

Recording Requested by:

San Francisco Public Works  
49 South Van Ness Ave.  
San Francisco, CA 94103  
Reference: Pier 70 28-Acre Site Project

When Recorded Mail to:

Gibson, Dunn & Crutcher LLP  
555 Mission Street, 30<sup>th</sup> Floor  
San Francisco, CA 94105  
Attention: Allison H. Kidd

*Exempt from recording fees under Government Code §27383*

**PUBLIC IMPROVEMENT AGREEMENT  
(PIER 70 28-ACRE SITE PROJECT)**

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Please fill in Document Title(s) above this line

This document is exempt from the \$75 Building Homes and Jobs Act Fee (per Government Code §27388.1(a)(2)(D)) because the document is a real estate instrument, paper, or notice executed or recorded by the state or any county, municipality, or other political subdivision of the state.

Affecting Assessor Parcel Numbers:

<b>Block</b>	<b>Lot</b>
3941	042
4111	005
4111	007
4111	009
4113	001
4113	002
4113	003
4114	001
4114	002
4114	004
4114	007
4114	008
4114	009
4114	010
4116	001
4116	002
4116	004
4116	008

**This page added to provide adequate space for recording information  
(additional recording fee applies)**

**PUBLIC IMPROVEMENT AGREEMENT  
(PIER 70 28-ACRE SITE PROJECT)**

This PUBLIC IMPROVEMENT AGREEMENT (PIER 70 28-ACRE SITE PROJECT) (this “**Agreement**”) dated for reference purposes only as of \_\_\_\_\_, 2020, is entered into as of \_\_\_\_\_, 2020 (the “**Effective Date**”), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California (“**City**”), the City, acting by and through the SAN FRANCISCO PORT COMMISSION (the “**Port**”), and FC PIER 70, LLC, a Delaware limited liability company, its successors and assigns (“**Subdivider**”).

**RECITALS**

A. The Port and Subdivider are parties to that certain Disposition and Development Agreement, dated as of May 2, 2018, and recorded in the Official Records of the City and County of San Francisco (the “**Official Records**”) on May 25, 2018 as Document No. 2018-K619435-00 (as may be amended from time to time, the “**DDA**”).

B. Pursuant to that certain Development Agreement dated as of May 2, 2018, by and between Subdivider and the City, and recorded in the Official Records on May 25, 2018 as Document No. 2018-K619432-00 (as may be amended from time to time, the “**DA**”), Subdivider, the City, and the Port are engaged in subdividing the property that is subject to proposed “Final Subdivision Map No. 9585 – Phase 1” (“**Final Map**”) consisting of approximately 13.4 acres, as shown therein (“**Property**”). A tentative subdivision map, entitled “Tentative Subdivision Map 9585” (“**Tentative Map**”), for the proposed subdivision of the Property was approved by the Director of the Department of Public Works (“**Director**” with references to Director also including the Director’s designee where authorized by law), acting as the advisory agency for purposes of the Subdivision Map Act and the San Francisco Subdivision Code (“**Advisory Agency**”), subject to certain requirements and conditions contained in the Director’s Conditions of Approval dated November 8, 2019 (“**Conditions of Approval**”).

C. Pursuant to the San Francisco Subdivision Code (the “**Code**”) and the 2015 San Francisco Subdivision Regulations (“**Subdivision Regulations**”), the Tentative Map, and the Tentative Map Conditions of Approval, the Final Map irrevocably offers for dedication Lots A

through F for public streets and utilities use (“**Street and Utilities Lots**”). The Final Map also identifies Lots G through K as intended for park and open space improvements that will be owned by the Port (“**Open Space Lots**”). The Subdivider is required to irrevocably offer for public dedication lots intended for park and open space improvements.

D. Pursuant to the DDA, Subdivider is obligated to construct the Horizontal Improvements described in the Pier 70 SUD Infrastructure Plan (the “**Infrastructure Plan**”) attached to the DDA and as may be amended from time to time, the Streetscape Master Plan approved by the Port on February 27, 2019, as may be amended from time to time (the “**Streetscape Master Plan**”), and the Tentative and Final Maps. The Horizontal Improvements associated with the Property are more particularly described in those certain improvement plans identified in Exhibit A (as such plans are revised from time to time, the “**Plans and Specifications**”). The Plans and Specifications provide for the construction, installation and completion of the public improvements identified therein (the “**Required Infrastructure**”). The estimated costs of completing the Required Infrastructure are described in Exhibit B hereto (the “**Estimated Costs**”). Copies of the Plans and Specifications and cost estimates are on file with the Department of Public Works (“**Public Works**”).

E. On May 2, 2018, the Port’s Executive Director (the “**Port Director**”) approved Subdivider’s Phase Submittal for Phase I of the Project, subject to the right of the Port and applicable City Agencies to subsequently review and approve Phase Improvements (through submittals of Subdivision Maps and Improvement Plans).

F. On February 5, 2019, the City’s Board of Supervisors (the “**Board of Supervisors**”) approved, by motion, Final Transfer Map No. 9597 (“**Final Transfer Map**”). The Final Transfer Map was recorded in the Official Records on February 7, 2019, as Document No. 2019-K729627-00. The Final Transfer Map created new parcels, for the purposes of sale, transfer, and financing only, in the Property.

G. Construction of the Required Infrastructure was authorized in advance of this Agreement pursuant to an Infrastructure Permitting Agreement (“**IPA**”) and Street Improvement Permit No. 19IE-00245 (the “**Permit**”), which authorizes Subdivider to construct the Required Infrastructure. All work under the IPA and Permit is being done at risk by the Subdivider. While

the IPA and Permit authorize the work described therein, the IPA and Permit do not provide for acceptance of the subject improvements; instead, work performed under the IPA and Permit is subject to the Acceptance procedures specified in Section 6 of this Agreement and the Code. Upon execution of this Agreement, this Agreement shall supersede the IPA and Permit to the extent it incorporates the security for the work thereunder. This Agreement shall govern security for, and acceptance of, any portion of the Required Infrastructure constructed pursuant to the IPA and Permit.

H. Pursuant to the IPA, Subdivider furnished (i) a Faithful Performance Bond (Bond No. CMS224065), in favor of the City, in the sum of Nineteen Million Three Hundred Fourteen Thousand Two Hundred and Eighty-Two and 00/100 Dollars (\$19,314,282.00), and (ii) a Labor and Materials Bond (Bond No. CMS224065), in favor of the City, in the sum of Nine Million Six Hundred Fifty Seven Thousand One Hundred and Forty-One Dollars and 00/100 (\$9,657,141.00) (collectively, the “**Bonds**”).

I. 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 City Engineer, or (ii) entered into a public improvement agreement (“**PIA**”) with the City to install and complete, free of liens, all of such public improvements within a definite period of time and provided appropriate security to ensure satisfactory completion of the work. The Code provides that the Board of Supervisors shall approve the PIA.

J. Upon completion, specific portions of the Required Infrastructure will be owned and maintained by the Port or its designee (the “**Port Infrastructure**”) and other portions of the Required Infrastructure will be owned by the City and maintained by the applicable City department (the “**City Infrastructure**”).

K. The City, Subdivider, and Port 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 to simultaneously satisfy the security provisions of the Subdivision Map Act, the Code, and the DDA.

L. 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 and (v) the Acquisition and Reimbursement Agreement between the City, Subdivider and Port, dated for reference purposes as of May 2, 2018 (as amended from time to time, the “**Acquisition Agreement**”).

M. On May 18, 2020, the Director held a hearing and considered Subdivider’s request regarding certain exceptions to the Code and regulations pertaining to the design and construction of non-standard streetlights, and deferrals of certain Conditions of Approval. On September 8, 2020, the Director issued Order No. 203570, granting the request (“**Director’s Order No. 203570**”).

N. The Conditions of Approval provide that the City shall not accept maintenance or liability responsibility for any public improvement to be dedicated to the City until the Board of Supervisors accepts such improvements for City maintenance and liability purposes as part of a complete street. However, the City, in its sole discretion, may agree to operate and/or maintain any such public improvement to be dedicated prior to Board of Supervisors action pursuant to an agreement with the Subdivider, which shall address all costs related to operation, maintenance, and liability for each public improvement subject to the agreement, in addition to any other conditions that the City deems appropriate. The Conditions of Approval provide that the City shall approve the terms of said agreement no later than the Subdivider’s submission of the Final Map Check Print and the agreement shall be included as an exhibit to the Public Improvement Agreement.

O. In accordance with the Conditions of Approval, the Subdivider and City have agreed to the form of agreement attached hereto as Exhibit K (the “**Water and Sewer Facility License**”), pursuant to which the City will operate the low pressure water line, reclaimed water line, high pressure water main, and combined sewer force main in 20th Street, and low pressure water facilities within Phase 1, each as more particularly described therein (the “**Licensed Water Facilities**”). As more particularly set forth therein (and in the case of a conflict between this recital and the terms of the SFPUC Operating Agreement, the SFPUC Operating Agreement shall prevail), the SFPUC Operating Agreement does not authorize the Subdivider to request inspection

for purposes of Notice of Completion for the Licensed Water Facilities in advance of the date otherwise permitted hereunder and under the Conditions of Approval and the operation and maintenance of the Licensed Water Facilities by the City under the SFPUC Operating Agreement shall not change, impact or otherwise modify Subdivider's warranty of the Licensed Water Facilities which shall begin as set forth herein. The form of SFPUC Operating Agreement does not apply to any other public improvement described in Recital N.

NOW, THEREFORE, in order to ensure satisfactory performance of the Subdivider under the Code, Subdivider, Port, 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 as described in Exhibit A and to the satisfaction and approval of the Director and/or Port Director, as appropriate for Port Infrastructure.

(b) Completion. Subdivider shall complete the Required Infrastructure on or within two (2) years following the recordation of the Final Map. The period 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 Section 9(c) 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.

(c) Other Required Documentation.

(i) Prior to the Director's submittal of this Agreement to the Board of Supervisors, Subdivider has provided executed and recorded copies of all the documents, agreements and notices required pursuant to Exhibit C, unless deferred by the Director, in writing, until the time of a request for a Notice of Completion, pursuant to Section 6(a).

Further, certain tentative map conditions 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 and deferred compliance event for each condition is shown in Exhibit D. In addition, Subdivider has supplemented the IPA Bonds with Security in an amount that collectively satisfy Section 3(a) of this Agreement.

(ii) At the time of request for a Notice of Completion, pursuant to Section 6(a), for the Required Infrastructure, or portion thereof (to the extent permitted by Section 6(e)), Subdivider shall provide all documents required pursuant to Exhibit E, 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 applicable completed Required Infrastructure in both electronic (in a reasonably current version of AutoCAD and/or another digital format acceptable to Public Works, provided, however, that it will be deemed acceptable if such as-built plans conform with Section 13.5 of the DDA) and Mylar formats and any reports required by any related Plans and Specifications.

(iii) At the time of a request for Acceptance, pursuant to Section 6(b), of the Required Infrastructure, or portion thereof (to the extent permitted by Section 6(e)), Subdivider shall provide all the documents required pursuant to Exhibit F, 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 Port and assist in the City and Port'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.

(iv) Consistent with ICA section 4.6(c)(ii), the City will introduce a legislative package for acceptance of Required Infrastructure to the Board of Supervisors with a goal of final passage within 6 months after the date of Subdivider's submission of the documentation required in Exhibit F. The Director, in his discretion, shall determine whether Subdivider has satisfactorily submitted all documentation in compliance with Exhibit F. In no event shall the Director have an obligation to submit a legislative package recommending acceptance of any street segment that includes: (1) improvements for which the Director determines that significant NOC punchlist items remain outstanding, or (2) laterals, sidewalk, and streetscape improvements for which the City has not issued NOC, unless the Director has authorized the deferral of those improvements pursuant to an exception request. Subdivider agrees to not seek a full street license from the City for any street needed for issuance of a Temporary Certificate of Occupancy within 7 months from the date the Director determines that Subdivider's submission of documentation required by Exhibit F for that street segment is complete.

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 a completion guaranty, in favor of the City, securing the installation and completion of a portion of the Required Infrastructure identified on Exhibit G-1 attached hereto (the "Guaranty").



(b) Acknowledgement of Security Posted as of Effective Date. The City acknowledges that pursuant to the IPA, Subdivider has already furnished the Bonds pursuant to the IPA. A copy of the executed Bonds are attached hereto as Exhibits G-2 and G-3. Excepting the Guaranty, Subdivider need not provide any additional security to secure the Required Infrastructure under this Agreement except as provided in this Section 3. If the Director determines, in his sole discretion, that the amount of the Bonds are insufficient to secure the satisfactory performance of Subdivider's obligations to complete the construction and installation of the Required Infrastructure, Subdivider shall supplement the cost estimates and bond amounts accordingly, so long as the bond amounts or other Security, as defined below, conform to the following formulas:

(i) In the case of performance bonds, 100% of estimated cost of completion of the construction and installation of Required Infrastructure as determined by the Director in accordance with the requirements of the Subdivision Map Act, Code and Regulations; and

(ii) In the case of payment bonds, or other acceptable Security, 50% of the estimated cost of completion of the Required Infrastructure as determined by the Director in accordance with the requirements of the Subdivision Map Act, Code and Regulations.

(c) Other Acceptable Security. In lieu of providing any of the security described in Section 3(a) and/or Section 3(b), Subdivider may, subject to the approval of the Director, provide a deposit or 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(b) 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) Use of Security by Port. The parties acknowledge that the Required Infrastructure serving Parcel C2A (the “Affordable Housing Parcel Required Infrastructure”) is necessary for Developer to fulfill its obligations under the DDA for the delivery of the applicable Affordable Housing Parcel. If (i) the Affordable Housing Parcel Required Infrastructure is not completed within the time periods specified in Section 2(b) (including, without limitation, the extension rights referenced therein) and such period is not extended by the City, or Subdivider has not satisfactorily corrected all deficiencies during the Warranty Period, and (ii) the Board of Supervisors has not adopted a resolution to use the Security therefor within six months after the expiration of the applicable time periods, then the Security may, by resolution of the Port Commission, be used by the Port for completion of the Required Infrastructure in accordance with the Plans and Specifications and for the correction of any such deficiencies to ensure that the Affordable Housing Parcel Required Infrastructure obligations are satisfied.

(f) DDA Security. The security requirements of this Agreement shall be read and constructed in accordance with the requirements of the Code and the DDA. Nothing in this Agreement shall alter the City, Port, 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 Required Infrastructure.

(a) Permits and Fees. Subdivider shall not perform any Required Infrastructure work until all required permits have been obtained for the component or 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(c) 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(b) 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 as provided in Section 9(c). 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 (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). If the Director or his or her designee approves an instructional bulletin, 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 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.

(d) Request for Deferred Laterals and Other Improvements. Subdivider has not received authorization to defer the construction and installation of certain laterals needed for vertical development. As of the date of this Agreement, Subdivider has started construction of the streets surrounding building lots for Phase 1 vertical parcels 2, D, C2A, and C2B, but has not installed laterals for the vertical buildings in those lots. If Subdivider intends to defer the construction and installation of water laterals, sidewalks, and related streetscape improvement, Subdivider must request an exception from the Subdivision Code and Regulations within 60 days of this Agreement. Subdivider agrees that the request for deferral of any improvements is subject to the discretion of the City Engineer, and agrees to comply with any reasonable conditions imposed in granting this request. In no event shall Subdivider receive NOC for any street segment which contains improvements that have been deferred absent the Director's approval of such deferral.

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 (the bond for such monuments is appended hereto as Exhibit G-4), shall be released to the Subdivider, or its successors in interest, or reduced, pursuant to the procedures below as appropriate:

(a) Release of Security Upon Notice of Completion. 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 in accordance with the same procedures for release or reduction of the Security set forth in Section 1770 of the Code. As to that portion, 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), the Security may be reduced in conjunction with completion of the Required Infrastructure, or any portion thereof, to the satisfaction of the Director in compliance with Section

6(a) hereof to an amount determined by the Director that equals the actual cost of the applicable completed Required Infrastructure. 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 amount required to guarantee the completion of the remaining portion of the Required Infrastructure and any other obligation imposed by the Subdivision Map Act, the Code or this Agreement; or (ii) ten percent (10%) of the original amount.

(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 regarding) the relevant portion 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 8(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).

6. Completion and Acceptance.

(a) Director's Inspection. No sooner than ninety (90) 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 such term is used in Code Section 1751.2)

accompanied with any and all materials that are required under Section 2(c)(iii) related to the Notice of Completion and any other materials that the Director deferred in writing at the time of approval of this Agreement, the Director shall initiate the inspection procedures set forth in Section 4.5 of the Memorandum of Understanding Regarding Interagency Cooperation (Pier 70 Waterfront Site), between City and Port, dated as of May 2, 2018 (the "ICA"). 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 issuance of a Notice of Completion. If the Subdivider fails to submit a Letter of Intent to Request Notice of Completion, the Director shall nonetheless commence to consider the Subdivider's request for the Director's issuance of a Notice of Completion. If the Director determines that the Required Infrastructure has not been completed or does not satisfy the above requirements, Director shall notify Subdivider of such determination together with a statement setting forth with particularity the basis for that determination. If the Director determines that the Required Infrastructure has been completed and meets the above requirements, the Director shall issue the Notice of Completion.

(b) Acceptance. "Acceptance" by the City of the Required Infrastructure and by the Port of the Port Infrastructure, or portion thereof (to the extent permitted by Section 6(e)), 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, or portion thereof (to the extent permitted by Section 6(e)), in accordance with Section 6(a);

(ii) The Subdivider submits a written request to the Director or, for the Port Infrastructure, to the Port Director, to initiate acceptance legislation or other appropriate action, before the Board of Supervisors, or the Port Commission, as appropriate for Port Infrastructure. Such submission shall include any and all materials for which the Director

authorized deferral under Section 2(c), and any other materials that the Director deems necessary to provide the required authorizations and certifications to the Board of Supervisors as part of the acceptance legislation; and

(iii) The Board of Supervisors or Port Commission, as appropriate for Port Infrastructure, by ordinance or other appropriate action, accepts the Required Infrastructure, or portion thereof (to the extent permitted by Section 6(e)), 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 and Section 8(a) of this Agreement.

(c) 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, and easements by agreement. 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); and the offers of dedication of easements shall be made by separate instrument(s). The Board of Supervisors, or the Port Commission for Port Infrastructure, 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 or as part of the Board of Supervisors' initial approval of the project encompassed within the Pier 70 Special Use District. The Board of Supervisors, or the Port Commission for the Port Infrastructure, shall also by ordinance accept, conditionally accept, or reject for public right-of-way and utility purposes the Required Infrastructure, or portion thereof (to the extent permitted by Section 6(e)), in accordance with Subsection 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 (to the extent permitted by Section 6(e)), in accordance with Section 6(a) of this Agreement, the Board of Supervisors, or the Port Commission for the Port Infrastructure, shall by ordinance or other appropriate action accept, conditionally accept, or reject such offers. Each shall

also accept, conditionally accept, or reject offers of any portions of the Required Infrastructure that were not included in such previous offers of dedication.

(d) Dedication. In addition to accepting improvements, the City and Port shall dedicate the Required Infrastructure to public use and shall designate them for their appropriate public uses, pursuant to the Acceptance and Maintenance Memorandum of Agreement, being negotiated between the City and the Port, and as may be amended from time to time.

(e) Completion and Acceptance of Portion of Required Infrastructure. Subdivider may request a Notice of Completion and Acceptance of the Required Infrastructure by street segment so long as such street segment complies with the requirements of Section 4.6(a) of the ICA.

(f) ICA Controls if Conflict. To the extent that any provision of this Agreement would conflict with the ICA and Acceptance and Maintenance Memorandum of Agreement, the ICA and Acceptance and Maintenance Memorandum of Agreement shall prevail.

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 Code Section 1751.

(b) Maintenance and Liability Following Acceptance. Following Acceptance, and subject to Sections 7(c) and 8(a), the City (or Port for the Port Infrastructure) shall assume the responsibility of operating and maintaining and shall be liable for such Accepted Required Infrastructure, subject to any exceptions identified in the Board of Supervisors ordinance (or Port Commission resolution) accepting the Required Infrastructure. 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 the Port.



(c) Protection of Required Infrastructure. In order to protect the Required Infrastructure from damage until such time as the applicable Required Infrastructure is Accepted, Subdivider may erect a construction fence around areas under construction, to be constructed in the future, or constructed but not Accepted, provided that Subdivider has procured all necessary permits and complied with all applicable laws. However, no construction fence may be built or maintained if the Director determines that a construction fence adversely affects public health or safety by restricting the ingress and egress of the public to and from a public right of way.

8. Warranty and Indemnity.

(a) Warranty. Acceptance of the Required Infrastructure by the City or Port 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 as specified in Section 1751.2(c) of the Code (provided, reference therein to “City Engineer” shall be deemed to refer to the Director). The warranty shall cover the satisfactory performance of the Required Infrastructure installed by the Subdivider. The performance of any so-called “ground improvements shall be evaluated pursuant to the thresholds set forth in Director’s Order No. 203570. Such Warranty Period shall begin upon the issuance of a Notice of Completion for the applicable Required Infrastructure, except that the Warranty Period for non-standard streetlights for the Phase 1 non-standard streetlights will be for a period of 10 years beginning at the date the streetlights are shipped from the manufacturer, and that the Warranty Period for plant materials and trees planted as part of the Required Infrastructure shall not commence until the Director receives a certification from the City’s Construction Manager (in consultation with affected City agencies) that a plant establishment period set in accordance with the Plans and Specifications has passed. During the Warranty Period, Subdivider shall, as necessary, and upon receipt of a request in writing from the Director or from the Port that the work be done, inspect, correct, repair or replace any defects in the Required Infrastructure at its own expense. Should Subdivider fail to act with reasonable promptness to make such inspection, correction, repair or replacement, or should an emergency require that inspection, correction, repair or replacement be made before Subdivider can be notified (or prior to Subdivider’s ability to respond after notice), the City or the Port may, at 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 or the Port 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, the Port, or any agent or agency of either.

(b) Indemnity. For purposes of this Subsection, any capitalized term shall be defined consistent with the DDA. Consistent with the DDA, the indemnity provided in Section 9.3 of the DDA shall apply to all work performed under this Agreement. DDA Section 9.3 is excerpted in Exhibit H attached hereto and made a part of this Agreement; such incorporation shall not limit, replace or alter the effect of DDA Section 9.3.

(c) Limitation on City and Port Liability. Neither the City nor the Port shall 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 the Port.

9. 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. The City shall notify Subdivider and the Port of the time of recordation. In the event the Final Map is not recorded within fifteen (15) days of approval, this Agreement shall be null and void.

(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 the Port.

(c) Excusable Delay. All time periods in this Agreement shall be extended for Excusable Delay in accordance with the relevant provisions of the DDA, which provisions are excerpted in Exhibit I attached hereto and incorporated herein.

(d) 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 9(d) include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action.

For purposes of this Agreement, reasonable fees of attorneys and any in-house counsel for the City, the Port 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 the City's, the Port'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.

(e) Notices.

(i) 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  
City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Attn: Infrastructure Task Force

With copies to:

Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Attn: Public Works General Counsel  
Reference: Pier 70 28-Acre Site Project

San Francisco Public Utilities Commission  
525 Golden Gate Avenue  
San Francisco, CA 94102  
Attn: Harlan Kelly  
Reference: Pier 70 28-Acre Site Project

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

FC Pier 70, LLC  
875 Howard Street, Suite 330  
San Francisco, California 94103  
Attention: Jack Sylvan

With copies to:

Gibson Dunn & Crutcher  
555 Mission Street, Suite 3000  
San Francisco, CA 94105-0921  
Attention: Neil Sekhri, Esq. and Allison Kidd, Esq.

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

Port of San Francisco  
Pier 1  
San Francisco, CA 94111  
Attention: Michael Martin, Director, Real Estate and Development

With a copy to:

City Attorney's Office  
Port of San Francisco  
Pier 1  
San Francisco, CA 94111  
Attention: Michelle Sexton, General Counsel

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 Pier 70 28-Acre Site Public Improvement Agreement"; and
- (D) if a notice of disapproval or an objection which requires reasonableness, shall specify with particularity the reasons therefor.

(ii) 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.

(iii) 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: "PIER 70 28-ACRE SITE INFRASTRUCTURE: IMMEDIATE ATTENTION REQUIRED."

(f) 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 the Port 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 G-2 and G-3 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.

(g) Development Agreement. The City shall cooperate with the Subdivider consistent with the terms of the Development Agreement and Interagency Cooperation Agreement, including, without limitation, in obtaining applicable approvals required for the construction of the Required Infrastructure.

(h) 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.

(i) 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 the Port, 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 the Port, the City, or the Subdivider shall be for the sole and exclusive benefit of the named parties.

(j) Amendment. This Agreement may be amended, from time to time, by written supplement or amendment hereto and executed by the Port, the City and the Subdivider. The Director 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. The Port Director is authorized to approve and execute on behalf of the Port any amendment that the Port Director determines is in Port's best interests and is consistent with the terms of the DDA and the implementation thereof.

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

(l) Interpretation of Agreement. Unless otherwise provided in this Agreement or by applicable law, whenever approval, consent or satisfaction is required of Port, the Subdivider or the City under to this Agreement, it shall not be unreasonably withheld or delayed. 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 DA or the DDA.

(m) TI/YBI Subdivision Code. Notwithstanding that the Property is not subject to the Subdivision Code of the City and County of San Francisco for Treasure Island and Yerba Buena Island (Section 1700 *et seq.* of the Code), the parties have agreed to the application of certain provisions thereof, as the same exist on the date hereof, to the extent, and solely to the extent, expressly set forth herein.

10. Insurance. Subdivider shall, at all times prior to Acceptance of the Required Infrastructure, comply with the insurance requirements set forth in the DDA, and the Master Lease

by and between the Port and FC Pier 70, LLC dated as of May 2, 2018, and/or any applicable Permit to Enter. Subdivider shall furnish to the City or Port, from time to time upon request by the City's Risk Manager or the Port Director, a certificate of insurance (and/or, upon request by the City's Risk Manager or the Port Director, a complete copy of any policy) regarding each insurance policy required to be maintained by Subdivider.

11. 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 9(f).

(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 the Executive Director of the Port and affected City departments, the Parties shall record a notice of termination in substantially the form attached hereto as Exhibit J (a "Notice of Termination"). Alternatively, Subdivider may request the Director's authorization to record, and if so authorized, the Parties shall 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 or the Port, as applicable; (ii) all corresponding bond amounts have been released; (iii) all defects and punch list items have been addressed; and (iv) all warranty and guarantee periods have terminated.

[SIGNATURES ON NEXT PAGE]



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

SUBDIVIDER

**FC Pier 70, LLC,**  
a Delaware limited liability company

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

Name: Jack Sylvan

Its: Authorized Signatory

*[Signature Pages Continue]*

**[Signature Page to the Public Improvement Agreement]**

**CERTIFICATE OF 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

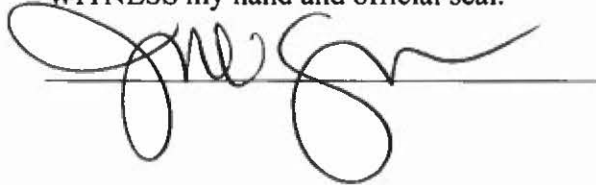
COUNTY OF SAN FRANCISCO

On SEPT 15, 2020 before me, JULIE GARDUNO personally  
(insert name and title of the officer),  
appeared JACK SYLVAN

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.



(Seal)



CITY:

**CITY AND COUNTY OF SAN FRANCISCO,**  
a municipal corporation

---

By: Alaric Degrafinried  
Its: Acting Director of Public Works

Authorized by Board Resolution No. [\_\_\_\_\_]

APPROVED AS TO FORM:

DENNIS J. HERRERA  
CITY ATTORNEY

---

Deputy City Attorney

*[Signature Pages Continue]*

[Signature Page to the Public Improvement Agreement]

**CERTIFICATE OF 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 \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ personally  
(insert name and title of the officer),  
appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_ (Seal)


PORT:

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

By:   
Elaine Forbes  
Port Director

Date: 9/15/2020

APPROVED AS TO FORM:  
Dennis J. Herrera, City Attorney

By:   
Michelle Sexton  
Deputy City Attorney

*[Signature Pages End]*

[Signature Page to the Public Improvement Agreement]

**CERTIFICATE OF ACKNOWLEDGMENT**

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STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On SEPT 15, 2020 before me, Julie Garduno personally  
(insert name and title of the officer),  
appeared ELAINE FORBES

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.



(Seal)



**EXHIBIT A**

**Plans and Specifications**

The "Pier 70 SUD Phase 1 Improvement Plans" prepared by BKF Engineers, dated January 14, 2019 and approved by San Francisco Public Works on March 13, 2019 as Street Improvement Permit No. 19IE-00245, as amended from time to time through the IB process.

**EXHIBIT B**

**Estimated Costs**

	<b>Total Hard Cost</b>	<b>GCs</b>	<b>Subtotal</b>	<b>Design Contingency 5%</b>	<b>Construction Contingency 5%</b>	<b>Performance Total</b>	<b>Labor and Material Total</b>
Abatement and Demolition	\$ 641,188	\$ 19,251	\$ 660,439	\$ 33,022	\$ 33,022	\$ 726,483	\$ 363,241
AWSS	\$ 1,808,864	\$ 54,309	\$ 1,863,173	\$ 93,159	\$ 93,159	\$ 2,049,491	\$ 1,024,745
LPW	\$ 1,382,662	\$ 41,513	\$ 1,424,175	\$ 71,209	\$ 71,209	\$ 1,566,593	\$ 783,296
RW	\$ 1,040,052	\$ 31,227	\$ 1,071,279	\$ 53,564	\$ 53,564	\$ 1,178,406	\$ 589,203
Combined Sewer	\$ 3,428,246	\$ 102,930	\$ 3,531,176	\$ 176,559	\$ 176,559	\$ 3,884,293	\$ 1,942,147
Joint Trench	\$ 2,352,566	\$ 70,633	\$ 2,423,199	\$ 121,160	\$ 121,160	\$ 2,665,519	\$ 1,332,760
Earthwork, Soil Disposal, and Retaining Walls	\$ 239,673	\$ 7,196	\$ 246,869	\$ 12,343	\$ 12,343	\$ 271,556	\$ 135,778
Roadways	\$ 2,380,905	\$ 71,484	\$ 2,452,389	\$ 122,619	\$ 122,619	\$ 2,697,628	\$ 1,348,814
Streetscape	\$ 3,772,474	\$ 113,265	\$ 3,885,739	\$ 194,287	\$ 194,287	\$ 4,274,313	\$ 2,137,156
<b>Totals</b>	<b>\$ 17,046,630</b>	<b>\$ 511,808</b>	<b>\$ 17,558,438</b>	<b>\$ 877,922</b>	<b>\$ 877,922</b>	<b>\$ 19,314,282</b>	<b>\$ 9,657,141</b>



**EXHIBIT C**

**Other Required Documents**

1. Approved Street Improvement Permit
2. Offer of improvements
3. Offer of dedication including quitclaim deed
4. Payment and performance bonds and monument bonds
5. Maintenance matrix
6. Master Homeowner Association Covenants, Conditions and Restrictions (applies only if Final Map authorizes residential condominiums)

**EXHIBIT D**

**Tentative Map Conditions and Deferred Compliance Events**

<b>Department of City Planning (DCP)</b>		<b>Timing of Deferred COA</b>
1	<p>The Pier 70 Project contemplated by the subdivision was approved by the following Planning Commission / Board of Supervisors actions and the subdivision map is subject to the applicable requirements and conditions thereof:</p> <ul style="list-style-type: none"><li>a. Adoption of CEQA Findings / Mitigation Monitoring Report (Planning Commission (CPC) Motion 19977; Board of Supervisors Resolution 401-17)</li><li>b. Adoption of General Plan Amendments to revise Maps 4 and 5 of the Urban Design Element to refer to the Pier 70 Mixed-Use Project Special Use District (CPC Motion 19978; Board of Supervisors Ord. 227-17)</li><li>c. Adoption of Map and Text Amendments creating the Pier 70 Special Use District – Planning Code Section 249.79 (CPC Motion 19979; Board of Supervisors Ord. 225-17)</li><li>d. Adoption of a Development Agreement between the City and County of San Francisco and FC Pier 70, LLC (CPC Resolution 19981; Board of Supervisors Ord. 224-17)</li><li>e. Adoption of the Pier 70 Special Use District Design for Development (CPC Motion No. 19980)</li></ul>	<p><b><u>Compliance:</u></b> These are completed CPC and BOS actions.</p> <p><b><u>Status:</u></b> Complete</p>

<b>Port of San Francisco (Port)</b>			
1	Prior to submission of any phased Final Map Check Print and other documents requested or required by the City (collectively, a “Final Map Application”), Subdivider must demonstrate that the public infrastructure (e.g., streets, utility facilities) servicing the respective Phase is able to provide the required services to the property independent of subsequent Phases.	<p><b>Compliance:</b> Addressed in Improvement Plan design and approval</p> <p><b>Status:</b> Complete for Phase 1 – Phase 1 Improvement Plans approved</p>	
2	Prior to the approval of a related Phased Final Map, Subdivider shall provide evidence of the state video franchise rights for each proposed telecommunications company identified in a Street Improvement Permit. In addition, the Subdivider shall provide a copy of the City issued Utilities Condition Permit as required under Section 11.9 of the Administration Code.	<p><b>Compliance:</b> Submitted documentation of state’s right documentation for telecom providers as part of IB-3, which was approved by the City 1/22/20. Will provide UCP as required under Section 11.9 of the Adm Code.</p> <p><b>Status:</b> UCP will be provided when substructures and backbone facilities are paid in fee by private utility providers.</p>	At time private utility provider purchases infrastructure.
3	Subdivider shall delete references and requirements to FEMA in submissions of all Phased Final Maps.	<p><b>Compliance:</b> Addressed in Phase 1 Final Map</p> <p><b>Status:</b> Complete</p>	
4	Consistent with the Final Environmental Impact Report for the Pier 70 Mixed-Use District Project, no more than 2,150 residential dwelling units may be constructed within the subdivision, not	<b>Compliance:</b> Addressed in Phase Applications and during	With Phase Application and

	including Parcel K South (Lot 3), without further environmental analysis. The number and identity of units within each lot and tax parcel shall be clearly shown on each Phased Final Map.	design development of vertical projects.  <b>Status:</b> To be addressed in each Phase Application and design review for individual vertical projects.	vertical project design review
5	<p>As part of each Phase Submittal and Phase Final Map, and updated at time of each VDDA, site permit and TCO, the Subdivider shall provide a table with the following information for each of the following categories of development: unit counts for Residential Dwelling Units, BMR Residential Dwelling Units, Market Rate Residential Condominium Units, Commercial Condominium Units, and parking spaces; gsf amounts for commercial-office uses, and retail/arts/light industrial uses and clearly distinguish Parcel K North, Parcel K South, and Hoedown Yard from the 28-Acre Site (Port will provide information for parcels outside of the 28-Acre Site):</p> <ul style="list-style-type: none"> <li>• Units/Gross Square Feet Previously Authorized but not Constructed (at Phase Submittal, VDDA and/or Parcel; Lease execution, and application for Site Permit);</li> <li>• Units/Gross Square Feet Previously Authorized and Constructed (per Certificate of Completion);</li> <li>• Units/Gross Square Feet Entitled but not included in “Previously Authorized” or “Previously Authorized and Constructed”;</li> <li>• As applicable, Units/Gross Square Feet Applied for in the Phase Submittal or Phase Final Map; and</li> </ul>	<p><b>Compliance:</b> To be submitted to the Port</p> <p><b>Status:</b> Will be completed prior to FSM.</p>	

	<ul style="list-style-type: none"> <li>• Remaining Availability of Units/Gross Square Feet (under the FEIR, SUD, DDA, DA, and/or Final Map, as applicable).</li> </ul>		
6	<p>This map authorizes a total maximum of 200 commercial condominium units and 2,150 residential condominium units, as shown in Table 1-A. The maximum number of residential condominium units is subject to the additional clarification:</p> <p>a. Per Exhibit B3 to the Disposition and Development Agreement between the Subdivider and Port, no more than 50% of the market-rate residential dwelling units within the subdivision may be developed for sale as residential condominium units at full build-out of the Subdivision, excluding Lot 3 (Parcel K South).</p> <p>Subdivider will identify split of for-sale and rental market-rate residential dwelling units as part of Phase Submittals, and will confirm unit counts for individual buildings as part of the VDDAs, site permits and at TCO to allow for tracking of percentage split.</p>	<p><b>Compliance:</b> Addressed in Phase 1 Application and will be addressed during the vertical development process pre condition.</p> <p><b>Status:</b> Complete for Phase 1 Application, with VDDAs, site permits and TCOs in the future per vertical building schedules.</p>	As part of future VDDAs, site permits and TCOs in the future per vertical building schedules
7	<p>On property owned by the Port, the Subdivider shall not propose on any Phased Final Map, any further vertical or horizontal subdivision of lots, including any condominium subdivision, without the Port's prior written consent, in its sole discretion.</p>	<p><b>Compliance:</b> Port involved in Phase 1 FSM drafting.</p> <p><b>Status:</b> Complete</p>	
8	<p>On property owned by the Port, Subdivider must obtain consent from the Port, in its proprietary capacity, for any application that would result in the creation of residential or commercial condominium units, including submittal of condominium plan materials and submittals to the State Department of Real Estate under the Davis-Stirling Act for approval of a condominium</p>	<p><b>Compliance:</b> Developer will obtain consent for the creation of condominiums.</p>	When vertical projects propose final condominium plan

	regime. Port's consent pursuant to this condition shall be in Port's sole discretion, provided Port's consent will not be unreasonably withheld for condominium plans submitted to facilitate financing of BMR Residential Dwelling Units.	<b>Status:</b> To be addressed when vertical projects propose final condominium plan.	
9	On each Phased Final Map, the Subdivider shall designate Lot 9 (Building 2) as Mixed-Use rather than Residential.	<b>Compliance:</b> Complete. Please note that there are residential parcels that do allow ground floor retail, but are labelled as residential.  <b>Status:</b> Complete	
10	In the corresponding Phased Final Map Application, Subdivider shall clearly differentiate line types defining boundaries and lots for Lot 14, Lot 6, Lot 7, and Lot S.	<b>Compliance:</b> Complete <b>Status:</b> Complete	
11	In the corresponding Phased Final Map Application, Subdivider shall designate Lot K as a public street.	<b>Compliance:</b> Complete <b>Status:</b> Complete	
12	The Subdivider must obtain consent from the Port on the form of any CC&Rs to be recorded against property lot within the Tentative Subdivision Map in accordance with the requirements of the DDA and/or VDDA/Parcel Lease.	<b>Compliance:</b> Master CCRs are being drafted and Port is involved in the review of the CCRs.  <b>Status:</b> Underway	Prior to recording any CC&Rs
13	Prior to submitting any Final Map Check print, the Subdivider shall only include proposed street names or changes to existing street names on property within Port jurisdiction which the Port has pre-approved. Port shall provide a letter to the Developer as evidence stating its pre-approval. Street name changes shall be subject to approval by the Board of Supervisors.	<b>Compliance:</b> Street names have not changed from those included in the Port approved D4D.  <b>Status:</b> Complete	

14	Prior to requesting permission to submit the first Phased Final Map Application, Subdivider shall apply the procedures contained in SFDBI Administrative Bulletin #35 for assigning street address ranges for each block within the Special Use District.	<p><b><u>Compliance:</u></b> Complete – already worked with Port, DBI and IT to assign address ranges per AB#35.</p> <p><b><u>Status:</u></b> Complete</p>															
15	On related improvement plans, Subdivider shall provide interim striping and vehicle/pedestrian circulation plans for each phase of construction. Plans shall describe circulation under normal construction conditions.	<p><b><u>Compliance:</u></b> Complete for Phase 1. Provided in the approved Phase 1 IPs.</p> <p><b><u>Status:</u></b> Complete</p>															
16	<p>Prior to submission of a related Phased Final Map, if the Subdivider desires, Subdivider shall obtain the Port’s written consent to merge all or a portion of the following open space lots, designated in the Pier 70 Design for Development as mid-block passages, into the adjacent development lots:</p> <table border="0" data-bbox="432 852 896 1161"> <thead> <tr> <th data-bbox="432 852 645 916">Open Space Lot</th> <th data-bbox="663 852 896 884">Development Lot</th> </tr> </thead> <tbody> <tr> <td data-bbox="432 922 510 954">Lot Z</td> <td data-bbox="663 922 846 954">Lots 18 and 19</td> </tr> <tr> <td data-bbox="432 960 510 992">Lot X</td> <td data-bbox="663 960 846 992">Lots 17 and 21</td> </tr> <tr> <td data-bbox="432 999 510 1031">Lot S</td> <td data-bbox="663 999 846 1031">Lots 13 and 16</td> </tr> <tr> <td data-bbox="432 1037 510 1069">Lot Q</td> <td data-bbox="663 1037 896 1069">Lots 12, 14 and 15</td> </tr> <tr> <td data-bbox="432 1075 510 1107">Lot M</td> <td data-bbox="663 1075 878 1107">Lots 10, 11 and 9</td> </tr> <tr> <td data-bbox="432 1114 510 1145">Lot J</td> <td data-bbox="663 1114 887 1161">Lots 4, 5, 6, 7 and 8</td> </tr> </tbody> </table>	Open Space Lot	Development Lot	Lot Z	Lots 18 and 19	Lot X	Lots 17 and 21	Lot S	Lots 13 and 16	Lot Q	Lots 12, 14 and 15	Lot M	Lots 10, 11 and 9	Lot J	Lots 4, 5, 6, 7 and 8	<p><b><u>Compliance:</u></b> Complete for Phase 1 parcels in Phase 1 FSM</p> <p><b><u>Status:</u></b> Complete</p>	
Open Space Lot	Development Lot																
Lot Z	Lots 18 and 19																
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17	Subdivider must place a note on each corresponding Phased Final Map providing public notice that no building encroachments into Open Space lots or Port Street lots will be allowed unless the Subdivider obtains a license or similar instrument from the Port.	<p><b><u>Compliance:</u></b> Developer working with Port to confirm language to include on map to reflect final approach for encroachments. Will also address approach for existing</p>															

		<p>bridge between Building 2 and 12 (has been removed, so no longer an existing condition, as well as existing loading docks around Building 2.</p> <p><b>Status:</b> In process – Port to provide comments on the map with language, as necessary. Will complete prior to FSM approval.</p>	
18	<p>Prior to submission of a related Phased Final Map Application, if the Subdivider desires, they shall obtain the Port’s written consent to merge the portion of Open Space Lot M between Lots 11, 9 and Lot 10 into Lots 9 and 10 and adjust the lot boundaries between Lot 10 and Open Space Lot N and Lot 3 and Open Space Lot I.</p>	<p><b>Compliance:</b> Complete for Phase 1 parcels in Phase 1 FSM</p> <p><b>Status:</b> Complete</p>	
19	<p>Prior to Temporary Certificate of Occupancy for any development lot, Subdivider must obtain a license, lot line window agreement or similar instrument from the Port for any future encroachments into other parcels and a Major or Minor Encroachment Permit from Public Works for future encroachments into dedicated public right of way.</p> <p>As part of the VDDA and/or Parcel Lease, the Port and developer of the development lot will identify the potential locations and type of any encroachments outside of the development lot. As part of the site permit, notes will be included identifying encroachments.</p>	<p><b>Compliance:</b> During vertical development</p> <p><b>Status:</b> During vertical development</p>	During vertical development
20	<p>Development lots depicted in any Final Map may not rely upon another lot for rights of ingress and egress regarding the public way</p>	<p><b>Compliance:</b> Per Port, will not be shown on the FSM</p>	



	<p>unless all necessary property rights from the owner of the other (servient) lot are obtained prior to the Temporary Certificate of Occupancy. As part of the VDDA and/or Parcel Lease, the Port and developer of the development lot will identify the potential locations and type of ingress and egress that would be needed over other parcels. As part of the site permit, notes will be included identifying ingress/egress, fire separation distance, EVAs, and other benefits from other lots.</p>	<p><b>Status:</b> Complete for purposes of FSM</p>	
21	<p>On a related Phased Final Map, the Subdivider shall indicate the total number of residential condominium units for Lots 9, 13 and 16 as no more than 2 residential condominium units per lot.</p>	<p><b>Compliance:</b> Complete for Phase 1 parcels in Phase 1 FSM <b>Status:</b> Complete</p>	
22	<p>Prior to: a) recordation of the Phased Final Map for the portion of the subdivision that includes Lots X, Z, 17, 18, 19, or 21, or b) approval of the 100% improvement plans for the Potrero Power Station development that includes a minimum 15-foot setback, a public passage, or ROW along the southern edge of Lots X, Z, 17, 18, 19, or 21, whichever first occurs, Subdivider shall have entered into, and recorded against the affected parcels, an agreement satisfactory to the City and the Port providing for a minimum setback of 15 feet from the southern boundary of Lots X, Z, 17, 18, 19, 21 and public access over the 15-foot setback. If the Director of Planning subsequently determines that the set back is no longer necessary or desirable, then the agreement may be terminated and removed pursuant to a signed declaration from the Director of Planning.</p>	<p><b>Compliance:</b> N/A. <b>Status:</b> These parcels are not part of the Phase 1 FSM. Will be addressed in the future phase maps.</p>	<p>In the future phase maps.</p>
23	<p>Subdivider shall coordinate with the City on the needed Documents memorializing PAEs and EVAEs, prior to issuance of site permits for buildings requiring PAEs and EVAEs.</p>	<p><b>Compliance:</b> Will be memorialized through NSRs and MOUs being drafted by City/Port, with FSM showing</p>	

		<p>the location of EVA/MOUs as will be at end of Phase. City Attorney to provide any additional language desired by the City/Port to document that the SFPUC MOU and SFFD EVA shown on the FSM are conceptual in nature and the NSRs/MOUs are the document that controls the actual location of the EVA/MOUs.</p> <p><b>Status:</b> Complete for Developer's role for FSM. Remaining items will be completed prior to FSM approval.</p>	
24	Prior to approval of a Street Improvement Permit, if the Subdivider desires, they shall obtain from the Port a written letter consenting to a permit for construction of a district-scale blackwater system.	<p><b>Compliance:</b> N/A</p> <p><b>Status:</b> Developer did not request for Phase 1.</p>	
25	On each Phased Final Map, the Subdivider shall place a sheet note stating awnings, overhangs, and encroachments located in and over mid-block passages, parks, or open space shall comply with the applicable Building Code and established design for development.	<p><b>Compliance:</b> FSM includes language.</p> <p><b>Status:</b> Complete</p>	
<b>SFPUC – General Manager's Office</b>			
1	Improvement Plans pertaining to areas proposed to be included in a Final Map or for areas subject to a PW Construction Permit independent of a Final Map shall be reviewed and commented upon by the PUC as part of the Improvement Plans process. General	<p><b>Comment:</b> Appendix A was not included in the final Director's Order. The following</p>	

	<p>reference to "Improvement Plans" in these conditions shall be understood to mean the Basis of Design and at least (2) submittals of construction drawings, which leads up to final permitting, for each phase of work. SFPUC technical comments, including but not limited to those attached to these Conditions of Approval as Appendix A, must be addressed by the Subdivider on the earlier of submittal of improvement plans or final map application.</p>	<p>is what was included in Appendix A:</p> <p style="text-align: center;">(d) City Distribution Division</p> <ol style="list-style-type: none"> <li>1. Please clearly identify the location where existing water mains connect to (N) proposed water main. The 8" LPW is not connected to existing water main on 22nd Street and Illinois Street (TM7.0).</li> <li>2. Please clearly label the existing water mains on 22nd Street, Illinois Street, and 20th Street. Use attached water maps for reference.</li> </ol> <p style="text-align: center;">(e) Collection System Division</p> <ol style="list-style-type: none"> <li>1. Any modifications that affect street flow, including but not limited to sidewalk bulbouts, altered/moved catch basins, sidewalk</li> </ol>	
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		<p>widening will require an analysis of street flow. The analysis shall be provided by the developer and submitted to SFPUC WWE for review and approval.</p> <ol style="list-style-type: none"> <li>2. Improvement Plans shall show replacement of all existing sewer lateral connections.</li> <li>3. 69" sewer shall be circular; other shapes are not allowed. Note RCP shall be class 5 wet cast with double gasketed joints.</li> <li>4. All materials shall comply with latest available SFPUC and City standards or be a SFPUC approved equivalent.</li> <li>5. Provide manhole details including contractor shop drawings prior to installation of CSD facilities.</li> </ol> <p><b><u>Compliance:</u></b> Phase 1 Improvement plans are approved and addressed the above items.</p>	
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		We are using IB process for any minor changes. <b>Status:</b> Complete	
2	The Subdivider shall submit for PUC review and approval a construction settlement monitoring program for the existing infrastructure in or adjacent to the area depicted on any proposed Final Map. The settlement monitoring program must be approved by the PUC and in place prior to commencement of construction pursuant to the Final Map. During construction, the Subdivider shall be responsible for regularly supplying the PUC's Collection System Division (CSD) and the City Distribution Division (CDD) with settlement monitoring records as outlined in the final approved settlement monitoring program.	<b>Compliance:</b> Improvement plans included a note related to settlement monitoring program. <b>Status:</b> Complete	
3	The Subdivider shall submit a Surcharge Protection Plan with each phased Improvement Plan, outlining how the Subdivider will protect existing facilities and utility service connections.	<b>Compliance:</b> N/A - No surcharging in Phase 1. <b>Status:</b> Complete	
4	Prior to the first Phased Final Map Application, Subdivider must execute an Electrical Service Agreement (ESA) with the SFPUC for the Pier 70 project.	<b>Compliance:</b> Developer has negotiated with SFPUC. <b>Status:</b> Will be executed prior to recording of FSM.	
5	As agreed to in the April 30, 2018 Grading and Combined Sewer MUP, prior to the approval of the first phased Final Map, Subdivider shall post a bond for the Pump Station relocation work, which is not anticipated to occur until the 3rd phase.	<b>Compliance:</b> SFPUC and Subdivider are negotiating a Corporate Guarantee for the pump station instead of the bond. Actual bond will be provided in Phase 3, which is the	

		<p>phase the pump station will be designed and construction.</p> <p><b>Status:</b> SFPUC is reviewing last version of the Guarantee. Will be completed prior to FSM approval.</p>	
6	<p>At the time of the first phased Final Map, the 20th Street improvements in the vicinity of the "Future Georgia Street" shall conform with the land use that is approved at that time (i.e. if a public street has not been established by a Tentative Map or offer of dedication, the improvements shall treat this as private property with a driveway curb-cut as needed.</p>	<p><b>Compliance:</b> Installation of utilities designed as private street.</p> <p><b>Status:</b> IB 1 and 2 approved by City and addressed this COA.</p>	
7	<p>The grading proposed in TM6.0 shows two absolute low points on 20th Street (just west of Louisiana and just east of Maryland Street). Prior to the first phased Final Map Application, Subdivider and Port shall enter into an agreement with Public Works and SFPUC to provide overland release paths for these low points to a receiving water, consistent with the Subdivision Regulations. This agreement may include, but will not be limited to, actual improvements, property restrictions and access rights as determined by negotiation between the parties.</p>	<p><b>Compliance:</b> Included in Jurisdictional MOU.</p> <p><b>Status:</b> Included in Jurisdictional MOU, which has been approved by both Port and SFPUC Commission.</p>	
8	<p>Subdivider will replace the existing 8" and 18" CS pipes within 20th Street between Illinois and Louisiana Streets on 20th Street between Illinois and Louisiana Streets to SFPUC standards. Prior to the first phased Final Map, the Subdivider shall replace the existing 8" and 18" CS pipes.</p>	<p><b>Compliance:</b> Complete – constructed and permitted under IB #1.</p> <p><b>Status:</b> Complete.</p>	
9	<p>By approving this tentative subdivision map, City does not approve any SFPUC-owned utility piping outside of the public right-of-way. At earlier of phased Final Map application or SFPUC review of Street Improvement Plans, the Subdivider shall clearly identify any</p>	<p><b>Compliance:</b> Included in Jurisdictional MOU.</p>	

	proposed utilities outside of the public right-of-way and finalize future ownership with the SFPUC, Port, and PW. If the SFPUC agrees to accept pipes outside of the public right-of-way, the minimum width required to allow maintenance, access, and protection of the facilities in 25 feet.	<b>Status:</b> Included in Jurisdictional MOU.	
10	Utility Plans & Sections provided with this Tentative Map are schematic only, final pipe layout and construction details shall be as approved by the SFPUC during detailed design. Subdivider shall obtain SFPUC approval of pipe layout and construction details prior to issuance of each applicable improvement permit.	<b>Compliance:</b> Met through SFPUC review of IP/SIPs <b>Status:</b> Phase 1 completed with approved SIP.	
11	Prior to each phased Final Map application, the Subdivider must provide an approved construction design for the infrastructure which includes construction plans and details for all meters, vaults and pull-boxes, showing how adequate drainage will be provided through LCC to the satisfaction of the utility owner.	<b>Compliance:</b> No LCC in Phase 1 and Phase 1 IPs have been approved. <b>Status:</b> Complete for Phase 1.	
12	Prior to submittal by the Subdivider of the initial set of plans for each Street Improvement Permit, the Subdivider shall provide written confirmation that designs match those in Master Utility Plans (including associated sewer, water, storm drain and electrical power analysis, hydraulic and hydrologic modeling) or the Subdivider shall provide replacement modeling at the time of design package submittal.	<b>Compliance:</b> Complete. <b>Status:</b> Completed for Phase 1 with approved IPs.	
13	Prior to Final Map approval the Port and the SFPUC will execute an agreement granting the SFPUC all necessary land rights, pending SFPUC agreement to own facilities outside public rights-of-way, at no cost to the SFPUC, including rent, licensing fees or other ongoing costs. If the Port does not grant the necessary rights to the SFPUC, Subdivider may need to submit a new tentative map addressing changed utility layouts.	<b>Compliance:</b> Included in Jurisdictional MOU. <b>Status:</b> Included in Jurisdictional MOU.	

<b>SFPUC Water Enterprise</b>			
1	<p><b><u>Landscape Irrigation</u></b> - The Subdivider shall comply with San Francisco's Water Efficient Irrigation Ordinance, adopted as Chapter 63 of the San Francisco Administrative Code and the SFPUC Rules &amp; Regulations Regarding Water Service to Customers. The Subdivider shall obtain SFPUC's review and approval of the project's landscape and irrigation plans prior to installation.</p>	<p><b><u>Compliance:</u></b> During design and operation</p> <p><b><u>Status:</u></b> Addressed during design review</p>	During design review
2	<p><b><u>Water Fixture Efficiency</u></b> - Subdivider shall comply with the San Francisco Commercial or Residential Water Conservation Ordinance (San Francisco Building Code Chapter 13A and San Francisco Housing Code Chapters 12 and 12A). Additionally, please refer to Chapter 4 of the San Francisco Plumbing Code which sets maximum flow rates for plumbing fixtures such as water closets, urinals, showerheads and faucet aerators.</p>	<p><b><u>Compliance:</u></b> During design and operation</p> <p><b><u>Status:</u></b> Addressed during design review</p>	During design review
3	<p><b><u>Residential Water Submetering</u></b> - Subdivider shall comply with residential water submetering requirements set forth in the California Water Code (Division 1, Chapter 8, Article 5, Section 537-537.5) by Senate Bill 7 and enforced in San Francisco by the SFPUC. New construction of a multi-family residential structure or mixed-use residential and commercial structure must indicate on its site plans that each dwelling unit will be submetered as a condition of the site permit and water service. The SFPUC will review plans for compliance only for projects that apply for a site permit from the Port of San Francisco and for new water service from SFPUC after January 1, 2018.</p>	<p><b><u>Compliance:</u></b> Vertical development requirement.</p> <p><b><u>Status:</u></b> Will be addressed during vertical design.</p>	During design review



4	<p><u>On-site Non-potable Water</u> - Subdivider shall comply with San Francisco's Mandatory Use of Alternate Water Supplies in New Construction Ordinance, adopted as Chapter 12C of the San Francisco Health and Safety Code. Please refer to <a href="http://www.sfwater.org/np">www.sfwater.org/np</a> for requirements.</p>	<p><b><u>Compliance:</u></b> During design and operation</p> <p><b><u>Status:</u></b> Addressed during design review</p>	<p>During design review</p>
5	<p><u>Non-potable Water Use for Soil Compaction and Dust Control</u> – Subdivider shall comply with CCSF Ordinance 175-91 restricts the use of potable water for soil compaction and dust control activities undertaken in conjunction with any construction or demolition project occurring within the boundaries of San Francisco, unless permission is obtained from San Francisco Public Utilities Commission (SFPUC). Non-potable water must be used for soil compaction and dust control activities during project construction or demolition. Recycled water is available from the SFPUC for dust control on roads and streets. However, per State regulations, recycled water cannot be used for demolition, pressure washing, or dust control through aerial spraying. The SFPUC operates a recycled water truck-fill station at the Southeast Water Pollution Control Plant that provides recycled water for these activities at no charge. For more information please contact (415) 695-7378.</p>	<p><b><u>Compliance:</u></b> Addressed during construction.</p> <p><b><u>Status:</u></b> Complying</p>	
<b>SFPUC – Water Distribution, City Distribution (CDD)</b>			
1	<p>To ensure the welfare and safety of people and structures in the City and County of San Francisco, Subdivider shall design all applicable water facilities, including potable, fire-suppression, and non-potable water systems, to conform to the current SFPUC City Distribution Division (CDD) and San Francisco Fire Department (SFFD) standards and practices. These include, but are not limited to, the following:</p>	<p><b><u>Compliance:</u></b> Addressed in the approved Phase 1 IPs for the horizontal improvements. Vertical compliance will be addressed During design and operation.</p>	<p>During design review and operation</p>

	<ul style="list-style-type: none"> <li>a. CDD Standard Specifications for the Installation of Ductile Iron Water Mains 16-Inches and Smaller (December 2016 or Latest Revision);</li> <li>b. CDD Standard Plans (December 2016 or Latest Revision);</li> <li>c. SFPUC Asset Protection Standards (May 2017 or Latest Revision);</li> <li>d. SFPUC Rules and Regulations Governing Water Service to Customers (September 2016);</li> <li>e. San Francisco Fire Code (2016);</li> <li>f. California Safe Drinking Water Act; and</li> <li>g. California Code of Regulations Titles 17 and 22</li> </ul>	<p><b>Status:</b> Complete for Phase 1 horizontal improvements. Vertical compliance will be addressed During design and operation.</p>	
2	<p>In addition to conforming to pertinent SFPUC, CDD and SFFD standards, a hydraulic analysis will be required to confirm adequacy of water distribution system for both potable, non-potable and fire use prior to submittal of applicable Street Improvement Plans. If current distribution system pressures and flows are inadequate, the Subdivider will be responsible for any water distribution system improvements required to meet the proposed project's water demands. Additionally, Subdivider shall pay a capacity fee for the entire project. To initiate this process, please contact the SFPUC Customer Service Bureau at 415-551-2900.</p>	<p><b>Compliance:</b> Addressed in the Master Plan.</p> <p><b>Status:</b> Complete for Phase 1 as part of IPs.</p>	
<b>SFPUC – Wastewater Enterprise</b>			
1	<p>Construction activities such as pile driving, compaction, pipe jacking and large excavations can damage SFPUC WVE assets. A workplan needs to be reviewed and approved by SFPUC WVE prior to commencement of excavation work including, but not limited to, excavation of basements and underground utilities. Additionally, a monitoring for vibration and settlement of SFPUC WVE assets will be required. Prior to the commenced of</p>	<p><b>Compliance:</b> During design and operation of horizontal and vertical projects.</p> <p><b>Status:</b> Complied for Phase 1 horizontal.</p>	During vertical design review

	excavation work, a monitoring plan shall be submitted to SFPUC for review and approval.		
2	Subdivider shall submit a pre- and post-construction video inspection of all existing sewers that will be connected to or potentially impacted by the project, including work such as tie-backs, pressure grout, and soil stabilization. The pre- and post-construction video inspection shall be submitted to the SFPUC Collections System Division (CSD) within 6 months prior to a request for Notice of Completion. CSD will determine whether any construction activities have negatively impacted the existing sewers and the Subdivider shall be responsible for all damage to the existing sewers caused by the construction of the Project.	<b><u>Compliance:</u></b> Pre-post construction. <b><u>Status:</u></b> Will comply and video is included in Improvement Plans and for Acceptance.	Pre-post construction
3	Subdivider shall submit all pre- and post- construction inspection videos in PACP format, or then current CSD standard at the time of submittal, for SFPUC WVE review. Subdivider shall coordinate with SFPUC for field witness of CCTV and testing.	<b><u>Compliance:</u></b> Pre-post construction. <b><u>Status:</u></b> Will satisfy during construction.	Pre-post construction
4	Any proposed increase in wastewater demand from a parcel shall be submitted to the SFPUC for review and approval including but not limited to: expansion of property, change in usage, addition of units, etc. Documentation of increases in demand shall be submitted prior to submission of related Street Improvement Plans. The capacity of the sewer system will need to be analyzed to ensure that it can accommodate the flows. The Subdivider has the option of providing the analysis, or SFPUC can provide the analysis. If the Subdivider undertakes the analysis, such analysis is subject to SFPUC WVE for review and approval. If SFPUC performs the analysis, the Subdivider shall reimburse the SFPUC for personnel time. Additional mitigation will be required from the Subdivider if capacity is insufficient. Final approved demands shall be	<b><u>Compliance:</u></b> Completed as part of SIP review/approval. <b><u>Status:</u></b> Has been satisfied in Phase 1 via our CS Report submitted with SIP.	

	documented and submitted to SFPUC prior to approval of Street Improvement Plans.		
5	Subdivider shall not put dewatering discharge in the sewer system without SFPUC WVE review and approval of the Subdivider's Batch Wastewater Discharge permit application ( <a href="https://sfwater.org/index.aspx?page=498">https://sfwater.org/index.aspx?page=498</a> ).	<b><u>Compliance:</u></b> During construction. <b><u>Status:</u></b> Phase 1 permit application complete.	
6	Subdivider shall not reuse existing laterals. All lateral connections shall be new and replaced to current SFPUC standards, regardless of as-found condition.	<b><u>Compliance:</u></b> Reviewed as part of IP approvals. <b><u>Status:</u></b> Phase 1 complete with approved IPs.	
7	All underground basements that plan to dewater shall have a detailed permanent dewatering plan including but not limited to water quality, estimated flow, etc., which must be submitted with the applicable Building Permit.	<b><u>Compliance:</u></b> During vertical project design. <b><u>Status:</u></b> Post FSM, during vertical project design.	During vertical design review
8	Construction work-plan shall be submitted in writing for approval from the SFPUC-WVE. Work plan shall consist at a minimum detailed construction schedule and decommissioning sequencing of existing sewer main in easement.	<b><u>Compliance:</u></b> Pre- construction. <b><u>Status:</u></b> Satisfied in Phase 1 for Pump Station early work. Remaining work has been satisfied to date and will continue as construction continues.	
9	Subdivider shall notify SFPUC-WVE prior to commencement of any construction activities.	<b><u>Compliance:</u></b> Pre- construction. <b><u>Status:</u></b> Completed for Phase 1.	

10	SFPUC-WWE shall provide final approval to complete construction and authorize decommissioning of any existing sewer facility operated by the SFPUC.	<b><u>Compliance:</u></b> During/post construction. <b><u>Status:</u></b> Will continue to satisfy in Phase 1. This is on-going.	During/post construction
11	Subdivider shall air test all newly installed sewers according to SFPUC standards within 6 months prior to a request for a Notice of Completion. Contractor shall coordinate with SFPUC staff for field witness of testing. SFPUC testing standards can be obtained prior to construction.	<b><u>Compliance:</u></b> During/post construction. <b><u>Status:</u></b> Will continue to satisfy in Phase 1. This is on-going.	During/post construction
12	Subdivider shall comply with the current SFPUC Stormwater Management Requirements and the Subdivider must submit a Stormwater Control Plan in compliance with those requirements to the SFPUC for review and approval.	<b><u>Compliance:</u></b> Pre and during construction. <b><u>Status:</u></b> Will continue to satisfy in Phase 1. This is on-going.	During/post construction
13	Created and/or replaced impervious surfaces within the subdivision that will be new public ROW, dedicated to the City, will be subject to current SFPUC Stormwater Management Requirements.	<b><u>Compliance:</u></b> During design. <b><u>Status:</u></b> Will continue to satisfy in Phase 1. This is on-going.	During design review
14	The Subdivider shall remove, to the satisfaction of the Director of Public Works, any abandoned private sewer pipe or infrastructure that will ultimately be within the public right-of-way to a depth equal to proposed utilities in project plans. Subdivider shall cause such removal obligations to be reflected in the earlier of the applicable PIA or street improvement permit to the extent necessary and practicable.	<b><u>Compliance:</u></b> During construction and on SIP/PIA. <b><u>Status:</u></b> Will continue to satisfy in Phase 1 (part of SIP). This is on-going.	
15	Subdivider shall not request acceptance of new permanent infrastructure that relies on existing pre-project or project-constructed temporary infrastructure unless the City approves a	<b><u>Compliance:</u></b> Completed for Phase 1	

	Design Modification Request, Exception, or Variance to the San Francisco Subdivision Regulations. Any such approved Design Modification, Exception, or Variance as related to the use of temporary infrastructure shall require the Subdivider to bond for the construction of the permanent infrastructure and the removal of the temporary infrastructure and be responsible for the maintenance of this temporary infrastructure and all upstream infrastructure that relies on it.	<b>Status:</b> Completed for Phase 1	
16	Subdivider shall not request a Notice of Completion (NOC) on any utility facility that does not operate as part of a complete system, pursuant to the Pier 70 Interagency Cooperation Agreement. This requires the construction of permanent infrastructure or an allowance for use of temporary infrastructure where the City grants an exception.	<b>Compliance:</b> Addressed at time of NOC submittals. <b>Status:</b> Addressed post-completion of utilities.	At time of NOC submittals
17	The Subdivider, prior to a request for a Notice of Completion, shall provide sewer testing and inspection data to SFPUC, including air test and CCTV inspection, consistent with associated Street Improvement Plans and Specifications and Engineering Standard Specifications of San Francisco Public Works. Where testing data (i) pre-dates subsequent construction in or immediately adjacent to the sewer of interest, or (ii) pre-dates the request for a Notice of Completion by more than six months, the Subdivider will be required to provide current testing and inspection data and videos in conjunction with request for Notice of Completion.	<b>Compliance:</b> During construction before NOC. <b>Status:</b> Will continue to satisfy in Phase 1 to meet Acceptance criteria as will be defined in PIA.	During construction before NOC
<b>SFPUC Power Enterprise – Hetch Hetchy Power</b>			
1	Prior to the first Phased Final Map Application, the Subdivider shall provide locations and improvements to accommodate the Wholesale Distribution Tariff (WDT) switchgear equipment, if required. If required, the Subdivider must provide access rights to	<b>Compliance:</b> Not currently proposing WDTs now.	

	the SFPUC, in a form satisfactory to the SFPUC, to the WDT switchgear pad for operation, maintenance and replacement. The Subdivider must also provide a concrete pad, duct banks and conduit risers through pad to the SFPUC's specifications, in coordination with the SFPUC switchgear design. If required, the WDT switchgears for any given phase must be operational prior to the first TCO for the associated Final Map.	<b>Status:</b> Complete since not using WDTs.	
<b>San Francisco Fire Department (SFFD)</b>			
1	Fire vehicle access roads and fire suppression low pressure and auxiliary fire water supplies shall be provided to and within the Tentative Subdivision boundary and within each sub-phase boundary prior to the construction of combustible public, private, and/or vertical improvements to the satisfaction of the SFFD.	<b>Compliance:</b> Phase 1 horizontal complete as part of SIP. Vertical buildings will comply prior to start of construction. <b>Status:</b> Phase 1 horizontal complete as part of SIP. Vertical buildings will comply prior to start of construction.	Prior to start of construction for vertical
2	Improvement Plans containing drawings for low pressure and auxiliary fire water piping and hydrant quantity, distribution, and location throughout the Tentative Map boundary (and each phase boundary) shall be submitted for review to SFFD and SFPUC for approval.	<b>Compliance:</b> Provided during SIP. <b>Status:</b> Complete for Phase 1.	
3	Hydrants shall be located at intersections, readily accessible and visible. Any additional hydrants per code may be placed mid-block. Hydrants shall be located within 2 feet from curb and have 5 feet clearance around them. A clear path from staged engine to hydrant shall be 10 feet. Any deviation from the locations approved layout (Figure 3.3, P70 SUD Master Plan, dated 7/3/2018) shall be re-evaluated for approval by the SFFD.	<b>Compliance:</b> Addressed in Phase 1 SIP. <b>Status:</b> Complete for Phase 1.	

4	Fire vehicle access roads shall have an unobstructed clear width of not less than (20) feet and a vertical clearance of not less than (13) feet (6) inches. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.	<p><b><u>Compliance:</u></b> Addressed in Phase 1 SIP.</p> <p><b><u>Status:</u></b> Complete for Phase 1.</p>	
5	Street widths shall conform to the Pier 70 Streetscape Master Plan approved by the Port on February 27, 2019. Any revisions to the building heights or construction type may require changes to the street widths and will need to be reviewed and approved by the SFFD and the Port of San Francisco.	<p><b><u>Compliance:</u></b> Complete with SSMP. Additional review would occur as a result of vertical development proposals.</p> <p><b><u>Status:</u></b> Complete with SSMP. Additional review would occur as a result of vertical development proposals.</p>	During vertical design review
6	Fire apparatus access road shall extend to within 150 feet of all portions of the exterior walls of the first story of the building. The fire access road shall continue for at least the entire frontage of each building, where the main building access is located.	<p><b><u>Compliance:</u></b> Addressed in Phase 1 SIP and SSMP.</p> <p><b><u>Status:</u></b> Fire access addressed in SSMP.</p>	
7	Unless allowed under the January 1, 2018 letter attached to the Pier 70 SUD Basis of Design Report and the Pier 70 Streetscape Master Plan approved by the Port on February 27, 2019 or otherwise allowed by SFFD as part of vertical design review, fire apparatus access road shall extend to within 150 feet of all portions of the exterior walls of the first story of the building. The fire access road shall continue for at least the entire frontage of each building, where the main building access is located.	<p><b><u>Compliance:</u></b> Addressed in Phase 1 SIP and SSMP.</p> <p><b><u>Status:</u></b> Michigan Street shown as 150 feet long in Streetscape Master Plan and 22<sup>nd</sup> Street deadend over 150 feet addressed through hammerhead between E2/E3 documented in the Pier 70 Vehicular Turning Supplement,</p>	



		September 10, 2018 included in the SSMP.	
8	Unless allowed under the January 1, 2018 letter attached to the Pier 70 SUD Basis of Design Report and the Pier 70 Streetscape Master Plan approved by the Port on February 27, 2019 or otherwise allowed by SFFD as part of vertical design review, dead-end streets longer than (150) feet, as measured from the throat of the intersection, must provide a sufficient turnaround, to the satisfaction of the SFFD. The SFFD has determined an 80-foot turnaround (40-foot radius) to be sufficient. A SFFD acceptable hammerhead turnaround may be used in lieu of a turn-around with SFFD approval.	<b><u>Compliance:</u></b> Addressed in Phase 1 SIP and SSMP. <b><u>Status:</u></b> Complete for Phase 1.	
9	Streetscape improvements and street furnishings shall not obstruct SFFD access to fire protection equipment or to the building to the satisfaction of the SFFD.	<b><u>Compliance:</u></b> Addressed in Phase 1 SIP and SSMP. <b><u>Status:</u></b> Complete for Phase 1.	
10	All overhead utility and power lines shall not be located within the aerial fire apparatus access roadway.	<b><u>Compliance:</u></b> Addressed in Phase 1 SIP. No overhead utilities or power lines planned within Phase 1 new roadways. All existing power lines will be removed in accordance with approved SIP. <b><u>Status:</u></b> Complete	
11	Provide Fire Call Boxes. Distribution and location to be approved by SFFD and Department of Technology (DT).	<b><u>Compliance:</u></b> Addressed in Phase 1 SIP. <b><u>Status:</u></b> Complete for Phase 1.	

12	Provide additional low pressure hydrants as needed to be within 100 feet distance to any building Fire Department Connection (FDC).	<b>Compliance:</b> Addressed in Phase 1 SIP. <b>Status:</b> Phase 1 complete.	
13	Provide SFFD approved SFMTA custom designed turn templates for SFFD Fire Engine and Fire Truck to demonstrate SFFD vehicles can maneuver proposed streets at each phase of Improvement Plan submittal.	<b>Compliance:</b> Addressed in Phase 1 SIP and SSMP. <b>Status:</b> Complete for Phase 1.	
<b>San Francisco Municipal Transportation Agency (SFMTA)</b>			
1	Detailed infrastructure design for portions of the site that have not been included in the Phase 1 Improvement Plans and Tentative Final Map No.9858, including but not limited to segments of 20th Street, 21st Street, Waterfront Street, and 22nd Street, shall be subject to future SFMTA review and approval.	<b>Compliance:</b> Future IPs <b>Status:</b> Address in future IPs	Address in future phase SIPs
2	As noted in the SFMTA conditions of approval for the Phase 1 Improvement Plans, Instructional Bulletins will be required to finalize the design of each element listed below prior to construction of each element. <ul style="list-style-type: none"> <li>a. Signing, striping and parking changes along Illinois Street between 20th and 22nd Streets;</li> <li>b. Final design of the Blue Greenway along 20th Street (including pavement color/tinting);</li> <li>c. Conformity of bicycle rack/corrals with SFMTA Bicycle Parking Guidelines and Standards;</li> <li>d. Placement of no-parking and tow-away signage;</li> <li>e. Final design of required signal modifications, new traffic signals, and signal timing for the intersections of 20th/Illinois St and 22nd/Illinois Street.</li> </ul>	<b>Compliance:</b> Future IBs and IPs <b>Status:</b> Address in future IBs and IPs	Address in future IBs and SIPs

3	As noted in the SFMTA conditions of approval for the Phase 1 Improvement Plans, curb use designation and curb painting/coloring within the permit set requires additional consultation and permitting from the SFMTA Color Curbs Program. Subdivider shall contact and coordinate with SFMTA a minimum of 30 business days prior to requesting curb designation/painting. Subdivider, Port and SFMTA shall coordinate in the creation of a Curb Management Plan for the project site prior to either the completion of Phase 1 Improvements or the permit issuance of any future phased improvements.	<b><u>Compliance:</u></b> Future IBs and IPs <b><u>Status:</u></b> Address in future IBs and IPs	Address in future IBs and SIPs
4	The Subdivider shall design and construct required signal modifications and the new traffic signal at 21st streets for Phase 2 per SFMTA standards and requirements. The Subdivider shall be responsible for all SFMTA costs of review.	<b><u>Compliance:</u></b> Phase 2 IBs and IPs <b><u>Status:</u></b> Address in Phase 2 IBs and IPs	Address in Phase 2 IBs and SIPs
<b><u>Office of the City Attorney</u></b>			
1	Prior to City issuing any street improvement or excavation permit for a discrete public improvement or facility or the Subdivider's submission of 100% improvement plans, whichever first occurs, Subdivider shall provide a Utility Acceptance Plan and Maintenance Matrix showing which facilities are intended to remain private and which will be offered for City acceptance as well as designating the responsible party for maintenance.	<b><u>Compliance:</u></b> Complete for Phase 1 <b><u>Status:</u></b> Developer has provided Acceptance Plan and Maintenance Matrix. Various documents to implement are in various drafting by City and Port.	
2	The first Phased Final Map shall incorporate any improvements permitted under the Infrastructure Permitting Agreement executed on March 15, 2019. Prior to the submittal of the First Phased Final Map Application, Subdivider shall execute a Public Improvement	<b><u>Compliance:</u></b> We are negotiating the final PIA with City. City gave permission to submit the	

	Agreement that incorporates improvements permitted under the Infrastructure Permitting Agreement.	FSM prior to execution of the PIA.  <b>Status:</b> Will be completed with PIA.	
3	If the Subdivider seeks a street improvement or excavation permit to construct (a) discrete public improvement(s) or facility(ies) other than those permitted under the Infrastructure Permitting Agreement executed on March 15, 2019, in advance of a public improvement agreement or its equivalent for a Phased Final Map, then any condition of this tentative map pertaining to that public improvement or facility shall be satisfied prior to issuance of the street improvement or excavation permit and the Subdivider shall satisfy all requirements of the San Francisco Subdivision Regulations applicable to construction of public improvements in advance of the related Phased Final Map.	<b>Compliance:</b> SIP issued.  <b>Status:</b> Completed for Phase 1.	
4	Prior to action by Public Works on the first Phased Final Map Application, Subdivider shall submit the CEQA mitigation monitoring and reporting program or an equivalent document that shows which mitigation measures are associated with any approvals or authorizations related to the area subject to the subdivision map, e.g., public improvement plans, street improvement or excavation permits, public improvement agreement, Final Map Check Print(s). As part of the Subdivider's submission of any subdivision related materials for City approvals or authorizations, Subdivider shall show with specificity how the mitigation measures applicable to that authorization or approval are or will be addressed.	<b>Compliance:</b> Submitted MMRP as part of Final Map application.  <b>Status:</b> Complete.	
5	In accordance with the Subdivision Regulations, Subdivider, as part of the Final Map Check Print submission, shall prepare a spreadsheet matrix identifying in writing how all the conditions,	<b>Compliance:</b> Complete	

	<p>including subsequent terms, modifications and refinements imposed through separate associated street improvement permits, have been satisfied, with reference to the date each was satisfied, and the method of satisfaction.</p>	<p><b>Status:</b> Will update this matrix as necessary until FSM approval.</p>	
6	<p>The City shall not accept maintenance or liability responsibility for any public improvement to be dedicated to the City until the Board of Supervisors accepts such improvements for City maintenance and liability purposes as part of a complete street. If the City desires, in its sole discretion, to use any such public improvement to be dedicated but prior to Board of Supervisors action, then the City shall enter into an agreement with the Subdivider that is necessary for the City to operate and/or maintain the improvement(s). The City shall approve the terms of an agreement for this purpose no later than the Subdivider's submission of the Final Map Check Print and the agreement shall be included as an Exhibit to the Public Improvement Agreement and be treated as an exception under the Subdivision Regulations. The agreement shall address all costs related to operation, maintenance, and liability for each public improvement subject to the agreement in addition to any other conditions that the City deems appropriate. The Agreement shall not authorize the Subdivider to request inspection for purposes of issuing NOC for the improvements, until all improvements that comprise a complete street are ready for inspection. The operation and maintenance by the City under the agreement shall not change, impact, or otherwise modify Subdivider's warranty of the improvements which shall begin at the issuance of the NOC for the complete street.</p>	<p><b>Compliance:</b> See Exhibit K. <b>Status:</b> Included as Exhibit K to this PIA.</p>	

<b>Public Works/Bureau of Street Use And Mapping - Permits and Infrastructure Task Force</b>		
1	One or more Street Improvement Permit(s), with PIA(s) and bonding will be required for all proposed infrastructure work required to support the project, unless otherwise approved by the Public Works Director.	<p><b>Compliance:</b> Complete for Phase 1. Address in future phases.</p> <p><b>Status:</b> Phase 1 used an IPA and bonded against Phase 1 infrastructure.</p>
2	Because 20th and 22nd Streets are existing public rights-of-way that have not been accepted for maintenance (Article 9 of the PWC), Subdivider shall be responsible for the maintenance and liability to the centerline of said above and below ground improvements on the right-of-way/streets until the rights-of-way are accepted by the Board of Supervisors, unless a separate license or agreement is entered into by the City with Subdivider.	<p><b>Compliance:</b> See Exhibit K.</p> <p><b>Status:</b> Included as Exhibit K to this PIA.</p>
3	Separate instruments require execution between SFPW and Port to accept both maintenance and liability of all streets/areas under Port Jurisdiction. Until the execution of such instruments, the streets within the project within Port jurisdiction will be maintained by the Port with liability borne by the Port.	<p><b>Compliance:</b> Included in Jurisdictional MOU.</p> <p><b>Status:</b> Included in Jurisdictional MOU.</p>
<b>Public Works/Bureau of Street Use And Mapping – Division Of Surveying And Mapping</b>		
1	The Subdivider shall submit for timely review and approval all documents necessary for the process of completing or bonding for improvements, recording Final Maps, CC&Rs, deeds, notices of restriction, redemption of bonds and final "acceptance" of future public facilities.	<p><b>Compliance:</b> Depends on timing for each type of document.</p> <p><b>Status:</b> Depends on timing for each type of document. Some of the Phase 1 docs have already</p>

		been reviewed and approved as part of IPA.	
2	In any submittal of a Final Map Application, Subdivider shall provide evidence satisfactory to the Director that all owners of property within such Final Map are vested in title and operate with sufficient legal authority to convey and encumber the property rights being affected by the Final Map. At the time of recordation of the Final Map, a subdivision guarantee issued by a title insurance company showing fee title vested in each such owner shall constitute satisfactory evidence of fee ownership for purposes of this condition and shall be recorded together with the Final Map.	<p><b>Compliance:</b> Ongoing</p> <p><b>Status:</b> Submitting PTR with the original Application and will submit a guarantee at recordation of FSM. Submitting updated PTR with revised FSM.</p>	
3	Unless the timing to satisfy any condition included in this approval is otherwise specified, the Subdivider shall satisfy the condition upon the earlier to occur of the Subdivider's submission to Public Works of 100% improvement plan design, Public Works approval of the public improvement agreement or its equivalent as specified in the San Francisco Subdivision Code, or the Subdivider's submission of Final Map Check Print. Notwithstanding the above, if the Subdivider seeks a street improvement or excavation permit to perform construction of a discrete public improvement(s) or facility (ies) in advance of a public improvement agreement or its equivalent, then any condition pertaining to that public improvement or facility shall be satisfied prior to issuance of the street improvement or excavation permit and the Subdivider shall satisfy all requirements of the San Francisco Subdivision Regulations applicable to construction of public improvements in advance of a final map.	<p><b>Comment:</b> There are many COAs that are triggered by vertical development and do not have any timeline associated, so the blanket language does not work. Per Judson True on 8/21/19, City will not change this language, but will work with Subdivider when this timeline does not apply to a specific COA.</p> <p><b>Compliance:</b> Depends on individual COA.</p> <p><b>Status:</b> Depends on individual COA.</p>	

4	<p>The Subdivider shall set permanent and identifiable monuments sufficient to retrace all boundary lines shown on a Final Map. Subdivision monuments shall be set in the public right of way at offsets from each intersection of a lot line with a block line or block line with a block line or point of intersection in a block line. The offset distance may be 6.00 feet except in cases where such other offset distance is approved by the City and County Surveyor. All monuments shall be set in accordance with the Subdivision Regulations, Appendix A. At DPW's discretion Subdivider shall propose a separate revised Subdivision Improvement Agreement to the City and County Surveyor and provide adequate security sufficient to guarantee the future completion of all such installations in lieu of providing for this in the primary public improvement agreement for the subdivision map. In no event shall the setting of monuments be delayed longer than five years after recording of a Final Map.</p>	<p><b><u>Compliance:</u></b> Final map (or up to 5 years after). Developer provided draft monument plan and estimate of \$25,000 for installation. Waiting for comments from BSM to finalize bonding.</p> <p><b><u>Status:</u></b> Subdivider waiting for comments from BSM.</p>	<p>Up to 5 years after FSM approval</p>
5	<p>Prior to submitting a Final Map Check Print the subdivider shall provide survey monument plan to be reviewed and approved by the City and County Surveyor.</p>	<p><b><u>Compliance:</u></b> Complete</p> <p><b><u>Status:</u></b> Complete. Included with Final Map application.</p>	
6	<p>The Subdivider shall prepare the Final Map in substantial conformance with the approved Tentative Map, as well as the Subdivision Map Act and the San Francisco Subdivision Code.</p>	<p><b><u>Compliance:</u></b> Complete</p> <p><b><u>Status:</u></b> Complete. Addressed with Final Map application.</p>	
7	<p>The number of condominium units within the subdivision shall not exceed 2,150 residential and 200 commercial units. The number and identity of units within each lot and tax parcel shall be clearly shown on the Final Map.</p>	<p><b><u>Compliance:</u></b> Complete</p> <p><b><u>Status:</u></b> Complete. Addressed with Final Map application.</p>	



8	Approved Improvement Plans and a Public Improvement Agreement are required prior to Public Works approving any Final Map related to this Tentative Map, or amendments hereto.	<p><b><u>Compliance:</u></b> IPs approved and PIA will be approved prior to approval of the FSM.</p> <p><b><u>Status:</u></b> IPs approved and PIA will be approved prior to approval of the FSM.</p>	
9	Easement Agreements shall be required for any public easements offered on the Final Map related to this Tentative Map. No Easement shall take effect until the recordation of said Easement Agreement. Easements not previously shown and approved on the Tentative Map shall not be offered to or accepted by the City.	<p><b><u>Compliance:</u></b> Complete</p> <p><b><u>Status:</u></b> Complete – there will not be any easements since area with on Port property.</p>	
10	All Easement Agreements, Offers of Dedication, Offers of Improvements, Grant Deeds or any other documents shall be executed by Subdivider and submitted to Public Works prior to approval of the Final Map or Improvement Plans, whichever comes first, unless otherwise approved by the City. Review of the documents by the Director and City Attorney shall be concurrent with review and approval of the Public Improvement Agreement.	<p><b><u>Compliance:</u></b> Complete</p> <p><b><u>Status:</u></b> Executed Offers included in final map package.</p>	
11	Public Works shall not accept any retaining walls. All retaining walls, if any, shall be built on lands outside the public right of way. If any retaining walls are built on lands in the public right of way, such retaining walls would be subject to a major encroachment permit issued at the discretion of the Director of Public Works.	<p><b><u>Compliance:</u></b> Address in MEP and maintenance agreements/matrix.</p> <p><b><u>Status:</u></b> City directed that MEP and maintenance matrix will be completed after the FSM.</p>	
12	Prior to the Final Map, or as otherwise provided for in the PIA or amended PIA, Subdivider shall apply for and receive any required vacation action by the Board of Supervisors, or quitclaim, of all public easements for utilities and right-of-way purposes except	<p><b><u>Compliance:</u></b> Complete for Phase 1.</p>	

	those currently or proposed to be used for this project. All existing easements within the limits of this subdivision or related thereto, must be shown on the Final Map or quitclaimed prior to the approval of the Final Map or otherwise provided in the PIA or amended PIA. The quit claim process will depend on whether any facilities will be abandoned, or alternate facilities constructed to replace the need for such utilities in the easement.	<b>Status:</b> Complete for Phase 1.	
13	Subdivider shall be solely responsible for the proper protection, referencing, and replacement of existing survey markers and control monuments throughout the project area and adjacent affected neighborhoods until the project streets are accepted by the City. Upon installation, monument locations shall be submitted to the City and County Surveyor for official naming and inclusion in the City's records. Lost, destroyed and/or replaced survey control and monumentation shall be done in compliance the PLS Act and coordinated with the City and County Surveyor. Failure to comply with the provisions shall cause the County Surveyor to perform any required obligations under the Surveyor's Act. If the County Surveyor performs any such required obligations, the County Surveyor may recover such costs and expenses, including any attorney's fees, for such performances from the Subdivider.	<b>Compliance:</b> Until acceptance <b>Status:</b> Ongoing until acceptance	Until acceptance
14	The Final Map Owner's Statement shall provide for all offers of public dedication.	<b>Compliance:</b> Included with Final Map – Port, as owner, not offering any offers. <b>Status:</b> Complete	
15	Subdivider shall provide a Certificate of Improvement Agreement on the face of the Final Map.	<b>Compliance:</b> Included with Final Map <b>Status:</b> Complete	

16	Prior to the approval of the Final Map, Subdivider shall provide a copy of the corporate resolution or its equivalent evidencing the signatory's authority on behalf of the Subdivider.	<b><u>Compliance:</u></b> Provided 2/12/20. <b><u>Status:</u></b> Complete.	
17	Prior to the Final Map approval, Subdivider shall provide the City with copies of all certified letters sent and responses obtained pursuant to Government Code Section 66436. Provide a written statement indicating any responses not received.	<b><u>Compliance:</u></b> Per discussion with James Ryan envelopes are not needed for FSM. <b><u>Status:</u></b> Developer to provide envelopes when BSM is ready to mail. Please confirm if there is a need for envelopes, since per BSM, BOS hearing will be notified per BOS process vs. mailing separate notices.	
18	The "Lot Information" Table on each Final Map shall include the following information: Lot Number, Area, Assessor's Parcel Number, Use, and Public Trust Status.	<b><u>Compliance:</u></b> Included with Final Map <b><u>Status:</u></b> Complete except for APNs which will be provided by BSM for just the lots that change from Transfer Map and for the reservation of the condos	
19	Prior to Final Map Check Print, all associated State Lands approvals and trust exchanges shall be completed and identified on a Record of Survey or shall be represented on an additional sheet of the Final Map.	<b><u>Compliance:</u></b> Complete <b><u>Status:</u></b> Complete	
20	The Final Map shall not contain a lot line that crosses an existing building or existing lease line, unless the lots underlying the existing building or existing lease line are subject to a lot tie agreement. Subdivider shall provide proof of any lot tie agreement	<b><u>Compliance:</u></b> Lot tie agreements were completed with Transfer Map.	

	prior to submitting the related Phased Final Map. All street vacations necessary for the Phased Final Map shall be approved prior or concurrently with the Phased Final Map.	<b>Status:</b> Complete.	
21	Final Maps shall maintain the horizontal datum as the “North American Datum of 1983: NAD83 (2011) 2010.00 Epoch” referenced by the “CCSF-2013 High Precision Network” (CCSF-HPN). Plane coordinates are based on the “City & County of San Francisco 2013 Coordinate System” (CCSF-CS13). The CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. (Book EE Records of Surveys Page 147-157 SFCR).	<b>Compliance:</b> Included with Final Map <b>Status:</b> Complete	
22	CAD Polygons of all associated parcels shall be provided along with each Mylar submittal.	<b>Compliance:</b> To be included with Mylar Map <b>Status:</b> Include with Mylar Map	
23	Subdivider shall make all reasonable efforts to avoid the need for Lot Line Adjustments prior to recordation of the final phased Final Map and shall not submit an application for a Lot Line Adjustment prior to informing the City and County Surveyor and disclosing any required relocation of existing utilities, infrastructure, or easements necessitated by the proposed Lot Line Adjustment. Any application for a Lot Line Adjustment shall demonstrate to the City’s satisfaction how the parcels resulting from the lot line adjustment would conform to the General Plan, the Pier 70 Special Use District or other applicable special area plan, and any applicable zoning and Building Code requirements, and would not conflict with the Subdivision Map Act. Upon Subdivider’s submittal of a Lot Line Adjustment application, no subsequent Lot Line Adjustment application shall be accepted prior to the approval of the previously submitted Lot Line Adjustment application and recordation of the	<b>Compliance:</b> Occurs after Final Map. <b>Status:</b> Post-mapping item.	Ongoing

	deeds resulting from that Lot Line Adjustment. Subdivider shall prepay the real property taxes prior to the approval of the lot line adjustment, and facilitate the relocation of existing utilities, infrastructure, or easements necessitated by the proposed Lot Line Adjustment.		
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**EXHIBIT E**

**Notice of Completion Required Documents**

1. Subdivider's Request Letter for Notice of Completion
2. Deferred Work Letter Approval
3. Contractor Substantial Completion Letter
4. Civil Engineer Completion Notice
5. Geotechnical Engineer Completion Letter
6. Landscape Architect Completion Notice (if applicable)
7. Construction Manager Completion Notice (if applicable)
8. City's Approval of Subdivider's Final Punch-List
9. Utility Conformance Letter (as applicable)
10. As-Built Plan Approval
11. Survey Monuments
12. Test Reports
13. Joint trench conduits mandrel test
14. Confirmation of Removal of all Non-Compliance Reports (if necessary)
15. Confirmation of all Change Orders/Instructional Bulletins
16. Lien Notification to General Contractor and Subs Bill of Sale (if necessary)
17. 3<sup>rd</sup> Party Reimbursement Payment Confirmation (if necessary)
18. Assignment of Warranties and Guaranties
19. License Agreements

**EXHIBIT F**

**Acceptance Required Documents**

1. Recorded Notice of Completion
2. Confirmation from the City that Spare Parts have been provided (as applicable)
3. Operation and Maintenance Manuals
4. Notice of Completion Recommendation from Department of Public Works
5. Subdivider's Request for Acceptance
6. City Final Punch-list Approval
7. Mechanic's Lien Guarantee
8. Updated Offers of Improvements (if applicable)
9. Updated Grant Deed (if applicable)
10. A17 and Q- Grade and boundary map

**EXHIBIT G-1**

**Pump Station Relocation Work**

Proposed 20th Street Pump Station Layout Technical Memorandum, dated October 12, 2018.



## **Pier 70 SUD Project**

# **Proposed 20<sup>th</sup> Street Pump Station Layout Technical Memorandum**

**October 12, 2018**



255 Shoreline Drive, Suite 200  
Redwood City, CA 94065  
650.482.6300

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## APPENDICES

- Appendix A – Pier 70 Enhanced Pump Station Analysis
- Appendix B – Draft Basis of Design Report (Preferred Alternative)
- Appendix C – Conceptual Engineering Report Plans (Preferred Alternative)
- Appendix D – Enhanced Pump Station Outline
- Appendix E – Enhanced Pump Station Cost Estimate

## **SECTION 1: INTRODUCTION**

### **1.1 Introduction and Purpose**

The 20<sup>th</sup> Street Combined Sewer Pump Station (TWS) is located within Pier 70, east of the end of 20<sup>th</sup> Street, southwest of Building 6. It serves approximately 51.0 acres, including the entirety of the Pier 70 SUD Project (Project) and additional land lying north of 20<sup>th</sup> Street and east of Illinois Street, owned by the City and County of San Francisco and under the jurisdiction of the Port of San Francisco.

As required by the approved Pier 70 SUD Infrastructure Plan, the TWS and associated infrastructure (force main, storage pipe, and control structures for Outfalls 30 and 30A) will be designed and reconstructed by the developer for the Project, dedicated to the City of San Francisco, and operated by the San Francisco Public Utilities Commission Wastewater Enterprise (SFPUC WWE).

The approved Pier 70 SUD Project Grading and Combined Sewer System Master Plan (GCSMP) includes system layout and modeling included as the basis for the proposed layout of the combined sewer infrastructure for the Project. Included as Appendix H to the GCSMP is the Pier 70 Special Use District Alternatives Screening for Key Sewer Elements and Construction Timing Narrative (Alternatives Screening). The Alternatives Screening included review of alternatives for the pump station location, pump station capacity, pump station replacement schedule, and outfall schedule. The Project is proceeding with the preferred alternatives identified in the Alternatives Screening all occurring during Phase 3 of the project which include: placing the TWS in/adjacent to Building 108, replacing the TWS to match existing output, and repairing/modifying the outfalls.

The objective of the Proposed 20<sup>th</sup> Street Pump Station Layout Technical Memorandum is to provide schematic layout and geometry of the TWS and to confirm the future pump and force main sizing for the replacement pump station to meet SFPUC planning requirements. In addition, this Technical Memorandum examines further TWS

enhancements requested by the SFPUC to prevent combined sewer discharges during a typical year. These enhancements would increase pump flow rates and affect force main and pump sizing, which in turn increases costs compared with the preferred alternative. The SFPUC needs to provide direction on whether to proceed with the TWS preferred alternative or the enhanced TWS to dictate the sizing of Phase 1 force main to be approved for design and construction. The TWS Enhancements are further discussed in Appendix A.

## **1.2 Report Scope**

The 20<sup>th</sup> Street Pump Station Layout Technical Memorandum includes: background information for the existing and proposed pump station, a draft of the Basis of Design (BOD) including the Table of Contents and Outline for the Final BOD, and 20<sup>th</sup> Street Pump Station Layout Technical Memorandum plans. The Plans include an overall plan sheet identifying the location for the TWS and associated infrastructure, schematic layout and section plans for the pump and equipment, control structures, and an analysis of the enhanced TWS including increased costs.

## **SECTION 2: BACKGROUND**

### **2.1 Existing Pump Station**

Combined sewer (CS) flows discharge to the existing TWS at the east end of 20th Street. Sanitary sewer and stormwater flows from normal storm events are pumped to the 27-inch gravity CS main in Illinois Street via a 10-inch diameter force main in 20th Street and a portion of Illinois Street. The pump station works in conjunction with 42-inch and 54-inch on site storage pipes and control structures for the existing outfall structures 30 and 30A to manage stormwater and limit the number of CS discharge events as identified in the City's NPDES permit. CS flows in excess of the pump and storage capacity are discharged to San Francisco Bay. Control structures are set to limit discharges, the control structure (part of the existing TWS) for outfall 30 has a weir elevation set at 8.3' (SFVD13), and the control structure for outfall 30A set at elevation 8.6' (SFVD13).

Completed in 1993, the TWS consists of two submersible pumps with a combined peak pumping capacity of 3 million gallons per day (MGD). The two duty pumps operate based on predefined lead/lag set points. The station has two modes of operation for the dry weather (DW) and wet weather (WW) conditions. Only a single pump operates during the DW conditions, and both pumps run during wet weather conditions.

### **2.2 Related Prior Design Information**

As mentioned above, the layout and timing of the infrastructure to be constructed by the Project is documented through the approved GCSMP. The alternatives screening concluded the TWS Replacement will be located in the vicinity of Building 108. The wet well will be located in the parking lot east of Building 108. If blackwater treatment and district wide reuse is implemented for the Project, a Water Treatment and Recycling System (WTRS) is anticipated to be constructed within Building 108. Ancillary equipment will likely be located within the building to support the TWS includes but is not limited to a control panel, transformer, and back-up generator. Locating equipment in building 108 is preferred to meet SFPUC security requirements. However, this is only feasible if the

structure is retrofitted as a part of the WTRS project. Alternatively, the equipment would be placed in the parking lot within enclosures. In addition to determining the preferred alternative for the location of the TWS Replacement, the Alternatives Screening determined that the preferred alternative would match the output and storage of the existing TWS, construct the TWS and repair/modify the outfalls in Phase 3 of the Project.

### **2.3 Enhanced TWS**

Since the Alternatives Screening was completed, the Project has been working with SFPUC to determine whether the TWS Replacement requires an increased output to reduce CSD events, which will be referred to in this Technical Memorandum as the Enhanced TWS. The Pier 70 Enhanced Pump Station Analysis Memorandum (Enhanced Pump Station Memo) by BKF Engineers, dated June 29, 2018, advises on the sizing of the enhanced TWS and has been included as Appendix A to this Technical Memorandum.

Our understanding is that the SFPUC is studying how the Enhanced TWS would be designed and constructed. The increased flows associated with the enhancements have been demonstrated in the model to increase output from the Enhanced TWS. This impacts the Pier 70 SUD Phase 1 Improvements and if the enhancements were to be approved by SFPUC, they would require upsizing of the proposed force main and replacement of the existing force main in 20<sup>th</sup> and Illinois Streets, respectively. The Enhanced Pump Station Memo provides the modeled force main pipe velocities if replaced in diameters ranging from 10 inches to 18 inches. If the Enhanced TWS proceeds, BKF anticipates the force main will be sized as a 16 or 18 inch diameter pipe to meet minimum and maximum velocities required by the Subdivision Regulations. Section 5 of this Technical Memorandum evaluates the velocities in a 16-in and 18-in force main if the Enhanced TWS is required. Appendix A includes an analysis of the force main velocities while the existing pump station is in use and in the event the Enhanced TWS is elected and requires an upsized force main.

### **SECTION 3: DRAFT BASIS OF DESIGN REPORT**

The Draft Basis of Design Report including table of contents has been included as Attachment C to this document. An outline of the data used to prepare this Technical Memorandum, which will be finalized with the Basis of Design Report to be submitted in advance of the first Construction Document submittal for the TWS Replacement, has been included with the Draft Basis of Design Report.

## **SECTION 4: CONCEPTUAL ENGINEERING REPORT PLANS**

The plans to accompany this report are titled Proposed 20<sup>th</sup> Street Pump Station Layout Technical Memo Plans and are included in this Report as Appendix C. The appendix includes a site plan, layout and cross-section of the proposed pump station and layout and cross-sections of the proposed weir and outfalls.



## SECTION 5: ENHANCED TWS

The Enhanced TWS alternative will require upsizing of the proposed force mains to be installed in 20th and Illinois Streets within Phase 1 of the Project. The Enhanced TWS alternative will also require upsizing of the pumps from (2) 65 HP pumps (Preferred Alternative) to (2) 110 HP pumps (Enhanced TWS). Until the Enhanced TWS is reconstructed, the site will continue to utilize the existing infrastructure, including the existing 10-inch force main from the eastward end of the force main replacement in 20<sup>th</sup> Street out to the existing TWS. An anticipated 16 or 18-inch diameter high density polyethylene (HDPE) force main will be connected to the existing 10-inch ductile iron force main in 20<sup>th</sup> Street just east of Maryland Street, and will be reduced to transition between the two sizes. The existing 10-inch force main would be removed during Phase 3 of the project, and replaced with an upsized HDPE force main that will support the Enhanced TWS flows.

During Phases 1 and 2, prior to the increased output from the Enhanced TWS, the upsized force main will operate under lower velocities. The following table summarizes velocities that are anticipated based on the existing pump output published on the 20<sup>th</sup> Street Pump Station Hydraulic Assessment memorandum by the SFPW, of approximately 1,100 gpm with one pump running, and 1,850 gpm with both pumps running:

Force Main Diameter (inches, nominal)	Pumps in Operation	Velocity (feet per second)
16	1	2.29
16	2	3.85
18	1	1.81
18	2	3.05

Should the Enhanced TWS proceed, installing the 16-inch force main would allow for the minimum velocity of 2 feet per second during average sanitary flow conditions required by Section XVI.B of the City and County of San Francisco 2015 Subdivision Regulations (Sub Regs). If the 18-inch force main is preferred, a resulting velocity of 1.81 feet per second would require an exception to the Sub Regs.

Appendix D of this document presents calculated parameters for both 16 and 18-inch force mains connecting to the Enhanced TWS.

A cost estimate for the Enhanced TWS including a 50% additional cost of design, construction contingency, bond, insurance, construction management and City fees has been produced as a letter by Plant Construction Company and is included as Appendix E to this Technical Memorandum.

---

## **APPENDIX A**

### **Pier 70 Enhanced Pump Station Analysis**



## TECHNICAL MEMORANDUM

---

**Date:** October 11, 2018

**BKF Job No.:** 20140015

**Deliver To:** Craig Freeman

**From:** Todd Adair, P.E.

**Subject:** **Pier 70 Enhanced Pump Station Analysis [Rev. 1]**

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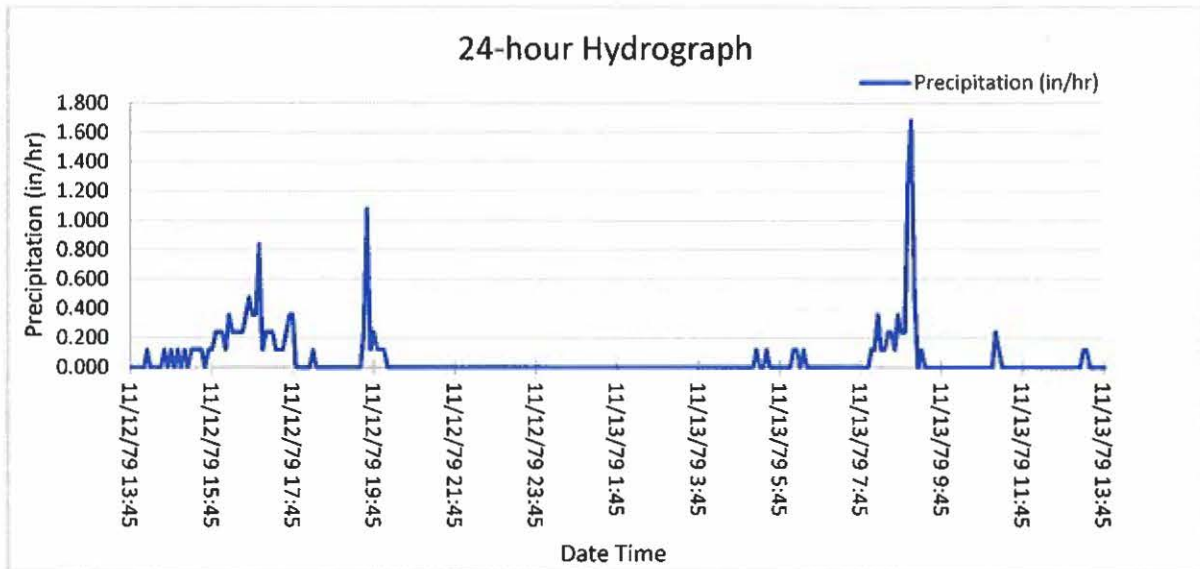
### Engineering Analyses

BKF conducted a hydrologic and hydraulic analysis of the proposed Pier 70 combined sewer system to determine an “enhanced” pump flow rate to prevent Combined Sewer Discharge (CSD) events during the typical year. Prior to the preparation of this memorandum, BKF modeling staff met with SFPUC modeling staff to discuss modeling approaches and assumptions. The purpose of this Technical Memorandum is to document the hydrologic methodology and assumptions used for the analysis, and to present the results of the analysis to the SFPUC for concurrence. The analysis utilizes the XPSTORM 2017 (XPS) dynamic hydrologic and hydraulic modeling program and the Santa Barbara Urban Hydrograph (SBUH) method. All elevations presented herein are in San Francisco Vertical Datum 2013 (SFVD13). The resulting pump rate was used to develop a conceptual pump size that may be used for conceptual cost estimations.

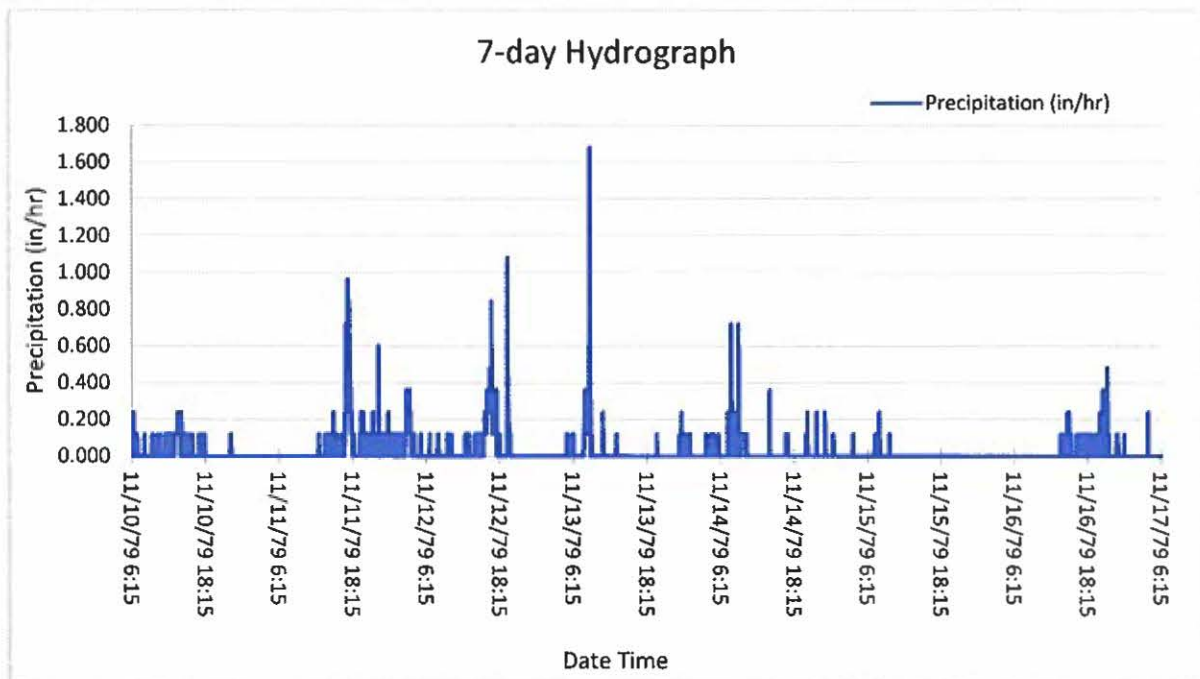
### Hydrology

The typical year rainfall record was provided by the SFPUC. Running the complete data set in XPS takes several days to complete and may not be appropriate for the SBUH methodology. To expedite analyses, BKF developed two storm events based on the typical year data: a 24-hour event and a 7-day event. These are representative of the largest storm events both in peak intensity and total volume during the typical year and are used in lieu of simulating the full typical year data set.

The 24-hour event is based on the maximum 5-minute average intensity within the typical year data set. This has been identified 1.68-inches per hour and occurs on November 13, 1979 at 09:00. The second and third highest intensities within fourteen (14) hours prior to the maximum intensity. Therefore, the 24-hour duration storm includes the data from November 12, 1979 at 13:45 to November 13, 1979 at 13:45. A graph of the 24-hour hydrograph is shown below.



The 7-day event is based on the maximum total volume that occurs within any seven-day period within the typical year data set. This has been identified as the week ending on November 17, 1979 at 06:15. During this week, a total of 5.12 inches of rainfall occurs. Therefore, the 7-day duration storm includes the data from November 10, 1979 at 06:15 to November 17, 1979 at 06:15. Coincidentally, the 24-hour duration event occurs within the 7-day period. A graph of the 7-day hydrograph is shown below.



The 24-hour storm event and 7-day storm event were run through the proposed Pier 70 model and the 7-day storm event was determined to generate the highest HGL at the combined sewer outfall structures (CSO weirs). Therefore, the 7-day storm event is used as the typical year design storm.

## Current Pump Station

The typical year design storm was run through the current proposed storm drain model configuration to determine if a CSD event occurs using the current proposed pump station flow rate (4.1 cfs). The results show a CSD event occurs via the southern outfall during the typical year:

- The northern weir has a crest elevation of 7.9. The HGL upstream of the northern weir is 7.78.
- The southern weir has a crest elevation of 6.4, The HGL upstream of the southern weir is 7.47.

The current proposed force main is 10-inches in diameter. Given the 4.1 cfs pump flow rate, the force main will see a maximum velocity of approximately 7.5 fps.

## Enhanced Pump Station

The pump station flow rate was increased over several model iterations to lower the HGL in the system near the CSO weirs and prevent the weirs from being overtopped during the typical year design storm. A flow rate of 11.0 cfs was determined to be the minimum flow rate required to lower the HGL below the CSO weir crests. At 11.0 cfs, the HGL results are as follows:

- The HGL upstream of the northern weir is 6.29.
- The HGL upstream of the southern weir is 6.29.

We have assumed that the enhanced force main velocity may not exceed the proposed force main velocity (7.5 fps). Therefore, the enhanced force main must be increased (from 10-inches) to 18-inches to accommodate the 11.0 cfs flow rate. Assuming an 18-inch diameter force main, we estimate two 101 HP duty pumps are required.

The following table shows the velocities associated with the 11.0 cfs flow with different force main diameters:

Diameter	Velocity
inch	fps
10	20.17
12	14.01
14	10.29
16	7.88
18	6.22

## TECHNICAL MEMORANDUM

**Date:** ~~June 29~~October 11, 2018

**BKF Job No.:** 20140015

**Deliver To:** Craig Freeman

**From:** Todd Adair, P.E.

**Subject:** **Pier 70 Enhanced Pump Station Analysis [Rev. 1]**

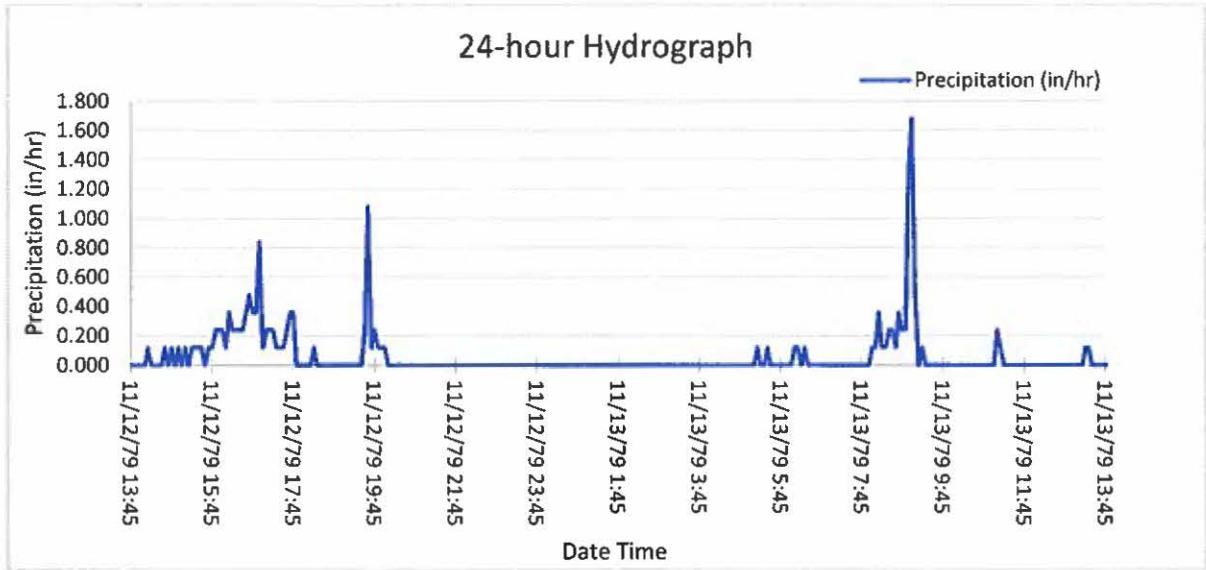
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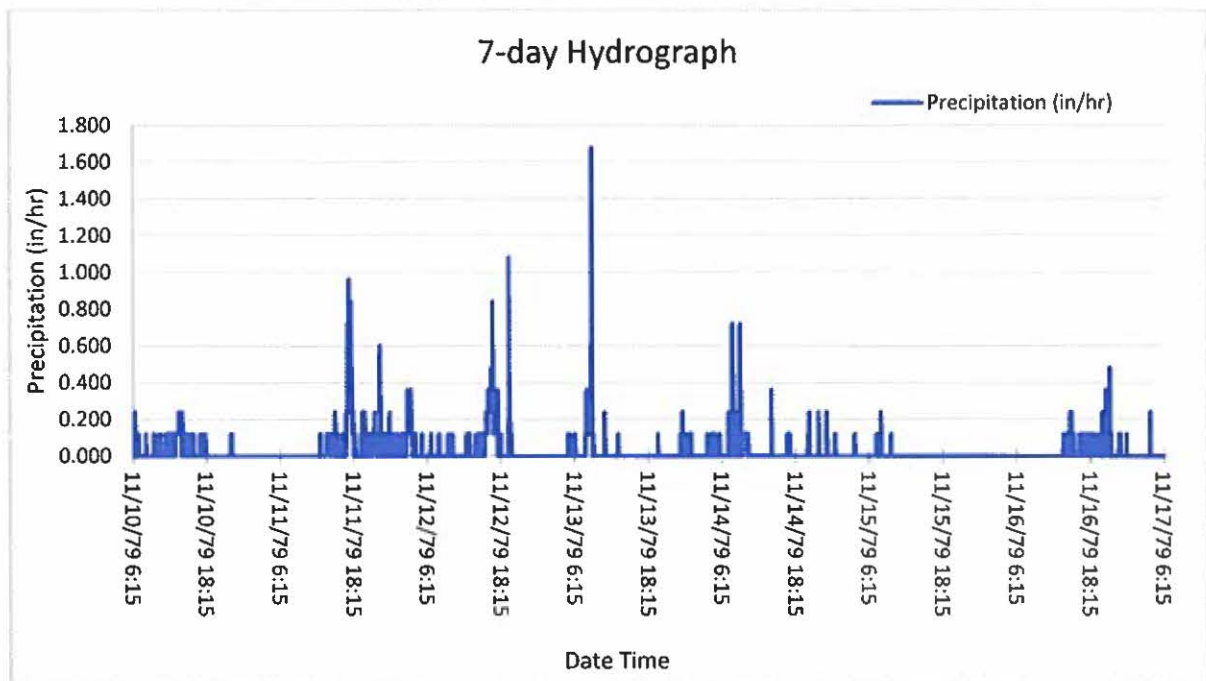
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The 24-hour event is based on the maximum 5-minute average intensity within the typical year data set. This has been identified 1.68-inches per hour and occurs on November 13, 1979 at 09:00. The second and third highest intensities within fourteen (14) hours prior to the maximum intensity. Therefore, the 24-hour duration storm includes the data from November 12, 1979 at 13:45 to November 13, 1979 at 13:45. A graph of the 24-hour hydrograph is shown below.



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The current proposed force main is 10-inches in diameter. Given the 4.1 cfs pump flow rate, the force main will see a maximum velocity of approximately 7.5 fps.

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Diameter	Velocity
inch	fps
10	20.17
12	14.01
14	10.29
16	7.88
18	6.22

Pier 70 Review Comment Form

Submittal: Pier 70 "Enhanced PS Analysis" TM

Date Received: 6/29/18

Comments Transmitted: Advance comments 7/6/18; comments form 7/27/18

Date of Comments:	
Agency:	SFPUC
Division/Unit:	WWE
Primary Contact:	Craig Freeman
Telephone:	(415) 834-5740
Email:	cfreeman@sfpwater.org
Reviewer(s):	SFPUC WWE

Comment Type Category:

- G - General
- T - Technical
- E - Editorial
- C - Coordination

Response Code:

- 1 - Accepted - Will comply
- 2 - Accepted - Action completed
- 3 - Discussion or clarification required
- 4 - Unacceptable for reasons given

Comment Status Code:

- 1 - Resolved
- 2 - Resolution pending
- 3 - Unresolved
- 4 - Deferred to next submittal

Comment No.	Reviewer	Comment Type	Reference (Page / Section / Dwg. / Fig. #)	REVIEW				RESPONSE				VERIFICATION	
				Review Comment	Respondent	Response Date	Response Code	Response Comment	Comment Status Code	Note			
1	CF	E		The specific purpose of the memo is not identified. However, based on a conversation between Craig Freeman and Todd Adair on July 10, the SFPUC understands that the purpose is to document the project team's proposed methodology for extracting and utilizing select representative storm events from the SFPUC Typical Year precipitation data set. It is also understood that prior to preparation of the memo, methodology approaches were discussed between BKF modeling staff (Erik) and SFPUC modeling staff (Julio and Mira).	BKF	10/11/2018	1	The SFPUC's understanding is correct. Additional information has been added to the first paragraph to describe the purpose of the memorandum.					
2	MC	T		SFPUC Hydraulics concurs with the approach used by BKF to select the two storm events from the larger TY rainfall dataset to evaluate the PS sizing.	BKF	10/11/2018	1	Understood.					
3	JM	T	3	Identify vertical datum.	BKF	10/11/2018	1	San Francisco Vertical Datum 2013 (SFVD13). This has been added to the memorandum.					
4	JM & CF	T		The weir heights shown do not match SFPUC records. Prior email correspondence from SFPUC to BKF (7/6/18, 7/10/18) requested clarification. This topic also identified in SFPUC comments in the first draft Street Improvement Plan set (SFPUC email dated 6/11/18 to Bryce, cc: all), and addressed at that time in a BKF reply (6/14/18 email from Ryan B. "We'll update the weir and baffle elevations to match the records. We're not proposing modifications to either."). Please reclarify the following: (1) Is the project team proposing to change weir heights? (No changes should proceed without coordination with SFPUC), and (2) If proposing changes to heights, has any of the previously provided modeling included those revise weir elevations?	BKF	10/11/2018	1	1) Existing weir heights will remain as is, proposed weir heights are different, but changes occur when new weirs are constructed. 2) Proposed weir heights are included in the approved Grading and Combined Sewer MUP.					

**APPENDIX B**

**Draft Basis of Design Report**

**(Preferred Alternative)**

## **PIER 70 SUD - DRAFT BASIS OF DESIGN OUTLINE**

### **20TH STREET COMBINED SEWER PUMP STATION REPLACEMENT**

The following report presents the basis of design for the replacement of the 20<sup>th</sup> Street Combined Sewer Pump Station (CSPS). The CSPS will be located in the parking lot east of Building 108, north of the extension of 20<sup>th</sup> Street to be constructed as a part of the Pier 70 SUD project. Both the CSPS and portion of 20<sup>th</sup> Street fronting the pump station will be constructed with Phase 3 of the project. This report will present design elements and details of the pump station design and ancillary improvements. The following outline will be included with Basis of Design Report to be submitted in advance of the first submittal of the Improvement Plans for permitting of the CSPS.

#### **1. EXECUTIVE SUMMARY**

#### **2. OWNERSHIP**

#### **3. HYDRAULIC DESIGN**

1. Sanitary Sewer Flow
2. Combined Sewer Flow
3. Pump Operating Settings
4. System Curve
5. Pump Curve and Efficiency
6. Wet Well Self-Cleaning Features
7. Wet Well Sizing
8. Reliability and Redundancy
9. Force Main Velocity

#### **4. PUMP STATION LAYOUT**

#### **5. PUMP ELEMENTS**

#### **6. WET WELL ELEMENTS**

#### **7. ODOR CONTROL UNIT**

#### **7. ELECTRICAL ELEMENTS**

1. Power Transformer
2. Service Switchboard
3. Backup Generator
4. Motor Control Center
5. Pumps Control
  
6. Lighting
7. SCADA
8. Gas Detection

#### **8. ACCESS AND SURFACE ELEMENTS**

1. Access
2. Hatch

<b>Pier 70 TWS Replacement Outline</b>		
<i>Flygt NP 3301 HT 3~468</i>		
<b>Parameters</b>		<b>Units</b>
Average DW inflow	372	gpm
Output (Both Pumps Running)	1850	gpm
Output (One Pump Running)	1100	gpm
Ground surface at discharge	41.0	
Wet Well Invert	-13.5	
Wet Well Diameter	10	ft
Wet Well Area	78.5	sf
Working Depth	4	ft
Wet Well Active Storage	2349.91	cf
Time to Empty	2.54	mins
Time to Fill	6.32	mins
Cycle Time	8.86	mins
Min Run Time	152	seconds
<b>Starts per Hour</b>	<b>7</b>	
Wet Well Pipe inside diameter	6.4	in
Wet Well Pipe Area	0.22	sf
Wet well Total Head losses	8.57	ft
Forcemain Diameter	9.72	in
Forcemain Length	1735	ft
Friction Losses	55.64	ft
Static head	52.54	ft
Bend and Tee losses	5.69	ft
Forcemain Velocity (2 pumps)	8.01	ft/sec
Forcemain Velocity (1 pump)	4.00	ft/sec

**APPENDIX C**

**Proposed 20<sup>th</sup> Street Pump Station Layout**

**Technical Memorandum Plans**

**(Preferred Alternative)**

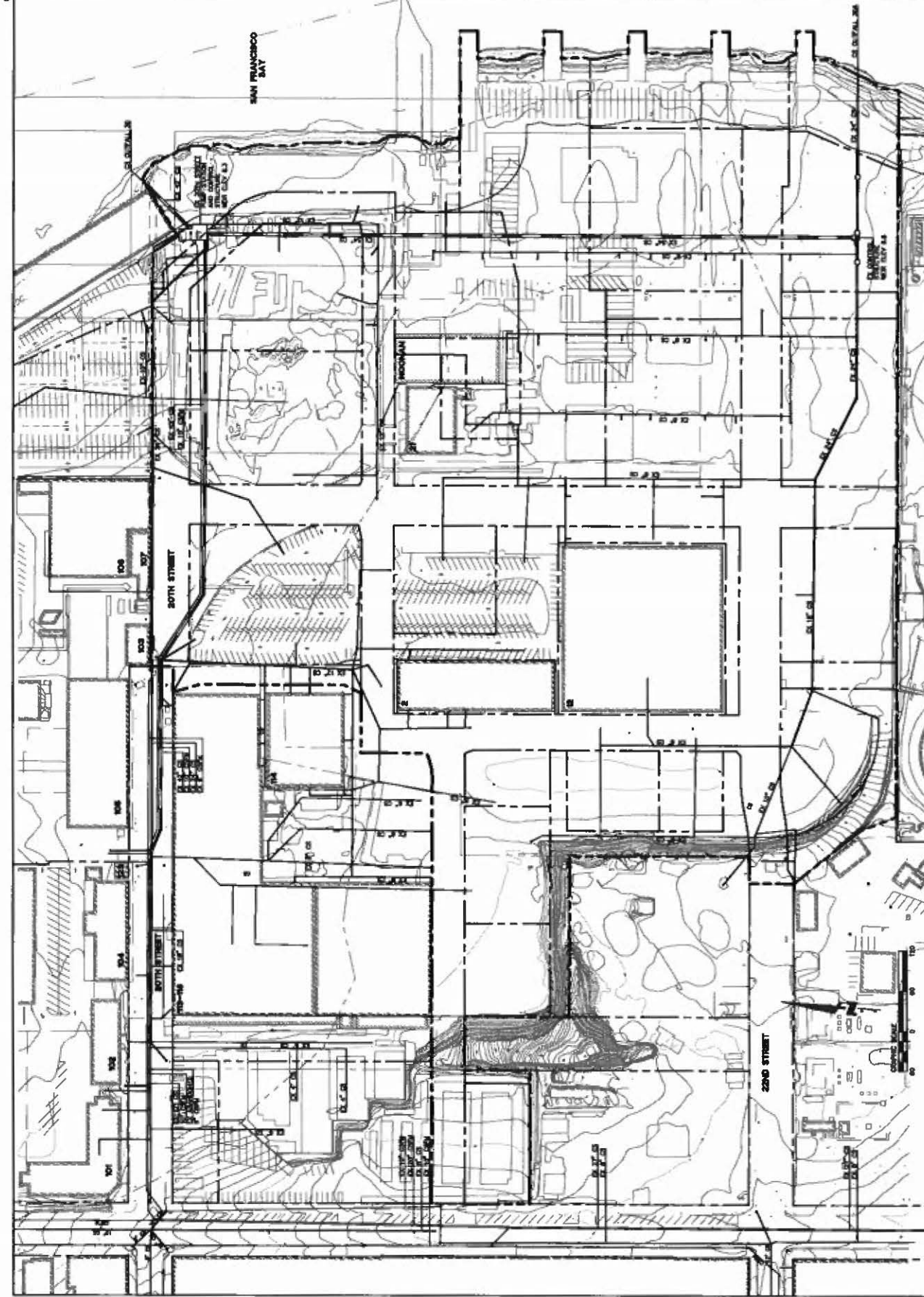




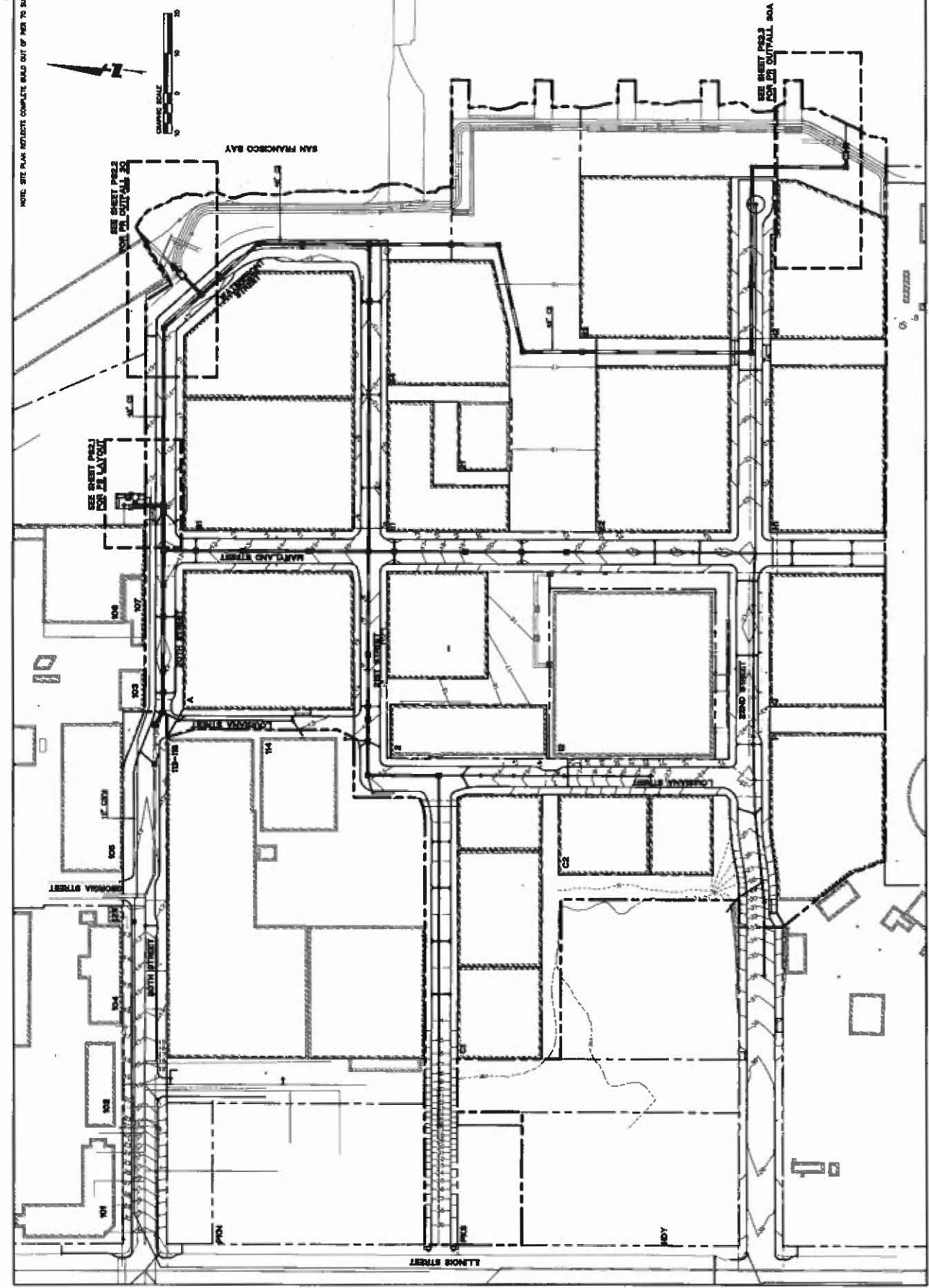
PROPOSED 20TH STREET PUMP STATION LAYOUT  
 TECHNICAL MEMO PLANS  
 EXISTING CONDITIONS  
 SAN FRANCISCO SAN FRANCISCO COUNTY  
 CALIFORNIA

App No	20170008
Approved	ms
Drawn	ms
Scale	AS SHOWN
Date	10/26/17
Sheet	1

PS11  
 Project Number









PS&A

Project Number:  
 Date: 10/25/2018  
 Scale: 1" = 10'  
 Drawing No: 20180208

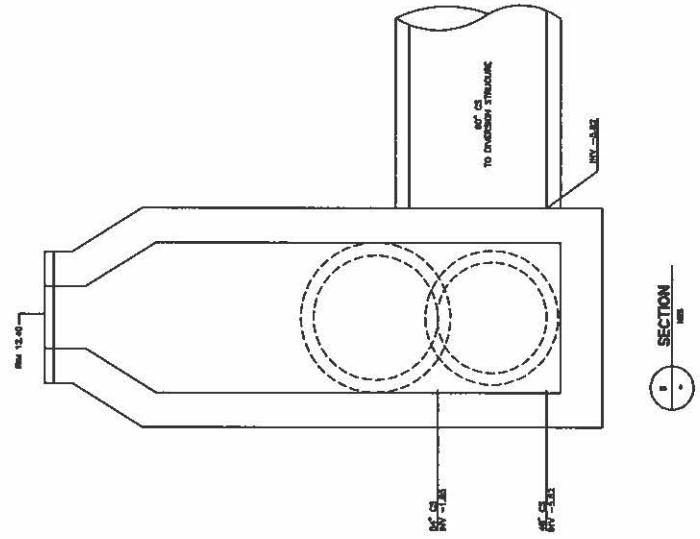
San Francisco  
 SAN FRANCISCO COUNTY  
 CALIFORNIA

PROPOSED 20TH STREET PUMP STATION LAYOUT  
 TECHNICAL MEMO PLANS  
 PUMP STATION SECTION

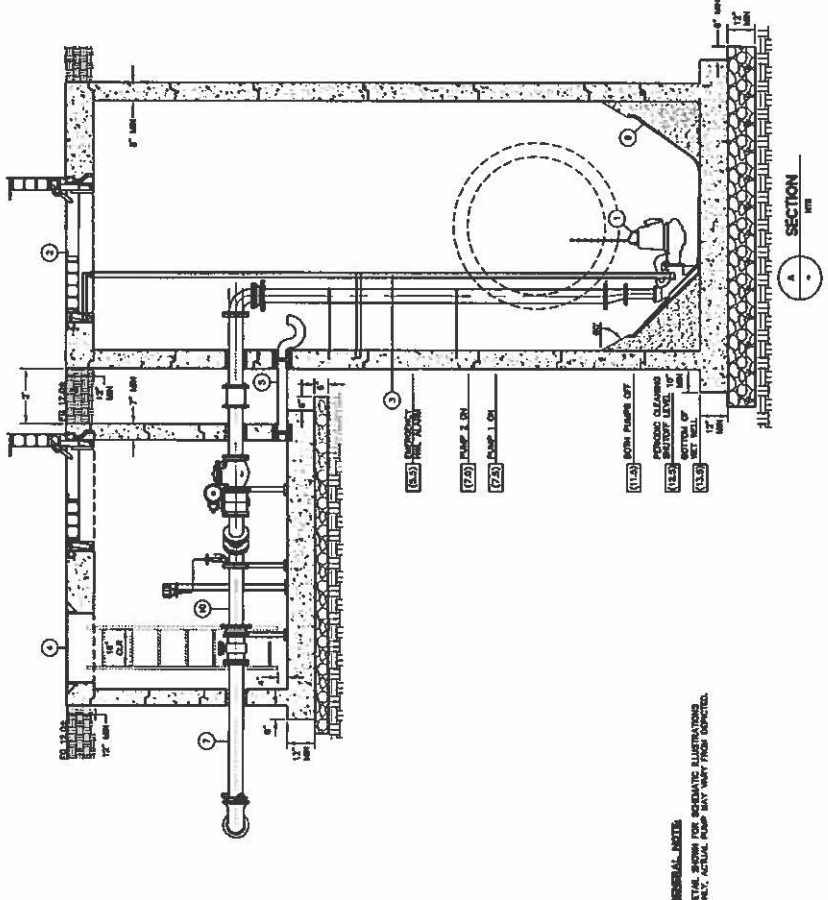
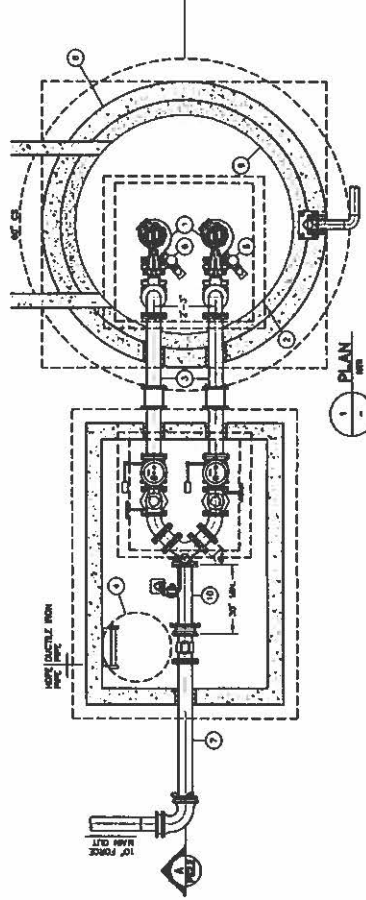
BR/100  
 ENGINEERS, ARCHITECTS, PLANNERS  
 1015 MARKET STREET, SUITE 200  
 SAN FRANCISCO, CA 94102  
 TEL: 415.774.1000  
 WWW.BR/100.COM



BR/100 Engineers



- MATERIAL LIST**
- 1 12" DIA. 1200 PUMP
  - 2 12" DIA. 1200 PUMP
  - 3 12" DIA. 1200 PUMP
  - 4 12" DIA. 1200 PUMP
  - 5 12" DIA. 1200 PUMP
  - 6 12" DIA. 1200 PUMP
  - 7 12" DIA. 1200 PUMP
  - 8 12" DIA. 1200 PUMP
  - 9 12" DIA. 1200 PUMP
  - 10 12" DIA. 1200 PUMP
  - 11 12" DIA. 1200 PUMP
  - 12 12" DIA. 1200 PUMP
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  - 15 12" DIA. 1200 PUMP
  - 16 12" DIA. 1200 PUMP
  - 17 12" DIA. 1200 PUMP
  - 18 12" DIA. 1200 PUMP
  - 19 12" DIA. 1200 PUMP
  - 20 12" DIA. 1200 PUMP



**GENERAL NOTES**  
 1. DETAIL SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL PUMP MAY VARY FROM ILLUSTRATED.

PS2-3

Date: 10/05/2018  
 Project: 16-2017-173008  
 Drawing Number: PS2-3

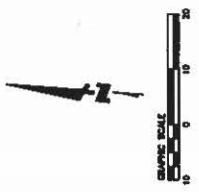
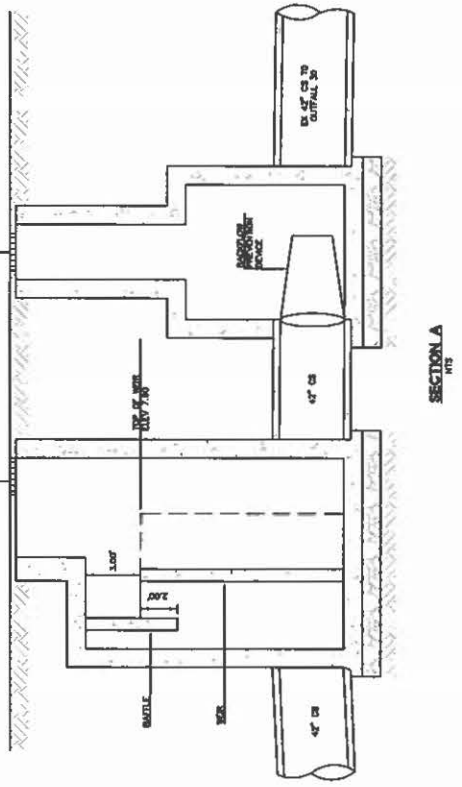
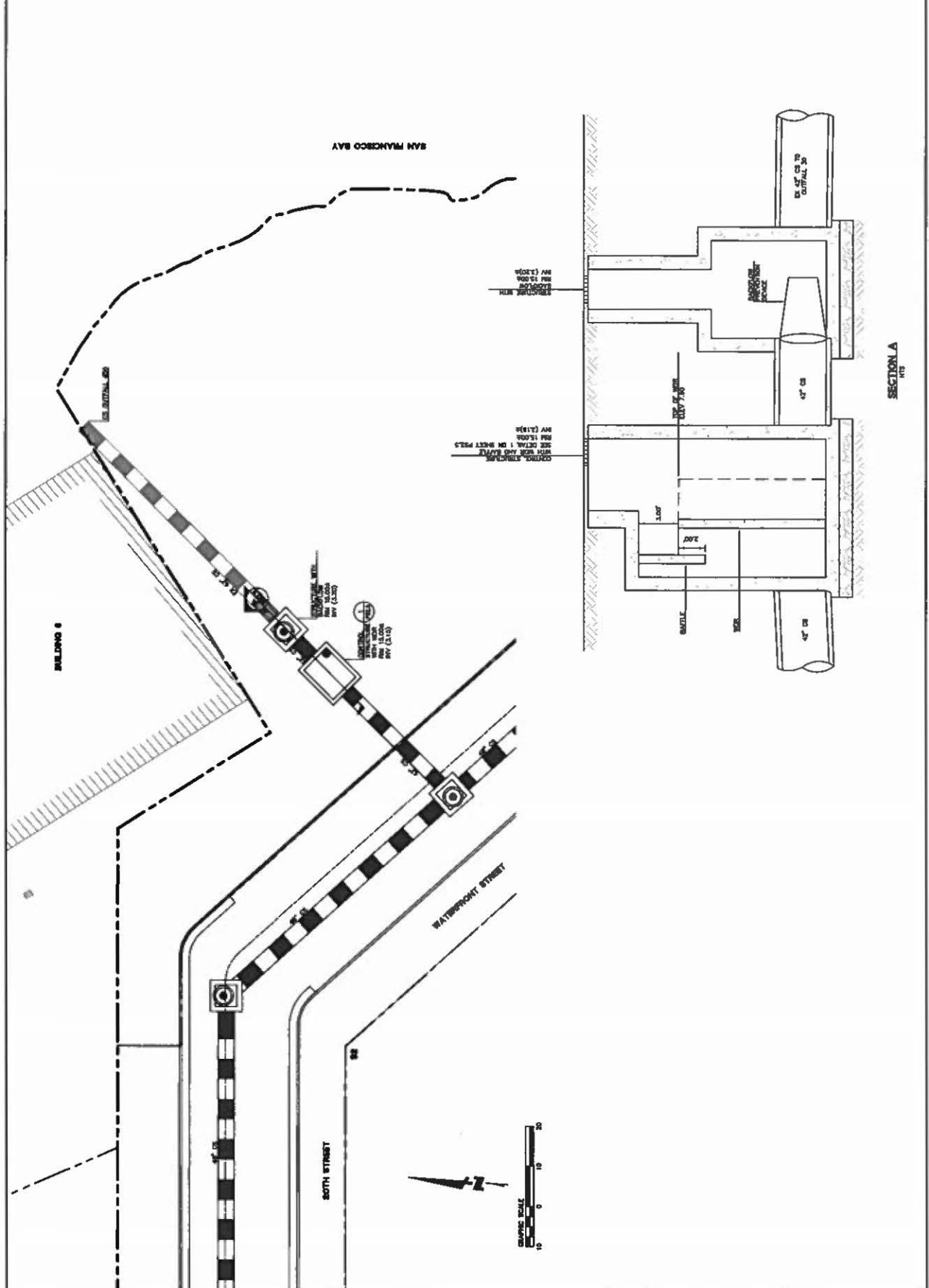
PROPOSED 20TH STREET PUMP STATION LAYOUT  
 TECHNICAL MEMO PLANS  
 OUTFALL STRUCTURE GEOMETRY PLAN - 20TH  
 SAN FRANCISCO COUNTY  
 SAN FRANCISCO  
 CALIFORNIA



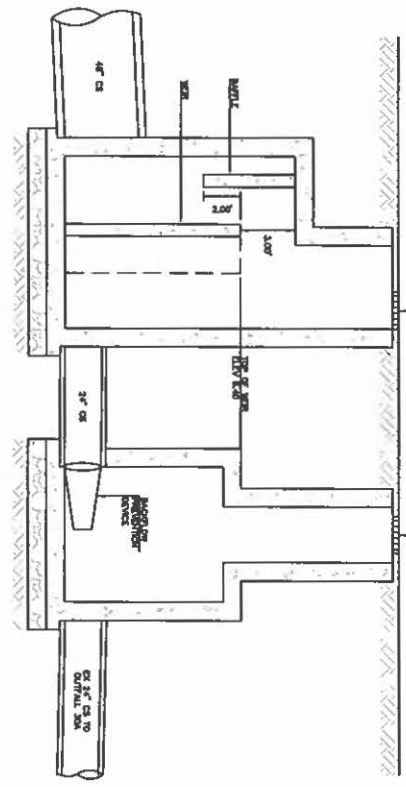
**BK100**  
 ENGINEERS ARCHITECTS PLANNERS  
 1000 CALIFORNIA STREET  
 SAN FRANCISCO, CA 94108  
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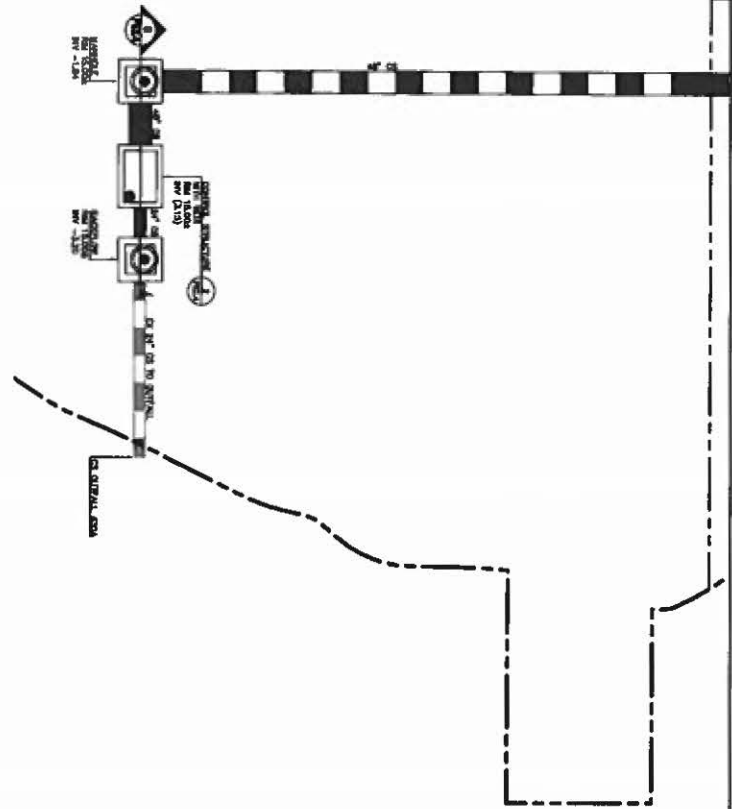


SECTION B  
 NTS



CONTROL STRUCTURE  
 WITH VENT AND DAPPLE  
 SEE DETAIL 5 ON SHEET PS2.5  
 RW 15.000  
 RV (3.152)

STRUCTURE WITH  
 BASEFLOOR  
 RW 15.000 &  
 RV (3.307) &



<b>PS2.4</b>	Date	10/02/2018	PL	
	Drawn	JH		
	Approved	JH		
	Job No	20170208		

**PROPOSED 20TH STREET PUMP STATION LAYOUT  
 TECHNICAL MEMO PLANS  
 OUTFALL STRUCTURE GEOMETRY PLAN- 22ND**  
 SAN FRANCISCO SAN FRANCISCO COUNTY CALIFORNIA

City of San Francisco

**BKFI00**  
 CIVIL ENGINEERING  
 1000 CALIFORNIA STREET  
 SAN FRANCISCO, CA 94108  
 (415) 774-1100

**PIER 70**  
 ENGINEERS

C252



Date	10/22/2016
Drawn	MS
Checked	MS
Approved	MS
Job No	20170208

Project	
Location	
Sheet No.	
Scale	
Author	

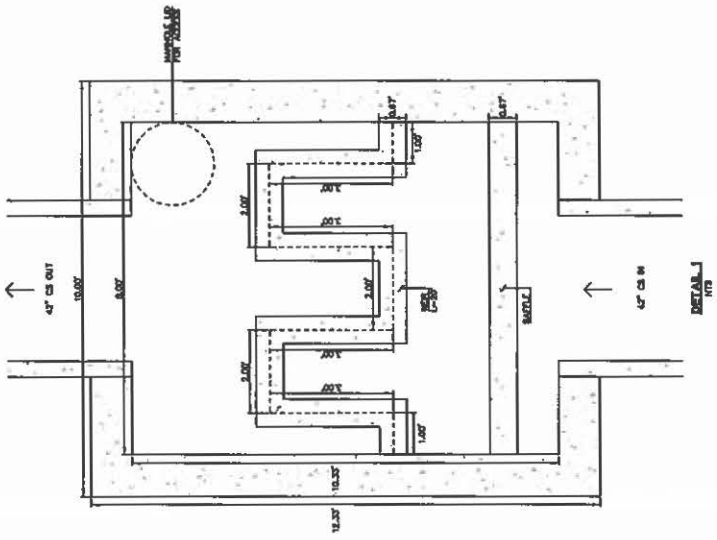
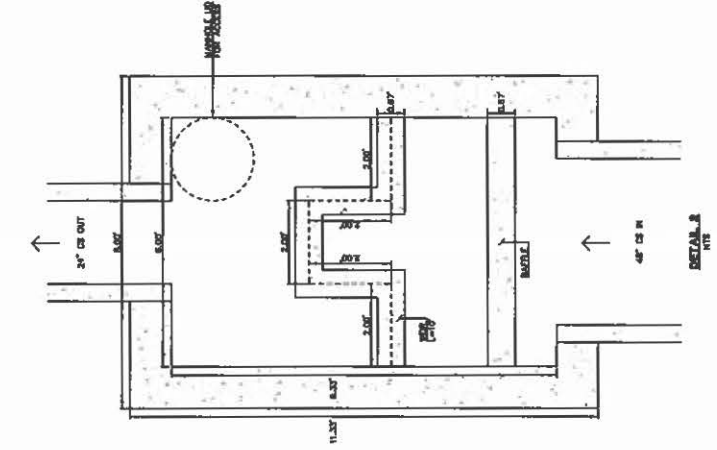
PROPOSED 20TH STREET PUMP STATION LAYOUT  
 TECHNICAL MEMO PLANS  
 SAN FRANCISCO COUNTY  
 CALIFORNIA



**BK100**  
 ENGINEERS ARCHITECTS PLANNERS  
 1000 CALIFORNIA STREET  
 SAN FRANCISCO, CA 94108  
 TEL: 415.774.1000  
 WWW.BK100.COM



© BCF Engineers



---

**APPENDIX D**  
**Enhanced Pump Station Outline**

---

<b>Pier 70 Enhanced TWS Outline - 16 - inch FM</b>		
<i>Flygt NP 3315 MT 3~638</i>		
<b>Parameters</b>		<b>Units</b>
Average DW inflow	372	gpm
Output (Both Pumps Running)	4937	gpm
Output (One Pump Running)	2962	gpm
Ground surface at discharge	41.0	
Forcemain Diameter	15.23	in
Forcemain Length	1735	ft
Friction Losses	41.03	ft
Static head	52.54	ft
Bend and Tee losses	10.21	ft
Forcemain Velocity (2 pumps)	8.70	ft/sec
Forcemain Velocity (1 pump)	4.35	ft/sec

<b>Pier 70 Enhanced TWS Outline - 18 - inch FM</b>		
<i>Flygt NP 3315 MT 3~638</i>		
<b>Parameters</b>		<b>Units</b>
Average DW inflow	372	gpm
Output (Both Pumps Running)	4936.8	gpm
Output (One Pump Running)	2962	gpm
Ground surface at discharge	41.0	
Forcemain Diameter	17.07	in
Forcemain Length	1735	ft
Friction Losses	22.30	ft
Static head	52.54	ft
Bend and Tee losses	4.94	ft
Forcemain Velocity (2 pumps)	6.92	ft/sec
Forcemain Velocity (1 pump)	3.46	ft/sec



---

**APPENDIX E**  
**Enhanced Pump Station Cost Estimate**

---

# PLANT



October 15, 2018

VIA: Email

Mr. David Greenstein  
FC Pier 70, LLC  
875 Howard Street, Suite 330  
San Francisco, CA 94103

Re: 20th Street Combined Sewer Pump Station Replacement Pricing

Dear David:

Plant Construction Company, L.P. has analyzed the pricing differential between the preferred alternative as included in Appendix H of the GCSMP, Pier 70 Special Use District Screening Key Sewer Elements and Construction Timing Narrative and the Enhanced TWS as included in Appendix A of the Conceptual Engineering Report, Pier 70 Enhanced Pump Station Analysis. The Enhanced TWS assumes an upsized 18-inch diameter force main and two 110 HP duty pumps in lieu of a 10-inch force main and two 85 HP duty pumps.

Plant Construction Company, L.P. estimated the differential in costs based on two actual construction contracts for pump stations in San Francisco. 3<sup>rd</sup> Street and Mission Bay's Sanitary Sewer Pump Station was valued at \$3,317,182 and included four (4) 30 HP pumps and Pump Station Five at 16<sup>th</sup> Street and Terry Francois Blvd was valued at \$8,811,631 for five (5) 60 HP pumps. The \$/HP for each project is \$27,643/HP and \$29,372/HP, respectively, with an average of \$28,508/HP. Plant Construction Company, L.P. used the \$28,508/HP to determine the differential cost between the preferred alternative and the Enhanced TWS. This differential includes a markup for design and construction soft costs and contingencies. The delta was calculated to be \$2,138,500. Plant Construction Company, L.P. received cost estimates as add/alts in recent proposals for the infrastructure buyout. Using the same markup for the pump station, upsizing the force main from 10" to 18" would cost approximately \$750,000. Therefore, the total differential is approximately \$2,888,500.

Sincerely,

David Smith

Cc: Michael Tzortzis, PCCLP  
Frederic Brun, PCCLP

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Plant Construction Company, L.P.  
300 Newhall Street  
San Francisco, California 94124

phone 415.285.0500  
plantconstruction.com  
license no. 995375

**EXHIBIT G-2**

**Executed Faithful Performance Bond**

[Attached]

**Exhibit E-1****Form: Faithful Performance Bond  
Pier 70 28-Acre Mixed Use Project  
Required Infrastructure**

Whereas, the City and County of San Francisco, State of California, through its Department of Public Works and **FC Pier 70, LLC** (hereafter designated as "**Principal**") have entered into that certain Pier 70 28-Acre Mixed Use Project Infrastructure Permit Agreement, dated February 19, 2019 (the "**Agreement**") which is hereby referred to and made a part hereof, whereby Principal agrees to install and complete certain designated public improvements identified therein as the Required Infrastructure; and

Whereas, Principal is required under the terms of the agreement to furnish a bond for the faithful performance of the Agreement

Now, therefore, we, Principal and the undersigned as corporate Surety ("**Surety**"), are held and firmly bound unto the **City and County of San Francisco** (hereafter called "**City of San Francisco**") in the penal sum of Nineteen Million Three Hundred Fourteen Thousand Two Hundred and Eighty-Two Dollars (\$19,314,282.00) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep, and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to his or their true intent and meaning, and shall indemnify and save harmless the City of San Francisco, its officers, agents, and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fess shall be included, including reasonable attorneys' fees, incurred by the City of San Francisco in successfully enforcing the obligation, all to be taxed as costs and included in any judgement rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Permit, the work to be performed thereunder, or the specifications accompanying the Permit shall in any way affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the Permit, the work, or the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on February 19, 2019.

**"PRINCIPAL"**

FC Pier 70 LLC,  
a Delaware limited partnership

By:

By:   
Name: Ketan Patel  
Title: President & Secretary

**"SURETY"**

RLI Insurance Company



By: Cathy L. Woodruff

Its: Attorney-In-Fact

Address: 9025 N. Lindbergh Drive  
Peoria, IL 61615

Telephone: (309) 692-1000

Facsimile: N/A

**EXHIBIT G-3**

Executed Labor and Materials Bond

[Attached]

Ex. G-3

**Exhibit E-2****Labor and Materials Bond  
Pier 70 28-Acre Mixed Use Project  
Required Infrastructure**

Whereas, the City and County of San Francisco, State of California, through its Department of Public Works and **FC Pier 70, LLC** (hereafter designated as "**Principal**") have entered into that certain Pier 70 28-Acre Mixed Use Project Infrastructure Permit Agreement, dated February 19, 2019 (the "**Agreement**") which is hereby referred to and made a part hereof, whereby Principal agrees to install and complete certain designated public improvements identified therein as the Required Infrastructure; and

Whereas, under the terms of the Agreement, Principal is required before entering upon the performance of this work to file a good and sufficient payment bond with the City and County of San Francisco to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

Now, therefore, we, Principal and the undersigned as corporate Surety (hereinafter "**Surety**"), are held and firmly bound unto the **City and County of San Francisco** and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the Agreement and referred to in Title 15 of the Civil Code in the sum of Nine Million Six Hundred Fifty Seven Thousand One Hundred and Forty-One Dollars (\$9,657,141.00) lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount set forth. If suit is brought on this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City and County of San Francisco, in successfully enforcing the obligation, to be awarded and fixed by the Court, to be taxed as costs, and to be included in the judgement rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If the condition of this bond is fully performed, then the obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or the specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on February 19, 2019.

**"PRINCIPAL"**

FC Pier 70 LLC,  
a Delaware limited partnership

By:

By:   
Name: Felton Fald  
Title: President + Secretary

**"SURETY"**

RLI Insurance Company



By: Cathy L. Woodruff

Its: Attorney-In-Fact

Address: 9025 N. Lindbergh Drive

Peoria, IL 61615

Telephone: (309) 692-1000

Facsimile: N/A



State of OH }  
County of Cuyahoga } ss:

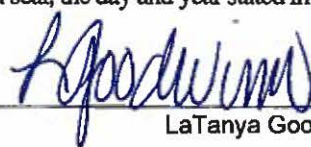
On 2/19/2019, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Cathy L. Woodruff

known to me to be Attorney-in-Fact of RLI Insurance Company  
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 8/26/2022

  
LaTanya Goodwin Notary Public



LATANYA GOODWIN  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Cuyahoga County  
My Comm. Exp. 8/26/2022

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

Bond No. CMS224065

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Cathy L. Woodruff in the City of Cleveland, State of Ohio

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000) for any single obligation, and specifically for the following described bond.

Principal: FC Pier 70, LLC

Obligee: City and County of San Francisco

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 19th day of February, 2019.



RLI Insurance Company  
Contractors Bonding and Insurance Company

Barton W. Davis  
Barton W. Davis Vice President

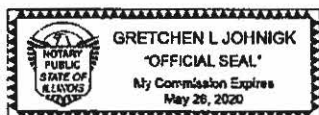
State of Illinois

County of Peoria

} SS

On this 19th day of February, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnnigk  
Gretchen L. Johnnigk Notary Public



### CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 19th day of February, 2019.

RLI Insurance Company  
Contractors Bonding and Insurance Company

By: Jean M. Stephenson  
Jean M. Stephenson Corporate Secretary

**EXHIBIT G-4**

**Executed Monument Bond**

[Attached]

**BOND NO.: CMS0335240**  
**PREMIUM: \$210.00**  
**Effective Date: March 20, 2020**

**MONUMENTATION BOND FOR SUBDIVISIONS**

**KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS, FC Pier 70, LLC, a Delaware limited liability company, hereinafter called sub-divider, is the developer of that certain subdivision commonly known as Pier 70 and WHEREAS, all monumentations have not yet been set related to \_\_\_\_\_, San Francisco CA for said subdivision.**

**NOW, THEREFORE, we the Sub-divider, as Principal, and RLI INSURANCE COMPANY, as surety are held and firmly bound unto the City and County of San Francisco ("City") in the sum of **Thirty Thousand & 00/100 Dollars (\$30,000.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, if any or all or either of them, shall fail to pay any engineer or surveyor for the setting up of the monuments of the character and number and in the amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon the Bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the Judgment therein rendered.**

**IT IS HEREBY EXPRESSLY STIPULATED AND AGREED** that this bond shall ensure to the benefit of any and all persons, companies, and corporations entitled to file claims against it.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the above referenced letter of agreement, or to the work to be performed thereunder, shall in any way affect its obligations on the Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or contract.

**IN WITNESS WHEREOF** this Instrument has been duly executed by the Principal and Surety above named on this 16th day of March, 2020.

**PRINCIPAL**

FC Pier 70, LLC, a Delaware limited liability company

By: James Ostrom

Name: JAMES OSTROM

Title: SVP

**SURETY**

RLI INSURANCE COMPANY

By: Francesca Kazmierczak

Name: Francesca Kazmierczak

Title: Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

Country of SAN FRANCISCO

On MARCH 24, 2020 before me, Julie Garduno  
Here Insert Name and Title of the Officer

Personally appeared James M. Ostrom  
Name(s) of Signer(s)

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: [Handwritten Signature]



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual

Partner —  Limited  General

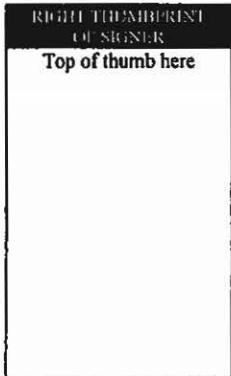
Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



Individual

Partner —  Limited  General

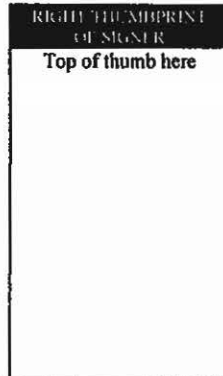
Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



## CALIFORNIA ALL-PURPOSE 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 New York

County of New York

On this 10th day of March in the year 2020 before me Alicia P. McKay, Notary Public, personally appeared Francesca Kozmierczak, who provide 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 instruments 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 New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Alicia P. McKay  
Signature of Notary Public

ALICIA P MCKAY  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MC6394083  
Qualified in New York County  
My Commission Expires 07-01-2023

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Debra A. Deming, Cynthia Farrell, Sandra Diaz, Valorie Spates, Susan A. Welsh, Jennifer L. Jakaitis, Peter Healy, Aklima Noorhassan, Frances Rodriguez, Francesca Kazmierczak, jointly or severally

in the City of New York, State of New York its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 4th day of November, 2019.



RLI Insurance Company  
Contractors Bonding and Insurance Company

By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

On this 4th day of November, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk  
Gretchen L. Johnigk Notary Public



### CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 16th day of March, 2020.

RLI Insurance Company  
Contractors Bonding and Insurance Company  
By: Jean M. Stephenson  
Jean M. Stephenson Corporate Secretary





RLI Insurance Company  
 P.O. Box 3967 Peoria IL 61612-3967  
 Phone: 309-692-1000 Fax: 309-683-1610

# RLI Insurance Company

December 31, 2018

## Admitted Assets

Investments:	
Fixed maturities	\$ 747,235,489
Equity securities	884,291,735
Short-term investments	0
Real estate	29,802,463
Properties held to produce income	0
Cash on hand and on deposit	29,638,778
Other invested assets	34,966,118
Receivables for securities	0
Agents' balances	81,240,293
Investment income due and accrued	5,929,976
Funds held	0
Reinsurance recoverable on paid losses	8,591,035
Federal income taxes receivable	0
Net deferred tax asset	3,836,443
Guarantee funds receivable or on deposit	60,887
Electronic data processing equipment, net of depreciation	8,145,831
Receivable from affiliates	460,607
Other admitted assets	11,201,403
<b>Total Admitted Assets</b>	<b>\$ 1,845,401,038</b>

State of Illinois }  
 County of Peoria }

## Liabilities and Surplus

Liabilities:	
Reserve for unpaid losses and loss adjustment expenses	\$ 596,730,971
Unearned premiums	263,712,728
Accrued expenses	49,282,615
Funds held	401,143
Advance premiums	7,214,508
Amounts withheld	74,762,115
Dividends declared and unpaid	40,638
Ceded reinsurance premium payable	10,940,257
Payable for securities	1,216,188
Statutory penalties	310,000
Current federal & foreign income taxes	3,524,047
Federal income tax payable	0
Borrowed money and accrued interest	0
Drafts outstanding	0
Payable to affiliate	4,475,118
Other liabilities	3,015,592
<b>Total Liabilities</b>	<b>\$ 1,015,625,918</b>
Surplus:	
Common stock	\$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	577,323,681
<b>Total Surplus</b>	<b>\$ 829,775,120</b>
<b>Total Liabilities and Surplus</b>	<b>\$ 1,845,401,038</b>

The undersigned, being duly sworn, says: That he is the President of **RLI Insurance Company**; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of \_\_\_\_\_ and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2018.

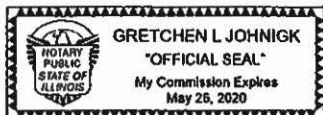
Attest:



{ Corporate Seal Affixed }

Craig Kliethermes President  
Cherie L. Montgomery Assistant Secretary

Sworn to before me this 23rd day of February, 2019.



{ Notarial Seal Affixed }

Gretchen L. Johnnig Notary Public, State of Illinois

**EXHIBIT H**

**DDA Excerpts (General Indemnity)**

[Attached]

Ex. H

**EXHIBIT H**  
**DDA Section 9.3**

**9.3 General Indemnity.**

(a) Scope of Indemnity. The following apply to an Indemnitor's obligations under this Section.

(i) The Indemnitor must defend the Indemnified Parties against any Claims for Losses that reasonably fall or are otherwise determined to fall within this indemnity, even if the Claims may be groundless, fraudulent, or false. If a Claim is made against an Indemnified Party that may be within the scope of this indemnity, that Indemnified Party must provide notice to the Indemnitor of the Claim within a reasonable time after learning of the Claim and cooperate with the Indemnitor in the defense of the Claim. An Indemnified Party's failure to provide the notice, however, will not affect the Indemnitor's obligations except to the extent of prejudice caused by the lack of notice. The Indemnitor's defense obligation will arise when a City Party tenders the Claim to the Indemnitor and will continue until finally resolved.

(ii) After the Port has entered into a Vertical DDA with a Vertical Developer for a Development Parcel, the Vertical DDA will control and govern indemnification obligations of the Vertical Developer. The agreements to indemnify under this DDA are in addition to, and must not be construed to limit or replace any other obligations or liabilities that the Port may have to a Vertical Developer or that a Vertical Developer may have to the Port under any Vertical DDA or implementing agreement or Applicable Law.

(b) Developer. Except to the extent directly or indirectly caused by the act or omission of a City Party, Developer must indemnify the City Parties against all Losses arising directly or indirectly from:

(i) failure to obtain any Regulatory Approval or to comply with any Regulatory Requirement for the Horizontal Improvements;

(ii) any personal injury or property damage occurring on any portion of the 28-Acre Site while under Developer's ownership or control; and

(iii) any Developer Party's acts or omissions in relation to construction, management, or operations at the 28-Acre Site related to Horizontal Improvements, including patent and latent defects and mechanic's or other liens to secure payment for labor, service, equipment, or material.

In addition, Developer will indemnify the City Parties from and against all Losses (if a City Party has been named in any action or other legal proceeding) incurred by a City Party (if the City Party has not been named in the action or legal proceeding) arising directly or indirectly 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, any Assignment and Assumption Agreement and any dispute between parties relating to who is responsible for performing certain obligations under this 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.

**EXHIBIT I**

**DDA Excerpts (Excusable Delay)**

[Attached]

**EXHIBIT I**  
**DDA Sections 4.2, 4.3, and 4.4**  
**Excusable Delay Provisions**

**4.2. Excusable Delay Generally.**

(a) Notice. Except for Environmental Delay and Down Market Delay, the Party claiming Excusable Delay must provide notice to the other Party promptly, and in no case more than 30 days after learning of the event causing delay. The notice must specify: (i) the date on which the event causing the claimed Excusable Delay occurred or the date on which the Party claiming Excusable Delay discovered the event; (ii) the expected period of delay; and (iii) whether the Party claims Excusable Delay for a specific event or Phase or the 28-Acre Site Project as a whole. The Party receiving the notice may challenge the existence or length of Excusable Delay claimed in the notice, and if the Parties are unable to agree on the length of Excusable Delay, the issue will be resolved by procedures in Article 10 (Resolution of Certain Disputes).

(b) Limits on Excusable Delay. Each extension for Excusable Delay will cause future performance dates for Time-Sensitive Matters specified in the notice to be extended, subject to the following limitations:

(i) If the delay interrupts Developer's ability to start or finish any Developer Construction Obligations, Developer must take appropriate measures to secure and leave the affected property in good and safe condition until construction can start again.

(ii) Once Developer has Commenced Construction of Developer Construction Obligations, Excusable Delay will extend the Outside Dates for obtaining the SOP Compliance Determination for Developer Construction Obligations only if the delay affects related horizontal development, for example, a strike that interrupts work, inability to obtain materials that have been ordered timely, or an injunction is issued to stop work.

(iii) Excusable Delay will not affect Developer's obligations to: (1) pay taxes or assessments, if applicable; (2) maintain in effect Adequate Security; or (3) pay the Developer Reimbursement Obligations except to the extent payment due dates are tied to completion of Developer Construction Obligations delayed by Excusable Delay.

**4.3. Excusable Delay Time Periods Generally.** All of the following are subject to Section 4.4 (Limits on Excusable Delay Period).

(a) Environmental Delay for Certain Matters. Environmental Delay will begin on the date when the Party seeking delay receives notice of the event causing the delay and end in accordance with the following.

(i) When the Port or the City is required to conduct additional environmental review or prepare additional environmental documents after the Planning Commission has certified the Final EIR and City staff has filed a notice of determination, the

Environmental Delay will end on the date that the City files a subsequent Notice of Exemption or Notice of Determination, or if none is filed, the effective date of the underlying approval by the Port or City that relies on the additional environmental review.

(ii) When a third party files an action challenging the certification or sufficiency of the Final EIR or any other additional environmental review, even if development activities are not stayed, enjoined, or otherwise prohibited, the Environmental Delay will end on the date that is 90 days after the final judgment or other resolution of the action or issue.

(b) Down Market Delay. Down Market Delay will begin on the date of the Down Market Notice resulting in a Down Market Test establishing that a Down Market exists and end when a later Down Market Test indicates that a Down Market has ended.

(c) Other Excusable Delays. Other Excusable Delays will begin on the first day of the event causing delay or the date on which the Party claiming delay reasonably discovered the event and, subject to Section 4.4 (Limits on Excusable Delay Period), end on the date that the event causing Excusable Delay has ended. Developer will provide the Port with written notice of the end date for an event causing Excusable Delay; provided, however, that if the Port reasonably determines that an event of Excusable Delay has ended before Developer submits its notice, the Port will provide written notice to Developer with an explanation supporting the Port's determination. If Developer disputes the Port's determination as to the start or end of the event of Excusable Delay, the matter will be submitted to binding arbitration in accordance with Section 10.4 (Binding Arbitration).

#### 4.4. **Limits on Excusable Delay Period.**

(a) Meet and Confer.

(i) The Parties agree to meet and confer in a good faith attempt to reach mutually acceptable measures that will allow the 28-Acre Site Project to proceed if an event of Force Majeure causes an Excusable Delay longer than one year. The obligation to meet and confer will arise when the Parties reasonably foresee or know that the delay will exceed one year.

(ii) Measures agreed to at the staff level during the meet and confer process may be subject to Port Commission and Board of Supervisors approval if the Port Director in her reasonable judgment determines that the changes would require a Material Modification to any of the Transaction Documents. But the Parties' failure to reach agreement under this Subsection will not result in adverse consequences to either Party, except for those caused by Force Majeure.

(b) Maximum Delay. For each occurrence of Excusable Delay, if: (i) Force Majeure other than Administrative Delay, Environmental Delay or Force Majeure triggered by litigation, earthquake or flood causes an Excusable Delay longer than 48 months; or (ii) a Down Market Delay causes an Excusable Delay longer than 60 months, then no later than 30 days after the expiration of the 48- or 60-month period, as applicable, Developer must provide the Port with a

notice in writing of its election to (i) waive the Excusable Delay, (ii) deliver a Requested Change Notice with measures intended to allow the 28-Acre Site Project to proceed despite Force Majeure, or (iii) submit a revised Phase Submittal changing the proposed land use mix, reclassifying Development Parcels within the Phase, or adjusting delivery of Phase Improvements or Associated Public Benefits, subject to limitations imposed by the Project Approvals. Limitations include consistency with the project description for environmental review and consistency with the SUD. If the revised land uses or delivery of Phase Improvements and Associated Public Benefits are consistent with the Project Approvals, the period of Excusable Delay will be extended to include the time for Port approval of the revised Phase Application under Section 3.3 (Changes to Phase).

PIER 70 PIA EXHIBIT I (EXCUSABLE DELAY).PDF.DOCX

**EXHIBIT J**

**Form of Notice of Termination**

[Attached]



**EXHIBIT J  
FORM OF NOTICE OF TERMINATION OF PIA<sup>1</sup>**

Recording Requested by:

[\_\_\_\_\_]

When Recorded Mail to:

[\_\_\_\_\_]

Assessor Parcel Number (APN): [\_\_\_\_\_]

*Exempt from recording fees under Government Code §27383*

**NOTICE OF [PARTIAL] TERMINATION  
OF PUBLIC IMPROVEMENT AGREEMENT**

---

Please fill in Document Title(s) above this line

This document is exempt from the \$75 Building Homes and Jobs Act Fee (per Government Code §27388.1(a)(2)(D)) because the document is a real estate instrument, paper, or notice executed or recorded by the state or any county, municipality, or other political subdivision of the state.

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<sup>1</sup> Subject to Title Company's confirmation that form is sufficient to release PIA from title.

**NOTICE OF [PARTIAL] TERMINATION OF PUBLIC IMPROVEMENT  
AGREEMENT**

This NOTICE OF [PARTIAL] TERMINATION OF PUBLIC IMPROVEMENT AGREEMENT (this “**Notice of Termination**”), dated for reference purposes only as of [\_\_\_\_], 202[ ] (the “**Reference Date**”), is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California (“**City**”), the City operating by and through the SAN FRANCISCO PORT COMMISSION (“**Port**”) and FC PIER 70, LLC, a Delaware limited liability company (“**Subdivider**”), with reference to the following facts and circumstances:

A. Subdivider, the City and Port are parties to that certain Public Improvement Agreement (Pier 70 28-Acre Site Project) dated for reference purposes as of [\_\_\_\_], 2020 and recorded in the Official Records on [\_\_\_\_], 2020 as Document No. [\_\_\_\_] (as amended and as may be further amended from time to time, the “**PIA**”) with respect to that certain real property described on Exhibit A attached hereto. Initially capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the PIA.

B. [NTD: FOR FULL TERMINATION AND RELEASE: The Director of Public Works in consultation the Executive Director of the Port and affected City departments has determined that Subdivider has satisfied the obligations and requirements specified in the PIA.]

C. [NTD: FOR TERMINATION AND RELEASE OF A PARCEL: The Director of Public Works in consultation the Executive Director of the Port and affected City departments has determined that Subdivider has satisfied the obligations and requirements specified in the PIA to the extent the same are applicable to that certain real property described on Exhibit B attached hereto (the “**Released Parcel**”).]

D. [NTD: FOR TERMINATION AND RELEASE OF A VERTICAL DEVELOPMENT PARCEL: Concurrently herewith, the Port is conveying to a vertical developer [a leasehold interest in] that certain real property described on Exhibit B attached hereto (the “**Released Parcel**”). In connection with such conveyance, the parties desire to release the Released Property from the lien of the PIA.]

E. Pursuant to Section 11(c) of the PIA, Subdivider has requested, and the City and Port have agreed, to record this Notice of Termination [to evidence the partial satisfaction of the requirements of the PIA] [to release the Released Parcel from the obligations set forth in, and the encumbrance of, the PIA].

**NOW THEREFORE**, in consideration of the foregoing facts, understandings and agreements, the parties agree as follows:

## AGREEMENT

1. [NTD: FOR FULL TERMINATION AND RELEASE: Effective as of the Reference Date, the City, Port and Subdivider hereby terminate the PIA. From and after the Reference Date, the Property shall ceased to be bound by or encumbered in any manner by the PIA.]

2. [NTD: IF ONLY ONE PARCEL IS BEING RELEASED FROM THE PIA: Effective as of the Reference Date, the City, Port and Subdivider hereby release the Released Parcel from the PIA. From and after the Reference Date, the Released Parcel shall ceased to be bound by or encumbered in any manner by the PIA. It is understood and agreed that PIA shall continue in full force and effect with respect to the remaining Property encumbered by the PIA as of the Reference Date and, except as expressly set forth herein, all other terms and conditions of the PIA remain unchanged.]

3. Any party hereto may cause this Notice of Termination to be recorded in the Official Records, provided this Notice of Termination shall be effective whether or not recorded.

4. This Notice of Termination may be executed in counterparts.

*[Signature appears on following page]*

IN WITNESS WHEREOF, the City, Port and Subdivider have executed this Notice of Termination as of the day and year first above written.

**Subdivider**

**FC PIER 70, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**Port**

**THE CITY AND COUNTY OF SAN FRANCISCO**, a Municipal corporation, operating by and through the **SAN FRANCISCO PORT COMMISSION**

By: \_\_\_\_\_  
Name: [ \_\_\_\_\_ ]  
Title: Executive Director

**City**

**THE CITY AND COUNTY OF SAN FRANCISCO**, a Municipal corporation, operating by and through the **DEPARTMENT OF PUBLIC WORKS**

By: \_\_\_\_\_  
Name: [ \_\_\_\_\_ ]  
Title: Director

APPROVED AS TO FORM:  
DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Name: [ \_\_\_\_\_ ]  
Title: Deputy City Attorney

**CERTIFICATE OF 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 \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ personally  
(insert name and title of the officer),  
appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_ (Seal)

**CERTIFICATE OF 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 \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ personally  
(insert name and title of the officer),  
appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_ (Seal)

**EXHIBIT A**

**Legal Description of Property**

Real property in the City and County of San Francisco, State of California, described as follows:

[ ]

*[Exhibit A to Notice of Termination]*

**EXHIBIT B**

**Legal Description of Released Parcel]**

[Real property in the City and County of San Francisco, State of California, described as follows:]

[ ]

*[Exhibit B to Notice of Termination]*



**EXHIBIT K**

**Form of Water and Sewer Facility License**

[Attached]

Ex. K

**Exhibit K**  
**Form of Water and Sewer Facility License**

**NOTE: THIS AGREEMENT COVERS THE TEMPORARY USE OF CERTAIN PROPERTY AND WATER AND FORCE MAIN SEWER FACILITIES (20<sup>th</sup> STREET) AND WATER FACILITIES IN PHASE 1 CONSTRUCTED AS PART OF THE REQUIRED INFRASTRUCTURE UNDER THE PIER 70 28-ACRE MIXED USE PROJECT INFRASTRUCTURE PERMITTING AGREEMENT**

**OPERATING AGREEMENT**

**(Temporary City Access and Use — Low Pressure Water Line, Reclaimed Water Line, High Pressure Water Main, and Combined Sewer Force Main in 20th Street, and Low Pressure Water Facilities within Phase 1)**

This Operating Agreement (Temporary City Access and Use — Low Pressure Water Line, Reclaimed Water Line, High Pressure Water Main, and Combined Sewer Force Main in 20th Street, and Low Pressure Water Facilities within Phase 1) (“**Agreement**”) is made by and between FC PIER 70, LLC, a Delaware limited liability company (“**Subdivider**”), and the City and County of San Francisco (“**City**”), a municipal corporation, acting by and through its Public Utilities Commission (“**SFPUC**”), and is dated for reference purposes only as of [\_\_\_\_\_], 2020 (the “**Execution Date**”), with reference to the following facts:

A. Subdivider and City, acting by and through its Port Commission (the “**Port**”), entered into that certain Master Lease No. L-16390 (“**Master Lease**”), dated as of May 2, 2018, a memorandum of which is recorded in the Official Records of the City as of May 25, 2018, as Document No. 2018-K619436-00.

B. A tentative subdivision map, entitled “Tentative Subdivision Map 9585”, for the proposed subdivision of the Master Lease premises was approved by the Director of the San Francisco Department of Public Works, subject to certain requirements and conditions contained in the Conditions of Approval dated November 8, 2019 (the “**Map Conditions of Approval**”).

C. Subdivider has constructed, is constructing, or has caused or is causing to be constructed certain permanent right-of-way improvements and associated improvements or facilities, including certain utility facilities described as the “Required Infrastructure” in that certain Infrastructure Permitting Agreement (the “**IPA**”) for the Pier 70 28-Acre Mixed Use Project, dated as of March 15, 2019, by and between the City, the Port and Subdivider and that certain Public Improvement Agreement (Pier 70 28-Acre Site Project) (the “**PIA**”), dated as of [\_\_\_\_\_], 2020, by and between the City, the Port and Subdivider.

D. The Required Infrastructure, among other items, includes (1) a low pressure water main, reclaimed water main and appurtenances thereto serving existing customers in the Orton Building in existing 20th Street, east of Illinois Street, (2) a high pressure water main and

appurtenances providing fire protection in 20<sup>th</sup> Street east of Illinois Street, (3) a segment of combined sewer force main and pressurized appurtenances in 20<sup>th</sup> Street and Illinois Street connected to an existing upstream portion of the same main owned by City, and (4) low pressure water mains and appurtenances (including hydrants) within portions of Phase 1 of the Pier 70 project area. The foregoing items (1), (2) and (4) are collectively referred to in this Agreement as the “**Water Facilities**” and are more particularly shown on the plans and specifications dated March 13, 2019 approved by Street Improvement Permit No. 19IE-00245 (the “**SIP**”). The foregoing item (3) is collectively referred to in this Agreement as the “**Sewer Facilities**” and are more particularly shown on the plans and specifications dated March 13, 2019. The Water Facilities and Sewer Facilities are referred to in this Agreement together as the “**Water and Sewer Facilities.**”

E. The Water and Sewer Facilities are located within certain current or future rights-of-way more particularly depicted on **Exhibit A**, a portion of which are located within the Master Lease premises and the remainder of which are located outside of the Master Lease premises. As used herein, the term “**License Area**” means (i) the current or future rights-of-way depicted on **Exhibit A** as the “**License Area within Master Lease premises**” that are located within the Master Lease premises, together with the improvements that have been or will be constructed therein by Subdivider under the SIP to the extent not previously accepted by the City, and (ii) the improvements that have been or will be constructed by Subdivider under the SIP in the current and future rights-of-way depicted for illustrative purposes only on **Exhibit A** as the “**Area outside Master Lease with Water and Sewer Facilities**” that are located outside the Master Lease premises, to the extent not previously accepted by the City. SFPUC has a right of access to those rights-of-way located outside of the Master Leases premises pursuant to that certain Memorandum of Understanding Regarding Jurisdiction, Acceptance, and Maintenance of Public Improvements at the Pier 70 Special Use District, dated [\_\_\_\_\_], 2020 by and between Port, SFPUC, SFFD, SF Public Works, and SFMTA, and such rights-of-way are not licensed to SFPUC hereunder.

F. Pursuant to the Map Conditions of Approval, the City may, in its sole discretion, elect to use any public improvement to be dedicated to the City but prior to Board of Supervisors action, provided City enters into an agreement with Subdivider that is necessary for the City to operate and/or maintain the public improvements.

G. In accordance with the Map Conditions of Approval, City and Subdivider have agreed that Subdivider shall (i) allow SFPUC to chlorinate, pressurize, and connect the Water Facilities to existing SFPUC-owned facilities and thereafter operate and maintain the Water Facilities, (ii) allow SFPUC to use the Sewer Facilities that connect to existing SFPUC-owned facilities, and (iii) pay certain of SFPUC’s costs to maintain and repair aspects of the Water and Sewer Facilities, as further provided in Section 3 of this Agreement, notwithstanding that the Water and Sewer Facilities have not been accepted by the City in accordance with the PIA.

H. This Agreement addresses the temporary use of and access to the Water and Sewer Facilities and a temporary license for the License Area for the purposes set forth herein. This Agreement does not grant any rights with respect to real property other than the License Area or with respect to improvements other than the Water and Sewer Facilities.

I. Unless otherwise defined in this Agreement, all initially capitalized terms used in this Agreement have the meanings given them in the PIA.

J. All terms, obligations and responsibilities set forth in this Agreement commence as of the "Commencement Date" (as defined below).

NOW, THEREFORE, for valuable consideration, the receipt of which the parties acknowledge, the parties agree as follows:

1. Grant of Temporary License. Subject to the provisions of this Agreement, Subdivider grants to SFPUC a nonexclusive temporary license for (i) the operation, maintenance and repair of the Water and Sewer Facilities, and (ii) access in, on and over the License Area to operate, maintain and repair the Water and Sewer Facilities consistent with SFPUC standards, including the right to access the License Area and Water and Sewer Facilities at any time to ensure the safe operations of the Water and Sewer Facilities ("**Temporary License**") for the term specified in Section 2 below. Excepting emergency situations, as determined by SFPUC in SFPUC's reasonable discretion, SFPUC will coordinate any and all such access with Subdivider in advance to avoid unreasonable interference or delay with Subdivider's construction activities in and around the premises demised under the Master Lease.

2. Term of License; Satisfaction of Condition Precedent.

(a) Commencement Date. This Agreement shall be deemed to have commenced on August 10, 2019 ("**Commencement Date**"). Subdivider shall use commercially reasonable efforts to provide as-built drawings within thirty (30) days of executing this Agreement. As of the Execution Date, SFPUC has certified that (1) the Water and Sewer Facilities are complete according to permits, plans and specifications, and are operable, (2) the Water Facilities have passed the disinfection test, (3) the final connection has been made to an existing water supply to place the Water Facilities into service, and (4) the Sewer Facilities have passed all required testing.

(b) Term of Temporary License. The Temporary License will continue on a year-to-year basis until the earlier of (i) the date the City accepts (by action of the Board of Supervisors) the Water and Sewer Facilities as part of the entire street segment and the dedicates the Water and Sewer Facilities for public use and (ii) if the Subdivider and City enter into a temporary license of an entire street segment, the date of such license if SFPUC finds the terms of the potential, future license agreeable. Upon City acceptance of all or any portion of the Water and Sewer Facilities (as evidenced by an action of the Board of Supervisors) or entry into any license described in the foregoing clause (ii), this Agreement will automatically terminate (in whole or as to the portion so acceptance or licensed, as applicable) without the need for additional documentation; provided, SFPUC agrees to execute any documentation evidencing such termination upon reasonable request of Subdivider. In no event will the Temporary License continue for longer than five (5) years from the Execution Date.

3. Use of Water and Sewer Facilities within the License Area.

(a) SFPUC's Obligation.

(i) SFPUC shall be responsible for operation, maintenance and repair of, the Water and Sewer Facilities. SFPUC shall provide at least thirty (30) days' (in the case of Subdivider Pay Work, as defined below) or ten (10) days' (in the case of any other work) prior notice to Subdivider prior to performing any work on the Water and Sewer Facilities or otherwise in the License Area; provided, however, in the event of any work required to avoid imminent injury to persons, damage to property, or continuity of service to an existing customer ("**Emergency Work**"), no such advance notice shall be required and instead SFPUC shall notify Subdivider of such work as soon as reasonably practicable.

(ii) In the event that SFPUC, its employees or contractors damage any Water or Sewer Facility or any other property in and adjacent to the License Area, SFPUC shall be responsible therefor and shall repair such damage to the condition required for acceptance thereof by the City, or if such property is not subject to acceptance, to the condition existing immediately prior to such damage.

(b) Subdivider's Obligation. Subdivider shall be responsible for the costs of maintenance and repair of the Water and Sewer Facilities ("**Subdivider Pay Work**") at the rates customarily charged to private parties that are assessed on a time and materials basis, subject to the following conditions and procedures:

(i) Limitation on Subdivider's Obligation for Maintenance Costs. Subdivider shall only be responsible for the costs of maintenance of the Water and Sewer Facilities until such time as SFPUC has an active water customer on the relevant water main for service other than construction water.

(ii) Informational Scope and Budget. At least thirty (30) days prior to commencing any Subdivider Pay Work, SFPUC shall deliver to Subdivider a scope of work and budget for informational purposes; provided, in the case of Emergency Work, such proposed scope of work and budget shall be delivered as soon as reasonably practicable following commencement of such Emergency Work.

(iii) Third Party Warranties and Insurance. Subdivider shall have the right to submit a warranty or insurance claim with respect to any Subdivider Pay Work that is covered by a third-party warranty or insurance, as determined by Subdivider. With respect to Emergency Work, SFPUC shall use commercially reasonable efforts to document the subject defect in order to facilitate Subdivider's warranty claim. With respect to Subdivider Pay Work that is not Emergency Work, notwithstanding anything to the contrary in Section 3(a) or elsewhere in this Agreement, any Subdivider Pay Work that can be performed or supplied by the contractor under any such warranty or insurance (which, for the Water Facilities, shall be deemed limited to excavating, trenching, backfilling, surface restoration and provision of materials) shall, at Subdivider's election, be performed or supplied by such contractor and not SFPUC; provided, SFPUC shall have the right (at Subdivider's cost in accordance with this Section 3) to perform or supply any such Subdivider Pay Work covered by any such warranty or insurance if and to the

extent not completed by Subdivider or the applicable contractor within a reasonable period of time. SFPUC shall reasonably cooperate with Subdivider to submit and process any such warranty or insurance claim. Without limiting the generality of the foregoing, Subdivider shall make available to SFPUC all documentation, including, but not limited to, photographs, videos, or reports, describing the condition of the Water and Sewer Facilities prepared by Subdivider in the process of determining whether the repair is covered by a third-party warranty or insurance;

(iv) Payments. Subdivider shall deposit with SFPUC the estimated cost of any Subdivider Pay Work to be completed by SFPUC, as reflected on the applicable budget. Promptly following the completion of any Subdivider Pay Work, SFPUC shall deliver to Subdivider a final invoice (including labor hours expended, materials supplied and unit rates for each) and reconciliation to the applicable budget. SFPUC shall use best efforts to refund to Subdivider any amount deposited with SFPUC and not expended on such Subdivider Pay Work within sixty (60) days following reconciliation of the estimated costs with the actual project costs. To the extent the cost of the Subdivider Pay Work exceeds the amount deposited, Subdivider shall use best efforts to reimburse SFPUC for Subdivider Pay Work within sixty (60) days following reconciliation of the estimated costs with the actual project costs; and

(v) Right to Observe. Subdivider may observe any Subdivider Pay Work and any other work performed on the Water and Sewer Facilities by or on behalf of SFPUC. SFPUC shall document any and all such repairs or work and resulting condition of the Water and Sewer Facilities. If Subdivider has any issues with the SFPUC's work that arise during the observation, Subdivider shall notify the SFPUC within two (2) business days.

(c) Liens. SFPUC, and its agents, contractors, and licensees, shall keep the Water and Sewer Facilities, the Master Lease and the License Area free and clear of liens, claims, security interests or encumbrances ("Liens") in their favor or in favor of any contractor, subcontractor, material supplier or other person or entity making a claim by reason of having provided labor, materials and equipment relating to the use of the Water and Sewer Facilities by SFPUC. SFPUC shall remove, or bond over to Subdivider's reasonable satisfaction, any such Lien placed on the Water and Sewer Facilities, the Master Lease or the License Area as a result of SFPUC's use of the Water and Sewer Facilities or the License Area within forty-five (45) days of imposition of such Lien, unless the Port has confirmed in writing to Developer that the same does not and shall not under any circumstances constitute a default under the Master Lease, the DDA or any other agreement between Subdivider or any vertical developer on the one hand, and Port, on the other hand.

(d) Relationship to Public Improvement Agreement. Nothing in this Agreement will be construed in any way to alter, amend, or otherwise modify the provisions relating to Notice of Completion ("NOC"), Warranty, Security, or Acceptance as set forth in the PIA with respect to any "Required Improvements" within the scope of the PIA; provided that, at the time Subdivider requests an inspection for purposes of issuing an NOC for all improvements in the relevant street segment, SFPUC shall have the right to perform a field walk of the License Area to assess if there has been any damage to, or lapse in protection of, the Water and Sewer Facilities.

4. Protection of Water and Sewer Facilities. Subdivider shall protect the Water and Sewer Facilities to the reasonable satisfaction of SFPUC at all times, to ensure that the Water and

Sewer Facilities are not damaged prior to Acceptance. The protection shall include the City's standard road base above the Water and Sewer Facilities, consisting of an 8" thick rigid concrete slab, or an equivalent means of mechanical protection, as may be approved in writing by SFPUC. If, in the sole but good faith estimation of SFPUC, Subdivider fails to adequately protect the Water and Sewer Facilities during any point prior to acceptance of the Water and Sewer Facilities by the Board of Supervisors following written notice from SFPUC and a reasonable opportunity to cure, SFPUC may elect to perform a pressure test and visually inspect the Water and Sewer Facilities at Subdivider's expense.

5. Indemnification.

(a) Subdivider Indemnity of City. Subdivider shall indemnify, defend and hold City and its officers, employees, agents, successors and assigns (collectively called "**City Indemnified Parties**") harmless from all liabilities, penalties, costs, damages, expenses, causes of action, claims or judgments (including without limitation reasonable attorneys' fees) (collectively, "**Indemnified Claims**"), arising directly or indirectly from (i) any act by, omission by, negligence of, or willful misconduct of, Subdivider, its employees, or contractors in connection with Subdivider's obligations under this Agreement, the IPA, PIA, and associated permits, or (ii) a breach of this Agreement by Subdivider, in each case except to the extent the claim is caused by City's (including SFPUC's) negligence or willful misconduct.

(b) City Indemnity of Subdivider. City shall indemnify, defend and hold Subdivider and its officers, employees, agents, successors and assigns (collectively called "**Subdivider Indemnified Parties**" collectively, with City Indemnified Parties, "**Indemnified Parties**") harmless from all Indemnified Claims resulting from or arising in connection with (i) third party claims of personal injury or death as a result of or in connection with any act by, omission by, negligence of, or willful misconduct of, City (including SFPUC), its employees, or contractors in connection with this Agreement or (ii) a breach of this Agreement by City (including SFPUC), except to the extent the claim is caused by Subdivider's active negligence or willful misconduct.

(c) Notice. Each party agrees to give prompt notice to the other party with respect to any Indemnified Claims initiated or threatened against any Indemnified Party, at the address for notices to Subdivider or City set forth herein, and in no event later than the earlier of (i) ten (10) business days after valid service of process as to any suit, or (ii) fifteen (15) business days after receiving written notification of the filing of such suit or the assertion of a claim, which a party has reason to believe is likely to give rise to an Indemnified Claim hereunder.

6. Insurance.

(a) City's Self-Insurance. Subdivider acknowledges that City self-insures against casualty, property damage and public liability risks. City agrees to maintain an adequate program of self-insurance during the term of this Agreement and shall not be required to carry any third party insurance with respect to the License Area or otherwise. In no event shall the foregoing be or be deemed to be a limitation on City's (including SFPUC's) obligations hereunder.

(b) Subdivider's Insurance. Subdivider shall maintain insurance in accordance with the requirements of the Master Lease and shall name as additional insureds City and County of

San Francisco, its Public Utilities Commission, including its commissioners, officers, agents, and employees on the applicable liability policies.

(c) Waiver of Subrogation. Notwithstanding anything to the contrary in this Agreement, City and Subdivider (each a “**Waiving Party**”) each hereby waive any right of recovery against the other party for any loss or damage relating to the License Area or any operations or contents therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by third party insurance that is required to be purchased by the Waiving Party under this Agreement or is actually covered by insurance held by the Waiving Party or its agents, except to the extent of any deductible or retentions.

7. Litigation Expenses. If either party hereto fails to perform any of its respective obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, will pay any and all costs and expenses incurred by the other party on account of such default or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys’ fees and disbursements. For purposes of this Agreement, the reasonable fees of attorneys of the Office of the City Attorney of the City and County of San Francisco will be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney’s services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the City Attorney’s Office.

8. Time. Time is of the essence of this Agreement and each and every part hereof.

9. Amendment. This Agreement may be amended or otherwise modified only in writing signed and acknowledged by Subdivider and SFPUC, or the successors and assigns of each, subject to the provisions of Section 14 below.

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

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

12. References; Titles. Wherever in this Agreement the context requires, reference to the singular shall be deemed to include the plural. Titles of sections and paragraphs are for convenience only and neither limit nor amplify the provisions of this Agreement.

13. Notice. Any notice given under this Agreement shall be in writing and given by delivering the notice in person, by commercial courier or by sending it by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is given.

Subdivider: FC Pier 70, LLC  
875 Howard Street, Suite 330



San Francisco, CA 94131  
Attn: Jack Sylvan

With copies to: Brookfield Properties Development LLC  
127 Public Square, Suite 3100  
Cleveland, Ohio 44114  
Attention: General Counsel

And to

Gibson, Dunn & Crutcher  
555 Mission Street, Suite 3000  
San Francisco, CA 94105-0921  
Attn: Allison H. Kidd

SFPUC: Deputy General Manager  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue  
San Francisco, CA 94102

With copies to: City Attorney, City of San Francisco  
Attention: Real Estate/Finance Team  
Room 234, City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102-4682

And to: Director of Public Works  
City and County of San Francisco  
c/o Infrastructure Task Force Manager  
Pier 70 Project  
30 Van Ness Avenue, Suite 4200  
San Francisco, CA 94102

Any mailing address or telefacsimile number 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.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (except as otherwise specifically provided in Section 16 below). City shall not assign this Agreement to any other person or entity that is not a department of the City without the prior written consent of Subdivider. Without limiting the foregoing, the Temporary License created by this Agreement shall be binding on any future owners and encumbrancers of the License Area or any part thereof and their successors and assigns.

15. Representations and Warranties. Subdivider represents, warrants and covenants to SFPUC the following:

(a) Good Standing. Subdivider is a limited liability company validly existing and in good standing under the laws of the State of Delaware.

(b) Authority. Subdivider has full power and authority to enter into this Agreement and to consummate the transactions contemplated by it. This Agreement has been duly authorized by all necessary action on the part of Subdivider and no other action on the part of Subdivider is necessary to authorize the execution and delivery of this Agreement.

16. Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive benefit of Subdivider and SFPUC and their successors and assigns, subject to the provisions hereof, and not for the benefit of nor give rise to any claim or cause of action by any other person; and this Agreement shall not be deemed to have conferred any rights upon any person except Subdivider and SFPUC. Nothing herein shall be deemed a dedication of any portion of the Water and Sewer Facilities or the License Area to or for the benefit of the general public. The license herein granted is in gross and for the personal benefit solely of SFPUC.

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

18. Entire Agreement. This Agreement, together with any attachments hereto or inclusions by reference, constitutes the entire agreement between the parties on the subject matter hereof, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the Temporary License that is the subject matter of this Agreement. This Agreement shall control in the event of any inconsistency between this Agreement and any other agreement in connection with performance of the Temporary License and the rights and obligations of the parties with respect thereto.

19. Compliance With Laws/Agreements. SFPUC, and SFPUC's agents, contractors, licensees or invitees, at its and their expense, shall comply with all laws, statutes, ordinances, rules and regulations of federal, state and local authorities (including, without limitation, City itself) having jurisdiction over the Water and Sewer Facilities and/or the License Area, now in force or hereafter adopted, with respect to the use by SFPUC of the Water and Sewer Facilities and the License Area under the authority of the Temporary License herein granted. Nothing herein shall be construed in any way to alter, amend, or otherwise relieve Subdivider or SFPUC of any of their respective responsibilities with regard to completion and acceptance and acquisition of the Water Facilities set forth in any other document, instrument or agreement by and between Subdivider and City.

20. Default.

(a) SFPUC's failure to perform any covenant or obligation of SFPUC hereunder and to cure such non-performance within thirty (30) days of written notice by Subdivider shall constitute a default hereunder, provided that if more than thirty (30) days are reasonably required for such cure, no event of default shall occur if SFPUC commences such cure within such period and diligently prosecutes such cure to completion. Upon such default Subdivider be entitled to all remedies and means to cure or correct such default, both legal and equitable, allowed by operation of law except termination of the Temporary License herein granted.

(b) Subdivider's failure to perform any covenant or obligation of Subdivider hereunder and to cure such non-performance within thirty (30) days of written notice by SFPUC shall constitute a default hereunder, provided that if more than thirty (30) days are reasonably required for such cure, no event of default shall occur if Subdivider commences such cure within such period and diligently prosecutes such cure to completion. Upon any default SFPUC shall be entitled to all remedies and means to cure or correct such default, both legal and equitable, allowed by operation of law.

21. Tropical Hardwoods and Virgin Redwoods. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood wood product or virgin redwood or virgin redwood wood product.

22. MacBride Principles - Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, *et seq.* The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Subdivider acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

23. Survival. All representations, warranties, waivers, and indemnities given or made hereunder shall survive termination of this Agreement for a period of (1) year.

*(signatures on following page)*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on \_\_\_\_\_, 2020.

**SUBDIVIDER:**

FC PIER 70, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**CITY:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
HARLAN L. KELLY, JR.  
General Manager,  
Public Utilities Commission

**APPROVED AS TO FORM:**

DENNIS J. HERRERA,  
City Attorney

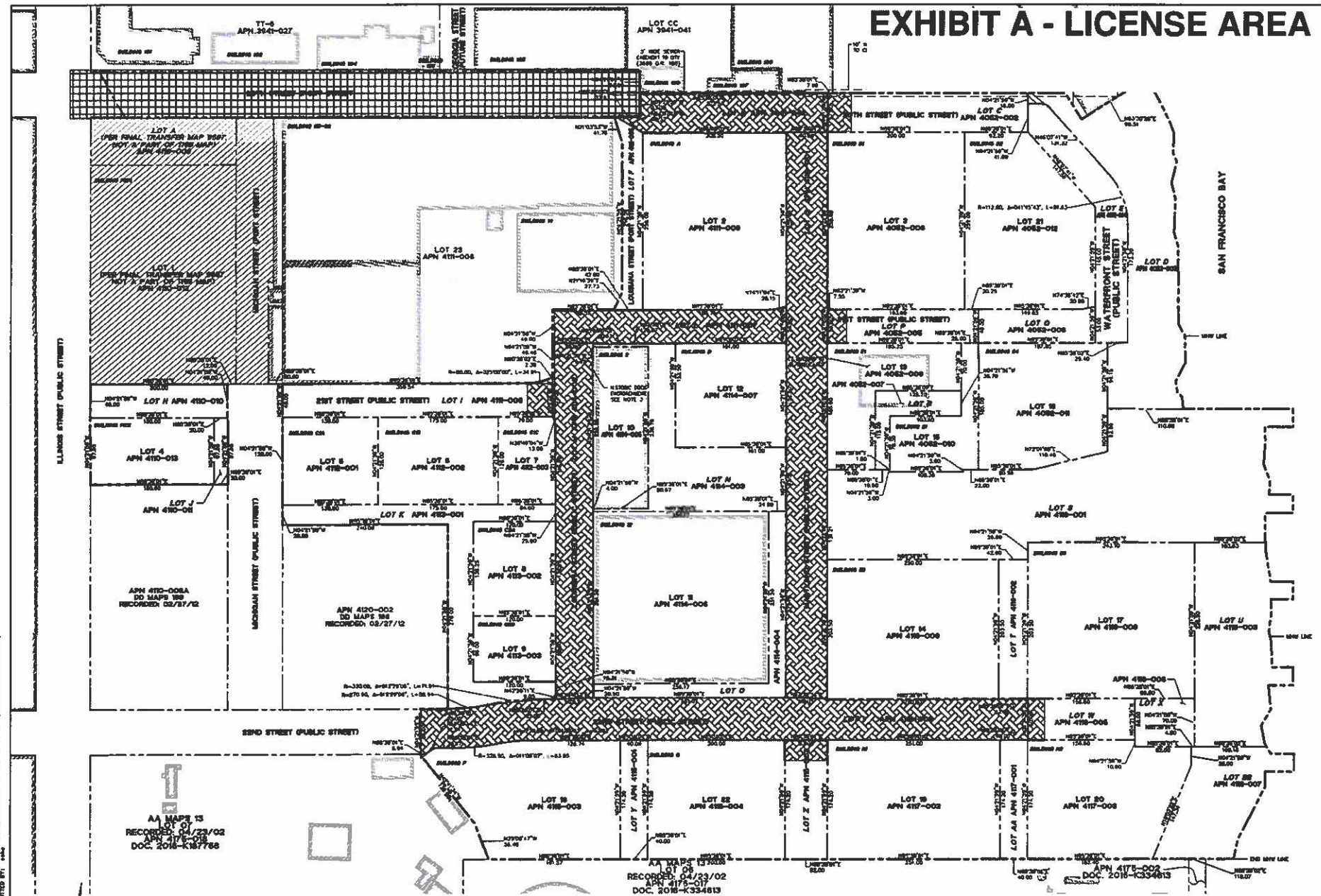
By: \_\_\_\_\_  
Shari Geller Diamant  
Deputy City Attorney

**EXHIBIT A**

**License Area**

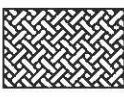
[attached]

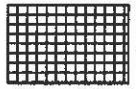
# EXHIBIT A - LICENSE AREA



**NOTE:**

1. THE HIGH WIND WATER (HW) LINE SHOWN HEREIN WAS DETERMINED TO BE AT AN ELEVATION OF 6.6 FEET (DANGER) AS SHOWN IN A 1984 DATA STUDY PROVIDED BY SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION. THE HIGH ELEVATION LINE WAS OBTAINED BY RETRIBUTION OF 1 FOOT CONTOURS BASED ON SURVEYS PROVIDED BY THE PORT OF SAN FRANCISCO AND AN AERIAL TOPOGRAPHIC SURVEY PREPARED BY BKF ENGINEERS.
2. EXISTING PARCELIZATION BASED ON THE 1987 TENTATIVE TRANSFER MAP BY MATTHEW ROSE ASSOCIATES. FINAL SUBDIVISION MAPS WILL BE RECORDED AFTER THE FINAL TRANSFER MAP HAS BEEN RECORDED.
3. LOT 10 HISTORIC LONING COOK WILL BE SUBJECT TO AN ENDEAVOUR PERMIT FOR THE FUTURE PUBLIC RIGHT OF WAY.

 License Area within Master Lease premises

 Area outside Master Lease with Water and Sewer Facilities

**BKF100**  
 2500 CALIFORNIA ST., SUITE 200, OAKLAND, CA 94612  
 (415) 764-1000  
 WWW.BKF100.COM

**PIER70**  
 1000 CALIFORNIA ST., SUITE 200, OAKLAND, CA 94612  
 (415) 764-1000  
 WWW.PIER70.COM

CALIFORNIA

**WATERFRONT SITE AT PIER 70 SUD**  
**TENTATIVE FINAL MAP 9585**  
**EXISTING PARCELIZATION PLAN**  
 SAN FRANCISCO COUNTY  
 CITY OF SAN FRANCISCO

NO.	DATE	DESCRIPTION	BY	APP. BY
1	04/23/02	REVISION - WATERFRONT	...	...
2	04/23/02	REVISION - WATERFRONT	...	...
3	04/23/02	REVISION - WATERFRONT	...	...
4	04/23/02	REVISION - WATERFRONT	...	...
5	04/23/02	REVISION - WATERFRONT	...	...

TM3.0

DATE: 04/23/02  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT: WATERFRONT SITE AT PIER 70 SUD