File	No.	150513

Committee	Item	No.		_
Board Item	No.		43	

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST				
Committee: Board of Su	pervisors Meeting	Date_ Date_June 2, 2015		
Cmte Boar	rd			
	Motion Resolution Ordinance Legislative Digest Budget and Legislative Analyst Youth Commission Report Introduction Form Department/Agency Cover Lette MOU Grant Information Form Grant Budget Subcontract Budget Contract/Agreement Form 126 – Ethics Commission Award Letter Application Public Correspondence	er and/or Report		
OTHER	(Use back side if additional spa	ce is needed)		
	PW Letter - May 11, 2015 DPW Order No. 183581 Planning GP Referral - October 2 OCII Letter - November 1, 2013 Public Improvement Agreement Treasury and Tax Memos - April Project Maps			
Completed by: John Carroll Date May 28, 2015				
Completed by:		Date		

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

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

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

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

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

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

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

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

RECOMMENDED:

Mohammed Nuru

Director of Public Works

RECOMMENDED:

Bruce R. Storrs

City and County Surveyor



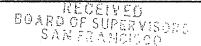
Edwin M. Lee Mayor

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



1015 MAY 12 AM 9:30

- Ot

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

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
- 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,

Barbara L. Moy

Task Force Manager Phone: (415) 588-4050

Email: barbara.moy@sfdpw.org

City and County of San Fr isco



Edwin M. Lee, Mayor Mohammed Nuru, Director

Sr rancisco Public Works

GENERAL - DIRECTOR'S OFFICE City Hall, Room 348 1 Dr. Carlton B. Goodlett Place, S.F., CA 94102

C'SWAY 12 AM 9:



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.
- 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.

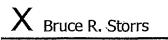


- 6. One (1) copy of the lette ted November 1, 2013, the Office of Con nity Investment and Infrastructure verifying conformity of the subdivision with the Mission Bay South Redevelopment Plan and Plan Documents including the Infrastructure Plan, the Scope of Development and the Design for Development 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



Storrs, Bruce Approver 2 X Mohammed Nuru

Nuru, Mohammed
Approver 3
Signed by: Nuru, Mohammed



General Plan Referral

Date:

October 28, 2013

Case No.

Case No. 2013.1304R

100 Channel Street: Tentative and Final Map, public

improvements acceptance, and street vacation

1650 Mission St.

Suite 400 San Francisco, CA 94103-2479

Reception: 415.558.6378

Planning Information: 415.558.6377

415,558,6409

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

Ву:

John Rahaim, Director of Planning

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.

www.sfplanning.org

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.

- Channel Street: approximately 500 feet of sidewalk on the north side of Channel Street.
- Third Street near Channel Street: approximately 100 feet of sidewalk along the west side of Third Street
- 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 nad 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

100 Channel street

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;

100 Channel street

- (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

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.

(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.

8

100 Channel street

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.

RECOMMENDATION:

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

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 Marily 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,

Catherine Reilly Project Manager

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

EXECUTION VERSION

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. 2005l080843 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) <u>Phase 2 Required Infrastructure</u>. 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) <u>Storm Water Pump Station #3:</u> 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 "<u>Pump Station Improvements</u>").
- 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) <u>Phase 1 Infrastructure</u>. 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 <u>Exhibit "B"</u> 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) <u>Completion</u>. 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) <u>Phase 2 Infrastructure</u>. The Phase 2 Infrastructure shall be completed at the earlier of within three (3) years following the recordation of the Phase

Il 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 <u>Section 1(c)</u> 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) <u>As-Built Plans</u>. 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 "<u>Plans and Specifications</u>").
- (e) <u>Stormwater Treatment</u>. 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.

Improvement Security.

(a) <u>Security for the Phase 1 Infrastructure</u>. 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 <u>Exhibit "C"</u>, 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) <u>Security for the Phase 2 Infrastructure</u>. 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 <u>Exhibit "C"</u>, which shall be acceptable to the City Attorney, securing the installation and completion of the Phase 2 Infrastructure as follows (collectively the "<u>Phase 2 Security</u>"; and together with the Phase 1 Security, the "<u>Security</u>"):
- (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) <u>Use of Security</u>. If, after commencement thereof, any portion of the Required Infrastructure is not completed within the time periods specified in <u>Section 1(c)</u>, 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.

Construction of Required Infrastructure.

(a) <u>Permits and Fees</u>. 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) <u>Extensions</u>.

- (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. 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 <u>Section 3(b)</u> 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).
- Notwithstanding the foregoing, prior approval by the Director (i) (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. <u>Release of Security</u>. 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) <u>Payment Claims</u>. If at the time of the Director's completeness determination made in accordance with <u>Section 5(a)</u>, 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 <u>Subsection 4(b)</u> 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) <u>Director's Inspection</u>. 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) <u>Acceptance</u>" 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 <u>Section 5(a)</u> to be accepted, has been completed;
- (ii) The Required Infrastructure, or portion or Component thereof, has been inspected by the Director in accordance with <u>Subsection 5(a)</u> 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 <u>Sections 6(a)</u> and <u>7(a)</u>, respectively, hereof.
- (c) <u>Acceptance and Dedications</u>. 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 <u>Section 5(b)</u> 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. <u>Subdivider's Maintenance Responsibility.</u>

- (a) <u>Maintenance</u>. 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 <u>Section 5(b)(iii)</u> 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) <u>Warranty</u>. 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 <u>Section 5(a)</u> 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 <u>Section 5(a)</u> 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) <u>Phase II Final Map Recordation</u>. 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) <u>Independent Contractor</u>. 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) <u>Unavoidable Delay</u>. 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) <u>Notices</u>.

(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

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) <u>Successors and Assigns</u>. 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) <u>Interagency Cooperation Agreement</u>. 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) <u>Waiver</u>. 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) <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original.
- (I) <u>Interpretation of Agreement</u>. 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. <u>Insurance</u>. 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

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]

vynereas, 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
(\$.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 instru	iment has been duly executed by Principal and
Surety on, 201	
"PRINCIPAL"	"SURETY"
1000 CHANNEL STREET (SF) OWNER, LLC, a Delaware limited liability company	
By: Name: Title:	By:
	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

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:_______ By: _______
Name:
Title: 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 <u>RLI Insurance Company</u>, 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 <u>Three Million Four Hundred Thousand and No/100 Dollars (\$3,400,000.00)</u> 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.

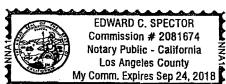
In witness whereof, this instrument has been duly executed by Principal and Surety on March 20, 2015.

"PRINCIPAL"	"SURETY"
1000 CHANNEL STREET OWNER, LLC,	RLI Insurance Company
By: Name: Title: Eric Rubenfeld Vice President & Secretary	By: Mullim Its: Tracy Aston, Attorney-in-Fact
	Address: 8950 S. 52 nd 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	
be the person(s) whose name(s) me that he/she/they executed t	before me,Edward C. Spector, Notary Public, personally who proved to me on the basis of satisfactory evidence to is) is/are subscribed to the within instrument and acknowledged to the same in his/her/their authorized capacity(ies), and that by e instrument the person(s), or the entity upon behalf of which 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 Of Notary Public





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

COMMISSION EXPIRES 01/14/18

POWER FATTORNEY

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 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 appoi 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** Roy C. Die Vice President State of Illinois County of Peoria CERTIFICATE 2014 , before me, a Notary On this <u>3rd</u> day of <u>September</u>, <u>2014</u>, before me, a Notary Public, personally appeared <u>Roy C. Die</u>, who being by me duly sworn, I, the undersigned officer of RLI Insurance Company, a stock corporation of the State of Illinois, do hereby certify that the attached acknowledged that he signed the above Power of Attorney as the aforesaid Power of Attorney is in full force and effect and is irrevocable; and officer of the RLI Insurance Company and acknowledged said instrument to furthermore, that the Resolution of the Company as set forth in the be the voluntary act and deed of said corporation. Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company day of Notary Public Jacqueline M. Bockler RLI Insurance Company Roy C. Die Vice President

> 0433477020212 3664

A 005051/

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"	"SURETY"
1000 CHANNEL STREET OWNER, LLC, a Delaware limited liability company	RLI Insurance Company
By: Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z	By: Mullion Its: Tracy Aston, Attorney-in-Fact
	Address: 8950 S. 52 nd Street, Suite 209 Tempe, AZ 85284
,	
	Telephone: <u>480-940-8420</u>
	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	
be the person(s) whose name(s) is/ar me that he/she/they executed the sam	e me, <u>Edward C. Spector, Notary Public</u> , personally who proved to me on the basis of satisfactory evidence to e subscribed to the within instrument and acknowledged to he in his/her/their authorized capacity(ies), and that by ument the person(s), or the entity upon behalf of which the hent.
	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.
EDWARD C. SPECTOR Commission # 2081674 Notary Public - California Los Angeles County My Comm. Expires Sep 24, 2018	Signature Signature of Notary Public



RLI Surety 9025 N. Lindbergh Dr. | Peoria, 12 61615 Phone: (800)645-2402 | Fax: (309)689-2036 www.rlicorp.com

POWER () 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 mak	•
Tracy Aston, Ashraf Elmasry, Simone Gerhard, KD Conrad, Edward C. S Kristine Mendez, Misty Wright, jointly or severally	pector, Daravy Mady, James Ross, B. Aleman, Lisa Cran.
in the City of Los Angeles, State of Californi power and authority hereby conferred, to sign, execute, acknowledge a bond. Any and all bonds provided the bond penalty does not exceed Twenty	<i>y.</i>
The acknowledgment and execution of such bond by the said Attorney in executed and acknowledged by the regularly elected officers of this Comp	-
The RLI Insurance Company further certifies that the following is a true of RLI Insurance Company, and now in force to-wit:	e and exact copy of the Resolution adopted by the Board of Directors
"All bonds, policies, undertakings, Powers of Attorney or other obligate the Company by the President, Secretary, any Assistant Secretary, Treat of Directors may authorize. The President, any Vice President, Set Attorneys in Fact or Agents who shall have authority to issue bonds, posseal is not necessary for the validity of any bonds, policies, undertaking signature of any such officer and the corporate seal may be printed by fit	surer, or any Vice President, or by such other officers as the Board ceretary, any Assistant Secretary, or the Treasurer may appoir olicies or undertakings in the name of the Company. The corporate s, Powers of Attorney or other obligations of the corporation. The
IN WITNESS WHEREOF, the RLI Insurance Company has caused to corporate seal affixed this <u>3rd</u> day of <u>September</u> , <u>2014</u> .	
State of Illinois County of Peoria State of Peoria	By: Roy C. Die Vice President
	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
3y: <u>acqueline M. Bockler</u> Notary Public	MAR 2 0 2015 RLI Insurance Company
"OFFICIAL SEAL" NUMBER STREET JACQUELINE M. BOCKLER STREET JACQUELINE M. BOCKLER COMMISSION EXPIRES 01/14/18 04334770202.	By: Roy C. Die Vice President

3668

A0058514

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 <u>Seven Million Three Hundred Thousand and NO/100 Dollars (\$7,300,000.00)</u> 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"	"SURETY"
1000 CHANNEL STREET OWNER, LLC,	RLI Insurance Company
a Delaware limited liability company	By: Allyllom
Name: Eric Rubenfeld Title: Vice President & Secretary	Its: Tracy Aston, Attorney-in-Fact
	Address: 8950 S. 52 nd 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	
MAR 2 0 2015	
Onbefore	e me, <u>Edward C. Spector, Notary Public</u> , personally
appeared Tracy Aston	who proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) is/as	subscribed to the within instrument and acknowledged to
me that he/she/they executed the san	ne in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instr	ument the person(*), or the entity upon behalf of which the
person(s) acted, executed the instrum	nent.
·	
	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 CC-1
EDWARD C. SPECTOR	Signature of Notary Public
Commission # 2081674	

Los Angeles County My Comm. Expires Sep 24, 2018



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 he Tracy Aston, Ashraf Elmasry, Simone Gerhard, KD Conrad, Edw. Kristine Mendez, Misty Wright, jointly or severally	ereby make, constitute and appoint: ward C. Spector, Daravy Mady, James Ross, B. Aleman, Lisa Crail,
	California its true and lawful Agent and Attorney in Fact, with full owledge and deliver for and on its behalf as Surety, the following described deliver Twenty Five Million Dollars (\$25,000,000.00).
The acknowledgment and execution of such bond by the said At executed and acknowledged by the regularly elected officers of t	ttomey in Fact shall be as binding upon this Company as if such bond had been this Company.
The RLI Insurance Company further certifies that the followin of RLI Insurance Company, and now in force to-wit:	ng is a true and exact copy of the Resolution adopted by the Board of Directors
the Company by the President, Secretary, any Assistant Secret of Directors may authorize. The President, any Vice Pres Attorneys in Fact or Agents who shall have authority to issue	her obligations of the corporation shall be executed in the corporate name of tary, Treasurer, or any Vice President, or by such other officers as the Board sident, Secretary, any Assistant Secretary, or the Treasurer may appoin bonds, policies or undertakings in the name of the Company. The corporate adertakings, Powers of Attorney or other obligations of the corporation. The inted by facsimile."
	s caused these presents to be executed by its <u>Vice President</u> with its <u>2014</u> .
State of Illinois County of Peoria	RII Insurance Company RORATE ROY C. Die Vice President
County of Feeting	CERTIFICATE
On this 3rd day of September, 2014, before me, a Public, personally appeared Roy C. Die, who being by me duly acknowledged that he signed the above Power of Attorney as the aft officer of the RLI Insurance Company and acknowledged said instrumbe the voluntary act and deed of said corporation.	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: Acqueline M. Dollex Jacqueline M. Bockler Notary	MAR 2 0 2015 Public RLI Insurance Company
"OFFICIAL SEAL" NOTAN F JACQUELINE M. BOCKLER STREET JACQUELINE	By: Roy C. Die Vice President

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"	"SURETY"
1000 CHANNEL STREET OWNER, LLC, a Delaware limited liability company	RLI Insurance Company
By: ZZ Name: Eric Rubenfeld Title: Vice President & Secretary	By: Mullim Its: Tracy Aston, Attorney-in-Fact Address: 8950 S. 52 nd Street, Suite 209 Tempe, AZ 85284
	Telephone: 480-940-8420
	Facsimile: <u>480-940-8425</u>

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	
be the person(*) whose name(*) is/are me that he/she/they executed the sam	me, <u>Edward C. Spector, Notary Public</u> , personally who proved to me on the basis of satisfactory evidence to subscribed to the within instrument and acknowledged to e in his/her/their authorized capacity(ies), and that by ment the person(s), or the entity upon behalf of which the ent.
	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
EDWARD C. SPECTOR Commission # 2081674 Notary Public - California Los Angeles County My Comm. Expires Sep 24, 2018	NMA 1



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

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

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.

Kristine Mendez, Misty Wright, jointly or severally	Specior, Daravy Mady, James Ross, B. Aleman, Lisa Cran,
in the City of Los Angeles , State of Californ power and authority hereby conferred, to sign, execute, acknowledge bond. Any and all bonds provided the bond penalty does not exceed Twenty	<i>,,</i>
The acknowledgment and execution of such bond by the said Attorney in executed and acknowledged by the regularly elected officers of this Com	apany.
The RLI Insurance Company further certifies that the following is a true of RLI Insurance Company, and now in force to-wit:	ne and exact copy of the Resolution adopted by the Board of Directors
"All bonds, policies, undertakings, Powers of Attorney or other obligathe Company by the President, Secretary, any Assistant Secretary, Tree of Directors may authorize. The President, any Vice President, S Attorneys in Fact or Agents who shall have authority to issue bonds, p seal is not necessary for the validity of any bonds, policies, undertaking signature of any such officer and the corporate seal may be printed by	asurer, or any Vice President, or by such other officers as the Board ecretary, any Assistant Secretary, or the Treasurer may appoint olicies or undertakings in the name of the Company. The corporate gs, Powers of Attorney or other obligations of the corporation. The
IN WITNESS WHEREOF, the RLI Insurance Company has caused corporate seal affixed this 3rd day of September, 2014	these presents to be executed by its <u>Vice President</u> with its
State of Illinois County of Peoria SS SS SS SS SS SS SS SS SS	RLI Insurance Company By: Roy C. Die Vice President
	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: Acqueine M. Bockler Notary Public	MAR 2 0 2015 RLI Insurance Company
OFFICIAL SEAL® PORTY PO	By: Roy C. Die Vice President

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 <u>RLI Insurance Company</u>, 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 <u>Two Million Eight Hundred Thousand and NO/100 Dollars (\$2,800,000.00)</u> 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"	"SURETY"
1000 CHANNEL STREET OWNER, LLC,	RLI Insurance Company
a Delaware limited liability company	DH May Peri
By: 2-1	By: Muy Min
Name: Title: Eric Rubenfeld Vice President & Secretary	Its: Tracy Aston, Attorney-in-Fact
	Address: 8950 S. 52 nd 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	
be the person(s) where that he/she/they his/her/their signature.	nose name(s) is/ are subsc eexecuted the same in hi	Edward C. Spector, Notary Public, personally proved to me on the basis of satisfactory evidence to cribed to the within instrument and acknowledged to s/her/their authorized capacity(ies), and that by the person(s), or the entity upon behalf of which the
		fy under PENALTY OF PERJURY under the laws of ate of California that the foregoing paragraph is true prect.
	WITN	IESS my hand and official seal.
	Signa	ture



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 approving officer if desired.	he bond which it authorizes executed, but may be detached by the	
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		
power and authority hereby conferred, to sign, execute, acknowledge and bond.		
Any and all bonds provided the bond penalty does not exceed Twenty I	five Million Dollars (\$25,000,000.00).	
The acknowledgment and execution of such bond by the said Attorney in Ferecuted and acknowledged by the regularly elected officers of this Compa		
The RLI Insurance Company further certifies that the following is a true of RLI Insurance Company, and now in force to-wit:	and exact copy of the Resolution adopted by the Board of Directors	
"All bonds, policies, undertakings, Powers of Attorney or other obligation the Company by the President, Secretary, any Assistant Secretary, Treast of Directors may authorize. The President, any Vice President, Sec Attorneys in Fact or Agents who shall have authority to issue bonds, policies is not necessary for the validity of any bonds, policies, undertakings signature of any such officer and the corporate seal may be printed by face	ner, or any Vice President, or by such other officers as the Board retary, any Assistant Secretary, or the Treasurer may appoin cies or undertakings in the name of the Company. The corporate , Powers of Attorney or other obligations of the corporation. The	
IN WITNESS WHEREOF, the RLI Insurance Company has caused the corporate seal affixed this3rd day ofSeptember,2014	ese presents to be executed by its <u>Vice President</u> with its	
OGRPORATE Z	RLI Insurance Company By:	
State of Illinois County of Peoria SEAL	Roy C. Die Vice President	
County of Feoria 7	CERTIFICATE	
On this <u>3rd</u> day of <u>September</u> , <u>2014</u> , before me, a Notary Public, personally appeared <u>Rov C. Die</u> , 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: Macquekine M. Bockler Notary Public	MAR 2 0 2015 RLI Insurance Company	
"OFFICIAL SEAL" NOTATION JACQUEUNE M. BOCKLER STATE OF JACQU	By: Roy C. Die Vice President	

A0058514

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"	"SURETY"
1000 CHANNEL STREET OWNER, LLC, a Delaware limited liability company	RLI Insurance Company
By: Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z	By: <u>Alluflarm</u> Its: <u>Tracy Aston, Attorney-in-Fact</u>
	Address: 8950 S. 52 nd 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	
be the person(s) whose name(s) is me that he/she/they executed the s his/her/their signature(s) on the in	Fore me, <u>Edward C. Spector, Notary Public</u> , personally who proved to me on the basis of satisfactory evidence to her subscribed to the within instrument and acknowledged to same in his/her/their authorized capacity(ies), and that by strument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instr	rument.
	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
EDWARD C. SPECTOR Commission # 2081674	digitature of from y 1 dollo

EDWARD C. SPECTOR
Commission # 2081674
Notary Public - California
Los Angeles County
My Comm. Expires Sep 24, 2018



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

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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.

Tracy Aston, Ashrat		rhard KD Conrad.		constitute and appoint: ctor, Daravy Mady, James Ross, B. A	leman. Lisa Crail.
bond.	•			its true and lawful Agent ar deliver for and on its behalf as Suive Million Dollars (\$25,000,000.00).	
executed and acknow	wledged by the regular	rly elected officers	of this Compa	act shall be as binding upon this Comp ny. nd exact copy of the Resolution adopt	•
	Company, and now in		wate was a deci-	and oxide bopy of the resolution despr	sa by the sourt of Differents
the Company by to of Directors may Attorneys in Fact seal is not necessar	he President, Secretar authorize. The Pres or Agents who shall h	y, any Assistant Se sident, any Vice I ave authority to iss any bonds, policies	cretary, Treasu President, Secr sue bonds, poli , undertakings,	ns of the corporation shall be execute rer, or any Vice President, or by such etary, any Assistant Secretary, or the ries or undertakings in the name of the Powers of Attorney or other obligations simile."	other officers as the Board ne Treasurer may appoin e Company. The corporate
	EREOF, the RLI Inside this 3rd day of			se presents to be executed by its RLI Insurance Company	Vice President with its
		Managaman Harman	SEAL	By: Roy C. Die	Vice President
State of Illinois	ss	Tennin	ZLINOIS		
County of Peoria	,			CERTIFICA	ATE
acknowledged that he officer of the RLI Inst	of September, eared Roy C. Die signed the above Powe irance Company and addeed of said corporation	er of Attorney as the knowledged said institution.	nly sworn, e aforesaid strument to	I, the undersigned officer of RLI Inscorporation of the State of Illinois, do he Power of Attorney is in full force and furthermore, that the Resolution of the Power of Attorney, is now in force. In hereunto set my hand and the seal of the this day of	creby certify that the attached effect and is irrevocable; and Company as set forth in the a testimony whereof, I have
Jacqueline M. Boo	kler	No	tary Public	RLI Insurance Company	
ZYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYY	"OFFICIAL SE PUBLIC FOR THE PUBLIC F	AL" DCKLER 01/1/4/18	0433477020212	By: Roy C. Die	Vice President

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

Dunol 15

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 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 ----PRINCIPAL----1000 Channel Street Owner, LLC, **RLI Insurance Company** a Delaware limited liability company By: By: 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 <u>Eric Rubenfeld</u> (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 Relshelthey 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.

DENISE DEL REY-TOUSSAINT
Commission # 2033607
Notary Public - California
Los Angeles County
My Comm. Expires Jul 16, 2017

Signature Dollhu Toussand (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	
Tracy Aston who person(s) whose name(s) is/are subsome/she/she/they executed the same in his	e me, <u>B. Aleman, Notary Public</u> , personally appeared broved to me on the basis of satisfactory evidence to be the cribed to the within instrument and acknowledged to me that her/their authorized capacity(ies), and that by his/her/their arson(s), or the entity upon behalf of which the person(s)
	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.
B. ALEMAN COMM #1985713 Notary Public - California Los Angeles County My Comm. Expires July 21, 2016	Signature Of Notary Public



RLI Surety 9025 N. Lindbergh Dr. | Peoria; 12 61615 Phone: (800)645-2402 | Fax: (309)689-2036 www.rlicorp.com

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

POWER FATTORNEY

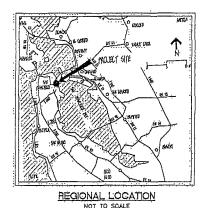
RLI Insurance Company

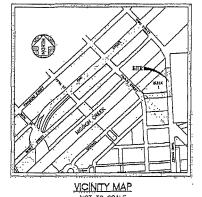
Know All Men by These Presents:

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.

Tracy Aston, Ashraf Elmasry, Simone Gerhard, KD Conrad, Edward C, Kristine Mendez, Misty Wright, jointly or severally	Spector, Daravy Mady, James Ross, B. Aleman, Lisa Crail,
n the City ofLos Angeles, State ofCaliforn cower and authority hereby conferred, to sign, execute, acknowledge cond. Any and all bonds provided the bond penalty does not exceed Twent	and deliver for and on its behalf as Surety, the following described
The acknowledgment and execution of such bond by the said Attorney is executed and acknowledged by the regularly elected officers of this Com	· · · · · · · · · · · · · · · · · ·
The RLI Insurance Company further certifies that the following is a troft RLI Insurance Company, and now in force to-wit:	ne and exact copy of the Resolution adopted by the Board of Directors
"All bonds, policies, undertakings, Powers of Attorney or other obligative Company by the President, Secretary, any Assistant Secretary, Tre Directors may authorize. The President, any Vice President, Secretary in Fact or Agents who shall have authority to issue bonds, poseal is not necessary for the validity of any bonds, policies, undertaking signature of any such officer and the corporate seal may be printed by N WITNESS WHEREOF, the RLI Insurance Company has caused	assurer, or any Vice President, or by such other officers as the Board decretary, any Assistant Secretary, or the Treasurer may appoint solicies or undertakings in the name of the Company. The corporate ags, Powers of Attorney or other obligations of the corporation. The facsimile."
corporate seal affixed this 3rd day of September , 2014	. DYXX
state of Illinois County of Peoria SS SS SS SS SS SS SS SS SS	RLI Insurance Company By: Roy C. Die Vice President
county of a conta	CERTIFICATE
On this <u>3rd</u> day of <u>September</u> , <u>2014</u> , before me, a Notary Public, personally appeared <u>Roy C. Die</u> , who being by me duly sworn, cknowledged 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. By: Additional Distriction 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 thisday of
Jacqueine M. Bockler Notary Public	RLI Insurance Company
"OFFICIAL SEAL" PUBLIC F JACQUELINE M. BOCKLER STATE OF COMMISSION EXPIRES 01/14/18 0433477020	By: Roy C. Die Vice President
30	689 A0058514

MISSION BAY BLOCK 1 MISSION BAY, SAN FRANCISCO, CALIFORNIA





PROJECT SUBCONSULTANTS

LIGHTING DESIGN AND CONSULTING LANDSCAPE ARCHITECTS STRUCTURAL ENGINEERING

CATHODIC PROTECTION

ELECTRICAL AND JOINT TRENCH

F.W. ASSOCIATES, INC.
LOOP LIGHTING DESIGN AND CONSULTING
CLIFF LOWE ASSOCIATES
PQH WONG
JDH CORROSION CONSULTANTS, INC.

| Description |



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						XX	STORY WATER ARET	i		JOB NO.	<u>+_</u>

GENERAL NOTES		
IA OWNER: FOCK-MB, LLC 18. PROJECT WHACE SESSION AND CONCOMMENT PROUP, LLC	JOD. ACM SEMACES AND NEW LATERALS TO NEW MORNAYS FROM EXISTING WATER MAILS, CONTRACTOR WISTALLS PAPE. METER MASTALLATION WAS CONTROLLED TO DISTING WATER MAIN STALL DE DONE OF SEND POISOURCE, CONTRACTOR STALL DE LA REGISTRE CONTROLLED DE LA REGISTRE SENDALION.	54. ALL PIRE HIDWARD GATE-VILLEE COVERS SHALL HAVE INFEGRATED ARISED LETTERS STATING "EATO-IND-OF" OR AS DIRECTED BY THE GATE APPRICATIONS. 3. ALL TOP CONTINUOUS OR STATUS BATS FOR DIRECTED THE DAYS SHALL HE DON'T DAY BY PEACL TREATMENT.
295 CHARNEL STREET SAN FRANCISCO, CA 14107	SOC. ACE LATERALS TO HER LEFT, FROM HER WATER LAWS COMPACTED COMPACTES ALL NORK TO THE EIGENHAMM WARN-OFF MEER OR TWEST GRADE OF THE SIDEMALK PER COSF STANDARDS. SFTD PERSONNEL SWILL WITHIN THE TIME ITEMAN.	31. ALL NOT CONTENING OR STATUS PREVE FROM DISTING USE MANS SAMIL DE CONTENING PARE. EXCHAINGH AND MICHTLE SHALL BE DONE RYTHE EQUINACION, CENTIMATION, SAMIL CONDIQUIALE ROPE, MINI, PORT. 36. DON A STAING ON THE THE TOP FACE OF THE CAND CONCENT ONTH A UTILITY STANCE THAT IS HOT TET OPENATIONAL THAT STAING SHALL REPLACED WAS ACCURATED, THE PRINCE MANS, IN THE TOP TO SAMI PRANCESED STAINAND STAINGHOUSE STA
SAY MATEO, CA 81101	JOD, ALL CONNECTIONS OF HEW WATER MANS TO ENSTRING MANS SHALL EE DONE OF SPREAD PERSONNEL THE DISCONNECTION OF FALLY CHSTING STRUCE LIBIES SHALL BE DONE OF SPREAD PERSONNEL CONTINUETOR SHALL DO ALL REQUIRED REACHMENT, MENTALLING, MON PROMENT RESTORANCE.	SPECHICATIONS SECTION 20205 AND 207.1: THE THEENHAL WE THE STAINS TO BE USESTAUP THE LETTER TO OVER THE STORM COUNT LIVE SERVICE LATITUM.
2. ELOCATIONES SABREL APE CAN MESSAGE AND DELIME (CET) OF SAM PRANCESCED DELICE 4 (SALOO PEET). A CROW CHE AN THE OUTER ALL OF HE STREMS WERE MELT A THE CONTENSION FOR DELIMINESTEED ALL OWNERS FOR THE STREET AND THAT AND STREET IS THE PRIMERY EXPONENT FOR ALL OF THE STREET AND STREET IS THE PRIMERY EXPONENT FOR THE STREET AND THE PROPERTY OF THE OWNERS OF THE CONTENSION OF THE AND PROPERTY STREET SEED THE STREET SEED THE STREET AND PROPERTY STREET SEED THE STREET AND PROPERTY STREET SEED THE STREET SEED THE STREET AND PROPERTY STREET SEED THE STREET STREET SEED THE SEED THE STREET SEED THE SEED THE STREET SEED THE SEED	JI, LON PRESSURE MATER AND RECLAIMED WATER LINES SHALL SE VISIALLED PER SPIND STANDARDS AND RULES AND REGULATIONS CONFRANC WATER SERVICE TO CUSTOMERS.	-STAUP DE LETTE TO ORFI-TRE-CEDIU JOSEP LIE STRUCK LATERAL -STAUP DEL LETTE TÉ ORE RELETINE COURTE MELLE STRUCK LATERAL -STAUP DEL LETTE TO ORFI INTÉ ISLE SERVICE LATERAL -STAUP DEL LETTE TO ORFI DE L'ELLE MES ENDICE LATERAL -STAUP DEL LETTE TO COURT DE RELEGACION DERIGE AND SERVICE LATERAL
SECURIONE BERGINAR AL AN ELECTION OF TOTAL . 1. ALL SONS SULE, BE OF ACCORDINGE TO THE PROJECT MUNIAL AND PROVISIONS OF THE MISSION BAY SUBMISSION OF MAJORITY OF SAM PRANCISCO STANDARD GROWNING, MITTER TO THE CITY AND COUNTY OF SAM PRANCISCO STANDARD SPECIALIZATION, CULTUMAS SUCCESS	33. COMPARIENT SMILL PROME ONE SET OF DITALED AS-PARET PANES SHOWER ALL ORDISCONS, CHARGES ADDITIONS AND DELETIONS IN AUTOCO ON DY TORIANT ONE SET BALL OF MANAHED AT THE SITE AND UNDATED BALK ILEGIONE AS-PARET PANS HEL BE SUBVITED TO THE OIT UPON COMPLETION OF THE PROJECT IN AUTOCOD OF DAY FORMER.	-STATE THE LITTER TO ONE HE SANGET SOME HIS SERVED LITTER. -STATE THE LITTER TO ONE HE LOS RESIDENTIALS SERVED LITTER. -STATE HE LITTER TO ONE HE LOS RESIDENTIALS SERVED LITTER. -STATE HE LITTER TO ONE HE THANKEN STREET HE SERVED. -STATE HE LITTER TO ONE HE THANKEN STREET HE SERVED. -STATE HE LITTER TO ONE HE THANKEN STREET HE SERVED. -STATE HE LITTER TO ONE HE THANKEN STREET HE SERVED. -STATE HE LITTER TO ONE HE THANKEN STREET HE SERVED. -STATE HE STATE HE SERVED. -STATE HE
So, the compactor shall weet the accommenents of the latest evitions of toost regulations for robusing in san Reviewood Structs.	33. EXISTANC PAR HAD POLICE BOXES TO REWAN OR TO BE RELOCATED TO A SAMAR FAISHED LOCATION AS PER THE APPROPRIATE ACCURACY SPECIFICATIONS.	57. STREET HAVES SILL DE STANED HITO THE CONCRETE AT THE INITIASTEDIDITIES AND AMERITORIS AT CIRC COMPAR WHICH THE INVOICED PAUM ILLITIES AND VINERALES A MORES FORM AND 1/2 WICH EXTERN THE PROVISIONS AT CIT OF SAM PRANCESCO STANDARD SPECIFICATIONS SECTION FORDS AND AS CHICARISE MAYBE DIRECTION BY THE CIT. REPRESENTATION OF THE PROVINCE AND ASSOCIATION OF THE CONTRACT OF THE CIT.
4. THIS APPLICATION IS SUDJECT TO THE MISSION DAY SOUTH REDEVELOPMENT PLAN.	31. ALL GRANTY LITLITY SYSTEMS SHALL BE HISTALLED FIRST, PRESSURE UTILITY SYSTEMS SHALL BE ADJUSTED VERTICALLY TO CLEAR OBSTRUCTIONS.	SS. NO STREET CLOSURES WILL BE ALLOHED ON IND STREET FROM GALF, TO JP.M. (M-F) AND QUANT ANY ULYOR EXCHIS M THE CITY, EXCLUDING MERCHISS, ANY STREETS AND SIDENBLY CLOSURES SHALL HAVE FROM APPROVAL TROM THE CITY.
S. NO HOUR SHALL START WHIL NECESSARY PERMITS ARE OBTAINED BY THE COMPLACTOR TROU THE ENY AND COUNTY OF SAY FINICIPED HIP ALL DIRER ACLICIES REQUISED.	35. ALL CONSTRUCTION III COLAUNCTION INTIL THIS PROJECT HUST FOLLOW THE PROTOCOL AS DETAKED IN THE "MISK HUMBERLENT PLAN FOR THE MISSION WITH THIS PROJECT HUST FOLLOW THE PROTOCOL AS DETAKED IN THE "MISK	39. THE CONTRACTOR SHALL NOT MANCE, WOM LINY OPERATIONS ALONG CHANNEL/3RD STREET DURING CONSTRUCTION.
8. AN APPROVED TOUTHS CONTROL PLAN WILL BE RECORDED BETONE DIE START OF THE ACRUL CONSTRUCTION IN THE STRILLE, THE CONTROLOR SHALL REDUISE TROM THE CITY ON THE REQUIREMENTS OF THE TRAFFIC CONTROL PLAN SUBMITIALS.	36. WHERE URLITY TERMINES EXTERN AND BAY MILD A PORNING SUPPLIES SHALL BE CREATED BY THE CONTRACTOR. A CECONSTRUCT SHALL BE PLACED, OVERIAN. BY AF LEAST 12 BICHES OF CRUSHED ROCK AS DIRECTED BY THE CHICAT'S AGENT. 17. MOT USED.	BU, ALL PROPOSED UILITY BURES AND STRUCTURES SAML BE PLACED DUT OF INSPLAND CHISRIKE CHAR BETWARD. CURB BURE THATES AND TRADERS SAMD. IL CHITRIN FAMILE SAMD. SEMBLATED UTILITY DANS LOCATIONS DRIVES. BUT, ANNES THE THATANTS OF UILITY BY DESTURE THE RESS STRUCTURE DEMANDES OF AND LITTLE AND FREE SAMD. I BY RELATION IN
7. THE EMPLEE, PROJECT MANGERS AND THE OFF AND COUNTY OF SAIL TRANSPOSS SALE BE ADTITUDE OF ADMINISTRY WITHOUTH OF ANY CONSTRUCTION CONSTRUCTOR BUT RECORDED OF CONCESSION ANY REASONS TO THE PARK AND PLAN DECLARDING TO THE PROJECT OF THE PARK AND PLAN DECLARDING.	18. GETERHICAL ENGNEET SHAL OBSERVE SITE PREPARATION, PLACEMENT AND COMPATION OF FIL AND UNINIT TRENCH BUCKTAL, PREPARATION OF PAYENCHT AND SIDERBLY SUBGRADE, COMPLETION OF AGRICUATE DASC, AND PREVIALATION OF POWERTACHES	FT. MESS HER INDEXITYS SHILL BE INSTILLED FER HES SEMANDED DEMANCS FOR—SLILL HAD, HE'S SERIE, IN BELLATON TO PRODUCED SEGMENT, GLUBANDE DEMENSOR HAD BE VERTER, HADDRES SHILL BE FAMEL FOR PROJECT, SECONDAINES AND LL WAVE COVERS HAD FRANCE SHILL BE FLOST HIM THAN LAST PROJECTIO CAUGH.
A. COMMERCIAL PARTS THAT THEY SALL ASSULE SOLE AND COMPLETE REPORTED THE ASSULE FOR AN EST CONCENTION OF THE PROJECT MELEGAM THE SOUTH OF ASSULE FOR ASSUL	39. CONTRACTOR SMALL RE RESPONSIBLE TO COORDWATE ALL DEMOLDON AND CONSTRUCTION SINGING AMONG ALL ADMICENT PROJECTS, RICLIVIAND BUT NOT LIMITED TO TRAFFIC MAJOLING, CURB RETMINS, UTLIFIES, TRAFFIC SIGNALS AND DEMOLDON.	13. DEL DOMANO ON ORDER CORTUN MOST CONSMINIO ACTION? (MODEL AT A OSSINCE OF 100 TEXT) SMAL BE LIMITED TO BOO AN TO SAD PLANDARY PROMON FROME, IN PLE DOMING ON FORD RETIRED MOST CHRISTIAN CARRIES, FEMILITED ON ADMINIST, SINGLY ON HOLDING, REQUESTS FOR DALE DRAING ON OTHER EXTERNE MOST CHRISTIAN ON AUTHORY MY RE CONSIDERED IN A CASE-PY-CLE USES OF THE STOCKES AREINEY OF THE REDURAL PURIL MOSTING (OCU), WITH APPROVIL AT THE SOLE DISCRETION OF THE OCC. DIRECTOR.
D. COMPACTOS SMULL DE RESPONSABE FOR ANY COMMON TO STREET (APPROPRIATOR) AND APPRICHANCE AND REMOTE PROPERTY CAUGHT AT THE CONTROL AND A SMULL DE ARROYMENT LAND AND ADDRESS AND A SMULL DESCRIPTION AND A THE CONTROL AND ADDRESS CONSTRUCTION SMULL BE REPAIRED AT THE CONTROL OF SMULL DESCRIPTION OF SMU	10. HIGH TO CHAIRPEALITY OF GRAINS ON STEE CHAIRACTER SHALL ONE COTTENANT, CONTEXTANT AS BOAR AMAZE, BOTTENATUR, ALL ROSS SHALL CHEEK THESE AND ACTUAL SHALL CHEEK THESE AND ACTUAL SHALL	
IG: CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING A PERANT COPY OF CONSTRUCTION PLAIS AT PROJECT STIL DURING	A.) GEOTECHNICAL INVESTIGATION BLOCK INSENT 94X, SAN FRANCISCO, CA	•
 ALL DEBRIS AND WISSITABLE MATCHILL WITHOUT THE LADA OF WORK, HINCH ARE NOT WOOSPARABLED IT THE WORK, SIGHL FOR FOLLOWED TO A LEGAL EXPENSITE AT THE SUPPLIES OF THE CONTRACTOR, ALL WHORFED MATCHILL SHALL CONFORM TO THE FRONCE WHILE. 	OATE: FERNANT 27, 2003. B. DETECHNER, ECOMETRIA FORES PRESSED AND PRINCESOR, CA MESSEN AND PRINCESOR, CA	
12. CONSTRUCTION FELICING STULL BE PROBUED AROUND THE STIE DURING AND AFER GRADING, FERCING SHALL BL PLACE AS SHORM ON PEAK UPON COMPLETION OF SITE WORK PERMANENT FORCING SHALL BE MISTRALED WITH CALIDANS SMITHARD BETAL ARE	DATED; APRIL 4, 2001.	
13. SOU DYCHINED FROM MISSON BAY MAY BE DISPOSED OF WITHIN THE MISSON BAY PROMED BOUNDINGS. AS DIRECTED IN THE CHARGES MENT, SUBJECT TO JULY APPLICABLE FREEDIL AND STAFF LIBES AND STAFFACTIONS. CONTINUED TO, BE DIRECTED TO THE MISSING PLANS AND MENTAL PORT AND ADMINISTRATION OF CONTINUED TO.	4). MY MILODATION OF THE THE MEMORY AND WARS OF ANY) THAT ARE IN CONTINET BITH THE PROJECT SHALL BE SOLLECT FOR A PROPOSAL, OF THE SAM FRANKED OF REPORT, ISSNYL AND THE PROMITTE SHALL BE REPORTEDIBLE FOR ALL COST (RECLUMNO OLISINE OSST BY MAY, CONSTRUCTION) COST BY THE CONTINUEDR THAT IS APPROVED BY STIP AND COST OF TEXTING AND OTHER LICECULANCES WHERE BY STIP).	City and Surply of the Transitive State of the Surple of Transitive State of Transitiv
14. IF HORK IS HOT BONG PENDORHID AT NICHT, THEN THE PROJECT SHILL BE CLEARD AND NO HOLES OR STOCKHIES OF WATERIL HAL DE ALLONED MANN THE STREET ON MODERNIC ACCESS FROM 8 P.H. TO 9 A.W. ALL EXCHANDOUS SHALL OF BACKETILED OF PLATED ON HAZE LOADING.	12. NOT USEO.	
15. NOT U5CD.	43. ANY POTHOLOG CICHANIAN SPALL BE COURT BY THE NACOUN TIPE METHOD, NOT KITH HEAVY EXCAVATION EQUIPADRI. 14. THE THEORY MEN ECCESS TYPENING STREET SIGNLES SHALL BE MINIMARIED UNITE ROOCERON OR LITERATE SIGNLES IS	Wignisor of Marie Laste.
16. WITHISTRUCTURE WITHOUSELENTS SHOWN ON THESE PLANS HAVE BEEN DESIGNED TO ACCOMMODATE EARTHQUIST CF APPROXIMATELY 1 NOW 10 7 J. WASHES AND THE PREDICTED STATIC SETTLEMENTS OF 2 TO 3 WHIES BY PREDICTED A PROJECT A PROJECT STATIC SETTLEMENTS OF 2 TO 3 WHIES BY PREDICTED A PROJECT A PROJECT STATIC PROJECT.	AL NO EUROPHY SECTES. DESINE PRICE SHARE SHALL OF HAMBIED HIR, REGALDIN OF AUTOMITE SHARES, MYPERCO AS RAMONIES, MINORIES BY INC. OTHER ACCORDANCE WITH APPEARES LOSS. ANY CAMPET TO THE SHARES, ANY LOCATIONAL SCHOOL OF ANY PRISEASE, CHARGES (RESILIZATION OF SHARESES, ETC.) THAT MYTEET THE EXISTING HETWORK FOR PERESTRUM AND VIOLUME ACCESS MUST BE ARRYSTRED MANDRIANT TO.	DISAULLITY ACCESS COMPLIANCE FOR CITY FUNDED PROJECTS
17. FLEXIBLE VOHITS HAVE BEEN PROMODED, WHERE REDURNED BY SETTLEMENT CHOTENA OF HOTE IS.	THE REPORT OF THE PARTY OF THE	Applicant: Fill in project name and address and that; soon onto plans.
16. CONTRACTOR SULL PREPARE STORMANTER POLLUTION PREVENTION MANY (SWPPP) FOR THE PROJECT SITE AND SHALL ADVENCE IN THE ARCHITECT SITE AND SHALL ADVENCE IN THE ARCHITECT SITE AND SHALL ADVENCE IN THE ARCHITECT SITE AND SHALL ADVENTION SHAPE AND SHALLOW AND PROJECT FOR RECOLATORY RECONSELECTES.	Set SECOND CONTROL EXPONENTIAL ALLAS AND	PROJECT: MISSION BAY BLOCK 3
13. FOR ALL EXCAMPIONS CONTRACTOR CHILL IMPLEMENT SHORING AND BRACING FER REGULATORY REGISTREMENTS ACCORDING TO STATE LAW (OSHA).	48. PRICE TO EXCHATION, AN ARCHAEOLOGIST SHALL HISTRICET ALL EXCAVATION AND FOUNDATION CREMS ON THE PROJECT	Louve Area Below Blank - For DAC Staff the Caby
20. THE COMPANIES SHALL BE RESPONDED FOR PROTECTION ALL COLONS SURFEY HAVINGHIS AND COMMICK, POSITS, MICHIER SHALL ARMS AND MANIESTAM SHARMEN OF DIES MANIESTAM SHALL ARMS AND MANIESTAM SHALL ARMS AND CITY CORES, SPECIFICALLY THE PROTECTION OF SECTION STAYL (OF THE PROTESSION LIANS SHAPPENS AFT FOR HIS COREST, STAYLE OF MANIESTAM SHAPPENS AFT FOR HIS COREST, STAYLE OF THE CONTRACTOR SHALL BE RESETTED AND APPROVED BY THE CORPORT SHAPPENS AND ARMS AND	45. PROSE TO EXCOLUDING, AN ARCHARD COREST SHALL RESTRICT ALL EXCOLUDINA AND TOURISHING CRISTS OF THE PROTECT SHEET OF THE POSITIONING PROTECTION OF THE PROTECT SHEET AND ARCHARDS, AND THE PROCEDURES TO BE FOLGHOOD IT SUCH AUTHORISH ARE UNCONFIRED. ALL CONSTRUCTION ARTHRIPS (INCLUDING INFRASTRUCTURE) 45. CONTRACTOR IS ANSALD THAT AUTHORIZADON TO MARK OIL CITY PROPERTY SHALL BE PURSUALT TO ATTACHMENT 4 OF THE CONTRACTION ARCDISHING CONTRACTOR OF THE POSITION ARCHITECTURES OF THE POSITION ARCDISHING CONTRACTOR OF THE POSITION ARCHITECTURES OF THE POSITION ARCDISHING CONTRACTOR OF THE POSITION ARCHITECTURES	PLAN RATURY YTAĞE ÖPKEĞAĞ baş qyoyul CI (Mestendik Finaldağı finaldağı başlık - Datı) Di Pinayadı Ağa Aramaya Fens
MONUMENTS SHOWN ON THESE CHAMINGS. 21. THE REMOVAL OF ORSTRUCTIONS AND ALL DEMOLITICAL ITEMS (POWER, POLES, FEMCES, RETAINING WALLS, THESE.	THE CONSTRUCTION AGRECULAN CONTAINED AT THE PROJECT WAYNE. 42. NOT USED.	Ci incellegerijen inajen (1)je bount prec
21. THE RELIGIOUS OF DISTRICTIONS AND ALL DEMOUNTED THUS (FORTH, POLES, FORCES, RELAMON, WALLS, THESE STRUCTURES, POPULIES, ETC.) SALL ELS AT THE CONTINUED SE DEMOUS AND FULL STRUCTURES SHALL ELS AT THE CONTINUED SET OF THE CONTINUE SET OF THE SET OF THE CONTINUE SE	48. PRE-CCHERIUGION CONFERENCE IS TO BE HELD WITH THE CITY, CONTRACTOR, & RISK MANAGEMENT PLM, (RMP) AND STORM WATER PALLIPON PRESTITION FEM (SIMPP) MUNGEURIT CONSTITUTION, TEPRES WILL MICLIDE. AS SCORE MID SENERAL OF WARE	C1 Feel Consequence Plan Description Telegraph Description we employ Reduction. Cell DAC at 117-1645 to schedule Distriction Telegraph Descriptions Distriction Telegraph Descriptions
SUCKHAK SHALL BE AT 1492 2:1: 23. ALL STORM DRAMPER SHALL BE AS NOTED BY THE FLANS,	D) CLOP INSPECTION HOTEKATION RETURNEMENTS	[] Roadt (Emilia, after eluciblist and electricists) is considere.
14. HOT USED,	6) TRUPIC CONTROL 8) RUP GIPLETATATION RELIGIONE THICKING PREVENTION, DUST CONTROL ETC. 8) SEPPP MIPLECHARDON, WELLIGHT SWIED TALLES, MONTROPHY, MAINTENINGE PRACTICES.	1 Appl op des predigt mat kriptensom ficklichens Dem bescheider in all adjective ordereter Dem bescheider in all adjective ordereter Dem bescheider in all adjective ordereter
25. THE LOCATIONS OF CESTION INTERMEDIATE SHOWN ON PRICE PLANS AND APPROXIMENT CONTROLS ASSETT WHICH DISK AND REST RECORDS. CONTRACTOR SHALL BE RESPONSED TO WHITE THE PRICES LOCATIONS ON DISKS OF A OFFICIAL SHAD COST RECORDS. CONTRACTOR SHALL BE RESPONSED TO WHITE THE PRICESE LOCATIONS WID DISKS OF A UNIFORMATION PLANTERS YELD STAYLY (7) AND THE PROOF TO CONTRACTOR. CONTRACTOR SHALL MADRY (COR ADMINIST AND A AT LIGHT AS ARCHES PRICE TO STAND CONTRACTOR SHALL HOTHEY THE DIDDITEST HID WHILES ACRUST OF ANY PRODUMENTAL OCCUPATION THAT IS RECORDITION THAT THE THE PRICE AND THE STANDARD OF THE PRODUMENT AND WHILES ACRUST OF ANY PRODUMENTAL OCCUPATION THAT IS RECORDITION THAT THE THE PRICE AND THE STANDARD OF THE PRICE AND THE PRODUMENTAL OF THE PRICE AND THE PRODUMENT AND WHILE SECURITIES AND THE STANDARD OF THE PRICE AND THE PRIC	6 SECTION SCHOOLS AND REPORTS IN CASE MENTIONS. 49. INNER JUNIORS THE RIGHT TO PERSONA SURVICES TO CONTRACTOR IS CONSTRUCTOR INFROVENCINS AT THE CREMETE ORALL CONTRACTOR IS CONSTRUCTOR INFROVENCINS AT THE	New York Section (Section 1) in Conference of the Conference
UNIVERSITY PROJECTS C. LEGS STORY (7) DATE PROSESS OF CONTINUENCE SPECIAL STORY OF THE PROJECT AND UNIVERS AGENT OF ANY REQUIRED AND UNIVERSITY OF ANY REQUIRED AND UNIVERSITY OF ANY REQUIRED AND UNIVERSITY OF ANY RECONSTRUCT	SO CONTROL SHALL MANUAL PROCESSION OF PLANTING OF ALL DELIVER STREETS SHALL CONTROL SHALL	- I in it is
26. THE CONTRACTOR SHALL EXERCISE CASE WHAT HORNOUSE NEAR DOSTRIC UTENTES AND SHALL DE RESPONSIBLE FOR ALL DAMES, BREAKADE ON LEASS CAUSED BY THER HORN.		25 Signar agrained from Lighthomas for the Miles. [5] Historian distinguishing myself in adopt on the freedom. [6] Historian distinguishing myself in adopt on the freedom.
27. INFERE EASTHIN AUMOORTS UNIFICATIONIUM UTURES ARE ENCONTRETES AND THEY ARE AL CONTLOT ATTI MORK ASSOCIATE BOTH THE CONTRETA THE CONTRETATE SHILL DONLINE THE HOWERE AND THE UTILITY CONTRETATE AUMOORDISCH, THEY CALL RELIEF SAN UTURETY AS RECEIPED AND INSPIRED FOR AUMOORDISCH, THEY ARE ALL RELIEF SAN UTURETY CONTRETATE OF THE AUTOCASE OF THE METERS AND AUTOCASE OF THE AUTOCAS	51. ARCHITETHMAL WILL CHATES (AICS) ALL WALTE, FULL ROYES AND MANICLES LOCATED HISTORY THE SECREMA PROS. STREET PURPHINE FOR AND TELEM 201125 SMALL BE SET RECESSED BELOW GOODE AND PROVIDED WITH ARCS. THIS STREET, AND CONTROL WILLIAM AND AND ARCS SECRET SHOTTO OFFICIAL STREET, AND CONTROL SECRETICATION AND AND ARCS. SAND AND ARCS. SAND AND ARCS. SAND ARCS. SAN	17 Arry tellion maintiviliary and respect of weather and an animous rows Page Novin June 19
28. MAXIATE THE HOMEONTAL SEPARATRIX METHEEN WATER LINES, SEWER LINES, AND OTHER VIRITY LINES.	CONTAS, AND SEATH CLOUIDUT COVERS DO NOT REGIANE AVE'S.	Sur Prince M (PV).

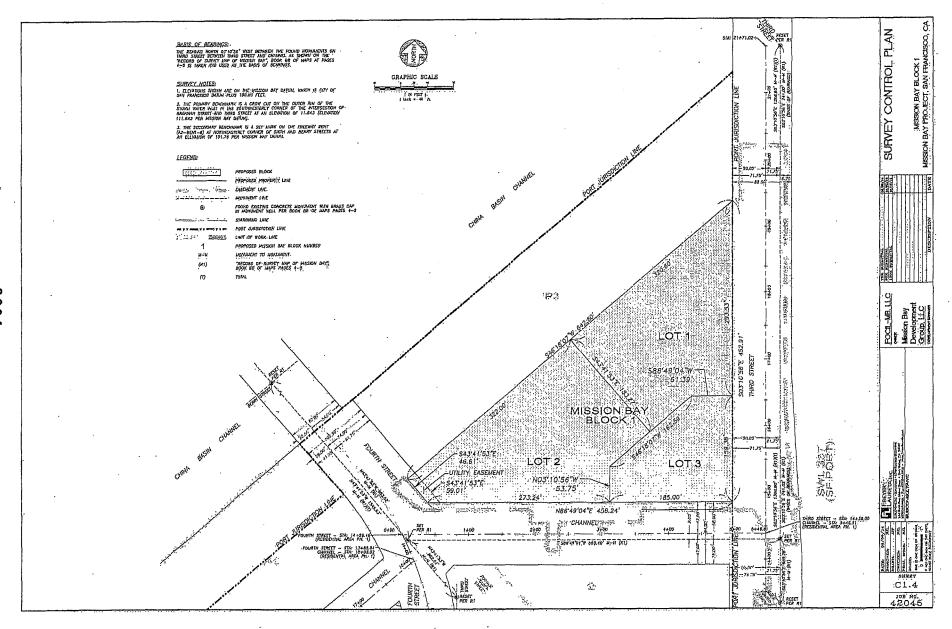
52. PROVIDE HEN FRANCS AND COVERS FOR ALL MANHOLES LOCATED AY PORTICIES OF THE COMENIED SENIOR STREET STREET NO BE CONNENTED TO THE SEPARATED STORM DOWN TO STREET OF SAMITHAY SENER SCREEN FRANCES AND COVERS SHALL BE SUMMOND SENIORATED STORM FORM OF SAMITHAY SCREET AS APPLICABLE, 53. ALL LEN' AND ROW LHES SHALL DE SURVEY STANCE FOR HORIZONTAL AND YERROAL LOCATIONS PRIOR TO CONSTRUCTION OF HORIZINES. MISSION BAY BLOCK 1
MISSION BAY PROJECT, SAN FRANCISCO, CA

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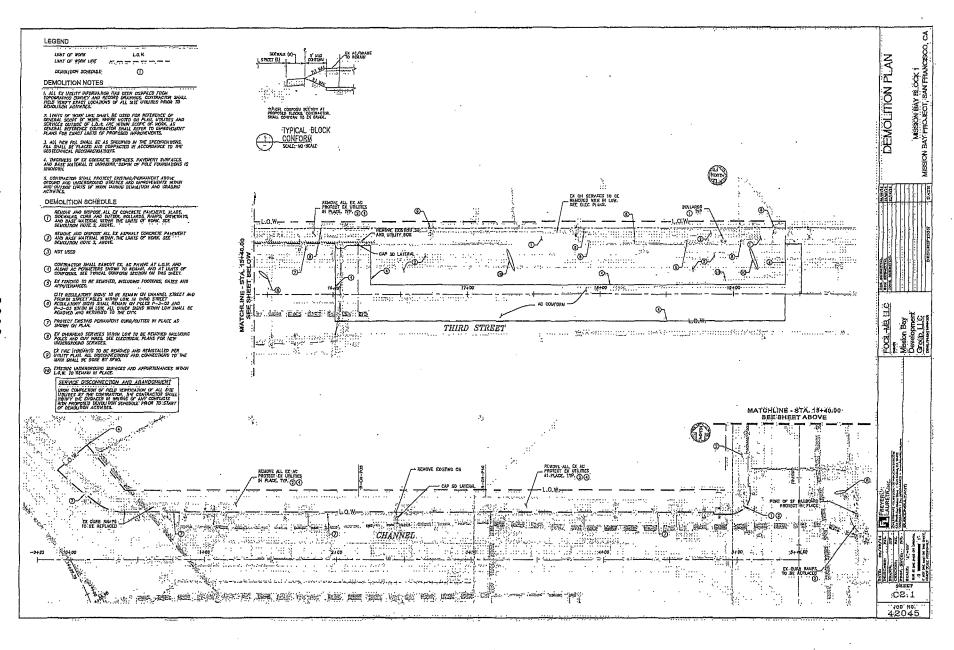
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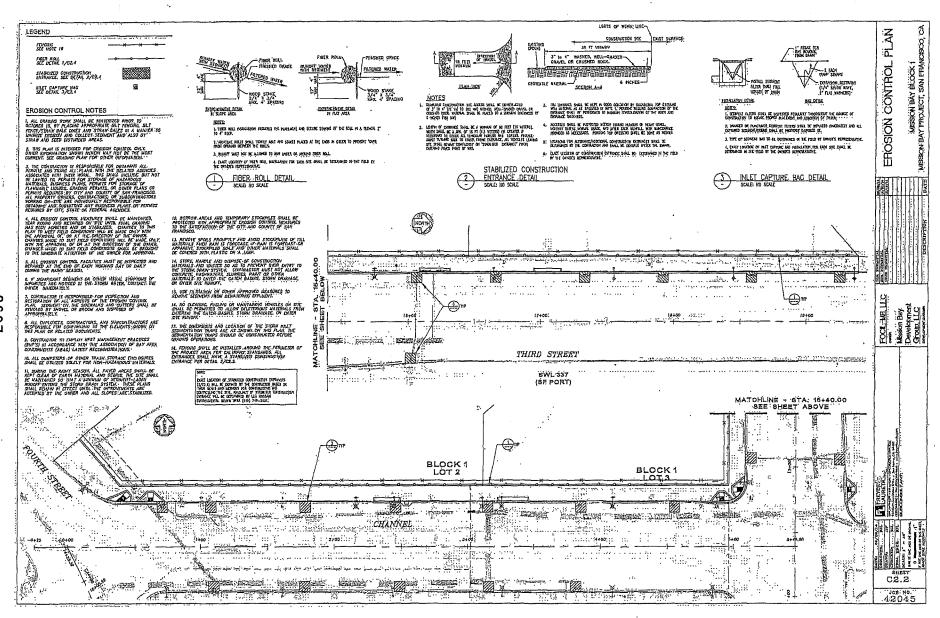
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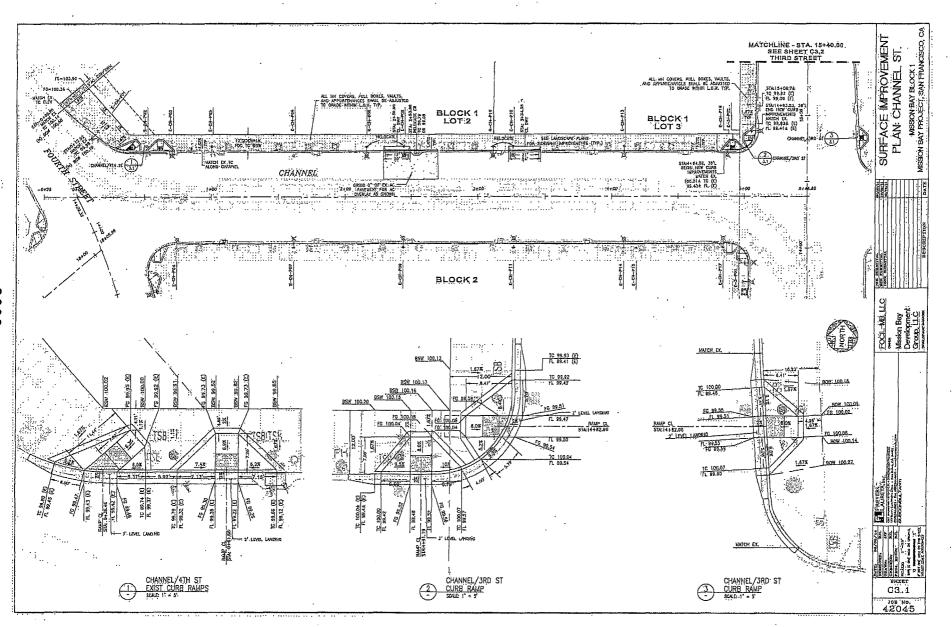
GENERAL NOTES

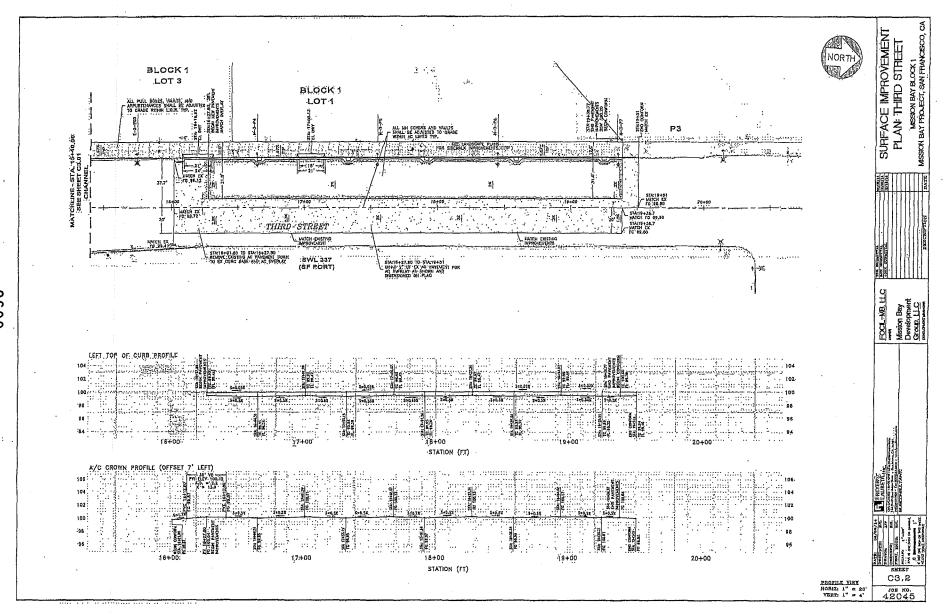


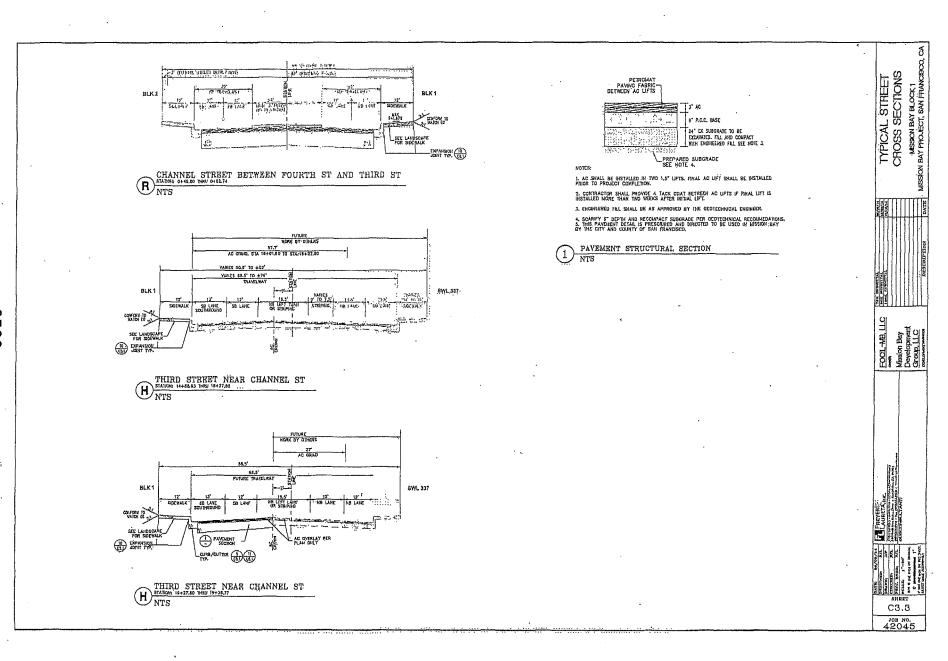
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			· LIMIT OF HORK	4: 39	•	SANITARY SEHER MANHINE	.***:	x ^{158.6}	SPOT ELEVATION	30110	STREETS	:-
		ಚಿತ್ರಗಳ ದೆ ಎಗ್ನ ವೃತ್ತಿ	HONUNEUT LINE-	i	(B)	STORY DRAW! WANDFOLE	1 24	A	THRUST BLOCKS	FILE NO.	DESCRIPTION	
		فسية عاصرا	PROPERTY LINE		(OVERSIZED WALL		юч	FIRE HYDRANT	#7,113 67,163 67,175	AND COTO LINEAR PROTOCOLO.	
			EASPMENT LÍTIC	:		COMBINED SEHER MANHOLE			POST, GUARO POST, OR BOLLARD	87,173 55,017 51,017	SATUAN COURSED LINE & PARIS, STIP. OR CUTTER STATUAN COURS FAIR FAIR AND COLERA, WITE, OTHER SECRETARY LINES OF THE SAME OF	10 A
			STATION LINE	3.45		UNLITY MANHOLE	· .	}	AR RELEASE VALVE	87,181 87,183 87,171 87,173 85,017 85,017 85,018,1 85,018,2 95,018,2 95,018,2	THE REPORT SETTINGS THE CONTROL AND ADDRESS OF THE PROPERTY O	# 3***
w	Harrister		, QAS	15 3		AHODE FOR CATHOOKS PROTESTION		.γ.	BLOW OFF	55,018.3	SHOLE CORD, KAN'T PLANS	
7.	:ii7}\dinii	· LPW- ·	LOW PRESSURE WATER	.::431;	<u> </u>	ÇATGH BASIN		••	GUY AHEHOR		SEWER	
	*:::::	AYYS5	HIGH PRESSURE WATER	* *		STREET CHAT PIXIUME	,,160 m. ng	Enserved	IEUPOHAKY PAYVAT	FILE NO.	DESCRIPTION	
	. wip.	——ясж——	RECLAINED WATER	+:3:	,	COMBINATION POLE	¥::::::	iname.	SIOLWALK / SINCET	87,186 87,178 87,281 87,183	THE ASSEMBLANCE OF THE STATE A SEC SCALE AMOUNTED OF COMMANDE STATE. STADARD CHICATE SAFE HEACH CONSELLE MAINE IN THE AN ASSEMBLANCE IN THE ASSEMBLANCE	100
			JOINT TRENCH	;,*•		bónče kho líné vříkh íbák	\$13.56.3 large a		ÁG PAYFHÓHT GY PGG BASE (PERVANENT STRUGTURAL SEGTION)	ar, tab	SENTONS CONTRETE ANGLET LOS DAE SEATE 13, 10 13, CONCINE FLORAGE MAY LINE SEAT HOGGS, CONCINE MOSINET, 13, 16/14, by STAR	Naga Maria Ma Maria Ma Maria Maria Maria Maria Maria Maria Maria Maria Maria Maria Ma Ma Maria Ma Ma Ma Ma Ma Ma Ma Ma Ma Ma Ma Ma Ma
	4444400		SAHITARY SEHER	·		UMITY BOX		. 200	AC CONFORM		_	R E S
	:::9:	SSFM	SAHITARY FORCE HAIN	4;	⊕ .	UTILITY POLE, WIM PIXE.			CONC SIDENALK	is protect to	STATE OF CHURCHAIL	OI
			COMBRICO SEWER LINE	e.		POWER POLE	1		PAYER SIGCHALK	townou kg kg il	c, ierieweitude (niezt glidde departuen un kaisen detro. etol de grandeni	FOCIL-MB 14 C green Mission Bay Development Group 11 C
	ing light a			*	•	HONUMENT		\101	CONTOUR LINE AND CLEYATION		D WORK (DRAINAGE & MISC)	N 8 6
	· -:+ ·	 50	STORY - UNAN	i <u>:</u> :::	•	TREE		An touse	TOP OF CLUBB ELEVATION	PLAN NO.	PLAN TITLE	Serio Fevel
	•	= = = SDFL == =	STORM DRAIN FORCEMAIN	· ···		ROAD SIGIL TRAFFIE SIGII	": ::	CA O	STRUCTURE, BUILDING OR FACULTY	573 573 5776	BROKET HOSE CHOT BEAT (ULL POR-135)	TELECO
		_ 70 kek _	PERFORATED PYC PIPE	7	'w 🗀 ö	WATER WETER BOX	8mam 21	731	EURANICIENT AND SLOPE			
:	7 4:. TH		GATE YALYE	.t _i :	\$ 000	CLEAN (OUT			DETAIL & SECTION NOTATION .]
			SLOPE WITH FLOW DIRECTION		3 4	PIPE CAF, PLUG		-1/7- (m) (m) (m)				; }
	::	-xx-	CHAIN LINK. FENCE	7°11,		CURB KANP	}	714	BACKTLOW PREVENTOR			; ;
			SILT KEHÇE	Self-berger	<u> </u>	water section						1
				: Mil Va	· 	DRIVENKY, CURB CUT						
					- American	CLIPS & SUTTER	1		:			1 15
			[NERTICAL GURB	1					. 201
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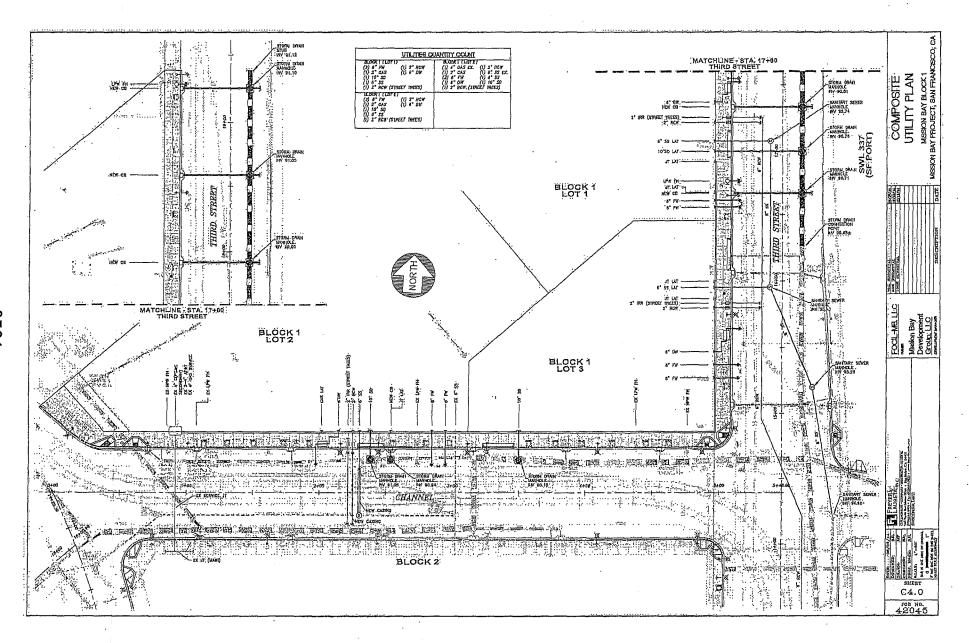


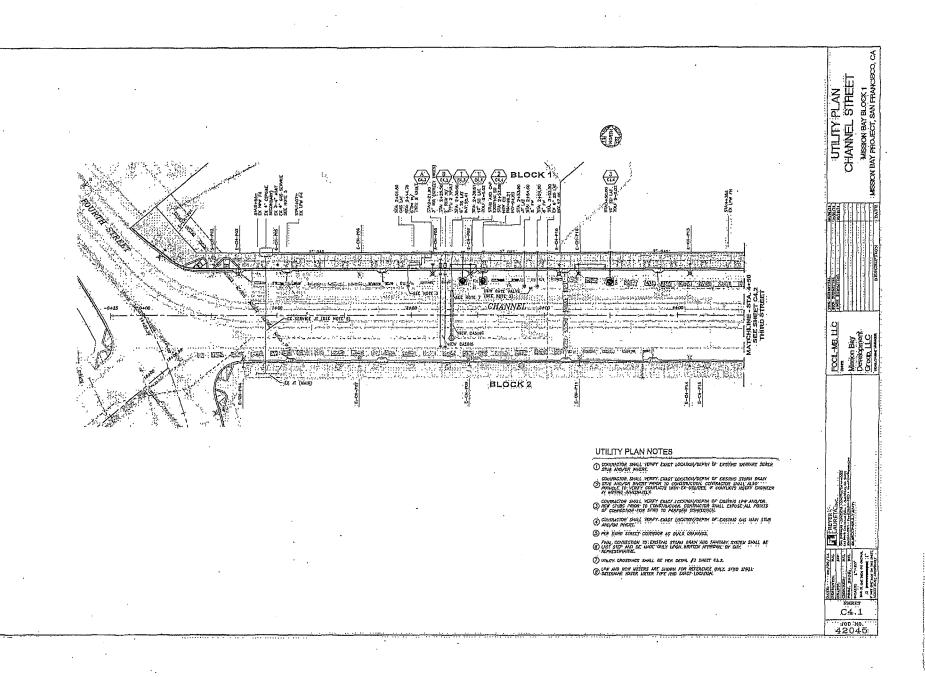


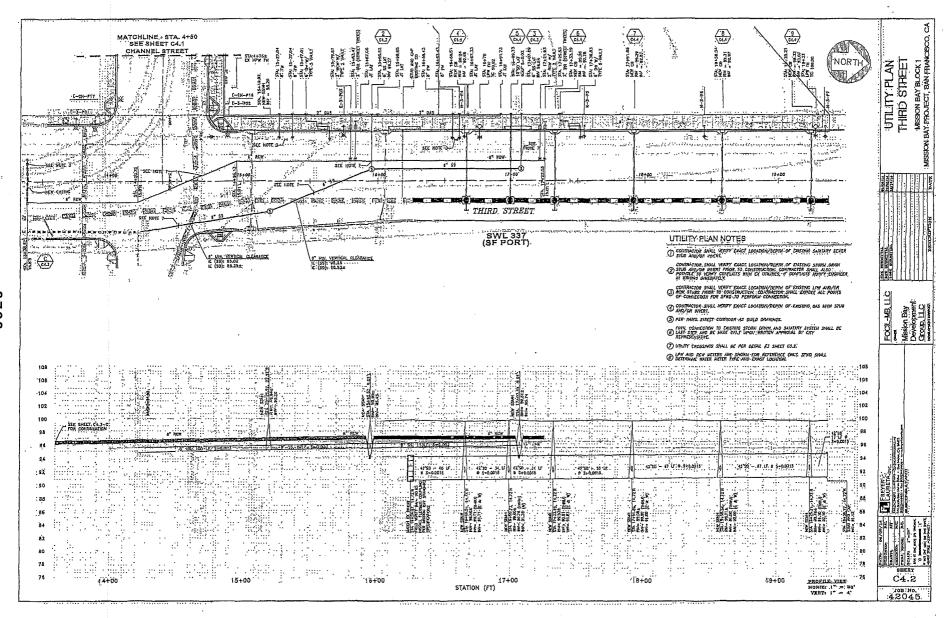


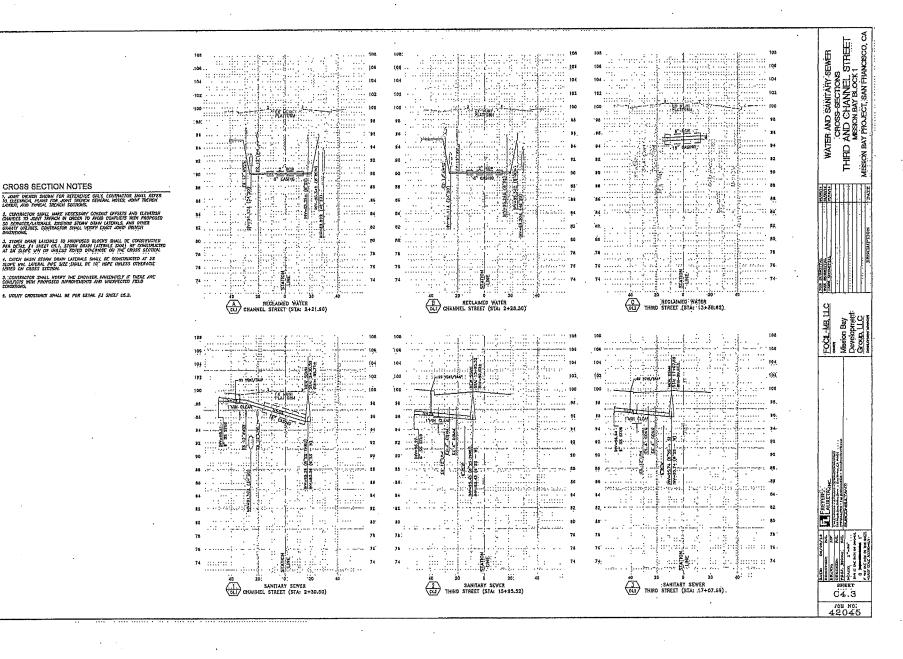


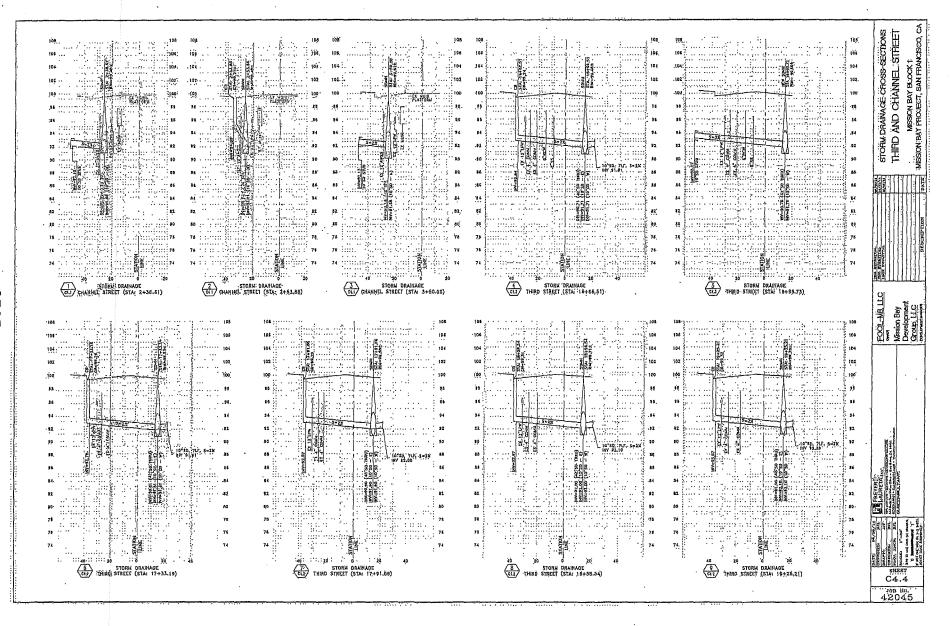


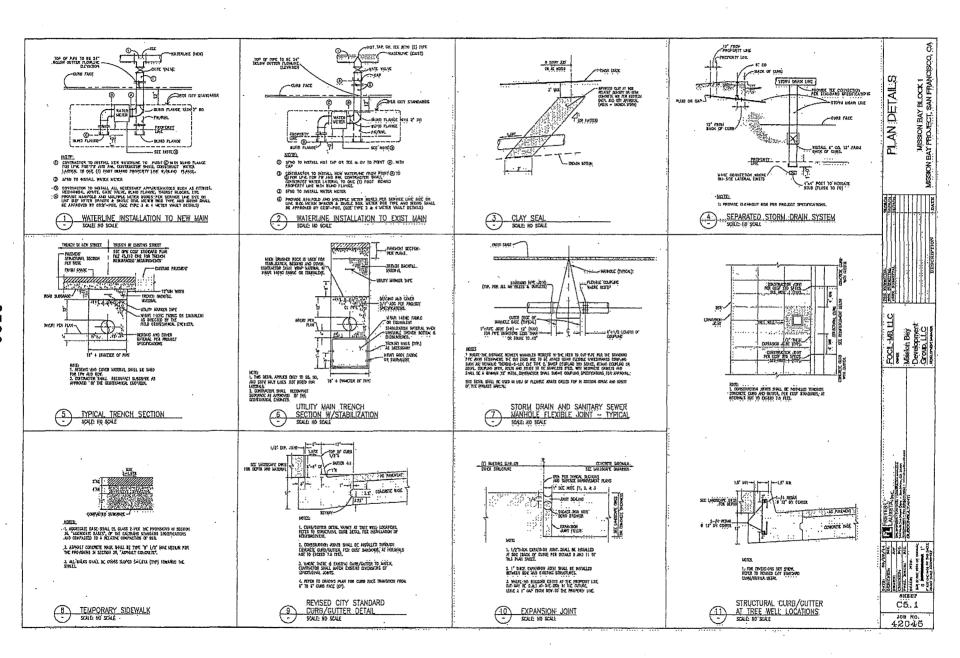


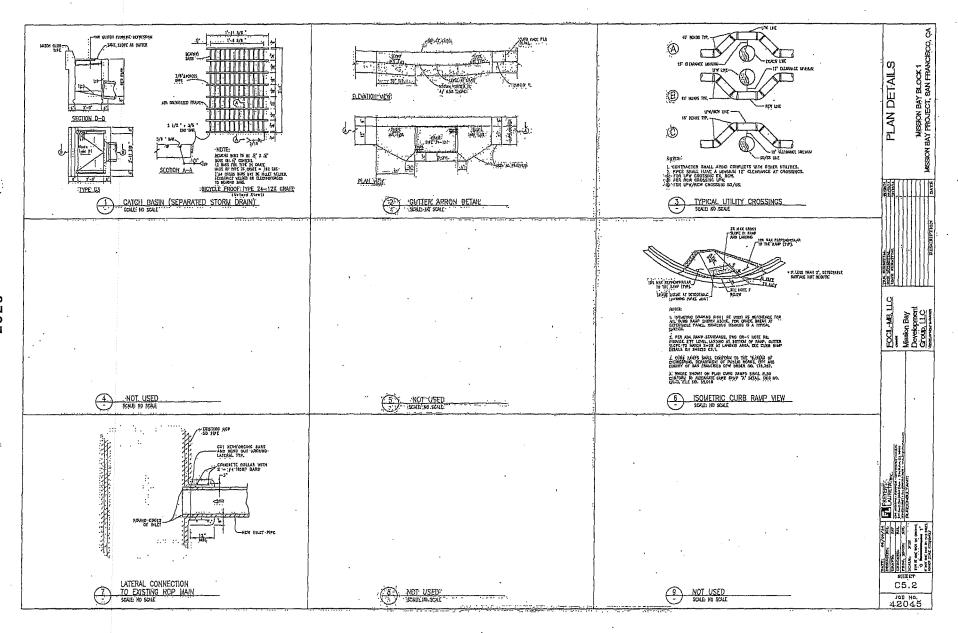


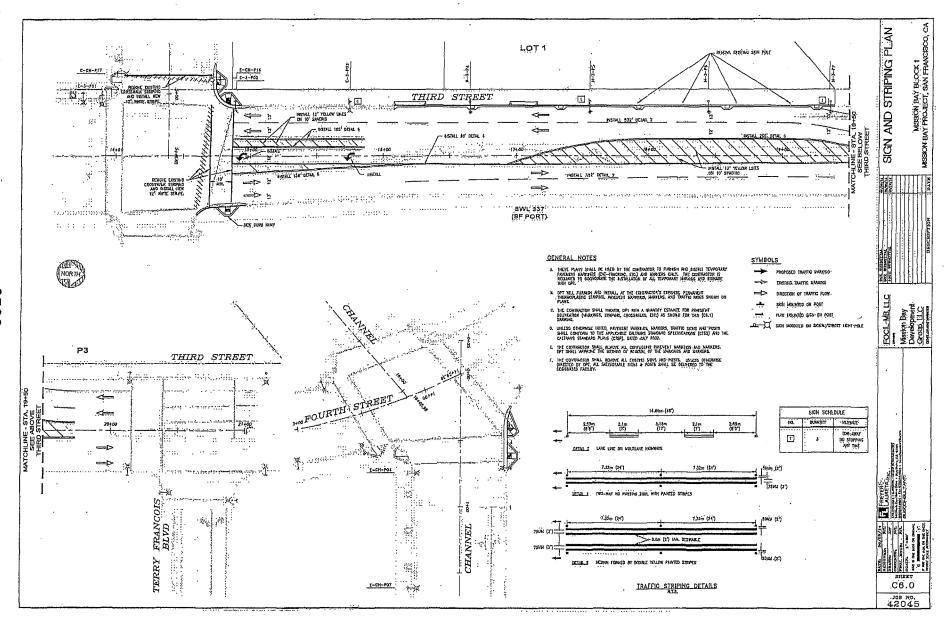












POLE INVENTORY SCHEDULE

POLE I.D.	NOITATE	LUMINAIRE	POLE	POLE HEIGHT	MOUNTED	BLHP.	COMMENTS
E-CH-PI	0+34.84 4	_		-	1)	-	T
C-CI-P2	.04.01,74, R .			-			
E-CH-P3	0 70.67, L	T		_			
E-CH-Pf	01.74.35, R						
E-CH-P5	1+00.5% L	-		-		•	
E-CH-PE	1+61.38, L	-					FEEDER POLE (EDOY DC)
E-01-47	1+61,42 R	T					
E-CH-F8	·2+44.65, L	-					TO BE RELOCATED SEE R-CI-POS
E-CH-P3	2+44.05_R	-	-				
E-CH-10	J+82.98. L			-	-		TO BE RELOCATED SEE R-CH-PIO
E-CH-P11	J+20.65, R	T -	-	-			
F-CH-P13	4+03.30, L	-					
E-04-F14	4+09.21 R		-				
E-CH-PIS	4+14.08 R	-	1	-			
E-CH-P15	4+87.57. L	-					
E+CH-P17	1+81.57, R						
R-CH-PAS	-2+16.20 [-					7,,,,
M-CH-PID	3+11.20 L	1 -			7 - 1		

H-3-PDS 17+54.78, L 12A 30MB 30° - SMALL MATCH EX 3ND 51 Ughts (SHOUSH STI H-3-PDB 18+44.79, L 12A 30MB 30° - SMALL MATCH EX 3ND 51 LIGHTS (SHOUSH STI	E-J-P01	13+82.75 L	1.50	I - 1			
-M-3-P95	E-3-P02	14+88.31, 1	: 150	<u> </u>			
N-J-POS 174.51,78, L L2A JONE 30' - SHULL MATERI X. NO ST LYMIS (SHOUSH STI II-J-PUS 18.44,78, L L2A' JOHE 30' - SHALL MATERI X. NO ST LIGHTS (SHOUSH STI		15+74.77, L	LŽA				
H-J-PUS 1844.79, L 12A JOMS JO - SYMIL MATCH EX. JRD ST LIGHTS (SWOOSH ST	N-3-704	16+64.78, L	L24	JOHA '			SHALL MATCH EX JRU ST LICHTS (SHOOSH STILE)
11-3-PUS 18+41.78, 1 12A 3CAIS 30' - SHALL WATCH EX. 38D ST LIGHTS (SWOOS) ST	NJPQ5	17+54.78, L	L2A	JCMB .	30'	-	SHALL WATCH EX JAD ST LIGHTS (SHOUSH SINE)
	11-3-405	18+44.79, L	124	JOAGS	30,		 SHALL MATCH EX JAD ST LIGHTS (SHODSH STRE)
N-3-PO7 19+34.78, L L2A 30MB 1 30' - SHALL MATCH EX. 340 ST LIGHTS (S110054 ST)	N-3-P07	19+J4.78, L	LZA	JONE .	30'		SHALL MATCH EX JAD ST LIGHTS (SWOOSH STAE)

NOTES

1) STATION OFFSET NOTED IS TO CENTERLINE OF POLE BASE, REFER TO LIGHTING PLANS AND DETAILS AND FOUNDATION PLANS FOR ADDITIONAL INFORMATION.

2) WHERE SHORN ON DENOLITION PLANS (C2.1) FOR POLES TO BE RELOCATED BY OTHERS DURING CONSTRUCTION. COORDINATE OVERHEAD SERVICE TERMINATION W/PG&E, DTS, AND SBC.

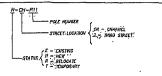
J) WHERE SHOWN ON OC FOUNDATIONS DETAILS, FURNISH SPECIAL BASE OR ADAPTER PLATE FOR THE TYPE OF CALIFAMS POLE SHOWN IN THE OS CHECULE TO FIT OVER THE AMERICA DUCKS OF THE MISSION BAY POLE FOUNDATION.

.) CONTRACTOR SHALL CROSS REFERENCE OCS SHEETS FOR MUNI POLE NUMBER IDENTIFICATION AND FOR FOUNDATION DETAILS,

5) REFERENCE PLANS AND SPECIFICATIONS.

SCE STEUTICATIONS FOR LIGHTING DRAININGS, OCTALS, AND LIGHTING APPURITURE
SCE FORM FYWORDRING DETAILS (SET BALDY)
SEE TRAITING BUFFET (CAD)
PRINT SCHEDURG, MASSINI BAY CREY PEN PHOLECT SPECUTIOATIONS

POLE IDENTIFICATION



POLE TYPE

78145 (8):

L'8" RIDICATES MUNI-PONER FEED

тов но. 42045

POLE INVENTORY

GENERAL NOTES

- ALL STREET LIGHTING PROJECTS ARE SUBJECT TO BE REVIEW ON INSPECTED BY COSE BOW, EASEMENTS ARE SUBJECT TO BE INSPECTED BY COSE JOHN. CONTRACTOR SHALL PAY ALL COSTS FOR PERMITS AND INSPECTIONS.
- THE CONTRACTOR SHALL HAKE ARRANGEMENTS WITH POSE FOR SERVICE POHITS TO STREET LIGHTING KING IRRIGATION SERVICE PEDESTRI. AND SHALL RE RESPONSIBLE FOR ALL COSTA ASSOCIATIO THERMINI WHICH SHALL BE PAID DIRECTLY TO POSE THE CONTRACTOR SHALL VEHICL FOR STREET LIGHT SCHICLE FORM LOCATIONS OF MIN POSE PHORY FOR STREET LIGHT STRUME HIGH CONTRACTOR FOR SERVICE AN SERVICE CONNECTION FULL BOX.
- THE CONTRACTOR SHALL NISTALL STREET JIGHT STANDARD WITH CONCRETE FOUNDATIONS PER CONTRACT OCCUMENTS. SHOP PARMICS/CATALOG CUTS OF ALL MATERIALS, SUCH 'AS POLE, ARM HAID LUMHANGES, CONDUTE, "MERC FUSES, FUSE HOLDERS AND ETC, SHALL BE SUBMITTED FOR COST BOW APPROVAL
- THE CONTRACTOR SHALL NOTIFY COST SOM AT LEAST FIVE DAYS PRIOR TO PULL BOX SETTING, FOUNDATION POUNTED, CONQUIT AND MINING HISTALLATION, ETC. FOR RESPECTION,
- SCYCH DAYS PRIOR TO COMPLETION OF STREET LIBIT WORK, CONTRACTOR SHALL NOTIFY BLIPPAND JOEST BOLL FOR FINLI INSPECTION BEFORE ACCEPTANCE OF NEMLY INSTALLES TREET LIGHTS. THE CONTRACTOR SHALL SUBJIT ASSEDURT DRAWNIGS TIC O'MNER BEFORE PROJECT ACCEPTANCE.
- V. SEE STRUCTURAL DRAWING DETAIL FOR STREET LIGHT POLE CONCRETE FOUNDATIONS.
- 8. NOT USED
- THE WIRING FOR THE STREET LIGHT SHALL GONFORM TO THE REQUIREMENTS OF PLAN 49,092 AND CONTRACT DOCUMENTS.
- 10, CUT OFF LENSES AND DEVICES OF STREET LIGHTHUS SHALL REQUIRE SPECIFIC APPROVAL OF DEATH DY YARIANCE.
- EXCEPT AS NOTED, ALL WIRING METHODS AND EQUIPMENT CONSTRUCTION SHALL CONFORM TO THE NATIONAL ELECTRIC DODE (D.L.C.) AND APPLICAGE SEDTIONS OF THE STANDARD PLAUS AND SECTIONATIONS, BURKAU OF EMBLICABING, DEPARTMENT OF PUBLIC WORKS, CITY, AND COUNTY DE SHA FRANCISCO DATED JULY 1SBG AND ALTIONALIST.
- 12. ALL SPLICES SHALL SE MADE IN ACCORDANCE WITH PLAN 43,665 CHANCE 2.
- 1). URLESS AUTHORIZED DIHERAISE, ALL WHRIND FOR STREET LIGHTS OF 100. 10 AWG
 SHALL BE SCALD COPPER AND 100. B AWG DE LARGE AS HEREATED OIL DRAWHIGS,
 SHALL BE STANDED COPPER, INSULATION OF 800, VOLTA WITH TYPE THE MEMORIAN
- 14. CONDUIT SMALL RE 1 1/2 INCH MOT-DIP GALVANIZED RIGO STEEL ULAN. AS BIOLOGITO IN SECRED 69 OF STANDARD SPECIFICATIONS, RUMEAU OF ENGINEERING, OPPARMENT OF FURILD WORKS, CITY AND COUNTY OF SAM FRANCISCO DATED MOTABLE 2000.
- 15. ALL STEEL COJUDIT: AND OTHER METAL PARTS, INCLUDING BOHOING BUSHING, SHALL BE HOT-DIP GALVAHEZED AND SHALL BE ILLC. APPROVED PARTS +HD SHALL BE COMMUNICATED AND GROUNCED PER RICE, REQUIREMENTS.
- ALL BENDS AND FOR OFFSETS SHALL BE MADE WITH FACTORY SECTIONS USING APPROVED COUNTERS PER N.E.C. REQUIREMENTS.
- 17. ALL EMPTY COMMUNTS SMALL HAVE A ONE-OVANICE HICH POLYPROPYLENT FULL ROPE PROVINCE HISTORIA AND SEALED WITH A DUCT SEAL APPROVED BY COSE BEM, ON BOTH HIBS OF THE COMMUNT.
- 18. THE ENDS OF ALL CONDUITS INSTALLED SHALL BE SEALED WITH A DUCT SEAL APPROVED BY GCSF BCM. COLOURS INSTALLED SHALL BE SEALED WITH A DUCT SEAL
- ALL PULL BOYES SHALL BE PER PLAN 49,083 CHANGE I AND SHALL BE INSTALLED WITHIR THE FEET OF THE BASE OF ALL STREET LIGHT POLES YOURSE SELVING LOWN-POLES YOURSE PEPPERTY SIDE, SEE CAMPAGE PROPERTY SIDE, SEE CAMPAGE PRAYINGS FOR LOCATIONS AND OTHER DETAILS.
- 20. ALL CONDUCT STUB OUTS MUST BE TERMINATED WITH OROUNDING BUSHING AND BOXED TO MEET CITY OF SAM FRANCISCO ELECTRIC CODE.
- 21. ALL PULL BOX COVERS SHALL BE INSCRIBED WITH OWNERSHIP'S NAME, "AT&T", "CONCAST", "PORE", ETO.
- 22. PULL BOXES SHALL NOT: BE PLACED WHERE THEY WILL BE SUBJECT TO VEHICULAR TRAFFIC.

GENERAL NOTES (CONT.)

- 23. ALL STREET LIGHTING PULL BOX COVERS SHALL BE MISCHIED-WITH FRIST-LINE,
 ATREET LIGHTING AND THE SECOND UNE, "120/240 VOLF", LETTERS SHALL BE,
 ADD AND THE STORM WHO, STREETS, LITTERS RECORDED IN GOIGNETE UDS SO
 COVERS SHALL BE UNDER WITH 1/8 HOLD (LINHWIND) DETP INFRINTS, LEGENS ME SITEL
 COVERS SHALL BE UNDER WITH 1/8 HOLD (LINHWIND) DETP INFRINTS, LEGENS ME SITEL
 COVERS SHALL BE UNDER WITH 1/8 HOLD (LINHWIND) DETP INFRINTS, LEGENS ME SITEL
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 COVERS SHALL BE UNDER WITH 1/8 HOLD (LINHWIND) DETP INFRINTS, LICH (LINHWIND) DETP INFRIN
- 24. HISTALL ALL STREET LIGHTHING CONDUITS AND IRRIBATION: SYSTEM POWER CONDUITS IN JOINT TRENCH DR SEPERATE TRENCH AT CONTRACTOR'S OPTION.
- 25. ALL UNDERGROUND CONDUIT CONNECTIONS SHALL BE WATERTIGHT AND ALL UNDERGROUND CABLE SPLICES SHALL BE MADE WATERPROOF.
- 26, VAULT COVERS: ALL YAULTS AND PULLBORES LOCATED WITHIN THE SIDEWALK, AREA (STREET PURNITURE TOHIC AND GLERA ZOME) SHALL HAVE THE VAULT COVER TREATMENT AS SPECIFIED ON THE VAULT COVER TREATMENT AND AS DETACTED IN THE VALSTERS DRAWINGS, WHICEA AVE ARE INCORPORATION, LIBELING SHALL'SE ON, COVER OF THE AVE, SEE LANDSCAPE 'DRAWINGS FOR EXACT LOCATION OF VAULTS AND PULLEDARES.
- 27, ALL LIGHT POLES SHALL BE COUPPED WITH GROUND: STUD WELDED TIO THE INTERIOR SUPPACE OF POLL AT OPPOSITE SIDE OF THE HARMHOLE OPERING. GROUND STUD SHALL BE 1/4 20 X (COUTHINDUST) THEADON 3/4* (NOW ALMS SHALL DE INTERNISTIC WITH A THEY ALS STILL HUT AND STANLESS STELL HUT AND STANLESS STELL SHAKEPROOF WASHER. GROUND ALL LIGHT FOLES WITH 1/9 XWG GROUND WHE.

SYMBOL LEGEND

سيدمج وشحصت	NHOCKGROUND CONDUIT & WIRING - EXISTING, NEW RESPECTIVELY
	COHOUIT STUD OUT WITH COMPOUT MARKER AND CAPPED FOR FUTURE
	EXISTINO 1 1/2"C GRSC. FOR STREET LIGHTING
31	HEW I 1/2°C ORSO. FOR STREET LIGHTING 2/4 AWG U.O.H.
n	EXISTING JOINT TRENCH
15	NEW JOHN TRENCH
. •\$ ¹ . •.• ₹ 1 .—•	SINGLE LUMINAIRE STREET LIGHT ON POLE - EXISTING, NEW RESPECTIVELY
La 176	"LIK" DENOTES FIXTURE, TYPE, "LPK" DENOTES FIXTURE POLE TYPE:
ONERED)	POLE GENTIFICATION, SEE COLE INVENTORY ON DRAWING 7.
iii) - bi	EXISTING UTILITY VAULT OR PULL BOX, SIZE AS SHOWN ON DRAWA'GS
□ · □	HEW LITHLITY VAULE OR PULL HOX, SIZE:AS SHOWN ON DRAWINGS
	DETAIL OR DIAGRAM TAG
Ø	SHEFT NOTE TAG
Ó	EQUIPMENT NOTE TAS

ABBREVIATIONS

^	ANPERE .	OKSC	ONLYAMIZED MICHO SIEEL COMPOSI
AFF	ABOYE FINISHED FLOOR	ЯH	HANDHOLE
DCM	DUNIAN OF CONSTRUCTION WARRAGENEAR	180	HIGH INTENSIVE DISCHARGE
BSCW	BARE STRANGED COPPER WIRE	KWH	KILOWATT HOUR
BLHP	BUREAU OF LIGHT, HEAT, AND POWER	ИН	HANTIOLE
c	CONDUIT	(11)	NEW
CB	CIRCUIT BREAKER	NT5	NOT TO SCALE
cc	COMCAST	P_	PROPERTY LINE
CCSF	CITY & COUNTY OF SAN FRANCISCO	PB	PULLBOX
CQ	CONDUIT ONLY	POLE	PACIFIC GAS & ELECTRIC
ĊÓX	CATELLUS DÉVELOPMENT	FUC.	SAN TRANSISCO PUBLIC UTILITY COMMISSION
cn:	CONTROL LINE	PYC.	POLYVINYL CHLORIDE CONDUIT
ed	COPPER COLUMNITOR(E):	PWSP	SAN FRANCISCO PUBLIC WORK STANDARD PLANS
DPVI	DEPARTMENT OF PUBLIC WORKS	-\$L	STREET LIGHTING .
DTIS	CITY OF SAN FRANCISCO DEPARTMENT; OF	ጥን	TYPIÇAL.
(4).	TELECONAUTICATION AND INFORMATION SYSTEM.	NON	UNLESS OTHERWISE NOTED
(ï).	EXISTING TO REMAIN	V, KY	YOUT, KILDWATT
<i>II</i> ;	FEET	W	TEAM
(a) _: 03b.	-around-	WP	WEATHERFROOF

STREET LIGHTING VOLTAGE DROP CALCULATION *									
POLE NO.	CONDUCTOR SIZE (CU)	DISTANCE	YOL1	AMP	A¥P→FT	מיו	YOX	YOUTABE	
P.1 B.	14	100	2407,14	4.48	1792	1.1	0.5	239	•

.* YOLTAGE DROP CALCULATION IS BASED ON 14 AWG(CU)

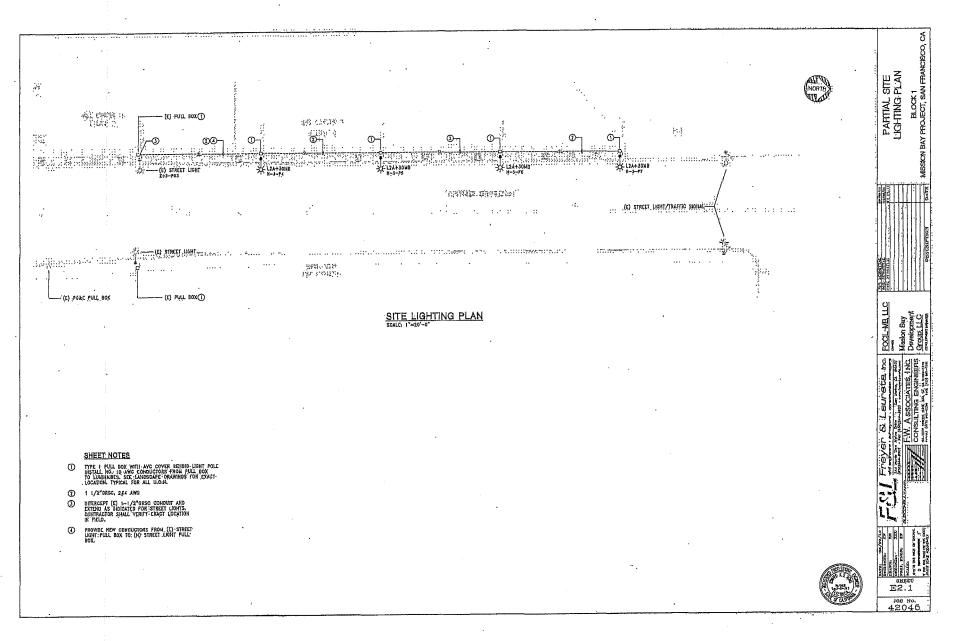
MTH	BOX	POW	ΤR	FACTO	

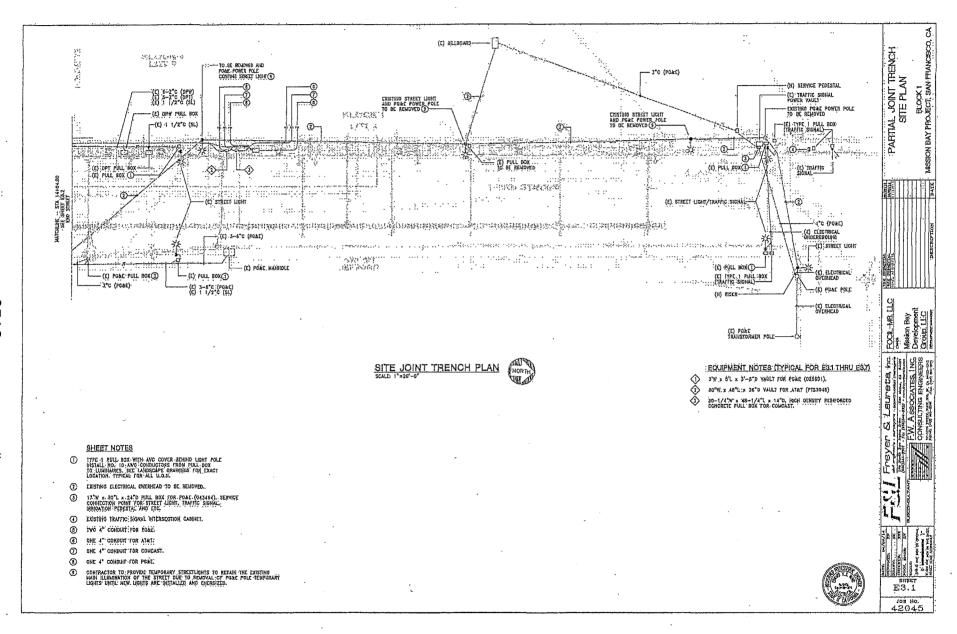
STREET LIGHTING ELECTRICAL LOAD CALCULATION:						
(E) SERVICE HO.	(E) TOTAL LOAD (WATTS)	(H) LOAD (YATTS)	(N) TOTAL LOAD (WATTS)	(N) TOTAL AUP 0 120/2407,1#	(E) SERVICE SIZE	
Τ	2775	1975	3856	16,1	60A/2F	



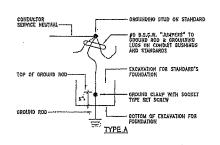
SYMBOL LEGEND, NOTES, ABBREVIATIONS + CALCULATIONS

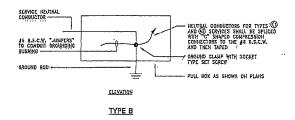






	(5) 1-1°C (POAT) (6) 1-1°C (COURSET) (7) 1-1°C (COURSET) (8) 1-2°C (COURSET) (9) 1-2°C (COURSET) (10) 1-2°C (COURS	PAHIIAL JOINT THENCH SITE PLAN BLOCK 1 BLOCK 1 MSSON BAY FROMOTO CA
	hustanian in	(c) Sitteo.49 (c
(C) solur mestell	(c) Solit Tables (c) The LOUIS TRENCH PLAN	(C) JOHT TRENCH (C) JO
SHEET NOTES 1 Existing Eleginical overhead to 1 Two 4* Conquirts for page, 3 Two 4* Conquirt for alart:	SITE JOINT TRENCH PLAN SOALE: 1°=20°-0°	THE STATE AND LOSS CONCOUNTS. LETTER AND THE STATE OF THE
Фил. 4° соночт бой сонсавт.		The state of the s

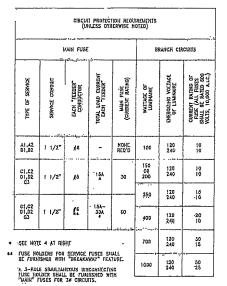




SERVICE GROUNDING NOTES

- THE SCRYICE NEUTRAL CONDUCTOR SHALL BE CONTINUOUS FROM. THE SCRYICE COMMECTION TO THE GROUND STUD. ON THE STANDARD OR GROUND ROD AS SHOWN IN THE TYPES OF SCRYICE GROUNG.
- ALL STANDARDS SHALL HAVE OROUNDING STUDS OR LUDS FOR CONNECTION OF GROUNDING CONDUCTORS.
- THE GROUND ROD SHALL BE A $3/4^{\rm h}_{\rm F} \times 10^{-\rm FT}$, LONG COPPERCIAD STEEL GROUND ROD. THE ORGAND ROD SHALL BE FURILISHED WITH ADDITIONAL APPROVED WHE CONNECTORS WHERE REQUIRED.
- 4. B.S.C.W. DEHOTES BARE STRANDED COPPER WIRE.

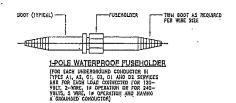
DETAIL SERVICE GROUNDING PER COSF PUBLIC WORK STANDARD PLANS AND SPECIFICATIONS

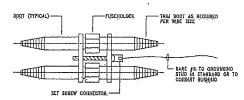


218 CONDUCTOR "TAPS" REQUIRED FOR

GENERAL NOTE

REFER TO, PASP FILE 49,092 FOR PARTICULARS, REGARDING STREET LIGHT SCRVICE CIRCUIT REQUIREMENTS,





2-POLE SIMULTANEOUS DISCONNECTING WATER PROOF FUSEHOLDER

(FOR UNDERGROUND CONCUCTORS IN TYPES 81, 82 AND C3 SERVICES AND FOR TACH LOAD CONNECTED TO THE TYPE (2) UNDROUNDED COMBUTORS ENERGIZED BY A 240-YOLT,

DETAIL PER COSF PUBLIC WORK-STANDARD PLANS AND SPECIFICATIONS

"MAIN", "FEEDER", AND BRANCH FUSEHOLDER NOTES

- PROVIDE PUSEHOLDERS FOR FUSES AS SHOWN IN THE APPLICABLE DETAILS AND IN ACCORDANCE WITH CITY STANDARD PLANS, AND THE SCREENLE AS SHOWN ON THIS PLAN.
- CONNECTING SLEEVES SHALL BE OF THE APPROPRIATE SIZE FOR THE CONDUCTORS SHOWN ON THE PLANS.
- FUSEHOLDERS SHALL BE INSTALLED AS FOLLOYS (UNILESS OTHERWISE HOTED OR SPECIFICID):
 A. "NARIS" AND INDIVIDUALLY SERVED STREET LIGHTS LOCATED LESS TRAY 35-TT. FROM SERVICE; (DOMIDH): NY FULL :ROX NEAREST SERVICE; BOX 1
 - B. BRANCHES AND INDIMIDUALLY SERVED STREET LIGHTS LOCATED MORE THAN 35-ET. FROM SERVICE LOCATIONS IN PULL BOX NEAREST STREET LIGHT STANDARD.
- NAIN FUSES SHALL NOT BE LESS THAN TWO THES LINE CURRENT, NOR LESS THAN TWO TIMES THE LARGEST BRANCH FUSE SIZE.



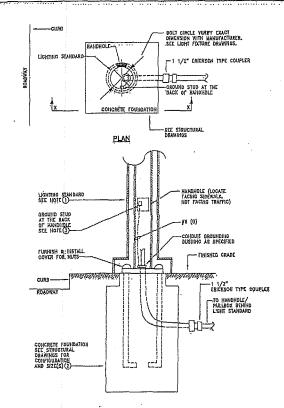


ð

BLOCK 1 BAY PROJECT, SAN FRANCIBCO,

DETAILS

FOCIL-MR LEC



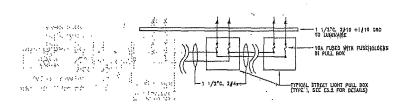
ELEVATION X - X

STREET LIGHT IN SIDEWALK AREA

DETAIL

SHEET NOTES FOR LIGHT POLES

- SEE LANDSCAPE DRAWING FOR LIGHT POLE LOCATION
- SEE STRUCTURAL DRAWINGS FOR FOUNDATION DETAIL. **①**
- CROUND STUD (WELDED TO INTERIOR SURFACE OF SHAFT OPPOSITE DOOR OPENIED), STUD SHALL BE 1/4"X20 (CONTINUOUSLY THREADED) X 3/4" LONG & SHALL BE FURRISHED WITH A TYPE 316 STANILESS STEEL SHARPROOF WASHER.



HIDICATES EXISTING HOICATES NEW

TYPICAL SERVICE, "MAIN", "FEEDER" AND BRANCH CIRCUIT DIAGRAM FOR STREET LIGHTING

NOTE: PROVIDE PULL DOX BEHIND EACH LIGHT-STAHDARD AT PROPERTY SIDE AS SHOWN ON PLANS.

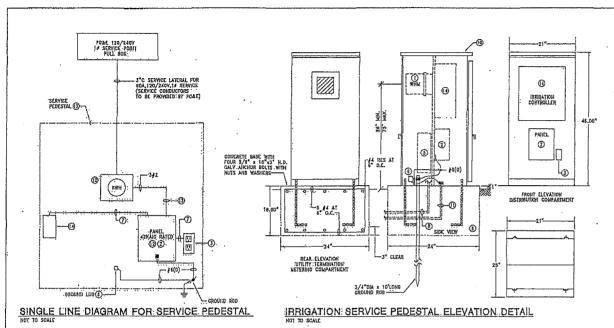
ALL WRINIO SHOULD PASS THROUGH THE PULL BOXES SCTORE EMPERING THE BASES OF THE LIGHT
POLES, PROVIDE & DAKE COPPER ROKING WHET O BOILD ALL CONDUCT ROUNDING SUSPINGS TO
MAINTAIN THE CONTROLLY OF THE GROWNDING SYSTEM. GROWND ALL LIGHT STANDARDS WITH JB
BAKE COPPER ROKULING VIEW.





DETAILS

FOCIL-MB, LLC



PANEL SCHEDULE FOR TYPICAL IRRIGATION SERVICE PEDESTAL PRESENTED CONTRACT PAREL

DETAILS + DIAGRAMS

MISSION BAY PROJECT, SAN

FOCIL-WE LLC

Mission Bay Development Group, L.C.

Laurette, mo

SHEET E5.1

лоп мо. 42045

SERVICE PEDESTAL DETAIL NOTES:

- 120/2404, 14, 3W++; 0. 1004-rated kilowatt hour electrical neter Socket with Jeruination Eugs; to courly with poke's regulation.
- 120/2404, 14, 103A, 3W + LROUND FOWER PAREL ALL CIRCUIT GREAKERS AND PAREL SHALL HAVE 42,000 AMPERE UNHABLE HAVE FORT CIRCUIT RATING, ALL CIRCUIT BEAKERS SHALL HOLDED CASE SOLVED TO TYPE. FASHER DISHING SHALL DO COPPER, PROVIDE PAREL CIRCUIT DIRECTORY, SEE PAREL SHOULDS.
- 120V, 20A, AFCI QUPLEX RECEPTACLE TO PROVIDE AND PREWIRED BY PEDESTAL MANUFACTURES. ③
- SERVICE TERMINATION BOX TO COMPLY WITH PERE AND LOCAL REGULATIONS.
- FACTORY INSTALLED GROUNDING LUG FOR PEDESTAL GROUNDING, PROVIDE PS BASE COPPER GROUND CONDUCTOR TO GROUND PEDESTAL.
- 2#12 AND 1#12 (G); 20A. 120Y POWER.
- .INCOMING SERVICE FROM PORE SERVICE CONNECTION BOX.
- PROVIDE CONCRETE COOTHIG AND ANCHORING TO COMPLY WITH TITLE 24 SEISHIC REQUIREMENTS.
- · TESCO FLOX PEDESTAL 24-200 LB SERIES OR APPROVED EQUAL SUBNIT 7 COPIES OF SHOP DRAWHOS FOR REVIEW.
- "IRRIGATION SYSTEM CIRCUITS, SEE LANUSCAPE DRAWINGS,
- (3) EQUIPMENT TO BE PROVIDED BY SERVICE -PEDESTAL MANUFACTURES.
- 3 PREMARO DY SERVICE PEDESTAL MANUFACTURER,
- IRRIGATION CONTROL PANEL TO BE PROVIDED BY IRRIGATION CONTRACTOR. SEE LANDSCAPE DRAWINGS.

CABINET FABRICATION:

- Maximum: extérnal dimensions1, 21 "Widex46" highx25" deep Minimum openino to control section 20 "Wx30" h.
- CADMET SHALL BE FABRICATED FROM 12 GAUGE HOT DIPPED GALVAINZED STEEL.
- HITESHAL PARTS SHALL 2E FARRICATED FROM 14 GAUGE COLD ROLLED STEEL PROVIDE ALL STRUCTURAL SUPPORT HEMBERS AND HARDWARE TO SECURE WETER SOCKET, PANEL THE BLOCK AND TRRIGATION CONTROLLER TO CONFORM TO TOTALE 24.
- : if cannet small be all welded construction with welding Materials: specifically designed for the waterial uses.
- ALL FASTENERS, LATCHES, AND HARDWARE SHALL BE OF STAINLESS BYEAL AND ALL HINGES SHALL BE CONTINUOUS PLAND STYLE,
- THERE SHALL BE NO EXPOSED NUTS, BOLTS, SCREWS, RIVETS, OR OTHER: FASTEMERS ON THE EXTERIOR.
- REMOVABLE BACKPAN SHALL BE MOUNTED ON 4 WELDED 1/4"-26 THREADED STUDS.
- CADINET DOORS-SHALL HAYE 2,000 LD. STRESS RATED HASP, WELDED TO THE GAMMET AND DOOR ALL DOOR SHALL BE PADLOCKABLE.
- CABINET SHALL HAVE FULLY FRANCO SIDE HINGED OUTER DOORS WITH SWAGGED CLOSE TOLERANCE SIDES FOR ILUSH HIT WITH TOP DRIF LIP.
- FINISH: FIVE STAGES TESCO POLY-PORC COATING WITH MISSIGN BAY DREY-COLOR, SEE SPECIFICATION 09900.
- NEWA AR WEATHERPROOF ENGLOSURE UL LISTED.

DEADFRONT BAFETY DOOR:

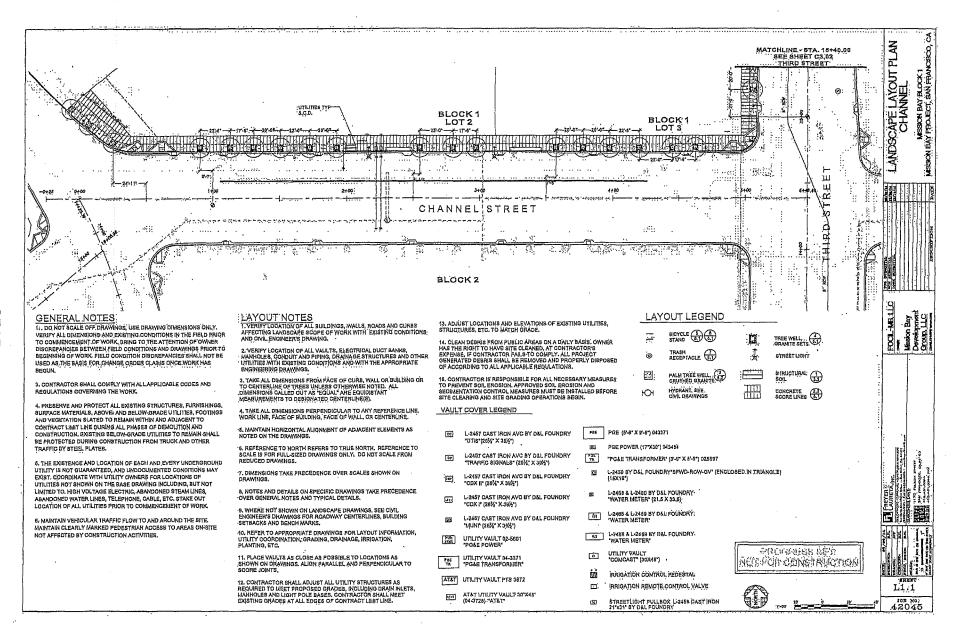
- DISTRIBUTION AND CONTROL PANEL SHALL HAVE A MINGED DEADFRONT PANEL WITH 1/4 TURN LATCH AND KNURLED
- DEADFRONT SHALL OF HINGED ON THE SAME SIDE AS THE FRONT COOR: AND SHALL OPEN A MINIMUM OF 90".

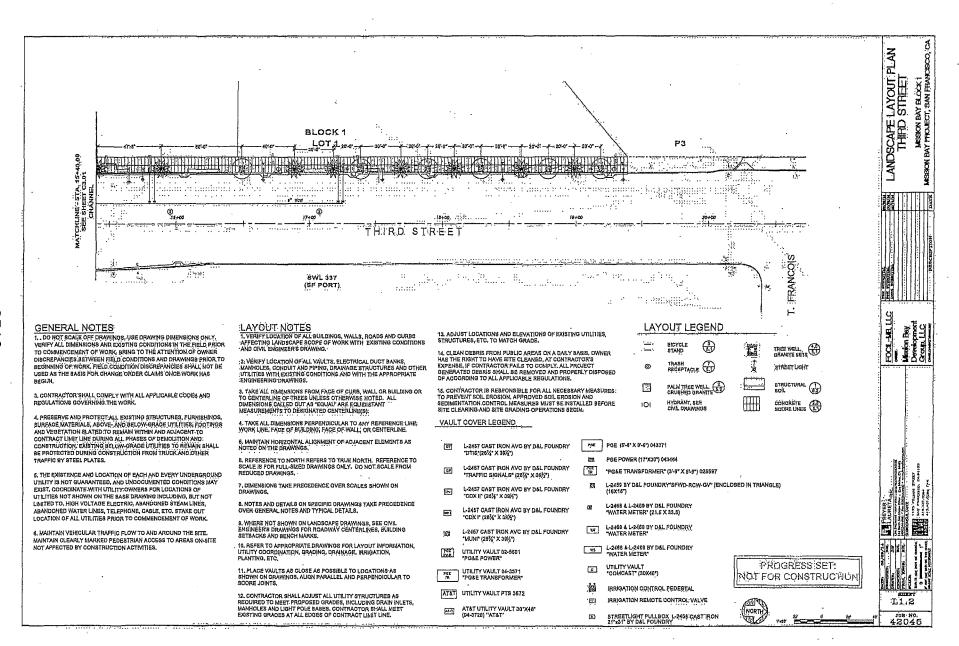
NAMEPLATES AND DRAWINGS;

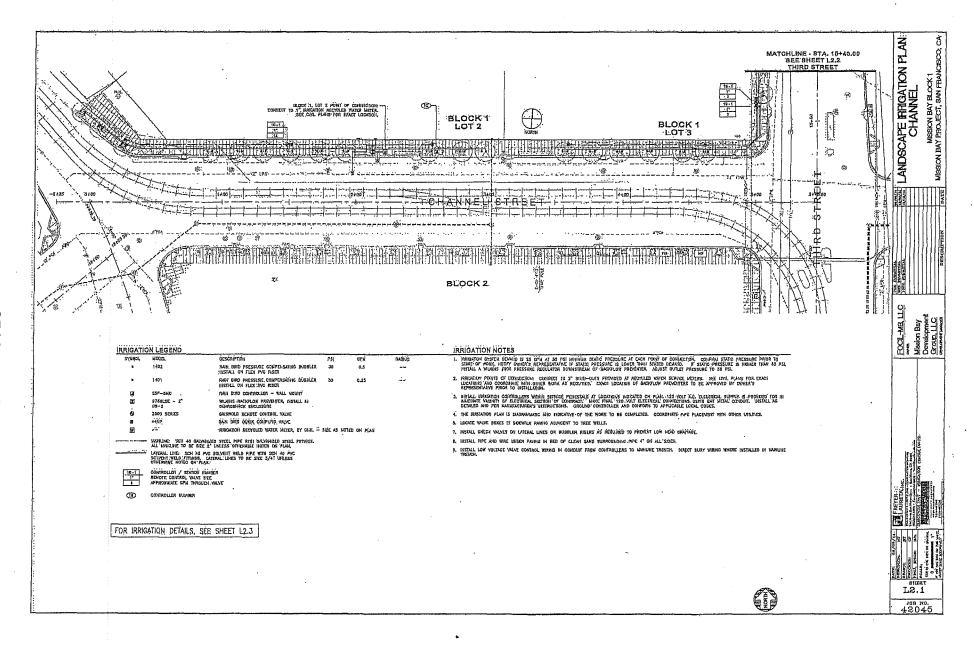
- THE FUNCTION OF ALL CROUNT BREAKERS AND SWITCHES SHALL BE DESTRICTED BY LAMPATES ENGAGED PLASTIC PLAMEPLATES WITH MINUTE OF TWO 74-00 X / 74" LINE MACHINE SCREWS. DECHITY SERVICE PEDESTAL WITH MANEPLATES "MINUTED STRING FLORES" "HISH", "PASS" AND KWH METER"
- WIRNIG SCHEMATICS SHALL BE COMPUTER AIDED DRAFTING AND INCLUDE ALL EXTERNAL EQUIPMENT AID CONNECTIONS PER NEWA JIB.
- AS BUILT FACTORY DRAWINGS SHALL BE ENCLOSED IN GLEAR PLASTIC AND HELD DISIDE THE OUTER OCOR BY WELDED HOOKS.

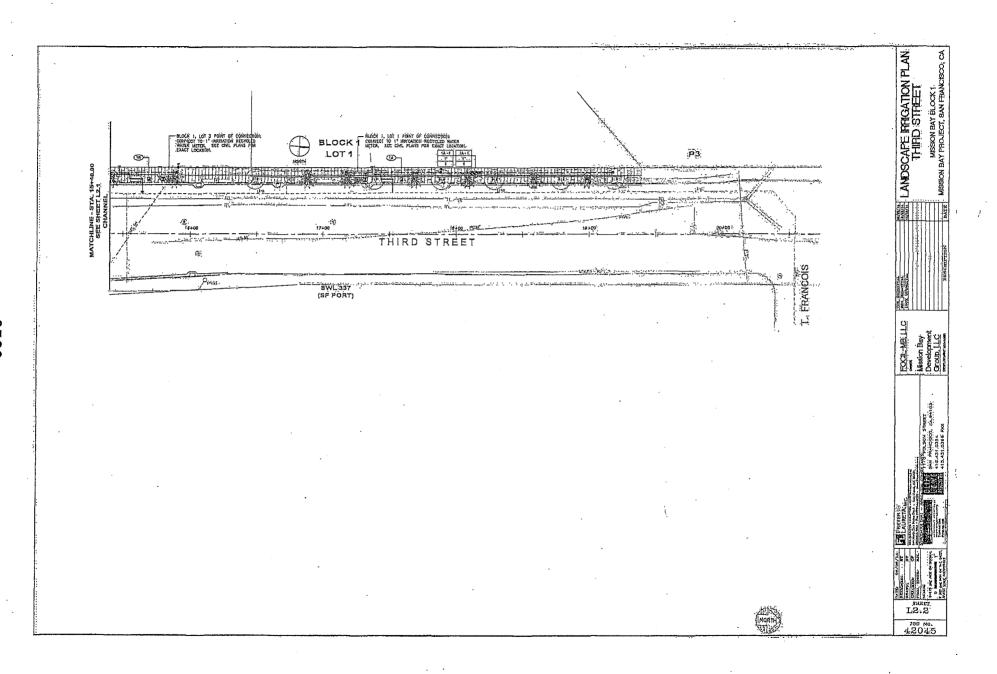
CERTIFICATION:

MANUFACTURERS WILL BE REQUIRED TO FURNISH INDEPENDENT LABORATORY CERTIFICATION OF METAL PREPARATION AND FINISH AND THILL CONFIRM THAT THE OVERALL PRODUCT MEETS THESE SPECIFICATIONS.

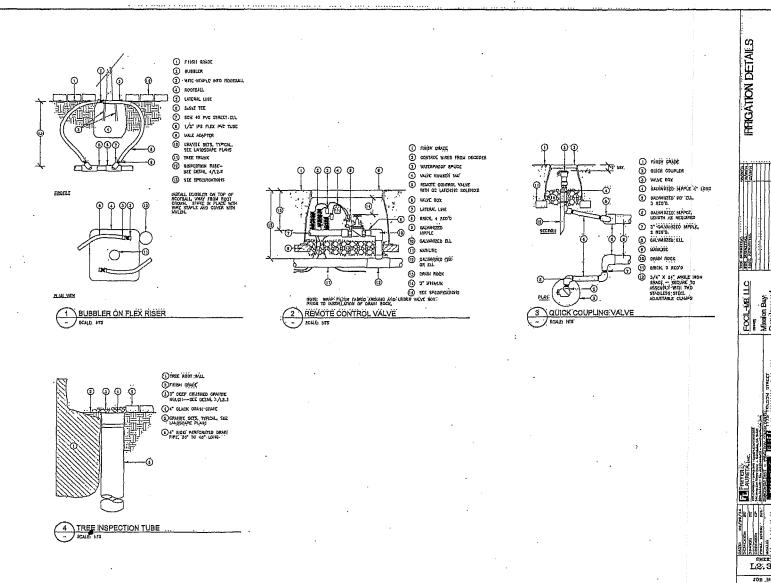








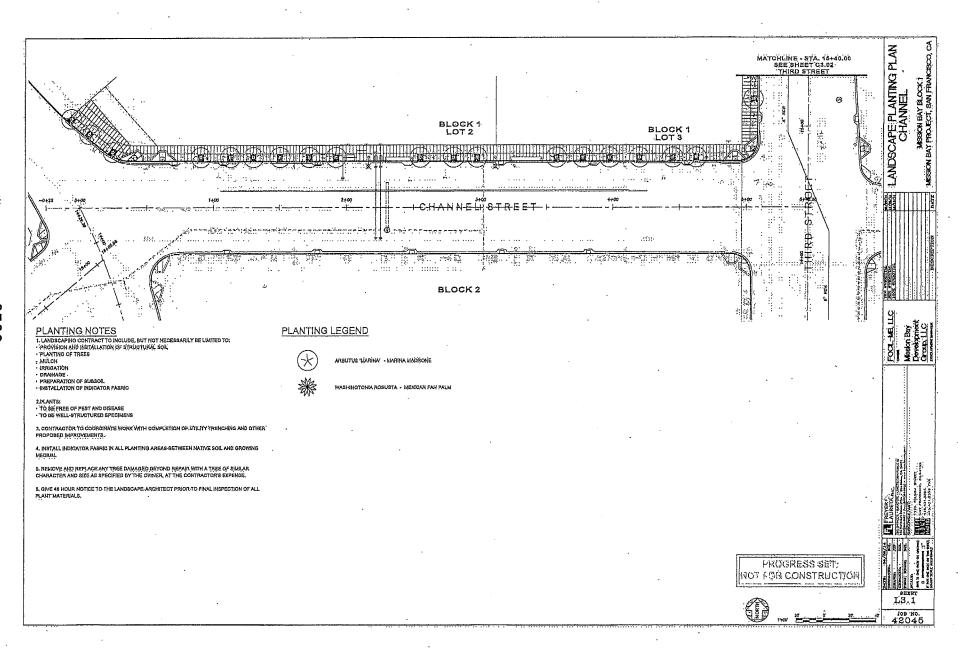


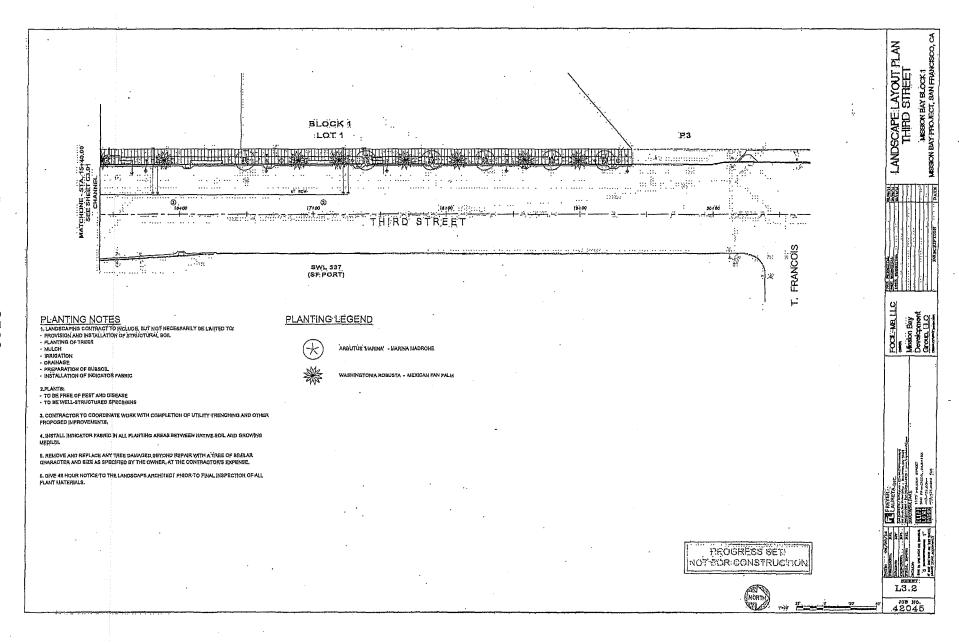


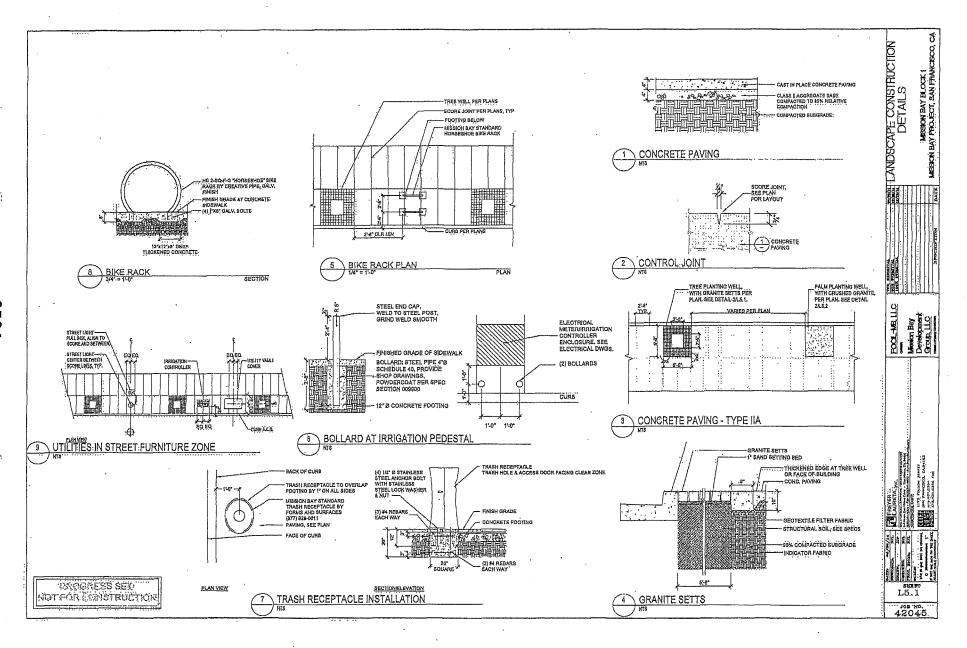
FOCIL-1/18 LLC
men
Mission Bay:
Development
Soup, Lic

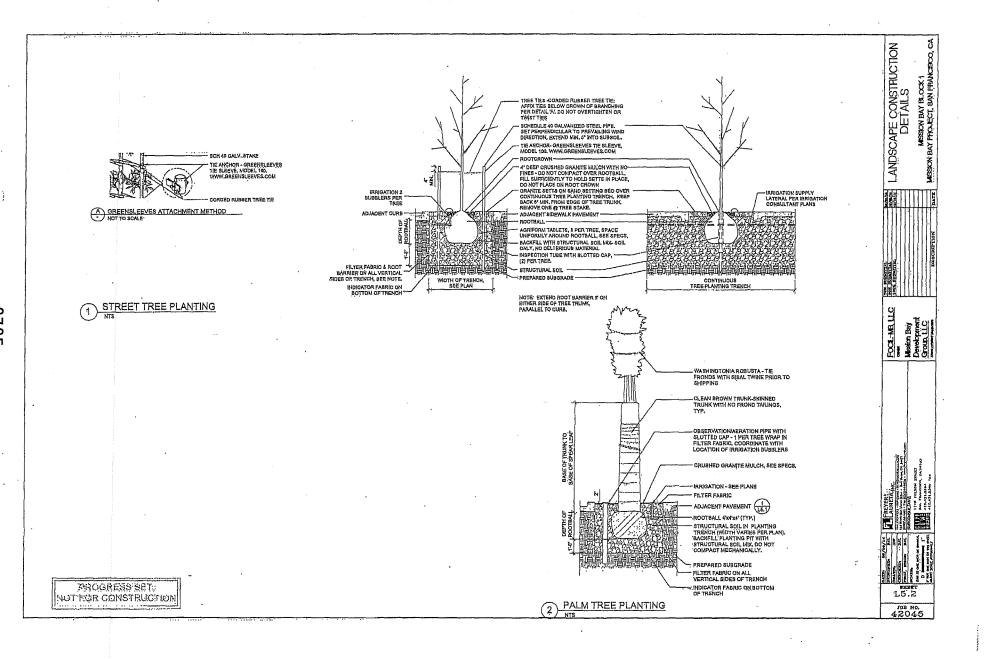
L2.3

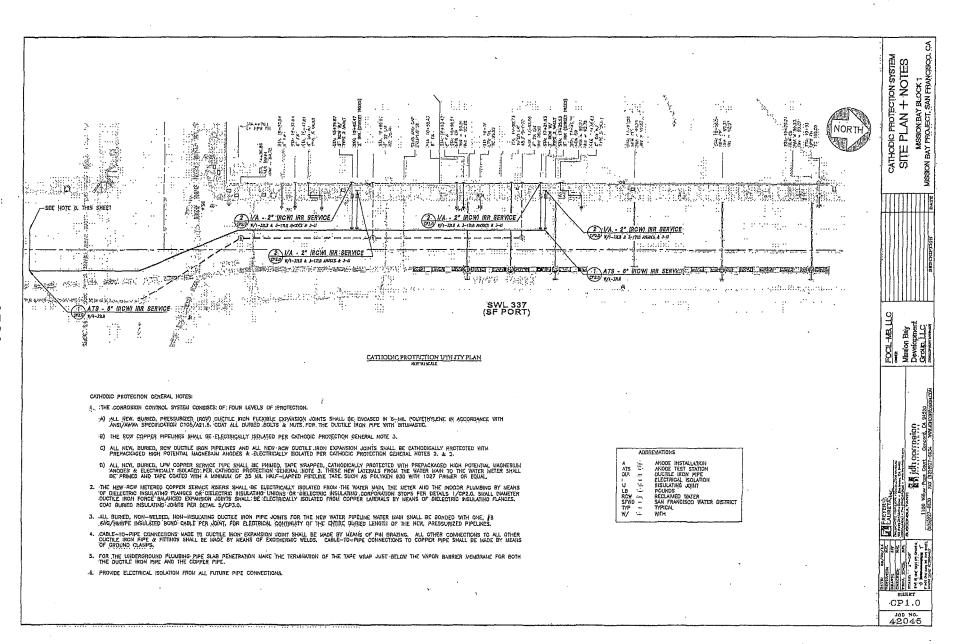
108 No: 42045

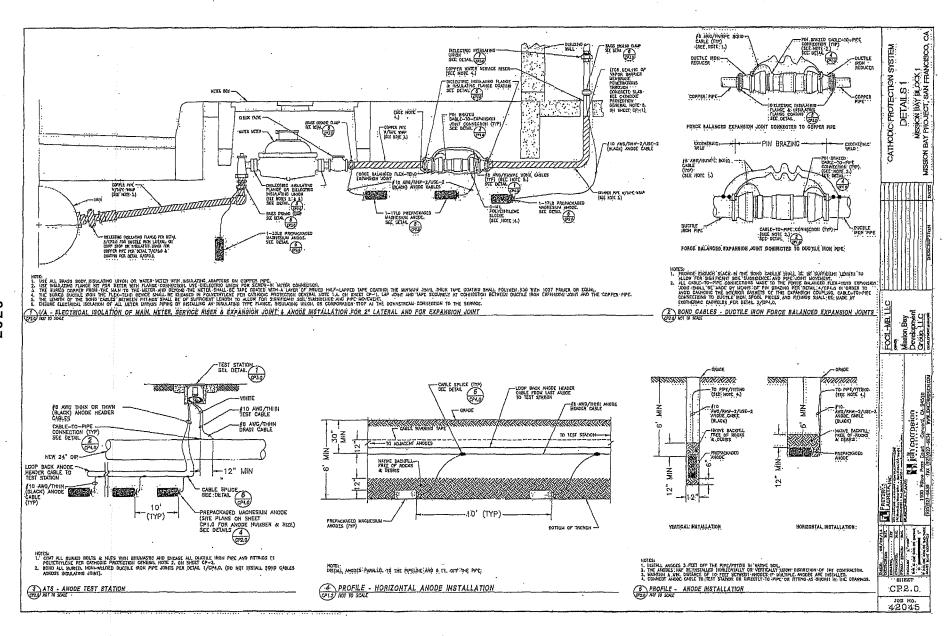


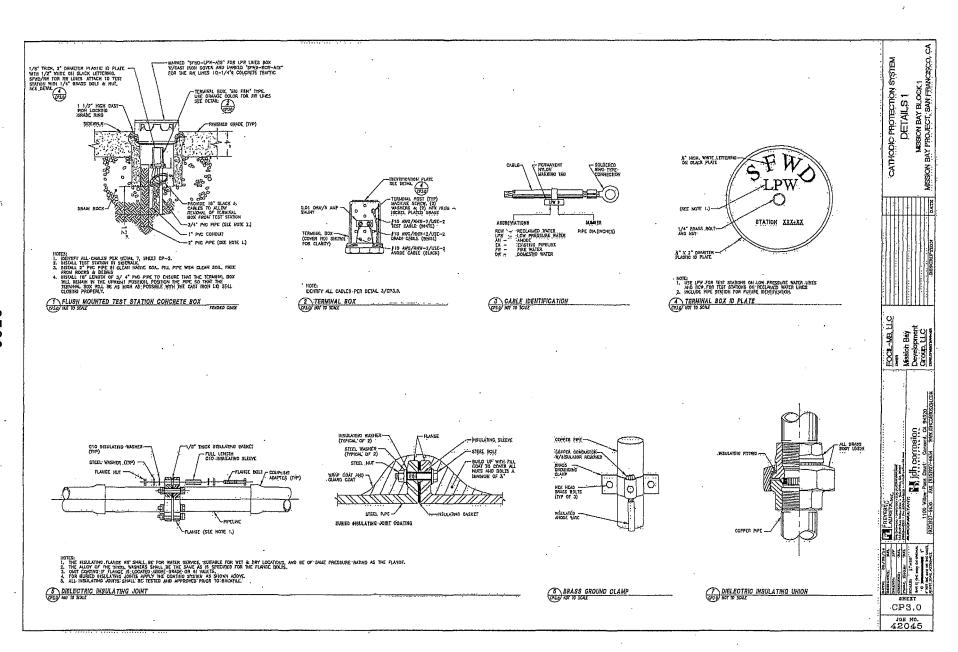


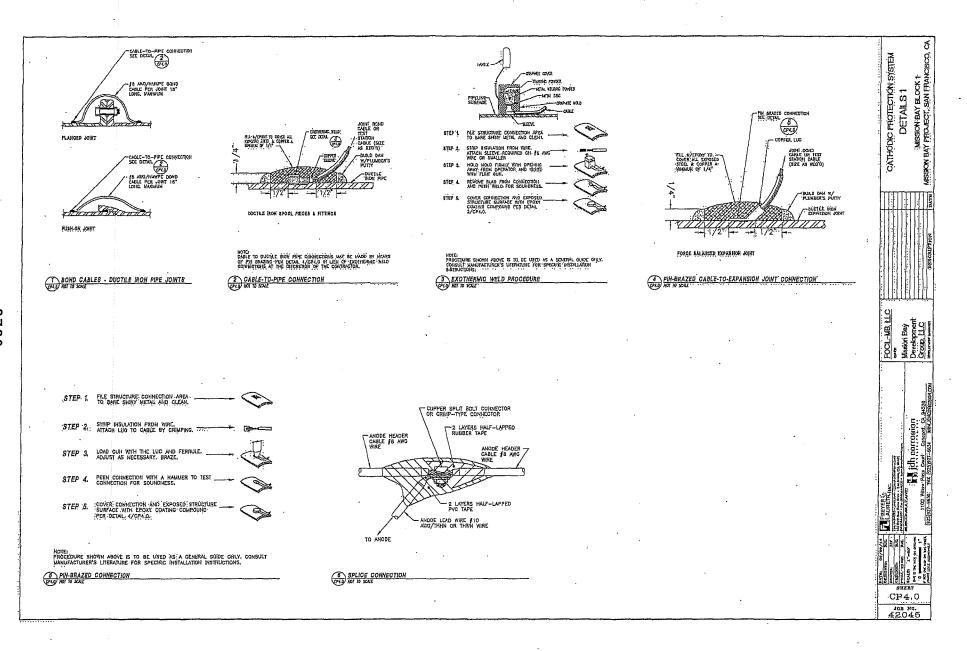


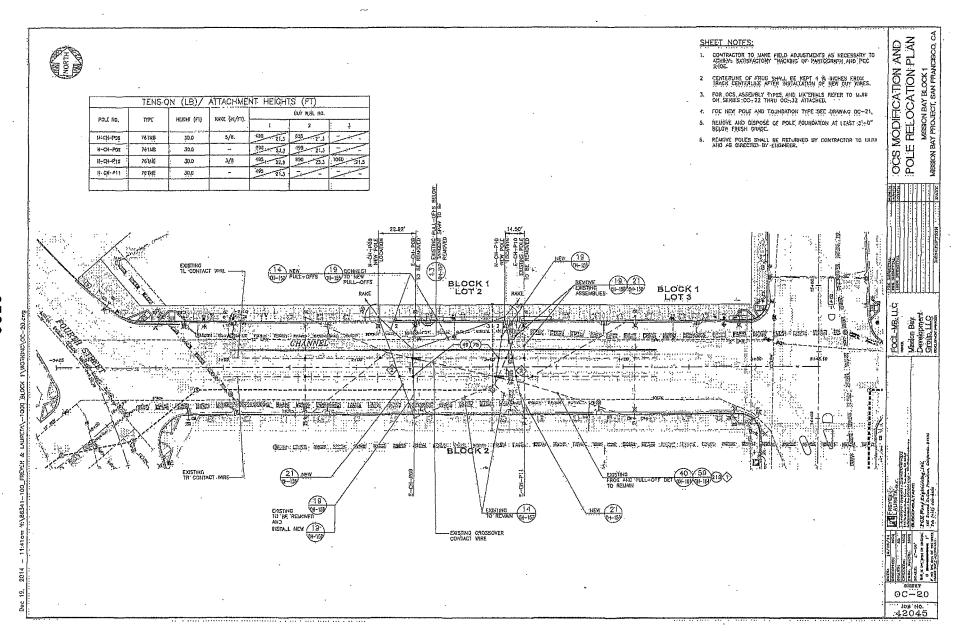


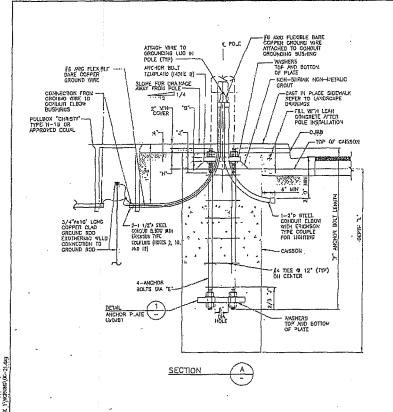


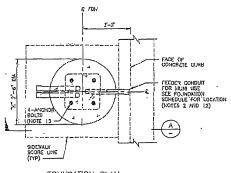




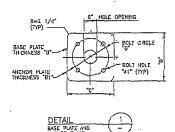








FOUNDATION PLAN
TYPE '0" FOR MUNICHING POLES

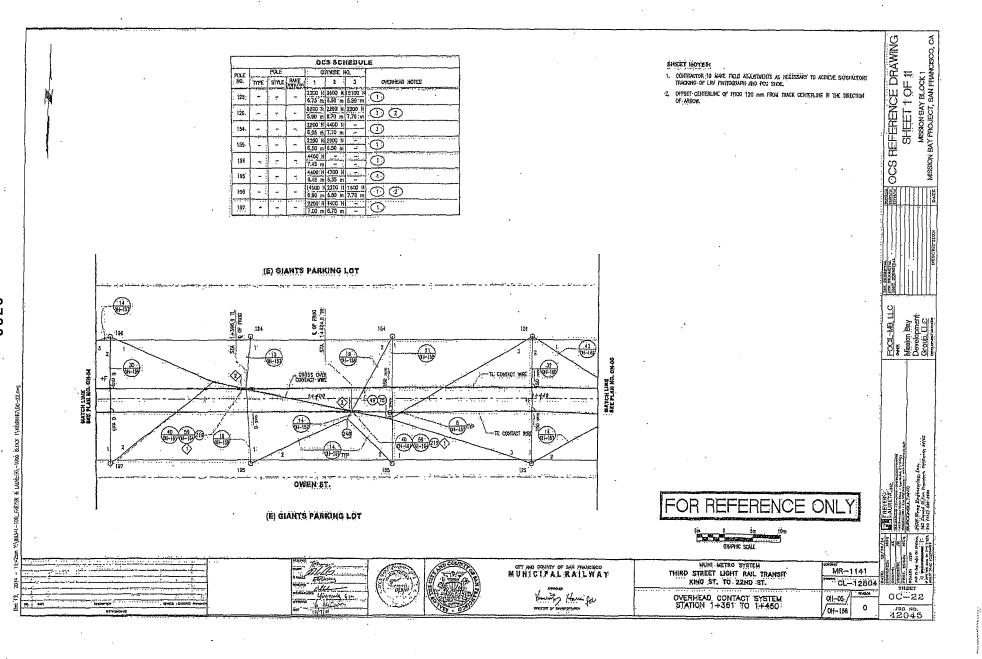


	POLE AND FOUNDATION SCHEDULE - WISSION BAY BLOCK 1 PROJECT																	
PO_C OFSIGN	POL OFSIGHANCH DESIGN OLD									TON TYPE			POLE	PLUS PARTOR				
HISSIGN BAY STALE LOHING A'ID POLE	IZURI POLE E. NO.	volunie	BOTTON (21)	PLATE PLATE THICKNESS	FLATE THICKNESS	LSHGTH (IN) :C	(45) (35) (3	GF BOLT RCLES PL	DIAMETER (IN) E	COICH (H-IX)	BOLT CIRCLE DIA (III) G	PRO-ECTIVI (III)	LCMG131 (IN)		(M) poátejejí	, GERTH (FF: H) L	(140) E 5)	
	H-Сн-₽а	45.8	10	1 1/2	5	17	17	2 1/4	1 1/2	76	15	y.	12	18	30	7-6	_	MUNI JOINT USE - OCS/LIGHTNE
L2A+761353	H-C-110	45.8	10	1 1/2	1	17	17	2:/4	1 1/2	15	15	9	12	В	20	7-6	-	MUH JOHT USE - OCS/LIGHTING
																	<u> </u>	
				_					}		1							

HOTES:

- 1. ICH DIECT-HOICS, SEE DPAN-HO CC-20.
- Z. COORDINATE CONCLUT PLACEMENT WITH PULLEDY LOCATION.
- CONTRACTOR IS RESPONSED TO VEHIL ENABLISH MARGINETS FUNDATIVES INC CONTRACTOR SHALL BE SETSHED TO THE ENABLISH STANDARDS INC CONTRACT SHALL BE RESORTED TO THE ENABLISH MARGINITY.
- 4. NEAFCHOLD CONCHELE SHALL HAVE A CONFRESSIVE STRENGTH OF 4000HR AT 28 DOTS.
- 5, STITL RENTORCHA-SHULL BE ASTU AGIS, SPANE GO.
- E. JACHER DOUTS SINLL BE ASTN ASSISTMENT I OF AUGI GRADE DC. GALVANZED.
- FREMET INC (5) ASTA ASSA DA OR 101 21 MITS AND TOLK (4) ASTA FASS MASTERS FOR DAT, OALWAYED, FOR FOUNDATION THAT DIT, ALL OFFER FOUNDATIONS SHALL MAKE FOUR (1) HOUS AND FOUR (4) WASHING.
- N.STALL ANGAGE DISTIS PLUMB AND WITH STEEL TENTATE OF SZE JUD THERISTICS OF MICHOR PLATE.
- R. SEE TECHNICAL STECTFOATHINS FOR ADDITIONAL FOUNDATION RECURRENCINS.
- III. CHE-2'V STEE COMMIT FLECKS SHALL BE USED FOR LEATHAR, SEE TRUTSIC TO LIGHTED PULLBOX
- THE FOLE POLICE PROPERTY SANDOUS WAS ENJOYEDED AS SEE FOLE AND POLICEM OF
- 15 CONSTRUCTOR PER ST. FIRST SHALL BE INCHES AND AS HOLIGIN OF DE-
- 13 Wicher Botte errit ee okeving eenstrok to the discribi of

POLE FOUNDATION DETAIL SECTION AND SCHEDULE MISSION BAY PROJECT. FOCIL-MB_LLC even Mission Bay Development Group, LLC mounter severe AND THE PREVERTY IN THE PREVER OC-21 42045



MATERIALS LIST I (ITEMS 1 - 100)

DEV	 	T. 188 200 100	1000 00000
阳	DESCRIPTION	MONTACTURES	PART NO.
PP	WIRES, CABLES AND JUMPERS	1.	Trine
1	2/0 TROLLEY MIRE, ORDUYED BROKZE ALLOY BO-		
1 2	4/0 TROLLEY WIRE, GROOVED BRONZE ALLOY 89 -	1	·
3	HOT. USED	 	
7		11-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	
	CUT WHE, 1/4" STEEL STRUND, HIGH STRINGTH GRACE, GULYANZED, ASTM MATS CLASS A		- :
	7, STRAND		
5	OUT MORE 3/8" STEEL STRAND, UTILITY GRACE, GALVANIZED, ASTAL ACTE CLASS A :7 STRAND	* *	
-	W/WINDUN STRENOTH OF 51,000. K	<u> </u>	1
1.5	DEMO END FOR:1/1' STRAND	ACCUSAN THE WORKS	
177	DDAD END FOR:3/8'-STRAND	RUCCUID UK AKCOCT	GDE- 2107.
1:8	STRANDASE 3/10"	1 Woulse	57236-4001
11	STANOVSE, 1/4"	MPulsi	57238-1006
10	CONTROL CABLE, TYPE CT-C. 112 ARG. 7 STRAND, 4 CONDUCTORS, 1000 YOUTS,		37136-1000
110			7
- 1	WITH CUBLE TIE: AT 0.5 in SPACKS (2010	AKIEC:	PANIO1678
	WEATHER RESISTANT POLYETHTLENE DLACK SPIRAL KRAPPING ENTIRE LENOTH	. PAIDUIT	Teor-to.
1.17	FEEDER CABLE: 4/0 COPPER TASSILATED CLASS B STRAIGHIG		
. 12	JUCKCIED SHIELD CHELE	WHA	3246
13	JULIPER NIRC ASSEMBLY	MPULS	56501~6838
"		INPulse .	50590~8453
174	1/0: NEULATED TROULEY WAS JUNPER, LEWYTH AS REQUIRED		
	CARLE, BARE COPPER, 500 KCML	·····	
1.18		[,,,,,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
.18	NOT VSCO	<u> </u>	
.!7	HOT USED	<u> </u>	
	NOT-USED	<u>:</u>	
10	NOT: DRED		
20	HOT: USEO		*************
-	TIPS AND SPUCERS		
21	IF, TIPE BR, FOR 2/O GROOVED WIRE:	APulso .	690472-3031
22	BP, TOPE BR, FOR A/O GROOVED MIRE	. Albulao	690172-3002
	TP, TIPE II, FOR 1/0: ORGONED WIRE	(VPu) a	18831-2000
22	THE TIPE I, POIL 370 GROUPED WARE	Moulte	18210-2000
	UP, TYPE T, FOR 4/0 ORDONED HIRE		
25	TIP, TYPE TC. FOR 2/9 GROOVED WASE	MPulse	17795~2000.
26	TIP, TYPE TO FOR 4/O GROOVED WARE:	. WPulse	17707-2000
27	TIP; TYPE TOU TOR 2/0 DROOMED WIRE	· IUPulse	51050-3001
25	TIP, TYPE TCL: FOR 4/O GROOVED WAE	iliPuse	34950-3002
29	TIP, TYPE TL FOR 1/O GROSVED WILE	SIPUAR	. 22422-2000 .
30	TIP, TYPE TIL. FOR 4/0. GROOVED WIRE	Diriso	23720-3003
31.	SPUCER, HULLIXOS TWI, FOR SPUCING 2/O TO 4/O GROCVED KIRE.	เป็นวิส	P1014-2001
32	SPUCER, BULLDOJ, FOR SPUCHIO-2/O GROCVED HIRE	'liDvise'.	16607-2000 .
33	SPUCER, BUILDOS, TOR SPLICING A/O GROOVED WAL	: [KPulse:	15685-2000.
34	SPUCER FOR UNIVERSAL SPICER BAR	WPvise	18553-2000
35	THP, TIPE SR, FOR 2/0 MARE	WPvlia.	20718
38	TIP, TIPE SR, FCR 4/0 WHE	· . Jupulsa	20719
37	TIP MITH TOHOUE FOR UNIVERSAL SPACER DUR		18-131-2000
		- APular	18430-2000
38	TIP WITH CLEMS FOR LIMINERSAL SPACET BUR	DITUIS!	I PATANA STON
39	KOT USED		
40	KOT USCO		
	GLAMPS AND AWIGERS		
41	CLAMP, SHOLL STRAIN, TYPE T	. IHPulte.	16907-2000
12	CLAMP, DOUBLE STRAIN, TYPE !	:NFutaa	17700-2000
15	CLAIP, STIAN, TYPE TS		19001
44	CLAMP, STRAM C/E	IMPulse	679446:
45	CLAMP, FREDER WIRE STRAIN WITH EYE		19671-2000 :
40 /	CLAMP, FLEDER MIRE STRAIN WITH CLEMS	[MPulsa]	22798-2000
47.	CLUMP, TROLLEY WARE DEAD END, FOR:4/O BARE:	.MPdsa	15964-2000
47.	CLAMP, TROLLEY WIRE DEAD EIG; FOR: 4/O WIRE: CLAMP, TROLLEY, WARE DEAD END; FOR: 2/O WIRE.	IMPulsa IMPulsa	15964-2000 21326-2000
47.	CLUMP, TROLLEY WARE DEAD END, FOR:4/O BARE:	IMPulsa IMPulsa IMPulsa	15964-2000

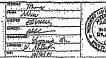
TK!	DESCRIPTION	MANUFACIURES	PART NO.
	CLAVPS AND HANGERS	***************************************	
31	CLUMP, TYPE HSP FEEDER, 14" LOHA	NiPplet	19280-200
52	CLARP, TYPE-L2 HOLLOW-SCRON	IHPulse	. 60021-300
55	CLUP, -OUPLEX: 4/0 .10 .4/0:	[UPulso	16103-200
54	'CLAUP, GUPLEX, 4/Q TO 4/O	IUPolis	16373-300
\$5	CLAMP, DUPLEX	tabulat	13853-303
56	CLAMP, THISULATED LEAD WERE, 2/0 TO 4/0 GROOVED WIRE.	lu>wao	18655-2000
57	CLAUP, UNIMORSAL PEEDER	ik Pulse	18547-250
58	CLAUP, WINERSAL SPACER SUPPORT	NPvlie .	18614
59	CLAND, STRUGHT LIFE DEAD END, TYPE SDE-A FOR: 1/4" STRAYD	YOU CHANCE	CSCF54
60	CLUF, COPPER TEE, 500 KOUNT TO 4/0:	MINARIO	OPX 3426
81	CLUPP, SPECIAL DETRICAT-FEED	MPUIse	54205
62	OLUMP, CABIT	B.Jahoy	PLINES WINE
63	CLUIP BODY:	. WAU	. 86035-100
64	CUMP CUSTING, TYPE HS FECDED WITH, LUD	DIPUIAN	21028
	HAVICER ASSELBLY, COURLE CHRVE TYPE PH	THP-136	54962-300
66	HAHOER BODY, COUBLE CURVE, TIPE N-1	(UPulso	11653-200
67	HUNGER, TIMER SPAN	MPoles	6D) 18~300
8.	HAVIGETI, POSTING OR NEGATIVE PEGO SPAIN, TYPE PH-1	Il Pylee	54999-300
9	HANGER POSINE FEED SPAN TYPE PIN-4	Militare	51937-300
	HAVICER, MEGATINE FLED SPAN, TYPE PHI-E	JAPulio	\$1936-30D
	TAYGER; MISULATED FIED SPAN; TIPL PK-7	MPulse	65011-300
72	PANGER, TIPL EZ	WPulch	677422
3	HANGER, TANGENT SPAN, TYPE KW WITH ADJUSTABLE YOKE.	VIPUISE	66(29-300
	HANGER, TANGENT SPAY, TYPE AGG WITH ADJUSTABLE CLAUP	DIPulso	19360-2000
	HANGER, ADJUSTABLE HEIGHT WITH INSLAUDR	ikPulse	591637
	TROLLEY KIRE BUPPORT: ASSEMBLY	··· IVPulse · · ·	5(962-300)
	HOT USED:	1:	
8	SITEL ARM FOR DOUBLE GURVE JUNGER BOOY	pipylije	15220
	EPE CLEVE CLAUP	DIP Utag	55375~3001
<u>ه</u> ا	TUIVIOL SUPPORT ASSCRIBLY	: IMPyles	60461
37	SWALL CLAUP FOR-CONTACT VIDE	: HPUIse	572 19-3001
2	PIPE CLAUP = CLEVIS END	StPulse	56375-300
0:	NOT NRED:		
	18) USEO:	1	
	NOT USED	1:	
	NOT USED		
7	NOT USED	· · · · · .]	
B	KOT USED:		
	HOT USED		11.2111
	NOT USCD	1	
	INSULATORS		
	ORDO SPCOL HISULATOR: 11/16' STUD	DIPultar	16835-1000
2	DRIDO SPCCL INSULATOR, T/B' STUD:		.1\$30\$-301&
	DAIGO SPCOL MSULATOR, 1-171' STVD	LIPU's a	20560-200D
	nsulator, porcelyn strain, type us	: WEVE	J1504-J060
5 :	HI-LITE STRAIN; MSULATOR; 5/8' CLEVIS & CLEVIS AT REITT MIGLE; 12'	MPU45	\$4081+6121
5	HI-LITE STRUTH INSULLATOR, 5/8" CLEMS & CLEMS IN SURE PLANE, 12"	· IXFulne	\$4085-6121
7.1	HI-LITE STRAIN HISULUTCR; 6/8! CLEVIS A ETE AT RIGHT ANGLE, 12.6:	MFyfri	54981-6128
8	ID-LITE STRANT TISSULATOR; 5/8" CLEVIS & EYE N SAVE-PLANE, 12.8".	· WFulst	55288-C128
9	HI-UTE STRVIN INSUCATOR, 5/8" THE & CIT AT INGHT WIGLE, 120"	· Salugat. 1	56261-6128
o l	HI-LITE STRUM INSULATOR; 6/8" EYE & EYE IN: SAVE PLINE, 12.8"		55263-6128

SHEET NOTES FOR PLAN OH-150 TO OH-152:

- 1. FOT ALL MATERIALS LISTED IN THE MATERIAL LIST ARE TO BE VISED. ALL MORTION, TRUE OTHER THAT THOSE LISTED AT THE WATERIAL LIST MAY BE RECEISED. TO COMPLETE, THE OWNER OF THE TO LANDIN THE OWNER AND OFFICIALS FOR THE SPECIFICD MATERIALS TO BE VISED.

 2. ALL PART HUBBLES HE USED TO COMMENT, ONE CONTRACTOR SMULL VERBY ALL PART HUBBLES WITH THE MANUFACTURER REFORE OFFICIALS.
- 3, ALL FERROUS NETALS, FABRICATED OR MACHINED, SHALL CONFORM TO THE FOCLOWING:
- A DOJIE MJS, WASHERS AND LAD SCRIVIS: ASTM A307. 8. THERADS AVEL 81.4 FAD 81.10. C. STEL STANDOS: ASTM. A75. CLASS 0. 0. MALLEABLE IROX CASTRIOS: ASTM A47. GRADE 35018.
- 4. ALL FERROUS METALS, FABRICATED OR MACHINED, INOLUCINO BOLTS, INVIS, WASHERS, LAO BEGRES, STRAIDS, AND MALERULE IRON CANTINGS SHALL BE GRANAFIZED FOR ASTM. AL23 AND AL45.
- 6, STEEL MPC SHALL BE WANUFACTURED AND CALVANIZED PER ASTIA 153.

FOR REFERENCE ONLY





THE THE COUNTY OF SHE FRANCISCO

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

MR-1141 ~℃L-12940 04-150/

QH-166

SHERT OC-23 0

NEW PREVENCY.

NEW PREVENCY.

THE CONTROL OF TAXABLE PROPERTY.

THE CONTRO

12045

OCS REFERENCE DRAWING SHEET 2 OF 11 MISSION BAY BLOCK 1 MISSION BAY PROJECT, BAN FRANCESCO, CA

900

FOCI --MB, LLC

MATERIALS LIST II (ITEMS 101 - 200)

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먮	DESCRIPTIÓN	MAINLYCLUSEK	LAM. No.
	INSULATORS	25557 117 7 7	J
101	H-LITE STRAIN AISULATOR, 5/8" CLEAS & CLEAS AT RIGHT MIGHE, 36"	UPvisin	54981-6360
102	IN-LITE STRAIN HISULATOR, 5/6" CLENS IN CLEVE IN PLACE PLANCE 38"	MPidas	51985-8360
193	H-LITE STRAM DISULATOR, 5/8 GLEVIS & EYE AT MONT MIGLE, 36	AlPales	-64981-6368:
쭚	H-ITE STRUK IKSULATON, 6/8° CLEME & ETT IN SAIC MAIC, 36°.	RiPJI30	· 55289~6368:
105	H-LITE STITUM HISULATOR, 5/8" EYE & EYE AT RIGHT ANGLE, 36"	#Poles	56251
쁎	N-INE STRUM INSULATOR, 6/8" EYE & EYE IN SAME PLANE, 36"	···MPulso	65263
쑮-	H-LITE STRUM MEGULATOR, 15/8' CLUMS & CLUMS IN SAME PLANE, 21.25"	!MPulas	51990-6255
	HI-LITE STRUM INSULATOR, 7/B" CLEMS & CLEMS IN SAME PLANE, 12"	IMPulas	
104	HI-LITE STRAN INSULATOR, 7/B. CLEVIS & CILLYS W SALE PLANE, 12		54975-6120
101	HI-LITE STRAIL INSULATOR, 1/8" CLEMS & EVE AT KICHT NACLE: 12"	IMPulsa IMPulsa	60360-8127
110	HI-LITE STRAIN INSULATOR, 7/8" ADJUSTABLE C'E		51980-8385
111.	. HI-LITE STRAIN: INSULATOR, 5/8" ETC & IDT II SANC PLANT, 15"	JUPUEG	. 85620-8150
112	ND-DD. SECTION, INSULATOR.	IMPybe	35025-3001
113	NO-BO SCOTXN HISULATOR KITH PERLUHENT MAGNETIC AND BLOKOUT UNIT	IUPvise	\$5030-3001
11(- BECTICAL INICHATOR: WITH GLIDE" HOH-CONKUTATING	··· IKPylee	51674-3003
116	SECTION INSULATOR: WITH GLIDE, COMMUTATING) Pelan	51674-3004
118	SECTION INSULATOR WITH CLIDE, COMMUTATING, WITH YOKE ASSEMBLY	AlPulsa	64674-3005
1/7	- SECTION INSULATOR - WITH - GLIDE, - HON-COUNTAINED, WITH YOKE ASSEMBLY	AtPulsa	54874~3006
114:	: Section insulator "http: "Glore; counatabilia, "http: Yoke Asserbly and Perhanient Varneto: Arg Blorout unit	MPulan	\$0376-3001
110	PERMALENT MAGNETIC ARC BLOWOUT UNIT	"BLPqisa"	\$7201-3001
	HISULATOR YOKE, TYPE'S	Q.₽uis e	22335
	TRANSLIE STRUT FOR 2'4 SCH 40 PIPE	Ik Pulsa	56603-3001
22	: PYFE-CH DISULATED ANAUSTABLE SPACERS	IIdPulia .	54982-3001
23	PISOLATED PURPER	DiPuli	35033~3001
24	TRANSLITE ROD, 7/6" LENGTH TO SUIT	lliPolse	65070
25	: HO-BO: YOKE AND SUSPENSION ASSENTED	tliPulse	55025-3005:
	SIDDLE-2' HISULATED HORIZOHTAL STITCH	DiPulse	57183-3001
26		MPulpe	56282-6132
22,	HI-LITE STRUM MUSULATOR, 7/8" EYE & CYE HI SAIL FLAIC, 13"		
26	SECTICAL NESULATOR WITH GLIVE, COMMUTATING, WITH PERMANENT IMADIFTIC AND BLOWOUT WITH -NOT USED	MPulie	60376-3002
10	HOT USED		
	CURYE SECHENTS		
131	· PLEXIPLE CURIVE SEGMENT, 3'-5"	. WPulse	58885-3008
32	LEDBIE COME SECRET S. R.	APUE	58586-3002:
133	FLEXULE CURVE, SECREDIT, 8-10.	· NEPulse · ·	58686-3003
134	FLEXOLE CURAC: SEGMENT, 10-15	MPuba .	58888~3004
35	1/2 CURVE SCOVENT, ADJUSTABLE, 5'-12, TYPE C-2 HITHOUT TIPS	- IMPulse	22301
37	: 1/2 CURVE SEGNENT, ACJUSTABLE, 13"+27", TYPE C-2 NITHOUT TIPS	WPvlie	22302
37	CURVE SECULENT, ADJUSTABLE G-LZ, TIPE D-2-MITHOUT TPS	DiPoles	· 22301-3017:
38	CURVE SEGNEIN; ADJUSTABLE 13-27, TYPE C-2 WITHOUT TIPS	WPulse ····	22302-3007
32	COURSE SECRENT, ADMUSTABLE 28-47, TYPE C-2: INTHOUT TIPS	biPulce	22303-3008
10	HOT USED		
141	- NOT USED	أسعدمه مندشة مسحمت	
42	NOT USED	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	***********
	HOT USED		
			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	NOT USED		
	NOT USED		
	-NOT NZED		
	HOT USED	.,,,	
45	TROT. USED	,	أسروبي ويستجوبه
48	TOT USED		
50	- NOT USED		

100	DESCRIPTION	MAINTACHAICH	PART NO.
- 	OROSSOVERS .	T	
151	NOT USED:	·	
:152	PAGED 27 DEEP RUNNER CROSSOVER ASSENDELY, TYPE JXR WITH GLIDE	3.47ultè.	. 59290-3001
153	RIGID 30' DIEP RUNNER CICESCOVER ASSEMBLY, TYPE I'M WITH GLIDE	IMPulas.	80401-3001
-184	RIGID 33'- DEEP RUINER CROSSONIR ASSEMBLY, TYPE IXR WITH GLICE	:IVPulsa	675885
155	RIGID AUT DEEP RUNNER CROSSONER ASSELVELY, TYPE IXA WITH GLUCE	lupusa	575883
166	RIGID AS DEEP HUINER CROSSOVER ASSEMBLY, TYPE IXE WITH GLICE	-IUPviza	E75884
167	PHOND 50". DEEP TILINHER CHOSSOMER ASSEMBLY, TYPE: IXR WITH GUCE.	- (VIPVISE	60351~3001
156	THISTO 55" OFEP PRAINER CROSSONER ASSEMBLY, TYPE IXR NITH GLIDE	: NPulsa	675882
159	NOT USED	-	***************************************
160	NOT USED:		.,,
. 161	: NOT USED		
162	- NOT USED		
161	NOT USED	1	
1184	"WISULATED TROOD 15" DEEP RUNNER GROSSOVER ASSEMBLY, TYPE 2XR WITH GUDE	:://Pulse	1.90201-3001
165	: INSULATED 'RIGIO: 23' DEEP' RUNKER CROSSONER ASSEMBLY, TYPE 'ZXR YNTH GUDT	'APV'se	603043001
166	MISULATED RICH 17 OCEP RINGER CROSSOVER ASSCUBLY, THE ZXR WITH CLIDE	[LIPulsa	60355-300)
167	DISTRICT RIGID 35" DEEP RUBBER CHOSSOVER ASSEMBLY, TIPE 2KR WITH GLIDE	SIPulat	- E0356-30D)
158	INSULATED RIGHT OF DEEP HAIVIER CROSSONER LASSENBLY, TYPE TAR WITH GUGE	WPvise.	60357~3001
170	HISUKATED RIGHT 15" DEEP PUNTER CROSSONER ASSEMBLY, TYPE ZXR WITH GLIDE	l biPulse	60351-3001 675878
177	MSCLATED AIGHD:60" DEEP RUNNER CROSSOVER ASSELBLY, TYPE 2XA WITH GLIDE INSCLADED AIGHD:63" DEEP RUNNER CROSSOVER ASSELBLY; TYPE 2XA WITH GLIDE	MPulse WPulse	90323-3001.
172	WISCATED RISID BY DEEP RUINER CROSSINER ASSEMBLY, THE 22H WITH OLDE	MPulte	873879
175	INSULATED RIDID TO DEEP HUMBER CROSSIVER ASSCUREY, TYPE 2XR WITH DUDE	IUPulse :	87688D
174	HISLAARD RIDG TO DEEP RURNER CROSSOVER ASSCRIBLY, THE ZYR WITH GLIDE	INPUM :	. 675881
175	NOT-USED	10.0124	
176	NOT USED		
177	NOT USED		
175	INSULATED RISED IT DEEP RUINER CHOSSONER ASSEVOLY, TYPE 47R	IVPuse	51849
179	DISULATED RIGD 17 DEEP RUINGER CROSSOVER ASSENDLY, TYPE 4XR	WPulsa :	39290
100	INSULATED AND 30 DEEP RUNNER CROSSONER ASSEMBLY, TYPE 4XR	INDUIS	559 86
181	RISULATED, RIGID, 35' DEEP, RUINER CROSSOVER ASSESSAY, TYPE 4XR	· IHPulus · · ·	. 873658
382	INSLUATED RAND 37 DEEP RUNNER CROSSOVER ASSCRING, TIPE VAR	HPuha	55862
183-	DESULATED RIGID 40' DEEP RUINICE CROSSONER ASSEMBLY, TYPE 4XR	ülPulsa	673550
184	HISLANED RIGID 45' DELP RUNNER CROSSONER ASSOLICAY, TYPE AXR	MPulse	55967
185	INSULATED RIGID SO! DEEP RUINIER GROSSONER ASSEMBLY, TYPE 4XR	MPulse	57857
186	DISCLATED RIGID 35' DEEP RUINIER CROSSONER ASSENDET, TYPE AVR	MPUSE !	60009
187	HISULATED RIGHT 60" DEEP RUNNER CHOSSONER ASSENELY, TYPE 4XR	. Il/Pulse	55966
188	INSULATED RIGID TO OCEP BURNER CROSSOVER ASSENELY, TYPE 4XA	. IKPulse .	57184
1 180	INSLLATED RIGID TO GEEP RUNNER CROSSOVER ASSENELY, THE YER	Jiffulte .	59059
190	INSLITATED AND BUT DEEP ALWHER GROSSOVER ASSELLELY, TYPE IXA	BiPulat	55965
191	NOT USED	· · · · · · · · · · · · · · · · · · ·	
	NOT USED	~ 10000000	
[93	NOT USED.	l. ————————————————————————————————————	
194	ACT USED		
195 1	NOT LISED		
198	KOT USED	: 	
197	NOT USED		
199	KCT U9E0	:	
190	NOT USED		
200	NOT USED .	**********	

FOR REFERENCE ONLY

a, Jack Machiner Process (actions immerity inhibitable)



MUNICIPAL RAILWAY

Mercenty Johnston

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

MR-1141
CL-12941
OH-151/

OVERHEAD CONTACT SYSTEM 200)

0H-166 0

Section of the sectio

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

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MATERIALS LIST III (ITEMS 201 - 300)

16.	DESCRIPTION	HANDFACTURER	PART NO.
	SWITCHES		
201	IN CLICITIC FROM AND CHOSSOVIT ASSEMBLY, TYPE-WIG-25, LEFT HAND, WISHLANKH W. STRANDIN, STANLESS STILL PUPPER (SEE PLAN FOR PUPPER RESET PRECIPER)	bildigi	55973-300€
102	16 CLECTEC FROM AND GROSSOMEN ASSELLENY, TYPE WISE-25, RIGHT HAVE, INSLANCED IN	REPulsa	55970-3005
	STRUCHT, STANKESS STEEL PLIPPER (SEE PLUI FOR PLIPPER MESET, DRECTION)		0,037,0, 9290
203.	15" CLECTRIC FROM AND CROSSONER ASSELLAT, THE HIS -25, LEFT HAND, INSULATION IN	NPulsa .	P28E1-3010
204	CURVE, STANDESS STEEL PUPPER (SEE PLAI FOR PLAPER RESET DEECTION)	INPOSE	55981-300P
	is elegific from and grossovor asslury, the est-2s, albit hand, disulation in curat, stanless etec. Fupper (see flui for aleper reset direction):	(ALCON)	201401-2004
X15-	13 TRAIDIO FROG NIO CHOSSOVER ASSENDLY, TYPE HTR, LETT HAND, INSULATION RI	BIPylaa	55981-3010
1	STRUCHT, STUDIESS STEEL FUPPER		
36	15 TRAILING FREG AND CROSSOVER: ESSERVELY, TIPE WIR, NIGHT WARK, ESSULATION IN	[MPulse	65981-3002
-	STRAIGHT, STANILESS STEEL FLIPPER		
07	15 THULING FROM AND CROSSOVER ASSEMBLY, TYPE WIR, LEFT HOME, RESILATION IN	1.dPulps	: 55979-3012
OI.	CLAVE, STANCESS STEEL FUPPER IS TRUAING FROG AND CROSSOAN ASSENDLY, TAPE WTH, RIGHT HAND, INSULATION IN	Dopulas	55979-3011
	CURE, SIDILESS STEEL PUPPER	7.5 PAL	****
109:	BY SELECTRIC FROM AND CHOSSOVER ASSELLEY, TYPE 955-18, LETT HAND, HISLATON	IMPulat	57113~300E
	H. STRUGHT, STURLESS STEEL PLAPPER (EEE PLAN FOR PUPPER ACSET DIRECTION)		
10	30" SELLOTING FROM AND CHOSSOVER ASSEMBLY, TYPE 415E-29, RIGHT PANTI, INSULATION.	(Northe	· 571433007
اب	M. STRACHT, STARLESS STEEL REPORT (SEE PLAN FOR PLAPER RESET (DREOTICN)	IMPylei	· 68125-3010
Πŀ	N CURVE, STUTIONS FROM AND CROSSONTH ISSENBLY, TYPE WSE-2S, LOTT HAID, WISHLANDA N CURVE, STUTILESS STEEL RUPPER (SEE PUN FOR PUPPER RESET ORIGINON)	เมางเม	· 58439~2010
12		NiFutes	: 55425-300P
12	N CURVE, STURILESS STEEL TUPFER (SET HUR FOR TUPPER RESET DIRECTION)	ini aim	190724-9901
13	30 THALING PROO AND CROSSOMER ASSEMBLY, TYPE WIR, LEFT HAVID, INSULATION PL	JuPalsa	:86555-3008
:]	STRUCHT, STANCESS STEEL FLUPPER		12,777
14.	30 THAILING FROM AND GROSSOMER ASSELUALY, TIPE WITH THOM THAIL MEDILATION IN	[UPvisa	:55596:-3007
	STRAIGHT, STANLESS STEEL, PUPPER		
16.	DO THAILING FROM AND GROSSONER ASSENDLY, THE WITH LEFT HAND, INSULATION IN	IMPvişe	\$5697-3014
-	III CUTAT, STAPAESS STEEL TUPPER	INP,ubo	
16	30 TRALING FROG IAME CROSSIONER ASSEMBLY, TYPE WITH, MIGHT VANIG, INSTANTION IN	ממוג,יערו	:56597:-3013
17	IN CURYE, STATALESS STIEL PUPPER IN TROC. TYPE SR, LEFT INVO. SPULLOW BODY, FILED THROUGH TYPE	IUPulsa	b3(21-305)
18.	TO TROC, TYPE SR. RIGHT HAID, SHALLOW BODY, PEED THROUGH TIPE	Nºvbe 1	60121-3002
19	TO TROG ASSEMBLY, UNY, NORTH HUND, SHALLOW PAPY, FEED THROUGH TIPE HITH GLIDTPO	ILIPUIS #	675888
20.	TO TROO ASSEMBLY, UNY, LIFT HUND, SHULLON DOOR, FEED THROUGH TYPE WITH GAIRMS.	IUP:deb.	. 675889 .
21	12 DECTAIN FROM ASSISTMENT, LRY, LEFT HAND, THEN COLD, WITH GLIFFERS	14PWso	: 60374-3031
22	12 ELECTRUS TROO ASSELVALY, LITY, RIGHT HAND, TAIN COLS, WITH AUDERS	MPilse	00374-3002
23	6'-SFRAMO FROG, RIGHT HAND YATH GUDENS	11481430	. 60(22-2001
24	6" SPRING FROG, LEFT HAND TITH GUIDERS	ILP (fan	2002-2005
25	KOT USED		
26	HOT USED .		
27. 25	RQT USCO		
	NOT USCO		
39	KOT VSED		
31	KOT USED		
12:	KOT USED		*******
3	HOT USED		
	NOT USED		
ŭ l	KOT- USED		
racij.	MISCELL/REGUS		
1	WITEHIN, ASSEMBLY AND REQUIRED WOUNTING HANDANAC	MPuhe	320310-X
7	ELECTRIC FIRED CONTACTOR FOR 2/O TO 4/O CROSSED WAS, WITH \$12 DISULATED TANS,	HPulse	24556
٠ ١	LENDIN AS RECARED	//	2.10-4
<u>.</u>	CONTINCE CONTACTOR COMPLETE FOR 2/0 TO 4/D GROCKED: HIRE, SHOE AND PANTICEAUPH.	14Pulse	51671-3001
<u> </u>	HINCATOR DUP ASSENBLY, WITH \$12 RISULATED WIRE, LEHOTH AS RECURRED, HEALDES	IMPob 6	\$13/03-K
··	MCSSENGER WALL AND MOUNTING HUNDHARE AS RESUMED. FOR SPAN MOUNTED SIGNALS,		414144 (
8	USE SPAN HIRE FRANCE, SICHLE CHOMITETRING 28156117	Į	
ie II	SHITCH CONTROL RECUER WITH MELLINE ALL CASLES FROM ARTERIA TO RECEMEN-	MPiles	320100-X
			n

J. AGEA PASK MIT J. SAPA, KENTLER J. SAP	•		•		
MSSCHLAFE JOHN SMICH JOHN JOHN SMICH JOHN J	DESCRIPTION:	MANUFACTURER	PART NO.	ግ	
Dies Sande, Dies Sande, Dies Sande, Sept. Reflects		,	-	≓÷	
SEPA, FERTICED SEPA, FERTICED SEPA, FERTICED SEPA, SANGEL, JAY SAN	ICH, TIPE IEP-2	Moult	21894-2000	J .	
SECURE NAME SECUR	X NUM NOTATIVE LIMANE				
SEGGLE, 3/4 SEGGL	LECTIVE, ALDAHUM,: 456 mm x 678 mm, 060 m HGH BLAX. COLORED LETTERS BLOW SIGNLY: ON YELLOW COLORED BLOXCOOKS, WITH ATTACHMENTS TO FOLL		"		
SWOOT, 1/2	3/4"	Fipulsa	70704-2000]	
SHORE 172 SHORE 172 BALLERS 394 BALLERS 394 BALLERS 394 BALLERS 394 BALLERS 394 CERSISH STR.	E/at had they inte	RIPuled **	13722-2000	-}	
BALLERY, SPE BALLERY, SPE DOLLARY, SPE DOLLARY, SPE CHEMISH SPE C	1/21	HIPHIA	60188-3001	-]	
RELIAMS 3/4 - RE	S/B: Y 3' DANCTER	INPutro	18562-2000	4.	
COLLEGES SHEET COLLEG	3/4' x 3' DALUFTER	lurulis	18567-2000	7	
COLLEGES SHEET COLLEG	TYRES BAPET WID NYMINING EDD 2000 RODA LEGG -3/4; x 2, DITTLEE	fizzuli i	308800-591%	1	
(GOET SWAP). (GOET	SPEC STRUP, CEAGIN AS NECURED		93734	_}	
CREAT, 1' 4, OBJECT 1' 4, OBJECT 1' 4, OBJECT 1' 4, OBJECT 1' 1' 4, OBJECT 1' 4, OB	7/8" 4, Stancess Steel, Length as shown with stainess steel washer April for 7/8"4 doct	_	-		
POTENT 17/2 POTENT SERVICE POTENT SE	I' A, STADALESS STEEL, LENSTH AS SHOWN WITH STAULESS STEEL WASHER		-	7	
ETHELT ASSULE WITH GLOWARD IN WITH GLOWARD IN OUTHER SPAN IX STILL PARE, 7º CHECK SPAN IX STILL PARE, 7º		<u> </u>		4	
WITH GLYWARE INTO THE STATE OF	1/7 ab - WITH- HUTS AND WASKING	Woder	11933-2000	-}	
OURS (SATING OURS SATING OURS SATING OURS SATING OURS SATING SATI	Securly for modo: Pole, childwith asin also, leigth to sut, 1/2": # wazed 1/4"x3": 3" clered .51cel washer and childwized Steel Hut			_	
OUTE SPAN IX PIPC CAP FIRST STICT PRICE 27	0 1/4/3/33 CORVED STEEL MASSER AND DEVANIED STEEL MIT :			. l	
HPC OF Fine: STICL PARE, 27' PARE PARE PUBLIC PROPERTY PARE SPORTING PARE SPORTING PARE SPORTING PARE THE SPORTING THE SPOR	THE ASSENDENT FOR 2'S PUPE.	. INPARE	11817-1000	4	
STILL PRE, 2" - PALL PURP	HALDER FOR 2'6 APT	· · INFLATE ·	14245-1050	4 .	
POLE DUID PER PARTIE DE LA CONTROLLA DE LA CON	FOR: 2's:GUYWIZED STEEL PPE	. IMPulsa	56030-1001		
INSECTION TEST FORMATION OF THE PROPERTY OF T) PER STB. ONG. A-1552, REV. 5 (3 MECE)			4	
GROUNDER OF STREET, THE STREET	CECHED COLD SIDDAOT	likipolite	17706-2000	:{	
GROUND CON GROUND CON STATE STATE IN THE GROWN THE GRAND, CON THE WAY WITH THE GRAND	CONNECTOR (1/0)	ildPudes	674210	-	
LIM STREET, TO STREET S	CONNECTOR: (350 HOHE)	IHPulsa	674764	-	
STAL STALE PLOTE STALE S	IR; TYPE Y ON: TO AS APPLICABLE, LENGTH: TO: SOIT:	liiPusa	971701	-{	
THE EARS, C. IT YAVE WITH I FRANCE WITH I FR	HERVY CHALL TIC	PANJAT	.PU-5Ed	ń	
FIREWAY OF THE WAY OF	O. CLUMPED TO GUY WARE; LONGTH! TO SUT;	MULC	GR5003423	:[
FIRE AND 1/2 1 HINGE SPACET HINGE SPACET HINGE SPACET SPECIAL TO SPACET SPECIAL TO SPECI	NITH STEEL LOCKWIS TOOFII	ANTEC	PAN104578"	1	
INNEE BAZKET, WHOSE BAZKET, WHOKE SAZES, WHOKES WE SAZES, SUPPOOR TOOL MACK WINSON SUPPOOR TOOL SUPPOOR SUPPOO	MADE, MENT CONTAINERED SLEECT, ROH BO			7	
HINDS SPACES, SUPPORT ROD A CALL TO	1/2"0, 72"-10/10	MPulse	677262	1	
WAY SAM, SAM, SAM, SAM, SAM, SAM, SAM, SAM,	10.72	IU/u/sa	50062-3002]	
SUPPORT ROD AS CLOSE HITMO PPC: IN MO PPC: I		INPuize	31901	1	
SUPPORT. ROD. WASC. PPC; III OF PPC; III O	SPACER BAS, LEHOTH TO SUIT CO ASSEMBLY FOR STEEL POLE GRAVANIED, 1/2" 6, LENGTH: TO SUIT	INPulse	18718	4	•
CELEGE FITTING PPC_1 17/4"s PPC	CO YZZENBEK LOW RICCO: LOTE: BATAMASED" 1/3, 14. TERGIH, 10. 201.	IMPUISE	2104D 14176	4	
PPE, 11/4's, PPE, 1900 HORIZON,	190	IMPUISO	13278	1	
HOT USED	4's, LEAUTH VASCE; SCHILDULE 40, STEEL CALY, THREADED AT BOTH ENDS "			1	
MAT UNSCO SPR LICHG LICHT FOR NOT USED		ШРикт	11818]	
EAR CLEME STUP, 3/6/14 UNRINGUESTL, 3/7 UNRINGUESTL, 3/7 UNRINGUESTL, 3/7 UNRINGUESTL INTO USED TO SED TO SED TO USED	MALE ACHITIER FOR 1 1/4" 1 PIZE	1/4hile	14265]	
STUD, 3/A*); TURNBUCHT, 5/, TURNBUCHT, 5/, GULVAMTED STEE HNGT POLE 644 PPS CLUBP FOR NOT USED TO FRINIS FOR UND USED TO FRINIS FOR UND USED HOT USED		N/Pulsa	14629	4	
TURNBUCALL S. QUIVARTITO STEE INNOT POLE ENV PIPE CLUMP FOR NOT USED CTC FITTING FCA CUP-GUT WAG HOT USED NOT USED NOT USED HOT USED HOT USED HOT USED HOT USED		APVIII	. 15573 22183	4	
CULVATION STEE INFOC. POLE BAY INFOC. POLE INFOC.	L. 5/8" x. 6", MAY AND EYE	INFUSA	.45683-3008	1	
HIND: POLE BAY FIRE CLUMP FOR MOT USED LOT FITTING FOR DRABLE CUP-GIT WAC HOT USED HOT USED HOT USED HOT USED HOT USED HOT USED	STEEL BAR 1 1/4" x 3/8" x 700 mm LDIKS, WITH 3-HOCES 16 mms	··· INITARY	-	1	
HOT USED NOT USED	EARD ASSERBLY	. IMPulsa .	. 57217-3002	1	
HOL ABED. HOL ABED. HOL ABED. HOL ABED. COL-ON ARE DATE BUILD LEW	FOR 2's PPE	IMP LEG T	56024-3001]	
HOT USED: HOT USED: HOT USED: HOT USED: HOT USED: HOT USED:				l	
HOL ARED HOL ORED HOL ARED HOL ARED HOL ARED DUMPE	fra 25 ppr		10155	{	
HOL NACO, NOL NACO HOL NACO HOL NACO	TOX 27 PPL	KPubi	56626~40X)		
HOT USED:	78E	16Poly	50574-3001	}	
HOT USED.	To	***************************************			
HOT VSEO.	1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1				
HOT VSEO.				}	
HOT VSEO					
NOT USED				EFERENCE	CANLA
MOL. DEED:					
1/01, USE0		hriseco	SCHOOL SECTION		







CONTROL OF SHAPE CONTRO

principle of themselves the modern of the mo

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

OVERHEAD CONTACT SYSTEM MATERIALS LIST: III (ITEMS 201 - 300)

MR-1141 OL-12942. OH-152/ OH-166 0 O C STATE OF THE S 108 No. 42045

FREYERS

R. MANAGER

R. MANAGE

MOSSON BAY BLOCK 1
MOSSON BAY BLOCK 1
MOSSON BAY BLOCK 1
MOSSON BAY PLOCK 1

FOCI.-MB LLC
Magnon Bay
Development
Gröup, LLC
management

