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STATE OF CALIFORNIA
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Escrow # 6048999
Seawall Lot 330
Wt 1, Blk 3771

[Space Above for Recorder's Use]

**SEAWALL LOT 330/WESTERN PACIFIC PROPERTY
EXCHANGE AGREEMENT**

This SEAWALL LOT 330/WESTERN PACIFIC PROPERTY EXCHANGE AGREEMENT ("Agreement") is entered into this 25th day of November, 2003, by and between the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State" or "Commission"), and the CITY OF SAN FRANCISCO ("City"), acting by and through the SAN FRANCISCO PORT COMMISSION ("Port") (City and Port hereinafter are referred to collectively as "City"), pursuant to Section 5, Chapter 310, Statutes of 1987 ("Chapter 310").

RECITALS

A. This Agreement concerns two parcels of real property located in the City and County of San Francisco adjacent to the San Francisco Bay ("Bay") waterfront south of the San Francisco Bay Bridge. The properties subject to this Agreement are an approximately 0.52 acre parcel of real property ("Sending Parcel") comprising a portion of the parcel commonly referred to as Seawall Lot 330, described in Exhibit A ("Legal Description of Sending Parcel") and shown for reference purposes only in Exhibit B ("Plat to Illustrate Sending Parcel"), and an

approximately 8.77-acre parcel of real property ("Receiving Parcel") comprising a portion of the property commonly referred to as the Western Pacific Property. The Receiving Parcel is described in Exhibit C ("Legal Description of Receiving Parcel") and shown for reference purposes only in Exhibit D ("Plat to Illustrate Receiving Parcel").

B. Upon its admission to the Union on September 9, 1850, the State of California, by virtue of its sovereignty, received in trust for purposes of commerce, navigation, and fisheries, all right, title, and interest in tide and submerged lands within its boundaries up to the ordinary high water mark.

C. In 1969, pursuant to the Burton Act (Chapter 1333, Statutes of 1968), the State granted in trust to the City approximately 725 acres of State tide and submerged lands (according to Port calculations). The lands granted to the City under the Burton Act are subject to the public trust for commerce, navigation, and fisheries ("Public Trust"), as well as a statutory trust comprised of the terms and conditions imposed on the grants by the Burton Act ("Burton Act Trust"; collectively "the Trust").

D. The purpose of this Agreement is to remove the Trust from the Sending Parcel, which is presently subject to the Trust, and to place the Trust on the Receiving Parcel, which is presently free of the Trust, through an exchange of lands pursuant to Section 5 of Chapter 310 (the "Exchange").

E. Section 5 of Chapter 310 authorizes the City, subject to Commission approval, to exchange City property subject to the Trust with public or private entities for property not subject to the Trust if the City and the Commission determine that the land to be exchanged out of the Trust (1) has been filled and reclaimed; (2) is cut off from access to the waters of the Bay; (3) represents a relatively small portion of the granted tide and submerged lands; (4) is no longer needed or required for the promotion of the Trust; and (5) can be removed from the Trust without causing any substantial interference with Trust uses and purposes. In addition, the land to be exchanged into the Trust must have an economic value equal to or greater than the economic value of land to be exchanged out of the Trust.

F. The Exchange is in support of the Port's ongoing efforts to revitalize the City's northern waterfront and expand Trust uses in the general area. Since January 2000, the Port and San Francisco Cruise Terminal, LLC ("Developer") have been pursuing a design and entitlements for, and negotiating the business terms relating to, the development of a cruise ship terminal at Piers 30-32, which is anticipated to be a new, state-of-the-art facility to meet increased demand for cruise ships, as well as major new public access and viewing areas integrated with commercial and recreational development.

G. Separate from the cruise ship terminal, the Port is obligated under the Bay Conservation and Development Commission's ("BCDC") San Francisco Waterfront Special Area Plan ("Special Area Plan") to construct a major shore side open space project at the current location of Piers 34 and 36, providing passive recreational space and direct access from the Bay to the shore for kayaks and other small craft, open to the public, to be called the Brannan Street Wharf. The Port has sought means by which development of the cruise ship terminal project could aid in the funding and early completion of the Brannan Street Wharf. The permitting of the cruise ship terminal shortens the time period for the Port to construct the Brannan Street Wharf under the Special Area Plan and Chapter 489, referred to immediately below.

H. The cruise ship terminal was authorized by the Legislature in Chapter 489, Statutes of 2001, as amended by Chapter 68 of the statutes of 2003 (collectively, "Chapter 489"). As currently proposed, the cruise terminal project contains a mix of uses promoting such Trust purposes as (1) retaining existing and attracting new cruise and maritime business to the Port, (2) improving and enhancing deteriorating pier facilities, and (3) attracting the public to a currently underutilized area of the waterfront. Significant public benefits include (1) providing substantial public access and public open space on Piers 30-32 in the form of perimeter public walkways, a lagoon, plaza areas, a public atrium and outdoor terraces affording bon-voyage opportunities, and unparalleled views of the waterfront and maritime activities; (2) providing berthing areas for excursion, ferry, and visiting recreational vessels, and (3) removal of approximately 175,000 square feet of fill by removal of dilapidated Piers 34 and 36 at a cost of several million dollars. However, the project also contains elements that are not public trust uses, such as commercial office space and non-visitor serving retail.

I. The Port represents that, in order for it to make the cruise terminal project economically feasible, it needs to make additional funding available to the developer to offset the high costs of the seismic and structural upgrades required for Piers 30-32. This additional funding would be created by allowing the Sending Parcel, which has been cut off from the waterfront and is no longer needed for Trust uses, to be used to generate revenue in the form of sale proceeds from the development of residential units.

J. The current proposal for the cruise ship terminal project provides for the construction of the Brannan Street Wharf earlier than called for in the Port's Waterfront Plan and the Special Area Plan, with the investment by the Port of an estimated \$15,000,000 for this purpose. The funding for the Brannan Street Wharf will come from revenue derived from Port operations, and from the sale of the Sending Parcel. These monies are held in a fund for the implementation of the Special Area Plan, including the Brannan Street Wharf. The Port currently has \$4,342,528 in a special purpose fund that has been appropriated by the Board of Supervisors only for Special Area Plan expenses, which include the Brannan Street Wharf. The first \$9,000,000 of the funds derived from the sale of the Sending Parcel will be restricted to use for the Brannan Street Wharf. Although a portion of the appropriated amount has already been committed to the Pier 24 removal project, the Port will continue to meet its Special Area Plan obligation by including in its future annual budgets, at least \$1.5 million per year for Special Area Plan projects. With the commitment of funds from this exchange (to be used only for the Brannan Street Wharf as required by Section 10), the sum in the fund will be at least Fifteen Million \$(15,000,000) as of the Port's fiscal year 2005-06.

K. Seawall Lot 330 is a triangular parcel of real property of approximately 3 acres located on the landward side of the 100-foot wide Embarcadero, across from Piers 30-32. The property was filled in the early part of the twentieth century, as part of a program of reclaiming lands between the new seawall and the previously existing waterfront, for the purpose of generating revenues used to support the improvement of the harbor. The property has no access to the waters of the Bay and is currently in interim use for surface parking to support downtown office and neighborhood housing. The Sending Parcel, to be exchanged out of the Trust as part of the Exchange, is an approximately 22,600 square-foot portion of Seawall Lot 330 in the

westernmost corner of the property. A map of Seawall Lot 330 illustrating the location of the Sending Parcel is attached hereto as **Exhibit B**.

L. The Sending Parcel comprises the portion of Seawall Lot 330 that is furthest removed from the waterfront, with inland frontage on Bryant and Beale Streets. The adjacent high density apartment and condominium development was constructed as part of the Rincon/South Beach Redevelopment Plan following the Legislature's enactment of Chapter 310, which declared Seawall Lots 331, 332, and 333 to be free of the Public Trust and the use restrictions of the Burton Act. The Sending Parcel does not currently provide an opportunity for the development of a Trust-related use and is not anticipated to do so in the future. The site is in an undesirable location for open space or park use, being cut off from the water and adjoining two major roadways. Park needs are to be met nearby and fronting the Bay at the Brannan Street Wharf. The primary potential compatible Trust use of the property, as a hotel serving cruise patrons and other visitors to the waterfront, has been found to be economically infeasible because of the site's distance from San Francisco's financial district or tourist areas such as Fisherman's Wharf, the limited duration of the cruise season, and the economics of hotel development in San Francisco.

M. Under the Purchase and Sale Agreement dated August 18, 2003, by and between City and Developer ("Purchase and Sale Agreement"), the Port proposes to convey the Sending Parcel in fee to the Developer for \$9,342,000, which exceeds its appraised fair market value of \$9,300,000. The Developer would develop a condominium tower for a limited return, with excess proceeds to be used by the Port for cruise terminal project costs. The initial land value payment of \$9,000,000 from the sale of the Sending Parcel and, if needed, the deferred land value payment of \$342,000 payable from the first net proceeds of the sales of residential units on the Sending Parcel would be used towards construction of the Brannan Street Wharf.

N. The exchange will permit the Port to own and administer the Receiving Site as Trust lands. The Receiving Site will serve to accommodate the growth in demand for maritime and other waterfront-related industrial activities and to consolidate the Port's maritime industrial facilities in the southern waterfront in the vicinity of Pier 80. The Receiving Parcel, to be exchanged into the Trust as part of this Exchange, is an 8.77-acre portion of the Western Pacific

Property located adjacent to the Pier 80 terminal. The Receiving Parcel is ideally located for maritime and maritime-support industrial purposes because of its adjacency to Pier 80, its connection to a substantial waterfront, and excellent access to the site from Illinois and 25th Streets. A map of the Western Pacific Property showing the location of the Receiving Parcel is included in Exhibit D.

O. Prior to an Agreement Concerning the Public Trust regarding Mission Bay, dated November 16, 1998 (recorded July 19, 1999 as Instrument No. G622151, at Reel H429, Image No. 503, Official Records of the City and County of San Francisco), the State had asserted a public trust title claim in the Western Pacific Property, of which the Receiving Parcel is a part. The Western Pacific Property had been included in part within the perimeter description of a deed from the State to the Golden City Homestead Association pursuant to a State land grant (Chapter 407, Statutes of 1863-64). The title uncertainty among the State, the then owner (Catellus Development Corporation), and the Port, made use of the property for public trust purposes uncertain and subject to litigation, if the dispute were not settled.

P. The State relinquished its public trust claims in a portion of the Western Pacific Property in 1998 pursuant to an exchange settling a title dispute in connection with the redevelopment of Mission Bay. The disputed public trust claims on the inland portion of the Western Pacific Property were settled by consolidating the Trust on a 125-foot shoreline band and transferring the inland portion landward of the 125-foot shoreline band, then owned by Catellus Development Corporation, to the Port free of the Trust. The Receiving Parcel comprises that portion of the Western Pacific Property that is immediately landward of the 125-foot shoreline band. The inclusion of the Receiving Parcel in the Trust would increase the utility of the waterfront land for Trust purposes. The remaining 17 upland acres of the Western Pacific Property are currently occupied by the San Francisco Municipal Railway's Metro East maintenance and storage facility.

Q. At the time of the 1998 exchange, the areas of the Western Pacific Property landward of the shoreline band were not of value to the Trust because of their location and the needs of Pier 80 operations at the time and because the Western Pacific Property landward of the shoreline band was subject to legal dispute regarding the existence of any public trust rights in

the property. The Port considered these areas for non-Trust commercial and residential development. Since the exchange, however, the Port has made significant progress in its maritime marketing activities along the southern waterfront. Over the last five years, the Port has reoriented its marketing approach to target small container carriers and non-container carriers, which can be handled in combination through the Pier 80 terminal adjacent to the Western Pacific Property. This marketing strategy has been further enhanced by the partnership and close coordination between the Port and Marine Terminals Corporation, which manages the Pier 80 facility. As a result of this strategic shift, the Port now contracts with 12 different carriers that call at Pier 80. This has resulted in an increased demand and new markets in the surrounding area for maritime and other waterfront-related industrial activities. The Port has had expressions of interest to use the Receiving Site to complement the functions of Pier 80, including as a lay-down area and for warehousing. The Port is filing a request with BCDC to have the Receiving Site recognized as a port priority use area under the McAteer-Petris Act (Gov. Code §§ 66600 *et seq.*) and the San Francisco Bay Plan. In view of these changed circumstances, the Receiving Parcel is considered useful and necessary for Trust purposes.

R. The Sending Parcel and Receiving Parcel (collectively "Exchange Parcels") were each appraised at their fair market values by Clifford & Associates in "Appraisal Report – Development Site, Seawall Lot 330, Bryant Street/The Embarcadero, San Francisco, CA (February, 2003)" and "Appraisal Report, 8.77-acre portion of Western Pacific Site, San Francisco, CA (September 2003)" ("collectively Appraisal"). The Appraisal concludes that the Receiving Parcel has a total net present value of Nine Million Four Hundred Thirty Eight Thousand and no/100 Dollars (\$9,438,000), and that the Sending Parcel has a total net present value of \$9,300,000, for a net surplus of One Hundred Thirty-Eight Thousand and no/100 Dollars (\$138,000.00) in increased market value for the Trust. The Appraisal has been reviewed and approved by the Commission.

S. Based on the foregoing, the City found and the Commission will find upon completion of this Exchange that the Exchange will maximize the overall benefits to the Trust and will not interfere with Trust uses or purposes. The Sending Parcel has been filled and reclaimed, is cut off from access to the waters of San Francisco Bay, constitutes a relatively small portion (approximately 0.07% according to Port calculations) of the tide and submerged

lands granted to the City, and is no longer needed or required for the promotion of the Trust. Removing the Trust from the Sending Parcel will not result in substantial interference with Trust uses and purposes. The Receiving Parcel has greater value to the Trust than the Sending Parcel, with respect to both its fair market value and its usefulness for Trust purposes. The Exchange will further promote Trust purposes through the accelerated construction of the Brannan Street Wharf, which will provide a statewide public benefit as an open space area with access to the Bay and as a connection between the Ferry Building and PacBell Park. Lastly, the completion of the exchange will promote Trust purposes by generating funds for the completion of the cruise ship terminal that is, in substantial part, a public trust use.

T. The purposes of this Agreement will be accomplished through the following recorded conveyances:

- i. The City, as trustee, will convey to the State by quitclaim deed the Sending Parcel;
- ii. The City will convey to the State by quitclaim deed the Receiving Parcel;
- iii. After accepting conveyance of the Sending Parcel from the City, as trustee, the State will convey to the City by patent the Sending Parcel, free of the Trust; and
- iv. After accepting conveyance of the Receiving Parcel from the City, the State will convey to the City, as trustee, by patent, the Receiving Parcel, subject to the Trust.

U. The City approved this Agreement through Resolution No. 03-44 adopted by the Port Commission on June 24, 2003, and Resolution No. 676-03 adopted by the Board of Supervisors on October 7, 2003, and the Commission approved this Agreement at its meeting of October 20, 2003.

AGREEMENT

In consideration of the foregoing recitals and the following conveyances and terms, the parties hereby agree as follows:

1. City Conveyance to State of Sending Parcel. The City, as trustee, shall convey by quitclaim deed to the State all of the City's right, title and interest in that property described as the Sending Parcel in **Exhibit A** according to the terms and conditions of this Agreement and any supplemental escrow instructions required to implement it. The conveyance shall be in the form of **Exhibit E**.

2. City Conveyance to State of Receiving Parcel. The City shall convey by quitclaim deed to the State all of the City's right, title and interest in that property described as the Receiving Parcel in **Exhibit C** according to the terms and conditions of this Agreement and any supplemental escrow instructions required to implement it. The conveyance shall be in the form of **Exhibit F**.

3. State Acceptance of Conveyance from City of Sending Parcel. The State shall accept the conveyance from the City of the Sending Parcel upon the terms and conditions set forth in its Certificate of Acceptance. The acceptance shall be in the form of **Exhibit G**.

4. State Acceptance of Conveyance from City of Receiving Parcel. The State shall accept the conveyance from the City of the Receiving Parcel upon the terms and conditions set forth in its Certificate of Acceptance. The acceptance shall be in the form of **Exhibit H**.

5. State Conveyance to City of Sending Parcel Free of the Trust. The State shall convey to the City by patent all the right, title and interest it acquires from the City in the Sending Parcel, as described in **Exhibit A**, free of the Public Trust and the Burton Act Trust and according to the terms and conditions of this Agreement. The conveyance shall be in the form of **Exhibit I**.

6. State Conveyance to City of Receiving Parcel Subject to the Trust. The State shall convey to the City, as trustee, by patent all the right, title and interest it acquires from the City in the Receiving Parcel as described in **Exhibit C**, subject to the Public Trust and the

Burton Act Trust and according to the terms of this Agreement. The conveyance shall be in the form of **Exhibit J**.

7. City Acceptance of Conveyance of the Receiving Parcel. The City shall accept the conveyance from the State of the Receiving Parcel upon the terms and conditions set forth in its Certificate of Acceptance. The acceptance shall be in the form of **Exhibit K**.

8. City Acceptance of Conveyance of the Sending Parcel. The City shall accept the conveyance from the State of the Sending Parcel upon the terms and conditions set forth in its Certificate of Acceptance. The acceptance shall be in the form of **Exhibit L**.

9. State Minerals Reservation. Acting pursuant to Section 6401 of the Public Resources Code, the State excepts from the conveyance made pursuant to Section 5 of this Agreement and reserves unto the State of California, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, but not limited to, oil and gas and rights thereto, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of those minerals by any means or methods suitable to the State of California or to its successors and assignees, except that the reservations shall not include the right of the State or its successors or assignees in connection with any mineral reservation, removal, or disposal activity, to do either of the following: (1) Enter upon, use or damage the surface of the lands or interfere with the use of the surface by the City or by the City's successors, assigns or lessees; or (2) conduct any mining activities of any nature whatsoever above a plane located five hundred feet below the surface of the lands without written permission of the City or by the City's successors or assigns.

10. Restriction on Sale Moneys Received in Connection with Sending Parcel. Immediately upon recordation of this exchange agreement, the Port shall deposit the sum of \$9,000,000 to the Port's Special Area Fund for the completion of the Brannan Street Wharf. These funds shall not be available to the City and County of San Francisco, its agencies or departments, or to the Port of San Francisco, for any purpose other than the completion of the Brannan Street Wharf.

11. Restriction on Use of Moneys Received in Connection With Sending Parcel.

Following the Exchange, all moneys received by the City arising out of the sale, lease, use, operation or other disposition of the Sending Parcel (other than the \$9,000,00 in Section 10) shall be deposited in an account controlled by the Port to be used exclusively in furtherance of the purposes specifically authorized in the Burton Act, including Trust-related capital improvements.

12. State Lands Commission and City Findings. The Commission and the City have made the following findings, effective upon recordation of this Agreement, based on the Recitals set forth above and as required by Section 5 of Chapter 310 and by case law to comply with Article X, Section 3 of the California Constitution:

- a. As required by Section 5 of Chapter 310:
 - i. The Sending Parcel has been filled and reclaimed, is cut off from access to the waters of San Francisco Bay, constitutes a relatively small portion of the lands granted to the City and County of San Francisco and no longer is needed or required for the promotion of the Trust.
 - ii. No substantial interference with Trust uses and purposes will ensue by virtue of the Exchange.
 - iii. The Receiving Parcel has an economic value equal to or greater than that of the Sending Parcel.
 - iv. The Receiving Parcel is useful for the particular trust purposes authorized by the Burton Act and the Public Trust.
- b. As required by case law to comply with Article X, Section 3 of the California Constitution:
 - i. The Sending Parcel was reclaimed as the result of a highly beneficial program of harbor development.
 - ii. The Sending Parcel is relatively small in area.

- iii. The Sending Parcel no longer is useful for navigational and related purposes.
- iv. The Receiving Parcel is of such configuration and location that it can be used more effectively by the City in furtherance of Trust purposes than the Sending Parcel.

13. Acceptance of Conveyances and Consent to Recording. By their execution of this Agreement, the parties each agree to accept the conveyances of rights, titles, and interests in land referred to in this Agreement and consent to the recording of this Agreement and other documents executed pursuant to this Agreement.

14. Effect of a Judicial Finding of Invalidity. Should a court of competent jurisdiction enter a judgment that becomes final, finding and declaring that this Agreement or any of the conveyances pursuant to it is invalid, and should that determination be upheld on final appeal (if one is filed), the parties hereto agree that the Agreement shall no longer be effective for any purpose, and that the parties shall re-convey to their respective grantors under this Agreement so as to return the parties to the positions they were in prior to the execution of this Agreement.

15. 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 assure fully 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.

16. Execution Before a Notary Public. All signatures of the parties to this Agreement and all deeds and other conveyances 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.

17. No Admission or Effect if Agreement Not Made Effective. In the event this Agreement does not become effective, nothing in it shall constitute, or be construed as, an

admission by any party or evidence concerning the boundaries, physical character, or character of title or interest in either of the Exchange Parcels.

18. No Effect on Other Lands. The provisions of this Agreement do not constitute, nor are they to be construed as, an admission by any party or evidence concerning the boundaries, physical character, or character of title to or interest in any lands other than the Exchange Parcels.

19. Agreement Binding on Successors. All the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, administrators, executors, successors, and assigns.

20. Modification. No modification, amendment, or alteration of this Agreement shall be valid unless in writing and signed by the parties to this Agreement.

21. 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.

22. Headings. The title headings of the sections of this Agreement are inserted for convenience only and shall not be considered in construing this Agreement.

23. Escrow.

- a. The parties have agreed to open an escrow with Chicago Title Insurance Company ("Escrow Agent"). Escrow Agent is directed to accept a fully executed copy of this Agreement as instructions of the parties. The parties may submit additional mutually agreeable escrow instructions. Escrow Agent shall execute this Agreement for the limited purpose of accepting the rights, duties and responsibilities of the Escrow Agent set forth in this Agreement.

b. State shall deposit the following documents into escrow:

- i. A certified copy of the Minute Item for Calendar Item No. C34 of the State Lands Commission public hearing on October 20, 2003, showing the Commission's approval 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 the State's behalf;
- ii. This Agreement duly and properly executed by the State;
- iii. A written approval by the State of the condition of title to the Receiving Parcel to be conveyed to the State at the closing as shown in pro forma title commitments in coverage amounts acceptable to the State;
- iv. A certificate of acceptance in the form attached hereto as **Exhibit G** accepting conveyance from the City of the Sending Parcel.
- v. A certificate of acceptance in the form attached hereto as **Exhibit H** accepting conveyance from the City of the Receiving Parcel.
- vi. A patent in the form attached hereto as **Exhibit I** transferring to the City, free of the Trust, all of the State's right title and interest in the Sending Parcel, duly and properly executed by the State; and
- vii. A patent in the form attached hereto as **Exhibit J** transferring to the City, subject to the Trust, all of the State's right, title and interest in the Receiving Parcel, duly and properly executed by the State.

c. City shall deposit the following documents into escrow:

- i. A certified copy of Resolution No. 676-03 adopted by the Board of Supervisors on October 7, 2003, and Resolution No. 03-44 adopted

by the Port Commission on June 24, 2003 approving this Agreement and authorizing that it be executed on the City's behalf;

- ii. This Agreement duly and properly executed by the City;
- iii. A written approval by the City of the condition of title to the Sending Parcel and Receiving Parcel transferred to the City at the closing, as shown in pro forma title commitments in coverage amounts acceptable to the City;
- iv. A quitclaim deed in the form attached hereto as **Exhibit E** transferring to the State all of the City's right, title and interest in the Sending Parcel, duly and properly executed by the City; and
- v. A quitclaim deed in the form attached hereto as **Exhibit F** transferring to the State all of the City's right, title and interest in the Receiving Parcel, duly and properly executed by the City.
- vi. A certificate of acceptance in the form attached hereto as **Exhibit K** accepting conveyance from the State of the Receiving Parcel.
- vii. A certificate of acceptance in the form attached hereto as **Exhibit L** accepting conveyance from the State of the Sending Parcel.

24. Close of Escrow and Recordation. Close of Escrow under this Agreement shall occur on the same date as Close of Escrow under the Purchase and Sale Agreement. At least five (5) days before the date anticipated for Close of Escrow, Port and Developer shall execute and deliver to Escrow Agent supplemental escrow instructions. Such supplemental escrow instructions shall specify that when Escrow Agent has received all documents listed in Section 23 above, Escrow Agent shall close escrow under the Exchange immediately prior to Close of Escrow under the Purchase and Sale Agreement, and record the following documents in the order set forth herein in the Office of the Recorder of the City and County of San Francisco, California, and notify the parties of such recordation: (1) this Agreement; (2) the City quitclaim deed to the State for the Sending Parcel, with the State certificate of acceptance of the City's

conveyance of the Sending Parcel attached; (3) the City quitclaim deed to the State for the Receiving Parcel, with the State certificate of acceptance of the City's conveyance to the State of the Receiving Parcel attached; (4) the State patent to the City of the Sending Parcel, with the City's certificate of acceptance of the State's conveyance to the City for the Sending Parcel attached; and (5) the State patent to the City of the Receiving Parcel, with the City's certificate of acceptance of the State's conveyance to the City of the Receiving Parcel attached.

25. Judicial Confirmation of Validity of Agreement. The City may choose to submit this Agreement to a court of competent jurisdiction to confirm its validity by court judgment pursuant to Code of Civil Procedure Sections 760.010 through 764.080, inclusive, as permitted by Section 13 of Chapter 489. If the City chooses to file an action for this purpose, it shall file its complaint no later than 180 days after the Effective Date as defined in Section 27. The State shall cooperate with the City in obtaining such a confirmatory judgment. Upon entry of a judgment confirming the validity of the Agreement, each party shall be deemed to have waived any right to appeal from such judgment.

26. Allocation of Costs and Expenses. The City 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. The City shall also pay the expenses and fees that are associated with any title insurance policy for the Exchange Parcels. 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.

27. Agreement Entry and Effective Date. For the purpose of bringing an action to confirm the validity of this Agreement pursuant to Code of Civil Procedure Sections 760.010 through 764.080 and Section 13 of Chapter 489, this Agreement shall be deemed to be entered into on the date of its execution by the Executive Officer of the Commission, who shall be the last of the parties to sign, prior to the signature of the Governor of the State of California. The effective date of this Agreement ("Effective Date") shall be the date on which it is executed by the Governor of the State of California pursuant to Section 6107 of the California Public Resources Code.

28. Sunset Provision. Unless the times are extended by written agreement of the parties, this Agreement shall terminate if it is not executed by all parties and the Governor by April 30, 2004, or if it has been signed by all parties and the Governor prior to that date, but escrow has not closed and the documents to be recorded have not been recorded by February 17, 2005.

29. Exhibits. Exhibits A through L, inclusive, are attached to this Agreement and are hereby incorporated by reference.

Title Insurance Company agrees to act as the Escrow Agent under this Agreement and to perform the duties required by this Agreement of the Escrow Agent.

Date: November 25, 2003

By: Rod Pasion
Title: 2nd Pasion Vice President Chicago Title Company

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

STATE OF CALIFORNIA
STATE LANDS COMMISSION

DATED: 12-03-03

By: Paul D. Thayer
Paul D. Thayer
Executive ~~Director~~ Officer

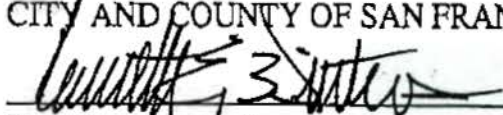
Approved as to form.

Bill Lockyer
Attorney General
State of California

DATED: 12-02-03

By: Alan V. Hager
Alan V. Hager
Deputy Attorney General

CITY AND COUNTY OF SAN FRANCISCO


By: Kenneth Winters

Director of Real Estate

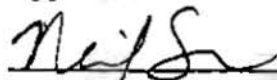
PORT OF SAN FRANCISCO

By: 

Douglas F. Wong

Executive Director

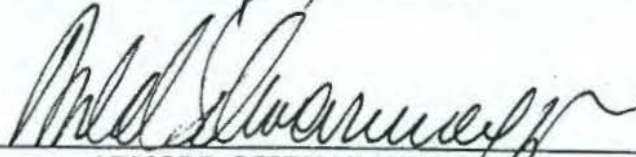
Approved as to form:



Neil H. Sekhri

Deputy City Attorney

IN APPROVAL WHEREOF, I, ARNOLD
SCHWARZENEGGER, 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 in the City of ^{Burlingame} ~~Sacramento~~ this, the 20th day
of February in the year 2004.


ARNOLD SCHWARZENEGGER
Governor, State of California

Attest:

SECRETARY OF STATE

By: 
KEVIN SHELLEY
Secretary of State



STATE OF CALIFORNIA }
COUNTY OF SAN FRANCISCO } SS

On November 25, 2003, before me, SHARON UPHAM, personally

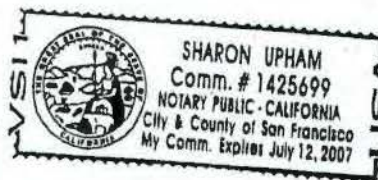
appeared Rod Pasion

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

WITNESS my hand and official seal.

Signature

Sharon Upham



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

SS.

On December 3, 2003, before me, Grace M. Kato, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Paul D. Thayer

Name(s) of Signer(s)

- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Grace M. Kato

Signature of Notary Public

Place Notary Seal Above

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of

On Dec 3

, 2003, before me Deborah R. Walters, Notary Public

Date

Name and title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Kenneth Winters

personally known to me, OR



(Official Seal)

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

WITNESS my hand and official seal.

Signature

Deborah Walters

Signature of Notary Public

CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Francisco

On Nov 26, 2003, before me, Deborah R. Walters, Notary Public

_____ Date

_____ Name and title of Officer (e.g., "Jane Doe, Notary Public")

_____ personally appeared Douglas Wong

~~personally known to me,~~ **OR**



(Official Seal)

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

WITNESS my hand and official seal.

Signature

Deborah Walters
Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION

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

BEING A PORTION OF PARCEL "A" AS SAID PARCEL IS SHOWN ON THAT MAP ENTITLED "MAP OF LANDS TRANSFERRED IN TRUST TO THE CITY AND COUNTY OF SAN FRANCISCO", FILED IN BOOK "W" OF MAPS, PAGES 66 THROUGH 72, OFFICIAL RECORDS, CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND AS PARCEL "A" IS FURTHER DESCRIBED IN THAT DOCUMENT RECORDED MAY 14, 1976 IN BOOK C169, PAGE 573, OFFICIAL RECORDS, CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF BEALE STREET AND THE NORTHWESTERLY LINE OF BRYANT STREET, BEING A POINT ON THE GENERAL WESTERLY LINE OF SAID PARCEL "A"; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF BEALE STREET, 82.50 FEET TO THE SOUTHEASTERLY LINE OF BRYANT STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF BRYANT STREET, 82.50 FEET TO THE INTERSECTION OF THE NORTHEASTERLY LINE OF BEALE STREET AND SAID SOUTHEASTERLY LINE OF BRYANT STREET, BEING THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF BRYANT STREET, 158.00 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY, LEAVING SAID LINE OF BRYANT STREET, 143.00 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 158.00 FEET TO SAID NORTHEASTERLY LINE OF BEALE STREET; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID LINE OF BEALE STREET, 143.00 FEET TO THE TRUE POINT OF BEGINNING.

BEING A PORTION OF SEAWALL 330.

ALSO BEING A PORTION OF LOT 01, ASSESSOR'S BLOCK 3771.



EXHIBIT "B"

PARCEL "C"
(W MAPS 66)
(SEE NOTE NO. 2)

MAIN STREET
(82.50' WDIE)



BEALE STREET
(82.25' WDIE)

NORTHWESTERLY LINE OF BRYANT STREET

PARCEL "A"
(W MAPS 66)
(SEE NOTE NO. 2)

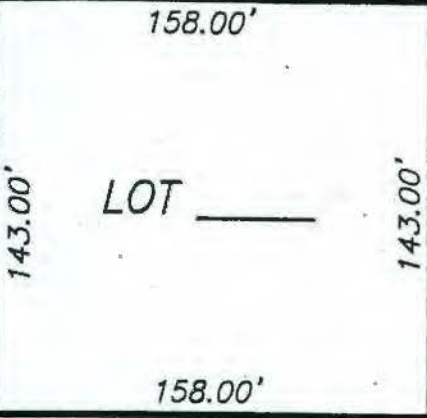
BRYANT STREET (82.50' WIDE)

82.50'
P.O.C.

82.50'

SOUTHEASTERLY LINE OF BRYANT STREET

TRUE
P.O.B.



MAIN STREET
(82.50' WDIE)
(ORDERED VACATED -
SEE NOTE NO. 1)

AB 37720
LOT 1
(SEAWALL LOT 329)

PARCEL "A"
(W MAPS 66)
(SEE NOTE NO. 2)

AB 3771
LOT 1

(SEAWALL LOT 330)



THE EMBARCADERO

LEGEND:

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING

NOTES:

- 1.) DECLARATION OF INTENTION TO VACATE A PORTION OF MAIN STREET PER RESOLUTION NO. 960-92, NOVEMBER 10, 1992 AND ORDERED TO BE VACATED PER ORDINANCE 14-93, JANUARY 11, 1993 AS APPROVED BY THE BOARD OF SUPERVISORS, CITY AND COUNTY OF SAN FRANCISCO.
- 2.) PARCELS AS SHOWN ON THAT MAP ENTITLED "MAP OF LANDS TRANSFERRED IN TRUST TO THE CITY AND COUNTY OF SAN FRANCISCO ...", FILED IN BOOK "W" OF MAPS, PAGES 66-72, CITY AND COUNTY OF SAN FRANCISCO RECORDER'S OFFICE.
- 3.) ALL ANGLES OF DIMENSIONED LINES ARE 90° UNLESS OTHERWISE INDICATED.

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON ST., SUITE 200
SAN FRANCISCO, CA. 94107

SEPTEMBER 2003 SCALE: 1"=70' SHEET 1 OF 1

EXHIBIT C
(WESTERN PACIFIC REMAINDER PARCEL)
LEGAL DESCRIPTION

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

All streets and street lines hereinafter mentioned are in accordance with that certain map entitled "Record of Survey", Recorded March 30, 1999, in Book "Z" of Maps at Page 71 (Reel H352, Image 641), in the Office of Recorder of the City and County of San Francisco, State of California.

Commencing at the intersection of the Easterly line of Illinois Street (80.00 feet wide) with the northerly line of Cesar Chavez Street, formerly Army Street, (75.00 feet wide);

Thence along said northerly line of Cesar Chavez Street North $86^{\circ}49'04''$ East 240.00 feet to the centerline of Michigan Street (80.00 feet wide);

Thence along said centerline North $3^{\circ}10'56''$ West 161.00 feet;

Thence North $86^{\circ}49'04''$ East 755.13 feet to the True Point of Beginning;

Thence continuing North $86^{\circ}49'04''$ East 84.87 feet to the centerline of Maryland Street (80.00 feet wide);

Thence along last said centerline North $3^{\circ}10'56''$ West 39.00 feet;

Thence North $86^{\circ}49'04''$ East 520.00 feet to the westerly line of Massachusetts Street (100.00 feet wide);

Thence along last said westerly line North $3^{\circ}10'56''$ West 233.14 feet to the center line of former Twenty-sixth Street (66.00 feet wide);

Thence along last said centerline, North $86^{\circ}49'04''$ East 100.00 feet to the easterly line of Massachusetts Street;

Thence along last said easterly line, North $3^{\circ}10'56''$ West 33.00 feet to the northerly line of former Twenty-sixth Street;

Thence along last said northerly line, North $86^{\circ}49'04''$ East 80.68 feet to a line drawn parallel to and distant westerly 125.00 feet from the present line of Mean High Tide being the Mean High Water line as surveyed on 7-29-98 at an elevation of 2.98 feet NGVD of 1929 as it appears on the above mentioned Record of Survey;

Thence along said parallel line the following courses:

North $3^{\circ}46'48''$ West 67.08 feet;

North $2^{\circ}31'37''$ West 89.31 feet;

North $4^{\circ}14'55''$ West 20.96 feet;

North $70^{\circ}35'14''$ West 13.64 feet;



North 81°19'06" West 0.75 feet;

South 88°04'03" West 15.79 feet;

South 78°35'58" West 45.32 feet;

South 88°29'13" West 68.20 feet;

South 86°57'26" West 49.22 feet;

North 84°42'30" West 65.57 feet;

North 75°37'57" West 107.05 feet;

North 53°46'01" West 88.68 feet;

North 42°58'13" West 58.91 feet;

North 40°31'14" West 20.67 feet;

North 80°20'15" West 15.96 feet;

North 81°18'41" West 102.74 feet;

North 82°35'15" West 82.94 feet;

North 59°00'21" West 38.36 feet to the southerly line of Twenty-fifth Street (66.00 feet wide);

Thence leaving said parallel line along last said southerly line, South 86°49'04" West 79.05 feet;

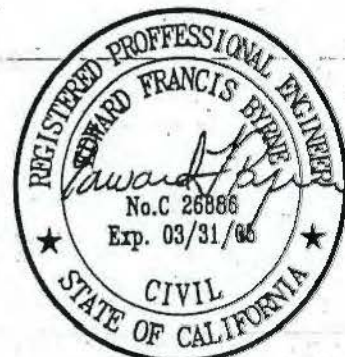
Thence South 3°10'56" East 705.28 feet to the True Point of Beginning.

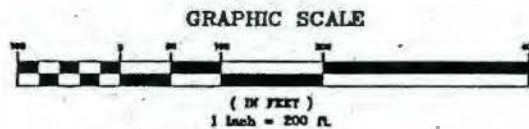
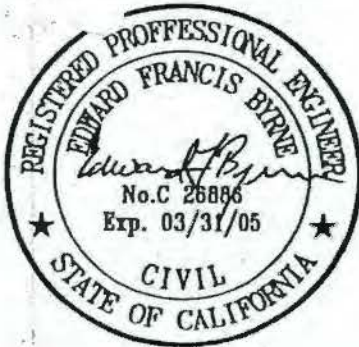
Being portions of Blocks Nos. 473, 474, 493, 494, 499, and 500; and also portions of Maryland Street, Delaware Street, Massachusetts Street, Twenty-sixth Street, all as delineated on that certain map entitled "Map of Golden City Homestead Association", recorded on December 12, 1865 in Map Books "C" and "D", at Pages 20 and 21, in the Office of the Recorder of the City and County of San Francisco.

Excepting therefrom, all minerals and mineral rights, but without the right of surface entry, as set forth and reserved in deed from Union Pacific Railroad Company, re-recorded June 19, 1987, as instrument E009928, in Reel E367, Page 547, Official Records of City and County of San Francisco."

Also being a portion of block no. 509 of the Potrero Nuevo.

Containing 382,080 square feet, more or less.





MEAN HIGH TIDE LINE
N.G.V.D. ELEV. 2.98 (MHW)
= -5.63 CITY DATUM

MASSACHUSETTS

508

501

DELAWARE

492

TWENTY-FIFTH STREET

MARYLAND

SUBJECT PARCEL
AREA - 382,080 Sq. Ft.

STREET

499

STREET

494

STREET

473

STREET

468

STREET

439

STREET

434

STREET

TWENTY-SIXTH

467

LOUISIANA

474

GEORGIA

440

MICHIGAN

433

ILLINOIS

N86°49'04"E
755.13'

TRUE POINT OF BEGINNING

N86°49'04"E
240.00'

CESAR CHAVEZ

(FORMERLY ARMY)

STREET

LEGEND
① LINE NUMBER (SEE TABLE, SHEET 2 FOR BEARINGS AND DISTANCES.)

EXHIBIT D

APPROVED BY
SAN FRANCISCO PORT COMMISSION
DATE _____

CHIEF HARBOR ENGINEER

SAN FRANCISCO PORT COMMISSION
PORT OF SAN FRANCISCO
DEPARTMENT OF ENGINEERING

PLAT SHOWING
WESTERN PACIFIC LAND
TO BE ADDED TO TRUST

IN CHARGE: EFB	CHECKED BY: _____
DRAWN BY: AMN	DATE: 07 OCT 03
DATA FILE: _____	SCALE: AS SHOWN
DRAWING NO.	SHEET NO. 1
LeaseBdy.dwg	of 2 SHEETS



TABLE OF BOUNDARY COURSES		
LINE NO.	BEARING	DISTANCE
1	N 86° 49' 04" E	84.87'
2	N 03° 10' 56" W	39.00'
3	N 86° 49' 04" E	520.00'
4	N 03° 10' 56" W	233.14'
5	N 86° 49' 04" E	100.00'
6	N 03° 10' 56" W	33.00'
7	N 86° 49' 04" E	80.68'
8	N 03° 46' 48" W	67.08'
9	N 02° 31' 37" W	89.31'
10	N 04° 14' 55" W	20.96'
11	N 70° 35' 14" W	13.64'
12	N 81° 19' 06" W	0.75'
13	S 88° 04' 03" W	15.79'
14	S 78° 35' 58" W	45.32'
15	S 88° 29' 13" W	68.20'
16	S 86° 57' 26" W	49.22'
17	N 84° 42' 30" W	65.57'
18	N 75° 37' 57" W	107.05'
19	N 53° 46' 01" W	88.68'
20	N 42° 58' 13" W	58.91'
21	N 40° 31' 14" W	20.67'
22	N 80° 20' 15" W	15.96'
23	N 81° 18' 41" W	102.74'
24	N 82° 35' 15" W	82.94'
25	N 59° 00' 21" W	38.36'
26	S 86° 49' 04" W	79.05'
27	S 03° 10' 56" E	705.28'

APPROVED BY
SAN FRANCISCO PORT COMMISSION
DATE _____

CHIEF HARBOR ENGINEER

SAN FRANCISCO PORT COMMISSION
PORT OF SAN FRANCISCO
DEPARTMENT OF ENGINEERING

TABLE OF BOUNDARY COURSES WESTERN PACIFIC LAND TO BE ADDED TO TRUST

IN CHARGE: <i>EFB</i>	DRAWN BY: <i>AMN</i>	DATE: <i>07 OCT 03</i>
DATA FILE: <i>---</i>	SCALE: <i>NONE</i>	
DRAWING NO. <i>LeaseBdy.dwg</i>	SHEET NO. <i>2</i>	OF <i>2</i> SHEETS

EXHIBIT E
FORM OF QUITCLAIM DEED FROM CITY FOR SENDING PARCEL

Recording Requested by and
When Recorded Mail to:

CITY AND COUNTY OF SAN FRANCISCO
San Francisco Port Commission
Pier 1
San Francisco, CA 94111
Attn: Neil H. Sekhri
(State of California Official Business
Document Entitled to Free Recordation
Pursuant to Government Code Section 6103)

QUITCLAIM DEED

(Conveying Portion of SWL 330)

WHEREAS, the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State" or "Commission"), and the CITY OF SAN FRANCISCO ("City"), acting by and through the SAN FRANCISCO PORT COMMISSION ("Port") (City and Port hereinafter are referred to collectively as "City"), have entered into that certain Seawall Lot 330/Western Pacific Property Exchange Agreement (the "Exchange Agreement"), dated as of November 24, 2003; and

WHEREAS, on October 20, 2003, pursuant to the authority set forth in Section 5, Chapter 310, Statutes of 1987, the Commission approved the Exchange Agreement and authorized the delivery of this Quitclaim Deed on the terms and conditions set forth in the Exchange Agreement; and

WHEREAS, the Exchange Agreement sets forth certain approvals of and conveyances of lands and interests therein by the State of California, acting by and through the State Lands Commission, releasing such lands from the public trust for the purposes of commerce navigation and fisheries in exchange for placing the public trust on certain other lands; and

WHEREAS, in furtherance thereof, the City has agreed to convey to the State of California the certain lands as more particularly described hereinafter so that the State may reconvey such lands to the City free of the public trust;

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City hereby releases, remises and quitclaims to the State any and all right, title and interest in and to the real property located in the City and County of San Francisco, State of California, described in Exhibit

A attached hereto and depicted in Exhibit B attached hereto, each made a part hereof, to be held by the State for reconveyance to the City free of the legal character of tide and submerged lands in accordance with the terms of the Exchange Agreement.

Executed this _____ day of _____, 200__

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

Mayor

GLORIA L. YOUNG
Clerk of the Board of Supervisors

RECOMMENDED:

Kenneth Winters
Director of Property

PORT OF SAN FRANCISCO

DOUGLAS F. WONG
Executive Director
Port of San Francisco

APPROVED AS TO FORM:

Dennis J. Herrera, City Attorney

BY: _____
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: _____

CERTIFICATE OF ACKNOWLEDGMENT

State of California _____

County of _____

On _____, 2004, before me, _____

Date

Name and title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____

personally known to me, OR

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

WITNESS my hand and official seal.

(Official Seal)

Signature _____

Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION

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

BEING A PORTION OF PARCEL "A" AS SAID PARCEL IS SHOWN ON THAT MAP ENTITLED "MAP OF LANDS TRANSFERRED IN TRUST TO THE CITY AND COUNTY OF SAN FRANCISCO", FILED IN BOOK "W" OF MAPS, PAGES 66 THROUGH 72, OFFICIAL RECORDS, CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND AS PARCEL "A" IS FURTHER DESCRIBED IN THAT DOCUMENT RECORDED MAY 14, 1976 IN BOOK C169, PAGE 573, OFFICIAL RECORDS, CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF BEALE STREET AND THE NORTHWESTERLY LINE OF BRYANT STREET, BEING A POINT ON THE GENERAL WESTERLY LINE OF SAID PARCEL "A"; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF BEALE STREET, 82.50 FEET TO THE SOUTHEASTERLY LINE OF BRYANT STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF BRYANT STREET, 82.50 FEET TO THE INTERSECTION OF THE NORTHEASTERLY LINE OF BEALE STREET AND SAID SOUTHEASTERLY LINE OF BRYANT STREET, BEING THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF BRYANT STREET, 158.00 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY, LEAVING SAID LINE OF BRYANT STREET, 143.00 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 158.00 FEET TO SAID NORTHEASTERLY LINE OF BEALE STREET; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID LINE OF BEALE STREET, 143.00 FEET TO THE TRUE POINT OF BEGINNING.

BEING A PORTION OF SEAWALL 330.

ALSO BEING A PORTION OF LOT 01, ASSESSOR'S BLOCK 3771.



EXHIBIT "B"

PARCEL "C"
(W MAPS 66)
(SEE NOTE NO. 2)

MAIN STREET
(82.50' WDIE)



BEALE STREET
(82.25' WDIE)

NORTHWESTERLY LINE OF BRYANT STREET

PARCEL "A"
(W MAPS 66)
(SEE NOTE NO. 2)

BRYANT STREET (82.50' WIDE)

82.50'
P.O.C.

82.50'

SOUTHEASTERLY LINE OF BRYANT STREET

158.00'

LOT

143.00'

143.00'

158.00'

MAIN STREET
(82.50' WDIE)
(ORDERED VACATED -
SEE NOTE NO. 1)

AB 3770
LOT 1
(SEAWALL LOT 329)

PARCEL "A"
(W MAPS 66)
(SEE NOTE NO. 2)

AB 3771
LOT 1
(SEAWALL LOT 330)



THE EMBARCADERO

LEGEND:

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING

NOTES:

- 1.) DECLARATION OF INTENTION TO VACATE A PORTION OF MAIN STREET PER RESOLUTION NO. 960-92, NOVEMBER 10, 1992 AND ORDERED TO BE VACATED PER ORDINANCE 14-93, JANUARY 11, 1993 AS APPROVED BY THE BOARD OF SUPERVISORS, CITY AND COUNTY OF SAN FRANCISCO.
- 2.) PARCELS AS SHOWN ON THAT MAP ENTITLED "MAP OF LANDS TRANSFERRED IN TRUST TO THE CITY AND COUNTY OF SAN FRANCISCO ...", FILED IN BOOK "W" OF MAPS, PAGES 66-72, CITY AND COUNTY OF SAN FRANCISCO RECORDER'S OFFICE.
- 3.) ALL ANGLES OF DIMENSIONED LINES ARE 90° UNLESS OTHERWISE INDICATED.

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON ST., SUITE 200
SAN FRANCISCO, CA. 94107

SEPTEMBER 2003 SCALE: 1"=70' SHEET 1 OF 1

EXHIBIT F
FORM OF QUITCLAIM FROM CITY FOR RECEIVING PARCEL

Recording Requested by and
When Recorded Mail to:

CITY AND COUNTY OF SAN FRANCISCO
San Francisco Port Commission
Pier 1
San Francisco, CA 94111
Attn: Neil H. Sekhri
(State of California Official Business
Document Entitled to Free Recordation
Pursuant to Government Code Section 6103)

QUITCLAIM DEED

(Conveying Portion of Western Pacific Property to State)

WHEREAS, the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State" or "Commission"), and the CITY OF SAN FRANCISCO ("City"), acting by and through the SAN FRANCISCO PORT COMMISSION ("Port") (City and Port hereinafter are referred to collectively as "City"), have entered into that certain Seawall Lot 330/Western Pacific Property Exchange Agreement (the "Exchange Agreement"), dated as of November 24, 2003; and

WHEREAS, on October 20, 2003, pursuant to the authority set forth in Section 5, Chapter 310, Statutes of 1987, the Commission approved the Exchange Agreement and authorized the delivery of this Quitclaim Deed on the terms and conditions set forth in the Exchange Agreement; and

WHEREAS, the Exchange Agreement sets forth certain approvals of and conveyances of lands and interests therein by the State, acting by and through the State Lands Commission, releasing such lands from the public trust for the purposes of commerce navigation and fisheries; and

WHEREAS, in exchange for such action by the State, the City has agreed to convey to the State certain other lands as more particularly described hereinafter so that such land may become subject to the public trust;

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City hereby releases, remises and quitclaims to the State any and all right, title and interest in and to the real property located in the City and County of San Francisco, State of California, described in Exhibit

A attached hereto and depicted in Exhibit B attached hereto, each made a part hereof, to be held by the State as lands of the legal character of tide and submerged lands.

Executed this _____ day of _____, 2004

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

Gavin Newsom
Mayor

Gloria L. Young
Clerk of the Board of Supervisors

RECOMMENDED:

Kenneth Winters
Director of Property

PORT OF SAN FRANCISCO

DOUGLAS F. WONG
Executive Director
Port of San Francisco

APPROVED AS TO FORM:

Dennis J. Herrera, City Attorney

BY: _____
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: _____

CERTIFICATE OF ACKNOWLEDGMENT

State of California _____

County of _____

On _____, 2004, before me, _____

Date

Name and title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____

personally known to me, **OR**

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

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

(Official Seal)

EXHIBIT A
(WESTERN PACIFIC REMAINDER PARCEL)
LEGAL DESCRIPTION

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

All streets and street lines hereinafter mentioned are in accordance with that certain map entitled "Record of Survey", Recorded March 30, 1999, in Book "Z" of Maps at Page 71 (Reel H352, Image 641), in the Office of Recorder of the City and County of San Francisco, State of California.

Commencing at the intersection of the Easterly line of Illinois Street (80.00 feet wide) with the northerly line of Cesar Chavez Street, formerly Army Street, (75.00 feet wide);

Thence along said northerly line of Cesar Chavez Street North $86^{\circ}49'04''$ East 240.00 feet to the centerline of Michigan Street (80.00 feet wide);

Thence along said centerline North $3^{\circ}10'56''$ West 161.00 feet;

Thence North $86^{\circ}49'04''$ East 755.13 feet to the True Point of Beginning;

Thence continuing North $86^{\circ}49'04''$ East 84.87 feet to the centerline of Maryland Street (80.00 feet wide);

Thence along last said centerline North $3^{\circ}10'56''$ West 39.00 feet;

Thence North $86^{\circ}49'04''$ East 520.00 feet to the westerly line of Massachusetts Street (100.00 feet wide);

Thence along last said westerly line North $3^{\circ}10'56''$ West 233.14 feet to the center line of former Twenty-sixth Street (66.00 feet wide);

Thence along last said centerline, North $86^{\circ}49'04''$ East 100.00 feet to the easterly line of Massachusetts Street;

Thence along last said easterly line, North $3^{\circ}10'56''$ West 33.00 feet to the northerly line of former Twenty-sixth Street;

Thence along last said northerly line, North $86^{\circ}49'04''$ East 80.68 feet to a line drawn parallel to and distant westerly 125.00 feet from the present line of Mean High Tide being the Mean High Water line as surveyed on 7-29-98 at an elevation of 2.98 feet NGVD of 1929 as it appears on the above mentioned Record of Survey;

Thence along said parallel line the following courses:

North $3^{\circ}46'48''$ West 67.08 feet;

North $2^{\circ}31'37''$ West 89.31 feet;

North $4^{\circ}14'55''$ West 20.96 feet;

North $70^{\circ}35'14''$ West 13.64 feet;



North 81°19'06" West 0.75 feet;

South 88°04'03" West 15.79 feet;

South 78°35'58" West 45.32 feet;

South 88°29'13" West 68.20 feet;

South 86°57'26" West 49.22 feet;

North 84°42'30" West 65.57 feet;

North 75°37'57" West 107.05 feet;

North 53°46'01" West 88.68 feet;

North 42°58'13" West 58.91 feet;

North 40°31'14" West 20.67 feet;

North 80°20'15" West 15.96 feet;

North 81°18'41" West 102.74 feet;

North 82°35'15" West 82.94 feet;

North 59°00'21" West 38.36 feet to the southerly line of Twenty-fifth Street (66.00 feet wide);

Thence leaving said parallel line along last said southerly line, South 86°49'04" West 79.05 feet;

Thence South 3°10'56" East 705.28 feet to the True Point of Beginning.

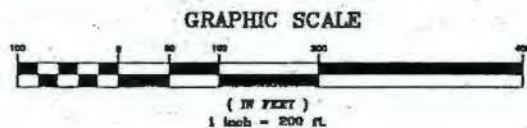
Being portions of Blocks Nos. 473, 474, 493, 494, 499, and 500; and also portions of Maryland Street, Delaware Street, Massachusetts Street, Twenty-sixth Street, all as delineated on that certain map entitled "Map of Golden City Homestead Association", recorded on December 12, 1865 in Map Books "C" and "D", at Pages 20 and 21, in the Office of the Recorder of the City and County of San Francisco.

Excepting therefrom, all minerals and mineral rights, but without the right of surface entry, as set forth and reserved in deed from Union Pacific Railroad Company, re-recorded June 19, 1987, as instrument E009928, in Reel E367, Page 547, Official Records of City and County of San Francisco."

Also being a portion of block no. 509 of the Potrero Nuevo.

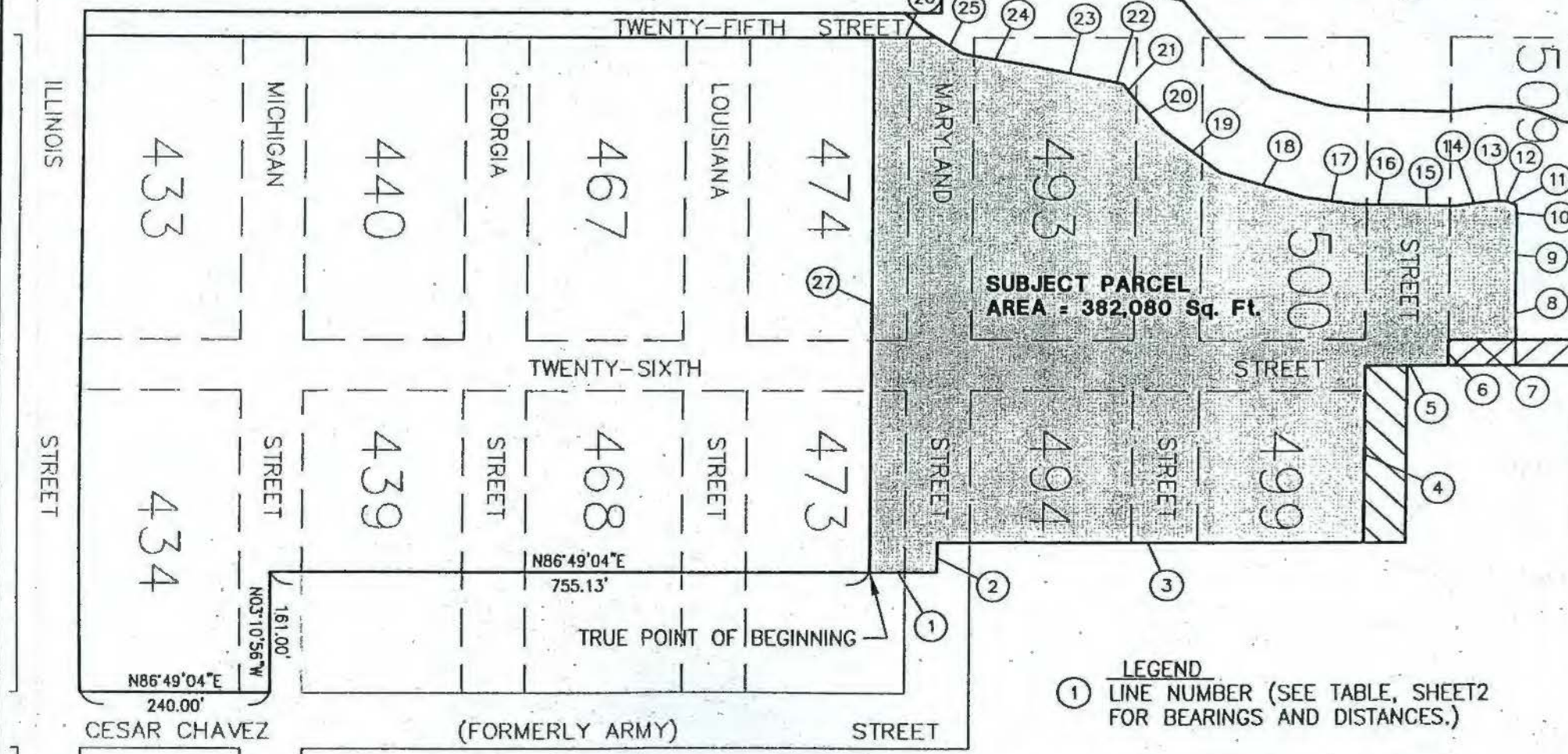
Containing 382,080 square feet, more or less.





MEAN HIGH TIDE LINE
N.G.V.D. ELEV. 2.98 (MHW)
= -5.63 CITY DATUM

EXHIBIT B



LEGEND
① LINE NUMBER (SEE TABLE, SHEET 2 FOR BEARINGS AND DISTANCES.)

APPROVED BY
SAN FRANCISCO PORT COMMISSION
DATE _____

CHIEF HARBOR ENGINEER

SAN FRANCISCO PORT COMMISSION
PORT OF SAN FRANCISCO
DEPARTMENT OF ENGINEERING

PLAT SHOWING
WESTERN PACIFIC LAND
TO BE ADDED TO TRUST

IN CHARGE: EFB	CHECKED BY: _____
DRAWN BY: AMN	DATE: 07 OCT 03
DATA FILE: _____	SCALE: AS SHOWN
DRAWING NO. _____	SHEET NO. 1
LeaseBdy.dwg	OF 2 SHEETS

EXHIBIT B



TABLE OF BOUNDARY COURSES		
LINE NO.	BEARING	DISTANCE
1	N 86° 49' 04" E	84.87'
2	N 03° 10' 56" W	39.00'
3	N 86° 49' 04" E	520.00'
4	N 03° 10' 56" W	233.14'
5	N 86° 49' 04" E	100.00'
6	N 03° 10' 56" W	33.00'
7	N 86° 49' 04" E	80.68'
8	N 03° 46' 48" W	67.08'
9	N 02° 31' 37" W	89.31'
10	N 04° 14' 55" W	20.96'
11	N 70° 35' 14" W	13.64'
12	N 81° 19' 06" W	0.75'
13	S 88° 04' 03" W	15.79'
14	S 78° 35' 58" W	45.32'
15	S 88° 29' 13" W	68.20'
16	S 86° 57' 26" W	49.22'
17	N 84° 42' 30" W	65.57'
18	N 75° 37' 57" W	107.05'
19	N 53° 46' 01" W	88.68'
20	N 42° 58' 13" W	58.91'
21	N 40° 31' 14" W	20.67'
22	N 80° 20' 15" W	15.96'
23	N 81° 18' 41" W	102.74'
24	N 82° 35' 15" W	82.94'
25	N 59° 00' 21" W	38.36'
26	S 86° 49' 04" W	79.05'
27	S 03° 10' 56" E	705.28'

APPROVED BY
SAN FRANCISCO PORT COMMISSION
DATE _____

CHIEF HARBOR ENGINEER

SAN FRANCISCO PORT COMMISSION
PORT OF SAN FRANCISCO
DEPARTMENT OF ENGINEERING

TABLE OF BOUNDARY COURSES
WESTERN PACIFIC LAND
TO BE ADDED TO TRUST

IN CHARGE: <i>EFB</i>	CHECKED BY: _____
DRAWN BY: <i>AMN</i>	DATE: <i>07 OCT 03</i>
DATA FILE: _____	SCALE: <i>NONE</i>
DRAWING NO. <i>LeaseBdy.dwg</i>	SHEET NO. <i>2</i> OF <i>2</i> SHEETS

EXHIBIT G

CERTIFICATE OF ACCEPTANCE
(Sending Parcel)

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____, 2004 from the City and County of San Francisco to the State of California is hereby accepted by the undersigned officer or agent on behalf of the State of California pursuant to authority conferred by that act of the Legislature set forth as Section 5, Chapter 310, Statutes of 1987, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____, 2004

STATE LANDS COMMISSION

By: _____
Paul D. Thayer

Its: Executive Officer

EXHIBIT H

CERTIFICATE OF ACCEPTANCE
(Receiving Parcel)

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____, from the City and County of San Francisco to the State of California is hereby accepted as sovereign trust lands by the undersigned officer or agent on behalf of the State of California pursuant to authority conferred by that act of the Legislature set forth as Section 5, Chapter 310, Statutes of 1987, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

STATE LANDS COMMISSION

By: _____
Paul D. Thayer

Its: Executive Officer

EXHIBIT I
FORM OF PATENT FROM STATE FOR SENDING PARCEL

Recording Requested by and
When Recorded Mail to:

CITY AND COUNTY OF SAN FRANCISCO
Port of San Francisco
Pier 1
San Francisco, California 94111
Attn: Assistant Port General Counsel
Neil H. Sekhri, Esq.

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

PATENT
(Conveying Portion of SWL 330 to City Free of the Public Trust)

WHEREAS, the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State" or "Commission"), and the CITY OF SAN FRANCISCO ("City"), acting by and through the SAN FRANCISCO PORT COMMISSION ("Port") (City and Port hereinafter are referred to collectively as "City"), have entered into that certain SEAWALL LOT 330/WESTERN PACIFIC PROPERTY EXCHANGE AGREEMENT (the "Exchange Agreement"), dated as of November 24, 2003; and

WHEREAS, pursuant to the Exchange Agreement, City has conveyed certain lands and interests therein to the State, so that the State may release such lands from the public trust for the purposes of commerce, navigation, and fisheries and the statutory trust created by that certain Act of the Legislature set forth as Chapter 1333, Statutes of 1968, as amended, and commonly known as the "Burton Act;" and

WHEREAS, on October 20, 2003, pursuant to the authority set forth in Section 5, Chapter 310, Statutes of 1987, the Commission approved the Exchange Agreement and authorized the delivery of this Patent on the terms and conditions set forth in the Exchange Agreement;

NOW THEREFORE, for and in consideration of the foregoing and other valuable considerations, the receipt and adequacy of which are hereby acknowledged, the State, consistent with established acts and policies, hereby conveys, releases, remises, and quitclaims to the City, its successors and assigns, all of its right, title and interest held by

the State in and to that property described in Exhibit A attached hereto and depicted on Exhibit B attached hereto, each incorporated herein by reference (the "Property"), and specifically releasing, without limiting the generality of the foregoing, (i) any interest in the public trust for the purposes of commerce, navigation, and fisheries; (ii) any interest created by that certain Act of the Legislature set forth as Chapter 1333, Statutes of 1968, as amended, and commonly known as the "Burton Act"; and specifically releasing any rights under said Act of the Department of Public Works, Division of Highways, Division of Bay Toll Crossings, or the California Toll Bridge Authority, or their successors and assigns, including the California Department of Transportation;

Save and Except, the State expressly excepts and reserves to the State, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered under the Property, including, but not limited to, oil and gas and rights thereto, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of those minerals by any means or methods suitable to the State or to its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the City, its successors and assigns, provided, however, that the State, its successors and assigns, without the prior written permission of the City, its successors and assigns, shall not conduct any mining activities of any nature whatsoever above a plane located five hundred feet (500') below the surface of the Property

[Signatures on next page.]

IN TESTAMENT WHEREOF, I
ARNOLD SCHWARZENEGGER,

Governor of the State of California,
have caused these Letters to be made
Patent, and the Seal of the State of
California to be hereunto affixed.
Given under my hand at this City of
Sacramento this, the _____ day of
_____ in the year
2004.

ARNOLD SCHWARZENEGGER
Governor of State

Attest: _____
KEVIN SHELLEY
Secretary of State

Countersigned: _____
Paul Thayer
Executive Officer
State Lands Commission

EXHIBIT A

LEGAL DESCRIPTION

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

BEING A PORTION OF PARCEL "A" AS SAID PARCEL IS SHOWN ON THAT MAP ENTITLED "MAP OF LANDS TRANSFERRED IN TRUST TO THE CITY AND COUNTY OF SAN FRANCISCO", FILED IN BOOK "W" OF MAPS, PAGES 66 THROUGH 72, OFFICIAL RECORDS, CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND AS PARCEL "A" IS FURTHER DESCRIBED IN THAT DOCUMENT RECORDED MAY 14, 1976 IN BOOK C169, PAGE 573, OFFICIAL RECORDS, CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF BEALE STREET AND THE NORTHWESTERLY LINE OF BRYANT STREET, BEING A POINT ON THE GENERAL WESTERLY LINE OF SAID PARCEL "A"; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF BEALE STREET, 82.50 FEET TO THE SOUTHEASTERLY LINE OF BRYANT STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF BRYANT STREET, 82.50 FEET TO THE INTERSECTION OF THE NORTHEASTERLY LINE OF BEALE STREET AND SAID SOUTHEASTERLY LINE OF BRYANT STREET, BEING THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF BRYANT STREET, 158.00 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY, LEAVING SAID LINE OF BRYANT STREET, 143.00 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 158.00 FEET TO SAID NORTHEASTERLY LINE OF BEALE STREET; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID LINE OF BEALE STREET, 143.00 FEET TO THE TRUE POINT OF BEGINNING.

BEING A PORTION OF SEAWALL 330.

ALSO BEING A PORTION OF LOT 01, ASSESSOR'S BLOCK 3771.



EXHIBIT "B"

PARCEL "C"
(W MAPS 66)
(SEE NOTE NO. 2)

MAIN STREET
(82.50' WDIE)



BEALE STREET
(82.25' WDIE)

NORTHWESTERLY LINE OF BRYANT STREET

PARCEL "A"
(W MAPS 66)
(SEE NOTE NO. 2)

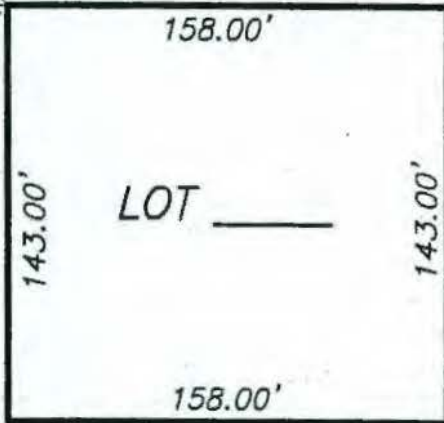
BRYANT STREET (82.50' WIDE)

P.O.C.

82.50'

82.50'

TRUE
P.O.B.



SOUTHEASTERLY LINE OF BRYANT STREET

MAIN STREET
(82.50' WDIE)
(ORDERED VACATED -
SEE NOTE NO. 1)

AB 3770
LOT 1
(SEAWALL LOT 329)

PARCEL "A"
(W MAPS 66)
(SEE NOTE NO. 2)

AB 3771
LOT 1
(SEAWALL LOT 330)



THE EMBARCADERO

LEGEND:

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING

NOTES:

- 1.) DECLARATION OF INTENTION TO VACATE A PORTION OF MAIN STREET PER RESOLUTION NO. 960-92, NOVEMBER 10, 1992 AND ORDERED TO BE VACATED PER ORDINANCE 14-93, JANUARY 11, 1993 AS APPROVED BY THE BOARD OF SUPERVISORS, CITY AND COUNTY OF SAN FRANCISCO.
- 2.) PARCELS AS SHOWN ON THAT MAP ENTITLED "MAP OF LANDS TRANSFERRED IN TRUST TO THE CITY AND COUNTY OF SAN FRANCISCO ...", FILED IN BOOK "W" OF MAPS, PAGES 66-72, CITY AND COUNTY OF SAN FRANCISCO RECORDER'S OFFICE.
- 3.) ALL ANGLES OF DIMENSIONED LINES ARE 90° UNLESS OTHERWISE INDICATED.

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON ST., SUITE 200
SAN FRANCISCO, CA. 94107

SEPTEMBER 2003 SCALE: 1"=70' SHEET 1 OF 1

EXHIBIT J
FORM OF PATENT FROM STATE FOR RECEIVING PARCEL

Recording Requested by and
When Recorded Mail to:

CITY AND COUNTY OF SAN FRANCISCO
Port of San Francisco
Pier 1
San Francisco, California 94111
Attn: Assistant Port General Counsel
Neil H. Sekhri, Esq.

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

PATENT
(Conveying Portion of Western Pacific Property to City Subject to Public Trust)

WHEREAS, the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State" or "Commission"), and the CITY OF SAN FRANCISCO ("City"), acting by and through the SAN FRANCISCO PORT COMMISSION ("Port") (City and Port hereinafter are referred to collectively as "City"), have entered into that certain SEAWALL LOT 330/WESTERN PACIFIC PROPERTY EXCHANGE AGREEMENT (the "Exchange Agreement"), dated as of November 24, 2003; and

WHEREAS, pursuant to the Exchange Agreement, City has conveyed certain lands and interests therein to the State, so that the State may impose the public trust for the purposes of commerce, navigation, and fisheries and may subject such lands and interests therein to the statutory trust created by that certain Act of the Legislature set forth as Chapter 1333, Statutes of 1968, as amended, and commonly known as the "Burton Act;" and

WHEREAS, on October 20, 2003, pursuant to the authority set forth in Section 5, Chapter 310, Statutes of 1987, the Commission approved the Exchange Agreement and authorized the delivery of this Patent on the terms and conditions set forth in the Exchange Agreement;

NOW THEREFORE, for and in consideration of the foregoing and other valuable considerations, the receipt and adequacy of which are hereby acknowledged, the State of California, consistent with established acts and policies, hereby conveys, releases, remises, and quitclaims to the City and County of San Francisco, a charter city

and county, in trust, for the specific and limited purposes of effectuating the public trust purposes provided for in the Act, and subject to the public trust for commerce, navigation, and fisheries, all of the right, title, and interest held by the State in and to that property described in Exhibit A attached hereto and depicted on Exhibit B attached hereto, each incorporated herein by reference (the "Property"), and subject to and further burdened by the statutory trust imposed by the Burton Act, and excepting out the minerals and mineral rights reserved to Union Pacific Railroad Company as more particularly described in Exhibit A attached hereto, subject to those exceptions and reservations to the State that are contained in the Burton Act, as if the Property had been transferred to the City from the State pursuant to the provisions of the Burton Act and that certain Agreement Relating to Transfer of the Port of San Francisco from the State of California to The City and County of San Francisco, dated January 24, 1969 between the City and the State of California.

The trust for purposes of commerce, navigation, and fisheries referred to herein is identical to the public trust that is impliedly reserved in grants of tide and submerged lands by the State of California, which is described in People v. California Fish Co. (1913) 166 Cal. 576.

The State reserves the right by Act of the Legislature to amend, modify, or revoke, in whole or in part, the transfer of lands in trust provided for herein, provided that the State shall thereupon assume all lawful obligations related to such lands as may revert to the State by such action in accordance with Section 24 of the Burton Act.

[Signatures on next page.]

IN TESTAMENT WHEREOF, I
ARNOLD SCHWARZENEGGER,

Governor of the State of California,
have caused these Letters to be made
Patent, and the Seal of the State of
California to be hereunto affixed.
Given under my hand at this City of
Sacramento this, the _____ day of
_____ in the year
2004.

ARNOLD SCHWARZENEGGER
Governor of State

Attest: _____
KEVIN SHELLEY
Secretary of State

Countersigned: _____
Paul Thayer
Executive Officer
State Lands Commission

EXHIBIT A
(WESTERN PACIFIC REMAINDER PARCEL)
LEGAL DESCRIPTION

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

All streets and street lines hereinafter mentioned are in accordance with that certain map entitled "Record of Survey", Recorded March 30, 1999, in Book "Z" of Maps at Page 71 (Reel H352, Image 641), in the Office of Recorder of the City and County of San Francisco, State of California.

Commencing at the intersection of the Easterly line of Illinois Street (80.00 feet wide) with the northerly line of Cesar Chavez Street, formerly Army Street, (75.00 feet wide);

Thence along said northerly line of Cesar Chavez Street North $86^{\circ}49'04''$ East 240.00 feet to the centerline of Michigan Street (80.00 feet wide);

Thence along said centerline North $3^{\circ}10'56''$ West 161.00 feet;

Thence North $86^{\circ}49'04''$ East 755.13 feet to the True Point of Beginning;

Thence continuing North $86^{\circ}49'04''$ East 84.87 feet to the centerline of Maryland Street (80.00 feet wide);

Thence along last said centerline North $3^{\circ}10'56''$ West 39.00 feet;

Thence North $86^{\circ}49'04''$ East 520.00 feet to the westerly line of Massachusetts Street (100.00 feet wide);

Thence along last said westerly line North $3^{\circ}10'56''$ West 233.14 feet to the center line of former Twenty-sixth Street (66.00 feet wide);

Thence along last said centerline, North $86^{\circ}49'04''$ East 100.00 feet to the easterly line of Massachusetts Street;

Thence along last said easterly line, North $3^{\circ}10'56''$ West 33.00 feet to the northerly line of former Twenty-sixth Street;

Thence along last said northerly line, North $86^{\circ}49'04''$ East 80.68 feet to a line drawn parallel to and distant westerly 125.00 feet from the present line of Mean High Tide being the Mean High Water line as surveyed on 7-29-98 at an elevation of 2.98 feet NGVD of 1929 as it appears on the above mentioned Record of Survey;

Thence along said parallel line the following courses:

North $3^{\circ}46'48''$ West 67.08 feet;

North $2^{\circ}31'37''$ West 89.31 feet;

North $4^{\circ}14'55''$ West 20.96 feet;

North $70^{\circ}35'14''$ West 13.64 feet;



North 81°19'06" West 0.75 feet;

South 88°04'03" West 15.79 feet;

South 78°35'58" West 45.32 feet;

South 88°29'13" West 68.20 feet;

South 86°57'26" West 49.22 feet;

North 84°42'30" West 65.57 feet;

North 75°37'57" West 107.05 feet;

North 53°46'01" West 88.68 feet;

North 42°58'13" West 58.91 feet;

North 40°31'14" West 20.67 feet;

North 80°20'15" West 15.96 feet;

North 81°18'41" West 102.74 feet;

North 82°35'15" West 82.94 feet;

North 59°00'21" West 38.36 feet to the southerly line of Twenty-fifth Street (66.00 feet wide);

Thence leaving said parallel line along last said southerly line, South 86°49'04" West 79.05 feet;

Thence South 3°10'56" East 705.28 feet to the True Point of Beginning.

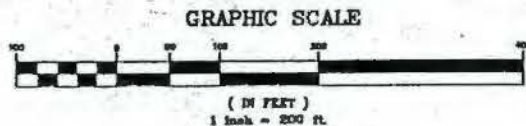
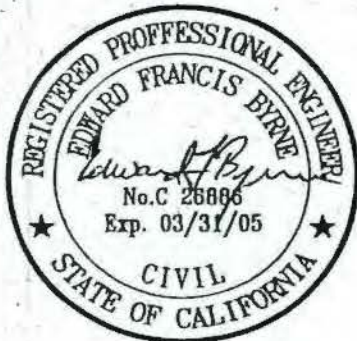
Being portions of Blocks Nos. 473, 474, 493, 494, 499, and 500; and also portions of Maryland Street, Delaware Street, Massachusetts Street, Twenty-sixth Street, all as delineated on that certain map entitled "Map of Golden City Homestead Association", recorded on December 12, 1865 in Map Books "C" and "D", at Pages 20 and 21, in the Office of the Recorder of the City and County of San Francisco.

Excepting therefrom, all minerals and mineral rights, but without the right of surface entry, as set forth and reserved in deed from Union Pacific Railroad Company, re-recorded June 19, 1987, as instrument E009928, in Reel E367, Page 547, Official Records of City and County of San Francisco."

Also being a portion of block no. 509 of the Potrero Nuevo.

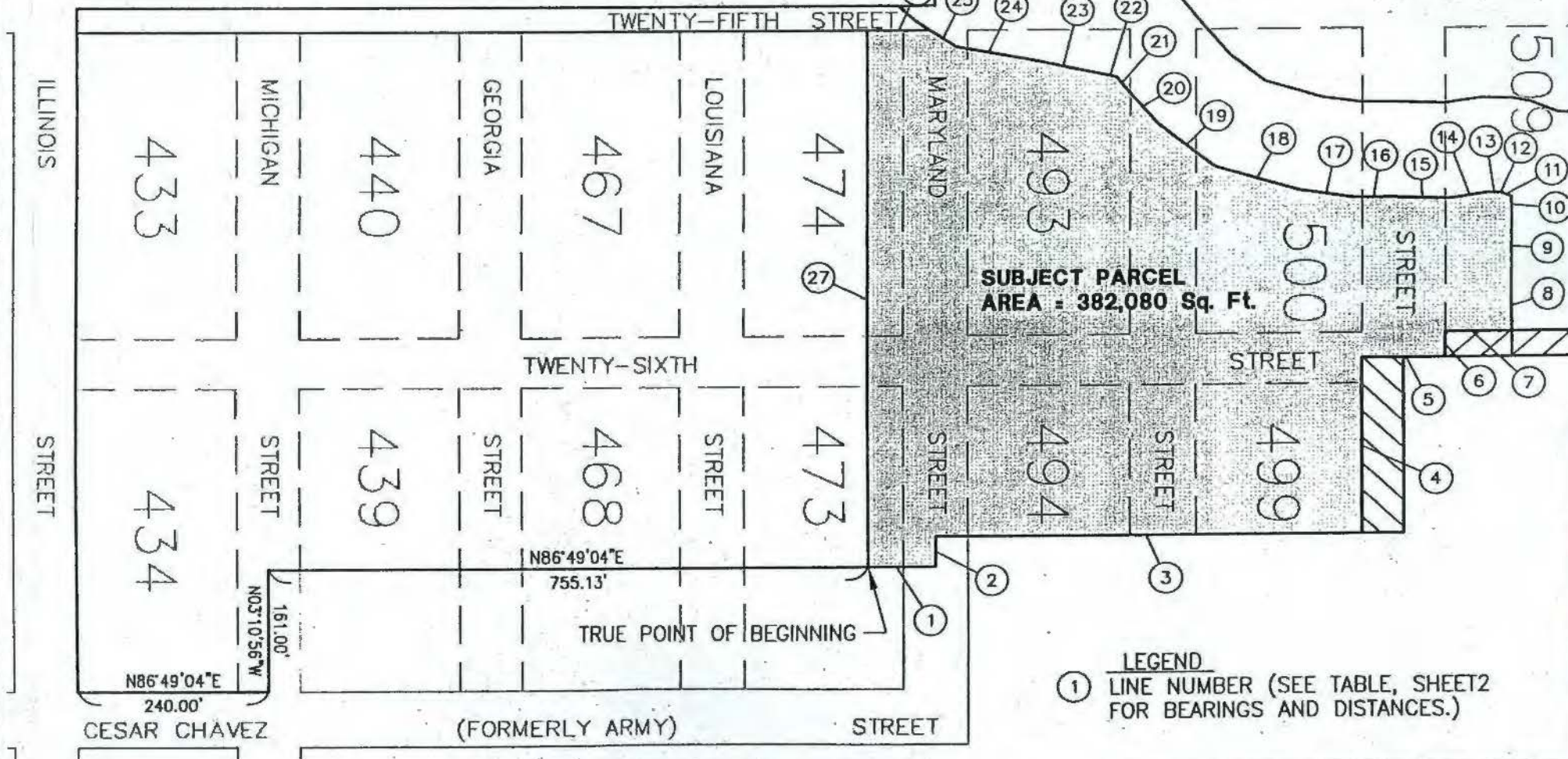
Containing 382,080 square feet, more or less.





MEAN HIGH TIDE LINE
N.G.V.D. ELEV. 2.98 (MHW)
= -5.63 CITY DATUM

EXHIBIT B



LEGEND
① LINE NUMBER (SEE TABLE, SHEET 2 FOR BEARINGS AND DISTANCES.)

APPROVED BY
SAN FRANCISCO PORT COMMISSION
DATE _____

CHIEF HARBOR ENGINEER

SAN FRANCISCO PORT COMMISSION
PORT OF SAN FRANCISCO
DEPARTMENT OF ENGINEERING

PLAT SHOWING
WESTERN PACIFIC LAND
TO BE ADDED TO TRUST

IN CHARGE: EFB

DRAWN BY: AMN

DATA FILE: ---

DRAWING NO.

LeaseBdy.dwg

CHECKED BY: ---

DATE: 07 OCT 03

SCALE: AS SHOWN

SHEET NO. 1

OF 2 SHEETS

EXHIBIT B



TABLE OF BOUNDARY COURSES		
LINE NO.	BEARING	DISTANCE
1	N 86° 49' 04" E	84.87'
2	N 03° 10' 56" W	39.00'
3	N 86° 49' 04" E	520.00'
4	N 03° 10' 56" W	233.14'
5	N 86° 49' 04" E	100.00'
6	N 03° 10' 56" W	33.00'
7	N 86° 49' 04" E	80.68'
8	N 03° 46' 48" W	67.08'
9	N 02° 31' 37" W	89.31'
10	N 04° 14' 55" W	20.96'
11	N 70° 35' 14" W	13.64'
12	N 81° 19' 06" W	0.75'
13	S 88° 04' 03" W	15.79'
14	S 78° 35' 58" W	45.32'
15	S 88° 29' 13" W	68.20'
16	S 86° 57' 26" W	49.22'
17	N 84° 42' 30" W	65.57'
18	N 75° 37' 57" W	107.05'
19	N 53° 46' 01" W	88.68'
20	N 42° 58' 13" W	58.91'
21	N 40° 31' 14" W	20.67'
22	N 80° 20' 15" W	15.96'
23	N 81° 18' 41" W	102.74'
24	N 82° 35' 15" W	82.94'
25	N 59° 00' 21" W	38.36'
26	S 86° 49' 04" W	79.05'
27	S 03° 10' 56" E	705.28'

APPROVED BY
SAN FRANCISCO PORT COMMISSION
DATE _____

CHIEF HARBOR ENGINEER

SAN FRANCISCO PORT COMMISSION
PORT OF SAN FRANCISCO
DEPARTMENT OF ENGINEERING

TABLE OF BOUNDARY COURSES
WESTERN PACIFIC LAND
TO BE ADDED TO TRUST

IN CHARGE: EFB	CHECKED BY: ---
DRAWN BY: AMN	DATE: 07 OCT 03
DATA FILE: ---	SCALE: NONE
DRAWING NO. LeaseBdy.dwg	SHEET NO. 2 OF 2 SHEETS

EXHIBIT K

CERTIFICATE OF ACCEPTANCE
(Receiving Parcel)

This is to certify that the interest in real property conveyed by the Patent dated _____, 2004 from the State of California to the City and County of San Francisco, a charter city and county, is hereby accepted by the undersigned officer or agent on behalf of the City and County of San Francisco, in trust, pursuant to authority conferred by Board of Supervisors Resolution No. 676-03 adopted on October 7, 2003, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2004 _____

By: _____
Kenneth Winters
Director of Property

EXHIBIT L

CERTIFICATE OF ACCEPTANCE
(Sending Parcel)

This is to certify that the interest in real property conveyed by the Patent dated _____, 2004 from the State of California to the City and County of San Francisco, a charter city and county, is hereby accepted by the undersigned officer or agent on behalf of the City and County of San Francisco pursuant to authority conferred by Board of Supervisors Resolution No. 676-03 adopted on October 7, 2003, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2004

By: _____
Kenneth Winters
Director of Property