

*[Draft Agreement subject to further revision by State Lands Commission and Department of Parks and Recreation staff and approval by the Commission and the Director of the Department]*

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

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**HUNTERS POINT SHIPYARD/CANDLESTICK POINT  
TITLE SETTLEMENT, PUBLIC TRUST EXCHANGE  
AND BOUNDARY LINE AGREEMENT**

This HUNTERS POINT SHIPYARD/CANDLESTICK POINT TITLE SETTLEMENT, PUBLIC TRUST EXCHANGE AND BOUNDARY LINE AGREEMENT (“Agreement”) is dated for reference as of \_\_\_\_\_, 2010. The parties to this Agreement (each individually a “Party,” and collectively “Parties”) are the State of California, acting by and through the State Lands Commission (“Commission”); the State of California, acting by and through the Department of Parks and Recreation (“State Parks”); the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic (“Agency”); the City and County of San Francisco, a charter city and county, acting by and through its Board of Supervisors (“City”); and the City and County of San Francisco, a charter city and county, acting by and through its Port Commission (“Port”). This Agreement is entered into pursuant to Chapter 203 of the Statutes of 2009 (“SB 792”).

## RECITALS

A. This Agreement concerns real property located in the City of San Francisco within the area commonly known as the former Hunters Point Naval Shipyard (“Shipyard”) and within the area commonly known as Candlestick Point. The area that is subject to this Agreement (“Subject Area”), described in **Exhibit 1** (“Legal Description of Subject Area”) and depicted for illustrative purposes in **Exhibit 2** (“Illustrative Plat of Subject Area”), includes lands that were historically tide or submerged lands (collectively “tidelands”) subject to the common law public trust for commerce, navigation, and fisheries (“Public Trust”), as well as historic uplands that were not subject to the Public Trust and historic tidelands in which the Public Trust may have been terminated. The purpose of this Agreement is to settle certain boundary and title disputes within the Subject Area related to the Public Trust, and to establish and reconfigure the location of lands subject to the Public Trust and lands free of the Public Trust within the Subject Area, through the conveyances, boundary line agreements, and disclaimers provided for in this Agreement, all subject to the terms and conditions of this Agreement.

B. The Subject Area consists of the following parcels of land:

- i. The Public Trust Parcels;
- ii. The Trust Termination Parcels;
- iii. The Alice Griffith Site; and
- iv. The Hunters Point Submerged Lands.

The Public Trust Parcels, the Trust Termination Parcels, the Alice Griffith Site, and the Hunters Point Submerged Lands are depicted for illustrative purposes in **Exhibit 2**.

C. The Parties desire through this Agreement to establish the Public Trust on the Public Trust Parcels and terminate the Public Trust in the Trust Termination Parcels through a land exchange, which will be accomplished through a series of conveyances as provided in this Agreement (“Exchange”). The lands to be included in the Exchange lie within the following eleven Exchange Areas, each of which is depicted in **Exhibit 3** (“Illustrative Plat of Exchange Areas”): the Shipyard Site; the Parcel A Site; the Hilltop Trust Streets; the CP State Park Site; the Non-Park Commission Land; the Yosemite Slough Addition; the Navy ROW; the Walker Drive Site; the Old Stadium Development Site; the Park Addition; and the Port Site. The Public Trust Parcels consist of the following nine parcels, each corresponding to an Exchange Area:

- i. The Shipyard Site Public Trust Parcel, depicted in **Exhibit 4** (“Illustrative Plat of Shipyard Site Public Trust Parcel”).
- ii. The Parcel A Site Public Trust Parcel, depicted in **Exhibit 5** (“Illustrative Plat of Parcel A Site Public Trust Parcel”).
- iii. The Hilltop Trust Streets Public Trust Parcel, depicted in **Exhibit 6** (“Illustrative Plat of Hilltop Trust Streets Public Trust Parcel”).

- iv. The CP State Park Site Public Trust Parcel, depicted in **Exhibit 7** (“Illustrative Plat of CP State Park Site Public Trust Parcel”).
- v. The Walker Drive Site Public Trust Parcel depicted in **Exhibit 8** (“Illustrative Plat of Walker Drive Site Public Trust Parcel”).
- vi. The Yosemite Slough Addition Public Trust Parcel depicted in **Exhibit 57** (“Illustrative Plat of Yosemite Slough Public Trust Parcel”).
- vii. The Old Stadium Development Site Public Trust Parcel, depicted in **Exhibit 9** (“Illustrative Plat of Old Stadium Development Site Public Trust Parcel”).
- viii. The Park Addition Public Trust Parcel, depicted in **Exhibit 10** (“Illustrative Plat of Park Addition Public Trust Parcel”).
- ix. The Port Site Public Trust Parcel, depicted in **Exhibit 11** (“Illustrative Plat of Port Site Public Trust Parcel”).

The Trust Termination Parcels consist of the following nine parcels, each corresponding to an Exchange Area:

- i. The Shipyard Site Trust Termination Parcel, depicted in **Exhibit 12** (“Illustrative Plat of Shipyard Site Trust Termination Parcel”).
- ii. The Parcel Site A Trust Termination Parcel, depicted in **Exhibit 13** (“Illustrative Plat of Parcel A Site Trust Termination Parcel”).
- iii. The CP State Park Site Trust Termination Parcel, depicted in **Exhibit 14** (“Illustrative Plat of CP State Park Site Trust Termination Parcel”).
- iv. The Non-Park Commission Land Trust Termination Parcel depicted in **Exhibit 15** (“Illustrative Plat of Non-Park Commission Land Trust Termination Parcel”).
- v. The Yosemite Slough Addition Trust Termination Parcel depicted in **Exhibit 58** (“Illustrative Plat of Yosemite Slough Trust Termination Parcel”).
- vi. The Navy ROW Trust Termination Parcel depicted in **Exhibit 50** (“Illustrative Plat of Navy ROW Trust Termination Parcel”).
- vii. The Old Stadium Development Site Trust Termination Parcel, depicted in **Exhibit 16** (“Illustrative Plat of Old Stadium Development Site Trust Termination Parcel”).
- viii. The Park Addition Trust Termination Parcel, depicted in **Exhibit 17** (“Illustrative Plat of Park Addition Trust Termination Parcel”).

ix. The Port Site Trust Termination Parcel, depicted in **Exhibit 18** (“Illustrative Plat of Port Site Trust Termination Parcel”).

D. The Parties also desire through this Agreement to enter into a boundary line agreement for the purposes of fixing the Agreed Ordinary High Water Mark within Candlestick Point, and to confirm that the Public Trust does not encumber certain lands within the Alice Griffith Site.

E. In addition, the Parties desire through this Agreement to effectuate a conveyance from the Port to the Agency of the Hunters Point Submerged Lands, subject to the Public Trust, upon the satisfaction of the conditions for such conveyance set forth herein.

F. Beginning in 1861, certain of the tidelands within the Subject Area were conveyed into private ownership by the State of California (“State”) pursuant to various state statutes. Portions of those tidelands were subsequently filled and reclaimed. The Public Trust status of portions of the reclaimed tidelands is uncertain. Due to differences in the various statutes authorizing the conveyance of certain portions of the tidelands into private ownership, as well as other historical circumstances, some of the reclaimed tidelands, including lands located well inland from the current shoreline, have remained subject to the Public Trust, while other reclaimed tidelands, including most of the lands adjacent to the shoreline, may have been freed from the Public Trust.

G. In 1939, the United States began acquiring lands, in part by condemnation, for purposes of constructing and operating what came to be the Shipyard. The State and the federal government disagree as to the effect of federal condemnations on the existence of the Public Trust. This disagreement adds to the Public Trust title uncertainties within the Shipyard. In addition, the City asserts certain reserved rights and interests in the Shipyard, including but not limited to rights and interests in former street areas. The Shipyard was closed in 1974. Pursuant to Section 2824(a) of the National Defense Authorization Act for fiscal year 1991, as amended by Section 2834 of the National Defense Authorization Act for fiscal year 1994, the United States Navy is authorized to convey the Shipyard, or portions of the Shipyard, to the City or to a local reuse authority approved by the City. The Agency is the approved local reuse authority for the Shipyard. The Shipyard Site and the Navy ROW, each depicted in **Exhibit 3**, comprise that portion of the Shipyard within the Subject Area presently owned by the United States.

H. Pursuant to a 2004 conveyance agreement with the Agency, the United States Navy conveyed a portion of the Shipyard, commonly known as “Parcel A,” to the Agency and has agreed to transfer the remainder to the Agency following hazardous materials remediation. The Commission approved a boundary line agreement between the Agency and the State on December 9, 2004 (Minute Item #45). In 2005, the Agency and the Commission entered into a boundary line agreement (Commission File No. BLA 274) demarcating the boundary between lands within Parcel A that are free and clear of the Public Trust and lands that may be subject to the Public Trust. Thereafter, the Agency conveyed a portion of the Parcel A lands that are free of the Public Trust, including certain street areas, to the predecessor of CP Development Co., L.P., the current developer of the redevelopment project on the Subject Area (“Developer”), for purposes of residential development, and retained the remainder in Agency ownership. The

Parcel A Site, depicted in **Exhibit 3**, consists of a portion of the lands within Parcel A retained by the Agency. **Exhibit 3**

I. Portions of Parcel A presently owned by the Developer and the Agency have been reserved for street purposes, including certain streets that are to be impressed with the Public Trust under this Agreement. Pursuant to a separate agreement, the Developer and the Agency will each convey to the City their fee interests in those portions of the proposed streets within Parcel A that are to be impressed with the Public Trust under this Agreement. These streets comprise the Hilltop Trust Streets depicted in **Exhibit 3**.

J. The State's sovereign interest in the filled tidelands at Candlestick Point involves primarily reserved streets and portions of a former railroad right-of-way. In 1958, the State, through Chapter 2 of the Statutes of 1958, First Extraordinary Session ("1958 Act"), authorized the sale of a portion of the State's sovereign interests in Candlestick Point to the City for the purpose of developing a sports stadium. The State received consideration for the sale. The intent of the 1958 Act was to terminate the Public Trust on the transferred lands, but the statute required that the lands be used only for purposes of general statewide interest. Pursuant to the 1958 Act, the State conveyed the lands to the City by patent, recorded at Book 14, page 46 in the records of the Commission (the "1958 Patent"). Under the 1958 Patent, the City acquired the lands free of the Public Trust, but the 1958 Patent contained a limitation stating that the grant was only for the uses prescribed by the 1958 Act ("Statewide Interest Restriction"). The City thereafter constructed the stadium commonly referred to as Candlestick Park on a portion of the granted lands and other lands acquired by the City. The City, acting by and through its Recreation and Park Commission ("City Rec/Park"), currently holds and leases approximately 77 acres at Candlestick Point, including a portion of the lands granted by the 1958 Patent, to the San Francisco Forty Niners ("49ers") for stadium and parking use ("49ers Lease"). The 49ers have announced their intention to build a new stadium at a location other than Candlestick Point. If and when the 49ers Lease expires or terminates and the 49ers have vacated the 49ers Lease premises, City Rec/Park intends to convey the 49ers Lease premises to the Agency in accordance with the terms of a separate agreement, entered into concurrently with this Agreement (the "Rec/Park Land Transfer Agreement"). The 49ers Lease premises, together with certain streets and other lands owned by the City but not included within the 49ers Lease premises, and a portion of Harney Way owned by the Port, comprise the Old Stadium Development Site and the Park Addition depicted in **Exhibit 3**.

K. In 1968, the Legislature enacted the Burton Act (Chapter 1333 of the Statutes of 1968, as amended), which granted to the City the State's remaining interest in tidelands within the City, including the State's sovereign interests in the portion of Candlestick Point outside of the stadium site. This grant was made subject to the Public Trust and to the terms and conditions of the Burton Act. The lands granted to the City under the Burton Act are held by the Port. At Candlestick Point, the lands held by the Port under the Burton Act consist primarily of streets and a former railroad right-of-way. These lands, together with certain privately owned lots adjacent to the Port-owned streets, constitute the Port Site depicted in **Exhibit 3**.

L. In 1973, the Legislature authorized State Parks to acquire and develop real property at Candlestick Point for the state park system. State Parks subsequently prepared a

park acquisition plan consisting of areas near and along the shoreline of Candlestick Point, and acquired certain private lands within the acquisition plan area to create the Candlestick Point State Recreation Area (“CPSRA”). In 1984, the City quitclaimed to the Commission those lands within the CPSRA boundary that the City had acquired under the 1958 Act and under the Burton Act. The quitclaim deed (“1984 Quitclaim”) reserved to the City a right of reversion in the event that certain improvements were not made at the CP State Park Site (“Reversionary Interest”). A portion of the lands described in the 1984 Quitclaim, which are primarily in the form of paper streets and a former railroad right of way, are held in fee by the Commission and, with the exception of certain portions of historic Carroll Avenue, Donner Avenue, Fitch Street and those portions of the former railroad right of way lying within San Francisco County Assessors Blocks 4853, 4876, 4884, 4885 and 4906, are leased to State Parks for a term of 49 years, of which 25 years remain, pursuant to Commission Lease PRC 6414. State Parks’ leasehold interest is depicted and described in **Exhibit 19** (“Legal Description and Illustrative Plat of State Parks’ Leasehold Interest”). The remaining lands within the CPSRA are held by State Parks in fee. The CP State Park Site depicted in **Exhibit 3** is comprised of the lands owned by or leased to State Parks, and a portion of the lands owned by the Commission and excepted from Lease PRC 6414.

M. The remaining lands currently held by the Commission in fee ownership that are outside of the CP State Park Site, consisting of a portion of the former railroad right of way not included in Commission Lease PRC 6414, comprise the Non-Park Commission Land depicted in **Exhibit 3**. The City claims a fee interest in certain portions of Yosemite Avenue, Wallace Avenue, Van Dyke Avenue, and Underwood Avenue adjoining the CP State Park Site and were excluded from the 1984 Quitclaim. These lands comprise the Yosemite Slough Addition depicted in **Exhibit 3**. The City and/or the Port claims a fee interest, as sovereign lands granted to the City pursuant to the Burton Act, in a portion of Arelius Walker Drive within the Subject Area and adjoining the CP State Park Site and the Shipyard. These lands comprise the Walker Drive Site and depicted in **Exhibit 3**.

N. The Alice Griffith Site, described and depicted in **Exhibit 20** (“Legal Description and Illustrative Plat of Alice Griffith Site”), consists in part of former tidelands comprising Candlestick Point. Within the Alice Griffith Site, and at Candlestick Point generally, the precise location of the boundary between lands that, prior to impacts of artificial influences, were landward of the mean high tide line (“historic uplands”) and the lands that were historically waterward of the mean high tide line (“former tidelands”) is uncertain. The historic uplands are within confirmed Mexican land grants and are free of the Public Trust. Portions of the former tidelands were conveyed by the State into private ownership pursuant to Chapter 543 of the Statutes of 1868, and are free of the Public Trust by application of the decision of the California Supreme Court in *City of Berkeley v. Superior Court* (1980) 26 Cal. 3d 515. The State reserved the remaining portions of the former tidelands within the Alice Griffith Site as streets. A portion of the reserved streets were conveyed to the City free of the Public Trust pursuant to the 1958 Act. In 1960, the State conveyed its interest in the remainder of the streets within the Alice Griffith Site by patent to the Housing Authority of the City and County of San Francisco pursuant to an exchange authorized by Chapter 1573 of the Statutes of 1955, as amended by Chapter 1999 of the Statutes of 1957 (“Hunters Point Reclamation District Act”). Both the patent, under the Hunters Point Reclamation District Act, and a subsequent act

of the Legislature (Chapter 1273 of the Statutes of 1963) had the effect of terminating the Public Trust in the patented lands.

O. The Hunters Point Submerged Lands, described in **Exhibit 21** (“Legal Description of Hunters Point Submerged Lands”), consist of submerged lands held by the Port under the Burton Act that lie waterward of the submerged lands owned by the Navy, but within the boundaries of the Hunters Point Shipyard Redevelopment Area adopted by the Agency. Certain of the piers located at the Shipyard and owned by the Navy extend onto the Hunters Point Submerged Lands, and will ultimately be conveyed to the Agency under the Agency’s agreement with the Navy.

P. In 2007, the City and the Agency undertook an integrated planning effort for the Shipyard and Candlestick Point, which resulted in the adoption of a Conceptual Framework for Development (“Conceptual Framework”). The Conceptual Framework calls for a mixed use project within the Subject Area that will provide, among other things, much needed parks and open space, including a major renovation of the CPSRA to enhance access by residents and visitors to the waterfront; new business and employment opportunities; new housing opportunities affordable for residents of the neighboring Bayview Hunters Point community; a site for a new sports stadium on the Shipyard, with alternative uses if the San Francisco 49ers elect to build a new stadium elsewhere; and other economic and public benefits for the community and the City as a whole and the statewide public. In June 2008, the voters of the City approved Proposition G, the "Mixed Use Development Project for Candlestick Point and Hunters Point Shipyard." Proposition G promulgated City policy encouraging the timely development of the Subject Area with a mixed-use project.

Q. In 2009, the Legislature enacted SB 792 for the purpose of facilitating the productive reuse of the Shipyard and Candlestick Point in a manner that furthers the purposes of the Public Trust and the Community Redevelopment Law. SB 792 authorizes the Commission to carry out an exchange of lands that will place or confirm the Public Trust on lands within the Subject Area with substantial value for the Public Trust, and terminate the Public Trust in Subject Area lands that are no longer useful for Public Trust purposes. SB 792 also confirms that the 1958 Act terminated the Public Trust in the lands transferred to the City pursuant to that statute, repeals that part of the 1958 Act that imposed the Statewide Interest Restriction, and directs the Commission to cooperate in actions necessary to remove any encumbrances on title created by the Statewide Interest Restriction. SB 792 authorizes the Agency to hold Public Trust lands within the Subject Area as trustee on behalf of the people of California, and grants to the Agency in trust all of the State’s sovereign right, title and interest in lands within the Subject Area in which the Agency owns or acquires fee title.

R. In 2010, the Agency and the City undertook a series of actions in connection with the redevelopment project (“Project”), including certification of an environmental impact report for the Project, adoption of amendments to the Hunters Point Shipyard Redevelopment Plan and the Bayview Hunters Point Redevelopment Plan, adoption of general plan, zoning code, and zoning map amendments, approval of a disposition and development agreement, and various other actions to implement the Project.

S. This Agreement provides a mechanism for implementing the trust exchange contemplated in SB 792 through a series of conveyances that will result in the configuration of Public Trust lands substantially similar to that depicted on the diagram in Section 25 of SB 792. Following the conveyances, the Trust Termination Parcels will be freed of the Public Trust, as well as any “applicable statutory trust” as that term is defined in SB 792 (“Statutory Trust”); the Public Trust Parcels will be impressed with the Public Trust; and those Public Trust Parcels conveyed to the Agency will be impressed additionally with the Statutory Trust. The conveyances will also terminate the Statewide Interest Restriction in the lands conveyed, and will eliminate the City’s Reversionary Interest in the CP State Park Site and any residual right, title or interest of the City in the Shipyard Site.

T. The Exchange will be accomplished through the following recorded conveyances, subject to the phasing provisions, conditions of closing, and other terms and conditions of this Agreement:

i. The Agency will convey to the Commission by quitclaim deed all of its right, title and interest in those portions of the Public Trust Parcels and Trust Termination Parcels lying within the Shipyard Site, the Navy ROW, the Parcel A Site, the Old Stadium Development Site, and the Park Addition.

ii. The City will convey to the Commission by quitclaim deed all of its right, title and interest in those portions of the Public Trust Parcels and Trust Termination Parcels lying within the Shipyard Site, the Hilltop Trust Streets, the CP State Park Site, the Non-Park Commission Land, the Yosemite Slough Addition, the Walker Drive Site, the Old Stadium Development Site, and the Park Addition.

iii. The Port will convey to the Commission by quitclaim deed all of its right, title and interest in those portions of the Public Trust Parcels and Trust Termination Parcels lying within the CP State Park Site, the Non-Park Commission Land, the Walker Drive Site, the Old Stadium Development Site, and the Port Site.

iv. State Parks will convey to the Commission by quitclaim deed (“Lease Quitclaim”) all of its right, claim, title, or interest arising by virtue of or pursuant to that certain lease designated Lease PRC 6414, and approved by the Commission on April 28, 1983.

v. The Commission will accept the Lease Quitclaim from State Parks.

vi. State Parks will convey to the Commission by quitclaim deed all of its right, title and interest in those portions of the Public Trust Parcels and Trust Termination Parcels lying within the CP State Park Site.

vii. The Commission will accept the CP State Park Site Public Trust Parcel as sovereign lands subject to the Public Trust, and will lease that parcel to State Parks for a term of 66 years.



viii. The Commission will accept the CP State Park Site Trust Termination Parcel and the Navy ROW Trust Termination Parcel, and will convey to State Parks by quitclaim, free of the Public Trust and Statutory Trust, all of its right, title and interest in those parcels.

ix. The Commission will accept the Shipyard Site Public Trust Parcel, the Parcel A Public Trust Parcel, the Yosemite Slough Addition Public Trust Parcel, the Walker Drive Site Public Trust Parcel, the Old Stadium Development Site Public Trust Parcel, the Park Addition Public Trust Parcel, and the Port Site Public Trust Parcel, and will convey to the Agency by patent, as sovereign lands subject to the Public Trust and the Statutory Trust, all of its right title and interest in those parcels.

x. The Commission will accept the Hilltop Trust Streets Public Trust Parcel and will convey to the City by patent, as sovereign lands subject to the Public Trust and the Statutory Trust, all of its right title and interest in that parcel.

xi. The Commission will accept the Shipyard Site Trust Termination Parcel, the Parcel A Site Trust Termination Parcel, the Non-Park Commission Land Trust Termination Parcel, the Yosemite Slough Addition Trust Termination Parcel, the Old Stadium Development Site Trust Termination Parcel, the Park Addition Trust Termination Parcel, and the Port Site Trust Termination Parcel, and will convey to the Agency by patent, free of the Public Trust and the Statutory Trust, all of its right title and interest in those parcels.

U. Following the Exchange, the entire waterfront within the Subject Area, as well as certain interior lands that have high Public Trust values, will be subject to the Public Trust. The lands that will be removed from the Public Trust pursuant to the exchange have been cut off from navigable waters, are no longer needed or required for the promotion of the Public Trust, and constitute a relatively small portion of the granted public trust lands within the City.

V. In the interest of settlement, the Parties have conducted independent studies and evaluations of their respective factual and legal positions relating to the disputed title claims. Appraisals and property interest evaluation studies reviewed or completed by the Commission have shown that the value of the lands and interests to be exchanged into the Public Trust under this Agreement is equal to or greater than the value of the lands and interests to be exchanged out of the Public Trust.

W. This Agreement contemplates that the conveyances called for hereunder will occur in a series of phased closings (each a "Closing Phase"). The initial Closing Phase ("Initial Closing Phase") will effectuate the Exchange within the CP State Park Site, the Parcel A Site, the Non-Park Commission Land, Yosemite Slough Addition, Walker Drive Site, and the Hilltop Trust Streets, as depicted for illustrative purposes in **Exhibit 22** ("Illustrative Plat of Initial Closing Phase Exchange Areas"), and as more particularly described in **Exhibit 23** ("Legal Description of Public Trust Parcels for Initial Closing Phase") and in **Exhibit 24** ("Legal Description of Trust Termination Parcels for Initial Closing Phase").

X. Subsequent Closing Phases (each a “Subsequent Closing Phase”) will occur as the Agency acquires portions of the Shipyard Site and Navy ROW from the Navy, and, with respect to the Old Stadium Development Site and Park Addition, after the 49ers Lease expires or terminates and the Agency acquires the lands from City Rec/Park. It is anticipated that each Subsequent Closing Phase will be in substantial conformance with the phasing requirements set forth in this Agreement. As provided in this Agreement, the Commission will review each Subsequent Closing Phase for conformity with the phasing requirements provided in this Agreement.

Y. The Parties presently anticipate that some or all of the lands within the Shipyard Site will be remediated by the United States prior to transfer to the Agency, and that the United States will provide a warranty for the lands in accordance with Section 9620(h)(3)(A) of Title 42 of the United States Code. However, it is possible that a portion of the lands within the Shipyard Site will be conveyed to the Agency by early transfer, prior to complete remediation by the United States. In accordance with Section 23 of SB 792, this Agreement provides that lands within the Shipyard Site for which no warranty has been obtained may not be exchanged unless and until the United States has obtained a warranty deferral for the lands, approved by the Governor in accordance with Section 9620(h)(3)(C) of Title 42 of the United States Code, and the Commission has made a written finding that sufficient liability measures and implementation measures will be in place upon the completion of the exchange.

Z. In addition to authorizing a Public Trust exchange, SB 792 authorizes a reconfiguration of the CPSRA. By separate agreement, recorded in the in the office of the City and County of San Francisco Recorder on \_\_\_\_\_ in Book \_\_\_\_\_ Document No. \_\_\_\_\_ (“Park Agreement”), State Parks, Commission and the Agency have agreed to make certain conveyances to implement the CPSRA reconfiguration authorized by SB 792, subject to the terms and conditions of the Park Agreement. The Park Agreement provides for, inter alia, the phased conveyance of portions of the CP State Park Site Public Trust Parcel and CP State Park Site Trust Termination Parcel to the Agency in exchange for consideration that includes, in part, the conveyance by the Agency of the Yosemite Slough Addition Public Trust Parcel and the Park Addition Public Parcel to the Commission, and the Yosemite Slough Addition Trust Termination Parcel and the Park Addition Trust Termination Parcel to State Parks, for inclusion in the CPSRA. The conveyances of lands within the CP State Park Site that are called for in this Agreement are part of the Initial Closing Phase and are intended to precede the conveyances of those portions of the CP State Park Site designated for transfer to the Agency under the Park Agreement. With respect to the Yosemite Slough Addition Parcels and the Park Addition Parcels, this Agreement and the Park Agreement provide that, if the conveyances of those parcels under each agreement will occur concurrently, the Parties may simplify the transaction by consolidating the required conveyances as appropriate to effectuate the intent of both agreements.

AA. In addition to providing for the reconfiguration of the CPSRA, another primary purpose of the Park Agreement is to facilitate the redesign and improvement of the CPSRA. To that end, State Parks as embarked on a General Plan Revision for the CPRSA, which is anticipated to include trail improvements, habitat restoration, increased public access, and enhanced public recreational facilities.

BB. The Parties desire that the Agency have the authority to convey in trust to the City the fee interest in those portions of the Public Trust Parcels that will be dedicated as public streets. Section 18 of SB 792 authorizes the Agency, subject to approval by the Commission, to transfer Public Trust lands to the City, to be held by the City subject to the Public Trust and the Statutory Trust. By this Agreement, in accordance with Section 18 of SB 792, the Commission approves and authorizes the transfer from the Agency to the City of the fee interest in those portions of the Public Trust Parcels that will be dedicated as public streets. These lands include the portion of Harney Way currently owned by the Port, which is to be conveyed in trust to the Agency under this Agreement.

CC. SB 792 declares that a portion of the Shipyard, delineated as “Hillside Open Space” on the diagram in Section 25 of SB 792, provides substantial value to the Public Trust as an open space and recreational resource affording exceptional views of San Francisco Bay and the waterfront. Accordingly, SB 792 requires the Commission to ensure that significant view corridors to the waterfront are protected, adequate public access is provided, and other conditions related to the Hillside Open Space are met. SB 792 also requires that the Commission make certain findings, and impose certain conditions on the exchange, relating to transportation, public access and parking facilities. This Agreement contains requirements to ensure that all of these requirements are met.

DD. By this Agreement, the Parties also seek to confirm that the Alice Griffith Site is not encumbered by the Public Trust, or any other right, title or interest of the State. This Agreement permanently fixes the Agreed Ordinary High Water Mark within Candlestick Point, including the Alice Griffith Site, as described and depicted in **Exhibit 25** (“Legal Description and Illustrative Plat of Agreed Ordinary High Water Mark”), in order to establish thereby the waterward boundary of lands having the character of historic uplands, and therefore not subject to the Public Trust. In addition, the State, by this Agreement, confirms that the Public Trust has been terminated on all former tidelands within the Alice Griffith Site, and disclaims any right, title or interest of the State in the Alice Griffith Site. The Parties believe that the Agreed Ordinary High Water Mark represents the best available evidence of the location of the boundary between historic uplands and former tidelands. Pursuant to Section 22 of SB 792, the Parties consider it expedient and necessary and in the best interests of the Parties and the public to settle by agreement the location of the Agreed Ordinary High Water Mark within Candlestick Point and to confirm the State’s prior conveyance free of the Public Trust of the former tidelands within the Alice Griffith Site, thereby permanently fixing, establishing, and forever setting to rest any and all questions relating to the existence of any State sovereign interests in this location.

EE. Sections 6(b) and 7(c) of SB 792 provide that, upon conveyance by the federal government to the Agency of any piers or other appurtenances located in part on the Hunters Point Submerged Lands, the grant of the State's right, title, and interest in the Hunters Point Submerged Lands to the City pursuant to the Burton Act (which right, title and interest is held by the City by and through the Port) is revoked, and all of the State's right, title, and interest in those lands is granted to and vested in the Agency, subject to the Public Trust and the Statutory Trust. To facilitate the transfer of title to the Hunters Point Submerged Lands from the Port to the Agency, this Agreement provides that, upon the Agency’s acquisition of any piers or other

appurtenances located in part on the Hunters Point Submerged Lands, the Port will quitclaim all of its right, title and interest in the Hunters Point Submerged Lands to the Agency.

FF. In the late 1970s and early 1980s, an approximately 35 acre portion of the CP State Park Site was developed with park improvements using grant monies from the federal Land and Water Conservation Fund (“LWCF”). As a condition of receiving the grants, and in accordance with 16 U.S.C. § 460l(f)(3), State Parks entered into agreements with the federal government in which it committed to provide replacement outdoor recreation lands in the event that the improved lands were converted to uses other than outdoor recreation (“LWCF Replacement Commitment”). The Commission is not a party to these agreements with the federal government. The lands presently subject to the LWCF Replacement Commitment include certain lands to be exchanged into the Public Trust and held by the Commission. This Agreement clarifies the obligations of State Parks with respect to the LWCF Replacement Commitment as it pertains to Public Trust lands.

GG. The Agency approved execution of an agreement substantially in the form of this Agreement through its approval of Agency Resolution No. 67-2010, on June 3, 2010.

HH. The City approved execution of an agreement substantially in the form of this Agreement through its approval of Board Resolution No. 348-10 on July 27, 2010.

II. The Port approved execution of an agreement substantially in the form of this Agreement through its approval of Port Resolution No. 10-40 on June 8, 2010.

JJ. The Commission approved execution of an agreement substantially in the form of this Agreement on \_\_\_\_\_.

KK. State Parks approved execution of an agreement substantially in the form of this Agreement on \_\_\_\_\_.

## AGREEMENT

1. Definitions. Terms in this Agreement are defined as they appear herein. **Exhibit 60** (“List of Defined Terms”) contains a list of defined terms and the sections in which they are defined.

2. State Parks Quitclaim of Leasehold Interest. At the time the CP State Park Site Public Trust Parcels and the CP State Park Site Trust Termination Parcels are conveyed pursuant to Section 3, State Parks and the Commission shall terminate the existing leasehold interest affecting the CPSRA through the following conveyances and acceptances:

2.1 State Parks shall convey to the Commission through the Lease Quitclaim all of its right, claim, title, or interest arising by virtue of or pursuant to that certain lease designated Lease PRC 6414, and approved by the Commission on April 28, 1983. A conveyance made pursuant to this paragraph shall be by the Lease Quitclaim in the form of **Exhibit 26** (“Form of Lease Quitclaim deed from State Parks to Commission of State Parks Leasehold Interest”).

2.2 The Commission shall accept the conveyance made through the Lease Quitclaim upon the terms set forth in its Certificate of Acceptance, which shall be in the form of **Exhibit 27** (“Form of Commission’s Certificate of Acceptance of State Parks’ Lease Quitclaim Deed”).

3. Trust Exchange and Conveyances.

3.1 Establishment of the Public Trust on Public Trust Parcels. The Public Trust shall be established in the Public Trust Parcels through the following conveyances and acceptances, in accordance with and subject to the phasing procedures described in Section 4, the conditions of closing described in Section 17, and the other terms and conditions of this Agreement:

a. Conveyances of Public Trust Parcels to the Commission.

i. The Agency shall convey, remise, release, and forever quitclaim to the Commission all of the Agency’s right, title, and interest in the Shipyard Site Public Trust Parcel, the Parcel A Site Public Trust Parcel, the Old Stadium Development Site Public Trust Parcel, and the Park Addition Public Trust Parcel. A conveyance made pursuant to this paragraph shall be by Quitclaim Deed in the form of **Exhibit 28** (“Form of Quitclaim Deed from Agency/City to Commission”).

ii. The City and the Port each shall convey, remise, release, and forever quitclaim to the Commission all of their respective right, title, and interest in the CP State Park Site Public Trust Parcel, including but not limited to any Reversionary Interest held by the City or the Port. A conveyance made pursuant to this paragraph shall be by Quitclaim Deed in the form of **Exhibit 29** (“Form of Quitclaim Deed from City/Port to Commission of CP State Park Site and Non-Park Commission Land parcels”).

iii. The City shall convey, remise, release, and forever quitclaim to the Commission all of the City’s right, title, and interest in the Shipyard Site Public Trust Parcel, Hilltop Trust Streets Public Trust Parcel, the Walker Drive Site Public Trust Parcel, the Yosemite Slough Addition Public Trust Parcel, the Old Stadium Development Site Public Trust Parcel, and the Park Addition Public Trust Parcel. A conveyance made pursuant to this paragraph shall be by Quitclaim Deed in the form of **Exhibit 28** (“Form of Quitclaim Deed from Agency/City to Commission”).

iv. The Port shall convey, remise, release, and forever quitclaim to the Commission all of the Port’s right, title, and interest in the Walker Drive Site Public Trust Parcel, the Old Stadium Site Public Trust Parcel, and the Port Site Public Trust Parcel. A conveyance made pursuant to this paragraph shall be by Quitclaim Deed in the form of **Exhibit 30** (“Form of Quitclaim Deed from Port to Commission”).

v. State Parks shall convey, remise, release, and forever quitclaim to the Commission all of State Park’s right, title, and interest in the CP State Park Site Public Trust Parcel. A conveyance made pursuant to this paragraph shall be by Quitclaim Deed in the form of **Exhibit 31** (“Form of Quitclaim Deed from State Parks to Commission of CP State Park Site Public Trust Parcel”).

b. Acceptance of Public Trust Parcels by the Commission.

i. The Commission shall accept the conveyance of the Shipyard Public Trust Parcel, the Parcel A Public Trust Parcel, the Hilltop Trust Streets Public Trust Parcel, the Walker Drive Site Public Trust Parcel, the Old Stadium Development Site Public Trust Parcel, the Yosemite Slough Addition Public Trust Parcel, the Park Addition Public Trust Parcel and the Port Site Public Trust Parcel upon the terms set forth in its Certificate of Acceptance, which shall be in the form of **Exhibit 32** (“Form of Commission’s Certificate of Acceptance of Agency/City/Port Public Trust Parcels”].

ii. The Commission shall accept the conveyance of the CP State Park Site Public Trust Parcel, to be held by the Commission subject to the Public Trust, upon the terms set forth in its Certificate of Acceptance, which shall be in the form of **Exhibit 33** (“Form of Commission’s Certificate of Acceptance of State Park Site Public Trust Parcel”).

c. Conveyances of Public Trust Parcels from the Commission.

i. The Commission shall convey, remise, release, and forever quitclaim to the Agency, in trust, all of the State’s right, title, and interest existing by virtue of its sovereignty, or otherwise, in the Shipyard Site Public Trust Parcel, the Parcel A Site Public Trust Parcel, the Walker Drive Site Public Trust Parcel, Yosemite Slough Addition Public Trust Parcel, and the Port Site Public Trust Parcel, subject to the Public Trust and the Statutory Trust. A conveyance made pursuant to this paragraph shall be by patent in the form of **Exhibit 34** (“Form of Patent from Commission to Agency of Public Trust Parcels”).

ii. The Commission shall convey, remise, release, and forever quitclaim to the Agency, in trust, all of the State’s right, title, and interest existing by virtue of its sovereignty, or otherwise, in the Old Stadium Development Site Public Trust Parcel and the Park Addition Public Trust Parcel, subject to the Public Trust and the Statutory Trust. A conveyance made pursuant to this paragraph shall be by patent in the form of **Exhibit 35** (“Form of Patent from Commission to Agency of Old Stadium Development Site/Park Addition Public Trust Parcel”), and shall extinguish any Statewide Interest Restriction.

iii. The Commission shall convey, remise, release, and forever quitclaim to the City, in trust, all of the State’s right, title, and interest existing by virtue of its sovereignty, or otherwise, in the Hilltop Trust Streets Public Trust Parcel, subject to the Public Trust and the Statutory Trust. A conveyance made pursuant to this paragraph shall be by patent in the form of **Exhibit 36** (“Form of Patent from Commission to City of Hilltop Trust Streets Public Trust Parcel”).

iv. The Commission shall lease the CP State Park Site Public Trust Parcel to State Parks for a term of 66 years. The lease shall be substantially in the form of **Exhibit 37** (“Form of Lease from Commission to State Parks”).

d. Acceptance of Public Trust Parcel Conveyances from the Commission.

i. The Agency shall accept the conveyance of the Shipyard Site Public Trust Parcel, the Parcel A Site Public Trust Parcel, the Old Stadium Development Site Public Trust Parcel, the Walker Drive Site Public Trust Parcel, the Yosemite Slough Addition Public Trust Parcel, the Park Addition Parcel, and the Port Site Public Trust Parcel upon the terms set forth in its Certificate of Acceptance, which shall be in the form of **Exhibit 38** (“Form of Agency/City Certificate of Acceptance of Public Trust Parcels”).

ii. The City shall accept the conveyance of the Hilltop Trust Street Public Trust Parcel upon the terms set forth in its Certificate of Acceptance, which shall be in the form of **Exhibit 38** (“Form of Agency/City Certificate of Acceptance of Public Trust Parcels”).

iii. State Parks shall accept the lease from the Commission of the CP State Park Site Public Trust Parcel, substantially in the form of **Exhibit 37** (“Form of Lease from Commission to State Parks”).

3.2 Termination of the Public Trust and the Statutory Trust in the Trust Termination Parcels. The Public Trust and the Statutory Trust shall be terminated in the Trust Termination Parcels through the following conveyances and acceptances, in accordance with and subject to the phasing procedures described in Section 4, the conditions of closing described in Section 17, and the other terms and conditions of this Agreement:

a. Conveyances to the Commission of the Trust Termination Parcels.

i. The Agency shall convey, remise, release, and forever quitclaim to the Commission all of the Agency’s right, title, and interest in the Shipyard Site Trust Termination Parcel, the Navy ROW Trust Termination Parcel, the Parcel A Site Trust Termination Parcel, the Old Stadium Development Site Trust Termination Parcel, and the Park Addition Trust Termination Parcel. A conveyance pursuant to this paragraph shall be by Quitclaim Deed in the form of **Exhibit 28** (“Form of Quitclaim Deed from Agency/City to Commission”).

ii. The City shall convey, remise, release, and forever quitclaim to the Commission all of the City’s right, title, and interest in the Shipyard Site Trust Termination Parcel, the Old Stadium Development Site Trust Termination Parcel, the Yosemite Slough Addition Trust Termination Parcel, and the Park Addition Trust Termination Parcel. A conveyance made pursuant to this paragraph shall be by Quitclaim Deed in the form of **Exhibit 28**.

iii. The City and the Port each shall convey, remise, release, and forever quitclaim to the Commission all of their respective right, title, and interest in the CP State Park Site Trust Termination Parcel and the Non-Park Commission Land Trust Termination Parcel, including but not limited to any Reversionary Interest held by the City or the Port. A conveyance pursuant to this paragraph shall be by Quitclaim Deed in the form of **Exhibit 29**.

iv. The Port shall convey, remise, release, and forever quitclaim to the Commission all of the Port’s right, title, and interest in the Port Site Trust Termination Parcel. A conveyance pursuant to this paragraph shall be by Quitclaim Deed in the form of **Exhibit 30**.

v. State Parks shall convey, remise, release, and forever quitclaim to the Commission all of State Park's right, title and interest in the CP State Park Site Trust Termination Parcel. A conveyance pursuant to this paragraph shall be by Quitclaim Deed in the form of **Exhibit 39** ("Form of Quitclaim Deed from State Parks to Commission of CP State Park Site Trust Termination Parcel").

b. Acceptance of Trust Termination Parcels by Commission.

i. The Commission shall accept the conveyance of the Shipyard Site Trust Termination Parcel, the Navy ROW Trust Termination Parcel, the Parcel A Site Trust Termination Parcel, the Non-Park Commission Land Trust Termination Parcel, the Port Site Trust Termination Parcel, the Old Stadium Development Site Trust Termination Parcel, the Yosemite Slough Addition Trust Termination Parcel and the Park Addition Trust Termination Parcel upon the terms set forth in its Certificate of Acceptance, which shall be in the form of **Exhibit 40** ("Form of Commission's Certificate of Acceptance of Agency/City/Port Trust Termination Parcels").

ii. The Commission shall accept the conveyance of the CP State Park Site Trust Termination Parcel upon the terms set forth in its Certificate of Acceptance, which shall be in the form of **Exhibit 41** ("Form of Commission's Certificate of Acceptance of CP State Park Site Trust Termination Parcel").

c. Conveyances from Commission of the Trust Termination Parcels.

i. The Commission shall convey, remise, release, and forever quitclaim to the Agency all of the State's right, title, and interest existing by virtue of its sovereignty or otherwise in the Shipyard Site Trust Termination Parcel, the Parcel A Site Trust Termination Parcel, the Non-Park Commission Land Trust Termination Parcel, the Yosemite Slough Addition Trust Termination Parcel and the Port Site Trust Termination Parcel. A conveyance pursuant to this paragraph shall be by Patent in the form of **Exhibit 42** ("Form of Patent and Trust Termination from Commission to Agency of Trust Termination Parcels") and shall specifically release, terminate and extinguish any Public Trust or Statutory Trust interest in said parcels.

ii. The Commission shall convey, remise, release, and forever quitclaim to the Agency all of the State's right, title, and interest existing by virtue of its sovereignty or otherwise in the Old Stadium Development Site Trust Termination Parcel and the Park Addition Trust Termination Parcel. A conveyance pursuant to this paragraph shall be by Patent in the form of **Exhibit 43** ("Form of Patent and Trust Termination from Commission to Agency of Old Stadium Development Site/Park Addition Trust Termination Parcel") and shall specifically release, terminate and extinguish any Public Trust or Statutory Trust interest, and any Statewide Interest Restriction, in said parcel.

iii. The Commission shall convey, remise, release, and forever quitclaim to State Parks all of Commission's jurisdiction over the CP State Park Site Trust Termination Parcel and the Navy ROW Trust Termination Parcel. A conveyance pursuant to this paragraph shall be by Quitclaim in the form of **Exhibit 44** ("Form of Quitclaim and Trust



Termination from Commission to State Parks of CP State Park Site Trust Termination Parcel”) and shall specifically release, terminate and extinguish any Public Trust or Statutory Trust interest, and any Statewide Interest Restriction, in said parcels.

d. Acceptance of Conveyances from Commission.

i. The Agency shall accept the conveyance of the Shipyard Site Trust Termination Parcel, the Parcel A Site Trust Termination Parcel, the Old Stadium Development Site Trust Termination Parcel, the Yosemite Slough Addition Trust Termination Parcel, the Park Addition Trust Termination Parcel, the Non-Park Commission Land Trust Termination Parcel, and the Port Site Trust Termination Parcel upon the terms set forth in its Certificate of Acceptance, which shall be in the form of **Exhibit 45** (“Form of Agency’s Certificate of Acceptance of Trust Termination Parcels”).

ii. State Parks shall accept the conveyance of the CP State Park Site Trust Termination Parcel and the Navy ROW Trust Termination Parcel upon the terms set forth in its Certificate of Acceptance, which shall be in the form of **Exhibit 46** (“Form of State Parks’ Certificate of Acceptance of CP State Park Site/Navy ROW Trust Termination Parcel”).

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

3.4 Notwithstanding the foregoing, in any quitclaim of the City’s interests made pursuant to this Section 3, the City shall reserve any existing sewer easements held by the City within the quitclaimed property, and, for any existing sewer facility within the quitclaimed property that is owned or operated by the City but not subject to an existing easement, the City shall reserve an easement for such facility on reasonable terms and conditions.

4. Closing Phases.

4.1 General. The conveyances described in Section 2 and Section 3 of this Agreement shall be effectuated through the Initial Closing Phase and the Subsequent Closing Phases. Each of the Subsequent Closing Phases shall be subject to approval by the Commission in accordance with the terms and conditions of this Agreement. Notwithstanding anything to the contrary in Section 3, the Parties shall be obligated to convey and accept at each Closing Phase only those portions of the Public Trust Parcels and Trust Termination Parcels applicable to that Closing Phase, as provided in this Section 4.

4.2 Initial Closing Phase. The Initial Closing Phase shall consist of the lease quitclaim described in Section 2, and the conveyance pursuant to Section 2 of lands within the CP State Park Site, the Non-Park Commission Land, the Yosemite Slough Addition, the Walker Drive Site, the Parcel A Site, and the Hilltop Trust Streets Site, as depicted for illustrative purposes in **Exhibit 22** (“Illustrative Plat of Initial Closing Phase Exchange Areas”), and as more

particularly described in **Exhibit 23** (“Legal Description of Public Trust Parcels for Initial Closing Phase”) and in **Exhibit 24** (“Legal Description of Trust Termination Parcels for Initial Closing Phase”).

4.3 Subsequent Closing Phases.

a. General. Each Subsequent Closing Phase shall consist of those lands lying within the boundaries of one or more of the Primary Phase Areas depicted in **Exhibit 47** (“Illustrative Plat of Primary Phase Areas”) or Secondary Phase Areas depicted in **Exhibit 48** (“Illustrative Plat of Secondary Phase Areas”), subject to the requirements of Section 4.3(b) and as those boundaries may be modified in accordance with Section 5 of this Agreement. The lands included in each Subsequent Closing Phase shall be more particularly described in legal descriptions approved by the Commission pursuant to Section 4.3(c) of this Agreement.

b. Phasing Requirements. Subsequent Closing Phases comprising lands within one or more Primary Phase Areas depicted in **Exhibit 47** may proceed in any order or combination, as determined by the Agency in its sole discretion. A Subsequent Closing Phase may include or consist of lands within a Secondary Phase Area depicted in **Exhibit 48** if the closing occurs concurrently with or after the closing on an Associated Phase for that Secondary Phase Area described in the table attached hereto as **Exhibit 49** (“Associated Phases for Secondary Phase Areas”).

c. Commission Review. Prior to each Subsequent Closing Phase, the final legal descriptions for each parcel to be conveyed in that closing shall be submitted to the Commission for its review and approval. The Commission shall approve the Subsequent Closing Phase if it determines that, based on the final legal descriptions, (a) the boundaries of the Public Trust Parcels and Trust Termination Parcels to be conveyed are consistent in all material respects with the relevant portions of **Exhibit 2**, as that exhibit may be modified in accordance with Section 5, and (b) the closing is in substantial conformance with the phasing requirements set forth in Section 4.3(b). If the Commission determines that the Subsequent Closing Phase is not in substantial conformance with the phasing requirements set forth in Section 4.3(b), the Subsequent Closing Phase shall be approved only if the Commission makes the findings required by Section 24 of SB 792 with respect to the proposed closing.

5. Procedures for Parcel Boundary Adjustments. It is anticipated that a number of development approvals within the Subject 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 relevant phases have 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, including streets to be held subject to the Public Trust. Accordingly, minor adjustments to the boundaries of the Public Trust Parcels or the Trust Termination Parcels (“Parcel Boundary Adjustment”), as those boundaries are 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. A Parcel Boundary Adjustment shall proceed in accordance with the following procedures:

5.1 A Parcel Boundary Adjustment may not be sought without the consent of every Party that, following the conveyances contemplated under this Agreement or under the State Parks Land Transfer Agreement, would be the fee owner of a parcel, the boundary of which will be changed by the adjustment (“Affected Party”).

5.2 After obtaining the consent of each Affected Party, the Party seeking the Parcel Boundary Adjustment shall request approval of the Parcel Boundary Adjustment from the Commission, which approval shall not be unreasonably delayed or withheld, subject to the review standards set forth in Section 5.3. The requesting Party shall provide the Commission with any maps, legal descriptions, surveys, or other information necessary to review the proposed Parcel Boundary Adjustment.

5.3 The Commission may approve the Parcel Boundary Adjustment if it determines that the configuration of Public Trust Parcels and Trust Termination Parcels after the adjustment would be consistent with the configuration shown in **Exhibit 2** in all material respects. If the Commission determines that the resulting configuration materially differs from **Exhibit 2**, it may approve the Parcel Boundary Adjustment only if it finds the proposed configuration would nevertheless be substantially similar to the configuration shown in Section 25 of SB 792, and makes any other findings with respect to the proposed configuration that may be required by SB 792.

5.4 Following Commission approval, the Affected Parties and the Commission 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 the sole cost and expense of the Party requesting the Parcel Boundary Adjustment. Upon written approval by the Commission and the Affected Parties of revised exhibits reflecting the Parcel Boundary Adjustment approved by the Commission pursuant to this Section 5, the revised exhibits shall be deemed to replace the relevant exhibits to this Agreement. If an approved Parcel Boundary Adjustment affects any parcels that were previously conveyed in a prior closing under this Agreement, the Affected Parties and the Commission shall cooperate in undertaking any conveyances, boundary line adjustments, or other actions necessary to effectuate the Parcel Boundary Adjustment as to that parcel.

6. Candlestick Point/Alice Griffith Site. The Parties hereby agree to permanently fix and establish the Agreed Ordinary High Water Mark described in **Exhibit 25** as the boundary between lands having the character of historic uplands and lands having the character of historic tidelands within Candlestick Point, including the Alice Griffith Site, described in **Exhibit 20**. The Parties further agree that the lands within the Alice Griffith Site landward of the Agreed Ordinary High Water Mark are free of the Public Trust by virtue of having the character of historic uplands. The Parties further agree that the Public Trust has been terminated on all lands within the Alice Griffith Site waterward of the Agreed Ordinary High Water Mark by virtue of patents or other instruments issued in accordance with applicable state statutes. The Commission hereby disclaims any right, title or interest of the State arising by virtue of its sovereignty or otherwise, including any Public Trust or Statutory Trust interest, in the lands within the Alice Griffith Site.

7. Private Parcels and Harney Way.

7.1 A portion of the Old Stadium Development Site Public Trust Parcel within the proposed Harney Way right of way is presently in private ownership, the approximate location of which is illustrated in **Exhibit 51** (“Illustrative Plat of Private Parcels Within Harney Way ROW”). If the Agency or the City has not acquired title to the private lands within the Old Stadium Development Site Public Trust Parcel at the time of the closing of the exchange phase that includes that Parcel, the Agency and City shall reasonably cooperate with the Commission in undertaking the conveyances and other actions necessary to establish the Public Trust and Statutory Trust on any portion of such private lands that has been acquired by the Agency or the City for the purpose of inclusion within the Harney Street right of way. Nothing in this Agreement shall be construed as imposing an obligation on the City or Agency to acquire any private lands, or to establish the Public Trust or Statutory Trust on any private lands within the Old Stadium Development Site Public Trust Parcel that are acquired by the City or the Agency but not included within the Harney Street right of way.

7.2 The Port Site Trust Termination Parcel and the Old Stadium Development Site Trust Termination Parcel include lands that are in private ownership, the approximate location of which is illustrated in **Exhibit 52** (“Illustrative Plat of Private Parcels Within Port Site Area”). The conveyances of the Port Site Trust Termination Parcel and the Old Stadium Development Site Trust Termination Parcel called for by this Agreement are intended in part to terminate the Public Trust and the Statutory Trust in any private lands within those parcels. The Parties agree to reasonably cooperate in taking whatever additional actions may be necessary to effectuate and confirm the termination of the Public Trust and Statutory Trust in the affected private lands as may be needed to facilitate the development of Candlestick Point.

7.3 In 1958, the Commission granted the City a 49-year right-of-way easement in certain portions of Harney Way owned by the Commission within the City and County of San Francisco (subsequently granted to the Port under the Burton Act) and within San Mateo County. Following the expiration of the easement in 2007, the Commission approved a new 20-year lease to the City of the San Mateo County portion of the right of way (“Harney Way Lease”) at its December 3, 2007 meeting (Calendar Item C19). Pursuant to the Commission’s 2007 approval, the City and the Commission agree to enter into the Harney Way Lease, in substantial conformance with the form attached as **Exhibit 59** (“Form of Harney Way Lease”), promptly following the execution of this Agreement. In addition, in view of the anticipated widening and reconfiguration of Harney Way required in connection with the Project, the City and the Commission agree to cooperate in good faith to amend the Harney Way Lease to do the following: (a) establish reasonable terms and conditions under which the City may construct the Harney Way improvements (as finally configured and approved by the California Department of Highways) on lands owned by the Commission, (b) following completion of the roadway improvements, conform the lease premises to the modified Harney Way footprint and (c) extend the term of the lease to the maximum permitted by law. Nothing in this section shall be construed as limiting the Commission’s exercise of its approval authority, as trustee, or the City’s approval, as tenant, over any future proposed amendment to the Harney Way Lease..

8. Hunters Point Submerged Lands. Promptly following the transfer of ownership from the Navy to the Agency of any piers or other appurtenances located in part on the Hunters Point Submerged Lands, the Agency shall notify the Port of the transfer. The Agency and the Port

shall reasonably cooperate in taking the actions necessary to effectuate and record a conveyance by quitclaim deed of the Port's right, title and interest in the Hunters Point Submerged Lands to the Agency, subject to the Public Trust and the Statutory Trust.

9. Acknowledgement of United States Warranties and Indemnities. The Parties to this Agreement acknowledge that, through the conveyances described in this Agreement, any and all warranties or indemnities provided by the United States pursuant to the Defense Authorization Act of 1993, Pub. L. 102-484 § 330(a)(1), Defense Base Realignment and Closure Act of 1990, Pub. L. 105-510 § 2901 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h)(3), and pertaining to the release or threatened release of any hazardous substance, pollutant, contaminant, petroleum, or petroleum derivative resulting from Department of Defense activities will, by operation of law, be transferred to the extent provided by applicable law, along with the conveyances of any lands subject to such warranties pursuant to this Agreement to the State, the Agency, and any other person or entity that acquires ownership or control of any of the lands conveyed under this Agreement or any portion thereof. The Parties acknowledge that the conveyances described in this Agreement do not cause the grantor to lose any warranty or indemnity provided by the United States.

10. Defense of Claims. 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, the Agency shall reimburse the Commission and State Parks for all reasonable costs incurred in connection with such action, including but not limited to reasonable staff time and attorneys fees incurred by the Commission and State Parks, and including but not limited to any award of attorney fees made by a court of competent jurisdiction against the Commission and/or State Parks, on such reasonable terms and conditions as the Parties may establish by separate agreement; provided, however, that the Agency's obligation to reimburse a Party shall apply only to the extent that Party agrees to allow the Agency to lead the joint defense (including a joint defense to an action in which the Agency is not a party), reasonably cooperates therein, and does not take a position materially adverse to the Agency; and provided further that the fee or expense (including any liability for an attorneys fees award) was incurred in connection with a claim that is part of the joint defense of the Party and the Agency. Nothing in this section limits the discretion of the Commission or State Parks to solely conduct its own defense, take the lead in its own defense, or take a position materially adverse to the Agency.

11. State Minerals Reservation. The State excepts from the conveyances of Public Trust Parcels made pursuant to Section 3.1 of this Agreement and reserves unto the State of California, its successors and assigns, forever, any and all minerals and any and all mineral rights in the lands of every kind and character now known to exist or hereafter discovered in the lands hereafter conveyed to the Agency or the City as Public Trust Parcels pursuant to this Agreement. Such mineral rights shall include, but are not limited to, oil and gas and 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 Agency or its successors or assigns.

12. Public Access and View Protection.

12.1 Transportation, Public Access and Parking Facilities.

a. Consistent with SB 792, the proposed configuration of streets and other transportation, public access and parking facilities within the Subject Area, as depicted in the facilities plan attached hereto as **Exhibit 53** ("Facilities Plan"), (a) provides access to the Public Trust Parcels and is consistent with the beneficial use of those lands, (b) provides for streets and transportation facilities located on the Public Trust Parcels that are compatible with the Public Trust and serve primarily Public Trust purposes of access to shoreline improvements and shoreline circulation, (c) maintains reasonable public pedestrian and vehicular access between the Hillside Open Space and the waterfront, and in addition, between the top of the Hillside Open Space and other areas of the city, (d) provides direct vehicular and pedestrian access from the lower portions of the Shipyard to the top of the Hillside Open Space, and (e) provides adequate parking areas adjacent to the lower portion of the Hillside Open Space that is accessible to the public to support regional and statewide use of the Hillside Open Space.

b. Subject to Section 12.3 of this Agreement, the streets and other transportation, public access and parking facilities depicted in **Exhibit 53** shall be developed consistent with the configuration shown in **Exhibit 2**. New streets to be located on Public Trust Parcels owned by the Agency shall be developed such that the portions of such streets adjacent to new development on the Trust Termination Parcels are constructed prior to or concurrently with the construction of the adjacent new development.

12.2 View Corridors. To maintain and protect view corridors so that visitors to the Hillside Open Space can enjoy substantial vistas of San Francisco Bay, the construction of new buildings within the Shipyard shall conform to the height limits set forth in **Exhibit 54** ("Height Limitations") for the corresponding development option (Stadium Option; Non-Stadium Housing Option; or Non-Stadium Housing Option with Historic Buildings Preserved) ultimately approved by the Agency and City, subject to Section 12.3 of this Agreement.

12.3 Deviations from Facilities Plan and Building Height Limits. Notwithstanding Sections 12.1 and 12.2 of this Agreement, the Agency may approve development that deviates from **Exhibit 53** and **Exhibit 54** provided that the proposed deviation is submitted to the Commission, and the Commission finds that (a) the deviation is not material or (b) notwithstanding a material deviation, the proposed development is still consistent with the applicable requirements of Section 23 of SB 792. No development inconsistent with **Exhibit 53** or **Exhibit 54** shall be approved by the Agency, nor shall the construction of any such development commence, without obtaining the required approval by the Commission in accordance with this paragraph.

13. Hilltop Parking and Access. Parking along the street segments depicted in **Exhibit 55** (“Hilltop Parking”) shall be available to the public and shall not be restricted to residential parking. To ensure that the Hilltop Parking remains accessible to the public for regional and statewide use, the Hilltop Parking shall be subject to a five (5) hour time limit between the hours of 6:00 A.M. and 8:00 P.M. The City and the Agency shall provide appropriate signage publicizing public access to the Hillside Open Space and the availability of parking accessible to the public in conjunction with the development of the Shipyard. The City shall use reasonable efforts to strictly enforce the Hilltop Parking restrictions described in this paragraph.

14. Hilltop Development. Consistent with Section 23(c)(2)(D) of SB 792, Section 5.9 of the Master Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements of Hunters Point Shipyard Phase One, dated \_\_\_\_\_, provides, inter alia, that neither the Agency, in its capacity as trustee of the Public Trust, nor State shall in any manner be liable to the owners of properties upslope of the Hillside Open Space within the Subject Area (“Hilltop Area”) for failure to provide lateral or subjacent support to those properties, or for any other liability created by virtue of the Agency’s taking title to the Hillside Open Space. To comply with Section 23(c)(2)(E) of SB 792, the Agency agrees to refrain from using funds encumbered with the Public Trust under Section 16 of SB 792 to provide a direct benefit to residential development or other uses of the nontrust portion of the Hilltop Area, or to offset or mitigate impacts caused by those uses. The Hilltop Area is depicted on **Exhibit 56** (“Illustrative Plat of Hilltop Area”).

15. Commission Findings.

15.1 As required by SB 792, and to comply with Article X, Section 3 of the California Constitution, the Commission, effective upon execution and recordation of this Agreement, makes the following findings as to the conveyances described in Section 3 of this Agreement:

a. The portions of the lands or interests in lands to be exchanged out of the Public Trust have been filled and reclaimed, are cut off from access to the waters of San Francisco Bay and are no longer in fact tidelands or submerged lands or navigable waterways, are relatively useless for Public Trust purposes, and constitute a relatively small portion of the granted lands within the City.

b. The lands or interests in lands to be impressed with the Public Trust have a monetary value equal to or greater than the monetary value of the lands or interests in lands to be exchanged out of the Trust.

c. No substantial interference with Public Trust uses and purposes, including public rights of navigation and fishing, will ensue by virtue of the Exchange.

d. The lands or interests in lands impressed with the Public Trust will provide a significant benefit to the Public Trust and are useful for the particular Trust purposes authorized by SB 792.

e. The configuration of the Public Trust Parcels upon completion of the Exchange is substantially similar to the configuration shown on the diagram in Section 25 of

SB 792, includes all lands within the Subject Area that are presently below mean high tide, and consists of lands suitable to be impressed with the Public Trust.

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

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

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

i. All surveys and legal descriptions required for the parcels in conjunction with the Exchange have been approved by the Commission.

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

k. The Exchange otherwise complies with the requirements of SB 792.

l. The Exchange is consistent with and furthers the purpose of the Public Trust and SB 792.

m. The Exchange is otherwise in the best interest of the statewide public.

15.2 The Commission makes the following additional findings with respect to the phasing of the Exchange, as required by SB 792, effective upon execution and recordation of this Agreement:

a. The findings in this Section 15.2 apply to the Initial Closing Phase and to each Subsequent Closing Phase that is in substantial conformance with the phasing requirements of Section 4.3(b). Based on the Commission's consideration of the appraisals, legal analyses, Public Trust land configuration pertaining to each of the Primary Phase Areas and Secondary Phase Areas depicted in **Exhibit 47** and **Exhibit 48**, and the applicable requirements of Section 4, the Commission has determined that the findings in this Section 15.2 apply regardless of the order in which the Subsequent Closing Phases occur.

b. After the Initial Closing Phase, and after each Subsequent Closing Phase, the cumulative monetary value of all of the lands or interests in lands that have been exchanged into the Public Trust will be equal to or greater than the cumulative monetary value of all of the lands or interests in lands that have been exchanged out of the Public Trust.

c. After the Initial Closing Phase, and after each Subsequent Closing Phase, the lands or interests in lands exchanged into the Public Trust at each phase will be configured in a way that furthers the purposes of the overall exchange, including, but not limited to, having access to streets as finally configured in the Subject Area.



16. Escrow and Closings.

16.1 Initial Closing.

a. Opening of Escrow. The Parties have agreed to open an escrow with \_\_\_\_\_ Title Company (“Escrow Agent”). As part of escrow, the Parties shall submit additional mutually agreeable escrow instructions.

b. Deposits into Escrow

i. Commission’s Deposits into Escrow. The Commission shall deposit the following documents into escrow:

- (1) A certified copy of the Minute Item for Calendar Item No. \_\_\_\_\_ of the Commission’s public hearing on \_\_\_\_\_, showing the Commission’s approval of this Agreement and the Commission’s authorization that this Agreement and the patents, quitclaims and certificates of acceptance be executed and delivered to the Escrow Agent on behalf of the Commission;
- (2) This Agreement, duly and properly executed by the Commission;
- (3) A written approval by the Commission of the condition of title to the CP State Park Site Public Trust Parcel, the Hilltop Trust Streets Public Trust Parcel, the Walker Drive Site Public Trust Parcel, the Yosemite Slough Addition Public Trust Parcel and the Parcel A Site Public Trust Parcel as shown in pro forma title commitments in coverage amounts acceptable to the Commission;
- (4) A certificate of acceptance substantially in the form attached hereto as **Exhibit 27** accepting the conveyance from State Parks of its leasehold interest held pursuant to the Commission Lease PRC 6414;
- (5) A certificate of acceptance substantially in the form attached hereto as **Exhibit 32** accepting the conveyance from the Agency of the Parcel A Site Public Trust Parcel;
- (6) A certificate of acceptance substantially in the form attached hereto as **Exhibit 40** accepting the conveyance from the Agency of the Parcel A Site Trust Termination Parcel;
- (7) A certificate of acceptance substantially in the form attached hereto as **Exhibit 33** accepting the conveyance from State Parks of the CP State Park Site Public Trust Parcel;

(8) A certificate of acceptance substantially in the form attached hereto as **Exhibit 41** accepting the conveyance from State Parks over the CP State Park Site Trust Termination Parcel;

(9) Certificates of acceptance substantially in the form attached hereto as **Exhibit 32** accepting the conveyance from the City of the City's interest in the CP State Park Site Public Trust Parcel, the Yosemite Slough Addition Public Trust Parcel, the Walker Drive Site Public Trust Parcel, and the Hilltop Trust Streets Public Trust Parcel;

(10) Certificates of acceptance substantially in the form attached hereto as **Exhibit 40** accepting the conveyance from the City of the City's interest in the CP State Park Site Trust Termination Parcel, the Yosemite Slough Addition Trust Termination Parcel, and the Non-Park Commission Land Trust Termination Parcel;

(11) Certificates of acceptance substantially in the form attached hereto as **Exhibit 40** accepting the conveyance from the Port of the Port's interest in the CP State Park Site Trust Termination Parcel and the Non-Park Commission Land Trust Termination Parcel;

(12) Certificates of acceptance substantially in the form attached hereto as **Exhibit 32** accepting the conveyance from the Port of the Port's interest in the CP State Park Site Public Trust Parcel, and the Walker Drive Site Public Trust Parcel;

(13) A patent substantially in the form attached hereto as **Exhibit 42** transferring to the Agency the Parcel A Site Trust Termination Parcel, the Non-Park Commission Land Trust Termination Parcel, and the Yosemite Slough Addition Trust Termination Parcel, free of the Trust, duly and properly executed;

(14) A patent substantially in the form attached hereto as **Exhibit 34** transferring to the Agency the Parcel A Site Public Trust Parcel, the Walker Drive Site Public Trust Parcel, and the Yosemite Slough Addition Public Trust Parcel, duly and properly executed;

(15) A patent substantially in the form attached hereto as **Exhibit 36** transferring to the City the Hilltop Trust Streets Public Trust Parcel, duly and properly executed;

(16) An quitclaim deed in the form attached hereto as **Exhibit 44** transferring to State Parks CP State Park Site Trust Termination Parcel, duly and properly executed; and

(17) A duly and properly executed copy of a Lease of the CP State Park Site Public Trust Parcel to State Parks substantially in the form of **Exhibit 37**.

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

(1) Written approval of State Parks' authority to consummate the transactions provided in the Agreement, as documented by the Director of State Parks;

(2) This Agreement, duly and properly executed by State Parks;

(3) A written approval by State Parks of the condition of title to the CP State Park Site Public Trust Parcel and the CP State Park Site Trust Termination Parcel, as shown in pro forma title commitments in coverage amounts acceptable to State Parks;

(4) A quitclaim deed conveying the State Parks leasehold interest held pursuant to the Commission Lease PRC 6414, substantially in the form of **Exhibit 26**, duly and properly executed;

(5) A quitclaim deed conveying the CP State Park Site Trust Termination Parcel from State Parks to the Commission, substantially in the form of **Exhibit 39**, duly and properly executed;

(6) A quitclaim deed conveying the CP State Park Site Public Trust Parcel from State Parks to the Commission, substantially in the form of **Exhibit 31**, duly and properly executed; and

(7) A certificate of acceptance substantially in the form attached hereto as **Exhibit 46** accepting the conveyance from the Commission to State Parks of the CP State Park Site Trust Termination Parcel.

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

(1) A certified copy of Agency Resolution \_\_\_\_\_ adopted on June 3, 2010, approving this Agreement and authorizing that it be executed on behalf of the Agency;

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

(3) Written approval by the Agency of the condition of title to the Parcel A Site Public Trust Parcel and the Parcel A Site Trust Termination Parcel, as shown in pro forma title commitments in coverage amounts acceptable to the Agency;

(4) Quitclaim deeds from the Agency, substantially in the form attached hereto as **Exhibit 28**, transferring to the Commission all of the Agency's right, title and interest in the Parcel A Site Trust Termination Parcel and Parcel A Site Public Trust Parcel, duly and properly executed by the Agency;

(5) Certificates of acceptance from the Agency, substantially in the form attached hereto as **Exhibit 38**, accepting the conveyance from the Commission of the Parcel A Site Public Trust Parcel, the Yosemite Slough Addition Public Trust Parcel, and the Walker Drive Site Public Trust Parcel; and

(6) Certificates of acceptance from the Agency, substantially in the form attached hereto as **Exhibit 45**, accepting the conveyance from the Commission of the Parcel A Site Trust Termination Parcel, the Yosemite Slough Addition Trust Termination Parcel, and the Non-Park Commission Land Trust Termination Parcel.

iv. City Deposits into Escrow. The City shall deposit the following documents into escrow:

(1) A certified copy of Board of Supervisors Resolution \_\_\_\_\_ adopted on \_\_\_\_\_, approving this Agreement and authorizing that it be executed on behalf of the City;

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

(3) Written approval by the City of the condition of title to the Hilltop Trust Streets Public Trust Parcel, as shown in pro forma title commitments in coverage amounts acceptable to the City;

(4) Quitclaim deeds from the City, substantially in the form attached hereto as **Exhibit 29**, conveying to the Commission all of the City's right, title and interest in the CP State Park Site Trust Termination Parcel, the CP State Park Site Public Trust Parcel, and the Non-Park Commission Land Trust Termination Parcel, duly and properly executed by the City;

(5) Quitclaim deeds from the City, substantially in the form attached hereto as **Exhibit 28**, conveying to the Commission all of the City's right, title and interest in the Hilltop Trust Streets Public Trust Parcel, the Yosemite Slough Addition Public Trust Parcel,

the Yosemite Slough Addition Trust Termination Parcel and the Walker Drive Site Public Trust Parcel, duly and properly executed by the City; and

(6) A certificate of acceptance from the City, substantially in the form attached hereto as **Exhibit 38**, accepting the conveyance from the Commission of the Hilltop Trust Streets Public Trust Parcel.

v. Port Deposits into Escrow. The Port shall deposit the following documents into escrow:

(1) A certified copy of Port Commission Resolution \_\_\_\_\_ adopted on June 8, 2010, approving this Agreement and authorizing that it be executed on behalf of the Port;

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

(3) Quitclaim deeds from the Port, substantially in the form attached hereto as **Exhibit 29**, conveying to the Commission all of the Port's right, title and interest in the CP State Park Site Trust Termination Parcel, the CP State Park Site Public Trust Parcel, and the Non-Park Commission Land Trust Termination Parcel, duly and properly executed by the Port; and

(4) A quitclaim deed from the Port, substantially in the form attached hereto as **Exhibit 30**, conveying to the Commission all of the Port's right, title and interest in the Walker Drive Site Public Trust Parcel, duly and properly executed by the Port.

c. Close of Escrow and Recordation. For each closing, upon receipt of all documents listed and described in Section 16.1(c) above, pertaining to the deposits into escrow, Escrow Agent shall notify the Parties of its intention to close escrow and to record this Agreement, if not already recorded, and all deeds, patents, leases and other instruments pertaining to that closing, in the manner and subject to the requirements of escrow instructions submitted to the Escrow Agent by the Parties and agreed to by the Escrow Agent.

## 16.2 Subsequent Closing Phases

### a. Subsequent Closing Phase Procedures

i. Initiation of Subsequent Closing Phase; Escrow. Subsequent Closing Phases will be initiated by the Agency. The Agency shall initiate a Subsequent Closing Phase by establishing an escrow in San Francisco with a title company agreed upon by the Parties and providing written notice to the other Parties. The notice shall include draft legal descriptions for the lands to be conveyed in the Subsequent Closing Phase, a list of all documents required to close with required signatories indicated, and drafts of all deeds,

instruments, certificates of acceptance, title commitments, and other documents that are required for the closing and are within the Agency's responsibility and control. The parties shall use commercially reasonable efforts to close within one hundred and twenty (120) days of receipt of the notice.

ii. Legal Descriptions. The Parties shall reasonably cooperate to obtain mutually acceptable legal descriptions for the parcels subject to each Subsequent Closing Phase. It is a condition precedent to a Party's obligation to close escrow for the conveyance or acceptance of real property by that Party that the other Party or Parties conveying or accepting the real property in the subsequent closing have agreed on the legal description for the real property, and that the Commission has approved the legal description in accordance with Section 4.3(c).

iii. Escrow Deposits. The Parties involved in a subsequent closing shall deposit into escrow documents substantially similar to those described in Section 16.1(c) of this Agreement, subject to any supplemental joint escrow instructions agreed to in writing by the Parties. In addition, for any subsequent closing for which additional Commission approval is required by this Agreement, the Commission shall deposit a certified copy of the minute item reflecting the required approval.

17. Conditions Precedent to Closing.

17.1 Agency Conditions Precedent. The following are conditions precedent to the Agency's obligation to close escrow for the conveyance of real property from the Agency to the Commission under this Agreement:

a. Agency Fee Title. The Agency shall have acquired fee title to all of that portion of the real property to be conveyed by the Agency at the closing, including but not limited to real property that is presently owned by the United States or by City Rec/Park. Nothing in this Agreement shall be construed as creating an obligation on the part of the Agency to acquire or accept real property from any third party fee owners, including but not limited to the United States or City Rec/Park.

b. 49ers Lease Termination. With respect to real property within the Old Stadium Development Site or Park Addition only, the 49ers Lease shall have terminated or expired, and the 49ers shall have vacated the Old Stadium Development Site and Park Addition premises. Nothing in this Agreement shall be construed as creating an obligation on the part of the City, acting by or through City Rec/Park or otherwise, or the Agency to terminate, enforce, or decline to renew the 49ers Lease, or to cause the same to occur.

17.2 Commission's Conditions Precedent. The following are conditions precedent to the obligation of the Commission to close escrow for the conveyance of real property from the Commission to Agency under this Agreement:

a. Commission Approval. The Commission shall have approved the subsequent closing, including the legal descriptions for the deeds associated therewith, in accordance with Section 4.3(c).

b. Hazardous Materials Remediation. With respect to the Shipyard Site Public Trust Parcel only, the Commission shall have made a finding that one of the following has occurred with respect to the real property to be conveyed at the closing:

(a) all remedial action necessary to protect human health and the environment with respect to the hazardous substances on the land has been completed as determined by the United States Environmental Protection Agency, the California Department of Toxic Substances Control, and the Regional Water Quality Control Board, pursuant to the Federal Facilities Agreement for the shipyard dated January 22, 1992, as amended, and the United States has provided a warranty for the lands in accordance with Section 9620(h)(3)(A) of Title 42 of the United States Code; or

(b) the United States has obtained a warranty deferral for the lands, approved by the Governor in accordance with Section 9620(h)(3)(C) of Title 42 of the United States Code, and the Commission has made a finding that sufficient liability measures and implementation measures will be in place upon the completion of the exchange.

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

a. Title Condition. Each Party to receive title to real property under this Agreement (except the Commission if the property is a Trust Termination Parcel) shall have approved for the property to be received the condition of title and the form of title insurance to be issued by the Title Company, in amount of coverage reasonably requested, which approval shall not be unreasonably withheld. Approval of the condition of title shall not be withheld due to the existence, as of the effective date of this Agreement, of sewer or other utility easements, public rights of way, or private access or other rights or interests of private adjoining.

b. Physical Condition. Each party to receive title to real property under this Agreement (except the Commission if the property is a Trust Termination Parcel) shall have approved the physical condition of the property to be received, which approval shall not be unreasonably withheld.

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

19. Hazardous Materials Indemnification.

19.1 The Agency shall indemnify, defend and hold harmless the Commission, its officers, agencies, commissions, and employees from and against any and all claims, liability, losses, costs and expenses (collectively “claims”), including third party claims and claims by any governmental agency (other than the State, acting through the Commission), relating to any hazardous materials that, as of the date of a Closing Phase under this Agreement, are located at, on, over, under, or flowing through any Public Trust Parcel (other than the CP State Park Site Public Trust Parcel) to be conveyed in the Closing Phase (collectively “Covered Trust Lands”), provided, however, that the obligation to indemnify under this Section shall not apply to the extent that (i) the hazardous materials were present on the Covered Trust Lands during any period (prior to the Closing Phase) in which the State owned the fee in the Covered Trust Lands, or (ii) the State or its agents released, generated, treated, stored, used, disposed of, deposited, abandoned or exacerbated the hazardous materials affecting the Covered Trust Lands. The Agency and the Commission agree that if the Commission is a named insured in a pollution liability insurance policy obtained by the Agency, the obligation to indemnify the Commission under this Section shall not become effective unless and until any proceeds from the policy are exhausted. The Agency and Commission further agree to reasonably cooperate to seek any and all available remedies against the United States in connection with the warranties and indemnities described in Section 9, and that the obligation to indemnify the Commission under this Section shall not become effective unless and until all such remedies have been exhausted. If any portion of the Covered Trust Lands are acquired in trust by the City, the City shall assume the rights and obligations of the Agency under this Section as to the lands acquired. The obligation to indemnify under this Section shall terminate on the later of January 1, 2040, and 15 years following the date of the Closing Phase that pertains to that parcel; provided, however, that the obligation shall not terminate as to Claims asserted in an action filed prior to the termination date.

19.2 A Party holding title to property within the Subject Area (“Owner”) shall permit any other Party to which the property is to be conveyed (“Recipient”) to enter upon the property, upon reasonable notice and subject to reasonable time and manner conditions, for the purpose of conducting such investigations of the physical condition of the property as the Recipient deems necessary to satisfy itself as to the matters described in Section 17.3(b) in preparation for a closing. Upon the request of a Recipient, an Owner provide or make available to the Recipient any existing environmental reports, including any Phase I Environmental Site Assessments, relating to the property to be conveyed by Owner. An Owner shall accommodate a reasonable request by a Recipient for additional invasive testing, including but not limited to soil or groundwater sampling, subject to Owner’s approval of testing plans and procedures, which shall not be unreasonably withheld, and further subject to mutual agreement of the Owner and Recipient regarding responsibility for the costs of such additional testing. No entry by a Recipient shall unreasonably interfere with the use of the property by Owner or its tenants, easement holders, licensees, or permittees.

20. Judicial Confirmation of Validity of Agreement and Settlement. An action may be brought under Chapter 4 (commencing with Section 760.010) of Title 10 of Part 2 of the Code of Civil Procedure to establish title to any lands conveyed pursuant to this Agreement, or by the



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

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

22. Impacts of Sea Level Rise.

22.1 The boundaries established and conveyances made pursuant to this Agreement are intended to be fixed and not subject to change by erosion, accretion, reliction or submergence whether due to natural or artificial causes. However, should lands freed of the Public Trust become inundated from waters of the San Francisco Bay or the Pacific Ocean, whether due to either erosion or sea level rise that results in the land being submerged or subject to the ebb and flow of the tide below the elevation of mean high water, the lands for so long as such conditions exist will be subject to the Public Trust easement. Nothing in this section limits the rights of any Party pursuant to Civil Code Section 1015.

22.2 Nothing in this Agreement obligates State Parks or the Commission to protect or cause to be protected any privately held uplands, including, but not limited to, constructing or causing to be constructed any protective structures that benefit any privately held uplands. Further, neither the Agency, in its capacity as trustee of the Public Trust, State Parks, nor the Commission shall in any manner be liable to the owners of upland properties within the Subject Area for failure to provide protection against sea level rise.

22.3 Nothing in this Section 22 is intended to increase or diminish the rights of any Party under existing law, including without limitation, the rights of any Party to undertake protective measures to maintain the boundaries at the locations established pursuant to this Agreement.

23. Agreement Not to Encumber. Except 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 Public Trust Parcels or the Trust Termination Parcels prior to the consummation of the transfers provided for herein with respect to such lands.

24. Transfer of Public Trust Streets. In accordance with Section 18 of SB 792, the Commission approves and authorizes the transfer from the Agency to the City of the fee title in any portion of the Public Trust Parcels that has been conveyed to the Agency pursuant to this Agreement and that has been or will be dedicated as a public street, to be held by the City subject to the Public Trust and the Statutory Trust.

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

26. 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.

27. Execution Before a Notary Public. All signatures of the Parties to this Agreement and all deeds and other conveyances executed pursuant to this Agreement shall be acknowledged before a Notary Public and a certificate of acknowledgment shall be attached to the executed Agreement and other documents to allow them to be recorded in the Office of the Recorder of the City and County of San Francisco, California. The Governor's signature shall be attested to by the Secretary of State.

28. 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 Public Trust Parcels and Trust Termination Parcels.

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

30. 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 Subject Area.

31. No Determination of Trust Consistency. Nothing in this Agreement shall be construed as a determination by the Commission regarding the Public Trust consistency of any use of the Public Trust Parcels.

32. LWCF Replacement Commitment. The Parties agree and confirm that State Parks is solely responsible for complying with the LWCF Replacement Commitment with respect to all state-owned lands (including any Public Trust lands) that are subject thereto, and that State Parks shall retain that sole responsibility notwithstanding any transfer to the Commission of lands subject to the LWCF Replacement Commitment.

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

34. Modification or Amendment. Except as expressly provided in this Agreement, no modification, amendment, or alteration of this Agreement shall be valid unless in writing and signed by the Commission, the Agency, and each other Party whose rights or obligations under this Agreement would be affected by the amendment.

35. 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.

36. Notice. Any notice required pursuant to this Agreement shall be in writing and given by delivering the notice in person, by commercial courier, or by sending it by registered or certified mail, or overnight mail, return receipt requested, with postage to the addresses shown below or to such other address as the applicable Party may provide. For the convenience of the Parties, notice also may be given by facsimile in addition to one of the above methods, at the numbers listed below:

**Commission:**

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

**With copies to:**

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

**State Parks:**

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

**With copies to:**

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

**Agency:**

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

**With copies to:**

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

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

**City:**

Office of Economic and Workforce Development  
City Hall, Rm. 448  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102  
Attn: Director

**With copies to:**

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

**Port:**

Port of San Francisco  
Pier 1, The Embarcadero  
San Francisco, CA 94111  
Attention: Executive Director

**With copies to:**

Port of San Francisco  
Pier 1, The Embarcadero  
San Francisco, CA 94111  
Attention: General Counsel

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

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

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

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

37.4 If the Party is the City: by the City's Director of Real Estate.

37.5 If the Party is the Port: by Port's Executive Director.

38. 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 the error by mutual agreement may correct such error by memorandum executed by them without the necessity of amendment of this Agreement.

39. Effective Date. This Agreement shall become effective on the date on which it is executed by the Governor, who shall be the last Party to execute the Agreement. For purposes of Section 764.080 of the Code of Civil Procedure, this Agreement is deemed to be entered into on the date it is executed by the Executive Officer of the Commission.

40. Exhibits. **Exhibit 1** through **Exhibit 59** are attached to this Agreement and are incorporated by reference as parts of it.

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

STATE OF CALIFORNIA  
STATE LANDS COMMISSION

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

By: \_\_\_\_\_  
Executive Officer

Approved as to form:

Attorney General  
State of California

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

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

Joseph C. Rusconi  
Deputy Attorney General

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND  
RECREATION

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

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

Ruth Coleman  
Director

Approved as to form:

Edmund G. Brown, Jr.  
Attorney General  
State of California

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

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

Ellyn S. Levinson  
Deputy Attorney General

CITY AND COUNTY OF SAN  
FRANCISCO, a municipal corporation,  
acting by and through its Board of  
Supervisors

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

By: \_\_\_\_\_  
Gavin Newsom  
Mayor

Approved as to form:

Dennis Herrera  
City Attorney  
City and County of San Francisco

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

By: \_\_\_\_\_  
Charles Sullivan  
Deputy City Attorney

CITY AND COUNTY OF SAN  
FRANCISCO, a municipal corporation,  
acting by and through its Port Commission

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

By: \_\_\_\_\_  
Monique Moyer  
Executive Director

Approved as to form:

Dennis Herrera  
City Attorney  
City and County of San Francisco

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

By: \_\_\_\_\_  
Robert Bryan  
Port General Counsel

REDEVELOPMENT AGENCY of the

CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic

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

By: \_\_\_\_\_  
Fred Blackwell  
Executive Director

Approved as to form:

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

By: \_\_\_\_\_  
James Morales  
Agency Counsel

IN APPROVAL WHEREOF, I,  
\_\_\_\_\_, Governor of the State of California, have set my hand and caused the Seal of the State of California to be hereunto affixed, pursuant to section 6107 of the Public Resources Code of the State of California, this \_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_

Governor



Attest:

SECRETARY OF STATE

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

Debra Bowen  
Secretary of State

DRAFT

**LIST OF EXHIBITS**

<b>Exhibit number</b>	<b>Name/Description</b>
1	Legal Description of Subject Area
2	Illustrative Plat of Subject Area.
3	Illustrative Plat of Exchange Areas
4	Illustrative Plat of Shipyard Site Public Trust Parcel.
5	Illustrative Plat of Parcel A Site Public Trust Parcel
6	Illustrative Plat of Hilltop Trust Streets Public Trust Parcel.
7	Illustrative Plat of CP State Park Site Public Trust Parcel.
8	Illustrative Plat of Walker Drive Site Public Trust Parcel.
9	Illustrative Plat of Old Stadium Development Site Public Trust Parcel.
10	Illustrative Plat of Park Addition Public Trust Parcel.
11	Illustrative Plat of Port Site Public Trust Parcel.
12	Illustrative Plat of Shipyard Site Trust Termination Parcel.
13	Illustrative Plat of Parcel A Site Trust Termination Parcel.
14	Illustrative Plat of CP State Park Site Trust Termination Parcel.

15	Illustrative Plat of Non-Park Commission Land Trust Termination Parcel.
16	Illustrative Plat of Old Stadium Development Site Trust Termination Parcel.
17	Illustrative Plat of Park Addition Trust Termination Parcel.
18	Illustrative Plat of Port Site Trust Termination Parcel.
19	Legal Description and Illustrative Plat of State Parks' Leasehold Interest in CPSRA
20	Legal Description of Alice Griffith Site
21	Legal Description of Hunters Point Submerged Lands.
22	Illustrative Plat of Initial Closing Phase Areas
23	Legal Description of Public Trust Parcels for Initial Closing Phase
24	Legal Description of Trust Termination Parcels for Initial Closing Phase
25	Legal Description and Illustrative Plat of Agreed Ordinary High Water Mark
26	Form of Lease Quitclaim Deed from State Parks to Commission of State Parks Leasehold Interest
27	Form of Commission's Certificate of Acceptance of State Parks' Lease Quitclaim Deed
28	Form of Quitclaim Deed from Agency/City to Commission

29	Form of Quitclaim Deed from City/Port to Commission of CP State Park Site and Non-Park Commission Land parcels
30	Form of Quitclaim Deed from Port to Commission
31	Form of Quitclaim Deed from State Parks to Commission of CP State Park Site Public Trust Parcel
32	Form of Commission's Certificate of Acceptance of Agency/City/Port Public Trust Parcels
33	Form of Commission's Certificate of Acceptance of State Park Site Public Trust Parcel
34	Form of Patent from Commission to Agency of Public Trust Parcels
35	Form of Patent from Commission to Agency of Old Stadium Development Site/Park Addition Public Trust Parcels
36	Form of Patent from Commission to City of Hilltop Trust Streets Public Trust Parcel
37	Form of Lease from Commission to State Parks
38	Form of Agency/City Certificate of Acceptance of Public Trust Parcels
39	Form of Quitclaim Deed from State Parks to Commission of CP State Park Site Trust Termination Parcel
40	Form of Commission's Certificate of Acceptance of Agency/City/Port Trust Termination Parcels
41	Form of Commission's Certificate of Acceptance of CP

	State Park Site Trust Termination Parcel
42	Form of Patent and Trust Termination from Commission to Agency of Trust Termination Parcels
43	Form of Patent and Trust Termination from Commission to Agency of Old Stadium Development Site/Park Addition Trust Termination Parcels
44	Form of Quitclaim and Trust Termination from Commission to State Parks of CP State Park Site Trust Termination Parcel
45	Form of Agency's Certificate of Acceptance of Trust Termination Parcels
46	Form of State Parks' Certificate of Acceptance of CP State Park Site/Navy ROW Trust Termination Parcel
47	Illustrative Plat of Primary Phase Areas
48	Illustrative Plat of Secondary Phase Areas,
49	Associated Phases for Secondary Phase Areas
50	Illustrative Plat of Navy ROW Trust Termination Parcel
51	Illustrative Plat of Private Parcels within Harney Way ROW
52	Illustrative Plat of Private Parcels within Port Site Area
53	Facilities Plan
54	Height Limitations

55	Hilltop Parking
56	Illustrative Plat of Hilltop Area
57	Illustrative Plat of Yosemite Slough Addition Public Trust Parcel
58	Illustrative Plat of Yosemite Slough Addition Trust Termination Parcel
59	Form of Harney Way Lease
60	List of Defined Terms

\\Smw01\vol1\_data\SFRA\HPPT\Exchange Agreement Drafts\HPS CP Trust Exchange Agreement (11-16-10 Park Findings draft).doc

**Exhibit 1**  
**Legal Description**  
Subject Area






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

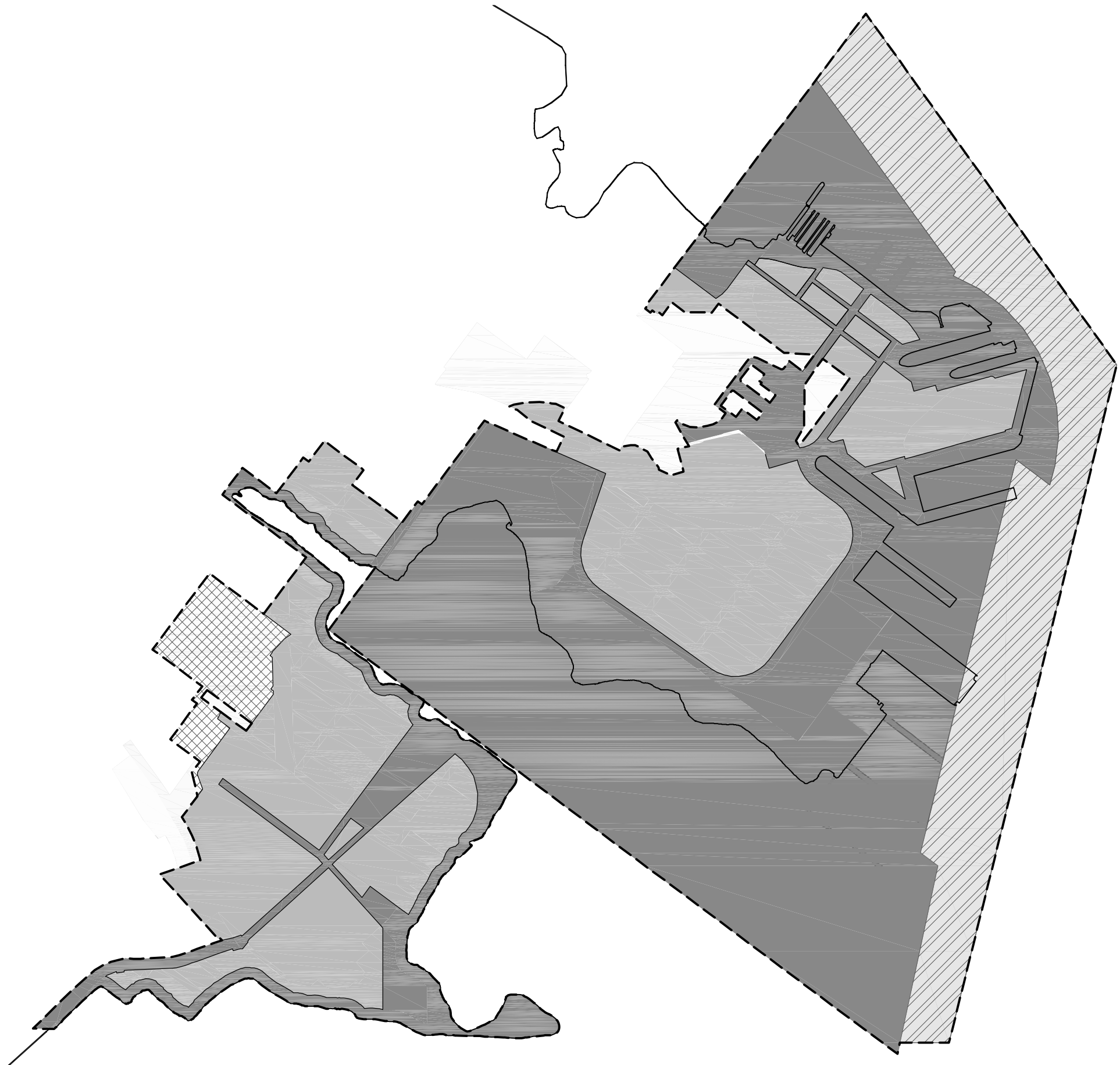
**[description to be inserted following survey]**

P:\SFRA\HPPT\Exch Agrmt Exhibits\10 27 10 Drafts\Exh 01 Legal Desc- Subject Area.doc

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**ILLUSTRATIVE PLAT OF  
SUBJECT AREA**

-  SUBJECT AREA
-  TRUST TERMINATION PARCELS
-  PUBLIC TRUST PARCELS
-  ALICE GRIFFITH PARCELS
-  HUNTERS POINT SUBMERGED LANDS



0 600 1200

BMS DESIGN GROUP





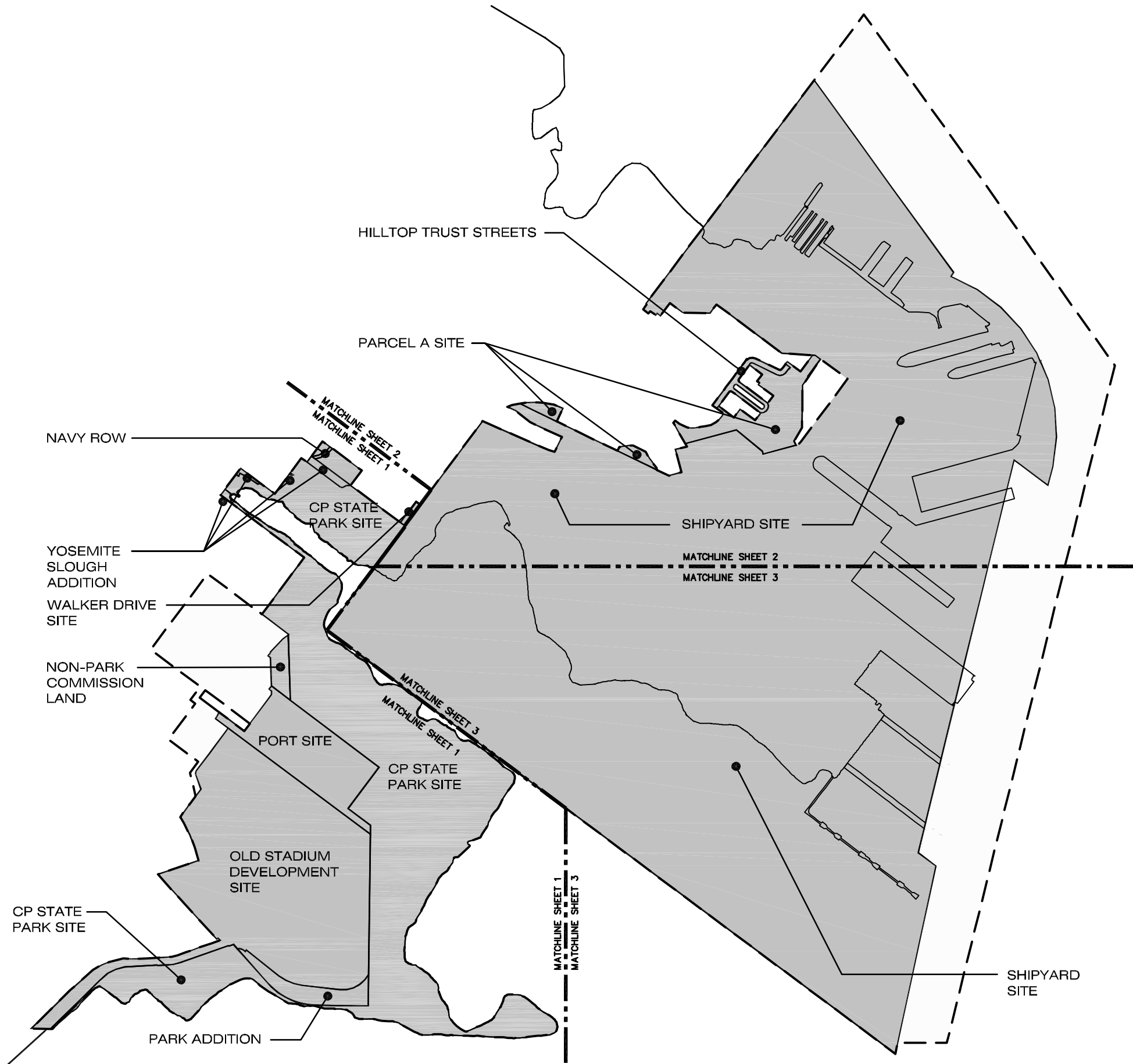
07/07/2010



HUNTERS POINT SHIPYARD/ CANDLESTICK POINT PROJECT

**ILLUSTRATIVE PLAT OF EXCHANGE AREAS:  
SHEET 1 OF 4**

-  SUBJECT AREA
-  EXCHANGE AREAS





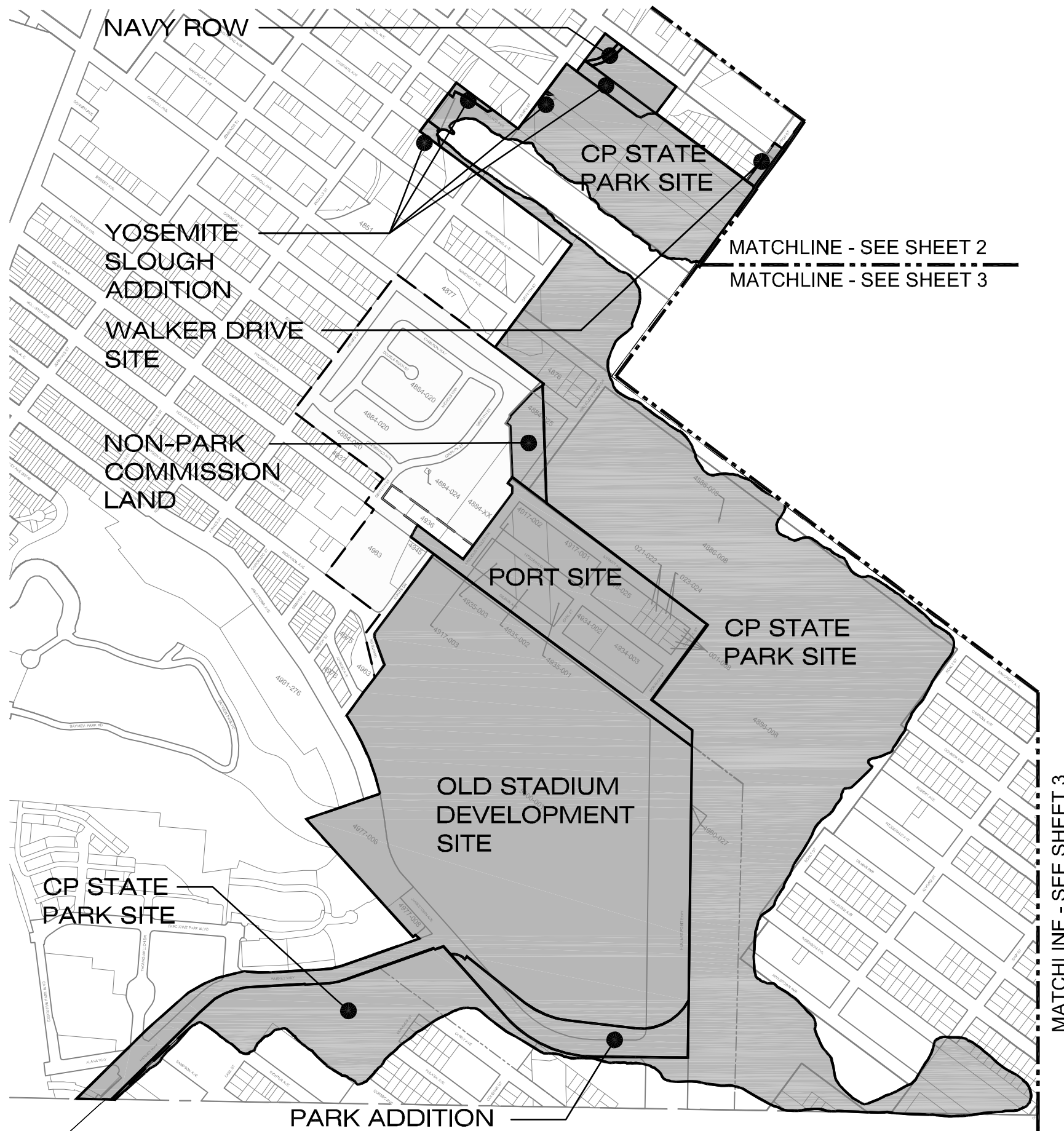
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BMS DESIGN GROUP

07/14/2010

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT PROJECT  
**ILLUSTRATIVE PLAT OF EXCHANGE AREAS:  
 SHEET 2 OF 4**

-  SUBJECT AREA
-  EXCHANGE AREAS



0 350 700


BMS DESIGN GROUP



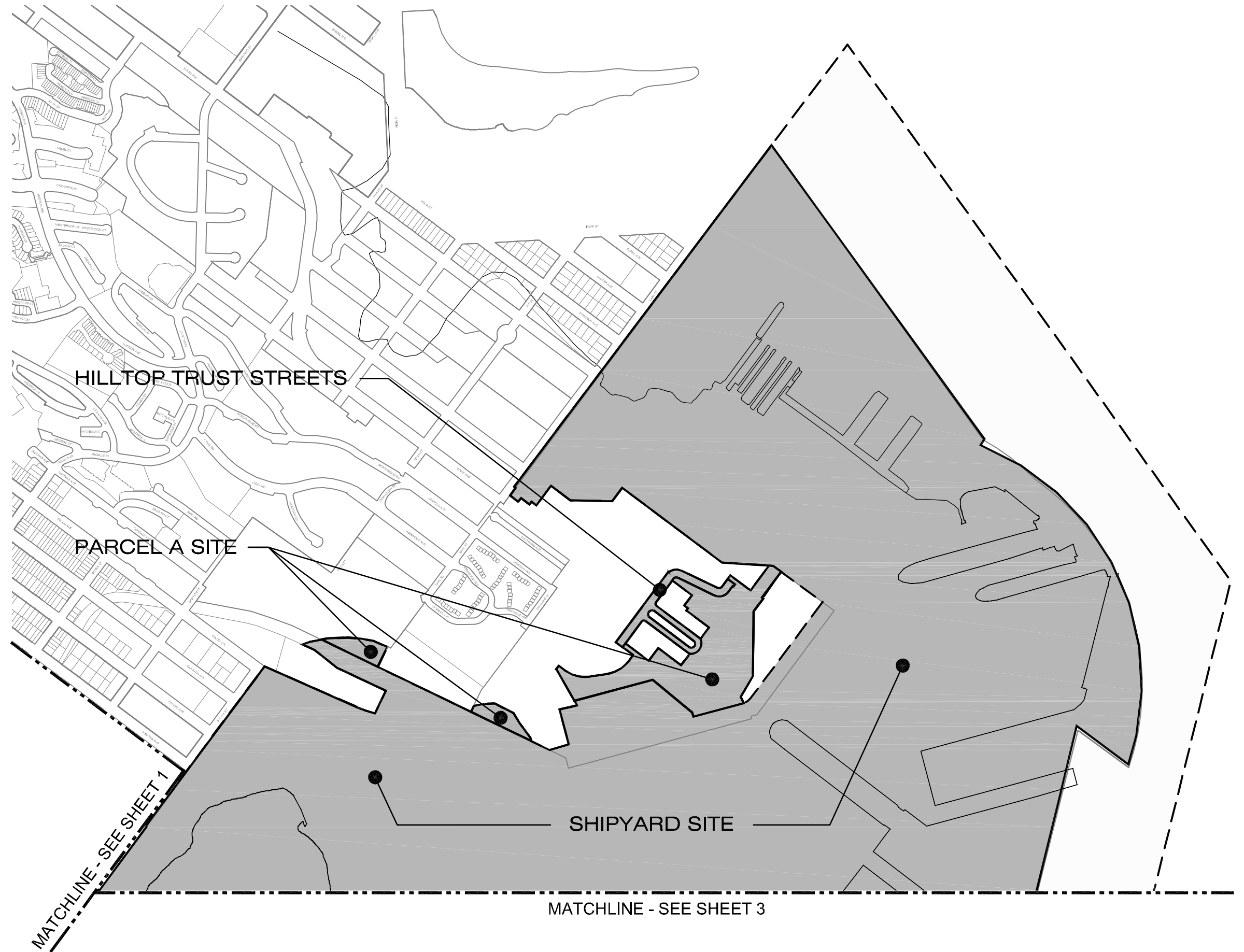
07/14/2010

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**ILLUSTRATIVE PLAT OF  
EXCHANGE AREAS:  
SHEET 3 OF 4**

 SUBJECT AREA

 EXCHANGE AREAS





0 350 700

BMS DESIGN GROUP

07/14/2010

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**ILLUSTRATIVE PLAT OF  
EXCHANGE AREAS:  
SHEET 4 OF 4**

-  SUBJECT AREA
-  EXCHANGE AREAS




0 350 700



HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**ILLUSTRATIVE PLAT OF  
SHIPYARD SITE  
PUBLIC TRUST PARCEL**

 SUBJECT AREA

 SHIPYARD SITE PUBLIC TRUST PARCEL




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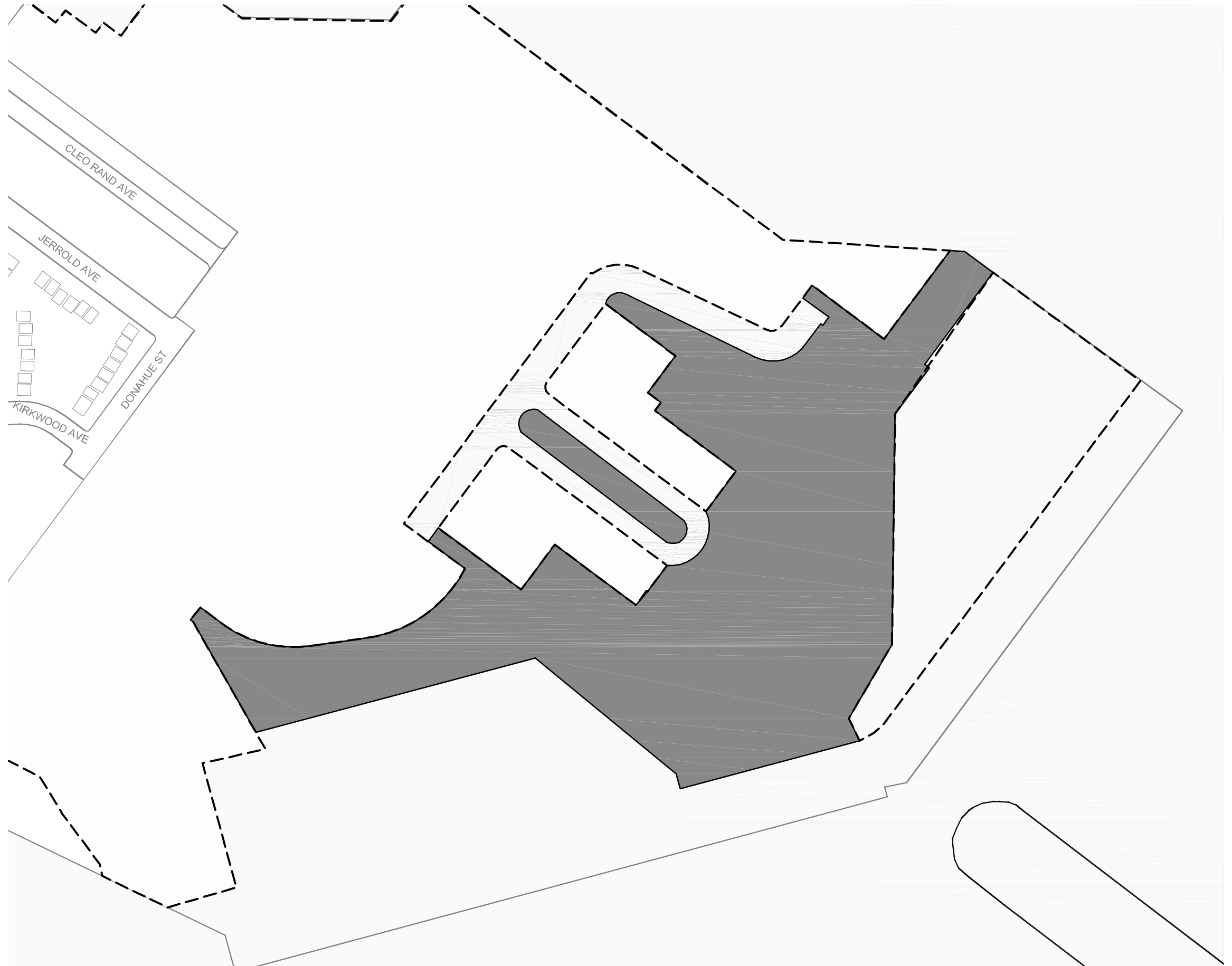
BMS DESIGN GROUP

07/13/2010

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT  
**ILLUSTRATIVE PLAT OF  
PARCEL A SITE  
PUBLIC TRUST PARCEL**

 SUBJECT AREA

 PARCEL A SITE PUBLIC TRUST PARCEL



0 100 200


BMS DESIGN GROUP



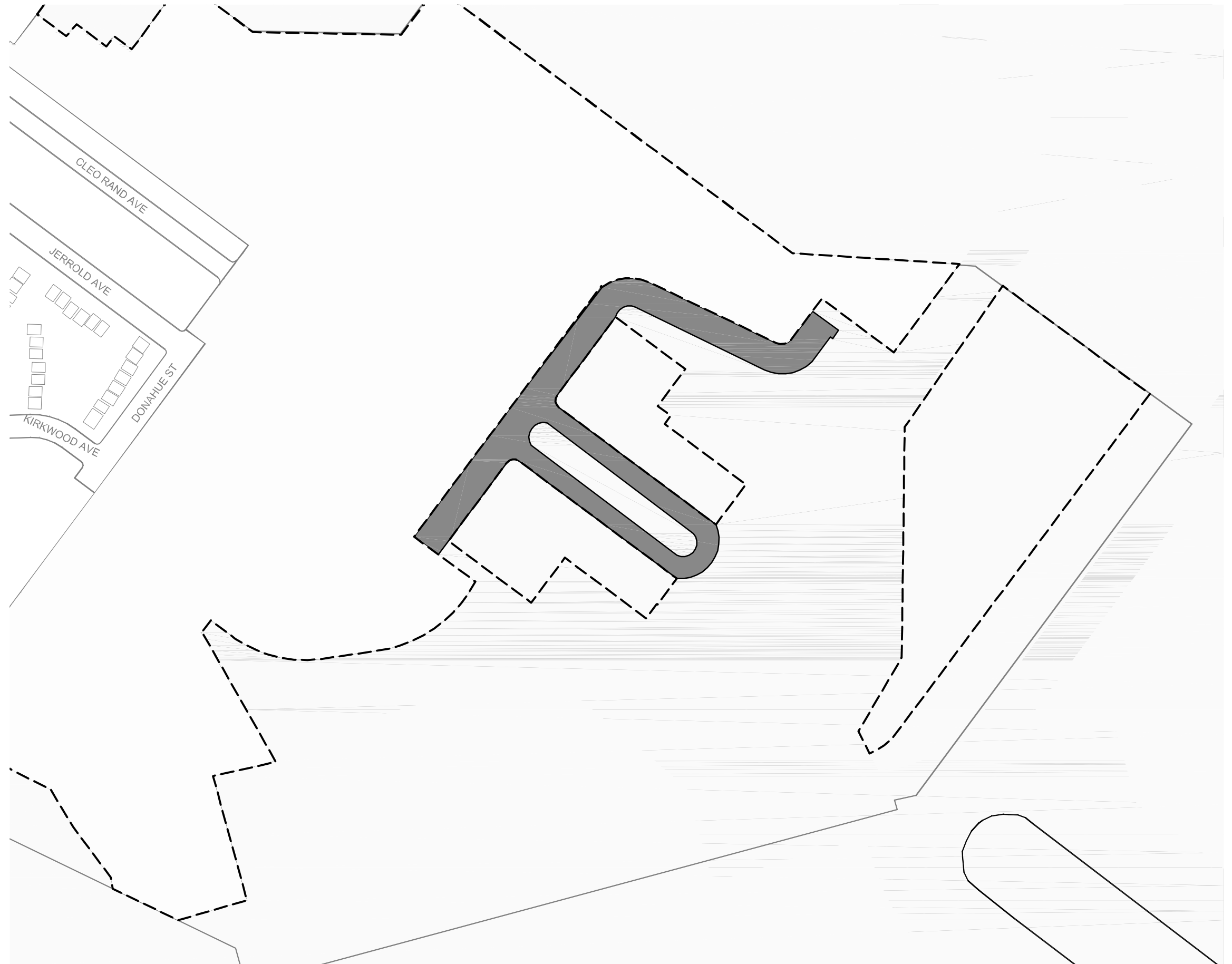
07/07/2010

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**ILLUSTRATIVE PLAT OF  
HILLTOP TRUST STREETS  
PUBLIC TRUST PARCEL**


 SUBJECT AREA

 HILLTOP TRUST STREETS PUBLIC TRUST PARCEL



0 100 200

BMS DESIGN GROUP


  
07/07/2010





HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**ILLUSTRATIVE PLAT OF  
WALKER DRIVE SITE  
PUBLIC TRUST PARCEL**

 SUBJECT AREA


 WALKER DRIVE SITE PUBLIC TRUST PARCEL





HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**ILLUSTRATIVE PLAT OF  
PARK ADDITION  
PUBLIC TRUST PARCEL**

 SUBJECT AREA

 PARK ADDITION PUBLIC TRUST PARCEL





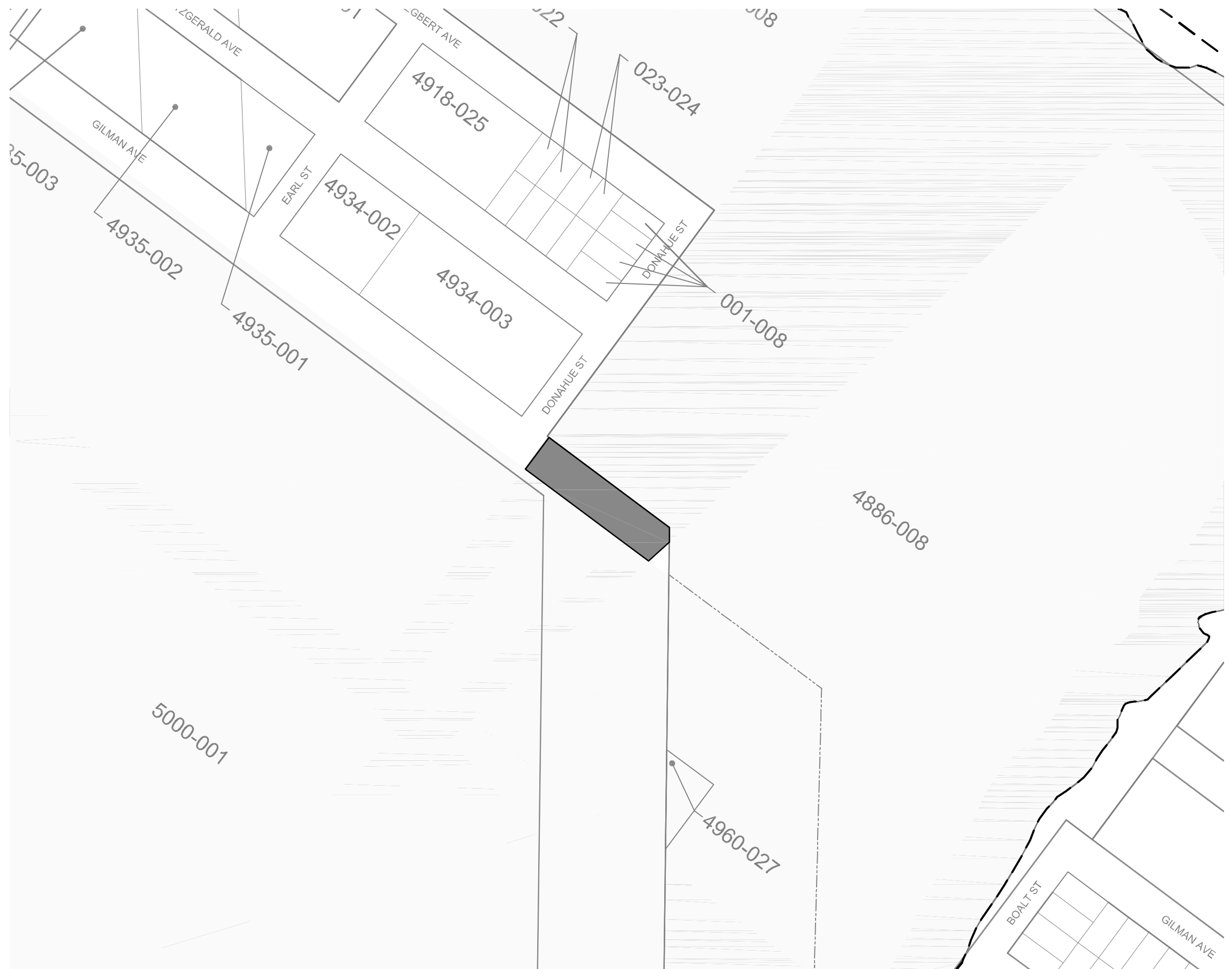
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BMS DESIGN GROUP

07/13/2010


HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT  
**ILLUSTRATIVE PLAT OF  
PORT SITE  
PUBLIC TRUST PARCEL**

-  SUBJECT AREA
-  PORT SITE PUBLIC TRUST PARCEL



HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**ILLUSTRATIVE PLAT OF  
SHIPYARD SITE  
TRUST TERMINATION PARCEL**

 SUBJECT AREA

 SHIPYARD SITE TRUST TERMINATION PARCEL




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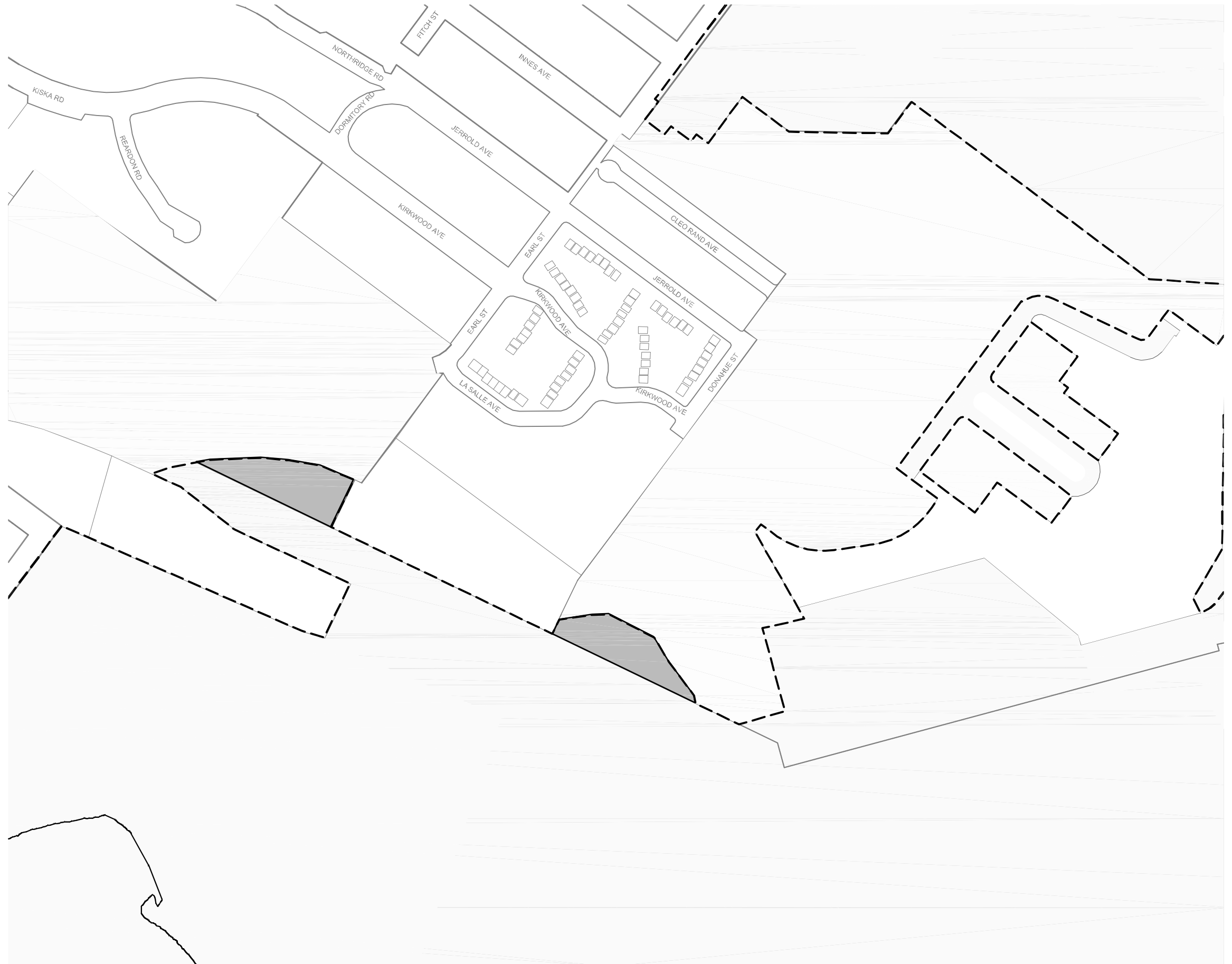
07/13/2010

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**ILLUSTRATIVE PLAT OF  
PARCEL A SITE  
TRUST TERMINATION PARCEL**


 SUBJECT AREA

 PARCEL A SITE TRUST TERMINATION PARCEL



0 150 300

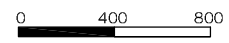
BMS DESIGN GROUP

  
07/07/2010

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

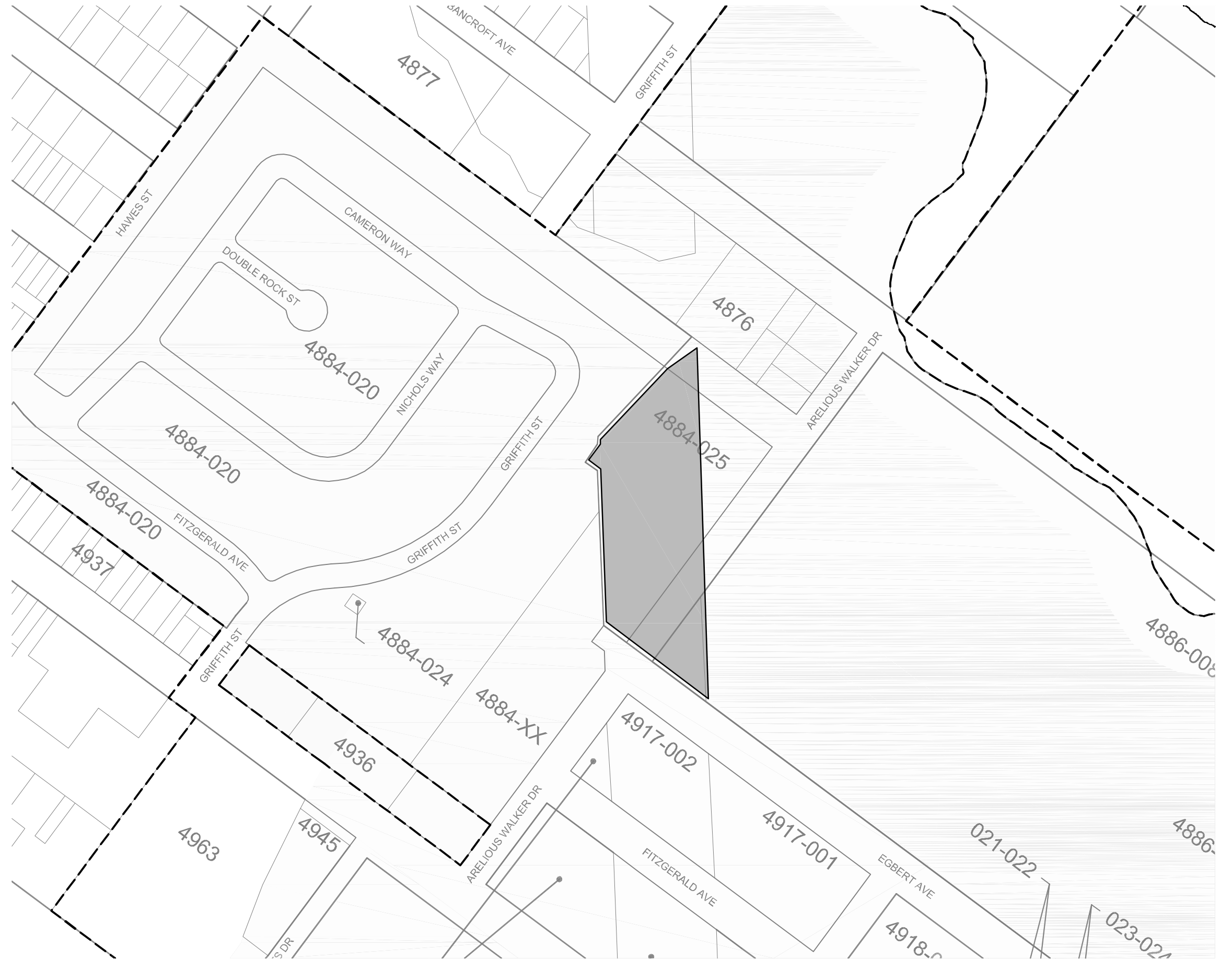
**ILLUSTRATIVE PLAT OF  
CP STATE PARK SITE  
TRUST TERMINATION PARCEL**

-  SUBJECT AREA
-  CP STATE PARK SITE TRUST TERMINATION PARCEL



HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT  
**ILLUSTRATIVE PLAT OF  
NON-PARK COMMISSION LAND  
TRUST TERMINATION PARCEL**

-  SUBJECT AREA
-  NON-PARK COMMISSION LAND  
TRUST TERMINATION PARCEL



0 100 200

BMS DESIGN GROUP




07/07/2010





HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**ILLUSTRATIVE PLAT OF  
PARK ADDITION  
TRUST TERMINATION PARCEL**

 SUBJECT AREA

 PARK ADDITION TRUST TERMINATION PARCEL





0 100 200

BMS DESIGN GROUP

07/13/2010

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT PROJECT

**ILLUSTRATIVE PLAT OF  
PORT SITE  
TRUST TERMINATION PARCEL**

-  SUBJECT AREA
-  PORT SITE TRUST TERMINATION PARCEL



**Exhibit 19, Sheet 1**  
**Legal Description**  
State Parks Leasehold Interest  
Within Candlestick Point State Recreation Area




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

**[description to be inserted following survey]**

P:\SFRA\HPPT\Exch Agrmt Exhibits\10 27 10 Drafts\Exh 19 Sheet 1 (Legal Desc- DPR Lease in CPSRA).doc

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**ILLUSTRATIVE PLAT OF  
STATE PARKS LEASEHOLD INTEREST  
WITHIN CPSRA**

-  SUBJECT AREA
-  LANDS HELD IN FEE BY STATE LANDS COMMISSION SUBJECT TO STATE PARKS LEASE HOLD INTEREST
-  EXISTING STATE PARKS BOUNDARY



0 400 800



**Exhibit 20**  
**Legal Description**  
Alice Griffith Site

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

**[description to be inserted following survey]**

P:\SFRA\HPPT\Exch Agrmt Exhibits\10 27 10 Drafts\Exh 20 (Legal Desc- Alice Griffith).doc

**Exhibit 21**  
**Legal Description**  
Hunters Point Submerged Lands





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

**[description to be inserted following survey]**

P:\SFRA\HPPT\Exch Agrmt Exhibits\10 27 10 Drafts\Exh 21 Legal Desc- Hunters Point Submerged Lands.doc

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**ILLUSTRATIVE PLAT OF  
INITIAL CLOSING PHASE AREAS**

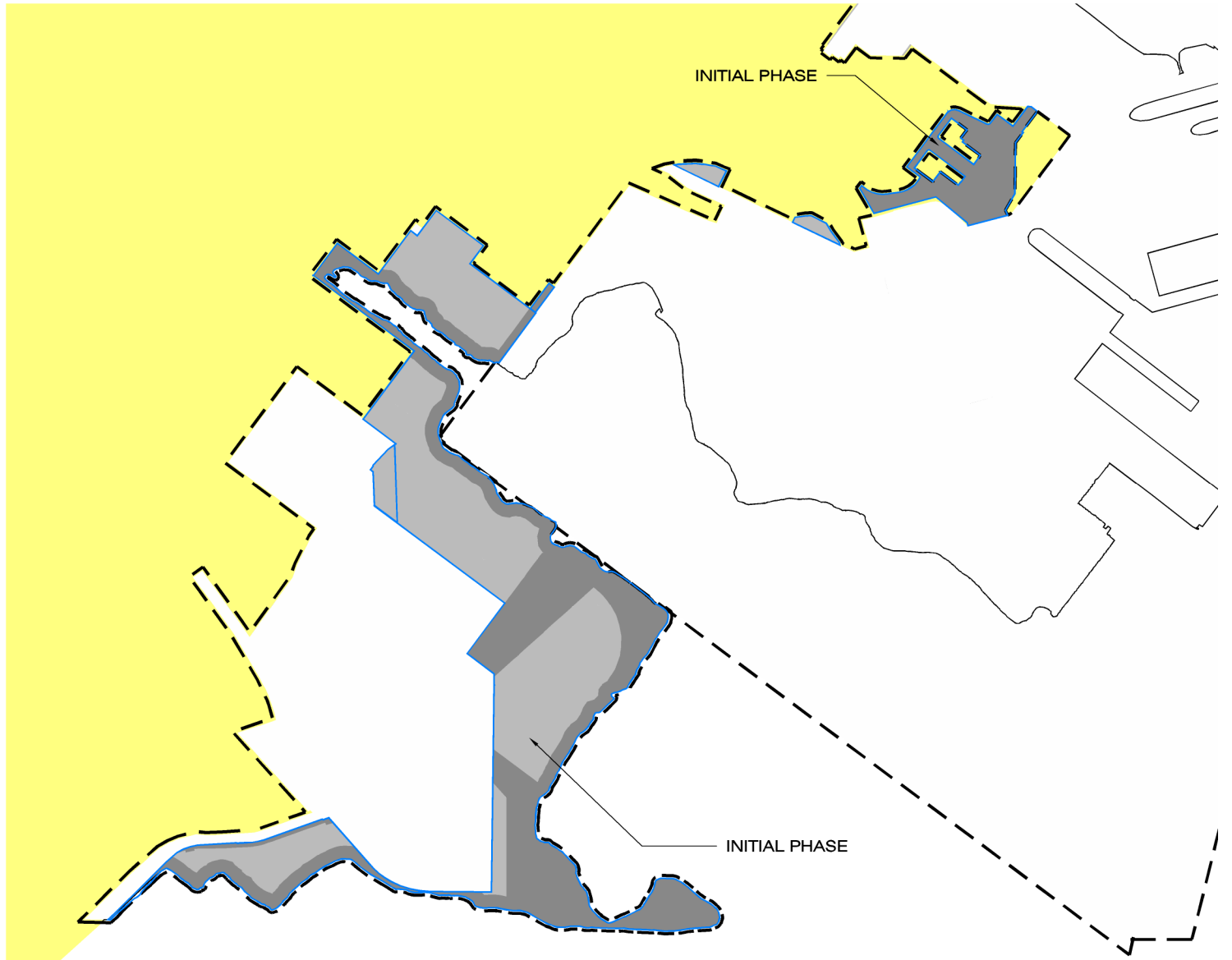
-  SUBJECT AREA
-  INITIAL CLOSING PARCELS
-  PUBLIC TRUST PARCELS
-  TRUST TERMINATION PARCELS

0 450 900

BMS DESIGN GROUP



04/20/2010





**Legal Description**  
Public Trust Parcels  
For Initial Closing Phase

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

**[description to be inserted following survey]**

P:\SFRA\HPPT\Exch Agrmt Exhibits\5 20 drafts\Exhibit 23 Legal Desc- PT Parcels for Initial Closing.doc

**Legal Description**  
Trust Termination Parcels  
For Initial Closing Phase

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

**[description to be inserted following survey]**

P:\SFRA\HPPT\Exch Agrmt Exhibits\5 20 drafts\Exhibit 24 Legal Desc- TT Parcels for Initial Closing.doc

**Exhibit 25, Sheet 1**  
**Legal Description**  
Agreed Ordinary High Water Mark




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

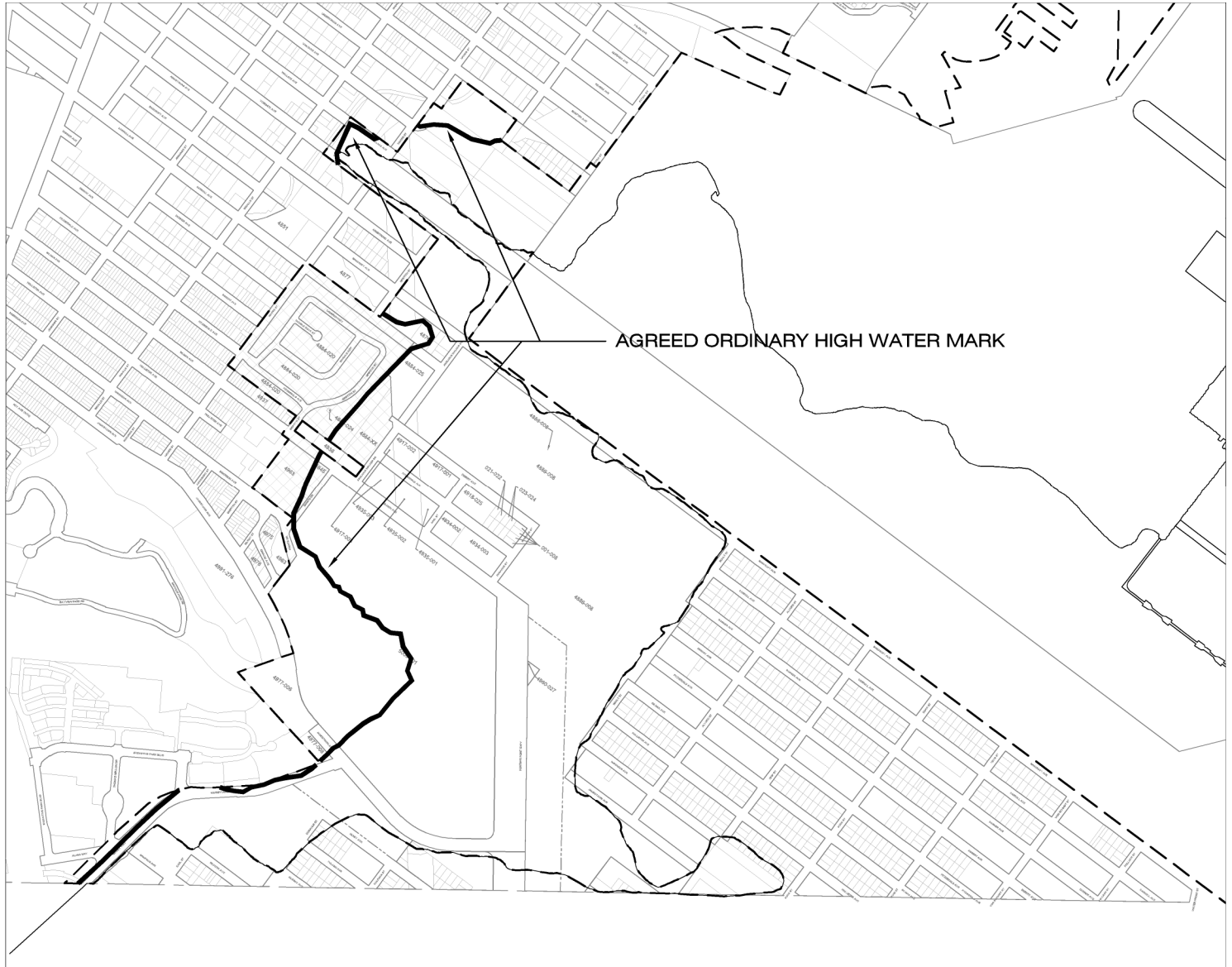
**[description to be inserted following survey]**

P:\SFRA\HPPT\Exch Agrmt Exhibits\10 27 10 Drafts\Exh 25 Sheet 1 (Legal Desc- Agreed Shoreline).doc

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**AGREED ORDINARY  
HIGH WATER MARK**

-  SUBJECT AREA BOUNDARY (PROPOSED)
-  ALICE GRIFFITH PARCEL (PROPOSED)
-  AGREED ORDINARY HIGH WATER MARK



0 400 800  
BMS DESIGN GROUP

10/29/2010

**Exhibit 26**  
**Form of a Lease Quitclaim Deed from State Parks to Commission of State Parks**  
**Leasehold Interest**

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

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

*SPACE ABOVE THIS LINE FOR RECORDER'S*

*USE*  
A.P.N.  
S.L.C.

**LEASE QUITCLAIM DEED**

**WHEREAS**, pursuant to lease designated Lease PRC 6414, executed by the State Lands Commission on April 28, 1983, by and between the State of California, acting by and through the State Lands Commission (“Commission”), as Lessor, State of California, acting by and through the Department of Parks and Recreation (“Department of Parks and Recreation”), as Lessee, said Lessee was granted for a term of forty-nine (49) years commencing December 1, 1986, the right to use the property herein described, for certain purposes specified in said lease; and

**WHEREAS** pursuant to said lease, Lessee agreed to execute and deliver to the Commission a good and sufficient quitclaim deed on the last day of said term or sooner termination of said lease.

**NOW THEREFORE**, the Department of Parks and Recreation, does hereby remise, release, and forever quitclaim unto the Commission any and all right, claim, title, or interest arising by virtue of or pursuant to that certain lease designated Lease PRC 6414, and approved by the Commission on April 28, 1983, respecting lands located in the City and County of San Francisco, State of California, and described on Exhibit 1, attached.

LESSEE: Department of Parks and Recreation

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

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

**ACKNOWLEDGMENT AND EXHIBIT 1 TO BE ATTACHED**

P:\SFRA\HPPT\Exch Agrmt Exhibits\10 27 10 Drafts\Exh 26 (State Parks to SLC Lease Quitclaim).doc

**Exhibit 27**  
**Form of Commission's Certificate of Acceptance of**  
**State Parks' Lease Quitclaim Deed**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

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

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

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

A.P.N.  
S.L.C.

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

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from the State of California, acting by and through the Department of Parks and Recreation (Department of Parks and Recreation), a Lease Quitclaim Deed dated \_\_\_\_\_, 2010, of which a true and correct copy is attached hereto as Exhibit 1, of all of Department of Parks and Recreation's right, title and interest in real property described therein.

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

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

[Remainder of page intentionally left blank]

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

STATE OF CALIFORNIA  
CALIFORNIA STATE LANDS  
COMMISSION

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

By: \_\_\_\_\_  
PAUL D. THAYER  
Executive Officer

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

P:\SFRA\HPPT\Exch Agrmt Exhibits\10 27 10 Drafts\Exh 27 SLC COA - Lease Quitclaim.doc



**Exhibit 28**  
**Form of Quitclaim Deed from Agency/City to Commission**

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

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

A.P.N. #s  
SLC No.

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

**QUITCLAIM DEED**

WHEREAS, the [Board of Supervisors of the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the “City”)/REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (the “Agency”)], at its public meeting in San Francisco, California on \_\_\_\_\_, approved Resolution No. \_\_\_\_, which authorized a title settlement and land exchange agreement between the State of California acting by and through the State Lands Commission; the State of California, acting by and through the Department of Parks and Recreation; the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic; the City and County of San Francisco, a municipal corporation, acting by and through its Board of Supervisors; and the City and County of San Francisco, a municipal corporation, acting by and through its Port Commission, pursuant to Chapter 203 of the Statutes of 2009; and;

WHEREAS, it is the intent of the [City/Agency] to convey any right, title and interest it has in and to those lands particularly described and depicted in Exhibit A, attached hereto (“the [Shipyard Site/Parcel A Site/Old Stadium Development Site/Park Addition/Yosemite Slough Addition/Navy ROW] [Public Trust/Trust Termination] Parcel”);

NOW, THEREFORE,

The [CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its Board of Supervisors/REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic], does hereby

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

[*Add to City quitclaims as applicable:* EXCEPT THAT the City reserves from such quitclaim the easements described in Exhibit B attached hereto.]

[CITY AND COUNTY OF SAN FRANCISCO/  
REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO]

Date:

\_\_\_\_\_  
[Mayor/Executive Director]

Approved as to form:

\_\_\_\_\_  
[City Attorney/Agency Counsel]

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

**Exhibit 29**  
**Form of Quitclaim Deed from City/Port to Commission of CP State Park Site and  
Non-Park Commission Land**

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

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

A.P.N. #s  
SLC No.

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

**QUITCLAIM DEED**

WHEREAS, the [Board of Supervisors/Port Commission] of the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, (the “[City/Port]”), at its public meeting in San Francisco, California on \_\_\_\_\_, approved Resolution No. \_\_\_\_, which authorized a title settlement and land exchange agreement between the State of California acting by and through the State Lands Commission; the State of California, acting by and through the Department of Parks and Recreation; the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic; the City and County of San Francisco, a municipal corporation, acting by and through its Board of Supervisors; and the City and County of San Francisco, a municipal corporation, acting by and through its Port Commission, pursuant to Chapter 203 of the Statutes of 2009; and;

WHEREAS, it is the intent of the [City/Port] to convey any right, title and interest it has in and to those lands particularly described and depicted in Exhibit A, attached hereto (“the [CP State Park Site/Non-Park Commission Land]”);

NOW, THEREFORE,

The CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its [Board of Supervisors/Port Commission], does hereby

REMISE, RELEASE AND FOREVER QUITCLAIM, to THE STATE OF CALIFORNIA, acting by and through the California State Lands Commission, all its right title and interest, including but not limited to any reversionary interest arising from the deed from the City and County of San Francisco to the State of California recorded January 24, 1984 as document number D454657 at Book D633, Images 1952 to 1975 of Official Records in the office of the Recorder of said City and County, in the [CP State Park Site/Walker Drive] Public Trust Parcel.

[Add to City quitclaims as applicable: EXCEPT THAT the City reserves from such quitclaim the sewer easements described in Exhibit B attached hereto.]

CITY AND COUNTY OF SAN FRANCISCO

Date:

\_\_\_\_\_  
[Mayor/Port Director]

Approved as to form:

\_\_\_\_\_  
[City Attorney/Port General Counsel]

**EXHIBIT A [AND B] AND ACKNOWLEDGMENTS OF SIGNATURES TO BE ATTACHED**

P:\SFRA\HPPT\Exch Agrmt Exhibits\10 27 10 Drafts\Exh 29 (City-Port Quitclaim to SLC).doc

**Exhibit 30**  
**Form of Quitclaim Deed from Port to Commission**

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

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

A.P.N. #s  
SLC No.

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

**QUITCLAIM DEED**

WHEREAS, the Port Commission of the CITY AND COUNTY OF SAN FRANCISCO, at its public meeting of in San Francisco, California on \_\_\_\_\_, approved Resolution No. \_\_\_\_, which authorized a title settlement and land exchange agreement between the State of California acting by and through the State Lands Commission; the State of California, acting by and through the Department of Parks and Recreation; the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic; the City and County of San Francisco, a municipal corporation, acting by and through its Board of Supervisors; and the City and County of San Francisco, a municipal corporation, acting by and through its Port Commission (the "Port"), pursuant to Chapter 203 of the Statutes of 2009; and;

WHEREAS, it is the intent of the Port to convey any right, title and interest it has in and to those lands particularly described and depicted in Exhibit A, attached hereto ("the Port Site Public Trust Parcel");

NOW, THEREFORE,

The CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its Port Commission, does hereby

REMISE, RELEASE AND FOREVER QUITCLAIM, to THE STATE OF CALIFORNIA, acting by and through the California State Lands Commission, all its right, title and interest in the Port Site Public Trust Parcel.

CITY AND COUNTY OF SAN FRANCISCO

Date:

\_\_\_\_\_  
Port Director

Approved as to form:

\_\_\_\_\_  
Port General Counsel

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

P:\SFRA\HPPT\Exch Agrmt Exhibits\10 27 10 Drafts\Exh 30 (Port Quitclaim -- Port Site).doc

**Exhibit 31**  
**Form of Quitclaim Deed from State Parks to Commission of CP State Park Site Public Trust Parcel**

WHEN RECORDED MAIL TO

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

WITH A CONFORMED COPY TO:

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

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

<h2 style="margin: 0;">Quitclaim Deed</h2>	<p>Agency: Department of Parks and Recreation Park: Candlestick Point State Recreation Area Project: Hunters Point Shipyard/Candlestick Point Title Settlement, Public Trust Exchange and Boundary Line Agreement</p>
<p>APN(S): ptn. Xxxx-xxx; City and County of San Francisco</p>	
<p>The STATE OF CALIFORNIA, acting by and through the Department of Parks and Recreation,</p> <p>hereby quitclaims to the State of California, acting by and through the State Lands Commission, the following described real property situated in the State of California, City and County of San Francisco, described as follows:</p> <p style="text-align: center; margin-top: 40px;">see Land Description for the CP State Park Site Public Trust Parcel, which is attached and incorporated herein by reference.</p> <p style="margin-top: 40px;">Dated: _____</p> <p><b>STATE OF CALIFORNIA</b> <b>DEPARTMENT OF PARKS AND RECREATION</b></p> <p>By _____</p>	





**Exhibit 32**

**Form of Commissions' Certificate of Acceptance of Agency/City/Port Public Trust Parcels**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

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

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

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

A.P.N.  
S.L.C.

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

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from the [City and County of San Francisco, a municipal corporation, acting by and through its Port Commission (the "Port")/City and County of San Francisco, a municipal corporation, acting by and through its Board of Supervisors (the "City")/the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic(the "Agency")], a Quitclaim Deed dated \_\_\_\_\_, 2010, of which a true and correct copy is attached hereto as Exhibit 1, of all of the [City/Port/Agency]'s right, title and interest in real property described therein.

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

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

[Remainder of page intentionally left blank]

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

STATE OF CALIFORNIA  
CALIFORNIA STATE LANDS  
COMMISSION

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

By: \_\_\_\_\_  
Executive Officer

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

P:\SFRA\HPPT\Exch Agrmt Exhibits\10 27 10 Drafts\Exh 32 SLC COA-- Agency-City PT Parcels.doc

**Exhibit 33**  
**Form of Commission's Certificate of Acceptance of**  
**State Park Site Public Trust Parcel**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

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

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

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*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

A.P.N.  
S.L.C.

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING  
Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from the State of California, acting by and through the Department of Parks and Recreation (Department of Parks and Recreation), a Quitclaim Deed dated \_\_\_\_\_, 2010, of which a true and correct copy is attached hereto as Exhibit 1, of all of Department of Parks and Recreation's right, title and interest in real property described therein.

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

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

[Remainder of page intentionally left blank]

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

STATE OF CALIFORNIA  
CALIFORNIA STATE LANDS  
COMMISSION

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

By: \_\_\_\_\_  
Executive Officer

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

**Exhibit 34**  
**Form of Patent from Commission to Agency of**  
**Public Trust Parcels**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

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

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

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

A.P.N.  
S.L.C.

STATE OF CALIFORNIA  
PATENT

WHEREAS, the State Lands Commission, at its public meeting in \_\_\_\_ California on \_\_\_\_\_, approved Minute Item No. \_\_\_\_, which authorized a title settlement and land exchange agreement between the State of California, acting by and through the Department of Parks and Recreation; the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic (the "Agency"); the City and County of San Francisco, a municipal corporation, acting by and through its Board of Supervisors (the "City"); and the City and County of San Francisco, a municipal corporation, acting by and through its Port Commission (the "Port").and the State of California (the "State"), acting by and through the State Lands Commission, pursuant to Chapter 203 of the Statutes of 2009; and

WHEREAS, the [Agency/City/Port] has remised, released, and forever quitclaimed to State, acting by and through the State Lands Commission, all of [its/their respective] right, title, and interest in all those lands particularly described and depicted in Exhibits A-1 and A-2, attached hereto (the "[Shipyard Site/Parcel A Site/Walker Drive Site /Port Site/Yosemite Slough Addition] Public Trust Parcel"); and

WHEREAS, it is the intent of the State to convey any right, title and interest it has in and to the [Shipyard Site/Parcel A Site/Walker Drive Site/Port Site/Yosemite Slough Addition] Public Trust Parcel, including any and all interest arising from the public trust for commerce, navigation, and fisheries (the "public trust") and

WHEREAS the State, acting by and through the Executive Officer of its State Lands Commission pursuant to Minute Item No.\_\_\_\_\_, has accepted the quitclaim[s] of the [Agency/City/Port] for the

[Shipyard Site/Parcel A Site/Walker Drive Site/Port Site/Yosemite Slough Addition] Public Trust Parcel, so that the State may convey the [Shipyard Site/Parcel A Site/Walker Drive Site/Port Site/Yosemite Slough Addition] Public Trust Parcel to the Agency, as sovereign lands subject to the public trust and any applicable statutory trust, as that term is defined in Chapter 203, Statutes of 2009 (the "statutory trust").

NOW, THEREFORE,

The STATE of CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the Agency, as trustee pursuant to Chapter 203 of the Statutes of 2009 all its right, title, and interest in the [Shipyard Site/Parcel A Site/Walker Drive Site/Port Site/Yosemite Slough Addition] Public Trust Parcel, subject to the public trust and the statutory trust.

IN APPROVAL WHEREOF, I, \_\_\_\_\_, Governor of the State of California, have set my hand and caused the seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this \_\_\_\_ day of \_\_\_\_\_, two thousand ten.

\_\_\_\_\_  
GOVERNOR

Attest:

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

Countersigned:

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

**EXHIBIT A AND ACKNOWLEDGEMENT TO BE ATTACHED**

**Exhibit 35**  
**Form of Patent from Commission to Agency of**  
**Old Stadium Development Site/Park Addition Public Trust Parcels**

.RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

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

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

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A.P.N.  
S.L.C.

STATE OF CALIFORNIA  
PATENT

WHEREAS, the State Lands Commission, at its public meeting in \_\_\_\_ California on \_\_\_\_\_, approved Minute Item No. \_\_\_\_, which authorized a title settlement and land exchange agreement (the "Agreement") between the State of California, acting by and through the Department of Parks and Recreation; the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic (the "Agency"); the City and County of San Francisco, a municipal corporation, acting by and through its Board of Supervisors (the "City"); and the City and County of San Francisco, a municipal corporation, acting by and through its Port Commission and the State of California (the "State"), acting by and through the State Lands Commission, pursuant to Chapter 203 of the Statutes of 2009; and

WHEREAS, the Agency and the City have remised, released, and forever quitclaimed to State, acting by and through the State Lands Commission, all of the Agency and the City's right, title, and interest in all the lands described and depicted in Exhibit A, attached hereto (the "[Old Stadium Development Site/Park Addition] Public Trust Parcels"); and

WHEREAS, it is the intent of the State to convey any right, title and interest it has in and to the [Old Stadium Development Site/Park Addition] Public Trust Parcels; and

WHEREAS the State, acting by and through the Executive Officer of its State Lands Commission pursuant to Minute Item No. \_\_\_\_\_, has accepted the quitclaim[s] of the Agency and the City for the [Old Stadium Development Site/Park Addition] Public Trust Parcels, so that the State may convey the [Old Stadium Development Site/Park Addition] Public Trust Parcels to the Agency, as sovereign lands

subject to the public trust for commerce, navigation, and fisheries (“public trust”) and any applicable statutory trust, as that term is defined in Chapter 203 of the Statutes of 2009, and free of any restrictions or other encumbrances on title arising from Section 3 of by Chapter 2 of the Statutes of 1958, First Extraordinary Session (the “1958 Act”), or any deed issued thereunder.

NOW, THEREFORE,

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

IN APPROVAL WHEREOF, I, \_\_\_\_\_, Governor of the State of California, have set my hand and caused the seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this \_\_\_\_ day of \_\_\_\_\_, two thousand ten.

\_\_\_\_\_  
GOVERNOR

Attest:

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

Countersigned:

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

**EXHIBIT A AND ACKNOWLEDGEMENT TO BE ATTACHED**



**Exhibit 36**  
**Form of Patent from Commission to City of**  
**Hilltop Trust Streets Public Trust Parcel**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

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

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

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A.P.N.  
S.L.C.

STATE OF CALIFORNIA  
PATENT

WHEREAS, the State Lands Commission, at its public meeting in \_\_\_\_ California on \_\_\_\_\_, approved Minute Item No. \_\_\_\_, which authorized a title settlement and land exchange agreement between the State of California, acting by and through the Department of Parks and Recreation; the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic; the City and County of San Francisco, a municipal corporation, acting by and through its Board of Supervisors (the “City”); and the City and County of San Francisco, a municipal corporation, acting by and through its Port Commission (the “Port”).and the State of California (the “State”), acting by and through the State Lands Commission, pursuant to Chapter 203 of the Statutes of 2009; and

WHEREAS, the City has remised, released, and forever quitclaimed to State, acting by and through the State Lands Commission, all of the City’s right, title, and interest in all the lands described and depicted in Exhibits A-1 and A-2, attached hereto (the “Hilltop Trust Streets Public Trust Parcel”); and

WHEREAS, it is the intent of the State to convey any right, title and interest it has in and to the Hilltop Trust Streets Public Trust Parcel; and

WHEREAS the State, acting by and through the Executive Officer of its State Lands Commission pursuant to Minute Item No.\_\_\_\_\_, has accepted the quitclaim of the City for the Hilltop Trust Streets Public Trust Parcel, so that the State may convey the Hilltop Trust Streets Public Trust Parcel to the City, as sovereign lands subject to the public trust for commerce, navigation, and fisheries (the “public trust”) and any applicable statutory trust, as that term is defined in Chapter 203 of the Statutes of 2009 (the “statutory trust”).

NOW, THEREFORE,

The STATE of CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the City, as trustee pursuant to Chapter 203 of the Statutes of 2009 all its right, title, and interest in the Hilltop Trust Streets Public Trust Parcel, subject to the public trust and the statutory trust.

IN APPROVAL WHEREOF, I, \_\_\_\_\_, Governor of the State of California, have set my hand and caused the seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this \_\_\_\_ day of \_\_\_\_\_, two thousand ten.

\_\_\_\_\_  
GOVERNOR

Attest:

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

Countersigned:

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

**EXHIBIT A AND ACKNOWLEDGEMENT ATTACHED**

**Exhibit 37**  
**Form of Lease from Commission to State Parks**

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

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

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A.P.N. To be negotiated  
County: San Francisco

W (TBD)

**LEASE PRC (TBD)**

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

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

---

**SECTION 1**

**BASIC PROVISIONS**

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

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

**LEASE TYPE:** General Lease – Recreational Use

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

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

**LAND USE OR PURPOSE:** Candlestick Point State Recreation Area

**TERM:** 66 years; beginning \_\_\_\_\_; ending \_\_\_\_\_, unless sooner terminated as provided under this Lease.

**CONSIDERATION:** To be negotiated. Subject to modification by Lessor as specified in Paragraph 2(b) of Section 4 - General Provisions.

**AUTHORIZED IMPROVEMENTS:** To be negotiated

**EXISTING:** To be negotiated

**TO BE CONSTRUCTED; CONSTRUCTION MUST BEGIN BY:** To be negotiated

**AND BE COMPLETED BY:** To be negotiated

**LIABILITY INSURANCE:** To be negotiated

**SURETY BOND OR OTHER SECURITY:** To be negotiated

---

## **SECTION 2 SPECIAL PROVISIONS**

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

1. To be negotiated

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

**SECTION 3  
DESCRIPTION OF LEASE PREMISES**

**Legal Description to be provided**

SECTION 4

**GENERAL PROVISIONS**

1. **GENERAL**

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

2. **CONSIDERATION**

(a) **Categories**

(1) **Rental**

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

(2) **Non-Monetary Consideration**

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

(b) **Modification**

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

(c) **Penalty and Interest**

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

3. **BOUNDARIES**

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

4. **LAND USE**

(a) **General**

Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the improvements

expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later. Lessee shall notify Lessor within ten (10) days after commencing the construction of authorized improvements and within sixty (60) days after completing them. Lessee's discontinuance of such use for a period of ninety (90) days shall be conclusively presumed to be an abandonment.

(b) **Continuous Use**

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

(c) **Repairs and Maintenance**

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

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

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

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

(e) **Conservation**

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

(f) **Toxics**

Lessee shall not manufacture or generate hazardous wastes on the Lease Premises unless specifically authorized under other terms of this Lease. Lessee shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated,

used, placed, disposed, stored, or transported on the Lease Premises during the Lease term and shall comply with and be bound by all applicable provisions of such federal, state or local law, regulation or ordinance dealing with such wastes, substances or materials. Lessee shall notify Lessor and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances, or materials.

**(g) Enjoyment**

Subject to the provisions of paragraph 5 (a) (2) below, nothing in this Lease shall preclude Lessee from excluding persons from the Lease Premises when their presence or activity constitutes a material interference with Lessee's use and enjoyment of the Lease Premises as provided under this Lease.

**(h) Discrimination**

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

**(i) Residential Use**

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

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

**(a) Reservations**

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

(3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

**(b) Encumbrances**

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

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

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

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

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

**7. INDEMNITY**

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

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

**8. INSURANCE**

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

(b) The insurance policy or policies shall name the State of California, its officers, employees and volunteers as insureds as to the Lease Premises and shall identify the Lease by its assigned number. Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current. The policy (or endorsement) must provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to Lessor. Lessor will not be responsible for any premiums or other assessments on the policy. The coverage provided by the insured (Lessee) shall be primary and non-contributing.

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

**9. SURETY BOND**

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

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

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

**10. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING**

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease

Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

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

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

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

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

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

(1) Give prior written notice to Lessor;

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

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

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



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

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

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

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

(g) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal, state or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises.

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

## 11. DEFAULT AND REMEDIES

### (a) Default

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

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

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

### (c) Remedies

In the event of a default or breach by Lessee and Lessee's failure to cure such default or breach, Lessor

may at any time and with or without notice do any one or more of the following:

(1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises;

(2) Terminate this Lease and Lessee's right of possession of the Lease Premises. Such termination shall be effective upon Lessor's giving written notice and upon receipt of such notice, Lessee shall immediately surrender possession of the Lease Premises to Lessor;

(3) Maintain this Lease in full force and effect and recover any rental, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises; and/or

(4) Exercise any other right or remedy which Lessor may have at law or equity.

**12. RESTORATION OF LEASE PREMISES**

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

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

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

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

(e) Lessor may at any time during the Lease term require Lessee to conduct at its own expense and by a contractor approved by Lessor an independent

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

**13. QUITCLAIM**

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

**14. HOLDING-OVER**

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

**15. ADDITIONAL PROVISIONS**

**(a) Waiver**

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

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

**(b) Time**

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

**(c) Notice**

All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the

address specified in this Lease. Lessee shall give Lessor notice of any change in its name or address.

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

**(d) Consent**

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

**(i) Severability**

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

**(e) Changes**

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

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**(f) Successors**

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

**(g) Joint and Several Obligation**

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

**(h) Captions**

STATE OF CALIFORNIA - STATE LANDS COMMISSION

LEASE NO.

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

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

**LESSEE:**

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

**By:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**LESSOR:**

**STATE OF CALIFORNIA  
STATE LANDS COMMISSION**

**By:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

—

**ACKNOWLEDGEMENT**

This Lease was authorized by the  
California State Lands Commission on

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

**Exhibit 38**  
**Form of Agency/City Certificate of Acceptance of**  
**Public Trust Parcels**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

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

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

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

A.P.N.  
S.L.C.

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING  
Government Code 27281

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated \_\_\_\_\_, from the State of California, acting by and through the State Lands Commission, to the [Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic/City and County of San Francisco, a municipal corporation], as a trustee pursuant to Chapter 203 of Statutes of 2009, is hereby accepted by the undersigned officer or agent on behalf of the [Redevelopment Agency of the City and County of San Francisco/City and County of San Francisco]. This acceptance is made pursuant to authority conferred by that act of the Legislature set forth as Chapter 203, Statutes of 2009, and further by the authority of [Redevelopment Agency of the City and County of San Francisco/City and County of San Francisco Board of Supervisors], Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 2010. The grantee accepts title to the conveyed interest in real property as land subject to the public trust for commerce, navigation, and fisheries and to any applicable statutory trust, as that term is defined in Chapter 203 of the Statutes of 2009. The grantee consents to the recordation of the referenced Quitclaim Deed, of which a true and correct copy is attached hereto as Exhibit 1, by its duly authorized officer.

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

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

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

**EXHIBIT 1 AND ACKNOWLEDGEMENT ATTACHED**

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**Exhibit 39**  
**Form of Quitclaim Deed from State Parks to Commission of**  
**CP State Park Site Trust Termination Parcel**

WHEN RECORDED MAIL TO

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

WITH A CONFORMED COPY TO:

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

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

<h2 style="margin: 0;">Quitclaim Deed</h2>	Agency: Department of Parks and Recreation Park: Candlestick Point State Recreation Area Project: Hunters Point Shipyard/Candlestick Point Title Settlement, Public Trust Exchange and Boundary Line Agreement
APN(S): ptn. Xxxx-xxx; City and County of San Francisco	
<p>The STATE OF CALIFORNIA, acting by and through the Department of Parks and Recreation,</p> <p>hereby quitclaims to the State of California, acting by and through the State Lands Commission, the following described real property situated in the State of California, City and County of San Francisco, described as follows:</p>  <p style="text-align: center;">see Land Description for the CP State Park Site Trust Termination Parcel, which is attached and incorporated herein by reference.</p>  <p>Dated: _____</p> <p><b>STATE OF CALIFORNIA</b> <b>DEPARTMENT OF PARKS AND RECREATION</b></p> <p>By _____</p>	

**Exhibit 40**  
**Form of Commission's Certificate of Acceptance of**  
**Agency/City/Port Trust Termination Parcels**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

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

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

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

A.P.N.  
S.L.C.

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING  
Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from the [Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic (the "Agency")/the City and County of San Francisco, a municipal corporation, acting by and through its Board of Supervisors (the "City")/the City and County of San Francisco, acting and through its Port Commission (the "Port")] a Quitclaim Deed dated \_\_\_\_\_, 2010, of which a true and correct copy is attached hereto as Exhibit 1, of all of the [Agency/City/Port]'s right, title and interest in real property described therein.

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

[Remainder of page intentionally left blank]



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

STATE OF CALIFORNIA  
CALIFORNIA STATE LANDS  
COMMISSION

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

By:  
Executive Officer

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

**Exhibit 41**  
**Form of Commissions' Certificate of Acceptance of**  
**CP State Park Site Trust Termination Parcel**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

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

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

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

A.P.N.  
S.L.C.

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING  
Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from the State of California, acting by and through the Department of Parks and Recreation ("State Parks") a Quitclaim Deed dated \_\_\_\_\_, 2010, of which a true and correct copy is attached hereto as Exhibit 1, of all of State Parks' right, title and interest in real property described therein.

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

[Remainder of page intentionally left blank]

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

STATE OF CALIFORNIA  
CALIFORNIA STATE LANDS  
COMMISSION

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

By: \_\_\_\_\_  
Executive Officer

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

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**Exhibit 42**  
**Form of Patent and Trust Termination from Commission to Agency of Trust Termination Parcels**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

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

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

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

A.P.N.  
S.L.C.

STATE OF CALIFORNIA  
PATENT AND TRUST TERMINATION

WHEREAS, the State Lands Commission, at its public meeting in \_\_\_\_ California on \_\_\_\_\_, approved Minute Item No. \_\_\_\_, which authorized a title settlement and land exchange agreement between the State of California, acting by and through the Department of Parks and Recreation; the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic (the "Agency"); the City and County of San Francisco, a municipal corporation, acting by and through its Board of Supervisors (the "City"); and the City and County of San Francisco, a municipal corporation, acting by and through its Port Commission (the "Port").and the State of California (the "State"), acting by and through the State Lands Commission, pursuant to Chapter 203 of the Statutes of 2009; and

WHEREAS, the [Agency/City/Port] has remised, released, and forever quitclaimed to the State, acting by and through the State Lands Commission, all of [its/their respective] right, title, and interest in all those lands described and depicted in Exhibit A, attached hereto (the "[Shipyard Site/Parcel A Site/Walker Drive Site/Port Site/Yosemite Slough Addition/Navy ROW] Trust Termination Parcel"); and

WHEREAS, it is the intent of the State to convey any right, title and interest it has in and to the [Shipyard Site/Parcel A Site/Walker Drive Site/Port Site/Yosemite Slough Addition/Navy ROW] Trust Termination Parcel; and

WHEREAS the State, acting by and through the Executive Officer of its State Lands Commission pursuant to Minute Item No.\_\_\_\_\_, has accepted the quitclaim[s] of the [Agency/City/Port] for the [Shipyard Site/Parcel A Site/Walker Drive Site/Port Site/Yosemite Slough Addition/Navy ROW] Trust Termination Parcel.

NOW, THEREFORE,

The STATE of CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the Agency all its right, title, and interest in the [Shipyard Site/Parcel A Site/Walker Drive Site/Port Site/Yosemite Slough Addition/Navy ROW] Trust Termination Parcel, as described above. This Patent is intended to and does terminate in the [Shipyard Site/Parcel A Site/Walker Drive Site/Port Site/Yosemite Slough Addition/Navy ROW] Trust Termination Parcel the public trust for commerce, navigation, and fisheries (“public trust”) and any statutory trust in the [Shipyard Site/Parcel A Site/Walker Drive Site/Port Site/Yosemite Slough Addition/Navy ROW] Trust Termination Parcel, including but not limited to any applicable statutory trust as that term is defined in Chapter 203 of the Statutes of 2009 (“statutory trust”).

The STATE LANDS COMMISSION has found and declared, *inter alia*, that the [Shipyard Site/Parcel A Site/Walker Drive Site/Port Site/Yosemite Slough Addition/Navy ROW] Trust Termination Parcel has been reclaimed and removed from the public water channels and is no longer available or useful or susceptible of being used for water-dependent commerce, navigation, and fisheries, and that it is no longer in fact tide or submerged lands.

The [Shipyard Site/Parcel A Site/Walker Drive Site/Port Site/Yosemite Slough Addition/Navy ROW] Trust Termination Parcel is hereby forever freed from the public trust and any statutory trust.

IN APPROVAL WHEREOF, I, \_\_\_\_\_, Governor of the State of California, have set my hand and caused the seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this \_\_\_\_ day of \_\_\_\_\_, two thousand ten.

\_\_\_\_\_  
GOVERNOR

Attest:

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

Countersigned:

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

**EXHIBIT A AND ACKNOWLEDGMENT TO BE ATTACHED**

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**Exhibit 43**  
**Form of Patent and Trust Termination from Commission to Agency of**  
**Old Stadium Development Site/Park Addition Trust Termination Parcels**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

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

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

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

A.P.N.  
S.L.C.

STATE OF CALIFORNIA  
PATENT AND TRUST TERMINATION

WHEREAS, the State Lands Commission, at its public meeting in \_\_\_\_ California on \_\_\_\_\_, approved Minute Item No. \_\_\_\_, which authorized a title settlement and land exchange agreement (the "Agreement") between the State of California, acting by and through the Department of Parks and Recreation; the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic (the "Agency"); the City and County of San Francisco, a municipal corporation, acting by and through its Board of Supervisors (the "City"); and the City and County of San Francisco, a municipal corporation, acting by and through its Port Commission, and the State of California (the "State"), acting by and through the State Lands Commission, pursuant to Chapter 203 of the Statutes of 2009; and

WHEREAS, the Agency and the City have remised, released, and forever quitclaimed to the State, acting by and through the State Lands Commission, all of the Agency and the City's right, title, and interest in all the lands described and depicted in Exhibits A-1 and A-2, attached hereto (the "[Old Stadium Development Site/Park Addition] Trust Termination Parcel"); and

WHEREAS, it is the intent of the State to convey any right, title and interest it has in and to the [Old Stadium Development Site/Park Addition] Trust Termination Parcel, including all public trust interests; and

WHEREAS the State, acting by and through the Executive Officer of its State Lands Commission pursuant to Minute Item No. \_\_\_\_\_, has accepted the quitclaims of the City and the Agency for the

[Old Stadium Development Site/Park Addition] Trust Termination Parcel.

NOW, THEREFORE,

The STATE of CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the Agency all its right, title, and interest in the [Old Stadium Development Site/Park Addition] Trust Termination Parcel, as described above. This Patent is intended to and does terminate in the [Old Stadium Development Site/Park Addition] Trust Termination Parcel the public trust for commerce, navigation, and fisheries (“public trust”), any statutory trust, including but not limited to any applicable statutory trust as that term is defined in Chapter 203 of the Statutes of 2009 (“statutory trust”), and any restriction or encumbrance arising from Section 3 of Chapter 2 of the Statutes of 1958, First Extraordinary Session (the “1958 Act”) or any deed issued thereunder.

The STATE LANDS COMMISSION has found and declared, inter alia, that the [Old Stadium Development Site/Park Addition] Trust Termination Parcel has been reclaimed and removed from the public water channels and is no longer available or useful or susceptible of being used for water-dependent commerce, navigation, and fisheries, and that it is no longer in fact tide or submerged lands.

The [Old Stadium Development Site/Park Addition] Trust Termination Parcel is hereby forever freed from the public trust, the statutory trust, and from any restrictions or other encumbrances on title arising from Section 3 of the 1958 Act or from the deed from the State of California to the City and County of San Francisco recorded July 29, 1958 at Book 7337, Page 305 of Official Records in the office of the Recorder of said City and County.

IN APPROVAL WHEREOF, I, \_\_\_\_\_, Governor of the State of California, have set my hand and caused the seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this \_\_\_\_ day of \_\_\_\_\_, two thousand ten.

\_\_\_\_\_  
GOVERNOR

Attest:

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



Countersigned:

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

**ACKNOWLEDGEMENT AND EXHIBIT A TO BE ATTACHED**

P:\SFRA\HPPT\Exch Agrmt Exhibits\10 27 10 Drafts\Exh 43 SLC Patent to Agency-- Stadium- Park Addn TT Parcels.doc

**Exhibit 44**  
**Form of Quitclaim and Trust Termination from Commission to State Parks of**  
**CP State Park Site Trust Termination Parcel**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

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

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

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

A.P.N.  
S.L.C.

STATE OF CALIFORNIA  
PATENT AND TRUST TERMINATION

WHEREAS, the State Lands Commission, at its public meeting in \_\_\_\_ California on \_\_\_\_\_, approved Minute Item No. \_\_\_\_, which authorized a title settlement and land exchange agreement (the “Agreement”) between the State of California, acting by and through the Department of Parks and Recreation (“State Parks”); the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic; the City and County of San Francisco, a municipal corporation, acting by and through its Board of Supervisors; and the City and County of San Francisco, a municipal corporation, acting by and through its Port Commission, and the State of California (the “State”), acting by and through the State Lands Commission, pursuant to Chapter 203 of the Statutes of 2009; and

WHEREAS, State Parks has remised, released, and forever quitclaimed to the State, acting by and through the State Lands Commission, all of State Parks’ right, title, and interest in all those lands particularly described and depicted in Exhibit A, attached hereto (the “[CP State Park Site/Navy ROW] Trust Termination Parcel”); and

WHEREAS, it is the intent of the State to convey any right, title and interest it has in and to the [CP State Park Site /Navy ROW] Trust Termination Parcel; and

WHEREAS the State, acting by and through the Executive Officer of its State Lands Commission pursuant to Minute Item No. \_\_\_\_\_, has accepted the quitclaim of State Parks for the [CP State Park

Site /Navy ROW] Trust Termination Parcel.

NOW, THEREFORE,

The STATE of CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to State Parks all its right, title, and interest in the [CP State Park Site/Navy ROW] Trust Termination Parcel, as described above. This Patent is intended to and does terminate in the [CP State Park Site /Navy ROW] Trust Termination Parcel, the public trust for commerce, navigation, and fisheries (“public trust”), any statutory trust, including but not limited to any applicable statutory trust as that term is defined in Chapter 203 of the Statutes of 2009 (“statutory trust”), and any restriction or encumbrance arising from Section 3 of Chapter 2 of the Statutes of 1958, First Extraordinary Session (the “1958 Act”) or any deed issued thereunder.

The STATE LANDS COMMISSION has found and declared, *inter alia*, that the [CP State Park Site/Navy ROW] Trust Termination Parcel has been reclaimed and removed from the public water channels and is no longer available or useful or susceptible of being used for water-dependent commerce, navigation, and fisheries, and that it is no longer in fact tide or submerged lands.

The [CP State Park Site/Navy ROW] Trust Termination Parcel is hereby forever freed from the public trust, from the statutory trust, and from any restrictions or other encumbrances on title arising from Section 3 of the 1958 Act or from the deed from the State of California to the City and County of San Francisco recorded July 29, 1958 at Book 7337, Page 305 of Official Records in the office of the Recorder of said City and County.

IN APPROVAL WHEREOF, I, \_\_\_\_\_, Governor of the State of California, have set my hand and caused the seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this \_\_\_\_ day of \_\_\_\_\_, two thousand ten.

\_\_\_\_\_  
GOVERNOR

Attest:

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

Countersigned:

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

**ACKNOWLEDGEMENT AND EXHIBIT A TO BE ATTACHED**

P:\SFRA\HPPT\Exch Agrmt Exhibits\10 27 10 Drafts\Exh 44 SLC Patent to State Parks-- CP State Park TT Parcels.doc

**Exhibit 45**  
**Form of Agency's Certificate of Acceptance of**  
**Trust Termination Parcels**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

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

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

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

A.P.N.  
S.L.C.

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING  
Government Code 27281

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated \_\_\_\_\_, from the State of California, acting by and through the State Lands Commission, to the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic, is hereby accepted by the undersigned officer or agent on behalf of the Redevelopment Agency of the City and County of San Francisco. This acceptance is made pursuant to authority conferred by that act of the Legislature set forth as Chapter 203 of the Statutes of 2009, and further by the authority of Redevelopment Agency of the City and County of San Francisco Resolution No. \_\_\_\_\_. dated \_\_\_\_, 2010. The grantee consents to the recordation of the referenced Quitclaim Deed, of which a true and correct copy is attached as Exhibit 1 hereto, by its duly authorized officer.

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

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

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

**EXHIBIT 1 AND ACKNOWLEDGEMENT TO BE ATTACHED**

P:\SFRA\HPPT\Exch Agrmt Exhibits\10 27 10 Drafts\Exh 45 Agency COA TT Parcels.doc

**Exhibit 46**  
**Form of State Parks' Certificate of Acceptance of**  
**CP State Park Site/Navy ROW Trust Termination Parcel**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

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

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

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

A.P.N.  
S.L.C.

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING  
Government Code 27281

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated \_\_\_\_\_, from the California State Lands Commission to the California Department of Parks and Recreation is hereby accepted by the undersigned officer or agent on behalf of the California Department of Parks and Recreation. This acceptance is made pursuant to authority conferred by that act of the Legislature set forth as Chapter 203, Statutes of 2009. The grantee consents to the recordation of the referenced Quitclaim Deed, of which a true and correct copy is attached as Exhibit 1 hereto, by its duly authorized officer.

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

The State of California, acting by and  
through the Department of Parks and  
Recreation

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





**EXHIBIT 1 AND ACKNOWLEDGEMENT TO BE ATTACHED**

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HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**ILLUSTRATIVE PLAT OF  
PRIMARY PHASE AREAS  
SHEET 1**

-  SUBJECT AREA
-  SUBSEQUENT CLOSING PRIMARY PHASE AREAS
-  PUBLIC TRUST PARCELS
-  TRUST TERMINATION PARCELS






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07/15/2010

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT PROJECT





**ILLUSTRATIVE PLAT OF  
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SHEET 2 : CP PHASE 1**

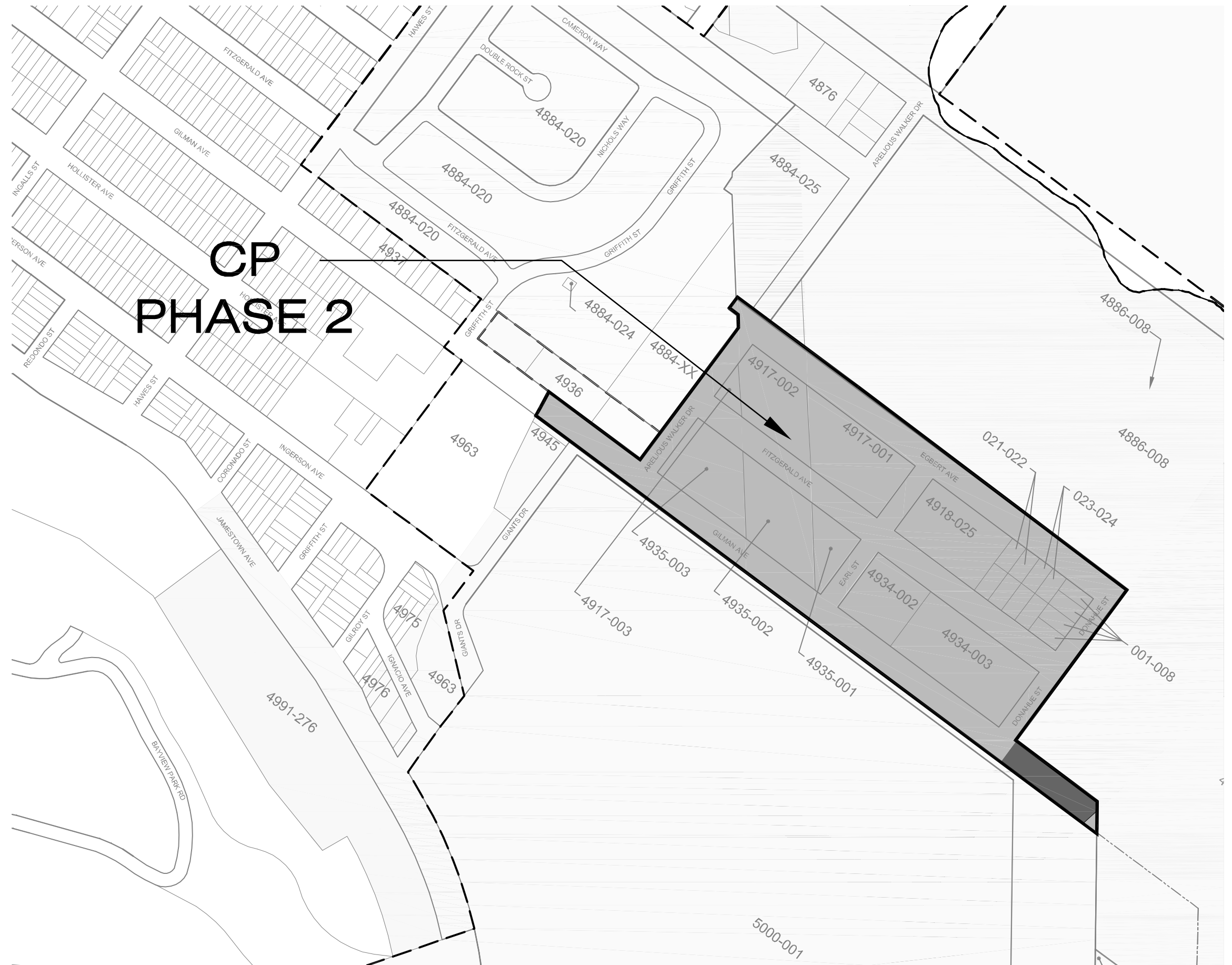
-  SUBJECT AREA
-  CP PHASE 1
-  PUBLIC TRUST PARCELS



HUNTERS POINT SHIPYARD/ CANDLESTICK POINT PROJECT

**ILLUSTRATIVE PLAT OF  
PRIMARY PHASE AREAS  
SHEET 3 : CP PHASE 2**

-  SUBJECT AREA
-  CP PHASE 2
-  PUBLIC TRUST PARCELS
-  TRUST TERMINATION PARCELS



0 150 300





BMS DESIGN GROUP

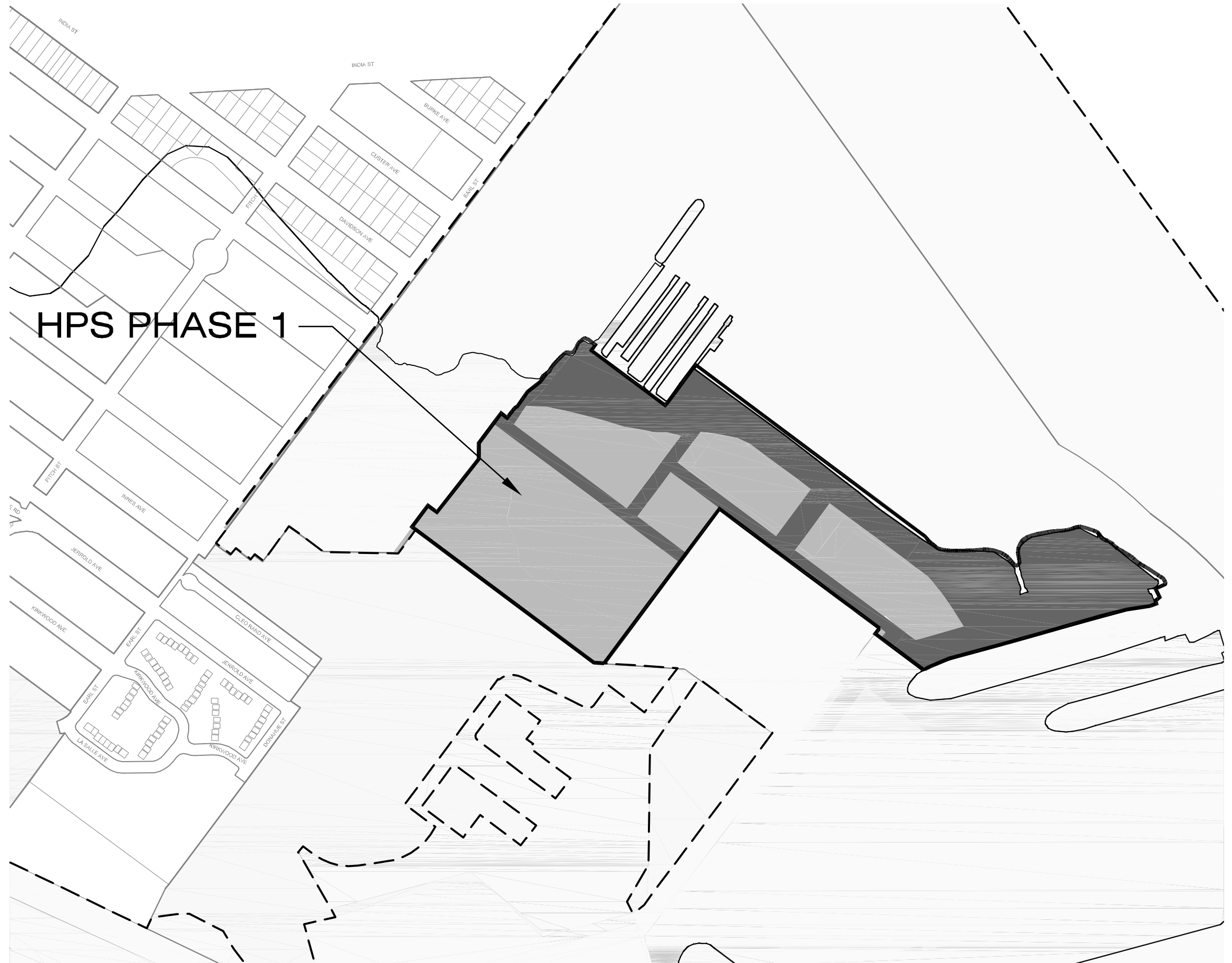
07/15/2010



HUNTERS POINT SHIPYARD/ CANDLESTICK POINT PROJECT

**ILLUSTRATIVE PLAT OF  
PRIMARY PHASE AREAS  
SHEET 5 : HPS PHASE 1**

-  SUBJECT AREA
-  HPS PHASE 1
-  PUBLIC TRUST PARCELS
-  TRUST TERMINATION PARCELS







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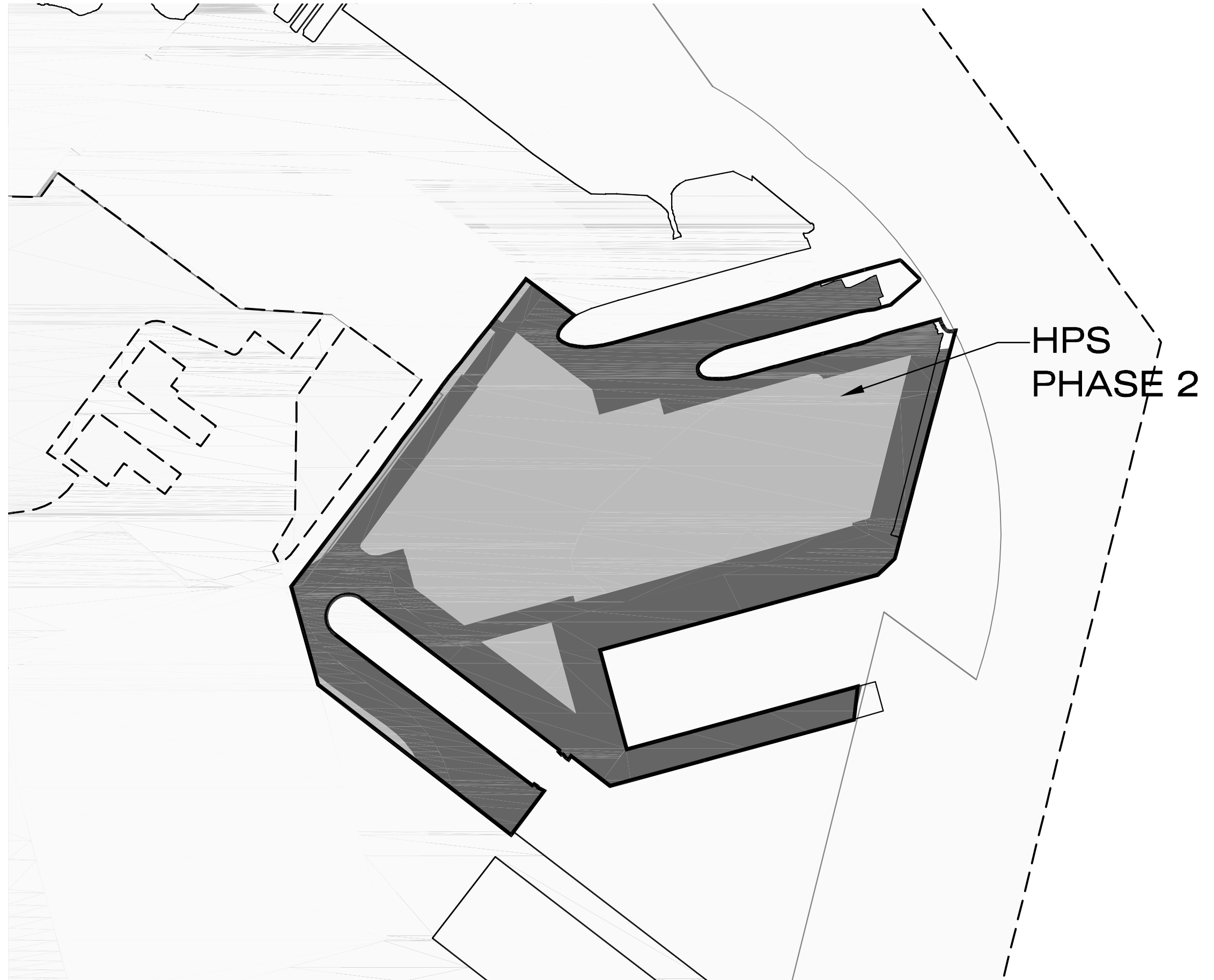
BMS DESIGN GROUP

07/15/2010

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**ILLUSTRATIVE PLAT OF  
PRIMARY PHASE AREAS  
SHEET 6 : HPS PHASE 2**

-  SUBJECT AREA
-  HPS PHASE 2
-  PUBLIC TRUST PARCELS
-  TRUST TERMINATION PARCELS







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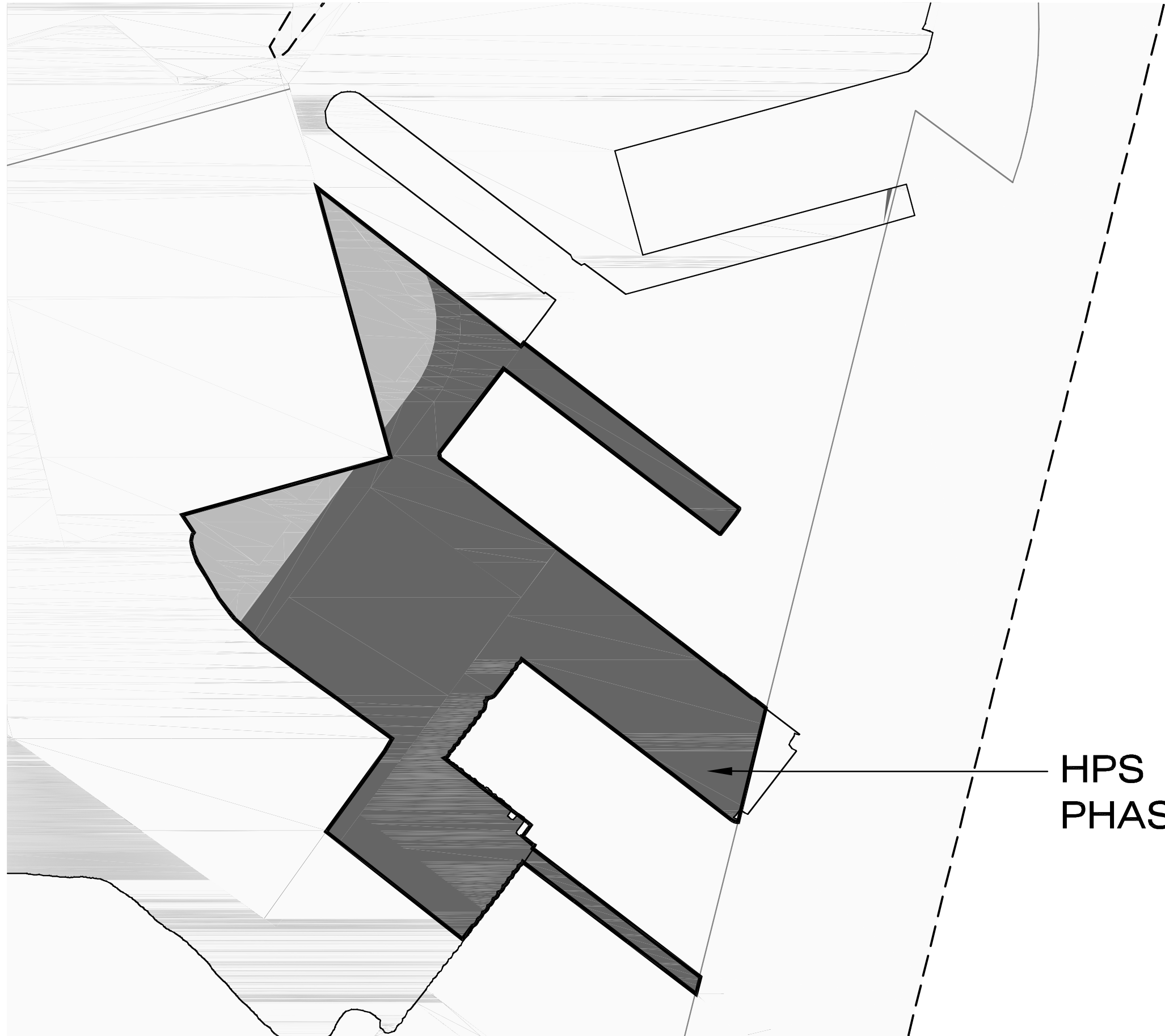
BMS DESIGN GROUP

  
07/15/2010

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**ILLUSTRATIVE PLAT OF  
PRIMARY PHASE AREAS  
SHEET 7 : HPS PHASE 3**

-  SUBJECT AREA
-  HPS PHASE 3
-  PUBLIC TRUST PARCELS
-  TRUST TERMINATION PARCELS



HPS  
PHASE 3

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


BMS DESIGN GROUP



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HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**ILLUSTRATIVE PLAT OF  
PRIMARY PHASE AREAS  
SHEET 8 : HPS PHASE 4**

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-  HPS PHASE 4
-  PUBLIC TRUST PARCELS
-  TRUST TERMINATION PARCELS



HPS  
PHASE 4





0 200 400





HUNTERS POINT SHIPYARD/ CANDLESTICK POINT PROJECT

**ILLUSTRATIVE PLAT OF  
PRIMARY PHASE AREAS  
SHEET 9 : HPS PHASE 5**

-  SUBJECT AREA
-  HPS PHASE 5
-  PUBLIC TRUST PARCELS
-  TRUST TERMINATION PARCELS






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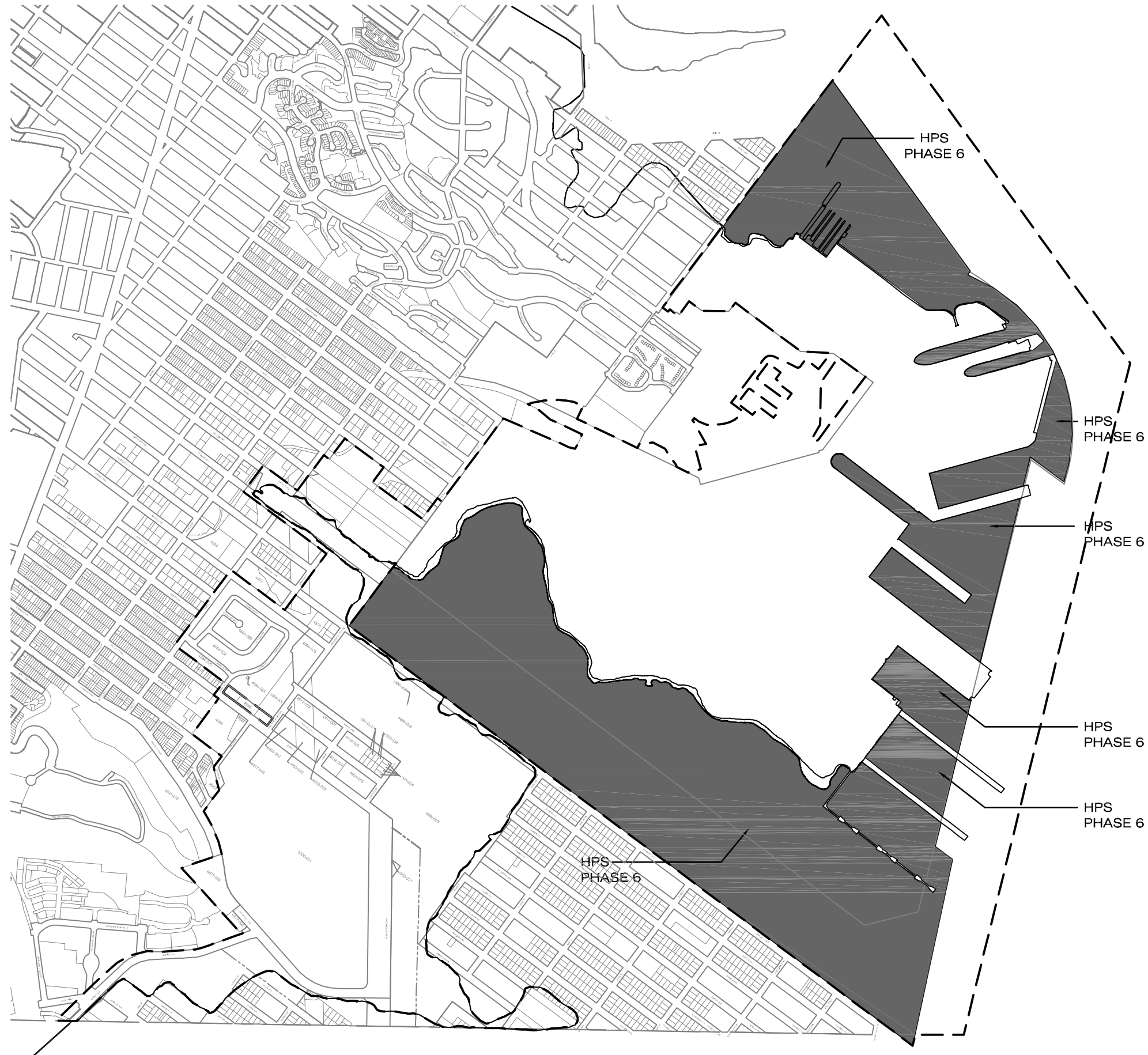
BMS DESIGN GROUP

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HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**ILLUSTRATIVE PLAT OF  
PRIMARY PHASE AREAS  
SHEET 10 : HPS PHASE 6**

-  SUBJECT AREA
-  HPS PHASE 6
-  PUBLIC TRUST PARCELS







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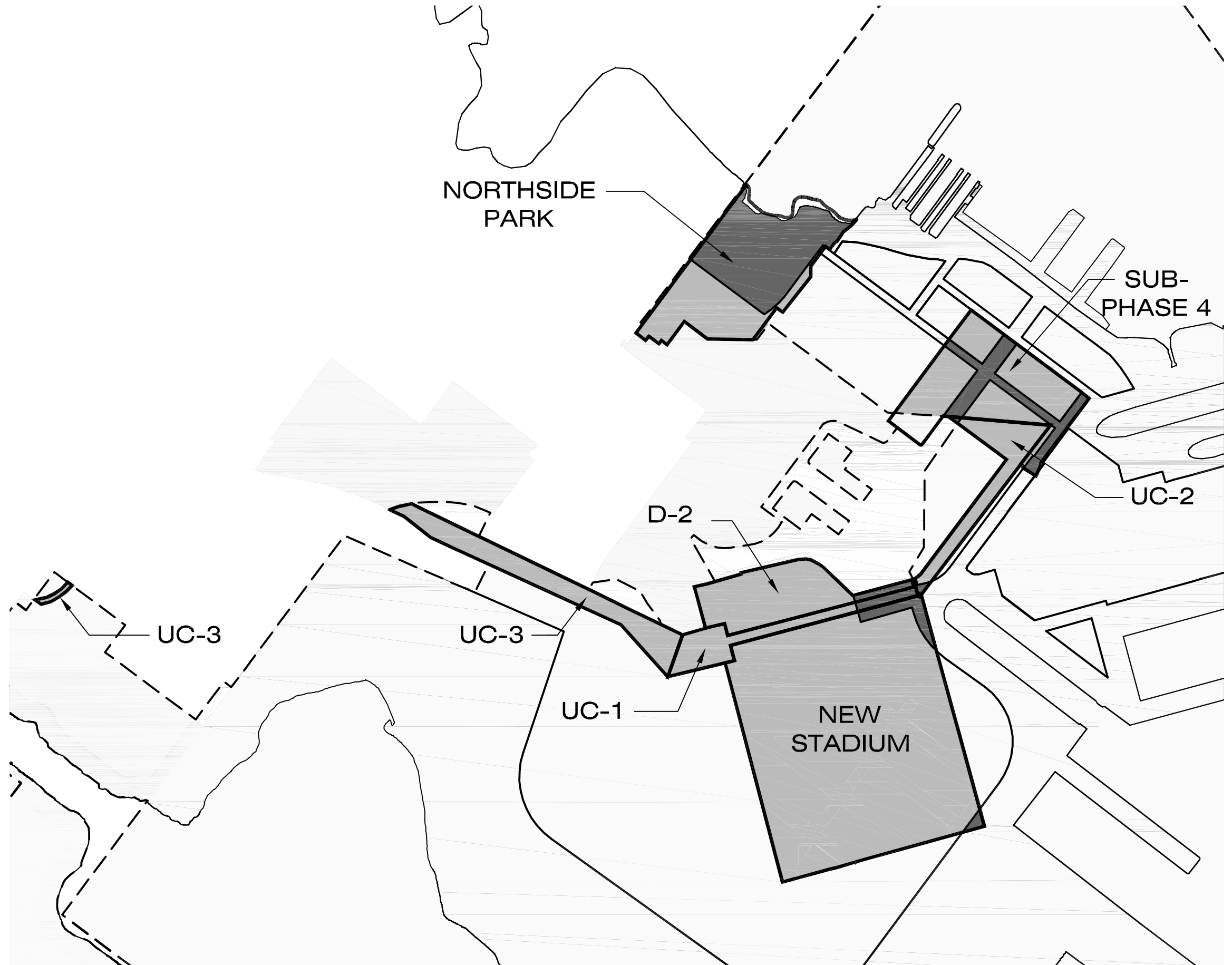
BMS DESIGN GROUP

07/15/2010

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**ILLUSTRATIVE PLAT OF  
SECONDARY PHASE AREAS  
SHEET 1**

-  SUBJECT AREA
-  SUBSEQUENT CLOSING PHASE AREAS
-  PUBLIC TRUST PARCELS
-  TRUST TERMINATION PARCELS







0 300 600

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07/16/2010

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT PROJECT

**ILLUSTRATIVE PLAT OF  
SECONDARY PHASE AREAS  
SHEET 2 : NORTHSIDE PARK**

-  SUBJECT AREA
-  NORTHSIDE PARK
-  PUBLIC TRUST PARCELS
-  TRUST TERMINATION PARCELS







0 150 300

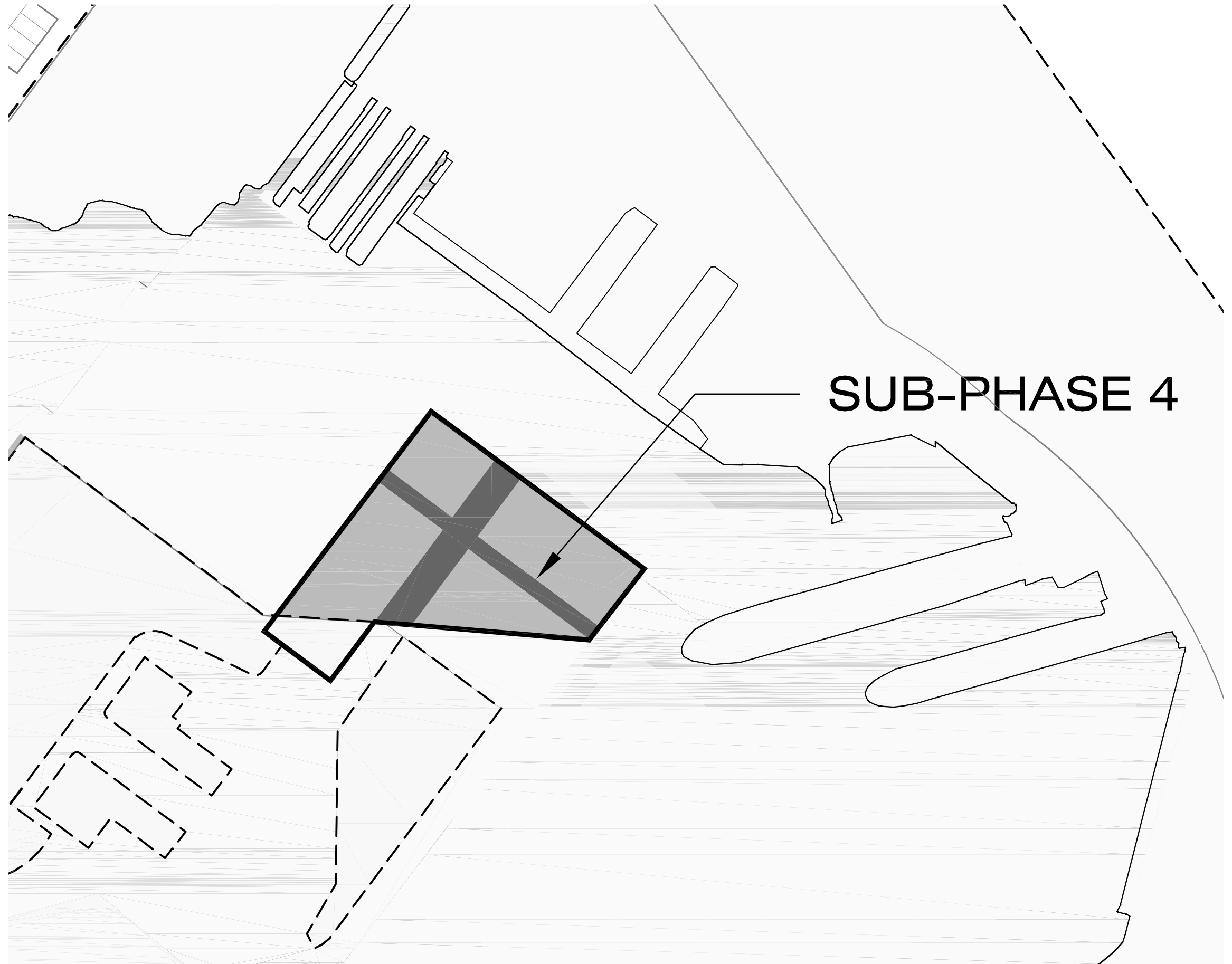
BMS DESIGN GROUP

07/15/2010

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**ILLUSTRATIVE PLAT OF  
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SHEET 3 : SUB-PHASE 4**


-  SUBJECT AREA
-  SUB-PHASE 4
-  PUBLIC TRUST PARCELS
-  TRUST TERMINATION PARCELS







**SUB-PHASE 4**

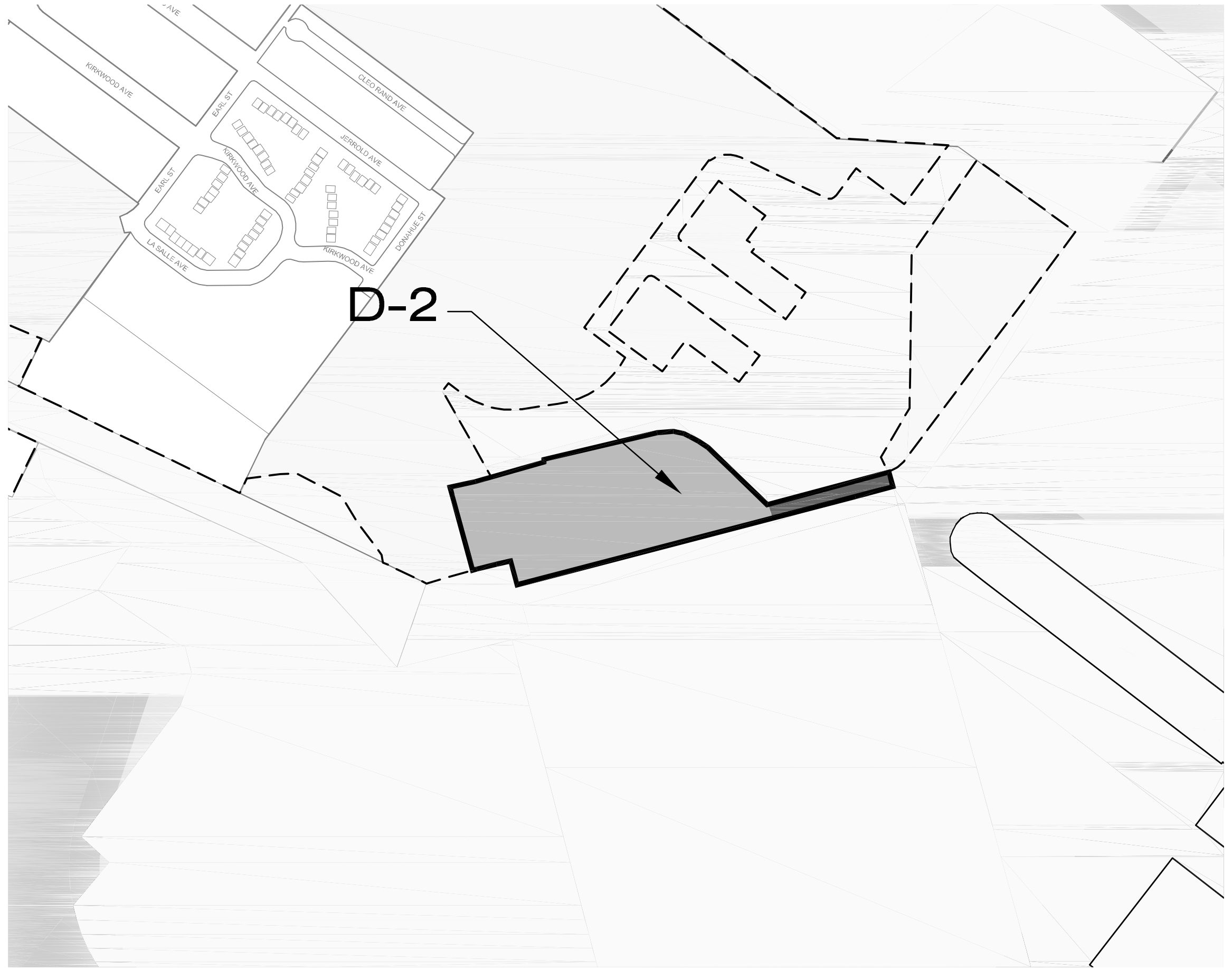
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BMS DESIGN GROUP

  
07/15/2010

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT  
**ILLUSTRATIVE PLAT OF  
SECONDARY PHASE AREAS  
SHEET 4 : D-2**

-  SUBJECT AREA
-  D-2
-  PUBLIC TRUST PARCELS
-  TRUST TERMINATION PARCELS







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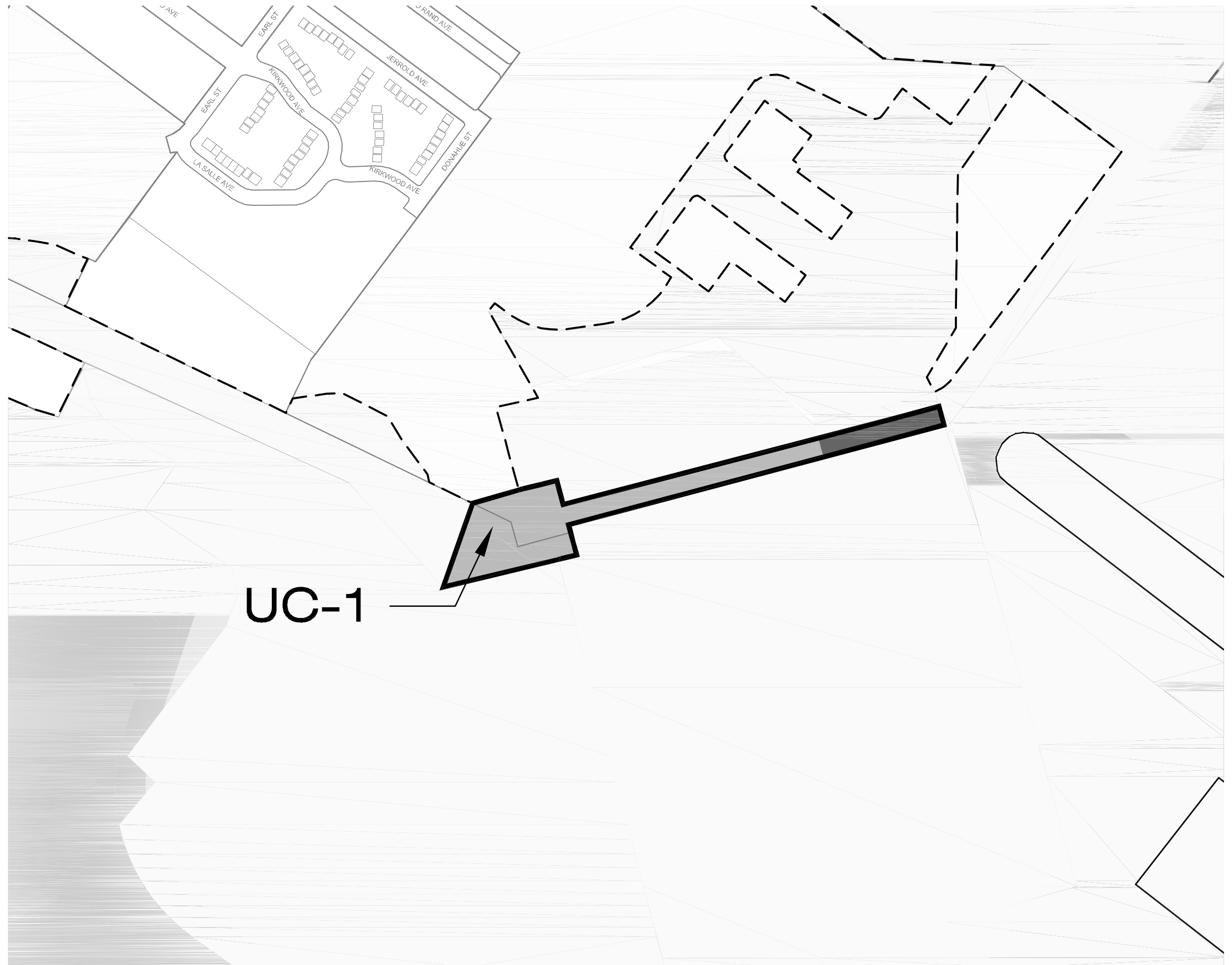
BMS DESIGN GROUP

07/15/2010

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**ILLUSTRATIVE PLAT OF  
SECONDARY PHASE AREAS  
SHEET 5 : UC-1**


-  SUBJECT AREA
-  UC-1
-  PUBLIC TRUST PARCELS
-  TRUST TERMINATION PARCELS







UC-1

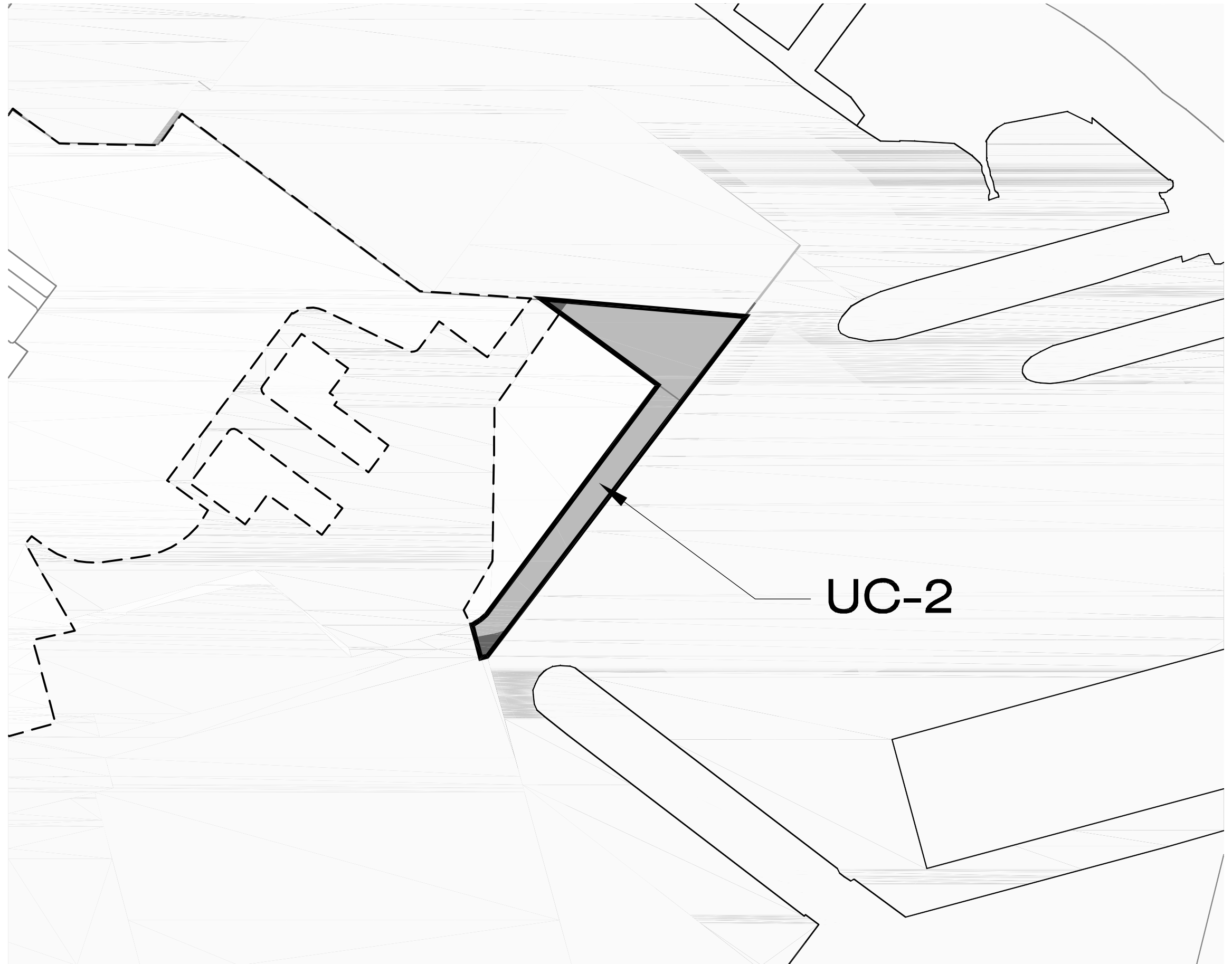
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BMS DESIGN GROUP

  
07/15/2010

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT  
**ILLUSTRATIVE PLAT OF  
SECONDARY PHASE AREAS  
SHEET 6 : UC-2**




-  SUBJECT AREA
-  UC-2
-  PUBLIC TRUST PARCELS
-  TRUST TERMINATION PARCELS





HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**ILLUSTRATIVE PLAT OF  
SECONDARY PHASE AREAS  
SHEET 7 : UC-3**

-  SUBJECT AREA
-  UC-3
-  TRUST TERMINATION PARCELS



0 200 400





BMS DESIGN GROUP



07/16/2010

HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**ILLUSTRATIVE PLAT OF  
SECONDARY PHASE AREAS  
SHEET 8 : NEW STADIUM**

-  SUBJECT AREA
-  NEW STADIUM
-  PUBLIC TRUST PARCELS
-  TRUST TERMINATION PARCELS



0 150 300

BMS DESIGN GROUP



07/16/2010



**Exhibit 49**

**Associated Phases for Secondary Phase Areas**

<b>Secondary Phase Area</b>	<b>Associated Phase</b>
UC-1	Initial Phase
UC-2	Initial Phase
UC-3	Initial Phase
D-2	Initial Phase
Northside Park	HPS Phase 1
HPS Subphase 4	HPS Phase 1 or HPS Phase 2
New Stadium	HPS Phase 1, HPS Phase 2, or HPS Phase 3



HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT  
**ILLUSTRATIVE PLAT OF  
NAVY ROW  
TRUST TERMINATION PARCELS**

-  SUBJECT AREA
-  NAVY ROW TRUST TERMINATION PARCELS







ILLUSTRATIVE PLAT OF  
PRIVATE PARCELS IN  
THE HARNEY WAY ROW



DATE: APRIL 2010



LEGEND:

-  PROPOSED PROJECT BOUNDARY
-  CP REC AREA BOUNDARY
-  PRIVATE PROPERTY
-  5000-000 BLOCK NUMBER-LOT NUMBER






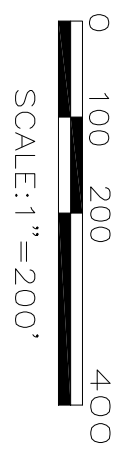
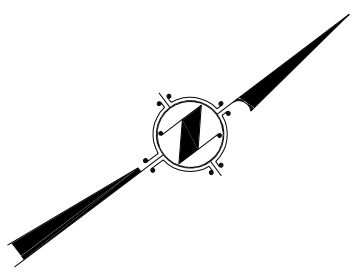
ILLUSTRATIVE PLAT OF  
PRIVATE PARCELS IN  
THE PORT SITE AREA

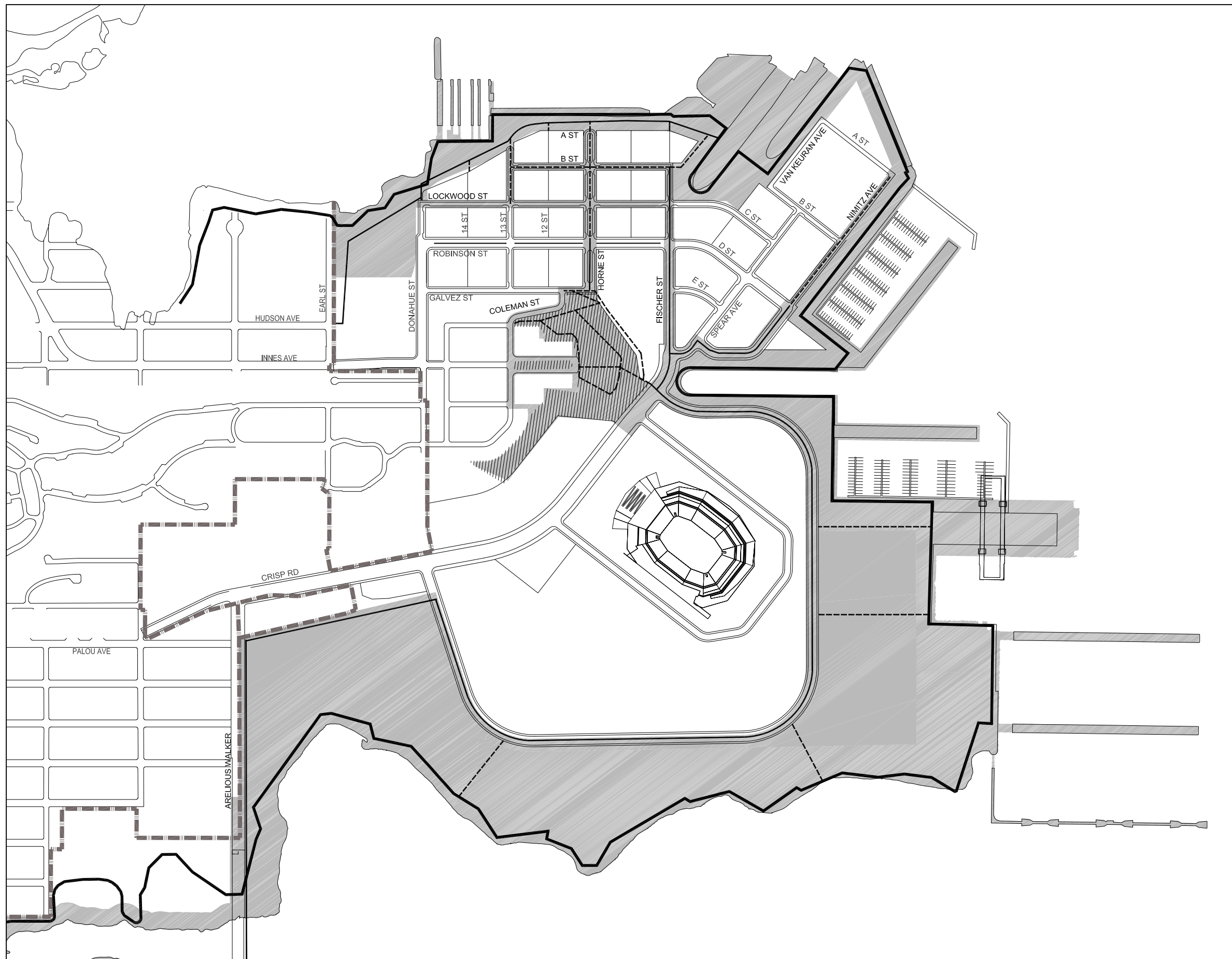


DATE: APRIL 2010

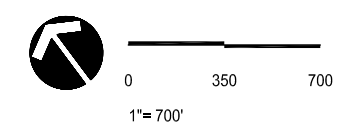


- LEGEND:
-  DEVELOPMENT BOUNDARY
  -  CP REC AREA BOUNDARY
  -  PRIVATE PARCELS
- 5000-000 BLOCK NUMBER-LOT NUMBER





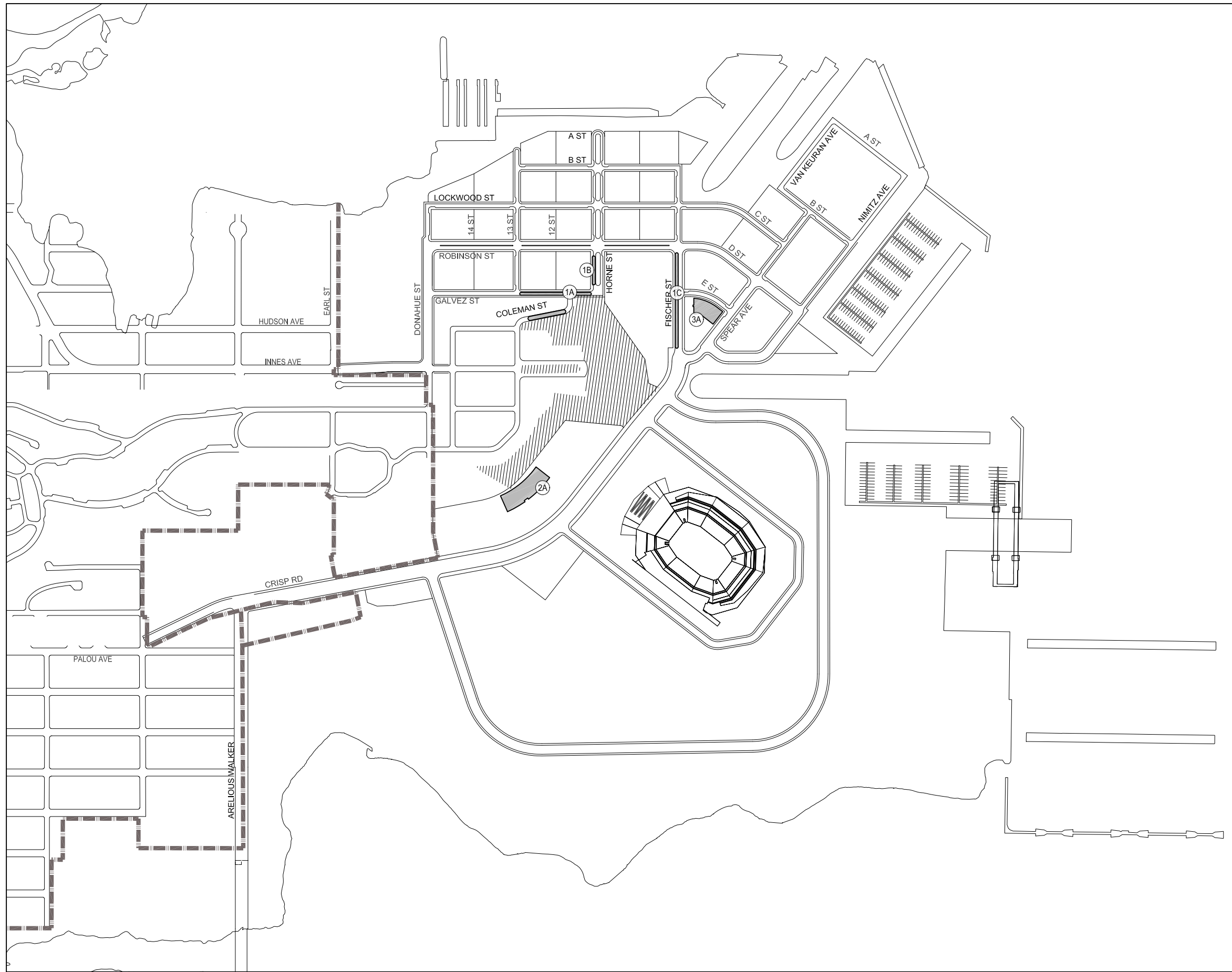
- LEGEND**
- Project Boundary
  - Public Trust Lands
  - ▨ Hillside Open Space, Hillpoint Park, and Innes Court Park
  - Bicycle & Pedestrian Facilities (including Sidewalks)
  - - - Pedestrian Facilities (Trails and Sidewalks)
  - SF Bay Trail (Bike & Ped)



**Hunters Point Shipyard  
Public Trust Facilities**

Source: RHAA, April 23, 2010

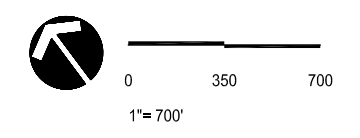




**LEGEND**  
 - - - Project Boundary  
 ■ Parking Facilities  
 ▨ Hillside Open Space, Hillpoint Park, and Innes Court Park

<b>On-Street Parking</b>	
1A	19*
1B	8*
1C	23*
Subtotal	50
<b>Surface Parking</b>	
2A	50*
Subtotal	50
<b>Parking Structure</b>	
3A	50*
Subtotal	50
<b>TOTAL</b>	<b>150</b>

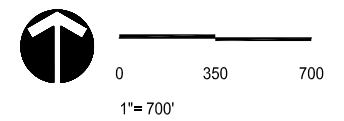
\*Parking stall counts are approximate  
 \*\* Additional stalls in commercial structures may be provided in other locations.



**Hunters Point Shipyard  
 Hillside Parking Facilities**



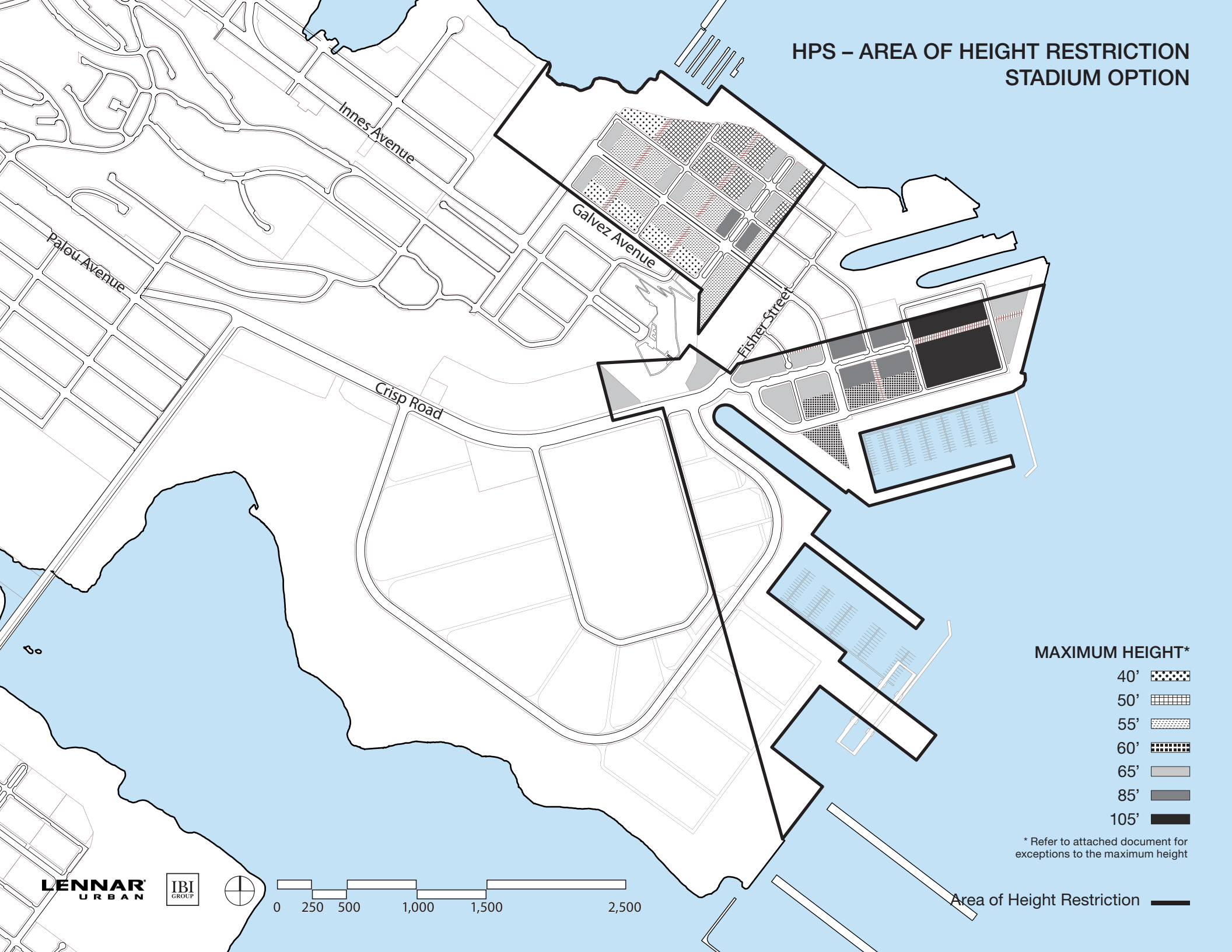
- LEGEND**
- Project Boundary
  - █ Public Trust Lands
  - Bicycle & Pedestrian Facilities (including Sidewalks)
  - - - Pedestrian Facilities (Trails and Sidewalks)
  - SF Bay Trail (Bike & Ped)
  - \* Major Transit Stops



**Candlestick Point  
Public Trust Facilities**

Source: RHAA, April 23, 2010

# HPS – AREA OF HEIGHT RESTRICTION STADIUM OPTION

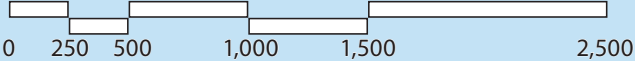


**MAXIMUM HEIGHT\***

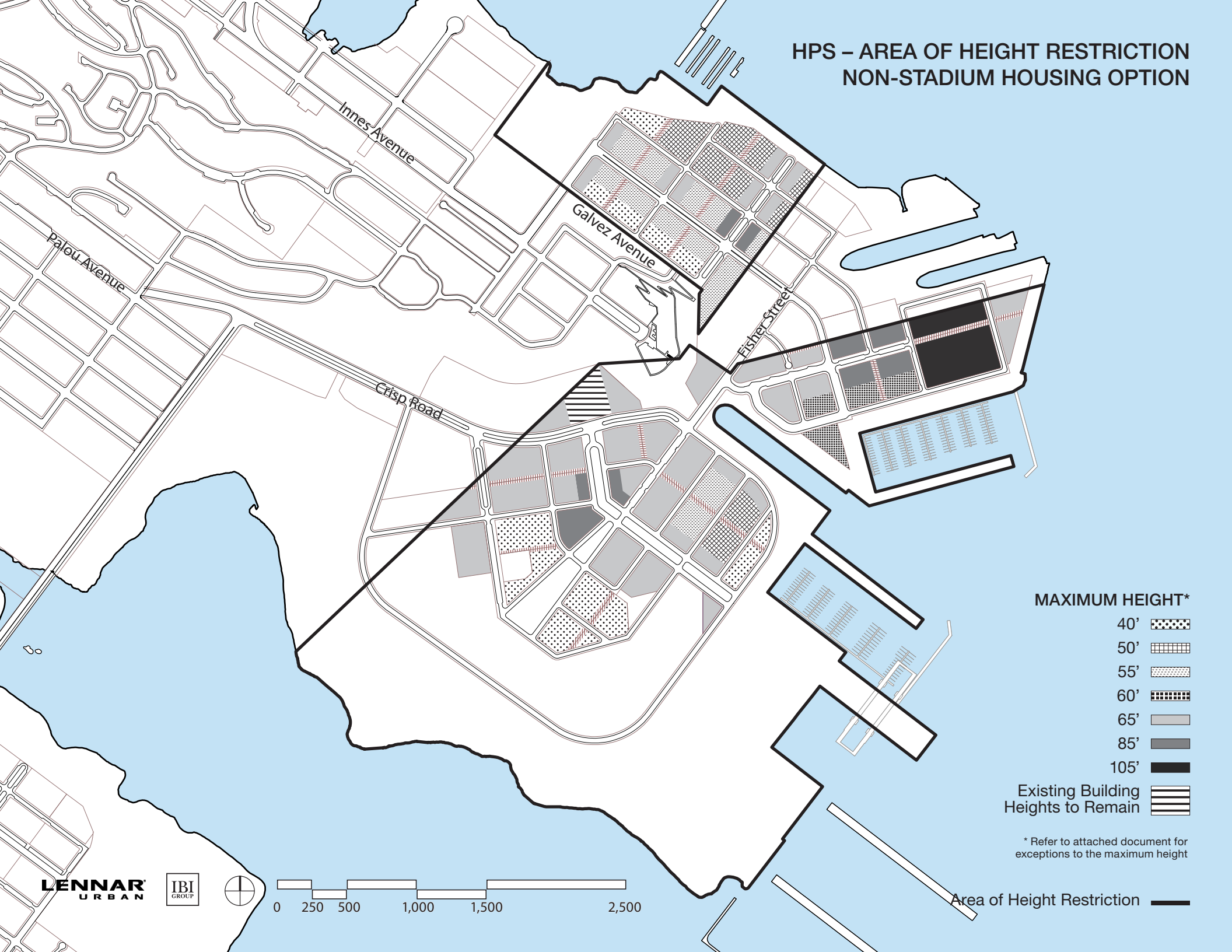
- 40'
- 50'
- 55'
- 60'
- 65'
- 85'
- 105'

\* Refer to attached document for exceptions to the maximum height

Area of Height Restriction



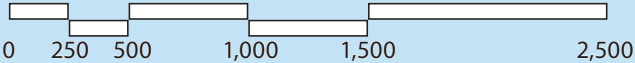
**HPS – AREA OF HEIGHT RESTRICTION  
NON-STADIUM HOUSING OPTION**



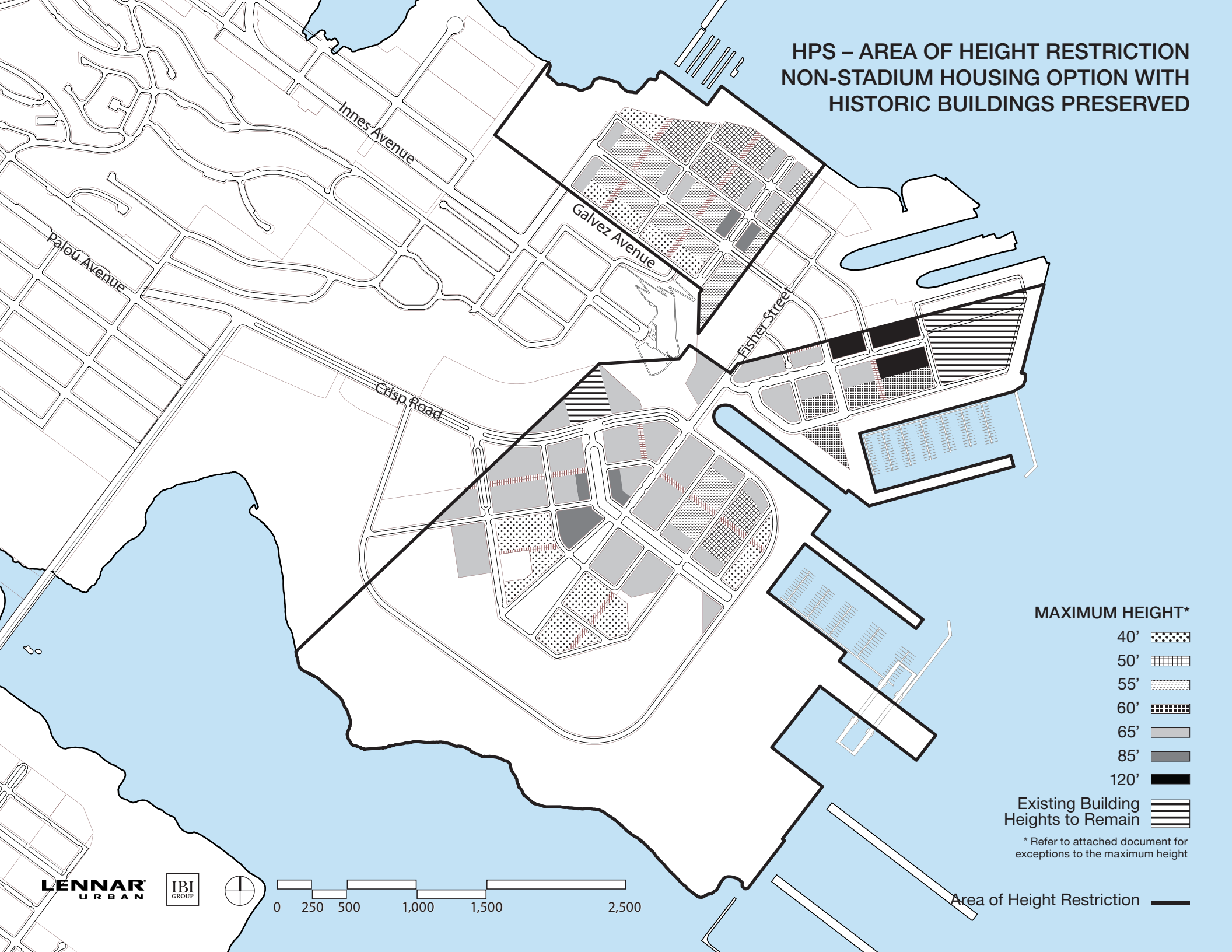
**MAXIMUM HEIGHT\***

- 40'
- 50'
- 55'
- 60'
- 65'
- 85'
- 105'
- Existing Building Heights to Remain

\* Refer to attached document for exceptions to the maximum height



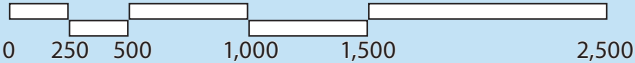
**HPS – AREA OF HEIGHT RESTRICTION  
NON-STADIUM HOUSING OPTION WITH  
HISTORIC BUILDINGS PRESERVED**



**MAXIMUM HEIGHT\***

- 40'
- 50'
- 55'
- 60'
- 65'
- 85'
- 120'
- Existing Building Heights to Remain

\* Refer to attached document for exceptions to the maximum height

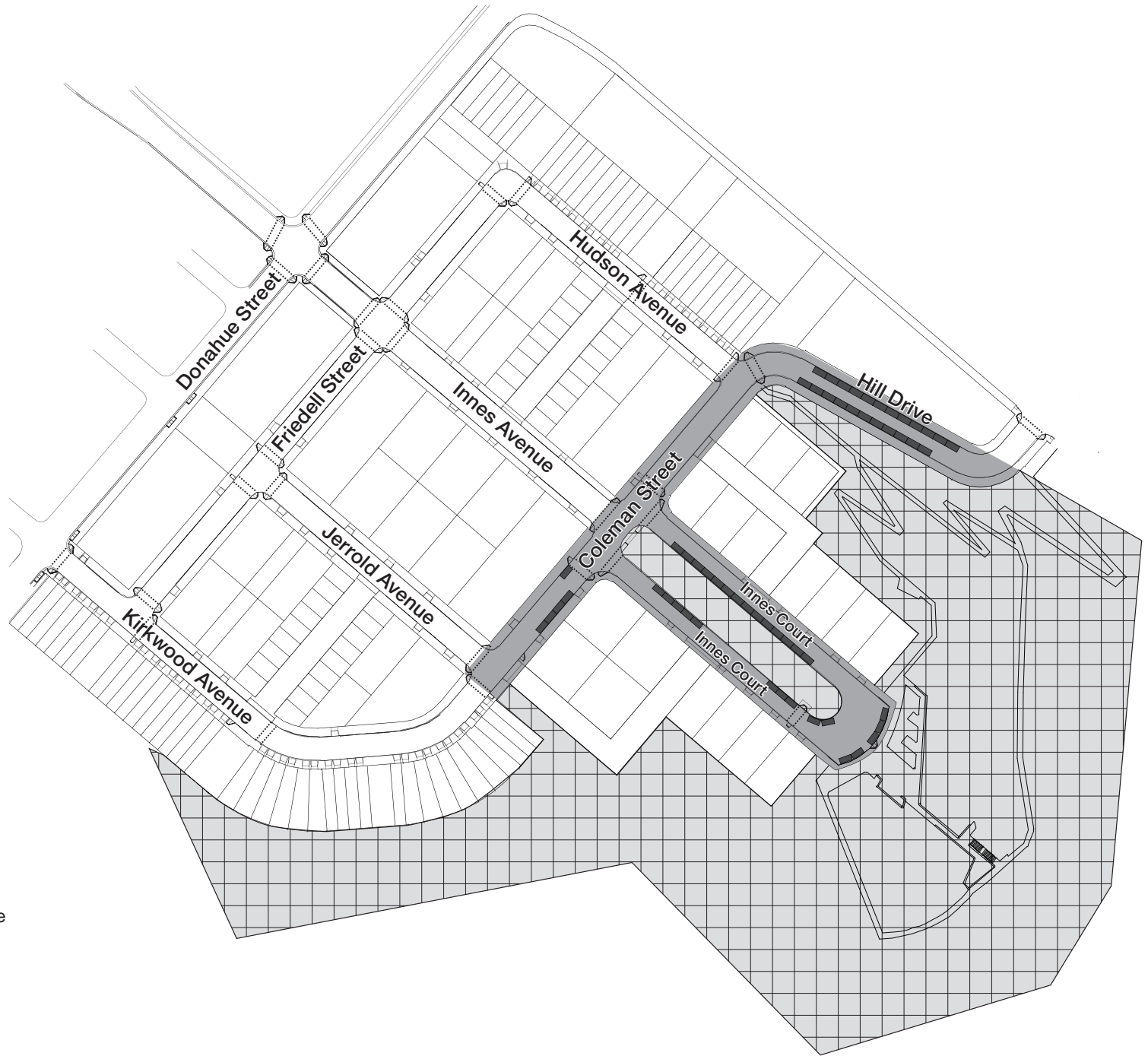



## **Height Measurement Exceptions**


The following appurtenant structures are exempt from building height measurements provided their height, measured from the top of the roof, does not exceed 10 ft or other height as noted:


- Ornamental architectural features, such as turrets, parapets, corner towers, or other accentuating features provided they conform to Proposition K regulations where required.
- Mechanical and roof mounted elevator core equipment to a maximum of 18 ft, provided their combined coverage does not exceed 30% of the building roof area. • Architectural and landscape screening designed to conceal mechanical and roof mounted equipment.
- Sustainability elements, such as photovoltaic cells, small-scale wind turbines suitable for residential development, storm water catchment / treatment equipment, solar water heating equipment.
- Enclosed amenity spaces to a height of 12 ft where roof is designed as an accessible outdoor common area if coverage of enclosed amenity space is no more than 20% of building roof area.

# HILLTOP PARKING



 Parks in Public Trust

 Streets in Public Trust


 Approximate Number and Location of Public Parking Spaces on Public Trust Streets<sup>1</sup>

<sup>1</sup> Trust Parking Spaces will be available to the public and will not be restricted for residential parking

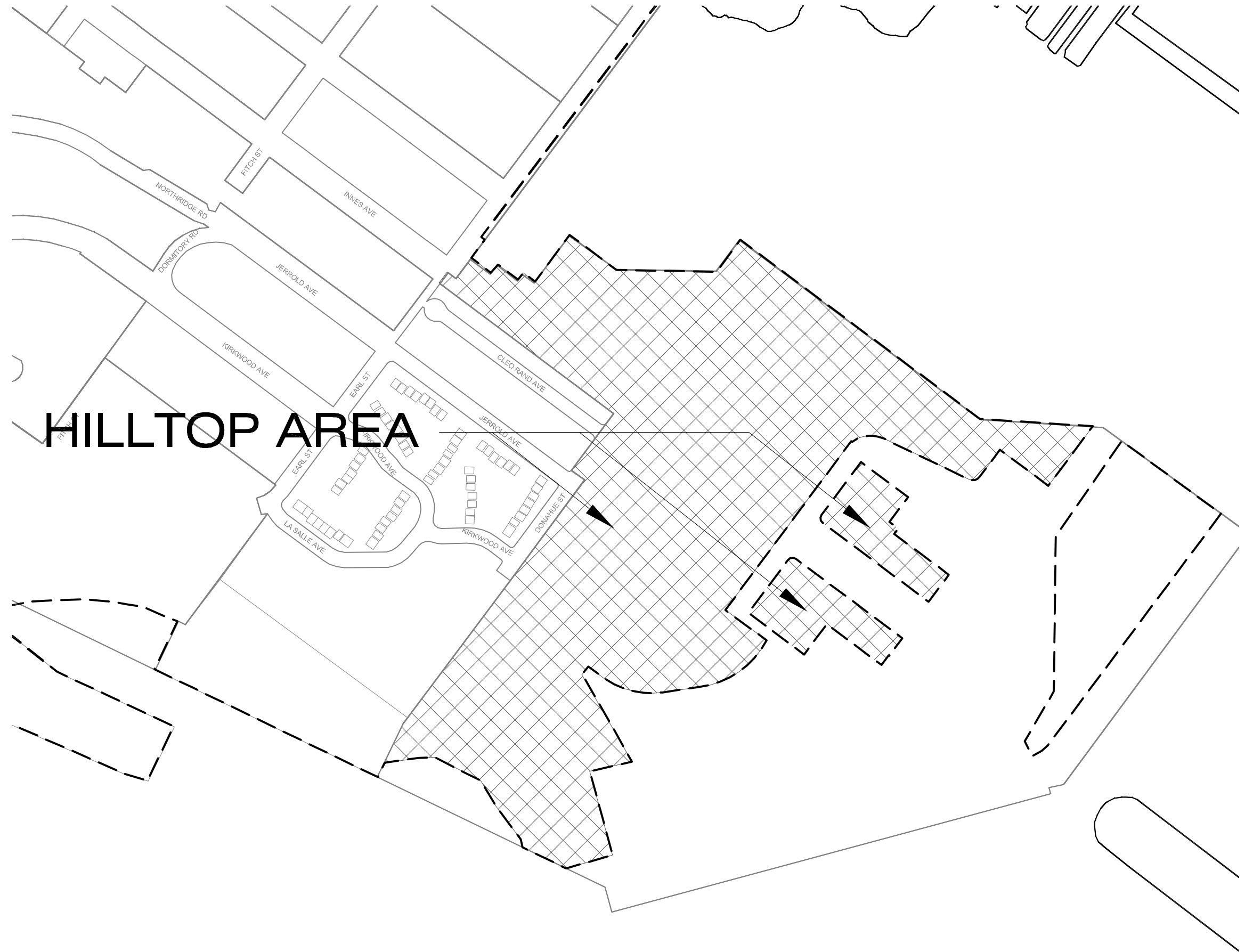


HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT

**ILLUSTRATIVE PLAT OF  
HILLTOP AREA**

 SUBJECT AREA

 HILLTOP AREA



**HILLTOP AREA**


0 150 300





HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT



**ILLUSTRATIVE PLAT OF  
YOSEMITE SLOUGH ADDITION  
PUBLIC TRUST PARCELS**

 SUBJECT AREA

 YOSEMITE SLOUGH PUBLIC TRUST PARCELS



HUNTERS POINT SHIPYARD/ CANDLESTICK POINT  
PROJECT  
**ILLUSTRATIVE PLAT OF  
YOSEMITE SLOUGH ADDITION  
TRUST TERMINATION PARCELS**

-  SUBJECT AREA
-  YOSEMITE SLOUGH ADDITION  
TRUST TERMINATION PARCELS



4877

**Exhibit 59**  
**Form of Harney Way Lease**  
*to be inserted*

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**Exhibit 60**  
**List of Defined Terms**  
*(to be revised)*

<b>Defined Term</b>	<b>Section Containing Definition</b>
1958 Act	Recital J
1958 Patent	Recital J
1984 Quitclaim	Recital L
49ers	Recital J
49ers Lease	Recital J
Affected Party	Section 5.1
Agency	Preamble
Agreement	Preamble
City	Preamble
City Rec/Park	Recital J
Claims	Section 19.1
Closing Phase	Recital W
Commission	Preamble
Conceptual Framework	Recital P
Covered Trust Lands	Section 19.1
CPSRA	Recital L
Developer	Recital H
Escrow Agent	Section 16.1 (a)
Exchange	Recital C
Former Tidelands	Recital N
Hilltop Area	Section 14
Historic Uplands	Recital N
Hunters Point Reclamation District Act	Recital N
Initial Closing Phase	Recital W
Lease Quitclaim	Recital T (iv)
LWCF	Recital FF
LWCF Replacement Commitment	Recital FF
Owner	Section 19.2
Parcel Boundary Adjustment	Section 5
Park Agreement	Recital Z
Party or Parties	Preamble
Port	Preamble
Project	Recital R
Public Trust	Recital A
Rec/Park Land Transfer Agreement	Recital J
Recipient	Section 19.2
Reversionary Interest	Recital L
SB 792	Preamble
Shipyards	Recital A
State	Recital F
State Parks	Preamble
Statewide Interest Restriction	Recital J

**Exhibit 60**  
**List of Defined Terms**  
*(to be revised)*

Statutory Trust	Recital S
Subject Area	Recital A
Subsequent Closing Phase	Recital X
Tidelands	Recital A

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