

**MEMORANDUM OF UNDERSTANDING
REGARDING JURISDICTION, ACCEPTANCE, AND MAINTENANCE
OF PUBLIC IMPROVEMENTS AT THE MISSION ROCK SPECIAL USE DISTRICT**

This Memorandum of Understanding (“MOU”) dated for reference purposes as of _____, 2025, is made by and between the City and County of San Francisco, a municipal corporation (the “City”), acting by and through the Public Works Department (“Public Works”), the San Francisco Municipal Transportation Agency (“SFMTA”), the San Francisco Fire Department (“SFFD”), and the Public Utilities Commission (“SFPUC”, and, collectively with SFFD, Public Works and SFMTA, the “Non-Port Departments”) and the City, acting by and through the Port Commission (“Port” or “Port Commission”), collectively, the “Parties” and each a “Party”, with reference to the following facts:

A. Port and Seawall Lot 337 Associates, LLC, a Delaware limited liability company (“Developer”) executed that certain Disposition and Development Agreement dated for reference purposes as of August 15, 2018 (as amended and supplemented from time to time, the “DDA”), and that certain Lease No. L-16417, dated as of August 15, 2018 (as amended from time to time, the “Master Lease”) in connection with the development of the Mission Rock Special Use District (the “Project Area”). At the same time, the City and Developer entered into a Development Agreement that, among other things, determines what City laws, regulations, development impact fees, and processes apply to development of the Project Area (the “DA”).

B. The City, including Public Works, SFPUC, and SFMTA, and Port also entered into a Memorandum of Understanding Regarding Interagency Cooperation (Mission Rock Project at Seawall Lot 337 and Pier 48) dated for reference purposes as of August 15, 2018 (as amended and supplemented from time to time, the “ICA”) to facilitate implementation of development of the Project Area.

C. The Project Area is impressed with (1) the common law public trust for commerce, navigation, and fisheries (the “Public Trust”) and (2) the statutory trust imposed by Chapter 1333 of the Statutes of 1968 (as amended, the “Burton Act”) together with any additional restrictions on use and alienability created by that certain Agreement Relating to the Transfer of the Port of San Francisco from the State of California to the City and County of San Francisco (the “Burton Act Transfer Agreement”) (such statutory trust referred to herein as the “Burton Act Trust” and, collectively with the Public Trust, the “Trusts”). The Burton Act designates Port as the trustee of the Trust Lands (“Trustee”).

D. The Project has been planned and designed, in consultation with the California State Lands Commission (“State Lands”) and in accordance with Senate Bill 815 (“SB 815”) (stats. 2007, ch. 660), as modified by Assembly Bill 2797 (“AB 2797”) (stats. 2016, ch. 529), to produce multiple public trust benefits. State Lands approved the Mission Rock Public Trust Study, and that approval with SB 815 and AB 2797, authorize the Port to lease all or any portion of the Site free from the Public Trust and the Burton Act Trust use requirements for a term not to exceed 75 years from the initial occupancy date of the improvements developed on the parcel, but not beyond December 31, 2105.

E. The Improvements (defined below) will be constructed primarily on property which is, and will continue to be, under the exclusive jurisdiction of Port pursuant to Appendix B of the City’s Charter (the “Charter”). The DDA, the DA, and the ICA are collectively referred to as the “Transaction Documents”.

F. The City, chiefly through Public Works, administers the land use and permitting requirements of the San Francisco Public Works Code, the subdivision requirements of the San Francisco Subdivision Code and Regulations, and the infrastructure requirements of the San Francisco Administrative Code.

G. The Charter grants the SFPUC exclusive charge of the construction, management, supervision, maintenance, extension, expansion, operation, use and control of all water, clean water and energy supplies and utilities of the City, as well as the real, personal and financial assets, that are under SFPUC's jurisdiction.

H. Consistent with the approved Sanitary Sewer System Master Plan, the Developer proposes a combined Water Treatment and Recycling System ("WTRS") plant and Sanitary Sewer Pump Station ("SSPS") to be co-located within a private development building located on planning Block B. This combined facility is needed to comply with Health Code Article 12C on a district scale and to avoid seeking variances from the SFPUC from its regulatory standards, respectively.

I. The City, chiefly through the SFMTA, designs and installs traffic control devices and bicycle parking, provides public transit service, and administers provisions of the San Francisco Transportation Code.

J. The SFFD regulates and enforces fire and life safety in the City. The SFFD reviews building permits for compliance with the fire safety provisions of the San Francisco Building Code, San Francisco Fire Code, and Port Building Code, and reviews subdivision maps for compliance with the fire safety provisions of the Subdivision Map Act, 2015 San Francisco Subdivision Regulations, and SFFD standards.

K. Pursuant to the DDA, Developer will construct throughout the Project Area roadways, utility and traffic facilities, and other appurtenances in the Right-of-Ways ("Street Improvements"), various improvements in land owned by Port and designated as Public Open Space in the Mission Rock Special Use District Design Controls, dated as of January 19, 2018, as it may be amended or supplemented ("Open Space Lands") (such improvements in Open Space Lands, the "Open Space Improvements"), and other improvements to land owned by Port (collectively, "Improvements").

L. The purpose of this MOU is to set out a framework for the jurisdiction over and maintenance and permitting of the Improvements, outline the procedures for implementing such framework, and provide for access to Improvements by the Parties and third parties.

M. The Parties have further memorialized the framework for responsibility for the Improvements in an Interdepartmental Master Encroachment Permit ("IMEP"), subject to approval by the Board of Supervisors, that includes maintenance agreements for Port encroachments and sidewalk maintenance in accordance with those certain Notices of Special Restrictions recorded against each parcel that were recorded on or about June 25, 2020.

N. The Public Trust doctrine, the Burton Act and the Burton Act Transfer Agreement require that all Harbor Fund revenues are expended for uses and purposes of statewide interest in fulfillment of the purpose of the Trusts. As Trustee, Port is charged with managing the state's granted public trust lands on behalf of the state for the benefit of all the people of California. As part of its fiduciary duty as Trustee, Port is required to take reasonable steps under the circumstances to take and keep control of and preserve trust property. Port cannot use the trust corpus for general municipal purposes or other purposes inconsistent with the Trusts. Ongoing expenditure by Port to City departments for services that support use and activities within Port jurisdiction, including the Project Area, are authorized so long as the services being provided are necessary and reasonable and carry-out Public Trust uses and purposes.

O. The Non-Port Departments are not responsible for the cost of design or construction of the Improvements. Developer has agreed in the DDA to pay for the initial cost of design and construction of the Improvements, including all Improvements intended to be accepted by the Non-Port Departments, and, pursuant to the DDA, is entitled to reimbursement from and to the extent of Project Payment Sources (as defined in the appendix to the DDA, the "Appendix"). Project Payment Sources include (1) Improvements Special Taxes (defined below), (2) a portion of funds generated within the IFD (defined below), (3) proceeds from the

lease of Port-owned Development Parcels (as defined in the Appendix), and (4) at Port's election in its sole discretion, Port Capital (as defined in the Appendix).

P. The City and Port have formed a community facilities district within the Project Area (the "CFD"), which CFD shall levy development special taxes, office special taxes, and shoreline special taxes (collectively, the "**Improvements Special Taxes**"), the funds of which will be used to reimburse the Developer for costs of the Improvements. The City and Port have also formed an infrastructure financing district (the "IFD"). A portion of the tax increment generated within sub-project areas of the IFD located in the Project Area will be used to reimburse the Developer for costs of the Improvements.

Q. Dues paid by a master association formed by the Developer ("**Association Dues**") and/or services special taxes levied by the CFD (the "**Services Special Taxes**") will fund all or a portion of the maintenance and operations of certain Improvements.

R. The Port periodically conducts nexus studies related to Non-Port Departments services. To comply with restrictions on Harbor Fund expenditures, the purpose of the nexus study is to document Port's expenditures on services by Non-Port Departments, the procedure for allocating costs to the Port, and the level of General Fund revenue generated by Port tenants. The Port will include in future nexus studies applicable costs and services related to this MOU and/or any increase in costs incurred by Non-Port Department for maintenance and operation of any Improvements that may be embedded in lightweight cellular concrete ("LCC") and the LCC itself (if subsequently authorized by a discretionary City action) or the maintenance and operation using LCC.

S. Each Party has authority pursuant to the City Charter and other applicable law. This MOU describes how the Parties are exercising their authority within the Project Area.

NOW, THEREFORE, the parties agree as follows:

1. Open Space and Right-of-Way Lands

1.1. Port Property. The City owns in fee, under Port jurisdiction, the real property underlying the open spaces and public right-of-ways within the Project Area ("**Port Property**"), as described in **Section 1.2** below. While Port intends that some Port Property will be offered for dedication by Port, and accepted and dedicated by the Board of Supervisors and under Public Works jurisdiction for liability and maintenance, other property will remain unaccepted by the Board of Supervisors. For convenience, unaccepted Port Property is referred to as "**Paseos**," and is shown in the attached **Exhibit B**.

1.2. City-Accepted Port Streets. Port Property that the Parties anticipate will be offered for dedication, and accepted and dedicated by the Board of Supervisors will be under Public Works jurisdiction if such streets comply with Public Works' specifications ("**City-Accepted Port Streets**"). The streets that the Parties anticipate will become City-Accepted Port Streets are depicted on **Exhibit C** attached hereto. The City-Accepted Port Streets, upon acceptance and public dedication, will function and be regulated like other accepted and dedicated City streets for purposes of permitting, traffic regulation, use by public utilities, and City departments, except as expressly stated in this MOU or in the San Francisco Municipal Code, as it may be amended.

1.3. Action by Board and Port Commission. No dedication for public use of City-Accepted Port Streets shall be considered complete without action of both the Port Commission and the Board of Supervisors.

2. Open Space Lands. Port intends to (i) dedicate the Open Space Lands to public use, (ii) designate such land for park and open space purposes only, and (iii) dedicate, designate, and accept Open Space Improvements, as recommended by Port staff, subject to action by the Port Commission, in its discretion as set out in the DDA, the Charter, and the Burton Act.

3. Improvements.

3.1. Maintenance Matrix. The Parties have identified which Improvements they anticipate will be in the jurisdiction of and/or maintained by the Non-Port Departments or by Port, as applicable, as set forth in the “**Maintenance Matrix**” attached to this MOU as **Exhibit A**. The Parties do not intend for the Maintenance Matrix to bind the Parties to accept jurisdiction over the identified Improvements. Exclusive of any Improvements that have been publicly dedicated and designated to be within the jurisdiction of a specified Party by the Board of Supervisors and the Party’s Board or Commission, as may be applicable, the Maintenance Matrix may be updated if necessary to reflect agreements reached subsequent to the reference date, provided that material maintenance and liability obligations for any Improvement may not be changed without the prior written consent of the affected Party’s Executive Director, Director, or General Manager, or designee (“**Director**”), in said person’s reasonable discretion. The Parties may make non-material revisions to the Maintenance Matrix, as determined in consultation with the City Attorney’s Office, by mutual, written staff agreement and may by staff agreement substitute any such revised Maintenance Matrix for **Exhibit A**. All such Maintenance Matrix revisions must show the date of the revision and identify the staff members approving the revision.

3.2. Offer of Improvements. The Parties intend that public improvement agreements or equivalent agreements concerning the construction and offer of Improvements will identify the Improvements that Developer will offer to the City.

3.3. Parties’ Roles. Except as may be set forth below and otherwise in this MOU, each Party’s responsibilities for accepted Improvements shall be consistent with such Party’s responsibilities for accepted improvements outside of Port jurisdiction:

(a) Public Works.

(i) Maintenance and Liability. For all City-Accepted Port Streets, upon acceptance, public dedication, designation for street and roadway purposes, and acceptance for maintenance and liability purposes by the Board of Supervisors, Public Works will be responsible for maintenance and liability of Street Improvements in the City-Accepted Port Streets to the same extent Public Works is responsible for maintenance and liability of the same in other dedicated right-of-ways in San Francisco.

(ii) Permitting. For all City-Accepted Port Streets, upon acceptance, public dedication, designation for street and roadway purposes, and acceptance for maintenance and liability purposes by the Board of Supervisors, Public Works shall be responsible for issuing regulatory permits and other permissions and approvals (“**Permit**”) required for construction, development, encroachment, or any other use of the subject lands and improvements in City-Accepted Port Streets in the same manner as other accepted City streets. Notwithstanding the forgoing, Public Works will endeavor to work with Port regarding Board of Supervisors authorizing legislation to grant Port the exclusive right to permit or license, as applicable, encroachments for café tables and chairs, merchandise displays, and readily moveable encroachments on the sidewalk in City-Accepted Port Streets (collectively “**Port Licensed Encroachments**”), in accordance with Section 3.3(e)(ii) below, and waives any permit fees for such encroachments.

(b) SFMTA. SFMTA shall be responsible for maintenance and liability of traffic signals, signage, and pavement markings, as well as parking enforcement in City-Accepted Port Streets. Port shall retain authority over the placement of parking meters, parking meter revenues, and regulatory authority regarding the parking and standing of motor vehicles for City-Accepted Port Streets and Paseos.

(c) SFPUC. Consistent with standard City practice, SFPUC shall be responsible for maintenance and liability for Improvements recommended for acceptance by

SFPUC, and accepted by the Board of Supervisors in City-Accepted Port Streets, and Open Space Lands, as set forth in the Maintenance Matrix.

(d) SFFD. SFFD has reviewed, and will continue to review, the Improvement Plans (as defined in the ICA), for compliance with SFFD requirements for Fire Safety Infrastructure (as defined in the ICA).

(e) Port.

(i) *Maintenance and Liability*. Except as otherwise stated in the Maintenance Matrix, Port shall be responsible for maintenance and liability for roadway paving, curb and crosswalk maintenance, and repair of Paseos and the Street Improvements in those Paseos, except for the Street Improvements described in subsections (b) and (c) above. Port shall be responsible for the maintenance and liability of the Open Space Lands. Port shall not be responsible for maintaining or repairing Street Improvements in the City-Accepted Port Streets, except as set forth in the IMEP and this MOU. The Non-Port Departments will not be responsible and Port will be responsible for maintenance and liability for sidewalks within City-Accepted Port Streets; the Non Port Departments acknowledge that Port has recorded Notices of Special Restrictions: Property Lessee's Responsibility to Maintain Safe Condition of Sidewalks and Sidewalk Areas Adjacent to Subject Real Property and intends to enter into a third-party management agreement to address sidewalk maintenance and liability, issues in accordance with Public Works Code Section 706 et seq. If Port is the proximate cause of damage to or injury to Street Improvements for which Port is not otherwise responsible, then Port shall be responsible for ensuring the repair of such damage. Port has no other obligation to maintain or repair SFMTA-accepted improvements (e.g., traffic signals, signage, and pavement markings) at any time.

(ii) *Permitting*. Port, acting by and through the Chief Harbor Engineer of Port (the “**Chief Harbor Engineer**”), shall issue any permit for the construction, development, encroachment, or any other use on Paseos, Open Space Lands and Development Parcels, and Improvements in those areas. In accordance with Section 3.3(a)(ii), Port shall issue permits and/or licenses for Port Licensed Encroachments, if any, in the same manner as Paseos, Open Space Lands and/or Development Parcels. Port shall be entitled to all fees for permits and/or licenses issued for Port Licensed Encroachments. For permits and/or licenses issued by Port for Port Licensed Encroachments, if any, Port shall comply, or cause the permittee or licensee to comply, with Public Works’ requests for removal of Port Licensed Encroachments in connection with construction or other work to be performed in the City-Accepted Port Street.

(iii) *Proprietary Rights and Obligations*. Except for City-Accepted Port Streets, which are subject solely to City permitting processes (other than Port Licensed Encroachments, if applicable), Port shall continue to have the right to issue leases, licenses, and permits acting in its proprietary capacity with respect to property within the Project Area.

3.4. Permits or Contracts Issued by Parties in Project Area. Any permit or contract that requires permittee to indemnify any Party shall also require express indemnification of the City on terms consistent with the Transaction Documents to the extent Developer or its assigns is the indemnifying party. If a Party fails to require indemnification of another Party, said Party will allow an injured Party to pursue a claim for indemnification in its stead.

3.5. Funding for Maintenance of Improvements and Assignment of Maintenance Responsibility. As set forth in Recitals N through Q, the Parties contemplate various approaches to performing and funding the long-term maintenance of Improvements. The Maintenance Matrix and IMEP reflect the Parties’ current intentions regarding these funding arrangements. Such funding arrangements may include, without limitation and in combination, as appropriate, the following:

(a) The Board of Supervisors or Port Commission, as applicable, may accept ownership of certain Improvements as set forth in the Maintenance Matrix (“**Publicly Owned**

Improvements”). The Non-Port Departments and/or Port may fund maintenance and bear liability or may enter an agreement with Developer or other third party to fund the maintenance and liability costs of Improvements, the source of which funding may be the Services Special Taxes or Association Dues, as contemplated in the Maintenance Matrix. Port may, at its option, be a party or a third-party beneficiary to such agreements or funding mechanisms initiated by the Non-Port Departments.

(b) For a period of 10 years after Acceptance, Port will provide CFD or IFD funds that are not pledged to reimburse or directly pay for Project Payment Obligations (as defined in the DDA) for remediation of Improvement failures. The Parties acknowledge that Exhibit 1 to Public Works Order No. 203637, as may be amended or replaced from time to time, defines “**LCC Performance Criteria**” and “Failure” of the LCC Infrastructure. Port agrees that if one or more Improvements suffer damage that can be reasonably demonstrated to be the result of a Failure of the LCC Infrastructure, then remediation shall include any repair or replacement that may be determined to be reasonably necessary by the Non-Port Departments. Requests for reimbursement may be submitted by the Non-Port Departments at any time during the 10-year period and will be reimbursed if and when the funds become available.

(c) For the period during which the City is receiving IFD or CFD funds from the Project Area, Port will manage its CFD and IFD capital project plans to ensure that funds are available for the payment of the incremental costs (the “**Incremental Maintenance Costs**”) of maintaining streets above LCC and utilities within LCC (“**LCC Streets**”) within the Project Area as compared to the typical San Francisco street infrastructure (“**Non-LCC Streets**”). Incremental Maintenance Costs shall include all costs necessitated by the maintenance of an LCC Street and the associated infrastructure that are greater than the cost of maintaining a Non-LCC Street or the associated infrastructure, as reasonably demonstrated by Non-Port Department staff. Subject to any change required by the City agencies after each review described at the end of this subsection, Port will ensure each requesting Non-Port Department’s Incremental Maintenance Costs are reimbursed.

The Port or its assignee intends to utilize a portion of the available Services Special Taxes and/or Park Lease revenues as they become available to reimburse each requesting Non-Port department’s Incremental Maintenance Costs. If available funds are insufficient to reimburse the applicable Non-Port Department’s Incremental Maintenance Costs during any applicable fiscal year, then Port will notify Non-Port Departments immediately, citing reasons for funding insufficiency and propose reasonable terms for reimbursement or agree to the applicable Non-Port Department’s terms of reimbursement no later than 90 days following notification. Every five years, or earlier as may be required, the City agencies will review the framework for calculating Incremental Maintenance Costs; information available from actual Incremental Cost expenditures incurred by Non-Port departments; and whether there continue to be Incremental Maintenance Costs in the Project Area and a continued need for Port to direct, or cause to be directed, use of funds as described through this agreement, to reimburse each requesting Non-Port department’s Incremental Maintenance Costs. City agencies may request a meeting to discuss the Incremental Maintenance Cost framework earlier than 5 years if one of the following occurs: 1) actual incremental costs incurred by City Departments are different than what were projected prior to executing this MOU, 2) a new phase receives an approved Final Subdivision Map that includes additional LCC Streets to be offered for dedication as future City-Accepted Port Street, 3) a Non-Port Department anticipates significant upcoming Incremental Maintenance Cost expenditures that Port must budget for, or 4) LCC is not performing as expected.

(d) If Developer elects that a third party, such as a commercial owners’ association, a master homeowners’ association, or a business improvement district (each an “**Association**”) should assume maintenance and liability responsibilities for Publicly Owned Improvements, and the Director of the affected City agency consents, the Port will direct the Developer to require the Association to enter into a maintenance agreement which (1) requires the Association to perform these obligations to the applicable Party’s satisfaction, (2) requires

any agreements creating the association to memorialize the requirement to perform the obligations, and (3) names both the City and the Port as beneficiaries.

3.6. Acceptance and Dedication of Improvements. In accordance with Section 4.6(b)(ii)(A) of the ICA, the Parties will diligently and expeditiously process acceptance requests and will introduce complete acceptance packages to the applicable acceptance body with a goal of final approval within six months after the date of Developer's submission of a complete request.

3.7. Unaccepted Improvements. The Parties may authorize Developer or other third parties to install Improvements ("Unaccepted Improvements") that encroach upon City-Accepted Port Streets, including on or in Improvements accepted by the City or otherwise dedicated to public use, following consent by Port staff and the Non-Port Departments with jurisdiction over the Improvements below, above, or affected by the Unaccepted Improvements. As to Unaccepted Improvements in City-Accepted Port Streets, the City may require Port to enter into a maintenance agreement that requires the owner to seek the Board of Supervisors' approval of a Major Encroachment Permit that allows the Unaccepted Improvement the revocable right to encroach on the right of way and sets out the owner's maintenance responsibilities (including funding therefor).

4. Access.

4.1. Port Lands. By this MOU, Port provides to the Non-Port Departments a license for construction, maintenance, and inspection of Street Improvements in Port Property and Open Space Improvements, if any on Open Space Lands in the Project Area controlled by Port, not subject to the Master Lease (collectively, "Port Lands").

4.2. Developer Lands. Port has entered into an amendment to the Master Lease pursuant to which the Developer granted the City access to Port Property and Open Space Lands that Developer controls pursuant to the Master Lease, for purposes of construction, maintenance, inspection, and if necessary public use before dedication and acceptance, in the event of Developer default.

5. Jurisdiction/Permitting Authority

5.1. Applicable Law. The Parties affirm that the Charter, the Port Code, the Port Building Code, the Port Harbor and Traffic Code, the Municipal Code of the City, including without limitation the Public Works Code, Planning Code, Transportation Code, Fire Code, and City Subdivision Code, and laws, regulations, and requirements of federal, state, Port and other City agencies, now in force or which may hereafter be in force, including laws relating to Hazardous Materials (defined in **Section 11.5** (Definitions) below) (collectively, "Laws"), apply throughout the Project Area. However, Port agrees that pursuant to this MOU, Port regulations and requirements and the Port Building Code do not apply to City-Accepted Port Streets. Port staff and City staff agree to cooperate in good faith to ensure all City requirements are implemented in a manner consistent with the Transaction Documents, to the extent applicable.

5.2. Delegation of Regulatory Control and Authority. Consistent with the ICA and Laws, and subject to reservations in **Sections 5.3** through **5.6**, Port hereby delegates (1) to the Non-Port Departments all of the regulatory control and authority, except for substantive regulation of parking and standing of motor vehicles as addressed in the Port Harbor Traffic Code (as it may be amended), and as otherwise referenced in this MOU, that it may hold concurrently with the City over City-Accepted Port Streets and improvements on City-Accepted Port Streets, and, (2) to the SFPUC, any and all of the regulatory control and authority for Improvements that are owned by the SFPUC in City-Accepted Port Streets, Paseos, and Open Space Lands, as applicable, for public use pursuant to **Sections 1** and **2** above; provided that Port does not delegate its rights and obligations as Trustee of the Public Trust or rights and obligations under the Transaction Documents; and provided further that such delegation shall take effect only upon the placement of such City-Accepted Port Streets or Paseos in the

applicable Non-Port Department's jurisdiction or the placement of such Improvements in the SFPUC's jurisdiction, and such delegation shall expire as to any Non-Port Department upon termination in accordance with **Sections 12 or 17** below.

5.3. Planning Code. This delegation does not alter Port's jurisdiction to administer portions of the Planning Code as provided in Planning Code Section 249.80.

5.4. Consistency Review. Port retains its responsibility for consistency review of initial construction of Improvements under Section 4 of the ICA.

5.5. Waivers. A Non-Port Department shall not grant any waiver of applicable Law in any manner inconsistent with such waivers granted outside of Port jurisdiction without the Port Director's prior written consent.

5.6. Public Trust Authority. Port retains all authority required to exercise its responsibilities as Trustee of the Trusts, as granted to it in the Burton Act and the Burton Act Transfer Agreement. As Trustee, Port's obligations and duties are

- (a) loyalty, care and full disclosure;
- (b) to keep clear and adequate records and accounts,
- (c) full disclosure;
- (d) to administer the trust solely in the interest of the beneficiaries;
- (e) to act impartially in managing trust property;
- (f) to not use or deal with trust property for its own profit or for any other purpose unconnected with the trust, and to not take part in a transaction in which the trustee has an interest adverse to the beneficiaries;
- (g) to take reasonable steps under the circumstances to take and keep control of and to preserve the trust property;
- (h) to make the trust property productive under the circumstances and in furtherance of the purposes of the trust;
- (i) to keep the trust property separate from other property not subject to the trust and to see that the trust property is designated as property of the trust;
- (j) to take reasonable steps to enforce claims that are part of the trust property;
- (k) to take reasonable steps to defend actions that may result in a loss to the trust; and
- (l) to not delegate to others the performance of acts that the trustee can reasonably be required to perform and to not transfer the administration of the trust to a co-trustee. If a trustee has properly delegated a matter to an agent, the trustee has a duty to exercise direct supervision over the performance of the delegated matter.

5.7. Encroachment Permits. Public Works shall provide the Port with notice of any permits issued for minor encroachments on City-Accepted Port Streets.

6. SFPUC-Owned Utilities in Open Space Lands and Paseos; Emergency Repair.

6.1. Utility License Area for SFPUC-Owned Improvements. This MOU serves as notice of Port's restrictions on use of the Utility License Area (defined below), which restrictions are described in **Section 6.2** below. The Utility License Area and relevant restrictions shall be depicted on **Exhibit D** to this MOU. Upon completion of each phase of the development project, and after acceptance of the Improvements in such phase, the Parties shall amend this MOU and

update or replace ***Exhibit D*** with legal descriptions setting forth only those portions of Open Space Lands within which SFPUC-Owned Improvements are located, solely for SFPUC-owned Improvements in Open Space Lands, including a cumulative six-foot (6') no-build buffer measured three feet in each direction from the center or centerline of each SFPUC-owned Improvement (the “**Utility License Area**”).

6.2. Restrictions on Use of Utility License Area. The following restrictions on the use of the Utility License Area shall remain in place until expiration or earlier termination of this MOU:

(a) Port may not plant or permit any trees or other vegetation in or on the Utility License Area, except in accordance with detailed plans consistent with the SFPUC’s “Vegetation Management Policy” as may be amended from time to time.

(b) To prevent damage to the utility facilities, Port may not use or permit vehicles and equipment within the Utility License Area that exceed AASHTO H-20 traffic loading unless the ground surface above the Utility License Area has been designed to support higher traffic loads, such as the weight of emergency vehicles and/or for standard roadway vehicular loads.

(c) No earthwork may occur in the Utility License Area without submitting a written work plan to the SFPUC or other appropriate City agency pursuant to ***Section 19*** (Notice).

6.3. Work by SFPUC within Utility License Area. SFPUC will coordinate its work within the Utility License Area with Port in the same manner SFPUC coordinates its work with Public Works in other City streets, including any notice requirements and requirements to provide information on installed facilities (e.g., as-builts). SFPUC and its contractors shall not be required to obtain a Port permit. Port will coordinate with any other users of Paseos and the Utility License Area.

6.4. Emergency Repair Work within Utility License Area. SFPUC may make any repairs or changes to their Improvements in the Utility License Areas under emergency conditions that are determined to be necessary by SFPUC. The SFPUC will make reasonable efforts to provide subsequent written notification to the Chief Harbor Engineer or the Chief Harbor Engineer’s designee within 48 hours of the event commencement. Public Works shall have no obligation to make any repairs under emergency conditions in the Utility License Area.

7. SFMTA-Owned Utilities in Open Space Lands and Paseos; Emergency Repair.

7.1. Utility License Area for SFMTA-Owned Improvements. Port acknowledges the presence of SFMTA-owned Improvements that will be located on Open Space Lands and Paseos as described on ***Exhibit E***, attached hereto (the “**SFMTA Improvements**”). Upon completion of each phase of the development project, and after acceptance of the Improvements in such phase, the Parties shall amend or substitute ***Exhibit E*** to this MOU to identify the locations of all SFMTA Improvements located in Open Space Lands and Paseos.

7.2. Work by SFMTA on SFMTA Improvements. SFMTA, or its agents, will coordinate its work on the SFMTA Improvements with Port in the same manner SFMTA coordinates its work with Public Works in other City streets, including any notice requirements and requirements to provide information on installed facilities (e.g., as-builts). SFMTA and its contractors shall not be required to obtain a Port permit. Port will coordinate with any other users of Open Space Lands and Paseos.

7.3. Emergency Repair Work on SFMTA Improvements. SFMTA may make any repairs or changes to SFMTA Improvements under emergency conditions that are determined to be necessary by SFMTA. The SFMTA will make reasonable efforts to provide subsequent written notification to the Chief Harbor Engineer or the Chief Harbor Engineer’s designee within

48 hours of the event commencement. Public Works shall have no obligation to make any repairs under emergency conditions to the SFMTA Improvements or surrounding areas.

8. Public Works-Owned Infrastructure in Open Space Lands and Paseos; Emergency Repair.

8.1. License Area for Public Works -Owned Improvements. Port acknowledges the presence of Public Works-owned Improvements that will be located on Open Space Lands as described on ***Exhibit G***, attached hereto (the “**Public Works Improvements**”). Upon completion of each phase of the development project, and after acceptance of the Improvements in such phase, the Parties shall amend or substitute ***Exhibit-G*** to this MOU to identify the locations of all Public Works Improvements located in Open Space Lands.

8.2. Work by Public Works on Public Works Improvements. Public Works, or its agents, will coordinate its work on the Public Works Improvements with Port in the same manner Public Works coordinates its work with non-Port Departments in City streets, including any notice requirements and requirements to provide information on installed facilities (e.g., as-built). Public Works and its contractors shall not be required to obtain a Port permit. Port will coordinate with any other users of Open Space Lands and Paseos.

9. Emergency Vehicle Access Area

9.1. Emergency Vehicle Access Area. This MOU identifies those parcels of Paseos and Open Space Lands within which emergency vehicle access will be located, which Paseos and Open Space Lands are described on ***Exhibit D***. This MOU serves as notice that the Emergency Vehicle Access Areas (defined below) may be used by licensed emergency vehicles and are to be available for emergency vehicle access at all times. Upon completion of each phase of the development project, and after acceptance of the Paseos and Open Space Lands in such phase, the Parties shall amend this MOU and update or replace ***Exhibit D*** with legal descriptions setting forth only those portions of Paseos and Open Space Lands within which emergency vehicle access is located (each, an “**Emergency Vehicle Access Area**” and collectively, the “**Emergency Vehicle Access Areas**”). Port is responsible for keeping the Emergency Vehicle Access Areas in a level, readily accessible, and unobstructed condition for emergency access. This obligation may be assigned to Port’s tenants or licensees.

9.2. Restrictions on Use of Emergency Vehicle Access Area. The following restrictions on the use of the Emergency Vehicle Access Areas shall remain in place until otherwise terminated in accordance with this MOU:

(a) Port may use the Emergency Vehicle Access Area in any way that does not interfere with emergency vehicle access. No new permanent structure or other permanent improvement shall be constructed or maintained on the Emergency Vehicle Access Areas, except as approved by the San Francisco Fire Marshal or the San Francisco Fire Marshal’s designee if such approval is required under the provisions of applicable Laws.

10. Soil Management Plan. The Parties acknowledge the following:

10.1. Mission Rock Soil Management and Dust Control Plan. There is a Soil Management Plan (“**Mission Rock SMP**”) and a Dust Control Plan (“**Mission Rock DCP**”) for the Project Area because of existing Hazardous Materials contamination in soils. The Soil Management Plan dated October 18, 2019 and prepared by Ramboll US Corporation and the Dust Control Plan dated November 1, 2019 and prepared by Ramboll US Corporation for the Project Area was approved by Port, Department of Public Health and Department of Toxic Substances Control. The Mission Rock SMP establishes measures that must be followed by anyone performing management, maintenance, and construction within the Project Area to mitigate potential health risks related to contaminated soil in the Project Area. The requirements generally serve to minimize site users’ exposure to soil.

10.2. Compliance with SMP and DCP. All activities taking place in any portion of the Project Area that is subject to the Mission Rock SMP and the Mission Rock DCP must be conducted in compliance with the Mission Rock SMP and the Mission Rock DCP, as each may be amended or supplemented from time to time.

11. Hazardous Materials.

11.1. Handling. Each Party shall Handle all Hazardous Materials introduced or disturbed in Open Space Lands or Paseos during the Term of this MOU in compliance with all Environmental Laws. Non-Port Departments shall not be responsible for the safe Handling of Hazardous Materials Released on the Project Area solely by Developer or Port or their agents, except to the extent a Non-Port Department disturbs or exacerbates such Hazardous Materials.

11.2. Removal of Hazardous Materials. Prior to termination of this MOU, each responsible Party shall remove any and all Hazardous Materials introduced or released in, on, under or about Open Space Lands or Paseos by said Party or its agents during the term of this MOU and shall Remediate or dispose of any Hazardous Materials produced as a result of their activities within the Project Area, to the extent consistent with their standard practices and required by applicable Laws. All costs of storage, shipping and disposal of extracted soils and groundwater shall be the responsibility of the responsible Party including, without limitation, the costs of preparation and execution of shipping papers, including but not limited to hazardous waste manifests.

11.3. Notification. In order to satisfy Port's reporting obligations under the Mission Rock SMP:

(a) Each Non-Port Department shall notify Port upon the issuance of a permit issued by the SF Department of Public Health and the receipt of a hazardous waste generator identification number issued by the U.S. Environmental Protection Agency or the California Environmental Protection Agency to itself or its agents.

(b) Each Non-Port Department shall immediately notify Port in writing of any release or discharge of any Hazardous Materials, if the release is in quantities that would be required under Environmental Laws to be reported to a governmental or regulatory agency.

(c) Each Non-Port Department shall immediately notify Port in writing of, and shall contemporaneously provide Port with a copy of:

(i) Any written notice of release of Hazardous Materials in or on the Project Area that is provided by a Party or its agents to a governmental or regulatory other than Port;

(ii) Any notice of a violation, or a potential or alleged violation, of any Environmental Law that is received by a Non-Port Department or its agents from any governmental or regulatory agency including any City agency other than Port; and

(iii) Any inquiry, investigation, enforcement, cleanup, removal, or other action that is instituted or threatened by a governmental or regulatory agency, including any City agency other than Port, against a Non-Port Department or its agents and that relates to the release or discharge of Hazardous Material on or from the Project Area.

11.4. SWPPP. Each Party shall comply with the applicable provisions of the Statewide General Permit for Discharge of Industrial Storm Water issued by the State Water Resources Control Board, including filing a Notice of Intent to be covered, developing and implementing a site-specific Storm Water Pollution Prevention Plan ("SWPPP"), and conducting storm water monitoring and reporting.

11.5. Definitions. For purposes of this MOU:

“Hazardous Material” means any substance, waste or material which now or in the future is determined by any state, federal, or local governmental authority to be capable of posing a present or potential risk of injury to health, safety, the environment or property, including, but not limited to, all of those materials, wastes and substances designated as hazardous, toxic, pollutant or contaminant by the United States Environmental Protection Agency, the City and County of San Francisco, the United States Department of Labor, the United States Department of Transportation, any department or agency of the California Environmental Protection Agency or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment.

“Environmental Laws” means any present or future federal, state or local laws, ordinances, regulations or policies relating to Hazardous Material (including, without limitation, their use, handling, transportation, production, disposal, discharge or storage) or to health and safety, industrial hygiene or environmental conditions in, on, under or about the Project Area, including, without limitation, soil, air, bay water and groundwater conditions.

“Handle” means to use, generate, move, handle, manufacture, process, produce, package, treat, transport, store, emit, discharge or dispose of any Hazardous Material. **“Handling”** has a correlative meaning.

“Release” means any accidental, actual, imminent, or intentional spilling, introduction, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the air, soil, gas, land, surface water, groundwater or environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Material). Claims. The Parties hereto agree as a matter of principle that any third-party claim shall be handled by the Party that under this MOU has the responsibility for the operation or maintenance of that portion of the property which gave rise to the claim

12. Default. Failure of any Party to perform any provision of this MOU, if not cured within ninety (90) calendar days after a written notice has been given by the non-defaulting affected Party (the “**Affected Party**”), shall constitute a default by the Party which failed to perform (the “**Defaulting Party**”). If the default cannot be reasonably cured within ninety (90) calendar days, the Defaulting Party shall not be in default of this MOU if it commences to cure the failure within such 90-day period and diligently and in good faith continues to cure the failure. If the Defaulting Party fails to cure a default, the Affected Party shall avail itself of the dispute resolution procedures in **Section 13** (Dispute Resolution) below, but if that process is not successful, the Affected Party may terminate this MOU as to the Defaulting Party; provided, however, that this MOU will remain in full force and effect until the Parties have entered into a new memorandum of understanding to replace this MOU.

13. Dispute Resolution. In the case of a dispute between the Parties, the appropriate staff person from Port and the applicable Non-Port Department, starting from level 1 below, shall in good faith meet with each other to resolve the contested issues. If staff from level 1 are unable to resolve the dispute, the matter shall be forwarded to levels 2, 3, and 4 as applicable (or their designated staff) to meet in good faith with each other to resolve the contested issues.

Escalation Ladder:

Level	1	2	3	4
SF Port Contact	Senior Property Manager, Southern Waterfront (415) 274-0400	Assistant Deputy Director, Real Estate (415) 274-0400	Deputy Director, Real Estate and Development (415) 274-0400	Executive Director (415) 274-0400

SFPUC Contact	Assistant Real Estate Director (415) 487-5210	Real Estate Director (415) 487-5210	Deputy General Manager (415) 554-3155	General Manager (415) 554-3155
SF Public Works Contact	BSM Bureau Manager (628) 271-2033	BSM Bureau Head (628) 271-2662	City Engineer (628) 271-2772	Director (628) 271-3078
SFMTA Contact	Budget Lead (415) 701-4671	Manager, Budget and Analysis (415) 646-2517	Chief Financial Officer (415) 579-9704	Director of Transportation (415) 646-2522
SFFD Contact	Port Fire Marshal (415) 274-0565	Port Fire Marshal (415) 274-0565	Asst. Fire Marshal (415) 558-3300	Asst. Deputy Chief S.F. Fire Marshal (415) 558-3300

14. Effective Date. This MOU shall be effective as of the date of the signature of the last party to execute it (the “**Effective Date**”).

15. Mineral Reservation. The State of California (“**State**”), pursuant to Section 2 of Chapter 1333 of the Statutes of 1968, as amended, has reserved all subsurface mineral deposits, including oil and gas deposits, on or underlying the Trust Lands and the Parties acknowledges such reserved rights including necessary ingress and egress rights. In no event shall Port be liable to for any claims arising from the State’s exercise of its rights.

16. Amendment. This MOU may be amended or otherwise modified only in writing signed and acknowledged by all Parties, provided that changes to the Maintenance Matrix, as discussed in **Section 3.1** above, may be amended or modified by written agreement between the affected Parties.

17. Term. The Term shall begin upon the Effective Date, and shall end, for any Non-Port Department or Port, upon delivery of not less than 30 days written notice of termination to all Parties. Before sending a notice of termination, a Party will first send written notice of any provisions that it seeks to alter, and agrees to meet and confer with the affected Parties as may be needed from the date such notice is delivered to the date of termination. No termination shall be effective until the Parties agree to and enter into a new memorandum of understanding, unless the City no longer owns the Improvements by and through the terminating Party in the Project Area.

18. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be entitled to be the original and all of which shall constitute one and the same agreement.

19. Notice. Any notice, consent, or approval given under this MOU shall be in writing and given by delivering the notice in person, by inter-office mail, commercial courier or by sending it by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is given. Except as otherwise permitted pursuant to this MOU, the Parties will provide at least five (5) business days’ prior written notice of each and all of the planned construction activities of any Party on the Paseos to the other Parties at the address(es) specified in this Section. Such notice will include plans and specifications for the relevant construction activities.

Port:	Executive Director Re: Mission Rock SUD Project Port of San Francisco Pier 1 The Embarcadero San Francisco, CA 94111
with copy to:	General Counsel Re: Mission Rock SUD Project City Attorney, City and County of San Francisco Port of San Francisco Pier 1 The Embarcadero San Francisco, CA 94111
The Non-Port Departments:	Director Re: Mission Rock SUD Project Department of Public Works City and County of San Francisco 49 South Van Ness Avenue, Suite 1600 San Francisco, California 94103
	General Manager Re: Mission Rock SUD Project San Francisco Public Utilities Commission 525 Golden Gate Avenue San Francisco, CA 94102
	Director of Transportation Re: Mission Rock SUD Project San Francisco Municipal Transportation Agency One South Van Ness Avenue, 7th Floor San Francisco, CA 94103
	Port Fire Marshal Port of San Francisco Re: Mission Rock SUD Project Pier 1 The Embarcadero San Francisco, CA 94111
and copies to:	Attention: PW General Counsel Attention: SFMTA General Counsel Attention: SFPUC General Counsel City Attorney, City and County of San Francisco

	Room 234, City Hall 1 Dr. Carlton B. Goodlett Place San Francisco, California 94102-4682
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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 MOU 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.

20. Exclusive Benefit of Parties. The provisions of this MOU are for the exclusive benefit of the Parties, and not for the benefit of, nor give rise to any claim or cause of action by, any other person, and this MOU shall not be deemed to have conferred any rights upon any person except the Parties.

21. Severability. If any provision of this MOU shall to any extent be invalid or unenforceable, the remainder of this MOU (or the application of such provisions to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this MOU, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

22. Entire Agreement. This MOU, together with any attachments hereto or inclusions by reference, constitutes the entire agreement between the parties on the subject matter hereof, and this MOU supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the subject matter of this MOU.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, this MOU has been executed by the parties as of the date first set forth above.

The Non-Port Departments:

CITY AND COUNTY OF SAN FRANCISCO,
a charter City and County

By: _____

Carla Short
Director of Public Works

By: _____

Dennis J. Herrera
SFPUC General Manager

By: _____

Jeffrey Tumlin
Director of Transportation

By: _____

Jeanine Nicholson
Chief of Fire Department

Port:

PORT OF SAN FRANCISCO

By: _____

Elaine Forbes
Executive Director

Mission Rock JMOU Exhibits

Exhibit A Maintenance Matrix

LEGEND

Yellow: Private/Port Ownership-Private Port Maintenance
Blue: City-Ownership-Private/Port Maintenance
Green: City Ownership and Maintenance
Orange: LCC Incremental Cost
Pink: Private Entity Ownership and Maintenance

Mayor ED 17-02 Priority Permit

Mission Rock Acceptance and Maintenance Matrix

Last Updated 2/5/25

Notes:

- The Mission Rock Acceptance and Maintenance Matrix is intended to cover all project phases and shall be revised prior to acceptance of each subsequent phase. The current version of the Acceptance and Maintenance Matrix covers work completed through Phase 1.
- The tentative map (included below for reference) included two placeholder street names. During Phase 1, the Project sponsor worked with the Public Works Bureau of Street Use and Mapping to establish new permanent names for these rights-of-way. The ROW labeled "Shared Public Way" on the Mission Rock Tentative Map was renamed "Dr. Maya Angelou Lane". The right-of-way labeled "Exposition Street" was renamed "Toni Stone Crossing". The revised street names are used in the table below.
- The "Permitting Authority" column conveys the agency responsible for permitting assets during phase construction. The column does not signify agency with post-acceptance jurisdictional oversight. For example, Public Works was listed as Permitting Authority for streetscape signage approved under the SIP, but future signage modifications implemented by SFMTA do not need Public Works' approval.

Document Key

- JMOU = Memorandum of Understanding Regarding Jurisdiction, Acceptance, and Maintenance of Public Improvements at The Mission Rock Special Use District
- IMEP = Interagency Master Encroachment Permit issued by Public Works to the Port. The Port intends to assign its maintenance obligations under the IMEP to the Mission Rock HOA. (Permit Number 25ME-00002)
- GMEP = Master Encroachment Permit issued by Public Works to Mission Rock Utilities (Permit Number 21ME-00004)
- PIA = Mission Rock Phase 1 Public Improvement Agreement, (Effective Date: June 20, 2020)

Row	Specific Improvement	General Description	Permitting Authority	Improvement Ownership Party	Party Having Liability	Party Responsible for Maintenance	Instrument Memorializing Maintenance Rights & Duties	Responsible Party for Providing Funding Source for Maintenance	Additional Notes	Permit
1.	<i>Real Property underlying Right-of-Way</i>	<i>Real property underneath public streets, as depicted. Improvements to be handled per entries below.</i>	N/A	N/A	Per improvement entries below	Per improvement entries below	Per improvement entries below	Per improvement entries below	<ul style="list-style-type: none"> Fee title to land to remain under Port ownership as Trustee of Public Trust Lands. 	Base SIP Permit (Phase 1)
	<i>Lightweight Cellular Concrete (LCC) in Public Right-of-Way (see attached Tentative Map page which shows "Public Right of Ways" and Street Segments Anticipated to be Accepted by SF Public Works)</i>									
2.	<i>Lightweight Cellular Concrete (LCC) Fill (in Public Right-of-Way)</i>	<i>Lightweight cellular concrete used to raise grades and mitigate consolidation settlement, including geotechnical fabric between the LCC and aggregate base above.</i>	Public Works	Public Works	Public Works	Public Works Future Excavators (City Agency or 3 rd Party) responsible for restoring LCC per requirements of PW Order XXXXXX	JMOU COAs on Tentative Map	Public Works. Port to pay for incremental costs to City Agencies for increased cost to trench and repair roadway due to LCC. Refer to JMOU	<ul style="list-style-type: none"> Subject to conditions per the Tentative Map and Orders 202368, 203189, 203636, 203637, 203638, 205087, 207782. PW responsible for replacement of LCC as needed in connection with roadway repair/reconstruction work. Subject to additional conditions per the Tentative Map and Orders 202368, 203189, 203636, 203637, 203638, 205087, 207782. Public Works will only maintain and have liability of LCC in public rights-of-way from curb to curb. Fronting property owner is responsible for repairing of sidewalks which include repairs to underlying LCC if necessary. Developer to conduct monitoring and provide warranties described in Tentative Map Conditions of Approval and PW Orders listed above. Monitoring equipment permitted under Major Encroachment Permit Number 25ME-00003. Refer to JMOU for LCC Incremental Cost procedures. 	Phase 1 Base SIP Permit IB8 (Phase 1 SIP Permit) (see trench sections)

*Port may pass maintenance responsibility to appropriate party via Maintenance Agreement

Mayor ED 17-02 Priority Permit

LEGEND

Yellow: Private/Port Ownership-Private Port Maintenance
Blue: City-Ownership-Private/Port Maintenance
Green: City Ownership and Maintenance
Orange: LCC Incremental Cost
Pink: Private Entity Ownership and Maintenance

Row	Specific Improvement	General Description	Permitting Authority	Improvement Ownership Party	Party Having Liability	Party Responsible for Maintenance	Instrument Memorializing Maintenance Rights & Duties	Responsible Party for Providing Funding Source for Maintenance	Additional Notes	Permit
									Backfilling Notes: • Lightweight cellular concrete to be used as backfill in utility trenches, except where other materials are used in project plans/specifications. Typical bedding and pipe zone backfill for SFPUC utilities. • Developer to perform LCC backfill on behalf of City and Port during initial 2-year LCC warranty period per PIA amendment. • Future Excavators (City Agency or 3rd Party) responsible for restoring LCC per requirements of PW Order XXXXX • Port to manage City contract w/ LCC contractor (either using PW JOC process, sole source contract or other contracting method). Port will make LCC contract available to City agencies as needed.	
3.	Temporary LCC Edge Protection and Barrier Wall for Fall Protection	Concrete walls or sloped edge protection constructed with LCC and soil fill to cover exposed face of LCC and barrier wall to provide fall protection from elevated streets to existing grade at future building and open space parcels.	Public Works (berms shown in SIP drawings) Port (ramp and staircase allowing access across berm to Lot A) near southern terminus of DMA	Port	Port	Port	Port/Master Developer Other Open Space License/Agreement	Port*	• LCC edge protection to be Port-owned improvement on Port property. • Wall for fall protection may be installed above edge protection. • MEP may be required for temporary tiebacks in ROW.	Base SIP Permit (Phase 1) Separate Port Permit (Permit number: B-2023-0253) for Ramp and Staircase providing access to Lot A
4.	LCC Perforated Drains for Utility Vaults and Structural Soils in Tree Wells	Perforated drainage system in public right-of-way to drain structural soils and utility vaults where storm water cannot drain through LCC.	Public Works	Port*	Port	Port*	JMOU and IMEP	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD	• In public right-of-way for draining structural soils in tree wells.	Base Phase 1 SIP Permit IB4 to Phase 1 SIP Permit
	Components of Public Rights-of-Way									
5.	Standard Roadway (pavement, curb and gutter)	City standard roadway including base paving, asphalt concrete wearing surface, curb and gutter (including mountable and street-facing curb and gutter on cycle track separators on Bridgeview Way)	Public Works	Public Works	Public Works, subject to Public Works Code Section 706, and MOU between Public Works and SFMTA	Public Works	JMOU	Public Works	• Utility owner owns trench materials and its maintenance. • SFMTA will maintain striping. • Street sweeping performed by Public Works. • Public Works to provide life cycle pavement rehabilitation and other maintenance.	Base SIP Permit (Phase 1)

*Port may pass maintenance responsibility to appropriate party via Maintenance Agreement

LEGEND

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Mayor ED 17-02 Priority Permit

Row	Specific Improvement	General Description	Permitting Authority	Improvement Ownership Party	Party Having Liability	Party Responsible for Maintenance	Instrument Memorializing Maintenance Rights & Duties	Responsible Party for Providing Funding Source for Maintenance	Additional Notes	Permit
6.	Standard Sidewalk Corner including curb ramps	Corner curb returns, curb ramps including the wings, sidewalk area at corners between extensions of the adjacent property lines, sidewalk bulb-outs at corners within extensions of property lines.	Public Works	Public Works	Public Works	Public Works	JMOU	Public Works		Base SIP Permit (Phase 1)
7.	Non-Standard Roadway Treatments	Non-standard treatments, including but not limited to non-standard detectable warning pavement; flush curbs; and valley gutters; raised crosswalks; or other non-standard materials in the ROW.	Public Works	Port	Port	Port*	JMOU and IMEP	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD	<ul style="list-style-type: none"> If non-standard features, City will not accept for maintenance and liability purposes. In Phase 1, this applies to Dr. Maya Angelou Way Future Phases may include Terry Francois Boulevard and possibly other streets as well. CFD and/or Port to pay capital and maintenance costs above those for standard City streets. Public Works to issue IMEP to Port as permittee In areas with non-standard surface paving, City may restore non-standard surface paving with standard surface paving, Port will then replace standard paving with non-standard paving after City project is completed per Port's IMEP obligations. Street sweeping will be the responsibility and financial obligation of the Port*. Street sweeping on curbless streets (e.g. DMA) to be performed by the Port* The street sweeping program must meet requirements of the MS4 permit and be approved by the SFPUC prior to acceptance of the street. 	IB7 (Phase 1 SIP Permit)
8.	Non-Standard Roadway Paving	Decorative paving in the roadway including monolithic concrete paving, unit pavers, or other paving not included in the Public Works Standard Paving Palette	Port	Port*	Port	Port*	JMOU and IMEP	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD	<ul style="list-style-type: none"> Non-standard Phase 1 paving includes banded concrete paving in Dr. Maya Angelou Way, Special paving surrounding the Toni Stone statue, and unit pavers in Bridgeview way furnishing zone. 	Base SIP Permit (Phase 1) IB7
9.	Non-Standard curb and railing related to PG&E Manhole sited in the 3rd Street Curb Line fronting China Basin Park	Non-standard assets include a segment that narrows the sidewalk as it wraps around the manhole and a railing preventing pedestrians from tripping due to the non-standard curb geometry	Public Works	Port	Port	Port	JMOU and IMEP	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD	<ul style="list-style-type: none"> Port and MRP to reevaluate this condition in Phase 2 to see if manhole can be relocated allowing the curb to be straightened and the railing to be removed 	
10.	Sidewalks and Driveways	City standard concrete sidewalk throughway and driveways	Public Works	Public Works	Port	Port*	JMOU BOS Ordinance Publicly Dedicating Sidewalk	MASTER ASSOCIATION (CC&Rs) or Maintenance CFD	<ul style="list-style-type: none"> NSRs on each Phase 1 Parcel, and language in the IMEP require fronting property owners to maintain their fronting sidewalks (effectively applying PW code 706). 	Base SIP Permit (Phase 1)
11.	Non-Standard Sidewalk Corners at Dr. Maya Angelou Way and Toni Stone Crossing	Non-standard corner curb returns, sidewalk area at corners between extensions of the adjacent property lines, sidewalk bulb-outs at corners within extensions of property lines. Includes	Public Works	Public Works	Port	Port*	JMOU and IMEP	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD		Base SIP Permit (Phase 1)

*Port may pass maintenance responsibility to appropriate party via Maintenance Agreement

LEGEND

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Blue: City-Ownership-Private/Port Maintenance
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Mayor ED 17-02 Priority Permit

Row	Specific Improvement	General Description	Permitting Authority	Improvement Ownership Party	Party Having Liability	Party Responsible for Maintenance	Instrument Memorializing Maintenance Rights & Duties	Responsible Party for Providing Funding Source for Maintenance	Additional Notes	Permit
		<i>entire curb and gutter section within extensions of property lines</i>								
12.	Curb Ramps within Non-Standard Sidewalk Corners at Dr. Maya Angelou Way and Toni Stone Crossing	<i>Curb ramps including wings within non-standard curb returns/sidewalk corners.</i>	Public Works	Public Works	Public Works	Public Works	JMOU	Public Works	• Curb Ramps to comply with City Curb Ramp Standards.	Base SIP Permit (Phase 1)
13.	Sidewalk Street Life Zone	<i>Sidewalk streetscape zone including pavers, landscape, irrigation, intermediate curbs and mid-block bulb-outs, decorative concrete paving not listed within the Public Works Standard Material Palette.</i>	Public Works	Port	Port	Port*	JMOU and IMEP for non-standard treatments/Sidewalk Landscape Permit under SF Public Works Code Section 810B for landscaping; Recorded NSR obliges maintenance by owners of vertical improvements and leases; Port contracting maintenance through Paseo Management Agreement.	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD	See Row 2 regarding ownership of LCC; non-standard (superficial) improvements owned by Port with maintenance performed Developer affiliate under Paseo Management Agreement, with maintenance responsibility assigned to owner of vertical improvements and leases via recorded NSR.	IB7 (Phase 1 SIP Permit)
14.	Sidewalk Street Life Zone - Seating	<i>This includes benches or other seating furniture within public rights-of-way</i>	Public Works	Port	Port	Port*	JMOU and IMEP	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD	• City will not accept benches	Base SIP Permit (Phase 1)
15.	Street Trees	<i>Street trees planted in the sidewalk furnishing zone on 3rd Street and streets internal to the project</i>	Public Works	Public Works	Public Works	Public Works	JMOU, City Policy	Public Works Operating Funds	• Trees to be maintained per City Standards. Standards can be obtained from Public Works-Bureau of Urban Forestry • Under Voluntary Agreement allowed under Charter 16.129(c), Port or Master Association may chose to maintain trees in the future.	Base SIP Permit IB 7
16.	Street Life Zone – Understory Plantings, and Tree Grates	<i>Understory plantings and tree appurtenances such as tree grates within the sidewalk landscape zone, fronting private property.</i>	Public Works	Port	Port	Port*	JMOU and Voluntary Agreement between Developer and Public Works under Charter 16.129(c)	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD	• Port's maintenance obligations include tree grates on Mission Rock's 3 rd Street frontage and streets internal to the Phase 1 SIP area.	Base SIP Permit (Phase 1) Some small modifications in IB7 (Phase 1 SIP Permit)

*Port may pass maintenance responsibility to appropriate party via Maintenance Agreement

LEGEND

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Mayor ED 17-02 Priority Permit

Row	Specific Improvement	General Description	Permitting Authority	Improvement Ownership Party	Party Having Liability	Party Responsible for Maintenance	Instrument Memorializing Maintenance Rights & Duties	Responsible Party for Providing Funding Source for Maintenance	Additional Notes	Permit
17.	Standard Bike Lanes, Cycle Tracks	<i>Class II or Class III bike facilities in the roadway, including but not limited to pavement and striping.</i> <i>Class I or Class IV Cycle Track bike facilities in the public right-of-way, including but not limited to pavement, delineators, curbs and gutters facing cycle track, signing, striping, and median separators up to back of curb adjacent to vehicular roadway.</i>	Public Works	SFMTA	SFMTA	SFMTA	JMOU	SFMTA	<ul style="list-style-type: none"> Per standard MOU between SFPW and SFMTA, SFMTA will maintain striping, soft hit posts. Public Works will restore/maintain the underlying roadway paving of streets paved with standard paving that have bike facilities 2" raised cycle track on Bridgeview Way in accordance with MOU between SFMTA and SFPW. Port will restore/maintain the underlying roadway paving of streets paved with non-standard paving that have bike facilities. Per existing MOU between Public Works and SFMTA, Public Works will maintain the mountable curb separating the raised cycle track from the adjacent roadway on Bridgeview Street. 	Base SIP Permit (Phase 1) PHASE 1 SIP PERMIT IB2
18.	City Standard Trash/Recycling Receptacles	Trash and/or Recycling Receptacles per City Standards	Public Works	Public Works	Public Works	Public Works	JMOU	Public Works	<ul style="list-style-type: none"> City through its contract with Recology responsible for collecting trash and recycling from trash receptacles in the public right-of-way. 	Base SIP Permit (Phase 1)
19.	Custom Trash/Recycling Receptacles	Any trash or recycling receptacles which does not meet City standards	Public Works	Port	Port	Port*	JMOU and IMEP	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD	<ul style="list-style-type: none"> City will not accept custom receptacles; other entity will need to maintain and be responsible for collecting trash and recycling from receptacles in the public right-of-way. City through its contract with Recology responsible for collecting trash and recycling from trash receptacles in the public right-of-way. 	Base SIP Permit (Phase 1)
20.	Streetlight Protection Elements	Stone Blocks installed on Dr. Maya Angelou Way used to protect streetlights from collisions from adjacent vehicular traffic various	Public Works	Port	Port	Port*	JMOU and IMEP	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD	<ul style="list-style-type: none"> Port will be responsible for repair and replacement of stone blocks due to damage or life cycle degradation and restoring stone blocks if removed for utility excavations by City Departments. 3rd Party Excavators required to replace removed or damaged bollards in kind. 	IB7 (Phase 1 SIP Permit)
21.	City Standard Bike Racks	SFMTA standard bike racks	Public Works approval with signoff from SFMTA	SFMTA	SFMTA	SFMTA	JMOU	SFMTA	<ul style="list-style-type: none"> SFMTA will be responsible for replacing bike racks in the event of knockdown/damage. Public Works will restore/maintain the underlying sidewalk or roadway paving of streets paved with standard paving that have bike racks if required. Port will restore/maintain the underlying roadway paving of sidewalk or roadway paved with non-standard paving that have bike racks. 	Base SIP Permit (Phase 1)
22.	Non-Standard Bike Rack (N/A Phase 1)	SFMTA approved non-standard bike rack	Public Works approval with signoff from SFMTA	Port	Port	Port*	JMOU and IMEP	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD	<ul style="list-style-type: none"> Unless owned by SFMTA, these facilities will be owned and maintained by Port. Subject to Port approval Phase 1 does not have non-standard bike racks 	NA (Phase 1)
23.	Non-Standard Roadway Signage	Any additional signage for wayfinding, interpretive, art, etc. that are not traffic control devices; traffic control signs not meeting SFMTA design standards; and	Public Works	Port	Port	Port*	JMOU and IMEP	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD	<ul style="list-style-type: none"> Non-standard signage design subject to Port approval Note: The Port or its agent will need to seek SFPUC approval through the SFPUC Pole Use Program for any wayfinding signage attached to SFPUC-owned poles. 	PHASE 1 SIP PERMIT IB11

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LEGEND

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Mayor ED 17-02 Priority Permit

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		<i>any additional signage for interpretive, wayfinding, placemaking, or art</i>							Contact SEEngineering@sfgov.org (will soon change to ...sfpuc.org)	
24.	Standard Streetlights in Public Right-of-Way	SFPUC standard streetlights, roadway lighting and pedestrian lighting, including poles, luminaires, pull-boxes, and conduit	Public Works with signoff from SFPUC	SFPUC	SFPUC	SFPUC	JMOU	SFPUC	<ul style="list-style-type: none"> Includes roadway lighting and pedestrian lighting that are added to the SFPUC's catalog. This includes Caltrans mast arm Poles and City-standard streetlight poles on 3rd Street Phase 1 has Port-owned streetlights in Channel Street. 	PHASE 1 SIP PERMIT IB2 IB13
25.	Standard Roadway Signage and Striping	Traffic Routing signage and striping per State and Federal Guidelines, including but not limited to stop signs, speed limit signs, travel lane striping and crosswalk striping	Public Works approval with signoff from SFMTA	SFMTA	SFMTA	SFMTA	JMOU	SFMTA	<ul style="list-style-type: none"> SFMTA is not required to pull permits or obtain approval from SFPW to install, maintain roadway striping or signage. Port and MTA to coordinate on curb painting in City-accepted Port streets per MOU between Port and SFMTA 	PHASE 1 SIP PERMIT IB2 (some minor tweaks in PHASE 1 SIP PERMIT PHASE 1 SIP PERMIT IB11)
26.	Stone Columns	Stone columns installed under the ROW used as ground improvements and soil stabilization	Port	Port	Port	Port	Port-Issued Phase 1 Ground Improvements Permits	Port	<ul style="list-style-type: none"> No ongoing maintenance anticipated for stone columns. Maintenance may be needed after a major seismic event. 	Base SIP Permit (Phase 1)
27.	Street Rooms and/or similar sculptural Public Art Installations in Public Right-of-Way	Permanent sculptural art, and/or urban design installations intended to activate public open spaces and foster human interaction. Artwork typically includes seating among other features.	Public Works	Port	Port*	Port*	JMOU & IMEP	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD	<ul style="list-style-type: none"> Phase 1 Includes three street rooms/sculptures on the DMA Shared Street: "Lounge" by 100 Architects, "Pop Rocks" by Terrain Work, and "Shared Table" by Oyler Wu. Phase 1 also includes a sculpture of Toni Stone on Toni Stone Crossing by artist Dana King. 	PHASE 1 SIP PERMIT PHASE 1 SIP PERMIT IB10
28.	Deepened curb	Non-City Standard reinforced curb sited adjacent to planting areas in the public ROW.	Public Works	Port	Port	Port	JMOU and IMEP	Public Works – standard curb repair costs Port – Incremental Costs (if available)	Per IMEP Port to accept ownership, liability and maintenance of deepened curbs.	IB7 (Phase 1 SIP Permit)

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29.	<i>Bollards in Dedicated ROW (N/A Phase 1)</i>	<i>Potentially Includes fixed, retractable, and removeable bollards.</i>	Public Works	Port*	Port*	Port*	Potential future SIP	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD	<ul style="list-style-type: none"> See <i>Improvements in Parks and Open Spaces</i> section below for further details on bollards. Port will be responsible for repair and replacement of bollards due to damage or life cycle degradation and restoring bollards if removed for utility excavations by City Departments. Excavators required to replace removed or damaged bollards in kind. Future IMEP or annexation may include fixed and removable bollards if Public Works accepts street ROW that bollards are installed within. For retractable bollards, Port or its assignee ownership obligations include associated bollard control systems such as SFFD bollard override pedestals and associated electrical conduits installed within the ROW. Phase 1 does not have any bollards in the dedicated ROW. The only bollard components installed within the ROW in Phase 1 include the two SFFD Override pedestals and associated conduits installed on Toni Stone Crossing ROW adjacent to the Bridgeview and Dr. Maya Angelou Paseos. 	NA
	<i>Utilities in Public Rights-of-Way</i>									
30.	<i>Non-City/Private Utility Systems</i>	<i>Including but not limited to Gas, District Energy (DE), Bay Condenser Water (BCW), Mission Rock Utility (MRU), MRU MRU non-potable water, Telecommunication, Telephone, vaults, conduits, cabinets and pull-boxes, communication, etc.</i>	Public Works	Utility Owner (MRU)	Utility Owner (MRU)	Utility Owner (MRU)	Franchise Agreement/Utility Conditions Permit or GMEP	Utility Owner	<ul style="list-style-type: none"> Will not be accepted by the City. These facilities will be owned by private utility providers. 	Base SIP Permit (Phase 1)
31.	<i>Sanitary Sewer System upstream of Manhole SSMH #100B (Asset ID MH324116) on 3rd Street up to private Blackwater Treatment Plant in BLDG B (Lot 2)</i>	<i>Permanent pipes, pipe fittings, manholes and laterals up to face of vertical curb</i> <i>Includes SFFM and upstream collection system to Building B blackwater treatment plant.</i>	Public Works with signoff from SFPUC and Port	Utility Owner (MRU)	Utility Owner (MRU)	Utility Owner (MRU)	JMOU and GMEP	Third Party private utility provider or Maintenance CFD	<ul style="list-style-type: none"> Sanitary sewer collection pipes and associated infrastructure within the Toni Stone Crossing, and Dr. Maya Angelou Paseo. Sanitary Sewer Force Main (SFFM) Building B blackwater treatment plant to PUC system in 3rd Street Laterals and cleanouts/air vents serving development parcels behind the face of curb are to be owned and maintained by said development parcel the lateral serves. 	Base SIP Permit (Phase 1) IB2
32.	<i>Traffic Signals</i>	<i>Traffic signal heads, poles, cabinets, service pedestal cabinet, conduits, APS, pedestrian countdown signals, ADA push button posts, related foundation and infrastructure, vehicle detection equipment including pavement sensors and cameras, CCTV cameras, transit pre-emption/priority equipment, SFMTA Fiber and all related appurtenances (excluding streetlights)</i>	Public Works with signoff from SFMTA	SFMTA	SFMTA	SFMTA	JMOU	SFMTA	<ul style="list-style-type: none"> Two existing signals were modified in Phase 1: <ul style="list-style-type: none"> Third Street-Channel Street, Third Street-Bay Trail Crossing (former Terry Francois Boulevard) For replacement in kind of existing signal poles with foundations imbedded within LCC, it has been recommended by the Phase 1 Geotechnical Engineer of Record and concurred by SFPW that up to 12 inches of either aggregate base or additional concrete may be backfilled around the replaced foundation, provided the overall volume of concrete is not more than an additional 12 inches on all sides of the design pole diameter.. This 	Base SIP Permit (Phase 1) IB 2 IB 13

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									shall not apply to new signal poles being installed within LCC. • A new signal was installed at Third Street and Toni Stone Crossing. The horizontal developer designed this signal and installed it as part of the approved Phase 1SIP . • Two new signals, identified in the EIR, to be located at 4th Street and Long Bridge and at 4th Street and Mission Rock will be designed and installed by the SFMTA via a fee payment by the Developer. These will be installed after Phase 1A. • Department of Technology (DT) services and maintains SFMTA fiber. • SFPUC will own/maintain/operate streetlight luminaire fixture regardless of pole owner • For SFPUC owned streetlight poles with traffic signals (no mast arm or OCS wires), SFMTA will maintain the signal infrastructure	
33.	Department of Technology (DT) Facility	Vaults, conduits and pull-boxes for DT fiber-optic network and Public Safety network	Public Works with signoff from DT	DT	DT	DT	JMOU	DTPS	• MOU with Port	Base SIP Permit (Phase 1) IB2
34.	SFPUC Power System	Vaults (primary and secondary), conduits, pull-boxes, ground rods, and appurtenances in accordance with SFPUC Rules and Regulations Governing Electrical Service Includes elevated 12KV line sited on TFB feeding permanent underground SFPUC-owned infrastructure on Toni Stone	Public Works with signoff from PUC	SFPUC	SFPUC	SFPUC	JMOU BOS Ordinance Number 211028 (Acceptance and Public Dedication of 12-Kilovolt Power Facilities – Mission Rock) Port/PUC Maintenance MOU TBD	SFPUC	• SFPUC Power system facilities outside the public ROW would be subject to same maintenance and ownership standards but must be within an easement and subject to an easement agreement or equivalent. • Note, the primary service feed to CBP, runs from Toni Stone, up the Bridgeview Paseo, and terminates at the Transformer/Switchgear in the Restroom adjacent Utility Yard in the center of CBP. • For the electric service to China Basin Park, the SFPUC owns the switch-interrupter located in the PROW along Toni Stone Crossing and just east of Bridgeview Street. The Port owns the substructures, conductors, and electrical equipment from the SFPUC switch-interrupter on Bridgeview Street and inside the park. Building G owns the substructures and conductor downstream from the SFPUC interrupter in the PROW, specifically, the conductor from the SFPUC interrupter that goes up-into and under the building and all the way to the primary switchgear inside the building. 12kV electrical infrastructure routed through Bridgeview Paseo that serves China Basin Park to be owned the Port and Maintained by the SFPUC at Port cost per MOU or other Agreement. See China Basin Park as-built drawings, sheet E2.0.	Base SIP Permit (Phase 1) Port-Issued CBP Permit

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									<ul style="list-style-type: none"> Above-ground 12kV line runs up TFB and ties into Toni Stone 12kV distribution system will be replaced by permanent underground SFPUC-owned infrastructure in a later project phase. Link to BOS Ordinance Accepting the 12-KV Line: https://sfgov.legistar.com/LegislationDetail.aspx?ID=5154048&GUID=518E254A-49AD-419F-8C3D-C357E0B975C9&Options=IDText&Search=Mission+Rock 	
35.	Sanitary Sewer System downstream of Private Manhole SSMH #100B (Asset ID MH324116) on 3 rd Street	Permanent pipes, pipe fittings, and manhole	Public Works with signoff from SFPUC	SFPUC	SFPUC	SFPUC	JMOU	SFPUC		Base SIP Permit (Phase 1) IB2
36.	Storm Drain (SD) System in Rights-of-Way Toni Stone Crossing and Dr. Maya Angelou Lane	Permanent pipes, pipe fittings, manholes, drain inlets and laterals up to face of vertical curb, including the stormwater diversion structure	Public Works approval with signoff from SFPUC	SFPUC	SFPUC	SFPUC	JMOU and IMEP	SFPUC	<ul style="list-style-type: none"> Laterals upstream of the curb owned and maintained by building owner per SFPW Code Article 4, Sec 103. Temporary SD pipes, including those draining undeveloped construction areas outside of public rights of way, will not be offered to SFPUC for acceptance and will remain under Port ownership. Public storm drain diversion manhole structure to split required public and private WQ treatment flows from public storm drain system. Stormwater treatment facilities and stormwater pipes in parks and open spaces addressed elsewhere in this Matrix. Port assets in ROW subject to IMEP (see below 3 bullets) Port to own, maintain, and accept liability for 16" SD pipe connecting Port-owned SD infrastructure in the Dr Maya Angelou Way Paseo with SFPUC-owned infrastructure in Toni Stone (Port Asset ID # 3370-SD-SL-0030) Port to own, maintain, and accept liability for 12" SD pipe connecting Port-owned SD infrastructure in the Dr Maya Angelou Way Paseo with SFPUC-owned infrastructure in Toni Stone (Port Asset ID # 3370-SD-GM-0003) Port to own, maintain, and accept liability for 18" SD pipe connecting Port-owned SD infrastructure in the Bridgeview Paseo with SFPUC-owned infrastructure in Toni Stone (Port Asset ID # 3370-SD-SL-0044) 	Base SIP Permit (Phase 1)
37.	Stormwater diversion structure (Toni Stone & Dr. May Angelou Way Intersection)	Public storm drain structure to split required public and private WQ treatment flows from public storm drain system	Public Works	SFPUC	SFPUC	SFPUC	JMOU	SFPUC	<ul style="list-style-type: none"> The diversion structures divert treatment flows to Port outfalls and the larger storm events to either the SFPUC system in 3rd Street or the existing Port outfalls. SFPUC owns diversion structure, Port owns the pipes exiting the diversion structure 	Base SIP Permit (Phase 1)
38.	Port Storm Drain (SD) Assets in Public Rights-of-Way and Port Land Draining to Port's Existing Atwater Outfall	Permanent and temporary pipes, pipe fittings, manholes, drain inlets and laterals up to face of vertical curb, along with stormwater diversion structure and Contech CDS trash capture unit	Public Works approval with signoff from SFPUC	Port	Port	Port	JMOU and IMEP	Port	<ul style="list-style-type: none"> Port to own and maintain storm drain pipes draining to Port's existing Atwater Outfall with transfer of SD pipes to SFPUC anticipated upon project's future construction of new outfall to SFPUC standards at Channel Wharf. 	Phase 2 BOD

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									<ul style="list-style-type: none"> Port owns SD drain pipes within the Toni Stone ROW that connect Port SD lines sited in the Bridgeview Paso and Dr. Maya Angelou Paseo with PUC-owned SD Main in Toni Stone Crossing. Public storm drain diversion manhole structure to split required private and public water quality treatment flows from storm drain system. Specific to Phase 2 infrastructure. Will be installed in Phase 2 Locations where SFPUC SD facilities are proposed on Port parcels, an MOU or other agreement will be required subject to approval by SFPUC. 	
39.	Auxiliary Water Supply System (AWSS)	Permanent pipes, pipe fittings, valves, vaults, above ground structures and infrastructure, pumps, manifolds and hydrants	Public Works approval with signoff from SFPUC	SFPUC	SFPUC	SFPUC	JMOU	SFPUC		Base SIP Permit (Phase 1) Cathodic Protection Added in PHASE 1 SIP PERMIT IB5
40.	Non-potable Water (NPW) Distribution System	Permanent pipes, pipe fittings, valves, laterals up to and including the meters in accordance with SFPUC regulations	Public Works	Utility Owner (MRU)	Utility Owner (MRU)	Utility Owner (MRU)	GMEP (infrastructure in ROW)	Private Entity	<ul style="list-style-type: none"> System will be private and operated by a 3rd Party. Requires approval by DBI and DPH per code. 	Base SIP Permit (Phase 1) PHASE 1 SIP PERMIT IB1 PHASE 1 SIP PERMIT IB4 PHASE 1 SIP PERMIT IB5
41.	Low Pressure Water (LPW) System	Permanent pipes, pipe fittings, valves, hydrants, laterals up to and including the meters in accordance with SFPUC regulations	Public Works approval with signoff from SFPUC	SFPUC	SFPUC	SFPUC	JMOU	SFPUC	<ul style="list-style-type: none"> LPW facilities in Port Open Space will be owned and maintained by the Port. SFPUC currently owns and maintains LPW infrastructure within TFB, which is a Port ROW. No low-pressure water service connections for buildings will be permitted on Shared Public Ways (Dr. Maya Angelou Way and Terry A. Francois Blvd.) 	Base SIP Permit (Phase 1) PHASE 1 SIP PERMIT IB1 PHASE 1 SIP PERMIT B4 PHASE 1 SIP PERMIT IB5
42.	Green Stormwater Infrastructure in Public ROW	SFPUC standard stormwater controls including vegetation, mulch, bioretention soil media, aggregate layer, underdrains, internal piping and fittings, cleanouts, curbs/walls, laterals from facility to connection to SD, etc.	Public Works approval with signoff from SFPUC	SFPUC	SFPUC	SFPUC Port responsible for plants and mulch	SFPUC	SFPUC	<ul style="list-style-type: none"> Applies to stormwater management facilities that treat runoff generated from public streets only and future SFPUC outfall. Excludes maintenance of vegetation and mulch, assigned to Port. Phase 1 has stormwater management facilities on Dr. Maya Angelou Way. 	Base SIP Permit (Phase 1)

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43.	Non-Standard Linear Drainage Elements	<i>Valley gutters and trench drains (and grates) located on Dr. Maya Angelou Way and Terry Francois Boulevard, Includes trench drain appurtenances such as drain inlets and discharge fitting to Green Stormwater Infrastructure</i>	Public Works	Port	Port	Port*	JMOU and IMEP	MASTER ASSOCIATION Fees (CC&R's) or Maintenance CFD		IB7 (Phase 1 SIP Permit)
44.	Electrical Receptacles (within Dr. Maya Angelou ROW)	<i>Either pedestal-mounted or flush-mounted electrical outlets sited along DMA to support activation (holiday lights, buskers, small performances, etc.)</i>	Public Works with sign-off from the Port	Port	Port*	Port*	IMEP for conduit, outlets, junction boxes, etc. in ROW SFPUC Access Rights Agreement for electrical meter in Mission Rock Square	MASTER ASSOCIATION Fees (CC&R's) or Maintenance CFD		PHASE 1 SIP PERMIT IB9
Utilities in Parks and Open Spaces										
45.	12kV Electrical Conduit Serving China Basin Park	<i>Conduit runs from SFPUC vault in Toni Stone Crossing, through the Bridgeview Paseo and to the SFPUC electrical meter in the CBP utility yard.</i>	Port	Port	Port	Port	China Basin Park as-built construction drawings JMOU NEED MAINTENANCE AGREEMENT between Port PUC	Port	<ul style="list-style-type: none"> Per sheet E2.0 in the CBP as-built drawings, 12kV electrical facilities are "to be owned by the Port of SF and maintained by the SFPUC at Port's expense under special agreement..." Port owns all electric facilities on their property, except SFPUC owns the interrupter and the meters. 	China Basin Park: Port-Issued CBP Permit
46.	Storm Drain (SD) System in Paseos and Port Open Space	<i>Port-owned storm drain pipes in Paseos, China Basin Park, Mission Rock Square, Channel Lane Open Space etc.</i>	Public Works	Port	Port	Port*	JMOU and IMEP	MASTER ASSOCIATION Fees (CC&R's) or Maintenance CFD	<ul style="list-style-type: none"> Port owns SD drain pipes within the Toni Stone ROW that connect Port SD lines sited in the Bridgeview Paso and Dr. Maya Angelou Paseo with PUC-owned SD Main in Toni Stone Crossing. PUC owns SD main pipe under Bridgeview Cul-de-sac from Lot D boundary to the terminus point. 	Paseos: Base SIP Permit (Phase 1) China Basin Park: Port-Issued CBP Permit
47.	Sanitary Sewer (SS) in Paseos and Port Open Space	<i>Port-owned sanitary sewer pipes in Paseos China Basin Park, Mission Rock Square, Channel Lane Open Space, etc.</i>	Public Works	Port	Port	Port*	JMOU	MASTER ASSOCIATION Fees (CC&R's) or Maintenance CFD		Paseos: Base SIP Permit (Phase 1) China Basin Park: Port-Issued CBP Permit
48.	Existing Storm Drain Outfall	<i>Existing Port outfall to remain at China Basin Park. Stormwater treatment flows drain to green infrastructure in China Basin Park, then to outfall along with other stormwater from area drains within park.</i>	Port	Port	Port	Port	JMOU	Port	<ul style="list-style-type: none"> SFPUC pipes convey flows to existing Port outfalls. Port and Developer to lead regulatory compliance and permitting, as required. Existing Port SD system tributary to existing Channel Wharf outfall to remain in early phases. Channel Wharf Outfall to be replaced in future phase with SFPUC outfall/asset. 	Port-Issued CBP Permit
49.	Low Pressure Water (LPW) System and Fire Hydrants in Paseos and Port Open Space	<i>Private water line, meter, and backflow preventer at edge of ROW, and hydrants, potable main, line to F&B pavilion.</i>	Port	Port	Port	Port*	JMOU	MASTER ASSOCIATION Fees (CC&R's) or Maintenance CFD	<ul style="list-style-type: none"> PUC owns LPW main under Bridgeview Cul-de-sac from Lot D boundary to the terminus point. 	Paseos: Base SIP Permit (Phase 1) China Basin Park: Port-Issued CBP Permit

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50.	Power Infrastructure in Paseos and Port Open Space	Phase 1 electrical infrastructure is located in the Bridgeview Paseo and powers China Basin Park	Port with signoff from SFPUC	Port	Port	Port*	JMOU	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD	<ul style="list-style-type: none"> Parks and Open Spaces in future phases may require additional Port-owned power infrastructure PUC owns Power conduits under Bridgeview Cul-de-sac from Lot D boundary to the terminus point. PUC owns electrical meter in future Mission Rock Square 	Paseos: <ul style="list-style-type: none"> Phase 1 Base SIP Permit IB3 to Phase 1 SIP Permit China Basin Park: Port-Issued CBP Permit
51.	Combined Traffic Signal/Streetlight Pole at NE Corner on 3rd and Channel (within Channel Street ROW)	Combined Traffic Signal/Streetlight Pole on the NE Corner on 3rd and Channel.	Public Works approval for initial design with signoff from SFMTA and SFPUC	SFMTA SFPUC (streetlight and arm)	SFMTA SFPUC (streetlight and arm)	SFMTA (pole and signal) SFPUC (streetlight and arm)	JMOU Access rights granted by Port to SFMTA/SFPUC via JMOU	SFMTA (pole signal, and mast arm) SFPUC (streetlight and luminaire arm)	<ul style="list-style-type: none"> Pole needs to be sited within Port open space in Phase 1. Pole will likely be relocated to the Public ROW in Phase 2 	Base SIP Permit (Phase 1) PHASE 1 SIP PERMIT IB2
52.	Electrical receptacles within Dr. Maya Angelou and Bridgeview Paseos	Either pedestal-mounted or flush-mounted electrical outlets sited along DMA (both Paseo and street) to support activation (holiday lights, buskers, small performances, etc.)	Public Works with sign-off from the Port	Port	Port*	Port*	Parks Lease (depending on location)	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD		PHASE 1 SIP PERMIT IB9
53.	Non-City/Private Utility Systems	Including but not limited to Gas, Non-Potable Water (NPW), District Energy (DE), Bay Condenser Water (BCW), Telecommunication, Mission Rock Utility (MRU) Telecommunication, Telephone, vaults, conduits, cabinets and pull-boxes, communication, etc.	Public Works (for Port opens space areas permitted under the Phase 1 SIP permit) Port	Utility Owner	Utility Owner	Utility Owner	Port-issued licenses for 3rd Party Utilities (PG&E, MRU, etc.)	Utility Owner	<ul style="list-style-type: none"> Will not be accepted by the City. These facilities will be owned by private utility providers; subject to separate Port license agreements. 	Base SIP Permit (Phase 1) PHASE 1 SIP PERMIT IB1 PHASE 1 SIP PERMIT IB4 Port-Issued CBP Permit
54.	Stormwater Trash Collection Structure - China Basin Park		Port	Port	Port	Port	JMOU	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD	<ul style="list-style-type: none"> MRP to maintain outfall trash collection structure. Required for compliance with SWRCB Trash Capture Rule. 	Port-Issued CBP Permit
55.	Existing Atwater Storm Drain Outfall	Existing Port Outfall to remain at Pier 48.5 wharf until replaced by Future Channel Wharf Stormwater Outfall	Port	Port	Port	Port	JMOU	Port	<ul style="list-style-type: none"> Atwater/Channel Wharf Outfall to be replaced by project in future phase 	NA
56.	Future Channel Wharf Storm Drain Outfall, including Stormwater Trash Capture Device	New SD outfall with backflow preventer will be constructed at Channel Wharf	Port with SFPUC approval	SFPUC	SFPUC	SFPUC	JMOU	SFPUC	<ul style="list-style-type: none"> SFPUC will take ownership once new outfall is constructed to SFPUC Standards and full build-out of project is complete. SFPUC to own, operate and maintain trash capture device upstream of the future Channel Wharf Outfall upon SFPUC Acceptance of the SD system. Required for compliance with the SRWCB Trash Capture Rule. Will be constructed in a future phase. 	NA

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Row	Specific Improvement	General Description	Permitting Authority	Improvement Ownership Party	Party Having Liability	Party Responsible for Maintenance	Instrument Memorializing Maintenance Rights & Duties	Responsible Party for Providing Funding Source for Maintenance	Additional Notes	Permit
	Improvements in Parks and Open Spaces									
57.	Lightweight Cellular Concrete (LCC) Fill (in Port Parks and Open Spaces)	Lightweight cellular concrete used to raise grades and mitigate consolidation settlement	Port	Port	Port	Port*	JMOU	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD		Paseos: Base SIP Permit (Phase 1) China Basin Park: Port-Issued CBP Permit
58.	Parks and Open Space Improvements	Mission Rock Square, China Basin Park, Channel Street, Channel Lane, Channel Wharf, Dr. Maya Angelou Way Paseo, Bridgeview Paseo, Terry Francois Blvd Paseo	Port	Port	Port	Port*	JMOU	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD	<ul style="list-style-type: none"> Includes entire subgrade section, including but not limited to Geofoam or other lightweight fill materials, soil, planting, utilities supporting park facilities (including lateral services for kiosks), pavement, kiosks, structures, walls, light poles, light fixtures, lighting sub-structures and point-of-connection to power source, ancillary furnishing materials, Bay Trail in China Basin Park. Excludes centralized stormwater treatment serving both public and private properties (see item below). 	Port-Issued CBP Permit
59.	Centralized Green Stormwater Infrastructure (GSI) in China Basin Park	Centralized stormwater controls, including the overall treatment system, such as vegetation, mulch, soil media, aggregate layer, underdrains, internal piping and fittings, discharge and overflow structures, conveyance piping and appurtenances, curbs/walls, and laterals, treatment pump station, vaults, pumps and appurtenances, force mains, diversion structures, and sediment removal devices	Port approval with signoff from SFPUC	Port	Port	Port*	JMOU China Basin Parks Lease	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD	<ul style="list-style-type: none"> Applies to stormwater management facilities that treat runoff generated from public ROW and streets, Port open space and development parcels on leased Port property and convey flows to the Port outfalls. 	Port-Issued CBP Permit
60.	Centralized Green Stormwater Infrastructure in Mission Rock Square	Future (Phase 2) Stormwater BMP in Mission Rock Square will treat a mix of stormwater runoff from the ROW, and stormwater runoff from private parcels. May include stormwater controls, such as, vegetation, soil media, aggregate matrix, underdrains, internal piping and fittings, cleanouts, conveyance piping appurtenances, curbs/walls, and laterals from facility, treatment pump station, pumps, force mains, and sediment removal devices	Port	Port	Port	Port*	TBD – (to be revised in Phase 2)	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD	<ul style="list-style-type: none"> Will treat a mix of ROW and private parcel water 	Phase 2 Basis of Design
61.	Street Rooms and Public Art Installations in Paseos	Permanent sculptural art, and/or urban design installations intended to activate public open spaces and foster human interaction. Artwork typically includes seating among other features.	Public Works with sign-off from the Port	Port*	Port*	Port*	JMOU	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD	<ul style="list-style-type: none"> Phase 1 Includes one street room / sculpture within Port open space ("Garden Party" by Min Designs) 	PHASE 1 SIP PERMIT PHASE 1 SIP PERMIT IB10

*Port may pass maintenance responsibility to appropriate party via Maintenance Agreement

LEGEND

Yellow: Private/Port Ownership-Private Port Maintenance
Blue: City-Ownership-Private/Port Maintenance
Green: City Ownership and Maintenance
Orange: LCC Incremental Cost
Pink: Private Entity Ownership and Maintenance

Mayor ED 17-02 Priority Permit

Row	Specific Improvement	General Description	Permitting Authority	Improvement Ownership Party	Party Having Liability	Party Responsible for Maintenance	Instrument Memorializing Maintenance Rights & Duties	Responsible Party for Providing Funding Source for Maintenance	Additional Notes	Permit
62.	<i>Bollards and associated control systems sited within the Paseos and Port Open Space</i>	<i>Retractable, Fixed, Removeable Bollards protecting Port Open Spaces that are rated to withstand vehicular impact.</i> <i>Phase 1 Bollards in Port Open Space include:</i> <ul style="list-style-type: none">• Fixed bollards (lining 3rd Street and at northern and southern ends of Paseos)• Retractable "raptor" bollards (at the southern end of Paseos)• Removeable bollards (at the 3rd Street bike path)• Retractable, removable, and fixed bollards at entry to CBP at the Northern terminus of TFB (in Port open space)	Public Works	Port*	Port*	Port*	IMEP (Retractable Bollards Fire Override in Toni Stone Crossing) 2023 Port/MRP Parks Lease and associated licenses for items in Port Open Space JMOU	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD	<ul style="list-style-type: none"> • Port will be responsible for repair and replacement of bollards due to damage or life cycle degradation and restoring bollards if removed for utility excavations by the SFPUC. • If bollard stops/prohibits vehicular access SFMTA may need to approve temporary street closure. • Excavators required to replace removed or damaged bollards in kind. • Port or its assignee ownership obligations include associated bollard control systems such as SFFD bollard override pedestal and electrical conduit installed within the Toni Stone ROW. • Bollards at the northern terminus of TFB, are sited within Port open space. 	Port-Issued CBP Permit (Bollards on west edge of CBP) Port-issued TFB Bollard Permit (Bollards in CBP at Northern Terminus of TFB) PHASE 1 SIP PERMIT PHASE 1 SIP PERMIT IB12
	<i>Miscellaneous Public Improvements</i>									
63.	<i>Blackwater Treatment Plant</i>	<i>Blackwater plant; sanitary sewer pump station; lift station; blowdown facility</i>	Port Building Department w/ SFPW and SFDPH	Private Entity	Private Entity	Private Entity	Private Utility Agreement	Private Entity		Building Permit (DBI)
64.	<i>Flexible Utility Connections for Public Utilities</i>	<i>Flexible utility connections including pipes and appurtenances to accommodate potential differential settlement where new public utilities connect with existing public utilities at the Phase boundary.</i>	SFPUC	SFPUC	SFPUC	SFPUC	JMOU	SFPUC	<ul style="list-style-type: none"> • Additional connections anticipated in future phases 	PHASE 1 SIP PERMIT IB1 PHASE 1 SIP PERMIT IB4
65.	<i>Temporary 12KV Line</i>	<i>Interim 12KV line sited on the south-side of Toni Stone Crossing feeding Block F.</i>	Port	Port	Port	Port	IMEP	MASTER ASSOCIATION Fees (CC&Rs) or Maintenance CFD	<ul style="list-style-type: none"> • Interim 12KV line serving construction power for Parcel F will be abandoned after Phase 1 joint trenches are accepted and permanent power is established. 	Port-issued 12-Kv Permit
66.	<i>Interim 12KV Above Ground Power Line Sited on the west side of TFB</i>	<i>Poles, Wires, and Appurtenances</i>	Public Works	SFPUC	SFPUC	SFPUC	BOS Acceptance Ordinance (Ordinance Number 219-21)	SFPUC	<ul style="list-style-type: none"> • Will be undergrounded in Phase 3 when TFB is rebuilt. 	

*Port may pass maintenance responsibility to appropriate party via Maintenance Agreement

Figure 1. Tentative Map – Page C5

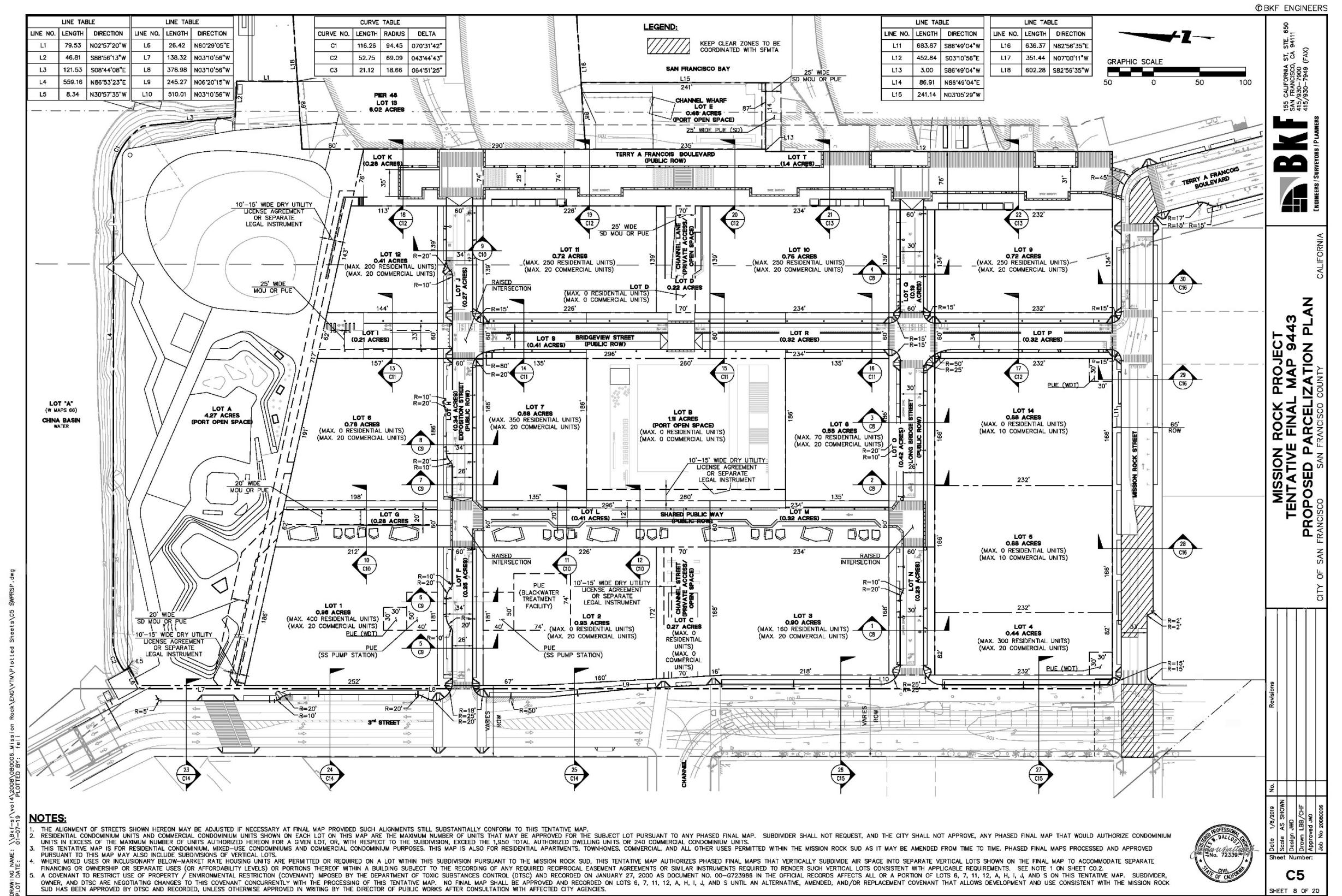


Exhibit B

Paseos

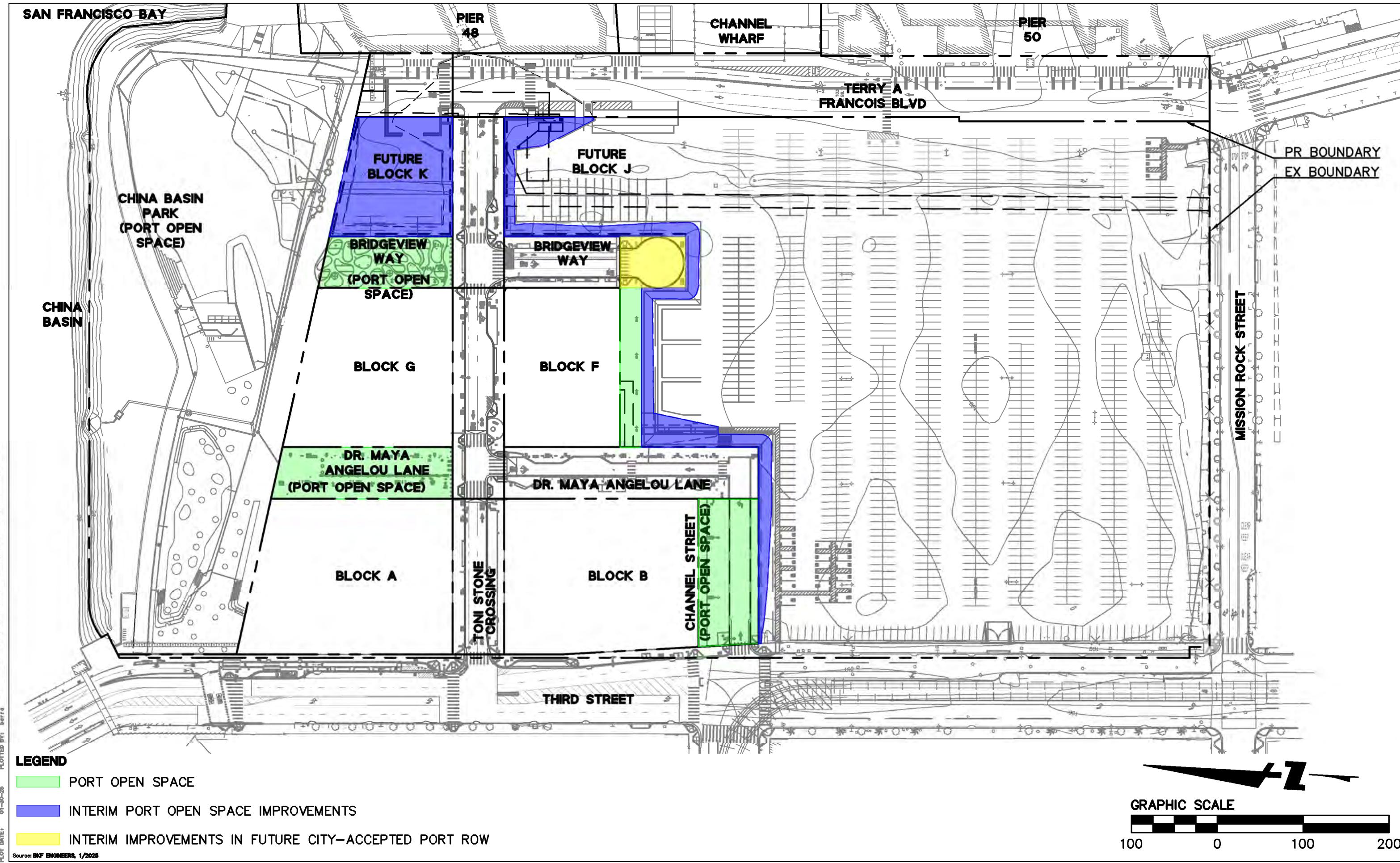


Exhibit C

City-Accepted Port Streets

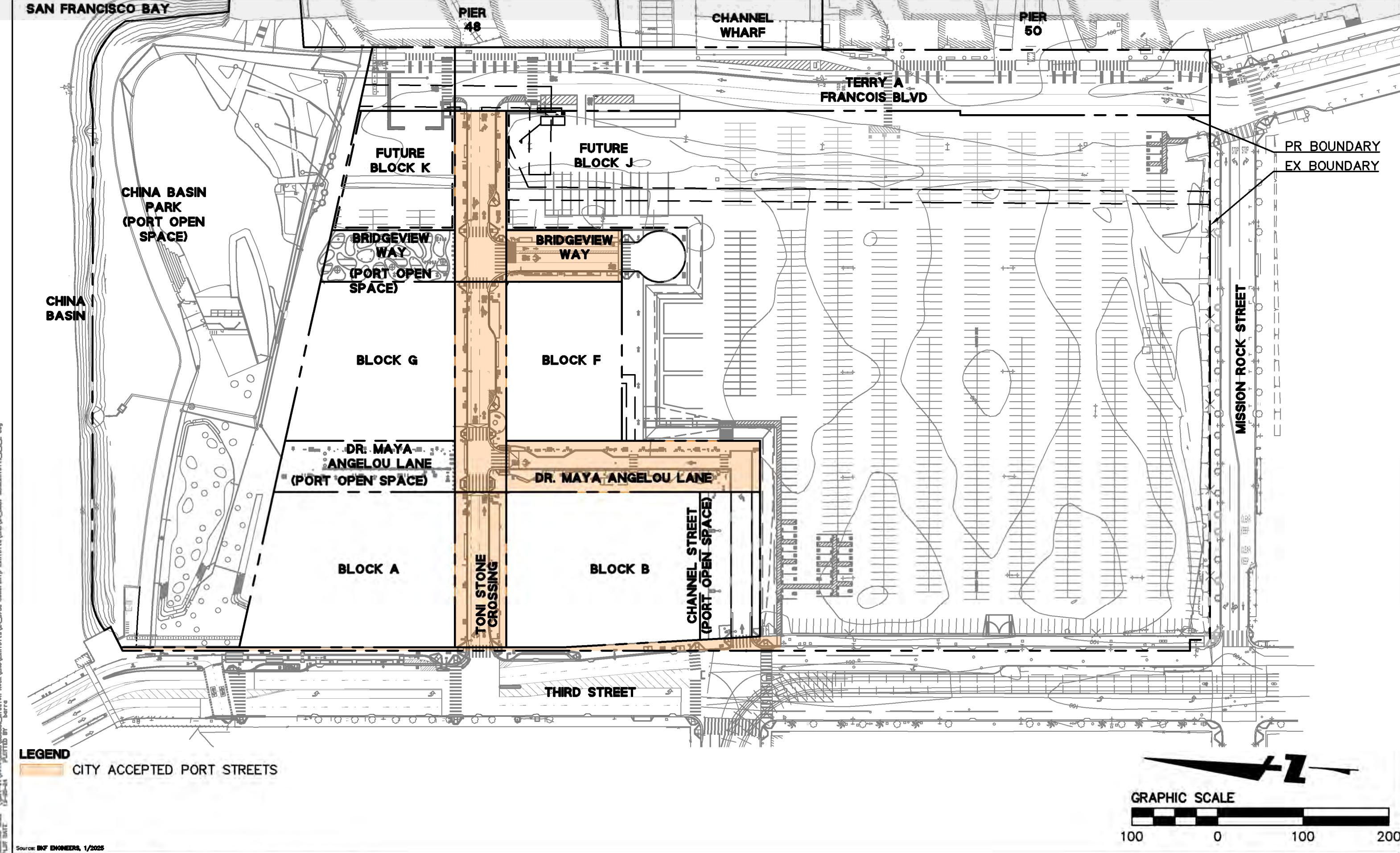


Exhibit D

Depictions and Descriptions of SFPUC-Owned Improvements / Utility License Area

Seoul

Source: BKF ENGINEERS, 1/2025

MISSION ROCK PHASE 1 MEMORANDUM OF UNDERSTANDING

MISSION ROCK PHASE 1 MEMORANDUM OF UNDERSTANDING EXHIBIT D.1 - DEPICTIONS OF SFPUC OWNED IMPROVEMENTS

LEGEND

 SFPUC OWNED IMPROVEMENTS IN PORT PROPERTY

GRAPHIC SCALE

100 0 100 200

SFPUC OWNED IMPROVEMENTS IN PORT PROPERTY

GRAPHIC SCALE



100 0 100 200

SAN FRANCISCO BAY

PIER 48

CHANNEL WHARF

PIER 50

CHINA BASIN PARK (PORT OPEN SPACE)

BRIDGEVIEW WAY (PORT OPEN SPACE)

DR. MAYA ANGELOU LANE (PORT OPEN SPACE)

BLOCK A

BLOCK B

BLOCK F

BLOCK G

FUTURE BLOCK J

FUTURE BLOCK K

TONI STONE CROSSING

CHANNEL STREET (PORT OPEN SPACE)

THIRD STREET

DETAIL 1

DETAIL 2

DETAIL 3

SFPUC OWNED ELECTRICAL CONDUIT STUB

SFPUC OWNED STORM DRAIN STUB

SFPUC OWNED LPW STUB

SFPUC OWNED ELECTRICAL METER

SFPUC OWNED LIGHT ON MAST ARM

TERRY A FRANCOIS BLVD

DETAIL 1
SCALE: 1:40

DETAIL 2
SCALE: 1:40

DETAIL 3
SCALE: 1:40

Detailed description: The image contains three separate architectural details, each with a circular callout number and a scale of 1:40. Detail 1 shows a cross-section of utility conduits and storm drain stubs. Detail 2 shows an electrical meter installed on a utility pole. Detail 3 shows a light fixture mounted on a mast arm. All details include blue hand-drawn circles and lines highlighting specific components.

EXHIBIT D.1 : DEPICTIONS OF SFPUC OWNED IMPROVEMENTS

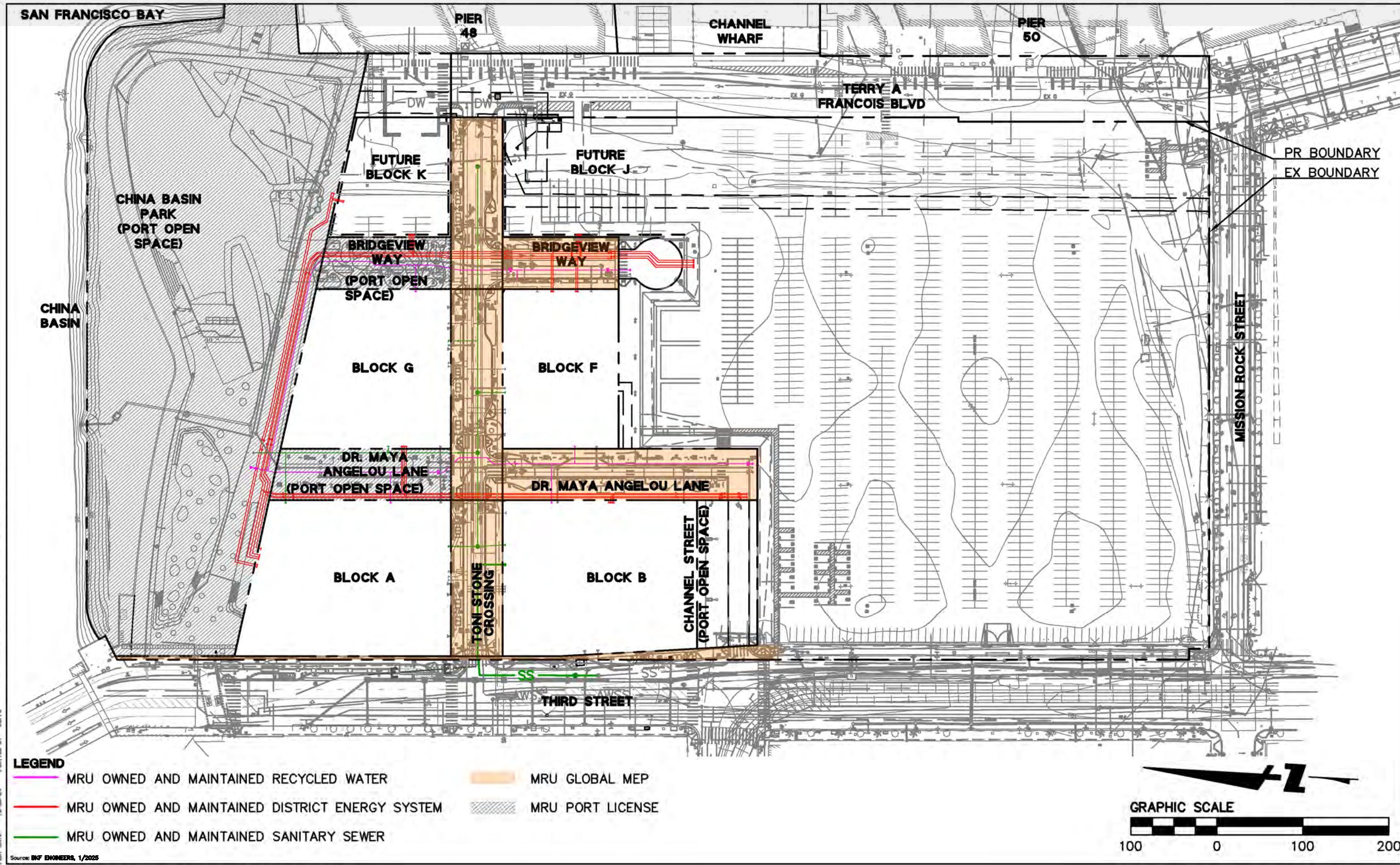
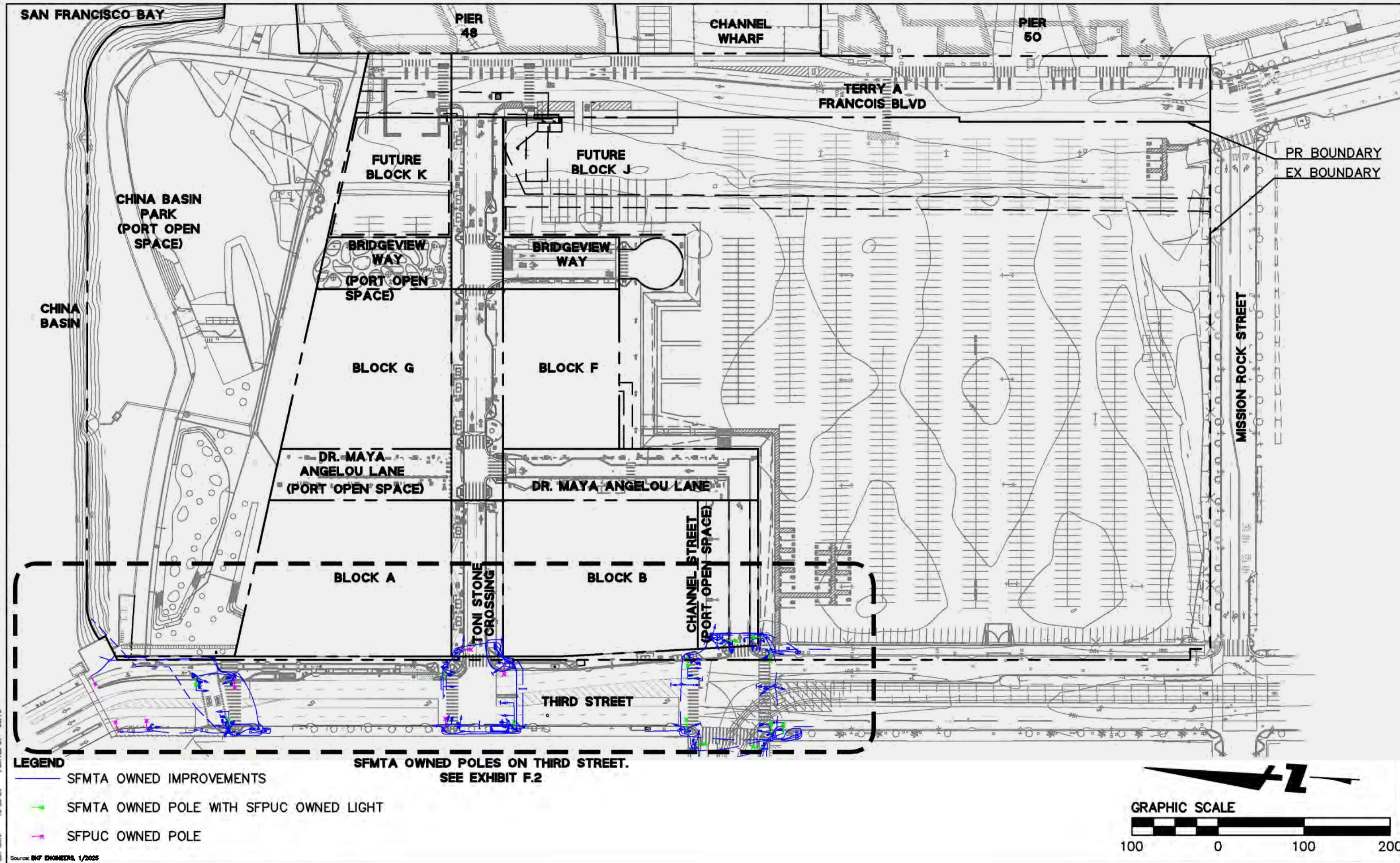
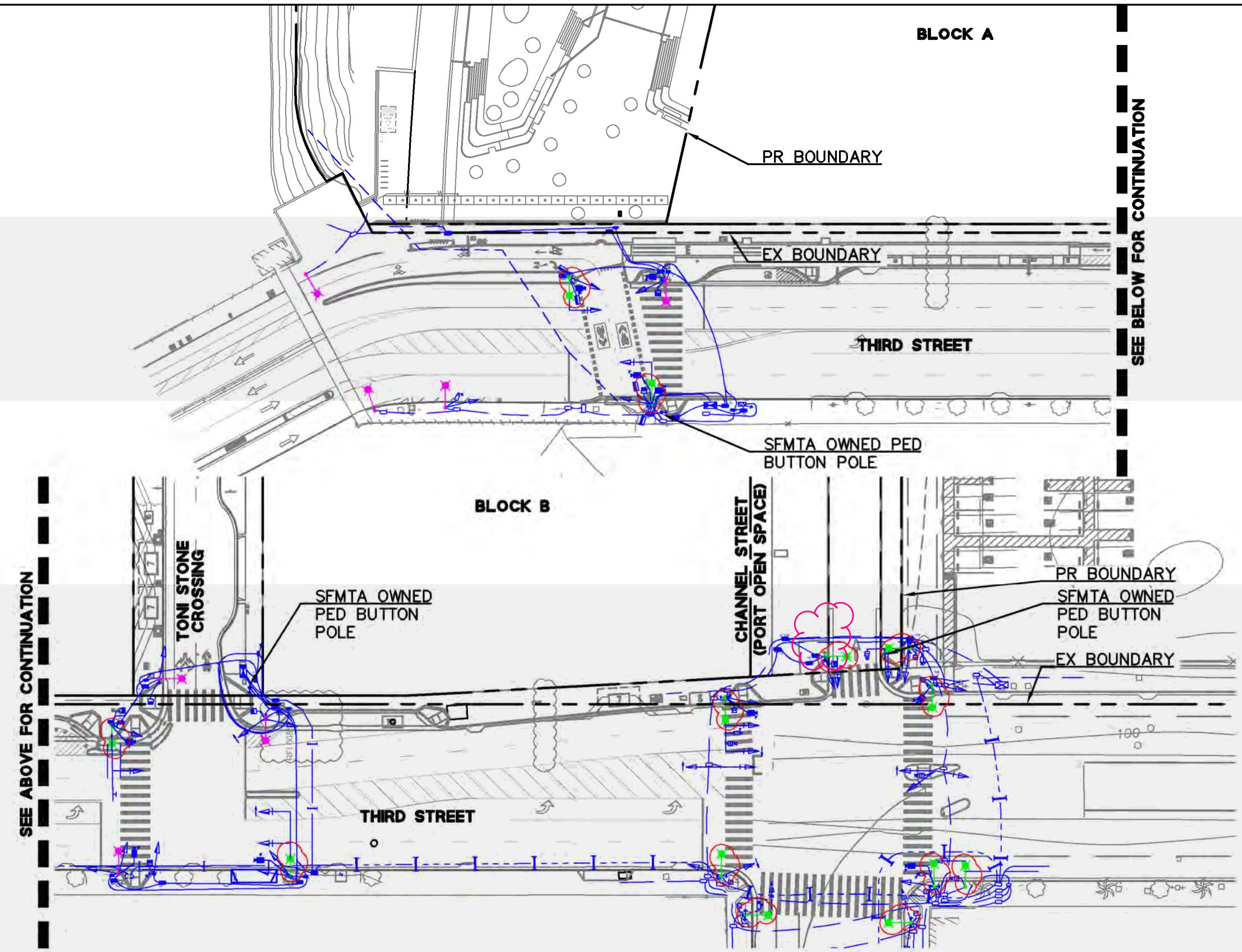


Exhibit E

SFMTA-Owned Improvements





LEGEND

- SFMTA OWNED IMPROVEMENTS
- SFMTA OWNED POLE WITH SFPU OWNED LIGHT
- SFPU OWNED LIGHT & POLE

GRAPHIC SCALE



Exhibit F

Emergency Vehicle Access Areas

