

File No. 180189

Committee Item No. 2

Board Item No. 38

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Transportation
Board of Supervisors Meeting:

Date: April 2, 2018
Date: APRIL 10, 2018

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Ordinance |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
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| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
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OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Public Works Order No. 187181 - February 21, 2018</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>OCII Letter - January 29, 2018</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>General Plan Referral - August 7, 2015</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PW, Mission Bay Task Force Letter - June 23, 2015</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Location Map</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Offer of Improvements - Route 280/Mariposa Street Intersection</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Assignment of Warranties and Guaranties</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Acquisition Agreement - RDA & Catellus - June 1, 2001</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Street Improvement Permit</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Department Referral - March 6, 2018</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PW, Mission Bay Task Force Intro Transmittal - February 16, 2018</u> |

Completed by: John Carroll
Completed by: V. Young

Date: March 30, 2018
Date: 7/2/18

1 [Mission Bay South - Accepting the Mariposa Street Intersection Adjacent to Interstate 280]
 2
 3 **Ordinance accepting the irrevocable offer of public infrastructure acquisition facilities**
 4 ~~**associated with the Mission Bay South Mariposa Street intersection infrastructure**~~
 5 **improvements adjacent to Highway Interstate 280 (“Mariposa Street Intersection Public**
 6 **Infrastructure”); dedicating the Mariposa Street Intersection Public Infrastructure for**
 7 **public use and designating such Public Infrastructure for public street and roadway**
 8 **purposes; accepting the Mariposa Street Intersection Public Infrastructure for City**
 9 **maintenance and liability purposes, subject to specified limitations; adopting findings**
 10 **under the California Environmental Quality Act; making findings of consistency with**
 11 **the General Plan, the eight priority policies of Planning Code, Section 101.1, and the**
 12 **Mission Bay South Redevelopment Plan; accepting a Public Works Order making**
 13 **recommendations and certifications related to the Mariposa Street Intersection Public**
 14 **Infrastructure; and authorizing official acts in connection with this Ordinance, as**
 15 **defined herein.**

16 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
 17 **Additions to Codes** are in *single-underline italics Times New Roman font*.
 18 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.
 19 **Board amendment additions** are in double-underlined Arial font.
 20 **Board amendment deletions** are in ~~strikethrough Arial font~~.
 21 **Asterisks (* * * *)** indicate the omission of unchanged Code
 22 subsections or parts of tables.

21 Be it ordained by the People of the City and County of San Francisco:

22 Section 1. Background and Findings.

23 (a) In this ordinance, all capitalized terms relating to Mission Bay shall have the
 24 definitions ascribed to them pursuant to the Mission Bay South Redevelopment Plan and Plan
 25

1 Documents described therein, that the City approved in 1998 in Ordinance No. 335-98, a copy
2 of which is on file with the Clerk of the Board of Supervisors in File No. 981441.

3 (b) This ordinance addresses various Board of Supervisors decisions concerning
4 public infrastructure acquisition facilities associated with the Mission Bay South Mariposa
5 Street intersection infrastructure improvements adjacent to Highway Interstate-280 ("Mariposa
6 Street Intersection Public Infrastructure").

7 (c) The Planning Department, in a letter dated August 7, 2015 (the "Planning
8 Department Letter," part of Planning Department Case No. 2015.008586GPR), determined
9 that the acceptance of the Mariposa Street Intersection Public Infrastructure and other actions
10 herein set forth in this ordinance are, on balance, in conformance with the General Plan and
11 the eight priority policies of Planning Code Section 101.1. The Planning Department also
12 found that the contemplated actions do not trigger the need for subsequent environmental
13 review pursuant to the California Environmental Quality Act ("CEQA") (California Public
14 Resources Code Sections 21000 et seq.). A copy of the Planning Department Letter is on file
15 with the Clerk of the Board of Supervisors in File No. 180189 and is incorporated herein by
16 reference.

17 (d) The Successor Agency to the San Francisco Redevelopment Agency, known as
18 the Office of Community Infrastructure and investment ("OCII"), in a letter dated January 29,
19 2018 (the "OCII Letter"), determined that the acceptance of the public infrastructure
20 acquisition facilities associated with the Mariposa Street Intersection Public Infrastructure on
21 portions of Mariposa Street adjacent to the Interstate-280 on- and off-ramp, constructed
22 pursuant to Permit No. 14IE-0850, dated September 2, 2014, and other actions in this
23 ordinance are consistent with the Mission Bay South Redevelopment Plan (the "Plan") and
24 Plan Documents. OCII also recommended that the Board of Supervisors accept the Mariposa

25 ///

1 Street Intersection Public Infrastructure. A copy of the OCII letter is on file with the Clerk of
2 the Board of Supervisors in File No. 180189 and is incorporated herein by reference.

3 (e) In Public Works ("PW") Order No. 187181, dated February 21, 2018, the City
4 ~~Engineer certified and the Public Works Director (the "PW Director") recommended that: (1)~~
5 FOCIL-MB, LLC ("FOCIL"), has irrevocably offered the Mariposa Street Intersection Public
6 Infrastructure facilities to the City as set forth in the FOCIL Irrevocable Offer of the Mariposa
7 Street Intersection Public Infrastructure, dated August 17, 2017, ("FOCIL Offer"); (2) PW
8 inspected the facilities and determined them to be complete as of July 21, 2017; (3) the
9 facilities have been constructed in accordance with the Plans and Specifications and all City
10 codes, regulations, standards, and the Mission Bay South Redevelopment Plan and Plan
11 Documents governing the Mariposa Street Intersection Public Infrastructure; and (4) the
12 facilities are ready for their intended use. The PW Director also recommended that the Board
13 of Supervisors accept the Mariposa Street Intersection Public Infrastructure as acquisition
14 facilities, dedicate it to public use, designate it for street and roadway purposes, and accept it
15 for City maintenance and liability purposes subject to certain exceptions, including FOCIL'S
16 conditional assignment of all warranties and guaranties to the City related to the construction
17 of the above listed improvements and its warranty obligations under Street Improvement
18 Permit No. 14IE-0850. Copies of the PW Order and FOCIL Offer are on file with the Clerk of
19 the Board of Supervisors in File No. 180189 and are incorporated herein by reference.

20
21 Section 2. Adoptions and Approvals.

22 (a) The Board of Supervisors adopts as its own the CEQA findings and the General
23 Plan and Planning Code Section 101.1 consistency findings in the Planning Department
24 Letter, as referenced in Section 1(c) of this ordinance, in connection with the acceptance of

25 ///

1 the Mariposa Street Intersection Public Infrastructure and other actions specified in this
2 ordinance.

3 (b) The Board of Supervisors adopts as its own the Redevelopment Plan consistency
4 findings in the OCII Letter, as referenced in Section 1(d) of this ordinance, in connection with
5 the acceptance of the Mariposa Street Intersection Public Infrastructure and other actions
6 specified in this ordinance.

7 (c) The Board of Supervisors has reviewed and approves PW Order No. 187181, as
8 referenced in Section 1(e) of this ordinance, including the City Engineer's certification and PW
9 Director's recommendation concerning the acceptance of the FOCIL Offers, Mariposa Street
10 Intersection Public Infrastructure, and other actions set forth in the PW Order.

11
12 Section 3. Acceptance of New Acquisition Facilities and Assumption of Maintenance
13 and Liability Responsibilities.

14 (a) Pursuant to California Streets and Highways Code Section 1806 and San
15 Francisco Administrative Code Sections 1.51 et seq., the Acquisition Agreement dated June
16 1, 2001 by and between the San Francisco Redevelopment Agency and Catellus
17 Development Corporation, and Public Works Order No. 187181, the Board of Supervisors
18 hereby accepts the FOCIL Offer.

19 (b) The Board of Supervisors hereby dedicates the Mariposa Street Intersection Public
20 Infrastructure for public use and designates such Public Infrastructure for street and roadway
21 purposes.

22 (c) The Board of Supervisors hereby accepts the Mariposa Street Intersection Public
23 Infrastructure for City maintenance and liability purposes, subject to subsections (d) and (e) of
24 this Section 3.

25 ///

1 (d) The Mariposa Street Intersection Public Infrastructure that the Board of
2 Supervisors accepts pursuant to subsections (a) - (c) of this Section 3 is subject to the
3 following: (1) the portions of street being accepted are from back of sidewalk to back of curb;
4 ~~(2) acceptance for City maintenance and liability purposes is from back of curb to back of~~
5 curb, unless specified otherwise; (3) sidewalk maintenance is the responsibility of adjacent
6 property owners in accordance with the Public Works Code; (4) encroachments that are
7 permitted, not permitted, or both are excluded from acceptance; and (5) the acceptance of the
8 streets does not obviate, amend, alter, or in any way affect existing maintenance agreements
9 between the City and parties to such agreements.

10 (e) The Board of Supervisors hereby acknowledges that FOCIL's conditional
11 assignment of all warranties and guaranties to the City relate to the construction of the
12 Mariposa Street Intersection Public Infrastructure and that the Board's acceptance of this
13 Infrastructure is subject to FOCIL's warranty obligations under Street Improvement Permit No.
14 14IE-0850 for this Public Infrastructure.

15
16 Section 4. Authorization for Implementation. The Mayor, Clerk of the Board of
17 Supervisors, Director of Real Estate, and PW Director are hereby authorized and directed to
18 take any and all actions which they or the City Attorney may deem necessary or advisable in
19 order to effectuate the purpose and intent of this ordinance.

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21 ///

22 ///

23 ///

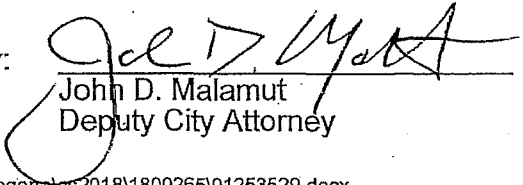
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1 Section 5. Effective Date. This ordinance shall become effective 30 days after
2 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the
3 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board
4 of Supervisors overrides the Mayor's veto of the ordinance.

5
6 APPROVED AS TO FORM:
7 DENNIS J. HERRERA, City Attorney

8 By:


9 John D. Malamut
Deputy City Attorney

10 n:\legislation\2018\1800265\01253529.docx

LEGISLATIVE DIGEST

[Mission Bay South - Accepting the Mariposa Street Intersection Adjacent to Interstate 280]

Ordinance accepting the irrevocable offer of public infrastructure acquisition facilities associated with the Mission Bay South Mariposa Street intersection infrastructure improvements adjacent to Highway Interstate 280 (“Mariposa Street Intersection Public Infrastructure”); dedicating the Mariposa Street Intersection Public Infrastructure for public use and designating such Public Infrastructure for public street and roadway purposes; accepting the Mariposa Street Intersection Public Infrastructure for City maintenance and liability purposes, subject to specified limitations; adopting findings under the California Environmental Quality Act; making findings of consistency with the General Plan, the eight priority policies of Planning Code, Section 101.1, and the Mission Bay South Redevelopment Plan; accepting a Public Works Order making recommendations and certifications related to the Mariposa Street Intersection Public Infrastructure; and authorizing official acts in connection with this Ordinance, as defined herein.

Existing Law

The Board of Supervisors adopted the Redevelopment Plan for the Mission Bay South Project Area by Ordinance No. 335-98 on November 2, 1998. This Ordinance and related Mission Bay legislation established a process by which the project developer (FOCIL - MB, LLC) constructs specified public improvements and offers said improvements to the City. After determining that the construction of the improvements is complete, the City initiates the local and State law procedures concerning accepting streets and other public improvements for City maintenance and liability.

Amendments to Current Law

This legislation would accept offers of dedication for improvements to the Mariposa Street intersection adjacent to the Interstate 280 on- and off-ramp; dedicate these improvements for public use; and designate these improvements for street and roadway purposes. The ordinance would accept the public infrastructure improvements on this Mariposa Street intersection for City maintenance and liability purposes, subject to certain exceptions. This legislation also would make environmental findings and findings that the legislation is consistent with the Mission Bay South Redevelopment Plan, the General Plan, and the priority policies of the Planning Code Section 101.1.

FILE NO. 180189

Background Information

This legislation relates to the infrastructure improvements on portions of Mariposa Street adjacent to the I-280 on and off-ramp within the Mission Bay South Redevelopment Plan.

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GENERAL - DIRECTOR'S OFFICE
City Hall, Room 348
1 Dr. Carlton B. Goodlett Place, S.F., CA 94102
(415) 554-6920 ■ www.SFPublicWorks.org



Mark Farrell, Mayor
Mohammed Nuru, Director

Public Works Order No: 187181

Re: Recommendation for formal acceptance of the Mission Bay South Public Infrastructure located at the Mariposa Street intersection adjacent to the Highway Interstate-280 on- and off-ramp; dedicating the Mariposa Street Intersection Public Infrastructure for public use, and designating such Public Infrastructure for street and roadway purpose; accepting said facilities for City maintenance and liability purposes, subject to specified limitations.

WHEREAS, California Statutes of 1968, Chapter 1333 ("the Burton Act") and San Francisco Charter Section 4.114 empower the San Francisco Port Commission to use, conduct, operate, maintain, manage, regulate, and control the lands within Port Commission jurisdiction; and

WHEREAS, On November 2, 1998, the City, acting through its Board of Supervisors, approved the Mission Bay South Redevelopment Plan ("Mission Bay Plan") by Ordinance No. 335-98; and

WHEREAS, On November 16, 1998, the Redevelopment Agency of the City and County of San Francisco, (the "Redevelopment Agency") and Catellus Development Corporation ("Catellus") entered into the Mission Bay South Owner Participation Agreement (the "South OPA"); and

WHEREAS, On November 16, 1998, the City and County of San Francisco (the "City") and the Redevelopment Agency entered into the South Interagency Cooperation Agreement; and

WHEREAS, On July 19, 1999, the City and Catellus entered into the Amended and Restated Mission Bay City Land Transfer Agreement (the "Land Transfer Agreement"); and

WHEREAS, On July 19, 1999, the State of California quitclaimed to the City and Port certain properties subject to a public trust, including portions of Mariposa Street; and,

WHEREAS, On June 1, 2001, the Redevelopment Agency and Catellus entered into the Mission Bay South Acquisition Agreement; and

WHEREAS, On December 1, 2003, Catellus merged into Catellus Operating Limited Partnership, a Delaware limited partnership ("COLP"), and on December 31, 2003, COLP as successor by merger to Catellus contributed most of its interests in Mission Bay to Catellus Land and Development Corporation a Delaware Corporation ("CLDC"), thereby making CLDC a wholly owned subsidiary of COLP following the merger, including all rights and obligations under the Project Permit and the Permit to Enter related to the Project; and



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WHEREAS, On November 22, 2004, COLP and CLDC granted all of its property in the grant deed, and assigned all rights and obligations under the OPA, as stated in the Assumption Agreement, to FOCIL-MB, LLC, a Delaware limited liability company ("FOCIL"); and

WHEREAS, On February 1, 2012, state law dissolved the Redevelopment Agency and the transfer of all rights, obligations and liabilities of the former Redevelopment Agency to the Successor Agency to the Redevelopment Agency of the City and County of San Francisco ("Successor Agency"), commonly known as the Office of Community Investment and Infrastructure ("OCII"); and

WHEREAS, On September 2, 2014, San Francisco Public Works approved under Street Improvement Permit No. 14IE-0850 the construction of certain permanent public infrastructure improvements, including the Route 280 and Mariposa Street Intersection Improvements; and

WHEREAS, In a letter dated August 7, 2015 the San Francisco Planning Department determined that the acceptance of the Seventh Intersection Improvements and other actions specified herein are consistent with the findings of Case No. 2015.008586GPR regarding consistency with the General Plan and the eight priority policies of Planning Code Section 101.1, and that the contemplated actions do not trigger the need for subsequent environmental review pursuant the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000 et seq.); and

WHEREAS, On July 28, 2017, Public Works issued a notice stating that as of July 21, 2017 the Project had been substantially completed pursuant to Improvement Permit No. 14IE-0850 and the Route 280 and Mariposa Street Intersection Improvements were ready for their intended use; and

WHEREAS, On August 17, 2017, FOCIL irrevocably offered to the City the Mariposa Street Intersection Public Infrastructure constructed in accordance with the Project Plans, and any authorized revisions or contract change orders thereto, and a Conditional Assignment of Warranties and Guaranties related to the construction of the Mariposa Street Intersection Public Infrastructure; and

WHEREAS, In a letter dated January 29, 2018, OCII determined the acceptance of the Mariposa Street Intersection Improvements and other actions specified herein are consistent with the Mission Bay South Redevelopment Plan and Plan Documents and recommended that the Board of Supervisors accept the Improvements on behalf of the City; and

WHEREAS, On February 2, 2018, the Director of Public Works signed and accepted the FOCIL Conditional Assignment of Warranties and Guaranties with regard to the Mariposa Street Intersection Public Infrastructure; and

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

- 1) The City has regulatory jurisdiction over Mariposa Street.
- 2) FOCIL has irrevocably offered the Mariposa Street Intersection Public Infrastructure to the City.



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3) On behalf of FOCIL, Mission Bay Development Group, LLC has submitted a copy of a record Notice of Completion, Assignments of Warranties and Guaranties, Assignments of Reimbursements to the City from third parties, if applicable, and evidence of acceptability of the Mariposa Street Intersection Public Infrastructure from all applicable public entities and/or non-City utilities.

4) Public Works has performed all applicable inspections, obtained test results, ensured compliance with permit conditions and mitigation measures, resolved punch list items, and determined the Street Improvement Permit terms have been or will be met, and received Street Improvement Plan as-built drawings.

5) Public Works determined that as of July 21, 2017, the Mariposa Street Intersection Public Infrastructure are ready for their intended use and have been completed substantially in conformity with the Plans and Specifications for the Mariposa Street Intersection Public Infrastructure, approved by or on behalf of the PW Director, on September 2, 2014 and any authorized revision thereto, and that the Project has been constructed in accordance with all City codes, regulations, standards, and the Mission Bay South Plan and Plan Documents governing this project.

NOW THEREFORE BE IT ORDERED THAT,

With respect to facilities:

I hereby recommend the Board of Supervisors accept the Mariposa Street Intersection Public Infrastructure, as referenced in the Acquisition Agreement dated June 1, 2001, and as further described in the Mariposa Street Intersection Public Infrastructure Irrevocable Offer of Improvements, dated August 17, 2017, dedicate the improvements for public use and designate for street and roadway purposes.

I further recommend that the Board of Supervisors acknowledge FOCIL's Conditional Assignment of Warranties and Guaranties to the City with regard to the Mariposa Street Intersection Public Infrastructure.

With Respect to City Street Maintenance and Liability:

Pursuant to California Streets and Highways Code Section 1806 and San Francisco Administrative Code Sections 1.51 et seq., I hereby recommend that the Board of Supervisors accept the facilities for City maintenance and liability purposes, subject to the limitations specified herein and below.

The acceptance is subject to the following: (1) acceptance of project facilities for City maintenance and liability purposes is from back of curb to back of curb, unless specified otherwise; (2) sidewalk maintenance is the responsibility of adjacent property owners in accordance with the Public Works Code, (3) encroachments that are permitted, not permitted, or both are excluded from acceptance, (4) the acceptance of the streets does not obviate, amend, alter, or in any way affect existing maintenance agreements between the City and parties to such agreements. In addition, the Director recommends that the Board of Supervisors acknowledge FOCIL's conditional assignment of all warranties and guaranties to the City related to the construction of the Mariposa Street Intersection Public Infrastructure and that its acceptance of



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this Infrastructure is subject to FOCIL's warranty obligations under Street Improvement Permit No. 14IE-0850 for this Public Infrastructure.

2/16/2018

2/21/2018

X 

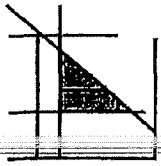
Thomas, John
Approver 2
Signed by: Thomas, John

X Mohammed Nuru

Nuru, Mohammed
Approver 3
Signed by: Nuru, Mohammed



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OCII

office of
COMMUNITY INVESTMENT
and INFRASTRUCTURE

126-0092018-197

January 29, 2018

Ms. Barbara L. Moy
Manager
Infrastructure Task Force
Department of Public Works
30 Van Ness, Room 4200
San Francisco, CA 94102

RE: Mission Bay South-Route 280 and Mariposa Street Intersection Public
Infrastructure Improvements-Consistency Determination

Dear Ms. Moy:

The Office of Community Infrastructure and Investment ("OCII") has received your request regarding the Route 280 and Mariposa Street Intersection public infrastructure improvements and their consistency with the Mission Bay South Redevelopment Plan and Plan Documents.

OCII has reviewed the documents and related materials concerning the acceptance of the Route 280 and Mariposa Street Intersection public infrastructure improvements and other related actions thereto, and finds these consistent with the Mission Bay South Redevelopment Plan and Plan Documents, and recommends that the Board of Supervisors accept the facilities on behalf of the City.

Mark Farrell
MAYOR

Nadia Sesay
EXECUTIVE DIRECTOR

Marily Mondejar
CHAIR

Miguel Bustos
Mara Rosales
Darshan Singh
COMMISSIONERS

Sincerely,

Marc Slutzkin
Project Manager

Cc: Sally Oerth, OCII

📍 One S. Van Ness Ave.
5th Floor
San Francisco, CA
94103

📞 415 749 2400

🏠 www.sfocii.org



SAN FRANCISCO PLANNING DEPARTMENT

General Plan Referral

Date: August 7, 2015
Case No.: Case No. 2015.008586GPR
1450 3rd Street –
Mission Bay South Acceptance of Land & Public Infrastructure

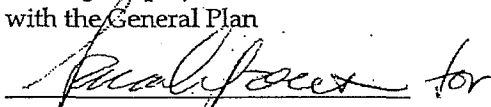
Block/Lot No.: 8711/007

Project Sponsor: FOCIL-MB, LLC

Applicant: Luke Stewart
Mission Bay Development Group, LLC
410 China Basin Street
San Francisco, CA 94158

Staff Contact: Jeremy Shaw – (415) 575-9135
jeremy.shaw@sfgov.org

Recommendation: Finding the project, on balance, is in conformity with the General Plan

Recommended by:  for
John Rahaim, Director of Planning

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

PROJECT DESCRIPTION

The Mission Bay South Redevelopment Plan includes a tentative map of public improvements and several proposed land transfers from the predecessor of the project sponsor FOCIL-MB, LLC to the City of San Francisco. In 1998, the Planning Department found the Redevelopment Plan, including the tentative map and land transfers, consistent with the General Plan (Exhibit G).

As per the Redevelopment Plan, the project sponsor and the Regents of the University of California are now granting several portions of Third Street, 16th Street, Mariposa Street and the northbound I-280 Off Ramp to the City and County of San Francisco for street and roadway purposes; and they are dedicating public infrastructure facilities on those lands to the City. The facilities, including roadways, sidewalks, a park and utilities, are summarized in the letter from the Mission Bay Task Force dated June 23, 2015.

SITE DESCRIPTION AND PRESENT USE

The areas are currently under construction or completed as street roadways, park and sidewalk, including several utility improvements. After the Department of Public Works determines that facilities have been constructed in accordance with plans and specifications, and are ready for their intended use, the developer will dedicate the facilities to the City.

ENVIRONMENTAL REVIEW

The Final Subsequent Environmental Impact Report for Mission Bay was certified as adequate, accurate and objective by the Redevelopment Commission Resolution No. 181-98 on September 17, 1998; by Planning Commission Resolution No. 14696 on September 18, 1998; and by the Board of Supervisors Resolution No. 854-98 on October 18, 1998.

GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION

As described below, the Project is consistent with the Eight Priority Policies of Planning Code Section 101.1 and is, on balance, **in-conformity** with the following Objectives and Policies of the General Plan:

Eight Priority Policies Findings

The subject project is found to be consistent with the Eight Priority Policies of Planning Code Section 101.1 in that:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced.

Existing neighborhood-serving retail uses are neither adjacent nor affected by the acceptance of public right-of-way and facilities. An adjacent development will include at least one neighborhood-serving retail use at ground level.

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhood.

The proposed project will not affect existing housing. The open space can serve future nearby residents and neighborhood activity. Sidewalks and bike lanes can also facilitate connections to and from the diverse uses throughout and adjacent to the Redevelopment Area.

3. That the City's supply of affordable housing be preserved and enhanced.

The proposed project would not have an adverse effect on the City's supply of affordable housing.

4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking.

The proposed project would not increase demand in such a way as to result in commuter traffic impeding MUNI's transit service or overburdening the streets. Transportation planning and implementation are addressed in Mission Bay EIR mitigation measures.

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for residential employment and ownership in these sectors be enhanced.

The proposed project would not displace or affect the existing industrial or service sectors with office development. The public improvements are required by and consistent with the adopted Mission Bay Redevelopment Area Land Use plan.

6. That the City achieves the greatest possible preparedness to protect against injury and loss of life in an earthquake.

An emergency plan has been adopted for all of Mission Bay, with recommend emergency actions as required.

7. That landmarks and historic buildings be preserved.

The project does not include or affect any landmarks or historic buildings.

8. That our parks and open space and their access to sunlight and vistas be protected from development.

Vistas and sunlight at nearby parks or open spaces will not be affected by the project.

GENERAL PLAN FINDINGS

RECREATION AND OPEN SPACE ELEMENT

Objective 2 - develop and maintain a diversified and balanced citywide system of high quality public open space.

Discussion: The improvements add new park areas along Mariposa Street.

Objective 4 - provide opportunities for recreation and the enjoyment of open space in every San Francisco neighborhood.

Discussion: The improvements add new park areas along Mariposa Street. The sidewalks and bike lanes enable access to the waterfront and other open spaces in Mission Bay.

URBAN DESIGN ELEMENT

Objective 4 - improvement of the neighborhood environment to increase personal safety, comfort, pride and opportunity

Policy 4.8 - Provide convenient access to a variety of recreation opportunities.

Discussion: The proposed streets would increase pedestrian and bicycle safety and access to Mission Bay employment and open space areas.

Policy 4.11 - Make use of street space and other unused public areas for recreation, particularly in dense neighborhoods, such as those close to downtown, where land for traditional open spaces is more difficult to assemble.

Discussion: The improvements add new park areas along Mariposa Street.

TRANSPORTATION ELEMENT

Policy 1.2 - Ensure the safety and comfort of pedestrians throughout the city.

Discussion: The sidewalks are at least six feet wide and include street trees and additional street lighting.

Policy 23.1

Provide sufficient pedestrian movement space with a minimum of pedestrian congestion in accordance with a pedestrian street classification system.

Discussion: The sidewalks are at least six feet wide and include street trees and additional street lighting.

Policy 23.9

Implement the provisions of the Americans with Disabilities Act and the City's curb ramp program to improve pedestrian access for all people.

Discussion: New curb ramps are provided at all intersections.

RECOMMENDATION: Finding the Project, on balance, in-conformity with the General Plan

Attachments

- 1: Mission Bay Task Force letter dated June 23, 2015
- 2: Map of areas of acceptance

cc: Barbara Moy, Mission Bay Task Force, San Francisco Public Works

I:\Citywide\General Plan\General Plan Referrals\2015\2015-008586GPR - 1450 03rd St - Mission Bay South Acceptance.doc



Mission Bay Task Force

June 23, 2015

Edwin M. Lee
Mayor

Mohammed Nuru
Director

Jerry Sanguinetti
Manager

Street Use and Mapping
1155 Market St, 3rd floor
San Francisco, CA 94103
tel 415-554-5810

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

General Plan Referral - Attention: Jon Swae

Department of City Planning
City and County of San Francisco
1650 Mission Street, Suite 400
San Francisco, CA 94103

Subject: General Plan Referral Application for Mission Bay South
Blocks 36-39 & X3, Third Street, I-280 Off Ramp, 16th Street and Mariposa
Street Consistency Determination for Public Infrastructure Improvements-
Assessor's Block/Lots 8711/007, 8724/001, 3943/001,003,007, 3992/003,
8723/002-007, 8727/006-008, 3995/002, 3996/013, 015, 3997/004,
3998/005,009,013,021 and 3999/011

Dear Jon,

The Mission Bay Task Force (MBTF) is providing this letter to provide supplemental information to assist you and the developer in processing and obtaining the General Plan Referral. The Developer is FOCIL-MB, LLC (FOCIL), successor to Catellus represented by Mission Bay Development Group, LLC (MBDG). Please find attached a General Plan Referral Application (2 copies) from Mission Bay Development Group, LLC, and payment in the amount of \$3,629 for the application fee for the subject project as follows:

Payment Method	Amount	Payable to	Document No.
Journal Entry (JE)	\$ 3,629.00	Index Code # 290225, sub-object # 60194	RTSM15000036

In order to process the JE payment, DPW Accounting requires a case number. Please assign a case number and e-mail the case number to Grace Kwak and copy to Teresa Perez (teresa.perez@sfdpw.org).

The project is within the Mission Bay South Redevelopment District as shown on the attached **Exhibit A**. The referral is to allow for the following:

1. **Acceptance of Land:** FOCIL and the Regents of the University of California will be granting a portion of Block 8711 Lot 007 located along the west side of Third Street north of the Third/Sixteenth Street intersection to the City and County of San Francisco for street and roadway purposes as shown on Sheet C1.4 of the Block 25 Improvement Plans (**Exhibit B**). The Board of Supervisors will act to approve the

Grant Deed for the land and authorize the Director of Property to accept the land as dedicated to the City.

2. **Acceptance of Dedication of Public Infrastructure:** After the Department of Public Works (DPW) determines that the facilities have been constructed in accordance with the Plans and Specifications and are ready for their intended use, the Developer is obligated to dedicate the Infrastructure facilities to the City. The dedication will be for the improvements located on portions of Third Street, 16th Street, Mariposa Street and the northbound I-280 Off Ramp. The Board of Supervisors must act to accept the dedication of the Public Facilities. The Infrastructure will be constructed per the Improvement Plans, including but not limited to curb, gutter, sidewalks, street lighting, traffic controls, low pressure, high pressure and reclaimed water, sewer, storm, gas and electric lines and services, joint utility trench, fire hydrant, landscaping and restriping as shown on excerpts of the Improvement Plans attached as follows.
 - a. **Exhibit B-Excerpts of the Block 25 Public Improvement Plans**
 - I. West side of Third Street between Campus Lane and 16th Street: approximately 300 feet in length, two southbound lanes with a left turn lane approaching the Third Street/16th Street intersection, bike lane west of the Muni track, sidewalk on the west side of street with (no parking).
 - II. North side of 16th Street between Third Street and Fourth Street: approximately 400 feet in length, two westbound lanes with a bike lane and a left turn lane approaching the 16th Street/Fourth Street intersection and sidewalk on north side of street (no parking).
 - b. **Exhibit C-Excerpts of the Park P26/Mariposa Street Public Sidewalk Improvement Plans**
 - I. North side of Mariposa Street, west of the Mariposa Street/Fourth Street intersection: approximately 300 feet in length of sidewalk improvements.
 - c. **Exhibit D-Excerpts of the Blocks 36-39 Ph. 2 Public Improvement Plans**
 - I. South side of 16th Street between Third Street and Owens Street: approximately 900 feet in length of public improvements including but not limited to low pressure, high pressure and reclaimed water, sewer, storm, gas and electric lines and services, joint utility trench, fire hydrant and landscaping.
 - d. **Exhibit E-Excerpts of the Blocks 36-39 Deep Utilities Public Improvement Plans**
 - I. South side of 16th Street between Third Street and Owens Street: approximately 900 feet in length of public improvements including but not limited to low pressure and reclaimed water and sewer and storm lines and services.

- II. West side of Third Street between 16th Street and Mariposa Street: approximately 900 feet in length of public improvements including but not limited to low pressure and reclaimed water and sewer and storm lines and services.
 - III. North side of Mariposa Street between Owens Street and Third Street: approximately 900 feet in length of public improvements including but not limited to low pressure, high pressure and reclaimed water, sewer, storm and gas lines and services.
- e. **Exhibit F- Excerpts of the Route 280/Mariposa Street Intersection Improvement Plans**
- I. I-280 off ramp: approximately 300 feet in length, one left turn lane and two right turn lanes approaching the I-280/Mariposa Street intersection.
 - II. North side of Mariposa Street between Pennsylvania Street and the I-280 Off Ramp: approximately 400 feet in length, three westbound lanes, two of which are designated left turn lanes and one through lane approaching the I-280 On Ramp with sidewalk, width varies.
 - III. South side of Mariposa Street between Pennsylvania Street and the I-280 Off Ramp: approximately 400 feet in length, one exclusive right turn lane and one shared right through line approaching the I-280 On Ramp

Background Information:

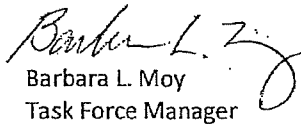
Please refer to the list below for some of the previous significant actions taken by the Board of Supervisors, Department of City Planning (DCP) and/or San Francisco Office of Community Investment and Infrastructure Successor Agency to the San Francisco Redevelopment Agency:

- 1. By Resolution No. 14699 adopted on September 17, 1998, the Planning Commission found that the Mission Bay North and Mission Bay South Redevelopment Plans, dated September 4, 1998, were consistent with the San Francisco General Plan. The projects referenced above were proposed as part of the Mission Bay South Redevelopment Plan.
- 2. The Final Subsequent Environmental Impact Report for Mission Bay (FSEIR) was prepared pursuant to the California Environmental Quality Act and was certified as adequate, accurate and objective by:
 - a. Redevelopment Commission Resolution No. 182-98 on September 17, 1998.
 - b. Planning Commission Resolution No. 14696 on September 17, 1998.
 - c. Board of Supervisors affirmed the Planning Commission's certification by Resolution No. 854-98 on October 19, 1998.
 - d. Subsequent Addenda to the FSEIR have been issued.

3. The Mission Bay Tentative Map and Land Transfers were found to be consistent with the General Plan and Section 101.1 of the Planning Code in Planning Department's letter to Mr. Mark A. Primeau dated November 13, 1998. (Exhibit G)
4. The Mission Bay South Owner Participation Agreement (OPA) was executed between the Redevelopment Agency of the City and County of San Francisco and Catellus Development Corporation on November 16, 1998. The agreement included an Attachment D which set forth the Infrastructure Plan that defined the subject project horizontal infrastructure. (Exhibit H)
5. The Final Land Transfer Map was approved by the Board of Supervisors by Motion No. M99-79 and recorded in Book Z of Maps, at Pages 97-117, Official Records.

I am hopeful that the above list of actions will facilitate your review. Please feel free to contact me with any questions and for further assistance. Thank you for your time and early attention.

Best Regards,


Barbara L. Moy
Task Force Manager

Attachments:

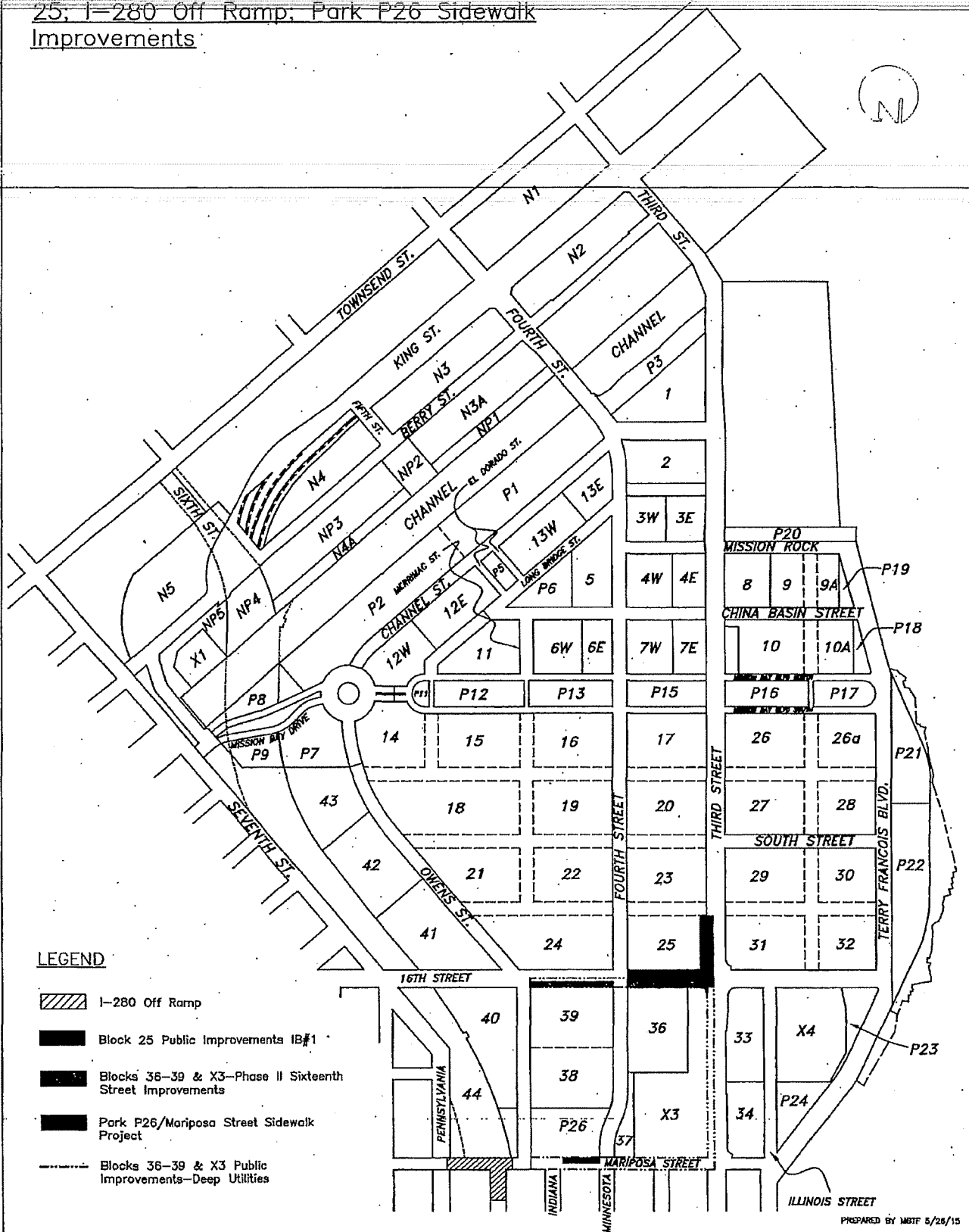
1. Exhibit A – Location Map
2. Exhibit B – Excerpts of the Block 25 Public Improvement Plans
3. Exhibit C – Excerpts of the Park P26/Mariposa Street Public Sidewalk Improvement Plans
4. Exhibit D – Excerpts of the Blocks 36-39 Ph. 2 Public Improvement Plans
5. Exhibit E – Excerpts of the Blocks 36-39 Deep Utilities Public Improvement Plans
6. Exhibit F – Excerpts of the Route 280/Mariposa Street Intersection Improvement Plans
7. Exhibit G – DCP General Plan Consistency for Land Transfers
8. Exhibit H – Owner Participation Agreement, Attachment D, Text descriptions and Cross Sections of Improvements (excerpts-South Infrastructure Plan)
9. Application for General Plan Referral (by MBDG)

cc: Mohammed Nuru, Director of Public Works
John Malamut, Deputy City Attorney
Stephen Shotland, DCP (w/attachment)
Karen Zhu, DCP
Teresa Perez, Infrastructure Task Force (w/attachment)
MBTF File (w/attachment)

LOCATION MAP

Mission Bay Blocks 36-39 & X3; Block 25; I-280 Off Ramp; Park P26 Sidewalk Improvements

EXHIBIT A



LEGEND

- I-280 Off Ramp
- Block 25 Public Improvements IB#1
- Blocks 36-39 & X3-Phase II Sixteenth Street Improvements
- Park P26/Mariposa Street Sidewalk Project
- Blocks 36-39 & X3 Public Improvements-Deep Utilities

PREPARED BY MBTF 5/28/15

[Not for Recording]
City and County of San Francisco
Director of Property
25 Van Ness Avenue
Suite 400
San Francisco, CA 94102

OFFER OF IMPROVEMENTS

(Route 280 / Mariposa Street Intersection Improvements)

FOCIL-MB, LLC, a Delaware limited liability company ("FOCIL") does hereby irrevocably offer to the City and County of San Francisco, a municipal corporation ("City"), and its successors and assigns, all of the right-of-way improvements and underground public utility facilities constructed or installed by or on behalf of FOCIL pursuant to Street Improvement Permit #14IE-0850 (Mission Bay), dated September 2, 2014, issued thereunder, for Route 280 / Mariposa Street Intersection Improvements, and the improvement plans and specifications described therein, but excepting therefrom those portions of the facilities which are identified on the "as-built" drawings delivered to and on file with the City as PG&E service conduits and vaults, and Comcast service conduits, and AT&T service conduits.

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

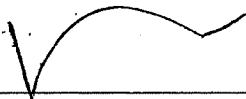
It is understood and agreed that: (i) upon acceptance of this offer of public improvements the City shall own and be responsible for maintenance of the offered public facilities and improvements, and (ii) the City and its successors or assigns shall incur no liability or obligation whatsoever hereunder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

~~The provisions hereof shall inure to the benefit of and be binding upon the heirs,~~
successors, assigns and personal representatives of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 17 day of August, 2017.

~~FOCIL-MB, LLC,~~
a Delaware limited liability company

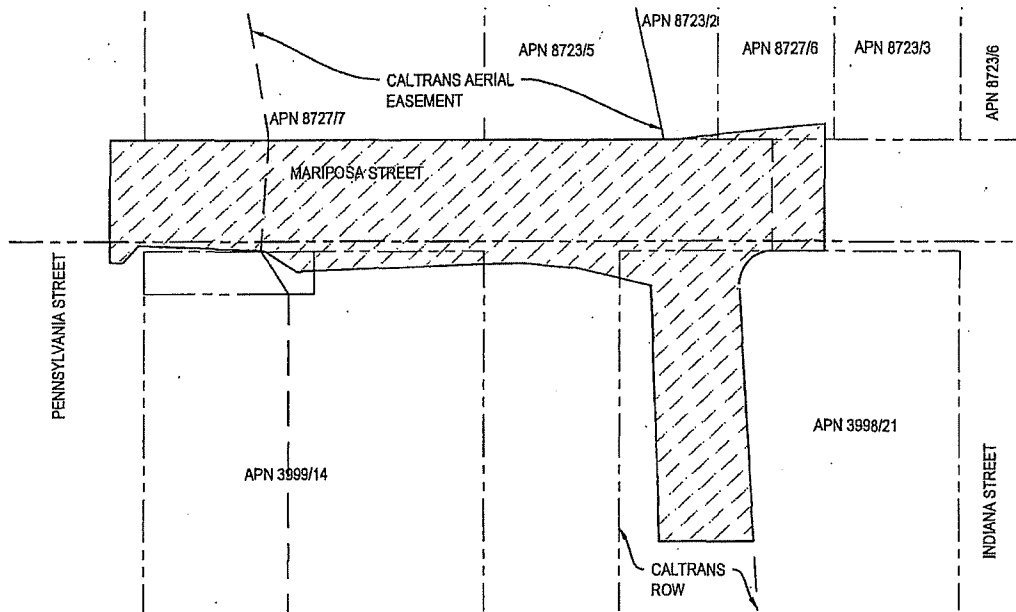
By: Farallon Capital Management, L.L.C.,
a Delaware limited liability company,
Its Manager

By: 


Name: Richard B. Fried
Managing Member

Title: _____

EXHIBIT A
[Plat Map]



LEGEND

-  PROJECT AREA
- I-200 / MARIPOSA LICENSE AREA
- PARCEL LINE
- CALTRANS RIGHT-OF-WAY
- MONUMENT LINE



MISSION BAY DEVELOPMENT GROUP
ROUTE 200 / MARIPOSA

OFFER OF IMPROVEMENTS

Job Number | 0334007003

Revision |

Date | MAY 2017

Exhibit A

655 Montgomery Street, Suite 1010 San Francisco CA 94111 USA T 1 415 283 4970 F 1 415 283 4980 E sanfrancisco@ghd.com W www.ghd.com

Plot Date: 11 May 2017 - 10:18 PM C:\p\15\San Francisco\Plot\4441102806-C2079.pml\281 Lines Area.dwg

CONDITIONAL ASSIGNMENT OF WARRANTIES AND GUARANTIES

FOR VALUE RECEIVED, FOCIL-MB, LLC, a Delaware limited liability company ("FOCIL"), does hereby conditionally assign to the City and County of San Francisco (acting by and through the San Francisco Department of Public Works) ("CCSF"), to the extent permissible, all of its right, title and interest in and to any and all warranties and guaranties (individually a "Warranty", and collectively, "Warranties") applicable to the Acquisition Facilities set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Acquisition Facilities").

This Conditional Assignment of Warranties and Guaranties (this "Assignment") is being made in connection with Section 4.3(c) of that certain Acquisition Agreement dated as of June 1, 2001, by and between Catellus Development Corporation and the Redevelopment Agency of the City and County of San Francisco, as supplemented by that certain Supplement No. 1 to Acquisition Agreement dated as of October 1, 2002, as assigned to FOCIL pursuant to that certain Assignment, Assumption and Release Agreement (Mission Bay South) dated November 22, 2004, applicable to the Redevelopment Agency of the City and County of San Francisco Community Facilities District No. 6 (Mission Bay South Public Improvements) (as may be further supplemented or amended from time to time, the "Acquisition Agreement").

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

This Assignment shall be binding upon and inure to the benefit of the successors and assigns of FOCIL and the CCSF.

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

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

Director of Public Works
City & County of San Francisco
~~c/o Barbara Moy, Manager~~
Mission Bay Project
30 Van Ness Avenue, Suite 4200
San Francisco, CA 94102
Telephone No: (415) 581-2568

City Attorney's Office
City & County of San Francisco
1 Dr. Carlton B. Goodlett Jr. Place, Room 234
San Francisco, CA 94102-4682
Attention: John D. Malamut, Esq.
Telephone No: (415) 554-4622

in the case of a notice or communication to FOCIL,

FOCIL-MB, LLC
c/o Farallon Capital Management
One Maritime Plaza, Suite 2100
San Francisco, CA 94111
Attn: Richard B. Fried and Joshua Dapice
Facsimile No.: (415) 956-8852

with a copy to:

Mission Bay Development Group, LLC
410 China Basin Street
San Francisco, CA 94158
Attn: Legal Department
Email: legal@mbaydevelopment.com
Telephone No.: (415) 355-6600

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 Assignment shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. For the convenience of the parties, copies of notices may also be given by telefacsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a telefacsimile copy of the notice.

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

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

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

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

Nothing in this Assignment shall be construed in any way to alter, amend or otherwise relieve FOCIL of its warranty or guaranty responsibilities, with respect to any improvements, under the Mission Bay Plan and Plan Documents or subsequent Permits.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of ~~August~~ FEBRUARY 2, 2018, 2017.

FOCIL:

FOCIL-MB, LLC,
a Delaware limited liability company

By: Farallon Capital Management, L.L.C.,
a Delaware limited liability company

Its: Manager

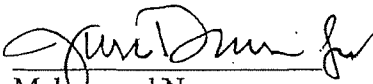
By: 

Name: Richard B. Fried
Managing Member

Its: _____

CCSF:

THE CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: 
Mohammed Nuru
Director of Public Works

List of Acquisition Facilities

The facilities include the Route 280 / Mariposa Street Intersection Improvements and ancillary facilities constructed or installed by or on behalf of FOCIL pursuant to Street Improvement Permit #14IE-0850, dated September 2, 2014 for said improvements, and the improvement plans and specifications described therein (the "Improvements"), but ~~excepting therefrom those portions of the Improvements which are identified on the as-built drawings as PG&E service conduits and vaults, AT&T service conduits and Comcast service conduits, which are facilities to be transferred to "private" joint trench participants.~~ The list of facilities delivered to and on file with the City is as follows:

- 7800 Site Prep, Demo and Grading: Includes but not limited to clear & grub and grading.
- 7801 Storm Drain: Includes but not limited to trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, structures, manholes, joints, inlets, cleanouts, and service stubs.
- 7802 Sanitary sewer: Includes but not limited to trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, structures, manholes, joints, vents, cleanouts, and service stubs.
- 7803 Auxiliary water supply system (AWSS) high pressure water: Includes but not limited to trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, valves, corrosion protection, service stubs and hydrant installation.
- 7804 Low pressure and domestic water: Includes but not limited to trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, valves, corrosion protection, service stubs and hydrants.
- 7805 Joint Trench: Includes but not limited to trenching, soil spoil off-haul and disposal, backfill, compaction, conduits, vaults, equipment, cables, various underground costs, and miscellaneous structures, excluding relocations of existing utilities.
- 7806 Curbs and Gutters: Includes but not limited to soil spoil off-haul and disposal, concrete curb and gutter, concrete vertical curb, curb ramps, and driveway depressions.
- 7807 Street Sections: Includes but not limited to grading, soil spoil off-haul and disposal, base-rock, concrete base, conform-grinding, and asphalt pavement, permanent and primary and final lifts.
- 7808 Sidewalks: Includes but not limited to final grading, soil spoil off-haul and disposal, curb ramps, handicap ramps, concrete sidewalk, and specialty treatments.
- 7809 Street light relocation: Relocate ramp streetlights and signage.
- 7810 Signage and striping: Includes but not limited to all posts, foundations, sign attachments, delineators, barriers, and traffic control measures (Striping to be provided by CCSF-DPT)
- 7811 Traffic signals: Includes but not limited to controller, foundations, soil spoil off-haul and disposal, conduit (exclusive of joint trench), conductors; and installation of Owner furnished anchor bolts, bases, poles, arms, and luminaires.
- 7812 Owner Supplied Materials.

ACQUISITION AGREEMENT

dated as of June 1, 2001

by and between the

REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO

and

CATELLUS DEVELOPMENT CORPORATION

**applicable to:
Redevelopment Agency of the City and County of San Francisco
Community Facilities District No. 6
(Mission Bay South Public Improvements)**

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LIST OF EXHIBITS:

EXHIBIT A	FORM OF PAYMENT REQUEST
EXHIBIT B	DESCRIPTION OF ACQUISITION FACILITIES AND APPLICABLE BUDGETED COSTS
EXHIBIT B-1	COMPONENTS OF ACQUISITION FACILITIES
EXHIBIT C	SCHEDULE OF REIMBURSEMENTS
EXHIBIT D	FORM OF NOTICE OF FAILURE TO NOTIFY

THIS ACQUISITION AGREEMENT, dated as of June 1, 2001 is by and between the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic of the State of California (the "Agency"), and Catellus Development Corporation, a Delaware corporation (the "Developer"). Capitalized terms used in the following recitals have the meanings given such terms in Section 1.1 hereof.

RECITALS:

A. Financing Plan. The Agency and the Developer have agreed to the Financing Plan for the financing of, among other things, the acquisition, construction and installation of Infrastructure, as more particularly described in the Infrastructure Plan.

B. Development. The Developer, together with others, is developing land within the South Plan Area, which is expected to be included in the boundaries of one or more CFDs.

C. Infrastructure. The Infrastructure is to be constructed with respect to the South Plan Area, and the Agency and the Developer will benefit from a coordinated plan of design, engineering and construction of the Infrastructure and the development of the land in the South Plan Area.

D. Financings. The Developer and the Agency wish to finance the acquisition of the Infrastructure as set forth in the Financing Plan, and to provide for the payment therefor by entering into this Acquisition Agreement for the acquisition of the Infrastructure and payment for Components thereof as set forth herein with Acquisition Funds.

E. Bonds. Pursuant to the Financing Plan, the Agency has formed the Redevelopment Agency of the City and County of San Francisco Community Facilities District No. 6 (Mission Bay South Public Improvements) under the Act and is proceeding with the issuance of one or more Public Financings, the proceeds of which shall be used, in part, to finance the acquisition of all or a portion of the Infrastructure. Except as provided in this Acquisition Agreement or the Financing Plan, the execution by the Agency of this Acquisition Agreement in no way obligates the Agency to issue any Public Financing, or to acquire any Infrastructure with proceeds of any Public Financing or other Acquisition Funds.

AGREEMENTS

In consideration of the mutual promises and covenants set forth herein, and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Agency and the Developer agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth below:

1. DEFINITIONS

1.1 Definitions. The following terms shall have the meanings ascribed to them in this Section 1.1 for purposes of this Acquisition Agreement. Unless otherwise indicated, any other capitalized terms when used herein shall have the meanings ascribed to them in the South OPA (including the Financing Plan), the Redevelopment Plan or the Interagency Cooperation Agreement, as applicable.

"Acceptable Title" means title to real property or interest therein free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether or not recorded, except for any permitted exceptions as described in any of the Land Transfer Agreements and in the Housing Program.

the construction and/or acquisition of an Acquisition Facility or Component, such as costs of security, safety signage, payment, performance and/or maintenance bonds, and insurance costs (including costs of any title insurance required under the South OPA or the Land Transfer Agreements), (vii) costs of land or right-of-way acquisitions from unrelated third parties and condemnation of the Required Infrastructure Lands pursuant to the South OPA or Interagency Cooperation Agreement, and (viii) Financing Costs. Actual Costs shall include the Infrastructure costs, pursuant to the preceding sentence, which includes improvements constructed upon privately owned land, but which are constructed within recorded permanent easements in form and substance reasonably acceptable to the Director, for the benefit of the City or the Agency and (x) pedestrians as to surface improvements, or (y) utilities as to sub-surface improvements. Actual Costs shall not include (a) the costs of any Interim Facilities, (b) the portion of the costs of any Acquisition Facility or Component that is eligible for reimbursement by Muni, or (c) costs prohibited pursuant to Section 4.6A.(v).

"Affiliate" means a Person in which the Developer directly or indirectly owns and controls (i) twenty-five percent (25%) or more (or if such Person is not publicly traded fifty percent (50%) or more) of each class of equity interests (including rights to acquire such interests), or (ii) twenty-five percent (25%) or more (or if such Person is not publicly traded fifty percent (50%) or more) of each class of interests that have a right to nominate, vote for or otherwise select the members of the board or other governing body that directs or causes the direction of substantially all of the management and policies of that Person.

"Agency Account" means the Project Supervision Account within the Improvement Fund that may be used by the Agency to pay or reimburse Agency Costs, particularly those of a character described in the second sentence of the definition of Agency Costs in Section 1.1. hereof.

"Agency Costs" means the reasonable costs and expenses actually incurred and paid by the Agency not inconsistent with the purposes of this Acquisition Agreement and the South OPA, including reasonable costs and fees of third-party professionals necessary for the Agency to perform its duties hereunder and under the South OPA, costs incurred and paid by the Agency to City Agencies (excluding costs included in any City permit application or processing fees paid directly by the Developer to the City) excluding therefrom (i) general and administrative costs of overhead of the Agency except for costs directly attributable to staff time allocable to implementation of the development contemplated under the South OPA, (ii) any costs incurred prior to the effective date of the South OPA, (iii) fees or costs incurred in connection with an amendment of the Redevelopment Plan or Plan Documents not consented to by the Developer in accordance with the South OPA, and (iv) litigation costs otherwise potentially recoverable pursuant to Section 19.6 of the South OPA. It is expressly acknowledged that "Agency Costs" include reasonable costs and expenses related to the activities of the City (including, without limitation, its Department of Public Works and the Director and the City Attorney's Office) and the Agency described in this Acquisition Agreement, including the reasonable fees and expenses of any consultants or other parties engaged by any of them in connection with their activities hereunder.

"Budgeted Cost" means the estimated cost of an Acquisition Facility or Component as shown on Exhibit B hereto, as amended from time to time pursuant to Section 4.6A.

"City" means the City and County of San Francisco.

"City Agency/Agencies" includes all City departments, agencies, boards, commission and bureaus with subdivision or other permit, entitlement, or approval authority or jurisdiction over development within the South Plan Area, or any portion thereof, including, without limitation, the Port Commission, the City Administrator, the Public Works Department, the

"Acceptance Date" means the date the City (or such other public entity which is to own an Acquisition Facility) takes final action to accept dedication of or transfer of title to an Acquisition Facility and such Acquisition Facility has been so accepted.

"Acquisition Agreement" means this Acquisition Agreement, together with any Supplement hereto.

"Acquisition Facilities" means the Infrastructure shown in Exhibit B hereto, as such Exhibit is amended or supplemented from time to time in accordance with the provisions of this Acquisition Agreement.

"Acquisition Funds" means: (i) proceeds of Public Financings available for the purchase of Infrastructure, (ii) proceeds of Special Taxes collected by the Agency for a CFD levied to pay the costs of Infrastructure and not otherwise needed to pay debt service on a Public Financing or CFD administrative expenses, (iii) Net Available Increment to be used under the provision of the Financing Plan to pay the Acquisition Price of Infrastructure and not otherwise needed to pay debt service on any Public Financing, (iv) amounts received by the Agency for the construction of Infrastructure from any other owner of property within the South Plan Area, (v) interest earnings on all of the foregoing available for purposes of this Agreement and (vi) amounts received by the Agency for the construction of Infrastructure from The Regents of the University of California, if any, but only if the Agency and The Regents enter into a mutually acceptable agreement consistent with that certain Agreement for Contribution of Real Property, dated as of September 27, 1997, between Catellus Development Corporation and The Regents, as the same may be amended.

"Acquisition Price" means the amount paid by the Agency for an Acquisition Facility and/or any Components thereof determined in accordance with Article 4 hereof, being an amount equal to the Actual Cost of such Acquisition Facility or Component, but subject to the limitations and reductions provided for in Article 4.

"Act" means the Mello-Roos Community Facilities Act of 1982, Sections 53311 et seq. of the California Government Code, as amended.

"Actual Cost" means the substantiated, reasonable cost of an Acquisition Facility or a Component, which costs shall consist of the following, without duplication: (i) the "hard" costs incurred by the Developer for the construction of such Acquisition Facility or Component and associated demolition, environmental investigation, remediation and response activities pursuant to the South OPA, including the South Environmental Investigation and Response Program attached as Attachment K thereto, (ii) out-of-pocket costs (including for professional costs) incurred by the Developer prior to the commencement of construction of such Acquisition Facility or Component in preparing the Plans for such Acquisition Facility or Component and the related costs of environmental evaluations of the Acquisition Facility or Component, and design, engineering, architectural, legal, accounting, consulting and similar professional services, (iii) fees paid to governmental agencies for obtaining permits, licenses or other governmental approvals for such Acquisition Facility or Component, including inspection fees payable pursuant to Section 4.1 of this Acquisition Agreement, (iv) a construction and project management fee to be retained by the Developer or by or paid to any Affiliate of not to exceed four percent (4%) of the costs described in clause (i) above incurred for the construction of such Acquisition Facility or Component, (v) professional costs incurred by the Developer, the City or the Agency associated with the construction of such Acquisition Facility or Component, such as design, engineering, architectural, legal, accounting, inspection, construction staking, materials testing, consulting and similar professional services excluding cost of any such services provided directly by the Developer or any Affiliate; (vi) out-of-pocket costs directly related to

Public Utilities Commission, the Planning Commission, the Public Transportation Commission, the Parking and Traffic Commission, the Building Inspection Commission, the Public Health Commission, the Fire Commission, the Police Commission, together with any successor City Agency, department or officer designated by or pursuant to law.

"City Regulations" means (i) those City land use codes, including those of its Port Commission (including, without limitation, the Planning and Subdivision Codes, the City General Plan and Waterfront Land Use Plan), (ii) those ordinances, rules, regulations and official policies adopted thereunder (including the Mission Bay Subdivision Ordinance and Regulations), and (iii) all those ordinances, rules, regulations, official policies and plans governing zoning, subdivisions and subdivision design, land use, rate of development, density, building size, public improvements and dedications, construction standards, new construction and use, design standards, permit restrictions, development fees or exactions, terms and conditions of occupancy, or environmental guidelines or review, including those relating to hazardous substances, pertaining to the South Plan Area, as adopted and amended by the City from time to time.

"Component" means a component of an Acquisition Facility that the Director of Public Works has agreed can be separately identified, inspected and completed, and be the subject of a Payment Request hereunder. The Components of the Acquisition Facilities are shown on Exhibit B-1 hereto. Upon written request of the Developer delivered to the Agency to the effect that other Infrastructure should be included in Exhibit B for funding hereunder, the Components of such other Infrastructure to be financed following the financing of the Acquisition Facilities shall be determined by the Director of Public Works following consultation with the Developer, and shall be identified in a Supplement executed by the parties hereto, as further provided in Section 2.1(c) hereof.

"Construction Documents" means the Final Construction Documents and the applicable Design Documents.

"Design Documents" means Concept Plans, Basic Concept Design Documents, Schematic Design Documents, and Design Development Documents, all of which have the meanings set forth in the Design Review and Document Approval Procedure, and specifically excludes any contracts between the Developer and any contractor, subcontractor, architect, engineer, consultant or Mortgagee.

"Design Review and Document Approval Procedure" means the Design Review and Document Approval Procedure attached as Attachment G to the South OPA.

"Developer" has the meaning given in the first paragraph of this Acquisition Agreement.

"Developer's Cost of Funds" shall mean the cost of funds of Catellus Development Corporation as posted to the Developer's website at <http://www.catellus.com>. Notwithstanding the foregoing, (i) upon written request, the Developer agrees to provide to the Agency the written methodology used to determine any such cost of funds, (ii) the Developer shall update such cost of funds at least quarterly, and (iii) if the Developer ceases to post such cost of funds, and revisions thereto, on said website for any quarter, it shall provide to the Agency in writing, its then cost of funds, including the methodology to determine the same.

"Director of Public Works" or "Director" means the Director of Public Works of the City, or his or her written designee (or any successor official designated by applicable law) acting as such under this Acquisition Agreement or with respect to any specific action of the Director under this Agreement.

~~District means the Redevelopment Agency of the City and County of San Francisco~~
Community Facilities District No. 6 (Mission Bay South Public Improvements).

"Final Construction Documents" has the meaning set forth in the Design Review and Document Approval Procedure.

"Financing Costs" means, subject to the limitations described below:

(i) interest expense and lender fees with respect to any construction loan obtained by the Developer from an unrelated third party with respect to the Infrastructure, not including any penalty or default charges or interest due by reason of the occurrence of a default with respect to any such loan; and

(ii) imputed interest expense with respect to any Infrastructure not financed from a loan of the character described in the preceding clause (i), with interest calculated at a rate equal to the Developer's Cost of Funds, with said imputed interest to be deemed to commence accruing as to (A) Actual Costs of the character described in clauses (i), (iii), (v), (vi) and (vii) of the definition of Actual Cost in Section 1.1 related to any Acquisition Facility or Component, as of the later of July 30, 2001 or the thirtieth (30th) day of the month following the month in which construction of the Acquisition Facility or Component commence, provided that the Developer is out-of-pocket for such Actual Cost by such interest accrual commencement date, and (B) Actual Cost of the character described in clause (ii) of the definition of Actual Cost in Section 1.1 related to any Acquisition Facility or Component, as of the later of July 30, 2001 or the thirtieth (30th) day of the month following the month in which physical construction of the Acquisition Facility or Component that is the subject of the Plans, environmental evaluations or professional costs commences.

Notwithstanding the foregoing, any such financing costs shall not be included within the definition of Actual Cost (a) to the extent such financing costs relate to the period prior to the thirtieth (30th) day of the month following the month in which physical construction of the Acquisition Facility or Component that is the subject of the Actual Cost request commences (provided that this clause shall not apply to lender fees and costs described in the preceding clause (i) that are paid by the Developer to an unrelated third party, which fees and costs shall be Actual Costs), (b) to the extent that such financing costs are in excess of commercially prevailing rates, (c) to the extent they relate to Actual Costs of the character described in clause (iv) of the definition of Actual Costs in Section 1.1, (d) to the extent such financing costs accrue during any period that the Developer or any Affiliate is in Material Breach under the North OPA or any other Plan Document or is in default in the payment of Special Taxes, (e) to the extent such financing costs apply to any period that is more than ninety (90) days following completion of the related item of Infrastructure as approved pursuant to the inspection described in Section 4.1 of this Agreement, or (f) to the extent they pertain to "Global Costs" identified as such in Exhibit C hereto.

"Financing Plan" means the Financing Plan attached as Attachment E to the South OPA.

"Fiscal Agent" means the entity acting as fiscal agent under the Fiscal Agent Agreement, or any successor thereto acting as fiscal agent under a Fiscal Agent Agreement, as used in Section 2.3 of this Agreement.

"Fiscal Agent Agreement" means an agreement by that name between the Agency and the Fiscal Agent, providing for, among other matters, the issuance of a Public Financing payable

from Special Taxes, and the establishment of an Improvement Fund, as it may be amended from time to time.

"Goals for CFDs" means the Agency's Local Goals and Policies for Community Facilities Districts, in the form provided to the Owner on the date of the South OPA (and to be adopted in substantially such form by the Commission), and as thereafter amended but, with respect to the CFD(s) formed under the Financing Plan, solely to the extent required under the Act or other controlling federal or state law or as otherwise agreed to by the Owner, in its discretion.

"Housing Program" means the Housing Program attached as Attachment C to the South OPA.

"Improvement Fund" means an Improvement Fund established by a Fiscal Agent Agreement, or other document providing for the issuance of a Public Financing, each of which is expected to include an acquisition account and an Agency Account.

"Infrastructure" means those items identified in the Infrastructure Plan, including (1) the open space (including, among other items, park improvements and restrooms), streets, rails and rail line bridges, sewer and storm drainage systems, water systems, street improvements (including freeway ramps or other demolition), traffic signal systems, acquisition of Required Infrastructure Lands, dry utilities, and other improvements any of which are to be constructed in or for the benefit of the South Plan Area or any other matters described in the Infrastructure Plan.

"Infrastructure Plan" means the Infrastructure Plan attached as Attachment D to the South OPA, as it may be amended from time to time.

"Interagency Cooperation Agreement" means the Mission Bay South Interagency Cooperation Agreement, dated as of November 16, 1998, between the City and the Agency.

"Interim Facilities" means improvements installed in connection with the construction of Acquisition Facilities or Components, which improvements (i) are not intended to be permanent, and (ii) are not part of the Infrastructure included in the Infrastructure Plan; however, temporary improvements installed which are necessary in the normal due course of construction of permanent improvements (i.e. "means and methods") are not to be considered "Interim Facilities."

"Land Transfer Agreements" mean those certain agreements between Catellus Development Corporation, the City, the City acting by and through its Port Commission and the State Lands Commission, as applicable, generally referred to as the Amended and Restated City Land Transfer Agreement, Amended and Restated Port Land Transfer Agreement and Amended and Restated Agreement Concerning the Public Trust.

"Material Breach" means a default or breach by the Developer or any Affiliate that materially affects the ability of the Agency or any other party to a Plan Document (other than the Developer or any Affiliate) to timely proceed without substantially increased costs.

"Mission Bay Subdivision Ordinance" means the Subdivision Code of the City and County of San Francisco for the Mission Bay Project Area, also referred to as the Mission Bay Subdivision Code in the Design Review and Document Approval Procedure.

"Mission Bay Subdivision Ordinance and Regulations" means the Mission Bay Subdivision Ordinance, together with the Mission Bay Subdivision Regulations adopted by order of the City Department of Public Works.

"Muni" means the San Francisco Municipal Railway of the City and County of San Francisco.

"Net Available Increment" means the tax increment revenues arising under the Redevelopment Plan and received by the Agency, exclusive of: (i) Housing Increment (calculated solely at 20% of the total tax revenues received by the Agency pursuant to the Redevelopment Plan), (ii) tax increment revenues required by Redevelopment Law to be paid to other taxing agencies (initially, 20% of the total tax increment revenues received by the Agency, and otherwise pursuant to the Redevelopment Law and the Redevelopment Plan), and (iii) tax increment revenues needed to pay Agency Costs (as defined in the Financing Plan) not otherwise paid from other sources.

"Owner" means Catellus Development Corporation, a Delaware corporation, and its Transferees as permitted under the South OPA, except as otherwise provided in Section 3.9, Section 5.3, Article 6, Article 10 and Section 12.2 of the South OPA and the Program in Diversity/Economic Development Program.

"Payment Request" means a document, substantially in the form of Exhibit A hereto, to be used by the Developer in requesting payment of an Acquisition Price.

"Permit to Enter" means the Permit to Enter attached as Attachment F to the South OPA.

"Person" means any natural person, corporation, firm, partnership, association, joint venture, governmental or political subdivision or agency or any similar entity.

"Plan Documents" means the Redevelopment Plan and its implementing documents including, without limitation, any owner participation agreements, the Mission Bay South Design for Development and the Mission Bay Subdivision Ordinance and regulations adopted thereunder.

"Plans" means the Construction Documents, specifications, schedules and related construction contracts for the Acquisition Facilities or any Components thereof approved pursuant to the Design Review and Document Approval Procedure, applicable City Regulations (consistent with the Redevelopment Plan and Interagency Cooperation Agreement), or any other applicable standards of the entity (if other than the City or the Agency) that will own, operate or maintain the Acquisition Facilities when completed and acquired.

"Required Infrastructure Lands" has the meaning set forth in Section 5.4 of the South OPA.

"Program in Diversity/Economic Development Program" means the Mission Bay South Program in Diversity/Economic Development Program attached as Attachment H to the South OPA.

"Public Financing" means a debt obligation of the Agency the net proceeds of which are used to finance or refinance Infrastructure.

"Redevelopment Plan" means the Mission Bay South Redevelopment Plan for the Mission Bay South Redevelopment Project, approved pursuant to Ordinance No. 335-98, adopted by the Board of Supervisors of the City on November 2, 1998.

"South OPA" means the Mission Bay South Owner Participation Agreement, entered into as of November 16, 1998, between the Agency and Catellus Development Corporation.

"South Plan Area" means the land described in Attachment A to the South OPA.

"Special Taxes" means special taxes authorized to be levied in the District under the Act and the proceedings to establish the District.

"State" means the State of California.

"Supplement" means a written document amending, supplementing or otherwise modifying this Acquisition Agreement and any exhibit hereto, including (i) any amendments to the list of Components in Exhibit B-1 and the list of reimbursements in Exhibit C, and/or (ii) the addition to Exhibit B of additional Acquisition Facilities (and Components) to be acquired hereunder.

"Transfer" means to sell, assign, convey, lease, sublease, mortgage, hypothecate or otherwise alienate, excluding therefrom any grant of occupancy rights for permanent improvements such as space leases or granted in connection with existing improvements within the South Plan Area.

"Transfer Entity" means any Person to whom a Transfer of all or substantially all of the undeveloped property in the South Plan Area has been effected by a Transfer permitted under the South OPA.

"Unavoidable Delay" means a delay in the performance of any term or condition of this Agreement that is caused by strikes or other labor disputes, acts of God, shortage of or inability to obtain labor or materials, damage to works in progress by any casualty, except to the extent caused by the negligence of the Person claiming the benefit of the Unavoidable Delay, lawsuits brought by plaintiffs unaffiliated with the Person claiming the benefit of Unavoidable Delay, restrictions imposed or mandated by governmental or quasi-governmental entities (other than the party claiming the unavoidable delay or delays by City Agencies) in issuing requisite approvals or consents, enemy action, civil commotion, fire, flood, earthquake or any other unforeseeable event beyond the reasonable control of a Person.

2. FUNDING

2.1 Agency Proceedings: Acquisition Facilities: Supplements to Exhibit B and B-1.

(a) The Agency shall conduct all necessary proceedings under the Act for the issuance, sale and delivery of Public Financings; provided, however, that nothing herein shall be construed as requiring the Agency to issue a Public Financing except to the extent provided for in the Financing Plan.

(b) The Agency shall be obligated to purchase from the Developer under this Acquisition Agreement only the Acquisition Facilities listed in Exhibit B hereto, as such Exhibit may be amended and/or supplemented by any Supplement in accordance with Section 2.1(c) below.

~~(c) Upon the written request of the Developer, accompanied by a list of Acquisition Facilities and proposed Components thereof to be acquired hereunder, together with the proposed Budgeted Costs thereof, the Director of Public Works shall meet with representatives of the Developer to establish mutually acceptable supplements to Exhibit B and Exhibit B-1 to this Acquisition Agreement consistent with the Financing Plan and Interagency Cooperation Agreement. The Director of Public Works shall be deemed to have accepted any proposed supplement of the Developer unless, within sixty (60) days of the submittal thereof, the Director of Public Works shall send the Developer a written objection to all or any portion thereof. Such objection must be based upon the following grounds (the determination of which shall be made in good faith): (i) the unacceptability of any Component because it is not a complete, functional portion of an Acquisition Facility or a proposed Acquisition Facility is not included in the Infrastructure, (ii) the Budgeted Cost of an Acquisition Facility or Component appears to be unreasonable in the circumstances or otherwise in excess of the reasonably expected Actual Cost thereof or (iii) it is not permissible under the Act or the South OPA (including the Financing Plan). The Developer may resubmit any proposed supplement to Exhibit B [or B-1] (or portion thereof) to which a written objection is made by the Director of Public Works, and the Director of Public Works shall have thirty (30) days to review any such resubmittal. The Developer shall provide any supporting materials reasonably requested by the Director of Public Works in writing relative to an analysis of the proposed supplement, and the applicable time periods mentioned in the preceding sentences shall be tolled until such materials have been provided to the Director. Any proposed supplement to Exhibit B and B-1 (or any resubmittal thereof) not subject to a written objection by the Director of Public Works within the applicable period shall be deemed to be a part of Exhibit B and B-1, as applicable, hereof for all purposes of this Acquisition Agreement.~~

2.2 Source of Funds for Acquisition Prices.

(a) The Agency shall not be obligated to pay the Acquisition Price of any Acquisition Facility or any Components thereof under this Agreement except from Acquisition Funds. The Agency shall establish one or more accounts into which it shall deposit, upon receipt, Acquisition Funds pending their use for purposes of this Acquisition Agreement or as otherwise provided in the Financing Plan.

(b) The Developer acknowledges that a portion of the proceeds of some Public Financings may be deposited in an escrow fund established as necessary to comply with the Act, the Goals for CFDs or for credit concerns, and would become Acquisition Funds only upon satisfaction of the requirements and otherwise in the amounts specified in the applicable document authorizing the issuance of the Public Financing. The Agency agrees that, upon written request of the Developer, it will take all reasonable actions necessary to make the determinations and present the documents necessary under any such authorizing document to cause the release of funds from an escrow fund.

(c) While the Agency now expects to issue Public Financings, the Agency shall be under no obligation to issue any Public Financing except to the extent provided in the Financing Plan and makes no warranty, express or implied, that the proceeds thereof, together with other Acquisition Funds, will be sufficient to pay for all of the Infrastructure, including the Acquisition Facilities.

(d) It is acknowledged that the Fiscal Agent Agreement provides for the establishment of a Bond Proceeds Account and a Tax Increment Account from which Acquisition Funds are to be disbursed to pay the Acquisition Prices of Acquisition Facilities and Components, and that the Fiscal Agent Agreement provides for the use of amounts in the Bond Proceeds Account for such purpose prior to the use of amounts in the Tax Increment Account unless the Agency otherwise directs the Fiscal Agent. Upon the written request of the Developer, the Agency

agrees to direct the Fiscal Agent to apply amounts designated in such request on deposit in the Tax Increment Account prior to the use of amounts in the Bond Proceeds Account so long as such action will not adversely affect the exclusion from gross income of the interest on the bonds issued pursuant to the Fiscal Agent Agreement and is not otherwise inconsistent with the provisions of the Financing Plan.

(e) It is further acknowledged that the Fiscal Agent Agreement allows for a mandatory redemption of the bonds issued thereunder, in part, from amounts in the Bond Proceeds Account established thereunder, if the Finance Director (as defined in the Fiscal Agent Agreement) makes a determination or receives a certificate to the effect that the Project (as defined in the Fiscal Agent Agreement) has been abandoned. The Agency agrees to provide written notice to the Developer if at any time the Agency believes that work on the Project has ceased for a continuous period of nine (9) months and the Agency anticipates that it may, in the future, take actions under the Fiscal Agent Agreement to cause a redemption of the bonds as described in the prior sentence. The Agency acknowledges that Unavoidable Delays may occur which result in a cessation of work on the Project (as defined in the Fiscal Agent Agreement) for periods in excess of twelve (12) consecutive months, and that such circumstances may not constitute abandonment of the Project giving rise to grounds for a mandatory redemption of bonds issued under the Fiscal Agent Agreement.

(f) The Agency will use its best efforts to provide the Developer with the accounting records provided by the Fiscal Agent under Section 7.03 of the Fiscal Agent Agreement.

2.3 Public Financing Proceeds.

(a) The proceeds of any Public Financing shall be deposited, held, invested, reinvested and disbursed as provided in the instrument providing for the issuance thereof, all in a manner not inconsistent with the Financing Plan and this Agreement. A portion of the proceeds of each Public Financing may be used to fund reserves for debt service, to pay interest on a Public Financing (commonly referred to as "capitalized interest"), and to pay costs of issuance and therefore would not constitute Acquisition Funds.

(b) The Developer agrees that the Agency alone shall direct the investment of the funds on deposit in the funds and accounts established by or pursuant to any Public Financing authorizing document, and that the Developer has no right whatsoever to direct any such investment. The Agency shall invest such funds in a manner consistent with the Agency's investment policies for similar financings and otherwise in accordance with all applicable laws and the Fiscal Agent Agreement. The Agency shall have no responsibility whatsoever to the Developer with respect to any investment of Acquisition Funds prior to their use for purposes of this Acquisition Agreement, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment. Any such loss may diminish the amounts available as Acquisition Funds.

(c) The Developer acknowledges that its obligation as an owner of real property in a CFD to pay Special Taxes levied in the CFD is not in any way dependent on: (i) the availability of Acquisition Funds to pay for all or any portion of the Acquisition Facilities or Components thereof hereunder, or (ii) the alleged or actual misconduct of the Agency in the performance of its obligations under this Acquisition Agreement, any Fiscal Agent Agreement, the South OPA, or any agreement to which the Developer or the Agency is a signatory.

(d) The Developer and the Agency hereby acknowledge that any lack of availability of Acquisition Funds to pay the Acquisition Price of Infrastructure or any Components thereof, in and of itself, shall in no way modify any rights or obligations of the Developer under the South OPA.

(e) The Agency may establish a separate Agency Account and deposit a portion of the proceeds of any Public Financing therein, to the extent it reasonably identifies Agency Costs incurred or to be incurred by the Agency or the City in discharging their obligations hereunder. The Agency may draw on such funds as necessary to pay such Agency Costs.

2.4 Reimbursements.

(a) The Agency acknowledges that, in addition to its acquisition of Facilities and payment for Components thereof hereunder, it will use a portion of the proceeds of the Public Financings to reimburse the Developer, to the extent permitted under the Act, for certain costs for which the Developer has advanced its own funds, including (i) CFD formation costs eligible to be financed by a CFD, (ii) certain freeway demolition costs, (iii) contributions by the Developer for Infrastructure constructed by others, such as contributions referred to in Section 2.B.v. of the Financing Plan related to sewer odor conditions and contributions for railway improvements, and (iv) other costs incurred by the Developer in anticipation of reimbursement from the proceeds of a Public Financing, such as advances pursuant to Section 2.E.i. of the Financing Plan in respect of consultant costs. The Agency shall use a portion of the proceeds of Public Financings issued by the Agency to reimburse the Developer for such advances pursuant to the Financing Plan, as described in Exhibit C.

Notwithstanding the foregoing, the Agency agrees that the Developer may include in any Payment Request submitted under the terms of this Acquisition Agreement a line item for reimbursement of amounts theretofore paid by or on behalf of the Developer to the Peninsula Corridor Joint Powers Board (the "JPB") under and pursuant to the Railroad Construction and Maintenance Agreement for Common Street Grade Crossing Project, between the JPB and the Developer, and to the extent that the Developer provides with any such Payment Request evidence satisfactory to the Director of Public Works that the amount requested to be reimbursed was paid to the JPB in respect of the cost of Infrastructure (such as copies of invoices from the JPB and copies of corresponding checks in payment thereof or other evidence of payment by or on behalf of the Developer), the Agency will promptly reimburse the amounts so expended from Acquisition Funds, subject to the priority for the use of funds under Section 2.5 hereof.

(b) The Agency and the Developer agree to amend Exhibit C hereto from time to time to add additional items, to be reimbursed from the proceeds of future Public Financings, that are eligible for such reimbursement as described in Section 2.4(a) but were not included on Exhibit C at the time of execution of this Agreement.

2.5 Priority for Police/Fire Facility Funding. The Developer and the Agency acknowledge and agree that under the provisions of Section 4.4(b) of the South OPA, upon satisfaction of the conditions set forth in clauses (i) and (ii) of the first sentence of said Section 4.4(b) (the "Conditions"), the City may obtain CFD funds in the amounts specified in said sentence. In order to implement the provisions of Section 4.4 of the South OPA, the Developer and the Agency hereby agree that, notwithstanding any other provision of this Agreement, upon satisfaction of the Conditions, the Agency shall have the right to use all available CFD Funds permitted under the applicable bond documents to make payments directly to the City required under Section 4.4(b) of the South OPA, and following the date on which the Conditions have been satisfied and until the obligation to the City under said Section 4.4(b) has been fully satisfied and provided that the Agency shall have expeditiously proceeded to obtain such funds, no Acquisition Funds will be used to pay Acquisition Prices of Acquisition Facilities or Components not theretofore paid under this Acquisition Agreement.

2.6. Costs of the Director.

(a) It is acknowledged that the Fiscal Agent Agreement provides for the Agency Account, that it is expected that the proceeds of Public Financings may be deposited to such Agency Account, and that it is intended that costs and expenses of the Director, and any consultants engaged by the Director or the City, related to the activities of the Director under this Acquisition Agreement will be charged against amounts in the Agency Account.

(b) In the event that amounts in the Agency Account are insufficient to fully pay the costs and expenses described in the preceding clause (a), and there is not sufficient Net Available Increment (excluding for purposes of this clause (b) amounts described in clause (iii) of the definition of Net Available Increment in Section 1.1 hereof) the Developer agrees to promptly pay, following submission of an invoice therefor, any of such costs and expenses.

(c) The Agency agrees that, upon the written request of the Developer, it will consider billing the Developer directly for costs and expenses described in the preceding clause (a), as opposed to funding amounts in the Agency Account or using Net Available Increment (excluding for purposes of this clause (c) amounts describe in clause (iii) of the definition of Net Available Increment in Section 1.1 hereof) for such purpose. The Agency will accommodate any such request, until it is rescinded in writing by the Developer, if the Developer has theretofore timely made any payment required under the preceding clause (b), and the Agency has no other material reason not to proceed in the manner requested by the Developer.

3. CONSTRUCTION OF INFRASTRUCTURE

3.1 **Plans.** To the extent that it has not already done so, the Developer shall prepare and obtain applicable governmental approval of all Plans for the Acquisition Facilities in accordance with the South OPA and the City Regulations or, as applicable, regulations of any other public entity that will own and operate the Acquisition Facilities. Copies of all Plans shall be provided by the Developer to the Director of Public Works upon request therefor, and, in any event, as built drawings and a written assignment (provided that the same can be reasonably obtained) of the Plans for any Acquisition Facility shall be provided to the City prior to its acceptance of a related Facility.

3.2 Duty of Developer to Construct.

(a) All Acquisition Facilities shall be constructed by or at the direction of the Developer in accordance with the South OPA and the applicable Construction Documents. The Developer shall perform all of its obligations hereunder and shall conduct all operations with respect to the construction of Infrastructure in a good, workpersonlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their good faith efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of the Acquisition Facilities.

(b) To the extent required under the South OPA, the Developer shall be obligated (i) to construct and convey to the City (or other applicable governmental agency) all Acquisition Facilities and Components thereof, and (ii) to use its own funds to pay all costs thereof in excess of the Acquisition Prices thereof to be paid therefor hereunder, subject in all events to the terms of the Financing Plan.

~~(c) Except as otherwise provided in the South OPA, the Developer shall not be relieved~~
of its obligation to construct each Acquisition Facility and Component thereof and convey each such Acquisition Facility in accordance with the terms hereof, even if, (i) because of the limitations imposed by Section 4.6 hereof, the Acquisition Price for such Component or Acquisition Facility is less than the Actual Cost, or cost to the Developer, of such Component or Acquisition Facility, or (ii) there are insufficient Acquisition Funds then available to pay the Acquisition Prices thereof at the time the Developer submits a Payment Request therefor.

3.3 Relationship to Public Works Contracting Requirements.

(a) This Acquisition Agreement is for the acquisition by the City of the Acquisition Facilities and payment for Components thereof from time to time, from Acquisition Funds and is not intended to be a public works contract. The Agency and the Developer acknowledge and agree that the Infrastructure is of local, and not state-wide concern, and that the provisions of the California Public Contract Code shall not apply to the construction of the Infrastructure. The Agency and the Developer further acknowledge and agree that City public works contracting requirements are not applicable to the construction and acquisition of Infrastructure. The Agency and the Developer agree that the Developer shall award all contracts for the construction of the Acquisition Facilities and the Components thereof, and that this Acquisition Agreement is necessary to assure the timely and satisfactory completion of the Acquisition Facilities and that compliance with the Public Contract Code and such City requirements with respect to the Acquisition Facilities would work an incongruity and would not produce an advantage to the Agency or any CFD.

(b) Notwithstanding the foregoing, the Developer shall award all contracts for construction of the Acquisition Facilities, and materials related thereto by means of a bid process consistent with this Section 3.3(b) or otherwise acceptable to the Director of Public Works, in each case consistent with the requirements of the South OPA and applicable City Regulations (including but not limited to the Program in Diversity/Economic Development Program, and prevailing wage requirements contained therein). The Developer shall establish a list of written criteria acceptable to the Director of Public Works (including experience, ability to perform on schedule and financial ability) to determine qualified general contractors for any contract. Such general contractors shall comply with any applicable provisions of the South OPA (including but not limited to the Program in Diversity/Economic Development Program and prevailing wage requirements, provided that nothing in this Agreement shall modify the remedy provisions of the Program in Diversity/ Economic Development Program). Formal bids shall be requested from those entities on the list of qualified contractors.

The Developer shall prepare bid packages, including engineering reports and estimates, for each of the Acquisition Facilities, and shall submit such packages to the Director of Public Works, reasonably in advance of the anticipated bid, for review. Upon agreement by the Director of Public Works and the Developer on the content of such bid packages and a schedule of bid prices, plus an acceptable margin of variance, the Developer may proceed to take bids on the applicable Acquisition Facilities. The Agency shall meet with the qualified general contractors to discuss the applicable requirements of the Program in Diversity/ Economic Development Program. At the reasonable request of the Developer, the Director of Public Works shall also meet with the qualified general contractors to discuss the requirements of the particular contract to be bid.

Bids for each Component shall be submitted to the Developer prior to the time and date prescribed for bid opening. If a bid is within the constraints of the approved bid package, the Developer shall award the applicable contract to the lowest responsible bidder. If all bids are in excess of the bid parameters, the Developer shall obtain the consent of the Director of Public Works prior to awarding the contract. Upon written request of the Director, the Developer

shall provide an analysis of bids for construction and materials for the Acquisition Facilities, constructed or to be constructed by or under the supervision of the Developer indicating how the winning bid was determined and how it was consistent with the applicable bid package.

(c) The Developer shall develop or cause to be developed and shall maintain or cause to be maintained a cost-loaded project schedule, using the critical path method, providing for all major project elements included in the construction of the Acquisition Facilities to be acquired hereunder, so that the whole project is scheduled in an efficient manner. The Developer shall provide the Director of Public Works with complete copies of the schedule and each update to the schedule for the Director's review.

(d) From time to time at the request of the Director, representatives of the Developer shall meet and confer with the Director of Public Works and Agency staff, consultants and contractors regarding matters arising hereunder with respect to the Acquisition Facilities, Components and the progress in constructing and acquiring the same, and as to any other matter related to the Acquisition Facilities or this Acquisition Agreement. The Developer shall advise the Director of Public Works in advance of any coordination and scheduling meetings to be held with contractors relating to the Acquisition Facilities, in the ordinary course of performance of an individual contract. The Director of Public Works shall have the right to be present at such meetings, and to meet and confer with individual contractors if deemed advisable by the Director of Public Works to resolve disputes and/or ensure the proper completion of the Acquisition Facilities, and, at the request of the Developer, shall attend such meetings.

3.4 Independent Contractor.

(a) In performing this Acquisition Agreement, the Developer is an independent contractor and not the agent or employee of the Agency, the City or any CFD. Except as otherwise provided in this Acquisition Agreement, none of the Agency, the City or any CFD shall be responsible for making any payments to any contractor, subcontractor, agent, consultant, employee or supplier of the Developer.

(b) The Agency has determined that it would obtain no advantage by undertaking the construction by the Agency directly of the Infrastructure, and that the provisions of this Acquisition Agreement require that the Acquisition Facilities be constructed by the Developer as if they had been constructed under the direction and supervision of the Agency.

3.5 Performance and Payment Bonds. Subject to the provisions of the South OPA and the Interagency Cooperation Agreement, the Developer agrees, in accordance with applicable City Regulations, to post performance and payment bonds with respect to the construction of Acquisition Facilities to the extent that the projected Acquisition Funds are reasonably determined by the Agency to be insufficient (in time or amount) to pay the expected Acquisition Prices of the Acquisition Facilities; provided that to the extent not otherwise required by the applicable City Regulations, the Developer shall require all contractors and/or subcontractors it employs in connection with the construction of Acquisition Facilities to provide labor and materials and performance bonds (the premiums for which shall constitute Actual Costs of the related Acquisition Facilities) which name the Agency and the City as additional insureds.

3.6 Contracts and Change Orders. The Developer shall be responsible for entering into all contracts and any supplemental agreements (commonly referred to as "change orders") required for the construction of the Acquisition Facilities, and all such contracts and supplemental agreements shall be submitted to the Director. Prior approval of supplemental agreements by the Director of Public Works shall only be required for such change orders which

~~in any way materially alter the quality or character or expected future maintenance costs of the subject Acquisition Facilities, or which involve an amount equal to the lesser of five percent (5%) of the amount of the bid for the Acquisition Facility involved or \$50,000. The Director of Public Works shall approve or deny all such contracts or supplements submitted to it (any such denial to be in writing, stating the reasons for denial and the actions, if any, that can be taken to obtain later approval) within ten (10) business days of receipt by the Director of Public Works thereof. Any such contract or supplemental agreement properly submitted to the Director of Public Works and not denied in writing by the Director of Public Works within such 10 day period shall be deemed to be approved in the form submitted for all purposes of this Acquisition Agreement.~~

3.7 Time for Completion. The Developer acknowledges and agrees that the reasonably anticipated time for the completion of the Acquisition Facilities or Components thereof must satisfy the requirements of applicable federal tax laws and regulations with respect to the use of bond proceeds to finance such Acquisition Facilities or Components, and the Developer shall provide the Agency with such reasonably requested certificates or other assurances as may be required in connection therewith.

3.8 School Facilities and Rail Facilities. Pursuant to Sections 4.5 and 5.3 of the South OPA, Infrastructure, for purposes of this Acquisition Agreement, may include certain costs related to school facilities and rail facilities. It is hereby acknowledged that any such facilities will be eligible for funding with CFD Public Financing or Special Tax proceeds only to the extent permitted under Sections 53313.9 and 53316.2, as applicable, of the Act or as otherwise permitted under applicable law.

4. ACQUISITION AND PAYMENT

4.1 Inspection. No payment hereunder shall be made by the Agency to the Developer for an Acquisition Facility or Component thereof until the Acquisition Facility or Component thereof has been inspected and found by the Director of Public Works to be completed substantially in accordance with the approved Plans and otherwise consistent with the South OPA, the Interagency Cooperation Agreement and any applicable City Regulations. The Agency shall cooperate with the Developer in obtaining applicable approvals consistent with the terms of the South OPA. Except as otherwise provided in the South OPA, the Developer agrees to pay all inspection, permit and other similar fees of the Agency or the City applicable to construction of the Acquisition Facilities, not otherwise paid from an Agency Account, subject to reimbursement as a component of the Acquisition Price of the related Acquisition Facilities.

4.2 Agreement to Sell and Purchase Facilities. The Developer hereby agrees to sell the Acquisition Facilities listed in Exhibit B hereto, as amended from time to time, to the Agency (or other applicable public agency that will own an Acquisition Facility), and the Agency hereby agrees to use Acquisition Funds when available to pay the Acquisition Prices thereof to the Developer, subject to the terms and conditions hereof and of the Financing Plan. The Agency shall not be obligated to purchase any Acquisition Facility until the Acquisition Facility is completed and the Acceptance Date for such Acquisition Facility has occurred; provided that the Agency has agreed hereunder to make payments to the Developer for certain Components of Acquisition Facilities expressly shown in Exhibit B-1 hereto, as it may be supplemented by any Supplement prior to completion of the Acquisition Facility or the transfer of title to the property underlying it to the applicable governmental agency or utility. The Developer acknowledges that the Components have been identified for payment purposes only, and that the City (or other applicable public agency that will own an Acquisition Facility) shall not be obligated to accept an Acquisition Facility of which a Component is a part until the entire Acquisition Facility has been completed. The Agency acknowledges that the Components do not have to be

accepted by the City (or other applicable public agency that will own an Acquisition Facility) as a condition precedent to the payment of the Acquisition Price therefor, but any such payment shall not be made until the Component has been completed in accordance with the Plans therefor and any City Regulations applicable thereto, as determined in accordance with the Interagency Cooperation Agreement. After the Developer has met the inspection requirements set forth in Section 4.1, the Agency shall use good faith efforts to cause the City to make the Acceptance Date for a final Component to occur by causing the City to accept dedication of any Infrastructure or Open Space Parcels required to be dedicated to the City, in accordance with the Interagency Cooperation Agreement.

4.3 Payment Requests. In order to receive the Acquisition Price for a completed Acquisition Facility or Component thereof, inspection thereof under Section 4.1 shall have been made and the Developer shall deliver to the Director of Public Works: (i) a Payment Request in the form of Exhibit A hereto for such Acquisition Facility or Component, together with all attachments and exhibits required by Exhibit A and this Section 4.3 to be included therewith, in an organized manner, and (ii) if payment is requested for a completed Acquisition Facility, (a) if the property on which the Acquisition Facility is located is not owned by the Agency (or other applicable public agency that will own the Acquisition Facility) at the time of the request, a copy of the recorded documents conveying to the Agency (or other applicable public agency that will own the Acquisition Facility) Acceptable Title to the real property on, in or over which such Acquisition Facility is located, as described in Section 5.1 hereof, (b) a copy of the recorded notice of completion of such Acquisition Facility (if applicable), (c) an assignment of any warranties and guaranties for such Acquisition Facility, in a form acceptable to the Agency, (d) a computation showing any reimbursements from Muni that may be payable with respect to the Acquisition Facilities, which amounts shall be deducted from the determination of Actual Cost for the related Acquisition Facility or Component, and (e) an assignment to the Agency, to the extent permissible, of any reimbursements from third parties (other than Muni) that may be payable with respect to the Acquisition Facilities, such as utility or other reimbursements, to be used by the Agency to repay Public Financings or to be added to the Acquisition Funds.

4.4 Processing Payment Requests. Upon receipt of a Payment Request (and all accompanying documentation), the Director of Public Works shall conduct a review in order to confirm that such request is complete, that such Component or Acquisition Facility identified therein was constructed substantially in accordance with the requirements of Section 4.1 of this Agreement, and to verify and approve the Actual Cost of such Component or Acquisition Facility specified in such Payment Request. The Developer agrees to cooperate with the Director of Public Works in conducting each such review and to provide the Director of Public Works with such additional information and documentation as is reasonably necessary for the Director of Public Works to conclude each such review. For any Acquisition Facilities to be acquired by a public entity or utility other than the City or the Agency, the Developer shall provide evidence acceptable to the Director of Public Works that such Acquisition Facilities are acceptable to such entity or utility. Within ten (10) business days of receipt of any Payment Request, the Director of Public Works shall diligently attempt to complete his or her review of the request for completeness and notify the Developer whether such Payment Request is complete, and, if not, what additional documentation must be provided. The Director of Public Works shall provide a written approval or denial (specifying the reason for any denial) of each completed Payment Request within 30 days of its submittal, or, if additional documentation has been requested from the Developer with respect to a Payment Request within the period required by the next sentence, within 30 days of the submission by the Developer of the additional documentation. Failure of the Director of Public Works to notify the Developer that a Payment Request is incomplete on or before ten (10) days after the Developer first notifies the Director that the Developer has not received notification within the 10-business day period therefor as provided above (by delivery by the Developer of a written notice in the form of Exhibit D hereto), shall be deemed to mean that the Payment Request is complete. All requests

~~for payment for the costs of any Component or Acquisition Facility contained in a Payment Request that are not specifically denied by the Director of Public Works within thirty (30) days after the Developer first notifies the Director of failure to respond within the applicable 30-day period for review specified above, shall be deemed to be approved in the form submitted for all purposes of this Agreement.~~

4.5 Payment.

(a) Upon approval or deemed approval of the Payment Request by the Director as provided in Section 4.4 above, the Director of Public Works shall sign the Payment Request and forward the same to the Fiscal Agent, with a copy to the Deputy Executive Director, Finance Administration of the Agency. In the event of the deemed approval of a Payment Request, the Developer shall have the right to forward to the Payment Request directly to the Fiscal Agent, with copies thereof to the Deputy Executive Director, Finance Administration of the Agency and the Director of Public Works. A Payment Request (or a Payment Request that is deemed approved pursuant to Section 4.4 above), shall be paid by the Fiscal Agent in accordance with the provisions of the Fiscal Agent Agreement or, if there are insufficient funds available in the bond proceeds account or the tax increment proceeds account of the Improvement Fund, the Deputy Executive Director, Finance Administration of the Agency shall, within the then current Agency financial accounting payment cycle but in any event within fifteen (15) business days of receipt of such Payment Request, cause the same to be paid by the Agency from available Acquisition Funds. The source of Acquisition Funds on which to draw to meet any Payment Request shall be determined in accordance with the procedures set forth in the Financing Plan. Any such Payment Request not paid in full due to an insufficiency of Acquisition Funds, shall be paid promptly following the availability of additional Acquisition Funds. The Agency agrees to take all actions reasonably required to cause the Fiscal Agent to satisfy Payment Requests submitted to the Fiscal Agent in accordance with this Acquisition Agreement, subject to the availability of Acquisition Funds in the bond proceeds account or the tax increment proceeds account of the Improvement Fund.

(b) Once paid in full, the Acquisition Price paid for any Acquisition Facility or Component shall constitute payment in full for such Acquisition Facility or Component, as applicable, including, without limitation, payment for all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of such Acquisition Facility or Component, as specified in the Plans.

4.6 Restrictions on Payments. Notwithstanding any other provisions of this Acquisition Agreement, the following restrictions shall apply to any payments made to the Developer under Sections 4.2 and 4.5(a) hereof:

A. Amounts of Payments.

(i) Subject to the following paragraphs of this Section 4.6, payments for each Component or Acquisition Facility will be made only in the amount of the Acquisition Price for the respective Component or Acquisition Facility, not to exceed the Budgeted Cost thereof, except as provided in the remainder of this Section 4.6A(i). The Budgeted Cost for each Component or Acquisition Facility shall be the budgeted cost for such item set forth on Exhibit B as increased by (i) the increase, if any, between the amount of any contract awarded pursuant to Section 3.3(b) and the Budgeted Cost for such Acquisition Facility and (ii) (a) the cost of any change orders approved by the Director of Public Works or (b) any amount otherwise permitted pursuant to Section 3.6. To the extent the Actual Cost of a Component or Acquisition Facility exceeds the Budgeted Cost therefore, the Acquisition Price shall equal the Actual Cost to the extent that: (i) the Director of Public Works reasonably concludes that the increase was due to

changes that were necessary and appropriate, and (ii) the Agency reasonably expects there will be sufficient Acquisition Funds during the life of the Redevelopment Plan to pay for the reasonably expected costs of all remaining Infrastructure.

(ii) Nothing herein shall require the Agency in any event to pay more than the Actual Cost of an Acquisition Facility or Component. The parties hereto acknowledge and agree that all payments to the Developer for the Acquisition Prices of Acquisition Facilities or Components are intended to be reimbursements to the Developer for monies already expended or for immediate payment by the Developer (or directly by the Agency) to third parties in respect of such Acquisition Facilities and/or Components. The Developer shall provide evidence reasonably satisfactory to the Director that payments have been received by the applicable contractor or other third party with respect to any amounts to be reimbursed to the Developer. Such evidence may consist of canceled checks, bank statements, lien releases not conditioned on payment or other similar evidence that such payments have been received.

(iii) Notwithstanding any other provision of this Acquisition Agreement, payments in respect of Actual Costs described in clause (ii) of the definition of Actual Costs in Section 1.1 (the "Clause ii Amounts") shall be made as follows: (a) at the time the Developer submits a Payment Request for the first Component of an Acquisition Facility, the Developer shall provide a reasonable estimate, based on documented costs per clause (ii) above, of the total expected Actual Costs of the Acquisition Facility of which the Component is a part, (b) payment for the Clause ii Amounts shall be paid with other Actual Costs of the related Acquisition Facility pro rata, based upon the estimate of such other Actual Costs described in the preceding clause (a) and the total amount of such Clause ii Amounts, (c) in connection with the Payment Request for the final Component of any Acquisition Facility, the portion of the Clause ii Amounts to be paid pursuant to such Payment Request shall be adjusted to be the then remaining Clause ii Amount related to the applicable Acquisition Facility not theretofore paid to the Developer.

(iv) The Developer shall make reasonable allocations of the costs of any joint trenches to the Infrastructure and non-Infrastructure to be installed in any such trench, such that Actual Costs related to such trench shall only include the portion of the costs thereof reasonably allocable to the Infrastructure.

(v) The Developer shall exclude from any Payment Request the portion of any costs related to Infrastructure that are eligible for reimbursement from Muni. The Agency shall be entitled to delay payments in respect of costs for which any such reimbursements may apply until the amount eligible for reimbursement can reasonably be determined.

B. Joint or Third Party Payments. The Agency may make any payment jointly to the Developer and any mortgagee or trust deed beneficiary, contractor or supplier of materials, as their interests may appear, or solely to any such third party, if the Developer so requests the same in writing or (unless the Developer provides sureties, undertakings, securities and/or lien bonds of the Developer or appropriate contractors or subcontractors that are deemed satisfactory by the Director to assure payment of such claims) as the Agency otherwise determines such joint or third party payment is necessary to obtain lien releases.

C. Withholding Payments.

(i) The Agency shall be entitled, but shall not be required, to withhold any payment hereunder for a Component or an Acquisition Facility if the Developer or any Affiliate is delinquent in the payment of ad valorem real property taxes, special assessments or taxes, possessory interest taxes, or Special Taxes levied in the CFD. In the event of any such delinquency, the Agency shall only make payments hereunder directly to contractors or other

third parties employed in connection with the construction of the Acquisition Facilities or a Transfer Entity, until such time as the Developer provides the Director of Public Works with evidence that all such delinquent taxes and assessments have been paid.

(ii) The Agency shall withhold final payment for any Acquisition Facility (but not for any Component thereof) constructed on land, until Acceptable Title to such land has been conveyed to the public entity that will own the respective Facility (if such property is not already owned by the City or any other such public entity), as described in Article V hereof. Notwithstanding the foregoing, it is acknowledged that the Actual Cost of any land on which an Acquisition Facility or Component is to be constructed may be paid to the Developer or its designee, following conveyance of Acceptable Title thereto to the City (or other applicable governmental agency) and submission by the Developer of a Payment Request therefor.

(iii) The Agency shall be entitled to withhold any payment hereunder for a Component that is the subject of a Payment Request until it is satisfied that any and all claims for labor and materials have been paid by the Developer for the Component that is the subject of a Payment Request, or conditional lien releases have been provided by the Developer for such Component. The Agency shall waive this limitation upon the provision by the Developer of sureties, undertakings, and/or lien bonds of the Developer or appropriate contractors or subcontractors and deemed satisfactory by the Director of Public Works to assure payment of such claims.

(iv) The Agency shall be entitled to withhold payment for the final Component of any Acquisition Facility until: (a) the Director of Public Works determines that the Acquisition Facility is ready for its intended use and has been constructed substantially in accordance with all applicable City Regulations, (b) the Acceptance Date for the Acquisition Facility has occurred and the requirements of Section 5.1, if applicable to such Acquisition Facility, have been satisfied, and (c) general lien releases (conditioned solely upon payment from Acquisition Funds to be used to acquire such Acquisition Facility or final Component) have been submitted to the Director of Public Works for the Acquisition Facility. The Agency hereby agrees that the Developer shall have the right to post or cause the appropriate contractor or subcontractor to post a bond with the Agency to indemnify the Agency and the City for any losses sustained by the Agency or the City because of any liens that may exist at the time of acceptance of such an Acquisition Facility, so long as such bond is drawn on an obligor and is otherwise in a form acceptable to the Director, but that payment for the final Component of any Acquisition Facility may be withheld until all disputes with the applicable contractor or subcontractor have been resolved to the satisfaction of the Director. The Agency shall be entitled to withhold payment for the final Component of any Acquisition Facility to be owned by governmental entities other than the City, until the Developer provides the Director of Public Works with evidence that the governmental entity has accepted dedication of and/or title to the Acquisition Facility. The Director of Public Works shall promptly determine whether an Acquisition Facility is ready for intended use and is in compliance with applicable City Regulations under (a) above and shall so notify the Developer as soon as reasonably practicable in writing of his or her determination. If such determination is that an Acquisition Facility does not meet such requirements, the Director shall, in such notice, identify with particularity the reason(s) therefor.

(v) Nothing in this Acquisition Agreement shall be deemed to prohibit the Developer from contesting in good faith the validity or amount of any mechanics or material man's lien nor limit the remedies available to the Developer with respect thereto so long as such delay in performance shall not subject the Acquisition Facilities or any Component thereof to foreclosure, forfeiture or sale. In the event that any such lien is contested, the Developer shall only be required to post or cause the delivery of a bond in an amount equal to the amount in dispute with respect to any such contested lien, so long as such bond is drawn on an obligor and is otherwise in a form acceptable to the Director.

D. Retention: The Agency shall be entitled to withhold from the amounts payable pursuant to any Payment Request such amounts as are authorized by applicable City Regulations. The Agency shall be obligated to release any such retention for each Component in accordance with applicable City Regulations.

E. Frequency. Unless otherwise agreed to by the Director, no more than one Payment Request shall be submitted by the Developer in any calendar month.

F. Restrictions on Escrowed Funds. The Developer acknowledges that the provisions of a Public Financing authorizing document may require that Public Financing proceeds deposited to an escrow fund be used to redeem a portion of the Public Financing, and in such event will not be available as Acquisition Funds. The Developer agrees to assist the Agency in releasing funds from any such escrow fund as requested by the Agency.

4.7 Defective or Nonconforming Work. If any of the work done or materials furnished for a Facility or Component are found by the Director of Public Works to be defective or not in accordance with the applicable Plans and City Regulations: (i) and such finding is made prior to payment for the Acquisition Price of such Facility or Component hereunder, the Agency may withhold payment therefor until such defect or nonconformance is corrected to the satisfaction of the Director, or (ii) and such finding is made after payment of the Acquisition Price of such Facility or Component, the Agency and the Developer shall act in accordance with applicable City Regulations, and the Interagency Cooperation Agreement and the Infrastructure Plan.

4.8 City Cooperation. The Agency shall use all reasonable efforts to obtain the compliance by the City with the provisions of the Interagency Cooperation Agreement, as they affect the acceptance by the City of Acquisition Facilities.

4.9 Street Sweeper. Notwithstanding the foregoing or any other provision of this Acquisition Agreement, (i) a street sweeper shall be considered an Acquisition Facility for purposes of this Agreement, and (ii) payment may be made for the Actual Costs related to the street sweeper promptly following its conveyance to, and the acceptance thereof, by the City and the submission by the Developer of a Payment Request therefor.

5. OWNERSHIP AND TRANSFER OF FACILITIES

5.1 Conveyance of Land Title. The transfer of, maintenance of and right of entry with respect to all land on, in or over which any Infrastructure will be located shall be governed by the South OPA, the Interagency Cooperation Agreement and the City Regulations.

6. INSURANCE

6.1 Insurance Requirements. The Developer shall, at all times prior to the final Acceptance Date of any Acquisition Facilities comply with the insurance requirements set forth in any Permit to Enter issued by the Agency in accordance with the South OPA or by the City in accordance with the Interagency Cooperation Agreement, or otherwise in accordance with any other applicable City Regulations.

6.2 Evidence of Insurance. The Developer shall furnish to the Agency and the City, from time to time upon request of the Agency or the City's Risk Manager, a certificate of insurance (and/or, upon request by the Agency or the City's Risk Manager, a complete copy of any policy) regarding each insurance policy required to be maintained by the Developer under any Permit to Enter issued by the Agency in accordance with the South OPA or by the City in

accordance with the Interagency Cooperation Agreement, or otherwise in accordance with any other applicable City Regulations.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 Representations, Covenants and Warranties of the Developer. The Developer represents and warrants for the benefit of the Agency as follows:

A. Organization. The Developer is a corporation duly organized and validly existing under the laws of the State of Delaware, is in compliance with the laws of such State, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

B. Authority. The Developer has the power and authority to enter into this Acquisition Agreement, and has taken all action necessary to cause this Acquisition Agreement to be executed and delivered, and this Acquisition Agreement has been duly and validly executed and delivered by the Developer.

C. Financial Records. Until the final Acceptance Date for each Acquisition Facility, the Developer covenants to maintain proper books of record and account for the construction of such Acquisition Facility and all costs related thereto. Such accounting books shall be maintained in accordance with generally accepted accounting principles.

D. Land Sales. The Developer agrees that in the event that it sells any land owned by it within the boundaries of a CFD, the Developer will (i) notify the purchaser in writing prior to the closing of any such sale of the existence of this Acquisition Agreement, and (ii) notify the purchaser in writing of the existence of the CFD and the special tax lien in connection therewith, and otherwise comply with any applicable provision of Section 53341.5 of the Act.

E. Additional Information. The Developer agrees to cooperate with all reasonable written requests for nonproprietary information by the original purchasers of any Public Financing or the Agency related to the status of construction of improvements within the CFD, the anticipated completion dates for future improvements, and any other matter material to the investment quality of the respective Public Financing.

F. No Misrepresentation. The Developer shall not make any material misrepresentation or omission in any written materials furnished to the Agency for use in connection with any preliminary official statement, official statement, bond purchase contract or continuing disclosure certificate or agreement used in connection with the sale of any Public Financing.

G. Continuing Disclosure. The Developer agrees to comply with all of its obligations under any continuing disclosure agreement executed by it in connection with the offering and sale of any Public Financing. The Developer acknowledges that a condition to the issuance of any Public Financing will be the then compliance by the Developer with its obligations under such agreement.

H. Allocation of Sales Taxes. The Developer shall cooperate reasonably with the Agency and the City in investigating the feasibility of a program to maximize the capture of sales taxes for the City with respect to any construction contracts and subcontracts for Acquisition Facilities or Components and other Improvements, provided that the Developer shall not be unreasonable in declining to implement such a program if it would incur other than immaterial costs in such implementation and such costs would not be reimbursed. Such a program could include, by way of example only, use of a purchasing agent. Before commencing construction of Acquisition Facilities under this Agreement, the Developer, the Agency and the

City shall meet and confer in good faith to evaluate the feasibility of implementing any such program and the relative financial benefits and burdens to the City and the Developer.

I. Utility and Other Reimbursements. The Developer agrees to use commercially reasonable efforts to enter into contractual arrangements with utility companies (such as Pacific Bell, Pacific Gas and Electric, TCI and RCN) to obtain reimbursements related to the installation of Infrastructure, under circumstances and in form similar to those obtained by the Developer in connection with the installation of infrastructure improvements being constructed by the Developer in other similar developments. The Developer agrees to submit any such agreements to the Director for reasonable review and comment at least twenty (20) days prior to the execution thereof, and to use diligent efforts to assist the Agency in collecting amounts due under any such agreements.

7.2 Indemnification and Hold Harmless. The Developer acknowledges and agrees that the indemnities of the Owner contained in the South OPA and in the consent to the Interagency Cooperation Agreement include, without limitation, any and all Losses (as defined therein) arising out of the breach of this Agreement by the Developer, the Developer's or any of its contractor's, agents', consultants' or representatives' negligent or defective construction of the Acquisition Facilities or any Components acquired from the Developer under this Agreement, the Developer's non-payment under contracts between the Developer and its consultants, engineers, advisors, contractors, subcontractors or suppliers in the provision of such Acquisition Facilities or Components or any claims of persons employed by the Developer or its contractors, agents, consultants or representatives to construct such Acquisition Facilities or Components, all subject to the terms, conditions, exceptions (including, without limitation, the exception for negligence or willful acts or omissions of the indemnified party) and limitations contained in the South OPA and the Interagency Cooperation Agreement, as applicable and further provided that any demand for indemnification hereunder with respect to negligent or defective construction must be brought, if at all, within two (2) years after the related Acquisition Facilities or Components are determined to be complete in accordance with the inspection described in Section 4.1 hereof.

8. TERMINATION

8.1 Mutual Consent. This Acquisition Agreement may be terminated by the mutual, written consent of the Agency and the Developer, in which event the Agency may let contracts for any remaining work related to the Acquisition Facilities not previously acquired from the Developer hereunder, and use all or any portion of the Acquisition Funds to pay for same, and in such event the Developer shall have no claim or right to any further payments for the Acquisition Price of Acquisition Facilities or Components hereunder, except for Acquisition Facilities or Components which have been completed but not yet paid for from Acquisition Funds or as otherwise may be provided in such written consent.

8.2 Agency Election for Cause.

(a) The following events shall constitute grounds for the Agency, at its option, to terminate this Acquisition Agreement, without the consent of the Developer:

(i) The Developer shall voluntarily file for reorganization or other relief under any Federal or State bankruptcy or insolvency law.

(ii) The Developer shall have any involuntary bankruptcy or insolvency action filed against it, or shall suffer a trustee in bankruptcy or insolvency or receiver to take possession of the assets of Developer, or shall suffer an attachment or levy of execution to be made against the property it owns within the CFD unless, in any of such cases,

~~such circumstance shall have been terminated or released within ninety (90) days thereafter.~~

(iii) The Developer or any of its Affiliates shall at any time challenge the validity of a CFD established in accordance with, or any Public Financing issued in accordance with the Financing Plan, or the levy of Special Taxes within such a CFD, other than on the grounds that such levy was not made in accordance with the terms of the Rate and Method of Apportionment of the Special Taxes for such CFD.

(b) If any such event described in Section 8.2(a) occurs, the Agency shall give written notice of its knowledge thereof to the Developer, and the Developer shall agree to meet and confer with the Director of Public Works and other appropriate Agency staff and consultants as to options available to assure timely completion of the Acquisition Facilities and Infrastructure not yet constructed. Such options may include, but not be limited to the termination of this Acquisition Agreement by the Agency. If the Agency elects to terminate this Acquisition Agreement, the Agency shall first notify the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the Agency to receive such notice) of the grounds for such termination and allow the Developer a minimum of thirty (30) days to eliminate or mitigate to the satisfaction of the Director of Public Works the grounds for such termination. Such period may be extended, at the sole discretion of the Agency, if the Developer, to the satisfaction of the Agency, is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof), as determined solely by the Agency, the Developer has not eliminated or completely mitigated such grounds, to the satisfaction of the Agency, the Agency may then terminate this Acquisition Agreement.

(c) Notwithstanding the foregoing, so long as any event listed in Section 8.2(a) has occurred, notice of which has been given by the Agency to the Developer, and such event has not been cured or otherwise eliminated by the Developer, the Agency may in its discretion cease making payments for the Acquisition Price of Acquisition Facilities or Components under Article 4 hereof to the Developer; provided that the Developer shall receive payment of the Acquisition Price of any Component or Acquisition Facility that was completed at the time of the occurrence of an event listed in Section 8.2(a) above upon submission of the documents and compliance with the other applicable requirements of this Acquisition Agreement.

8.3 Force Majeure. A party who is subject to Unavoidable Delay in the performance of an obligation hereunder, or in the satisfaction of a condition to the other party's performance hereunder, shall be entitled to a postponement of the time for performance of such obligation or satisfaction of such condition during the period of enforced delay attributable to an event of Unavoidable Delay, subject to the provisions of this Section 8.3.

The Unavoidable Delay provisions of this Section shall not apply unless (i) the party seeking to rely upon such provisions shall have given notice to the other party, within thirty (30) days after obtaining knowledge of the beginning of an enforced delay, of such delay and the cause or causes thereof, to the extent known, and (ii) a party claiming the Unavoidable Delay must at all times be acting diligently and in good faith to avoid foreseeable delays in performance, and to remove the cause of the delay or to develop a reasonable alternative means of performance.

9. MISCELLANEOUS

9.1 Limited Liability of Agency and City. Except as otherwise provided in the South OPA, the Developer agrees that any and all obligations of the Agency and/or the City arising out of or related to this Acquisition Agreement are special and limited obligations of the Agency

and the City, as applicable, and the Agency and City's obligations to make any payments hereunder are restricted entirely to available Acquisition Funds and from no other source. No member of the Board of Supervisors, the Commission, or Agency staff member, employee or agent shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of their actions hereunder or execution hereof. It is understood and agreed that no commissioners, members, officers, agents, or employees of the Agency or the City (or of either of its successors or assigns) shall be personally liable to the Developer nor shall any officers, directors, shareholders, agents or employees of the Developer (or of its successors or assigns) be personally liable to the Agency or the City in the event of any default or breach of this Agreement by the Agency or the Owner or for any amount which may become due to the Owner or the Agency or the City, as the case may be, hereunder or for any obligations of the parties under this Agreement.

9.2 Audit. The Director of Public Works and the Deputy Executive Director of Public Works-Finance Administration of the Agency, or their respective representatives, shall have the right, during normal business hours and upon the giving of reasonable prior written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer related to any of the Components and Acquisition Facilities, and any bids taken or received for the construction thereof or materials therefor.

9.3 Attorney's Fees. Should either 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 9.3 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 Agency or the Developer 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 Agency's or the Developer'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 Developer's in-house counsel, as employed by the outside counsel for the Developer.

9.4 Notices.

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

(i) In the case of a notice or communication to the Agency:

San Francisco Redevelopment Agency
770 Golden Gate Avenue
San Francisco, CA 94102-3102
Attn: Executive Director
Reference: Mission Bay South
Telefacsimile: (415) 749-2565

With copies to:

San Francisco Redevelopment Agency
770 Golden Gate Avenue
San Francisco, CA 94102-3102
Attn: Mission Bay Project Manager
Reference: Mission Bay South
Telefacsimile: (415) 749-2585

San Francisco Redevelopment Agency
770 Golden Gate Avenue
San Francisco, CA 94102-3102
Attn: General Counsel
Reference: Mission Bay South
Telefacsimile: (415) 749-2575

(ii) In the case of notice or communication to the Director of Public Works:

Department of Public Works
City and County of San Francisco
1680 Mission Street
San Francisco, CA 94103
Attn: Deputy Bureau Chief Bureau of Construction Management
Telefacsimile: (415) 554-8218

With copies to:

Mayor's Office of Economic Development
City and County of San Francisco
City Hall
1 Dr. Carlton B. Goodlett Place, Suite 436
San Francisco, CA 94102
Attn: Mission Bay Project Manager
Reference: Mission Bay South
Telefacsimile: (415) 554-6018

Office of the City Attorney
1390 Market Street, 6th Floor
San Francisco, CA 94102
Attn: Jesse C. Smith
Reference: Mission Bay South
Telefacsimile: (415) 554-3808

(iii) And in the case of a notice or communication to the Developer at:

Catellus Development Corporation
201 Mission Street, Second Floor
San Francisco, California 94105
Attn: Mission Bay Development Office
Telefacsimile: (415) 974-3724

With a copies to:

Catellus Development Corporation
201 Mission Street, Second Floor
San Francisco, California 94105
Attn: General Counsel
Telefacsimile: (415) 974-4613

And to:

O'Melveny & Myers
400 South Hope Street
Los Angeles, CA 90071
Attn: Kathryn Sanders
Telefacsimile: (213) 430-6407

Coblentz, Patch, Duffy & Bass, LLP
222 Kearny Street, 7th Floor
San Francisco, California 94108
Attn: Pamela S. Duffy
Telefacsimile: (415) 989-1663

For the convenience of the parties, copies of notice may also be given by telefacsimile.

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

- (i) the Section of this Acquisition Agreement pursuant to which the notice is given and the action or response required, if any;
- (ii) if applicable, the period of time within which the recipient of the notice must respond thereto;
- (iii) if approval is being requested, shall be clearly marked "Request for Approval under the Mission Bay South Acquisition Agreement"; and
- (iv) if a notice of a disapproval or an objection which requires reasonableness, shall specify with particularity the reasons therefor.

(b) 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 Acquisition 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. A party may not give official or binding notice by telefacsimile.

(c) Any notice or request for review, consent or other determination or action by the Agency or the Director of Public Works that could be subject to deemed approval under any provision of this Agreement shall display prominently on the envelope enclosing such request (if any) and the first page of such request, substantially the following words: "MISSION BAY INFRASTRUCTURE: IMMEDIATE ATTENTION REQUIRED; FAILURE TO RESPOND COULD RESULT IN DEEMED APPROVAL."

9.5 Successors and Assigns. This Acquisition Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Acquisition Agreement shall not be assigned by the Developer, except to a Transferee in connection with a Transfer permitted under the South OPA and upon such Transfer, the Developer shall be released from its obligations hereunder to the extent provided in the South OPA. In any event, any such assignment shall be in writing and shall clearly identify the scope of the rights and/or obligations assigned.

9.6 Other Agreements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the South Plan Area. Nothing herein shall be construed as affecting the Agency's or the Developer's rights, or duties to perform their respective obligations, under the South OPA, the Interagency Cooperation Agreement and other Plan Documents and any applicable City Regulations. This Acquisition Agreement shall not confer any additional rights, or waive any rights given, by either party hereto under any development or other agreement to which they are both a party.

9.7 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Acquisition Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other 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 Acquisition Agreement thereafter.

9.8 Parties in Interest. Nothing in this Acquisition 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 Agency, the City and the Developer any rights, remedies or claims under or by reason of this Acquisition Agreement or any covenants, conditions or stipulations hereof; and all covenants, conditions, promises, and agreements in this Acquisition Agreement contained by or on behalf of the Agency or the Developer shall be for the sole and exclusive benefit of the Agency, the City and the Developer. The City is an intended third party beneficiary of this Acquisition Agreement.

9.9 Amendment. This Acquisition Agreement may be amended, from time to time, by written Supplement hereto and executed by both the Agency and the Developer. Such amendment may provide for additional Acquisition Facilities (including Components thereof) to be added to Exhibit B hereto and, if applicable, Exhibit B-1 hereto pursuant to Section 2.1(c), and/or the additional reimbursements to be added to Exhibit C hereto pursuant to Section 2.4.

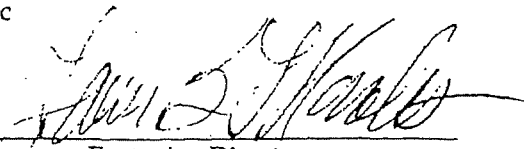
9.10 Counterparts. This Acquisition Agreement may be executed in counterparts, each of which shall be deemed an original.

9.11 Interpretation of Agreement. Unless otherwise provided in this Agreement, whenever approval, consent or satisfaction is required of the Developer or the Agency pursuant to this Agreement, it shall not be unreasonably withheld or delayed. Captions used in this Agreement are for convenience of reference only and shall not affect the interpretation or meaning of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Acquisition Agreement as of the day and year first-above written.

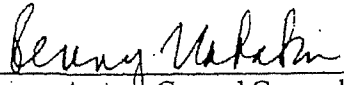

Authorized by Agency Resolution No.193-98, adopted September 17, 1998.

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

By: 
Executive Director

Its: 
Secretary

Approved as to form:

By: 
 Agency General Counsel

CATELLUS DEVELOPMENT
CORPORATION, a Delaware corporation

By: _____

Title: _____

By: _____

Title: _____

19026 01 J4048

IN WITNESS WHEREOF, the parties have executed this Acquisition Agreement as of the day and year first-above written.

Authorized by Agency Resolution No.193-98, adopted September 17, 1998.

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

By: _____
Executive Director

Its: _____
Secretary

Approved as to form:

By: _____
Agency General Counsel

CATELLUS DEVELOPMENT
CORPORATION, a Delaware corporation

By: _____
Title: Vice President

By: _____

Title: _____

19026.01:J4048

ACQUISITION AGREEMENT

EXHIBIT A

FORM OF PAYMENT REQUEST

PAYMENT REQUEST NO. _____

The undersigned (the "Developer"), hereby requests payment in the total amount of \$_____ for the Acquisition Facilities (as defined in the Acquisition Agreement for Mission Bay South (the "Agreement") between the Redevelopment Agency of the City and County of San Francisco (the "Agency") and the Developer), or Components thereof (as described in Exhibit B-1 to that Agreement), all as more fully described in Attachment 1 hereto. In connection with this Payment Request, the undersigned hereby represents and warrants to the Agency as follows:

1. He (she) is a duly authorized officer of the Developer, qualified to execute this Payment Request for payment on behalf of the Developer and is knowledgeable as to the matters set forth herein.

2. To the extent that this payment request is with respect to a completed Acquisition Facility, the Developer has submitted or submits herewith to the City as-built drawings or similar plans and specifications for the items to be paid for as listed in Attachment 1 hereto with respect to any such completed Acquisition Facility, and such drawings or plans and specifications, as applicable, are true, correct and complete. To the extent that this payment request is for a Component, the Developer has in his construction office a marked set of drawings or similar plans and specifications for the Components to be acquired as listed in Attachment 1 hereto, which drawings or plans and specifications, as applicable, are current and show all changes or modifications which have been made to date.

3. All costs of the Acquisition Facilities or Components thereof for which payment is requested hereby are Actual Costs (as defined in the Agreement) and have not been inflated in any respect. The items for which payment is requested have not been the subject of any prior payment request submitted to the Agency.

4. Supporting documentation (such as canceled checks or unconditional lien releases with respect to amounts to be reimbursed to the Developer, or such as third party invoices along with conditional lien releases in the case of direct payments to be made to third parties) is attached with respect to the costs for which payment is requested.

5. There has been compliance with applicable provisions of the South OPA (as defined in the Agreement) relating to prevailing wages or otherwise for the work to construct the Acquisition Facilities or Components thereof for which payment is requested.

6. The Acquisition Facilities or Components thereof for which payment is requested were constructed in accordance with all applicable City Regulations (as defined in the Agreement), and in accordance with the as-built drawings or plans and specifications, as applicable, referenced in paragraph 2 above.

7. The Developer is in compliance with the terms and provisions of the Agreement and no portion of the amount being requested to be paid was previously paid.

8. The Acquisition Price for each Acquisition Facility or Component (a detailed calculation of which is shown in an Attachment 2 hereto for each such Acquisition Facility or Component), has been calculated in conformance with the terms of Section 4.6 of the Acquisition Agreement.

9. Neither the Developer nor any Affiliate (as defined in the Agreement) is in default in the payment of ad valorem real property taxes, possessory interest taxes or special taxes or special assessments levied in the South Plan Area (as defined in the Agreement), except as follows: _____.

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

DEVELOPER:

CATELLUS DEVELOPMENT
CORPORATION

By: _____
Authorized Representative
of the Developer

Date: _____

Payment Request Approved for
Submission to Fiscal Agent

By: _____
Director of Public Works of
of the City, or designee

Date: _____

ATTACHMENT 1
TO EXHIBIT A

[list here all Acquisition Facilities or Components thereof for which payment is requested, and attach support documentation]

[To be completed prior to submission of related Payment Request]

ATTACHMENT 2
TO EXHIBIT A

CALCULATION OF ACQUISITION PRICE

[Use a separate sheet for each Acquisition Facility or Component
for which payment is being requested]

1. Description (by reference to Exhibit B or B-1 to the Acquisition Agreement) of the Acquisition Facility or Component _____
2. Actual Cost (list here total of supporting invoices and/or other documentation supporting determination of Actual Cost): \$ _____
3. Budgeted Cost: \$ _____
4. Permitted Additions to Budgeted Cost (to the extent, and only to the extent, that Actual Cost exceeds Budgeted Cost):
 - A. Increase, if any, between amount of contract awarded pursuant to Section 3.3(b) of the Acquisition Agreement and the Budgeted Cost \$ _____
 - B. Costs of change orders approved by the Director of Public Works pursuant to Section 3.6 of the Acquisition Agreement \$ _____
 - C. Costs of change orders permitted under Section 3.6 of the Acquisition Agreement for which prior approval of the Director of Public Works was not required \$ _____
 - D. Proposed additions, not otherwise included in A., B. or C. above, that were necessary or appropriate (subject to review by Director of Public Works as to necessity and appropriateness, and Agency as to expectation of sufficient Acquisition Funds for remaining Infrastructure costs, pursuant to last sentence of Section 4.6 A.(i) of the Acquisition Agreement) \$ _____
5. Subtractions from Purchase Price:
 - A. Holdback for lien releases (see Section 4.6 C.(iii) of the Acquisition Agreement) \$ _____
 - B. Retention (see Section 4.6 D. of the Acquisition Agreement) \$ _____
6. Total disbursement requested (Amount listed in 3, plus amounts, if any, listed in 4 (total of amounts in 3 and 4 not to exceed amount listed in 2), less amounts, if any, listed in 5) \$ _____

ACQUISITION AGREEMENT

EXHIBIT B

DESCRIPTION OF ACQUISITION FACILITIES AND APPLICABLE BUDGETED COSTS Planned Projects Initiated Calendar Year 2001

Among other reimbursements, the Communities Facilities District (CFD) will acquire and reimburse Catellus for the Actual Costs associated with the design, approval, construction, development and acquisition of subsurface utilities components, surface improvements components and open space improvements associated with the development of the Mission Bay South Plan Area.

At the present time, Catellus' calendar year 2001 acquisition facilities to be under construction consists of the following projects, denoted by the Mission Bay Master Plan Block Number, when associated with a final map, or improvement plan title when not associated with a final map:

Mission Bay Plan Block 26-28 Phase 1

Budgeted Cost: \$9,893,316

Subsurface utilities components and surface improvements components shall be developed in accordance with Improvement Plans as approved by and amended from time to time by the City and County of San Francisco Director of Public Works, and as accepted, in whole or in part, from time to time, by the City and County of San Francisco Board of Supervisors.

- Realign Terry Francois Boulevard with subsurface utilities components and surface improvements components.
- Construct South Commons Street with subsurface utilities components and surface improvements components.
- Construct South Street with subsurface utilities components and surface improvements components.

Mission Bay Plan Block 41-43 Phase 1, 16th and Owens (UCSF Blocks 18, 21 and 24 Infrastructure)

Budgeted Cost: \$13,851,105

Subsurface utilities components and surface improvements components shall be developed in accordance with Improvement Plans as approved by and amended from time to time by the City and County of San Francisco Director of Public Works, and as accepted, in whole or in part, from time to time, by the City and County of San Francisco Board of Supervisors.

- Realign and/or reconstruct portions of Sixteenth Street and construct subsurface utilities components and surface improvements components.
- Realign and reconstruct portions of Owens Street with subsurface utilities components and surface improvements components.
- Construct entry to Fourth Street with subsurface utilities components and surface improvements components.

Owens St at Park P1

Budgeted Cost: \$3,764,075

Subsurface utilities components and surface improvements components shall be developed in accordance with Improvement Plans as approved by and amended from time to time by the City and County of San Francisco Director of Public Works, and as accepted, in whole or in part, from time to time, by the City and County of San Francisco Board of Supervisors.

- ~~Construct subsurface utilities components and surface improvements components on Owens Street.~~
- Construct subsurface utilities components and surface improvements components on Fourth Street.

Park P1

Budgeted Cost: \$4,758,278

Subsurface utilities components and surface improvements components shall be developed in accordance with Improvement Plans as approved by and amended from time to time by the San Francisco Redevelopment Agency, and as accepted, in whole or in part, from time to time, by the City and County of San Francisco Board of Supervisors.

- Active and passive recreation areas consisting of subsurface utilities components and surface improvements components.
- Park pavilion building.

Pump Station 1

Budgeted Cost: \$3,712,500

Subsurface utilities components and surface improvements components shall be developed in accordance with Improvement Plans as approved by and amended from time to time by the City and County of San Francisco Director of Public Works, and as accepted, in whole or in part, from time to time, by the City and County of San Francisco Board of Supervisors.

- Construct storm water pump station including subsurface structure, piping, mechanical equipment, electrical components and controls.
- Construction surface improvements including control housing and outfall structures.

Third Street Corridor - Mission Creek to South Common

Budgeted Cost: \$15,517,382

Subsurface utilities components and surface improvements components shall be developed in accordance with Improvement Plans as approved by and amended from time to time by the City and County of San Francisco Director of Public Works, and as accepted, in whole or in part, from time to time, by the City and County of San Francisco Board of Supervisors.

- Construct subsurface utilities components and surface improvements components on Fourth Street from Mission Creek to Owens Street.
- Construct subsurface utilities components and surface improvements components on Owens Street.
- Construct subsurface utilities components and surface improvements components on Third Street from Owens Street to South Commons.

All Acquisition Facilities identified are or will be included in a set of Bonded Improvement Plans approved by the relevant San Francisco City Departments and the San Francisco Board of Supervisors. Schedules and standards for the Facilities are governed by the Improvement Plans and associated Improvement Agreements.

ACQUISITION AGREEMENT

EXHIBIT B-1

DISCRETE COMPONENTS OF ACQUISITION FACILITIES

B-1-1

Community Facilities District No. 6 (South of Channel)

Block 26-28 Phase 1 Acquisition Facility				Hard Costs	Soft Costs	
CFD component by block, street or parcel as appropriate	QTY	Units	Total (Hard Costs)	Total (Soft Costs)	Total Amount (hard cost + soft cost)	
201	Land acquisition including pre-construction demolition and utility relocations and other costs					
SUBTOTAL ITEM 201				62,387	31,199	93,586
210	Street furnishings including trash receptacles and bike racks					
SUBTOTAL ITEM 210				35,457	17,729	53,186
211	Storm drain including trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, structures, manholes, inlets, cleanouts, and service stubs					
SUBTOTAL ITEM 211				1,189,041	594,521	1,783,562
212	Sanitary sewer including trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, structures, manholes, vents, cleanouts, and service stubs					
SUBTOTAL ITEM 212				502,185	251,098	753,283
213	Low pressure water including trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, valves, corrosion protection, service stubs and hydrants					
SUBTOTAL ITEM 213				988,789	494,395	1,483,184
214	Reclaimed water including trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, valves, corrosion protection, service stubs and hydrants					
SUBTOTAL ITEM 214				348,108	173,054	519,162
215	Joint Trench including trenching, soil spoil off-haul and disposal, backfill, compaction, conduits, vaults, equipment, cables, various under ground costs, and miscellaneous structures. Total amount listed is subject to partial reimbursement by occupants.					
SUBTOTAL ITEM 215				1,210,165	605,083	1,815,248
216	Curbs and gutters including soil spoil off-haul and disposal, vertical curbs, construction curbs, granite curbs, curb ramps and driveway depressions					
SUBTOTAL ITEM 216				132,145	66,073	198,218
217	Street sections including grading, soil spoil off-haul and disposal, base-rock, concrete base, conform-grinding, concrete barrier, and asphalt pavement, permanent, primary and final H&S					
SUBTOTAL ITEM 217				782,635	378,318	1,120,953
218	Signage and striping including all posts, foundations, sign attachments, striping, pavement markings, markers, delineators, and barriers					
SUBTOTAL ITEM 218				154,632	77,316	231,948
219	Sidewalks including final grading, soil spoil off-haul and disposal, curb ramps, driveways, concrete, temporary asphalt sidewalk, and specialty treatments (pavers, granite) (exclusive of Blocks 26a and 28)					
SUBTOTAL ITEM 219				25,925	12,962	38,887
220	Landscaping including structural backfill (tree vault), soil spoil off-haul and disposal, associated irrigation, trees, shrubs and plants (exclusive of Blocks 26a and 28)					
SUBTOTAL ITEM 220				26,536	13,268	39,804
221	Street lighting, including foundations, soil spoil off-haul and disposal, conduit (exclusive of joint trench), conductors (exclusive of Blocks 26a and 28)					
SUBTOTAL ITEM 221				174,344	87,172	261,516
Block 26a Frontage Surface Improvements						

Community Facilities District No. 6 (South of Channel)

222	Sidewalks including final grading, soil spoil off-haul and disposal, curb ramps, driveways, concrete, temporary asphalt sidewalk, and specialty treatments (pavers, granite) along parcel's street frontage					
SUBTOTAL ITEM 222						
				116,661	56,330	174,991
223	Landscaping including structural backfill (tree vault), soil spoil off-haul and disposal, associated irrigation, trees, shrubs and plants					
SUBTOTAL ITEM 223						
				119,412	59,706	179,118
224	Street lighting, including foundations, soil spoil off-haul and disposal, conduit (exclusive of joint trench), conductors					
SUBTOTAL ITEM 224						
				261,515	130,758	392,273
Block 26 Frontage Surface Improvements						
225	Sidewalks including final grading, soil spoil off-haul and disposal, curb ramps, driveways, concrete, temporary asphalt sidewalk, and specialty treatments (pavers, granite) along parcel's street frontage					
SUBTOTAL ITEM 225						
				116,661	56,330	174,991
226	Landscaping including structural backfill (tree vault), soil spoil off-haul and disposal, associated irrigation, trees, shrubs and plants					
SUBTOTAL ITEM 226						
				119,412	59,706	179,118
227	Street lighting, including foundations, soil spoil off-haul and disposal, conduit (exclusive of joint trench), conductors					
SUBTOTAL ITEM 227						
				261,515	130,758	392,273
Totals						
				6,595,544	3,297,772	9,893,316

Community Facilities District No. 6 (South of Channel)

BLOCK 41-43 Phase 1 and 2 and Owners (UCSF blocks 18, 21 and 24) ACQUISITION FACILITY							
CFD component by block, street or parcel as appropriate				Total (Hard Costs)	Total (Soft Costs)	Total Amount (hard cost + soft cost)	
Bid Item	Component	Description	QTY.	Units			
Improvements defined on plans titled Block 41, 42 & 43 Public Improvements							
301		Land acquisition including pre-construction demolition and utility relocations and other costs					
SUBTOTAL ITEM 301							
310		Street furnishings including trash receptacles and bike racks					
SUBTOTAL ITEM 310					7,400	3,700	11,100
311		Storm drain including trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, structures, manholes, joints, inlets, cleanouts, and service stubs - including Storm Drain Pump Station, Phase I overland flow channel and storm drain detention basin					
SUBTOTAL ITEM 311					1,599,100	799,550	2,398,650
312		Sanitary sewer including trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, structures, manholes, joints, vents, cleanouts, and service stubs - including Pump Station					
SUBTOTAL ITEM 312					524,050	262,025	786,075
313		Auxiliary water supply system (AWSS) high pressure water including trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, valves, corrosion protection, service stubs and hydrant installation					
SUBTOTAL ITEM 313					179,000	89,500	268,500
314		Low pressure water including trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, valves, corrosion protection, service stubs and hydrant installation					
SUBTOTAL ITEM 314					458,500	229,250	687,750
315		Reclaimed water including trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, valves, corrosion protection, and service stubs					
SUBTOTAL ITEM 315					254,000	127,000	381,000
316		Natural gas line, including mainline extension, trenching, soil spoil offhaul and disposal, laterals and service stubs, backfill, compaction, and other associated work					
SUBTOTAL ITEM 316					20,000	10,000	30,000
317		Joint Trench including trenching, soil spoil off-haul and disposal, backfill, compaction, conduits, vaults, equipment, cables, various under ground costs, and miscellaneous structures. Total amount listed is subject to partial reimbursement by occupants					
SUBTOTAL ITEM 317					2,580,000	1,290,000	3,870,000
318		Curbs and gutters including soil offhaul and disposal, ac curbs, curb ramps, and driveway depressions					
SUBTOTAL ITEM 318					81,500	40,750	122,250
319		Street sections including grading, soil offhaul and disposal, base-rock, concrete base, conform-grinding, concrete barrier, and asphalt pavement, permanent and primary and final lifts					
SUBTOTAL ITEM 319					257,300	128,650	385,950
320		Signage and striping including all posts, foundations, sign attachments, striping, pavement markings, markers, delineators, and barriers					
SUBTOTAL ITEM 320					18,000	9,000	27,000
321		Sidewalks including final grading, soil offhaul and disposal, curb ramps, concrete sidewalk, and specialty treatments					
SUBTOTAL ITEM 321					130,000	65,000	195,000
322		Landscaping including structural backfill (tree vault), soil offhaul and disposal, associated irrigation, trees, shrubs and plants					

Community Facilities District No. 6 (South of Channel)

SUBTOTAL ITEM 322		160,000	80,000	240,000
323	Street lighting, including foundations, soil offhaul and disposal, conduit (exclusive of joint trench), conductors			
SUBTOTAL ITEM 323		340,000	170,000	510,000
324	Traffic signals, including poles, foundations, soil offhaul and disposal, conduit (exclusive of joint trench), conductors, signal heads and controllers, street name signs			
SUBTOTAL ITEM 324		250,000	125,000	375,000
Improvements defined on plans titled Owens St. and 16th St. Improvements				
325	Street furnishings including trash receptacles and bike racks			
SUBTOTAL ITEM 325		10,000	5,000	15,000
326	Storm drain including trenching, pipe, backfill, soil offhaul and disposal, compaction, structures, manholes, joints, inlets, cleanouts, and service stubs			
SUBTOTAL ITEM 326		373,720	186,860	560,580
327	Auxiliary water supply system (AWSS) high pressure water including trenching, soil offhaul and disposal, pipe, backfill, compaction, valves, corrosion protection, service stubs and hydrant installation			
SUBTOTAL ITEM 327		92,000	46,000	138,000
328	Reclaimed water including trenching, soil offhaul and disposal, pipe, backfill, compaction, valves, corrosion protection, and service stubs			
SUBTOTAL ITEM 328		80,000	40,000	120,000
329	Joint Trench including trenching, soil spoil off-haul and disposal, backfill, compaction, conduits, vaults, equipment, cables, various under ground costs, and miscellaneous structures. Total amount listed is subject to partial reimbursement by occupants.			
SUBTOTAL ITEM 329		1,000,000	500,000	1,500,000
330	Curbs and gutters including soil offhaul and disposal, ac curbs, curb ramps, and driveway depressions			
SUBTOTAL ITEM 330		22,000	11,000	33,000
331	Street sections including grading, soil offhaul and disposal, base-rock, concrete base, conform-grinding, concrete barrier, and asphalt pavement, permanent and primary and final lifts			
SUBTOTAL ITEM 331		200,500	100,250	300,750
332	Signage and striping including all posts, foundations, sign attachments, striping, pavement markings, markers, delineators, and barriers			
SUBTOTAL ITEM 332		7,000	3,500	10,500
333	Sidewalks including final grading, soil offhaul and disposal, curb ramps, concrete sidewalk, and specialty treatments			
SUBTOTAL ITEM 333		145,000	72,500	217,500
334	Landscaping including structural backfill (tree vault), soil offhaul and disposal, associated irrigation, trees, shrubs and plants			
SUBTOTAL ITEM 334		110,000	55,000	165,000
335	Street lighting, including foundations, soil offhaul and disposal, conduit (exclusive of joint trench), conductors			
SUBTOTAL ITEM 335		125,000	62,500	187,500
336	Traffic signals, including poles and foundations, soil offhaul and disposal, conduit (exclusive of joint trench), conductors, signal heads and controllers, street name signs			
SUBTOTAL ITEM 336		210,000	105,000	315,000
Totals		9,234,070	4,617,035	13,851,105

Community Facilities District No. 6 (South of Channel)

PARK P1 ACQUISITION FACILITY		Total (Hard Costs)	Total (Soft Costs)	Total Amount (hard cost + soft cost)
CFD component by block, street or parcel as appropriate				
General Components				
810	Land acquisition including pre-construction demolition and utility relocations and other costs			
DIVISION SUBTOTAL		193,882	96,941	290,823
811	Furnishings including play structures, recreation equipment, benches, fountains, trash receptacles, bike racks, signage and other miscellaneous equipment			
DIVISION SUBTOTAL		144,193	72,097	216,290
812	Underground wet and dry utilities, including sewer, storm drain, low pressure water, reclaimed water, high pressure water (AWSS), natural gas, electrical and telecommunications services, trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, structures, manholes, joints, inlets, cleanouts, service stubs, valves, corrosion protection, hydrants, vaults, conduits, equipment			
DIVISION SUBTOTAL		6,165	3,063	9,228
813	Hardscape including pedestrian and recreational surfaces, such as sidewalks, plazas, playgrounds, bikeways, seating areas, curbs, gutters, retaining walls, foundations, piles, grading, soil spoil off-haul and disposal, base-rock, standard and upgraded concrete and asphalt pavement, decomposed granite and other surfaces.			
DIVISION SUBTOTAL		739,195	369,598	1,108,793
814	Lighting and other electrical, including foundations, soil spoil off-haul and disposal, conduit (exclusive of joint trench), conductors			
DIVISION SUBTOTAL		141,247	70,624	211,871
815	Landscaping including structural backfill (tree vault), soil spoil off-haul and disposal, associated irrigation, trees, shrubs and ground covers, soil, soil amendments, rough and final grading, clearing, grubbing, wetland/channel bank restoration.			
DIVISION SUBTOTAL		1,067,540	533,770	1,601,310
816	Pavilions and other structures including piles, wood piers, including site preparation, soil spoil offhaul and disposal, foundations, structure, finishes, mechanical, electrical systems, specialty equipment			
DIVISION SUBTOTAL		879,983	439,982	1,319,945
Totals		3,172,185	1,586,093	4,758,278

		Hard Costs		
Pump Station #1 Acquisition Facility		0		
CFD component by block, street or parcel as appropriate	construction	Total (Hard Costs)	Total (Soft Costs)	Total Amount (hard cost + soft cost)
General Components				
1110	Land acquisition including pre-construction demolition and utility relocations and other costs	20,000	20,000	30,000
	DIVISION SUBTOTAL			
1111	Pump station including, but not limited to: site preparation, excavation, soil spoil haul off and disposal, structural, architectural, mechanical and electrical systems, outfall and other related components.	2,455,000	2,455,000	3,682,500
Totals		2,475,000	2,475,000	3,712,500

Community Facilities District No. 6 (South of Channel)

OWENS ST. AT PARK P1 ACQUISITION FACILITY			
CFD component by block, street or parcel as appropriate	Total (Hard Costs)	Total (Soft Costs)	Total Amount (hard cost + soft cost)
General Components			
901 Land acquisition including pre-construction demolition and utility relocations and other costs			
DIVISION SUBTOTAL	12,635	6,318	18,953
910 Street furnishings including trash receptacles and bike racks			
DIVISION SUBTOTAL	-	-	-
911 Storm drain including trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, structures, manholes, joints, inlets, cleanouts, and service stubs			
DIVISION SUBTOTAL	373,438	186,719	560,157
912 Sanitary sewer including trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, structures, manholes, joints, vents, cleanouts, and service stubs			
DIVISION SUBTOTAL	304,862	152,431	457,293
915 Reclaimed water including trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, valves, corrosion protection, and service stubs			
DIVISION SUBTOTAL	200,676	100,338	301,014
916 Natural gas line, including mainline extensions, laterals and service stubs, backfill, trenching, soil spoil off-haul and disposal, compaction and other associated work			
DIVISION SUBTOTAL	59,241	29,620	88,861
917 Joint Trench including trenching, soil spoil off-haul and disposal, backfill, compaction, conduits, vaults, equipment, cables, various under ground costs, and miscellaneous structures. Total amount listed is subject to partial reimbursement by occupants.			
DIVISION SUBTOTAL	533,165	266,583	799,748
918 Curbs and gutters including soil spoil off-haul and disposal, granite curbs, curb ramps, and driveway depressions			
DIVISION SUBTOTAL	9,485	4,743	14,228
919 Street sections including grading, soil spoil off-haul and disposal, base-rock, concrete base, conform-grinding, and asphalt pavement, primary and final lifts			
DIVISION SUBTOTAL	287,304	143,652	430,956
920 Signage and striping including all posts, foundations, sign attachments, striping, pavement markings, markers, delineators, and barriers			
DIVISION SUBTOTAL	68,754	34,377	103,131
921 Sidewalks including final grading, soil spoil off-haul and disposal, curb ramps, concrete sidewalk, and specialty treatments			
DIVISION SUBTOTAL	91,598	45,799	137,397
922 Landscaping including structural backfill (tree vault), soil spoil off-haul and disposal, associated irrigation, trees, shrubs and plants			
DIVISION SUBTOTAL	-	-	-
923 Street lighting, including foundations, soil spoil off-haul and disposal, conduit (exclusive of joint trench), conductors; and installation of Owner furnished anchor bolts, bases, poles, arms, and luminaires			
DIVISION SUBTOTAL	248,697	124,348	373,045
924 Traffic signals, including contractor furnished poles and foundations, soil spoil off-haul and disposal, conduit (exclusive of joint trench), conductors, signal heads and controllers, street name signs; and installation of Owner furnished anchor bolts, bases, poles, arms, and luminaires			
DIVISION SUBTOTAL	150,000	75,000	225,000
PENDING MUNI REIMBURSEMENT - INFRA. PLAN ITEM 924 ONLY	(75,000)	(13,500)	(88,500)
Totals	2,493,383	1,270,692	3,764,075

Community Facilities District No. 6 (South of Channel)

Third Street from Owens Street to South Common, Owens Street from Fourth to Third Streets					Total (Hard Costs)	Total (Soft Costs)	Total Amount (hard cost - soft cost)
CFD component by block, street or parcel as appropriate							
Bid Num	Component	Description	QTY	Units			
1001		Land acquisition including pre-construction demolition and utility relocations and other costs					
		SUBTOTAL ITEM 1001			189,164	84,582	253,746
1010		Street furnishings including trash receptacles and bike racks					
		SUBTOTAL ITEM 1010			89,820	48,910	148,730
1011		Storm drain including trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, structures, manholes, joints, inlets, cleanouts, and service stubs					
		SUBTOTAL ITEM 1011			725,625	382,813	1,088,438
1012		Sanitary sewer including trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, structures, manholes, joints, vents, cleanouts, and service stubs					
	0.01	12" 85		l.f.			
		SUBTOTAL ITEM 1012			507,938	253,989	761,906
1013		Auxiliary water supply system (AWSS) high pressure water including trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, valves, corrosion protection, service stubs and hydrant installation					
		SUBTOTAL ITEM 1013			507,938	253,989	761,906
1014		Low pressure water including trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, valves, corrosion protection, service stubs and hydrant installation					
		SUBTOTAL ITEM 1014			435,375	217,688	653,063
1015		Reclaimed water including trenching, soil spoil off-haul and disposal, pipe, backfill, compaction, valves, corrosion protection, and service stubs					
		SUBTOTAL ITEM 1015			382,813	181,406	544,219
1016		Natural gas line, including mainline extension, trenching, soil spoil offhaul and disposal, laterals and service stubs, backfill, compaction, and other associated work					
		SUBTOTAL ITEM 1016			217,688	108,844	326,531
1017		Joint Trench including trenching, soil spoil off-haul and disposal, backfill, compaction, conduits, vaults, equipment, cables, various under ground costs, and miscellaneous structures. Total amount listed is subject to partial reimbursement by occupants					
		SUBTOTAL ITEM 1017			2,031,750	1,015,875	3,047,625
1018		Curbs and gutters including soil offhaul and disposal, curb ramps, and driveway depressions					
		SUBTOTAL ITEM 1018			335,383	167,682	503,045
1019		Street sections including grading, soil offhaul and disposal, base-rock, concrete base, conform-grinding, concrete barrier, and asphalt pavement, permanent and primary and final lifts					
		SUBTOTAL ITEM 1019			1,283,082	641,548	1,924,630
1020		Signage and striping including all posts, foundations, sign attachments, striping, pavement markings, markers, delineators, and barriers					
		SUBTOTAL ITEM 1020			198,785	88,383	288,148
1021		Sidewalks including final grading, soil offhaul and disposal, curb ramps, concrete sidewalk, and specialty treatments					
		SUBTOTAL ITEM 1021			684,930	342,488	1,027,395
1022		Landscaping including structural backfill (tree vault), soil offhaul and disposal, associated irrigation, trees, shrubs and plants					
		SUBTOTAL ITEM 1022			1,879,902	838,951	2,519,853
1023		Street lighting, including foundations, soil offhaul and disposal, conduit (exclusive of joint trench), conductors					
		SUBTOTAL ITEM 1023			722,780	361,380	1,084,140
1024		Traffic signals, including poles, foundations, soil offhaul and disposal, conduit (exclusive of joint trench), conductors, signal heads and controllers, street name signs					
		SUBTOTAL ITEM 1024			500,000	300,000	900,000
Pending Muni Reimbursement for Item 1024: 50% of 1/2 of the Traffic Signals.					(150,000)	(177,000)	(327,000)
					10,412,821	5,104,481	15,517,382

ACQUISITION AGREEMENT

EXHIBIT C

SCHEDULE OF REIMBURSEMENTS

~~Amounts shown to be drawn from available Public Financing proceeds are entirely dependent on the availability of the proceeds of a Public Financing for such purpose, if and when any such Public Financing is issued.~~

Source of Obligation	From First Public Financing	Purpose	From Later Public Financings	Purpose
Formation Costs	\$1,992,832(1)	District Formation		
"Global" Costs	\$1,140,617(2)	Early engineering studies benefiting large areas of project		
Sewer Plant Exaction	\$5,000,000	Two separate payments of \$2.5 million		
Infrastructure Lands	\$2,643,000	Reimbursement for land purchased for public Infra., dedicated to City		
JPB Costs	\$222,000	JPB Rail Reimbursement		
Cost of Issuance	\$20,000	Initial payment for SOC appraisal		
Cost of Issuance	\$35,000	Developer Counsel O'Melveny & Meyers		
Cost of Issuance	\$20,000	Special Tax Consultant		

(1) Consisting of the following: Antonia Bava, Landscape Architect, \$56,462; Caldwell Flores Winters, Special Tax Consultant, \$9,548; Coblenz, Patch, Duffy & Bass LLP, legal expenses, \$22,620; Davis Langdon Adamson, Infra Cost Planning & Mgmt., \$37,480; David Taussig & Associates, Special Tax Consultant, \$45,255; JF Engineering & Co., infrastructure estimates, \$47,028; KCA Engineers, Infra Est/Phasing/Sewer, \$476,474; Lee & Ro, Inc., water quality consultant, \$73,923; Olin Partnership, Landscape Architect, \$134,540; O'Melveny & Myers, Developer's Bond Counsel, \$82,504; Peninsula Corridor, Rail Estimates, \$79,932; SF Redevelopment Agency, RDA Staff/City Attorney Fees, \$66,147; Santina & Thompson, Engineers/Rail Estimates, \$621,304; Treadwell Rolio, Environmental & Geotechnical, \$30,326; and Wilbur Smith Associates, Traffic Engineers, \$209,289.

(2) Consists of Master Streetscape Plans, \$252,969; Master BCDC Permit, \$178,845; Hardy Cross Study, \$19,362; Rail Infrastructure Plan, \$8,965; JPB Passenger Rail, \$65,377; CPUC Rail Crossing, \$371,756; Grading Plan, \$79,953; and Storm/Sewer, \$163,388.

ACQUISITION AGREEMENT

EXHIBIT D

FORM OF NOTICE OF FAILURE TO NOTIFY

RESPONSE REQUIRED TO AVOID DEEMED COMPLETION

_____, ____ [insert date of Notice]

Department of Public Works
City and County of San Francisco
1680 Mission Street
San Francisco, California 94103
Attn: Deputy Bureau Chief of Construction Management

Re: Payment Request No. ____ - Mission Bay South Acquisition Agreement, dated as of June 1, 2001, by and between the Redevelopment Agency of the City and County of San Francisco and Catellus Development Corporation

Dear Director of Public Works:

This notice is being delivered pursuant to Section 4.4 of the above-referenced Agreement (the "Agreement"). On _____, ____ the undersigned (the "Developer") submitted to you Payment Request No. ____ (the "Payment Request"). The purpose of this notice is to inform you, in accordance with Section 4.4 of the Agreement, that the Developer has not received notice from you, within ten (10) business days after submittal of the Payment Request, that the Payment Request is complete or what, if any, additional documentation is needed to complete the Payment Request.

Section 4.4 of the Agreement provides that a failure by you to notify the Developer that the Payment Request is incomplete on or before ten (10) business days after your receipt of this notice shall be deemed to mean that the Payment Request is complete.

If you have any questions regarding this notice or the Payment Request, please contact

CATELLUS DEVELOPMENT
CORPORATION, a Delaware corporation

By: _____

Title: _____

By: _____

Title: _____

cc: Mayor's Office of Economic Development
City and County of San Francisco
City Hall
1 Dr. Carlton B. Goodlett Place, Suite 436
San Francisco, CA 94102
Attn: Mission Bay Project Manager
Reference: Mission Bay South

Office of the City Attorney
1390 Market Street, 6th Floor
San Francisco, CA 94102
Attn: Jesse C. Smith
Reference: Mission Bay South

San Francisco Redevelopment Agency
770 Golden Gate Avenue
San Francisco, CA 94102-3102
Attn: Executive Director
Reference: Mission Bay South

San Francisco Redevelopment Agency
770 Golden Gate Avenue
San Francisco, CA 94102-3102
Attn: Mission Bay Project Manager
Reference: Mission Bay South

San Francisco Redevelopment Agency
770 Golden Gate Avenue
San Francisco, CA 94102-3102
Attn: General Counsel
Reference: Mission Bay South



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



14IE-0850

Street Improvement Permit

Address : Multiple Locations

Cost: \$1,234.27

Block: Lot: Zip:

Pursuant to article 2.4 of the Public Works Code in conjunction to DPW Order 178,940, permission, revocable at the will of the Director of Public Works, to construct improvements within the public right-of-way is granted to Permittee.

FOCIL - MB, LLC

Name: FOCIL - MB, LLC

Conditions	
NTR	0
Curb Cut Sq Footage	
Completion	This permit is valid until work is completed/signed-off by inspector
Remove, replace or reconstruct:	Reconstruction of intersection and infrastructure at Marioposa St and I-280 including storm drains, traffic signals and other surface improvements from plans dated 8/25/14.
Expiration Date	07/31/2015
Bond Amount:	1300000
Linear Footage	0
Bond Holder:	focil
Contact247	Refer to Agent
DPW Resolution #	
Inspection	This permit is invalid until the permittee contacts DPW at 554-7149 to activate the permit and schedule an inspection at least 72 hours prior to work. Failure to comply with the stated conditions will render this permit null and void.

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

Approved Date : 09/02/2014

Excavation and grading of subject area for street reconstruction shall be in accordance with approved plans and City specifications. Damaged areas adjacent to this construction shall be properly patched per City Inspector. Also, the permittee shall be responsible for any ponding due to the permitted work.

Applicant/Permittee _____ Date _____

Distribution:
 Outside BSM: BOE (Streets and Hyws) - P. Riviera
 Inside BSM: Street Improvement Inspection

Printed : 2/2/2018 1:05:58 PM Plan Checker John Kwong

STREET EXCAVATION REQUIREMENTS

1. The permittee shall call Underground Service Alert (U.S.A.), telephone number 811, 48 hours prior to any excavation.
2. All work including sidewalk and pavement cutting and removal, lagging, excavation, backfill, and sidewalk and pavement restoration shall be done by a licensed paving contractor and in accordance with the requirements of the Current Standard Specifications of Public Works.
3. All sidewalk work performed in the within the Downtown Streetscape Area as identified in Public Works Order No. 172,596 shall be done in accordance with and per the guidelines of Order No. 172,596.
4. Sidewalk and pavement restoration shall include the replacement of traffic lane and crosswalk striping, parking stall markings, and curb painting that might have been obliterated during street excavation. The permittee shall perform their work under on the following options:
 - a. Have the City forces do the striping and painting work at the permittees expense. The permittee shall make a deposit with the Department of Parking & Traffic for this purpose in an amount estimated by the Municipal Transportation Agency (MTA) 7th Floor 1 South Van Ness Ave telephone 701-4500, and notify the MTA at least 48 hours in advance of the time the work is to be done.
 - b. Perform the work themselves following instructions available at the Department of Parking & Traffic and MTA.
5. The permittee shall submit a non-refundable fee to Bureau of Street-Use and Mapping to pay for City Inspection of the backfill and pavement restoration. At least 48 hours in advance, the permittee shall make arrangements with the Street Improvement Section Inspectors, 554-7149, for an inspection schedule.
6. The permittee shall file and maintain an excavation bond in the sum of \$25,000.00 with the Department of Public Works, to guarantee the maintenance of the pavement in the excavation area for a period of 3 years following the completion of the backfill and pavement restoration pursuant to Article 2.4.40 of the Public Works Code.
7. The permittee shall conduct construction operations in accordance with the requirements of Article 900 Section 903(a) and (b) of the Traffic Code. The permittee shall contact the MTA 7th Floor 1 South Van Ness Ave telephone 701-4500, for specific restrictions before starting work.
8. The permittee shall obtain the required permits, if any, from regulating agencies of the State of California.
9. The permittee shall verify the locations of any City or public service utility company facilities that may be affected by the work authorized by this permit and shall assume all responsibility for any damage to such facilities. The permittee shall make satisfactory arrangements and payments for any necessary temporary relocation of City or public utility company facilities.
10. The permittee shall pay the required fee for sewer installation permit at the Plumbing Inspection Division, Department of Building Inspection, 1660 Mission Street and arrange for inspection of this work, telephone 558-6054.
11. Planting of trees and performance of any work in the right-of-way which may affect a tree and/or landscaping shall not be performed prior to obtaining a permit and/or another form of approval from Bureau of Urban Forestry (BUF), telephone: 554-6700.
12. Per DPW Order 178,806, the recycling of Cobble Stones and Granite Curb shall follow as:
 - a. Cobblestones shall be clean of dirt prior to transporting. Extreme care shall be taken during the transporting the cobblestones to minimize damage before delivery to City. The cobblestones shall be neatly and securely placed on pallets so they can be moved about safely after the delivery, The Minimum size of cobblestone shall be 4 inches square (16 square inches). The cobblestones shall be delivered, including off loading, to the lower lot at the Cesar Chavez Street Yard located at 2323 Cesar Chavez Street or at alternative location directed by the Department within the City of San Francisco. Contact the Department forty-eight hours (48 hours) prior to delivery. The Department can be reached at (415) 641-2627.
 - b. Granite Curb shall be neatly and securely placed on pallets so they can be moved about safely after delivery. The Contractor shall exercise care in transporting the granite curb to minimize damage. The length limit of recyclable granite curbs shall be no less than four feet. The granite curb shall be delivered, including off loading, to the back lot at the Griffith Pump Station located at 1105 Thomas Street or at an alternative location directed by the Department within the City of San Francisco. Contact Bureau of Street and Sewer Repair (BSSR) at least forty-eight hours (48 hours) prior to delivery. BSSR can be reached at (415) 695-2087.
13. In consideration of this Permit being issued for the work described in the application, Permittee on its behalf and that of any successor or assign, and on behalf of any lessee, promises and agrees to perform all the terms of this Permit and to comply with all applicable laws, ordinances and regulations.
14. Permittee agrees on its behalf and that of any successor or assign to hold harmless, defend, and indemnify the City and County of San Francisco, including, without limitation, each of its commissions, departments, officers, agents and employees (hereinafter collectively referred to as the "City") from and against any and all losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs or judgments including, without limitation, attorneys' fees and costs (collectively, "claims") of any kind allegedly arising directly or indirectly from (i) any act by, omission by, or negligence of, Permittee or its subcontractors, or the officers, agents, or employees of either, while engaged in the performance of the work authorized by this Permit, or while in or about the property subject to this Permit for any reason connected in any way whatsoever with the performance of the work authorized by this Permit, or allegedly resulting directly or indirectly from the maintenance or installation of any equipment, facilities or structures authorized under this Permit, (ii) any accident or injury to any contractor or subcontractor, or any officer, agent, or employee of either of them, while engaged in the performance of the work authorized by this Permit, or while in or about the property, for any reason connected with the performance of the work authorized by this Permit, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the work authorized by this Permit, (iii) injuries or damages to real or personal property, good will, and persons in, upon or in any way allegedly connected with the work authorized by this Permit from any cause or claims arising at any time, and (iv) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by Permittee in, under, on or about the property subject to this Permit or into the environment. As used herein, "hazardous material" means any substance, waste or material which, because of its quantity, concentration of physical or chemical characteristics is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.
15. Permittee must hold harmless, indemnify and defend the City regardless of the alleged negligence of the City or any other party, except only for claims resulting directly from the sole negligence or willful misconduct of the City. Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Permittee by the City and continues at all times thereafter. Permittee agrees that the indemnification obligations assumed under this Permit shall survive expiration of the Permit or completion of work.
16. Permittee shall obtain and maintain through the terms of this Permit general liability, automobile liability or workers' compensation insurance as the City deems necessary to protect the City against claims for damages for personal injury, accidental death and property damage allegedly arising from any work done under this Permit. Such insurance shall in no way limit Permittee's indemnity hereunder. Certificates of insurance, in form and with insurers satisfactory to the City, evidencing all coverages above shall be furnished to the City before commencing any operations under this Permit, with complete copies of policies furnished promptly upon City request.
17. The permittee and any permitted successor or assign recognize and understand that this permit may create a possessory interest.
18. Separate permit is required for excavation of side sewers. Installation authorized only by Class "A" or "C-42" Licensed Contractor or "C-12" with "C-36" Licensed Contractor. Authorization requires the filing of a \$25,000 excavation bond to cover the cost of City inspection and having obtained authorization to excavate in the roadway. The contractor shall obtain the proper permits and arrange for an inspection, for the section of pipe from the trap to the property, with the Plumbing Inspection Division at 1660 Mission Street, telephone 558-6054.
19. Pursuant to state law, all survey monuments must be preserved. No work (including saw cutting) may commence within 10' of a survey monument until an application for Monument Referencing has been approved and notification of monument referencing has occurred. Prior to construction, all CCSF survey monuments shall be referenced by a licensed Land Surveyor on a Corner Record or Record of Survey if any construction will take place within 10 ft. of a monument. For any questions please email Monument.Preservation@sfdpw.org or call 415-554-5827. Note, all survey monuments shall be preserved per state law and disturbance of a survey monument is a crime. Not all survey monuments are visible.

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Customer Service

Teamwork

Continuous Improvement

Permit Addresses

14IE-0850

*RW = RockWheel, SMC = Surface Mounted Cabinets, S/W = Sidewalk Work, DB = Directional Boring,
 BP= Reinforced Concrete Bus Pad, UB = Reinforced Concrete for Utility Pull Boxes and Curb Ramps
 Green background: Staging Only

Number of blocks: 7 Total repair size: 0 sqft Total Streetspace: 0 Total Sidewalk: sqft

ID	Street Name	From St	To St	Sides	*Other	Asphalt	Concrete	Street Space Feet	Sidewalk Feet
2	MARIPOSA ST	INDIANA ST	Intersection	Both	RW : False SMC : False S/W Only : False DB: False BP: False UB: False	0	0	0	
6		I-280 S ON RAMP	Intersection	Both	RW : False SMC : False S/W Only : False DB: False BP: False UB: False	0	0	0	
3		INDIANA ST	I-280 N OFF RAMP \ OWENS ST	Both	RW : False SMC : False S/W Only : False DB: False BP: False UB: False	0	0	0	
5		I-280 N OFF RAMP \ OWENS ST	I-280 S ON RAMP	Both	RW : False SMC : False S/W Only : False DB: False BP: False UB: False	0	0	0	
7		I-280 S ON RAMP	PENNSYLVANIA AVE	Both	RW : False SMC : False S/W Only : False DB: False BP: False UB: False	0	0	0	
Total						0	0	0	
4	OWENS ST	I-280 N OFF RAMP \ MARIPOSA ST	Intersection	Both	RW : False SMC : False S/W Only : False DB: False BP: False UB: False	0	0	0	
Total						0	0	0	
1	PENNSYLVANIA AVE	MARIPOSA ST	Intersection	Both	RW : False SMC : False S/W Only : False DB: False BP: False UB: False	0	0	0	
Total						0	0	0	

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Teamwork

Continuous Improvement

Exceptions - Coordination

** is mandatory that you coordinate your permit with the following jobs listed. You will be required to call each contact listed and create a note including the date contact was made, agreed coordination, name of contact, or date message(s) left if unable to reach a contact.*

Street Use Conflicts:

Job #	Date	Agency	Contact
13EXC-5286		M Squared Construction - Conflict with existing excavation permit. It is mandatory that you coordinate all work for joint paving.	(415) 336-2253 - (415) 336-6253
Your Notes:			
Streets: INDIANA ST / MARIPOSA ST - Intersection			

Permit Conflicts:

Permit #	Date	Agency	Contact
14EXC-6530	12/8/2014 - 1/9/2015	M Squared Construction	Joe Antonio (355-6600) email:
16 & 8-Inch Ductile Iron Water Main Installation on Indiana, Tennessee, Mariposa & 03rd St. (Contract No. 2683R)			
Your Notes:			
Streets:	TENNESSEE ST: 22ND ST intersection, TENNESSEE ST: 20TH ST to 22ND ST (900 - 1099), TENNESSEE ST: 20TH ST intersection, TENNESSEE ST: MARIPOSA ST to 18TH ST (600 - 699), TENNESSEE ST: MARIPOSA ST intersection, MINNESOTA ST: 04TH ST \ MARIPOSA ST to 18TH ST (500 - 599), MINNESOTA ST: 04TH ST \ MARIPOSA ST intersection, MARIPOSA ST: INDIANA ST to I-280 N OFF RAMP \ OWENS ST (800 - 899), MARIPOSA ST: INDIANA ST intersection, MARIPOSA ST: 04TH ST \ MINNESOTA ST to INDIANA ST (700 - 799), MARIPOSA ST: 04TH ST \ MINNESOTA ST intersection, MARIPOSA ST: TENNESSEE ST to 04TH ST \ MINNESOTA ST (600 - 699), MARIPOSA ST: TENNESSEE ST intersection, MARIPOSA ST: 03RD ST to TENNESSEE ST (500 - 599), MARIPOSA ST: 03RD ST intersection, INDIANA ST: 22ND ST intersection, INDIANA ST: 20TH ST to 22ND ST (800 - 999), INDIANA ST: 20TH ST intersection, INDIANA ST: 19TH ST to 20TH ST (700 - 799), INDIANA ST: 19TH ST intersection, INDIANA ST: MARIPOSA ST to 19TH ST (500 - 699), INDIANA ST: MARIPOSA ST intersection, 22ND ST: INDIANA ST to IOWA ST (1000 - 1099), 22ND ST: INDIANA ST intersection, 22ND ST: MINNESOTA ST to INDIANA ST (900 - 999), 22ND ST: TENNESSEE ST to MINNESOTA ST (800 - 899), 22ND ST: TENNESSEE ST intersection, 22ND ST: 03RD ST to TENNESSEE ST (700 - 799), 20TH ST: INDIANA ST intersection, 20TH ST: TENNESSEE ST intersection, 19TH ST: INDIANA ST intersection, 18TH ST: 03RD ST to TENNESSEE ST (600 - 699), 18TH ST: 03RD ST intersection, 16TH ST: 03RD ST intersection, 04TH ST: MARIPOSA ST \ MINNESOTA ST intersection, 03RD ST: 18TH ST to 19TH ST (2100 - 2198) - WEST -, 03RD ST: MARIPOSA ST to 18TH ST (2000 - 2098) - WEST -, 03RD ST: 18TH ST intersection, 03RD ST: 16TH ST to MARIPOSA ST (1800 - 1998) - WEST -, 03RD ST: MARIPOSA ST intersection, 03RD ST: CAMPUS WAY to 16TH ST (1700 - 1798) - WEST -, 03RD ST: 16TH ST intersection		

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Customer Service

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Exceptions

4IE-0850

Street Name	From St	To St	Message	Job	Contact	Dates
I-280 N OFF RAMP						
	MARIPOSA ST \ OWENS ST	Intersection	Blocks with Bicycle Route designations require special attention. For details see Section 10 of DPT's Blue Book and Section 6.3 of DPW's Order No. 171.442.	N/A		
	MARIPOSA ST \ OWENS ST	Intersection	No construction allowed in streets on game days at PacBell Park 2 hours before and until 2 hours after events. Day event hours: 10am-6pm. Night event hours: 4pm-Midnight. Call 415-972-2000ext0 for more information.	N/A		
	MARIPOSA ST \ OWENS ST	Intersection	Please refer to Figure 12 of Section 9.4(A) of the DPW Order No. 171,442 for special conditions for excavation in the vicinity of AWSS.	N/A		
	MARIPOSA ST \ OWENS ST	Intersection	Under G095 requirement, Contractor shall contact Muni Overhead Line Division of any work 10 feet in horizontal or vertical direction of overhead lines. Contact: Clifford Smethurst @ Clifford.Smethurst@sfmta.com, (415) 554-9220	N/A		
	MARIPOSA ST \ OWENS ST	Intersection	Proposed Excavation.	PG&E	Alain Billot -	Jun 1 2014-Dec 30 2015
I-280 S ON RAMP						
	MARIPOSA ST	Intersection	Blocks with Bicycle Route designations require special attention. For details see Section 10 of DPT's Blue Book and Section 6.3 of DPW's Order No. 171.442.	N/A		
	MARIPOSA ST	Intersection	No construction allowed in streets on game days at PacBell Park 2 hours before and until 2 hours after events. Day event hours: 10am-6pm. Night event hours: 4pm-Midnight. Call 415-972-2000ext0 for more information.	N/A		
	MARIPOSA ST	Intersection	Please refer to Figure 12 of Section 9.4(A) of the DPW Order No. 171,442 for special conditions for excavation in the vicinity of AWSS.	N/A		
	MARIPOSA ST	Intersection	Under G095 requirement, Contractor shall contact Muni Overhead Line Division of any work 10 feet in horizontal or vertical direction of overhead lines. Contact: Clifford Smethurst @ Clifford.Smethurst@sfmta.com, (415) 554-9220	N/A		

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Street Name	From St	To St	Message	Job	Contact	Dates
INDIANA ST						
	MARIPOSA ST	Intersection	Conflict with existing Street Use Permit.	13IE-1001	Refer to Agent - Refer to Agent	Jan 2 2014-Jan 2 2015
	MARIPOSA ST	Intersection	Blocks with Bicycle Route designations require special attention. For details see Section 10 of DPT's Blue Book and Section 6.3 of DPW's Order No. 171.442.	N/A		
	MARIPOSA ST	Intersection	No construction allowed in streets on game days at PacBell Park 2 hours before and until 2 hours after events. Day event hours: 10am-6pm. Night event hours: 4pm-Midnight. Call 415-972-2000ext0 for more information.	N/A		
	MARIPOSA ST	Intersection	Please refer to Figure 12 of Section 9.4(A) of the DPW Order No. 171,442 for special conditions for excavation in the vicinity of AWSS.	N/A		
	MARIPOSA ST	Intersection	Proposed Excavation.	PG&E	Alain Billot -	Jun 1 2014-Dec 30 2015
	MARIPOSA ST	Intersection	Proposed Excavation.	SF Planning	Adam Varat -	Jan 1 2020-Dec 31 2020
MARIPOSA ST						
	INDIANA ST	Intersection	Conflict with existing Street Use Permit.	13IE-1001	Refer to Agent - Refer to Agent	Jan 2 2014-Jan 2 2015
	I-280 N OFF RAMP OWENS ST	I-280 S ON RAMP -	Blocks with Bicycle Route designations require special attention. For details see Section 10 of DPT's Blue Book and Section 6.3 of DPW's Order No. 171.442.	N/A		
	I-280 N OFF RAMP OWENS ST	I-280 S ON RAMP -	Mission Bay.	N/A		
	I-280 N OFF RAMP OWENS ST	I-280 S ON RAMP -	No construction allowed in streets on game days at PacBell Park 2 hours before and until 2 hours after events. Day event hours: 10am-6pm. Night event hours: 4pm-Midnight. Call 415-972-2000ext0 for more information.	N/A		
	I-280 N OFF RAMP OWENS ST	I-280 S ON RAMP -	Please refer to Figure 12 of Section 9.4(A) of the DPW Order No. 171,442 for special conditions for excavation in the vicinity of AWSS.	N/A		
	I-280 N OFF RAMP OWENS ST	I-280 S ON RAMP -	Under G095 requirement, Contractor shall contact Muni Overhead Line Division of any work 10 feet in horizontal or vertical direction of overhead lines. Contact: Clifford Smethurst @ Clifford.Smethurst@sfmta.com, (415) 554-9220	N/A		
	I-280 N OFF RAMP OWENS ST	Intersection	Blocks with Bicycle Route designations require special attention. For details see Section 10 of DPT's Blue Book and Section 6.3 of DPW's Order No. 171.442.	N/A		

Street Name	From St	To St	Message	Job	Contact	Dates
	I-280 N OFF RAMP \ OWENS ST	Intersection	No construction allowed in streets on game days at PacBell Park 2 hours before and until 2 hours after events. Day event hours:10am-6pm. Night event hours: 4pm-Midnight. Call 415-972-2000ext0 for more information.	N/A		
	I-280 N OFF RAMP \ OWENS ST	Intersection	Please refer to Figure 12 of Section 9.4(A) of the DPW Order No. 171,442 for special conditions for excavation in the vicinity of AWSS.	N/A		
	I-280 N OFF RAMP \ OWENS ST	Intersection	Under G095 requirement, Contractor shall contact Muni Overhead Line Division of any work 10 feet in horizontal or vertical direction of overhead lines. Contact: Clifford Smethurst @ Clifford.Smethurst@sfmta.com, (415) 554-9220	N/A		
	I-280 S ON RAMP	Intersection	Blocks with Bicycle Route designations require special attention. For details see Section 10 of DPT's Blue Book and Section 6.3 of DPW's Order No. 171.442.	N/A		
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	I-280 S ON RAMP	Intersection	Please refer to Figure 12 of Section 9.4(A) of the DPW Order No. 171,442 for special conditions for excavation in the vicinity of AWSS.	N/A		
	I-280 S ON RAMP	Intersection	Under G095 requirement, Contractor shall contact Muni Overhead Line Division of any work 10 feet in horizontal or vertical direction of overhead lines. Contact: Clifford Smethurst @ Clifford.Smethurst@sfmta.com, (415) 554-9220	N/A		
	I-280 S ON RAMP	PENNSYLVANIA AVE -	Blocks with Bicycle Route designations require special attention. For details see Section 10 of DPT's Blue Book and Section 6.3 of DPW's Order No. 171.442.	N/A		
	I-280 S ON RAMP	PENNSYLVANIA AVE -	Mission Bay.	N/A		
	I-280 S ON RAMP	PENNSYLVANIA AVE -	No construction allowed in streets on game days at PacBell Park 2 hours before and until 2 hours after events. Day event hours:10am-6pm. Night event hours: 4pm-Midnight. Call 415-972-2000ext0 for more information.	N/A		

Street Name	From St	To St	Message	Job	Contact	Dates
	I-280 S ON RAMP	PENNSYLVANIA AVE -	Please refer to Figure 12 of Section 9.4(A) of the DPW Order No. 171,442 for special conditions for excavation in the vicinity of AWSS.	N/A		
	I-280 S ON RAMP	PENNSYLVANIA AVE -	Under G095 requirement, Contractor shall contact Muni Overhead Line Division of any work 10 feet in horizontal or vertical direction of overhead lines. Contact: Clifford Smethurst @ Clifford.Smethurst@sfmta.com, (415) 554-9220	N/A		
	INDIANA ST	I-280 N OFF RAMP \ OWENS ST -	Blocks with Bicycle Route designations require special attention. For details see Section 10 of DPT's Blue Book and Section 6.3 of DPW's Order No. 171.442.	N/A		
	INDIANA ST	I-280 N OFF RAMP \ OWENS ST -	Mission Bay,	N/A		
	INDIANA ST	I-280 N OFF RAMP \ OWENS ST -	No construction allowed in streets on game days at PacBell Park 2 hours before and until 2 hours after events. Day event hours: 10am-6pm. Night event hours: 4pm-Midnight. Call 415-972-2000ext0 for more information.	N/A		
	INDIANA ST	I-280 N OFF RAMP \ OWENS ST -	Please refer to Figure 12 of Section 9.4(A) of the DPW Order No. 171,442 for special conditions for excavation in the vicinity of AWSS.	N/A		
	INDIANA ST	I-280 N OFF RAMP \ OWENS ST -	Under G095 requirement, Contractor shall contact Muni Overhead Line Division of any work 10 feet in horizontal or vertical direction of overhead lines. Contact: Clifford Smethurst @ Clifford.Smethurst@sfmta.com, (415) 554-9220	N/A		
	INDIANA ST	Intersection	Blocks with Bicycle Route designations require special attention. For details see Section 10 of DPT's Blue Book and Section 6.3 of DPW's Order No. 171.442.	N/A		
	INDIANA ST	Intersection	No construction allowed in streets on game days at PacBell Park 2 hours before and until 2 hours after events. Day event hours: 10am-6pm. Night event hours: 4pm-Midnight. Call 415-972-2000ext0 for more information.	N/A		
	INDIANA ST	Intersection	Please refer to Figure 12 of Section 9.4(A) of the DPW Order No. 171,442 for special conditions for excavation in the vicinity of AWSS.	N/A		
	PENNSYLVANIA AVE	Intersection	Blocks with Bicycle Route designations require special attention. For details see Section 10 of DPT's Blue Book and Section 6.3 of DPW's Order No. 171.442.	N/A		

Street Name	From St	To St	Message	Job	Contact	Dates
	PENNSYLVANIA AVE	Intersection	No construction allowed in streets on game days at PacBell Park 2 hours before and until 2 hours after events. Day event hours: 10am-6pm. Night event hours: 4pm-Midnight. Call 415-972-2000ext0 for more information.	N/A		
	PENNSYLVANIA AVE	Intersection	Please refer to Figure 12 of Section 9.4(A) of the DPW Order No. 171,442 for special conditions for excavation in the vicinity of AWSS.	N/A		
	I-280 N OFF RAMP \ OWENS ST	Intersection	Proposed Excavation.	PG&E	Alain Billot -	Jun 1 2014-Dec 30 2015
	INDIANA ST	I-280 N OFF RAMP \ OWENS ST -	Proposed Excavation.	PG&E	Alain Billot -	Jun 1 2014-Dec 30 2015
	INDIANA ST	Intersection	Proposed Excavation.	PG&E	Alain Billot -	Jun 1 2014-Dec 30 2015
	INDIANA ST	Intersection	Proposed Excavation.	SF Planning	Adam Varat -	Jan 1 2020-Dec 31 2020
	PENNSYLVANIA AVE	Intersection	Proposed Excavation.	SF Planning	Adam Varat -	Jan 1 2020-Dec 31 2020
OWENS ST						
	I-280 N OFF RAMP \ MARIPOSA ST	Intersection	Blocks with Bicycle Route designations require special attention. For details see Section 10 of DPT's Blue Book and Section 6.3 of DPW's Order No. 171.442.	N/A		
	I-280 N OFF RAMP \ MARIPOSA ST	Intersection	No construction allowed in streets on game days at PacBell Park 2 hours before and until 2 hours after events. Day event hours: 10am-6pm. Night event hours: 4pm-Midnight. Call 415-972-2000ext0 for more information.	N/A		
	I-280 N OFF RAMP \ MARIPOSA ST	Intersection	Please refer to Figure 12 of Section 9.4(A) of the DPW Order No. 171,442 for special conditions for excavation in the vicinity of AWSS.	N/A		
	I-280 N OFF RAMP \ MARIPOSA ST	Intersection	Under G095 requirement, Contractor shall contact Muni Overhead Line Division of any work 10 feet in horizontal or vertical direction of overhead lines. Contact: Clifford Smethurst @ Clifford.Smethurst@sfmta.com, (415) 554-9220	N/A		
	I-280 N OFF RAMP \ MARIPOSA ST	Intersection	Proposed Excavation.	PG&E	Alain Billot -	Jun 1 2014-Dec 30 2015
PENNSYLVANIA AVE						
	MARIPOSA ST	Intersection	Blocks with Bicycle Route designations require special attention. For details see Section 10 of DPT's Blue Book and Section 6.3 of DPW's Order No. 171.442.	N/A		

Street Name	From St	To St	Message	Job	Contact	Dates
	MARIPOSA ST	Intersection	No construction allowed in streets on game days at PacBell Park 2 hours before and until 2 hours after events. Day event hours: 10am-6pm, night event hours: 4pm-Midnight. Call 415-972-2000ext0 for more information.	N/A		
	MARIPOSA ST	Intersection	Please refer to Figure 12 of Section 9.4(A) of the DPW Order No. 171,442 for special conditions for excavation in the vicinity of AWSS.	N/A		
	MARIPOSA ST	Intersection	Proposed Excavaou.	SF Planning	Adam Varat	Jan 1 2020-Dec 31 2020

No Diagram submitted



MEMORANDUM

TO: John Rahajm, Director, Planning Department
Nadia Sesay, Executive Director, Office of Community Investment and
Infrastructure
Mohammed Nuru, Director, Public Works

FROM: *ll*
sm Alisa Somera, Legislative Deputy Director
Land Use and Transportation Committee

DATE: March 6, 2018

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Land Use and Transportation Committee has received the following proposed legislation, introduced by Supervisor Kim on February 27, 2018:

File No. 180189

Ordinance accepting the irrevocable offer of public infrastructure acquisition facilities associated with the Mission Bay South Mariposa Street intersection infrastructure improvements adjacent to Highway Interstate 280 ("Mariposa Street Intersection Public Infrastructure"); dedicating the Mariposa Street Intersection Public Infrastructure for public use and designating such Public Infrastructure for public street and roadway purposes; accepting the Mariposa Street Intersection Public Infrastructure for City maintenance and liability purposes, subject to specified limitations; adopting findings under the California Environmental Quality Act; making findings of consistency with the General Plan, the eight priority policies of Planning Code, Section 101.1, and the Mission Bay South Redevelopment Plan; accepting a Public Works Order making recommendations and certifications related to the Mariposa Street Intersection Public Infrastructure; and authorizing official acts in connection with this Ordinance, as defined herein.

If you have comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or by email at: alisa.somera@sfgov.org.

c: Scott Sanchez, Planning Department
Lisa Gibson, Planning Department
AnMarie Rodgers, Planning Department
Aaron Starr, Planning Department
Joy Navarrete, Planning Department
Laura Lynch, Planning Department
David Steinberg, Public Works
Jeremy Spitz, Public Works
Jennifer Blot, Public Works
John Thomas, Public Works
Lena Liu, Public Works



Infrastructure Task Force

February 16, 2018

Supervisor Jane Kim
Board of Supervisors
1 Dr. Carlton B. Goodlet Place
San Francisco, Ca 94102-4689

Mark Farrell
Mayor

Mohammed Nuru
Director

Subject: Acceptance of Mission Bay South Route I-280 & Mariposa Street
Intersection Improvements

Jerry Sanguinetti
Manager

Street Use and Mapping
1155 Market St., 3rd floor
San Francisco, CA 94103
tel 415-554-5810

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

Supervisor Kim:

Attached please find copies of the supporting documents (one set) for the proposed Ordinance which will accept improvements on a portion of Mariposa Street, dedicating such improvements for public use and designating such areas and improvements for public street and roadway purposes.

The following is a list of the supporting documents (one set):

1. Ordinance (submitted by City Attorney's Office)
2. Legislative Digest (submitted by City Attorney's Office)
3. Department of Public Works Order No. 187181
4. Formal letter from the Office of Community Infrastructure and Investment consistency determination and recommendation for Board of Supervisors acceptance of facilities.
5. Formal letter from the Department of City Planning determining consistency with the General Plan and making environmental findings.
6. Irrevocable Offer of the Mission Bay Route I-280 & Mariposas Street Intersection Public Infrastructure Improvements to the City and County of San Francisco.
7. Conditional Assignment of Warranties and Guaranties
8. Mission Bay South Acquisition Agreement
9. Mission Bay Route I-280 & Mariposa Street Intersection Improvements Permit 14IE-0850

This constitutes the full package needed for submittal to the Clerk of the Board. Please let me know when the package is delivered to the Clerk of the Board. My staff will need to submit the documentation digitally via email to the Clerk's Office. I thank you in advance for your help with this matter.

Please feel free to contact me for any assistance needed.

Sincerely,

A handwritten signature in black ink that reads "Barbara L. Moy".

Barbara L. Moy
Task Force Manager San Francisco Public Works
Phone: (415) 588-4050
Email: barbara.moy@sfdpw.org

Print Form

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2018 FEB 27 PM 12:25
Time stamp
or meeting date

Introduction Form

By a Member of the Board of Supervisors or Mayor

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor [redacted] inquiries"
- 5. City Attorney Request.
- 6. Call File No. [redacted] from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No. [redacted]
- 9. Reactivate File No. [redacted]
- 10. Question(s) submitted for Mayoral Appearance before the BOS on [redacted]

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.

Sponsor(s):

Kim

Subject:

Mission Bay South - Accepting the Mariposa Street Intersection Adjacent to Interstate 280

The text is listed:

Attached

Signature of Sponsoring Supervisor:

For Clerk's Use Only

