated and shown 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" approved by the Board of Tide Land Commissioners March 19, 1869 and filed in Map Book W at Pages 46-47, Document Number X45805, in the office of the Recorder of said City and County of San Francisco, described as follows:

BEGINNING at the most easterly corner of Parcel 1, as designated and shown on that certain map entitled "Map Showing the Opening of Harney Way from Jamestown Avenue to County Line" filed January 28, 1965 in Book U of Maps at Pages 64 and 65, under Document No. N63258, in the office of said Recorder;

thence along the southwesterly line of Jamestown Avenue, as designated and shown on that certain map entitled "Map showing the Widening and Extension of Jamestown Avenue from Hunters Point Expressway to Redondo St.", filed January 28, 1965 in Book U of Maps at pages 60-63, under Document No. N63257, in the office of said Recorder South 41°47'14" East 51.24 feet;

thence leaving said southwesterly line of Jamestown Avenue South 70°28'01" West 78.73 feet;

thence North 19°31'59" West 13.92 feet;

thence southwesterly along a line running parallel with and 35.00 feet distant southeasterly from the southerly line of Harney Way as said southerly line is designated and shown on that certain map entitled "Map Showing the Widening of Harney Way from Jamestown Avenue to Alana Way" filed May 9, 1979 in Book X of Maps at Pages 4 and 5, under Document No. B099873, in the office of said Recorder the following two (2) courses:

- (1) South 70°26'55" West 543.19 feet, and
- (2) along a tangent curve to the right, concave northwesterly, having a radius of 492.00 feet, through a central angle of 16° 27' 53", an arc distance of 141.38 feet;

thence South 86°54'48" West 260.68 feet;

thence South 88°55'05" West 227.49 feet;

thence South 01°31'59" East 17.03 feet;

thence from a tangent which bears North 88° 28' 01" West along a non-tangent curve to the left, concave southeasterly, having a radius of 300.00 feet, through a central angle of 18° 32' 51", an arc distance of 97.11 feet;

thence North 17°00'52" West 16.72 feet;

thence from a tangent which bears South 72° 59' 08" West, along a curve to the left, concave southeasterly, having a radius of 500.00 feet, through a central angle of 26° 01' 13" an arc distance of 227.07 feet;

thence South 46°57'55" West 202.58 feet to a point on the southerly line of Harney Way as designated and shown on said "Map Showing the Opening of Harney Way from Jamestown to County Line", from which point the intersection of the southwesterly line of said Richter Avenue with said southerly line of Harney Way as shown on last said map, bears along said southerly line of Harney Way North 45° 51' 33" East 162.22 feet;

thence along said southerly line of Harney Way as designated and shown on last said Map the following three (3) courses:

- (1) North 45°51'33" East 298.70 feet,

- (2) along a tangent curve to the right, concave southeasterly, having a radius of 360.00 feet, through a central angle of  $41^{\circ} 03' 15''$ , an arc distance of 257.95 feet;
- (3) North  $86^{\circ}54'48''$  East 446.87 feet to said northerly line of Pulaski Avenue as designated and shown on last said Map;

thence continuing along said southerly line of Harney Way as designated and shown on last said Map the following four (4) courses:

- (1) North  $86^{\circ}54'48''$  East 37.24 feet,
- (2) along a tangent curve to the left, concave northwesterly, having a radius of 440.00 feet, through a central angle  $16^{\circ} 27' 53''$ , an arc distance of 126.44 feet,
- (3) tangent to said curve, a line bearing North  $70^{\circ}26'55''$  East 547.13 feet, and
- (4) along a tangent curve to the right, concave, southerly, having a radius of 92.00 feet, through a central angle of  $36^{\circ}59'34''$ , an arc distance of 59.41 feet to the POINT OF BEGINNING.

#### **Parcel BP-1 State Parks Transfer Parcel**

All that certain real property including tidelands and submerged land, whether filled or unfilled, situate in the City and County of San Francisco, State of California and being all or portions of Blocks 512, 807, 808, 809, 827 and 828, together with portions of Carroll Avenue (Formerly 27<sup>th</sup> Avenue), Donner Avenue (Formerly 28<sup>th</sup> Avenue), Arelious Walker Drive (Formerly F Street), Earl Street (formerly E Street ) and Donahue Street (formerly D Street), all as designated and shown 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" approved by the Board of Tide Land Commissioners March 19, 1869 and filed in Map Book W at Pages 46-47, Document Number X45805, in the office of the Recorder of said City and County of San Francisco, described as follows:

BEGINNING at the intersection of the northeasterly line of said Carroll Avenue with the northwesterly line of said Arelious Walker Drive;  
thence along said northwesterly line of Arelious Walker Drive North  $36^{\circ}42'01''$  East 166.79 feet;  
thence leaving last said northwesterly line South  $05^{\circ}05'26''$  East 21.78 feet;  
thence South  $37^{\circ}09'59''$  East 6.16 feet;  
thence South  $11^{\circ}34'22''$  East 28.96 feet;  
thence South  $34^{\circ}54'42''$  East 37.11 feet;  
thence South  $31^{\circ}47'46''$  East 17.73 feet;  
thence South  $43^{\circ}48'13''$  East 13.34 feet to a point from which said survey control monument "Candlestick" bears South  $31^{\circ}22'22''$  West 5789.28 feet;  
thence South  $36^{\circ}41'45''$  West 109.15 feet to said northeasterly line of Carroll Avenue;  
thence along said northeasterly line of Carroll Avenue South  $53^{\circ}18'15''$  East 16.58 feet;  
thence leaving last said northeasterly line South  $29^{\circ}34'15''$  West 68.53 feet;  
thence South  $36^{\circ}41'45''$  West 24.00 feet;  
thence South  $53^{\circ}18'15''$  East 1104.74 feet;  
thence South  $21^{\circ}59'15''$  East 181.65 feet to the southeasterly line of said Donahue Street;  
thence along last said southeasterly line South  $36^{\circ}41'45''$  West 373.86 feet to the northeasterly line of Egbert Avenue as shown on said map entitled "Map of the Salt Marsh and Tide Lands

Lying Under Water South of Second Street and Situate in the City and County of San Francisco” previously referenced;

thence along the northeasterly line of said Egbert Avenue North  $53^{\circ}17'44''$  West 1193.01 feet to the easterly Right of Way of the Southern Pacific & Western Pacific Railroad as shown on the Tideland Commissioners Block Map No. 9 by G. F. Allardt dated December 20, 1869 a copy of which is filed in Map Book W, Pages 50 to 52, Document X45805, in the Office of the Recorder of said City and County;

thence along said easterly right of way North  $01^{\circ}47'49''$  West 693.40 feet to the Agreed 1869 Ordinary High Water Mark described in Exhibit 25 to that certain Hunters Point Shipyard/Candlestick Point Title Settlement, Public Trust Exchange and Boundary Line Agreement recorded in Rec'd Book 6425 Image Page 180, Document No. J206009, in the office of said Recorder;

thence along said Agreed 1869 Ordinary High Water Mark in a generally northeasterly direction, 22 feet, more or less, to said northeasterly line of Carroll Avenue;

thence along last said line South  $53^{\circ}18'15''$  East 219.79 feet to the POINT OF BEGINNING.

#### **Parcel BP-2 State Parks Transfer Parcel**

All that certain real property including tidelands and submerged land, whether filled or unfilled, situate in the City and County of San Francisco, State of California and being portions of Blocks 843, 844, 847, 848, 857 and 858, together with portions of Gilman Avenue (Formerly 31<sup>st</sup> Avenue), Hollister Avenue (Formerly 32<sup>nd</sup> Avenue) and Coleman Street (Formerly C Street), all as designated and shown 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" approved by the Board of Tide Land Commissioners March 19, 1869 and filed in Map Book W at Pages 46-47, Document Number X45805, in the office of the Recorder of said City and County of San Francisco, described as follows:

COMMENCING at the intersection of the northeasterly line of said Gilman Avenue with the southeasterly line of Donahue Street as said avenue and street are designated and shown on said certain map entitled "Map of the Salt Marsh and Tide Lands Lying under water South of Second Street and Situate in the City and County of San Francisco" previously cited;

thence along said northeasterly line of Gilman Avenue South  $53^{\circ}18'15''$  East 312.37 feet;

thence South  $00^{\circ}56'49''$  West 14.75 feet to the TRUE POINT OF BEGINNING of this description;

thence North  $47^{\circ}59'55''$  East 182.68 feet to a point from which said survey control monument "Candlestick" South  $49^{\circ}55'02''$  West 4830.08 feet;

thence South  $53^{\circ}18'15''$  East 290.64 feet;

thence along a tangent curve to the right, concave southwesterly, having a radius 200.00 feet, through a central angle of  $53^{\circ}09'29''$ , an arc distance of 185.56 feet;

thence along a line parallel with the southeasterly line of said Coleman Street and distant 143.49 feet southeasterly of, measured at right angles to said line of Coleman Street, South  $36^{\circ}41'45''$  West 629.00 feet;

thence leaving said parallel line, North  $53^{\circ}18'15''$  West 105.01 feet to the easterly line of Hunters Point Expressway as shown on the "Map Showing The Opening Of Hunters Point Expressway

From Gilman Avenue to County Line”, a copy of which is filed in Map Book U Page 59 Document N63256 in the Office of the Recorder of said City and County; thence along said easterly line North  $00^{\circ}56'49''$  East 652.97 feet to the TRUE POINT OF BEGINNING.

**Parcel BP-3 State Parks Transfer Parcel**

All that certain real property including tidelands and submerged land, whether filled or unfilled, situate in the City and County of San Francisco, State of California and being portions of Blocks 860, 867 and 868, together with portions of Jamestown Avenue (Formerly 34<sup>th</sup> Avenue) and Key Avenue (Formerly 35<sup>th</sup> Avenue), all as designated and shown 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" approved by the Board of Tide Land Commissioners March 19, 1869 and file in Map Book W at Pages 46-47, Document Number X45805, in the office of the Recorder of said City and County of San Francisco, described as follows:

COMMENCING at the intersection of the northeasterly line of Gilman Avenue with the southeasterly line of Donahue Street as said Street and Avenue are shown on said certain map entitled "Map of the Salt Marsh and Tidelands Lying under water south of Second Street and Situate in the City and County of San Francisco" previously cited; thence along said northeasterly line of Gilman Avenue, South  $53^{\circ}18'15''$  East 312.37 feet; thence leaving said northeasterly line and along the easterly line of Hunters Point Expressway, as shown on the "Map Showing The Opening Of Hunters Point Expressway From Gilman Avenue to County Line", a copy of which is filed in Map Book U Page 59, Document N63256 in the Office of the Recorder of said City and County, South  $00^{\circ}56'49''$  West 968.23 feet to the TRUE POINT OF BEGINNING; thence leaving said easterly line of Hunters Point Expressway South  $41^{\circ}59'00''$  East 45.43 feet to a point from which said survey control monument "Candlestick" bears South  $60^{\circ}45'47''$  West 4096.27 feet; thence South  $00^{\circ}43'22''$  West 412.04 feet; thence along a tangent curve to the right, concave northwesterly, having a radius of 352.00 feet, through a central angle  $25^{\circ} 03' 39''$ , an arc distance of 153.96 feet to said easterly line of Hunters Point Expressway; thence along said easterly line North  $00^{\circ}56'49''$  East 594.53 feet to the TRUE POINT OF BEGINNING.

BASIS OF BEARING of this description is North  $37^{\circ}08'31''$  East between found monuments designated and shown on that certain Record of Survey filed in Book AA of Maps at Pages 49 to 58 in the Office of the City and County of San Francisco Recorder as points "CANDLESTICK" (HPGN D CA 04 GF, PID-AB7679, EPOCH 1991.35) and "US Navy Monument", a brass disk located at Innes Avenue and Earl Street with coordinates Northing 2,093,622.933 feet and Easting 6,020,345.522 feet.

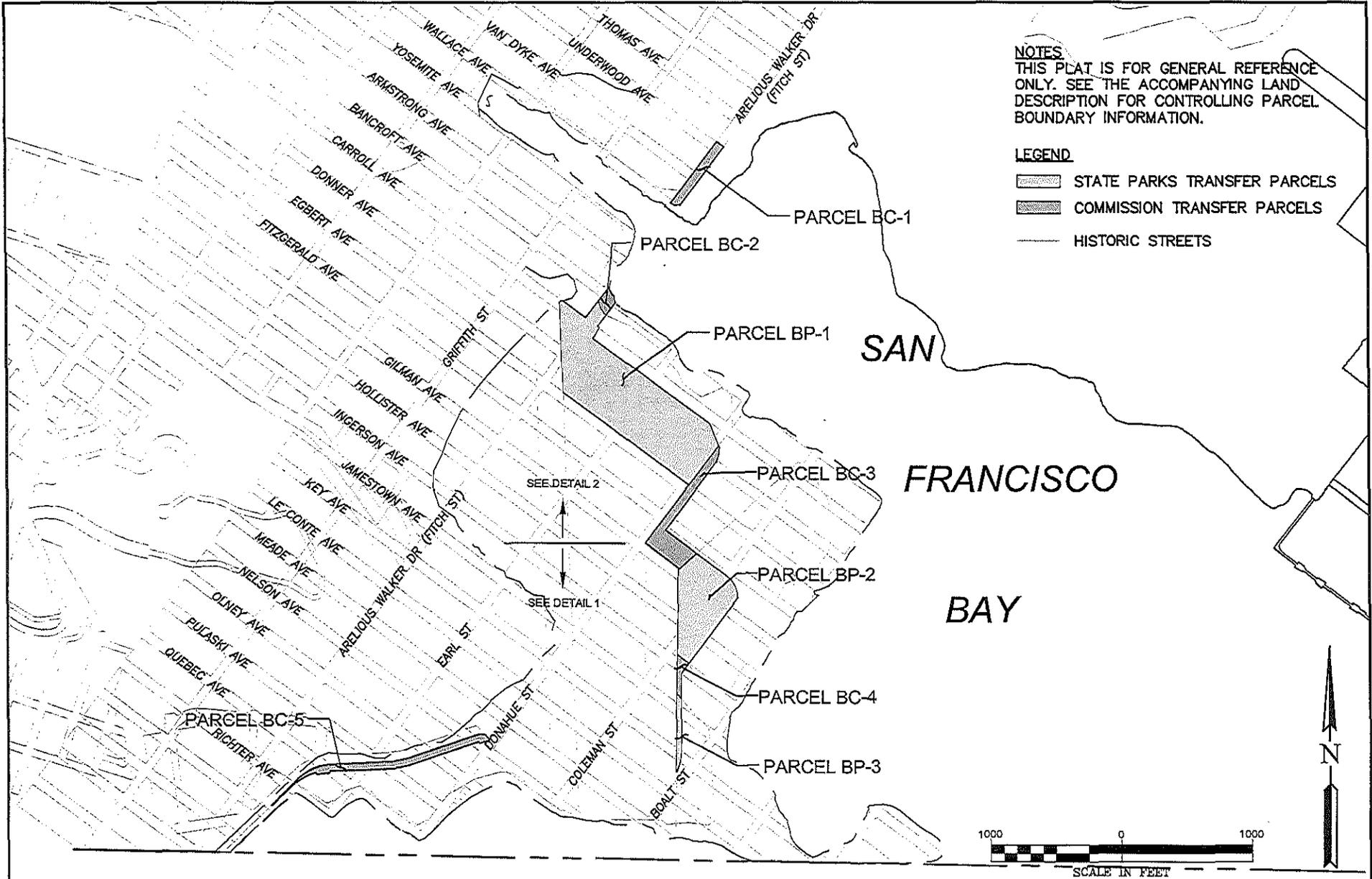
DISTANCES in this description are U.S. Survey Feet and decimals thereof and are "Ground" measurements per Survey Control Note No. 4 as shown on sheet 1 of said Record of Survey.

Unless otherwise noted herein all street citations are based upon that certain map entitled "Map of Lands Transferred in Trust to the City and County of San Francisco" as approved by the State Land Commission on October 29, 1975 and March 25, 1976 on file in Liber C169 pages 573 to 664, Document Number Y 88209 dated September 1974 and said map filed in Map Book W Pages 66 to 72 inclusive in the office of the Recorder of said City and County of San Francisco.

END OF DESCRIPTION

This description and its accompanying plat were prepared by Winzler & Kelly.





	<b>WINZLER &amp; KELLY</b> 417 Montgomery Street, Suite 700 San Francisco, CA 94104 tel (415) 283-4870 • fax (415) 283-4880 • www.w-and-k.com		CPSRA RECONFIGURATION, IMPROVEMENT, AND TRANSFER AGREEMENT		EXHIBIT <b>B</b> 1 OF 3
	DRAWN BY: JMS	FILE NO:	<b>PLAT TO ACCOMPANY LEGAL                  DESCRIPTION OF TRANSFER PARCELS</b>		
	REVISION DATE: 30 MAR 2011	SCALE: AS SHOWN			

**NOTES**

THIS PLAT IS FOR GENERAL REFERENCE ONLY. SEE THE ACCOMPANYING LAND DESCRIPTION FOR CONTROLLING PARCEL BOUNDARY INFORMATION.

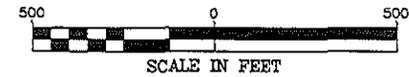
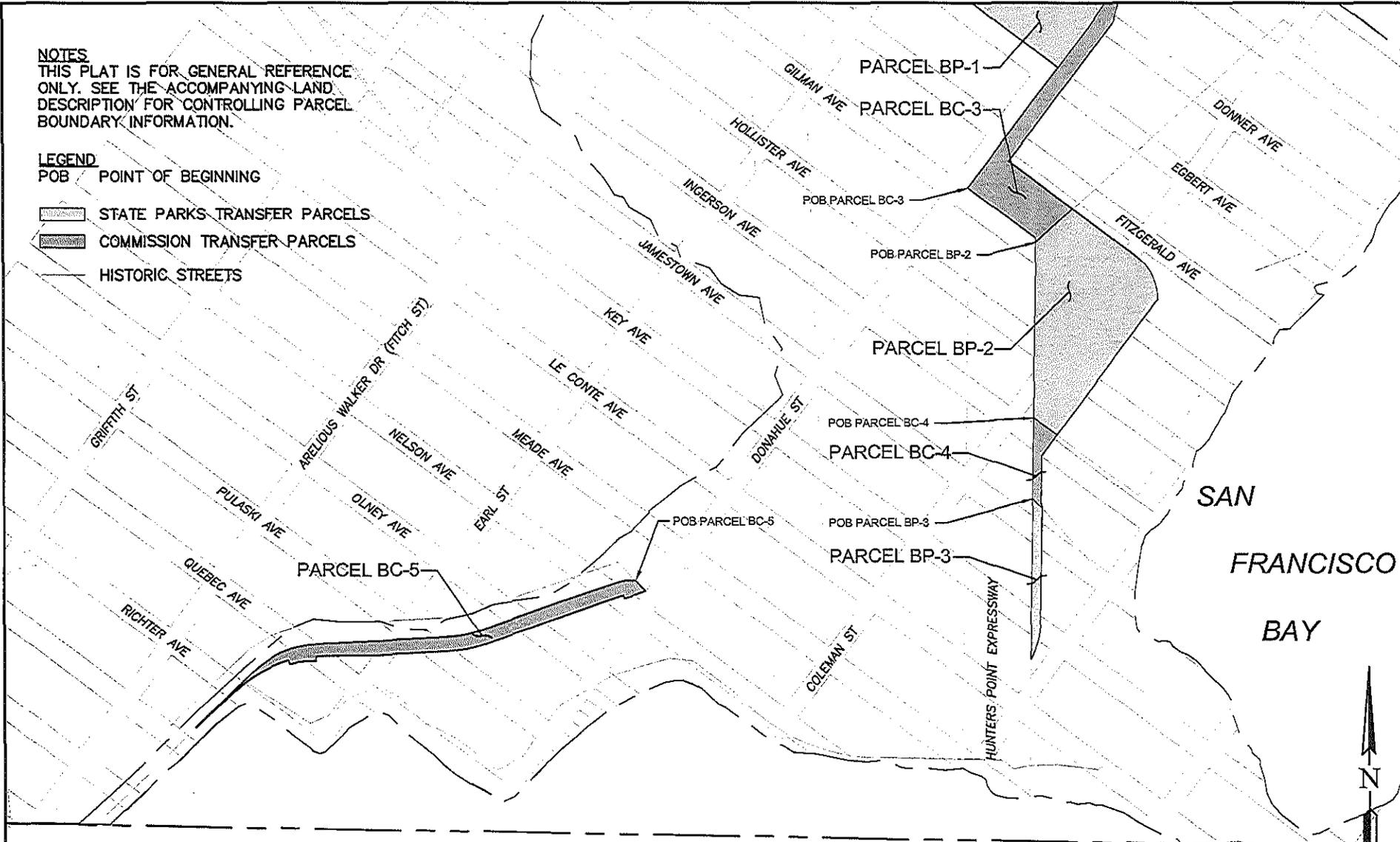
**LEGEND**

POB POINT OF BEGINNING

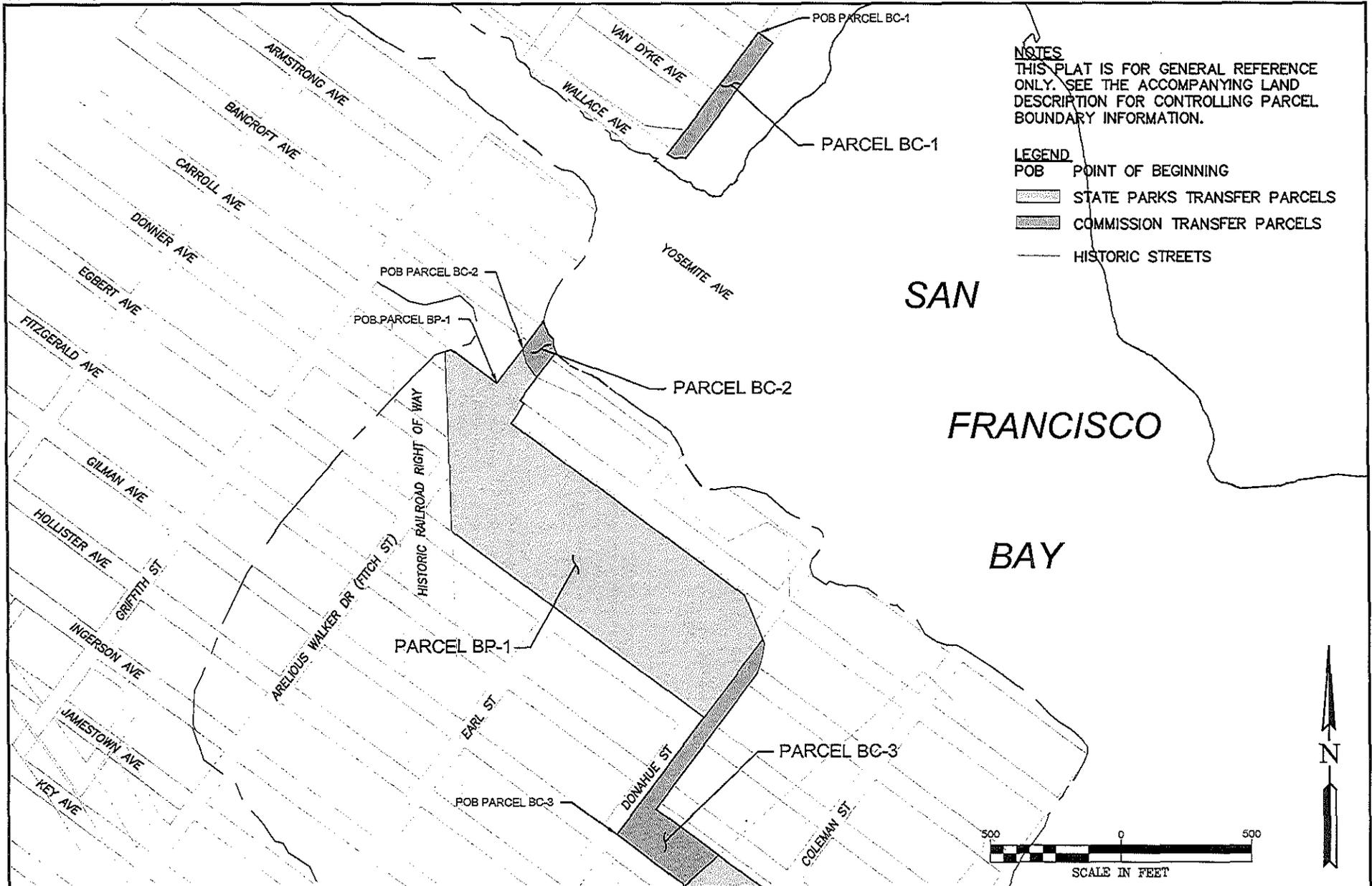
 STATE PARKS TRANSFER PARCELS

 COMMISSION TRANSFER PARCELS

 HISTORIC STREETS



	 <b>WINZLER &amp; KELLY</b> 417 Montgomery Street, Suite 700 San Francisco, CA 94104 tel (415) 283-4970 ♦ fax (415) 283-4980 ♦ www.w-and-k.com		CPSRA RECONFIGURATION, IMPROVEMENT, AND TRANSFER AGREEMENT		EXHIBIT <b>B</b>
	DRAWN BY: JMS		FILE NO:		PLAT TO ACCOMPANY LEGAL DESCRIPTION OF TRANSFER PARCELS - DETAIL 1
	REVISION DATE: 30 MAR 2011		SCALE: AS SHOWN		



**WINZLER & KELLY**

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DRAWN BY: JMS

FILE NO:

REVISION DATE: 30 MAR 2011

SCALE: AS SHOWN

CPSRA RECONFIGURATION, IMPROVEMENT,  
AND TRANSFER AGREEMENT

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
OF TRANSFER PARCELS - DETAIL 2

EXHIBIT

**B**

3 OF 3

EXHIBIT C

W 26279  
AD 557

CANDLESTICK POINT STATE RECREATION AREA  
RECONFIGURATION, IMPROVEMENT AND TRANSFER AGREEMENT

LEGAL DESCRIPTION

Yosemite Slough Addition Public Trust Parcels

**Parcel CC-1** Yosemite Slough Addition Public Trust Parcel

All that certain real property situate in the City and County of San Francisco, State of California and being a portion of Yosemite Avenue (Formerly 24<sup>th</sup> Avenue) between Hawes Street (Formerly H Street) and Ingalls Street (Formerly I Street), all as designated and shown on that certain map entitled "Property of the Bay View Homestead Association", filed June 19, 1872 in Map Book "C&D", Page 3 in the office of the Recorder of the City and County of San Francisco, described as follows:

COMMENCING at the intersection of the southeasterly line of said Ingalls Street with the northeasterly line of said Yosemite Avenue;  
thence along last said northeasterly line South 53°18'15" East 205.00 feet to the TRUE POINT OF BEGINNING;  
thence continuing along last said northeasterly line South 53°18'15" East 94.03 feet to the Agreed 1869 Ordinary High Water Mark described in Exhibit 25 to that certain Hunters Point Shipyard/Candlestick Point Title Settlement, Public Trust Exchange and Boundary Line Agreement recorded in Rec'd Book K425, Image Page 180, Document No. J2-06-009, in the office of said Recorder;  
thence along said Agreed 1869 Ordinary High Water Mark in a generally southerly direction, 108 feet, more or less, to the southwesterly line of said Yosemite Avenue;  
Thence along said southwesterly line North 53°18'15" West 165.21 feet to a point 205.00 feet southeasterly of, measured along last said southwesterly line, said Ingalls Street;  
thence leaving last said southwesterly line North 36°42'01" East 80.00 feet to the TRUE POINT OF BEGINNING.

**Parcel CC-2** Yosemite Slough Addition Public Trust Parcel

All that certain real property situate in the City and County of San Francisco, State of California and being a portion of Wallace Avenue (Formerly 23<sup>rd</sup> Avenue) between Hawes Street (Formerly H Street) and Ingalls Street (Formerly I Street), all as designated and shown on that certain map entitled "Property of the Bay View Homestead Association", filed June 19, 1872 in Parcel Map Book "C&D", Page 3 in the office of the Recorder of the City and County of San Francisco, described as follows;

COMMENCING at the intersection of the southeasterly line of said Ingalls Street with the northeasterly line of said Wallace Avenue;  
thence along last said northeasterly line South 53°18'15" East 205.00 feet to the TRUE POINT OF BEGINNING;  
thence continuing along said last said northeasterly line South 53°18'15" East 277.61 feet to the Agreed 1869 Ordinary High Water Mark described in Exhibit 25 to that certain Hunters Point Shipyard/Candlestick Point Title Settlement, Public Trust Exchange and Boundary Line Agreement recorded in Reel Book K425, Image Page 180, Document No. 5206009, in the office of said Recorder;  
thence leaving said northeasterly line and along said Agreed 1869 Ordinary High Water Mark in a generally northwesterly direction 277 feet, more or less, to the southwesterly line of said Wallace Avenue;  
thence along last said southwesterly line North 53°18'15" West 52.48 feet to a point 205.00 feet southeasterly of, measured along last said southwesterly line, said Ingalls Street;  
thence leaving last said southwesterly line North 36°42'04" East 80.00 feet to the TRUE POINT OF BEGINNING.

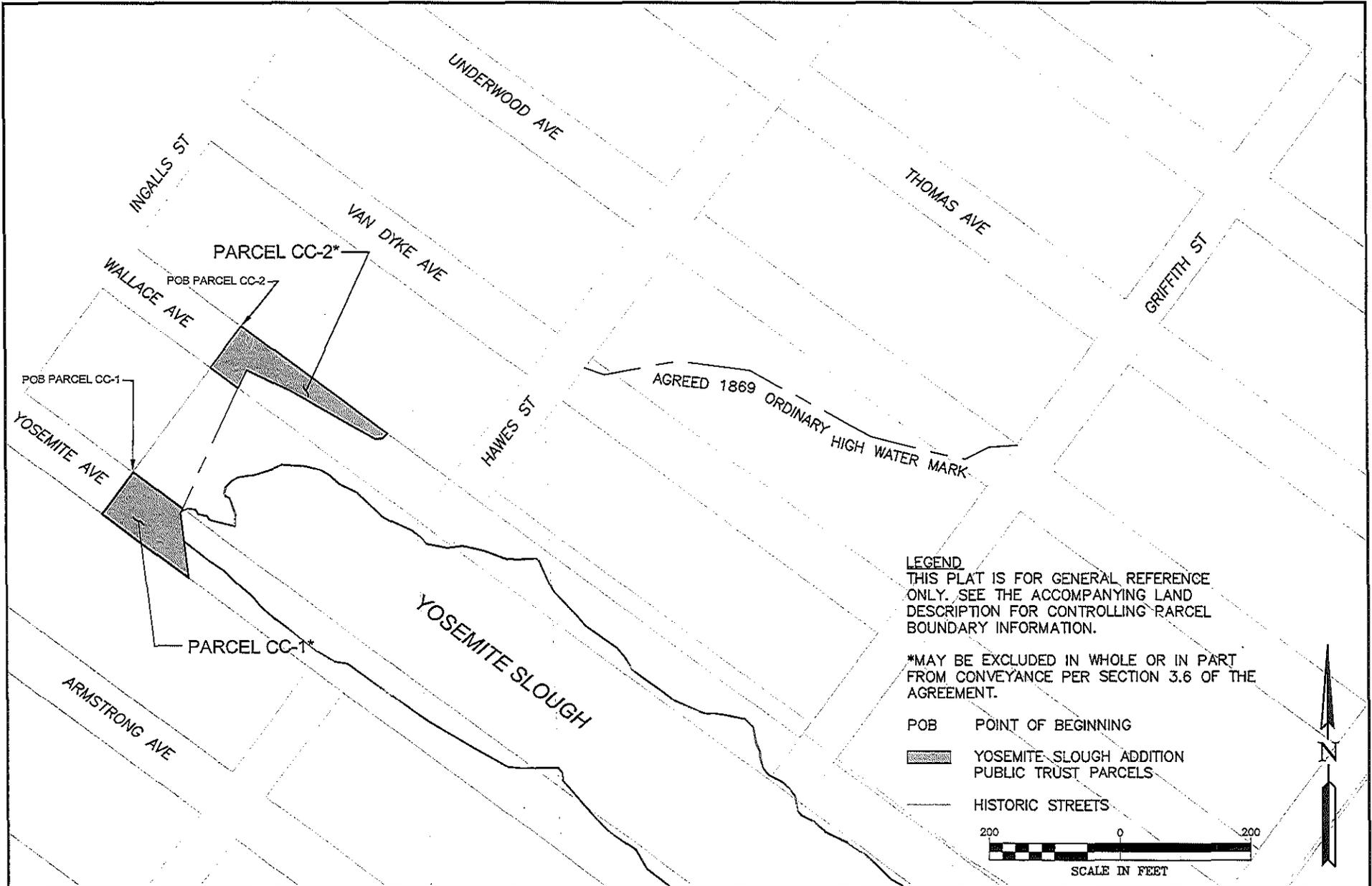
BASIS OF BEARING of this description is North 37° 08' 31" East between found monuments designated and shown on that certain Record of Survey filed in Book AA of Maps at Pages 49 to 58 in the Office of the City and County of San Francisco Recorder as points "CANDLESTICK" (HPGN D CA 04 GF, PID-AB7679, EPOCH 1991.35) and "US Navy Monument", a brass disk located at Innes Avenue and Earl Street with coordinates Northing 2,093,622.933 feet and Easting 6,020,345.522 feet.

DISTANCES in this description are U.S. Survey feet and decimals thereof and are "Ground" measurements per Survey Control Note No. 4 as shown on Sheet 1 of said Record of Survey.

END OF DESCRIPTION

This description and its accompanying plat were prepared by Winzler & Kelly

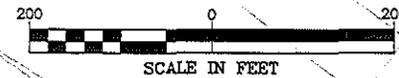




**LEGEND**  
 THIS PLAT IS FOR GENERAL REFERENCE ONLY. SEE THE ACCOMPANYING LAND DESCRIPTION FOR CONTROLLING PARCEL BOUNDARY INFORMATION.

\*MAY BE EXCLUDED IN WHOLE OR IN PART FROM CONVEYANCE PER SECTION 3.6 OF THE AGREEMENT.

- POB POINT OF BEGINNING
- YOSEMITE SLOUGH ADDITION PUBLIC TRUST PARCELS
- HISTORIC STREETS



	<b>WINZLER &amp; KELLY</b> 417 Montgomery Street, Suite 700 San Francisco, CA 94104 tel (415) 283-4970 • fax (415) 283-4980 • www.w-and-k.com	CPSRA RECONFIGURATION, IMPROVEMENT, AND TRANSFER AGREEMENT <b>PLAT TO ACCOMPANY LEGAL                  DESCRIPTION OF YOSEMITE SLOUGH                  ADDITION PUBLIC TRUST PARCELS</b>	EXHIBIT <b>C</b> 1 OF 1
	DRAWN BY: JMS REVISION DATE: 30 MAR 2011	FILE NO: SCALE: AS SHOWN	

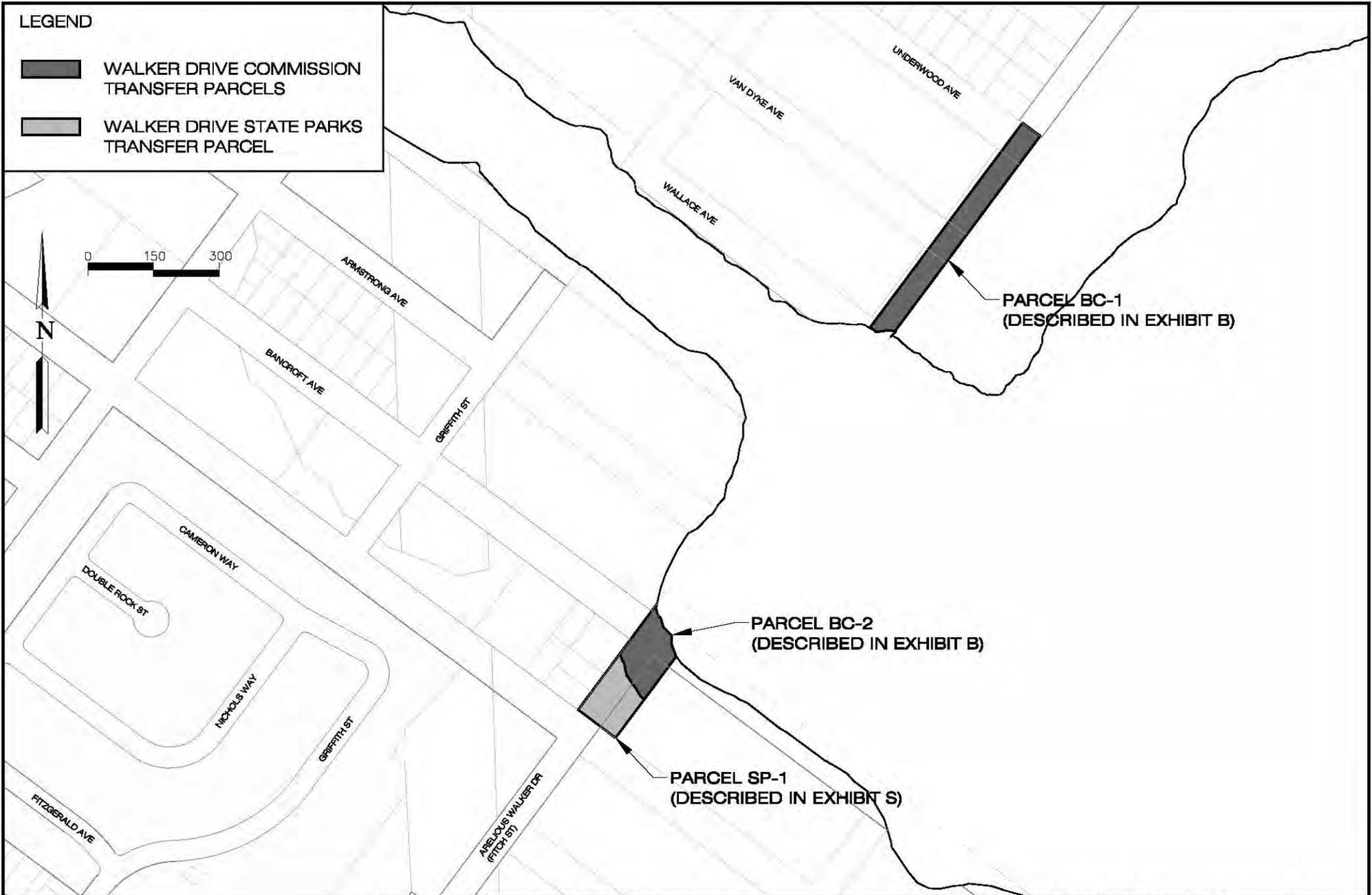


## **Exhibit E**

*Intentionally omitted*

P:\SFRA\HPPT\Park Agrmt Exhibits\2011 exhibits\Exh E Omitted.doc





	 417 Montgomery Street, Suite 700 San Francisco, CA 94104 tel (415) 283-4870 ♦ fax (415) 283-4880 ♦ www.w-and-k.com		CPSRA RECONFIGURATION, IMPROVEMENT, AND TRANSFER AGREEMENT		EXHIBIT <b>G</b> 1 OF 1
	DRAWN BY: JG REVISION DATE: 30 MAR 2011	FILE NO: SCALE: AS SHOWN	<b>ILLUSTRATIVE PLAT OF WALKER                  DRIVE TRANSFER PARCELS</b>		

**Exhibit H**  
**Form of Patent of Commission Transfer Parcels**  
*[italicized text to be included as applicable]*

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
STATE OF CALIFORNIA  
State Lands Commission  
Attn: Title Unit  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202

STATE OF CALIFORNIA  
OFFICIAL BUSINESS  
Document entitled to free recordation  
pursuant to government Code Section 27383

A.P.N. #s  
SLC No.

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

STATE OF CALIFORNIA  
PATENT

WHEREAS, the State Lands Commission (“Commission”), at its public meeting in \_\_\_\_ California on \_\_\_\_\_, approved Minute Item No. \_\_\_\_, which authorized the Commission to enter into the Candlestick Point State Recreation Area Reconfiguration, Improvement and Transfer Agreement (“Park Agreement”) between the State of California, acting by and through the Department of Parks and Recreation; the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic (the “Agency”); and the State of California, acting by and through the Commission, pursuant to Chapter 203 of the Statutes of 2009; and

WHEREAS, the Park Agreement was fully executed by the parties thereto on \_\_\_\_\_, 2011; and

WHEREAS, the Park Agreement provides for the quitclaim conveyance of the lands particularly described in Exhibit A attached hereto (“Commission Transfer Parcel”) from the Commission to the Agency upon the tender of certain consideration to the State of California (“State”), the receipt of which is hereby acknowledged; and

*[WHEREAS, the State, through Section 28 of Chapter 203 of the Statutes of 2009, has found and declared that it is necessary and in furtherance of important statewide interests for any restrictions or other encumbrances on title arising from Section 3 of Chapter 2 of the Statutes of 1958 of the First Extraordinary Session (“the 1958 Act”) to be eliminated; and]*

WHEREAS, in accordance with the Park Agreement, it is the intent of the Commission to convey to the Agency all of the State's right, title and interest in and to the Commission Transfer Parcel, as sovereign lands subject to the public trust for commerce, navigation, and fisheries (the "public trust") and any applicable statutory trust, as that term is defined in Chapter 203 of the Statutes of 2009 (the "statutory trust"), [*and free of any restriction or encumbrance arising from Section 3 of the 1958 Act or any deed issued thereunder*];

NOW, THEREFORE,

The STATE of CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the Agency, as trustee pursuant to Chapter 203 of the Statutes of 2009 all its right, title, and interest in the Commission Transfer Parcel, subject to the public trust and the statutory trust, [*and forever free from any restrictions or other encumbrances on title arising from Section 3 of the 1958 Act or from the deed from the State of California to the City and County of San Francisco recorded July 29, 1958 at Book 7337, Page 305 of Official Records in the office of the Recorder of said City and County.*]

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 \_\_\_\_\_, two thousand \_\_\_\_.

\_\_\_\_\_  
GOVERNOR

Attest:

\_\_\_\_\_  
SECRETARY OF STATE

Countersigned:

\_\_\_\_\_  
EXECUTIVE OFFICER  
STATE LANDS COMMISSION

**EXHIBIT A AND ACKNOWLEDGEMENT TO BE ATTACHED**

\\Smw01\vol1\_data\SFRA\HPPT\Park Agrmt Exhibits\2011 exhibits\April 2011\Exhibit H.doc

**Exhibit I**  
**Form of Patent of Walker Drive Commission Transfer Parcels**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
STATE OF CALIFORNIA  
State Lands Commission  
Attn: Title Unit  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202

STATE OF CALIFORNIA  
OFFICIAL BUSINESS  
Document entitled to free recordation  
pursuant to government Code Section 27383

A.P.N. #s  
SLC No.

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

STATE OF CALIFORNIA  
PATENT

WHEREAS, the State Lands Commission (“Commission”), at its public meeting in \_\_\_\_\_ California on \_\_\_\_\_, approved Minute Item No. \_\_\_\_, which authorized the Commission to enter into the Candlestick Point State Recreation Area Reconfiguration, Improvement and Transfer Agreement (“Park Agreement”) between the State of California, acting by and through the Department of Parks and Recreation; the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic (“Agency”); and the State of California, acting by and through the Commission, pursuant to Chapter 203 of the Statutes of 2009; and

WHEREAS, the Park Agreement was fully executed by the parties thereto on \_\_\_\_\_, 2011; and

WHEREAS, the Park Agreement provides for the quitclaim conveyance of the lands particularly described in Exhibit A, attached hereto (“Walker Drive Commission Transfer Parcels”) from the Commission to the Agency upon the tender of certain consideration to the State of California (“State”), the receipt of which is hereby acknowledged; and

WHEREAS, the Agency has proposed construction of a bridge spanning Yosemite Slough (“Bridge”), the north and south approaches to which would be located, in part, on the Walker Drive Commission Transfer Parcels; and

WHEREAS, in accordance with the Park Agreement, it is the intent of the Commission to convey to the Agency any right, title and interest of the State in and to in the Walker Drive Commission Transfer Parcels, as sovereign lands subject to the public trust for commerce,

navigation, and fisheries (the “public trust”) and any applicable statutory trust, as that term is defined in Chapter 203 of the Statutes of 2009 (the “statutory trust”), and further subject to the power of termination relating to construction of the Bridge described herein;

NOW, THEREFORE,

The STATE of CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the Agency, as trustee pursuant to Chapter 203 of the Statutes of 2009 all its right, title, and interest in the Walker Drive Commission Transfer Parcels, subject to the public trust and the statutory trust, and further subject to the following condition subsequent for the benefit of the State:

Substantial physical construction of the Bridge as part of a sustained and continuous construction plan (i) shall be commenced on or before June 1, 2025, or such later date as the Commission and the Agency may agree in writing, and (ii) after June 1, 2025, shall be diligently prosecuted to completion.

Should said condition not be satisfied, the State of California shall have the power to terminate the interest in the Walker Drive Commission Transfer Parcels conveyed by this deed, and to reenter and take possession and title to the Walker Drive Commission Transfer Parcels, including without limitation all improvements thereon, at no cost to the State. The State shall not have the power of termination if the failure of this condition is caused solely by force majeure as hereinafter defined.

“Force Majeure” as used herein means delay in construction or completion of the Bridge caused by any of the following: war; acts of terrorism; insurrection; strikes or lock-outs not caused by, or outside the reasonable control of, the Agency; riots; floods; earthquakes; fires; casualties; acts of nature; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation not caused by, or outside the reasonable control of, the Agency; previously unknown environmental conditions discovered on or affecting the property required to construct the Bridge, in each case including any delay caused or resulting from the investigation or remediation of such conditions; litigation that enjoins construction or other work on the Bridge or prevents or suspends construction work on the Bridge (except to the extent caused by the Agency); unusually severe weather; inability to secure necessary labor, materials or tools (provided that the Agency has taken reasonable action to obtain such materials or substitute materials on a timely basis).

By accepting this Patent, the Agency covenants and agrees that, in the event of any such termination, it will, upon demand by the State Lands Commission, prepare, execute and deliver a quitclaim deed conveying to the State of California, acting by and through the State Lands Commission, the Walker Drive Commission Transfer Parcels.

The interest created in the State by the foregoing paragraphs is a “Power of Termination” as defined in California Civil Code Section 885.010.

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 \_\_\_\_\_, two thousand \_\_\_\_\_.

\_\_\_\_\_

GOVERNOR

Attest:

\_\_\_\_\_  
SECRETARY OF STATE

Countersigned:

\_\_\_\_\_  
EXECUTIVE OFFICER  
STATE LANDS COMMISSION

**EXHIBIT A AND ACKNOWLEDGEMENT TO BE ATTACHED**

**Exhibit J**  
**Form of Agency's Certificate of Acceptance of**  
**Commission Transfer Parcels**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
STATE OF CALIFORNIA  
State Lands Commission  
Attn: Title Unit  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202

STATE OF CALIFORNIA  
OFFICIAL BUSINESS  
Document entitled to free recordation  
pursuant to government Code Section 27383

A.P.N. #s  
SLC No.

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

**CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING**  
**Government Code 27281**

This is to certify that the interest in real property conveyed by the Patent dated \_\_\_\_\_, from the State of California, acting by and through the State Lands Commission, to the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic, as a trustee pursuant to Chapter 203 of the Statutes of 2009, is hereby accepted by the undersigned officer or agent on behalf of the Redevelopment Agency of the City and County of San Francisco. This acceptance is made pursuant to authority conferred by that act of the Legislature set forth as Chapter 203, Statutes of 2009, and further by the authority of Redevelopment Agency of the City and County of San Francisco, Resolution No. \_\_\_\_\_ dated \_\_\_\_\_. The grantee accepts title to the conveyed interest in real property as land subject to the public trust for commerce, navigation, and fisheries and to any applicable statutory trust, as that term is defined in Chapter 203 of the Statutes of 2009. The grantee consents to the recordation of the referenced Patent, of which a true and correct copy is attached hereto as Exhibit 1, by its duly authorized officer.

Dated: \_\_\_\_\_

The Redevelopment Agency of the City and  
County of San Francisco, a public body,  
corporate and politic

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

**EXHIBIT 1 AND ACKNOWLEDGEMENT TO BE ATTACHED**

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**Exhibit L**  
**Form of Quitclaim Deed for**  
**Walker Drive State Parks Transfer Parcel**

WHEN RECORDED MAIL TO

STATE OF CALIFORNIA  
State Lands Commission  
Attn: Title Unit  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202

WITH A CONFORMED COPY TO:

[ California Department of Parks and Recreation ]  
[ Acquisition and Real Property Services Division ]  
[ One Capitol Mall, Suite 500 ]  
[ Sacramento, CA 95814 ]

OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE §27383

<b>Quitclaim Deed</b>	Agency: Department of Parks and Recreation Park: Candlestick Point State Recreation Area Project: Candlestick Point State Recreation Area Reconfiguration, Improvement and Transfer Agreement
APN(S): ptn. Xxxx-xxx; City and County of San Francisco	

The STATE OF CALIFORNIA, acting by and through the Department of Parks and Recreation, hereby quitclaims to the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic (“Agency”), all of its right, title, and interest in the real property situated in the State of California, City and County of San Francisco, described in the Land Description for the Walker Drive State Parks Transfer Parcel, which is attached and incorporated herein by reference, and subject to the following express condition subsequent for the benefit of the State of California:

Substantial physical construction of the proposed bridge spanning Yosemite Slough (“Bridge”) as part of a sustained and continuous construction plan (i) shall be commenced on or before June 1, 2025, or such later date as State Parks and the Agency may agree in writing, and (ii) after June 1, 2025, shall be diligently prosecuted to completion.

Should said condition not be satisfied, the State of California shall have the power to terminate the interest in the Walker Drive State Parks Transfer Parcel conveyed by this deed, and to reenter and take possession and title to the Walker Drive State Parks Transfer Parcel, including without limitation all improvements thereon, at no cost to the State. The State shall not have the power of termination if the failure of this condition is caused solely by force majeure, as hereinafter defined.

“Force Majeure” as used herein shall mean delay in construction or completion of the Bridge caused by any of the following: war; acts of terrorism; insurrection; strikes or lock-outs not caused by, or outside the reasonable control of, the Agency; riots; floods; earthquakes; fires; casualties; acts of nature; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation not caused by, or outside the reasonable control of, the Agency; previously unknown environmental conditions discovered on or affecting the property required to construct the Bridge, in each case including any delay caused or resulting from the investigation or remediation of such conditions; litigation that enjoins construction or other work on the Bridge or prevents or suspends construction work on the Bridge (except to the extent caused by the Agency); unusually severe weather; inability to secure necessary labor, materials or tools (provided that the Agency has taken reasonable action to obtain such materials or substitute materials on a timely basis).

By accepting this Patent, the Agency covenants and agrees that, in the event of any such termination, it will, upon demand by the Department of Parks and Recreation, prepare, execute and deliver a quitclaim deed conveying to the State of California, acting by and through the Department of Parks and Recreation, the Walker Drive State Parks Transfer Parcel.

The interest created in the State by the foregoing paragraphs is a “Power of Termination” as defined in California Civil Code Section 885.010.

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

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

Dated: \_\_\_\_\_

**ACKNOWLEDGEMENT AND LAND DESCRIPTION TO BE ATTACHED**

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**Exhibit M**  
**Form of Agency's Certificate of Acceptance of**  
**State Parks Transfer Parcels**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
STATE OF CALIFORNIA  
State Lands Commission  
Attn: Title Unit  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202

STATE OF CALIFORNIA  
OFFICIAL BUSINESS  
Document entitled to free recordation  
pursuant to government Code Section 27383

A.P.N. #s  
SLC No.

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

**CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING**  
Government Code 27281

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated \_\_\_\_\_, from the State of California, acting by and through the Department of Parks and Recreation, to the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic, is hereby accepted by the undersigned officer or agent on behalf of the Redevelopment Agency of the City and County of San Francisco. This acceptance is made pursuant to authority conferred by that act of the Legislature set forth as Chapter 203, Statutes of 2009, and further by the authority of Redevelopment Agency of the City and County of San Francisco Resolution No. \_\_\_\_\_ dated \_\_\_\_\_. The grantee consents to the recordation of the referenced Quitclaim Deed, of which a true and correct copy is attached hereto as Exhibit 1, by its duly authorized officer.

Dated: \_\_\_\_\_

The Redevelopment Agency of the City and  
County of San Francisco, a public body,  
corporate and politic

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

**EXHIBIT 1 AND ACKNOWLEDGEMENT TO BE ATTACHED**

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**Exhibit N**  
**Form of Quitclaim Deed For**  
**Yosemite Slough Addition/Park Addition Public Trust Parcels**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
STATE OF CALIFORNIA  
State Lands Commission  
Attn: Title Unit  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202

STATE OF CALIFORNIA  
OFFICIAL BUSINESS  
Document entitled to free recordation  
pursuant to government Code Section 27383

A.P.N. #s  
SLC No.

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

**QUITCLAIM DEED**

WHEREAS, the REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (the "Agency"), at its public meeting in San Francisco, California on \_\_\_\_\_, approved Resolution No. \_\_\_\_, which authorized the Agency to enter into the Candlestick Point State Recreation Area Reconfiguration, Improvement and Transfer Agreement ("Park Agreement") between the State of California acting by and through the State Lands Commission ("Commission"); the State of California, acting by and through the Department of Parks and Recreation; and the Agency, pursuant to Chapter 203 of the Statutes of 2009; and;

WHEREAS, the Park Agreement was fully executed by the parties thereto on \_\_\_\_\_, 2011; and

WHEREAS, the Park Agreement provides for the quitclaim conveyance of the lands particularly described in Exhibit A, attached hereto ("[Yosemite Slough Addition/Park Addition] Public Trust Parcel") from the Agency to the Commission upon the tender of certain consideration to the Agency, the receipt of which is hereby acknowledged; and

WHEREAS, in accordance with the Park Agreement, it is the intent of the Agency to convey to the Commission any right, title and interest of the Agency in and to in the [Yosemite Slough Addition/Park Addition] Public Trust Parcel;

NOW, THEREFORE,

The REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, does hereby

REMISE, RELEASE AND FOREVER QUITCLAIM, to THE STATE OF CALIFORNIA, acting by and through the California State Lands Commission, all its right, title and interest in the [Yosemite Slough Addition/Park Addition] Public Trust Parcel.

REDEVELOPMENT AGENCY OF THE CITY  
AND COUNTY OF SAN FRANCISCO

Date:

\_\_\_\_\_  
Executive Director

Approved as to form:

\_\_\_\_\_  
Agency Counsel

**EXHIBIT A AND ACKNOWLEDGMENTS OF SIGNATURES TO BE ATTACHED**

**Exhibit O**  
**Form of Commission's Certificate of Acceptance for**  
**Yosemite Slough Addition/Park Addition Public Trust Parcels**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
STATE OF CALIFORNIA  
State Lands Commission  
Attn: Title Unit  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202

STATE OF CALIFORNIA  
OFFICIAL BUSINESS  
Document entitled to free recordation  
pursuant to government Code Section 27383

A.P.N. #s  
SLC No.

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING  
Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic (the "Agency"), a Quitclaim Deed dated \_\_\_\_\_, of which a true and correct copy is attached hereto as Exhibit 1, of all of the Agency's right, title and interest in real property described therein.

The STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby consents to the recordation of this conveyance in the Office of the Recorder for the City and County of San Francisco.

The said interests in real property are accepted by the STATE OF CALIFORNIA, in its sovereign capacity in trust for the people of the state, as real property of the legal character of tidelands and submerged lands subject to the public trust for commerce, navigation and fisheries.

[Remainder of page intentionally left blank]

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the CALIFORNIA STATE LANDS COMMISSION, acting pursuant to law, as approved by Minute Item No. \_\_\_\_\_ of its public meeting in \_\_\_\_\_ on \_\_\_\_\_ by its duly authorized undersigned officer.

STATE OF CALIFORNIA, acting  
by and through the STATE LANDS  
COMMISSION

Dated: \_\_\_\_\_

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

Executive Officer

**EXHIBIT 1 AND ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED**

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**Exhibit P**  
**Form of Quitclaim Deed for**  
**Park Addition Trust Termination Parcels**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
STATE OF CALIFORNIA  
State Lands Commission  
Attn: Title Unit  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202

STATE OF CALIFORNIA  
OFFICIAL BUSINESS  
Document entitled to free recordation  
pursuant to government Code Section 27383

A.P.N. #s  
SLC No.

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

**QUITCLAIM DEED**

WHEREAS, the REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (the "Agency"), at its public meeting in San Francisco, California on \_\_\_\_\_, approved Resolution No. \_\_\_\_, which authorized the Agency to enter into the Candlestick Point State Recreation Area Reconfiguration, Improvement and Transfer Agreement ("Park Agreement") between the State of California acting by and through the State Lands Commission; the State of California, acting by and through the Department of Parks and Recreation ("State Parks"); and the Agency, pursuant to Chapter 203 of the Statutes of 2009; and;

WHEREAS, the Park Agreement was fully executed by the parties thereto on \_\_\_\_\_, 2011; and

WHEREAS, the Park Agreement provides for the quitclaim conveyance of the lands particularly described in Exhibit A, attached hereto ("Park Addition Trust Termination Parcel") from the Agency to State Parks upon the tender of certain consideration to the Agency, the receipt of which is hereby acknowledged; and

WHEREAS, in accordance with the Park Agreement, it is the intent of the Agency to convey to State Parks any right, title and interest of the Agency in and to in the Park Addition Trust Termination Parcel;

NOW, THEREFORE,

The REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, does hereby

REMISE, RELEASE AND FOREVER QUITCLAIM, to THE STATE OF CALIFORNIA, acting by and through the Department of Parks and Recreation, all its right, title and interest in the Park Addition Trust Termination Parcel.

REDEVELOPMENT AGENCY OF THE CITY  
AND COUNTY OF SAN FRANCISCO

Date:

\_\_\_\_\_

Executive Director

Approved as to form:

\_\_\_\_\_

Agency Counsel

**EXHIBIT A AND ACKNOWLEDGMENTS OF SIGNATURES TO BE ATTACHED**

**Exhibit Q**  
**Form of State Parks' Certificate of Acceptance for**  
**Park Addition Trust Termination Parcel**

**CERTIFICATE OF ACCEPTANCE**

**Agency** Department of Parks and Recreation  
**Project** Candlestick Point SRA Redevelopment Project  
**Agency Parcel No.** 014787  
**APN**  
City and County of San Francisco

This is to certify that, pursuant to the provisions contained in Chapter 203, Statutes of 2009, the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_ from the Redevelopment Agency of the City and County of San Francisco to THE STATE OF CALIFORNIA, acting by and through the Department of Parks and Recreation, is hereby accepted by the undersigned officer on behalf of the STATE OF CALIFORNIA and Grantee consents to the recordation thereof by its duly authorized officer.

***Note to Recorder:** If this certificate is for a correction deed, all corrections and/or changes to the previously recorded deed must be reviewed and accepted by the State prior to recording a correction deed. All correction deeds require a new Certificate of Acceptance dated subsequent to recordation of the original deed or the most recent correction deed, if any.*

**Accepted** STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By: \_\_\_\_\_  
STEPHEN R. LEHMAN  
Deputy Director  
Acquisition and Development

Dated: \_\_\_\_\_

**Exhibit R**  
**Form of Lease from Commission to State Parks**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
STATE OF CALIFORNIA  
California State Lands Commission  
Attn: Title Unit  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202

**STATE OF CALIFORNIA**  
**OFFICIAL BUSINESS**  
Document entitled to free recordation  
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.  
County: San Francisco

W 26279

**LEASE PRC (TBD)**

This Lease consists of this summary and the following attached and incorporated parts:

- |           |   |
|-----------|---|
| Section 1 | Basic Provisions  |
| Section 2 | Special Provisions Amending or Supplementing Section 1 or 4 |
| Section 3 | Description of Lease Premises                               |
| Section 4 | General Provisions  |

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**SECTION 1**

**BASIC PROVISIONS**

**THE STATE OF CALIFORNIA**, hereinafter referred to as Lessor acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise and let to \_\_\_\_\_, hereinafter referred to as Lessee acting by and through the **CALIFORNIA DEPARTMENT OF PARKS AND RECREATION**, those certain lands described in Section 3 subject to the reservations, terms, covenants and conditions of this Lease.

**MAILING ADDRESS:** P.O. Box 942896  
Sacramento, CA 94296

**LEASE TYPE:** General Lease – Public Agency Use

**LAND TYPE:** Filled and Unfilled Sovereign Lands

**LOCATION:** City and County of San Francisco

**LAND USE OR PURPOSE:** Public Recreation Uses at Candlestick State Park Recreation Area and Restoration and Remediation of Yosemite Slough

**TERM:** 66 years; beginning October 29, 2010; ending October 28, 2076, unless sooner terminated as provided under this Lease.

**CONSIDERATION:**  
The public use and benefit, with the State reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State’s best interest. Subject to modification by Lessor as specified in Paragraph 2(b) of Section 4 – General Provisions.

**AUTHORIZED IMPROVEMENTS:**

**EXISTING:** Open Space and Recreational Use, including but not limited to, Hiking, Jogging and Bicycle Trails, Group Picnic Areas, Wind Surfing Facilities, Boating Center, Sand Beach, Quiet Areas, Boat Access Facilities, Concessions and Service Area(s).

**PROPOSED ACTIVITY:** Restoration and Remediation of Yosemite Slough marsh and upland habitats

**CONSTRUCTION MUST BEGIN BY:** On or about April 1, 2011  
**AND BE COMPLETED BY:** March 31, 2016

**LIABILITY INSURANCE:** Not applicable

**SURETY BOND OR OTHER SECURITY:** Not applicable

---

**SECTION 2  
SPECIAL PROVISIONS**

**BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED, REVISED OR SUPPLEMENTED AS FOLLOWS:**

1. Lease term will become effective immediately upon acquisition of property by the Lessor at close of escrow pursuant to terms of Exchange Agreement AD \_\_\_\_.
2. Lessor will consult with Lessee upon receipt of an application for any lease that may encroach onto Lessee’s lease premises.

3. Lessee will execute a lease quitclaim deed in favor of the Lessor when a portion of the leased premises is to be conveyed to the San Francisco Redevelopment Agency pursuant to the terms of the Candlestick Point State Recreation Area Reconfiguration Improvement and Transfer Agreement.
4. Lessee is currently amending the Candlestick State Park Recreation Area Park Master Plan. Lessee agrees to consult with Lessor during the amendment process. Further, Lessee agrees to submit a lease amendment application to Lessor upon the Candlestick State Park Recreation Area Park Master Plan amendment being finalized.
5. Lessee shall not add or construct additional facilities, structures, or improvements to the Lease Premises without prior Commission authorization.
6. Lessee shall not utilize lease premises for income producing uses without the prior approval of the Lessor.
  - A. Lessor reserves the right to amend the lease and charge an annual rent for any portion of the lease premises that produces income to the Lessee.
7. For the restoration and remediation of YOSEMITE SLOUGH
  - A. Within ten (10) calendar days of the "Notice to Proceed" for the commencement of any remediation or restoration construction activities, Lessee shall provide to Lessor a copy of a Critical Path Method (CPM) Project Work Schedule showing all significant work activities that will take place during the course of the project. Lessee has previously provided Lessor, for Lessor's review and comment, a copy of the Lessee's "Project Manual" (including Appendices and Addendums) that provides detailed Project Plans and Specifications and other pertinent project information.
  - B. Lessee's prior submittal to Lessor of the Project Manual constitutes Lessee's notification of Lessee's intent to commence construction activities as soon as Lessor's review is completed; such review shall be completed no later than March 31, 2011.
  - C. All activities shall be carried out in accordance with all local, State, and Federal permits and applicable safety regulations.
  - D. Within 60 days of completing the authorized activities, Lessee will provide Lessor with photographs and a set of "as-built" plans that will show where any improvements have been placed.
  - E. Upon completion of all construction activities associated with this public works contract, Lessee shall provide Lessor with a copy of the San Francisco City and County, "Notice of Completion" and dated post-construction photos.
  - F. Any equipment to be used on the Lease Premises is limited to that which is directly required to perform the authorized use and shall not include any equipment that may cause damage to the Lease Premises or on other lands subject to Lessor's jurisdiction.
  - G. No refueling, repairs, or maintenance of vehicles or equipment will take place on the Lease Premises or on lands subject to Lessor's jurisdiction.
  - H. If barges or vessels are used for the restoration of Yosemite Slough, then Lessee shall maintain a logbook on all work vessels during work within the Lease Premises utilized in operations conducted under this Lease to keep track of all debris created by objects of any kind that may fall into the water. The logbook should include the type of debris, date, time and location to facilitate identification and location of debris for recovery and site clearance verification. All debris shall be promptly removed from the Lease Premises

**IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF SECTION 2 AND SECTION 4 OF THIS LEASE, THE PROVISIONS OF SECTION 2 SHALL PREVAIL.**

**SECTION 3  
DESCRIPTION OF LEASE PREMISES**

[legal description to be provided]

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Legal Description to be provided

## SECTION 4

### GENERAL PROVISIONS

#### 1. GENERAL

These provisions are applicable to all leases, permits, rights-of-way, easements, or licenses or other interests in real property conveyed by the State Lands Commission.

#### 2. CONSIDERATION

##### (a) Categories

##### (1) Rental

Lessee shall pay the annual rental as stated in this Lease to Lessor without deduction, delay, or offset, on or before the beginning date of this Lease and on or before each anniversary of its beginning date during each year of the Lease term.

##### (2) Non-Monetary Consideration

If the consideration to Lessor for this Lease is the public use, benefit, health, or safety, Lessor shall have the right to review such consideration at any time and set a monetary rental if the State Lands Commission, at its sole discretion, determines that such action is in the best interest of the State.

##### (b) Modification

Lessor may modify the method, amount, or rate of consideration effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days notice prior to the effective date.

##### (c) Penalty and Interest

Any installments of rental accruing under this Lease not paid when due shall be subject to a penalty and shall bear interest as specified in Public Resources Code Section 6224 and the Lessor's then existing administrative regulations governing penalty and interest.

#### 3. BOUNDARIES

This Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary claims which may be asserted presently or in the future.

#### 4. LAND USE

##### (a) General

Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the improvements expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later. Lessee shall notify Lessor within ten (10) days after

commencing the construction of authorized improvements and within sixty (60) days after completing them. Lessee's discontinuance of such use for a period of ninety (90) days shall be conclusively presumed to be an abandonment.

##### (b) Continuous Use

Lessee's use of the Lease Premises shall be continuous from commencement of the Lease until its expiration.

##### (c) Repairs and Maintenance

Lessee shall, at its own expense, keep and maintain the Lease Premises and all improvements in good order and repair and in safe condition. Lessor shall have no obligation for such repair and maintenance.

##### (d) Additions, Alterations, and Removal

(1) Additions - No improvements other than those expressly authorized in this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor.

(2) Alteration or Removal - Except as provided under this Lease, no alteration or removal of improvements on or natural features of the Lease Premises shall be undertaken without the prior written consent of Lessor.

##### (e) Conservation

Lessee shall practice conservation of water, energy, and other natural resources and shall prevent pollution and harm to the environment. Lessee shall not violate any law or regulation whose purpose is to conserve resources or to protect the environment. Violation of this section shall constitute grounds for termination of the Lease. Lessor, by its executive officer, shall notify Lessee, when in his or her opinion, Lessee has violated the provisions of this section and Lessee shall respond and discontinue the conduct or remedy the condition within 30 days.

##### (f) Toxics

Lessee shall not manufacture or generate hazardous wastes on the Lease Premises unless specifically authorized under other terms of this Lease. Lessee shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during the Lease term and shall comply with and be bound by all applicable provisions of such federal, state or local law, regulation or ordinance dealing with such wastes, substances or materials. Lessee shall notify Lessor and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances, or materials.

##### (g) Enjoyment

Subject to the provisions of paragraph 5 (a) (2) below, nothing in this Lease shall preclude Lessee from excluding

persons from the Lease Premises when their presence or activity constitutes a material interference with Lessee's use and enjoyment of the Lease Premises as provided under this Lease.

**(h) Discrimination**

Lessee in its use of the Lease Premises shall not discriminate against any person or class of persons on the basis of race, color, creed, religion, national origin, sex, age, or handicap.

**(i) Residential Use**

No portion of the Lease Premises shall be used as a location for a residence or for the purpose of mooring a structure which is used as a residence. For purposes of this Lease, a residence or floating residence includes but is not limited to boats, barges, houseboats, trailers, cabins, or combinations of such facilities or other such structures which provide overnight accommodations to the Lessee or others.

**5. RESERVATIONS, ENCUMBRANCES, AND RIGHTS-OF-WAY**

**(a) Reservations**

- (1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber and minerals as defined under Public Resources Code Sections 6401 and 6407, as well as the right to grant leases in and over the Lease Premises for the extraction of such natural resources; however, such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (2) Lessor expressly reserves a right to go on the Lease Premises and all improvements for any purpose associated with this Lease or for carrying out any function required by law, or the rules, regulations or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.
- (3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

**(b) Encumbrances**

This Lease may be subject to pre-existing contracts, leases, licenses, easements, encumbrances, and claims and is made without warranty by Lessor of title, condition, or fitness of the land for the stated or intended purpose.

**6. RULES, REGULATIONS, AND TAXES**

(a) Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any other governmental agency or entity having lawful authority and jurisdiction.

(b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtains and maintains all permits or other entitlements.

(c) Lessee accepts responsibility for and agrees to pay any and all possessory interest taxes, assessments, user fees or service charges imposed on or associated with the leasehold interest, improvements or the Lease Premises, and such payment shall not reduce rental due Lessor under this Lease and Lessor shall have no liability for such payment.

**7. INDEMNITY**

(a) Lessor shall not be liable and Lessee shall indemnify, hold harmless and, at the option of Lessor, defend Lessor, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, arising out of or connected in any way with the issuance, enjoyment or breach of this Lease or Lessee's use of the Lease Premises except for any such liability, claims, damage or injury solely caused by the negligence of Lessor, its officers, agents and employees.

(b) Lessee shall notify Lessor immediately in case of any accident, injury, or casualty on the Lease Premises.

**8. INSURANCE**

(a) Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified, insuring Lessee and Lessor against any and all claims or liability arising out of the ownership, use, occupancy, condition or maintenance of the Lease Premises and all improvements.

(b) The insurance policy or policies shall name the State of California, its officers, employees and volunteers as insureds as to the Lease Premises and shall identify the Lease by its assigned number. Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current. The policy (or endorsement) must provide that the insurer will not cancel the insured's coverage without thirty

(30) days prior written notice to Lessor. Lessor will not be responsible for any premiums or other assessments on the policy. The coverage provided by the insured (Lessee) shall be primary and non-contributing.

(c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

**9. SURETY BOND**

(a) Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants, and conditions of this Lease.

(b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized improvements, alterations or purposes and any modification of consideration.

(c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

**10. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING**

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:

(1) If Lessee is a corporation, any dissolution, merger, consolidation or other reorganization of Lessee or sale or other transfer of a percentage of capital stock of Lessee which results in a change of controlling persons, or the sale or other transfer of substantially all the assets of Lessee;

(2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership.

(c) If this Lease is for sovereign lands, it shall be appurtenant to adjoining littoral or riparian land and Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands separately from the leasehold rights granted herein without the prior written consent of Lessor.

(d) If Lessee desires to assign, sublet, encumber or otherwise transfer all or any portion of the Lease Premises, Lessee shall do all of the following:

(1) Give prior written notice to Lessor;

(2) Provide the name and complete business organization and operational structure of the proposed assignee, sublessee, secured third party, or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee. If the proposed assignee, sublessee, or secured third party is a general or limited partnership, or a joint venture, provide a copy of the partnership agreement or joint venture agreement, as applicable;

(3) Provide the terms and conditions of the proposed assignment, sublease, or encumbrance or other transfer;

(4) Provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the Lease Premises; and

(5) Provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.

Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party's financial strength and reliability, their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.

(e) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party.

(f) Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be subject to terms and conditions found in a separately drafted standard form (Agreement and Consent to Encumbrancing of Lease) available from Lessor upon request.

(g) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of

or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal, state or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises.

(h) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7,9,11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary defaults under this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.

(7) Lessee's failure to comply with applicable provisions of federal, state or local laws or ordinances relating to issues of Health and Safety, or whose purpose is to conserve resources or to protect the environment.

(b) Lessee's failure to observe or perform any other term, covenant or condition of this Lease to be observed or performed by the Lessee when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice; however, if the nature of Lessee's default or breach under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default or breach if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

(c) **Remedies**

In the event of a default or breach by Lessee and Lessee's failure to cure such default or breach, Lessor may at any time and with or without notice do any one or more of the following:

- (1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises;
- (2) Terminate this Lease and Lessee's right of possession of the Lease Premises. Such termination shall be effective upon Lessor's giving written notice and upon receipt of such notice, Lessee shall immediately surrender possession of the Lease Premises to Lessor;
- (3) Maintain this Lease in full force and effect and recover any rental, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises; and/or
- (4) Exercise any other right or remedy which Lessor may have at law or equity.

**11. DEFAULT AND REMEDIES**

(a) **Default**

The occurrence of any one or more of the following events shall immediately and without further notice constitute a default or breach of the Lease by Lessee:

- (1) Lessee's failure to make any payment of rental, royalty, or other consideration as required under this Lease;
- (2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease;
- (3) Lessee's vacation or abandonment of the Lease Premises (including the covenant for continuous use as provided for in paragraph 4) during the Lease term;
- (4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements;
- (5) Lessee's failure to comply with all applicable provisions of federal, state or local law, regulation or ordinance dealing with hazardous waste, substances or materials as defined under such law;
- (6) Lessee's Failure to commence to construct and to complete construction of the improvements authorized by this Lease within the time limits specified in this Lease; and/or

**12. RESTORATION OF LEASE PREMISES**

(a) Upon expiration or sooner termination of this Lease, Lessor upon written notice may take title to any or all improvements, including fills, or Lessor may require Lessee to remove all or any such improvements at its sole expense and risk; or Lessor may itself remove or have removed all or any portion of such improvements at Lessee's sole expense. Lessee shall deliver to Lessor such documentation as may be necessary to convey title to such improvements to Lessor free and clear of any liens, mortgages, loans or any other encumbrances.

(b) In removing any such improvements Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to their installation or construction.

(c) All plans for and subsequent removal and restoration shall be to the satisfaction of Lessor and shall be completed within ninety (90) days after the expiration or sooner termination of this Lease or after compliance with paragraph 12(d), whichever is the lesser.

(d) In removing any or all the improvements Lessee shall be required to obtain any permits or other governmental approvals as may then be required by lawful authority.

(e) Lessor may at any time during the Lease term require Lessee to conduct at its own expense and by a contractor approved by Lessor an independent environmental site assessment or inspection for the presence or suspected presence of hazardous wastes, substances or materials as defined under federal, state or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises during the term of the Lease. Lessee shall provide the results of the assessment or inspection to Lessor and the appropriate governmental response agency(ies) and shall further be responsible for removing or taking other appropriate remedial action regarding such wastes, substances or materials in accordance with applicable federal, state or local law regulation or ordinance.

**13. QUITCLAIM**

Lessee shall, within ninety (90) days of the expiration or sooner termination of this Lease, execute and deliver to Lessor in a form provided by Lessor a good and sufficient release of all rights under this Lease. Should Lessee fail or refuse to deliver such a release, a written notice by Lessor reciting such failure or refusal shall, from the date of its recordation, be conclusive evidence against Lessee of the termination of this Lease and all other claimants.

**14. HOLDING-OVER**

Any holding-over by Lessee after the expiration of the Lease term, with or without the express or implied consent of Lessor, shall constitute a tenancy from month to month and not an extension of the Lease term and shall be on the terms, covenants, and conditions of this Lease, except that the annual rental then in effect shall be increased by twenty-five percent (25%).

**15. ADDITIONAL PROVISIONS**

**(a) Waiver**

(1) No term, covenant, or condition of this Lease and no default or breach of any such term, covenant or condition shall be deemed to have been waived, by Lessor's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged by Lessor in writing.

(2) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition of any other default or breach of any term, covenant or condition of this Lease.

**(b) Time**

Time is of the essence of this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

**(c) Notice**

All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessee shall give Lessor notice of any change in its name or address.

**(d) Consent**

Where Lessor's consent is required under this Lease its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

**(e) Changes**

This Lease may be terminated and its term, covenants and conditions amended, revised or supplemented only by mutual written agreement of the parties.

**(f) Successors**

The terms, covenants and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

**(g) Joint and Several Obligation**

If more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

**(h) Captions**

The captions of this Lease are not controlling and shall have no effect upon its construction or interpretation.

**(i) Severability**

If any term, covenant or condition of this Lease is determined by a court of competent jurisdiction to be invalid, it shall be considered deleted and shall not invalidate any of the remaining terms, covenants and conditions.

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STATE OF CALIFORNIA - STATE LANDS COMMISSION

LEASE NO.

This Lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and a duly executed copy has been delivered to Lessee. The submission of this Lease by Lessor, its agent or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease as of the date hereafter affixed.

**LESSEES:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LESSOR:**

**STATE OF CALIFORNIA  
STATE LANDS COMMISSION**

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ACKNOWLEDGEMENT**

This Lease was authorized by the  
California State Lands Commission on

\_\_\_\_\_  
(Month Day Year)

## **EXHIBIT S**

### **CANDLESTICK POINT STATE RECREATION AREA RECONFIGURATION, IMPROVEMENT AND TRANSFER AGREEMENT**

#### **LEGAL DESCRIPTION**

##### **Initial Transfer Parcels**

#### **Parcel SC-1 Commission Transfer Parcel**

All that certain real property including tidelands and submerged land, whether filled or unfilled, situate in the City and County of San Francisco, State of California and being portions of Arelious Walker Drive (Formerly F Street) between Underwood Avenue (Formerly 21<sup>st</sup> Avenue) and Wallace Avenue (Formerly 23<sup>rd</sup> Avenue) all as designated and shown 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" approved by the Board of Tide Land Commissioners March 19, 1869 and filed in Map Book W at Pages 46-47, Document Number X45805, in the office of the Recorder of said City and County of San Francisco described as follows;

BEGINNING at the intersection of the northeasterly line of said Underwood Avenue with the northwesterly line of said Arelious Walker Drive;  
thence along said northeasterly line of Underwood Avenue South 53°18'15" East 64.00 feet to the southeasterly line of said Arelious Walker Drive;  
thence South 36°42'01" West 555.70 feet to the mean high tide line of San Francisco Bay;  
thence along said mean high tide line with all its sinuosities, westerly 74 feet, more or less, to said northwesterly line of Arelious Walker Drive;  
thence leaving said mean high tide line and along last said northwesterly line North 36°42'01" East 584.71 feet, more or less, to the POINT OF BEGINNING.

#### **Parcel SC-2 Commission Transfer Parcel**

All that certain real property including tidelands and submerged land, whether filled or unfilled, situate in the City and County of San Francisco, State of California and being portions of Arelious Walker Drive (Formerly F Street), Bancroft Avenue (Formerly 26<sup>th</sup> Avenue) and Block 807, all as designated and shown 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" approved by the Board of Tide Land Commissioners March 19, 1869 and filed in Map Book W at Pages 46-47, Document Number X45805, in the office of the Recorder of said City and County of San Francisco described as follows;

COMMENCING at the intersection of the northeasterly line of Carroll Avenue (Formerly 27<sup>th</sup> Avenue) as shown on said Map of Tidelands previously cited with the northwesterly line of said Arelious Walker Drive;  
 thence along said northwesterly line of Arelious Walker Drive North 36°42'01" East 166.79 feet to the TRUE POINT OF BEGINNING;  
 thence leaving said northwesterly line South 05°05'26" East 21.78 feet;  
 thence South 37°09'59" East 6.16 feet;  
 thence South 11°34'22" East 28.96 feet;  
 thence South 34°54'42" East 37.11 feet;  
 thence South 31°47'46" East 17.73 feet;  
 thence South 43°48'13" East 13.34 feet to a point from which survey control monument "Candlestick", described hereafter in the Basis of Bearings, bears South 31°22'22" West 5789.28 feet;  
 thence North 36°41'45" East 123.04 feet to the mean high tide line of San Francisco Bay;  
 thence along said mean high tide line, with all its sinuosities, northwesterly 134 feet, more or less, to said northwesterly line of Arelious Walker Drive;  
 thence leaving said mean high tide line and along last said northwesterly line South 36°42'01" West 134.65 feet to the TRUE POINT OF BEGINNING.

**Parcel SP-1 State Parks Transfer Parcel**

All that certain real property including tidelands and submerged land, whether filled or unfilled, situate in the City and County of San Francisco, State of California and being portions of Block 807, together with portions of Carroll Avenue (Formerly 27<sup>th</sup> Avenue), Arelious Walker Drive (Formerly F Street), all as designated and shown 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" approved by the Board of Tide Land Commissioners March 19, 1869 and filed in Map Book W at Pages 46-47, Document Number X45805, in the office of the Recorder of said City and County of San Francisco, described as follows:

BEGINNING at the intersection of the northeasterly line of said Carroll Avenue with the northwesterly line of said Arelious Walker Drive; thence along said northwesterly line of Arelious Walker Drive North 36°42'01" East 166.79 feet;  
 thence leaving last said northwesterly line South 05°05'26" East 21.78;  
 thence South 37°09'59" East 6.16 feet;  
 thence South 11°34'22" East 28.96 feet;  
 thence South 34°54'42" East 37.11 feet;  
 thence South 31°47'46" East 17.73 feet;  
 thence South 43°48'13" East 13.34 feet to a point from which said survey control monument "Candlestick" bears South 31°22'22" West 5789.28 feet;  
 thence South 36°41'45" West 109.15 feet to the northeasterly line of said Carroll Avenue;  
 thence along last said line North 53°18'15" West 106.91 feet to the POINT OF BEGINNING.

**Parcel SP-2 State Parks Transfer Parcel**

All that certain real property including tidelands and submerged land, whether filled or unfilled, situate in the City and County of San Francisco, State of California and being portions of Blocks 512, 808, and 828, together with portions of Arelious Walker Drive (Formerly F Street), Carroll Avenue (Formerly 27<sup>th</sup> Avenue), and Donner Avenue (Formerly 28<sup>th</sup> Avenue), all as designated and shown 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" approved by the Board of Tide Land Commissioners March 19, 1869 and filed in Map Book W at Pages 46-47, Document Number X45805, in the office of the Recorder of said City and County of San Francisco, described as follows:

BEGINNING at the intersection of the northeasterly line of said Carroll Avenue with the northwesterly line of said Arelious Walker Drive;  
 thence along said northeasterly line of Carroll Avenue South 53°18'15" East 123.53 feet to a point from which survey control monument "Candlestick", described hereafter in the Basis of Bearings, bears South 31°26'13" West 5679.06 feet;  
 thence leaving said northeasterly line South 29°34'15" West 68.53 feet;  
 thence South 36°41'53" West 24.00 feet;  
 thence South 36°46'55" West 20.00 feet;  
 thence South 36°41'45" West 233.00 feet to a point designated "POINT A" for the purposes of this description;  
 thence continuing South 36°41'45" West 130.92 feet to the easterly Right of Way of the Southern Pacific & Western Pacific Railroad as shown on the Tideland Commissioners Block Map No. 9 by G. F. Allardt dated December 20, 1869 a copy of which is filed in Map Book W, Pages 50 to 52, Document X45805, in the Office of the Recorder of said City and County;  
 thence along said easterly right of way North 01°47'49" West 585.85 feet to the Agreed 1869 Ordinary High Water Mark described in Exhibit 25 to that certain Hunters Point Shipyard/Candlestick Point Title Settlement, Public Trust Exchange and Boundary Line Agreement recorded in Reel Book K425, Image Page 180, Document No. J206009, in the office of said Recorder;  
 thence along said Agreed 1869 Ordinary High Water Mark in a generally northeasterly direction, 22 feet, more or less, to the southwesterly line of said Carroll Avenue;  
 thence along last said line South 53°18'15" East 219.79 feet to the POINT OF BEGINNING.

RESERVING HOWEVER unto Grantor an easement for the operation, maintenance and replacement of existing underground utilities, including water lines, across that portion of the forgoing described Parcel SP-2 lying within a strip of land 20.00 feet in width and being 10.00 feet on each side of the following described centerline:

BEGINNING at the previously designated "POINT A";  
 thence from said point of beginning and along said centerline, North 53°18'15" West 78.05 feet to the end of the herein described centerline.

BASIS OF BEARING of this description is North 37°08'31" East between found monuments designated and shown on that certain Record of Survey filed in Book AA of Maps at Pages 49 to

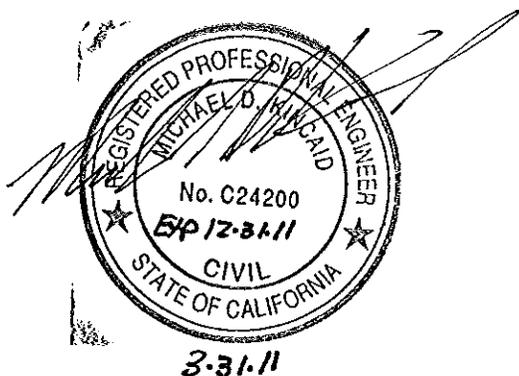
58 in the Office of the City and County of San Francisco Recorder as points "CANDLESTICK" (HPGN D CA 04 GF, PID-AB7679, EPOCH 1991.35) and "US Navy Monument", a brass disk located at Innes Avenue and Earl Street with coordinates Northing 2,093,622.933 feet and Easting 6,020,345.522 feet.

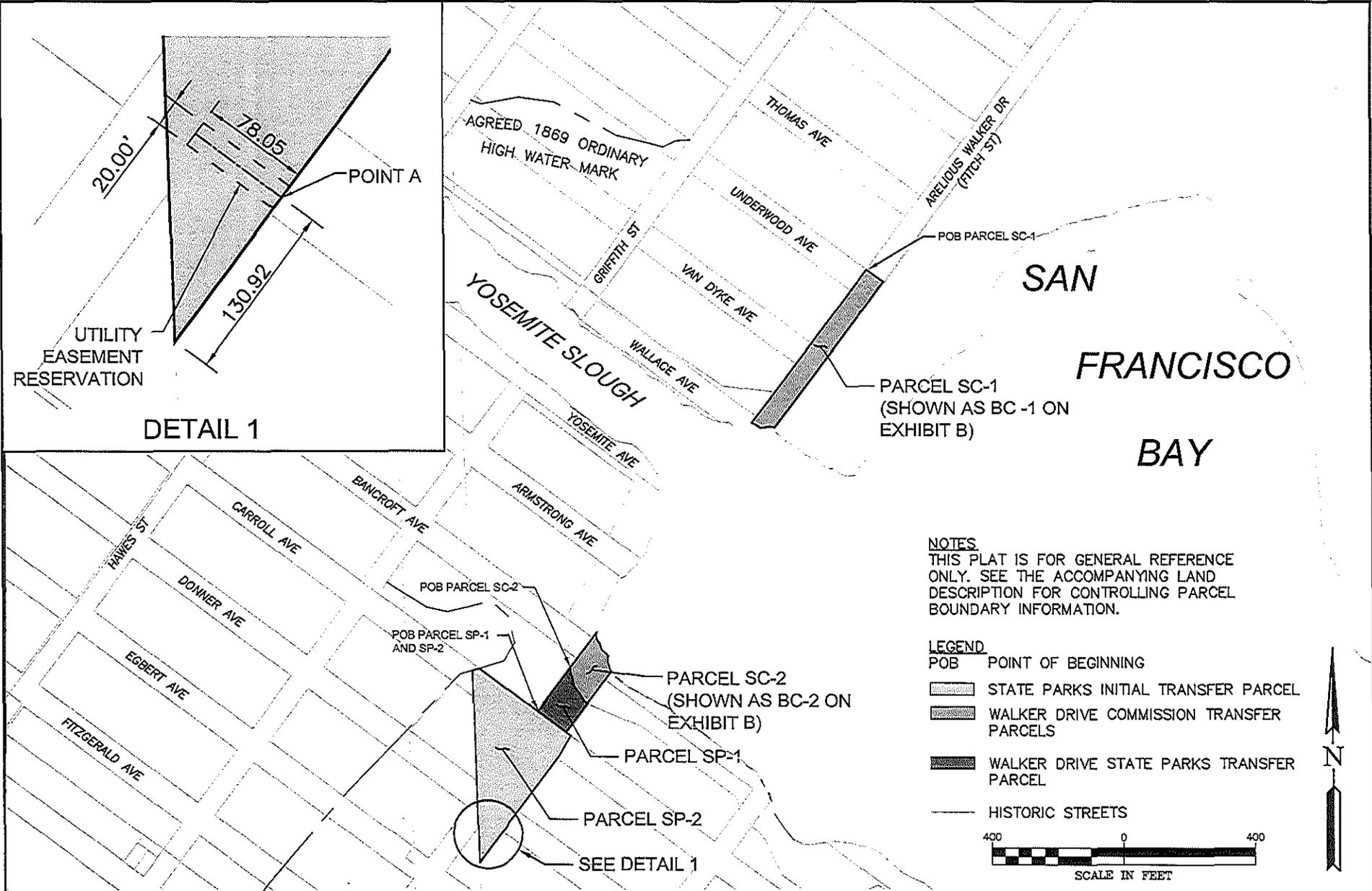
DISTANCES in this description are U.S. Survey Feet and decimals thereof and are "Ground" measurements per Survey Control Note No. 4 as shown on sheet 1 of said Record of Survey.

Unless otherwise noted herein all street citations are based upon that certain map entitled "Map of Lands Transferred in Trust to the City and County of San Francisco" as approved by the State Land Commission on October 29, 1975 and March 25, 1976 on file in Liber C169 pages 573 to 664, Document Number Y 88209 dated September 1974 and said map filed in Map Book W Pages 66 to 72 inclusive in the office of the Recorder of said City and County of San Francisco.

END OF DESCRIPTION

This description and its accompanying plat were prepared by Winzler & Kelly.





**NOTES**  
 THIS PLAT IS FOR GENERAL REFERENCE ONLY. SEE THE ACCOMPANYING LAND DESCRIPTION FOR CONTROLLING PARCEL BOUNDARY INFORMATION.

**LEGEND**

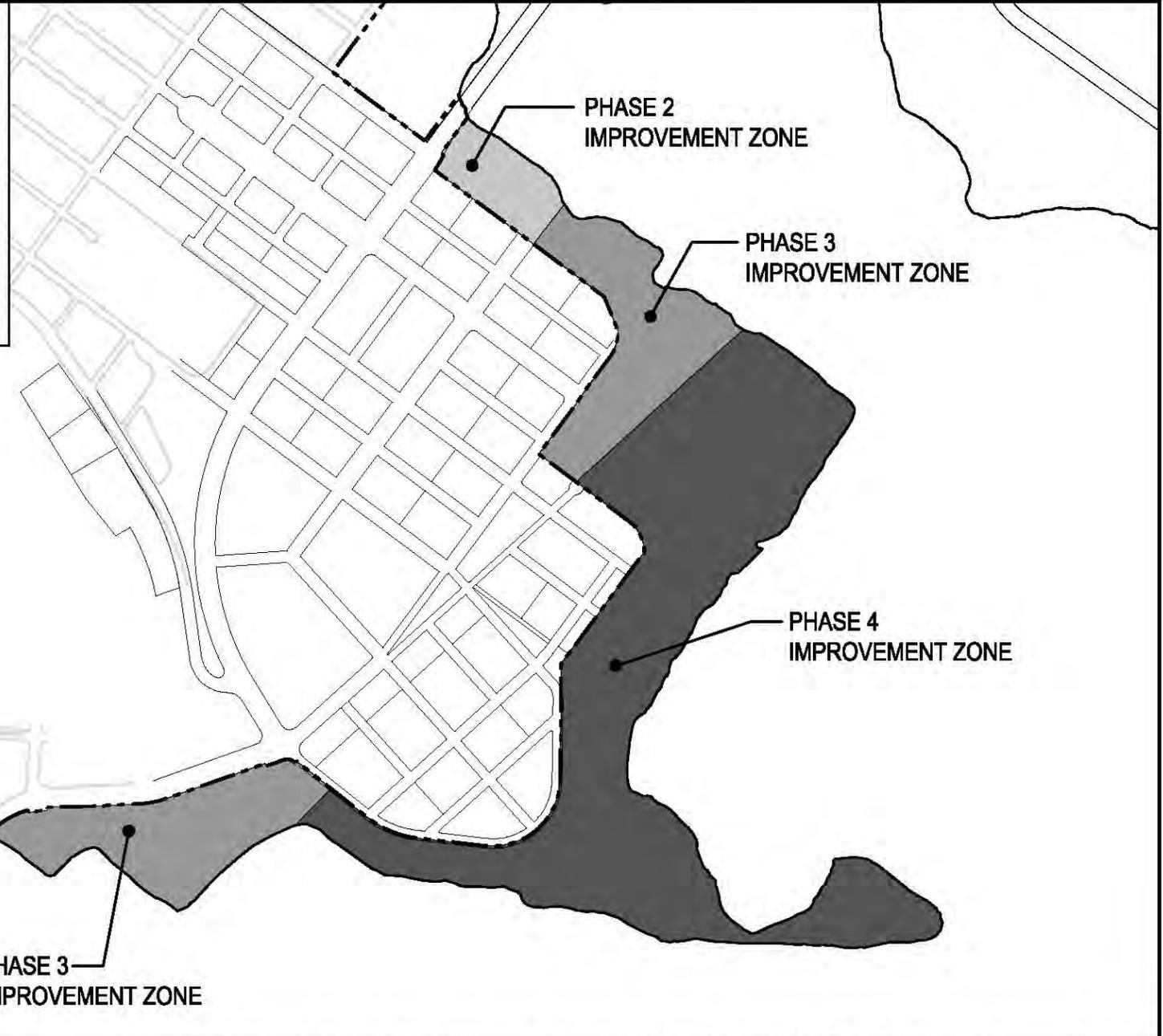
- POB POINT OF BEGINNING
-  STATE PARKS INITIAL TRANSFER PARCEL
-  WALKER DRIVE COMMISSION TRANSFER PARCELS
-  WALKER DRIVE STATE PARKS TRANSFER PARCEL
-  HISTORIC STREETS

400 0 400  
 SCALE IN FEET

	 <b>WINZLER &amp; KELLY</b> 417 Montgomery Street, Suite 700 San Francisco, CA 94104 tel (415) 283-4970 • fax (415) 283-4980 • www.w-and-k.com	CPSRA RECONFIGURATION, IMPROVEMENT, AND TRANSFER AGREEMENT	EXHIBIT <b>S</b>
DRAWN BY: JMS	FILE NO:	PLAT TO ACCOMPANY LEGAL DESCRIPTION	
REVISION DATE: 30 MAR 2011	SCALE: AS SHOWN	OF INITIAL TRANSFER PARCELS	
			1 OF 1

**LEGEND**

-  IMPROVEMENT ZONE 2
-  IMPROVEMENT ZONE 3
-  IMPROVEMENT ZONE 4
-  PROPOSED STATE PARKS BOUNDARY



PHASE 3 IMPROVEMENT ZONE



**WINZLER & KELLY**  
417 Montgomery Street, Suite 700 San Francisco, CA 94104  
tel (415) 283-4870 ♦ fax (415) 283-4860 ♦ www.w-and-k.com

DRAWN BY: JG	FILE NO:
REVISION DATE: 30 MAR 2011	SCALE: AS SHOWN

CPSRA RECONFIGURATION, IMPROVEMENT,  
AND TRANSFER AGREEMENT

**ILLUSTRATIVE PLAT OF  
IMPROVEMENT ZONES**

EXHIBIT  
**T**  
1 OF 1

## EXHIBIT U

### GENERAL DESCRIPTION OF ADDITIONAL IMPROVEMENTS

#### A. Storm Drainage Facility Easements

The following easements, generally located as noted below, will be required to provide storm drainage facilities serving the Candlestick Point portion of the Project and serving the CPSRA:

1. East side of Arelious Walker Drive (from Carroll Avenue to San Francisco Bay):

An easement parallel to Arelious Walker Drive for one gravity main and one alternative storm water force main.

2. Earl Street at Carroll Ave, to San Francisco Bay:

An easement for (a) an overland release flow channel to accommodate flows from a 100-year storm event; (b) an underground storm drainage pipeline or box culvert to allow gravity drainage of a 100-year storm flow minus a 5-year storm flow; and (c) an underground storm drainage pipeline force main carrying the 5-year pumped storm flows.

3. East end of Gilman Avenue, to San Francisco Bay:

An easement in and along the existing northern drainage swale for storm drainage overland release flows and for an underground storm water force main pipeline.

4. "B" street at "P" Street, to San Francisco Bay:

And easement for an overland release flow channel to accommodate a 100-year storm flow minus a 5-year storm flow, and an underground gravity pipeline.

#### B. Fire Protection Intake Facilities.

The following general locations are the approximate future sites of fire protection suction inlets that will be required to protect the Candlestick portion of the Project and to protect the CPSRA. These fire protection suction inlets will generally be located at the water's edge.

1. North Shoreline

A suction inlet located adjacent to the proposed Yosemite Slough Bridge, on the southeast edge.

2. East Shoreline

A suction inlet along the eastern shoreline of CPSRA, between the Main Beach and the extension of Gilman Avenue.

3. South Shoreline

A suction inlet along the southern shoreline of CPSRA, between Hermit's Cove and the existing parking lot along Hunters Point Expressway.

C. Construction and Earthwork Easements.

In order to ensure sufficient transitions between Project development and the CPSRA, grading and earthwork within the CPSRA for park improvements will need to be coordinated with Project grading and earthwork. The Agency and State Parks will reasonably cooperate to develop a plan for grading within the CPSRA for this purpose. If, after taking into account grading for park improvements, the Agency and State Parks agree that a permanent slope or, where appropriate, a retaining wall, is required to maintain an adequate transition, and that the slope or retaining wall would not materially interfere with park improvements, State Parks shall provide permanent easements for the construction and maintenance of such slope or retaining wall by the Agency. In addition, temporary construction easements or right of entry permits covering the area of required grading, earthwork, and construction, together with adjoining areas required for construction shall be provided to allow the Agency or its agents to perform the required grading and earthwork and, where appropriate, to construct a permanent slope or retaining wall.

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**Exhibit V**  
**List of Defined Terms**

<b>Defined Term</b>	<b>Section Containing Definition</b>
1958 Act	Section 2.3
1988 CPSRA General Plan	Recital L
49ers	Recital C
Actual Costs	Section 6.6
Addition Parcel or Addition Parcels	Recital C
Additional Improvements	Section 8
Additional Park Consideration	Section 4
Agency	Preamble
Agreed Cost	Section 6.2(c)
Allowable O&M Expenses	Section 14
Alternate Security	Section 6.4(c)
Bridge	Recital K
Burton Act	Recital D
Cash Deposit	Section 6.4(b)
CFD Act	Section 18
CFDs	Section 18
City	Recital A
Claims	Section 16.1
Closing Phase	Section 5.1
Commission	Preamble
Commission Transfer Parcels	Section 2.1
Core Improvements	Section 6.2(a)
CPSRA	Recital A
CSPF	Recital M
DDA	Recital G
Deficiency	Section 6.6
Designated Improvements	Section 6.2(b)
Developer	Recital G
DGS	Recital H
Director	Recital A
Escrow Agent	Section 12.1(a)
GP Amendment	Section 6.2(a)
Housing Plan	Section 19
Improvement Account	Section 6.4(b)
Improvement List	Section 6.2(a)
Improvement Zone	Section 6.2(a)
Initial Closing Phase	Section 5.2
Initial Record of Survey	Section 5.5
Initial Transfer Parcels	Section 5.2
LWCF	Recital F
LWCF Lands	Section 13.4
Minimum Amount Per Acre	Section 5.1(b)
O&M Fund	Section 14

**Exhibit V**  
**List of Defined Terms**

<b>Defined Term</b>	<b>Section Containing Definition</b>
O&M Funding	Section 4.1
Other Improvements	Section 6.2(a)
Overage	Section 6.6
Owner	Section 16.3
Park Addition Parcels	Recital C
Park Improvement Commitment	Section 4.2
Party, Parties	Preamble
Performance Bond	Section 6.3
Phase Area	Recital J
Project	Recital G
Public Trust	Recital D
Public Trust Addition Parcel	Section 16.1
Public Trust Parcels	Section 11(c)
Recipient	Section 16.3
Reconfiguration Agreement	Preamble
Reimbursement Amount	Section 4.2
Restoration Plan	Section 21.3
Restoration Project	Recital M
Revised Phasing Diagram	Section 5.4(a)
SB 792	Preamble
Shipyards or Subject Area	Recital B
Slough	Recital M
State Parks	Preamble
State Parks Transfer Parcels	Section 2.2
State Parks Initial Transfer Parcel	Section 5.2
Statutory Configuration	Recital I
Statutory Trust	Recital B
Subject Area	Recital B
Subsequent Closing Phase	Section 5.3(a)
Surplus Account	Section 6.2(e)
Transfer Parcel, Transfer Parcels	Recital C
Trust Exchange	Recital B
Trust Exchange Agreement	Recital B
Walker Drive Transfer Parcels	Recital K
Walker Drive Commission Transfer Parcel	Section 5.2
Walker Drive State Parks Transfer Parcel	Section 5.2

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