

Approval resolutions for The South Interagency Cooperation Agreement are as follows:

- San Francisco Redevelopment Agency Resolution No. 193-98, at Tab 29 of Volume Seven
- San Francisco Planning Commission Resolution No. 14706, at Tab 41 of Volume Seven
- San Francisco Port Commission Resolution No. 98-95, at Tab 51 of Volume Seven
- San Francisco Public Transportation Commission Resolution No. 98-083, at Tab 56 of Volume Seven
- San Francisco Public Utilities Commission Resolution No. 98-0238, at Tab 60 of Volume Seven
- San Francisco Building Inspection Commission Resolution No. BIC081.98, at Tab 63 of Volume Seven
- San Francisco Board of Supervisors Ordinance No. 335-98, At Tab 82 of Volume Seven

MISSION BAY SOUTH
INTERAGENCY COOPERATION AGREEMENT

THIS MISSION BAY SOUTH INTERAGENCY COOPERATION AGREEMENT (this "Agreement") dated as of November 16, 1998, is between the CITY AND COUNTY OF SAN FRANCISCO, a charter city and county (the "City") and the REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic of the State of California (together with any successor public agency designated by or pursuant to law, the "Agency"). Unless otherwise defined in this Agreement, all initially capitalized terms used in this Agreement shall have the meanings given them in the Mission Bay South Redevelopment Plan (as described in Paragraph A of the Recitals, below) or in the South OPA (as described in Paragraph C of the Recitals, below), as the case may be.

THIS AGREEMENT is made with reference to the following facts and circumstances:

A. In accordance with the Community Redevelopment Law of California (Health & Safety Code Section 33000 et seq.), the City, acting through its Board of Supervisors, has approved a Redevelopment Plan for the Mission Bay South Redevelopment Project and this Agreement by Ordinance No. 335-98 adopted by the Board and approved by the Mayor on November 2, 1998. The Redevelopment Plan, as it may be amended, is referred to as the "Mission Bay South Redevelopment Plan."

B. The Mission Bay South Redevelopment Plan provides for the redevelopment, rehabilitation and revitalization of the area generally bounded by the China Basin Channel and Seventh Street, Interstate 280, Mariposa Street, Terry Francois Boulevard and Third Street and containing approximately two hundred thirty eight (238) acres of land, as more particularly described in such plan (the "South Plan Area"). At the center of the South Plan Area is an approximately forty three (43)-acre biomedical campus for the University of California at San Francisco, containing approximately two million six hundred fifty thousand (2,650,000) square feet of instruction, research and administration space, plus associated parking and loading uses. The Mission Bay South Redevelopment Plan describes a mixed-use development on property owned by Owner, the Agency and the City comprised of up to approximately three thousand ninety (3,090) units of housing, including both market-rate and affordable rental and for-sale units, approximately thirty-five (35) acres of public open space (including approximately two (2) acres on Port property immediately to the east of the South Plan Area that would be required to be improved in conjunction with adjacent development in the South Plan Area), up to approximately three hundred two hundred thirty thousand (230,000) square feet of retail space, up to approximately five million (5,000,000) Leasable square feet of mixed research and development, office and light manufacturing uses, an approximately five-hundred (500) room hotel and related facilities such as banquet and conference rooms, and parking and loading uses. In addition, approximately thirty thousand (30,000) Leasable square feet of local retail uses could be developed on Agency Affordable Housing Parcels and approximately thirteen thousand six hundred (13,600) Leasable square feet of retail uses could be constructed on Port property in a portion of the new Bayfront park. The Mission Bay South Redevelopment Plan further provides

for development of a new public elementary or secondary school on an approximately two and two tenths (2.2) acre site within the UCSF campus area and construction of a new combined City police and fire facility on an approximately one and five tenths (1.5) acre site east of Third Street. In addition to the approximately thirty-five (35) acres of open space described above, the Mission Bay South Redevelopment Plan provides for approximately eight (8) acres of public open space in the UCSF campus area. The project description and land use plan for the South Plan Area are attached as Exhibit A to this Agreement.

C. In order to facilitate the implementation of the Mission Bay South Redevelopment Plan, the Agency and Catellus Development Corporation, a Delaware corporation ("Catellus") are entering into or have entered into a Mission Bay South Owner Participation Agreement (the "South OPA"), dated as of November 16, 1998, regarding the development of Improvements within the South Plan Area by Catellus and its Transferees permitted under the South OPA (the "Owner"). In accordance with the terms and conditions of the South OPA, the Owner will develop the Improvements in the South Plan Area in Major Phases. Each of the Major Phases will contain subphases, including individual building Projects. The Owner will have the flexibility to determine the number and size of the Major Phases and subphases in order to respond to market conditions and available financing. The South OPA sets forth phasing principles that will govern the Owner's development in the South Plan Area, including, without limitation, linkages relating to affordable housing, open space and infrastructure requirements. The Mission Bay South Redevelopment Plan and its implementing documents, including, without limitation, the South OPA, the Design for Development and the Mission Bay Subdivision Ordinance and regulations adopted thereunder, are referred to in this Agreement individually and collectively as the "Plan Documents."

D. In conjunction with its development of the South Plan Area, the Owner shall construct and improve Infrastructure in accordance with the Infrastructure Plan, a copy of which is attached as Exhibit B to this Agreement. Under the Infrastructure Plan, the Owner shall generally construct Infrastructure Improvements in phases as it builds adjacent development Projects. In addition, the Infrastructure Plan establishes thresholds or triggers for certain major transportation and other Infrastructure Improvements in particular instances where such linkages to adjacent development may not be adequate to address Infrastructure needs associated with the development of a Major Phase or Project. In order to provide for the implementation of the Infrastructure Plan consistent with the Mission Bay South Redevelopment Plan, the Mission Bay Subdivision Ordinance is being adopted concurrently herewith, and subdivision regulations are being adopted thereunder.

E. The redevelopment of the South Plan Area by the Owner in accordance with the Plan Documents affords numerous public benefits for the City and County and its residents. Such public benefits include, without limitation, the revitalization of the South Plan Area, which is currently blighted, and the elimination of the blighting influences, the provision of substantial new affordable housing, the provision of a variety of publicly accessible open space, the creation and enhancement of public access to the waterfront, and the creation of jobs, including employment opportunities for economically disadvantaged individuals.

F. Under Section 33220 of the Community Redevelopment Law, certain public bodies, including the City, are authorized to aid and cooperate, with or without consideration, in the planning, undertaking, construction or operation of redevelopment projects. As used in this Agreement, references to the "City" or to "City Agency" or "City Agencies" shall, where appropriate, include all City departments, agencies, boards, commissions and bureaus with subdivision or other permit, entitlement or approval authority or jurisdiction over any Major Phase or individual Project in the South Plan Area, or any portion thereof, including, without limitation, the Port Commission (the "Port"), the City Administrator, the Department of Public Works, the Public Utilities Commission, the Planning Commission, the Public Transportation Commission, the Parking and Traffic Commission, the Building Inspection Commission, the Public Health Commission, the Fire Commission and the Police Commission, together with any successor City agency, department or officer designated by or pursuant to law.

G. Pursuant to Sections 33220, 33343, 33344 and 33370 of the Community Redevelopment Law, and in order to promote development in accordance with objectives and purposes of the Mission Bay South Redevelopment Plan and the Plan Documents, the City and the Agency wish to enter into this Agreement to provide for their cooperation in administering the process for control and approval of subdivisions and all other applicable land use, development, construction, improvement, infrastructure, occupancy and use requirements and in establishing the City Regulations, policies and procedures relating to such approvals, and to declare the City's intent to undertake and complete actions and proceedings necessary to be carried out by the City under the Mission Bay South Redevelopment Plan and Plan Documents.

ACCORDINGLY, in consideration of the public benefits and other matters described in the foregoing recitals, the covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the City and Agency agree as follows:

1. Purpose of this Agreement. The purpose of this Agreement is to facilitate the implementation of the Mission Bay South Redevelopment Plan and the development of the South Plan Area in accordance with the Mission Bay South Redevelopment Plan and the Plan Documents. The parties agree that the development of the South Plan Area pursuant to the Mission Bay South Redevelopment Plan and the Plan Documents is in the best interests of the City and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws. This Agreement is intended to provide the framework for cooperation among the City Agencies and the Agency in accordance with the Mission Bay South Redevelopment Plan and the Plan Documents with respect to the review and approval of Major Phase and Project authorizations in the South Plan Area and, where appropriate, to facilitate cooperation of the City Agencies in issuance of those permits, approvals, agreements and entitlements at each applicable stage of development of the Project. The Agency and the City acknowledge and agree that this Agreement is entered into for their benefit and for the express benefit of the Owner, that the Owner is entitled to rely on this Agreement, receive benefits conferred by this Agreement and enforce any provision of this Agreement against any party to this Agreement; provided, however, neither the Agency or the City shall be liable to the Owner for damages, except as between the Owner and the Agency under the South OPA, as

further provided in Section 14.2 below. The parties further intend that during the term of this Agreement, the Owner shall be entitled to develop its property within the South Plan Area in accordance with this Agreement, the Mission Bay South Redevelopment Plan and the Plan Documents.

2. Cooperation. Pursuant to Sections 33220, 33343, 33344 and 33370 of the Community Redevelopment Law, the City shall aid the Agency, and the City and the Agency shall cooperate with one another, in carrying out the Mission Bay South Redevelopment Plan and the Plan Documents and shall, for the term of this Agreement, undertake and complete all actions or proceedings necessary or appropriate to ensure the continued fulfillment of the objectives of the Mission Bay South Redevelopment Plan and the Plan Documents, including, without limitation, preventing the recurrence or spread of conditions causing blight in the South Plan Area. Except as otherwise provided in the Infrastructure Plan, the Environmental Investigation and Response Program, the Tax Allocation Agreement and the Mitigation Monitoring Plan adopted pursuant to CEQA, nothing in this Section or elsewhere in this Agreement with regard to such cooperation shall obligate any of the City Agencies to expend any sums of money or incur any costs (other than administrative costs, subject to the Owner's obligation to pay or reimburse such costs, as part of Agency Costs, in accordance with the South OPA).

2.1 Expeditious Processing of Approvals. The City Agencies and the Agency shall process with due diligence all submissions and applications by the Owner for permits, approvals, agreements and other entitlements for the redevelopment of the South Plan Area that are necessary to carry out the Mission Bay South Redevelopment Plan (including without limitation, all Project and Major Phase reviews and approvals, all subdivision and map approvals, all approvals of construction documents and construction and occupancy permits and all other permits required for a Project), in accordance with the Mission Bay South Redevelopment Plan and the Plan Documents, provided such obligation of the City Agencies and the Agency shall be subject to their acceptance of such submissions and applications as complete and further provided that such obligation shall be subject to the provisions of Section 2.3 below. The City Agencies and the Agency shall treat the redevelopment of the South Plan Area contemplated by the Mission Bay South Redevelopment Plan and the Plan Documents as a priority project for the City and the Agency, respectively, with a need for expeditious processing of Major Phase and other plan reviews, design and construction document reviews, permit applications, subdivision map applications, and other governmental approvals, when application is made for such approvals by the Owner.

(a) Major Phase Approvals. The Agency shall advise applicable City Agencies of any pre-submission conference for an application for a Major Phase approval and shall afford such City Agencies an opportunity to participate in such conference. The Agency shall deliver to all applicable City Agencies a copy of the Owner's Concept Plans submission for a Major Phase approval, within three (3) days after the Agency certifies that it has received a completed application in accordance with the Design Review and Document Approval Procedure. All such City Agencies shall provide the Executive Director of the Agency (the "Agency Director") with their comments on the submission as soon as reasonably possible but no later than fifty (50) days after the Agency's certification of a completed application.

(b) Project Approvals. The Agency shall advise applicable City Agencies of any pre-submission conference for an application for a Project approval and shall afford such City Agencies an opportunity to participate in such conference. The Agency shall deliver to all applicable City Agencies a copy of the Owner's submission of Basic Concept Design for approval of a Project, within three (3) days after the Agency certifies that it has received a completed application in accordance with the Design Review and Document Approval Procedure. All such City Agencies shall provide the Agency Director with their comments on the submission as soon as reasonably possible but no later than forty (40) days after the Agency's certification of a completed application. If the Owner submits an application for approval of a Project at the same time as it submits an application for approval of the Major Phase in which the proposed Project will be located, then the period for response for City Agencies under this subsection shall be extended, to the extent necessary, to up fifty (50) days after the Agency's certification of a complete application for the Major Phase. If the Owner submits an application for approval of a Project at any time before the Major Phase of which the Project is a part is approved, then the City Agencies specified above in this subsection shall provide their comments to the Agency no later than ten (10) days following approval of the Major Phase or forty (40) days following the Agency's certification of a completed application for the Project approval, depending on which period of time the Agency specifies in its request for comments delivered to the City Agencies.

(c) Design Review. Design review of Major Phases and Projects shall be performed by the Agency pursuant to the Design Review and Document Approval Procedure attached to the South OPA, subject to the following:

(i) Port. The Port shall have the right to review and approve the design for public open space to be constructed by the Owner in accordance with the South OPA on land held under the jurisdiction of the Port Commission and impressed with the Burton Act trust ("Port Open Space"). Such design review shall apply the standards set forth in the Mission Bay South Redevelopment Plan and the Plan Documents. The Port's review and approval of design of Port Open Space means and requires: (i) review and approval of the design by the Port Commission at the stage of (A) submission by the Owner of an application for approval of a Major Phase and (B) submission by the Owner of Basic Concept Design Drawings for a Project; and (ii) review and approval of Schematic Design and Design Development Documents by the Port's Executive Director. In each instance, the Port shall approve, disapprove, or conditionally approve the design, in writing, within the time frames established under this Agreement. If the Port disapproves the design in whole or in part, the Port shall state the reason or reasons and recommend changes or make other recommendations, in writing to the Agency and the Owner. Any such reasons for disapproval or recommended changes must be in conformity with the Mission Bay South Redevelopment Plan and the Plan Documents. To the extent practicable, the Port Commission, where entitled to review of design of Port Open Space, shall consider design at a joint hearing with the Agency. Notwithstanding anything to the contrary above, if the Port-owned property constitutes a relatively insignificant portion of an Open Space Parcel, the Port's design approval rights shall apply only to the portion of the open space Improvements to be built on the Port-owned property. Final Construction Documents for a Project shall be consistent with

the design previously approved by the Port.

(ii) Planning. The Director of the Department of Planning (“Planning Director”) shall review and comment on the proposed design of Major Phases and Basic Concept Design Drawings for Projects. The Planning Director may provide any comments or recommendations, which must be consistent with the Mission Bay South Redevelopment Plan and Plan Documents, to the Agency Director within the time periods specified in Sections 2.1(a) and (b) for response by City Agencies. Except as otherwise provided in Section 304.11 of the Mission Bay South Redevelopment Plan, the review by the Planning Director or Planning Commission shall be advisory only.

(d) Review of City Permits by Agency. All City permits, including, but not limited to, Building Permits and permits issued by the Department of Public Works, shall be referred to the Agency for review for compliance with the Mission Bay South Redevelopment Plan and Plan Documents, including any applicable requirements pursuant to CEQA (as defined in Section 8.2), in accordance with the Design Review and Document Approval Procedure.

2.2 Specific Actions by the City. Subject to Section 2.3 below and without limiting the general provisions of this Agreement regarding the City’s cooperation in the process for implementation of the Mission Bay South Redevelopment Plan and the Plan Documents, actions and proceedings by the City in accordance with this Agreement shall include (but not be limited to) the following:

(a) The institution and completion of proceedings for opening, closing, vacating, widening or changing the grades of streets, roads, alleys, sidewalks and other public rights-of-way and for other necessary modifications of the streets, the street layout and other public rights-of-way in the South Plan Area. Such action by the City shall include the requirements of abandonment, removal and relocation by the public utility companies (and, when applicable, City utilities) of their operations within the public rights-of-way as necessary to carry out the Mission Bay South Redevelopment Plan and the Plan Documents, provided that nothing in this Agreement shall be construed to require the cost of such abandonment, removal or relocation to be borne by others than those legally required to bear such cost.

(b) The provision of assistance to the Agency in carrying out the Mission Bay South Redevelopment Plan and the Plan Documents as set forth in this Agreement and in any memoranda of understanding or other agreements among the City Agencies or the City and the Agency that may be entered into in furtherance of this Agreement.

(c) During the term of the Mission Bay South Redevelopment Plan, the revision of the City’s General Plan, zoning, subdivision and other land use or building regulations or ordinances if and to the extent necessary for the uses, development and construction of the Project developed pursuant to the Mission Bay South Redevelopment Plan and the Plan Documents.

(d) The acquisition of land and Infrastructure or other improvements from the

Agency or the CFD (or similar financing device), and pursuant to the Financing Plan the institution and completion of proceedings for acceptance of a dedication of property or of completed Infrastructure if such Infrastructure has been constructed to City standards in accordance with the Infrastructure Plan and the Financing Plan. The procedures for the payment and construction of the Infrastructure shall be governed by the Financing Plan, including the Acquisition Agreement contemplated thereby.

(e) Cooperation in relocating and terminating any rail franchises as necessary to implement the Mission Bay South Redevelopment Plan and the Infrastructure Plan.

(f) Compliance with the principles regarding Hazardous Substances that are set forth in the Environmental Investigation and Response Program, to the extent such principles are applicable to the City (including its Port) and implementation of those obligations imposed by the Environmental Investigation and Response Program on the City either as "City" or as owner of a parcel.

(g) Cooperation with the Owner and the Agency, at the request of the Owner, in the acquisition of certain property located outside of the South Plan Area and needed for the implementation of certain Infrastructure described in the Infrastructure Plan. Subject to the following provisions of this subsection, the City shall take reasonable steps to acquire title to such required property by purchase, exchange, gift, eminent domain proceedings or any other method reasonably available to the City under applicable law, if the Owner and the Agency are unable to acquire such property; provided, however, notwithstanding anything to the contrary contained herein, the City shall retain the complete and absolute discretion to institute eminent domain proceedings, including the sole discretion to adopt or to decline to adopt a resolution of necessity with respect to all or any portion of such property, and the City shall not have any liability whatsoever under this Agreement should the City's Board of Supervisors or Mayor decline to initiate eminent domain proceedings. Upon written notice from the Agency or the Owner that the any such property is necessary for the construction of Infrastructure for a Major Phase and that the Owner and the Agency are unable to acquire such property, the City and the Owner, in consultation with the Agency, shall meet and confer in good faith to reach an agreement as to whether, how and upon what terms and conditions the City will seek to acquire the required property. The City shall not commence an eminent domain or settlement proceeding or negotiate an acquisition agreement with respect to the required property unless the City, the Owner and the Agency shall have first entered into such agreement. In all events, the City shall not be required to expend any sums or incur any Losses in connection therewith. The Owner shall pay to the City, in advance, from the CFD or other sources, all Agency Costs incurred or compensation paid by the City in connection with the City's efforts to acquire the required property, including, but not limited to, surveys, appraisals, deposits, Hazardous Substances and soils investigations, engineering and consultant fees, attorneys and expert witness fees, court costs and litigation related disbursements, and condemnation judgments or settlements.

(h) The undertaking of actions and proceedings needed to obtain an NPDES Permit to the extent necessary for the implementation of the Infrastructure Plan and to accommodate the development contemplated by the South OPA, subject to the notice, process

and termination provisions contained in Section 12.2(c) of the South OPA.

(i) Cooperation with the San Francisco Unified School District with respect to the development of a new public school in the Plan Area in a manner consistent with the Plan Documents.

2.3 Procedures Required Under Applicable Laws. Any actions or proceedings undertaken by any City Agencies in accordance with this Agreement shall be subject to procedures required under applicable City Regulations as provided in Section 3 of this Agreement, and to the exercise of discretion by City Agencies in making such findings and determinations as are required or permitted under such City Regulations.

2.4 Joint Community Facilities Agreement. The Financing Plan describes the Infrastructure to be constructed in connection with the Owner's development in the Plan Area and the real property to be acquired by the Community Facility District, and it specifies that Special Taxes levied on the Owner's property within the Plan Area are to be used by the Agency to be used for the purposes of financing Infrastructure in the manner and upon the terms and conditions set forth in the Financing Plan. The Agency has the responsibility for providing the Infrastructure to be financed with the Special Taxes and CFD bonds, for purposes of the Mello-Roos Community Facilities Act of 1982, as amended (the "CFD Act"). With respect to the Financing Plan and the respective obligations of the City and the Agency under this Agreement for the Infrastructure that is to be financed with the proceeds of the Special Taxes or CFD bonds and is designated for ownership and operation by the City, and the acceptance of such Infrastructure by the City if such Infrastructure is completed in accordance with applicable City Regulations (including the obligations of the City set forth in Section 2.2(d) of this Agreement), the City and the Agency agree and confirm that this Agreement is a "joint community facilities agreement" for purposes of Section 53316.2 of the CFD Act, and will be beneficial to the residents of the City and the future residents of the Plan Area.

3. Applicable City Regulations. Regardless of any future action by the City, whether by ordinance, resolution, initiative or otherwise, the rules, regulations and official policies applicable to and governing the overall design, construction, fees, use or other aspect of development of the South Plan Area shall be (i) the Mission Bay South Redevelopment Plan and the Plan Documents, (ii) to the extent not inconsistent therewith or not superseded by the Mission Bay South Redevelopment Plan, the Existing City Regulations, (iii) any new or changed City Regulations permitted under the Mission Bay South Redevelopment Plan as referenced in Sections 7 and 8 of this Agreement and (iv) any other proposed new or changed City Regulations that the Owner may otherwise consent to, in writing and in its sole and absolute discretion.

4. Subdivision Map Requirements and Infrastructure Construction. As provided in the California Subdivision Map Act (the "Map Act") and in the Mission Bay Subdivision Ordinance and its implementing regulations adopted pursuant to the Map Act, the City Agencies and, specifically, the Director of Public Works, shall approve parcel maps, tentative maps, vesting tentative maps, and condominium maps in compliance with applicable state and local law and substantially consistent with the Mission Bay South Redevelopment Plan and Plan Documents,

and the Board of Supervisors of the City shall approve improvement agreements, improvement plans and final maps in compliance with applicable state and local law and substantially consistent with the Mission Bay South Redevelopment Plan, Plan Documents and previously approved tentative maps.

4.1 Processing Requirements. The Owner shall comply with applicable City Regulations (as set forth in Section 3 of this Agreement) for subdivision maps, including, without limitation, requirements for public improvement agreements if the Infrastructure has not been completed when the final map is approved, including the provision of adequate security to guarantee completion of the public open space and other Infrastructure improvements required under the South OPA. By this Agreement, the Port delegates to the City's Department of Public Works the authority to grant any approvals required for construction of open space or street Infrastructure on land held under the jurisdiction of the Port Commission and impressed with the Burton Act trust, provided that the Department of Public Works shall provide copies of all applications submitted for such permits on such Port property, together with any other relevant documents submitted by the Owner in connection with such application, to the Port's Chief Harbor Engineer for his or her review and comment. Such review and comment by the Port's Chief Harbor Engineer shall be consistent with the Mission Bay South Redevelopment Plan and Plan Documents and with this Agreement.

4.2 Construction Requirements. Construction requirements for Infrastructure and other Improvements to be built in or for the benefit of the South Plan Area shall be consistent with the Infrastructure Plan, so long as the project described in the attached Exhibit A does not change so as to increase infrastructure demands, except that the City may change the requirements if (i) such changes are necessary to protect the physical health and safety of the public as further provided in Section 7 of this Agreement, (ii) such changes would impose only negligible additional cost (including, without limitation, no adverse effect on Net Available Increment pursuant to the Financing Plan) and would not delay development, limit or restrict the availability of Infrastructure, or impose limits or controls on the timing, phasing or sequencing of development, or (iii) ten (10) or more years following the issuance of the first Building Permit to the Owner for a Project in the South Plan Area, the changes reflect advances in technology affecting elements of the Mission Bay South Redevelopment Plan and, with respect to any such changes described in this clause (iii), all of the following conditions are met: (A) such changes would materially decrease the operation and maintenance costs to the City and do not materially interfere with the uses, heights, density and intensity of development described in the South OPA; (B) such changes are adopted on a City-Wide Basis for similar land uses pursuant to a new City Regulation approved by Board of Supervisors ordinance; and (C) such changes would not conflict with the Environmental Investigation and Response Program, including causing any violation of the applicable RMP. As used in this Section and elsewhere in this Agreement, "City-Wide Basis" shall mean all privately-owned property within (1) the territorial limits of the City or (2) any designated use classification or use district of the City so long as (a) any such use classification or use district includes a more than insubstantial amount of affected private property other than affected private property within the North Plan Area and the South Plan Area, (b) the use classification or use district includes all private property that receives the general or special benefits of, or causes the burdens that occasion the need for, the new City

Regulation or Development Fees or Exactions, and (c) the cost of compliance with the new City Regulation or Development Fees or Exactions applicable to the same type of use in the South Plan Area (or portion thereof) does not exceed the proportional benefits to, or the proportional burdens caused by private development in, the South Plan Area (or portion thereof).

5. Fees and Exactions.

5.1 Administrative Fees. Nothing in this Agreement shall preclude or constrain the Agency or any City Agency from charging or collecting any Administrative Fee (as such term is defined in Section 304.9 of the Mission Bay South Redevelopment Plan).

5.2 Development Fees and Exactions. During the term of the Mission Bay South Redevelopment Plan, the Development Fees and Exactions which shall be applicable to development by the Owner in the South Plan Area shall be as set forth in Section 304.9 of the Mission Bay South Redevelopment Plan.

5.3 Taxes and Assessments. Nothing in this Agreement, the Mission Bay South Redevelopment Plan or the Plan Documents shall limit the City's or the Agency's ability to impose new or increased taxes or special assessments, including, but not limited to, the special taxes under the Mello-Roos Community Facilities Act of 1982, as amended, to be used in furtherance of the Financing Plan, or any equivalent or substitute tax or assessment; provided, however, the foregoing is not intended to impair or restrict any rights of the Owner under applicable laws to approve new, increased or extended taxes or assessments with respect to the Owner's property, subject to the provisions of the Financing Plan.

6. Building Construction Codes. No Building Permit shall be issued for any construction in the South Plan Area by or behalf of the Owner during the term of this Agreement unless the application for such Building Permit has been made and processed in a manner consistent with the Mission Bay South Redevelopment Plan and the Plan Documents. The Owner shall comply with the Building Construction Codes (as defined below) in effect at the time of the Building Permit application, subject to the limitations on Development Fees and Exactions as specified in the Mission Bay South Redevelopment Plan; provided, however, if the City has not yet adopted the 1997 Uniform Building Construction Codes as of the Effective Date of this Agreement, then the applicable Building Construction Codes at such time shall be deemed to consist of the more stringent requirements with respect to seismic safety of the (i) 1997 Uniform Building Construction Codes or (ii) the San Francisco Building Construction Code in effect at the time of the Building Permit application. As used in this Section, "Building Construction Codes" means the Building Code, Electric Code, Mechanical Code and Plumbing Code and any construction requirements in the Housing Code and Fire Code of the City (including the Port) and including H-7 and H-8 occupancies for life science buildings and laboratories above the third floor as permitted by the State of California Building Code. All Building Permits issued under the Building Construction Codes shall be issued by the City's Department of Building Inspection. The Department of Building Inspection shall process applications for Building Permits in a manner consistent with this Agreement. By this Agreement, the Port delegates to the City's Department of Building Inspection the authority to issue any Building Permits required for

construction on any property owned in trust by the City under the jurisdiction of its Port pursuant to the Burton Act, provided that the Department of Building Inspection shall provide copies of all applications submitted for Building Permits on such Port property, together with any other relevant documents submitted by Owner in connection with such application, to the Port's Chief Harbor Engineer for his or her review and comment. Such review by the Port's Chief Harbor Engineer shall be consistent with the Mission Bay South Redevelopment Plan, the Plan Documents and this Agreement. The Department of Building Inspection shall be responsible for coordinating all of the City Agencies involved in review of Building Permit applications and shall, at the Owner's request, follow the Department's One-Stop Permit Coordination Program with respect to Building Permits for any Project in the South Plan Area. No such Building Permit shall be issued unless it has first been reviewed and approved by the Agency for consistency with the Redevelopment Requirements in accordance with the South OPA.

7. Protection of the Physical Health and Safety of the Public. Notwithstanding anything to the contrary contained in this Agreement, and in accordance with the provisions of Section 304.9 of the Mission Bay South Redevelopment Plan, the Agency and any City Agency having jurisdiction, shall exercise its discretion in a manner which is consistent with the public health, safety and welfare and shall retain, at all times, its and their respective authority to take any action that is necessary to protect the physical health and safety of the public, including, without limitation, authority to condition or deny a permit, approval, agreement or other entitlement or to change or adopt new City Regulation if required (i) to protect the physical health or safety of the residents of the South Plan Area, the adjacent community or the public, or (ii) to comply with applicable federal or state law or regulations, including, without limitation, changes in Existing City Regulations reasonably calculated to achieve new, more restrictive federal or state attainment standards applicable to the City for water quality, air quality, Hazardous Substances, or otherwise relating to the physical environment, where such proposed new City Regulations are applied to similar land uses on a City-Wide Basis as further provided in Section 304.9 of the Mission Bay South Redevelopment Plan, but subject, in all events, to any rights to terminate any agreement between the Owner and the Agency as set forth in the South OPA or any other Plan Documents. Except for emergency measures, any City Agency or the Agency, as the case may be, will agree to meet and confer with the Owner in advance of the adoption of such measures to the extent feasible; provided, however, such City Agency and the Agency each retain the sole and final discretion with regard to the adoption of any new City Regulation in furtherance of the protection of physical health and safety of the public as provided in this Section. Nothing herein shall expand the Owner's contractual obligations under the Environmental Investigation and Response Program.

8. Non-Conflicting City Regulations.

8.1 General. In addition to the reservation set forth in Section 7 of this Agreement, and consistent with the provisions of Section 304.9 of the Mission Bay South Redevelopment Plan, the City Agencies reserve the right to impose any new City Regulations and any changes to the Existing City Regulations (except for provisions of the Planning Code superseded by the Mission Bay South Redevelopment Plan) that do not conflict with the development contemplated by the Mission Bay South Redevelopment Plan and the Plan Documents. For purposes of this

Section, "conflict" means any proposed new or changed City Regulations which (a) preclude or materially increase the cost of performance of or compliance with any provision of the Mission Bay South Redevelopment Plan or Plan Documents or (b) do any of the following: (i) alter the permitted uses of land, (ii) decrease the maximum height of buildings, (iii) reduce the density or intensity of development permitted, (iv) delay development, (v) limit or restrict the availability of Infrastructure, (vi) impose limits or controls on the timing, phasing or sequencing of development, or (vii) modify Development Fees or Exactions except as permitted by the Mission Bay South Redevelopment Plan. Notwithstanding the foregoing, the City may apply its then current standards for Infrastructure pursuant to then applicable City Regulations (as set forth in Section 3 of this Agreement), if the standard is not otherwise specified in Infrastructure Plan.

8.2 Environmental Review. Nothing in this Agreement shall be deemed to limit any City Agency's or the Agency's ability to comply with the California Environmental Quality Act ("CEQA").

9. Effective Date. This Agreement shall become effective as of the date (the "Effective Date") which is the latest of (i) the date upon which the Mission Bay South Redevelopment Plan becomes effective, (ii) the date upon which the Board of Supervisors ordinance authorizing and approving this Agreement becomes effective, and (iii) the date on which the City and Agency authorize, execute and deliver this Agreement and Catellus executes and delivers the attached Consent and Agreement.

10. Term. The term of this Agreement shall begin on the Effective Date and shall end upon the expiration of the Mission Bay South Redevelopment Plan, or if earlier, the termination of the South OPA as to the portion so terminated.

11. No General Fund Commitment. Notwithstanding anything to the contrary contained herein, this Agreement is not intended to, and shall not, create any commitment of the City's General Fund in any manner that would violate the debt limitations under Article XVI, Section 18 of the State Constitution or of the City's Charter, including Section 3.105 of the Charter.

12. Permits to Enter on City Property. The City, including the Port, shall grant all Permits to Enter and approvals required for the Owner to enter onto, investigate, undertake environmental response programs, construct Infrastructure or Improvements upon or otherwise use property owned by the City, including the Port (including, without limitation, the Port property which is designated for construction of the Bayfront Park), in furtherance of the implementation of the Mission Bay South Redevelopment Plan and in accordance with the Plan Documents. Such permits to enter shall include, without limitation, permits to undertake environmental investigation and response programs in accordance with the Environmental Investigation and Response Program and other Plan Documents, and permits to construct Infrastructure on, in or under any street or other right-of-way or any land owned by the City, including the Port, in accordance with the Infrastructure Plan and the other Plan Documents. Such Permits to Enter shall be in form and substance substantially similar to the permit attached as Exhibit C to this Agreement. The City, including the Port, may from time to time amend the attached form Permit

to Enter and impose such insurance, bond, guaranty and indemnification requirements as the City, including the Port, determines are necessary or appropriate to protect its interests, consistent with the City's custom and practice and in a manner that will not unnecessarily interfere with or materially increase the cost or risk of the Owner's ability to perform under the North or South OPAs or the Land Transfer Agreements, or if it would unnecessarily interfere with or materially increase the cost or risk, such amendment must be consistent with commercial industry practice; provided, further, in no event shall any such modification conflict with the Environmental Investigation and Response Program or expand the scope of the basic indemnities or principal provisions or rights or obligations of the parties under the OPAs or Land Transfer Agreements with respect to Hazardous Substances. Nothing herein shall permit the City to modify any executed Permit to Enter without the consent of the Owner.

13. Other Governmental Authorizations.

13.1 Cooperation by the City: Permit Conditions.

(a) Subject to the terms and conditions of this Agreement and the Environmental Investigation and Response Program, the City shall cooperate with the Agency and with reasonable requests by the Owner to obtain permits, agreements or entitlements from any state, federal, regional or local agency (excluding the Agency or any City Agency) having or claiming jurisdiction over all or portions of the South Plan Area or aspects of its development (an "Other Regulatory Approval"), as may be necessary or desirable to effectuate and implement development of a Major Phase or Project in accordance with the Mission Bay South Redevelopment Plan and the Plan Documents. The City's commitment to the Owner under this Agreement shall be subject to the following conditions. Throughout the permit process for any Other Regulatory Approval, the Owner shall consult and coordinate with the affected City Agency in the Owner's efforts to obtain such permit, and the City shall cooperate reasonably with the Owner and, if applicable, the Agency, in the Owner's efforts to obtain such permit. However, the Owner shall not agree to the imposition of conditions or restrictions in connection with obtaining any Other Regulatory Approval if any City Agency, including the Port, is required to be a co-applicant or co-permittee and which could create any obligations on the part of such City Agency or restrictions on the property of the City, including its Port, unless in each instance the affected City Agency has previously approved such conditions or restrictions in writing and in its reasonable discretion or unless such obligation is specifically contemplated as the responsibility of the City under this Agreement, the Plan Documents or the City approvals of the entitlements for the South Plan Area.

(b) All costs associated with applying for and obtaining any necessary Other Regulatory Approval shall be borne by the Owner, except as otherwise expressly provided in the Environmental Investigation and Response Program. Unless otherwise provided in the Land Transfer Agreements, the Owner, at no cost or expense to the City, including its Port, shall be solely responsible in the construction of the Improvements for complying with any and all conditions or restrictions imposed by regulatory agencies as part of an Other Regulatory Approval, whether such conditions are on the site of the Major Phase or Project or require off-site improvements as a result of the Major Phase or Project. The Owner shall not be responsible

for complying with any such conditions or restrictions required for Improvements within Agency Affordable Housing Parcels, except for the Owner's obligation to obtain any such Other Regulatory Approvals with respect to the Environmental Investigation and Response Program. The Owner shall have the right to appeal or contest any condition in any manner permitted by law imposed under any such Other Regulatory Approval, provided that the affected City Agency shall have the right to approve such appeal or contest if the City is a co-applicant or co-permittee. Such consent shall not be unreasonably withheld or delayed if the Owner can demonstrate to the City's reasonable satisfaction that such appeal would not affect the City's responsibility or liability for any conditions which are or could be the responsibility of any City Agency under such Other Regulatory Approval. In all other cases, the affected City Agencies shall have the right to give or withhold such consent in their sole and absolute discretion. Any fines, penalties or corrective actions imposed as a result of the failure of the Owner to comply with the terms and conditions of any Other Regulatory Approval shall be paid or otherwise discharged by the Owner, and the City shall have no liability, monetary or otherwise, for such fines and penalties.

(c) Certain Other Regulatory Approvals may include conditions that entail maintenance or other obligations on the part of the permittee or co-permittees that continue after the City accepts the dedication of completed Infrastructure. Upon the City's acceptance of any Infrastructure in accordance with this Agreement and the Plan Documents that has any such continuing obligations under an applicable Other Regulatory Approval, the City shall, at the Owner's request, take such steps as are reasonably necessary to remove the Owner as the named permittee or co-permittee from such Other Regulatory Approval if either (i) such continuing obligations are designated as the responsibility of the City under this Agreement, the Plan Documents, or the Land Transfer Agreements or under the City approvals granted in connection with a Major Phase or Project or (ii) the City has otherwise, in its sole discretion, agreed to accept sole responsibility for such conditions in accordance with Section 13.1 above.

13.2 Indemnity. Without limiting any other indemnification provisions of this Agreement, the Owner shall Indemnify the City Agencies, including the Port, from and against any and all claims, demands, losses, liabilities, damages (including consequential damages), liens, obligations, interest, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, (including, without limitation, reasonable attorneys' fees and costs and consultants' fees and costs and court costs) of whatever kind or nature, known or unknown, contingent or otherwise (collectively, "Losses") which may arise in connection with the Owner's failure to obtain or comply with the terms and conditions of any Other Regulatory Approval or with the appeal or contest of any conditions of any Other Regulatory Approval; provided, however, such indemnity shall exclude any Losses to the extent they arise out of (i) any failure of any conditions that either (A) are designated as the responsibility of the City under this Agreement, the Plan Documents or the Land Transfer Agreements or under the City approvals granted in connection with a Major Phase or Project or (B) the City has otherwise, in its sole discretion, agreed to accept the responsibility for such terms or conditions as provided in Section 13.1, (ii) any Other Regulatory Approvals relating to the construction of Improvements within the Agency Affordable Housing Parcels, except for any such Other Regulatory approvals relating to the Owner's responsibilities under the Environmental Investigation and Response Program or (iii) the negligence or willful misconduct of the City Agencies.

14. Remedies.

14.1 General.

(a) In the event of any default in or breach of this Agreement (each a “default”), or any of its terms, by either the City Agencies or the Agency, the non-defaulting party (or the Owner) may deliver a written notice of default to the other regarding such default. The notice of default shall state with reasonable specificity the nature of the alleged default, the provisions under which the default is claimed to arise, and the manner in which the failure of performance may be satisfactorily cured. Upon receipt of such notice of default, either the City Agency or the Agency, as applicable, shall commence within a reasonable time not to exceed sixty (60) days to cure or remedy such default, and shall thereafter pursue such cure or remedy to completion.

(b) Upon delivery of a notice of default, the City Agency and the Agency, together with the Owner, shall promptly meet to discuss the default and the manner in which the defaulting party can cure or remedy the same so as to satisfy the aggrieved party’s concerns. The City Agency, Agency and the Owner shall continue meeting regularly, discussing, investigating and considering alternatives for a period of sixty (60) days from the delivery of the notice of default. If, at the end of the meet and confer period, the aggrieved party no longer holds the view that the other party is in default, such party shall issue a written acknowledgment of the other party’s cure or remedy of the matter which was the subject of the notice of default.

(c) If (i) action is not diligently taken or pursued, or the default shall not be cured or remedied within a reasonable time or (ii) either the City Agency or the Agency, which is alleged to be responsible for the default, shall refuse to meet and discuss as described above, then the aggrieved party may institute such proceedings (except as otherwise limited by this Agreement and, in particular, Section 14.2) as may be necessary or desirable in its opinion to cure and remedy such default, including, without limitation, proceedings to compel specific performance by the party in default of its obligations. Nothing in this Section shall require a party to postpone instituting any injunctive proceeding if it believes in good faith that such postponement will cause irreparable harm to such party. The parties acknowledge that termination is a remedy only in the event of termination of the South OPA, as further provided in this Agreement.

(d) Notwithstanding anything to the contrary in this Agreement, nothing in this Section or elsewhere in this Agreement shall limit the rights or remedies of the Owner under any applicable law governing the application, review, processing or permitting of development projects, including, but not to, the Permit Streamlining Act (California Government Code Sections 65920 - 65963.1) and the applicable timelines set forth therein.

14.2 No Monetary Damages. The parties have determined that monetary damages generally are inappropriate and that it would be extremely difficult and impractical to fix or determine the actual damages to a party as a result of a breach or default under this Agreement

and that equitable remedies and remedies at law not including damages are the appropriate remedies for enforcement of this Agreement. The parties would not have entered into this Agreement if either of them were liable to the other or to the Owner, including any Transferee of the Owner, for damages under or with respect to this Agreement. Consequently, the parties have agreed that neither party shall be liable in damages to the other, to any Owner, including any Transferee, or to any other Person, and each covenants not to sue for or claim any damages and expressly waives its right to do so (A) for any breach of, or which arises out of, this Agreement or (B) arising out of or connected with any dispute, controversy or issue regarding the application, interpretation or effect of the provisions of this Agreement, except as otherwise provided in the South OPA as between the Agency and the Owner.

14.3 Attorneys' Fees. In the event of any dispute or any legal action or other dispute resolution mechanism to enforce or interpret any provision of this Agreement, the prevailing party shall not be entitled to attorneys' fees.

14.4 Owner Default. If the Owner is in Material Breach of the Owner's obligations under the South OPA, including, without limitation, failure to pay a material sum of Agency Costs (following expiration of any notice and cure periods specified therein), any obligations of the City Agencies or the Agency under this Agreement with respect to the Major Phase or Project (or Major Phases or Projects) to which such Material Breach relates shall be suspended and shall not be reinstated unless and until such Material Breach is remedied. For purposes of this Section, a Material Breach with respect to one Major Phase or Project shall not be deemed a Material Breach with respect to any other Major Phase or Project unless it pertains to such Major Phase or Project (e.g. an obligation which arises in one Major Phase but is to be performed in a subsequent Major Phase shall not be affected), nor shall such failure relieve the City Agencies or Agency of any obligation which arose prior to the failure of condition, and a Material Breach by the Owner under the South OPA shall have no effect under this Agreement other than as to the Major Phase or Project to which it pertains. The provisions of this Section shall not be deemed to limit any other rights or remedies of the Agency under the South OPA or other Plan Documents, or any other rights or remedies of the City Agencies under applicable laws.

15. General Provisions.

15.1 Notices. A notice or communication under this Agreement by either party to the other shall be sufficiently given or delivered if dispatched by hand or by registered or certified mail, postage prepaid, addressed as follows:

- (i) In the case of a notice or communication to the Agency:

San Francisco Redevelopment Agency
770 Golden Gate Avenue
San Francisco, CA 94102-3102
Attn: Executive Director
Reference: Mission Bay South
Telefacsimile: (415) 749-2565

San Francisco Redevelopment Agency
770 Golden Gate Avenue
San Francisco, CA 94102-3102
Attn: General Counsel
Reference: Mission Bay South
Telefacsimile: (415) 749-2575

- (ii) In the case of a notice or communication to the City:

Office of the Mayor
City and County of San Francisco
City Hall
401 Van Ness Avenue, Third Floor
San Francisco, CA 94102
Attn: Mission Bay Project Manager
Reference: Mission Bay South
Telefacsimile: (415) 554-4058

With a copy to:

Office of the City Attorney
1390 Market Street, 6th Floor
San Francisco, CA 94102
Attn: Jesse C. Smith
Reference: Mission Bay South
Telefacsimile: (415) 554-3808

And, in the case of any notice or communication involving the Port, with a copy to:

Port of San Francisco
Ferry Building, Suite 3100
San Francisco, CA 94111
Attn: Executive Director
Reference: Mission Bay South
Telefacsimile: (415) 274-0528

And to:

Port of San Francisco
Ferry Building, Suite 3100
San Francisco, California 94111
Attn: Port General Counsel
Reference: Mission Bay South
Telefacsimile: (415) 274-0630

- (ii) And in the case of a notice or communication sent by either the City or the Agency to the other, a copy shall be sent to the Owner Representative at:

Catellus Development Corporation
201 Mission Street, Second Floor
San Francisco, California 94105
Attn: Mission Bay Development Office
Telefacsimile: (415) 974-3724

With a copies to:

Catellus Development Corporation
201 Mission Street, Second Floor
San Francisco, California 94105
Attn: General Counsel
Telefacsimile: (415) 974-4613

And to:

Coblentz, Patch, Duffy & Bass, LLP
222 Kearny Street, 7th Floor
San Francisco, California 94108
Attn: Pamela S. Duffy
Telefacsimile: (415) 989-1663

For the convenience of the parties, copies of notice may also be given by telefacsimile.

Every notice given to a party hereto, pursuant to the terms of this Agreement, must state (or must be accompanied by a cover letter that states) substantially the following:

- (a) the Section of this Agreement pursuant to which the notice is given and the action or response required, if any;
- (b) if applicable, the period of time within which the recipient of the notice must respond thereto;
- (c) if approval is being requested, shall be clearly marked "Request for Approval under the Mission Bay South Interagency Cooperation

- Agreement”; and
- (d) if a notice of a disapproval or an objection which requires reasonableness, shall specify with particularity the reasons therefor.

Any mailing address or telefacsimile number may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. A party may not give official or binding notice by telefacsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a telefacsimile copy of the notice.

15.2 Amendments. Except as otherwise provided in this Agreement, this Agreement may be amended or modified only by a written instrument executed by City and Agency, with the written consent of the Owner Representative (as defined in Section 15.6 of this Agreement), which consent shall not be unreasonably withheld, conditioned or delayed. The Agency and the Owner shall not amend the Infrastructure Plan, the Environmental Investigation and Response Program nor the Design Review and Document Approval Procedure in a manner that materially alters the obligations of any City Agencies or the principal benefits accruing therefrom to the City or any of the City Agencies (including the development of Open Space Parcels under the Infrastructure Plan), nor shall the Agency and the Owner amend the Housing Program in a manner that would materially alter the obligations of the Owner or the Agency so as to lessen the principal benefits accruing to the City from the affordable housing elements of the Housing Program, without in each case obtaining the prior written consent of the City, which may be given or withheld in its sole discretion. The Mayor and the Director of Public Works (or any successor City officer as designated by law) shall have the authority to consent to any non-material amendments or other modifications to this Agreement, including, but not limited to, the Infrastructure Plan, after consultation with the directors of any affected City Agencies. For purposes hereof, “non-material changes” shall mean any change which does not materially increase the costs or liabilities of the City, or does not materially decrease the time periods required for review or approval by any City Agency of permits, approvals, agreements and entitlements in connection with the implementation of the Mission Bay South Redevelopment Plan and Plan Documents. Material amendments to this Agreement and amendments to the other Plan Documents specified above that would materially alter the obligations of the City Agencies or principal benefits as provided in this Section shall require the approval of the Board of Supervisors, by resolution.

15.3 Severability. If any provision of this Agreement, or its application to any Person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Agreement or the application of such provision to any other Person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so modified by and in response to such invalidation would be unreasonable or grossly inequitable under all the circumstances or would frustrate the fundamental purposes of this Agreement. Without limiting the foregoing, in the

event that any applicable federal or state law prevents or precludes compliance with any material term of this Agreement, the parties shall promptly modify, amend or suspend this Agreement, or any portion of this Agreement, to the extent necessary to comply with such provisions in a manner which preserves to the greatest extent possible the benefits to each of the parties to this Agreement and to the Owner before such conflict with federal or state law. However, if such amendment, modification or suspension would deprive the City or the Agency of the substantial benefits derived from this Agreement or make performance unreasonably difficult or expensive, then the affected party may terminate this Agreement upon written notice to the other party. In the event of such termination, neither party, nor the Owner, shall have any further rights or obligations under this Agreement.

15.4 Non-Waiver. Any delay or failure by the City or the Agency (or Owner) to exercise any right under this Agreement shall not be deemed a waiver of that or any other right contained in this Agreement.

15.5 Successors and Assigns; Third Party Beneficiary. This Agreement shall inure to the benefit of and bind the respective successors and assigns of the City and the Agency. The Owner, including any Transferee of the Owner permitted under the South OPA, is an intended third party beneficiary of this Agreement. Except as provided above with respect to the Owner and its permitted Transferees, this Agreement is for the exclusive benefit of the parties hereto and not for the benefit of any other Person and shall not be deemed to have conferred any rights, express or implied, upon any other Person.

15.6 Consents by Owner Representative. Any approvals or consents of the Owner required under this Agreement shall be limited to the approval or consent of the Owner Representative. For these purposes, "Owner Representative" shall mean the person designated in writing by Catellus Development Corporation ("Catellus") to act in such capacity under this Agreement, or, if (i) all or substantially all of the undeveloped property in the South Plan Area has been Transferred to an Affiliate or (ii) a Transfer of all or substantially all of the undeveloped property in the South Plan Area has been effected by (a) the consolidation or merger of Catellus with or into any other business organization (whether or not Catellus is the surviving entity pursuant to Subchapter IX of the Delaware Corporation Law or the equivalent of the jurisdiction of Catellus' incorporation if Catellus reincorporates in another jurisdiction) (the "Resulting Entity") or (b) a Transfer permitted under the South OPA (the "Transfer Entity"), then the Affiliate, Resulting Entity or Transfer Entity, as the case may be, may designate the person to act in such capacity under this Agreement.

15.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

15.9 Interpretation of Agreement.

(a) Exhibits. Whenever an "Exhibit" is referenced, it means an attachment to this Agreement unless otherwise specifically identified. All such Exhibits are incorporated herein by reference.

(b) Captions. Whenever a section, article or paragraph is referenced, it refers to this Agreement unless otherwise specifically identified. The captions preceding the articles and sections of this Agreement have been inserted for convenience of reference only. Such captions shall not define or limit the scope or intent of any provision of this Agreement.

(c) Words of Inclusion. The use of the term "including," "such as" or words of similar import when following any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific items or matters, whether or not language of non-limitation is used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.

(d) References. Wherever reference is made to any provision, term or matter "in this Agreement," "herein" or "hereof" or words of similar import, the reference shall be deemed to refer to any and all provisions of this Agreement reasonably related thereto in the context of such reference, unless such reference refers solely to a specific numbered or lettered, section or paragraph of this Agreement or any specific subdivision thereof.

(e) Recitals. In the event of any conflict or inconsistency between the recitals and any of the remaining provisions of this Agreement, the remaining provisions of this Agreement shall prevail.

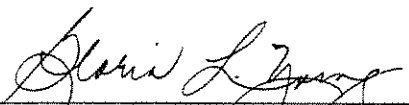
15.10 Entire Agreement. This Agreement (including the Exhibits) contains all the representations and the entire agreement between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded in total by this Agreement. No prior drafts of this Agreement or changes from those drafts to the executed version of this Agreement shall be introduced as evidence in any litigation or other dispute resolution proceeding by either party or any other Person and no court or other body shall consider those drafts in interpreting this Agreement.

15.11 Further Assurances. The Agency and the City shall each take all actions and do all things, and execute, with acknowledgment or affidavit if required, any and all documents that may be necessary or appropriate to achieve the purposes of this Agreement.

IN WITNESS WHEREOF, the City and the Agency have duly executed and delivered this Agreement as of the date first written above.

CITY AND COUNTY OF SAN FRANCISCO
a charter city and county

By 
Willie Lewis Brown, Jr., Mayor

By 
Gloria L. Young, Clerk of
the Board of Supervisors

Pursuant to Board of Supervisors Ordinance No. 335-98, adopted by the Board and approved by the Mayor on November 2, 1998


RECOMMENDED AND APPROVED:

SAN FRANCISCO PORT COMMISSION

By 
Douglas F. Wong, Executive Director

Pursuant to Port Commission Resolution No. 98-88, adopted September 22, 1998

SAN FRANCISCO PUBLIC UTILITIES COMMISSION

By 
Anson Moran, General Manager


Pursuant to Public Utilities Commission Resolution No. 98-0237, adopted September 29, 1998

PUBLIC TRANSPORTATION COMMISSION


By 
Emilio Cruz, Director

Pursuant to Public Transportation Commission Resolution No. 98-082, adopted September 22, 1998

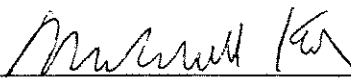
BUILDING INSPECTION COMMISSION

By 
Frank Y. Chiu, Director of Department of Building Inspection
Pursuant to Building Inspection Commission Resolution No. 081.98, adopted October 7, 1998

PLANNING COMMISSION

By 
Gerald Green, Director
Pursuant to Planning Commission Resolution No. 14706, adopted September 24, 1998

DEPARTMENT OF PUBLIC HEALTH

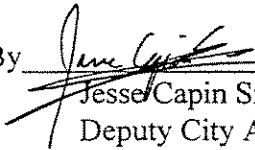
By 
Mitchell Katz, Acting Director

DEPARTMENT OF PUBLIC WORKS

By 
Mark Primeau, Director

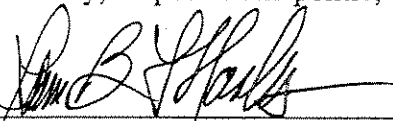
APPROVED AS TO FORM:

LOUISE H. RENNE
City Attorney

By 

Jesse Capin Smith
Deputy City Attorney

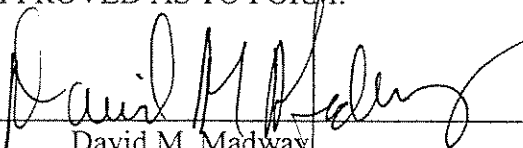
REDEVELOPMENT AGENCY OF THE CITY
AND COUNTY OF SAN FRANCISCO
a public body, corporate and politic, of the State of California

By 

James B. Morales
Executive Director

Pursuant to Agency Commission Resolution No. 193-98, adopted September 17, 1998

APPROVED AS TO FORM:



David M. Madway
General Counsel

OWNER'S CONSENT AND AGREEMENT

The undersigned, on behalf of itself and each and every of its Transferees permitted under the South OPA, hereby acknowledges that the Owner and its permitted Transferees are intended third party beneficiaries of the foregoing Mission Bay South Interagency Cooperation Agreement dated as of November 16, 1998 (the "Interagency Cooperation Agreement") and agrees as follows:

1. Definitions. Except as otherwise defined in this instrument, initially capitalized terms shall have the meanings given in the South OPA (as defined in the Interagency Cooperation Agreement, to which this instrument is attached and made a part thereof).

2. Consent and Agreement. The Owner consents to such Interagency Cooperation Agreement, and further hereby specifically agrees to be bound by Section 2.2 relating to the institution of any action in eminent domain by the City, Section 14 relating to limitations on remedies (as between Owner and the City or the Agency) and Section 13 relating to authorizations by other governmental agencies, including, without limitation, the indemnification contained therein; provided, however, the foregoing consent and agreement shall not be deemed to limit any rights the Owner may have against the Agency under the South OPA for actual damages (and not consequential or special damages) to the extent provided in the South OPA.

3. Indemnity. In addition to the indemnities of the Owner set forth in the South OPA and any other Plan Documents, and subject to the terms, conditions and limitations set forth in this instrument below, the Owner agrees as follows:

(a) The Owner agrees to and shall indemnify, defend and hold the City and each of the City Agencies, including the Port, together with their commissioners, directors, officers, employees, agents, successors and assigns, harmless from and against any and all claims, demands, losses, liabilities, damages (including consequential damages), liens, obligations, interest, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, (including, without limitation, reasonable attorneys' fees and costs and consultants' fees and costs and court costs) of whatever kind or nature, known or unknown, contingent or otherwise (including, without limitation, the reasonable costs to the City Agencies of carrying out the terms of any judgments, settlements, consent decrees, stipulated judgments or other partial or complete terminations of any actions or proceedings that require any of the City Agencies to take any action) (collectively, "Losses") arising from or as a result of (i) noncompliance of the Owner Improvements with any Federal, state or local laws or regulations (except as to any obligations accepted by the City under Section 13.1 of the Interagency Cooperation Agreement) including those related to disabled access (excluding therefrom any Agency Property or portion thereof on which Owner has not constructed Improvements), (ii) the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall occur in the South Plan Area (excluding therefrom any Agency Property or portion thereof on which Owner has not constructed Improvements) and which shall be directly or indirectly caused by the negligent act

or omission of the Owner or its agents, servants, employees or contractors, or (iii) any claim submitted to the City for relocation assistance or payments by any tenant of the South Plan Area if the Owner is otherwise responsible for reimbursing the Agency for such relocation costs under Section 10 of the South OPA (provided the foregoing shall not be deemed to create or imply any obligation of the Owner to reimburse or pay such relocation costs to the City if it reimburses or pays such costs to the Agency, or to the Agency if it reimburses or pays such costs to the City); all except to the extent such Losses are directly or indirectly caused by the negligent act or omission or willful act of the City Agencies (including the Port) or the Agency or their respective directors, officers, employees, agents, successors and assigns, including the negligence or other actionable misconduct of any of the City Agencies acting (or failing to act) in its governmental capacity in the exercise of its police powers.

(b) In addition to the foregoing indemnity set forth in subparagraph (a), the Owner shall indemnify, defend and hold harmless the City and each of the City Agencies, including the Port, together with their commissioners, directors, officers, employees, agents, successors and assigns, from and against any and all Losses (i) arising directly or indirectly out of or connected with any third-party contracts or agreements entered into by the Owner in connection with its performance under the South OPA (excluding therefrom any obligations of tenants of the Owner to the Agency or any City Agency under the Program in Diversity/Economic Development Program or Section 19.33 of the South OPA) or (ii) otherwise covered by any indemnity by the Owner in favor of the Agency under the South OPA, except, in any such instance, to the extent caused by the willful misconduct or negligence of the City Agencies or the Agency.

(c) The agreement to indemnify, defend and hold harmless set forth above is in addition to, and in no way shall be construed to limit or replace, any other obligations or liabilities which the Owner may have under the South OPA and any of the other Plan Documents, including, without limitation, the Acquisition Agreement, or at common law or otherwise.

(d) The Owner agrees to defend the indemnified parties against any claims that are actually or potentially within the scope of the indemnity provisions of this instrument, even if such claims may be groundless, fraudulent or false. The City Agencies agree to give prompt notice to the Owner with respect to any suit or claim initiated or threatened against the City Agencies, at the address for notices of the Owner set forth in the South OPA, and in no event later than the earlier of (a) ten (10) days after valid service of process as to any suit or (b) fifteen (15) days after receiving written notification of the filing of such suit or the assertion of such claim, which the City Agency has reason to believe is likely to give rise to a claim for indemnity hereunder. If prompt notice is not given to the Owner, then the Owner's liability hereunder shall terminate as to the matter for which such notice is not given, provided that failure to notify the Owner shall not affect the rights of the City Agency or the obligations of the Owner hereunder unless the Owner is prejudiced by such failure, and then only to the extent of such prejudice. The Owner shall, at its option but subject to the reasonable consent and approval of the City Agency, be entitled to control the defense, compromise or settlement of any such matter through counsel of the Owner's own choice; provided, however, that in all cases the City Agency

shall be entitled to participate in such defense, compromise, or settlement at its own expense. If the Owner shall fail, however, in the City Agency's reasonable judgment, within a reasonable time following notice from the City Agency alleging such failure, to take reasonable and appropriate action to defend, compromise or settle such suit or claim, the City Agency shall have the right promptly to hire counsel at the Owner's sole expense to carry out such defense, compromise or settlement, which expense shall be immediately due and payable to the Agency upon receipt by the Owner of a properly detailed invoice therefor.

(e) The indemnities contained in this paragraph (3) shall survive any termination of the Interagency Cooperation Agreement as to matters that arise during the term hereof.

(f) With respect to any Infrastructure that is dedicated to and accepted by the City, the indemnities shall not extend to (i) any failure of such Infrastructure to comply with any new laws or changes in laws that become applicable after the City accepts such Infrastructure, (ii) any failure of the City to comply with the conditions of any Other Regulatory Approval that either (A) are designated as the responsibility of the City under the Interagency Cooperation Agreement, any other Plan Documents or the Land Transfer Agreements or under the City approvals granted in connection with a Major Phase or Project or (B) that the City has otherwise, in its sole discretion, agreed to accept the responsibility for in accordance with the Interagency Cooperation Agreement, or (iii) any Other Regulatory Approvals relating to the construction of Improvements within the Agency Affordable Housing Parcels except for any such Other Regulatory approvals relating to the Owner's obligations under the Environmental Investigation and Response Program.

(g) Notwithstanding anything to the contrary set forth in this paragraph (3), the foregoing indemnities of the Owner shall not include (i) any Losses originating after the date the City accepts title to any Infrastructure in accordance with the applicable Acquisition Agreement (or otherwise accepts title consistent with the Plan Documents) or (ii) any Losses originating from a change in applicable laws which occurs after the date of City's acceptance of title to such Infrastructure under the applicable Acquisition Agreement (or otherwise accepts title consistent with the Plan Documents).

(h) Further notwithstanding anything to the contrary set forth in this paragraph (3), the foregoing indemnities of the Owner shall exclude any Losses relating to Hazardous Substances. The Owner's contractual obligations and indemnities regarding Hazardous Substances shall be governed by the other Plan Documents, including the Environmental Investigation and Response Program, the Land Transfer Agreements and Permits to Enter, as applicable.

(i) The foregoing indemnities are not intended to limit any indemnities or releases to or from the City Agencies in the Environmental Investigation and Response Program or the Land Transfer Agreements

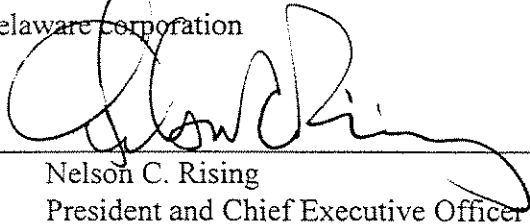
4. Limitations on Liability. It is understood and agreed that no commissioners,

members, officers, agents, or employees of the Agency or the City Agencies (or any of their successors or assigns) shall be personally liable to the other or to any other Person nor shall any officers, directors, shareholders, agents or employees of Owner (or of its successors or assigns) be personally liable to the Agency, the City Agencies or any other Person in the event of any default or breach of the Interagency Cooperation Agreement by the Agency or the City Agencies or of this Consent by the Owner, as the case may be, or for any amount which may become due or any obligations under the terms of the Interagency Cooperation Agreement or this Consent.

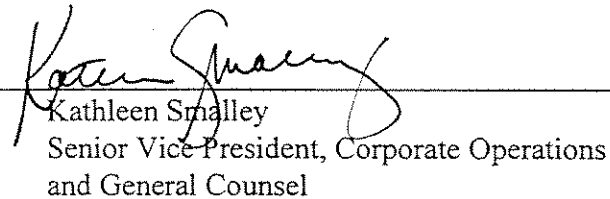
IN WITNESS WHEREOF, this instrument has been duly executed and delivered as of this 16th day of November, 1998.

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By


Nelson C. Rising
President and Chief Executive Officer

By


Kathleen Smalley
Senior Vice-President, Corporate Operations
and General Counsel

MISSION BAY SOUTH INTERAGENCY COOPERATION AGREEMENT

LIST OF EXHIBITS

EXHIBIT A	Project Description and Land Use Plan
EXHIBIT B	Infrastructure Plan
EXHIBIT C	Form of Permit to Enter

EXHIBIT A

MISSION BAY SOUTH
INTERAGENCY COOPERATION AGREEMENT
LAND USE PLAN AND PROJECT DESCRIPTION

EXHIBIT A
MISSION BAY SOUTH
INTERAGENCY COOPERATION AGREEMENT
LAND USE PLAN AND PROJECT DESCRIPTION

Initially capitalized terms unless separately defined in this project description have the meanings and content set forth in the South OPA. "Local-serving" has the meaning and content set forth in the Mission Bay South Redevelopment Plan.

The South Plan Area contains a mix of primarily residential, retail and commercial/industrial uses, with associated parking and loading areas, together with supporting infrastructure, including a significant open space component. The development program of Owner and the Agency for the South Plan Area is more specifically as follows:

I. Owner's Development Program.

A. Infrastructure Program.

The Owner's obligations with respect to Infrastructure are set forth in the Infrastructure Plan. Together with the Mission Bay Subdivision Code and Regulations, the Infrastructure Plan establishes the design standards, construction standards, criteria and specifications for Infrastructure in the South Plan Area. In addition, the Infrastructure Plan and the South OPA describe the obligations of Owner and the City with respect to community facilities, including a police/fire station and school, which are both permitted on sites so designated in the Mission Bay South Redevelopment Plan. The Infrastructure Plan also contains an Infrastructure phasing methodology which establishes the timing and components of Infrastructure that will be required in connection with a Major Phase or Project.

B. Development Program Components.

In addition to and in conjunction with the Infrastructure described in the Infrastructure Plan, the Owner is permitted to construct the following Improvements in the South Plan Area on sites where such uses are permitted by the Mission Bay South Redevelopment Plan:

1. Up to approximately 1,900 market-rate Dwelling Units as defined in the Mission Bay South Redevelopment Plan; provided, however, that Owner may elect to construct additional units that the Agency would otherwise be permitted to construct pursuant to the terms and conditions of Section 3.4.3 of the South OPA.
2. Up to approximately 230,000 Leasable square feet of retail uses as defined in the Redevelopment Plan. The allowable retail space includes: 159,300

Leasable square feet of Local-serving retail, 20,700 Leasable square feet of City-serving retail, and 50,000 Leasable square feet of entertainment retail.

3. An up to 500 room hotel and associated facilities such as retail, banquet and conference rooms.
4. Up to 5,000,000 Leasable square feet of Commercial Industrial uses, as defined in the Mission Bay South Redevelopment Plan.
5. Public facilities, including open lot or enclosed storage, pump station, railroad tracks and related facilities, or other public use or structure.
6. Approximately 41 acres of open space, including eight acres within the UCSF site, plus an additional approximately two (2) acres on Port property outside of and adjacent to the South Plan Area.
7. Associated parking and loading, as provided in the Mission Bay South Design for Development document.
8. Temporary uses permitted under the Mission Bay South Redevelopment Plan and interim uses as may be approved pursuant to the Mission Bay South Redevelopment Plan.
9. Non-conforming uses, subject to the terms and conditions of the Mission Bay South Redevelopment Plan.

C. Streetscape.

The Owner shall prepare and submit to the Agency a Streetscape Plan for the South Plan Area prior to or concurrent with the first Major Phase submission. The Streetscape Plan shall be a concept level plan which includes, at a minimum, the following:

1. Street Trees. The Streetscape Plan will depict the types of street tree species proposed, general location, planting frequency and size, and relationship to the street hierarchy.
2. Lighting. The Streetscape Plan will describe lighting fixture types, general location and frequency.
3. Street Furnishings. The Streetscape Plan will describe, for street furnishings such as benches, trash receptacles, newspaper racks, bicycle racks and kiosks, their general location, frequency and types.
4. Sidewalk Treatment, Paving and Curbing. The Streetscape Plan will depict generally the sidewalk treatment, paving and curbing features.

D. Signage.

The Owner shall prepare and submit to the Agency a Signage Plan for the South Plan Area prior to or concurrent with the first Major Phase submission. The Signage Plan shall be a concept level plan which includes, at a minimum, a description of any uniform signage features proposed for the South Plan Area or, at Owner's election, as to those land use categories contained in the first Major Phase. Uniform signage features for any remaining land use categories would then be submitted as part of the first Major Phase submission that contains such categories. Uniform signage is not required, however, for the South Plan Area or any land uses therein, except for signs and images that pertain to safety, direction and orientation, which shall be located and signed consistently in major paths and intersections.

E. Channel Edge.

The Owner shall prepare and submit to the Agency a Channel Edge Plan. This Plan, covering the portions of blocks P1, P2 and P8 from the top of the South Channel bank toward the Channel to the mean low tide line, shall be a concept level plan which describes concepts for vegetation and, where necessary, bank stabilization techniques. This information will be submitted for blocks P1, P2 and P8 prior to or concurrent with the first Major Phase submission that includes one or more of these blocks. The treatment of P3 will be addressed separately as part of the Major Phase submission that includes that block.

II. Agency's Development Program

A. Infrastructure.

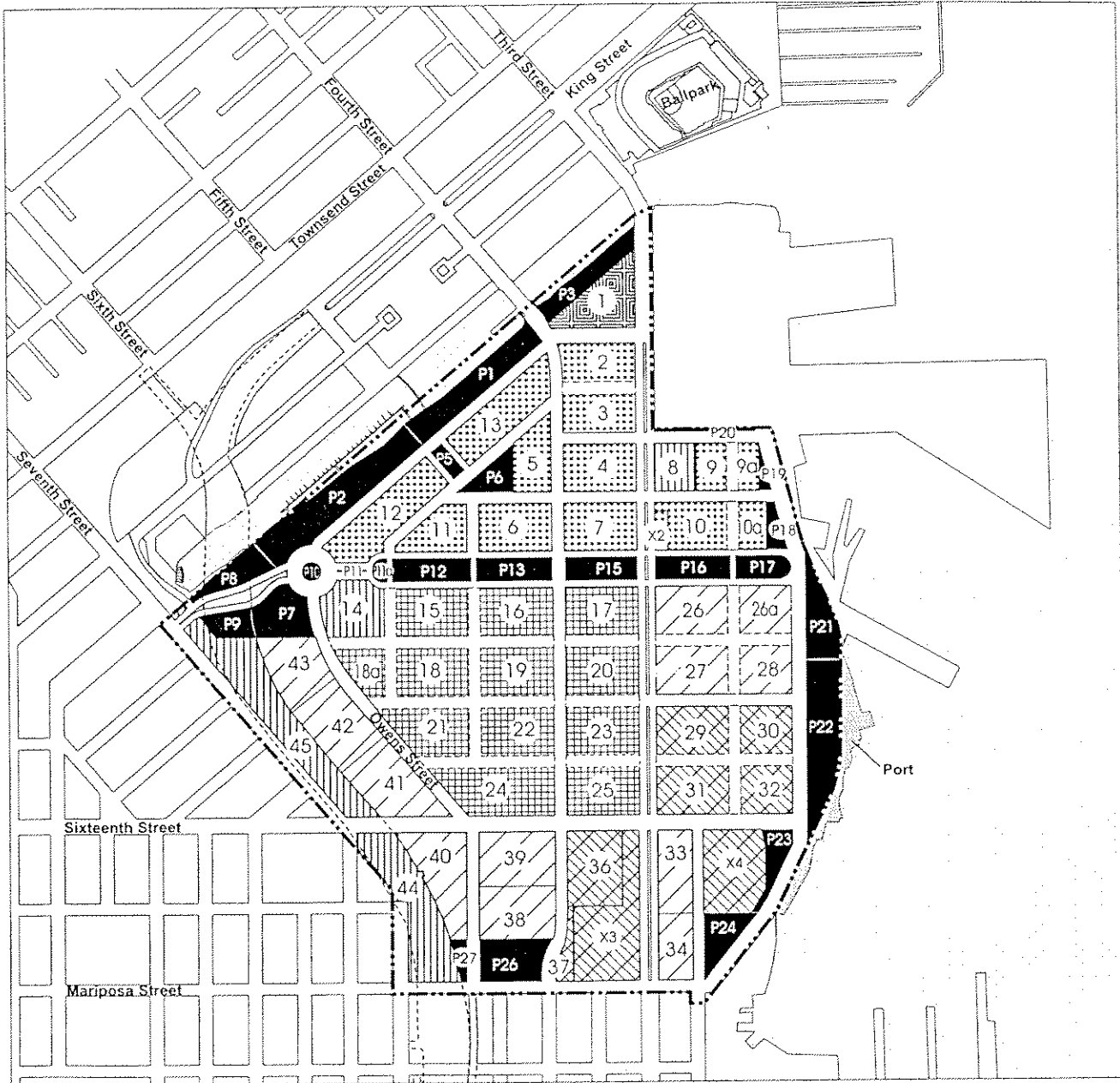
The Agency's obligations with respect to Infrastructure are set forth in the Infrastructure Plan and the Mission Bay Subdivision Code and Regulations. The Owner is responsible for providing Infrastructure to the Agency Affordable Housing Parcels in accordance with the South OPA, consistent with the Infrastructure Plan and Mission Bay Subdivision Regulations, including the phasing methodology.








B. Development Program Components.

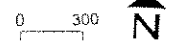
1. Up to approximately 1,100 Affordable Housing Units, including a mix of rental and ownership units. This number may be increased under the terms and conditions of the Mission Bay South Housing Program.
2. Associated parking and loading, as provided in the Design for Development document.
3. Up to approximately 30,000 Leasable square feet of Local-serving retail on Affordable Housing Parcels.

4. Temporary uses permitted under the Mission Bay South Redevelopment Plan and interim uses as may be approved pursuant to the Mission Bay South Redevelopment Plan.

5. Non-conforming uses, subject to the terms and conditions of the Mission Bay South Redevelopment Plan.



-  OPEN SPACE
-  MISSION BAY RESIDENTIAL (Mixed use including neighborhood serving Retail)
-  HOTEL (Mixed use including Retail)
-  COMMERCIAL INDUSTRIAL (Mixed use including neighborhood serving Retail)
-  UCSF
-  PUBLIC FACILITIES (School, Police, Fire, Rail and Area below Freeway)
-  COMMERCIAL INDUSTRIAL / RETAIL



MISSION BAY LAND USE PLAN - SOUTH

EXHIBIT B

MISSION BAY SOUTH INTERAGENCY COOPERATION AGREEMENT
SOUTH INFRASTRUCTURE PLAN

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Exhibit 10	Freight Rail Alternatives
Exhibit 11	Mariposa Widening
Exhibit 12	Pedestrian Bridge

Exhibit 13

Interim Parking

Table 1

Vehicle Trip Generation Rates

Table 2

Intersection Improvement Thresholds

Table 3

Street Segment Thresholds

MISSION BAY SOUTH
INFRASTRUCTURE PLAN

This Infrastructure Plan will govern the construction and development of Infrastructure in the South Plan Area and is consistent with the Redevelopment Requirements. Except as is consistent with the Interagency Cooperation Agreement and as agreed to by the Agency and Owner, no Infrastructure beyond what is described herein and such other Infrastructure as may be mutually agreed to by the Agency and Owner, will be required for development of the South Plan Area or will be constructed by the Owner in the South Plan Area.

Initially capitalized terms unless separately defined in this Infrastructure Plan have the meanings and content set forth in the South OPA. Elevations referred to herein are to Mission Bay Datum. "Mission Bay Datum" is defined as City Datum plus one hundred feet.

This Infrastructure Plan describes all Infrastructure Improvements to be provided by Owner in accordance herewith for the South Plan Area. While some Infrastructure Improvements to be provided by City Agencies and other governmental agencies, such as the San Francisco Municipal Railway ("MUNI"), the Port and the University of California, are described, their inclusion herein is not intended to be all inclusive of all Improvements to be provided by City Agencies and other governmental agencies. Except as specifically identified below, this Infrastructure Plan does not include Infrastructure within the approximately forty-three (43) acre Campus Site shown on the Site Plan, Attachment 1 to the South OPA. Only the following public Infrastructure which runs through the Campus Site are included in this Infrastructure Plan: (i) Fourth Street; and (ii) sewer and storm drainage systems, overland flow and any other utilities running across the Campus Site in the vara-block utility easement corridors which benefit non-Campus Site development in the South Plan Area. See Exhibits 4 and 4a. A condition of Owner's performance under this Infrastructure Plan is the obtaining of all requisite approvals in accordance with the South OPA and Interagency Cooperation Agreement.

This Infrastructure Plan and the Mission Bay Subdivision Regulations establish the design standards, construction standards, criteria and specifications of Infrastructure in the South Plan Area, including, without limitation, streets, blocks, lots, and Infrastructure within the street right of ways, including for the separated storm and sewer system, Open Space Parcels and all other Infrastructure. In subdivision processing, including the review and approval of subdivision improvement plans, the precise location and final design of Infrastructure consistent with this Infrastructure Plan including intersection Improvements, street segment Improvements, wet and dry utilities Improvements, open space Improvements, and other Infrastructure will be determined.

The acquisition, dedication and acceptance of streets and other Infrastructure Improvements will occur through the subdivision map process in accordance with the Mission

Bay Subdivision Code, Mission Bay Subdivision Regulations and as provided in the Financing Plan and Acquisition Agreement.

Required Infrastructure Lands as referred to in Section 5.4 of the South OPA, includes those portions of the real property not owned by City Agencies or Owner necessary to complete the following Improvements:

- (1) Third Street/16th Street, as described in Section I.A.1.b.(vi).
- (2) Third Street/Mariposa Street, as described in Section I.A.1.b.(vii).
- (3) Fourth Street/Mariposa Street, as described in Section I.A.1.b.(xi).
- (4) Owens Street/Mariposa Street, as described in Section I.A.1.b.(xiv).
- (5) Mariposa Street, as described in Section I.A.1.c.(ii).
- (6) The Common, as described in Section I.A.1.c.(v).

I. INFRASTRUCTURE DESCRIPTION

A. PUBLIC INFRASTRUCTURE WITHIN THE STREET RIGHT OF WAYS

1. Street Improvements.

The street system for the South Plan Area, including existing and proposed streets, is shown in Exhibit 2 and accompany Exhibits 3a-d, the Circulation and Street Section Exhibits. Basic geometrics in the right of ways such as numbers of lanes, their uses, and their widths are also shown therein. The following Infrastructure descriptions apply generally to streets in the South Plan Area, but may vary slightly from street to street based on particular requirements, as shall be determined during the review of the applicable subdivision improvement plans, in accordance with the procedure for granting exceptions as set forth in the Mission Bay Subdivision Code and the South OPA. The street improvements will be implemented at specific stages of development, as triggered either by the adjacency principle described in Section II or by the estimated number of p.m. (evening) peak user vehicle trips. The required triggers are set forth in Tables 1, 2, and 3 attached to this Infrastructure Plan.

a. Street Surface Improvements. Street surface improvements consist of roadway reconstruction, preparation, excavation, fine grade, rock base, concrete pavement, asphalt pavement, combined concrete curbs and gutters, concrete sidewalk, traffic control signs and striping, street landscaping and appurtenant improvements. Grading will be performed by cutting or importing fill in order to provide sufficient gradient to accommodate one hundred (100) year overland flow requirements. Consideration will be given to future settlement of new Improvements installed by the Owner pursuant to this Infrastructure Plan. Street surface Improvements are not required except as specifically set forth in this Infrastructure Plan.

The street structural sections consist of three typical types: asphaltic concrete over aggregate base; asphaltic concrete over concrete; and a combination to meet and match existing streets. All street structural sections shall meet City standards in effect from time to time. However, the City may allow flexible pavement modifications to Sections 208 and 209 of Standard Specifications and Section XII of the Mission Bay Subdivision Regulations. Such modifications may be reviewed and approved during the review of the applicable subdivision improvement plans.

At the time of new permanent street construction, all anticipated Infrastructure crossings will be installed prior to final street pavement. For major utilities such as water lines, the facilities are to be installed “dry” until such time as the interconnections are available. For minor conduits, such as for future traffic signal wires, sleeves (or individual conduits if detailed data is available at the time) will be installed to minimize future street cuts. Space will be provided in areas where new joint trench is being installed for future installation of twelve (12) conductor cables to synchronize intersections. Underground utilities shall not be required to be built on piles. No surcharging of street rights of ways or Open Space Parcels shall be required.

As used in this Infrastructure Plan,

- (i) Shared right-through lane means a traffic lane from which a vehicle can either make a right turn, or travel straight through the intersection.
- (ii) Shared left-through lane means a traffic lane from which a vehicle can either make a left turn, or travel straight through the intersection.
- (iii) Exclusive through lane means a traffic lane from which a vehicle can only travel straight through the intersection.
- (iv) Exclusive left-turn lane means a traffic lane from which a vehicle can only make a left turn.
- (v) Exclusive right-turn lane means a traffic lane from which a vehicle can only make a right turn.

b. Intersection Improvements.

The following specific intersection Improvements, shown in Exhibit 2 and Exhibits 3a-f shall, except as otherwise indicated, be provided by Owner in connection with the development of the South Plan Area in accordance with this Infrastructure Plan:

- (i) Third Street/Owens Street
 - A. Install new traffic signal poles, masts, and heads in each corner of the intersection. Install a new traffic

signal controller. Owner and MUNI will each be responsible for one-half (1/2) of the cost of installing the new traffic signal and controller, in accordance with Section 1.C.3.

(ii) Third Street/Mission Rock

- A. Install new traffic signal poles, masts, and heads in each corner of the intersection. Install a new traffic signal controller.

(iii) Third Street/Rincon

- A. Install stop signs and right-turn only signs on Rincon on each side of Third Street.
- B. City to prohibit cross traffic on MUNI rails.

(iv) Third Street/The Common

- A. Install new traffic signal poles, masts, and heads in each corner of the intersection. Install a new traffic signal controller.

(v) Third Street/South Street

- A. Install new traffic signal poles, masts, and heads in each corner of the intersection. Install a new traffic signal controller. Owner and MUNI will each be responsible for one-half (1/2) of the cost of installing the new traffic signal and controller, in accordance with Section 1.C.3.

(vi) Third Street/16th Street

- A. Widen the east side of Third Street for approximately one hundred and fifty (150) feet south of 16th Street by approximately fifteen (15) feet to provide one (1) additional exclusive left turn lane in the northbound direction, for a total of two (2) left turn lanes, a through lane, and a shared right-through lane. Except as otherwise provided herein, Owner and MUNI will each be responsible for one-half (1/2) the cost of widening and improving the existing east side of Third Street for approximately one hundred fifty (150) feet south of

the intersection to the configuration shown in Section Q3, in accordance with Section I.C.3.

- B. Widen the west side of Third Street for approximately one hundred thirty (130) feet north of Sixteenth Street by approximately three (3) feet to accommodate MUNI right of way. Except as otherwise provided herein, Owner and MUNI will each be responsible for one-half (1/2) the cost of widening and improving the existing Third Street one hundred thirty (130) feet north of the intersection to the configuration shown in Section Q4, in accordance with Section I.C.3.
- C. Relocate the traffic signal poles within the right of way in the southeast and northwest corner of the intersection to accommodate the widening of Third Street. Except as otherwise provided herein, Owner and MUNI will each share one-half (1/2) the cost of relocating the signal poles in the southeast and northwest corner of the intersection, in accordance with Section I.C.3.

Additional right of way may be required to provide the appropriate turning radius at the southwest corner of the intersection.

(vii) Third Street/Mariposa Street

- A. Widen the north side of Mariposa Street between Third and Fourth Streets by approximately fourteen (14) feet to provide an additional through lane in the eastbound direction, for a total of one (1) left turn lane, one (1) through lane, and one (1) shared right-through lane.

The widening of the north side of Mariposa Street will require the acquisition of a strip of private property approximately fourteen (14) feet wide by three hundred eighty (380) feet long between Third and Fourth Streets totaling approximately twelve one hundredth (0.12) acre. Additional right of way required at this location is discussed in the Section on Open Space below.

- B. Widen and restripe the north side of Mariposa Street between Third Street and Terry François Boulevard by approximately fourteen (14) feet to provide an exclusive left turn lane and an additional through lane in the westbound direction, for a total of one (1) left turn lane, one (1) through lane, and one (1) shared right-through lane.
- C. Relocate the signal poles in the northeast and northwest corners of the intersection to accommodate the widening of the north side of Mariposa Street.

(viii) Fourth Street/Owens Street

- A. Install new traffic signal poles, masts, and heads in each corner of the intersection. Install a new traffic signal controller. Owner and MUNI will each be responsible for one-half (1/2) of the cost of installing the new traffic signal and controller, in accordance with Section 1.C.3.

(ix) Fourth Street/The Common

- A. Install new traffic signal poles, masts, and heads in each corner of the intersection. Install a new traffic signal controller.

(x) Fourth Street/16th Street

- A. Install new traffic signal poles, masts, and heads in each corner of the intersection. Install a new traffic signal controller.

(xi) Fourth Street/Mariposa Street

- A. Widen the north side of Mariposa Street between Fourth and Third Streets by approximately fourteen (14) feet to provide an exclusive left turn lane in the westbound direction, for a total of one (1) left turn lane, one (1) through lane, and one (1) shared right-through lane.

As described in Section (v)(A) above, the widening of the north side of Mariposa Street will require the acquisition of a strip of private property

approximately fourteen (14) feet wide by three hundred eighty (380) feet long between Third and Fourth Streets totaling approximately twelve one hundredth (0.12) acre. Additional right of way required at this location is discussed in the Section on Open Space below.

- B. Widen the north side of Mariposa Street between Fourth and Owens Streets by approximately fourteen (14) feet to provide an exclusive left turn lane in the eastbound direction, for a total of one (1) left turn lane, one (1) through lane, and one (1) shared right-through lane.
- C. Install new traffic signal poles, masts, and heads in each corner of the intersection. Install a new traffic signal controller.

(xii) Seventh Street/16th Street

- A. Restripe the northbound approach to provide an additional through lane in the northbound direction, for a total of one (1) shared left-through lane, and one (1) shared right-through pocket.
- B. Restripe the southbound approach to provide an additional through lane in the westbound direction, for a total of one (1) shared left-through lane, a shared right-through lane, and a right turn lane.
- C. Restripe the eastbound approach to provide an additional through lane in the eastbound direction, for a total of one (1) shared left-through lane, and one (1) shared right-through lane.
- D. Restripe the westbound approach to provide an additional through lane and a left turn lane in the southbound direction, for a total of one (1) left turn lane, one (1) through lane, and one (1) shared right-through lane.
- E. Install new traffic signal poles, masts, and heads in each corner of the intersection. Install a new traffic signal controller.

- F. Provide railroad crossing automatic gates, pavement markings, signals, and signs at the Caltrain tracks crossing. The railroad signal system will be upgraded and coordinated with all other intersections with the railroad in the North Plan Area and South Plan Area adjacent Seventh Street. These at grade railroad signals will also be coordinated with the street traffic signals.

The upgrade of the at grade railroad crossings will require a maintenance agreement between the City and the Peninsula Corridor Joint Powers Board (JPB), and approval by the California Public Utilities Commission (CPUC). The application to the CPUC shall be made by the City.

(xiii) Owens Street/16th Street

- A. Install new traffic signal poles, masts, and heads in each corner of the intersection. Install a new traffic signal controller.

(xiv) Owens Street/Mariposa Street/I-280 Off-ramp (See Exhibit 11)

- A. Widen the bridge over the Caltrain tracks by approximately six (6) feet to provide an exclusive left turn lane in the eastbound direction, for a total of one (1) left turn lane and one (1) through lane, and create new signalized intersection with Owens Street.

The bridge widening requires approvals from the following: Caltrans, City and JPB. The City may be required to be the applicant (or co-applicant) for such approvals.

The northbound I-280 off ramp will be widened about twelve (12) feet to the east near the intersection to align with Owens Street.

The realignment of the off ramp will require acquisition of approximately one one-hundredth (1/100th) of an acre of property outside the South Plan Area located at the southwest corner of Mariposa and Owens Streets. The property to be

acquired By Owner or City Agencies for the off ramp will be conveyed to the State upon acceptance of the Improvement.

- A. Widen the north side of Mariposa Street between the I-280 off-ramp and Fourth Street by approximately fourteen (14) feet to provide two (2) through lanes, and one (1) shared right-through lane.
- B. Relocate (or replace if needed) the signal poles at all corners of the intersection and the traffic signal controller.

(xv) I-280 On-Ramp/Mariposa Street (See Exhibit 11)

- A. Widen the bridge over the Caltrain tracks by approximately six (6) feet to provide a shared left-through lane in the westbound direction, for a total of one (1) left turn lane, one (1) shared left-through lane, and one (1) through lane.

The bridge widening requires approvals from the following: Caltrans, City and JPB. The City may be required to be the applicant (or co-applicant) for such approvals.

- B. Restripe Mariposa Street between Pennsylvania Avenue and the I-280 on-ramp to provide one (1) exclusive right turn lane, and one (1) shared right-through lane.
- C. Install new traffic signal poles, masts, and heads in each corner of the intersection and connect them to the traffic signal controller described in Section (xiv)C above.

(xvi) Berry Street Connector Road/The Common

- A. Install new traffic signal poles, mast and heads on the westbound approaches of the intersection. Connect to the traffic signal controller at Seventh Street/The Common Intersection
- B. Widen the standard cross-section of North Common Street Connection from two to three lanes for

approximately two hundred (200) feet to provide two (2) through lanes and one (1) right-turn-only lane.

(xvii) Seventh Street/Brannan Street

- A. Restripe the southbound approach to provide an additional lane in the northbound direction, for a total of one (1) shared left-through lane, one (1) through lane, and one (1) shared right-through lane.

(xviii) 16th Street/Potrero Street

- A. Restripe the eastbound approach to provide a shared left-through lane and a right turn lane in the eastbound direction.
- B. Restripe the westbound approach to provide a left turn lane, a through lane, and a shared right-through lane in the westbound direction.

(xix) 16th Street/Vermont Street

- A. Install new traffic signal poles, masts, and heads in each corner of the intersection. Install a new traffic signal controller.

(xx) Owens Street/The Common

- A. Construct a two-lane traffic roundabout with an inscribed diameter of approximately one hundred eighty (180) feet.

(xxi) Owens Street/Fifth Street Pedestrian Bridge

- A. Install new traffic signal poles, masts, heads and pedestrian push buttons at a new pedestrian crosswalk across Owens Street.

(xxii) Seventh Street/The Common/Berry Street Connector (See Exhibit 9, Section I.A.c.(vi) and Section I.C.4 below)

- A. Construct two (2) twelve (12) foot southbound exclusive right turn lanes at the intersection with The Common.

- B. Restripe the northbound Seventh Street approach to provide an additional lane in the northbound direction, for a total of two (2) through lanes, and one (1) exclusive right turn lane.
- C. Restripe the southbound Seventh Street approach to provide an additional lane in the southbound direction for a total of one (1) exclusive left turn lane and two (2) through lanes.
- D. Install new traffic signal poles, masts and heads in each corner of the intersection. Install a new traffic signal controller. Interconnect traffic signal controller with those at 16th and Townsend Streets.
- E. Provide railroad crossing automatic gates, pavement markings, signals and signs at the Caltrain tracks crossing. Interconnected railroad and street signals shall be provided for both The Common and 16th Street.

This Improvement will require a construction and maintenance agreement between the City and the Peninsula Corridor Joint Powers Board (JPB) and is subject to approval by the California Public Utility Commission (CPUC).

- F. Relocate three (3) railroad tracks approximately twelve (12) feet to the east from its current position for a distance of approximately eight hundred (800) feet. See Subsection E, above and Exhibit 9.

c. Street Segments.

The following specific street segment Improvements shall, except as otherwise indicated, be provided by Owner in connection with the development of the South Plan Area.

(i) Third Street

- A. Reconstruct Third Street in accordance with attached Sections to accommodate the MUNI Third Street Light Rail transit median while maintaining two (2) lanes in each direction and exclusive left turn lanes at specific locations.

- B. Widen east side Third Street for approximately one hundred fifty (150) feet south of 16th Street by approximately fifteen (15) feet to accommodate the lane configuration described in intersection Improvement Section (vi)A, above. Except as otherwise provided herein, Owner and MUNI will each be responsible for one-half (1/2) the cost of widening and improving the existing Third Street in accordance with Section I.C.3.

(ii) Mariposa Street

- A. Widen the north side of Mariposa Street between Terry François Boulevard and the I-280 off-ramp by approximately fourteen (14) feet to accommodate the lane configurations noted in intersection Improvements Sections (vii)A, (vii)B, (xi)A, (xi)B, and (xiv)B above.

Property acquisitions required as conditions of these Improvements are discussed in the corresponding above-referenced Sections.

- B. Widen the bridge over the Caltrain tracks between the I-280 off- and on-ramps by approximately six (6) feet to accommodate the lane configurations noted in intersection Improvements Sections (xiv)A and (xv)A.

Property acquisitions required as conditions of these Improvements are discussed in the corresponding above-referenced Sections.

- C. Restripe Mariposa Street between the I-280 on-ramp and Pennsylvania Avenue to accommodate the lane configurations noted in intersection Improvement Section (xv)B above.

(iii) Fourth Street

- A. Provide eighty-eight (88) feet right of way with sixty-eight (68) feet of roadway, including MUNI right-of-way, and two (2) ten (10) foot sidewalks. MUNI's right-of-way will transition from an exclusive width of twenty-four (24) feet at Owens Street to a shared right-of-way at the south end of

the Fourth Street Bridge. The two northbound lanes on Fourth Street will merge together and merge again with the MUNI tracks, between Owens Street and the south end of the Bridge, to line up with the northbound lane on the Bridge. The center southbound lane on the Bridge will transition out from MUNI's shared right-of-way between the south end of the Fourth Street Bridge and Owens street.

- B. Extend Fourth Street southward from Owens Street, parallel to Third Street, to intersect with Mariposa Street at the existing intersection with Minnesota Street.

(iv) Owens Street

- A. Construct Owens Street between Third and Fourth Streets, providing a median approximately twenty-four (24) feet wide to accommodate the MUNI Third Street Light Rail line, but providing no on-street parking.
- B. Construct Owens Street between Fourth Street and The Common, but providing on-street parking on the north side of the street only.
- C. Extend Owens Street northward from 16th Street to The Common, but providing no on-street parking.
- D. Construct Owens Street between 16th Street and Mariposa Street, providing no on-street parking.

(v) The Common

- A. Construct North Common and South Common Streets, two parallel east-west one-way roadways separated by an approximately one hundred thirty (130) foot wide grassy area, running from Terry A. François Boulevard to Mission Bay Street, and providing one (1) fifteen (15) foot wide lane and parking on the curb side.

The construction of North and South Common Streets at Third Street requires the minimum acquisition of a strip of property approximately

seventy-four (74) feet wide and two hundred (200) feet long and may require the acquisition of a larger parcel because of the presence of existing buildings.

There shall be no parking on the north side of North Common Street and the south side of South Common Street one hundred sixty (160) feet west of the center line of the Commons crossing located between Third Street and Terry François Boulevard.

- B. Construct North Common and South Common Streets between Mission Bay Street and the roundabout intersection with Owens Street, providing two (2) eleven (11) foot wide lanes each way, separated by six (6) foot median and with no on-street parking.

(vi) North Common and South Common Streets Connection to Seventh Street Connector Road

- A. Construct the North Common and South Common Streets, two east-west one-way roadways, running from the roundabout intersection with Owens Street to Seventh Street, and providing two (2) eleven (11) foot wide lanes each way. No bicycle lanes or on-street parking will be provided. See Exhibit 9.
- B. Relocate three (3) railroad tracks and JPB easement approximately twelve (12) feet to the east from its current location for a distance of approximately eight hundred (800) feet to accommodate the lane configurations for the Seventh Street/Berry Street intersection in Section I.A.1.b(xxii), above. See Subsection E thereof and Exhibit 9.

(vii) Seventh Street

- A. Restripe Seventh Street between Hooper and 16th Streets to accommodate the lane configuration changes described in intersection Improvements Sections (xii)A and (xii)D above. The northbound and southbound curb lanes will be restriped as fourteen (14) foot wide lanes to accommodate both bicycles and motor vehicles.

- B. Note: Agency to cause City to take all necessary actions to eliminate on-street parking on both sides of Seventh Street between Hooper and 16th Streets during the morning and evening peak commute periods in order to provide the lane configuration described in this street segment Improvement Section (vii)A above.

(viii) Terry A. François Boulevard

- A. Restripe the existing Terry A. François Boulevard between Mission Rock Street and The Common, and between 16th and Mariposa Streets, to accommodate two (2) traffic lanes and one (1) bicycle lane each way, with parallel parking on both sides.
- B. Realign Terry A. François Boulevard parallel to Third Street between The Common and 16th Street, providing two (2) traffic lanes and one (1) bicycle lane each way, with parking on both sides.

(ix) Illinois Street

- A. Repave and restripe Illinois Street between 16th and Mariposa Street to accommodate one lane each way, providing parallel parking on both sides.

(x) South Street

- A. Construct South Street between Third Street and Terry A. François Boulevard to accommodate two (2) lanes each way, providing no on-street parking.
- B. Construction of South Street between Third and Fourth Streets is not part of this Infrastructure Plan. UCSF may build the extension of South Street between Third and Fourth Streets as a public or private street.

(xi) Residential Streets

- A. A series of new residential streets will be created or extended into Mission Bay South, to serve the northern portion of Mission Bay South. These will include Mission Bay, Rincon and Mission Rock

Streets and other streets, and will accommodate one lane each way, providing parking on both sides.

2. Wet Utilities.

The following section describes Infrastructure for the sanitary sewer and storm drain Improvements, which shall, except as otherwise indicated, be provided by Owner in connection with the development of the South Plan Area.

a. Sanitary Sewer and Storm Drain System.

The sanitary sewer and storm drain system and the Infrastructure to be constructed by Owner in connection therewith are shown on Exhibit 4.

The storm drain collection system described above is designed for a five (5) year storm, consistent with existing City design criteria. For flows over the five (5) year storm, adequate overland flows for the one hundred (100) year storm will be maintained in the street areas or in other designated areas or other approved corridors which may require easements such as from City Agencies and/or the State, with flows directed to Channel or Bay.

b. Description of Drainage Basins.

For purposes of this Infrastructure Plan, the Mariposa Basin is defined as the part of the South Plan Area located between Mariposa Street and a point three hundred (300) feet north of 16th Street. The Central Basin is described as the part of the South Plan Area located between the Channel and a point three hundred (300) feet north of 16th Street. See Exhibit 4.

c. Separate Sanitary Sewer and Storm Drain System (Central Basin and Mariposa Basin).

The Improvements are shown on Exhibit 4 as two (2) separate systems as follows:

(i) Sanitary Sewer Only.

- A. The Central Basin sanitary sewer system is divided into two (2) zones, each of which flow by gravity to the City combined sewer box just south of the Channel. A sewer lift station will be provided at the box entrance to provide for pressure flow during high level flow in the City box.
- B. The Mariposa Basin sanitary system is a single zone which will be directed to the existing combined pipe system which flows by gravity to the Mariposa Pump Station.

C. The sanitary sewer systems may consist of high density polyethylene ("HDPE") pipe up to and including twelve (12) inches in diameter (sewers exceeding twelve (12) inches in diameter will be Vitrified Clay Pipe (VCP) or Reinforced Concrete Pipe (RCP)), manholes with solid covers, HDPE laterals and appurtenant Improvements. The independent sanitary sewer system may utilize some of the existing combined sewer lines to the extent possible by dedicating the existing line to sanitary sewer collection only. This will require that all previously connected storm drain flows to these lines be redirected to the new separate storm drain system.

(ii) Storm Drain Only.

A. The Central Basin storm drain system is divided into four (4) zones, each of which flow by gravity to its separate stormwater pump station.

The Mariposa storm drain system will be similar to the Central Basin except it will only have one (1) zone.

The storm drain system for both Basins will consist of RCP pipe, manholes, drain inlets integral with sidewalks, outfall structures and appurtenant structures. As a minimum, Class IV RCP will be used under sidewalks and streets with four (4) feet of cover, minimum, unless otherwise approved by the City. The areas near the Bay or Channel will be set at a minimum top of curb elevation of ninety-eight (98.0) feet. The minimum first floor building elevation shall be ninety-nine (99.0) feet. Hydraulic grade line at catch basin not to exceed elevation ninety-seven (97.0) feet.

Some additional specific design parameters from the storm drain system are one (1) foot of freeboard to top of curb in the inlets, pipe sized to be capable of conveying a minimum five (5) year storm, and flows over the piping capacity to be conveyed overland to the Bay or Channel. Pump stations would be provided with dewatering capability and

with sufficient storage for storm drain flows during dry weather.

As the separated system becomes necessary, is constructed and becomes operational (see paragraph F below), one hundred percent (100%) of storm water flows up to a five (5) year storm would be directed to the Channel or Bay, as shown on Exhibit 4, after treatment by the liquid/solid separator as described in paragraph B below.

The City will timely apply for, and diligently pursue, a NPDES Permit for storm water discharge related to the separated system, in accordance with and subject to the provisions of the Interagency Cooperation Agreement.

- B. Liquid/Solid Separator. Mitigation Measure K-4 in the Mission Bay Subsequent EIR provides for use of alternative technologies (or other means) for treatment of storm water discharges (to the Channel) to reduce floatable materials and settleable solids to levels equivalent to or better than City treated Combined System Overflow (“CSO”). For storm water volumes to be discharged to the Channel or Bay, up to a five (5) year storm frequency, the project will include vortex type treatment or an alternative treatment that meets the performance standard of Mitigation Measure K4. Such treatment device is hereinafter referred to as a “Vortex” unit, but the use of such term is not intended to preclude the use of any treatment device, regardless of its technology or manufacturer, which meets the standards set forth herein.
- C. Particulate Management. Mitigation Measure K-4 in the Mission Bay Subsequent EIR provides for source control measures to remove particulates from streets and parking lots. Owner will purchase a Schwarze Industries EV2 (or comparable) particulate management system for use during construction and dedication to the City for roadway maintenance for the Mission Bay Project.

D. Monitoring Program. It is anticipated that the combination of the Vortex treatment and the source control measures for particulate management described in paragraphs B and C above will achieve at least a 40% reduction in the total suspended solids (“TSS”) in stormwater discharges as compared to that which would otherwise be discharged to the Bay or Channel without such Vortex treatment and source control measures. In order to evaluate the stormwater management program against this goal, Owner will implement a monitoring program as described below. The monitoring program will be developed by Owner, in consultation with and subject to the reasonable approval of the General Manager of the City’s Public Utilities Commission, which program will include the following elements:

- Owner will collect and analyze for TSS influent and effluent flow samples to and from a single Vortex unit;
- The goal of the monitoring program will be to calculate a TSS removal rate based on samples taken during a total of fifteen (15) to twenty (20) representative storms over a three year period. The sampled storms should be generally representative, in terms of magnitude, time of year and antecedent rainfall, of the total number of storms during each year;
- The mass of particulates captured by the particulate management system, referenced in paragraph C above, will be measured, and the calculated removal efficiency will reflect an appropriate mass of particulates as would otherwise have been discharged to the Bay or Channel.
- Based on the results of this monitoring, Owner will submit annually a report summarizing the data and results to the City, including calculation of an average annual removal rate for the current year and, when data is available,

the average annual removal rate for the last three (3) consecutive years combined.

Owner will be required to continue this monitoring program until such time as monitoring results demonstrate an average TSS removal rate of at least 40% over a combined period of any three (3) consecutive years, at which point the system will be deemed to have achieved the design goal of 40% TSS reduction and Owner will no longer be responsible for further monitoring. If the monitoring results indicate that the goal is not achieved, Owner shall, subject to the approval of the City's PUC, make modifications to the Vortex unit or units installed to date (and incorporate such modifications into future installations) or take additional measures designed to achieve the goal; provided, however, that the cost to Owner of such modifications or additional measures within each of the five (5) zones within the Central and Mariposa Basins shall not exceed the original cost of acquisition and installation of the first Vortex unit.

- E. Maintenance and Operation. The Owner will, at its cost, secure a maintenance agreement, either with the manufacturer or another entity experienced with the operation of such systems, who will be responsible to operate and maintain any Vortex unit installed, but only until the earlier of (1) such date as monitoring results indicate that the design goal of 40% TSS removal has been achieved, as provided in paragraph D above or (2) the date six (6) years after commencement of operation of the first Vortex unit. During the period when Owner is responsible to secure a maintenance agreement, Owner shall cause the manufacturer or other entity providing such maintenance to keep detailed logs of all maintenance activities. Once monitoring results indicate that the design goal has been achieved, Owner shall have no further obligation for the cost of operation or maintenance.
- F. Phasing. Initially, Owner would use the existing combined system to the extent of available capacity, supplemented by interim surface detention or by

interim adjustment of the watershed and/or sewershed boundary between the Central Basin and the Mariposa Basin, where feasible.

- G. Owner and the City are continuing to explore the possibility of incorporating sand filtration into some open space areas to provide both additional stormwater treatment and rapid drainage of open space areas. If proposed by Owner, such sand filtration system would be subject to approval by both the Agency and the City's PUC. If such sand filtration is installed, the monitoring program described in paragraph D above, would be designed to include treatment provided by such sand filtration system in the calculation of the TSS removal rate.

d. Seawall Lot 337.

The Port will work with its tenants in engineering for the new development and new uses of Port property, including interim new uses, such that sanitary sewer and storm drain Improvements are consistent with this Infrastructure Plan. The Port will deliver Storm water discharge from the approximately twenty (20) acre Port property adjacent to the South Plan Area, located east of Third Street and north of Mission Rock Street, known as Seawall Lot ("SWL") 337, as follows: For new development on SWL 337, storm water will be collected on site and delivered directly to the storage box near Fourth Street and Owens Street by a separate storm water pipe. See Exhibit 4. The storm water discharges from parcel SWL 337 or the adjacent piers 48 and 50 and the connections to the existing City combined sewer system shall not be the responsibility of Owner. Upon construction of the required sanitary sewer Improvements by Owner under this Infrastructure Plan, sewer flows from parcel SWL 337 and the adjacent piers 48 and 50 shall be directed to the new pump stations which discharge the flow to the existing City combined sewer in Fourth Street or the separated system as shown in Exhibit 4 when constructed in accordance with this Infrastructure Plan. See Exhibit 4. The sanitary sewer system, including piping, pumping and treatment facilities will accommodate planning criteria provided by the Port for the development and use of Port owned property consistent with the development criteria in the existing Waterfront Land Use Plan and the Mission Bay Subsequent EIR. Provision of sewer lines or pumps, except as otherwise described in this Infrastructure Plan, and connection to Owner constructed sewer system as described in this Infrastructure Plan shall not be the responsibility of Owner. Neither the planning, development nor use of the Port property shall alter, accelerate, delay or otherwise adversely affect Owner's rights and obligations under this Infrastructure Plan. If the Port does new development prior to Owner's construction of Infrastructure, the Port will have no obligation to construct infrastructure with capacity in excess of the Port's development needs for SWL 337, Piers 48 and 50 unless tax increment from the South Plan Area is available with respect thereto consistent with the financing plan.

e. **Auxiliary Water Supply System (AWSS)**. The AWSS system and the Infrastructure to be constructed by Owner in connection therewith are identified on Exhibit 5. This system is also known as a high pressure water supply system dedicated for fire protection. The City-wide system serves as a source of fire protection in industrial, commercial and many residential districts. The system consists of cast iron or ductile iron pipe (DIP), high pressure hydrants, valves and fittings, and appurtenant improvements. It is contemplated that the South Plan Area system will be connected to the North Plan Area system via an interconnection between Berry Street and North and South Common Streets via the proposed connector road when appropriate. DPW will design the proposed Improvements in the locations shown in Exhibit 5. Owner shall pay for the costs of designing the AWSS system. Owner may monitor the design process and cost parameters during design development and contribute to the design specifications by reviewing and commenting on conceptual design and cost analyses and proposed final construction plans and estimates prior to bidding for cost and to ensure consistency with the other utility Infrastructure Improvements, including pipe, hydrant and valve locations.

f. **Low Pressure Water System**. The low pressure water system is identified schematically on Exhibit 6. This domestic water supply and fire protection system consists of DIP mains, low pressure fire hydrants, valves and fittings, and appurtenant Improvements. It is contemplated that the South Plan Area will be connected to the North Plan Area. A connection to the North Plan Area low pressure system may, subject to approval of other regulatory agencies with jurisdiction (such as BCDC, Corps of Engineers, RWQCB and others), be installed in the Fourth Street alignment beneath the Channel when appropriate. Engineering design and analysis provided by Owner shall verify whether this interconnect is required for adequate fire flows. Final pipe sizes, locations, connections and interconnections, flows, pressures, and location and number of fire hydrants will be determined with a new "Hardy Cross" hydraulic model analysis using appropriate design criteria reasonably established by the City.

g. **Channel Suction Inlets**. Channel Suction Inlet Infrastructure in the locations shown on Exhibit 5 will be provided by Owner subject to approval of regulatory agencies with jurisdiction (such as BCDC, Corps of Engineers, RWQCB and others). No cisterns are required.

h. **Reclaimed Water System**. The Reclaimed Water System Infrastructure Improvements identified on Exhibit 7 will be installed by Owner to the extent required by applicable City Regulations. This system consists of DIP bagged for corrosion protection and cross-connection prevention valves and fittings, and appurtenant Improvements. The pipes will be installed in each of the streets (one (1) side only) as the streets are constructed. Supply for the reclaimed water has not yet been determined. Supply sources may include the high pressure water line system or the vault at Mariposa and Owens or other sources such as the Seventh Street existing unused sludge line or Third Street as shown on the Recycled Water Master Plan. Lines will therefore be installed dry. Actual supply point connections will be determined when supply is available.

i. Public Utility Easements. Public utility easements will be allowed at other locations, including in the vara right of ways shown on Exhibit 2. Utilities in these areas will be installed in accordance with the standards in this Infrastructure Plan and applicable City Regulations for public acquisition and acceptance within public utility easement areas, including provisions for maintenance access, but such areas shall not be required to be dedicated as public right of ways or improved to public right of way standards.

3. Dry Utilities.

a. Joint Utility Trench.

Work necessary to provide the joint trench for dry utilities (that lie in public streets and in the sidewalk area if at all possible) consists of trench excavation and installation of conduit ducts for telephone, cable, fiber optic, electrical, gas (direct burial), fire and police alarm and MUNI. Additionally, utility vaults, splice boxes, street lights and bases, wire and transformer allowance, and backfill are included. The utility owner/franchisee (such as MUNI and fiber optic companies) will be responsible for installing facilities such as transformers and wire.

All necessary and properly authorized public utility Improvements for which franchises are authorized by the City shall be designed and installed in the public right-of way in accordance with governing codes, rules and regulations (in effect from time to time), and permits approved by DPW. Joint trenches or utility corridors will be utilized wherever feasible. The location and design of joint trenches/utility corridors in the right-of way must be approved by DPW during the subdivision review process. All subsurface vaults serving one building shall be placed behind the property line. If a subsurface vault serves the distribution system, it may be placed in the right of way. Other facilities (e.g., traffic signal controllers) shall be located above ground as necessary for operational reasons. The precise location of the joint trench in the right of way will be determined prior to recording the applicable final map and identified in the subdivision improvement plans. Nothing in this Infrastructure Plan shall be deemed to preclude Owner from seeking reimbursement for or causing others to obtain consent for the utilization of such joint trench facilities where such reimbursement or consent requirement is otherwise permitted by law.

b. Street Lights. Secondary power for street lighting shall be installed in a separate trench in accordance with City Regulations in effect from time to time. Sections 937 through 943 of the San Francisco Public Works Code contain specific requirements for street lighting and is hereby incorporated by reference.

c. Public Utility Easements. Public utility easements will be allowed at other locations, including in the vara right of ways shown on Exhibit 2. Utilities in these areas will be installed in accordance with the standards in this Infrastructure Plan and applicable City Regulations for public acquisition and acceptance within public utility easement areas, including provisions for maintenance access (refer to Section 2 on Exhibit 3H for typical twenty-two (22) foot maintenance access easement), but such areas shall not be required to be dedicated as public right of ways or improved to public right of way standards but may including paving, street furnishings, lighting, landscaping and irrigation.

B. PUBLIC OPEN SPACE

1. Open Space Parcels.

The Open Space Parcels in the South Plan Area are shown in Exhibit 8 and denoted as the parcels beginning with "P," totaling approximately thirty-three (33) acres. This total area is in addition to the approximately two (2) acres of Port owned Property described in Section I.B1.i, below, which is located outside the South Plan Area and integrated in South park plans, the school yard described in Section I.C.9 below and the approximately eight (8) acres of publicly accessible open space within the UCSF Campus Site. Except as provided herein, the Owner shall construct all of the Improvements in the Open Space Parcels. Improvements to Open Space Parcels are further described in the Design for Development.

a. Mission Creek Park - South Channel. (P1, P2, P3 and P8.)

The Mission Creek Park - South Channel park system will connect to the Mission Creek Park - North Channel park system in the North Plan Area. The Mission Creek Park - South Channel consists of approximately eleven and three tenths (11.3) acres and will include a separate Class-1 bike-path and a meandering pedestrian path along the length of the park system from P1 through P8. The park may also include a restroom.

Parcel P3 will be designed as an urban plaza recognizing intensive use from hotel patrons in character of landscape and use of pavement materials.

Planned Improvements in the P1, P2, and P8 park areas include walkways, grassy areas and picnic tables for passive activities such as strolling, sunning and picnicking. A bicycle and pedestrian path will be provided on Parcels P1, P2, P3 and P8 connecting the Berry Street Connector with Third Street.

Park design in Parcel P2 will integrate with the existing houseboat park and accommodate houseboat area access and parking. No Improvements to the Channel edge below top of bank including with respect to the existing utility outfalls or houseboat ramps area are included in Parcel P2 along the existing houseboat park.

New vehicular access to the houseboat parking lot located on P2 will be provided from Owens Street. There will be one major roadway and a secondary/emergency access. Their exact location will be determined after on-going detailed planning and engineering analyses are concluded, but it is anticipated that the main access will be located near the midpoint between the proposed Fifth Street pedestrian bridge and the roundabout intersection with The Common. The existing number of parking spaces (50) will be maintained.

Guidelines for Improvements to the Channel edge below top of bank including, without limitation, selective repairs, bank stabilization as necessary and revegetation are described in the Design for Development. Such Improvements are subject to approval of regulatory agencies with jurisdiction (such as BCDC, Corps of Engineers, and RWCQB).

b. Mission Bay Commons. (P11 through P17.)

The Mission Bay Commons consists of approximately six and four tenths (6.4) acres of parks adjacent to the Campus Site and to residential neighborhood. This park system will provide both passive and active activities for children and adults. A continuous internal pathway system will include a sidewalk around the perimeter and meandering pathways through the interior of Mission Bay Commons. Street trees will be located within the perimeter of the park rather than on the other side of the adjacent street right of way. An art feature is anticipated as a focal point or significant design feature in P17.

c. Owens Field. (P7 and P9.)

Owens Field consists of approximately two and four tenths (2.4) acres. The park will be developed to accommodate a variety of zones for active recreation such as a softball field, and, in areas under the freeway, “noisy” recreation such as skateboarding, rollerblading, basketball, etc.

d. Bayfront Park. (P22 and P21.)

The Bayfront Park system consists of approximately five and a half (5.5) acres located east of Terry A. François Boulevard and an additional approximately two (2) acres on property owned by the Port, totaling approximately seven and a half (7.5) acres. The Bayfront Park System does not include the additional open space area running north from the boundary of the Aqua Vista Park to Pier 54. The park will be designed to accommodate a variety of both passive and active uses, such as soccer or other field related sports or informal performance areas. Improvements in P21 will include boat trailer parking and access to the boat launch to be constructed by the City’s Port. Improvements in P22 will extend to the top of the bank to the east in the adjacent Port property as shown on Exhibit 8. The Bay Trail will be extended through the Bayfront Park and adjacent area subject to authorization from BCDC.

As discussed in Section 7 below, Freight Rail Improvements may be extended in the Bayfront Park area by the City’s Port if needed.

e. Mariposa Walk and Parks. (P23, P24 and P26.)

The Mariposa Walk and Parks will consist of approximately four and a half (4.5) acres and includes Mariposa Park (P26) and Mariposa Bayfront Park (P23 and P24) as well as the landscaped Mariposa Walk. Mariposa Park will be designed as a green, flexible use community park, including a “junior” soccer field and a restroom/equipment storage facility. Mariposa Bayfront Park will include informal play areas and picnic areas.

Mariposa Walk consists of a thirty (30) foot wide (twenty (20) foot building setback and ten (10) foot sidewalk) combined pedestrian and bicycle connection between Mariposa Park and Mariposa Bayfront Park along the northern edge of Mariposa Street at Parcels X3 and 34 from Terry François to Fourth Street. This setback area will be privately owned but publicly accessible.

f. Residential Parks. (P5, P6, P18 and P19.)

The Residential Parks consist of approximately two (2) acres. They will be designed to benefit the adjacent residential neighborhoods, and include uses for children and families that invite daily and active use. Triangle Square (P6) will be developed for use by the residential community. A central green space will be designated to accommodate flexible programs and uses, including uses for children and families that invite daily and active use.

g. Other Open Space Parcels. (P10, P20 and P27.)

Landscape Improvements will be provided in P10, P20 and P27.

h. UCSF Campus.

At least eight (8) acres of publicly accessible open space will be provided by UCSF within the Campus. The Campus Site will also include an approximately one and a half (1.5) acre public school yard as described in Section I.C.9 below.

i. Open Space in Port Jurisdiction East of Terry François Blvd.

On an approximately one and eight-tenths (1.8) acre portion of Bayfront Park (Parcel 21) that is within Port jurisdiction, easterly of realigned Terry A. François Blvd., the Port shall construct a boat trailer parking lot, including temporary accessways to serve Port tenants at Pier 54. The Port will demolish and remove existing buildings within the future Bayfront park area (including Parcels 21 and 22) and the area east of Parcels 21 and 22 within Port jurisdiction; reconstruct or rehabilitate the existing seawall, where required (except in future storm outfall areas); construct and, after relocation of Terry A. François Boulevard in accordance with this Infrastructure Plan, reconstruct the boat trailer parking lot in accordance with Section 6.7 of the Port Land Transfer Agreement; remove piers beyond the seawall, if necessary; and, extend rail service to Piers 48 and 50, if necessary. (See Section I.C.6 below.) The Port will maintain the seawall, piers and other maritime facilities and the boat trailer parking lot.

A BCDC permit and other approvals are required for the proposed Bayfront Park, shoreline trail, Channel-edge enhancements and other Improvements. City Agencies may be required to be a co-applicant on such applications.

Owner will relocate and reconstruct Terry A. François Blvd., including associated street utilities, provide new and/or relocated utility services to existing Port tenants along Terry François Boulevard (sized to accommodate existing users and land use intensities), and construct storm drain outfalls in accordance with this Infrastructure Plan. Owner will remove debris from the area between top of bank and the east right of way line of the relocated Terry A. François Boulevard and regrade; construct landscape improvements from the east right of way line of the relocated street to the top of bank (including the Bay Trail); and construct a rail line, if necessary, to serve Pier 80 as described in Section I.C.6 below.

The CFD Maintenance District will maintain the new park area from the east right of way of Terry A. François Boulevard to the top of bank.

2. **Mid Block Lanes.**

A Mid Block Lane on Parcel 12 and on Parcel 13 will be at least thirty (30) feet wide. Improvements may include paving, street furnishings, lighting, landscaping and irrigation system.

C. **OTHER INFRASTRUCTURE**

The following additional Infrastructure Improvements shall, except as otherwise indicated, be provided by Owner in connection with the development of the South Plan Area.

1. **Pedestrian Bridge.** A neighborhood linking pedestrian bridge across the Channel at Fifth Street will connect the neighborhood open space system north and south of Channel in the Channel Park area along Fifth Street. The obligation to construct a neighborhood linking pedestrian bridge is subject to obtaining authorization and approvals acceptable to Owner from all regulatory agencies with jurisdiction (such as BCDC and Coast Guard). The bridge as shown in Exhibit 12 will be a center swing bridge, 11 feet wide, with a steel approach span of approximately 115 feet long, a steel center swing span of approximately 70 feet, an approach span of approximately 65 feet long, and steel deck supports, turntable systems, wall abutments (not higher than five feet above adjacent finish grades at the north and south channel banks) and a control building (or equivalent type of bridge structure which achieves the same pedestrian connection between the north and south sides of Channel).

2. **Interim Operational Requirements.** These Improvements are temporary Improvements or modifications of existing facilities to be constructed by Owner such as interim parking, drainage, roadways and utility improvements such as water, sewer, storm drain and franchise utilities such as electrical, gas and telephone and cable which may be necessary to adequately serve a Major Phase or Project therein or other development or transit requirements, until such time as final Improvements are constructed. These temporary improvements may be relocated, removed and/or abandoned by Owner, as determined by the Department of Public Works, when the balance of development occurs. An example is a traffic turn-around area at the interim terminus of a street which will be extended in future phases. Maintenance of such Improvements shall be by Owner.

As described in Section II below the construction of wet utilities will usually be undertaken when the street is constructed. The ultimate piping for storm and sewer will be installed within the limits of the street work. However, the Owner reserves the right to connect these construction segments to the City combined system as an interim stage of development. It is understood that such connection will be allowed as long as the City system capacity is not exceeded.

Interim parking for the San Francisco Giants Ballpark and UCSF Campus is shown on Exhibit 13. The areas shown are not intended to be the final locations but are shown for

conceptual purposes only and are subject to modification based upon the construction phasing of UCSF and the final configuration as will be determined between the Giants and Owner. These surface parking lots would be constructed of impervious materials. Interim drainage will include, subject to regulatory review and approval, shallow temporary surface detention of rainwater from large storms up to a five-year storm event until such time as the ultimate need for the proposed separated storm drain and sanitary system is required.

3. *MUNI Transit Related Improvements.*

There may be necessary or desirable revisions to MUNI transit plans for trolley coach services described herein, as a result of the review and legislative approval process associated with service implementation, the development of proposals which better serve Mission Bay and adjacent neighborhoods, integration with changes to MUNI service elsewhere in the City, particularly the areas south of Market Street, design and State of California approvals associated with trolley coach crossings of the Caltrain tracks, or other reasons. If this occurs, Owner agrees to work with City to accommodate such revisions, including construction of poles, eyebolts and other facilities as enumerated herein at alternate locations. However, once initially designed or constructed, the cost of relocation of such facilities will not be Owner's responsibility and any such changes shall not adversely delay or affect Owner's ability to develop the South Plan Area in accordance with the Mission Bay South Redevelopment Plan and Plan Documents. Final design details and design adjustments, consistent with this Infrastructure Plan will, as necessary or appropriate, accommodate trolley route extensions.

MUNI intends to extend service in the South Plan Area, including extensions of the MUNI Lines 22-Fillmore and either 30-Stockton or 45-Union/Stockton and in connection therewith MUNI will provide the following transit services:

a. *MUNI Line 22-Fillmore.*

Owner will provide and construct street light and/or overhead trolley bus poles and/or eyebolts on buildings to support MUNI trolley wires along 16th Street, between Seventh Street and Third Street, South Common Street between Third Street and the Commons connecting street, the Commons connecting street between South and North Common Streets, and North Common Street between the Commons connecting street and Third Street. Some additional trolley poles or eyebolts may also need to be provided and constructed by Owner on Third Street between 16th Street and the Commons.

MUNI staff has indicated that the 22-Fillmore service cannot be extended to the South Plan Area until service can be extended on the 30-Stockton or 45-Union/Stockton to Potrero Hill. The extension of the 30-Stockton or the 45-Union/Stockton is contingent on the street system being constructed.

b. *MUNI Line 30-Stockton or 45-Union/Stockton.*

Owner will provide and construct street light and/or overhead trolley bus poles and/or eyebolts on buildings to support MUNI trolley wires along Fourth Street between Owens and

Mission Bay Streets, Mission Bay Street between North and South Common Streets, the portion of North and South Common Streets between Mission Bay Street and the Seventh Street connector, and the Seventh Street connector between North and South Common Streets and Seventh Street, including the Caltrain at-grade crossing. Some additional trolley poles or eyebolts may also need to be provided and constructed by Owner on Fourth Street between the Channel and Owens Street. This work will be undertaken in conjunction with development of Residential Projects between the Common and Owens Streets. Owner will work with Department of Parking and Traffic and MUNI to evaluate the need of transit-only lanes on the Common Street Connector to Seventh Street. If the lanes are to be implemented, they would be provided within the right of way described in this Infrastructure Plan.

c. *MUNI Light Rail.*

The MUNI Third Street Light Rail project is anticipated to run from King Street over the Fourth Street Bridge through the Owens extension to connect to Third Street and continuing through the South Plan Area on Third Street. The Light Rail project shall be the responsibility of MUNI. Except as otherwise provided in this Infrastructure Plan, MUNI is responsible for the cost of modifications/improvements to Fourth Street south of Channel, Owens Street and Third Street consistent with this Infrastructure Plan that are necessitated by the Third Street Light Rail project. The right of way is shown on Sections J and Q. MUNI will provide Owner's Representative with progress plans for review and plan coordination. It is anticipated that portions of the MUNI Third Street Light Rail project will commence in advance of adjacent development along the adjacent street frontage. The Owner shall provide those portions of the right of way necessary for the Third Street Light Rail project within Owner's ownership or control as required to meet the Light Rail project schedule. MUNI will provide a power substation located in Parcel P23.

Except as otherwise provided herein, Owner and MUNI will each contribute only to "Street Widening Costs" (as defined below) incurred by Owner or MUNI in the total amount for each of one-half (1/2) the cost of widening and improving the existing Third Street in the vicinity of the 16th Street Intersection, and including the Improvements described in Subsection (8) below, in accordance with this Infrastructure Plan (the "Third Street Contribution"). As used herein, the widening and improving of the existing Third Street in accordance with this Infrastructure Plan, hereinafter the "Street Widening," consists only of the following:

- (1) Demolition of existing pavement, curb and gutter;
- (2) Preparation of street subsurface and street base;
- (3) Installation and resurfacing of street;
- (4) Construction or reconstruction of gutters, catch basins and sidewalks;
- (5) Utility lateral extensions;
- (6) Installation or relocation of street lights and strain poles;

(7) Installation or relocation of traffic signal poles, masts, heads and controllers.

(8) Installing new strain poles, street lights, traffic signal poles, masts and heads and a new traffic signal controller at the intersections of Fourth Street and Owens, Third Street and Owens, and Third Street and South Street.

MUNI's or Owner's, as applicable, obligation for any Third Street Contribution is conditioned upon: (a) A construction contract having been executed for the Street Widening, or a portion thereof; and (b) The Owner or MUNI, as applicable, having secured a funding commitment for the balance of the cost of constructing the Street Widening or the segment which is covered by the construction contract described in clause (a) above.

Provided the foregoing conditions to Owner's and MUNI's obligation for any Third Street Contribution have been satisfied, the Owner or MUNI, as applicable, shall pay the Third Street Contribution upon the occurrence of all of the following: (i) Owner and MUNI, as applicable, having certified that construction of the Street Widening, or portion thereof covered by the applicable construction contract, is ready to proceed; and (ii) Owner or MUNI, as applicable, having provided reasonably detailed documentation, including, without limitation, from the construction bid documents, for the Street Widening Costs (as defined below) to be paid.

As used herein, "Street Widening Costs" means the substantiated, reasonable costs of construction of the Street Widening, which costs shall consist of the following, without duplication: (i) the "hard" costs to be incurred by Owner or MUNI, as applicable, under the contract, for the construction of the Street Widening (the "Hard Costs"); (ii) out of pocket costs incurred by Owner or MUNI, as applicable, in preparing construction documents, specifications, schedules and related construction contracts in the amount of two percent (2%) of the Hard Costs; (iii) a construction and project management fee to be retained by Owner or MUNI, as applicable, in the amount of four percent (4%) of the Hard Costs; (iv) pro-rata professional costs, such as design, engineering, architectural, legal accounting, inspection, construction staking, materials testing, consulting and similar professional services (excluding cost of any such services provided directly by Owner or MUNI) in the amount of eleven percent (11%) of the Hard Costs; and (v) out of pocket costs directly related to the construction of the Street Widening, such as costs of security, safety signage, payment, performance and/or maintenance bonds, and insurance costs. City Agencies' administrative costs in connection with the Street Widening project(s) shall only be included to the extent allowed as a Street Widening Costs and shall not be included in Agency Costs.

d. Other. City shall install and maintain transit shelters, including transit related furniture, adjacent to MUNI selected transit zones on land owned by the City (unless otherwise agreed by Owner). Owner should work with MUNI to accommodate MUNI operations, staging and support facilities, including but not limited to operator restroom, street supervisor call boxes, oversized terminus/transfer shelters, transit patron access, and special vehicular and MUNI personnel access and staging areas to support maintenance and security functions on land owned by the City (unless otherwise agreed by Owner). The precise location

shall be determined in consultation with Owner. If Owner modifies lot entrances and/or exits that affect MUNI facilities, such as bus terminal areas, Owner will work with MUNI to develop acceptable mitigation. Owner will bear the reasonable costs of relocation of MUNI facilities if needed.

4. *Seventh Street/The Common/Berry Street Connector At Grade Railroad*

Crossing. Access to Seventh Street will be provided via the North and South Common Streets connection to Seventh Street Connector Road, which, in turn, will connect to Seventh Street by means of an at-grade railroad crossing. The Berry Street Connector Road is included in the Mission Bay North OPA. See Exhibit 9.

At grade crossing of the JPB railroad line, which is mostly parallel and adjacent to Seventh Street, near Hooper Street, would provide access to the west side of the South Plan Area (and North Plan Area) via Seventh Street, as described in Section I.A.1.b.(xxii), above.

At grade crossings of railroads are under the jurisdiction of the CPUC and subject to application by the City and an agreement for construction and maintenance with JPB. The agreement would provide for reimbursement by Owner of JPB for construction costs and costs and expenses for engineering review, marketing and scheduling, detouring flagging and engineering inspections in connection with the construction of the Improvements to be provided by JPB. Additional approvals are also required. Construction of the road and path will require BCDC approval and approval of City Agencies. The Seventh Street connector road requires construction of the at grade crossing at The Common.

As required by JPB, the new at grade crossing will require relocation by Owner or JPB of three (3) railroad tracks approximately twelve (12) feet to the east from its existing location for a distance of approximately eight hundred (800) feet and new traffic signals at the intersection of the Berry Street Connector Road, North and South Common Streets, and Seventh Street. New traffic signal poles, mast and heads and a traffic signal controller will be installed. The traffic signal controller will be interconnected with those at 16th and Townsend Streets. The at-grade railroad crossing will be protected by automatic gates, signals and signs.

5. *Grading and Surcharging.*

Grading, including preparation, import fill, excavation fill and compaction consistent with the RMP, will occur to some degree depending upon the zone. Grade on the project will be adequate to accommodate the storm drain overland flow considerations.

Surcharge techniques may be utilized in particular zones, including right of way areas, in order to accelerate consolidation.

6. *Rail Road Facilities/Rail Relocations.*

Railroad facilities for freight operations are intended to provide potential future access for freight to Piers 48 and 50 at the Northeast end of the South Plan Area and continued freight access to Pier 80 south of the South Plan Area. See Exhibit 10. The rail alignment shown is for conceptual purposes only and is not

intended to identify a precise location within the street right of way. A final location within the right of way will be determined at the time of improvement.

Alternative future rail access to Pier 80 may be provided from the south via a new Illinois Street Bridge over Islais Creek at a location between Piers 80 and 90. It is contemplated that the bridge would also accommodate Port vehicular traffic. Until such time, if any, as a new Illinois Street Bridge is approved, constructed and made operational, freight rail access will be provided via existing rail lines near 16th Street, which switch back to Illinois Street and then to Pier 80 south of the South Plan Area.

If development in the South Plan Area requires relocation of freight rail service in the absence of a new Illinois Street Bridge, the 16th Street rail lines will be relocated to within the 16th Street right of way and proceed easterly to a point near the current alignment of Terry A. François Blvd., where it will switch back along such alignment to connect to existing rail lines in Illinois Street for access to Pier 80.

Subject to the following conditions Owner shall contribute only to Illinois Street Bridge Costs (as hereinafter defined), of City Agencies in the total amount of the lesser of one-half (1/2) of the amount of the selected construction contract bid for the fixed (non-moveable) Illinois Street bridge ("Illinois street Bridge") or two and a half million dollars (\$2,500,000), without any escalation in the amount thereof (the "Rail Contribution"). Owner's obligation for any Rail Contribution is conditioned upon (i) the City securing a funding commitment for the balance of the cost of constructing the Illinois Street Bridge providing for rail access and all related project improvements within five (5) years of the Effective Date, (ii) the Port's agreement, within five (5) years from the Effective Date, to abandon all rail lines within the South Plan Area north of Mariposa Street upon completion of such work, including, without limitation, permitting removal of any interim rail lines in the Bayfront Park area, and (iii) the City's use of good faith efforts to identify and obtain sources other than Owner or to timely reimburse Owner (without interest) for the Rail Contribution, provided that the City shall not be required to incur costs or expenses in connection therewith (other than administrative expenses).

Provided the foregoing conditions to Owner's obligation have been satisfied, the Owner shall pay the Rail Contribution upon the occurrence of all of the following: (a) the applicable City Agency's issuance of a Building Permit providing for construction of the first Owner Project in a Major Phase in the South Plan Area, which Building Permit is valid, binding and in full force and effect, and the period for challenging such Building Permit has either passed without challenge, or the same has been upheld through and including all administrative proceedings or appeals without adverse effect; (b) the applicable City Agency has executed a construction contract for the Illinois Street Bridge; and (c) all Other Regulatory Approvals and all applicable railroad licenses and approvals have been granted and are valid, binding and in full force and effect.

As used in this Section, "Bridge Costs" means the substantiated, reasonable cost of construction of the Illinois Street Bridge, which costs shall consist of the following, without duplication: (i) the "hard" costs incurred by City Agencies for the construction of such bridge,

and any associated environmental investigation, remediation and response activities; (ii) out of pocket costs incurred by City Agencies in preparing construction documents, specifications, schedules and related construction contracts and the related costs of environmental evaluations of the Illinois Street Bridge; (iii) fees paid to governmental agencies for obtaining permits, licenses or Other Regulatory Approvals for the Illinois Street Bridge; (iv) a construction and project management fee to be retained by the City Agencies not to exceed four percent (4%) of the costs described in clause (i) above incurred for the construction of the Illinois Street Bridge; (v) professional costs incurred by City Agencies associated with the Illinois Street Bridge, such as design, engineering, architectural, legal, accounting, inspection, construction staking, materials testing, consulting and similar professional services (excluding cost of any such services provided directly by City Agencies); (vi) out of pocket costs directly related to the construction and/or acquisition of the Illinois Street Bridge, such as costs of security, safety signage, payment, performance and/or maintenance bonds, and insurance costs (including costs of any title insurance required under the South OPA or the Land Transfer Agreements); (vii) costs of land or right-of-way acquisitions from unrelated third parties and condemnation pursuant to the South OPA or Interagency Cooperation Agreement; and (viii) construction financing costs, (consisting of interest expense and lender fees related to the financing costs) with respect to any construction loan obtained by the applicable City Agency with respect to the Illinois Street Bridge provided that such financing costs shall not be included within the definition of Bridge Costs to the extent such financing costs are in excess of commercially prevailing rates or accrue during any period that the City or Agency is in Material Breach under the South OPA or any other Plan Document. City Agencies' administrative costs in connection with the Illinois Street Bridge project shall only be included to the extent allowed as a Bridge Costs and shall not be included in Agency Costs.

The Illinois Street Bridge project would be subject to environmental review; and the City would be the lead agency for preparing the environmental document(s). Nothing herein shall be deemed to limit any City Agency's or the Agency's ability to comply with the California Environmental Quality Act or other federal or state environmental laws. The bridge and rail relocations are also subject to obtaining regulatory approvals, and City Agencies will be the applicant thereon. Subject to further review, a fixed (non-moveable) Illinois Street Bridge could include extension of the AWSS system via a connection to the existing pipeline, relocating the existing fireboat manifold and an additional fully equipped hose tender apparatus (fire pump truck).

Future access to Piers 48 and 50, if any, would be provided from the south near Pier 80, northerly on Illinois Street and then along an alignment that is outside of the developable Parcels in the South Plan Area along Terry A. François Blvd. and the adjacent open space as shown on Exhibit 10. Owner shall not be responsible for construction or funding of any rail access to Piers 48 and 50 or for obtaining necessary regulatory approvals.

7. Utility Relocations.

The installation of Infrastructure herein described will require the relocation of certain existing utility facilities. In most cases, relocation will occur in connection with the installation

of Infrastructure elsewhere described in this Infrastructure Plan. Continuance of utility service to users during relocation activities will be the responsibility of the Owner together with the providing utility. Although such relocations are not described in this Plan (except as noted below), this work shall be generally delineated in any tentative map submittal and more specifically detailed in public improvement plans. Where feasible, all utilities should be located in their ultimate locations to avoid relocation. Side sewers and other utilities shall be extended to at least one foot (1') beyond future curbs.

Utility relocation activities include the following:

a. Third Street Light Rail Extension Project.

It is expected that MUNI will proceed with the extension of their facilities in the Fourth Street — Owens Street — Third Street corridor prior to the development of Owner and UCSF Campus Site properties adjacent to these streets. The relocation of utilities necessitated by this work shall not be the responsibility of Owner. The relocation of existing utilities and the installation of new utilities shall be consistent with this Infrastructure Plan.

b. 66" Combined Sewer Force Main.

Because the existing sixty-six (66) inch facility encroaches upon or bisects proposed development parcels (Parcels 38, 39, & 43), materially impacting land utilization, it may be necessary to relocate this line in one or more locations. Temporary interruption of summer time low flows will occur if this line is relocated; however, sufficient in-ground storage facilities are available in the immediate vicinity of the Channel Pumping Station to contain these flows during disconnect and reconnect activities.

c. Utility Services to the Port.

Maritime activities will continue to the east of Terry A. François Blvd. while the South Plan Area is developed. Services to Port tenants will need to be maintained during installation of a new separated sanitary sewer and storm drain collection and treatment system, a new low pressure water supply grid and other utilities incident to the development of housing, R&D and open space uses in the Port area. Although Terry A. François Blvd. will be relocated westerly of its current position, the Plan will provide for continuous access to Port tenants located along the current alignment of the street.

8. Police/Fire Facility.

When and as provided in the South OPA, Owner will, if it has elected to take title pursuant to the Land Transfer Agreements, convey to the City approximately one and twenty-seven one-hundredths (1.27) acres of real property on parcel eight (8) as shown in the Site Plan to augment the existing City-owned fire station site of twenty-six one-hundredths (0.26) acres, for a combined police and fire facility. The City shall be solely responsible for the design, construction, operation and maintenance of the police and fire facility, and for obtaining all necessary funding except to the extent provided in Section 4.4 of the South OPA and all permits

and authorizations with respect thereto. Owner shall not be required to do any Infrastructure in connection therewith except for the realignment of Mission Rock Street as necessary to complete the 1.27 acre parcel, which obligation shall not arise until the earlier of Certificates of Occupancy having been issued for one thousand (1,000) Residential Units in the South Plan Area or development of the Major Phase which includes parcel 9 as shown on the Site Plan.

9. *School Site and Elementary/Secondary School Play Yard.*

a. *School Site.*

Owner will convey to the City or its nominee or, if previously conveyed to the Regents as part of the UCSF Campus, shall cause to be conveyed, a seven tenth (0.7) acre elementary/secondary (K-12) school site and an adjacent one and a half (1.5) acre elementary/secondary (K-12) school play yard within a two and two tenth (2.2) acre portion of parcel fourteen (14) as shown in the Site Plan within the UCSF Campus (the "School Site"). The School Site will be conveyed prior to issuance of a Building Permit for the Residential Project which includes the three thousand two hundredth (3,200) Residential Unit in the North and South Plan Areas, provided that the City or its nominee shall have certified it is ready, willing and able to Commence Construction of an elementary or secondary school thereon. At the time of such conveyance (i) Owner will have met its pre-conveyance obligations under the South Environmental Investigation and Response Program; (ii) the School Site will either be served by Infrastructure as described in the Infrastructure Plan or such Infrastructure shall be provided for in a subdivision improvement agreement for which subdivision improvement security for the installation of same has been posted, in which event Owner shall provide such Infrastructure by the time the school facility has completed construction and is available for occupancy; (iii) any surface structures on such real property will have been demolished and cleared; and (iv) no exception to title shall appear except as permitted by Exhibit B to the Housing Program and the Amended and Restated City Land Transfer Agreement for such parcel. Owner will have no obligation to remove any foundation piles or subsurface structures, or to fill, grade or otherwise level the seven tenths (0.7) acre school building portion of the School Site or to perform any Improvements thereto.

Agency, City and Owner acknowledge that if the City elects in writing to decline to accept conveyance of the School Site or if the City does not deliver to Owner (or the Regents if the property has been conveyed to the Regents) a written request for conveyance of the School Site for school purposes within twenty-nine (29) years after the Effective Date, then the one and a half (1.5) acre play yard portion of the School Site shall nevertheless be developed and maintained as publicly accessible open space in accordance with Section 3.2 of the Agreement for Donation of Real Property by and between the City and County of San Francisco and the Regents of the University of California. Such one and a half (1.5) acres of publicly accessible open space shall be in addition to the approximately eight (8) acres of publicly accessible open space otherwise included in the UCSF Campus.

b. Elementary/Secondary School Play Yard.

A one and one-half (1.5) acre elementary/secondary (K-12) school play yard will be located on a portion of the School Site conveyed to the City. The location of the school play yard shall be determined by the City. The Agency, in consultation with the City and Owner will determine the design and type and quality of play yard Improvements consistent with the standards generally applicable to such play yards. Subject to the foregoing and to obtaining requisite permission for access and other permits and authorizations, if any, Owner will complete the play yard Improvements prior to completion of construction of the school by the City.

10. Odor Control Improvements.

Owner shall, subject to the terms and conditions of this Section I.C.10, pay to the City a total of Five Million Dollars (\$5,000,000) in cash (inclusive of amounts payable pursuant to this Section I.C.10 and pursuant to Section I.C.7 of the North Infrastructure Plan) to be used, together with any interest earned thereon, exclusively for capital costs (i.e., out-of-pocket costs of design and construction) of physical improvements at the Southeast Water Pollution Control Plant designed to reduce odors ("Odor Control Improvements"), such as, without limitation, covering, venting and treating foul air from various solids handling facilities.

a. Owner shall pay said amount in two (2) equal installments (each, an "Installment") of Two Million Five Hundred Thousand Dollars (\$2,500,000) each. The first Installment shall be due and payable on the date ten (10) days after the date of Final Approval (as defined below) of the first Building Permit for new construction by Owner of a Project in either the North or the South Plan Area other than a Project to be constructed by the Agency, City or for the UCSF Campus. The date of "Final Approval" of a Building Permit is the date upon which (i) any and all applicable appeal periods for the filing of any administrative appeal challenging the issuance or effectiveness of such Building Permit shall have expired and no such appeal shall have been filed, or (ii) if such an administrative appeal is filed, the issuance and effectiveness of such Building Permit shall have been upheld by a final decision in each such administrative appeal without any adverse effect on the validity of such Building Permit. The second Installment shall be payable on the date one (1) year after the date of Final Approval of such Building Permit. Installments paid pursuant to Section I.C.7 of the North Infrastructure Plan shall be credited against any Installments due under this Section I.C.10.

b. Owner's obligation to pay each Installment shall be conditioned only on (i) the continuing effectiveness on the date the Installment is due of the Owner Participation Agreement for either or both the North Plan Area and the South Plan Area and (ii) such Building Permit is not as of the date the installment is due suspended or revoked by the City at its own initiative. Following contribution by Owner, the City shall diligently proceed to design and construction Odor Control Improvements to the Extent of the fund contributed by Owner.

c. The City has publicly stated its intent to spend an additional Five Million Dollars (\$5,000,000) to correct sewer flooding problems in the Bay View/Hunters Point neighborhoods. Annually, following the contribution of funds by the Owner pursuant to the

foregoing paragraph and until all such funds have been expended, the City will provide to Owner a summary of the status of the Odor Control Improvements and sewer flooding improvements undertaken with the funds contributed by the Owner and the City's own funds.

II. INFRASTRUCTURE PHASING METHODOLOGY

A. Infrastructure Phasing.

Construction of Infrastructure Improvements described herein, including public Open Space Parcels, will be phased and included in the applicable tentative maps and related improvement plans and improvement agreement approved prior to filing a final map to serve the incremental build-out of the South Plan Area in accordance with the Plan and Plan Documents. In order to maintain flexibility in determining Infrastructure requirements, an Infrastructure phase is defined as the access, utility (including overland flows) and open space Improvements necessary to accommodate development of a Major Phase or Project therein.

1. Adjacency.

The primary underlying principle of the Mission Bay South Plan Area Infrastructure phasing plan is “adjacency”, and unless specifically provided below, Infrastructure will be constructed based on this principle. When development occurs in a Major Phase or for a Project therein adjacent Infrastructure necessary for access and utilities such as streets (and Improvements therein, if any), curbs, gutters, sidewalks and open space will be constructed. Adjacent Infrastructure refers to Infrastructure which is near to and may share a common border or end point with a Major Phase or Project but which may not be immediately adjoining or contiguous with a Major Phase or Project. Additionally, where the City determines it is feasible and sufficient, half (½) streets will be constructed. This may specifically include Third Street, 16th Street and others. Infrastructure will be constructed in accordance with the adjacency principle unless other specific criteria described below applies.

Similarly, the construction of storm and sewer facilities will generally follow the adjacency principle.

2. Cumulative Development Requirements.

The second principle of infrastructure phasing is “cumulative development requirements”. Due to the effect of cumulative traffic growth, some key intersections or street segments may begin to reach congested conditions before development occurs on sites adjacent to those intersections or street segments, out of the adjacency phase. A specific improvement might be, for example, a new reconstructed intersection or street segment, such as widening of an existing street.

Therefore, thresholds have been established for each applicable traffic infrastructure Improvement, based on the number of p.m. (evening) peak hour vehicle trips that are likely to cause one or more intersections in the South Plan area to deteriorate to unacceptable levels of service. As part of the review process for each Project, the number of p.m. peak hour

vehicle trips generated will be estimated using the trip rates shown in Table 1, and added to the total calculated number of p.m. (evening) peak hour vehicle trips already generated by the developed portions of the Mission Bay project, using the same trip rates. This number will determine which infrastructure Improvements have to be implemented, other than those already required by the adjacency principle.

Tables 2 and 3 identify the street intersections and street segments Improvements, respectively, that are subject to cumulative development requirements and show the approximate amount of p.m. peak hour vehicle trips that establish the need for each such Improvement. The number of p.m. peak hour vehicle trips shown in Tables 2 and 3 could result from a variety of project development schemes and land use combinations. The trip rates shown in Table 1 will be used to establish if a given mix of land use development requires Improvements to the street intersections and street segments listed in Tables 2 and 3.

Another type of Improvement subject to the cumulative development principle relates to overland flow facilities. As development in certain regions of the planning area increases, storm runoff due to increases in impervious land areas will also increase. Streets will often provide the drainage corridors for these flows, but it is possible that temporary or permanent drainage pipes, basins or swale corridors will need to be constructed in various locations in the South Plan Area until ultimate drainage systems are completed.

B. Specific Additional Factors and Criteria Influencing Infrastructure Phasing.

Several other factors or specific criteria will affect the timing and nature of Infrastructure construction. Except as provided below, the general phasing principles in Section II.B shall control the construction of Infrastructure Improvements.

1. Interim Operational Requirements.

The interim operational requirements as described above shall be provided as necessary to adequately serve a Major Phase or Project therein, until such time as the final or permanent Infrastructure Improvements are constructed. These interim Improvements may be removed and/or abandoned, as determined by the Department of Public Works, when the balance of development occurs.

2. Intersection and Street Segment Improvements.

a. Intersection Improvements. Table 2 identifies the approximate levels of cumulative development that produces the number of vehicle trips to require the implementation of the South Plan Area intersections Improvements at each intersection described in Section I.A.1.b. Even if not required by Table 2's land use intensity threshold, adjacent intersection Improvements will be constructed with development of an adjacent Project, regardless of the amount of overall cumulative development.

b. Street Segments. Table 3 identifies the approximate levels of cumulative development that would require the implementation of the South Plan Area street

segments Improvements described in Section I.A.1.c. Even if not required by Table 3's land use intensity threshold, adjacent street segment Improvements will be constructed with the development of an adjacent Project as described in Section II.a.1 above, regardless of the amount of overall cumulative development.

3. Open Space.

a. General Phasing. Open Space Parcels shall be designated in connection with the approval of each Major Phase based on a ratio of approximately forty-five one-hundredths (0.45) acres of open space for each acre of Owner Project development within a Major Phase. The Agency shall credit Owner with respect to open space requirements in subsequent Major Phases for the amount of open space included in previous Major Phases that exceed this ratio and for construction of Open Space Parcels by third parties within the South Plan Area. Owner will have no obligation to develop Open Space parcels until the entire credit has been used. The Agency may defer open space requirements to subsequent Major Phases where appropriate. Improvements on Open Space Parcels or portions thereof, in the South Plan Area, will be provided in connection with Project approvals and in accordance with applicable Project final map improvement plans. Owner may elect, subject to Agency approval as part of the Design Review and Document Approval Procedure, which Open Space Parcels are to be improved consistent with this ratio, provided that the designation of Open Space Parcels to be improved shall be consistent with the following:

- (i) Improvements to Mission Creek Park South Channel (Parcels P1, P2, and P8) and the Residential Parks (Parcels P5, P6, P18 and P19) may be provided in connection with development of adjacent Major Housing Phases.
- (ii) Improvements to Owens Field (Parcels P7 and P9), Bayfront Park (Parcels P21 and P22) and Mariposa Bayfront Park (Parcels P23 and P24) may be provided in connection with development of Major Phases which include commercial Projects.
- (iii) Improvements to Mission Bay Commons (Parcels P11 through 17) may be provided in connection with the development of either adjacent Major Housing Phases or any other Major Phases.
- (iv) Notwithstanding the foregoing:
 - (A) Parcel P3 shall be improved when the adjacent Hotel Site is constructed;
 - (B) All of Parcel P1 will be included in the first Major Phase and constructed pursuant to subdivision improvement plans for the first Owner Project in the South Plan Area;

- (C) Parcels P10, P20 and P27 will be provided in connection with adjacent street Improvements;
- (D) Parcel P26 will be constructed in connection with the adjacent Project on Parcel 38;
- (E) Parcel P27 will be constructed in connection with adjacent street improvements;
- (F) None of the Residential Park Parcels (P5, P6, P18, and P19) shall be constructed in segments smaller than the numbered Open Space Parcels as shown on Exhibit 8; and
- (G) The Commons (Parcels P11a, P12, P13, P15, P16 and P 17) shall be constructed in no more than six (6) segments each corresponding with the numbered Open Space Parcel as shown on Exhibit 8.

A construction phasing schedule for Open Space Parcels shall be identified at the time of Major Phase approval for each Major Phase which includes Open Space Parcels. Development of the eight (8) acres of open space within the UCSF Campus shall be the responsibility of UCSF and subject to such schedule as determined by UCSF.

4. Interconnecting Infrastructure.

The following interconnecting Infrastructure systems should be provided based upon cumulative development requirements as following.

a. Pedestrian Bridge. Owner shall submit an application for approval of a pedestrian bridge upon Completed Completion of one thousand (1,000) Owner Residential Units in the South Plan Area and Owner shall thereafter diligently and in good faith pursue approval thereof.








b. Possible Low Pressure Water Line at Fourth Street. The results of a new “Hardy Cross” hydraulic model analysis will be submitted to the San Francisco Water Department at the time of approval of the first Major Phase in the South Plan Area. The timing of construction of a low pressure water connection to the North Plan Area, if necessary, shall be determined by the City based upon the hydraulic analysis described above, subject to the approval of all regulatory agencies with jurisdiction and the San Francisco Water Department.

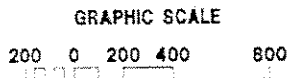
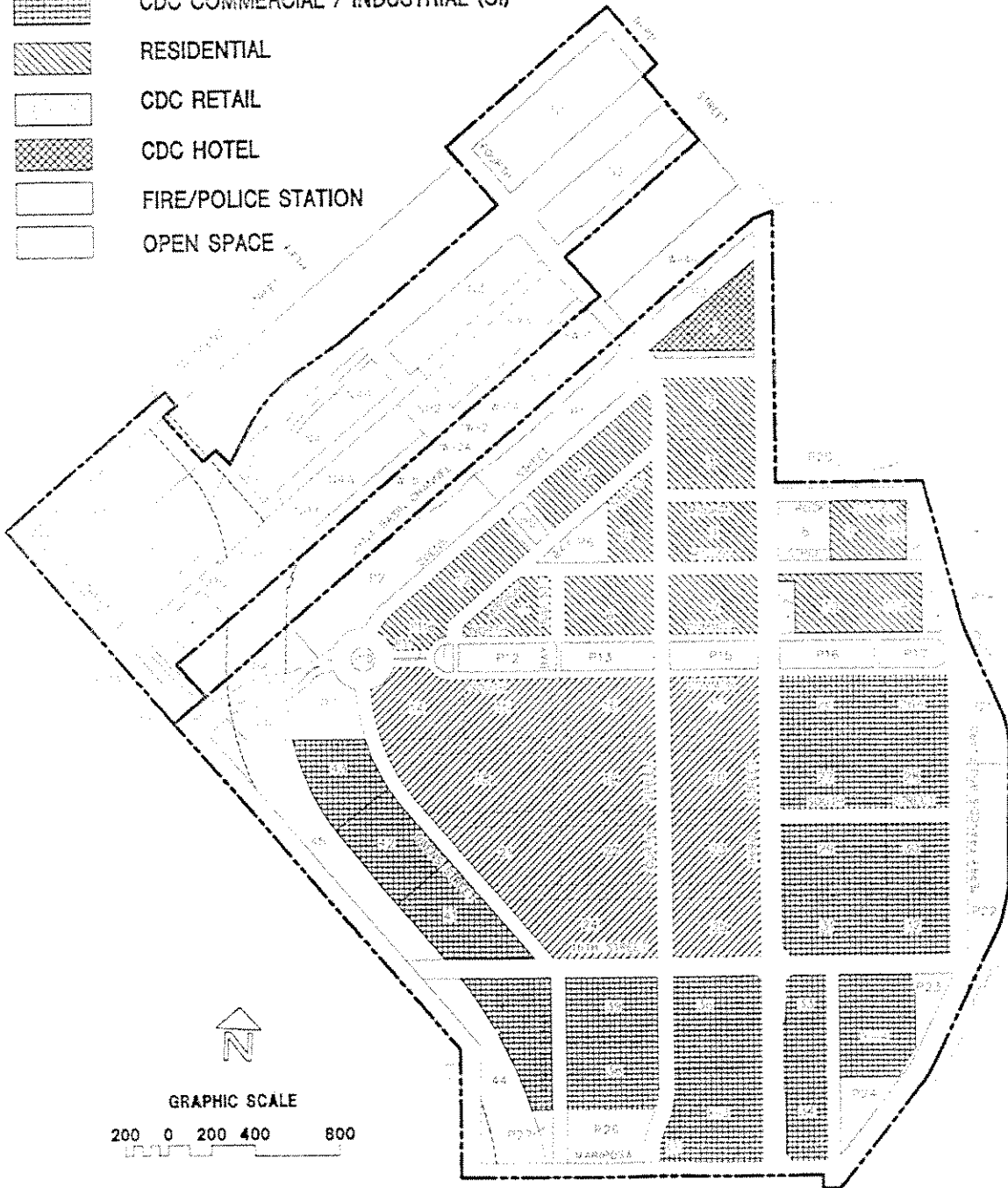
c. High pressure (AWSS) Water System West of the Channel along 7th Street to Berry. The timing of construction of a high pressure water connection to the South Plan Area, as described in Section I.A.2.e, shall be determined based upon a hydraulic analysis submitted when required by the City and as approved by the Department of Public Works and subject to approval of all regulatory agencies with jurisdiction and the San Francisco Water Department.

d. Seventh Street Signal Interconnects Between 16th Street and Townsend Street. The timing of the construction of the traffic signal interconnection on Seventh Street shall be determined by the Department of Parking and Traffic, JPB and California PUC in connection with any application for approval of at grade crossings. See Sections I.A.1.b.(xxii), I.A.1.c.(vi) and I.C.4 above.



**SOUTH OF CHANNEL
PLAN AREA**

SYMBOL	DESCRIPTION
	UCSF
	CDC COMMERCIAL / INDUSTRIAL (CI)
	RESIDENTIAL
	CDC RETAIL
	CDC HOTEL
	FIRE/POLICE STATION
	OPEN SPACE



INF-004A 97 0191 / 1









A PROJECT OF CATELLUS DEVELOPMENT CORPORATION

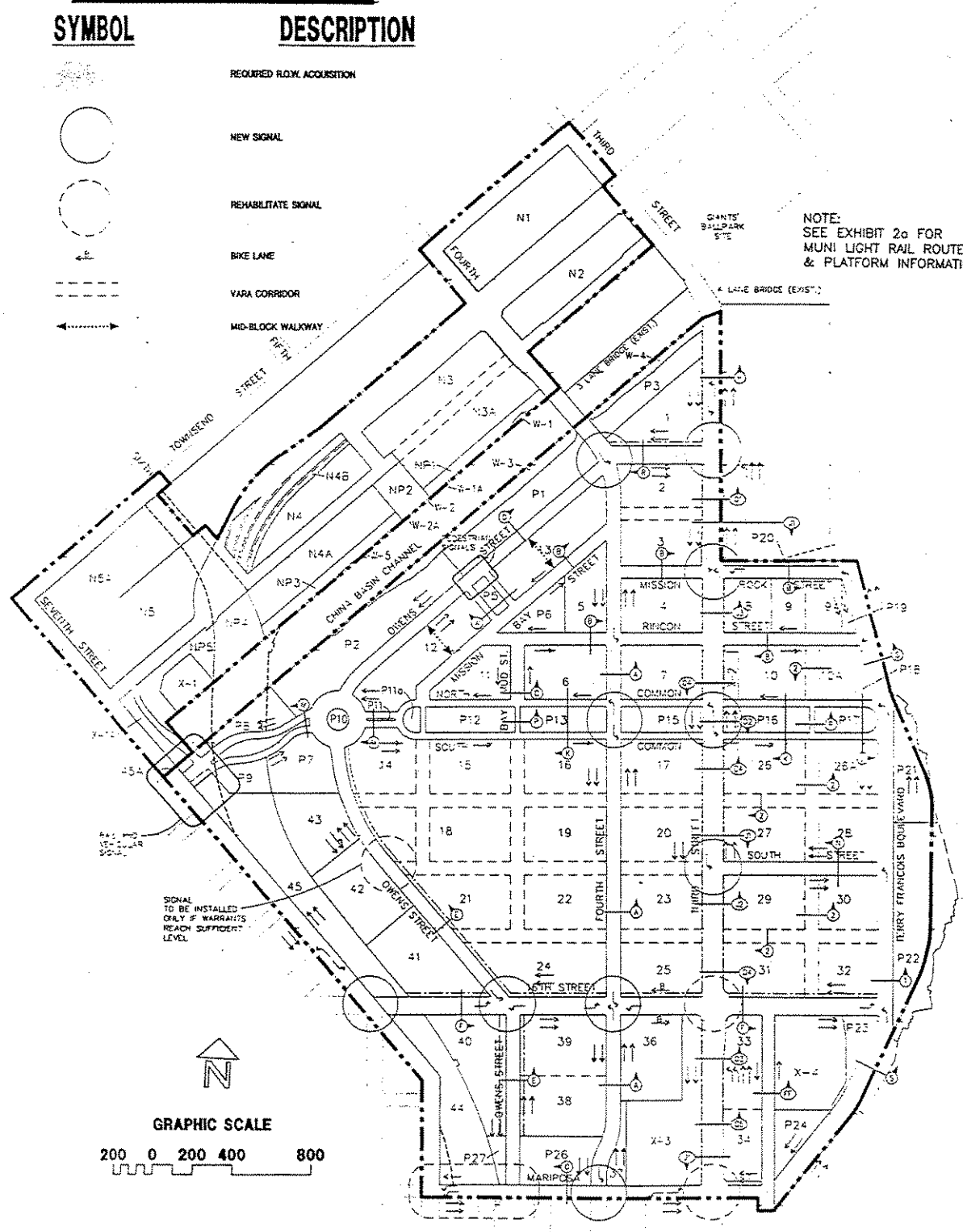
SOUTH OF CHANNEL INFRASTRUCTURE CIRCULATION

SYMBOL

DESCRIPTION

-  REQUIRED ROAD ACQUISITION
-  NEW SIGNAL
-  REHABILITATE SIGNAL
-  BIKE LANE
-  VARA CORRIDOR
-  MID-BLOCK WALKWAY

NOTE:
SEE EXHIBIT 2a FOR
MUNI LIGHT RAIL ROUTE
& PLATFORM INFORMATION



INF-004A 97.0191 / L



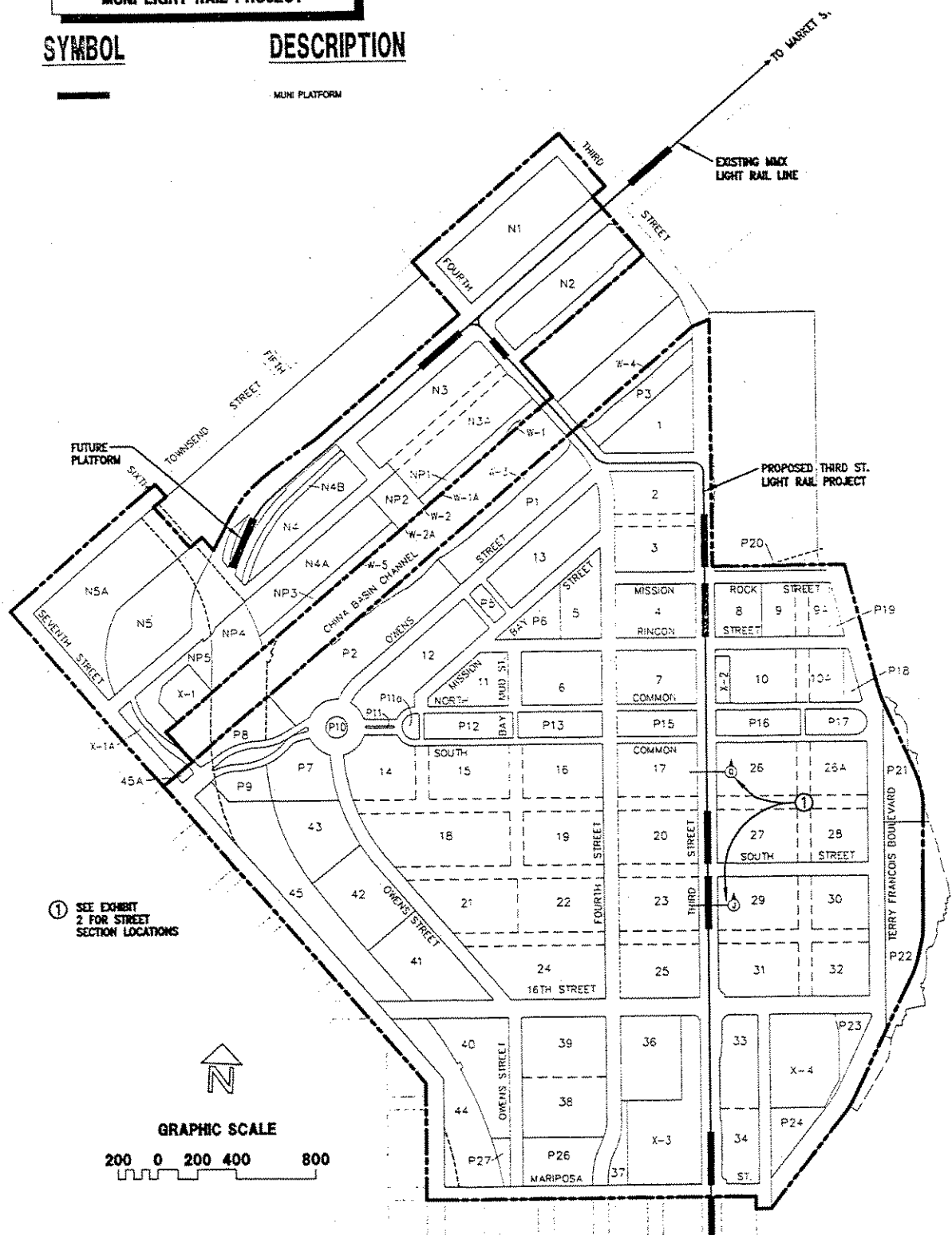
A PROJECT OF CATELLUS DEVELOPMENT CORPORATION

**SOUTH OF CHANNEL
INFRASTRUCTURE
MUNI LIGHT RAIL PROJECT**

SYMBOL **DESCRIPTION**

— MUNI PLATFORM

INF-004A 97.0191 / L



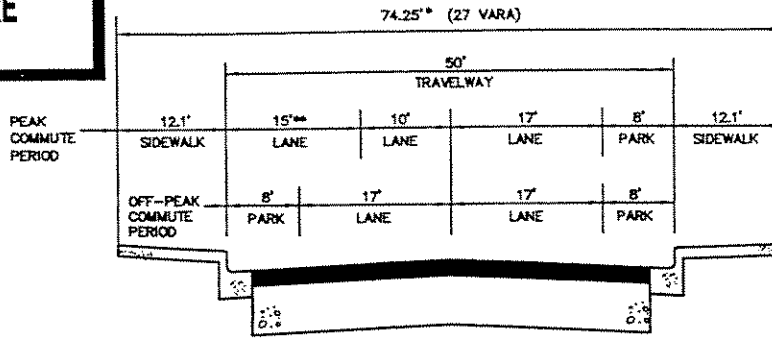
① SEE EXHIBIT 2 FOR STREET SECTION LOCATIONS



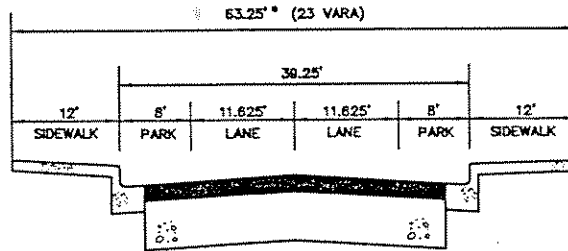
A PROJECT OF CATELLUS DEVELOPMENT CORPORATION

2a

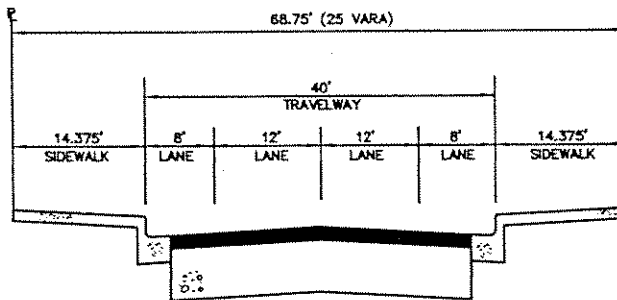
**SOUTH OF CHANNEL
INFRASTRUCTURE
INTERIM PARKING**



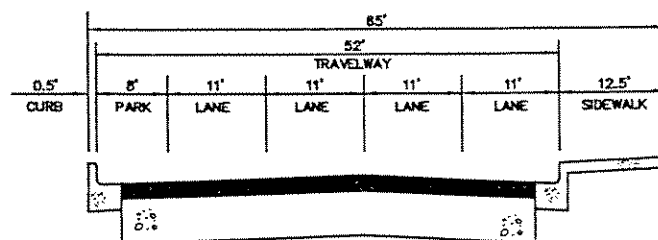
- A** * PROVIDE WIDENED R.O.W. AT SELECTED LOCATIONS FOR LEFT TURNS
- ** ACCOMMODATES BICYCLES
- FOURTH STREET SOUTH OF CHANNEL



- B** * PROVIDE WIDENED R.O.W. AT SELECTED LOCATIONS FOR LEFT TURNS
- EAST-WEST RESIDENTIAL STREETS



- C** NORTH-SOUTH RESIDENTIAL STREETS



- D** OWENS STREET ADJACENT TO CHANNEL

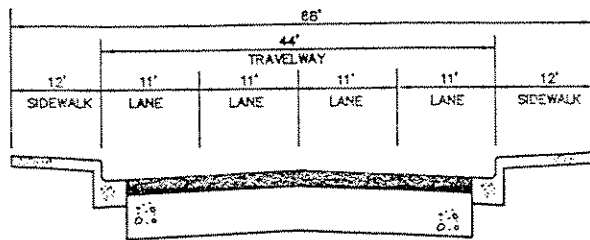
INF-004A 97.0191 / L



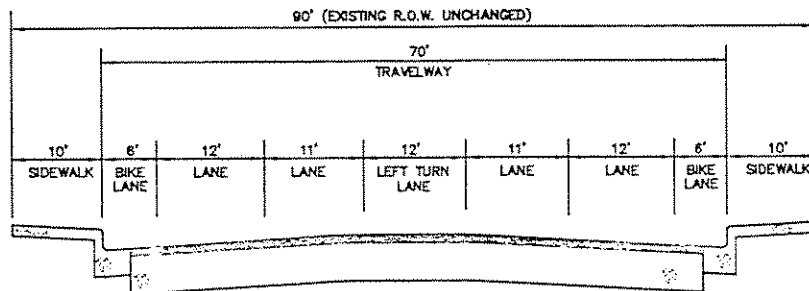
A PROJECT OF CATELLUS DEVELOPMENT CORPORATION

3a

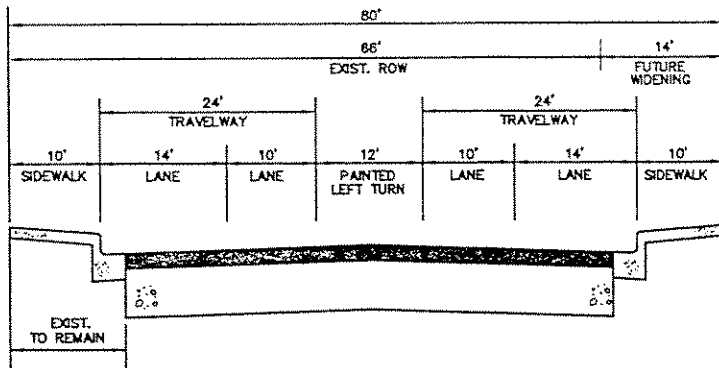
INF-004A 97.0191 / L



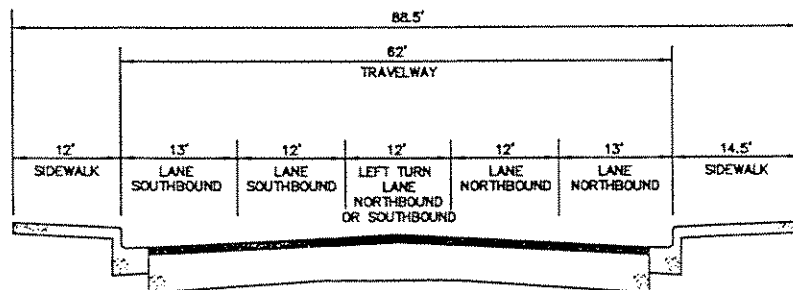
E OWENS STREET SOUTH OF ROUNDABOUT - MAY BE WIDENED AT SELECTED INTERSECTIONS TO ACCOMMODATE TURNING MOVEMENTS



F SIXTEENTH STREET



G MARIPOSA STREET



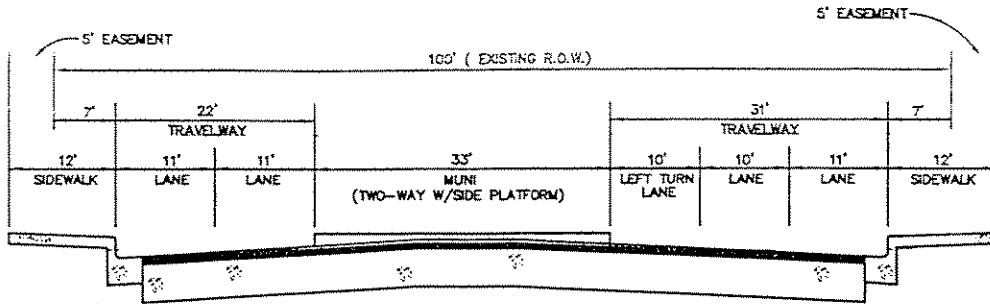
H THIRD STREET NEAR CHANNEL



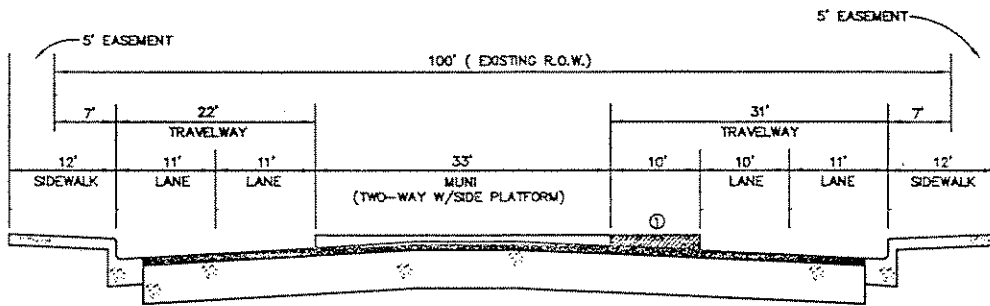
A PROJECT OF CATELLUS DEVELOPMENT CORPORATION

3b

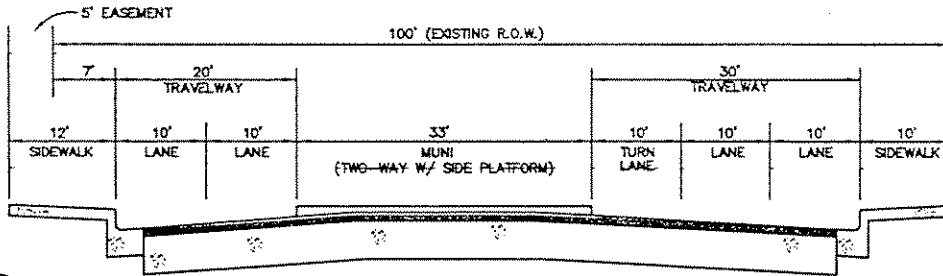
I INTENTIONALLY LEFT OUT OF SEQUENCE



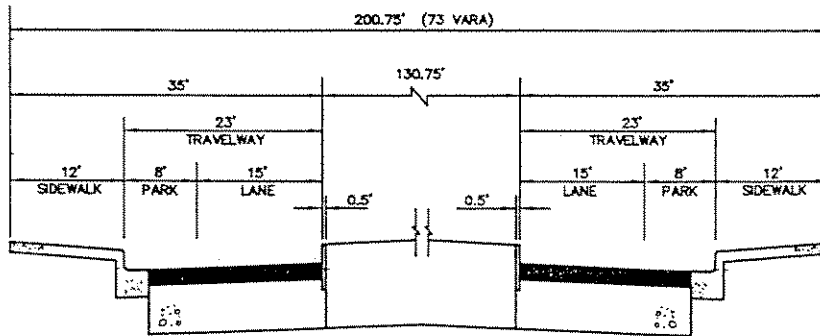
J1 THIRD STREET NORTH OF SOUTH STREET AND NORTH OF MARIPOSA STREET



J2 THIRD STREET SOUTH OF SOUTH STREET ① PEDESTRIAN REFUGE AREA



J3 THIRD STREET AT THE EXISTING FIRE STATION



K THE COMMON

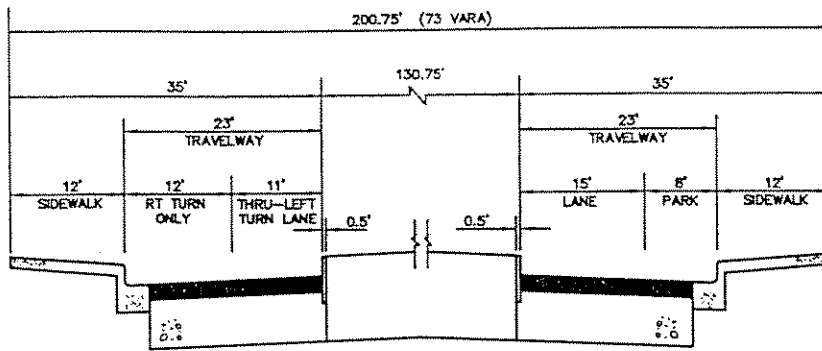


A PROJECT OF CATELLUS-DEVELOPMENT CORPORATION

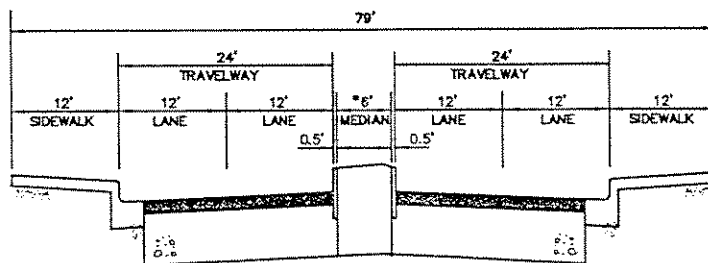
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INF-004A 97.0191 / L

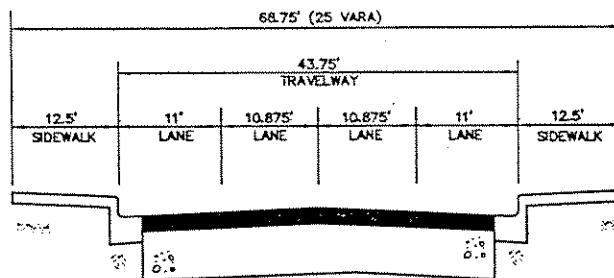
INF-004A 97.0191 / L



L THE COMMON AT INTERSECTIONS



M *MEDIAN WIDTH VARIES WESTERLY OF ROUNDABOUT
THE COMMON AT ROUNDABOUT



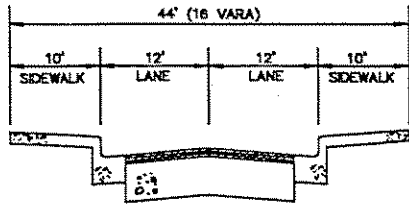
N SOUTH STREET

O INTENTIONALLY LEFT OUT OF SEQUENCE

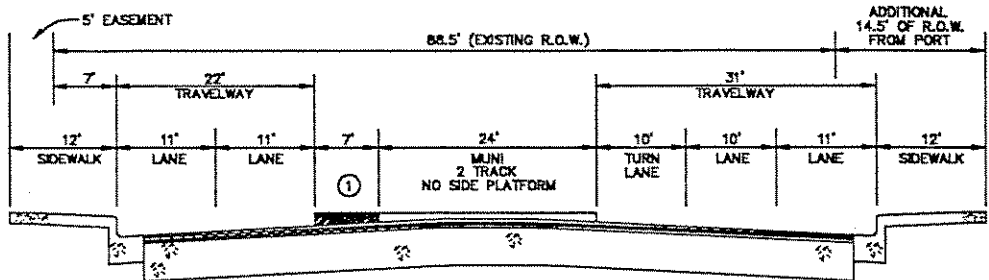


A PROJECT OF CATELLUS DEVELOPMENT CORPORATION

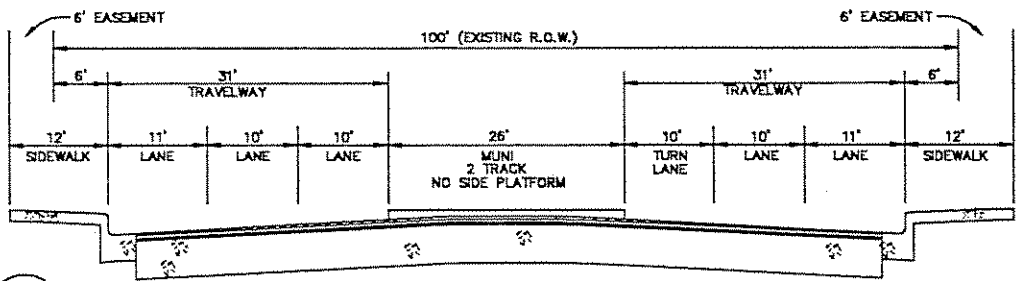
3d



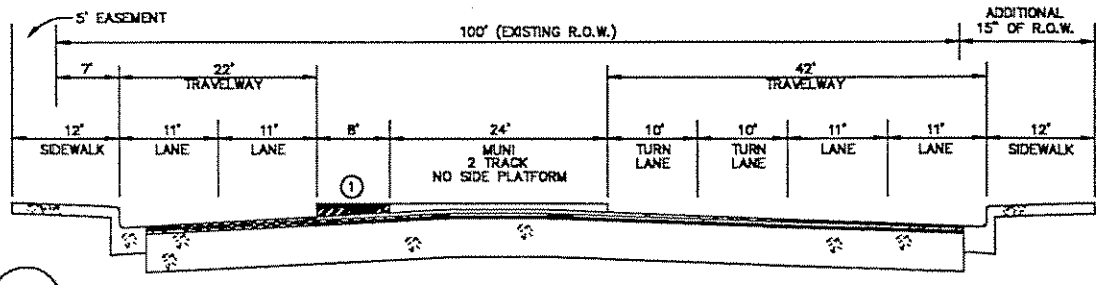
P THE COMMONS - CONNECTOR ROADS



Q1 THIRD STREET IMMEDIATELY SOUTH OF OMENS STREET ① PEDESTRIAN REFUGE AREA



Q2 THIRD STREET AT THE COMMON BETWEEN NORTH AND SOUTH STREETS



Q3 THIRD STREET SOUTH OF 16TH STREET ① PEDESTRIAN REFUGE AREA

INF-004A 97.0191 / L



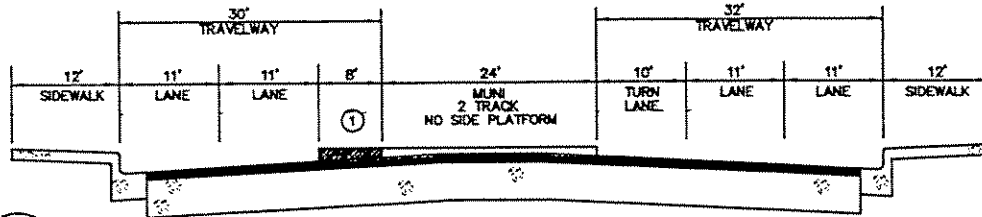
A PROJECT OF CATELLUS DEVELOPMENT CORPORATION

3e

9/22/98

EXHIBIT 3e

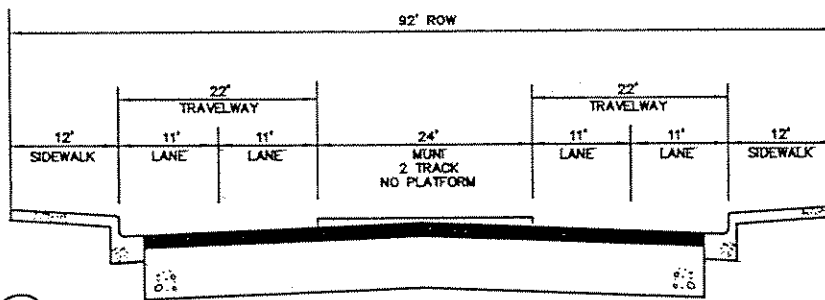
INF-004A 97.0191 / L



Q4

THIRD STREET NORTH OF 16TH STREET AND NORTH AND SOUTH OF THE COMMON

1 PEDESTRIAN REFUGE AREA



R

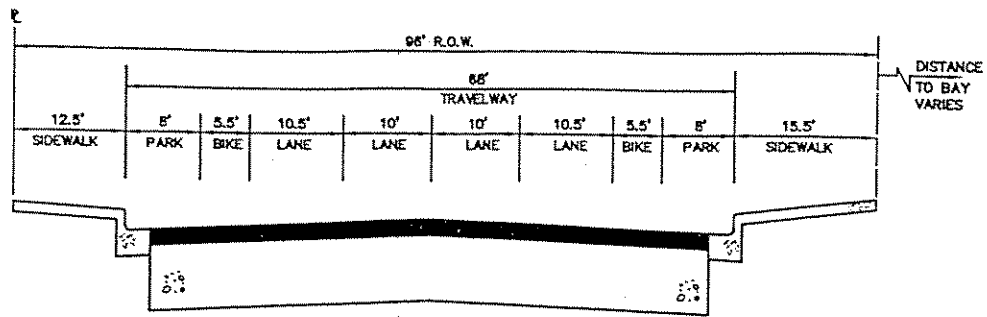
PROPOSED OWENS STREET
NEW FOURTH STREET TO THIRD STREET



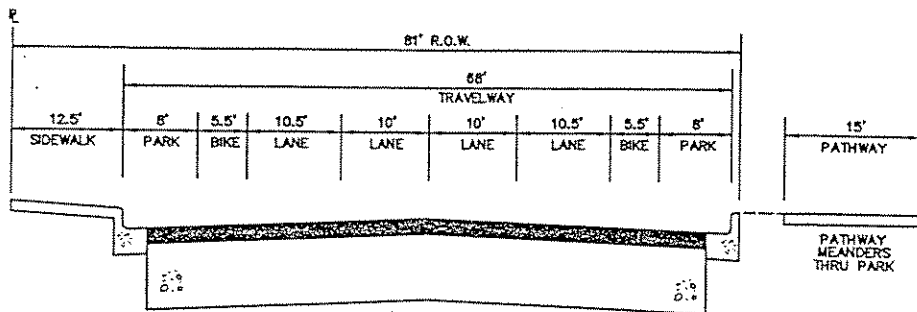
A PROJECT OF CATELLUS DEVELOPMENT CORPORATION

3f

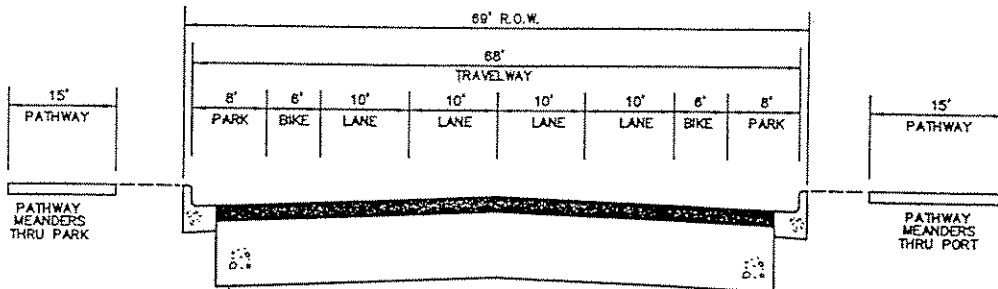
INF-004A 97.0191 / L



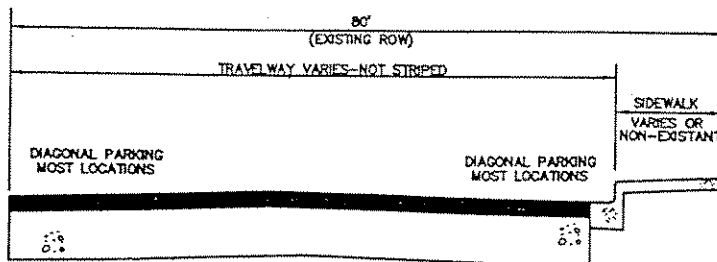
S • PROVIDE WIDENED R.O.W. AT SELECTED LOCATIONS FOR LEFT TURNS
T. FRANCOIS BLVD -MIDDLE SECTION



T • PROVIDE WIDENED R.O.W. AT SELECTED LOCATIONS FOR LEFT TURNS
T. FRANCOIS BLVD VARIANT-MIDDLE SECTION



U • PROVIDE WIDENED R.O.W. AT SELECTED LOCATIONS FOR LEFT TURNS
T. FRANCOIS BLVD BASE CASE-MIDDLE SECTION



V T. FRANCOIS BLVD. APPROXIMATE EXISTING SECTION



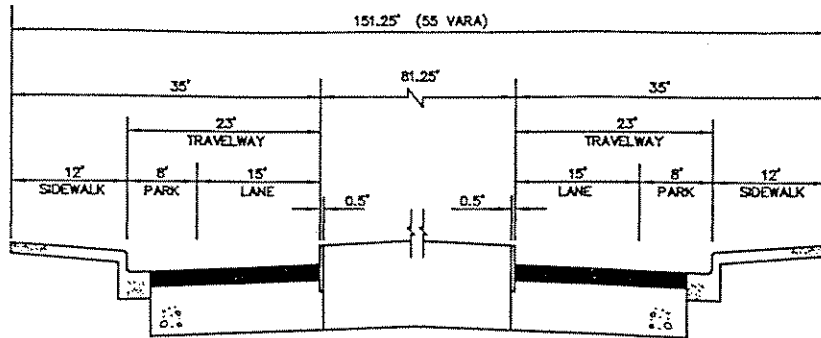
A PROJECT OF CATELLUS DEVELOPMENT CORPORATION

3g

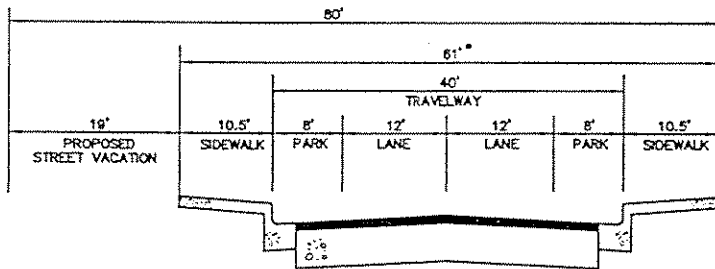
8/19/98

EXHIBIT 3g

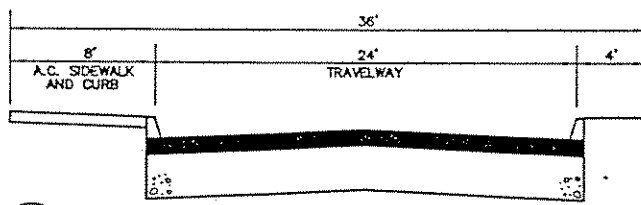
INF-004A 97.0191 / L



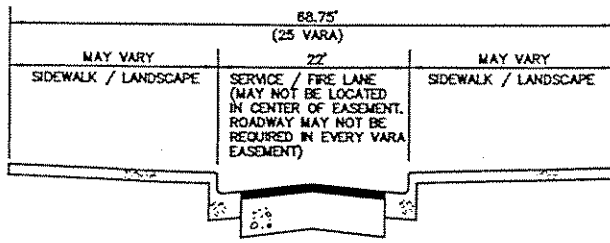
W FIFTH STREET, SOUTH OF CHANNEL



FF * PROVIDE WIDENED R.O.W. AT SELECTED LOCATIONS FOR LEFT TURNS
ILLINOIS, 16TH TO MARIPOSA



1 INTERM STREET SECTION



2 VARA EASEMENT



A PROJECT OF CATELLUS DEVELOPMENT CORPORATION

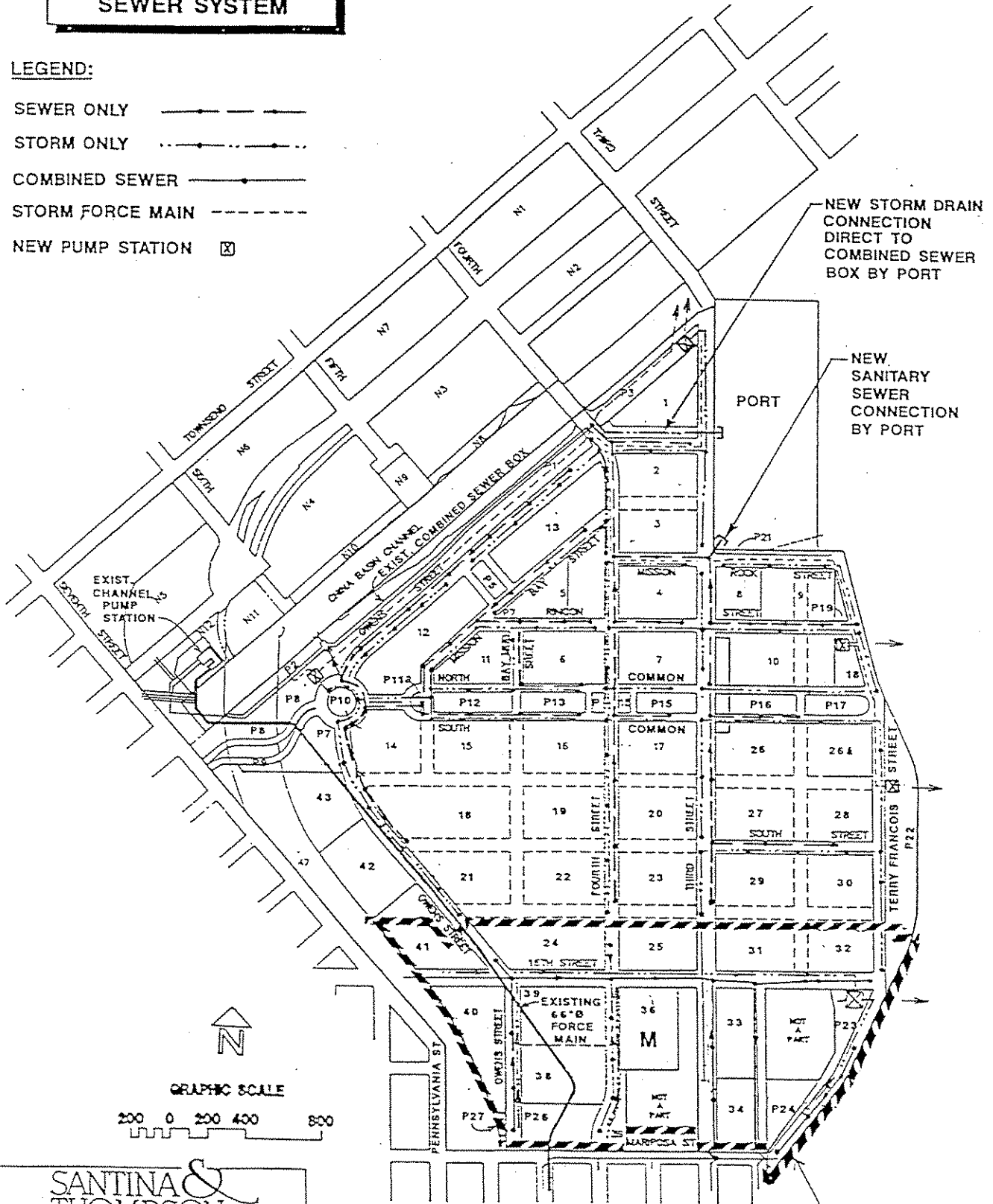
3h

EXHIBIT 4

**SOUTH OF CHANNEL
INFRASTRUCTURE
STORM AND
SEWER SYSTEM**

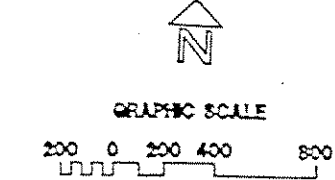
LEGEND:

- SEWER ONLY
- STORM ONLY
- COMBINED SEWER
- STORM FORCE MAIN
- NEW PUMP STATION



NEW STORM DRAIN CONNECTION DIRECT TO COMBINED SEWER BOX BY PORT

NEW SANITARY SEWER CONNECTION BY PORT



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Hawk Engineers, Inc.

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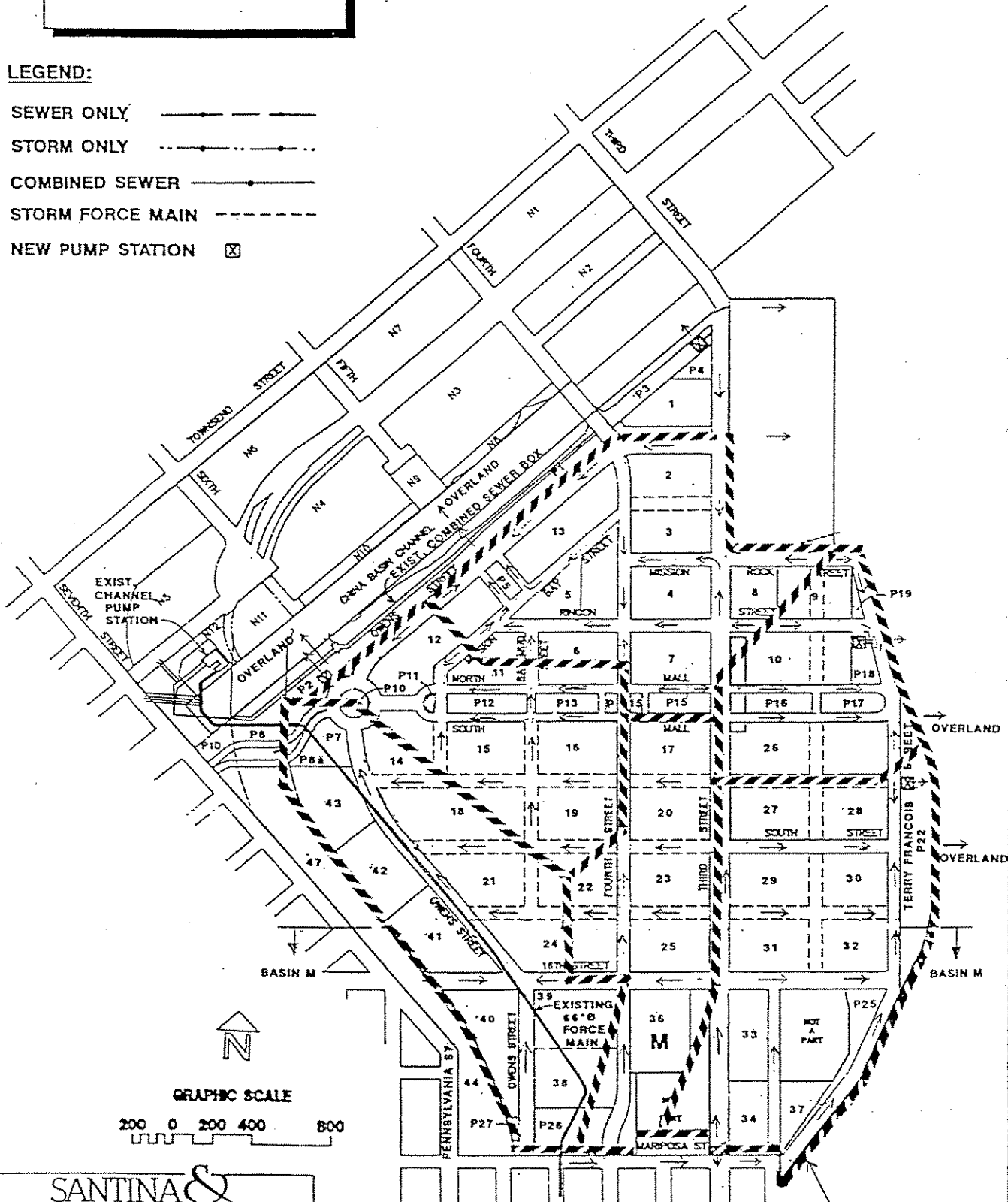
NOTE:
SEWER ONLY TO MARIPOSA PUMP STATION
OVERLAND FLOWS DIRECTLY TO BAY
STORM ONLY TO PUMP & VORTEX TREATMENT

4

OVERLAND FLOW

LEGEND:

- SEWER ONLY
- STORM ONLY
- COMBINED SEWER
- STORM FORCE MAIN
- NEW PUMP STATION



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 Hawk Engineers, Inc.

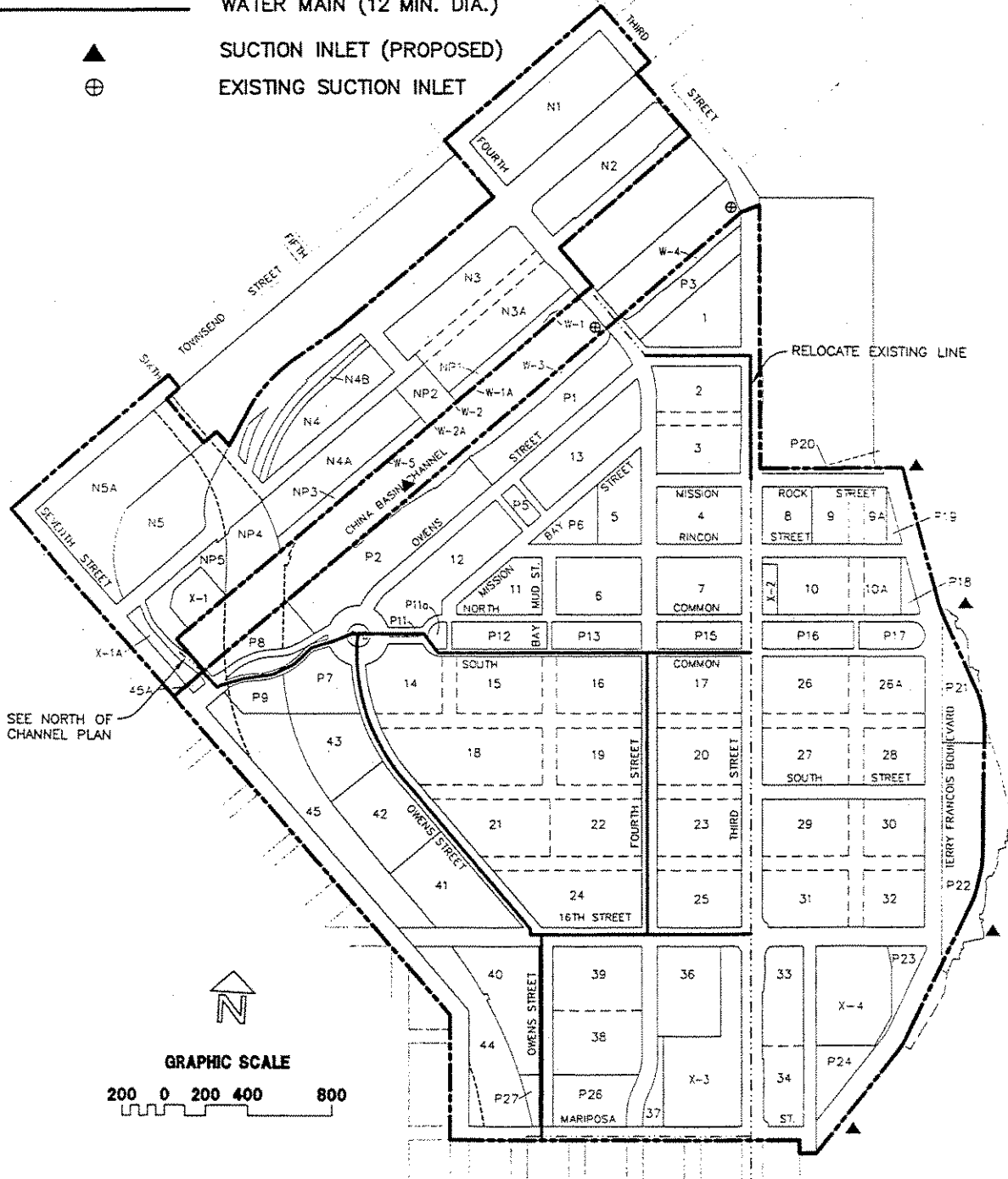
NOTE:
 COMBINED FLOWS TO MARIPOSA PUMP STATION.
 OVERLAND FLOWS DIRECTLY TO BAY.

**SOUTH OF CHANNEL
INFRASTRUCTURE
HIGH PRESSURE WATER
BAY & CHANNEL SUCTION INLETS**

SYMBOL

DESCRIPTION

- WATER MAIN (12" MIN. DIA.)
- ▲ SUCTION INLET (PROPOSED)
- ⊕ EXISTING SUCTION INLET



INF-004A 97.0191 / L

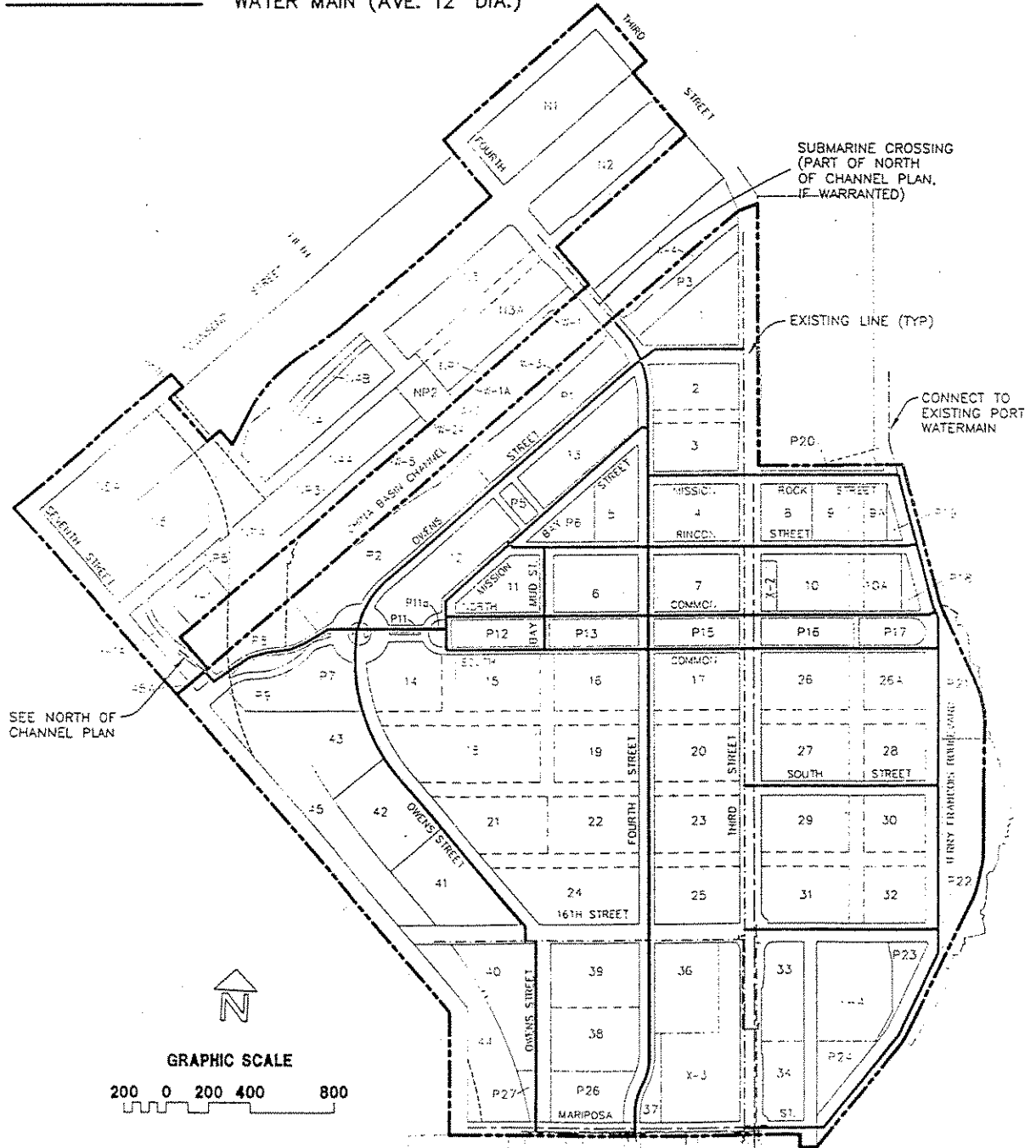


A PROJECT OF CATELLUS DEVELOPMENT CORPORATION

**SOUTH OF CHANNEL
INFRASTRUCTURE
LOW PRESSURE WATER**

SYMBOL DESCRIPTION

————— WATER MAIN (AVE. 12" DIA.)



INF-004A 97.0191 / L



A PROJECT OF CATELLUS DEVELOPMENT CORPORATION

**SOUTH OF CHANNEL
INFRASTRUCTURE
RECLAIMED WATER**

SYMBOL

DESCRIPTION

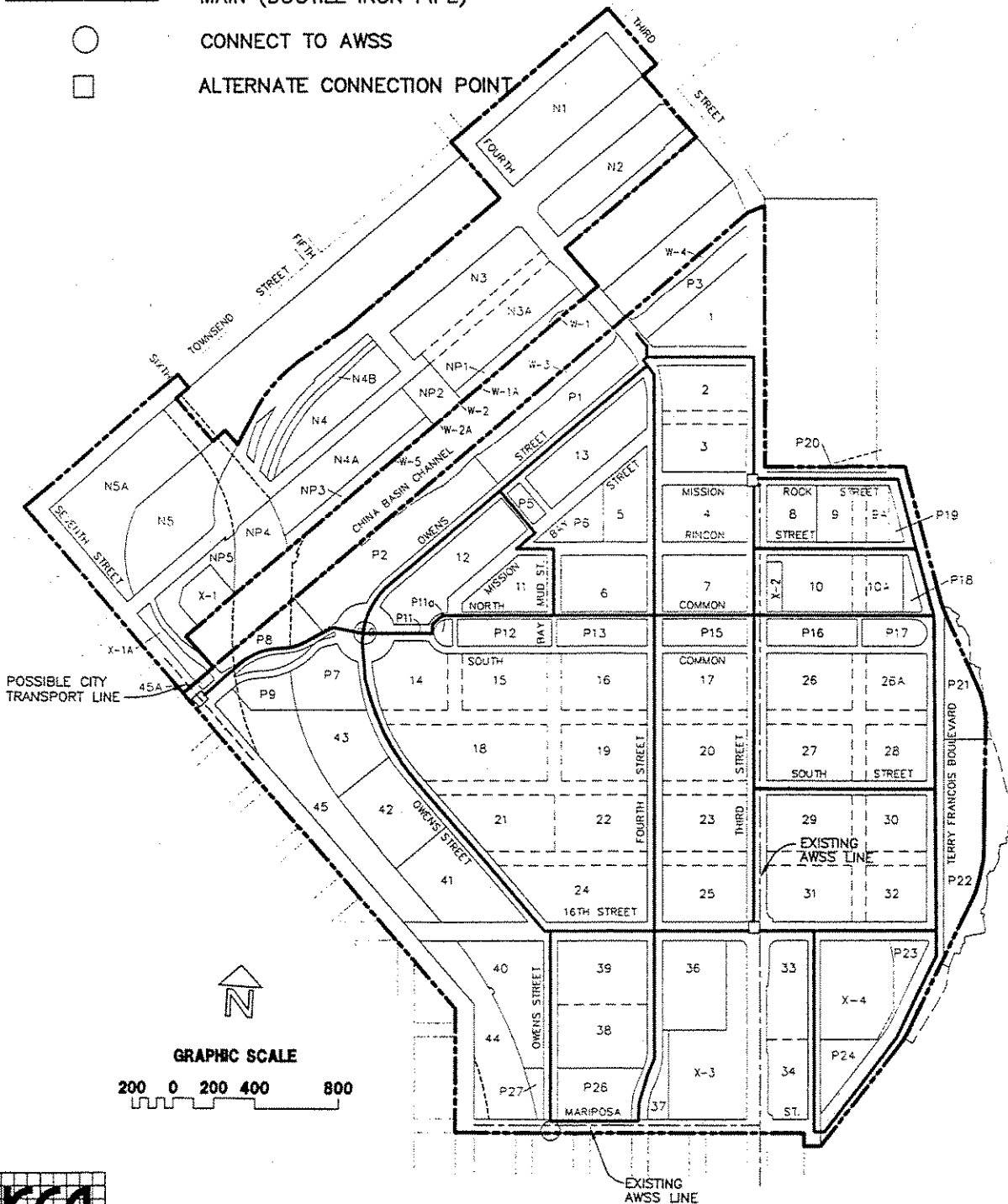


MAIN (DUCTILE IRON PIPE)

CONNECT TO AWSS



ALTERNATE CONNECTION POINT



GRAPHIC SCALE

200 0 200 400 800



A PROJECT OF CATELLUS DEVELOPMENT CORPORATION

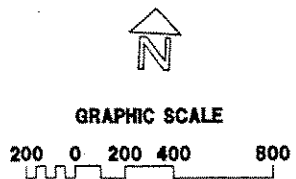
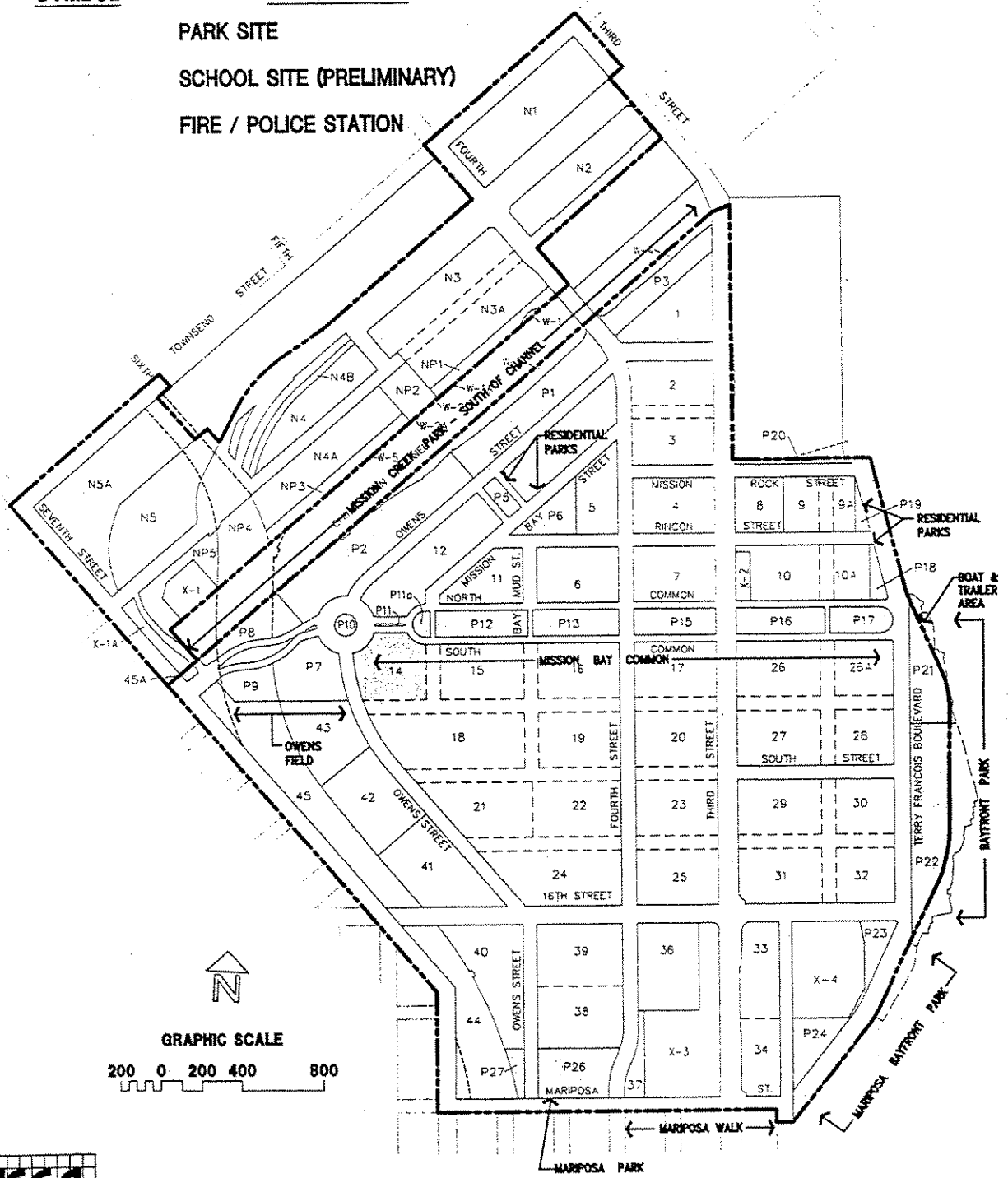
7

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**SOUTH OF CHANNEL
INFRASTRUCTURE
PARKS & OPEN SPACE
FIRE & POLICE STATION
SCHOOL SITE**

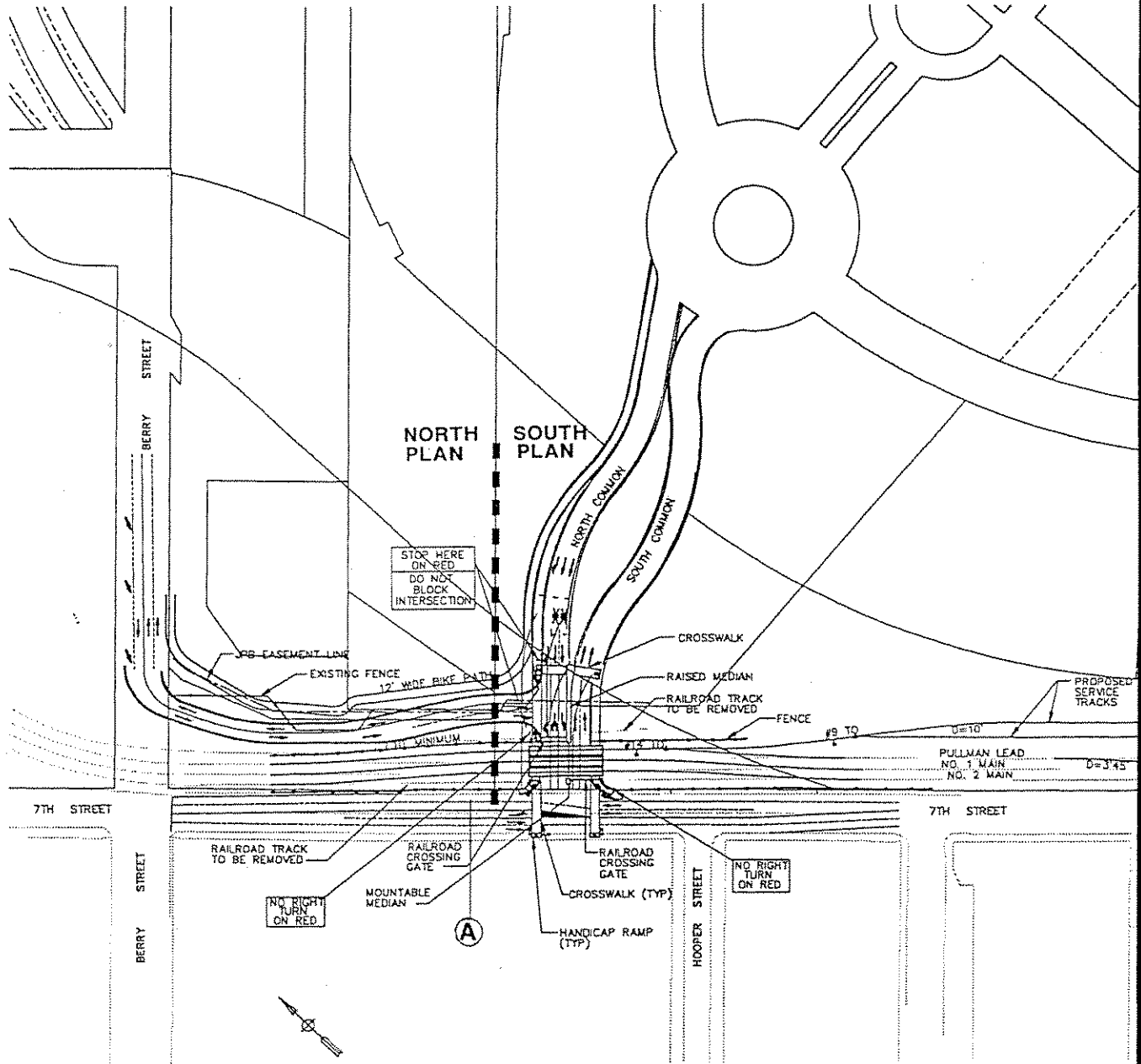
<u>SYMBOL</u>	<u>DESCRIPTION</u>
	PARK SITE
	SCHOOL SITE (PRELIMINARY)
	FIRE / POLICE STATION

INF-004A 97.0191 / L



A PROJECT OF CATELLUS DEVELOPMENT CORPORATION

**INFRASTRUCTURE
AT GRADE CROSSING
AT COMMON**



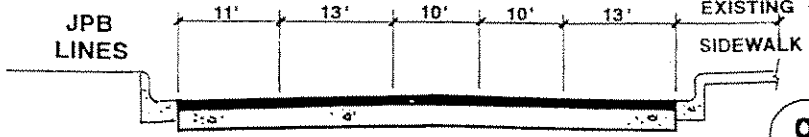
STOP HERE
ON RED
DO NOT
BLOCK
INTERSECTION

NO RIGHT
TURN
ON RED

NO RIGHT
TURN
ON RED



NOTE:
* AS AN ALTERNATE, FOUR QUADRANT
GATES MAY BE CONSIDERED.



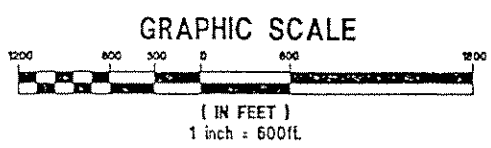
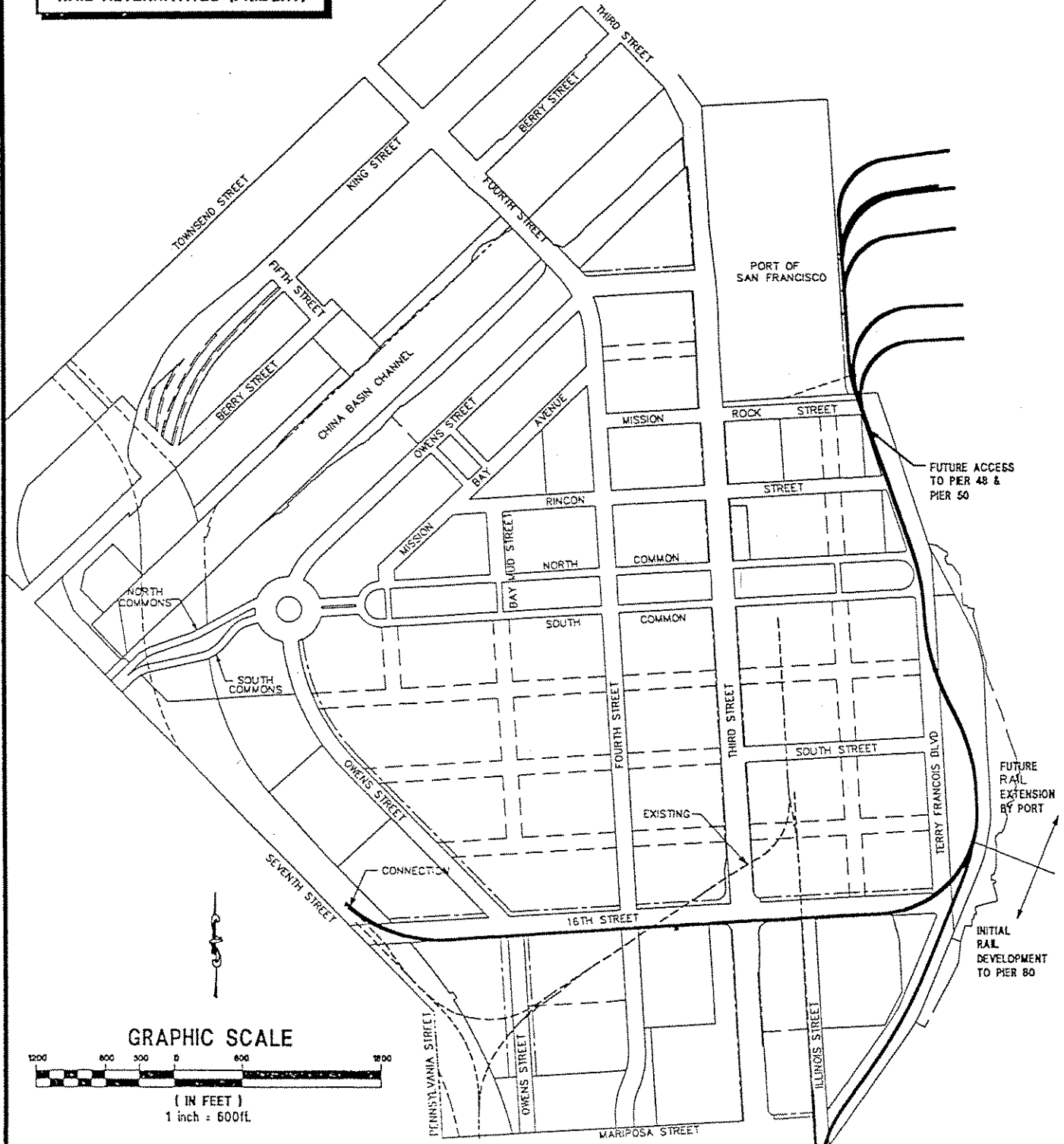
9

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THOMPSON, INC.
Hawk
Engineers, Inc.

8/21/98

N.T.S. SECTION A

**SOUTH OF CHANNEL
INFRASTRUCTURE
RAIL ALTERNATIVES (FRIEGHT)**



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Hawk Engineers, Inc.

**SOUTH OF CHANNEL
INFRASTRUCTURE
MARIPOSA WIDENING**



OWENS ST.

NB OFF RAMP

STREET WIDENING

MARIPOSA ST.

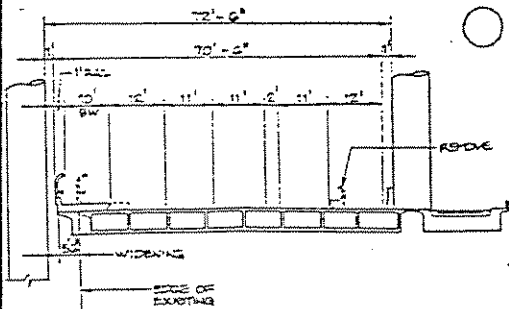
ROUTE 280
FREEWAY (ABOVE)

RAILROAD (BELOW)

SB ON RAMP

A

A



SECTION AA
(3 LANES & 10' SW)
(N.T.S.)

**SANTINA &
THOMPSON, INC.**

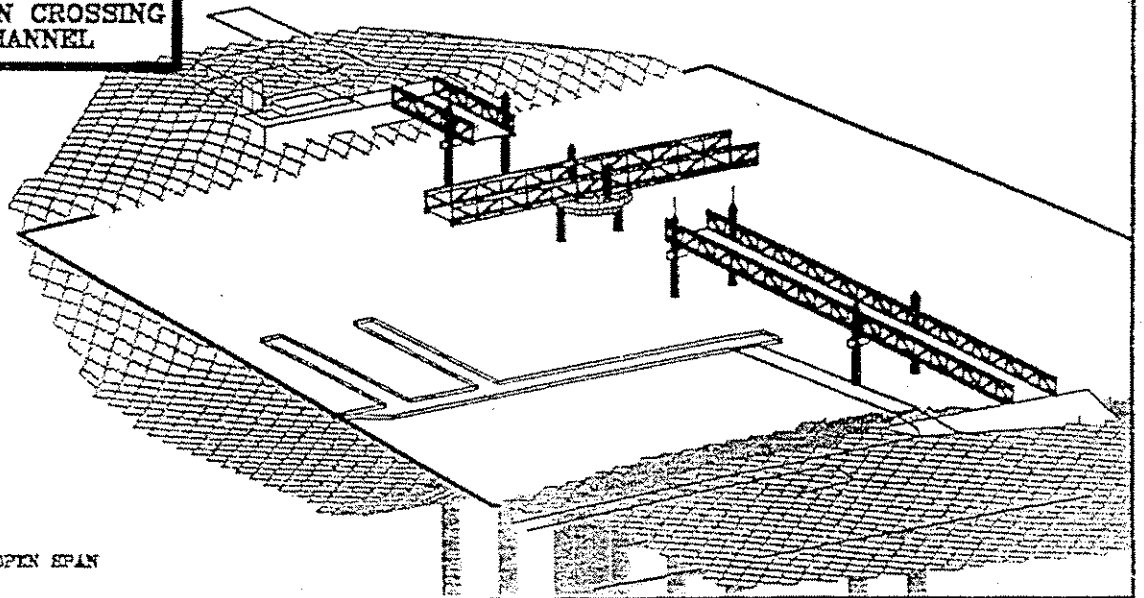
Hawk
Engineers, Inc.

7/30/98

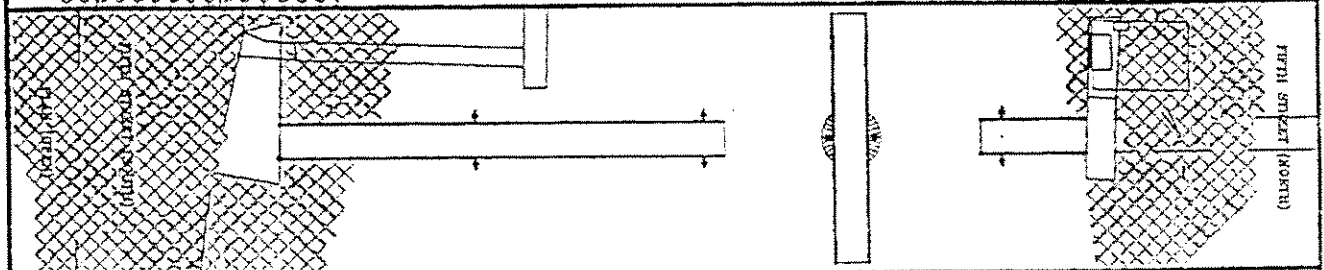
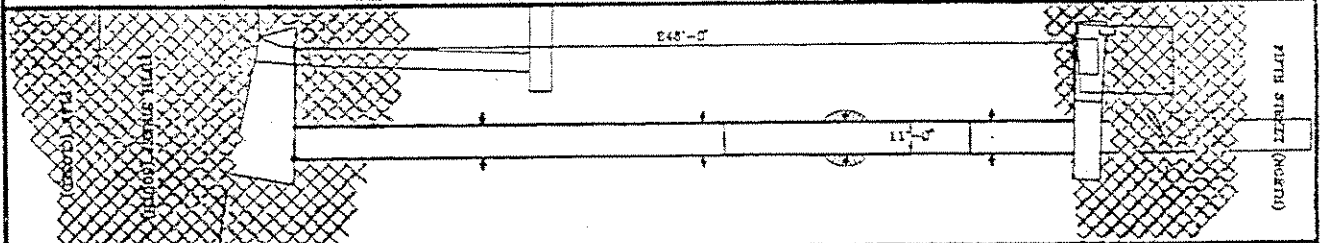
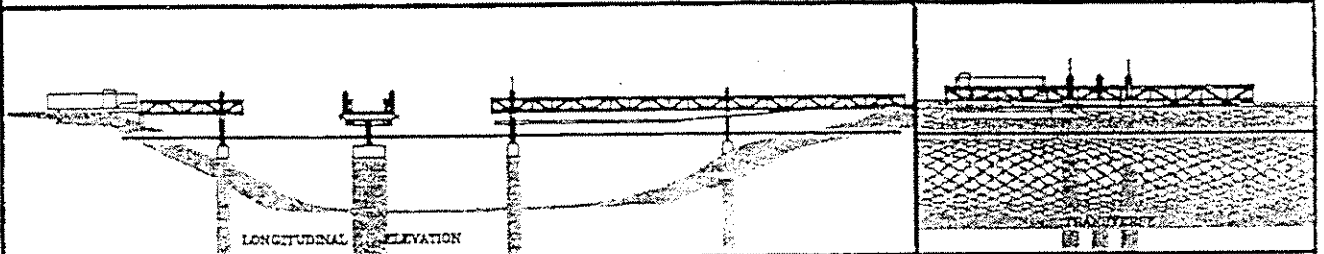
SCALE: 1" = 40'


11

**SOUTH OF CHANNEL
INFRASTRUCTURE
PEDESTRIAN CROSSING
OF CHANNEL**





S-D VIEW OF OPEN SPAN

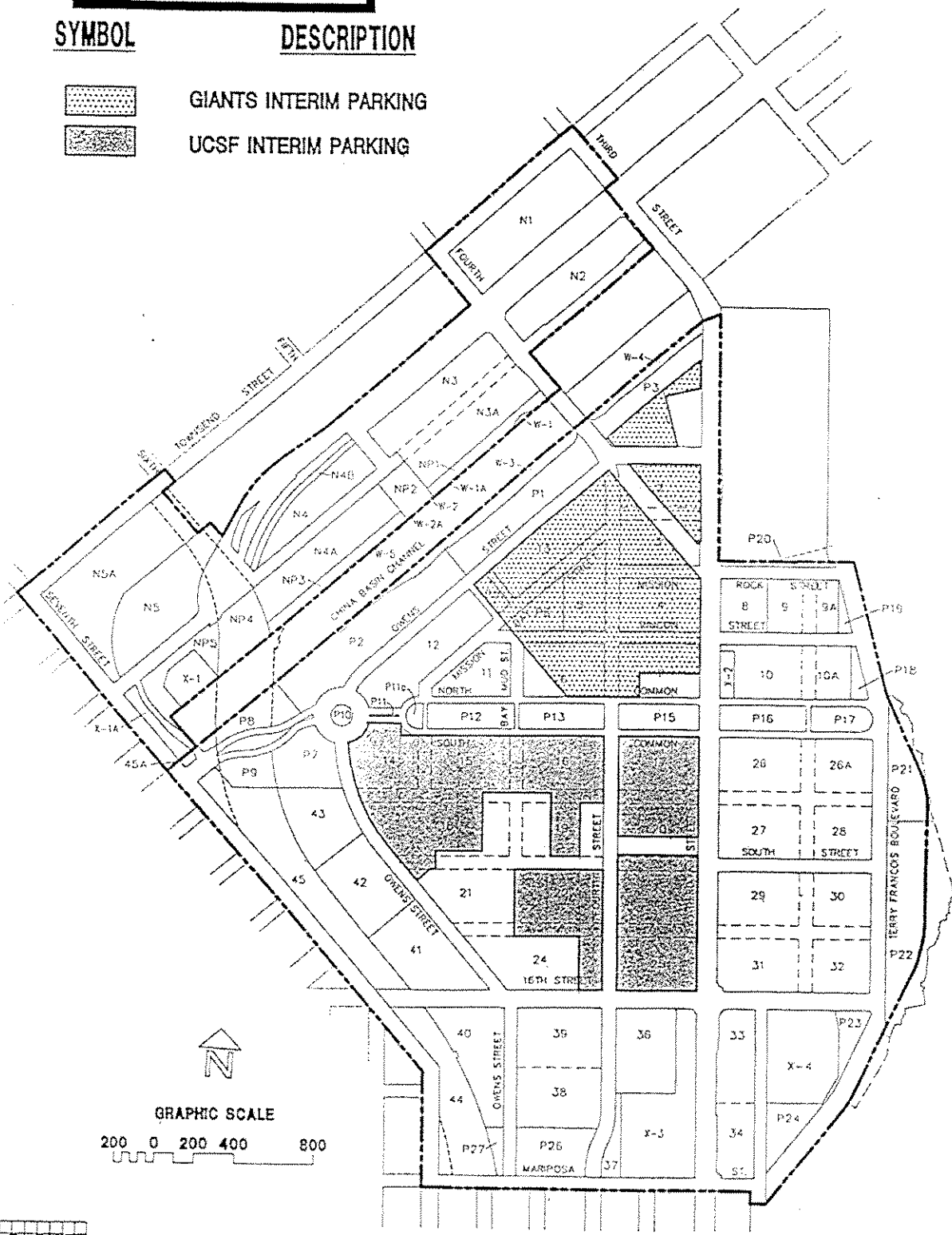


SANTINA & THOMPSON, INC.
 **Hawk Engineers, Inc.**

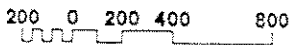
**SOUTH OF CHANNEL
INFRASTRUCTURE
INTERIM PARKING**

SYMBOL **DESCRIPTION**

-  GIANTS INTERIM PARKING
-  UCSF INTERIM PARKING



GRAPHIC SCALE



INF-004A 97.0191 / L



A PROJECT OF CATELLUS DEVELOPMENT CORPORATION

TABLE 1. MISSION BAY PM PEAK HOUR VEHICLE TRIP GENERATION RATES

Project Areas	Land Use Type	PM Peak Hour Vehicle Trip Rate
Mission Bay North	Retail	1.36 per ksq. ft.
	Restaurant	6.02 per ksq. ft.
	Residential	0.75 per d.u.
	Movie Theater	0.06 per seat
Mission Bay South	Retail	2.00 per ksq. ft.
	Hotel	0.27 per room
	Residential	0.81 per d.u.
	Office	0.95 per ksq. ft.
	Research & Development	0.59 per ksq. ft.
	Large Retail	4.50 per ksq. ft.
UCSF Subarea	UCSF	0.61 per ksq. ft.
	School	0.05 per student

Notes:

ksq. ft. = 1,000 square feet

d.u. = dwelling unit

Source: Table VI.1, p. VI.8, Volume II, Draft Mission Bay Subsequent Environmental Impact Report.

**TABLE 2. MISSION BAY SOUTH: INTERSECTION IMPROVEMENT THRESHOLDS
BASED ON CUMULATIVE PROJECT P.M. PEAK HOUR VEHICLE TRIPS***

Intersection	Measure	Mission Bay PM Peak Hour Vehicle Trips
Third/The Common ¹	New signal.	10,400 ⁴
Third/South ¹	New signal.	8,200 ⁴
Third/Owens ¹	New signal.	8,200 ⁴
Third/16th	Reconfigure signal & widen street.	8,200 ⁴
Third/Mariposa ³	Reconfigure signal & widen street.	14,200 ⁵
Fourth/Owens ¹	New signal.	8,200 ⁴
Fourth/South	New signal.	8,200 ⁴
Fourth/16 th	New signal.	8,200 ⁴
Fourth/Mariposa	New signal.	8,200 ⁴
Seventh/16 th	New signal & restripe street.	5,500
Owens/16 th	New signal.	10,400 ⁴
Owens/Mariposa/I-280 Off-ramp	Reconfigure signal.	5,500
I-280 On-ramp/Mariposa	New signal.	10,400 ⁴
Vermont/16 th	New signal.	2,600
Potrero/16 th	Restripe street.	8,200 ⁴
Seventh/Brannan	Restripe street.	15,400 ³
Seventh/The Common/Berry Connector ²	New signal, railroad crossing, & restripe street.	8,200 ⁴

* When Mission Bay development reaches a level that produces the number of p.m. peak hour project vehicle trips shown, the intersection would need to include the measures shown in order to maintain an acceptable level of service.

¹ Improvements may be needed before the vehicle threshold indicated to conform with MUNI Third Street Light Rail extension construction.

² This Improvement would be triggered earlier if 2,300 p.m. peak hour vehicle trips were generated by Owner and UCSF development in Mission Bay South before a total of 8,200 p.m. peak hour vehicle trips were generated by all development in Mission Bay as a whole.

³ Remove on-street parking and restripe within the existing right of way to provide two (2) lanes for the westbound approach and adjust signal timing by the end of a project development that produces 5,500 p.m. (evening) peak hour vehicle trips.

⁴ May include development up to 460,000 square feet of commercial/industrial, 40,000 square feet of city-serving retail and 90 dwelling units which are not part of the Owner Project in the South Plan Area.

⁵ May include development of up to 1,064,000 square feet of commercial/industrial, 90,000 square feet of city-serving retail and 90 dwelling units which are not part of the Owner Project in the South Plan Area.

Source: Table VI.2, p. VI.13 and Table VI.4, p. VI.21, Volume II, Draft Subsequent Environmental Impact Report.

**TABLE 3. MISSION BAY SOUTH: STREET SEGMENT IMPROVEMENT THRESHOLDS
BASED ON CUMULATIVE PROJECT P.M. (EVENING) PEAK HOUR VEHICLE TRIPS***

Street Segment	Mission Bay PM Peak Hour Vehicle Trips
Fourth Street between 16 th and Mariposa Streets	8,200 ³
Fourth Street between 16 th and South Streets	8,200 ³
Fourth Street between South Street and China Basin Channel Bridge	10,400 ³
Owens Street between Third and Fourth Streets ¹	10,400 ³
Owens Street between Fourth Street and The Common	14,200 ⁴
Owens Street between The Common and 16 th Street	10,400 ³
Owens Street between 16 th and Mariposa Streets	12,200 ⁴
Connection of Common Streets to Seventh Street ²	8,200 ³
Third Street, south of 16 th Street, approximately one-third the distance between 16 th and Mariposa Streets	8,200 ³
Mariposa Street Caltrain Bridge Widening	10,400 ³
Mariposa Street between Caltrain Bridge and Fourth Street	12,200 ⁴
Mariposa Street between Fourth and Third Streets ⁵	14,200 ⁴
Mariposa Street between Third Street and Terry A. François Boulevard	14,200 ⁴

* When Mission Bay development reaches a level that produces the number of p.m. (evening) peak hour project vehicle trips shown, the intersection would need to include the measures shown in order to maintain an acceptable level of service.

¹ Improvements may be needed earlier to conform with MUNI's Third Street Light Rail extension construction.

² This Improvement would be triggered earlier if 2,300 p.m. (evening) peak hour vehicle trips were generated by Owner and UCSF development in Mission Bay South before a total of 8,200 p.m. peak hour vehicle trips were generated by development in Mission Bay as a whole.

³ May include development of up to 460,000 square feet of commercial/industrial, 40,000 square feet of city-serving retail and 90 dwelling units which are not part of the Owner Project in the South Plan Area.

⁴ May include development of 1,064,000 square feet of commercial/industrial, 90,000 square feet of city-serving retail and 90 dwelling units which are not part of the Owner Project in the South Plan Area.

⁵ This improvement requires the taking of an adjacent building which is subject to leaseholds. If the Improvement is triggered prior to redevelopment or leasehold termination, additional analysis may be warranted to avoid unnecessary condemnation proceedings.

Source: Table VI.2, p. VI.13 and Table VI.4, p. VI.21, Volume II, Draft Mission Bay Subsequent Environmental Impact Report.

EXHIBIT C

MISSION BAY SOUTH INTERAGENCY COOPERATION AGREEMENT
FORM OF PERMIT TO ENTER

THIS PERMIT TO ENTER ("Permit") dated for reference purposes only as of _____, _____, is made by and between the [Insert the appropriate entity: the REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic of the State of California; the CITY AND COUNTY OF SAN FRANCISCO, a charter City and County; or the CITY AND COUNTY OF SAN FRANCISCO, acting by and through its PORT COMMISSION] ("Licensor"), and [Insert the appropriate entity: CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation, or its agents, designees or successors; or insert name of a permitted Transferee under the North OPA or South OPA, or its agents, designees or successors] (the "Permittee"). The capitalized terms used in this Agreement shall have the meanings set forth in the North OPA (hereinafter defined) or South OPA (hereinafter defined), as the context may require, unless otherwise defined herein.

THE PARTIES ENTER INTO THIS PERMIT based upon the following facts, understandings and intentions:

- A. The City and County of San Francisco ("City") acting through its Board of Supervisors, has approved a Redevelopment Plan for the Mission Bay South Redevelopment Project by Ordinance No. 335-98 adopted on November 2, 1998 ("Mission Bay South Redevelopment Plan") and a Redevelopment Plan for the Mission Bay North Redevelopment Project by Ordinance No. 327-98 adopted on Oct. 26, 1998 ("Mission Bay North Redevelopment Plan") (the Mission Bay South Redevelopment Plan and the Mission Bay North Redevelopment Plan are sometimes hereinafter collectively referred to as the "Redevelopment Plans" and individually as a "Redevelopment Plan"). In cooperation with the City, pursuant to the Interagency Cooperation Agreements for each of the Mission Bay North and South Plan Areas ("Interagency Cooperation Agreements"), the Agency is in the process of implementing the Redevelopment Plans and the Plan Documents (as defined in the Redevelopment Plans) referred to in each of the Redevelopment Plans.
- B. Permittee and the Redevelopment Agency of the City and County of San Francisco ("Agency") have entered into (i) that certain Mission Bay North Owner Participation Agreement ("North OPA") approved by Agency Commission resolution No. 188-98 on 9/17/98 and (ii) that certain Mission Bay South Owner Participation Agreement ("South OPA") approved by Agency Commission resolution No. 193-98 on 9/17/98, regarding the redevelopment of the Mission Bay North and South Plan Areas, as more particularly described therein. The North OPA and the South OPA are hereinafter collectively referred to as the "OPAs" and individually as an "OPA."
- C. Permittee, when and if required by the OPAs, will construct open space, parks, streets and other Infrastructure on land owned or to be owned by the City or Port, and in the case of open space and parks, land leased by the City or Port to the Agency. In addition, the OPAs and Land Transfer Agreements (hereinafter defined) obligate Permittee to perform

certain environmental obligations with respect to City and Port owned property and with respect to certain property to be donated to the Agency for the development by the Agency or Qualified Affordable Housing Developers of Affordable Housing Units.

- D. Permittee, the City and the City and County of San Francisco acting by and through the Port Commission ("Port") have also entered into (i) that certain Amended and Restated City Land Transfer Agreement ("Amended CLTA") approved by Ordinance No. 330-98 of the Board of Supervisors on Oct. 26, 1998, (ii) that certain Amended and Restated Mission Bay Port Land Transfer Agreement ("Amended PLTA") approved by Ordinance No. 331-98 of the Board of Supervisors of the City on Oct. 26, 1998, and (iii) that certain Amended and Restated Agreement Concerning the Public Trust ("Amended ACTPT") to which the State of California is also a party, approved by Ordinance No. 332-98 of the Board of Supervisors of the City on Oct. 26, 1998. The Amended CLTA, Amended PLTA and Amended ACTPT are hereinafter collectively referred to as the "Land Transfer Agreements." The Land Transfer Agreements provide for the exchange of certain lands between Permittee and the City and Port, as applicable.
- E. The OPAs, the Interagency Cooperation Agreements and the Land Transfer Agreements all contemplate that from time to time the Agency, as tenant, and the City or Port, as applicable, as Landlord, will enter into or modify the Agency Lease for the purpose of facilitating the construction in phases of the public open space and parks contemplated under the OPAs, Redevelopment Plan and Plan Documents.
- F. The OPAs, Land Transfer Agreements, Interagency Cooperation Agreements and Agency Lease all contemplate that from time to time the Agency, City or Port, as applicable, shall, upon Permittee's request, enter into permits to enter affecting property owned by or leased to the City, Port or Agency, as applicable, for the purposes of allowing Permittee to (i) perform environmental Investigations and geotechnical testing, investigations and other physical inspections, (ii) perform Remediation and Responses, and (iii) construct Infrastructure, all as contemplated by the OPAs, and the Redevelopment Plans and Plan Documents.
- G. Permittee has requested that Licensor enter into this Permit for the purposes hereinafter specified in Section 2, covering the property described in Exhibit A attached hereto and incorporated herein ("Permit Area"), as contemplated by the **[OPAs, Land Transfer Agreements, Interagency Cooperation Agreements or Agency Lease; specify applicable document]**, upon the terms and conditions hereinafter provided.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, the parties hereby enter into this Permit, upon the terms and conditions hereinafter set forth:

1. **License.** Licensor hereby confers to Permittee and its agents, employees, officers, contractors and representatives ("Agents") a personal (except as hereinafter specifically provided), non-exclusive (except as hereinafter provided) and non-possessory right and license to enter upon and use the Permit Area for the purposes and subject to the terms,

conditions and restrictions set forth below; provided that, with respect to Open Space Parcels and New Street Parcels, no other Person shall be entitled to utilize the Permit Area, or shall be entitled to possession thereof during the term of this Permit (other than existing rights under nonexclusive easements for utilities) to the extent such utilization or possession would interfere with Permittee's activities hereunder. This Permit gives Permittee a license only and notwithstanding anything to the contrary herein, this Permit does not constitute a grant by Licensor of any ownership, leasehold, easement or other similar property interest or estate whatsoever in the Permit Area, or any portion thereof. The license granted by this Permit is irrevocable, except as specifically hereinafter provided.

2. **Use of Permit Area.** Permittee shall enter and use the Permit Area for the sole purpose of [insert appropriate clause: (i) installing and constructing Infrastructure in the Permit Area, in accordance with the terms of the applicable OPA, Redevelopment Plan and Plan Documents; (ii) performing environmental Responses or Remediation in the Permit Area in accordance with the terms of the Land Transfer Agreements, OPAs and/or Agency Lease, as applicable; or (iii) performing physical inspections and testing of the Permit Area, including, without limitation, environmental Investigations and geotechnical testing, investigations and inspections] (the "Permitted Acts"), as more particularly described on Exhibit B attached hereto and incorporated herein. If Permittee performs any inspections, studies, testing or investigation pursuant to this Permit, Permittee shall provide to Licensor a copy of any written reports received by Permittee documenting the results of such inspections, testing, investigations or studies.
3. **Installation of Facilities.**
 - (a) **Permits and Approvals.** Before beginning any work in the Permit Area, Permittee shall obtain any and all permits, licenses and approvals (collectively, "Approvals") of all City Agencies, if any, and any other governmental agencies having or claiming jurisdiction over the Permit Area, that are required to commence the Permitted Acts, and thereafter shall obtain all Approvals required to complete the Permitted Acts, and also shall comply with the applicable requirements of the Financing Plan (if applicable) in connection with such work. Promptly upon receipt of such Approvals, if any, Permittee shall deliver copies of all Approvals to Licensor, to the extent Licensor was not the entity issuing the applicable Approvals. Licensor shall cooperate with Permittee, at no cost to Licensor, to the extent necessary to obtain such Approvals, subject to the limitations of the OPAs and the Interagency Cooperation Agreements, as applicable.
 - (b) **Exercise of Due Care.** Permittee shall use, and shall cause its Agents to use, due care at all times in performing the Permitted Acts to avoid any damage or harm to Licensor's property and any facilities, in, under, or on the Permit Area, unless

such property or facilities are to be demolished, removed or replaced in connection with the Permitted Acts.

4. **Term of Permit.** The license conferred to Permittee pursuant to this Permit shall commence on the Effective Date (as defined in Section 25 below) and shall expire on _____, _____ **[insert reasonable period to complete Permitted Acts]**; provided, however, that the term of this Permit shall automatically be extended for such additional period as may be required by Permittee, if Permittee is diligently proceeding with the Permitted Acts and if the failure to complete the Permitted Acts is the result of Unavoidable Delay, or, in the case of Infrastructure, if such Infrastructure has not yet been acquired by the City or other public agency that will own or operate such Infrastructure pursuant to the Interagency Cooperation Agreements and the applicable OPA (including the Financing Plan). If Permittee fails to comply with any of the terms or conditions of this Permit and cure such noncompliance within ten (10) business days after receipt of written notice of noncompliance by Permittee (or in the case of Permittee's failure to comply with any obligation that cannot reasonably be cured within such period, in the event Permittee does not commence a cure within such period and diligently pursue such cure to completion), Licensor may, without limiting any of its other rights and remedies, revoke this Permit. Upon termination or revocation of this Permit, Permittee shall surrender the Permit Area to Licensor in the condition required under Section 9.

5. **Insurance.**

- (a) **Coverages.** Permittee shall maintain or cause its Agents performing the Permitted Acts to maintain or cause to maintain, throughout the term of this Permit, at no cost to Licensor, insurance as follows:
- (i) Comprehensive or commercial general liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including contractual liability, independent contractors, broad-form property damage, personal injury, products and completed operations.
 - (ii) Workers' compensation insurance with employers' liability not less than \$1,000,000 each accident.
 - (iii) Comprehensive or business automobile liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including owned, non-owned and hired vehicles, if Permittee uses or causes to be used vehicles in connection with its use of the Permit Area.
- (b) **General Requirements.** All insurance provided for under this Permit shall be effected under valid enforceable policies issued by insurers of recognized responsibility having a rating of at least A-VII in the most current edition of Best's Insurance Reports, or otherwise acceptable Licensor.

(i) Should any of the required insurance be provided under a claims-made form, Permittee or Permittee's Agents performing the Permitted Acts shall maintain or cause to be maintained such coverage continuously throughout the term hereof and, without lapse, for a period of one (1) year beyond the expiration or termination of this Permit, to the effect that, should occurrences during the term give rise to claims made after expiration or revocation of this Permit, such claims shall be covered by such claims-made policies.

(ii) Should any of the required insurance be provided under form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified.

(iii) General and automobile liability insurance policies shall be endorsed or otherwise provide the following:

(1) Show Permittee or Permittee's Agents performing the Permitted Acts as the named insured and **[insert applicable party: the City, the Agency or the Port; if Agency is issuing party, and property is City or Port Property, City or Port should also be named]** and its commissions, boards, departments, officers, agents and employees, as additional insureds, as their respective interests may appear hereunder.

(2) That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Permit, and that insurance applies separately to each insured against whom claim is made or suit is brought. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

(3) All policies shall be endorsed to provide thirty (30) days' advance written notice to Licensor of cancellation mailed to the address(es) for Licensor set forth in Section 23, except in the case of cancellation for nonpayment of premium, in which case cancellation shall not take effect until ten (10) days prior written notice has been given. Permittee covenants and agrees to give Licensor reasonable notice in the event that it learns or has any reason to believe that any such policy may be canceled or that the coverage of any such policy may be reduced.

(c) **Proof of Insurance.** Permittee shall deliver to Licensor certificates of insurance in form reasonably satisfactory to Licensor, evidencing the coverages required hereunder, on or before the Effective Date of this Permit ("Evidence of

Insurance”), and Permittee shall provide Licensor with Evidence of Insurance thereafter before the expiration dates of expiring policies. In addition, Permittee shall deliver to Licensor complete copies of the relevant policies upon request therefor from Licensor. If Permittee shall fail to procure such insurance, or fails to deliver Evidence of Insurance as required herein, and such failure continues for more than ten (10) days following written notice from Licensor to Permittee, Licensor may, at its option, procure the same for the account of Permittee, and the reasonable cost thereof shall be paid to Licensor within thirty (30) days after delivery to Permittee of bills therefor. Licensor shall notify Permittee within thirty (30) days of its receipt of Evidence of Insurance whether Evidence of Insurance is not acceptable to Licensor.

- (d) Notwithstanding anything to the contrary in this Permit, Permittee’s compliance with this Section 5 shall in no way relieve or decrease liability of Permittee under Section 12 below, or any other provision of this Permit.
6. **Compliance with Laws.** Permittee shall, at its expense, conduct and cause to be conducted all Permitted Activities on the Permit Area in a safe and reasonable manner and in compliance with all Laws (including, without limitation, the Americans with Disabilities Act) whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Nothing contained in this Section 6 shall, however, be deemed to modify or expand Permittee’s obligations under Section 13 of this Permit with respect to Hazardous Substances or any of Permittee’s obligations under the Environmental Investigation and Response Programs (“EIRPs”) attached to the OPAs, and to the extent of any inconsistency between this Section 6 and Section 13 and the EIRPs, Section 13 and the EIRPs shall control. In addition, to the extent of any inconsistency between Section 13 and the EIRPs, the EIRPs shall control. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the Permit Area any and all Approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that Licensor is entering into this Permit in its capacity as a property owner with a proprietary interest or as a tenant with a leasehold interest in the Permit Area and not as a regulatory agency with police powers. Permittee further understands and agrees that no approval by Licensor for purposes of this Permit shall be deemed to constitute approval of any federal, state, City Agency (except for the specific approvals expressly granted by Licensor herein) or other local regulatory authority with jurisdiction).
7. **Covenant to Maintain Permit Area.** In connection with its use hereunder, Permittee shall at all times, at its sole cost, maintain the Permit Area in a safe and secure condition, to the extent the Permit Area may be affected by Permittee’s activities hereunder.
8. **Signs.** Except for construction signs (which may include informational signs identifying Permittee as the developer of the applicable Improvements, if any; provided that any such informational signage shall be subject to the approval of Licensor, not to be unreasonably withheld, conditioned or delayed), temporary safety and warning signs, or any signs

contemplated by the OPAs, Redevelopment Plan or Plan Documents, or otherwise approved by City Agencies or the Agency in connection with the Approvals, Permittee shall not place, erect or maintain any sign, advertisement, banner or similar object on the Permit Area.

9. **Surrender.** Except as specifically provided in this Section 9, upon the expiration of this Permit or within ten (10) days after any sooner revocation or other termination of this Permit, Permittee shall surrender the Permit Area, [insert the appropriate language: (i) if the Permit is for environmental Investigation or Response Measures, insert “in substantially the condition the Permit Area was in prior to the Effective Date, including but not limited to (i) closing wells in accordance with applicable Environmental Laws, (ii) filling in borings, and (iii) removal, or other disposition consistent with the Risk Management Plans and the EIRPs, of stockpiles of soil created by Permittee under the Permit, except for (x) conditions created or exacerbated by any person or entity other than Permittee or its Agents, (y) any monitoring wells required by the RWQCB to remain in the Permit Area as part of obtaining Final Site Clearance, or (z) any other measures, structures, or changes to the Permit Area contemplated by the [Redevelopment Plan] or as required by the Risk Management Plan or the RWQCB to remain in place on the Permit Area, or (ii) if the Permit is for construction of Infrastructure, insert “in a good, clean and slightly condition, free from hazards and clear of all debris, with all property of Permittee (other than Infrastructure) removed and all damage caused by the removal repaired.”] Notwithstanding the foregoing, Permittee shall have no obligation to restore any damage resulting from reasonable wear and tear, casualty not caused by Permittee or its Agents, or condemnation. The obligations of Permittee under this Section 9 shall survive the termination of this Permit.
10. **Licensor’s Right to Cure Defaults by Permittee.** If Permittee fails to perform its obligations, if any, under this Permit to restore the Permit Area, or to repair damage to the Permit Area, or if Permittee defaults in the performance of any of its other obligations under this Permit, then Licensor may, at its sole option, remedy such failure for Permittee’s account and at Permittee’s expense by providing Permittee ten (10) business days’ prior written notice of Licensor’s intention to cure such default (except that no such prior notice shall be required in the event of an emergency as reasonably determined by Licensor), except in the case of the construction of Infrastructure, if such remedy would be inconsistent with the remedies in or terms and conditions of any subdivision improvement agreement regarding such Infrastructure. Such action by Licensor shall not be construed as a waiver of any rights or remedies of Licensor under this Permit, and nothing herein shall imply any duty of Licensor to do any act that Permittee is obligated to perform. Permittee shall pay to Licensor within ten (10) days following Licensor’s written demand, all reasonable, out of pocket costs and expenses incurred by Licensor, including, without limitation, reasonable attorneys’ fees, in remedying or attempting to remedy such default, and Permittee’s obligation to pay such sums shall not be limited by

the provisions of Section 26 of this Permit. Permittee's obligations under this Section 10 shall survive the termination of this Permit.

11. **No Costs to Licensor.** Except as otherwise provided in the OPAs, Redevelopment Plan or Plan Documents, Permittee shall bear all costs or expenses of any kind or nature in connection with its use of the Permit Area. Permittee shall keep the Permit Area free and clear of any liens or claims of lien arising out of or in any way connected with Permittee's use of the Permit Area.

12. **Indemnity.**

(a) **General Indemnification.**

(i) Except as hereinafter specifically provided, Permittee shall indemnify, defend and hold harmless Licensor, its commissions, departments, boards, officers, agents, employees, permittees and contractors and each of them, from and against any and all claims, demands, losses, liabilities, damage, liens, obligations, interest, injuries, penalties, fines, lawsuits or other proceedings, judgments and awards and costs and expenses (including reasonable attorneys' fees and costs and consultant fees and costs and court costs) of whatever kind or nature, known or unknown, contingent or otherwise, including the reasonable costs to the Licensor of carrying out the terms of any judgment, settlement, consent, decree, stipulated judgment or other partial or complete termination of an action or procedure that requires the Licensor to take any action (collectively, "Indemnified Claims") arising in any manner out of (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the Permit Area, or any part thereof, whether the person or property of Permittee or its Agents, their invitees, guests or business visitors (collectively, "Invitees"), or third persons, resulting from any use or activity by Permittee or its Agents under this Permit, (b) any failure by Permittee to faithfully observe or perform any of the terms, covenants or conditions of this Permit, or (c) the use of the Permit Area or any activities conducted thereon under this Permit by Permittee, its Agents or Invitees. The foregoing indemnity shall exclude any Indemnified Claims to the extent they result from the negligence or willful or other actionable misconduct of Licensor or its Agents or Invitees. Permittee's obligations under this Section 12 shall survive the expiration or other termination of this Permit. The Owner agrees to defend the indemnified parties against any claims that are actually or potentially within the scope of the indemnity provisions of this instrument, even if such claims may be groundless, fraudulent or false.

(ii) The agreement to indemnify, defend and hold harmless set forth in Section 12(a) is in addition to, and in no way shall be construed to limit or replace, any other obligations or liabilities which Permittee may have to Licensor in the OPAs, the Land Transfer Agreements or this Permit, at common law or

otherwise except as same may be limited by the provisions of the OPAs, Land Transfer Agreements or this Permit.

- (iii) Licensor agrees to give prompt notice to Permittee with respect to any suit or claim initiated or threatened against Licensor, and in no event later than the earlier of (a) ten (10) days after valid service of process as to any filed suit or (b) fifteen (15) days after receiving notification of the filing of such suit or the assertion of such claim, which Licensor has reason to believe is likely to give rise to a claim for indemnity hereunder. If prompt notice is not given to Permittee, then Permittee's liability hereunder shall terminate as to the matter for which such notice is not given, provided that failure to notify Permittee shall not affect the rights of Licensor or the obligations of Permittee hereunder unless Permittee is prejudiced by such failure, and then only to the extent of such prejudice. Permittee, at its option but subject to the reasonable consent and approval of Licensor, shall be entitled to control the defense, compromise or settlement of any such matter through counsel of Permittee's own choice; provided, however, that in all cases Licensor shall be entitled to participate in such defense, compromise or settlement at its own expense. If Permittee shall fail, however, in Licensor's reasonable judgment, within a reasonable time following notice from Licensor alleging such failure, to take reasonable and appropriate action to defend, compromise or settle such suit or claim, Licensor shall have the right promptly to hire counsel at Permittee's sole expense to carry out such defense, compromise or settlement, which expense shall be immediately due and payable to Licensor upon receipt by Permittee of a properly detailed invoice therefor.
- (b) Permittee shall not permit any mechanics' or materialmen's liens to be levied against the Permit Area for any labor or material furnished to Permittee or claimed to have been furnished to Permittee or to Permittee's Agents in connection with the installation of Infrastructure by Permittee and Permittee shall hold Licensor free and harmless from any and all mechanics' or materialmen's liens connected with or arising from the installation of Infrastructure.
- (c) For purposes of Section 12(a), Permittee's operations and activities include but are not limited to those of its Agents.
- (d) Nothing in this Section 12 or elsewhere in this Permit shall require Permittee to defend, indemnify or hold harmless Licensor or any of its commissions, departments, boards, officers, agents or employees from any Indemnified Claims resulting from the discovery or disclosure of Hazardous Substances on, in, under or about the Permit Area or shall serve to modify or increase any obligations of Permittee or Licensor under Section 13 or the EIRPs with respect to any Hazardous Substances on, about or under the Permit Area, it being the intention of the Parties, that Section 13 and the EIRPs shall govern the rights and obligations of the Parties with respect to Remediation and Response measures for Hazardous Substances in, on or about the Permit Area in connection with the Permitted Acts.

13. **Implementation of Environmental Investigation and Response Measures.**

(a) **Definitions.** As used in this Section 13, the following terms shall have the following meanings:

- (1) "Claims" means all claims, costs, damages (including consequential damages, fines, judgments, penalties, losses, demands, liabilities or expenses including, without limitation, personal injury claims; payment of liens; sums paid in settlement of claims; fees of attorneys, consultants, and experts; the capital and operating costs of any Investigation or Remediation; loss of use or damages; loss of profits, rentals or other business opportunities or property losses; increased development costs; and damages to natural resources or to property.
- (2) "Community Facilities Parcels" shall mean the School/Fire Station, the School Site and the School Play Yard.
- (3) "Construction" means construction of the Initial Permanent Improvements, starting with groundbreaking in connection with the commencement of physical construction of such improvements and ending with the completion of physical construction for Open Space and Street Parcels and issuance of a Certificate of Occupancy for the Affordable Housing Parcels.
- (4) "Environmental Laws" means all federal, state and local laws, regulations, ordinances, and judicial and administrative directives, orders and decrees dealing with or pertaining to solid or hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substances use or storage, and community right-to-know requirements related to the work being performed under this Permit.
- (5) "Existing Street Parcels" means those existing (public or private) streets or portions thereof in the South Plan Area and the North Plan Area, as more particularly described in the North OPA and the South OPA which the City owns, that will remain streets and whose ownership will not be transferred under the Land Transfer Agreements. Existing Street Parcels are those portions of the following streets existing on August 1, 1998 that will not be transferred: Third Street, Fourth Street, Berry Street, Townsend Street, King Street, Seventh Street, a portion of Sixteenth Street, a portion of Terry Francois Boulevard, Mariposa Street, Pennsylvania Street, a portion of Owen Street, a portion of Illinois Street, and a portion of Mission Rock Street, as more particularly identified on Exhibit C.
- (6) "Final Site Clearance" means a written statement from the RWQCB providing that the environmental condition of a parcel is appropriate for its designated uses as set forth in the Redevelopment Plan and Plan Documents, and that no

further Investigation or Response is required other than that specified in the RMP or is imposed in a recorded Environmental Covenant and Restriction under the Cal. Civ. Code §1471 or other institutional controls approved by the RWQCB. An environmental Certification of Completion issued by the RWQCB under Cal. Health & Safety Code §25264 shall be deemed to be the equivalent of Final Site Clearance; provided, however, that Final Site Clearance may be issued by the RWQCB in the absence of a Certificate of Completion.

- (7) "Hazardous Substance(s)" means any substance, material or waste that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment, including, but not limited to petroleum, petroleum-based products, natural gas, or any substance, material, or waste that is or shall be listed, regulated or defined by federal, state or local statute, regulation, rule, ordinance or other governmental requirement to be hazardous, acutely hazardous, extremely hazardous, toxic, radioactive, biohazardous, infectious, or otherwise dangerous.
- (8) "Investigate" or "Investigation" when used with reference to Hazardous Substances means any activity undertaken to determine the nature and extent of Hazardous Substances that may be located in, on, under or about the property or which have been, are being, or are threatened to be Released into the environment.
- (9) "New Street Parcels" means that portion of Berry Street between King Street and Mall Street (adjacent to Seventh Street), and a portion of the King Street frontage road, to be dedicated as public streets, a portion of Sixteenth Street, South Street, Fourth Street from the South Commons to Mariposa Street, and a portion of Terry Francois Boulevard, as more particularly identified on Exhibit C.
- (10) "Open Space Parcels" means parcels which shall be improved as open space as parks and recreation purposes.
- (11) "Regional Water Quality Control Board" or "RWQCB" means the Regional Water Quality Control Board for the San Francisco Bay Region, its Executive Officer, or staff authorized to make decisions regarding the subject at issue.
- (12) "Release" when used with respect to a Hazardous Substance means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of the Hazardous Substance into the environment.

(13)“Response” or “Respond” or “Remediate” when used in a reference to Hazardous Substances means any activity undertaken to cleanup, remove, contain, treat, stabilize, monitor, or otherwise control or manage, including to manage in place, the Hazardous Substance.

(14)“Risk Management Plan” or “RMP” means a written plan approved by the RWQCB meeting the requisites of Sections 8.2.1 and 8.2.3 of the Amended CLTA.

(15)“Street Parcels” means the Existing Street Parcels and the New Street Parcels.

- (b) In Permittee’s performance of the Permitted Acts set forth in Exhibit B, Permittee will comply with all applicable Environmental Laws and all applicable sections of the RWQCB-approved RMP and applicable laws, including Article 20 of the Public Works Code. Notwithstanding any other provision of this Permit, Permittee shall have no obligation to perform Investigation or Response measures more extensive or more stringent than those required by the RWQCB to obtain Final Site Clearance.
- (c) Permittee shall defend, hold harmless and indemnify Licensor, and its officers, agents, employees, permittees and contractors and, if Licensor is a tenant, Permittee shall also defend, hold harmless and indemnify the property owner and its officers, agents, employees, permittees and contractors, from and against any and all Claims resulting from any Release or threatened Release of a Hazardous Substance to the extent that such Release or threatened Release is directly created or aggravated by the specific activities undertaken by Permittee pursuant to this Permit or by any breach of or failure to duly perform or observe any term, covenant or agreement in this Permit to be performed or observed by Permittee including, but not limited to, any violation of any Environmental Law caused by Permittee’s performance or any violation by Permittee of the applicable provisions of the RWQCB-approved RMP; provided, however, that Permittee shall have no liability, nor any obligation to defend, hold harmless or indemnify any person for any such Claim resulting (i) from the discovery or disclosure of any pre-existing condition, (ii) from the movement of soil or groundwater or other activity undertaken by Permittee, which concerns Hazardous Substances existing prior to Permittee’s entry upon the Permit Area so long as such movement or activity is consistent with the RMP, or (iii) resulting from the negligence or willful or other actionable misconduct of Permittee or its agents or invitees. Permittee’s obligations under this Section 13(c) shall survive the expiration or other termination of this Permit. In addition, the terms and conditions of Sections 12(a)(ii) and (iii) of this Permit shall govern the indemnity set forth in this Section 13(c), and are incorporated herein by this reference.

(d) Environmental Releases.

(i) Licensor Release.

The following release extends to any Permit Area which is on an Open Space Parcel, Street Parcel or Community Facilities Parcel to the extent that Licensor has not already provided a release of liability to Permittee in the Amended CLTA or the Catellus Lease. For any particular Permit Area, the release shall take effect for such Permit Area upon the issuance of a Permit to Enter from the Agency or City.

Licensor, for itself and its agents, affiliates, successors and assigns, hereby releases and forever discharges Permittee and its shareholders, officers, directors, agents, consultants, affiliates, predecessors, successors, lenders, managers, tenants, servants, employees, invitees, guests, and assigns (collectively, "Permittee Entities") from any and all Claims at law or in equity, whether direct or indirect, foreseen or unforeseen, or known or unknown at the time of this Permit, which Licensor has or may have in the future, arising out of, or in any way connected with, the environmental or physical condition of the Permit Area, or any law or regulation applicable thereto. Notwithstanding the foregoing, the release set forth in the immediately preceding sentence shall not extend to: (i) any Claim against Licensor arising out of Permittee's failure to perform actions or negligent performance of actions specified in the North EIRP or South EIRP or this Permit for which Permittee has responsibility, (ii) any Claim against Licensor, or its officers, tenants, lenders, managers, employees, agents, consultants, assigns, invitees, and guests (collectively, "Licensor Entities") asserted by any third party alleging injury or damage from acts, omissions, agreements or undertakings by any Permittee Entities, (iii) any Claim arising out of a Hazardous Substance which originates on land owned by Permittee and which first migrates onto the Permit Area after Permittee obtains Final Site Clearance for it, (iv) any Claim asserted against Licensor Entities by any private party in a citizen's suit capacity, (v) any Claim based on or arising from an obligation under a separate written agreement between the Parties, (vi) any Claim asserted against Licensor Entities by any governmental entity or agency, or (vii) any Claim asserted by the City in its regulatory capacity, except that Licensor acknowledges that pursuant to Cal. Health & Safety Code §25264(c), no state or local agency (including Licensor) may take action against Permittee for hazardous materials releases at the Premises once a Certificate of Completion is issued for such parcels under Cal. Health & Safety Code §25264(b) unless provided otherwise in Cal. Health & Safety Code §25264(c).

Except as expressly excluded above, the foregoing release includes all Claims, whether direct or indirect, foreseen or unforeseen, or known or unknown at the time of the Permit, which arise out of (i) the need or alleged need for

additional Investigation or Remediation on the Permit Area, and (ii) Investigation or Remediation arising from the presence of Hazardous Substances on, or originating on and migrating from, the Permit Area, or other environmental conditions of the Permit Area, whether such conditions or Hazardous Substances existed prior to or subsequent to Permittee's entry. Except as set forth in this Section 13(d), Licensor expressly waives any rights or benefits available to it under the provisions of Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Licensor hereby specifically acknowledges that it has carefully reviewed this release and discussed its import with legal counsel and that the provisions of this release are a material part of the Permit.

In the event that Permittee is not Catellus Development Corporation, a Delaware corporation, and subject to Catellus Development Corporation's execution of the release of Licensor Entities in Section 13(d)(ii) below, then Licensor, on behalf of itself and its agents, affiliates, successors and assigns, agrees that, in addition to Permittee Entities, the release in this Section 13(d)(i) shall extend also to Catellus Development Corporation and its shareholders, officers, directors, agents, consultants, affiliates, predecessors, successors, lenders, managers, tenants, servants, employees, invitees, guests, and assigns ("Catellus Entities"). Licensor also makes the same express waiver of rights and benefits regarding Claims against Catellus Entities as it does for Claims against Permittee Entities in this Section 13(d)(i).

[Licensor initials]

(ii) Permittee Release.

The following release extends to any Permit Area which is on an Open Space Parcel, Street Parcel or Community Facilities Parcel to the extent that Permittee has not already provided a release of liability to Licensor in the Amended CLTA or the Catellus Lease. For any particular Permit Area, the release shall take effect for such parcel upon the issuance of a Permit to Enter from the Agency or City.

The Permittee, for itself and its agents, affiliates, successors and assigns, hereby releases and forever discharges the Licensor Entities from any and all Claims at law or in equity, whether direct or indirect, foreseen or unforeseen, or known or unknown at the time of this Permit, which Permittee has or may have in the future, arising out of, or in any way connected with, the environmental or physical condition of the Permit Area, or any law or regulation applicable thereto. Notwithstanding the foregoing, the release set forth in the immediately preceding sentence shall not extend to: (i) any Claim against Permittee arising out of the failure of Licensor Entities to perform actions or negligent performance of actions specified in this Permit for which the Licensor Entities have responsibility, (ii) any Claim against Permittee Entities asserted by any third party alleging injury or damage from acts, omissions, agreements or undertakings by any Licensor Entities, (iii) any Claim arising out of a Hazardous Substance which originates on land owned by a Licensor Entity and which first migrates onto the Permit Area after Permittee obtains Final Site Clearance for it, (iv) any Claim asserted against the Permittee Entity by any private party in a citizen's suit capacity, (v) any Claim based on or arising from an obligation under a separate written agreement between the Parties, (vi) any Claim asserted against the Permittee Entities by any governmental entity or agency, or (vii) any Claim against the Permittee Entities by the Licensor Entities in its regulatory capacity, except that the Licensor acknowledges that pursuant to Cal. Health & Safety Code §25264(c), no state or local agency (including the Licensor) may take action against the Permittee for hazardous materials releases at the Permit Area once a Certificate of Completion is issued for such Permit Area under Cal. Health & Safety Code §25264(b) unless provided otherwise in Cal. Health & Safety Code §25264(c).

Except as expressly excluded above, the foregoing release includes all Claims, whether direct or indirect, foreseen or unforeseen, or known or unknown, at the time of the Permit, which arise out of (i) the need or alleged need for additional Investigation or Remediation on the Permit Area, and (ii) Investigation or Remediation arising from the presence of Hazardous Substances on, or originating on and migrating from, the Permit Area, or other environmental conditions of the Permit Area, whether such conditions or Hazardous Substances existed prior to or subsequent to a Licensor Entity's grant of the Permit. Except as set forth in this Section 13(d), the Permittee expressly waives any rights or benefits available to it under the provisions of Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The Permittee hereby specifically acknowledges that it has carefully reviewed this release and discussed its import with legal counsel and that the provisions of this release are a material part of the Permit.

In the event that Catellus Development Corporation, a Delaware corporation, is not the Permittee, and if Catellus Development Corporation executes the release in this Section 13(d)(ii) by signing below, then Catellus Development Corporation, for itself and its affiliates, successors and assigns, agrees that it is providing the same release to Licensor Entities as Permittee is providing to Licensor Entities in this Section 13(d)(ii). Catellus Development Corporation also makes the same express waiver of rights and benefits regarding Claims against Licensor Entities as provided by Permittee in this Section 13(d)(ii).

[Permittee initials]

Catellus Development Corporation

By: _____

Its: _____

14. **No Assignment.** This Permit is personal (except as hereinafter provided) to Permittee and shall not be Transferred by Permittee under any circumstances, except that this Permit may be Transferred by Permittee in connection with any Transfer permitted under the OPAs or Land Transfer Agreements (including, without limitation, an assignment to a Mortgagee). Any attempt to Transfer this Permit in violation of the immediately preceding sentence shall be null and void and cause the immediate termination and revocation of this Permit.
15. **Non-Liability of Licensor Officials, Employees and Agents.** Notwithstanding anything to the contrary in this Permit, no elective or appointive board, commission, member, officer, employee or agent of Licensor shall be personally liable to Permittee, its successors and assigns, in the event of any default or breach by Licensor or for any obligation of Licensor under this Permit, nor shall any officer, director, shareholder, partner or employee of Permittee be personally liable to Licensor, its successors or assigns, in the event of any default or breach by Permittee or for any obligation of Permittee under this Permit.
16. **No Joint Venturers or Partnership; No Authorization.** This Permit does not create a partnership or joint venture between Licensor and Permittee as to any activity conducted

by Permittee on, in or relating to the Permit Area. Permittee is not a State actor with respect to any activity conducted by Permittee on, in, or under the Permit Area. Except as provided in this Permit, the giving of this Permit by Licensor does not constitute authorization or approval by Licensor of any activity conducted by Permittee on, in or relating to the Permit Area.

[Sections 17, 19, 21 and 22 are to be included only in each Permit to Enter between Permittee and the City and/or the Port and will not appear in any Permit to Enter between Catellus and the Agency.]

17. **MacBride Principles - Northern Ireland.** The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, *et seq.* The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Permittee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.
18. **Non-Discrimination.** Permittee shall not, in the operation and use of the Permit Area, discriminate against any person or group of persons solely because of race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or acquired immune deficiency syndrome (AIDS) or AIDS related condition (ARC). The provisions of Chapters 12B and 12C of the San Francisco Administrative Code, relating to nondiscrimination by parties contracting with the City and County of San Francisco, are incorporated herein by reference and made a part hereof as though fully set forth herein. Permittee agrees to comply with all of the provisions of such Chapters 12B and 12C that apply to parties contracting with the City and County of San Francisco.
19. **Tropical Hardwoods and Virgin Redwoods.** The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood wood product or any virgin redwood or virgin redwood wood product.
20. **Taxes.** Permittee agrees to pay taxes of any kind, including possessory interest taxes, if any, in the event that this Permit creates a possessory interest subject to property taxation, that may be lawfully assessed on Permittee's interest under this Permit or use of the Permit Area pursuant hereto and to pay any other taxes, excises, licenses, permit charges or assessments based on Permittee's usage of the Permit Area that may be imposed upon Permittee by applicable law. Permittee shall pay all such charges when they become due and payable and before delinquency. Nothing in this Section 20 shall be construed as indicating an intent to create a possessory interest subject to taxation, and Licensor agrees that it will cooperate with Permittee in efforts to lawfully minimize or avoid any such assessments.

21. **Burma (Myanmar) Business Prohibition.** Permittee is not the government of Burma (Myanmar), a person or business entity organized under the laws of Burma (Myanmar) or a “prohibited person or entity” as defined in Section 12J.2(G) of the San Francisco Administrative Code. Licensor reserves the right to terminate this Permit due to a default if Permittee violates the terms of this Section 21. Chapter 12J of the San Francisco Administrative Code is hereby incorporated by reference as though fully set forth herein. The failure of Permittee to comply with any of its requirements shall be deemed a material breach of this Permit. In the event that Permittee fails to comply in good faith with any of the provisions of Chapter 12J of the San Francisco Administrative Code, Permittee shall be liable for liquidated damages for each violation in the amount of One Thousand Dollars (\$1,000). Permittee acknowledges and agrees that the liquidated damages assessed shall be payable to Licensor upon demand and may be set off against any moneys due to Permittee from Licensor pursuant to any contract with Licensor.
22. **Prohibition of Tobacco Advertising.** Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City and/or Port, including the property which is the subject of this Permit. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.
23. **Notices.** Except as otherwise expressly provided herein, any notices given under this Permit shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail with a return receipt requested or overnight courier, addressed as follows:

Licensor:

Permittee: Catellus Development Corporation
201 Mission Street, Second Floor
San Francisco, California 94105
Attn: Mission Bay Development Office
Telefacsimile: 415/974-4613

With a copy to: Catellus Development Corporation
201 Mission Street, Second Floor
San Francisco, California 94105
Attn: General Counsel
Telefacsimile: 415/974-4613

and: Coblentz, Patch, Duffy & Bass, LLP
222 Kearny Street, 7th Floor
San Francisco, California 94108
Attention: Pamela S. Duffy, Esq.
Telefacsimile: 415/989-1663

Notices herein shall be deemed given three (3) days after the date when they shall have been mailed if sent by first class or certified mail, one (1) day after the date when sent by overnight courier, or upon the date personal delivery is made.

24. **General Provisions.** (a) This Permit may not be amended or modified except by a written instrument signed by an officer or other authorized representative of all parties hereto. (b) No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by the party granting the waiver, and only to the extent expressly provided in such written waiver. (c) All approvals and determinations of Licensor required or permitted hereunder may be made in the reasonable discretion of Licensor. (d) This instrument and the North OPA, South OPA, Redevelopment Plans, Agency Lease and/or Land Transfer Agreements, as applicable (including the Attachments and Exhibits thereto), contain the entire agreement between the parties concerning this Permit and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. (f) Time is of the essence. (g) This Permit shall be governed by California law [**insert only in Permits issued by Port and City: "and the City's Charter"**]. (h) If either party institutes any action or proceeding in court or before an arbitrator to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Permit, the prevailing party shall be entitled to receive from the other party court or arbitration costs or expenses incurred by the prevailing party including, without limitation, expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as the court or arbitrator may judge to be reasonable attorneys' fees for the services rendered to the prevailing party in such action or proceeding. Attorneys' fees under this Section 24 include attorneys' fees on any appeal and in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. For purposes of this Permit, reasonable fees of attorneys and any in-house counsel for Licensor or Permittee shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for which Licensor's or Permittee's in-house counsel's services were rendered who practice in the City and law firms with approximately the same number of attorneys as employed by Licensor or in the case of Permittee's in-house counsel, as employed by the outside counsel for Permittee. (i) The obligations of each Permittee hereunder shall be joint and several. (j) Permittee may not record this Permit or any memorandum hereof. (k) Subject to the limitations on assignments or other transfers by Permittee hereunder, this Permit shall be binding upon

and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (l) This Permit may be executed in counterparts. [insert if Agency issues Permit: (m) City is an intended third party beneficiary of this Permit, including the indemnification provisions contained herein.]

25. **Effective Date; Approval.** This Permit shall become effective on the date (the "Effective Date") upon which the parties hereto have duly executed and delivered this Permit.

26. **Monetary Damages.** Licensor and Permittee have determined that monetary damages generally are inappropriate and it would be extremely difficult and impractical to fix or determine the actual damages arising to either as a result of a breach or default hereunder and that equitable remedies and remedies at law not including damages are particularly appropriate remedies for enforcement of this Permit. Except as otherwise provided herein to the contrary (and then only to the extent of actual damage and not consequential or special damages), neither Licensor nor Permittee would have entered into this Permit if either were to be liable in damages under or with respect to this Permit. Consequently, the parties have agreed that no party shall be liable in damages to the other, to any other Permittee or Transferee, or any other Person, and each covenants not to sue for or claim any damages under this Permit and expressly waives its right to do so; provided, however that damages shall be available as to defaults which arise out of the failure to pay any monetary fee or reimbursement required to be paid under this Permit, including failure to pay sums due under any indemnity.

Licensor and Permittee have executed this Permit as of the date first written above.

PERMITTEE:

CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation [or if another party, insert name of other party]

By: _____

Name: _____

Its: _____

LICENSOR

By: _____