

RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

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

No fee for recording pursuant to Government  
Code Section 27383

[Space Above for Recorder's Use]

<b>APNs:</b>	<b>Addresses:</b>	<b>APNs:</b>	<b>Addresses:</b>
5000-048	[No Situs] San Francisco, CA	5000-075	[No Situs] Jamestown Ave, San Francisco, CA
5000-049	[No Situs] D. J. DeBartolo Jr. Ln, San Francisco, CA	5000-018	[No Situs] Harney Way, San Francisco, CA
5000-050	[No Situs] San Francisco, CA	5000-065	[No Situs] Harney Way, San Francisco, CA
5000-090	[No Situs] San Francisco, CA	5000-069	[No Situs] West Harney Way, San Francisco, CA
5000-087	[No Situs] San Francisco, CA	5000-060	[No Situs] Ingerson Ave, San Francisco, CA
5000-084	[No Situs] San Francisco, CA	5000-061	[No Situs] Candlestick Park Dr, San Francisco, CA
5000-081	[No Situs] San Francisco, CA	5000-063	[No Situs] Candlestick Park Dr, San Francisco, CA
5000-082	[No Situs] Juan Marchial Ln, San Francisco, CA	5000-089	[No Situs] Jerry Rice Rd, San Francisco, CA
5000-085	[No Situs] Juan Marchial Ln, San Francisco, CA	5000-086	[No Situs] Montana-Clark Dr, San Francisco, CA
5000-088	[No Situs] Juan Marchial Ln, San Francisco, CA	5000-083	[No Situs] Carmen Policy Ave, San Francisco, CA
5000-091	[No Situs] Juan Marchial Ln, San Francisco, CA	5000-080	[No Situs] Candlestick Park Dr, San Francisco, CA
5000-071	[No Situs] San Francisco, CA	5000-078	[No Situs] Candlestick Park Dr, San Francisco, CA
5000-055	[No Situs] Arelious Walker Dr, San Francisco, CA	5000-066	[No Situs] Candlestick Park Dr, San Francisco, CA
5000-051	[No Situs] Ingerson Ave, San Francisco, CA	5000-093	[No Situs] Candlestick Park Dr, San Francisco, CA
5000-054	[No Situs] Arelious Walker Dr, San Francisco, CA	5000-047	[No Situs] Arelious Walker Dr, San Francisco, CA
5000-076	[No Situs] Arelious Walker Dr, San Francisco, CA	5000-046	[No Situs] Gilman Ave, San Francisco, CA
5000-053	[No Situs] Jamestown Ave, San Francisco, CA	5000-068	[No Situs] West Harney Way, San Francisco, CA
5000-073	[No Situs] Jamestown Ave, San Francisco, CA	5000-058	[No Situs] Ingerson Ave, San Francisco, CA

**PUBLIC IMPROVEMENT AGREEMENT**  
**(Candlestick Point Major Phase 2;**  
**Candlestick Point-Phase 2 Hunters Point Shipyard Project)**

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This PUBLIC IMPROVEMENT AGREEMENT (this “**Agreement**”) dated for reference purposes only as of \_\_\_\_\_, 2026, is entered into as of \_\_\_\_\_, 2026 (the “**Effective Date**”), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California (“**City**”), the SUCCESSOR AGENCY TO THE SAN FRANCISCO REDEVELOPMENT AGENCY, a public body organized and existing under the laws of the State of California, commonly known as the Office of Community Investment and Infrastructure (“**OCII**”), and CP DEVELOPMENT CO., LLC, a Delaware limited liability company (“**Subdivider**” or the “**Developer**”).

**RECITALS**

A. OCII and Subdivider are parties to that certain Disposition and Development Agreement (Candlestick Point and Phase 2 of the Hunters Point Shipyard), dated as of June 3, 2010, and recorded in the Official Records of the City and County of San Francisco (the “**Official Records**”) on November 18, 2010 as Document No. 2010-J083660-00 (the “**Original DDA**”), as amended by that certain First Amendment to Disposition and Development Agreement (Candlestick Point and Phase 2 of Hunters Point Shipyard), dated as of December 20, 2012 and recorded in the Official Records on February 11, 2013 as Document No. 2013-J601487 at Reel K831, Image 0490 (the “**First Amendment**”), that certain Second Amendment to Disposition and Development Agreement (Candlestick Point and Phase 2 of Hunters Point Shipyard), dated as of December 1, 2014 and recorded in the Official Records on December 5, 2014 as Document No. 2014-J984039 (the “**Second Amendment**”), that certain Third Amendment to Disposition and Development Agreement (Candlestick Point and Phase 2 of Hunters Point Shipyard), dated as of August 10, 2018 and recorded in the Official Records on August 13, 2018 as Document No. 2018-K654875 (the “**Third Amendment**”), and that certain Fourth Amendment to Disposition and Development Agreement (Candlestick Point and Phase 2 of Hunters Point Shipyard), dated as of August 6, 2025 and recorded in the Official Records on August 6, 2025 as Document No. 2025064866 (the “**Fourth Amendment**”) (collectively, and as the same may be further amended from time to time, the “**DDA**”).

B. The City and OCII are parties to that certain Interagency Cooperation Agreement (Candlestick Point and Phase 2 of the Hunters Point Shipyard), dated as of June 3, 2010 for reference purposes (the “**ICA**”), which the parties entered into to facilitate the development of the Candlestick Point-Phase 2 Hunters Point Shipyard project (the “**Project**”) in accordance with the ICA and the Redevelopment Plans (as defined in the ICA). Pursuant to Section 3.4(c) of the ICA, the City and OCII agreed that the Project “is a priority project for which they will act expeditiously as is reasonably feasible to review and process Complete Project Applications,” as defined in the ICA.

C. The Director of Public Works (the “**Director**”), acting as the Advisory Agency, approved a vesting tentative map, entitled “Candlestick Point Vesting Tentative Subdivision Map No. 7878” (the “**Vesting Tentative Map**”), for the proposed subdivision of property at Candlestick Point, subject to certain requirements and conditions contained in the Director’s Conditions of Approval, Department of Public Works Order No. 182724, dated June 30, 2014, (“**Tentative Map Conditions of Approval**”). On that same date, the Director approved Tentative Transfer Map No. 7879 (“**Tentative Transfer Map**”), recorded in the Official Records, as Document No. 2014-J984050, in Book FF of Survey Maps at Pages 24-33, inclusive, which subdivided property at Candlestick Point into multiple transfer parcels for conveyance and finance purposes only, without conferring any development rights to OCII or the Subdivider, subject to certain requirements and conditions contained in Department of Public Works Order No. 182725, dated June 30, 2014. On December 5, 2014, OCII and the Subdivider recorded Final Transfer Map No. 8404, which subdivided certain property included within the Vesting Tentative Map and Tentative Transfer Map. The subdivision reflected in Final Transfer Map No. 8404 includes the old stadium site, portions of which are subject to this Agreement. On August 18, 2016, Subdivider recorded Final Transfer Map No. 7879-8583, further subdividing portions of Candlestick Point. On July 31, 2019, Subdivider recorded Final Transfer Map No. 10008 which further subdivided portions of the old stadium site, portions of which are subject to this Agreement.

D. OCII and the Subdivider propose to further subdivide the property according to the proposed phased final map attached hereto as Exhibit A (the “**Final Map**”). The Final Map

will subdivide property consisting of approximately 74.9 acres as shown therein (the “**Property**”).

E. Pursuant to the Candlestick Point/Hunters Point Shipyard Subdivision Code (the “**Code**”), the Candlestick Point/Hunters Point Shipyard Subdivision Regulations (“**Subdivision Regulations**”), the Vesting Tentative Map, the Tentative Map Conditions of Approval, and the Deferred Materials Submittal Conditions of Approval (the “**DMS Conditions of Approval**”), the Final Map shall include irrevocable offers of dedication for Lots A through V, inclusive, and Lot X and Lot Y, for public street and public utility purposes (“**Street and Utilities Lots**”), the improvements constructed within the Street and Utilities Lots, and certain Early Phased Required Infrastructure (as defined in Recital I below) that are located within future streets and parks and will be dedicated to the City pursuant to a public easement in lieu of fee ownership pursuant to Public Works Order No. 300046.

F. On June \_\_, 2026. Public Works issued a conditional approval of the Major Phase 2 Deferred Materials Submittal, subject to conditions outlined in Public Works Order No. 300046.

G. The Conditions of Approval and Public Works Order No. 182724 granted certain exceptions to the Code and Subdivision Regulations pertaining to design and construction of the Required Infrastructure as defined in Recital I below. In Public Works Order No. 300046, dated June \_\_, 2026, the Director issued exceptions to and deferrals of certain requirements of the Subdivision Code, the Subdivision Regulations, and the Vesting Tentative Map.

H. Pursuant to the DDA, Subdivider is obligated to construct horizontal infrastructure and public improvements that will serve the Property and certain offsite improvements located within portions of Harney Way outside of the subdivision boundary, future Ingerson Avenue, future Willie Mays Park, future Mini Wedge Park, and future Bayview Hillside Open Space, as described in the offer of improvements. The infrastructure and public improvements contemplated for the Property are described in the Candlestick Point Infrastructure Plan (the “**Infrastructure Plan**”) attached to the DDA and as may be amended from time to time, and the Candlestick Point Streetscape Master Plan approved by OCII on March 15, 2016, as may be amended from time to time. Such public improvements are more

particularly described in those certain improvement plans identified in Exhibits B1-B4 (as such plans are revised from time to time, the “**Plans and Specifications**”). The Plans and Specifications are on file with the Department of Public Works and provide for the construction, installation, and completion of the public improvements identified therein and include the specifications and details of such public improvements. The Subdivider is submitting the following Plans and Specifications for the Required Infrastructure: i) Major Phase 2 Street Improvement Permit Plan (Exhibit B-1); ii) Outfall No. 2 Improvement Plan (Exhibit B-2); iii) Offsite Harney Improvement Plan (Exhibit B-3); and iv) Sanitary Sewer Pump Station Plan (Exhibit B-4). A separate improvement permit will be issued for each improvement plan (each, an “**Improvement Permit**”):

I. The “**Required Infrastructure**” shall be completed pursuant to Section 6(a) and shall consist of the following public improvements identified in the Plans and Specifications: (i) public improvements located within the Candlestick Point Major Phase 2 boundary which shall be accepted by the City and owned, operated, and maintained by the City upon completion pursuant to Section 6(b) (“**Accepted Infrastructure**”); (ii) certain public improvements that are built to City standards and conform with the approved Infrastructure Plan and are located within areas that will be fully constructed in future phases, including improvements within future Ingerson Avenue, future Willie Mays Park, future Mini Wedge Park, future Harney Way, and future West Harney Way (as defined in Section 6 of this Agreement), which will be completed as part of the development of future Major Phases, but which the City has agreed to Accept upon the completion of such improvements (“**Early Phased Required Infrastructure**”) subject to specified conditions; (iii) public improvements that are temporary shall never be dedicated to the City, and shall be owned by the Subdivider or OCII according to which entity owns the underlying fee interest, and operated and maintained by the Subdivider (“**Temporary Facilities**”); (iv) private improvements to be owned, operated, and maintained as encroachments by the Subdivider, fronting property owner, or other private entity approved by the City (“**Privately Owned Infrastructure**”); (v) improvements that Subdivider shall construct on land owned by OCII, and which OCII shall own without need of conveyance from Subdivider (“**OCII Infrastructure**”); (vi) improvements that Subdivider will construct on land owned by OCII as trustee of the public trust for commerce, navigation, and fisheries (“**the Public Trust**”), which OCII will own until completion and acceptance by the City, along with the underlying real

property, in dedication for right-of-way and utility purposes (“**Trust Street Infrastructure**”); and (vii) as may be applicable, facilities for which the City or OCII may retain ownership but place responsibility for maintenance and liability on Subdivider (“**Privately Maintained Public Infrastructure**”). Portions of the Required Infrastructure were constructed under the SIX Permits. The estimated costs of completing the Required Infrastructure are described in Exhibit C hereto (the “**Estimated Costs**”).

J. Construction of part of the Required Infrastructure has begun in advance of this Agreement under certain permits. To facilitate the installation and construction of certain public improvements prior to the execution of this Agreement, the City, by and through Public Works, issued Street Excavation Permit No. 16E-0619 on September 13, 2016, authorizing Subdivider to construct certain sanitary sewer improvements. On November 10, 2016, the City issued Street Excavation Permit No. 16E-0839, which amended Street Excavation Permit No. 16E-0619 and authorized Subdivider to construct certain storm drain improvements. On July 1, 2017, the City issued Street Excavation Permit No. 17E-0409 authorizing Subdivider to construct certain water utility system improvements, including the low-pressure water, recycled water mains, and high-pressure firefighting system improvements. As of the date of this Agreement, the Subdivider has not installed the work authorized under Street Excavation Permit No. 17E-0409. Street Excavation Permit No. 16E-0619, Street Excavation Permit No. 16E-0839, and Street Excavation Permit No. 17E-0409, each as may be amended from time to time, (collectively the “**SIX Permits**”) authorized Subdivider to complete certain components of the Required Infrastructure as depicted on the plans and specifications detailed in the Excavation Permits (“**SIX Permit Work**”). The SIX Permits, as amended, are attached as Exhibit D. While the SIX Permits authorize the SIX Permit Work, the permits do not provide for Acceptance of such public improvements. Acceptance of the work performed under the SIX Permits shall be subject to the Acceptance provisions in Section 6 of this Agreement unless the installed facilities are found to be deficient or non-conforming to City standards and the approved SIX Permits, in which case the City reserves the right to require repair or full replacement of all, or a portion of, the facilities installed under such permits. This Agreement and the Improvement Permits issued pursuant to this Agreement shall supersede the corresponding SIX Permit upon issuance of the Improvement Permits.

K. On May 13, 2026, Subdivider requested certain deferrals of, exceptions from, and modifications to the requirements of the Subdivision Regulations pertaining to design and construction of the Required Infrastructure. After a duly noticed public hearing and in consultation with affected City departments, Public Works conditionally approved Subdivider's request, subject to certain conditions as outlined in Public Works Order No. 300046. Subdivider anticipates requesting additional deferrals of, exceptions from, and modifications to the requirements of the Subdivision Regulations, and the Vesting Tentative Map as part of Subdivider's application for the Improvement Permits associated with this Agreement, and Public Works shall hold a public hearing on these requests and may approve, conditionally approve, or deny such requests.

L. The Code provides that before a final subdivision map or parcel map is approved by the City, the Subdivider shall have either (i) installed and completed all of the public improvements required by the City and detailed in the plans and specifications approved by the Director, or (ii) entered into an agreement with the City to install and complete, free of liens, all such public improvements within a definite period of time and provided appropriate security to ensure satisfactory completion of the work.

M. The DDA requires Subdivider to provide "**Adequate Security**" (as defined in the DDA) to OCII, which can be replaced or reduced when Subdivider subsequently provides security to the City as required under the Code in order to secure the obligations covered by the Adequate Security. The City and the Subdivider desire to enter into this Agreement in order to permit the approval and recordation of the Final Map by the City (including the dedications contained therein), to implement the Conditions of Approval and the DMS Conditions of Approval, and to simultaneously satisfy the security provisions of the Subdivision Map Act, the Code, and the DDA.

N. Except as specifically defined herein, capitalized terms shall have the meaning given in (i) the Code, (ii) the DDA, (iii) the Subdivision Regulations, (iv) the Plans and Specifications (copies of which are on file with Public Works), and (v) the Acquisition and Reimbursement Agreement between the City, Subdivider, and OCII, dated May 22, 2019, (as may be amended from time to time, the "**Acquisition Agreement**").

O. The Director may authorize exceptions, waivers, or deferrals to the requirements of this Agreement pursuant to Subdivision Code Section 1612.

NOW, THEREFORE, in order to ensure satisfactory performance by the Subdivider under the Code, Subdivider and the City agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into this Agreement.

2. Subdivider's Obligations.

(a) Required Infrastructure. Subdivider shall, in good and workmanlike manner, furnish all necessary materials and complete the Required Infrastructure in conformity with the Plans and Specifications, which approved Plans and Specifications shall be included as Exhibits B1-B4 in a future amendment to this Agreement. The Required Infrastructure shall include the Early Phased Required Infrastructure and roadway and utility improvements within and outside of the boundary of the Final Map.

(b) Permitting. On May 12, 2026 Subdivider requested deferral of i) certain portions of the Major Phase 2 Street Improvement Plan; ii) certain portions of Offsite Harney Improvement Plan; iii) the Sanitary Sewer Pump Station Improvement Plan; and iv) certain portions of the Outfall No. 2 Improvement Plan, which are required to be in place prior to Final Map approval as specified in the project's Tentative Map Conditions of Approval and Subdivision Regulations Article VII, which the City approved subject to certain conditions including a requirement to provide a bond for the soft costs associated with the remaining design deliverables, as outlined in Section 3(a)(i) of this Agreement. This conditional approval is outlined in Public Works Order No. 300046.

(c) Completion. Subdivider shall complete the Required Infrastructure approved pursuant to each Improvement Permit in accordance with Section 6(a) below on or within two (2) years following the City's issuance of such Improvement Permit. This means that the Subdivider shall complete the Required Infrastructure approved pursuant to the Major Phase 2 Street Improvement Plan within two (2) years of issuance of the Improvement Permit for the approved Major Phase 2 Street Improvement Plan, and Subdivider shall complete the Required

Infrastructure approved pursuant to the Sanitary Sewer Pump Station Plan within two (2) years of issuance of the Improvement Permit for the approved Sanitary Sewer Pump Station Plan. Subdivider shall obtain all Improvement Permits within one (1) year of the recordation of the Final Map. The total time to complete all Required Infrastructure shall be no greater than three (3) years from the recordation of the Final Map. The periods of time provided in this condition may be extended upon application by Subdivider and approval by the Director pursuant to Section 4(b) below, or may be extended by operation of Sections 10(c) through (e) below. In reviewing such application for an extension of time, the Director shall consider reasonable construction, access and storage requirements for each adjacent project and subsequent projects.

(d) Other Required Documentation.

(i) Prior to the Director's submittal of this Agreement to the City's Board of Supervisors ("**Board of Supervisors**"), Subdivider has provided executed and recorded copies of all the documents, agreements and notices required pursuant to Exhibit E, unless deferred by the Director, in writing, until the time of a request for a Notice of Completion or earlier as required by Public Works and as specified at the time the deferral is granted, pursuant to Section 6(a). Further, certain Tentative Map Conditions of Approval and DMS Conditions of Approval have not been satisfied at the time of Final Map approval. The Director has determined that it is acceptable to defer compliance for the satisfaction of these conditions for purposes of the Subdivision Map Act, and the subject Tentative Map Conditions of Approval and DMS Conditions of Approval and the timeline for deferred compliance event for each condition are shown in Public Works Order No. 300046. All easements or offers of easements required in connection with the Required Infrastructure for which Subdivider or OCII is the fee title owner shall be recorded prior to or concurrently with the Final Map, unless deferred by Public Works.

(ii) At the time of request for a Notice of Completion, pursuant to Section 6(a), for the Required Infrastructure, Subdivider shall provide all documents required pursuant to Exhibit H and as requested by the City to enable the City's determination of completeness, plus any other material previously deferred by the Director in item (i) above, unless deferred by the Director in writing until the time of a request for Acceptance pursuant to Section 6(b) below. In addition, the Subdivider shall furnish to Public Works and, if requested, the City Department of Building Inspection, as-built plans of the completed Required Infrastructure or portion thereof, in both electronic (in a reasonably current version of AutoCAD, Adobe PDF and/or another digital format acceptable to Public Works) and Mylar formats and any reports required by any related Plans and Specifications.

(iii) At the time of a request for Acceptance of the Required Infrastructure pursuant to Section 6(b), Subdivider shall provide all the documents required pursuant to Exhibit I and as requested by the City to enable the City's determination of Acceptance, plus any other materials previously deferred by the Director pursuant to subsections (i) and (ii) above. In addition, as part of compliance with this Section 2, Subdivider shall coordinate with the City and OCII and assist in the City's and OCII's process for the subsequent dedication and Acceptance of the Required Infrastructure by (i) providing necessary maps, legal descriptions and plats for street openings, proposed easements and/or dedications for right of way or utility purposes and for relinquishment of existing rights of access and utilities associated with on-site and off-site development, and (ii) executing easement agreements or grant deeds or modifying existing easements or grant deeds consistent with the Conditions of Approval.

(e) Constructive Notice to Vertical Developers Regarding Relationship Between Public Improvements and Vertical Development.

(i) Acknowledging Subdivider's request for the deferral of the final approved Improvement Plans that would be otherwise required at the time of the final map, Public Works shall not recommend approval of building permits including but not limited to Addenda, Shoring, Service Lateral Permits for any lot created through this Final Map until Subdivider secures Improvement Permits for the Sanitary Sewer Pump Station Plan, Major Phase 2 Street Improvement Permit Plan, and Outfall No. 2 Plan and submits timeline for completion to City and OCII, provided, however, the issuance of Site Permits shall not be subject to the restriction contained in this paragraph.

(ii) Subdivider acknowledges responsibility for delivery of horizontal infrastructure to support vertical development of lots created through this map. Subdivider shall provide written notice to vertical developers of the Subdivider's obligations and requirements of this Agreement, and City shall not be liable for delays to vertical development caused by Subdivider's failure to complete infrastructure within the applicable timelines for completion.

(iii) Subdivider shall inform and notify Vertical Developers that all Required Infrastructure necessary to support occupancy of a development on a given lot created by the Final Map shall be owned, operated, and maintained by a private, third-party owner prior to Acceptance (as described in Section 6(b) of this Agreement). In the event that Subdivider or any vertical developer seeks any certificate of occupancy prior to Acceptance, then Subdivider must first obtain a Notice of Completion (as described in Section 6(a) of this Agreement) for all Required Infrastructure (including but not limited, to the extent applicable, utility facilities, roadways, sidewalks, Outfall No. 2, and the Sanitary

Sewer Pump Station) necessary to support occupancy of the development on the subject lot and Subdivider shall comply with all conditions to such Notice of Completion and Subdivider may be required to request an exception pursuant to Subdivision Code Section 1612. The conditions for approval to issue any certificate of occupancy after Notice of Completion but prior to Acceptance would include at a minimum that Subdivider shall agree to enter into utility operating agreement(s) or other similar agreements as may be required by the affected City Department(s) in their sole discretion, and Subdivider shall acknowledge responsibility for maintenance and liability of unaccepted infrastructure as described in Section 7(d) of this agreement.

3. Improvement Security.

(a) Security. Prior to the Director executing this Agreement on behalf of the City and the City releasing the Final Map for recordation, Subdivider shall furnish and deliver to the Director bonds, in favor of the City in a form approved by the City Attorney, from an issuer approved by the Director, securing the installation and completion of the Required Infrastructure as follows:

(i) Design bonds for the remaining design for any Required Infrastructure not completed at the time of this Agreement as follows:

- Design bond in the amount of \$375,127.81 (100% of estimated cost of completion of the remaining design for the deferred elements of the Major Phase 2 Street Improvement Plan not completed at the time this Agreement is executed to be attached as Exhibit J-1(a) once available); and
- Design bond in the amount of \$253,551.91 (100% of estimated cost of completion of the remaining design for

the deferred elements of the Offsite Harney Improvement Plan not completed at the time this Agreement is executed to be attached as Exhibit J-1(b) once available); and

- Design bond in the amount of \$696,649.92 (100% of estimated cost of completion of the remaining design for the Sanitary Sewer Pump Station Plan not completed at the time this Agreement is executed to be attached as Exhibit J-1(c) once available);

(ii) Performance bonds for the Required Infrastructure as follows:

- Performance bond in the amount of **\$86,796,169.36** (100% of estimated cost of completion of the construction and installation of Required Infrastructure under the Major Phase 2 Street Improvement Permit including any applicable SIX Permit Work, as determined by the Director) to secure the satisfactory performance of Subdivider's obligations (to be attached as Exhibit J-2 once available); and
- Performance bond in the amount of **\$8,546,674.97** (100% of estimated cost of completion of the construction and installation of Required Infrastructure under the Outfall No. 2 Improvement Permit, as determined by the Director) to secure the satisfactory performance of Subdivider's obligations (to be attached as Exhibit J-2 once available); and
- Performance bond in the amount of \$14,760,738.50 (100% of estimated cost of completion of the construction and installation of Required Infrastructure under the Offsite

Harney Improvement Permit, as determined by the Director) to secure the satisfactory performance of Subdivider's obligations (to be attached as Exhibit J-2 once available); and

- Performance bond in the amount of \$9,536,381.69 (100% of estimated cost of completion of the construction and installation of Required Infrastructure under the Sanitary Sewer Pump Station Improvement Permit, as determined by the Director) to secure the satisfactory performance of Subdivider's obligations (to be attached as Exhibit J-2 once available); and

(iii) Payment bonds or other acceptable security for the Required Infrastructure as follows:

- Payment bond in the amount of \$43,398,084.68 (50% of the estimated cost of completion of the Required Infrastructure under the Major Phase 2 Street Improvement Permit including any applicable SIX Permit Work, as determined by the Director) as guarantee of payment for the labor, materials, equipment, and services required for such Required Infrastructure (to be attached as Exhibit J-3 once available);
- Payment bond in the amount of \$4,273,337.49 (50% of the estimated cost of completion of the Required Infrastructure under the Sanitary Sewer Pump Station Improvement Permit, as determined by the Director) as guarantee of payment for the labor, materials, equipment, and services required for such Required Infrastructure (to be attached as Exhibit J-3 once available).

- Payment bond in the amount of \$7,380,369.25 (50% of the estimated cost of completion of the Required Infrastructure under the Outfall No. 2 Improvement, as determined by the Director) as guarantee of payment for the labor, materials, equipment, and services required for such Required Infrastructure (to be attached as Exhibit J-3 once available).
- Payment bond in the amount of \$4,768,190.84 (50% of the estimated cost of completion of the Required Infrastructure under the Off-site Harney Improvement Permit, as determined by the Director) as guarantee of payment for the labor, materials, equipment, and services required for such Required Infrastructure (to be attached as Exhibit J-3 once available).

(iv) Monument bonds in the total amount of \$309,795.64 , representing 100% of the cost of installation of the monuments as guarantee of payment for the labor, materials, equipment, and services required for Required Monuments (Exhibit J-4). Subdivider posted monument bonds in accordance with Government Code Section 66496; the security arrangement described in Section 3(a) and (b) applies only to the security required by Sections 3(a)(i) - (iii), and does not apply to the monument bonds required by this Section 3(a)(iv).

(v) Security for Outfall No. 4 Improvements. The City has conditionally agreed to allow the Project to connect a small stormwater tributary area into the existing combined sewer system in the vicinity of Arelious Walker Drive and Gilman Avenue with the condition that infrastructure bonds be provided for the full cost of Outfall No. 4 facilities (including outfall structure, separated storm drain and sanitary sewer pipes and appurtenances and temporary roadway improvements) which is required for functionality of this portion of the project to operate

as separated storm drain and sanitary sewer systems (“**Outfall No. 4 Bond**”). The Outfall No. 4 Bond shall be provided prior to the Director’s execution of this Agreement and attached as Exhibit J-5. Outfall 4 will be developed as part of a future Major Phase and will be subject to a future public improvement agreement in connection with a future phased final map. As part of the applicable future public improvement agreement and phased final map, the Subdivider will provide bonding for the construction of Outfall No. 4 and improvements associated with the phased final map. Once the Subdivider provides bonds for the construction of Outfall No. 4 in connection with a future phased final map and public improvement agreement, the Subdivider may immediately seek the release of the Outfall No. 4 Bond and the City shall cooperate and assist the Subdivider as needed to seek the release of the Outfall No. 4 Bond.

(vi) Security for SIX Permit Work. The City acknowledges that Subdivider has already provided performance bonds and labor and material bonds for the SIX Permit Work authorized under the SIX Permits in the amount of \$35,396,393.21 (“**SIX Permit Bond**”). Pursuant to the SIX Permits, Subdivider provided security for the full cost of constructing and installing the SIX Permit Work and no additional security shall be required for the SIX Permit Work pursuant to this Agreement. The bonds provided for the Major Phase 2 Street Improvement Permit include the SIX Permit Work. Once the Subdivider provides the bonds described in paragraphs (ii) and (iii) above, the Subdivider may immediately seek the release of the SIX Permit Bond and the City shall cooperate and assist the Subdivider as needed to seek the release of the SIX Permit Bond.

(vii) Security for Ingerson Surface Improvements. Prior to the Director’s execution of this Agreement, the Subdivider shall furnish a bond for permanent surface improvements within Ingerson Avenue

(“**Ingerson Roadway Bond**”). The Ingerson Roadway Bond is attached as Exhibit J-6. The permanent surface improvements within Ingeson Avenue will be developed as part of a future Major Phase and will be subject to a future public improvement agreement in connection with a future phased final map. As part of such applicable future public improvement agreement and phased final map, the Subdivider will provide bonding for the construction of the permanent Ingerson Avenue surface improvements. Once the Subdivider provides bonds for the permanent Ingerson Avenue surface improvements in connection with a future phased final map and public improvement agreement, the Subdivider may immediately seek the release of the Ingerson Roadway Bond and the City shall cooperate and assist the Subdivider as needed to seek the release of the Ingerson Roadway Bond.

(viii) Security for future West Harney Way Roadway and Utility Improvements. Prior to the Director’s execution of this Agreement, the Subdivider shall furnish a bond for permanent improvements associated with the Sanitary Sewer Pump Station proposed to be located within the portion of West Harney Way located between Ingerson Avenue and Edward J. Debartolo Jr. Lane (“**Future West Harney Way Roadway and Utility Bond**”). The Future West Harney Way Roadway and Utility Bond is attached as Exhibit J-7. The permanent roadway and utility improvements required for functionality of the Sanitary Sewer Pump Station and acceptance of the street located within future West Harney Way will be developed as part of a future Major Phase and will be subject to a future public improvement agreement in connection with a future phased final map. As part of such applicable future public improvement agreement and phased final map, the Subdivider will provide bonding for the construction of the permanent roadway and utility improvements within Future West Harney Way. Once the Subdivider provides bonds for such improvements in connection with a future phased final map and public improvement

agreement, the Subdivider may immediately seek the release of the Future West Harney Way Roadway and Utility Bond and the City shall cooperate and assist the Subdivider as needed to seek the release of the Future West Harney Way Roadway and Utility Bond.

(ix) Security for Future Harney Way Roadway and Utility Improvements. Prior to Acceptance of any of the Required Improvements, Subdivider shall furnish a bond for a permanent maintenance road, including all utility facilities required to enable City's future Acceptance of the permanent maintenance road along the Outfall No. 2 Infrastructure alignment within the Vesting Tentative Map subdivision boundary ("**Future Harney Way and Future Gilman Avenue Maintenance Road Bond**") which are located within Future Harney Way (north of Candlestick Park Drive) and Future Gilman Avenue (east of Future Harney Way) extending to where it terminates at the boundary of the State Parks property. The requirement to furnish the Future Harney Way and Future Gilman Avenue Maintenance Road Bond shall be deferred if, prior to the City's Acceptance of any of the Required Infrastructure, Subdivider is diligently pursuing the development of subsequent development phases and the next Major Phase Approval includes this requirement as a condition of approval. In the case of such deferral, the public improvement agreement for the next phase of development shall provide for the further deferral of the Future Harney Way and Future Gilman Avenue Maintenance Road Bond to the Acceptance of the required infrastructure for that respective development phase. Developer is deemed to be diligently pursuing subsequent phases so long as it is in compliance with the Schedule of Performance, Exhibit D to the DDA, including any authorized extensions thereto, as confirmed by the City for purposes of this Subsection. By way of a future amendment to this Agreement, the Future Harney Way and Future Gilman Avenue Maintenance Road and Utility Bond shall be attached as Exhibit J-8, if Subdivider is required to furnish the bond. Subdivider

shall develop designs for the permanent maintenance road and utility facilities required for the City's Acceptance of these streets along the Outfall No. 2 Infrastructure alignment as part of a future Major Phase(s). Subdivider shall present the permanent road design to the City at a date to be determined by the Parties and shall incorporate it into a future public improvement agreement in connection with a future phased final map. As part of a future public improvement agreement and phased final map, the Subdivider will provide payment and performance bonding for the construction of the permanent complete roadway and utility facilities within Future Harney Way and Future Gilman Avenue. Once the Subdivider provides bonds for such improvements in connection with a future phased final map and public improvement agreement, the Subdivider may immediately seek the release of the Future Harney Way and Future Gilman Avenue Maintenance Road Bond, and the City shall cooperate and assist the Subdivider as needed to seek the release of the Future Harney Way and Future Gilman Avenue Maintenance Road Bond.

(b) Additional Security. Since the Subdivider has requested deferral of certain portions of the improvement plans to be completed following recordation of the Final Map as further set forth in Public Works Order 300046, at the time each such deferred improvement plan is completed whether as part of the initial Permit or subsequent Instructional Bulletins, the Subdivider shall provide the City an updated cost estimate to complete the Required Infrastructure under the applicable improvement plan ("**Updated Cost Estimate**"). The City will expeditiously review the Updated Cost Estimate. If, based on new information provided by Subdivider, including but not limited to any Plan Revision, the City Engineer determines that the construction cost estimates have increased or decreased relative to the amount of Security provided under this agreement including contract adjustments made for any amendments pursuant to Section 4(c) of this agreement, the City may require the Security to be adjusted accordingly, which may require additional bonds be delivered to Public Works to ensure the Security accounts for the actual amount required to complete the Required Infrastructure. Subdivider shall timely furnish and deliver to the Director additional bonds in compliance with subsections (a)(i)–(vi) above.

(c) Other Acceptable Security. In lieu of providing any of the security described in Sections 3(a) and 3(b) above, Subdivider may, subject to the approval of the Director, provide other security as described in Section 66499 of the Government Code. Any security provided under Section 3(a), Section 3(b) or this Section 3(c) shall be referred to collectively as the “**Security.**”

(d) Use of Security. If the Required Infrastructure is not completed within the time periods specified in Section 2(c) and such period is not extended by the City or as otherwise provided under this Agreement, or Subdivider has not satisfactorily corrected all deficiencies during the Warranty Period, the Security may, by resolution of the Board of Supervisors, be used by the City for completion of the Required Infrastructure in accordance with the Plans and Specifications and for the correction of any such deficiencies.

(e) DDA Security. Nothing in this Agreement shall alter the City, OCII, or Subdivider’s rights and remedies under the DDA or the security to be provided by Subdivider under the DDA, except as provided in the DDA.

4. Construction of the Required Infrastructure.

(a) Permits and Fees. Subdivider shall not perform any Required Infrastructure work until all required permits have been obtained for the portion of work involved, and all applicable fees, including inspection and testing fees, have been paid. In addition, no work shall commence until the Subdivider has submitted to the City and City has approved all required items described in Section 2(d) and any additional requirements of and authorizations specified in the Code, Subdivision Regulations, Conditions of Approval, and this Agreement, unless the Director, in his or her discretion, has granted a written deferral for one or more of these materials.

(b) Extensions. The Subdivider may request an extension of the time period specified in Section 2(c) for completion of the Required Infrastructure by written request to the Director. A request shall state adequate evidence to justify the extension and shall be made upon Subdivider’s determination that it cannot reasonably meet the deadline in the time remaining for completion. The Director may request additional information and shall in good faith attempt to

determine within thirty (30) days of the request whether to grant an extension of time. The Director's failure to respond within the time specified shall, however, not constitute either a grant or denial of the requested extension. The time for completion additionally shall be automatically extended for the number of days past thirty (30) during which a request for an extension is pending a determination by the Director, as well as during any Excusable Delay or Developer Extension as provided in Section 10(c) – (e). The Director shall not unreasonably withhold a request for an extension. The Director may reasonably condition an extension subject to the terms of this Agreement and the conditions provided in the Code, including execution of an extension agreement and the extension of any security. No extension approved hereunder shall limit or relieve a surety's liability, or provide an extension on any future obligation under this Agreement or the DDA, if applicable (except as expressly stated in the approved extension).

(c) Revisions to Plans and Specifications. Requests by the Subdivider for revisions, modifications, or amendments to the approved Plans and Specifications (each a "**Plan Revision**") shall be submitted in writing to the Director (with a copy to the Director's designee). Subdivider shall not commence construction of any proposed Plan Revision without approval by Public Works and until revised plans have been received and approved by the Director (or the Director's designee), generally in the form of an Instructional Bulletin ("**IB**") to the approved Permit Plans and Specifications. If the Director or his or her designee approves an IB, such approval shall be considered the Director's approval for purposes of this Subsection.

(i) Any Infrastructure Plan amendments or other related documentation required for a Plan Revision shall be processed with reasonable promptness, and approval of the Plan Revision shall not be deemed final until the amendment or other documentation has been completed.

(ii) Any Plan Revision request, to be generally submitted as an IB to the approved Permit Plans and Specifications, shall be accompanied by (A) a statement explaining the need for or purpose of the proposed revision, and (B) drawings and specifications and other related documents showing the proposed Plan Revision in reasonable detail,

consistent with the original Plans and Specifications, and (C) estimated cost of additional work.

(iii) Based on any Plan Revision, the City may require additional security pursuant to Section 3(b).

5. Release of Security. The Security, or any portions thereof, not required to secure completion of Subdivider's obligation for construction or installation of the Required Infrastructure, to satisfy claims by contractors, subcontractors, and/or persons furnishing materials or equipment, or for setting monuments set forth on the Final Map, shall be released to the Subdivider, or its successors in interest, or reduced, pursuant to the procedures below as appropriate:

(a) Warranty Bond. Upon the Director's issuance of a Notice of Completion for a portion of the Required Infrastructure in accordance with Section 6(a), the Security shall be reduced as to that portion of the Required Infrastructure in accordance with Section 1670 of the Code. As to that portion of the Required Infrastructure, the Security remaining following such reduction is referred to herein as the "**Remaining Security**," which term shall also refer to all Security remaining after any release under this Subsection following the Director's issuance of a Notice of Completion for the final portion of Required Infrastructure.

(b) Partial Release of Security. Notwithstanding the release provisions in Section 5(a) and except as provided in Section 5(c), the Security may be reduced in conjunction with completion of any portion of the Required Infrastructure to the satisfaction of the Director in compliance with Section 6(a) hereof by an amount determined by the Director that equals the actual cost of the completed portion of the Required Infrastructure. The Subdivider may request a partial release of Security pursuant to this Section by submitting a request to the City, provided however, that if the total construction cost estimate (including all contract and cost adjustments pursuant to Section 4(c)) of the Required Infrastructure that has not been completed (the "**Remaining Construction Cost**") exceeds the amount of the Security, the City shall not authorize a Partial Release of Security that would decrease the amount of the Security below the Remaining Construction Cost. Prior to the date that the conditions set forth in Section 5(c) are satisfied, in no event, however, shall the amount of the Security be reduced below the greater of

(i) the Remaining Construction Cost and any other obligation imposed by the Subdivision Map Act, the Code, or this Agreement; or (ii) ten percent (10%) of the total construction cost estimate (including all contract and cost adjustments described above), as may be increased pursuant to Section 3(b).

(c) Release of Remaining Security. Remaining Security shall be released when all of the following have occurred:

(i) One (1) year following the date of Acceptance (as defined below) of (or, as appropriate, a Certificate of Conformity as defined below) regarding the relevant portion of the Required Infrastructure, or, with respect to any specific claim of defects or deficiency in Required Infrastructure after such has been Accepted, one (1) year following the date that any such defect or deficiency which the Director identified in the Required Infrastructure in accordance with Section 9(a) has been corrected or waived in writing by the Director; and

(ii) The Clerk of the Board of Supervisors (or the Clerk's designee) certifies that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the Required Infrastructure have been filed against the City, all such claims have been satisfied, withdrawn, or otherwise secured by bond or other security approved by the Director (or the Director's designee).

(d) Retention of Security. Security provided in connection with Sections 3(a)(vii), (viii), and (ix) shall not be released until it is superseded by a Payment and Performance Bond in connection with a future Phase Final Map and Public Improvement Agreement as described in Section 3 above.

## 6. Completion and Acceptance.

(a) Director's Inspection. No less than ninety (90) days prior to the date that Subdivider intends to request the Director issue a Notice of Completion, Subdivider shall make a written request to the Director of the Subdivider's intent to initiate the Notice of Completion

process (“**Letter of Intent to Request Notice of Completion**”). Upon written request from the Subdivider for a “**Notice of Completion**” as defined in the Code, accompanied with any and all materials that are required under Section 2(d)(ii) related to the Notice of Completion and any other materials that the Director deferred in writing at the time of approval of this Agreement (other than those materials that the Director has deferred until Acceptance), the Director shall initiate the inspection. If the Subdivider fails to submit a Letter of Intent to Request Notice of Completion, the Director need not consider the Subdivider’s request for the Director’s issuance of a Notice of Completion until such a Letter of Intent to Request Notice of Completion is submitted to the Director and ninety (90) days have passed from the submission of the Letter; provided, however, that the Director, in his or her discretion, may agree in writing to a period of less than ninety (90) days from receipt of the Letter to consider Subdivider’s request for the issuance of a Notice of Completion. Upon completion of inspection, if the Director determines that the Required Infrastructure is ready for its intended use and completed in substantial conformity with the Plans and Specifications, approved IBs, and applicable City Regulations, the Director shall issue the Notice of Completion. If the Director determines that the Required Infrastructure has not been completed or does not satisfy the above requirements, the Director shall notify Subdivider of such determination together with a statement setting forth with particularity the basis for that determination and a comprehensive set of comments documenting corrections necessary to render the Required Infrastructure ready for its intended use and substantially complete for purposes of conformance with the Plans and Specifications, approved IBs, and applicable City Regulations (“**Incompleteness Determination**”). The City acknowledges Subdivider may seek multiple Notices of Completion for portions of Required Infrastructure. The Director, in consultation with affected City Departments, may consider issuing multiple Notices of Completion and any such Notices of Completion may be subject to additional conditions including but not limited to an extended warranty period, as may be applicable. In no case shall a Notice of Completion be granted for any City street reliant upon Outfall No. 2 and the Sanitary Sewer Pump Station prior to the issuance of the Notices of Completion for Outfall No. 2 and the Sanitary Sewer Pump Station.

(b) Acceptance. “**Acceptance**” by the City of the Required Infrastructure, or portion thereof, for public use and maintenance shall be deemed to have occurred when:

(i) The Director has issued a Notice of Completion for the Required Infrastructure in accordance with Section 6(a); and

(ii) The Subdivider submits a written request to the Director to initiate acceptance legislation or other appropriate action, before the Board of Supervisors as appropriate. Such submission shall include the materials listed in Exhibit I and any and all materials for which the Director authorized deferral under Section 2(d); and

(iii) The Board of Supervisors by ordinance or other appropriate action, accepts the Required Infrastructure, or portion thereof, for public use and maintenance in accordance with the provisions of San Francisco Administrative Code Section 1.52 and Subdivider's maintenance and warranty obligations under Section 9(a) of this Agreement.

(c) Subdivider's and OCII's Offers of Dedication. The owners' statements of the Final Map include or shall include certain irrevocable offers of dedication of improvements, easements shown only on the map, easements by agreement, and real property in fee simple. In addition, the offers of dedication of improvements shall be made by separate instrument(s); the offers of dedication of real property in fee simple shall be made by separate instrument(s) and separate grant deed(s) or quitclaim deed(s), as applicable; and the offers of dedication of easements and separate easement agreements (if necessary) shall be made by separate instrument(s). The Board of Supervisors shall accept, conditionally accept, or reject such offers. The City, at its discretion, may accept these easements at its convenience through formal action of the Board of Supervisors or as otherwise provided in local law. The Board of Supervisors shall also by ordinance accept, conditionally accept, or reject for public right-of-way and utility purposes the Required Infrastructure (or a portion of the Required Infrastructure) in accordance with Section 6(b). The Final Map includes certain offers of dedication as more particularly set forth therein. Upon the Director's issuance of a Notice of Completion for the Required Infrastructure, or portion thereof, in accordance with Section 6(a) of this Agreement, the Board

of Supervisors shall by ordinance or other appropriate action accept, conditionally accept, or reject such offers. Acceptance of the Trust Street Infrastructure shall be subject to the Public Trust and the applicable statutory trust, as that term is defined in Section 1(c) of Chapter 203 of the Statutes of 2009; the ordinance or other action effecting such acceptance shall designate the City agency to administer the City's duties as trustee.

(d) Dedication. In addition to accepting improvements, the City shall dedicate the Required Infrastructure to public use and shall designate them for their appropriate public uses.

(e) Temporary Facilities and Privately Owned Infrastructure. Subdivider shall not offer Temporary Facilities and Private Infrastructure for dedication. This infrastructure shall be owned, operated, and maintained by Subdivider, unless the City, at its sole discretion, decides to accept Temporary Facilities at a future date. The Private Infrastructure and the Temporary Facilities are integral components of the Required Infrastructure and are necessary components of a fully functional utility system. Promptly upon Subdivider's request, the City shall inspect the Private Infrastructure and Temporary Facilities and the City shall issue a **"Certificate of Conformity"** for Private Infrastructure and Temporary Facilities to the extent they are included in the permitted infrastructure. The City Engineer's determination on a Certificate of Conformity shall be analogous to the City Engineer's determination in a Notice of Completion for Accepted Infrastructure.

(f) Acceptance of Early Phased Required Infrastructure. The Early Phased Required Infrastructure consists of the following: i) public utility improvements located within future Ingerson Avenue between Arelious Walker Drive and West Harney Way; ii) a sanitary sewer pump station and associated improvements located within future West Harney Way between Ingerson Avenue and Gilman Avenue and within future Willie Mays Park; iii) bioretention facility and associated infrastructure located within future Mini Wedge Park; and iv) Outfall No. 2 storm drain pipe and associated improvements located within future Harney Way and within property owned by OCII, State Parks, State Lands Commission, or the Port, including but not limited to manhole structures, trash capture system and intercept diversion manhole, headwall/wing-wall release structure, and a maintenance road to be maintained by Subdivider in

future streets or by CPSRA in State Parks property (“**Outfall No. 2 Infrastructure**”). Certain segments of the permanent outfall will be constructed within the boundaries of the Final Map and other segments of the permanent outfall will be constructed on property outside of the boundaries of the Final Map within future portions of Harney Way and Gilman Avenue extending over property owned by OCII, State Parks, State Lands Commission, and the Port. Pursuant to Public Works Order 300046 dated June \_\_\_\_\_, 2026, the Director authorized the dedication and acceptance of the Early Phased Required Infrastructure, subject to certain conditions, prior to the completion of the surface street improvements for Ingerson Avenue between Arelious Walker Drive and West Harney Way and park improvements in future Willie Mays Park and Mini Wedge Park and the completion of future streets outside of the Final Map boundaries. The term Early Phased Required Infrastructure does not imply that the City shall Accept these facilities prior to the Acceptance of any Required Infrastructure reliant upon Outfall No. 2 and the Sanitary Sewer Pump Station.

7. Subdivider’s Maintenance Responsibility.

(a) General Maintenance and Liability Prior to Acceptance. Prior to Acceptance, Subdivider shall be responsible for the maintenance and repair of the Required Infrastructure and shall bear the liability regarding the same consistent with the Code.

(b) Maintenance and Liability Following Acceptance. Following Acceptance, and subject to Sections 7(c) and 9(a), and a future Operations and Maintenance Matrix to be included in a future amendment to this Agreement, the City shall assume the responsibility of operating and maintaining and shall be liable for such Accepted Required Infrastructure. City shall indemnify Subdivider and its officers, agents and employees from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims by third parties (“**Losses**”) to the extent first arising from and after City’s Acceptance of any applicable portion of the Required Infrastructure, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except to the extent such Loss is the result of the active negligence or willful misconduct of Subdivider. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs, and the City’s cost of investigating any claims against the City. Without limiting the generality of the

foregoing, nothing in this Agreement shall be construed to mean that Subdivider is responsible (or that City shall have right to call upon the Security) for the repair, replacement, restoration, or maintenance of the Required Infrastructure damaged by the actions of third parties following Acceptance by the City or by ordinary wear and tear or harm or damage from improper maintenance or operation of the Required Infrastructure by the City, its agents or its agencies.

(c) Global Master Encroachment Permit. A “**Global Master Encroachment Permit**” to be approved by the Board of Supervisors shall set forth maintenance responsibilities, the assumption of liability, and other obligations for the Privately Maintained Public Infrastructure and the Privately Owned Infrastructure. Notwithstanding any Acceptance by the City, the Parties understand and agree that Subdivider, its successors or assigns as to one or more of the development parcels depicted on the Final Map, fronting property owner, or other private entity approved by the City, shall be responsible for the ongoing maintenance and liability of the Privately Maintained Public Infrastructure. The Global Master Encroachment Permit shall designate any successor or assign of Subdivider’s responsibilities thereunder. The Subdivider shall obtain the Board of Supervisors’ approval of the Global Master Encroachment Permit prior to the first Notice of Completion for any or all Required Infrastructure. Subdivider agrees that no portion of the Privately Maintained Public Infrastructure may be offered to the City or OCII for Acceptance until that infrastructure is included in an approved and executed Global Master Encroachment Permit.

(d) Protection of Required Infrastructure. OCII and Subdivider may, but shall not be obligated to, allow access by the public to portions of the Required Infrastructure that have been constructed but not Accepted for purposes of providing public access to completed vertical developments that may be issued a Temporary Certificate of Occupancy ahead of the Acceptance of the Required Infrastructure, or to facilitate public access through the Property to adjacent properties and streets. In order to protect the Required Infrastructure from damage and to minimize Subdivider’s exposure to liability until such time as the applicable Required Infrastructure, or portion thereof, is Accepted, Subdivider may erect a construction fence or other physical barrier around areas under construction, to be constructed in the future, or constructed but not Accepted, provided that Subdivider has procured all necessary permits and, as to lands owned by OCII, property rights and complied with all applicable laws. However, no

construction fence or other physical barrier may be built or maintained if the Director determines that a construction fence or other physical barrier adversely affects public health or safety by unreasonably restricting the ingress and egress of the public to and from a public right of way. For purposes of the preceding sentence, if there exists an alternative means of ingress and egress other than the Required Infrastructure, then the Director may not determine that the construction fence or other physical barrier constitutes an unreasonable restriction of ingress and egress of the public to and from a public right of way.

8. Intentionally Deleted.

9. Warranty and Indemnity.

(a) Warranty. Acceptance of Required Infrastructure by the City shall not constitute a waiver of any defects. Subdivider covenants that all Required Infrastructure constructed or installed by Subdivider shall be free from defects in material or workmanship and shall perform satisfactorily for a period (a “**Warranty Period**”) of three (3) years for pump stations and two (2) years for all other portions of the Required Infrastructure. Such Warranty Period shall begin upon the issuance of the Notice of Completion for the Required Infrastructure as specified in Section 1651.2 of the Code, except that the Warranty Period for plant materials and trees planted as part of the Required Infrastructure shall not commence until the later of: (1) the Director issues a Notice of Completion, or (2) the Director receives a certification from the City’s Construction Manager upon recommendation from the Subdivider’s Engineer of Record or Landscape Architect of Record that a plant establishment period set in accordance with the Permit Plans and Specifications has passed. During the Warranty Period, Subdivider shall, as necessary, and upon receipt of a request in writing from the Director that the work be done, inspect, correct, repair or replace any defects in the Required Infrastructure at its own expense. The Subdivider shall provide an extended Warranty Period for the repaired or replaced work for a period satisfactory to the Director, not to exceed an additional two (2) years from the date the repaired or replaced work is inspected and deemed corrected. Should Subdivider fail to act with reasonable promptness to make such inspection, correction, repair or replacement, or should an emergency require that inspection, correction, repair or replacement be made before Subdivider can be notified (or prior to Subdivider’s ability to respond after notice), the City may, at its

option, upon notice to Subdivider, make the necessary inspection, correction, repair or replacement or otherwise perform the necessary work and Subdivider shall reimburse the City for the actual cost thereof. During the Warranty Period, the City shall hold the Subdivider's Security, reduced as described in Section 5, to secure performance of Subdivider's foregoing warranty obligations. Subdivider's responsibility during the Warranty Period shall include repairing defects and defective material or workmanship, but not ordinary wear and tear or harm or damage from improper maintenance or operation of the Required Infrastructure by the City, its agents or agencies.

(b) Indemnity. For purposes of this Subsection, the definition of any capitalized term shall be consistent with the DDA. Consistent with the DDA, the indemnity provided in Section 22.1 of the DDA shall apply to all work performed under this Agreement. DDA Section 22.1 is reproduced in its entirety herein and made a part of this Agreement; such incorporation shall not limit, replace or alter the effect of DDA Section 22.1. In the event of any difference between the text of DDA Section 22.1 and the reproduction herein, the DDA as executed shall govern.

Section 22.1 of the DDA:

22.1 General Developer Indemnification. Developer shall Indemnify the Agency and the City and their respective commissioners, supervisors, officers, employees, attorneys, contractors and agents (each, a "City Party") from and against all claims, demands, losses, liabilities, damage, liens, obligations, interest, injuries, penalties, fines, lawsuits or other proceedings, judgments and awards and costs and expenses (including reasonable attorneys' fees and costs, consultant fees and costs and court costs) of whatever kind or nature, known or unknown, contingent or otherwise, including the reasonable costs to the Agency of carrying out the terms of any judgment, settlement, consent, decree, stipulated judgment or other partial or complete termination of an action or procedure that requires the Agency to take any action (collectively "Losses") arising from or as a result of, except to the extent that such

Losses are directly or indirectly caused by the act or omission of a City Party, (a) the non-compliance of the Infrastructure constructed by Developer with any applicable federal, State or local laws or regulations, including those relating to access, or any patent or latent defects therein, (b) during the period of time that Developer holds title to any portion of the Project Site, the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person that shall occur in such portion of the Project Site and (c) the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person that shall occur in or around the Project Site to the extent caused by the act or omission of Developer or its agents, servants, employees or contractors.

In addition to the foregoing, Developer shall Indemnify the City Parties from and against all Losses (if a City Party has been named in any action or other legal proceeding) and all Agency Costs incurred by a City Party (if the City Party has not been named in the action or legal proceeding) arising out of or connected with contracts or agreements (i) to which no City Party is a party and (ii) entered into by Developer in connection with its performance under this DDA, including any agreement permitted under Section 7.9 of the DDA, any Assignment and Assumption Agreement and any dispute between parties relating to who is responsible for performing certain obligations under the DDA (including any record keeping or allocation under the Financing Plan), except to the extent such Losses were caused by the act or omission of a City Party. For purposes of the foregoing sentence, no City Party shall be deemed to be a “party” to a contract or agreement solely by virtue of having Approved the contract under this DDA (e.g., an Assignment and Assumption Agreement).

(c) Limitation on City Liability. The City shall not be an insurer or surety for the design or construction of the Required Infrastructure pursuant to the approved Plans and

Specifications, nor shall any officer or employee thereof be liable or responsible for any accident, loss, or damage happening or occurring during the construction of the Required Infrastructure as specified in this Agreement, except as may arise due to the negligence or willful acts or omissions of the City or any officer or employee thereof.

10. Miscellaneous.

(a) Final Map Recordation. The City, in accordance with the Code, shall record the Final Map with the County Clerk in the Official Records of the City and County of San Francisco promptly upon Board of Supervisors' approval of the Final Map. The City shall notify Subdivider and OCII of the time of recordation.

(b) Independent Contractor. In performing its obligations under this Agreement, the Subdivider is an independent contractor and not an agent or employee of the City or OCII.

(c) Litigation Extension and Excusable Delay. All time periods in this Agreement shall be extended for Excusable Delay as defined in Section 24.1 of the DDA, which is reproduced below. In the event of any difference between the text of DDA Section 24.1 and the reproduction herein, the DDA as executed shall govern.

24.1 Excusable Delay. In addition to the specific provisions of this DDA, a Party shall not be deemed to be in default under this DDA, including all Exhibits, on account in any delay in such Party's performance to the extent the delay results from any of the following (each, "Excusable Delay"):

24.1.1 "Force Majeure", which means: war; acts of terrorism; insurrection; strikes or lock-outs not caused by, or outside the reasonable control of, the Party claiming an extension; riots; floods; earthquakes; fires; casualties; acts of nature; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation not caused by, or outside the reasonable control of, the Party claiming an extension; existing environmental conditions affecting the Project Site that

are not the responsibility of Developer under a Remediation Agreement, and previously unknown environmental conditions discovered on or affecting the Project Site or any portion thereof, in each case including any delay caused or resulting from the investigation or remediation of such conditions; litigation that enjoins construction or other work on the Project Site or any portion thereof, causes a lender to refuse to fund, disburse or accelerate payment on a loan, or prevents or suspends construction work on the Project Site except to the extent caused by the Party claiming an extension; unusually severe weather; inability to secure necessary labor, materials or tools (provided that the Party claiming Force Majeure has taken reasonable action to obtain such materials or substitute materials on a timely basis); a development moratorium, as defined in section 66452.6(f) of the California Government Code, extending the expiration date of a tentative subdivision map; failure by the 49ers to vacate the Existing Stadium Site upon the expiration of the 49ers Lease; the occurrence of a Conflicting Law; and any other causes beyond the reasonable control and without the fault of the Party claiming an extension of time to perform;

24.1.2 “Economic Delay”, which means: a significant decline in the residential real estate market, as measured by a decline of more than four percent (4%) in the Home Price Index during the preceding twelve (12) month period. Economic Delay shall commence upon Developer’s notification to the Agency of the Economic Delay (together with appropriate backup evidence). Economic Delay shall continue prospectively on a quarterly basis and remain in effect in that Major Phase until the Home Price Index increases for three (3) successive quarters; provided that the cumulative total of Economic Delay in a Major Phase shall not exceed forty-eight (48) months. “Home Price Index” means the quarterly index published by the Federal Housing Finance Agency representing home price trends for the San Francisco Metropolitan Statistical Area (comprising San Francisco, San Mateo, and Marin

counties). If the Home Price Index is discontinued, Developer and the Agency shall Approve a substitute index that tracks the residential market with as close a geography to the San Francisco Metropolitan Statistical Area as possible;

24.1.3 “Administrative Delay”, which means: (i) any Governmental Entity’s failure to act within a reasonable time, in keeping with standard practices for such Governmental Entity, or within the time contemplated in the Interagency Cooperation Agreement, the Planning Cooperation Agreement, any of the Land Acquisition Agreements, the Tax Allocation Agreement, any Acquisition and Reimbursement Agreement or this DDA (after a timely request to act or when a duty to act arises); (ii) the taking of any action, or the failure to act, by any Governmental Entity where such action or failure to act is challenged by Developer or a Vertical Developer and the Governmental Entity’s act or failure to act is determined to be wrong or improper; provided, that delays caused by an applicant’s failure to submit Complete Applications or provide required information shall not, by itself, be an Administrative Delay; and (iii) any delay that by the express terms of this DDA is an Administrative Delay; or

24.1.4 “CEQA Delay”, which means: (i) such period as may be required to complete any additional environmental review required under CEQA after the certification of the Project EIR by the Planning Commission and the Agency Commission and the filing of a notice of determination following approval of the Project by the Board of Supervisors; (ii) any time during which there are litigation or other legal proceedings pending involving the certification or sufficiency of the Project EIR or any other additional environmental review, regardless of whether development activities are subject to a stay, injunction or other prohibition on development action; and (iii) any time required by the Agency or City to prepare additional environmental documents in response to a pending Application or other request for an Approval by the City or the Agency

that requires additional environmental review; provided that the Party claiming delay has timely taken reasonable actions to obtain any such Approval or action.

Notwithstanding anything to the contrary in DDA Section 24.1, the following shall not be Excusable Delay: (1) the lack of credit or financing, unless such lack is the result of Economic Delay; or (2) the appointment of a receiver to take possession of the assets of Developer or Vertical Developer, as applicable, an assignment by Developer or Vertical Developer, as applicable, for the benefit of creditors, or any other action taken or suffered by Developer or Vertical Developer, as applicable, under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute.

A party who is subject to Excusable Delay in the performance of an obligation hereunder, or in the satisfaction of a condition to the other party's performance hereunder, shall be entitled to a postponement of the time for performance of such obligation or satisfaction of such condition during the period of enforced delay attributable to an event of an Excusable Delay. If repair, replacement, or reconstruction of any Required Infrastructure (or any portion thereof) or any other public improvements is necessitated by Excusable Delay, then the time period for completion of the applicable work as provided in this Agreement shall be extended as provided in this Section 10(c), including any periods required for redesign, mobilization and other construction related requirements and such repair, replacement or reconstruction shall, as necessary, be reflected in a Plan Revision or change order in accordance with this Agreement. The period of Excusable Delay shall commence to run from the time of the commencement of the cause. The party claiming Excusable Delay shall provide notice to the other parties of such Excusable Delay within a reasonable time following the commencement of the cause. If, however, notice by the party claiming such extension is sent to other parties more than sixty (60) days after the commencement of the cause, the period shall commence to run only sixty (60)

days before the giving of such notice, provided that the party claiming the extension gives notice within a reasonable time following the commencement of the cause.

(d) Developer Extension. All time periods in this Agreement shall be extended for the period of any “**Developer Extension**” as defined in Section 24.3 of the DDA and subject to compliance with the Mitigation Measures (along with all of the following capitalized terms, as defined in the DDA), which is reproduced below. In the event of any difference between the text of DDA Section 24.3 and the reproduction herein, the DDA as executed shall govern.

#### 24.3 Developer Extension.

24.3.1 Upon receipt of the first Major Phase Approval, Developer shall obtain a “Developer Extension” equal to two (2) years. The Developer Extension shall be increased by sixteen (16) months upon receipt of each subsequent Major Phase Approval (up to a total not to exceed six (6) years), but not upon receipt of Major Phase Approval for the Stadium Major Phase, if any. On any occasion in its sole discretion, Developer shall have the right to apply the Developer Extension subject to the following limitations and procedures: (i) Developer may apply the Developer Extension only by notifying the Agency to such effect, specifying the duration of such extension; (ii) by notice to the Agency Developer may extend the duration of the extension, so long as it remains within the then unused Developer Extension, and may reduce the duration of the extension upon notification that there is an applicable Excusable Delay and Developer intends to rely on the Excusable Delay instead of the Developer Extension; (iii) subject to the limitations in Section 24.3.2 below, each extension notice shall have the effect of extending (or reducing, as the case may be) all of the Outside Dates or other date for performance occurring after the date of the notice (in each case as they may otherwise be extended) by the duration of such extension (or reduction); (iv) no such extension may be for a period

longer than the unused portion of the then current Developer Extension; and (v) any unused portion of a Developer Extension obtained upon a Major Phase Approval shall expire upon Completion of the Infrastructure for that Major Phase. Extensions pursuant to this Section 24.3 are independent of Excusable Delay and any other ground for extension permitted in this DDA.

24.3.2 A Developer Extension shall cause all future dates in the Schedule of Performance, or other date for performance occurring after the date of the notice, to be extended (in each case as they may otherwise be extended), although Developer shall not be entitled (A) to abandon any portion of the Project Site that it owns or where it has Commenced Infrastructure without first taking appropriate measures to leave the property in good and safe condition, (B) to cease paying taxes or assessments on any real property it owns within the Project Site, (C) to avoid the obligation to maintain in effect Adequate Security or other financial assurances, (D) to extend the dates for performance under Article 5, (E) to extend the dates for performance for the Alice Griffith Replacement Projects, or (F) to avoid or delay its payment obligations under Article 19, the Below-Market Rate Housing Plan, the Community Benefits Plan or elsewhere in this DDA (except to the extent that such payments are tied to the dates for the Completion of Improvements).

(e) Notification for Invocation of Developer Extension. In the event that Subdivider invokes the Developer Extension, Subdivider shall promptly provide written notice to the Director and OCII. The notice required under this Subsection shall identify the nature of the extension and the length of the extension with respect to Section 2(c) of this Agreement.

(f) Attorneys' Fees. Should any party hereto institute any action or proceeding in court or other dispute resolution mechanism (“**DRM**”) to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party, court or DRM costs or

expenses incurred by the prevailing party including, without limitation, expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as the court or DRM may adjudge to be reasonable attorneys' fees for the services rendered the prevailing party in such action or proceeding. Attorneys' fees under this Section 10(f) include attorneys' fees on any appeal.

For purposes of this Agreement, reasonable fees of attorneys and any in-house counsel for the City, OCII or the Subdivider shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for which OCII's, the City's or the Subdivider's in-house counsel's services were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the City, or, in the case of the Subdivider's in-house counsel, as employed by the outside counsel for the Subdivider.

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

In the case of a notice or communication to the Director of Public Works:

Director of Public Works  
City and County of San Francisco  
49 South Van Ness Avenue, Suite 1600  
San Francisco, CA 94103  
Attn: Shawna Gates, Infrastructure Task Force  
Reference: Candlestick Point Major Phase 2

With copies to:

Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Attn: Land Use Team  
Reference: Candlestick Point Major Phase 2

San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 13<sup>th</sup> Floor  
San Francisco, CA 94102  
Attn: Molly Petrick  
Reference: Candlestick Point Major Phase 2

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

CP Development Co., LLC  
One Sansome Street, Suite 3500  
San Francisco, California 94104  
Attn: Suheil Totah

With copies to:

CP Development Co., LLC  
c/o FivePoint  
2000 FivePoint, 4th Floor  
Irvine, CA 92618  
Attn: Legal Notices

and

Perkins Coie LLP  
505 Howard Street, Suite 1000  
San Francisco, California 94105  
Attn: Matt Gray  
Michelle Chan

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

Successor Agency to the Redevelopment Agency  
of the City and County of San Francisco  
One South Van Ness Avenue, 5th Floor  
San Francisco, CA 94103  
Attn: Executive Director

With copies to:

Successor Agency to the Redevelopment Agency  
of the City and County of San Francisco  
One South Van Ness Avenue, 5th Floor  
San Francisco, CA 94103  
Attn: Legal Division

and:

Shute Mihaly & Weinberger  
550 California Street, Suite 1200  
San Francisco, CA 94104  
Attn: Gabriel M.B. Ross

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

(A) the Section of this Agreement pursuant to which the notice is given and the action or response required, if any;

(B) if applicable, the period of time within which the recipient of the notice must respond thereto;

(C) if approval is being requested, shall be clearly marked "Request for Approval under the Candlestick Point Major Phase 2 Public Improvement Agreement"; and

(D) if a notice of disapproval or an objection which requires reasonableness, shall specify with particularity the reasons therefor.

(i) 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 Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

(ii) Any notice or request for review, consent, or other determination or action by the Director shall display prominently on the envelope enclosing such request (if any) and the first page of such request, substantially the following words: “CANDLESTICK POINT MAJOR PHASE 2 INFRASTRUCTURE: IMMEDIATE ATTENTION REQUIRED.”

(h) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto (as set forth in the DDA), and upon such transfer, the Subdivider shall be released from its obligations hereunder. Any assignment of Subdivider’s rights and obligations under this Agreement shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned and shall be subject to the reasonable approval of the Director; provided, however, that if Subdivider assigns its rights under the DDA as “Developer” (as defined therein as it relates to the affected real property), an assignment of this Agreement to the same assignee shall not require the Director’s approval so long as: (1) Subdivider provides notice of the intended transfer to the Director within five days of providing any required notice to OCII under the DDA; (2) Subdivider provides to the Director a copy of the executed DDA assignment and assumption (which includes the transfer of rights and obligations under this Agreement); (3) the assignee provides replacement bonds that are consistent with Exhibits J-1 J-2, J-3, J-4, J-5, J-6, and J-7 in the amount required to secure any remaining obligations; and (4) the assignee provides proof of adequate insurance in the amount previously provided by Subdivider and by an insurer with an equal or better credit rating; and (5) the assignee has obtained all real estate rights and can satisfy all other conditions required to complete the work contemplated by this Agreement. OCII shall not succeed to Subdivider’s obligations under this Agreement upon any exercise of reversionary rights under the DDA.

(i) [Intentionally deleted.]

(j) Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by another party, or the failure by a party to exercise its rights upon the default of another party, shall not constitute a waiver of such party's right to insist upon and demand strict compliance by the other party with the terms of this Agreement thereafter.

(k) Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than OCII, the City, and the Subdivider, any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof; and all covenants, conditions, promises, and agreements in this Agreement contained by or on behalf of OCII, the City or the Subdivider shall be for the sole and exclusive benefit of the named parties.

(l) Amendment. This Agreement may be amended, from time to time, by written supplement or amendment hereto and executed by OCII, the City, and the Subdivider. The Director of Public Works is authorized to execute on behalf of the City any amendment that the Director determines is in the City's best interests and does not materially increase the City's obligations or materially diminish the City's rights under this Agreement, including any non-material amendments to Sections 2(a) and 7(b) of this Agreement.

(m) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

(n) Interpretation of Agreement. Unless otherwise provided in this Agreement or by applicable law, whenever approval, consent or satisfaction is required of OCII, the Subdivider, or the City under this Agreement, it shall not be unreasonably withheld or delayed. Nothing in this Agreement limits the scope of review and certification of completed improvements required under Section 1651.2(b) of the Code. Captions used in this Agreement are for convenience or reference only and shall not affect the interpretation or meaning of this Agreement.

This Agreement shall in no way be construed to limit or replace any other obligations or liabilities which the parties may have in the DDA.

11. Insurance. Subdivider shall, at all times prior to Acceptance of the Required Infrastructure, comply with the insurance requirements set forth in the DDA and/or any applicable Permit to Enter. Subdivider shall furnish to the City from time to time upon request by the City's Risk Manager a certificate of insurance (and/or, upon request by the City's Risk Manager a complete copy of any policy) regarding each insurance policy required to be maintained by Subdivider.

12. Recording.

(a) Recording Agreement. The Parties to this Agreement acknowledge that this Agreement shall be recorded against the title of the Property.

(b) Purpose and Effect of Recording. This Agreement shall be recorded for the purpose of providing constructive notice to any future owner of the Property of Subdivider's obligations and responsibilities under Sections 2 and 7, respectively. This Agreement shall not be interpreted as creating a lien or security interest against any parcel against which it is recorded, or to effect any secured interest now or in the future, as the obligations hereunder are personal to Subdivider and its successors and assigns as may be authorized pursuant to Section 10(h).

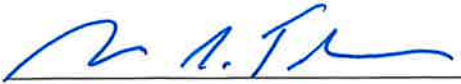
(c) Notice of Termination. At the time all the obligations and requirements specified in this Agreement are fully satisfied as determined by the Director of Public Works in consultation with OCII and the affected City departments, the Parties shall record a Notice of Termination, a form of which is contained in Exhibit K. Alternatively, Subdivider or OCII may request the Director's authorization to record a Notice of Termination with respect to an individual parcel. In evaluating such a request, approval of which shall be in the Director's reasonable discretion, the Director shall consider with respect to Required Infrastructure necessary to serve the parcel, whether: (i) all Required Infrastructure has been completed and accepted by the City, as applicable; (ii) all corresponding bond amounts have been released; (iii) all defects and punch list items have been addressed; (iv) all warranty and guarantee periods have terminated; and (v) OCII has exercised its reversionary rights under the DDA as to the subject parcel.

IN WITNESS WHEREOF, OCII, the City, and Subdivider have executed this Agreement in one or more copies as of the day and year first above written.

[SIGNATURES ON NEXT PAGE]

**SUBDIVIDER**

CP DEVELOPMENT CO., LLC,  
a Delaware limited liability company

By:   
Name: Suheil J. Totah  
Title: Vice President

**CITY AND COUNTY OF SAN FRANCISCO**

By: \_\_\_\_\_  
Carla Short  
Director of Public Works

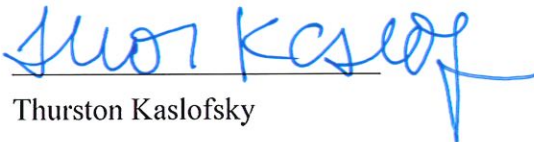
APPROVED AS TO FORM:

DAVID CHIU  
CITY ATTORNEY

By: \_\_\_\_\_  
John Malamut  
Deputy City Attorney

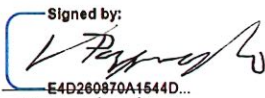
**AGENCY**

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body organized and existing under the laws of the State of California

By:   
Name: Thurston Kaslofsky  
Title: Executive Director

APPROVED AS TO FORM:

JAMES MORALES  
General Counsel

By:   
Victor Pappalardo  
Deputy General Counsel

**NOTARY ACKNOWLEDGMENT**

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

State of California )

County of San Francisco )

On June 2, 2026, before me, Cathy Pruetto, a Notary Public, personally appeared Suheil J. Totah, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Cathy Pruetto (Seal)



**NOTARY ACKNOWLEDGMENT**

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

State of California )

) ss

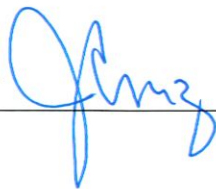
County of San Francisco )

On June 3, 2026, before me, Jaimila Santiago Cruz, a notary public in and for said State, personally appeared Thurston Kaslofsky, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



(Seal)



## LIST OF EXHIBITS

Exhibit A – Final Map

Exhibit B – Plans and Specifications (to be included in a future amendment)

- B-1: Major Phase 2 Street Improvement Plan
- B-2: Outfall No. 2 Improvement Plan
- B-3: Offsite Harney Improvement Plan
- B-4: Sanitary Sewer Pump Station Plan

Exhibit C – Estimated Costs

Exhibit D – SIX Permits (on file with the Department of Public Works)

- Street Excavation Permit No. 16E-0619
- Street Excavation Permit No. 16E-0839
- Street Excavation Permit No. 17E-0409

Exhibit E – Documentation required with Public Improvement Agreement

Exhibit F – [Intentionally Omitted]

Exhibit G – [Intentionally Omitted]

Exhibit H – List of documents required by City in order to issue a Notice of Completion

Exhibit I – List of documents required by the City in order to make a Request for Acceptance

Exhibit J – Bonds

- Exhibit J-1(a) – (c): Design Bonds
- Exhibit J-2: Performance Bonds
- Exhibit J-3: Payment Bonds
- Exhibit J-4: Monument Bond
- Exhibit J-5: Outfall No. 4 Bond
- Exhibit J-6: Ingerson Roadway Bond
- Exhibit J-7: Future West Harney Roadway and Utility Bond
- Exhibit J-8: Future Harney Way and Future Gilman Avenue Maintenance Road and Utility Bond [Reserved]

Exhibit K – Form of Notice of Termination

**EXHIBIT A**

**Final Map**

Final Map No. 12681 (Candlestick Point Major Phase 2) recorded in the Official Records on June \_\_\_\_\_, 2026 as Document No. \_\_\_\_\_, in Book \_\_\_\_\_ of Survey Maps at Pages \_\_\_\_\_.

**EXHIBIT B-1**  
**Plans and Specifications**  
**(Major Phase 2 Street Improvement Plan)**  
**[Reserved]**

**EXHIBIT B-2**

**Plans and Specifications**

**(Outfall No. 2 Improvement Plan)**

**[Reserved]**

**EXHIBIT B-3**

**Plans and Specifications**

**(Offsite Harney Improvement Plan)**

**[Reserved]**

**EXHIBIT B-4**

**Plans and Specifications**

**(Sanitary Sewer Pump Station Plan)**

**[Reserved]**

**EXHIBIT C**  
**Estimated Costs**  
**[Attached]**

**Candlestick Point Major Phase 2 Final Infrastructure Bonds**

Dated: 6/2/26

Bond Item	Type	PIA Exhibit	Final Approved Amount
<b>Phase 2 Required Infrastructure Bonds</b>			
<b>MP2 Design Bonds for Deferred Design</b>			
Deferred SIP Components	Design	J-1(a)	\$ 375,127.81
Off-Site Harney	Design	J-1(b)	\$ 253,551.91
SSPS Design	Design	J-1(c)	\$ 696,649.92
Outfall #2	Design		Not Required
<b>MP2 Infrastructure Bonds</b>			
SIP Improvements (including SIX facilities)	Performance Bond	J-2	\$ 86,796,169.36
	Payment Bond	J-3	\$ 43,398,084.68
Outfall 2 Improvements	Performance Bond	J-2	\$ 8,546,674.97
	Payment Bond	J-3	\$ 4,273,337.49
Offsite Harney	Performance Bond	J-2	\$ 14,760,738.50
	Payment Bond	J-3	\$ 7,380,369.25
SSPS	Performance Bond	J-2	\$ 9,536,381.69
	Payment Bond	J-3	\$ 4,768,190.84
<b>Future Infrastructure Bonds</b>			
Outfall #4	Future Design & Construction Bond	J-5	\$ 11,558,986.06
Ingerson Roadway - Surface Completion	Future Design & Construction Bond	J-6	\$ 4,432,861.55
Future West Harney (SSPS Perm Improvements Only)	Future Design & Construction Bond	J-7	\$ 1,108,343.46
Future Harney Way (Outfall #2 alignment)	Payment & Performance	J-8 (Reserved)	Deferred
<b>MP2 Monument Bond</b>			
Monument Bonds	Monument	J-4	\$ 309,795.64

TOTAL DESIGN BONDS \$ 1,325,329.64

TOTAL INFRASTRUCTURE & MONUMENT BONDS \$ 196,869,933.49

TOTAL BOND PRICE \$ 198,195,263.13

Approved by:



**EXHIBIT D**

**SIX Permits**

**[On File with the Department of Public Works; Excerpts Attached]**



City and County of San Francisco  
 San Francisco Public Works - Bureau of Street Use and Mapping  
 1155 Market Street, 3<sup>rd</sup> Floor · San Francisco, CA 94103  
 sfpublicworks.org · tel 415-554-5810 · fax 415-554-6161



**16E-0619**

**General Excavation Permit**

**Address : INGERSON AVE:  
 GIANTS DR intersection**

**Cost: \$1,307.50**

**Block: Lot: Zip:**

Purasant to Article 2.4 of the Public Works Code in conjunction to DPW Order 178,940, permission, revocable at the will of the Director of Public Works, to excavate and restore the public right-of-way

**CP Development Co LP**

**Name:** CP Development Co LP

**Conditions**

<b>Scope of work:</b>	to install Sanitary Sewer ahead of Street Improvement Permit for CP-02 per plans and Attachments A and B
<b>Start Date:</b>	08/01/2016
<b>End Date:</b>	08/01/2018
<b>Square Feet</b>	
<b>Street Space Linear Footage</b>	0
<b>Dimensions of trench:</b>	varies
<b>AWSS</b>	
<b>Resurfaced street</b>	
<b>USA Number</b>	required
<b>Contact247</b>	Refer to Agent
<b>Inspection</b>	This permit is invalid until the permittee contacts DPW at 554-7149 to activate the permit and schedule an inspection at least 72 hours prior to work. Failure to comply with the stated conditions will render this permit null and void.

The undersigned Permittee hereby agrees to comply with all requirements and conditions noted on this permit

Approved Date : 09/13/2016

**\*\*When drilling/excavation in the sidewalk area, entire sidewalk flag(s) must be replaced to adjacent score lines.\*\***  
 The permittee shall obtain all necessary permits from the Department of Public Health's Environmental Health Section, 1390 Market Street, Suite 210, telephone (415) 252-3800.

 9/14/16  
 Applicant/Permittee Date

Inside BSM:  
 Street Improvement Inspection

Printed : 9/13/2016 1:57:12 PM Plan Checker John Kwong



# City and County of San Francisco

San Francisco Public Works - Bureau of Street Use and Mapping  
49 South Van Ness Ave, Suite 300 - San Francisco, CA 94103  
sfpublicworks.org - tel (628) 271-2000



**16E-0839**

## General Excavation Permit

**Address :** INGERSON AVE:  
GIANTS DR intersection

**Cost:** \$1,307.50

**Block: Lot: Zip:**

Pursuant to Article 2.4 of the Public Works Code in conjunction to DPW Order 187,005, permission, revocable at the will of the Director of Public Works, to excavate and restore the public right-of-way

Major events in San Francisco the week of November 12, 2023, may necessitate street closures and traffic rerouting. As a result, Public Works-issued permits allowing work in the public right of way may be suspended temporarily per Public Works Code section 2.4.54 and section 724(f), starting as early as November 1, 2023. Once we have more details on the potential impacts, Public Works will contact you if your permit will be affected. Thank you for your understanding.

### CP Development Co LP

**Name:** CP Development Co LP

#### Conditions

<b>Scope of work:</b>	supplementing permit 16E-0619, to install Storm Drain facilities ahead of Street Improvement Permit for CP-02 per plans dated 11/04/2016 and Attachments A & B
<b>Start Date:</b>	10/24/2016
<b>End Date:</b>	08/1/2018
<b>Square Feet</b>	
<b>Street Space Linear Footage</b>	0
<b>Dimensions of trench:</b>	various
<b>AWSS</b>	
<b>Resurfaced street</b>	
<b>USA Number</b>	NA
<b>Contact247</b>	Refer to Agent
<b>Inspection</b>	

The undersigned Permittee hereby agrees to comply with all requirements and conditions noted on this permit

**Approved Date : 11/09/2016**

**\*\*When drilling/excavating in the sidewalk area, entire sidewalk flag(s) must be replaced to adjacent score lines.\*\***  
The permittee shall obtain all necessary permits from the Department of Public Health's Environmental Health Section, 1390 Market Street, Suite 210, telephone (415) 252-3800.

\_\_\_\_\_  
Applicant/Permittee

\_\_\_\_\_  
Date

Inside BSM:  
Street Improvement Inspection

**Printed : 12/31/2024 3:18:20 PM** Plan Checker

John Kwong



# City and County of San Francisco

San Francisco Public Works - Bureau of Street Use and Mapping  
49 South Van Ness Ave, Suite 300 - San Francisco, CA 94103  
sfpublicworks.org - tel (628) 271-2000



17E-0409

## General Excavation Permit

Address : JAMESTOWN AVE:  
HARNEY WAY intersection

Cost: \$1,307.50

Block: Lot: Zip:

Purasant to Article 2.4 of the Public Works Code in conjunction to DPW Order 187,005, permission, revocable at the will of the Director of Public Works, to excavate and restore the public right-of-way

Major events in San Francisco the week of November 12, 2023, may necessitate street closures and traffic rerouting. As a result, Public Works-issued permits allowing work in the public right of way may be suspended temporarily per Public Works Code section 2.4.54 and section 724(f), starting as early as November 1, 2023. Once we have more details on the potential impacts, Public Works will contact you if your permit will be affected. Thank you for your understanding.

### CP Development Co LP

Name: CP Development Co LP

#### Conditions

1. This permit is for the installation of the low pressure water (LPW) mains, recycled water (RW) mains, high pressure firefighting supply (HPFS) mains, associated service laterals and appurtenances, within current private property in Candlestick Point, as shown on the plans. The design of other utilities shown on the plans is for reference only, including but not limited to the SS force main, SS, SD, JT, surface improvements, etc. Approval of this permit is only for the LPW, RW and HPFS main and associated appurtenances and does not represent the approval of any other utility systems in the plans.
2. This excavation permit only authorizes the construction of LPW, RW and HPFS facilities; the City do not authorize construction of any other facilities until a separate Street Improvement Permit and Public Improvements Agreement (PIA) are prepared and approved by the City, which shall supersede this excavation permit for the purposes of inspection, completion, acceptance, acquisition, change orders, etc as those terms are defined in a future.
3. Instructional Bulletins, Construction Submittals and Requests for Information to this permit will only authorize design adjustments for the LPW, RW and HPFS facilities. Construction of facilities beyond what is authorized by Notes #1 and #2 above is not allowed.
4. This permit shall automatically expire 1 year from the date of issuance and may be rescinded/terminated earlier upon the issuance of a new permit at the applicant's request.
5. No excavation, demolition or utility abandonment within existing public right-of-way is authorized under this permit, including but not limited to Giants Drive,

- Jamestown Avenue, Hunters Point Expressway, Harney Way and Gilman Avenue.
6. Lotting pattern for parcels within sub-phase CP-03 and CP-04 has not been established. Service laterals to these future lots are neither approved nor authorized under this permit and may not be installed as part of this permit. Said laterals shall be finalized subsequent to City approval of a Deferred Materials Submittal on CP-03 and CP-04. Facilities within "O" Street, Earl Street, "M" Street, Candlestick Point Drive North and South, "7th" Street, "8th" Street and "9th" Street may not be installed without prior approval from the Director of Public Works.
  7. If it is determined that any laterals or fire hydrant services installed under this permit are required to be moved, removed or re-sized per the final future Street Improvement Permit, the applicant shall coordinate with SFPUC for review and approval of a lateral replacement mitigation plan, which may include water main replacement.
  8. All facilities shown in the existing Gilman Avenue and Jamestown Avenue rights-of-way in the associated plans are not authorized or approved under this permit and must be finalized and approved by the City as part of the Street Improvement Permit Plan review.
  9. At the time of permitting, the Project Specifications were not approved by the City. Prior to start of pipe installation, the applicant must revise the Specifications to the satisfaction of the SFPUC and resubmit for final approval.
  10. The issuance of this permit does not represent the automatic acceptance of these facilities. A separate street improvement as identified in Note #2 above is required, final inspections and a Determination of Completion as well as final City acceptance is necessary as part of the acceptance process.

<b>Scope of work:</b>	To install water mains within future CP-02 to -04 development area.
<b>Start Date:</b>	07/01/2017
<b>End Date:</b>	07/01/2018
<b>Square Feet</b>	
<b>Street Space Linear Footage</b>	0
<b>Dimensions of trench:</b>	
<b>AWSS</b>	
<b>Resurfaced street</b>	
<b>USA Number</b>	TBD
<b>Contact</b>	Refer to Agent
<b>Inspection</b>	

The undersigned Permittee hereby agrees to comply with all requirements and conditions noted on this permit

**Approved Date : 07/17/2017**

**\*\*When drilling/excavating in the sidewalk area, entire sidewalk flag(s) must be replaced to adjacent score lines.\*\***  
The permittee shall obtain all necessary permits from the Department of Public Health's Environmental Health Section, 1390 Market Street, Suite 210, telephone (415) 252-3800.

\_\_\_\_\_  
Applicant/Permittee

\_\_\_\_\_  
Date

Inside BSM:  
Street Improvement Inspection

**Printed : 12/18/2024 9:23:29 AM** Plan Checker John Kwong

## **EXHIBIT E**

### **Documentation Required for Public Improvement Agreement**

1. Approvable Street Improvement Plans
2. Offers of Improvements
3. Offers of Dedication including Grant Deeds or Quitclaim Deeds, as applicable
4. Offers of Easements
5. Easement Agreements
6. License Agreements, as applicable
7. Payment and Performance Bonds (or alternative form of Security); and Monument Bonds
8. Approved Ownership and Maintenance Matrix

**EXHIBIT F**

**[Intentionally Omitted]**

**EXHIBIT G**

**[Intentionally Omitted]**

## **EXHIBIT H**

### **List of documents required by City in order to issue a Notice of Completion**

1. Subdivider Request Letter for a Notice of Completion (“NOC”)
2. Contractor Substantial Completion Letter
3. Civil Engineer Certification Letter
4. Geotechnical Engineer Certification Letter
5. Landscape Architect Certification Letter
6. Corrosion Engineer Certification Letter
7. Construction Manager Completion Notice
8. City Final Punch-list Approval
9. Utility Conformance Letters
10. As-Built Plan (PDF and CAD) Approval
11. Recorded Copy of the Contractor’s Notice of Completion
12. Completed Survey Monuments
13. Infrastructure Testing Reports
14. Confirmation all RFI and Submittals Closed
15. Confirmation of Removal of all Non-Compliance Reports (“NCR”)
16. Confirmation of all approved Change Orders/Instructional Bulletins
17. Confirmation from City that Spare Parts have been provided (as applicable)
18. Confirmation from City that any conditions to SIP have been satisfied and any deferrals satisfied
19. Operation and Maintenance Manuals and special warranties (as applicable)
20. License Agreements (as applicable)
21. NOC Recommendation from Public Works and all applicable City agencies

## **EXHIBIT I**

### **List of documents required by the City in order to make a Request for Acceptance**

1. Subdivider Request for Acceptance Letter
2. Notice of Completion from Public Works
3. Lien Notification to General Contractor and Subcontractors
4. Utility Bills of Sale
5. 3rd Party Reimbursement Checks-Copies (as applicable)
6. Assignment of Warranties and Guaranties
7. License Agreements (as applicable)
8. Final form of Minor and/or Major Encroachment Permits
9. Mechanic's Lien Guarantee
10. Modified Offers of Improvements (as applicable)
11. Modified Offers of Dedication or Deeds (as applicable)
12. Modified Offers of Easements or Easements (as applicable)
13. Draft A-17 Map
14. Draft Q-20 Drawing

**EXHIBIT J-1**

**Design Bonds**

**[To be added when the Subdivider posts such bond.]**

**EXHIBIT J-2**

**Performance Bonds**

**[To be added when the Subdivider posts such bond.]**

**EXHIBIT J-3**

**Payment Bonds**

**[To be added when the Subdivider posts such bond.]**

**EXHIBIT J-4**

**Monument Bond**

**[To be added when the Subdivider posts such bond.]**

**EXHIBIT J-5**

**Outfall No. 4 Bond**

**[To be added when the Subdivider posts such bond.]**

**EXHIBIT J-6**

**Ingerson Roadway Bond**

**[To be added when the Subdivider posts such bond.]**

**EXHIBIT J-7**

**Future West Harney Roadway and Utility Bond**

**[To be added when the Subdivider posts such bond.]**

**EXHIBIT J-8**

**Future Harney Way and Future Gilman Avenue Maintenance Road and Utility Bond**

**[RESERVED]**

**[To be added when the Subdivider posts such bond.]**

**EXHIBIT K**

**Form of Notice of Termination**

RECORDING REQUESTED BY:

City and County Surveyor  
Department of Public Works  
1155 Market St. 3rd Floor  
San Francisco, CA 94103

WHEN RECORDED MAIL TO:

Property Owner  
Street  
City, State, Zip  
Attention: Property Owner/person requesting

---

Space Above This Line for Recorder's Use

NOTICE OF TERMINATION AND RELEASE  
OF  
Public Improvement Agreement  
(DOC-\_\_\_\_\_)

[Insert Date]

NOTICE OF TERMINATION AND RELEASE  
OF  
Public Improvement Agreement  
(DOC-\_\_\_\_\_)

Notice is hereby given that the Public Improvement Agreement dated \_\_\_\_\_ and recorded \_\_\_\_\_ (Document No. \_\_\_\_\_, Receipt No. \_\_\_\_\_, Reel \_\_\_\_\_ Image \_\_\_\_\_) is hereby TERMINATED and RELEASED as it pertains to the real property situated on Assessor's Block \_\_\_\_\_ Lot \_\_\_\_\_ commonly known as [insert street address] (AKA \_\_\_\_\_) between \_\_\_\_\_ Street and \_\_\_\_\_ Street in the City and County of San Francisco (the "City"), State of California, and more fully described in Exhibit "A" to this Notice of Termination and Release (hereinafter referred to as the "Property").

The Public Improvement Agreement ("Agreement") was recorded to provide notice to future owners of the Property that the Subdivider, as defined therein, is subject to certain public improvement and maintenance obligations relating to Final Map No. \_\_\_\_\_, recorded \_\_\_\_\_ 20\_\_ in the Official Records of the City, as Document No. \_\_\_\_\_. Subdivider has completed the aforementioned public improvement obligations and satisfied the maintenance obligations per the Agreement as confirmed by the Director of the Department of Public Works based on \_\_\_\_\_. The Agreement is attached hereto as Exhibit "B".

The Agreement is hereby terminated.

Dated: \_\_\_\_\_ in San Francisco, California

OWNER

By: *FORM DO NOT SIGN*  
[Note owner's signatures need to be notarized.]

APPROVED  
Department of Public Works [or other affected Department]

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

APPROVED AS TO FORM  
David Chiu, City Attorney

By: \_\_\_\_\_  
John Malamut  
Deputy City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the City and County of San Francisco, State of California, and is described as follows:

Beginning at a point . . . .

Assessor's Lot \_\_\_\_; Block \_\_\_\_\_

EXHIBIT "B"  
AGREEMENT

