

**INTERDEPARTMENTAL MASTER ENCROACHMENT PERMIT
AND MAINTENANCE AGREEMENT (Mission Rock - Phase 1)**

1. PARTIES AND BACKGROUND

1.1 Parties. The City and County of San Francisco Department of Public Works (the “**Department**” or “**Public Works**”) enters into this Interdepartmental Master Encroachment Permit and Maintenance Agreement (“**Agreement**”) with the Port of San Francisco (the “**Permittee**” or “**Port**”), on this date, _____, 2024 for reference purposes only (“**Reference Date**”). The Interdepartmental Master Encroachment Permit collectively refers to the Department approved plan(s), street improvement permit(s), and other authorizations, and this Agreement, including its Attachments, Addenda, and accompanying documents (the “**Permit**” or “**IMEP**”). In this Agreement, “the **City**” refers to the City and County of San Francisco and all affiliated City agencies including, but not limited to, the Department, the San Francisco Public Utilities Commission (“**SFPUC**”), the San Francisco Fire Department (“**SFFD**”), the San Francisco Municipal Transportation Agency (“**SFMTA**”), and Port in its regulatory capacity, but not in Port’s proprietary capacity as trustee and Permittee. (Port and City are collectively, the “**Parties**”).

1.2 Background.

1.2A This Interdepartmental Master Encroachment Permit is approved by the Board of Supervisors of the City and County of San Francisco and issued to the Port of San Francisco, a department of the City and County of San Francisco under the authority of the Port Commission and pursuant to its trust obligations pursuant to the Burton Act. The terms of this Permit are based upon the identity and relationship of Public Works and the Port as constituent parts of the City and County of San Francisco, and as cooperative partners in exercising their respective responsibilities pursuant to the San Francisco Charter, Municipal Code, California Constitution, and other applicable laws. The Parties acknowledge and anticipate that the terms and conditions may differ for a Master Encroachment Permit issued to a different permittee, including pursuant to any assignment hereunder.

1.2B The City entered into a Development Agreement with Seawall Lot 337 Associates, LLC (“**Master Developer**”) dated as of August 15, 2018, and recorded in the City’s official records on August 17, 2018, as Instrument No. DOC-2018-K656939-00 (the “**DA**”), and Port entered into a Disposition and Development Agreement with Master Developer, dated as of August 15, 2018, and recorded in the City’s official records on August 17, 2018, as Instrument No. DOC-2018-K656938-00, as may be amended (the “**DDA**”).

1.2C The Port and Master Developer also entered into a Master Lease dated as of August 15, 2018, a memorandum of which was recorded in the Official Records on August 17, 2018 as Document No. 2018-K656941-00 (the “**Memorandum of Master Lease**”), as amended by that certain First Memorandum of Technical Corrections which was further memorialized in that certain First Memo of Technical Corrections that was recorded in the Official Records on January 31, 2020 as Document No. 2020-K898106, and as further amended by that certain First

Amendment to Master Lease dated as of June 25, 2020, and as further amended by that certain Second Amendment to Master Lease dated as of October 16, 2020, which was further memorialized in that certain Second Amendment to Memo of Lease that was recorded in the Official Records on December 10, 2020 as Document Number 2020-065518, and as further amended by that certain Third Amendment to Master Lease dated as of February 1, 2021, which was further memorialized in that certain Fourth Amendment to Memorandum of Master Lease that was recorded in the Official Records on June 3, 2021 as Document Number 2021090340 (collectively as amended and memorialized in the Official Records, the “**Master Lease**”).

1.2D Each of these agreements related to the development of the Mission Rock project (the “**Project**”) on a portion of the Port’s property, which includes the area subject to the Mission Rock Special Use District (Planning Code Section 249.80) (the “**SUD**”), which is generally bounded by China Basin on the north, 3rd Street on the west, Mission Rock Street on the south, and the San Francisco Bay, Pier 50, Pier 48-1/2, and the San Francisco Bay on the east. Pursuant to the DDA, Master Developer will construct throughout the SUD, roadways, utility and traffic facilities, and other appurtenances, which are intended to be accepted by the City.

1.2E The purpose of this Agreement is to authorize the construction, placement, maintenance and repair, from time to time, of the custom improvements that will be located within the public right-of-way within Public Works’ future jurisdiction and the assignment of sidewalk maintenance responsibility. This Agreement delegates to the Public Works Director the authority to amend this Agreement from time to time as necessary to cover future custom improvements or sidewalks constructed pursuant to the DDA.

1.2F Portions of the property subject to this IMEP and other property within the SUD are also subject to a separate master encroachment permit and a separate license for the Project’s district utility systems that have been or will be issued to Mission Rock Utilities, Inc., a Delaware nonprofit corporation, which documents include separate maintenance and restoration obligations.

1.2G Concurrent with approval of this IMEP, the Board of Supervisors is considering legislation in Board File No. _____ to allow Port to permit third parties to maintain specified minor encroachments in the public right-of-way, such as café tables and chairs. Such encroachments to be permitted by the Port are not Improvements as defined in this IMEP and are not subject to this IMEP. The roles of Port and Public Works with respect to such encroachments are defined in the legislation and in a separate Memorandum of Understanding between the Parties.

1.2H On _____, the San Francisco Planning Department issued a letter determining that issuance of this Permit, among other actions, was covered by the Final Environmental Impact Report for the Seawall Lot 337 and Pier 48 Mixed-Use Project (Planning Department Records 2013.0208ENV , ENV, DVA). All applicable provisions of the Mitigation Monitoring and Reporting Program (MMRP) adopted as part of the project approvals apply to Permittee’s activities pursuant to this Permit.

2. PERMIT INFORMATION

2.1 Interdepartmental Master Encroachment Permit (IMEP) Approval: Board of Supervisors Resolution No. [REDACTED] on file with the Clerk of the Board in File No. [REDACTED].

2.2 Description/Location of Property (See Attachment 1): The Mission Rock 28-Acre Site Project Area, as described in Attachment 1. The Project is roughly bounded by China Basin to the north, San Francisco Bay, Pier 48 and a half, and Pier 50 to the east, the northern edge of the Mission Rock Street right-of-way to the south, and the eastern edge of the 3rd Street right-of-way to the west.

2.3 Description/Location of Full Project Area Subject to Permit (See Attachment 2, Global Diagram): Those portions of Bridgeview Way, Dr. May Angelou Way, and Toni Stone Crossing within the boundaries described in Section 2.2, above; and the portions of sidewalks on the east side of 3rd Street fronting the boundaries described in Section 2.2 above.

2.4 Description of Improvements (See Attachment 3):

- (a) Sculptural Public Art Installations (i.e., sculpture elements, special sidewalk paving, sculpture foundation systems)
 - i. “Toni Stone Statue” by Dana King
 - ii. “Pop Rocks” by Terrain Works
 - iii. “Open Table” by Oyler Wu
 - iv. “Lounge” by 1000 Architects. (Installation of Lounge is indefinitely deferred due to lack of funding; design was approved and installation contemplated in the SIP and is further approved via this Agreement.)
- (b) Custom benches
- (c) Custom waste receptacles
- (d) Stone Blocks (streetlight protection features on Dr. Maya Angelou Way)
- (e) Raptor Bollard Operating Pedestals
- (f) Fire Lane Markers
- (g) Flush Electrical Outlets and associated infrastructure (e.g. subsurface electrical conduit, utility junction boxes, etc.)
- (h) 12kV Electrical conduit serving China Basin Park extending from the Bridgeview Paseo to an SFPUC interrupter sited in the adjacent Toni Stone sidewalk
- (i) Tactile Trapezoidal Delineators
- (j) Trench Drains
- (k) Round Tree Grates
- (l) Square Tree Grates
- (m) Sidewalk Landscaping and associated infrastructure (subsurface drip irrigation lines, irrigation controllers, etc.)
- (n) Concrete Unit Pavers in the sidewalk furnishing zone
- (o) Custom monolithic concrete paving
- (p) Pedestrian wayfinding signage totems
- (q) Deepened Curbs adjacent to sidewalk landscaping areas

- (r) Storm Drain main lines connecting Port open spaces (the Bridgeview and Dr. Maya Angelou Paseos) to the SFPUC storm drain mainline in Toni Stone Crossing.
- (s) Custom Signage (e.g. Bike informational signage, public dock signs, Bay Trail Signs, Vehicular Parking Signs)
- (t) Interim Surface Features at the Dr. Maya Angelou Way/Channel Street intersection (e.g. Asphaltic Concrete paving, flush curb, sidewalk landscaping and associated irrigation systems, aggregate base between lightweight cellular concrete (LCC) road base, and surface paving.
- (u) Nonstandard curb wrapping around PG&E manhole and associated railing on 3rd Street fronting China Basin Park

The term “**Improvements**” shall mean those improvements in the public right-of-way as described in the attachments listed in Section 2.8, the Infrastructure Plan (DDA Exhibit B3), and, once issued, the street improvement permit or other permits for encroachments for each phase (“**SIPs**”), as those attachments and SIPs are amended and supplemented from time to time, including as Permit Area is annexed and as updated with “as-built” plans. Public Works will add Improvements owned by Port to the City’s GIS database.

2.5 Description of Sidewalks:

The “**Sidewalks**” shall mean the sidewalks and sidewalk area, including any parking strip, parkway, automobile runway, and curb (as described in Public Works Code Section 706), exclusive of the Improvements subject to this Permit, that are within the area described in Section 2.3 and **Attachment 2**, Global Diagram.

2.6 Master Developer

Seawall Lot 337 Associates, LLC, c/o San Francisco Giants

Attn: Jack Bair, General Counsel

24 Willie Mays Plaza

San Francisco, CA 94107

Re: Mission Rock,

Permittee

The Port of San Francisco

Attn: Elaine Forbes, Executive Director

Pier 1, The Embarcadero

San Francisco, CA 94111

2.7 Contact Information. The Permittee shall provide to Public Works, SFMTA, 311 Service Division, and SFPUC the information for a minimum of two (2) contact persons with direct relation to or association with, or is in charge of or responsible for, the Permit. Permittee shall notify both Public Works and SFMTA within thirty (30) calendar days of any changes in the Permittee’s personnel structure, and submit the required contact information of the current and responsible contacts. If and when the City’s 311 Service Division (or successor public complaint

system program) allows direct communications with the contact person(s) for the Permit, the Permittee shall participate in this program.

Contact Person Number 1

Last Name, First Name: _____ [Port to provide]
Title/Relationship to Owner: _____
Phone Numbers: _____
Email Addresses: _____
Mailing Address: _____
Office Address: _____

Contact Person Number 2

Last Name, First Name: _____ [Port to provide]
Title/Relationship to Owner: _____
Phone Numbers: _____
Email Addresses: _____
Mailing Address: _____
Office Address: _____

2.8 List of Attachments. The documents listed below are attached to or accompany this Permit, which will be amended or further supplemented with the documents identified in this Section 2.8 and Section 6 following annexations of Permit Areas into the Permit.

Attachment 1: Property Information. Map identifying the property.

Attachment 2: Global Area and Permit Area Documentation.

The “**Global Area**” refers to the full, project-wide area that will include Improvements subject to this Permit. The “**Global Area Documentation**” shall consist of the following:

- (a) Diagram showing the Global Area and generally describing the type and anticipated location of Improvements subject to this Permit for all phases of the project (“**Global Diagram**”), with accompanying general description of the Improvements.
- (b) Diagram showing the actual location of Phase 1 surface Improvements, with accompanying description of Improvements.
- (c) Diagram showing the actual location of Phase 1 subsurface Improvements, with accompanying description of Improvements.
- (d) Subsequent diagrams and descriptions shall be provided to depict the actual location of subsequent construction, including but not limited to subsequent phases.

The “**Permit Area**” refers to areas that include constructed or installed Improvements subject to Permittee’s maintenance responsibility. The Permit Area shall refer to areas for which a Notice of Annexation has been approved by the Director which may include Improvements subject to maintenance responsibilities that have been assigned to a

Home Owners' Association or Master Owners' Association ("**Owners' Association**"). As described in Section 6, subsequent Notices of Annexation shall establish specific Permit Areas and, if required, identify the fronting properties associated with the Permit Areas. The "**Permit Area Documentation**" shall consist of the following:

- (a) Written description of the area where the encroachment(s) exist and the boundaries.
- (b) A detailed description of the Improvements.
- (c) Diagram showing the Permit Area and identifying all Improvements in the Permit Area ("**Precise Diagram**"). The Precise Diagram shall be a separate document from the SIPs.

Attachment 3: Maintenance Documents

Attachment 3A: Maintenance Matrix. Table listing all Improvements in the Global Area and identifying the maintenance responsibility for them ("**Maintenance Matrix**"). The table shall include all physical treatments, facilities, and elements, whether standard or custom, to clarify responsibility. As used herein, the term "Maintenance Matrix" refers only to those portions of Attachment 3A addressing the Improvements subject to the Permit (i.e., Port encroachments on public right-of-way in Public Works jurisdiction); other portions of the document are included for convenience only and are not incorporated by reference into this Agreement.

Attachment 3B: Maintenance Plan. A written document that contains a description of the means and methods to maintain the Improvements (the "**Maintenance Plan**"). For the Global Area, the description may be general. For the Permit Area, the description must be detailed. The Maintenance Plan shall identify the daily, weekly, monthly, and annual routine maintenance, repair and replacement tasks, as applicable ("**Permitted Activities**"), and any specialized equipment (in the event that the Improvements incorporate such specialized equipment) necessary for continued operation of the Improvements. For each category of the Permitted Activities, Permittee shall provide the regular (e.g. daily, weekly, etc.) estimated expenses, including labor hours, cost per hour, and materials needed for maintenance. In addition, Permittee shall provide a total estimated annual operating expense and include: regular maintenance expenses, replacement costs, costs for any specialized equipment (in the event that the Improvements incorporate such specialized equipment) necessary for continued operation of the Improvements, and the expected lifespan of any custom materials subject to regular use. The Maintenance Plan also may identify whether a Community Benefit District, Business Improvement District, Community Facilities District or similar Special Tax-Based Entity (a "**Special Tax Entity**") will expend monetary or staff resources on the Permit Area for maintenance or other activities, and documentation, to the Public Works Director's reasonable satisfaction, that the monetary and/or staff resources are available and committed to perform the maintenance obligation.

Attachment 4: Operations Manual List. Permittee shall submit a document or manual describing how to operate any specialized equipment necessary for continued operation of the Improvements along with manufacturer's instructions for operation and maintenance ("**O&M Manuals**") and other pertinent information about the equipment. These documents are for Public Works file purposes and not attached to this Agreement; a list of the O&M Manuals will be attached to this Agreement. At the City Engineer's discretion, the City Engineer may allow the Permittee to defer submission of the Operations Manuals and the list until completion of the Improvements in accordance with the SIPs.

Attachment 5: Notice of Assignment. See Section 16.

The City Engineer shall review and certify the description of the **Global Area and Permit Area** (Attachment 2), **Maintenance Matrix** and **Maintenance Plan** (Attachment 3), and **O&M Manuals** (Attachment 4), and any necessary updates submitted with a Notice of Annexation. The Department shall not issue the permit until the City Engineer has completed the review and certified the required attachments.

3. EFFECTIVE DATE; REVOCABLE, NON-EXCLUSIVE PERMIT; RECORDATION

(a) Following Board of Supervisors approval and confirmation the Department has received all required permit documents and fees, the Department shall issue the approved Permit and provide written notice of issuance of the Permit. The date this Maintenance Agreement is finally executed shall be the "**Effective Date.**"

(b) The privilege given to Permittee under this Agreement is revocable in accordance with this Agreement, personal, non-exclusive, non-possessory, and effective only insofar as the rights of City in the public right-of-way ("**PROW**") are concerned. This Permit does not grant any rights to construct or install Improvements in the Permit Area; construction and installation of the Improvements will be authorized under a separate street improvement permit or street excavation permit issued by the Public Works, and the Port, as applicable, for such work.

Without limiting any other rights that Permittee may have as the underlying fee owner and/or trustee of the Permit Area or pursuant to that certain Jurisdiction and Maintenance Memorandum of Understanding, among the Parties, dated for reference purposes as of March 5, 2024 (the "**Jurisdictional MOU**"), commencing on the Effective Date, Permittee shall be authorized to enter upon and use the PROW for the purpose of maintaining, repairing and replacing the Improvements within the Permit Area(s) subject to the terms, conditions, and restrictions set forth herein.

(c) The Director may require this Permit to be recorded in accordance with Sections 6.1 and 16.2.

(d) The Board also delegated to the Director of Public Works the ability to divide this Permit into separate master permits or individual major encroachment permits, and to approve contiguous and non-contiguous annexation of new areas of the project site into the Permit.

4. MONITORING AND MAINTENANCE RESPONSIBILITIES FOR IMPROVEMENTS; SIDEWALK MAINTENANCE

4.1 The Permittee's maintenance responsibility generally shall be limited to the Improvements in the Permit Area, and its immediate vicinity, including any sidewalk damage directly related to the Improvements or Permitted Activities. Permittee acknowledges its responsibility to maintain and monitor the Permit Area and its Improvements according to a "**Maintenance Monitoring and Reporting Program**," document performance of the maintenance activities as described herein, and retain documentary evidence of the maintenance activities (the "**Maintenance Report**") for a minimum of three (3) years. Within ten (10) days from the date of the Public Works Director's written request for maintenance information, the Permittee shall provide proof that the maintenance activities have been performed according to the requirements and frequency of maintenance described in the Maintenance Plan.

If Port assigns the maintenance obligations herein to another person pursuant to Section 16.1 (the "**Maintenance Assignee**"), or assigns this Agreement, in whole or in part, to another person pursuant to Section 16.2 (the "**Non-Port Permittee**") (collectively, "**Assignee**"), the Assignee shall: 1) on a regular quarterly basis, document the general condition of the entire Permit Area and all elements in accordance with the Maintenance Plan, and 2) maintain a written and image log of all non-routine maintenance issues, including, but not limited to: defects, damages, defacing, complaints, and repairs performed on Permit elements and the Permit Area. The regular monitoring images and/or video shall be taken from all angles necessary to show the entirety of the Permit Area and all Improvements. The images for the logged maintenance issues and repairs shall clearly show (1) the location and detail of any damaged or defaced elements or areas, including areas for which it has received complaints, and (2) its repair and restoration. Permittee shall maintain all files and, upon request by City, provide them in a format and media consistent with current standards for data retention and transfer, such as a USB flash drive with connective capability to a commonly available personal computer. In the event Port assigns only the maintenance responsibility to a Maintenance Assignee in accordance with Section 16.1, the Maintenance Assignee shall be responsible for compliance with this Section 4 and Port as Permittee will provide all records upon request of the Department, in accordance with City standard reporting processes. For any time period during which Port as Permittee has not assigned maintenance responsibility to a Maintenance Assignee, representatives from Port and Public Works shall meet and confer to determine a mutually agreeable documentation and reporting protocol.

The Maintenance Report, at a minimum, shall include the following information: date and time of maintenance; description and type of encroachment element requiring repair, resolution, or restoration and method used to repair, resolve, or restore it; time and duration to repair, resolve, or restore such element; company (and contact information for the company) that performed the repair, resolution, or restoration.

4.2 Sidewalk Maintenance.

4.2A. Permittee acknowledges that, pursuant to Public Works Code Section 706, as amended from time to time (“**Section 706**”), Permittee is responsible for Sidewalk maintenance. In furtherance of this obligation, Permittee has contractually obliged the long-term lessee and owner of vertical property fronting the sidewalks in the PROW (each a “**Fronting Property Owner**”) to be responsible for Sidewalk maintenance.

4.2B. In accordance with Public Works Code Section 786, pursuant to Board of Supervisors Resolution No. [REDACTED], the Board of Supervisors authorized the Director of Public Works, in consultation with the Port, to assign some or all of a Fronting Property Owner’s obligations under Section 706 to an agent or assignee of the Permittee, such as an Owners’ Association.

4.2C. [RESERVED]

4.2D. Where the Port as Fronting Property Owner will no longer be responsible for the maintenance of Sidewalks fronting its property due to an amendment to Section 706, et seq. that establishes such maintenance responsibility to be the responsibility of a lessee of the Port with a lease term of thirty-five (35) or more years (a “**Long-Term Lease**”) for the fronting property, the subject Sidewalks may be removed from this Permit by amendment and/or by assignment of responsibility for the subject Sidewalks to the new Fronting Property Owner (i.e., long-term lessee) as a Non-Port Permittee pursuant to Section 16.2. From and after the amendment of Section 706, lessees of Long-Term Leases shall be “Fronting Property Owners” as used in this Agreement.

4.2E. Where the Sidewalks were removed from the Permit via amendment and not assignment pursuant to Section 4.2C or 4.2D, the new Fronting Property Owner may, at a later time, request Public Works Director approval to annex the subject Sidewalk area back into this Permit and thereafter assign Sidewalk maintenance responsibility pursuant to Section 16.2.

4.2F. If it is unclear whether sidewalk maintenance is the responsibility of Permittee or the responsibility of a Fronting Property Owner, agent, assignee, or Owners’ Association who is not the Permittee under Public Works Code Section 706 or 786, the Department shall determine which party or parties are responsible. If the situation so warrants, the Department may assign responsibility for sidewalk maintenance to one or more parties.

4.2G. Unless otherwise provided herein, the Public Works Code, including Sections 706 - 708.2, applies to the rights and obligations of Fronting Property Owners with respect to the Sidewalks.

5. CONDITIONS OF ENTRY AND USE

By entering into this Agreement, Permittee acknowledges its responsibility to comply with all requirements for maintenance of the Improvements as specified in this Agreement, Public

Works Code Section 786 et seq., Article 2.4 of the Public Works Code (“**Excavation in the Public Right-of-Way**”), and as directed by the Public Works Director. Permittee shall comply and cause its agents to comply, with each of the following requirements in its performance of the Permitted Activities.

5.1 Permits, Permissions, and Approvals

5.1A Requirement to Obtain all Regulatory Permits and Approvals.

Permittee and Master Developer shall obtain all permits, licenses, and approvals of applicable regulatory agencies (“**Regulatory Permits**”) required to commence and complete construction of the Improvements in the PROW and performance of the Permitted Activities, and that all such Regulatory Permits shall be delivered to the Department. Permittee recognizes and agrees that City’s approval of the Permit and this Agreement for purposes of performance of the Permitted Activities shall not be deemed to constitute the grant of any or all other Regulatory Permits needed for the Permitted Activities, and nothing herein shall limit Permittee’s obligation to obtain all such Regulatory Permits, at Permittee’s sole cost.

Permittee shall obtain from other parties any further permission necessary to perform its activities under the Permit and this Agreement arising due to any other existing rights affecting the PROW.

5.1B Subsequent Excavation within Permit Area. When maintenance of the Improvements requires excavation as described in Article 2.4 of the Public Works Code, or prevents public access through the Permit Area, or obstructs the movement of vehicles or bicycles where allowed by law, Permittee shall apply for applicable permits from the Department and any other affected City agencies. Permittee or agent of Permittee shall comply with all excavation permit bonding and security requirements that the Department deems necessary when performing or causing to be performed any excavations or occupancies within the Permit Area.

5.1C Additional Approvals. Further permission from the Department may be required prior to Permittee’s performance of work within the Permit Area including, but not limited to, the restoration of a temporarily restored trench, removal and replacement of a tree or other landscaping, or repair of damaged or uplifted sidewalk or other paving material. This Agreement does not limit, prevent, or restrict the Department from approving and issuing permits for the Permit Area including, but not limited to, occupancy, encroachment, and excavation permits. The Department shall include as a condition in all subsequent permits issued in the Permit Area that any subsequent permittee notify and coordinate with the Permittee prior to occupying, encroaching, or excavating within the Permit Area.

5.2 Exercise of Due Care

During any entry on the Permit Area to perform any of the Permitted Activities, Permittee shall, at all times and at its sole cost, perform the Permitted Activities in a manner that maintains the Permit Area in a good, clean, safe, secure, sanitary, and attractive condition. Permittee shall use due care at all times to avoid any damage or harm to the Permit Area or any Improvements or

property located thereon or adjacent to, and to take such soil and resource conservation and protection measures within the Permit Area as are required by applicable laws and as City may reasonably request in writing, including but not limited to compliance with the Soil Management Plan Mission Rock Development, San Francisco California (Ramboll US Corporation, 10/18/2019) as amended and as interpreted by regulatory agencies with jurisdiction. Permittee shall not perform any excavation work without City's, or Port's, if applicable, prior written approval. Under no circumstances shall Permittee knowingly or intentionally damage, harm, or take any rare, threatened, or endangered species on or about the Permit Area. While on the Permit Area to perform the Permitted Activities, Permittee shall use commercially reasonable efforts to prevent and suppress fires on and adjacent to the Permit Area attributable to such entry.

5.3 Cooperation with City Personnel and Agencies, and Fronting Property Owners

Permittee shall work closely with City personnel to avoid unreasonable disruption (even if temporary) of access to the Improvements and property in, under, on or about the Permit Area and City and public uses of the Permit Area. Permittee shall perform work in accordance with the Permit and this Agreement. Permittee also shall perform work pursuant to one or more Street Improvement Permits or General Excavation Permits and in accordance with Public Improvement Agreements associated with each phase of development if either or both are applicable.

Permittee shall provide advance notice and work closely with Master Developer and each Fronting Property Owner of property fronting the applicable portion of the Permit Area on which Permitted Activities are occurring.

5.4 Permittee's Maintenance and Liability Responsibilities

5.4A Permittee's Maintenance and Liability.

(a) Permittee acknowledges its maintenance and liability responsibility for the Improvements (including, but not limited to, materials, elements, fixtures, etc.) in accordance with the Permit and this Agreement, including all Attachments and Addenda, and all applicable City permits, ordinary wear and tear excepted. Permittee agrees to maintain, or ensure said Improvements are maintained, as constructed pursuant to the SIPs, as reasonably determined by the Public Works Director, and in accordance with any other applicable City permits or authorizations. Permittee shall reimburse the Department for any work performed by the Department as a result of the Permittee's failure to comply with the maintenance and restoration terms as specified in this Agreement under Section 9. Permittee is wholly responsible for any Improvements installed in the Permit Area that are subject to this Permit's terms and for the quality of the work performed in the Permit Area under this Agreement. Except as set forth in Sections 5.4A(b) and (c), Permittee is liable for all claims directly related to the Improvements and any condition caused by Permittee's performed work. Neither the issuance of any permit nor the inspection, nor the repair, nor the suggestion, nor the approval, nor the acquiescence of any person affiliated with the City shall excuse the Permittee from such responsibility or liability.

(b) The City acknowledges that while the Permittee retains the primary responsibility for all construction, installation, maintenance and repair activities, certain limited or supplemental

maintenance and repair activities may be performed or financed by a Community Benefit District, Business Improvement District, Community Facilities District or similar Special Tax-Based Entity (the “**Special Tax Entity**”) rather than the Permittee. Special Tax Entity activities, if any, shall be set forth in an Attachment and added to this Agreement. Notwithstanding the foregoing, the Department shall hold the Permittee responsible for compliance with all provisions of the Permit and this Agreement without regard to whether the violation occurred through an act, omission, negligence, or willful misconduct of the Permittee or the Special Tax Entity. Only if Permittee can demonstrate to the satisfaction of the Public Works Director that the Special Tax Entity is solely responsible for the act, omission, negligence, or willful misconduct and the Public Works Director makes a written finding to this effect, shall the Public Works Director act directly against only the Special Tax Entity. Under such circumstances, the Permittee shall not be responsible and liable hereunder for the act, omission, negligence, or willful misconduct that the Public Works Director identifies in writing, and no Uncured Default (as hereinafter defined) shall be deemed by Public Works to have occurred by the Permittee, as a result of the Special Tax Entity’s acts, omissions, negligence or willful misconduct. In the event that the Special Tax Entity should cease to exist or that the Special Tax Entity’s maintenance and repair responsibilities are changed, then Permittee shall be responsible or assume responsibility for all activities that are no longer the responsibility of or being performed by the Special Tax Entity.

(c) In the event that the Public Works Director agrees to maintain one or more of the Improvements pursuant to Section 5.9B of this Agreement, Permittee shall not be responsible for the quality of maintenance or restoration work performed, nor liable for the resulting consequences of City work.

5.4B Abatement of Unsafe, Hazardous, Damaged, or Blighted Conditions.

Permittee acknowledges its maintenance responsibility to abate any unsafe, hazardous, damaged, or blighted conditions. Following receipt of a notice by the Department of an unsafe, damaged, or blighted condition, Permittee shall immediately respond to the notice and restore the site to the condition specified on the SIPs within thirty (30) calendar days, unless the Department specifies a shorter or longer compliance period based on the nature of the condition or the problems associated with it; provided, however, to the extent that such restoration cannot be completed using commercially reasonable efforts within such thirty (30) calendar day period or other period specified by the Department, then such period shall be extended provided that the Permittee has commenced and is diligently pursuing such restoration. In addition, Permittee acknowledges its responsibility to abate any hazardous conditions (e.g., slip, trip, and fall hazards) if such condition results directly or indirectly from the Improvements, promptly upon receipt of notice from the Department. For unsafe or hazardous conditions, the Permittee shall immediately place or cause to be placed temporary measures to protect the public. Failure to promptly respond to an unsafe or hazardous condition or to restore the site within the time specified in the Department’s notice may result in the Department’s performing the temporary repair or restoration in order to protect the public health, safety, and welfare. Permittee shall reimburse the Department for any such temporary repair or restoration. Failure to abate the problem also may result in the Department’s issuance of a Correction Notice, Notice of Violation, and/or request for reimbursement fees to the Department for departmental and other City services necessary to abate the condition in accordance with Section 9. Any temporary repair or restoration does not relieve Permittee of its obligation to maintain and restore the Improvements to the standards described in Section 5.4A.

5.4C [RESERVED]

5.4D Custom Elements. The Permittee has elected to install materials, facilities, fixtures, or features that do not meet the City's criteria for standard construction, operation, maintenance, and repair ("**Custom Elements**") and the City has approved such Custom Elements. The Permittee: (i) acknowledges its responsibility for the operation, maintenance, repair, and replacement of the Custom Elements as constructed per the SIPs, (ii) shall separately meter any service utility required to operate the Custom Elements, and (iii) shall be responsible for providing such utility service at Permittee's own cost. As an exception, if the Custom Elements are facilities such as street lights and they are installed in locations identified by the City as standard streetlight locations, the City may elect to power the streetlights and not require a separate meter. As between the City and Port, so long as Permittee is Port, Port is responsible for any claims related to Port's or its Maintenance Assignee's operation, maintenance, repair, and replacement of Custom Elements. If Port assigns maintenance responsibilities to a Maintenance Assignee or assigns this Agreement, in whole or in part, to a "Non-Port Permittee" pursuant to Section 16, Assignee shall indemnify and hold Port and City harmless against any claims related to Assignee's operation, maintenance, repair, and replacement of Custom Elements. This Section 5.4D does not apply to those custom streetlights accepted by SFPUC as a variant as they are not encroachments subject to this Permit.

5.5 Mitigation Monitoring and Reporting Program

Permittee shall comply with all applicable provisions of the MMRP adopted as part of the Project approvals.

5.6 Annual Certification of Insurance

Upon receipt of a written request by the Department, but no more than annually, any Assignee of the Port's responsibilities under this Permit shall submit written evidence to the Department indicating that the requirements of Section 8 (Insurance) and Section 10 (Maintenance Fund and Security) have been satisfied. So long as Port is Permittee, Port shall have no obligations under this Section 5.6.

5.7 Damage to and Cleanliness and Restoration of Permit Area and City Owned or Controlled Property

Permittee, at all times, shall maintain the Improvements within the Permit Area in a clean and orderly manner to the reasonable satisfaction of the Public Works Director. Following any construction activities or other activities on the Permit Area, Permittee shall remove all debris and any excess dirt from the Permit Area and Improvements.

If any portion of the Permit Area, any City-owned or controlled property located adjacent to the Permit Area, including other PROW or private property in the vicinity of the Permit Area, is damaged by any of the activities conducted by Permittee hereunder, Permittee shall immediately,

at its sole cost, repair any and all such damage and restore the Permit Area or affected property to its previous condition to the satisfaction of the Public Works Director.

5.8 Excavation or Temporary Encroachment within the Permit Area

Permittee acknowledges its maintenance responsibility following any excavation or temporary encroachment of any portion or portions of the Permit Area as described below.

5.8A Excavation by City or UCP Holders. After providing public notice according to Article 2.4 of the Public Works Code, any City Agency or Public Utility may excavate within the PROW, which may include portions of the Permit Area. A “City Agency” shall include, but not be limited to, the SFPUC, SFMTA, and any City authorized contractor or agent, or their sub-contractor. “Public Utility” shall include any company or entity currently holding a valid Utility Conditions Permit (“UCP”) or a valid franchise with the City or the California Public Utilities Commission. Permittee acknowledges that it will provide and not obstruct access to any utilities and facilities owned and operated by any City Agency or a Public Utility at any time within the Permit Area for maintenance, repair, and/or replacement.

Emergency work. In the case of an emergency, a City Agency or Public Utility need not notify the Permittee of emergency work until 2 days after the emergency situation has been abated, at which point the Department shall cooperate with affected City departments and must provide written notice to the Permittee concerning the emergency work.

In the performance of any excavation in the Permit Area by a City Agency or Public Utility, it shall be the responsibility of the Permittee to coordinate with the City Agency or Public Utility and restore the site to the condition specified on the SIPs, provided, however, the excavator shall implement commercially reasonable precautions to protect the Permit Area and any Improvements located within the Permit Area from injury or damage during the excavation or future work. Following excavation by a City Agency or a Public Utility, (a) in the case where there are Custom Elements, the excavator shall only be obligated to backfill and patch the site to a safe condition, unless Permittee requests the City Agency or Public Utility to restore the site to the City standard elected by Permittee, in which case, where feasible, the City Agency or Public Utility will restore the site to the City standard elected by Permittee; (b) in the case where there are only City standard materials, the excavator shall be obligated to backfill the site to a safe condition, and where feasible, restore the site to City standards. The City Agency or Public Utility shall not replace Custom Elements or Improvements that the City Agency or Public Utility may remove or damage in connection with such excavation or site access. Permittee shall be responsible and bear all costs for the restoration of all disturbed Custom Elements and the other Improvements that are not restored by a City Agency or Public Utility to the condition as specified on the SIPs.

In the case where the excavated portion of the Permit Area consists of only City standard materials, the City Agency or Public Utility shall complete its restoration work as prescribed in the Public Works Code Article 2.4 and supplemental Director’s Orders, following the completion of the excavation or temporary encroachment.

In the case where the excavated portion of the Permit Area consists partially or fully of custom materials, the Permittee shall restore or cause to be restored the Improvements in the excavated portions of the Permit Area to the condition specified on the design for the Improvements within the duration of the permit, after the issuance of any permits required by the City; provided, however, to the extent that such restoration cannot be completed using commercially reasonable efforts within the permit duration, then the permittee shall submit a permit extension request as required under the Public Works Code, the Department shall extend such period provided that the Permittee has commenced and is diligently pursuing such restoration.

The Permittee shall not seek or pursue compensation from a City Agency or a Public Utility for Permittee's coordination of work or the inability to use the Permit Area for the duration of excavation or occupancy.

5.8B Excavation by Private Parties. Following any excavation of any portion or portions of the Permit Area by a private party (e.g., contractor, property owner, or resident), it shall be the responsibility of the private party and the Permittee to coordinate the restoration of the site and the private party shall bear all the cost of restoration; provided, however, that in all events the private party shall be required to restore the excavated portion or portions of the Permit Area to the condition specified on the SIPs within the duration of the excavation permit, after completion of the excavation or temporary encroachment, provided, however, to the extent that such restoration cannot be completed using commercially reasonable efforts within the excavation permit duration, then the permittee shall submit a permit extension request as required under the Public Work Code, Department shall extend such period provided that the private party has commenced and is diligently pursuing such restoration. If the private party fails to perform such restoration, then the Permittee should notify the Department of such failure in writing and allow any Departmental corrective procedures to conclude prior to pursuing any and all claims against such private party related thereto should the Permittee have such third-party rights. The City, through its separate permit process with that private party, shall require that private party to bear all the costs of restoration and cooperate with the Permittee on how the restoration is performed and how any costs that the Permittee assumes for work performed (time and materials) are reimbursed. The Permittee shall only seek or pursue compensation from the private party for work performed (time and materials) and shall not seek or request compensation for coordination or the inability to use the Permit Area for the duration of excavation or occupancy, provided that Permittee is provided with access to Permittee's property. Nothing in this Section 5.8B modifies the obligations set forth in Section 5.4A.

5.8C Temporary Encroachments for Entities Other Than Permittee.

In the case of temporary encroachments, which may include the temporary occupancy of portions of the Permit Area or the temporary relocation of Improvements (elements or fixtures) from the Permit Area, Permittee shall work collaboratively with the entity that will be temporarily encroaching the Permit Area ("**Temporary Encroacher**") to coordinate the temporary removal and storage of the Improvements from the affected portion of the Permit Area, when necessary. It shall be the responsibility of the Temporary Encroacher to protect in-place any undisturbed portion of the Permit Area.

Where the Temporary Encroacher is a private party, the private party shall be responsible for any costs for removal, storage, and maintenance of the Improvements, and restoration associated with restoration of the Permit Areas. The obligation to coordinate and restore under this section shall be a condition of the City permit issued to the Temporary Encroacher. If the Temporary Encroacher fails to coordinate with Permittee and compensate the Permittee or restore the Permit Area, then the Permittee should notify the Department of such failure in writing.

The Permittee may only seek or pursue compensation from the Temporary Encroacher for costs incurred (time and materials) to temporarily relocate and replace Improvements, and shall not seek or request compensation for coordination or the inability to use the Permit Area for the duration of the Temporary Encroacher's occupancy.

Where the Temporary Encroacher is a City Agency or a Public Utility, Permittee shall be responsible for any costs for removal, storage, maintenance, and restoration associated with the Improvements and any associated areas within the Permit Area, and the City Agency or Public Utility, as applicable, shall be responsible for restoration of any standard City features or Improvements. The City Agency or the Public Utility or its contractors shall not be responsible for Permittee's temporary removal and storage costs.

The Permittee shall be responsible for ensuring the Permit Area has been restored within thirty (30) calendar days following the completion of the temporary encroachment; provided, however, to the extent that such restoration cannot be completed using commercially reasonable efforts within such thirty (30) calendar day period, then such period shall be extended provided that the Permittee has commenced and is diligently pursuing such restoration.

5.8D Additional Time to Complete Site Restoration Where Future Work Is Anticipated

Prior to the Permittee's undertaking of any restoration of the applicable portion of the Permit Area to the conditions specified in the Improvement Plans, the Permittee and the City shall confer as to whether any party (e.g., any City Agency, Public Utility, or private party) intends to perform any future work (e.g., any excavation or temporary encroachment) that would be likely to damage, disrupt, disturb or interfere with any restoration of the Permit Area. If such future work is anticipated within six (6) months following completion of any then proposed excavation or temporary encroachment, then the Permittee's deadline for restoring the site shall be automatically extended. The Permittee may submit to the Department a written request for an extension to the restoration deadline if future work is anticipated to commence more than six (6) months from the completion of the prior excavation and temporary encroachment. Department may condition approval of such request on Permittee's temporary repair to an adequate interim condition. If the restoration deadline is extended as set forth above, then the Permittee shall be obligated to complete the restoration within the timeframes specified in this Agreement.

5.9 Permit Revocation; Termination; Modification of Agreement

5.9A Permit Revocation or Termination

Permittee acknowledges and agrees that the obligations of the Permittee or Permittee's successor(s) in interest to perform the Permitted Activities shall continue for the term of the Permit. The City reserves the right to revoke the Permit under the procedures set forth in the Public Works Code Sections 786 et seq. and, if applicable, as specified in the Board of Supervisors' or the Public Works Director's approval of the Permit.

A termination or revocation of the Permit under the procedures set forth in Public Works Code Sections 786 et seq. shall result in an automatic termination of this Agreement as to the affected portion of the Permit Area, and all of Permittee's responsibilities and obligations hereunder shall terminate, unless otherwise provided for in this Agreement. The City may partially terminate or revoke the Permit as to those portions of the Permit Area subject to default and the City may elect to allow the Permit to remain effective as to all portions of the Permit Area that are not subject to default.

If the Permit is terminated by Permittee or revoked or terminated by City (each an **"IMEP Termination Event"**) with respect to a portion or portions of the Permit Area, Permittee shall convert the Improvements therein to a condition specified by City for a standard PROW or as the Public Works Director deems appropriate under the circumstances at Permittee's sole cost (the **"Right-of-Way Conversion"**) by (i) applying for, and providing the materials necessary to obtain, a street improvement permit or other authorization from City for the performance of such conversion work; (ii) performing such conversion work pursuant to the terms and conditions of such street improvement permit or other City authorization; and (iii) warranting that the conversion work will meet the standards required by a Public Works street improvement permit for a duration not less than one (1) year from the date Public Works confirms that the work is complete, subject to any extension that the Public Works Director may grant in the Public Works Director's discretion. Notwithstanding the potential obligation for Permittee to perform Right-of-Way Conversion(s) upon an IMEP Termination Event, the Public Works Director has determined that the Improvements identified in Attachment 2 as "No Conversion Necessary" shall not be required to be converted to a condition specified by City for a standard PROW or as the Public Works Director deems appropriate under the circumstances, but shall be maintained or restored in good and working order in accordance with the original design, as it may be modified from time to time by mutual agreement between Permittee and the Public Works director.

The obligation of Permittee or Permittee's successor in interest to remove the Improvements and restore the PROW to a condition satisfactory to the Public Works Director shall survive the revocation, expiration, or termination of this Permit. Upon completion of the Right-of-Way Conversion, and subject to Section 5.9B, Permittee shall have no further obligations under the Permit for the portion of the Permit Area subject to the completed Right-of-Way Conversion and to the extent the Public Works Director has agreed to terminate the Permittee's obligations in regard to all or a portion of the Right-of-Way Conversion, except as to any applicable warranty.

The City and any and all City subdivisions or agencies shall be released from any responsibility to maintain the existence of Improvements and shall not be required to preserve or maintain the Improvements in any capacity following the termination or revocation of the Permit unless the Department, in its discretion and in accordance with this Agreement, agrees to an alternative procedure.

5.9B Modification or Termination of the Agreement

(a) Following the approval of the Notice of Annexation, and recordation in the Official Records if required pursuant to Section 6.1, this Agreement shall continue and remain in full force and effect at all times in perpetuity except if the City elects to terminate Permittee's maintenance obligations pursuant to this Section 5.9 and provides written notice to the address provided in Section 2.7. Under such circumstances, this Agreement shall terminate at the time specified in such written notice with exception to those terms as specified in this Agreement that apply to any remaining Permit obligations. If this Permit or the Notice of Annexation was recorded, City shall record evidence of any such termination in the Official Records.

(b) At any time during the term of the Permit, Permittee may request to amend the scope of such Permitted Activities or, subject to compliance with Section 5.9A, to decrease the Permit Area or scope of Improvements subject to the Permit, through a written amendment to this Agreement. The Public Works Director, in the Director's sole discretion, may approve, approve with conditions, or deny the requested amendment. If the Public Works Director approves an amendment, both Parties shall execute the approved amendment and arrange for its recordation, if it amends a recorded Permit or Notice of Annexation. Further, Permittee and Public Works Director may, but are not required to, execute a written modification of this Agreement to provide for the Department's maintenance of a portion or all the Improvements as described in the Permit Area Documentation. In the event of such modification of this Agreement, the Department may require Permittee to pay the Department for the cost of maintaining specified Improvements as described in the Maintenance Plan (defined in Section 2.8). The Public Works Director's written modification shall, among other relevant terms, identify the specific portion of the Improvements that the Department shall maintain and the terms of Permittee's payments.

(c) In addition, Permittee and City may mutually elect to modify Permittee's obligation to perform the Right-of-Way Conversion described in Section 5.9.A including any modification necessary to address any Improvements that cannot be modified or replaced with a PROW improvement built according to the City's standard specifications. Any such modification may include, but not be limited to, Permittee's agreement to convert, at its sole cost, specified Improvements to a PROW improvement built according to the City's standard specifications while leaving other specified Improvements in their as-is condition, with Permittee assuming a continuing obligation to pay for City's costs to maintain and replace such remaining Improvements. In addition, any such modification may address any applicable City requirements for maintenance security payment obligations and City's acquisition of specialized equipment needed to perform the maintenance work, however, no such specialized equipment shall be required for Improvements built to City standards. If City and the Permittee mutually agree to any modification to the Right-of-Way Conversion that results in Permittee assuming such a maintenance payment obligation, Permittee shall execute and acknowledge, and City shall have the right to approve and to record in the Official Records of San Francisco County, an amendment to this Agreement, if recorded, that details such payment obligation.

5.10 Green Maintenance Requirements

In performing any Permitted Activities that require cleaning materials or tools, Permittee, to the extent commercially reasonable, shall use cleaning materials or tools selected from the

Approved Alternatives List created by City under San Francisco Environmental Code, Chapter 2, or any other material or tool approved by the Public Works Director. Permittee shall properly dispose of such cleaning materials or tools.

6. ANNEXATION OF PROPERTY INTO SCOPE OF PERMIT

6.1 Annexation of Property and Improvements into Permit

The Permit Area may be expanded or new permit areas may be established according to this Section 6. New area containing Improvements or Sidewalks (each area shall be referred to as an “**Annexation Area**”) may be annexed into the Permit or, as delegated by the Board of Supervisors, may constitute separate master encroachment permits or discrete street encroachment permits (each shall be identified as a “**Sub-Permit Area**”), as further described below, upon: i) approval by the Public Works Director according to the procedures set forth in this Section 6 and ii) the Department’s issuance of a Notice of Completion or Certificate of Conformity (or equivalent determination establishing that improvements are eligible for acceptance or have been completed according to the approved SIPs) for Improvements completed within the proposed Annexation Area.

(a) **Annexation Application Approval Process.** For each Annexation Area or Sub-Permit Area Permittee proposes for annexation into the Permit (“**Annexation Application**”), Permittee shall provide to the Department the materials described below concurrent with City’s approval of 100% Improvement Plans for the Permit Area. To be eligible for annexation into the Permit, the Annexation Area or Sub-Permit Area (including street segments and/or encroachment areas) must have been generally shown in the approved Global Diagram initially approved with this Permit.

(1) Annexation Application. Permittee must submit a complete Encroachment Permit application requesting the Public Works Director’s approval of the annexation of the Annexation Area into the Permit or approval of a master encroachment permit or street encroachment permit comprised of the Annexation Area as part of this Permit. The Annexation Application shall reference this Permit and include a plat illustrating the Permit Area and identifying the location of the Improvements or Sidewalks to be annexed into the Permit or the Permit Area for which Permittee seeks a discrete master encroachment permit or street encroachment permit. The Annexation Application shall identify and describe any modifications to any Permit Area compared to the real property, Improvements, or Sidewalks shown in the approved Global Diagram. The Annexation Application shall identify the Permittee proposed to be responsible for the Annexation Area.

(2) Updated Global Diagram. Permittee must update the Global Diagram previously submitted to the Department to depict the Permit Area at the time of the submittal of the Annexation Application, including all administratively approved Annexation Areas and/or discrete master encroachment permits or street encroachment permits. Permittee must refine the Global Diagram, as needed, to include the type of Improvements or Sidewalks and their approximate location within the Annexation Area. The updated Global Diagram shall also identify the Permittee for any previously approved Annexation Area.

(3) Updated Permit Area Documentation. Permittee shall submit updated or supplemental Permit Area Documentation showing all Improvements or Sidewalks in the Annexation Area that is the subject of the Annexation Application (“**Precise Diagram**”).

(4) Phasing Plan. Permittee shall submit a diagram that shows all improvements in the Annexation Area, and generally shows Improvements that are located adjacent to the Permit Area.

(5) Updated Maintenance Plan (if applicable). Permittee shall submit to the Department a Maintenance Plan with each Annexation Application which shall contain a detailed description of means and methods to maintain the Improvements within the Permit Area that is the subject of the Annexation Application. If the Public Works Director approved any changes to the Maintenance Plan subsequent to the issuance of the Permit, Permittee shall include the updated Maintenance Matrix or other mutually acceptable document reflecting such change.

(6) Engineering and Improvement Plans and diagrams for the Permit Area.

(7) An estimate of annual maintenance cost for the Improvements associated with the Permit Area in the Annexation Application.

(8) O&M Manuals for the Improvements in the Annexation Area unless such materials were previously submitted in a full set of O&M Manuals that has been approved by the Department.

(9) Updated Maintenance Monitoring and Reporting Program (if applicable). If the Permittee proposes any changes to the Maintenance Monitoring and Reporting Program or if there are specific maintenance monitoring and reporting obligations exclusive to the Annexation Area, Permittee shall include the updated or specific Maintenance Monitoring and Reporting Program for Public Works to determine compliance with this Permit.

(10) If desired by the Permittee and Assignee, a request may be included for a separate master encroachment permit or discrete encroachment permit (a “**Sub-Permit**”) relating to a specific improvement or group of improvements associated with a fronting property, including but not limited to fronting property that is owned or leased by the Port, the Mayor’s Office of Housing and Community Development, or another public entity (“**Publicly Owned Lot**”) and Improvements that serve multiple fronting properties (“**Shared Infrastructure**”). In addition to the items described in Sections 6.1(a)(1) - (9), a request for a Sub-Permit shall include a Precise Diagram (as defined above) depicting the improvements and proposed Annexation Area and associated fronting properties to be included within the Sub-Permit, as applicable.

(b) **Review of Annexation Application**. The Department shall review the Annexation Application according to the procedures and requirements of Public Works Code Sections 786 et seq., as provided herein. The Department shall provide the Permittee written notice indicating whether: (a) the Annexation Application is approved; (b) additional information is required to complete the application; and/or (c) in the Public Works Director’s reasonable discretion, the Annexation Application proposes one or more entirely new or significantly modified encroachments (each a “**New Encroachments**”) that were not included as part of the Board of

Supervisors approval of the Permit. In the event an Annexation Application involves a New Encroachment, the Annexation Application shall be deemed an application for a new master or major encroachment permit requiring approval by the Board of Supervisors pursuant to Public Works Code Section 786(b).

(c) **Approval and Recordation of Notice of Annexation.** Upon the Public Works Director's approval of an Annexation Application and prior to or concurrently with the Board of Supervisor's acceptance of the public improvements located within the Permit Area that is the subject of the Annexation Application, the Permittee shall obtain written approval of a "**Notice of Annexation**" by the Public Works Director and, if required in accordance with Section 16.2, record the Notice of Annexation. The Notice of Annexation shall describe the area and Improvements or Sidewalks annexed into the Permit and identify the party(ies) responsible for the completed Improvements or Sidewalks in the Permit Area. The Notice of Annexation shall be include, and if recording is required in accordance with Section 16.2 shall be recorded with, the following documents: (1) Updated Global Diagram showing all the phases of work that have been annexed into the Permit, including the Permit Area; (2) a Precise Diagram; (3) a table identifying the party responsible for maintaining each category of assigned Improvement or Sidewalk in the Permit Area, such as the Permittee or Fronting Property Owner, as applicable; and (4) a copy of the fully-executed Agreement with updated addenda and attachments, including the most current, updated versions of the documents set forth in Section 6.1(a). If required in accordance with Section 16.2, Permittee shall record the Notice of Annexation with all required and updated documents, as described herein, against each Fronting Property for the Permit Area identified in the Notice of Annexation or other such properties as may be agreed upon between Director and Permittee. Recordation of the Notice of Annexation shall not require the consent of any owner of property already subject to the Permit pursuant to a previously-recorded Notice of Annexation.

Upon approval and, if required in accordance with Section 16.2, recordation of the Notice of Annexation, the real property and Improvements identified therein shall become subject to the Permit, and the Permittee identified in the Notice of Annexation shall be subject to all terms and provisions set forth in this Agreement.

7. USE RESTRICTIONS

Permittee agrees that the following uses of the PROW by Permittee or any other person claiming by or through Permittee are inconsistent with the limited purpose of this Agreement and are strictly prohibited as provided below. The list of prohibited uses includes, but is not limited to, the following uses.

7.1 Proposed Alterations

Other than the approved Improvements or as otherwise authorized by City law, Permittee shall not make, construct, or place any temporary or permanent alterations, installations, additions, or improvements on the PROW, structural or otherwise, nor alter any existing structures or improvements on the PROW (each, a "**Proposed Alteration**"), without the Public Works Director's prior written consent in each instance. The in-kind replacement or repair of existing Improvements shall not be deemed a Proposed Alteration.

Permittee may request approval of a Proposed Alteration. The Public Works Director shall have a period of thirty (30) days from receipt of request for approval of a Proposed Alteration to review and approve or deny such request for approval. Should the Public Works Director fail to respond to such request within said thirty (30) day period, Permittee's Proposed Alteration shall be deemed disapproved; provided that Permittee may re-submit its request for approval until it is approved by the Public Works Director. In requesting the Public Works Director's approval of a Proposed Alteration, Permittee acknowledges that the Public Works Director's approval of such Proposed Alteration may be conditioned on Permittee's compliance with specific installation requirements and Permittee's performance of specific on-going maintenance thereof or of other affected PROW. If Permittee does not agree with the Public Works Director's installation or maintenance requirements for any Proposed Alteration, Permittee shall not perform the Proposed Alteration. If Permittee agrees with the Public Works Director's installation or maintenance requirements for any Proposed Alteration, prior to Permittee's commencement of such Proposed Alteration, Permittee and the Public Works Director shall enter into a written amendment to this Agreement that modifies the Permitted Activities to include such requirements. Prior approval from the Public Works Director shall not be required for any repairs made pursuant to and in accordance with the Permitted Activities.

If Permittee performs any City-approved Proposed Alteration, Permittee shall comply with all of the applicable terms and conditions of this Agreement, including, but not limited to, any and all conditions of approval of the Proposed Alteration(s).

Permittee shall obtain all necessary permits and authorizations from the Department and other regulatory agencies prior to commencing work for the Proposed Alteration. The Public Works Director's decision regarding a Proposed Alteration shall be final and not appealable.

7.2 Dumping

Permittee shall not dump or dispose of refuse or other unsightly materials on, in, under, or about the PROW.

7.3 Hazardous Material

(a) **Assignee.** Assignee shall not cause, nor shall Assignee allow any of its agents to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated, or disposed of in, on, or about the PROW, or unless in accordance with environmental laws, transported to or from the PROW. Assignee shall immediately notify City if Assignee learns or has reason to believe that a release of Hazardous Material has occurred in, on, or about the PROW. In the event Assignee or its agents cause a release of Hazardous Material in, on, or about the PROW, Assignee shall, without cost to City and in accordance with all laws and regulations, (i) comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination, and (ii) return the PROW to a condition which complies with applicable law. In connection therewith, Assignee shall afford Port and City a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For

purposes hereof, “Hazardous Material” means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes, without limitation, any material or substance defined as a “hazardous substance, pollutant or contaminant” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a “hazardous waste” listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the PROW or are naturally occurring substances in the PROW, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term “release” or “threatened release” when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the PROW. The Parties hereby acknowledge that customary use of cleaning solutions, oil, gas, and similar products that would typically be used to perform the Permitted Activities shall not be considered hazardous materials pursuant to this Section 7.3 if such products are approved in advance by the Director and used in compliance with all applicable laws.

Notwithstanding anything herein to the contrary, if the Public Works Director determines that neither Assignee nor its agents caused the release or threatened release of the Hazardous Material, Assignee shall have no liability whatsoever (including, without limitation, the costs of any investigation, any required or necessary repair, replacement, remediation, cleanup or detoxification, or preparation and implementation of any closure, monitoring, or other required plans) with respect to any release or threatened release of any Hazardous Material on, in, under or about the PROW. If the Public Works Director finds that neither Assignee nor its agents were the source of and did not cause the release of the Hazardous Material, Assignee shall not be listed or identified as the generator or responsible party of any waste required to be removed from the PROW, and will not sign any manifests or similar environmental documentation, with respect to any Environmental Condition (as hereinafter defined). “Environmental Condition” shall mean any adverse condition relating to the release or discharge of any Hazardous Materials on, in, under, or about the PROW by any party other than Assignee or its agents.

(b) **Port as Permittee.** So long as Port is Permittee, Port shall Handle all Hazardous Materials introduced or disturbed in the Permit Area in compliance with all Environmental Laws. Port shall not be responsible for the safe Handling of Hazardous Materials released on the Permit Area solely by City or its agents, except to the extent Port disturbs or exacerbates such Hazardous Materials. Prior to termination of this Agreement, Port shall remove any and all Hazardous Materials introduced or released in, on, under or about Permit Area by Port or its agents during the term of this Agreement and shall remediate or dispose of any Hazardous Materials produced as a result of their activities within the Permit Area, to the extent consistent with Port’s standard practices and required by applicable laws. All costs of storage, shipping and disposal of extracted soils and groundwater from the Permit Area shall be the responsibility of Port including, without limitation, the costs of preparation and execution of shipping papers, including but not limited to hazardous waste manifests. For purposes of this Section 7.3(b), “Environmental Laws” means any present or future federal, state or local laws, ordinances, regulations or policies relating to

Hazardous Material (including, without limitation, their use, handling, transportation, production, disposal, discharge, or storage) or to health and safety, industrial hygiene or environmental conditions in, on, under or about the Permit Area, including, without limitation, soil, air, bay water, and groundwater conditions; “Handle” means to use, generate, move, handle, manufacture, process, produce, package, treat, transport, store, emit, discharge or dispose of any Hazardous Material, “Handling” has a correlative meaning.

7.4 Nuisances

Permittee shall not conduct any activities on or about the PROW that constitute waste, nuisance, or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises, or lights) to City, to the owners or occupants of neighboring property, or to the public. The Parties hereby acknowledge that customary use of landscaping and similar equipment (such as lawn mowers, clippers, hedge trimmers, leaf blowers, etc.) that would typically be used to perform the Permitted Activities shall not be considered a nuisance under this Section 7.4 if such equipment is used in compliance with all applicable laws.

7.5 Damage

Permittee shall use due care at all times to avoid causing damage to any of the PROW or any of City’s property, fixtures, or encroachments thereon. If any of the Permitted Activities or Permittee’s other activities at the PROW causes such damage, Permittee shall notify City, and, if directed by City, restore such damaged property or PROW to the condition it was in prior to the commencement of such Permittee activity to the Public Works Director’s satisfaction; or, if the City chooses to restore the damaged property, Permittee shall reimburse City for its costs of restoration.

8. INSURANCE

8.1 As described below, Non-Port Permittee or Maintenance Assignee, as applicable (the “**Insured Party**”), shall keep insurance in effect at all times during the term of this Agreement, at the Insured Party’s own expense, as applicable, and cause its contractors and subcontractors to maintain insurance at all times, during the Insured Party’s or its contractors performance of any of the Permitted Activities on the PROW. If the Insured Party fails to maintain the insurance in active status, such failure shall be a Permit default subject to the Department’s, or Port’s as to a Maintenance Assignee, enforcement remedies. The insurance policy shall be maintained and updated annually to comply with the Department’s applicable requirements. The following Sections represent the minimum insurance standard as of the Effective Date of this Permit, except that if a different insurance requirement is provided for in the Notice of Assignment, the provision in the Notice of Assignment shall control.

8.1A An insurance policy or insurance policies issued by insurers with ratings comparable to A-VIII, or higher that are authorized to do business in the State of California, and that are satisfactory to the City. Approval of the insurance by City shall not relieve or decrease the Insured Party’s liability hereunder;

8.1B Commercial General Liability Insurance written on an Insurance Services Office (ISO) Coverage form CG 00 01 or another form providing equivalent coverage with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage, including coverages for contractual liability, personal injury, products and completed operations, independent permittees, and broad form property damage;

8.1C Commercial Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage, including coverages for owned, non-owned, and hired automobiles, as applicable for any vehicles brought onto PROW; and

8.1D Workers' Compensation Insurance, in statutory amounts, with Employer's Liability Coverage with limits of not less than One Million Dollars (\$1,000,000) each accident, injury, or illness.

8.2 All liability policies required hereunder shall provide for the following: (i) name as additional insured the City and County of San Francisco and the San Francisco Port Commission and their officers, directors, commissioners, agents, and employees, jointly and severally; (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement; and (iii) except pursuant to Section 8.11 below, stipulate that no other insurance policy of the City and County of San Francisco or the San Francisco Port Commission will be called on to contribute to a loss covered hereunder.

8.3 Limits may be provided through a combination of primary and excess insurance policies. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury, or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

8.4 All insurance policies shall be endorsed to provide for thirty (30) days' prior written notice of cancellation for any reason, non-renewal or material reduction in coverage, or depletion of insurance limits, except for ten (10) days' notice for cancellation due to non-payment of premium, to the Insured Party, Port, and City. The Insured Party shall provide a copy of any notice of intent to cancel or materially reduce, or cancellation, material reduction, or depletion of, its required coverage to Department within one business day of the Insured Party's receipt. The Insured Party also shall take prompt action to prevent cancellation, material reduction, or depletion of coverage, reinstate or replenish the cancelled, reduced or depleted coverage, or obtain the full coverage required by this Section from a different insurer meeting the qualifications of this Section. Notices shall be sent to the Department of Public Works, 49 South Van Ness Avenue, San Francisco, CA, 94103, or any future address for Public Works. The permission granted by the Permit shall be suspended upon the termination of such insurance. Upon such suspension, the Department and the Insured Party shall meet and confer to determine the most appropriate way to address the Permit. If the Department and the Insured Party cannot resolve the matter, the Insured

Party shall restore the PROW to a condition acceptable to the Department without expense to the Department. As used in this Section, “Personal Injuries” shall include wrongful death.

8.5 Prior to the Effective Date, the Insured Party shall deliver to the Department certificates of insurance and additional insured policy endorsements from insurers in a form reasonably satisfactory to Department, evidencing the coverages required hereunder. The Insured Party shall furnish complete copies of the policies upon written request from City’s Risk Manager. In the event the Insured Party shall fail to procure such insurance, or to deliver such certificates or policies (following written request), Department shall provide notice to the Insured Party of such failure and if the Insured Party has not procured such insurance or delivered such certificates within five (5) days following such notice, City may initiate proceedings to revoke the permit and require restoration of the PROW to a condition that the Public Works Director deems appropriate.

8.6 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

8.7 Should any of the required insurance be provided under a claims-made form, the Insured Party shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should any occurrences during the term of this Agreement give rise to claims made after expiration of this Agreement, such claims shall be covered by such claims-made policies.

8.8 Upon City’s request, the Insured Party and City shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by the Insured Party for risks comparable to those associated with the PROW, then City in its sole discretion may require Permittee to increase the amounts or coverage carried by the Insured Party hereunder to conform to such general commercial practice.

8.9 The Insured Party’s compliance with the provisions of this Section shall in no way relieve or decrease the Insured Party’s indemnification obligations under this Agreement or any of the Insured Party’s other obligations hereunder. The Insured Party shall be responsible, at its expense, for separately insuring the Insured Party’s personal property.

8.10 As between the City and Port, so long as Permittee is Port, the provisions of Section 25.2 will apply.

8.11 These requirements may be satisfied by Assignee obtaining insurance coverage required by Port that names as additional insured the City and County of San Francisco and its officers, directors, commissioners, agents, and employees, jointly and severally.

9. VIOLATIONS; CITY ENFORCEMENT OF PERMIT AND AGREEMENT; SECURITY DEPOSIT

Permittee acknowledges that the Department may pursue the remedies described in this Section against Permittee and/or any Assignee, as applicable, in order to address a default by Permittee and/or Assignee of any obligation under this Permit with respect to any Permit Area for which Permittee and/or Assignee is responsible, including pursuant to the relevant Notice of Assignment, if applicable. In addition to the procedures below and as set forth in Section 5.4B, if Permittee fails to promptly respond to an unsafe or hazardous condition or to restore the site within the time the Department specifies, the Department may perform the temporary repair or restoration in order to protect the public health, safety, and welfare. Permittee shall reimburse the Department for any such temporary repair or restoration.

(a) **Correction Notice (CN).** The Department may issue a written notice informing Permittee that there is an unsafe, hazardous, damaged, or blighted condition within the Permit Area, or stating that the Permittee has otherwise failed to maintain the Permit Area as required by this Permit (“**Correction Notice**”). The Correction Notice shall identify the issue, deficiency, or maintenance obligation that is the subject of the notice with reasonable particularity and specify the time for correction, which shall be no less than thirty (30) days; provided, however, to the extent that such correction cannot be completed using reasonable efforts within the initially specified timeframe, then such period shall be extended provided that the Permittee has commenced and is diligently pursuing such correction. In the event of an emergency or other situation presenting a threat to public health, safety, or welfare, the Public Works Director may require correction in less than thirty (30) days.

(b) Notice of Violation (NOV).

(i) The Department may issue a written notice of violation to the Permittee for failure to maintain the Permit Area and creating an unsafe, hazardous, damaged, or blighted condition within the Permit Area, failure to comply with the terms of this Agreement, or failure to respond to the Correction Notice by abating the identified condition(s) within the time specified therein. The NOV shall identify each violation and any fines imposed per applicable code(s) or Agreement sections and specify the timeframe in which to cure the violation and pay the referenced fines (“**Notice of Violation**” or “**NOV**”), which shall be within thirty (30) days if not specified. Department will also send a courtesy copy of the Notice of Violation to the Port whether or not Port is Permittee or Fronting Property Owner.

(ii) Permittee shall have thirty (30) days to submit to the Department, addressed to the Public Works Director, via Public Works Inspection Manager at 49 South Van Ness Avenue, San Francisco, CA 94103, or future Bureau address, a written appeal to the NOV or a written request for administrative review of specific items in the NOV. If Permittee submits said appeal or request for review, the Public Works Director shall hold a public hearing on the dispute in front of an administrative hearing officer. The Public Works Director shall then issue a final written decision on the Director’s determination to approve, conditionally approve, modify, or deny the appeal based on the recommendation of the hearing officer and the information presented at the time of the hearing.

(c) **Uncured Default.** If the violation described in the Notice of Violation is not cured within ten (10) days after the latter of (1) the expiration of the Notice of Violation appeal period or (2) if an appeal is filed, the written decision by the Public Works Director following the hearing to uphold the Notice of Violation or sections thereof, said violation shall be deemed an “**Uncured Default.**” In the event of an Uncured Default, the Public Works Director may undertake either or both of the following:

(i) Cure the Uncured Default and issue a written demand to Permittee to pay the City’s actual reasonable costs to remedy said default in addition to any fines or penalties described in the Notice of Violation within ten (10) days (each such notice shall be referred to as a “**Payment Demand**”).

(ii) Solely as to Non-Port Permittees, notify Non-Port Permittee that it must submit a Security Deposit (as defined in Section 9(d)) for the maintenance obligation that is the subject of the Notice of Violation. Alternatively, the Public Works Director may initiate the procedures under Public Works Code Section 786 to revoke the Permit with respect to the particular portion of the Permit Area that is the subject of the Notice of Violation and require a Right-of-Way Conversion (as defined in Section 5.9A) with respect to that area, in the Public Works Director’s discretion.

(d) Security Deposit Required for Uncured Default

If there is an Uncured Default as defined in Section 9(c) of this Agreement, then within thirty (30) business days of the Public Works Director’s request, Non-Port Permittee shall deposit with the Department via the Permit Manager the sum of no less than twice the annual cost of maintenance as set forth in the Maintenance Plan on file with the Public Works Director (the “**Security Deposit**”) with respect to the maintenance obligation that is the subject of the Uncured Default, to secure Non-Port Permittee’s faithful performance of all terms and conditions of this Agreement, including, without limitation, its obligation to maintain the PROW in the condition that the Public Works Director deems acceptable. When Non-Port Permittee delivers the Security Deposit to the Department pursuant to the foregoing sentence, the Department shall have the right to require Non-Port Permittee to proportionately increase the amount of the Security Deposit by an amount that reflects the increase in the Consumer Price Index Urban Wage Earners and Clerical Workers (base years 1982-1984 = 100) for San Francisco-Oakland-San Jose area published by the United States Department of Labor, Bureau of Labor Statistics (“Index”) published most immediately preceding the date the amount of the Security Deposit was established and the Index published most immediately preceding the date the Department delivers written notice of the increase in the Security Deposit. The amount of the Security Deposit shall not limit Non-Port Permittee’s obligations under this Agreement.

Non-Port Permittee agrees that the Department may, but shall not be required to, apply the Security Deposit in whole or in part to remedy any damage to the PROW caused by Non-Port Permittee, its agents, or the general public using the Permit Area to the extent that the Public Works Director required Non-Port Permittee to perform such remediation under this Agreement and Non-Port Permittee failed to do so, or Non-Port Permittee failed to perform any other terms, covenants, or conditions contained herein (including, but not limited to, the payment of any sum due to the Department hereunder either before or after a default). Notwithstanding the preceding, the

Department does not waive any of the Department's other rights and remedies hereunder or at law or in equity against the Non-Port Permittee should the Department use all or a portion of the Security Deposit. Upon termination of the Permitted Activities after an IMEP Termination Event as described herein, the Department shall return any unapplied portion of the Security Deposit to Non-Port Permittee, less any administrative processing cost.

Should the Department use any portion of the Security Deposit to cure any Uncured Default, Non-Port Permittee shall replenish the Security Deposit to the original amount within ten (10) business days of the date of a written demand from the Department for reimbursement of the Security Deposit. Subject to the following sentence, the Non-Port Permittee's obligation to replenish the Security Deposit shall continue for two (2) years from the date of the initial payment of the Security Deposit unless the Public Works Director, in the Director's sole discretion, agrees to a shorter period; provided, however, that if the Public Works Director does not issue a new Notice of Violation related to the issues triggering an IMEP Termination Event for a period of one year from the date of the initial payment of the Security Deposit, then, upon Non-Port Permittee's written request, the Public Works Director shall submit a check request to City's Controller's Office to have any remaining Security Deposit, less any administrative processing cost, delivered to Non-Port Permittee. The Department's obligations with respect to the Security Deposit are solely that of debtor and not trustee. The Department shall not be required to keep the Security Deposit separate from its general funds, and Non-Port Permittee shall not be entitled to interest on the Security Deposit. The amount of the Security Deposit shall in no way limit the liabilities of Non-Port Permittee under any provision of the Permit or this Agreement. Upon termination of the Permitted Activities after an IMEP Termination Event, the Department shall return any unapplied portion of the Security Deposit to Non-Port Permittee, less any administrative processing cost.

So long as Port is Permittee, Port shall have no obligations under this Section 9(d).

(e) **Demand for Uncured Default Costs.** Where the Permittee or the Non-Port Permittee has failed to timely (A) remit the funds described in a Payment Demand, (B) remit the Security Deposit (solely as to the Non-Port Permittee), or (C) pay the City's costs associated with the City's performance of a Right-of-Way Conversion in accordance with Section 5.9A (collectively, "**Uncured Default Costs**"), the Public Works Director may initiate lien proceedings against the Fronting Property Owner where Fronting Property Owner is the Non-Port Permittee for the subject Improvements, or against the Owners' Association's members property(ies) where the Owners' Association is the Non-Port Permittee for the subject Improvements for the amount of the Uncured Default Costs pursuant to Public Works Code Sections 706.4 through 706.7, Public Works Code Section 706.9, Administrative Code Section 80.8(d), or any other remedy in equity or at law. The Public Works Director may not initiate lien proceedings against the Port's fee interest in the Property, if applicable.

10. MAINTENANCE FUND AND SECURITY

The Public Works Director may require a Maintenance Fund as a condition of assignment of this Permit, in whole or in part, to a Non-Port Permittee pursuant to Section 16.2. A Maintenance Fund, if required, shall be held by the Department.

For example, during any portion of the term of this Agreement that special taxes for maintenance of Improvements on Publicly Owned Lots and Shared Infrastructure (described in Section 6.1(a)(10)) (or their equivalent) are not being collected in the Special Tax District, the Public Works Director may require Non-Port Permittee to establish and fund, following the Notice of Annexation for such Improvements, a “**Maintenance Fund**” in an amount of no less than twice the annual cost of maintenance as set forth in the Maintenance Plan for such Improvements.

If a Non-Port Permittee fails to respond to a Correction Notice or Notice of Violation described above, the City may draw down upon the Maintenance Fund in the same manner that it would use a Security Deposit for an Uncured Default associated with Improvements on Privately Owned Lots.

Notwithstanding the foregoing, Public Works in consultation with the Port may allow satisfaction of a Maintenance Fund requirement through posting of security or a maintenance reserve, such as a larger reserve held by Non-Port Permittee for maintenance of open space and streets in the Global Area.

11. COMPLIANCE WITH LAWS

Permittee shall, at its expense, conduct and cause to be conducted all activities under its control on the PROW allowed hereunder in a safe and prudent manner and in compliance with all laws, regulations, codes, ordinances, and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act and any other disability access laws), whether presently in effect or subsequently adopted and whether or not in the contemplation of the Parties. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the PROW any and all business and other licenses or approvals necessary to conduct the Permitted Activities. Nothing herein shall limit in any way Permittee’s obligation to obtain any required regulatory approvals from City departments, boards, or commissions or other governmental regulatory authorities or limit in any way City’s exercise of its police powers. At the Public Works Director’s written request, Permittee shall deliver written evidence of any such regulatory approvals Permittee is required to obtain for any of the Permitted Activities.

12. SIGNS

Permittee shall not place, erect, or maintain any sign, advertisement, banner, or similar object on or about the PROW without the Public Works Director’s written prior consent, which the Public Works Director may give or withhold in its sole discretion; provided, however, that Permittee may install any temporary sign that is reasonably necessary to protect public health or safety during the performance of a Permitted Activity. This Section shall not be applicable to any signs approved by the City or Port under the master signage plan or master streetscape plan for the Project (the “**Mission Rock Design Controls**”), or required by any other Regulatory Agency (e.g. San Francisco Bay Conservation and Development Commission).

13. UTILITIES

The Permittee shall be responsible for locating and protecting in place all above and below grade utilities from damage, when Permittee, or its authorized agent, elects to perform any work

in, on, or adjacent to the Permit Area. If necessary prior to or during the Permittee's execution of any work, including Permitted Activities, a utility requires temporary or permanent relocation of the utility, the Permittee shall obtain written approval from the utility owner and shall arrange and pay for all costs for relocation. If Permittee damages any utility during execution of its work, the Permittee shall notify the utility owner and arrange and pay for all costs for repair. Permittee shall be solely responsible for arranging and paying directly to the City or utility company for any utilities or services necessary for its activities hereunder.

Permittee shall be responsible for installing, maintaining, and paying for utility services necessary to support any Improvements, such as light fixtures, water fountains, storm drains, etc. in the Permit Area that are included in the Permit.

14. NO COSTS TO CITY; NO LIENS

Permittee shall bear all costs or expenses of any kind or nature in connection with its use of the PROW pursuant to this Agreement, and shall keep the PROW free and clear of any liens or claims of lien arising out of or in any way connected with its use of the PROW pursuant to this Agreement.

15. "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION OF PROW; DISABILITY ACCESS; DISCLAIMER OF REPRESENTATIONS

Permittee acknowledges and agrees that Permittee, or its agents, has installed or shall install the Improvements contemplated in the permit application for the Improvements and has full knowledge of the condition of the Improvements and the physical condition of the PROW. Permittee agrees to use the PROW in its "AS IS, WHERE IS, WITH ALL FAULTS" condition, without representation or warranty of any kind by City, its officers, agents, or employees, including, without limitation, the suitability, safety, or duration of availability of the PROW or any facilities on the PROW for Permittee's performance of the Permitted Activities. Without limiting the foregoing, this Agreement is made subject to all applicable laws, rules, and ordinances governing the use of the PROW, and to any and all covenants, conditions, restrictions, encroachments, occupancy, permits, and other matters affecting the PROW, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey. It is Permittee's sole obligation to conduct an independent investigation of the PROW and all matters relating to its use of the PROW hereunder, including, without limitation, the suitability of the PROW for such uses. Permittee, at its own expense, shall obtain such permission or other approvals from any third parties with existing rights as may be necessary for Permittee to make use of the PROW in the manner contemplated hereby.

Under California Civil Code Section 1938, to the extent applicable to this Agreement, Permittee is hereby advised that the PROW has not undergone inspection by a Certified Access Specialist ("CAS") to determine whether it meets all applicable construction-related accessibility requirements.

16. ASSIGNMENT OF MAINTENANCE OBLIGATIONS; ASSIGNMENT OF AGREEMENT; PERMIT BINDING UPON SUCCESSORS AND ASSIGNEES; NOTICE OF ASSIGNMENT

This Agreement shall be the obligation of Permittee, and may not be assigned, conveyed, or otherwise transferred, in whole or in part, to any other party, except as provided for in this Section 16.

16.1 Assignment of Maintenance Obligations; Notice of Assignment

Permittee may, from time to time, assign the maintenance obligations with respect to all or any portion of the Permit Area or Improvements or Sidewalks therein, subject to (a) the written approval of the Public Works Director and any conditions the Director deems appropriate, in their sole discretion, and (b) so long as the Port is the Permittee hereunder with respect to the maintenance obligations being assigned, approval of the Port Commission and any conditions the Commission deems appropriate, in its sole discretion. To the extent required under the Administrative Code or Charter, the Port Commission action also may require Board of Supervisors approval. The assignment may be made to a homeowners' association, a commercial owners' master association, a master association with jurisdiction over the Fronting Property, or a management entity created for purposes of managing public realm improvements, including, without limitation, Sidewalks, within the Mission Rock area (each, a "**Maintenance Assignee**") by submitting a "**Notice of Assignment**" to the Department. Prior to approval of the Notice of Assignment, a copy of the Assignee's recorded conditions, covenants, and restrictions ("**CC&Rs**") shall be submitted to the Department, if there are such CC&Rs, evidencing (A) the Owners' Association's obligation to accept maintenance responsibility for the subject Improvements or Sidewalks consistent with this Agreement upon assignment; (B) City's right to enforce the assigned and assumed maintenance obligations under this Permit as a third-party beneficiary under such CC&Rs and the San Francisco Municipal Code; and (C) City's right to record this Permit and the Notice of Assignment against the Owners' Association's members' property. Assignments of this Permit to an entity other than a permitted Maintenance Assignee shall be subject to Section 16.2 of this Agreement. Upon submittal of a Notice of Assignment in substantial conformance with **Attachment 5** attached hereto to Public Works and the Public Works Director's written approval, the Permit rights and obligations may be performed by the Maintenance Assignee with respect to the Permit Area described therein. Following such assignment to a Maintenance Assignee, Permittee and Maintenance Assignee shall be jointly and severally liable for the obligations of this Permit arising from the period of the maintenance assignment. The Assignee must acknowledge its consent to the assignment. The Parties anticipate that the initial Maintenance Assignee will be the Master Developer, as documented pursuant to that second amendment to DDA by and between Port and the Master Developer (the "**Second Amendment**").

The **Notice of Assignment** shall include:

- (1) identification of the Assignee and Assignee's acknowledgment that it accepts the assignment;
- (2) the contact person for the Assignee and the contact information as required under Section 2.7;

(3) a description of the Permit Area and Improvements located therein, by reference to the previously-approved Notice of Annexation that is being assigned;

(4) a statement of whether Public Works Code § 706 obligations are assigned;

(5) a statement of whether Community Facilities District or other Special Tax District funds will be used to fund maintenance obligations;

(6) a confirmation by the Assignee that it will fund the Maintenance Fund and/or provide security, if required pursuant to Section 10 above;

(7) evidence of insurance meeting the requirements Section 8 above or the insurance requirements pursuant to applicable agreements with Port, whichever provision(s) or portion(s) thereof provides broader coverage for City;

(8) a confirmation by the assignee that it will indemnify City consistent with the requirements of Section 25 below;

(9) a confirmation by the Assignee that it will comply with any conditions imposed by the Public Works Director in approving the assignment; and

(10) acknowledgment that Maintenance Assignee and Permittee are jointly and severally liable for the obligations under this Permit.

16.2 ASSIGNMENT OF AGREEMENT

The obligations of Permittee may be assigned, in whole or in part, subject to (a) the written approval of the Public Works Director and any conditions the Director deems appropriate, in their sole discretion, and (b) approval of the Port Commission and any conditions the Commission deems appropriate, in its sole discretion, unless the Permittee at the time of assignment is a Non-Port Permittee, in which case, Port Commission approval is not required. To the extent required under the Administrative Code or Charter, the Port Commission action also may require Board of Supervisors approval.

This Agreement shall bind Permittee, its successors, and assignees, with each successor or assignee being deemed to have assumed the obligations under this Agreement at the time of such acquisition of ownership interest or assignment (the earlier of the two dates, where there is both an acquisition and assignment).

It is intended that this Agreement binds the Permittee and, with respect to Sidewalk maintenance assigned pursuant to Section 4.2C or 4.2D, all future fee owners and/or lessees with Long-Term Leases of all or any of the subject Fronting Property only during their respective successive periods of ownership; and therefore, the rights and obligations of any Permittee or its respective successors and assignees under this Agreement shall terminate upon transfer, expiration, or termination of its interest in the Improvements or the Fronting Property, except that its liability for any violations of the requirements or restrictions of this Agreement, or any acts or omissions

during such ownership, shall survive any transfer, expiration, or termination of its interest in the Improvements or the Fronting Property.

To request assignment of this permit, Permittee shall submit a “**Notice of Assignment**” to the Department, in the form attached hereto as **Attachment 5**. Upon submittal of a Notice of Assignment in substantial conformance with **Attachment 5** attached hereto to Public Works and the Public Works Director’s written approval, the Permit rights and obligations may be assigned to, and performed by, the Non-Port Permittee with respect to the Permit Area described therein. The **Notice of Assignment** shall include the information identified in Section 16.1 (1) through (10) above. Prior to approval of the Notice of Assignment, a copy of the Assignee’s recorded CC&Rs shall be submitted to the Department, if there are such CC&Rs, evidencing (A) the Owners’ Association’s obligation to accept maintenance responsibility for the subject Improvements or Sidewalks consistent with this Agreement upon assignment; (B) City’s right to enforce the assigned and assumed maintenance obligations under this Permit as a third-party beneficiary under such CC&Rs and the San Francisco Municipal Code; and (C) City’s right to record this Permit and the Notice of Assignment against the Owners’ Association’s members’ property.

Following such assignment, the obligations of the assigning Permittee shall be deemed released to the extent of the assignment, and the assigning Permittee shall have no obligations under this Agreement as to the assigned portion of the Agreement.

Recording. If the Non-Port Permittee is an Owners’ Association, the Public Works Director may record the Permit and the Notice of Assignment against the Owners’ Association’s members’ property. If the Non-Port Permittee is a Fronting Property Owner, the Public Works Director may record the Permit and the Notice of Assignment against the Fronting Property Owner’s property. For all other Non-Port Permittees, the Public Works Director may record the Permit and the Notice of Assignment against the Non-Port Permittee’s real property interest, if any, in the project area, or require a Maintenance Fund in accordance with Section 10.

17. TRANSFER AND ACCEPTANCE PROCEDURES

If this Permit is assigned in accordance with the provisions of Section 16.2 to one or more Non-Port Permittee Fronting Property Owners, the assigned portions of this Permit and the accompanying benefits and obligations are automatically transferred to any successor Fronting Property Owner(s). If the applicable Non-Port Permittee Fronting Property Owner is selling the property or leasing the property pursuant to a Long-Term Lease, the successor owner(s)/ long-term lessee, as applicable, shall submit contact information to the Department immediately upon closing on the property sale or Long-Term Lease, as applicable, along with an acknowledgement that the successor owner(s) or tenant(s), as applicable, shall accept and assume all assigned Permit responsibilities. The Department may require that such a transfer be evidenced by a new written Agreement with the Public Works Director and require evidence of the requisite insurance to be submitted within a specified period of time.

18. POSSESSORY INTEREST TAXES

Non-Port Permittee recognizes and understands that this Agreement may create a possessory interest subject to property taxation with respect to privately-owned or occupied property in the PROW, and that Permittee may be subject to the payment of property taxes levied on such interest under applicable law. Non-Port Permittee agrees to pay taxes of any kind, including any possessory interest tax, if any, that may be lawfully assessed on Non-Port Permittee's interest under this Agreement or use of the PROW pursuant hereto and to pay any other taxes, excises, licenses, permit charges, or assessments based on Non-Port Permittee's usage of the PROW that may be imposed upon Non-Port Permittee by applicable law (collectively, a "Possessory Interest Tax"). Non-Port Permittee shall pay all of such charges when they become due and payable and before delinquency. The Parties hereto hereby acknowledge that the PROW will be a public open space during the term of this Agreement and Permittee's use of the PROW pursuant to this Agreement is intended to be non-exclusive and non-possessory. Property owned and controlled by Port and not subject to a lease is not subject to property taxation.

19. PESTICIDE PROHIBITION

Permittee shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance") which (a) prohibit the use of certain pesticides on PROW, (b) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (c) require Permittee to submit to the Public Works Director an integrated pest management ("IPM") plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Permittee may need to apply to the PROW during the term of this Agreement, (ii) describes the steps Permittee will take to meet the City's IPM Policy described in Section 300 of the Pesticide Ordinance, and (iii) identifies, by name, title, address and telephone number, an individual to act as the Permittee's primary IPM contact person with the City. In addition, Permittee shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance. Nothing herein shall prevent Permittee, through the Public Works Director, from seeking a determination from the Commission on the Environment that it is exempt from complying with certain portions of the Pesticide Ordinance as provided in Section 303 thereof.

20. PROHIBITION OF TOBACCO SALES AND ADVERTISING

Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on the PROW. This advertising prohibition includes the placement of the name of a company producing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. In addition, Permittee acknowledges and agrees that no Sales, Manufacture, or Distribution of Tobacco Products (as such capitalized terms are defined in Health Code Section 19K.1) is allowed on the PROW and such prohibition must be included in all subleases or other agreements allowing use of the PROW. The prohibition against Sales, Manufacture, or Distribution of Tobacco Products does not apply to persons who are affiliated with an accredited academic institution where the Sale, Manufacture, and/or Distribution of Tobacco Products is conducted as part of academic research.

21. PROHIBITION OF ALCOHOLIC BEVERAGE ADVERTISING

Permittee acknowledges and agrees that no advertising of alcoholic beverages is allowed on the PROW. For purposes of this Section, “alcoholic beverage” shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies, and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling, or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit, or other entity designed to (a) communicate the health hazards of alcoholic beverages, (b) encourage people not to drink alcohol or to stop drinking alcohol, or (c) provide or publicize drug or alcohol treatment or rehabilitation services.

22. CONFLICTS OF INTEREST

Through its execution of this Agreement, Permittee acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts related to this Agreement which would constitute a violation of said provisions, and agrees that if Permittee becomes aware of any such fact during the term of this Agreement, Permittee shall immediately notify the City.

23. FOOD SERVICE WASTE REDUCTION

If there is a City permit or authorization for the Permit Area that will allow food service, Permittee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth herein and the Permittee will be treated as a lessee for purposes of compliance with Chapter 16. This provision is a material term of this Agreement. By entering into this Agreement, Permittee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine. Without limiting City’s other rights and remedies, Permittee agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amounts shall not be considered a penalty, but rather as mutually agreed upon monetary damages sustained by City because of Permittee’s failure to comply with this provision.

24. GENERAL PROVISIONS

Unless this Agreement provides otherwise: (a) This Agreement may be amended or modified only in writing and signed by both the Public Works Director and Permittee; provided that the Public Works Director shall have the right to terminate or revoke the Permit in accordance with this Agreement. (b) No waiver by any Party of any of the provisions of this Agreement shall

be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) All approvals and determinations of City requested, required, or permitted hereunder may be made in the sole and absolute discretion of the Public Works Director or other authorized City official. (d) This Agreement (including its Attachments and associated documents hereto), the Permit, the Board of Supervisors legislation approving the Permit, and any authorization to proceed, discussions, understandings, and agreements are merged herein. (e) The section and other headings of this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement. The Public Works Director shall have the sole discretion to interpret and make decisions regarding any and all discrepancies, conflicting statements, and omissions found in the Permit, Agreement, the Agreement's Attachments and associated documents, and Improvement Plans, if applicable. (f) Time is of the essence. (g) This Agreement shall be governed by California law and the City's Charter. (h) If either Party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of City shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience, notwithstanding the City's use of its own attorneys. (i) If Permittee consists of more than one person then the obligations of each person shall be joint and several, provided, however, that in the case of a partial assignment, the obligations of any Assignee will be limited to the scope and duration of the Permitted Activities assigned to the applicable Assignee for which liability survives the expiration or termination of the term of the assignment. (j) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns. (k) City is the sole beneficiary of Permittee's obligations under this Agreement. Nothing contained herein shall be deemed to be a gift or dedication to the general public or for any public purposes whatsoever, nor shall it give rights to the Parties expressly set forth above. Without limiting the foregoing, nothing herein creates a private right of action by any person or entity other than the City. (l) This Agreement does not create a partnership or joint venture between the City and Permittee as to any activity conducted by Permittee in its performance of its obligations under this Agreement. Permittee shall not be deemed a state actor with respect to any activity conducted by Permittee on, in, around, or under the Improvements pursuant to this Agreement.

25. INDEMNIFICATION

25.1 Any Assignee, on behalf of itself and its successors and assigns ("**Indemnitors**"), shall indemnify, defend, and hold harmless ("**Indemnify**") the City including, but not limited to, all of its boards, commissions, departments, agencies, and other subdivisions, including, without limitation, the Department and the Port, and all of the heirs, legal representatives, successors, and assigns (individually and collectively, the "**Indemnified Parties**"), and each of them, for any damages the Indemnified Parties may be required to pay as satisfaction of any judgment or settlement of any claim or legal or administrative action (collectively, "**Claims**"), incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, or loss of or damage to property, or any negligent act or omission of the Indemnitor in or about the Permit Area arising from the Permitted Activities, and except to the extent they arise exclusively from the City's active negligence, willful misconduct, or failure to maintain one or more Improvements after agreeing to perform such maintenance and accepting funding from Permittee

for that purpose; (b) any default by such Indemnitors in the observation or performance of any of the terms, covenants, or conditions of this Permit to be observed or performed on such Indemnitors' part; and (c) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Indemnitors in, under, on, or about the Permit Area arising from the Permitted Activities. Assignee on behalf of the Indemnitors specifically acknowledges and agrees that the Indemnitors have an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this Indemnity even if such allegation is or may be groundless, fraudulent, or false, which obligation arises at the time such Claim is tendered to such Indemnitors by the City and continues at all times thereafter. Assignee agrees that the indemnification obligations assumed under this Permit shall survive expiration of the Permit or completion of work. It is expressly understood and agreed that the applicable Indemnitor shall only be responsible for Claims arising or accruing during its period as Permittee under this Permit.

25.2 As between the City and Port, so long as and to the extent Port is the Permittee, Port is responsible for any third-party claim related to Port's operation, maintenance, repair, and replacement of the Improvements in the Permit Area which gave rise to the claim.

25.3 Port may require any Assignee to indemnify the Indemnified Parties as set forth herein in any separate agreement with Assignee. Notwithstanding the provisions of this Section 25, if a different indemnification requirement is provided for in the Notice of Assignment, the provision in the Notice of Assignment shall control.

26. SEVERABILITY

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Agreement without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Agreement.

27. FORCE MAJEURE

If Permittee is delayed, interrupted, or prevented from performing any of its obligations under this Agreement, excluding all obligations that may be satisfied by the payment of money or provision of materials within the control of Permittee, and such delay, interruption, or prevention is due to fire, natural disaster, act of God, war, terrorism, riot, civil insurrection, federal or state governmental act or failure to act, labor dispute, unavailability of materials, epidemics, pandemics, and related governmental orders and requirements (and private sector responses to comply with those orders and requirements) or any cause outside such Party's reasonable control, then, provided written notice of such event and the effect on the Party's performance is given to the other Party within thirty (30) days of the occurrence of the event, the time for performance of the affected

[DPW/City Draft 2/7/25]

obligations of that Party shall be extended for a period equivalent to the period of such delay, interruption, or prevention.

[Signature Page to Follow]

In witness whereof the undersigned Permittee(s) have executed this agreement on the dates set forth below.

PERMITTEE:

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

By: _____

Name: Elaine Forbes

Its: Executive Director

Date

CITY AND COUNTY OF SAN FRANCISCO
a municipal corporation, acting by and through its
DEPARTMENT OF PUBLIC WORKS

Carla Short
Public Works Director

Date

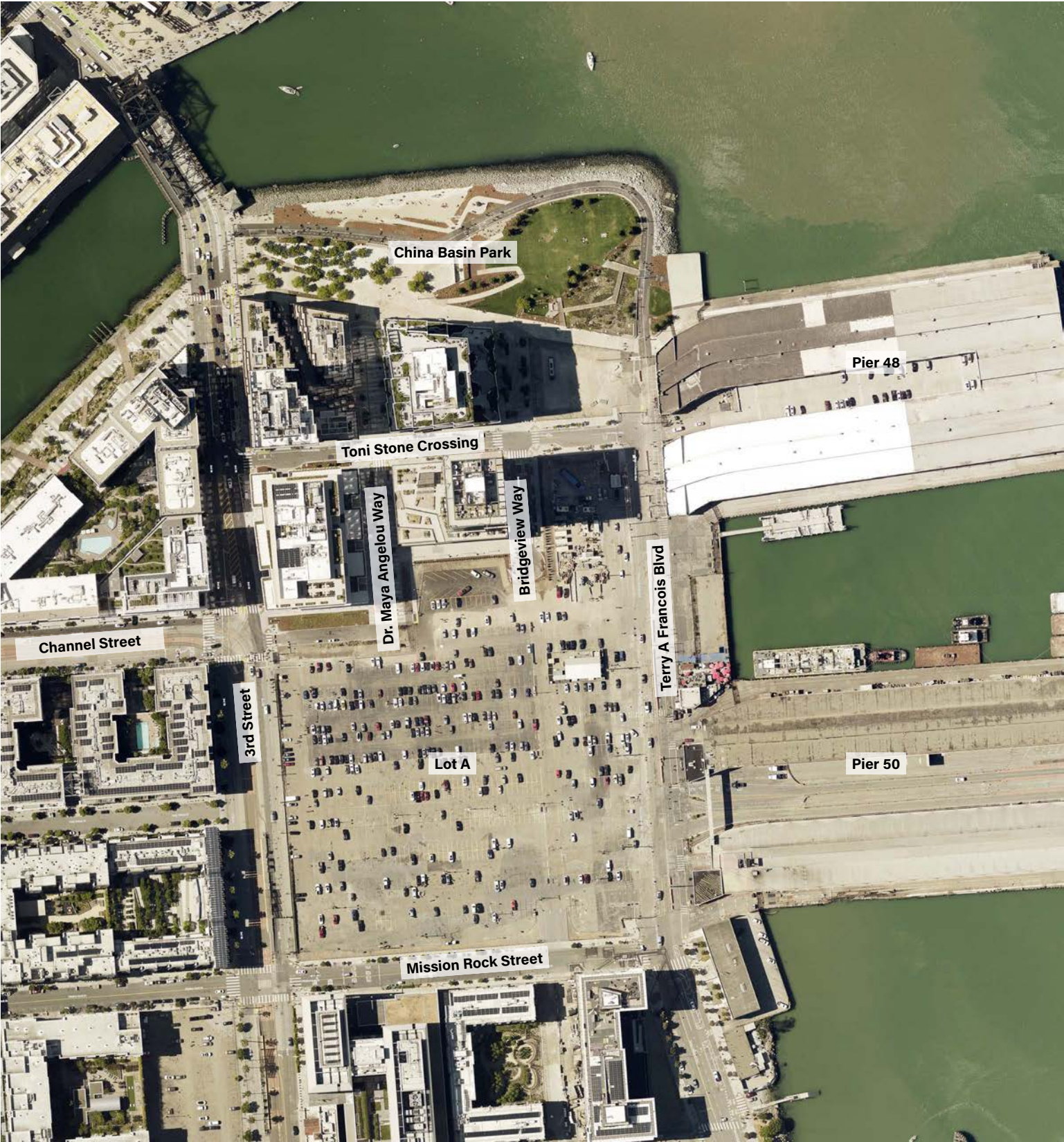
Albert Ko
City Engineer of San Francisco

Date

BASELINE MISSION ROCK IMEP ATTACHMENTS

ATTACHMENT 1

Mission Rock 28-Acre Site Project Area and Project Phasing



The Mission Rock 28-Acre Site Project Area, as described in Attachment 1. The Project is roughly bounded by China Basin to the north, San Francisco Bay, Pier 48 and a half, and Pier 50 to the east, the northern edge of the Mission Rock Street right-of-way to the south, and the eastern edge of the 3rd Street right-of-way to the west.

ATTACHMENT 2

Mission Rock 28-Acre Site Project Area and Project Phasing



City-Accepted Port Right-of-Way Phase 1

City-Accepted Port Right-of-Way Future Phase

China Basin Park and Future Parks

Other Port Open Space Phase 1

Vertical Development Site Phase 1

Vertical Development Site Future Phase

Mission Rock Phase 1 Boundary

N

0'

50'

100'

Attachment 3A

Maintenance Plan

Maintenance Items – Project Buildout

				Phase 1	Full Phase Buildout	
Specific Improvement	Products	Maintenance Frequency	Maintenance Instructions	Est. Annual Maintenance Costs	Phase 1 % of Total Project Buildout	Est. Annual Maintenance Costs
Furniture / Vertical Elements						
Bench	Landscape Forms Neoliviano Bench - 69" backed	Remove posting/graffiti as needed, Clean Benches, and refinish wood if tarnishing/weathering on an annual basis	Benches: The slats can be cleaned with clear water and a soft brush or cloth. The use of detergents is discouraged. For removing algae or moss, recommend the use of biodegradable cleaning agents. Do not use a high pressure cleaner or similar; this will open up the wood grain and make the surface coarse.	\$960	20%	\$4,800
SFFD Retractable Bollards Operation Pedestal	Heald Raptor Bollards, Integrated design by Concentric	Remove posting/graffiti as needed Clean Pedestal, and clean camera lens. Stainless Steel may need refinishing over time if scratched.	Need to ensure the intercom and camera continue to operate as intended, which will likely just require lens cleaning. Should meet with SFFD quarterly to check the FD fob activated operable switch.	\$480	100%	\$480
Stone Block (Streetlight Protection Element)	American Soil and Stone, WA Black Basalt	Clean weekly along with surrounding sit concrete	Clean, okay to pressure wash along with site concrete	\$780	50%	\$1,560
Waste Receptacles	Landscape Forms, Chase Park Litter Receptacle	Control Litter & Empty Trash Receptacles daily. Remove posting/graffiti as needed	Trash Receptacles: Metal surfaces can be cleaned as needed using a soft cloth or brush with warm water and a mild detergent. Avoid abrasive cleaners. Clasp and lock used to keep access door closed, may have need to be maintenance repairs depending on vandal access attempts. pressure wash interior periodically as spillage and debris buildup occurs.	\$1,920	20%	\$9,600
Public Art installation 1 (Toni Stone Statue)	Includes art, foundation, special paving	Annual bronze polishing, cleaning monthly	Statue will require regular cleaning, mainly to remove bird droppings, and eventually will need bronze maintenance/polishing likely on an annual basis. Artist will need to provide guidance on maintenance. Do not pressure wash. The pedestal lettering will require gold paint touch up as it fades.	\$2,000	100%	\$2,000
Public Art installation 2 (Pop Rocks)	Includes art, foundation, special paving, and painting	Cleaning monthly, bi-annual paint touch up	Art installation will be pressure washed with the rest of the streets. Vertical faces will need paint touch up. And if grouting mortar at the joints weathers/cracks over time, it may need regrouting on a 5-10yr cycle.	\$1,920	100%	\$1,920

NOTE: Annual Estimated costs are based on proposed scope of work and frequency with industry average standard, unit costs given here are estimated and do not constitute a firm quote. These estimated costs are based on the quote provided third party service vendors and subject to change if new requirement is forthcoming.

Table continues on next page

Maintenance Items – Project Buildout

				Phase 1	Full Phase Buildout	
Specific Improvement	Products	Maintenance Frequency	Maintenance Instructions	Est. Annual Maintenance Costs	Phase 1 % of Total Project Buildout	Est. Annual Maintenance Costs
Public Art installation 3 (Open Table)	Includes art, foundation, wood, and galvanized metal, special paving	Annual wood refinishing and metal galv touch up	Wood components will need refinishing if any mold or water damage occurs. And Metal elements are meant to age natural and have been dipped/coated in galvanization, so at some point if that breaks down it will need galvanization paint touch up.	\$3,840	100%	\$3,840
Public Art installation 4 ("Lounge")	Not yet built, MRP constructed under-ground features (electrical conduit, foundation)	N/A	N/A	\$-	100%	\$-
Surface Features						
Flush Electrical Outlet	Legrand Wiremold Outdoor Ground Box XB814	Annual, cleaning monthly to confirm lid opening ease, and to ensure fuses are still in tact, and no water damage	Box should be opened, cleaned, and tested to make sure operational power. Opening hinges may need periodic lubricant.	\$240	50%	\$480
Trench Drain	Urban Accessories "Jamison" Trench Grate 12" width, with 1/4" max grate openings	Monthly cleaning to make sure debris build up does not impact water inflow and cause ponding.	Remove grate from trench drain, and clean along the seating ledge to make sure it will fit back snugly without any debris that could cause it to rack and not sit flush. Remove rocks/debris from slots to ensure drainage. Within Trench drain, debris should be cleared from weirs, and stormwater basin scuppers.	\$2,880	50%	\$5,760
Round Tree Grate	Urban Accessories, Circular "Flat Rain-bow" 6', 7' diameter with 18" opening	Annual cleaning, just to make sure tree grate can continue to sit flush in recess	Long term maintenance tied to tree growth will involve removal of knock out rings of the tree grate to allow healthy tree development, without creating an ADA non-compliant gap.	\$500	50%	\$1,000
Square Tree Grate	Urban Accessories, Jamison Model Tree Grate 4'x5' with 12"x12" openings	Annual cleaning, just to make sure tree grate can continue to sit flush in recess	Long term maintenance tied to tree growth will involve removal of knock out rings of the tree grate to allow healthy tree development, without creating an ADA non-compliant gap.	\$500	20%	\$2,500
Trapezoidal Tactile Delineators on top of flush	Tekway Cast Iron 12"x12" tiles wet-set in concrete	potential re-stain/paint to mitigate excessive rusting.	Neighboring concrete color contrast was planned to allow the future rusting of the trapezoidal delineators, but this should be checked on an annual basis to ensure ADA visual contrast is maintained	\$500	50%	\$1,000
Sidewalk Landscaping	Low grade planting: small cape rush, monkey flower, dwarf coffeeberry	Monthly to ensure healthy growth and to replace when damaged.	Check Drip system, and Sprinkler head water pressure routinely. Adjust the sprinkler schedule to extend the system's lifespan and save water. Replace plants that are impacted by dog urine.	\$1,500	20%	\$7,500

Table continues on next page

Maintenance Items – Project Buildout

				Phase 1	Full Phase Buildout	
Specific Improvement	Products	Maintenance Frequency	Maintenance Instructions	Est. Annual Maintenance Costs	Phase 1 % of Total Project Buildout	Est. Annual Maintenance Costs
DMA / Channel Intersection	Natural Grey and White topcast concrete	Sweep and inspect for lift/cracks weekly Pressure wash	Potential differential settlement, although planned for and mitigated, should be monitored for any signs of tripping hazards at concrete joints, ADA deficiencies should be mitigated immediately. Concrete will need cleaning.	\$2,000	50%	\$4,000
DMA Special paving	Natural Grey and White topcast concrete	Sweep and inspect for lift/cracks weekly Pressure wash	Potential differential settlement, although planned for and mitigated, should be monitored for any signs of tripping hazards at concrete joints, ADA deficiencies should be mitigated immediately. Concrete will need cleaning.	\$6,000	50%	\$12,000
Bridgeview sidewalk Furnishing Zone pavers	OClI / Mission Bay Standard Tree Pit Surfacing	inspect for uneven movement, and occasional resetting to make flush	Tree root system was given adequate soil volume to ideally inhibit any upward pressure on the stone pavers. But will need to monitor this to ensure ADA compliance over time	\$500	50%	\$1,000
Fire Lane Markers	2" bronze disks spaced 12' on center in DMA shared street.	If bronze weathers to the point of being illegible, then surface clean/treat	These will see vehicle tire contact, so should be monitored to make sure they are not ripped from the surface, and then clean as needed to make sure they are legible	\$200	50%	\$400
Flush Curb	Poured with standard DPW curb concrete	Sweep and inspect for cracks weekly Pressure wash annually/as needed	Monitor and clean surface. Cracks that develop over time may need grout/mortar sealing.	\$200	50%	\$400
3rd Street radius curb at PG&E MH and Protection railing	Standard DPW curb concrete; with 2 rung pedestrian railing, cored and grout cast into Curb	Railing may need graffiti/sticker vandalism removal	Monitor and clean surface. Cracks that develop over time may need grout/mortar sealing. Clean railing as needed.	\$200	100%	\$200
Signage and Wayfinding						
Bike Informational Sign	1/8" aluminum panel integral dye-sub-limited graphics	monthly clean and inspect	Clean monthly, monitor for graffiti and damage to panels	\$250	20%	\$1,250
Public Dock Sign	1/8" aluminum panel integral dye-sub-limited graphics	monthly clean and inspect	Clean monthly, monitor for graffiti and damage to panels	\$250	20%	\$1,250
Pedestrian Amenity Totem	16"x16"x9' - Wayfinding Totem designed by Clearstory, fabricated by Martinelli	monthly clean and inspect	Clean monthly, monitor for graffiti and damage to panels	\$250	20%	\$1,250
Pedestrian Directional Totem	16"x16"x9' - Wayfinding Totem designed by Clearstory, fabricated by Martinelli	monthly clean and inspect	Clean monthly, monitor for graffiti and damage to panels	\$250	20%	\$1,250

Table continues on next page

Maintenance Items – Project Buildout

				Phase 1	Full Phase Buildout	
Specific Improvement	Products	Maintenance Frequency	Maintenance Instructions	Est. Annual Maintenance Costs	Phase 1 % of Total Project Buildout	Est. Annual Maintenance Costs
Bay Trail and Public Shoreline Sign	1/8" aluminum panel integral dye-sublimated graphics	monthly clean and inspect	Clean monthly, monitor for graffiti and damage to panels	\$250	20%	\$1,250
Vehicular Parking Sign	SFMTA standard sign	monthly clean and inspect	Clean monthly, monitor for graffiti and damage to panels	\$250	20%	\$1,250
Underground						
SD Connection - Bridgeview Paseo to PUC Manhole	Standard underground Port-owned utility HDPE pipes in City ROW	Annual jet clean, or as needed	close down area, open manhold lids, ad use pressure jet to clean pipes annually	\$750	100%	\$750
SD Connection - DMA Paseo to PUC Manhole	Standard underground Port-owned utility HDPE pipes in City ROW	Annual jet clean, or as needed	close down area, open manhold lids, ad use pressure jet to clean pipes annually	\$750	100%	\$750
Public Art foundations (x4)	reinforced concrete					
Conduit for private electrical outlets + Public Art	2" PVC conduit	N/A	Maintenance does not come into play unless conductors need to be swapped out, then potentially mandrell conduit if debris exists, prior to pulling in replacement wire.	\$-		
Irrigation lines	pvc irrigation piping	monitor planter areas to ensure no damage or leaking irrigation lines	Only as needed due to damage. Monthly water use quantities should be reviewed to ensure no spikes in water use that could be indicative of a leak or burst line. Replace as necessary.	\$1,000	20%	\$5,000
Deepened Curbs	DPW standard curb concrete, reinforced	Sweep and inspect for cracks weekly, Pressure wash clean with surrounding site concrete	Monitor and clean surface. Cracks that develop over time may need grout/mortar sealing.	\$200	20%	\$1,000
Electrical Conduit stub to Bridgeview	12kV 4" service conduit	N/A	Maintenance does not come into play unless conductors need to be swapped out, then potentially mandrel conduit if debris exists, prior to pulling in replacement wire.	\$-		
				\$31,320		\$75,440

Attachment 3B

Maintenance Plan

Estimated Hardware Life Cycle – Project Buildout

														Full Project Buildout	
														Phase 1 % of Total Project Buildout	Annual Contribution to Reserve Fund
Description	Manufacturer	Model Number	Additional Description	Quant.	Unit	Unit Cost*	Total Installation Cost	With 20% Markup	% Initial Constr. Cost to Replace	Est. Replacement Cost	Life-Cycle	No. Replacements 40 years	Annual Contribution to Reserve Fund		
Furniture / Vertical Elements															
Bench	Landscape Forms	Neoliviano	Bench - 69" backed - Aluminum and thermally modified ash (DSTMA)	4	ea	\$6,000	\$24,000	\$28,800	50%	\$14,400	20	2.0	\$1,440	20%	\$7,200
SFFD Retractable Bollards Operation Pedestal	Heald	Raptor	Heald Raptor Bollards, Integrated design by Concentric	2	ea	\$10,000	\$20,000	\$24,000	50%	\$12,000	20	2.0	\$1,200	100%	\$1,200
Stone Block (Streetlight Protection Element)	American Soil and Stone	WA Black Basalt	WA Black Basalt, flamed finish top with split face sides.	24	ea	\$4,500	\$108,000	\$129,600	50% ^{ww}	\$64,800	20	2.0	\$6,480	50%	\$12,960
Waste Receptacles	Landscape Forms	Chase Park Litter Receptacle	Powder coated - Silver. 2 stream: Recycling and landfill, side open, with option to lock.	8	ea	\$3,000	\$24,000	\$28,800	50%	\$14,400	20	2.0	\$1,440	20%	\$7,200
Public Art installation 1 (Toni Stone)	Artist: Dana King; Foundry: Artworks	N/A	Bronze cast statue, anchored to base plate, and epoxy anchored to concrete foundation	1	ea	\$145,000	\$145,000	\$174,000	50%	\$87,000	20	2.0	\$8,700	100%	\$8,700
Public Art installation 2 (Pop Rocks)	Artist: Terrain Works; Fabricator: Carrera Stone	N/A	Sawn raw stone; with chiseled tops, and painted vertical faces	1	ea	\$250,000	\$250,000	\$300,000	50%	\$150,000	20	2.0	\$15,000	100%	\$15,000
Public Art installation 3 (Open Table)	Artist: Oyler Wu; Fabricator: Ignition Arts	N/A	galvanized steel, with reclaimed treated Redwood bench and table art piece	1	ea	\$150,000	\$150,000	\$180,000	50%	\$90,000	20	2.0	\$9,000	100%	\$9,000
Public Art installation 4 ("Lounge")	Artist: 100 Architects	N/A	Not yet built, MRP constructed underground features (electrical conduit, foundation)	-	ea	\$-	\$-	\$-	50%	\$-	20	2.0	\$-	100%	\$-
Surface Features															
Flush Electrical Outlet	Legrand	Wiremold Outdoor Ground Box XB814	Flush Electrical Outlet for street power uses	10	ea	\$2,600	\$26,000	\$31,200	50%	\$15,600	20	2.0	\$1,560	50%	\$3,120
Trench Drain	Urban Accessories	Jamison	12" width, 1/4" Max openings	180	lnft	\$450	\$81,000	\$97,200	50%	\$48,600	20	2.0	\$4,860	50%	\$9,720
Round Tree Grate	Urban Accessories	Circular "Flat Rainbow"	Tree Grates - 6', 7' diameter with 18" opening	12	ea	\$5,000	\$60,000	\$72,000	50%	\$36,000	20	2.0	\$3,600	50%	\$7,200
Square Tree Grate	Urban Accessories	Jamison	Tree Grate 4'x5' with 12"x12" openings	6	ea	\$5,000	\$30,000	\$36,000	50%	\$18,000	20	2.0	\$1,800	20%	\$9,000

Table continues on next page

Estimated Hardware Life Cycle – Project Buildout

														Full Project Buildout	
														Phase 1 % of Total Project Buildout	Annual Contribution to Reserve Fund
Description	Manufacturer	Model Number	Additional Description	Quant.	Unit	Unit Cost*	Total In- stallation Cost	With 20% Markup	% Initial Constr. Cost to Replace	Est. Replace- ment Cost	Life-Cycle	No. Re- placements 40 years	Annual Contribution to Reserve Fund		
Trapezoidal Tactile Delin- eators on top of flush	Tekway	Cast Iron 12"x12" tiles	Trapezoidal Delineators wet-set in concrete	360	ea	\$250	\$90,000	\$108,000	50%	\$54,000	20	2.0	\$5,400	50%	\$10,800
Sidewalk Landscaping	Low grade planting sourced from multiple local nursery's	small cape rush, monkey flower, dwarf coffeeberry	Landscaping	100	ea	\$200	\$20,000	\$24,000	50%	\$12,000	20	2.0	\$1,200	20%	\$6,000
DMA / Channel Inter- section	Central Concrete; placed by Deharo	N/A	Natural Grey and White topcast concrete	900	sqft	\$56	\$50,400	\$60,480	50%	\$30,240	20	2.0	\$3,024	50%	\$6,048
DMA Special paving	Central Concrete; placed by Deharo	N/A	Natural Grey and White topcast concrete	21,600	sqft	\$56	\$1,209,600	\$1,451,520	50%	\$725,760	20	2.0	\$72,576	50%	\$145,152
Bridgeview sidewalk Furnishing Zone pavers	Stepston-Calarc	Granada White, Light Sandblast, 1401 aggregate	18"x24" Precast Concrete Unit Pavers	64	ea	\$250	\$16,000	\$19,200	50%	\$9,600	20	2.0	\$960	50%	\$1,920
Fire Lane Markers	Bersten	CD2B	2" bronze disk Fire Lane Markers	120	ea	\$45	\$5,400	\$6,480	50%	\$3,240	20	2.0	\$324	50%	\$648
Flush Curb	Central Concrete	Poured with standard DPW curb concrete	Flush Curbs	460	Inft	\$80	\$36,800	\$44,160	50%	\$22,080	20	2.0	\$2,208	50%	\$4,416
3rd Street radius curb at PG&E MH and Protection railing	Central Concrete curb, and misc metal contractor - Ahlbron, fabricated and cast the railing	N/A	3rd Street radius curb at PG&E MH and Protection railing	1	ea	\$10,000	\$10,000	\$12,000	100%	\$12,000	10	4.0	\$4,800	100%	\$4,800
Signage & Wayfinding															
Bike Informational Sign	Fabricator: Martinelli	Custom	1/8" aluminum panel integral dye-sublimat- ed graphics	4	ea	\$7,500	\$30,000	\$36,000	50%	\$18,000	20	2.0	\$1,800	20%	\$9,000
Public Dock Sign	Fabricator: Martinelli	Custom	1/8" aluminum panel integral dye-sublimat- ed graphics	1	ea	\$7,500	\$7,500	\$9,000	50%	\$4,500	20	2.0	\$450	20%	\$2,250

Estimated Hardware Life Cycle – Project Buildout

														Full Project Buildout	
														Phase 1 % of Total Project Buildout	Annual Contribution to Reserve Fund
Description	Manufacturer	Model Number	Additional Description	Quant.	Unit	Unit Cost*	Total Installation Cost	With 20% Markup	% Initial Constr. Cost to Replace	Est. Replacement Cost	Life-Cycle	No. Replacements 40 years	Annual Contribution to Reserve Fund		
Pedestrian Amenity Totem	Fabricator: Martinelli	Custom	16"x16"x9' - Wayfinding Totem designed by Clearstory, fabricated by Martinelli	1	ea	\$80,000	\$80,000	\$96,000	50%	\$48,000	20	2.0	\$4,800	20%	\$24,000
Bay Trail and Public Shoreline Sign	Fabricator: Martinelli	Custom	1/8" aluminum panel integral dye-sublimated graphics	1	ea	\$7,500	\$7,500	\$9,000	50%	\$4,500	20	2.0	\$450	20%	\$2,250
Vehicular Parking Sign	SFMTA standard sign	SFMTA standard sign	SFMTA standard sign	-	ea	\$-	\$-	\$-	50%	\$-	20	2.0	\$-	20%	\$-
Underground															
SD Connection - Bridgeview Paseo to PUC Manhole	Installer: Ranger	N/A	HDPE pipe	20	lnft	\$250	\$5,000	\$6,000	50%	\$3,000	20	2.0	\$300	100%	\$300
SD Connection - DMA Paseo to PUC Manhole	Installer: Ranger	N/A	HDPE pipe	20	lnft	\$250	\$5,000	\$6,000	50%	\$3,000	20	2.0	\$300	100%	\$300
Public Art foundations (x4)	Installer: Deharo	N/A	reinforced concrete	4	ea	\$30,000	\$120,000	\$144,000	50%	\$72,000	20	2.0	\$7,200	100%	\$7,200
Conduit for private electrical outlets + Public Art	Installer: Red Dipper	N/A	2" PVC conduit	8	ea	\$7,500	\$60,000	\$72,000	50%	\$36,000	20	2.0	\$3,600	50%	\$7,200
Irrigation lines	Installer: Jensen	N/A	pvc irrigation piping	30	ea	\$1,000	\$30,000	\$36,000	50%	\$18,000	20	2.0	\$1,800	20%	\$9,000
Deepened Curbs	Installer: Deharo	N/A	DPW standard curb concrete, reinforced	180	lnft	\$250	\$45,000	\$54,000	50%	\$27,000	20	2.0	\$2,700	50%	\$5,400
Electrical Conduit stub to Bridgeview	12kV 4" service conduit	N/A	12kV 4" service conduit	20	lnft	\$300	\$6,000	\$7,200	50%	\$3,600	20	2.0	\$360	100%	\$360
														\$169,332	\$337,344

Attachment 3C

Maintenance Plan

Estimated Maintenance Labor Cost – Project Buildout

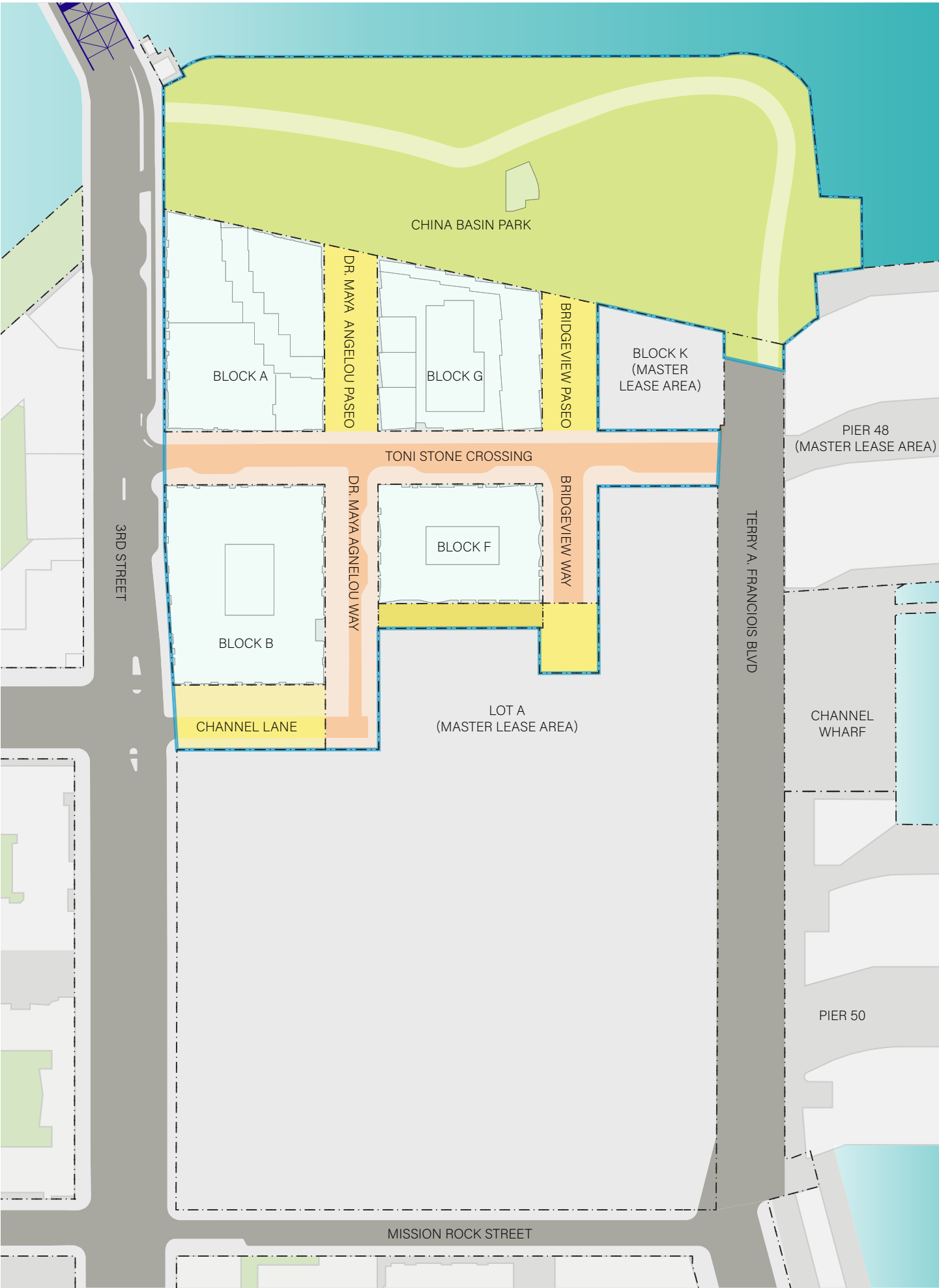
Full Project Buildout

Staffing	Scope of Work	Frequency	Base Rate	Hours / %	Annual
Landscaper	Tree trimming, Low planting maintenance, mulch containment, pest control on timely basis.	Service once a week; bi-annual structural pruning	\$60.00	496	\$119,040.00
Laborer	Site fixtures cleaning, inspection, inspect for lift/cracks, paver power washing,	Service Weekly & as needed	\$60.00	416	\$99,840.00
Plumber	Check Irrigation system on timely basis, re-pair/replace hardware as needed, programing irrigation system timely.	Service Once a month & Inspect Bi-Annually	\$75.00	176	\$52,800.00
Janitor	Control Litter and empty trash receptacles daily, control litter after events, clean benches, bike racks and site furnishings.	Clean daily & as needed	\$40.00	2,920	\$467,200.00
Painter	Clean site furnishing surface, remove graffiti	Service bi-weekly	\$45.00	192	\$34,560.00
Iron Worker	Repair and replace hardware as needed, such as bike racks, trash receptacles, etc. Also includes Street Rooms	Service Monthly; plus full galvanizing touch up annually	\$50.00	136	\$27,200.00
Materials and Supplies			\$200,160.00	100%	\$200,160.00
					\$1,000,800.00

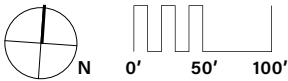
PHASE 1 ANNEXATION IMEP ATTACHMENTS

Attachment 1

Phase 1 Overview



- City-Accepted Port Right-of-Way Phase 1
- China Basin Park Phase 1
- Other Port Open Space Phase 1
- Vertical Development Site Phase 1
- Master Developer's Master Lease Area
- Mission Rock Phase 1 Boundary



Attachment 2B

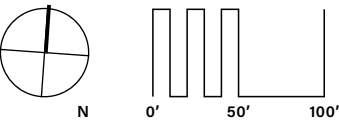
Phase 1 Underground Encroachments

NOTE

1.. Per Section 5.9A of the IMEP, encroachments marked with an asterisk (*) symbol may remain in place if IMEP is revoked in the future.



- Deepened Curb*
- Public Art Installation Foundation
- Port Electrical Conduit*
- City Electrical Conduit*
- Port Electrical Meter*
- Port Junction Box & Flush Outlet*
- Port-Owned (SFPUC-Maintained) 12kV Electrical Conduit in City ROW Serving China Basin Park*
- Port Storm Drain Main in City ROW*
- Irrigation Main/Lateral
- Irrigation Area
- Phase 1 Boundary
- City Right-of-Way
- Port Open Space
- Vertical Development Site



Attachment 3A

Maintenance Plan

Maintenance Items – Phase 1

Specific Improvement	Products	Maintenance Frequency	Maintenance Instructions	Estimated Annual Maintenance Costs
FURNITURE / VERTICAL ELEMENTS				
Bench	Landscape Forms Neoliviano Bench - 69" backed	Remove posting/graffiti as needed, Clean Benches, and refinish wood if tarnishing/weathering on an annual basis	Benches: The slats can be cleaned with clear water and a soft brush or cloth. The use of detergents is discouraged. For removing algae or moss, recommend the use of biodegradable cleaning agents. Do not use a high pressure cleaner or similar; this will open up the wood grain and make the surface coarse.	\$960
SFFD Retractable Bollards Operation Pedestal	Heald Raptor Bollards, Integrated design by Concentric	Remove posting/graffiti as needed Clean Pedestal, and clean camera lens. Stainless Steel may need refinishing over time if scratched.	Need to ensure the intercom and camera continue to operate as intended, which will likely just require lens cleaning. Should meet with SFFD quarterly to check the FD fob activated operable switch.	\$480
Stone Block (Streetlight Protection Element)	American Soil and Stone, WA Black Basalt	Clean weekly along with surrounding sit concrete	Clean, okay to pressure wash along with site concrete. Powerwash with water only when needed.	\$780
Waste Receptacles	Landscape Forms, Chase Park Litter Receptacle	Control Litter & Empty Trash Receptacles daily. Remove posting/graffiti as needed	Trash Receptacles: Metal surfaces can be cleaned as needed using a soft cloth or brush with warm water and a mild detergent. Avoid abrasive cleaners. Clasp and lock used to keep access door closed, may have need to be maintenance repairs depending on vandal access attempts. Pressure wash interior periodically as spillage and debris buildup occurs.	\$1,920
Public Art installation 1 (Toni Stone Statue)	Includes art, foundation, special paving	Annual bronze polishing, cleaning monthly	Statue will require regular cleaning, mainly to remove bird droppings, and eventually will need bronze maintenance/polishing likely on an annual basis. Artist will need to provide guidance on maintenance. Do not pressure wash. The pedestal lettering will require gold paint touch up as it fades.	\$2,000
Public Art installation 2 (Pop Rocks)	Includes art, foundation, special paving, and painting	cleaning monthly, bi-annual paint touch up	Art installation will be pressure washed with the rest of the streets. Vertical faces will need paint touch up. And if grouting mortar at the joints weathers/cracks over time, it may need rerouting on a 5-10yr cycle. Stone Type : Winterset Limestone; Stone Paint : RAL 2017 & RAL 1018; Mortar color : Midnight Black 2622.	\$1,920
Public Art installation 3 (Open Table)	Includes art, foundation, wood, and galvanized metal, special paving	Annual wood refinishing and metal galv touch up	Wood components will need refinishing if any mold or water damage occurs. And Metal elements are meant to age natural and have been dipped/coated in galvanization, so at some point if that breaks down it will need galvanization paint touch up.	\$3,840
Public Art installation 4 ("Lounge")	Not yet built, MRP constructed underground features (electrical conduit, foundation)	N/A	N/A	\$-

NOTE: Annual Estimated costs are based on proposed scope of work and frequency with industry average standard, unit costs given here are estimated and do not constitute a firm quote. These estimated costs are based on the quote provided third party service vendors and subject to change if new requirement is forthcoming.

Table continues on next page

Maintenance Items – Phase 1

Specific Improvement	Products	Maintenance Frequency	Maintenance Instructions	Estimated Annual Maintenance Costs
SURFACE FEATURES				
Flush Electrical Outlet	Legrand Wiremold Outdoor Ground Box XB814	Annual, cleaning monthly to confirm lid opening ease, and to ensure fuses are still in tact, and no water damage	Box should be opened, cleaned, and tested to make sure operational power. Opening hinges may need periodic lubricant.	\$240
Trench Drain	Urban Accessories "Jamison" Trench Grate 12" width, with 1/4" max grate openings	Monthly cleaning to make sure debris build up does not impact water inflow and cause ponding.	Remove grate from trench drain, and clean along the seating ledge to make sure it will fit back snugly without any debris that could cause it to rack and not sit flush. Remove rocks/debris from slots to ensure drainage. Within Trench drain, debris should be cleared from weirs, and stormwater basin scuppers.	\$2,880
Round Tree Grate	Urban Accessories, Circular "Flat Rainbow" 6', 7' diameter with 18" opening	Annual cleaning, just to make sure tree grate can continue to sit flush in recess	Long term maintenance tied to tree growth will involve removal of knock out rings of the tree grate to allow healthy tree development, without creating an ADA non-compliant gap.	\$500
Square Tree Grate	Urban Accessories, Jamison Model Tree Grate 4'x5' with 12"x12" openings	Annual cleaning, just to make sure tree grate can continue to sit flush in recess	Long term maintenance tied to tree growth will involve removal of knock out rings of the tree grate to allow healthy tree development, without creating an ADA non-compliant gap.	\$500
Trapezoidal Tactile Delineators on top of flush	Tekway Cast Iron 12"x12" tiles wet-set in concrete	potential restraining to mitigate excessive rusting.	Neighboring concrete color contrast was planned to allow the future rusting of the trapezoidal delineators, but this should be checked on an annual basis to ensure ADA visual contrast is maintained	\$500
Sidewalk Landscaping	Low grade planting: small cape rush, monkey flower, dwarf coffeeberry	Monthly to ensure healthy growth and to replace when damaged.	Check Drip system, and sprinkler head water pressure routinely. Adjust the sprinkler schedule to extend the system's lifespan and save water. Replace plants that are impacted by dog urine.	\$1,500
DMA / Channel Intersection	Natural Grey and White topcast concrete	"Sweep and inspect for lift/cracks weekly Pressure wash"	Potential differential settlement, although planned for and mitigated, should be monitored for any signs of tripping hazards at concrete joints, ADA deficiencies should be mitigated immediately. Concrete will need cleaning.	\$2,000
DMA Special paving	Natural Grey and White topcast concrete	"Sweep and inspect for lift/cracks weekly Pressure wash "	Potential differential settlement, although planned for and mitigated, should be monitored for any signs of tripping hazards at concrete joints, ADA deficiencies should be mitigated immediately. Concrete will need cleaning.	\$6,000
Bridgeview sidewalk Furnishing Zone pavers	OCII / Mission Bay Standard Tree Pit Surfacing	inspect for uneven movement, and occasional resetting to make flush	Tree root system was given adequate soil volume to ideally inhibit any upward pressure on the stone pavers. But will need to monitor this to ensure ADA compliance over time. Cleaning: Manufacturer Recommendation - We recommend using a mild laundry powder, a standard masonry cleaner that is suitable for precast concrete. Pressure washing Stepstone product is NOT recommended.	\$500
Fire Lane Markers	2" bronze disks spaced 12' on center in DMA shared street.	If bronze weathers to the point of being illegible, then surface clean/treat	These will see vehicle tire contact, so should be monitored to make sure they are not ripped from the surface, and then clean as needed to make sure they are legible	\$200

Table continues on next page

Maintenance Items – Phase 1

Specific Improvement	Products	Maintenance Frequency	Maintenance Instructions	Estimated Annual Maintenance Costs
Flush Curb	Poured with standard DPW curb concrete	Sweep and inspect for cracks weekly Pressure wash annually/as needed	Monitor and clean surface. Cracks that develop over time may need grout/mortar sealing.	\$200
3rd Street radius curb at PG&E MH and Protection railing	Standard DPW curb concrete; with 2 rung pedestrian railing, cored and grout cast into Curb	Railing may need graffiti/sticker vandalism removal	Monitor and clean surface. Cracks that develop over time may need grout/mortar sealing. Clean railing as needed.	\$200
SIGNAGE AND WAYFINDING				
Bike Informational Sign	1/8" aluminum panel integral dye-sublimated graphics	Monthly clean and inspect	Clean monthly, monitor for graffiti and damage to panels	\$250
Public Dock Sign	1/8" aluminum panel integral dye-sublimated graphics	Monthly clean and inspect	Clean monthly, monitor for graffiti and damage to panels	\$250
Pedestrian Amenity Totem	16"x16"x9' - Wayfinding Totem designed by Clear-story, fabricated by Martinelli	Monthly clean and inspect	Clean monthly, monitor for graffiti and damage to panels	\$250
Pedestrian Directional Totem	16"x16"x9' - Wayfinding Totem designed by Clear-story, fabricated by Martinelli	Monthly clean and inspect	Clean monthly, monitor for graffiti and damage to panels	\$250
Bay Trail and Public Shoreline Sign	1/8" aluminum panel integral dye-sublimated graphics	Monthly clean and inspect	Clean monthly, monitor for graffiti and damage to panels	\$250
Vehicular Parking Sign	SFMTA standard sign	Monthly clean and inspect	Clean monthly, monitor for graffiti and damage to panels	\$250
UNDERGROUND				
SD Connection - Bridgeview Paseo to PUC Manhole	Standard underground Port-owned utility HDPE pipes in City ROW	Annual jet clean, or as needed	close down area, open manhole lids, ad use pressure jet to clean pipes annually	\$750
SD Connection - DMA Paseo to PUC Manhole	Standard underground Port-owned utility HDPE pipes in City ROW	Annual jet clean, or as needed	close down area, open manhole lids, ad use pressure jet to clean pipes annually	\$750
Conduit for private electrical outlets + Public Art	2" PVC conduit	N/A	Maintenance does not come into play unless conductors need to be swapped out, then potentially mandrel conduit if debris exists, prior to pulling in replacement wire.	\$-
Irrigation lines	PVC irrigation piping	monitor planter areas to ensure no damage or leaking irrigation lines	Only as needed due to damage. Monthly water use quantities should be reviewed to ensure no spikes in water use that could be indicative of a leak or burst line. Replace as necessary.	\$1,000
Deepened Curbs	DPW standard curb concrete, reinforced	"Sweep and inspect for cracks weekly, Pressure wash clean with surrounding site concrete"	Monitor and clean surface. Cracks that develop over time may need grout/mortar sealing.	\$200
Electrical Conduit stub to Bridgeview	12kV 4" service conduit	N/A	Maintenance does not come into play unless conductors need to be swapped out, then potentially mandrel conduit if debris exists, prior to pulling in replacement wire.	\$-

Attachment 3B

Maintenance Plan

Estimated Hardware Life Cycle – Phase 1

						Materials + Instillation	Materials + Instillation			(Years)	(40 years)		
Description	Manufacturer	Model Number	Description*	Quantity	Unit	Unit Cost*	Total Inst. Cost*	W/ 20% Markup	% Initial Const. Cost to Replace	Est. Replace Cost	Life-Cycle	No. Replace-ments	Annual Cont. to Reserve Fund
Furniture / Vertical Elements													
Bench	Landscape Forms	Neoliviano	Bench - 69” backed - Aluminum and thermally modified ash (DSTMA)	4	ea	\$6,000	\$24,000	\$28,800	50%	\$14,400	20	2.0	\$1,440
SFFD Retractable Bollards Operation Pedestal	Heald	Raptor	Heald Raptor Bollards, Integrated design by Concentric	2	ea	\$10,000	\$20,000	\$24,000	50%	\$12,000	20	2.0	\$1,200
Stone Block (Streetlight Protection Element)	American Soil and Stone	WA Black Basalt	WA Black Basalt, flamed finish top with split face sides.	24	ea	\$4,500	\$108,000	\$129,600	50%	\$64,800	20	2.0	\$6,480
Waste Receptacles	Landscape Forms	Chase Park Litter Receptacle	Powder-coated - Silver. 2 stream: Recycling and landfill, side open, with option to lock.	8	ea	\$3,000	\$24,000	\$28,800	50%	\$14,400	20	2.0	\$1,440
Public Art installation 1 (Toni Stone)	Artist: Dana King; Foundry: Artworks	N/A	Bronze cast statue, anchored to base plate, and epoxy anchored to concrete foundation	1	ea	\$145,000	\$145,000	\$174,000	50%	\$87,000	20	2.0	\$8,700
Public Art installation 2 (Pop Rocks)	Artist: Terrain Works; Fabricator: Carrera Stone	N/A	Sawn raw stone; with chiseled tops, and painted vertical faces	1	ea	\$250,000	\$250,000	\$300,000	50%	\$150,000	20	2.0	\$15,000
Public Art installation 3 (Open Table)	Artist: Oyler Wu; Fabricator: Ignition Arts	N/A	Galvanized steel, with reclaimed treated Redwood bench and table art piece	1	ea	\$150,000	\$150,000	\$180,000	50%	\$90,000	20	2.0	\$9,000
Public Art installation 4 (“Lounge”)	Artist: 100 Architects	N/A	Not yet built, MRP constructed underground features (electrical conduit, foundation)	-	ea	\$-	\$-	\$-	50%	\$-	20	2.0	\$-
Surface Features													
Flush Electrical Outlet	Legrand	Wiremold Outdoor Ground Box XB814	Flush Electrical Outlet for street power uses	10	ea	\$2,600	\$26,000	\$31,200	50%	\$15,600	20	2.0	\$1,560
Trench Drain	Urban Accessories	Jamison	12” width, 1/4” Max openings	180	Inft	\$450	\$81,000	\$97,200	50%	\$48,600	20	2.0	\$4,860

Table continues on next page

Maintenance Plan

										(Years)	(40 years)		
Description	Manufacturer	Model Number	Description*	Quantity	Unit	Unit Cost*	Total Inst. Cost*	W/ 20% Markup	% Initial Const. Cost to Replace	Est. Replace Cost	Life-Cycle	No. Replace-ments	Annual Cont. to Reserve Fund
Round Tree Grate	Urban Accessories	Circular “Flat Rainbow”	Tree Grates - 6’ 7’ diameter with 18” opening	12	ea	\$5,000	\$60,000	\$72,000	50%	\$36,000	20	2.0	\$3,600
Square Tree Grate	Urban Accessories	Jamison	Tree Grate 4’x5’ with 12”x12” openings	6	ea	\$5,000	\$30,000	\$36,000	50%	\$18,000	20	2.0	\$1,800
Trapezoidal Tactile Delineators on top of flush	Tekway	Cast Iron 12”x12” tiles	Trapezoidal Delineators wet-set in concrete	360	ea	\$250	\$90,000	\$108,000	50%	\$54,000	20	2.0	\$5,400
Sidewalk Landscaping	Low grade planting sourced from multiple local nurseries	Small cape rush, monkey flower, dwarf coffeeberry	Landscaping	100	ea	\$200	\$20,000	\$24,000	50%	\$12,000	20	2.0	\$1,200
DMA / Channel Intersection	Central Concrete; placed by Deharo	N/A	Natural Grey and White topcast concrete	900	sqft	\$56	\$50,400	\$60,480	50%	\$30,240	20	2.0	\$3,024
DMA Special paving	Central Concrete; placed by Deharo	N/A	Natural Grey and White topcast concrete	21,600	sqft	\$56	\$1,209,600	\$1,451,520	50%	\$725,760	20	2.0	\$72,576
Bridgeview sidewalk Furnishing Zone pavers	Stepston-Calarco	Granada White, Light Sandblast, 1401 aggregate	18”x24” Precast Concrete Unit Pavers	64	ea	\$250	\$16,000	\$19,200	50%	\$9,600	20	2.0	\$960
Fire Lane Markers	Bersten	CD2B	2” bronze disk Fire Lane Markers	120	ea	\$45	\$5,400	\$6,480	50%	\$3,240	20	2.0	\$324
Flush Curb	Central Concrete	Poured with standard DPW curb concrete	Flush Curbs	460	lnft	\$80	\$36,800	\$44,160	50%	\$22,080	20	2.0	\$2,208
3rd Street radius curb at PG&E MH and Protection railing	Central Concrete curb, and misc metal contractor - Ahlbron, fabricated and cast the railing	N/A	3rd Street radius curb at PG&E MH and Protection railing	1	ea	\$10,000	\$10,000	\$12,000	100%	\$12000	10	4.0	\$4,800

Estimated Hardware Life Cycle – Phase 1

						Materials + Installation	Materials + Installation			(Years)	(40 years)		
Description	Manufacturer	Model Number	Description*	Quantity	Unit	Unit Cost*	Total Inst. Cost*	W/ 20% Markup	% Initial Const. Cost to Replace	Est. Replace Cost	Life-Cycle	No. Replace-ments	Annual Cont. to Reserve Fund
Signage & Wayfinding													
Bike Informational Sign	Fabricator: Martinelli	Custom	1/8" aluminum panel integral dye-sublimated graphics	4	ea	\$7,500	\$30,000	\$36,000	50%	\$18,000	20	2.0	\$1,800
Public Dock Sign	Fabricator: Martinelli	Custom	1/8" aluminum panel integral dye-sublimated graphics	1	ea	\$7,500	\$7,500	\$9,000	50%	\$4,500	20	2.0	\$450
Pedestrian Amenity Totem	Fabricator: Martinelli	Custom	16"x16"x9' - Wayfinding Totem designed by Clearstory, fabricated by Martinelli	1	ea	\$80,000	\$80,000	\$96,000	50%	\$48,000	20	2.0	\$4,800
Bay Trail and Public Shoreline Sign	Fabricator: Martinelli	Custom	1/8" aluminum panel integral dye-sublimated graphics	1	ea	\$7,500	\$7,500	\$9,000	50%	\$4,500	20	2.0	\$450
Vehicular Parking Sign	SFMTA standard sign	SFMTA standard sign	SFMTA standard sign	-	ea	\$-	\$-	\$-	50%	\$-	20	2.0	\$-
Underground													
SD Connection - Bridgeview Paseo to PUC Manhole	Installer: Raner	N/A	HDPE pipe	20	lnft	\$250	\$5,000	\$6,000	50%	\$3,000	20	2.0	\$300
SD Connection - DMA Paseo to PUC Manhole	Installer: Raner	N/A	HDPE pipe	20	lnft	\$250	\$5,000	\$6,000	50%	\$3,000	20	2.0	\$300
Public Art foundations (x4)	Installer: Deharo	N/A	reinforced concrete	4	ea	\$30,000	\$120,000	\$144,000	50%	\$72,000	20	2.0	\$7,200
Conduit for private electrical outlets + Public Art	Installer: Red Dipper	N/A	2" PVC conduit	8	ea	\$7,500	\$60,000	\$72,000	50%	\$36,000	20	2.0	\$3,600
Irrigation lines	Installer: Jensen	N/A	PVC irrigation piping	30	ea	\$1,000	\$30,000	\$36,000	50%	\$18,000	20	2.0	\$1,800
Deepened Curbs	Installer: Deharo	N/A	DPW standard curb concrete, reinforced	180	lnft	\$250	\$45,000	\$54,000	50%	\$27,000	20	2.0	\$2,700
Electrical Conduit stub to Bridgeview	12kV 4" service conduit	N/A	12kV 4" service conduit	20	lnft	\$300	\$6,000	\$7,200	50%	\$3,600	20	2.0	\$360

Total for all items \$164,532

Attachment 3C

Maintenance Plan

Estimated Maintenance Labor Cost – Phase 1

Staffing	Scope of Work	Frequency	Base Rate / Hr	Hours	Annual
Landscaper	Tree trimming, Low planting maintenance, mulch containment, pest control on timely basis.	Service once a week; bi-annual structural pruning	\$ 60.00	496	\$ 29,760.00
Laborer	Site fixtures cleaning, inspection, inspect for lift/cracks, paver power washing,	Service Weekly & as needed	\$ 60.00	416	\$ 24,960.00
Plumber	Check Irrigation system on timely basis, re-pair/replace hardware as needed, programing irrigation system timely.	Service Once a month & Inspect Bi-Annually	\$ 75.00	176	\$ 13,200.00
Janitor	Control Litter and empty trash receptacles daily, control litter after events, clean benches, bike racks and site furnishings.	Clean daily & as needed	\$ 40.00	2,920	\$ 116,800.00
Painter	Clean site furnishing surface, remove graffiti	Service bi-weekly	\$ 45.00	192	\$ 8,640.00
Iron Worker	Repair and replace hardware as needed, such as bike racks, trash receptacles, etc. Also includes Street Rooms	Service Monthly; plus full galva-nizing touch up annually	\$ 50.00	136	\$ 6,800.00
Materials and Supplies			\$ 200,160.00	25%	\$ 50,040.00
					\$ 250,200.00

Attachment 4

Phase 1 Operations Manual List

IMEP Asset Type	O&M Manual Title	PDF Name
Furniture / Vertical Elements		
Bench	Neoliviano Bench Sustainability Data Sheet	LF Neoliviano Bench Sustainability.pdf
SFFD Retractable Bollards Operation Pedestal	"Heald J10374/585A-C/589A-C HT1-Raptor-EM End User Manual 08/03/2023"	J10374-585A-C & 589A-C CONCENTRIC HT1-Raptor-EM.pdf
Stone Block (Streetlight Protection Element)	NA	NA
Waste Receptacles	Chase Park Waste Receptical Prodcut Data Sheet	Chase Park Litter Receptical
Public Art installation 1 (Toni Stone)	State Maintence Plan: Bronze Care	AF BronzeMaintenanceSheet.pdf
Public Art installation 2 (Pop Rocks)	"Mortar Setting Bed Materials Submittal Sherman Williams Loxon Concrete and Masonry Primer-Sealer - White Sherman Williams Latitude Exterior Arcrylic Satin Paint Restoration and Maintenance – Stone geology"	"Materials PLM SFPW-BOE.pdf 21 Restoration and Maintenance 2016 VIII.pdf SW Latitude Satin - PDS.pdf SW Loxon Masonry Primer - PDS.pdf"
Public Art installation 3 (Open Table)	Ignition Arts Maintenance and Materials Report	Open Table Streetroom - Oyler Woo - 23010 oyler-wu mission-rock closeout reduced x.pdf
Surface Features		
Flush Electrical Outlet	NA	NA
Trench Drain, Tree Grates, Trapezoidal Delineators	Urban Accessories Rust Cleaning Instructions	Rust Conditioner cleaning Instructions.pdf
Sidewalk Landscaping	Mission Rock Streetscape Improvements Landscape Maintenance Guidelines	Maintenance Guidelines - Mission Rock Phase I SIP.pdf

Table continues on next page

IMEP Asset Type	O&M Manual Title	PDF Name
Non-Standard Concrete Paving	Mission Rock SIP Submittal 321313-06: Concrete Mix Design - Mockup	321313-06 - Concrete Mix Design - Mockup SFPW-MTL 6-6-22.pdf
Bridgeview sidewalk Furnishing Zone pavers	18"x24" Precast concrete unit paver. Manufactureer: Stepstone-Calar. Finish: Granada white, light Sanadblast, 1401 Aggregate	
Fire Lane Markers	NA	NA
3rd Street radius curb at PG&E MH and Protection railing	3rd Street Manhole Railing Shop Drawings	Manhole Railing.pdf
Signage & Wayfinding		
Pedestrian Amenity Totem	"Arcrylic Signage Cleaning Instructions Cleaning Reccomendations for Direct Embed Finishes Direct Embed Finishes Cleaning Quick Guide"	Martinelli - Cleaning Manual.pdf Martinelli - DECS CLEANING RECOMMENDATIONS. Martinelli - DECS Grafitti Resistant MRK-012-0065.pdf"
Non-standard street signage (e.g. Bike Info, Bay Trail)	NA	
Underground		
SD Connection - Bridgeview Paseo to PUC Manhole	NA	NA
SD Connection - DMA Paseo to PUC Manhole	NA	NA
Conduit for private electrical outlets + Public Art	NA	NA
Irrigation System Componentns	"Climate Logic Wireless Weather Sensor System User's Guide MC-E Installation Instructions & Programming Guide RainBird Landscape Drip Control Zone Kits Installation and Operation Model 975XL2 Intallation Testing Maintenance Instructions"	Irritrol Climate Logic.pdf Irritrol MC-E.pdf Rainbird XCZ.pdf Zurn 975XL.pdf"
Deepened Curbs	SIP As-Built Drawings	24 0508 Mission Rock Phase 1 Record Drawings.pdf
Electrical Conduit stub to Bridgeview	NA	NA

MISSION ROCK

SCHEDULE OF PORT ENCROACHMENTS

This document summarizes Port-owned Phase 1 street and sidewalk encroachments at Mission Rock, as well as anticipated additional Port-owned encroachments to be installed within City rights-of-way at Mission Rock in future phases.

- Encroachment counts for future phases are estimates and subject to change pending future design development during subsequent phases or implementation of non-standard wayfinding on-site.
- This document shall be updated periodically as future phases are implemented and additional encroachments are installed on-site.
- Encroachment symbols correspond to symbology on IMEP map exhibits.

2 Public Art Installations    

3 Bench 

Waste Receptacle 

Non-Std. 3rd Street Manhole Curb & Railing  

4 Stone Blocks (Street Light Protection Elements) 

SFFD Raptor Bollard Operating Pedestal 

5 Fire Lane Marker 

Flush Electrical Outlet 

6 Trapezoidal Tactile Delineators 

Trench Drain 

7 Tree Grates  

Sidewalk Landscaping 

8 Wayfinding & Signage      

9 Special Paving 

10 Underground Utility Systems 

11 Deepened Structural Curb 

PUBLIC ART INSTALLATIONS

Tony Stone Statue

Artist: Dana King

Symbol	Quantity Phase 1
PAI-1	1



Public Art Installation 1 – “Toni Stone”

Pop Rocks

Artist: Terrain Work

Symbol	Quantity Phase 1
PAI-2	1



Public Art Installation 2 – “Pop Rocks”

Shared Table

Artist: Oyler Wu

Symbol	Quantity Phase 1
PAI-3	1



Public Art Installation 3 – “Open Table”



Lounge

Artist: 1000 Architects

Symbol	Quantity Phase 1
PAI-4	Deferred



Future Public Art Installation 4 – “Lounge”

Note: Public Art Installation 4 (PAI-4) was approved via the Mission Rock Phase 1 SIP permit, however fabrication and installation of artwork were deferred due to funding constraints. Master Developer may elect to install artwork at a future date. A portion of Dr. Maya Angelou Way was designed to accommodate the future installation of PAI-4 should funding become available.

BENCH

LorumIpsum.com

Symbol	Manufacturer	Model Number	Description	Quantity Phase 1	Assumed Quantity Project Build-out
	Heald	Neoliviano	Bench - 69" backed - Aluminum and thermally modified ash (DSTMA)	6	???



WASTE RECEPTACLE

LorumIpsum.com

Symbol	Manufacturer	Model Number	Description	Quantity Phase 1	Assumed Quantity Project Build-out
	Landscape Forms	Chase Park Litter Receptacle	Powder-coated - Silver. 2 stream: Recycling and landfill, side open, with option to lock.	8	???



3RD ST MANHOLE

Non-Standard Manhole Railing

Symbol	Quantity Phase 1	Assumed Quantity Project Build-out
	1 Each	<u>1</u>

Non-Standard Inverted Curb

Symbol	Quantity Phase 1	Assumed Quantity Project Build-out
	1 Each	<u>1</u>



STONE BLOCK

Maxiforcebollards.com/product/mcsp-ss2-s/

Symbol	Manufacturer	Model Number	Description	Quantity Phase 1	Assumed Quantity Project Build-out
SB	???	???		20	???



Note: Stone Blocks serve as streetlight protection elements on Dr. Maya Angelou Way which has a flush curbed condition. They serve to protect SFPUC-owned streetlights from adjacent vehicular traffic.

SFFD RAPTOR BOLLARD OPERATING PEDESTAL

www.urbanaccessories.com/products/site-furnishings/bike-storage/sfp/

Symbol	Manufacturer	Model Number	Description	Quantity Phase 1	Assumed Quantity Project Build-out
RBOP	???	???	???	2	???



Note: Bollard operating pedestals (RBOP) enable SFFD to lower retractable “Raptor” bollards in the event of an emergency. Raptor bollards are sited at the southern ends of Dr. Maya Angelou Way and Bridgeview Paesos. The RBOP encroachment includes bollard pedestal itself, bollard foundation, and electrical conduit routed between bollard and adjacent Port open space.

FIRE LANE MARKER

Lorum Ipsum.com

Symbol	Manufacturer	Model Number	Description	Quantity Phase 1	Assumed Quantity Project Build-out
	???	???	???	26	???



Fire lane markers demark the extents of the fire lane on Dr. Maya Angelou Way.

FLUSH ELECTRICAL OUTLET

Lorum Ipsum.com

Symbol	Manufacturer	Model Number	Description	Quantity Phase 1	Assumed Quantity Project Build-out
	???	???	???	8	???



Flush electrical outlets are installed along Dr. Maya Angelou Way. They are intended to support street activation such as performances by buskers, food vending, holiday lights etc.

Port-owned flush electrical outlets in Dr. Maya Angelou Way are fed by SFPUC power, but metered off a separate circuit located on in Port open space on Channel Street. Underground infrastructure associated with the electrical outlets such as electrical conduit and utility boxes boxes all owned by the Port and also subject to this IMEP.

TRAPEZOIDAL TACTILE DELINEATORS

Symbol	Manufacturer	Model Number	Description	Quantity Phase 1	Assumed Quantity Project Build-out
	???	???		???	???

TRENCH DRAIN

Symbol	Manufacturer	Model Number	Description	Quantity Phase 1	Assumed Quantity Project Build-out
	???	???	???	2	???



TREE GRATES

LorumIpsum.com

Symbol	Manufacturer	Model Number	Description	Quantity Phase 1	Assumed Quantity Project Build-out
	???	???	Round Tree Grate	2	???
	???	???	Square Tree Grate	26	???



SIDEWALK LANDSCAPING

Symbol	Manufacturer	Model Number	Description	Quantity Phase 1	Assumed Quantity Project Build-out
	NA	NA	Sidewalk landscaping including understory plantings and associated irrigation equipment (e.g. irrigation controllers, underground irrigation lines).	8	???



Toni Stone Sidewalk Landscaping



Bridgeview Sidewalk Landscaping



Notes:

1. Two bioretention planters on Dr. Maya Angelou Way will be owned and operated by the SFPUC and are not subject to this IMEP.
2. Per the Mission Rock JMOU and Maintenance Matrix, the Port will maintain landscaping within the bioretention planters.

SFPUC-owned bioretention planters on Dr. Maya Angelou Way (including seatwalls integrated into the planter structure) are not subject to this IMEP.

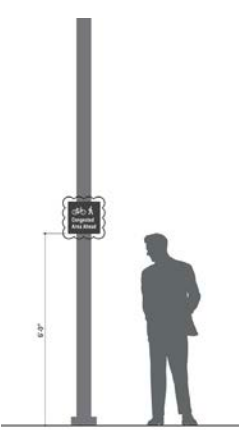
WAYFINDING & SIGNAGE



Pedestrian Amenity Totem



Pedestrian Directional Totem



Pole-Mounted Sign Layout



Bike Informational



Vehicular Parking



Bay Trail + Public Shoreline



Pubic Dock

PEDESTRIAN AMENITY TOTEM*

Symbol	Quantity Phase 1	Assumed Quantity Project Build-out
	0	???

PEDESTRIAN DIRECTIONAL TOTEM*

Symbol	Quantity Phase 1	Assumed Quantity Project Build-out
	0	???

BIKE INFORMATIONAL SIGN

Symbol	Quantity Phase 1	Assumed Quantity Project Build-out
	1	???

BAY TRAIL | PUBLIC SHORELINE SIGN *

Symbol	Quantity Phase 1	Assumed Quantity Project Build-out
	0	???

PUBLIC DOCK SIGN*

Symbol	Quantity Phase 1	Assumed Quantity Project Build-out
	0	???

VEHICULAR PARKING SIGN

Symbol	Quantity Phase 1	Assumed Quantity Project Build-out
	4	???

Refer to Phase 1 SIP and China Basin Park permit drawings for additional details.

* Sign type does not exist in Phase 1 ROW

SPECIAL PAVING

TONI STONE STATUE ART SPECIAL PAVING (CONCRETE)

Symbol	Manufacturer	Description	Quantity Phase 1	Assumed Quantity Project Build-out
	NA	Non-standard sidewalk paving surrounding the Toni Stone Statue on Toni Stone Crossing	46806 sqft	9,655 sqft



BRIDGEVIEW FURNISHING ZONE SPECIAL PAVING (UNIT PAVERS)

Symbol	Manufacturer	Description	Quantity Phase 1	Assumed Quantity Project Build-out
	Stepstone	18"x24" Precast concrete unit paver. Manufacturer: Stepstone-Calar. Finish: Granada white, light Sanadblast, 1401 Aggregate	230 sqft	460 sqft



TONI STONE/ DR. MAYA ANGELOU WAY SPECIAL PAVING (CONCRETE)

Symbol	Manufacturer	Description	Quantity Phase 1	Assumed Quantity Project Build-out
	NA	Non-standard roadway paving within the Toni Stone Crossing / Bridgeview Way intersection	46806 sqft	9,655 sqft



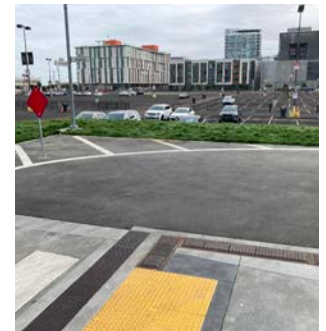
DR. MAYA ANGELOU WAY SPECIAL PAVING (CONCRETE)

Symbol	Manufacturer	Description	Quantity Phase 1	Assumed Quantity Project Build-out
	NA	Non-standard paving within the Dr. Maya Angelou Way sidewalks and roadway.	46,806	46,806



DR. MAYA ANGELOU WAY/CHANNEL STREET INTERIM SURFACE FEATURES (VARIES)

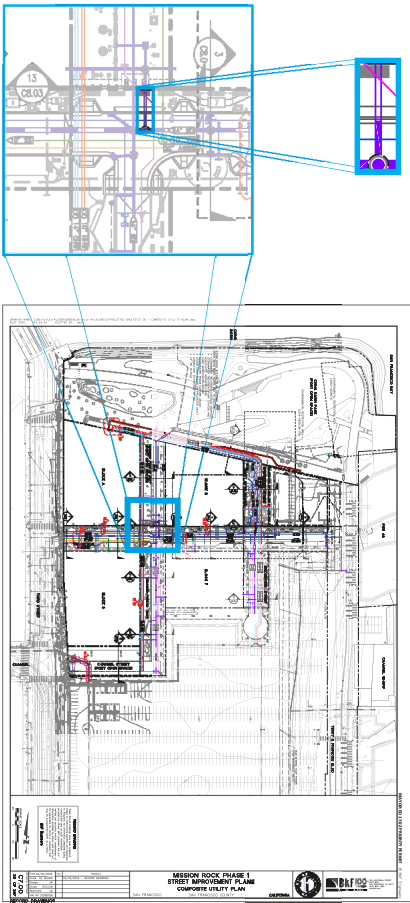
Symbol	Manufacturer	Description	Quantity Phase 1	Assumed Quantity Project Build-out
	Varies	Interim Port-owned surface features sited south of the special paving within the Dr. Maya Angelou Way ROW are subject to this IMEP. These features will be demolished and removed from this IMEP after Phase 2 is constructed and Dr. Maya Angelou Way is extended south to Mission Rock Street. Interim Port-owned surface features include: • Asphaltic Concrete Paving • Flush curb • Landscaping and associated irrigation systems • Stone block • Aggregate Base between LCC and surface paving	1	0 (Interim Channel Street surface features will be removed in future phases)



UNDERGROUND UTILITY SYSTEMS

BRIDGEVIEW SD CONNECTION
STORM DRAIN CONNECTION LINKING PORT-OWNED STORM DRAIN ASSETS IN DR. MAYA ANGELOU PASEO TO SFPUC-OWNED STORMDRAIN MAIN IN TONI STONE CROSSING

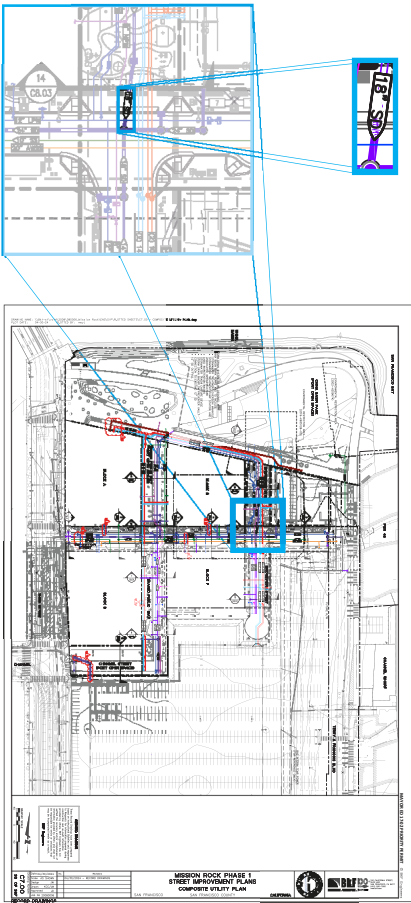
Symbol	Quantity Phase 1	Assumed Quantity Project Build-out
	1	1



Sheet C7.00 – Phase 1 SIP As-Built

DR. MAYA ANGELOU SD CONNECTION
STORM DRAIN CONNECTION LINKING PORT-OWNED STORM DRAIN ASSETS IN BRIDGEVIEW PASEO TO SFPUC-OWNED STORMDRAIN MAIN IN TONI STONE CROSSING

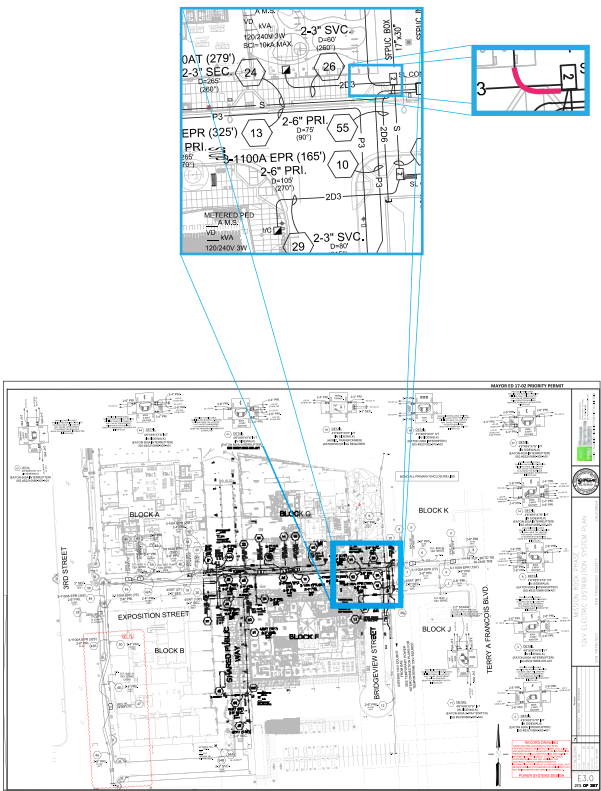
Symbol	Quantity Phase 1	Assumed Quantity Project Build-out
	1	1



Sheet C7.00 – Phase 1 SIP As-Built

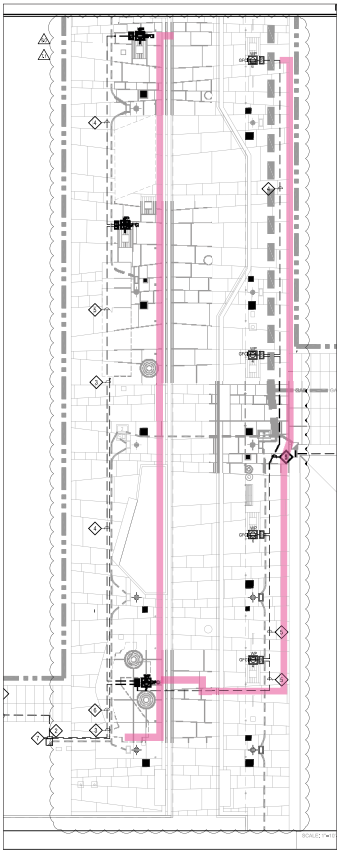
BRIDGEVIEW ELECTRICAL CONNECTION
ELECTRICAL CONDUIT LINKING PORT-OWNED ELECTRICAL ASSETS IN CHINA BASIN PARK AND THE BRIDGEVIEW PASEO TO SFPUC-OWNED VAULT IN TONI STONE CROSSING

Symbol	Quantity Phase 1	Assumed Quantity Project Build-out
	1	1



DMA PORT ELECTRICAL CONDUITS
ELECTRICAL CONDUITS AND ASSOCIATED APPURTENANCES
IN DR. MAYA ANGELOU WAY SERVING PORT-OWNED
ELECTRICAL OUTLETS.

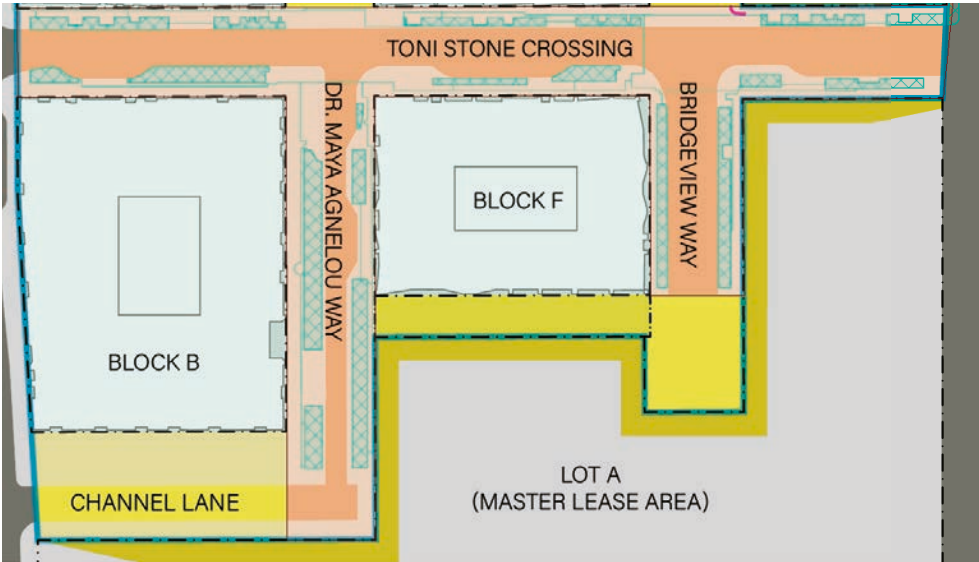
Symbol	Quantity Phase 1	Assumed Quantity Project Build-out
	8	1



Detail from Sheet E1-150 – Phase 1
SIP As-Built

IRRIGATION LINES
PVC IRRIGATION LINES SERVING PLANTING AREAS
WITHIN CITY-ACCEPTED PORT ROW

Symbol	Quantity Phase 1	Assumed Quantity Project Build-out
	180 Lft	1

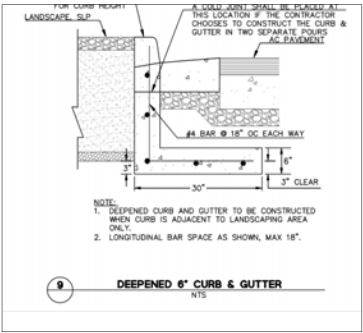


Irrigation lines
within Phase 1 SIP
permit area

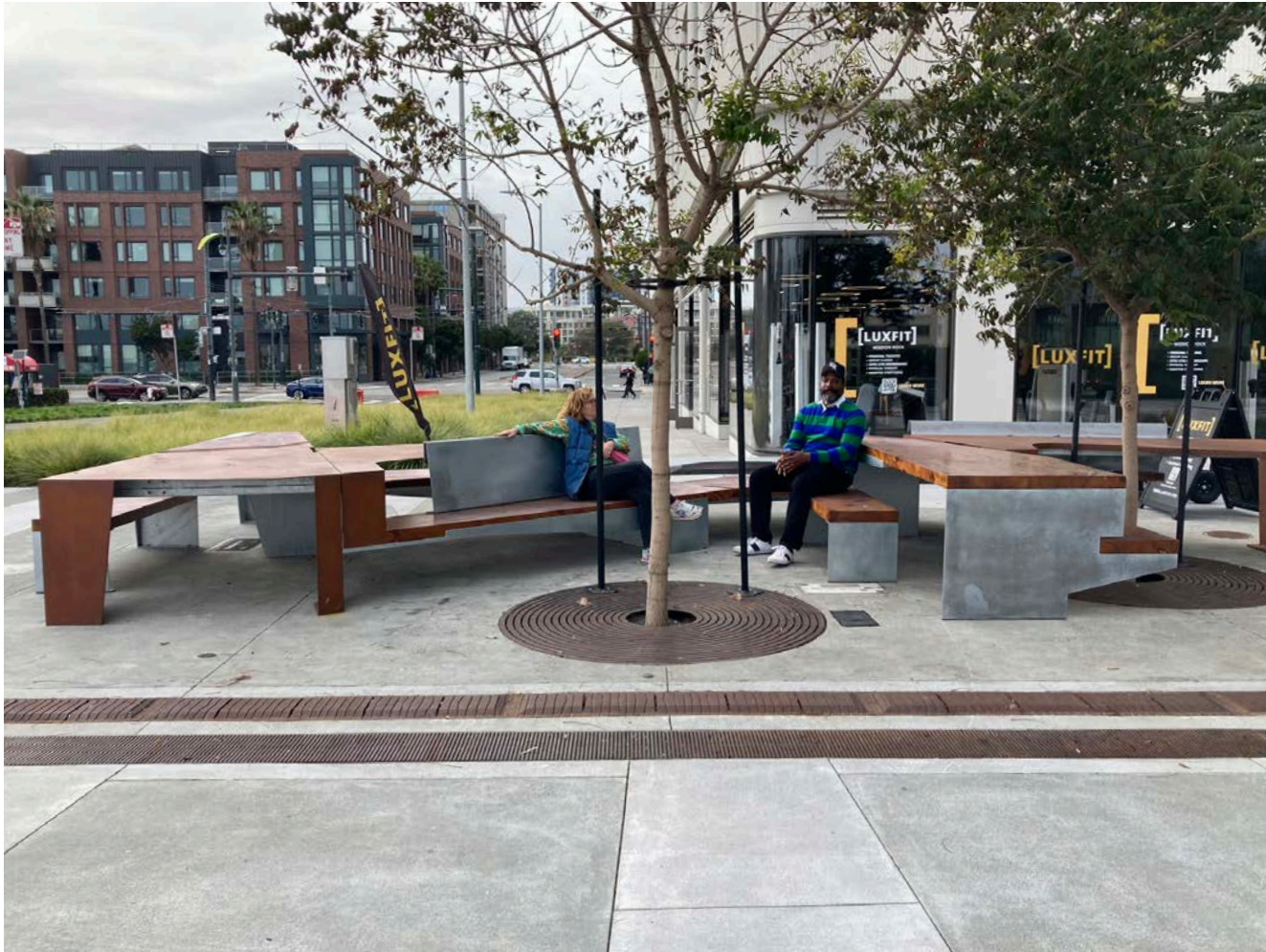
DEEPENED STRUCTURAL CURB

NON-STANDARD STRUCTURAL CURBS INSTALLED ADJACENT
TO PLANTING AREA STRUCTURAL SOILS WITHIN CITY-
ACCEPTED PORT STREETS

Symbol	Quantity Phase 1	Assumed Quantity Project Build-out
	180 Lft	1



Deepened Curb Detail from Sheet
C9.08 – Phase 1 SIP As-Built



FIN