

**EXHIBITS TO**  
**DISPOSITION AND DEVELOPMENT AGREEMENT**

**by and among**

**THE REDEVELOPMENT AGENCY OF THE  
CITY OF SOUTH SAN FRANCISCO**

**and**

**OYSTER POINT VENTURES, LLC**

**and**

**THE CITY OF SOUTH SAN FRANCISCO**

## List of Exhibits

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**Exhibit A-1**

**Map Identifying Marina Property and Business Park Property**

**PARCEL ACREAGES**

PARCEL	LAND ACREAGE
A	6.28±
A-B	1.29±
B	2.89±
C	1.04±
D-J	1.18±
D-2	2.81±
E	3.81±
E-1	1.96±
E-2	2.12±
E-3	0.09±
E-4	---
F	0.64±
G	1.62±
G-1	0.62±
G-2	0.13±
H	0.71±
REMAINDER	21.23±

**LEGEND**

--- BUSINESS PARK PROPERTY LINE

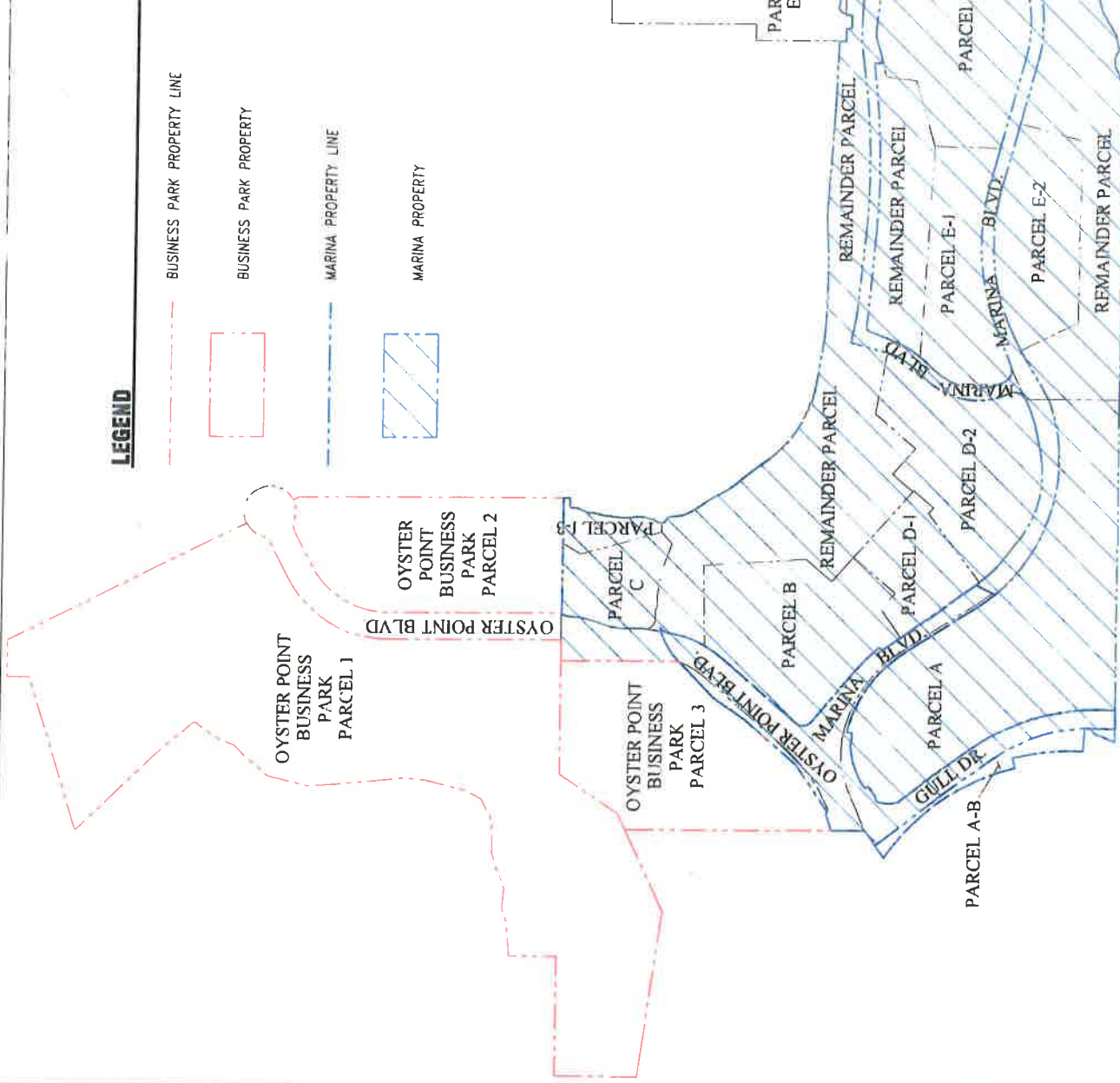


--- BUSINESS PARK PROPERTY

--- MARINA PROPERTY LINE

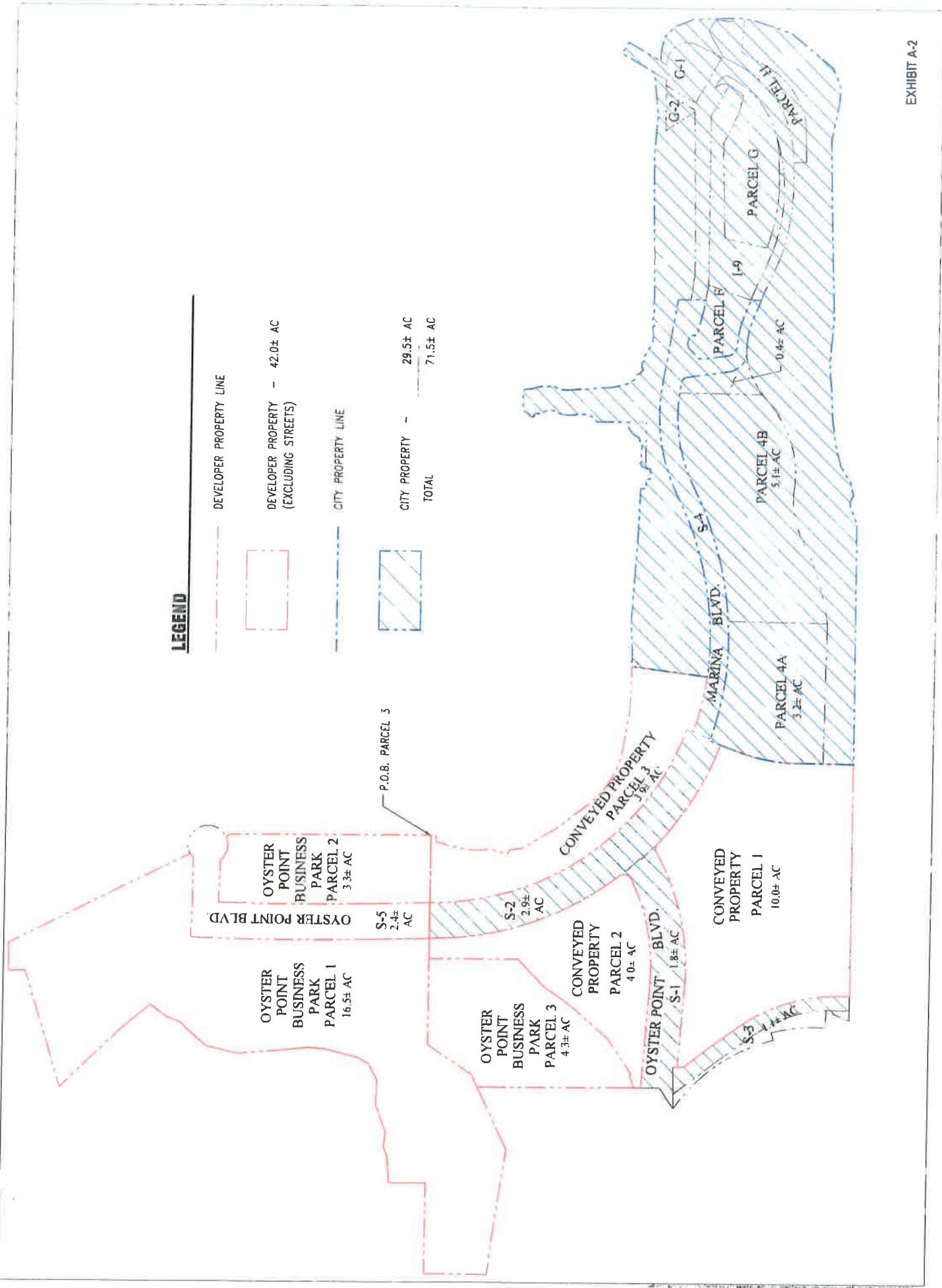


--- MARINA PROPERTY



**Exhibit A-2**

**Map Identifying Conveyed Property, City Property, and Developer Property**



**Exhibit B**

**Legal Description of Conveyed Property**

## CONVEYED PROPERTY

ALL THAT REAL PROPERTY LOCATED IN THE CITY OF SOUTH SAN FRANCISCO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA. THE BELOW DESCRIBED PARCEL CONSISTING OF THREE SEPARATE PARCELS; SAID PARCEL BEING A PORTION OF OYSTER POINT BOULEVARD, MARINA BOULEVARD, AND A PORTION OF PARCELS A, B, C, D, AND A PORTION OF THE REMAINDER PARCEL AS SHOWN ON THE PARCEL MAP RECORDED AT BOOK 55 AT PAGES 61 THROUGH 64 IN THE RECORDS OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA. .

SAID PARCEL IS ALSO A PORTION OF PARCEL A AND A PORTION OF GULL DRIVE AS SHOWN ON PARCEL MAP RECORDED IN BOOK 72 AT PAGES 6, 7 AND 8 IN THE RECORDS OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA.

SAID PARCEL MORE PARTICULAR DESCRIBED AS FOLLOWS:

### PARCEL 1 OF 3

BEGINNING AT A POINT AT THE SOUTH EAST CORNER OF PARCEL 4 AND THE SOUTH WEST CORNER OF PARCEL 3, AS RECORDED IN BOOK 52 AT PAGES 58 AND 59 OF THE RECORDS OF SAN MATEO COUNTY CALIFORNIA, THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 4 AND ITS PROLONGATION

1) S89° 59' 36"W FOR 327.72 FEET;

2) THENCE S01° 24' 26"E FOR 28.57 FEET;

3) THENCE TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 949.00 FEET AND A CENTRAL ANGLE OF 41° 54' 50" FROM WHICH THE RADIUS POINT BEARS N88° 49' 12"E, THENCE LEFT ALONG SAID CURVE FOR AN ARC LENGTH OF 694.23 FEET,

4) THENCE S46° 40' 44"W FOR 3.50 FEET;

5) THENCE TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 952.50 FEET AND A CENTRAL ANGLE OF 26° 28' 51" FROM WHICH THE RADIUS POINT BEARS S70° 45' 23"E, THENCE LEFT ALONG SAID CURVE FOR AN ARC LENGTH OF 440.22 FEET,

6) THENCE S00° 45' 17"W FOR 169.54 FEET. TO A POINT AND

### THE TRUE POINT OF BEGINNING

1) THENCE S89° 55' 25"W FOR 737.35 FEET TO A POINT ON THE EASTERLY SIDE OF GULL DRIVE AND AT THE SOUTH WEST CORNER OF PARCEL A AS RECORDED IN BOOK 72 OF PARCEL MAPS AT PAGE 7. THENCE NORTHERLY ALONG SAID GULL DRIVE

- 2) THENCE N01° 39' 45"E FOR 27.23 FEET;
  - 3) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 520.55 FEET AND A CENTRAL ANGLE OF 37° 40' 44" FOR AN ARC LENGTH OF 342.32 FEET, SAID CURVE HAVING A CHORD BEARING OF N17° 10' 37"W FOR 336.19 FEET;
  - 4) THENCE N36° 00' 59"W FOR 111.60 FEET;
  - 5) THENCE N37° 35' 47"W FOR 95.40 FEET;
  - 6) THENCE TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 68.40 FEET AND A CENTRAL ANGLE OF 18° 11' 27" FROM WHICH THE RADIUS POINT BEARS N70° 36' 44"E, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 21.72 FEET, SAID CURVE HAVING A CHORD BEARING OF N10° 17' 32"W FOR 21.63 FEET;
  - 7) THENCE S85° 46' 55"E FOR 254.12 FEET;
  - 8) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 754.00 FEET AND A CENTRAL ANGLE OF 32° 35' 48" FOR AN ARC LENGTH OF 428.96 FEET, SAID CURVE HAVING A CHORD BEARING OF N77° 55' 12"E FOR 423.20 FEET;
  - 9) THENCE N61° 37' 17"E FOR 14.42 FEET;
  - 10) THENCE TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 24.00 FEET AND A CENTRAL ANGLE OF 70° 50' 44" FROM WHICH THE RADIUS POINT BEARS S28° 22' 42"E, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 29.68 FEET, SAID CURVE HAVING A CHORD BEARING OF S82° 57' 20"E FOR 27.82 FEET;
  - 11) THENCE TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 952.50 FEET AND A CENTRAL ANGLE OF 22° 16' 08" FROM WHICH THE RADIUS POINT BEARS N42° 28' 01"E, THENCE LEFT ALONG SAID CURVE FOR AN ARC LENGTH OF 370.20 FEET, SAID CURVE HAVING A CHORD BEARING OF S58° 40' 03"E FOR 367.88 FEET;
  - 12) THENCE S20° 54' 17"W FOR 74.52 FEET;
  - 13) THENCE TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 526.93 FEET AND A CENTRAL ANGLE OF 19° 39' 18" FROM WHICH THE RADIUS POINT BEARS S70° 45' 23"E, THENCE LEFT ALONG SAID CURVE FOR AN ARC LENGTH OF 180.76 FEET, SAID CURVE HAVING A CHORD BEARING OF S09° 24' 58"W FOR 179.87 FEET;
  - 14) THENCE S00° 45' 17"W FOR 169.54 FEET,
- TO THE TRUE POINT OF BEGINNING,  
THE AREA BEING 10.07 ACRES.

**PARCEL 2 OF 3**

BEGINNING AT A POINT AT THE SOUTH EAST CORNER OF PARCEL 4 AND THE SOUTH WEST CORNER OF PARCEL 3 AS RECORDED IN BOOK 52 AT PAGES 58 AND 59 OF THE RECORDS OF SAN MATEO COUNTY CALIFORNIA, THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 4 AND ITS PROLONGATION

S89° 59' 36"W FOR 327.72 FEET TO THE TRUE POINT OF BEGINNING

- 1) THENCE S01° 24' 26"E FOR 28.57 FEET;
  - 2) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 949.00 FEET AND A CENTRAL ANGLE OF 36° 40' 32" FOR AN ARC LENGTH OF 607.46 FEET, SAID CURVE HAVING A CHORD BEARING OF S19° 44' 42"E FOR 597.14 FEET;
  - 3) THENCE TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 24.00 FEET AND A CENTRAL ANGLE OF 101° 45' 03" FROM WHICH THE RADIUS POINT BEARS S51° 55' 03"W, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 42.62 FEET, SAID CURVE HAVING A CHORD BEARING OF S12° 47' 35"W FOR 37.24 FEET;
  - 4) THENCE TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 646.00 FEET AND A CENTRAL ANGLE OF 30° 32' 59" FROM WHICH THE RADIUS POINT BEARS N26° 19' 53"W, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 344.44 FEET, SAID CURVE HAVING A CHORD BEARING OF S78° 56' 36"W FOR 340.38 FEET;
  - 5) THENCE N85° 46' 55"W FOR 327.57 FEET;
  - 6) THENCE N00° 39' 36"E FOR 21.92 FEET;
  - 7) THENCE TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 385.83 FEET AND A CENTRAL ANGLE OF 06° 04' 37" FROM WHICH THE RADIUS POINT BEARS N15° 01' 45"W, THENCE LEFT ALONG SAID CURVE FOR AN ARC LENGTH OF 40.92 FEET, SAID CURVE HAVING A CHORD BEARING OF N71° 55' 56"E FOR 40.90 FEET;
  - 8) THENCE S63° 09' 49"E FOR 5.95 FEET;
  - 9) THENCE N55° 57' 31"E FOR 133.63 FEET;
  - 10) THENCE N40° 57' 35"E FOR 164.01 FEET;
  - 11) THENCE N34° 49' 05"E FOR 94.14 FEET;
  - 12) THENCE N46° 03' 23"E FOR 112.47 FEET;
  - 13) THENCE TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 239.17 FEET AND A CENTRAL ANGLE OF 01° 40' 18" FROM WHICH THE RADIUS POINT BEARS S43° 52' 16"E, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 6.98 FEET, SAID CURVE HAVING A CHORD BEARING OF N46° 57' 53"E FOR 6.98 FEET;
  - 14) THENCE N00° 00' 49"W FOR 277.41 FEET;
  - 15) THENCE N89° 59' 37"E FOR 64.09 FEET,
- TO THE TRUE POINT OF BEGINNING,
- THE AREA BEING 3.993 ACRES.



**PARCEL 3 OF 3**

BEGINNING AT A POINT AT THE SOUTH EAST CORNER OF PARCEL 4 AS SHOWN ON THE PARCEL MAP RECORDED IN BOOK 52 AT PAGE 59 OF THE RECORDS OF SAN MATEO COUNTY, CALIFORNIA

- 1) THENCE S00° 00' 55"E FOR 16.61 FEET;
- 2) THENCE S89° 59' 05"W FOR 18.77 FEET;
- 3) THENCE TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 87° 02' 04" FROM WHICH THE RADIUS POINT BEARS N87° 03' 01"W, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 7.60 FEET, SAID CURVE HAVING A CHORD BEARING OF S46° 28' 01"W FOR 6.89 FEET;
- 4) THENCE S02° 57' 02"W FOR 12.14 FEET;
- 5) THENCE S22° 32' 46"W FOR 26.79 FEET;
- 6) THENCE S05° 17' 28"W FOR 16.62 FEET;
- 7) THENCE S14° 33' 22"W FOR 18.66 FEET;
- 8) THENCE S07° 07' 20"W FOR 46.52 FEET;
- 9) THENCE S02° 39' 54"E FOR 26.13 FEET;
- 10) THENCE S11° 27' 55"E FOR 9.33 FEET;
- 11) THENCE S03° 55' 51"W FOR 16.94 FEET;
- 12) THENCE S15° 09' 09"W FOR 13.90 FEET;
- 13) THENCE S07° 33' 30"W FOR 7.72 FEET;
- 14) THENCE S31° 12' 57"W FOR 14.75 FEET;
- 15) THENCE TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 99° 15' 11" FROM WHICH THE RADIUS POINT BEARS S58° 47' 02"E, THENCE LEFT ALONG SAID CURVE FOR AN ARC LENGTH OF 20.79 FEET, SAID CURVE HAVING A CHORD BEARING OF S18° 24' 37"E FOR 18.28 FEET;
- 16) THENCE S68° 02' 11"E FOR 4.44 FEET;
- 17) THENCE TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 6.73 FEET AND A CENTRAL ANGLE OF 57° 05' 06" FROM WHICH THE RADIUS POINT BEARS S33° 25' 31"W, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 6.71 FEET, SAID CURVE HAVING A CHORD BEARING OF S28° 01' 56"E FOR 6.43 FEET;
- 18) THENCE S10° 34' 28"E FOR 6.58 FEET;
- 19) THENCE TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 89.35 FEET AND A CENTRAL ANGLE OF 34° 25' 13" FROM WHICH THE RADIUS POINT BEARS N89° 41' 32"E, THENCE LEFT ALONG SAID CURVE FOR AN ARC LENGTH OF 53.68 FEET, SAID CURVE HAVING A CHORD BEARING OF S17° 31' 04"E FOR 52.87 FEET;

- 20) THENCE S33° 05' 28"E FOR 51.02 FEET;
- 21) THENCE S30° 08' 44"E FOR 51.48 FEET;
- 22) THENCE S39° 10' 44"E FOR 68.51 FEET;
- 23) THENCE S36° 43' 24"E FOR 31.32 FEET;
- 24) THENCE TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 290.17 FEET AND A CENTRAL ANGLE OF 44° 11' 01" FROM WHICH THE RADIUS POINT BEARS N56° 01' 39"E, THENCE LEFT ALONG SAID CURVE FOR AN ARC LENGTH OF 223.76 FEET, SAID CURVE HAVING A CHORD BEARING OF S56° 03' 52"E FOR 218.26 FEET;
- 25) THENCE S81° 27' 48"E FOR 127.43 FEET;
- 26) THENCE TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 1550.60 FEET AND A CENTRAL ANGLE OF 05° 19' 25" FROM WHICH THE RADIUS POINT BEARS N05° 19' 30"E, THENCE LEFT ALONG SAID CURVE FOR AN ARC LENGTH OF 144.08 FEET, SAID CURVE HAVING A CHORD BEARING OF S87° 20' 13"E FOR 144.02 FEET;
- 27) THENCE S07° 36' 22"W FOR 236.51 FEET;
- 28) THENCE TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 856.00 FEET AND A CENTRAL ANGLE OF 12° 03' 11" FROM WHICH THE RADIUS POINT BEARS N07° 36' 22"E, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 180.07 FEET, SAID CURVE HAVING A CHORD BEARING OF N76° 22' 03"W FOR 179.74 FEET;
- 29) THENCE N20° 13' 04"E FOR 20.00 FEET;
- 30) THENCE TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 836.00 FEET AND A CENTRAL ANGLE OF 68° 56' 49" FROM WHICH THE RADIUS POINT BEARS N19° 38' 45"E, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 1006.00 FEET, SAID CURVE HAVING A CHORD BEARING OF N35° 52' 51"W FOR 946.39 FEET;
- 31) THENCE N01° 24' 25"W FOR 25.81 FEET; to a point on the south side of said parcel 4
- 32) THENCE N89° 59' 36"E FOR 214.69 FEET, TO A POINT AT THE SOUTH EAST CORNER OF SAID PARCEL 4 AND THE TRUE POINT OF BEGINNING,
- THE AREA BEING 3.932 ACRES.

LEGAL DESCRIPTION PREPARED BY \_\_\_\_\_

KENNETH P. MOORE PLS 4918

EXPIRES 12-31-12

DATE 3-10-11

WILSEY HAM  
 3130 LA SEVA STREET, SUITE 100, SAN MATEO, CA 94403 (650)349-2151  
 JOB NO. 869-005  
 SCALE: N.T.S.  
 DATE: 03-11-11

SOUTH SAN FRANCISCO SAN MATEO COUNTY CALIFORNIA  
 PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 CONVEYED PROPERTY  
 (PARCELS 1 - 3)



**LEGEND**

- PROPERTY LINE
- - - CONVEYED PROPERTY
- POINT OF BEGINNING
- TRUE POINT OF BEGINNING
- ③ DESCRIPTION PARCELS

PROJECT SITE  
 TOTAL ACREAGE = 18.00

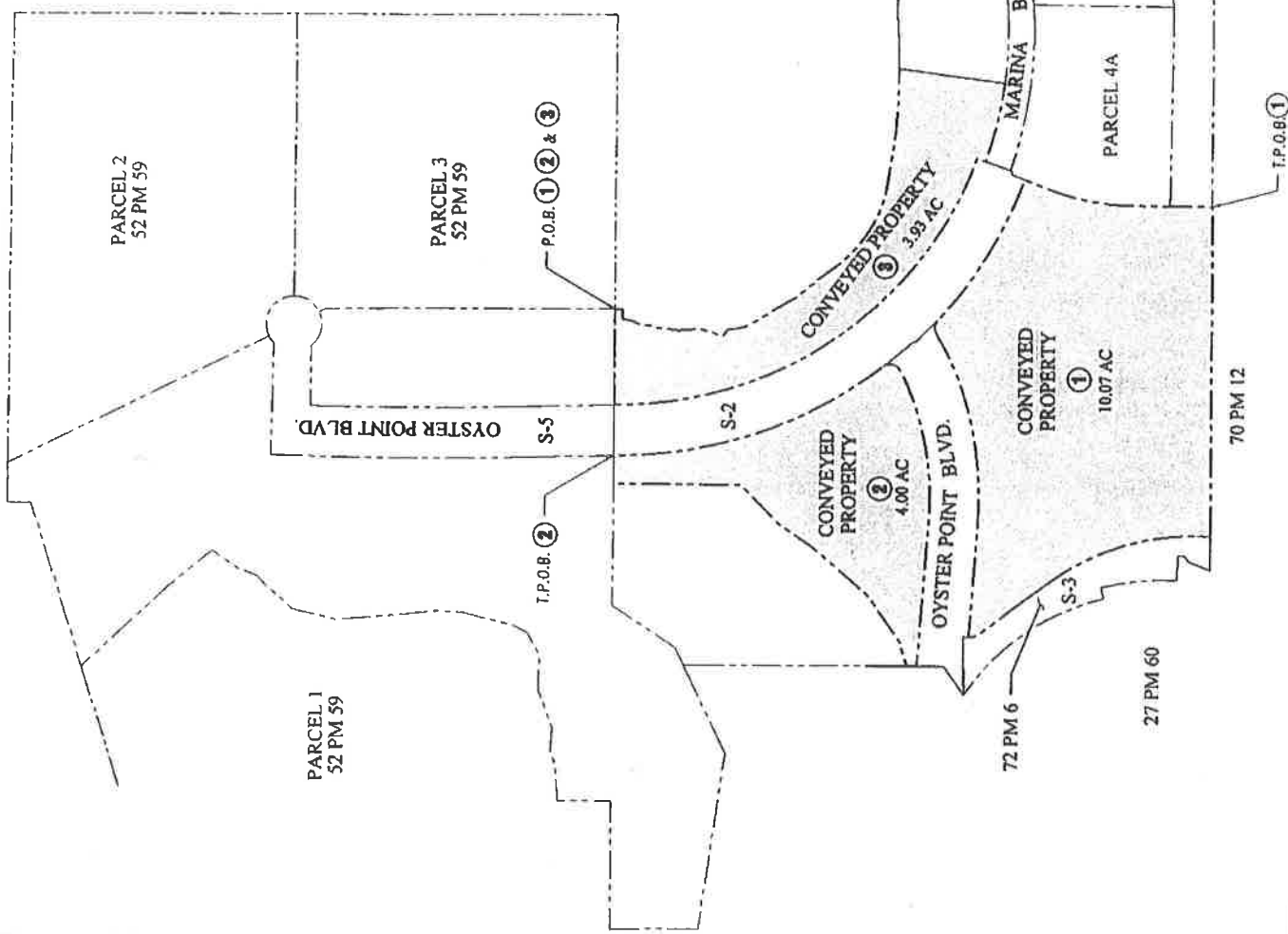




Exhibit C

King Lease Property

**Terminated King Leases**

Description	Recording Date	Recording No.
<b>Parcel B Ground Lease and related documents</b>		
Lease between the San Mateo County Harbor District, as lessor, and Oyster Point Village, Ltd., as lessee, dated January 3, 1985, including the following Exhibits attached thereto: <ul style="list-style-type: none"><li>• Exhibit A: Legal description and drawing of Parcel B;</li><li>• Exhibit B: Design Criteria for Construction by Lessees of the San Mateo County Harbor District - 1980; and</li><li>• Exhibit C: Oyster Point Marina Specific Plan, dated September 1983, as approved by the City of South San Francisco on September 7, 1983, Resolution 124-83.</li></ul>	N/A	N/A
Abstract of the Ground Lease between San Mateo County Harbor District, as lessor, and Oyster Point Village, Ltd., as lessee, dated January 3, 1985.	April 10, 1987	87052593
South San Francisco Park Recreation and Parkway District City of South San Francisco, State of California, Resolution No. RPD-5 approving Amendment to Oyster Point Marina Leases, dated October 23, 1985 and Amendment to Leasehold Agreements for Parcels B and D at Oyster Point Marina/Park.	December 27, 1985	85138852 85138854 85138855
Assignment of Lease between Oyster Point Village, Ltd., as assignor, and Chin Investment Company of San Francisco, as assignee, dated August 25, 1989.	August 29, 1989	89113866
Assignment and Assumption of Lease between Chin Investment Company of San Francisco, as assignor, and John E. King, as assignee, dated October 17, 1996.	October 31, 1996	96-134637
Assignment and Assumption of Lease between John E. King, d/b/a Oyster Point Village Limited, as assignor, and Oyster Point Village, as assignee, dated April 15, 1997.	April 25, 1997	97-048936
General Conditions used by the Harbor District as of the date of the Parcel B Ground Lease.	N/A	N/A

Consent to Assignment and Amendment of the Parcel B Ground Lease, dated February 5, 2009, by and between the San Mateo County Harbor District, as ground lessor, and Oyster Point MV LLC, as assignee.	N/A	N/A
Joinder Parcel B Ground Lease, dated May 27, 2009, by the City of South San Francisco and the South San Francisco Recreation and Park District.	N/A	N/A
Site Locations Lease Assignment by Oyster Point Village, LTD by Oyster Pointe Village Assoc., Inc. as lessor, and Jaime B. and Cynthia G. Ferrer, III, as lessee.	May 19, 1986	86054025

<b>Parcel C Ground Lease and related documents</b>
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Ground Lease between the San Mateo County Harbor District, as landlord, and Oyster Point Inn II, LLC, as tenant, dated December 31, 1998.	N/A	N/A
<ul style="list-style-type: none"> <li>• Exhibit A: Leasehold Description of Parcel C</li> </ul>		
Amendment to Ground Lease between the San Mateo County Harbor District, as landlord, and Oyster Point Inn II, LLC, as tenant, dated as of March 15, 2000.	N/A	N/A
Joinder by the City of South San Francisco and the South San Francisco Recreation and Park District, dated April 5, 1999.	N/A	N/A
Memorandum of Ground Lease Agreement and Amendment thereto between the San Mateo County Harbor District, as landlord, and Oyster Point Inn II, LLC, as tenant, dated as of April 11, 2006.	April 12, 2006	06-054049
Consent to Assignment and Amendment of the Parcel C Ground Lease, dated February 5, 2009, by and between the San Mateo County Harbor District, as ground lessor, and Oyster Point MV LLC as assignee.	N/A	N/A
Joinder Parcel C Ground Lease, dated May 27, 2009, by the City of South San Francisco and the South San Francisco Recreation and Park District.	N/A	N/A

<b>Parcel D-1 Ground Lease and related documents</b>		
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Lease between the San Mateo County Harbor District and the City of South San Francisco, as lessors, and Inn Development, Inc., as lessee, dated September 14, 1989, including the following Exhibits attached thereto: <ul style="list-style-type: none"> <li>• Exhibit A: Design Criteria for Construction by Lessees of the San Mateo County Harbor District - 1980; and</li> <li>• Exhibit B: Oyster Point Marina Specific Plan, dated September 1983, as approved by the City of South San Francisco on September 7, 1983, Resolution 124-83.</li> </ul>	N/A	N/A
Memorandum of Lease between the San Mateo County Harbor District and the City of South San Francisco, as lessors, and Inn Development, Inc., as lessee, dated September 13, 1989.	October 13, 1989	89137949
Letter Agreement between the San Mateo County Harbor District, as lessor, and Inn Development, Inc., as lessee, dated September 13, 1989.	N/A	N/A
First Amendment to Lease between San Mateo County Harbor District and the City of South San Francisco, as lessors, and Inn Development, Inc., as lessee, dated March 4, 1992.	N/A	N/A
Assignment and Assumption of Lease between Inn Development, Inc., as assignor, and Oyster Point Marina Inn, as assignee, dated April 3, 1997.	April 25, 1997	97-048940
General Conditions used by the Harbor District as of the date of the Parcel D-1 Lease.	N/A	N/A
Consent to Assignment and Amendment of the Parcel D-1 Ground Lease, dated February 5, 2009, by and between the San Mateo County Harbor District, as ground lessor, and Oyster Point MV LLC, as assignee.	N/A	N/A
Joinder Parcel D-1 Ground Lease, dated May 27, 2009, by the City of South San Francisco and the South San Francisco Recreation and Park District.	N/A	N/A

## Assigned King Leases

Description	Recording Date	Recording No.
<b>Parcel E Ground Lease and related documents</b>		
Lease and Management Agreement between the San Mateo County Harbor District, as lessor, and Steve Duguay and V.I.P. Marine, Inc., as lessees, dated July 1, 1986, including the following Exhibits attached thereto: <ul style="list-style-type: none"> <li>• Exhibits A - A-5: Legal descriptions and drawings of Parcels E, E- I, E-2, E-3 and E-4;</li> <li>• Exhibit B: Design Criteria for Construction by Lessees of the San Mateo County Harbor District - 1980; and</li> <li>• Exhibit C: Oyster Point Marina Specific Plan, dated September 1983, as approved by the City of South San Francisco on September 7, 1983, Resolution 124-83.</li> </ul>	December 8, 1988	88167037
Assignment of Lease and Consent of Landlord between the San Mateo County Harbor District, as landlord, and Steve Duguay and V.I.P. Marine, Inc., as tenants and assignors, and California Commerce Bank, as bank and assignee, dated November 4, 1988.	December 8, 1988	88167037
Assignment between V.I.P. Marine, Inc. and Steve Duguay, as assignors, and Summit Marine Corporation, as assignee, dated December 7, 1989	March 16, 2001	01-033858 and 01-033859
Assignment of Lease Agreement between SM Realty, Inc., formerly known as Summit Marine Corporation, as assignor, and Marine Collections, LLC, as assignee, dated March 5, 2001.	March 16, 2001	01-033858 and 01-033859
General Conditions used by the Harbor District as of the date of the Parcel E, E-1, E-2, E-3 and E-4 Lease.	N/A	N/A
Consent to Assignment and Amendment of the Parcel E, E-1, E-2, E-3, and E-4 Ground Lease, dated February 5, 2009, by and between the San Mateo County Harbor District, as ground lessor, and Oyster Point MV LLC, as assignee.	N/A	N/A
Joinder Parcel E, E-1, E-2, E-3 and E-4 Ground Lease, dated May 27, 2009, by the City of South San Francisco and the South San Francisco Recreation and Park District.	N/A	N/A



## Legal Descriptions

### Parcel B Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SOUTH SAN FRANCISCO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A Portion of Parcel B, as shown on that certain Map entitled, "PARCEL MAP BEING A SUBDIVISION OF LANDS SHOWN ON THAT RECORD OF SURVEY FILED IN BOOK 8 AT PAGE 22 AND ALSO IN THE DEED DESCRIBED IN BOOK 1462 O.R. 2 AS FILED IN THE RECORDER'S OFFICE AT SAN MATEO COUNTY, SOUTH SAN FRANCISCO, SAN MATEO COUNTY, CALIFORNIA", filed in the office of the Recorder of the County of San Mateo, State of California on January 9, 1985 in Book 55 of Parcel Maps at pages 61, 62, 63 and 64, described as follows:

BEGINNING at a point from which the most Northerly corner of Parcel B, as shown on that certain Parcel Map described above, bears North 3° 59' 29" West 100.00 feet; thence from said point of beginning the following 6 courses and distances:

South 03° 59' 29" East 144.00 feet;  
South 41° 00' 31" West 82.07 feet;  
South 48° 59' 29" East 78.00 feet;  
South 41° 00' 31" West 132.00 feet;  
North 48° 59' 29" West 50.00 feet;  
South 55° 39' 25" West 82.61 feet;

Thence, 2.00 feet along the arc of a non-tangent curve to the right, the chord of which bears North 32° 12' 14" West, with a radius of 1,280.00 feet and subtending a central angle of 00° 05' 22", to a point of tangent reversing curvature; thence 50.26 feet along the arc of a curve to the left with a radius of 399.29 feet and subtending a central angle of 07° 12' 44"; thence non-tangent, North 33° 51' 19" East 10.43 feet; thence 55.00 feet along the arc of a non-tangent curve to the left with a radius of 409.29 feet and subtending a central angle of 07° 41' 58", the chord of which bears North 43° 28' 19" West; thence North 03° 57' 25" West 299.01 feet to a point on the Southeasterly line of Oyster Point Boulevard; thence North 40° 52' 20" East 49.00 feet; thence South 49° 07' 40" East 101.85 feet; thence North 86° 00' 31" East 151.99 feet to the point of beginning.

APN: 015-010-600 (portion), 015-190-190 (portion)

### Parcel C Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SOUTH SAN FRANCISCO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel C, as shown on that certain map entitled "Parcel Map, Being a Resubdivision of Lands Shown on that Certain Map Entitled, Parcel Map Being a Resubdivision of Lands Shown on that Record of Survey Filed in Book 8 at Page 22 and Also in the Deed Described in Book 1462 O.R. 2, as Filed in the Recorder's Office at San Mateo County, South San Francisco, San Mateo County, California," filed in the office of the County Recorder of San Mateo County, State of California, on January 9, 1985 in Book 55 of Parcel Maps at Page(s) 61 through 64, inclusive.

APN: 015-190-190 (portion)

Parcel D-1 Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SOUTH SAN FRANCISCO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel "D-1", as shown on that certain map entitled "Parcel Map 89-262, South San Francisco, San Mateo County, California," filed in the office of the County Recorder of San Mateo County, State of California, on May 23, 1989 in Book 62 of Maps at Page(s) 25 and 26.

APN: 015-010-260

Parcel E Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SOUTH SAN FRANCISCO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcels E, E-1, E-2, E-3 and E-4, as shown on that certain map entitled, "Parcel Map, Being a Resubdivision of Lands Shown on that Record of Survey Filed in Book 8 at Page 22 and Also in the Deed Described in Book 1462 O.R. 2 as Filed in the Recorder's Office at San Mateo County, South San Francisco, San Mateo County, California," filed in the office of the County Recorder of San Mateo County, State of California on January 9, 1985 in Volume 55 of Parcel Maps at Pages 61 to 64 inclusive.

APN: 015-010-060 (Portion), 015-010-600 (Portion)

**Exhibit 2.2**

**Form of Memorandum of Disposition and Development Agreement**

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

Morrison & Foerster LLP  
425 Market Street  
San Francisco, California 94105  
Attn: Zane Gresham, Esq.

---

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

**MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT**

THIS MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT ("Memorandum"), dated as of \_\_\_\_\_, 201\_\_, is executed by and among Redevelopment Agency of the City of South San Francisco, a public body corporate and politic ("Agency"), The City of South San Francisco, a municipal corporation ("City"), and Oyster Point Ventures, LLC, a Delaware limited liability company ("Developer"). Agency, City and Developer, together with their respective successors and assigns, are hereinafter sometimes referred to collectively as "**Parties**", and individually as a "**Party**."

WITNESSETH:

The Parties do hereby acknowledge that:

1. Memorandum of Disposition and Development Agreement. That certain Disposition and Development Agreement was entered into by and among Agency, City and Developer on \_\_\_\_\_, 2011 (the "DDA"), which DDA relates to that certain land located in the City of South San Francisco, County of San Mateo, State of California, more particularly described on Exhibit A (the "Property").
2. Purpose. The sole purpose of preparing and recording this Memorandum is to give notice of provisions in the DDA pursuant to which each Party has certain responsibilities and obligations with respect to the development of the Property. In the event of any conflict between the terms of this Memorandum on the one hand, and the terms of the DDA on the other hand, the terms of the DDA shall control.
3. Other Provisions. The other provisions of the DDA shall be as provided in the DDA, which, by this reference, is incorporated herein.
4. Counterparts. This Memorandum may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

Memorandum of DDA

EXECUTED by the Parties as of the date set forth on the respective acknowledgement pages attached hereto, and effective as of the date first written above.

**DEVELOPER**

**OYSTER POINT VENTURES LLC,  
a Delaware limited liability company**

By: SRI Nine Oyster Point LLC,  
a Delaware limited liability company,  
its Managing Member

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

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

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

By: SKS Oyster Point, LLC,  
a Delaware limited liability company,  
its Member

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

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

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

*[Signatures continue on following page]*

**AGENCY**

**REDEVELOPMENT AGENCY OF THE CITY OF SOUTH SAN FRANCISCO,  
a public body, corporate and politic**

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

Name: \_\_\_\_\_  
Executive Director

ATTEST:

By: \_\_\_\_\_  
Agency Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Agency General Counsel

**CITY**

**CITY OF SOUTH SAN FRANCISCO,  
a municipal corporation**

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

Name: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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



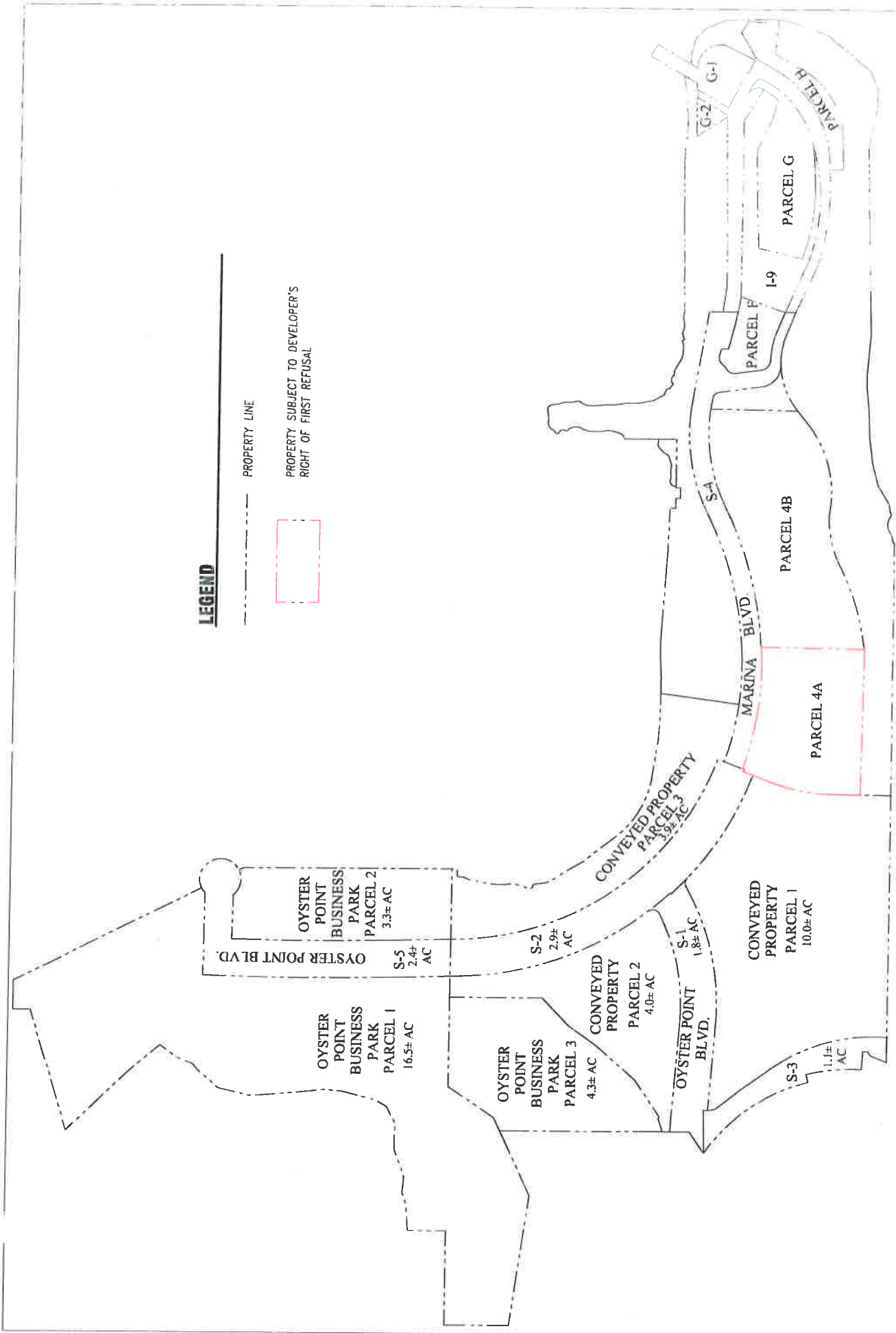
**Exhibit 2.5.1**

Description of Property Subject to Developer's Right of First Refusal

**LEGEND**

— PROPERTY LINE

--- PROPERTY SUBJECT TO DEVELOPER'S  
RIGHT OF FIRST REFUSAL





**Exhibit 2.5.3**

**Memorandum of Right of First Refusal**

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

Morrison & Foerster LLP  
425 Market Street  
San Francisco, California 94105  
Attn: Zane Gresham, Esq.

---

(Space Above for Recorder's Use)

**MEMORANDUM OF RIGHT OF FIRST REFUSAL**

THIS MEMORANDUM OF RIGHT OF FIRST REFUSAL ("**Memorandum**"), dated as of \_\_\_\_\_, 201\_\_ (the "**Effective Date**"), is executed by and among Redevelopment Agency of the City of South San Francisco, a public body corporate and politic ("**Agency**"), The City of South San Francisco, a municipal corporation ("**City**"), and Oyster Point Ventures, LLC, a Delaware limited liability company ("**Developer**"). Agency, City and Developer, together with their respective successors and assigns, are hereinafter sometimes referred to collectively as "**Parties**", and individually as a "**Party**." All initial capitalized terms used herein but not herein defined shall have the meaning ascribed to such terms in the DDA (defined below).

WITNESSETH:

The Parties do hereby acknowledge that:

1. Memorandum of Right of First Refusal. Pursuant to that certain Right of First Refusal (the "Right of First Refusal") contained in Section 2.5 of that certain Disposition and Development Agreement entered into by and among Agency, City and Developer on \_\_\_\_\_, 2011 (the "**DDA**"), City and Agency have granted to Developer and its successors and assigns a right of first refusal to acquire certain real property situated in the City of South San Francisco, County of San Mateo, State of California, more particularly described on Exhibit A, together with all improvements located thereon (the "**Property**"), for the period commencing on the date hereof and expiring upon the earlier to occur of (1) the issuance of a certificate of occupancy for the last building to be constructed in Phase IVD of the Developer Project, and (2) twenty (20) years after the Effective Date (the "**Expiration Date**").

2. Purpose. The sole purpose of preparing and recording this Memorandum is to give notice of the Right of First Refusal as set forth in the DDA, and is subject to all the terms, conditions and provisions thereof. In the event of any conflict between the terms of this

Memorandum on the one hand, and the terms of the DDA on the other hand, the terms of the DDA shall control.

3. Other Provisions. The other provisions of the Right of First Refusal shall be as provided in the DDA, which, by this reference, is incorporated herein.

4. Counterparts. This Memorandum may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

EXECUTED by the Parties as of the date set forth on the respective acknowledgement pages attached hereto, and effective as of the date first written above.

**DEVELOPER**

**OYSTER POINT VENTURES LLC,  
a Delaware limited liability company**

By: SRI Nine Oyster Point LLC,  
a Delaware limited liability company,  
its Managing Member

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

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

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

By: SKS Oyster Point, LLC,  
a Delaware limited liability company,  
its Member

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

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

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

*[Signatures continue on following page]*

**AGENCY**

**REDEVELOPMENT AGENCY OF THE CITY OF SOUTH SAN FRANCISCO,  
a public body, corporate and politic**

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

Name: \_\_\_\_\_  
Executive Director

ATTEST:

By: \_\_\_\_\_  
Agency Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Agency General Counsel

**CITY**

**CITY OF SOUTH SAN FRANCISCO,  
a municipal corporation**

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

Name: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

EXHIBIT A  
PROPERTY DESCRIPTION

**Exhibit 3.2A**

**Description of Phases of Redevelopment Project**

**PHASES ID**

- I** UP TO 508,000 GSF OF OFFICE/R&D SPACE
- J** CLAY CAP REPAIR AT PHASE ID
- K** CLEANUP OF SUMP 1
- L** METHANE MITIGATION SYSTEMS
- M** RELOCATION OF REFUSE

**PHASE IC**

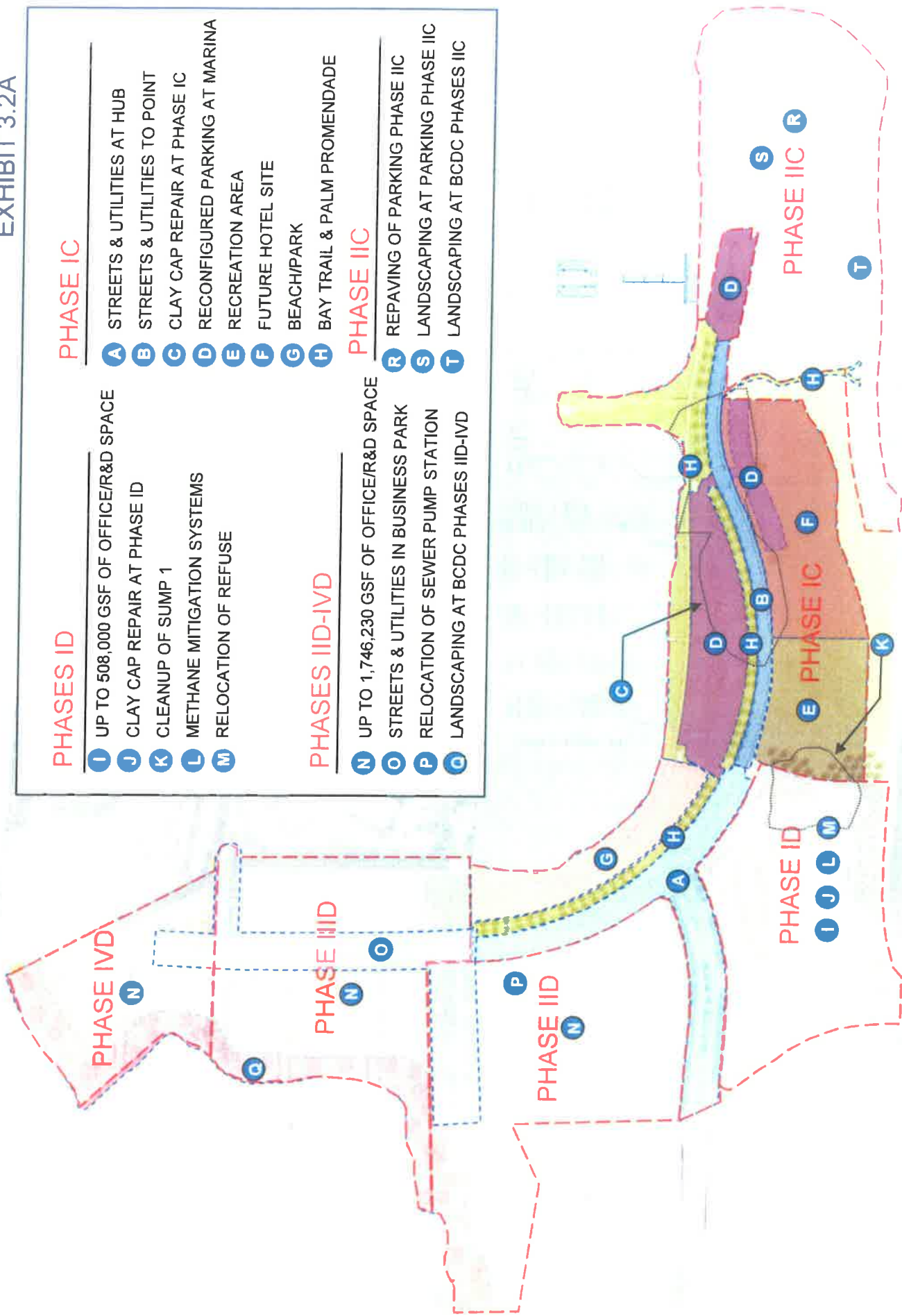
- A** STREETS & UTILITIES AT HUB
- B** STREETS & UTILITIES TO POINT
- C** CLAY CAP REPAIR AT PHASE IC
- D** RECONFIGURED PARKING AT MARINA
- E** RECREATION AREA
- F** FUTURE HOTEL SITE
- G** BEACH/PARK
- H** BAY TRAIL & PALM PROMENADE

**PHASES IID-IVD**

- N** UP TO 1,746,230 GSF OF OFFICE/R&D SPACE
- O** STREETS & UTILITIES IN BUSINESS PARK
- P** RELOCATION OF SEWER PUMP STATION
- Q** LANDSCAPING AT BCDC PHASES IID-IVD

**PHASE IIC**

- R** REPAVING OF PARKING PHASE IIC
- S** LANDSCAPING AT PARKING PHASE IIC
- T** LANDSCAPING AT BCDC PHASES IIC



### **Exhibit 3.2B**

#### **Estimated Project Schedule**

This Exhibit sets forth the Parties' reasonable estimates of project milestones, based on each Party's good-faith, diligent pursuit of their respective responsibilities, in compliance with applicable law. These milestones include the items listed below, for illustrative purposes only.

1. Initiate preparation of EIR and project entitlements: Third quarter 2009
2. Complete environmental review and Agency and City approval of project entitlements:  
First quarter 2011
3. Approval and execution of Disposition and Development Agreement to govern transfer of the King Leases and Conveyed Property: First quarter 2011
4. Projected date for exchange of interests in King Leases and Conveyed Property pursuant to Disposition and Development Agreement: Second quarter 2013
5. Projected establishment of a communities facilities district and issuance of Mello-Roos Bonds: Second quarter 2013
6. Projected date to commence construction of Phase I Improvements: Third quarter 2013

The Parties recognize that despite their respective diligent good faith efforts, the achievement of these milestones is subject to circumstances and actions of others beyond their respective reasonable control, such as actions by other governmental agencies, market conditions, financing, and other business and economic factors, and that such circumstances are taken into account in the DDA and DA. This estimated schedule does not affect the Parties' rights or remedies under any termination provisions that are included in the DDA and DA.





**Exhibit 3.2.1**

**Phase IC Site and Infrastructure Improvements: Description and Cost**

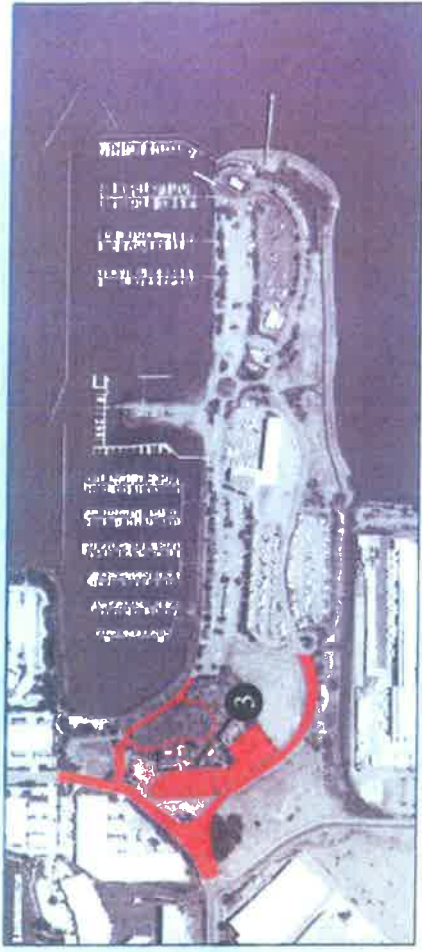
### **EXHIBIT 3.2.1A: Street and Utilities at Hub**

The designation "Streets and Utilities at Hub" refer to the components listed below located along the new portions of Oyster Point Blvd and Marina Blvd directly adjacent to Phases I and II of the Developer Project. To allow for the desired configuration of parcels, portions of Oyster Point Blvd and Marina Blvd and related utilities will be relocated.

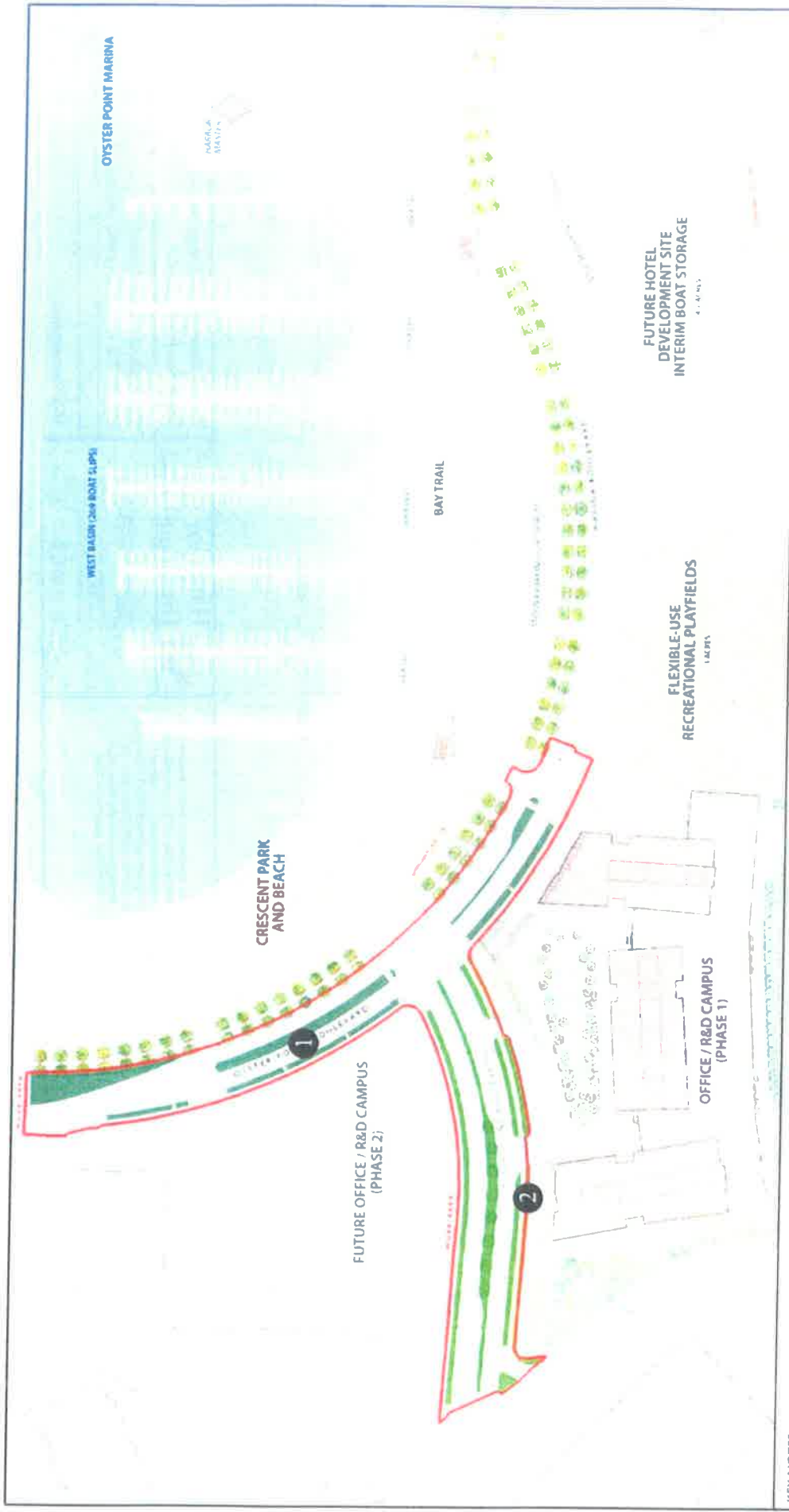
The construction of the new streets and utilities includes the following components:

- (a) temporary roads
- (b) grinding and off haul(if necessary) of existing paving
- (d) import/export soil
- (e) fine grading and compaction
- (f) road base
- (g) asphalt paving and striping
- (h) concrete curbs, gutters, sidewalks, and landscaping on each side of roadway
- (i) aggregate base at curbs and sidewalks
- (j) islands with associated topsoil and curbs
- (k) traffic signalization and signage
- (l) electrical road and sidewalk lighting
- (m) temporary utilities
- (n) storm sewer (drain piping, catch basins, outfall interceptors, manholes and curb cuts)
- (o) sanitary sewer (piping, forced main, and manholes)
- (p) domestic water line
- (q) fire service stubs and hydrants
- (r) gas lines
- (s) joint utility trench with electrical prim conduits and pull boxes and telecom conduits

**A depiction of these improvements as well as quantities and cost estimates are included in the following pages. These quantities, scope of work, and costs estimates were prepared based on conceptual plans and will be modified when construction drawings are prepared.**



<p><b>KEY NOTES</b></p> <ol style="list-style-type: none"> <li>1. Shaded area (grey) identifies New roadways at Hub (including 122,500 SF). Paved areas are fine grinded and then constructed with a pavement section of 7" asphalt concrete over 14" aggregate base. Striping at the New roadways is included. Street sidewalk lights (13 EA) are included.</li> <li>2. Shaded area (blue) identifies New city sidewalks at Hub (including 2,600 SF). Sidewalk areas are fine grinded and the constructed with a section of 4" cement concrete over 8" aggregate base. Curbs and gutters (1,575 LF) and vertical curbs (2,600 LF) are included, along with aggregate base for the curbs allowance for temporary roads (up to 24,000 SF) is included so that access to the Marina area is continuous during work for the New roads.</li> <li>3. Paving at shaded areas (178,900 SF) at inter map to be demolished, ground, stored on site for a period of time, and offloaded if necessary. An allowance for temporary roads (up to 24,000 SF) is included so that access to the Marina area is continuous during work for the New roads.</li> <li>4. Replacement of the traffic signal at Gull Dr. and Oyster Point Blvd. is allowed for, as is a new signal at Oyster Point Blvd. and Marina Blvd.</li> <li>5. New signalized pedestrian crosswalk.</li> </ol> <p><b>GENERAL NOTES</b></p> <ol style="list-style-type: none"> <li>1. Base map provided by ROMA Design Group, October, 2010. Inset map from Google Maps.</li> </ol>	<p><b>Hathaway   Dinwiddie</b> 100 BUILDING</p> <p>HATHAWAY   DINWIDDIE CONSTRUCTION COMPANY 275 Mission Street Suite 300 San Francisco, CA 94111 Tel: 415.986.2748 Fax: 415.956.1609</p>	<p>Oyster Point Site and Improvement South San Francisco, CA</p> <p>Conceptual Design Drawing Exhibit 3.2.1A: Streets and Utilities at Hub</p> <p>SKS Investments</p>
		<p>3.2.1A-1</p>



**KEY NOTES**

- 1 Area shaded (dark green) represents planned areas at Marina Boulevard, and totals 19,870 SF. This area to be fine graded and receive 24" topsoil and planning.
- 2 Area shaded (light green) represents planned areas at Hub, and totals 19,105 SF. This area to be fine graded and receive 24" topsoil and planning.

**GENERAL NOTES**

1. Base map provided by ROMA Design Group, October 2010. Inset map from Google Maps.

**Hathaway Dinwiddie**  
 100 YEARS OF BUILDING

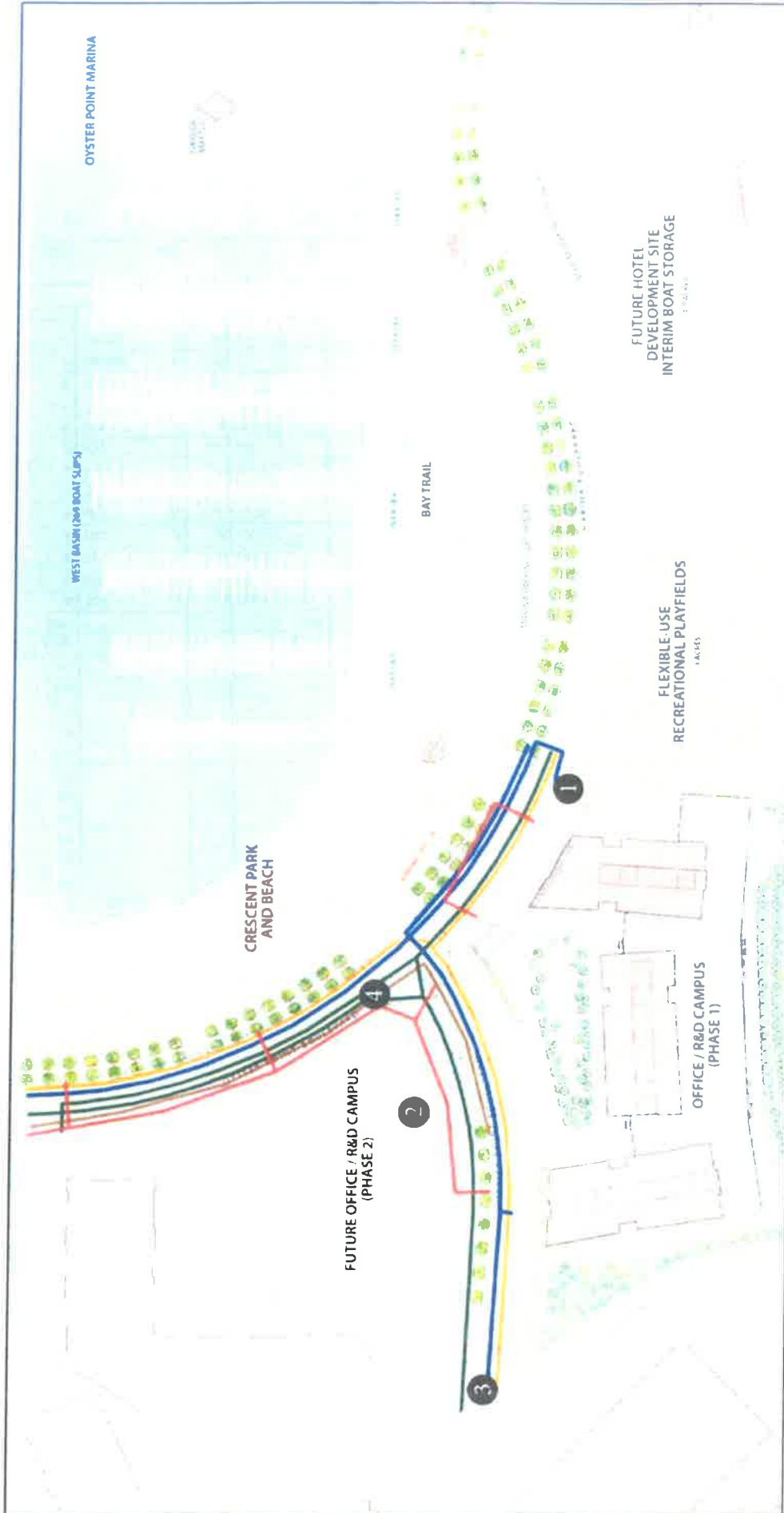
**HATHAWAY DINWIDDIE CONSTRUCTION COMPANY**  
 275 Battery Street  
 Suite 100  
 San Francisco, CA 94111  
 Tel: 415.986.3718  
 Fax: 415.956.5669

**Oyster Point Site and Improvement**  
 South San Francisco, CA

**Conceptual Design Drawing**  
 Exhibit 3.2.1A: Streets and Utilities at Hub

**SKS Investments**

3.2.1A-2
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<p><b>KEY NOTES</b></p> <ol style="list-style-type: none"> <li>Blue shading represents the domestic water system, which consists of 2,055 LF of domestic water line and 8 fire hydrants.</li> <li>Red shading represents the storm drain system, which consists of 1,327 LF of storm drain piping, 10 catch basins, 4 manholes, and 1 outfall interceptor.</li> <li>Orange shading represents the gas line, which includes gas line, telecommunications pathways, electrical conduit, and 11 electrical pull boxes.</li> <li>Green (forced main - 2.8 is LF) and brown (gravity piping - 1,017 LF) shading represent the sanitary sewer system. Work includes 6 manholes.</li> <li>An allowance for temporary utilities while the New work is being installed is included.</li> </ol> <p><b>GENERAL NOTES</b></p> <ol style="list-style-type: none"> <li>Base map provided by ROMA Design Group, October 2010. Inset map from Google Maps</li> </ol>	<p><b>Hathaway 100 Dinwiddie</b></p> <p>HATHAWAY DINWIDDIE CONSTRUCTION COMPANY</p> <p>275 Market Street Suite 200 San Francisco, CA 94111 Tel: 415.984.2218 Fax: 415.956.5669</p>	<p>Oyster Point Site and Improvement South San Francisco, CA</p> <p>Conceptual Design Drawing Exhibit 3.2.1A: Streets and Utilities at Hub</p> <p>SKS Investments</p>
	<p>3.2.1A-3</p>	





**OYSTER POINT BUSINESS PARK  
SHORENSTEIN / SKS INVESTMENTS**

**LINE ITEM DETAIL  
2/25/2011 (revised 3/15/2011)**

EXHIBIT	KEY	SYS	CSI	DESCRIPTION	Q	U	U/P	EXT
<b>Streets and Utilities at Hub</b>								
3.2.1A-1	4	0001	01090	traffic signalization				
3.2.1A-1	4	0001	01090	gull + oyster point intersection - reconfiguration of sensors/equip	1	LS	\$ 350,000	\$ 350,000
3.2.1A-1	4	0001	01090	oyster point + marina blvd intersection - new signal	1	LS	\$ 350,000	\$ 350,000
3.2.1A-1	4	0001	01090	lighted pedestrian crosswalks	2	LS	\$ 35,000	\$ 70,000
3.2.1A-1	4	0001	01090	signals required by future phases - see future phase estimate	excl			excl
3.2.1A-1	3	2000	02070	grind paving - a.o.	178,902	SF	\$ 0.50	\$ 89,451
3.2.1A-1	3	2000	02070	stockpile grinding - a.o.	8,283	CY	\$ 5.00	\$ 41,413
3.2.1A-1	3	2000	02070	offhaul and dispose grindings - a.o.	8,283	CY	\$ 12.00	\$ 99,390
3.2.1A-1	1 and 2	2000	02200	finegrade and compact asphalt and flatwork areas	147,525	SF	\$ 2.00	\$ 295,050
3.2.1A-1	2	2000	02200	curb cuts	6,375	LF	\$ 7.00	\$ 44,625
3.2.1A-1	1	2000	02200	paving and aggregate base - oyster point and marina boulevard - hub	122,500	SF	\$ 10.00	\$ 1,225,000
3.2.1A-1	3	2000	02200	temporary roadways	24,000	SF	\$ 5.50	\$ 132,000
3.2.1A-1	2	2000	02200	aggregate base - city sidewalk	25,025	SF	\$ 4.00	\$ 100,100
3.2.1A-1	2	2000	02200	aggregate base at curbs	6,375	LF	\$ 8.00	\$ 51,000
3.2.1A-1	1	2000	02270	sediment basin	excl			excl
3.2.1A-1	1	2000	02270	a.o. swppp controls -see section 02200	*** **			*** **
3.2.1A-1	1	2000	02270	installation of swppp controls - see section 02200	incl			incl
3.2.1A-1	1	2000	02270	silt fences	incl			incl
3.2.1A-1	1	2000	02270	straw waddles	incl			incl
3.2.1A-1	1	2000	02270	straw blankets	incl			incl
3.2.1A-1	1	2000	02270	rock waddles	incl			incl
3.2.1A-1	1	2000	02270	filter fabric	incl			incl
3.2.1A-1	1	2000	02270	rock at entrance	incl			incl
3.2.1A-1	1	2000	02270	winterization/ stabilization rock	incl			incl
3.2.1A-1	1	2000	02270	summer maintenance	incl			incl
3.2.1A-1	1	2000	02270	winter maintenance	incl			incl
3.2.1A-1	1	2000	02270	a.o. best management practices	incl			incl
3.2.1A-3	5	2020	02600	temp utilities	1	LS	\$ 150,000.00	\$ 150,000
3.2.1A-3	2	2020	02600	storm drain piping - hub	1,537	LF	\$ 185.00	\$ 284,345
3.2.1A-3	2	2020	02600	storm catch basins - hub	10	EA	\$ 2,500.00	\$ 25,000
3.2.1A-3	2	2020	02600	storm drain manholes - hub	4	EA	\$ 6,500.00	\$ 26,000
3.2.1A-3	2	2020	02600	outfall interceptor	1	EA	\$ 50,000.00	\$ 50,000
3.2.1A-3	4	2020	02600	sanitary piping - hub	1,017	LF	\$ 150.00	\$ 152,550
3.2.1A-3	4	2020	02600	forced main - hub	2,614	LF	\$ 150.00	\$ 392,100
3.2.1A-3	4	2020	2600	forced main - allowance for connection to PSI	1	EA	\$ 75,000.00	\$ 75,000
3.2.1A-3	4	2020	02600	sanitary manholes - hub	6	EA	\$ 6,500.00	\$ 39,000
3.2.1A-3	4	2020	02600	connection and settlement vault at each building	4	EA	\$ 30,000.00	\$ 120,000
3.2.1A-3	1	2020	02600	domestic water line - hub	2,055	LF	\$ 125.00	\$ 256,875
3.2.1A-3	1	2020	02600	fire hydrants	8	EA	\$ 7,500.00	\$ 60,000
3.2.1A-3	3	2020	02600	gas line	1,968	LF	\$ 50.00	\$ 98,400
3.2.1A-3	3	2020	02600	trench and backfill for joint trench	1,968	LF	\$ 150.00	\$ 295,200
3.2.1A-3	3	2020	02600	electrical prim conduits	1,968	LF	\$ 60.00	\$ 118,080
3.2.1A-3	3	2020	02600	electrical prim pull boxes	11	EA	\$ 6,500.00	\$ 71,500
3.2.1A-3	3	2020	02600	secondary conduits/ settlement vault	4	BL	\$ 35,000.00	\$ 140,000
3.2.1A-1	1	2020	02600	electrical road and sidewalk lighting - hub	14	EA	\$ 8,500.00	\$ 119,000
3.2.1A-1	1	2020	02600	electrical road and sidewalk lighting - marina boulevard	19	EA	\$ 8,500.00	\$ 161,500
3.2.1A-3	3	2020	02600	telecommunications- 6 ea x 4" in joint trench	1,968	LF	\$ 60.00	\$ 118,080
3.2.1A-2	2	2010	02230	topsoil - planted areas - hub	1,420	CY	\$ 95.00	\$ 134,900
3.2.1A-2	1	2010	02230	topsoil - planted areas - marina	1,480	CY	\$ 95.00	\$ 140,600
3.2.1A-1	2	2010	02550	city sidewalk	25,025	SF	\$ 8.00	\$ 200,200
3.2.1A-1	2	2010	02550	vertical curbs	2,800	LF	\$ 12.00	\$ 33,600
3.2.1A-1	2	2010	02550	curb and gutter	3,575	LF	\$ 16.00	\$ 57,200
3.2.1A-2	2	2010	02900	planted areas - hub	19,105	SF	\$ 12.00	\$ 229,260



**OYSTER POINT BUSINESS PARK  
SHORENSTEIN / SKS INVESTMENTS**

**LINE ITEM DETAIL**

2/25/2011 (revised 3/15/2011)

EXHIBIT	KEY	SYS	CSI	DESCRIPTION	Q	U	U/P	EXT
<b>DIAGRAM NOTE</b>								
3.2.1A-2		I	2010 02900	planted areas - marina boulevard	19,870	SF	\$ 12.00	\$ 238,440
3.2.1A-1		I	2010 02515	road striping		LS	\$ 35,000.00	\$ 35,000
<b>Subtotal - Streets and Utilities at Hub</b>								<b>\$ 6,669,859</b>
<b>General Conditions and Markups - 19%</b>								<b>\$ 1,267,273</b>
<b>GC Bonds - 0.75%</b>								<b>\$ 59,528</b>
<b>Subtotal - CONSTRUCTION HARD COSTS</b>								<b>\$ 7,996,660</b>
<b>Soft Costs - 20%</b>								<b>\$ 1,599,332</b>
<b>Total</b>								<b>\$ 9,595,992</b>

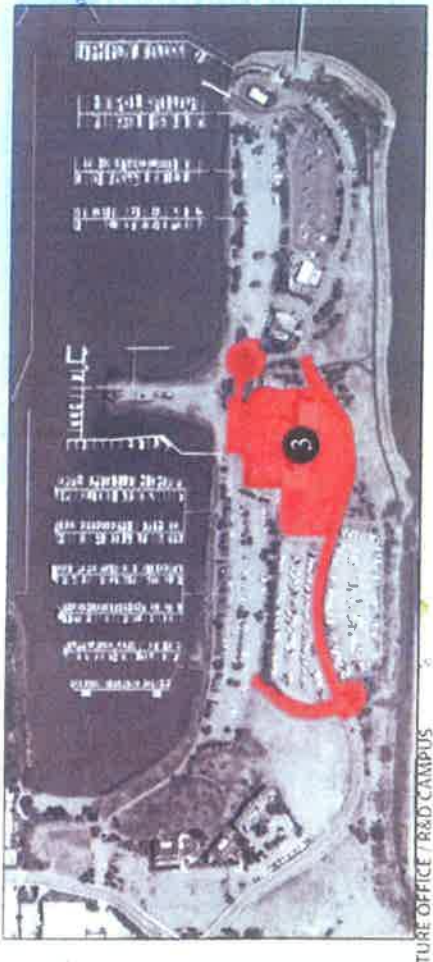
### **EXHIBIT 3.2.1B: Streets and Utilities to Point**

“Streets and Utilities to Point” refers to the components listed below located to the east of the Phase I property line, adjacent to the recreation fields, hotel site and marina parking extending to the existing traffic circle on Marina Blvd next to the yacht club building. To allow for the desired configuration of parcels, portions of Marina Blvd and related utilities will be relocated. The construction of the new streets and utilities includes the following components:

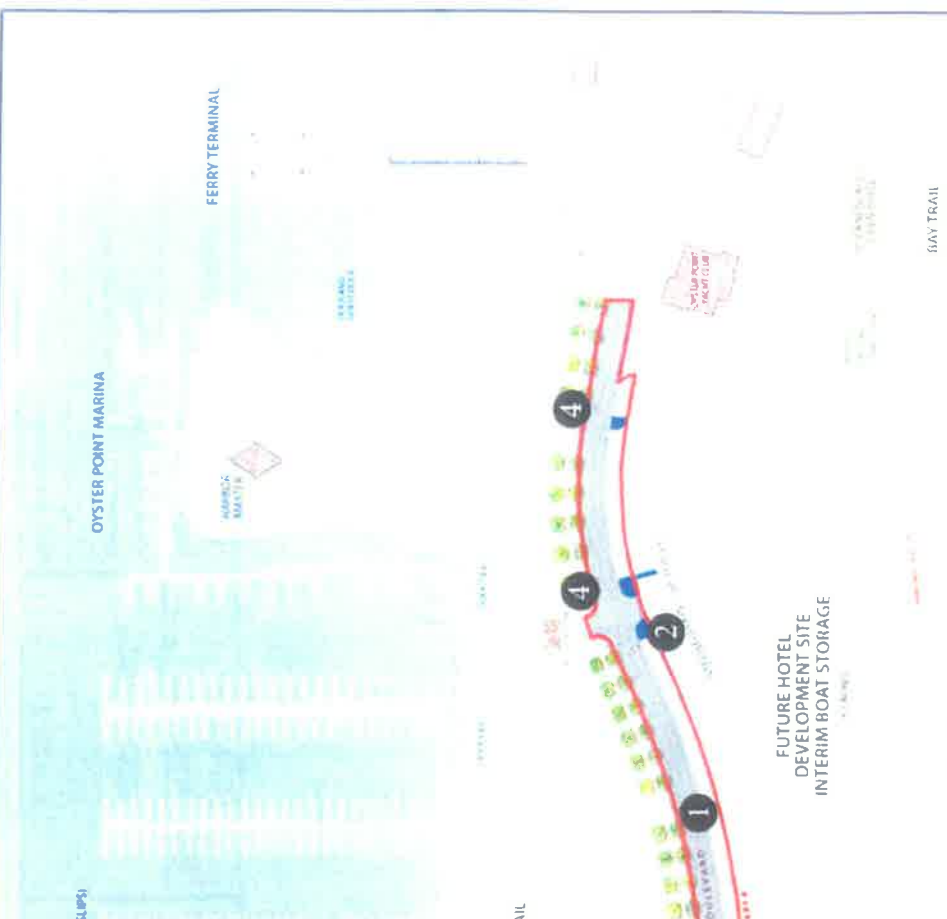
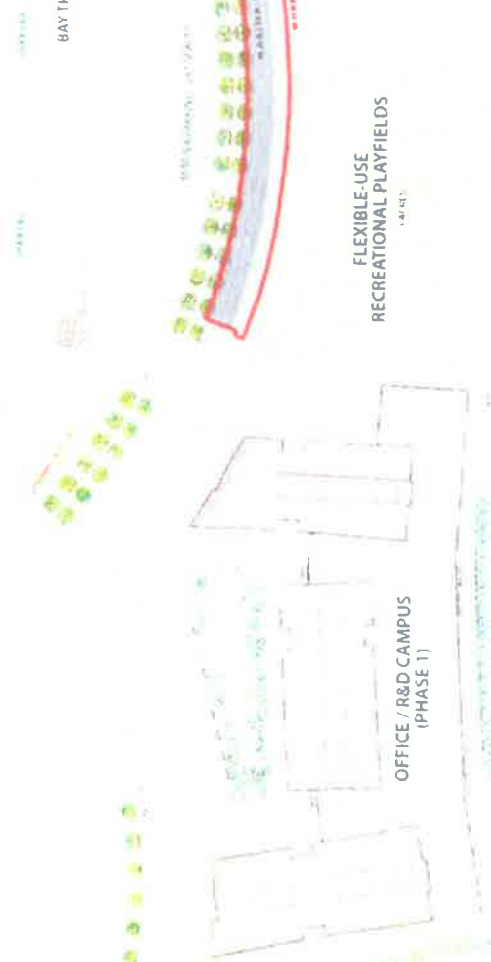
- (a) temporary roads
- (b) grinding and off haul(if necessary) of existing paving
- (c) grading (including necessary refuse relocation and clay cap modification associated with roads and utilities)
- (d) import/export soil
- (e) fine grading and compaction
- (f) road base
- (g) asphalt paving and striping
- (h) concrete curbs and gutters on each side of roadway with landscaping on south side of roadway
- (i) aggregate base at curbs and sidewalks
- (k) traffic signage
- (l) electrical road and sidewalk lighting
- (m) temporary utilities
- (n) storm sewer (drain piping, catch basins, outfall interceptors, manholes and curb cuts)
- (o) sanitary sewer (piping, forced main, and manholes)
- (p) domestic water line
- (q) fire service stubs and hydrants
- (r) gas lines
- (s) joint utility trench with electrical prim conduits and pull boxes and telecom conduits.

**A depiction of these improvements as well as quantities and cost estimates are included in the following pages. These quantities, scope of work, and costs estimates were prepared based on conceptual plans and will be modified when construction drawings are prepared.**

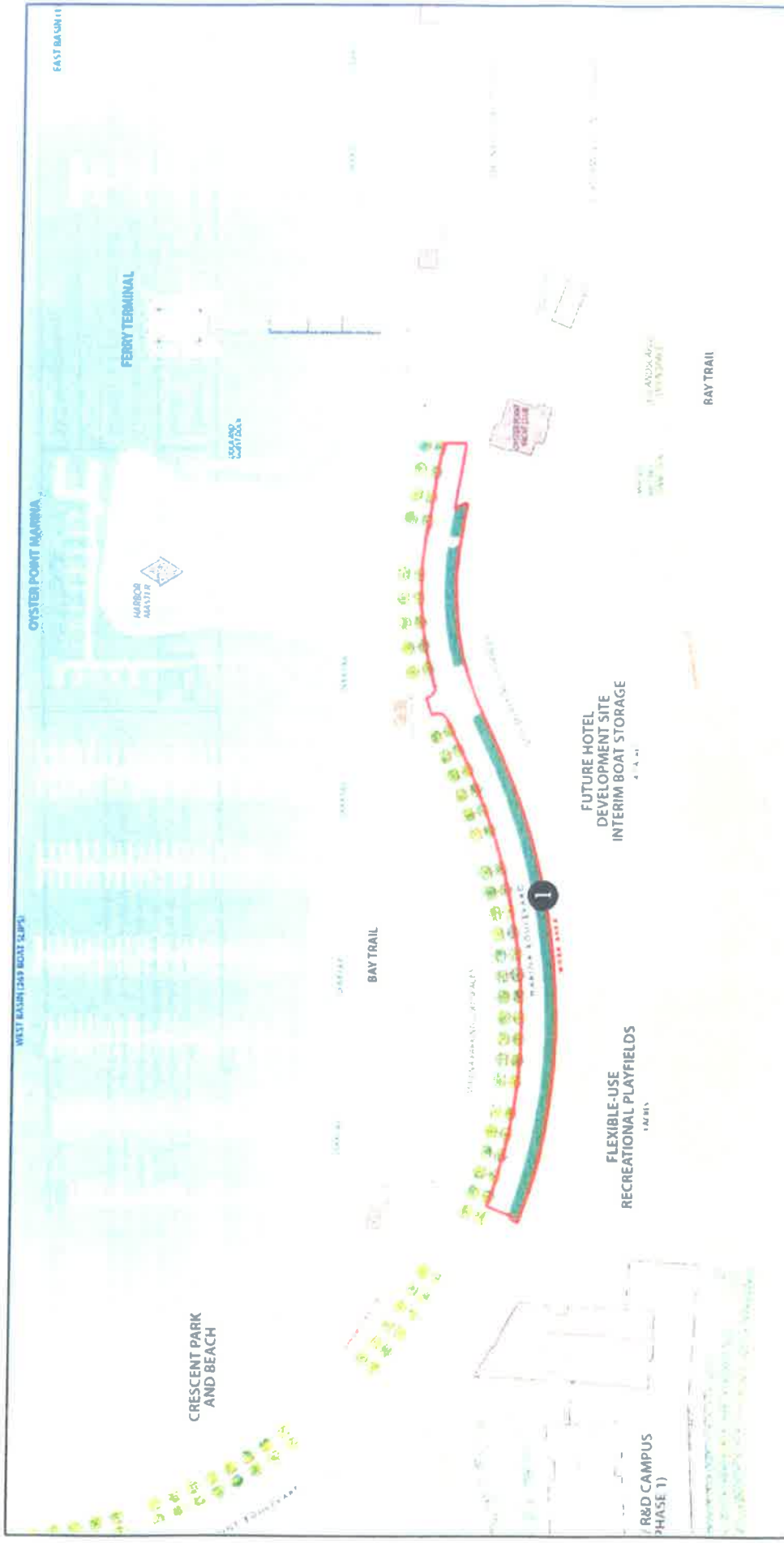




FUTURE OFFICE / R&D CAMPUS (PHASE 2)



<p><b>Halway Dinwiddie</b> 100 BUILDING 275 Battery Street Suite 300 San Francisco, CA 94111 Tel: 415.986.3718 Fax: 415.986.5609</p>	<p>Oyster Point Site and Improvement South San Francisco, CA</p>
<p><b>KEY NOTES</b></p> <ol style="list-style-type: none"> <li>1. Shaded area (81,971) identifies New roadways (totalling 48,600 SF). Paved areas are line graded and then constructed with a pavement section of 7" asphalt concrete over 14" aggregate base. Striping at the New roadways is included. Street/sidewalk lights (14 EA) are included.</li> <li>2. Shaded area (10,000) identifies New city sidewalks (totalling 1,781 SF). Sidewalk areas are line graded and the constructed with a section of 4" cement concrete over 8" aggregate base. Curbs and gutters (2,760 LF) are included along with aggregate base for the curb.</li> <li>3. Paving at shaded area (totalling 216,609 SF) on inset map to be demolished ground stored on site for a period of time, and approved if necessary. An allowance for temporary roads (up to 56,000 SF) is included so that access to the Marina area is continuous during work for the New roads.</li> <li>4. New signalized pedestrian crosswalk.</li> </ol> <p><b>GENERAL NOTES</b></p> <ol style="list-style-type: none"> <li>1. Base map provided by ROMA Design Group, October 2010. Inset map from Google Maps.</li> </ol>	<p>Conceptual Design Drawing Exhibit 3.2.1B: Streets and Utilities to Point</p> <p>SKS Investments</p> <p>3.2.1B-1</p>



**KEY NOTES**

1 Shaded area represents planted areas at Marina Boulevard, and totals 23,812 SF. This area to be fine graded and receive 24" bioswale soil - planting.

**GENERAL NOTES**

1 Base map provided by ROMA Design Group, October 2010



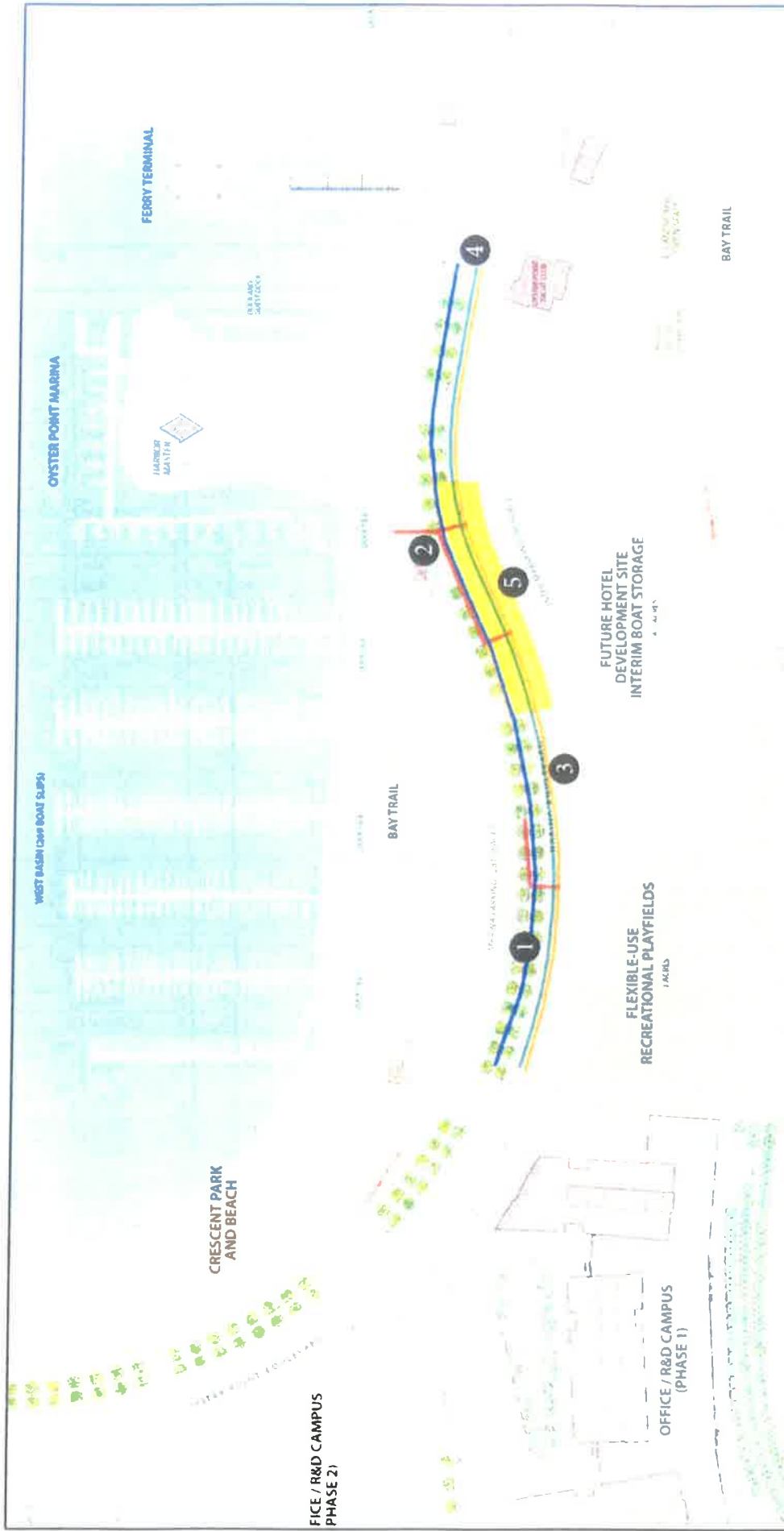
**HATHAWAY DINWIDDIE  
CONSTRUCTION COMPANY**  
275 Battery Street  
Suite 300  
San Francisco, CA 94111  
Tel: 415.986.2718  
Fax: 415.956.5669

Oyster Point Site and Improvement  
South San Francisco, CA

Conceptual Design Drawing  
Exhibit 3.2.1B: Streets and Utilities to Point

SKS Investments

3.2.1B-2



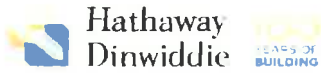
<p><b>KEY NOTES</b></p> <ol style="list-style-type: none"> <li>Blue shading represents the domestic water system, which consists of 1,764 LF of domestic water line, 134 LF of fire service stubs, and 6 fire hydrants.</li> <li>Red shading represents the storm drain system, which consists of 516 LF of storm drain piping and 6 catch basins.</li> <li>Green shading represents the sanitary sewer system, which includes 1,351 LF of sanitary sewer piping, telecommunications pathways, and electrical conduit.</li> <li>Yellow shading depicts areas where intrusion into clay cap for utility work is anticipated (up to 40,000 SF). Activities described in Exhibits W-1 and W-4 (collect, release, pipe, pipe release, place clay cap) occur here related to the utility work.</li> <li>An allowance for temporary utilities while the New work is being installed is included.</li> </ol> <p><b>GENERAL NOTES</b></p> <ol style="list-style-type: none"> <li>Base map provided by ROMA Design Group, October 2010. Inset map from Google Maps.</li> </ol>	<p><b>Hathaway Dinwiddie</b></p> <p>HATHAWAY DINWIDDIE CONSTRUCTION COMPANY 375 Market Street Suite 100 San Francisco, CA 94111 Tel: 415.999.3718 Fax: 415.998.6869</p>	<p>Oyster Point Site and Improvement South San Francisco, CA</p> <p>Conceptual Design Drawing Exhibit 3.2.1B: Streets and Utilities to Point</p> <p>SKS Investments</p> <p>3.2.1B-3</p>
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OYSTER POINT BUSINESS PARK  
SHORENSTEIN / SKS INVESTMENTS

LINE ITEM DETAIL

2/25/2011 (revised 3/15/2011)

EXHIBIT	KEY	SYS	CSI	DESCRIPTION	Q	U	U/P	EXT
DIAGRAM NOTE								
<b>Streets and Utilities to Point</b>								
3.2.1B-1	4	0001	01090	lighted pedestrian crosswalks	2	LS	\$ 35,000	\$ 70,000
3.2.1B-1	3	2000	02070	grind paving - a.o.	216,609	SF	\$ 0.50	\$ 108,305
3.2.1B-1	3	2000	02070	stockpile grinding - a.o.	10,028	CY	\$ 5.00	\$ 50,141
3.2.1B-1	3	2000	02070	offhaul and dispose grindings - a.o.	10,028	CY	\$ 12.00	\$ 120,338
3.2.1B-3	4	2000	02200	misc soil material - existing on site - see other estimates	*****			*****
3.2.1B-3	4	2000	02200	place foundation layer	43,333	CY	\$ 6.00	\$ 260,000
3.2.1B-3	4	2000	02200	place clay cap - utilities	40,000	SF	\$ 2.00	\$ 80,000
3.2.1B-3	4	2000	02200	place protection layer	21,667	CY	\$ 5.00	\$ 108,333
3.2.1B-3	4	2000	02200	collect refuse - utilities	12,000	CY	\$ 7.50	\$ 90,000
3.2.1B-3	4	2000	02200	place refuse - utilities	12,000	CY	\$ 7.50	\$ 90,000
3.2.1B-3	4	2000	02200	tarping	40,000	SF	\$ 0.35	\$ 14,000
3.2.1B-1	1	2000	02200	linegrade and compact asphalt and flatwork areas	50,381	SF	\$ 2.00	\$ 100,762
3.2.1B-1	2	2000	02200	curb cuts	2,780	LF	\$ 7.00	\$ 19,460
3.2.1B-1	1	2000	02200	paving and aggregate base - marina boulevard	48,600	SF	\$ 10.00	\$ 486,000
3.2.1B-1	3	2000	02200	temporary roadways	56,000	SF	\$ 5.50	\$ 308,000
3.2.1B-1	2	2000	02200	aggregate base - city sidewalk	1,781	SF	\$ 4.00	\$ 7,124
3.2.1B-1	2	2000	02200	aggregate base at curbs	2,780	LF	\$ 8.00	\$ 22,240
3.2.1B-1	1	2000	02270	sediment basin	excl			excl
3.2.1B-1	1	2000	02270	a.o. swppp controls - see section 02200	*****			*****
3.2.1B-1	1	2000	02270	installation of swppp controls - see section 02200	incl			incl
3.2.1B-1	1	2000	02270	silt fences	incl			incl
3.2.1B-1	1	2000	02270	straw wattles	incl			incl
3.2.1B-1	1	2000	02270	straw blankets	incl			incl
3.2.1B-1	1	2000	02270	rock wattles	incl			incl
3.2.1B-1	1	2000	02270	filter fabric	incl			incl
3.2.1B-1	1	2000	02270	rock at entrance	incl			incl
3.2.1B-1	1	2000	02270	winterization/ stabilization rock	incl			incl
3.2.1B-1	1	2000	02270	summer maintenance	incl			incl
3.2.1B-1	1	2000	02270	winter maintenance	incl			incl
3.2.1B-1	1	2000	02270	a.o. best management practices	incl			incl
3.2.1B-3	6	2020	02600	temp utilities	1	LS	\$ 150,000.00	\$ 150,000
3.2.1B-3	2	2020	02600	storm drain piping - marina boulevard	516	LF	\$ 185.00	\$ 95,460
3.2.1B-3	2	2020	02600	storm catch basins - marina boulevard	6	EA	\$ 2,500.00	\$ 15,000
3.2.1B-3	4	2020	02600	sanitary piping - marina boulevard - n.r.	excl			excl
3.2.1B-3	4	2020	02600	forced main - marina boulevard	1,349	LF	\$ 150.00	\$ 202,350
3.2.1B-3	4	2020	02600	sanitary manholes - marina boulevard - n.r.	excl			excl
3.2.1B-3	1	2020	02600	domestic water line - marina boulevard	1,764	LF	\$ 125.00	\$ 220,500
3.2.1B-3	1	2020	02600	fire service stubs	134	LF	\$ 115.00	\$ 15,410
3.2.1B-3	1	2020	02600	fire hydrants	6	EA	\$ 7,500.00	\$ 45,000
3.2.1B-3	3	2020	02600	gas line	1,351	LF	\$ 50.00	\$ 67,550
3.2.1B-3	3	2020	02600	trench and backfill for joint trench	1,351	LF	\$ 150.00	\$ 202,650
3.2.1B-3	3	2020	02600	electrical prim conduits	1,351	LF	\$ 60.00	\$ 81,060
3.2.1B-3	3	2020	02600	electrical prim pull boxes	excl		\$ 6,500.00	excl
3.2.1B-1	1	2020	02600	electrical road and sidewalk lighting - marina boulevard	14	EA	\$ 8,500.00	\$ 119,000
3.2.1B-3	3	2020	02600	telecommunications- 6 ea x 4" in joint trench	1,351	LF	\$ 60.00	\$ 81,060
3.2.1B-2	1	2010	02230	topsoil - planted areas - marina	1,770	CY	\$ 95.00	\$ 168,150
3.2.1B-1	2	2010	02550	city sidewalk	1,781	SF	\$ 8.00	\$ 14,248
3.2.1B-1	2	2010	02550	curb and gutter	2,780	LF	\$ 16.00	\$ 44,480



**OYSTER POINT BUSINESS PARK**  
**SHORENSTEIN / SKS INVESTMENTS**  
**LINE ITEM DETAIL**  
 2/25/2011 (revised 3/15/2011)

EXHIBIT	KEY	SYS	CSI	DESCRIPTION	Q	U	U/P	EXT
<b>DIAGRAM NOTE</b>								
3.2.1B-2			201002900	planted areas - marina boulevard	23,812	SF	\$ 12.00	\$ 285,744
3.2.1B-1			201002515	road striping		LS	\$ 35,000.00	\$ 35,000
<b>Subtotal - Streets and Utilities to Point</b>								<b>\$ 3,777,365</b>
<b>General Conditions and Markups - 1%</b>								<b>\$ 717,699</b>
<b>GC Bonds - 0.75%</b>								<b>\$ 33,713</b>
<b>Subtotal - CONSTRUCTION HARD COSTS</b>								<b>\$ 4,528,777</b>
<b>Soft Costs - 20%</b>								<b>\$ 905,755</b>
<b>Total</b>								<b>\$ 5,434,533</b>



### **EXHIBIT 3.2.1C: Clay Cap Repair at City Parcels IC:**

The eastern peninsula of Oyster Point was formerly operated as a municipal (Class III) landfill starting in the 1950s. The landfill was closed in the 1970s in accordance with the State of California Regional Water Quality Control Board (RWQCB) regulatory guidelines that governed at the time. This closure was completed prior to the adoption of California Code of Regulations Title 27, which currently regulates Class III landfill closures. In June 2000, the RWQCB issued Order No. 00-046 which states that where new development is planned of a closed Class III landfill, a cap shall be placed on the landfill that meets the applicable post-closure maintenance requirements outlined in Title 27.

In February 2009, Treadwell and Rollo issued a report entitled “Geotechnical Investigation of the Landfill Cover, Oyster Point Landfill,” which outlines modifications to the clay cap necessary to meet the requirements of Title 27. These modifications include increasing the thickness of the Landfill Cover in approximately seven areas, increasing the thickness of the Low Hydraulic Conductivity Layer (clay layer) in approximately four areas, and reducing the permeability of the Low Hydraulic Conductivity Layer in one area (this also could be accomplished by thickening the clay layer).

The prescriptive cap/cover designated in Title 27, Section 21090 for Class III landfills consists of the following layers, from top to bottom:

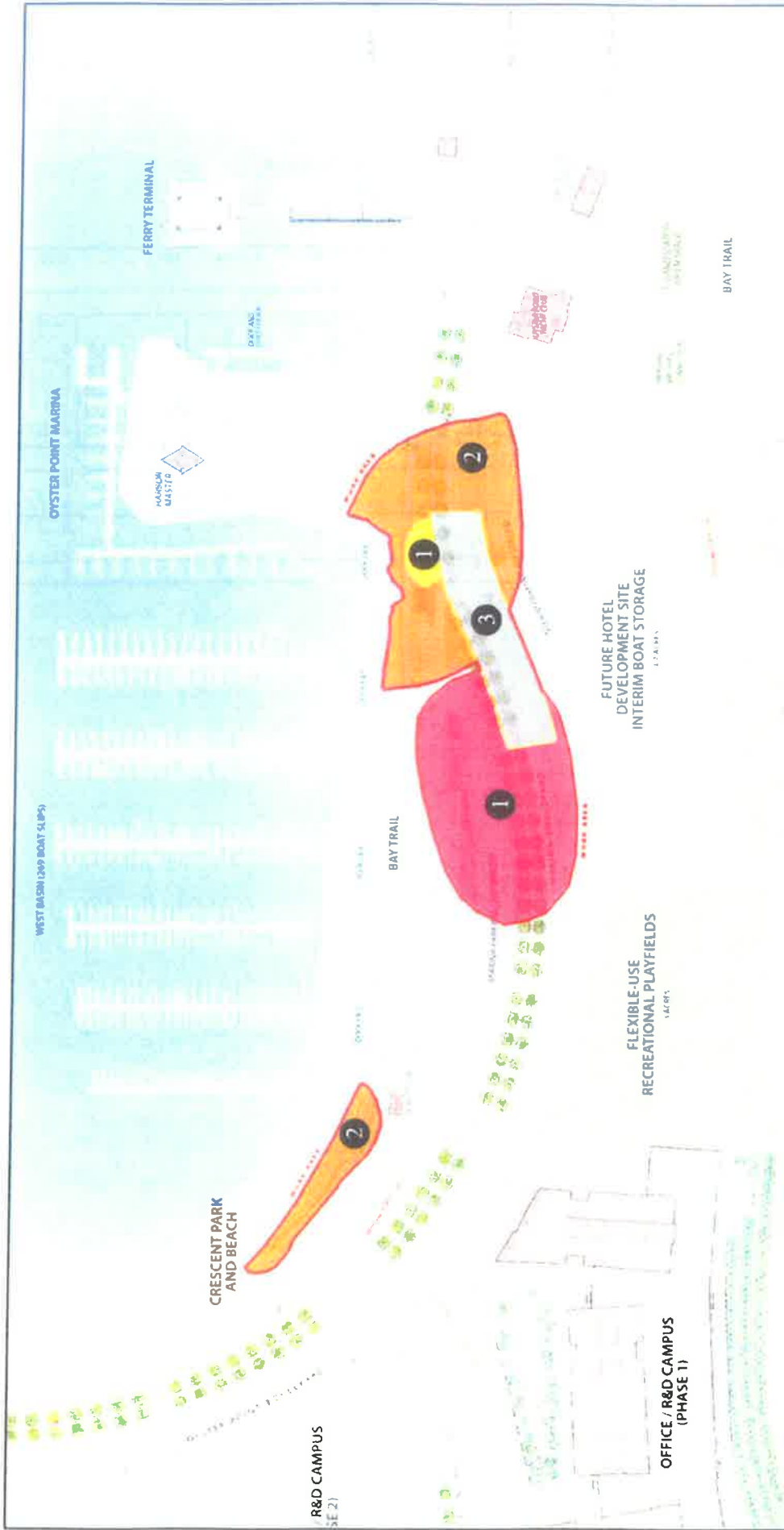
- Erosion-resistant layer (via vegetative layer): at least one foot of soil that contains no waste and is capable of sustaining native or other plant growth
- Low hydraulic conductivity layer: at least one foot of soil containing no waste or leachate and compacted to attain a hydraulic conductivity of  $1 \times 10^{-6}$  cm/sec
- Foundation layer: at least two feet of soil, contaminated soil, incinerator ash, or other waste materials, provided that such materials have appropriate engineering properties to be used for a foundation layer for construction of the low hydraulic conductivity layer

“Clay Cap Repair at City Parcels IC” refers to the improvements described above to be implemented on the City Property to the west of the Ferry Terminal.

If part or all of the clay cap repair in the area described in this exhibit overlaps with the clay cap repair and landfill cover required for refuse relocation from the Developer Property as outlined in Exhibit 3.2.2A and 3.2.2D, then the landfill cover improvements in this Exhibit will no longer be necessary at the overlap areas as they will be included in the scope of this Exhibit 3.2.2A.

At the time of completion of landfill cover modifications, rough grading of the top of the Erosion-resistant layer should be coordinated to no more than 2.5 inches (0.20 ft) of finish grade as outlined in the final grading plan in the construction documents.

**A depiction of these improvements as well as quantities and cost estimates are included in the following pages. These quantities, scope of work, and costs estimates were prepared based on conceptual plans and will be modified when construction drawings are prepared.**



<p><b>KEY NOTES</b></p> <p>1. Shaded areas identified as potentially deficient in utility of landfill cover in geotechnical reports and in HDCCO cost study exercises. Yellow shading indicates areas where thickness of low permeability layer is insufficient; pink shading indicates areas where permeability of cover over landfill is excessive. New clay cap to be installed at these areas (up to 108,000 SF). Cross section consists of a 2'-0" soil foundation layer, a 1'-0" low permeability layer, and a 1'-0" soil erosion layer.</p> <p>2. Orange shading indicates areas where landfill cover is less than 4'-0". Final design grades at these areas to compensate; no city cap repair required.</p> <p>3. See Exhibit X-2 for clay cap repairs related to utility work on Marina Boulevard.</p> <p><b>GENERAL NOTES</b></p> <p>1. Base map provided by ROHA Design Group, October 2010.</p> <p>2. Geotechnical report referenced is "Geotechnical Investigation of the Landfill Cover Oyster Point Landfill" from Trowell &amp; Rollo, dated February 13, 2009.</p>	<p><b>Hathaway Dinwiddie</b>          HATHAWAY DINWIDDIE          CONSTRUCTION COMPANY          325 Wilbur Y Street          Suite 300          San Francisco, CA 94111          Tel: 415 998 2718          Fax: 415 998 3688</p>	<p>Oyster Point Site and Improvement          South San Francisco, CA</p>
	<p>Conceptual Design Drawing          Exhibit 3.2.1C: Clay Cap Repair at City Parcels 1C</p>	<p>SKS Investments</p>



**OYSTER POINT BUSINESS PARK  
SHORENSTEIN / SKS INVESTMENTS**

**LINE ITEM DETAIL**

February 25, 2011

EXHIBIT	KEY	SYS	CSI	DESCRIPTION	Q	U	U/P	EXT
<b>DIAGRAM NOTE</b>								
<b>Clay Cap Repair at City Parcels Phase IC</b>								
3.2.1C	I	2000	02070	demo - surface improvements - see #20 repaving of city parking	*****			*****
3.2.1C	I	2000	02200	mass grading - cut - collect landfill protection layer	12,000	CY	\$ 4.25	\$ 51,000
3.2.1C	I	2000	02200	repair clay cap - select areas	108,000	SF	\$ 2.00	\$ 216,000
3.2.1C	I	2000	02200	place foundation layer	8,000	CY	\$ 6.00	\$ 48,000
3.2.1C	I	2000	02200	place protection layer	12,000	CY	\$ 5.00	\$ 60,000
3.2.1C	I	2000	02550	replace surface improvements - see #20 repaving of city parking	*****			*****
<b>Subtotal - Clay Cap Repair at City Parcels Phase IC</b>								<b>\$ 375,000</b>
<b>General Conditions and Markups - 19%</b>								<b>\$ 71,250</b>
<b>GC Bonds - 0.75%</b>								<b>\$ 3,347</b>
<b>Subtotal - CONSTRUCTION HARD COSTS</b>								<b>\$ 449,597</b>
<b>Soft Costs - 20%</b>								<b>\$ 89,919</b>
<b>Total</b>								<b>\$ 539,516</b>



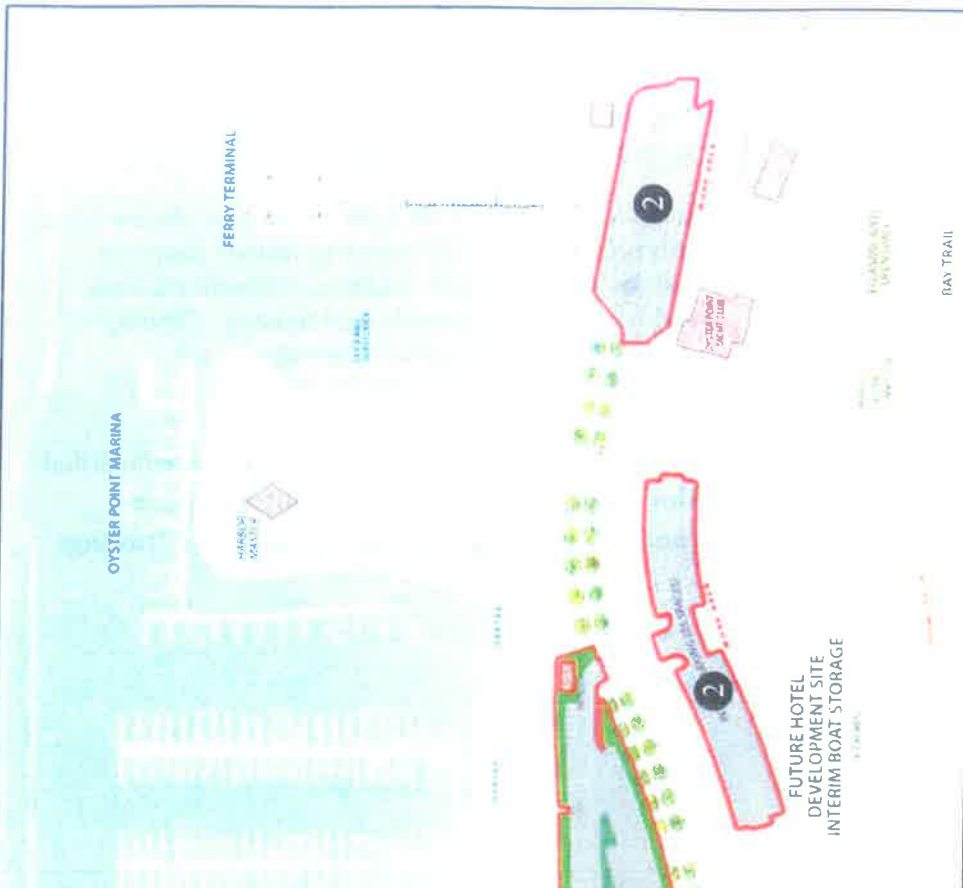
**EXHIBIT 3.2.1D: Reconfiguration of Parking at Marina**

Reconfiguration of Parking at Marina includes the parking lot north of the new Marina Blvd, east of the Beach/Park and west of the Ferry Terminal. The work will include complete demolition of the existing parking lot and installation of new drainage, bioswales to treat stormwater, asphalt paving, striping, landscaped parking islands, and lighting. Grading associated with clay cap modification under these parking areas is included in the improvements for Exhibit 3.2.1C

**A depiction of these improvements as well as quantities and cost estimates are included in the following pages. These quantities, scope of work, and costs estimates were prepared based on conceptual plans and will be modified when construction drawings are prepared.**



OFFICE / R&D CAMPUS (PHASE 1)



<p><b>Hathaway Dinwiddie</b> CONSTRUCTION COMPANY 275 Bay Street San Francisco, CA 94111 Tel: 415.774.2728 Fax: 415.774.2660</p>	<p>Oyster Point Site and Improvement South San Francisco, CA</p>
<p>Conceptual Design Drawing Exhibit 3.2.1D: Reconfiguration of Parking Lot at Marina</p>	<p>SKS Investments</p>
<p>3.2.1D</p>	<p>3.2.1D</p>

- KEY NOTES**
1. Paving at road slugged parking areas including 262,730 SF of asphalt map to be demolished; ground, stored on site for a period of time, and offloaded if necessary.
  2. New paving (coating) 147,600 SF to be installed at shaded areas (grey). Pavement section is 7" asphalt concrete over 14" aggregate base.
  3. Allowances for drainage, striping, and lighting are included on an area basis.
  4. Shaded areas (green) represent planted areas at New Parking, and total 17,365 SF. This area to be fine graded and receive 24" topsoil and planting.
  5. Shaded areas (light green) represent bio-swale areas at New Parking, and total 22,294 SF. This area to be fine graded and receive 24" bio-swale soil planting.
- GENERAL NOTES**
1. Base map provided by ROMA Urban Group, October, 2010.
  2. Inset map from Google Maps
  3. Grading associated with city cap repair at these parking areas is included in the improvements for "City Cap Modifications".



**OYSTER POINT BUSINESS PARK  
SHORENSTEIN / SKS INVESTMENTS**

**LINE ITEM DETAIL**

2/25/2011 (revised 3/15/2011)

EXHIBIT	KEY	SYS	CSI	DESCRIPTION	Q	U	U/P	EXT
<b>DIAGRAM NOTE</b>								
<b>Reconfiguration of Parking at Marina</b>								
3.2.ID	I	2000	02070	grind paving - existing parking lots	262,730	SF	\$ 0.50	\$ 131,365
3.2.ID	I	2000	02070	stockpile grindings - existing parking lots	12,163	CY	\$ 5.00	\$ 60,817
3.2.ID	I	2000	02070	offhaul and dispose grindings - existing parking lots	12,163	CY	\$ 12.00	\$ 145,961
3.2.ID	2	2000	02200	paving and aggregate base - parking	147,600	SF	\$ 10.00	\$ 1,476,000
3.2.ID	2	2020	02600	parking lot drainage	147,600	SF	\$ 1.00	\$ 147,600
3.2.ID	2	2020	02600	electrical on grade parking lighting	147,600	SF	\$ 2.00	\$ 295,200
3.2.ID	3	2010	02230	topsoil - planted areas - parking island	1,940	CY	\$ 95.00	\$ 184,300
3.2.ID	4	2010	02230	bioswale soil	1,660	CY	\$ 75.00	\$ 124,500
3.2.ID	3	2010	02900	planted areas - parking island	17,365	SF	\$ 12.00	\$ 208,380
3.2.ID	4	2010	02900	planting - bioswale	22,294	SF	\$ 8.00	\$ 178,352
<b>Subtotal - Reconfiguration of Parking Lot at Marina</b>								<b>\$ 2,952,475</b>
<b>General Conditions and Markups - 19%</b>								<b>\$ 560,970</b>
<b>GC Bonds - 0.75%</b>								<b>\$ 26,351</b>
<b>Subtotal - CONSTRUCTION HARD COSTS</b>								<b>\$ 3,539,796</b>
<b>Soft Costs - 20%</b>								<b>\$ 707,959</b>
<b>Total</b>								<b>\$ 4,247,756</b>

**EXHIBIT 3.2.1E: Grading/Construction of Recreation Area**

Grading/Construction of Recreation Area includes fine grading and compaction as well as turf landscaping with a sand base, drainage, and irrigation. Rough grading of this area is included in Exhibits 3.2.2A.

**A depiction of these improvements as well as quantities and cost estimates are included in the following pages. These quantities, scope of work, and costs estimates were prepared based on conceptual plans and will be modified when construction drawings are prepared.**



<p><b>KEY NOTES</b></p> <p>1) Shaded area (131,567 SF) to be cleared, line graded, and utilized for the construction of recreation fields. The playing field cross section is built over 7" stabilized sand over 3.5" and Perimeter and interior drainage for two full-size soccer fields is included (totaling 6,000 LF), the drainage system is 4" perforated pipe set in an 8" crushed rock trench treated with fabric trench liner. An irrigation system is also included.</p> <p><b>GENERAL NOTES</b></p> <p>1. Basic map provided by ROMA Design Group - October, 2010.</p>	<p><b>Halhaway 100</b>  <b>Dimwidie</b>          CONSTRUCTION COMPANY</p> <p>HALHAWAY DIMWIDIE          CONSTRUCTION COMPANY          3000 Halhaway Street          Suite 100          San Francisco, CA 94111          Tel: 415 986 2716          Fax: 415 986 1665</p>
<p>Oyster Point Site and Improvement          South San Francisco, CA</p> <p>Conceptual Design Drawing          Exhibit 3.2.1E: Grading / Construction of Recreation Area</p> <p>SKS Investments</p>	<p>3.2.1E</p>



**OYSTER POINT BUSINESS PARK  
SHORENSTEIN / SKS INVESTMENTS**

**LINE ITEM DETAIL**

February 25, 2011

EXHIBIT	KEY	SYS	CSI	DESCRIPTION	Q	U	U/P	EXT
<b>DIAGRAM NOTE</b>								
<b>Grading/Construction of Recreation Area</b>								
3.2.1E	I	2000	02200	fingrade and compact - rec fields	131,567	SF	\$ 2.00	\$ 263,134
3.2.1E	I	2010	02900	drainage line	6,000	LF	\$ 22.00	\$ 132,000
3.2.1E	I	2010	02900	sand - 7"	4,250	TN	\$ 50.00	\$ 212,500
3.2.1E	I	2010	02900	stabilized sand - 3.5"	2,125	TN	\$ 95.00	\$ 201,875
3.2.1E	I	2010	02900	sod	131,567	SF	\$ 1.00	\$ 131,567
3.2.1E	I	2010	02900	irrigation system	131,567	SF	\$ 3.25	\$ 427,593
<b>Subtotal - Grading/Construction of Recreation Area</b>								<b>\$ 1,368,669</b>
<b>General Conditions and Markups - 19%</b>								<b>\$ 260,047</b>
<b>GC Bonds - 0.75%</b>								<b>\$ 12,215</b>
<b>Subtotal - CONSTRUCTION HARD COSTS</b>								<b>\$ 1,640,931</b>
<b>Soft Costs - 20%</b>								<b>\$ 328,186</b>
<b>Total</b>								<b>\$ 1,969,117</b>

**EXHIBIT 3.2.1F: Demo/Grading of Hotel Site**

Demo/Grading of the Hotel Site includes fine grading, compaction, and hydroseeding of this area. Rough grading of this area is included in Exhibits 3.2.2A.

**A depiction of these improvements as well as quantities and cost estimates are included in the following pages. These quantities, scope of work, and costs estimates were prepared based on conceptual plans and will be modified when construction drawings are prepared.**



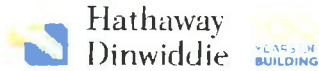
**KEY NOTES**  
 1. Existing structure to be demolished  
 2. Shaded area to be cleared, fine graded, and hydroseeded. Area = 177,880 SF

**GENERAL NOTES**  
 1. Base map provided by KQIMA Design Group, October 2010  
 2. Inset map from Google Maps

**Hathaway Dinwiddie**  
 100 YEARS OF BUILDING  
 HATHAWAY DINWIDDIE  
 CONSTRUCTION COMPANY  
 2750 Bay Street  
 Suite 300  
 San Francisco, CA 94133  
 Tel: 415.968.2728  
 Fax: 415.968.7669

Oyster Point Site and Improvement  
 South San Francisco, CA  
 Conceptual Design Drawing  
 Exhibit 3.2.1F: Demo / Grading of Hotel Site  
 SKS Investments  
 3.2.1F





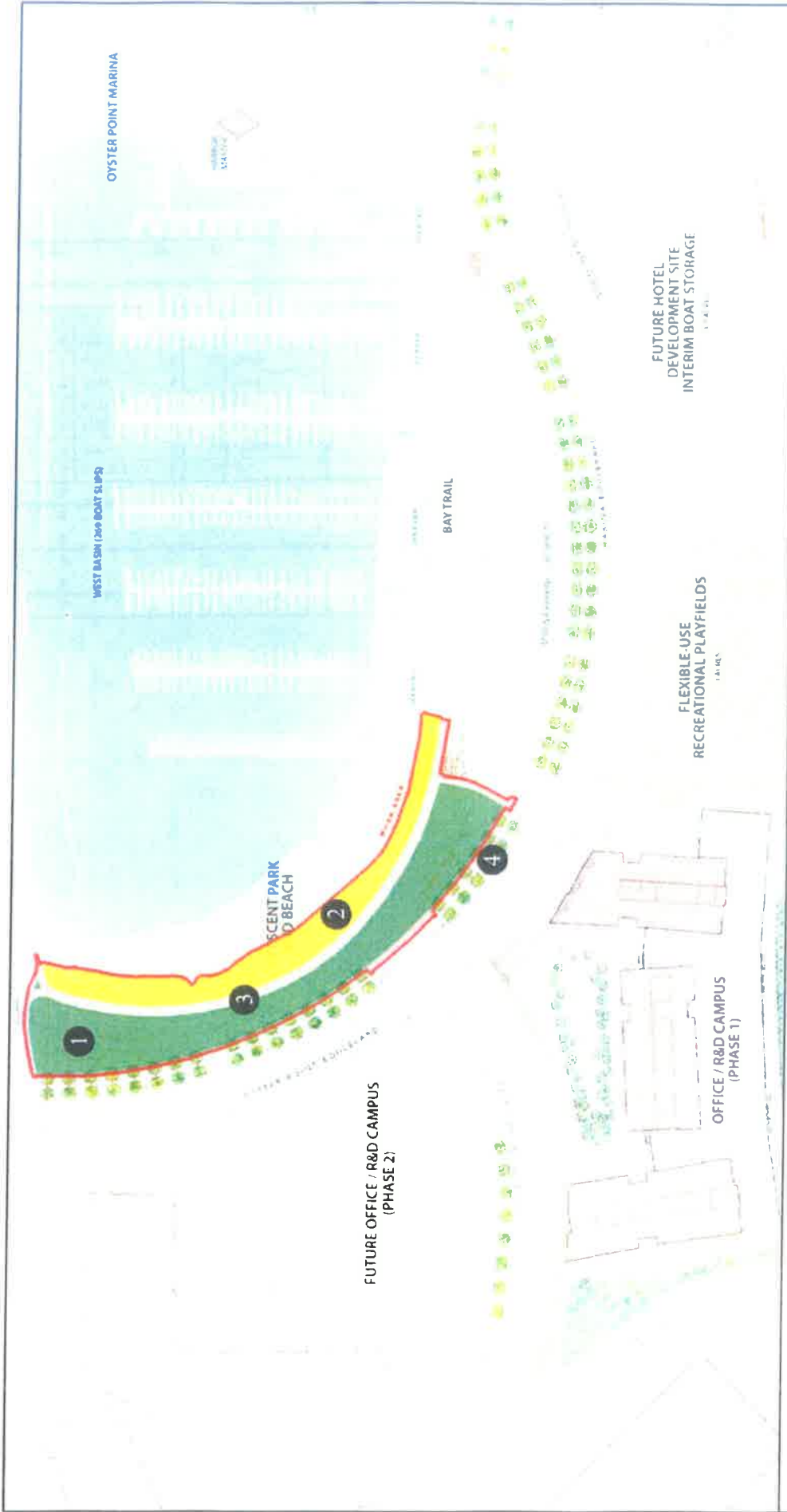
**OYSTER POINT BUSINESS PARK**  
**SHORENSTEIN / SKS INVESTMENTS**  
**LINE ITEM DETAIL**  
**2/25/2011 (revised 3/15/2011)**

EXHIBIT	KEY	SYS	CSI	DESCRIPTION	Q	U	U/P	EXT
<b>DIAGRAM NOTE</b>								
<b>Demo/Grading of Hotel Site</b>								
3.2.1F		1	2000 02070	demo steel framed and tiltup buildings	27,054	SF	\$ 2.75	\$ 74,399
3.2.1F		1	2000 02070	demo guard booth		EA	\$ 5,000.00	\$ 5,000
3.2.1F		2	2000 02200	fingrade and compact - hotel site	169,166	SF	\$ 2.00	\$ 338,332
3.2.1F		2	2010 02900	hydroseed - hotel site	177,880	SF	\$ 0.75	\$ 133,410
<b>Subtotal - Demo/Grading of Hotel Site</b>								<b>\$ 551,141</b>
<b>General Conditions and Markups - 19%</b>								<b>\$ 104,717</b>
<b>GC Bonds - 0.75%</b>								<b>\$ 4,919</b>
<b>Subtotal - CONSTRUCTION HARD COSTS</b>								<b>\$ 660,776</b>
<b>Soft Costs - 20%</b>								<b>\$ 132,155</b>
<b>Total</b>								<b>\$ 792,931</b>

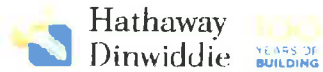
**EXHIBIT 3.2.1G: Landscaping of Beach/Park**

The Beach/Park area is a parcel of approximately 3 acres located to the north and east of the Oyster Point Blvd. and Marina Blvd. intersection. Improvements included in the Beach/Park are grading, finegrading and compaction as well as a landscaping allowance, asphalt paving at the bay trail with concrete seatwalls and lighting, and sand import at the beach area.

**A depiction of these improvements as well as quantities and cost estimates are included in the following pages. These quantities, scope of work, and costs estimates were prepared based on conceptual plans and will be modified when construction drawings are prepared.**



<p><b>KEY NOTES</b></p> <ol style="list-style-type: none"> <li>1. Area shaded in green is considered Crescent Park, and totals 69,721 SF. This area to be fine graded and receive 24" topsoil and planting.</li> <li>2. Area shaded in pink is considered Bay Trail, and totals 18,794 SF. This area to be fine graded and then constructed with a section of 4" asphalt concrete over 8" aggregate base.</li> <li>3. Area shaded in yellow is considered Crescent Beach, and totals 33,174 SF. This area to be fine graded and receive 24" of imported sand. Work also includes torchiere lighting (25 EA) and a two-tier cement concrete seawall at the boundary to Crescent Park (1,590 LF).</li> <li>4. Palm trees and sidewalk at Oyster Point Boulevard are with the improvements for "Landscaping at BCDC Area in City Parks (C)" (see Exhibit W 8).</li> </ol> <p><b>GENERAL NOTES</b></p> <ol style="list-style-type: none"> <li>1. Base map provided by ROMA Design Group, October, 2010</li> <li>2. No work is planned below high tide line</li> </ol>	<p><b>Halway 100</b>  <b>Dimwiddle</b>  <small>CONSTRUCTION</small></p> <p>HALWAY DIMWIDDLE      CONSTRUCTION COMPANY      375 Hayes Avenue      Suite 300      San Francisco, CA 94111      Tel: 415.946.3718      Fax: 415.946.5609</p>	<p>Oyster Point Site and Improvement          South San Francisco, CA</p> <p>Conceptual Design Drawing          Exhibit 3.2.1G: Landscaping of Beach / Park</p> <p>SKS Investments</p>	<p>3.2.1G</p>
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**OYSTER POINT BUSINESS PARK  
SHORENSTEIN / SKS INVESTMENTS**

**LINE ITEM DETAIL**

February 25, 2011

EXHIBIT	KEY	SYS	CSI	DESCRIPTION	Q	U	U/P	EXT
DIAGRAM NOTE								
<b>Landscaping of Beach/Park</b>								
3.2.1G	I and 2		2000 02200	fingrade and compact - crescent park	87,585	SF	\$ 2.00	\$ 175,170
3.2.1G	3		2000 02200	fingrade and compact - crescent beach	33,174	SF	\$ 2.00	\$ 66,348
3.2.1G	1		2000 02200	topsoil - crescent park	6,490	CY	\$ 95.00	\$ 616,550
3.2.1G	3		2000 02200	imported sand - 24" - crescent beach	2,460	TN	\$ 65.00	\$ 159,900
3.2.1G	3		2010 02550	concrete seawall - crescent beach	1,590	LF	\$ 125.00	\$ 198,750
3.2.1G	1		2010 02900	landscaping - crescent park	69,721	SF	\$ 12.00	\$ 836,652
3.2.1G	2		2010 02900	bay trail - crescent park	17,864	SF	\$ 12.00	\$ 214,368
3.2.1G	2		2020 02600	bay trail lighting - torchieres - crescent park	25	EA	\$ 6,500.00	\$ 162,500
<b>Subtotal - Landscaping of Beach/Park</b>								<b>\$ 2,430,238</b>
<b>General Conditions and Markups - 19%</b>								<b>\$ 461,745</b>
<b>GC Bonds - 0.75%</b>								<b>\$ 21,690</b>
<b>Subtotal - CONSTRUCTION HARD COSTS</b>								<b>\$ 2,913,673</b>
<b>Soft Costs - 20%</b>								<b>\$ 582,735</b>
<b>Total</b>								<b>\$ 3,496,408</b>

### **EXHIBIT 3.2.1H: Landscaping at Bay Trail and Palm Promenade – Phase IC**

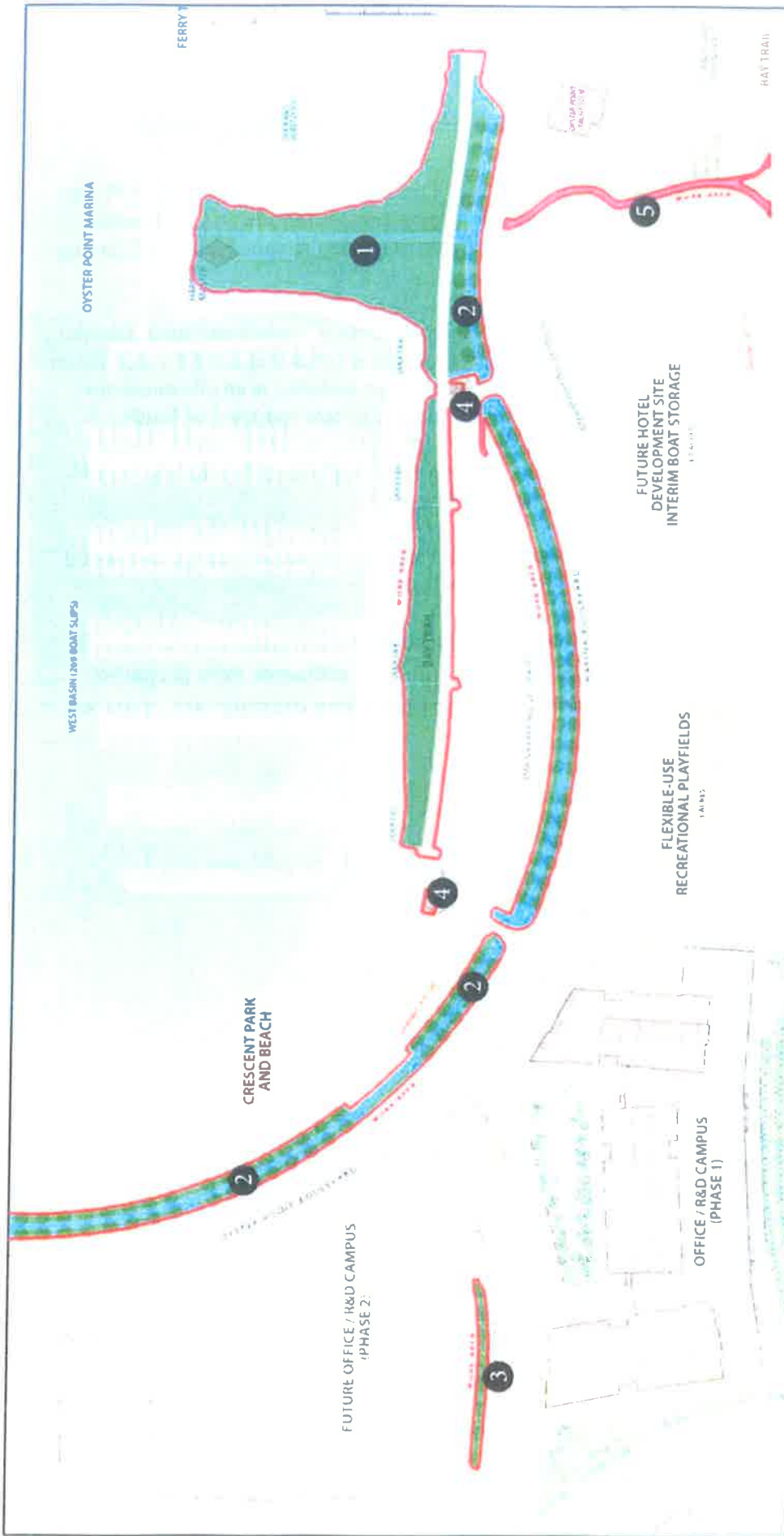
The “Palm Promenade” is a band of land east of the new Oyster Point Blvd. and north of Marina Blvd. that stretches to the west of the Ferry Terminal. Improvements include new sidewalks, Canary Island Palm trees with sand/root bed/structural soil, drainage, irrigation, and landscaping between trees.

Improvements at the Bay Trail consist of finegrading and compaction, asphalt paving of the trail with lighting, as well as a landscaping/topsoil allowance. There is an additional allowance for an improved connection to the existing Bay Trail to the south. Also included is an allowance for two new restrooms which will be single-story structures modest in size and level of finish.

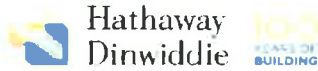
An allowance is included for improvements to the existing Bay Trail connection running north-south across the Point between the future hotel site and Phase IIC.

The palm trees in the median on Oyster Boulevard west of the intersection of Marina Boulevard are also included in the overall budget for this work area.

**A depiction of these improvements as well as quantities and cost estimates are included in the following pages. These quantities, scope of work, and costs estimates were prepared based on conceptual plans and will be modified when construction drawings are prepared.**



<p><b>KEY NOTES</b></p> <ol style="list-style-type: none"> <li>Green standing at I&amp;EDL is considered New planting areas and totals 106,191 SF. This area to be fine graded and then constructed with a cross section of planting over 24" of topsoil. Risk shading is considered 8.1% and total 194,559 SF. This area to be fine graded and then constructed with a section of 4" asphalt concrete over 6" aggregate base. Work at the Bay Trail and Palm Promenade consisting of City sidewalk 179,890 SF, canopy palm trees 108 EA installed directly north of Marina Boulevard. Sidewalk areas are fine graded and then constructed with planting beds of planted areas 145,639 SF will be aggregate base. Work at each palm tree includes a sand root bed (totaling 2,300 TN) and a linear french drain section (totaling 1,915 LF). Planted areas are fine graded and receive 24" topsoil and planting.</li> <li>An additive alternative to work at this area is the installation of 8 canopy palm trees at the west spur of Oyster Point Boulevard. Requirements at this area would include a sand root bed (totaling 350 TN), additional topsoil import (totaling 10 CY), and a linear french drain section (totaling 100 LF).</li> <li>No work is planned below high tide line.</li> <li>No allowance for an improved Bay Trail connection is included.</li> </ol> <p>1. Base map provided by ROMA Design Group, October 2019</p>	<p><b>Hathaway Dinwiddie</b></p> <p>HATHAWAY DINWIDDIE CONSTRUCTION COMPANY 275 Isaac Street Suite 200 San Francisco, CA 94111 Tel: 415.988.3718 Fax: 415.956.5619</p>	<p><b>Oyster Point Site and Improvement</b> South San Francisco, CA</p> <p><b>Conceptual Design Drawing</b> Exhibit 3.2.1H Landscaping at BDC Area and Palm Promenade</p> <p>SKS Investments</p> <p>3.2.1H</p>
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**OYSTER POINT BUSINESS PARK  
SHORENSTEIN / SKS INVESTMENTS**

**LINE ITEM DETAIL  
February 25, 2011**

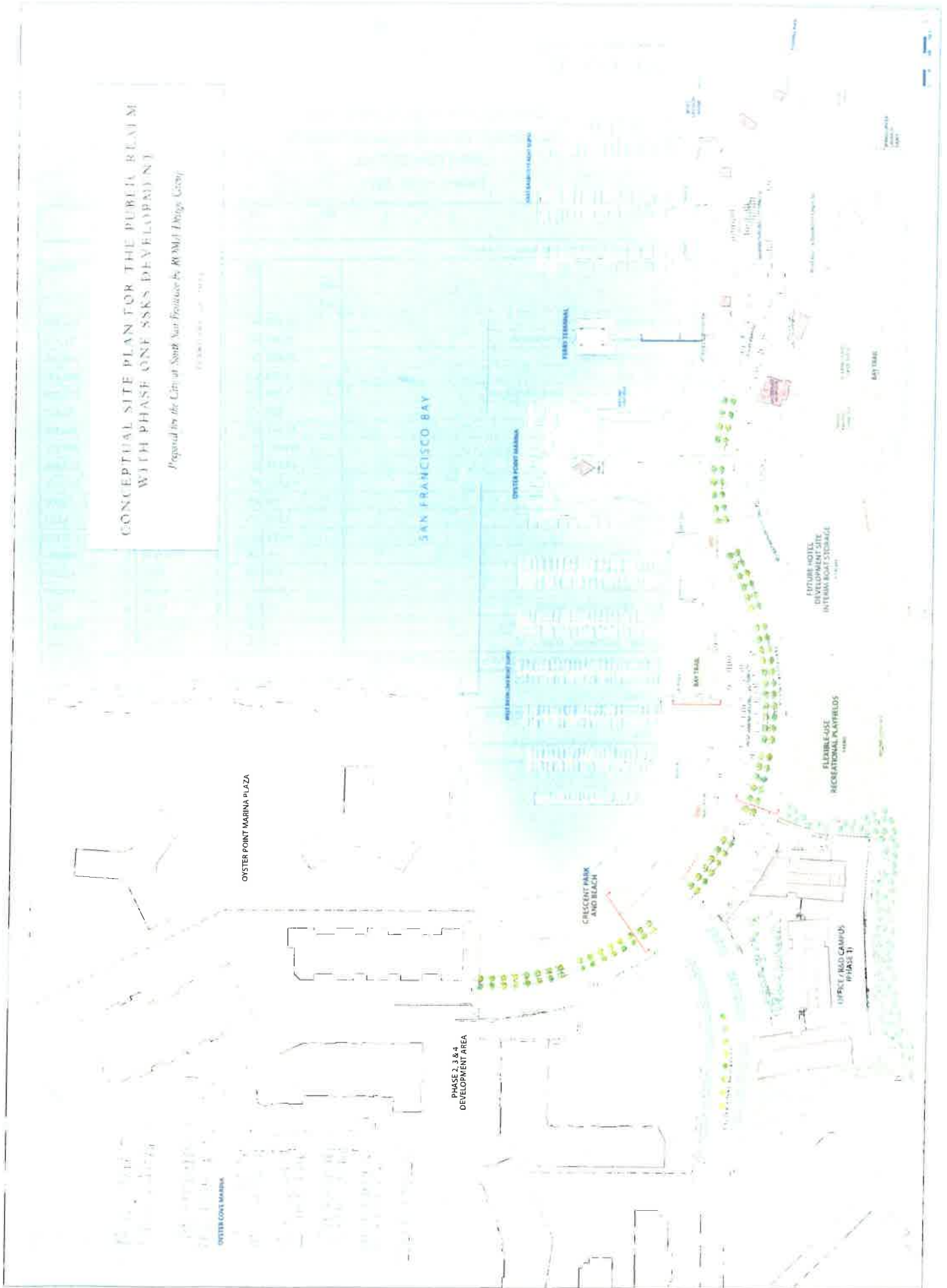
EXHIBIT	KEY	SYS	CSI	DESCRIPTION	Q	U	U/P	EXT
<b>DIAGRAM NOTE</b>								
<b>Landscaping at Bay Trail and Palm Promenade - Phase IC</b>								
3.2.1H	4	0001	01090	restrooms - city parking		2	EA	\$ 125,000 \$ 250,000
3.2.1H	4	0001	01090	ejection pit	incl			incl
3.2.1H	4	0001	01090	forced main	incl			incl
3.2.1H	1	2000	02200	finegrade and compact - bc dc	125,850	SF	\$ 2.00	\$ 251,700
3.2.1H	2	2000	02200	finegrade and compact - palm promenade	45,639	SF	\$ 2.00	\$ 91,278
3.2.1H	2	2000	02200	aggregate base - sidewalks	29,890	SF	\$ 4.00	\$ 119,560
3.2.1H	1	2000	02200	topsoil - 24" - bc dc	9,330	CY	\$ 95.00	\$ 886,350
3.2.1H	2	2000	02200	topsoil - 24" - planted areas - palm promenade	3,390	CY	\$ 95.00	\$ 322,050
3.2.1H	2	2000	02200	topsoil - trees - canary palms	870	CY	\$ 95.00	\$ 82,650
3.2.1H	2	2010	02550	sidewalk - palm promenade	38,175	SF	\$ 8.00	\$ 305,400
3.2.1H	1	2010	02900	landscaping - bc dc	106,191	SF	\$ 12.00	\$ 1,274,292
3.2.1H	1	2010	02900	bay trail - bc dc	19,659	SF	\$ 12.00	\$ 235,908
3.2.1H	2	2010	02900	planted areas - palm promenade	45,639	SF	\$ 12.00	\$ 547,668
3.2.1H	2	2010	02900	canary palms - marina boulevard	108	EA	\$ 11,000.00	\$ 1,188,000
3.2.1H	2	2010	02900	sand root bed	2,300	TN	\$ 50.00	\$ 115,000
3.2.1H	2	2010	02900	french drain	1,975	LF	\$ 65.00	\$ 128,375
3.2.1H	3	2010	02900	canary palms - median	8	EA	\$ 11,000.00	\$ 88,000
3.2.1H	3	2010	02900	sand root bed - median	350	TN	\$ 50.00	\$ 17,500
3.2.1H	3	2010	02900	french drain - median	300	LF	\$ 65.00	\$ 19,500
3.2.1H	3	2010	02230	topsoil - trees - canary palms - median	10	CY	\$ 95.00	\$ 950
3.2.1H	5	2010	2900	Allowance for Improved Bay Trail Connection	1	EA	\$ 468,491.00	\$ 468,491
3.2.1H	1	2020	02600	bay trail lighting - torchieres - bc dc	36	EA	\$ 6,500.00	\$ 234,000
<b>Subtotal - Landscaping at Bay Trail and Palm Promenade Phase IC</b>								<b>\$ 6,626,672</b>
<b>General Conditions and Markups - 19%</b>								<b>\$ 1,259,068</b>
<b>GC Bonds - 0.75%</b>								<b>\$ 59,143</b>
<b>Subtotal - CONSTRUCTION HARD COSTS</b>								<b>\$ 7,944,883</b>
<b>Soft Costs - 20%</b>								<b>\$ 1,588,977</b>
<b>Total</b>								<b>\$ 9,533,859</b>



**CONCEPTUAL SITE PLAN FOR THE PUREIA REAM  
WITH PHASE ONE SSKS DEVELOPMENT**

*Prepared by de Cima et South San Francisco by ROMI Design Group*

February 14, 2013



OYSTER POINT MARINA PLAZA

SAN FRANCISCO BAY

PHASE 2, 3 & 4  
DEVELOPMENT AREA

CRESCENT PARK  
AND BEACH

FLEXIBLE-USE  
RECREATIONAL PLAYFIELDS

FUTURE HOTEL  
DEVELOPMENT SITE  
INTERIM BOAT STORAGE

OFFICE / R&D CAMPUS  
(PHASE 1)

PHASE 1

PHASE 1

PHASE 1



**Exhibit 3.2.2**

**Phase ID Site and Infrastructure Improvements: Description and Cost**

### **EXHIBIT 3.2.2A: Clay Cap Repair at Conveyed Property**

The eastern peninsula of Oyster Point was formerly operated as a municipal (Class III) landfill starting in the 1950s. The landfill was closed in the 1970s in accordance with the State of California Regional Water Quality Control Board (RWQCB) regulatory guidelines that governed at the time. This closure was completed prior to the adoption of California Code of Regulations Title 27, which currently regulates Class III landfill closures. In June 2000, the RWQCB issued Order No. 00-046 which states that where new development is planned of a closed Class III landfill, a cap shall be placed on the landfill that meets the applicable post-closure maintenance requirements outlined in Title 27.

In February 2009, Treadwell and Rollo issued a report entitled “Geotechnical Investigation of the Landfill Cover, Oyster Point Landfill,” which outlines modifications to the clay cap necessary to meet the requirements of Title 27. These modifications include increasing the thickness of the Landfill Cover in approximately seven areas, increasing the thickness of the Low Hydraulic Conductivity Layer (clay layer) in approximately four areas, and reducing the permeability of the Low Hydraulic Conductivity Layer in one area (this also could be accomplished by thickening the clay layer).

The prescriptive cap/cover designated in Title 27, Section 21090 for Class III landfills consists of the following layers, from top to bottom:

- Erosion-resistant layer (via vegetative layer): at least one foot of soil that contains no waste and is capable of sustaining native or other plant growth
- Low hydraulic conductivity layer: at least one foot of soil containing no waste or leachate and compacted to attain a hydraulic conductivity of  $1 \times 10^{-6}$  cm/sec
- Foundation layer: at least two feet of soil, contaminated soil, incinerator ash, or other waste materials, provided that such materials have appropriate engineering properties to be used for a foundation layer for construction of the low hydraulic conductivity layer

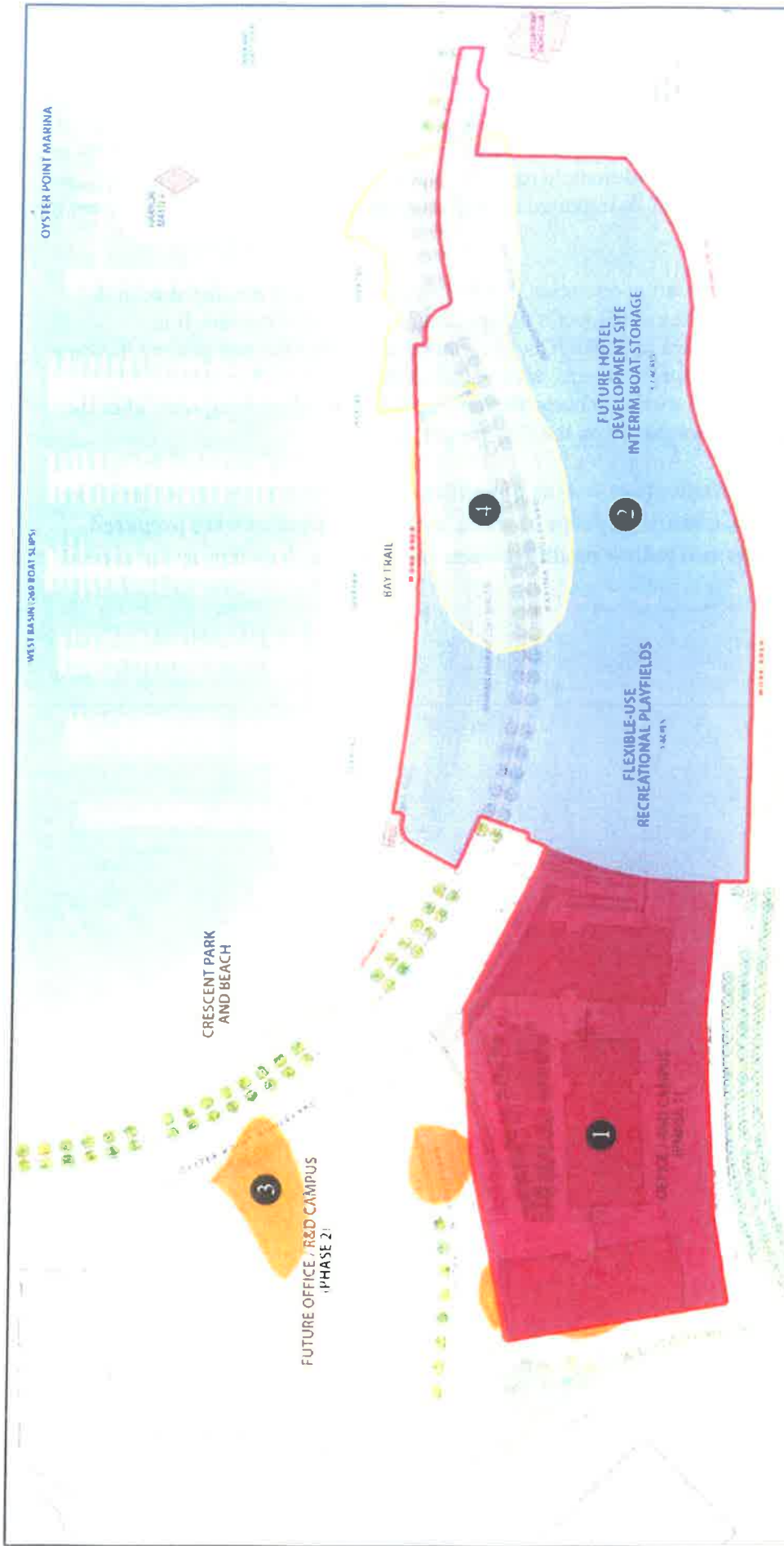
“Clay Cap Repair at Conveyed Property” refers to all clay cap and landfill cover necessary to be implemented on the Developer Property and as a result of refuse relocation from the Developer Property as described in Exhibit 3.2.2D. Should the area of clay cap and landfill cover necessary as a result of refuse relocation from the Developer Property overlap with the landfill cover improvements shown in Exhibit 3.2.1B and 3.2.1C, then the landfill cover improvements in those Exhibits (3.2.1B and 3.2.1C) will no longer be necessary at the overlap areas as they will be included in the scope of this Exhibit.

In the areas where refuse relocation from the developer’s property onto the City property is required, the developer will be responsible for restoration of clay cap and grading of the site according to final construction drawings and consistent with the conceptual plans and grading plan prepared by ROMA referenced in the Exhibit 3.2.1. This conceptual grading plan represents the maximum finish elevations as a result of the refuse relocation. Actual finish elevations as a result of refuse relocation may be lower. The final construction plans will establish the exact elevations of the finished improvements. In areas of refuse relocation required by the developer, the developer will be responsible for grading of the site to be no more than 0.2 feet elevation of

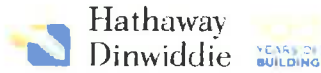
finish grades. Conformance of this requirement is to be confirmed by the City within 30 days of completing the work. The developer will not be responsible for grading of the City's property in areas where refuse relocation is not ultimately required. This grading requirement will be utilized both in areas where no top soil will be imported as well as areas where there may be an import of up to 24 inches of top soil.

At the conclusion of refuse relocation operation, the responsibility for site maintenance in its rough graded condition will be the developer's for maximum of three (3) months. It is anticipated that site improvements in Phase IC will commence shortly after site grading has been completed. In the event of site improvements have not commenced within three (3) months of completion of grading, the City shall reimburse the developer for the all ongoing costs after the initial three (3) months for maintenance on the City property.

**A depiction of these improvements as well as quantities and cost estimates are included in the following pages. These quantities, scope of work, and costs estimates were prepared based on conceptual plans and will be modified when construction drawings are prepared.**



<p><b>KEY NOTES</b></p> <ol style="list-style-type: none"> <li>1. Maroon shading indicates areas of New clay cap under parking (up to 222,200 SF). Cross section includes: 1'-0" protection layer, 1'-0" low permeability layer, and 2'-0" foundation layer.</li> <li>2. Purple shading indicates areas of New clay cap at refuse deposit area (up to 545,000 SF). Cross section includes: 1'-0" protection layer, 1'-0" low permeability layer, and 2'-0" foundation layer.</li> <li>3. Orange shading indicates areas where landfill cover is less than 4'-0". Final design grades at these areas to compensate; no clay cap repair required.</li> <li>4. Grey shading indicates areas of clay cap repairs related to other work; see Exhibit 3.2.1B and 3.2.1C.</li> </ol> <p><b>GENERAL NOTES</b></p> <ol style="list-style-type: none"> <li>1. <b>Base map provided by ROMA Design Group, October 2010.</b></li> <li>2. Geotechnical base provided in "Geotechnical Investigation of the Landfill Cover Oyster Point Landfill" from Treadwell &amp; Palle, dated February 13, 2009.</li> </ol>	 <p>HALWAY 100 BUILDING DINWIDDIE</p> <p>HALWAY DINWIDDIE CONSTRUCTION COMPANY</p> <p>275 Alvarado Street San Francisco, CA 94111 tel: 415.986.2718 fax: 415.986.6466</p>	<p>Oyster Point Site and Improvement South San Francisco, CA</p> <p>Conceptual Design Drawing Exhibit 3.2.2A: Clay Cap Repair at Conveyed Property</p>	<p>SKS Investments</p> <p>3.2.2A</p>
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**OYSTER POINT BUSINESS PARK  
SHORENSTEIN / SKS INVESTMENTS**

**LINE ITEM DETAIL  
February 25, 2011**

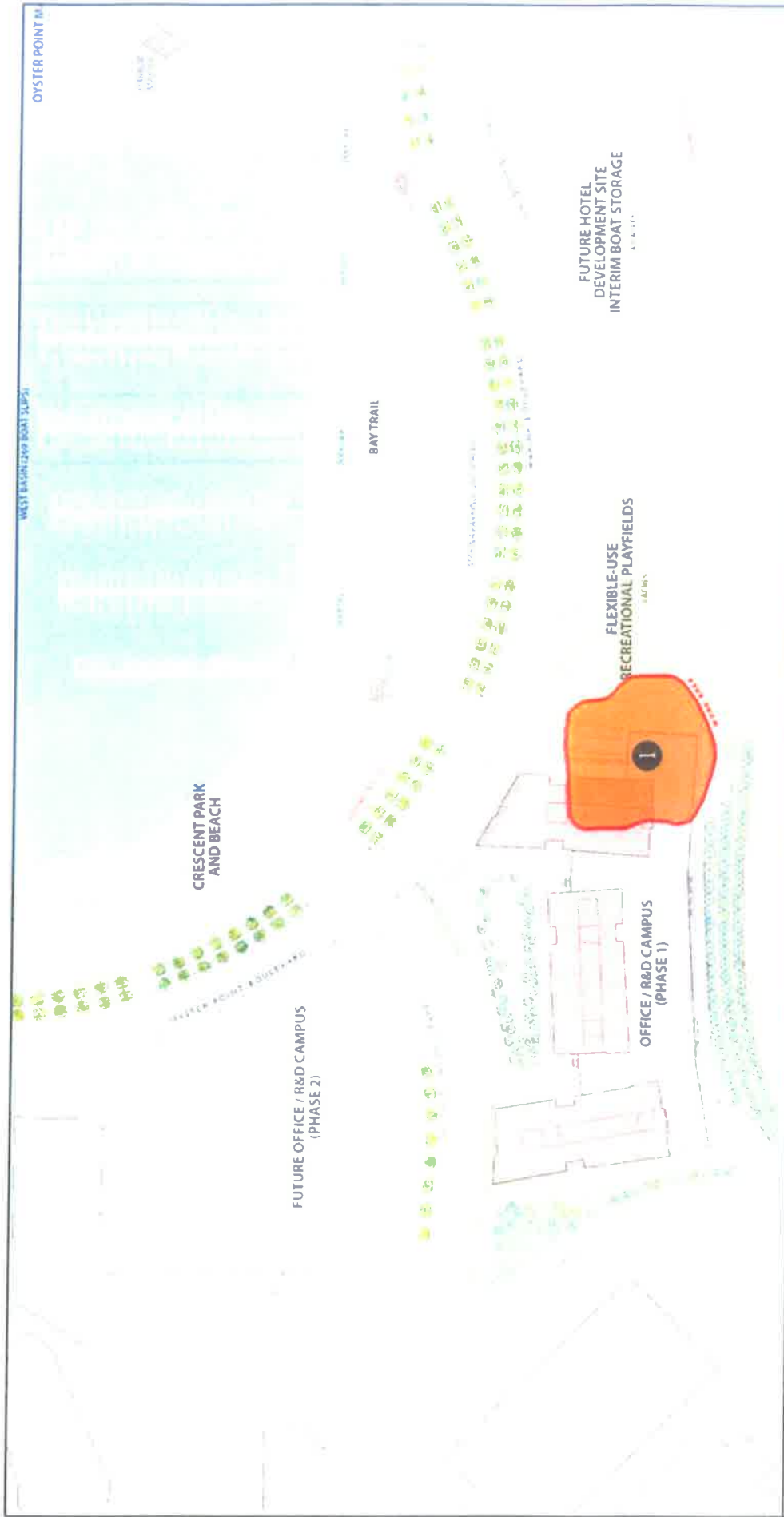
EXHIBIT	KEY	SYS	CSI	DESCRIPTION	Q	U	U/P	EXT
<b>DIAGRAM NOTE</b>								
<b>Clay Cap Repair at Conveyed Property</b>								
3.2.2A	3	2000	02200	misc soil material - existing on site - see other estimates	*****			*****
3.2.2A	1 and 2	2000	02200	place foundation layer	56.910	CY	\$ 6.00	\$ 341.460
3.2.2A	1	2000	02200	place clay cap - under parking	223.200	SF	\$ 2.00	\$ 446.400
3.2.2A	2	2000	02200	place clay cap - refuse deposit area	545.000	SF	\$ 2.00	\$ 1,090.000
3.2.2A	1 and 2	2000	02200	place protection layer	28.455	CY	\$ 5.00	\$ 142.275
<b>Subtotal - Clay Cap Repair at Conveyed Property</b>								<b>\$ 2,020,135</b>
<b>General Conditions and Markups - 19%</b>								<b>\$ 383,826</b>
<b>GC Bonds - 0.75%</b>								<b>\$ 18,030</b>
<b>Subtotal - CONSTRUCTION HARD COSTS</b>								<b>\$ 2,421,990</b>
<b>Soft Costs - 20%</b>								<b>\$ 484,398</b>
<b>Total</b>								<b>\$ 2,906,388</b>

### **EXHIBIT 3.2.2B: Cleanup of Sump 1**

Available documents provide a description of historical landfill operations which included the acceptance and on-site discharge of bulk liquid wastes. Treadwell and Rollo has estimated that 225,000 gallons of these liquid wastes were discharged into a large pit, approximately 20 feet deep located within the landfill which has become identified as Sump 1. In April 2009, Treadwell and Rollo issued a report entitled “Draft Sump 1 Investigation, Former Oyster Point Landfill”, which outlines the current extent and characterization of Sump 1 based on document review and field investigation. “Cleanup of Sump 1” describes the remediation of the area identified in the Treadwell and Rollo report as “Sump 1”. The Cleanup of Sump 1 could be accomplished by either of two potential options for remediation. These two options are described in a subsequent memorandum by Treadwell and Rollo, titled “Sumps 1 and 2: Cost Estimates for Development-related Remediation”, and dated March 20, 2009, as the “In-situ Source Removal” alternative and “Excavation and Disposal” alternative. Based on the conditions found before and during construction, the preferred option for remediation will be determined by S/SKS. An estimate of the more expensive option has been used as the basis for costs identified in this Exhibit.

**A depiction of these improvements as well as quantities and cost estimates are included in the following pages.**

**These quantities, scope of work, and costs estimates were prepared based on conceptual plans and will be modified when construction drawings are prepared.**



<b>KEY NOTES</b> 1. Shaded area indicates conceptual extent of Sump 1. Estimated volume = 10,000 CY. <b>GENERAL NOTES</b> 1. Base map provided by ROMA Design Group, October 2010	<p>HATHAWAY DINWIDDIE CONSTRUCTION COMPANY 175 Hayes Street Suite 300 San Francisco, CA 94111 Tel: 415.969.2718 Fax: 415.969.6669</p>	<b>Oyster Point Site and Improvement</b> South San Francisco, CA
		<b>Conceptual Design Drawing</b> Exhibit 3.2.2B: Cleanup of Sump 1
<b>SKS Investments</b>		<b>3.2.2B</b>



**OYSTER POINT BUSINESS PARK  
SHORENSTEIN / SKS INVESTMENTS**

**LINE ITEM DETAIL**

February 25, 2011

EXHIBIT	KEY	SYS	CSI	DESCRIPTION	Q	U	U/P	EXT
<b>DIAGRAM NOTE</b>								
<b>Cleanup of Sump 1</b>								
3.2.2B			0001 01090	industrial sump mitigation	10,000	CY	\$ 250.00	\$ 2,500,000
<b>Subtotal - Cleanup of Sump 1</b>								<b>\$ 2,500,000</b>
<b>General Conditions and Markups - 19%</b>								<b>\$ 475,000</b>
<b>GC Bonds - 0.75%</b>								<b>\$ 22,313</b>
<b>Subtotal - CONSTRUCTION HARD COSTS</b>								<b>\$ 2,997,313</b>
<b>Soft Costs - 20%</b>								<b>\$ 599,463</b>
<b>Total</b>								<b>\$ 3,596,775</b>



### **EXHIBIT 3.2.2C: Methane Systems at Conveyed Property**

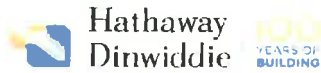
In order for new development to be constructed on closed Class III landfills, Title 27 of the California Code of Regulations requires that appropriate action be taken to mitigate and monitor the effects of landfill gas accumulation (primarily methane) in on-site structures. Treadwell and Rollo prepared a conceptual design for a methane mitigation system at the structures in Phase I and Phase II of the Developer Project which will be constructed on the former landfill area, which is described in a memorandum titled "Methane Mitigation Systems: Description and Unit Costs, Oyster Point Landfill" dated January 29, 2009. This system consists of vapor barrier membranes beneath the structural building slabs, a horizontal collection and venting system installed below the membrane, utility trench cutoffs that will seal the locations where utilities enter the buildings, perimeter cutoff trench to mitigate offsite methane migration, and a gas detection and monitoring system.

**A depiction of these improvements as well as quantities and cost estimates are included in the following pages.**

**These quantities, scope of work, and costs estimates were prepared based on conceptual plans and will be modified when construction drawings are prepared.**



<p><b>KEY NOTES</b></p> <ol style="list-style-type: none"> <li>1. Shaded area (up to 223,200 SF) indicates methane mitigation at building. Medium rock collection venting, geomembrane gas barrier, and methane detection system are included</li> <li>2. Replacement of approximately 1,000 LF of methane cutoff trench with methane monitoring</li> <li>3. Existing ground water monitoring wells on site to be relocated. Quantity = 8 EA.</li> </ol> <p><b>GENERAL NOTES</b></p> <ol style="list-style-type: none"> <li>1. Base map provided by ROMA Design Group, October, 2010</li> <li>2. Geotechnical basis provided in "Methane Mitigation System: Description and Unit Costs" by Treatwell &amp; Rolfe, dated January 29, 2009</li> </ol>	<p><b>HALWAY DINWIDDIE CONSTRUCTION COMPANY</b>          2700 Bayview Street          Suite 200          San Francisco, CA 94134          Tel: 415.969.3748          Fax: 415.969.5609</p>	<p>Oyster Point Site and Improvement          South San Francisco, CA</p> <p>Conceptual Design Drawing          Exhibit 3.2.2C: Methane Systems at Conveyed Property</p> <p>SKS Investments</p> <p>3.2.2C</p>
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**OYSTER POINT BUSINESS PARK  
SHORENSTEIN / SKS INVESTMENTS**

**LINE ITEM DETAIL  
February 25, 2011**

EXHIBIT	KEY	SYS	CSI	DESCRIPTION	Q	U	U/P	EXT
<b>DIAGRAM NOTE</b>								
<b>Methane Systems at Conveyed Property</b>								
3.2.2C	3	2000	02920	relocate ground water monitoring wells	8	EA	\$ 12,500.00	\$ 100,000
3.2.2C	2	2000	02920	relocate methane cutoff trench	1,000	LF	\$ 250.00	\$ 250,000
3.2.2C	2	2000	02920	methane monitoring at trench	1	LS	\$ 75,000.00	\$ 75,000
3.2.2C	1	2000	02920	methane rock	19,840	TN	\$ 65.00	\$ 1,289,600
3.2.2C	1	2000	02920	methane collection and venting system	223,200	SF	\$ 2.75	\$ 613,800
3.2.2C	1	2000	02920	geomembrane gas barrier	223,200	SF	\$ 4.75	\$ 1,060,200
3.2.2C	1	2000	02920	geotextile fabric	incl			incl
3.2.2C	1	2000	02920	methane detection system	1	LS	\$ 75,000.00	\$ 75,000
<b>Subtotal - Methane Systems at Conveyed Property</b>								<b>\$ 3,463,600</b>
<b>General Conditions and Markups - 19%</b>								<b>\$ 658,084</b>
<b>GC Bonds - 0.75%</b>								<b>\$ 30,913</b>
<b>Subtotal - CONSTRUCTION HARD COSTS</b>								<b>\$ 4,152,597</b>
<b>Soft Costs - 20%</b>								<b>\$ 830,519</b>
<b>Total</b>								<b>\$ 4,983,116</b>

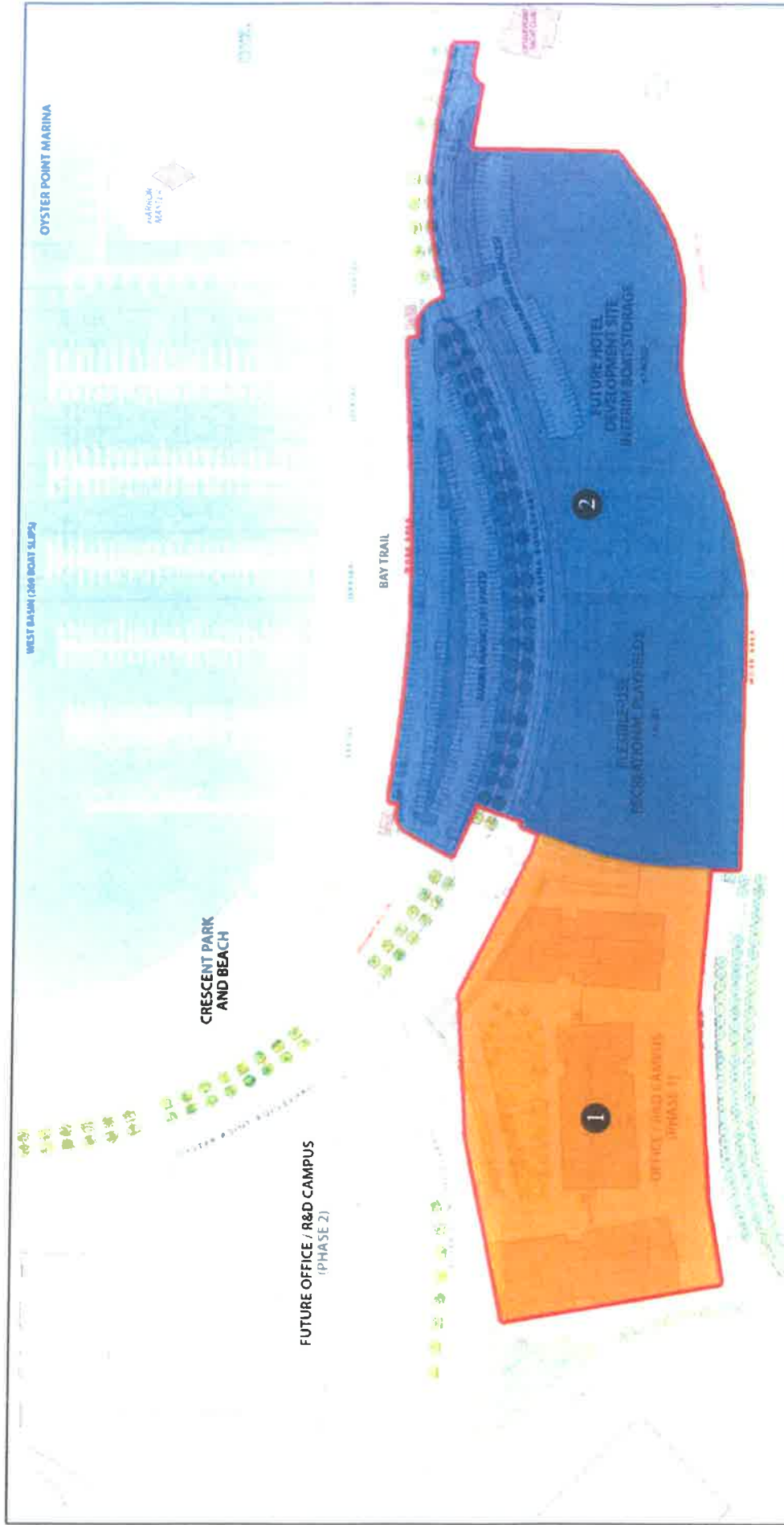
**EXHIBIT 3.2.2D: Relocation of Refuse under Buildings at Conveyed Property**

In order for structures, streets, utilities and other improvements to be located at the grades and elevations desired by both the City and the Developer, onsite grading must be completed. At certain areas of the landfill this grading requires the relocation of refuse from below planned structures and adjacent areas to other areas on site such as the recreation fields, marina parking areas and/or hotel site. This refuse relocation process will include proper excavation, transport, temporary covering, compaction and re-closure of the landfill cover. As the exact volume of relocated refuse after compaction is unknown, the assumed grading plan represents a conservative estimate of the maximum envelop for grade elevations.

Landfill cover and grading associated with this refuse relocation is included in Exhibit 3.2.2A and all provision regarding grading shall apply to related work in this exhibit.

**A depiction of these improvements as well as quantities and cost estimates are included in the following pages.**

**These quantities, scope of work, and costs estimates were prepared based on conceptual plans and will be modified when construction drawings are prepared.**



<b>KEY NOTES</b> 1. Refuse collected from excavation for the New building (up to 90,000 CY) is placed in the fill zone in the shaded area. The refuse relocation process requires a temporary cover operation - conducted with tarps - for in-process areas (up to 876,200 SF for the entire relocation operation). At the completion of refuse relocation, design grades in the shaded area are achieved by soil backfill (up to 60,000 CY). Clean soil to be offhauled if necessary (up to 21,400 CY) has been included.  <b>GENERAL NOTES</b> 1. Base map provided by KUMA Design Group, October, 2010. 2. The fill zone represents the maximum area necessary for refuse relocation. Actual area utilized may be less. 3. Design grades are based upon "Conceptual Grading Plan" provided by Wilsey Ham Engineers, dated October 12, 2010.	 HALHAWAY DINWIDDIE CONSTRUCTION COMPANY 275 West 7 Street Suite 300 San Francisco, CA 94111 Tel: 415.986.3718 Fax: 415.956.5669	<b>Oyster Point Site and Improvement</b> South San Francisco, CA
		<b>Conceptual Design Drawing</b> Exhibit 3.2.2D: Relocation of Refuse
<b>SKS Investments</b>		3.2.2D



**OYSTER POINT BUSINESS PARK  
SHORENSTEIN / SKS INVESTMENTS**

**LINE ITEM DETAIL**

February 25, 2011

EXHIBIT	KEY	SYS	CSI	DESCRIPTION	Q	U	U/P	EXT
<b>DIAGRAM NOTE</b>								
<b>Relocation of Refuse under Buildings at Conveyed Property</b>								
3.2.2D			2000 02200	collect refuse - building	90,000	CY	\$ 7.50	\$ 675,000
3.2.2D			2000 02200	place refuse - developer parcel	90,000	CY	\$ 7.50	\$ 675,000
3.2.2D			2000 02200	tarping	916,200	SF	\$ 0.35	\$ 320,670
3.2.2D			2000 02200	mass grading - cut - collect landfill protection layer	155,000	CY	\$ 4.25	\$ 658,750
3.2.2D			2000 02200	export clean fill	21,600	CY	\$ 20.00	\$ 432,000
3.2.2D			2000 02200	fill to grade - city parcel	60,000	CY	\$ 4.25	\$ 255,000
3.2.2D			2000 02200	fill to grade - pad elevation - parking cut	33,000	CY	\$ 8.00	\$ 264,000
<b>Subtotal - Relocation of Refuse under Buildings at Conveyed Property</b>								<b>\$ 3,280,420</b>
<b>General Conditions and Markups - 19%</b>								<b>\$ 623,280</b>
<b>GC Bonds - 0.75%</b>								<b>\$ 29,278</b>
<b>Subtotal - CONSTRUCTION HARD COSTS</b>								<b>\$ 3,932,978</b>
<b>Soft Costs - 20%</b>								<b>\$ 786,596</b>
<b>Total</b>								<b>\$ 4,719,573</b>

**Exhibit 3.3.1**

Phase IID, IIID, and IVD Site and Infrastructure Improvements: Description and Cost

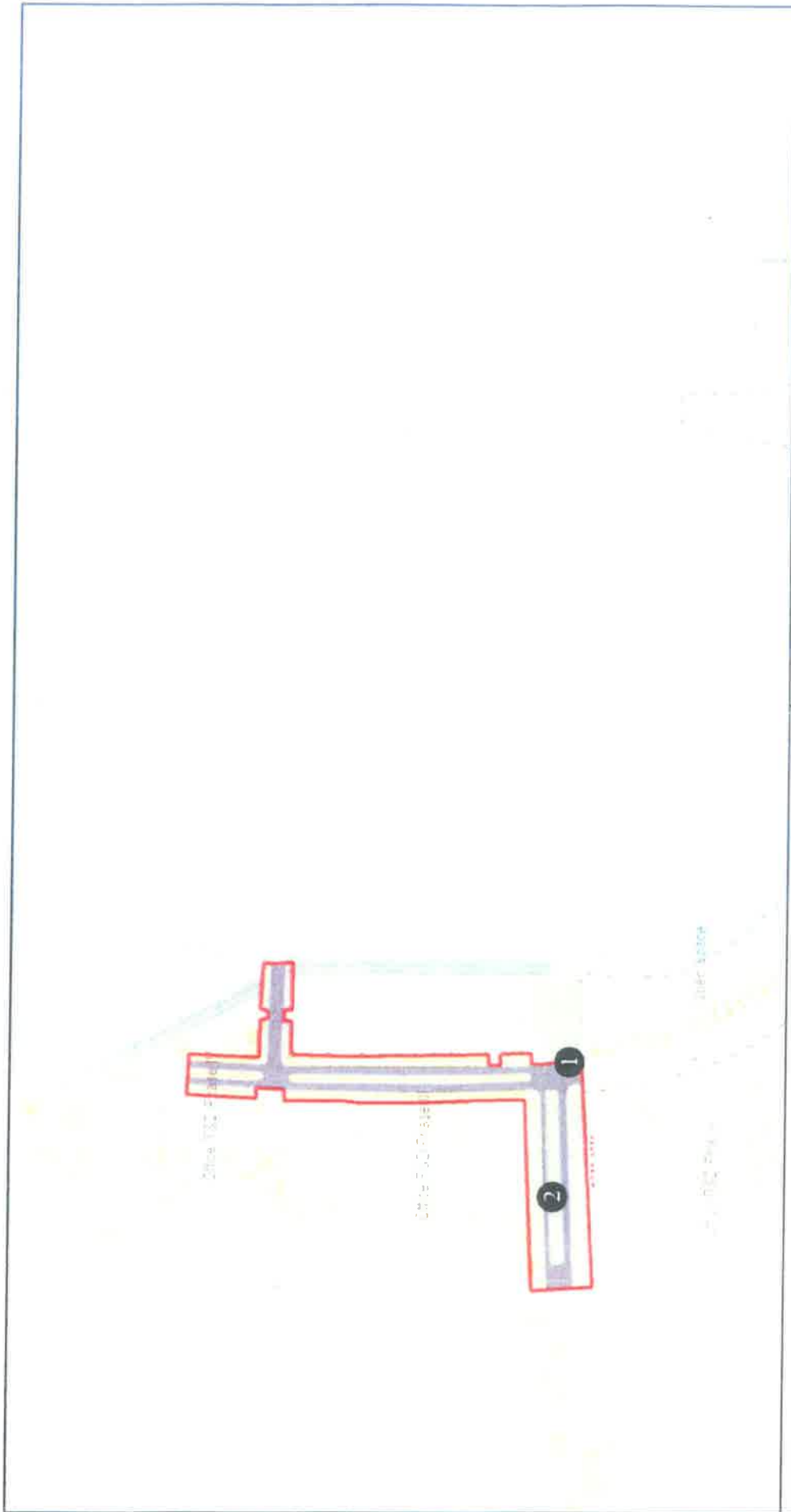
### EXHIBIT 3.3.1A: Streets and Utilities at Phases IID - IVD

“Streets and Utilities at Phases IID - IVD” refers to the components listed below located along the new Oyster Point Blvd. extending north through the Business Park, adjacent to Phases III and IV of the Developer Project. To allow for the desired configuration of parcels, portions of Oyster Point Blvd and Marina Blvd and related utilities will be relocated. The construction of the new streets and utilities includes the following components:

- (a) temporary roads
- (b) grinding and off haul(if necessary) of existing paving
- (c) rough grading
- (d) import/export soil
- (e) fine grading and compaction
- (f) road base
- (g) asphalt paving and striping
- (h) concrete curbs, gutters sidewalks, street trees, and landscaping on each side of roadway with aggregate base at curbs and sidewalks
- (i) islands with associated topsoil and curbs
- (j) traffic signalization and signage
- (k) electrical road and sidewalk lighting
- (l) temporary utilities
- (m) storm sewer (drain piping, catch basins, outfall interceptors, manholes and curb cuts)
- (n) sanitary sewer (piping, forced main, and manholes)
- (o) domestic water line and vaults
- (p) fire service stubs and hydrants
- (q) gas lines, and
- (r) joint utility trench with electrical prim conduits and pull boxes and telecom conduits

**A depiction of these improvements as well as quantities and cost estimates are included in the following pages. These quantities, scope of work, and costs estimates were prepared based on conceptual plans and will be modified when construction drawings are prepared.**





**KEY NOTES**

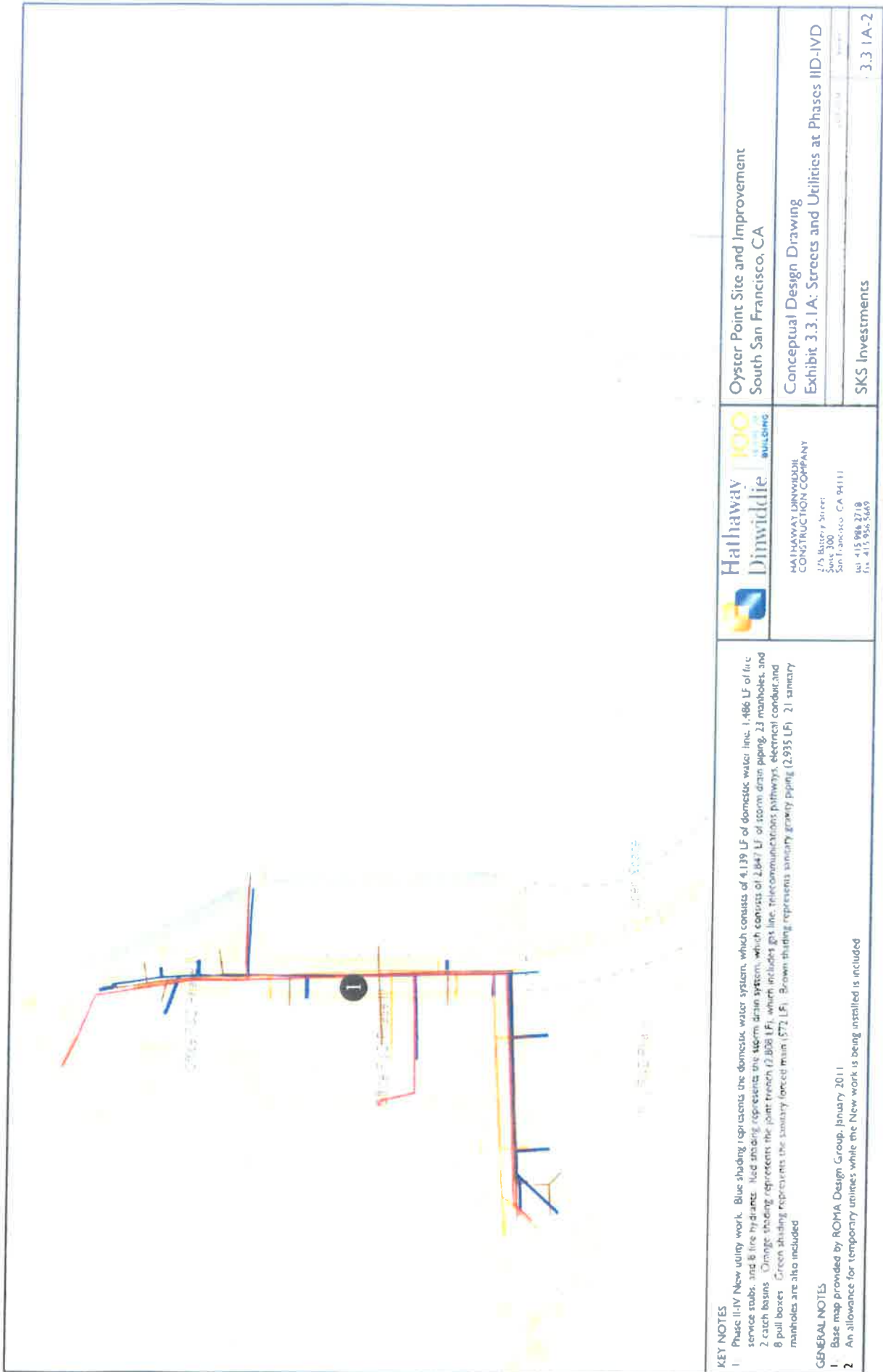
1. Shaded area (grey) represents New roadways (119,000 SF) at Oyster Point Business Park. Roadway areas are fine graded and then constructed with a pavement section of 7" asphalt concrete over 14" aggregate base. Striping at the New roadways is included.
2. Also included in this work area (but not highlighted) are New City Sidewalk (19,750 SF), planted areas (24,095 SF), and trees at planted areas (414 FA). Sidewalk areas are fine graded and then constructed with a section of 4" cement concrete over 8" aggregate base. Curbs and gutters (3,255 LF), vertical curbs (8,345 LF), and aggregate base for the curbs are included. Landscaped areas are fine graded and receive 24" topsoil and planting.

**GENERAL NOTES**

1. Base map provided by ROMA Design Group, January 2011

**Hathaway Dinwiddie**  
**100 YEARS BUILDING**  
 HATHAWAY DINWIDDIE  
 CONSTRUCTION COMPANY  
 27A Battery Street  
 Suite 200  
 San Francisco, CA 94111  
 Tel: 415.986.2718  
 Fax: 415.956.5669

Oyster Point Site and Improvement  
 South San Francisco, CA  
 Conceptual Design Drawing  
 Exhibit 3.3.1A: Streets and Utilities at Phases IID-IVD  
 SKS Investments  
 3.3.1A-1



**Oyster Point Site and Improvement**  
 South San Francisco, CA

Conceptual Design Drawing  
 Exhibit 3.3.1A: Streets and Utilities at Phases IID-IVD

SKS Investments

**Hathaway Dinwiddie** 100 BUILDINGS

MATTHEW DINWIDDIE  
 CONSTRUCTION COMPANY  
 275 Battery Street  
 Suite 300  
 San Francisco, CA 94111  
 Tel: 415 986 2718  
 Fax: 415 956 5669

**KEY NOTES**

- Phase II-IV New utility work. Blue shading represents the domestic water system, which consists of 4,139 LF of domestic water line, 1,466 LF of fire service stubs, and 8 fire hydrants. Red shading represents the storm drain system, which consists of 2,847 LF of storm drain piping, 23 manholes, and 2 catch basins. Orange shading represents the joint trench (2,838 LF), which includes gas line, telecommunications pathways, electrical conduit, and 8 pull boxes. Green shading represents the sanitary forced main (572 LF). Brown shading represents sanitary gravity piping (2,935 LF). 21 sanitary manholes are also included.

**GENERAL NOTES**

- Base map provided by ROMA Design Group, January 2011
- An allowance for temporary utilities while the New work is being installed is included



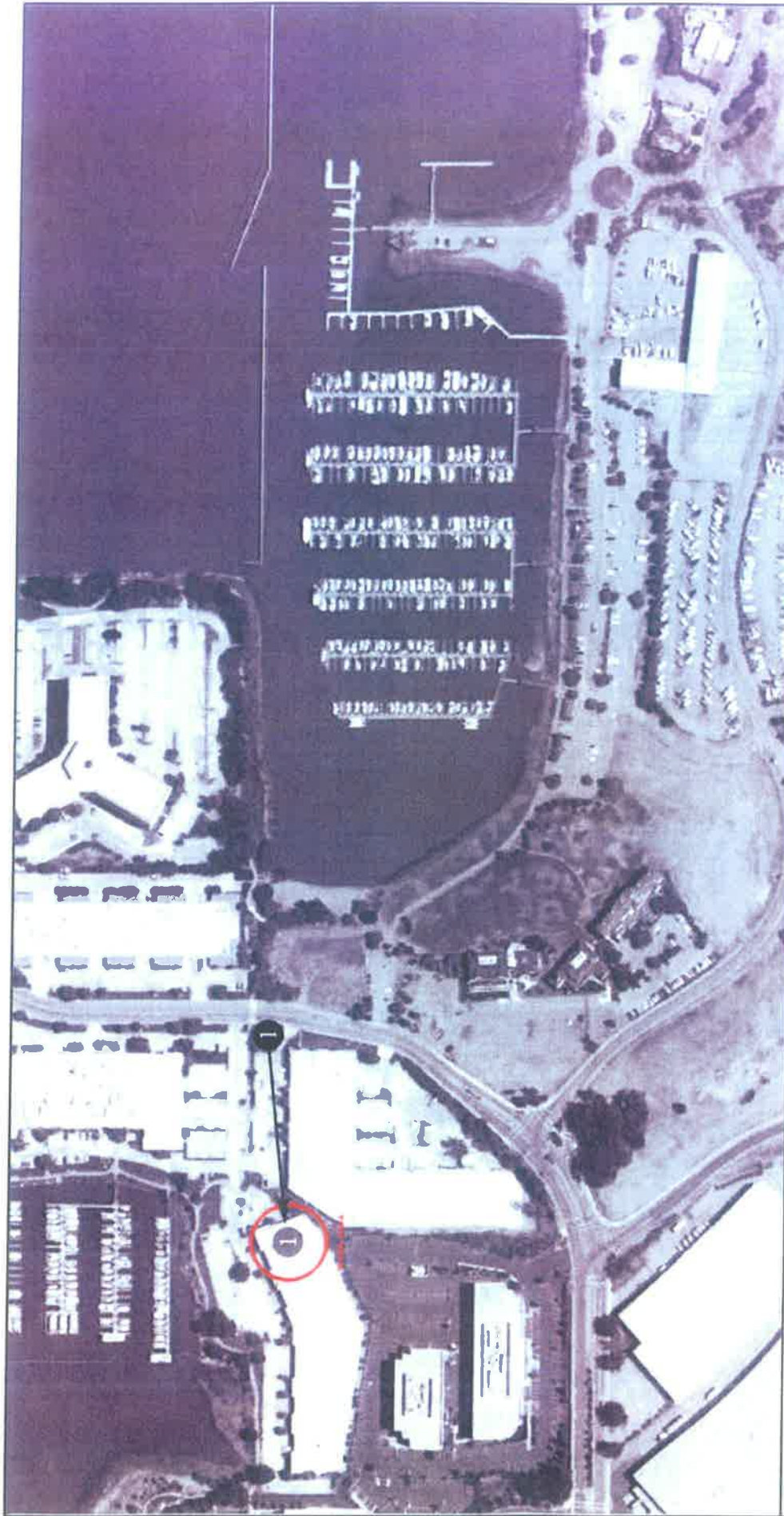
**OYSTER POINT BUSINESS PARK  
SHORENSTEIN / SKS INVESTMENTS  
LINE ITEM DETAIL  
2/25/2011 (revised 3/15/2011)**


EXHIBIT	KEY	SYS	CSI	DESCRIPTION	Q	U	U/P	EXT
<b>DIAGRAM NOTE</b>								
<b>Streets and Utilities at Phases IID - IVD</b>								
3.3.1A-1	I	2000	02250	paving and aggregate base - roadways and parking	119,000	SF	\$ 10.00	\$ 1,190,000
3.3.1A-1	I	2000	02250	patch paving - utility cuts	excl	SF	\$ 15.00	excl
3.3.1A-1	2	2000	02200	aggregate base - city sidewalk	19,750	SF	\$ 4.00	\$ 79,000
3.3.1A-1	2	2000	02200	aggregate base at curbs	11,600	LF	\$ 8.00	\$ 92,800
3.3.1A-1	I	2000	02270	sediment basin	excl			excl
3.3.1A-1	I	2000	02270	a.o. swppp controls -see section 02200	****			****
3.3.1A-1	I	2000	02270	installation of swppp controls - see section 02200	incl			incl
3.3.1A-1	I	2000	02270	silt fences	incl			incl
3.3.1A-1	I	2000	02270	straw waddles	incl			incl
3.3.1A-1	I	2000	02270	straw blankets	incl			incl
3.3.1A-1	I	2000	02270	rock waddles	incl			incl
3.3.1A-1	I	2000	02270	filter fabric	incl			incl
3.3.1A-1	I	2000	02270	rock at entrance	incl			incl
3.3.1A-1	I	2000	02270	winterization/ stabilization rock	incl			incl
3.3.1A-1	I	2000	02270	summer maintenance	incl			incl
3.3.1A-1	I	2000	02270	winter maintenance	incl			incl
3.3.1A-1	I	2000	02270	a.o. best management practices	incl			incl
3.3.1A-2	I	2020	02600	temp utilities	1	LS	\$ 150,000.00	\$ 150,000
3.3.1A-2	I	2020	02600	storm drain piping	2,847	LF	\$ 185.00	\$ 526,695
3.3.1A-2	I	2020	02600	storm catch basins	2	EA	\$ 2,500.00	\$ 5,000
3.3.1A-2	I	2020	02600	storm catch manholes	23	EA	\$ 6,500.00	\$ 149,500
3.3.1A-2	I	2020	02600	sanitary piping	2,935	LF	\$ 185.00	\$ 542,975
3.3.1A-2	I	2020	02600	forced main	572	LF	\$ 225.00	\$ 128,700
3.3.1A-2	I	2020	02600	sanitary manholes	21	EA	\$ 6,500.00	\$ 136,500
3.3.1A-2	I	2020	02600	domestic water line	4,139	LF	\$ 125.00	\$ 517,375
3.3.1A-2	I	2020	02600	fire service stubs	1,486	LF	\$ 115.00	\$ 170,890
3.3.1A-2	I	2020	02600	fire hydrants	8	EA	\$ 7,500.00	\$ 60,000
3.3.1A-2	I	2020	02600	gas line	2,808	LF	\$ 50.00	\$ 140,400
3.3.1A-2	I	2020	02600	trench and backfill for joint trench	2,808	LF	\$ 150.00	\$ 421,200
3.3.1A-2	I	2020	02600	electrical prim conduits	2,808	LF	\$ 60.00	\$ 168,480
3.3.1A-2	I	2020	02600	electrical prim pull boxes	8	EA	\$ 6,500.00	\$ 52,000
3.3.1A-1	I	2020	02600	electrical road and sidewalk lighting - marina boulevard	34	EA	\$ 8,500.00	\$ 289,000
3.3.1A-2	I	2020	02600	telecommunications- 6 ea x 4" in joint trench	2,808	LF	\$ 60.00	\$ 168,480
3.3.1A-1	I	2010	02515	road striping	1	LS	\$ 35,000.00	\$ 35,000
3.3.1A-1	2	2010	02550	city sidewalk	19,750	SF	\$ 8.00	\$ 158,000
3.3.1A-1	2	2010	02550	vertical curbs	8,345	LF	\$ 12.00	\$ 100,140
3.3.1A-1	2	2010	02550	curb and gutter	3,255	LF	\$ 16.00	\$ 52,080
3.3.1A-1	2	2010	02900	planted areas - oyster point boulevard	24,095	SF	\$ 12.00	\$ 289,140
3.3.1A-1	2	2010	02900	trees	414	EA	\$ 6,500.00	\$ 2,691,000
<b>Subtotal - Streets and Utilities at Phases IID - IVD</b>								<b>\$ 8,314,355</b>
<b>General Conditions and Markups - 19%</b>								<b>\$ 1,579,727</b>
<b>GC Bonds - 0.75%</b>								<b>\$ 74,206</b>
<b>Subtotal - CONSTRUCTION HARD COSTS</b>								<b>\$ 9,968,288</b>
<b>Soft Costs - 20%</b>								<b>\$ 1,993,658</b>
<b>Total</b>								<b>\$ 11,961,946</b>

**EXHIBIT 3.3.1B: Sewer Pump Station 1**

To allow for the reconfigured streets and the increased sanitary sewer demand associated with Phase II, III and IV of the Developer Project, Sewer Pump Station No. 1 (currently located on the west side of Oyster Point Blvd adjacent to the existing buildings at 377 and 383 Oyster Point Blvd) will be relocated and upgraded to accommodate an increase in capacity.

**A depiction of these improvements as well as quantities and cost estimates are included in the following pages. These quantities, scope of work, and costs estimates were prepared based on conceptual plans and will be modified when construction drawings are prepared.**



<p><b>KEY NOTES</b></p> <p>1 - Existing pump station on west side of Oyster Point Boulevard to be upgraded in capacity and relocated to vicinity of ghosted key note.</p> <p><b>GENERAL NOTES</b></p> <p>1 - Base map from Google Maps.</p>	 <p><b>HALWAY 100 BUILDING</b> <b>Dimwiddle</b></p> <p>HALWAY DIMWIDDLE CONSTRUCTION COMPANY 1775 Edison Street Suite 300 San Francisco, CA 94110 Tel: 415 968 3239 Fax: 415 968 3669</p>	<p>Oyster Point Site and Improvement South San Francisco, CA</p> <p>Conceptual Design Drawing Exhibit 3.3.1B: Relocation of Sewer Pump Station No.1</p> <p>SKS Investments</p>	<p>3.3.1B</p>
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**OYSTER POINT BUSINESS PARK  
SHORENSTEIN / SKS INVESTMENTS**

**LINE ITEM DETAIL**

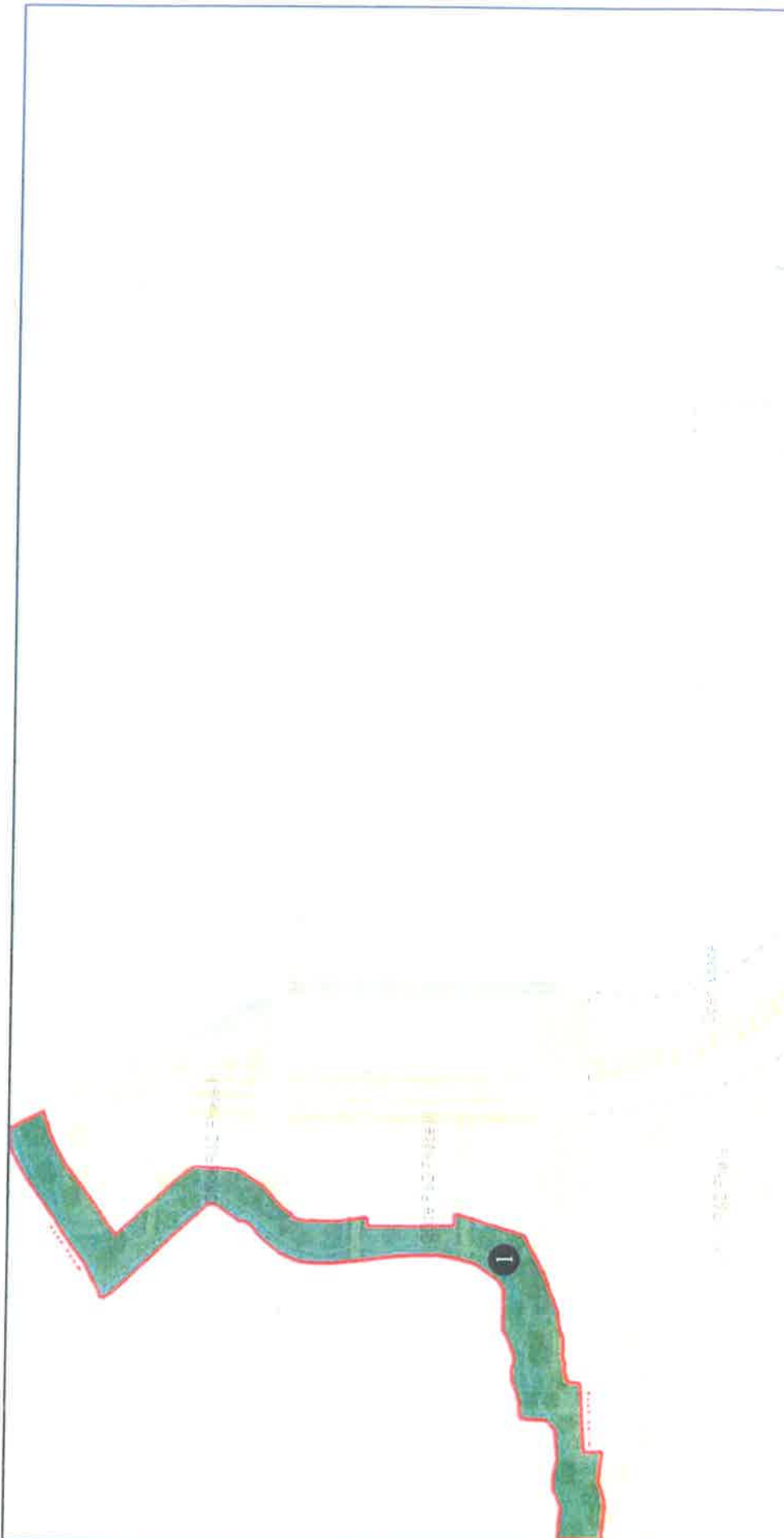
2/25/2011 (revised 3/15/2011)

EXHIBIT	KEY	SYS	CSI	DESCRIPTION	Q	U	U/P	EXT
<b>DIAGRAM NOTE</b>								
<b>Relocation of Sewer Pump Station No. 1</b>								
3.3.1B		1	202002600	pump station - office park		I	EA	\$ 3,400,000.00
								\$ 3,400,000
<b>Subtotal - Relocation of Sewer Pump Station No. 1</b>								<b>\$ 3,400,000</b>
<b>General Conditions and Markups - 19%</b>								<b>\$ 646,000</b>
<b>GC Bonds - 0.75%</b>								<b>\$ 30,345</b>
<b>Subtotal - CONSTRUCTION HARD COSTS</b>								<b>\$ 4,076,345</b>
<b>Soft Costs - 20%</b>								<b>\$ 815,269</b>
<b>Total</b>								<b>\$ 4,891,614</b>

**EXHIBIT 3.3.1C: Landscaping at BCDC Area at Phases IID - IVD**

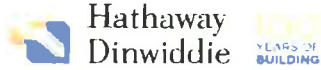
These improvements include an allowance for landscaping and Bay Trail construction along the BCDC area in Phases IID – IVD.

**A depiction of these improvements as well as quantities and cost estimates are included in the following pages. These quantities, scope of work, and costs estimates were prepared based on conceptual plans and will be modified when construction drawings are prepared.**



<p><b>KEY NOTES</b></p> <p>1. Area highlighted (116,000 SF) improvements at the BCDC area at Phases II-IV. This area to be fine graded and receive 18" topsoil and planting. An allowance for additional topsoil at New trees is included.</p>	<p><b>GENERAL NOTES</b></p> <p>1. Background image based upon ROMA Design Group plans, February 2009.</p>	<p><b>Oyster Point Site and Improvement</b> South San Francisco, CA</p>
<p><b>Conceptual Design Drawing</b> Exhibit 3.3.1C: Landscaping at BCDC Area in Phases II-IV</p>	<p><b>SKS Investments</b></p>	<p><b>Halway 100 BUILDING</b> <b>Dinwiddie</b></p> <p>HALWAY DINWIDDIE CONSTRUCTION COMPANY 275 Battery Street Suite 300 San Francisco, CA 94111 Tel: 415.988.2718 Fax: 415.988.5669</p>
<p>3.3.1C</p>	<p>3.3.1C</p>	<p>3.3.1C</p>





**OYSTER POINT BUSINESS PARK  
SHORENSTEIN / SKS INVESTMENTS**

**LINE ITEM DETAIL**

February 25, 2011

EXHIBIT	KEY	SYS	CSI	DESCRIPTION	Q	U	U/P	EXT
<b>DIAGRAM NOTE</b>								
<b>Landscaping at BCDC Area at Phases IID - IVD</b>								
3.3.IC	I	2000	02200	fingrade and compact - bcde	116,000	SF	\$ 2.00	\$ 232,000
3.3.IC	I	2010	02230	additional topsoil - trees - bcde	4,221	CY	\$ 95.00	\$ 400,995
3.3.IC	I	2010	02230	topsoil - bcde	6,445	CY	\$ 95.00	\$ 612,275
3.3.IC	I	2010	02900	landscaping and trails - bcde	116,000	SF	\$ 12.00	\$ 1,392,000
<b>Subtotal - Landscaping at BCDC Area in OPBP</b>								<b>\$ 2,637,270</b>
<b>General Conditions and Markups - 19%</b>								<b>\$ 501,081</b>
<b>GC Bonds - 0.75%</b>								<b>\$ 23,538</b>
<b>Subtotal - CONSTRUCTION HARD COSTS</b>								<b>\$ 3,161,889</b>
<b>Soft Costs - 20%</b>								<b>\$ 632,378</b>
<b>Total</b>								<b>\$ 3,794,267</b>



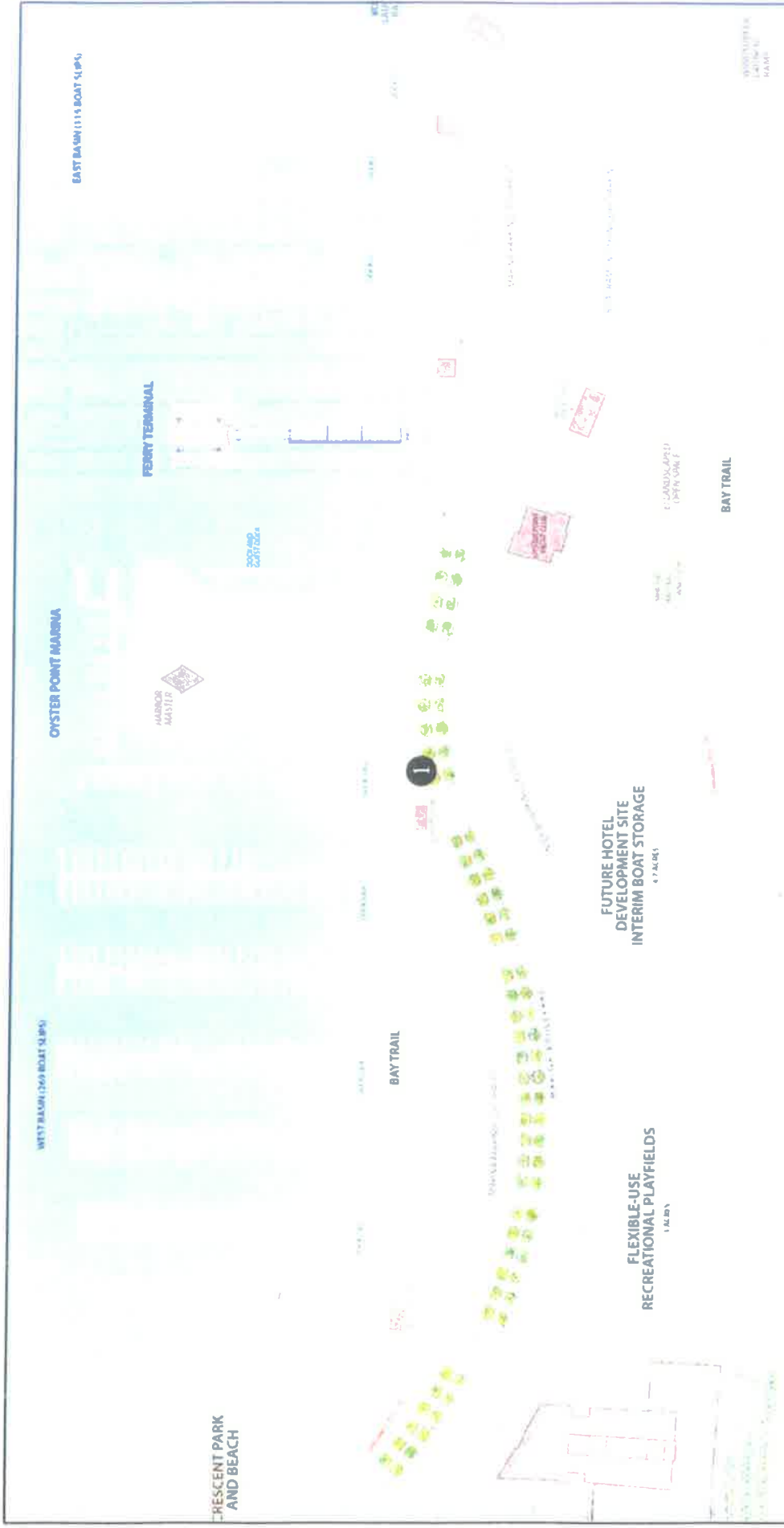
**Exhibit 3.3.2**


**Phase IIC Site and Infrastructure Improvements: Description and Cost**

**EXHIBIT 3.3.2A: New Sewer Pump Station at Marina**

A new Sewer Pump Station will be required at the Marina in order to accommodate an increase in the sanitary sewer demand associated with the future hotel and retail/restaurant development at the Oyster Point Marina.

**A depiction of these improvements as well as quantities and cost estimates are included in the following pages. These quantities, scope of work, and costs estimates were prepared based on conceptual plans and will be modified when construction drawings are prepared.**



<p><b>KEY NOTES</b></p> <p>1. New sewer pump station to accommodate local hotel development final design location to be determined. Forced main sewer piping is included from New Pump Station to New Sewer Piping at Marina Boulevard (see Exhibit X-2 for New Utilities at this area).</p>	 <p><b>Halway Dinwiddie</b> 100 Years of Building</p>	<p><b>Oyster Point Site and Improvement</b> South San Francisco, CA</p>
<p><b>GENERAL NOTES</b></p> <p>1. Base map provided by ROMA Design Group, October 2010.</p> <p>2. Civil basis provided in "Oyster Point Development - Preliminary Basis of Design for a Construction Cost Estimate" from Wilsay Hum Engineers, dated February 13, 2009.</p>	<p><b>MATHAWAY DINWIDDIE CONSTRUCTION COMPANY</b> 275 Battery Street Suite 300 San Francisco, CA 94111 Tel: 415.989.3718 Fax: 415.956.5669</p>	<p><b>Conceptual Design Drawing</b> Exhibit 3.3.2A: Sewer Pump Station at Marina</p>
<p>SKS Investments</p>		<p>3.3.2A</p>



**OYSTER POINT BUSINESS PARK  
SHORENSTEIN / SKS INVESTMENTS**

**LINE ITEM DETAIL**

February 25, 2011

EXHIBIT	KEY	SYS	CSI	DESCRIPTION	Q	U	U/P	EXT
<b>DIAGRAM NOTE</b>								
<b>New Sewer Pump Station at Marina</b>								
3.3.2A	I	2020	02600	pump station - marina		I	EA	\$ 1,850,000.00 \$ 1,850,000
<b>Subtotal - New Sewer Pump Station at Marina</b>								<b>\$ 1,850,000</b>
<b>General Conditions and Markups - 19%</b>								<b>\$ 351,500</b>
<b>GC Bonds - 0.75%</b>								<b>\$ 16,511</b>
<b>Subtotal - CONSTRUCTION HARD COSTS</b>								<b>\$ 2,218,011</b>
<b>Soft Costs - 20%</b>								<b>\$ 443,602</b>
<b>Total</b>								<b>\$ 2,661,614</b>

### EXHIBIT 3.3.2B: Clay Cap Repair at City Parcels IIC

The eastern peninsula of Oyster Point was formerly operated as a municipal (Class III) landfill starting in the 1950s. The landfill was closed in the 1970s in accordance with the State of California Regional Water Quality Control Board (RWQCB) regulatory guidelines that governed at the time. This closure was completed prior to the adoption of California Code of Regulations Title 27, which currently regulates Class III landfill closures. In June 2000, the RWQCB issued Order No. 00-046 which states that where new development is planned of a closed Class III landfill, a cap shall be placed on the landfill that meets the applicable post-closure maintenance requirements outlined in Title 27.

In February 2009, Treadwell and Rollo issued a report entitled “Geotechnical Investigation of the Landfill Cover, Oyster Point Landfill,” which outlines modifications to the clay cap necessary to meet the requirements of Title 27. These modifications include increasing the thickness of the Landfill Cover in approximately seven areas, increasing the thickness of the Low Hydraulic Conductivity Layer (clay layer) in approximately four areas, and reducing the permeability of the Low Hydraulic Conductivity Layer in one area (this also could be accomplished by thickening the clay layer).

The prescriptive cap/cover designated in Title 27, Section 21090 for Class III landfills consists of the following layers, from top to bottom:

- Erosion-resistant layer (via vegetative layer): at least one foot of soil that contains no waste and is capable of sustaining native or other plant growth
- Low hydraulic conductivity layer: at least one foot of soil containing no waste or leachate and compacted to attain a hydraulic conductivity of  $1 \times 10^{-6}$  cm/sec
- Foundation layer: at least two feet of soil, contaminated soil, incinerator ash, or other waste materials, provided that such materials have appropriate engineering properties to be used for a foundation layer for construction of the low hydraulic conductivity layer

“Clay Cap Repair at City Parcels IIC” refers to the improvements described above to be implemented on the City property to the east of the Ferry Terminal.

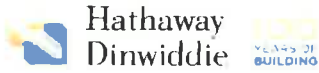
At the time of completion of landfill cover modifications, rough grading of the top of the Erosion-resistant layer should be coordinated to no more than 2.5 inches (0.20 ft) of finish grade as outlined in the final grading plan in the construction documents.

**A depiction of these improvements as well as quantities and cost estimates are included in the following pages. These quantities, scope of work, and costs estimates were prepared based on conceptual plans and will be modified when construction drawings are prepared.**



<p><b>KEY NOTES</b></p> <ol style="list-style-type: none"> <li>1. Yellow shaded area identified as potentially deficient in landfill cover in geotechnical report. New clay cap to be installed at this area (up to 8,000 SF). Cross section consists of a 2'-0" soil foundation layer, a 1'-0" low permeability layer, and a 1'-0" soil erosion layer.</li> <li>2. Orange shading indicates areas where landfill cover is less than 4'-0". Final design grades at these areas to compensate; no clay cap repair required.</li> </ol> <p><b>GENERAL NOTES</b></p> <ol style="list-style-type: none"> <li>1. Base map provided by ROMA Design Group, October, 2010</li> <li>2. Geotechnical report referenced is "Geotechnical Investigation of the Landfill Cover Oyster Point Landfill" from Treadwell &amp; Rolfo, dated February 13, 2009</li> </ol>	<p><b>Halway 100 BUILDING</b> <b>Dimwiddle</b></p> <p>HATHAWAY DIMWIDDLE CONSTRUCTION COMPANY 275 Battery Street Suite 300 San Francisco, CA 94111 Tel: 415.986.2718 Fax: 415.986.5669</p>	<p><b>Oyster Point Site and Improvement</b> South San Francisco, CA</p> <p>Conceptual Design Drawing Exhibit 3.3.2B: Clay Cap Repair</p> <p>SKS Investments</p> <p>3.3.2B</p>
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**OYSTER POINT BUSINESS PARK  
SHORENSTEIN / SKS INVESTMENTS**

**LINE ITEM DETAIL  
February 25, 2011**

EXHIBIT	KEY	SYS	CSI	DESCRIPTION	Q	U	U/P	EXT
<b>Clay Cap Repair at City Parcels Phase IIC</b>								
3.3.2B	I	2000	02070	demo - surface improvements - clay cap repair	8,000	SF	\$ 1.00	\$ 8,000
3.3.2B	I	2000	02200	collect landfill protection layer	890	CY	\$ 4.25	\$ 3,783
3.3.2B	2	2000	02200	misc grading and raising	1	LS	\$ 250,000.00	\$ 250,000
3.3.2B	I	2000	02200	place foundation layer	600	CY	\$ 6.00	\$ 3,600
3.3.2B	I	2000	02200	place clay cap - select areas	8,000	SF	\$ 2.00	\$ 16,000
3.3.2B	I	2000	02200	place protection layer	890	CY	\$ 5.00	\$ 4,450
3.3.2B	I	2000	02550	replace surface improvements - clay cap repair	8,000	SF	\$ 14.00	\$ 112,000
<b>Subtotal - Clay Cap Repair at City Parcels Phase IIC</b>								<b>\$ 397,833</b>
<b>General Conditions and Markups - 19%</b>								<b>\$ 75,588</b>
<b>GC Bonds - 0.75%</b>								<b>\$ 3,551</b>
<b>Subtotal - CONSTRUCTION HARD COSTS</b>								<b>\$ 476,971</b>
<b>Soft Costs - 20%</b>								<b>\$ 95,394</b>
<b>Total</b>								<b>\$ 572,366</b>

**EXHIBIT 3.3.2C: Repaving of Existing Parking at Phase IIC**

“Repaving of Existing Parking at Phase IIC” refers to improvements to be implemented at the parking lots to the east of the Ferry Terminal. The improvements will consist of a new asphalt paving lift at the existing parking.

**A depiction of these improvements as well as quantities and cost estimates are included in the following pages. These quantities, scope of work, and costs estimates were prepared based on conceptual plans and will be modified when construction drawings are prepared.**



<b>KEY NOTES</b> 1. Paving at shaded parking areas (totaling 181,121 SF) to receive New 2" asphalt concrete lift. Re-striping of the pavement at these areas is included. <b>GENERAL NOTES</b> 1. Base map provided by ROMA Design Group, October 2010	 <b>Halway Dinwiddie</b> HAWAIIAN DESIGN BUILDING HAWAIIAN DINWIDDIE CONSTRUCTION COMPANY 225 Bayview 7 Street Suite 100 San Francisco, CA 94111 Tel: 415.988.2718 Fax: 415.988.3669	<b>Oyster Point Site and Improvement</b> South San Francisco, CA
		Conceptual Design Drawing Exhibit 3.3.2C: Repaving of the Existing Parking at Phase IIC
<b>SKS Investments</b>		3.3.2C



**OYSTER POINT BUSINESS PARK  
SHORENSTEIN / SKS INVESTMENTS**

**LINE ITEM DETAIL**

February 25, 2011

EXHIBIT	KEY	SYS	CSI	DESCRIPTION	Q	U	U/P	EXT
<b>DIAGRAM NOTE</b>								
<b>Repaving of the Existing Parking at Phase IIC</b>								
3.3.2C	I	2000	02200	import balance	1,185	CY	\$ 7.50	\$ 8,889
3.3.2C	I	2000	02200	curb cuts	1,000	LF	\$ 7.00	\$ 7,000
3.3.2C	I	2010	02250	ac paving - single lift over existing	181,121	SF	\$ 3.00	\$ 543,363
3.3.2C	I	2010	02515	parking lot striping	181,121	SF	\$ 0.50	\$ 90,561
<b>Subtotal - Repaving of the Existing Parking at Phase IIC</b>								<b>\$ 649,812</b>
<b>General Conditions and Markups - 19%</b>								<b>\$ 123,464</b>
<b>GC Bonds - 0.75%</b>								<b>\$ 5,800</b>
<b>Subtotal - CONSTRUCTION HARD COSTS</b>								<b>\$ 779,076</b>
<b>Soft Costs - 20%</b>								<b>\$ 155,815</b>
<b>Total</b>								<b>\$ 934,892</b>

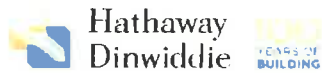
**EXHIBIT 3.3.2D: Landscape Tune-Up at Existing Parking at Phase IIC:**

A landscaping allowance has been included at the area around the existing parking lots to the east of the Ferry Terminal.

**A depiction of these improvements as well as quantities and cost estimates are included in the following pages. These quantities, scope of work, and costs estimates were prepared based on conceptual plans and will be modified when construction drawings are prepared.**



<p><b>KEY NOTES</b></p> <p>i. Shading represents non-BCDC land-use/development areas to receive cosmetic tune-up. This work is included as an allowance on a square foot basis totaling 20,020 SF.</p> <p><b>GENERAL NOTES</b></p> <p>i. Base map provided by ROMA Design Group, October 2010</p>	<p>HALWAY DINWIDDIE CONSTRUCTION COMPANY 225 Market Street San Francisco, CA 94111 Tel: 415.989.3718 Fax: 415.989.6607</p>	<p>Oyster Point Site and Improvement South San Francisco, CA</p>
		<p>Conceptual Design Drawing Exhibit 3.3.2D: Landscape Tune-Up at Existing Parking at Phase IIC</p>
<p>SKS Investments</p>		<p>3.3.2D</p>



**OYSTER POINT BUSINESS PARK  
SHORENSTEIN / SKS INVESTMENTS**

**LINE ITEM DETAIL**

February 25, 2011

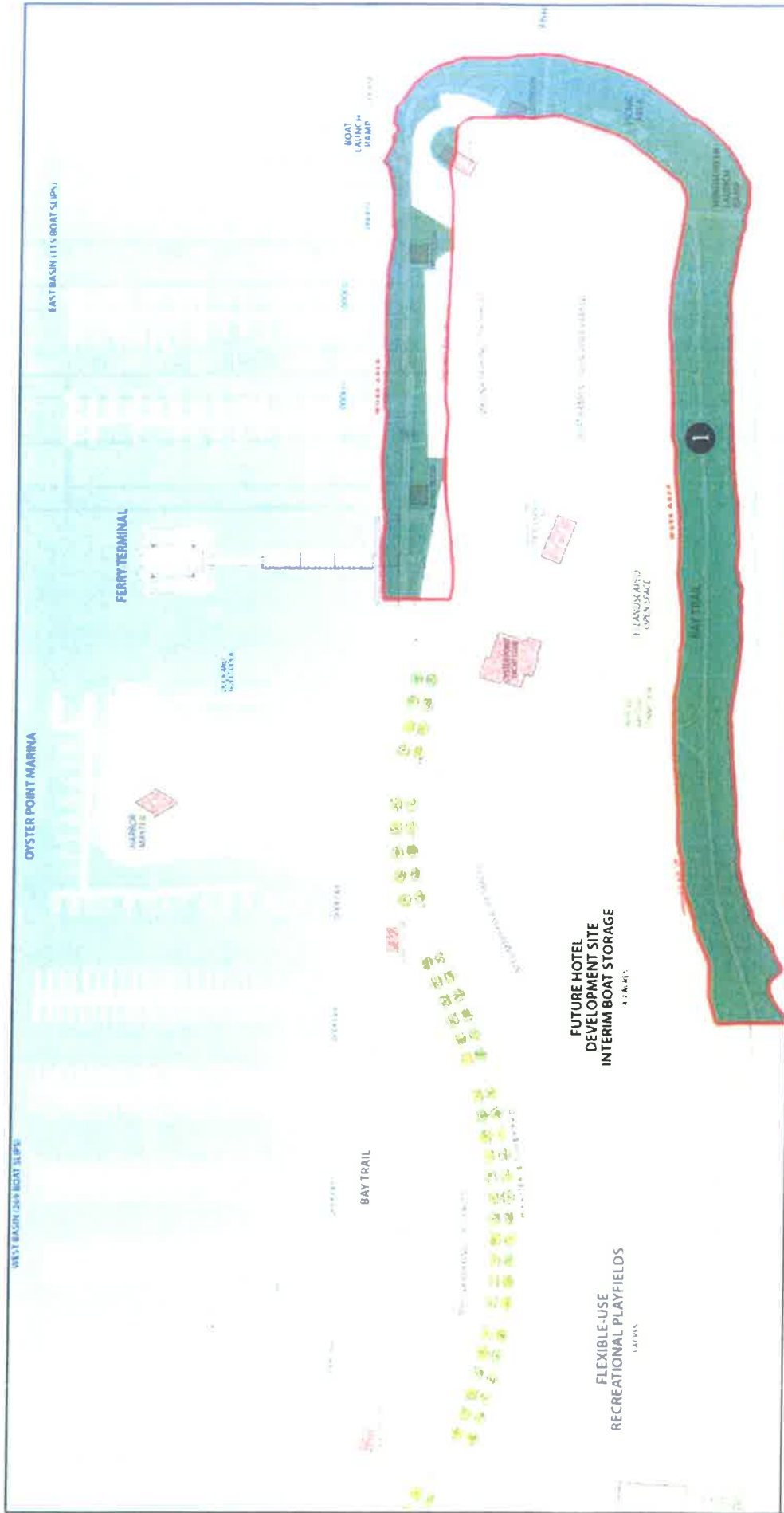
EXHIBIT	KEY	SYS	CSI	DESCRIPTION	Q	U	U/P	EXT
<b>DIAGRAM NOTE</b>								
<b>Landscape Tune-up at Existing Parking at Phase IIC</b>								
3.3.2D	I	2000	02200	finegrade and compact - landscaped areas	202,020	SF	\$ 2.00	\$ 404,040
3.3.2D	I	2010	02900	landscaping - city parcel	202,020	SF	\$ 4.00	\$ 808,080
<b>Subtotal - Landscape Tune-up at Existing Parking at Phase IIC</b>								\$ 1,212,120
<b>General Conditions and Markups - 19%</b>								\$ 230,303
<b>GC Bonds - 0.75%</b>								\$ 10,818
<b>Subtotal - CONSTRUCTION HARD COSTS</b>								\$ 1,453,241
<b>Soft Costs - 20%</b>								\$ 290,648
<b>Total</b>								\$ 1,743,889

**EXHIBIT 3.3.2E: Landscaping at BCDC Area at Phase IIC**

These improvements include an allowance for landscaping and Bay Trail construction along the BCDC area in Phase IIC.

**A depiction of these improvements as well as quantities and cost estimates are included in the following pages. These quantities, scope of work, and costs estimates were prepared based on conceptual plans and will be modified when construction drawings are prepared.**





<p><b>KEY NOTES</b></p> <p>1 Shaded area corresponds to BCDC planning and trails at City Parcels IIC (totaling 274,200 SF). This work is included as an allowance on an area basis.</p> <p><b>GENERAL NOTES</b></p> <p>1 Base map provided by ROMA Design Group, October 2010</p>	<p><b>Halway Dinwiddie</b> 100 YEARS OF BUILDING</p> <p>MATHEW DINWIDDIE CONSTRUCTION COMPANY 275 MONTECITO DRIVE SAN ANTONIO, CA 94131 TEL: 415.964.5669 TEL: 415.964.5669</p>	<p>Oyster Point Site and Improvement South San Francisco, CA</p>
		<p>Conceptual Design Drawing Exhibit 3.3.2E: Landscaping at BCDC Area at Phase IIC</p>
<p>SKS Investments</p>		<p>3.3.2E</p>



**OYSTER POINT BUSINESS PARK  
SHORENSTEIN / SKS INVESTMENTS**

**LINE ITEM DETAIL**

February 25, 2011

EXHIBIT	KEY	SYS	CSI	DESCRIPTION	Q	U	U/P	EXT
<b>DIAGRAM NOTE</b>								
<b>Landscaping at BCDC Area at Phase IIC</b>								
3.3.2E	I	2000	02200	finegrade and compact - bcdc	274,200	SF	\$ 2.00	\$ 548,400
3.3.2E	I	2020	02600	bay trail lighting - corchieres - bcdc	50	EA	\$ 6,500.00	\$ 325,000
3.3.2E	I	2010	02900	landscaping - bcdc	274,200	SF	\$ 12.00	\$ 3,290,400
<b>Subtotal - Landscaping at BCDC Area at Phase IIC</b>								<b>\$ 4,163,800</b>
<b>General Conditions and Markups - 19%</b>								<b>\$ 791,122</b>
<b>GC Bonds - 0.75%</b>								<b>\$ 37,162</b>
<b>Subtotal - CONSTRUCTION HARD COSTS</b>								<b>\$ 4,992,084</b>
<b>Soft Costs - 20%</b>								<b>\$ 998,417</b>
<b>Total</b>								<b>\$ 5,990,501</b>

**Exhibit 3.4.1**

**Redevelopment Project Cost Allocation**

Oyster Point Site and Infrastructure Improvements: Sources and Uses

USES		SOURCES			
Exhibit	Description	Total Costs	SISKS Direct	SISKS CFD	City/RDA
	<b>Other Transaction Costs</b>				
	King Leasehold Interest	\$ 7,500,000	\$ 7,500,000	\$ -	\$ -
	Other Transaction Costs (Required Cap Ex, Planning, Entitlements)	\$ 4,172,000	\$ 4,172,000	\$ -	\$ -
	Initial Cash Consideration	\$ 2,250,000	\$ 2,250,000	\$ -	\$ -
	Additional Cash Consideration	\$ 1,100,000	\$ 1,100,000	\$ -	\$ -
	Remaining Cash Consideration	\$ 2,250,000	\$ 2,250,000	\$ -	\$ -
	<b>Subtotal - Pre-Land Swap Costs</b>	<b>\$ 17,272,000</b>	<b>\$ 17,272,000</b>	<b>\$ -</b>	<b>\$ -</b>
	<b>Phase ID Land Improvements</b>				
3.2.2A	Clay Cap Repair at Conveyed Property and Refuse Relocation Area	\$ 2,905,388	\$ -	\$ 2,905,388	\$ -
3.2.2B	Cleanup of Sump 1	\$ 3,586,775	\$ 3,586,775	\$ -	\$ -
3.2.2C	Methane Systems at Conveyed Property	\$ 4,983,116	\$ 4,983,116	\$ -	\$ -
3.2.2D	Relocation of Refuse under Buildings on Conveyed Property	\$ 4,719,573	\$ 4,719,573	\$ -	\$ -
	Other Premiums to Build on Landfill at Conveyed Property	\$ 4,538,812	\$ 4,538,812	\$ -	\$ -
	<b>Subtotal Phase ID</b>	<b>\$ 20,744,665</b>	<b>\$ 17,838,276</b>	<b>\$ 2,905,388</b>	<b>\$ -</b>
	<b>Phase IC Infrastructure and Improvements</b>				
3.2.1A	Streets and Utilities at Hub	\$ 9,585,992	\$ -	\$ -	\$ 1,919,198
3.2.1B	Streets and Utilities to Point	\$ 5,434,533	\$ -	\$ 7,676,794	\$ 5,434,533
3.2.1C	Clay Cap Repair at City Parcels IC	\$ 539,516	\$ -	\$ -	\$ 539,516
3.2.1D	Reconfiguration of Parking at Marina	\$ 4,247,756	\$ -	\$ -	\$ 4,247,756
3.2.1E	Grading/Construction of Recreation Area	\$ 1,969,117	\$ -	\$ -	\$ 1,969,117
3.2.1F	Demo/Grading of Hotel Site	\$ 792,931	\$ -	\$ -	\$ 792,931
3.2.1G	Landscaping of Beach/Park	\$ 3,496,408	\$ -	\$ -	\$ 3,496,408
3.2.1H	Landscaping at Bay Trail and Palm Promenade Phase IC	\$ 9,533,859	\$ -	\$ 9,533,859	\$ -
	<b>Subtotal Phase IC</b>	<b>\$ 35,610,113</b>	<b>\$ -</b>	<b>\$ 17,210,653</b>	<b>\$ 18,398,460</b>
	<b>Phase IIC</b>				
3.3.2A	New Sewer Pump Station at Marina	\$ 2,661,614	\$ 839,490	\$ -	\$ 1,822,124
3.3.2B	Clay Cap Repair at City Parcels IIC	\$ 572,366	\$ -	\$ -	\$ 572,366
3.3.2C	Reparing of the Existing Parking at Phase IIC	\$ 934,892	\$ -	\$ -	\$ 934,892
3.3.2D	Landscaping Tune-up at Existing Parking at Phase IIC	\$ 1,743,889	\$ -	\$ -	\$ 1,743,889
3.3.2E	Landscaping at BCDC Area at Phase IIC	\$ 5,990,501	\$ -	\$ -	\$ 5,990,501
	<b>Subtotal Phase IIC</b>	<b>\$ 11,903,261</b>	<b>\$ 839,490</b>	<b>\$ -</b>	<b>\$ 11,063,771</b>
	<b>Phases IID-IVD</b>				
3.3.1A	Streets and Utilities at Phases IID-IVD	\$ 11,961,946	\$ -	\$ 11,961,946	\$ -
3.3.1B	Relocation of Sewer Pump Station No. 1	\$ 4,891,614	\$ -	\$ 4,891,614	\$ -
3.3.1C	Landscaping at BCDC Area at Phases IID-IVD	\$ 3,794,267	\$ -	\$ 3,794,267	\$ -
	<b>Subtotal Phases IID-IVD</b>	<b>\$ 20,647,826</b>	<b>\$ -</b>	<b>\$ 20,647,826</b>	<b>\$ -</b>
	<b>Total - All Phases</b>	<b>\$ 105,177,864</b>	<b>\$ 35,949,766</b>	<b>\$ 40,764,868</b>	<b>\$ 29,463,230</b>



## Responsibility Matrix Summary

<u>Process/Item</u>	<u>Description</u>
Initial Fixed Monetary Contribution:	Assigned party (or parties) is to place into an escrow account the designated amount which will be used to fund design and construction of the applicable improvement.
Amount of Initial Fixed Contribution:	The amount described shall be the initial contribution towards the design and construction of the applicable improvement. Any additional amounts, if required, are to be paid by the party responsible for cost overruns/savings defined below.
Timing of Initial Fixed Contribution:	The time of payment of the initial fixed monetary contribution.
Authorization of Changes in Scope:	Assigned party (or parties) will have final authority to approve changes in the scope.
Selection of Design Consultants:	Assigned party (or parties) will have authority to select the design consultants for the design and engineering of applicable improvements.
Final Acceptance of Design	Assigned party (or parties) will have authority to give final approval of the design drawings prior to the start of construction.
Design and Construction Management	<p>Assigned party will have responsibility to select, manage and contract with contractor. This work will be selected and performed through a typical private procurement process with a GMP or Cost Plus contract (with no 'at-risk' component for the construction manager). This contract will be paid for through escrow account funded by the Fixed Monetary Contribution above.</p> <p>The construction management fee will be a fixed fee of ___% of the contract amount and will be paid for through an escrow account funded by the Fixed Monetary Contribution above.</p>
Cost Overruns/Savings	Except as otherwise set forth in Section 3.4.3 of the Agreement, assigned party (or parties) is responsible for cost overruns/savings for any reason (including but not limited to escalation, change in scope, value engineering, etc) above/below the fixed monetary contribution.

## Exhibit 3.4.2

### Form of Escrow Holdback Agreement

#### **ESCROW HOLDBACK AGREEMENT**

THIS ESCROW HOLDBACK AGREEMENT (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 201\_ (“Effective Date”) by and among the REDEVELOPMENT AGENCY OF THE CITY OF SOUTH SAN FRANCISCO, a public body corporate and politic (“Agency”), OYSTER POINT VENTURES, LLC, a Delaware limited liability company (“Developer”), and CHICAGO TITLE INSURANCE COMPANY (“Escrow Agent”).

#### **RECITALS**

A. Agency, Developer and The City of South San Francisco, a municipal corporation (“City”) have entered into that certain Disposition and Development Agreement dated \_\_\_\_\_, 2011 (the “DDA”), pursuant to which Agency and Developer each has certain responsibilities and obligations with respect to the development of certain land located in the City of South San Francisco, County of San Mateo, State of California, more particularly described on Exhibit A (the “Property”), on all of the terms and conditions set forth therein. All capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the DDA.

B. Pursuant to Section 3.4.2 of the DDA, the Agency agreed to pay Eighteen Million, Three Hundred Ninety Nine Thousand, Four Hundred Sixty Dollars (\$18,399,460) (as may be adjusted pursuant to Section 3.4.3 of the DDA) towards the Phase IC Improvement Costs (“Agency Funding Requirement”). Any portion of the Agency Funding Requirement that remains unspent upon the completion of the Phase IC Improvements shall be used towards the Agency’s obligations in connection with the construction of the Phase IIC Improvements. The estimated Phase IC Improvement Costs and Phase IIC Improvement Costs and the respective Agency and Developer responsibility for payment for each component of such costs are detailed on Exhibit B attached hereto and made a part hereof.

C. To secure Agency’s performance of, and ensure funds are available to pay for, the Agency’s share of the cost of the Phase IC Improvement Costs, Agency desires to deposit into escrow at Closing with Escrow Agent an amount equal to \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) at Closing, which amount is equal to the estimated amount of Phase IC Improvement Costs that will be incurred by the Developer in the three (3) month period following Closing. Approximately every three (3) months thereafter, Agency shall deliver funds into escrow that is equal to the estimated amount of Phase IC Improvement Costs (or Phase IIC Improvement Costs, if applicable) that will be incurred by the Developer in the following three (3) month period. Agency shall periodically deliver such funds within five (5) business days after receipt of written request from Developer, which request shall be accompanied by a description of the work to be completed during such three (3) month period. Any interest accruing on such escrowed funds shall become a part of the escrowed funds and shall be used only in connection with the construction of the Phase IC Improvements (or Phase IIC Improvement Costs, if applicable). All funds deposited into escrow pursuant to this Recital C shall be referred to herein as the “Holdback Funds.”

D. The terms by which such Holdback Funds shall be released to Agency and Developer shall be as set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, effective as of the Effective Date, the parties agree as follows:

1. Agency and Developer hereby agree that the recitals set forth hereinabove are true and correct and incorporated into this Agreement.

2. Escrow Agent shall deposit the Holdback Funds into an interest bearing escrow account ("Escrow Account") at a depository acceptable to Agency and Developer ("Depository"). Any interest accruing on the Holdback Funds shall be added to and become a part of the Holdback Funds.

3. Escrow Agent hereby acknowledges receipt of the initial Holdback Funds and hereby agrees to invest said sums and disburse said sums strictly in accordance with the terms and conditions of this Agreement.

4. The Holdback Funds shall be released to the parties as follows:

(a) Developer shall be permitted to draw down on the Holdback Funds to pay for any costs and/or expenses incurred in constructing the Phase IC Improvements (or Phase IIC Improvement Costs, if applicable). Developer shall deliver a written disbursement request to both the Agency and Escrow Agent requesting that Escrow Agent release and pay to Developer or its designee from the Holdback Funds an amount equal to the costs and expenses that Developer has incurred in constructing the Phase IC Improvements (or Phase IIC Improvement Costs, if applicable). Such written statement shall include invoices or other documentation reasonably supporting the Developer's request. Provided that the Agency has not delivered to Escrow Agent and the Developer a written notice objecting to such disbursement request within five (5) business days after Agency's receipt of such request, Escrow Agent shall promptly disburse to Developer or its designee from the Holdback Funds the amount set forth in said written request.

(b) Upon the completion of the construction of the Phase IC Improvements (or Phase IIC Improvement Costs, if applicable), Developer shall present to the Escrow Agent and Agency a written statement setting forth all of the costs and expenses incurred and payable by Developer in connection with the construction of the Phase IC Improvements (or Phase IIC Improvement Costs, if applicable) which were not previously covered in the prior disbursements pursuant to Paragraph 4(a) above. Upon receipt of such written statement, Escrow Agent shall promptly disburse from the Holdback Funds to Developer the amount set forth in the said written notice. If Agency's share of the actual costs of the construction of the Phase IC Improvements exceeds the amount of the Holdback Funds, Agency shall deliver to Developer the amount of such difference within ten (10) days after receipt of written request from Developer.

5. Escrow Agent shall send any payments released to the Agency directly to the Agency's bank account pursuant to instructions received from the Agency.

6. Escrow Agent shall send any payments released to Developer directly to its bank account pursuant to instructions received from Developer.

7. Escrow Agent shall not be liable for any loss caused by the failure, suspension, bankruptcy or dissolution of the Depository.

8. Escrow Agent shall not be liable for loss or damage resulting from:

(a) any good faith act or forbearance of Escrow Agent;



(b) any default, error, action or omission of any party, other than Escrow Agent and its agents;

(c) the expiration of any time limit or other delay which is not caused by the failure of Escrow Agent to proceed as required by this Agreement;

(d) the lack of authenticity of any writing delivered to Escrow Agent or of any signature thereto, or the lack of authority of the signatory to sign such writing;

(e) Escrow Agent's compliance with all attachments, writs, orders, judgments, or other legal process issued out of any court;

(f) Escrow Agent's assertion or failure to assert any cause of action or defense in any judicial or administrative proceeding; or

(g) any loss or damage which arises after the Holdback Funds have been fully disbursed in accordance with the terms of this Agreement.

9. Except as otherwise provided herein, Agency and Developer hereby authorize and direct Escrow Agent to accept, comply with and obey any and all writs, orders, judgments or decrees entered or issued by any court with or without jurisdiction; and in the case Escrow Agent obeys or complies with any such writ, order, judgment or decree of any court, it shall not be liable to Agency or Developer or any other person by reason of such compliance, notwithstanding such writ, order, judgment or decree to be entered without jurisdiction or to be subsequently reversed, modified, annulled, set aside or vacated.

10. Any notice, consent or approval required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by Federal Express or another reputable commercial overnight courier that guarantees next day delivery and provides a receipt, or (c) by telefacsimile or telecopy, and such notices, consents or approvals shall be addressed to the addresses set forth in the DDA or such other address as either party may from time to time specify in writing to the other parties, except that notice to the Title Company shall be addressed to \_\_\_\_\_, Attn.: \_\_\_\_\_, Fax: \_\_\_\_\_. Any notice, consent or approval required or permitted to be given hereunder shall be deemed delivered when actually received by the recipient.

11. This Agreement shall not be assignable by Agency without the prior written consent of Developer, which consent may be given by Developer in its sole discretion. This Agreement shall only be assignable by Developer to the extent that the DDA is transferable or assignable pursuant to Article VIII of the DDA. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors and assigns.

12. If either party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement may be signed in counterparts and all counterparts so executed shall constitute one contract, binding on all parties hereto, even though all parties are not signatory to the same counterpart. The parties contemplate that they may be executing counterparts of the Agreement transmitted by facsimile and agree and intend that a signature by facsimile machine shall bind the party so signing with the same effect as though the signature were an original signature.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date and year first above written.

**AGENCY:**

**REDEVELOPMENT AGENCY OF THE CITY  
OF SOUTH SAN FRANCISCO,  
a public body, corporate and politic**

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

Name: \_\_\_\_\_  
Executive Director

**ATTEST:**

By: \_\_\_\_\_  
Agency Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Agency General Counsel

**DEVELOPER:**

**OYSTER POINT VENTURES LLC,  
a Delaware limited liability company**

By: SRI Nine Oyster Point LLC,  
a Delaware limited liability company,  
its Managing Member

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

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

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

By: SKS Oyster Point, LLC,  
a Delaware limited liability company,  
its Member

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

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

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

**ESCROW AGENT:**

**CHICAGO TITLE INSURANCE COMPANY**

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

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

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

**Exhibit A**

**Property**

**Exhibit B**

**Estimated Costs of Phase IC Improvements**

**Exhibit 4.1**

Form of Amendment to the Joint Powers Agreement Between the San Mateo County Harbor  
District and the City of South San Francisco

**AGREEMENT BETWEEN AND AMONG THE CITY OF SOUTH SAN FRANCISCO,  
THE REDEVELOPMENT AGENCY OF THE CITY OF SOUTH SAN FRANCISCO,  
AND THE SAN MATEO COUNTY HARBOR DISTRICT**

This Agreement Between and Among the City of South San Francisco, The Redevelopment Agency of South San Francisco, and the San Mateo County Harbor District (this "**AGREEMENT**"), dated and made effective as of March \_\_\_\_\_, 2011 (the "**Effective Date**"), is entered into by and among the City of South San Francisco, a municipal corporation ("**City**"), the Redevelopment Agency of the City of South San Francisco, a public body, corporate and politic ("**Agency**"), and the San Mateo County Harbor District, a political subdivision of the State of California ("**District**"). City, Agency and District are hereinafter collectively referred to as the "**Parties.**"

**RECITALS**

A. City is the owner of certain real property located in the City and commonly known as the Oyster Point Marina ("**Marina Property**"), as shown on the parcel map attached hereto as **Exhibit A**. City and District have entered into a joint powers agreement related to the development, operations, and maintenance of the Marina Property pursuant to Government Code section 6500 *et seq.* ("**JPA**"). City desires redevelopment of the Marina Property including potential commercial and office/research and development uses and public amenities.

B. District entered into certain long-term leases with King Ventures for certain portions of the Marina Property ("**King Leases**"), as shown generally on **Exhibit A**. District uses rent revenue from the King Leases to pay debt service on loans from the California Department of Boating and Waterways ("**DBW**"), which has a security interest in the King Leases.

C. Oyster Point Ventures, LLC ("**Developer**") is the owner of certain property located in the City, commonly known as the Oyster Point Business Park ("**Business Park**"), and adjacent to the Marina Property as shown on **Exhibit A**. Developer acquired the Business Park for the specific purpose of redeveloping the Business Park as a modern research and development life sciences campus with substantial public amenities.

D. Developer has proposed the development of an office/research and development life sciences campus, commercial development (including retail, restaurants, and hotel uses), and substantial public amenities located on the Business Park and a portion of the Marina Property as shown on **Exhibit B** ("**Project**"). In furtherance of Project, Developer also acquired King Ventures' interests in the King Leases. In addition, the City and Agency have proposed additional public and private improvements on a separate portion of the **Marina Property** as shown on **Exhibit B**.

E. The Parties anticipate that in addition to the Developer's acquisition of the King Leases, the Project will require one or more agreements with Developer to exchange interests in portions of the Marina Property ("**Conveyance Agreement**"), a Disposition and Development Agreement or similar agreement ("**DDA**") to establish conveyance and financing terms for development of portions of the Marina Property, and a development agreements and various land use entitlements to govern development of Project components at the Business Park and portions of the Marina Property ("**City Approvals**") (collectively, the "**Developer Binding Agreements**"). The Parties have agreed that the City and the Agency shall be the entities that negotiate and contract directly with Developer.

F. On May 27, 2009, the Parties entered into a Memorandum of Understanding ("MOU") as an expression of preliminary points of agreement among the Parties concerning development of the Project. This Agreement will supersede any points of agreement contained within the MOU.

G. City, in conjunction with Agency, pursuant to the California Environmental Quality Act (Section 21000 *et seq.* of the Public Resources Code, and the Guidelines set forth at 14 California Code of Regulations section 15000 *et seq.*, "CEQA"), has prepared and circulated for public comment a Draft EIR to evaluate the potential environmental impacts of the proposed Project. No construction will be authorized until (i) City, in conjunction with Agency, has certified as adequate and approved a Final EIR; (ii) City has approved the land use entitlements required for the Project; and (iii) any agreements or regulatory permits required by any other applicable regulatory agencies have been obtained. The City, by Resolution No. \_\_\_\_\_ certified the Oyster Point Specific Plan Environmental Impact Report ("EIR") for the Project and all related improvements.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1** **Purpose and Effectiveness of this Agreement.** This Agreement supersedes all of those preliminary points of agreement contained within the MOU. The Parties expressly acknowledge and agree that: (i) the terms and conditions set forth in this Agreement are subject to the approval of, or modification by, the governing bodies of City, Agency and District; and (ii) following approval of this Agreement by City, Agency and District, the Parties intend for the provisions contained within this Agreement to be self-executing upon occurrence of the required conditions precedent and will not require any further approval by the governing bodies of the City, Agency and District.

**Section 2** **Agency Rights and Obligations.** Any Agency rights and obligations under this Agreement will automatically be assigned to City in the event that Agency is terminated, or no longer has the ability to fulfill its obligations as set forth herein. Any assignment of rights and obligations pursuant to this Section does not require any further approval by the governing bodies of the City, Agency and District.

**Section 3** **Term.** The term of this Agreement (the "Term") shall commence on the Effective Date, and shall terminate on November 11, 2026 (*termination date of the JPA*), unless extended or earlier terminated as provided herein.

**Section 4** **JPA Amendment.** Upon point of conveyance of any portion of the Marina Property to Developer, Section 2 and Section 3 of the JPA, and those incorporated exhibits (Exhibit 1 and Exhibit 2), are hereby amended to remove from the terms of the JPA those conveyed portions of the Marina Property, as more particularly described in **Exhibit C**, attached hereto and incorporated by reference. Agency and District hereby consent to this amendment of the JPA, and no further approval by the governing bodies of the City, Agency and District is required. The timing of the property conveyance and JPA amendment shall occur pursuant to the provisions of the Disposition and Development Agreement between the Agency, City and the Developer. The remaining terms of the JPA will remain in full force and effect, unless otherwise amended pursuant to the terms of the JPA.

**Section 5**     **Lease Revenue.** In the event the King Leases are conveyed to the City or Agency and thereafter terminated prior to District's payment of its existing debt obligations to DBW which as of the Effective Date total \$10,083,374.03, Agency will provide the District an annual amount not to exceed the amount of minimum rent (as defined in the King Leases), including inflation adjustments set forth in the King Leases, that District is already entitled to under the King Leases ("**King Lease Rent**") commencing after termination of the King Leases and continuing until the DBW debt service is retired, or the termination of the King Leases in 2026, whichever occurs first. Agency will prorate any funds provided to DBW if the King Leases are terminated during a portion of a year. For purposes of example only if the King Leases were terminated on \_\_\_\_\_, 2011, the annual payment due to the District for minimum rent would equal \_\_\_\_\_, which is the same amount Developer presently pays for lease payments.

**Section 6**     **Marina Operations.**

6.1     **Dock Improvements.** City (with funding provided by the Agency) or Agency will commit and pay funds for design, engineering, permitting and construction of one or two new docks at the Harbor District operated harbor adjacent to the Marina Property in an amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00) over the next four years in connection with the Project, provided that District satisfies the District's obligation in Section 6.2.

6.2     **District Capital Improvement and Management Plans for Harbor Operations.** Prior to the Agency's obligation to pay funds for dock improvements as set forth in Section 6.1, District will provide the Agency and City with a draft capital improvement plan showing the new dock or docks and a management plan to increase berth occupancy and direct revenue, both of which documents shall be subject to review and approval by the City, which such approval shall not be unreasonably withheld.

6.3     **Government Approvals.** District is solely responsible for any permits, approvals and government entitlements required for dock improvements. Upon request, the City will consider waiving fees for permits, approvals, and other entitlements required for dock improvements.

**Section 7**     **District Office Space.**

7.1     **Temporary Office Space.** Upon City's receipt of Developer's request for conveyance of the property, the City and District will meet to discuss the District's temporary office space needs. The City will endeavor to provide six (6) months notice to the District of actual conveyance. Upon actual conveyance of property and receipt of a written request from the District, City will lease to District up to 2,000 square feet [approximate current office space use, to be confirmed by District] of temporary office space in a property owned by the City until the earlier of termination of the JPA or at such time as the Permanent Office Space specified in Section 7.2 is available for occupancy. The rental rate for the temporary office lease space shall be one dollar per year. District shall take the leased space in its "as-is" condition and shall be responsible for all costs associated with obtaining permits for and constructing tenant improvements within the space. District shall also pay all utility costs, maintenance costs, custodial services and applicable taxes for the temporary office lease space during the term of the lease.

7.2     **Permanent Office Space.** Provided that Phase I of Project is completed, the Agency will aggressively market for 40,000 square feet of commercial space that is presently proposed under the Oyster Point Specific Plan. Additionally, Agency and City will reserve up to 5,000 square feet of commercial space for District office and meeting room use. The rental rate for the permanent office lease space shall be based on market rate rent for comparable space at the time the lease is approved. Provided



that the Phase IC Improvements have been completed, and the Agency has aggressively marketed for 40,000 square feet of commercial space, but no space for the District office is developed within seven (7) years, the Parties will discuss providing a parcel of land for the District's office use and related facilities through the term of the JPA. The Parties agree that any such discussion shall occur as part of discussion related to the term of the JPA. District shall be responsible for all costs associated with obtaining permits for and constructing tenant improvements within the space. District shall also pay all utility costs, maintenance costs, custodial services and applicable taxes for the permanent office lease space during the term of the lease.

**Section 8**     **City Consultation.** For twenty-four (24) months following the Effective Date of this Agreement, City and Agency will consult with District regarding potentially extending the term of the JPA, and potentially amending the JPA to address the respective roles of the City and the District in operating the Marina Property; addition to or replacement of existing infrastructure; removal of outdated JPA provisions; the City's and District's respective obligations regarding providing services to the Marina Property, including police, fire, and landscaping; and/or potential revenue sharing for commercial properties. This provision does not obligate any Party to agree to any terms that may be discussed.

**Section 9**     **District Costs.** Provided the Agency has available funds arising for the continuation of redevelopment agency authority, the Agency will reimburse the District for its actual and reasonable costs of negotiating this Agreement in an amount not to exceed \$35,000.00.

**Section 10**    **Additional Debt by District.** District will not incur any additional debt secured by any revenue generated by the Marina Property or the property itself without first obtaining express written consent from the City.

**Section 11**    **Marina Property Access.** During the Term, District shall provide City, Agency and/or Developer access to the Marina Property and will cooperate with City, Agency and/or Developer to enable such parties or their representatives to obtain access to the Marina Property for the purpose of obtaining data and making tests necessary to investigate the condition of the Marina Property, provided that City, Agency and/or Developer comply with all safety rules and does not unreasonably interfere with the operations of any current tenants. City, Agency and/or Developer shall at all times keep the Marina Property free and clear of all liens and encumbrances affecting title to the Marina Property.

**Section 12**    **Notices.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by:

(i) personal delivery, in which case notice is effective upon delivery; or

(ii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

**City:** City of South San Francisco  
400 Grand Ave.  
South San Francisco, CA 94080  
Attn: City Manager  
Phone: (650) 829-6620  
Facsimile: (650) 829-6623

**Agency:** Redevelopment Agency of the City of South San Francisco  
400 Grand Ave.  
South San Francisco, CA 94080  
Attn: Executive Director  
Phone: (650) 829-6620  
Facsimile: (650) 829-6623

**with a copy to:** Meyers Nave  
575 Market Street, Suite 2600  
San Francisco, CA 94105  
Attn: Steven T. Mattas  
Phone: (415) 421-3711  
Facsimile: (415) 421-3767

**District:** San Mateo County Harbor District  
400 Oyster Point Blvd., Suite 300  
South San Francisco, CA 94080  
Attn: General Manager  
Phone: (650) 583-4400  
Facsimile: (650) 583-4611

**Section 13 Severability.** If any term or provision of this Agreement or the application thereof shall, to any extent, be held to be invalid or unenforceable, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Agreement or the application of such terms and provisions to circumstances other than those as to which it is held invalid or unenforceable unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provision.

**Section 14 Entire Agreement; Amendments in Writing; Counterparts.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral and written, between the Parties with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties or their successors in interest. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**Section 15 Successors and Assigns; No Third-Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided however, that neither Party shall transfer or assign any of such Party's rights hereunder by operation of law or otherwise without the prior written consent of the other Party, and any such transfer or assignment without such consent shall be void. Subject to the immediately preceding sentence, this Agreement is not

intended to benefit, and shall not run to the benefit of or be enforceable by, any other person or entity other than the Parties and their permitted successors and assigns.

**Section 16** **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**Section 17** **Relationship of Parties.** The Parties agree that nothing in this Agreement is intended to or shall be deemed or interpreted to create among them the relationship of buyer and seller, or of partners or joint venturers.

**Section 18** **Captions.** The captions used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions hereof.

**SIGNATURES ON THE NEXT PAGE**

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding effective as of the date first written above.

**CITY**

**CITY OF SOUTH SAN FRANCISCO,  
a municipal corporation**

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

Name: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

**DISTRICT**

**SAN MATEO COUNTY HARBOR DISTRICT,  
a political subdivision of the State of California**

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

Name: \_\_\_\_\_  
General Manager

ATTEST:

By: \_\_\_\_\_  
District Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
District Counsel

**AGENCY**

**REDEVELOPMENT AGENCY OF THE CITY OF  
SOUTH SAN FRANCISCO,  
a public body, corporate and politic**

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

Name: \_\_\_\_\_  
Executive Director

ATTEST:

By: \_\_\_\_\_  
Agency Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Agency General Counsel

**Exhibit List**

**EXHIBIT A**  
**MAP OF THE PROPERTY**

1613418.2

EXHIBIT B

EXHIBIT C





**Exhibit 4.6A**

**Form of Grant Deed**

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

Morrison & Foerster LLP  
425 Market Street  
San Francisco, California 94105  
Attn: Zane Gresham, Esq.

Documentary Transfer Tax is not of public record and is shown on a separate sheet attached to this deed.

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**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Redevelopment Agency of the City of South San Francisco, a public body corporate and politic (“Agency”), hereby grants to Oyster Point Ventures, LLC, a Delaware limited liability company (“Grantee”), the real property located in the City of South San Francisco, County of San Mateo, State of California, described on **Exhibit A** attached hereto and made a part hereof.

PROVIDED HOWEVER, that this Deed and the warranty of title contained herein is made expressly subject to real property taxes not yet due and payable.

Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

Executed as of this \_\_\_\_ day of \_\_\_\_\_, 201\_.

**AGENCY**

**REDEVELOPMENT AGENCY OF THE CITY OF SOUTH SAN FRANCISCO,  
a public body, corporate and politic**

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

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

Executive Director

ATTEST:

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

Agency Secretary

APPROVED AS TO FORM:

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

Agency General Counsel

Exhibit A to  
Deed

Legal Property Description

\_\_\_\_\_, 201\_\_

San Mateo County Recorder

\_\_\_\_\_, California \_\_\_\_\_

Re: Request That Statement of Documentary  
Transfer Tax Not be Recorded

Dear Sir or Madam:

Request is hereby made in accordance with Section 11932 of the Revenue and Taxation Code that this statement of tax due not be recorded with the attached deed but be affixed to the deed after recordation and before return as directed on the deed.

The attached deed names, Redevelopment Agency of the City of South San Francisco, a public body corporate and politic, as grantor, and Oyster Point Ventures, LLC, a Delaware limited liability company, as grantee.

The property being transferred and described in the attached deed is located in the City of South San Francisco, County of San Mateo, State of California.

The amount of Documentary Transfer Tax due on the attached deed is \$ \_\_\_\_\_ computed on full value of the property conveyed.

**AGENCY**

**REDEVELOPMENT AGENCY OF THE CITY OF SOUTH SAN FRANCISCO,  
a public body, corporate and politic**

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

Name: \_\_\_\_\_  
Executive Director

ATTEST:

By: \_\_\_\_\_  
Agency Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Agency General Counsel

**Exhibit 4.6B**

**Form of Assignment and Assumption of the King Leases**

**ASSIGNMENT AND ASSUMPTION OF GROUND LEASES**

This Assignment and Assumption of Ground Lease ("Assignment") is executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ (the "Effective Date") by and between Oyster Point Ventures, LLC, a Delaware limited liability company ("Assignor") and Redevelopment Agency of the City of South San Francisco, a public body corporate and politic ("Assignee").

**WITNESSETH:**

WHEREAS, Assignor, Assignee and The City of South San Francisco, a municipal corporation ("City") have entered into that certain Disposition and Development Agreement dated \_\_\_\_\_, 2011 (the "DDA");

WHEREAS, Assignor is the current owner and holder of certain leasehold estates (the "Leasehold Estates") covering certain ground lease parcels and the improvements thereon located as described in Exhibit A attached hereto and made a part hereof, which Leasehold Estates are created and evidenced by the documents and instruments described on Exhibit B (collectively, the "Ground Leases") attached hereto and made a part hereof; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, interest and obligations in, to and under the Ground Leases and Assignee desires to accept such assignment and assume Assignor's right, title, interest and obligations in, to and under the Ground Leases, all on the terms and conditions set forth below.

NOW, THEREFORE, IN CONSIDERATION of the foregoing, and the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, interest and obligations in and to the Leasehold Estates and the Ground Leases, together with the improvements located thereon, which transfer and conveyance shall include, without limitation, the right to possession of the premises.
  
2. Assignor's Obligations. Assignor shall not be responsible under the Ground Leases for the discharge and performance of any and all duties and obligations to be performed and/or discharged by the lessee under the Ground Leases arising subsequent to the Effective Date. Notwithstanding the foregoing, to the extent any duties and obligations to be performed and/or discharged under the Ground Leases arose prior to the Effective Date, Assignor shall promptly perform and/or discharge such duties and/or obligations as they become due.

3. Assumption. Effective as of the Effective Date, Assignee hereby accepts the foregoing assignment and assumes all of lessee's duties and/or obligations under the Ground Leases to the extent such duties or obligations arise subsequent to the Effective Date.

4. Indemnification.

(a) Assignee shall save and defend, protect, indemnify and hold Assignor harmless from any and all claims, demands, actions, causes of actions, suits, proceedings, damages, liabilities, costs and expenses of every nature whatsoever relating to the Ground Leases or the premises demised thereunder (collectively, "Claims") arising out of matters occurring on or after the Effective Date of this Assignment regardless of whether such Claims were first made either prior to or after the Effective Date; provided, however, the foregoing indemnity shall not extend to or include any claims, demands, actions, causes of action, suits, proceedings, damages, liabilities, costs and expenses resulting from or caused by the willful or negligent act of Assignor, its agents or employees.

(b) Assignor shall save and defend, protect, indemnify and hold Assignee harmless from any and all Claims arising out of matters occurring prior to the Effective Date of this Assignment regardless of whether such Claims were first made either prior to or after the Effective Date; provided, however, the foregoing indemnity shall not extend to or include any claims, demands, actions, causes of action, suits, proceedings, damages, liabilities, costs and expenses resulting from or caused by the willful or negligent act of Assignee, its agents or employees.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the laws of the State of California.

7. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any signature page of this Assignment may be detached from and added to any counterpart of this Assignment identical in form hereto.

*[Signatures continue on following page]*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the Effective Date.

"ASSIGNOR"

**OYSTER POINT VENTURES LLC,  
a Delaware limited liability company**

By: SRI Nine Oyster Point LLC,  
a Delaware limited liability company,  
its Managing Member

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

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

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

By: SKS Oyster Point, LLC,  
a Delaware limited liability company,  
its Member

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

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

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

"ASSIGNEE"

**REDEVELOPMENT AGENCY OF THE  
CITY OF SOUTH SAN FRANCISCO,  
a public body, corporate and politic**

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

Name: \_\_\_\_\_  
Executive Director

ATTEST:

By: \_\_\_\_\_  
Agency Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Agency General Counsel

EXHIBIT A  
LEGAL DESCRIPTION



EXHIBIT B

DESCRIPTION OF GROUND LEASES



**Exhibit 4.6.1A**  
**Form of Bill of Sale**

**BILL OF SALE**

For good and valuable consideration the receipt of which is hereby acknowledged, Redevelopment Agency of the City of South San Francisco, a public body corporate and politic (“**Agency**”), does hereby sell, transfer, and convey to Oyster Point Ventures, LLC, a Delaware limited liability company (“**Developer**”), all personal property owned by Agency and located on or in or used in connection with the Conveyed Property (as such term is defined in that certain Disposition and Development Agreement entered into by and among Agency, Developer and The City of South San Francisco, a municipal corporation on \_\_\_\_\_, 2011), including, without limitation, those items described in Schedule A attached hereto.

Seller does hereby represent to Buyer that Seller is the lawful owner of such personal property, that such personal property is free and clear of all encumbrances, and that Seller has good right to sell the same as aforesaid.

DATED this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**AGENCY**

**REDEVELOPMENT AGENCY OF THE CITY OF SOUTH SAN FRANCISCO,  
a public body, corporate and politic**

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

Name: \_\_\_\_\_  
Executive Director

ATTEST:

By: \_\_\_\_\_  
Agency Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Agency General Counsel

Schedule A to  
Bill of Sale

**Exhibit 4.6.1B**

**Form of Assignment of Intangible Property**

**ASSIGNMENT OF SERVICE CONTRACTS, WARRANTIES, GUARANTIES  
AND OTHER INTANGIBLE PROPERTY**

THIS ASSIGNMENT (“Assignment”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by Redevelopment Agency of the City of South San Francisco, a public body corporate and politic (“Assignor”), to Oyster Point Ventures, LLC, a Delaware limited liability company (“Assignee”).

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, effective as of the Effective Date (as defined below), Assignor hereby assigns and transfers unto Assignee all of its right, title, claim and interest in and under the following:

- (a) all warranties and guaranties made by or received from any third party with respect to any building, building component, structure, fixture, machinery, equipment, or material situated on, contained in any building or other improvement situated on, or comprising a part of any building or other improvement situated on, any part of that certain real property described in Exhibit A attached hereto (the “Property”) including, without limitation, those warranties and guaranties listed in Schedule 1 attached hereto (collectively, “Warranties”);
- (b) all of the service contracts listed in Schedule 2 attached hereto (the “Service Contracts”); and
- (c) any and all licenses, permits, authorizations, certificates of occupancy and similar documents pertaining, or applicable to, or in any way connected with, the rental, maintenance and operation of the Property.

ASSIGNOR AND ASSIGNEE FURTHER HEREBY AGREE AND COVENANT AS FOLLOWS:

1. Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys’ fees, originating prior to the Effective Date and arising out of the owner’s obligations under the Service Contracts.
2. Except as otherwise set forth in that certain Disposition and Development Agreement entered into by and among Agency, Developer and The City of South San Francisco, a municipal corporation on \_\_\_\_\_, 2011 (the “DDA”), effective as of the Effective Date, Assignee hereby assumes all of the owner’s obligations under the Service Contracts and agrees to indemnify Assignor against and hold Assignor harmless from any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys’ fees, originating on or subsequent to the Effective Date and arising out of the owner’s obligations under the Service Contracts.

3. If either party hereto fails to perform any of its obligations under this Assignment or if a dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Assignment, then the defaulting party or the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, arbitration or court costs and attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Assignment shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Assignment and to survive and not be merged into any such judgment.

4. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

5. This Assignment shall be governed by and construed and in accordance with the laws of the State of California.

6. For purposes of this Assignment, the "Effective Date" shall be the date of the Closing (as defined in the DDA).

*[Signatures continue on following page]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

"ASSIGNOR"

**REDEVELOPMENT AGENCY OF THE  
CITY OF SOUTH SAN FRANCISCO,  
a public body, corporate and politic**

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

Name: \_\_\_\_\_  
Executive Director

ATTEST:

By: \_\_\_\_\_  
Agency Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Agency General Counsel

"ASSIGNEE"

**OYSTER POINT VENTURES LLC,  
a Delaware limited liability company**

By: SRI Nine Oyster Point LLC,  
a Delaware limited liability company,  
its Managing Member

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

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

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

By: SKS Oyster Point, LLC,  
a Delaware limited liability company,  
its Member

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

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

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

Exhibit A to  
Assignment of Service  
Contracts Warranties  
and Guaranties and  
Other Intangible Property



Schedule 1 to  
Assignment of Service  
Contracts Warranties  
and Guaranties and  
Other Intangible Property

List of Warranties

Schedule 2 to  
Assignment of Service  
Contracts Warranties  
and Guaranties and  
Other Intangible Property

List of Service Contracts

**Exhibit 4.6.1C**

**Form of FIRPTA Affidavit**

**CERTIFICATE OF TRANSFEROR  
OTHER THAN AN INDIVIDUAL  
(FIRPTA Affidavit)**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Redevelopment Agency of the City of South San Francisco, a public body corporate and politic ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is: \_\_\_\_\_; and
4. Transferor's office address is City of South San Francisco, 400 Grand Avenue, South San Francisco, CA 94080.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

*[Signature on following page]*

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

**AGENCY**

**REDEVELOPMENT AGENCY OF THE CITY OF SOUTH SAN FRANCISCO,  
a public body, corporate and politic**

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

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

Executive Director

ATTEST:

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

Agency Secretary

APPROVED AS TO FORM:

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

Agency General Counsel

**Exhibit 4.8.2**  
**Service Contracts**

*[None]*



**EXHIBIT 4.8.8:**

**Pre-Existing Environmental Conditions**

The following documents identify the known existing environmental conditions at Oyster Point Marina Village:

Documents commissioned by S/SKS:

1. Treadwell and Rollo, Environmental and Geotechnical Consultants. "Draft Sump 1 Investigation, Former Oyster Point Landfill, South San Francisco, CA." April 9, 2009.
2. Treadwell and Rollo, Environmental and Geotechnical Consultants. "Sump 1 and 2: Cost Estimates for Development-related Remediation, Oyster Point Landfill/Oyster Point Business Park, South San Francisco, CA." March 20, 2009.
3. Treadwell and Rollo, Environmental and Geotechnical Consultants. "Geotechnical Investigation of the Landfill Cover, Oyster Point Landfill, South San Francisco, CA" March 13, 2009.
4. Treadwell and Rollo, Environmental and Geotechnical Consultants. "Work Plan for Investigation and Delineation of Sump 1, Oyster Point Landfill/Oyster Point Business Park, South San Francisco, CA." February 25, 2009.
5. Tom Graf, Grafcon. Letter to with confirmation from Vic Pal, Regional Water Quality Control Board and Greg Schirle, Environmental Health, LEA Section, San Mateo County: "Results of Meeting to Discuss Regulatory Requirements Shorenstein/SKS Oyster Point Landfill Development, South San Francisco, CA." February 9, 2009.
6. Treadwell and Rollo, Environmental and Geotechnical Consultants. "Peer Review of Waste Discharge Requirements Monitoring, Oyster Point Landfill/Oyster Point Business Park, South San Francisco, CA." February 3, 2009.
7. Treadwell and Rollo, Environmental and Geotechnical Consultants. "Methane Mitigation Systems: Description and Unit Costs, Oyster Point Landfill/Oyster Point Business Park, South San Francisco, CA." January 29, 2009.
8. Treadwell and Rollo, Environmental and Geotechnical Consultants. "Methane Mitigation Systems: Description and Unit Costs, Oyster Point Landfill/Oyster Point Business Park, South San Francisco, CA." January 29, 2009.
9. Treadwell and Rollo, Environmental and Geotechnical Consultants. "BAAQMD Permit Exemption for Landfill and Building Methane Mitigation Systems, Oyster Point Landfill/Oyster Point Business Park, South San Francisco, CA." January 29, 2009.
10. Treadwell and Rollo, Environmental and Geotechnical Consultants. "Preliminary Foundation Design Criteria, Oyster Point Development, South San Francisco, CA." January 16, 2009.

11. McCampbell Analytical, Inc. Work Order Nos. 0812760 and 0812696, Sample Analysis and QC Report, Oyster Point. January 5, 2009.

12. MACTEC Engineering and Consulting, Inc. "Phase I Environmental Site Assessment, Oyster Point King/SKS and City Parcels, Oyster Point and Marina Boulevards, South San Francisco, CA." September 26, 2008.

Other Documents:

1. Terra Engineers, Inc. with PES Environmental, Inc. "2008 Semi-Annual Monitoring Report, Former Oyster Point Landfill, South San Francisco, CA." July 22, 2008.

2. Terra Engineers, Inc. with PES Environmental, Inc. "Annual Report 2007, Former Oyster Point Landfill, South San Francisco, CA." January 28, 2008.

3. Kleinfelder West, Inc. "Feasibility Study and Cost Estimate, Proposed Oyster Point Marina Redevelopment, South San Francisco, CA." November 12, 2007.

4. Gabewell, Inc. with PES Environmental, Inc. "Post-Closure Development Standards Report, Oyster Point Landfill South San Francisco, CA." November 2000.

5. Gabewell, Inc. with Harding Lawson Associates. "Final Closure and Post-Closure Maintenance Plan, Oyster Point Landfill, South San Francisco, CA." September 2000.

6. Regional Water Quality Control Board. "Order No. 00-046 Updated WDR and Rescission of Order No. 77-19." June 21, 2000.

7. CH2MHill, "Soil Sampling and Analysis Plan for Characterizing and Disposing of Excavated Soil at the Gull Drive Excavation, South San Francisco," July 23-24, 1996.

8. CH2MHill, "Construction Quality Assurance Report, City of South San Francisco Landfill, Gull Drive Final Cover Extension, South San Francisco, CA," October 1996.

9. CH2MHill, "Project Plans for Construction of City of South San Francisco Landfill, Gull Drive Final Cover Extension," April 1996.

10. Levine-Fricke, "Figure 4: Sump Locations" [loose page], undated.

11. CH2MHill, "Work Plan for the Gull Drive Field investigation, South San Francisco, CA," January 1996.

12. ICF Technology, "CERCLA Site Inspection, Oyster Point Marina, Oyster Point Boulevard, South San Francisco, CA 94080, San Mateo County," August 12, 1987



**Exhibit 4.9.1**  
**Form of Title Policies**



# Chicago Title Company

**ISSUING OFFICE:** 2150 John Glenn Drive, Suite 300 • Concord, CA 94520  
925 288-8000 • FAX 925 521-9562

## PRELIMINARY REPORT

Title Officer: Martha Kendall

Title No.: 11-**40702883**-MK

Locate No.: CACTI7741-7741-2407-0040702883

TO: Chicago Title Company-San Francisco  
455 Market Street, Suite 2100  
San Francisco, CA 94105

ATTN: Nicole Carr

**PROPERTY ADDRESS:** Oyster Point Marina Project, South San Francisco, California

**EFFECTIVE DATE:** February 3, 2011, 07:30 A.M.

The form of policy or policies of title insurance contemplated by this report is:

ALTA Owner's Policy (6/17/06)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

**The City of South San Francisco, a municipal corporation**

*To be vested in Oyster Point Ventures, LLC*

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

MK\MK 02/28/2011

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

*Legal to be updated once approved by title company.*  
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SOUTH SAN FRANCISCO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

**PARCEL ONE:**

Parcel A, as shown on parcel map 99-005, filed December 8, 1999 in Book 72 of Parcel Maps, page 6, San Mateo County records; Parcel D-1 and a portion of Parcel D-2, as shown on parcel map 89-262, filed May 23, 1989 in Book 62 of Parcel Maps, page 25, San Mateo County records; portion of Parcel B and a portion of Remainder Parcel 1, as shown on the map filed January 9, 1985 in Book 55 of Parcel Maps, page 61, San Mateo County records, described as follows:

No description has been prepared.

**PARCEL TWO:**

Portion of Parcel B and a portion of Remainder Parcel 1, as shown on the map filed January 9, 1985 in Book 55 of Parcel Maps, page 61, San Mateo County records; the area described in the Amended Final Order of Condemnation recorded December 3, 2001, Series No. 2001-193965 Official Records, San Mateo County records described as follows:

No description has been provided.

**PARCEL THREE:**

A portion of the Remainder Parcel 1, as shown on the map filed January 9, 1985 in Book 55 of Parcel Maps, page 61, San Mateo County records, described as follows:

No description has been provided.

NOTE: THE DESCRIPTION CONTAINED HEREIN IS BASED UPON INFORMATION SUBMITTED TO THIS COMPANY FOR THE PURPOSE OF THIS REPORT; IT IS NOT BASED UPON A SURVEY. SAID DESCRIPTION DOES NOT LOCATE THE LAND BY REFERENCE TO MONUMENTS OF RECORD AND IS NOT SUFFICIENT FOR TITLE INSURANCE PURPOSES. LINES AND MONUMENTS THEREIN REFERRED TO MUST BE LOCATED BY A CORRECT SURVEY, CONSIDERATION BEING GIVEN TO DESCRIPTIONS OF ADJOINING LANDS NOT INTENDED TO BE INCLUDED WITHIN THE DEVELOPMENT AREA. ANY FINAL REPORT OR POLICY IS DEPENDENT UPON SUCH A PROPER DESCRIPTION BEING FURNISHED AND WILL BE SUBJECT TO ANY MATTERS DISCLOSED BY THE TITLE SEARCH OF ANY ADDITIONAL LAND DISCLOSED BY SUCH DESCRIPTION.

A portion of apns: 015-010-260; 015-010-270; 015-010-010-600; 015-190-170 and 015-190-190

**AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

1. **Property taxes**, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2011-2012.
2. **The lien of supplemental taxes**, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California, *assessed as a result of events occurring subsequent to the date of the Policy.*
3. ~~Any adverse claim~~ based upon the assertion that any portion of said land was not tideland or submerged land which was available for disposition by the State of California, or that any portion thereof has ceased to be tidelands or submerged lands by reason of erosion or by reason of having become upland by accretion.
4. **Rights and easements** for commerce, navigation and fishery. *(affects Parcel A only)*
5. ~~Any adverse claim~~ based upon the assertion that some portion of said land is tide or submerged lands, or has been created by artificial means or has accreted to such portion so created.
6. ~~An easement for existing pipe lines and pumping station~~  
~~affects: a portion of the premises lying within Parcel A (72 PM 6)~~
7. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.  

Granted to:	Pacific Gas and Electric Company
Purpose:	any existing electric transmission lines and gas mains
Recorded:	March 6, 1912, Book 206, Page 487, of deeds
Affects:	The exact location and extent of said easement is not disclosed of record.

A portion of said easement has been quitclaimed by instrument recorded February 26, 1926, Book 197, page 467 Official Records.
8. ~~Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.~~  

<del>Granted to:</del>	<del>South San Francisco Belt Railway</del>
<del>Purpose:</del>	<del>right of way</del>
<del>Recorded:</del>	<del>December 8, 1928, Instrument No. 23920-B, Book 384, Page 289, of Official Records</del>
<del>Affects:</del>	<del>a portion of the premises lying within Parcel A (72 PM 6)</del>

9. ~~Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.~~

~~Granted to: South San Francisco Land and Improvement Co  
Purpose: Roadway  
Recorded: February 19, 1940, Instrument No. 15916-11, Book 1462, Page 2, of Official Records  
Affects: Portion of the premises~~

10. ~~Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.~~

~~Granted to: South San Francisco Land and Improvement Co  
Purpose: Highway  
Recorded: December 19, 1950, Instrument No. 6546-J, Book 1995, Page 227, of Official Records  
Affects: a portion of the premises, per 55 PM 61 a Note: Portions of Roadway Easement 1995 O.R. 227 have been abandoned per City Resolution No. 29-83~~

11. ~~Matters contained in that certain document entitled "Agreement Between Land Owners, and Declarations Concerning Responsibility in Connection With Improvement Work Establishing Covenants Running With the Land" dated June 25, 1965, executed by and between Cabot, Cabot and Forbes California Properties, Inc., a Delaware corporation, and The City of South San Francisco, a municipal corporation recorded September 12, 1969, Instrument No. 64897AC, Book 5688, Page 397, of Official Records.~~

~~Reference is hereby made to said document for full particulars.~~

12. ~~Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.~~

~~Granted to:  
Purpose: water line  
Recorded: September 26, 1969, Book 5694, Page 539, of Official Records  
Affects: a portion of Parcel Two~~

13. ~~Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.~~

~~Granted to: Pacific Gas and Electric Company  
Purpose: pipe line  
Recorded: October 16, 1969, Book 5702, Page 385, of Official Records  
Affects: a portion of Parcel Two~~

14. ~~Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.~~

~~Granted to: South San Francisco Recreation and Park District  
Purpose: slope  
Recorded: July 31, 1973, Book 6441, Page 422, of Official Records  
Affects: a portion of the premises~~

15. ~~Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.~~

~~Granted to: California Water Service Company, a California corporation  
Purpose: water line purposes  
Recorded: November 5, 1982, Instrument No. 82006482, of Official Records  
Affects: portions of the premises~~

16. ~~Matters contained in that certain document entitled "Joint Powers Agreement San Mateo County Harbor District and City of South San Francisco" dated October 21, 1977, executed by and between San Mateo County Harbor District, and City of South San Francisco, a municipal corporation recorded October 15, 1984, Instrument No. 84111706, of Official Records, which document, among other things, contains or provides for Terms and Conditions contained therein.~~

~~Reference is hereby made to said document for full particulars.~~

~~Addendum to Joint Powers Agreement, dated October 23, 1985, by and between San Mateo County Harbor District, and City of South San Francisco, a municipal corporation, and South San Francisco Park and Recreation District, which recorded December 27, 1985 as Instrument No's. 85138850, 85138851, 85138853, of Official Records, upon the terms and conditions contained therein.~~

17. ~~An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document.~~

~~Entitled: Abstract of Lease  
lessor: San Mateo County Harbor District  
lessee: Oyster Point Village Associates, Inc.  
Recorded: January 9, 1985, Instrument No. 85-2685, of Official Records.~~

~~The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.~~

ITEMS: (continued)

Title No. 11-40702883-MK  
Locate No. CACTI7741-7741-2407-0040702883

**18. Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Gas and Electric Company, a California corporation and Pacific Bell, a California corporation  
Purpose: Underground conduits, pipes, manholes, service boxes, wires, cables and electrical conductors; aboveground marker posts, risers and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads  
Recorded: December 4, 1985, Instrument No. 85130034, of Official Records  
Affects: 10 foot strip over the westerly portion as described therein

**19. ~~An unrecorded lease~~** with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

~~Entitled: Site Locations Lease Assignment  
Lessor: Oyster Point Village, LTD by Oyster Point Village Assoc., Inc.  
Lessee: Jaime B. and Cynthia G. Ferrer, III  
Recorded: May 19, 1986, Instrument No. 86054025, of Official Records~~

~~The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.~~

**20. ~~An unrecorded lease~~** with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

~~Entitled: Abstract of Lease Parcel B (Oyster Point Marina/Park)  
Lessor: San Mateo County Harbor District  
Lessee: Oyster Point Village, Ltd., a California limited partnership  
Recorded: April 10, 1987, Instrument No. 87052593, of Official Records~~

~~Amendment to Leasehold Agreements for Parcels B and D at Oyster Point Marina/Park (Building Restrictions), as set forth in the document executed by and between San Mateo County Harbor District, City of South San Francisco, South San Francisco Park and Recreation District, and Oyster Point Village, Ltd, which recorded December 27, 1985, Instrument/File No. 85138852, 85138854, & 85138855, of Official Records~~

~~The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.~~

**21. ~~Easement(s)~~** for the purpose(s) shown below and rights incidental thereto as granted in a document.

~~Granted to: California Water Service Company, a corporation  
Purpose: Water line  
Recorded: November 14, 1988, Instrument No. 88155501, of Official Records  
Affects: A portion of premises~~

ITEMS: (continued)

Title No. 11-40702883-MK  
Locate No. CACTI7741-7741-2407-0040702883

22. ~~An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document~~

~~Entitled: Memorandum of Lease.  
Lessor: San Mateo County Harbor District  
Lessee: Inn Development, Inc.  
Recorded: October 13, 1989, Instrument No. 89-137949, of Official Records.~~

~~The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.~~

23. ~~Matters contained in that certain document entitled "License Agreement" dated August 16, 1989, executed by and between Chin Investment Company of San Francisco, a California corporation, and Inn Development, Inc, a California corporation recorded December 29, 1989, Instrument No. 89-175363, of Official Records, which document, among other things, contains or provides for: Terms and conditions contained therein.~~

~~Reference is hereby made to said document for full particulars.~~

24. ~~Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:~~

~~Granted to: Tomco Investment and Development, Inc.  
Purpose: Landscaping, slope protection, public access and open space.  
Recorded: August 14, 1990, Instrument No. 90108872, of Official Records.  
Affects: A portion of premises~~

25. ~~Matters contained in that certain document entitled "Assignment of Ground Lessor" dated April 23, 1997, executed by and between San Mateo County Harbor District, The City of South San Francisco, Allied Capital Commercial Corp. and Oyster Point Marina Inn recorded April 29, 1997, Instrument No. 97-49865, of Official Records.~~

~~Reference is hereby made to said document for full particulars.~~

26. ~~Matters contained in that certain document entitled "Agreement of Ground Lessor" dated April 25, 1997, executed by and between San Mateo County Harbor District, and City of South San Francisco, a municipal corporation, for the benefit of Allied Capital Commercial Corporation, a Maryland corporation, and for the benefit of Oyster Point Village, a California corporation recorded May 14, 1997, Instrument No. 97057043, of Official Records, which document, among other things, contains or provides for: Terms and conditions contained therein.~~

~~Reference is hereby made to said document for full particulars.~~



27. ~~An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document~~

~~Entitled: Memorandum of Ground Lease  
Lessor: San Mateo County Harbor District  
Lessee: Raizer Resources, LLC  
Recorded: January 3, 2000, Instrument No. 2000-329, of Official Records~~

~~The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.~~

28. ~~An assignment of all moneys due, or to become due as rental or otherwise from said land, to secure payment of an indebtedness, shown below and upon the terms and conditions therein~~

~~Amount: \$1,500,000.00  
Assigned to: The State of California, Department of Boating and Waterways, a public agency  
By: San Mateo County Harbor District, a political subdivision  
Recorded: June 13, 2005, Instrument No. 2005-096842, of Official Records~~

29. The fact that said land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document.

Redevelopment  
Agency: The South San Francisco Downtown/Central Redevelopment Project  
Recorded: June 24, 2005, Instrument No. 2005-106176, of Official Records

Revised Statement of Institution of Redevelopment Proceedings recorded November 26, 2007, Instrument No. 2007-165903, of Official Records.

30. ~~An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document~~

~~Entitled: Memorandum of Lease  
Lessor: San Mateo County Harbor District and the City of South San Francisco  
Lessee: San Francisco Bay Area Water Emergency Transportation Authority  
Recorded: August 31, 2009, Instrument No. 2009-117086, of Official Records~~

~~The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.~~

31. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said land that is satisfactory to this Company, and/or by inquiry of the parties in possession thereof.

*To be deleted upon receipt of an updated survey of the new parcels.*

32. ~~Any rights of the parties in possession~~ of a portion of, or all of, said land, which rights are not disclosed by the public record.

~~This Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.~~

33. ~~This Company will require an Owner's Affidavit to be completed by the party(ies) named below before any title insurance requested under this application will be issued.~~

Party(ies): ~~The City of South San Francisco, a municipal corporation.~~

~~The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.~~

34. ~~The application for title insurance was placed by reference to only a street address or tax identification number.~~

~~Based on our records, we believe that the description in this report covers the parcel requested, however, if the legal description is incorrect a new report must be prepared.~~

~~If the legal description is incorrect, in order to prevent delays, the seller/buyer/borrower must provide the Company and/or the settlement agent with the correct legal description intended to be the subject of this transaction.~~

#### END OF ITEMS

- Note 1.** There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.
- Note 2.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 3.** Please contact Escrow Office for Wire Instructions.
- Note 4.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

NOTES: (continued)

Title No. 11-40702883-MK  
Locate No. CACTI7741-7741-2407-0040702883

END OF NOTES

Required Endorsements:

- Comprehensive
- Tax Parcel
- Subdivision
- Access



**Exhibit 6.10.1**

**Form of Certificate of Completion**

**FORM OF CERTIFICATE OF COMPLETION**

WHEREAS, the Redevelopment Agency of the City of South San Francisco ("Agency"), the City of South San Francisco ("City"), and Oyster Point Ventures, LLC, a Delaware limited liability company ("Developer") entered into a Disposition and Development Agreement dated as of \_\_\_\_\_, 2011 (the "Agreement"), a memorandum of which was recorded on \_\_\_\_\_, 2011 in the Office of the County Recorder of San Mateo County, at \_\_\_\_\_ of the Official Records setting forth the terms and conditions under which the Agency would convey certain real property to Developer, which property is particularly described in Exhibit A attached hereto and made a part hereof (the "Property"), and setting forth certain obligations of the Developer to construct certain Improvements (as defined in the Agreement) on the Property;

WHEREAS, by Grant Deed dated \_\_\_\_\_ 20\_\_ (the "Deed"), which was recorded on \_\_\_\_\_ 20\_\_, in the Office of the County Recorder of San Mateo County, at \_\_\_\_\_ of the Official Records, the Agency did convey to the Developer fee simple title to the Property;

WHEREAS, the Agency has conclusively determined that the construction obligations of the Developer as to [\_\_\_\_\_] as specified in the Agreement have been fully performed and the Improvements (as defined in the Agreement) completed in accordance therewith; and

WHEREAS, as stated in the Agreement, this Certificate of Completion does not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage or any insurer of a mortgage securing money loaned to finance the Redevelopment Project or any part thereof and shall not be deemed a notice of completion under the California Civil Code, nor shall this Certificate provide evidence that Developer has satisfied any obligation that survives the expiration of the Agreement;

NOW THEREFORE, as provided in the Agreement, with respect to the Property, and subject to the foregoing provisions hereof, the Agency does hereby certify that such obligations and Improvements have been fully performed and completed as aforesaid and that the Agreement shall be deemed terminated and of no further force or effect, except as provided therein.

*[Signature on following page]*

IN WITNESS WHEREOF, the Agency has duly executed this instrument this day  
of \_\_\_\_\_, 20\_\_.

REDEVELOPMENT AGENCY OF THE CITY OF  
SOUTH SAN FRANCISCO, a public body, corporate  
and politic

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

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

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

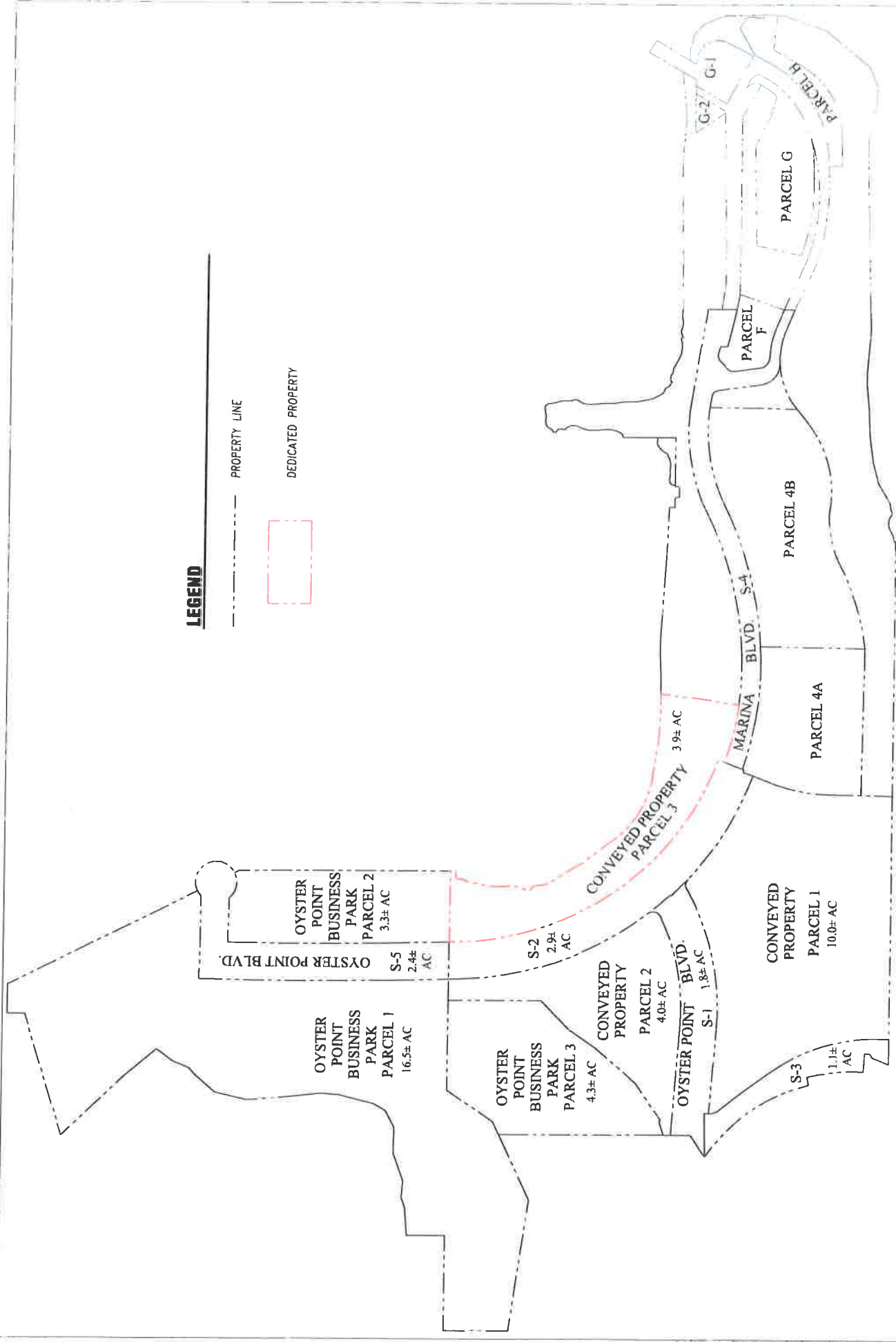
**Exhibit 6.11.1**

**Legal Description and Depiction of Dedicated Property**

**LEGEND**

PROPERTY LINE

DEDICATED PROPERTY





**DEDICATED PROPERTY**

ALL THAT REAL PROPERTY LOCATED IN THE CITY OF SOUTH SAN FRANCISCO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA. THE BELOW DESCRIBED PARCEL BEING A PORTION OF PARCEL C AND A PORTION OF THE REMAINDER PARCEL AS SHOWN ON THE PARCEL MAP RECORDED AT BOOK 55 AT PAGES 61 THROUGH 64 IN THE RECORDS OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA. .

SAID PARCEL MORE PARTICULAR DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE SOUTH EAST CORNER OF PARCEL 4 AS SHOWN ON THE PARCEL MAP RECORDED IN BOOK 52 AT PAGE 59 OF THE RECORDS OF SAN MATEO COUNTY, CALIFORNIA

- 1) THENCE S00° 00' 55"E FOR 16.61 FEET;
- 2) THENCE S89° 59' 05"W FOR 18.77 FEET;
- 3) THENCE TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 87° 02' 04" FROM WHICH THE RADIUS POINT BEARS N87° 03' 01"W, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 7.60 FEET, SAID CURVE HAVING A CHORD BEARING OF S46° 28' 01"W FOR 6.89 FEET;
- 4) THENCE S02° 57' 02"W FOR 12.14 FEET;
- 5) THENCE S22° 32' 46"W FOR 26.79 FEET;
- 6) THENCE S05° 17' 28"W FOR 16.62 FEET;
- 7) THENCE S14° 33' 22"W FOR 18.66 FEET;
- 8) THENCE S07° 07' 20"W FOR 46.52 FEET;
- 9) THENCE S02° 39' 54"E FOR 26.13 FEET;
- 10) THENCE S11° 27' 55"E FOR 9.33 FEET;
- 11) THENCE S03° 55' 51"W FOR 16.94 FEET;
- 12) THENCE S15° 09' 09"W FOR 13.90 FEET;
- 13) THENCE S07° 33' 30"W FOR 7.72 FEET;
- 14) THENCE S31° 12' 57"W FOR 14.75 FEET;

- 15) THENCE TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 99° 15' 11" FROM WHICH THE RADIUS POINT BEARS S58° 47' 02"E, THENCE LEFT ALONG SAID CURVE FOR AN ARC LENGTH OF 20.79 FEET, SAID CURVE HAVING A CHORD BEARING OF S18° 24' 37"E FOR 18.28 FEET;
- 16) THENCE S68° 02' 11"E FOR 4.44 FEET;
- 17) THENCE TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 6.73 FEET AND A CENTRAL ANGLE OF 57° 05' 06" FROM WHICH THE RADIUS POINT BEARS S33° 25' 31"W, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 6.71 FEET, SAID CURVE HAVING A CHORD BEARING OF S28° 01' 56"E FOR 6.43 FEET;
- 18) THENCE S10° 34' 28"E FOR 6.58 FEET;
- 19) THENCE TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 89.35 FEET AND A CENTRAL ANGLE OF 34° 25' 13" FROM WHICH THE RADIUS POINT BEARS N89° 41' 32"E, THENCE LEFT ALONG SAID CURVE FOR AN ARC LENGTH OF 53.68 FEET, SAID CURVE HAVING A CHORD BEARING OF S17° 31' 04"E FOR 52.87 FEET;
- 20) THENCE S33° 05' 28"E FOR 51.02 FEET;
- 21) THENCE S30° 08' 44"E FOR 51.48 FEET;
- 22) THENCE S39° 10' 44"E FOR 68.51 FEET;
- 23) THENCE S36° 43' 24"E FOR 31.32 FEET;
- 24) THENCE TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 290.17 FEET AND A CENTRAL ANGLE OF 44° 11' 01" FROM WHICH THE RADIUS POINT BEARS N56° 01' 39"E, THENCE LEFT ALONG SAID CURVE FOR AN ARC LENGTH OF 223.76 FEET, SAID CURVE HAVING A CHORD BEARING OF S56° 03' 52"E FOR 218.26 FEET;
- 25) THENCE S81° 27' 48"E FOR 127.43 FEET;
- 26) THENCE TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 1550.60 FEET AND A CENTRAL ANGLE OF 05° 19' 25" FROM WHICH THE RADIUS POINT BEARS N05° 19' 30"E, THENCE LEFT ALONG SAID CURVE FOR AN ARC LENGTH OF 144.08 FEET, SAID CURVE HAVING A CHORD BEARING OF S87° 20' 13"E FOR 144.02 FEET;
- 27) THENCE S07° 36' 22"W FOR 236.51 FEET;
- 28) THENCE TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 856.00 FEET AND A CENTRAL ANGLE OF 12° 03' 11" FROM WHICH THE RADIUS POINT BEARS N07° 36' 22"E, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 180.07 FEET, SAID CURVE HAVING A CHORD BEARING OF N76° 22' 03"W FOR 179.74 FEET;
- 29) THENCE N20° 13' 04"E FOR 20.00 FEET;
- 30) THENCE TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 836.00 FEET AND A CENTRAL ANGLE OF 68° 56' 49" FROM WHICH THE RADIUS POINT BEARS N19° 38' 45"E, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 1006.00 FEET, SAID CURVE HAVING A CHORD BEARING OF N35° 52' 51"W FOR 946.39 FEET;
- 31) THENCE N01° 24' 25"W FOR 25.81 FEET; to a point on the south side of said parcel 4

32) THENCE N89° 59' 36"E FOR 214.69 FEET, TO A POINT AT THE SOUTH EAST CORNER OF SAID PARCEL 4 AND THE TRUE POINT OF BEGINNING,

THE AREA BEING 3.932 ACRES.

LEGAL DESCRIPTION PREPARED BY \_\_\_\_\_

KENNETH P. MOORE PLS 4918

EXPIRES 12-31-12

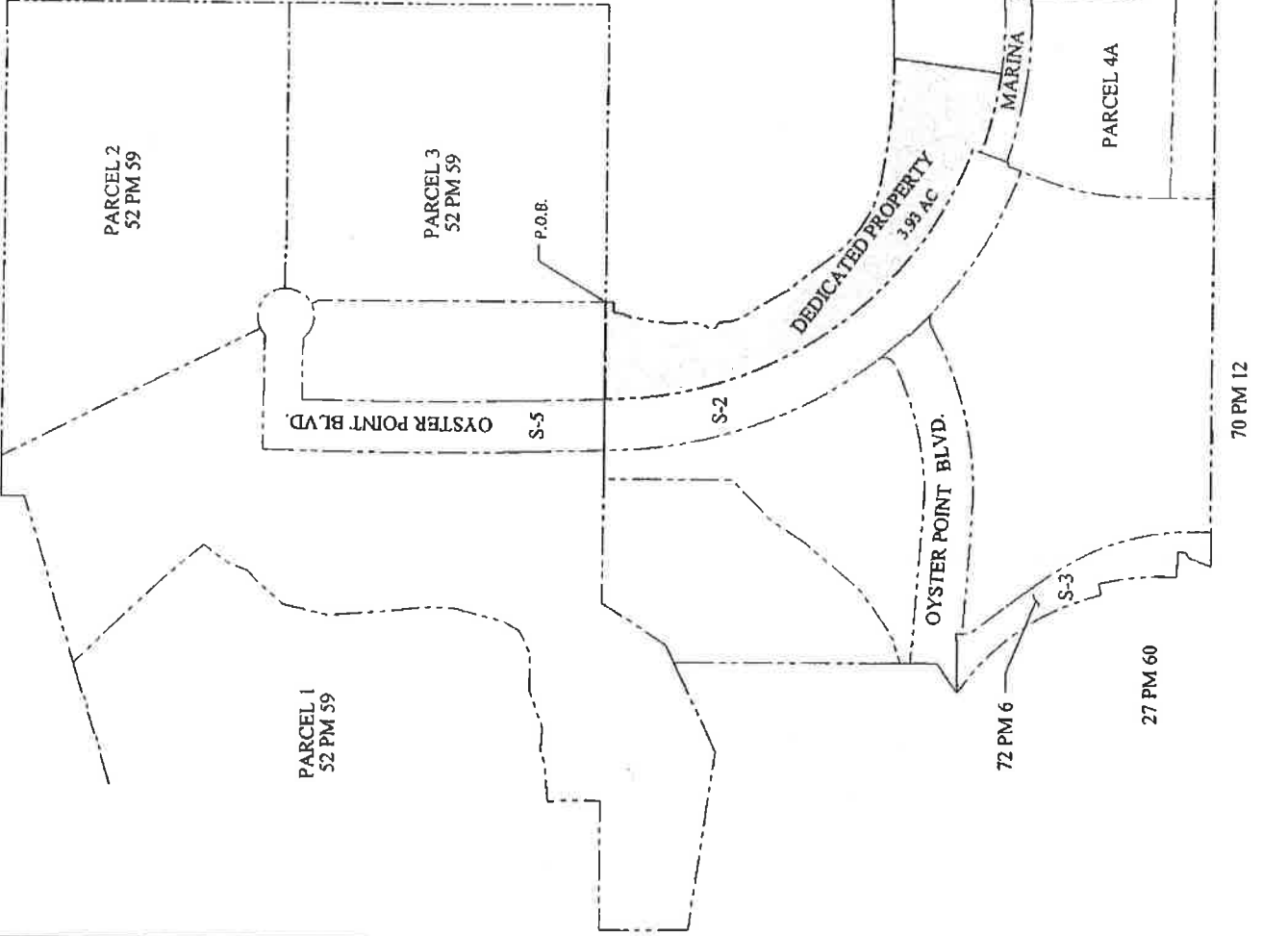
DATE 3-10-11

WILSEY HAM  
 3130 LA SELVA STREET, SUITE 100, SAN MATEO, CA 94403 (650)349-2151  
 JOB NO. 869-005

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 DEDICATED PROPERTY

SOUTH SAN FRANCISCO SAN MATEO COUNTY CALIFORNIA  
 SCALE: N.T.S.  
 DATE: 03-11-11

REGISTERED LAND SURVEYOR  
 No. 0918  
 Exp. 12/31/2012  
 STATE OF CALIFORNIA



**LEGEND**

--- PROPERTY LINE

- - - DEDICATED PROPERTY

□ P.O.B.

POINT OF BEGINNING

PROJECT SITE  
 TOTAL ACREAGE = 3.93

70 PM 12 15 PM 35

**Exhibit 9.3**

**Assumption Agreement**

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

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

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

**CONSENT AND ASSUMPTION AGREEMENT**

This Consent and Assumption Agreement ("Assignment"), dated as of this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between the Redevelopment Agency of the City of South San Francisco, a public body corporate and politic ("RDA") and \_\_\_\_\_ ("Assignee").

**W I T N E S S E T H**

A. Assignee desires to acquire certain property located in the City of South San Francisco, County of San Mateo, State of California, as more particularly described on Exhibit A attached hereto and made a part hereof.

B. The Property is subject to the terms and conditions of that certain Disposition and Development Agreement (this "Agreement") dated \_\_\_\_\_, 2011 by and among the RDA, Oyster Point Ventures, LLC, a Delaware limited liability company, and the City of South San Francisco, a municipal corporation.

C. The RDA desires to consent to Assignee's assumption of all of the obligations of the "Developer" under the Agreement to the extent such obligations relate to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RDA and Assignee hereby agree as follows:

1. Acceptance and Assumption. From and after the Effective Date hereof, Assignee, for itself and its successors, assigns and legal representatives, hereby expressly assumes all of the rights, interests, obligations and liabilities, fixed and contingent, of the obligations of the "Developer" under the Agreement to the extent they relate to the Property (the "Assigned Interests").

2. RDA's Consent. RDA hereby consents to the assumption by the Assignee of all of the Assigned Interests and agrees to look solely to the Assignee and its successors and assigns for any and all liabilities and obligations of the "Developer" under the Agreement arising from and after the Effective Date.

3. Governing Law. This Assignment and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

4. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

5. Further Assurances. RDA and Assignee agree to take all such further actions and execute such further documents as may be necessary or desirable to carry out the purposes of the Assignment.

IN WITNESS WHEREOF, RDA and Assignee have duly executed this Assignment as of the day and year first above written.

**ASSIGNEE:**

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**RDA:**

**REDEVELOPMENT AGENCY OF THE  
CITY OF SOUTH SAN FRANCISCO,  
a public body, corporate and politic**

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

Name: \_\_\_\_\_  
Executive Director

**ATTEST:**

By: \_\_\_\_\_  
Agency Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Agency General Counsel

Exhibit A  
Property





## Exhibit 10.15.1

### Expedited Arbitration Procedures

1. Initiation of Arbitration; Description of Dispute. The complaining Party (the "Complaining Party") shall initiate arbitration by written notice to the other with a description of the dispute or alleged breach. This description shall explain the nature of the complaint and the provisions of the Agreement on which the complaint is based. The date that such notice is effective pursuant to the notice provision of the Agreement shall be the "Initiation Date." Except as expressly modified herein, the arbitration proceedings shall be administered by and in accordance with the then existing JAMS Streamlined Arbitration Rules and Procedures (or the expedited procedures of the American Arbitration Association ("AAA") if JAMS is no longer in existence at the time of the Initiation Date) notwithstanding the nature or the amount in controversy of the dispute. If the resolution of the dispute or determination of the alleged breach involves the acts, omissions or claims of any third person, the arbitration shall not proceed unless and until all such persons have agreed to join in and be bound by the arbitration. Except as provided by this paragraph, no person other than the Parties shall have a right or obligation to join in any arbitration without the express written consent of both Parties.

2. Appointment of Arbitrator. The arbitration proceedings shall be conducted by a single neutral arbitrator (the "Arbitrator") qualified by education and experience in the subject matter of the submitted dispute, and shall be selected by mutual agreement of the Parties from a panel selected by the San Francisco office of JAMS (or AAA if JAMS is no longer in existence), and if the Parties fail to agree within five (5) business days after the Initiation Date, or if JAMS (or AAA) does not offer a selection of potential arbitrators having the requisite qualifications, either party may apply to the Superior Court of San Mateo County, California for the appointment of the Arbitrator. The date on which the Arbitrator is selected or appointed is referred to as the "Selection Date."

3. Powers of Arbitrator. Subject to the terms and limitations in this Exhibit and the Agreement, the Arbitrator shall have full power to give such directions and to make such orders in the matters so referred as the Arbitrator shall deem just. The Arbitrator may grant any remedy or relief consistent with applicable law, the terms of the Agreement, and the evidence presented.

4. Discovery. As between the parties, the parties shall be entitled to discover all documents and other information reasonably necessary for a full understanding of any legitimate issue raised in the arbitration. They may use all methods of discovery customary under federal law, including but not limited to depositions, requests for admission, and requests for production of documents. With respect to third parties, the Arbitrator shall have the power to issue subpoenas for the attendance of witnesses and the production of documents. The time periods for compliance shall be set by the Arbitrator, who may also set limits on the scope of such discovery, in view of the desire of the parties to expedite the resolution of disputes.

5. The Hearing. The Arbitrator shall set the matter for hearing within twenty (20) business days after the Selection Date. The hearing shall be conducted as follows:

(a) The Parties shall file briefs with the Arbitrator at least three (3) business days before the hearing, specifying the facts each intends to prove and analyzing the applicable law.

(b) The Arbitrator will conduct the hearing as if it were an informal court trial. The Arbitrator may adjourn the proceedings from time to time, shall preside at the hearing, and rule on the admission and exclusion of evidence, as well as questions of procedure, and may exercise all other powers reasonably necessary for the efficient and expeditious administration of the proceedings.

(c) The Arbitrator may issue subpoenas for the attendance of witnesses and the production of documents for the hearing.

(d) The order of proof will generally follow that of a typical court trial, including the opportunity to make opening and closing statements.

(e) Within reasonable limitations, both sides at the hearing may call and examine witnesses for relevant testimony, introduce relevant exhibits or other documents, cross-examine or impeach witnesses who shall have testified orally on any matter relevant to the issues and otherwise rebut evidence.

6. Evidence. The Arbitrator shall be guided in its determination of evidentiary issues by the Federal Rules of Evidence or by any other applicable judicial rules of evidence; however, strict conformity to such rules of evidence is not required, except that the Arbitrator will apply the law relating to privilege and work product.

7. Substantive Law. The Arbitrator shall follow and be bound by the substantive law of the State of California.

8. Decision; Judicial Review. The Arbitrator shall try all issues of law or fact that are the subject of the arbitration, and, within ten (10) business days after the conclusion of the hearing, issue a statement of decision explaining the reasons for the decision and containing a full statement of the facts as found and the rules of law applied in reaching a decision. The award will be deemed to have been made in San Francisco, California. An order or judgment upon that decision may be obtained by either party only in the Superior Court of San Mateo County, California.

9. Confidentiality. All papers, documents, or evidence, whether written or oral, that are clearly marked as confidential and that are filed with or presented to the Arbitrator shall be deemed by the Parties and the arbitrator to be confidential information. No party, expert, or the Arbitrator shall disclose in whole or in part to any other person any confidential information submitted by any other person in connection with arbitration proceedings, except to the extent

(a) required by law, regulation, subpoena, or a final order of a court of competent jurisdiction; provided that the party being compelled to disclose the confidential information promptly notifies the other of any such required disclosure and provides copies of all legal process and other papers that evidence the demand for disclosure, affording the other Party an opportunity to seek a protective order, quash the subpoena or pursue any other remedy

available to it. Whether or not either Party seeks or obtains a protective order or other relief, the party being compelled to disclose confidential information shall disclose only so much of the confidential information as it is legally obligated to disclose;

(b) reasonably necessary to assist counsel in the arbitration or preparation for arbitration of the dispute; or

(c) that such "confidential" information was previously or subsequently becomes known to the disclosing party without restrictions on disclosure, was independently developed by such disclosing party, or becomes publicly known through no fault of the disclosing party.

In any event, confidential information may only be disclosed to Parties, the attorneys for the Parties, and witnesses who are expected to testify concerning such information, provided such witnesses sign a confidentiality agreement (in a form and substance reasonably acceptable to the Party or Parties the confidential information of which is to be disclosed to the witness).

10. Costs and Fees. All attorneys' fees and costs shall be paid as provided pursuant to the Agreement, except that each Party shall pay fifty percent (50%) of the fees and expenses of the Arbitrator.

1615727.1

