

File No. 150513

Committee Item No. _____

Board Item No. 43

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: _____

Date _____

Board of Supervisors Meeting

Date June 2, 2015

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

- PW Letter - May 11, 2015
- DPW Order No. 183581
- Planning GP Referral - October 28, 2013
- OCII Letter - November 1, 2013
- Public Improvement Agreement
- Treasury and Tax Memos - April 24 & May 1, 2015
- Project Maps

Completed by: John Carroll Date May 28, 2015

Completed by: _____ Date _____

1 [Final Map 8303 - Public Improvement Agreement - 1000 Channel Street (SF) Owner, LLC -
2 Mission Bay Block 1, Phase 2]

3 **Motion approving Final Map No. 8303, a 350 residential unit and 2 unit commercial**
4 **mixed use condominium project within Mission Bay Block 1, Phase 2, Assessor's**
5 **Block No. 8715, Lot Nos. 6 and 7; approving a Public Improvement Agreement related**
6 **to the Final Map with 1000 Channel Street (SF) Owner, LLC; and adopting findings**
7 **pursuant to the General Plan, the eight priority policies of Planning Code, Section**
8 **101.1, and the Mission Bay South Redevelopment Plan, Plan Amendments, and Plan**
9 **Documents.**

10
11 **MOVED**, That the certain map entitled "Phase 2 Final Map 8303", a 198 residential unit
12 and 1 commercial unit mixed-use condominium project within lot 1 and a 152 residential unit
13 and 1 commercial unit mixed-use condominium project within lot 2 being a subdivision of lots
14 1 and 2 as shown on Phase 1 Final Map 7472, comprising 2 sheets, approved May 6, 2015,
15 by Department of Public Works Order No. 183,581 together with the Public Improvement
16 Agreement for Mission Bay Block 1, dated May 11, 2015, between the City and County of San
17 Francisco and 1000 Channel Street (SF) Owner, LLC, are hereby approved and said map is
18 adopted as an official Final Map of Assessor's Block No. 8715 Lot Nos. 6 and 7; a copy of
19 said Public Improvement Agreement is on file with the Clerk of the Board in File No. 150513
20 and is incorporated herein by reference; and, be it

21 **FURTHER MOVED**, That the San Francisco Board of Supervisors adopts as its own
22 and incorporates by reference herein as though fully set forth the findings made by the City
23 Planning Department, by its letter dated October 28, 2013, that the proposed subdivision is
24 consistent with the objectives and policies of the General Plan, and the eight priority policies
25 of Planning Code, Section 101.1; a copy of said letter is on file with the Clerk of the Board of

1 Supervisors in File No. 150513, which is hereby declared to be a part of this Motion as set
2 forth fully herein; and, be it

3 FURTHER MOVED, That the San Francisco Board of Supervisors adopts as its own
4 and incorporates by reference herein as though fully set forth the findings made by the
5 Successor Agency to the Redevelopment Agency of the City and County of San Francisco
6 commonly known as the Office of Community Investment and Infrastructure, by its letter dated
7 November 1, 2013, that the proposed subdivision is consistent with the Mission Bay South
8 Redevelopment Plan, Plan Amendments and Plan Documents (as such term is defined
9 therein); a copy of said letter is on file with the Clerk of the Board of Supervisors in File No.
10 150513, which is hereby declared to be a part of this Motion as if set forth fully herein; and, be
11 it

12 FURTHER MOVED, That the San Francisco Board of Supervisors hereby authorizes
13 the Director of the Department of Public Works to enter all necessary recording information on
14 the Final Map and authorizes the Clerk of the Board of Supervisors to execute the Clerk's
15 statement as set forth herein; and, be it

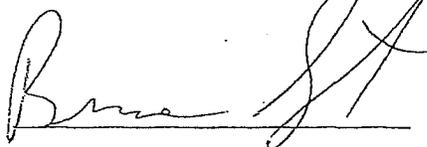
16 FURTHER MOVED, That approval of this map is also conditioned upon compliance by
17 subdivider with all applicable provisions of the California Subdivision Map Act and the San
18 Francisco Mission Bay Subdivision Code and any amendments thereto.

19
20
21 RECOMMENDED:

22 
23

24 Mohammed Nuru
25 Director of Public Works

RECOMMENDED:



Bruce R. Storrs
City and County Surveyor



Edwin M. Lee
Mayor

Mohammed Nuru
Director

Jerry Sanguinetti
Manager

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

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

May 11, 2015

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlet Place, Room 244
San Francisco, Ca 94102-4689

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2015 MAY 12 AM 9:30

A small handwritten mark or signature, possibly a stylized 'S' or 'C', located below the stamp.

Subject: Approval of Final Map 8303 Phase 2-Mission Bay Block 1

Dear Ms. Calvillo:

Attached please find an original and four copies of the Motion for Board of Supervisors approval which will approve Final Map No. 8303 and the Public Improvement Agreement related to the Final Map pursuant to the California Subdivision Map Act and the San Francisco Subdivision Code.

Please find attached one (1) Mylar set of the above referenced Final Map. Also find attached the following accompanying documents (three sets):

1. Motion (1 original/2 copies)
2. Department of Public Works Order No. 183,581
3. Letter dated October 28, 2013 from City Planning Department verifying conformity with the General Plan and Priority Policies set forth in City Planning Code Section 101.1
4. Letter dated November 1, 2013 from the Office of Community Investment and Infrastructure verifying conformity with the Mission Bay South Redevelopment Plan and Plan Documents
5. Statement of Subdivision Security
6. Subdivision Tax Bond
7. Mission Bay Block 1 Public Improvement Agreement
8. Mission Bay Block 1 Improvement Plans (1 set)

Please feel free to contact me for any assistance needed.

Sincerely,

A handwritten signature in cursive script that reads "Barbara L. Moy".

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



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

RECEIVED
BOARD OF SUPERVISORS
MAY 12 AM 9:00



Edwin M. Lee, Mayor
Mohammed Nuru, Director

Barbara L. Moy

DPW Order No: 183581

APPROVING PHASE 2 FINAL MAP NO. 8303, A 350 RESIDENTIAL UNIT AND 2 COMMERCIAL UNIT MIXED USE CONDOMINIUM PROJECT WITHIN ASSESSOR'S BLOCK 8715 LOT 6 AND LOT 7.

A 350 RESIDENTIAL UNIT AND 2 COMMERCIAL UNIT MIXED-USE CONDOMINIUM PROJECT.

The City Planning Department, in its letters dated October 28, 2013, stated that the subdivision is in conformity with the General Plan and the Priority Policies of City Planning Code Section 101.1.

The Office of Community Investment and Infrastructure, in its letter dated November 1, 2013 stated that the subdivision is in conformity with the Mission Bay South Redevelopment Plan and Plan Documents, including the Infrastructure Plan, the Scope of Development and the Design for Development per Section 1434 of the Mission Bay Subdivision Code as well as the Block 1 Major Phase Application.

The Director of Public Works, the Advisory Agency, acting in concurrence with other City agencies, has determined that said Final Map and the Tentative Map related thereto comply with all subdivision requirements. Said Final Map can be approved pursuant to Mission Bay Subdivision Code Section 1455.2 (b) and the Conditions of Approval of the associated Tentative Map. Pursuant to the California Subdivision Map Act and the San Francisco Mission Bay Subdivision Code, the Director recommends that the Board of Supervisors approve the aforementioned Final Map.

Transmitted herewith are the following:

1. One (1) copy of the Motion approving said map – one (1) copy in electronic format.
2. One (1) signed Mylar set of the "Phase 2 Final Map 8303" comprising 2 sheets.
3. One (1) copy of the Statement of Subdivision Security from the Tax Collector Office of the City and County of San Francisco pursuant to California Government Code Sections 66492 and 66493.
4. One (1) copy of the Subdivision Tax Bond pursuant to the requirements of California Government Code Section 66493.
5. One (1) copy of the letter dated October 28, 2013 from the City Planning Department verifying conformity of the subdivision with the General Plan and the Priority Policies set forth in City Planning Code Section 101.1.



6. One (1) copy of the letter dated November 1, 2013, the Office of Community Investment and Infrastructure verifying conformity of the subdivision with the Mission Bay South Redevelopment Plan and Plan Documents including the Infrastructure Plan, the Scope of Development and the Design for Development as well as the Block 1 Major Phase Application.
7. One (1) set of the "Mission Bay South Block 1 Public Improvement Agreement" dated _____ with the following attachments:
 - One (1) copy of the approved Improvement Plans prepared by Freyer & Laureta, Inc., entitled "Mission Bay Block 1"
 - Performance Bonds
 - Labor and Material Bonds

It is recommended that the Board of Supervisors adopt this legislation.

5/6/2015

5/6/2015

X Bruce R. Storrs

Storrs, Bruce
Approver 2

X Mohammed Nuru

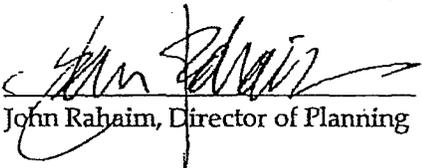
Nuru, Mohammed
Approver 3
Signed by: Nuru, Mohammed





SAN FRANCISCO PLANNING DEPARTMENT

General Plan Referral

Date: October 28, 2013
Case No.: Case No. 2013.1304R
Block/Lot No.: 8715/004
Project Sponsor: Office of Community Investment and Infrastructure,
 Successor Agency to the Redevelopment Agency
Applicant: Block 1 Associations, LLC
Staff Contact: Susan Exline-- (415) 558-6332
 susan.exline@sfgov.org
Recommendation: Finding the project, on balance, is in conformity
 with the General Plan
Recommended By: 
 John Rahaim, Director of Planning

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

Reception:
 415.558.6378

Fax:
 415.558.6409

Planning
 Information:
 415.558.6377

PROJECT DESCRIPTION

We are in receipt of your request that the Planning Department consider a General Plan Referral application concerning Block 1 of the Mission Bay Redevelopment Plan. The General Plan Referral application was submitted to the Department on September 13, 2013, pursuant to Section 4.105 of the Charter, and Section 2A.53 of the Administrative Code.

In the subject case, the Mission Bay Force (MBTF) proposes a number of actions to implement the Mission Bay Redevelopment Area South of Channel Street, Exhibit A. The Mission Bay South Redevelopment Plan was approved as part of Planning Case 1996.771EMTZR and recently amended under case 2013.0625R. The Planning Commission found the Mission Bay South Redevelopment Plan amendments, on balance, in conformity with the General Plan by Motion No. 18905 on June 13, 2013. The specific actions considered as part of the current Project require a General Plan Referral consistency determination and consideration and approval by the Board of Supervisors for City approval of the actions referenced below, including a Tentative and Final Map, vacation of street, and acceptance of horizontal infrastructure improvements. The proposed project is described in further detail below.

PROPOSED ACTIONS BY THE BOARD OF SUPERVISORS

1. Tentative Map

The Department of Public Works (DPW) will conditionally approve the Tentative Map, as shown in **Exhibit B** of your submittal, and provide conditional approval of the project. This action will provide conditional approval of the lot pattern, and confirm that access and utilities can be provided to each lot.

2. Final Subdivision Map

After DPW recommends the approval of the Final Subdivision Map, the Board of Supervisors may act to approve the Final Subdivision Map. Board approval of the Final Subdivision Map will allow the sale, finance or lease of the property or properties.

3. Street Vacation

After DPW recommends the approval of City vacation, the Board of Supervisors may act to approve the documents necessary in order to execute the Vacation of a portion of Fourth Street between Channel Street and the Channel as described in the Mission Bay South Owner Participation Agreement, provided as **Exhibit H**.

4. Acceptance of Dedication of Horizontal Public Infrastructure:

After DPW determines that the facilities have been constructed in accordance with the Plans and Specifications and are ready for their intended use, the Developer is obligated to dedicate the Horizontal Infrastructure facilities to the City. The dedication will be for improvements located on Third Street, Fourth Street and Channel Street adjacent to the subdivision, including the Park P3 and Storm Water Treatment Facilities and the Storm Water Pump Station No 3 Public Improvements. The Board of Supervisors must act to accept the dedication of the Public Infrastructure Facilities. The Horizontal Infrastructure will be constructed per the approved Improvement Plans together with curb, gutter, sidewalks, landscaping, street lights, sewer, low pressure water, reclaimed water, joint utility trench, storm drain, pump station and stormwater treatment facilities traffic striping and signs as shown on excerpts of the Improvement Plans included as follows:

1. **Exhibit C**. Excerpts of Block 1 Improvement Plans
2. **Exhibit D**: Excerpts of Storm Water Pump Station No. 3 Improvement Plans
3. **Exhibit E**: Park P3 Conceptual Plans

The Public Horizontal Infrastructure facilities to be dedicated will be for Block 1, Park P3 and Storm Water Pump Station No. 3 as follows:

1. Fourth Street: approximately 50 feet of sidewalk along the east side of Fourth Street to intersection of Channel Street.

GENERAL PLAN REFERRAL

100 Channel street

CASE NO. 2013.1304R

2. Channel Street: approximately 500 feet of sidewalk on the north side of Channel Street.
3. Third Street near Channel Street: approximately 100 feet of sidewalk along the west side of Third Street
4. Third Street: approximately 300 feet in length of repaving along the west side of Third Street, two (2) southbound lanes with sidewalk and no parking
5. Park P3: approximately 1.68 acres of landscaping and storm water treatment improvements
6. Storm Water Pump Station No. 3 improvements

PREVIOUS ACTIONS RELATED TO THIS PROJECT

In previous undertakings related to the project, the Planning Commission found the Mission Bay South Redevelopment Project, dated September 4, 1998, in conformity with the San Francisco General Plan, in Planning Commission Resolution No. 14699, adopted September 17, 1998. The Planning Commission also found the Mission Bay South Redevelopment Project Amendments consistent with the General Plan in Planning Commission Motion 18905, adopted June 13, 2013.

In addition to the actions above, an Owner Participation Agreement (OPA) South Infrastructure Plan-Fifth Amendment was executed between the Redevelopment Agency of the City and County of San Francisco and the project sponsor, on February 21, 2013. The OPA required the owner to implement the Infrastructure Plan and construct the horizontal infrastructure and improvements that are incorporated into the subject project.

ENVIRONMENTAL REVIEW

The Environmental Planning Division of the Planning Department determined that the project is Categorically Exempt from Environmental Review. The project is cleared under the 1998 Mission Bay Subsequent Environmental Impact Report (SEIR), SF Redevelopment Agency Case No. 919-97 & SF Planning Case No. 96.771E; and SEIR Addendum No.8, dated 05/15/13 that was issued by the Office of Community Investment and Infrastructure, Successor Agency to the SF Redevelopment Agency Case No. 919-97.

GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION

The Project is to approve a tentative and final map, street vacation, and accept the dedication of horizontal public infrastructure. The Project is consistent with the Eight Priority Policies of Planning Code Section 101.1 as described in the body of this letter. The Project is, on balance, in-conformity with the following Objectives and Policies of the General Plan:

2004 HOUSING ELEMENT

OBJECTIVE 1

TO PROVIDE NEW HOUSING, ESPECIALLY PERMANENTLY AFFORDABLE HOUSING, IN APPROPRIATE LOCATIONS WHICH MEETS IDENTIFIED HOUSING NEEDS AND TAKES INTO ACCOUNT THE DEMAND FOR AFFORDABLE HOUSING CREATED BY EMPLOYMENT DEMAND.

POLICY 1.1

Encourage higher residential density in areas adjacent to downtown, in underutilized commercial and industrial areas proposed for conversion to housing, and in neighborhood commercial districts where higher density will not have harmful effects, especially if the higher density provides a significant number of units that are affordable to lower income households. Set allowable densities in established residential areas at levels which will promote compatibility with prevailing neighborhood scale and character where there is neighborhoods support.

OBJECTIVE 4

SUPPORT AFFORDABLE HOUSING PRODUCTION BY INCREASING SITE AVAILABILITY AND CAPACITY

OBJECTIVE 11

IN INCREASING THE SUPPLY OF HOUSING, PURSUE PLACE MAKING AND NEIGHBORHOOD BUILDING PRINCIPLES AND PRACTICES TO MAINTAIN SAN FRANCISCO'S DESIRABLE URBAN FABRIC AND ENHANCE LIVABILITY IN ALL NEIGHBORHOODS.

POLICY 11.2

Ensure housing is provided with adequate public improvements, services, and amenities.

The Mission Bay project will provide a significant amount of new housing, including affordable housing units, consistent with these policies. The subject project is limited to review of a Tentative Subdivision Map, approval of a Final Map, and City-acceptance of property and public improvements, including a storm water treatment facilities and the storm water pump station No. 3, streets, sidewalks and related infrastructure, and improvements to publicly accessible open space in Assessor's Blocks 8715 004. The proposed project is consistent with the plans considered in earlier official actions by the Planning Commission, including Res. No. 18905, finding the Mission South Redevelopment Plan Amendments in conformity with the General Plan. The proposed project as described above, would be required in order to implement the Mission Bay project, including construction of public infrastructure that will support

development of a significant number of new housing units, including market rate and affordable units.

COMMERCE & INDUSTRY ELEMENT

Policy 6.7

Promote high quality urban design on commercial streets.

Streets and other public infrastructure improvements will be constructed consistent with the Mission Bay South Redevelopment Plan, which calls for high quality design features in public rights-of-way and adjacent development. Implementation of the Project would permit development of neighborhood commercial uses and new residential development

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.

Conservation, Street Space

POLICY 2.8

Maintain a strong presumption against the giving up of street areas for private ownership or use, or for construction of public buildings.

Street areas have a variety of public values in addition to the carrying of traffic. They are important, among other things, in the perception of the city pattern, in regulating the scale and organization of building development, in creating views, in affording neighborhood open space and landscaping, and in providing light and air and access to properties.

Policy 2.9 Review proposals for the giving up of street areas in terms of all the public values that streets afford.

Every proposal for the giving up of public rights in street areas, through vacation, sale or lease of air rights, revocable permit or other means, shall be judged with the following criteria as the minimum basis for review:

a. No release of a street area shall be recommended which would result in:

(2) Interference with the rights of access to any private property;

(3) Inhibiting of access for fire protection or any other emergency purpose, or interference with utility lines or service without adequate reimbursement;

(12) Release of a street area in any situation in which the future development or use of such street area and any property of which it would become a part is unknown.

b. Release of a street area may be considered favorably when it would not violate any of the above criteria and when it would be:

(5) In furtherance of the public values and purposes of streets as expressed in The Urban Design Element and elsewhere in the General Plan.

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 right-of-way proposed to be vacated meet the guidelines contained in Urban Design Element Policies. 2.8, 2.9, and 2.10. The proposed vacation of 4th Street is necessary for the proposed park, and would not: be detrimental to vehicular or pedestrian circulation; interfere with the access to private property; inhibit access for fire protection or other emergency service, interfere with utility lines; obstruct a significant view, or eliminate open space which might be used for public recreation and are necessary for implementation of the Redevelopment Plan.

RECREATION AND OPEN SPACE ELEMENT

POLICY 2.1

Provide an adequate total quantity and equitable distribution of public open spaces throughout the City.

POLICY 2.7

Acquire additional open space for public use.

POLICY 3.5

Provide new public open spaces along the shoreline.

Mission Bay

The area known as Mission Bay is governed primarily by the Mission Bay North and Mission Bay South Redevelopment Plans. The two Redevelopment Plans and their companion Design for Development Documents provide for a balanced program of

100 Channel street

active and passive recreational opportunities within strategically located open space sites throughout Mission Bay. They also provide that the open spaces within Mission Bay will seek to utilize and enhance the existing natural amenities of Mission Bay, such as the shoreline, China Basin Channel and public vistas.

The concept for the open space system for Mission Bay is to provide opportunities for local, citywide and regional recreational usage. The intent is to develop: (1) flexible/multiple use spaces that can accommodate heavy, active recreational uses as well as a balance of active and passive uses; and (2) spaces that will accommodate the immediate as well as the long-term/changing needs of the local community and the City

The Recreation and Open Space Element calls for the City to provide adequate open space to serve the needs of all San Francisco residents. Development of Block 1 will result in provision for a significant amount of new housing as well as retail development that will create a demand for publicly accessible open space to supplement existing open space. As part of the Mission Bay redevelopment project, the project sponsor is responsible for establishing and maintaining new publicly accessible parks and open spaces for the area's residents, workers and visitors. By approving this action, the City will accept Park P3, which will add to the city's supply of open space.

PROPOSITION M FINDINGS – PLANNING CODE SECTION 101.1

Planning Code Section 101.1 establishes Eight Priority Policies and requires review of discretionary approvals and permits for consistency with said policies. The Project, demolition and replacement of the Chinese Recreation Center, is found to be consistent with the Eight Priority Policies as set forth in Planning Code Section 101.1 for the following reasons:

Eight Priority Policies Findings

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

The proposed project is found to be consistent with the eight priority policies of Planning Code Section 101.1 in that:

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

The Project would have no adverse effect on neighborhood serving retail uses or opportunities for employment in or ownership of such businesses. The Project actions considered in this case would implement policies and plans contained in the Mission Bay South Redevelopment Plan, which was found consistent with the General Plan. The project would not negatively affect the level of neighborhood serving retail.

100 Channel street

- (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 considered would have no adverse effect on existing housing and neighborhood character. City acceptance of real property, acceptance of dedication of horizontal public infrastructure improvements (streets and related improvements), and vacation of a portion of a public Rights-of-Way is necessary for Block 1 to be developed. The Project is necessary in order to establish new residential and mixed-use development on the site.

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

The Project in itself would have no adverse effect on the City's supply of affordable housing. However, overall, the implementation of the Mission Bay South Redevelopment Plan, as adopted, would add to the City's supply of affordable housing.

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

The Project would not adversely impede MUNI transit service or overburden city streets and neighborhood parking.

- (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 a diverse economic base

- (6) That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

The Project, limited to vacation of portions of public rights-of-way and easements, acquisition of real property and acceptance of public infrastructure improvements (once constructed consistent with approved plans) would not adversely affect City preparedness against injury or loss of life in an earthquake.

- (7) That landmarks and historic buildings be preserved.

The Project would not adversely affect landmarks or historic buildings.

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

The Project would not adversely affect parks and open space and their access to sunlight and vistas. The project sponsor would install publicly accessible open spaces consistent with the approved Mission Bay South Redevelopment Plan.

<p>RECOMMENDATION: Finding the Project, on balance, in-conformity with the General Plan</p>
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Attachments:

Note: The following Exhibits are contained in Planning Department File No. 2013.1304R and are available for review at the Planning Department offices.

- Exhibit A Location Map
- Exhibit B Tentative Map
- Exhibit C Excerpts of Block 1 Improvement Plans
- Exhibit D Excerpts of Storm Water Pump Station No. 3 Improvement Plans
- Exhibit E Concept Plan for Park P3 and Storm Water Treatment Improvements
- Exhibit F DCP General Consistency for Land Transfers
- Exhibit G Mission Bay South Owner Participation Agreement, Attachment D
(Infrastructure Plan), Text description and cross section improvements
- Exhibit H Certificate of Compliance adjusting lot lines between Assessor's
Blocks/Lots 8714/001 and 8715/001
- Exhibit I Certificate of Compliance adjusting Lot lines between Assessor's
Blocks/Lots 8715/002, 003 and 8713/003
- Exhibit J Planning Commission Motion No. 18905

cc: Grace Kwak, Project Manager, ITF
Catherine Reilly, CCSF/OCII
Mohammad Nuru, Director DPW

**Office of Community
Investment and Infrastructure**
(Successor to the San Francisco
Redevelopment Agency)

One South Van Ness Avenue
San Francisco, CA 94103
415.749.2400



EDWIN M. LEE, Mayor

Christine Johnson, Chair
Mara Rosales, Vice-Chair
Theodore Ellington
Marilyn Mondejar
Darshan Singh
Tiffany Bohee, Executive Director

November 1, 2013

126.072.13.151

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

RE: Conditional Mission Bay South-Block 1 Tentative Map Consistency
Determination

Dear Ms. Moy:

The Office of Community Investment and Infrastructure ("OCII") has received your request regarding the Mission Bay Block 1 Tentative Map and Final Map ("Maps") and its consistency with the Mission Bay South Redevelopment Plan ("Plan"), Mission Bay South Owner Participation Agreement ("OPA") and Plan Documents.

OCII has reviewed the documents and related materials concerning the approval of the Block 1 Tentative Map and Final Map and other related actions thereto, finds these consistent with the amendment to the Mission Bay South Redevelopment Plan approved by Board of Supervisors Ordinance No. 143-13, OPA and Plan Documents, and recommends that the Board of Supervisors approve said Maps.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Reilly", written over the typed name and title.

Catherine Reilly
Project Manager

Cc: Tiffany Bohee, OCII
Grace Kwak, DPW-ITF

**MISSION BAY SOUTH BLOCK 1
PUBLIC IMPROVEMENT AGREEMENT**

This Mission Bay South Block 1 Public Improvement Agreement for construction of certain public improvements (the "**Agreement**") is entered into this ____ day of _____, 2015, by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California (the "**City**") and 1000 Channel Street (SF) Owner, LLC, a Delaware limited liability company ("**1000 Channel Street Owner**"); and sometimes referred to herein as "**Subdivider**"), with reference to the following facts.

Except as specifically defined herein, capitalized terms shall have the meaning given in the Subdivision Code of the City and County of San Francisco for the Mission Bay Project Area, including the Mission Bay Subdivision Regulations, (the "**Code**") or the Mission Bay South Redevelopment Plan (the "**Redevelopment Plan**"), or the Redevelopment Plan's implementing documents.

RECITALS

A. Catellus Development Corporation, a Delaware corporation ("**Catellus**") was the owner of certain property, including Block 8714 Lot 1 and Block 8715, Lot 1 as shown in that certain Final Map entitled Mission Bay Transfer Map filed for record on July 19, 1999 in Book Z of Maps, at Pages 97-119 ("**Mission Bay Transfer Map**"). Subsequently, Catellus filed a Lot Line Adjustment to reconfiguring Block 8714, Lot and Block 8715, Lot 1 into new parcels described as Block 8715, Lots 2 and 3. Said Lot Line Adjustment was recorded on August 30, 2000 as Document No. 2000-G822047. Effective on December 1, 2003, Catellus merged with and into Catellus Operating Limited Partnership, a Delaware corporation ("**COLP**"). Effective December 31, 2003, COLP contributed certain properties, including the Block 1 Parcels, and all of its right, title, interest and obligations with respect thereto, to Catellus Land and Development Corporation ("**CLDC**"). On October 22, 2004, CLDC transferred certain properties to

FOCIL-MB, LLC ("**FOCIL**"), including the said Block 1 Parcels, and all of its right, title, interest and obligations with respect thereto.

B. The City vacated portions of Fourth Street pursuant to Ordinance No. 259-05 and transferred the lands, including that portion of Fourth Street described as Assessor's Block 8713, Lot 3, to FOCIL per that certain Quitclaim Deed recorded on February 2, 2006 as Document No. 2006-I121832. Subsequently, FOCIL filed a Lot Line Adjustment that was recorded on January 28, 2010 as Document No. 2010-I918733, which reconfigured Block 8713, Lot 003 and Block 8715, Lots 2 and 3 into Block 8715 Lots 4 and 5.

C. The Redevelopment Agency of the City and County of San Francisco (the "**Former Agency**") and Catellus entered into that certain Mission Bay South Owner Participation Agreement dated as of November 16, 1998 (the "**Original OPA**") and recorded December 3, 1998 as Document No. 98-G477258-00 in the Official Records of San Francisco County (the "**Official Records**"), which was amended by a First Amendment to Mission Bay South Owner Participation Agreement (the "**First OPA Amendment**") dated as of February 17, 2004 and recorded March 3, 2004 as Document No. 2004H669955 in the Official Records, between Former Agency and CLDC, a Second Amendment to Mission Bay South Owner Participation Agreement (the "**Second OPA Amendment**") dated as of November 1, 2005 and recorded November 30, 2005 as Document No. 2005I080843 in the Official Records, between Former Agency, CLDC, and FOCIL, as the successor in interest to all of CLDC's rights and obligations under the Original OPA, and by a Third Amendment to the Mission Bay South Owner Participation Agreement (the "**Third Amendment**"), dated as of May 21, 2013 and recorded on December 9, 2013 as Document No. 2013J802261 in the Official Records, between the Successor Agency (as defined in Recital D below), and FOCIL. The Original OPA, as amended by the First OPA Amendment, the Second OPA Amendment and the Third OPA Amendment shall be referred to in this Agreement as the "**South OPA**".

D. On February 1, 2012, the Former Agency was dissolved pursuant to the provisions of California State Assembly Bill No. 1X 26 (Chapter 5, Statutes of 2011-12, First Extraordinary Session) ("AB 26"), codified in relevant part in California's Health and Safety Code Sections 34161 – 34168 and upheld by the California Supreme Court in *California Redevelopment Assoc. v. Matosantos*, 153 Cal.4th 231 (2011). On June 27, 2012, AB 26 was subsequently amended in part by California State Assembly Bill No. 1484 (Chapter 26, Statutes of 2011-12) ("**AB 1484**") (together, AB 26 and AB 1484, as amended from time to time, are referred to as the "**Redevelopment Dissolution Law**"). Pursuant to the Redevelopment Dissolution Law, all of the Former Agency's assets and obligations were transferred to the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body organized and existing under the laws of the State of California (the "**Successor Agency**"), commonly known as the Office of Community Investment and Infrastructure. Accordingly, the Successor Agency assumed the obligations under the Mission Bay South Redevelopment Plan and the South OPA, which remain in effect.

E. Under the Redevelopment Dissolution Law, a successor agency has the continuing obligation, subject to certain review by an oversight board and the State of California's Department of Finance ("**DOF**"), to implement "enforceable obligations" which were in place prior to the suspension of such redevelopment agency's activities on June 28, 2011, the date that AB 26 was approved. The Redevelopment Dissolution Law defines "enforceable obligations" to include bonds, loans, judgments or settlements, and any "legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy" (Cal. Health & Safety Code § 34171(d)(1)(e)), as well as certain other obligations, including but not limited to requirements of state law and agreements made in reliance on pre-existing enforceable obligations. The South OPA meets the definition of "enforceable obligations" under the Redevelopment Dissolution Law.

F. On May 17, 2012, FOCIL transferred the property described as Assessor's Block 8715, Lot 4 (the "**Block 1 Property**") to Block 1 Associates, LLC ("**Block 1 Associates**") pursuant to the terms and conditions of that certain Purchase and Sale

Agreement Purchase and Sale Agreement and Joint Escrow Instructions (Block 1), dated as of February 17, 2012 as subsequently amended by that certain First Amendment to Agreement for Purchase and Sale and Joint Escrow Instructions (Block 1), dated as of December 20, 2013, that Second Amendment to Agreement for Purchase and Sale and Joint Escrow Instructions (Block 1), dated as of August 8, 2014 (the "**Second Amendment**") and that certain Third Amendment to Agreement for Purchase and Sale and Joint Escrow Instructions (Block 1), dated as of November 12, 2014 (as amended hereby, the "**Purchase Agreement**").

G. In connection with the Purchase Agreement, FOCIL, Block 1 Associates and the Successor Agency entered into that certain Assignment, Assumption and Release Agreement, dated May 17, 2012, recorded as Instrument No. 2012J414852 in the Official Records (the "**FOCIL Assignment**"). Under the FOCIL Assignment, FOCIL retained certain rights and obligations, defined therein as the "**Excluded Rights and Obligations**," which include the obligation to construct Infrastructure or other Improvements excluding the Project to be located on the Transferred Property (as those terms are defined in the FOCIL Assignment) in accordance with the Mission Bay South Infrastructure Plan (attached to the South OPA as Attachment D) or the Mission Bay South Scope of Development (attached to the South OPA as Attachment B), in each case as more particularly described in the Assignment.

H. Since acquiring the Block 1 Property, Block 1 Associates has engaged in subdividing and entitling the Block 1 Property for development. A tentative map, entitled "Tentative Subdivision Map for Condominium Purposes Mission Bay Block 1 San Francisco, California" for the proposed subdivision was approved by the Director (the "**Director**") of the San Francisco Department of Public Works ("**DPW**"), acting as the Advisory Agency, subject to certain requirements and conditions contained in the conditions of approval dated November 7, 2013. The tentative map and conditions of approval are referenced herein as "**Tentative Map**".

I. In accordance with Section 1423(d)(vi) of the Code, the Tentative Map allowed the subdivider thereunder to file multiple final maps on the Block 1 Property.

Phase I Final Map 7472 (the "**Phase I Final Map**") was approved by the Board of Supervisors on November 28, 2013 and recorded in the Official Records on December 2, 2013 as Instrument No. 2013J798953. The Phase I Final Map was for purposes of Conveyancing or Financing only as authorized under Code Section 1412.1, and created three legal parcels shown thereon as Lot 1, Lot 2 and Lot 3 (identified as Assessor's Block 8715, Lots 6, 7, and 8).

J. Subsequent to the filing of the Phase I Final Map and pursuant to the provisions of the Code relating to the filing, approval, and recordation of subdivision maps, Block 1 Associates submitted to the City, for approval and recordation, a Phase II Final Map, entitled: "Phase II Final Map No. 8083" (the "**Phase II Final Map**"). The Phase II Final Map is a final map for mixed-use condominium development purposes of Lots 1, 2 shown on the Phase I Final Map (the "**Phase II Property**").

K. On November 12, 2014, Block 1 Associates transferred the Phase II Property to 1000 Channel Street Owner. In connection therewith, Successor Agency, Block 1 Associates and 1000 Channel Street Owner entered into that certain Assignment, Assumption and Release Agreement, dated November 12, 2014, under which Block 1 Associates assigned to 1000 Channel Street Owner each and all of the rights and obligations of the Owner under the South OPA (except for the Excluded Rights and Obligations which continue to be held by FOCIL) to the extent applicable to the Transferred Property. In connection therewith, the Successor Agency released Block 1 Associates from Block 1 Associates' obligations under the South OPA applicable to the Transferred Property (except as expressly provided therein).

L. The Code provides that before a final subdivision map or parcel map is approved by the City, the subdivider shall either have installed and completed all of the public improvements required by the City and detailed in the plans and specifications approved by the Director, or in the alternative, the subdivider shall have entered into an agreement with the City to install and complete, free of liens, all of such public improvements within a definite period of time as prescribed by the City, which

agreement shall be guaranteed by approved improvement security to insure the performance of the work pursuant to the requirements of the Code.

M. Subdivider has requested that the Phase II Final Map be approved prior to the completion of construction and installation of the public improvements required by the conditions of approval of the Tentative Map and which are part of or appurtenant to the above mentioned subdivision (the "**Required Infrastructure**"). Consistent with the Excluded Rights and Obligations retained by FOCIL under the FOCIL Assignment and as more particularly described in the Second Amendment to Purchase Agreement (a copy of which is attached hereto as Exhibit "A"), FOCIL is undertaking as an obligation to Subdivider (as assignee of certain provisions of the Purchase Agreement) the following obligations relating to or arising hereunder in connection with the Required Infrastructure, as described below:

(1) Phase 1 Required Infrastructure.

Design, engineering, construction, installation and completion of the Phase 1 infrastructure (the "**Phase 1 Infrastructure**") described in the Phase 1 Improvement Plans identified in Exhibit "B" to this Agreement.

(2) Phase 2 Required Infrastructure. Design, engineering, construction, installation and completion of the Park P3 Improvements and the Pump Station Improvements including Storm Water Treatment, as those terms are defined below, which are referred to herein collectively as the "**Phase 2 Infrastructure**:"

(a) **Park P3:** The Phase 2 Required Infrastructure includes the proposed open space park improvements including but not limited to Storm Water Treatment Improvements associated with Storm Water Pump Station #3 located in Block P3. (the "**Park P3 Improvements**"). The Park P3 Improvements are currently described in the "Combined Basic Concept Design & Schematic Design Open Space Parcel Submittal" dated 3/19/13 prepared by CMG Landscape Architects, on file with DPW, and are subject to revision by FOCIL and approval by the Director.

Notwithstanding the completion requirements in Section 1 (c) below, the Director may grant access to Park P3 for reasonable access, staging and storage as needed for the adjacent Block 1 building construction.

(b) **Storm Water Pump Station #3:** The Phase 2 Required Infrastructure also includes the proposed Storm Water Pump Station #3 as further described in the improvement plans entitled "Mission Bay Storm Water Pump Station #3", revision 5, prepared by BKF Engineers dated 2/17/12, on file with DPW, and are subject to revision by FOCIL and approval by the Director (the "**Pump Station Improvements**").

N. Subdivider, in consideration of the approval and recordation of the subject Phase II Final Map by the City, desires to enter into this Agreement providing that Subdivider shall (a) install and complete, or cause to be installed and completed, the Phase 1 Infrastructure, and (b) install and complete, or cause to be installed and completed, the Phase 2 Infrastructure in connection with the proposed subdivision as depicted on the applicable Plans and Specifications (as defined below), in each case as more particularly set forth below.

O. FOCIL and the Agency have agreed to the Financing Plan for the financing, among other things, of the acquisition, construction and installation of Infrastructure, as more particularly defined in the Infrastructure Plan, which includes the Phase 1 Infrastructure and the Phase 2 Infrastructure. FOCIL and Agency have entered into an Acquisition Agreement in accordance with the Financing Plan, for the payment for and acquisition by the City of the Acquisition Facilities and Components of Acquisition Facilities (as same are defined therein), in accordance with the South OPA.

P. This Agreement also sets forth Subdivider's obligation to maintain and repair the Required Infrastructure until Accepted by the City, subject to the applicable warranty period.

NOW, THEREFORE, in order to ensure satisfactory performance of Subdivider's obligations under the Code, and in consideration of the approval and recordation by the

City of the Phase II Final Map (including the dedications related thereto), the implementation of the conditions of approval of the Tentative Map, and other valuable consideration, Subdivider and City agree as follows:

1. Subdivider's Obligations.

(a) Phase 1 Infrastructure. Subdivider shall in a good and workmanlike manner furnish all necessary materials and complete the Phase 1 Infrastructure described in the approved Phase 1 Improvement Plans as defined in Exhibit "B" to this Agreement and in conformity with Section 1(c)(i) hereof at Subdivider's own expense.

(b) Phase 2 Infrastructure. Subdivider shall furnish Improvement Plans and Specifications for the Phase 2 Infrastructure (the "Phase 2 Plans and Specifications") in such form as each would be described as "Issued for Permit" for the Park P3 Improvements and Storm Water Pump Station #3, including the underground utilities necessary to service such Improvements, the channel edge slope protection necessary to protect such Improvements and further including applicable SFPUC approved Storm Water Treatment Improvements for the Storm Water Pump Station #3 drainage area no later than January 1, 2016 and upon approval thereof, Subdivider shall in a good and workmanlike manner, install and complete or cause to be installed and completed the Phase 2 Infrastructure at Subdivider's expense in accordance with Section 1(c)(ii) hereof and to the satisfaction and approval of the City.

(c) Completion. Subdivider shall complete the Required Infrastructure as follows:

(i) Phase 1 Infrastructure. The Phase 1 Infrastructure shall be completed within two (2) years following the recordation of the Phase II Final Map, and in all cases prior to the issuance of the first certificate of occupancy for any structure on the Block 1 Property.

(ii) Phase 2 Infrastructure. The Phase 2 Infrastructure shall be completed at the earlier of within three (3) years following the recordation of the Phase

II Final Map or within eighteen (18) months of any certificate of occupancy for any structure on the Block 1 Property.

The periods of time provided in this Section 1(c) may be extended upon application by Subdivider and approval by the Executive Director of the Successor Agency and the Director of DPW. In reviewing such application for an extension of time, the Executive Director of the Successor Agency and the Director of DPW shall consider reasonable construction methodology, scheduling, access and storage requirements for each adjacent Project and the capacity of the Channel Box Sewer to handle storm water flow from the Storm Water Pump Station #3 watershed.

(d) As-Built Plans. Following the completion of the Required Infrastructure, Subdivider shall furnish to DPW and, if requested, the City Department of Building Inspection, as-built plans of the Required Infrastructure in both electronic in autocad format acceptable to the Director and paper formats and any reports required by any related Phase 1 Plans and Specifications or Phase 2 Plans and Specifications (collectively, the "Plans and Specifications").

(e) Stormwater Treatment. Stormwater Treatment shall meet, to the extent applicable, all Federal, State and Local regulations, including any applicable requirements of the NPDES Phase II General Permit (August 2004), and SFPUC Stormwater Design Guidelines (January 2010) as may be amended or revised. Such requirements shall be met through acceptable Best Management Practices ("BMPs") and a Stormwater Control Plan, as applicable, and as approved by the SFPUC through further design and development.

2. Improvement Security.

(a) Security for the Phase 1 Infrastructure. Prior to the Director executing this Agreement on behalf of the City and the City releasing the Phase II Final Map for recordation, Subdivider shall furnish and deliver to the Director bonds, in favor of the City and any co-obligees designated therein, substantially in the form attached as Exhibit "C", which shall be acceptable to the City Attorney, securing the installation and

completion of the Phase 1 Infrastructure as follows (collectively, the "Phase 1 Security"):

(i) A performance bond in the amount of Three Million Four Hundred Thousand and 00/100 Dollars (\$3,400,000.00) (100% of estimated "hard" cost of completion of construction and installation of Phase 1 Infrastructure and reasonable additional contingencies, changes and modifications thereto) to secure the satisfactory performance of Subdivider's obligation to complete the Phase 1 Infrastructure; and

(ii) A labor and material bond in the amount of One Million Seven Hundred Thousand and 00/100 Dollars (\$1,700,000.00) (50% of estimated "hard" cost of completion of construction and installation of Phase 1 Infrastructure, and reasonable additional contingencies, changes and modifications thereto) to secure payment to Subdivider's contractor, and to subcontractors and persons furnishing labor, materials, equipment or services, for construction or installation of the Phase 1 Infrastructure.

(b) Security for the Phase 2 Infrastructure. Prior to Director executing this Agreement on behalf of the City and the City releasing the Phase II Final Map for recordation, Subdivider shall furnish and deliver to the Director bonds, in favor of the City and any co-obligees designated therein, substantially in the form attached as Exhibit "C", which shall be acceptable to the City Attorney, securing the installation and completion of the Phase 2 Infrastructure as follows (collectively the "Phase 2 Security"; and together with the Phase 1 Security, the "Security"):

(i) A performance bond for the Park P3 Improvements in the amount of Two Million Eight Hundred Thousand and 00/100 Dollars (\$2,800,000.00) ([100]% of estimated "hard" cost of completion of construction and installation of Park P3 and Storm Water Treatment Improvements based upon conceptual designs approved by the City and reasonable additional contingencies, changes and modifications thereto) to secure performance of Subdivider's obligation to construct the Park P3 Improvements;

(ii) A performance bond for the Storm Water Pump Station #3 Improvements in the amount of Seven Million Three Hundred Thousand and 00/100 Dollars (\$7,300,000.00) (100% of estimated "hard" cost of completion of construction and installation of the Pump Station #3 Improvements based upon conceptual designs approved by the City and reasonable additional contingencies, changes and modifications thereto) to secure performance of Subdivider's obligation to install the Pump Station Improvements;

(iii) A labor and material bond for the Park P3 Improvements in the amount of One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00) (50% of the estimated "hard" cost of completion of construction of the Park P3 Improvements based upon conceptual designs approved by the City and reasonable additional contingencies, changes and modifications thereto) to secure payment to Subdivider's contractor, and to subcontractors and persons furnishing labor, materials, equipment or services, for construction or installation of the Park P3 Improvements; and

(iv) A labor and material bond for the Pump Station Improvements in the amount of Three Million Six Hundred Fifty Thousand and 00/100 Dollars (\$3,650,000.00) (50% of the estimated "hard" cost of completion of construction of the Pump Station Improvements based upon conceptual designs approved by the City and reasonable additional contingencies, changes and modifications thereto) to secure payment to Subdivider's contractor, and to subcontractors and persons furnishing labor, materials, equipment or services, for construction or installation of the Pump Station Improvements.

(c) Adjustment to Security Amount.

(i) Following the approval of any of the Phase 2 Infrastructure Plans and Specifications by the City, the Director may require that the Phase 2 Infrastructure Security be adjusted to an amount equal to (a) in the case of any performance bond, 100% of estimated "hard" cost of completion of construction and installation of the applicable Phase 2 Infrastructure based upon such Phase 2 Plans and Specifications and reasonable additional contingencies, changes and modifications

thereto and (b) in the case of any labor and material bond, 50% of estimated "hard" cost of completion of construction and installation of the applicable Phase 2 Infrastructure based upon such Phase 2 Plans and Specifications and reasonable additional contingencies, changes and modifications thereto. The Director's receipt of the adjusted Phase 2 Security required hereunder shall be a condition precedent to the issuance of a Street Improvement Permit for the construction of the applicable Phase 2 Infrastructure.

(d) Other Acceptable Security. In lieu of providing any of the Security described in Sections 2(a), 2(b), 2(c) or 3(c), Subdivider may, subject to the approval of the Director, provide a deposit or other security as described in Section 66499 of the Government Code. Security shall be provided hereunder only to the extent that the projected Acquisition Funds are reasonably determined by the Director (in consultation with the Successor Agency, as appropriate), to be insufficient (in time or amount) to pay the expected Acquisition Prices of the Acquisition Facilities.

(e) Use of Security. If, after commencement thereof, any portion of the Required Infrastructure is not completed within the time periods specified in Section 1(c), and such period is not extended by the City or as otherwise provided under this Agreement, or Subdivider has not satisfactorily corrected all deficiencies during the Warranty Period, the Security provided for such portion of the Required Infrastructure may, by resolution of the Board of Supervisors, be used by the City for completion of such Required Infrastructure in accordance with the applicable Plans and Specifications and for correction of such deficiencies.

3. Construction of Required Infrastructure.

(a) Permits and Fees. Subdivider shall not perform any work subject to this Agreement until all required permits have been obtained for the portion of work involved, and all applicable fees, including inspection and testing fees, have been paid.

(b) Extensions.

(i) Extensions Generally. If any of the Required Infrastructure is not completed within the time periods specified in Section 1(c), the Subdivider may request extensions of time, by submission of a request(s) to the Director. A request shall be in writing, state adequate evidence to justify the extension, and shall be made not less than thirty (30) days prior to expiration of the applicable time period set forth in this Agreement or any extension thereof. The Director shall in good faith attempt to determine within such time whether an extension of time shall be granted. The Director's failure to respond within the time specified shall, however, not constitute either a grant or denial of the requested extension. The time period for completion under this Agreement shall be automatically extended for the period during which a request for an extension is pending a determination by the Director or for any "Unavoidable Delay" as provided in Section 3(b)(ii) and in Section 8(c). The Director shall not unreasonably withhold or delay a request for an extension. The Director may reasonably condition an extension subject to the terms of this Agreement and the conditions provided in the Code, including execution of an extension agreement as provided in the Code Sec. 1451.1.C(3). No extension approved hereunder shall relieve the surety's liability on the bond to secure the faithful performance of this Agreement.

(ii) The periods of time for performance under this Agreement shall be extended for Unavoidable Delay, as provided below, and as further provided in Section 8(c), associated with permit processing, including, without limitation, permit processing and obtaining permits and approvals from all other agencies with jurisdiction, such as, as applicable, Caltrans and resource agencies, and for Unavoidable Delays associated with construction, provided that Subdivider has acted diligently and in good faith to avoid foreseeable delays in performance, to remove the cause of the delay, or to develop a reasonable alternative means of performance. The period of extension for Unavoidable Delay shall not be less than the period of such delay. Once a determination of Unavoidable Delay has been made, the Subdivider shall provide the City with monthly status reports so the Director can assess whether the Unavoidable Delay is appropriate or whether the delay period should be modified.

(iii) The provisions in this Section 3(b) are in addition to and not a limitation of any other provision for extensions in this Agreement.

(c) Revisions to Plans and Specifications. Requests by the Subdivider for revisions, modifications or amendments to the approved Plans and Specifications ("Plan Revision") shall be submitted in writing to the Director (with a copy to the Director's designee and, if requested, to the Successor Agency). If the Plan Revision is acceptable to the Director (or the Director's designee) and the Successor Agency, as required, and is substantially consistent with the Plans, Plan Documents and Tentative Map, the Director (or the Director's designee) shall initial the proposed Plan Revision. Construction in accordance with any Subdivider-proposed Plan Revision shall not commence until the Plan Revision has been received and approved by the Director (or the Director's designee).

(i) Notwithstanding the foregoing, prior approval by the Director (or the Director's designee) of Plan Revisions shall only be required for such Plan Revisions which in any way materially alter the quality or character or expected future maintenance costs of the Required Infrastructure, involve an amount equal to the greater of five percent (5%) of the amount of the bid for the portion of the Required Infrastructure involved or \$50,000, or are not substantially consistent with the Plans, Plan Documents and Tentative Map. The cost of the Plan Revision shall be evidenced through submittal of copies of supplemental agreements with contractors. The Director (or the Director's designee) shall approve or deny all such Plan Revisions for which such approval is required hereunder. Any denial shall be in writing, and within ten (10) business days of receipt by the Director (or the Director's designee), state the reasons for denial and the actions, if any, that the Director (or the Director's designee) in good faith believes can be taken to obtain later approval. Any such Plan Revision properly submitted to the Director (or the Director's designee) and not denied in writing by the Director (or the Director's designee) within such 10 day period shall be deemed to be approved in the form submitted for purposes of this Agreement.

(ii) If the proposed Plan Revision includes a change which will require a non-material change (within the meaning of the Interagency Cooperation Agreement) to the Infrastructure Plan then in effect, the Subdivider shall not proceed with such affected portion of the work without the prior written authorization (or conditional authorization) from the Director (or the Director's designee). The Director shall in good faith attempt to determine, within ten (10) business days of receipt of the proposed Plan Revision, whether to approve, conditionally approve or deny the proposed Plan Revision. The Director's failure to respond within such ten (10) day period, however, shall not constitute either an approval or denial of the application, provided that the Director shall respond in good faith within a reasonable time thereafter. The proposed Plan Revision may be performed pending final review and approval of a non-material change to the Infrastructure Plan, provided either that (1) adequate Security is still available (2) adequate other acceptable Security has been provided or separate Security is deemed unnecessary in accordance with Section 2(c), or (3) additional security is provided, if Security provided hereunder has been otherwise released, for both the proposed Plan Revision and, if deemed reasonable and appropriate by the Director, for any subsequent modification (or removal) of the proposed Plan Revision that may be required by a subsequent action, if any is necessary, approving, denying or modifying the proposed non-material change.

(iii) If the proposed Plan Revision includes a change which will require a material amendment (within the meaning of the Interagency Cooperation Agreement) to the Infrastructure Plan then in effect, the Subdivider shall not proceed with such affected portion of the work without the prior written authorization (or conditional authorization) from the Director (or the Director's designee). The Director shall in good faith attempt to determine, within fifteen (15) business days of receipt of the proposed Plan Revision, whether to approve, conditionally approve or deny the proposed Plan Revision. The Director's failure to respond within such fifteen (15) day period, however, shall not constitute either an approval or denial of the application, provided that the Director shall respond in good faith within a reasonable time thereafter. The Director may, in the exercise of the Director's reasonable discretion, suspend performance of the affected portion of the work pending approval of the

proposed material Infrastructure Plan amendment, or may allow the Plan Revision to be performed by the Subdivider, at Subdivider's own risk, pending final review and approval of the proposed Infrastructure Plan amendment, subject to such conditions as the Director may reasonably determine are appropriate. Any such conditional authorization to proceed with the proposed Plan Revision may include, without limitation, ensuring that there is (1) adequate Security still available, (2) adequate other acceptable security has been provided (or separate security is deemed unnecessary) in accordance with Section 2(c), or (3) additional security is provided, if Security provided hereunder has been otherwise released, for the proposed Plan Revision and, if deemed reasonable and appropriate by the Director, for any subsequent modification (or removal) of the proposed Plan Revision that may be required by a subsequent action approving, denying or modifying the proposed material amendment.

(iv) Any Infrastructure Plan amendments or other related documentation required because of a Plan Revision shall be processed with reasonable promptness as determined by the parties. Infrastructure Plan amendments may be processed separately or joined with other proposed amendments.

(v) Plan revisions shall be accompanied by drawings and specifications and other related documents showing the proposed Plan Revision so as to adequately describe the proposed change and the cost and affect thereof.

(d) Subdivider shall, at no cost to the City, cause all new or replacement electricity distribution facilities, telephone, community cable, and other distribution facilities located on the subject property to be placed underground. Prior to issuance of any street or building permits for Infrastructure, the site plans must demonstrate that underground utilities and structures are designed to accommodate future settlement. All utilities, vaults, splice boxes and appurtenances shall be placed underground, subject to approval by the Director.

4. Release of Security. The Security, or any portion thereof, not required to (i) secure completion of Subdivider's obligations for constructing or installing the Required Infrastructure to which such Security relates or (ii) satisfy claims by

contractors, subcontractors, and/or persons furnishing materials or equipment in connection with the Required Infrastructure to which such Security relates shall be released to Subdivider, or its successors in interest, or reduced, as follows:

(a) One Year Warranty Bond. Upon the Director's completeness determination in accordance with Section 5(a), the performance bond or other security in the amount provided in Sections 2(a)(i) or (b)(i)-(ii) (as the same may be adjusted from time to time in accordance with the terms hereof), as applicable, shall be reduced to ten percent (10%) of the original amount for the purpose of warranting repair of any defect in the applicable Required Infrastructure which defect occurs during the applicable Warranty Period (as defined below).

(b) Payment Claims. If at the time of the Director's completeness determination made in accordance with Section 5(a), any claims by any contractor, subcontractor or person furnishing labor, materials or equipment to the Subdivider have been filed against the City, then the labor and materials bond Security shall only be reduced to an amount equal to the amount of all such claims filed or to 10% of the original amount whichever is greater.

(c) Partial Release. Notwithstanding the release provisions in Section 4(a) and 4(b), the Security may be reduced in conjunction with completion of any portion or Component of the Required Infrastructure to the satisfaction of the Director in accordance with Section 5(a) hereof to an amount determined by the Director that is not less than the Actual Cost of an Acquisition Facility or a Component thereof for a completed Acquisition Facility or Component. Prior to the date that the conditions set forth in Section 4(d) are satisfied, in no event, however, shall the amount of the Security be reduced below the greater of (i) the amount required to guarantee the completion of the remaining portion of the Phase 1 Infrastructure or the applicable Phase 2 Infrastructure, as applicable, and any other obligation imposed by the Subdivision Map Act, the Code or this Agreement; or (ii) ten percent (10%) of the original amount.

(d) Release of Remaining Security. The remaining Security shall be released when all of the following have occurred with respect to the applicable Required Improvement:

(i) the expiration of the Warranty Period or, with respect to any specific claim of defects or deficiency in the Required Infrastructure timely made pursuant to Section 4(a), one (1) year following the date that such deficiency was corrected or waived in writing; and

(ii) if any claims identified in Subsection 4(b) above have been filed against the City, all such claims have been satisfied or withdrawn, or otherwise secured, by bond or other security approved by the Director (or the Director's designee).

Nothing herein shall be construed to mean that the Subdivider is responsible under the warranty bond or otherwise for the repair, replacement, restoration, or maintenance of Required Infrastructure damaged by the actions of third parties, including, without limitation, the owners or developers of adjacent projects, their agents, employees, contractors, subcontractors, invitees or licensees, and no actions by any such parties shall affect Subdivider's responsibilities or the release of the Security.

5. Completion and Acceptance.

(a) Director's Inspection. Upon request from the Subdivider for a completeness determination, the Director shall promptly determine whether the Phase 1 Infrastructure or any of the Phase 2 Infrastructure, or portion or Component thereof, is ready for its intended use and completed substantially in conformity with the Plans and Specifications and applicable City Regulations and shall notify Subdivider as soon as reasonably practicable in writing of the determination. If the determination is that it does meet such requirements, the applicable Required Infrastructure, or portion thereof, shall be deemed complete. If the determination is that it does not meet such requirements, the Director shall, in such determination notice, identify with particularity the reasons therefor.

(b) Acceptance. "Acceptance" by the City of any Required Infrastructure, or portion or Component thereof, for public use and maintenance shall be deemed to have occurred when:

(i) The Required Infrastructure, or portion or Component thereof, which is requested by the Subdivider in accordance with Section 5(a) to be accepted, has been completed;

(ii) The Required Infrastructure, or portion or Component thereof, has been inspected by the Director in accordance with Subsection 5(a) above and found by the Director to be ready for its intended use and completed substantially in accordance with the Plans and Specifications, and applicable City Regulations, and the Director has certified to the Board of Supervisors that all of the Required Infrastructure which the City is requested to accept has been so satisfactorily completed; and

(iii) The Board of Supervisors, by ordinance, accepts the applicable Required Infrastructure, or portion thereof, for public use and maintenance subject to the provisions of San Francisco Administrative Code Section 1.52 and Subdivider's maintenance and warranty obligations under Sections 6(a) and 7(a), respectively, hereof.

(c) Acceptance and Dedications. The Phase II Final Map does not require any offers of dedication of land since the Required Infrastructure Improvements will be built within the existing Public streets or on City-owned land. However, Offers of Dedication for the Required Infrastructure Improvements will be necessary for Board Acceptance.

The Board of Supervisors shall accept, conditionally accept or reject such offers of dedication by ordinance or other appropriate action upon the Director's determination in accordance with Section 5(b) of completion of the Required Infrastructure, or portion or Component thereof. Subdivider will coordinate with the City and assist in the City's process for dedication and Acceptance of Required Infrastructure by: (i) providing necessary maps, legal descriptions and plats for street openings, proposed easements

and/or dedications for right of way or utility purposes and for relinquishment of existing rights of access and utilities associates with on-site and off-site development; (ii) executing easement agreements consistent with the conditions of approval for the Tentative Map; and (iii) providing easement agreements consistent with the conditions of approval of the Tentative Map and the Completion and Acceptance, per this Section 5, of the Required Infrastructure.

6. Subdivider's Maintenance Responsibility.

(a) Maintenance. Until Accepted, Subdivider shall be responsible for the maintenance and repair of the Required Infrastructure. Thereafter, the City shall assume the responsibility of operating and maintaining the Required Infrastructure, or portion thereof, subject to the limitations in Section 5(b)(iii) above, and Subdivider's obligations under Section 7(a) of this Agreement.

(b) Protection of Required Infrastructure. In order to protect the Required Infrastructure from damage until such time as the Required Infrastructure, or portion thereof, is Accepted, Subdivider may erect a construction fence around areas under construction to be constructed in the future or constructed but not Accepted, provided that Subdivider has procured all necessary permits and complied with all applicable laws; however, no construction fence may be constructed or maintained which is determined by the Director to adversely affect public health or safety, or the ingress and egress of emergency vehicles.

7. Warranty and Indemnity.

(a) Warranty. Acceptance of Required Infrastructure by the City shall not constitute a waiver of defects by the City. Subdivider covenants that all Required Infrastructure constructed or installed by Subdivider shall be free from defects in material or workmanship and shall perform satisfactorily for a period of (1) one (1) year following the completion of the Required Infrastructure (or applicable portion thereof) to the satisfaction of the Director in accordance with Section 5(a) above, (2) in the case of the Storm Water Pump Station #3, three (3) years following the completion to the

satisfaction of the General Manager of the PUC or his or her representative, and (3) in the case of plant materials and trees, one (1) year from the date the Director receives certification from the City Construction Manager that the trees have passed a plant establishment period as set forth in the Plans and Specifications (each of the foregoing time periods, the "**Warranty Period**"). During the Warranty Period, Subdivider shall, as necessary, and upon receipt of a request in writing from the Director that the work be done, correct, repair or replace any defects in the Required Infrastructure at its own expense. During the Warranty Period, should Subdivider fail to act with reasonable promptness to make such correction, repair or replacement, or should an emergency require that correction, repair or replacement be made before Subdivider can be notified (or prior to Subdivider's ability to respond after notice), City may, at its option, provided that notice thereof is provided to Subdivider, make the necessary correction, repair or replacement or otherwise perform the necessary work and Subdivider shall reimburse the City for the actual cost thereof. During the Warranty Period, the City shall hold Subdivider's reduced performance bond (or separate warranty bond in the same amount) as described in Section 4, to secure performance of Subdivider's foregoing warranty obligations.

(b) Indemnity. Subdivider agrees that subject to the warranty provisions on Subdivider's obligations set forth in Section 7(a), Subdivider shall indemnify, defend and hold the City and each of the City's Agencies, together with their commissioners, directors, officers, employees, agents, successors and assigns (collectively, "**City Indemnified Parties**"), harmless from and against any and all Losses arising out of the breach of this Agreement by the Subdivider, the Subdivider's or any of its contractors', agents', consultants' or representatives' negligent or defective construction of the Required Infrastructure constructed or installed by the Subdivider under this Agreement, the Subdivider's non-payment under contracts between the Subdivider and its consultants, engineers, advisors, contractors, subcontractors or suppliers in the provision of such Required Infrastructure, or any claims of persons employed by the Subdivider or its contractors, agents, consultants or representatives to construct such Required Infrastructure, in all cases subject to the terms, conditions, exceptions (including, without limitation, the exception for negligence or willful acts or

omissions of the indemnified party) and limitations contained in the South OPA and the Interagency Cooperation Agreement, as applicable, and further provided that any demand for indemnification hereunder with respect to negligent or defective construction must be brought, if at all, within two (2) years after the related Required Infrastructure, or portion therefor, is determined to be complete by the Director in accordance with Section 5(a) hereof.

The City shall not be an insurer or surety for the design or construction of the Required Infrastructure pursuant to the approved Plans and Specifications, nor shall any officer or employee thereof be liable or responsible for any accident, loss, or damage happening or occurring during the construction of the Required Infrastructure as specified in this Agreement, except as may arise due to the negligence or willful acts or omissions of the City Indemnified Parties.

8. Miscellaneous.

(a) Phase II Final Map Recordation. The City, in accordance with the Code, shall record the Phase II Final Map with the County Clerk in the Official Records of the City and County of San Francisco. The City shall notify Subdivider of the time of recordation and provide a conformed copy of the Phase II Final Map to Subdivider. In the event the Phase II Final Map is not recorded, this Agreement shall be null and void.

(b) Independent Contractor. In performing its obligations under this Agreement, the Subdivider is an independent contractor and not an agent or employee of the City or the Agency.

(c) Unavoidable Delay. All time periods in this Agreement shall be extended for Unavoidable Delay in accordance with this Section. A party who is subject to Unavoidable Delay in the performance of an obligation hereunder, or in the satisfaction of a condition to the other party's performance hereunder, shall be entitled to a postponement of the time for performance of such obligation or satisfaction of such condition during the period of enforced delay attributable to an event of Unavoidable Delay. If repair, replacement, or reconstruction of any Required Infrastructure (or any

portion thereof) or any other public improvements is necessitated by Unavoidable Delay, then the time period for completion of the applicable work as provided in this Agreement shall be extended as provided in this Section, including any periods required for redesign, mobilization and other construction related requirements and such repair, replacement or reconstruction shall, as necessary, be reflected in a Plan Revision or Extension Agreement [See Code 1451.1.C(3)] in accordance with this Agreement. The Unavoidable Delay provision set forth in this Section shall not apply, however, unless (i) the party seeking to rely upon such provisions shall have given notice to the other party, within thirty (30) days after obtaining knowledge of the beginning of an enforced delay, of such delay and the cause or causes thereof, to the extent known, and (ii) the party claiming the Unavoidable Delay must at all times be acting diligently and in good faith to avoid foreseeable delays in performance, to remove the cause of the delay or to develop a reasonable alternative means of performance.

(d) Attorneys' Fees. Should either party hereto institute any action or proceeding in court to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party, actual court costs and expenses incurred by the prevailing party including, without limitation, expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered the prevailing party in such action or proceeding. Attorneys' fees under this Section 9(d) include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses actually incurred in connection with such action.

For purposes of this Agreement, reasonable fees of attorneys and any in-house counsel for the City or the Subdivider shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for which the City's or the Subdivider's in-house counsel's services were rendered who practice in the City in law firms with approximately the

same number of attorneys as employed by the City, or, in the case of the Subdivider's in-house counsel, as employed by the outside counsel for the Subdivider.

(e) Notices.

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

In the case of a notice or communication to the Director of DPW:

Director of Public Works
City and County of San Francisco
City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Infrastructure Task Force Manager
Telefacsimile: (415) 554-6944

With copies to:

Successor Agency to the Redevelopment Agency of the
City and County of San Francisco
One South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Mission Bay Project Manager
Telefacsimile: (415) 749-2585

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: John Malamut
Reference: Mission Bay South
Telefacsimile: (415) 554-4757

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

CIM Group Acquisitions, LLC
c/o CIM Group LLC
4700 Wilshire Boulevard
Los Angeles, CA 90010
Attention: John Bruno
Telephone: (323) 860-4994
Email: jbruno@cimgroup.com

With copies to:
CIM Group Acquisitions, LLC
c/o CIM Group LLC
4700 Wilshire Boulevard
Los Angeles, CA 90010
Attention: General Counsel

and

Katten Muchin Rosenman LLP
2029 Century Park East, Suite 2600
Los Angeles, California 90067
Attention: Benzion J. Westreich, Esq.
Sean T. Torres, Esq.
Telephone: (310) 788-4409/(310) 788-4466
Email: benny.westreich@kattenlaw.com
sean.torres@kattenlaw.com

And to:

Strada Investment Group
100 Spear Street, Suite 420
San Francisco, California 94105
Attention: Michael Cohen
Telecopier: (415) 500-2329
Telephone: (415) 263-9143

And to:

Gibson, Dunn & Crutcher LLP
555 Mission Street
San Francisco, California 94105
Attn: Neil Sekhri
Telecopier: (415) 374-8435
Telephone: (415) 393-8334

And to:

FOCIL-MB, LLC
c/o Mission Bay Development Group, LLC
410 China Basin Street
San Francisco, California 94158
Attention: Mr. Seth Hamalian and Legal Department
Telecopier No: (415) 355-6692
Telephone No.: (415) 355-6612

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

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

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

(ii) Any mailing address or telefacsimile number may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. A party may not give official or binding notice by telefacsimile.

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

(f) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; and upon such transfer, the Subdivider shall be released from its obligations hereunder. Any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned and shall be subject to the reasonable approval of the Director. Any such assignee shall be afforded all of the rights of Subdivider hereunder, including the right to enter upon property owned by the City in order to perform its obligations hereunder. Upon the effective date of any such assignment, City shall release Subdivider, as assignor, from all obligations hereunder accruing from and after the effective date of such assignment.

(g) Interagency Cooperation Agreement. The City shall cooperate with the Subdivider consistent with the terms of the Interagency Cooperation Agreement, including, without limitation, in obtaining applicable approvals required for the construction of the Required Infrastructure. The City shall use reasonable efforts to obtain the compliance by Agency and affected City departments with the provisions of the Interagency Cooperation Agreement as they affect the inspection and Acceptance by the City of Required Infrastructure.

(h) Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist upon and demand strict compliance by the other party with the terms of this Agreement thereafter.

(i) Parties in Interest. Except as set forth in Section 9(f), nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Subdivider any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises, and agreements in this Agreement contained by or on behalf of the City or the Subdivider shall be for the sole and exclusive benefit of the City and the Subdivider.

(j) Amendment. This Agreement may be amended, from time to time, by written supplement or amendment hereto and executed by both the City and the Subdivider. The Director of DPW is authorized to execute on behalf of the City any amendment that the Director determines is in the City's best interests and does not materially increase the City's obligations or materially diminish the City's rights under this Agreement.

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

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

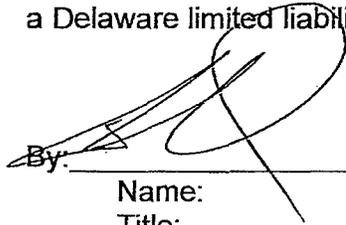
(m) Other Requirements. Subdivider shall comply with any applicable requirements of Attachment H, Mission Bay South Program in Diversity/Economic Development Program, to the South OPA.

This Agreement shall in no way be construed to limit or replace any other obligations or liabilities which the parties may have in the Plan and Plan Documents, including the South OPA, the Land Transfer Agreements, the Interagency Cooperation Agreement or any Permit to Enter issued in accordance therewith.

9. Insurance. Subdivider shall, at all times prior to Acceptance of the Required Infrastructure, comply with the insurance requirements set forth in any Permit to Enter issued by the Successor Agency in accordance with the South OPA or by the City in accordance with the Interagency Cooperation Agreement, or otherwise in accordance with any other applicable City Regulations. Subdivider shall furnish to the Successor Agency and the City, from time to time upon request by Agency's or the City's Risk Manager, a certificate of insurance (and/or, upon request by the Successor Agency or the City's Risk Manager, a complete copy of any policy) regarding each insurance policy required to be maintained by the Subdivider under any Permit to Enter issued by the Successor Agency in accordance with the South OPA or by the City in accordance with the Interagency Cooperation Agreement, or otherwise in accordance with any other applicable City Regulations.

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

1000 CHANNEL STREET (SF) OWNER, LLC,
a Delaware limited liability company

By:  _____

Name:

Title:

CITY AND COUNTY OF SAN FRANCISCO

Name:

Title: Director of the Department of Public Works

APPROVED AS TO FORM:

DENNIS J. HERRERA
CITY ATTORNEY

John Malamut
Deputy City Attorney

Exhibit "A"

Second Amendment to Purchase Agreement

Exhibit "B"

Phase 1 Plans and Specifications

Improvement Plans and Specifications prepared for FOCIL-MB, LLC by Freyer & Laureta, Inc., entitled "MISSION BAY BLOCK 1, MISSION BAY, SANFRANCISCO, CALIFORNIA", dated December 19, 2014

Exhibit "C"

Form: Faithful Performance Bond
Block 1

[Phase 1 Infrastructure][Park P3 Improvements][Pump Station Improvements]

Whereas, the Board of Supervisors of the City and County of San Francisco, State of California, and 1000 Channel Street (SF) Owner, LLC (hereafter designated as "**Principal**") have entered into that certain Mission Bay South Block 1 Public Improvement Agreement, dated _____, 2015 (the "**Agreement**"), which is hereby referred to and made a part hereof, whereby Principal agrees to install and complete certain designated public improvements identified therein as the [Phase 1 Infrastructure][Park P3 Improvements][Pump Station Improvements]; and

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

Now, therefore, we, Principal and _____, as **Surety**, are held and firmly bound unto the **City and County of San Francisco** (hereafter called "**City of San Francisco**") in the penal sum of _____ Dollars (\$ _____ .00) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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

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

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

In witness whereof, this instrument has been duly executed by Principal and Surety on _____, 201__.

"PRINCIPAL"

1000 CHANNEL STREET (SF)
OWNER, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

"SURETY"

By: _____

Its: _____

Address: _____

Telephone: _____

Facsimile: _____

Labor and Material Bond

Block 1

[Phase 1 Infrastructure][Park P3 Improvements][Pump Station Improvements]

Whereas, the Board of Supervisors of the City and County of San Francisco, State of California, and 1000 Channel Street (SF) Owner, LLC (hereafter designated as "**Principal**") have entered into that certain Mission Bay South Block 1 Public Improvement Agreement, dated _____, 2015 (the "**Agreement**"), which is hereby referred to and made a part hereof, whereby Principal agrees to install and complete certain designated public improvements identified therein as the [Phase 1 Infrastructure][Park P3 Improvements][Pump Station Improvements]; and

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

Now, therefore, we, the Principal and the undersigned as corporate Surety, are held and firmly bound unto the City and County of San Francisco and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the agreement and referred to in Title 15 of the Civil Code in the sum of _____ Dollars (\$ _____ .00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount set forth. If suit is brought on this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City and County of San Francisco, in successfully enforcing the obligation, to be awarded and fixed by the Court, to be taxed as costs, and to be included in the judgment rendered.

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

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

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

In witness whereof, this instrument has been duly executed by Principal and Surety on _____, 2015.

"PRINCIPAL"

"SURETY"

1000 CHANNEL STREET (SF)
OWNER, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

By: _____
Its: _____

Address: _____

Telephone: _____

Facsimile: _____

Bond No. CMS284335
Premium: \$68,000.00

Faithful Performance Bond
Block 1
Phase 1 Infrastructure

Whereas, the Board of Supervisors of the City and County of San Francisco, State of California, and 1000 Channel Street Owner, LLC (hereafter designated as "**Principal**") have entered into that certain Mission Bay South Block 1 Public Improvement Agreement, dated _____, 2015 (the "**Agreement**"), which is hereby referred to and made a part hereof, whereby Principal agrees to install and complete certain designated public improvements identified therein as the Phase 1 Infrastructure; and

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

Now, therefore, we, Principal and RLI Insurance Company, as **Surety**, are held and firmly bound unto the **City and County of San Francisco** (hereafter called "**City of San Francisco**") in the penal sum of Three Million Four Hundred Thousand and No/100 Dollars (\$3,400,000.00) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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

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

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

In witness whereof, this instrument has been duly executed by Principal and Surety on March 20, 2015.

"PRINCIPAL"

1000 CHANNEL STREET OWNER,
LLC,
a Delaware limited liability company

By: EA

Name:

Title: **Eric Rubinfeld**
Vice President & Secretary

"SURETY"

RLI Insurance Company

By: 

Its: Tracy Aston, Attorney-in-Fact

Address: 8950 S. 52nd Street, Suite 209

Tempe, AZ 85284

Telephone: 480-940-8420

Facsimile: 480-940-8425

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

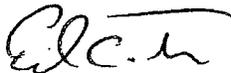
State of California

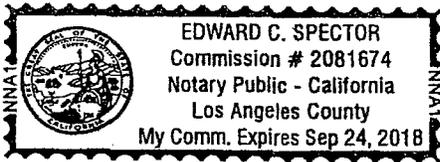
County of Los Angeles

On MAR 20 2015 before me, Edward C. Spector, Notary Public, personally appeared Tracy Aston who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 
Signature of Notary Public





RLI Surety
 9025 N. Lindbergh Dr. | Peoria, IL 61615
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY
RLI Insurance Company

Know All Men by These Presents:

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

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Tracy Aston, Ashraf Elmasry, Simone Gerhard, KD Conrad, Edward C. Spector, Daravy Mady, James Ross, B. Aleman, Lisa Crail, Kristine Mendez, Misty Wright, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

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

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

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

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 3rd day of September, 2014.



RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

On this 3rd day of September, 2014, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this day of .

By: [Signature]
 Jacqueline M. Bockler Notary Public

MAR 20 2015

RLI Insurance Company
 By: [Signature]
 Roy C. Die Vice President



Bond No. CMS284335
Premium charged is included
in charge for performance bond

**Labor and Material Bond
Block 1
Phase 1 Infrastructure**

Whereas, the Board of Supervisors of the City and County of San Francisco, State of California, and 1000 Channel Street Owner, LLC (hereafter designated as "**Principal**") have entered into that certain Mission Bay South Block 1 Public Improvement Agreement, dated _____, 2015 (the "**Agreement**"), which is hereby referred to and made a part hereof, whereby Principal agrees to install and complete certain designated public improvements identified therein as the Phase 1 Infrastructure; and

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

Now, therefore, we, the Principal and the undersigned as corporate Surety, are held and firmly bound unto the City and County of San Francisco and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the agreement and referred to in Title 15 of the Civil Code in the sum of One Million Seven Hundred Thousand and NO/100 Dollars (\$1,700,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount set forth. If suit is brought on this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City and County of San Francisco, in successfully enforcing the obligation, to be awarded and fixed by the Court, to be taxed as costs, and to be included in the judgment rendered.

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

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

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

In witness whereof, this instrument has been duly executed by Principal and Surety on March 20, 2015.

"PRINCIPAL"

1000 CHANNEL STREET OWNER,
LLC,
a Delaware limited liability company

By: 
Name:
Title: **Eric Rubenfeld**
Vice President & Secretary

"SURETY"

RLI Insurance Company

By: 
Its: Tracy Aston, Attorney-in-Fact

Address: 8950 S. 52nd Street, Suite 209
Tempe, AZ 85284

Telephone: 480-940-8420

Facsimile: 480-940-8425

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

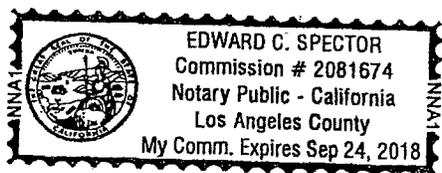
County of Los Angeles

On MAR 20 2015 before me, Edward C. Spector, Notary Public, personally appeared Tracy Aston who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 
Signature of Notary Public





RLI Surety
 9025 N. Lindbergh Dr. | Peoria, IL 61615
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY
RLI Insurance Company

Know All Men by These Presents:

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

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Tracy Aston, Ashraf Elmasry, Simone Gerhard, KD Conrad, Edward C. Spector, Daravy Mady, James Ross, B. Aleman, Lisa Crail, Kristine Mendez, Misty Wright, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

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

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

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

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 3rd day of September, 2014.



RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

On this 3rd day of September, 2014, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this day of .

MAR 20 2015

RLI Insurance Company

By: [Signature]
 Jacqueline M. Bockler Notary Public

By: [Signature]
 Roy C. Die Vice President



0433477020212

Bond No. CMS284337
Premium: \$146,000.00

Faithful Performance Bond
Block 1
Pump Station Improvements

Whereas, the Board of Supervisors of the City and County of San Francisco, State of California, and 1000 Channel Street Owner, LLC (hereafter designated as "**Principal**") have entered into that certain Mission Bay South Block 1 Public Improvement Agreement, dated _____, 2015 (the "**Agreement**"), which is hereby referred to and made a part hereof, whereby Principal agrees to install and complete certain designated public improvements identified therein as the Pump Station Improvements; and

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

Now, therefore, we, Principal and RLI Insurance Company, as **Surety**, are held and firmly bound unto the **City and County of San Francisco** (hereafter called "**City of San Francisco**") in the penal sum of Seven Million Three Hundred Thousand and NO/100 Dollars (\$7,300,000.00) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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

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

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

In witness whereof, this instrument has been duly executed by Principal and Surety on March 20, 2015.

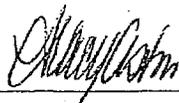
"PRINCIPAL"

1000 CHANNEL STREET OWNER,
LLC,
a Delaware limited liability company

By: ER
Name: Eric Rubinfeld
Title: Vice President & Secretary

"SURETY"

RLI Insurance Company

By: 

Its: Tracy Aston, Attorney-in-Fact

Address: 8950 S. 52nd Street, Suite 209

Tempe, AZ 85284

Telephone: 480-940-8420

Facsimile: 480-940-8425

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California

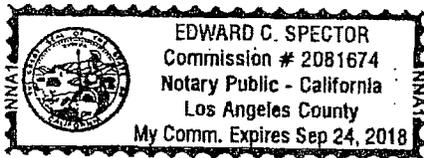
County of Los Angeles

MAR 20 2015

On _____ before me, Edward C. Spector, Notary Public, personally appeared Tracy Aston who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature *Ed C. S.*
Signature of Notary Public



RLI Surety
 9025 N. Lindbergh Dr. | Peoria, IL 61615
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY
RLI Insurance Company

Know All Men by These Presents:

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

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Tracy Aston, Ashraf Elmasry, Simone Gerhard, KD Conrad, Edward C. Spector, Daravy Mady, James Ross, B. Aleman, Lisa Crail,
Kristine Mendez, Misty Wright, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

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

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

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

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 3rd day of September, 2014.



RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

On this 3rd day of September, 2014, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this _____ day of _____

MAR 20 2015

By: [Signature]
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President



0433477020212

Bond No. CMS284337
Premium charged is included
in charge for performance bond

Labor and Material Bond

Block 1

Pump Station Improvements

Whereas, the Board of Supervisors of the City and County of San Francisco, State of California, and 1000 Channel Street Owner, LLC (hereafter designated as "**Principal**") have entered into that certain Mission Bay South Block 1 Public Improvement Agreement, dated _____, 2015 (the "**Agreement**"), which is hereby referred to and made a part hereof, whereby Principal agrees to install and complete certain designated public improvements identified therein as the Pump Station Improvements; and

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

Now, therefore, we, the Principal and the undersigned as corporate Surety, are held and firmly bound unto the City and County of San Francisco and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the agreement and referred to in Title 15 of the Civil Code in the sum of Three Million Six Hundred Fifty Thousand and NO/100 Dollars (\$3,650,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount set forth. If suit is brought on this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City and County of San Francisco, in successfully enforcing the obligation, to be awarded and fixed by the Court, to be taxed as costs, and to be included in the judgment rendered.

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

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

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

In witness whereof, this instrument has been duly executed by Principal and Surety on March 20, 2015.

"PRINCIPAL"

1000 CHANNEL STREET OWNER,
LLC,
a Delaware limited liability company

By: ER
Name: Eric Rubenfeld
Title: Vice President & Secretary

"SURETY"

RLI Insurance Company

By: Tracy Aston
Its: Tracy Aston, Attorney-in-Fact

Address: 8950 S. 52nd Street, Suite 209
Tempe, AZ 85284

Telephone: 480-940-8420

Facsimile: 480-940-8425

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California

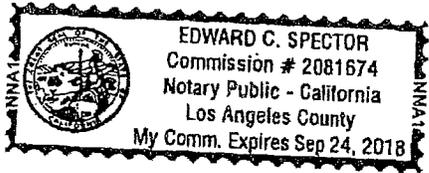
County of Los Angeles

On MAR 20 2015 before me, Edward C. Spector, Notary Public, personally appeared Tracy Aston who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *E.C.S.*
Signature of Notary Public





RLI Surety
 9025 N. Lindbergh Dr. | Peoria, IL 61615
 Phone: (800)645-2402 | Fax: (309)689-2036
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POWER OF ATTORNEY
RLI Insurance Company

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Tracy Aston, Ashraf Elmasry, Simone Gerhard, KD Conrad, Edward C. Spector, Daravy Mady, James Ross, B. Aleman, Lisa Crail,
Kristine Mendez, Misty Wright, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

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

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

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

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 3rd day of September, 2014.



RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

On this 3rd day of September, 2014, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this day of .

MAR 20 2015

RLI Insurance Company

By: [Signature]
 Jacqueline M. Bockler Notary Public

By: [Signature]
 Roy C. Die Vice President



0433477020212

Bond No. CMS284336
Premium: \$56,000.00

Faithful Performance Bond
Block 1
Park P3 Improvements

Whereas, the Board of Supervisors of the City and County of San Francisco, State of California, and 1000 Channel Street Owner, LLC (hereafter designated as "**Principal**") have entered into that certain Mission Bay South Block 1 Public Improvement Agreement, dated _____, 2015 (the "**Agreement**"), which is hereby referred to and made a part hereof, whereby Principal agrees to install and complete certain designated public improvements identified therein as the Park P3 Improvements; and

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

Now, therefore, we, Principal and RLI Insurance Company, as **Surety**, are held and firmly bound unto the **City and County of San Francisco** (hereafter called "**City of San Francisco**") in the penal sum of Two Million Eight Hundred Thousand and NO/100 Dollars (\$2,800,000.00) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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

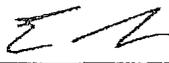
As part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City of San Francisco in successfully enforcing the obligation, all to be taxed as costs and included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

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

In witness whereof, this instrument has been duly executed by Principal and Surety on March 20, 2015.

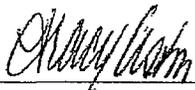
"PRINCIPAL"

1000 CHANNEL STREET OWNER,
LLC,
a Delaware limited liability company

By: 
Name: _____
Title: Eric Rubinfeld
Vice President & Secretary

"SURETY"

RLI Insurance Company

By:  _____

Its: Tracy Aston, Attorney-in-Fact

Address: 8950 S. 52nd Street, Suite 209

Tempe, AZ 85284

Telephone: 480-940-8420

Facsimile: 480-940-8425

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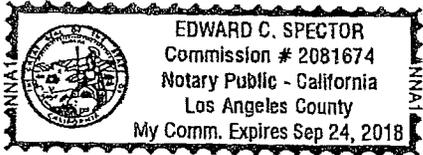
County of Los Angeles

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

WITNESS my hand and official seal.

Signature 
Signature of Notary Public





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in the City of Los Angeles, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

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

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

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

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 3rd day of September, 2014.



RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

On this 3rd day of September, 2014, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this day of .

MAR 20 2015

RLI Insurance Company

By: [Signature]
 Jacqueline M. Bockler Notary Public

By: [Signature]
 Roy C. Die Vice President



0433477020212

Bond No. CMS284336
Premium charged is included
in charge for performance bond

Labor and Material Bond

Block 1

Park P3 Improvements

Whereas, the Board of Supervisors of the City and County of San Francisco, State of California, and 1000 Channel Street Owner, LLC (hereafter designated as "**Principal**") have entered into that certain Mission Bay South Block 1 Public Improvement Agreement, dated _____, 2015 (the "**Agreement**"), which is hereby referred to and made a part hereof, whereby Principal agrees to install and complete certain designated public improvements identified therein as the Park P3 Improvements, and

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

Now, therefore, we, the Principal and the undersigned as corporate Surety, are held and firmly bound unto the City and County of San Francisco and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the agreement and referred to in Title 15 of the Civil Code in the sum of One Million Four Hundred Thousand and NO/100 Dollars (\$1,400,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount set forth. If suit is brought on this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City and County of San Francisco, in successfully enforcing the obligation, to be awarded and fixed by the Court, to be taxed as costs, and to be included in the judgment rendered.

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

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

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

In witness whereof, this instrument has been duly executed by Principal and Surety on March 20, 2015.

"PRINCIPAL"

1000 CHANNEL STREET OWNER,
LLC,
a Delaware limited liability company

By: 
Name:
Title: Eric Rubinfeld
Vice President & Secretary

"SURETY"

RLI Insurance Company

By: 
Its: Tracy Aston, Attorney-in-Fact

Address: 8950 S. 52nd Street, Suite 209

Tempe, AZ 85284

Telephone: 480-940-8420

Facsimile: 480-940-8425

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

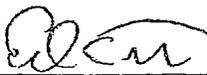
State of California

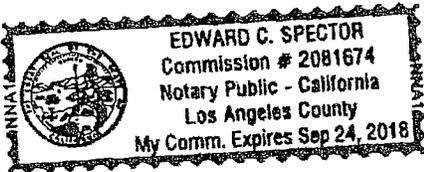
County of Los Angeles

On MAR 20 2015 before me, Edward C. Spector, Notary Public, personally appeared Tracy Aston who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 
Signature of Notary Public





RLI Surety
 9025 N. Lindbergh Dr. | Peoria, IL 61615
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY
RLI Insurance Company

Know All Men by These Presents:

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

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Tracy Aston, Ashraf Elmasy, Simone Gerhard, KD Conrad, Edward C. Spector, Daravy Mady, James Ross, B. Aleman, Lisa Crail,
Kristine Mendez, Misty Wright, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed **Twenty Five Million Dollars (\$25,000,000.00)**.

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

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

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

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 3rd day of September, 2014.



RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

On this 3rd day of September, 2014, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this day of

MAR 20 2015

By: [Signature]
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President



0433477020212

Statement of Subdivision Security
California Government Code Sections 66492 and 66493

The official records for secured real property tax maintained by the Tax Collector of the City and County of San Francisco show that the estimated amount of secured real property tax due for the fiscal year 2015-2016 for each of the following properties, which are subject to liens for taxes not yet payable, is:

Block 8715 Lot 006	
Estimate property tax due for FY 2015-2016	\$838,191
Block 8715 Lot 007	
Estimate property tax due for FY 2015-2016	\$851,245
Block 8715 Lot 008	
Estimate property tax due for FY 2015-2016	\$558,558

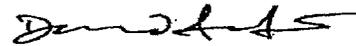
Pursuant to the requirements of California Government Code Section 66493, the security bond required to be posted with the Clerk of the Board of Supervisors prior to the recordation of this subdivision map is the amount of \$4,495,987.

The amount of security for the taxes specified above will remain in effect through April 10, 2016. If the parcel or the map designated above is not recorded in the Assessor-Recorder's Office on or prior to this date, a new statement of subdivision security must be obtained.

This statement does not include any assessments for taxes or other assessments that do not appear on the secured real property tax roll maintained by the San Francisco Tax Collector.

April 24, 2015

Date



DAVID P. AUGUSTINE
Tax Collector
City & County San Francisco

BOND No.: CMS284354
PREMIUM: \$ 89,920.00
Effective Date: May 1, 2015

SUBDIVISION TAX BOND

KNOW ALL MEN BY THESE PRESENTS:

1000 Channel Street Owner, LLC,

That we, a Delaware limited liability company, as Principal and RLI Insurance Company, a Illinois corporation, as Surety, are held and firmly bound unto the CITY AND COUNTY OF SAN FRANCISCO, in the penal sum of Four Million Four Hundred Ninety Five Thousand Nine Hundred Eighty Seven and NO/100 Dollars (\$ 4,495,987.00) lawful money of the United States of America, to be paid to the COUNTY OF SAN FRANCISCO, State of California, for which payment, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents, to assure payment of fiscal year 2015-2016 real estate taxes.

WHEREAS, the above names Principal is about to file a map entitled:

Block 8715, Lot 006; Block 8715, Lot 007; Block 8715, Lot 008

and

WHEREAS, there are no liens against the subdivision or any part thereof for unpaid state, county, municipal or local taxes or special assessments collected by taxes, except taxes or special assessments not yet payable.

NOW, THEREFORE, if the said Principal shall pay on or before April 10, 2016 all taxes and assessments, which are now a lien against said tract, or any part thereof, but not yet payable at the time of filing of the map of said tract, then this obligation is to be void and of no effect; otherwise to remain in full force and effect.

PROVIDED, however, that the Surety may terminate this bond as to future liability by giving thirty (30) days written notice to the Obligee at the above address, such termination not to affect any liability incurred or accrued prior to the expiration of said thirty (30) day period.

SIGNED, SEALED AND DATED this 1st day of May, 2015.

-----PRINCIPAL-----

1000 Channel Street Owner, LLC,
a Delaware limited liability company

By: EA

Name: ERIC RUBENFELD

Title: VICE PRESIDENT & SECRETARY

-----SURETY-----

RLI Insurance Company

By: Tracy Aston

Tracy Aston Attorney-in-Fact

ACKNOWLEDGEMENT

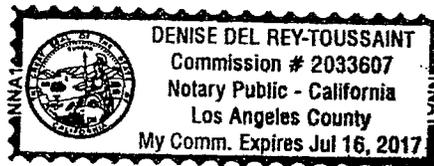
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On May 4, 2015 before me, Denise del Rey-Toussaint, Notary Public, personally appeared Eric Rubinfeld (insert name(s) of signer(s)) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Denise del Rey-Toussaint (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

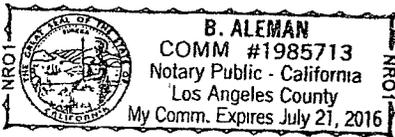
State of California

County of Los Angeles

On MAY 1 2015 before me, B. Aleman, Notary Public, personally appeared Tracy Aston who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature

[Handwritten Signature]
Signature of Notary Public



RLI Surety
 9025 N. Lindbergh Dr. | Peoria, IL 61615
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POWER OF ATTORNEY
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That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Tracy Aston, Ashraf Elmasry, Simone Gerhard, KD Conrad, Edward C. Spector, Daravy Mady, James Ross, B. Aleman, Lisa Crail, Kristine Mendez, Misty Wright, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

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

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

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

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 3rd day of September, 2014.



RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

On this 3rd day of September, 2014, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this day of MAY 1 - 2015

By: [Signature]
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

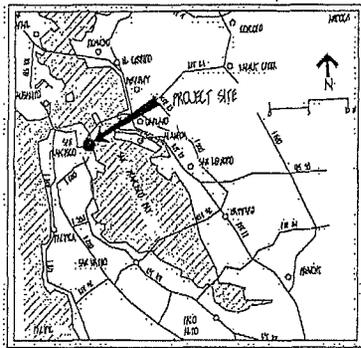
By: [Signature]
 Roy C. Die Vice President



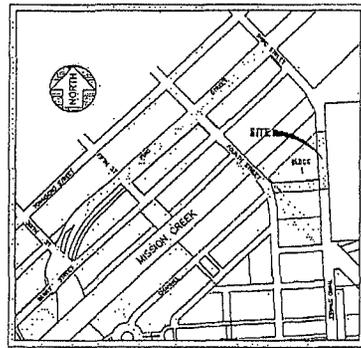
0433477020212

MISSION BAY BLOCK 1

MISSION BAY, SAN FRANCISCO, CALIFORNIA



REGIONAL LOCATION
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

PROJECT SUBCONSULTANTS

- | | |
|--------------------------------|-------------------------------------|
| ELECTRICAL AND JOINT TRENCH | F.W. ASSOCIATES, INC. |
| LIGHTING DESIGN AND CONSULTING | LOOP LIGHTING DESIGN AND CONSULTING |
| LANDSCAPE ARCHITECTS | CLIFF LOWE ASSOCIATES |
| STRUCTURAL ENGINEERING | PQH-WONG |
| CATHODIC PROTECTION | JDH CORROSION CONSULTANTS, INC. |



TITLE SHEET	
MISSION BAY BLOCK 1 MISSION BAY PROJECT, SAN FRANCISCO, CA	
DATE: 08/25/15 DRAWN BY: JLD CHECKED BY: JLD SCALE: AS SHOWN PROJECT NO.: 42045	DESCRIPTION: BASE
FOCAL-MB, LLC Mission Bay Development Group, LLC 1000 S. F STREET, SUITE 100 SAN FRANCISCO, CA 94108	
FREYER LAURETA, INC. CIVIL ENGINEERS • SURVEYORS • CONSTRUCTION MANAGERS 1000 S. F STREET, SUITE 100 SAN FRANCISCO, CA 94108	
SHEET C1.0 JOB NO. 42045	

3690

GENERAL NOTES

- 1A. OWNER: FOCK-ME, LLC
1B. PROJECT MANAGER: JESSON BAY DEVELOPMENT GROUP, LLC
1C. CIVIL ENGINEER: FRETZER & LAURENCE, INC.
2. ELEVATIONS SHOWN ARE ON MICHON BAY DATUM (CITY OF SAN FRANCISCO DATUM +103.00 FEET).
3. ALL WORK SHALL BE IN ACCORDANCE TO THE PROJECT MANUAL AND PROVISIONS OF THE MISSION BAY SUBDIVISION...

- 300. NEW SERVICES AND NEW LATERALS TO NEW INHABITS FROM EXISTING WATER MAINS. CONTRACTOR INSTALLS PIPE, WATER MAINS AND CONNECTIONS TO EXISTING WATER MAINS SHALL BE DONE BY SPFD PERSONNEL.
301. ALL RECORD LOCATIONS, EXISTING AND PROPOSED RESTORATION.
302. NEW LATERALS TO NEW LIFTS FROM NEW WATER MAINS. CONTRACTOR COMPLETES ALL WORK TO THE FIRE HYDRANT...
303. ALL CONNECTIONS OF NEW WATER MAINS TO EXISTING MAINS SHALL BE DONE BY SPFD PERSONNEL...

- 34. ALL FIRE HYDRANT GATE VALVE COVERS SHALL HAVE INTEGRATED RAISED LETTERS STATING "3170-110-01" OR AS DIRECTED BY THE CITY'S REPRESENTATIVE.
35. ALL NEW CONNECTIONS OR SERVICE PIPES FROM EXISTING GAS MAINS SHALL BE DONE ONLY BY PG&E.
36. ADD A STAMP ON THE TOP FACE OF THE CURB DIRECTLY OVER A UTILITY SERVICE THAT IS NOT SET OPERATIONAL...
37. STREET NAMES SHALL BE STAMPED INTO THE CONCRETE AT THE INTERSECTION IN BOTH DIRECTIONS...
38. NO STREET CLOSURES WILL BE ALLOWED ON 3RD STREET FROM 3400 TO 3400 N. (M-F) AND DURING ANY MAJOR EVENTS...

3693

MISSION BAY BLOCK 1
MISSION BAY PROJECT, SAN FRANCISCO, CA
GENERAL NOTES
FOCK-ME, LLC
Mission Bay Development
CRENSHAW, LLC
PROJECT MANAGER

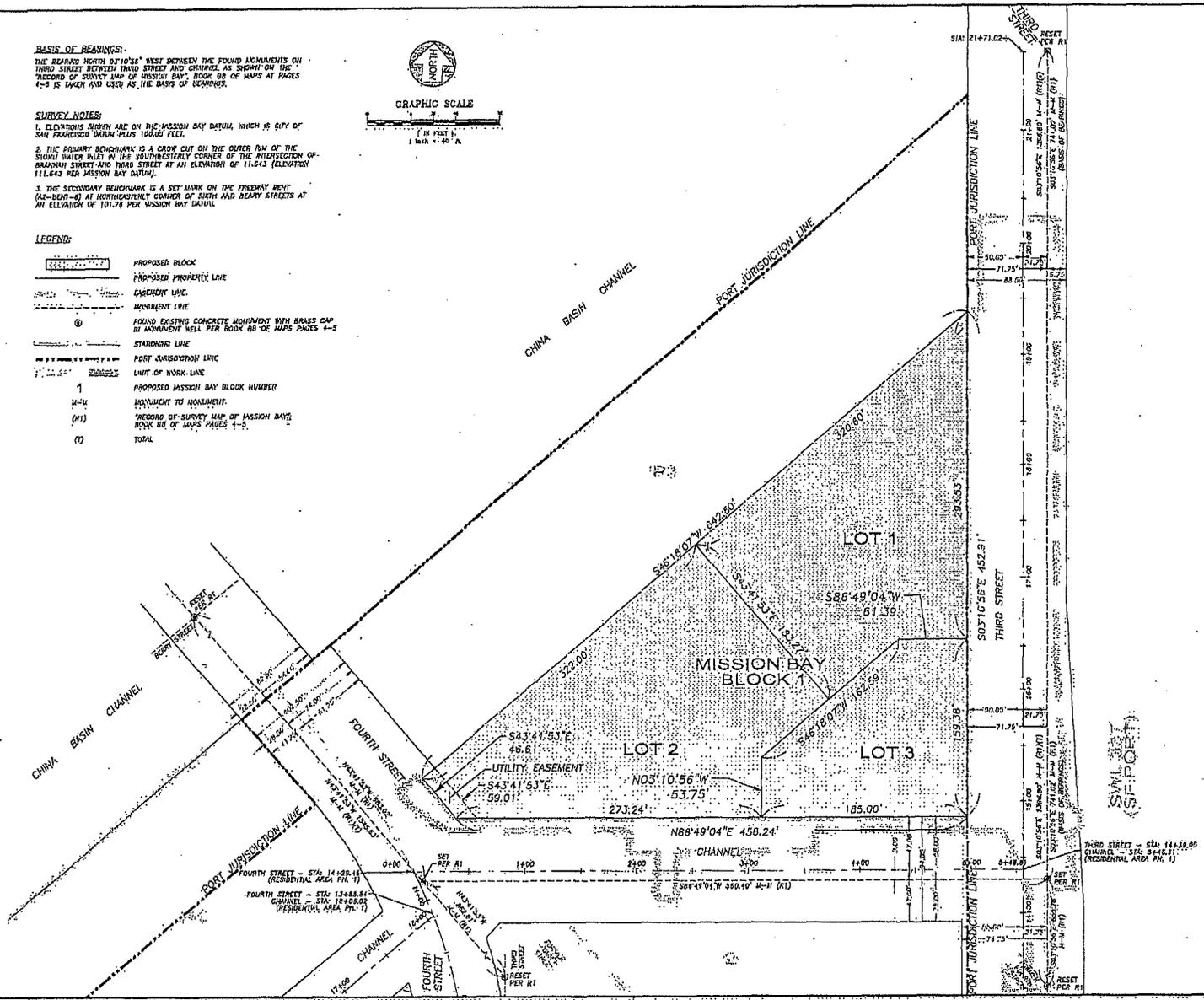
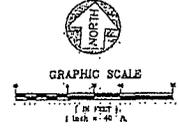
City and County of the San Francisco
San Francisco Department of Public Works
Disability Access Compliance for City Funded Projects
Application Fill in project name and address and then scan into plan.
Project: MISSION BAY BLOCK 1
Project Address:
PLAN REVIEW STATUS:
INSPECTION CHECKLIST:
By: [Signature] Date: [Date]

3694

BASIS OF BEARINGS:
 THE BEARING NORTH 01°10'58" WEST BETWEEN THE FOUND MONUMENTS ON THIRD STREET BETWEEN THIRD STREET AND CHINA BASIN AS SHOWN ON THE "RECORD OF SURVEY MAP OF MISSION BAY", BOOK 88 OF MAPS AT PAGES 4-5 IS TAKEN AND USED AS THE BASIS OF BEARINGS.

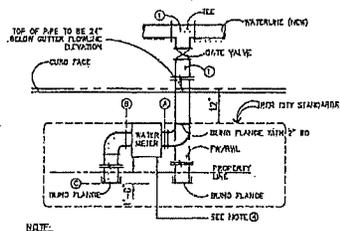
SURVEY NOTES:
 1. ELEVATIONS SHOWN ARE ON THE MISSION BAY DATUM, WHICH IS CITY OF SAN FRANCISCO DATUM PLUS 100.00 FEET.
 2. THE PRIMARY BENCHMARK IS A CROWN CUT ON THE OUTER PIN OF THE STUANI WATER WALE IN THE SOUTHWESTERLY CORNER OF THE INTERSECTION OF BRANSHU STREET AND THIRD STREET AT AN ELEVATION OF 111.643 (ELEVATION 111.643 PER MISSION BAY DATUM).
 3. THE SECONDARY BENCHMARK IS A SET MARK ON THE FREEWAY RAMP (A2-BEAR-8) AT NORTHEASTLY CORNER OF SOUTH AND BEARY STREETS AT AN ELEVATION OF 101.74 PER MISSION BAY DATUM.

- LEGEND:**
- PROPOSED BLOCK
 - PROPOSED PROPERTY LINE
 - EASEMENT LINE
 - MONUMENT LINE
 - FOUND EXISTING CONCRETE MONUMENT WITH BRASS CAP OR MONUMENT WELL PER BOOK 88 OF MAPS PAGES 4-5
 - STARTING LINE
 - PORT JURISDICTION LINE
 - LIMIT OF WORK LINE
 - PROPOSED MISSION BAY BLOCK NUMBER
 - MONUMENT TO MONUMENT
 - "RECORD OF SURVEY MAP OF MISSION BAY", BOOK 88 OF MAPS PAGES 4-5
 - TOTAL



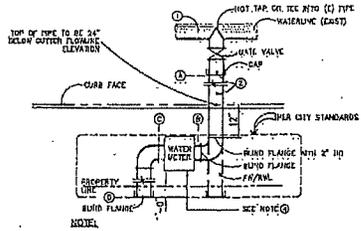
SURVEY CONTROL PLAN	
MISSION BAY BLOCK 1 MISSION BAY PROJECT, SAN FRANCISCO, CA	
FOCAL-MB, LLC	LAUREL INC.
Mission Bay Development Group, LLC	Development Partner
DATE: 04/29/14	SHEET: C1.4
JOB NO.: 42045	JOB NO.: 42045

3706



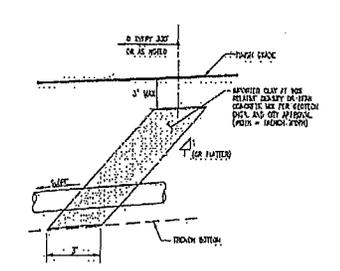
- NOTE:
- CONTRACTOR TO INSTALL NEW WATERLINE TO POINT (A) WITH BRASS FLANGE FOR LINK PORT IN AND AM. CONTRACTOR SHALL CONSTRUCT WATER LAMPING TO ONE (1) FOOT BEHIND PROPERTY LINE W/ BRASS FLANGE.
 - REFER TO INSTALL WATER METER.
 - CONTRACTOR TO INSTALL ALL NECESSARY APPURTENANCES SUCH AS FITTINGS, MECHANICAL JOINTS, GATE VALVE, BRASS FLANGES, TRIPLE BLOCKS, ETC.
 - PROVIDE MANHOLE AND MULTIPLE WATER BOXES FOR SERVICE LINE SIZE ON LINE SIZE WATER METER & SERVICE LINE WATER BOX TYPE AND SIZE SHALL BE APPROVED BY COS-PUC. (SEE TYPE 3 & 4 METER VAULT DETAILS)

1 WATERLINE INSTALLATION TO NEW MAIN
SCALE: NO SCALE

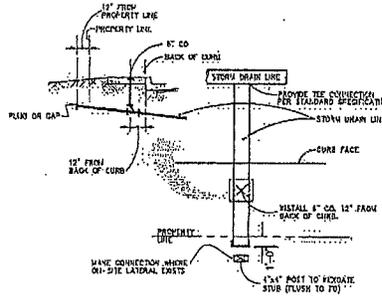


- NOTE:
- REFER TO INSTALL HOT TAP OR TEE & GY TO POINT (A) WITH CAP.
 - CONTRACTOR TO INSTALL NEW WATERLINE FROM POINT (A) TO (B) FOR L.P. FOR FW AND RW. CONTRACTOR SHALL CONSTRUCT WATER LAMPING TO ONE (1) FOOT BEHIND PROPERTY LINE WITH BRASS FLANGE.
 - REFER TO INSTALL WATER METER.
 - PROVIDE MANHOLE AND MULTIPLE WATER BOXES FOR SERVICE LINE SIZE ON LINE SIZE WATER METER & SERVICE LINE WATER BOX TYPE AND SIZE SHALL BE APPROVED BY COS-PUC. (SEE TYPE 3 & 4 METER VAULT DETAILS)

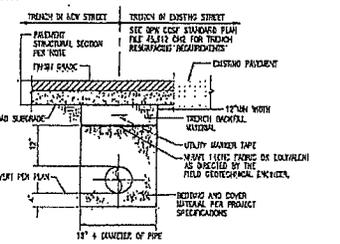
2 WATERLINE INSTALLATION TO EXIST MAIN
SCALE: NO SCALE



3 CLAY SEAL
SCALE: NO SCALE

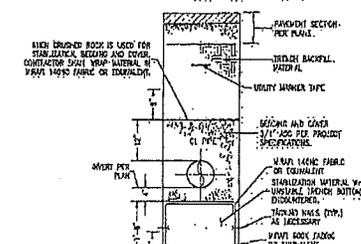


4 SEPARATED STORM DRAIN SYSTEM
SCALE: NO SCALE



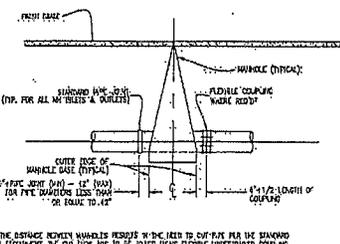
- NOTE:
- PROTECT AND COVER MATERIAL SHALL BE 3/4\"/>
 - CONTRACTOR SHALL RECONSTRUCT SUBGRADE AS APPROVED BY THE GEOTECHNICAL ENGINEER.

5 TYPICAL TRENCH SECTION
SCALE: NO SCALE



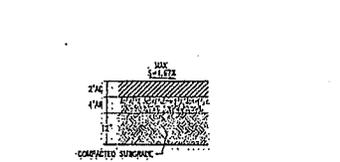
- NOTE:
- THIS DETAIL APPLIES ONLY TO SS, SD, AND SEW MAIN LINES. THIS DETAIL IS NOT FOR LATERALS.
 - CONTRACTOR SHALL RECONSTRUCT SUBGRADE AS APPROVED BY THE GEOTECHNICAL ENGINEER.

6 UTILITY MAIN TRENCH SECTION W/ STABILIZATION
SCALE: NO SCALE



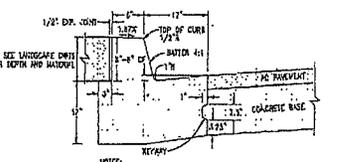
- NOTE:
- WHERE THE DISTANCE BETWEEN MANHOLES RESULTS IN THE NEED TO OUP-PUR FOR THE MANHOLE 7 1/2\"/>

7 STORM DRAIN AND SANITARY SEWER MANHOLE FLEXIBLE JOINT - TYPICAL
SCALE: NO SCALE



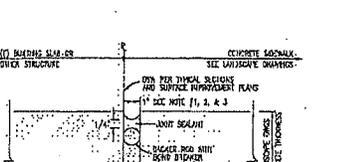
- NOTE:
- AGGREGATE BASE SHALL BE CLASS 2 PER THE PROVISIONS IN SECTION 26. AGGREGATE BASES OF THE CALLING STANDARD SPECIFICATIONS AND COMPARED TO A RELATIVE COMPRESSION OF 80%.
 - ADHESIVE CONCRETE SHALL BE TYPE 'B' 1/2\"/>
 - ALL TRENCHES SHALL BE COVERED WITH 6\"/>

8 TEMPORARY SIDEWALK
SCALE: NO SCALE



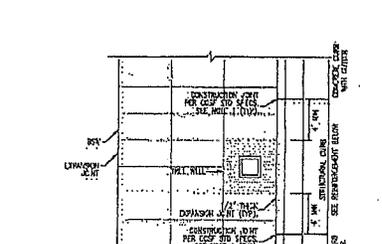
- NOTE:
- CURB/GUTTER DETAIL WORK AT TREE WELL LOCATIONS REFER TO STRUCTURAL CURB DETAIL FOR DESCRIPTION OF RECONSTRUCTION.
 - CONSTRUCTION JOINTS SHALL BE INSTALLED THROUGH COMPACTED CURB/GUTTER FOR COST SAVINGS. ALL INTERSECTIONS MUST EXCEED 7.5 FEET.
 - WHERE THERE IS EXISTING CURB/GUTTER TO MATCH, CONTRACTOR SHALL MATCH EXISTING CONDITIONS OF CONSTRUCTION JOINTS.
 - REFER TO DRAWING PLAN FOR CURB FACE TRANSITION FROM 8\"/>

9 REVISED CITY STANDARD CURB/GUTTER DETAIL
SCALE: NO SCALE



- NOTE:
- 1/2\"/>
 - 1\"/>
 - WALKER-NO WALKING COVERS AT THE PROPERTY LINE. DETAIL TO BE 2.5' TO 3' FROM THE CURB TO THE CURB FACE. LEAVE A 1\"/>

10 EXPANSION JOINT
SCALE: NO SCALE



- NOTE:
- FOR DIMENSIONS NOT SHOWN, REFER TO REVISION OR STANDARD CONSTRUCTION DETAIL.

11 STRUCTURAL CURB/GUTTER AT TREE WELL LOCATIONS
SCALE: NO SCALE

MISSION BAY BLOCK 1
MISSION BAY PROJECT, SAN FRANCISCO, CA

PLAN DETAILS

NO. OF SHEETS	TOTAL SHEETS	SHEET NO.	SHEET TITLE	DATE	REVISIONS	DRAWN	CHECKED	APPROVED

FOOL-ME U.C
Mission Bay Development Group, LLC
CONTRACT NO. 42045

SHEET
C5.1
JOB NO.
42045

3710

GENERAL NOTES

- ALL STREET LIGHTING PROJECTS ARE SUBJECT TO BE REVIEW OR INSPECTED BY CCSF BOM. EASEMENTS ARE SUBJECT TO BE INSPECTED BY DCSF BOM. CONTRACTOR SHALL PAY ALL COSTS FOR PERMITS AND INSPECTIONS.
- NOT USED.
- THE CONTRACTOR SHALL MAKE ARRANGEMENTS WITH POLE FOR SERVICE POINTS TO STREET LIGHTING AND IRRIGATION SERVICE PEDESTAL AND SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED THEREWITH WHICH SHALL BE PAID DIRECTLY TO POLE. THE CONTRACTOR SHALL VERIFY THE STREET LIGHT SERVICE POINT LOCATION(S) WITH POLE PRIOR TO INSTALLATION. POLE PROVIDE FINAL CONNECTION FOR SERVICE AT SERVICE CONNECTION PULL BOX.
- THE CONTRACTOR SHALL INSTALL STREET LIGHT STANDARD WITH CONCRETE FOUNDATIONS PER CONTRACT DOCUMENTS. SHOP DRAWINGS/CATALOG CUTS OF ALL MATERIALS, SUCH AS POLE, ARM AND LUMINAIRES, CONDUIT, WIRE, FUSES, FUSE HOLDERS AND ETC., SHALL BE SUBMITTED FOR CCSF BOM APPROVAL.
- THE CONTRACTOR SHALL NOTIFY CCSF BOM AT LEAST FIVE DAYS PRIOR TO PULL BOX SETTING, FOUNDATION POURING, CONDUIT AND WIRING INSTALLATION, ETC. FOR INSPECTION.
- SEVEN DAYS PRIOR TO COMPLETION OF STREET LIGHT WORK, CONTRACTOR SHALL NOTIFY PUMP AND CCSF BOM FOR FINAL INSPECTION BEFORE ACCEPTANCE OF NEWLY INSTALLED STREET LIGHTS. THE CONTRACTOR SHALL SUBMIT AS-BUILT DRAWINGS TO OWNER BEFORE PROJECT ACCEPTANCE.
- SEE STRUCTURAL DRAWING DETAIL FOR STREET LIGHT POLE CONCRETE FOUNDATIONS.
- NOT USED.
- THE WIRING FOR THE STREET LIGHT SHALL CONFORM TO THE REQUIREMENTS OF PLAN 49,082 AND CONTRACT DOCUMENTS.
- CUT OFF LENSES AND DEVICES OF STREET LIGHTING SHALL REQUIRE SPECIFIC APPROVAL OF WHP BY VARIANCE.
- EXCEPT AS NOTED, ALL WIRING METHODS AND EQUIPMENT CONSTRUCTION SHALL CONFORM TO THE NATIONAL ELECTRIC CODE (N.E.C.) AND APPLICABLE SECTIONS OF THE STANDARD PLANS AND SPECIFICATIONS, BUREAU OF ENGINEERING, DEPARTMENT OF PUBLIC WORKS, CITY AND COUNTY OF SAN FRANCISCO DATED JULY 1906 AND LATEST CHANGES AND AMENDMENTS.
- ALL SPLICES SHALL BE MADE IN ACCORDANCE WITH PLAN 43,665 CHANGE 2.
- UNLESS AUTHORIZED OTHERWISE, ALL WIRING FOR STREET LIGHTS OF 110, 110 AWG SHALL BE SOLID COPPER AND 110, 8 AWG OR LARGER AS INDICATED ON DRAWINGS. SHALL BE STRANDED COPPER, INSULATED FOR 600 VOLTS WITH TYPE THW INSULATION. ALL WIRING SHALL BE OF THE FOLLOWING SIZES:
 - ALL FIELD WIRING #8 MINIMUM (N.E.C.)
 - PULLBOX TO STREET LIGHTS #10 MINIMUM (N.E.C.)
 - ALL WIRE IN POLE #10 MINIMUM (N.E.C.)
- CONDUIT SHALL BE 1/2" HIGH HOT-DIP GALVANIZED RIGID STEEL U.O.M. AS INDICATED IN SECTION 601 OF STANDARD SPECIFICATIONS, BUREAU OF ENGINEERING, DEPARTMENT OF PUBLIC WORKS, CITY AND COUNTY OF SAN FRANCISCO DATED NOVEMBER 2000.
- ALL STEEL CONDUIT AND OTHER METAL PARTS, INCLUDING BONDING BUSHING, SHALL BE HOT-DIP GALVANIZED AND SHALL BE N.E.C. APPROVED PARTS AND SHALL BE CONTINUOUSLY BONDED AND GROUNDING PER N.E.C. REQUIREMENTS.
- ALL DEWS AND FOR OFFSETS SHALL BE MADE WITH FACTORY SECTIONS USING APPROVED COUPLERS PER N.E.C. REQUIREMENTS.
- ALL EMPTY CONDUITS SHALL HAVE A ONE-QUARTER INCH POLYPROPYLENE PULL ROPE PROVIDED INSIDE AND SEALED WITH A DUCT SEAL, APPROVED BY CCSF BOM, ON BOTH ENDS OF THE CONDUIT.
- THE ENDS OF ALL CONDUITS INSTALLED SHALL BE SEALED WITH A DUCT SEAL APPROVED BY CCSF BOM. CONDUITS STUBBED FOR FUTURE EXTENSION SHALL BE CAPPED.
- ALL PULL BOXES SHALL BE PER PLAN 49,083 CHANGE 1 AND SHALL BE INSTALLED WITHIN FIVE FEET OF THE BASE OF ALL STREET LIGHT POLES. LOCATE ALL STREET LIGHT PULL BOXES BEHIND LIGHT POLES TOWARDS PROPERTY SIDE. SEE LANDSCAPE DRAWINGS FOR LOCATIONS AND OTHER DETAILS.
- ALL CONDUIT STUB CUTS MUST BE TERMINATED WITH GROUNDING BUSHING AND BOXED TO MEET CITY OF SAN FRANCISCO ELECTRIC CODE.
- ALL PULL BOX COVERS SHALL BE DESCRIBED WITH OWNERSHIP'S NAME, "AT&T", "COMCAST", "POLE", ETC.
- PULL BOXES SHALL NOT BE PLACED WHERE THEY WILL BE SUBJECT TO VEHICULAR TRAFFIC.

GENERAL NOTES (CONT.)

- ALL STREET LIGHTING PULL BOX COVERS SHALL BE DESCRIBED WITH FIRST LINE, "STREET LIGHTING" AND THE SECOND LINE, "120/240 VOLT". LETTERS SHALL BE 1/4" HIGH AND MADE WITH 1/4" HIGH WIDE STROKES. LETTERS INSCRIBED IN ROUGHNET LIDS SO COVERS SHALL BE MADE WITH 1/8" HIGH (MINIMUM) DEEP IMPRINTS. LEGENDS IN STEEL COVERS SHALL BE MADE WITH WELD-BEAD LETTERS.
- INSTALL ALL STREET LIGHTING CONDUITS AND IRRIGATION SYSTEM POWER CONDUITS IN JOINT TRENCH OR SEPARATE TRENCH AT CONTRACTOR'S OPTION.
- ALL UNDERGROUND CONDUIT CONNECTIONS SHALL BE WATERPROOF AND ALL UNDERGROUND CABLE SPLICES SHALL BE MADE WATERPROOF.
- VAULT COVERS: ALL VAULTS AND PULLBOXES LOCATED WITHIN THE SIDEWALK AREA (STREET FURNITURE ZONE AND CLEAR ZONE) SHALL HAVE THE VAULT COVER TREATMENT AS SPECIFIED ON THE VAULT COVER MATRIX AND AS DETAILED IN THE LA-SERIES DRAWINGS. WHERE A VC ARE INCORPORATED, LABELING SHALL BE ON COVER OF THE AVC. SEE LANDSCAPE DRAWINGS FOR EXACT LOCATION OF VAULTS AND PULLBOXES.
- ALL LIGHT POLES SHALL BE EQUIPPED WITH GROUND STUD WELDED TO THE INTERIOR SURFACE OF POLE AT OPPOSITE SIDE OF THE HANDHOLE OPENING. GROUND STUD SHALL BE 1/4" - 20 X (CONTINUOUSLY THREADED) X 3/4" LONG AND SHALL BE FURNISHED WITH A TYPE 316 STAINLESS STEEL NUT AND STAINLESS STEEL SHAKPROOF WASHER. GROUND ALL LIGHT POLES WITH #8 AWG GROUND WIRE.

SYMBOL LEGEND

- (---)--- UNDERGROUND CONDUIT & WIRING - EXISTING, NEW RESPECTIVELY
- (---)--- CONDUIT STUB OUT WITH CONDUIT MARKER AND CAPPED FOR FUTURE
- (---)--- EXISTING 1 1/2" O.D. FOR STREET LIGHTING
- (---)--- NEW 1 1/2" O.D. FOR STREET LIGHTING 2 1/4" AWG U.O.M.
- (---)--- EXISTING JOINT TRENCH
- (---)--- NEW JOINT TRENCH
- (---)--- SINGLE LUMINAIRE STREET LIGHT ON POLE - EXISTING, NEW RESPECTIVELY
- "L" DENOTES FIXTURE TYPE, "LP" DENOTES FIXTURE POLE TYPE
- POLE IDENTIFICATION: SEE POLE INVENTORY ON DRAWING 7.
- (---)--- EXISTING UTILITY VAULT OR PULL BOX, SIZE AS SHOWN ON DRAWINGS
- (---)--- NEW UTILITY VAULT OR PULL BOX, SIZE AS SHOWN ON DRAWINGS
- (---)--- DETAIL OR DIAGRAM TAG
- (---)--- SHEET NOTE TAG
- (---)--- EQUIPMENT NOTE TAG

ABBREVIATIONS

- | | | | |
|-----------|--|-------|---|
| A | AMPERE | GRSC | GALVANIZED RIGID STEEL CONDUIT |
| AFB | ABOVE FINISHED FLOOR | HH | HANDHOLE |
| BCCM | BUREAU OF CONSTRUCTION MANAGEMENT | HID | HIGH INTENSIVE DISCHARGE |
| BSCW | BARE STRANDED COPPER WIRE | KWH | KILOWATT HOUR |
| BLMP | BUREAU OF LIGHT, HEAT, AND POWER | HH | HANDHOLE |
| C | CONDUIT | (N) | NEW |
| CB | CIRCUIT BREAKER | NTS | NOT TO SCALE |
| CC | COMCAST | PL | PROPERTY LINE |
| CCSF | CITY & COUNTY OF SAN FRANCISCO | PB | PULLBOX |
| CO | CONDUIT ONLY | P&E | PACIFIC GAS & ELECTRIC |
| CDX | CATALOG DEVELOPMENT | PUC | SAN FRANCISCO PUBLIC UTILITY COMMISSION |
| CTL | CONTROL LINE | PVC | POLYVINYL CHLORIDE CONDUIT |
| CU | COPPER CONDUIT(S) | PWSP | SAN FRANCISCO PUBLIC WORKS STANDARD PLANS |
| DPW | DEPARTMENT OF PUBLIC WORKS | SL | STREET LIGHTING |
| DTIS | CITY OF SAN FRANCISCO DEPARTMENT OF TELECOMMUNICATION AND INFORMATION SYSTEM | STP | TYPICAL |
| (E) | EXISTING TO REMAIN | UNO | UNLESS OTHERWISE NOTED |
| FE | FEET | V, KV | VOLT, KILOWATT |
| (G), GRD. | GROUND | W | WALT |
| | | WP | WEATHERPROOF |

STREET LIGHTING VOLTAGE DROP CALCULATION *

POLE NO.	CONDUCTOR SIZE (CU)	DISTANCE	VOLTS	AMP	AMP-FT	VD	VOK	VOLTAGE
P.B.	#4	400	240V, 1Ø	4.48	1792	1.1	0.5	239

* VOLTAGE DROP CALCULATION IS BASED ON #4 AWG(CU) WITH BOX POWER FACTOR.

STREET LIGHTING ELECTRICAL LOAD CALCULATION:

(E) SERVICE NO.	(E) TOTAL LOAD (WATTS)	(N) LOAD (WATTS)	(N) TOTAL LOAD (WATTS)	(N) TOTAL AMP @ 120/240V, 1Ø	(C) SERVICE SIZE
T1	2775	1075	3850	16.1	60A/2Ø

SYMBOL LEGEND, NOTES, ABBREVIATIONS + CALCULATIONS

BLOCK 1
MISSION BAY PROJECT, SAN FRANCISCO, CA

DATE: _____

DESCRIPTION: _____

FOOTNOTES:

F.S.L. Freyer & Laurets, Inc.
and engineers, architects, landscape architects, interior designers, and environmental planners
1000 Market Street, Suite 1000, San Francisco, CA 94102
Tel: (415) 774-1100 Fax: (415) 774-1101
www.fsl.com

Mission Bay Development
Crosby LLC
Professional Engineer

F.W. ASSOCIATES, INC.
CONSULTING ENGINEERS
1000 Market Street, Suite 1000, San Francisco, CA 94102
Tel: (415) 774-1100 Fax: (415) 774-1101
www.fwa.com

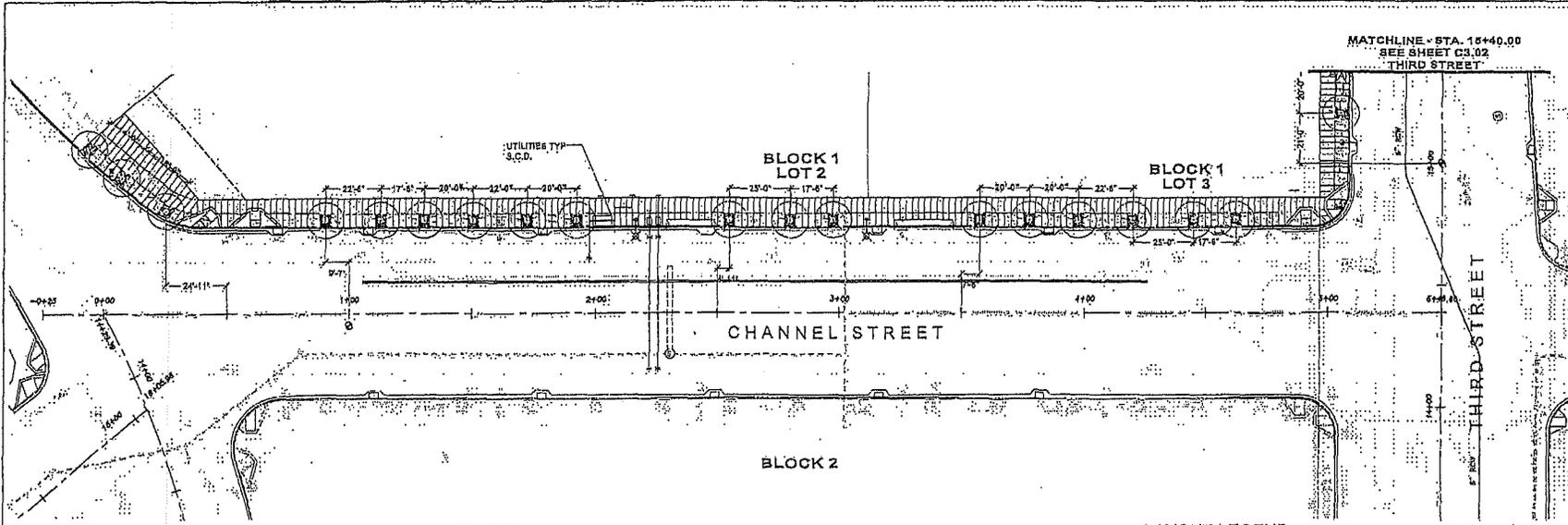
REGISTERED PROFESSIONAL ENGINEER
No. 4534
STATE OF CALIFORNIA
ELECTRICAL

STREET
EO 1

JOB NO.
42045



3717



LANDSCAPE LAYOUT PLAN CHANNEL

MISSION BAY BLOCK 1
MISSION BAY PROJECT, SAN FRANCISCO, CA

DATE: 04/11/17
SCALE: AS SHOWN
PROJECT NO: 17-000000000-0000
SHEET NO: 001

GENERAL NOTES:

- DO NOT SCALE OFF DRAWINGS. USE DRAWING DIMENSIONS ONLY. VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS IN THE FIELD PRIOR TO COMMENCEMENT OF WORK. BRING TO THE ATTENTION OF OWNER DISCREPANCIES BETWEEN FIELD CONDITIONS AND DRAWINGS PRIOR TO BEGINNING OF WORK. FIELD CONDITION DISCREPANCIES SHALL NOT BE USED AS THE BASIS FOR CHANGE ORDER CLAIMS ONCE WORK HAS BEGUN.
- CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK.
- PRESERVE AND PROTECT ALL EXISTING STRUCTURES, FURNISHINGS, SURFACE MATERIALS, ABOVE AND BELOW-GRADE UTILITIES, FOOTINGS AND VEGETATION SITED TO REMAIN WITHIN AND ADJACENT TO CONTRACT LIMIT LINE DURING ALL PHASES OF DEMOLITION AND CONSTRUCTION. EXISTING BELOW-GRADE UTILITIES TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION FROM TRUCK AND OTHER TRAFFIC BY STEEL PLATES.
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- MAINTAIN VEHICULAR TRAFFIC FLOW TO AND AROUND THE SITE. MAINTAIN CLEARLY MARKED PEDESTRIAN ACCESS TO AREAS ON-SITE NOT AFFECTED BY CONSTRUCTION ACTIVITIES.

LAYOUT NOTES

- VERIFY LOCATION OF ALL BUILDINGS, WALLS, ROADS AND CURBS AFFECTING LANDSCAPE SCOPE OF WORK WITH EXISTING CONDITIONS AND CIVIL ENGINEER'S DRAWING.
- VERIFY LOCATION OF ALL VAULTS, ELECTRICAL DUCT BANKS, MANHOLE, CONDUIT AND PIPING, DRAINAGE STRUCTURES AND OTHER UTILITIES WITH EXISTING CONDITIONS AND WITH THE APPROPRIATE ENGINEERING DRAWINGS.
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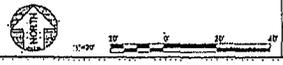
VAULT COVER LEGEND

- | | | | |
|----------|---|----------|--|
| [Symbol] | L-2457 CAST IRON AVC BY DAL FOUNDRY "DTIS" (20 1/2" X 30 1/2") | [Symbol] | PGE (5'-6" X 9'-6") 043371 |
| [Symbol] | L-2457 CAST IRON AVC BY DAL FOUNDRY "TRAFFIC SIGNALS" (20 1/2" X 30 1/2") | [Symbol] | PGE POWER (17"X30") 043484 |
| [Symbol] | L-2457 CAST IRON AVC BY DAL FOUNDRY "CDX IP" (28 1/4" X 30 1/2") | [Symbol] | "PGE TRANSFORMER" (2'-0" X 3'-9") 025597 |
| [Symbol] | L-2457 CAST IRON AVC BY DAL FOUNDRY "CDX IP" (28 1/4" X 30 1/2") | [Symbol] | L-2430 BY DAL FOUNDRY "9PWD-ROW-GV" (ENCLOSED IN TRIANGLE) (16X16) |
| [Symbol] | L-2457 CAST IRON AVC BY DAL FOUNDRY "1/4" (28 1/4" X 30 1/2") | [Symbol] | L-2468 & L-2480 BY DAL FOUNDRY "WATER METER" (21.5 X 33.6) |
| [Symbol] | UTILITY VAULT 02-6001 "PGE POWER" | [Symbol] | L-2468 & L-2469 BY DAL FOUNDRY "WATER METER" |
| [Symbol] | UTILITY VAULT 04-3371 "PGE TRANSFORMER" | [Symbol] | L-2468 & L-2469 BY DAL FOUNDRY "WATER METER" |
| [Symbol] | UTILITY VAULT PFS 3872 | [Symbol] | UTILITY VAULT "COMCAST" (30X18) |
| [Symbol] | AT&T UTILITY VAULT 30"X48" (04-3728) "AT&T" | [Symbol] | IRRIGATION CONTROL PEDESTAL |
| | | [Symbol] | IRRIGATION REMOTE CONTROL VALVE |
| | | [Symbol] | STREETLIGHT PULL BOX L-2458 CAST IRON 21"X31" BY DAL FOUNDRY |

LAYOUT LEGEND

- | | | | |
|----------|---------------------------------|----------|------------------------|
| [Symbol] | BICYCLE STAND | [Symbol] | TREE WELL GRANITE SETS |
| [Symbol] | TRASH RECEPTACLE | [Symbol] | STREET LIGHT |
| [Symbol] | PALM TREE WELL DRAINAGE GRANITE | [Symbol] | STRUCTURAL SOIL |
| [Symbol] | HYDRANT SEE CIVIL DRAWINGS | [Symbol] | CONCRETE SCORE LINES |

PROGRESSIVE SITE NOT FOR CONSTRUCTION



FOCUS-RELLIS

Mission Bay Development GROUP, LLC

LAURETA, INC.

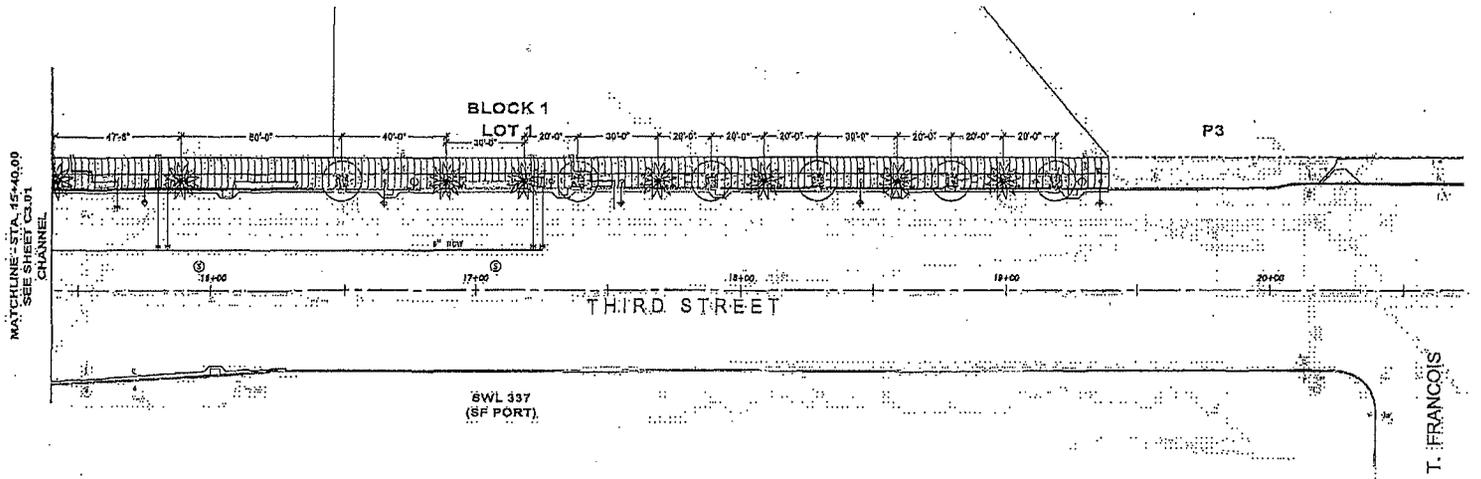
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SHEET NO: 001

DATE: 04/11/17

SCALE: AS SHOWN

JOB NO: 42046

3718



GENERAL NOTES

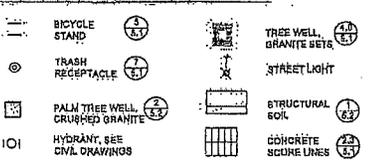
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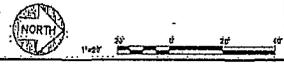
LAYOUT LEGEND



VAULT COVER LEGEND

CD	L-2457 CAST IRON AVC BY DAL FOUNDRY "DT16" (20 1/2" X 30 1/2")	PGE	PGE (6'-6" X 9'-6") 043371
CD	L-2457 CAST IRON AVC BY DAL FOUNDRY "TRAFFIC SIGNAL" (20 1/2" X 30 1/2")	PGE TR	PGE TRANSFORMER (3'-9" X 6'-9") 026597
CD	L-2457 CAST IRON AVC BY DAL FOUNDRY "CDX II" (26 1/2" X 38 1/2")	KA	L-2459 BY DAL FOUNDRY "SFWD-RCW-GV" (ENCLOSED IN TRIANGLE) (18X18")
CD	L-2457 CAST IRON AVC BY DAL FOUNDRY "CDX I" (28 1/2" X 38 1/2")	WM	L-2468 & L-2469 BY DAL FOUNDRY "WATER METER" (21.6 X 33.5)
CD	L-2457 CAST IRON AVC BY DAL FOUNDRY "MUNI" (28 1/2" X 38 1/2")	WV	L-2468 & L-2469 BY DAL FOUNDRY "WATER METER"
CD	UTILITY VAULT 02-5601 "PGE POWER"	WM	L-2468 & L-2469 BY DAL FOUNDRY "WATER METER"
CD	UTILITY VAULT 04-3371 "PGE TRANSFORMER"	CD	UTILITY VAULT "COMCAST" (30X40")
CD	UTILITY VAULT PTS 5672	CD	IRRIGATION CONTROL PEDESTAL
CD	AT&T UTILITY VAULT 30"X48" (04-3728) "AT&T"	CD	IRRIGATION REMOTE CONTROL VALVE
		CD	STREETLIGHT FULLBOX L-2468 CAST IRON 21"x31" BY DAL FOUNDRY

PROGRESS SET
NOT FOR CONSTRUCTION



LANDSCAPE LAYOUT PLAN
THIRD STREET
MISSION BAY BLOCK 1
MISSION BAY PROJECT, SAN FRANCISCO, CA

DATE	DESCRIPTION

FOCAL LLC
Mission Bay Development
SIOGRAPH LLC

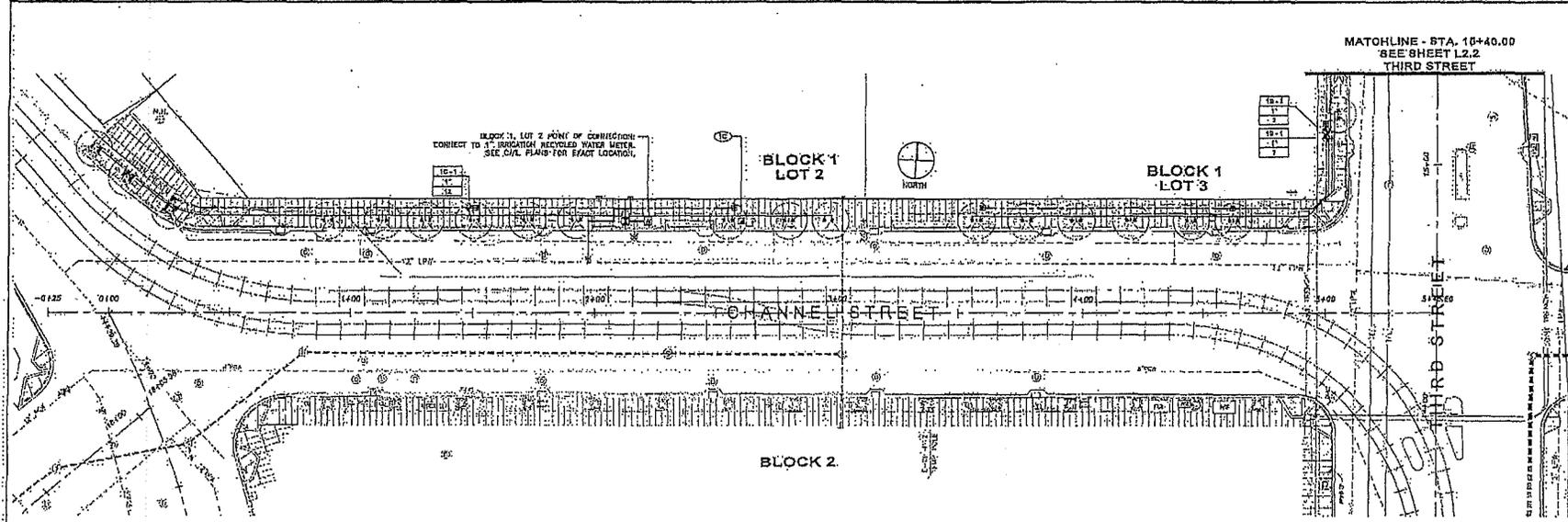
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DATE: 11/27/2017
SCALE: AS SHOWN
DRAWN BY: J. B. [unreadable]
CHECKED BY: [unreadable]
APPROVED BY: [unreadable]

REVISIONS:

NO.	DATE	DESCRIPTION
1		

JOB NO. 42046

3719



LANDSCAPE IRRIGATION PLAN: CHANNEL
 MISSION BAY BLOCK 1
 MISSION BAY PROJECT, SAN FRANCISCO, CA

IRRIGATION LEGEND

SYMBOL	MODEL	DESCRIPTION	PSI	GPM	NOTES
1	1402	RAIN BIRD PRESSURE COMPENSATING BUBBLER INSTALL ON FLEX PVC RISER	30	0.5	
2	1401	RAIN BIRD PRESSURE COMPENSATING BUBBLER INSTALL ON FLEX PVC RISER	30	0.25	
3	ESP-SMG	RAIN BIRD CONTROLLER - WALL MOUNT			
4	27KXLEE - 2"	WELLS BACKFLOW PREVENTER, INSTALL IN GLASSBLOCK ENCLOSURE			
5	2000 SERIES	GRUNWOLD REMOTE CONTROL VALVE			
6	4410P	RAIN BIRD QUICK COMPACT VALVE			
7		IRRIGATION RECYCLED WATER METER, BY CITY - SIZE AS NOTED ON PLAN			

MAINLINE: SCH 40 GALVANNEED STEEL PIPE WITH GALVANNEED STEEL FITTINGS.
 ALL MAINLINE TO BE SIZE 2" UNLESS OTHERWISE NOTED ON PLAN.
 LATERAL LINE: SCH 30 PVC SOLVENT WELD PIPE WITH SCH 40 PVC
 SOLVENT WELD FITTINGS. LATERAL LINES TO BE SIZE 3/4" UNLESS
 OTHERWISE NOTED ON PLAN.

16-1 CONTROLLER / STATION NUMBER
 17 REMOTE CONTROL VALVE SIZE
 18 APPROXIMATE GPM THROUGH VALVE
 19 CONTROLLER NUMBER

FOR IRRIGATION DETAILS, SEE SHEET L2.3

IRRIGATION NOTES

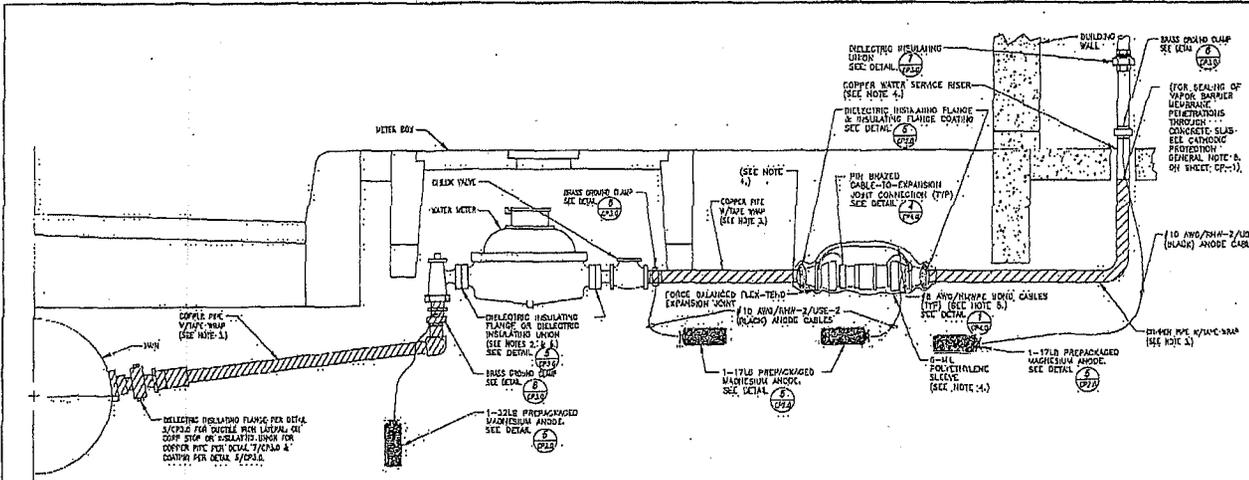
- IRRIGATION SYSTEM DESIGN IS 25 GPM AT 30 PSI MINIMUM STATIC PRESSURE AT EACH POINT OF CONNECTION. CONFIRM STATIC PRESSURE PRIOR TO START OF WORK. NOTIFY OWNER'S REPRESENTATIVE IF STATIC PRESSURE IS LOWER THAN STATED DEMAND. IF STATIC PRESSURE IS HIGHER THAN 85 PSI, INSTALL A MINIMUM 1/2" PRESSURE REGULATOR DOWNSTREAM OF BACKFLOW PREVENTER. ADJUST OUTLET PRESSURE TO 30 PSI.
- PRIMARY POINTS OF CONNECTION: CURVED TO 2" BIRD-OUTS PROVIDED AT REDUCED WATER SERVICE METERS. SEE LAYOUT PLANS FOR EXACT LOCATIONS AND COORDINATE WITH OTHER WORK AS NECESSARY. CHECK LOCATION OF BACKFLOW PREVENTERS TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- INSTALL BRANCH CONTROLLERS WITHIN SERVICE PEDISTALS AT LOCATIONS INDICATED ON PLAN. 120 VOLT AC ELECTRICAL SUPPLY IS PROVIDED FOR THE MAINLINE METER BY ELECTRICAL SECTION OF CONTRACT. MAKE FINAL 120 VOLT ELECTRICAL CONNECTIONS USING EMT METAL CONDUIT. INSTALL AS DETAILED AND PER MANUFACTURER'S INSTRUCTIONS. GROUND CONTROLLER AND CONFORM TO APPLICABLE LOCAL CODES.
- THE IRRIGATION PLAN IS DIAGNOSTIC AND INDICATIVE OF THE WORK TO BE COMPLETED. COORDINATE PIPE PLACEMENT WITH OTHER UTILITIES.
- LOCATE VALVE BOXES IN SIDEWALK PAVING ADJACENT TO TREE WELLS.
- INSTALL CHECK VALVES ON LATERAL LINES OR BUBBLER RISERS AS REQUIRED TO PREVENT LOW HEAD DRAINAGE.
- INSTALL PIPE AND WIRE UNLESS SHOWN IN BED OF CLEAN SAND SURROUNDING PIPE 4" ON ALL SIDES.
- INSTALL LOW VOLTAGE VALVE CONTROL WIRING IN CONDUIT FROM CONTROLLERS TO MAINLINE TRENCH. DIRECT BURY WIRING WHERE INSTALLED IN MAINLINE TRENCH.

FOCL-ME, LLC
 Mission Bay
 Development
 CREZEL, LLC
 CONSULTING ENGINEER

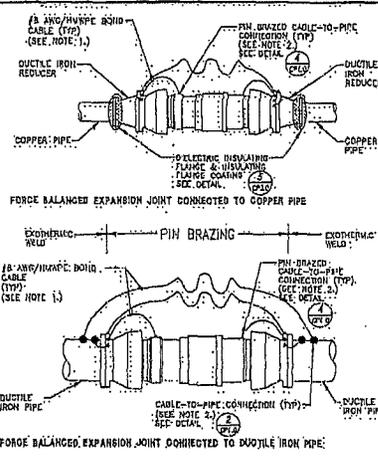
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 DATE: [Date]
 PROJECT: [Project Name]
 SHEET: **L2.1**
 JOB NO. **42045**



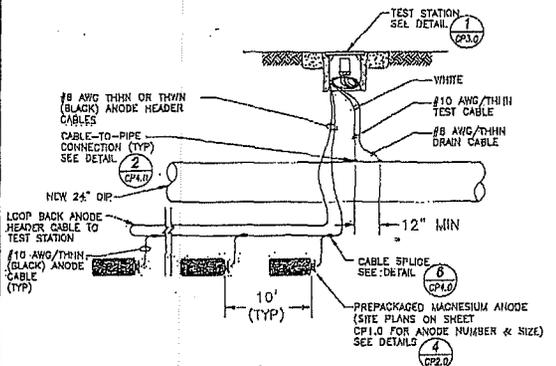
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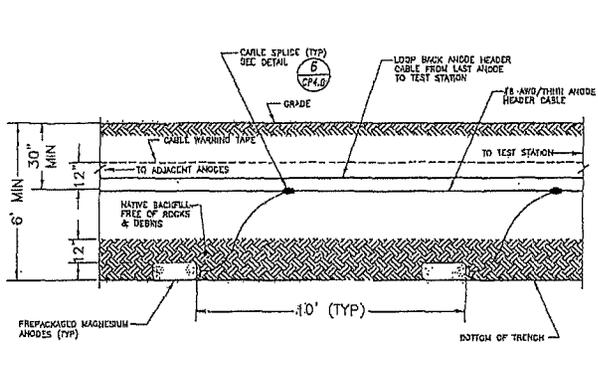
- NOTES:**
1. USE ALL BRASS BODY INSULATION UNION OR WATER METER WITH INSULATING ADAPTERS ON COPPER PIPE.
 2. USE INSULATING FLANGE KIT FOR METER WITH FLANGE CONNECTION USE DIELECTRIC UNION FOR SCREW-IN METER CONNECTION.
 3. THE BRAZED COPPER FROM THE MAIN TO THE METER AND BEYOND THE METER SHALL BE TAPE COATED WITH A LAYER OF PRIMER HALF-LAPPED TAPE COATING. THE MINIMUM 3/8" INCH TAPE COATING SHALL POLYKIN 330 WITH 1027 PRIMER OR EQUAL.
 4. THE BONDED COPPER WITH THE TEST-TO-PIPE DEVICE SHALL BE COATED IN POLYETHYLENE PER CATHODIC PROTECTION GENERAL NOTE 1.A. ON SHEET CP-1. LAP JOINT AND TAPE SHOULD BE AT CONNECTION BETWEEN DUCTILE IRON EXPANSION JOINT AND THE COPPER PIPE.
 5. THE LENGTH OF THE BOND CABLES BETWEEN FITTINGS SHALL BE OF SUFFICIENT LENGTH TO ALLOW FOR SORPTIONY SOIL SUBSIDIANCE AND PFC MOVEMENT.
 6. ENSURE ELECTRICAL ISOLATION OF ALL METER BYPASS PIPING BY INSTALLING AN INSULATING TYPE FLANGE, INSULATING UNION, OR CONNECTION STOP AT THE DOWNSTREAM CONNECTION TO THE SERVICE.
- 1. ELECTRICAL ISOLATION OF MAIN, METER, SERVICE RISER & EXPANSION JOINT & ANODE INSTALLATION FOR 2" LATERAL AND FOR EXPANSION JOINT**
CP1.2 NOT TO SCALE



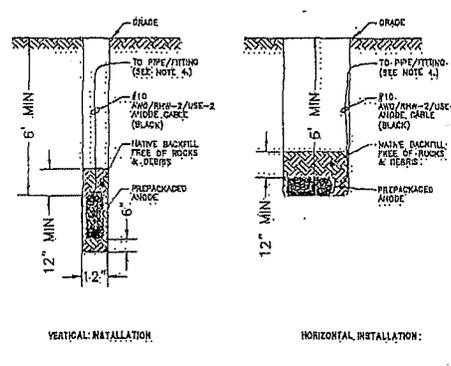
- NOTES:**
1. PROVIDE ENOUGH SLACK IN THE BOND CABLES SHALL BE OF SUFFICIENT LENGTH TO ALLOW FOR SORPTIONY SOIL SUBSIDIANCE AND PIPE JOINT MOVEMENT.
 2. ALL CABLE-TO-PIPE CONNECTIONS MADE TO THE FORCE BALANCED FLEX-TIGHT EXPANSION JOINT SHALL BE MADE BY MEANS OF PIN BRAZING PER DETAIL 4/CP2.0 IN ORDER TO AVOID DAMAGING THE INTERIOR BARRIERS OF THE EXPANSION JOINTS. CABLE-TO-PIPE CONNECTIONS TO DUCTILE IRON SPOOL PIECES AND FITTINGS SHALL BE MADE BY EXOTHERMIC CARTRIDGES PER DETAIL 2/CP1.0.
- 2. BOND CABLES - DUCTILE IRON FORCE BALANCED EXPANSION JOINTS**
CP2.0 NOT TO SCALE



- NOTES:**
1. COAT ALL BURRED BOLTS & NUTS WITH BITUMASTIC AND COAT ALL DUCTILE IRON PIPE AND FITTINGS WITH POLYETHYLENE PER CATHODIC PROTECTION GENERAL NOTE 2. ON SHEET CP-2.
 2. BOND ALL BURRED, NON-WELDED DUCTILE IRON PIPE JOINTS PER DETAIL 1/CP1.0. (DO NOT INSTALL BOND CABLES ACROSS INSULATING JOINTS).
- 3. TEST STATION**
CP1.2 NOT TO SCALE



- NOTES:**
1. INSTALL ANODES PARALLEL TO THE PIPELINE AND 6 FT. OFF THE PIPE.
- 4. PROFILE - HORIZONTAL ANODE INSTALLATION**
CP1.2 NOT TO SCALE



- NOTES:**
1. INSTALL ANODES 3 FEET OFF THE PIPE/UTILITY IN NATIVE SOIL.
 2. THE ANODES MAY BE INSTALLED HORIZONTALLY OR VERTICALLY UPON DISCRETION OF THE CONTRACTOR.
 3. MAINTAIN A MIN. DISTANCE OF 10 FEET BETWEEN ANODES IF MULTIPLE ANODES ARE INSTALLED.
 4. CONNECT ANODE CABLE TO TEST STATION OR DIRECTLY TO PIPE OR FITTING AS SHOWN IN THE DRAWINGS.
- 5. PROFILE - ANODE INSTALLATION**
CP2.0 NOT TO SCALE

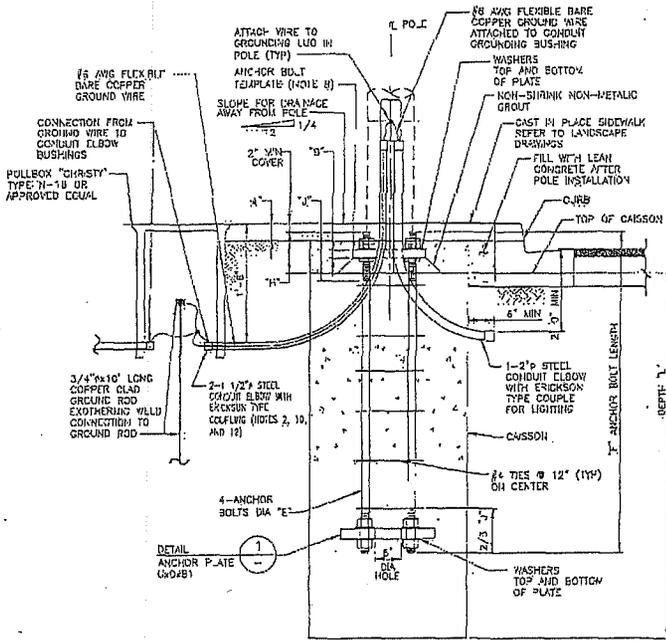
CATHODIC PROTECTION SYSTEM
DETAILS 1
 MISSION BAY BLOCK 1
 MISSION BAY PROJECT, SAN FRANCISCO, CA
 BRIDGEWAY FRONT

FOOT-HILL ILLC
 Mission Bay
 Development
 CARELL ILLC
 1000 CALIFORNIA STREET, SUITE 100
 SAN FRANCISCO, CA 94108
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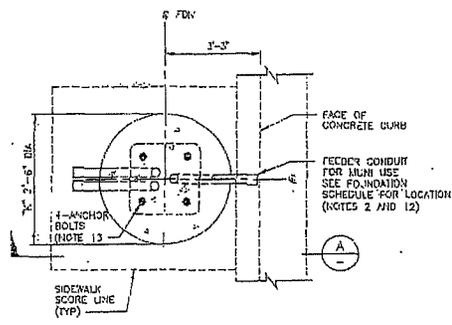
FOOT-HILL CONSTRUCTION
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 SAN FRANCISCO, CA 94108
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 JOB NO.
 42045

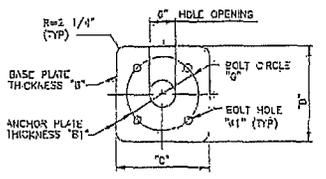
3731



SECTION A



FOUNDATION PLAN
TYPE "B" FOR MUM/LIGHTING POLES



DETAIL 1
BASE PLATE AND ANCHOR PLATE

NOTES:

- FOR SHEET NOTES, SEE DRAWING GC-20.
- COORDINATE CONDUIT PLACEMENT WITH PULLBOX LOCATION.
- CONTRACTOR IS RESPONSIBLE TO VERIFY EXACT LOCATION OF ALL UNDERGROUND UTILITIES WITH THE UTILITY PROVIDER PRIOR TO EXCAVATION. ANY CONFLICT SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
- REINFORCED CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS.
- STEEL REINFORCING SHALL BE ASTM A615, GRADE 60.
- ANCHOR BOLTS SHALL BE ASTM A307 TYPE 1 OR ASTM A307C D.C. GALVANIZED.
- PROVIDE FIVE (5) ASTM A563 D4 OR 104 211 NUTS AND FOUR (4) ASTM F436 WASHERS PER BOLT, GALVANIZED, FOR FOUNDATION TYPE "B". ALL OTHER FOUNDATIONS SHALL HAVE FOUR (4) NUTS AND FOUR (4) WASHERS.
- INSTALL ANCHOR BOLTS PLUMB AND WITH STEEL TEMPLATE OF SIZE AND DIMENSIONS OF ANCHOR PLATE.
- SEE TECHNICAL SPECIFICATIONS FOR ADDITIONAL FOUNDATION REQUIREMENTS.
- ONE-1/4" STEEL TENSILE BARS SHALL BE USED FOR REINFORCING. SEE TRAFFIC TO LIGHTING PULLBOX.
- FOR POLE FOUNDATION SCHEDULE AND DIMENSIONS, SEE POLE AND FOUNDATION SCHEDULE BELOW.
- CONCRETE PROTECTION FOR ALL POLES SHALL BE 1/2" MIN. AS SHOWN ON THE POLE DETAILS.
- ANCHOR BOLTS SHALL BE SPACED PERPENDICULAR TO THE DIRECTION OF WINDING AND/OR WEST-WIND TENSION.

POLE FOUNDATION DETAIL
SECTION AND SCHEDULE
MISSION BAY BLOCK 1
MISSION BAY PROJECT, SAN FRANCISCO, CA

NO.	REVISION	DATE	BY	CHKD.	APP'D.

FOCIL-MB, LLC
Mission Bay Development Group, LLC

DATE: 11/11/11
DRAWN BY: J. LAURETTO
CHECKED BY: J. LAURETTO
DESIGNED BY: J. LAURETTO
SCALE: AS SHOWN
PROJECT: MISSION BAY PROJECT, SAN FRANCISCO, CA
SHEET: OC-21

SHEET
OC-21
JOB NO.
42045

POLE DESCRIPTION	MAXIMUM DESIGN WIND VELOCITY (MPH)	POLE O.D. AT BOTTOM (IN)	BASE PLATE/ANCHOR PLATE				ANCHOR BOLTS				FEH TYPE	CAISSON		POLE BAY USE (NOTE 5)	REMARKS		
			BASE PLATE THICKNESS (IN)	ANCHOR PLATE THICKNESS (IN)	LENGTH (IN)	WIDTH (IN)	ANCHOR DIA (IN)	DIA OF BOLT HOLES (IN)	LENGTH (IN)	SPACING (IN)		DIAMETER (IN)	DEPTH (FT-IN)				
MISSION BAY STEEL LIGHTING AND POLE	45.8	10	1 1/2	1	17	17	2 1/4	1 1/2	7-8	15	9	12	B	30	7-6	MUM JOINT USE -- OCS/LIGHTING	
L2A-76193	H-CH-P8	45.8	10	1 1/2	1	17	17	2 1/4	1 1/2	7-8	15	9	12	B	30	7-6	MUM JOINT USE -- OCS/LIGHTING

3733

MATERIALS LIST I (ITEMS 1 - 100)

Table with columns: ITEM NO., DESCRIPTION, MANUFACTURER, PART NO. Items 1-100 including Wires, Cables and Jumpers, TIPS AND SPACERS, and CLAMPS AND HANGERS.

Table with columns: ITEM NO., DESCRIPTION, MANUFACTURER, PART NO. Items 31-100 including CLAMPS AND HANGERS, INSULATORS, and MISCELLANEOUS.

SHEET NOTES FOR PLAN OH-160 TO OH-182:

- 1. NOT ALL MATERIALS LISTED IN THE MATERIAL LIST ARE TO BE USED.
2. ALL PART NUMBERS ARE SUBJECT TO CHANGE...
3. ALL FERROUS METALS, FABRICATED OR MACHINED, SHALL CONFORM TO THE FOLLOWING:
4. ALL FERROUS METALS, FABRICATED OR MACHINED, INCLUDING BOLTS, NUTS, WASHERS, LAD SCREWS, STRANDS, AND MALLEABLE IRON CASTINGS SHALL BE GALVANIZED PER ASTM A123 AND A153.
5. STEEL PIPE SHALL BE MANUFACTURED AND GALVANIZED PER ASTM 153.

OCS REFERENCE DRAWING SHEET 2 OF 11 MISSION BAY BLOCK 1 MISSION BAY PROJECT, SAN FRANCISCO, CA

Table with columns: REVISION NO., DATE, REVISION. Includes revision 1 for 'MATERIALS LIST'.

FOOTE-MS, LLC Mission Bay Development Group, LLC

FOR REFERENCE ONLY

Table with columns: NO., REV., DESCRIPTION, REVISIONS. Includes revision 1 for 'MATERIALS LIST'.

APPROVED: [Signature] DATE: 10/16/01



CITY AND COUNTY OF SAN FRANCISCO MUNICIPAL RAILWAY

APPROVED: [Signature] DATE: 10/16/01

MUNI METRO SYSTEM THIRD STREET LIGHT RAIL TRANSIT KING ST. TO 22ND ST.

OVERHEAD CONTACT SYSTEM MATERIALS LIST I (ITEMS 1 - 100)

MR-1141 CL-12940

OH-160 OH-165 0

OC-23 Job No. 42045

3734

MATERIALS LIST II (ITEMS 101 - 200)

Table with columns: ITEM NO., DESCRIPTION, MANUFACTURER, PART NO. (Items 101-190)

Table with columns: ITEM NO., DESCRIPTION, MANUFACTURER, PART NO. (Items 151-200)

FOR REFERENCE ONLY

OCS REFERENCE DRAWING SHEET 3 OF 11 MISSION BAY BLOCK 1 MISSION BAY PROJECT, SAN FRANCISCO, CA

Table with columns: DATE, DESCRIPTION, etc.

FOOL-ME, LLC Mission Bay Development Group, LLC

PROJECT: MISSION BAY DEVELOPMENT GROUP, LLC

DATE: 10/11/11

MR-1141 CL-12941 OH-181 OH-168

DATE: 10/11/11

APPROVED: [Signature]



CITY AND COUNTY OF SAN FRANCISCO MUNICIPAL RAILWAY

Director: [Signature]

MUNI METRO SYSTEM THIRD STREET LIGHT RAIL TRANSIT KING ST. TO 22ND ST.

OVERHEAD CONTACT SYSTEM MATERIALS LIST II (ITEMS 101 - 200)

MR-1141

CL-12941

OH-181

OH-168

SHEET 3 OF 11

OC-24

JOB NO. 42045

3735

MATERIALS LIST III (ITEMS 201 - 300)

Table with columns: ITEM NO., DESCRIPTION, MANUFACTURER, PART NO. Items 201-300, including switches and miscellaneous parts.

Table with columns: ITEM NO., DESCRIPTION, MANUFACTURER, PART NO. Items 201-300, including miscellaneous parts.

FOR REFERENCE ONLY

Project information form including: PROJECT: MR-1141, SHEET: OC-25, JOB NO.: 42045, CITY AND COUNTY OF SAN FRANCISCO MUNICIPAL RAILWAY, and various approval signatures and stamps.

OCS REFERENCE DRAWING SHEET 4 OF 11 MISSION BAY BLOCK 1 MISSION BAY PROJECT, SAN FRANCISCO, CA

Table with columns: REVISION, DATE, DESCRIPTION. Revision table for the drawing.

FOCUS-MER, LLC Mission Bay Development Group, LLC

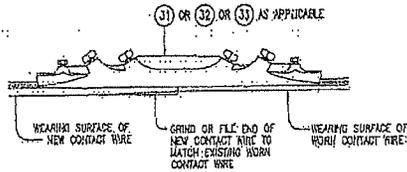
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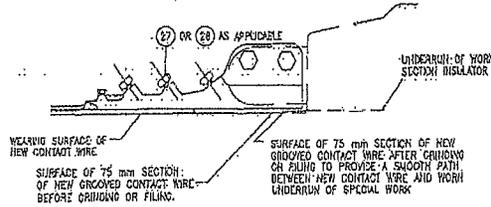
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Doc 19, 2014 - 11/20/2014 M/WEAT-100, PREPARED BY LAURENCE & LAURENCE, 1050 BLOOR STREET WEST, TORONTO, ONTARIO M6H 1B5



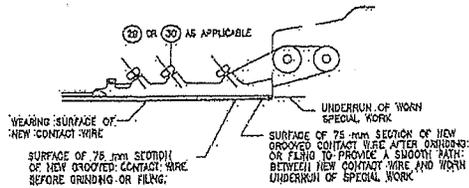
METHOD OF SPlicing (N) CONTACT WIRE TO (E) CONTACT WIRE

DETAIL 1



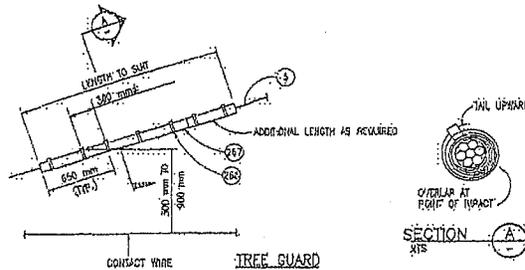
(N) CONTACT WIRE TO (E) SPECIAL WORK (WITH SECTION INSULATOR)

DETAIL 2



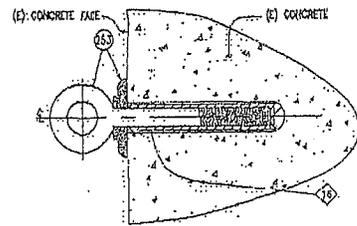
(N) CONTACT WIRE TO (E) SPECIAL WORK (WITHOUT SECTION INSULATOR)

DETAIL 3



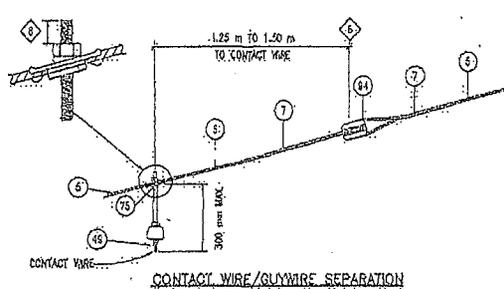
CONTACT WIRE TREE GUARD

DETAIL 4



(N) EYE Bolt ON (E) CONCRETE

DETAIL 5



CONTACT WIRE/GUY WIRE SEPARATION

DETAIL 6

SHEET NOTES FOR PLANS CH-165 TO CH-169

- PROVIDE STRAIN INSULATOR, ITEM 108 OR 109, WHERE CONTACTS TO SWITCH, FROG, CURVE SEGMENT, LOAD END CLAMP, CROSSOVER ASSEMBLY, AND ALL ENERGIZED OVERHEAD COMPONENTS.
- PROVIDE 16 mm (5/8") STUD NUT AND BEVELLED WASHERS. AXIS OF STUD SHALL BE VERTICAL.
- PROVIDE TWO PORCELAIN INSULATORS, ITEM 84, AND FOUR PREFORMS, ITEM 7 AS SHOWN IF THE DISTANCE BETWEEN CLAMPS IS 6.50 m OR MORE; OTHERWISE DELETE THESE ITEMS.
- DO NOT STRIP CABLE TO ATTACH CLAMP.
- STRIP CABLE TO ATTACH CLAMP. KEEP EXPOSED CABLE WITH TWO LAYERS OF ELECTRICAL TAPE AND TWO COATS OF INSULATING VARNISH.
- THE ADJUSTABLE WEIGHT HANGER WITH INSULATOR, ITEM 76, SHALL BE ADJUSTED TO MAINTAIN THE REQUIRED CONTACT WIRE HEIGHT AND PROVIDE THE NECESSARY SEPARATION WHERE THERE IS ONLY ONE SPAN INSULATOR BETWEEN THE ADJUSTABLE HANGER AND THE POLE AFTER THE INSTALLATION OF THE HANGER; PROVIDE AN ADDITIONAL PORCELAIN INSULATOR, ITEM 84, AND TWO PREFORMS, ITEM 7, 3.45 m TO 1.50 m AWAY FROM THE ADJUSTABLE HANGER.
- PROVIDE APPROPRIATE HANGER WIRE ASSEMBLY, ITEM 153, AND NO-80 INSULATOR, ITEM 112, WHICH IS INDICATED ON THE LAYOUT PLAN. PROVIDE A PERMANENT MAGNETIC BLOWOUT ASSEMBLY (ITEMS 119 AND 123) ON THE FIRST INSULATED BARRIER SECTION OF ALL CROSSOVERS, SECTION INSULATORS AND FROG ASSEMBLIES.
- CUT UNUSED LENGTH OF STUD TO 25 mm AFTER FINAL ADJUSTMENT. DO NOT DAMAGE STUD THREADS.
- REPLACE STRAIN INSULATOR, ITEM 108, WITH ONE EACH OF ITEM 120 AND 248, AND TWO OF ITEM 108 WHERE CONTACTS TO BIRGE OF CURVE SEGMENT.
- SUBSTITUTE STRAINWIRE, ITEM 8 OR 8 FOR PREFORM ITEM 4, OR 7, WHERE THERE IS INSUFFICIENT SPACE FOR PREFORM INSTALLATION; PREFORM SHALL NOT BE CUT TO FIT.
- WHERE NO DISTANCE IS SHOWN, THE LOCATION OF ALL GUY WIRE INSULATORS SHALL COMPLY WITH APPLICABLE C.O. 95 REQUIREMENTS.
- THE CLAMP HEIGHT FOR THE BOTTOM GUY WIRE SHALL BE 4.85 m WITH A TENSION OF 4400 H, UNCL.
- IF LENGTH IS MORE THAN 1.22 m, PROVIDE INSULATOR, ITEM 94, 1.22 m TO 1.52 m FROM CONTACT WIRE. EITHER USE PREFORM, ITEM 7 OR STRAINWIRE, ITEM 8, TO INSTALL THE INSULATOR.
- INSTALL CURVE FITTING/CHUTE HANGER IN THE DIRECTION OF PULL OF CONTACT WIRE.
- RELIEF ITEMS 4, 6, AND 27, WHERE CONTROL WIRE IS ATTACHED TO PULL-OFF.
- INSTALL EYE BOLT WITH AN ADHESIVE ANCHORING SYSTEM TO ACHIEVE MINIMUM ALLOWABLE LOAD OF 22 kN PULL-OUT AND 22 kN SHEAR. INSTALLATION SHALL CONFORM TO THE ADHESIVE ANCHORING SYSTEM MANUFACTURER'S PUBLISHED INSTALLATION REQUIREMENTS AND INSTRUCTIONS TO ACHIEVE THE REQUIRED MINIMUM ALLOWABLE LOAD. THE CONTRACTOR SHALL ALSO DRILLING INTO (E) CONCRETE REINFORCEMENT BY USING NONDESTRUCTIVE MAGNETIC INDICE (MAGNETICS) TO ESTABLISH LOCATION OF (E) REINFORCEMENT.
- NOT ALL DETAILS SHOWN WERE ARE TO BE USED; REFER TO LAYOUT PLANS AND NOTES FOR APPLICABLE DETAILS.

FOR REFERENCE ONLY

THE DRAWER OF RECORD FOR THE LAYOUT PLANS SHALL BE RESPONSIBLE FOR THE PROPER USAGE AND APPLICATION OF THESE DETAILS.

OCS REFERENCE DRAWING
SHEET 5 OF 11
MISSION BAY BLOCK 1
MISSION BAY PROJECT, SAN FRANCISCO, CA

NO.	DATE	DESCRIPTION

FOCAL-MB, LLC
Mission Bay Development Group, LLC

LAURENCE & LAURENCE
1050 BLOOR STREET WEST
TORONTO, ONTARIO M6H 1B5
PREPARED BY: LAURENCE & LAURENCE
CHECKED BY: LAURENCE & LAURENCE
DATE: 11/20/2014

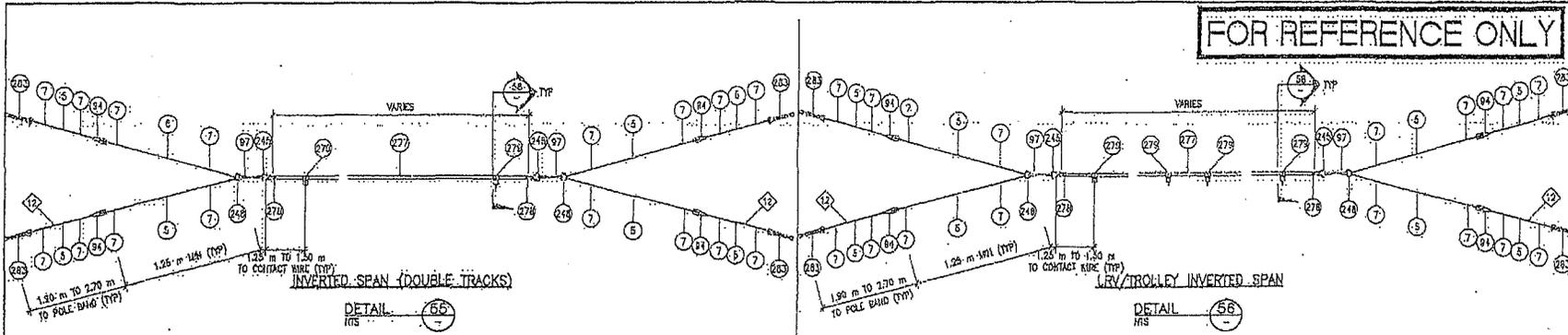
PROJECT: MUNI METRO SYSTEM
THIRD STREET LIGHT RAIL TRANSIT
KING ST. TO 22ND ST.
SHEET: OC-28
JOB NO.: 42045



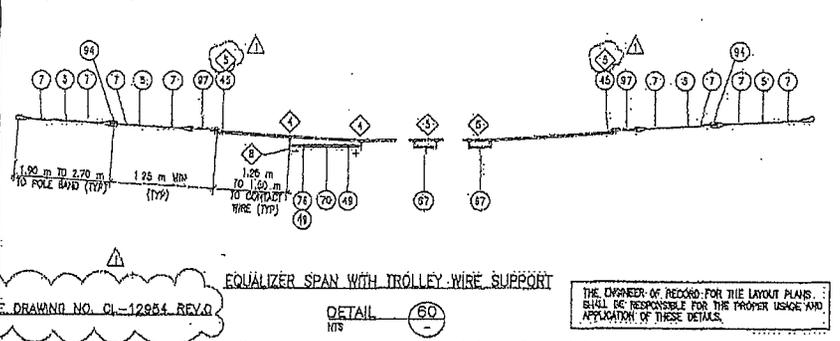
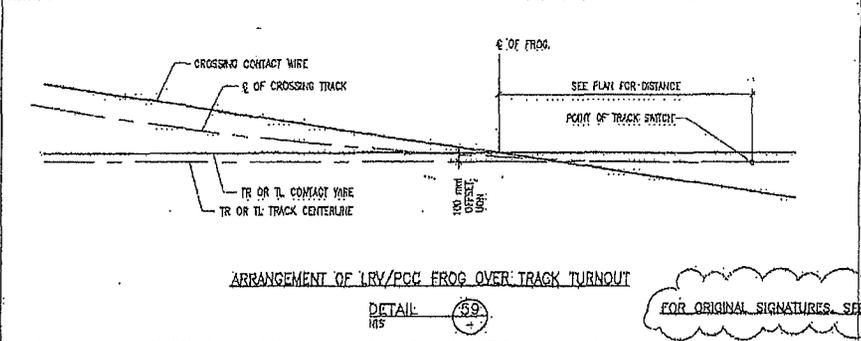
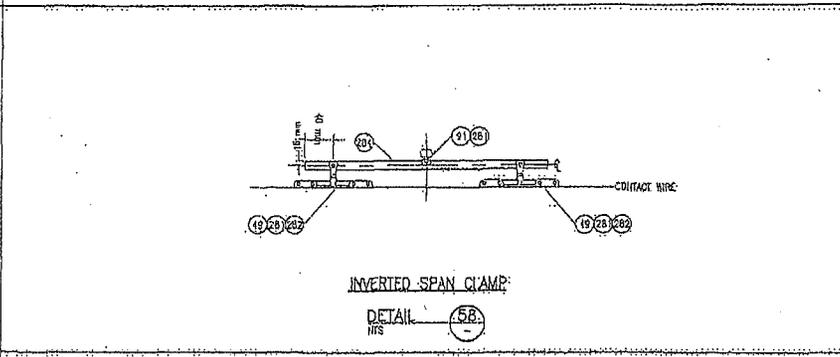
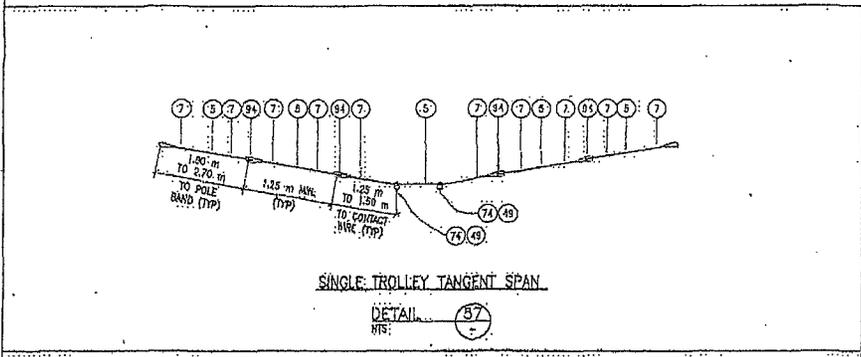
CITY AND COUNTY OF SAN FRANCISCO
MUNICIPAL RAILWAY
APPROVED: *Vincent Harris*
DIRECTOR OF TRANSPORTATION

MUNI METRO SYSTEM
THIRD STREET LIGHT RAIL TRANSIT
KING ST. TO 22ND ST.
OVERHEAD CONTACT SYSTEM
DETAIL 1
MR-1141
CL-12945
CH-355
OH-186

3742



FOR REFERENCE ONLY



FOR ORIGINAL SIGNATURES SEE DRAWING NO. CI-12954 REV.0

THE ENGINEER OF RECORD FOR THE LAYOUT PLANS SHALL BE RESPONSIBLE FOR THE PROPER USAGE AND APPLICATION OF THESE DETAILS.

OCS REFERENCE DRAWING
SHEET 11 OF 11
MISSION BAY BLOCK 1
MISSION BAY PROJECT, SAN FRANCISCO, CA

NO.	DATE	DESCRIPTION	BY	CHKD.

FOCI-MB, LLC
Mission Bay Development Group, LLC

PREPARED BY: LAURENCE
CHECKED BY: LAURENCE
DESIGNED BY: LAURENCE
DRAWN BY: LAURENCE
SCALE: AS SHOWN
DATE: 10/04/01

PROJECT NO.	MR-1141
DRAWING NO.	CI-12954
SHEET NO.	OC-32
JOB NO.	42015

Doc. No. 3742, 10/04/01, 10:00 AM, 10/04/01, 10:00 AM, 10/04/01, 10:00 AM

DATE	10/04/01	BY	LAURENCE
DATE	10/04/01	BY	LAURENCE
DATE	10/04/01	BY	LAURENCE

DESIGNED BY	I. PHOENIX
CHECKED BY	JL. JAY
DESIGNED BY	LAURENCE
CHECKED BY	LAURENCE
DATE	OCTOBER 4, 2001



CITY AND COUNTY OF SAN FRANCISCO
MUNICIPAL RAILWAY
APPROVED
VINCE HARRIS
FOR ENGINEER OF RECORD

MUNI METRO SYSTEM
THIRD STREET LIGHT RAIL TRANSIT
KING ST. TO 22ND ST.
OVERHEAD CONTACT SYSTEM:
DETAIL X

PROJECT NO.	MR-1141
DRAWING NO.	CI-12954
SHEET NO.	OC-32
JOB NO.	42015