

File No. 250285

Committee Item No. 6

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Transportation

Date: April 7, 2025

Board of Supervisors Meeting:

Date: _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
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| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
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| <input type="checkbox"/> | <input type="checkbox"/> | Contract / DRAFT Mills Act Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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OTHER

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>DRAFT IMEP – Mission Rock Phase 1</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>DRAFT LCC Monitors MEP Agreement</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PW Order Nos. 211444 and 207782</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Planning GP and CEQA Determination – February 6, 2025</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PORT Reso Nos. 25-05 and 25-06 – February 11, 2025</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Mayor's Intro Memo – March 25, 2025</u> |
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Prepared by: John Carroll

Date: April 3, 2025

Prepared by: _____

Date: _____

Prepared by: _____

Date: _____

1 [Master Encroachment Permit and Major Encroachment Permit - Mission Rock]

2
3 **Resolution granting revocable permission to the Port to maintain encroachments in the**
4 **public right-of-way, including but not limited to non-standard roadway and sidewalk**
5 **treatments, stormwater drainage elements and infrastructure, street furnishings, public**
6 **art installations, custom benches and trash receptacles, non-standard way-finding**
7 **signage, operational pedestals for retractable bollards, streetlight protection elements**
8 **and stone blocks, landscaping and irrigation, shared public way improvements under**
9 **an Interdepartmental Master Encroachment Permit; granting revocable permission to**
10 **Mission Rock Horizontal Sub (Phase I), L.L.C., a Delaware limited liability company, to**
11 **maintain monitoring instruments associated with the required monitoring of**
12 **lightweight cellular concrete installed throughout Phase 1A of the Mission Rock project**
13 **under a Lightweight Cellular Concrete Monitors Major Encroachment Permit; adopting**
14 **environmental findings under the California Environmental Quality Act; making**
15 **findings of consistency with the General Plan, and the eight priority policies of**
16 **Planning Code, Section 101.1; and authorizing the Director of Public Works to enter**
17 **into amendments or modifications to the Interdepartmental Master Encroachment**
18 **Permit, the Lightweight Cellular Concrete Monitors Major Encroachment Permit, and**
19 **the associated maintenance agreements, as defined herein, that do not materially**
20 **increase the obligations or liabilities to the City and are necessary to effectuate the**
21 **purposes of the Permit and associated Agreements, as defined herein, or this**
22 **Resolution.**

23
24 WHEREAS, This Resolution addresses the Board of Supervisors' ("Board") approval of
25 the following revocable encroachment permits and the associated maintenance agreements

1 for improvements installed within the Mission Rock Special Use District, as defined in
2 Planning Code, Section 249.80, as part of Phase 1A of the Mission Rock project ("Project"):

3 (1) Master encroachment permit and associated encroachment and maintenance
4 agreement (collectively, the "Interdepartmental Master Encroachment Permit" or "IMEP") to
5 authorize the City and County of San Francisco acting by and through its Port Commission
6 ("Port") to maintain certain improvements installed in the public right-of-way, including but not
7 limited to non-standard roadway and sidewalk treatments, stormwater drainage elements and
8 infrastructure, street furnishings, public art installations, custom benches and trash
9 receptacles, non-standard way-finding signage, operational pedestals for retractable bollards,
10 streetlight protection elements and stone blocks, landscaping and irrigation, shared public way
11 improvements (collectively, the "Port Encroachments");

12 (2) Major encroachment permit and associated encroachment and maintenance
13 agreement (collectively, "LCC Monitors MEP") to authorize Mission Rock Horizontal Sub
14 (Phase I), L.L.C., a Delaware limited liability company ("Mission Rock Permittee"), to install
15 and maintain in place the lightweight cellular concrete ("LCC") monitoring instruments ("LCC
16 Monitors"), as required under Street Improvement Permit No. 20 IE-00486 (Phase 1A), as
17 modified by Instructional Bulletins #1 and #13, and to perform routine monitoring for the period
18 specified in Public Works Order 207782; and

19 WHEREAS, California Statutes of 1968, Chapter 1333 (as amended, the "Burton Act"),
20 and San Francisco Charter, Section 4.114 and Appendix B empower the Port to use, conduct,
21 operate, maintain, manage, regulate, and control the lands within the Port's jurisdiction
22 subject to the public trust; and

23 WHEREAS, The Project is subject to that certain Disposition and Development
24 Agreement between the City, acting by and through the Port and Seawall Lot 337 Associates,
25 LLC, a Delaware limited liability company ("Developer"), approved by the Board through the

1 passage of Resolution No. 42-18 and partially assigned to the Mission Rock Permittee, and
2 recorded in the official records of the Office of the Assessor-Recorder (“Official Records”) on
3 August 17, 2018 as Document No. 2018-K656938 (as amended, “DDA”) and that certain
4 Development Agreement between the City and Developer, which was partially assigned to the
5 Mission Rock Permittee, which the Board approved through Ordinance No. 33-18
6 (“Development Agreement”); and

7 WHEREAS, In Public Works Order 211444, dated February 20, 2025 (the “Order”), the
8 Director and the City Engineer (collectively, the “Director”) recommended that the Board
9 approve the IMEP and the LCC Monitors MEP; and the Order, the IMEP, and the LCC
10 Monitors MEP, including the associated maintenance agreement and other documents, are on
11 file with the Clerk of the Board of Supervisors in File No. 250285 and incorporated herein by
12 reference; and

13 WHEREAS, In the Order, the Director also recommended that the Board delegate to
14 the Director authority to approve contiguous and non-contiguous annexation of new areas of
15 the project site into the IMEP, as applicable, and assignments of rights and obligations from
16 the original permittee to the permittee’s agent or assignee, all based on terms, conditions, and
17 obligations consistent with the Permit and Public Works Code, Sections 786 et seq.; and

18 WHEREAS, The Director also recommended that the Board delegate to the Director
19 the ability to divide the IMEP into separate master permits or individual street encroachment
20 permits in accordance with Public Works Code, Sections 786 et seq.; and

21 WHEREAS, In a letter dated February 6, 2025 (“Planning Department Letter”), the
22 Planning Department determined that the actions contemplated in this Resolution comply with
23 the California Environmental Quality Act (California Public Resources Code, Sections 21000
24 et seq.) and do not trigger the need for subsequent environmental review; said determination
25

1 is on file with the Clerk of the Board of Supervisors in File No. 250285 and is incorporated
2 herein by reference; and

3 WHEREAS, In the Planning Department Letter, the Planning Department also
4 determined that the actions contemplated in this Resolution are consistent, on balance, with
5 the General Plan, and eight priority policies of Planning Code, Section 101.1; and

6 WHEREAS, On February 11, 2025, the Port Commission approved Resolution
7 No. 25-06 authorizing the Port Director to enter into and/or amend the IMEP; now, therefore,
8 be it

9 RESOLVED, The Board adopts as its own the environmental findings and the General
10 Plan and Planning Code, Section 101.1 consistency findings in the Planning Department
11 Letter; and, be it

12 FURTHER RESOLVED, That the Board finds that the IMEP and the LCC Monitors
13 MEP are consistent with the General Plan, and the eight priority policies of Planning Code,
14 Section 101.1 for the reasons set forth in the Planning Department Letter; and, be it

15 FURTHER RESOLVED, The Board accepts the recommendations of the Public Works
16 Order No. 211444 and approves the IMEP and LCC Monitors MEP, as set forth below; and,
17 be it

18 FURTHER RESOLVED, Pursuant to Public Works Code, Sections 786 et seq., the
19 Board hereby grants revocable, non-exclusive, and non-possessionary permission to the Port to
20 occupy the public right-of-way for purposes of maintaining the Port Encroachments under the
21 terms of the IMEP; and, be it

22 FURTHER RESOLVED, Pursuant to Public Works Code, Sections 786 et seq., the
23 Board hereby grants revocable, non-exclusive, and non-possessionary permission to the Mission
24 Rock Permittee to occupy the public right-of-way for purposes of maintaining the LCC
25 Monitors under the terms of the LCC Monitors MEP; and, be it

1 FURTHER RESOLVED, The IMEP shall not become effective until the Port executes
2 and acknowledges the IMEP and delivers said IMEP and all required documents to Public
3 Works; and, be it

4 FURTHER RESOLVED, That the LCC Monitors MEP shall not become effective until
5 the Mission Rock Permittee executes and acknowledges the LCC Monitors MEP and delivers
6 said LCC Monitors MEP and all required documents to Public Works; and, be it

7 FURTHER RESOLVED, The Port, at its sole expense and as is necessary as a result
8 of the IMEP, shall maintain and repair the Port Encroachments, and accept liability for claims
9 directly related to (1) the Port Encroachments, and (2) the maintenance and repair of the Port
10 Encroachments by Port and its agents, all as more particularly described in the IMEP; and, be
11 it

12 FURTHER RESOLVED, The Mission Rock Permittee, at its sole expense and as is
13 necessary as a result of the LCC Monitors MEP, shall make the following arrangements:

14 (1) To provide for the support and protection of facilities under the jurisdiction of Public
15 Works, the Public Utilities Commission, the Fire Department, other City Departments, and
16 public utility companies; and

17 (2) To provide access to such facilities to allow said entities to construct, reconstruct,
18 maintain, operate, or repair such facilities as set forth in the LCC Monitors MEP; and

19 (3) To remove or relocate such facilities if installation of the LCC Monitors requires
20 said removal or relocation and to make all necessary arrangements with the owners of such
21 facilities, including payment for all their costs, should said removal or relocation be required;
22 and

23 (4) The Mission Rock Permittee shall assume all costs for the maintenance and repair
24 of the encroachments pursuant to the LCC Monitors MEP and no cost or obligation of any
25 kind shall accrue to Public Works by reason of this permission granted; and, be it

1 FURTHER RESOLVED, No structures shall be erected or constructed within the public
2 right-of-way except as specifically permitted therein; and, be it

3 FURTHER RESOLVED, The Board delegates to the Public Works Director the
4 authority to: 1) approve and, if approved by Port, record said IMEP and associated agreement
5 on substantially the same terms as the drafts on file with the Clerk of the Board in Board File
6 No. 250285 and incorporated herein by reference; 2) divide the IMEP into separate master
7 encroachment permits, major encroachment permits, or individual street encroachment
8 permits; 3) approve contiguous and non-contiguous annexation of new areas of the project
9 site into the IMEP; and 4) approve assignments of rights and obligations from the original
10 permittee to the permittee's agent or assignee; and, be it

11 FURTHER RESOLVED, That the Board directs the Public Works Director to submit a
12 copy of the final IMEP, the final LCC Monitors MEP, and the associated agreements within 30
13 days of final issuance or execution, whichever last occurs, to the Clerk of the Board; and, be it

14 FURTHER RESOLVED, The Board also authorizes the Director of Public Works to
15 perform and exercise the City's rights and obligations under the IMEP and the LCC Monitors
16 MEP and to enter into amendments or modifications to the IMEP and the LCC Monitors MEP
17 and the associated Agreements; and, be it

18 FURTHER RESOLVED, That such actions may include without limitation, those
19 amendments or modifications that the Public Works Director, in consultation with the City
20 Attorney, determines are in the best interest of the City, do not materially increase the
21 obligations or liabilities of the City or materially decrease the obligations of the Mission Rock
22 Permittee, or its successors, as applicable, are necessary or advisable to effectuate the
23 purposes of the IMEP, the LCC Monitors MEP, or this resolution, as applicable, with respect
24 to the respective encroachments, and are in compliance with all applicable laws; and, be it
25

1 FURTHER RESOLVED, The Board, under Public Works Code, Section 786.7,
2 acknowledges waiver of the public right-of-way occupancy assessment fee in accordance with
3 the DDA, Development Agreement, and the Public Works Director's determination for the
4 IMEP and the LCC Monitors MEP.

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**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, _____, 2025 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 California Statutes of 1968, Chapter 1333 (“Burton Act”) and San Francisco Charter Section 4.114. 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 California Constitution, the San Francisco Charter, the Municipal Code, 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 (“**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 partially assigned to Mission Rock Horizontal Sub (Phase I), L.L.C., a Delaware limited liability company (the “**Subdivider**”), and recorded in the Official Records on August 17, 2018, as Instrument No. DOC-2018-K656938-00, as may be amended (the “**DDA**”).

1.2C 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 Pier 50, Pier 48-1/2, and the San Francisco Bay on the east.

1.2E The purpose of this Agreement is to authorize the construction, placement, maintenance, and repair, from time to time, of the custom improvements located within the public right-of-way within Public Works’ jurisdiction, which custom improvements the Subdivider offered to the City, acting by and through the Port, for acceptance and public dedication by the City. In addition, this Agreement allows Permittee to assign sidewalk maintenance responsibility, subject to the terms of this Agreement, and 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, such as café tables and chairs, in the Public Right-of-Way within the Department’s jurisdiction, as defined in the Public Works Code. 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 February 6, 2025, 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: *[Drafting Note: Insert no.]* issued under Public Works Code Section 786.9 as authorized under Board of Supervisors Resolution No. [REDACTED] on file with the Clerk of the Board in File No. _____.

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, Mission Rock Street to the south, and 3rd Street 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 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 For Operational Matters:

Last Name, First Name:
Title/Relationship to Owner:
Phone Numbers:
Email Addresses:
Mailing Address:
Office Address:

Contact Person For Operational Matters:

Last Name, First Name:
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.

Attachments 2, 2B: 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. (See Attachment 2B.)
- (c) Diagram showing the actual location of Phase 1 subsurface Improvements, with accompanying description of Improvements. (See Attachment 2C.)
- (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 subject to this Agreement.

Attachments 3A, 3B, and 3C: 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 (the "**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. The manufacturers' instructions for operation and maintenance of the Improvements ("**O&M Manuals**") and other pertinent information about the equipment will be retained in the Department's records and not attached to this Agreement. A list of the O&M Manuals will be attached to this Agreement as Attachment 4. 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 obligated 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. [RESERVED]

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 prior written approval of the Department or the Port, if the Permit has been assigned or transferred to a Permittee that is not the Port. 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 and repair the Improvements, or ensure said Improvements are maintained and repaired, 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, or after becoming aware of such a 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 or after becoming aware of any such hazardous conditions. 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 two (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 denoted 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, Permits Division, 49 South Van Ness Avenue, San Francisco, CA, 94103. 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, 49 South Van Ness Avenue, San Francisco, CA 94103, 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 obligations of that Party shall be extended for a period equivalent to the period of such delay, interruption, or prevention.

28. USA NORTH MEMBERSHIP

Permittee shall work diligently to become a member of USA North and shall be subject to all support and work around clauses as required by Public Works for all third-party utilities, including the City Standard Specifications Section 00 73 20 and 00 73 21 (effective 2021) and all updates to said specifications for utility relocation and support and work around.

[Signature Page to Follow]

City Draft 3.13.25

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

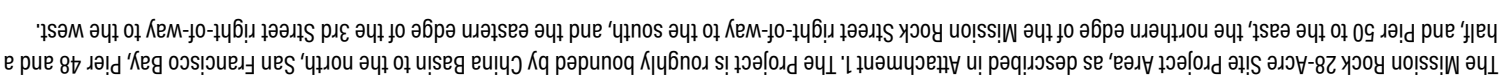
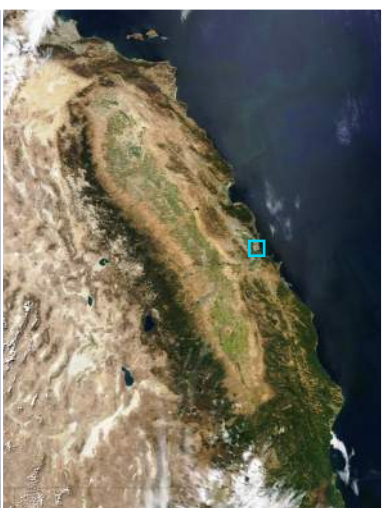
Albert Ko

City Engineer of San Francisco

Date

BASELINE MISSION ROCK IMEP ATTACHMENTS

Mission Rock 28-Acre Site Project Area and Project Phasing



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 Phase 1

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 Matrix

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 powerwash with water only when needed	\$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.			
	18"x24" Precast concrete unit paver. Manufacturer: Stepstone-Calar. Finish: Granada white, light Sanadblast, 1401 Aggregate		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	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

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
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
Bay Trail and Public Shoreline 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
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

Years														Full Project Buildout	
Phase 1														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		
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	lnft	\$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		
Description	Manufacturer	Model Number	Additional Description	Quant.	Unit	Unit Cost*	Materials + Installation	Materials + Installation	With 20% Markup	% Initial Constr. Cost to Replace	Est. Replace-ment Cost	Years Life-Cycle	No. Re-placements 40 years	Phase 1 Annual Contribution to Reserve Fund	Phase 1 % of Total Project Buildout	Annual Contribution to Reserve Fund
								Total In- stallation Cost								
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-sublimat-ed 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 - Brid-geview 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 elec-trical 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

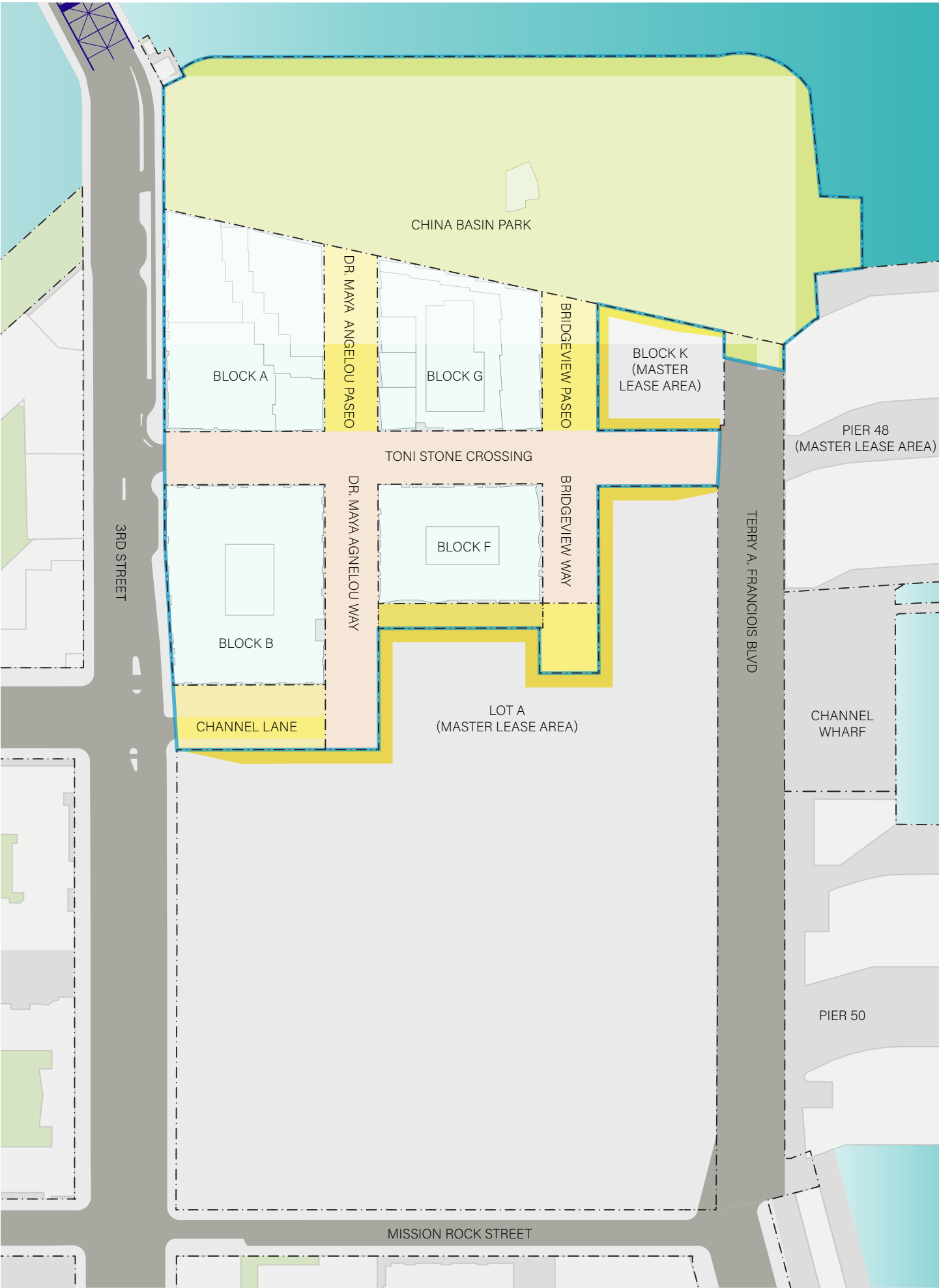
Full Project Buildout

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

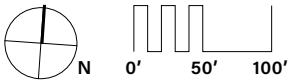
PHASE 1 ANNEXATION IMEP ATTACHMENTS

Attachment 1

Phase 1 Overview



- City-Accepted Port Right-of-Way Phase 1
- City-Accepted Port Right-of-Way Future Phase
- 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

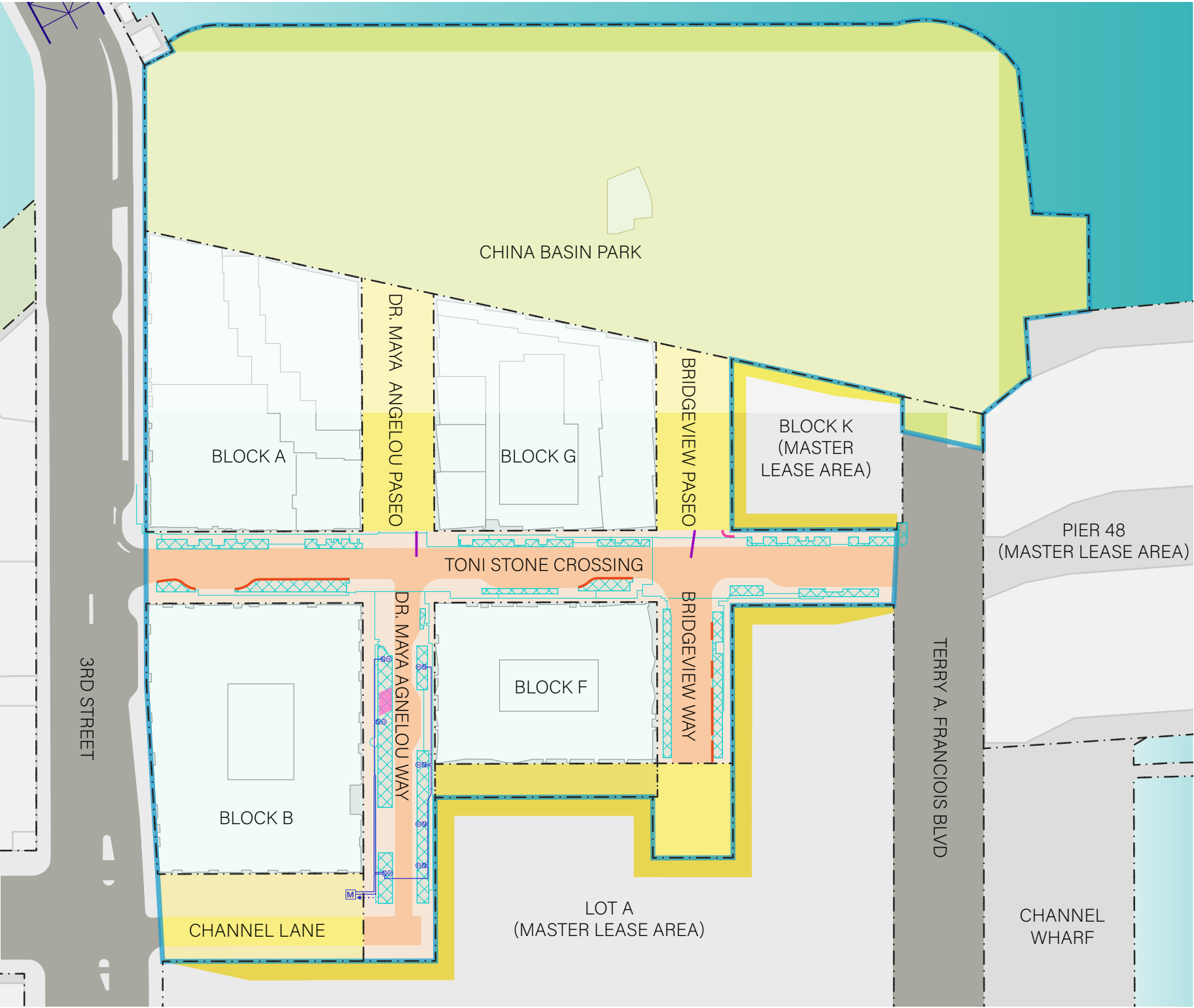


Attachment 2C

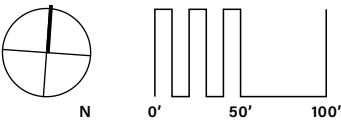
Phase 1 Underground Encroachments

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 Matrix

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	\$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.	\$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 delin-eators, 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 immedi-ately. 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 immedi-ately. 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	\$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
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 pedes-trian 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

Table continues on next page

Maintenance Items – Phase 1

Specific Improvement	Products	Maintenance Frequency	Maintenance Instructions	Estimated Annual Maintenance Costs
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
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 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.	\$-

Maintenance Plan

										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
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	lnft	\$450	\$81,000	\$97,200	50%	\$48,600	20	2.0	\$4,860

Table continues on next page

Maintenance Plan

Table continued from previous page

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
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-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
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

Table continues on next page

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

Infrastructure Type	Product Name	Manufacturer / Fabricator	Document Title	Document Name
Art				
Pop Rocks Sculpture	Latitude Exteiror Satin K62-650 Series	Sherman Williams		
Toni Stone Statue	NA	Artworks Foundry, Berkeley CA	Bronze Care	AF Bronze Maintenance Sheet.pdf
Toni Stone Statue	NA	Artworks Foundry, Berkeley CA	Bronze Care	AF Bronze Maintenance Sheet.pdf
Furniture				
Bench	Neoliviano	Landscape Forms	Neoliviano Sustainability Data Sheet	LF Neoliviano Bench Sustainability.pdf
Precast Concrete Planters	Dune Series Landscape Planters DS-38 (Dune color)	Kornegay Design (Landscape Forms)	Kornegay Design Dune Series	[NET] 129350-09 Precast Concrete Planter - Product Data - Scape - CMG - Port.pdf
Raptor Bollards		Heald LTD	J10374/585A-C/589A-CHT1-Raptor-EM End User Manual	J10374-585A-C & 589A-C CONCENTRIC HT1-Raptor-EM.pdf
Waste Receptacles	Chase Park Litter Receptacle	Landscape Forms	Chase Park Product Data Sheet	[NET] 129350-071 Chase Park Litter Re - CMG - SFPW - Port.pdf
Wayfinding Signage		Martinelli Environmental Graphics	Arcrylic Signage Cleaning Instructions	Martinelli - Cleaning Manual.pdf
Wayfinding Signage	Anti-graffiti DS	Direct Embed Coating Systems LLC	Cleaning Recommendations for Direct Embed Finishes	Martinelli - DECS Cleaning Recommendations.pdf
Wayfinding Signage			Powder with Resistance to Contamination	Martinelli - DECS Grafitti Resistant MRK-012-0065.pdf
Concrete				
Concrete Unit Pavers	Stepston-Calarc	Stepstone LLC	Cleaning Stepstone Precast Concrete Products	Stepstone-FAQ-Cleaning-Precast-Concrete.pdf
Concrete Recipes				Lorum Ipsum

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
<div>PAI-1</div>	1



Public Art Installation 1 – “Toni Stone”

Pop Rocks

Artist: Terrain Work

Symbol	Quantity Phase 1
<div>PAI-2</div>	1



Public Art Installation 2 – “Pop Rocks”

Shared Table

Artist: Oyler Wu

Symbol	Quantity Phase 1
<div>PAI-3</div>	1



Public Art Installation 3 – “Open Table”



Lounge

Artist: 1000 Architects

Symbol	Quantity Phase 1
<div>PAI-4</div>	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


<https://www.landscapiforms.com/products/neoliviano-bench>

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	20



WASTE RECEPTACLE


<https://www.landscapiforms.com/products/chase-park-litter>

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	40




3RD ST MANHOLE

Non-Standard Manhole Railing

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

Non-Standard Inverted Curb

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



STONE BLOCK

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

Symbol	Manufacturer	Model Number	Description	Quantity Phase 1	Assumed Quantity Project Build-out
SB	???	???	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.	24	48



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	Heald	Raptor	Held Raptor Bollard fire operating pedestal	2	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


LorumIpsum.com

Symbol	Manufacturer	Model Number	Description	Quantity Phase 1	Assumed Quantity Project Build-out
	Bersten	CD2B	Flush fire lane markers denote the extents of the fire lane on Dr. Maya Angelou Way.	120	240



FLUSH ELECTRICAL OUTLET

LorumIpsum.com


Symbol	Manufacturer	Model Number	Description	Quantity Phase 1	Assumed Quantity Project Build-out
	Legrand	Wiremold Outdoor ground Box XB814	Flush electrical outlet for street power uses	10	20




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
	Tekway	Cast Iron 12/12 Tiles	Trapezoidal Delineators wet-set in concrete	360	720



TRENCH DRAIN

Symbol	Manufacturer	Model Number	Description	Quantity Phase 1	Assumed Quantity Project Build-out
	Urban Accessories	Jamison	12" width, 1/4" Max openings	180 Inft	360 Inft




TREE GRATES

LorumIpsum.com

Symbol	Manufacturer	Model Number	Description	Quantity Phase 1	Assumed Quantity Project Build-out
	Urban Accessories	Circular "Flat Rainbow"	Tree Grates - 6', 7' diameter with 18" opening	2	4
	Urban Accessories	Jamison	Square tree grates with 12" x 12" openings	26	62



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



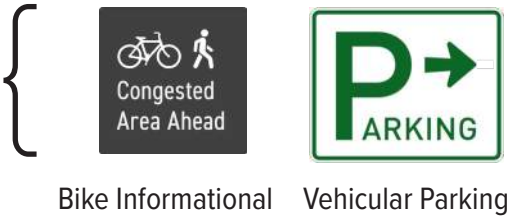
Pedestrian Amenity Totem



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	5

PEDESTRIAN DIRECTIONAL TOTEM*

Symbol	Quantity Phase 1	Assumed Quantity Project Build-out
	0	5

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
	1	5

VEHICULAR PARKING SIGN


Symbol	Quantity Phase 1	Assumed Quantity Project Build-out
	0	5

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




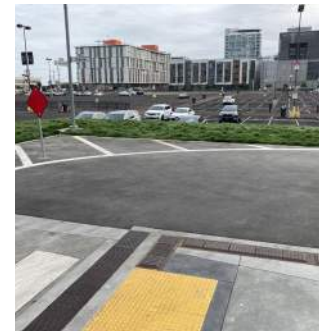
DR. MAYA ANGELOU WAY SPECIAL PAVING (CONCRETE)

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: <ul style="list-style-type: none"> • 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)

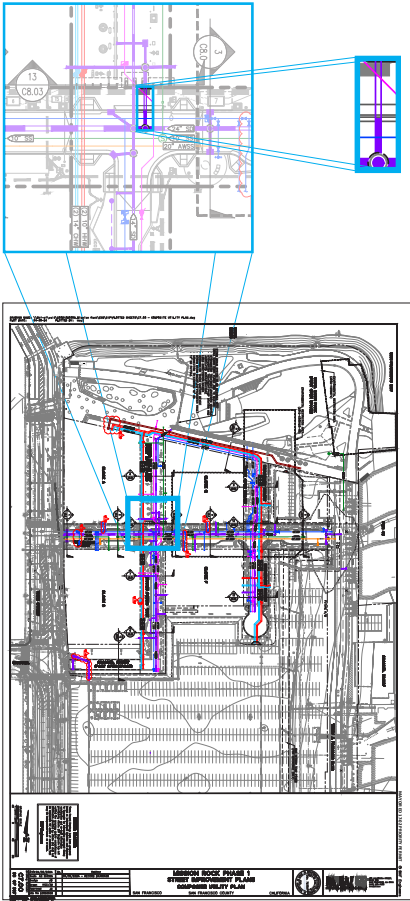


UNDERGROUND UTILITY SYSTEMS

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

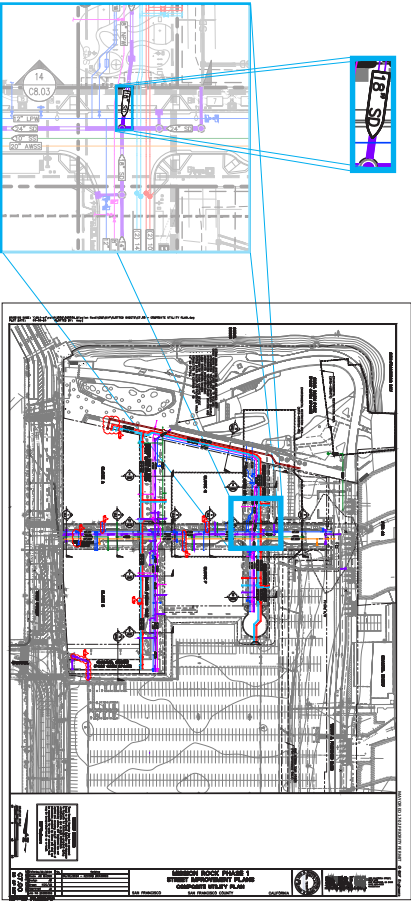


Sheet C7.00 – Phase 1 SIP As-Builts

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

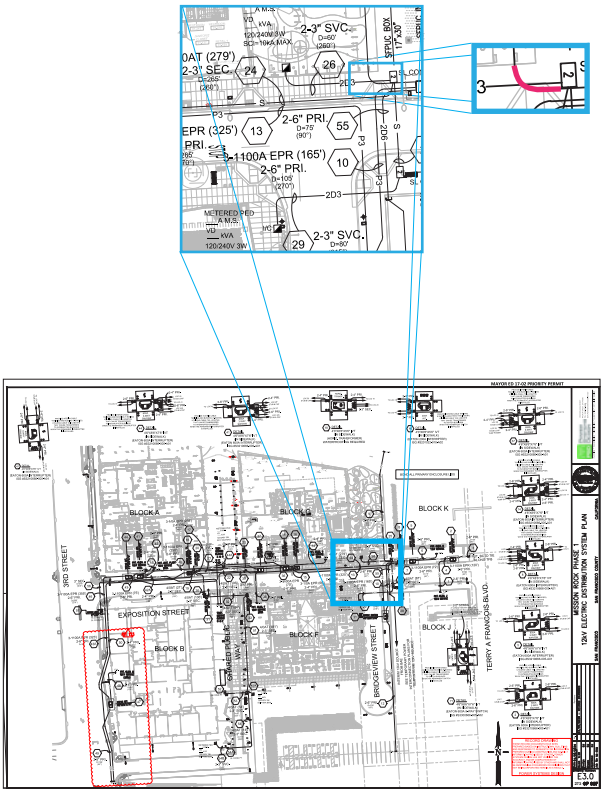


Sheet C7.00 – Phase 1 SIP As-Builts


BRIDGEVIEW ELECTRICAL CONNECTION

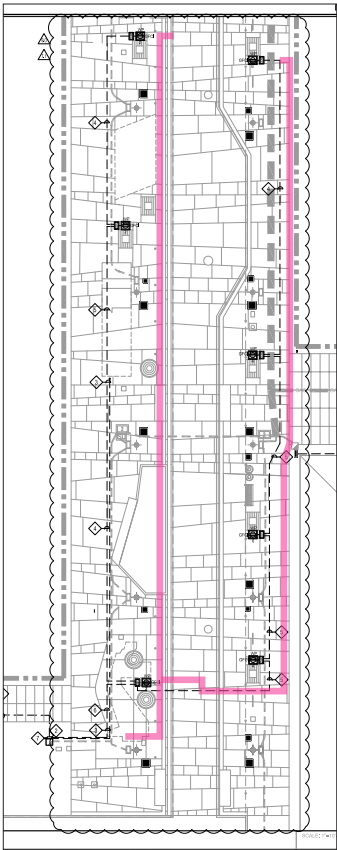
ELECTRICAL CONDUIT LINKING PORT-OWNED ELECTRICAL ASSETS IN CHINA BASIN PARK AND THE BRIDGEVIEW PASEO TO SFPUC-OWNED VAULT IN TONI STONE CROSSING

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.

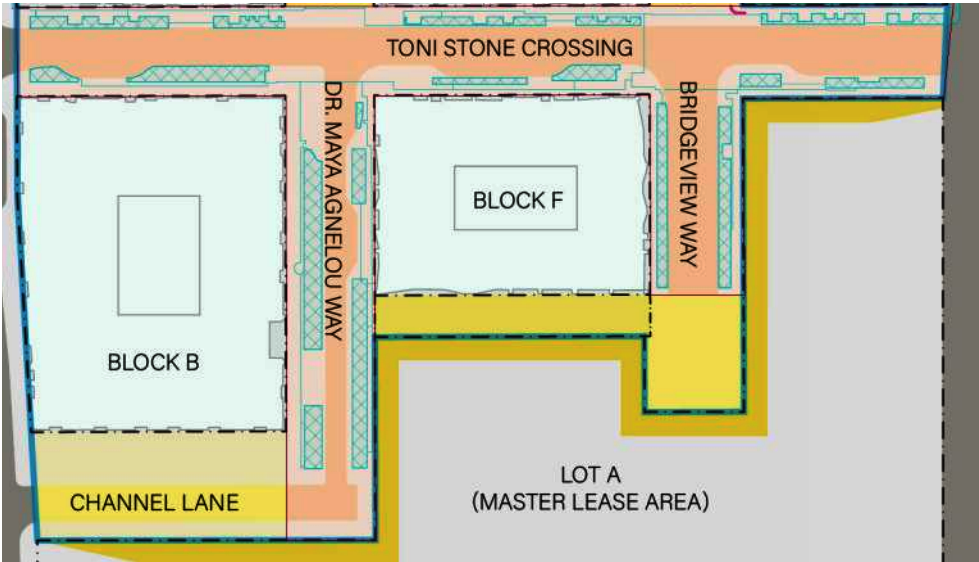
Symbol	Quantity Phase 1	Assumed Quantity Project Build-out
	8	1



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

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

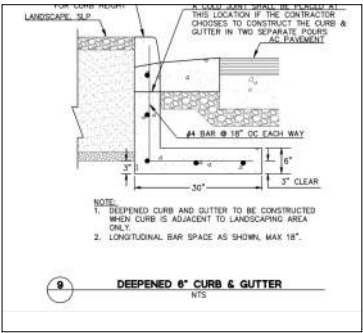


Irrigation lines
within Phase 1 SIP
permit area

DEEPEND 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-Builts



FIN

**MAJOR ENCROACHMENT PERMIT
AND MAINTENANCE AGREEMENT
(Lightweight Cellular Concrete Monitors)**

1. PARTIES AND BACKGROUND

A. The City and County of San Francisco Public Works (the “**Department**”) enters into this Major Encroachment Permit and Maintenance Agreement (“**Agreement**”) with Mission Rock Horizontal Sub (Phase I), LLC, a Delaware limited liability company (the “**Permittee**”), on this date, _____, 2025 for reference purposes only (“**Reference Date**”). In this Agreement, the “**Major Encroachment Permit**” or “**Permit**” collectively refers to the Encroachment Permit as shown on the Department approved plan(s), any associated Improvement (as defined below), and this Agreement, including its Attachments and accompanying documents. 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**”) and the San Francisco Municipal Transportation Agency (“**SFMTA**”).

B. Permittee intends to monitor, repair, and replace, as needed, certain monitoring devices installed below the surface and intended to be used to measure the settlement of the improved Public Right-of-Ways, as defined in the Public Works Code (“**PROW**”), and related infrastructure located within the Mission Rock Project (“**Project**”) as such project is described in that certain Disposition and Development Agreement for the Mission Rock project (“**Project**”) between the City, acting by and through its Port Commission (“**Port**”), and Seawall Lot 337 Associates, LLC, a Delaware limited liability company, approved by the Board of Supervisors through the passage of Resolution No. 42-18 and partially assigned to Permittee and recorded in the official records of the Assessor-Recorder of the City and County of San Francisco (“**Official Records**”) on August 17, 2018 as Document No. 2018-K656938 (as amended, “**DDA**”). Permittee is also a party that certain Development Agreement between the City and the Permittee, which the Board approved through Ordinance No. 33-18 (“**Development Agreement**”)

C. In response to Permittee’s submittal of a subdivision map application for Phase 1A of the Project, on December 13, 2019, the Department issued Public Works Order (“**Order**”) No. 202368, which approved Tentative Map No. 9443 and imposed certain terms and conditions on Permittee’s use of lightweight cellular concrete (“**LCC**”) in the Public Right-of-Ways on the Project site given that LCC is a new material for use in streets accepted into the City street system. In regard to the LCC, Order No. 202368 required the Permittee to provide an “**Initial Warranty**,” that would cover the failure of the “**LCC Infrastructure**” wherever it exists for a period of two years from the date of issuance of the last Notice of Completion for all LCC Infrastructure for the applicable Project phase. In addition, Order No. 202368 requires Permittee to provide an “**Extended Warranty**” that covers all “**Failures**” of the LCC Infrastructure for a period of three years from the date of the expiration of the Initial Warranty. In addition, Order No. 202368 required that Permittee’s use of LCC Infrastructure comply with performance criteria to be issued subsequent to Order No. 202368, and to implement settlement monitoring for a ten-year period commencing upon the date of issuance of the last notice of completion for LCC Infrastructure within the subdivision map area, which occurred on November 21, 2024.

D. On March 13, 2023, the Department issued Order No. 207782, which established the Mission Rock Phase 1A Monitoring Plan and Performance Criteria for Infrastructure that the Permittee must comply with according to Order No. 202368. Compliance with the reporting requirements set forth in Order No. 207782 is intended to demonstrate that LCC design and specifications for Phase 1 of the Project can perform safely and in accordance with the intended use and purpose of the LCC Infrastructure. The City will evaluate requests to use LCC in future Project phases based on the terms of Order Nos. 202368 and 207782, including the LCC Performance Criteria defined in Order No. 207782.

E. In conjunction with Final Map No. 9443, Permittee irrevocably offered the public infrastructure associated with Phase 1A of the Mission Rock Project to the City and the Port, as clarified and supplemented in the Amended and Restated Offer of Improvements, recorded in the Official Records on March 18, 2025 as Document No. 2025019816 (the “**Offer of City Improvements**”) and the Amended and Restated Offer of Improvements, recorded in the Official Records on March 18, 2025 as Document No. 2025019812 (the “**Offer of Port Improvements**”). The Department, in Street Improvement Permit No. 20 IE-00486, dated October 1, 2020, prepared by BKF Engineers, entitled “Mission Rock Phase 1 Street Improvement Plans,” as modified by Instructional Bulletins #1 through #13 (as modified, the “**Street Improvement Permit**”) approved construction of the improvements identified in the Offer of City Improvements that would be offered for acceptance by the City including improvements located within portions of Bridgeview Way, Dr. Maya Angelou Lane, and Toni Stone Crossing (collectively, the “**Streets**”) and the utility, roadway, and sidewalk improvements (collectively, “**Phase 1A Public Infrastructure**”). The Street Improvement Permit also authorized the installation of LCC monitoring devices intended to be used to measure the settlement of the Phase 1A Public Infrastructure and to determine whether any Failures of the LCC Infrastructure have occurred. This Permit is intended to govern the installation, maintenance, repair, replacement, and removal of the LCC monitoring devices that have been installed in Public Right-of-Ways as part of Phase 1A of the Project.

E. The Port shall maintain certain Port encroachments under the interdepartmental master encroachment permit (the “**IMEP**”) approved by the Board of Supervisors in Resolution No. _____, which is on file with the Clerk of the Board of Supervisors in File No. _____.

F. Concurrently with its approval of the Acceptance Ordinance, the Board of Supervisors approved Resolution No. _____ to allow Permittee’s continued ownership and maintenance of the LCC monitoring devices within Public Right-of-Ways located within the Project site under the terms and conditions of this Permit.

2. PERMIT INFORMATION

2.1 Permit Number: Encroachment Permit No. 25ME-00003 issued under Public Works Code Section 786(a), as originally installed under Street Improvement Permit No. 20 IE-00486, dated October 1, 2020, as modified by Instructional Bulletins #1 through #13.

2.2 Description/Location of Property: The Improvements and the Permit Area are located on the real property described in Attachment 1.

2.3 Description/Location of Permit Area:

The Improvements are located in portions of Dr. Maya Angelou Way, Toni Stone Crossing, Bridgeview Way, and Third Street outlined in Attachment 2. The areas within five feet in each direction and to the depth of each installed facility of each of the Improvements are collectively referred to herein as the “**Permit Area**.”

2.4 General Description of Improvements (See Attachment 2):

In this Permit, the “**Improvements**” means the sanitary sewer and storm drain manhole settlement monitors, non-potable water gate valve settlement monitors, sanitary sewer and storm drain high density poly ethylene settlement monitors, extensometer settlement monitors, and piezometer settlement monitors as depicted and in the locations depicted on the Mission Rock Phase 1 Street Improvement Plans Settlement Monitoring Plan Record Drawings dated April 30, 2024, a copy of which is attached hereto as Attachment 2. The Improvements include the enclosures corresponding to each of the aforementioned monitors.

2.5 Permit Type: Major Encroachment Permit

2.6 Permittee’s Corporate Information:

Name: Mission Rock Horizontal Sub (Phase I), LLC, a Delaware limited liability company

Mailing Addresses: c/o Tishman Speyer
45 Rockefeller Plaza
New York, New York 10111

And:

c/o Giants Development Services LLC
24 Willie Mays Plaza
San Francisco, California 94107
Attention: Julian Pancoast, Vice President, Real Estate Development

With copies to:

Tishman Speyer
45 Rockefeller Plaza
New York, New York 10111
Attention: General Counsel

And:

Perkins Coie LLP
505 Howard Street, Suite 1000
San Francisco, California 94105
Attention: Garrett Colli

2.7 Permittee's Contact Information.

The Permittee shall provide to Public Works, SFMTA, 311 Service Division, and SFPUC the information below regarding a minimum of two (2) contact persons who are in charge of or responsible for complying with the operational requirements of the Permit. Permittee shall notify both Public Works and SFMTA within thirty (30) calendar days of any changes in the Permittee's personnel structure that are material to this Permit 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 and shall provide Permittee's preferred contact persons concerning operational matters.

Contact Person For Operational Matters:

Last Name, First Name: Lum, Patrick
Title/Relationship to Owner: Chief Engineer, Mission Rock
Phone Number: (415) 793-5291
Email Addresses: plum@tishmanspeyer.com
Address: 1023 Third Street, Suite 01, San Francisco, CA 94158

Contact Person For Operational Matters:

Last Name, First Name: Ng, Lily
Title/Relationship to Owner: Property Manager, Mission Rock:
Phone Number: []
Email Addresses: Lng@tishmanspeyer.com
Address: 1023 Third Street, Suite 01, San Francisco, CA 94158

Agent for Service of Process:

1505 Corporation
National Registered Agents, Inc.
330 N. Brand Blvd.
Glendale, California 91203

2.8 List of Attachments. The following additional documents are attached to or accompany this Agreement. All attachments shall be on sheets sizing 8.5 by 11 inches so they can be easily inserted into this agreement as an attachment:

- Attachment 1: **Property Information.** Written description of the location of the real property in which the Permit Area is located.
- Attachment 2: Diagram showing the boundary limits of the Permit Area and identifying all Improvements in the Permit Area (“**Precise Diagram**”).
- Attachment 3: The **Maintenance Plan** identifies any routine maintenance, repair and replacement tasks, as applicable. Permittee shall provide the regular (e.g., daily, weekly, etc.) estimated expenses, including labor hours, cost per hour, and materials needed for maintenance. See Section 5.4B for additional information regarding the Maintenance Plan.
- Attachment 4: Permittee shall provide the Department with the **Operations Manual** within six months of the Reference Date.
- Attachment 5: [RESERVED.]

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

(a) Following Board of Supervisors approval and confirmation that the Department has received all required permit documents and fees, the Department shall issue the approved Permit. The date this Encroachment Agreement is executed by all parties shall be the “**Effective Date**” of the Permit.

(b) Subject to the provisions of Sections 14 (Assignment of Agreement) and 15 (Transfer and Acceptance Procedures) below, the privilege given to Permittee under this Agreement with respect to the Improvements located in the Permit Area is revocable, personal, non-exclusive, non-possessory, and effective only insofar as the rights of City in the PROW are concerned.

(c) This Permit does not grant any rights to construct or install Improvements in the Permit Area until the Public Works Director issues written authorization for such work.

4. INSPECTION, MONITORING, AND MAINTENANCE RESPONSIBILITIES

Permittee acknowledges its responsibility to maintain and monitor the Permit Area and its Improvements according to an “**Inspection, 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 ten (10) years. Within ten (10) business days from the date of the Director’s written request for maintenance information, the Permittee shall provide proof that maintenance activities have been performed according to the requirements and frequency of maintenance described in the Maintenance Plan.

The Permittee shall inspect each of the Improvements and take measurements using the Improvements in accordance with the monitoring schedule prescribed in Order 207782. Moreover, Permittee shall maintain a written and image log of all maintenance issues, including, but not

limited to: defects, damages, defacing, complaints, and repairs performed on the Improvements and the Permit Area. The images for the logged maintenance issues and repairs shall clearly show the location and detail of the damaged or defaced element or area, and its repair and restoration. Permittee shall maintain all files and provide them, when requested by City under this Section 4, in a format and media consistent with current standards for data retention and transfer, such as a USB flash drive compatible with a commonly available personal computer. The Maintenance Report, at a minimum, shall include the following information: monitor readings in accordance with the monitoring schedule prescribed in Order 207782; 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. Permittee will provide a Maintenance Report to Public Works after completing any repair or replacement of the Improvements that would impact the collection and reporting of LCC monitoring data.

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, Article 2.4 of the Public Works Code (“**Excavation in the Public Right-of-Way**”) and Public Works Order No. [*Drafting Note: Insert reference to LCC Excavation Order.*], and as directed by the 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 and Approvals

5.1A Requirement to Obtain all Regulatory Permits and Approvals.

Permittee has obtained Street Improvement Permit No. 20 IE-00486, dated October 1, 2020, as modified by Instructional Bulletins #1 through #13, for the installation of the Improvements.

5.1B Subsequent Excavation within Permit Area.

When maintenance or repair 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 applicable excavation permit bonding and security requirements 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, and that such Permittee bear the cost of restoration of the Permit Area as applicable under Section 5.8.

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. Permittee shall not perform any excavation work without City's 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 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 if either or both are applicable.

Permittee shall provide advance notice and work closely with all owners of improvements on adjacent or proximate parcels ("**Fronting Property Owners**") to avoid unreasonable disruption (even if temporary) of use and access to their property during any Permitted Activities or other permitted or unpermitted activity by Permittee that may impact Fronting Property Owners, as determined by the Director.

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, and all other applicable City permits, ordinary wear and tear excepted. Permittee agrees to maintain said Improvements as described in the Permit and Order 207782. 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 8. Permittee is wholly responsible for any facilities 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. Permittee is liable for all claims related to the installed facilities 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) In the event that the 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 Maintenance Plan.

The Permittee shall submit to the Department a Maintenance Plan with a detailed description of means and methods to maintain any and all elements of the Permit. The Maintenance Plan should identify estimated annual operating expenses, regular maintenance expenses, replacement costs, replacement lifespan, and any specialized equipment necessary for continued operation of the facilities, which shall be certified by the City Engineer in conformance with Public Works Code Section 786.8(c). Refer to Attachment 3. Within six months of the Reference Date, Permittee also shall submit an Operations Manual with a detailed description of how to operate any specialized equipment necessary for continued operation of the facilities along with manufacturer's instructions for operation and other information pertinent information about the equipment. The City Engineer shall review and certify both the Maintenance Plan and Operations Manual.

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

Permittee acknowledges its maintenance responsibility to abate any unsafe, hazardous, damaged, or blighted conditions that arise from Permittee's ownership and maintenance of the Improvements within the Permit Area. Following receipt of a notice by the Department of an unsafe, damaged, or blighted condition of the Improvements (or of the Permit Area arising out of the presence of the Improvements therein), Permittee shall immediately respond to the notice and restore the site to the condition specified on the Construction Plans 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 that result directly or indirectly from Permittee's use of the Permit Area, 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 specified time 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 or Notice of Violation citation and/or request for reimbursement fees to the Department for departmental and other City services necessary to abate the condition in accordance with Section 8.

5.5 Permittee's Maintenance, Liability, and Notice Responsibilities.

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 coordinate with the Port and its agents or contractors concerning repairs or restoration of any improvements within the Permit Area that are subject to the IMEP. Permittee shall be responsible for the restoration of any improvements (including, e.g., sidewalk, landscaping, or non-standard hardscape) within the Permit Area subject to the IMEP that are disturbed or otherwise damaged by the Improvements or through Permittee's performance of Permitted Activities. Permittee agrees to work expeditiously with the City and the Port to coordinate any such repairs within the required timeframes under the IMEP.

5.6 Annual Certification of Insurance.

Upon receipt of a written request by the Department, but no more than annually, Permittee shall submit written evidence to the Department indicating that the requirements of Section 7 (Insurance) and, if applicable, Section 8 (Security), have been satisfied.

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 in a clean and orderly manner to the satisfaction of the 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 publicly dedicated 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 Director.

5.8 Excavation or Temporary Encroachment within the Permit Area.

Permittee acknowledges its maintenance responsibility for the Improvements, and any portion of the Permit Area in which the Permittee has excavated, 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 performing excavation for a City project, but shall not include any Public Utility or private third-party excavating pursuant to a City or Port-issued permit. “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 the work until after the emergency situation has been abated at which point the Department will strive to cooperate with affected City department to 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 Improvements and the affected portion of the Permit Area to the condition specified on the Construction Plans, provided, however, the excavator shall implement commercially reasonable precautions to protect the Improvements located within the Permit Area from injury or damage during the excavation or future work.

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 within thirty (30) calendar days following the completion of the excavation or temporary encroachment; provided, however, to the extent that such restoration cannot be completed within such thirty (30) calendar day period due to weather or unforeseen circumstances, then such period shall be extended provided that the excavator 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 of 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 not contracted by the City (e.g., Fronting Property Owner, resident, or Fronting Property Owner’s or resident’s contractor or agent), it shall be the responsibility of the private party and the Permittee to coordinate the restoration of the Improvements 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 Improvements within thirty (30) calendar days after completion of the excavation or 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 the 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 for work performed (time and materials) and shall not seek or request compensation for coordination or the inability to use the Improvements for the duration of excavation or occupancy.

5.8C Temporary Encroachments for Entities Other Than Permittee. In the case of temporary encroachments Permittee shall work collaboratively with the entity that will be temporarily encroaching the Permit Area (“**Temporary Encroacher**”) to coordinate the temporary encroachment. It shall be the responsibility of the Temporary Encroacher to protect in-place the Improvements.

5.8D Additional Time to Complete Site Restoration Where Future Work Is Anticipated. Prior to the Permittee’s undertaking of any restoration of the Improvements or the applicable portion of the Permit Area (if required per Section 5.7) to the conditions specified in the Construction 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. 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, successor owner(s), 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.

If the Permit is terminated by Permittee, revoked or terminated by City, or revoked by operation of the events set forth in Section 5.9B(3) (each an “**MEP Termination Event**”) with respect to a portion or portions of the Permit Area, Permittee shall remove the Improvements therein and restore the Permit Area to a condition specified by City for a standard PROW or as

the Director of Public Works 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 Public Works 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 that meets the standards required by a Public Works street improvement permit with a duration not less than one (1) year from the date Public Works confirms that the work is complete. For avoidance of doubt, acquisition of the Improvements by a party with legal authority to maintain the Improvements without this Permit shall not give rise to the Right-of-Way Conversion requirements hereof.

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.

The obligation of Permittee, successor owner, or Permittee's successor in interest to remove the Improvements and restore the PROW to a condition satisfactory to Director of Public Works 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 Right-of-Way Conversion and to the extent the 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 the responsibility to maintain the existence of the 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) This Agreement shall continue and remain in full force and effect at all times until the Permittee's removal or abandonment in place (both subject to Public Works' concurrence) of the Improvements, except if the City elects to terminate Permittee's maintenance obligations pursuant to this Section 5.9B 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 the any remaining Permit obligations. City shall record evidence of any such termination in the Official Records. The Director may agree to extend the term of the Agreement upon written request of Permittee.

(b) At any time during the term of the Permit, Permittee may request to amend the scope of such Permitted Activities through a written amendment to this Agreement. The Director, in

his or her sole discretion, may approve, approve with conditions, or deny the requested amendment. If the Director approves an amendment, both parties shall execute and record the approved amendment. Further, Permittee and 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 of the Improvements as described in the Permit Area (Attachment 2). 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 5.4B) and Attachment 3. The 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 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 record in the Official Records of San Francisco County, an amendment to this Agreement 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 Director. Permittee shall properly dispose of such cleaning materials or tools.

6. 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.

6.1 Improvements

Other than the approved Improvements, 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 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 Director shall have a period of twenty (20) business days from receipt of request for approval of a Proposed Alteration to review and approve or deny such request for approval. Should the Director fail to respond to such request within said twenty (20) business day period, Permittee’s Proposed Alteration shall be deemed disapproved. In requesting the Director's approval of a Proposed Alteration, Permittee acknowledges that the 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 other affected PROW. If Permittee does not agree with the Director's installation or maintenance requirements for any Proposed Alteration, Permittee shall not perform the Proposed Alteration. If Permittee agrees with the Director's installation or maintenance requirements for any Proposed Alteration, prior to Permittee's commencement of such Proposed Alteration, Permittee and the Director shall enter into a written amendment to this Agreement that modifies the Permitted Activities to include such requirements. Prior approval from the 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 Director’s decision regarding a Proposed Alteration shall be final and not appealable.

6.2 Dumping

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

6.3 Hazardous Material

Permittee shall not cause, nor shall Permittee 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 transported to or from the PROW. Permittee shall immediately notify City if Permittee learns or has reason to believe that a release of Hazardous Material has occurred in, on, or about the PROW. In the event Permittee or its agents cause a release of Hazardous Material in, on, or about the PROW, Permittee 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, Permittee shall afford 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.

Notwithstanding anything herein to the contrary, if the Director determines that neither Permittee nor its agents caused the release or threatened release of the Hazardous Material, Permittee 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 Director finds that neither Permittee nor its agents was the source and did not cause the release of such Hazardous Material, Permittee 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 Permittee or its agents.

6.4 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 6.4 if such equipment is used in compliance with all applicable laws.

6.5 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 Director's satisfaction; or, if the City chooses to restore the damaged property, Permittee shall reimburse City for its costs of restoration.

7. INSURANCE

7.1 As described below, Permittee shall procure and keep insurance in effect at all times during the term of this Agreement, at Permittee's own expense, and cause its contractors and subcontractors to maintain insurance at all times, during Permittee's or its contractors performance of any of the Permitted Activities on the PROW. If Permittee uses any contractors or subcontractors to perform any of the Permitted Activities on or about the Permit Area, Permittee shall require the contractors or subcontractors to provide all necessary insurance and to name the City and County of San Francisco and its officers, agents, and employees, and the Permittee as additional insureds and to waive subrogation in favor of City, where required. If Permittee fails to maintain the insurance in active status, such failure shall be a Permit default subject to the Department's 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.

7.1A An insurance policy or insurance policies issued by insurers with ratings comparable to A-VIII, or higher that are allowed 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 Permittee's liability hereunder;

7.1B 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;

7.1C 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

7.1D 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.

7.2 All liability policies required in this Agreement shall provide for the following: (i) name as additional insured the City and County of San Francisco, its officers, 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) stipulate that no other insurance policy of the City and County of San Francisco will be called on to contribute to a loss covered hereunder.

7.3 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.

7.4 All insurance policies shall 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 both Permittee and City. Permittee 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 Permittee's receipt. Permittee 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 ATTN: Infrastructure Task Force (Mission Rock Project), Department of Public Works, 49 South Van Ness Avenue, 9th Floor, San Francisco, CA, 94103, or any future address for the Department. The permission granted by the Permit shall be suspended upon the termination of such insurance. Upon such suspension, the Department and Permittee shall meet and confer to determine the most appropriate way to address the Permit. If the Department and Permittee cannot resolve the matter, the Permittee 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.

7.5 Prior to the Effective Date, Permittee 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. Permittee shall furnish complete copies of the policies upon written request from City. In the event Permittee shall fail to procure such insurance, or to deliver such certificates or policies (following written request), Department shall provide notice to Permittee of such failure and if Permittee 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 Director deems appropriate.

7.6 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.

7.7 Should any of the required insurance be provided under a claims-made form, Permittee 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.

7.8 Upon City's request, Permittee 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 Permittee 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 Permittee hereunder to conform to such general commercial practice.

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

8. VIOLATIONS; SECURITY DEPOSIT; MAINTENANCE ENDOWMENT.

8.1 Notices of Violation; Uncured Defaults

Permittee acknowledges that the Department may pursue the remedies described in this Section in order to address a default by Permittee of any obligation under this Permit with respect to any Permit Area for which Permittee is responsible 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 or stating that the Permittee has otherwise failed to comply with a term or terms of this Agreement ("**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 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 Improvements within 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**”), thirty (30) days if not specified.

(ii) Permittee shall have ten (10) days to submit to the Department, addressed to the Director via Permits Division, Department of Public Works, 49 South Van Ness Avenue, 9th Floor, San Francisco, CA, 94103, a written appeal of the NOV or a written request for administrative review of specific items. If Permittee submits said appeal or request for review, the Director shall hold a public hearing on the dispute in front of an administrative hearing officer. The Director shall then issue a final written decision on his or her 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) the written decision by the 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 Director may undertake either or both of the following:

(i) Cure the Uncured Default and issue a written demand to Permittee to pay the Department’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) Notify Permittee that it must submit a Security Deposit (as defined in Section 8(d)) for the maintenance obligation that is the subject of the Notice of Violation. Alternatively, the 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 5.9.A) with respect to that area, in the Director’s discretion.

(d) Security Deposit Required for Uncured Default.

If there is an Uncured Default as defined in Section 8(c) of this Agreement, then within thirty (30) business days of the Director's request, Permittee shall deposit with the Department via the Department’s Permits Division the sum of no less than twice the annual cost of maintenance as set forth in the Maintenance Plan on file with the Director (the “**Security Deposit**”) with respect to the maintenance obligation that is the subject of the Uncured Default, to secure 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 Director deems acceptable. When Permittee delivers the Security Deposit to the Department pursuant to the foregoing sentence, the Department shall have the right to require 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 Permittee's obligations under this Agreement.

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 Permittee, its agents, or the general public using the Permit Area to the extent that the Director of Public Works required Permittee to perform such remediation under this Agreement and Permittee failed to do so, or 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 Permittee should Department use all or a portion of the Security Deposit. Upon termination of the Permitted Activities after an MEP Termination Event as described herein, the Department shall return any unapplied portion of the Security Deposit to Permittee, less any administrative processing cost.

Should the Department use any portion of the Security Deposit to cure any Uncured Default, Permittee shall replenish the Security Deposit to the original amount within ten (10) days of the date of a written demand from the Department for reimbursement of the Security Deposit. Subject to the following sentence, the 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 Director, in his or her sole discretion, agrees to a shorter period; provided, however, that if the Director does not issue a new Notice of Violation related to the issues triggering the MEP Termination Event for a period of one year from the date of the initial payment of the Security Deposit, then, upon Permittee's written request, the 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 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 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 Permittee under any provision of the Permit or this Agreement. Upon termination of the Permitted Activities after an MEP Termination Event, the Department shall return any unapplied portion of the Security Deposit to Permittee, less any administrative processing cost.

(e) Demand for Uncured Default Costs. Where the Permittee has failed to timely remit the funds described in a Payment Demand, the Security Deposit, or to pay the City's costs associated with the City's performance of a Right-of-Way Conversion (collectively, "**Uncured Default Costs**"), the Director may initiate any remedy in equity or at law.

8.2 Annual Encroachment Maintenance Endowment

Permittee shall pay to the Department an annual encroachment maintenance endowment on the anniversary of the date of permit approval. The annual endowment shall be twenty percent (20%) of the annual cost of maintenance as estimated by the Permittee in the Maintenance Plan and verified by the City as specified in Section 5.4B. Such payments shall be made for the first 10 years of the Permit, provided, however, that Permittee may accelerate payments in (including by making a single, lump sum payment) in its discretion. Should Permittee fail to perform its obligations under this Permit, the Department may use such endowment to reimburse City costs

related to the Permit or for restoration of the public right-of-way to a condition acceptable to the Director. To the extent that the Department uses such endowment for these purposes, the Permittee shall replenish the endowment fund for such costs. Should the Permittee terminate or abandon the Permit, the Department may use any remaining endowment to maintain the Encroachment Permit Area, to restore the public right-of-way to a condition acceptable to the Director. The Director will cause the return of any unused funds, minus any applicable administrative costs unpaid by Permittee, to Permittee or its designee upon the termination of this Agreement and corresponding removal or abandonment of the Improvements as otherwise described in Section 5.9B.

9. 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 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.

10. SIGNS

Permittee shall not place, erect, or maintain any sign, advertisement, banner, or similar object on or about the PROW without the Director's written prior consent, which the 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.

11. 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, 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.

12. 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 (and not others') use of the PROW pursuant to this Agreement.

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

Permittee acknowledges and agrees that Permittee 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 to determine whether it meets all applicable construction-related accessibility requirements.

14. ASSIGNMENT OF AGREEMENT; PERMIT BINDING UPON SUCCESSORS AND ASSIGNEES; NOTICE OF ASSIGNMENT

(a) This Agreement shall be the obligation of Permittee and each future fee owner of the Improvements, and may not be assigned, conveyed, or otherwise transferred to any other party unless approved in writing by the Director. 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.

Permittee shall initiate a request to assign this Agreement by submitting a “**Notice of Assignment**” to the Department.

The **Notice of Assignment** shall include:

- (1) Identification of the Assignee and written acknowledgment of the Assignee’s acceptance of the responsibilities under this permit;
- (2) The contact person for the Assignee and the contact information as required under Section 2.7;
- (3) If the Assignee is the Association, a copy of recorded CC&Rs and written evidence indicating the Association has acquired the Improvements;
- (4) A statement identifying whether a Community Facilities District or other Special Tax Entity will expend monetary or staff resources on the Permit area for maintenance or other activities;
- (5) A copy of the Assignee’s general liability insurance that satisfies Section 7 and security under Section 8 if applicable; and
- (6) Any other considerations necessary to promote the health, safety, welfare, including demonstration to the Director’s satisfaction that the Assignee has the monetary and/or staff resources available and committed to perform the maintenance obligation.

Permittee shall submit to Public Works a Notice of Assignment in a form acceptable to Public Works. Prior to approval from the Director, the Department shall provide a written determination that the proposed assignee satisfies Section 7 (Insurance) and Section 8 (Security). Following such assignment, the obligations of the assigning Permittee shall be deemed released and the assigning Permittee shall have no obligations under this Agreement.

15. TRANSFER AND ACCEPTANCE PROCEDURES

Before any proposed transfer of the Improvements, the Permittee shall provide the City and the Port of San Francisco (“Port”) with written notice (the “Transfer Notice”) describing fully the proposed transfer, including (a) the name and address of the proposed transferee; and (b) the actual, bona fide cash price or other consideration for which the Permittee proposes to transfer the Improvements, (c) the total fair market value of the Improvements, and (d) the terms of the transfer. The Transfer Notice must be signed by both the Permittee and the proposed transferee, must constitute a bona fide and binding commitment of the Permittee and the proposed transferee for the transfer of the Improvements, and must contain sufficient information to show the bona fide nature of the proposed transfer. If the Port determines that the Transfer Notice is insufficient to establish the bona fide nature of the transfer (or otherwise fails to meet the requirements of this Section), the Permittee shall have no right to transfer the Improvements until the Permittee first provides a compliant Transfer Notice and complies with this Section 17.

Following the written consent of the Director, after consulting with the Port, this Permit and the accompanying benefits and obligations are automatically transferred to any successor

owner(s) of the Improvements. If the Permittee is selling the Improvements, the successor owner(s) shall submit contact information to the Department immediately upon closing on the transaction along with an acknowledgement that the successor owner(s) shall accept and assume all Permit responsibilities. The Department may require that such a transfer be evidenced by a new written Agreement with the Director and require evidence of the requisite insurance to be submitted within a specified period of time.

If the Association acquires the Improvements pursuant to separate commercial agreements between the Association and Permittee, the Association will be deemed to be an approved transferee, provided that the Director is promptly notified of the transfer.

16. NO REAL PROPERTY INTEREST CONVEYED

All Facilities installed by Permittee in the PROW are Permittee's personal property and are subject to removal, as described in Section 5.9A, upon notice from City or upon the expiration or termination of this Permit. Nothing in this Permit, nor any use hereunder, shall be deemed to grant, convey, create, or vest in Permittee a real property interest in any portion of the Public Right-Of-Way or City property including, but not limited to, any fee or leasehold interest in land, easement, or franchise, except that nothing herein shall affect any possible liability for possessory interest taxes pursuant to Section 17.

17. POSSESSORY INTEREST TAXES

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. Permittee agrees to pay taxes of any kind, including any possessory interest tax, if any, that may be lawfully assessed on 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 Permittee's usage of the PROW that may be imposed upon Permittee by applicable law (collectively, a "**Possessory Interest Tax**"). 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.

18. 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 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 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.

19. PROHIBITION OF TOBACCO SALES AND ADVERTISING

Permittee acknowledges and agrees that no sale or advertising of cigarettes or tobacco products is allowed on the PROW. This advertising prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product 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 cigarettes and tobacco products, or (b) encourage people not to smoke or to stop smoking.

20. 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.

21. 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 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.

22. 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.

23. MAINTENANCE OF PLANS AND RECORDATION OF DRAWINGS

Permittee shall maintain current, accurate and complete plans and record drawings showing, in detail, the exact location, depth, and size of any Improvements constructed or installed in the Public Rights-Of-Way. Upon demand from Public Works, such plans and record drawings shall be delivered to Public Works in a form to be determined by Public Works pursuant to the following timeframes: (a) immediately in the event of an emergency; (b) within five City business days for requests of ten or fewer records; or (c) within ten City business days for requests of more than ten records.

24. GENERAL PROVISIONS

Unless this Agreement provides otherwise: (a) This Agreement may be amended or modified only in writing and signed by both the Director and Permittee; provided that the 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 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. 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. (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. Notwithstanding anything to the contrary in this Agreement, the City agrees that no direct or indirect partner, shareholder, member, manager, owner, officer, director, trustee, agent, affiliate, or employee in or of Permittee or in or of any of the foregoing of Permittee shall be personally liable in any manner or to any extent under or in connection with any obligation of Permittee under this Agreement.

25. INDEMNIFICATION

Permittee, 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 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, howsoever or by whomsoever caused, occurring in or about the Permit Area arising from the Permitted Activities, with the exception of Claims to the extent they arise exclusively from the City’s 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. Permittee 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. Permittee 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 of ownership of the Improvements.

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, civil insurrection, federal or state governmental act or failure to act, labor dispute, unavailability of materials, 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 obligations of that Party shall be extended for a period equivalent to the period of such delay, interruption, or prevention.

28. USA NORTH MEMBERSHIP

Permittee shall become a member of USA North and shall be subject to all support and work around clauses as required by Public Works for all third-party utilities, including the City Standard Specifications Section 00 73 20 and 00 73 21 (effective 2021) and all updates to said specifications for utility relocation and support and work around.

[Signature Page to Follow]

CITY DRAFT 3.20.25

In witness whereof the undersigned Permittee has executed this agreement this
_____ day of _____, 2025.

PERMITTEE

Mission Rock Horizontal Sub (Phase I),
LLC, a Delaware limited liability
company

By: _____
Its: _____

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS

City Engineer of San Francisco

Director of Public Works

ATTACHMENT 1

PROPERTY INFORMATION

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, as shown on Final Map No. 9443 ("Final Map No. 9443"), recorded on June 12, 2020, as Document No. 2020-K940602 of Official Records. The Improvements are located on portions of Third Street and newly dedicated rights-of-way as shown on Final Map No. 9443:

Lot B (APN 8719C-002);

Lot D (APN 8719A-007);

Lot E (APN 8719B-003);

Lot F (APN 8719A-009);

Lot G (APN 8719A-010)

ATTACHMENT 2

PRECISE DIAGRAM

SAN FRANCISCO BAY

PIER 46

CHANNEL WHARF

TERRY A FRANCOIS BLVD

CHINA BASIN PARK
(PORT OPEN SPACE)BRIDGEVIEW STREET
(PORT OPEN SPACE)

BRIDGEVIEW STREET

BLOCK G

BLOCK F

BLOCK A

BLOCK B

SHARED PUBLIC WAY
(PORT OPEN SPACE)

SHARED PUBLIC WAY

CHANNEL STREET
(PORT OPEN SPACE)

THIRD STREET

CHANNEL

LEGEND:

A/B/C/E/F/P-# PROPOSED SETTLEMENT MONITORING POINT,
SEE NOTE 1

NOTES:

- CONTRACTOR TO INSTALL PROPOSED SETTLEMENT MONITORING POINTS AS INDICATED ON SHEET C13.00 PER THE FOLLOWING:
 - SS AND SD MANHOLES PER DETAIL 1 ON SHEET C13.01, INCLUDING POINTS A-1, A-6, A-7, A-8, A-9, A-10, B-15, B-16, B-19 AND B-20
 - NPW WATER VALVES BY SURVEY OF THE OPERATING NUT PER DETAIL 2 ON SHEET C13.01, INCLUDING POINTS B-11, B-14, B-15, B-16, B-19 AND B-20
 - SS AND SD HORN PIPE BY SURVEY OF THE METAL PLATE PER DETAIL 3 ON SHEET C13.01, INCLUDING POINTS A-2, A-3, A-4, A-5, A-8, C-21, C-22, C-23, C-24 AND C-25
 - AWSS PIPE BY SURVEY PER CITY STANDARD DETAIL CDD-HP-401 PER DETAIL 5 ON SHEET C9.19, INCLUDING POINTS B-12, B-13, B-17 AND B-18
 - EXTENSOMETERS BY SURVEY PER DETAIL 4 ON SHEET C13.01, INCLUDING POINTS E-1, E-2, E-3 AND E-4
 - FIBER OPTIC EXTENSOMETERS BY SURVEY PER DETAIL 4 ON SHEET C13.01, INCLUDING POINTS F-1, F-2, F-3 AND F-4
 - PIEZOMETERS BY SURVEY PER DETAIL 5 ON SHEET C13.01, INCLUDING P-1, P-2, P-3 AND P-4
- OWNER TO COMPLETE A SURVEY OF THE SETTLEMENT MONITORING POINTS. SURVEY TO CONSIST OF:
 - ALL SURVEYS TO BE PERFORMED BY A CALIFORNIA LICENSED SURVEYOR
 - THE HORIZONTAL AND VERTICAL COMPONENTS OF EACH SETTLEMENT MONITORING POINT TO BE SURVEYED AFTER PROJECT COMPLETION
 - THE HORIZONTAL AND VERTICAL COORDINATES OF EACH SETTLEMENT MONITORING POINT TO BE SURVEYED FOR 10 YEARS AFTER CONSTRUCTION AT 6 MONTH INTERVALS.

SETTLEMENT MONITORING POINT TABLE:

MONITORING POINT NO.	DESCRIPTION	DETAIL REFERENCE
A-1	BRASS SURVEY DISC ON DOWNSTREAM SIDE OF SANITARY SEWER MANHOLE.	DETAIL 1 ON SHEET C13.01
A-2	SURVEY SHOT ON SOLID METAL PLATE WELDED TO METAL ROD ON SS PIPE.	DETAIL 3 ON SHEET C13.01
A-3	SURVEY SHOT ON SOLID METAL PLATE WELDED TO METAL ROD ON SS PIPE.	DETAIL 3 ON SHEET C13.01
A-4	SURVEY SHOT ON SOLID METAL PLATE WELDED TO METAL ROD ON SS PIPE.	DETAIL 3 ON SHEET C13.01
A-5	SURVEY SHOT ON SOLID METAL PLATE WELDED TO METAL ROD ON SS PIPE.	DETAIL 3 ON SHEET C13.01
A-6	BRASS SURVEY DISC ON DOWNSTREAM SIDE OF STORM DRAIN MANHOLE.	DETAIL 1 ON SHEET C13.01
A-7	BRASS SURVEY DISC ON DOWNSTREAM SIDE OF STORM DRAIN MANHOLE.	DETAIL 1 ON SHEET C13.01
A-8	SURVEY SHOT ON SOLID METAL PLATE WELDED TO METAL ROD ON SS PIPE.	DETAIL 3 ON SHEET C13.01
A-9	BRASS SURVEY DISC ON DOWNSTREAM SIDE OF STORM DRAIN MANHOLE.	DETAIL 1 ON SHEET C13.01
A-10	BRASS SURVEY DISC ON DOWNSTREAM SIDE OF STORM DRAIN MANHOLE.	DETAIL 1 ON SHEET C13.01
B-11	SURVEY SHOT ON NON-POTABLE WATER VALVE OPERATING NUT.	DETAIL 2 ON SHEET C13.01
B-12	SURVEY SHOT ON AWSS PIPE.	DETAIL 5 ON SHEET C9.19
B-13	SURVEY SHOT ON AWSS PIPE.	DETAIL 5 ON SHEET C9.19
B-14	SURVEY SHOT ON NON-POTABLE WATER VALVE OPERATING NUT.	DETAIL 2 ON SHEET C13.01
B-15	SURVEY SHOT ON NON-POTABLE WATER VALVE OPERATING NUT.	DETAIL 2 ON SHEET C13.01
B-16	SURVEY SHOT ON NON-POTABLE WATER VALVE OPERATING NUT.	DETAIL 2 ON SHEET C13.01
B-17	SURVEY SHOT ON AWSS PIPE.	DETAIL 5 ON SHEET C9.19
B-18	SURVEY SHOT ON AWSS PIPE.	DETAIL 5 ON SHEET C9.19
B-19	SURVEY SHOT ON NON-POTABLE WATER VALVE OPERATING NUT.	DETAIL 2 ON SHEET C13.01
B-20	SURVEY SHOT ON NON-POTABLE WATER VALVE OPERATING NUT.	DETAIL 2 ON SHEET C13.01
C-21	SURVEY SHOT ON SOLID METAL PLATE WELDED TO METAL ROD ON SS PIPE.	DETAIL 3 ON SHEET C13.01
C-22	SURVEY SHOT ON SOLID METAL PLATE WELDED TO METAL ROD ON SD PIPE.	DETAIL 3 ON SHEET C13.01
C-23	SURVEY SHOT ON SOLID METAL PLATE WELDED TO METAL ROD ON SD PIPE.	DETAIL 3 ON SHEET C13.01
C-24	SURVEY SHOT ON SOLID METAL PLATE WELDED TO METAL ROD ON SD PIPE.	DETAIL 3 ON SHEET C13.01
C-25	SURVEY SHOT ON SOLID METAL PLATE WELDED TO METAL ROD ON SD PIPE.	DETAIL 3 ON SHEET C13.01
E-1	SURVEY SHOT INSIDE CHRISTY BOX OF EXTENSOMETER.	DETAIL 4 ON SHEET C13.01
E-2	SURVEY SHOT INSIDE CHRISTY BOX OF EXTENSOMETER.	DETAIL 4 ON SHEET C13.01
E-3	SURVEY SHOT INSIDE CHRISTY BOX OF EXTENSOMETER.	DETAIL 4 ON SHEET C13.01
E-4	SURVEY SHOT INSIDE CHRISTY BOX OF EXTENSOMETER.	DETAIL 4 ON SHEET C13.01
F-1	SURVEY SHOT INSIDE CHRISTY BOX OF FIBER OPTIC EXTENSOMETER.	DETAIL 4 ON SHEET C13.01
F-3	SURVEY SHOT INSIDE CHRISTY BOX OF FIBER OPTIC EXTENSOMETER.	DETAIL 4 ON SHEET C13.01
F-4	SURVEY SHOT INSIDE CHRISTY BOX OF FIBER OPTIC EXTENSOMETER.	DETAIL 4 ON SHEET C13.01
P-1	SURVEY SHOT INSIDE CHRISTY BOX OF PIEZOMETER.	DETAIL 5 ON SHEET C13.01
P-2	SURVEY SHOT INSIDE CHRISTY BOX OF PIEZOMETER.	DETAIL 5 ON SHEET C13.01
P-3	SURVEY SHOT INSIDE CHRISTY BOX OF PIEZOMETER.	DETAIL 5 ON SHEET C13.01
P-4	SURVEY SHOT INSIDE CHRISTY BOX OF PIEZOMETER.	DETAIL 5 ON SHEET C13.01

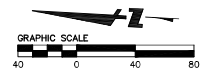
Legend:

LCC Monitoring MEP Permit Area

RECORD DRAWING

These Record Drawings have been prepared based on Instructions, Building and responses to Requests for Information prepared during construction and on-site information provided by others. BKF Engineers has not verified the accuracy and/or completeness of information provided by others and shall not be responsible for errors or omissions that may be incorporated herein as a result.

BKF Engineers

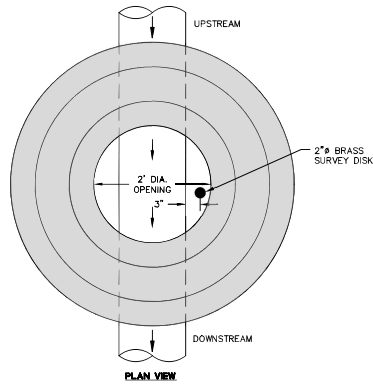
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PLOT DATE: 06-20-24
PLOT BY: m\1

CALIFORNIA

MISSION ROCK PHASE 1
STREET IMPROVEMENT PLANS
SETTLEMENT MONITORING PLANSAN FRANCISCO
SAN FRANCISCO COUNTYRecords
14/05/2024 - RECORD DRAWINGSScale AS SHOWN
Design JUN
Drawn KCC/AL
Approved JLDDate 04/05/2024
Drawing Number:
C13.00
101 OF 387

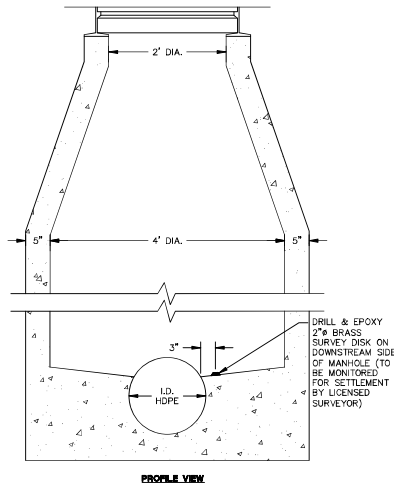
RECORD DRAWINGS

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PLOT DATE: 04-30-24
PLOT BY: m\1



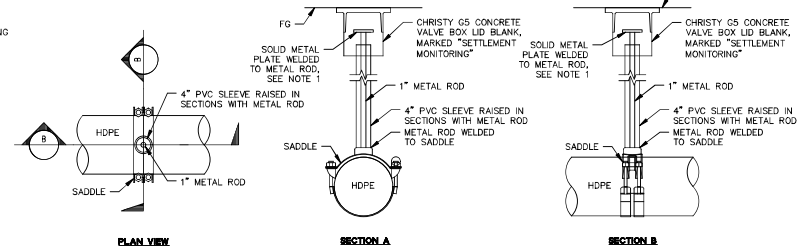
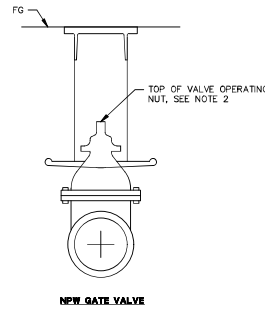
- NOTES:**
1. REFER TO CITY STANDARD DETAIL CDD-LP-250 FOR TYPICAL NON-POTABLE WATER GATE VALVE INSTALLATION.
 2. SETTLEMENT MONITORING POINT TO BE SURVEYED SHALL BE AT THE TOP OF VALVE OPERATING NUT.

2 NPW GATE VALVE SETTLEMENT MONITORING DETAIL
N.T.S.



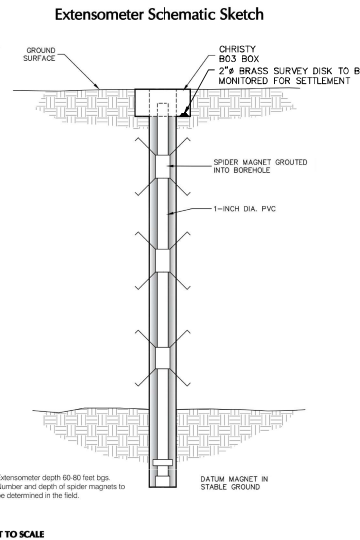
- NOTES:**
1. PRIOR TO INSTALLATION VERIFY THAT PLACEMENT OF SURVEY DISK IS REACHABLE WITH A PLUMB SURVEY ROD THROUGH THE 2\"/>
 2. REFER TO DETAIL 1/C9.03 FOR CITY STANDARD SANITARY SEWER MANHOLE DETAIL.

1 SANITARY SEWER & STORM DRAIN MANHOLE SETTLEMENT MONITORING DETAIL
N.T.S.



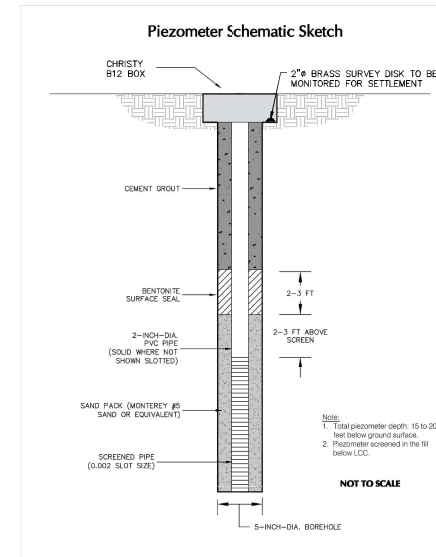
- NOTES:**
1. SETTLEMENT MONITORING POINT TO BE SURVEYED SHALL BE FROM THE TOP OF THE SOLID METAL PLATE.

3 SANITARY SEWER & STORM DRAIN HDPE PIPE SETTLEMENT MONITORING DETAIL
N.T.S.



- NOTES:**
1. Extensometer depth 60-80 feet bgs.
 2. Number and depth of spider magnets to be determined in the field.

4 EXTENSOMETER SETTLEMENT MONITORING DETAIL
N.T.S.



- NOTES:**
1. Total piezometer depth: 15 to 20 feet below ground surface.
 2. Piezometer screened in the III below UCC.

5 PIEZOMETER SETTLEMENT MONITORING DETAIL
N.T.S.

RECORD DRAWING

These Record Drawings have been prepared based on Instructional Building and responses to Requests for Information prepared during construction and as-built information provided by others. BKF Engineers has not verified the accuracy and/or completeness of information provided by others and shall not be responsible for errors or omissions that may be incorporated herein as a result.

BKF Engineers



MISSION ROCK PHASE 1
STREET IMPROVEMENT PLANS
SETTLEMENT MONITORING PLAN DETAILS
SAN FRANCISCO
SAN FRANCISCO COUNTY
CALIFORNIA

Revisions	Date	By	Rev	Description
1	04/30/2024	AS	1	RECORD DRAWINGS
2		AS	2	
3		AS	3	
4		AS	4	
5		AS	5	
6		AS	6	
7		AS	7	
8		AS	8	
9		AS	9	
10		AS	10	

Date: 04/30/2024
Scale: AS SHOWN
Design: JN
Drawn: KCC/JM
Approved: JN
Job No: 20240006

C13.01
102 OF 387

ATTACHMENT 3**MAINTENANCE PLAN**

Monitor Type	Description of Annual Maintenance, Inspection and Repair or Replacement	Estimated Annual Maintenance, Inspection and Repair or Replacement Costs (Per Year)
Extensometers	Inspection of monitoring equipment, minor facility replacement or repair	Labor: \$250 for annual inspection Contingency for minor facility replacement or repair: \$250
Piezometers	Inspection of monitoring equipment, yearly battery replacement, minor facility replacement or repair	Labor: \$300 for annual inspection Battery replacement: \$500 Contingency for minor facility replacement or repair: \$250
Survey Monuments	Inspection of monitoring equipment, minor facility replacement or repair	Labor: \$600 for annual inspection Contingency for minor facility replacement or repair: \$200

ATTACHMENT 4
OPERATIONS MANUAL
[RESERVED]



San Francisco Public Works
 General – Director’s Office
 49 South Van Ness Ave., Suite 1600
 San Francisco, CA 94103
 (628) 271-3160 www.SFPublicWorks.org

Public Works Order No: 211444

Recommending the acceptance of an irrevocable offer of public improvements associated with the Mission Rock Phase 1A Project, including improvements located within portions of Bridgeview Way, Dr. Maya Angelou Lane, Toni Stone Crossing, and Third Street; dedication of the public improvements for public use; designation of the public improvements for public street and roadway purposes, as specified; acceptance of certain Phase 1A public infrastructure for City maintenance and liability purposes, subject to specified limitations; establishment of official street grades and public right-of-way widths; the amendment of Ordinance No. 1061 entitled “Regulating the Width of Sidewalks” to establish official sidewalk widths on Bridgeview Way, Dr. Maya Angelou Lane, Toni Stone Crossing and Third Street; approval of proposed amendments to Public Works Code to designate Port’s exercise of permitting authority for specified retail activations (e.g., tables, seating, other minor encroachments) and to require excavators in the public right-of-way in the Mission Rock Special Use District to obtain excavation permits including for work that will be completed within 24 hours or would qualify for other existing exemptions; delegation of authority to the Public Works Director to accept deferred infrastructure and documentation, upon completion of such deferred infrastructure; authorize the Director to execute an absolving services agreement with Pacific Gas and Electric related to the provision of power to the 3rd Street Bridge Pilot House; and approval of two master encroachment permits and one major encroachment permit.

Background and Findings

The Public Works Director (“Director”) acknowledges the following facts and makes the findings set forth below in support of the decisions and recommendations in this Order:

1. This Order shall be dated for reference purposes as February 20, 2025.
2. California Statutes of 1968, Chapter 1333 (as amended, the “Burton Act”) and San Francisco Charter Section 4.114 empower the San Francisco Port Commission (“Port”) to use, conduct, operate, maintain, manage, regulate, and control the lands within Port Commission jurisdiction subject to the public trust.
3. This Mission Rock Project is subject to that certain Disposition and Development Agreement between the City and County of San Francisco (“City”), acting by and through the Port and Seawall Lot 337 Associates, LLC, a Delaware limited liability company (“SWL 337”), recorded in the Official Records of the City on August 17, 2018 as Document No. 2018-K656938 as approved by the Board of Supervisors through the passage of Resolution 42-18 and partially assigned to Mission Rock Horizontal Sub (Phase 1), LLC, a Delaware limited liability company (“Subdivider”) (“DDA”), and that certain Development Agreement between the City and SWL 337, recorded on August 17, 2018 as Document No. 2018-K656939 as approved by the Board of Supervisors through the passage of Resolution 42-18 and partially assigned to Mission Rock Horizontal Sub (Phase 1), LLC, a Delaware limited liability company as approved by the Board of Supervisors through Ordinance No. 33-18 (“Development Agreement”).
4. The Port and SWL 337 entered into a Master Lease, dated as of August 15, 2018 (“Master Lease”), pursuant to which SWL 337 leased the Premises as described therein. A Memorandum

of Master Lease was recorded on August 17, 2018, as Document No. 2018-K656941-00 in the Official Records of the City and County of San Francisco. Mission Rock Phase 1A is the area generally bounded by Channel Street, Third Street, Terry A. Francis Boulevard, and China Basin Park. Subdivider irrevocably offered public infrastructure and public amenities associated with Phase 1A of the Mission Rock Project and identified in the Offer of Improvements (collectively, the “Phase 1A Public Infrastructure”) to the City and the Port, as clarified and supplemented in two Amended And Restated Irrevocable Offers of Dedication of Improvements for City and Port, respectively (the “Offer of City Improvements” and “Offer of Port Improvements”).

5. Following its review of SWL 337’s proposed engineering design of and construction plans for the Phase 1A Public Infrastructure, Public Works issued Street Improvement Permit No. 20 IE-00486, dated October 1, 2020, approving construction and installation of the Phase 1A Public Infrastructure.
6. The Phase 1A Public Infrastructure being offered for acceptance and public dedication by the Board of Supervisors is located within the newly dedicated public streets known as Bridgeview Way, Dr. Maya Angelou Lane, Toni Stone Crossing, and a portion of Third Street outside of the Phase 1A area. The Phase 1A Public Infrastructure is generally described as, but not limited to:
 - i. streets, roadways, sidewalks, and shared public ways, bicycle lanes, trees, street furnishings, streetlights, traffic signal infrastructure (i.e., conduits, poles, electrical wires, cabinets, pullboxes, and traffic signal heads); roadway signage and striping; fire alarm boxes;
 - ii. lightweight cellular concrete (“LCC”), utility infrastructure including, but not limited to, electrical power infrastructure, stormwater systems including bioretention facilities, domestic water systems, and auxiliary water systems.

The Phase 1A Infrastructure offered for Port acceptance within both newly dedicated public rights-of-way and open spaces is described in the Offer of Port Improvements and is not part of the recommendations of this Order.

7. The improvements constructed by Subdivider for Phase 1A sited within proposed public right-of-way include nonstandard Port encroachments that will be owned and maintained by the Port, generally described as but not limited to: a) non-standard roadway and sidewalk treatments, b) stormwater drainage elements and infrastructure, c) street furnishings, d) public art installations, e) custom benches and trash receptacles, f) non-standard wayfinding signage, g) operational pedestals for retractable bollards, h) streetlight protection elements/stone blocks, i) landscaping and irrigation, j) shared public way improvements, and k) other additional improvements, all of which are more particularly described in the proposed Interdepartmental Master Encroachment Permit (“IMEP”) as defined herein (hereafter collectively the “Port Encroachments”).
8. In Public Works Order Nos. 202297, 203638, and 210720, the Director conditionally approved certain requests for exceptions and deferrals to the Subdivision Code and Subdivision Regulations.
9. In Public Works Order No. 203194, the Director recommended that the Board of Supervisors approve Final Map No. 9443.

10. On June 2, 2020, the Board of Supervisors approved Final Map No. 9443, which provides for a 16-lot subdivision, with lots intended for residential, commercial, open space and public right-of-way uses in Motion M20-060. In the same motion, the Board of Supervisors approved the Public Improvement Agreement associated with this Final Map and authorized the Director of Public Works and the City Attorney to execute and record the Public Improvement Agreement, and conditionally accept the offers of improvements, subject to completion and further Board of Supervisors action.
11. On May 26, 2020, the San Francisco Public Utilities Commission ("SFPUC") and the Port Commission approved a Jurisdictional Memorandum of Understanding ("Jurisdictional MOU") that sets a framework for the jurisdiction over and maintenance and permitting of the Phase 1A improvements, outlines the procedures for implementing such framework, and provides for access to improvements by the City departments and third parties. The Jurisdictional MOU includes the Mission Rock Acceptance and Maintenance Matrix that further defines the agencies responsible for the ownership and maintenance of the Improvements within Mission Rock Phase 1A.
12. A Director's Hearing was duly noticed and held on November 14, 2024 to present staff recommendation for approval of two applications for major encroachment permits including the proposed IMEP and the Master Encroachment Permit for certain encroachments for a district system utility infrastructure (also referred to as a "Global Master Encroachment Permit" or "GMEP") to be maintained by Mission Rock Utilities, Inc., a Delaware corporation ("MRU"), or its assignee.
13. On November 21, 2024, the Department issued a Conditional Notice of Completion ("NOC") for the Phase 1A Infrastructure including the public improvements, as well as the Port improvements/encroachments and other encroachments discussed in this Order, in which the Department and the City Engineer certified that the Phase 1A Infrastructure had been completed in accordance with the Improvement Plans and Specifications shown in Street Improvement Permit No. 20 IE-00486 prepared by BKF Engineers, entitled "Mission Rock Phase 1 Street Improvement Plans," as modified by Instructional Bulletins #1 through #13, and all City codes, regulations, and standards governing the Phase 1A Public Infrastructure and permitted encroachments. In doing so, the City Engineer also determined that the Phase 1A Public Infrastructure and permitted encroachments are ready for their intended use, subject to specified conditions and the completion of the Deferred Infrastructure.
14. The Port Commission scheduled a hearing on February 11, 2025, to take various actions in regard to the Board of Supervisors consideration of accepting Phase 1A Public Infrastructure for City maintenance and liability and the Port Commission may rely on this Order as the basis for some of its findings.
15. A Director's Hearing was duly noticed and held on February 12, 2025, to present staff recommendation for approval of an application for a major encroachment permit for LCC monitoring instruments monitors associated with the required monitoring of lightweight cellular concrete ("LCC") installed throughout Phase 1A.
16. In this Order, the Director recommends the Board of Supervisors accept the Phase 1A Public Infrastructure and take the additional actions described below.

A. Delegation of Authority to Director to Accept Phased Infrastructure

1. In Public Works Order No. 210720, the Director conditionally approved a request to defer certain scopes of work including traffic signalization infrastructure and connected streetlights and other various scopes of work and documentation typically required prior to issuance of a Notice of Completion and consideration for formal acceptance by the Board of Supervisors ("Deferred Infrastructure"). That order set forth the conditions of approval of the deferral, including criteria for when the Deferred Infrastructure must be completed.
2. The Director recommends that the Board delegate authority to the Director, in consultation with applicable City agencies, to approve and accept the Deferred Infrastructure once it has been completed to the satisfaction of the Director and the City Engineer.

B. Amendments to Public Works Code

1. In furtherance of the Mission Rock project and other projects on Port property, amendments are proposed to the Public Works Code that would memorialize the Port's exercise of permitting authority for certain retail activations on City sidewalks (for tables, seating, and other minor encroachments).
2. In addition, in order to ensure that any excavation of or in proximity to LCC is performed according to Public Works standards and requirements, the Department recommends that the Board of Supervisors amend the Public Works Code to require all excavation in the Mission Rock Special Use District to require permits from Public Works, including excavation work that can be completed within 24 hours or would qualify for other existing exemptions.
3. The Director recommends that the Board of Supervisors approve the proposed amendments to the Public Works Code.

C. 3rd Street Pilot House

The Department operates the 3rd Street Pilot House, from which the 3rd Street Bridge over Mission Creek is raised and lowered. As part of the construction of the Mission Rock project, PG&E has performed work to provide electrical service to the 3rd Street Pilot House which electrical service runs partially through China Basin Park, subject to the City's execution of an Absolving Service Agreement. PG&E has made this a prerequisite to providing power to the 3rd Street Pilot House. The Port has requested that Public Works join the Port in executing the agreement.

D. Global Master Encroachment Permit for Mission Rock Utilities

1. The Director recommends approval of a Global Major Encroachment Permit, permitting certain encroachments for district system utility infrastructure to be maintained by Mission Rock Utilities, Inc., a Delaware corporation ("MRU") or its assignee.
2. Pursuant to the Development Agreement and the DDA, Subdivider has constructed district system utility infrastructure in the public right-of-way which will, upon acceptance of the Phase 1A Infrastructure and dedication of the public right-of-way, remain privately owned by the proposed permittee, MRU. The encroachments are generally described as: non-potable water systems; gravity and force main sewer systems; heating and chilled water systems; and conduits for fiber optic cable for purposes of systems communication (collectively, "MRU Encroachments").

3. Pursuant to Public Works Code sections 786.7, a public right-of-way occupancy assessment fee shall not be charged because the encroachments were constructed as a condition of the Development Agreement and DDA.
4. The Director recommends that the MRU Encroachments be permitted to remain in the public right-of-way as encroachments pursuant to a Global Master Encroachment Permit (the "GMEP"), approved under Public Works Code Sections 786 *et seq.*, as further specified below. Due to the placement of the MRU district system utility infrastructure below the public right-of-way, the Director recommends that the Board of Supervisors authorize the Department to require MRU to provide the City with a removal, restoration, and abandonment fund.
5. The Director recommends that the Board of Supervisors delegate to the Director authority to approve contiguous and non-contiguous annexation of new areas of the project site into the GMEP, as applicable, and assignments of rights and obligations from the original permittee to the permittee's agent or assignee, all based on terms, conditions, and obligations consistent with the GMEP.
6. The Director also recommends that the Board of Supervisors delegate to the Director the ability to divide the GMEP into separate master permits or individual street encroachment permits.

E. Interdepartmental Master Encroachment Permit for Port

1. The Director recommends approval of an Interdepartmental Master Encroachment Permit ("IMEP") permitting certain encroachments to be maintained by Port or its agent or assignee and allowing assignment of sidewalk maintenance responsibility to another entity, as further described in E.8 through E.11 below.
2. Pursuant to the Development Agreement and the DDA, Subdivider has agreed to install certain custom improvements and other encroachments in the public right-of-way for each phase of the development, including improvements installed to date in Phase 1A, which are comprised of the Port Encroachments.
3. The Director recommends that these custom improvements, including both the Port Encroachments in Phase 1A and similar future encroachments to be constructed in later phases, be permitted to remain in the public right-of-way as encroachments pursuant to an IMEP approved under Public Works Code Sections 786 *et seq.* The Director recommends that the Board of Supervisors approve an IMEP for the Port Encroachments, as further specified below.
4. Pursuant to Public Works Code sections 786.7, a public right-of-way occupancy assessment fee shall not be charged because the encroachments were constructed as a condition of the Development Agreement and DDA and because the Port is a local governmental agency, commission, or department.
5. Pursuant to the Development Agreement and DDA, Subdivider has constructed sidewalks in the public right-of-way for the development.
6. Under Public Works Code Sections 786 *et seq.*, the Board of Supervisors may authorize a master street encroachment permittee or the permittee's agent or assignee, such as a commercial owners' association, to comply with the terms of the Public Works Code Section 706 sidewalk maintenance responsibility in lieu of the fronting property owner.

7. The Port is currently the fronting property owner for all sidewalks in the Mission Rock project site.
8. Port and Subdivider have requested that the sidewalk maintenance responsibility be undertaken by Port or an approved assignee, which may be either a maintenance contractor ("Maintenance Contractor") pursuant to a separate maintenance agreement ("Maintenance Agreement") or the owners of the long-term leaseholds on the fronting properties ("Vertical Owners").
9. The City and the Port are evaluating the most efficient and effective mechanism for allocating sidewalk maintenance responsibilities. The Director recommends that the Board delegate authority to the Director to allow, through the IMEP, assignment or the approval of assignment for some or all of the sidewalk maintenance responsibilities.
10. Any sidewalk maintenance responsibility allocated to an Owners' Association will be included in the Conditions, Covenants, and Restrictions ("CC&Rs") for the subject property and will be binding on the Owners' Association and its successors.
11. The Director recommends that the Board of Supervisors delegate to the Director authority to approve contiguous and non-contiguous annexation of new areas of the project site into the Port IMEP, as applicable, and assignments of rights and obligations from the original permittee to the permittee's agent or assignee, all based on terms, conditions, and obligations consistent with the IMEP.
12. The Director also recommends that the Board of Supervisors delegate to the Director the ability to divide the Port IMEP into separate master permits or individual street encroachment permits.

F. Major Encroachment Permit for LCC Monitoring Instruments

1. In Public Works Order 202368, Public Works approved Tentative Map 9443 and imposed certain terms and conditions on the Subdivider's use of lightweight cellular concrete ("LCC") in the public right-of-ways on the Project site given that LCC is a new material for use in streets accepted into the City street system. In regard to the LCC, Order No. 202368 required the Subdivider to provide an "Initial Warranty," that would cover the failure of the "LCC Infrastructure" wherever it exists for a period of two years from the date of issuance of the last Notice of Completion for all LCC Infrastructure for the applicable Project phase. In addition, Order No. 202368 requires Subdivider to provide an "Extended Warranty" that covers all "Failures" of the LCC Infrastructure for a period of three years from the date of the expiration of the Initial Warranty. Order No. 202368 required that Subdivider's use of LCC Infrastructure comply with performance criteria to be issued subsequent to Order No. 202368.
2. In Public Works Order 203637, Public Works approved a monitoring plan and established performance criteria for LCC installed in Phase 1A.
3. In Public Works Order 207782, Public Works approved an amended and restated monitoring plan and established revised performance criteria for LCC in Phase 1A.
4. The Subdivider installed the LCC monitoring instruments as required by the Street Improvement Permit and will continue performing the required monitoring for the period specified in Order 207782. Such monitoring equipment is recommended to be permitted to occupy public right-of-way through a Major Encroachment Permit.

5. The Director recommends that the Board of Supervisors approve a Major Encroachment Permit for LCC monitoring instruments installed within Phase 1A.

G. Street and City Utility Acceptance Findings

1. Public Works inspected the Phase 1A Public Infrastructure, and the City Engineer issued a Conditional NOC, determining said improvements to be complete in accordance with the Improvement Plans and Specifications shown in Street Improvement Permit No. 20 IE-00486, and all City codes, regulations, and standards governing the Phase 1A Public Infrastructure, subject to certain conditions. In doing so, the City Engineer also determined that the Phase 1A Public Infrastructure is ready for its intended use. This Order also contains additional information in the form of an Acceptance and Maintenance Matrix dated February 19, 2025, which is attached to the Offer of City Improvements. The Offer of City Improvements also includes diagrams and maps that show the extent of the streets recommended for City acceptance of maintenance and liability and areas where City utilities, located outside of these streets on Port property, are recommended for City acceptance of maintenance and liability.
2. The City Engineer certifies to the Board of Supervisors that the Phase 1A Public Infrastructure, as shown in Street Improvement Permit No. 20 IE-00486 (Phase 1A), as modified by Instructional Bulletins #1 and #13, is ready to be accepted for public use. The Director also recommends that the Board of Supervisors accept said Phase 1A Public Infrastructure, for City maintenance and liability purposes in accordance with Streets and Highways Code Sections 1806 and San Francisco Administrative Code 1.51 *et seq.* and subject to the exceptions specified herein.
3. The Director recommends that the Board of Supervisors approve legislation to set the official width of sidewalks and to establish official public right-of-way widths and grades in the Mission Rock project area as shown on Drawing Q-20-1215. The official public right-of-way widths for the applicable portions of and sidewalk widths established as shown on Drawing Q-20-1215, would not obviate, amend, alter, or in any other way affect the maintenance obligations of the adjacent property owners as set forth in the Public Works Code or as set forth in any agreement or permit regarding maintenance obligations.
4. Map A-17-229 shows the right-of-ways, and applicable portion thereof, being offered for dedication and acceptance.
5. In a letter dated February 6, 2025, the Planning Department found that the actions contemplated in this Order comply with the California Environmental Quality Act (California Public Resources Code Sections 21000 *et seq.*) and that the contemplated actions are within the scope of the prior environmental review and do not trigger the need for subsequent environmental review and that the actions contemplated in this Order are consistent with the scope of the prior General Plan determination and are consistent, on balance, with the General Plan and Planning Code Section 101.1.

NOW, THEREFORE, BE IT DETERMINED THAT:

I – Acceptance of Infrastructure

A. Based on the findings contained in the Conditional NOC, and based on the Department's and the Director's and the City Engineer's determination herein that: subject to the approval of exceptions to allow for the deferral of the completion of certain improvements specified in Order No. 210720, the

Mission Rock Phase 1A Public Improvements have been completed in compliance with the Public Improvement Agreement, as amended, and in accordance with the Improvement Plans and Specifications shown in Street Improvement Permit No. 20 IE-00486 prepared by BKF Engineers, entitled "Mission Rock Phase I Street Improvement Plans," as modified by Instructional Bulletins #1 through #13, and all City codes, regulations, and standards governing the Phase 1A Public Infrastructure; that the Phase 1A Public Infrastructure is ready for its intended use; and that the design of the Phase 1A Public Improvements is reasonable.

B. The Director and the City Engineer recommend that the Board of Supervisors approve the legislation to accept the Offer of City Improvements for the Phase 1A Public Infrastructure and to dedicate the public infrastructure for public use, subject to the exceptions identified below. The Director's recommendations in this Order also include the City Engineer's certification of actions subject to the City Engineer's authority.

C. The Director and the City Engineer approve all of the following documents either attached hereto or referenced herein:

1. Amended and Restated Offer of City Improvement for the Phase 1A Public Infrastructure which was been revised to differentiate between improvements to be owned by the Port and improvements to be owned by the City, and which account for additional Phase 1A Public Infrastructure constructed outside the limits of Phase 1A;
2. Conditional Assignment of Warranties and Guaranties; and
3. Official Street Dedication Map No. A-17-229.

D. The Director further recommends that the Board of Supervisors approve the legislation to dedicate the Phase 1A Public Infrastructure to public use, accept it for City maintenance and liability purposes, and regarding the street areas, designate the areas as open public right-of-way for street and roadway purposes subject to the following:

1. The portions of streets being designated as open public right-of-way for street and roadway purposes are from back of sidewalk to back of sidewalk, unless specified otherwise or as shown on the Plans and Specifications for the Phase 1A Public Infrastructure.
2. Acceptance of the Phase 1A Public Infrastructure for City maintenance and liability purposes is from back of curb to back of curb, unless specified otherwise, and sidewalk maintenance and underlying LCC is the responsibility of the adjacent property owners in accordance with the Public Works Code.
3. Subdivider's use of LCC shall be subject to the Initial Warranty and Extended Warranty described in Order No. 202368 and the monitoring plan and the performance criteria established in Public Works Order No. 207782.
4. Encroachments that are or will be permitted under an encroachment permit (including but not limited to the Port Encroachments, MRU Encroachments and LCC Monitoring Instrument Encroachments), not permitted, or both, are excluded from acceptance.
5. City Improvements in Port Open Space, which are City utilities outside of the PROW including but not limited to traffic signal infrastructure, storm drain, domestic water, power electrical facilities, portions of curb ramps, and one streetlight, are recommended for

acceptance, dedication for public use, and acceptance for maintenance and liability purposes.

6. The acceptance of the streets does not obviate, amend, alter, or in any way affect existing maintenance agreements between the City and parties to such agreements.
7. The City has accepted or will accept Subdivider's conditional assignment of all warranties and guaranties to the City related to the construction of the Phase 1A and its warranty obligations under Street Improvement Permit No. 20 IE-00486, as modified by Instructional Bulletins #1 and #13.

E. Right-of-Way Widths, Sidewalk Widths, and Street Grades

1. The Director approves the attached Official Sidewalk Width and Street Grades Drawing No. Q-20-1215.
2. The Director recommends that the Board of Supervisors approve the legislation to set the public right-of-way widths for portions of Bridgeview Way, Dr. Maya Angelou Lane, Toni Stone Crossing, and Third Street as set forth in Public Works Map A-17-229 and Drawing Q-20-1215.
3. The Director further recommends that the Board of Supervisors approve the legislation to amend Board of Supervisors Ordinance No. 1061, entitled "Regulating the Width of Sidewalks," a copy of which is in the Clerk of the Board of Supervisors Book of General Ordinances, in effect May 11, 1910, by adding thereto a new section to read as follows:

Section 1648. The width of sidewalks on portions of Streets shall be modified as shown on the Public Works Drawing Q-20-1215, dated September 27, 2024.

4. The Director further recommends that the Board of Supervisors approve the legislation to set the street grades for portions of Bridgeview Way, Dr. Maya Angelou Lane, Toni Stone Crossing, and Third Street as set forth in Public Works Drawings Q-20-1215.
5. The Director further recommends that the Board of Supervisors direct Public Works to revise the Official Public Right-of-Way, Sidewalk Width, and Street Grade maps in accordance with the legislation.

F. Regarding the City Improvements on Port Open Spaces, the Director recommends that the Board of Supervisors dedicate these components of the Phase 1A Public Infrastructure to public use and accept them for City maintenance and liability.

II – Delegated Authority for the Director to Accept Phased Infrastructure

The Director recommends that the Board delegate authority to the Director, in consultation with applicable City agencies, to approve and accept the Deferred Infrastructure once it is complete to the satisfaction of the Director.

III – Amendments to Public Works Code

The Director recommends that the Board of Supervisors approve amendments to the Public Works Code to memorialize the Port's exercise of permitting authority for certain retail activations on City sidewalks (for tables, seating, and other minor encroachments).

In addition, the Director recommends that the Board of Supervisors approve amendments to the Public Works code to ensure that any excavation of or in proximity to LCC is performed according to Public Works standards and requirements, the Department recommends that the Board of Supervisors amend the Public Works Code to require all excavation in the Mission Rock Special Use District to require permits from Public Works, including excavation work that can be completed within 24 hours or would qualify for other existing exemptions.

IV – 3rd Street Pilot House

The Director recommends that the Board authorize the Director to execute the Absolving Service Agreement.

V – Master Encroachment Permits

A. MRU GMEP

The Director recommends that the Board of Supervisors approve the MRU GMEP to permit MRU to maintain the custom improvements and other encroachments in the public right-of-way, as more specifically described in said permit for the Mission Rock project sitewide (all phases), and specifically for the encroachments constructed for Phase 1A, (GMEP) Permit 21ME-00004. The permitted encroachments are generally described as: non-potable water systems; gravity and force main sewer systems; heating and chilled water systems; and conduits for fiber optic cable for purposes of systems communication. The MRU GMEP is subject to the terms and conditions specified in that permit. The Director further recommends that the Board authorize the Director, in the Director's discretion, to approve the assignment, conveyance, or transfer of the MRU GMEP to a successor or assignee.

B. Port IMEP

The Director recommends that the Board of Supervisors approve the IMEP to permit the Port to maintain the Port Encroachments as more specifically described in said permit for the Mission Rock project sitewide (all phases), and specifically for the encroachments constructed for Phase 1A (IMEP) Permit 25ME-00002. The Port Encroachments are more particularly described in the IMEP.

The Director recommends that as part of the IMEP the Board of Supervisors delegate to the Director the authority to allow assignment to the Maintenance Contractor or the Vertical Owners to assume responsibility and liability for compliance with the terms of Public Works Code Section 706 in lieu of the fronting property owner, provided the Port also approves such assignment and subject to the condition that if allocated to an Owners' Association, the maintenance responsibility must be addressed in the CC&Rs as a binding requirement on the Owners' Association and its successors.

C. Major Encroachment Permit for LCC Monitoring Instruments

The Director recommends that the Board of Supervisors approve a Major Encroachment Permit to permit the Permittee to maintain LCC Monitoring Instrument Encroachments as more specifically described in said permit for the Mission Rock project Phase 1A Permit 25ME-00003.

D. General Provisions for Master Encroachment Permits

1. The Director recommends that the Board of Supervisors delegate to the Director the ability to divide each Master Encroachment Permit into separate major permits, master permits, or individual street encroachment permits.
2. The Director recommends that the Board of Supervisors delegate to the Director authority to approve contiguous and non-contiguous annexation of new areas of the project site into each Master Encroachment Permit.
3. The Director recommends that the Board of Supervisors delegate to the Director authority to approve assignments of rights and obligations from the original permittee to the permittee's agent, successor, or assignee or to such other assignees as may be described in the subject Master Encroachment Permit.
4. The Director recommends that the Board of Supervisors approve the permits described above subject to the Permit, Maintenance Agreement, or other such document ensuring maintenance of the encroachments as may be required by Public Works, being approved by the Director and, if required by the Director, recorded in the City and County Assessor-Recorder's Office.
5. The Director recommends that the Permit shall not be effective until the Permittee executes and acknowledges the Permit and delivers said permit and all required documents and fees to Public Works.

X DocuSigned by:
Denny Phan
C907BA0BD82C4E6...

Phan, Denny
Bureau Manager, Infra & Dev Permitting

X DocuSigned by:
Albert Ko
281DC30E04CF41A...

Ko, Albert J
City Engineer

X DocuSigned by:
Carla Short
073CF73A4EA6486...

Short, Carla
Director of Public Works



San Francisco Public Works
General – Director’s Office
49 South Van Ness Ave., Suite 1600
San Francisco, CA 94103
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Public Works Order No: 207782

**APPROVING AN AMENDED AND RESTATED MONITORING
PLAN AND ESTABLISHING REVISED PERFORMANCE
CRITERIA FOR LIGHTWEIGHT CELLULAR CONCRETE (LCC)
INFRASTRUCTURE FOR USE EXCLUSIVELY FOR THE SITE
OF PHASE 1A OF THE MISSION ROCK PROJECT, FINAL
MAP NO. 9443**

This Order shall SUPERCEDE Order 203,637 in its entirety.

WHEREAS, On October 5, 2017, the Planning Commission certified the Final Environmental Impact Report for Seawall Lot 337 and Pier 48 Mixed-Use Project (“EIR”), prepared pursuant to the California Environmental Quality Act (Cal. Pub. Resources Code §§ 21000 et seq.; hereafter “CEQA”) by Motion No. 20017 for the Seawall Lot 337 and Pier 48 Mixed-Use Project (“Project”), and approved CEQA findings and a Mitigation Monitoring Reporting Program pursuant to Motion No. 20018. On May 21, 2020, the Planning Department issued a note to file on the proposed project change addressed in this Order. The EIR and Planning Department analysis are incorporated herein by reference.

WHEREAS, On January 30, 2018, the Port Commission, through Resolution No. 18-03, approved the Disposition and Development Agreement by and between the Port and SWL 337 Associates, LLC, (“DDA”) concerning the development of the “Project Site” as defined in the DDA.

WHEREAS, On February 13, 2018, the Board of Supervisors adopted Resolution No. 44-18, approving the Memorandum of Understanding Regarding Interagency Cooperation (Mission Rock Project at Seawall Lot 337 and Pier 48) (“ICA”) by and between the City, acting by and through the Mayor, the Board, the City Administrator, the Director of Public Works, the San Francisco Municipal Transportation Agency (“SFMTA”), and the San Francisco Public Utilities Commission (“SFPUC”), and the Port.

WHEREAS, On February 27, 2018, the Board of Supervisors adopted Ordinance No. 33-18 approving a Development Agreement for the Project between the City and County of San Francisco and SWL 337 Associates, LLC (“DA”) and adopted the environmental findings set forth in Motion No. 20019, on file with the Clerk of the Board of Supervisors No. 171313 and incorporated herein by reference.

WHEREAS, On February 27, 2018, the Board adopted Ordinance No. 31-18, approving the Mission Rock Special Use District, Planning Code Section 249.80, which establishes zoning designations for Seawall Lot 337 and Pier 48.

WHEREAS, On April 5, 2019, Subdivider submitted a written request for approval of various Design Modifications and Exceptions, as defined in the Subdivision Regulations, for alternative designs and relief from certain standard requirements in the Subdivision Regulations. The request was circulated by the Director to all affected City agencies for review and comment. The Director held a public hearing on the proposed Design Modifications and Exceptions request on August 7, 2019 and received no public comment. The Director signed Public Works Order No. 202,297 approving the Design Modifications and Exceptions request on November 27, 2019.

WHEREAS, On December 13, 2019, the Director signed Public Works Order No. 202,368 ("Order No. 202,368" or "Conditions of Approval") approving the Tentative Map for Map No. 9443, regarding Phase 1A of the Project, subject to conditions of approval.

WHEREAS, On May 22, 2020, the Director signed Public Works Order No. 203,189 approving the Subdivider's request for deferrals of certain conditions of approval set forth in Public Works Order No. 202,368, an exception to the Subdivision Code, and amendments to the Mission Rock Infrastructure Plan ("Infrastructure Plan Amendments") subject to the subsequent approval of all required City officials and departments and consent of the Subdivider.

WHEREAS, On May 22, 2020, the Director also signed Public Works Order No. 203,194 recommending the Board of Supervisors approval of Final Map No. 9443 for Phase 1A of the Project.

WHEREAS, On June 2, 2020, the Board of Supervisors approved Final Map No. 9443.

WHEREAS, On August 20, 2020, the Infrastructure Plan Amendments became effective upon the approval and/or consent of all required signatories, including Mayor Breed, the Port of San Francisco, the San Francisco Fire Department, SFMTA, Public Works, SFPUC, and Seawall Lot 337 Associates, LLC, as required pursuant to the ICA.

WHEREAS, As required to satisfy the Conditions of Approval of Order No. 202,368 pertaining to the proposed use of lightweight cellular concrete ("LCC") for Phase 1A of the Project, the satisfaction of which was deferred by the Director pursuant to Order No. 203,189, the City Engineer, following the review and evaluation of the Technical Review Report, as well as the civil and geotechnical peer review reports, has determined that the use of LCC for Phase 1A of the Project may only be approved subject to compliance in full with: i) the Monitoring Plan and Performance Criteria ("LCC Performance Criteria") that have been approved by the Director and the City Engineer and ii) LCC engineering design criteria ("LCC Design Criteria") that have been approved by the Director and the City Engineer. Subdivider's use of LCC shall be subject to the Initial Warranty and Extended Warranty described in Order No. 202,368.

WHEREAS, Subdivider requested amendment to the Exhibit 1 included with Order 203,637 to update monitoring requirements by amending the type of piezometer equipment used to monitor groundwater levels and uplift pressure and also to amend the warranty performance criteria for SFPUC pressurized utilities. Refer to attached revised Exhibit 1 dated 01/11/2023.

WHEREAS, the Director held a duly-noticed public hearing to solicit public comment on Subdivider's requested amendment to Exhibit 1 on January 11, 2023 and no public comment was received. The Hearing Officer reviewed the requested amendment and made a recommendation to the Director of Public Works to approve the request.

DETERMINATION

1. The Director, based on the recommendation and certification of the Hearing Officer and City Engineer, hereby approves the revised LCC Performance Criteria set forth in revised Exhibit 1 and authorizes the use of LCC exclusively for Phase 1A of the Mission Rock Project Site, Final Map No. 9443, upon issuance of a corresponding street improvement permit, subject to compliance in full with the LCC Performance Criteria and the LCC Design Criteria approved under Order No. 203636.

2. The LCC Performance Criteria and the LCC Design Criteria shall be used to evaluate whether the LCC Infrastructure, as defined in Public Works Order No: 202368, is performing safely and in accordance with its intended use and purpose and whether the LCC Infrastructure has failed and shall require repair, remediation, and/or replacement. As set forth in Public Works Order No: 202368, exceedance of and/or failure to comply with the LCC Performance Criteria shall be deemed a "Failure" of the LCC Infrastructure and shall require Subdivider to take the actions specified in the LCC Performance Criteria.
3. In adopting this Order, Public Works is in no way explicitly or impliedly authorizing or approving the use of LCC Infrastructure, the LCC Performance Criteria, or the LCC Design Criteria for any location outside of Phase 1A of the Project and Public Works is not bound by this Order or decision in Public Works' evaluation of any other proposal to use LCC or any criteria related thereto.
4. To the extent this action or related Public Works actions regarding LCC or LCC Infrastructure results in the need to amend the Public Works Code, Public Works hereby defers compliance with this requirement until Subdivider's request to the City for a Notice of Completion on any public improvements that include the use of LCC.
5. Any public improvement designs submitted to Public Works which rely on the LCC Performance Criteria and other protocols identified in this Public Works Order shall be the work product of a California registered professional engineer in responsible charge of the design and shall include the stamp and certification by said engineer.
6. These criteria and other requirements in this Order, including the LCC Performance Criteria and the LCC Design Criteria, represent the minimum criteria and requirements applicable to the use of LCC. Public Works reserves the discretion to require additional analysis and information based on field observation of performance, safety considerations, and new data, testing, and/or other factors that are made available and/or become relevant to the evaluation of the LCC Infrastructure and its conformity to the LCC Design Criteria and LCC Performance Criteria.
7. This Order is a companion to related Orders on LCC Infrastructure and should be read and interpreted consistent with those other Orders.
8. Nothing in this Order shall be deemed to explicitly or impliedly waive any City rights or remedies regarding LCC infrastructure during or after applicable warranty periods.
9. Exhibit 1 is hereby amended as of the date of this Order to version dated 01/11/2023 herein attached.

Exhibit 1

Monitoring Plan and Performance Criteria for LCC Infrastructure ("LCC Performance Criteria")
Revised 01/11/2023

X DocuSigned by:
Albert Ko
Ko, Albert J 281DC30E04CF41A...
City Engineer

X DocuSigned by:
Carla Short
Short, Carla 073CF73A4EA6486...
Interim Director

Mission Rock Phase 1A: Monitoring Plan and Performance Criteria for LCC Infrastructure – Revised 1/11/2023

Notes:

1.

This document is meant to supplement Public Works Order No. 202368. As set forth in Public Works Order No: 202368, “LCC Infrastructure” means the “[lightweight cellular concrete] (‘LCC’), the at-grade and subsurface physical improvements and utility facilities to be constructed within parks, open space, and rights-of-way as part of the Project, including but not limited to improvements at interfaces between existing right-of-ways and new right-of-ways containing LCC, and at interfaces between LCC and fronting or adjacent lots.”
2.

The LCC Infrastructure shall meet the performance criteria set forth for the 75-year life of Phase 1A of the Seawall Lot 337 and Pier 48 mixed-use project (“Project”).
3.

The LCC Criteria below shall be used to evaluate whether the LCC Infrastructure is performing safely and in accordance with its intended use and purpose. As set forth in Public Works Order No: 202368, exceedance of and/or failure to comply with the LCC Criteria below shall be deemed a “Failure” of the LCC Infrastructure and shall require subdivider to take the required actions listed below, consistent with terms of the “Initial Warranty,” the “Extended Warranty,” and the subdivider’s comprehensive insurance program as described in Public Works Order No 202368.
4.

The purpose of the settlement monitoring program is to evaluate the construction and long-term performance of LCC infrastructure proposed for the Project.
5.

Different instrumentations and monitoring schedules are required to evaluate the construction and long-term performance of the proposed improvements. The instrumentations consist of extensometers, settlement points, and piezometers.
6.

Settlement surveys shall be conducted by a California Licensed Surveyor.
7.

Minimum monitoring frequency is listed below and the City, in its discretion, may require more frequent monitoring if any observed reading is approaching the applicable threshold and is within 10% of the thresholds.
8.

Subdivider shall ensure extensometers, settlement monuments, utility monitoring points and piezometers perform as intended and shall replace any defective or damaged settlement monuments and piezometers so as not to impede ability to collect data for next scheduled reading. Subdivider shall not be responsible for replacing settlement monuments, utility monitoring points and piezometers damaged by the City or its contractors.
9.

Compliance standards for City Infrastructure are not modified or changed by the LCC Performance Criteria.
10.

City reserves the right to perform additional tests and/or collect all data it deems appropriate to evaluate performance of the LCC Infrastructure. Should City elect to undertake such additional tests or data collection, at its cost, or audit information that the Subdivider is required to submit, Subdivider, and its successors, shall cooperate with the City in these efforts.
11.

Subdivider shall provide a written report to the City every six (6) months, in a form prescribed by the City, detailing the results of following:

a.

Information collected as described below.

b.

Whether there are any engineering, safety, or performance problems or issues with, or located on or about, the interface of LCC Infrastructure and (i) existing ROWS, (ii) fronting or adjacent development lots, or (iii) open space areas containing geofoam.

c.

Whether there are any engineering, safety, or performance problems or issues with, or located on or about, street trees and landscaping in or above LCC.
12.

Subdivider shall notify the City within 14 calendar days upon discovery of any incident of threshold exceedance described below. Further, Subdivider shall provide report summarizing findings and proposed remediation measures within 45 calendar days of the discovery.
13.

Major seismic event is defined as Mw>6.70 within 50 kilometers.

Performance Variable	Monitoring Instrumentation	Commencement and Frequency of Routine Monitoring and Sampling	LCC Criteria	Required Action	Notes
Ground movement (heave, settlement)	<div><div>• Four (4) Vertical Multipoint borehole Extensometers (MBX)</div></div>	<div><div>• Readings every two weeks after final layer of LCC placement. Six months after placement of final layer of LCC, Public Works, at its discretion may allow the frequency to be reduced to one reading per month.</div><div>• Reading to establish baseline elevations will be performed within 30 day of final NOC for Phase 1A.</div><div>• Monthly readings shall commence during the first year after final NOC for Phase 1A.</div><div>• Quarterly readings during the second year, after final NOC for Phase 1A.</div><div>• Readings every six months during the third year, after final NOC for Phase 1A.</div><div>• Annual readings during 4th through 9th years.</div><div>• Readings every six months during the 10th year (i.e., final year of required monitoring).</div></div>	<div>Performance Criteria:</div> <div><div><u>Settlement/Heave Criteria:</u></div><div>For 1st and 2nd Year after final NOC for Phase 1A:</div><div><div>• Differential settlement shall not exceed 1/900 (1.00”/75 ft) excluding a major seismic event</div><div>• Maximum settlement of 0.75” and maximum heave of 0.25” excluding a major seismic event</div><div>• If a major seismic event were to occur prior to acceptance,differential settlement of 1/600 (1.50”/75 ft) and maximum settlement of 1.50”</div></div><div>For 3rd year through 5th year after final NOC for Phase 1A:</div><div><div>• Differential settlement shall not exceed 1/720 (1.25”/75 ft) excluding a major seismic event</div><div>• Maximum settlement of 1.00” and maximum heave of 0.375” excluding a major seismic event.</div><div>• If a major seismic event were to occur prior to acceptance,differential settlement of 1/600 (1.50”/75 ft) and maximum settlement of 1.50”</div></div></div>	<div><div>1.</div><div>The performance of the infrastructure within the public right-of-way shall abide by the applicable City Code(s) and Orders.</div></div> <div><div>2.</div><div>For the period of 10 years after the issuance of final NOC for Phase 1A, the Subdivider shall perform sampling and monitoring as outlined in this table. Subdivider to evaluate settlement/heave in the area of monuments exceeding the performance criteria, including the area up to the next closest monuments, and submit a report specifying underlying cause of settlement/heave. Depending on the results of the evaluation, Subdivider shall propose repair and/or replacement of all affected LCC Infrastructure. Any proposed repair, replacement, or other remediation is subject to review and approval of the City. The extent of the repair and/or replacement may extend to the next monument point.</div></div> <div><div>3.</div><div>The settlement and/or heave in the public right-of-way exceeding the performance criteria listed for sidewalks, pathways, and roadways will be considered Failure and will require correction under the applicable warranty, while such warranty is in effect, or subdivider’s comprehensive insurance program, as may be applicable .</div></div>	<div><div>1.</div><div>Multipoint Borehole Extensometers (MBX) shall be installed through LCC and fill and extend to dense material below Young Bay Mud. The targeted locations of the sensors shall be at bottom of LCC, bottom of fill, and at three different levels within Young Bay Mud. The objective is to determine the settlement/heave versus depth in the soil profile.</div></div> <div><div>2.</div><div>The extensometers shall be installed in between stone columns.</div></div> <div><div>3.</div><div>Reading accuracy shall be plus or minus 0.01 foot.</div></div> <div><div>4.</div><div>Subdivider to protect the extensometers in place and provide vehicular traffic-rated casting and raise access to finish grade after the roadway is completed and in service.</div></div> <div><div>5.</div><div>Settlement monitoring shall start one month after final layer of LCC placement. However, the performance thresholds shall be applicable to settlements after the issuance of the final NOC for Phase 1A.</div></div> <div><div>6.</div><div>Geotechnical Engineer of Record shall demonstrate future compliance with the residual settlement by comparison of the monitored data and predicted settlement.</div></div> <div><div>7.</div><div>Subdivider shall propose locations of extensometers and submit such proposal(s) to the City for review and approval.</div></div>
	<div><div>• Ten (10) settlement monuments within Sanitary Sewer/Storm Drain Manholes (shown in SIP Drawing No. C13.00)</div><div>• One (1) additional utility monitoring point for each block between manholes for Sanitary or Storm Drain</div></div>	<div><div>• Settlement monuments shall be installed within one month of installation of Sanitary Sewer/Storm Drain lines and Manholes</div><div>• Readings every two weeks after settlement monuments are established and continuously thereafter until roadway construction is completed. Six months after placement of final layer of LCC, Public Works, at its discretion may allow the frequency to be reduced to one reading per month.</div><div>• Reading to establish baseline elevations will be performed within 30 day of final NOC for Phase 1A.</div><div>• Monthly readings during the first year after final NOC for Phase 1A.</div><div>• Quarterly readings during the second year, after final NOC for Phase 1A.</div><div>• Readings every six months during the third year, after final NOC for Phase 1A.</div><div>• Annual readings during 4th through 9th years.</div></div>	<div>For 6th year through 10th year after final NOC for Phase 1A:</div> <div><div>• Differential settlement of 1/720 (1.25”/75 ft) excluding a major seismic event</div><div>• Maximum settlement of 1.25” and maximum heave of 0.50” excluding a major seismic event</div><div>• If a major seismic event were to occur prior to acceptance,differential settlement of 1/600 (1.50”/75 ft) and maximum settlement of 1.50”</div></div> <div><div><u>Sidewalks and Pedestrian Pathways:</u></div><div>Sidewalks are designed as rigid pavement as required by the City with positive drainage provided to direct runoff away from development parcels and meet accessibility requirements in effect at time of issuance of the street improvement permit (“SIP”). In compliance with SFPW recommendations, design cross slopes are generally at 1.67%.</div><div>Performance Criteria for accessibility requirements include but are not limited to:</div><div><div>• 2.0% maximum cross slope</div><div>• 0.50” maximum wide horizontal gap</div><div>• 0.25” maximum vertical differential</div></div></div>		<div><div>1.</div><div>Reading accuracy shall be plus or minus 0.001 foot.</div></div> <div><div>2.</div><div>Subdivider to protect the monitoring points in place and provide vehicular traffic-rated casting and raise access to finish grade after the roadway is completed and in service.</div></div> <div><div>3.</div><div>Settlement monitoring shall start within one month after completion of Sanitary Sewer/Storm Drain Manholes. However, the performance thresholds shall be applicable to settlements after the final NOC for Phase 1A is issued.</div></div> <div><div>4.</div><div>GEOR shall demonstrate future compliance with the residual settlement by comparison of the monitored data and predicted settlement.</div></div> <div><div>5.</div><div>If City or Port performs maintenance on storm drain or sanitary sewer infrastructure that is being monitored and such maintenance impacts the condition of the monitoring monument, a new baseline elevation for the monitoring monument shall be established by the Subdivider at the time of next reading. Additionally, Subdivider shall inform the city of the new baseline at the time of the next reporting.</div></div>

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		<ul style="list-style-type: none">Reading every six months during the 10th year (i.e., final year of required monitoring).	<p><u>Roadways including curbs, gutters and crosswalks:</u> In compliance with Public Works requirements, street pavement and curbs in Rights-of-way shall maintain positive surface flow, and design slopes for roadways shall be from 0.3% to 5% longitudinal with a minimum of 0.5% to 5% longitudinal slope for gutter and with a 2% to 5% cross slope. Crosswalks within streets are also subject to accessibility requirements listed in the “Sidewalks and Pedestrian Pathways” section above.</p> <p><u>Shared Public Ways:</u> Shared Public Ways are designed such that pedestrian and vehicular modes of travel may share portion of the right-of-way. These areas are designed as rigid pavement as required by the City with positive drainage provided to direct runoff away from development parcels and comply with the “Performance Criteria for accessibility requirements” identified above, design cross slopes are generally at 1.67% with a maximum cross-slope of 2% in any direction. Design slopes for roadway are from 0.3% to 5% longitudinal with a minimum of 0.5% design longitudinal slope for the bottom of the valley gutter.</p>		
	<ul style="list-style-type: none">Ten (10) settlement monuments on valve nuts of LPW and AWSS Water (shown in SIP Drawing No. C13.00)	<ul style="list-style-type: none">Settlement monuments shall be installed within one month of installation of valve boxes for LPW, and AWSS. Six months after placement of final layer of LCC, Public Works, at its discretion may allow the frequency to be reduced to one reading per month.Reading to establish baseline elevations will be performed within 30 day of final NOC for Phase 1A.Monthly readings during the first year after the final NOC for Phase 1A.Quarterly readings during the second year, after final NOC for Phase 1A.Readings every six months during the third year, after final NOC for Phase 1A.Annual readings during 4th through 9th years.Reading every six months during the 10th year (i.e., final year of required monitoring).			<ol style="list-style-type: none">Reading accuracy shall be plus or minus 0.001 foot.Subdivider to protect the monitoring points in place and provide vehicular traffic-rated casting and raise access to finish grade after the roadway is completed and in service.Settlement monitoring shall start one month after final layer of LCC placement. However, the warranty performance thresholds shall be applicable to settlements after the final NOC for Phase 1A is issued. GEOR shall demonstrate future compliance with the residual settlement by comparison of the monitored data and predicted settlement.If City or Port performs maintenance on low pressure water or AWSS infrastructure that is being monitored and such maintenance impacts the condition of the monitoring monument, a new baseline elevation for the monitoring monument shall be established by the Subdivider at the time of next reading. Additionally, Subdivider shall inform the city of the new baseline at the time of the next reporting.
	<ul style="list-style-type: none">Four (4) additional settlement monuments are required one-month after completion of final layer of LCC.	<ul style="list-style-type: none">Readings every two weeks after final layer of LCC placement. Six months after placement of final layer of LCC, Public Works, at its discretion may allow the frequency to be reduced to one reading per month.Reading to establish baseline elevations will be performed within 30 day of final NOC for Phase 1A.Monthly readings during the first year after the final NOC for Phase 1A.Quarterly readings during the second year, after final NOC for Phase 1A.Readings every six months during the third year, after final NOC for Phase 1A.Annual readings during 4th through 9th years.Readings every six months during the 10th year (i.e., final year of required monitoring).			<ol style="list-style-type: none">Reading accuracy shall be plus or minus 0.001 foot.Subdivider to protect the monitoring points in place and provide vehicular traffic-rated casting and raise access to finish grade after the roadway is completed and in service.Settlement monitoring shall start one month after final layer of LCC placement. However, the performance thresholds shall be applicable to settlements after the final NOC for phase 1A is issued. GEOR shall demonstrate future compliance with the residual settlement by comparison of the monitored data and predicted settlement.Subdivider shall propose locations of additional monuments and submit such proposal (s) to the City for review and approval.Should the City or Port perform maintenance on infrastructure that is being monitored and such maintenance impacts the condition of the monitoring monument, a new baseline elevation for the monitoring monument shall be established by the Subdivider at the time of next reading. Additionally, Subdivider shall inform the city of the new baseline at the time of the next reporting.
Groundwater Level and uplift pressure	Four (4) Standpipe Piezometers, with a vibrating wire piezometer and data logger	<ul style="list-style-type: none">Provide sufficient sensors and data logging units to collect hourly readings from vibrating wire piezometers to capture tide and storm influence at the project site for the first three months and first storm season.Daily readings within influence zone of dewatering activities and minimum of readings every two weeks until final NOC for Phase 1A is issued.Monthly readings during the first year after final NOC for Phase 1A.Quarterly readings during the second year, after final NOC for Phase 1A.Readings every six months during the third year, after final NOC for Phase 1A.Annual readings during 4th through 10th years.	<p>Groundwater level shall be monitored to confirm if El. 94 ft (best estimated GWT level in Langan’s October 2019 geotechnical report) is accurate as design basis in year 2019.</p> <p>Appendix 3 of CCSF (2015), “Guidance for Incorporating Sea Level Rise into Capital Planning in San Francisco: Assessing Vulnerability and Risk to Support Adaptation,” provided equations to station sea level rise for the “upper end of range” and “most likely” projection for different years.</p> <p>If the measured groundwater level is higher than that predicted in Appendix 3 during the 10th year after the issuance of final NOC for Phase 1A, there is a high probability that the groundwater level will be higher than the assumed 97.0 feet used for the “most likely” scenario.</p>	<ol style="list-style-type: none">If the measured sustained groundwater level is different than EL. 94 feet 2 years after issuance of Final NOC for Phase 1A, the GEOR shall prepare and submit calculations to verify the adequacy of the as-built conditions for load offset and uplift based on the updated data.If based on these calculations, the LCC Infrastructure is shown to be potentially inadequate at or before year 75, then the Subdivider shall develop, in consultation with the Port of San Francisco, San Francisco Public Works, and the San Francisco Public Utilities Commission, adaptive management strategies to mitigate potential settlement and heave. City agencies will work collaboratively to identify funding to implement these strategies, and such funding sources may include the Mission Rock Community Facilities District, the Port-wide Infrastructure Financing District, or General Obligation Bonds.	<ol style="list-style-type: none">Standpipe Piezometers to measure groundwater elevation below the bottom of LCC. The objective is to confirm groundwater level assumed in design and, monitor sea level rise.Install standpipe piezometers a month after pouring top layer of LCC.Subdivider to protect the piezometers in place and provide vehicular traffic-rated casting and raise access to finish grade after the roadway is completed and in service.Reading accuracy shall be plus or minus 0.01 foot.
Gravity Utilities	<ul style="list-style-type: none">Ten (10) settlement monuments within Sanitary Sewer/Storm Drain Manholes (shown in SIP Drawing No. C13.00)One (1) additional utility monitoring point for each block between manholes for Sanitary or Storm Drain.	<ul style="list-style-type: none">Readings every two weeks after final layer of LCC placement.Reading to establish baseline elevations will be performed within 30 day of final NOC for Phase 1A.Monthly readings during the first year after final NOC for Phase 1A.Quarterly readings during the second year, after final NOC for Phase 1A.Readings every six months during the third year, after final NOC for Phase 1A.Annual readings during 4th through 9th years.	<p>Warranty Performance Criteria</p> <ul style="list-style-type: none">Any of the following characteristics identified during video inspection of the gravity utilities will be considered a settlement defect:<ul style="list-style-type: none">Low spot in gravity utilities. Low spots are identified during videoing by spraying water in pipe, then videoing with a 1” measuring device (fishing weights are common) suspended in front of camera. Max low spots: 10” DIA pipe = 0.50” ponding max, 14” DIA pipe = 0.75” ponding max, greater than 14” DIA pipe = 1.00” ponding max.Joint separations (0.75” or greater opening between pipe sections)Cocked joints present in straight runs or on the wrong side of pipe curvesChips in pipe ends	<ol style="list-style-type: none">For every 0.5” of settlement or heave without major seismic event, video inspection of gravity sanitary and storm sewer assets shall be required within 30 days of discovery. All assets located between two nearest manholes shall be inspected.Defects identified from the video inspection must be remedied by the Subdivider to the City’s satisfaction under the applicable warranty and/or the Subdivider’s comprehensive insurance program, as may be applicable.The extent and nature of the replacement, repair or redesign shall be based on an evaluation of the mechanism and extent of failure.	

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		<ul style="list-style-type: none">Readings every six months during the 10th year (i.e., final year of required monitoring).	<ul style="list-style-type: none">Cracked or damaged pipeDropped jointsHigh rate of water Infiltration (by rate or volume) or water damageIrregular condition without logical explanation inconsistent with pipe material or pipe manufacturer’s specifications, which can be attributed to the performance of LCC.		
Pressurized Utilities	<ul style="list-style-type: none">Ten (10) settlement monuments on valve nuts of LPW and AWSS Water (shown in SIP Drawing No. C13.00)	<p><u>For settlement:</u></p> <ul style="list-style-type: none">Settlement monuments shall be installed within one month of installation of valve boxes for LPW, and AWSS. Six months after placement of final layer of LCC, Public Works, at its discretion may allow the frequency to be reduced to one reading per month.Reading to establish baseline elevations will be performed within 30 day of final NOC for Phase 1A.Monthly readings during the first year after the final NOC for Phase 1A.Quarterly readings during the second year, after final NOC for Phase 1A.Readings every six months during the third year, after final NOC for Phase 1A.Annual readings during 4th through 9th years.Readings every six months during the 10th year (i.e., final year of required monitoring). <p><u>For LPW Pressure Testing:</u></p> <ul style="list-style-type: none">At end of the Initial Warranty period (i.e., two years from the issuance of the last NOC within Phase 1A), or after 0.5” of monitored settlement or heave, whichever occurs first.At end of the Extended Warranty Period (as defined in Order No. 202368), of 1” of monitored settlement or heave, whichever occurs first.At the end of the Extended Warranty Period (as defined in Order No. 202368) when greater than 1” of monitored settlement or heave is measured.	<p>Warranty Performance Criteria:</p> <p>For LPW Pressure Testing: SFPUC’s leak detection crew shall be deployed to the site to detect if there are any leaks in the LPW system. The method of detection is based on measuring changes in sound in pressurized pipes. Sound is measured using a hand-held ultrasonic device applied to pipes, hydrants, and/or valves. The type and intensity of sound indicates where a leak may be located.</p>	<ol style="list-style-type: none">Every 0.50” of settlement or heave excluding a major seismic event shall require Subdivider to perform inspection of the pressurized water systems (LPW, RW and AWSS) within 30 days of discovery.Such inspection shall include a site walk of the pressurized systems (between two nearest valve locations), visual inspection for water leaks and cracked or damaged surface facilities. Determination that a section of pressurized pipes may be leaking shall require investigation and spot correction under the applicable warranty and/or the Subdivider’s comprehensive insurance program, as may be applicable.LPW Pressure Testing to be performed at the cost of Subdivider to identify any possible leaks.	



GENERAL PLAN CONSISTENCY DETERMINATION AND CEQA FINDINGS

February 6, 2025

Ms. Carla Short
Director
San Francisco Public Works
49 South Van Ness Avenue, Suite 1600
San Francisco, CA 94103

Ms. Elaine Forbes
Director
Port of San Francisco
Pier 1, The Embarcadero
San Francisco, CA 94111

Project Title: Mission Rock Project Phase 1 and Phase 1A – Acceptance of Public Improvements; Issuance of Encroachment Permits; Approval of Licenses, Leases, Open Space Management Agreements, and Other Agreements; Approval of Public Works Code Amendments; and Other Actions

Assessor's Blocks(s)/Lot(s): 8719A/005, 8719C/002, 8719D/001, 8719B/003, 8719A/009, 8719D/001, 8719B/003, 8719A/010, 8719A/004

Design Review Approval No.(s): 2013.0208ENV, DVA, MAP, PCA

Zoning District(s): Heavy Industrial (M2), Mission Rock Mixed Use (MR-MU) Zoning Districts; 40-Mission Rock, 60-Mission Rock, 90/120-Mission Rock, 90-Mission Rock, 100-Mission Rock, 120-Mission Rock, 190-Mission Rock, 240-Mission Rock, 40-X, and OS Height/Bulk Districts

Staff Contact: Elizabeth Purl, 628.652.7529, elizabeth.purl@sfgov.org

Dear Director Short and Director Forbes:

This letter addresses numerous proposed actions for consideration by the Port Commission and the Board of Supervisors regarding Phase 1 and Phase 1A of the Mission Rock project ("Project") on property located on Assessor's Blocks/Lots 8719A/005, 8719C/002, 8719D/001, 8719B/003, 8719A/009, 8719D/001, 8719B/003, 8719A/010, and 8719A/004.

Regarding Phase 1 and Phase 1A of the Project, the Port Commission and/or the Board of Supervisors will consider taking the following actions:

- Approval of the China Basin Park lease and loan agreement ("CBP Lease") for the management and operation of China Basin Park, and recommendation that the Board of Supervisors approve the CBP Lease;
- Approval of the license to authorize Pacific Gas and Electric ("PG&E") to provide power to the 3rd Street Bridge "Pilot House" and the "Absolving Services Agreement" and recommendation that the Board of Supervisors approve the same;
- Approval of the license to authorize PG&E to provide gas service to buildings located on Lot 3 and Lot 4 of the

Project and recommendation that the Board of Supervisors approve the same;

- Approval of a management agreement (“Open Space Management Agreement”) for the management and maintenance of certain Port infrastructure and the Mission Rock open space, and recommendation that the Board of Supervisors approve the Open Space Management Agreement;
- Approval of the license with Mission Rock Utilities (“MRU License”) for the operation and maintenance of private district utilities within China Basin Park and Mission Rock open space, and recommendation that the Board of Supervisors approve the MRU License;
- Approval of the license to place, operate, and maintain electrical lines within Port-owned conduit that facilitates service to mechanical bollards located in the Bridgeview Paseo and Dr. Maya Angelou Paseo (“Bollard License”);
- Approval of a sponsorship agreement between the manager under the Open Space Management Agreement and China Basin Ballpark Company to install special pavers within a portion of the Bay Trail in China Basin Park pursuant to Port Permit Number B-2025-0002;
- Recommendation that the Board of Supervisors approve legislation amending the Public Works Code to memorialize the Port’s exercise of permitting of certain retail activations on City and County of San Francisco (“City”) sidewalks;
- Acceptance of the Offer of Improvements for infrastructure shown in the plans for Street Improvement Permit (“SIP”) No. 20IE-00486, approved by Public Works, Bureau of Street Use and Mapping, on October 1, 2020 (“Plans”) that the City will maintain, including street and utility improvements and as further defined in the latest version of the project’s Maintenance Matrix on file with Public Works as of the date of this letter, and dedication of the same to public use and designation of the same as open public right-of-way for street and roadway purposes subject to specified conditions;
- Approval of the public right-of-way widths, sidewalk widths, and street grades;
- Approval of amendments to the Public Works Code to memorialize the Port’s exercise of permitting authority for certain retail activations on City sidewalks;
- Approval of amendments to the Public Works Code to ensure that any excavation of or in proximity to lightweight cellular concrete (“LCC”) in the Mission Rock Special Use District be performed according to Public Works standards and requirements and according to permits issued by Public Works, including for excavation work that can be completed within 24 hours;
- Authorization of the Public Works Director to execute the Absolving Services Agreement with PG&E;
- Approval of a Master Encroachment Permit for Mission Rock Utilities (“MRU”) to permit MRU to maintain the custom improvements and other encroachments in the public right-of-way including privately-owned district energy lines, non-potable water, and sanitary sewer lines to occupy public rights-of-way and be maintained by MRU;
- Approval of the Port Encroachment Interdepartmental Master Encroachment Permit (“IMEP”), to allow improvements that will be owned and maintained by the Port to be permitted as encroachments to occupy public rights-of-way, as described in the Port IMEP, Maintenance Matrix, and Jurisdictional Memorandum of

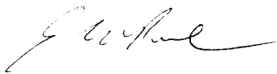
Understanding between the City and the Port; and delegation of authority to the Public Works Director to allow assignment to the maintenance contractor or the owners' association responsibility and liability for compliance with Public Works Code Section 706, provided that the Port also approve such assignment and subject to the condition that if allocated to an Owners' Association, the maintenance responsibilities must be addressed in the CC&Rs as a binding requirement on the Owners' Association and its successors;

- Approval of a major encroachment permit to enable the Developer to maintain LCC monitoring instrument encroachments that will measure the settlement of LCC installed around or below the sidewalks and roadways in the Phase 1A Project area; and
- Other related actions required to implement the Project.

On October 5, 2017, the San Francisco Planning Commission issued a series of approvals for the Mission Rock (i.e., Seawall Lot 337 / Pier 48) Project (Planning Department Records 2013.0208ENV, DVA, MAP, and PCA). These approval actions included certification of the Final Environmental Impact Report ("FEIR") through Motion No. 20017, adoption of California Environmental Quality Act ("CEQA") findings through Motion No. 20018, and adoption of General Plan and Planning Section 101.1 consistency findings through Resolution No. 20019. The Board of Supervisors subsequently adopted the CEQA Findings through Resolution No. 36-18.

Planning Department Staff has reviewed the Plans and considered the Port Commission actions and the Board of Supervisors actions identified in this letter and finds them consistent with the Planning Commission's approvals for the Project. Therefore, the Planning Department Staff finds that the Board of Supervisors actions and the Port Commission actions identified in this letter are covered with the scope of the FEIR and the CEQA findings of Planning Commission Motion Nos. 20017 and 20018 and there is no need for subsequent environmental analysis. In addition, the Planning Department Staff finds that these actions are, on balance, consistent with and covered within the scope of the General Plan and Planning Code Section 101.1 Consistency Findings of Planning Commission Resolution No. 20019. For purposes of the Board of Supervisors actions and Port Commission actions identified in this letter, the Planning Department Staff relies on and incorporates by reference these Planning Commission Motions and their associated findings, copies of which are attached to this letter.

Sincerely,



Elizabeth Purl
Senior Planner

cc: (via email)

Wyatt Donnelly-Landolt, Development Projects, Por of San Francisco
Shawna Gates, Infrastructure Task Force, Public Works

Attachments:

Planning Commission Motion No. 20017 (October 5, 2017)
Planning Commission Motion No. 20018 (October 5, 2017)
Planning Commission Resolution No. 20019 (October 5, 2017)



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Motion No. 20017

HEARING DATE: OCTOBER 5, 2017

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Case No.: 2013.0208E
Project Title: Seawall Lot 337 and Pier 48 Mixed-Use Project
Zoning: MB-OS (Mission Bay-Open Space) and M-2 (Heavy Industrial)
Mission Rock Height and Bulk District
Block/Lot: Assessor's Block 8719/Lot 006, and Block 9900/Lot 048.
Project Sponsor: Phil Williamson
Port of San Francisco
Pier 1, The Embarcadero
San Francisco, CA 94111
(415) 274-0453, phil.williamson@sfport.com

Jack Bair
Seawall Lot 337 LLC
24 Willie Mays Plaza
San Francisco, CA 94107
(415) 972-1755, jbair@sfgiants.com

Staff Contact: Tania Sheyner – (415) 575-9127
tania.sheyner@sfgov.org

ADOPTING FINDINGS RELATED TO THE CERTIFICATION OF A FINAL ENVIRONMENTAL IMPACT REPORT FOR THE PROPOSED SEAWALL LOT 337 AND PIER 48 MIXED-USE PROJECT.

MOVED, that the San Francisco Planning Commission (hereinafter "Commission") hereby CERTIFIES the final Environmental Impact Report identified as Case No. 2013.0208E, the "Seawall Lot 337 and Pier 48 Mixed-Use Project" (hereinafter "Project"), based upon the following findings:

1. The City and County of San Francisco, acting through the Planning Department (hereinafter "Department") fulfilled all procedural requirements of the California Environmental Quality Act (Cal. Pub. Res. Code Section 21000 *et seq.*) (hereinafter "CEQA"), the State CEQA Guidelines (Cal. Code Regs. Title 14, Section 15000 *et seq.*) (hereinafter "CEQA Guidelines") and Chapter 31 of the San Francisco Administrative Code (hereinafter "Chapter 31").

- A. The Department determined that an Environmental Impact Report (hereinafter "EIR") was required and provided public notice of that determination by publication in a newspaper of general circulation on December 11, 2013.


- B. The Department held a public scoping meeting on January 13, 2014, in order to solicit public comment on the scope of the Project's environmental review.
 - C. On April 26, 2017, the Department published the Draft Environmental Impact Report (hereinafter "DEIR") and provided public notice in a newspaper of general circulation of the availability of the DEIR for public review and comment and of the date and time of the Commission public hearing on the DEIR; this notice was mailed to the Department's list of persons requesting such notice.
 - D. Notices of availability of the DEIR and of the date and time of the public hearing were posted near the project site on April 26, 2017.
 - E. On April 26, 2017, copies of the DEIR were mailed or otherwise delivered to a list of persons requesting it, to those noted on the distribution list in the DEIR, and to government agencies, the latter both directly and through the State Clearinghouse.
 - F. A Notice of Completion was filed with the State Secretary of Resources via the State Clearinghouse on April 26, 2017.
- 2. The Commission held a duly advertised public hearing on said DEIR on June 1, 2017, at which opportunity for public comment was given, and public comment was received on the DEIR. The period for acceptance of written comments ended on June 12, 2017.
 - 3. The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the 47-day public review period for the DEIR, prepared revisions to text of the DEIR in response to comments received or based on additional information that became available during the public review period, and corrected errors in the DEIR. This material was presented in a Comments and Responses document, published on September 20, 2017, distributed to the Commission and all parties who commented on the DEIR, and made available to others upon request at the Department.
 - 4. A Final Environmental Impact Report (hereinafter "FEIR") has been prepared by the Department, consisting of the DEIR, any consultations and comments received during the review process, any additional information that became available, and the Comments and Responses document, all as required by law.
 - 5. Project EIR files have been made available for review by the Commission and the public. These files are available for public review at the Department at 1650 Mission Street, Suite 400, and are part of the record before the Commission.

6. On October 5, 2017, the Commission reviewed and considered the information contained in the FEIR and hereby does find that the contents of said report and the procedures through which the FEIR was prepared, publicized, and reviewed comply with the provisions of CEQA, the CEQA Guidelines, and Chapter 31.
7. The Commission hereby does find that the FEIR concerning File No. 2013.0208E reflects the independent judgement and analysis of the City and County of San Francisco, is adequate, accurate and objective, and that the Comments and Responses document contains no significant revisions to the DEIR that would require recirculation of the document pursuant to CEQA Guidelines Section 15088.5, and hereby does CERTIFY THE COMPLETION of said FEIR in compliance with CEQA, the CEQA Guidelines, and Chapter 31.
8. The Commission, in certifying the completion of said FEIR, hereby does find that the project described in the EIR would have the following significant unavoidable environmental impacts, which cannot be mitigated to a level of insignificance:
 - A. TR-4: The proposed Project would result in an adverse impact by increasing ridership by more than 5 percent on two individual Muni routes that exceed 85 percent capacity utilization under baseline conditions.
 - B. TR-6: The proposed Project would result in an adverse impact related to a substantial increase in transit delays on Third Street between Channel Street and Mission Rock Street.
 - C. TR-9: The proposed Project would have significant impacts on pedestrian safety at the unsignalized intersections of Fourth Street/Mission Rock Street and Fourth Street/Long Bridge Street.
 - D. C-TR-4: The proposed Project would contribute considerably to a significant cumulative transit impact because it would increase ridership by more than 5 percent on one individual Muni route that would exceed 85 percent capacity utilization.
 - E. C-TR-6: The proposed Project would contribute considerably to significant cumulative impacts related to transit delays.
 - F. C-TR-7: The proposed Project would contribute considerably to significant cumulative pedestrian impacts.

- G. **NOI-1:** Construction of the proposed Project would generate noise levels in excess of standards or result in substantial temporary increases in noise levels.
- H. **NOI-2:** Operation of the proposed Project could result in the exposure of persons to or generation of noise levels in excess of the San Francisco Noise Ordinance or a substantial temporary, periodic or permanent increase in ambient noise levels in the Project vicinity, above levels existing without the Project.
- I. **NOI-3:** Construction of the proposed Project would expose persons to or generate excessive ground-borne vibration or ground-borne noise levels related to annoyance. Construction of the proposed Project could expose persons to or generate excessive ground-borne vibration or ground-borne noise levels related to damage to buildings.
- J. **C-NOI-1:** Construction activities for the proposed Project, in combination with other past, present, and reasonable future projects in the city, would result in a substantial temporary increase in noise or noise levels in excess of the applicable local standards.
- K. **C-NOI-2:** Construction activities associated with Project-related development, in combination with other past, present, and reasonable future projects in the city, would expose sensitive receptors to excessive ground-borne vibration related to annoyance and could result in similar impacts related to damage to buildings. (Significant and Unavoidable for Annoyance).
- L. **C-NOI-3:** Operation of the proposed Project, in combination with other past, present, and reasonable future projects in the city, would result in the exposure of persons to noise in excess of the applicable local standards or a substantial permanent ambient noise level increase in the Project vicinity.
- M. **AQ-1:** Construction of the proposed Project would generate fugitive dust and criteria air pollutants, which for criteria air pollutants but not fugitive dust, would violate an air quality standard, contribute substantially to an existing or projected air quality violation, or result in a cumulatively considerable net increase in criteria air pollutants. (Significant and Unavoidable with Mitigation for Criteria Air Pollutants).
- N. **AQ-2:** During Project operations, the proposed Project would result in emissions of criteria air pollutants at levels that would violate an air quality standard, contribute to an existing or projected air quality violation, or result in a cumulatively considerable net increase in criteria air pollutants.

- O. **AQ-3:** During combined Project construction and operations, the proposed Project would result in emissions of criteria air pollutants at levels that would violate an air quality standard, contribute to an existing or projected air quality violation, or result in a cumulatively considerable net increase in criteria air pollutants.
 - P. **C-AQ-1:** The proposed Project's construction and operation, in combination with other past, present, and reasonable future projects, would contribute to cumulative regional air quality impacts.
 - Q. **WS-1:** The proposed Project would alter wind in a manner that would substantially affect public areas.
 - R. **C-WS-1:** The proposed Project, in combination with past, present, and reasonably foreseeable future projects, would alter wind in a manner that would substantially affect public areas.
9. The Commission reviewed and considered the information contained in the FEIR prior to approving the proposed Project.

I hereby certify that the foregoing Motion was ADOPTED by the Planning Commission at its regular meeting of October 5, 2017.


Jonas P. Ionin
Commission Secretary

AYES: Hillis, Richards, Fong, Johnson, Koppel, Melgar, Moore

NOES: None

ABSENT: None

ADOPTED: October 5, 2017



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Motion No. 20018

HEARING DATE: OCTOBER 5, 2017

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

Reception:
415.558.6378

<i>Case No.:</i>	2013.0208 ENV	
<i>Project Name:</i>	Mission Rock (aka Seawall Lot 337 and Pier 48 Mixed-Use Project)	Fax: 415.558.6409
<i>Existing Zoning:</i>	Mission Bay Open Space (MB-OS); M-2 (Heavy Industrial) Zoning District; Mission Rock Height and Bulk Districts	Planning Information: 415.558.6377
<i>Block/Lot:</i>	8719/ 006; 9900/048	
<i>Proposed Zoning:</i>	Mission Rock Mixed-Use District / Mission Rock Special Use District; Mission Rock Height and Bulk District	
<i>Project Sponsor:</i>	Port of San Francisco and SWL 337 Associates, LLC	
<i>Staff Contact:</i>	Mat Snyder – (415) 575-6891 mathew.snyder@sfgov.org	

ADOPTING ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, INCLUDING FINDINGS OF FACT, FINDINGS REGARDING SIGNIFICANT IMPACTS AND SIGNIFICANT AND UNAVOIDABLE IMPACTS, EVALUATION OF MITIGATION MEASURES AND ALTERNATIVES, AND A STATEMENT OF OVERRIDING CONSIDERATIONS RELATED TO APPROVALS FOR THE MISSION ROCK (AKA SEAWALL LOT 337 AND PIER 48 MIXED-USE PROJECT) ("PROJECT"), LOCATED ON ASSESSOR'S BLOCK 8719 LOT 006 AND BLOCK 9900 LOTS 048.

PREAMBLE

The project sponsor, Seawall Lot 337 Associates, LLC, applied for environmental review of a mixed-use phased development at Seawall Lot 337, and rehabilitation and reuse of Pier 48 ("Project") on May 31, 2013.

The Project is located on an approximately 28-acre project site that consists of the following: the 14.2-acre Seawall Lot 337; the 0.3-acre strip of land on the south side of Seawall Lot 337, referred to as Parcel P20; the 6.0-acre Pier 48; the existing 2.2-acre China Basin Park; and 5.4 acres of streets and access areas within or adjacent to the boundaries of Seawall Lot 337 and Pier 48. The project site is adjacent to the Mission Bay neighborhood of the city and the Mission Bay South Redevelopment Area. The site is currently used for open space (China Basin Park); a surface parking lot (Seawall Lot 337 and P20); and indoor parking, storage, warehouse uses and special events (Pier 48).

The Project would include 2.7 to 2.8 million gross square feet ("gsf") of mixed-uses on 11 proposed development blocks on Seawall Lot 337, with building heights ranging from 90 feet to a maximum of 240 feet. The mixed use development would comprise approximately 1.1 to 1.6 million gsf of residential uses (estimated at 1,000 to 1,600 units, consisting of both market-rate and affordable housing), approximately 972,000 to 1.4 million gsf of commercial uses, and 241,000 to 244,800 gsf of active/retail uses on the lower floors of each block. Additionally, the Project would include approximately 1.1 million gsf of

aboveground and underground parking (approximately 3,100 parking spaces) and rehabilitation of 242,500 gsf of space within Pier 48 to provide industrial, restaurant, active/retail, tour, exhibition, and meeting space for reuse by an industrial use, specifically analyzed as a proposed brewery. The Project would also include a total of approximately 8.0 acres of open space. The Project is more particularly described in Attachment A.

Pursuant to and in accordance with the requirements of Section 21094 of CEQA and Sections 15063 and 15082 of the CEQA Guidelines, the San Francisco Planning Department, as lead agency, published and circulated a Notice of Preparation ("NOP") on December 11, 2013, that solicited comments regarding the scope of the environmental impact report ("EIR") for the proposed project. The NOP and its 30-day public review comment period were advertised in a newspaper of general circulation in San Francisco and mailed to governmental agencies, organizations and persons interested in the potential impacts of the proposed project. The Planning Department held a public scoping meeting on January 13, 2014, in the Bayside Room at the Port of San Francisco, Pier 1, The Embarcadero.

During the approximately 51-day public scoping period that ended on January 31, 2014, the Planning Department accepted comments from agencies and interested parties who identified environmental issues that should be addressed in the EIR. On the basis of public comments submitted in response to the NOP and at the public scoping meeting, the Planning Department found that potential areas of controversy and unresolved issues for the proposed project included: consistency of the Project with the Mission Bay Plan, the San Francisco Waterfront Plan, and the Mission Bay development guidelines; potential impacts along specific viewpoints, the waterfront and surrounding areas; the scale and height of the proposed project and the future use of Parcel P20; provision of affordable housing and population density; potential impacts on submerged cultural resources in the project area; increases in traffic and traffic congestion, connections to the City's transportation network, lack of public transportation in the area, pedestrian safety, traffic during game days, fair share contributions, and potential impacts of increased traffic on emergency vehicle delay; potential noise impacts from additional residents; potential greenhouse gas ("GHG") impacts, adequate mitigation measures for GHG impacts, and inclusion of a GHG emissions analysis consistent with Assembly Bill 32, the California Global Warming Solutions Act; potential shadow impacts along the waterfront, China Basin Park, and the proposed Mission Rock Square; potential impacts on loss of green space, and preservation of public lands for public and recreational use; adequacy of water and sewer systems with the addition of the proposed project, including a Water Supply Assessment; and potential impacts on the marine environment, as well as state- and federally listed species, and pile-driving impacts on fish, birds, and mammals. Comments received during the scoping process also were considered in preparation of the Draft EIR.

In June 2014, subsequent to the publication of the NOP, the City's voters approved Proposition B (Voter Approval for Waterfront Development Height Increases), which states that voter approval is required for any height increases on property, such as the project site, within the jurisdiction of the Port of San Francisco. Accordingly, on November 3, 2015, the City's voters approved Proposition D (the Mission Rock Affordable Housing, Parks, Jobs, and Historic Preservation Initiative), which amended the height and bulk restrictions for the project site by establishing the Mission Rock Height and Bulk District. Under Proposition D, the proposed heights for buildings on some of the proposed development blocks are lower than originally contemplated in the NOP, and there have been no increases in the height, density or intensity of development for the proposed Project since publication of the NOP.

To allow for flexibility to respond to future market demands and conditions, the project sponsor proposes flexible zoning and land uses on 3 of the 11 proposed development blocks on Seawall Lot 337. Specifically, Blocks H, I, and J are proposed to be designated to allow either residential or commercial as

the predominant use above the lower-floor active/retail uses. The project sponsor would determine the primary land uses of the three flexible zoning blocks above the lower floor (i.e., residential or commercial) at the time of filing for design approvals for block development proposals. These flexible blocks are analyzed in the EIR as ranges and land use assumptions (High Commercial or High Residential).

The San Francisco Planning Department then prepared the Draft EIR, which describes the Project and the environmental setting, analyzes potential impacts, identifies mitigation measures for impacts found to be significant or potentially significant, and evaluates project variants and alternatives to the Draft EIR Project. The Draft EIR assesses the potential construction and operational impacts of the Project on the environment, and the potential cumulative impacts associated with the Project in combination with other past, present, and future actions with potential for impacts on the same resources. The analysis of potential environmental impacts in the Draft EIR utilizes significance criteria that are based on the San Francisco Planning Department Environmental Planning Division guidance regarding the environmental effects to be considered significant. The Environmental Planning Division's guidance is, in turn, based on CEQA Guidelines Appendix G, with some modifications.

The Planning Department published a Draft EIR for the project on April 26, 2017, and circulated the Draft EIR to local, state, and federal agencies and to interested organizations and individuals for public review. On April 26, 2017, the Planning Department also distributed notices of availability of the Draft EIR; published notification of its availability in a newspaper of general circulation in San Francisco; posted the notice of availability at the San Francisco County Clerk's office; and posted notices at locations within the project area. The Planning Commission held a public hearing on June 1, 2017, to solicit testimony on the Draft EIR during the public review period. The Draft EIR public review period ended on June 12, 2017. A court reporter, present at the public hearing, transcribed the oral comments verbatim, and prepared written transcripts. The Planning Department also received written comments on the Draft EIR, which were sent through mail, fax, hand delivery, or email.

The San Francisco Planning Department then prepared the Comments and Responses ("C&R"). The C&R document was published on September 21, 2017, and includes copies of all of the comments received on the Draft EIR and written responses to each comment.

The C&R document provided additional, updated information, clarification and modifications on issues raised by commenters, as well as Planning Department staff-initiated text changes to the Draft EIR. The Final EIR, which includes the Draft EIR, the C&R document, the Appendices to the Draft EIR and C&R document, and all of the supporting information, has been reviewed and considered. The C&R documents and appendices and all supporting information do not add significant new information to the Draft EIR that would individually or collectively constitute significant new information within the meaning of Public Resources Code Section 21092.1 or CEQA Guidelines Section 15088.5 so as to require recirculation of the Final EIR (or any portion thereof) under CEQA. The C&R documents and appendices and all supporting information contain no information revealing (1) any new significant environmental impact that would result from the Project or from a new mitigation measure proposed to be implemented, (2) any substantial increase in the severity of a previously identified environmental impact, (3) any feasible project alternative or mitigation measure considerably different from others previously analyzed that would clearly lessen the environmental impacts of the Project, but that was rejected by the project sponsor, or (4) that the Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

On October 5, 2017, the Planning Commission by Motion No. 20017, found that the Final EIR was adequate, accurate, and objective, reflected the independent judgment of the Planning Commission and that the C&R document contains no significant revisions to the Draft EIR, and adopted findings of significant impact associated with the Project and certified the completion of the Final EIR for the Project in compliance with CEQA, and the CEQA Guidelines and Chapter 31.

The Planning Department prepared proposed Findings, as required by CEQA, regarding the alternatives, mitigation measures and significant impacts analyzed in the Final EIR and overriding considerations for approving the Project and a proposed mitigation monitoring and reporting program ("MMRP"), attached as Exhibit 1 to Attachment A, which material was made available to the public and this Planning Commission for the Planning Commission's review, consideration and actions.

The Commission, in certifying the FEIR, found that the Project described in the FEIR will have the following significant and unavoidable environmental impacts:

- The proposed Project would result in an adverse impact by increasing ridership by more than 5 percent on two individual Muni routes that exceed 85 percent capacity utilization under baseline conditions.
- The proposed Project would result in an adverse impact related to a substantial increase in transit delays on Third Street between Channel Street and Mission Rock Street.
- The proposed Project would have significant impacts on pedestrian safety at the unsignalized intersections of Fourth Street/Mission Rock Street and Fourth Street/Long Bridge Street.
- The proposed Project would contribute considerably to a significant cumulative transit impact because it would increase ridership by more than 5 percent on one individual Muni route that would exceed 85 percent capacity utilization.
- The proposed Project would contribute considerably to significant cumulative impacts related to transit delays.
- The proposed Project would contribute considerably to significant cumulative pedestrian impacts.
- Construction of the proposed Project would generate noise levels in excess of standards or result in substantial temporary increases in noise levels.
- Operation of the proposed Project could result in the exposure of persons to or generation of noise levels in excess of the San Francisco Noise Ordinance or a substantial temporary, periodic or permanent increase in ambient noise levels in the Project vicinity, above levels existing without the Project.
- Construction of the proposed Project would expose persons to or generate excessive ground-borne vibration or ground-borne noise levels related to annoyance. Construction of the proposed Project could expose persons to or generate excessive ground-borne vibration or ground-borne noise levels related to damage to buildings.

- Construction activities for the proposed Project, in combination with other past, present, and reasonable future projects in the city, would result in a substantial temporary increase in noise or noise levels in excess of the applicable local standards.
- Construction activities associated with Project-related development, in combination with other past, present, and reasonable future projects in the city, would expose sensitive receptors to excessive ground-borne vibration related to annoyance and could result in similar impacts related to damage to buildings. (Significant and Unavoidable for Annoyance).
- Operation of the proposed Project, in combination with other past, present, and reasonable future projects in the city, would result in the exposure of persons to noise in excess of the applicable local standards or a substantial permanent ambient noise level increase in the Project vicinity.
- Construction of the proposed Project would generate fugitive dust and criteria air pollutants, which for criteria air pollutants but not fugitive dust, would violate an air quality standard, contribute substantially to an existing or projected air quality violation, or result in a cumulatively considerable net increase in criteria air pollutants. (Significant and Unavoidable with Mitigation for Criteria Air Pollutants).
- During Project operations, the proposed Project would result in emissions of criteria air pollutants at levels that would violate an air quality standard, contribute to an existing or projected air quality violation, or result in a cumulatively considerable net increase in criteria air pollutants.
- During combined Project construction and operations, the proposed Project would result in emissions of criteria air pollutants at levels that would violate an air quality standard, contribute to an existing or projected air quality violation, or result in a cumulatively considerable net increase in criteria air pollutants.
- The proposed Project's construction and operation, in combination with other past, present, and reasonable future projects, would contribute to cumulative regional air quality impacts.
- The proposed Project would alter wind in a manner that would substantially affect public areas.
- The proposed Project, in combination with past, present, and reasonably foreseeable future projects, would alter wind in a manner that would substantially affect public areas.

The Planning Commission Secretary is the custodian of records for the Planning Department materials, located in the File for Case No. 2013.0208ENV, at 1650 Mission Street, Fourth Floor, San Francisco, California.

On October 5, 2017, the Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting and adopted this Motion No. 20018, adopting CEQA findings, including a Statement of Overriding Considerations, and adopting an MMRP, and adopted other Motions and Resolutions with respect to the Project.

On October 5, 2017, the Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting on the various approvals necessary to implement the Project, including, but not limited to, Planning Code Text and Zoning Map Amendments, approval of the Mission Rock Design

Controls document, approval of a Development Agreement and made findings of General Plan consistency. (See Planning Commission Resolution and Motions numbers 20019, 20020, and 20021. The Planning Commission makes these findings and adopts the MMRP as part of each and all of these approval actions.

MOVED, that the Planning Commission has reviewed and considered the Final EIR and the record associated therewith, including the comments and submissions made to this Planning Commission and the Planning Department's responses to those comments and submissions, and based thereon, hereby adopts the Project Findings required by CEQA attached hereto as Attachment A including a statement of overriding considerations, and adopts the MMRP, included as Exhibit 1 to Attachment A, as a condition of approval for each and all of the approval actions set forth in the Resolutions and Motions described above.

I hereby certify that the Planning Commission **ADOPTED** the foregoing Motion on Thursday, October 5, 2017.



Jonas P. Ionin

Commission Secretary

AYES: Hillis, Richards, Fong, Johnson, Koppel, Melgar, Moore

NAYS: None

ABSENT: None

ADOPTED: October 5, 2017



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Resolution No. 20019

HEARING DATE: OCTOBER 5, 2017

Case No.: **2013.0208 ENV/PCA/MAP/DVA**
Project Name: **Mission Rock (aka Seawall Lot 337 / Pier 48)**
Existing Zoning: **Mission Bay Open Space (MB-OS); M-2 (Heavy Industrial) Zoning District; Mission Rock Height and Bulk District**
Block/Lot: **8719/ 006; 9900/048**
Proposed Zoning: **Mission Mixed-Use Zoning District / Mission Rock Special Use District; Mission Rock Height and Bulk District**
Project Sponsor: **Port of San Francisco and SWL 337 Associates, LLC**
Staff Contact: **Mat Snyder – (415) 575-6891**
mathew.snyder@sfgov.org

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RESOLUTION RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE AMENDMENTS TO THE PLANNING CODE TO ESTABLISH THE MISSION ROCK MIXED-USE DISTRICT, THE MISSION ROCK SPECIAL USE DISTRICT, ALONG WITH OTHER RELATED MINOR CHANGES TO ARTICLE 2 AND ARTICLE 9 OF THE PLANNING CODE; AND BY AMENDING ZONING MAP ZN 08 BY DESIGNATING ASSESSOR'S BLOCK AND LOT: 8719/ 006 AND 9900/-48 AS PART OF THE MISSION ROCK MIXED-USE DISTRICT AND BY AMENDING SPECIAL USE DISTRICT MAP SD 08 BY DESIGNATING ASSESSOR'S BLOCK AND LOTS: 8719/ 006 AND 9900/048 AS PART OF THE MISSION ROCK SPECIAL USE DISTRICT; ADOPT FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1 AND FINDINGS UNDER PLANNING CODE SECTION 302, AND INCORPORATING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, on September 5, 2017, Mayor Edwin Lee and Supervisor Jane Kim introduced an ordinance (Board File 170940) for Planning Code Text Amendments to establish the Mission Rock Mixed-Use District and the Mission Rock Special Use District (herein "SUD"), and for Planning Code Map Amendments by amending Zoning Map ZN08 by designating Assessor's Block and Lot: 8719/006 as part of the Mission Rock Mixed-Use District and by amending Special Use District Map SD08 by designating assessor's block and lots: 8719/ 006 and 9900/048 to the Mission Rock SUD.

WHEREAS, pursuant to Planning Code Section 302(b), on September 5, 2017, the San Francisco Board of Supervisors initiated these Planning Code Text and Map Amendments.

WHEREAS, these Planning Code Text and Map Amendments would enable the Project. The Project includes new market-rate and affordable residential uses, commercial uses, retail, light industrial uses, parking, shoreline improvements, infrastructure development and street improvements, and public open space. Depending on the uses proposed, the Project would include approximately 1.1. to 1.6 million gross square feet (gsf) of residential uses (estimated as between 1,000 to 1,600 residential units) (of which 40% will be below market rate), approximately 972,000 to 1.4 million gsf of commercial-office uses, and a maximum of approximately 245,000 gsf of retail uses. The Project also includes construction of transportation and circulation improvements, new and upgraded utilities and infrastructure, geotechnical

and shoreline improvements, up to 3,000 off-street parking spaces in one or two new garages and 100 spaces elsewhere throughout the site. The Project is more comprehensively described in the Seawall Lot 337 and Pier 48 Mixed-Use Project Draft EIR.

WHEREAS, the Project would construct new buildings that would range in height from 90 to 240 feet, as is consistent with Proposition D which was passed by the voters of San Francisco in November 2015.

WHEREAS, these Planning Code Text Amendments would establish the Mission Rock Mixed Use District and Mission Rock SUD, which would outline the land use controls for the Project site.

WHEREAS, these Planning Code Map Amendments would designate the newly created Mission Rock Mixed-Use District and the Mission Rock Special Use District to the Project Site; the newly created SUD outline the land use controls for the Project site.

WHEREAS, this Resolution approving these Planning Code Text and Map Amendments is a companion to other legislative approvals relating to the Project, including approval of the Mission Rock Design Controls document, and recommendation for approval of the Development Agreement.

WHEREAS, as part of the implementation of the Project, the Office of Community Investment and Infrastructure (OCII) will consider removing certain property identified as Mission Bay Parcel P20 (a 0.3-acre, approximately 20-foot-wide strip of land adjacent to the south side of Seawall Lot 337, along the north side of Mission Rock Street) from the Mission Bay South Redevelopment Plan, and such removal would be part of the Project implementation as described in the Development Agreement. Parcel P20 is currently subject to the Mission Bay South Redevelopment Plan and is designated in that plan as a small open-space buffer. When it adopted AB 2797, the state legislature recognized the need to remove P20 from the Redevelopment Plan, on the basis that "the revitalization of Seawall Lot 337 . . . is of particular importance to the state." As such, AB 2797 calls for the amendment of the Redevelopment Plan to remove P20 without State-level review under Health & Safety Code Sections 34163(c)-(f) and 34164(a) and (b).

WHEREAS, on October 5, 2017, the Planning Commission reviewed and considered the Final EIR for the Mission Rock Project ("FEIR") and found the FEIR to be adequate, accurate and objective, thus reflecting the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and certified the FEIR for the Project in compliance with the California Environmental Quality Act ("CEQA"), the CEQA Guidelines and Chapter 31 by Motion No. 20017.

WHEREAS, on October 5, the Commission by Motion No. 20018 approved CEQA Findings, including adoption of a Mitigation Monitoring and Reporting Program (MMRP), under Case No. 2013.0208ENV, for approval of the Project, which findings and MMRP are incorporated by reference as though fully set forth herein.

WHEREAS, on October 5, 2017, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on the proposed Planning Code Text and Map Amendments and has considered the information included in the File for these Amendments, the staff reports and presentations, public testimony and written comments, as well as the information provided about the Project from other City departments.

WHEREAS, a draft ordinance, substantially in the form attached hereto as Exhibit A, approved as to form, including those minor changes to Exhibit A as provided by staff on September 28, 2017, would

establish the Mission Rock Mixed Use District, Mission Rock SUD, and make other related Planning Code Text and Map amendments.

NOW THEREFORE BE IT RESOLVED, that the Planning Commission hereby finds that the Planning Code Text Amendments and Zoning Map Amendments promote the public welfare, convenience and necessity for the following reasons:

1. The Amendments would help implement the Mission Rock Mixed-Use Project development, thereby evolving currently under-utilized surface parking lot for needed housing, commercial space, and parks and open space.
2. The Amendments would help implement the Mission Rock Mixed-Use Project, which in turn will provide employment opportunities for local residents during construction and post-occupancy, as well as community facilities and parks for new and existing residents.
3. The Amendments would help implement the Mission Rock Mixed-Use Project by enabling the creation of a mixed-use and sustainable neighborhood, with fully rebuilt infrastructure. The new neighborhood would improve the site's multi-modal connectivity to and integration with the surrounding City fabric, and connect existing neighborhoods to the City's waterfront.
4. The Amendments would enable the construction of a new vibrant, safe, and connected neighborhood, including new parks and open spaces. The Amendments would help ensure a vibrant neighborhood with active streets and open spaces, high quality and well-designed buildings, and thoughtful relationships between buildings and the public realm, including the waterfront.
5. The Amendments would enable construction of new housing, including new on-site affordable housing, and new retail and manufacturing uses. These new uses would create a new mixed-use neighborhood that would strengthen and complement nearby neighborhoods.
6. The Amendments would facilitate the preservation and rehabilitation of Pier 48 - an important historic resource listed in the National Register of Historic Places.

AND BE IT FURTHER RESOLVED, that the Planning Commission finds the Planning Code Text and Map Amendments are in general conformity with the General Plan and Planning Code Section 101.1 as set forth below.

AND BE IT FURTHER RESOLVED, that the Planning Commission finds the Project and its approvals associated therein, including the amendment to the Mission Bay South Redevelopment Plan to remove Parcel P20 from that Plan, all as more particularly described in Exhibits B and C to the Development Agreement on file with the Planning Department in Case No. 2013.0208DVA, are on balance consistent with the Objectives and Policies of the General Plan, as described herein as follows:

HOUSING ELEMENT

OBJECTIVE 1

IDENTIFY AND MAKE AVAILABLE FOR DEVELOPMENT ADEQUATE SITES TO MEET THE CITY'S HOUSING NEEDS, ESPECIALLY PERMANENTLY AFFORDABLE HOUSING.

POLICY 1.1

Plan for the full range of housing needs in the City and County of San Francisco, especially affordable housing.

POLICY 1.8

Promote mixed use development, and include housing, particularly permanently affordable housing, in new commercial, institutional or other single use development projects.

POLICY 1.10

Support new housing projects, especially affordable housing, where households can easily rely on public transportation, walking and bicycling for the majority of daily trips.

The Project is a mixed-use development with approximately 1.1 to 1.6 million gsf of residential uses (estimated at between 1,100 and 1,600 dwelling units) at full project build-out, which will provide a wide range of housing options. As detailed in the Development Agreement, the Project substantially exceeds the inclusionary affordable housing requirements of the Planning Code, through a partnership between the developer and the City to reach a 40% affordable level.

OBJECTIVE 11

SUPPORT AND RESPECT THE DIVERSE AND DISTINCT CHARACTER OF SAN FRANCISCO'S NEIGHBORHOODS.

POLICY 11.1

Promote the construction and rehabilitation of well-designed housing that emphasizes beauty, flexibility, and innovative design, and respects existing neighborhood character.

POLICY 11.2

Ensure implementation of accepted design standards in project approvals.

POLICY 11.7

Respect San Francisco's historic fabric, by preserving landmark buildings and ensuring consistency with historic districts.

The Project, as described in the Development Agreement and controlled in the Design Controls (DC), includes a program of substantial community benefits and detailed plans designed to create a vibrant new mixed-use amenity-rich neighborhood at the location of an existing surface parking lot. The new neighborhood will feature small blocks and well-articulated buildings with a human scale modeled off of features characteristic of San Francisco neighborhoods. Through the standards and guidelines in the DC and through the Development Agreement (DA), the Project Sponsor has committed to the rehabilitation of Pier 48 pursuant to the Secretary of Interior Standards.

OBJECTIVE 12

BALANCE HOUSING GROWTH WITH ADEQUATE INFRASTRUCTURE THAT SERVES THE CITY'S GROWING POPULATION.

POLICY 12.1

Encourage new housing that relies on transit use and environmentally sustainable patterns of movement.

POLICY 12.2

Consider the proximity of quality of life elements, such as open space, child care, and neighborhood services, when developing new housing units.

The Project appropriately balances housing with new and improved infrastructure and related public benefits.

The project site is located proximate to both major regional and local public transit, including Muni Metro and Caltrain. The Project includes incentives for the use of transit, walking and bicycling through its TDM program. In addition, the Project's streetscape design would enhance vehicular, bicycle and pedestrian access and connectivity through the site. Therefore, new residential and commercial buildings constructed as part of the Project would rely on transit use and environmentally sustainable patterns of movement.

The Project will provide over eight acres of new open space for a variety of activities, including an expanded China Basin Park, a central town square-like space, a waterfront wharf, and other small plazas and pedestrian connections throughout.

The Project includes substantial contributions related to quality of life elements such as open space, affordable housing, transportation improvements, childcare, public art, workforce development, youth development, and historic preservation.

COMMERCE AND INDUSTRY ELEMENT

OBJECTIVE 1

MANAGE ECONOMIC GROWTH AND CHANGE TO ENSURE ENHANCEMENT OF THE TOTAL CITY LIVING AND WORKING ENVIRONMENT.

POLICY 1.1

Encourage development which provides substantial net benefits and minimizes undesirable consequences. Discourage development which has substantial undesirable consequences that cannot be mitigated.

The Project is intended to provide a distinct mixed-use development with residential, office, retail, cultural, and open space uses. The Project would leverage the Project site's location on the waterfront and close proximity to major regional and local public transit by building a dense mixed-use development that allows people to work and live close to transit. The Project would incorporate varying heights, massing and scale, maintaining a strong human-scaled streetwall along streets, and focused attention around public open spaces. The Project would create a balanced commercial center with a continuum of floorplate sizes for a range of users, substantial new on-site open space, and sufficient density to support and activate the new active ground floor uses and open space in the Project.

The Project would help meet the job creation goals established in the City's Economic Development Strategy by generating new employment opportunities and stimulating job creation across all sectors. The Project would also construct high-quality housing with sufficient density to contribute to 24-hour activity on the Project site, while offering a mix of unit types, sizes, and levels of affordability to accommodate a range of potential residents. The Project would facilitate a vibrant, interactive ground plane for Project and neighborhood residents, commercial users, and the public, with public spaces that could accommodate a variety of events and programs, and adjacent ground floor building spaces that include elements such as transparent building frontages and large, direct access points to maximize circulation between, and cross-activation of, interior and exterior spaces.

OBJECTIVE 2

MAINTAIN AND ENHANCE A SOUND AND DIVERSE ECONOMIC BASE AND FISCAL STRUCTURE FOR THE CITY.

POLICY 2.1

Seek to retain existing commercial and industrial activity and to attract new such activity to the city.

See above (Commerce and Industry Element Objective 1 and Policy 1.1) which explain the Project's contribution to the City's overall economic vitality.

OBJECTIVE 3

PROVIDE EXPANDED EMPLOYMENT OPPORTUNITIES FOR CITY RESIDENTS, PARTICULARLY THE UNEMPLOYED AND ECONOMICALLY DISADVANTAGED.

POLICY 3.2

Promote measures designed to increase the number of San Francisco jobs held by San Francisco residents.

The Project would help meet the job creation goals established in the City's Economic Development Strategy by generating new employment opportunities and stimulating job creation across all sectors. The Project will provide expanded employment opportunities for City residents at all employment levels, both during and after construction. The Development Agreement, as part of the extensive community benefit programs, includes a Workforce Development Plan, including a local hire participation level of 30% per trade. Vertical developers will contribute \$1,000,000 to OEWD in 11 parcel-by-parcel installments. Half of the funds will support community-based organizations that provide barrier removal services and job readiness training for individuals within at-risk populations, and half will support city programs that provide job training for local residents.

OBJECTIVE 6

MAINTAIN AND STRENGTHEN VIABLE NEIGHBORHOOD COMMERCIAL AREAS EASILY ACCESSIBLE TO CITY RESIDENTS.

POLICY 6.1 *Ensure and encourage the retention and provision of neighborhood-serving goods and services in the city's neighborhood commercial districts, while recognizing and encouraging diversity among the districts.*

POLICY 6.2

Promote economically vital neighborhood commercial districts which foster small business enterprises and entrepreneurship and which are responsive to economic and technological innovation in the marketplace and society

POLICY 6.4

Encourage the location of neighborhood shopping areas throughout the city so that essential retail goods and personal services are accessible to all residents.

POLICY 6.5

Discourage the creation of major new commercial areas except in conjunction with new supportive residential development and transportation capacity.

POLICY 6.7

Promote high quality urban design on commercial streets.

The Project meets and furthers the Objectives and Policies of the Commerce and Industry Element by reinforcing the typical San Francisco pattern of including resident serving uses along with mixed-use development. The Amendments will generally permit small-scale retail and community-related uses throughout the site by requiring it at key locations along China Basin Park and along the pedestrian-oriented "Shared Public-Way." The Project calls for neighborhood commercial and other retail be established in a pedestrian-oriented active environment typical of San Francisco neighborhoods and specifically called for in the Commerce and Industry Element. The provision of retail space will provide entrepreneurial opportunities for local residents and workers. As noted above, streets will be designed to Better Streets standards with the particular goal of assuring an active and engaging environment for pedestrians.

TRANSPORTATION ELEMENT

OBJECTIVE 2

USE THE TRANSPORTATION SYSTEM AS A MEANS FOR GUIDING DEVELOPMENT AND IMPROVING THE ENVIRONMENT.

POLICY 2.1

Use rapid transit and other transportation improvements in the city and region as the catalyst for desirable development, and coordinate new facilities with public and private development.

POLICY 2.5

Provide incentives for the use of transit, carpools, vanpools, walking and bicycling and reduce the need for new or expanded automobile and automobile parking facilities.

The Project is located along Third Street and the Muni T-Line, whose service will substantially expand in the near future with the opening of the Central Subway. The Project is also in close proximity to the San Francisco Caltrain station along with other major bus lines. The Project includes a detailed TDM program, including various performance measures, physical improvements and monitoring and enforcement measures designed to create incentives for

transit and other alternative to the single occupancy vehicle for both residential and commercial buildings. In addition, the Project's design, including its streetscape elements, is intended to promote and enhance walking and bicycling.

OBJECTIVE 23

IMPROVE THE CITY'S PEDESTRIAN CIRCULATION SYSTEM TO PROVIDE FOR EFFICIENT, PLEASANT, AND SAFE MOVEMENT.

POLICY 23.1

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

POLICY 23.2

Widen sidewalks where intensive commercial, recreational, or institutional activity is present, sidewalks are congested, where sidewalks are less than adequately wide to provide appropriate pedestrian amenities, or where residential densities are high.

POLICY 23.6

Ensure convenient and safe pedestrian crossings by minimizing the distance pedestrians must walk to cross a street.

The Project will establish a new tight-knit street network on the project site, and will provide pedestrian improvements and streetscape enhancement measures as described in the DC and reflected in the mitigation measures, the Transportation Plan, and in the Development Agreement. The Project would establish two new north-south rights-of-way and three new east-west rights-of-way through the site, increasing the sites connectivity and access. All streets will be constructed to Better Street standards; the transportation network will include robust bike facilities and will improve and complete a missing link in the Bay Trail and Blue Greenway.

URBAN DESIGN ELEMENT

OBJECTIVE 1

EMPHASIS OF THE CHARACTERISTIC PATTERN WHICH GIVES TO THE CITY AND ITS NEIGHBORHOODS AN IMAGE, A SENSE OF PURPOSE, AND A MEANS OF ORIENTATION.

POLICY 1.1

Recognize and protect major views in the city, with particular attention to those of open space and water.

As explained in the DC, the Project is very carefully designed with particular emphasis on assuring a vibrant and engaging pedestrian realm. Buildings are to be scaled and shaped specific to their immediate context by assuring streetwalls are well proportioned relative to adjacent streets and open spaces. The Project's proposed tallest buildings will be sited at key locations to mark important gateway locations assuring that the buildings taken together create a dynamic skyline. The overall heights of the project are harmonious with and complementary to the overall city skyline when viewed from various distances.

POLICY 1.2

Recognize, protect and reinforce the existing street pattern, especially as it is related to topography.

POLICY 1.3

Recognize that buildings, when seen together, produce a total effect that characterizes the city and its districts.

POLICY 1.5

Emphasize the special nature of each district through distinctive landscaping and other features.

POLICY 1.6

Make centers of activity more prominent through design of street features and by other means.

POLICY 1.7

Recognize the natural boundaries of districts, and promote connections between districts.

POLICY 2.9

Review proposals for the giving up of street areas in terms of all the public values that streets afford.

POLICY 2.10

Permit release of street areas, where such release is warranted, only in the least extensive and least permanent manner appropriate to each case.

The Project will create a new fine-knit street network on the project site where it does not currently exist, increasing public access and circulation through the site. Buildings will be constructed between a maximum height range of 90 and 240 feet, with buildings stepping down to bases of 40 to 65 feet along streets. Building heights and urban design requirements in the DC assure that Pier 48, the site's existing historic Pier, will be respected and retain its predominance along the bayfront. The Project is envisioned as an extension and improvement to the Mission Bay neighborhood

OBJECTIVE 2

CONSERVATION OF RESOURCES WHICH PROVIDE A SENSE OF NATURE, CONTINUITY WITH THE PAST, AND FREEDOM FROM OVERCROWDING.

POLICY 2.4

Preserve notable landmarks and areas of historic, architectural or aesthetic value, and promote the preservation of other buildings and features that provide continuity with past development.

POLICY 2.5

Use care in remodeling of older buildings, in order to enhance rather than weaken the original character of such buildings.

Pier 48 will be rehabilitated to Secretary of Interior's Standards.

OBJECTIVE 3

MODERATION OF MAJOR NEW DEVELOPMENT TO COMPLEMENT THE CITY PATTERN, THE RESOURCES TO BE CONSERVED, AND THE NEIGHBORHOOD ENVIRONMENT.

POLICY 3.3

Promote efforts to achieve high quality of design for buildings to be constructed at prominent locations.

POLICY 3.4

Promote building forms that will respect and improve the integrity of open spaces and other public areas.

POLICY 3.5

Relate the height of buildings to important attributes of the city pattern and to the height and character of existing development.

POLICY 3.7

Recognize the special urban design problems posed in development of large properties.

POLICY 3.8

Discourage accumulation and development of large properties, unless such development is carefully designed with respect to its impact upon the surrounding area and upon the city.

While large in scope, the Project will be constructed in such a way to be an integral part of the San Francisco urban fabric. Blocks are being established at smaller-than-typical sizes to assure buildings are well-scaled, and that the site is permeable and accessible to all. Buildings will be shaped to assure that their fronting streetwalls are well proportioned relative to their adjacent streets and open spaces. The tallest of the site's buildings will be placed at key gateway and central locations and well-spaced to assure they work well together in adding to the City's skyline.

RECREATION AND OPEN SPACE ELEMENT**OBJECTIVE 1**

ENSURE A WELL-MAINTAINED, HIGHLY UTILIZED, AND INTEGRATED OPEN SPACE SYSTEM.

POLICY 1.1

Encourage the dynamic and flexible use of existing open spaces and promote a variety of recreation and open space uses, where appropriate.

POLICY 1.7

Support public art as an essential component of open space design.

The Project would build a network of waterfront parks, playgrounds and recreational facilities on the 28-Acre Site that will greatly enhance access to and along the Bay. China Basin Park will be significantly expanded to provide a multi-use Bayfront park that provides both active and

contemplative space, while providing a space for planned community events. A central town square-like space will enable the proposed high-retail corridor to spill into open space creating an active and engaging central civic space. The Project will provide approximately eight acres of new and expanded open space for a variety of activities, including a great lawn, a small ballfield, kayak boat launches, wharf, along with small pedestrian plazas throughout. In addition, the Project would provide new private and/or common open space for the new dwelling units.

POLICY 1.12

Preserve historic and culturally significant landscapes, sites, structures, buildings and objects.

See Discussion in Urban Element Objective 2, Policy 2.4 and 2.5.

OBJECTIVE 3

IMPROVE ACCESS AND CONNECTIVITY TO OPEN SPACE.

POLICY 3.1

Creatively develop existing publicly-owned right-of-ways and streets into open space.

The Project provides approximately eight acres of new and expanded public open space and opens up new connections to the shoreline in the Mission Bay neighborhood. The Project would encourage non-automobile transportation to and from open spaces, and would ensure physical accessibility within these open spaces. The Project features robust bike facilities to both assure continuity of the Bay Trail and Blue Greenway, and improve bike access for its residents, workers, and visitors.

ENVIRONMENTAL PROTECTION ELEMENT

OBJECTIVE 1

ACHIEVE A PROPER BALANCE AMONG THE CONSERVATION, UTILIZATION, AND DEVELOPMENT OF SAN FRANCISCO'S NATURAL RESOURCES.

Policy 1.4

Assure that all new development meets strict environmental quality standards and recognizes human needs.

OBJECTIVE 15

INCREASE THE ENERGY EFFICIENCY OF TRANSPORTATION AND ENCOURAGE LAND USE PATTERNS AND METHODS OF TRANSPORTATION WHICH USE LESS ENERGY.

POLICY 15.3

Encourage an urban design pattern that will minimize travel requirements among working, shopping, recreation, school and childcare areas.

The Project is consistent with and implements the Environmental Protection Element in that it calls for mixed-use, high density, transit-friendly, sustainable development.

The Project's approvals include a Sustainability Plan, that among other things, set goals for the Project Sponsor that include sea level resilience through the year 2100, 100% operational energy from renewable sources, 100% non-potable water met with non-potable sources, and 20% single occupancy vehicle trip reduction.

PUBLIC SAFETY ELEMENT

OBJECTIVE 2 REDUCE STRUCTURAL AND NON-STRUCTURAL HAZARDS TO LIFE SAFETY, MINIMIZE PROPERTY DAMAGE AND RESULTING SOCIAL, CULTURAL AND ECONOMIC DISLOCATIONS RESULTING FROM FUTURE DISASTERS.

POLICY 2.1 *Assure that new construction meets current structural and life safety standards.*

POLICY 2.3 *Consider site soils conditions when reviewing projects in areas subject to liquefaction or slope instability.*

POLICY 2.9 *Consider information about geologic hazards whenever City decisions that will influence land use, building density, building configurations or infrastructure are made.*

POLICY 2.12 *Enforce state and local codes that regulate the use, storage and transportation of hazardous materials in order to prevent, contain and effectively respond to accidental releases.*

The Project is consistent with and implements the Community Safety Element. All improvements, including infrastructure, buildings and open space improvements will be constructed to local seismic standards, taking into account, among other considerations, the geological condition of the soil.

AIR QUALITY ELEMENT

OBJECTIVE 3 DECREASE THE AIR QUALITY IMPACTS OF DEVELOPMENT BY COORDINATION OF LAND USE AND TRANSPORTATION DECISIONS.

POLICY 3.1 *Take advantage of the high density development in San Francisco to improve the transit infrastructure and also encourage high density and compact development where an extensive transportation infrastructure exists.*

POLICY 3.2 *Encourage mixed land use development near transit lines and provide retail and other types of service oriented uses within walking distance to minimize automobile dependent development.*

POLICY 3.6 *Link land use decision making policies to the availability of transit and consider the impacts of these policies on the local and regional transportation system.*

POLICY 3.9 *Encourage and require planting of trees in conjunction with new development to enhance pedestrian environment and select species of trees that optimize achievement of air quality goals*

OBJECTIVE 6 LINK THE POSITIVE EFFECTS OF ENERGY CONSERVATION AND WASTE MANAGEMENT TO EMISSION REDUCTIONS.

POLICY 6.2 *Encourage recycling to reduce emissions from manufacturing of new materials in San Francisco and the region.*

The Project is consistent with and implements the Air Quality Element in that it calls for mixed-use, high density, sustainable development that will enable efficient use of land and encourage travel by transit, bicycle and by foot, thereby reducing auto use. The Sustainability Plan and TDM Plan governing development of the Project mandate a 20% single occupancy vehicle trip reduction.

AND BE IT FURTHER RESOLVED, that the Planning Commission finds the Project and its approvals associated therein, all as more particularly described in Exhibits B and C to the Development Agreement on file with the Planning Department in Case No. 2013.0208DVA, are in general conformity with the Planning Code Section 101.1 priority policies, as follows:

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

The Project will preserve and enhance existing neighborhood serving retail uses. The Project includes adding roughly 245,000 square feet of new retail uses, that will be focused along a central pedestrian "Shared Public Way" and fronting the site's major parks. The project does not include the removal of any existing neighborhood serving retail.

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

The Project accommodates new development on land currently a surface parking lot. It would not accommodate removing or changing the character of existing residential neighborhoods. The Project includes a robust affordable housing program setting aside 40-percent of the on-site housing for below-market-rate units. The Project lays out requirements to assure the new development has characteristics of mixed-use neighborhoods throughout San Francisco, including but not limited to a fine-grained system of streets, well-modulated buildings with active frontages, and the ability to establish diverse retail and community uses where nothing exists today.

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

The Project calls for development that would have a positive effect on the City's affordable housing stock. The Project would accommodate up to 1.6 million gsf of new residential units (estimated at 1,600 new units), of which 40-percent will be designated as Below-Market Rate. There is no housing on the site today; the Project would not accommodate the removal of any existing dwelling units.

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

The Project anticipates substantial new transit service improvements along Third Street with the opening of the Central Subway in 2019, as well as substantial improvement to nearby Caltrain service through the ongoing electrification project. Streets have been designed to emphasize travel by bicycle or by foot. On-street parking is generally not proposed thereby allowing more street space to be designated for bicyclists, pedestrians, and those arriving by transit, or taxi/TNCs, as well as for deliveries. While a large centralized parking facility (up to 3,000 spaces in one or two centralized garages) is proposed, the total number of spaces site-wide would not represent a substantial net gain of spaces for the site overall from existing conditions. At present, approximately 2,900 parking spaces are on the site between Lot A and Pier 48. Only 100 parking spaces are allowed elsewhere on the site in addition to the centralized garages.

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

The Project would not adversely affect the industrial sector or service sectors. No such uses would be displaced by the Project. The Project includes the rehabilitation of Pier 48, which will provide about 250,000 gsf of new or improved space for production uses. Additional small production spaces would also be required along Terry Francois Boulevard, providing industrial space where none exists today.

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

All new construction would be subject to the City's Building Code, Fire Code and other applicable safety standards. Thus, the Project would improve preparedness against injury and loss of life in an earthquake by prompting development that would comply with applicable safety standards.

7. That landmarks and historic buildings be preserved.

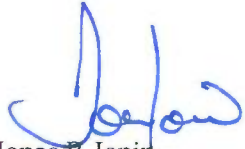
Pier 48 would be rehabilitated pursuant to the Secretary of Interior's Standards.

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

The Project would not significantly adversely affect existing open spaces or their access to sunlight and vistas. The Project includes a robust parks and open space program including the substantial expansion of China Basin Park and the establishment of two new additional parks and

other pedestrian plazas throughout. The Project includes a fine-grained network of new streets thereby assuring the site permeability and access through it.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on Thursday, October 5, 2017.



Jonas P. Ionin

Commission Secretary

AYES: Hillis, Richards, Fong, Johnson, Koppel, Melgar, Moore

NAYS: None

ABSENT: None

ADOPTED: October 5, 2017



February 7, 2025

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Gail Gilman, Vice President
Hon. Willie Adams
Hon. Stephen Engblom
Hon. Steven Lee

FROM: Elaine Forbes
Executive Director

SUBJECT: Informational presentation to consider and possible action to: 1) authorize Port staff to accept public infrastructure and improvements including streets, sidewalks, parks, and open spaces constructed by Seawall 337, LLC ("Developer") and its affiliates at Seawall Lot 337, the "Mission Rock Project" bounded by China Basin Channel, Third Street, Mission Rock Street, and San Francisco Bay; 2) approve a lease and loan agreement and a management agreement with SWL 337, LLC and its affiliates; 3) approve multiple utilities licenses and agreements related to the operation and maintenance of Port-owned public spaces in the Mission Rock Project, subject to further approval by the Board of Supervisors; 4) approve a sponsorship agreement with an affiliate for the SF Giants Commemorative Paver program in China Basin Park; and 5) recommend that the Board of Supervisors (i) take certain actions to accept public infrastructure and improvements including streets, sidewalks, and other City infrastructure at the Mission Rock Project and (ii) approve execution of the various agreements authorized by this Resolution.

DIRECTOR'S RECOMMENDATION: Approve the Attached Resolutions Nos. 25-05 and 25-06

EXECUTIVE SUMMARY

The Mission Rock project (the “Project”) is a 28-acre site located at Seawall Lot 337 and bounded by China Basin Channel, Third Street, Mission Rock Street, and the San Francisco Bay. The Port’s development partner for the Project is Seawall Lot 337 Associates, LLC, a partnership between the San Francisco Giants and Tishman Speyer (collectively with its affiliates, the “Developer”). The Project is governed by its Disposition and Development Agreement (DDA), Master Lease, and related agreements between the Port and the Developer. Under the DDA, MRP is required to construct horizontal improvements, including parks, streets, and utilities, as well as four buildings consisting of two primarily multi-family residential buildings and two commercial office/life science buildings. The Developer commenced construction of Phase 1 (see Exhibit A, Site Map) in 2019 and has completed construction over the last several months.

The newly constructed Phase 1 streets, utilities, and public open spaces have opened to the public under the Master Lease. The Developer has also received approvals for two critical milestones in the acceptance process: a Schedule of Performance (“SOP”) conditional compliance determination from the Port, and issuance of a Notice of Completion (“NOC”) for Phase 1 Assets by the Department of Public Works. The SOP and NOC approvals document that the team has generally completed final commissioning and inspections. The Port and other receiving City agencies have deemed Phase 1 horizontal infrastructure ready for acceptance, subject to the completion of certain deferred improvements anticipated to be complete in Spring 2025.

The SOP and NOC approvals also mark the beginning of sequential Port and City legislative processes through which the Port Commission and Board of Supervisors (“BOS”) formally accept ownership of Phase 1 horizontal infrastructure constructed at Mission Rock. In passing the legislative package presented in this report, the Port Commission will authorize Port staff to formally assume ownership, liability, and maintenance responsibilities for Port-owned infrastructure (“Port Assets”). This includes infrastructure constructed in Port open spaces (“Port Open Space Assets”), and City right-of-way (“Port ROW Assets”). The City’s respective legislative process through which the BOS authorizes City staff to accept ownership of City-owned horizontal infrastructure (“City Assets”) constructed in the public right-of-way (“ROW”) will commence soon afterward and is anticipated to be completed in spring of 2025.

At the March 12, 2024, Port Commission meeting, Port staff gave an informational presentation outlining the Port’s and City’s respective acceptance processes and summarizing the various land use agreements the Port and City would need to approve through the Phase 1 acceptance process (see item 7A). The required Port Commission actions are summarized in the list below:

- Accept ownership of Port Open Spaces by removing areas from the Master Lease between Port and Developer;
- Accept ownership of Port ROW Assets and recommend the BOS accept City Assets by removing areas from the Master Lease between Port and Developer;

- Approve various land rights agreements required to facilitate operations and maintenance of new Port Assets at Mission Rock including:
 - A lease and loan agreement with an affiliate of the Developer, (expected to be Mission Rock Commons or “MRC”) to operate, program, and maintain China Basin Park,
 - A management agreement enabling MRC to maintain the Mission Rock Paseos, open spaces, and Port-owned improvements in the City ROW,
 - A license agreement granting Mission Rock Utilities, Inc. (“MRU,” a private utility operator serving the development) the right to operate and maintain their facilities within China Basin Park and Port open space,
 - License agreements granting PG&E the right to operate and maintain gas lines serving two buildings and an electrical line serving the 3rd Street Bridge Pilot House with an accompanying Absolving Services Agreement governing electrical service,
 - An Interagency Master Encroachment Permit (“IMEP”) issued by the Department of Public Works to the Port documenting the Port’s obligations for Port Assets in City ROW,
- Approve a sponsorship agreement between the SF Giants and MRC for the installation, maintenance, and removal of Commemorative Pavers in the pedestrian portion of the Bay Trail in China Basin Park; and
- Recommend that the BOS accept City infrastructure and approve the land rights agreements described above.

Staff now request the Port Commission's approval of these acceptance-related actions.

STRATEGIC OBJECTIVES

Acceptance of completed Phase 1 Horizontal infrastructure will meet the following Port Strategic Objectives by helping to advance the implementation of development within the Mission Rock Special Use District (“Mission Rock SUD”):

- **Productivity:** Attract and retain tenants to build an economically successful and vibrant waterfront.
- **Resilience:** Reduce seismic and climate change risks to protect the waterfront.
- **Sustainability:** Advance environmental stewardship to limit climate change and protect the Bay.
- **Evolution:** Evolve the waterfront to respond to changing public and Port needs.

PROJECT UPDATE, BACKGROUND, AND CONTEXT

Project Overview

The entitled Mission Rock project, upon completion of all phases, anticipates approximately 1,100 units of rental housing, 1.4 million square feet of new commercial and office space, the rehabilitation of historic Pier 48, as well as space for small-scale manufacturing, retail, neighborhood services, waterfront parks, and public infrastructure.

The mixed-use Project is located on approximately 28 acres, including SWL 337 and Pier 48.

Approved in 2018, the Project reflects fourteen years of effort, led by the Port Commission, Port and City staff, and Mission Rock Partners, a partnership between the San Francisco Giants and Tishman Speyer.

Phase 1 currently includes the following program elements:

- 537 Apartment units, including 161 affordable units
- 550,000 gross square feet office
- 52,000 gross square feet of retail
- District Energy System (heating and cooling) located in Parcel A which will serve all of Mission Rock
- District-scale non-potable water recycling plant located in Parcel B, which will serve all of Mission Rock's indoor and outdoor non-potable water needs

Key public benefits include affordable housing, parks and open space, implementation of sustainability strategy goals, and achievement of workforce and local hire requirements and goals agreed upon in the Project's DDA and Development Agreement (DA).

LOCAL BUSINESS ENTERPRISE (LBE) UPDATE

During the final months of the construction phase, Mission Rock Partners realized a minor decrease in overall LBE participation for the 2Q24 reporting period. In addition to decreased construction activity, as the project team processes closeouts for Parcel F and the Horizontal scope of the project, the anticipated LBE participation is slightly less, noting a difference of -\$431,938 from 1Q24. Currently, LBE contracts amount to a cumulative total of \$170,328,839 in LBE awards, or 18.22% LBE Participation, while increasing contract dollars awarded to women-owned local businesses.

The equity efforts through 2Q 2024 have resulted in a cumulative \$113,459,492 LBE value awarded to minority-owned and woman-owned companies, equal to approximately 66.7% of LBE contract values awarded.

CUMULATIVE: ALL AWARDS (THRU 1Q 2024)	BY QUARTER: ALL AWARDS* (2Q 2024)	CUMULATIVE: ALL AWARDS* (THRU Q2 2024)
<ul style="list-style-type: none"> ● LBE VALUE: \$170,760,777 ● NON-LBE AWARDS: \$752,895,464 ● OVERALL: \$923,656,241 ● LBE PARTICIPATION: 18.49% 	<ul style="list-style-type: none"> ● LBE VALUE: -\$431,938 ● NON-LBE AWARDS: \$11,382,011 ● OVERALL: \$10,950,794* ● LBE PARTICIPATION: -.27% 	<ul style="list-style-type: none"> ● LBE VALUE: \$170,328,839 ● NON-LBE AWARDS: \$764,278,196 ● OVERALL: \$934,607,035* ● LBE PARTICIPATION: 18.22%
<p style="text-align: center;">Overall Vendor Count:</p> <ul style="list-style-type: none"> o 467 Vendors Overall (+30 added); including 105 LBE Vendors (+2 added) o 66 woman-owned businesses contracted (+0 added); maintaining 34 woman-owned LBE's (+0 added) o 84 minority-owned business contracted (+0 added); maintaining 61 minority-owned LBE's (+0 added) 		

**Note that the dollars reported above are dollars under contract as of June 30, 2024. The Developer has also voluntarily reported to the Port that its contracts with the general contractors (GCs) at Mission Rock include "LBE Pipeline" values which are subcontracted values in prime subcontracts that are contractually committed to LBE businesses. The Developer reports that an additional \$179,162 of these LBE Pipeline values are in place, through the end of Phase 1. This combined LBE Value of LBE Awarded + LBE Pipeline increases LBE Participation to 18.25%.*

Of note, the LBE participation percentages are subject to fluctuation from quarter to quarter given several factors, including the timing of awards and separate parcel schedules. Mission Rock Partners continues to work closely with the Port of San Francisco, the San Francisco Contract Monitoring Division (CMD), and General Contractors to ensure LBE and project equity goals are met. Several barrier mitigation strategies have been implemented throughout this phase to support better businesses and increase opportunities for business owners from historically underrepresented communities.

Mission Rock Development Contract Awards Through June 30, 2024

Amount Awarded	\$934,810,888	Percentage
Awarded to Small & Micro LBE	\$158,643,966	16.97%
Awarded to SBA LBE (incl. Graduated)	\$11,684,872	1.25%
Awarded to Non-LBE	\$764,482,050	81.78%

LBE Award by Size	\$170,328,838	Percentage
Awarded to Micro LBE	\$77,938,546	8.34%
Awarded to Small LBE	\$80,705,420	8.63%
Awarded to SBA-LBE (incl. Graduated)	\$11,684,872	1.25%

LBE Award by Type	\$170,124,984	Percentage
Awarded to MBE-LBE	\$73,117,597	7.82%
Awarded to WBE-LBE	\$40,341,895	4.32%
Awarded to OBE-LBE	\$56,665,492	6.06%

Mission Rock Development Contract Awards to Minority-Owned Companies Through June 30, 2024

Minority-Owned: LBE's	Amount Awarded	% of MBE	% of LBE	% of All
African-American	\$37,820,056	44.44%	23.84%	4.05%
Arab-American	\$151,807	0.18%	0.10%	0.02%
Asian-American	\$15,528,976	18.25%	9.79%	1.66%
Latino-American	\$31,600,341	37.13%	19.92%	3.38%
Native American/ Indigenous People	\$--	0.00%	0.00%	0.00%

Minority-Owned: All	Amount Awarded	% of All
African-American	\$39,233,958	4.20%
Arab-American	\$2,004,906	0.21%
Asian-American	\$22,700,381	2.43%
Latino-American	\$35,565,120	3.80%
Native American/ Indigenous People	\$3,600,756	0.39%

PHASE 1 VERTICAL IMPROVEMENTS

Phase 1 vertical construction includes four buildings: two primarily residential (totaling 537 rental units) and two commercial office/life science. All four buildings have received either a Certificate of Final Completion and Occupancy (CFCO) or a Temporary Certificate of Occupancy (TCO). With apartment leasing having commenced in June 2023, the two residential buildings, Canyon and Verde, have leased a significant number of market rate and below-market rate units, activating the Project site with new residents as a complement to the tenants now occupying the office spaces.

With regard to retail activation, the Project team has had success leasing ground floor storefronts to a variety of businesses, including Ike's Sandwiches, Proper Foods, Ariscault Bakery, Flour + Water Pizza, a full-service restaurant from the staff behind Che Fico, and LuxeFit gym. These businesses offer on-site residents, office tenants and the surrounding community the types of services that together are creating a vibrant new waterfront neighborhood at Mission Rock.

PHASE 1 HORIZONTAL IMPROVEMENTS READY FOR ACCEPTANCE

Horizontal improvements proposed for acceptance by the Port or City, and approval to remain in Port- or City-accepted space, fall within five broad categories: 1) Port Park and Open Space Assets, 2) private assets owned by the Developer and 3rd party utility operators in Port open space, 3) City-standard assets within City ROW; 4) non-standard Port-owned assets within City ROW; 5) private assets owned by third-party utility operators within City ROW. Table 1 below summarizes key information for each of the five categories of acceptance assets.

Table 1. Horizontal Improvements for Acceptance

	Improvements Included	Entity that Owns, Maintains, & Holds Liability	Master Permitting Agency
Category 1 Port Open Space Assets	Most assets within China Basin Park, Channel Street, Mission Rock Square, and the Dr. Maya Angelou and Bridgeview Paseos	Port	Port
Category 2 Private Assets in Port Open Space	Private Assets in Port open space (e.g. third-party utilities such as Mission Rock Utilities (“MRU”) and PG&E facilities, electric line serving retractable bollards in Paseos)	MRU, PG&E, Mission Rock Owners’ Association	Port
Category 3 City Assets (<i>Standard items in City ROW</i>)	Standard streetscape components of all other blocks constructed within the Phase	Public Works: Standard Paving, curbs, road base, etc. SFMTA: Traffic Signals, signage, striping, etc. SFPUC: Streetlights, electrical infrastructure, wet utilities, etc.	Public Works
Category 4 Port ROW Assets (<i>non-standard items in City ROW</i>)	Non-standard items within Public Works ROW (e.g. custom paving, trash cans, bike racks, and benches; understory plantings; Public Art, etc.)	Port	Public Works
Category 5 Private Assets in Public Works ROW	Utility systems owned by third parties such as Mission Rock Utilities, PG&E and Comcast	Third-Party Utility Operator	Public Works

This framework is memorialized in the Jurisdictional Memorandum of Understanding between the Port and other city departments that was approved by the Port Commission May 26, 2020 via Resolution No. 26-20 (Jurisdictional MOU). The Port’s obligations relative to Port Acceptance Items located in City ROW are also memorialized in the IMEP between the Port and Public Works to be approved by the Port Commission and BOS.

Port Open Space Assets

With the exception of limited third-party utility systems, the Port will own all improvements constructed within Port open space. The Port will contract with MRC to perform the maintenance and operation of this space through a lease and loan agreement for China Basin Park and a management agreement for other areas (each described more fully in the Maintenance section of this memorandum). For a detailed list of Port Open Space Assets, see Exhibit B.

Private Assets in Port Open Space

Third party utilities in Port open spaces include various utility systems owned by Mission Rock Utilities, PG&E gas lines in Mission Rock Square and the Bridgeview Paseo, a PG&E electric line in China Basin Park serving the Third Street Bridge Pilot House, and private electrical cable linking retractable bollards in the Bridgeview and Dr. Maya Angelou Paseos to Mission Rock's security and operations center in Building B (the Port owns the conduit housing this electrical cable). Access rights for private utilities in Port open space are granted via license agreements between the Port and third-party utility operators.

City Assets

While the Port will continue to own fee title to the land underneath the newly constructed Phase 1 streets and sidewalks after acceptance due to its public trust obligations, standard infrastructure constructed within ROWs such as street curbs and gutters, asphalt roadways, traffic signals, traffic signage, and utility systems (collectively, the "City Assets"), will be owned and maintained by the customary City agencies (Public Works, DT, SFFD, SFMTA, SFPUC). Accordingly, Public Works served as the lead permitting agency for streets and sidewalks constructed at Mission Rock and will continue in this role pursuant to the Jurisdictional MOU after the streets are accepted. The Phase 1 Public Works ROWs are shown in Exhibit A.

Port ROW Assets (non-standard Port Items in City-accepted Port ROW)

As established in the project's maintenance matrix (an exhibit to the Mission Rock Interjurisdictional MOU), the Port accepts most non-standard items ("Port Acceptance Items"). As such, the Port will own, maintain, and have liability for these items. This arrangement will be memorialized in the IMEP between Public Works and the Port. For a comprehensive list of Port ROW Assets, see Exhibit C.

Private assets in City ROW

MRU owns several utility systems within the City-accepted ROWs. As MRU does not have a utility franchise operating license with the State, Public Works will issue MRU a General Master Encroachment Permit (GMEP) allowing them to operate within City rights-of-way. The Port is not a party to this agreement. Other utilities will operate within City-accepted ROWs in accordance with pre-existing agreements, such as franchise rights.

MAINTENANCE OF PORT ACCEPTANCE ITEMS

The Port Commission approved Resolution 19-39 on September 24, 2019, which recommended a third-party management approach to facilitate the day-to-day operation of

the Mission Rock parks and open spaces. Implementation of this approach involves entering into a series of agreements, including a lease and loan agreement, management agreement, and several licenses. Collectively, these agreements limit the Port's liability and operational burden while ensuring that the spaces are well-maintained and remain open to the public. The Port will retain ownership of the assets and assert indirect control of the parks and open space areas through Developer affiliates that are well-positioned to provide focused, on-site management and immediate neighborhood engagement.

Port staff have negotiated the following agreements in conjunction with the acceptance process:

1. China Basin Park Lease and Loan Agreement ("Park Lease")
2. Paseo and Open Space Management Agreement ("Management Agreement")
3. Licenses for gas lines to Parcels F and G and an electric line in China Basin Park with PG&E
4. License with MRU for utility infrastructure in Port-owned spaces

The Port is also finalizing negotiations for a license for electric lines to retractable bollards within the acceptance areas, and a license for ground settlement monitoring equipment sited within Port open space and will return to the Port Commission at a future date to request approval of these land agreement(s).

China Basin Park Lease Loan Agreement

The China Basin Park Lease and Loan Agreement ("Park Lease") directly leases China Basin Park to MRC for operations and programming. The lease structure allows MRC flexibility in programming and the ability to use sponsorships of the park to generate revenues for operations, which is why China Basin Park is under a separate agreement.

The initial term of the Park Lease is 15 years with three five-year extension options for a total potential term of 30 years. The Port receives no rent for China Basin Park, but MRC will fund the maintenance, operations, and programming of the Park through various revenue sources. As tenant, MRC is also responsible for the Port's obligations under the Water Purchase Agreement with Mission Rock Utilities, whereby the Port purchases recycled water for irrigation in China Basin Park and other uses within Port-owned spaces. The Port will approve an operating budget and capital budget on an annual basis. The operating budget for the first year of the Park is shown in Exhibit E. As the Park is newly constructed, there is no capital budget for the first year. As part of the Lease, MRC must have an independent consultant conduct a capital needs assessment for the Park to inform future capital needs and budgets.

The most significant revenue source for the Park is payments from the Mission Rock Owners' Association paid in lieu of the Mission Rock Contingent Services Special Tax. The Owners' Association must pay an amount equal to the portion of the maximum Services Special Tax that would go to the Park if it was fully levied. If MRC collects less than this equivalent amount, the Port may direct the Community Facilities District ("CFD") Administrator to collect the difference to pay for Park operations and maintenance. The

Contingent Services Special Tax will also serve as a source of funds if the Park Lease terminates at any time, and the Port must operate and maintain the Park.

To fund early start-up operations of the Park, the Port proposes to provide a loan of up to \$800,000 facilitated by the San Francisco Recreation and Parks Department (“RPD”) to support operations as China Basin Park starts up and the Tenant seeks sponsorships for the Park. This loan will provide up to \$300,000 per year for each of the first three years of operations (up to a maximum of \$800,000) for core maintenance and operations costs of the Park (e.g., landscaping, cleaning, hardscape maintenance, bathrooms). The Tenant will repay the loan at 0 percent interest with all excess revenues after the Tenant has filled a \$100,000 emergency reserve. The Tenant must repay the loan in full prior to the end of the 15-year term of the Lease.

Paseo and Open Space Management Agreement

The Paseos and Open Space Management Agreement (Management Agreement) covers all other Port-owned assets and open spaces in the Mission Rock area, including the paseos, berms, and non-standard improvements in the City ROW.

The initial term of the Management Agreement is 15 years with three five-year options for the Port to extend the term for a total potential term of 30 years. As manager, MRC receives a set fee of \$10,000 annually (subject to CPI increases) and reimbursements for operations and maintenance costs from various sources. In total these costs will equal 25% of the maximum Contingent Services Special Tax Amount. The operating budget for the first year of the Management Agreement is shown in Exhibit E. The Mission Rock Owners’ Association revenues provide the primary source for these expenses, and similar to the Park Lease, the Port could levy the Contingent Services Special Tax to pay MRC if the Owner’s Association failed to provide adequate funds.

The Management Agreement is a Qualified Management Agreement under IRS rules, which is a requirement for the agreement because tax-exempt bonds funded these improvements as public infrastructure. Port staff will work with the City Attorney and bond counsel throughout the term of the Management Agreement to ensure it complies with all Qualified Management Agreement rules. This oversight includes monitoring and approving retail/restaurant use of sidewalks and open space to ensure they do not exceed private use rules under the tax-exempt bonds.

PG&E and MRU Licenses

PG&E and MRU operate private utilities within accepted Port-owned spaces. The Port has negotiated licenses to cover each of these utilities that allows the relevant party to operate within Port space and maintain their infrastructure.

PG&E operates gas lines to Building G (Visa) and Building F (Verde) and an electric line to the Third Street Bridge Pilot House that runs through China Basin Park. The Port and PG&E have negotiated two license agreements (one for both gas lines and one for the

electrical line) that allow PG&E to operate and maintain these lines while limiting liability to the Port. The license is a no-fee agreement with a 66-year term. As a condition to the electric line license, PG&E requires that the Port and City sign an Absolving Services Agreement that acknowledges PG&E may discontinue electric service if the license is revoked or terminated, and the City and Port affirmatively indemnify PG&E from claims or liability “connected with such discontinuance of service.” The Port and Public Works would agree to the agreement subject to approval by the City’s Risk Manager in accordance with S.F. Administrative Code section 1.24.

MRU operates a non-potable recycled water system and district energy system for all of Mission Rock, including China Basin Park and Port-owned public spaces. The Port and MRU have negotiated a license agreement that allows MRU to operate and maintain these lines while limiting liability to the Port. The license is a no-fee agreement with a 66-year term.

Table 2 below summarizes key terms for the key lease, management agreement, and licenses.

Table 2. Summary of Agreements and Key Terms

AGREEMENT	KEY TERMS
China Basin Park Lease and Loan Agreement (“Park Lease”)	<ul style="list-style-type: none"> • Parties: Port and Mission Rock Commons • Term: 15 years with three (3) five-year extension options that MRC may exercise • Requires BOS approval • Transfers maintenance and liability obligations for China Basin Park from Port to Park Tenant • Permits sponsorships and event programming to generate sufficient revenues to support first-class operation of the public park • Park Tenant assumes obligations of the Recycled Water Services Agreement • Sets forth Port approval process for annual budgets and reporting requirements • Sets forth maintenance and operational standards and requirements • Provides start up loan of \$300,000 annually during the first three years of operations up to a maximum of \$800,000
Paseos and Open Space Management Agreement (Management Agreement)	<ul style="list-style-type: none"> • Parties: Port and Mission Rock Commons • Term: 15 years with three (3) five-year extension options that Port may exercise • Requires BOS approval

	<ul style="list-style-type: none"> • Qualified management agreement designating Manager to operate and maintain open space and Port Assets (excluding China Basin Park) • Transfers liability obligations for paseos and open space from Port to Developer affiliate to the extent allowed for a qualified management agreement • Sets forth maintenance and operational standards and reporting requirements
PG&E Licenses and Absolving Services Agreements	<ul style="list-style-type: none"> • Parties: Port and PG&E • Term: 66 years • Requires BOS approval • Permits PG&E access rights for repair and maintenance of utility lines that run through Port-owned land, which serve Parcel F and Parcel G (two gas lines) and the 3rd Street Pilot House (electrical line) • Acknowledges electric service to Pilot House is contingent upon electric line license • Port and City would indemnify PG&E against claims and liability “connected with such discontinuance of service”
MRU License Agreement	<ul style="list-style-type: none"> • Parties: Port and MRU • Term: 66 years • Requires BOS approval • Permits MRU access rights for repair and maintenance of private infrastructure (Sanitary sewer, recycled water and district energy lines) which run throughout the Project and service the open space and building parcels

Per the DDA, the Developer is responsible for maintenance of Port Acceptance Items until they are accepted by the Port Commission. These maintenance activities are currently happening under the Developer’s Master Lease. Without the above agreements, the Port would have to maintain the horizontal improvements upon acceptance with funding from the Mission Rock Community Facilities District (“CFD”) Contingent Services Special Tax. However, the Developer and its affiliates will privately maintain and operate Port Assets with funding from the Mission Rock Owners Association dues (similar to homeowner association dues). Under this arrangement, the Contingent Services Special Tax levy is \$0. If the Developer affiliate fails to operate and maintain public spaces or collects insufficient dues from the Mission Rock Owners Association, then the Port has the ability to collect Contingent Special Services Taxes and/or maintain the spaces directly. However, if the Port collects Contingent Special Services Taxes in excess of the Mission Rock Owners Association dues while the Park Lease or Management Agreement are in effect, MRC has the ability to terminate those agreements.

SF GIANTS COMMEMORATIVE PAVERS CAPITAL IMPROVEMENT SPONSORSHIP

To align with the 25th anniversary of the opening of Oracle Park, the Giants have agreed to a Capital Improvement Sponsorship with MRC to construct a Commemorative Paver walkway in the pedestrian portion of the Bay Trail in China Basin Park. The Giants would fund the construction of the capital improvement and dedicate any excess revenues to China Basin Park for the maintenance and operations of the Park.

Exhibit D shows the area of the Bay Trail contemplated for the Commemorative Paver improvements and a conceptual design for the pavers themselves. Pending approval of the sponsorship, the Giants plan to commence construction in late February and target late March/early April for completion. These improvements would be completed under the Master Lease as deferred infrastructure and then maintained under the Park Lease. The Port is also negotiating a “springing” license with the SF Giants for maintenance and liability of the Commemorative Pavers that would go into effect if the Park Lease terminated. Staff will return at a future Port Commission date to request approval of this license.

PHASE 1 ACCEPTANCE PROCESS

MRP commenced construction in October of 2019 upon issuance of a Street Improvement Permit (SIP) by San Francisco Public Works. Construction of China Basin Park commenced in April of 2021 after the Port issued the China Basin Park permit.

Upon completion, public open spaces, streets, sidewalks, and associated utility systems, are all candidates for acceptance by the Port Commission and BOS. Before the Port Commission can accept Port-owned improvements, the Mission Rock DDA requires the Chief Harbor Engineer to make a determination that work has been completed as designed within the timeframes specified in the Schedule of Performance (“SOP”) attached to the DDA. Within 45 days after the Chief Harbor Engineer’s determination of compliance (the “SOP Compliance Determination”), the Port must calendar a Commission hearing to consider acceptance of horizontal improvements that will transfer to Port ownership.

China Basin Park was deemed substantially completed on April 4, 2024, when the Port issued a Temporary Certificate of Occupancy for the park’s restroom building. Mission Rock Partners’ request for SOP Compliance Determination was submitted by the Developer on November 29, 2024 conditionally approved by the Acting Chief Harbor Engineer Uday Prasad on January 29, 2025. Phase 1 horizontal improvements constructed through the SIP were found to be substantially complete on November 21, 2024 with the issuance of a Notice of Completion by the Department of Public Works. Port and City Assets were constructed via the SIP permit and are now ready to be accepted by the Port and City.

The SOP conditional Compliance Determination establishes the Developer has completed certain Phase 1 horizontal improvements and that these improvements are ready for acceptance by the Port Commission. Acceptance of Port Assets will be conditioned on completion of deferred infrastructure and future actions by the BOS. Acceptance will not

take effect until after the subsequent completion of the BOS legislative process. The BOS legislative process is expected to start in February 2025 and take effect in spring of 2025.

Acceptance of the improvements is governed by three documents previously approved by the Port Commission. These include (1) the project's Interagency Cooperation Agreement, which outlines the acceptance process for City-owned infrastructure in the public ROW approved by the Port Commission on January 26, 2018 via Resolution No. 18-07; (2) the DDA which outlines the City and Port's respective acceptance process also approved by the Commission on January 26, 2018 by Resolution No. 18-03 ; and (3) the Interjurisdictional MOU, which details obligations regarding permitting, ownership, and maintenance of public infrastructure constructed at Mission Rock for the Port and other City agencies (SFMTA, Public Works, SFPUC, DT) approved by the Commission on May 26, 2020 by Resolution No. 20-30.

The acceptance process, which takes several months to complete, broadly includes the following steps:

1. **City Notice of Completion ("NOC") Process.** The NOC process is a multi-step process led by the City that takes several months to complete. When the Developer believes it has substantially completed construction of improvements under a Street Improvement Permit, the Developer submits documentation to the City that all permits have been closed out, infrastructure has been certified, and relevant warranties have been assigned. Upon concurrence by the City, Public Works issues a NOC. For the Mission Rock Phase 1 improvements, Public Works issued an NOC to Mission Rock Partners for the Phase 1 improvements on November 21, 2024.
2. **Port SOP Compliance Process.** The SOP Compliance Determination process is similar to the City's NOC process, except it is a determination that the Developer has completed the infrastructure within the timeframes specified in the DDA and in accordance with applicable project and regulatory requirements. The Developer submitted an SOP Compliance Determination request to the Port on May 29, 2024. The request (outlined in DDA Exhibit B9) included documentation that all Port permits have been closed out, warranties have been assigned and required access rights have been granted. The SOP submittal also included statements by key project stakeholders such as the Engineer and Landscape Architect of Record and third-party utility operators that work has been installed as designed and permitted. The Port conditionally approved the Developer's SOP Compliance Determination on January 29, 2025.
3. **Operations and Management Documents Finalized.** Documents memorializing operations, management ownership, and liability of City-owned and Port-owned infrastructure are finalized by the Port, City, and Developer. Primary documents included in this grouping are the Interjurisdictional MOU and the IMEP.

4. **Port Commission Resolution Accepting Port Acceptance Items.** Soon after the SOP Compliance Determination is approved, staff must calendar a Port Commission hearing to consider acceptance of the Port Acceptance Items.
5. **Board of Supervisors Legislation Accepting City-Owned Infrastructure.** The Board of Supervisors holds a series of hearings approving legislation to accept City-owned infrastructure. Port staff anticipates BOS approval will take effect in Spring 2025.

ANTICIPATED PORT COMMISSION ACTIONS

The Port Commission must consider taking several actions related to the Phase 1 Port Acceptance Items to facilitate the City's acceptance process and approve various agreements related to the leasing, management, and access to Mission Rock Port-owned spaces. Some actions solely apply to Port open space, whereas other actions will apply to City streets and sidewalks constructed in Phase 1 (the Port Commission needs to take actions related to Public Works ROWs because fee ownership of the underlying land remains with the Port). The Commission must also take actions related to the MMEP and the DDA Amendment, Park Lease, Management Agreement, and various other licenses. Table 3 below outlines these actions:

Table 3. Summary of Port Commission Actions

#	Port Commission Actions	Port Items	City Items
1	The Commission finds the Port Assets are functional and constructed in conformity with project and regulatory requirements.	X	
2	The Commission accepts Offers of Improvement from the Master Developer.	X	X
3	The Commission accepts the Port Assets and City Assets for public use.	X	X
4	The Commission dedicates the Port ROW Assets and City Assets Items for street and sidewalk purposes.	X	X
5	The Commission accepts the Port Assets Items for maintenance and liability purposes.	X	
6	The Commission approves the China Basin Park Lease and Loan Agreement, Paseo and Open Space Management Agreement, PG&E Gas License, PG&E Electric License and Absolving Services Agreement, and MRU License to allow for management, maintenance, and operations of Port spaces and assets and private infrastructure in Port property.	X	
7	The Commission recommends the Board of Supervisors accept the City Assets.		X
8	The Commission recommends the Board of Supervisors approve the Park Lease and other land use agreements.	X	

9	The Commission approves the IMEP, authorizes the Executive Director to execute the IMEP, and recommends the Board of Supervisors approve the IMEP.	X	X
10	The Commission accepts the Port Assets Items for maintenance and liability purposes, subject to the BOS approval of the Park Lease and other land use agreements, and delegates to the Executive Director or her designee to accept any deferred infrastructure at a later date.	X	
11	The Commission authorizes and directs the Executive Director or her designee to execute and record a Partial Release of Master Lease to transfer ownership of accepted Port Accepted or Deferred Infrastructure.	X	

NEXT STEPS

Subject to the Port Commission's approval of the attached resolutions, legislation for acceptance of City assets will be introduced at the BOS imminently and is anticipated to be completed in spring 2025. Upon BOS approval, and satisfaction of any conditions to acceptance, the Port and City Acceptance Items will transfer to Port and City, the land rights agreements described above will be executed between the Port and the respective parties, and the streets, open space, and China Basin Park will continue to be available for public use.

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Exhibits: A - Site Map
B - Port Open Space Assets
C - Port ROW Assets
D - Bay Trail Commemorative Paver Design Concept and Proposed Location
E - China Basin Park and Paseo and Open Space First Year Operating Budget

**PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

RESOLUTION NO. 25-05

WHEREAS, Charter Section B3.581 empowers the Port Commission with the authority and duty to use, conduct, operate, maintain, manage, regulate and control the lands within Port jurisdiction; and

WHEREAS, In January 2018, by Resolution No. 18-03, the Port Commission approved the terms of a Disposition and Development Agreement (“DDA”), between the Port and the Seawall Lot 337 Associates, LLC, a Delaware limited liability company (“Developer”), and related transaction documents that are incorporated into the DDA, for the development of approximately 28-acres located along the Port’s Central Waterfront and commonly referred to as “Mission Rock” (the “Project”), comprised of (1) Seawall Lot 337, bounded by Third Street on the west, Mission Rock Street on the south, Pier 48 to the east, and China Basin Park on the north; (2) Pier 48; (3) China Basin Park; (4) the marginal wharf between Pier 48 and Pier 50; and (5) Parcel P20 (collectively, the “Site”); and

WHEREAS, In February 2018, the Board of Supervisors approved the DDA by Resolution No. 42-18, and approved the Development Agreement for the Project by Resolution No. 33-18; and

WHEREAS, In a letter dated February 6, 2025, the Planning Department found that the actions contemplated in this resolution are within the scope of the Project’s final environmental impact report prepared under the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) and are, on balance, in conformance with the General Plan and the eight priority policies of Planning Code Section 101.1. A copy of the Planning Department letter is on file with the Commission Secretary and is incorporated herein by reference; and

WHEREAS, Under the Disposition and Development Agreement (“DDA”) and other transaction documents that the Port and Developer have negotiated, at full build-out, the Project will include: (1) 1.1 million to 1.6 million gross square feet (“gsf”) of new residential uses (an estimated 1,000 to 1,950 new residential units), at least 40% of which will be on-site housing affordable to a range of low- to moderate-income households as described in the Housing Plan in the DDA; (2) 972,000 to 1.4 million gsf of new commercial and office space; (3) 241,000 to 244,800 gsf of active retail and production uses on 11 proposed development blocks on Seawall Lot 337 in buildings that would range in height from 90 to 240 feet, consistent with Proposition D, passed by the voters of San Francisco in November 2015, which increased building

height limits on the Site up to 240 feet; (4) the rehabilitation and reuse of Pier 48, a significant contributing resource to the Port of San Francisco Embarcadero Historic District; (5) up to approximately 1.1 million gsf of above- and below-grade parking in one or two garages; (6) transportation demand management on-site and payment of impact fees that the Municipal Transportation Agency will use to improve transportation service in the area; (7) approximately 5.4 acres of net new open space for a total of approximately 8 acres of new and expanded open space, including an expansion of China Basin Park, a new central Mission Rock Square, and waterfront access along the shoreline; (8) public access areas, assembly areas, and an internal grid of public streets, shared streets, and utilities infrastructure; and (9) on-site strategies to protect against sea level rise; and

WHEREAS, Under the DDA, the Developer is required to construct public Horizontal Improvements (as defined in the DDA) serving the Project, including parks, streets, and utilities, which the Port or City, as applicable, will accept for ownership, maintenance and liability purposes; and

WHEREAS, The Port, Public Works, and Developer's affiliate, Mission Rock Horizontal Sub (Phase 1) L.L.C., a Delaware limited liability company, entered into a Public Improvement Agreement dated as of June 12, 2020 (the "PIA") governing the construction of the Horizontal Improvements as part of the final subdivision map process for Phase 1 of the Project; and

WHEREAS, The Developer substantially commenced construction of a portion of the Horizontal Improvements serving Phase 1 of the Project on October 10, 2020, upon issuance of a street improvement permit (the "Street Improvement Permit") by the City. The horizontal scope of work under the Street Improvement Permit included installation of utilities, including auxiliary water supply mains, low-pressure water mains, combined sewer mains, combined sewer storage, non-potable water mains, electricity and gas infrastructure, private utility systems, surface improvements along 3rd Street, Bridgeview Way, Dr. Maya Angelou Way, Toni Stone Crossing, surface improvements within Port open spaces (Bridgeview Paseo, Dr. Maya Angelou Paseo, a portion of the future Mission Rock Square), and subsurface portions of the China Basin Park Promenade; and

WHEREAS, The Developer substantially commenced construction of Horizontal Improvements serving Phase 1 within China Basin Park of the Project in April 2021 upon issuance of permit Number B-2021-0061 (the "China Basin Park Permit") by the Port. The horizontal scope of work under the China Basin Park Permit included installation of utilities, low-pressure water lines, non-potable water lines, electricity 12kV electrical lines, and surface improvements; and

WHEREAS, On April 4, 2024, the Port issued a Notice of Completion to the Developer signaling that construction of China Basin Park approved under Port Permit Number B-2021-0125 was substantially complete; and

WHEREAS, On May 3, 2024, the Developer submitted a request for the City to issue a Notice of Completion to San Francisco Public Works seeking confirmation that Horizontal Improvements approved under the Phase 1 Street Improvement Permit (permit number 201E-00486) of the Project which are completed and are ready for acceptance; and

WHEREAS, On November 21, 2024, Public Works issued a Conditional Notice of Completion to the Developer signaling that construction of Phase 1 Horizontal Improvements approved under the Street Improvement Permit was substantially complete and the Horizontal Improvements were ready for acceptance; and

WHEREAS, The DDA requires the Port's Chief Harbor Engineer to make a determination that the Horizontal Improvements have been completed as designed within the timeframes specified in the Schedule of Performance (as defined in the DDA) (the "SOP Compliance Determination"); and

WHEREAS, Horizontal Improvements built to City standards will be owned, maintained, and permitted by the City (Public Works, SFMTA, SFPUC, Department of Technology) ("City Acceptance Items"); Non-standard improvements built within the public ROW will be owned by the Port ("Port Encroachments"), as more particularly described in the IMEP, defined below; improvements built within Port open space will also be owned by the Port ("Port Open Space Assets"); Port Encroachments and Port Open Space Assets are collectively referred to as "Port Assets"; once the acceptance process is complete, the Port will release the Port Assets and City Acceptance Items from the Master Lease premises; and this framework is memorialized in the Interjurisdictional MOU and DDA and further detailed in the memorandum to the Port Commission accompanying this resolution; and

WHEREAS, The Developer's request for SOP Compliance Determination was submitted on December 16, 2024, and conditionally approved by the Acting Chief Harbor Engineer on January 29, 2025. In issuing the Conditional SOP Compliance Determination the Acting Chief Harbor Engineer determined (1) Port Assets to be complete and construction of those Horizontal Improvements to be in accordance with applicable project and regulatory requirements, (2) that the Port Assets are ready for their intended use, and (3) the Developer's compliance with the outside date set forth in the SOP for the completion of certain Phase 1 Horizontal Improvements, subject to additional inspection documentation and completion of certain installations and the acceptance process. Accordingly, it signals certain of these

improvements are ready for acceptance by the Port, and others by the City;
and

WHEREAS, Acceptance of improvements is governed by (i) the ICA, (ii) the jurisdictional memorandum of understanding between the Port, SFPUC, Public Works, SFMTA, and San Francisco Fire Department approved by the Port Commission via Resolution No. 20-39 (the “Interjurisdictional MOU”), (iii) the DDA, and (iv) the PIA; and

WHEREAS, Per the DDA, the Developer is responsible for maintenance of Port Assets until they are accepted by the Port Commission; upon Port Commission acceptance, an affiliate of Developer will utilize dues from the Mission Rock Owners Association to fund ongoing maintenance of these items, provided however that contingent services special taxes from the Mission Rock Community Facilities District (“CFD”) may be levied if the Port or City needs to maintain such assets directly; and

WHEREAS, The Port and Public Works have negotiated an Interagency Master Encroachment Permit (“IMEP”), to be approved by the Port Commission and Board of Supervisors, pursuant to which Port will accept maintenance and liability responsibility of the Port Encroachments; and

WHEREAS, Pursuant to the PIA, the Developer provided an irrevocable offer of improvements for both Port Assets, and City Acceptance Items to the Port and City (the “Offer of Improvements”). The Developer may also provide a quit claim deed, subject to the Conditional Assignment of Warranties (defined below) to the Port for Port Assets located outside of City rights-of-way on Port jurisdictional property; and

WHEREAS, Public Works is preparing a Public Works Order (the “Public Works Order”), in which and as specified in the Public Works Order: (1) Public Works determines that the City Acceptance Items and the Port Encroachments are ready for their intended use, following Public Works’ inspection of the Port Encroachments and the City Acceptance Items, and the City Engineer’s issuance of a series of Conditional Notices of Completion, and its determination that these improvements have been completed in substantial conformity with the approved plans, specifications, and applicable City regulations governing the applicable infrastructure improvements; (2) the Public Works Director recommends that the Board of Supervisors approve legislation to accept the City Acceptance Items for maintenance and liability purposes and dedicate the same to public use and designate the same as open public right-of-way for street and roadway purposes subject to specified conditions; (3) the Public Works Director recommends that the Board of Supervisors approve legislation to set the public right-of-way widths, sidewalk widths, and street grades; (4) the Public Works Director recommends that the Board of Supervisors approve amendments to the Public Works Code to

memorialize the Port's exercise of permitting authority for certain retail activations on City sidewalks and that the Board approve amendments to the Public Works Code to ensure that any excavation of or in proximity to lightweight cellular concrete ("LCC") in the Mission Rock Special Use District be performed according to Public Works standards and requirements and according to permits issued by Public Works, including for excavation work that can be completed within 24 hours; (5) the Public Works Director recommends that the Board of Supervisors authorize the Public Works Director to execute an absolving service agreement with Pacific Gas and Electric; (6) the Public Works Director recommends that the Board of Supervisors approve a Master Encroachment Permit for Mission Rock Utilities ("MRU") to permit MRU to maintain the custom improvements and other encroachments in the public right-of-way; (7) the Public Works Director recommends that the Board of Supervisors approve the Port Encroachment IMEP and delegate to the Public Works Director authority to allow assignment to a maintenance contractor or the owners' association responsibility and liability for compliance with Public Works Code Section 706, provided that the Port also approve such assignment and subject to the condition that if allocated to an Owners' Association, the maintenance responsibilities must be addressed in the CC&Rs as a binding requirement on the owners' association and its successors; and (8) the Public Works Director recommends that the Board of Supervisors approve a major encroachment permit to enable the Developer to maintain LCC monitoring instrument encroachments for the Project; and

WHEREAS, Pursuant to the PIA, the Developer will conditionally assign all warranties and guarantees to the City and Port, as applicable, related to the construction of Horizontal Improvements pursuant to that certain Conditional Assignment of Warranties and Guarantees dated May 9, 2022 (the "Conditional Assignment of Warranties"). With respect to any warranties and guarantees that by their term expired prior to acceptance of the Port and City Acceptance Items, the Developer has assumed performance of those warranties pursuant to the DDA (the "Self-Warranties"). A copy of the Conditional Assignment of Warranties, the Self-Warranties, and the draft Public Works Order are on file with the Commission Secretary and are incorporated herein by reference; now, therefore be it

RESOLVED, The Port Commission adopts as its own the environmental findings and the General Plan and Planning Code Section 101.1 consistency findings in the Planning Department letter, as referenced above, in connection with the actions specified in this resolution; and be it further

RESOLVED, That the Port Commission finds that the Port Assets described in the accompanying memorandum are functional and constructed in conformity with the Project Requirements and Regulatory Requirements, each as defined in the DDA; and be it further

RESOLVED, That the Port Commission delegates authority to the Executive Director or the Executive Director's Designee to accept the Amended and Restated Irrevocable Offer of Improvements for the Port Assets; and be it further

RESOLVED, That, subject to (i) the DDA, (ii) the Conditional Assignment of Warranties and/or the Self-Warranties, (iii) execution of the Public Works Order, (iv) entry into the IMEP, and (v) entry into a license with Developer or Developer affiliates for private utilities in China Basin Park, the Bridgeview Paseo, and the Dr. Maya Angelou Way Paseo to be accepted by the Port, (vi) acceptance of City Acceptance Items, (xi) dedication of the applicable Port Assets and City Acceptance Items for public use, (xii) designation of the applicable Port Assets and City Acceptance Items on all City and Port public rights-of-way for street and roadway purposes, (xiii) dedicates Port Assets on public open spaces for public open space purposes, the Port Commission accepts the Port Assets for maintenance and liability purposes; and be it further

RESOLVED, That the Port Commission delegates authority to the Executive Director or the Executive Director's Designee to acknowledge and accept the Conditional Assignment of Warranties related to the construction of the Port Assets, substantially in the form on file with the Commission Secretary and incorporated herein by reference; and be it further

RESOLVED, That the Port Commission recommends that the Board of Supervisors (i) accept ownership of the City Acceptance Items, (ii) dedicate such City Acceptance Items to public use, (iii) designate the City Acceptance Items in the City public right-of-way for street and roadway purposes; and (iv) accept City Acceptance Items for maintenance and liability purposes; and be it further

RESOLVED, That the Port Commission delegates to the Port Director, or the Port Director's designee, the authority to accept any Port Assets identified as deferred infrastructure in, and when compliance with, the Public Works Order and Conditional SOP Compliance Determination; and be it further

RESOLVED, That the Commission authorizes and directs the Port Director, or the Port Director's designee, to execute an Amendment to the Master Lease, a Memorandum of Amendment to the Master Lease, and to record a signed, acknowledged Partial Release from the Master Lease, each substantially in the form on file with the Commission Secretary, to release the Port Assets and City Acceptance Items from the Master Lease, upon acceptance of the City Acceptance Items by the Board of Supervisors and contingent upon approval by the Board of Supervisors, in their sole discretion; and be it further

RESOLVED, That the Port Commission authorizes the Executive Director, in consultation with the City Attorney, to take any and all actions that may be necessary or advisable to effectuate the purpose and intent of this resolution, including but not limited to (1) amending the Conditional Assignment of Warranties, (2) entering into and/or amending the IMEP and exhibits thereto, (3) entering into additional master and/or major encroachment permits, (4) accepting deferred infrastructure, (5) revising the Interjurisdictional MOU, and (6) executing and recording a signed, acknowledged Partial Release from the Master Lease releasing Port Assets and City Acceptance Items from the Master Lease upon acceptance by the City of the City Acceptance Items, which are in the best interests of the Port and City, and that do not materially increase the obligations or liabilities of the Port or materially reduce the rights of the Port, such determination to be conclusively evidenced by the execution and delivery by the Executive Director of the documents.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of February 11, 2025.

DocuSigned by:

Jenica Lin

Secretary

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**PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

RESOLUTION NO. 25-06

- WHEREAS, Charter Section B3.581 empowers the Port Commission with the authority and duty to use, conduct, operate, maintain, manage, regulate and control the lands within Port jurisdiction; and
- WHEREAS, In January 2018, by Resolution No. 18-03, the Port Commission approved the terms of a Disposition and Development Agreement (“DDA”), between the Port and the Seawall Lot 337 Associates, LLC, a Delaware limited liability company (“Developer”), and related transaction documents that are incorporated into the DDA, for the development of approximately 28-acres located along the Port’s Central Waterfront and commonly referred to as “Mission Rock” (the “Project”), comprised of (1) Seawall Lot 337, bounded by Third Street on the west, Mission Rock Street on the south, Pier 48 to the east, and China Basin Park on the north; (2) Pier 48; (3) China Basin Park; (4) the marginal wharf between Pier 48 and Pier 50; and (5) Parcel P20 (collectively, the “Site”); and
- WHEREAS, Developer and its affiliate, Mission Rock Horizontal Sub (Phase 1) L.L.C., a Delaware limited liability company, provided that certain Amended and Restated Irrevocable Offer of Improvements dated as of February 6, 2025 to the Port regarding certain infrastructure and improvements associated with Port parks and opens spaces including China Basin Park, Dr. Maya Angelou Paseo, Bridgeview Paseo, and Channel Street, and associated with City rights-of-way including Toni Stone Crossing, Bridgeview Way, and Dr. Maya Angelou Lane (collectively, the “Port Assets”), all as more particularly described in the memorandum to the Port Commission and its attachments accompanying this resolution; and
- WHEREAS, At its February 11, 2025 meeting, the Port Commission accepted the Port Assets subject to certain conditions, including the execution of certain land use agreements with Developer affiliates and/or utility providers to facilitate the ongoing operation and maintenance of Port Assets; and
- WHEREAS, In a letter dated February 6, 2025, the Planning Department found that the actions contemplated in this resolution are within the scope of the Project’s final environmental impact report prepared under the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) and are, on balance, in conformance with the General Plan and the eight priority policies of Planning Code Section 101.1. A copy of the Planning Department letter is on file with the Commission Secretary and is incorporated herein by reference; and

WHEREAS, The Port Commission approved Resolution 19-39 on September 24, 2019, adopting a Parks Plan for the Project that contemplated that the Port could work with a partner to conduct the day-to-day management of Project parks and open spaces while allowing the Port to retain ownership of Project parks and open spaces and ensure that the spaces remain public, welcoming, and inviting to all; and

WHEREAS, Port staff negotiated: (a) a lease and loan agreement, (b) management agreement, and (c) a series of licenses to further the goals and approach contemplated in the Park Plan and Resolution 19-39; and

WHEREAS, Port and Developer affiliate have negotiated the China Basin Park Lease and Loan Agreement (the "Park Lease and Loan"), through which Port would (a) provide a zero-rent lease of China Basin Park to a Developer affiliate for management, maintenance, activation, and programming for public park purposes for a term of fifteen years, plus three Developer affiliate options to extend for five years each for a total potential term of thirty years, including certain indemnities benefiting the Port and City, and (b) subject to appropriation by the Port Commission and Board of Supervisors, provide a zero interest loan of up to Eight Hundred Thousand Dollars over three years for baseline maintenance and operations purposes, subject to repayment prior to the conclusion of the initial fifteen-year term, as described in the memorandum to the Port Commission accompanying this resolution, which Park Lease and Loan requires approval by the Board of Supervisors. A copy of the Park Lease and Loan is on file with the Commission Secretary; and

WHEREAS, The Park Lease and Loan Agreement contemplates certain delegations of authority by the Port Commission to the Port Executive Director for certain administrative functions, including the abilities to (a) revise the China Basin Park leased premises to facilitate construction of future park improvements, (b) approve certain sponsorship agreements that do not exceed ten years, and (c) approve future annual budgets that fall within the Permitted Variance of the prior year's Budget, all without seeking additional Port Commission approval and each as more particularly described in the Park Lease and Loan; and

WHEREAS, Port and Developer affiliate have negotiated the Mission Rock Paseos and Open Space Management Agreement ("Management Agreement"), requires a Developer affiliate to maintain and operate (a) the Port paseos as public open space, to (b) Port Assets subject to and in accordance with conditions included in Public Works' Interagency Master Encroachment Permit ("IMEP"), (c) other Port Assets in the Project area, and (d) assist Port with any associated claim, while the Port retains full control of this property as public space funded with tax-exempt bond proceeds in accordance with Internal Revenue Service ("IRS") laws and regulations for a term of fifteen years plus

three Port options to extend for five years each for a total potential term of thirty years, as described in the memorandum to the Port Commission accompanying this resolution, which Management Agreement requires approval by the Board of Supervisors. A copy of the Management Agreement is on file with the Commission Secretary; and

WHEREAS, A Developer affiliate is best positioned to operate, maintain, and program China Basin Park and other Port-owned spaces and Port Assets in Mission Rock as an affiliate of the Master and Vertical Developers, because the primary funding mechanisms for the Park Lease and Loan Agreement and to pay the management fee and reimburse managers costs under the Management Agreement is contributions from the Mission Rock Owners Association, which is anticipated to receive dues and distribute funds in lieu of levying the Contingent Services Special Taxes under the Mission Rock Community Facilities District, accordingly, the Developer affiliate will be able to more easily administer funding for management and maintenance operations and benefit from economies of scale by leasing China Basin Park and managing Port Assets under the Management Agreement; and

WHEREAS, Because the Port cannot provide Pacific Gas and Electric ("PG&E") with an easement or other permanent land rights, Port and PG&E have negotiated (a) one no-fee license agreement allowing PG&E to enter Port property to operate and maintain gas pipelines located in Port open space that serve buildings on Lot 3 and Lot 4 of the Project, and (b) one no-fee license agreement allowing PG&E to enter Port property to operate and maintain an electric line located in China Basin Park to serve the Third Street Bridge "Pilot House," each for a term of sixty-six years subject to approval by the Board of Supervisors, and each protecting the Port from certain liability related to PG&E's utility infrastructure and activities, and for which PG&E requires an Absolving Services Agreement ("ASA") that acknowledges the expiration or termination of the electric line license may result in electric power service termination to the Pilot House and in which the Port and City expressly indemnify PG&E from liability, claims, and damages connected with such discontinuance of service. A copy of the PG&E licenses and ASA are on file with the Commission Secretary; and

WHEREAS, Port and Mission Rock Utilities, Inc., a Delaware corporation ("MRU") that will own and operate district utilities, have negotiated a no-fee license agreement to enter Port property to operate and maintain private utilities including district heating and cooling, recycled water treatment and distribution, and sanitary sewers while protecting the Port from certain liability related to MRU's utility infrastructure and activities, which license requires approval by the Board of Supervisors. A copy of the MRU license is on file with the Commission Secretary; and

WHEREAS, Pursuant to Port Permit Number B-2025-0002 and subject to the proposed Park Lease and Loan Agreement, China Basin Ballpark Company LLC (the SF Giants) and Developer affiliate have negotiated an agreement for the SF Giants to install, maintain, and remove upon termination a Commemorative Paver program within a portion of the pedestrian path of the Bay Trail in China Basin Park as a capital improvement sponsor, through which the SF Giants will pay for the Commemorative Paver program and dedicate any excess revenues from the capital improvement sponsorship to the maintenance and operations of China Basin Park, which sponsorship would require Port Commission approval under the proposed terms of the Park Lease and Loan Agreement as a sponsorship agreement with a term in excess of ten years that includes a Major Physical Element as defined the Park Lease and Loan Agreement. A copy of Port's consent to the sponsorship agreement is on file with the Commission Secretary; now, therefore be it

RESOLVED, That the Port Commission approves (a) the Park Lease and Loan Agreement and Delegations of Authority to the Port Executive Director described in this resolution, (b) the Management Agreement, (c) the PG&E licenses and ASA, (d) the MRU license, and (e) Port's consent to the sponsorship agreement between Developer affiliate and the SF Giants, each in substantially the same form as is on file with the Commission Secretary, and subject to the approval by the Board of Supervisors; and be it further

RESOLVED, That the Port Commission recommends the Board of Supervisors approve (a) the Park Lease and Loan Agreement, (b) the Management Agreement, (c) the PG&E licenses and ASA, and (d) the MRU license, and delegate authority for the Port Director, or the Port Director's designee, to execute such agreements, subject further to approval and execution of the ASA by the San Francisco Public Works Director or the Director's designee; and be it further

RESOLVED, In consideration for funding both (a) operations, maintenance, and activations of China Basin Park and (b) management services under the Management Agreement, through direct Mission Rock Owners Association contributions to Developer affiliate in lieu of levying the Contingent Services Special Taxes under the Mission Rock CFD, and the economies of scale that may be achieved by one entity leasing China Basin Park and managing Port Assets under the Management Agreement, the Port Commission recommends that Port staff, in consultation with the City Attorney's Office, seek Board of Supervisors' approval to waive any applicable requirements of the City's policies regarding competitive bidding and competitive solicitations for the Park Lease and Loan Agreement and the Management Agreement; and be it further

RESOLVED, Upon approval of such waivers and of the agreements by the Board of Supervisors, Port staff shall proceed to execute the Park Lease and Loan Agreement and the Management Agreement, each with substantially the same terms as, and under the authority set forth in, this resolution and accompanying memorandum to the Port Commission; and be it further

RESOLVED, That the Port Commission approves the Port consent to SF Giants Commemorative Paver program sponsorship agreement as described in this resolution and the accompanying memorandum to the Port Commission; and be it further

RESOLVED, That if the Mission Rock Owners Association does not annually provide contributions for the operation and maintenance of China Basin Park or other Port Assets and open spaces pursuant to the Park Lease and Loan Agreement and the Management Agreement that are equal to the Maximum Contingent Services Special Tax Amount under the Mission Rock CFD for that year, then the Port will direct the Administrator of the Mission Rock Special Tax District to levy the Contingent Services Special Tax in the amount of any shortfall; and be it further

RESOLVED, That the Port Commission authorizes the Executive Director, in consultation with the City Attorney and Bond Counsel, to take any and all actions necessary to amend, revise, or restate the Management Agreement and all other agreements authorized in this resolution to ensure spaces financed with tax-exempt bond proceeds comply with applicable IRS laws and regulations, and further remain well-maintained, open, available, and a benefit to the public; and be it further

RESOLVED, That the Port Commission authorizes the Executive Director, in consultation with the City Attorney, to take any and all actions reasonably necessary or advisable to effectuate the purpose and intent of this resolution, including but not limited to amending any of the approved agreements and exhibits thereto, which actions are in the best interests of the City and Port, and that do not materially increase the obligations or liabilities of the Port or materially reduce the rights of the Port, such determination to be conclusively evidenced by the execution and delivery by the Executive Director of such documents.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of February 11, 2025.

DocuSigned by:

A blue ink signature of Jenica Lin, written in a cursive style.

Secretary

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EXHIBIT A Site Map

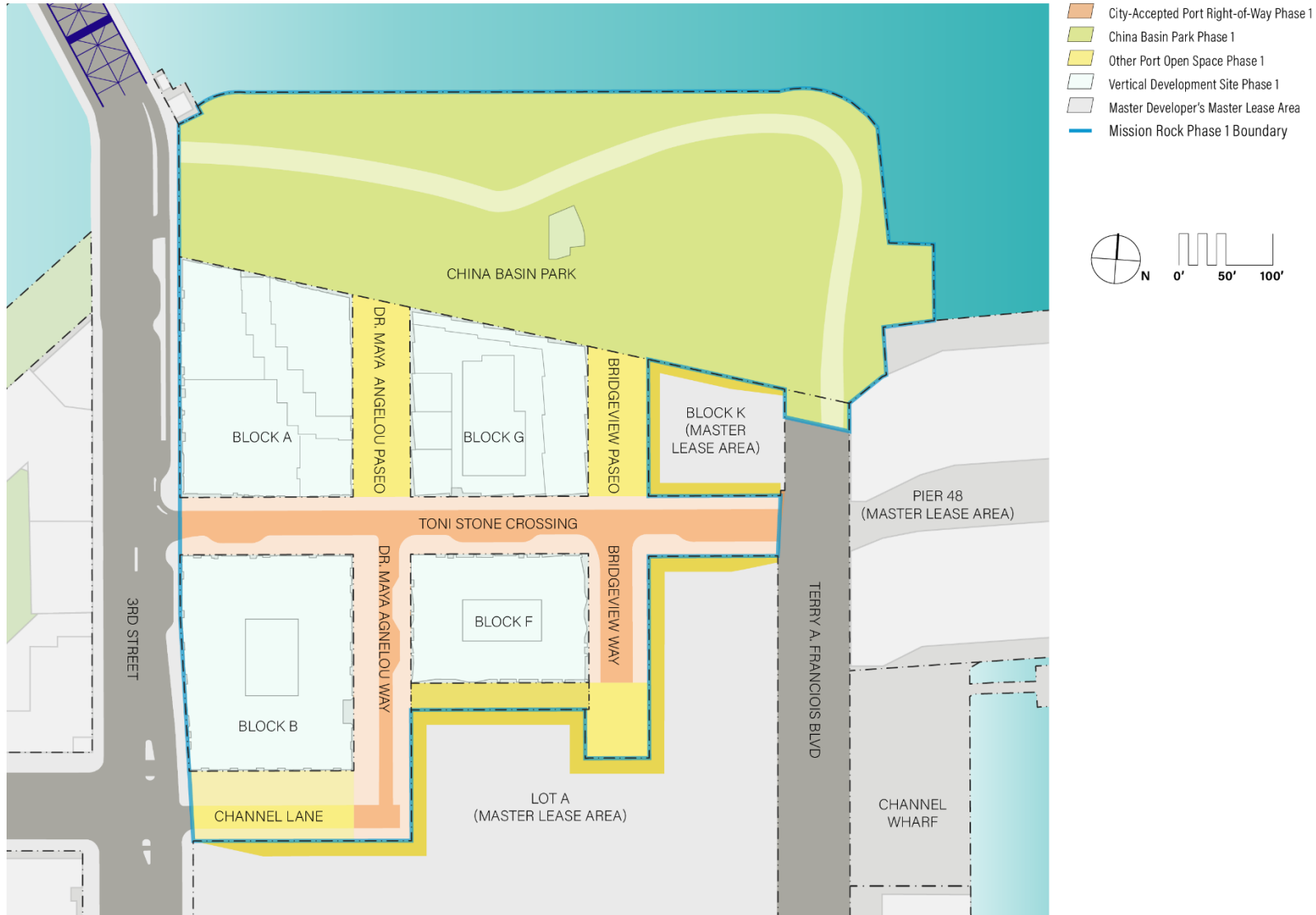


EXHIBIT B

Port Open Space Assets

Port Open Space Assets

With the exception of limited 3rd party utility systems, all improvements constructed within Port open space will be owned and maintained by the Port. Assets in Port open space include:

- Canopy trees, turf grass, landscaped planting areas, and associated irrigation systems;
- A central rain garden used to treat stormwater runoff for the entire Phase 1 development (Port open spaces, city rights-of-way, and vertical development parcels), and associated boardwalk;
- A dog run and dog relief area;
- Lightweight fill (used to elevate the site to mitigate against future sea-level rise);
- A public restroom building, and assorted hardware and fixtures;
- A sandy “beach” area;
- Surface paving;
- Two sculptural art installations;
- Three stormwater lift stations and associated infrastructure used to convey stormwater to and from the central rain garden;
- Ramps, staircases, and assorted railings,
- Retaining walls;
- Site lighting elements;
- Site furnishings (e.g. benches, picnic tables, movable seating and tables);
- Underground utility systems;
- Wayfinding and site information signage;
- Interim site features that will be removed in future phases needed to ensure the site performs safely and functionally (the cul-de-sac at the southern terminus of Bridgeview Street, and Sloped berms to conform the elevated Phase 1 site safely meet existing grade

EXHIBIT C

Port ROW Assets

Port ROW Assets

As established in the maintenance matrix attached as an exhibit to the Interjurisdictional MOU, most non-standard items within the City ROWs are Port Acceptance Items. As such, the Port will own, maintain, and have liability for these items. This arrangement will be memorialized via the IMEP between Public Works and the Port upon approval by the BOS, which is anticipated early next year. Port ROW Assets include:

Furniture and Vertical Elements

- Three sculptural public art installations 1 (Toni Stone)
- Custom benches
- Custom waste receptacles
- Custom wayfinding signage
- Two retractable bollards operation pedestals and associated electrical conduit used by the San Francisco Fire Department to lower the retractable bollards and gain access to the Bridgeview and Dr. Maya Angelou Paseos
- Tree grates
- Sidewalk landscaping areas and associated irrigation systems

Unique Design Features on Dr. Maya Way

- Flush Electrical Outlets, and associated infrastructure (electrical conduit, junction boxes, etc.)
- Stone Blocks (Streetlight Protection Elements on Dr. Maya Angelou Way)
- A Trench Drain running the length of the street
- Trapezoidal Tactile Delineators in lieu of curbs to ensure people with vision to ensure people with vision impairments can safely navigate the roadway
- Fire Lane Markers defining the roadway
- Custom surface paving

Miscellaneous Items

- Non-standard concrete paving within the Toni Stone / Dr. Maya Angelou Way intersection
- Unit pavers installed in the Bridgeview Street sidewalk furnishing zone
- Interim surface features in the Channel Lane / Dr. Maya Angelou Way intersection that will be removed when Phase 2 is constructed
- Two underground storm drain mains connecting the Bridgeview and Dr. Maya Angelou Paseos to the SFPUC storm drain main in Toni Stone Crossing
- Underground electrical conduit serving China Basin Park connecting the Bridgeview Paseo to SFPUC 12-kV electrical infrastructure on Toni Stone Crossing
- Custom “deepened curbs” adjacent to planting areas
- Nonstandard curb wrapping around PG&E manhole and associated railing on 3rd Street fronting China Basin Park

EXHIBIT D

Bay Trail Commemorative Paver Design Concept and Proposed Location

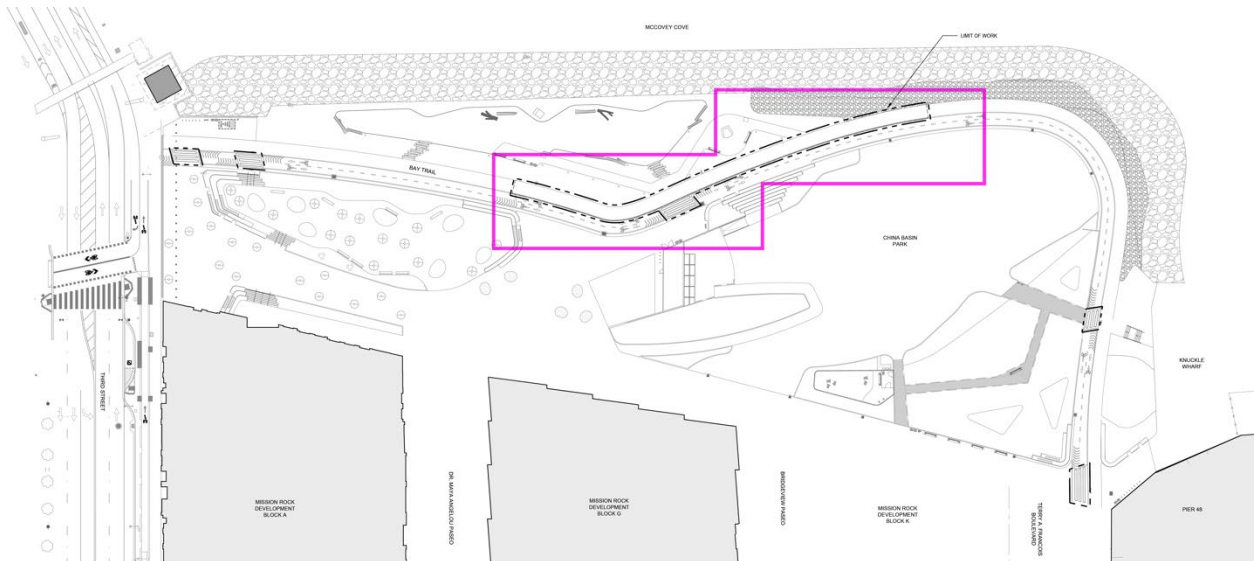


EXHIBIT E
CHINA BASIN PARK AND PASEO AND OPEN SPACE
FIRST YEAR OPERATING BUDGET

[Attached as separate document]



TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Adam Thongsavat, Liaison to the Board of Supervisors
RE: [Master Encroachment Permit and Major Encroachment Permit - Mission Rock]
DATE: March 25, 2025

Resolution granting revocable permission to the Port of San Francisco to maintain encroachments in the public right-of-way, including but not limited to non-standard roadway and sidewalk treatments, stormwater drainage elements and infrastructure, street furnishings, public art installations, custom benches and trash receptacles, non-standard way-finding signage, operational pedestals for retractable bollards, streetlight protection elements and stone blocks, landscaping and irrigation, shared public way improvements under an Interdepartmental Master Encroachment Permit; granting revocable permission to Mission Rock Horizontal Sub (Phase I), L.L.C., a Delaware limited liability company, to maintain monitoring instruments associated with the required monitoring of lightweight cellular concrete installed throughout Phase 1A of the Mission Rock project under a Lightweight Cellular Concrete Monitors Major Encroachment Permit; adopting environmental findings under the California Environmental Quality Act; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and authorizing the Director of Public Works to enter into amendments or modifications to the Interdepartmental Master Encroachment Permit, the Lightweight Cellular Concrete Monitors Major Encroachment Permit, and the associated maintenance agreements, that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the Permit and associated Agreements or this Resolution.

Should you have any questions, please contact Adam Thongsavat at adam.thongsavat@sfgov.org