

Public Works Order No: _____

Re: Recommendation of formal acceptance of the irrevocable offer of dedication of a non-permanent 12-kilovolt power line and associated subsurface and overhead facilities (“12-kV Line”) servicing the Seawall Lot 337 and the Pier 48 Mixed-Use Project, dedication of the 12-kV Line for public use, designation of the 12-kV Line for public power purposes, and acceptance the 12-kV Line for City maintenance and liability purposes, subject to Subdivider’s agreement to install future undergrounded 12-kV Line in lieu of Overhead 12-kV Line and provide security regarding same.

WHEREAS, On January 30, 2018, the Port Commission through Resolution No. 18-03 approved the Disposition and Development Agreement by and between the Port of San Francisco (“Port”) and Seawall Lot 337 Associates, LLC (“DDA”) concerning the development of the Seawall Lot 337 and the Pier 48 Mixed-Use project (“Project”); and

WHEREAS, On February 27, 2018, the Board of Supervisors (“Board”) adopted Ordinance No. 33-18 approving a Development Agreement for the Project between the City and County of San Francisco and Seawall Lot 337 Associates, LLC (“DA”); and

WHEREAS, On February 27, 2018, the Board adopted Resolution No. 42-18 authorizing the approval of the DDA; and

WHEREAS, The Planning Department, in a letter dated October 10, 2019, determined that the tentative map covering the Project site (“Tentative Map”) is consistent with the General Plan and the Priority Policies of Planning Code Section 101.1(b), and that approval of the Tentative Map did not trigger the requirement for additional review under the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.), which findings the Board of Supervisor adopted and incorporated by reference in Motion No. 20-60; and

WHEREAS, On December 13, 2019, the Public Works Director (together with the Acting Director and Interim Director, the “Director”) issued Public Works Order No. 202368 approving the Tentative Map subject to conditions of approval (“Tentative Map Conditions of Approval”); and

WHEREAS, On June 2, 2020, the Board approved the Project’s first phased final map, Final Map No. 9443, and the Project’s public improvement agreement (“Public Improvement Agreement”) pursuant to Motion No. M20-060; and

WHEREAS, The Subdivision Code, the Subdivision Regulations, Tentative Map Conditions of Approval, and the Public Improvement Agreement require Mission Rock Horizontal Sub (Phase 1), LLC (“Subdivider”) to complete all public improvements necessary to serve each Project phase and make offers of public dedication of such improvements for acceptance by the City; and

WHEREAS, the Public Improvement Agreement, as amended, sets forth the terms and conditions of the Board’s acceptance of certain public improvements; and

WHEREAS, Public Works approved construction of certain public infrastructure improvements under the Mission Rock Phase 1 Improvement Plans Street Improvement Permit (“SIP”); and

WHEREAS, Public Works conditionally approved Instructional Bulletin (IB) #3 (dated March 10, 2021) and IB #3 Revision 1 (dated March 19, 2021) proposing amendments to the SIP (collectively “IB#3”) to conditionally approve construction of a proposed non-permanent 12-kilovolt power line and associated subsurface and overhead facilities depicted in the SIP and IB#3 (the “12-kV Line”) to provide power for construction and service to buildings within the Project’s initial phase as described in IB#3; and

WHEREAS, On June 30, 2021, at the request of Subdivider, the Director issued Public Works Order No. 205068 authorizing exceptions from provisions of the San Francisco Subdivision Code, the San Francisco Subdivision Regulations, and certain Tentative Map Conditions of Approval, including:

- (a) An exception from Subdivision Code Section 1337(a) authorizing installation of an overhead electric line;
- (b) An exception to Subdivision Regulations Appendix A, Section VII.D.1 authorizing Subdivider to offer the 12-kV Line for acceptance and public dedication prior to the completion of new full, complete, and functional public streets;
- (c) An exception from Subdivision Regulations, Appendix A, Section VII.D.2 authorizing public dedication of the 12-kV Line without an accompanying irrevocable offer of a fee interest in real property or easement;
- (d) An exception to Tentative Map Condition of Approval - Public Works - Bureau of Street Use and Mapping - Division of Surveying and Mapping No. 20 authorizing Subdivider’s offer of public dedication of the 12-kV Line subsequent to approval of the Project’s first phased final map;
- (e) An exception to Tentative Map Condition of Approval - SFPUC Wastewater Enterprise No. 9, authorizing issuance of a Notice of Completion for temporary infrastructure; and
- (f) An exception to Tentative Map Condition of Approval - SFPUC Power Enterprise - Hetch Hetchy Power Condition No. 1, accounting for ongoing negotiation of an Electric Service Agreement between Subdivider and SFPUC; and
- (g) An exception to Tentative Map Condition of Approval – Public Works – Bureau of Street Use and Mapping – Division of Surveying and Mapping No. 21, authorizing Subdivider to seek a Notice of Completion (“NOC”) for the 12kV Line notwithstanding that the 12kV Line is not part of a full, complete and functional public street;

WHEREAS, On June 4, 2021, the San Francisco Public Utilities Commission (“SFPUC”) provided certain written authorizations (“SFPUC Authorization,” attached as Exhibit A) pursuant

to SFPUC's Rules and Regulations Governing Electric Service ("SFPUC Electric Rules"), including:

- (a) Authorization under SFPUC Electric Rule XV.7.C.2 allowing for SFPUC operation and maintenance of the 12-kV Line notwithstanding that portions of it will not be located within a street or public utility easement;
- (b) An exception from SFPUC Rule XV.7.C.3 allowing for SFPUC operation and ownership of the 12-kV Line notwithstanding that a portion of the line will be overhead; and
- (c) An exception from SFPUC Rule XV.I.5 confirming that SFPUC will operate and eventually own the 12-kV Line notwithstanding that the 12-kV Line will be energized before the City accepts the line, and upon acceptance, a portion of the line will temporarily be located outside of a public right-of-way accepted by the Board or a public utility easement; and

WHEREAS, On August 12, 2021, following detailed inspections and verifications stipulated by contract documents, the SFPUC provided Public Works with written confirmation that the 12-kV Line has been constructed in general conformance with construction documents and Mission Bay and CCSF Standard Plans and Specifications, and in compliance with all applicable laws, codes, and ordinances; and the issuance of a Notice of Completion of the 12-kV Line work scope in no way invalidates or relieves the developer and/or contractor of guarantees on quality of workmanship or warranties on work (see Exhibit B); and

WHEREAS, On August 19, 2021, following detailed inspections and verifications stipulated by contract documents, the Port of San Francisco provided Public Works with written confirmation that the 12-kV Line has been constructed in general conformance with construction documents and Mission Bay and CCSF Standard Plans and Specifications, and in compliance with all applicable laws, codes, and ordinances; and the issuance of a Notice of Completion of the 12-kV Line work scope in no way invalidates or relieves the developer and/or contractor of guarantees on quality of workmanship or warranties on work (see Exhibit C); and

WHEREAS, On September 16, 2021, Subdivider submitted a written request for a Plan Revision, as defined in the Public Improvement Agreement, to implement conditions of approval associated with the IB#3 and Subdivider agreed to replace the 12-kV Line with the permanent underground electrical line, consistent with the Infrastructure Plan and the SFPUC's Rules and Regulations for Electric Service, and remove the 12-kV Line, at Subdivider's sole cost, no later than the date that is ninety (90) days after the date the SFPUC has determined that the Permanent Power Line has been electrified and all other electrical service facilities to the 12-kV Line have been disconnected from the 12-kV Line and transferred to the Permanent Power Line (see Exhibit D); and

WHEREAS, On September __, 2021, the SFPUC provided Public Works with written confirmation (attached as Exhibit E) that consistent with the SFPUC Authorization, the SFPUC's letter to Public Works, dated August 12, 2021, and the SFPUC Electric Rules, the SFPUC is prepared to own and operate the 12-kV Line, upon the Board of Supervisors' approval of the

offer of dedication of the 12-kV Line, expressly contingent upon Subdivider's replacement of the 12-kV Line with the permanent underground electrical line in an underground ductbank in the future Bridgeview Street running north from the terminus of the Bay Corridor Transmission Distribution vault at Mission Rock Street and Terry Francois Boulevard within the Mission Rock project ("Permanent Power Line"), consistent with the Infrastructure Plan and the SFPUC's Rules and Regulations for Electric Service, and removal of the 12-kV Line, at Subdivider's sole cost, no later than the date that is ninety (90) days after the date the SFPUC has determined that the Permanent Power Line has been electrified and all other electrical service facilities to the 12-kV Line have been disconnected from the 12-kV Line and transferred to the Permanent Power Line (the "Permanent Power Line Requirements"); and

WHEREAS, Following consultation with the SFPUC and the Port, the City Engineer has issued a Notice of Completion determining that the 12-kV Line has been constructed in accordance with the Project's Plans and Specifications, and any authorized revisions or contract changes thereto, related to the construction of the Project and all applicable City codes, regulations, and standards and is ready for its intended use, subject to the Permanent Power Line Requirements (see Exhibit E); and

WHEREAS, Subdivider has irrevocably offered to dedicate the 12-kV Line, which is necessary to implement the Project pursuant to the DA and the DDA, to the City as set forth in the Offer of Dedication of Improvements (12-kV Distribution Line) dated as of September __, 2021 ("Offer of Dedication of Improvements (12-kV Line)," attached as Exhibit G); and

WHEREAS, The Director and the City Engineer make the recommendation that the Board of Supervisors accept the 12-kV Line as shown on IB#3, dedicate the 12-kV Line to public use, and designated the 12-kV Line for public power use by the SFPUC. Further, the Director and the City Engineer recommend that the Board of Supervisors accept the 12-kV Line for City maintenance and liability purposes in accordance with Streets and Highways Code Sections 1806 and San Francisco Administrative Code 1.51 et seq. and subject to the exceptions, authorizations, and requirements specified herein; and

WHEREAS, The Director and the City Engineer hereby certify the following:

- 1) The Subdivider has irrevocably offered the 12-kV Line to the City;
- 2) The Subdivider has submitted a copy of a Notice of Completion, an Assignment of Warranties, and evidence of acceptability of the 12-kV Line (all attached as Exhibit H);
- 3) Public Works has performed all applicable inspections, obtained test results, ensured compliance with permit conditions and mitigation measures, resolved punch list items, determined SIP and IB#3 terms have been or will be met, and received as-built drawings of the 12-kV Line;
- 4) Subdivider shall be required to comply with all the conditions and requirements set forth in the Phase 1 SIP and IB#3, including the Subdivider's obligation to hold harmless, defend, and indemnify the City as specified in the Phase 1 SIP and IB#3;

- 5) Public Works has determined that as of the date listed on the Public Works Notice of Completion, subject to Public Works Order No. 205068 and the SFPUC Authorization, and expressly contingent upon Subdivider's obligation to replace the 12-kV Line with the Permanent Power Line and remove the 12-kV Line as set forth herein, the 12-kV Line is ready for its intended use and has been completed substantially in conformity with the Plans and Specifications for the Project, approved by or on behalf of the Director, and any authorized revision thereto, and that the 12-kV Line has been constructed in accordance with all City codes, regulations, standards, and Project plans and documents governing the Project;

NOW, THEREFORE:

By this Order, the Director approves all of the following documents either attached hereto or referenced herein:

1. Second Amendment to Public Improvement Agreement (Exhibit I)
2. Ordinance to Accept Offer of Dedication of 12-kV Line (Exhibit J)
3. Offer of Dedication of Improvements (12-kV Line) (Exhibit G)

The Director recommends that the Board of Supervisors approve the ordinance to accept the Offer of Dedication of Improvements (12-kV Line). Hereinafter, the Director's recommendation also includes the City Engineer's certification of actions under the City Engineer's authority.

The Director further recommends that the Board of Supervisors approve the ordinance to dedicate the 12-kV Line to public use, designate 12-kV Line as public infrastructure for public power purposes by the SFPUC, and accept 12-kV Line for City maintenance and liability purposes subject to the following:

1. Subdivider shall comply with the Permanent Power Line Requirements described herein.
2. Subdivider shall comply with all the conditions and requirements set forth in the Phase 1 SIP and IB#3, including the Subdivider's obligation to hold harmless, defend, and indemnify the City as specified in the Phase 1 SIP and IB#3.
3. Subdivider shall comply with the applicable Public Improvement Agreement, as amended, and the Subdivision Code and Subdivision Regulations, and obtain all required exceptions therefrom.

Carla Short
Interim Director

Albert J. Ko, PE
City Engineer

Patrick Rivera
Bureau Manager

John Thomas
Manager, Infrastructure Task Force

Exhibit A

SFPUC Authorization



June 4, 2021

Catherine Spaulding
Deputy Manager, Programs & Planning
San Francisco Public Utilities Commission, Power Enterprise
525 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102

Re: Mission Rock Project - 12 Kilovolt Line: Request for Written Authorizations Pursuant to the San Francisco Public Utilities Commission Rules & Regulations Governing Electric Service

Dear Deputy Manager Spaulding:

On March 19, 2021, San Francisco Public Works (“Public Works”) conditionally approved Instructional Bulletin (IB) #3 (dated March 10, 2021) and IB#3 Revision 1 (dated March 19, 2021) proposing amendments to the Mission Rock Phase 1 Improvement Plans Street Improvement Permit (hereafter collectively “IB#3”). IB#3 authorizes Seawall Lot 337 Associates, LLC (“Developer”), the master developer for the Seawall Lot 337 & Pier 48 Mixed-Use Project (“Project”) to construct a 12-kilovolt electrical line to provide power to the Project site (“12-kV Line”).

The 12-kV Line is depicted in [Exhibit A](#) attached hereto. The 12-kV Line will be used to provide SFPUC power at first to construction equipment and trailers, and ultimately to two commercial office buildings and two residential apartment buildings within the Project’s initial development phase. The SFPUC may also use the 12-kV line to provide service to Pier 48 and the Third Street Bridge, which are now served by Pacific Gas and Electric Company. Developer has completed installing the 12-kV Line, including all conductors, transformers, poles and substructures.

The purpose of this letter is to respectfully request your authorization of certain requests pursuant to the San Francisco Public Utilities Commission (“SFPUC”) Rules and Regulations Governing Electric Service (“SFPUC Rules”), as described below, as necessary for Developer to construct, and for the City and County of San Francisco (“City”) to accept, the 12-kV Line.¹ The 12-kV Line includes an overhead portion and will otherwise be constructed separate from future public streets that will be improved and accepted. The 12-kV Line will remain in place until the Master Developer installs the joint trench and installs a separate 12-kV line in the joint trench and removes the 12-kV Line as part of the improvements to Bridgeview Street in Phase 3 of the Project. For

¹ Developer notes that Public Works’ conditional approval of IB#3 requires Developer to submit this request for authorizations within sixty days of the issuance of the conditional IB#3.

this reason, SFPUC has designated the 12-kV Line a Temporary Electric Service Line under the SFPUC Rules.

Developer will be solely responsible for the costs to remove the existing 12-kV Line when the joint trench has been installed and the electric facilities energized. The costs for the new 12-kV line in the joint trench will be shared by the SFPUC and Developer pursuant to Rule 15 of the SFPUC Rules.

A portion of the 12-kV Line will be constructed on property owned by the City acting by and through the Port of San Francisco (“Port”) as the trustee of the public trust. As a result, neither the Port nor Developer can offer an easement to SFPUC for this facility. The conditions of approval for IB#3 recognize that the City’s acceptance of the 12-kV Line and its ultimate ownership, operation and maintenance by SFPUC will require a separate agreement between the Port and SFPUC.

Developer respectfully requests the Acting General Manager’s authorization pursuant to the provisions of the SFPUC Rules described below.

- **SFPUC Rules, § XV.7.C.2:** “SFPUC will construct Distribution and Service Line Extensions only along public streets or upon private property in which Applicant has obtained an Easement or other rights satisfactory to SFPUC without cost to SFPUC.”

Request No. 1: As described above, a portion of the 12-kV Line is not located within a public street or an easement. The request is to confirm that SFPUC will operate and maintain the 12-kV Line and, provided that the Board of Supervisors accepts the line through a future action, own the line notwithstanding that it will not be located within a street or public utility easement. Per the conditions of approval for IB#3, Developer acknowledges that SFPUC’s operation and maintenance of the 12-kV Line, between the date of City acceptance and Developer’s removal of the 12-kV Line upon completion of replacement facilities in Bridgeview Street, will require a separate agreement between the Port and SFPUC at no cost to SFPUC and upon terms that are otherwise satisfactory to SFPUC.

- **SFPUC Rules, § XV.7.C.3:** “SFPUC will install all new Distribution and Service Line Extensions underground, unless specifically exempted by SFPUC for good cause.”

Request No. 2: A portion of the 12-kV Line is overhead and not underground. This is a result of the Project’s construction phasing and site constraints, particularly the need to temporarily bring power across the Project site. Per the terms of the SFPUC Rules, Developer requests an exemption to allow for SFPUC operation and eventually ownership of the 12-kV Line notwithstanding that a portion of the line will be overhead.

- **SFPUC Rules, § XV.I.5:** “Unless otherwise agreed to in writing, SFPUC will not accept ownership of any Distribution or Service Line Extension on any unaccepted public right-of-way until the Board of Supervisors had accepted the public right-of-way from Developer. In the event that electrical service is energized prior to the formal acceptance, Developer will grant SFPUC an easement or license without cost to the SFPUC that provides SFPUC with the same access to the Distribution or Service Line Extension for

maintenance and operation that SFPUC would have to a Distribution or Service Line Extension in a public right-of-way.”

Request No. 3: The 12-kV Line will need to be energized before the City accepts the line, and upon acceptance, a portion of the line will not be located within a public right-of-way accepted by the Board of Supervisors or a public utility easement. Per the terms of the SFPUC Rules, Developer requests SFPUC’s written confirmation that, following the Developer’s satisfaction of the conditions of approval for IB#3 and the Board of Supervisors’ requisite approval actions to accept the 12-kV Line, SFPUC will take ownership of the 12-kV Line prior to the Board of Supervisors’ acceptance of that portion of the public right-of-way.

In addition to the requests delineated here, Developer is submitting a concurrent request to the Acting Director of Public Works for exceptions from the Subdivision Code, the Subdivision Regulations, and the conditions of approval for Public Works Order No. 202,368 relating to the 12-kV Line as required by the conditions of approval for IB#3. A copy of that request is appended hereto as Exhibit B. Developer respectfully requests your consent to the exceptions requested therein.

Thank you in advance for your consideration of these requests. Please do not hesitate to contact me should you wish to discuss these matters further.

Sincerely,



Julian Pancoast
Senior Director
Mission Rock Horizontal Sub (Phase 1), L.L.C.

Accepted and Agreed:
San Francisco Public Utilities Commission

By: Catherine Spaulding
Catherine Spaulding
Deputy Manager, Programs & Planning

cc Alaric Degrafinried, Acting Director, Public Works
Michael Carlin, Acting General Manager, SFPUC
John Kwong, Public Works
Shawna Gates, Public Works, Infrastructure Task Force
Phil Williamson, Port of San Francisco

Exhibit A

(Diagram of 12-kV Line)

Exhibit B

(Letter to Public Works)



June 4, 2021

Alaric Degrafinried
Acting Director
San Francisco Public Works
49 South Van Ness Avenue
San Francisco, CA 94103

Re: Mission Rock Project (“Project”) - 12 Kilovolt Line: Request for Exceptions from the Subdivision Code, the Subdivision Regulations, and Public Works Order No. 202,368 (“Tentative Map Conditions of Approval”)

Dear Acting Director Degrafinried:

On March 19, 2021, San Francisco Public Works (“Public Works”) conditionally approved Instructional Bulletin (IB) #3 (dated March 10, 2021) and IB#3 Revision 1 (dated March 19, 2021) proposing amendments to the Mission Rock Phase 1 Improvement Plans Street Improvement Permit (hereafter collectively “IB#3”). IB#3 authorizes Mission Rock Horizontal Sub (Phase 1), L.L.C. (“Developer”) to construct a 12-kilovolt electrical line to provide power to the Project site (“12-kV Line”).

The 12-kV Line is depicted on Exhibit A attached hereto. The 12-kV Line will be used to provide San Francisco Public Utilities Commission (“SFPUC”) power at first to construction equipment and trailers, and ultimately to two commercial office buildings and two residential apartment buildings within the Project’s initial development phase. The SFPUC may also use the 12-kV line to provide service to Pier 48 and the Third Street Bridge, which are now served by Pacific Gas and Electric Company. Developer is in the process of installing the 12-kV Line, including all conductors, transformers, poles and substructures.

The purpose of this letter is to respectfully request approval of exceptions¹ from provisions of the Subdivision Code, the Subdivision Regulations, and the Tentative Map Conditions of Approval as

¹ Exceptions from provisions of the Subdivision Code, the Subdivision Regulations, and tentative map conditions of approval are authorized pursuant to Section III.A of the Subdivision Regulations (“Exceptions as that term is used within these Regulations shall refer to Section 1712, inclusive, as defined in the San Francisco Subdivision Code.”). Per Section 1712(b) the Director of Public Works must find the following in order to approve an exception:

- (1) That the application of certain provisions of this Code or the Subdivision Regulations would result in practical difficulties or unnecessary hardships affecting the property inconsistent with the general purpose and intent of the Project Document and City Regulations;
 - (2) That the granting of the exception, waiver, or deferral will not be materially detrimental to the public welfare or injurious to other property in the area in which said property is situated;
- and

necessary for Developer to construct, and for the City and County of San Francisco (“City”) to accept, the 12-kV Line.² The 12-kvV Line includes an overhead portion and will otherwise be constructed separate from future public streets that will be improved and accepted. As contemplated by the conditions of approval for IB#3, the Port of San Francisco (“Port”) and Developer are parties to a license agreement dated March 19, 2021, which authorizes the 12-kV Line on Port property prior to the City’s acceptance of that facility. The 12-kV Line will remain in place until such time as Developer installs a separate 12-kV line and a new joint trench as part of improvements to Bridgeview Street in Phase 3 of the project.

Developer requests the approval of the Acting Public Works Director for the exceptions listed hereunder.

- **Exception No. 1** - Subdivision Code, § 1337(a): “All new utility lines shall be undergrounded as specified in Article 18 of the Public Works Code.”

Request: An exception is requested to authorize the overhead segment of the 12-kV Line.

- **Exception No. 2** - Subdivision Regulations, App. A § VII.D.1: “The City shall accept only full, complete, and functional public streets for purposes of City maintenance and liability. Full, complete, and functional streets include all the aerial, surface, and subsurface public improvements necessary for, and the full width and length of the public right-of-way from intersection to intersection necessary to safely operate the public street and all other components as designed in perpetuity. The Subdivider shall not offer public improvements to the City for purposes of City maintenance and liability unless the improvements include the full, complete, and functional public street. The City shall not accept temporary streets or other temporary public improvements. Where proposed public streets or other public improvements connect to private, temporary, or non-functional streets or street improvements, the Subdivider shall not offer such public improvements and the City shall not accept such public streets or street improvements for City maintenance and liability purposes unless the Director, after consultation with other affected City Agencies, approves or conditionally approves the proposed connections.”

Request: An exception is requested to allow for Developer to offer the 12-kvV Line for acceptance by the City through a future action of the Board of Supervisors notwithstanding that the 12-kV Line will not be part of a complete public street.

Additionally, permanent electrical distribution infrastructure within the Project’s initial phase will connect to, and receive power from, the 12-kV Line until such time as the future 12-kV Line is completed in Bridgeview Street. Developer will seek acceptance of the permanent distribution infrastructure within the first phase before Bridgeview Street is completed in a later phase. Accordingly, Developer requests an exception to allow for the acceptance of those public improvements notwithstanding that those improvements may, at the time of acceptance, still be connected to the 12-kV Line.

(3) That the granting of such exception, waiver, or deferral will not be contrary to the Project Documents or City Regulations.

² Developer notes that Public Works’ conditional approval of IB#3 requires Developer to submit this request for exceptions within sixty days of the conditional of IB#3.

- **Exception No. 3 - Subdivision Regulations, App. A § VII.D.2: “Dedications in fee shall be irrevocably offered to the City. In addition, the Subdivider shall include an irrevocable offer of interim easement such that the City can complete the Subdivider’s public improvement obligation in the event of default at any time prior to the City’s final acceptance of the fee dedication.”**

Request: An exception is required because neither the Port nor Developer can offer the City a fee interest or an easement for any portion of the Project site. This is because the City owns the Project site by and through the Port acting as the trustee of the public trust. As such, the City cannot dedicate a fee interest or an easement. Instead, and as contemplated by the conditions of approval for IB#3, SFPUC will ultimately own, operate and maintain the line pursuant to a memorandum of understanding from the Port or similar agreement on terms satisfactory to SFPUC.

- **Exception No. 4 - Tentative Map Condition of Approval - Public Works - Bureau of Street Use and Mapping - Division of Surveying and Mapping No. 20: “All Easement Agreements, Offers of Dedication, Offers of Improvements, Grant Deeds or any other documents shall be executed by Subdivider and submitted to Public Works prior to approval of the Final Map or Improvement Plans, whichever comes first, unless otherwise approved by the City. Review of the documents by the Director and City Attorney shall be concurrent with review and approval of the Public Improvement Agreement.”**

Request: An exception is required for Subdivider to offer the 12-kV Line for dedication to the City subsequent to the approval of Final Map No. 9443. As required by the conditions of approval for IB#3, the offer of dedication of improvements will be included as part of an amendment to the Public Improvement Agreement for the Project’s initial phase. Acceptance of the offer and public dedication of the 12-kV Line will be subject to a separate action of the Board of Supervisors.

- **Exception No. 5 - Tentative Map Condition of Approval - SFPUC Wastewater Enterprise No. 9. Subdivider shall not request a Notice of Completion (NOC) on any utility facility that does not operate as part of a complete system. This requires the construction of permanent infrastructure or an allowance for use of temporary infrastructure where the City grants an exception.**

Request: As otherwise described in this letter, the 12kV Line will ultimately be removed in favor of permanent, underground infrastructure. The requested exception will allow for the Director of Public Works to issue a NOC for the 12kV Line provided that the 12kV Line otherwise satisfies the criteria for NOC issuance.

- **Exception No. 6 - Tentative Map Condition of Approval - SFPUC Power Enterprise - Hetch Hetchy Power No. 1. Prior to July 31, 2019, unless an extension is granted by the SFPUC General Manager, Subdivider shall enter into an Electric Service Agreement (ESA) with SFPUC.**

Request: An exception is requested to account for the fact that Developer and SFPUC continue to negotiate the terms of the Project’s ESA concurrent with the parties’ efforts to resolve technical issues relating to the delivery of power to the Project.

- **Exception No. 7 - Tentative Map Condition of Approval - Public Works - Bureau of Street Use and Mapping - Division of Surveying and Mapping No. 21. Consistent with the Subdivision Regulations, Subdivider shall not request a Notice of Completion (NOC) on any portion of a street other than full, complete and functional street, except that NOC for LCC-related improvements shall be subject to the Public Works – Bureau of Streets and Mapping – Permits Division conditions for LCC.**

Request: As contemplated by IB#3, Developer will seek, NOC for the 12kV Line notwithstanding that the 12kV Line will not be part of a full, complete and functional street. This exception will enable issuance of the NOC provided that the 12kV Line otherwise satisfies the criteria for NOC issuance.

Approval of the requested exceptions is supported based on the following:

Subdivision Code § 1712(b)(1): Application of the referenced provisions of the Subdivision Code, the Subdivision Regulations, and certain of the Tentative Map Conditions of Approval to the 12kv Line would result in practical difficulties and unnecessary hardships inconsistent with the Project approvals and the City Regulations.

Construction and operation of the 12-kV Line is necessary for the delivery of SFPUC power to meet the Project's construction schedule. The 12-kV Line will also be used to deliver permanent power to the Project's initial development phase. Timely completion and energization of the 12-kV Line is essential to the Project's schedule as contemplated by the Project approvals. Additionally, the 12-kV Line will serve to promote the delivery of SFPUC power to the Project pursuant to the City Charter and the Project approvals. Conversely, failure to timely install and energize the line will result in day-for-day delays in Project construction and a commensurate delay in the realization of market rate and affordable housing, open space, new infrastructure, and other public benefits.

Subdivision Code § 1712(b)(2): Granting of the exceptions will not be materially detrimental to the public welfare or injurious to other property in the area in which said property is situated.

The 12-kV Line will be located partially within a public street and the balance of the line will be on Port property. The portion within the public street will be subject to Public Works permitting requirements and otherwise subject to City regulatory requirements. As to the portion of the line on Port property, the Developer will be required to safely construct and maintain the 12-kV Line pursuant to the above-referenced license agreement. At such time that the 12-kV Line is accepted by the City, SFPUC will have adequate access to the 12-kV Line for maintenance and repair of the facility through a memorandum of understanding or similar agreement with the Port, as may be needed, akin to access rights which SFPUC would normally have pursuant to a public utility easement.

Subdivision Code § 1712(c): Granting of the exceptions is not contrary to the Project approvals or City regulations.

As described above, approval of the exceptions to authorize the construction, operation, and ultimately City acceptance of the 12-kV Line is consistent with the Project approvals and the City regulations. The 12-kV Line is essential to maintaining the Project schedule and the delivery of

associated housing and other public benefits. Further, the 12-kV Line will help to promote the use of SFPUC power consistent with the City Charter and related provisions of the Project approvals.

In addition to the requests for exceptions delineated here, Developer is submitting a concurrent request for certain authorizations relating to the 12-kV Line to SFPUC pursuant to its Rules & Regulations Governing Electric Service, as required by the conditions of approval for IB#3. A copy of that request is appended hereto as Exhibit B.

Thank you in advance for your consideration of these requests. Please do not hesitate to contact me should you wish to discuss these matters further.

Sincerely,

A handwritten signature in black ink, appearing to read "Julian Pancoast". The signature is fluid and cursive, with a long horizontal stroke at the end.

Julian Pancoast
Senior Director
Mission Rock Horizontal Sub (Phase 1), L.L.C.

cc Michael Carlin, Acting General Manager, SFPUC
Molly Petrick, SFPUC
Derek Adams, SFPUC
Fan Lau, SFPUC
Phil Williamson, Port of San Francisco
Shawna Gates, Public Works - Infrastructure Task Force
Christopher Tom, City Attorney's Office

Exhibit B

SFPUC Concurrence to Notice of Completion



London N. Breed
Mayor

Alaric Degrafinried
Acting Director

Suzanne Suskind
Bureau Manager

Bureau of Construction Management
49 South Van Ness, 7th Floor
San Francisco, CA 94103

sfpublicworks.org
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August 12, 2021

San Francisco Public Utilities Commission - Power Enterprise
Raul Mosuela
525 Golden Gate Ave., 7th Floor
San Francisco, CA 94102

Re: Mission Rock Street Improvements Permit Phase 1
Instructional Bulletin 3/3.1 – SFPUC 12kV Electric Distribution System
Notice of Completion

Dear Mr. Mosuela:

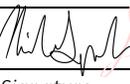
In reference to Mission Rock (MR) Street Improvements Permit (SIP) Phase 1 Instructional Bulletin (IB) 3/3.1, the San Francisco Public Works, Bureau of Construction Management (SFPW/BCM), finds the SFPUC-Power scope of work completed within the limits shown in Attachment A to be in conformance with the construction documents and specifications. This letter requests concurrence from the San Francisco Public Utilities Commission Power Enterprise for a notice of completion of the aforementioned public improvements.

After detailed inspections and verifications stipulated by contract documents, the undersigned hereby states the following in their capacities as representatives of their respective agencies:

The MR SIP Phase 1 IB 3/3.1 12kV SFPUC-Power scope of work has been constructed in general conformance with construction documents and Mission Bay and CCSF Standard Plans and Specifications.

The MR SIP Phase 1 IB 3/3.1 12kV SFPUC-Power scope of work has been constructed in compliance with all applicable laws, codes, and ordinances.

A Notice of Completion of the 12kV SFPUC-Power scope of work constructed under the MR SIP Phase 1 IB 3/3.1 contract scope in no way invalidates or relieves the developer and/or contractor of guarantees on quality of workmanship or warranties on work.

DocuSigned by:	
 0CC2E2E940CE48C... <i>Signature</i>	<u>8/13/2021</u> <i>Date</i>
<u>Raul Mosuela</u> <i>Name of Agency Representative</i>	<u>SFPUC/Power</u> <i>City Agency</i>
 Digitally signed by Nicole Spadone Date: 2021.08.12 13:47:38 -07'00' <i>Signature</i>	<u>8/12/2021</u> <i>Date</i>
<u>Nicole Spadone, P.E.</u> <i>Name of Agency Representative</i>	<u>SFPW/BCM</u> <i>City Agency</i>

Attachment: Attachment A – Instructional Bulletin 3/3.1 Record Drawings
Attachment B – NOC Request with Attachments, dated 7/21/21

Exhibit C

Port of San Francisco Concurrence to Notice of Completion



London N. Breed
Mayor

Alaric Degrafinried
Acting Director

Suzanne Suskind
Bureau Manager

Bureau of Construction Management
49 South Van Ness, 7th Floor
San Francisco, CA 94103

sfpublicworks.org
facebook.com/sfpublicworks
twitter.com/sfpublicworks

August 18, 2021

Port of San Francisco
Kevin Masuda
Pier 1
San Francisco, CA 94111

Re: Mission Rock Street Improvements Permit Phase 1
Instructional Bulletin 3/3.1 – SFPUC 12kV Electric Distribution System
Notice of Completion

Dear Mr. Masuda:

In reference to Mission Rock (MR) Street Improvements Permit (SIP) Phase 1 Instructional Bulletin (IB) 3/3.1, the San Francisco Public Works, Bureau of Construction Management (SFPW/BCM), finds the SFPUC-Power scope of work completed within the limits shown in Attachment A to be in conformance with the construction documents and specifications. This letter requests concurrence from the Port of San Francisco for a notice of completion of the aforementioned public improvements.

After detailed inspections and verifications stipulated by contract documents, the undersigned hereby states the following in their capacities as representatives of their respective agencies:

The MR SIP Phase 1 IB 3/3.1 12kV SFPUC-Power scope of work has been constructed in general conformance with construction documents and Mission Bay and CCSF Standard Plans and Specifications.

The MR SIP Phase 1 IB 3/3.1 12kV SFPUC-Power scope of work has been constructed in compliance with all applicable laws, codes, and ordinances.

A Notice of Completion of the 12kV SFPUC-Power scope of work constructed under the MR SIP Phase 1 IB 3/3.1 contract scope in no way invalidates or relieves the developer and/or contractor of guarantees on quality of workmanship or warranties on work.

	<u>8/19/2021</u>
Signature	Date
<u>Kevin Masuda</u>	<u>SFPort</u>
Name of Agency Representative	City Agency
	<u>8/19/2021</u>
Signature	Date
<u>Nicole Spadone, P.E.</u>	<u>SFPW/BCM</u>
Name of Agency Representative	City Agency

Attachment: Attachment A – Instructional Bulletin 3/3.1 Record Drawings
Attachment B – NOC Request with Attachments, dated 7/21/21

Exhibit D

Subdivider's Request for Plan Revision



September 16, 2021

Carla Short
Interim Director
San Francisco Public Works
49 South Van Ness Avenue
San Francisco, CA 94103

Re: Mission Rock Project (“Project”) - Request for Plan Revision Pursuant to Mission Rock - Phase 1 Public Improvement Agreement to Implement Conditions of Approval for Instructional Bulletin (IB) #3 (dated March 10, 2021) and IB#3 Revision 1 (dated March 19, 2021) Proposing Amendments to the Mission Rock Phase 1 Improvement Plans Street Improvement Permit (hereafter collectively “IB#3”)

Dear Interim Director Short:

Mission Rock Horizontal Sub (Phase 1), LLC (“Subdivider”) is a party to that certain Public Improvement Agreement (Mission Rock - Phase 1) recorded on June 12, 2020, as Document No. 2020-K940619 in the Official Records of the City and County of San Francisco (“Official Records”) as amended by that certain First Amendment to Public Improvement Agreement (Mission Rock - Phase 1A), recorded December 2, 2020 as Document No. 2020-061907 of the Official Records (hereafter collectively “PIA”). By this letter, and based on the information below and appended hereto, Subdivider requests approval of a “Plan Revision” to the PIA as defined in Section 4(c) of that agreement.

Pursuant to Section 4(c)(iii) of the PIA:

Any Plan Revision shall be accompanied by (A) a statement explaining the need for or purpose of the proposed revision; (B) drawings and specifications and other related documents showing the proposed Plan Revision in reasonable detail, consistent with the original Plans and Specifications; and (C) revised construction cost estimates.

Each of these requirements is addressed below.

(A) “a statement explaining the need for or purpose of the proposed revision”

The purpose of the requested Plan Revision is to implement conditions of approval associated with IB#3.¹ IB#3 authorizes Subdivider to construct a 12-kilovolt electrical line to provide power to the Project site (“12-kV Line”). The 12-kV Line will be used to provide San Francisco Public Utilities Commission (“SFPUC”) power at first to construction equipment and trailers, and ultimately to two commercial office buildings and two residential apartment buildings within the Project’s initial development phase. Subdivider has completed the installation of the 12-kV Line, including all conductors, transformers, poles and substructures. The permit drawings for the 12-kV Line are appended hereto as Attachment 1. Per the conditions of approval to IB#3, Subdivider is required to offer the 12-kV Line for acceptance by the City as a discrete public improvement separate from other “City Improvements” as defined in the Agreement and conditioned upon Subdivider’s agreement to remove the 12-kV Line. In satisfaction of the conditions of approval for IB#3, Subdivider will replace the 12-kV Line with the permanent underground electrical line (“Permanent Power Line”), consistent with the Infrastructure Plan and the SFPUC’s Rules and Regulations for Electric Service, and remove the 12-kV Line, at Subdivider’s sole cost, no later than the date that is ninety (90) days after the date the SFPUC has determined that the Permanent Power Line has been electrified and all other electrical service facilities to the 12-kV Line have been disconnected from the 12-kV Line and transferred to the Permanent Power Line.

Pursuant to the conditions of approval for IB#3, Subdivider will offer the 12-kV Line for acceptance by the City and County of San Francisco pursuant to an irrevocable offer of dedication of improvements. The Project’s master developer submitted separate requests for approval of exceptions from the Subdivision Code, the Subdivision Regulations, and the conditions of approval in Public Works Order No. 202,368, and for authorizations from SFPUC pursuant to its Rules and Regulations for Electric Service, to allow for City acceptance of the 12-kV Line notwithstanding that it will be built partially overhead and not within a dedicated public street or utility easement. The conditions of approval for IB#3 contemplate that SFPUC and Public Works will work together to introduce legislation to provide for the City’s acceptance of this facility separate from other public improvements within the Project’s initial phase.

The requested Plan Revision includes the following proposed amendments to the PIA as required by the conditions of approval for IB#3:

1. A revised Exhibit A-1 to the PIA that includes reference to IB#3 and a description of the related work. (See Attachment 2.)
2. A revised Exhibit C to the PIA that includes updated construction cost estimates. (See Attachment 6.)
3. A revised Exhibit D (see Attachment 3) that includes the following:
 - a. Reference to IB#3 and the associated Public Works Permit
 - b. Reference to Instructional Bulletin (IB) #1 Revision 3 (dated 6/14/2021) Proposing Amendments to the Mission Rock Phase 1 Improvement Plans Street Improvement Permit No. 20IE-00486, Approved on July 12, 2021; and
 - c. New Irrevocable Offer of Dedication of Improvements for the 12-kV Line.

¹ The conditions of approval for IB#3 require Subdivider to provide a “written request for a Plan Revision as defined in the PIA (which includes revisions, modifications, and amendments to the Plans and Specifications /Street Improvement Permit) and the rationale for same.

4. A revised Exhibit F-1 that includes reference to a separate agreement between the Port of San Francisco (“Port”) and SFPUC pursuant to which SFPUC may own, operate, and maintain the 12-kV Line on the Property, and which does not require SFPUC to compensate the Port for the right to occupy Port property. (See Attachment 4.)

(B) “drawings and specifications and other related documents showing the proposed Plan Revision in reasonable detail, consistent with the original Plans and Specifications”

As described above, Public Works approved IB#3, including modifications to the approved Street Improvement Permit, subject to the subsequent satisfaction of a series of conditions, including a requirement for developer to submit this request for a Plan Revision. The approved permit drawings are appended to this request as Attachment 1.

(C) “revised construction cost estimates”

Attachment 5 hereto is a revised engineer’s cost estimate from BKF Engineers, dated June 23, 2021, that estimates the cost of completing all outstanding improvements contemplated by the PIA, including modifications to the Phase 1 Street Improvement Permit authorized by the Instructional Bulletins. As indicated by Attachment 5, the modified Phase 1 street improvements, including the 12kV Line, have a total estimated cost of \$29,055,421 to complete. Subdivider previously provided performance bonds for Phase 1 street improvements in the amount \$28,788,421 (refer to Exhibit C of the PIA), and the 12kV line is now complete. As such, the total amount of security needed to ensure Subdivider’s completion of outstanding Phase 1 street improvements and to guaranty Subdivider’s warranty obligation specific to the 12kV Line (i.e., 10% of the estimated cost of \$585,000 to complete that line) is \$28,528,921. Thus, the outstanding Phase 1 street improvements and 12kV Line guaranty are covered by existing security.

Thank you in advance for your consideration of this request. Subdivider looks forward to expeditiously completing the Second Amendment to the PIA to address the above-described Plan Revision with the cooperation of Public Works and the Port.

Sincerely,



Julian Pancoast
Mission Rock Horizontal Sub (Phase 1), L.L.C.

cc Phil Williamson, Port
Shawna Gates, Public Works - Infrastructure Task Force
Christopher Tom, City Attorney’s Office
Molly Petrick, SFPUC

Attachment 1

(Approved Permit Drawings)

Attachment 2

(Revised Exhibit A-1 to PIA)

EXHIBIT A-1

Approved Street Improvement Permit Plans and Specifications

1. Public Works Street Improvement Permit (SIP) No. 20IE-00486 (October 1, 2020)2. Mission Rock Phase 1 Street Improvement Plans and Specifications prepared by BKF Engineers, including “Technical Specifications for Seawall Lot 337 / Mission Rock Phase 1 Street Improvement Plans” (dated September 25, 2020 and approved October 1, 2020 pursuant to SIP No. 20IE-00486)
3. Instructional Bulletin (IB) #3 (dated March 10, 2021) and IB#3 Revision 1 (dated March 19, 2021) Proposing Amendments to Public Works Street Improvement Permit (SIP) No. 20IE-00486, Conditionally Approved on March 19, 2021
4. Instructional Bulletin (IB) #1 Revision 3 (dated June 14, 2021) Proposing Amendments to the Public Works Street Improvement Permit No. 20IE-00486, Approved on July 12, 2021

Attachment 3

(Revised Exhibit D)

EXHIBIT D

Documentation Required for Public Improvement Agreement

1. Public Works Street Improvement Permit No. 20IE-00486 (October 1, 2020)
2. Irrevocable Offer of Dedication of Improvements (recorded June 12, 2020 as Document No. 2020K940595)
3. Payment and Performance Bonds and Monument Bonds
4. Maintenance Matrix
5. Master Homeowner Association Covenants, Conditions and Restrictions (applies only if Final Map authorizes residential condominiums)
6. Bonding to complete the Mission Rock Improvements
7. Instructional Bulletin (IB) #3 (dated March 10, 2021) and IB#3 Revision 1 (dated March 19, 2021) Proposing Amendments to Public Works Street Improvement Permit (SIP) No. 20IE-00486 (“IB#3”), Conditionally Approved on March 19, 2021
8. Instructional Bulletin (IB) #1 Revision 3 (dated June 14, 2021) Proposing Amendments to the Public Works Street Improvement Permit No. 20IE-00486, Approved on July 12, 2021
9. Irrevocable Offer of Dedication of Improvements (Power Facilities described in IB#3)

Attachment 4

(Revised Exhibit F-1)

EXHIBIT F-1

List of Documents Required by City in Order to issue a Notice of Completion

1. Subdivider's Letter Requesting Notice of Completion
2. Contractor Substantial Completion Letter
3. Civil Engineer Completion Notice
4. Geotechnical Engineer Completion Letter
5. Landscape Architect Completion Notice
6. Construction Manager Completion Notice
7. Record of City's approval of all required infrastructure testing including but not limited to SS/SD post-construction CCTV, SS/SD vacuum/pressure tests, LPW/AWSS hydrostatic tests, mandrel tests, in place density/compaction tests, concrete and LCC tests, irrigation tests, rolling straight edge tests, etc.
8. City's Confirmation that Final Punch-List Items Have Been Completed
9. Utility Conformance Letter
10. As-Built Plan Approval Letter
11. Final Draft of Notice of Completion (to be recorded)
12. Survey Monuments
13. Test Reports
14. Joint Trench Conduits Mandrel Test
15. Confirmation of Removal of all Non-Compliance Reports ("NCR")
16. Confirmation from City that all Change Orders/Instructional Bulletins have been approved
17. Confirmation from City that all required spare parts have been provided
18. Confirmation from City that Infrastructure satisfies all requirements of Public Works Order No. 203,636 and Public Works Order No. 203,637
19. Confirmation from City that all conditions of SIP have been satisfied
20. Operation and Maintenance Manuals
21. Executed Corporate Guaranty for the Extended Warranty Acceptable to the City (due at the time of first request for the final NOC within Phase 1A; Subdivider shall submit a final completed form of the Corporate Guaranty, including all parties and terms, with its first request for any NOC)
22. Final Form of Master Encroachment Permit(s) sufficient for consideration by the Board of Supervisors and associated agreement for Private Utility Improvements and other non-standard public or private improvements in the right-of-way
23. NOC Recommendation from Public Works
24. Agreement between the Port and SFPUC pursuant to which SFPUC may own, operate and maintain the 12-kilovolt electrical line authorized by Instructional Bulletin (IB) #3 (dated March 10, 2021) and IB#3 Revision 1 (dated March 19, 2021) Proposing Amendments to Public Works Street Improvement Permit (SIP) No.20IE-00486 ("IB#3"), and which does not require SFPUC to compensate the Port for the right to occupy Port property. **This**

requirement applies only to issuance of an NOC for the 12-kilovolt line authorized by IB#3, and not to other improvements contemplated by this Public Improvement Agreement.

Attachment 5

(June 23, 2021 Letter from BKF)

Attachment 6

(Revised Exhibit C)

EXHIBIT C

ESTIMATED COSTS

<u>Exhibit</u>	<u>Description of Improvements</u>	<u>Estimated Costs</u>
Exhibit A-1	Street Improvement Plans	\$28,528,921
Exhibit A-2	Pump Station Plans	\$838,800

Exhibit E

SFPUC Letter Regarding Ownership and Operation of 12-kV Line

September 28, 2021

Carla Short, Interim Director
San Francisco Public Works
49 South Van Ness Avenue, Suite 1600
San Francisco, CA 94103

Dear Interim Director Short:

On June 4, 2021, the San Francisco Public Utilities Commission (“SFPUC”) provided certain written authorizations to the subdivider of the Seawall Lot 337 and Pier 48 Mixed-Use project (“Project”) pursuant to the SFPUC Rules & Regulations Governing Electric Service (“SFPUC Electric Rules”). (See “SFPUC Authorization Letter” attached as Exhibit A.) By the SFPUC Authorization Letter, the SFPUC granted the following authorizations and exceptions to the SFPUC Electric Rules regarding the subdivider’s proposal to construct a 12-kilovolt power line and associated subsurface and overhead facilities (“12-kV Line”) at the Project site and offer to dedicate such 12-kV Line to the City, acting by and through the SFPUC:

- (a) Authorization under SFPUC Electric Rule XV.7.C.2 allowing for SFPUC operation and maintenance of the 12-kV Line notwithstanding that portions of the line will not be located within a street or public utility easement;
- (b) An exception from SFPUC Electric Rule XV.7.C.3 allowing for SFPUC operation and ownership of the 12-kV Line notwithstanding that a portion of the line will be overhead; and
- (c) An exception from SFPUC Electric Rule XV.I.5 confirming that SFPUC will operate and eventually own the 12-kV Line notwithstanding that the line will be energized before the City accepts the line, and upon acceptance, a portion of the line will temporarily be located outside of a public right-of-way accepted by the Board or a public utility easement.

Subsequently, on August 12, 2021, following detailed inspections and verifications required by the applicable contract documents, the SFPUC provided Public Works with a letter (“SFPUC Inspection Letter” attached as Exhibit B) stating that the 12-kV Line has been constructed in general conformance with construction documents and Mission Bay and CCSF Standard Plans and Specifications, and in compliance with all applicable laws, codes, and ordinances.

London N. Breed
Mayor

Sophie Maxwell
President

Anson Moran
Vice President

Tim Paulson
Commissioner

Ed Harrington
Commissioner

Newsha Ajami
Commissioner

Michael Carlin
Acting
General Manager

Consistent with the SFPUC Authorization Letter and the SFPUC Inspection Letter, and in compliance with the SFPUC Electric Rules, the SFPUC hereby provides written notice to Public Works that effective upon the Board of Supervisors' approval and acceptance of the offer of dedication of the 12-kV Line, the SFPUC is prepared to own and operate the 12-kV Line, expressly contingent upon Subdivider's replacement of the 12-kV Line with the permanent underground electrical line in an underground ductbank in the future Bridgeview Street running north from the terminus of the Bay Corridor Transmission Distribution vault at Mission Rock Street and Terry Francois Boulevard within the Mission Rock project ("Permanent Power Line" attached as Exhibit C), consistent with the Infrastructure Plan and the SFPUC Power Enterprise Rules and Regulations Governing Electric Service, effective May 9, 2017 ("SFPUC Power Rules"), and removal of the 12-kV Line, at Subdivider's sole cost, no later than the date that is ninety (90) days after the date the SFPUC has determined that the Permanent Power Line has been electrified and all other electrical service facilities to the 12-kV Line have been disconnected from the 12-kV Line and transferred to the Permanent Power Line.

Please contact me at (415) 554-2483 if you have any questions or concerns regarding this letter.

Sincerely,

Barbara Hale
Assistant General Manager, Power

Exhibit F

Public Works Notice of Completion

Exhibit G

Offer of Dedication of Improvements (12-kV Line)

EXHIBIT L

Executed Irrevocable Offer of Dedication of Improvements - Power Facilities

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

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

Assessor’s Block (“AB”)
AB:

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

OFFER OF DEDICATION OF IMPROVEMENTS

(12-kV Distribution Line)

MISSION ROCK HORIZONTAL SUB (PHASE 1), L.L.C., a Delaware limited liability company (“Developer”), and its successors and assigns, does hereby irrevocably offer to dedicate to the City and County of San Francisco a municipal corporation (“City”), and its successors and assigns, all improvements constructed or installed by or on behalf of Developer, pursuant to Instructional Bulletin No. 3, dated March 10, 2021, inclusive of Revision No. 1 thereto, dated March 19, 2021, amending the Mission Rock Phase 1 Improvement Plans Street Improvement Permit (Street Improvement Permit No. No. 20IE-00486), and the improvement plans and specifications described therein.

The property where the improvements are located is shown on Exhibit A hereto, which is located in the City.

It is understood and agreed that: (i) upon acceptance of this offer of public improvements the City shall own and be responsible for maintenance of the offered public improvements, and (ii) The City and its successors or assigns shall incur no liability or obligation whatsoever hereunder with respect to such offer of public improvements, and, except as may be provided by separate instrument, shall not assume any responsibility for the offered improvements, unless and until such offer has been accepted by appropriate action of the Board of Supervisors.

IN WITNESS WHEREOF, the undersigned has executed this instrument this ___ day of _____, 2021

DEVELOPER

MISSION ROCK HORIZONTAL SUB (PHASE 1), L.L.C.,
A Delaware limited liability company

By: Sewall Lot 337 Associates, LLC, its Sole Member

By: Mission Rock Partners, LLC, its Sole Member

By: TSCE 2007 Mission Rock, L.L.C., Its Administrative Member

By: _____
Name: Carl Shannon
Its: Authorized Signatory

Exhibit A

Legal Description and Plat

Exhibit H

Assignment of Warranties

CONDITIONAL ASSIGNMENT OF WARRANTIES AND GUARANTIES

FOR VALUE RECEIVED, MISSION ROCK HORIZONTAL SUB (PHASE 1), L.L.C., a Delaware limited liability company ("**Developer**"), does hereby conditionally assign to the City and County of San Francisco (acting by and through its agencies, boards, departments, and commissions, including the Port of San Francisco) (collectively, "**City**"), to the extent permissible, all of its right, title and interest in and to any and all warranties and guaranties (individually a "**Warranty**", and collectively, "**Warranties**") applicable to the improvements set forth on Exhibit A attached hereto and incorporated herein by this reference (the "**Acquisition Facilities**").

This Conditional Assignment of Warranties and Guaranties (the "**Assignment**") is being made in connection with Section 4.1(e)(ii) of that certain Acquisition Agreement and Reimbursement Agreement dated for reference purposes as of August 15, 2018, by and between the City and County of San Francisco acting by and through the San Francisco Port Commission ("**Port**") and Seawall Lot 337 Associates, LLC (as may be further supplemented or amended from time to time, the "**Acquisition Agreement**").

The parties hereto agree that if the City or any of its respective successors and/or assigns exercise any right of repair, warranty, guaranty, or other right against Developer, if any, with respect to an Acquisition Facility which is also the subject of a Warranty, Developer, at its option, without any requirement that it do so, may enforce the Warranty. If Developer elects to enforce the Warranty, Developer shall provide notice to the City within ten (10) business days of receipt of notice that the City or any of its respective successors and/or assigns are exercising a right of repair, warranty, guaranty, and/or similar right with respect to the Acquisition Facility. If Developer fails to provide such notice to the City within ten (10) business days, or otherwise fails to diligently pursue the Warranty thereafter, the City shall have the sole right and privilege to enforce the Warranty.

This Assignment shall be binding upon and inure to the benefit of the successors and assigns of Developer and the City.

A notice or communication under this Assignment by any party to any other party shall be sufficiently given or delivered if dispatched by hand or by registered or certified mail, postage prepaid, addressed as follows:

In the case of a notice or communication to the City:

Director of Public Works
City and County of San Francisco
49 South Van Ness Avenue, Suite 1600
San Francisco, CA 94103
Reference: Mission Rock Project

With a copy to:

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Jr. Place, Room 234
San Francisco, CA 94102
Attention: Public Works General Counsel
Reference: Mission Rock Project

And in the case of a notice or communication to Developer:

Mission Rock Horizontal Sub (Phase 1), L.L.C.
24 Willie Mays Plaza
San Francisco, CA 94107
Attn: Julian Pancoast

with a copy to:

Perkins Coie LLP
505 Howard Street, Suite 1000
San Francisco, CA 94105
Attn: Garrett Colli

Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Assignment shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

This Assignment may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one instrument.

The terms of this Assignment may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

The waiver or failure to enforce any provision of this Assignment shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

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

Nothing in this Assignment shall be construed in any way to alter, amend or otherwise relieve Developer of its warranty or guaranty responsibilities, with respect to any improvements, under the Mission Rock Project documents or subsequent permits.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the ____ day of _____, 2021.

DEVELOPER:

MISSION ROCK HORIZONTAL SUB (PHASE 1), L.L.C.,
A Delaware limited liability company

By: Sewall Lot 337 Associates, LLC, its Sole Member

By: Mission Rock Partners, LLC, its Sole Member

By: TSCE 2007 Mission Rock, L.L.C., Its Administrative Member

By: _____
Name: Carl Shannon
Its: Authorized Signatory

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Name: _____
Its: _____

Exhibit A

List of Acquisition Facilities

The facilities include the 12 kilovolt electric line improvements and ancillary facilities constructed or installed by or on behalf of DEVELOPER pursuant to Instructional Bulletin (IB) #3, dated March 10, 2021, and IB#3 Revision 1, dated March 19, 2021, proposing amendments to Public Works Street Improvement Permit (SIP) No. 20IE-00486, conditionally approved on March 19, 2021, for said improvements, and the improvement plans and specifications described therein. The list of facilities delivered to and on file with the City is as follows:

Joint Trench & Dry Utilities - includes, but is not limited to, installation of primary and secondary conduits, overhead poles, pull boxes, vaults, subsurface enclosures, gas main, and anodes for dry utilities including electrical, gas, telephone, cable, internet, and information systems, as well as any payment obligations related to providing such services.

Exhibit I

Second Amendment to Public Improvement Agreement

[CCSF Draft 9.28.21]

**Free Recording Requested Pursuant to
Government Code Section 27383**

**Recording Requested by and When
Recorded Mail Document To:**

San Francisco Public Works
Bureau of Street-Use and Mapping
Office of the City and County Surveyor
1155 Market Street, 3rd Floor
San Francisco, CA 94103

APN: 8719A-002, 8719A-003, 8719A-004
USE ONLY

SPACE ABOVE THIS LINE FOR RECORDER'S

Address: 1051 Third Street, San Francisco CA

**SECOND AMENDMENT TO
PUBLIC IMPROVEMENT AGREEMENT
(MISSION ROCK – PHASE 1A)**

**SECOND AMENDMENT TO
PUBLIC IMPROVEMENT AGREEMENT
(MISSION ROCK - PHASE 1A)**

This SECOND AMENDMENT TO THE PUBLIC IMPROVEMENT AGREEMENT (MISSION ROCK - PHASE 1) (this “**Second Amendment**”) is entered into as of _____, 2021 (the “**Effective Date**”), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California (“**City**”) acting by and through its DEPARTMENT OF PUBLIC WORKS (“**Public Works**”), and the City acting by and through the SAN FRANCISCO PORT COMMISSION (“**Port**”), and MISSION ROCK HORIZONTAL SUB (PHASE 1), L.L.C., a Delaware limited liability company (“**Subdivider**”).

RECITALS

- A. A tentative subdivision map, entitled “Tentative Map, Seawall Lot 337 / Mission Rock Project” for condominium and other purposes for the proposed subdivision of approximately 21.49 acres of property was approved by the Department of Public Works (“**Public Works**”) Director, acting as the advisory agency for purposes of the Subdivision Map Act and the San Francisco Subdivision Code, subject to certain requirements and conditions contained in the Conditions of Approval set forth in Public Works Order No. 202,368 dated December 13, 2019.

- B. On June 2, 2020, the San Francisco Board of Supervisors approved Board Motion No. M20-60, which approved Final Map No. 9443 (“**Final Map**”). The property subdivided pursuant to the Final Map consists of Lots 1, 2, 3, 4, A, B, C, D, E, F, G, H, and I (“**Property**”) and constitutes Phase 1A of the project. Lots J, K, and L of the Final Map will be subdivided pursuant to future phased final maps.

[CCSF Draft 9.28.21]

- C. The City, Port and Subdivider are parties to that certain Public Improvement Agreement (Mission Rock – Phase I), recorded in the Official Records on June 12, 2020 as DOC-2020-K940619-00 (the “**Original Agreement**”) to secure the completion of public improvements required by the Conditions of Approval subsequent to the approval and recording of the Final Map.
- D. On October 1, 2020, Public Works issued Street Improvement Permit No. 20IE-00486, approving Improvement Plans and Specifications prepared by BKF Engineers, entitled “Seawall Lot 337 / Mission Rock Phase 1 On-Site Street Improvement Plans” dated September 25, 2020. Street Improvement Permit No. 20IE-00486 and the Seawall Lot 337 / Mission Rock Phase 1 On-Site Street Improvement Plans (“**Phase 1 SIP**”), as revised, constituted a Plan Revision as defined in Subsection 4(c) of the Original Agreement.
- E. Pursuant to the Subsection 4(c) of the Original Agreement, Subdivider requested, and the Director approved, that certain First Amendment to the Original Agreement recorded in the Official Records on December 2, 2020, as Document No. 2020061907 (“**First Amendment**”). The First Amendment addressed the above-referenced Plan Revision, the incorporation of the Approved Criteria (as defined in the First Amendment), Subdivider’s obligations to complete certain Required Offsite Improvements (as defined in the First Amendment), and other amendments to the Original Agreement. Sections 8(b) and 8(c) of the Original Agreement became operative on the effective date of the First Amendment. The Original Agreement, as amended by the First Amendment, is referred to hereafter as the “**Agreement.**”
- F. On March 19, 2021, Public Works conditionally approved Instructional Bulletin No. 3 to the Phase SIP (“**IB No. 3**”), authorizing the construction of a 12-kilovolt power line and associated subsurface and overhead facilities (“**12-kV Line**”) to provide power for

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construction and to buildings within the Project's initial Phase. Per the conditions of approval to IB No. 3, Subdivider is required to offer the 12-kV Line for Acceptance by the City as a discrete public improvement separate from other "City Improvements" as defined in the Agreement. Acceptance of the 12-kV Line shall be conditioned upon Subdivider's agreement to replace the 12-kV Line with the permanent underground electrical line in an underground ductbank in the future Bridgeview Street running north from the terminus of the Bay Corridor Transmission Distribution vault at Mission Rock Street and Terry Francois Boulevard within the Mission Rock project ("**Permanent Power Line**"), consistent with the Infrastructure Plan and the SFPUC's Rules and Regulations for Electric Service, and remove the 12-kV Line, at Subdivider's sole cost, no later than the date that is ninety (90) days after the date the SFPUC has determined that the Permanent Power Line has been electrified and all other electrical service facilities to the 12-kV Line have been disconnected from the 12-kV Line and transferred to the Permanent Power Line. The Permanent Power Line constitutes required public improvements subject to the security requirements set forth in the Subdivision Code and the Subdivision Regulations. An executed Irrevocable Offer of Dedication of Improvements for the 12-kV Line is attached hereto as Exhibit L. The conditions of approval for IB No. 3 contemplate that upon Acceptance, the 12-kV Line will be owned, operated, and maintained by the San Francisco Public Utilities Commission ("**SFPUC**") on property owned by the Port pursuant to an agreement between the Port and SFPUC. On September 16, 2021, Subdivider submitted a written request for Plan Revisions to the Interim Director of Public Works to implement the conditions of approval for IB No. 3. Subdivider's Request for a Plan Revision includes amendments to Exhibit A-1 (Plans and Specifications), Exhibit C (Estimated Costs), Exhibit D (Documentation Required for Public Improvement Agreement), and Exhibit F-1 (List of Documents Required by City in Order to Issue a Notice of Completion) as required by the conditions of approval for IB No. 3.

G. The Interim Director of Public Works reviewed Subdivider's request for a Plan Revision and determined that the request satisfies the requirements of Section 4(c) of the Agreement and also that the proposed amendments to the Agreement are in the City's best interest and do not materially increase the City's obligations or materially diminish the City's rights.

AGREEMENT

NOW, THEREFORE, in order to ensure satisfactory performance of Subdivider's obligations under the Code, Subdivider, the Port, and the City agree to amend the Agreement as follows:

1. Amended Agreement. The Agreement, as amended by this Second Amendment shall constitute the Public Improvement Agreement for the project phase and the Property depicted in the Final Map.
2. Amendments.
 - a. Amendments to Section 7. Section 7(b) is hereby amended as follows:

(b) Maintenance and Liability Following Acceptance. Following Acceptance, and subject to Subsection 7(c) and Section 8, City and Port shall assume the responsibility of operation, maintenance, and liability of the Mission Rock Infrastructure, unless otherwise provided. City shall indemnify Subdivider and the officers, agents and employees of each of them from, and if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims by third parties ("Losses") to the extent first arising from and after City's Acceptance of any applicable portion of the Mission Rock Infrastructure, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except to the extent that such Losses consist of or result from Subdivider's damage to the 12-kV Line, and except to the extent such Loss

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is the result of the active negligence or willful misconduct of the Subdivider, or a party for whom Subdivider is liable, and except for losses due to a Failure (as defined in the Conditions of Approval) of LCC during the Initial Warranty Period or the Extended Warranty Period as defined in Subsections 8(b) and 8(c), respectively. Without limiting the generality of the foregoing, nothing in this Agreement shall be construed to mean that Subdivider is responsible for the repair, replacement, restoration, or maintenance of the Mission Rock Infrastructure damaged by the actions of third parties following the City's Acceptance of such Mission Rock Infrastructure.

b. Amendments to Subsection 8(a). Section 8 is hereby amended as follows:

Acceptance Does Not Constitute Waiver of Warranties. Acceptance of the Mission Rock Infrastructure by the City or the Port shall not constitute a waiver of any defects covered by any applicable warranty under this Section 8. Subdivider covenants that all Mission Rock Infrastructure constructed or installed by Subdivider shall be free from defects in material or workmanship and shall perform satisfactorily during the applicable warranty period, described further below, provided that no warranty period shall commence until the date of issuance of the last Notice of Completion for all Mission Rock Infrastructure subject to this agreement, provided further that the warranty period for plant materials and trees planted as part of the Mission Rock Infrastructure shall not commence until the Director receives a certification from the City's Construction Manager that a plant establishment period set in accordance with the Plans and Specifications has passed. During the applicable warranty period, Subdivider shall, as necessary, and upon receipt of a request in writing from the Director, or the Director's designee, that the work be done ("Notice of Warranty Work"), inspect, correct, repair or replace any defects in the Mission Rock Infrastructure at its own expense, subject to Subsection 8(c)(ii) with respect to the Extended Warranty. Should Subdivider fail to act with reasonable promptness to make such inspection, correction, repair or replacement, or should an

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emergency require that inspection, correction, repair or replacement be made before Subdivider can be notified (or prior to Subdivider's ability to respond after notice), the City may, at its option, upon notice to Subdivider, make the necessary inspection, correction, repair or replacement or otherwise perform the necessary work and Subdivider shall reimburse the City for the actual cost thereof. During the applicable warranty period, the City shall hold the Subdivider's Security, reduced as described in Section 5 (as applicable to the Initial Warranty Period), to secure performance of Subdivider's foregoing warranty obligations. Subdivider's responsibility during the warranty period shall include repairing defects and defective material or workmanship, but not ordinary wear and tear or harm or damage from improper maintenance or operation of the Mission Rock Infrastructure by the City, or any agent or agency of either. Subsections 8(b) and 8(c) shall not become operative until the City Engineer has adopted the Approved Criteria and the City has issued a street improvement permit for LCC Infrastructure.

(b) Initial Warranty.

Condition No. 8.f.i of the Conditions of Approval states as follows:

Subdivider shall provide an "Initial Warranty" that covers the failure of the LCC Infrastructure to meet the Approved Criteria and any defects in materials or workmanship (each failure or defect a "Failure") of the LCC Infrastructure for a period of two (2) years from the date of issuance of the last Notice of Completion for all LCC Infrastructure for the applicable Phase.

Based on the foregoing, Subdivider covenants that all Mission Rock Infrastructure constructed or installed by Subdivider shall be free from failure for a period of two years from the date of issuance of the last Notice of Completion for all LCC Infrastructure for the applicable Phase (the "Initial Warranty Period"), provided however, that all LCC Infrastructure shall be free from "Failure" during the Initial

Warranty Period. The Initial Warranty Period shall not commence until Subdivider has requested a Final Notice of Completion pursuant to Section 6(a), and the Director has issued such Final Notice of Completion. Following the Initial Warranty Period, consistent with the Conditions of Approval, Subdivider shall provide an Extended Warranty against Failure for the duration of Extended Warranty Period, as defined in the Conditions of Approval and set forth in Section 8(c) below.

- c. New Subsection 8(e). Section 8 is hereby amended to include the following as a new Subsection 8(e):

The City's Acceptance of the 12-kilovolt electrical line to provide power for construction and to buildings within the Project's initial Phase, as permitted through Instructional Bulletin No. 3 to the Phase SIP ("**IB No. 3**"), conditionally approved on March 19, 2021 ("**12-kV Line**"), and expressly contingent upon Subdivider's replacement of the 12-kV Line with a permanent underground electrical line consistent with the alignment depicted in **Exhibit A-2** ("Permanent Power Line") and consistent with the Infrastructure Plan and the SFPUC Power Enterprise Rules and Regulations Governing Electric Service, effective May 9, 2017 ("SFPUC Power Rules"), and removal of the 12-kV Line, at Subdivider's sole cost, no later than the date that is ninety (90) days after the date the SFPUC has determined that the Permanent Power Line has been electrified and all other electrical service facilities to the 12-kV Line have been disconnected from the 12-kV Line and transferred to the Permanent Power Line. Acceptance of the 12-kV Line shall not constitute a waiver of any defects. Notwithstanding any contrary provision in Subsection 8(b), Subdivider covenants that the 12-kV Line constructed and installed by Subdivider shall be free from defects in material or workmanship and shall perform satisfactorily ("**12-kV Line Warranty**") for a period of one (1) year ("**12-kV Line Warranty Period**"), which period shall begin upon the issuance of the Notice of Completion for

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the 12-kV Line. The 12-kV Line Warranty shall cover the satisfactory performance of the 12-kV Line installed by the Subdivider. During the 12-kV Warranty Period, Subdivider shall, as necessary, and upon receipt of a request in writing from the Director or from the Port that the work be done, inspect, correct, repair, or replace any defects in the 12-kV Line at its own expense. Should Subdivider fail to act with reasonable promptness to make such inspection, correction, repair, or replacement, or should an emergency require that inspection, correction, repair, or replacement be made before Subdivider can be notified (or prior to Subdivider's ability to respond after notice), the City or the Port may, at either's option and upon providing notice to Subdivider, perform the required inspection, correction, repair, or replacement, or otherwise perform the necessary work and Subdivider shall reimburse the City or the Port for the actual cost thereof. The City shall hold the Security to secure completion of the Permanent Power Line, removal of the 12-kV Line, and performance of Subdivider's foregoing warranty obligations, reduced as described in Section 5, as applicable. Subdivider's responsibility during the Warranty Period shall include repairing defects and defective material or workmanship, but not ordinary wear and tear or harm or damage from improper maintenance or operation of the 12-kV Line by the City, the Port, or any agent or agency of either.

d. Amendments to Section 9. Section 9 is hereby amended as follows:

Indemnification of City.

* * *

(b) Construction Obligations. Notwithstanding any contrary provisions in Section 9, Subdivider shall comply with all the conditions and requirements set forth in the Phase 1 SIP and IB#3, including the Subdivider's obligation to hold harmless, defend, and indemnify the City as specified in the Phase 1 SIP and IB#3. In addition, tTo the extent provided under the DDA

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and Master Lease, Subdivider as to the Horizontal Improvements, and to the extent provided under its Vertical DDA and Parcel Lease, each Vertical Developer as to the pertinent Vertical Improvements, agrees to indemnify the City Parties Losses arising from:

(i) the failure of any Improvements constructed at the Project Site to comply with all applicable laws, including any New City Laws permitted under the Development Agreement; and

(ii) any accident, bodily injury, death, personal injury, or loss or damage to property caused by the construction by Developer or any DA Successor or their agents or contractors, of any Improvements on the Project Site, or outside of the Project Site in connection with project activities.

(c) Exclusions. Subdivider's and DA Successors' obligations will not apply to the extent that:

(i) the indemnification obligations are found unenforceable by a final judgment; or

(ii) the Loss is the result of the gross negligence or willful misconduct by City Parties or the breach by any City Party under a ~~Transaction Document~~ this Agreement.

3. Amended Exhibits.

- a. Exhibit A-1. Plans and Specifications. Exhibit A-1 to the Agreement is hereby replaced in its entirety by Exhibit A-1 attached hereto.
- b. Exhibit A-2. Exhibit A-2 to the Agreement is hereby replaced in its entirety by Exhibit A-2 attached hereto.
- c. Exhibit C. Security. Exhibit C to the Agreement is hereby replaced in its entirety by Exhibit C attached hereto.

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- d. Exhibit D. Documentation Required for Public Improvement Agreement. Exhibit D to the Original Agreement is hereby replaced in its entirety by Exhibit D attached hereto.
 - e. Exhibit F-1. List of Documents Required by City in Order to issue a Notice of Completion. Exhibit F-1 to the Original Agreement is hereby replaced in its entirety by Exhibit F-1 attached hereto.
4. New Exhibits.
- a. Exhibit L, titled, “Executed Irrevocable Offer of Dedication of Improvements - Power Facilities” is incorporated into the Agreement.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date set forth above.

SUBDIVIDER:

**MISSION ROCK HORIZONTAL SUB (PHASE 1), L.L.C.,
A Delaware limited liability company**

By: Sewall Lot 337 Associates, LLC, its Sole Member

By: Mission Rock Partners, LLC, its Sole Member

By: TSCE 2007 Mission Rock, L.L.C., Its Administrative Member

By: _____
Name: Carl Shannon
Its: Authorized Signatory

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: Carla Short
Its: Interim Public Works Director

APPROVED AS TO FORM:

Dennis J. Herrera, City Attorney

By: _____
Christopher T. Tom
Deputy City Attorney

[Signature Pages Continue]

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PORT:

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

By: Elaine Forbes
Port Director

APPROVED AS TO FORM:

Dennis J. Herrera, City Attorney

By: _____
Michelle Sexton
Deputy City Attorney

[SIGNATURE PAGES END]

EXHIBIT A-1

Approved Street Improvement Permit Plans and Specifications

1. Public Works Street Improvement Permit (SIP) No. 20IE-00486 (October 1, 2020)
2. Mission Rock Phase 1 Street Improvement Plans and Specifications prepared by BKF Engineers, including “Technical Specifications for Seawall Lot 337 / Mission Rock Phase 1 Street Improvement Plans” (dated September 25, 2020 and approved October 1, 2020 pursuant to SIP No. 20IE-00486)
3. Instructional Bulletin (IB) #3 (dated March 10, 2021) and IB#3 Revision 1 (dated March 19, 2021) Proposing Amendments to Public Works Street Improvement Permit (SIP) No. 20IE-00486, Conditionally Approved on March 19, 2021
4. Instructional Bulletin (IB) #1 Revision 3 (dated June 14, 2021) Proposing Amendments to the Public Works Street Improvement Permit No. 20IE-00486, Approved on July 12, 2021

EXHIBIT A-2

**Permits Authorizing Construction of Required Offsite Improvements (Prospective)
and Corresponding Plans and Specifications**

1. Improvement Plans and Specifications for Bioretention Facility (prospective)
2. Permit(s) Authorizing Construction of Bioretention Facility (prospective)
3. Improvement Plans and Specifications for Sanitary Sewer Pump Station (prospective)
4. Permit(s) Authorizing Construction of Sanitary Sewer Pump Station (prospective)
5. Permit(s) Authorizing Construction of Permanent Power Line (prospective); Diagram
Depicting Permanent Power Line Alignment as of September __, 2021

EXHIBIT C
ESTIMATED COSTS

EXHIBIT D

Documentation Required for Public Improvement Agreement

1. Public Works Street Improvement Permit No. 20IE-00486 (October 1, 2020)
2. Irrevocable Offer of Dedication of Improvements (recorded June 12, 2020 as Document No. 2020K940595)
3. Payment and Performance Bonds and Monument Bonds
4. Maintenance Matrix
5. Master Homeowner Association Covenants, Conditions and Restrictions (applies only if Final Map authorizes residential condominiums)
6. Bonding to complete the Mission Rock Improvements
7. Instructional Bulletin (IB) #3, dated March 10, 2021, and IB#3 Revision 1, dated March 19, 2021, Proposing Amendments to Public Works Street Improvement Permit (SIP) No. 20IE-00486 (“IB#3”), Conditionally Approved on March 19, 2021
8. Instructional Bulletin (IB) #1 Revision 3 (dated June 14, 2021) Proposing Amendments to the Public Works Street Improvement Permit No. 20IE-00486, Approved on July 12, 2021
9. Irrevocable Offer of Dedication of Improvements (12-kV Line)

EXHIBIT F-1

List of Documents Required by City in Order to issue a Notice of Completion

1. Subdivider's Letter Requesting Notice of Completion
2. Contractor Substantial Completion Letter
3. Civil Engineer Completion Notice
4. Geotechnical Engineer Completion Letter
5. Landscape Architect Completion Notice
6. Construction Manager Completion Notice
7. Record of City's approval of all required infrastructure testing including but not limited to SS/SD post-construction CCTV, SS/SD vacuum/pressure tests, LPW/AWSS hydrostatic tests, mandrel tests, in place density/compaction tests, concrete and LCC tests, irrigation tests, rolling straight edge tests, etc.
8. City's Confirmation that Final Punch-List Items Have Been Completed
9. Utility Conformance Letter
10. As-Built Plan Approval Letter
11. Final Draft of Notice of Completion (to be recorded)
12. Survey Monuments
13. Test Reports
14. Joint Trench Conduits Mandrel Test
15. Confirmation of Removal of all Non-Compliance Reports ("NCR")
16. Confirmation from City that all Change Orders/Instructional Bulletins have been approved
17. Confirmation from City that all required spare parts have been provided
18. Confirmation from City that Infrastructure satisfies all requirements of Public Works Order No. 203,636 and Public Works Order No. 203,637
19. Confirmation from City that all conditions of SIP have been satisfied
20. Operation and Maintenance Manuals
21. Executed Corporate Guaranty for the Extended Warranty Acceptable to the City (due at the time of first request for the final NOC within Phase 1A; Subdivider shall submit a final completed form of the Corporate Guaranty, including all parties and terms, with its first request for any NOC)
22. Final Form of Master Encroachment Permit(s) sufficient for consideration by the Board of Supervisors and associated agreement for Private Utility Improvements and other non-standard public or private improvements in the right-of-way
23. NOC Recommendation from Public Works
24. Separate agreement between the Port and SFPUC pursuant to which SFPUC may own, operate and maintain the 12-kilovolt electrical line authorized by Instructional Bulletin (IB) #3 (dated March 10, 2021) and IB#3 Revision 1 (dated March 19, 2021) Proposing Amendments to Public Works Street Improvement Permit (SIP) No.20IE-00486, and which does not require SFPUC to compensate the Port for the right to occupy Port property. **This requirement applies only to issuance of a NOC for the 12-kilovolt**

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**line authorized by IB#3, and not to other improvements contemplated by this
Public Improvement Agreement.**

EXHIBIT L

Executed Irrevocable Offer of Dedication of Improvements - Power Facilities

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

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

Assessor's Block ("AB")
AB:

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

OFFER OF DEDICATION OF IMPROVEMENTS

(12-kV Distribution Line)

MISSION ROCK HORIZONTAL SUB (PHASE 1), L.L.C., a Delaware limited liability company ("Developer"), and its successors and assigns, does hereby irrevocably offer to dedicate to the City and County of San Francisco a municipal corporation ("City"), and its successors and assigns, all improvements constructed or installed by or on behalf of Developer, pursuant to Instructional Bulletin No. 3, dated March 10, 2021, inclusive of Revision No. 1 thereto, dated March 19, 2021, amending the Mission Rock Phase 1 Improvement Plans Street Improvement Permit (Street Improvement Permit No. No. 20IE-00486), and the improvement plans and specifications described therein.

The property where the improvements are located is shown on Exhibit A hereto, which is located in the City.

It is understood and agreed that: (i) upon acceptance of this offer of public improvements the City shall own and be responsible for maintenance of the offered public improvements, and (ii) The City and its successors or assigns shall incur no liability or obligation whatsoever hereunder with respect to such offer of public improvements, and, except as may be provided by separate instrument, shall not assume any responsibility for the offered improvements, unless and until such offer has been accepted by appropriate action of the Board of Supervisors.

IN WITNESS WHEREOF, the undersigned has executed this instrument this ___ day of _____, 2021

DEVELOPER

MISSION ROCK HORIZONTAL SUB (PHASE 1), L.L.C.,
A Delaware limited liability company

By: Sewall Lot 337 Associates, LLC, its Sole Member

By: Mission Rock Partners, LLC, its Sole Member

By: TSCE 2007 Mission Rock, L.L.C., Its Administrative Member

By: _____

Name: Carl Shannon

Its: Authorized Signatory

Exhibit A

Legal Description and Plat

Exhibit J

**Ordinance Accepting and Publicly Dedicating 12-kV Line
(Seawall Lot 337 and Pier 48 Mixed-Use Project)**