



**City and County of San Francisco  
Joaquin Torres, Assessor-Recorder**

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

Doc #	<b>2022062275</b>	Fees	\$0.00
6/23/2022	1:12:23 PM	Taxes	\$0.00
AL	Electronic	Other	\$0.00
Pages 162	Title 013	SB2 Fees	\$0.00
Customer	2327	Paid	\$0.00

**STATE OF CALIFORNIA  
OFFICIAL BUSINESS**

Document entitled to free recordation  
pursuant to Government Code Section 27383

**PUBLIC TRUST EXCHANGE AND TITLE SETTLEMENT AGREEMENT FOR INDIA BASIN  
[WITH LENDER SUBORDINATION ATTACHED]**

15608927-TL/JM

This document is exempt from the \$75 Building Homes and Jobs Act Fee (per Government Code §27388.1(a)(2)(D)) because the document is a real estate instrument, paper, or notice executed or recorded by the state or any county, municipality, or other political subdivision of the state.

700 Innes Avenue (India Basin)(portions)  
Affecting Assessor Parcel Numbers:

**Current APNs**

4572-014;  
4579-002;  
4587-025, -026;  
4596-001 through -003, -015 through -026;  
4597-001, -010 through -021, -025, -026;  
4606-010 through -019, -025, -026, -100;  
4607-024, -025;  
4620-001, -004, -005;  
4621-002 through -011, -016, -019 through -021, -023, -024, -100, -101;  
4630-005 through -007, -100; 4631-001, -002;  
4644-001, -04A, -005, -006, -06A, -007 through -010, -010A, -010B, -010C, -011;  
and 4645-001, -03A, -004, -006, -007, -07A, -010, -010A, -011 through -015.

Portions of former Evans, Fairfax, Galvez, Hudson, Earl and Arelious Walker, vacated per Ordinance No. 206-20 recorded November 12, 2020 as Document No. 2020-047863 (SUR Map 2019-004 Parcels 1 through 16)

**Future APNs**

4621-102 [AS-1];  
4606-103 [AS-2];  
4597-027 [AS-3];  
4596-028 [AS-4];  
4587-025 [AS-5];  
4587-026 [AS-6];  
4579-002 [AS-7];  
4572-014 [AS-8];  
4631-007 [TT-1];  
4645-047 [TT-2];  
4631-008 [TT-5];  
4621-103 [TA-1];  
4606-104 [TA-2];  
4597-028 [TA-3];  
4596-029 [TA-4]; and  
4607-031 [TA-5]

**This page added to provide adequate space for recording information  
(additional recording fee applies)**

**Recorded at the Request of and  
When Recorded Mail to:**

Andrew Kershen  
Legal Department  
California State Lands Commission  
100 Howe Avenue, Suite 100-South  
Sacramento, California 95825-8202

STATE OF CALIFORNIA  
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[Space Above for Recorder's Use]

SLC File No.: G 11-01/AD 685

APNs: 4572-014; 4579-002; 4587-025, -026; 4596-001 through -003, -015 through -026; 4597-001, -010 through -021, -025, -026; 4606-010 through -019, -025, -026, -100; 4607-024, -025; 4620-001, -004, -005; 4621-002 through -011, -016, -019 through -021, -023, -024, -100, -101; 4630-005 through -007, -100; 4631-001, -002; 4644-001, -04A, -005, -006, -06A, -007 through -010, -010A, -010B, -010C, -011; and 4645-001, -03A, -004, -006, -007, -07A, -010, -010A, -011 through -015.

**PUBLIC TRUST EXCHANGE AND TITLE SETTLEMENT AGREEMENT FOR INDIA  
BASIN**

This PUBLIC TRUST EXCHANGE AND TITLE SETTLEMENT AGREEMENT FOR INDIA BASIN (**Agreement**) is dated for reference as of November 17, 2021. The parties to the Agreement are the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION (**Commission**), the CITY AND COUNTY OF SAN FRANCISCO, a charter City (**City**), the CITY AND COUNTY OF SAN FRANCISCO, acting by and through the SAN FRANCISCO PORT COMMISSION (**Port**), as a trustee under Chapter 1333 of the Statutes of 1968 (as amended, **Burton Act**), and INDIA BASIN INVESTMENT, LLC, a California limited liability company (**Developer**). The Commission, City, Port and Developer are each a "Party" and are referred to together as the "Parties." This Agreement is entered into pursuant to Section 5 of Chapter 310 of the Statutes of 1987 (**Chapter 310**) and Sections 6107 and 6216 of the California Public Resources Code.

**RECITALS**

A. This Agreement concerns approximately 26 acres of land situated within and adjacent to the area commonly known as India Basin (**Project Area**), as more particularly shown on Exhibit A attached hereto, together with certain submerged lands adjacent to the Project Area (**Adjacent Submerged Lands**), as shown on Exhibit A and more particularly described in Exhibit M. The Agreement also concerns a parcel of land referred to as **Parcel 9**, more

particularly shown on Exhibit A-1, a portion of which is (or will be) filled and within the Project Area (**Filled Parcel 9**) and a portion of which is (or will be) submerged (**Submerged Parcel 9**).

B. In addition to certain lands that are subject to the Burton Act, the Project Area consists in part of former tide and submerged lands (collectively “**tidelands**”) that have been filled and reclaimed in which the status of the common law public trust for commerce, navigation, and fisheries (**Public Trust**) is uncertain and filled and reclaimed tidelands and uplands that are not subject to the Public Trust. The existence of the Public Trust on the Adjacent Submerged Lands and Submerged Parcel 9 is also in dispute. The purpose of this Agreement is to settle certain boundary and title disputes related to the Public Trust within the Project Area, the Adjacent Submerged Lands and Submerged Parcel 9, and to establish and reconfigure the location of lands subject to the Public Trust and lands free of the Public Trust within the Project Area, through the conveyances provided for in this Agreement, subject to the terms and conditions of this Agreement.

C. This Agreement authorizes an exchange of lands that will impress or confirm the Public Trust on certain lands within the Project Area and Submerged Parcel 9 (**Trust Addition Lands**), described in Exhibit B (Legal Description and Illustrative Plat of Trust Addition Lands), and will terminate any Public Trust interest in certain other lands within the Project Area (**Trust Termination Lands**), described in Exhibit C (Legal Description and Illustrative Plat of Trust Termination Lands). The exchange authorized by this Agreement will also impress or confirm the Public Trust on the Adjacent Submerged Lands, described in Exhibit M (Legal Description and Illustrative Plat of Adjacent Submerged Lands), upon findings that the lands have been sufficiently remediated as more particularly set forth herein. The Trust Addition Lands, Trust Termination Lands, and Adjacent Submerged Lands are referred to collectively as the “**Exchange Lands**.”

D. The extent to which the Project Area, Submerged Parcel 9, and the Adjacent Submerged Lands may be subject to the Public Trust is uncertain and subject to dispute, the resolution of which would require extensive land title and boundary litigation at great public expense. The circumstances giving rise to the Public Trust title uncertainty include the following:

1. Upon its admission to the Union on September 9, 1850, the State of California (**State**), by virtue of its sovereignty, received all right, title, and interest in the tidelands within its boundaries up to the ordinary high-water mark, subject to the Public Trust. The Project Area includes lands that were tidelands at statehood, subject to the Public Trust. The Project Area also includes lands that were above the ordinary high-water mark at statehood, and were, therefore, not subject to the Public Trust.

2. Most of the former and current tidelands within the Project Area were granted by the State into private ownership in the 1800s. Chapter 325 of the Statutes of 1863 authorized the Commissioners of Swamp and Overflowed Lands to sell certain State-owned lands waterward of Hunters Point, including a portion of the Project Area, Submerged Parcel 9 and the Adjacent Submerged Lands, to the South San Francisco Homestead and Railroad Association (**SSF Homestead**).

3. Chapter 543 of the Statutes of 1868 authorized the Board of Tide Land Commissioners (**BTLC**) to auction into private ownership additional State-owned tidelands in

the southern portion of the City, including portions of the Project Area and the Adjacent Submerged Lands, but reserving to the State certain mapped streets (**paper streets**) and other areas reserved for public purposes.

4. Pursuant to the Burton Act, the State granted to the City the State's sovereign right, title and interest in certain tidelands within the boundaries of the City, to be held in trust for purposes of commerce, navigation, and fisheries and subject to the terms and conditions specified in the Burton Act (**Burton Act Trust**). The Burton Act Trust and the Public Trust are collectively referred to herein as the "**Trust**." As required by the Burton Act, the granted lands are under the administration and control of the City acting by and through the Port. The granted lands held by the Port include certain paper streets within the Project Area mapped by the BTLC. These paper streets surround the blocks within the Project Area and Adjacent Submerged Lands. The Parties do not dispute that the paper streets are subject to the Trust, and they are not involved in this Agreement or included as part of the Exchange Lands.

5. In 1986, in exchange for the City's vacation and conveyance to Developer's predecessor of certain public rights-of-way within the Project Area, the City acquired approximately 10 acres of privately owned lands within the Project Area for streets and a shoreline park. The park lands acquired by the City consist of lands previously granted into private ownership under the statutes described above and comprise the India Basin Open Space. These park lands are under the jurisdiction of the City acting by and through the San Francisco Recreation and Park Commission (**RecPark**). The streets owned by the City (other than the Burton Act paper streets) are managed by San Francisco Public Works. The City's vacation and conveyance purported to include two portions of Fairfax Avenue that were within the Port's jurisdiction, subject to the Trust, and inalienable outside narrow circumstances not present at that time. The City's conveyance was ineffective as to these parcels.

E. Developer presently owns certain former tidelands within the Project Area and the current tidelands comprising Submerged Parcel 9 and the Adjacent Submerged Lands. Developer's title derives from grants of those lands by the State into private ownership pursuant to the early statutes described above and from the City's 1986 conveyance of streets into private ownership. Developer also owns certain historic uplands within the Project Area. In addition, Developer anticipates acquiring certain lands within the Project Area owned by other private owners. The lands owned by Developer (or to be acquired by Developer prior to the initial or subsequent closings hereunder) within the Project Area are depicted for illustrative purposes in Exhibit D (Developer-Owned Exchange Lands). The Developer-Owned Exchange Lands include (1) portions of Hudson Avenue, Arelious Walker Drive, and Earl Street as more particularly described and shown on Exhibit D-1 as Parcels 12, 13, 15 and 16 (collectively, the **Street Vacation Parcels**), which Street Vacation Parcels will be conveyed to Developer concurrently with close of escrow on the first phase of the trust exchange contemplated under this Agreement (**Initial Closing**), (2) a parcel that Developer may acquire in the future under an existing Option to Purchase (**Wintersteen Option Parcel**) as more particularly shown and described on Exhibit D-2, (3) a parcel currently owned by Michael Hamman that Developer will acquire in the future under a separate agreement (**Hamman Parcel**), as more particularly shown and described on Exhibit D-3; and (4) lands within the Project Area currently owned by Developer, as more particularly shown and described on Exhibit D-4.

F. Because conveyances to Developer of the Wintersteen Option Parcel and Hamman Parcel may occur after the Initial Closing of the trust exchange contemplated under this Agreement, this Agreement allows for subsequent closings that will terminate the trust on the Wintersteen Option Parcel and Hamman Parcel when acquired by Developer.

G. This Agreement allows for the recordation of an easement grant deed whereby the State will accept a Public Trust Easement over all of Parcel 9 and the Adjacent Submerged Lands at the Initial Closing (**Public Trust Easement Grant Deed**). This Initial Closing may be followed by one or more subsequent closings that will convey the underlying fee title to all or portions of Parcel 9 and the Adjacent Submerged Lands to the City, to be held by the Port, subject to the Trust, following the making of certain findings by the Commission and the Port as to the physical condition and suitability of the property, including completion of all remedial action as may be required by applicable Environmental Laws, as provided in Sections 8.b.i, 8.b.ii and 9.b.ii below, as applicable.

H. Filled Parcel 9 is expected to be improved and mitigated earlier than Submerged Parcel 9, including all remedial action as may be required by applicable Environmental Laws, as provided in Section 8.b.i below. Pursuant to a Development Agreement between the City and Developer (**Development Agreement**), Developer must construct India Basin Open Space in phases. Filled Parcel 9 is located within the future North Shoreline Park, adjacent to a development phase of the project called the Cove. Developer must complete the North Shoreline Park, including the development of Filled Parcel 9 (which includes all remedial action as may be required by applicable Environmental Laws as provided in Section 8.b.i below), by the time it has constructed 75% of the residential units within the Cove. Because the timing of the improvement and mitigation of Parcel 9 to an acceptable physical and environmental condition cannot be assured, and therefore the timing of conveyances to impress or confirm Parcel 9 into the Trust is not known, the Developer has agreed to pay \$200,000 into the Kapiloff Land Bank Fund in the event Filled Parcel 9 has not been impressed with the trust within ten (10) years of Initial Closing, as further provided in this Agreement.

I. The historic conveyances of the State's tidelands into private ownership and the partial reclamation of those lands has created substantial uncertainty as to the present configuration of Trust lands within the Project Area, Submerged Parcel 9 and Adjacent Submerged Lands. The Trust status of the lands originally conveyed to SSF Homestead, and of the lands conveyed by the BTLC that were never filled and reclaimed, is in dispute. In addition, the lands conveyed by the BTLC that have been filled and reclaimed, including much of the present waterfront, are understood by the parties to be free of the Trust, though no published court decision has specifically so held. As a result, within the Project Area, large portions of the shoreline are free of the Trust or have disputed Trust status, and the majority of the submerged lands are in private ownership with disputed Trust status. As a result, Trust lands held by the Port along the waterfront (which are not part of this Agreement) consist only of paper street fragments within the India Basin Open Space, separated by non-trust blocks. At the same time, the SSF Homestead lands, though mostly cut off from the water, cannot be developed without resolution of Trust title issues.

J. Developer has proposed a development plan for the Project Area (**Project**) that includes contributing private land to expand India Basin Open Space into a major waterfront park (**India Basin Park**), with connections to India Basin Shoreline Park and the historic Shipwright's Cottage to the north, and to the future Northside Park in the former Hunters Point Shipyard to the south. The Project requires the Developer to construct a network of new and improved parks and open spaces within the Project Area that will draw visitors to the immediately adjacent waterfront. The Project would also extend the Blue Greenway portion of the San Francisco Bay Trail, which connects China Basin to Candlestick Point, to include pedestrian and bicycle connections to and along the shoreline. Outside of India Basin Park, the Project would include development of a mixed-use project that would allow for residential, commercial, institutional, and recreational and art uses, and include space for a new childcare facility, grocery store, and community center, along with open space oriented towards local non-Trust uses. The Project will provide protections against sea-level rise and fund the ongoing maintenance of India Basin Park, 900 Innes, and India Basin Shoreline Park in perpetuity through a Community Facilities District. The Development Agreement authorizes development of the Project and related conveyances of land that depend on implementation of the exchange authorized herein.

K. Chapter 310 authorizes the City, subject to Commission approval, to exchange City property subject to the Trust 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) constitutes 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 be useful for the particular trust purposes specifically authorized in the Burton Act and have a value equal to or greater than the value of land to be exchanged out of the Trust. This Agreement sets forth the procedures for and the terms of an exchange pursuant to Chapter 310. The findings made in support of this Agreement are in accordance with Chapter 310.

L. The land exchange and title settlement described in this Agreement is needed to confirm or impress the Trust on the lands of greatest value to the Trust in the Project Area; to confirm as non-Trust, or terminate the Trust in, areas that are of little value to the Trust, thereby making development of those areas economically feasible; and to allow the Project Area to be used to the greatest benefit of the people of this State.

M. The exchange will place or confirm in the Trust all of the shoreline lands (approximately 8 acres) within the Project Area (including Filled Parcel 9), Submerged Parcel 9 (approximately 0.5 acre) and all of the Adjacent Submerged Lands (approximately 14 acres), and will terminate the Trust in approximately 14.5 acres of former tidelands within the Project Area that have been filled and reclaimed, are cut off from access to the waterfront, and are no longer needed for Trust purposes. Most of the Trust Termination Lands are lands previously conveyed by the State to private parties. The Parties dispute the Trust status of the Trust Termination Lands and the Parties wish to settle their claims pursuant to the exchanges contemplated by this Agreement.

N. The Parties have conducted independent studies and evaluations of the title evidence, the principles of law, and the merits of their legal positions. The Commission has reviewed an appraisal and other information prepared to analyze monetary value of the Trust Termination Lands and the Trust Addition Lands and has reached an independent conclusion regarding the value of these properties.

O. The land title transfers provided for in this Agreement will be accomplished through the following recorded conveyances, subject to the phasing, conditions of closing, and other terms and conditions of this Agreement:

1. City will convey to Developer all of its right, title and interest in the Street Vacation Parcels by quitclaim deed, excepting various reserved easements over portions thereof;

2. Developer will convey to City an easement for stormwater and wetlands over a portion of the Trust Addition Lands, consistent with Section 8.d of this Agreement;

3. City will convey to the Commission all of its right, title and interest in the Exchange Lands by quitclaim deed, subject to various easements and subject to the encumbrance of the Open Space Covenant consistent with Section 10.b.iv of this Agreement;

4. Developer will convey to the Commission all of its right title and interest in the Developer-Owned Exchange Lands by quitclaim deed;

5. After accepting the above conveyances, the Commission will convey to City all of its right title and interest in the Trust Addition Lands and the Adjacent Submerged Lands, to be held by Port subject to the Trust; and

6. After accepting the above conveyances, the Commission will convey by patent the Trust Termination Lands to Developer in part and to City in part, free of the Trust.

P. The San Francisco Board of Supervisors, by Ordinance 252-18, adopted on October 23, 2018, approved this Agreement and authorized the Port, RecPark and the City's Director of Real Estate to enter into this Agreement on behalf of the City. The San Francisco Port Commission approved this agreement by Resolution 18-60 adopted on October 23, 2018. The San Francisco Recreation and Park Commission approved this agreement by Resolution 1810-007 adopted on October 18, 2018. The Commission approved this Agreement by Staff Report No. 40 at its meeting of February 23, 2021.

## **AGREEMENT**

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

1. Conveyances to Effectuate Exchange. Subject to the conditions of closing and other terms and conditions of this Agreement, the Parties shall make the following conveyances of property:

a. City Conveyance of Street Vacation Parcels to Developer. City shall convey, remise, release, and forever quitclaim to Developer all of City's right, title, and interest in the Street Vacation Parcels, subject to certain reserved easements. The conveyance shall be by Quitclaim Deed in the form of Exhibit E (Form of City Quitclaim Deed (Street Vacation Parcels)).

b. Developer Conveyance of Stormwater and Wetlands Easement to City. Developer shall grant to City an easement over a portion of the Trust Addition Lands for stormwater and wetlands purposes in the form of Exhibit F (Form of Stormwater and Wetland Easement to be held by City).

c. City Conveyance to State. City shall convey, remise, release, and forever quitclaim to the Commission all of City's right, title, and interest, including any right, title and interest held in trust pursuant to the Burton Act, in the Exchange Lands, subject to the Stormwater and Wetlands Reserved Easements described in Section 8.d below and the encumbrance of the Open Space Covenant described in Section 10.b.iv below. The conveyance shall be by Quitclaim Deed in the form of Exhibit G (Form of City Quitclaim Deed).

d. Developer Conveyance to State. Developer shall convey, remise, release, and forever quitclaim to the Commission all of Developer's right, title, and interest in the Developer-Owned Exchange Lands and the Adjacent Submerged Lands, which conveyance shall be by quitclaim deed in the form of Exhibit H (Form of Developer Quitclaim Deed). At the Initial Closing, Developer shall convey to the Commission a Public Trust Easement over Parcel 9 and the Adjacent Submerged Lands, which conveyance shall be by deed in the form of Exhibit L (Form of Public Trust Easement Grant Deed).

e. State Conveyance of Trust Addition Lands to Port. Upon accepting the Trust Addition Lands or Adjacent Submerged Lands, the Commission shall convey, remise, release, and forever quitclaim, in trust, to the City all of the State's right, title, and interest (including any right, title, and interest existing by virtue of its sovereignty) in the Trust Addition Lands and Adjacent Submerged Lands, which conveyance shall be by Patent in the form of Exhibit I (Form of Public Trust Patent), and the lands conveyed shall be held by Port as sovereign lands subject to the Trust. At the Initial Closing, as to any portion of Parcel 9 or the Adjacent Submerged Lands in which Developer conveyed to the Commission a Public Trust Easement, the Commission shall convey to the City by patent a Public Trust Easement, to be held by the Port, which conveyance shall be in the form of Exhibit O (Form of Public Trust Easement Patent).

f. State Conveyance of Developer Trust Termination Lands to Developer. Upon accepting the Trust Termination Lands, the Commission shall convey, remise, release, and forever quitclaim to Developer all of the State's right, title, and interest (including any right, title, and interest existing by virtue of its sovereignty) in that portion of the Trust Termination Lands to be owned by Developer (**Developer Trust Termination Lands**), which conveyance shall be by Patent in the form of Exhibit J (Form of Developer Trust Termination Patent for Developer



Trust Termination Lands) and shall specifically release and terminate any Trust interest in the lands conveyed.

g. State Conveyance of City Trust Termination Lands to City. Upon accepting the Trust Termination Lands, the Commission shall convey, remise, release, and forever quitclaim to City all of the State's right, title, and interest (including any right, title, and interest existing by virtue of its sovereignty) in that portion of the Trust Termination Lands to be owned by City (**City Trust Termination Lands**), which conveyance shall be by Patent in the form of Exhibit K (Form of City Trust Termination Patent for City Trust Termination Lands), and shall specifically release and terminate any Trust interest in the lands conveyed, and these lands shall be held by the City's Real Estate Division free of the Trust.

2. Conveyance Order and Phasing.

a. The conveyances listed in Section 1 shall be effected as a single closing phase, or multiple closing phases, as described in this Section 2. At a minimum, the first closing phase (**Initial Closing Phase**) will include all Exchange Lands other than the Hamman Parcel, Wintersteen Option Parcel, Parcel 9 and the Adjacent Submerged Lands.

b. If the Wintersteen Option Parcel or the Hamman Parcel is not included in the Initial Closing Phase, then one or more subsequent closing phases will occur on or after the date that Developer acquires title to the Wintersteen Option Parcel and acquires title to the Hamman Parcel; in each such case, the Wintersteen Option Parcel and the Hamman Parcel shall be conveyed in accordance with the procedures under Section 1.c (City Conveyance to State); 1.d (Developer Conveyance to State); and 1.f (State Conveyance of Developer Trust Termination Lands to Developer).

c. Parcel 9 and the Adjacent Submerged Lands will not be included as part of the Initial Closing Phase, but at the Closing for the Initial Closing Phase, Developer will convey to the Commission, and the Commission will patent to the City (to be held by the Port), a Public Trust Easement over Parcel 9 and the Adjacent Submerged Lands in accordance with Section 8.a. The Initial Closing Phase will be followed by one or more subsequent closings that will occur: (i) with respect to Filled Parcel 9, on or after the date on which Filled Parcel 9 has been improved as part of the North Shoreline Park and mitigated according to the requirements in Section 8.b.i below; and (ii) with respect to Submerged Parcel 9 or the Adjacent Submerged Lands, the date on which the Commission makes the findings set forth in Section 8.b.ii. When the applicable requirements set forth in the preceding sentence have been satisfied for Filled Parcel 9, Submerged Parcel 9 or the Adjacent Submerged Lands, the lands for which the findings have been made shall be conveyed in accordance with the procedures under Section 1.c (City Conveyance to State); 1.d (Developer Conveyance to State); and 1.e (State Conveyance of Trust Addition Lands to Port).

d. Each conveyance in the Initial Closing Phase above shall be recorded in the public records of the City and County of San Francisco (**Public Records**) sequentially and on the same day. Conveyances for subsequent closing phases, if any, shall likewise be recorded sequentially in the Public Records.

3. State Minerals Reservation. The Commission excepts from the conveyances of the Trust Addition Lands made by the Commission pursuant to this Agreement and reserves unto the State, 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 Trust Addition Lands hereafter conveyed to the Port pursuant to this Agreement. 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 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: (1) enter upon, use or damage the surface of the lands or interfere with the use of the surface by Port or Port's successor, assigns, or lessees; or (2) 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 Port or its successors or assigns.

4. Commission Findings. The Commission, effective upon recordation of this Agreement, makes the following findings as required by Chapter 310 and to comply with Article X section 3 of the California Constitution:

a. The Trust Termination Lands have been filled and reclaimed and are cut off from access to the waters of San Francisco Bay

b. The lands or interests in lands in which the Trust will be terminated constitute a relatively small portion of the lands granted to the City and County of San Francisco and are no longer needed or required for the promotion of the Trust.

c. No substantial interference with Trust uses and purposes will ensue by virtue of the exchange.

d. The lands or interests in lands to be confirmed or impressed with the Trust have a value equal to or greater than the value of the lands or interests in lands removed from the Trust.

5. Additional Findings. The Commission has found that there are title and boundary disputes concerning the Project Area, Submerged Parcel 9 and the Adjacent Submerged Lands; and that this Agreement is in settlement of a title and boundary problem and is therefore exempt from the California Environmental Quality Act pursuant to Public Resources Code section 21080.11. The City has also completed a Final Environmental Impact Report for the Project, which was certified by the San Francisco Planning Commission on July 26, 2018 (Planning Department Case No. 2014-002541ENV; State Clearinghouse No. 2016062003) (**India Basin EIR**).

6. Closing. "Closing" or "Closing Date" shall mean for each phased closing, the date that the conveyances described in Section 1 above and applicable to that phase are recorded in the Public Records. The Closing shall be consummated through an escrow account opened through the offices of **Chicago Title Company (Title Company)** (the "Escrow"). Upon satisfaction of all pre-conditions to Closing required pursuant to the Development Agreement, Developer and City shall establish an escrow with the Title Company and City shall provide

written notice to the Executive Officer of the Commission (**Executive Officer**) and designated representative of Developer (**Closing Notice**). The Closing Notice shall include 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 City's or Developer's responsibility and control. The Parties shall use commercially reasonable efforts to close within 90 days of receipt of the Closing Notice so long as no additional Commission approval is necessary.

7. Procedures for Adjusting Parcel Boundaries. The Parties anticipate that a number of development approvals within the Project Area, including the approval of detailed infrastructure plans, subdivision maps, and parcel maps, will be obtained after the effective date of this Agreement and, in some cases, after the exchange has closed. The engineering and design information developed in connection with those approvals will assist in determining the precise location of land parcel boundaries and of project infrastructure. Accordingly, minor adjustments to the boundaries between the Trust Addition Lands and the Trust Termination Lands, as those boundaries are described or depicted in the exhibits to this Agreement, or as they may be described in deeds implementing this Agreement, may become necessary or desirable as more detailed site information is developed. Such a change (**Parcel Boundary Adjustment**) shall proceed according to the following procedures and shall not be deemed an amendment to this Agreement:

a. The City and Port (with the consent of Developer if the adjustment would affect the boundary line of property to be conveyed to Developer) may request from the Executive Officer approval of a Parcel Boundary Adjustment. The City, Port, or Developer shall provide the Executive Officer with any maps, legal descriptions, surveys, or other information necessary to review the proposed Parcel Boundary Adjustment. The Executive Officer may approve the Parcel Boundary Adjustment if he or she finds in his or her sole discretion that the Parcel Boundary Adjustment would not constitute a material change in parcel boundaries. If the Executive Officer determines that the proposed Parcel Boundary Adjustment would constitute a material change in parcel boundaries, he or she shall refer the Parcel Boundary Adjustment to the Commission, whose consideration of the referral shall proceed pursuant to Section 7.b.

b. The Commission may approve a Parcel Boundary Adjustment if it determines that the Parcel Boundary Adjustment, based on proposed maps, legal descriptions, surveys or other information, would not constitute a material change in parcel boundaries, or would constitute a material change in parcel boundaries and the Commission makes the findings set out in Section 4 of this Agreement as to the revised Trust configuration. The Commission shall not unreasonably delay or withhold its approval, subject to the required findings.

c. Following Executive Officer or Commission approval, City, Port, Developer, and Commission staff shall cooperate in the actions necessary to effectuate the Parcel Boundary Adjustment, including, as necessary, the preparation of legal descriptions, deeds, and revised exhibits to this Agreement, at Developer's sole cost and expense. The Parties shall prepare, execute, and record a Memorandum of Parcel Boundary Adjustment including all revised exhibits, which shall, upon recordation, be deemed to replace the corresponding exhibits to this Agreement. If an approved Parcel Boundary Adjustment affects lands previously conveyed pursuant to this Agreement, the Parties shall cooperate in undertaking any

conveyances, lot line adjustments or other actions necessary to effectuate the Parcel Boundary Adjustment as to such lands.

8. Public Trust Easement; Reserved Easements.

a. Public Trust Easement. At the Initial Closing, Developer shall convey an easement that the Commission shall accept in the legal character of tide and submerged lands covering Parcel 9 and the Adjacent Submerged Lands (collectively, the **Public Trust Easement Parcels**). The Public Trust Easement Grant Deed shall be substantially in the form of Exhibit L (Form of Public Trust Easement Grant Deed). The Commission shall then patent the Public Trust Easement to the Port. The Patent shall be substantially in the form of Exhibit O (Form of Public Trust Easement Patent), as described in Section 1.e.

b. Conveyance of Fee in Public Trust Easement Parcels.

i. Filled Parcel 9. Pursuant to the Development Agreement between the City and Developer (Development Agreement), Developer must improve and mitigate Filled Parcel 9 in connection with its construction of the future North Shoreline Park, at which time, the final landward and waterward boundaries between Filled Parcel 9 and Submerged Parcel 9 will be established and surveyed, and the condition of Filled Parcel 9 will have been mitigated as required by any applicable Environmental Laws, including having undergone all required remedial action to the extent required. At such time as Developer has improved and mitigated the condition of Filled Parcel 9 as part of the North Shoreline Park (including all remedial action to the extent applicable), Developer shall notify the Commission and provide the Commission with the survey of the boundaries of Filled Parcel 9 and a final project report and Maher certification statement, approved by the San Francisco Department of Public Health, indicating that Filled Parcel 9 has been improved and mitigated (including remedial action to the extent required) pursuant to San Francisco Health Code Article 22A. Following such notification, the Commission may find that Filled Parcel 9 is suitable to be conveyed in fee and accepted by the State in the legal character of tide and submerged lands. If such finding is made, and subject to the Executive Officer's and the Port's approval of the physical condition and condition of title of the portion of Filled Parcel 9 to be conveyed and the other conditions of closing set forth in this Agreement, the applicable portion of Filled Parcel 9 will be conveyed as Trust Addition Lands, subject to the Trust, in accordance with the procedures under Section 1.c (City Conveyance to State); 1.d (Developer Conveyance to State); and 1.e (State Conveyance of Trust Addition Lands to Port). Upon such conveyance, the easement granted by the Public Trust Easement Grant Deed shall terminate as to the lands conveyed.

ii. Submerged Parcel 9/Adjacent Submerged Lands. The San Francisco Bay Regional Water Quality Control Board (**Board**) has been designated by CalEPA as the lead regulatory oversight agency for site cleanup. The City or the Port shall notify the Executive Officer of the Commission promptly upon receipt of a Certification, Certificate of Completion, or No Further Action letter regarding all or any portion of Submerged Parcel 9 or the Adjacent Submerged Lands from the Board indicating that mitigation as needed for reasonably expected future uses is complete and no further remedial action is warranted. Following notification, the Commission may find that the land is suitable to be conveyed in fee and accepted by the State in the legal character of tide and submerged lands. If such finding is made, and subject to the Executive Officer's and the Port's approval of the physical condition

and condition of title of the lands to be conveyed and the other conditions of closing set forth in this Agreement, the applicable portion of Submerged Parcel 9 or the Adjacent Submerged Lands will be conveyed as Trust Addition Lands, subject to the Trust, in accordance with the procedures under Section 1.c (City Conveyance to State); 1.d (Developer Conveyance to State); and 1.e (State Conveyance of Trust Addition Lands to Port). Upon such conveyance, the easement granted by the Public Trust Easement Grant Deed shall terminate as to the lands conveyed.

iii. Kapiloff Payment in lieu of Fee Transfer. If Filled Parcel 9 has not been conveyed pursuant to Section 8.b.i in accordance with the requirements thereof within ten years of the date of the initial Closing (the **Parcel 9 Outside Date**), the Parties will meet in good faith to discuss strategies that would achieve the Parties' goal of having Filled Parcel 9 conveyed to the State subject to the Trust within a reasonable time after the Parcel 9 Outside Date. Such strategies may include an early conveyance in advance of written certification of remediation (if approved by the State in its sole discretion) or a reasonable extension of the Parcel 9 Outside Date if the Executive Director finds that Developer is actively and diligently pursuing the improvement and mitigation of Parcel 9 (including any remedial action as may be required under Section 8.b.i hereof) and/or provides adequate security for the completion of the work. If the Parties are unable to reach written agreement on a strategy within ninety (90) days after the Parcel 9 Outside Date (as may be extended by mutual agreement or as may be necessary to obtain approval of the agreement by the Commission, the Port Commission and the Board of Supervisors to the extent necessary), Developer shall pay \$200,000 to the Commission, acting as trustee for the Kapiloff Land Bank Fund, pursuant to Public Resources Code Section 8625(a) (**Kapiloff Payment**). The Kapiloff Payment shall be non-refundable and shall not terminate the Public Trust Easement or any obligation under this Section 8. The Commission intends to expend the Kapiloff Payment within the City, but its obligation to do so shall be non-binding.

c. Stormwater and Wetlands Reserved Easements. The Parties acknowledge that the form of Quitclaim Deed from the City to the State of the Trust Addition Lands reserves in favor of the City an easement for various stormwater and wetlands purposes over the Stormwater and Wetlands Easement Area described in Exhibit 2 to Exhibit G (Stormwater and Wetlands Easement Reservation), subject to prior encumbrances. The Stormwater and Wetlands Easement Reservation will be for various stormwater and wetlands purposes as more particularly described in Exhibit G, provided that the City will exercise its rights thereunder in a manner that will not interfere with Trust purposes on the Trust Addition Lands. The Parties anticipate that at or after the Closing, the City will convey certain of its rights under the Stormwater and Wetlands Easement Reservation to Developer (or an affiliate of Developer) for the benefit of Developer's adjacent lands, which conveyance will be in form and substance, acceptable to Developer and City.

9. Conditions Precedent to Closing.

a. Legal Descriptions. It is a condition precedent to a Party's obligation to close escrow for the conveyance or acceptance of real property that the Party has approved the legal description for the real property, which approval shall not be unreasonably withheld. For the Commission, the Executive Officer may grant such approval; for City, approval shall be

given by both the Director of Real Estate for the City and the Port Executive Director; for Developer, approval shall be given by an authorized representative.

b. Commission's Closing Conditions. As a condition precedent to the Commission's obligation to close escrow, the Executive Officer shall have approved:

i. The condition of title and the form of a CLTA title insurance policy to be issued by the Title Company, in the amount of coverage reasonably requested, for the Trust Addition Lands.

ii. The physical condition of the Trust Addition Lands to be conveyed in the Closing, which may include, without limitation, a determination that work on the Trust Addition Lands is subject to enforceable mitigation measures and project components prescribed in the India Basin EIR regarding Waste or Hazardous Substances, including measures that require Developer to: (1) prepare and implement a Site Mitigation Plan for areas above the mean high-water line where development activities involving subsurface disturbance will occur; (2) prepare and implement a Nearshore Sediment and Materials Management Plan for areas below the mean high-water line for any work bayward of the mean high-water line; and (3) take all required remedial action identified in the foregoing plans to protect human health and the environment with respect to Hazardous Substances in compliance with applicable Environmental Law. For purposes of this Agreement: (1) "**Hazardous Substances**" shall mean any substance which is defined or regulated under any Environmental Law; (2) "**Waste**" shall have the definition given in California Water Code section 13050; and (3) "**Environmental Law**" shall mean all present and future federal, state and local laws, statutes, ordinances, regulations, rules, judicial and administrative orders and decrees, permits, licenses, approvals, authorizations and similar requirements pertaining to the protection of human health and safety or the environment.

iii. The Record of Survey described in Section 12 of this Agreement.

c. City's and Port's Closing Conditions. As a condition precedent to City's and Port's obligation to close escrow, all of the following shall have occurred:

i. The Executive Director of the Port and the General Manager of RecPark each shall have approved the matters described in Sections 9.b.i through 9.b.iii above.

ii. Developer shall have satisfied all conditions precedent to the City's obligation to close on the exchange as set forth in the Development Agreement, and Developer shall not be in default under the Development Agreement.

d. Developer's Closing Conditions. As a condition precedent to the Developer's obligation to close escrow, City shall have satisfied all conditions precedent to Developer's obligation to close on the exchange as set forth in the Development Agreement, and City shall not be in default under the Development Agreement.

#### 10. Deposits into Escrow.

a. Commission Deposits. At least 2 business days prior to a Closing, the Commission shall deposit the following documents, if applicable to that Closing, into escrow:

i. A certified copy of the Minute Item for Staff Report No. 40, of the Commission's public hearing on February 23, 2021, showing the Commission's approval of this Agreement.

ii. With respect to Parcel 9 and the Adjacent Submerged Lands only, a certified copy of the Minute Item for the Staff Report in which the Commission found the applicable lands suitable for conveyance under Section 8.b.

iii. The Executive Officer's written approval of (A) the condition of title to the Trust Addition Lands as shown in pro forma title commitments in coverage amounts acceptable to the Executive Officer, (B) the form of title insurance to be issued, and (C) the physical condition of the Trust Addition Lands.

iv. If not previously recorded, this Agreement, duly signed and attested; if previously recorded, a conformed copy of this Agreement in paper or electronic format.

v. A duly signed and attested patent in the form of Exhibit J, transferring to the Developer the Developer Trust Termination Lands, free of the Trust.

vi. A duly signed and attested patent in the form of Exhibit K, transferring to the City the City Trust Termination Lands, free of the Trust.

vii. A duly signed and attested patent in the form of Exhibit I transferring to City the Trust Addition Lands, to be held by Port subject to the Trust.

viii. A duly signed and acknowledged patent substantially in the form of Exhibit O, conveying to the City a Public Trust Easement in the Public Trust Easement Parcels, to be held by the Port.

b. City Deposits. At least 2 business days prior to a Closing, City shall deposit the following documents, if applicable to that Closing, into escrow:

i. Certified copies of Board of Supervisors Ordinance No. 252-18 adopted on October 23, 2018, Port Commission Resolution 18-60 adopted on October 23, 2018, and Recreation and Parks Commission Resolution 1810-07, adopted on October 18, 2018, each authorizing entry into this Agreement.

ii. A duly signed and acknowledged quitclaim deed from City in the form of Exhibit E, transferring to the Developer all of City's right, title and interest in the Street Vacation Parcels.

iii. A duly signed and acknowledged Easement Agreement from Developer to City in the form of Exhibit F.

iv. An open space covenant in the form of Exhibit N governing RecPark operation and management of certain Public Trust Lands for park and open space use, to be recorded prior to recordation of the City's Quitclaim Deed to the Commission.

v. A duly signed and acknowledged quitclaim deed from City in the form of Exhibit G, transferring to the Commission all of City's right, title and interest in the Exchange Lands, including any interest held by the City as trustee under the Burton Act.

c. Developer Deposits. At least 2 business days prior to a Closing, Developer shall deposit the following documents, if applicable to that Closing, into escrow:

i. A duly signed and acknowledged quitclaim deed from Developer in the form of Exhibit H, transferring to the Commission all of Developer's right, title and interest in the Developer-Owned Exchange Lands.

ii. A duly signed and acknowledged Public Trust Easement Grant Deed substantially in the form of Exhibit L, conveying to the State a Public Trust Easement in the Public Trust Easement Parcels.

iii. Pro forma CLTA title insurance commitments for the Trust Addition Lands, in a form and with coverage amounts approved by the Commission.

d. All patents, quitclaim deeds, and grant deeds deposited into escrow which name either City, Port, or the Commission as grantee shall include a certificate of acceptance duly executed by the grantee (which certificate may be deposited into escrow separately by the grantee). The Parties shall also submit all appropriate attestations or acknowledgments and any ancillary documents required by state law or the City's Assessor-Recorder, such as an executed Transfer Tax Affidavit and executed Preliminary Change of Ownership Report.

e. The Parties shall submit to the escrow agent joint escrow instructions substantially conforming to the foregoing, together with any supplemental instructions necessary to effectuate the intent of this Agreement as may be agreed to in writing by the Parties.

11. Close of Escrow and Recordation. The joint escrow instructions shall direct the escrow agent to notify the Parties, upon the agent's receipt of all documents listed and described in the escrow instructions, of its intention to close escrow and to record this Agreement, if not already recorded, and all deeds and patents pertaining to the Closing, in the manner specified in, and subject to the requirements of, the escrow instructions.

12. Records of Survey. Within 30 days following a Closing, City or Port shall record (or cause to be recorded) in the Public Records a record of survey, reviewed and approved by the Parties and based on field surveys, showing the boundaries of the Trust Addition Lands and Trust Termination Lands. Each record of survey shall establish the physical location of boundaries and shall define same with sufficient controlling monuments appropriately placed. If any boundaries shown on a record of survey are later the subject of a Parcel Boundary Adjustment pursuant to Section 7 of this Agreement, City or Port shall place or cause to be placed monuments sufficient to establish the adjusted boundary and shall file or cause to be filed in Public Records a record of survey, reviewed and approved by the Commission, reflecting the Parcel Boundary Adjustment. Developer shall be responsible for the costs of preparing and



recording any survey required by this section. The Commission's approval of the survey may be given by its Executive Officer.

13. Impacts of Sea Level Rise.

a. The exchange authorized by this Agreement is intended to establish with certainty the boundary between lands free of the Trust and lands subject to the Trust within the Project Area, which boundary is intended to be fixed and not subject to change by erosion, accretion, reliction, or submergence, whether due to natural or artificial causes. However, if lands established as free of the Trust should later become submerged or subject to the ebb and flow of the tide below the elevation of mean high water, whether due to erosion or sea level rise (**Inundation**), those lands, for so long as the condition of Inundation exists, shall be subject to an easement in favor of the Public Trust (**Inundation Easement**); provided, however, that the Inundation Easement shall not attach until Inundation has existed continuously for five years. Prior to the attachment of the Inundation Easement, neither the Inundation Easement nor the Commission shall prevent the right of any owner of the inundated lands to reclaim or otherwise restore the lands to their pre-Inundation condition so long as the owner has begun activities to exercise this right within one year after Inundation. An owner's submittal of an application for any permit required for reclamation or restoration and reasonable efforts to complete the permitting process is sufficient, but not necessary, evidence that the owner has begun to exercise the right to reclamation or restoration provided herein. The Commission may delay the attachment of the Inundation Easement for a specified period by resolution based upon its finding that reclamation or restoration could not be completed within the five-year period of Inundation specified herein.

b. Nothing in this Agreement obligates 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. Further, nothing in this Agreement shall be construed as creating any duty on the part of the City or the Commission to the owners or lessees of any properties within the Project Area to provide protection against sea level rise, inundation from any cause, avulsions, or tsunamis.

c. Nothing in this Section is intended to limit (a) rights a Party may have under applicable law to take actions to preserve the boundaries established by this Agreement, including without limitation the rights of a Party to undertake measures to protect its property, including lands freed from the Trust at the locations established pursuant to this Agreement, or to file an action within the applicable limitations period to preserve the title interests of such lands established by this Agreement, or (b) rights the public has under applicable law to navigate, fish, or otherwise use navigable waters on Inundated lands, including but not limited to any rights arising under *Bohn v. Albertson* (1951) 107 Cal.App.2d 738 and *People ex rel. Baker v. Mack* (1971) 19 Cal.App.3d 1040.

14. Judicial Confirmation of Validity of Settlement. Any Party may choose to submit the settlement embodied in this Agreement to a court of competent jurisdiction to confirm the validity of the settlement by court judgment pursuant to California Code of Civil Procedure section 860 et seq. The Parties shall cooperate in obtaining such a confirmatory judgment. 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. Except as the

Parties may otherwise agree, Developer shall be responsible for all costs incurred by the Commission and the City associated with their participation in a judicial action initiated by Developer pursuant to this section, including without limitation reasonable attorneys' fees and costs.

15. Effect of a 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 or take other action necessary to achieve the intent of this Agreement in a manner consistent with the ruling of the court.

16. Indemnification and Defense of Claims.

a. Developer shall indemnify, defend and hold harmless the Commission, Port and the City, and each of their respective officers, agencies, commissions, and employees from and against any and all claims, liabilities, losses, costs and expenses (collectively "**Claims**"), including, without limitation, third party Claims and Claims by any governmental agency, in any such case, relating to any Waste or Hazardous Substances that (i) as of the date of a Closing, are located at, on, over, under, migrate to, or flowing through any portion of (A) the Trust Addition Lands owned by Developer immediately prior to the Closing that are conveyed by Developer in fee at the Closing, or (B) the City Trust Termination Lands that are owned by Developer immediately prior to the Closing and are conveyed by Developer in fee at the Closing, (ii) at any time, whether before or after a Closing, result from any remediation activities or improvements to Trust Addition Lands or City Trust Termination Lands performed by or on behalf of Developer, and (iii) at any time, whether before or after a Closing, are located at, on, over, under, or flowing through any portion of (A) the Developer Trust Termination Lands or (B) any portion of the Public Trust Easement Parcels for which the Public Trust Easement remains in effect. To the extent that the Public Trust Easement is terminated by conveyance of a Public Trust Easement Parcel, as contemplated under Section 8.b hereof, such Public Trust Easement Parcel shall automatically be treated as Trust Addition Lands for purposes of Developer's indemnity obligations under this Section 16.

b. Without limiting the obligations of Developer in Section 16.a, City shall indemnify, defend and hold harmless the Commission and its respective officers, agencies, commissions, and employees from and against any and all Claims, including third party Claims and Claims by any governmental agency, relating to any Hazardous Substances that as of the date of a Closing are located at, on, over, under, or flowing through any portion of the Trust Addition Lands, or any portion of the City Trust Termination Lands, that is owned by the City immediately prior to the Closing and conveyed to the State at the Closing, except to the extent the Claim relates to remediation activities or improvements to Trust Addition Lands performed by or on behalf of Developer.

c. The Parties agree to use reasonable efforts to defend this 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,

Developer shall reimburse the Commission, Port and City 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, Port, or City, and including but not limited to any award of attorney fees made by a court of competent jurisdiction against the Commission, Port, or City, on such reasonable terms and conditions as the Parties may establish by separate agreement. Nothing in this Section limits the discretion of the Commission, Port, or City, to conduct its own defense or take the lead in its own defense.

17. Fairfax Avenue Trust Parcels. The Parties agree that those portions of Fairfax Avenue described as Parcel AA and Parcel BB on that certain Quitclaim Deed from the City and County of San Francisco to the Ferrari Bros. dated November 13, 1986, and recorded on November 20, 1987, at Reel E 474, Image 888, in the Public Records, and also described as Parcels C and D on that certain "Map of East India Basin Business Park" filed on May 4, 1988, in Book Y of Subdivision Maps, at Pages 18 and 19, are held by the Port subject to the Trust. The Parties are hereby estopped to assert that said Quitclaim Deed conveyed any right, title, or interest in the parcels or removed the parcels from the Trust.

18. Execution Before a Notary Public. All signatures of the Parties to this Agreement 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 Public Records. The Governor's signature shall be attested to by the Secretary of State.

19. Agreement for Compromise and Settlement. It is expressly understood by the Parties that the provisions set forth in this Agreement have been agreed upon for purposes of compromising and settling disputed interests in the Exchange Lands.

20. 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 Trust Addition Lands authorized by the Development Agreement or other permits and approvals.

21. Agreement Not To Encumber. Except to the extent consistent with the purposes of this Agreement, or as otherwise provided herein, 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 the Exchange Lands prior to the consummation of the transfers of those parcels as provided for herein, without the prior written consent of the Party to receive fee title following consummation of the transfer, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Developer may mortgage, pledge or hypothecate its fee interest in any Exchange Lands that will be ultimately conveyed to the City under this Agreement without prior written consent so long as the terms of any such encumbrance require a full release of such encumbrance as to the applicable Exchange Lands prior to the consummation of the transfer.

22. 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.

23. Allocation of Costs and Expenses. Developer 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. Developer shall also pay all closing costs, including without limitation all expenses and fees associated with any title insurance policy, and reasonable costs for Commission staff review pursuant to a separate written Reimbursable Agreement.

24. No Admission or Effect if Agreement Not Made Effective. If 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 Project Area, Submerged Parcel 9 or Adjacent Submerged Lands.

25. No Effect on Other Lands. The provisions of this Agreement do not constitute, nor are they to be construed as, an admission by any Party or evidence concerning the boundaries, physical character, or character of title to or interest in any lands outside the Project Area, Submerged Parcel 9 and Adjacent Submerged Lands.

26. No Damages. No party shall have any remedy for monetary damages against another party for breach of this Agreement, excepting recovery of attorneys' fees to the extent provided by this Agreement, and excepting any indemnification required by this Agreement.

27. 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 electronic mail in addition to one of the above methods, at the addresses listed below:

**Commission:**

State Lands Commission  
100 Howe Avenue, Suite 100 South  
Sacramento, CA 95825-8202  
Attn: Seth Blackmon, Chief Counsel  
Email: Seth.Blackmon@slc.ca.gov

**With copies to:**

Office of the Attorney General  
State of California  
1515 Clay Street, 20th Floor  
Oakland, CA 94612  
Attn: David Alderson

Email: David.Alderson@doj.ca.gov

**City:**

Port of San Francisco  
Pier 1  
San Francisco, CA 94111  
Attn: Elaine Forbes, Executive Director  
Email: elaine.forbes@sfport.com

San Francisco Recreation and Parks Department  
McLaren Lodge  
501 Stanyan Street  
San Francisco, California 94117  
Attn: Phil Ginsburg, General Manager  
Email: phil.ginsburg@sfgov.org

**With copies to:**

City and County of San Francisco  
Real Estate Division  
25 Van Ness Avenue, Suite 400  
Attn: Andrico Penick, Acting Real Property Director  
Email: andrico.penick@sfgov.org

Port of San Francisco  
Pier 1  
San Francisco, CA 94111  
Attn: Michelle Sexton, Port General Counsel  
Email: michelle.sexton@sfgov.org

San Francisco City Attorney's Office  
City Hall, Rm. 234  
1 Dr. Goodlett Place  
San Francisco, CA 94102  
Attn: Charles Sullivan, Deputy City Attorney  
Email: charles.sullivan@sfcityatty.org

**and**

Shute, Mihaly & Weinberger, LLP  
396 Hayes St.  
San Francisco, CA 94102  
Attn: Bill White  
Email: white@smwlaw.com

**Developer:**

Build, Inc.  
315 Linden Street  
San Francisco, CA 94102  
Attn: Lou Vasquez  
Email: lou@buildsf.com

**with a copy to:**

Gibson, Dunn & Crutcher LLP  
555 Mission Street, Suite 3  
San Francisco, CA 94105-0921  
Attn: Neil H. Sekhri, Esq.  
Email: nsekhri@gibsondunn.com

28. Acceptance of Conveyances and Consent to Recording. By their execution of this Agreement, the Parties each agree to accept the conveyance of rights, titles, and interests in land referred to in this Agreement, subject to the approvals and conditions described in this Agreement, and consent to the recording of this Agreement and other documents executed pursuant to this Agreement.

29. 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.

- a. If the Party is the Commission: by the Commission, as may be evidenced by appropriate document executed by the Executive Officer of the Commission.
- b. If the Party is City or Port: by the Executive Director of the Port.
- c. If the Party is Developer: by Developer's authorized representative.

30. Correction of Technical Errors. If by reason of inadvertence, and contrary to the intention of the Parties, 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 by mutual agreement may correct such error by memorandum reflecting the intent of the Parties concerning the relevant exhibits, legal descriptions, or other provisions at the time of approval and execution of this Agreement. The Executive Officer of the Commission, the Executive Director of the Port, the RecPark General Manager, and Developer, as applicable, may approve and execute such a "**Memorandum of**

**Correction”** without the necessity of amendment of this Agreement. Such Memorandum shall be recorded.

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

32. Modification. Except as explicitly stated in this Agreement, no modification, amendment, or alteration of this Agreement shall be valid unless in writing and signed by the Parties to this Agreement.

33. 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.

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

35. Effective Date. This Agreement shall become effective upon execution by all Parties and the Governor. For purposes of bringing a validation action under Section 14, this Agreement shall be deemed entered into upon execution by the Executive Officer of the Commission, who shall be the last to sign prior to the signature of the Governor.

36. Termination. If the Closing of the Initial Closing Phase has not Closed by the date that is 3 years from the Effective Date hereof, this Agreement shall terminate and be of no further force and effect unless extended in writing by both the City and the Commission, each in their sole and absolute discretion. In the event the Development Agreement terminates prior to the Closing of the Initial Closing Phase, then the City and Commission, by mutual written agreement, may terminate this Agreement without the consent of Developer.

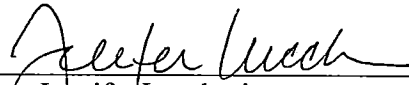
37. Exhibits A through O. Exhibits A through O, inclusive, are attached to this Agreement and are incorporated by reference.

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: 9/30/2021

By:   
Jennifer Lucchesi  
Executive Officer

Approved as to form:

Robert Bonta  
Attorney General of the  
State of California

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

SIGNED IN COUNTERPART  
By: \_\_\_\_\_  
Stephanie Lai  
Deputy Attorney General

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



STATE OF CALIFORNIA  
STATE LANDS COMMISSION

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

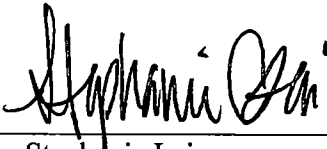
SIGNED IN COUNTERPART

By: \_\_\_\_\_  
Jennifer Lucchesi  
Executive Officer

Approved as to form:

Robert Bonta  
Attorney General of the  
State of California


DATED: 9/30/21

By:  \_\_\_\_\_  
Stephanie Lai  
Deputy Attorney General

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

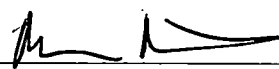
DATED: 8/4/2021

CITY AND COUNTY OF SAN  
FRANCISCO, a municipal corporation

By:   
Carmen Chu,  
San Francisco City Administrator

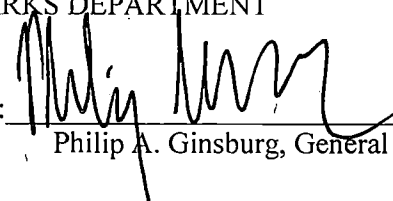
DATED: 8/19/21

CITY AND COUNTY OF SAN  
FRANCISCO, acting by and through the  
SAN FRANCISCO PORT COMMISSION  
as a trustee under Chapter 1333 of the  
Statutes of 1968

By:   
~~Elaine Forbes, Executive Director~~  
Michael Martin, Acting Executive Director


DATED: 8/13/21

SAN FRANCISCO RECREATION AND  
PARKS DEPARTMENT

By:   
Philip A. Ginsburg, General Manager

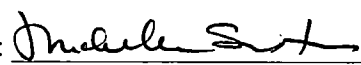
DATED: 8/5/21

SAN FRANCISCO REAL ESTATE  
DEPARTMENT

By:   
Andrico Q. Penick,  
Director of Property

Approved as to form:  
Dennis Herrera  
San Francisco City Attorney

DATED: 8/4/2021

By:   
Michelle Sexton  
Port General Counsel

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

DATED: 8/2/2021

**"DEVELOPER"**

India Basin Investment, LLC,  
a California limited liability company

By: India Basin Management, LLC,  
a California limited liability company  
its Manager

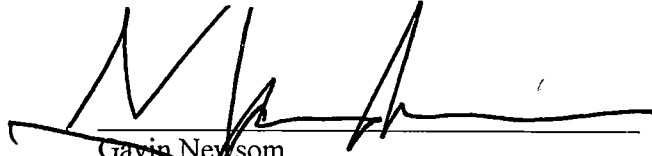
By: 

Name: Louis A. Vasquez


Its: ~~Manager~~ Authorized Signatory

IN APPROVAL WHEREOF, I, Gavin Newsom, 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 November 17, 2021.



  
Gavin Newsom  
Governor, State of California

Attest:  
SECRETARY OF STATE

By:   
Shirley N. Weber  
Secretary of State

# ALL-PURPOSE ACKNOWLEDGMENT

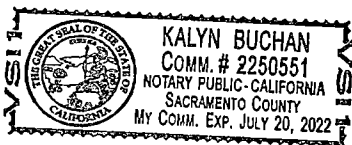
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sacramento } SS.

On September 30, 2021, before me, Kalyn Buchan, Notary Public,  
DATE

personally appeared Jennifer Lucchesi, 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.

Kalyn Buchan  
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

## OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

### CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER \_\_\_\_\_ TITLE(S)  
☐ PARTNER(S)  
☐ ATTORNEY-IN-FACT  
☐ GUARDIAN/CONSERVATOR  
☐ SUBSCRIBING WITNESS  
☐ OTHER: \_\_\_\_\_

SIGNER (PRINCIPAL) IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

### DESCRIPTION OF ATTACHED DOCUMENT

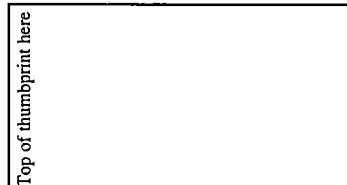
\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

RIGHT  
THUMBPRINT  
OF  
SIGNER

OTHER



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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

State of California )

County of SAN FRANCISCO )On AUGUST 4, 2021 before me, JOYCELYN G. GADIANE, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

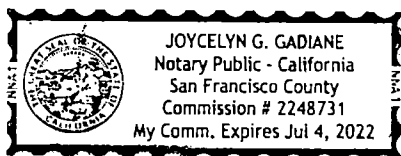
personally appeared \_\_\_\_\_

CARMEN CHU  
Name(s) of Signer(s)

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 \_\_\_\_\_

Joycelyn G. Gadiane  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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(s)**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

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

State of California )

County of San Francisco

On 08/19/2021 before me, Srira Zadmehran, a  
Notary Public, personally appeared

Michael Martin, 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

Srira Zadmehran



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

State of California )  
County of San Francisco

On 08/13/2021 before me, Srira Zadmehran, a  
Notary Public, personally appeared

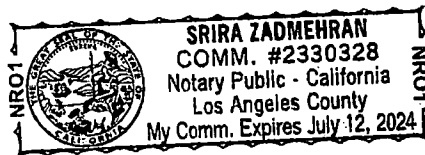
Philip A. Ginsberg \_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) 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

Srira Zadmehran (Seal)





## ACKNOWLEDGMENT

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

State of California  
County of San Francisco

On August 5, 2021 before me, Rachel Gosiengfiao, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

*Rachel Gosiengfiao*

(Seal)



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

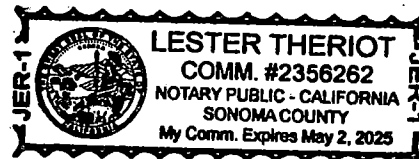
State of California )  
County of Sonoma )

On Aug 2, 2021 before me, Lester Theriot, a  
Notary Public, personally appeared  
Louis A. Vasquez, 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 Lester Theriot (Seal)



**LIST OF EXHIBITS**

<b><u>Exhibit</u></b>	<b><u>Name/Description</u></b>
A.	Illustrative Plat of Project Area and Adjacent Submerged Lands
A-1.	Illustrative Plat of Parcel 9 (Filled Parcel 9 and Submerged Parcel 9)
B.	Legal Description and Illustrative Plat of Trust Addition Lands
C.	Legal Description and Illustrative Plat of Trust Termination Lands
D.	Illustrative Plat of Developer-Owned Exchange Lands
D-1.	Legal Description and Illustrative Plat of Street Vacation Parcels
D-2.	Legal Description and Illustrative Plat of Wintersteen Option Parcel
D-3.	Legal Description and Illustrative Plat of Hamman Parcel
D-4.	Legal Description and Illustrative Plat of Developer-Owned Lands
E.	Form of City Quitclaim Deed (Street Vacation Parcels)
F.	Form of Stormwater and Wetlands Easement (Developer to City)
G	Form of City Quitclaim Deed (w/ reservation of Stormwater/Wetlands Easement)
H.	Form of Developer Quitclaim Deed
I	Form of Public Trust Patent
J.	Form of Developer Trust Termination Patent for Developer Trust Termination Lands
K	Form of City Trust Termination Patent for City Trust Termination Lands
L.	Form of Public Trust Easement Grant Deed
M.	Legal Description and Illustrative Plat of Adjacent Submerged Lands
N.	Form of Open Space Covenant
O.	Form of Public Trust Easement Patent

# EXHIBIT A- ILLUSTRATIVE PLAT OF PROJECT AREA AND ADJACENT SUBMERGED LANDS



DATE 01.05.2021

**bionic**  
planning | landscape architecture | urban design

# EXHIBIT A-1

## PLAT OF PARCEL 9 (TA-6)



### LEGEND



WATERSIDE PORTION OF TA-6  
(SUBMERGED PARCEL 9):  
AREA=22,934 SQ.FT.



LANDSIDE PORTION OF TA-6 (FILLED  
PARCEL 9): AREA=5,907 SQ.FT.

AB

ASSESSOR'S BLOCK

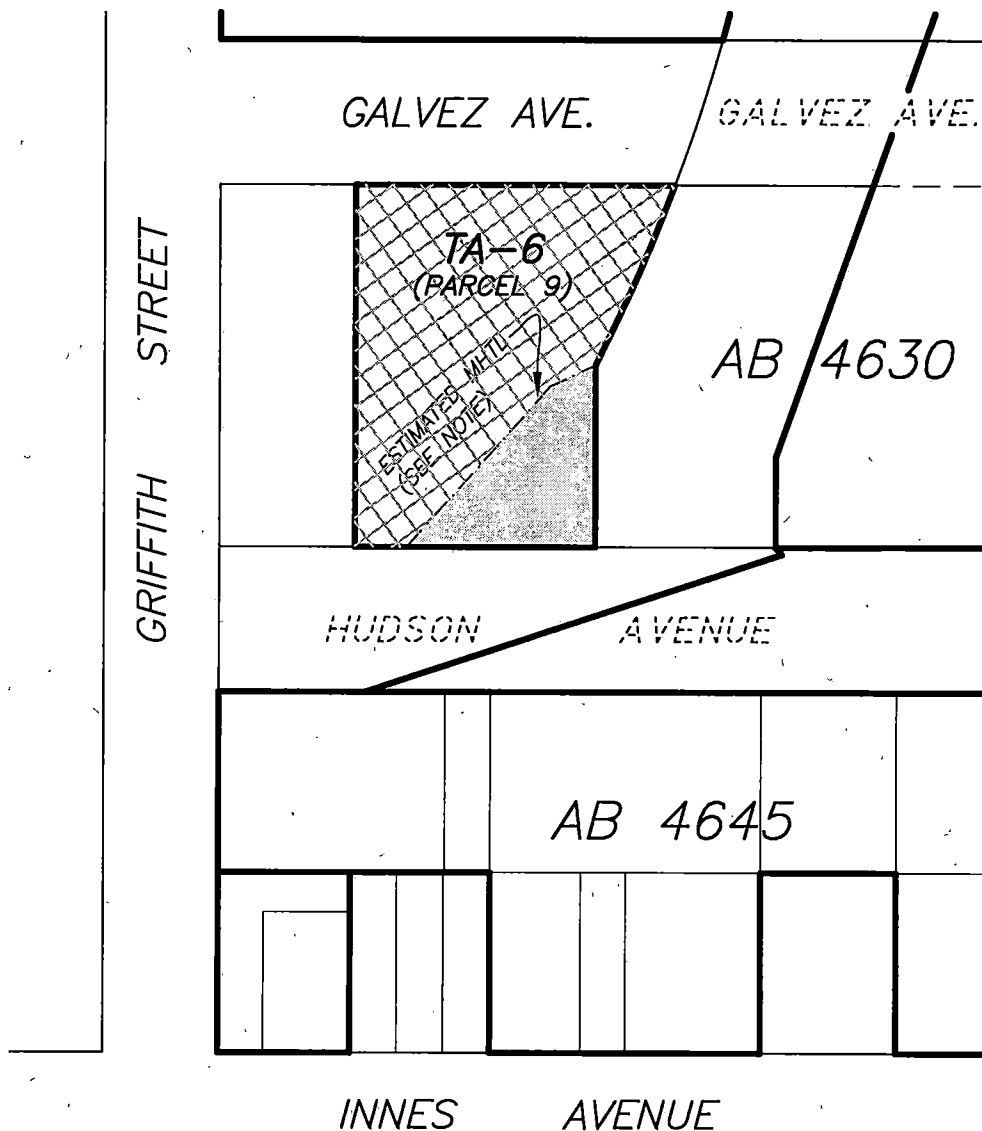
GALVEZ AVE.

CITY STREET

GALVEZ AVE.

VACATED CITY STREET

NOTE: ESTIMATED MEAN HIGH TIDE LINE  
(MHTL) BASED ON EXISTING CONDITIONS;  
ACTUAL MHTL TO BE DETERMINED BASED ON  
SURVEY AFTER REMEDIATION/COMPLETION OF  
WATERFRONT PARK.



**EXHIBIT B**  
**LEGAL DESCRIPTION and ILLUSTRATIVE PLAT of**  
**TRUST ADDITION LANDS**

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

**PARCEL TA-1**

ALL OF PARCELS ONE, TWO AND THREE OF THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 20, 1987 IN BOOK E474, PAGE 876, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, ALSO BEING A PORTION OF PARCEL ONE OF THAT CERTAIN TRUSTEE'S DEED, RECORDED DECEMBER 20, 2013, AS DOCUMENT NO. 2013-J807753, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, ALSO BEING PORTIONS OF FORMER HUDSON AVENUE, FORMER GALVEZ AVENUE, FORMER ARELIUS WALKER DRIVE AND FORMER FAIRFAX AVENUE, AND ALL OF THE ABOVE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF GRIFFITH STREET (FORMERLY G STREET), 64.00 FEET WIDE AND THE NORTHEASTERLY LINE OF HUDSON AVENUE (FORMERLY EIGHTH STREET), 80.00 FEET WIDE, AS SAID AVENUE EXISTED PRIOR TO ITS VACATION PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICIAL RECORDS; THENCE ALONG SAID LINE OF FORMER HUDSON AVENUE, SOUTH 54°28'21" EAST 207.86 FEET; THENCE NORTH 35°31'39" EAST 100.72 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, THE CENTER WHICH BEARS NORTH 27°39'41" WEST WITH A RADIUS OF 1000.00 FEET, THROUGH A CENTRAL ANGLE OF 06°12'55", AN ARC LENGTH OF 108.48 FEET TO THE SOUTHWESTERLY LINE OF GALVEZ AVENUE (FORMERLY SEVENTH STREET), 80.00 FEET WIDE, ALSO BEING A POINT ON THE NORTHWESTERLY TERMINUS OF THAT PORTION OF GALVEZ AVENUE, VACATED PER SAID ORDINANCE NO. 206-20; THENCE NORTHEASTERLY ALONG THE LINE OF SAID VACATED GALVEZ AVENUE AND ALONG A COMPOUND CURVE WITH A RADIUS OF 1000.00 FEET, THROUGH A CENTRAL ANGLE OF 04°49'34", AN ARC LENGTH OF 84.23 FEET TO THE NORTHEASTERLY LINE OF SAID GALVEZ AVENUE; THENCE NORTHEASTERLY ALONG A COMPOUND CURVE WITH A RADIUS OF 1000.00 FEET, THROUGH A CENTRAL ANGLE OF 03°09'09", AN ARC LENGTH OF 55.02 FEET; THENCE NORTHEASTERLY ALONG A COMPOUND CURVE WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 30°54'40", AN ARC LENGTH OF 40.46 FEET; THENCE NORTHEASTERLY ALONG A REVERSE CURVE, CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 23°19'50", AN ARC LENGTH OF 44.79 FEET; THENCE NORTH 40°33'52" EAST 62.80 FEET TO THE SOUTHWESTERLY LINE OF FAIRFAX AVENUE (FORMERLY SIXTH STREET), 80.00 FEET WIDE, ALSO BEING A POINT ON THE NORTHWESTERLY TERMINUS OF THAT PORTION OF FAIRFAX AVENUE, VACATED PER SAID ORDINANCE NO. 206-20; THENCE ALONG SAID LINE OF FORMER FAIRFAX AVENUE, AS SAID AVENUE EXISTED PRIOR TO ITS VACATION PER SAID ORDINANCE NO. 206-20 AND PER ORDINANCE NO. 446-86, RECORDED NOVEMBER 24, 1986, AS DOCUMENT NUMBER D903039, OFFICIAL RECORDS, SOUTH 54°28'21" EAST 236.60 FEET TO THE NORTHERLY LINE OF THAT PARCEL AS SHOWN ON "MAP OF THE SOUTH SAN FRANCISCO HOMESTEAD AND R.R. ASSOCIATION", RECORDED APRIL 15, 1867, IN BOOK A & B OF MAPS, OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, ALSO BEING THE SOUTHERLY LINE OF PARCEL "N" AS DESCRIBED IN THAT DOCUMENT ("THE BURTON ACT"), RECORDED MAY 14, 1976, IN BOOK C169, PAGE 573, OFFICIAL RECORDS, CITY AND COUNTY OF SAN FRANCISCO; THENCE ALONG SAID LINES, SOUTH 73°43'21" EAST 195.85 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS SOUTH 41°37'07" EAST WITH A RADIUS OF 137.00 FEET, THROUGH A CENTRAL ANGLE OF 19°08'04", AN ARC LENGTH OF 45.75 FEET; THENCE SOUTHWESTERLY ALONG A REVERSE CURVE, CONCAVE TO THE NORTHWEST WITH A RADIUS OF 122.00 FEET, THROUGH A

CENTRAL ANGLE OF 83°59'11", AN ARC LENGTH OF 178.83 FEET; THENCE WESTERLY ALONG A REVERSE CURVE, CONCAVE TO THE SOUTH WITH A RADIUS OF 101.00 FEET, THROUGH A CENTRAL ANGLE OF 58°39'23", AN ARC LENGTH OF 103.40 FEET; THENCE WESTERLY ALONG A REVERSE CURVE, CONCAVE TO THE NORTH WITH A RADIUS OF 170.50 FEET, THROUGH A CENTRAL ANGLE OF 66°23'14", AN ARC LENGTH OF 197.55 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, THE CENTER OF WHICH BEARS NORTH 29°13'13" WEST WITH A RADIUS OF 215.00 FEET, THROUGH A CENTRAL ANGLE OF 16°50'01", AN ARC LENGTH OF 63.17 FEET; THENCE SOUTHWESTERLY ALONG A REVERSE CURVE, CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 462.81 FEET, THROUGH A CENTRAL ANGLE OF 06°42'28", AN ARC LENGTH OF 54.18 FEET; THENCE SOUTH 55°14'30" WEST 44.51 FEET; THENCE SOUTH 35°31'39" WEST 50.00 FEET TO SAID NORTHEASTERLY LINE OF FORMER HUDSON AVENUE; THENCE ALONG SAID LINE OF FORMER HUDSON AVENUE, NORTH 54°28'21" WEST 0.08 FEET; THENCE SOUTH 07°02'10" EAST 5.45 FEET; THENCE NORTH 72°43'21" WEST 242.64 FEET TO THE SOUTHWESTERLY LINE OF SAID FORMER HUDSON AVENUE; THENCE ALONG SAID LINE OF FORMER HUDSON AVENUE, NORTH 54°28'21" WEST 81.02 FEET TO SAID SOUTHEASTERLY LINE OF GRIFFITH STREET; THENCE ALONG SAID LINE OF GRIFFITH STREET, NORTH 35°31'39" EAST 80.00 FEET TO THE POINT OF BEGINNING, CONTAINING 133,442 SQUARE FEET, MORE OR LESS.

**PARCEL TA-2**

ALL OF PARCEL FOUR OF THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 20, 1987 IN BOOK E474, PAGE 876, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, ALSO BEING A PORTION OF PARCEL ONE OF THAT CERTAIN TRUSTEE'S DEED, RECORDED DECEMBER 20, 2013, AS DOCUMENT NO. 2013-J807753, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, ALSO BEING A PORTION OF FORMER ARELIUS WALKER DRIVE, AND ALL OF THE ABOVE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF FORMER ARELIUS WALKER DRIVE (FORMERLY FITCH STREET), 64.00 FEET WIDE, AS SAID DRIVE EXISTED PRIOR TO ITS VACATION PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICIAL RECORDS AND THE NORTHEASTERLY LINE OF FORMER FAIRFAX AVENUE (FORMERLY SIXTH STREET), 80.00 FEET WIDE, AS SAID AVENUE EXISTED PRIOR TO ITS VACATION PER ORDINANCE NO. 446-86, RECORDED NOVEMBER 24, 1986, AS DOCUMENT NUMBER D903039, OFFICIAL RECORDS, AND SAID ORDINANCE NO. 206-20; THENCE ALONG SAID LINE OF FORMER FAIRFAX AVENUE, NORTH 54°28'21" WEST 303.34 FEET TO A POINT ON THE NORTHWESTERLY TERMINUS OF THAT PORTION OF SAID FORMER FAIRFAX AVENUE, VACATED PER SAID ORDINANCE NO. 206-20; THENCE NORTH 40°33'52" EAST 24.52 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE NORTHWEST WITH A RADIUS OF 1500.00 FEET, THROUGH A CENTRAL ANGLE OF 06°42'47", AN ARC LENGTH OF 175.75 FEET TO THE SOUTHWESTERLY LINE OF EVANS AVENUE (FORMERLY FIFTH STREET), 80.00 FEET WIDE, ALSO BEING THE NORTHWESTERLY TERMINUS OF THAT PORTION OF EVANS AVENUE, VACATED PER SAID ORDINANCE NO. 206-20; THENCE ALONG THE LINE OF SAID VACATED EVANS AVENUE, SOUTH 54°28'21" EAST 296.04 FEET TO SAID NORTHWESTERLY LINE OF FORMER ARELIUS WALKER DRIVE; THENCE ALONG A PORTION OF SAID LINE OF FORMER ARELIUS WALKER DRIVE AND ALONG SAID FORMER FITCH STREET, SOUTH 35°31'39" WEST 200.00 FEET TO THE POINT OF BEGINNING, CONTAINING 59,510 SQUARE FEET, MORE OR LESS.

**PARCEL TA-3**

ALL OF PARCEL FIVE OF THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 20, 1987 IN BOOK E474, PAGE 876, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF FORMER FITCH STREET (FORMERLY F STREET), 64.00 FEET WIDE, AND THE NORTHEASTERLY LINE OF FORMER EVANS AVENUE (FORMERLY FIFTH

STREET), 80.00 FEET WIDE, AS SAID STREET AND AVENUE EXISTED PRIOR TO THEIR VACATION PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICIAL RECORDS; THENCE ALONG SAID LINE OF FORMER EVANS AVENUE, NORTH 54°28'21" WEST 300.17 FEET TO A POINT ON THE NORTHWESTERLY TERMINUS OF SAID FORMER EVANS AVENUE; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, THE CENTER WHICH BEARS SOUTH 54°28'21" EAST, WITH A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 93°44'04", AN ARC LENGTH OF 179.96 FEET; THENCE SOUTHEASTERLY ALONG A COMPOUND CURVE WITH A RADIUS OF 1000.00 FEET, THROUGH A CENTRAL ANGLE OF 10°37'58", AN ARC LENGTH OF 185.58 FEET TO SAID NORTHWESTERLY LINE OF FORMER FITCH STREET, ALSO BEING A POINT ON THE NORTHEASTERLY TERMINUS OF SAID FORMER FITCH STREET; THENCE ALONG SAID LINE OF FORMER FITCH STREET, SOUTH 35°31'39" WEST 80.62 FEET TO THE POINT OF BEGINNING, CONTAINING 28,243 SQUARE FEET, MORE OR LESS.

**PARCEL TA-4**

ALL OF PARCEL SIX OF THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 20, 1987 IN BOOK E474, PAGE 876, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF FORMER FITCH STREET (FORMERLY F STREET), 64.00 FEET WIDE, AND THE NORTHEASTERLY LINE OF FORMER EVANS AVENUE (FORMERLY FIFTH STREET), 80.00 FEET WIDE, AS SAID STREET AND AVENUE EXISTED PRIOR TO THEIR VACATION PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICIAL RECORDS; THENCE ALONG SAID LINE OF FORMER EVANS AVENUE, SOUTH 54°28'21" EAST 600.00 FEET TO THE NORTHWESTERLY LINE OF FORMER EARL STREET (FORMERLY E STREET), 64.00 FEET WIDE, AS SAID STREET EXISTED PRIOR TO ITS VACATION PER SAID ORDINANCE NO. 206-20; THENCE NORTH 51°10'45" WEST 310.91 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE NORTHEAST WITH A RADIUS OF 1500.00 FEET; THROUGH A CENTRAL ANGLE OF 11°12'53", AN ARC LENGTH OF 293.60 FEET TO SAID SOUTHEASTERLY LINE OF FORMER FITCH STREET, ALSO BEING A POINT ON THE NORTHEASTERLY TERMINUS OF SAID FORMER FITCH STREET; THENCE ALONG SAID SOUTHEASTERLY LINE OF FORMER FITCH STREET, SOUTH 35°31'39" WEST 63.22 FEET TO THE POINT OF BEGINNING, CONTAINING 13,109 SQUARE FEET, MORE OR LESS.

**PARCEL TA-5**

ALL OF PARCELS SEVEN AND EIGHT OF THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 20, 1987 IN BOOK E474, PAGE 876, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, ALSO BEING A PORTION OF PARCEL ONE OF THAT CERTAIN TRUSTEE'S DEED, RECORDED DECEMBER 20, 2013, AS DOCUMENT NO. 2013-J807753, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, ALSO BEING A PORTION OF FORMER EARL STREET AND A PORTION OF FORMER ARELIUS WALKER DRIVE, AND ALL OF THE ABOVE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF FORMER ARELIUS WALKER DRIVE (FORMERLY FITCH STREET), 64.00 FEET WIDE, AND THE SOUTHWESTERLY LINE OF FORMER EVANS AVENUE (FORMERLY FIFTH STREET), 80.00 FEET WIDE, AS SAID AVENUE AND DRIVE EXISTED PRIOR TO THEIR VACATION PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICIAL RECORDS; THENCE ALONG SAID LINE OF FORMER EVANS AVENUE, SOUTH 54°28'21" EAST 600.00 FEET TO THE NORTHWESTERLY LINE OF FORMER EARL STREET (FORMERLY E STREET), 64.00 FEET WIDE, AS SAID STREET EXISTED PRIOR TO ITS VACATION PER SAID ORDINANCE NO. 206-20; THENCE ALONG SAID LINE OF FORMER EARL STREET, SOUTH 35°31'39" WEST 22.35 FEET TO THE NORTHERLY LINE OF THAT PARCEL AS SHOWN ON "MAP OF THE SOUTH SAN FRANCISCO HOMESTEAD AND R.R. ASSOCIATION", RECORDED APRIL 15, 1867, IN BOOK A & B OF MAPS, OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, ALSO BEING THE SOUTHERLY LINE OF PARCEL "N" AS DESCRIBED IN THAT DOCUMENT ("THE BURTON ACT"),



RECORDED MAY 14, 1976, IN BOOK C169, PAGE 573, OFFICIAL RECORDS, CITY AND COUNTY OF SAN FRANCISCO; THENCE ALONG SAID LINES, SOUTH 73°43'21" EAST 67.79 FEET TO THE SOUTHEASTERLY LINE OF SAID FORMER EARL STREET; THENCE ALONG SAID LINE OF FORMER EARL STREET, SOUTH 35°31'39" WEST 85.00 FEET; THENCE NORTH 54°28'21" WEST 121.75 FEET; THENCE NORTHWESTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, THE CENTER WHICH BEARS NORTH 04°34'39" WEST, WITH A RADIUS OF 272.00 FEET, THROUGH A CENTRAL ANGLE OF 56°58'43", AN ARC LENGTH OF 270.49 FEET; THENCE NORTH 37°35'56 WEST 49.22 FEET ; THENCE SOUTH 63°31'39" WEST 34.45 FEET TO SAID NORTHERLY LINE OF THAT PARCEL AS SHOWN ON "MAP OF THE SOUTH SAN FRANCISCO HOMESTEAD AND R.R. ASSOCIATION" AND SAID SOUTHERLY LINE OF PARCEL "N"; THENCE ALONG SAID LINES, NORTH 73°43'21" WEST 141.42 FEET TO THE NORTHEASTERLY LINE OF FORMER FAIRFAX AVENUE (FORMERLY SIXTH STREET), 80.00 FEET WIDE, AS SAID AVENUE EXISTED PRIOR TO ITS VACATION PER ORDINANCE NO. 446-86, RECORDED NOVEMBER 24, 1986, AS DOCUMENT NUMBER D903039, OFFICAL RECORDS; THENCE ALONG SAID LINE OF FORMER FAIRFAX AVENUE, NORTH 54°28'21" WEST 91.30 FEET TO SAID SOUTHEASTERLY LINE OF FORMER ARELIIOUS WALKER DRIVE; THENCE ALONG SAID LINE OF FORMER ARELIIOUS WALKER DRIVE AND SAID LINE OF FORMER FITCH STREET, NORTH 35°31'39" EAST 200.00 FEET TO THE POINT OF BEGINNING, CONTAINING 93,860 SQUARE FEET, MORE OR LESS.

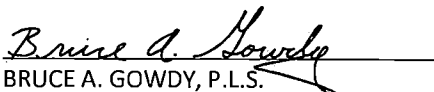
**PARCEL TA-6**

ALL OF PARCEL NINE OF THAT CERTAIN TRUSTEE'S DEED, RECORDED DECEMBER 20, 2013, AS DOCUMENT NO. 2013-J807753, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF GALVEZ AVENUE (FORMERLY SEVENTH STREET), 80.00 FEET WIDE, DISTANT THEREON, 75.00 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET (FORMERLY G STREET), 64.00 FEET WIDE; THENCE ALONG SAID LINE OF GALVEZ AVENUE, SOUTH 54°28'21" EAST 176.44 FEET TO A POINT ON THE NORTHWESTERLY TERMINUS OF THAT PORTION OF FORMER GALVEZ AVENUE, VACATED PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICIAL RECORDS; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, THE CENTER WHICH BEARS NORTH 33°52'36" WEST, WITH A RADIUS OF 1000.00 FEET, THROUGH A CENTRAL ANGLE OF 06°12'55", AN ARC LENGTH OF 108.48 FEET; THENCE SOUTH 35°31'39" WEST 100.72 FEET TO THE NORTHEASTERLY LINE OF FORMER HUDSON AVENUE (FORMERLY EIGHTH STREET), 80.00 FEET WIDE, AS SAID AVENUE EXISTED PRIOR TO ITS VACATION PER SAID ORDINANCE NO. 206-20; THENCE ALONG SAID LINE OF FORMER HUDSON AVENUE, NORTH 54°28'21" WEST 132.86 FEET TO A POINT DISTANT THEREON, 75.00 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF SAID GRIFFITH STREET; THENCE NORTH 35°31'39" EAST 200.00 FEET TO THE POINT OF BEGINNING, CONTAINING 28,841 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:  
MARTIN M. RON ASSOCIATES, INC  
APRIL 8, 2021

  
BRUCE A. GOWDY, P.L.S.

INDIA BASIN - PUBLIC TRUST LANDS.DOCX  
04-08-21





TRUST ADDITION  
LANDS

ESTIMATED MHTL

NOTE: ESTIMATED MEAN HIGH TIDE LINE  
(MHTL) BASED ON EXISTING CONDITIONS;  
ACTUAL MHTL TO BE DETERMINED BASED ON  
SURVEY AFTER REMEDIATION/COMPLETION OF  
WATERFRONT PARK.

INDIA STREET

ARTHUR AVENUE

BURKE AVENUE

CUSTER AVENUE

DAVIDSON

FITCH STREET

AVENUE

EARL STREET

SE'LY LINE OF  
PARCEL "N" OF  
THE BURTON ACT

TA-3

TA-4

EVANS AVE.

EVANS

AVENUE

TA-2

TA-5

N'LY LINE OF  
SOUTH SAN  
FRANCISCO  
HOMESTEAD &  
R.R. ASSOCIATION

N'LY LINE OF SOUTH SAN  
FRANCISCO HOMESTEAD &  
R.R. ASSOCIATION PATENT &  
S'LY LINE OF PARCEL "N"  
OF THE BURTON ACT

GRIFFITH STREET

FAIRFAX AVE.

FAIRFAX

AVENUE

WALKER DR.

TA-1

EARL STREET

GALVEZ AVE.

GALVEZ

AVENUE

ESTIMATED MHTL  
(SEE NOTE)

TA-6

ARELIUS

HUDSON

AVENUE

SHORELINE AS  
SHOWN ON "MAP OF  
THE SALT MARSH  
AND TIDE LANDS..."  
1869 (APPROX.)

SHORELINE AS  
SHOWN ON "MAP OF  
THE SALT MARSH  
AND TIDE LANDS..."  
1869 (APPROXIMATE)

ARELIUS  
WALKER DR.

INNES

AVENUE

EARL STREET

# EXHIBIT B

## ILLUSTRATIVE PLAT OF TRUST ADDITION LANDS

**EXHIBIT C**  
**LEGAL DESCRIPTION and ILLUSTRATIVE PLAT of**  
**TRUST TERMINATION LANDS**

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

**PARCEL TT-1**

A PORTION OF PARCEL ONE AND ALL OF PARCELS TWO AND THREE OF THAT CERTAIN TRUSTEE'S DEED, RECORDED DECEMBER 20, 2013, AS DOCUMENT NO. 2013-J807753, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, ALSO PORTIONS OF FORMER HUDSON AVENUE, FORMER GALVEZ AVENUE, FORMER ARELIUS WALKER DRIVE, FORMER EARL STREET AND FORMER FAIRFAX AVENUE, AND ALL OF THE ABOVE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF FORMER EARL STREET (FORMERLY E STREET), 64 FEET WIDE, DISTANT THEREON NORTH 35°31'39" EAST 100.00 FEET FROM THE NORTHEASTERLY LINE OF INNES AVENUE (FORMERLY NINTH STREET), 80.00 FEET WIDE, ALSO BEING A POINT ON THE SOUTHWESTERLY TERMINUS OF THAT PORTION OF EARL STREET, VACATED PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICIAL RECORDS; THENCE ALONG THE LINE OF SAID VACATED PORTION OF EARL STREET, NORTH 54°28'21" WEST 64.00 FEET TO THE NORTHEASTERLY LINE OF SAID FORMER EARL STREET; THENCE ALONG SAID VACATED PORTION OF EARL STREET, NORTH 35°31'39" EAST 100.00 FEET TO THE SOUTHWESTERLY LINE OF FORMER HUDSON AVENUE (FORMERLY EIGHTH STREET), 80.00 FEET WIDE, AS SAID STREET EXISTED PRIOR TO ITS VACATION PER SAID ORDINANCE NO. 206-20; THENCE ALONG SAID LINE OF FORMER HUDSON AVENUE, NORTH 54°28'21" WEST 150.00 FEET; THENCE SOUTH 35°31'39" WEST 100.00 FEET; THENCE NORTH 54°28'21" WEST 50.00 FEET; THENCE SOUTH 35°31'39" WEST 100.00 FEET TO THE NORTHEASTERLY LINE OF SAID INNES AVENUE; THENCE ALONG SAID LINE OF INNES AVENUE, NORTH 54°28'21" WEST 50.00 FEET; THENCE NORTH 35°31'39" EAST 100.00 FEET; THENCE NORTH 54°28'21" WEST 50.00 FEET; THENCE SOUTH 35°31'39" WEST 100.00 FEET TO SAID NORTHEASTERLY LINE OF INNES AVENUE; THENCE ALONG SAID LINE OF INNES AVENUE, NORTH 54°28'21" WEST 300.00 FEET TO THE SOUTHWESTERLY LINE OF ARELIUS WALKER DRIVE (FORMERLY FITCH STREET), 64.00 FEET WIDE; THENCE ALONG SAID LINE OF ARELIUS WALKER DRIVE, NORTH 35°31'39" EAST 200.00 FEET TO SAID SOUTHWESTERLY LINE OF FORMER HUDSON AVENUE; THENCE ALONG SAID LINE OF FORMER HUDSON AVENUE, NORTH 54°28'21" WEST 582.98 FEET TO A POINT DISTANT THEREON, SOUTH 54°28'21" EAST 81.02 FEET (81.03 FEET PER SAID ORDINANCE NO. 206-20) FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET (FORMERLY G STREET), 64 FEET WIDE; THENCE SOUTH 72°43'21" EAST 242.64 FEET AND NORTH 07°02'10" WEST 5.45 FEET TO THE NORTHEASTERLY LINE OF SAID FORMER HUDSON AVENUE; THENCE ALONG SAID LINE OF FORMER HUDSON AVENUE, SOUTH 54°28'21" EAST 0.08 FEET; THENCE NORTH 35°31'39" EAST 50.00 FEET; THENCE NORTH 55°14'30" EAST 44.51 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, THE CENTER OF WHICH BEARS SOUTH 19°05'40" EAST WITH A RADIUS OF 462.81 FEET, THROUGH A CENTRAL ANGLE OF 06°42'28", AN ARC LENGTH OF 54.18 FEET; THENCE NORTHEASTERLY ALONG A REVERSE CURVE, CONCAVE TO THE NORTHWEST WITH A RADIUS OF 215.00 FEET, THROUGH A CENTRAL ANGLE OF 16°50'01", AN ARC LENGTH OF 63.17 FEET; THENCE EASTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 30°57'51" EAST WITH A RADIUS OF 170.50 FEET, THROUGH A

CENTRAL ANGLE OF 28°54'39", AN ARC LENGTH OF 86.03 FEET; THENCE SOUTH 69°41'18" EAST 304.34 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS SOUTH 84°11'47" EAST, WITH A RADIUS OF 97.00 FEET, THROUGH A CENTRAL ANGLE OF 61°23'26", AN ARC LENGTH OF 103.93 FEET; THENCE NORTHEASTERLY ALONG A REVERSE CURVE, CONCAVE TO THE NORTHWEST WITH A RADIUS OF 120.00 FEET, THROUGH A CENTRAL ANGLE OF 40°34'32", AN ARC LENGTH OF 84.98 FEET; THENCE NORTHEASTERLY ALONG A REVERSE CURVE, CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 48°47'28", AN ARC LENGTH OF 63.87 FEET; THENCE NORTH 44°35'05" WEST 15.77 FEET; THENCE NORTH 00°03'38" EAST 32.63 FEET TO THE NORTHERLY LINE OF THAT PARCEL AS SHOWN ON "MAP OF THE SOUTH SAN FRANCISCO HOMESTEAD AND R.R. ASSOCIATION", RECORDED APRIL 15, 1867, IN BOOK A & B OF MAPS, OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, ALSO BEING THE SOUTHERLY LINE OF PARCEL "N" AS DESCRIBED IN THAT DOCUMENT ("THE BURTON ACT"), RECORDED MAY 14, 1976, IN BOOK C169, PAGE 573, OFFICIAL RECORDS, CITY AND COUNTY OF SAN FRANCISCO, ALSO BEING A POINT HEREINAFTER REFERRED TO AS "POINT A (TT-1)"; THENCE ALONG SAID LINES, SOUTH 73°43'21" EAST 130.11 FEET; THENCE NORTH 63° 31'39" EAST 34.45 FEET; THENCE SOUTH 37°35'56" EAST 49.22 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE NORTHEAST WITH A RADIUS OF 272.00 FEET, THROUGH A CENTRAL ANGLE OF 56°58'43", AN ARC LENGTH OF 270.49 FEET; THENCE SOUTH 54°28'21" EAST 121.75 FEET TO SAID SOUTHEASTERLY LINE OF SAID FORMER EARL STREET; THENCE ALONG SAID LINE OF FORMER EARL STREET, SOUTH 35°31'39" WEST 855.00 FEET TO THE POINT OF BEGINNING, CONTAINING 628,400 SQUARE FEET, MORE OR LESS.

**PARCEL TT-2**

ALL OF THE LANDS DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED DECEMBER 18, 2018, AS DOCUMENT NO. 2018-K706966, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS A WHOLE, AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF INNES AVENUE (FORMERLY NINTH STREET), 80.00 FEET WIDE AND THE SOUTHEASTERLY LINE OF GRIFFITH STREET (FORMERLY G STREET), 64.00 FEET WIDE; THENCE ALONG SAID LINE OF GRIFFITH STREET, NORTH 35°31'39" EAST 100.00 FEET; THENCE SOUTH 54°28'21" EAST 73.00 FEET; THENCE SOUTH 35°31'39" WEST 100.00 FEET TO SAID NORTHEASTERLY LINE OF INNES AVENUE; THENCE ALONG SAID LINE OF INNES AVENUE, NORTH 54°28'21" WEST 73.00 FEET TO THE POINT OF BEGINNING, CONTAINING 7,300 SQUARE FEET, MORE OR LESS.

**PARCEL TT-3**

ALL OF THE LANDS DESCRIBED IN PARCELS 1 THROUGH 8, INCLUSIVE, OF THAT CERTAIN GRANT DEED RECORDED FEBRUARY 16, 2017, AS DOCUMENT NO. 2017-K409667, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS A WHOLE, AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF GRIFFITH STREET (FORMERLY G STREET), 64.00 FEET WIDE AND THE SOUTHWESTERLY LINE OF FORMER HUDSON AVENUE (FORMERLY EIGHTH STREET), 80.00 FEET WIDE, AS SAID AVENUE EXISTED PRIOR TO ITS VACATION PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICAL RECORDS; THENCE ALONG THE LINE OF SAID FORMER HUDSON AVENUE, SOUTH 54°28'21" EAST 600.00 FEET TO THE NORTHWESTERLY LINE OF ARELIIOUS WALKER DRIVE (FORMERLY FITCH STREET), 64 FEET WIDE; THENCE ALONG SAID LINE OF ARELIIOUS WALKER DRIVE, SOUTH 35°31'39" WEST 100.00 FEET; THENCE

NORTH 54°28'21" WEST 125.00 FEET; THENCE SOUTH 35°31'39" WEST 100.00 FEET TO THE NORTHEASTERLY LINE OF INNES AVENUE (FORMERLY NINTH STREET), 80.00 FEET WIDE; THENCE ALONG SAID LINE OF INNES AVENUE, NORTH 54°28'21" WEST 100.00 FEET; THENCE NORTH 35°31'39" EAST 100.00 FEET; THENCE NORTH 54°28'21" WEST 75.00 FEET; THENCE SOUTH 35°31'39" WEST 100.00 FEET TO SAID NORTHEASTERLY LINE OF INNES AVENUE; THENCE ALONG SAID LINE OF INNES AVENUE, NORTH 54°28'21" WEST 150.00 FEET; THENCE NORTH 35°31'39" EAST 100.00 FEET; THENCE NORTH 54°28'21" WEST 150.00 FEET TO SAID SOUTHEASTERLY LINE OF GRIFFITH STREET; THENCE ALONG SAID LINE OF GRIFFITH STREET, NORTH 35°31'39" EAST 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 85,000 SQUARE FEET, MORE OR LESS.

**PARCEL TT-4**

ALL OF THE LANDS DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED AUGUST 1, 1997 AS DOCUMENT NO. 97-G194690, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS A WHOLE, AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF FORMER HUDSON AVENUE (FORMERLY EIGHTH STREET), 80.00 FEET WIDE, AND THE NORTHWESTERLY LINE OF FORMER EARL STREET (FORMERLY E STREET), 64.00 FEET WIDE, AS SAID AVENUE AND STREET EXISTED PRIOR TO THEIR VACATION PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863; THENCE ALONG SAID LINE OF FORMER EARL STREET, SOUTH 35°31'39" WEST 100.00 FEET TO THE SOUTHWESTERLY TERMINUS OF SAID VACATED PORTION OF EARL STREET; THENCE NORTH 54°28'21" WEST 150.00 FEET; THENCE NORTH 35°31'39" EAST 100.00 FEET TO SAID SOUTHWESTERLY LINE OF FORMER HUDSON AVENUE; THENCE ALONG SAID LINE OF FORMER HUDSON AVENUE, SOUTH 54°28'21" EAST 150.00 FEET TO THE POINT OF BEGINNING, CONTAINING 15,000 SQUARE FEET, MORE OR LESS.

**PARCEL TT-5**

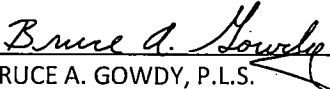
A PORTION OF PARCEL ONE OF THAT CERTAIN TRUSTEE'S DEED, RECORDED DECEMBER 20, 2013, AS DOCUMENT NO. 2013-J807753, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, ALSO BEING A PORTION OF FORMER ARELIUS WALKER DRIVE (FORMERLY FITCH STREET), AS SAID DRIVE EXISTED PRIOR TO ITS VACATION PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, PORTIONS OF FORMER GALVEZ AVENUE (FORMERLY G STREET) AND FORMER FAIRFAX AVENUE (FORMERLY SIXTH STREET), PRIOR TO THEIR VACATION PER ORDINANCE NO. 446-86, RECORDED NOVEMBER 24, 1986, AS DOCUMENT NUMBER D903039, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS A WHOLE, AS FOLLOWS:

BEGINNING AT "POINT A (TT-1)", AS DESCRIBED IN PARCEL TT-1 HEREINABOVE; THENCE SOUTH 00°03'38" WEST 32.63 FEET; THENCE SOUTH 44°35'05" EAST 15.77 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS SOUTH 14°35'25" EAST WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 48°47'28", AN ARC LENGTH OF 63.87 FEET; THENCE SOUTHWESTERLY ALONG A REVERSE CURVE, CONCAVE TO THE NORTHWEST WITH A RADIUS OF 120.00 FEET, THROUGH A CENTRAL ANGLE OF 40°34'32", AN ARC LENGTH OF 84.98 FEET; THENCE SOUTHWESTERLY ALONG A REVERSE CURVE, CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 97.00 FEET, THROUGH A CENTRAL ANGLE OF 61°23'26", AN ARC LENGTH OF 103.93 FEET; THENCE NORTH 69°41'18" WEST 304.34 FEET; THENCE EASTERLY ALONG A

NON-TANGENT CURVE, CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 02°03'13" EAST WITH A RADIUS OF 170.50 FEET, THROUGH A CENTRAL ANGLE OF 37°28'35", AN ARC LENGTH OF 111.52 FEET; THENCE EASTERLY ALONG A REVERSE CURVE, CONCAVE TO THE SOUTH WITH A RADIUS OF 101.00 FEET, THROUGH A CENTRAL ANGLE OF 58°39'23", AN ARC LENGTH OF 103.40 FEET; THENCE EASTERLY ALONG A REVERSE CURVE, CONCAVE TO THE NORTHWEST WITH A RADIUS OF 122.00 FEET, THROUGH A CENTRAL ANGLE OF 83°59'11", AN ARC LENGTH OF 178.83 FEET; THENCE NORTHEASTERLY ALONG A REVERSE CURVE, CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 137.00 FEET, THROUGH A CENTRAL ANGLE OF 19°08'04", AN ARC LENGTH OF 45.75 FEET TO THE NORTHERLY LINE OF THAT PARCEL AS SHOWN ON "MAP OF THE SOUTH SAN FRANCISCO HOMESTEAD AND R.R. ASSOCIATION", RECORDED APRIL 15, 1867, IN BOOK A & B OF MAPS, OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, ALSO BEING THE SOUTHERLY LINE OF PARCEL "N" AS DESCRIBED IN THAT DOCUMENT ("THE BURTON ACT"), RECORDED MAY 14, 1976, IN BOOK C169, PAGE 573, OFFICIAL RECORDS, CITY AND COUNTY OF SAN FRANCISCO; THENCE ALONG SAID LINES, SOUTH 73°43'21" EAST 58.11 TO THE POINT OF BEGINNING, CONTAINING 38,998 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:  
MARTIN M. RON ASSOCIATES, INC.  
JANUARY 4, 2021

  
BRUCE A. GOWDY, P.L.S.





TRUST TERMINATION  
LANDS

ARTHUR AVENUE

BURKE AVENUE

INDIA STREET

CUSTER AVENUE

DAVIDSON

AVENUE

FITCH STREET

EARL STREET

S'LY LINE OF  
PARCEL "N" OF  
THE BURTON ACT

EVANS AVE.

EVANS

AVENUE

N'LY LINE OF SOUTH SAN  
FRANCISCO HOMESTEAD &  
R.R. ASSOCIATION PATENT &  
S'LY LINE OF PARCEL "N"  
OF THE BURTON ACT

GRIFFITH STREET

FAIRFAX AVE.

FAIRFAX

AVENUE

WALKER DR.

N'LY LINE OF  
SOUTH SAN  
FRANCISCO  
HOMESTEAD &  
R.R. ASSOCIATION

GALVEZ AVE.

GALVEZ

AVENUE

ARELIOS  
WALKER DR.

EARL STREET

ARELIOS  
WALKER DR.

SHORELINE AS  
SHOWN ON "MAP OF  
THE SALT MARSH  
AND TIDE LANDS..."  
1869 (APPROX.)

SHORELINE AS  
SHOWN ON "MAP OF  
THE SALT MARSH  
AND TIDE LANDS..."  
1869 (APPROXIMATE)

TT-2

TT-3

INNES

ARELIOS  
WALKER DR.

AVENUE

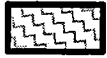
TT-4

EARL STREET

# EXHIBIT C

ILLUSTRATIVE PLAT OF  
TRUST TERMINATION LANDS

## LEGEND



LANDS OF INDIA BASIN  
INVESTMENT, LLC



LANDS OF INDIA BASIN INVESTMENT,  
LLC (SUBMERGED PARCEL 9)



LANDS OF INDIA BASIN INVESTMENT,  
LLC (FILLED PARCEL 9)



WINTERSTEEN OPTION PARCEL



HAMMAN PARCEL



STREET VACATION PARCEL

AB

ASSESSOR'S BLOCK

FAIRFAX AVE.  
FAIRFAX AVE.

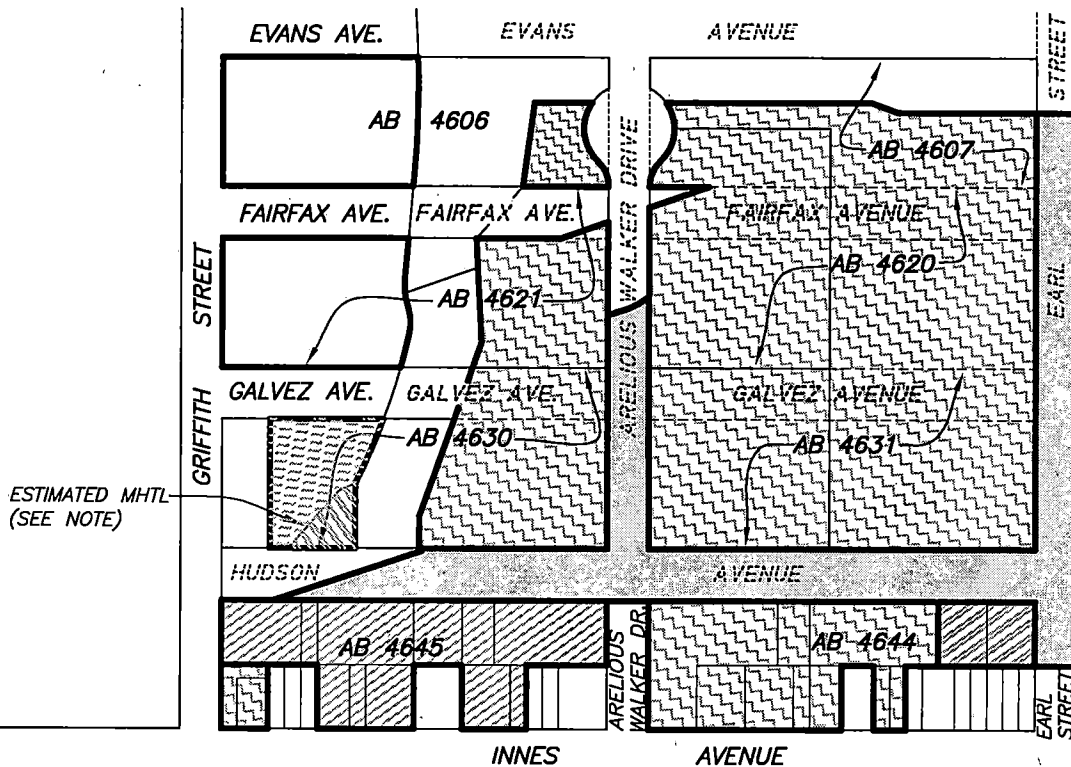
CITY STREET

VACATED CITY STREET

ESTIMATED MHTL



NOTE: ESTIMATED MEAN HIGH TIDE LINE  
(MHTL) BASED ON EXISTING CONDITIONS;  
ACTUAL MHTL TO BE DETERMINED BASED ON  
SURVEY AFTER REMEDIATION/COMPLETION OF  
WATERFRONT PARK.



## EXHIBIT D

DEVELOPER-OWNED EXCHANGE LANDS



**EXHIBIT D-1**  
**LEGAL DESCRIPTION and ILLUSTRATIVE PLAT of**  
**STREET VACATION PARCELS**

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

ALL THOSE PORTIONS OF CITY STREETS, VACATED PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 12 (BEING A PORTION OF HUDSON AVENUE)**

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF EARL STREET (64.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE); THENCE ALONG SAID NORTHWESTERLY LINE OF EARL STREET NORTH 35°31'39" EAST 80.00 FEET TO THE NORTHEASTERLY LINE OF SAID HUDSON AVENUE; THENCE ALONG SAID NORTHEASTERLY LINE OF HUDSON AVENUE NORTH 54°28'21" WEST 956.23 FEET; THENCE SOUTH 07°02'10" EAST 5.45 FEET; THENCE NORTH 72°43'21" WEST 242.64 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID HUDSON AVENUE, DISTANT THEREON NORTH 54°28'21" WEST 1,182.97 FEET FROM SAID NORTHWESTERLY LINE OF EARL STREET; THENCE ALONG SAID SOUTHWESTERLY LINE OF HUDSON AVENUE, SOUTH 54°28'21" EAST 1,182.97 FEET TO THE POINT OF BEGINNING.

**PARCEL 13 (BEING A PORTION OF EARL STREET)**

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF EARL STREET (64.00 FEET WIDE), DISTANT THEREON NORTH 35°31'39" EAST 100.00 FEET FROM THE NORTHEASTERLY LINE OF INNES AVENUE (80.00 FEET WIDE); THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35°31'39" EAST 247.26 FEET; THENCE SOUTH 44°13'21" EAST 65.04 FEET TO THE SOUTHEASTERLY LINE OF SAID EARL STREET; THENCE ALONG SAID SOUTHEASTERLY LINE OF EARL STREET SOUTH 35°31'39" WEST 235.68 FEET TO A POINT THAT IS ON A LINE THAT IS PERPENDICULAR TO THE LAST MENTIONED COURSE AND PASSES THROUGH THE POINT OF BEGINNING; THENCE ALONG LAST SAID LINE NORTH 54°28'21" WEST 64.00 FEET TO THE POINT OF BEGINNING.

**PARCEL 15 (BEING A PORTION OF ARELIUS WALKER DRIVE)**

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF ARELIUS WALKER DRIVE (64.00 FEET WIDE) WITH THE NORTHEASTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE NORTH 54°28'21" WEST 64.00 FEET TO THE NORTHWESTERLY LINE OF SAID ARELIUS WALKER DRIVE; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35°31'39" EAST 362.72 FEET TO A POINT DISTANT THEREON SOUTH 35°31'39" WEST 143.05 FEET FROM THE NORTHERLY LINE OF THAT LAND CONVEYED BY THE STATE OF CALIFORNIA TO THE SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION PURSUANT TO CHAPTER 325, STATUTES OF 1863-4, SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST WHOSE RADIUS POINT BEARS SOUTH 15°25'36" WEST 101.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°48'24", AN ARC LENGTH OF 13.76 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE NORTH WHOSE RADIUS POINT BEARS NORTH 23°14'00" EAST 122.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°42'11", AN ARC LENGTH OF 56.86 FEET TO A POINT ON SAID SOUTHEASTERLY LINE OF ARELIUS WALKER DRIVE,

DISTANT THEREON NORTH 35°31'39" EAST 390.94 FEET FROM SAID NORTHEASTERLY LINE OF HUDSON AVENUE; THENCE SOUTH 35°31'39" WEST 390.94 FEET TO THE POINT OF BEGINNING.

**PARCEL 16 (BEING A PORTION OF EARL STREET)**

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF EARL STREET (64.00 FEET WIDE), DISTANT THEREON NORTH 35°31'39" EAST 347.26 FEET FROM THE NORTHEASTERLY LINE OF INNES AVENUE (80.00 FEET WIDE); THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35°31'39" EAST 607.74 FEET TO A POINT DISTANT THEREON 85.00 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF EVANS AVENUE (80.00 FEET WIDE); THENCE SOUTH 54°28'21" EAST 64.00 FEET TO THE SOUTHEASTERLY LINE OF SAID EARL STREET; THENCE ALONG SAID SOUTHEASTERLY LINE OF EARL STREET SOUTH 35°31'39" WEST 619.32 FEET TO A POINT THAT IS ON A LINE THAT IS SOUTH 44°13'21" EAST FROM THE POINT OF BEGINNING; THENCE ALONG LAST SAID LINE NORTH 44°13'21" WEST 65.04 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THE ABOVE VACATED STREET PARCELS IS THE NORTHEASTERLY LINE OF HUDSON AVENUE TAKEN TO BE NORTH 54°28'21" WEST AS SHOWN ON "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988 IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

END OF DESCRIPTION

PREPARED BY:  
MARTIN M. RON ASSOCIATES, INC  
DECEMBER 30, 2020

*Bruce A. Gowdy*  
\_\_\_\_\_  
BRUCE A. GOWDY, P.L.S.



**LEGEND**



DEVELOPER-OWNED PORTIONS  
OF VACATED STREETS

PARCEL 12

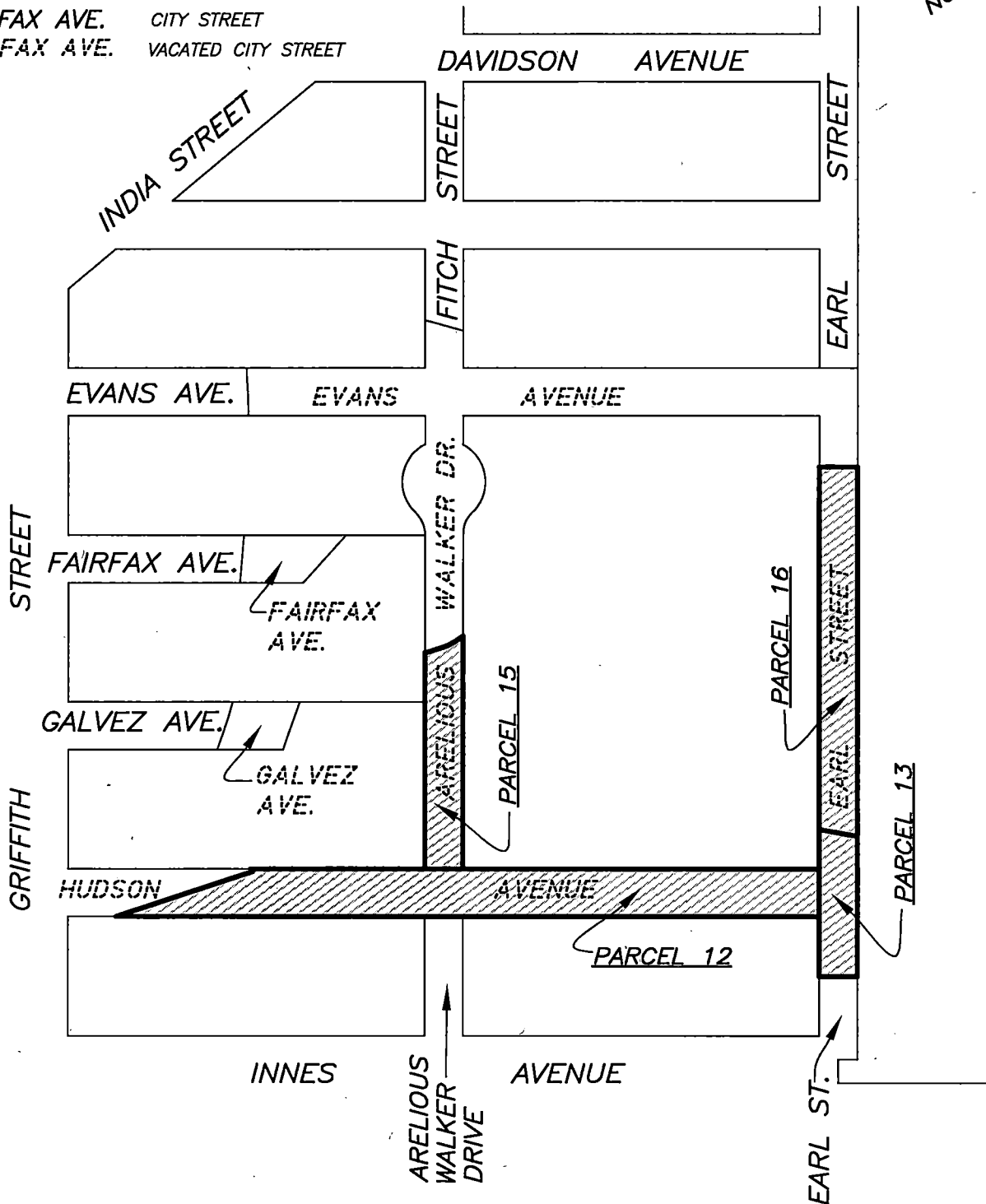
STREET VACATION PARCELS PER  
CITY ORDINANCE

FAIRFAX AVE.

CITY STREET

FAIRFAX AVE.

VACATED CITY STREET



**EXHIBIT D-1**  
**ILLUSTRATIVE PLAT of**  
**STREET VACATION PARCELS**

**EXHIBIT D-2**  
**LEGAL DESCRIPTION and ILLUSTRATIVE PLAT of**  
**WINTERSTEEN OPTION PARCEL**

ALL THOSE LANDS AS DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED FEBRUARY 16, 2017, AS DOCUMENT NO. 2017-K409667, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL ONE:**

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF FITCH STREET AND THE SOUTHWESTERLY LINE OF HUDSON AVENUE; RUNNING THENCE SOUTHWESTERLY ALONG SAID LINE OF FITCH STREET 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 175 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET TO THE SOUTHWESTERLY LINE OF HUDSON AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID LINE OF HUDSON AVENUE 175 FEET TO THE POINT OF COMMENCEMENT.

BEING LOTS NOS. 1 AND 2 AND A PART OF LOT 3 IN BLOCK 159, SOUTH SAN FRANCISCO, HOMESTEAD AND RAILROAD ASSOCIATION.

APN: LOT 001, BLOCK 4645

**PARCEL TWO:**

COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE, DISTANT THEREON 125 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF FITCH STREET; RUNNING THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF INNES AVENUE 100 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 100 FEET; AND THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE NORTHEASTERLY LINE OF INNES AVENUE AND THE POINT OF COMMENCEMENT.

BEING A PORTION OF BLOCK NO. 159, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

APN: LOT(S) 003A AND 004, BLOCK 4645

**PARCEL THREE:**

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE, DISTANT THEREON 150 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE OF INNES AVENUE 150 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 150 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF BLOCK NO. 159, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

APN: LOT(S) 006, 007 & 007A, BLOCK 4645

**PARCEL FOUR:**

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF GRIFFITH STREET WITH THE SOUTHWESTERLY LINE OF HUDSON AVENUE, RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE OF HUDSON AVENUE 125 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 125 FEET TO THE SOUTHEASTERLY LINE OF GRIFFITH STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF GRIFFITH STREET 100 FEET TO THE POINT OF BEGINNING.

BEING LOT 8 AND A PORTION OF LOT 7, BLOCK 159, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

APN: LOT 010, BLOCK 4645

**PARCEL FIVE:**

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF HUDSON AVENUE, DISTANT THEREON 125 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE OF HUDSON AVENUE 25 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 25 FEET AND THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF BLOCK NO. 159 SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

APN: LOT 010A, BLOCK 4645

**PARCEL SIX:**

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF HUDSON AVENUE DISTANT THEREON 150 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE OF HUDSON AVENUE 150 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 150 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF BLOCK NO. 159 SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

APN: LOT 011, BLOCK 4645

**PARCEL SEVEN:**

COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF HUDSON AVENUE, DISTANT THEREON 225 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF FITCH STREET, RUNNING THENCE NORTHWESTERLY ALONG THE SAID LINE OF HUDSON AVENUE 75 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 75 FEET; AND THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET TO THE SOUTHWESTERLY LINE OF HUDSON AVENUE AND THE POINT OF COMMENCEMENT.

BEING LOT NO. 4, BLOCK NO. 159, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

APN: LOT 012, BLOCK 4645

**PARCEL EIGHT:**

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF HUDSON AVENUE DISTANT THEREON 375 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE OF HUDSON AVENUE 50 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 50 FEET AND THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF BLOCK NO. 159, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

APN: LOT 013, BLOCK 4645

END OF DESCRIPTION

PREPARED BY:  
MARTIN M. RON ASSOCIATES, INC  
DECEMBER 30, 2020

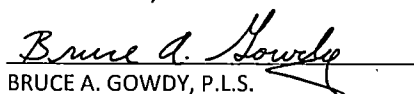
  
BRUCE A. GOWDY, P.L.S.



EXHIBIT D-2: WINTERSTEEN OPTION PARCELS  
12-30-20



# **LEGEND**



**AB**

ARELIIOUS WALKER DR.

ARELIIOUS WALKER DR.

WINTERSTEEN PARCEL  
(DOC. 2017-K409667)

ASSESSOR'S BLOCK

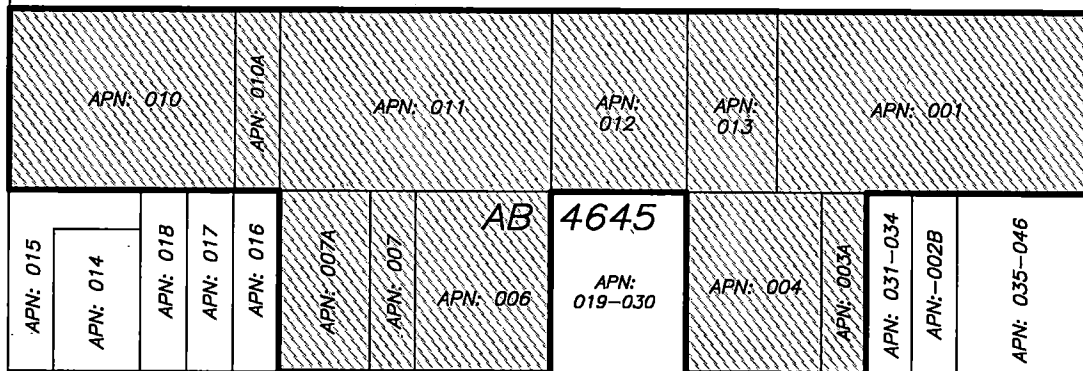
CITY STREET

VACATED CITY STREET

GRIFFITH STREET

ARELIIOUS  
WALKER DR.

HUDSON AVENUE



ARELIIOUS WALKER DR.  
(FORMERLY FITCH STREET)

INNES AVENUE

## **EXHIBIT D-2**

ILLUSTRATIVE PLAT of  
WINTERSTEEN OPTION PARCEL

**EXHIBIT D-3**  
**LEGAL DESCRIPTION and ILLUSTRATIVE PLAT of**  
**HAMMAN PARCEL**

ALL THOSE LANDS AS DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED AUGUST 1, 1997, AS DOCUMENT NO. 97-G194690, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 1:**

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF HUDSON AVENUE WITH THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE NORTHWESTERLY ALONG SAID LINE OF HUDSON AVENUE 75 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 75 FEET TO THE NORTHWESTERLY LINE OF EARL STREET; THENCE NORTHEASTERLY ALONG SAID LINE OF EARL STREET 100 FEET TO THE POINT OF BEGINNING.

BEING LOT 1, IN BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

APN: LOT 001, BLOCK 4644

**PARCEL 2:**

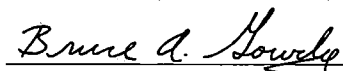
BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF HUDSON AVENUE, DISTANT THEREON 75 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF HUDSON AVENUE 75 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 75 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET TO THE SOUTHWESTERLY LINE OF HUDSON AVENUE AND THE POINT OF BEGINNING.

BEING A PORTION OF BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

APN: LOT 011, BLOCK 4644

END OF DESCRIPTION

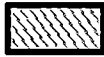
PREPARED BY:  
MARTIN M. RON ASSOCIATES, INC  
DECEMBER 30, 2020

  
\_\_\_\_\_  
BRUCE A. GOWDY, P.L.S.





### LEGEND



HAMMAN PARCEL  
(DOC. 97-G194690)

AB

ARELIIOUS WALKER DR.  
ARELIIOUS WALKER DR.

ASSESSOR'S BLOCK

CITY STREET

VACATED CITY STREET

ARELIIOUS  
WALKER DR.

EARL STREET

HUDSON AVENUE

ARELIIOUS WALKER DR.

APN: 009,010,010A			APN: 010B	APN: 010C <b>AB 4644</b>			APN: 011	APN: 001
APN: 008	APN: 007	APN: 06A	APN: 006	APN: 012-018	APN: 005	APN: 04A	APN: 004	APN: 03B
								APN: 03A
								APN: 003
								APN: 02B
								APN: 02A
								APN: 002

EARL STREET

INNES AVENUE

### EXHIBIT D-3

ILLUSTRATIVE PLAT of  
HAMMAN PARCEL



**EXHIBIT D-4**  
**LEGAL DESCRIPTION and ILLUSTRATIVE PLAT of**  
**LANDS of INDIA BASIN INVESTMENT, LLC**

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

ALL THOSE LANDS OF INDIA BASIN INVESTMENT, LLC AS DESCRIBED IN THE FOLLOWING DEEDS:

THAT CERTAIN TRUSTEE'S DEED, RECORDED DECEMBER 20, 2013, AS DOCUMENT NO. 2013-J807753, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS NUMBERED WITHIN SAID DEED:

**PARCEL ONE:**

LOTS 4, 17, 21, 22, AND 23, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF EAST INDIA BASIN BUSINESS PARK; BEING A PORTION OF THE SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION AND A PORTION OF SALT MARSH AND TIDE LAND SURVEY, SAN FRANCISCO, STATE OF CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA ON MAY 4, 1988 IN BOOK "Y" OF MAPS AT PAGES 18 AND 19.

EXCEPTING THEREFROM THAT PORTION OF LOT 17 DESIGNATED AS PARCEL "C" AND THAT PORTION OF LOT 22 DESIGNATED AS PARCEL "D", AS SHOWN ON SAID MAP.

APN: LOT 100, BLOCK 4606; LOTS 005 AND 100, BLOCK 4630; LOTS 016, 018 (PORTION), 100 AND 101, BLOCK 4621; LOTS 001 AND 002 (PORTION), BLOCK 4620; LOT 025 (PORTION), BLOCK 4607; LOTS 001 AND 002, BLOCK 4631

**PARCEL TWO:**

LOT 12 AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF EAST INDIA BASIN BUSINESS PARK, BEING A PORTION OF THE SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION AND A PORTION OF SALT MARSH AND TIDE LAND SURVEY, SAN FRANCISCO, STATE OF CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA ON MAY 4, 1988 IN BOOK "Y" OF MAPS AT PAGES 18 AND 19.

APN: LOTS 009, 010 AND 010A, BLOCK 4644

**PARCEL THREE:**

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF HUDSON AVENUE, DISTANT THEREON 150 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE NORTHWESTERLY ALONG SAID LINE OF HUDSON AVENUE 200 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 200 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING LOTS 3 AND 4 AND A PORTION OF LOT 5, BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

APN: LOT 010C, BLOCK 4644

**PARCEL NINE:**

LOT 3, AS SAID LOT IS SHOWN ON THE MAP OF PARCEL MAP BOOK 23, PAGE 27, FILED MARCH 26, 1982 IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

**EXCEPTING THEREFROM:**

ALL THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY BOUNDARY LINE OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF HUDSON AVENUE, DISTANT THEREON SOUTH 54° 28' 21" EAST 207.857 FEET FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54° 28' 21" EAST 100.00 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 35° 31' 39" EAST 50.000 FEET; THENCE NORTH 55° 14' 30" EAST 159.339 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF GALVEZ AVENUE; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE NORTH 54° 28' 21" WEST 110.162 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTHWESTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS SOUTH 56° 07' 27" WEST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 6° 12' 55" THROUGH AN ARC LENGTH OF 108.476 FEET; THENCE SOUTHWESTERLY ON A COURSE NON-TANGENT TO THE PRECEDING CURVE, SOUTH 35° 31' 39" WEST 100.725 FEET TO THE POINT OF BEGINNING.

APN: LOT 006, BLOCK 4630

**PARCEL TEN:**

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE, DISTANT THEREON 200 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF INNES AVENUE 25 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 25 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF BLOCK NO. 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

APN: LOT 004A, BLOCK 4644

**PARCEL ELEVEN:**

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE, DISTANT THEREON 225 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE NORTHWESTERLY ALONG SAID LINE OF INNES AVENUE 25 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 25 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING PART OF LOT 13 IN BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

APN: LOT 005, BLOCK 4644

**PARCEL TWELVE:**

COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE, DISTANT THEREON 225 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE OF INNES AVENUE 25 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 25 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE POINT OF COMMENCEMENT.

BEING PART OF LOT 12 IN BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

APN: LOT 006A, BLOCK 4644

**PARCEL THIRTEEN:**

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE, DISTANT THEREON 150 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE OF INNES STREET 75 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 75 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING LOT 11 IN BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

APN: LOT 007, BLOCK 4644

**PARCEL FOURTEEN:**

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE, DISTANT THEREON 250 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE OF INNES AVENUE 50 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 50 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT 12 IN BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

APN: LOT 006, BLOCK 4644

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THAT CERTAIN GRANT DEED, RECORDED DECEMBER 18, 2018 AS DOCUMENT NO. 2018-K706966, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS NUMBERED WITHIN SAID DEED:

**PARCEL ONE:**

LOT 14, PARCEL MAP OF A PORTION ASSESSOR'S BLOCK 4645, FILED IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA ON AUGUST 17, 1984, IN BOOK 29 OF PARCEL MAPS AT PAGE 22.

APN: LOT 014, BLOCK 4645

**PARCEL TWO:**

LOT 15, PARCEL MAP OF A PORTION OF ASSESSOR'S BLOCK 4645, FILED AUGUST 17, 1984 IN BOOK 29 OF PARCEL MAPS, PAGE 22, CITY AND COUNTY OF SAN FRANCISCO RECORDS.

APN: LOT 015, BLOCK 4645

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THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 4, 2015, AS DOCUMENT NO. 2015-K152614, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE DISTANT THEREON 75 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF INNES AVENUE 75 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 75 FEET; AND THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE NORTHEASTERLY LINE OF INNES AVENUE AND THE POINT OF COMMENCEMENT.

BEING LOT 10, BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

APN: LOT 008, BLOCK 4644

---

THAT CERTAIN GRANT DEED, RECORDED JANUARY 17, 2014, AS DOCUMENT NO. 2014-J825852, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF HUDSON AVENUE DISTANT THEREON 200 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY AND ALONG SAID LINE OF HUDSON AVENUE 50 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 50 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET TO THE POINT OF COMMENCEMENT.

BEING PART OF LOTS NOS. 5 AND 6 IN BLOCK NO. 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

APN: LOT 010B, BLOCK 4644

END OF DESCRIPTION

PREPARED BY:  
MARTIN M. RON ASSOCIATES, INC  
JANUARY 5, 2021

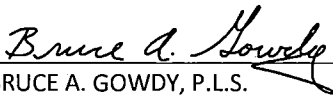
  
BRUCE A. GOWDY, P.L.S.

EXHIBIT D-4: INDIA BASIN INVESTMENT, LLC.DOCX  
01-05-21



# **LEGEND**



LANDS OF INDIA BASIN  
INVESTMENT, LLC



LANDS OF INDIA BASIN INVESTMENT,  
LLC (SUBMERGED PARCEL 9)



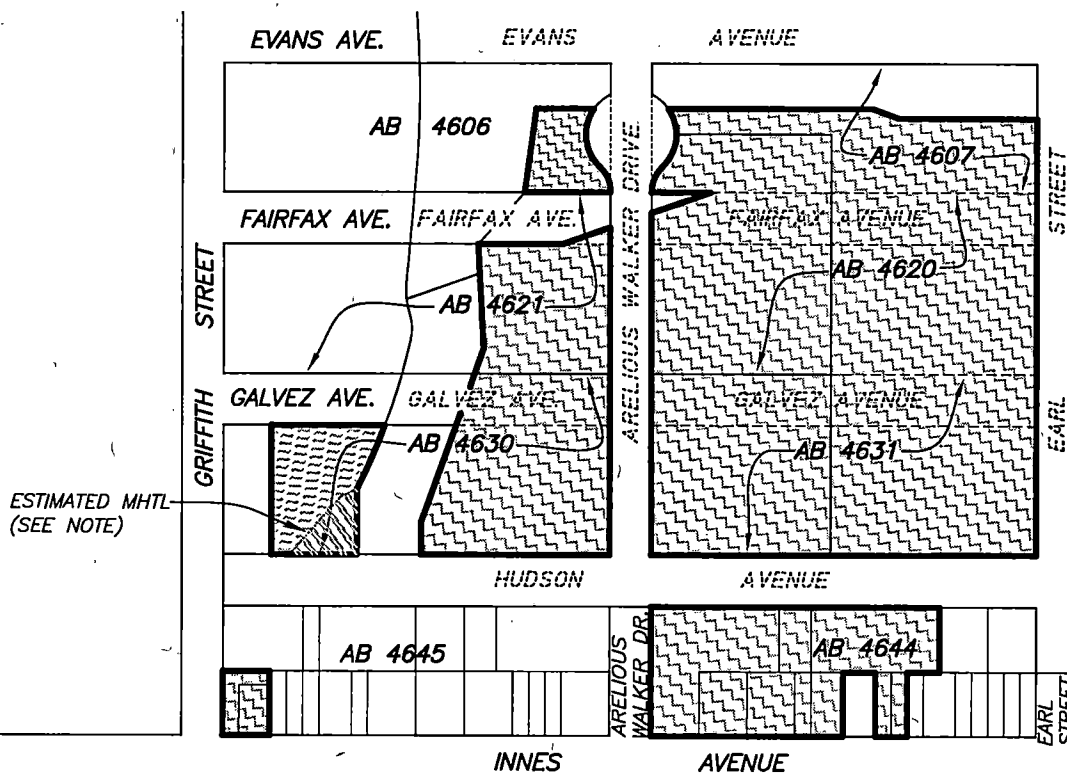
LANDS OF INDIA BASIN INVESTMENT,  
LLC (FILLED PARCEL 9)

AB  
FAIRFAX AVE.  
FAIRFAX AVE.

ASSESSOR'S BLOCK  
CITY STREET  
VACATED CITY STREET  
ESTIMATED MHTL



NOTE: ESTIMATED MEAN HIGH TIDE LINE  
(MHTL) BASED ON EXISTING CONDITIONS;  
ACTUAL MHTL TO BE DETERMINED BASED ON  
SURVEY AFTER REMEDIATION/COMPLETION OF  
WATERFRONT PARK.



## **EXHIBIT D-4** **ILLUSTRATIVE PLAT** **LANDS of** **INDIA BASIN INVESTMENT, LLC**

**EXHIBIT E**

**Form of City Quitclaim Deed (Street Vacation Parcels)**

RECORDING REQUESTED BY,  
AND WHEN RECORDED RETURN TO:

Real Estate Division  
City and County of San Francisco  
25 Van Ness Avenue, Suite 400  
San Francisco, California 94102  
Attn: Director of Property

MAIL TAX STATEMENTS TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

The undersigned hereby declares this  
instrument to be exempt from Recording Fees  
(CA Govt. Code § 27383)

APN: \_\_\_\_\_

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

Documentary Transfer Tax of \$\_\_\_\_\_ based upon full market value of the property without  
deduction for any lien or encumbrance

**QUITCLAIM DEED**  
**[(Assessor's Parcel No. \_\_\_\_\_)]**

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "City"), pursuant to Ordinance No. 206-20, adopted by the Board of Supervisors on September 29, 2020 and approved by the Mayor on October 9, 2020, subject to the reservations in this Quitclaim Deed hereby RELEASES, REMISES AND QUITCLAIMS to India Basin Investment LLC, a California limited liability company, any and all right, title and interest City may have in and to the real property located in the City and County of San Francisco, State of California, described on Exhibit 1 attached hereto and made a part hereof (the "Property").

1. **Reservation of Right-of-Way Easement.** City reserves for itself a perpetual, nonexclusive easement for public street purposes, including City-owned utilities and utilities needed to serve the City-owned property commonly known as India Basin Open Space (the "ROW Easement"), over, across, and under the property shown and described on attached Exhibit 2.

a. **Termination.** The ROW Easement will terminate automatically on (a) the City Public Works Director's ("PW Director") issuance of determination of completion for at least 1.3 acres of public rights-of-way within Phase 1 of the India Basin Project in accordance with the Development Agreement by and between City and Developer dated as of October 3, 2019, which includes providing access (including rights for utility service) to the property commonly known as the India Basin Open Space; or (b) such earlier date at the PW Director's discretion, in consultation with the affected City departments.<sup>1</sup> In no event will the ROW Easement terminate without City having adequate access to the India Basin Open Space.

b. **Right to Trim Trees.** The ROW Easement also includes the right to trim and cut trees and vegetation, if any, that may be a hazard to the Facilities and the right to do such other things as are necessary for the full enjoyment and accomplishment of the purposes of the ROW Easement. City's rights with respect to the ROW Easement may be exercised by City's agents, contractors, subcontractors, suppliers, consultants, employees, or representatives, or by other authorized persons acting for or on behalf of City.

c. **Definition of Facilities.** "Facilities" means, collectively, any existing City-owned or requested paving, street base, signage, traffic controls, striping, parking meters, water, sewer, power, gas, and communication facilities and all accessories and appurtenances thereto, including without limitation, hatches, hatch covers, fittings, air valves, braces, connections, fastenings, conduits, conductors, streetlights, and other utility facilities and appurtenances.

d. **Exercise of Rights.** City's rights with respect to the ROW Easement may be exercised by City's agents, contractors, subcontractors, suppliers, consultants, employees, or representatives, or by other authorized persons acting for or on behalf of City or other utility providers with franchise rights.

e. **Senior to PG&E Easement.** The ROW Easement is senior to the PG&E Easement described below.

2. **Reservation of Easement for Existing Water Facilities.** City reserves for itself a nonexclusive easement in gross to maintain an existing eight-inch water main and hydrants over, across, and under the property shown on attached Exhibit 3 ("Water Easement"). The Water Easement will terminate by quitclaim deed on the acceptance of replacement facilities, or such earlier date at the PW Director's discretion, in consultation with the affected City departments.

3. **Reservation of PG&E Easement.** City reserves for the benefit of Pacific Gas and Electric Company, a California corporation ("PG&E"), a nonexclusive easement in gross for gas and electrical facilities existing as of the date of the Ordinance (the "PG&E Easement") over, across, and under the property shown and described on attached Exhibit 4.

a. **Termination.** The PG&E Easement will terminate automatically on the earlier of (a) the relocation or removal of the facilities, with PG&E's concurrence, or (b) termination of service to customers through the facilities.

b. **Right to Cut Trees.** The PG&E Easement also includes the right to trim and cut trees and vegetation, if any, that may be a hazard to the gas and electrical facilities and the right to do such other things as are necessary for the full enjoyment and accomplishment of the purposes of the PG&E Easement. PG&E's rights with respect to the PG&E Easement may be exercised by PG&E's agents, contractors, subcontractors, suppliers, consultants, employees, or representatives, or by other authorized persons acting for or on behalf of PG&E.



Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Andrico Q. Penick  
Director of Property

Board of Supervisors Ordinance No. 206-20

APPROVED AS TO FORM:

DENNIS J. HERRERA  
City Attorney

By: \_\_\_\_\_  
Shari Geller Diamant  
Deputy City Attorney

[If required: DESCRIPTION  
CHECKED/APPROVED:]

By: \_\_\_\_\_  
[NAME]  
County Surveyor

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

State of California                     )  
   )ss  
County of San Francisco            )

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public in and for said State, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_ (Seal)

**EXHIBIT 1 TO EXHIBIT E**

**Legal Description and Plat of Street Vacation Parcels (the Property)**

[Attached]

## **EXHIBIT 1 to EXHIBIT E**

### **LEGAL DESCRIPTION and PLAT OF STREET VACATION PARCELS (THE PROPERTY)**

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

ALL THOSE PORTIONS OF CITY STREETS, VACATED PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### **PARCEL 12 (BEING A PORTION OF HUDSON AVENUE)**

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF EARL STREET (64.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE); THENCE ALONG SAID NORTHWESTERLY LINE OF EARL STREET NORTH 35°31'39" EAST 80.00 FEET TO THE NORTHEASTERLY LINE OF SAID HUDSON AVENUE; THENCE ALONG SAID NORTHEASTERLY LINE OF HUDSON AVENUE NORTH 54°28'21" WEST 956.23 FEET; THENCE SOUTH 07°02'10" EAST 5.45 FEET; THENCE NORTH 72°43'21" WEST 242.64 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID HUDSON AVENUE, DISTANT THEREON NORTH 54°28'21" WEST 1,182.97 FEET FROM SAID NORTHWESTERLY LINE OF EARL STREET; THENCE ALONG SAID SOUTHWESTERLY LINE OF HUDSON AVENUE, SOUTH 54°28'21" EAST 1,182.97 FEET TO THE POINT OF BEGINNING.

#### **PARCEL 13 (BEING A PORTION OF EARL STREET)**

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF EARL STREET (64.00 FEET WIDE), DISTANT THEREON NORTH 35°31'39" EAST 100.00 FEET FROM THE NORTHEASTERLY LINE OF INNES AVENUE (80.00 FEET WIDE); THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35°31'39" EAST 247.26 FEET; THENCE SOUTH 44°13'21" EAST 65.04 FEET TO THE SOUTHEASTERLY LINE OF SAID EARL STREET; THENCE ALONG SAID SOUTHEASTERLY LINE OF EARL STREET SOUTH 35°31'39" WEST 235.68 FEET TO A POINT THAT IS ON A LINE THAT IS PERPENDICULAR TO THE LAST MENTIONED COURSE AND PASSES THROUGH THE POINT OF BEGINNING; THENCE ALONG LAST SAID LINE NORTH 54°28'21" WEST 64.00 FEET TO THE POINT OF BEGINNING.

#### **PARCEL 15 (BEING A PORTION OF ARELIUS WALKER DRIVE)**

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF ARELIUS WALKER DRIVE (64.00 FEET WIDE) WITH THE NORTHEASTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE NORTH 54°28'21" WEST 64.00 FEET TO THE NORTHWESTERLY LINE OF SAID ARELIUS WALKER DRIVE; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35°31'39" EAST 362.72 FEET TO A POINT DISTANT THEREON SOUTH 35°31'39" WEST 143.05 FEET FROM THE NORTHERLY LINE OF THAT LAND CONVEYED BY THE STATE OF CALIFORNIA TO THE SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION PURSUANT TO CHAPTER 325, STATUTES OF 1863-4, SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST WHOSE RADIUS POINT BEARS SOUTH 15°25'36" WEST 101.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°48'24", AN ARC LENGTH OF 13.76 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE NORTH WHOSE RADIUS POINT

BEARS NORTH 23°14'00" EAST 122.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°42'11", AN ARC LENGTH OF 56.86 FEET TO A POINT ON SAID SOUTHEASTERLY LINE OF ARELOIUS WALKER DRIVE, DISTANT THEREON NORTH 35°31'39" EAST 390.94 FEET FROM SAID NORTHEASTERLY LINE OF HUDSON AVENUE; THENCE SOUTH 35°31'39" WEST 390.94 FEET TO THE POINT OF BEGINNING.

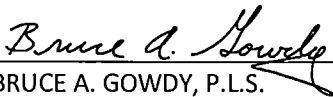
**PARCEL 16 (BEING A PORTION OF EARL STREET)**

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF EARL STREET (64.00 FEET WIDE), DISTANT THEREON NORTH 35°31'39" EAST 347.26 FEET FROM THE NORTHEASTERLY LINE OF INNES AVENUE (80.00 FEET WIDE); THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35°31'39" EAST 607.74 FEET TO A POINT DISTANT THEREON 85.00 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF EVANS AVENUE (80.00 FEET WIDE); THENCE SOUTH 54°28'21" EAST 64.00 FEET TO THE SOUTHEASTERLY LINE OF SAID EARL STREET; THENCE ALONG SAID SOUTHEASTERLY LINE OF EARL STREET SOUTH 35°31'39" WEST 619.32 FEET TO A POINT THAT IS ON A LINE THAT IS SOUTH 44°13'21" EAST FROM THE POINT OF BEGINNING; THENCE ALONG LAST SAID LINE NORTH 44°13'21" WEST 65.04 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THE ABOVE VACATED STREET PARCELS IS THE NORTHEASTERLY LINE OF HUDSON AVENUE TAKEN TO BE NORTH 54°28'21" WEST AS SHOWN ON "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988 IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

END OF DESCRIPTION

PREPARED BY:  
MARTIN M. RON ASSOCIATES, INC  
DECEMBER 30, 2020

  
BRUCE A. GOWDY, P.L.S.

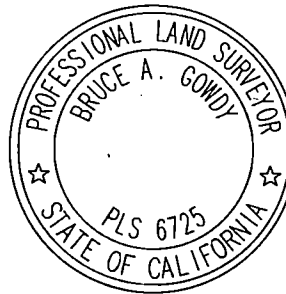


EXHIBIT 1(the property) TO EXHIBIT E\_legal.docx  
12-30-20

EVANS AVENUE

(80.00' WIDE)



SCALE: 1"=120'  
0' 120'

**EXHIBIT 1 to  
EXHIBIT E**

(THE PROPERTY)

PLAT OF STREET  
VACATION PARCELS

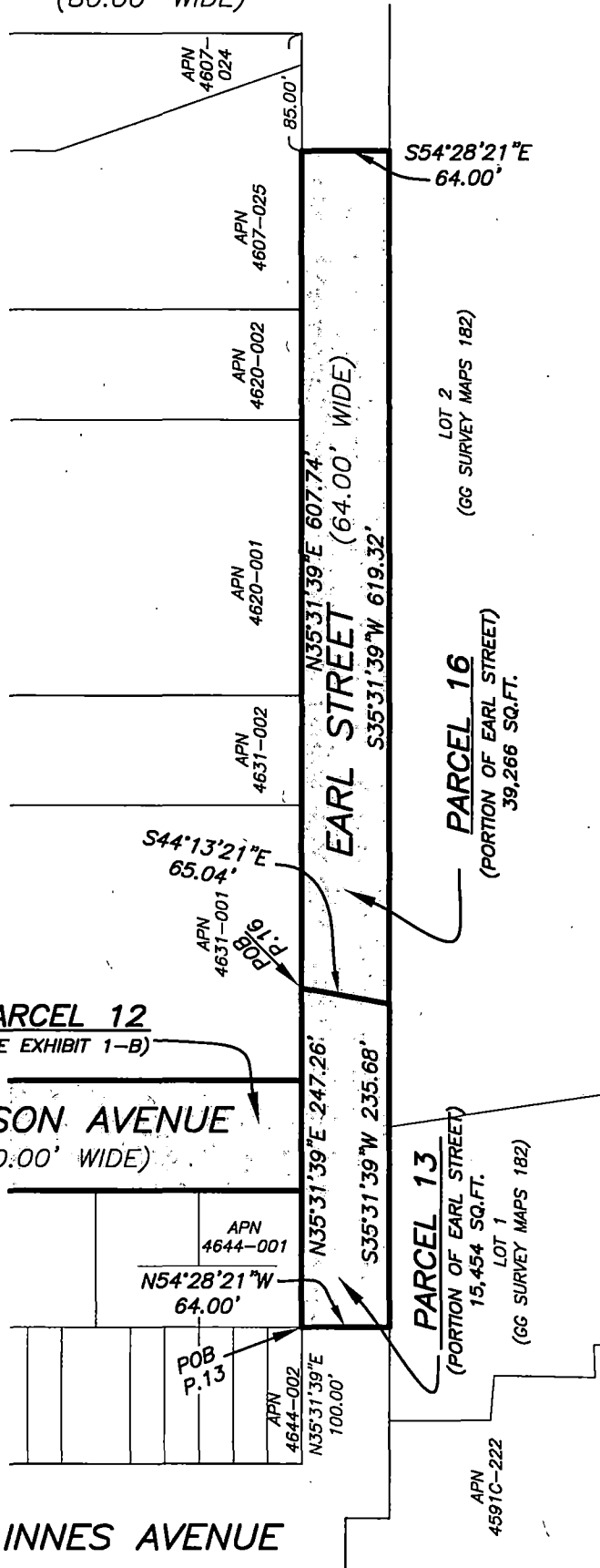
PAGE 1 OF 2

**PARCEL 12**  
(SEE EXHIBIT 1-B)

**HUDSON AVENUE**  
(80.00' WIDE)

INNES AVENUE

(80.00' WIDE)





SCALE: 1"=120'

0' 120'

# EXHIBIT 1 to EXHIBIT E

(THE PROPERTY)  
PLAT OF STREET  
VACATION PARCELS

PAGE 2 OF 2

EARL STREET (64.00' WIDE)

N35°31'39"E  
80.00'

PARCEL 16  
(SEE EXHIBIT 1-A)

APN  
4631-001

PARCEL 15

(PORTION OF  
ARELIIOUS WALKER DRIVE)  
23,931 SQ.FT.

R=122.00'  
Δ=26°42'11"  
L=56.86'

S35°31'39"W 390.94'

ARELIIOUS

N35°31'39"E 362.72'

R=101.00'  
Δ=7°48'24"  
L=13.76'

N35°31'39"E  
143.05'

S07°28'11"E(R)  
N23°14'00"E(R)  
N23°14'00"E(R)  
S15°25'36"W(R)

NORTHERLY LINE  
SOUTH  
SAN FRANCISCO ASSOCIATION  
AND RAILROAD

GALVEZ AVE.  
(80.00' WIDE)

APN  
4630-006

APN  
4630-007

S07°02'10"E  
5.45'

N54°28'21"W  
64.00'

PARCEL 12  
(PORTION OF HUDSON AVENUE)  
84,966 SQ.FT.

N54°28'21"W 956.23'  
HUDSON AVENUE (80.00' WIDE)  
S54°28'21"E 1,182.97'

WALKER DR.  
(64.00' WIDE)

APN  
4645-001

APN  
4645-013

APN  
4645-012

APN  
4645-010A  
APN  
4645-011

APN  
4645-010

PARCEL 13  
(SEE EXHIBIT 1-A)

APN  
4644-010B  
APN  
4644-010C

APN  
4644-010A  
APN  
4644-010

APN  
4644-009

N35°31'39"E 200.00'

APN  
4644-001

APN  
4644-011

INNES AVENUE (80.00' WIDE)

**EXHIBIT 2 TO EXHIBIT E**

**Legal Description and Plat of Right of Way Easement  
(ROW Easement)**

[Attached]



## **EXHIBIT 2 to EXHIBIT E**

### **LEGAL DESCRIPTION and PLAT OF RIGHT OF WAY EASEMENT (ROW EASEMENT)**

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

ALL THOSE PORTIONS OF CITY STREETS, VACATED PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**A PORTION OF PARCEL 12 (BEING A PORTION OF HUDSON AVENUE AND ARELIUS WALKER DRIVE)**  
BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF ARELIUS WALKER DRIVE (64.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE); THENCE ALONG THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF ARELIUS WALKER DRIVE NORTH 35°31'39" EAST 80.00 FEET TO THE NORTHEASTERLY LINE OF SAID HUDSON AVENUE; THENCE ALONG SAID NORTHEASTERLY LINE OF HUDSON AVENUE SOUTH 54°28'21" EAST 64.00 FEET TO THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID ARELIUS WALKER DRIVE; THENCE ALONG SAID PROLONGATION OF THE SOUTHEASTERLY LINE OF ARELIUS WALKER DRIVE SOUTH 35°31'39" WEST 80.00 FEET TO SAID SOUTHWESTERLY LINE OF HUDSON AVENUE; THENCE ALONG SAID SOUTHWESTERLY LINE OF HUDSON AVENUE NORTH 54°28'21" WEST 64.00 FEET TO THE POINT OF BEGINNING.

**PARCEL 15 (BEING A PORTION OF ARELIUS WALKER DRIVE)**  
BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF ARELIUS WALKER DRIVE (64.00 FEET WIDE) WITH THE NORTHEASTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE NORTH 54°28'21" WEST 64.00 FEET TO THE NORTHWESTERLY LINE OF SAID ARELIUS WALKER DRIVE; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35°31'39" EAST 362.72 FEET TO A POINT DISTANT THEREON SOUTH 35°31'39" WEST 143.05 FEET FROM THE NORTHERLY LINE OF THAT LAND CONVEYED BY THE STATE OF CALIFORNIA TO THE SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION PURSUANT TO CHAPTER 325, STATUTES OF 1863-4, SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST WHOSE RADIUS POINT BEARS SOUTH 15°25'36" WEST 101.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°48'24", AN ARC LENGTH OF 13.76 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE NORTH WHOSE RADIUS POINT BEARS NORTH 23°14'00" EAST 122.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°42'11", AN ARC LENGTH OF 56.86 FEET TO A POINT ON SAID SOUTHEASTERLY LINE OF ARELIUS WALKER DRIVE, DISTANT THEREON NORTH 35°31'39" EAST 390.94 FEET FROM SAID NORTHEASTERLY LINE OF HUDSON AVENUE; THENCE SOUTH 35°31'39" WEST 390.94 FEET TO THE POINT OF BEGINNING.

**PARCEL 16 (BEING A PORTION OF EARL STREET)**  
BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF EARL STREET (64.00 FEET WIDE), DISTANT THEREON NORTH 35°31'39" EAST 347.26 FEET FROM THE NORTHEASTERLY LINE OF INNES AVENUE (80.00 FEET WIDE); THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35°31'39" EAST 607.74 FEET

TO A POINT DISTANT THEREON 85.00 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF EVANS AVENUE (80.00 FEET WIDE); THENCE SOUTH 54°28'21" EAST 64.00 FEET TO THE SOUTHEASTERLY LINE OF SAID EARL STREET; THENCE ALONG SAID SOUTHEASTERLY LINE OF EARL STREET SOUTH 35°31'39" WEST 619.32 FEET TO A POINT THAT IS ON A LINE THAT IS SOUTH 44°13'21" EAST FROM THE POINT OF BEGINNING; THENCE ALONG LAST SAID LINE NORTH 44°13'21" WEST 65.04 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THE ABOVE STREET VACATION PARCELS IS THE NORTHEASTERLY LINE OF HUDSON AVENUE TAKEN TO BE NORTH 54°28'21" WEST AS SHOWN ON "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988 IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

END OF DESCRIPTION

PREPARED BY:  
MARTIN M. RON ASSOCIATES, INC  
JANUARY 5, 2021

Bruce A. Gowdy  
BRUCE A. GOWDY, P.L.S.



EXHIBIT 2 (ROW EASEMENT)\_legal.docx  
01-05-21

SCALE: 1"=120'  
0' 120'

# EXHIBIT 2 to EXHIBIT E

## PLAT OF RIGHT OF WAY EASEMENT (ROW EASEMENT)



EVANS AVENUE (80.00' WIDE)

NORTHERLY LINE SOUTH  
SAN FRANCISCO HOMESTEAD  
AND RAILROAD ASSOCIATION

**PARCEL 16**  
(PORTION OF EARL STREET)  
39,266 SQ.FT.

S54°28'21"E  
64.00'

N35°31'39"E  
143.05'

R=101.00'  
Δ=748°24'  
L=13.76'

R=122.00'  
Δ=26°42'11"  
L=56.86'

N35°31'39"E  
143.05'

S35°31'39"W  
390.94'

**PARCEL 15**  
(PORTION OF  
ARELIUS WALKER DRIVE)  
23,931 SQ.FT.

S44°13'21"E  
65.04'

POB  
P.16

APN  
4630-100

APN  
4631-001

**A PORTION OF  
PARCEL 12**  
5,120 SQ.FT.

N54°28'21"W  
64.00'

N35°31'39"E  
80.00'

HUDSON AVENUE (80.00' WIDE)

EARL STREET (64.00' WIDE)

LOT 2  
(GG  
SURVEY  
MAPS  
182)

LOT 1  
(GG  
SURVEY  
MAPS  
182)

POB  
PORTION  
OF P.12

APN  
4645-001

**WALKER DR.**  
(64.00' WIDE)

S35°31'39"W  
80.00'

APN  
4644-010A  
APN  
4644-010

APN  
4644-010B  
APN  
4644-010C

APN  
4644-011

APN  
4644-001

APN  
4644-009

APN  
4645-035  
THRU 046

INNES AVENUE (80.00' WIDE)

**EXHIBIT 3 TO EXHIBIT E**

**Legal Description and Plat (Water Easement)**

[Attached]

### **EXHIBIT 3 to EXHIBIT E**

#### **LEGAL DESCRIPTION and PLAT (WATER EASEMENT)**

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

ALL THOSE PORTIONS OF CITY STREETS, VACATED PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**A PORTION OF PARCEL 12 (BEING A PORTION OF HUDSON AVENUE AND ARELIUS WALKER DRIVE)**  
BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF ARELIUS WALKER DRIVE (64.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE); THENCE ALONG THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF ARELIUS WALKER DRIVE NORTH 35°31'39" EAST 80.00 FEET TO THE NORTHEASTERLY LINE OF SAID HUDSON AVENUE; THENCE ALONG SAID NORTHEASTERLY LINE OF HUDSON AVENUE SOUTH 54°28'21" EAST 64.00 FEET TO THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID ARELIUS WALKER DRIVE; THENCE ALONG SAID PROLONGATION OF THE SOUTHEASTERLY LINE OF ARELIUS WALKER DRIVE SOUTH 35°31'39" WEST 80.00 FEET TO SAID SOUTHWESTERLY LINE OF HUDSON AVENUE; THENCE ALONG SAID SOUTHWESTERLY LINE OF HUDSON AVENUE NORTH 54°28'21" WEST 64.00 FEET TO THE POINT OF BEGINNING.

**PARCEL 15 (BEING A PORTION OF ARELIUS WALKER DRIVE)**  
BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF ARELIUS WALKER DRIVE (64.00 FEET WIDE) WITH THE NORTHEASTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE NORTH 54°28'21" WEST 64.00 FEET TO THE NORTHWESTERLY LINE OF SAID ARELIUS WALKER DRIVE; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35°31'39" EAST 362.72 FEET TO A POINT DISTANT THEREON SOUTH 35°31'39" WEST 143.05 FEET FROM THE NORTHERLY LINE OF THAT LAND CONVEYED BY THE STATE OF CALIFORNIA TO THE SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION PURSUANT TO CHAPTER 325, STATUTES OF 1863-4, SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST WHOSE RADIUS POINT BEARS SOUTH 15°25'36" WEST 101.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°48'24", AN ARC LENGTH OF 13.76 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE NORTH WHOSE RADIUS POINT BEARS NORTH 23°14'00" EAST 122.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°42'11", AN ARC LENGTH OF 56.86 FEET TO A POINT ON SAID SOUTHEASTERLY LINE OF ARELIUS WALKER DRIVE, DISTANT THEREON NORTH 35°31'39" EAST 390.94 FEET FROM SAID NORTHEASTERLY LINE OF HUDSON AVENUE; THENCE SOUTH 35°31'39" WEST 390.94 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THE ABOVE VACATED STREET PARCELS IS THE NORTHEASTERLY LINE OF HUDSON AVENUE TAKEN TO BE NORTH 54°28'21" WEST AS SHOWN ON "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988 IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

END OF DESCRIPTION

PREPARED BY:  
MARTIN M. RON ASSOCIATES, INC  
JANUARY 5, 2021

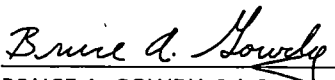
  
\_\_\_\_\_  
BRUCE A. GOWDY, P.L.S.



EXHIBIT 3 (WATER EASEMENT)\_legal.docx  
01-05-21

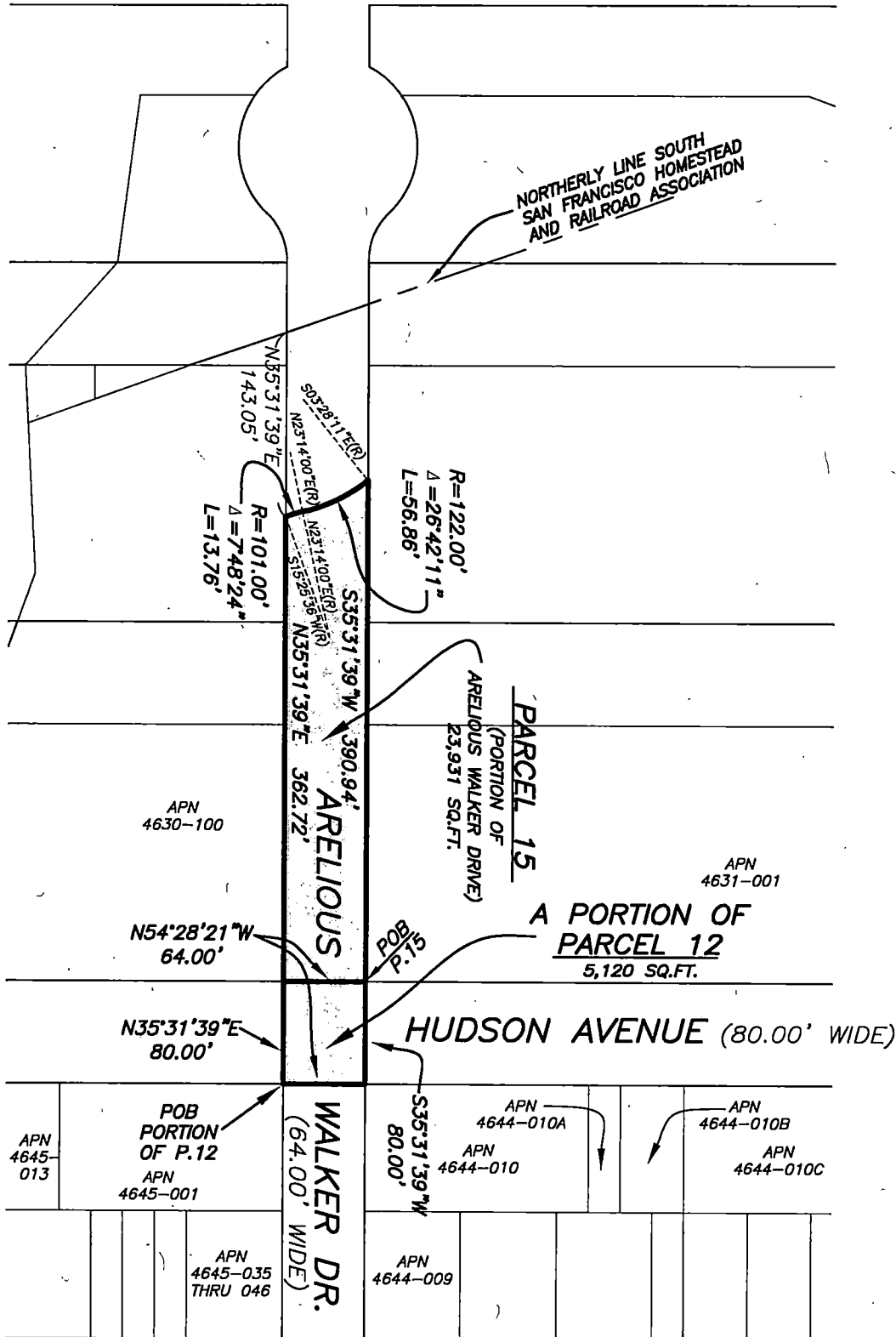
# EXHIBIT 3 to EXHIBIT E

## PLAT OF (WATER EASEMENT)



SCALE: 1"=120'  
0' 120'

EVANS AVENUE (80.00' WIDE)



INNES AVENUE (80.00' WIDE)

**EXHIBIT 4 TO EXHIBIT E**

**Legal Description and Plat  
(PG&E Easement)**

[Attached]



## **EXHIBIT 4 to EXHIBIT E**

### **LEGAL DESCRIPTION and PLAT (PG&E EASEMENT)**

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

ALL THOSE PORTIONS OF CITY STREETS, VACATED PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**A PORTION OF PARCEL 12 (BEING A PORTION OF HUDSON AVENUE AND ARELIUS WALKER DRIVE)**  
BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF ARELIUS WALKER DRIVE (64.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE); THENCE ALONG THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF ARELIUS WALKER DRIVE NORTH 35°31'39" EAST 80.00 FEET TO THE NORTHEASTERLY LINE OF SAID HUDSON AVENUE; THENCE ALONG SAID NORTHEASTERLY LINE OF HUDSON AVENUE SOUTH 54°28'21" EAST 64.00 FEET TO THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID ARELIUS WALKER DRIVE; THENCE ALONG SAID PROLONGATION OF THE SOUTHEASTERLY LINE OF ARELIUS WALKER DRIVE SOUTH 35°31'39" WEST 80.00 FEET TO SAID SOUTHWESTERLY LINE OF HUDSON AVENUE; THENCE ALONG SAID SOUTHWESTERLY LINE OF HUDSON AVENUE NORTH 54°28'21" WEST 64.00 FEET TO THE POINT OF BEGINNING.

**PARCEL 13 (BEING A PORTION OF EARL STREET)**  
BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF EARL STREET (64.00 FEET WIDE), DISTANT THEREON NORTH 35°31'39" EAST 100.00 FEET FROM THE NORTHEASTERLY LINE OF INNES AVENUE (80.00 FEET WIDE); THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35°31'39" EAST 247.26 FEET; THENCE SOUTH 44°13'21" EAST 65.04 FEET TO THE SOUTHEASTERLY LINE OF SAID EARL STREET; THENCE ALONG SAID SOUTHEASTERLY LINE OF EARL STREET SOUTH 35°31'39" WEST 235.68 FEET TO A POINT THAT IS ON A LINE THAT IS PERPENDICULAR TO THE LAST MENTIONED COURSE AND PASSES THROUGH THE POINT OF BEGINNING; THENCE ALONG LAST SAID LINE NORTH 54°28'21" WEST 64.00 FEET TO THE POINT OF BEGINNING.

**PARCEL 15 (BEING A PORTION OF ARELIUS WALKER DRIVE)**  
BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF ARELIUS WALKER DRIVE (64.00 FEET WIDE) WITH THE NORTHEASTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY LINE NORTH 54°28'21" WEST 64.00 FEET TO THE NORTHWESTERLY LINE OF SAID ARELIUS WALKER DRIVE; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35°31'39" EAST 362.72 FEET TO A POINT DISTANT THEREON SOUTH 35°31'39" WEST 143.05 FEET FROM THE NORTHERLY LINE OF THAT LAND CONVEYED BY THE STATE OF CALIFORNIA TO THE SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION PURSUANT TO CHAPTER 325, STATUTES OF 1863-4, SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST WHOSE RADIUS POINT BEARS SOUTH 15°25'36" WEST 101.00 FEET; THENCE

SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°48'24", AN ARC LENGTH OF 13.76 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE NORTH WHOSE RADIUS POINT BEARS NORTH 23°14'00" EAST 122.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°42'11", AN ARC LENGTH OF 56.86 FEET TO A POINT ON SAID SOUTHEASTERLY LINE OF ARELOIUS WALKER DRIVE, DISTANT THEREON NORTH 35°31'39" EAST 390.94 FEET FROM SAID NORTHEASTERLY LINE OF HUDSON AVENUE; THENCE SOUTH 35°31'39" WEST 390.94 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THE ABOVE VACATED STREET PARCELS IS THE NORTHEASTERLY LINE OF HUDSON AVENUE TAKEN TO BE NORTH 54°28'21" WEST AS SHOWN ON "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988 IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

END OF DESCRIPTION

PREPARED BY:  
MARTIN M. RON ASSOCIATES, INC  
JANUARY 5, 2021

Bruce A. Gowdy  
BRUCE A. GOWDY, P.L.S.



EXHIBIT 4 (PG&EASEMENTS)\_legal.docx  
01-05-21

# EXHIBIT 4 to EXHIBIT E

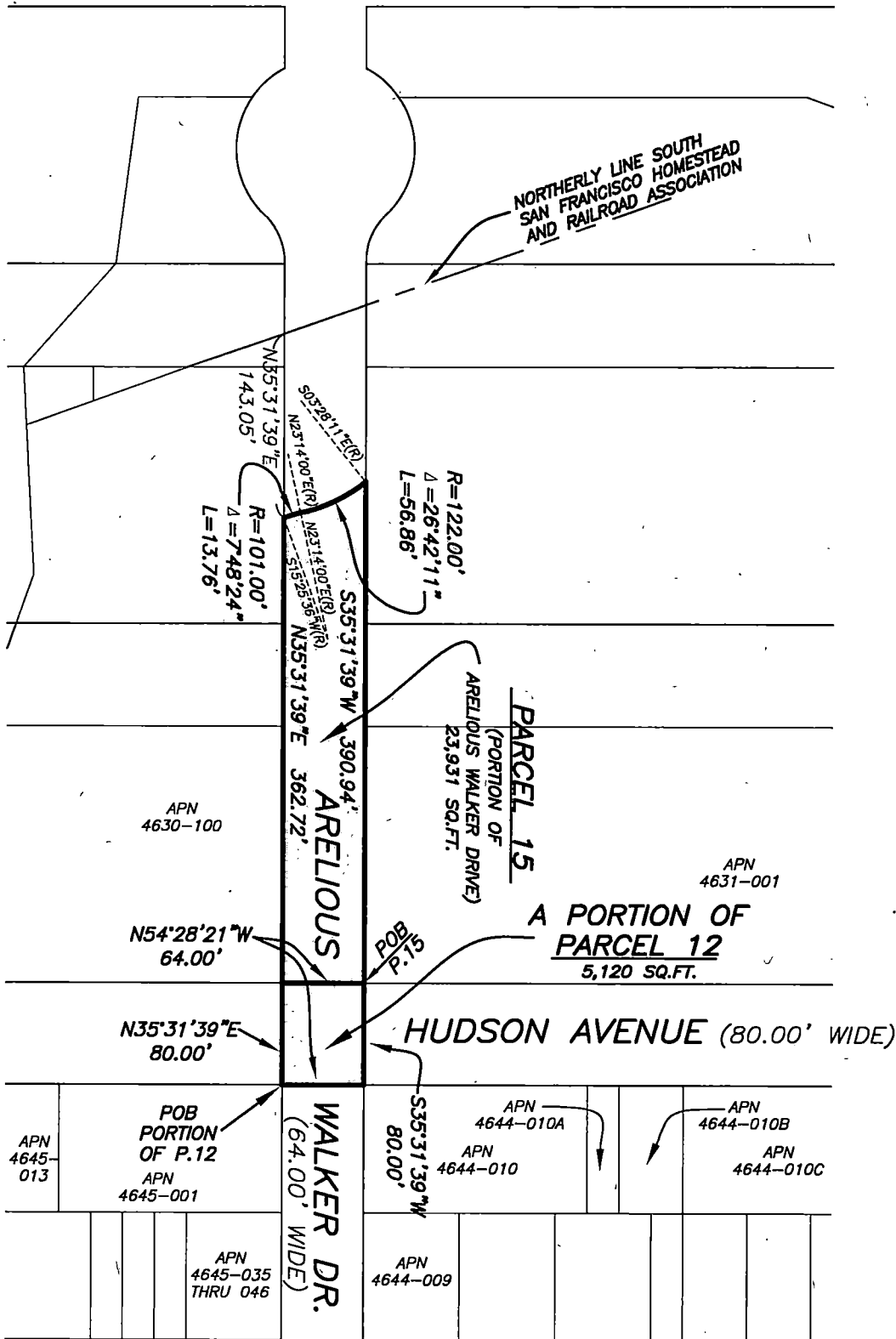
## PLAT OF (PG&E EASEMENT)

PAGE 1 OF 2



SCALE: 1"=120'  
0' 120'

EVANS AVENUE (80.00' WIDE)



INNES AVENUE (80.00' WIDE)

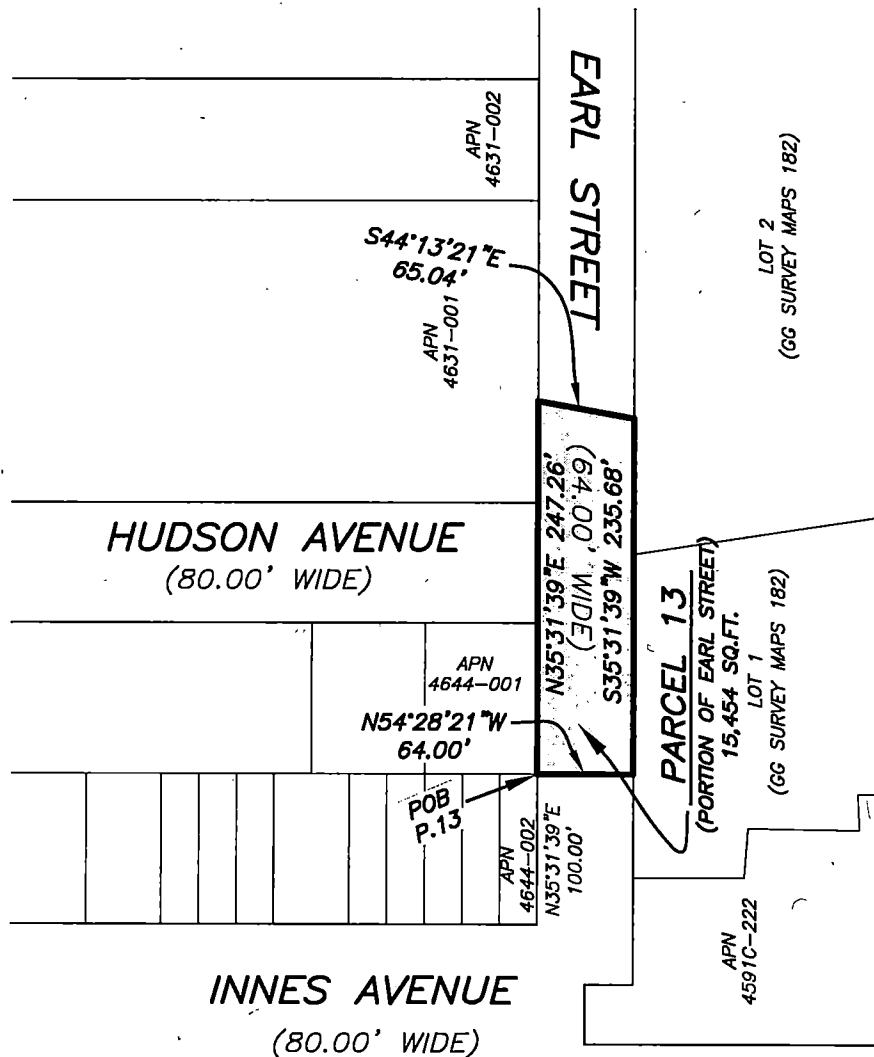
# EXHIBIT 4 to EXHIBIT E

PLAT OF (PG&E EASEMENT)

PAGE 2 OF 2



SCALE: 1"=120'  
0' 120'



**EXHIBIT F**

**Form of Stormwater and Wetland Easement (Developer to City)**

RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

Attn: Director of Property  
Real Estate Division  
City and County of San Francisco  
25 Van Ness Avenue, Suite 400  
San Francisco, CA 94102

Exempt from Recording Fees (Govt. Code §  
27383) and from Documentary Transfer Tax  
(Rev. & Tax. Code § 11922 and SF Bus. and  
Tax Reg. Code § 1105)

Assessor's Block ("A.B.")

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

**EASEMENT AGREEMENT  
Stormwater and Wetlands Easement**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, India Basin Investment, LLC, a California limited liability company ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**" or "**Grantee**"), an easement for stormwater conveyance and treatment, and for wetlands in, across, and through Grantor's real property, which is located in San Francisco, California, and described and depicted in attached Exhibit 1 (the "**Easement Area**"), which shall be referred to hereafter as the "**Easement**."

1. Nature of Easement. The Easement is a perpetual nonexclusive easement including the right to (a) channel or otherwise convey overland stormwater flow onto and through the Easement Area; (b) channel stormwater flow in pipes; (c) retain and treat stormwater; (d) construct, reconstruct, install, operate, maintain, inspect, repair, remove, replace, alter, expand, and reconstruct, from time to time, within the Easement Area, stormwater conveyance and treatment improvements along with all associated connecting pipes, appurtenances, appliances and fittings (collectively, "**Stormwater Facilities**"); (e) excavate to access the Stormwater Facilities from the ground surface; (f) place temporary stormwater facilities and equipment above ground when needed in connection with any emergency or repair work, as needed to maintain continuous utility service; and (g) construct, reconstruct, install, operate, maintain, inspect, repair, remove, replace, alter, expand, and reconstruct, from time to time, within the Easement Area, wetlands along with all associated connecting pipes, appurtenances, appliances and fittings, including as may be required by applicable permit conditions from the US Army Corps of Engineers and the San Francisco Regional Water Quality Control Board.

2. Transfer of Easement Rights to Others. City has the right to convey, transfer, or assign any or all of its Easement rights set forth above to other users, which may be in the form of easements in gross, easements appurtenant running with the land, leases, licenses, or other use agreements. City intends to convey certain of its Easement rights to Grantor in an easement appurtenant running with the land for the benefit of all or a portion of a larger parcel of real property owned by or to be acquired by Grantor, as more particularly described in attached Exhibit 2 to ensure the preservation of stormwater facilities and wetlands mitigation, in form and substance acceptable to Grantor and City.

3. Non-Merger. The Easement will not merge with the fee interest in the land, even if the holder of the easement and the owner of the fee is the same person, unless the easement is expressly and specifically terminated by all owners of the burdened land and all benefited parties or owners of benefited lands pursuant to a written instrument. This Easement shall remain subject to prior encumbrances on title, even if fee title is conveyed to the holder of a prior encumbrance.

4. Non-Interference with Trust. The existence of the common law Public Trust for commerce, navigation, and fisheries and the Burton Act (Chapter 1333, Statutes of 1968) Trust ("Trust") across a majority of the Easement Area is presently disputed. Grantor and City, by that certain Public Trust Exchange and Title Settlement Agreement for India Basin recorded contemporaneously with this Easement Agreement, intend to cause the Trust to be confirmed or impressed on the entire Easement Area. The Easement shall be exercised in a manner as to not substantially impair the use of the Easement Area for uses consistent with the Trust, in the sole determination of the trustee. If the trustee determines that relocation of the Easement is necessary to avoid substantial impairment to the Trust, the trustee may authorize such relocation. The costs of such relocation shall be borne by City or the transferees or assigns of City's Easement rights in accordance with a separate agreement among them, and trustee shall bear none of the costs of such relocation.

[Continued]

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR:**

INDIA BASIN INVESTMENT  
A California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Andrico Q. Penick  
Director of Property

**APPROVED AS TO FORM:**

DENNIS J. HERRERA  
City Attorney

By: \_\_\_\_\_  
Shari Geller Diamant  
Deputy City Attorney

[If required: DESCRIPTION  
CHECKED/APPROVED:]

By: \_\_\_\_\_  
[NAME]  
County Surveyor

**NOTARY ACKNOWLEDGMENT**

State of California )

) ss

County of San Francisco )

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public in and for said State, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_ (Seal)



**EXHIBIT 1 TO EXHIBIT F**

**Legal Description and Illustrative Plat of Stormwater and Wetlands Easement Area**

[Attached]

**EXHIBIT 1 to EXHIBIT F**  
**LEGAL DESCRIPTION and ILLUSTRATIVE PLAT of**  
**STORMWATER AND WETLANDS EASEMENT AREA**

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

THOSE CERTAIN TRUST ADDITION "(TA)" PARCELS, AS DESCRIBED AND SHOWN IN EXHIBIT B OF THE "PUBLIC TRUST EXCHANGE AND TITLE SETTLEMENT AGREEMENT FOR INDIA BASIN", MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 1**

THAT PORTION OF PARCEL TA-6, ALSO BEING A PORTION OF PARCEL NINE OF THAT CERTAIN TRUSTEE'S DEED, RECORDED DECEMBER 20, 2013, AS DOCUMENT NO. 2013-J807753, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF GRIFFITH STREET (FORMERLY G STREET), 64.00 FEET WIDE AND THE NORTHEASTERLY LINE OF FORMER HUDSON AVENUE (FORMERLY EIGHTH STREET), 80.00 FEET WIDE, AS SAID AVENUE EXISTED PRIOR TO ITS VACATION PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICIAL RECORDS; THENCE ALONG SAID LINE OF FORMER HUDSON AVENUE, SOUTH 54°28'21" EAST 207.86 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID LINE OF FORMER HUDSON AVENUE NORTH 54°28'21" WEST 104.30 FEET; THENCE NORTH 77°10'42" EAST 119.05 FEET; THENCE SOUTH 79°31'20" EAST 27.80 FEET; THENCE SOUTH 35°31'39" WEST 100.72 FEET TO SAID NORTHEASTERLY LINE OF FORMER HUDSON AVENUE AND THE TRUE POINT OF BEGINNING, CONTAINING 5,907 SQUARE FEET, MORE OR LESS.

**PARCEL 2**

THAT PORTION OF PARCEL TA-1, ALSO BEING A PORTION OF PARCEL ONE OF THAT CERTAIN TRUSTEE'S DEED, RECORDED DECEMBER 20, 2013, AS DOCUMENT NO. 2013-J807753, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND THOSE PORTIONS OF GALVEZ AVENUE AND FAIRFAX AVENUE VACATED PER ORDINANCE NO. 446-86, RECORDED NOVEMBER 24, 1986 AS DOCUMENT NO. D903039 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER; TOGETHER WITH THAT PORTION OF ARELIUS WALKER DRIVE VACATED PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020 AS DOCUMENT NO. 2020-047863 OF SAID OFFICIAL RECORDS DESCRIBED AS WHOLE AS FOLLOWS:

**BEGINNING** AT A POINT ON THE SOUTHWESTERLY LINE OF FORMER FAIRFAX AVENUE (FORMERLY SIXTH STREET), 80.00 FEET WIDE, ALSO BEING A POINT ON THE NORTHWESTERLY TERMINUS OF THAT PORTION OF FAIRFAX AVENUE, VACATED PER ORDINANCE NO. 446-86, RECORDED NOVEMBER 24, 1986, AS DOCUMENT NUMBER D903039, OFFICIAL RECORDS, DISTANT THEREON, SOUTH 54°28'21" EAST 395.49 FEET FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET (FORMERLY G STREET), 64.00

FEET WIDE; THENCE ALONG SAID LINE OF FORMER FAIRFAX AVENUE, SOUTH 54°28'21" EAST 130.72 FEET TO THE NORTHERLY LINE OF THAT PARCEL AS SHOWN ON "MAP OF THE SOUTH SAN FRANCISCO HOMESTEAD AND R.R. ASSOCIATION", RECORDED APRIL 15, 1867, IN BOOK A & B OF MAPS, OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, ALSO BEING THE SOUTHERLY LINE OF PARCEL "N" AS DESCRIBED IN THAT DOCUMENT ("THE BURTON ACT"), RECORDED MAY 14, 1976, IN BOOK C169, PAGE 573, OFFICIAL RECORDS, CITY AND COUNTY OF SAN FRANCISCO; THENCE ALONG SAID LINES, SOUTH 73°43'21" EAST 195.85 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS SOUTH 41°37'07" EAST WITH A RADIUS OF 137.00 FEET, THROUGH A CENTRAL ANGLE OF 19°08'04", AN ARC LENGTH OF 45.75 FEET; THENCE SOUTHWESTERLY ALONG A REVERSE CURVE, CONCAVE TO THE NORTHWEST WITH A RADIUS OF 122.00 FEET, THROUGH A CENTRAL ANGLE OF 83°59'11", AN ARC LENGTH OF 178.83 FEET; THENCE WESTERLY ALONG A REVERSE CURVE, CONCAVE TO THE SOUTH WITH A RADIUS OF 101.00 FEET, THROUGH A CENTRAL ANGLE OF 58°39'23", AN ARC LENGTH OF 103.40 FEET; THENCE WESTERLY ALONG A REVERSE CURVE, CONCAVE TO THE NORTH WITH A RADIUS OF 170.50 FEET, THROUGH A CENTRAL ANGLE OF 66°23'14", AN ARC LENGTH OF 197.55 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, THE CENTER OF WHICH BEARS NORTH 29°13'13" WEST WITH A RADIUS OF 215.00 FEET, THROUGH A CENTRAL ANGLE OF 16°50'01", AN ARC LENGTH OF 63.17 FEET; THENCE SOUTHWESTERLY ALONG A REVERSE CURVE, CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 462.81 FEET, THROUGH A CENTRAL ANGLE OF 06°42'28", AN ARC LENGTH OF 54.18 FEET; THENCE NORTH 55°14'30" EAST 240.49 FEET; THENCE NORTH 32°31'03" EAST 161.93 FEET TO THE POINT OF BEGINNING, CONTAINING 64,207 SQUARE FEET, MORE OR LESS.

#### **PARCEL 3**

THAT PORTION OF PARCEL TA-5, ALSO BEING A PORTION OF PARCEL ONE OF THAT CERTAIN TRUSTEE'S DEED, RECORDED DECEMBER 20, 2013, AS DOCUMENT NO. 2013-J807753, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF FORMER ARELIUS WALKER DRIVE (FORMERLY FITCH STREET), 64.00 FEET WIDE, AS SAID DRIVE EXISTED PRIOR TO ITS VACATION PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICIAL RECORDS AND THE NORTHEASTERLY LINE OF FORMER FAIRFAX AVENUE (FORMERLY SIXTH STREET), 80.00 FEET WIDE, AS SAID AVENUE EXISTED PRIOR TO ITS VACATION PER ORDINANCE NO. 446-86, RECORDED NOVEMBER 24, 1986 AS DOCUMENT NO. D903039, OFFICIAL RECORDS; THENCE ALONG SAID LINE OF FORMER FAIRFAX AVENUE, SOUTH 54°28'21" EAST 91.30 FEET; THENCE SOUTH 73°43'21" EAST 109.96 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 06°26'49" EAST 13.94 FEET; THENCE NORTH 73°55'12" EAST 49.43 FEET; THENCE SOUTH 29°41'03" EAST 24.18 FEET; THENCE SOUTH 63°31'39" WEST 34.45 FEET; THENCE NORTH 73°43'21" WEST 31.46 FEET TO THE **TRUE POINT OF BEGINNING**, CONTAINING 1,366 SQUARE FEET, MORE OR LESS.

#### **PARCEL 4**

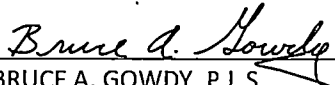
A PORTION OF PARCEL TA-5, ALSO BEING A PORTION OF PARCEL ONE OF THAT CERTAIN TRUSTEE'S DEED, RECORDED DECEMBER 20, 2013, AS DOCUMENT NO. 2013-J807753, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF FORMER EVANS AVENUE (FORMERLY FIFTH STREET), 80.00 FEET WIDE AND THE NORTHWESTERLY LINE OF FORMER EARL

STREET (FORMERLY E STREET), 64.00 FEET WIDE, AS SAID AVENUE AND STREET EXISTED PRIOR TO THEIR VACATION PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICIAL RECORDS; THENCE ALONG SAID LINE OF FORMER EARL STREET, SOUTH 35°31'39" WEST 85.00 FEET; THENCE NORTH 54°28'21" WEST 57.75 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTHWESTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTH, THE CENTER WHICH BEARS NORTH 04°34'39" WEST, WITH A RADIUS OF 272.00 FEET, THROUGH A CENTRAL ANGLE OF 08°41'57", AN ARC LENGTH OF 41.30 FEET; THENCE NORTH 35°30'07" EAST 24.11 FEET; THENCE SOUTH 54°28'21" EAST 33.49 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 425 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:  
MARTIN M. RON ASSOCIATES, INC  
FEBRUARY 26, 2021

  
\_\_\_\_\_  
BRUCE A. GOWDY, P.L.S.

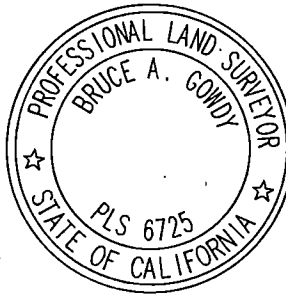
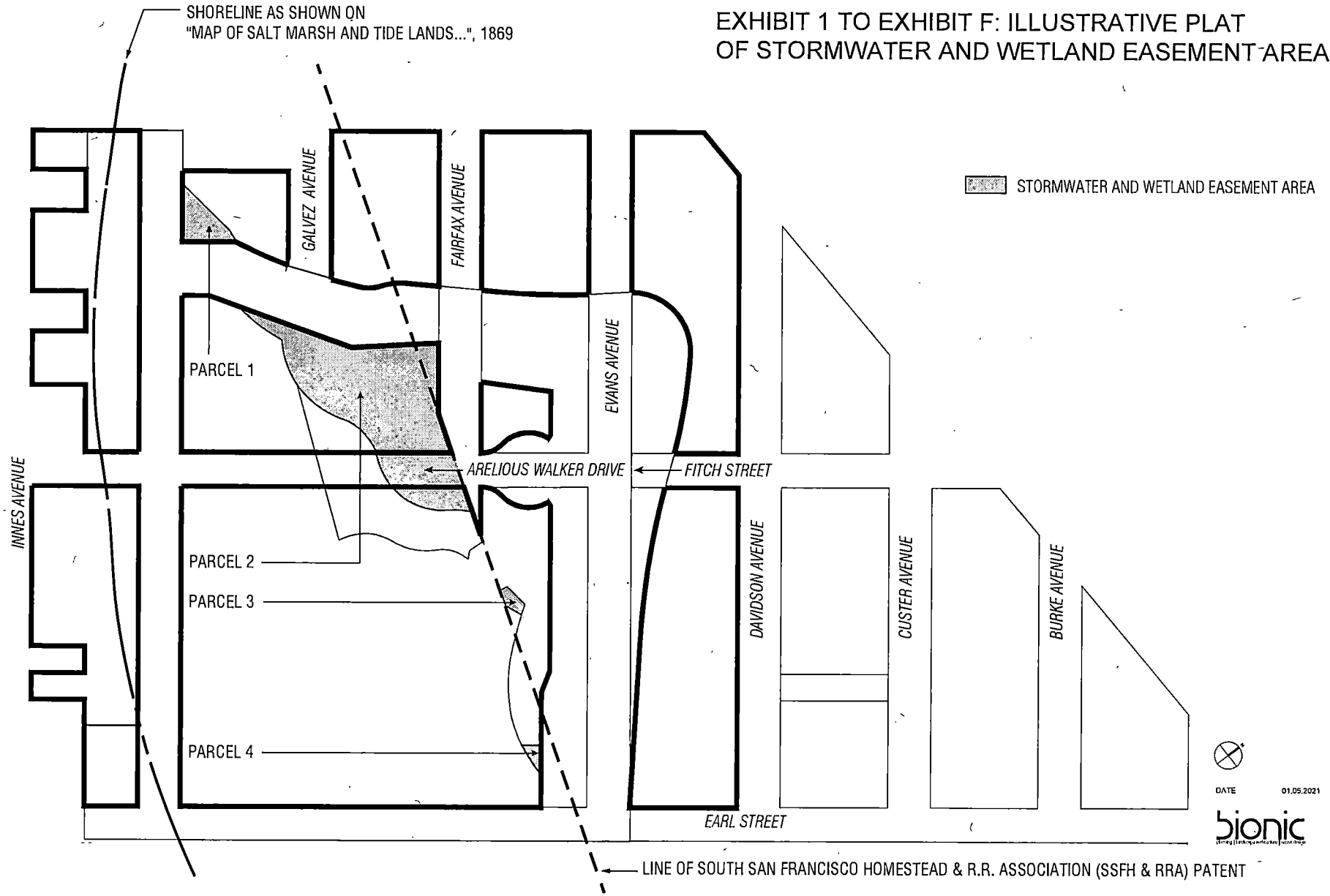


EXHIBIT 1 TO EXHIBIT F (STORMWATER-WETLANDS EASEMENT)\_legal.docx  
02-26-21

# EXHIBIT 1 TO EXHIBIT F: ILLUSTRATIVE PLAT OF STORMWATER AND WETLAND EASEMENT-AREA



**EXHIBIT 2 TO EXHIBIT F**

**Legal Description and Illustrative Plat of Property Appurtenant to Stormwater and  
Wetlands Easement  
("Property")**

[Attached]

**EXHIBIT 2 to EXHIBIT F**  
**LEGAL DESCRIPTION and ILLUSTRATIVE PLAT of**  
**PROPERTY APPURTENANT TO STORMWATER AND WETLANDS EASEMENT**  
**("PROPERTY")**

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

THOSE CERTAIN PARCELS AS DESCRIBED AND SHOWN IN EXHIBIT C OF THE "PUBLIC TRUST EXCHANGE AND TITLE SETTLEMENT AGREEMENT FOR INDIA BASIN", MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL TT-1**

A PORTION OF PARCEL ONE AND ALL OF PARCELS TWO AND THREE OF THAT CERTAIN TRUSTEE'S DEED, RECORDED DECEMBER 20, 2013, AS DOCUMENT NO. 2013-J807753, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, ALSO PORTIONS OF FORMER HUDSON AVENUE, FORMER GALVEZ AVENUE, FORMER ARELIUS WALKER DRIVE, FORMER EARL STREET AND FORMER FAIRFAX AVENUE, AND ALL OF THE ABOVE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF FORMER EARL STREET (FORMERLY E STREET), 64 FEET WIDE, DISTANT THEREON NORTH 35°31'39" EAST 100.00 FEET FROM THE NORTHEASTERLY LINE OF INNES AVENUE (FORMERLY NINTH STREET), 80.00 FEET WIDE, ALSO BEING A POINT ON THE SOUTHWESTERLY TERMINUS OF THAT PORTION OF EARL STREET, VACATED PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICIAL RECORDS; THENCE ALONG THE LINE OF SAID VACATED PORTION OF EARL STREET, NORTH 54°28'21" WEST 64.00 FEET TO THE NORTHEASTERLY LINE OF SAID FORMER EARL STREET; THENCE ALONG SAID VACATED PORTION OF EARL STREET, NORTH 35°31'39" EAST 100.00 FEET TO THE SOUTHWESTERLY LINE OF FORMER HUDSON AVENUE (FORMERLY EIGHTH STREET), 80.00 FEET WIDE, AS SAID STREET EXISTED PRIOR TO ITS VACATION PER SAID ORDINANCE NO. 206-20; THENCE ALONG SAID LINE OF FORMER HUDSON AVENUE, NORTH 54°28'21" WEST 150.00 FEET; THENCE SOUTH 35°31'39" WEST 100.00 FEET; THENCE NORTH 54°28'21" WEST 50.00 FEET; THENCE SOUTH 35°31'39" WEST 100.00 FEET TO THE NORTHEASTERLY LINE OF SAID INNES AVENUE; THENCE ALONG SAID LINE OF INNES AVENUE, NORTH 54°28'21" WEST 50.00 FEET; THENCE NORTH 35°31'39" EAST 100.00 FEET; THENCE NORTH 54°28'21" WEST 50.00 FEET; THENCE SOUTH 35°31'39" WEST 100.00 FEET TO SAID NORTHEASTERLY LINE OF INNES AVENUE; THENCE ALONG SAID LINE OF INNES AVENUE, NORTH 54°28'21" WEST 300.00 FEET TO THE SOUTHWESTERLY LINE OF ARELIUS WALKER DRIVE (FORMERLY FITCH STREET), 64.00 FEET WIDE; THENCE ALONG SAID LINE OF ARELIUS WALKER DRIVE, NORTH 35°31'39" EAST 200.00 FEET TO SAID SOUTHWESTERLY LINE OF FORMER HUDSON AVENUE; THENCE ALONG SAID LINE OF FORMER HUDSON AVENUE, NORTH 54°28'21" WEST 582.98 FEET TO A POINT DISTANT THEREON, SOUTH 54°28'21" EAST 81.02 FEET (81.03 FEET PER SAID ORDINANCE NO. 206-20) FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET (FORMERLY G STREET), 64 FEET WIDE; THENCE SOUTH 72°43'21" EAST 242.64 FEET AND NORTH 07°02'10" WEST 5.45 FEET TO THE NORTHEASTERLY LINE OF SAID FORMER HUDSON AVENUE; THENCE ALONG SAID LINE OF FORMER HUDSON AVENUE, SOUTH 54°28'21" EAST 0.08 FEET; THENCE NORTH 35°31'39" EAST 50.00 FEET; THENCE NORTH 55°14'30" EAST 44.51 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, THE CENTER OF WHICH BEARS SOUTH 19°05'40" EAST WITH A RADIUS OF 462.81 FEET, THROUGH A CENTRAL ANGLE OF 06°42'28", AN ARC LENGTH OF 54.18 FEET; THENCE NORTHEASTERLY ALONG A REVERSE CURVE, CONCAVE TO THE NORTHWEST WITH A RADIUS OF 215.00 FEET, THROUGH A CENTRAL ANGLE OF 16°50'01", AN ARC LENGTH OF 63.17 FEET; THENCE EASTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 30°57'51" EAST WITH A RADIUS OF 170.50 FEET, THROUGH A CENTRAL

ANGLE OF 28°54'39", AN ARC LENGTH OF 86.03 FEET; THENCE SOUTH 69°41'18" EAST 304.34 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS SOUTH 84°11'47" EAST, WITH A RADIUS OF 97.00 FEET, THROUGH A CENTRAL ANGLE OF 61°23'26", AN ARC LENGTH OF 103.93 FEET; THENCE NORTHEASTERLY ALONG A REVERSE CURVE, CONCAVE TO THE NORTHWEST WITH A RADIUS OF 120.00 FEET, THROUGH A CENTRAL ANGLE OF 40°34'32", AN ARC LENGTH OF 84.98 FEET; THENCE NORTHEASTERLY ALONG A REVERSE CURVE, CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 48°47'28", AN ARC LENGTH OF 63.87 FEET; THENCE NORTH 44°35'05" WEST 15.77 FEET; THENCE NORTH 00°03'38" EAST 32.63 FEET TO THE NORTHERLY LINE OF THAT PARCEL AS SHOWN ON "MAP OF THE SOUTH SAN FRANCISCO HOMESTEAD AND R.R. ASSOCIATION", RECORDED APRIL 15, 1867, IN BOOK A & B OF MAPS, OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, ALSO BEING THE SOUTHERLY LINE OF PARCEL "N" AS DESCRIBED IN THAT DOCUMENT ("THE BURTON ACT"), RECORDED MAY 14, 1976, IN BOOK C169, PAGE 573, OFFICIAL RECORDS, CITY AND COUNTY OF SAN FRANCISCO, ALSO BEING A POINT HEREINAFTER REFERRED TO AS "POINT A (TT-1)"; THENCE ALONG SAID LINES, SOUTH 73°43'21" EAST 130.11 FEET; THENCE NORTH 63°31'39" EAST 34.45 FEET; THENCE SOUTH 37°35'56" EAST 49.22 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE NORTHEAST WITH A RADIUS OF 272.00 FEET, THROUGH A CENTRAL ANGLE OF 56°58'43", AN ARC LENGTH OF 270.49 FEET; THENCE SOUTH 54°28'21" EAST 121.75 FEET TO SAID SOUTHEASTERLY LINE OF SAID FORMER EARL STREET; THENCE ALONG SAID LINE OF FORMER EARL STREET, SOUTH 35°31'39" WEST 855.00 FEET TO THE POINT OF BEGINNING, CONTAINING 628,400 SQUARE FEET, MORE OR LESS.

**PARCEL TT-2**

ALL OF THE LANDS DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED DECEMBER 18, 2018, AS DOCUMENT NO. 2018-K706966, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS A WHOLE, AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF INNES AVENUE (FORMERLY NINTH STREET), 80.00 FEET WIDE AND THE SOUTHEASTERLY LINE OF GRIFFITH STREET (FORMERLY G STREET), 64.00 FEET WIDE; THENCE ALONG SAID LINE OF GRIFFITH STREET, NORTH 35°31'39" EAST 100.00 FEET; THENCE SOUTH 54°28'21" EAST 73.00 FEET; THENCE SOUTH 35°31'39" WEST 100.00 FEET TO SAID NORTHEASTERLY LINE OF INNES AVENUE; THENCE ALONG SAID LINE OF INNES AVENUE, NORTH 54°28'21" WEST 73.00 FEET TO THE POINT OF BEGINNING, CONTAINING 7,300 SQUARE FEET, MORE OR LESS.

**PARCEL TT-3**

ALL OF THE LANDS DESCRIBED IN PARCELS 1 THROUGH 8, INCLUSIVE, OF THAT CERTAIN GRANT DEED RECORDED FEBRUARY 16, 2017, AS DOCUMENT NO. 2017-K409667, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS A WHOLE, AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF GRIFFITH STREET (FORMERLY G STREET), 64.00 FEET WIDE AND THE SOUTHWESTERLY LINE OF FORMER HUDSON AVENUE (FORMERLY EIGHTH STREET), 80.00 FEET WIDE, AS SAID AVENUE EXISTED PRIOR TO ITS VACATION PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICIAL RECORDS; THENCE ALONG THE LINE OF SAID FORMER HUDSON AVENUE, SOUTH 54°28'21" EAST 600.00 FEET TO THE NORTHWESTERLY LINE OF ARELIUS WALKER DRIVE (FORMERLY FITCH STREET), 64 FEET WIDE; THENCE ALONG SAID LINE OF ARELIUS WALKER DRIVE, SOUTH 35°31'39" WEST 100.00 FEET; THENCE NORTH 54°28'21" WEST 125.00 FEET; THENCE SOUTH 35°31'39" WEST 100.00 FEET TO THE NORTHEASTERLY LINE OF INNES AVENUE (FORMERLY NINTH STREET), 80.00 FEET WIDE; THENCE ALONG SAID LINE OF INNES AVENUE, NORTH 54°28'21" WEST 100.00 FEET; THENCE NORTH 35°31'39" EAST 100.00 FEET; THENCE NORTH 54°28'21" WEST 75.00 FEET; THENCE SOUTH 35°31'39" WEST 100.00 FEET TO SAID NORTHEASTERLY



LINE OF INNES AVENUE; THENCE ALONG SAID LINE OF INNES AVENUE, NORTH 54°28'21" WEST 150.00 FEET; THENCE NORTH 35°31'39" EAST 100.00 FEET; THENCE NORTH 54°28'21" WEST 150.00 FEET TO SAID SOUTHEASTERLY LINE OF GRIFFITH STREET; THENCE ALONG SAID LINE OF GRIFFITH STREET, NORTH 35°31'39" EAST 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 85,000 SQUARE FEET, MORE OR LESS.

**PARCEL TT-4**

ALL OF THE LANDS DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED AUGUST 1, 1997 AS DOCUMENT NO. 97-G194690, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS A WHOLE, AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF FORMER HUDSON AVENUE (FORMERLY EIGHTH STREET), 80.00 FEET WIDE, AND THE NORTHWESTERLY LINE OF FORMER EARL STREET (FORMERLY E STREET), 64.00 FEET WIDE, AS SAID AVENUE AND STREET EXISTED PRIOR TO THEIR VACATION PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863; THENCE ALONG SAID LINE OF FORMER EARL STREET, SOUTH 35°31'39" WEST 100.00 FEET TO THE SOUTHWESTERLY TERMINUS OF SAID VACATED PORTION OF EARL STREET; THENCE NORTH 54°28'21" WEST 150.00 FEET; THENCE NORTH 35°31'39" EAST 100.00 FEET TO SAID SOUTHWESTERLY LINE OF FORMER HUDSON AVENUE; THENCE ALONG SAID LINE OF FORMER HUDSON AVENUE, SOUTH 54°28'21" EAST 150.00 FEET TO THE POINT OF BEGINNING, CONTAINING 15,000 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:  
MARTIN M. RON ASSOCIATES, INC  
JANUARY 12, 2021

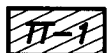
  
BRUCE A. GOWDY, P.L.S.



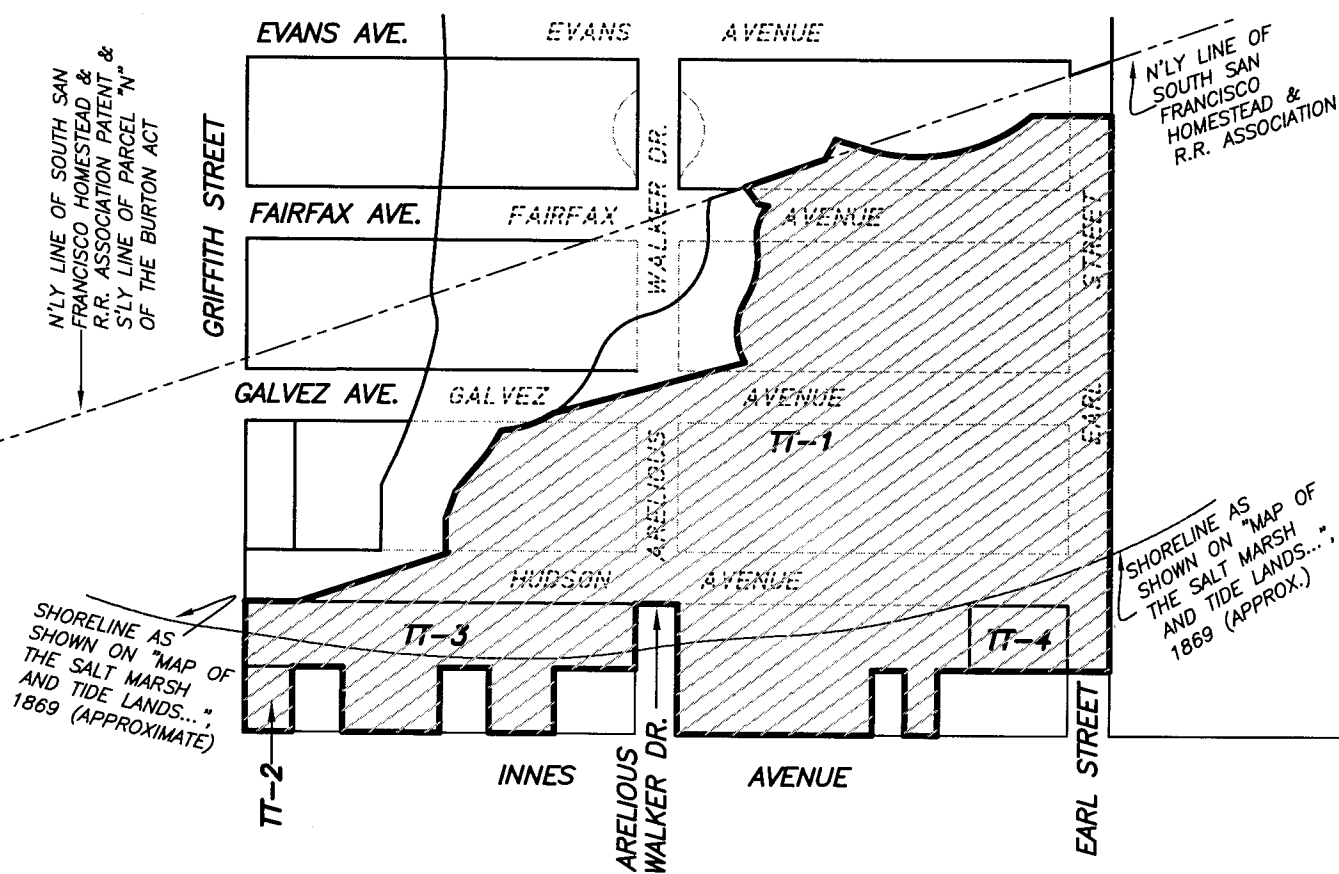


## EXHIBIT 2 to EXHIBIT F

ILLUSTRATIVE PLAT OF THE  
"PROPERTY"



"THE PROPERTY"



### **CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by this Easement Deed, dated \_\_\_\_\_, 2021, to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Ordinance No. 252-18, approved November 1, 2018, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 2021

CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Andrico Q. Penick  
Director of Property

**EXHIBIT G**  
**Form of City Quitclaim Deed**

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

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

APN No.  
SLC No. G 11-01/AD [XXX]

**QUITCLAIM DEED**

WHEREAS, the City and County of San Francisco, a charter city ("City"), owns or may hold claims to the lands described and depicted in Exhibit 1 ("Property"), including public trust claims that may be brought on behalf of the City acting by and through the San Francisco Port Commission ("Port") arising from lands acquired pursuant to Chapter 1333, Statutes of 1968, as amended ("Burton Act"); and

WHEREAS, the State Lands Commission ("Commission"), at its public meeting on February 23, 2021, approved Staff Report No. 40, which authorized a title settlement and land exchange agreement for India Basin ("Agreement") between the State of California ("State"), acting by and through the Commission, the City, the Port, and India Basin Investment, LLC ("Developer"), pursuant to Section 5 of Chapter 310 of the Statutes of 1987 (Chapter 310); and

WHEREAS, the City, acting by and through its Board of Supervisors, by Resolution No. 252-18 approved on November 1, 2018, approved the Agreement, including authorizing the conveyance of all of the City's rights, title and interest in the Property to the State for purposes of effectuating the Agreement; and

WHEREAS, the Port, by Port Resolution 18-60 adopted on October 23, 2018, approved the Agreement and authorized the Port Executive Director to implement the Agreement; and

WHEREAS, it is the intent of the City and the Port, pursuant to the Agreement, to convey to the State all of the right, title, and interest of the City in and to the lands described in Exhibit 1 ("Property"), for the purpose of effectuating the exchange contemplated in the Agreement;

NOW, THEREFORE,

The CITY AND COUNTY OF SAN FRANCISCO, a charter City, and the CITY AND COUNTY OF SAN FRANCISCO, acting by and through the SAN FRANCISCO PORT COMMISSION, do hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, all of the right, title, and interest of the CITY AND COUNTY OF SAN FRANCISCO in the Property, whether acquired by virtue of the Burton Act grant or otherwise, and including, without limitation, all minerals and mineral rights, and all trust and non-trust interests, subject to the reservations below.

1. **Reservation of Easement for Stormwater and Wetlands.**

a. **Nature of Easement.** City reserves to itself a perpetual nonexclusive easement in, over, across, under and through the portion of the Property shown and described on Exhibit 2 ("Stormwater and Wetlands Easement Area") to (a) channel or otherwise convey overland stormwater flow onto and through the Stormwater and Wetlands Easement Area; (b) channel stormwater flow in pipes; (c) retain and treat stormwater; (d) construct, reconstruct, install, operate, maintain, inspect, repair, remove, replace, alter, expand, and reconstruct, from time to time, within the Stormwater and Wetlands Easement Area, stormwater conveyance and treatment improvements along with all associated connecting pipes, appurtenances, appliances and fittings (collectively, "Stormwater Facilities"); (e) excavate to access the Stormwater Facilities from the ground surface; (f) place temporary stormwater facilities and equipment above ground when needed in connection with any emergency or repair work, as needed to maintain continuous utility service; and (g) construct, reconstruct, install, operate, maintain, inspect, repair, remove, replace, alter, expand, and reconstruct, from time to time, within the Stormwater and Wetlands Easement Area, wetlands along with all associated connecting pipes, appurtenances, appliances and fittings including as may be required by applicable permit conditions from the US Army Corps and the San Francisco Regional Water Quality Control Board.

b. **Conveyance of Easement Rights to Others.** City reserves the right to convey, transfer, or assign any or all of its reserved easement rights set forth above to other users, which may be in the form of easements in gross, easements appurtenant running with the land, leases, licenses, or other use agreements. City intends to convey certain of its reserved rights to Developer or its successor in an easement appurtenant running with the land for the benefit of Developer's adjacent lands to ensure the preservation of stormwater facilities and wetlands mitigation, in form and substance acceptable to Developer and City.

2. **Existing Encumbrances.** Nothing herein is intended to terminate or otherwise convey the rights of the City or its successors or assignees with respect to the existing encumbrances on title created by (i) that certain Open Space Covenant by the City, acting by and through the Department of Real Estate, the Recreation and Park Commission and the Port Commission, recorded as of the date hereof as Document No. \_\_\_\_\_, in the Official Records of the City and County of San Francisco (the "Official Records"); (ii) that certain Easement Agreement (Stormwater and Wetlands Easement) from India Basin Investment, LLC a California limited liability company, as grantor, to the City as grantee, recorded in the

Official Records as of the date hereof as Document No. \_\_\_\_\_; and (iii) those certain easements reserved by the City for public street purposes, existing water facilities and PG&E gas and electric facilities as more particularly set forth in that certain Quitclaim Deed from the City to India Basin Investment LLC, a California limited liability company, recorded in the Official Records as of the date hereof as Document No. \_\_\_\_\_.

3. **Non-Interference with Trust.** The easements and rights reserved and described under Sections 1 and 2 shall be exercised in a manner as to not substantially impair the use of the Property for uses consistent with the common law trust for commerce, navigation and fisheries or the terms and conditions governing the use of granted lands as specified in the Burton Act (Stats. 1968, Ch. 1333) ("Trust"), as determined in the sole discretion of the Port. If the Port determines that relocation of the reserved easements and rights is necessary to avoid substantial impairment to the Trust, the Port may authorize such relocation. The costs of such relocation shall be borne by City or the transferees or assigns of City's Easement rights in accordance with a separate agreement among them, and Port shall bear none of the costs. For this Section, "Port" includes any successor trustee of the Trust.

4. **Non Merger.** None of the easements reserved in this Quitclaim Deed will merge with the fee interest in the land, even if the holder of the easement and the owner of the fee is the same person, unless the easement is expressly and specifically terminated by all owners of the burdened land and all benefited parties or owners of benefited lands pursuant to a written instrument. City specifically intends that the reserved easements will not merge with the fee interest in the land in the event the fee interest is conveyed to the City as trustee, unless terminated in accordance with the foregoing. The easements reserved in this Quitclaim Deed shall remain subject to prior encumbrances on title, even if fee title is conveyed to the holder of a prior encumbrance.

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

CITY AND COUNTY OF SAN  
FRANCISCO, a municipal corporation

By: \_\_\_\_\_  
Andrico Q. Penick  
Director of Property

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

CITY AND COUNTY OF SAN  
FRANCISCO, acting by and through the  
SAN FRANCISCO PORT COMMISSION  
as a trustee under Chapter 1333 of the  
Statutes of 1968

By: \_\_\_\_\_  
Elaine Forbes, Executive Director

Recommended:

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

SAN FRANCISCO RECREATION AND  
PARKS DEPARTMENT

By: \_\_\_\_\_  
Philip A. Ginsburg, General Manager

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

SAN FRANCISCO PUBLIC UTILITIES  
COMMISSION

By: \_\_\_\_\_  
Michael Carlin  
Acting General Manager

Approved as to form:  
Dennis J. Herrera  
San Francisco City Attorney

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

By: \_\_\_\_\_  
Eileen Chauvet,  
Deputy City Attorney

India Basin Trust Exchange, City Quitclaim Deed  
Assessor's Block ("A.B.") \_\_\_\_\_, Lot \_\_\_\_\_

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

County of \_\_\_\_\_ )  
State of California )

On \_\_\_\_\_ before me, \_\_\_\_\_, a  
Notary Public, personally appeared

\_\_\_\_\_, 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 \_\_\_\_\_ (Seal)



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

State of California )

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, a  
Notary Public, personally appeared

\_\_\_\_\_, 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 \_\_\_\_\_ (Seal)

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING  
Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from the CITY AND COUNTY OF SAN FRANCISCO, a charter city, and the CITY AND COUNTY OF SAN FRANCISCO, acting by and through the SAN FRANCISCO PORT COMMISSION, the right, title and interest in real property conveyed by the Quitclaim Deed dated \_\_\_\_\_.

The STATE OF CALIFORNIA, acting by and through the 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.

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the STATE LANDS COMMISSION, acting pursuant to law, as authorized by the Commission's approval of Staff Report No. 40 on February 23, 2021, by its duly authorized undersigned officer.

STATE LANDS COMMISSION

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

\_\_\_\_\_  
Jennifer Lucchesi  
EXECUTIVE OFFICER

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

County of \_\_\_\_\_) State of California )

On \_\_\_\_\_ before me, \_\_\_\_\_, a  
Notary Public, personally appeared

\_\_\_\_\_, 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 \_\_\_\_\_ (Seal)

**EXHIBIT 1 TO EXHIBIT G**  
**LEGAL DESCRIPTION AND ILLUSTRATIVE PLAT OF PROPERTY**

[To be attached at closing]

**EXHIBIT 2 TO EXHIBIT G  
LEGAL DESCRIPTION AND ILLUSTRATIVE PLAT OF STORMWATER AND  
WETLANDS EASEMENT AREA**

[Attached]

**EXHIBIT G- 2**  
**LEGAL DESCRIPTION and ILLUSTRATIVE PLAT of**  
**STORMWATER AND WETLANDS EASEMENT AREA**

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

THAT PORTION OF PARCEL TT-1 OF THE TRUST TERMINATION “(TT)” PARCELS AS DESCRIBED AND SHOWN IN EXHIBIT C AND THOSE PORTIONS OF PARCELS TA-1, TA-5 AND TA-6 OF THE TRUST ADDITION “(TA)” PARCELS, AS DESCRIBED AND SHOWN IN EXHIBIT B OF THE “PUBLIC TRUST EXCHANGE AND TITLE SETTLEMENT AGREEMENT FOR INDIA BASIN”, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 1**

THOSE PORTIONS OF PARCELS TA-1 AND TA-6, ALSO BEING ALL OF PARCELS ONE, TWO AND THREE OF THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 20, 1987 IN BOOK E474, PAGE 876, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, ALSO BEING A PORTION OF PARCEL ONE AND PARCEL NINE OF THAT CERTAIN TRUSTEE’S DEED, RECORDED DECEMBER 20, 2013, AS DOCUMENT NO. 2013-J807753, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, TOGETHER WITH THOSE PORTIONS OF FORMER HUDSON AVENUE, FORMER GALVEZ AVENUE, FORMER ARELIOS WALKER DRIVE AND FORMER FAIRFAX AVENUE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF GRIFFITH STREET (FORMERLY G STREET), 64.00 FEET WIDE AND THE NORTHEASTERLY LINE OF FORMER HUDSON AVENUE (FORMERLY EIGHTH STREET), 80.00 FEET WIDE, AS SAID AVENUE EXISTED PRIOR TO ITS VACATION PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICIAL RECORDS; THENCE ALONG SAID LINE OF FORMER HUDSON AVENUE, SOUTH 54°28’21” EAST 75.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID LINE OF FORMER HUDSON AVENUE, SOUTH 54°28’21” EAST 132.86 FEET; THENCE NORTH 35°31’39” EAST 100.72 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, THE CENTER WHICH BEARS NORTH 27°39’41” WEST WITH A RADIUS OF 1000.00 FEET, THROUGH A CENTRAL ANGLE OF 06°12’55”, AN ARC LENGTH OF 108.48 FEET TO THE SOUTHWESTERLY LINE OF GALVEZ AVENUE (FORMERLY SEVENTH STREET), 80.00 FEET WIDE, ALSO BEING A POINT ON THE NORTHWESTERLY TERMINUS OF THAT PORTION OF GALVEZ AVENUE, VACATED PER SAID ORDINANCE NO. 206-20; THENCE NORTHEASTERLY ALONG THE LINE OF SAID VACATED GALVEZ AVENUE AND ALONG A COMPOUND CURVE WITH A RADIUS OF 1000.00 FEET, THROUGH A CENTRAL ANGLE OF 04°49’34”, AN ARC LENGTH OF 84.23 FEET TO THE NORTHEASTERLY LINE OF SAID GALVEZ AVENUE; THENCE NORTHEASTERLY ALONG A COMPOUND CURVE WITH A RADIUS OF 1000.00 FEET, THROUGH A CENTRAL ANGLE OF 03°09’09”, AN ARC LENGTH OF 55.02 FEET; THENCE NORTHEASTERLY ALONG A COMPOUND CURVE WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 30°54’40”, AN ARC LENGTH OF 40.46 FEET; THENCE NORTHEASTERLY ALONG A REVERSE CURVE, CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 23°19’50”, AN ARC LENGTH OF 44.79 FEET; THENCE NORTH 40°33’52” EAST 62.80 FEET TO THE SOUTHWESTERLY LINE OF FAIRFAX AVENUE (FORMERLY SIXTH STREET), 80.00 FEET WIDE, ALSO BEING A POINT ON THE NORTHWESTERLY TERMINUS OF THAT PORTION OF FAIRFAX AVENUE, VACATED PER SAID ORDINANCE NO. 206-20 ; THENCE ALONG SAID LINE OF FORMER FAIRFAX AVENUE, AS SAID AVENUE EXISTED PRIOR

TO ITS VACATION PER SAID ORDINANCE NO. 206-20 AND PER ORDINANCE NO. 446-86, RECORDED NOVEMBER 24, 1986, AS DOCUMENT NUMBER D903039, OFFICIAL RECORDS, SOUTH 54°28'21" EAST 236.60 FEET TO THE NORTHERLY LINE OF THAT PARCEL AS SHOWN ON "MAP OF THE SOUTH SAN FRANCISCO HOMESTEAD AND R.R. ASSOCIATION", RECORDED APRIL 15, 1867, IN BOOK A & B OF MAPS, OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, ALSO BEING THE SOUTHERLY LINE OF PARCEL "N" AS DESCRIBED IN THAT DOCUMENT ("THE BURTON ACT"), RECORDED MAY 14, 1976, IN BOOK C169, PAGE 573, OFFICIAL RECORDS, CITY AND COUNTY OF SAN FRANCISCO; THENCE ALONG SAID LINES, SOUTH 73°43'21" EAST 195.85 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS SOUTH 41°37'07" EAST WITH A RADIUS OF 137.00 FEET, THROUGH A CENTRAL ANGLE OF 19°08'04", AN ARC LENGTH OF 45.75 FEET; THENCE SOUTHWESTERLY ALONG A REVERSE CURVE, CONCAVE TO THE NORTHWEST WITH A RADIUS OF 122.00 FEET, THROUGH A CENTRAL ANGLE OF 83°59'11", AN ARC LENGTH OF 178.83 FEET; THENCE WESTERLY ALONG A REVERSE CURVE, CONCAVE TO THE SOUTH WITH A RADIUS OF 101.00 FEET, THROUGH A CENTRAL ANGLE OF 58°39'23", AN ARC LENGTH OF 103.40 FEET; THENCE WESTERLY ALONG A REVERSE CURVE, CONCAVE TO THE NORTH WITH A RADIUS OF 170.50 FEET, THROUGH A CENTRAL ANGLE OF 66°23'14", AN ARC LENGTH OF 197.55 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, THE CENTER OF WHICH BEARS NORTH 29°13'13" WEST WITH A RADIUS OF 215.00 FEET, THROUGH A CENTRAL ANGLE OF 16°50'01", AN ARC LENGTH OF 63.17 FEET; THENCE SOUTHWESTERLY ALONG A REVERSE CURVE, CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 462.81 FEET, THROUGH A CENTRAL ANGLE OF 06°42'28", AN ARC LENGTH OF 54.18 FEET; THENCE SOUTH 55°14'30" WEST 44.51 FEET; THENCE SOUTH 35°31'39" WEST 50.00 FEET TO SAID NORTHEASTERLY LINE OF FORMER HUDSON AVENUE; THENCE ALONG SAID LINE OF FORMER HUDSON AVENUE, NORTH 54°28'21" WEST 0.08 FEET; THENCE SOUTH 07°02'10" EAST 5.45 FEET; THENCE NORTH 72°43'21" WEST 242.64 FEET TO THE SOUTHWESTERLY LINE OF SAID FORMER HUDSON AVENUE; THENCE ALONG SAID LINE OF FORMER HUDSON AVENUE, NORTH 54°28'21" WEST 6.02 FEET TO A LINE WHICH BEARS SOUTH 35°31'39" WEST FROM THE TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE, NORTH 35°31'39" EAST 80.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 127,442 SQUARE FEET, MORE OR LESS.

**EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PARCEL:**

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF GRIFFITH STREET (FORMERLY G STREET), 64.00 FEET WIDE AND THE SOUTHWESTERLY LINE OF FORMER HUDSON AVENUE (FORMERLY EIGHTH STREET), 80.00 FEET WIDE, AS SAID AVENUE EXISTED PRIOR TO ITS VACATION PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICIAL RECORDS; THENCE ALONG SAID LINE OF FORMER HUDSON AVENUE, SOUTH 54°28'21" EAST 81.02 FEET; THENCE SOUTH 72°43'21" EAST 82.91 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 68°26'43" EAST 4.75 FEET; THENCE SOUTH 87°57'22" EAST 77.71 FEET; THENCE SOUTH 54°28'34" EAST 19.72 FEET; THENCE SOUTH 07°03'42" EAST 18.90 FEET; THENCE NORTH 72°43'21" WEST 105.19 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 1,441 SQUARE FEET, MORE OR LESS.

**TOGETHER WITH, THE FOLLOWING DESCRIBED PARCEL:**

THOSE PORTIONS OF SAID PARCEL TA-6 AND PARCEL NINE OF DOCUMENT NO. 2013-J807753, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF GRIFFITH STREET (FORMERLY G STREET), 64.00 FEET WIDE AND THE NORTHEASTERLY LINE OF FORMER HUDSON AVENUE (FORMERLY

EIGHTH STREET), 80.00 FEET WIDE, AS SAID AVENUE EXISTED PRIOR TO ITS VACATION PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICIAL RECORDS; THENCE ALONG SAID LINE OF FORMER HUDSON AVENUE, SOUTH 54°28'21" EAST 207.86 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID LINE OF FORMER HUDSON AVENUE NORTH 54°28'21" WEST 104.30 FEET; THENCE NORTH 77°10'42" EAST 119.05 FEET; THENCE SOUTH 79°31'20" EAST 27.80 FEET; THENCE SOUTH 35°31'39" WEST 100.72 FEET TO SAID NORTHEASTERLY LINE OF FORMER HUDSON AVENUE AND THE TRUE POINT OF BEGINNING, CONTAINING 5,907 SQUARE FEET, MORE OR LESS.

THE SUM TOTAL AREA OF PARCEL 1 IS 131,908 SQUARE FEET, MORE OR LESS.

**PARCEL 2**

THAT PORTION OF PARCEL TA-5, ALSO BEING A PORTION OF PARCEL ONE OF THAT CERTAIN TRUSTEE'S DEED, RECORDED DECEMBER 20, 2013, AS DOCUMENT NO. 2013-J807753, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF FORMER ARELIOS WALKER DRIVE (FORMERLY FITCH STREET), 64.00 FEET WIDE, AS SAID DRIVE EXISTED PRIOR TO ITS VACATION PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICIAL RECORDS AND THE NORTHEASTERLY LINE OF FORMER FAIRFAX AVENUE (FORMERLY SIXTH STREET), 80.00 FEET WIDE, AS SAID AVENUE EXISTED PRIOR TO ITS VACATION PER ORDINANCE NO. 446-86, RECORDED NOVEMBER 24, 1986 AS DOCUMENT NO. D903039, OFFICIAL RECORDS; THENCE ALONG SAID LINE OF FORMER FAIRFAX AVENUE, SOUTH 54°28'21" EAST 91.30 FEET; THENCE SOUTH 73°43'21" EAST 109.96 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 06°26'49" EAST 13.94 FEET; THENCE NORTH 73°55'12" EAST 49.43 FEET; THENCE SOUTH 29°41'03" EAST 24.18 FEET; THENCE SOUTH 63°31'39" WEST 34.45 FEET; THENCE NORTH 73°43'21" WEST 31.46 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 1,366 SQUARE FEET, MORE OR LESS.

**PARCEL 3**

THAT PORTION OF PARCEL TA-5, ALSO BEING A PORTION OF PARCELS SEVEN AND EIGHT OF THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 20, 1987 IN BOOK E474, PAGE 876, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, ALSO BEING A PORTION OF PARCEL ONE OF THAT CERTAIN TRUSTEE'S DEED, RECORDED DECEMBER 20, 2013, AS DOCUMENT NO. 2013-J807753, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, TOGETHER WITH THAT PORTION OF FORMER EARL STREET, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT** THE INTERSECTION OF THE SOUTHWESTERLY LINE OF FORMER EVANS AVENUE (FORMERLY FIFTH STREET), 80.00 FEET WIDE AND THE NORTHWESTERLY LINE OF FORMER EARL STREET (FORMERLY E STREET), 64.00 FEET WIDE, AS SAID AVENUE AND STREET EXISTED PRIOR TO THEIR VACATION PER ORDINANCE NO. 206-20, RECORDED NOVEMBER 12, 2020, AS DOCUMENT NO. 2020-047863, OFFICIAL RECORDS; THENCE ALONG SAID LINE OF FORMER EARL STREET, SOUTH 35°31'39" WEST 22.35 FEET TO THE NORTHERLY LINE OF THAT PARCEL AS SHOWN ON "MAP OF THE SOUTH SAN FRANCISCO HOMESTEAD AND R.R. ASSOCIATION", RECORDED APRIL 15, 1867, IN BOOK A & B OF MAPS, OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, ALSO BEING THE SOUTHERLY LINE OF PARCEL "N" AS DESCRIBED IN THAT DOCUMENT ("THE BURTON ACT"), RECORDED MAY 14, 1976, IN BOOK C169, PAGE 573, OFFICIAL RECORDS, CITY AND COUNTY OF SAN FRANCISCO; THENCE ALONG SAID LINES, SOUTH 73°43'21" EAST 67.79 FEET TO THE SOUTHEASTERLY LINE OF SAID FORMER EARL STREET; THENCE ALONG SAID LINE OF FORMER EARL STREET, SOUTH



35°31'39" WEST 85.00 FEET; THENCE NORTH 54°28'21" WEST 121.75 FEET; THENCE NORTHWESTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTH, THE CENTER WHICH BEARS NORTH 04°34'39" WEST, WITH A RADIUS OF 272.00 FEET, THROUGH A CENTRAL ANGLE OF 08°41'57", AN ARC LENGTH OF 41.30 FEET; THENCE NORTH 35°30'07" EAST 36.50 FEET; THENCE SOUTH 54°29'53" EAST 24.67 FEET; THENCE NORTH 35°30'07" EAST 72.60 FEET TO SAID SOUTHWESTERLY LINE OF FORMER EVANS AVENUE; THENCE ALONG SAID LINE OF FORMER EVANS AVENUE, SOUTH 54°28'21" EAST 66.61 FEET TO THE POINT OF BEGINNING, CONTAINING 11,116 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:  
MARTIN M. RON ASSOCIATES, INC  
MARCH 31, 2021

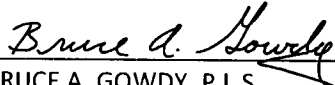
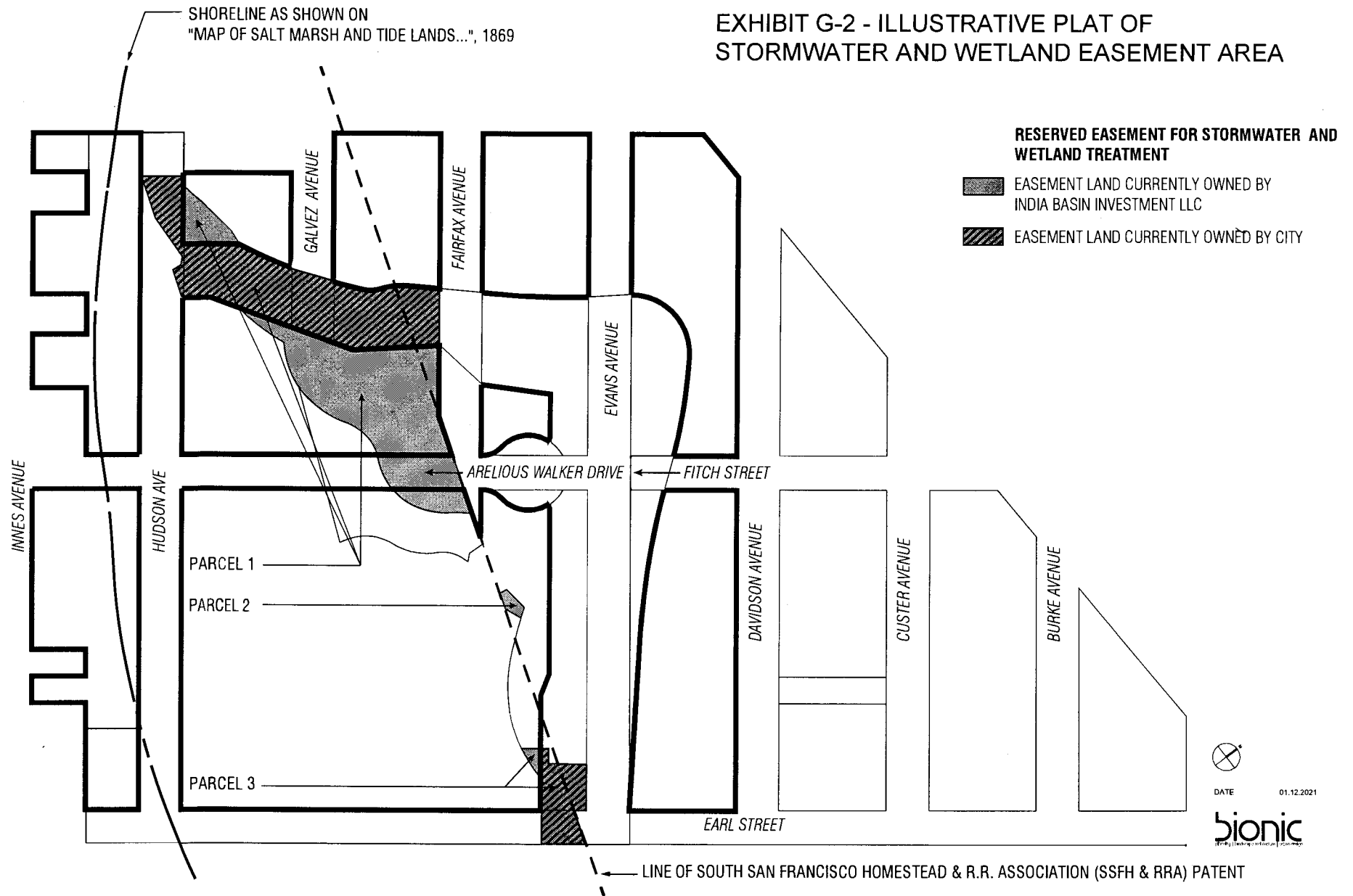
  
BRUCE A. GOWDY, P.L.S.



EXHIBIT G-2 (STORMWATER-WETLANDS EASEMENT)\_legal.docx  
03-31-21

## EXHIBIT G-2 - ILLUSTRATIVE PLAT OF STORMWATER AND WETLAND EASEMENT AREA



**EXHIBIT H**  
**Form of Developer Quitclaim Deed**

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

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

APN No.  
SLC No. G 11-01/AD [XXX]

**QUITCLAIM DEED**

WHEREAS, India Basin Investment, LLC, a California limited liability company ("Developer"), owns the lands described in Exhibit 1 ("Developer Property"); and

WHEREAS, the State Lands Commission ("Commission"), at its public meeting on February 23, 2021, approved Staff Report No. 40, which authorized a title settlement and land exchange agreement for India Basin ("Agreement") between the State of California ("State"), acting by and through the Commission, the City and County of San Francisco, acting in its capacity as a charter city ("City") and by and through the San Francisco Port Commission ("Port"), and Developer, pursuant to Section 5 of Chapter 310 of the Statutes of 1987; and

WHEREAS, the State, the City, the Port and Developer, entered into the Agreement on [\_\_\_\_], 20XX; and

WHEREAS, it is the intent of Developer, pursuant to the Agreement, to convey to the State all of the right, title, and interest of Developer in and to the Developer Property for the purpose of effectuating the exchange contemplated in the Agreement;

NOW, THEREFORE,

INDIA BASIN INVESTMENT, LLC, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, all of the right, title, and interest of INDIA BASIN INVESTMENT, LLC in the Developer Property, including, without limitation, all minerals and mineral rights, and all trust and nontrust interests;

**DEVELOPER:**

India Basin Investment, LLC,  
a California limited liability company

By: India Basin Management, LLC,  
a California limited liability company  
its manager

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

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

Name: Lou Vasquez

Its: Manager

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

State of California                    )  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, a  
Notary Public, personally appeared

\_\_\_\_\_, 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 \_\_\_\_\_ (Seal)

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

State of California                    )  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, a  
Notary Public, personally appeared

\_\_\_\_\_, 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 \_\_\_\_\_ (Seal)

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

This is to certify that the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from INDIA BASIN INVESTMENT, LLC, a California limited liability company, the right, title and interest in real property conveyed by the Quitclaim Deed dated \_\_\_\_\_.

The STATE OF CALIFORNIA, acting by and through the 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.

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the STATE LANDS COMMISSION, acting pursuant to law, as authorized by the Commission's approval of Staff Report No. 40 on February 23, 2021, by its duly authorized undersigned officer.

STATE LANDS COMMISSION

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

\_\_\_\_\_  
Jennifer Lucchesi  
EXECUTIVE OFFICER

**EXHIBIT 1 TO EXHIBIT H  
LEGAL DESCRIPTION**

[To be attached]



**EXHIBIT I**  
**Form of Public Trust Patent**

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

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

APN No.  
SLC No. G 11-01/AD [XXX]

STATE OF CALIFORNIA

PUBLIC TRUST PATENT

WHEREAS, the lands described in Exhibit 1 ("Public Trust Property") consist of (i) lands that were owned by the City and County of San Francisco, a charter city ("City"), including any right, title and interest held in trust by the City acting by and through the San Francisco Port Commission ("Port") pursuant to Chapter 1333, Statutes of 1968, as amended ("Burton Act"); and (ii) lands that were owned by India Basin Investment LLC, a California limited liability company "Developer"); and

WHEREAS, the State Lands Commission ("Commission"), at its public meeting on February 23, 2021, approved Staff Report No. 40, which authorized a title settlement and land exchange agreement for India Basin ("Agreement") between the State of California ("State"), acting by and through the Commission, and the City, Port and Developer, pursuant to Section 5 of Chapter 310 of the Statutes of 1987 (Chapter 310); and

WHEREAS, the City, acting by and through its Board of Supervisors, by Ordinance No. 252-18, adopted on October 23, 2018, approved the Agreement, and authorized the Port to implement the Agreement, including the conveyance of real property to the State, and acceptance of real property from the State, as provided thereunder; and

WHEREAS, the Port, by Port Resolution 18-60, adopted on October 23, 2018, approved the Agreement and authorized the Port Executive Director to implement the agreement; and

WHEREAS, pursuant to the Agreement, the City, conveyed, remised, released, and forever quitclaimed to the Commission all of City's right, title, and interest in the Public Trust Property,

India Basin Trust Exchange, Public Trust Patent  
Assessor's Block ("A.B.") \_\_\_\_\_, Lot \_\_\_\_\_

including any right, title and interest held in trust pursuant to the Burton Act, subject to certain reserved easements; and

WHEREAS, pursuant to the Agreement, Developer conveyed, remised, released, and forever quitclaimed to the Commission all of Developer's right, title, and interest in the Public Trust Property, subject to certain easements granted by Developer to City; and

WHEREAS, the State, acting by and through the Executive Officer of the Commission pursuant to Staff Report No. 40, has accepted the quitclaims from the City and Developer of the Public Trust Property; and

WHEREAS, pursuant to the Agreement, it is the intent of the State to convey to the City all of its right, title and interest in and to the Public Trust Property, to be accepted and held by the Port subject to the public trust and the Burton Act trust, for the purpose of effectuating the exchange contemplated in the Agreement; and

NOW, THEREFORE,

The STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the CITY AND COUNTY OF SAN FRANCISCO, all of its right, title, and interest in the Public Trust Property, to be accepted and held by the CITY AND COUNTY OF SAN FRANCISCO acting by and through the SAN FRANCISCO PORT COMMISSION as trustee pursuant to the Burton Act (as may be amended from time to time), subject to the public trust and Burton Act trust and existing encumbrances of record;

RESERVING THEREFROM any and all minerals and any and all mineral rights of every kind and character now known to exist or hereafter discovered in the Public Trust Property, including but 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 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: (1) 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 (2) 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 Port or its successors or assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN APPROVAL WHEREOF, I, Gavin Newsom, 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 7730 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this \_\_\_\_ day of \_\_\_\_\_, two thousand \_\_\_\_.

\_\_\_\_\_  
Gavin Newsom  
GOVERNOR

Attest:

\_\_\_\_\_  
Shirley N. Weber  
SECRETARY OF STATE

Countersigned:

\_\_\_\_\_  
Jennifer Lucchesi  
EXECUTIVE OFFICER  
STATE LANDS COMMISSION

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING  
Government Code 27281

This is to certify that the interest in real property conveyed by the Public Trust Patent dated \_\_\_\_\_, 202\_\_, from the State of California, acting by and through the State Lands Commission, to the City and County of San Francisco, a charter City, is hereby accepted by the City and County of San Francisco, acting by and through the San Francisco Port Commission ("Port"). This acceptance is made pursuant to authority conferred by Board of Supervisors Ordinance No. 252-18, adopted on October 23, 2018, and Port Resolution 18-60, adopted on October 23, 2018. The property interest conveyed shall be held by the Port as trustee pursuant to the Burton Act (as may be amended from time to time), subject to the public trust and the Burton Act Trust, as those terms are defined in the Public Trust Patent. The grantee consents to the recordation of this conveyance by its duly authorized officer.

CITY AND COUNTY OF SAN  
FRANCISCO, acting by and through the  
San Francisco Port Commission

Date:

By: \_\_\_\_\_  
Elaine Forbes  
Port Executive Director

Approved as to form:

DENNIS J. HERRERA  
City Attorney

Date:

By: \_\_\_\_\_  
Michelle Sexton  
Port General Counsel

**EXHIBIT 1 to EXHIBIT I  
LEGAL DESCRIPTION  
PUBLIC TRUST PROPERTY**

[To be attached at Closing]

1311340.1

**EXHIBIT J**  
**Form of Developer Trust Termination Patent  
for Developer Trust Termination Lands**

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

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

APN No.  
SLC No. G 11-01/AD [XXX]

STATE OF CALIFORNIA  
  
TRUST TERMINATION PATENT

WHEREAS, India Basin Investment LLC, a California limited liability company ("Developer"), owned the lands described in Exhibit 1 ("Trust Termination Property"); and

WHEREAS, the State Lands Commission ("Commission"), at its public meeting on February 23, 2021, approved Staff Report No. 40, which authorized a title settlement and land exchange agreement for India Basin ("Agreement") between the State of California ("State"), acting by and through the Commission, the City and County of San Francisco, acting as a charter city ("City") and by and through its Port Commission ("Port"), and Developer, pursuant to Section 5 of Chapter 310 of the Statutes of 1987 (Chapter 310); and

WHEREAS, the parties entered into the Agreement on [\_\_\_\_], which provides for the conveyance of real property to the State, and acceptance of real property from the State, as provided thereunder; and

WHEREAS, pursuant to the Agreement, Developer and City have each conveyed, remised, released, and forever quitclaimed to the State, acting by and through the Commission, all of their respective right, title, and interest in the Trust Termination Property; and

WHEREAS, the State, acting by and through the Executive Officer of the Commission pursuant to Staff Report No. 40, has accepted the quitclaims from Developer and City of the Trust Termination Property; and

India Basin Trust Exchange, Developer Trust Termination Patent  
Assessor's Block ("A.B.") \_\_\_\_\_, Lot \_\_\_\_\_

WHEREAS, the Commission has found and declared, inter alia, that the Trust Termination Property has been filled and reclaimed and cut off from access to the waters of the San Francisco Bay, constitutes a relatively small portion of the lands granted to the Port, and is no longer needed or required for purposes of the public trust for commerce, navigation, and fisheries ("public trust"), and of the trust imposed by Chapter 1333, Statutes of 1968, as amended ("Burton Act trust"); and

WHEREAS, pursuant to the Agreement, it is the intent of the State to convey to Developer all of its right, title and interest in and to the Trust Termination Property, to be accepted and held by the Developer free of the public trust and Burton Act trust, for the purpose of effectuating the exchange contemplated in the Agreement; and

NOW, THEREFORE,

The STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to INDIA BASIN INVESTMENT LLC, all of its right, title, and interest in the Trust Termination Property, to be accepted and held by INDIA BASIN INVESTMENT LLC.

This Patent is intended to and does terminate the public trust in the Trust Termination Property, and the Trust Termination Property is hereby forever freed from the public trust and the Burton Act trust.

[SIGNATURES ON FOLLOWING PAGE]

IN APPROVAL WHEREOF, I, Gavin Newsom, 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 7730 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this \_\_\_\_ day of \_\_\_\_\_, two thousand \_\_\_\_.

\_\_\_\_\_  
Gavin Newsom  
GOVERNOR

Attest:

\_\_\_\_\_  
Shirley N. Weber  
SECRETARY OF STATE

Countersigned:

\_\_\_\_\_  
Jennifer Lucchesi  
EXECUTIVE OFFICER  
STATE LANDS COMMISSION



**EXHIBIT 1 TO EXHIBIT J  
LEGAL DESCRIPTION  
TRUST TERMINATION PROPERTY**

[To be attached at closing]

**EXHIBIT K**  
**Form of City Trust Termination Patent**  
**for City Trust Termination Lands**

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

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

APN No.  
SLC No. G 11-01/AD [XXX]

STATE OF CALIFORNIA

TRUST TERMINATION PATENT

WHEREAS, the lands described in Exhibit 1 ("Trust Termination Property") consist of lands that were owned by India Basin Investment LLC, a California limited liability company ("Developer"), or the City and County of San Francisco, acting as a charter city ("City"), or acting by and through the San Francisco Port Commission ("Port") pursuant to Chapter 1333, Statutes of 1968, as amended ("Burton Act"); and

WHEREAS, the State Lands Commission ("Commission"), at its public meeting on February 23, 2021, approved Staff Report No. 40, which authorized a title settlement and land exchange agreement for India Basin ("Agreement") between the State of California ("State"), acting by and through the Commission, and the City, Port and Developer, pursuant to Section 5 of Chapter 310 of the Statutes of 1987 (Chapter 310); and

WHEREAS, the City, acting by and through its Board of Supervisors, by Ordinance No. 252-18, adopted on October 23, 2018, approved the Agreement, and authorized the Port to implement the Agreement, including the conveyance of real property to the State, and acceptance of real property from the State, as provided thereunder; and

WHEREAS, the Port, by Port Resolution 18-60, adopted on October 23, 2018, approved the Agreement and authorized the Port Executive Director to implement the agreement; and

WHEREAS, pursuant to the Agreement, the City, conveyed, remised, released, and forever quitclaimed to the Commission all of City's right, title, and interest in the Trust Termination

India Basin Trust Exchange, City Trust Termination Patent  
Assessor's Block ("A.B.") \_\_\_\_\_. Lot \_\_\_\_\_

Property, including any right, title and interest held in trust pursuant to the Burton Act, in the Trust Termination Property; and

WHEREAS, pursuant to the Agreement, Developer, conveyed, remised, released, and forever quitclaimed to the Commission all of Developer's right, title, and interest in the Trust Termination Property; and

WHEREAS, the State, acting by and through the Executive Officer of the Commission pursuant to Staff Report No. 40, has accepted the quitclaims from the City and Developer of the Public Trust Property; and

WHEREAS, the Commission has found and declared, inter alia, that the Trust Termination Property has been filled and reclaimed and cut off from access to the waters of the San Francisco Bay, constitutes a relatively small portion of the lands granted to the Port, and is no longer needed or required for purposes of the public trust for commerce, navigation, and fisheries ("public trust") and the trust imposed by the Burton Act ("Burton Act trust"); and

WHEREAS, pursuant to the Agreement, it is the intent of the State to convey to the City all of its right, title and interest in and to the Trust Termination Property, to be accepted and held by the City, acting as a charter city, free of the public trust and free of the Burton Act trust, including any use and alienability restrictions therein, for the purpose of effectuating the exchange contemplated in the Agreement;

NOW, THEREFORE,

The STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the CITY AND COUNTY OF SAN FRANCISCO, all of its right, title, and interest in the Trust Termination Property, to be accepted and held by the CITY AND COUNTY OF SAN FRANCISCO.

This Patent is intended to and does terminate the public trust in the Trust Termination Property, and the Trust Termination Property is hereby forever freed from the public trust and the Burton Act trust, including any use and alienability restrictions therein.

[SIGNATURES ON FOLLOWING PAGE]

IN APPROVAL WHEREOF, I, Gavin Newsom, 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 7730 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this \_\_\_\_ day of \_\_\_\_\_, two thousand \_\_\_\_.

\_\_\_\_\_  
Gavin Newsom  
GOVERNOR

Attest:

\_\_\_\_\_  
Shirley N. Weber  
SECRETARY OF STATE

Countersigned:

\_\_\_\_\_  
Jennifer Lucchesi  
EXECUTIVE OFFICER  
STATE LANDS COMMISSION

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING  
Government Code 27281

This is to certify that the interest in real property conveyed by the Trust Termination Patent dated \_\_\_\_\_, from the State of California, acting by and through the State Lands Commission, to the City and County of San Francisco, a charter City, is hereby accepted by the City and County of San Francisco. This acceptance is made pursuant to authority conferred by Board of Supervisors Ordinance No. 252-18, adopted on October 23, 2018, and Port Resolution 18-60, adopted on October 23, 2018. The property interest conveyed shall be forever freed from the public trust. The grantee consents to the recordation of this conveyance by its duly authorized officer.

CITY AND COUNTY OF SAN  
FRANCISCO, a municipal corporation

Date:

By: \_\_\_\_\_  
Carmen Chu  
San Francisco City Administrator

Approved as to form:

DENNIS J. HERRERA  
City Attorney

Date:

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

**EXHIBIT 1 TO EXHIBIT K  
LEGAL DESCRIPTION  
TRUST TERMINATION PROPERTY**

[To be attached at Closing]

1288462.1

**EXHIBIT L**  
**Form of Public Trust Easement Grant Deed**

OFFICIAL STATE BUSINESS - EXEMPT FROM  
RECORDING FEES PURSUANT TO GOVERNMENT  
CODE SECTION 27383 AND DOCUMENTARY  
TRANSFER TAX PURSUANT TO REVENUE AND  
TAXATION CODE SECTION 11922.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Easement Grant Deed**

APN(S): [\_\_\_\_], County of San Francisco

India Basin Investment, LLC, a California limited liability company ("Grantor") hereby GRANTS to STATE OF CALIFORNIA, acting by and through the State Lands Commission ("Grantee"), a public trust easement for commerce, navigation, and fisheries, in the following described real property situated in the State of California, City and County of San Francisco, described as follows:

See Exhibit "A"

consisting of \_\_\_\_\_ pages attached hereto  
and by this reference made a part hereof.

Grantee may assign or patent its rights under this easement to the City and County of San Francisco, to be held in trust by the San Francisco Port Commission. Grantor and Grantee intend that the easement, or portion of easement, shall merge with the fee when the easement and fee, or any portion of the easement and fee, are held by the same trustee of the public trust for commerce, navigation, and fisheries.

[Signatures on following page]

GRANTOR:

India Basin Investment, LLC,  
a California limited liability company

By: India Basin Management, LLC,  
a California limited liability company  
its manager

By: \_\_\_\_\_  
Name: Lou Vasquez  
Its: Manager



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

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_

**EXHIBIT A TO EXHIBIT L  
LEGAL DESCRIPTION OF PUBLIC TRUST EASEMENT**

[To be attached at Closing]

[Includes Adjacent Submerged Lands and Parcel 9]

A.P.N. [\_\_\_\_\_]
S.L.C. No. G 11-01/AD [XXX]

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
PUBLIC TRUST EASEMENT
Government Code 27281

This is to certify that STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of STATE OF CALIFORNIA, hereby accepts from India Basin Investment, LLC, a California limited liability company, the attached Easement Grant Deed dated \_\_\_\_\_, 2021, conveying a public trust easement for commerce, navigation and fisheries in the real property described therein.

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

The said interests in real property are accepted by 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.

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 authorized by the Commission's approval of Staff Report No. 40 on February 23, 2021, by its duly authorized undersigned officer.

STATE OF CALIFORNIA
CALIFORNIA STATE LANDS
COMMISSION

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

By: \_\_\_\_\_
Jennifer Lucchesi
Executive Officer

**EXHIBIT M**  
**LEGAL DESCRIPTION and ILLUSTRATIVE PLAT of**  
**ADJACENT SUBMERGED LANDS**

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

ALL THOSE LANDS AS DESCRIBED IN THAT CERTAIN TRUSTEE'S DEED UPON SALE, RECORDED DECEMBER 20, 2013, AS DOCUMENT NO. 2013-J807753, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS NUMBERED IN SAID DEED:

**PARCEL FOUR: (AS-4)**

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF FITCH STREET WITH THE SOUTHWESTERLY LINE OF DAVIDSON AVENUE; RUNNING THENCE SOUTHEASTERLY AND ALONG SAID LINE OF DAVIDSON AVENUE 600 FEET TO THE NORTHWESTERLY LINE OF EARL STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY AND ALONG SAID NORTHWESTERLY LINE OF EARL STREET 200 FEET TO THE NORTHEASTERLY LINE OF EVANS AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY AND ALONG SAID LINE OF EVANS AVENUE 600 FEET TO SAID SOUTHEASTERLY LINE OF FITCH STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY AND ALONG SAID SOUTHEASTERLY LINE OF FITCH STREET 200 FEET TO SAID SOUTHWESTERLY LINE OF DAVIDSON AVENUE AND THE POINT OF BEGINNING.

BEING LOTS NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 AND 24 IN BLOCK 74, TIDE LANDS, AND BEING THE WHOLE OF SAID TIDE LANDS BLOCK NO. 74.

EXCEPTING THEREFROM:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF FITCH STREET AND THE NORTHEASTERLY LINE OF EVANS AVENUE; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54° 28' 21" EAST 600.00 FEET; THENCE NORTH 51° 10' 45" WEST 310.909 FEET; THENCE NORTHWESTERLY TANGENT TO THE PRECEDING COURSE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1500 FEET AND A CENTRAL ANGLE OF 11° 12' 53" THROUGH AN ARC LENGTH OF 293.603 FEET TO SAID SOUTHEASTERLY LINE OF FITCH STREET; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, NON-TANGENT TO THE PRECEDING CURVE SOUTH 35° 31' 39" WEST 63.215 FEET TO THE POINT OF BEGINNING.

APN: LOTS 001, 002, 003, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, BLOCK 4596

**PARCEL FIVE:**

**PARCEL A: (AS-6)**

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF EARL STREET AND THE SOUTHWESTERLY LINE OF CUSTER AVENUE; RUNNING THENCE NORTHWESTERLY AND ALONG SAID LINE OF CUSTER AVENUE 200 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 200 FEET TO THE NORTHEASTERLY LINE OF DAVIDSON AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID LINE OF DAVIDSON AVENUE 200 FEET TO THE NORTHWESTERLY LINE OF EARL STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF EARL STREET 200 FEET TO THE POINT OF BEGINNING.

BEING A PART OF BLOCK NO. 65, TIDE LANDS.

**PARCEL B: (AS-5)**

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF DAVIDSON AVENUE AND THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY AND ALONG SAID LINE OF DAVIDSON AVENUE 350 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 200 FEET TO THE SOUTHWESTERLY LINE OF CUSTER AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID LINE OF CUSTER AVENUE 350 FEET TO THE SOUTHEASTERLY LINE OF FITCH STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID LINE OF FITCH STREET 200 FEET TO THE POINT OF BEGINNING.

BEING LOTS 8 TO 21, INCLUSIVE, IN BLOCK NO. 65, TIDE LANDS.

APN: LOTS 001, 002, 003, 004, 005, 006, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 023 AND 024, BLOCK 4587

**PARCEL SIX: (AS-3)**

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF DAVIDSON AVENUE AND THE NORTHWESTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHWESTERLY AND ALONG SAID LINE OF FITCH STREET 200 FEET TO THE NORTHEASTERLY LINE OF EVANS AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID LINE OF EVANS AVENUE 600 FEET TO THE SOUTHEASTERLY LINE OF GRIFFITH STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF GRIFFITH STREET 133 FEET AND 7 INCHES TO THE SOUTHERLY LINE OF INDIA STREET; THENCE EASTERLY ALONG SAID LINE OF INDIA STREET 103 FEET AND 8 INCHES TO THE SOUTHWESTERLY LINE OF DAVIDSON AVENUE; THENCE SOUTHEASTERLY ALONG SAID LINE OF DAVIDSON AVENUE 520 FEET AND 5 INCHES TO THE POINT OF BEGINNING.

BEING BLOCK NO. 75, ACCORDING TO THE MAP OF THE SALT MARSH AND TIDE LAND SURVEY, MADE BY THE BOARD OF TIDE LAND COMMISSIONERS UNDER AND BY VIRTUE OF THE ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA, APPROVED MARCH 30, 1868, AND THE ACT SUPPLEMENTARY THERETO AND AMENDATORY THEREOF, APPROVED APRIL 1, 1870.

EXCEPTING THEREFROM:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF FITCH STREET AND THE NORTHEASTERLY LINE OF EVANS AVENUE; RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE NORTH 54° 28' 21" WEST 300.168 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE NORTHEASTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 35° 31' 39" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 93° 44' 04" THROUGH AN ARC LENGTH OF 179.957 FEET; THENCE SOUTHEASTERLY AND ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 10° 37' 58" THROUGH AN ARC LENGTH OF 185.577 FEET TO SAID NORTHWESTERLY LINE OF FITCH STREET; THENCE NON-TANGENT TO THE PRECEDING CURVE ALONG SAID NORTHWESTERLY LINE, SOUTH 35° 31' 39" WEST 80.616 FEET TO THE POINT OF BEGINNING.

APN: LOTS 001, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021 AND 025, BLOCK 4597

**PARCEL SEVEN: (AS-2)**

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF EVANS AVENUE AND THE NORTHWESTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHWESTERLY AND ALONG SAID LINE OF FITCH STREET 200 FEET TO THE NORTHEASTERLY LINE OF FAIRFAX AVENUE; THENCE AT A RIGHT ANGLE

NORTHWESTERLY ALONG SAID LINE OF FAIRFAX AVENUE 600 FEET TO THE SOUTHEASTERLY LINE OF GRIFFITH STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF GRIFFITH STREET 200 FEET TO THE SOUTHWESTERLY LINE OF EVANS AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID LINE OF EVANS AVENUE 600 FEET TO THE POINT OF BEGINNING.

BEING BLOCK 103, ACCORDING TO THE MAP OF THE SALT MARSH AND TIDE LAND SURVEY, MADE BY THE BOARD OF TIDE LAND COMMISSIONERS UNDER AND BY VIRTUE OF THE ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA, APPROVED MARCH 30, 1868, AND THE ACT SUPPLEMENTARY THERETO AND AMENDATORY THEREOF, APPROVED APRIL 1, 1870.

EXCEPTING THEREFROM:

ALL THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY BOUNDARY LINE OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF FITCH STREET AND THE SOUTHWESTERLY LINE OF EVANS AVENUE; THENCE FROM SAID POINT OF BEGINNING NORTH 54° 28' 21" WEST 296.037 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTHWESTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS SOUTH 33° 51' 05" WEST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1500 FEET AND A CENTRAL ANGLE OF 6° 42' 47" THROUGH AN ARC LENGTH OF 175.748 FEET; THENCE TANGENT TO THE PRECEDING CURVE SOUTH 40° 33' 53" WEST 24.523 FEET TO THE NORTHEASTERLY LINE OF FAIRFAX AVENUE; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54° 28' 21" EAST 170.832 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 43° 17' 33" EAST 131.203 FEET; THENCE SOUTH 54° 28' 21" EAST 89.337 FEET; THENCE NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 70° 22' 44" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70 FEET AND A CENTRAL ANGLE OF 27° 56' 44" THROUGH AN ARC LENGTH OF 34.148 FEET TO THE ABOVE DESCRIBED NORTHWESTERLY LINE OF FITCH STREET; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35° 31' 39" EAST 47.744 FEET TO THE POINT OF BEGINNING.

APN: LOTS 010, 011, 012, 013, 014, 015, 016, 017, 018, 019 AND 025, BLOCK 4606

**PARCEL EIGHT: (AS-1)**

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF FAIRFAX AVENUE AND THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHWESTERLY ALONG SAID LINE OF GRIFFITH STREET 200 FEET TO THE NORTHEASTERLY LINE OF GALVEZ AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID LINE OF GALVEZ AVENUE 600 FEET TO THE NORTHWESTERLY LINE OF FITCH STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF FITCH STREET 200 FEET TO THE SOUTHWESTERLY LINE OF FAIRFAX AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID LINE OF FAIRFAX AVENUE 600 FEET TO THE POINT OF BEGINNING.

BEING ALL OF FRACTIONAL BLOCK NO. 116, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION, AND ALL OF FRACTIONAL BLOCK NO. 116, SALT MARSH AND TIDE LANDS IN SOUTH SAN FRANCISCO.

EXCEPTING THEREFROM:

ALL THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY BOUNDARY LINE OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF FAIRFAX AVENUE, DISTANT THEREON SOUTH 54° 28' 21" EAST 289.608 FEET FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE SOUTH 54° 28' 21" EAST 105.883 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 32° 31' 03" WEST ("SOUTH 32° 31' 03" EAST", PER SAID DOCUMENT NUMBER 2013-J807753) 44.888 FEET TO THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION; THENCE NORTHWESTERLY ALONG LAST SAID LINE NORTH 73° 43' 21" WEST 120.214 FEET; THENCE LEAVING LAST SAID LINE NORTHEASTERLY, NON- TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 29° 07' 46" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING ("A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 11°26'06" THROUGH", PER GRANT DEED, RECORDED NOVEMBER 20, 1987, AS DOCUMENT NO. E091188, IN REEL E474, IMAGE 876, OFFICIAL RECORDS ) AN ARC LENGTH OF 21.954 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 40° 33' 53" EAST 62.786 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

ALL THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY BOUNDARY LINE OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF GALVEZ AVENUE, DISTANT THEREON SOUTH 54° 28' 21" EAST 277.721 FEET FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54° 28' 21" EAST 112.551 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTHEASTERLY, NORTH 55° 14' 30" EAST 40.680 FEET; THENCE NORTH 32° 31' 03" EAST 117.040 FEET TO THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION; THENCE NORTHWESTERLY ALONG LAST SAID LINE NORTH 73° 43' 21" WEST 120.214 FEET; THENCE LEAVING LAST SAID LINE SOUTHWESTERLY, NON-TANGENT TO THE PRECEDING COURSE, FROM A TANGENT THAT BEARS SOUTH 29° 07' 46" WEST ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 11° 53' 54" THROUGH AN ARC LENGTH OF 22.843 FEET; THENCE SOUTHWESTERLY TANGENT TO THE PRECEDING CURVE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75 FEET AND AN CENTRAL ANGLE OF 30° 54' 51" THROUGH AN ARC LENGTH OF 40.467 FEET; THENCE SOUTHWESTERLY TANGENT TO THE PRECEDING CURVE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 3° 09' 09" THROUGH AN ARC LENGTH OF 55.024 FEET TO THE POINT OF BEGINNING.

APN: LOTS 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 019 AND 020, BLOCK 4621

**PARCEL FIFTEEN: (AS-7)**

PARCEL A:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF CUSTER AVENUE AND THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE NORTHWESTERLY AND ALONG SAID LINE OF CUSTER AVENUE 200 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 200 FEET TO THE SOUTHWESTERLY LINE OF BURKE AVENUE; THENCE SOUTHEASTERLY ALONG SAID LINE OF BURKE AVENUE 200 FEET TO THE NORTHWESTERLY LINE OF EARL STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID LINE OF EARL STREET 200 FEET TO THE POINT OF BEGINNING.

BEING LOT NOS. 1, 2, 3, 4, 5, 6, 23 AND 24, BLOCK 39, TIDE LANDS.

**PARCEL B:**

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF CUSTER AVENUE, DISTANT THEREON 200 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE NORTHWESTERLY AND ALONG SAID LINE OF CUSTER AVENUE 400 FEET TO THE SOUTHEASTERLY LINE OF FITCH STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF FITCH STREET 127 FEET AND 8 INCHES TO THE SOUTHERLY LINE OF INDIA STREET; THENCE EASTERLY ALONG SAID LINE OF INDIA STREET 112 FEET AND 11 INCHES TO THE SOUTHWESTERLY LINE OF BURKE AVENUE; THENCE SOUTHEASTERLY ALONG SAID LINE OF BURKE AVENUE 313 FEET AND 3-1/2 INCHES TO A LINE DRAWN NORTHEASTERLY FROM THE POINT OF BEGINNING AT A RIGHT ANGLE TO THE NORTHEASTERLY LINE OF CUSTER AVENUE; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 200 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF BLOCK NO. 39, SALT MARSH AND TIDE LANDS.

APN: LOTS 001 AND 001A, BLOCK 4579

**PARCEL SIXTEEN: (AS-8)**

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF ARTHUR AVENUE WITH THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE SOUTHWESTERLY AND ALONG SAID LINE OF EARL STREET 200 FEET TO THE NORTHEASTERLY LINE OF BURKE AVENUE; THENCE NORTHWESTERLY AND ALONG SAID LINE OF BURKE AVENUE 417 FEET AND 5 INCHES TO THE SOUTHERLY LINE OF INDIA STREET; THENCE EASTERLY ALONG SAID LINE OF INDIA STREET 312 FEET AND 2-1/2 INCHES TO THE SOUTHWESTERLY LINE OF ARTHUR AVENUE; THENCE SOUTHEASTERLY ALONG SAID LINE OF ARTHUR AVENUE 177 FEET AND 9 INCHES TO THE POINT OF BEGINNING.

BEING BLOCK NO. 32 OF TIDE LANDS.

APN: LOTS 001 THROUGH 013 INCLUSIVE, BLOCK 4572

END OF DESCRIPTION

PREPARED BY:  
MARTIN M. RON ASSOCIATES, INC  
APRIL 8, 2021

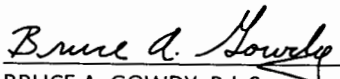
  
BRUCE A. GOWDY, P.L.S.



EXHIBIT M: INDIA BASIN INVESTMENT, LLC - ADJACENT SUBMERGED LANDS.DOCX  
04-08-21



# LEGEND



ADJACENT SUBMERGED LANDS

PCL.

PARCEL PER DOC. 2013-J807753

(AS )

ADJACENT SUBMERGED LANDS PARCEL

AB

ASSESSOR'S BLOCK

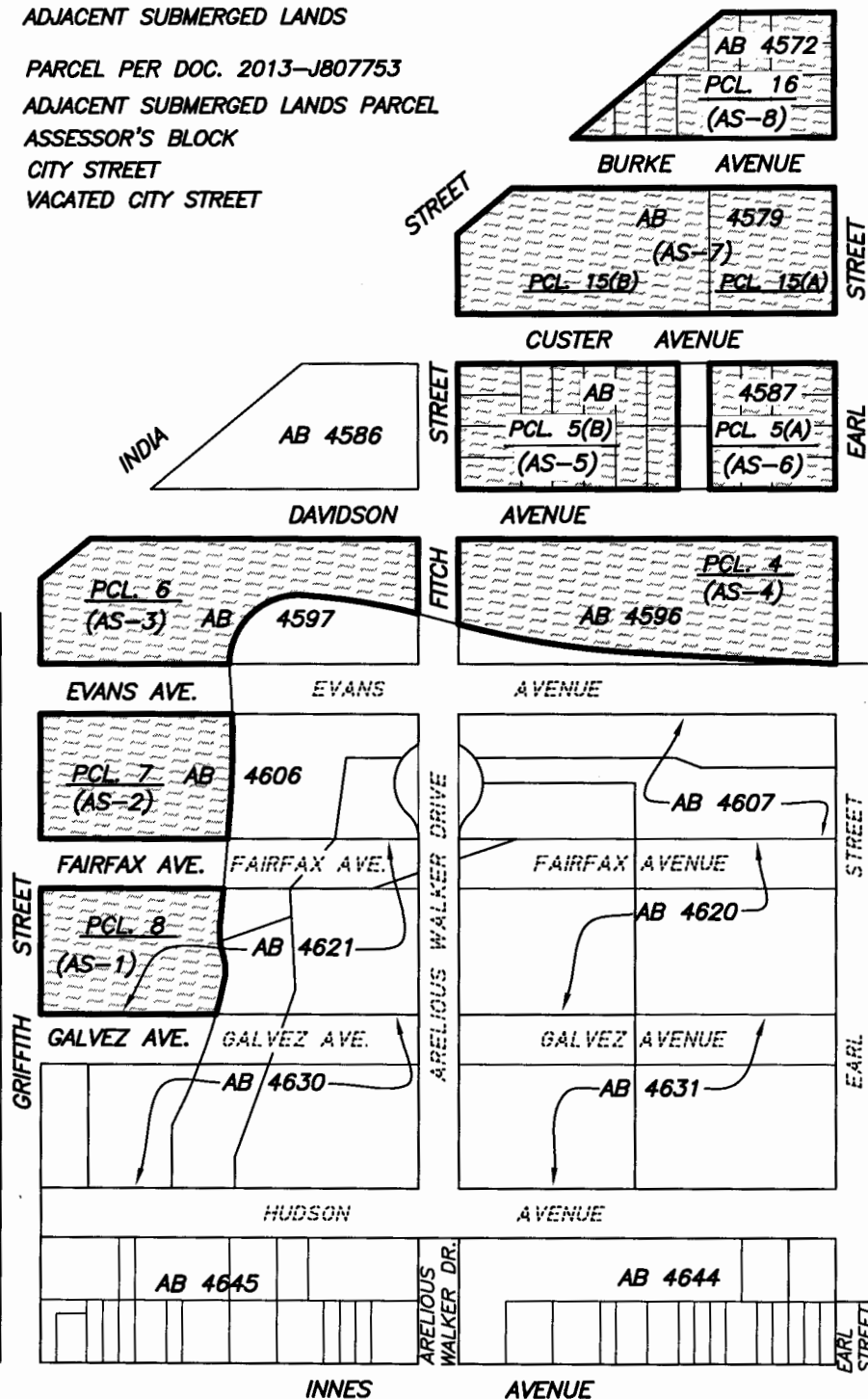
FAIRFAX AVE.

CITY STREET

FAIRFAX AVE.

VACATED CITY STREET

ARTHUR AVENUE



**EXHIBIT M**  
ILLUSTRATIVE PLAT OF  
ADJACENT SUBMERGED LANDS

**EXHIBIT N**  
**Form of Open Space Covenant**

WHEN RECORDED MAIL TO:

City and County of San Francisco  
Department of Real Estate  
25 Van Ness Avenue, Suite 400  
San Francisco, California 94112

Free recording requested pursuant to  
Government Code Section 27383 by the  
City and County of San Francisco

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**DECLARATION OF OPEN SPACE COVENANT**

This Declaration of Open Space Covenant (this "Declaration") is made as of [date], 2021, by the City and County of San Francisco, a municipal corporation (the "City"), acting by and through the Department of Real Estate, the Recreation and Park Commission ("RPD") and the Port Commission ("the Port").

The City owns various open space parcels commonly known as 900 Innes Avenue, India Basin Shoreline Park and the India Basin Open Space. In connection with a mixed use development project including approximately 1,575 residences (the "Project"), India Basin Investment, LLC, a California limited liability company ("Master Developer"), has conveyed or will convey approximately 3.5 acres of land to the City to facilitate the improvement and expansion of these open space parcels. The City intends to create an integrated waterfront park, including both land previously owned by the City as well as land dedicated to the City by Master Developer (the "India Basin Park").

In connection with the Project, the City entered into a Public Trust Exchange and Title Settlement Agreement dated [ ] with the State of California and recorded as Document No. [ ] on [ ] (the "Exchange Agreement") to place the common law public trust for purposes of commerce, navigation and fisheries and the terms and conditions of the Burton Act grant (Stats. 1968, Ch. 1333) (the "Trust") on certain public property and to remove the Trust and any Trust claims from certain development parcels retained by Developer. Through the Exchange Agreement and related conveyances, the State and City will confirm or impress the Trust on that portion of the India Basin Park property described and depicted in in Exhibit 1 (the "Land").

The City makes this Declaration to ensure that the Land continues as park and open space subject to the Trust, and to confirm the role of RPD and the Port in the use, operation and maintenance of the Land.

The City declares that the Land will be subject to the following restrictions:

1. As part of the Project, the Land shall be improved and become a part of the India Basin Park. The City agrees to maintain the Land as park and open space (including wetlands), subject to the Trust. Port shall be trustee of the Trust, with the right to ensure that all uses and operations are consistent with the Public Trust. Non-recreational uses of the Land shall not be allowed except to the extent consistent with the City's Charter and the Trust, including the Port's discretionary assessment of Trust needs.
2. RPD shall operate and maintain the India Basin Park, including the Land. RPD shall have the right to enter into management, landscaping, programming and other contracts relating to the Land or to perform such work directly by RPD staff. Any City liability and all funding for India Basin Park maintenance and operations shall be held and managed by and through RPD.
3. If RPD proposes material alterations to the Land or to uses of the Land, RPD shall notify the Port of the proposed alterations or uses so as to give the Port an opportunity to ensure that the alterations or uses, as applicable, are consistent with the Trust. The Port may not object to any alteration or use except to the extent it is inconsistent or substantially interferes with the Trust.
4. Upon the Port's request, RPD staff will provide such information as may be requested by the Port to verify that the uses and operations of the Land are not inconsistent with the Trust. RPD staff and Port staff shall meet and confer as needed to ensure the requirements of this Declaration are being satisfied at all times.
5. This Declaration shall remain in effect unless terminated by the City. This Declaration cannot be amended or terminated without the prior consent of the RPD Commission, the Port Commission, and the City's Board of Supervisors, each in their sole discretion following a duly noticed public hearing.
6. This Declaration does not restrict the State in exercising its residual interest or oversight authority in lands subject to the Trust. This Declaration shall terminate if the State becomes fee owner of the Land by revocation of the grant or otherwise, excepting the fee transfers pursuant to the Exchange Agreement.
7. This Declaration constitutes a covenant that runs with the Land, binding all future owners and users of the Land, unless expressly terminated as set forth above. This Declaration is subject to existing encumbrances on title, including, but not limited to, those encumbrances created by (i) that certain Easement Agreement (Stormwater and Wetlands Easement) from India Basin Investment, LLC a California limited liability company, as grantor, to the City as grantee, recorded in the Official Records of San Francisco County as of the date hereof as Document No. \_\_\_\_\_; and (ii) those certain easements reserved by the City for public street purposes, existing water facilities and PG&E gas and electric facilities as more particularly set forth in that certain Quitclaim Deed from the City to India Basin Investment LLC, a California limited liability company, recorded in the Official Records as of the date hereof as Document No. \_\_\_\_\_.

8. Nothing in this Declaration shall be deemed to be a gift to the general public or to give any person or entity, other than the City, the right to enforce this Declaration. There are no third party beneficiaries to this Declaration. Any enforcement shall be by specific performance, without the right to monetary damages or compensation.
9. This Declaration shall be governed by, and construed in accordance with, the laws of the State of California and the City's Charter.

**CITY AND COUNTY OF SAN FRANCISCO**, a  
municipal corporation, operating by and through the  
Department of Real Estate

By: \_\_\_\_\_  
Andrico Penick, Director of Property

Authorized by Board of Supervisors Resolution No. 252-18  
Approved November 1, 2018

**CITY AND COUNTY OF SAN FRANCISCO**, a  
municipal corporation, operating by and through the San  
Francisco Port Commission

By: \_\_\_\_\_  
Elaine Forbes, Executive Director

Authorized by Port Resolution No. 18-60  
Adopted October 23, 2018

**CITY AND COUNTY OF SAN FRANCISCO**,  
a municipal corporation, operating by and through the  
San Francisco Recreation and Park Commission

By: \_\_\_\_\_  
Phil Ginsburg, Executive Director

Authorized by RPD Resolution No. 1810-007  
Adopted October 18, 2018

APPROVED AS TO FORM:  
Dennis J. Herrera, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

**Exhibit 1 to Exhibit N**

Legal Description and Illustrative Plat of the Land

[Attached]

**EXHIBIT 1 to EXHIBIT N**  
**LEGAL DESCRIPTION and ILLUSTRATIVE PLAT of**  
**OPEN SPACE COVENANT LANDS**

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

PARCELS ONE THROUGH EIGHT, AS SAID PARCELS ARE DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 20, 1987, AS DOCUMENT NO. E091188, IN REEL E474, IMAGE 876, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL ONE:**

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF HUDSON AVENUE, DISTANT THEREON SOUTH 54°28'21" EAST 207.857 FEET FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 100.000 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 35°31'39" EAST 50.000 FEET; THENCE NORTH 55°14'30" EAST 159.339 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF GALVEZ AVENUE; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE NORTH 54°28'21" WEST 110.162 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTHWESTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS SOUTH 56°07'27" WEST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 6°12'55" THROUGH AN ARC LENGTH OF 108.476 FEET; THENCE SOUTHWESTERLY ON A COURSE NON-TANGENT TO THE PRECEDING CURVE, SOUTH 35°31'39" WEST 100.725 FEET TO THE POINT OF BEGINNING.

AND CONTAINING 21,761 SQUARE FEET OF LAND.

BEING A PORTION OF BLOCK 146, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO. : LOT 007, BLOCK 4630

**PARCEL TWO:**

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF GALVEZ AVENUE, DISTANT THEREON SOUTH 54°28'21" EAST 277.721 FEET FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 112.551 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTHEASTERLY, NORTH 55°14'30" EAST 40.680 FEET; THENCE NORTH 32°31'03" EAST 117.040 FEET TO THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION, THENCE NORTHWESTERLY ALONG LAST SAID LINE NORTH 73°43'21" WEST 120.214 FEET; THENCE LEAVING LAST SAID LINE SOUTHWESTERLY, NON-TANGENT TO THE PRECEDING COURSE, FROM A TANGENT THAT BEARS SOUTH 29°07'46" WEST ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 11°53'54" THROUGH AN ARC LENGTH OF 22.843 FEET; THENCE SOUTHWESTERLY TANGENT TO THE PRECEDING CURVE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75 FEET AND A CENTRAL ANGLE OF 30°54'51" THROUGH AN ARC LENGTH OF 40.467 FEET; THENCE SOUTHWESTERLY TANGENT TO THE PRECEDING CURVE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 3°09'09" THROUGH AN ARC LENGTH OF 55.024 FEET TO THE POINT OF BEGINNING.

AND CONTAINING 15,322 SQUARE FEET OF LAND.

BEING A PORTION OF FRACTIONAL BLOCK NO. 116, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION, AND PORTION OF FRACTIONAL BLOCK NO. 116, SALT MARSH AND TIDE LANDS IN SOUTH SAN FRANCISCO.

ASSESSOR'S PARCEL NO. : LOT 021, BLOCK 4621 (PORTION)

**PARCEL THREE:**

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF FAIRFAX AVENUE, DISTANT THEREON SOUTH 54° 28' 21" EAST 289.608 FEET FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE SOUTH 54° 28' 21" EAST 105.883 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 32° 31' 03" WEST ("SOUTH 32° 31' 03" EAST", PER SAID DOCUMENT NO. E091188) 44.888 FEET TO THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION; THENCE NORTHWESTERLY ALONG LAST SAID LINE NORTH 73° 43' 21" WEST 120.214 FEET; THENCE LEAVING LAST SAID LINE NORTHEASTERLY, NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 29° 07' 46" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 11° 26' 06" THROUGH AN ARC LENGTH OF 21.954 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 40° 33' 53" EAST 62.786 FEET TO THE POINT OF BEGINNING.

AND CONTAINING 7,138 SQUARE FEET OF LAND.

BEING A PORTION OF FRACTIONAL BLOCK NO. 116, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION, AND PORTION OF FRACTIONAL BLOCK NO. 116, SALT MARSH AND TIDE LANDS IN SOUTH SAN FRANCISCO.

ASSESSOR'S PARCEL NO. : LOT 021, BLOCK 4621 (PORTION)

**PARCEL FOUR:**

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF FITCH STREET AND THE SOUTHWESTERLY LINE OF EVANS AVENUE; THENCE FROM SAID POINT OF BEGINNING NORTH 54°28'21" WEST 296.037 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTHWESTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS SOUTH 33°51'05" WEST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1500 FEET AND A CENTRAL ANGLE OF 6°42'47", THROUGH AN ARC LENGTH OF 175.748 FEET; THENCE TANGENT TO THE PRECEDING CURVE SOUTH 40°33'53" WEST 24.523 FEET TO THE NORTHEASTERLY LINE OF FAIRFAX AVENUE; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 170.832 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 43°17'33" EAST 131.203 FEET; THENCE SOUTH 54°28'21" EAST 89.337 FEET; THENCE NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 70°22'44" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70 FEET AND A CENTRAL ANGLE OF 27°56'44" THROUGH AN ARC LENGTH OF 34.148 FEET, TO THE ABOVE DESCRIBED NORTHWESTERLY LINE OF FITCH STREET; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35°31'39" EAST 47.744 FEET TO THE POINT OF BEGINNING.

AND CONTAINING 43,106 SQUARE FEET OF LAND.

BEING BLOCK 103, ACCORDING TO MAP OF THE SALT MARSH AND TIDE LANDS SURVEY, MADE BY THE BOARD OF TIDE LAND COMMISSIONERS UNDER AND BY VIRTUE OF THE ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA, APPROVED MARCH 30, 1868, AND THE ACT OF SUPPLEMENTARY THERETO AND AMENDATORY THEREOF, APPROVED APRIL 1, 1870.

ASSESSOR'S PARCEL NO. : LOT 026, BLOCK 4606



**PARCEL FIVE:**

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF FITCH STREET AND THE NORTHEASTERLY LINE OF EVANS AVENUE; RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE NORTH 54°28'21" WEST 300.168 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE NORTHEASTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 35°31'39" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 93°44'04" THROUGH AN ARC LENGTH OF 179.957 FEET; THENCE SOUTHEASTERLY AND ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 10°37'58" THROUGH AN ARC LENGTH OF 185.577 FEET TO SAID NORTHWESTERLY LINE OF FITCH STREET; THENCE NON-TANGENT TO THE PRECEDING CURVE ALONG SAID NORTHWESTERLY LINE, SOUTH 35°31'39" WEST 80.616 FEET TO THE POINT OF BEGINNING.

AND CONTAINING 28,143 SQUARE FEET OF LAND.

BEING BLOCK NO. 75, ACCORDING TO MAP OF THE SALT MARSH AND TIDE LANDS SURVEY, MADE BY THE BOARD OF TIDE LAND COMMISSIONERS UNDER AND BY VIRTUE OF THE ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA, APPROVED MARCH 30, 1868, AND THE ACT OF SUPPLEMENTARY THERETO AND AMENDATORY THEREOF, APPROVED APRIL 1, 1870.

ASSESSOR'S PARCEL NO.: LOT 026, BLOCK 4597

**PARCEL SIX:**

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF FITCH STREET AND THE NORTHEASTERLY LINE OF EVANS AVENUE; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 600.00 FEET; THENCE NORTH 51°10'45" WEST 310.909 FEET; THENCE NORTHWESTERLY TANGENT TO THE PRECEDING COURSE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1500 FEET AND A CENTRAL ANGLE OF 11°12'53" THROUGH AN ARC LENGTH OF 293.603 FEET TO SAID SOUTHEASTERLY LINE OF FITCH STREET; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, NON-TANGENT TO THE PRECEDING CURVE SOUTH 35°31'39" WEST 63.215 FEET TO THE POINT OF BEGINNING.

AND CONTAINING 13,109 SQUARE FEET OF LAND.

BEING A PORTION OF BLOCK NO. 74, SALT MARSH AND TIDE LANDS IN SOUTH SAN FRANCISCO.

ASSESSOR'S PARCEL NO. : LOT 026, BLOCK 4596

**PARCEL SEVEN:**

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF EARL STREET AND THE SOUTHWESTERLY LINE OF EVANS AVENUE; RUNNING THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE NORTH 54°28'21" WEST 600.000 FEET TO THE SOUTHEASTERLY LINE OF FITCH STREET; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 35°31'39" WEST 47.743 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE, SOUTHEASTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS SOUTH 27°11'12" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70 FEET AND A CENTRAL ANGLE OF 27°56'45" THROUGH AN ARC LENGTH OF 34.142 FEET; THENCE NON-TANGENT TO THE PRECEDING CURVE SOUTH 54°28'21" EAST 320.000 FEET; THENCE SOUTH 33°54'59" EAST 42.720 FEET, THENCE SOUTH 54°28'21" EAST 35.160 FEET TO THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION; THENCE ALONG LAST SAID LINE SOUTH 73°43'21" EAST 190.020 FEET TO THE ABOVE DESCRIBED NORTHWESTERLY LINE OF EARL STREET; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35°31'39" EAST 22.360 FEET TO THE POINT OF BEGINNING.

AND CONTAINING 36,038 SQUARE FEET OF LAND.

BEING A PORTION OF FRACTIONAL BLOCK NO. 104, SALT MARSH AND TIDE LANDS SURVEY, AND PORTION OF FRACTIONAL BLOCK NO. 104, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO. : LOT 024, 025 (PORTION) BLOCK 4607

**PARCEL EIGHT:**

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF EARL STREET, SAID POINT BEING DISTANT SOUTH 35° 31' 39" WEST 22.360 FEET FROM THE SOUTHWESTERLY LINE OF EVANS AVENUE, SAID POINT OF BEGINNING BEING A POINT ON THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION; THENCE FROM SAID POINT OF BEGINNING ALONG SAID NORTHWESTERLY LINE, SOUTH 35° 31' 39" WEST 62.648 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 54° 28' 21" WEST 179.395 FEET TO A POINT ON THE ABOVE DESCRIBED LINE OF JURISDICTION; THENCE ALONG LAST SAID LINE SOUTH 73° 43' 21" EAST 190.020 FEET TO THE POINT OF BEGINNING.

AND CONTAINING 5,619 SQUARE FEET OF LAND.

BEING A PORTION OF FRACTIONAL BLOCK NO. 104, SALT MARSH AND TIDE LANDS SURVEY, AND ALL OF THE FRACTIONAL BLOCK NO. 104, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO: LOT 25, BLOCK 4607 (PORTION)

END OF DESCRIPTION

PREPARED BY:  
MARTIN M. RON ASSOCIATES, INC  
APRIL 8, 2021

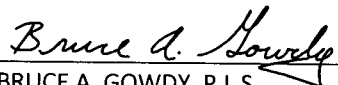
  
BRUCE A. GOWDY, P.L.S.



EXHIBIT 1 to EXHIBIT N\_ OPEN SPACE COV LANDS.DOCX  
04-08-21

# **LEGEND**



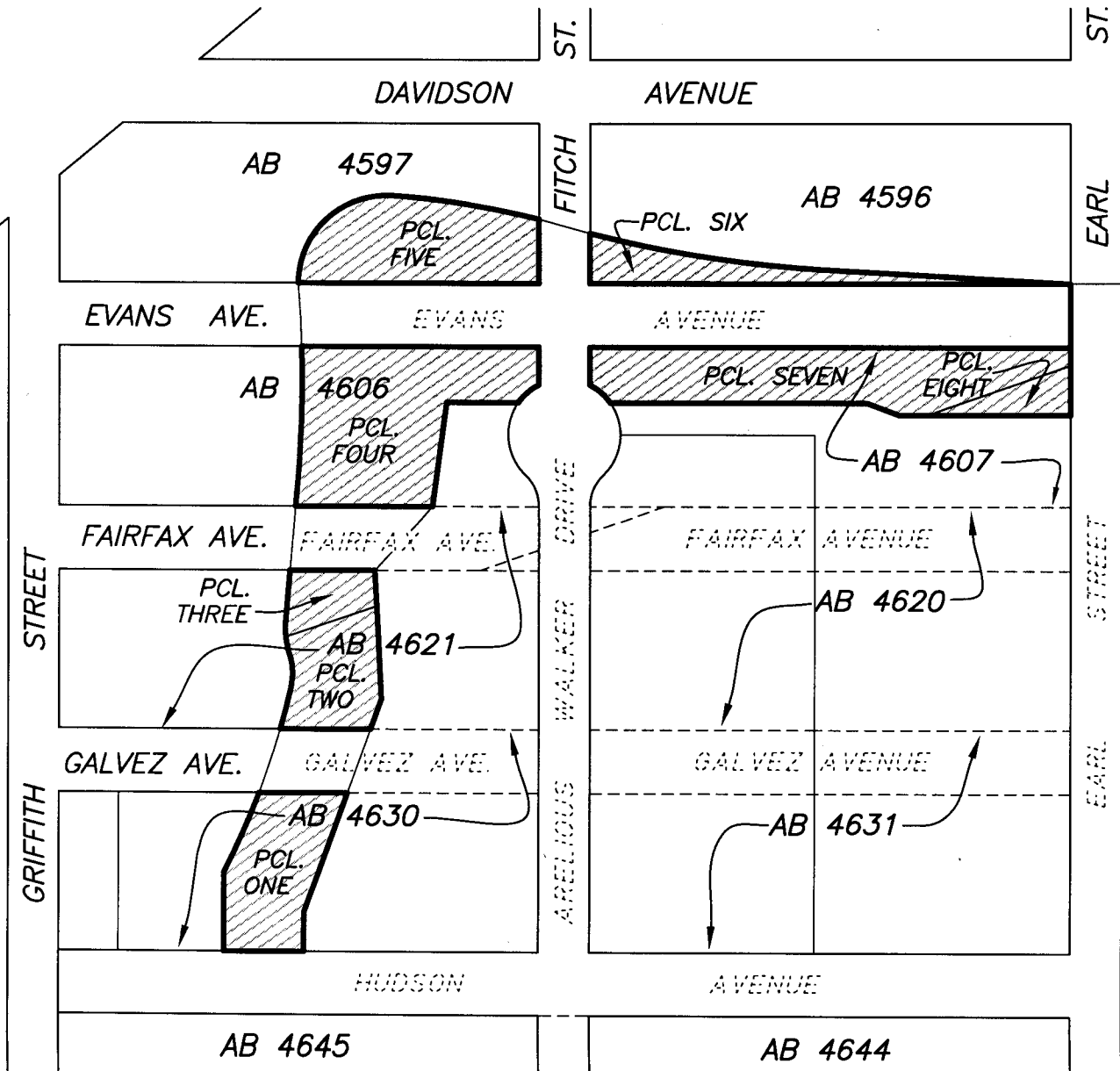
LANDS OF THE CITY &  
COUNTY OF SAN FRANCISCO  
(E474 O.R. 884)

AB ASSESSOR'S BLOCK

PCL. PARCEL

FAIRFAX AVE. CITY STREET

FAIRFAX AVE. VACATED CITY STREET



**EXHIBIT 1 to EXHIBIT N**  
**ILLUSTRATIVE PLAT of**  
**OPEN SPACE COVENANT LANDS**

**EXHIBIT O**  
**Form of Public Trust Easement Patent**

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

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

APN No.  
SLC No. G 11-01/AD [XXX]

STATE OF CALIFORNIA

PUBLIC TRUST EASEMENT PATENT

WHEREAS, the lands described in Exhibit 1 ("Public Trust Easement Property") consist of lands that are owned by India Basin Investment LLC, a California limited liability company "Developer"); and

WHEREAS, the State Lands Commission ("Commission"), at its public meeting on February 23, 2021, approved Staff Report No. 40, which authorized a title settlement and land exchange agreement for India Basin ("Agreement") between the State of California ("State"), acting by and through the Commission, and the City, Port and Developer, pursuant to Section 5 of Chapter 310 of the Statutes of 1987 (Chapter 310); and

WHEREAS, pursuant to the Agreement, Developer granted to the Commission a public trust easement for commerce, navigation, and fisheries over the Public Trust Easement Property (the "Public Trust Easement"), which the State, acting by and through the Executive Officer of the Commission pursuant to Staff Report No. 40, accepted as real property of the legal character of tidelands and submerged lands; and

WHEREAS, pursuant to the Agreement, it is the intent of the State to convey to the City all of its right, title and interest in and to the Public Trust Easement, to be accepted and held by the Port in its capacity as the trustee under the Burton Act, Chapter 1333, Statutes of 1968, as amended (the "Burton Act"), subject to the public trust for commerce, navigation and fisheries and the Burton Act trust (collectively, the "Public Trust").

NOW, THEREFORE,

India Basin Trust Exchange, Public Trust Easement Patent  
Assessor's Block ("A.B.") \_\_\_\_\_, Lot \_\_\_\_\_

The STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the CITY AND COUNTY OF SAN FRANCISCO, all of its right, title, and interest in the Public Trust Easement, to be accepted and held by the CITY AND COUNTY OF SAN FRANCISCO acting by and through the SAN FRANCISCO PORT COMMISSION as trustee pursuant to the Burton Act, subject to the Public Trust and existing encumbrances of record.

[SIGNATURES ON FOLLOWING PAGE]

IN APPROVAL WHEREOF, I, Gavin Newsom, 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 7730 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this \_\_\_\_ day of \_\_\_\_\_, two thousand \_\_\_\_.

---

Gavin Newsom  
GOVERNOR

Attest:

---

Shirley N. Weber  
SECRETARY OF STATE

Countersigned:

---

Jennifer Lucchesi  
EXECUTIVE OFFICER  
STATE LANDS COMMISSION

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING  
Government Code 27281

This is to certify that the interest in real property conveyed by the Public Trust Easement Patent dated \_\_\_\_\_ 2021, from the State of California, acting by and through the State Lands Commission, to the City and County of San Francisco, a charter City, is hereby accepted by the City and County of San Francisco, acting by and through the San Francisco Port Commission ("Port"). This acceptance is made pursuant to authority conferred by Board of Supervisors Ordinance No. 252-18, adopted on October 23, 2018, and Port Resolution 18-60, adopted on October 23, 2018. The property interest conveyed shall be held by the Port as trustee pursuant to the Burton Act (as may be amended from time to time), subject to the public trust for commerce, navigation and fisheries and the Burton Act trust pursuant to Chapter 1333, Statutes of 1968, as amended. The grantee consents to the recordation of this conveyance by its duly authorized officer.

CITY AND COUNTY OF SAN  
FRANCISCO, acting by and through the  
San Francisco Port Commission

Date:

By: \_\_\_\_\_  
Elaine Forbes  
Port Executive Director

Approved as to form:

DENNIS J. HERRERA  
City Attorney

Date:

By: \_\_\_\_\_  
Michelle Sexton  
Port General Counsel

**EXHIBIT 1 to EXHIBIT O  
LEGAL DESCRIPTION  
PUBLIC TRUST PROPERTY**

*[To be attached at Closing]*

104306798.2



## SUBORDINATION

The undersigned, as beneficiary of the beneficial interest in and under that certain Deed of Trust, Assignment of Rents and Leases, and Fixture Filing dated March 13, 2020, and recorded on March 13, 2020, as Instrument No. 2020-K914834-00, in the Official Records of the City and County of San Francisco, California, as amended by that certain First Amendment to Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated December 29, 2021, and recorded on December 30, 2021 as Document No. 2021191208 in the Official Records of the City and County of San Francisco (the "**Deed of Trust**"), which Deed of Trust is by and between INDIA BASIN INVESTMENT, LLC, a California limited liability company, as Borrower, FIDELITY NATIONAL TITLE COMPANY, as Trustee, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., SOLELY IN ITS CAPACITY AS DIRECTED TRUSTEE FOR WASHINGTON CAPITAL JOINT MASTER TRUST MORTGAGE INCOME FUND, AND NOT IN ITS INDIVIDUAL CAPACITY, as Lender (as successor by assignment from MIF INDIA BASIN LLC, a Washington limited liability company), expressly subordinates said Deed of Trust and its beneficial interest thereunder to that certain Public Trust Exchange and Title Settlement Agreement for India Basin dated for references purposes as of November 17, 2021, to which this Subordination is attached (as amended or restated, "**Exchange Agreement**"). By executing this Subordination, the undersigned agrees that should the undersigned acquire title to all or any portion of the Property (as defined in the Deed of Trust) by foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure, or any other remedy in or relating to the Deed of Trust, the undersigned will acquire title subject to the provisions of the Exchange Agreement, which shall remain in full force and effect.

Dated: June 21, 2022

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., SOLELY IN ITS CAPACITY AS  
DIRECTED TRUSTEE FOR WASHINGTON  
CAPITAL JOINT MASTER TRUST MORTGAGE  
INCOME FUND, AND NOT IN ITS INDIVIDUAL  
CAPACITY

By: Print Name: Bruce D. Brugel Jr.Title: Authorized Representative

AICA Bruce Brugel

[NOTARIAL ACKNOWLEDGMENT ON FOLLOWING PAGE].

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

STATE OF MASSACHUSETTS  
COUNTY OF SUFFOLK

On JUNE 21, 2022, before me, AIMEE COCHRAN, notary public  
(here insert name and title of the officer)

personally appeared BRUCE BRUGEL,  
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.

Aimee Cochran Signature (Seal)

