

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Transbay Joint Powers Authority
201 Mission Street, Suite 2100
San Francisco, CA 94105
Attn: Maria Ayerdi-Kaplan

Recording Fee \$0 (Govt Code § 27383)
Document Transfer Tax \$0 (Rev & Tax Code § 11922)

(space above line for Recorder's use only)

All or portions of State Parcel F (APN 3721-015A),
546 Howard (APN 3721-016), 564 Howard (APN 3721-019),
568 Howard (APN 3721-020), 77-79 Natoma (APN 3721-029),
and 75 Natoma (APN 3721-031)

DECLARATION OF DEED RESTRICTION REGARDING PROPERTY TAXES

The following are covenants and restrictions affecting portions of that property situated in the City and County of San Francisco, State of California referred to as State Parcel F (APN 3721-015A), 546 Howard (APN 3721-016), 564 Howard (APN 3721-019), 568 Howard (APN 3721-020), 77-79 Natoma (APN 3721-029), and 75 Natoma (APN 3721-031), and more particularly depicted in Exhibit A-1 and described in Exhibit A-2 attached hereto and made a part hereof ("**Parcel F**"). Parcel F is owned by _____, a _____ ("**Developer**"). Parcel F is located between Natoma, Howard, First, and Second Streets, across Natoma Street from and adjacent to the future Transbay Transit Center and within the Transbay Redevelopment Project Area in the City and County of San Francisco, State of California.

THIS DECLARATION OF DEED RESTRICTIONS REGARDING PROPERTY TAXES ("**Declaration Regarding Taxes**") is made as of the _____, 2015, by Developer.

WITNESSETH:

A. WHEREAS, in furtherance of the objectives of the Community Redevelopment Law of the State of California, the Redevelopment Agency of the City and County of San Francisco ("**Former Agency**") undertook a program to redevelop and revitalize blighted areas in San Francisco and in connection therewith adopted a redevelopment project area known as the Transbay Redevelopment Project Area ("**Project Area**"); and

B. WHEREAS, the Former Agency, acting through the Board of Supervisors of the City and County of San Francisco, approved a Redevelopment Plan for the Project Area by Ordinance No. 124-05, adopted on June 21, 2005 and by Ordinance No. 99-06, adopted on May 9, 2006 ("**Redevelopment Plan**"). Said Redevelopment Plan was filed in the Office of the Recorder of the City and County of San Francisco ("**Official Records**"); and

C. WHEREAS, per the Redevelopment Plan for the Project Area and the Transbay Redevelopment Project Tax Increment and Sales Proceeds Pledge Agreement (“**Pledge Agreement**”) between the Former Agency, the Transbay Joint Powers Authority (“**TJPA**”), and the City and County of San Francisco (“**City**”), land sale and net tax increment revenue generated by the parcels in the Project Area that are currently or formerly owned by the State of California (“**State**”) has been pledged to the TJPA to help pay the cost of building the Transbay Transit Center, which is generally located at 425 Mission Street, San Francisco, California (Assessor’s Block 3720, Lots 10 and 11; Block 3721, Lots 006 and 124; and Block 3719, Lot 003), across Natoma Street from and adjacent to Parcel F, generally as shown on Exhibit B attached hereto (“**Transit Center Property**”); and

D. WHEREAS, in 2003, the TJPA, the City, and the State, acting by and through its Department of Transportation (“**Caltrans**”), entered into a Cooperative Agreement, which sets forth the process for the transfer of the State-owned parcels to the City and the TJPA (“**Cooperative Agreement**”). The Cooperative Agreement provides, inter alia, that the Transbay Transit Center construction costs would be partly financed by funds generated by the adoption of a redevelopment plan; in particular, the Cooperative Agreement anticipates a redevelopment plan that dedicates net tax increment and gross sales proceeds from the sale of the formerly State-owned parcels be dedicated to the Transbay Transit Center; and

E. WHEREAS, on January 1, 2010, TJPA entered a TIFIA Loan Agreement with the United States Department of Transportation (as amended, “**TIFIA Loan**”), which pledges certain property tax increment revenue attributable to certain State-owned parcels as security for the payment of the loan proceeds from TIFIA. In 2014, the TJPA and the TIFIA Loan lender entered into two amendments to the TIFIA Loan. On January 22, 2015, the TJPA entered into an interim financing with Goldman Sachs Bank USA and Wells Fargo Securities LLC on parity with the TIFIA Loan and secured, in part, by the Net Tax Increment. The TIFIA Loan has a term that expires no later than February 1, 2052, but which term may expire at an earlier date pursuant to the terms of the TIFIA Loan; and

F. WHEREAS, a condition of the TIFIA Loan requires the Successor Agency to record a deed restriction for the term of the TIFIA Loan on each current or formerly State-owned parcel transferred to the City or the TJPA under the Cooperative Agreement and that is the subject of a Disposition and Development Agreement that such property will not be used, in whole or in part, by an entity or for a purpose that will result in an exemption from the payment of real estate taxes being granted in any amount, without the prior written consent of the TIFIA Loan lender, with the exception of the following: (1) property that is used for infrastructure and other public facilities and (2) property that is used for the production of affordable housing, as contemplated by the Redevelopment Plan. Parcel F is subject to that certain Agreement of Purchase and Sale for Real Estate by and between the TJPA and Developer, dated as of September 10, 2015, (“**Purchase Agreement**”), which provides for development on Parcel F; and

G. WHEREAS, Parcel F is made up of formerly State-owned parcels and other parcels acquired by the TJPA and deeded to Developer pursuant to the terms of the Purchase Agreement. Pursuant to the Pledge Agreement, certain property tax increment revenue attributable to Parcel

F is pledged to the TJPA to help pay the cost of building the Transbay Transit Center. Pursuant to the TIFIA Loan, certain property tax increment revenue attributable to Parcel F is pledged for repayment of the TIFIA Loan during the term of the TIFIA Loan; and

H. WHEREAS, for the purpose of ensuring that certain property tax increment revenue attributable to Parcel F will be pledged to help pay the cost of building the Transbay Transit Center; to safeguard such revenue for the benefit of the Transbay Transit Center, the Transit Center Property, and the public; to ensure the best use and the most appropriate development and improvement of Parcel F as described in the Redevelopment Plan; to ensure the highest and best development of Parcel F; and, in general, to provide adequately for a high type and quality of improvement on Parcel F and further the objectives of the Redevelopment Plan, the Developer, in accordance with the terms and conditions set forth in the Purchase Agreement, seeks to subject Parcel F to the covenants, conditions and restrictions hereinafter set forth, each and all of which is and are for the benefit of Parcel F and the Transit Center Property and for each owner thereof and shall inure to the benefit of Parcel F and the Transit Center Property and for each owner thereof and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner of Parcel F.

NOW, THEREFORE, Developer hereby declares that Parcel F is and shall be held, transferred, sold, and conveyed, subject to the covenants and restrictions, hereinafter set forth:

1. Property Subject to This Declaration Regarding Taxes

Parcel F is and shall be held, conveyed, transferred and sold subject to the covenants and restrictions of this Declaration Regarding Taxes.

2. Restrictions on Use Affecting Taxes

Parcel F will not be used, in whole or in part, by an entity or for a purpose that will result in an exemption from the payment of real estate taxes being granted in any amount, without the prior written consent of the TIFIA Loan lender, with the exception of the following: (1) property (or portions thereof) that is used for public infrastructure and other public facilities, provided that the existence of the train Box and venting facilities associated with the Transit Center located on and under a portion of Parcel F shall not be a basis for Buyer to claim exemption from the payment of real estate taxes, in whole or in part, and (2) property (or portions thereof) that is used for the production of affordable housing, as contemplated by the Redevelopment Plan.

3. General Provisions

(a) Term

The covenants contained in this Declaration Regarding Taxes are to run with the land and shall be binding on all parties and all persons claiming under them during the term of the TIFIA Loan, which expires on the date that is the earlier of (i) February 1, 2052, or (ii) the date when the TJPA makes the last payment required under the terms of the TIFIA Loan (“**TIFIA Loan Termination**”). On or as soon as practicable following the TIFIA Loan Termination but in no

event later than thirty (30) days after the TIFIA Loan Termination, the TJPA shall provide Developer (x) written notice of the expiration of the term of the TIFIA Loan, and (y) a document in form reasonably acceptable to each of TJPA and Developer to release Parcel F from this Declaration Regarding Taxes, which document TJPA and/or Developer may record in the Official Records of the City and County of San Francisco.

(b) Enforcement

In the event of any breach of any of the covenants contained herein, the TJPA shall endeavor immediately to remedy such breach by conference, conciliation and persuasion. In the event Developer fails to comply with the covenants described herein, the TJPA shall give Developer written notice of such failure which notice shall specify in detail all alleged failures to comply. Developer shall have sixty (60) days from Developer's receipt of such written notice from the TJPA to so comply or such additional time as is reasonably necessary to comply. If Developer fails to cure the alleged failures within the sixty (60) day period or such longer period as allowed hereunder, the TJPA, on its own behalf or on behalf of any owner or owners, singly or collectively, of any real property in the Project Area covered by these restrictions or the real property on which the Transbay Transit Center is located, may, at any time, prosecute any proceedings in law or in equity in case of any violation or attempt to violate any of the covenants contained herein.

(c) Notice

All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged by the recipient thereof, (b) one (1) business day after having been deposited for overnight delivery with any reputable overnight courier service, or (c) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to TJPA: Transbay Joint Powers Authority
201 Mission Street, Suite 2100
San Francisco, CA 94105
Attn: Executive Director Maria Ayerdi-Kaplan
Telephone: (415) 597-4620

With a copy to:

Office of the City Attorney
Room 234, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Charles Sullivan
Telephone: (415) 554-4735

And to:

Shute, Mihaly & Weinberger LLP
396 Hayes Street
San Francisco, CA 94102
Attn: Andrew W. Schwartz
Telephone: (415) 552-7272

If to Developer:

Attn: _____
Telephone: _____

With a copy to:

Attn: _____
Telephone: _____

or addressed as such party may from time to time designate by written notice to the other parties. Any party by notice to the others may designate additional or different addresses for subsequent notices or communications.

(d) Foreclosure and Enforcement of Liens

The provisions of this Declaration Regarding Taxes do not limit the rights of any lender who is the beneficiary of any deed of trust recorded on Parcel F or any portion thereof, holder of any mortgage recorded on Parcel F or any portion thereof, or in whose favor any encumbrance on Parcel F or portion thereof runs, nor shall a breach of this Declaration Regarding Taxes impair or invalidate the lien of any such mortgage, deed of trust or other encumbrance or the rights of such obligees to pursue any remedies for the enforcement of any lien or encumbrance upon Parcel F; provided, however, that in the event of a foreclosure sale under any such mortgage, deed of trust, or other lien or encumbrance or a sale pursuant to any power of sale contained in any such mortgage or deed of trust, the purchaser or purchasers and their successors and assigns, and Parcel F, shall be and shall continue to be, subject to all of the conditions, restrictions, and covenants herein provided for.

(e) Covenants Run With Land

All covenants contained in this Declaration Regarding Taxes shall be covenants running with the land.

(f) Covenants For Benefit of the TJPA

All covenants in this Declaration Regarding Taxes shall be binding for the benefit of the TJPA, and such covenants shall run in favor of the TJPA for the entire period during which such covenants shall be in force and effect, without regard to whether the TJPA is or remains an owner of any land or interest therein to which such covenants relate.

(g) Dissolution

In the event that the TJPA is dissolved or their respective designation changed by or pursuant to law prior to the expiration of the term of the TIFIA Loan, such agency's powers, duties, rights, and functions under this Declaration Regarding Taxes shall be transferred pursuant to any applicable provisions of such laws.

(h) Severability of Provisions

If any provision of this Declaration Regarding Taxes or the application of such provision to any owner or owners or parcel of land is held invalid, the validity of the remainder of this Declaration Regarding Taxes and the applicability of such provision to any other owner or owners or parcel of land shall not be affected thereby.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the day and year first written above.

DEVELOPER:

By: _____

Name: _____

Its: _____

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2015, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A-1

Depiction of Parcel F

[see attached]

PLAT TO ACCOMPANY LEGAL DESCRIPTION

TRANSBAY PARCEL F PROPERTY

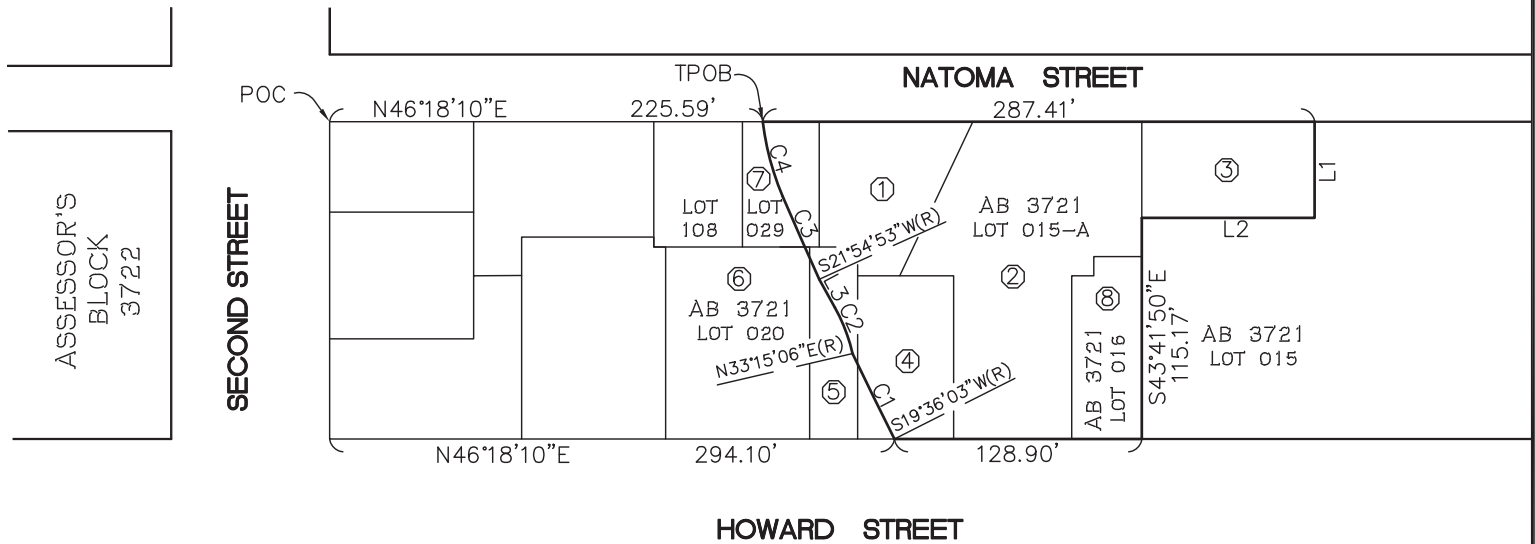
LINE TABLE

LINE	LENGTH	BEARING
L1	50.00'	S43°41'50"E
L2	90.00'	S46°18'10"W
L3	16.92'	N72°41'50"W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	49.51'	2274.00	1°14'51"
C2	25.70'	92.33	15°56'56"
C3	47.04'	2274.00	1°11'07"
C4	40.45'	140.00	16°33'18"

- | | |
|--|---|
| <p>① AB 3721-LOT 031
DOC. 2009-I745633-00
REEL J867, IMAGE 0118</p> <p>② AB 3721-LOT 015-A
PARCEL 3
DOC. 2010-J017202-00
(TRACT A)</p> <p>③ AB 3721-LOT 015-A
PARCEL 2
DOC. 2010-J017202-00
(TRACT A)</p> <p>④ AB 3721-LOT 015-A
PARCEL 1
DOC. 2010-J017202-00
(TRACT A)</p> | <p>⑤ AB 3721-LOT 019
DOC. 2014-J925707-00</p> <p>⑥ AB 3721-LOT 020
DOC. 2014-J925707-00</p> <p>⑦ AB 3721-LOT 029
DOC. 2008-I694632-00</p> <p>⑧ AB 3721-LOT 016
DOC. 2009-I745633-00
REEL J867, IMAGE 0118</p> |
|--|---|



ASSESSOR'S
BLOCK
3736

LEGEND

RECORD BOUNDARY
 PROPOSED BOUNDARY
 POINT OF COMMENCEMENT
 TRUE POINT OF BEGINNING

BEARINGS PER "RECORD OF SURVEY NO. 6428"
BOOK EE, SURVEY MAPS AT PAGES 19-27,
SAN FRANCISCO COUNTY RECORDS.

F3 & Associates, Inc.

Land Surveying

701 E. H STREET, Benicia, CA 94510
Phone (707) 748-4300 - Fax (707) 361-0295
www.F3-inc.com

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
TRANSBAY TRANSIT CENTER

PRELIMINARY

TODD TILLOTSON PLS # 8593 EXP. 12/31/15

DATE: JUNE 10, 2015

DRAWN BY: STAFF

JOB NO: 14275

CCSF DPW

FILE NO:

SHEET 1 OF 1

EXHIBIT A-2

Legal Description of Parcel F

[see attached]

TRANSBAY PARCEL F PROPERTY
PERIMETER DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING ALL OF THAT PARCEL OF LAND CONVEYED TO THE TRANSBAY JOINT POWERS AUTHORITY BY GRANT DEED RECORDED APRIL 10, 2009 IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2009-I745633-00, TOGETHER WITH A PORTION OF PARCELS ONE THROUGH 3, INCLUSIVE, OF LAND CONVEYED TO THE TRANSBAY JOINT POWERS AUTHORITY BY DIRECTOR'S DEED (QUITCLAIM) RECORDED AUGUST 9, 2010 IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2010-J017202-00, A PORTION OF THAT PARCEL OF LAND CONVEYED TO THE TRANSBAY JOINT POWERS AUTHORITY BY GRANT DEED RECORDED DECEMBER 16, 2008 IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2008-I694632-00, AND A PORTION OF THOSE PARCELS OF LAND CONDEMNED TO THE TRANSBAY JOINT POWERS AUTHORITY BY ORDER OF CONDEMNATION IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2014-J925707-00, ALL BEING SITUATED IN 100 VARA BLOCK NO. 347 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF NATOMA STREET, DISTANT THEREON 225.59 FEET, MORE OR LESS, NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF SECOND STREET, SAID POINT BEING THE MOST EASTERLY EDGE OF RAMP, AS CONSTRUCTED; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE OF NATOMA STREET NORTH $46^{\circ}18'10''$ EAST 287.41 FEET, TO THE NORTHERNMOST CORNER OF SAID PARCEL 2 (2010-J017202); THENCE LEAVING SAID SOUTHEASTERLY LINE OF NATOMA STREET AND ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 2 SOUTH $43^{\circ}41'50''$ EAST 50.00 FEET; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2 SOUTH $46^{\circ}18'10''$ WEST 90.00 FEET; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3 (2010-J017202) AND THE NORTHEASTERLY LINE OF THAT SAID CERTAIN PARCEL OF LAND CONVEYED BY DEED UNDER DOCUMENT NO. 2009-I745633-00 SOUTH $43^{\circ}41'50''$ EAST 115.17 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF HOWARD STREET, SAID POINT PERPENDICULARLY DISTANT 423.00 FEET, MORE OR LESS, NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF SECOND STREET; THENCE ALONG SAID NORTHWESTERLY LINE OF HOWARD STREET SOUTH $46^{\circ}18'10''$ WEST 128.90 FEET MORE OR LESS, TO THE MOST NORTHEASTERLY EDGE OF RAMP, AS CONSTRUCTED; THENCE ALONG SAID EDGE OF RAMP, IN ALL OF ITS COURSES, WESTERLY ALONG A CURVE FROM WHICH THE RADIUS BEARS SOUTH $19^{\circ}36'03''$ WEST, HAVING A RADIUS OF 2274.00 FEET, THROUGH A SUBTENDED ARC OF $1^{\circ}14'51''$ AN ARC LENGTH OF 49.51 FEET; THENCE ALONG A NON-TANGENT CURVE FROM WHICH THE RADIUS BEARS NORTH $33^{\circ}15'06''$ EAST, HAVING A RADIUS OF 92.33 FEET, THROUGH A SUBTENDED ARC OF $15^{\circ}56'56''$, AN ARC LENGTH OF 25.70 FEET; THENCE NORTH $72^{\circ}41'50''$ WEST 16.91 FEET; THENCE ALONG A NON-TANGENT CURVE FROM WHICH THE RADIUS BEARS SOUTH $21^{\circ}54'53''$ WEST, HAVING A RADIUS OF 2274.00 FEET, THROUGH A SUBTENDED ARC OF $1^{\circ}11'07''$, AN ARC DISTANCE OF 47.04 FEET; THENCE ALONG A TANGENT CURVE, HAVING A RADIUS OF 140.00 FEET, THROUGH A SUBTENDED ARC OF $16^{\circ}33'18''$, AN ARC DISTANCE OF 40.45 FEET, MORE OR LESS TO THE POINT OF BEGINNING.
BEING A PORTION OF ASSESSOR'S BLOCK NO. 3721
COMPRISING 32,015 SQUARE FEET, MORE OR LESS

ALL BEARINGS, STREETS AND STREET LINES HEREINABOVE MENTIONED ARE IN ACCORDANCE WITH THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY NO. 6428", FILED MAY 31, 2012 IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, UNDER DOCUMENT NO. 2012J423945, IN BOOK EE OF SURVEY MAPS, AT PAGES 19 THROUGH 27, INCLUSIVE

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

PRELIMINARY

TODD A. TILLOTSON
L.S. NO. 8593
LICENSE EXPIRES 12/31/15

DATE: _____

EXHIBIT B

Depiction of Transit Center Property

[see attached]

