

CONDITIONAL ASSIGNMENT OF WARRANTIES AND GUARANTIES

FOR VALUE RECEIVED, FC PIER 70, LLC, a Delaware limited liability company (“**PIER 70**”), does hereby conditionally assign to: (i) the City and County of San Francisco, a municipal corporation of the State of California (the “**City**”), all of its right, title and interest in and to any and all warranties and guaranties to the extent possible (collectively, “**City Warranties**”) to the facilities to be accepted by the City in accordance with that certain that certain Pier 70 SUD Improvement Matrix (“**Matrix**”) (collectively, the “**City Acquisition Facilities**”, or individually, a “**City Acquisition Facility**”); and (ii) the Port all of its right, title and interest in and to any and all warranties and guaranties to the extent possible (collectively, “**Port Warranties**”, and collectively with City Warranties, “**Warranty(ies)**”) to the facilities to be accepted by the Port in accordance with the Matrix (collectively, the “**Port Acquisition Facilities**” or individually, a “**Port Acquisition Facility**”). The Matrix is attached hereto as Exhibit A-1.

This Conditional Assignment of Warranties and Guaranties (the “**Assignment**”) is being made in connection with Section 8 and Exhibit E of that certain Public Improvement Agreement dated as of September 15, 2020, by and between PIER 70, the City, and the Port (the “**PIA**”).

The parties hereto agree that if the Port or City or any of their successors and/or assigns exercise any right of repair, warranty, guaranty, or other right against PIER 70, if any, with respect to a City Acquisition Facility or a Port Acquisition Facility which is also the subject of a Warranty, PIER 70, at its option, without any requirement that it do so, may enforce the Warranty. If PIER 70 fails to perform the work, as required by the PIA, demanded by the Port or City following written notice and a reasonable opportunity to cure, the Port or the City shall have the sole right and privilege to enforce the Warranty. 60 days shall be considered a reasonable opportunity, unless the applicable work is not capable of being fully performed within such 60-day period, in which event PIER 70 must have commenced a cure within such 60-day period and work diligently to complete the work within a reasonable time thereafter.

This Assignment shall be binding upon and inure to the benefit of the successors and assigns of PIER 70 and the Port, and the City.

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

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

Director of Public Works
City and County of San Francisco
49 South Van Ness Ave, Suite 1900
San Francisco, CA 94103
Attn: Infrastructure Task Force

With copies to:

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Public Works General Counsel

Reference: Pier 70 28-Acre Site Project

And

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

In the case of a notice or communication to Port:

Port of San Francisco
Pier 1
San Francisco, CA 94111
Attn: Rebecca Benassini,
Deputy Director, Real Estate
and Development
Email: rebecca.benassini@sfport.com

with copies to:

Director of Public Works
City & County of San Francisco
49 South Van Ness Ave, Suite 1600
San Francisco, CA 94103
Attn: Infrastructure Task Force
Email: DPW-ITF@sfdpw.org

And

Port of San Francisco
Pier 1
San Francisco, CA 94111
Attn: Michelle Sexton, General Counsel
Email: Michelle.Sexton@sfcityatty.org

In the case of a notice or communication to PIER 70:

FC PIER 70, LLC,
685 Market Street
San Francisco, CA 94105
Attn: Jack Sylvan
Email: Jack.Sylvan@brookfieldpropertiesdevelopment.com

with a copy to:

Gibson Dunn & Crutcher
555 Mission Street, Suite 3000

San Francisco, CA 94105-0921
Attention: Neil Sekhri & Allison Kidd
Email: nsekhri@gibsondunn.com and
akidd@gibsondunn.com

Any mailing address or email may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Assignment shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. For the convenience of the parties, copies of notices may also be given by email. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of an emailed copy of the notice.

This Assignment may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one instrument. Delivery of an executed counterpart of a signature page to this Agreement by pdf. or other electronic transmission shall be effective as delivery of a manually executed counterpart.

The terms of this Assignment may not be modified or amended except by an instrument in writing executed by each of the parties hereto. The waiver or failure to enforce any provision of this Assignment shall not operate as a waiver of any future breach of any such provision or any other provision hereof. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of California.

Nothing in this Assignment shall be construed in any way to alter, amend or otherwise relieve PIER 70 of its warranty or guaranty responsibilities, with respect to any improvements, under the PIA.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of
5/9/2022

PIER 70:

FC PIER 70, LLC,

a Delaware limited liability company

DocuSigned by:
Jack Sylvan
By: _____
4FF58C51F7A8443...
Name: Jack Sylvan
Its: Authorized Signatory

PORT:

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

DocuSigned by:
Elaine Forbes
By: _____
BD2F0B693FFE43F...
Elaine Forbes
Port Director

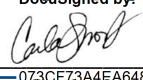
APPROVED AS TO FORM:
DAVID CHIU, City Attorney

DocuSigned by:
Annette Mathai-Jackson
By: _____
1A0CEF23A2B745B...
A. Mathai-Jackson
Deputy City Attorney

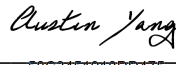
[Signatures Continue on Following Page]

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

DocuSigned by:

By: _____
073CF73A4EA6486...
Name: Carla Short
Its: Interim Director of Public Works

APPROVED AS TO FORM:
DAVID CHIU, City Attorney

DocuSigned by:

By: _____
58C3451918DD475...
Austin Yang
Deputy City Attorney

[End of Signatures]

Exhibit A-1: Pier 70 SUD Improvement Matrix¹

	Specific Improvement	General Description	Permitting Authority	Improvement Ownership Party	Party Having Liability ²	Party Responsible for Maintenance ³⁴	Instrument Memorializing Maintenance Duties	Party Responsible for Providing Maintenance Funding Source	Additional Notes
Real Property underlying Dedicated Right-of-Ways and Open Space Lands									
1.	Real Property underlying Dedicated Right-of-Ways	<i>Real property underneath public streets, as depicted. Improvements to be handled per entries below</i>	While real property should remain with fee owner, excavation permitting should follow permitting authority for surface improvements	Port / City	Per improvement entries below	Per improvement entries below			<ul style="list-style-type: none"> • See Jurisdictional MOU Exhibits B-1 and B-2. • Fee title to land to remain under Port ownership as Trustee of Trust Lands and for Trust Termination Lands. • Port Streets subject to Trusts: 20th Street, Maryland Street, eastern portion of 22nd Street, Waterfront Street (See Jurisdictional MOU Exhibit B-1). • Port Streets not subject to Trusts: 21st Street, Louisiana Street, southern portion of Michigan Street, Maryland Street south of 22nd Street (See Jurisdictional MOU Exhibit B-1). • City Streets: western portion of 20th Street, western portion of 22nd Street, and unimproved/southern portion of Michigan Street from 21st Street to 22nd Street (See Jurisdictional MOU Exhibit C).
2.	Real Property underlying Open Space Lands	<i>Real property only- Improvements to be handled per entries below</i>	Port	Port	Per improvement entries below	Per improvement entries below			<ul style="list-style-type: none"> • Fee title to land to remain under Port ownership as Trustee of Trust Lands and for Trust Termination Lands.
Improvements in Dedicated Right-of-Ways									
3.	<i>Standard Roadway</i>	<i>City standard roadway including appropriate</i>	Public Works	Public Works	Public Works	Public Works	Jurisdictional MOU	Public Works	<ul style="list-style-type: none"> • Utility owner owns facilities and is responsible for maintenance.

¹ Responsibilities in this matrix are based on an understanding that City agencies will not be required to pay rent to occupy Port land, except as may be required pursuant to separate MOUs (including, but not limited to, the 20th Street Pump Station MOU).

² Where identified as “Port or its assignee,” liability and maintenance responsibilities will be allocated between Port and assignee in accordance with the governing assignment agreement.

³ Maintenance is defined to include upkeep, repair, restoration, and life cycle replacement. Where maintenance obligation belongs to a private party for improvements in the right of way, obligations will be reflected in MEP. SFPUC will only be required to restore their work areas with temporary pavement in non-standard roadways.

⁴ See footnote 2.

	Specific Improvement	General Description	Permitting Authority	Improvement Ownership Party	Party Having Liability ²	Party Responsible for Maintenance ³⁴	Instrument Memorializing Maintenance Duties	Party Responsible for Providing Maintenance Funding Source	Additional Notes
		<p><i>subgrade preparation, concrete base paving, asphalt concrete wearing surface, curb and gutter, but excludes sidewalk.</i></p> <p><i>Streets built to City standards to become Dedicated Right-of-Ways.</i></p>							<ul style="list-style-type: none"> • SFMTA to maintain striping. • Pier 70 CFD Services Special Taxes will provide partial funding only if street sweeping is not covered by sewer fees. • Public Works to provide life cycle replacement and other maintenance. • Cycle tracks and associated facilities to be operated and maintained by SFMTA.
4.	<i>Non-Standard Roadway Treatment</i>	<p><i>Non-standard treatments on Dedicated Right-of Ways including but not limited to raised crosswalks, cobblestones, unit pavers or decorative paving in the roadway, non-standard detectable warning pavement, or other non-standard materials in Dedicated Right of Ways, including thickened PCC sub-slab beneath the pavers.</i></p>	Port	Port or its assignee	Port or its assignee	Port or its assignee	MEP	Port or its assignee	<ul style="list-style-type: none"> • If non-standard features on City Street, City will not accept non-standard feature for maintenance and liability purposes. • “Port or its assignee” refers to non-city responsibility (e.g. Developer, HOA, management entity). • Port or designee to maintain lifecycle replacement, and paver/materials repair • Port or designee is responsible to restore non-standard roadway treatment after any utility excavations by the SFPUC • Pier 70 CFD Services Special Taxes will fund maintenance of non-standard features.
5.	<i>Standard Sidewalk Corner</i>	<p><i>Standard corner curb returns, curb ramps including the wings; sidewalk area at corners between extensions of the adjacent property lines; sidewalk bulb-outs at corners with extensions of property lines; standard curb ramps including wings within non-standard curb returns/sidewalk corners.</i></p>	Public Works	Public Works	Public Works	Public Works	Jurisdictional MOU	Public Works	

	Specific Improvement	General Description	Permitting Authority	Improvement Ownership Party	Party Having Liability ²	Party Responsible for Maintenance ³⁴	Instrument Memorializing Maintenance Duties	Party Responsible for Providing Maintenance Funding Source	Additional Notes
6.	Standard Sidewalks	Standard sidewalks, including bulb-outs, and pedestrian throughways	Public Works	Public Works	Fee owner of parcel fronting the sidewalk or, for Port development parcels, Parcel Lease tenant of fronting parcel, as applicable	Fee owner of parcel fronting the sidewalk or, for Port development parcels, Parcel Lease tenant of fronting parcel, as applicable, unless assigned by MEP	MEP and/or other instrument, depending on who performs the maintenance	Port, as CFD Administrator, or its assignee	<ul style="list-style-type: none"> Sidewalks are part of Dedicated Right-of-Ways, and Port proposes to dedicate these improvements to the City. While Public Works would permit and own the sidewalks, Public Works Code Section 706 assigns sidewalk liability and maintenance to the fronting property owner (which, within the Pier 70 SUD, will be any owner of a fee interest or, for Port development parcels, any Parcel Lease tenant. Without limiting the indemnity provisions of an applicable Parcel Lease, if the Port determines that the Parcel Lease tenant or a separate Management Entity created for this purpose desires to take over the sidewalk maintenance obligations on behalf of some or all of the fronting property owners within the Pier 70 SUD, or if the Pier 70 Master Association desires to take over this obligation on behalf of its fee owner or Parcel Lease tenant members, such sidewalk maintenance obligations will be documented in the MEP with the Port, in which the Port, as Permittee, is authorized to assign or partially assign that responsibility to the Management Entity and/or the Pier 70 Master Association, as applicable, and the level of service should be equivalent to that required by PW Code 706. Once assigned, Port will be relieved of sidewalk liability and maintenance obligations. Ownership, maintenance and funding will be equivalent for standard and non-standard sidewalks. The Pier 70 CFD Services Special Taxes will fund maintenance of the sidewalks instead of the fronting property owners individually funding maintenance.

	Specific Improvement	General Description	Permitting Authority	Improvement Ownership Party	Party Having Liability ²	Party Responsible for Maintenance ³⁴	Instrument Memorializing Maintenance Duties	Party Responsible for Providing Maintenance Funding Source	Additional Notes
7.	<i>Sidewalk elements Dedicated Right-of-Ways</i>	<i>Elements in Sidewalk Streetlife Zone: Seating, Trash/Recycling Receptacles, Bollards, and Bike Racks.</i>	Public Works	Port or its assignee	Port or its assignee	Port or its assignee	MEP	Port or its assignee	<ul style="list-style-type: none"> For trash: Public Works will be responsible for repair of standard trash receptacles due to damage or degradation and replacement at the end of the life cycle; Public Works responsible for collecting trash and recycling from all trash receptacles in the public right-of-way. MTA will be responsible for standard bike racks. Pier 70 CFD Services Special Taxes will fund maintenance of sidewalk elements.
8.	<i>Streetlife Zone Planting: Street Trees</i>	<i>Trees planted within the sidewalk landscape zone, after an establishment period, fronting private property</i>	Public Works	Public Works	Public Works	Public Works, or third party via voluntary agreement	Jurisdictional MOU, or third party via voluntary agreement	Public Works	<ul style="list-style-type: none"> Charter 16.129(c) allows third party to maintain trees under an agreement with Public Works and take on liability and maintenance. This responsibility could be incorporated into a larger MEP, but it may make sense to document separately.
9.	<i>Non-standard Sidewalk Streetlife Zone</i>	<i>Non-standard improvements in sidewalk streetscape/street furniture zone including pavers, landscape, irrigation, intermediate curbs, sidewalk corners and bulb outs</i>	Public Works	Port or its assignee	Port or its assignee	Port or its assignee	MEP	Port or its assignee	<ul style="list-style-type: none"> For trash: Pursuant to the MEP, Port or its assignee to own, maintain and have liability for the non-standard trash can reviewed and approved by DPW and Recology as part of the Phase 1 SIP. Port or its assignee will not be requesting a substitution of the approved non-standard trash can when a new City-standard trash can becomes available and Public Works agrees that the approved non-standard trash can may be used in future phases of the project. Public Works is responsible for collecting trash and recycling from all non-standard trash receptacles in the public right-of-way that meet City standards for access, including the trash can approved in the Phase 1 SIP. Non-Standard Bike Rack: SFMTA will provide emergency maintenance (not including full replacement) for non-

	Specific Improvement	General Description	Permitting Authority	Improvement Ownership Party	Party Having Liability ²	Party Responsible for Maintenance ³⁴	Instrument Memorializing Maintenance Duties	Party Responsible for Providing Maintenance Funding Source	Additional Notes
									standard bike racks that have been approved by SFMTA (including the cast iron bike rack approved for Phase 1). <ul style="list-style-type: none"> • Pier 70 CFD Services Special Taxes will fund maintenance of non-standard improvements in sidewalk streetlife zone, except as noted above.
10.	<i>Louisiana Street (between 20th and 21st Streets, an Unaccepted Port Street) – Roadway Treatment, Sidewalk Corner, Signage and Striping, joint trench, and the combined sewer system (e.g. pipes, manholes, catch basins, and appurtenances)</i>	<i>This is a non-standard street and not intended for acceptance by the City.</i>	Port	Port or its assignee	Port or its assignee	Port or its assignee	TBD [Port to self-perform or enter third-party agreement]	Port or its assignee	<ul style="list-style-type: none"> • Includes drainage obligations in Louisiana Street. • Pier 70 CFD Services Special Taxes will fund maintenance of this street segment.
	Streetlights								
11.	<i>Standard Street Lights</i>	<i>SFPUC standard street lights, roadway lighting and pedestrian lighting, including poles, luminaires, electrical cables, pull-boxes and conduit</i>	If in Dedicated Right-of-Way → Public Works with signoff from PUC. If in Unaccepted Port Street → Port with signoff from PUC	SFPUC	SFPUC	SFPUC	Jurisdictional MOU	SFPUC	<ul style="list-style-type: none"> • Includes street lights that are added to the SFPUC’s standard list • Port responsible for issuing banner permits

	Specific Improvement	General Description	Permitting Authority	Improvement Ownership Party	Party Having Liability ²	Party Responsible for Maintenance ³⁴	Instrument Memorializing Maintenance Duties	Party Responsible for Providing Maintenance Funding Source	Additional Notes
12.	<i>Non-Standard Street Lights</i>	<i>Street lights not contained in SFPUC's current catalog; roadway lighting and pedestrian lighting; including poles, luminaires, electrical cables, pull-boxes and conduit</i>	If in City Dedicated Right-of-Way → Public Works with signoff from PUC. If in Unaccepted Port Street → Port with signoff from PUC	SFPUC	SFPUC	SFPUC	Jurisdictional MOU and Public Works Order No: 203570	SFPUC	<ul style="list-style-type: none"> • See Public Works Order No: 203570 for details on conditions for SFPUC to maintain approved non-standard streetlights • Port responsible for issuing banner permits
<i>Bike Lanes and Paths</i>									
13.	<i>Standard Bike Lanes and Paths</i>	<i>Class II or Class III bike facilities in the roadway and Dedicated Right-of-Way, including pavement, striping, delineators, signing, striping, and median separators up to back of curb adjacent to vehicular roadway</i>	If in City Dedicated Right-of-Way → Public Works with signoff from SFMTA. If in Unaccepted Port Street → Port with signoff from SFMTA	SFMTA	SFMTA	SFMTA	Jurisdictional MOU	SFMTA	<ul style="list-style-type: none"> • Public Works will maintain paving in standard roadway. • SFMTA will maintain striping
14.	<i>Non-Standard Bike Lanes and Paths</i>	<i>Non-standard Class II or Class III bike facilities in the roadway and Dedicated Right-of-Ways, including pavement, striping, delineators, signing, striping, and median separators up to back of</i>	If in City Dedicated Right-of-Way → Public Works with signoff from SFMTA.	SFMTA	SFMTA	SFMTA	Jurisdictional MOU	SFMTA	<ul style="list-style-type: none"> • Special paving upkeep and replacement by the Port or assignee using Pier 70 CFD Services Special Taxes as funding source. • Applies to Class III bikeways on portions of 20th, 22nd and Maryland Streets and Class II bikeways on 22nd Street.

	Specific Improvement	General Description	Permitting Authority	Improvement Ownership Party	Party Having Liability ²	Party Responsible for Maintenance ³⁴	Instrument Memorializing Maintenance Duties	Party Responsible for Providing Maintenance Funding Source	Additional Notes
		<i>curb adjacent to vehicular roadway</i>	If in Unaccepted Port Street → Port with signoff from SFMTA						
15.	<i>Blue Greenway / Bay Trail in Dedicated Right-of-Way</i>	<i>Multi-use trail with bike facilities in 20th St. Portion of the path goes into the "sidewalk" area on 20th Street from Georgia to Waterfront Street.</i>	If in City Dedicated Right-of-Way → Public Works with signoff from SFMTA. If in Unaccepted Port Street → Port with signoff from SFMTA	SFMTA	SFMTA	SFMTA	Jurisdictional MOU	SFMTA	
Miscellaneous elements									
16.	<i>Driveways</i>	<i>Driveway sidewalk aprons including the curb (Curb Cut) along width of driveway</i>	If in City Dedicated Right-of-Way → Public Works. If in Unaccepted Port Street → Port	Public Works Port or its assignee	Fee owner of parcel fronting the driveway or, for Port development parcels, Parcel Lease tenant of fronting parcel, as applicable	Fee owner of parcel fronting the driveway or, for Port development parcels, Parcel Lease tenant of fronting parcel, as applicable, unless assigned by MEP	MEP and/or other instrument, depending on who performs the maintenance	Port, as CFD Administrator, or its assignee	<ul style="list-style-type: none"> Should be treated like standard sidewalks above (Row #6).
17.	<i>Custom Trash/Recycling Receptacles</i>	<i>Any trash or recycling receptacles which does not meet City standards</i>	If in City Dedicated Right-of-Way → Public Works.	Port or its assignee	Port or its assignee	Port or its assignee	If in Dedicated Right-of-Way --> MEP If in Unaccepted Port Street -->	Port or its assignee	<ul style="list-style-type: none"> For trash: Pursuant to the MEP, Port or its assignee to own, maintain and have liability for the non-standard trash can reviewed and approved by DPW and Recology as part of the Phase 1 SIP. Port or its assignee will not be requesting a substitution of the approved non-standard

	Specific Improvement	General Description	Permitting Authority	Improvement Ownership Party	Party Having Liability ²	Party Responsible for Maintenance ³⁴	Instrument Memorializing Maintenance Duties	Party Responsible for Providing Maintenance Funding Source	Additional Notes
			If in Unaccepted Port street → Port				Port to determine		<p>trash can when a new City-standard trash can becomes available and Public Works agrees that the approved non-standard trash can may be used in future phases of the project. Public Works is responsible for collecting trash and recycling from all non-standard trash receptacles in the public right-of-way that meet City standards for access, including the trash can approved in the Phase 1 SIP.</p> <ul style="list-style-type: none"> Pier 70 CFD Services Special Taxes will fund maintenance of custom trash/recycling receptacles, except as noted above.
18.	<i>Bollards in right of way</i>	<i>Various types at flush curb conditions or fire access terminus</i>	<p>If in Dedicated Right-of-Way → Public Works.</p> <p>If in Unaccepted Port Street → Port</p>	Port or its assignee. If bollard stops/prohibits vehicular access MTA may need to approve temporary street closure	Port or its assignee	Port or its assignee	<p>If in Dedicated Right-of-Way --> MEP</p> <p>If in Unaccepted Port Street --> Port to determine</p>	Port or its assignee	<ul style="list-style-type: none"> Pier 70 CFD Services Special Taxes will fund repair and replacement of bollards due to damage or life cycle degradation and restoring bollards if removed for utility excavations by the SFPUC.
19.	<i>Retaining Walls in Dedicated Right-of-Ways</i>	<i>Retaining walls constructed to support area adjacent to roadway or support roadway where higher than adjacent area</i>	Public Works (this assumes retaining walls are in Dedicated Right-of-Way)	Port or its assignee	Port or its assignee	Port or its assignee	MEP	Port or its assignee	<ul style="list-style-type: none"> Port or its assignee will be responsible for repair and replacement of retaining walls due to damage or life cycle degradation
20.	<i>Building 15 Structural Frame</i>	<i>Historic structure consisting of steel frame over roadway supported by columns with protective barrier at ground plane.</i>	Public Works (this assumes encroachment is in Dedicated Right-of-Way)	Port or its assignee	Port or its assignee	Port or its assignee	MEP	Port or its assignee	<ul style="list-style-type: none"> Includes structural frame within the entire right-of-way and Building 12 Plaza including protective elements Port or its assignee purchases insurance as a rider to Port's insurance Maintenance per MEP

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									<ul style="list-style-type: none"> Pier 70 CFD Services Special Taxes will fund maintenance of Building 15 frame.
21.	<i>Standard Bike Racks/Corrals</i>	<i>SFMTA standard bike racks</i>	If in Dedicated Right-of-Way → Public Works approval for initial design with signoff from SFMTA. If in Unaccepted Port Street → Port approval for initial design with signoff from SFMTA	SFMTA	SFMTA	SFMTA	Jurisdictional MOU	SFMTA	<ul style="list-style-type: none"> Will not be accepted by Public Works.
22.	<i>Non-Standard Bike Rack/Corrals</i>	<i>A. SFMTA approved non-standard bike rack</i>	If in City Dedicated Right-of-Way → Public Works approval for initial design with signoff from SFMTA.	SFMTA	SFMTA	SFMTA	MEP	SFMTA	
		<i>B. Non-SFMTA approved non-standard bike rack</i>	If in Unaccepted Port Street → Port approval for initial design with signoff from SFMTA	Port or its assignee	Port or its assignee	Port or its assignee	MEP	Port or its assignee	<ul style="list-style-type: none"> SFMTA will provide emergency maintenance (not including full replacement) for non-standard bike racks that have been reviewed by SFMTA (including the cast iron bike rack reviewed for Phase 1). Pier 70 CFD Services Special Taxes will fund maintenance of non-SFMTA approved non-standard bike racks, except as noted above.

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23.	<i>Non-Standard Roadway Signage</i>	<i>Any additional decorative signage for wayfinding, interpretive, art, etc.</i>	If in City Dedicated Right-of-Way → Public Works. If in Unaccepted Port Street → Port	Port or its assignee	Port or its assignee	Port or its assignee	MEP	Port or its assignee	<ul style="list-style-type: none"> SFMTA to address standard roadway signage. Pier 70 CFD Services Special Taxes will fund maintenance of non-standard roadway signage.
24.	<i>Traffic Signals</i>	<i>Traffic signal heads, poles, cabinets, conduits and all related appurtenances (excluding street lights)</i>	If in Dedicated Right-of-Way → Public Works approval for initial design with signoff from SFMTA. If in Unaccepted Port Street → Port approval for initial design with signoff from SFMTA	SFMTA	SFMTA	SFMTA	Jurisdictional MOU	SFMTA	
25.	<i>Standard Roadway Signage and Striping</i>	<i>Traffic Routing signage and striping per State and Federal Guidelines, including but not limited to stop signs, speed limit signs, travel lane striping and crosswalk striping</i>	If in Dedicated Right-of-Way → Public Works approval for initial design with signoff from SFMTA. If in Unaccepted Port Street →	SFMTA	SFMTA	SFMTA	Jurisdictional MOU	SFMTA	Includes standard striping and signage on non-standard roadways.

	Specific Improvement	General Description	Permitting Authority	Improvement Ownership Party	Party Having Liability ²	Party Responsible for Maintenance ³⁴	Instrument Memorializing Maintenance Duties	Party Responsible for Providing Maintenance Funding Source	Additional Notes
			Port approval for initial design with signoff from SFMTA						
26.	<i>Bike Rental and Bike Share Stations</i>	<i>non-standard bike rental and sharing facilities within the Dedicated Right-of-Way or Open Space Lands</i>	If in Dedicated Right-of-Way → Public Works approval for initial design with signoff from SFMTA. If in Dedicated Right-of-Way → Port approval for initial design with signoff from SFMTA	Private Entity	Private Entity	Private Entity	Special Bike Share Station Permit through SFMTA	Private entity	<ul style="list-style-type: none"> • No reimbursement sought • License required if in Port jurisdiction
27.	<i>Parking Meters</i>	<i>Parking Meters meeting SFMTA standard</i>	If in Dedicated Right-of-Way → Public Works approval for initial design with signoff from SFMTA. If in Unaccepted Port Street → Port approval for initial design with signoff from SFMTA	SFMTA	SFMTA	SFMTA	Jurisdictional MOU and SFMTA-Port Parking MOU	SFMTA	<ul style="list-style-type: none"> • MOU between Port and SFMTA regarding maintenance and revenue sharing for parking meters on Port streets

	Specific Improvement	General Description	Permitting Authority	Improvement Ownership Party	Party Having Liability ²	Party Responsible for Maintenance ³⁴	Instrument Memorializing Maintenance Duties	Party Responsible for Providing Maintenance Funding Source	Additional Notes
28.	<i>Department of Technology (DT) Facility</i>	<i>Fire Alarm Boxes, vaults, conduits and pull-boxes for DT fiber-optic network and Public Safety network</i>	Public Works approval if in Dedicated Right-of-Way; DT to inspect	DT	DT	DT	TBD	DT	
29.	<i>SFPUC Power System</i>	<i>vaults, conduits, pull-boxes, ground rods, and appurtenances in accordance with SFPUC Rules and Regulations Governing Electrical Service</i>	Public Works approval for initial design if in Dedicated Right-of-Way; SFPUC to inspect	SFPUC	SFPUC	SFPUC	Jurisdictional MOU and 1990 MOU	SFPUC	
30.	<i>Non-City Utility Systems</i>	<i>Including but not limited to gas facilities, vaults, conduits, cabinets and pull-boxes, and communications</i>	Public Works approval for initial design if in Dedicated Right-of-Way	Utility Owner	Utility Owner	Utility Owner	Franchise Agreement or UCP	N/A	<ul style="list-style-type: none"> Will not be accepted by the City. These facilities will be owned by private utility providers.
31.	<i>Combined Sewer System</i>	<i>permanent pipes, pipe fittings, manholes, catch basins and laterals up to face of vertical curb, storage pipes, outfalls and associated discharge control structure</i>	Public Works approval for initial design if in Dedicated Right-of-Way; SFPUC to inspect	SFPUC	SFPUC	SFPUC	Jurisdictional MOU 1990 MOU	SFPUC	<ul style="list-style-type: none"> MOU between Port and SFPUC Also see Combined Sewer Pump Station Except for the existing 12" and 18" combined sewer pipes and appurtenances in 20th Street, which shall remain under Port ownership and liability.
32.	<i>Auxiliary Water Supply System (AWSS)</i>	<i>permanent pipes, pipe fittings, valves, vaults, above ground structures and infrastructure, pumps, manifolds and hydrants</i>	Public Works approval for initial design right of way if in Dedicated Right-of-Way; SFPUC to inspect	SFPUC	SFPUC	SFPUC	Jurisdictional MOU	SFPUC	
33.	<i>Non-potable Water Distribution System</i>	<i>permanent pipes, pipe fittings, valves, laterals up to and including the meters in accordance with SFPUC regulations</i>	Public Works approval for initial design if in Dedicated Right-of-Way;	SFPUC	SFPUC	SFPUC	Jurisdictional MOU	SFPUC	

	Specific Improvement	General Description	Permitting Authority	Improvement Ownership Party	Party Having Liability ²	Party Responsible for Maintenance ³⁴	Instrument Memorializing Maintenance Duties	Party Responsible for Providing Maintenance Funding Source	Additional Notes
			SFPUC to inspect						
34.	<i>Low Pressure Water System</i>	<i>permanent pipes, pipe fittings, valves, hydrants, laterals up to and including the meters in accordance with SFPUC regulations</i>	Public Works approval for initial design if in Dedicated Right-of-Way SFPUC to inspect	SFPUC	SFPUC	SFPUC	Jurisdictional MOU	SFPUC	<ul style="list-style-type: none"> Division of Responsibility between SFFD and SFPUC per 2015 MOU
35.	<i>LPW/RW Inter-Connections</i>	<i>Temporary inter-connection pipe from LPW to RW, including pipes, valves, backflow preventers and any necessary meters.</i>	Public Works approval for initial design if in Dedicated Right-of-Way; SFPUC to inspect	SFPUC	SFPUC	SFPUC	Jurisdictional MOU	SFPUC	<ul style="list-style-type: none"> As required. Will require an easement or MOU if outside the right-of-way
Miscellaneous Public Improvements									
36.	<i>Open Space Improvements</i>	<i>Park improvements, shoreline repair, and landscaping within Slipway Commons, Waterfront Promenade, Waterfront Terrace, Market Square, Building 12 Plaza, and the open space near Louisiana and 22nd Streets</i>	Port	Port	Port	Port or its assignee	TBD [Port to self-perform and/or enter third-party agreement]	Port or its assignee	<ul style="list-style-type: none"> Pier 70 CFD Services Special Taxes will fund maintenance of Open Space Improvements.
37.	<i>Building 12 Plaza – Benches/Furnishings</i>	<i>Furnishings in the Building 12 plaza area that cross over property line for plaza and sidewalk to address grade change</i>	Port for elements inside property line.	Port	Port	Port or its assignee	MEP	Port or its assignee	<ul style="list-style-type: none"> Pier 70 CFD Services Special Taxes will fund maintenance of Building 12 furnishings that encroach into the sidewalk.
38.	<i>Blue Greenway / Bay Trail in Open Space Lands</i>	<i>Multi-use trail with bike facilities in Shoreline Park</i>	Port	Port	Port	Port or its assignee	TBD [Port to self-perform or enter	Port or its assignee	<ul style="list-style-type: none"> Pier 70 CFD Services Special Taxes will fund maintenance of the Blue Greenway / Bay Trail in Open Space Lands.

	Specific Improvement	General Description	Permitting Authority	Improvement Ownership Party	Party Having Liability ²	Party Responsible for Maintenance ³⁴	Instrument Memorializing Maintenance Duties	Party Responsible for Providing Maintenance Funding Source	Additional Notes
							third-party agreement]		
39.	<i>Retaining Walls in Open Space Lands or on Port Property Outside of Project Boundary</i>	<i>Retaining walls constructed to support area adjacent to roadway or within park and open space areas generally</i>	Port	Port	Port	Port or its assignee	TBD [Port to self-perform or enter third-party agreement]	Port or its assignee	<ul style="list-style-type: none"> Includes retaining walls in Pier 70 Shipyard along 20th St, Irish Hill Park along 21st, and Michigan Terminus along 21st St
40.	<i>Stormwater Drainage, Control Infrastructure, and Detention Structure in Open Space Lands</i>	<i>Permanent SD pipes, pipe fittings, manholes, catch basins, permeable pavement, and detention structure</i>	Port	Port	Port	Port or its assignee	Port-SFPUC Maintenance Agreement as described in the Stormwater Control Plan	Port or its assignee	<ul style="list-style-type: none"> Applies to stormwater management facilities that control runoff generated from public parks by infiltrating flows Pier 70 CFD Services Special Taxes will fund maintenance.
41.	<i>Mid-Block Passageways</i>	<i>publicly owned and accessible midblock passageways</i>	Port	Port	Port	Port or its assignee	TBD [Port to self-perform or enter third-party agreement]; License for private encroachments	Port or its assignee	<ul style="list-style-type: none"> FPO responsible for costs to maintain any building encroachments into MBP Pier 70 CFD Services Special Taxes will fund maintenance of the Midblock Passageways.
42.	<i>Intervening Electrical Switchgear</i>	<i>Electrical switchgear facility between SFPUC and PG&E power, including but not limited to electrical switch components, equipment pads or buildings, fencing, access roads, screening and driveways</i>	Port; SFPUC to inspect	SFPUC	SFPUC	SFPUC	2020 Temporary Power MOU between Port and SFPUC	SFPUC	<ul style="list-style-type: none"> Space and location for Intervening facilities included in Infrastructure Plan Will require additional property rights agreement if not located within right-of-way
43.	<i>Existing Combined Sewer Outfalls</i>	<i>Existing SFPUC Outfalls to remain at 20th St and 22nd St</i>	Port; SFPUC to inspect	SFPUC	SFPUC	SFPUC	1990 MOU	SFPUC	<ul style="list-style-type: none"> MOU between Port and SFPUC to address required improvements and ongoing operation
44.	<i>Pier 70 Shoreline Protection Facilities</i>	<i>Adaptive Management Improvements to be designed and constructed in the future</i>	Port	Port	Port	Port	TBD [Port to self-perform or enter third-party agreement]	Port or its assignee	<ul style="list-style-type: none"> Excludes buildings, which are the responsibility of the building owner. Mitigations to be determined in the future based on monitoring. Port to set aside land for future adaptation.

	Specific Improvement	General Description	Permitting Authority	Improvement Ownership Party	Party Having Liability²	Party Responsible for Maintenance³⁴	Instrument Memorializing Maintenance Duties	Party Responsible for Providing Maintenance Funding Source	Additional Notes
									<ul style="list-style-type: none"> Shoreline CFD provides funding for future Shoreline Protection Facilities, but Pier 70 CFD Services Special Taxes will not fund the ongoing maintenance of those future improvements.
45.	<i>Combined Sewer Pump Station</i>	<i>Pump station, and appurtenances, including the storage pipes located both in and out of Dedicated Right-of-Way</i>	Port; SFPUC to inspect	SFPUC	SFPUC	SFPUC	1990 MOU	SFPUC	<ul style="list-style-type: none"> Port-SFPUC MOU amendment to 1990 MOU for pump station location, access, etc.