File No. 200241

Committee Item No. \_\_\_\_\_\_ Board Item No. \_\_\_\_\_\_32

# COMMITTEE/BOARD OF SUPERVISORS

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Prepared by: Lisa Lew \_\_\_\_\_ Prepared by: \_\_\_\_\_

Date: <u>March 6, 2020</u> Date:

# FILE NO. 200241

# MOTION NO.

[Final Map 8573 - Hunters Point Shipyard Phase 1]

Motion approving Final Map 8573, Block 48 of Hunters Point Shipyard Phase 1, being a merger and 17 lot resubdivision of existing Final Map No. 5255, Lot Nos. 1 through 89 and 93 through 127, Assessor's Parcel Block No. 4591D, Lot Nos. 1 through 7, 9 through 48, 50 through 55, 57 through 62, 64 through 93, and 97 through 131, resulting in 17 lots intended for residential use, including a 404-unit residential condominium, subject to specified conditions; approving an amendment to a Public Improvement Agreement related to Final Map 8573; and acknowledging findings pursuant to the General Plan, and the eight priority policies of Planning Code, Section 101.1.

WHEREAS, The San Francisco Board of Supervisors ("Board") acknowledges the findings made by the Planning Department, by its letter dated April 2, 2015, that the proposed subdivision is consistent with the General Plan, the applicable provisions of the Planning Code, and the eight priority policies of Planning Code, Section 101.1; and

WHEREAS, The General Plan findings are on file with the Clerk of the Board of Supervisors in File No. 200241 and are incorporated herein by reference; and

WHEREAS, The Board acknowledges the findings made by the Successor Agency to the Redevelopment Agency of the City and County of San Francisco ("Successor Agency") by its letter dated April 12, 2016, that Final Map No. 8573 is consistent with the Hunters Point Shipyard Redevelopment Plan and the relevant Plan Documents, as defined therein; and

WHEREAS, The Redevelopment Plan findings are on file with the Clerk of the Board of Supervisors in File No. 200241 and are incorporated herein by reference; and

WHEREAS, The Board finds that the proposed subdivision is consistent with Department of Public Works Order No. 202759, approved on March 1, 2020; and

Public Works BOARD OF SUPERVISORS WHEREAS, The Public Works Order is on file with the Clerk of the Board of Supervisors in File No. 200241 and is incorporated herein by reference; and

WHEREAS, The Subdivider has not completed the required public improvements associated with this Final Map at the time of the proposed approval of the Final Map, and the Subdivider and the City previously entered into a Public Improvement Agreement to address these requirements, and such Public Improvement Agreement must now be amended in relation to Final Map No. 8573; and

WHEREAS, The property owner has submitted an offer of public improvements to the City and the Director of Public Works in the abovementioned order recommended to the Board that it accept such offer on behalf of the public, subject to completion and acceptance; and

WHEREAS, The offer of improvements is on file with the Clerk of the Board of Supervisors in File No. 200241 and is incorporated herein by reference; now, therefore, be it

MOVED, The Board of Supervisors hereby approves Final Map No. 8573, Block 48 of Hunters Point Shipyard Phase 1, subject to the conditions specified in this motion, and said map is hereby approved and adopted as an Official Final Map No. 8573; and, be it

FURTHER MOVED, The Board of Supervisors hereby approves the Second Amendment to the Hunters Point Shipyard Phase 1 Public Improvement Agreement for Final Map No. 8573 and authorizes the Director of Public Works and the City Attorney to execute and file the agreement in the Official Records of the City and County of San Francisco; and, be it

FURTHER MOVED, That the approval of this Final Map No. 8573 also is conditioned upon compliance by the subdivider with all applicable provisions of the California Subdivision

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Map Act, California Government Code Sections 66410 et seq., and the Candlestick Point/Hunters Point Shipyard Subdivision Code and all amendments thereto; and, be it

FURTHER MOVED, That the Board accepts on behalf of the public, subject to completion and acceptance, the offer of public improvements; and, be it

FURTHER MOVED, That the Board hereby authorizes the Director of the Department of Public Works to enter all necessary recording information on Final Map No. 8573 and authorizes the Clerk of the Board of Supervisors to execute the Clerk's Statement as set forth herein.

# DESCRIPTION APPROVED:

Bruce R. Storrs, PLS City and County Surveyor

# RECOMMENDED:

Alaric Degrafiked



San Francisco Public Works General – Director's Office City Hall, Room 348 1 Dr. Carlton B. Goodlett Place, S.F., CA 94102 (415) 554-6920 <u>www.SFPublicWorks.org</u>

# Public Works Order No: 202759

# CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS

RECOMMENDING APPROVAL OF FINAL MAP NO. 8573, BLOCK 48 OF HUNTERS POINT SHIPYARD PHASE 1, A SEVENTEEN LOT RESUBDIVISION AND A 404 UNIT RESIDENTIAL CONDOMINIUM PROJECT, BEING A MERGER AND RESUBDIVISION OF EXISTING FINAL MAP NO. 5255, LOT NOS. 1-89 AND 93-127, ASSESSOR'S BLOCK NO. 4591D, LOT NOS. 1-7, 9-48, 50-55, 57-62, 64-93, and 97-131.

# **FINDINGS**

- On April 14, 2016, the Director of Public Works ("Director") adopted Public Works ("PW") Order No. 184,785 approving Tentative Map No. 8573 for Block 48 of the Hunters Point Shipyard Phase 1 project ("Tentative Map") for the merger and resubdivision of Assessor's Block 4591D, Lots 1-7, 9-48, 50-55, 57-62, 64-93, and 97-131 (referred to collectively as "Block 48") to create 17 lots and authorize up to 404 residential condominium units.
- 2. In PW Order No. 184,785, the Director determined that the Tentative Map was subject to the mitigation measures adopted by the former Redevelopment Commission for the Redevelopment Agency of the City and County of San Francisco and the City and County of San Francisco ("City") Planning Commission on February 8, 2000, by Resolution No. 11-2000 and Resolution No. 14981, respectively. The City Planning Commission issued addenda to the previously-certified Final Environmental Impact Report ("FEIR") on November 19, 2003, and July 13, 2006, respectively. Since the approval of the FEIR (subject to the addenda) and the associated project, there have been: i) no substantial changes to the project; ii) no substantial importance that would result in new or more severe significant impacts than were addressed in the FEIR. Accordingly, no supplemental or subsequent EIR or other environmental review is required.
- 3. On June 13, 2019, the Director approved HPS Development Co., LP's ("Subdivider") request for a one-year extension of the Tentative Map pursuant to Government Code Section 66452.6(e) and Section IV.G of the Candlestick Point and Hunters Point

Shipyard Subdivision Regulations.

- On December 5, 2019, Subdivider filed an application for a final map to merge and resubdivide Block 48 ("Final Map" or "Final Map No. 8573") to create a seventeen (17) lot subdivision and authorize up to 404 residential condominium units.
- 5. The Final Map merges and resubdivides certain real property that was subdivided as part of Final Map No. 5255, which the Board of Supervisors approved on July 21, 2009 by Motion M09-130 and which was recorded on August 12, 2009. Final Map No. 5255 established 131 development lots (Lots 1 through 131) open space lots (Lots A through F), and street lots (Lots 132 through 137).
- 6. In 2009, the Subdivider, the Redevelopment Agency of the City and County of San Francisco, and the City entered into a Public Improvement Agreement ("PIA") to address Subdivider's obligation to complete improvements for Phase 1 of the Hunters Point Redevelopment Plan Area, including public improvements located within the above-referenced street lots. In 2009, the Board of Supervisors approved the PIA concurrently with its approval of Final Map No. 5255. The parties to the PIA amended the agreement pursuant to that certain First Amendment to Hunters Point Shipyard Phase 1 Public Improvement Agreement, dated October 14, 2011. To address improvement security and the completion and dedication of public improvements associated with this Final Map, Subdivider has submitted to Public Works an executed Second Amendment to Hunters Point Shipyard Phase 1 Public Improvement & Agreement, as amended.
- 7. The draft legislation transmitted herewith would authorize the Director and the City Attorney to execute the Second Amendment to the Hunters Point Phase 1 Public Improvement Agreement ("Second Amendment"), also submitted herewith, and file it in the Official Records of the City and County of San Francisco. The Director recommends that the Board of Supervisors approve the Second Amendment and authorize the Director and City Attorney to execute and file the Agreements in the Official Records of the City.
- 8. Subdivider has provided updated bonds to secure Subdivider's obligations to construct the public improvements pertaining to this Final Map according to the Public Improvement Agreement, as amended.
- 9. The Director has received an Offer of Improvements from the Subdivider ("Offer") for work as covered by the PIA, as amended, and has attached the Offer hereto. The Director recommends that the Board of Supervisors conditionally accept on behalf of the public the Offer as required by the Public Improvement Agreement, subject to the City Engineer's issuance of a Notice of Completion for the improvements and separate, subsequent Board of Supervisors action.

- 10. The City Planning Department, in a letter dated April 2, 2015, determined that the proposed subdivision is consistent with the General Plan and the Priority Policies of Planning Code Section 101.1
- 11. The Successor Agency submitted a letter dated April 12, 2016, from its Executive Director, determining that the subdivision is consistent with the Hunters Point Shipyard Redevelopment Plan ("HPS Plan") and the Plan Documents (as defined in the HPS Plan).
- 12. The Director and the County Surveyor find that the subdivision reflected on the Final Map is consistent with the requirements and conditions imposed by the Subdivision Map Act (Cal. Gov't Code §§ 66410 et seq.), the San Francisco Subdivision Code, and the Candlestick Point/Hunters Point Shipyard Subdivision Regulations, and the Tentative Map, and that the Final Map substantially conforms to the Tentative Map.
- 13. The Director, the Advisory Agency, acting in concurrence with the other City agencies, has determined that Final Map No. 8573 complies with all subdivision requirements thereto.
- 14. The Director, the City Engineer, and the County Surveyor recommend that the Board of Supervisors approve the Final Map subject to the conditions specified herein.

# A. ATTACHMENTS & TRANSMITTALS:

- 1. ATTACHMENT 1, Enlarged Copy of Map Notes Included on Final Map No. 8573.
- 2. Transmitted herewith are the following:
  - i. One (1) copy of the Motion approving said map.
  - ii. One (1) set of the "Final Map No. 8573", comprising 8 sheets.
  - iii. One (1) copy of the Tax Certificates from the Office of the Treasurer and Tax Collector certifying that there are no liens against the property for taxes or special assessments collected as taxes.
  - iv. One (1) copy of the letter from the City Planning Department, dated April 2, 2015, verifying conformity of the subdivision with the General Plan and the Priority Policies set forth in the City Planning Code Section 101.1.
  - v. One (1) copy of the letter from the Office of Community Investment and Infrastructure determining consistency with the HPS Plan and the Plan Documents.
  - vi. One (1) copy of the Offer of Improvements.

- vii. One (1) copy of the previously approved Hunters Point Phase 1 Public Improvement Agreement and the First Amendment to the Hunters Point Phase 1 Public Improvement Agreement.
- viii. One (1) copy of the Subdivider executed Second Amendment to the Hunters Point Phase 1 Public Improvement Agreement, including Performance and Labor and Material Bonds.

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

DocuSianed by Brue Storrs

Storrs, Brace<sup>97ABC41507B0494</sup>... City and County Surveyor

DocuSigned by: IMAININE.

Suskind, Su<del>2arn18</del>19<sup>FDB7F6564EA... Acting City Engineer and Deputy Director of...</sup>

Alaric Degrafinned 8179336C84404A5...

Degrafinried, Alaric Acting Director , y and paste this link to access all attachments to the Director's Order.

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# **Certificate Of Completion**

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Suzanne Suskind

Suzanne.Suskind@sfdpw.org

City and County of San Francisco Security Level: Email, Account Authentication (None)

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Alaric Degrafinried

Alaric.Degrafinried@sfdpw.org

City and County of San Francisco

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### Ryan, James

james.ryan@sfdpw.org

Chief Surveyor

Public Works

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Thomas, John

John.Thomas@sfdpw.org

**Deputy Director** 

Public Works

Security Level: Email, Account Authentication (None)

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Werdmuller Von Elgg, Maurits

Maurits.WerdmullerVonElgg@sfdpw.org blic Works

\_ecurity Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Huff, Nicolas

Nicolas.Huff@sfdpw.org

Public Works

Security Level: Email, Account Authentication (None)

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Required nardware and software	
Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0,
	NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	
	•Allow per session cookies
	•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

# **Required hardware and software**

longer time to process..

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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Edwin M. Lee Mayor

Mohammed Nuru Director

Jerry Sanguinetti Bureau of Street Use & Mapping Manager

Bruce R. Storrs P.L.S. City and County Surveyor

Bureau of Street Use & Mapping 1155 Market St., 3rd floor San Francisco, CA 94103 tel (415) 554-5827 Subdivision.Mapping@sfdpw.org

sfpublicworks.org facebook.com/sfpublicworks twitter.com/sfpublicworks Department of City Planning 1650 Mission Street, Suite 400 San Francisco, CA 94103

# **TENTATIVE MAP DECISION**

Project ID:	8573 .					
Project Type:	A merger and resubdivision of portions of Final Map 5255, resulting in 17 lots and up to 404 residential condominium units					
Address #	Street Names	Block	APN Lots			
Various	Area bounded by Griffith St., Oakdale Ave., Navy Road, and Earl Street	AB 4591D	Lots 001-007, 009- 048, 050-055, 057-062, 064-093, 097-133			

Attention: Scott F. Sanchez

The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code. On balance, the Tentative Map is consistent with the General Plan and the Priority Policies of Planning Code Section 101.1 based on the attached findings.

CEQA Determination: EIR: 12.11.13: http://sfmea.sfplanning.org/2007.0946

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The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code subject to the following conditions:

The subject Tentative Map has been reviewed by the Planning Department and does not comply with applicable provisions of the Planning Code. Due to the following reasons:

PLANNING DEPARTMENT Tina Chang Signed	04/2/2015 Date
Planner's Name For Scott F. Sanchez, Zoning Administrator	
Enclosures: Application and Tentative Map	· · ·



450-0282016-197

April 12, 2016

Bruce Storrs Department of Public Works Office of the City and County Surveyor 1155 Market Street, 3rd Floor San Francisco, CA 94103

Re: Consistency Determination Letter for Block 48, Assessor's Block 4591D

Mr. Storrs:

The Office of Community Infrastructure and Investment ("OCII") has received your request regarding the Hunters Point Shipyard Phase 1 Block 48 Tentative Subdivision Map No. 8573 and its consistency with the Hunters Point Shipyard Redevelopment Plan ("Plan"), Hunters Point Shipyard Phase 1 Disposition and Development Agreement entered into between San Francisco Redevelopment Agency and Lennar/BHVP, LLC dated December 2, 2003, as amended ("Phase 1 DDA") and the approved Block 48 Major Phase Application (Resolution No. 11-2015).

In compliance with Section 1634(a) of the Candlestick Point/Hunters Point Shipyard Subdivision Code ("Subdivision Code"), and all amendments thereto, the OCII has reviewed the pending Tentative Subdivision Map No. 8573 ("Tentative Map") (together with the design elements and improvements incorporated therein and authorized thereby), and finds that the proposed Tentative Map is consistent with the Subdivision Map Act, the Plan and the Plan Documents, as defined in Subdivision Code sections 1607(t) and 1607(s), respectively, including without limitation the Phase 1 DDA, applicable City Regulations, as such regulations exist as of this date. Additionally, OCII finds that the Tentative Map is in substantial conformance with the approved Block 48 Major Phase and recommends approval of this Tentative Map.

Thank you for your assistance on this matter.

Sincehely One S. Van Ness Ave Tiffany Bohee Executive Director

415 749 2400 www.sfocil.org

5th Floor San Francisco, CA

94103

Edwin M. Lee

Tiffany Bohee

Mara Rosales

**Miguel Bustos** 

Marily Mondejar Leah Pimentel Darshan Singh COMMISSIONERS

EXECUTIVE DIRECTOR

MAYOR

CHAIR

# SECOND AMENDMENT TO HUNTERS POINT SHIPYARD

# PHASE 1 PUBLIC IMPROVEMENT AGREEMENT.

This SECOND AMENDMENT TO THE HUNTERS POINT SHIPYARD PHASE 1 PUBLIC IMPROVEMENT AGREEMENT (this "Second Amendment") is entered into as of \_\_\_\_\_\_\_, 20\_\_\_ (the "Effective Date") by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California (the "City"), the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (the "Agency"), and HPS DEVELOPMENT CO., LP, a Delaware limited partnership ("Subdivider").

# RECITALS

In 2006, the Director conditionally approved the Tentative Map entitled "Tentative Subdivision Map for Tract No. 2004-1 Hunters Point Shipyard." The Director's Conditions of Approval, dated August 9, 2006 (the "2006 Conditions of Approval") required the Subdivider to complete installation of certain public improvements.

Prior to completing the public improvements required by the 2006 Conditions of Approval, Subdivider requested the City's approval of two Final Maps (Map No. 4231 and Map No. 5255). The City, the Redevelopment Agency of the City and County of San Francisco (the "**Redevelopment Agency**"), and Subdivider entered into the Hunters Point Shipyard Phase 1 Public Improvement Agreement (the "**Original Agreement**") to secure the completion of public improvements required by the 2006 Conditions of Approval subsequent to the approval and recording of the Final Maps.

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The City, the Redevelopment Agency, and Subdivider entered into a First Amendment of the Original Agreement dated October 14, 2011 to provide for the removal of the S-Curve from the Phase 1 Required infrastructure and release Security and Reversionary Security for the S-Curve.

D. On February 1, 2012, the Redevelopment Agency was dissolved pursuant to California State Assembly Bill 26 ("AB 26"), which was amended in part by California State Assembly Bill No. 1484 ("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 assets and obligations of the Redevelopment Agency were transferred to the Agency.

Final Map Tract No. 5255, which was filed for record on August 12, 2009 in Book CC of Survey Maps, at Pages 176-185, inclusive, in the office of the County Recorder of the City and County of San Francisco, created 131 development lots for up to 397 condominium units. This development configuration was never constructed, and on February 20, 2015, Subdivider submitted an application for a new Tentative Subdivision Map seeking to merge and re-subdivide 124 of the development lots created by Final Map Tract No. 5255 into 17 development lots authorized for up to 404

condominium units. This tentative map, which was assigned number 8573 ("**Tentative Map No. 8573**"), was conditionally approved by the Director through DPW Order No. 184785.

Subdivider has requested approval of a final subdivision map in advance of its completion of the improvements required by the conditions of approval adopted pursuant to Tentative Map No. 8573 ("2016 Conditions of Approval"), which public improvements include modifications and enhancements to the public improvements required under the 2006 Conditions of Approval and described in the Original Agreement with respect to the area subdivided by Map No. 5255. Given these modifications, amendments to Exhibit A-1 are required.

Pursuant to the Original Agreement, Security has been provided for Phase 1 Required Infrastructure within the Final Map Tract No. 5255 and Final Map Tract No. 4231 areas. Pursuant to this Second Amendment, the City will release security for Phase 1 Required Infrastructure within the Final Map Tract No. 5255 area, and Subdivider shall provide replacement security.

Subdivider will offer the Phase 1 Required Infrastructure for Acceptance by the City, with the exception of parks and open space areas constructed on Agency Parcels (as defined below), which will be offered to the Agency for acceptance in a form acceptable to the Agency.

In order to permit approval and recordation of the Final Map and to implement the 2016 Conditions of Approval, and to simultaneously satisfy the security provisions of the Code and Section 13.3(c)(iii) of the Phase 1 DDA, the City, the Agency and Subdivider desire to enter into this Second Amendment.

# AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the covenants, terms, conditions and restrictions contained herein, and without waiving any of the respective parties' rights under the Phase 1 DDA, the City, the Agency and Subdivider hereby amend the Original Agreement, as hereinafter set forth:

Amended Sections and Exhibits.

<u>Exhibit A-1 – Plans and Specifications</u>. Exhibit A-1 to the Original Agreement is hereby replaced in its entirety by Exhibit A-1 attached hereto.

Section 1(a) – Completion of Phase 1 Required Infrastructure.

Section 1(a) is hereby deleted and replaced with the following:

Subdivider shall, in good and workmanlike manner, furnish all necessary materials and complete construction of all Phase 1 Required Infrastructure no later than two (2) years from the Effective Date, with the exception of the Pocket

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Parks (as identified in the Phase 1 DDA) located within the boundaries of Final Map Tract No. 5255, which shall each be completed no later than twenty-four (24) months after the issuance of the first Building Permit for adjacent Vertical Development (as those terms are defined in the Phase 1 DDA); provided, however, that the periods of time in this condition may be extended in accordance with Section 3(b) hereof.

# Section 5(c) – Acceptance and Dedications.

Section 5(c) is hereby deleted and replaced with the following as Sections 5(c)(i) and 5(c)(ii):

Final Map Tract Nos. 4231 and 5255 include certain offers of dedication as more particularly set forth therein. The Board of Supervisors shall accept, conditionally accept or reject such offers of dedication, and shall also accept, conditionally accept or reject for public right of way and utility purposes the related City fee parcels and Phase 1 Required Infrastructure (or portions thereof) which are not included in such previous offers of dedication, by ordinance or other appropriate action upon the Director's determination in accordance with Section 5(a) of completion of the Phase 1 Required Infrastructure, or portion thereof. Subdivider will coordinate with the City and assist in the City's process for the offers of dedication and Acceptance of Phase 1 Required Infrastructure by (1) providing necessary maps, legal descriptions, and plats for street openings, offers of 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; (2) executing easement agreements consistent with the Conditions of Approval for the Tentative Map; and (3) providing easement agreement documents consistent with the 2016 Conditions of Approval and the completion and Acceptance of the Phase 1 Required Infrastructure, including, as applicable, easements for emergency vehicle access and emergency exiting, public easements for those uses described in the master declarations and the declaration of restrictions, and public service easements for access by the City and for public utilities.

Offers of dedication on the Final Maps do not include parks or open space on parcels owned by the Agency ("Agency Parcels"). The City, the Agency, and Subdivider agree that: (a) notwithstanding anything herein to the contrary, Subdivider shall offer parks and open space improvements on Agency Parcels to the Agency for Acceptance, in a form acceptable to the Agency; (b) Agency Parcels, both prior and subsequent to Subdivider's completion of parks and open space improvements thereon shall be owned by the Agency; and (c) Notwithstanding the foregoing, Subdivider may request Certificates of Completion for said parks and open space improvements pursuant to Section 4.4 of the Phase 1 DDA.

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# Section 8(c) – Major Encroachment Permit(s).

Section 8(c) is hereby deleted and replaced with the following:

With the exception of the Subdrains System (as defined in Attachment 1 hereto), all encroachments within any public Right-of-Way within the Property shall be permitted through the applicable encroachment permit issued to Subdivider, which encroachment permit may be, in Subdivider's sole discretion and in all events subject to applicable law, assigned to the Master Homeowners Association ("Master HOA") for purposes of maintenance of said encroachments consistent with the Master Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements of Hunters Point shipyard Phase One (Document No. 2009-I815408-00, "Master CC&Rs"). Any required encroachment permit shall be obtained prior to the earlier of acceptance of public street improvements or occupancy of any building (TCO or CFCO).

Section 8(e) - Subdrains.

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Section 8 is hereby amended to include the following as a new Section 8(e):

Subdrains constructed to date are shown on as-built drawings prepared by ENGEO dated May 2009 that are included as Exhibit C to the Master CC&Rs and are hereafter referred to as the "Subdrains System." Prior to the earlier of acceptance of public street improvements or occupancy of any building (TCO or CFCO), Subdivider shall provide an amended offer of dedication for Lots 132-137 of Final Map Tract No, 5255 that includes the following requirements:

- (i) No portion of the Subdrains System within Lots 132 to 137, inclusive, as shown on Final Map Tract No. 5255, will be accepted by the City for public use and maintenance. Subdivider shall retain, by reservation in its amended offer of dedication, an easement for maintenance, repair, replacement, and reconstruction of the Subdrains System.
  - Notwithstanding Subdivider's easement, prior City approval is needed for any adjustment or modification of the Subdrains System, either temporary or permanent, to the extent that such adjustment or modification occurs prior to dedication of streets overlaying the Subdrains System. Said adjustment or modification of the Subdrains System shall be shown on revised and approved Improvement Plans and attached to Sub-Association CC&Rs (as defined below) subject to review and approval by the City. City approved as-built drawings for the Subdrains System as it may be modified shall also be added to the Sub-Association CC&RS at the completion of construction.

(iii)

(ii)

The City shall not be responsible for potential damages to the Subdrains System caused by City utility work or street maintenance within the public right-of-way except as may be caused solely by City's willful misconduct or gross negligence, provided that the City takes reasonable precautions to avoid damage to the Subdrains System when performing utility work or street maintenance.

Section 8(1) – Sub-Association CC&Rs, Homeowners Association Documents, and Reservations.

Section 8 is amended to include a new section 8(f) as follows:

Prior to the earlier of Subdivider's request for acceptance of public improvements within the Final Map Tract No. 5255 area or the Final Map Tract. No. 8573 area, or Subdivider's request for the first certificate of occupancy for any residential unit in the Final Map Tract No. 8573 area, Subdivider shall provide "Sub-Association CC&Rs", which are covenants conditions and restrictions pertaining solely to vertical development within the Map No. 8573 area, and governing homeowners association documents required by the Davis-Sterling Act and prepared for vertical development within the Map No. 8573 area ("HOA Documents") to the Director and the Agency for review to confirm that the Sub-Association CC&Rs reflect the following criteria:

- (i) Subdivider shall include a provision in the Sub-Association CC&Rs regarding the Subdrains System that is substantially consistent with Attachment 1 hereto, which shall be added as Exhibit C to the Original Agreement.
- (ii) Any modifications to the Subdrains System shall be depicted in approved Improvement Plans appended to the Sub-Association CC&Rs. After completion of said modifications, Subdivider shall append updated asbuilt drawings as an exhibit to the Sub-Association CC&Rs.
- (iii) Private storm drain and retaining wall easements shall be granted by Subdivider to the Master HOA or to a subsidiary homeowners association consistent with the Master CC&Rs.
- (iv) Any other necessary non-exclusive easements shall be described in the Sub-Association CC&Rs or HOA Documents.

# Section 9(d)(i) - Notices.

(i) A notice or communication under the Original Agreement, the First Amendment, or this Second Amendment by any 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:

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(A)

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

Director of Public Works City and County of San Francisco 30 Van Ness Avenue, Suite 4200 San Francisco, CA 94102 Attention: Infrastructure Task Force Manager Telefacsimile: (415) 581-2569

Office of Community Investment and Infrastructure One South Van Ness, 5th Floor San Francisco, CA 94103 Attention: Hunters Point Shipyard Phase 1 Project Manager Reference: Hunters Point Shipyard Phase 1 Project Telefacsimile: (415) 749-7585

With copies to:

Office of the City Attorney City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Attention: John Malamut Reference: Hunters Point Shipyard Phase 1 Project Telefacsimile: (415) 554-4757

Office of Community Investment and Infrastructure One South Van Ness, 5th Floor San Francisco, CA 94103 Attention: General Counsel Reference: Hunters Point Shipyard Phase 1 Project Telefacsimile: (415) 749-2525

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

HPS Development Co., LP c/o Lennar One Sansome Street, Suite 3750 San Francisco, CA 94104 Attention: Ryan Hauck Telefacsimile: (415) 247-2939

(B)

# With copies to:

Perkins Coie LLP 505 Howard Street, Suite 1000 San Francisco, CA 94105 Attention: Matthew S. Gray Telefacsimile: (415) 344-7082

Paul Hastings LLP 55 Second Street, Suite 2400 San Francisco, CA 94105 Attention: David Hamsher Telefacsimile: (415) 856-7123

# Miscellaneous Provisions.

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<u>Improvement Security</u>. Subdivider previously provided security to secure the completion of Phase 1 Required Infrastructure within the Map No. 5255 boundary ("**Initial Security**"). The improvement plans corresponding with this security have been superseded by those plans specified in the revised Exhibit A-1 attached hereto. Therefore, Subdivider shall provide replacement security to the City in the form of bonds substantially similar to Exhibits B-1 and B-2 to the Original Agreement to secure the completion of the Phase 1 Required Infrastructure described in Exhibit A-1 attached hereto. Upon Subdivider's delivery of such replacement security to the City, the City shall release the Initial Security.

<u>Continuing Effect</u>, Except as otherwise expressly amended in Section 1 of this Second Amendment, all of the terms and conditions of the Original Agreement and the First Amendment remain in full force and effect.

<u>Incorporation</u>. This Second Amendment constitutes part of the Original Agreement and First Amendment and any reference to the Original Agreement shall be deemed to include a reference to the Original Agreement as amended by the First Amendment and this Second Amendment.

Other Definitions. All capitalized terms used but not defined herein shall have the meanings assigned thereto in the Original Agreement or First Amendment.

<u>Counterparts</u>. This Second Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, binding on all parties hereto notwithstanding that each of the parties hereto may have signed different counterparts. Delivery of this Second Amendment may be effectuated by hand delivery, mail, overnight courier or electronic communication (including by PDF sent by electronic mail, facsimile, or similar means of electronic communication). Any electronic signatures shall have the same legal effect as manual signatures.

<u>Confirmation of Original Agreement and the First Amendment</u>. As modified hereby, the Original Agreement and the First Amendment remain in full force and effect. In the event of any conflict between the provisions of the Second Amendment and the Original Agreement or the First Amendment, this Second Amendment shall prevail.

[Signatures on next page.]

f.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth above

# SUBDIVIDER:

HPS DEVELOPMENT CO., LP, A Delaware limited partnership

By: CP/HPS Development Co. GP, LLC, a Delaware limited liability company, its General Partner

By: KTAN HALLCK Name Titl¢

# <u>CITY</u>:

Approved as to Form:

By:	
Name:	
Title: Deputy City Attorney	ý

# AGENCY:

Approved as to Form: James Morales, General Counsel

By:

Aaron Foxworthy Deputy General Counsel CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California

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By:		``	
Name:	· · · · ·		
Title:	 · · ·		

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic

By:

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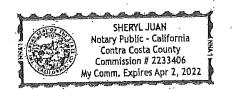
Nadia Sesay Executive Director A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

# ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA			)	•		•
CITY OF SAN RAMON COUNTY OF CONTRA COS	274		`			
COUNTY OF CONTRA CO	JIA ·		) -			
on NW. 29,2019	, bef	ore me,	VCP/L	JUAM		
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personally appeared		111.[11] [ Jam.	Name of Signe	r(s)	بىبرىندى <u>دەر تەرىپەرىن</u> ىد بورىپەر يەرىپەر يەر	, ,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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



WITNESS my hand and official seal.

Signature of Notary Public

# EXHIBIT A-1

# Infrastructure per Plans and Specifications

 Improvement Plans and Specifications prepared by DMJM Harris entitled "Hunters Point Shipyard Development Project, Parcel A' Infrastructure – Wet Utility Permit Set" dated August 3, 2007 and approved by or on behalf of the Director, on August 14, 2007.

Original Estimated Total Cost (2009): \$8,449,070.00

Estimated Hillside Cost: <u>\$6,122,461.45</u> Estimated Hillside Cost: <u>\$2,326,608.55</u>

 Improvement Plans and Specifications prepared by DMJM Harris entitled "Hunters Point Shipyard Development Project, Parcel A' Infrastructure – Joint Trench Permit" dated July 31, 2008 and approved by or on behalf of the Director, on July 31, 2008.

Original Estimated Total Cost (2009): \$3,451,177.36

Estimated Hilltop Cost: <u>\$2,328,897.10</u>

Estimated Hillside Cost: <u>\$1,122,280.27</u>

 Improvement Plans and Specifications prepared by DMJM Harris entitled "Hunters Point Shipyard Development Project, Parcel A' Infrastructure – Infrastructure Permit" dated September 22, 2008 and approved by or on behalf of the Director, on September 24, 2008.

Original Estimated Total Cost (2009): <u>\$7,027.246.98</u>

Estimated Hilltop Cost: \$5,314,827,43

Estimated Hillside Cost: \$1,712,419.54

 Improvement Plans and Specifications prepared by BKF entitled "Hunters Point Shipyard Development Project, Parcel A' Infrastructure – Comprehensive Hillside IB 19" dated Nov 30, 2015. Revised Hillside Total Cost will supersede Original Hillside Total Cost per recent material & labor costs and scope updates.

Original Previous Estimated Hillside Total Cost (2009): <u>\$5,161,308.36</u>

Revised Estimated Hillside Total Cost (2016): \$10,316,429.20.

# **ATTACHMENT 1**

# (Form of CC&R Provision Regarding Subdrains System)

Numerous properties within this Subproject, including private parcels and park open spaces, as well as public rights-of-way, are served by a subjacent system of subdrains, sandtraps and cleanouts installed throughout the entirety of HPS Phase One in 2009 to facilitate drainage and ensure slope stability (the "Subdrains System"). A diagram of the Subdrains System is included as Exhibit C to the Master Declaration. Each Owner, by acquiring title to any portion of this Subproject, acknowledges and understands the following:

- a) The Subdrains System underlie private parcels, parks and open spaces, and public rights-of-way throughout HPS Phase One.
- b) All Properties within the Subproject are subject to the flow of subsurface waters through the Subdrains System.
- c) All Properties within the Subproject are part of the HPS Phase One Master Association. Properties are assessed special taxes through the CFD, which funds maintenance of public park and open space areas. As such, the CFD will be responsible for maintaining that portion of the Subdrains System within the parks and open space, and the Master Association shall be responsible for maintaining the remainder of the Subdrains System.
- d) The City is not a party to the Master Declaration and has assumed no maintenance obligations or liability as a result of that declaration or this Subproject Declaration.
- e) The City is intended to be a third-party beneficiary of all covenants of this [Article/Section\_\_] of the Sub-Association CC&Rs with the right to consent to any modification or revocation hereof and the right and authority, at its sole option, to enforce the provisions of this [Article/Section\_] hereof.

# HUNTERS POINT SHIPYARD PHASE 1 PUBLIC IMPROVEMENT AGREEMENT

This HUNTERS POINT SHIPYARD PHASE 1 PUBLIC IMPROVEMENT AGREEMENT (this "Agreement") is entered into as of July 21, 2009 (the "Effective Date"), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California (the "City"), the REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, exercising its functions and powers and organized and existing under the Community Redevelopment Law of the State of California (together with any successor public agency designated by or pursuant to law, the "Agency"), and HPS DEVELOPMENT CO., LP, a Delaware limited partnership ("Subdivider").

# RECITALS

A. Except as specifically defined herein, capitalized terms shall have the meanings given in (i) the Hunters Point Shipyard Subdivision Code of the City (the "Code"), (ii) the Redevelopment Plan for the Hunters Point Shipyard Redevelopment Project, adopted by the Board of Supervisors of the City (as amended from time to time, the "Plan"), (iii) the Phase 1 DDA (as defined below), (iv) the Plans and Specifications (as defined below) and (v) the Acquisition Agreement between Subdivider and the Agency dated April 5, 2005 (as amended from time to time, the "Acquisition Agreement").

B. On or about April 5, 2005, Subdivider acquired from the Agency, pursuant to that certain Disposition and Development Agreement (the "Original DDA") between the Agency and Subdivider, dated as of December 2, 2003, recorded in the Official Records of the City and County of San Francisco (the "Official Records"), certain real property described therein and commonly known as Phase 1 (the "Property"). The Original DDA was subsequently amended by that certain (collectively, together with the Original DDA and as amended from time to time, the "Phase 1 DDA"): (i) First Amendment to Disposition and Development Agreement, dated as of April 4, 2005, recorded in the Official Records; (ii) Second Amendment to Disposition and Development Agreement, dated as of October 17, 2006, recorded in the Official Records; (iii) Amendment to Attachment 10 (Schedule of Performance for Infrastructure Development and Open Space "Build Out" Schedule of Performance), dated as of August 5, 2008, recorded in the Official Records; (and (iv) Fourth Amendment to Disposition and Development Agreement (Hunters Point Shipyard Phase 1), dated as of August 29, 2008, recorded in the Official Records.

C. Subdivider and the Agency are engaged in subdividing, and Subdivider is developing, the Property. A tentative map, entitled "Tentative Subdivision Map for Tract No. 2004-1 Hunters Point Shipyard", for the proposed subdivision of the Property was approved by the Director of the Department of Public Works (the "Director"), acting as the Advisory Agency, subject to certain requirements and conditions contained in the Director's Conditions of Approval dated October 9, 2005. An amended tentative map, entitled "Tentative Subdivision Map for Tract No. 2004-1 Hunters Point Shipyard" (the "Tentative Map") was approved by the Director, subject to certain requirements and conditions contained in the Director's Conditions of Approval dated August 9, 2006 (the "Conditions of Approval"). The Tentative Map supersedes the original tentative map approval.

D. Pursuant to the Plan, the Code, any applicable Plans and Specifications relating to the filing, approval, and recordation of subdivision maps and the Conditions of Approval, Subdivider submitted to the City, for approval and recordation, final maps for the Property, entitled: "Final Map Tract No. 4231 for Hunters Point Shipyard" and "Final Map Tract No. 5255 for Hunters Point Shipyard" (each a "Final Map" and collectively the "Final Maps") which, upon approval by the City, will be filed in the Official Records.

E. Subdivider has requested that the Final Maps 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 Property. Such public improvements are more particularly described in those certain improvement plans identified in Exhibit A-1 (as such plans are revised from time to time, the "Plans and Specifications"). The Plans and Specifications provide for the construction, installation and completion of the public improvements identified therein (the "Phase 1 Required Infrastructure"), and include the specifications and details of such public improvements. The term "Phase 1 Required Infrastructure" also includes the Interim Facilities more specifically identified in Exhibit A-2 (the "Interim Facilities") and the Future Facilities more specifically identified in Exhibit A-3 (the "Future Facilities"). The estimated costs of completing the Phase 1 Required Infrastructure are described on Exhibits A-1, A-2 and A-3 hereto (the "Estimated Costs"). Copies of the Plans and Specifications are on file with the San Francisco Department of Public Works ("DPW").

F. The Code provides that before a final subdivision map or parcel map is approved by the City, Subdivider shall have either (i) installed and completed all of the public improvements required by the City and detailed in the plans and specifications approved by the Director, or (ii) 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 and provided improvement securities to secure satisfactory performance of such agreement.

G. In order to permit the approval and recordation of the Final Maps by the City (including the dedications contained therein), to implement the Conditions of Approval, and to simultaneously satisfy the security provisions of the Code and <u>Section 13.3(c)(iii)</u> of the Phase 1 DDA, the City, the Agency and Subdivider desire to enter into this Agreement.

# AGREEMENT

NOW THEREFORE, for good and valuable consideration, the amount and sufficiency of which are hereby acknowledged, Subdivider, the Agency and the City agree as follows:

Subdivider's Obligations.

(a) <u>Completion of Phase 1 Required Infrastructure</u>. Subdivider shall, in good and workmanlike manner, furnish all necessary materials and complete construction of the Phase 1 Required Infrastructure in accordance with the performance schedule(s) set forth in <u>Attachment 10</u> to the Phase 1 DDA; provided, however, that the periods of time provided in this condition may be extended in accordance with <u>Section</u> <u>3(b)</u> hereof.

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(b) <u>Delivery of As-Built Plans</u>. Within three (3) months after Acceptance of the Phase 1 Required Infrastructure, or portion thereof, Subdivider shall furnish to DPW and, if requested, the City Department of Building Inspection, as-built plans for such Phase 1 Required Infrastructure, or portion thereof, in both electronic (in a reasonably current version of AutoCAD) and mylar formats and any reports required in connection with such Phase 1 Required Infrastructure, or portion thereof, by the Plans and Specifications.

# 2. Improvement Security.

(a) Security. Pursuant to the Code, in order to secure satisfactory performance of the construction or installation of all of the Phase 1 Required Infrastructure and to guarantee payment for the labor, materials, equipment and services required in connection therewith, Subdivider has furnished and delivered the following to the Director (collectively, the "Security"): (i) performance bonds substantially in the form attached as Exhibit B-1 hereto in an amount equal to the Estimated Costs (the "Performance Bonds") and (ii) performance bonds substantially in the form attached as Exhibit B-2 hereto in an amount equal to the Estimated Costs (the "Labor and Materials Bonds"). In addition to the Security, in full satisfaction of Section 13.3(c)(iii) of the Phase 1 DDA, Subdivider has furnished and delivered to the Director for the benefit of the Agency additional Performance Bonds and Labor and Materials Bonds, each in an amount equal to the Estimated Costs (collectively, the "Reversionary Security"). The amount of the Security and the Reversionary Security may be reduced pursuant to Section 4 hereof.

(b) <u>Other Acceptable Security</u>. In lieu of providing the Security or the Reversionary Security described in <u>Section 2(a)</u>, Subdivider may, subject to the approval of the Director, provide a deposit or other security as described in Section 66499 of the Government Code (such deposit or other security shall also be considered "Security" or "Reversionary Security", as applicable).

(c) <u>Use of Security by DPW</u>. If the Phase 1 Required Infrastructure is not completed within the time periods specified in <u>Section 1(a)</u> and such period is not extended by the City as provided under this Agreement, or Subdivider has not satisfactorily corrected all deficiencies during the Warranty Period (as such term is defined in <u>Section 7</u> below), then the Security may, by request of the Director and the subsequent resolution of the Board of Supervisors of the City, be used by the City for completion of the Phase 1 Required Infrastructure.

(d) <u>Use of Security and Reversionary Security by the Agency</u>. If Subdivider has committed an Event of Default under Section 13.2(d), (i), (j) or (k) of the Phase 1 DDA, then the Security and the Reversionary Security may, by request of the Executive Director of the Agency (the "**Executive Director**") and the subsequent resolution of the Agency Commission, be used by the Agency for completion of the Phase 1 Required Infrastructure.

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# Construction of Phase 1 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) Extensions.

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(i) <u>Requested Extensions</u>. Subdivider may request extensions of the time periods specified in <u>Section 1(a)</u> 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 this Agreement. The Director shall in good faith attempt to determine within such time whether an extension of time shall be granted. The Director's failure to respond within the time specified shall, however, not constitute either a grant or denial of the requested extension. The periods of time for performance under this Agreement shall be automatically extended for the period during which a request for an extension is pending a determination by the Director. The Director shall not unreasonably withhold, condition 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.

(ii) <u>Permit Processing</u>. The periods of time for performance under this Agreement shall be automatically extended for the period of time associated with permit processing, including, without limitation, permit processing by and obtaining permits and approvals from all agencies with jurisdiction over the Phase 1 Required Infrastructure.

(iii) <u>Unavoidable Delay</u>. The periods of time for performance under this Agreement shall be automatically extended for Unavoidable Delay (as defined in the Phase 1 DDA).

(iv) <u>Extensions Generally</u>. 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, the Phase 1 DDA or in the Plans and Specifications. No extension approved hereunder shall relieve the surety's liability under the Security or the Reversionary Security. A party requesting or claiming an extension of time for performance pursuant to this <u>Section 3(b)</u> 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.

(c) <u>Revisions to Plans and Specifications</u>. Requests by Subdivider for revisions, modifications or amendments to the approved Plans and Specifications (each, a "**Plan Revision**") shall be submitted in writing to the Director (or the Director's designee and, if requested by the Executive Director, to the Agency). Within ten (10) business days of receipt by the Director (or the Director's designee), the Director (or the Director's designee) shall in writing either (i) approve such proposed Plan Revision or (ii) deny such

W02-WEST:5JS\400102276.14 LEGAL US W # 60877684.10 proposed Plan Revision and state the reasons for such 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. The Director (or the Director's designee) shall approve proposed Plan Revisions which are substantially consistent with the Plans and Specifications, the Final Maps and the Phase 1 DDA. Construction of any proposed Plan Revision shall not commence without prior approval pursuant to this Section 3(c).

(i) Notwithstanding the foregoing, prior approval by the Director (or the Director's designee) of Plan Revisions and supplemental agreements with contractors (commonly referred to as "change orders") shall only be required for such Plan Revisions and change orders which (1) in any way materially alter the quality or character or expected future maintenance costs of the Phase 1 Required Infrastructure, (2) involve an amount equal to or greater than Two Hundred Thousand Dollars (\$200,000), (3) would result in aggregate change orders in excess of the budgeted contingency for construction costs; or (4) either change a line item by more than ten percent (10%) of the line item, transfer line items in excess of ten percent (10%) of the line item, the then Approved Budget (as that term is defined in Attachment 25 of the Phase 1 DDA).

(ii) If the proposed Plan Revision includes a change which will require a material change to the Infrastructure Plan set forth in Attachment 9 of the Phase 1 DDA (the "Infrastructure Plan"), 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). In such case, the Director shall in good faith attempt to consult with the Agency, the Agency Commission and/or the Board of Supervisors of the City, if required, and determine, within ten (10) business days of receipt of the proposed Plan Revision, whether to approve, conditionally approve or deny, in writing, the proposed Plan Revision. The Director's failure to respond within the time specified above, 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 Plan Revision, or may allow the Plan Revision to be performed by Subdivider, at Subdivider's own risk, pending final review and approval of the proposed Plan Revision, 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 (1) adequate security is still available (2) adequate other acceptable security has been provided or separate security is deemed unnecessary by the Director, or (3) additional security is provided, if the Security 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 Plan Revision.

(iii) Any Infrastructure Plan amendments or other related documentation required because of a Plan Revision shall be processed with reasonable

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promptness. Infrastructure Plan amendments may be processed separately or joined with other proposed amendments.

(iv) 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.

4. <u>Release of Security and Reversionary Security</u>. The Security and the Reversionary Security, as applicable, shall be released to Subdivider, or its successors in interest, or reduced, as follows:

(a) <u>Release of Security</u>.

(i) <u>One Year Warranty Bond</u>. Upon the Director's determination of completion of the Phase 1 Required Infrastructure in accordance with <u>Section 5(a)</u>, the Security shall be reduced to ten percent (10%) of the original amount thereof for the purpose of warranting repair of any defect in the applicable portion of the Phase 1 Required Infrastructure which occurs within the Warranty Period (as defined below); provided, however, if any claims by any contractor, subcontractor or person furnishing labor, materials or equipment to Subdivider have been filed against the City or the Agency, then the Security applicable to such Phase 1 Required Infrastructure shall be reduced to an amount equal to the greater of (i) the amount of all such claims filed or (ii) ten percent (10%) of the original amount.

(ii) <u>Partial Release of Security</u>. Notwithstanding the release provisions in <u>Section 4(a)</u>, upon the Director's determination of completion of a portion of the Phase 1 Required Infrastructure in accordance with <u>Section 5(a)</u>, the Security applicable to such Phase 1 Required Infrastructure shall be reduced to an amount determined by the Director that is not less than the greater of (i) the amount required to guarantee the completion of the remaining portion of the Phase 1 Required Infrastructure and any other obligation imposed by the Subdivision Map Act, the Code, this Agreement, the Phase 1 DDA or any other agreement relating to the completion of the Phase 1 Required Infrastructure or (ii) ten percent (10%) of the original amount of the Security.

(iii) <u>Release of Remaining Security</u>. The remaining Security shall be released when all of the following have occurred:

(A) One (1) year following the date of Acceptance (as defined in <u>Section 5(b)</u>) of the Phase 1 Required Infrastructure, or portion thereof, by the Board of Supervisors, or, with respect to street trees and park trees, following the expiration of the Warranty Period, or, with respect to any specific claim of defects or deficiency in the Phase 1 Required Infrastructure, one (1) year following the date that any such deficiency which the Director identified in the Phase 1 Required Infrastructure in accordance with <u>Section 4(a)</u> has been corrected or waived in writing; and

(B) the Clerk of the Board of Supervisors (or the Clerk's designee) certifies that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the Phase 1 Required Infrastructure have

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been filed against the City or the Agency within the Warranty Period, all such claims have been satisfied, withdrawn, or otherwise secured by bond or other security approved by the Director (or the Director's designee).

(b) <u>Release of Reversionary Security</u>. Upon the Director's determination of completion in accordance with <u>Section 5(a)</u> of the Phase 1 Required Infrastructure, or portion thereof, the Executive Director shall promptly request that the Director release the Reversionary Security applicable to such Phase 1 Required Infrastructure, or portion thereof, and the Director shall promptly comply with such request.

5. Completion and Acceptance.

(a) <u>Director's Inspection</u>. Promptly upon request from Subdivider for a completion determination, the Director shall reasonably determine whether the Phase 1 Required Infrastructure, or portion thereof, is ready for its intended use and is completed in substantial conformity with the Plans and Specifications and applicable City Regulations (as that term is defined in the Acquisition Agreement). If the Director determines that such Phase 1 Required Infrastructure (or portion thereof) reasonably satisfies such requirements, then the Phase 1 Required Infrastructure (or portion thereof) shall be deemed complete and the Director shall promptly provide notice thereof to Subdivider and the Agency. If the Director determines that such Phase 1 Required Infrastructure (or portion thereof) does not reasonably satisfy such requirements, then the Director shall promptly provide notice thereof including identifying with particularity the reasons therefor.

(b) <u>Acceptance</u>. "Acceptance" by the City of the Phase 1 Required Infrastructure, or portion thereof, for public use and maintenance shall be deemed to have occurred when:

(i) the Director has certified to the Board of Supervisors that the Phase 1 Required Infrastructure, or portion thereof, has been deemed complete in accordance with <u>Section 5(a)</u>; and

(ii) the Board of Supervisors accepts the Phase 1 Required Infrastructure, or portion thereof, for public use and maintenance, in accordance with the provisions of San Francisco Administrative Code Section 1.52.

(c) <u>Acceptance and Dedications</u>. The Final Maps include certain offers of dedication as more particularly set forth therein. The Board of Supervisors shall accept, conditionally accept or reject such offers of dedication, and shall also accept, conditionally accept or reject for public right of way and utility purposes the related City fee parcels and Phase 1 Required Infrastructure (or portions thereof) which are not included in such previous offers of dedication, by ordinance or other appropriate action upon the Director's determination in accordance with <u>Section 5(a)</u> of completion of the Phase 1 Required Infrastructure, or portion thereof. Subdivider will coordinate with the City and assist in the City's process for dedication and Acceptance of Phase 1 Required

-7-1819 Infrastructure by (i) providing necessary maps, legal descriptions and plats for street openings, 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 agreement documents consistent with the Conditions of Approval of the Tentative Map and the completion and Acceptance of the Phase 1 Required Infrastructure, including, as applicable, easements for emergency vehicle access and emergency exiting, public easements for those uses described in the master declarations and the declaration of restrictions, and public service easements for access by the City and for public utilities.

# 6. Maintenance of Phase 1 Required Infrastructure.

(a) <u>Maintenance Prior to Acceptance</u>. Prior to Acceptance, Subdivider shall be responsible for the maintenance and repair of the Phase 1 Required Infrastructure.

(b) <u>Maintenance Following Acceptance</u>. Following Acceptance, the City shall assume the responsibility of operating and maintaining the Phase 1 Required Infrastructure, or portion thereof. Without limiting the generality of the foregoing, nothing in this Agreement shall be construed to mean that Subdivider is responsible under the Security or the Reversionary Security following Acceptance for the repair, replacement, restoration, or maintenance of Phase 1 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 and/or the Reversionary Security.

# Warranty and Indemnity.

Warranty. Acceptance of Phase 1 Required Infrastructure, or (a) portion thereof, by the City shall not constitute a waiver of defects by the City or the Agency. Subdivider covenants that all Phase 1 Required Infrastructure constructed or installed by Subdivider shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year following the completion of the Phase 1 Required Infrastructure (or portion thereof) (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 Phase 1 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.

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(b) <u>Indemnity</u>. Pursuant to Section 17.1 of the Phase 1 DDA, the Agency and the City have been indemnified and held harmless from and against certain Losses (as defined in the Phase 1 DDA) arising out of, among other things, construction of the Infrastructure and agreements entered into by Subdivider in connection with its performance thereunder.

(c) <u>City and Agency Liability</u>. Neither the City nor the Agency shall be an insurer or surety for the design or construction of the Phase 1 Required Infrastructure pursuant to the 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 Phase 1 Required Infrastructure as specified in this Agreement, except as may arise due to the willful misconduct or omissions or the active negligence of the City or the Agency.

#### 8. <u>Other Items</u>.

(a) <u>Private Roadway Funding Mechanisms</u>. All private roadways shown on the Final Maps shall be constructed by the Vertical Developer (as defined in the Phase 1 DDA) of the applicable Lot (as defined in the Phase 1 DDA) and shall be operated and maintained pursuant to the terms of the Vertical DDA (as defined in the Phase 1 DDA) applicable to such Lot.

(b) <u>Storm Drain V-Ditch Maintenance Responsibility</u>. All storm drain V-ditches indicated in the as-built drawings for those certain plans titled "Hunters Point Shipyard Development Project, Parcel A' Grading and Retaining Walls" shall be maintained by the Agency and funding for such maintenance shall be provided by the Community Facility District.

(c) <u>Major Encroachment Permit</u>. All irrigation system conduits crossing streets indicated in the "Hunters Point Shipyard Development Project, Parcel A' Infrastructure" plans described in <u>Exhibit A-1</u> shall be owned and maintained by the tobe-formed home owners association(s) created in connection with the vertical development of the property shown on the Final Maps. Any portion of such irrigation system that encroaches upon City property by crossing the public roadway will be permitted pursuant to Subdivider's application for and processing of a major encroachment permit through DPW.

(d) <u>Post-Construction Stormwater Management Facility</u>. In connection with the future build-out of infrastructure for Parcel B', Subdivider will construct a permanent collection and treatment facility (the "**Permanent Storm Water Treatment Facility**") for treatment of post-construction storm water runoff from the Property. The Permanent Storm Water Treatment Facility will be constructed within Parcel B' or a location otherwise approved. In combination with other storm water treatment facilities within the Property, the Permanent Storm Water Treatment Facility shall provide a level a treatment for storm water runoff from the Property that is required under the City's Storm Water Management Plan, dated January 2004, or as may be subsequently revised or replaced to satisfy the requirements for coverage of the City's

-9-1821 separate storm sewer system under that certain General Permit for the Discharge of Storm Water from Small Municipal Separate Storm Sewer Systems WQO No. 2003-0005-DWQ ("**MS4 Permit**") issued by the State Water Resources Control Board, as determined by the SFPUC in coordination with the Regional Water Quality Control Board. Subdivider shall maintain and keep the interim post-construction storm water treatment facilities described in <u>Exhibit A-2</u> operational until the Permanent Storm Water Treatment Facility is operational and Accepted by the City.

9. Miscellaneous.

(a) <u>Final Map Recordation</u>. The City, in accordance with the Code, shall record the Final Maps 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 of the Final Maps. In the event either Final Map is not recorded, this Agreement shall be null and void.

(b) <u>Independent Contractor</u>. In performing its obligations under this Agreement, Subdivider is not an agent or employee of the City or the Agency.

(c) <u>Attorneys' Fees</u>. Should either party hereto institute any action or proceeding in court or other dispute resolution mechanism ("DRM") 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 court or DRM costs or 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 or DRM may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing party in such action or proceeding. Attorneys' fees under this <u>Section 9(c)</u> 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 incurred in connection with such action.

For purposes of this Agreement, reasonable fees of any in-house counsel for the Agency, the City or 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 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 Subdivider's in-house counsel, as employed by the outside counsel for Subdivider.

(d) <u>Notices</u>.

(i) A notice or communication under this Agreement by any 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:

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

Director of Public Works City and County of San Francisco 30 Van Ness Avenue, Suite 4200 San Francisco, CA 94102 Attn: Hunters Point Shipyard Phase 1 Project Manager Telefacsimile: (415) 581-2569

San Francisco Redevelopment Agency One South Van Ness, 5<sup>th</sup> Floor San Francisco, CA 94103 Attn: Hunters Point Shipyard Phase 1 Project Manager Reference: Hunters Point Shipyard Phase 1 Project Telefacsimile: (415) 749-7585

With copies to:

Office of the Mayor Office of Economic and Work Force Development City and County of San Francisco City Hall, Room 448 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Attn: Michael Cohen Reference: Hunters Point Phase 1 Project Telefacsimile: (415) 554-4058

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

San Francisco Redevelopment Agency One South Van Ness, 5<sup>th</sup> Floor San Francisco, CA 94103 Attn: General Counsel Reference: Hunters Point Shipyard Phase 1 Project Telefacsimile: (415) 749-7585

-11-**1823**  And in the case of a notice or communication to Subdivider at:

HPS Development Co., LP c/o Lennar Urban 49 Stevenson Street, Suite 600 San Francisco, CA 94105 Attn: Kofi S. Bonner Telefacsimile: (415) 995-1778

With copies to:

Sheppard, Mullin, Richter & Hampton LLP Four Embarcadero Center, 17th Floor San Francisco, CA 94111-4109 Attn: Robert A. Thompson Telefacsimile: (415) 434-3947

Paul, Hastings, Janofsky & Walker LLP 55 Second Street, 24th Floor San Francisco, CA 94105 Attn: Charles V. Thornton Telefacsimile: (415) 856-7101

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 Hunters Point Shipyard Phase 1 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.

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(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 envelope enclosing such request (if any) and the first page of such request, substantially the following words: "HUNTERS POINT SHIPYARD INFRASTRUCTURE: IMMEDIATE ATTENTION REQUIRED; FAILURE TO RESPOND COULD RESULT IN THE REQUEST BEING DEEMED APPROVED."

(e) <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, Subdivider shall be released from its obligations hereunder upon providing written evidence of a proper Assignment and Assumption Agreement. 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.

(f) <u>Interagency Cooperation Letter Agreement</u>. The City shall cooperate with Subdivider consistent with the terms of the Interagency Cooperation Letter Agreement dated February 11, 2005, including, without limitation, in obtaining applicable approvals required for the construction of the Phase 1 Required Infrastructure. The City shall use reasonable efforts to obtain the compliance by the Agency and affected City departments with the provisions of the Interagency Cooperation Letter Agreement as they affect the inspection and Acceptance by the City of Phase 1 Required Infrastructure.

(g) <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.

(h) <u>Parties in Interest</u>. 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 parties hereto 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 Agency, the City or Subdivider shall be for the sole and exclusive benefit of such parties.

(i) <u>Amendment</u>. This Agreement may be amended, from time to time, by written supplement or amendment hereto and executed by the City, the Agency and Subdivider. The Director is authorized to approve and 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. The Executive Director is authorized to approve and execute on behalf of the Agency any amendment that the Executive Director determines is in the Agency's best interests and is consistent with the terms of the Phase 1 DDA and the implementation thereof.

-13-1825 (j) <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original.

(k) <u>Interpretation of Agreement</u>. Unless otherwise provided in this Agreement, whenever approval, consent or satisfaction is required of Subdivider, the Agency 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. This Agreement shall in no way be construed to limit or replace any other obligations or liabilities which the parties may have under the Plan, the Plans and Specifications, the Phase 1 DDA, any permit to enter or any other agreement entered into in accordance therewith.

10. <u>Insurance</u>. At all times prior to Acceptance of the Phase 1 Required Infrastructure, Subdivider shall comply with the insurance requirements set forth in the Phase 1 DDA and as otherwise required by applicable City Regulations. Subdivider shall furnish to the Agency and the City, from time to time upon request by the Agency or the City's Risk Manager, a certificate of insurance (and/or, upon request by the Agency or the City's Risk Manager, a complete copy of any policy) regarding each insurance policy required to be maintained by Subdivider under the Phase 1 DDA and as otherwise required by applicable City Regulations.

# [REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Subdivider, the City and Agency have executed this Agreement as of the Effective Date.

Subdivider:

# HPS DEVELOPMENT CO., LP, a Delaware limited partnership

By:

CP/HPS Development Co. GP, LLC, a Delaware limited liability company, its General Partner

By:

Name: Kofi Bonner Authorized Representative Its:

# City:

Approved as to Form:

By: Name: Title: ` Deputy City Attorney

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California

By: Name: DE ARD D RETSKIN

Title: Director of Public Works

## Agency:

86-2008 adopted August 19, 2008

Approved as to Form:

By:

fy Name: James B. Morales Title: Agency General Counsel

Authorized by Agency Resolution No. REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic

By: Name: Title: Fr JTIVE

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# **EXHIBIT A-1**

### Infrastructure per Plans and Specifications

1. Improvement Plans and Specifications prepared by DMJM Harris entitled "Hunters Point Shipyard Development Project, Parcel A' Infrastructure – Wet Utility Permit Set" dated August 3, 2007 and approved by or on behalf of the Director, on August 14, 2007.

Estimated Cost: \$ <u>8,449,070.00</u>

2. Improvement Plans and Specifications prepared by DMJM Harris entitled "Hunters Point Shipyard Development Project, Parcel A' Infrastructure – Joint Trench Permit" dated July 31, 2008 and approved by or on behalf of the Director, on July 31, 2008.

Estimated Cost: \$3,451,177.36

3. Improvement Plans and Specifications prepared by DMJM Harris entitled "Hunters Point Shipyard Development Project, Parcel A' Infrastructure – Infrastructure Permit" dated September 22, 2008 and approved by or on behalf of the Director, on September 24, 2008.

Estimated Cost: \$ 7,027,246.98

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## EXHIBIT A-2

# **Interim Facilities**

4. Maintenance of Interim Subdrain Pump Stations pursuant to Improvement Plans and Specifications prepared by DMJM Harris entitled "Hunters Point Shipyard Redevelopment Project Hillside Temporary Pump Station" dated May 24, 2007 and "Hunters Point Shipyard Redevelopment Project Hilltop Temporary Pump Station" dated May 27, 2007 and approved by the City of San Francisco Department of Building Inspection and as may be set forth in an easement agreement between Subdivider and the Agency.

Estimated Cost: \$10,000

2. Maintenance of temporary Donahue Storm Drain and the existing 8" water line for Navy service as depicted on drawings by \_\_\_\_\_\_ dated \_\_\_\_\_\_ until permanent facilities are completed and accepted by the City.

Estimated Cost: \$40,000

3. Installation and maintenance of fossil filters at storm water inlets in Parcel A (more specifically, the Hilltop Parcel within Parcel A). Work shall also include the removal of said filters where necessary when the Permanent Storm Water Treatment Facility is installed and operational.

Estimated Cost: \$35,000



# EXHIBIT A-3

# **Future Facilities**

1. Open Space Improvements pursuant to that certain Open Space Schematic Design Package Approved by the Agency Commission on October 7, 2007 (Resolution No. III-2007), but subject to staff review and approval of the subsequent submittal and construction permit.

# Estimated Cost: <u>\$4,002,556.00</u>

2. The Community Facilities Parcels on Parcel 55E, along Galvez Avenue to have improvements pursuant to certain plan "Conceptual Design, Galvez Avenue Improvements" dated April 16; 2007 prepared by Winzler and Kelly. Also provide for permanent utilities for IAM and Building 110 and Building 101, including but not limited to Attachment 23 of the DDA, sec. 1.2.

Estimated Cost: \$1,566,605.00

3. Conceptual S-Curve roadway and utility improvements pursuant to that certain KCA Engineers plan dated as of February 19, 2008.

Estimated Cost: \$3,370,000.00

4. Pocket Parks as shown to be constructed with vertical development phase and maintained until Acceptance by the City pursuant to that certain Phase 1 DDA.

Estimated Cost: \$1,231,316.00

5. Subdivider to cooperate with the Agency in the placement of driveways and utilities in conjunction with the Agency developments in accordance with the Agency reply to HPS Development's July 23, 2007 letter to the Agency.

Estimated Cost: Not Applicable

6. Permanent Storm Water Treatment Facility in accordance with <u>Section 8(d)</u> of the Agreement and as generally shown on drawing by ENGEO dated November 21, 2006.

Estimated Cost: \$1,156,938.00

7. Galvez Steps as generally shown on drawing by CMG Landscape Architects dated December 21, 2006.

Estimated Cost: <u>\$567,212.15</u>

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## EXHIBIT B-1

# Form: Faithful Performance Bond Hunters Point Shipyard Phase 1 Required Infrastructure

Whereas, the Board of Supervisors of the City and County of San Francisco, State of California, and **HPS Development Co., LP** (hereafter designated as "<u>Principal</u>") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Hunters Point Shipyard Phase 1 Public Improvement Agreement, dated \_\_\_\_\_\_, 200\_, and identified as Phase 1 Required 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 \_\_\_\_\_\_, as Surety ("<u>Surety</u>"), are held and firmly bound unto the **City and County of San Francisco** (hereafter called "<u>City of San</u> <u>Francisco</u>") in the penal sum of \_\_\_\_\_\_ Dollars (\$\_\_\_\_\_) 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.

B-1-1 1831 In witness whereof, this instrument has been duly executed by Principal and Surety on , 200

# "PRINCIPAL"

# **"SURETY"**

HPS DEVELOPMENT CO., LP, a Delaware limited partnership,

By: CP/HPS Development Co. GP, LLC, a Delaware limited liability company, its General Partner

By:	· ·	•
Name:		
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#### EXHIBIT B-2

# Form: Labor and Material Bond Hunters Point Shipyard Phase 1 Required Infrastructure

Whereas, the Board of Supervisors of the City and County of San Francisco, State of California, and **HPS Development Co., LP** (hereafter designated as "<u>Principal</u>") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Hunters Point Shipyard Phase 1 Public Improvement Agreement, dated \_\_\_\_\_\_, 200\_, and identified as Hunters Point Phase 1 Required Infrastructure is hereby referred to and made a part hereof; 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 ("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 (\$ ), 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.

B-2-1 1833 In witness whereof, this instrument has been duly executed by Principal and Surety on , 200 .

# "PRINCIPAL"

# "SURETY"

HPS DEVELOPMENT CO., LP, a Delaware limited partnership,

By: CP/HPS Development Co. GP, LLC, a Delaware limited liability company, its General Partner

By:			•		
Name:		•		• •	
Title:	<u></u>				

		•		•		
By:		1	•			 
Its:	· .				 	
Address	s: .			•	 	
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Facsimile:

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# FIRST AMENDMENT TO HUNTERS POINT SHIPYARD PHASE 1 PUBLIC IMPROVEMENT AGREEMENT

This FIRST AMENDMENT TO HUNTERS POINT SHIPYARD PHASE 1 PUBLIC IMPROVEMENT AGREEMENT (this "First Amendment") is entered into as of October 14, 2011 (the "Effective Date"), by and among the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California (the "City"), the REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, exercising its functions and powers and organized and existing under the Community Redevelopment Law of the State of California (together with any successor public agency designated by or pursuant to law, the "Agency"), and HPS DEVELOPMENT CO., LP, a Delaware limited partnership ("Subdivider").

# RECITALS

A. The City, the Agency and Subdivider entered into that certain Hunters Point Shipyard Phase 1 Public Improvement Agreement, dated as of July 21, 2009, with respect to the subdivision of the Property described therein (the "Original Agreement"). Except as specifically defined herein, capitalized terms shall have the meanings given in the Original Agreement.

B. Under the Original Agreement, Subdivider agreed, among other things, to complete construction of the Phase 1 Required Infrastructure and provide certain security therefor, all as more particularly described in the Original Agreement.

C. Paragraph 3 of Exhibit A-3 to the Original Agreement included within the Phase 1 Required Infrastructure construction of "S-Curve roadway and utility improvements pursuant to that certain KCA Engineers plan dated as of February 19, 2008" (the "S-Curve"). In accordance with the Original Agreement, for the completion of the S-Curve Subdivider posted Security for the benefit of the City and Reversionary Security for the benefit of the Agency, each in the sum of \$3,370,000 (the "S-Curve Security" and the "S-Curve Reversionary Security", respectively).

D. CP Development Co., LP, a Delaware limited partnership and the Agency entered into that certain Disposition and Development Agreement (Candlestick Point and Phase 2 of the Hunters Point Shipyard) dated for reference purposes as of June 3, 2010 (as amended and supplemented from time to time, the "CP/HPS2 DDA"), which provides for the elimination from the Phase 1 Required Infrastructure of the S-Curve and instead provides for, among other things, construction to widen Innes Avenue and Donahue Street.

E. In lieu of constructing the S-Curve, Subdivider is willing to provide the land for the widening of Innes Avenue and Donahue Street.

F. On or about the Effective Date, the City, the Agency and Subdivider will execute and deliver a Notice of Special Restrictions (the "NSR"), under which Subdivider is anticipated to provide the City with an Irrevocable Offer (as defined in the NSR) for the Offered Property (as defined in the NSR), all as more particularly set forth therein. G. The City, the Agency and Subdivider now desire to amend the Original Agreement on the terms set forth herein to provide for the removal of the S-Curve from the Phase 1 Required Infrastructure and to accordingly release the S-Curve Security and the S-Curve Reversionary Security.

# AGREEMENT

NOW THEREFORE, for good and valuable consideration, the amount and sufficiency of which are hereby acknowledged, Subdivider, the Agency and the City agree as follows:

1. <u>Removal of S-Curve</u>. Paragraph 3 of Exhibit A-3 to the Original Agreement is hereby deleted in its entirety and "Intentionally Deleted." shall be inserted in lieu thereof.

2. <u>Release of Security and Reversionary Security</u>. Notwithstanding Section 4 of the Original Agreement, the Director, on behalf of the City, agrees to immediately release the S-Curve Security and provide Subdivider with written confirmation thereof and the Agency hereby directs the Director to release the S-Curve Reversionary Security and provide Subdivider with written confirmation thereof.

3. <u>Failure to Record Irrevocable Offer</u>. The Parties acknowledge and agree that the Agency and/or the City shall be permitted to withhold any Site Improvement Permit for all or any portion of Lot 1 and Lot B as shown on that certain map entitled "Final Map 4231" recorded in the Official Records of the City and County of San Francisco on August 12, 2009 as Document No. I815396 and in Book CC of Survey Maps at pages 165 through 175, inclusive, until such time as Subdivider has provided the Irrevocable Offer in accordance with the NSR.

4. <u>Miscellaneous</u>.

(a) <u>Counterparts</u>. This First Amendment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which together shall constitute one and the same instrument. Delivery of this First Amendment may be effectuated by hand delivery, mail, overnight courier or electronic communication (including by PDF sent by electronic mail, facsimile or similar means of electronic communication). Any signatures delivered by electronic communication shall have the same legal effect as manual signatures.

(b) <u>Confirmation of Original Agreement: Conflicts with Original</u> <u>Agreement</u>. As modified hereby, the Original Agreement remains in full force and effect. In the event of any conflict between the provisions of this First Amendment and the Original Agreement, the provisions of this First Amendment shall prevail.

(c) <u>Governing Law</u>. This First Amendment shall be construed and governed in accordance with the laws of the State of California, without regard to the laws pertaining to conflicts of laws.

## [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

LEGAL US\_W # 68823873.2

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IN WITNESS WHEREOF, Subdivider, the City and Agency have executed this First Amendment as of the Effective Date.

# Subdivider:

# HPS DEVELOPMENT CO., LP, a Delaware limited partnership

By:

CP/HPS Development Co. GP, LLC, a Delaware limited liability company, its General Partner

By: Name: Kofi Bonner

Authorized Representative Its:

# City:

Approved as to Form:

By: Name Elamin Title: Deputy City Attorney

CITY AND COUNTY OF SAN FRAMEISCO, a municipal corporation of the State of California

Bv: Name: Mohammes Na Ma

Title: Director of Public Works

## Agency:

86-2008 adopted August 19, 2008

Approved as to Form:

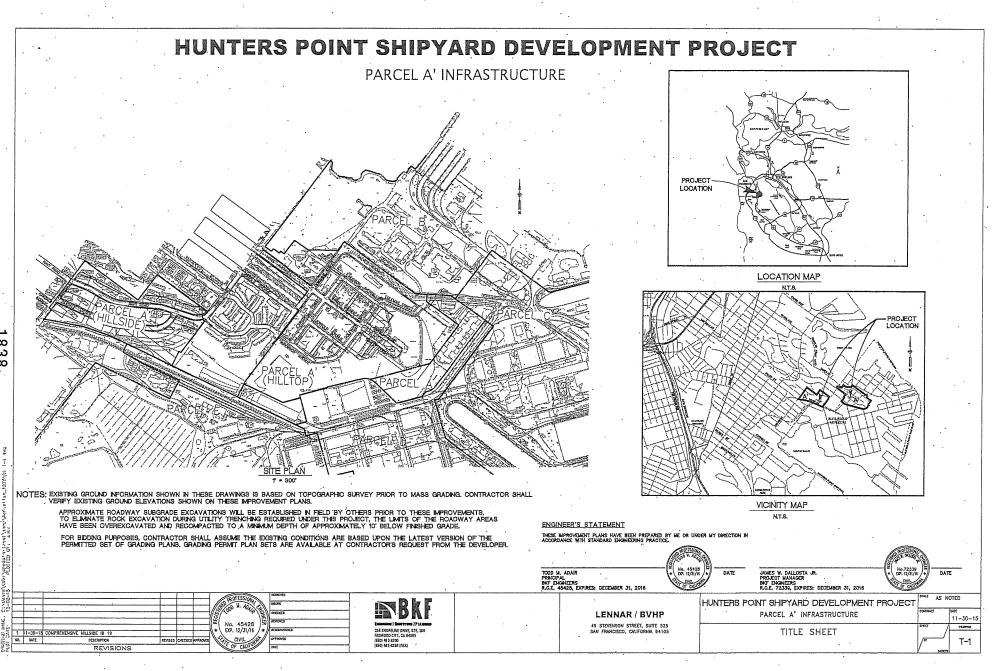
By: L'Name James B. Morales

Title: Agency General Counsel

Authorized by Agency Resolution No. REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic,

By Name: Tiffany/Bohee

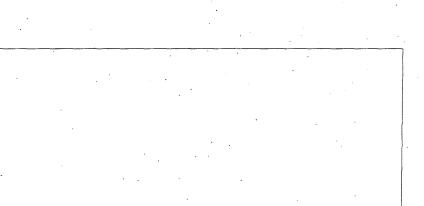
Title: Executive Director



SHEET I	O. DRAWING D	WG. NO.	SHEET NO.	DRAWING	DWG. NO.	SHEET NO.		DWG.
1	TITLE SHEET	* T-1	46	ROADWAY LAYOUT - GRIFFITH STREET - 'GR' STA 8+35 TO 9+75	L-18	92	CONSTRUCTION DETAILS - CURB RAMP DETAILS - HILLSIDE AREA	* CD
2	INDEX SHEET	* I-1	47	MATERIAL PLAN - NAVY ROAD - 'NV' STA 50+00 TO 55+00	M-1	93	CONSTRUCTION DETAILS - DRIVEWAY & LANDING DETAILS - HILLSIDE AREA	CD
3	INDEX SHEET	* 1-2	. 48	MATERIAL PLAN - NAVY ROAD - 'NV' STA 55+00 TO 59+00	M-2	94	CONSTRUCTION DETAILS - DRIVEWAY & UANDING DETAILS - HILLSIDE AREA	CC
4	INDEX SHEET	1-3	49	MATERIAL PLAN - NAVY ROAD - 'NV' STA 59+00 TO 62+00		95	CONSTRUCTION DETAILS - CURB RAMP DETAILS - HILLSIDE AREA -	· * CI
5	GENERAL NOTES, ABBREVIATIONS AND LEGEND	* GN-1		OAKDALE AVENUE - 'OK' STA 20+25 TO 23+37.94	м-3	96	CONSTRUCTION DETAILS - CURB RAMP DETAILS - HILLSIDE AREA	* CI
6	GENERAL NOTES, ABBREVIATIONS AND LEGEND	* GN-2	50	MATERIAL PLAN - NAVY ROAD - 'NV' STA 62+00 TO 65+27.30	M4	97	CONSTRUCTION DETAILS - CURB RAMP DETAILS - HILLSIDE AREA	* ct
_7	EIR MITIONTION MEASURES	*-EIR1	51	MATERIAL PLAN - OAKDALE AVENUE - 'OK' STA 10+00 TO 14+50	M-5	98	CONSTRUCTION DETAILS - CURB RAMP DETAILS - HILLSIDE AREA	CI
	EIR MITIONTION MEASURES	*	52	MATERIAL PLAN - OAKDALE AVENUE - 'OK' STA 14+50 TO 20+25	м—б	99	CONSTRUCTION DETAILS CONSTRUCTION DETAILS HILLSIDE AREA	c
_0	ER MITIGATION MEASURES	*- <u>EIR-3</u>	53	ROADWAY PROFILE - NAVY ROAD - 'NV' STA 50+03.84 TO 59+00	* P11	-100	TYPICAL CROSS SECTIONS	
	HAUL ROUTE PLAN	-un	54	ROADWAY PROFILE - OAKDALE AVENUE - 'OK' STA 10+14.03 TO 19+50	* P-12	100	TYPICAL CROSS SECTIONS	* x
-++	DEMOLITION/DECONSTRUCTION PLAN INNES AVENUE	* 511	55	ROADWAY PROFILE - NAVY ROAD - 'NV' 59+00 TO 65+27.30	* P-13	-102	TRAFFIC CONTROL PLAN STAGE 1A	
-12		*-014	56		* P-14	-102		, × 7
	DEMOLITION/DECONSTRUCTION PLAN			ROADWAY PROFILE - OAKDALE AVENUE - 'OK' STA 19+50 TO 23+37.94			-TRAFFIC-CONTROL PLAN - STAGE 1D	
-13	DEMOLITION/DECONSTRUCTION FLANNAWROAD		57	ROADWAY PROFILE - LA SALLE AVENUE - 'LA' STA 10+00 TO 11+14	• * P-15	104	TRAFFIC CONTROL PLAN STAGE 10	
	UTILITY DEMOLITION - PARCEL A HILLTOP	* UDM1	58	ROADWAY PROFILE - GRIFFITH STREET - 'GA' STA 8+35.47 TO 13+61.78	P-16	105	TRAFFIC CONTROL PLAN STAGE 1	
-15	UTILITY DEMOLITION PARCEL A HILLTOP	*-UDM-2	59	CONSTRUCTION DETAILS - ROADWAY DETAILS	* CD-1	196	TRAFFIC-CONTROL PLAN - STAGE 1	*-7(
-16	SURVEY CONTROL HILLTOP AREA	<u>*-sγ</u> 1	60	CONSTRUCTION DETAILS - ROADWAY DETAILS	CD-1A	107	TRAFFIC CONTROL PLAN STAGE 2	*-T(
17	SURVEY CONTROL - HILLSIDE AREA	* SV-2	51	CONSTRUCTION DETAILS - ROADWAY DETAILS	CD-1B	100	TRAFFIC CONTROL PLAN STAGE 2	
	KEYMAP AND LINE INDEX - ROADWAY LAYOUT	*	62	CONSTRUCTION DETAILS - ROADWAY DETAILS	CD1C	. 109	TRAFFIC CONTROL PLAN - STAGE 2	*7(
19	ROADWAY LAYOUT - INNES AVENUE - '11' STA 51+35.41 TO 57+67.47	• L-1	63	CONSTRUCTION DETAILS - ROADWAY DETAILS	CD-1D	110	TRAFFIC CONTROL PLAN ENTIRE HILLTOP AREA ROAD CLOSURE	¥¥(
-20		*-P	54	CONSTRUCTION DETAILS - CURB RAMP DETAILS	* CD-2	111	TRAFFIC CONTROL PLAN - STAGE C - ENTIRE HILLSIDE ROAD CLOSURE	· • T
-21		* <del>t-2</del>	. 65	CONSTRUCTION DETAILS - CURB RAMP DETAILS	* CD24	112	PAVEMENT DELINEATION & SIGNAGE PLAN	* P
-22		<del>«.р2</del>	55	CONSTRUCTION DETAILS - CURB RAMP DETAILS.	* CD-2B	+13	PAVEMENT-DELINEATION & SIGNAGE PLAN-	*-PI
-23	ROADWAY LAYOUT - CALVEZ AVENUE - '01' STA 59+80.96 TO 71+50	* <del>t-3</del>	-67	CONSTRUCTION DETAILS ROADWAY PROFILE ORIFFITH STREET	*-00-3		PAYEMENT DELINEATION & SIGNAGE PLAN	P
-24	ROADWAY LAYOUT - KIRKWOOD AVENUE - KIK' STA 10+00 TO 15+00	* <del></del>	68	CONSTRUCTION DETAILS - DEMOLITION PLAN - GRIFFITH STREET	* CD-4	+15	PAVEMENT-DELINEATION & SIGNAGE PLAN - HILLTOP AREA	
-25	ROADWAY PROFILE	. р. <u>.</u> з	69	CONSTRUCTION DETAILS - DEMOLITION PLAN - CRISP/GRIFFITH STREET	* CD-4A	116	PAVEMENT DELINEATION & SIGNAGE PLAN - HILLSIDE AREA	* P(
-26	ROADWAY LAYOUT COLEMAN STREET CM-STA 15+00 TO 22+25	<u>در ج</u>	-70	-CONSTRUCTION DETAILS KIRKWOOD, COLEMAN , FRIEDELL, & JERROLD AVI		++7	CURB MARKING PLAN HILLTOP AREA	*-P(
-27		•.p	-74	-CONSTRUCTION DETAILS		118	CURB MARKING PLAN - HILLSIDE AREA	* PC
-20		<u>+-</u> -6	~79	CONSTRUCTION DETAILS - INNES CT.	* CD7	119	UTILITY PLAN - LEGEND, ABBREVIATION AND GENERAL NOTES	U-
-29	ROADWAY PROFILE COLEMAN STREET 'CM' STA 22+25 TO 28+55-73	-p	-73	CONSTRUCTION DETAILS NAVY RD. & OAKDALE ST.	*-cn8		UTILITY LATERALS KEY PLAN HILLTOP AREA	U
-70	ROADWAY LAYOUT - FRIEDELL STREET 'FR' STA 10+00 TO 18+38.35	L	-74	CONSTRUCTION DETAILS - NAVY RD. & OAKDALE ST.	*_009	101	UTILITY LATERALS KEY PLAN - HILLSIDE AREA	<i>u</i>
	ROADWAY PROFILE - FRIEDELL STREET 'FR' STA 10+00 TO 10+30.35		75	CONSTRUCTION DETAILS	* CD-10	122		
-10-			. 76	CONSTRUCTION DETAILS	* CD-11		UTILITY PLAN HILLTOP SYSTEM MAP / SHEET LAYOUT	
33			77	CONSTRUCTION DETAILS	* CD-11A		UTILITY PLAN LOW - PRESSURE WATER HILLTOP SYSTEM MAP	
			78	CONSTRUCTION DETAILS	CD-11B		UTILITY PLAN	
-34			79	CONSTRUCTION DETAILS	* CD-12		UTILITY PLAN SANITARY SEWER HILLTOP SYSTEM MAP	. U.
-35		ч <del>р-8</del>	.00	CONSTRUCTION DETAILS	*- <u>CD13</u>		UTILITY PLAN STORM-DRAIN HILLTOP SYSTEM-MAP	υ.
-36		L 10	00		••	-	UTILITY KEY PLAN - HILLSIDE SYSTEM MAP	- U-
37	ROADWAY PROFILE JERROLD AVENUE 'JR' STA 10+00 TO 14+48.94	- <del></del>		CONSTRUCTION DETAILS	* CD-14	128	UTILITY PLAN - LOW PRESSURE WATER - HILLSIDE SYSTEM MAP	U-
-38		- <del>L-11</del>	82	CONSTRUCTION DETAILS - CURB RAMP DETAILS - HILLSIDE AREA	* CD-15	129	UTILITY PLAN - RECLAIMED WATER - HILLSIDE SYSTEM MAP-	U-
39	ROADWAY PROFILE INNES COURT 'D' STA 10+00 TO 19+17.20	<del>-P-10</del>		CONSTRUCTION DETAILS - CURB RAMP DETAILS - HILLSIDE AREA	CD-15A	130	UTILITY PLAN COMBINED SEWER HILLSIDE SYSTEM MAP	U-
40	ROADWAY LAYOUT - NAVY ROAD - 'NV' STA 50+00 TO 55+00 *	·L-12	•	CONSTRUCTION DETAILS - CURD RAMP DETAILS - HILLTOP AREA	*-ED16	131	UTILITY-PLAN HUDSON AVE	
41	ROADWAY LAYOUT - NAVY ROAD - 'NV' STA 55+00 TO 59+00 *	L-13		CONSTRUCTION DETAILS CURD RAMP-DETAILS HILLTOP AREA	<del>CD_17</del>	132	UTILITY PROFILE	<del>U</del>
42	ROADWAY LAYOUT - NAVY ROAD - 'NV' STA 59+00 TO 52+00		-86	CONSTRUCTION DETAILS	*-CD18	133	UTILITY PLAN INNES AVE MAIN STREET "I" STA 53+75 TO 57+67:47-	——
	OAKDALE AVENUE - 'OK' STA 20+25 TO 23+37.94 *	L-14	-87	CONSTRUCTION DETAILS CURB RAMP DETAILS HILLTOP AREA	*-CD-19	134	UTILITY PROFILE INNES AVE MAIN STREET "I" STA 53+75 TO 57+67.4	, <del>7U</del>
43	ROADWAY LAYOUT - NAVY ROAD - 'NV' STA 62+00 TO 65+27.30	L-15	-88	CONSTRUCTION DETAILS GURD RAMP DETAILS HILLTOP AREA	*-CD-20	435	UTILITY PLAN	
44		L16	-89	CONSTRUCTION DETAILS		+36	UTILITY PROFILE	
45		L-17	-90	CONSTRUCTION DETAILS CURD RAMP DETAILS HILLTOP AREA				
* DRAWIN	IGS THAT COMPRISE THE INFRASTRUCTURE PERMIT SET		91	CONSTRUCTION DETAILS - CURB RAMP DETAILS - HILLSIDE AREA	• CD-23		· · · · · · · · · · · · · · · · · · ·	
	OROFESS(QU) . DOCORD					· .		ND SCALE
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137	UTILITY PLAN - INNES CT. "B" STA 10+00-T0-19+17:20		UTILITY DETAILS .	UD-6	226	PLANTING PLAN KIRKWOOD AVE.	*-PL-
<del>138</del>		- 183	UTILITY DETAILS	UD-7	227	PLANTING PLAN	*-PL
139	UTILITY PROFILE OALVEZ AVE "D" STREET U-12-	184	UTILITY DETAILS	UD8	<del>228</del> ———	PLANTING PLANCOLEMAN ST.	*-PL
140	UTILITY-PLAN & PROFILE - DONAHUE STREET	185	UTILITY DETAILS	UD-9	229	PLANTING PLAN FRIEDELL ST.	*-P[
141	UTILITY PLAN	186	UTILITY DETAILS	UD-10	230	PLANTING PLAN	*_p
142	UTILITY-PROFILE	- 187	UTILITY DETAILS	UD-11	231	PLANTING PLAN INHES AVE.	*-P[
143	UTILITY PLAN JERROLD -AVENUE		UTILITY DETAILS	UD-12	232	PLANTINO PLAN - JERROLD AVE.	*-PL
144	UTILITY PROFILE JERROLD AVE	- +89	STREET LIGHT LAYOUT HILLTOP AREA	*-SL1	233	PLANTING PLAN INNES-CT.	*-PL-
+45		- <del>190</del>	STREET LIGHT LAYOUT HILLSIDE AREA	<del>-* St-:2</del>	234	PLANTING PLAN - HILLSIDE STREETSCAPE	* PL
++6		- <del>191</del>		E0:1	235	PLANTING PLAN - HILLSIDE STREETSCAPE	PĹ-
447	UTILITY PLAN - COLEMAN ST. "CM" STA 15+00-TO-22+25 U-20	- <del>192</del>	ELECTRICAL SWITCHOEAR DETAIL PLAN		236	PLANTING PLAN - NAVY & OAKDALE AVE	* PL-
148	UTILITY PROFILE - COLEMAN ST. "CM" STA 15+00 TO 22+25 U-21	- <del>193 -</del>	ELECTRICAL-SWITCHOEAR DETAIL PLAN HILLSIDE		237	PLANTING PLAN - NAVY & OAKDALE AVE.	PL-
143	UTILITY-PLAN - 1 COLEMAN ST "CM" STA 22+25 TO 29+72.89 U 22	- 194	JOINT-TRENCH-DETAILS	<del></del>	238	PLANTING PLAN - NAVY & OAKDALE AVE.	PL-
- <u>+50</u>		- <del>195</del>	JOINT-TRENCH DETAILS	<del> 0.5</del>	239	PLANTINĢ PLAN — NAVY & OAKDALE AVE.	* PL-
451	UTILITY PROFILE	- <del>196</del>	JOINT TRENCH DETAILS	E0.6	240	PLANTING DETAILS - HILLSIDE	. * PL-
452	UTILITY PLAN	- <del>197</del>	JOINT TRENCH-DETAILS	—— <del>E 0.7</del>	· <del>241</del>	OALVEZ AVENUE STAIRS	
153		- <del>198</del>	JOINT TRENCH DETAILS		242	OALVEZ AVENUE STARWAY - LANDSOAPE OETAILS	èpL
154	UTILITY PLAN DONATIVE ST. "D" STA 104+00 TO 114+00	- 199	JOINT TRENCH-DETAILS	<u>E-0;9</u>	243	GALVEZ AVENUE STAIRWAYLANDSCAPE DETAILS	*-Pt
455	UTILITY PROFILE	- <del>200</del>	JOINT TRENCH-DETAILS		244	IRRIGATION NOTES AND LEGEND	* PL-
156	UTILITY PLAN - LA SALLE AVE	201	JOINT TRENCH-STREET GROSSING DETAILS	E-0.11	245	IRRIGATION PLAN INNES AVE.	*-PL:
157	UTILITY PROFILE - LA SALLE AVE. U-30	202	JOINT TRENCH STREET CROSSING DETAILS		246	IRRIGATION PLAN BONNIUE ST.	PE
158	UTILITY PROFILE - LA SALLE LOW PRESSURE WATER PROFILE DETAIL U-30A	203	JOINT TRENCH-STREET-CROSSING DETAILS		247	IRRIGATION-PLAN- COLEMAN ST. & GALVEZ AVE. STAIRWAY	*-PL:
159	UTILITY PLAN - NAVY RD "NV" STA 59+00 TO CONFORM U-31	204	JOINT TRENCH STREET CROSSING DETAILS		<del>248</del>	IRRIGATION FLAN - KIRKWOOD AVE.	
	- OAKDALE AVE "DK" STA 19+50 TO 23+37.94	205	JOINT TRENCH STREET CROSSING DETAILS	<del></del>	249	IRRIGATION PLAN COLEMAN ST.	
· 160	UTILITY PROFILE - NAVY RD "NV" STA 59+00 TO 65+26.42 U-32	206	JOINT TRENCH AND STREET CROSSING DETAILS		<del>250</del>	IRRIGATION-PLAN - COLEMAN ST.	*-P <u></u>
-161	UTILITY PROFILE NAVY RD, - LOW PRESSURE WATER PROFILE DETAIL		CONDUIT SCHEDULES + HILLTOP	E0.18	251	IRRIGATION PLAN - FRIEDELL ST.	*-PL
162	UTILITY PLAN - NAVY RD, - 'NV" STA 50+00 TO 59+00 U-33	208	CONDUIT SCHEDULES		-252	IRRIGATION PLAN	*-PL-
163	UTILITY PROFILE - NAVY RD "NY" STA BEGIN TO 59,+00 U-34	209	CONDUIT SCHEDULES HILLSIDE AND HILLTOP		253	IRRIGATION PLAN - INNES-AVE	*-PL!
164	UTILITY PLAN - OAKDALE AVE "OK" STA 10+00 TO 19+50 U-35	210	CONDUIT SCHEDULES - HILLTOP		254	IRRIGATION PLAN - JERROLD AVE.	
165	UTILITY PROFILE - OAKDALE AVE, - "OK" STA 10+00 TO 19+50 . U-36	211		E1	255	IRRIGATION PLAN - INNES CT.	*-PL
166	UTILITY PROFILE - OAKDALE AVE "OK" STA 19+50 TO END U-37	212	12 KV SINGLE LINE DIAGRAM HILLISIDE	E-2	256	IRRIGATION PLAN - HILLSIDE STREETSCAPE	* PL-
167	UTILITY PROFILE - GRIFFITH ST "GR" STA BEGIN TO 104+00 U-38	<del>213</del>	POWER-DISTRIBUTION-LAYOUT HILLTOP-AREA	<del></del>	257	IRRIGATION PLAN - HILLSIDE STREETSCAPE	PL-
168	UTILITY PLAN - OAKDALE AVE STA 10+00 TO END U-39	214	ELEGTRICAL DETAIL PLAN	<del></del>	258	IRRIGATION PLAN - HILLSIDE STREETSCAPE	* PL-
169	UTILITY PROFILE - OAKDALE AVE STA 10+00 TO 17+00 U-40	215	POWER DISTRIBUTION LAYOUT HILLSIDE AREA		259	IRRIGATION PLAN - HILLSIDE STREETSCAPE	PL-
170	UTILITY PROFILE - OAKDALE AVE STA 17+00 TO END U-41	216	DTIS CONDUIT LAYOUT HILLSIDE AREA	E-5	260	IRRIGATION PLAN - HILLSIDE STREETSCAPE	* PL-
171		- 217	DTIS CONDUIT LAYOUT HILLSIDE AREA	<del></del>	261	IRRIGATION PLAN - HILLSIDE STREETSCAPE	PL-
<del>172</del>	UTILITY PROFILE	- <sup>2</sup> 218	SERVICE TO LIGHTING FOLE, IRRIGATION CONTROLLER;	E7	262	IRRIGATION SCHEDULES	• PL-
173	UTILITY PROFILE		AND COMCAST - HILLTOP AREA		263	IRRIGATION DETAILS	* PL-
174	UTILITY PLAN - WATER LINE-WORK-IN-THE VICINITY OF HUDSON AVE., GALVEZ AVE., U-45	- 219	SERVICE-TO-LIGHTING-POLE, IRRIGATION CONTROLLER,		264 .	IRRIGATION DETAILS	PL-
	AND DONATIVE ST.				265	IRRIGATION-DETAILS	
175	UTILITY LAYOUT DETAILS PRIVATE STREETS "A"-AND-"D"				<del>266</del>	IRRIGATION DETAILS	Pt
176 ····	UTILITY LAYOUT DETAILS HUDSON ALLEY "D" STREET	221	JOINT TRENCH COMPOSITE HILLSIDE AREA		267	IRRIGATION DETAILS	PL
177	UTILITY DETAILS UD-1	. 222	PLANT MATERIAL MATRIX	*-PL01	268	AT&T DRAWING, NEW SUDDIVISION FTTP (1 OF 1) -RO/EST No. 5778718	
17B	UTILITY DETAILS UD-2	223	PLANTING-PLAN		269		
B 179	UTILITY DETAILS UD-3	223-	PLANTING PLAN - DONAHUE ST.	-+ PI-03	<del>270 —</del>	- ATAT DRAWING, SUBDIVISION HILLION TTTP (1 OF 3)-RO/EST-No. 5778710	
180	UTILITY DETAILS UD-4	225	PLANTING PLAN - COLEMAN ST. & GALVEZ AVE. STAIRWAY		270	And Divinition and Divinition framework from (1 of 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	
181	UTILITY DETAILS	220 ,	* DRAWINGS THAT COMPRISE THE INFRASTRUCTURE PERMIT SET				
	PROFESSION DUDING					HUNTERS POINT SHIPYARD DEVELOPMENT PROJECT	NO SCALE
\$ <b> </b>				IAR / BVHP		PARCEL A' INFRASTRUCTURE	0472
				ION STREET, SUITE 52: SCO. CALIFORNIA 8410		SECT	11-3
1 1-JD-15 COL	SUPREHENSIVE HILLSIDE IB 19 KERNALLSIDE IB 19			.O. CALIFORNIA \$410	05	INDEX SHEET	
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HEET NO	0. DRAWING	DWG. NO.		· · ·	· · ·					<u></u>	 •		
271	AT&T-DRAWING, SUBDIVISION HILLTOP-FTTP (2-0F-3)-RO/EST No. 5770710	······											
272	AT&T ORAWING, SUBDIVISION HILLTOP FTTP (3-OF 3) RO/EST-No. 5778718								•				
273	AT&T DRAWING, SUBDIVISION HILLTOP FTTP (1 OF 3)-RO/EST No. 5789215	<u> </u>							•				
274 <sup>i</sup>	ATAT DRAWING, SUBDIVISION HILLTOP FTTP (2 OF 3)-RO/EST No. 5789215		· · ·						•				
275	AT&T DRAWING, SUBDIVISION HILLTOP FTTP (3 OF 3) RO/EST No. 5789215												
276	COMCAST DRAWING									•		•	
277	COMEAST DRAWING HILLSIDE												
276	SWITCHGEAR EQUIPMENT AND CONDUIT PLAN	······································							•				·
279 -	FOUNDATION PLAN FOR SWITCHISEAR	·····											
280	JOINT TRENCH INTENT PLAN	JT1.0											
281	JOINT TRENCH GENERAL NOTES AND DETAILS	JT2.0							•				
282	JOINT TRENCH SECTIONS AND DETAILS	JT3.0											
283	JOINT TRENCH INTENT PLAN	JT4.0											
284	JOINT TRENCH INTENT PLAN	JT5.0		· ·									
285	JOINT TRENCH INTENT PLAN	JT6.0 .											
86	SFPUC ELECTRIC PLANS - INSTALL 12KV UNDERGROUND SUBSTRUCTURE SYSTEM												
287	SFPUC ELECTRIC PLANS - 12KV PRIMARY CIRCUIT MAP	E2.0		••									
88	SFPUC ELECTRIC PLANS - 12KV DISTRIBUTION SYSTEM SINGLE LINE	E3.0	'										
89	SFPUC ELECTRIC PLANS - INSTALL 12KV UNDERGROUND SUBSTRUCTURE SYSTEM			•				•			•		
90	SFPUC ELECTRIC PLANS - INSTALL 12KV UNDERGROUND SUBSTRUCTURE SYSTEM										÷		
91	. SFP.UC ELECTRIC PLANS - INSTALL 12KV UNDERGROUND SUBSTRUCTURE SYSTEM												
92 93	STREET LIGHTING GENERAL NOTES AND DETAILS STREET LIGHTING GENERAL NOTES AND DETAILS	SL1.0 SL2.0											
94	STREET LIGHTING GENERAL NOTES AND DETAILS	SL2.0 SL3.0										•	
95	STREET LIGHTING PLAN	SL3.0 SL4.0										·	
96	DEPARTMENT OF TELECOMMUNICATIONS AND INFORMATION SERVICES	DT1.0						•					
	SUBSTRUCTURE PLAN												
97	DEPARTMENT OF TELECOMMUNICATIONS AND INFORMATION SERVICES	DT2.0											
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98	DEPARTMENT OF TELECOMMUNICATIONS AND INFORMATION SERVICES	DT3.0						• .					
	SUBSTRUCTURE PLAN												
99	DEPARTMENT OF TELECOMMUNICATIONS AND INFORMATION SERVICES SUBSTRUCTURE PLAN	DT4.0						·					
00	PG&E GAS CONSTRUCTION PLANS - TITLE SHEET AND GENERAL NOTES	1					•						
01	PG&E GAS CONSTRUCTION PLANS - GAS DESIGN PLAN	2											
02	PG&E GAS CONSTRUCTION PLANS - DETAILS AND BILL OF MATERIAL	3											
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		<b>BKF</b>	LENNAR / BVHP	HUNTERS POINT SHIPYARD DEVELOPMENT PROJECT PÀRCEL A' INFRASTRUCTURE	EDITRACT DATE 11-30-15
30-1: MTC	COMPREMENSIVE HILLIDE ID 19 ECONTROL DI 19 ESCONTROL INC. 19 ESCONT	Zostruma () haverna () Fuxumina 255 strotejuke (niver, str. 200 Retrovido Ciri, c. A seos 1550 452 4509 1559 452 4509 (r.A.)	49 STEVENSON STREET, SUITE 525 SAN FRANCISCO, CALIFORNIA 94105	INDEX SHEET	ржкт <u>ржикио</u> /9 <sup>6</sup>  3.
	REVISIONS OF CAME ONE		· ·	,	

#### GENERAL NOTES:

- THESE DRAWINGS REPRESENT THE GENERAL DESIGN INTENT TO BE IMPLEMENTED ON THE SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE ENGINEER AND THE OITY AND COUNTY OF SAN FRANCISCO FOR ANY ADDITIONAL CLARIFICATION NECESSARY TO ACCOMMONATE ECONOMIONS OR DETAIL 1.
- COORDINATE AND OTHERWISE INTEGRATE WORK WITH THAT OF OTHERS IN AN EFFICIENT, CRATSMANLIKE AND TMELY LANNER SO AS TO PROVIDE THE CITY WITH A WELL CONSTRUCTED, EASILY JANNARDE PROJECT. 2
- AT ALL THAES, BE' SOLEY AND COMPLETELY RESPONSIBLE FOR STE CONDITIONS ONEINE THE COURSE OF CONSTRUCTION OF THIS PROJECT, MOLIDING OFFENT OF ALL PERFORM ON ANY MORENNE FOLLOWED THE CONTRACTOR SHALL OFFEND NUMBERNY AND ROUD HARALESS THE CITY AND OWNER AND THERE EMPLOYEES THOM LABLITY, REAL OR ALLEGED. IN CONNECTION WITH THE PERFORMANCE OF YORK ON THIS PROJECT.
- CONFRIM CROUND ELEVATIÓNS AND OVERALL TOPOGRAPHY OF THÉ STE PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL FRED DIRENSIONS AND ELEVATIONS SHOWN IN THE PLASS AND SHALL NOTIFY EXCREMENT AND OUT AND COLUMT OF SAU FRANCESCO DF ANY DISCRETANCIES FOR CORRECTIVE ACTION PRIOR TO PROCEEDING WITH THE HORK. DEVIDENTIAL OF ANY DEVIDENT AND COLUMN THAT AND ANY THAT SHOWN ON THESE PLANS WHOM LAY REQUIRE CHANGES IN DESIGN AND/OR AFTECT EARTHWORK QUANTITIES.
- COMPARE ALL PLANS FOR CONTORNANCE WITH LAYOUT DIMENSIONS AND ELEVATIONS. ANY DISGREPANCIES SHALL BE BROUCHT TO THE ATENTION OF THE ENGNEER AND CUTY OF SAM FRANCISCO PRIOT DI PROCEEDING WITH THE WORK NOTIFY DRIMINER AND CUTY AND COUNTY OF SAM FRANCISCO PRIOT TO PROCEEDING WITH THE WORK NOTIFY CONTINUES BROKEPHACIES BETMECH THE FRANK AND SPECIFICATIONS ARE DEDINITION. • 5.
- REVIEW THE CONSTRUCTION PLANS FOR ADJACENT WORK, ROADWAY, PUBLIC ACCESS, A RAIL FACILITIES PRIOR TO STARTING WORK, BRING ANY CONFLICTS OR ISSUES TO THH ATTENTION OF THE ENGINEER AND THE CITY AND COUNTY OF SAN FRANCISCO.
- VERIFY LOCATIONS AND ELEVATIONS OF EXISTING FACILITIES TO WHICH NEW FACILITIES WILL CONNECT PRIOR TO COMMENCING WORK SO THAT, IF NECESSARY, ADJUSTMENTS WAY BE MADE TO PROVIDE FOR SWOOTH CONFORMS AND TRANSITIONS.
- PROTECT AND/OR REPLACE MONUMENTS WITHIN PROJECT AREA. CONTACT COSF DPW-BSM MAPPING DANSICH AND REFERENCE MONUMENTS AS REQUIRED BY THE COUNT SURVFOR PRICE TO DISTURBANCE. DO NOT DESTROY ANY PERMANENT SURVEY MONUMENT WITHOUT THE CONSENT OF THE ENGINEER AND THE COUNT SURVEYOR. ANY PERMANENT MONUMENTS OR POINTS DESTROYED SHALL BE REPLACED BY A LICENSED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE AND IN COMPLIANCE WITH THE PROVISIONS OF THE SURVEYOR'S ACT.
- RESTORE ALL WALLS, FENCES, SERVICES, UTILITES, IMPROVEMENTS OR FEATURES DAMAGED DUE TO THE CONTRACTOR'S WORK TO THEIR PRE-EXISTING CONDITION. REPLACEMENT OF SUCH MARROYEMENTS SHALL BE I'R NEW CONSTRUCTION. EXCEPT WHERE THE ENGINEER REQUESTS REUSE OF EXISTING WATERALS. 9.
- 10, FINISHED PAYING AND GRADING INCLUDES ADJUSTING RIMS OF WANHOLES, VALVE BOXES, PULL BOXES, METER BOXES AND ALL JUNCTION STRUCTURES TO FINISHED GRADE.
- IMMEDIATELY NOTIFY ENGINEER AND THE CITY AND COUNTY OF SAN FRANCISCO OF ANY UNANTICIPATED CONDITIONS WHICH ARE ENCOUNTERED, IN ORDER TO DETERMINE IF DESIGN CHANGES ARE REQUIRED. 11.
- 12. AS-BUILT DRAWINGS SHALL BE PROVIDED IN ACCORDANCE WITH SPECIFICATIONS SECTION 01720
- . KEP TRAFTIC DISRUPTION TO A MINIMUM DURING CONSTRUCTION, ALL LAVE CLOSURES AT ROAD CROSSINGS SHALL BE COORDINATED BEFOREHAND WITH THE ENDIREER. INFORM APPLICABLE POLICE, THE AND EMERGENCY ACELICIES 48 HOURS PRIOR. TO PROPOSED LAVE OR STREET COOSURES. EXACT TINNE OF THESE CLOSURES SHALL BE AS DETERMINED BY THE 13. ON STALL CUSURES. CALL IMANG OF THESE CUSURES STALL BE AS DELEMANDED OF TH EVANDER, OFFINI STREET CLOSURE PERMIT, BEFORE DEALOYIN/DECONSTRUCTION OR CONSTRUCTION BEGINS, PROVIDE A STREET CLOSURE PLAN TO CITY OF SAN FRANCISCO FOR REVEW AND APPROVAL. THIS MAY BE DONE EINER AHEAD OF OR IN CONJUCTION WITH THE APPLICATION FOR THE STREET CLOSURE PERMIT.
- 14. DURING CONSTRUCTION ACROSS PRNATE DRIVEWAYS, PROVIDE ALTERNATE OR TEMPORARY ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
- INFORM THE ENGINEER AND THE CITY AND COUNTY OF SAN FRANCISCO AND THE INSPECTION 15. NORM THE ENGINEER AND THE CHT AND COUNTY OF SAN FRANCISCO AND THE INSPECTION Accessor for Norke Redurings Becklun, Inspection at Lesst Three (33) Working days prior to courrecturing of Such Work, the engineer and reduce Work france without Redurings Inspection of De Relayoed Sand Refraced at The Oriection of the Exciseer, Redural, and Replacedent of this Work Small be performed at No Cost and WTH No Fereic To Coursections Schedule.
- THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITY PIPELINES OR STRUCTURES SHOWN ON THESE PLANS WERE OFTAINED BY INSPECTION OF AVAILABLE RECORDS AND, IN SOME CRSCs, BY FELD, SUMPER, APPROVAL, OF THESE PLANS BY THE EXPANSILE DOES NOT ONE DISTINCT OF APPROVAL, OF THESE PLANS BY THE EXPANSILE DOES NOT ONE DISTINCT OF NOTIONAL OF THESE PLANS BY THE EXPANSILE DOES NOT ONE DISTINCT OF NOTIONAL THE ADDRESS OF A DISTINCT OF A DISTINCT BY ADDRESS AND THE PLANS. THE ADDRESS OF ADDRESS OF ADDRESS OF ADDRESS BUT ARE KANNET TO EXIST WITHIN THE PROJECT RACK YERRY LOCATIONS AND ELEVATIONS AND ELEVATIONS OF DISTINCT DISTINCT THE PLANS CONSTRUCTION AND LOCATE, PROTECT, AND WATER, ALS RESTING UTILIES WHETHER ON NOT THEY ARE, SHOWN ON THE DANS OF DISTING UTILIES PRODE TO BEDINING CONSTRUCTION AND LOCATE, PROTECT, AND WATER ALS RESTING UTILIES WHETHER ON NOT THEY ARE SHOWN ON THE DANS 15
- PRIOR TO CONSTRUCTION, CONTACT THE UTILITY COMPANIES INVOLVED AND REDUEST VISUAL VERIFICATION OF LOCADIONS OF THEIR UNDERROUND FACILITIES, THE UTILITY COMPANIES AND REMERENS OF THE UNDERROUNDE SERVICE ALER (U.S.A.) ON CALL PROCENAL NOTIFY LEMERENS OF U.S.A. AT LEAST THREE (3) YORKING DAYS IN ADVANCE OF PERFORMING EXCANZION WORKS OF CALLING F1.

REVISED CHECKED

ROFESSION ...

No. 45428 EXP. 12/31/16

THE OF CALLED

- COORDINATE WITH NOMIDUAL UTUITY COMPANIES FOR ANY RELOCATION OF UTUITIES BY OTHERS, GNE THE CITY AND NOMIDUAL UTUITY COMPANIES SUFFICIENT ADVANCE NOTICE (A NUMBUR) OF THE NORKING DAYS TO FERUIT THE WORKES TO RELOCATION OF NUMBURS UNDER THIS CONTRACT, PAVOR AND CONCEPTE WORK WILL BE PASSED TO ACCOMUDDE THE WORK BY OTHERS, PROOF TO START OF WORK, FILL BE PASSED TO ACCOMUDDE NEW OTHERS, PROOF TO START OF WORK, FILL BE PASSED TO ACCOMUDDE WORK IS IN PROGRESS OR COMPLETED, COST FOR COORDINATION WITH UTUITY COMPANIES IS NOLUDED IN THE VANOUS BIT FILLS. 15.
- PRIOR TO PLACING CURB, SIDEWALK, ASPHALT CONCRETE, SUBBASE OR PASE MATERIAL, ALL UNDERGROUND FACILITIES WITHIN THE RIGHT OF WAY SHALL BE INSTALLED, BACKFILL SHALL BE COLPLETED, AND THE FUBLIC WORKS DEPARTMENT'S CONSTRUCTION DIVISION SHALL BE NOTHED BY EACH UTLITY COMPANY WITH FACILITIES WITHIN THE WORK AREA THAT THE 19. HAS SATISFACTORILY PASSED THE LITILITY'S ACCEPTA

20.

- Couply with all federal, state. County and City Laws and ordnances and requiring of the generatizet of industrial relations, 0.51A, 0.41, 0.53A, N.P.O.E.S. and industrial accord consission relating to the safety and character of the work, equipment and personnel.
- COMPLY WITH FEDERAL STATE, CITY AND COUNTY CLEAN WATER PROCRAMS AND USE BEST MANAGEMENT PRACTICES DURING CONSTRUCTION TO PREVENT STORWHATER POLLUTION AT OR FROM PROJECT SITE, DISCHARGE OF ANY SUBSTANCES, MATERAL, OR WASTE OTHER TRAN UNCONTAMINATED WATER WITH THE STORM DRAN SYSTEM IS PROMEINED. THE REGIONAL WATER DUALITY CONTROL BOARD (RWOCB) HAS STRONG ENFORCEMENT POWERS INCLUDING
- COLEY WITH BAGAIN CLEAN AR PROGRAME AND USE BEST MANAGEMENT PRACTICES DURING CONSTRUCTION TO PROVENT AR POLLITION AT OR FROM FROMET STC. PROVIDE DUST CONTROL FOR THE RETRE PROVETS TO ALL THES. STF SHALL BE SPRINGED AS INCOSTANT TO PROVENT OUST MISJANCE. IN THE EVANT THE CONTRACTOR NECLECIS TO USE ADQUATE WASHIES TO CONTROL OUST, THE CITY RESERVES THE RIGHT TO THE CONTRACTOR. 22.
- 23. PROVIDE STORM WATER POLLUTION PREVENTION PROGRAM (SWPPP) AND STORM DRAINAGE BEST MANAGEMENT PRACTICES (BMP) FOR APPROVAL BY THE CITY AND THE ENGINEER NOT LESS THAN TWO VEKES PRIOR TO THE START OF AMY WORK.
- 74 THE CONTRACTOR IS HEREBY NOTIFIED THAT SERPENTINE ROCK WAY BE PRESENT AT THE PROJECT SITE. FOLLOW PROCEDURES OUTLINED IN SECTION 02170 AND ELSEWHERE IN THE SPECIFICATIONS AND PLANS, UPON ENCOUNTERING SUCH WATERIAL
- DEVIC & DECONSTRUCT WORK IS INDICATED HEREIN ON SHEETS DM-1 AND DM-2. 25. UTILITY DEMOLITION IS INDICATED ON SHEETS UDM-1 AND UDM-2.
- 25. BASE REPAIR WAY BE REQUIRED IN THE AC OVERLAY AREAS, IDENTIFYING ALL SUCH AREAS SHALL BE MADE BY THE RESIDENT ENGINEER.
- add a stamp on the top face of the curb directly over a utility service that is not yet operational. This stamp shall be placed in accordance with the provisions in the city of same framesco experimentations section 202.05 and 307.05. The following are the stamps to be used: 77.
- UJUGE.THE FOLLOWING AND THE STAMPS ID BE USLIF STAMP THE LETTER TO OVER THE STOAK DRAW HUNG SERVICE LATERAL STAMP THE LETTER TO OVER THE STOAK DRAW HUNG SERVICE LATERAL STAMP THE LETTER TO OVER THE USL HUS SERVICE LATERAL STAMP THE LETTER TO VOER THE RECLANADE WATER LINE SERVICE LATERAL STAMP THE LETTER TO VOER THE SAMTARY SERVICE HUNG SERVICE LATERAL STAMP THE LETTER TO VOER THE LOW PRESSURE HUNG SERVICE LATERAL STAMP THE LETTER TO VOER THE LOW PRESSURE HUNG SERVICE LATERAL STAMP THE LETTER TO VOER THE LOW PRESSURE HUNG SERVICE LATERAL STAMP THE LETTER TO VOER THE LOW PRESSURE HUNG SERVICE LATERAL

- TERMS CITY, COUNTY, CITY & COUNTY, COSF ETC, INTERCHANGEABLE, 28.
- FOR EMERGENCY ACCESS, EXISTING STREET SIGNAGE SHALL BE WANTAINED UNTIL RELOCATION OR ALTERNATE SIGNAGE IS PROVIDED OR RELIVANL IS AUTHORIZED BY THE CITY IN ACCORDANCE WITH APPLICABLE UNES, ANY CHANGEST OT THE SIGNAGE, ANY ADDIGNAL SIGNAGE, OR ANY PHYSICU, CHANGES (INSTALLATION OF BARRIES, ETC.) THAT AFTERT THE EXISTING NETWORK FOR PEDESTAINA JAN DEVICULTUR ACCESS WORLS BY ERPORTED MANDBATT TO:
- SFPD COMMUNICATIONS, 850 BRYANT STREET, ROOM 455, SAN FRANCISCO, CA 94103, ATTN: ECD OPERATIONS SUPERVISOR: PHONE: (415) 558-3680 FAX: (415) 558-3278 AND
- SÁN FRANCISCO FIRE DEPARTMENT, HEADQUARTERS, 698 SECONO STREET, SAN FRANCISCO, CA ATTN: MANAGER OF INFORMATION SYSTEMS; PHONE: (415) 558-3680 FAX: (415) 558-3279 AND
- SAN FRANCISCO FIRE DEPARTMENT, HEADQUARTERS, 508 SECOND STREET, SAN FRANCISCO, CA ATTN: BATTALION CHIEF OF COMMUNICATIONS; PHONE: (415) 558-3830
- A UNIT OF A COMPLETE OF A COMPLETED, RESEARCH (11) SEA 3330 ALL UTILY TATUES AND RESEARCH E CONSTITUTE PARE TO RADOWN ANEMATS, CHEES, DREINKY CUTS TO ACCESS PRIVES STRETES AND CONTROL AND DEPRIVAS, DREINKS, BIOTOR ENCE AND TASKS INCESSTRETS, AND CONTROLED DEPRIVAS, DREINKS, BIOTOR ENCE AND TASKS INCESSTRETS, AND CONFILTED, UNIT, ALL UTILY, RADOWN, AND VERICAL IMPROVEMENTS HAVE EEEN COMPLETED, UNIT, ALL UTILY, RADOWN, AND VERICAL IMPROVEMENTS HAVE EEEN COMPLETED, UNIT, ALL UTILY, RADOWN, AND VERICAL IMPROVEMENTS HAVE EEEN COMPLETED, UNIT, ALL UTILY, RADOWN, AND VERICAL IMPROVEMENTS HAVE EEEN COMPLETED, UNIT, ALL UTILY, RADOWN, AND VERICAL IMPROVEMENTS HAVE EEEN COMPLETED, MARCHARDS HAVE BEEN COMPLETED, NISERS AND HEADS WILL BE INSTALLED AT A LATER TIME. 30.
- THESE PLANS GIVEN THE COMPLETE RECOMPLETE NORMEMENTS FOR THE DEVELOPMENT OF MACDL A' INVESTMENTICHTE. THIS INCLUDES: 1. AAST BD ITEMS 2. ADDITE BD ITEMS DI : DUMANG STRAIL DAWN GOTLORGIN 3. ADDITE BD ITEMS DI : DUMANG STRAIL DAWN STRAIL GLAUES STANS DAWNS ROKIT-OF-WAY UNC. (GLAUES STANS DAWNSCHWAR AND RERATION STRETUS. 31.

  - NOT INCLUDED IN THIS ADDITIVE BID ITEM) 4. ADDITIVE BID ITEMS NO: 3 CALVEZ AVENUE SIDEWALK IMPROVEMENTS ON PARCEL B.
  - SEE SPECIFICATION SECTIONS 00410 AND 01025

- 10 SCALE PLANS ARE AVAILABLE TO SHOW THE DETAILS AND INFRASTRUCTURE INSTALLATION AT THESE LOCATIONS INCLUDING: 16.5 WIDTH LOTS ALONG AVID AND KIRKWOOD AND A REPRESENTATIVE SECTION OF 25 WIDTH LOTS ALONG AVID ROAD. 32.
- NO EXCAVATION WORK TO BE PERFORMED ON WAYY PROPERTY, WITHOUT PRIOR APPROVAL FROM THE NAVY 33

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PAGE 7

FILE NO. 87.181

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1-7541 REV

#### REFERENCED STANDARD PLANS REFERENCED STANDARD PLANS CITY & COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS, BURFAU OF ENGINEERING STANDARD PLANS, DATED APRIL 2007 (SEE PLAN FOR REVISION DATES) STREETS AND HIGHWAYS STD. PLAN AZOA FILE NO. DESCRIPTION STD. PLAN A24A STD. PLAN A24A TRENCH PAVEMENT RESTORATION (7/82, REV 2 1/85) STD. PLAN A200 STD. COLD PLANING & RESURFACING (4/87, REV 4/07) STO PLAN A740 STANDARD CURBS (4/07) STD. PLAN A24F STANDARD COMBINED CURB AND PARKING STRIP OR GUTTER (4/07) 87.171 REV. 1 DRIVEWAY CONSTRUCTION (4/07, REV 12/12) STANDARD CONSTRUCTION JOINTS FOR CONCRETE SIDEWALK AND CURB (4/07) B7,173. 55,017 REV.4 STANDARD CURB RAMP PLANS AND GENERAL NOTES-(9/86, REV. 6/13) DETECTABLE SURFACE LAYOUT DETAILS AND NOTES (11/02, REV. 6/13) 55.017.1 REV. 55.018.3 REV.0 SINGLE CURB RAMP PLANS (1/04) 55 D18 4 REV D LANDSCAPED PATHWAYS AND MEDIAN RAMPS (1/04) STEEL REINFORCED BARS FOR SIDEWALK CONSTRUCTION (9/13) PARKING/PASSENG DISABILITY ACCESS CODE QUICK SHEETS LOADING ZONES CITY AND COUNTY OF SAN FRANCISCO REV. 5/17/99

#### HYDRAULICS

	DESCRIPTION		
	PRECAST CONCRETE MANHOLE FOR 12" AND 24" SEWERS (4/07)	DIAMETER	
	STANDARD CONCRETE CATCH BASIN WITH CURB II IRON TRAP (4/07)	ilet and c	AST
	30" MANHOLE FRAME AND COVER (4/07)		
	TYPICAL INSTALLATION OF BUILDING SEWER AND $(4/07)$	NDE SEWER	:
	ABANDONMENT OF EXISTING SIDE SEWER (4/07)	•	
4	LOCATION OF SIDE SEWER TRAP AND VENT IN RE CURB LINE (5/B7)	FERENCE T	0

#### SAN FRANCISCO PUBLIC UTILITIES COMMISSION STANDARD PLANS, DATED OCTOBER 2005 (SEE PLAN FOR REVISION DATES)

FILE_NO,	DESCRIPTION
-4959R REV 1	STANDARD PLAN FOR DUCTILE IRON PIPE MAIN INSTALLATIONS $(2/15)$
4-1240-24 REV 3	1" & 2" LONG SERVICE RENEWAL (10/05)
-1240-28 REV 3	1 & 2 LONG SERVICE RENEWAL (10/05)

	DESCRIPTION			
Ø.	DELANN			
ā1)	CHERED	<b>ENDR</b>	•	LENNAR / BVHP
۳),		Processing   Description   Playment	•	49 STEVENSON' STREET, SUITE 525
·//	RECONVENCES	255 SMORELINE DRIVE, BTE, 200		SAN FRANCISCO, CALIFORNIA 94105
11	APPROVED	REOWOOD CITY, CA \$4055		
'		(550) 402-6300		

NONE HUNTERS POINT SHIPYARD DEVELOPMENT PROJECT PARCEL A' INFRASTRUCTURE 11-30~15 provence GENERAL NOTES, ABBREVIATIONS AND LEGEND GN-1

STATE OF CALIFORNIA

TYPICAL DETAILS

DEPARTMENT OF TRANSPORTATION

STANDARD PLANS, 2010 FOITION

PAVEMENT WARKING ARROWS

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

PAVEMENT MARKERS AND TRAFFIC LINES

PAVELENT MARKINGS AND WORDS

PAVEMENT MARKING SYMBOLS- AND NUMBERS

PAVEWENT WARKINGS WORDS AND CROSSWALKS

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INFIGURAL.

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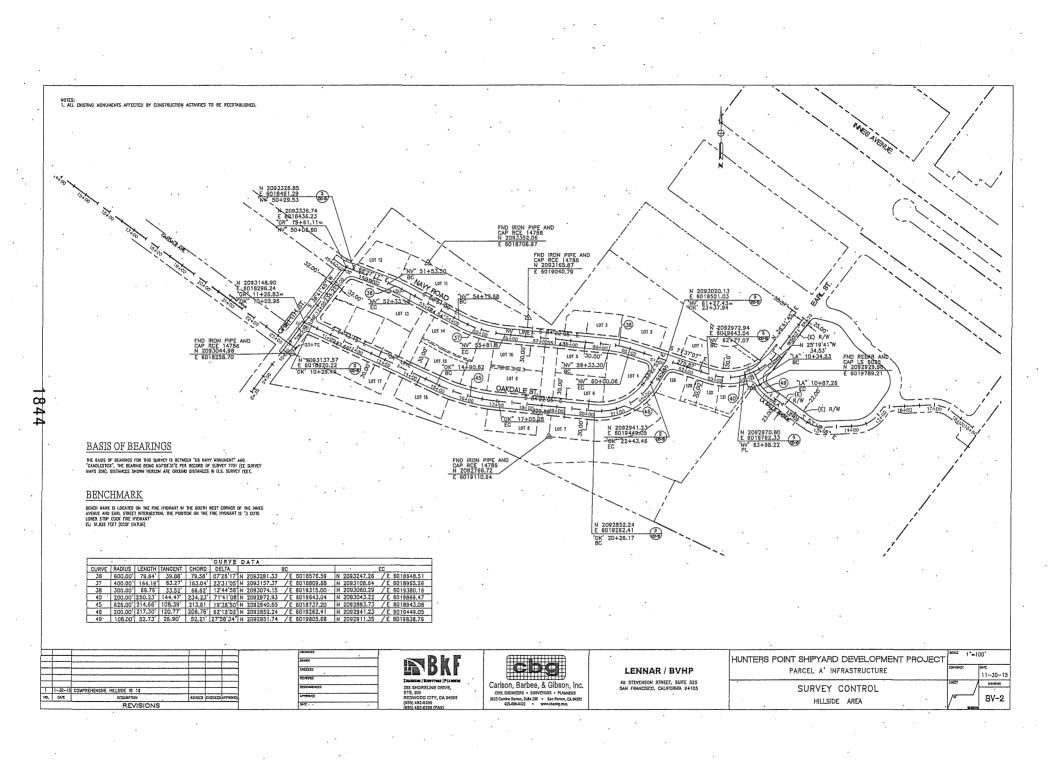
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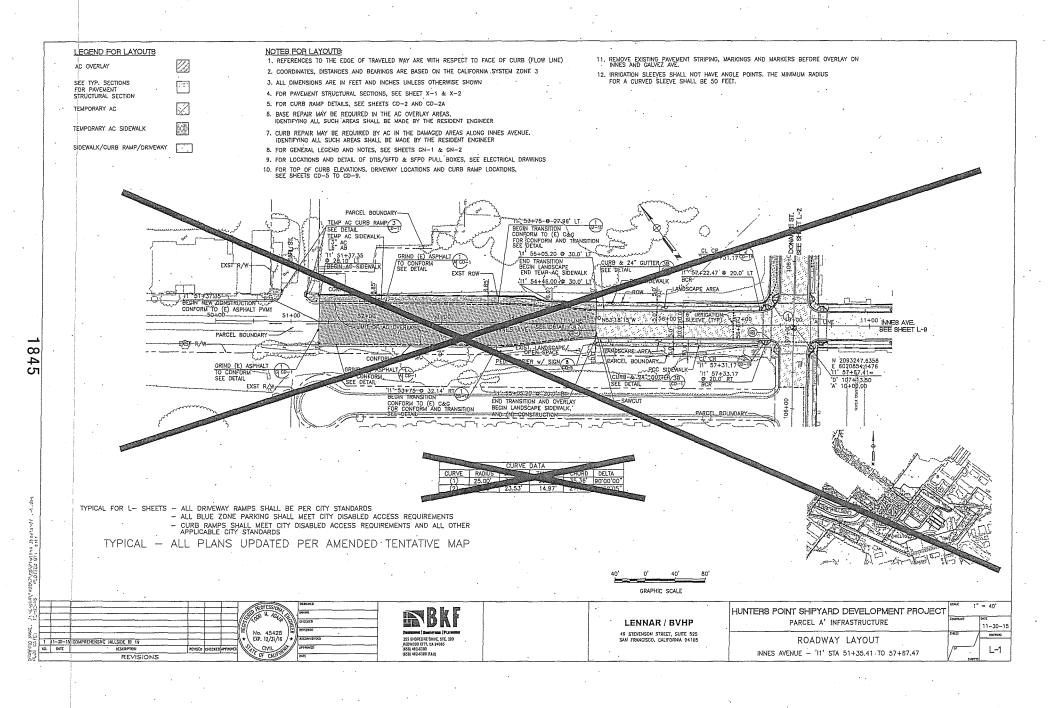
1 1-30-15 COMPREHENSIVE HILLSIDE IB 19

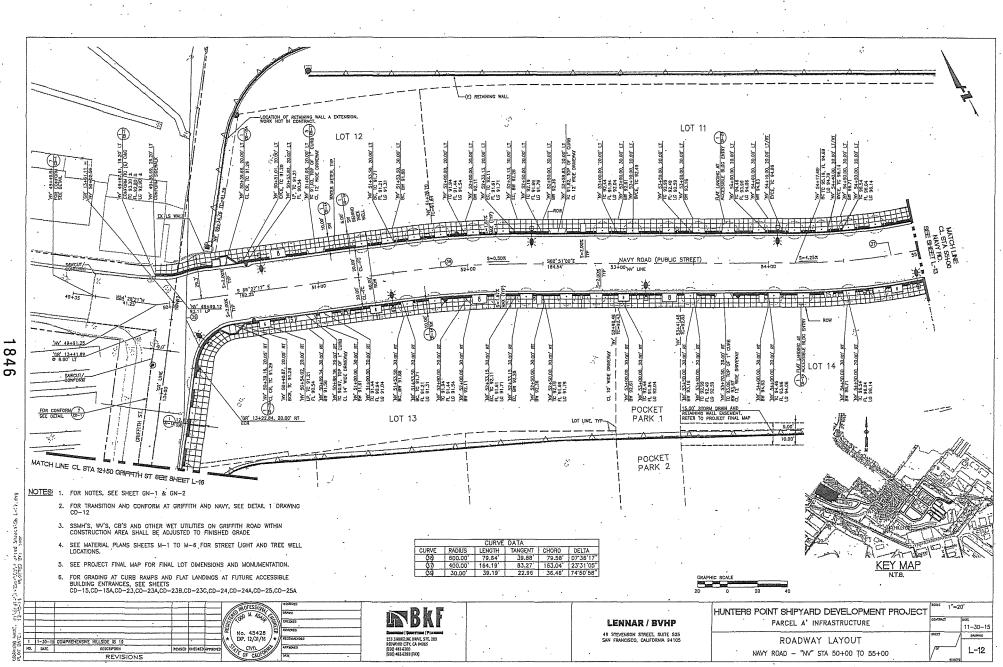
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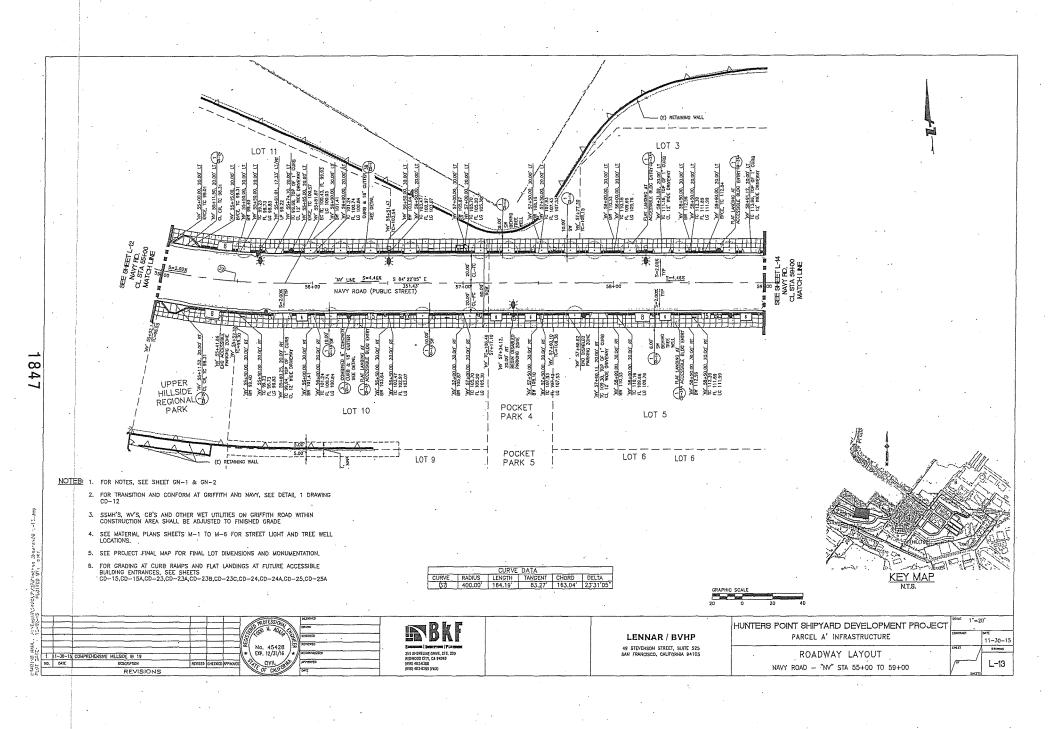
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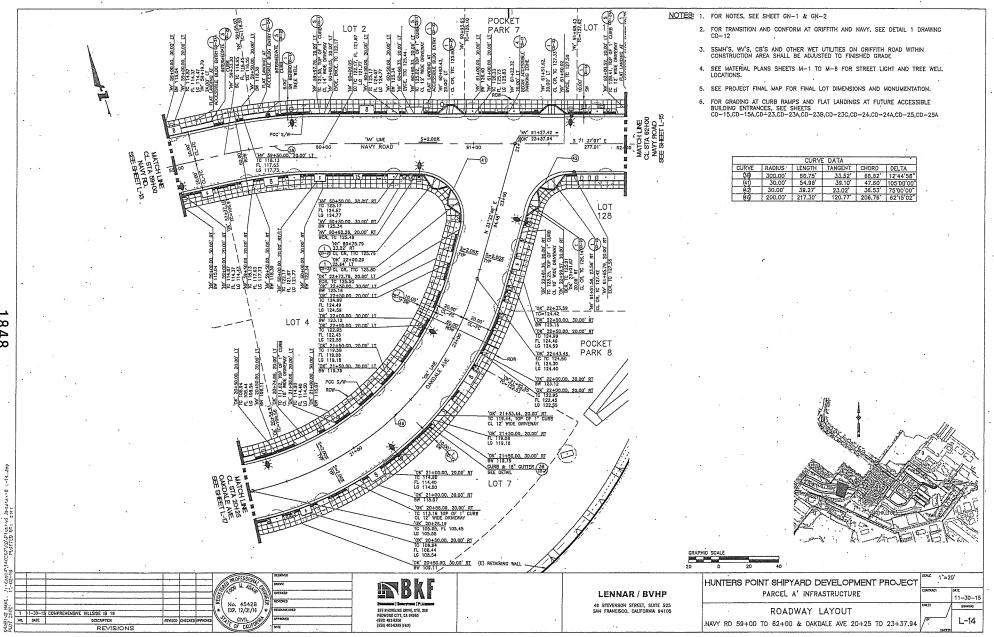
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			·		•								· .	
		SYMBOLS		•	ABBRE	VIATION	5		*	•	•	Ā	GENCY ACRONYMS	
	<u>SYMBOL</u>		LEGEND	0	AT '	DI	DROP INLET, DRAINAGE INLET	INSUL	INSULATE	RD	RDAD	АЖЖА	AMERICAN WATER WORKS ASSOCIATI	DN .
EXIST	TING	<u>proposed</u>	BACKFLOW PREVENTER	AB AC	AGGREGATE BASE, ANCHOR BOLT ASPHALT CONCRETE	DINJ DINJ	DIAMETER DUCTILE IRON MECHANICAL JOINT	INV IRR	INVERT	REF	REFER OR REFERENCE REINFORCED, REINFORCE	BLHP BOE	BUREAU OF LIGHT, HEAT & POWER BUREAU OF ENGINEERING	
		A 117-X	BENCH WARK, TEST PIT	AC W.S., A.C.W	S. AC WEARING SURFACE	DIP	DUCTILE IRON PIPE	л. Л	JOINT TRENCH	REQD RJ	REQUIRED RESTRAINED JOINT	85M CCSF	BUREAU OF STREET USE & MAPPIN CITY & COUNTY OF SAN FRANCISCO	
(0)	, ,	Alk	FOUND MONUMENT AS NOTED	A.D. ADD ,	ALGEBRAIC DIFFERENCE	DL DN	DAY LIGHT (CUT OR FILL) DOWN	K KW	COEFFICIENT KILOWATT	• ROW	RIGHT-DF-WAY	DCP	DEPARTMENT OF CITY PLANNING	
		· .		AGG ALTN	AGGREGATE	DR DW	DRAIN DOMESTIC WATER	1AT	LATERAL	RST RT	REINFORCING STEEL	DPW DPT	DEPARTMENT OF PUBLIC WORKS DEPARTMENT OF PARKING & TRAFFI	n
¢	2		· UNIDENTIFIED TREE ·	APPROX	APPROXIMATE	DWG	DRAWING	LB LB/CU FT	POUNDS POUNDS PER CUBIC FOOT	RWALL RW	RETAINING WALL RECYCLED WATER LINE	DTIS	DEPARTMENT OF TELECOMMUNICATIO & INFORMATION SYSTEMS	
	<u> </u>		CONCRETE CURB	APVD ARV	APPROVED AIR RELEASE VALVE	DWY (E), EXIST	DRIVEWAY EXISTING	UF	LINEAR FEET	RCE	REGISTERED GMIL ENGINEER	PUC	PUBLIC UTILITY COMMISSION	
			CONCRETE CURB AND GUTTER	AS , AV	AGGREGATE SUBBASE . AVENUE	E	EAST, ELECTRIC EACH	LG LH	LIP OF GUTTER	S	SOUTH, SLOPE	SFFD SFRA	SAN FRANCISCO FIRE DEPARTMENT SAN FRANCISCO REDEVLOPMENT AGI	INCY
				BC	BEGIN CURVE	EA EC	END CURVE	LONG. LP	LONGITUDINAL LOW POINT -	SCH SD	SCHEDULE STORM DRAIN	SFWD	SAN FRANCISCO WATER DEPARTMENT	
	on ()		STRUCTURE, BUILDING OR FACILITY	BCC	BEGIN COMPOUND CURVE	ECC	ECCENTRIC, END COMPDUND CURVE END CURB RETURN	LPFH	LOW PRESSURE FIRE HYDRANT	SDMH	STORM DRAIN MANHOLE	SFPUC	SAN FRANCISCO PUBLIC UTILITIES C	UMMISSION
		155	CONTOUR LINE	BCR BFP	BEGIN CURB RETURN BACK FLOW PREVENTER	EL, ELEV	ELEVATION	LS LT	LICENSED SURVEYOR/LANDSCAPE	SECT	SECTION SEE ELECTRICAL PLANS			
. <u></u>	Ļ <u> </u>	<u></u>	EMBANKMENT AND SLOPE	BF BLOC	BOTTOM OF FOOTING BUILDING	ELB, ELL ENGR	ELBOW ENGINEER	lpw Lpwfh	LOW PRESSURE WATER	SH SL SLP	SHEET STREET LIGHT			
			SLOPE WITH FLOW DIRECTION DRAINAGEWAY OR DITCH	ви во	BENCH WARK	EP EQPT	EDGE OF PAVEMENT	MAX	MAXIMUM	SPEC	SEE LANDSCAPE PLANS SPECIFICATIONS			
哭			RAILROAD CROSSING LIGHT	BDO -	BOTTOM OF OPENING	ERC · ESW	END REVERSE CURVE.	MECH	MECHANICAL MANUFACTURER	so so ri	SQUARE FOOT			
		<b>_</b>	RETAINING WALL	BOD . BOP	BOTTON OF DUCT BOTTON OF PIPE	EVCE	END OF VERTICAL CURVE ELEVATION END OF VERTICAL CURVE STATION	MH MIN	MANHOLE MINIMUM	SQ IN SS	SQUARE INCH SANITARY SEWER		*	
	ļ	· 🗖	SANDTRAP	BOT BRC	BOTTOM BEGIN REVERSE CURVE	EXP JT EXST	EXPANSION JOINT	MISC MFR	MISCELLANEOUS MANUFACTURER	SSMH ST	SANITARY SEWER MANHOLE STREET			
			JOINT TRENCH HORIZONTAL OR VERTICAL	BSW GV	BACK OF SIDEWALK BALL VALVE	FC .	FLEXIBLE COUPLING FLEXIBLE COUPLING ADAPTER	MJ . MTL	<ul> <li>MECHANICAL JOINT MATERIAL</li> </ul>	STA STD	STATION STANDARD		· · ·	
		<u>دع</u> ا .	POINT OF INTERSECTION	BYCE	BEGIN VERTICAL CURVE ELEVATION BOTTOM OF WALL	FCO	FLOOR CLEANOUT	MOD -	MODIFIED NEW	STL STRL	STEEL STEEL PIPE STRUCTURAL		• •	
			LIMIT OF GRADING	BVCS	BEGIN VERTICAL CURVE STATION COMBINATION AIR RELEASE VALVE	FDN ·	FOUNDATION	. (N) N	NEW NORTH NORTHEAST	STRUCT S/W, SW	STRUCTURE			
	•		EASEMENT LINE	CATV	CABLE TELEVISION	F0+ FH	FINISHED GRADE FIRE HYDRANT	NE NIC	NOT IN CONTRACT	SYMM	SYMMETRICAL STREET NAME SIGN			
			MATCH LINE PROPERTY LINE, RIGHT-OF-WAY LINE	CB CFS	CATCH BASIN CUBIC FEET PER SECOND	FIC. FLC	FIGURE	ND. NR	NUMBER, NUMBERING NAVY ROAD	SNS TC	TOP OF CURB			.
<b>.</b>			SILT FENCE	C&G CHL	CURB AND GUTTER CHAIN LINK FENCE	FL REX '	FLOW LINE	міз	NOT TO SCALE	TECH	TECHNICAL			
5		4	SECTION LINE	C1	CAST IRON CAST IRON RECHANICAL JOINT	FM'	FORCE WAIN	₩ ₩	NAVY ROAD NORTHWEST	tel Temp	TELEPHONE TEMPORARY		•	
<b>&gt;</b>		A (5.1)	DETAIL OR SECTION	CIP	CAST IRON PIPE	FND FNSH	FOUND FINISH	0A (0H)	DAKDALE AVENUE OVERHEAD	TGV THK	TÁPPING GATE VALVE THICK -			
כ		(5.17	SHEET WHERE DETAIL IS DRAWN	CIRJ CISP	CAST IRON RESTRAINED JOINT CAST IRON SOIL PIPE	FO FDC	FIBRE OFTICS FACE OF CURB	DC - DD	ON CENTER OUTSIDE DIAMETER	TP TRANS	TURNING POINT, TOP PIPE			
			DRIVEWAY	CJ CLR	CONSTRUCTION JOINT CLEAR	FT FTG ·	FOOT OR FEET	OF.	OVERFLOW ORIGINAL GROUND	TRANSV	TRANSVERSE THEORETICAL TOP OF CURB			
				CL	CENTER LINE, CONTROL LINE CORRUGATED METAL PIPE	FW 4F	FIRE WATER DEGREE FAHRENHEIT	DG OK	OAKDALE AVENUE	TW TYP	TOP OF WALL TYPICAL			
	•	A	CURE RAMP	CD	CLEANDUT COMBINED	FNA FNSH	FORCE MAIN	OSD OPNG	OPEN SITE DRAIN OPENING	TYP TIC	TOP OF INTERMEDIATE CURB		*	
			BICYCLE RACK	СОМВ. СОММ	COMMUNICATION	FO ·	FIBRE OPTICS	PC P.C.C.	POINT OF CURVE PORTLAND CEMENT CONCRETE	(UC)	UNDERGROUND			
			IRRIGATION SLEEVE	CONC	CONCRETE	FOC G	FACE OF CURB CAS - CALLON	PCC . PE	POINT OF COMPOUND CURVE PLAIN END, PERMANENT EASEMENT	۷	VENT, VOLT, VALVE			
1	· .	•		CONT	CONTINUOUS, CONTINUATION	GAL GALV	GALVANIZED	PG	PROFILE GRADE	VAR VC	VARIES VERTICAL CURVE		•	
		¢	CITY STANDARD STREET MONUMENT	COP.	COPPER	68 600	GRADE BREAK GRADE CLEANOUT	PI PJF	POINT OF INTERSECTION PREMOLDED JOINT FILLER	VPI	VERTICAL POINT OF INTERSECTION			
		in the second	STORM DRAIN INLET	CPLG CR	COUPLING CURB RAMP/CURB RETURN	GPM GR	GALLONS PER MINUTE GRATE OR GRIFFITH STREET	PL POC	PROPERTY LINE POINT OF CONNECTION	w/	WITH			
		۲	STORM DRAIN MANHOLE	CS CTD	COMBINED SEWER CENTERED	CRTG ·	GRATING	PP PRC	PERFORATED PIPE POINT OF REVERSE CURVE	w wu	WEST, WATER WATER METER			
		D	WATER METER	CSS	COMBINED SANITARY AND STORM DRAINAGE SEWER	GSP GY	CALVANIZED STEEL PIPE	PREFAB PROP.	PREFABRICATED	W.S.	WEARING SURFACE			
	. •	者	STREET LIGHT	CTR C TD C	CENTER CENTER TO CENTER	GVL	GRAVEL	PSF	POUNDS PER SQUARE FOOT	WSP WV	WELDED STEEL PIPE WATER VALVE			
11.		ø	FIRE HYDRANT	CU CU FT	CUBIC FOOT	HCR HDPE	HANDICAP RAMP HIGH DENSITY POLYETHYLENE PIPE	PS1 PT	POUNDS PER SQUARE INCH POINT OF TANGENCY, POINT	WWF	WELDED WIRE FABRIC			
R.		х · П51	WATER VALVE ELECTRICAL BOX	CU IN. CU YD	CUBIC INCH CUBIC YARD	HORIZ HP	HORIZONTAL HIGH POINT, HINGE POINT	PUE PVC	PUBLIC UTILITY EASEMENT POLYVINYL CHLORIDE PLASTIC	YD	YARD			
ĥ		A	AIR VALVE/BLOW OFF	CV	CHECK VALVE	HPFH HPG	HIGH PRESSURE FIRE HYDRANT HIGH PRESSURE GAS	PVI PVIKT	POINT OF VERTICAL INTERSECTION PAVEMENT					
NOTES:	1. SYMBOLS ON T	IS SHEET APPLY ONLY TO T	HE CIVIL DRAWINGS.	CSMH CSCB	COMBINED SEWER MANHOLE COMBINED SEWER CATCH BASIN	HPW HV	HIGH PRESSURE WATER HOSE VALVE	R, RAD	RADIUS					
ť.			HE SYMBOLS NOT PROVIDED HERE. SET INCLUDED ON THIS SHEET	DEL	DOUBLE DETAIL	10	INSIDE DIAMETER	RC RCP	REINFORCED CONCRETE REINFORCED CONCRETE PIPE					
	MAY NOT BE UT	ILIZED ON THIS PROJECT.		DEP	DEPRESSION	IN	INCH	RW	RECYCLED WATER					
š <b>i</b> -			AND HAD AND A	DAVEN		DFL					HUNTERS POINT SHIPYAR		PMENT PHOJECT	NO SCALE
				ENECKED		UNT			LENNAR / BVHP		PARCEL A' I	NFRASTRUCT		11-30-15
1 1-30-18 0	COMPREHENSIVE HILLSIDE		* EXP. 12/31/16 *	RECOMPENSED	255 SHORELIN BETWOOD CIT	E DRIVE, STE. 200 1. CA 94055			49 STEVENSON STREET, SUITE 52 SAN FRANCISCO, CALIFORNIA 8410	5	GENERAL NOTES, ABB	REVIATION	IS AND LEGEND	Drawing
NO. DATE	DC3C/		TUSED CHEXED WITHOUTS CIVIL OF CALIFORNI	DATE	650) 482-630 (650) 482-630 (650) 482-630	D (FAX)							or	GN-2
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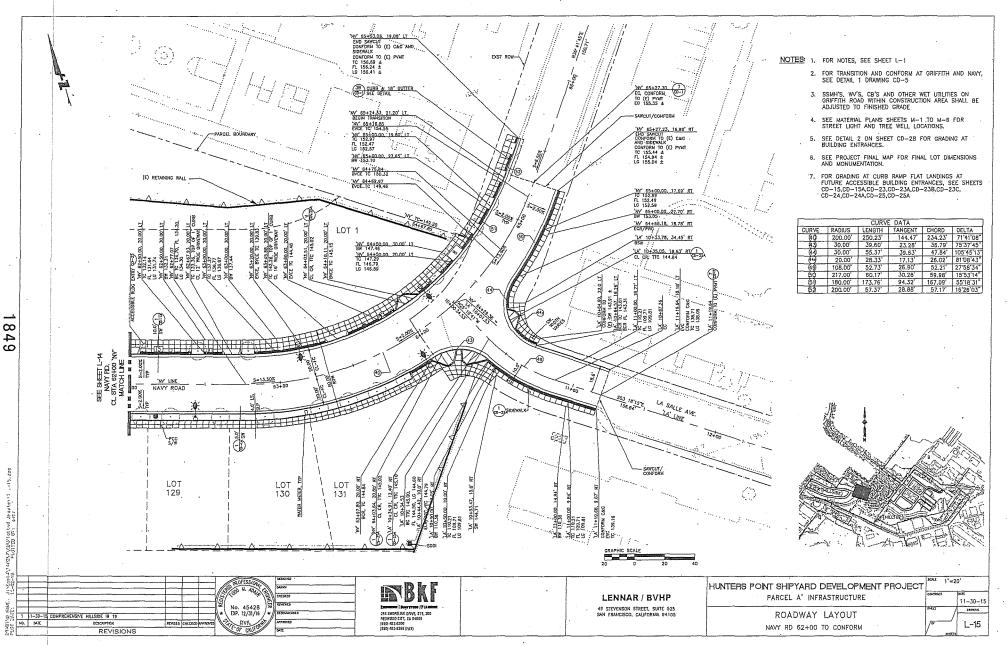




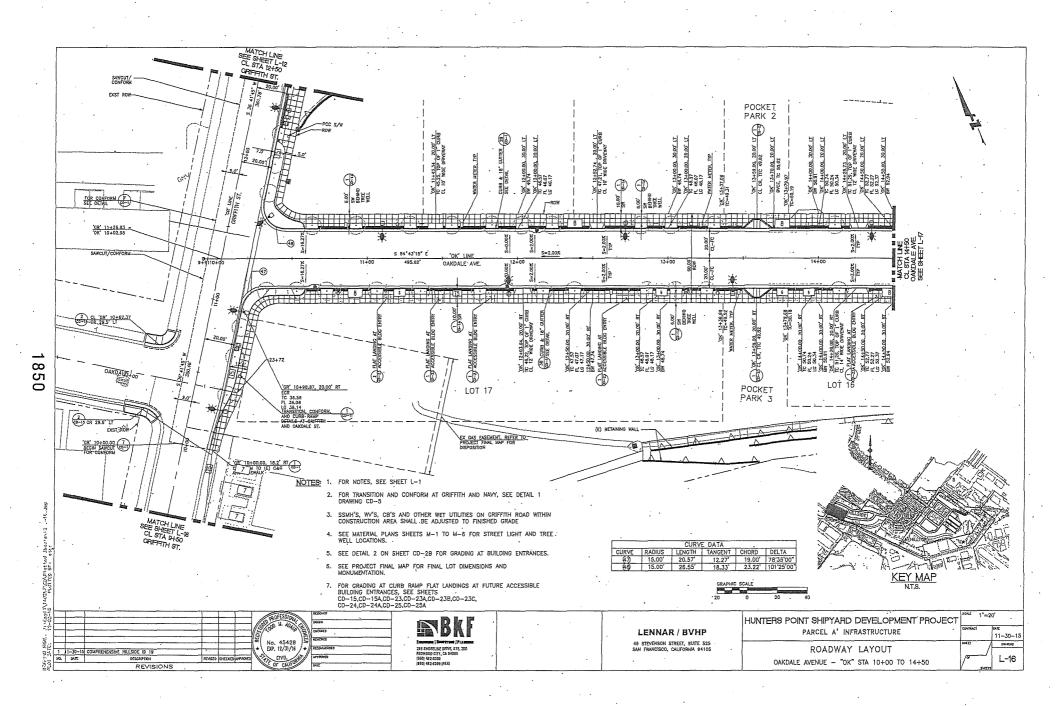


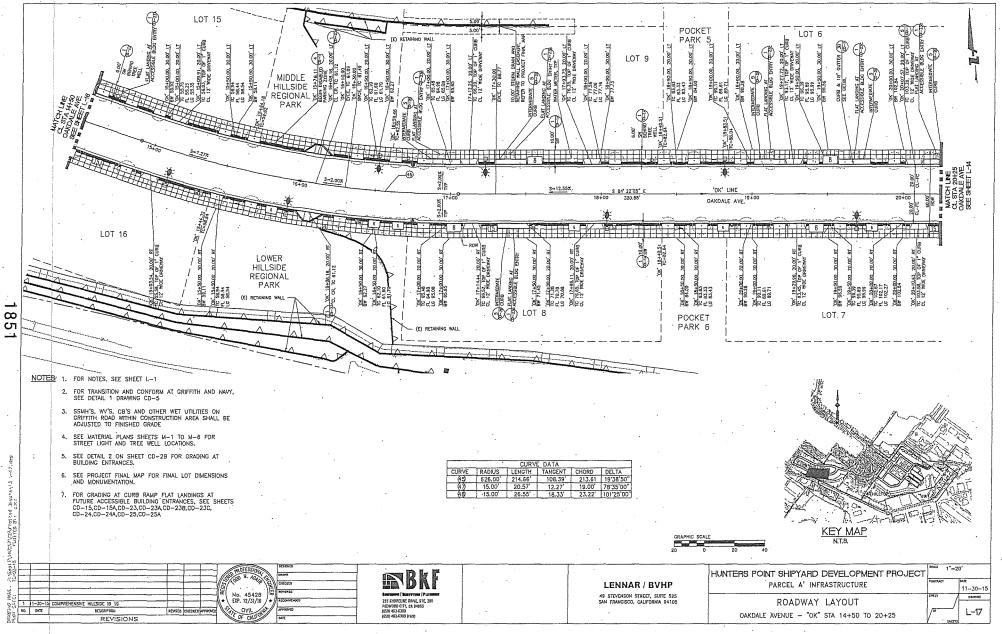


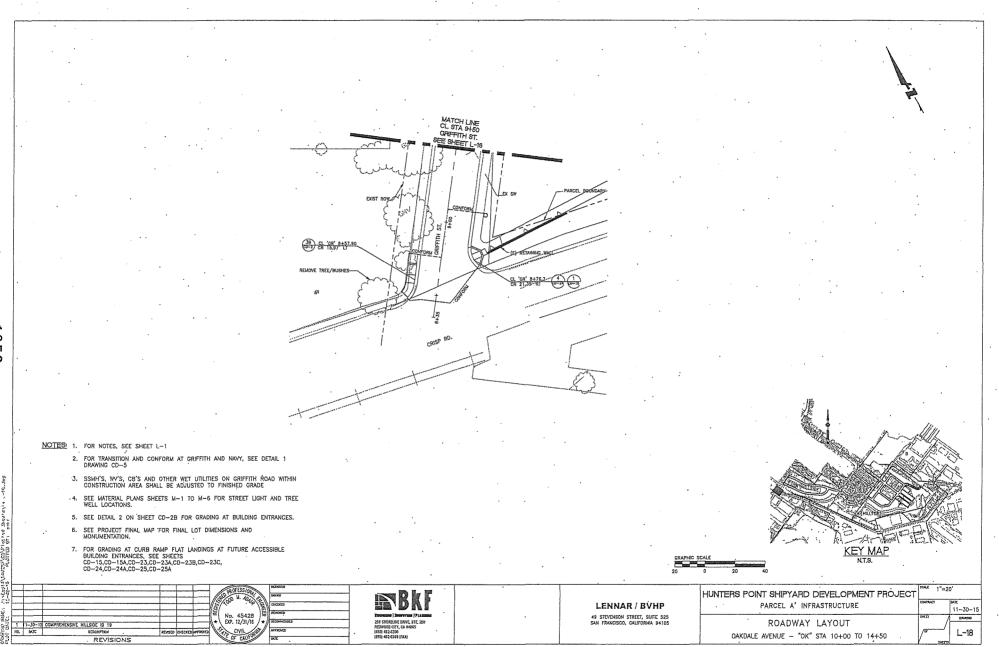


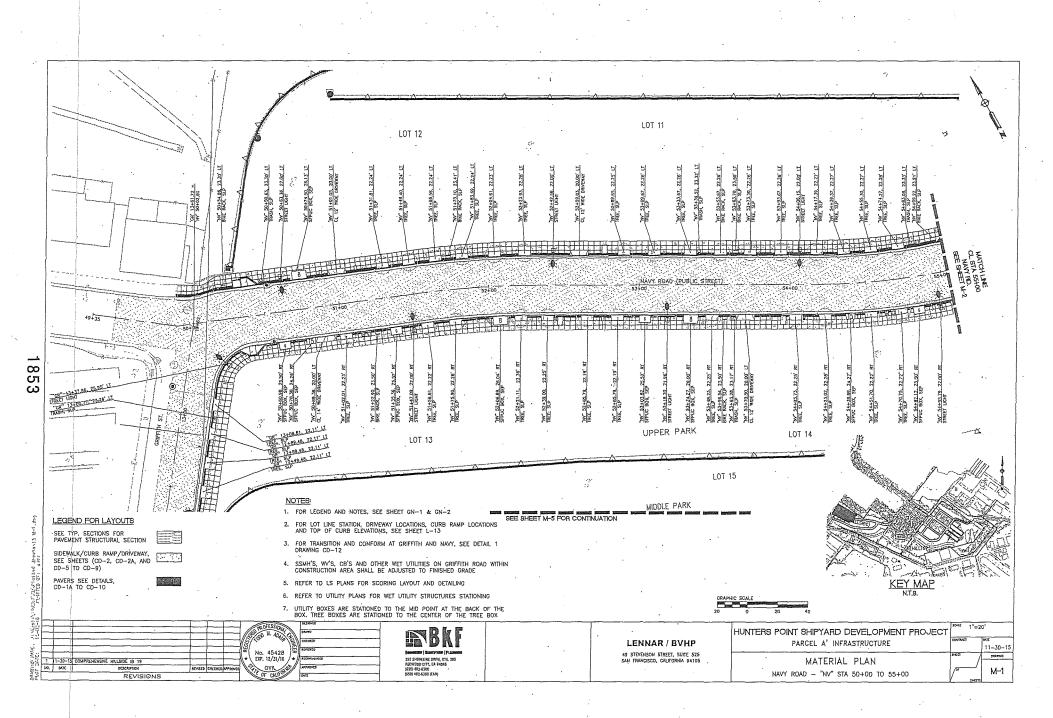


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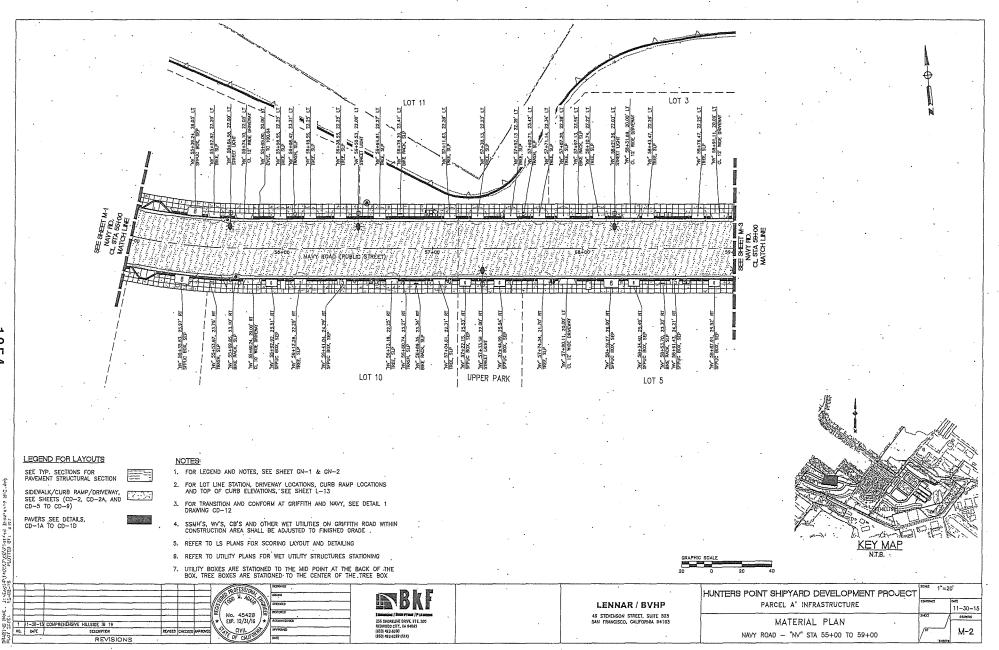


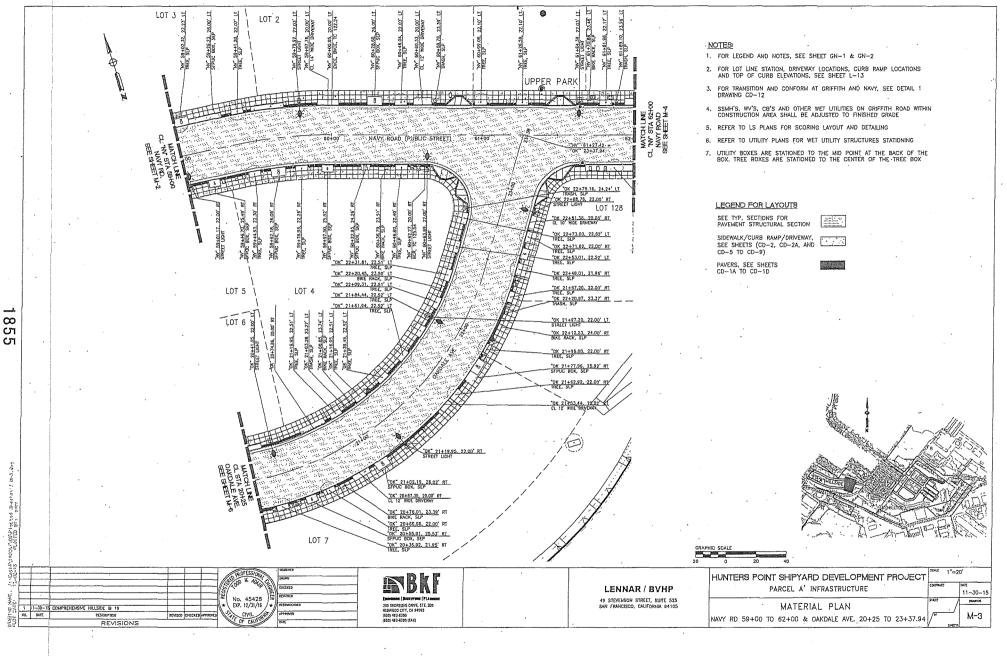




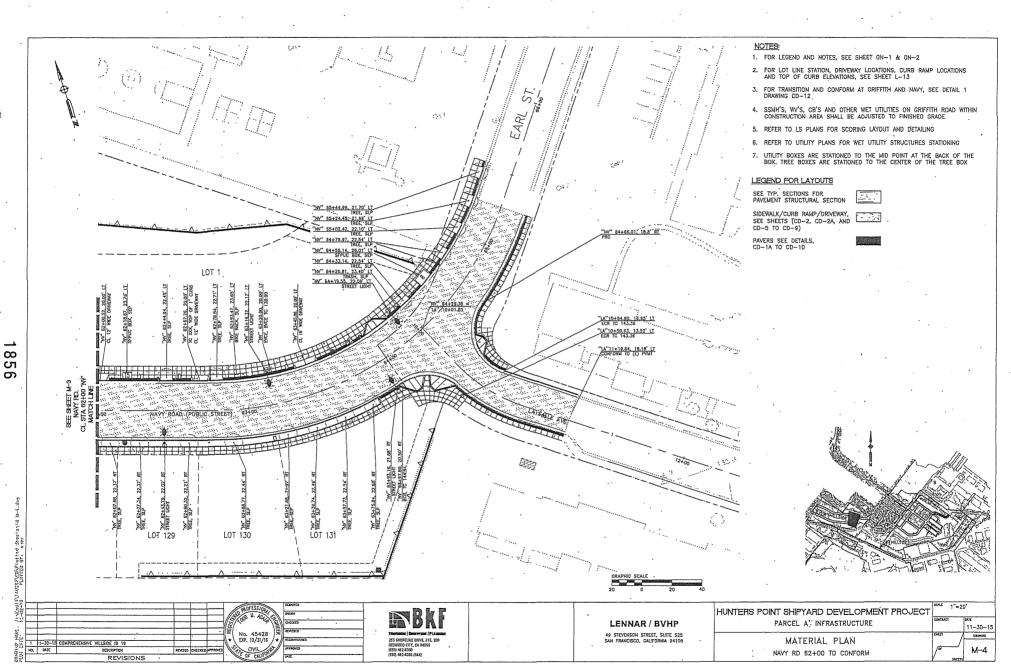


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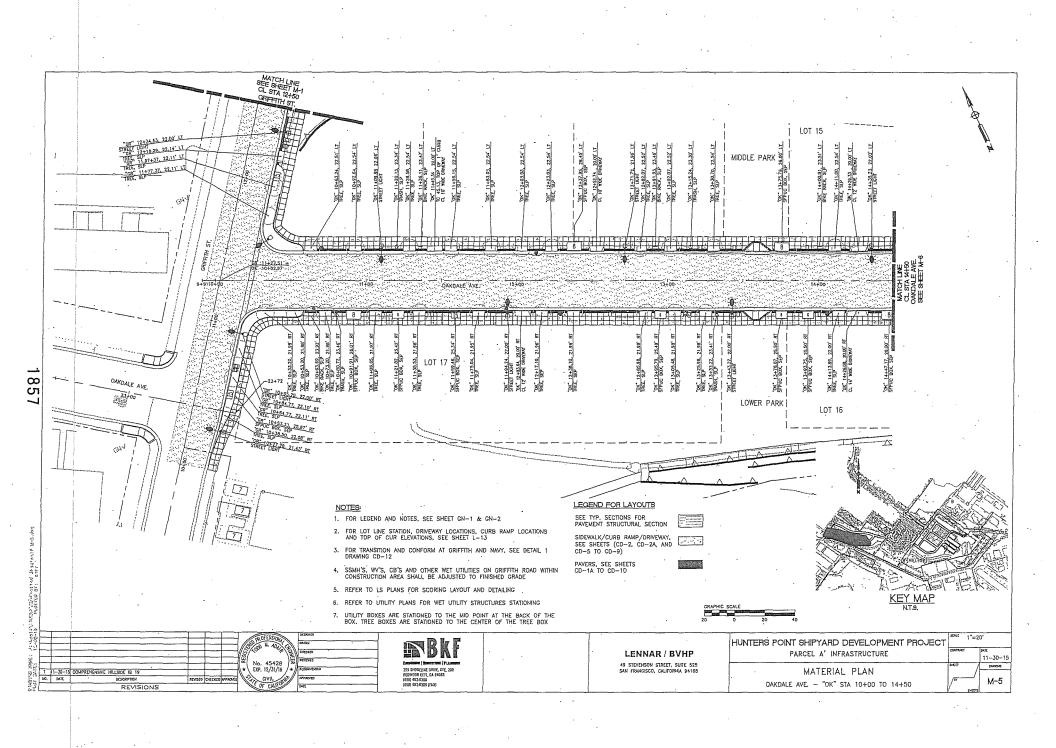


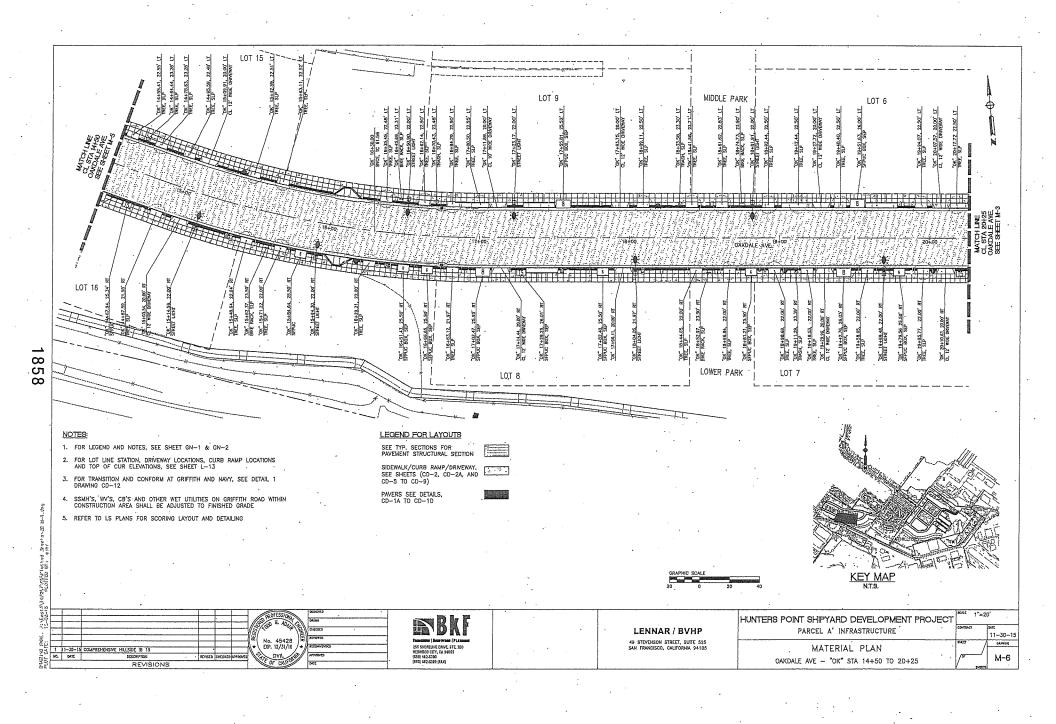


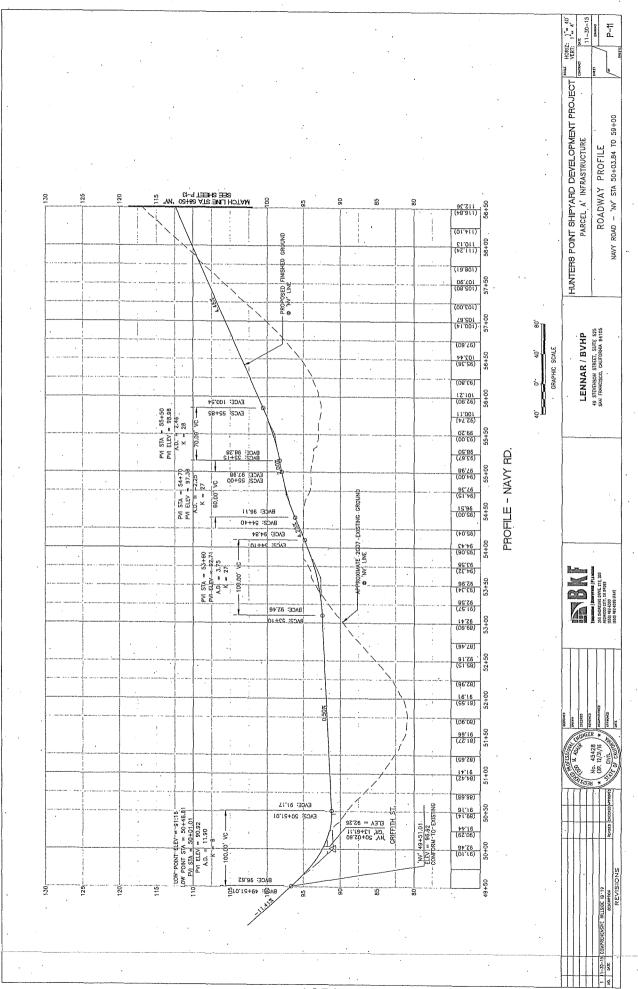
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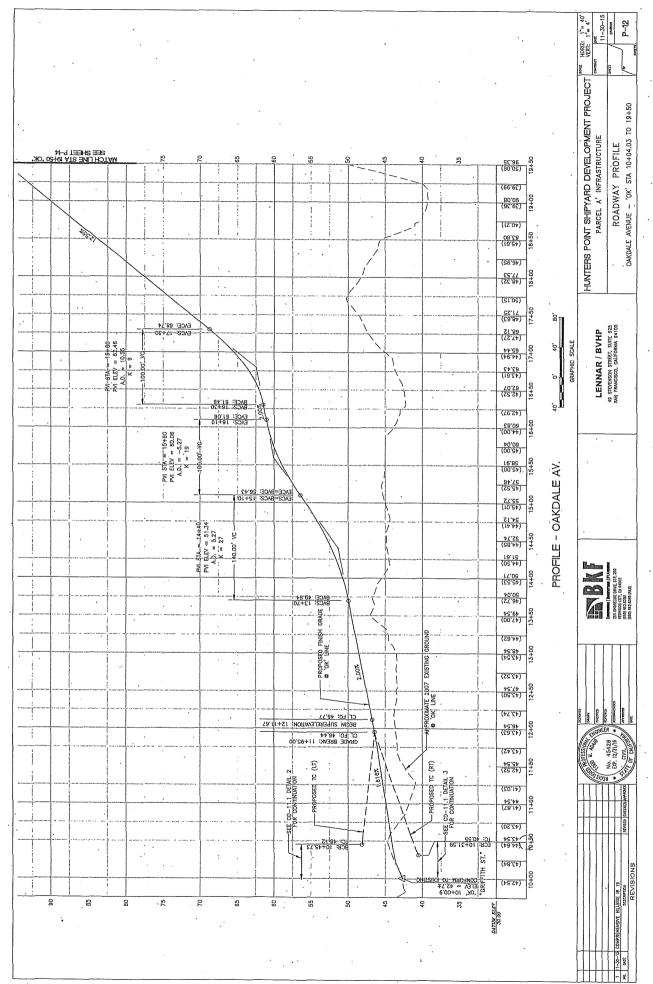
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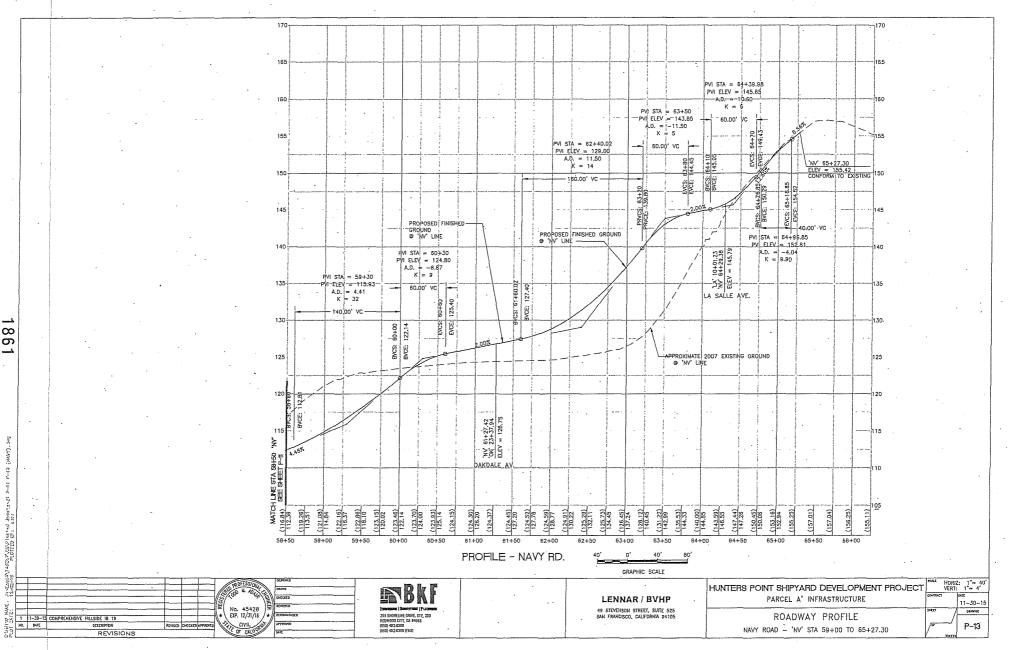




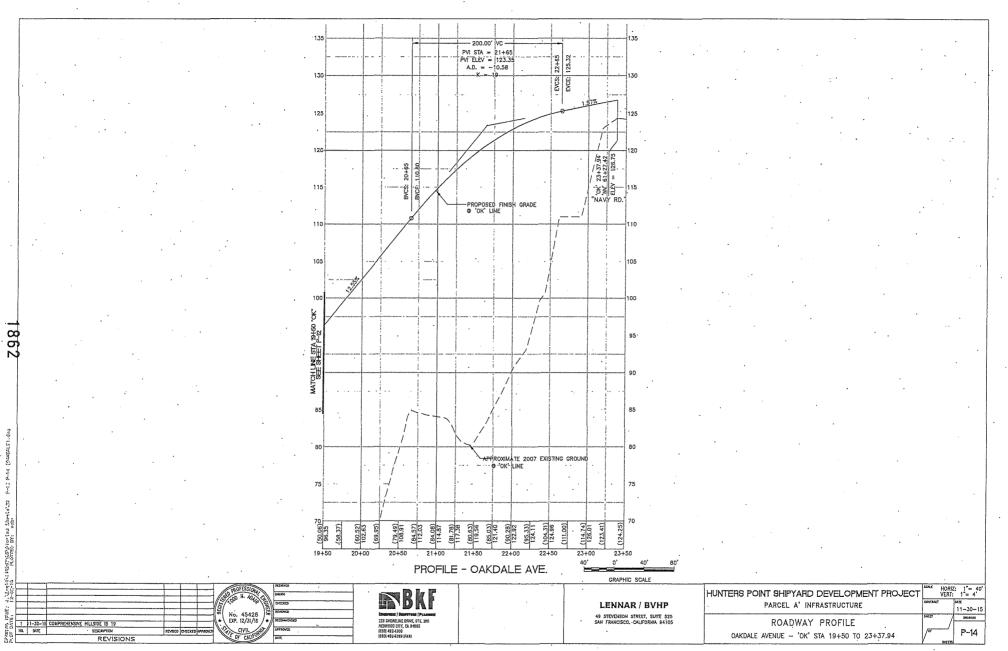


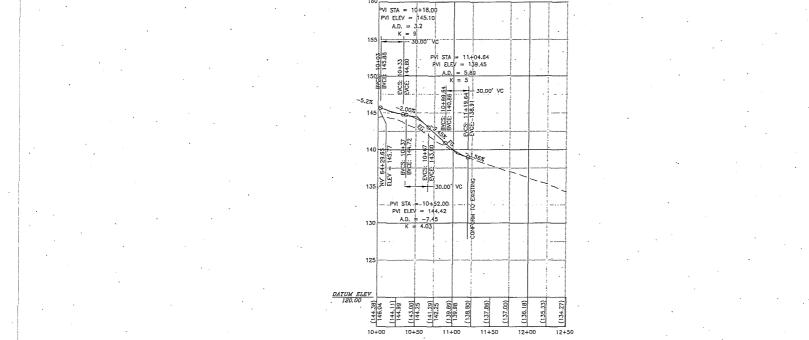
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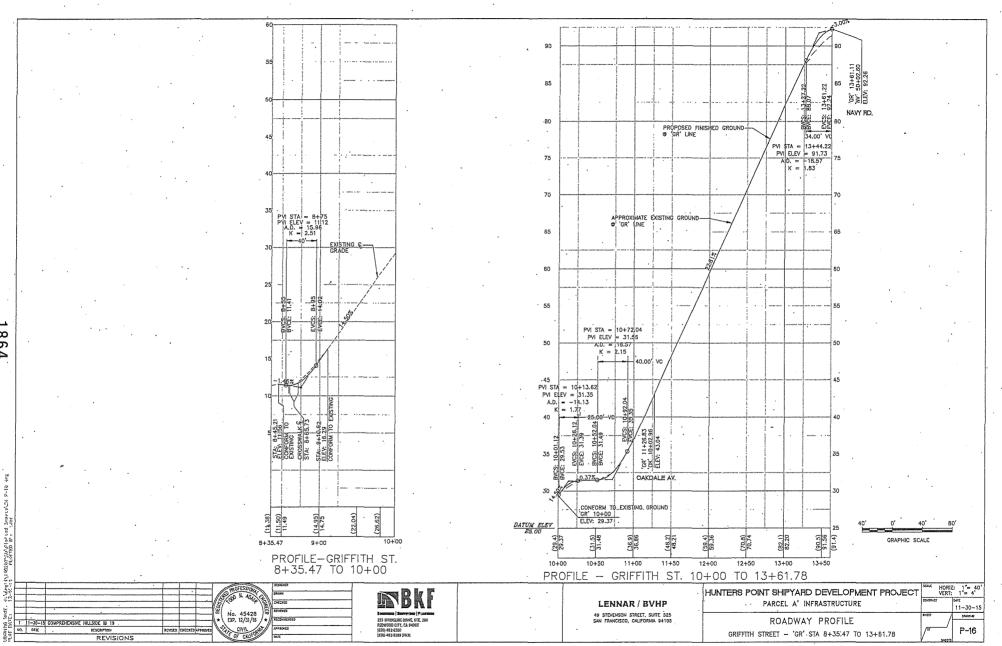
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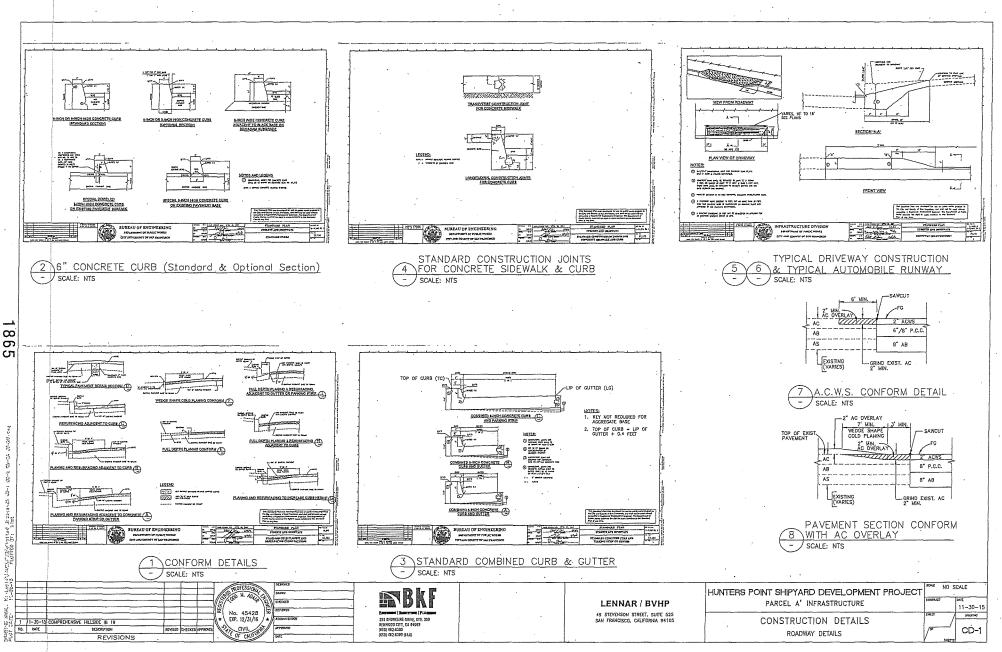
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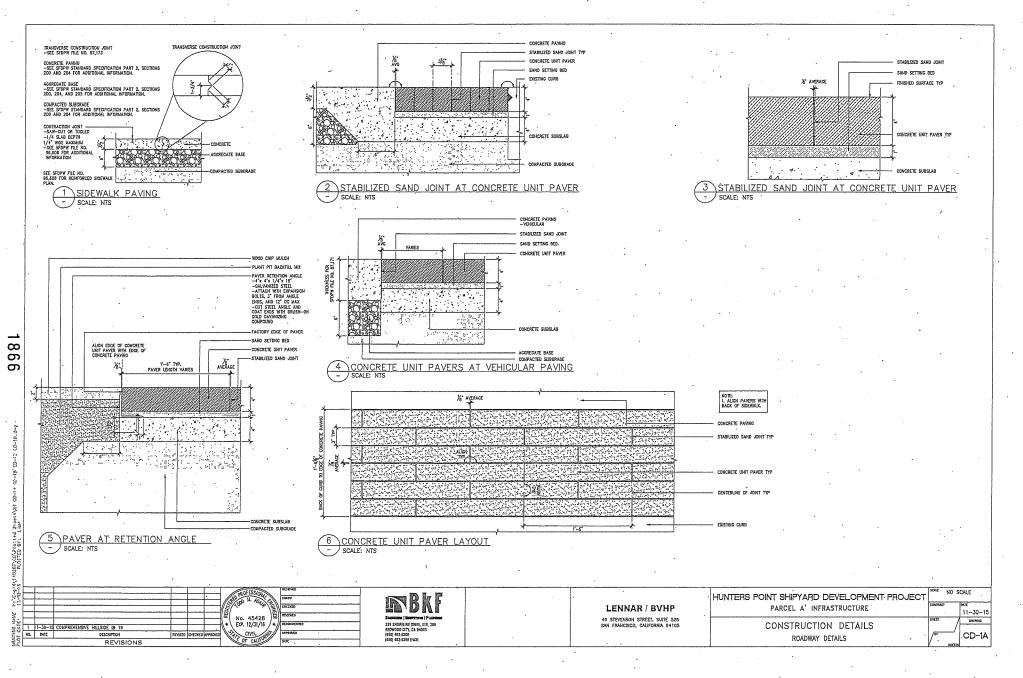
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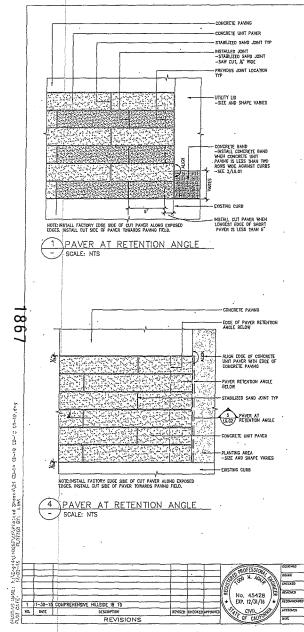
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CHERCE R. TOOTHMAN	<b>B</b> KF	LENNAR / BVHP	HUNTERS POINT SHIPYARD DEVELOPMENT PROJECT PARCEL A' INFRASTRUCTURE	CONTRACT	Z: 1"=40' : 1"=4' 0×π 11-30-15	•
INCLUSIONS HULSIONS ACCOUNT ACTION OF ACTION O	1940-0004         (Party-two)           2015         1960-0140         (Party-two)           1951         402-000         (Party-two)           1951         402-000         (Party-two)           1951         402-000         (Party-two)	49 STEVENSON STREET, SUITE 525 SAN FRANCISCO, CALIFORNIA 94105	ROADWAY PROFILE LA SALLE AVENUE - 'LA' STA 10+00 TO 11+14	SHEET	P-15	



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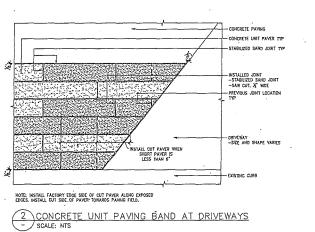
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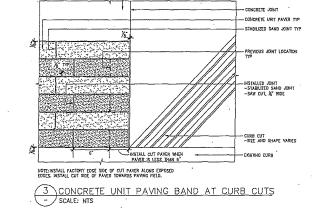
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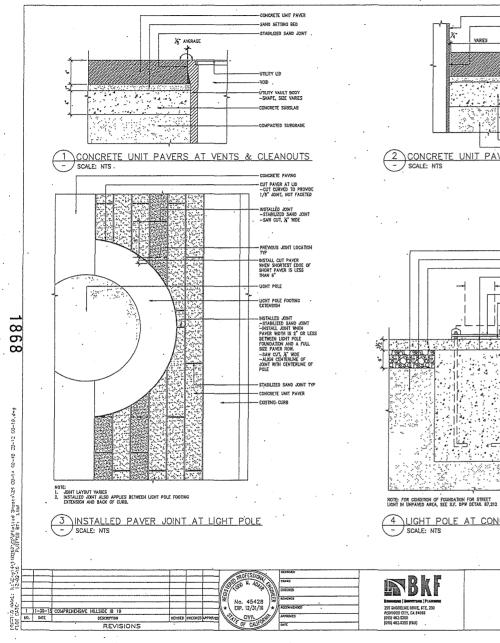


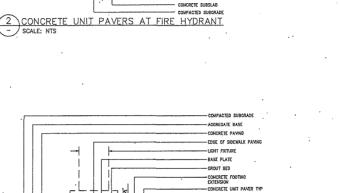


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	BBKF	 LENNAR / BVHP	HUNTERS POINT SHIPYARD DEVELOPMENT PROJECT PARCEL A' INFRASTRUCTURE	сонтилт Битс . 11-30-15
•0	Edubricus   Duryttan   Planting 255 Shorring Brive, Ste, 200 Redwiddu City, ca 94055 [650] 482-6338 (fax)	49 STEVENSON STREET, SUITE 525 SAN FRANCISCO, CALIFORNIA 84105	CONSTRUCTION DETAILS ROADWAY DETAILS	or CD-1B





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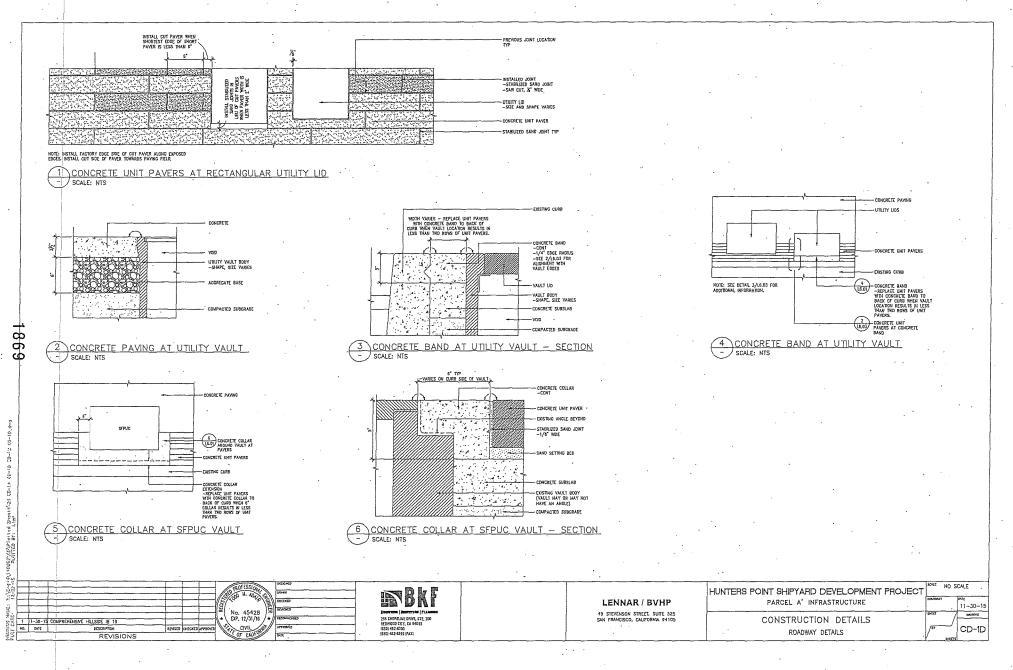


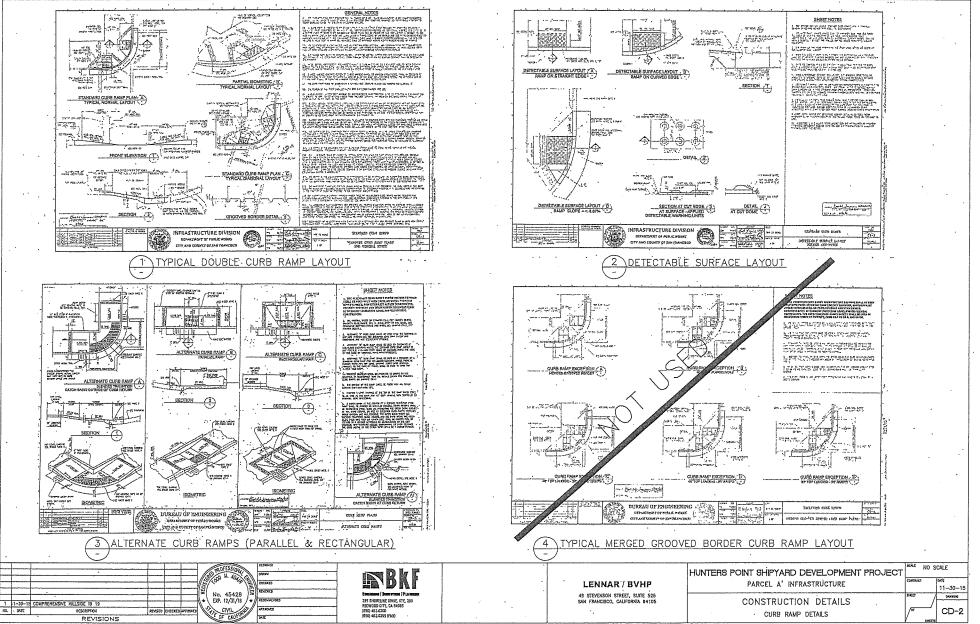
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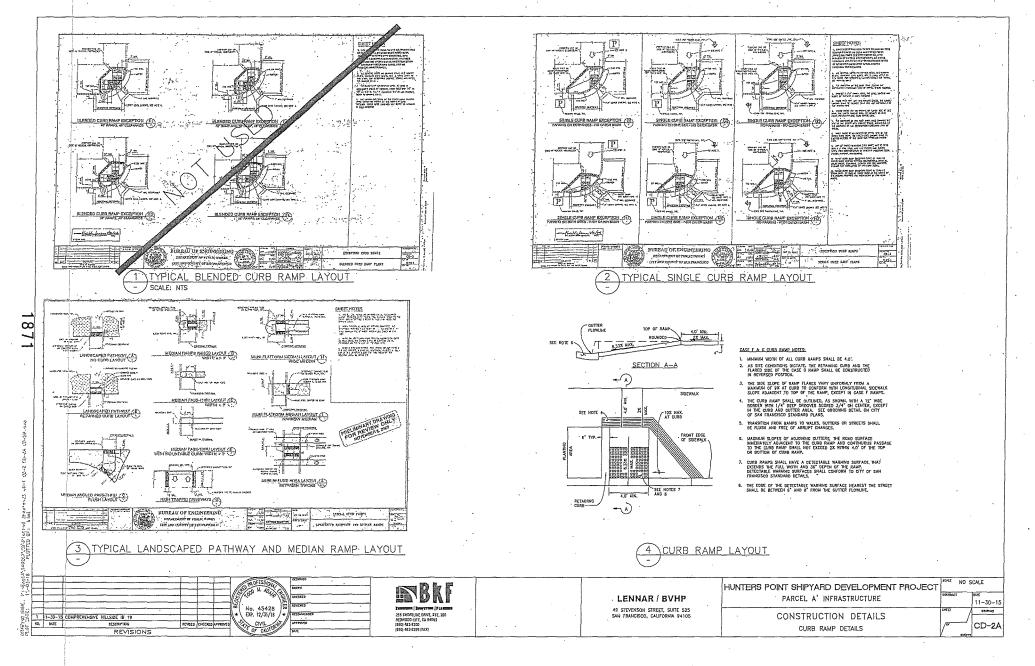
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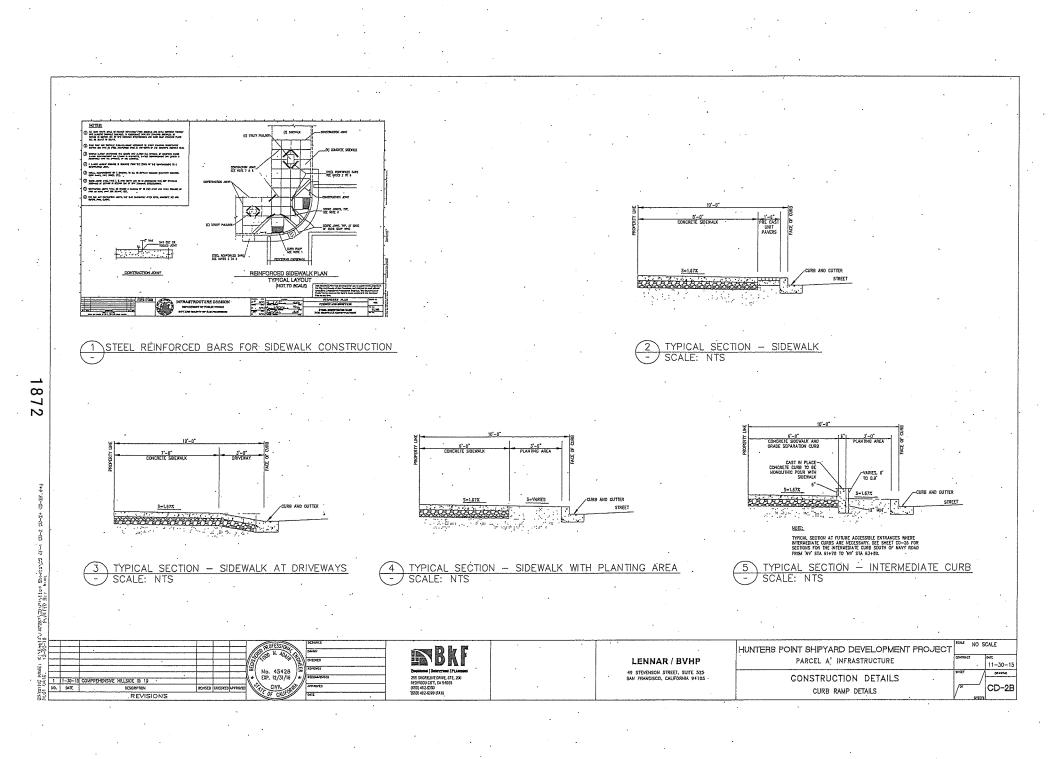
Bando	<b>B</b> BKF	LENNAR / BVHP	HUNTERS POINT SHIPYARD DEVELOPMENT PROJECT PARCEL A' INFRASTRUCTURE	CONTRACT	SCALE
* No. 45428 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Benances ( Janowywas ) ( Janowywas )     S55 BioRELWIG ORWC E STC, 200     PEOWODD CTV, CA 34055     [550] 402-5530     [550] 402-5530     [550] 402-5338 [#AX]	49 STEVENSON STREET, SUITE 525 SAN FRANCISCO, CALIFORNIA 04105	CONSTRUCTION DETAILS ROADWAY DETAILS		CD-1C

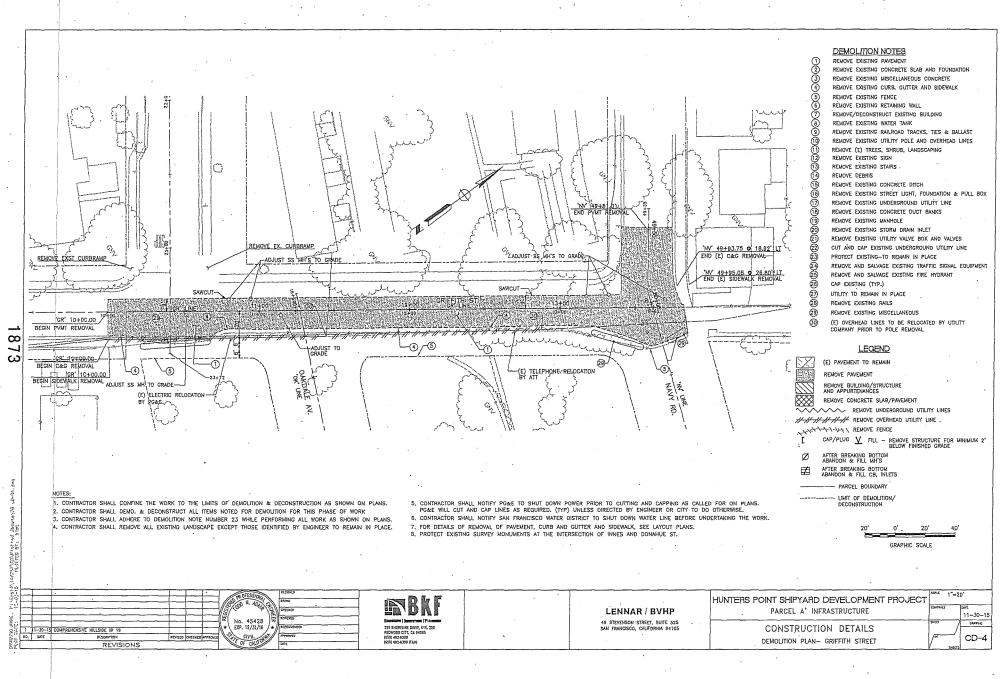


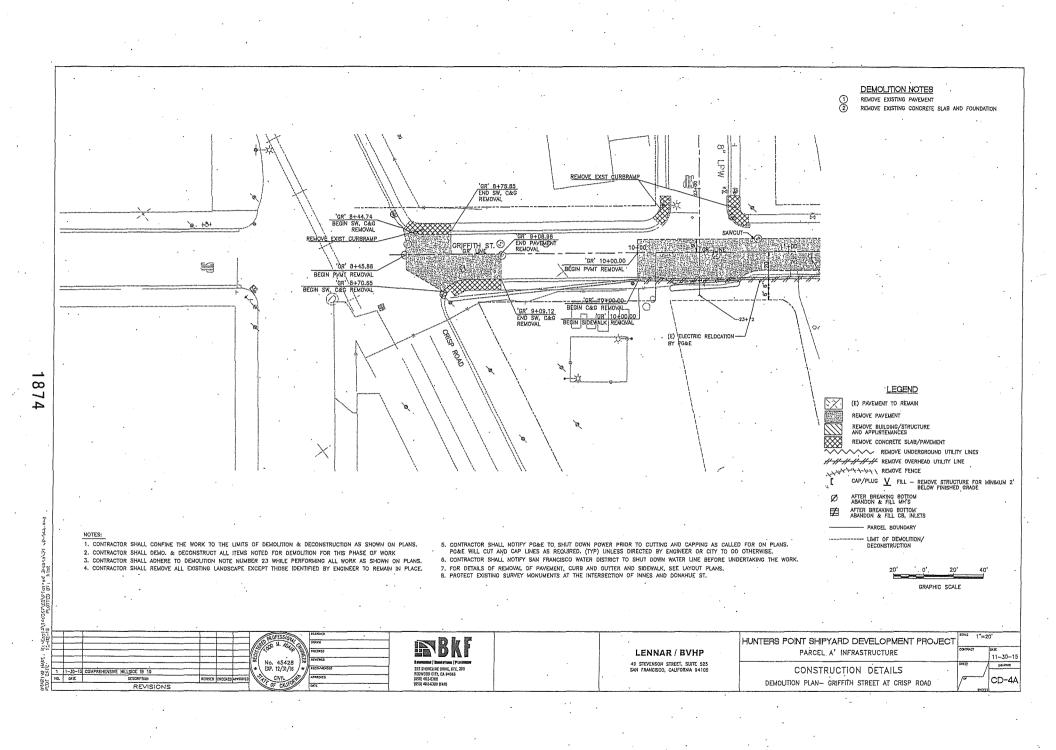


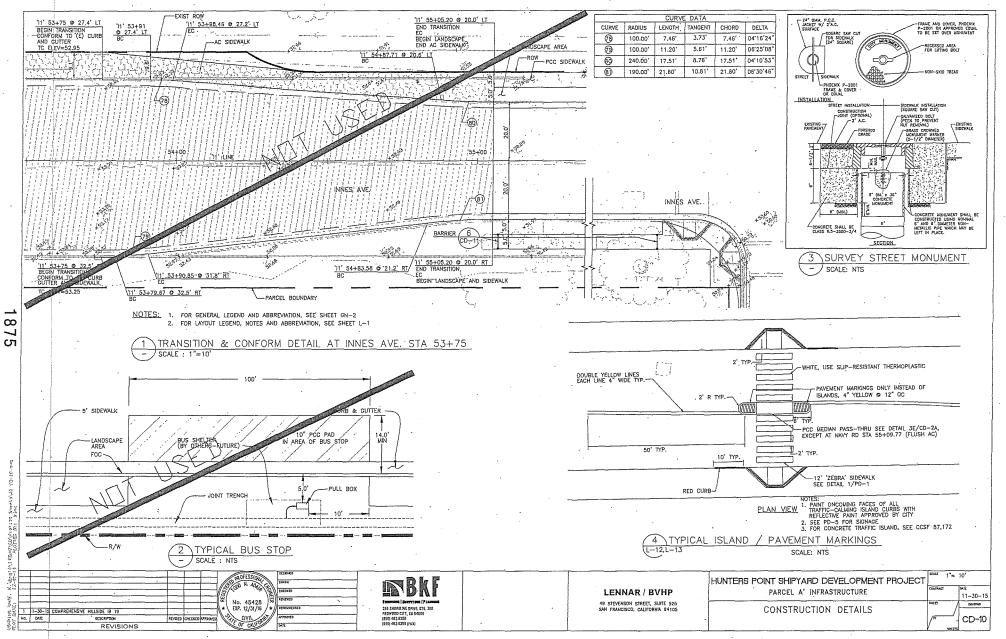
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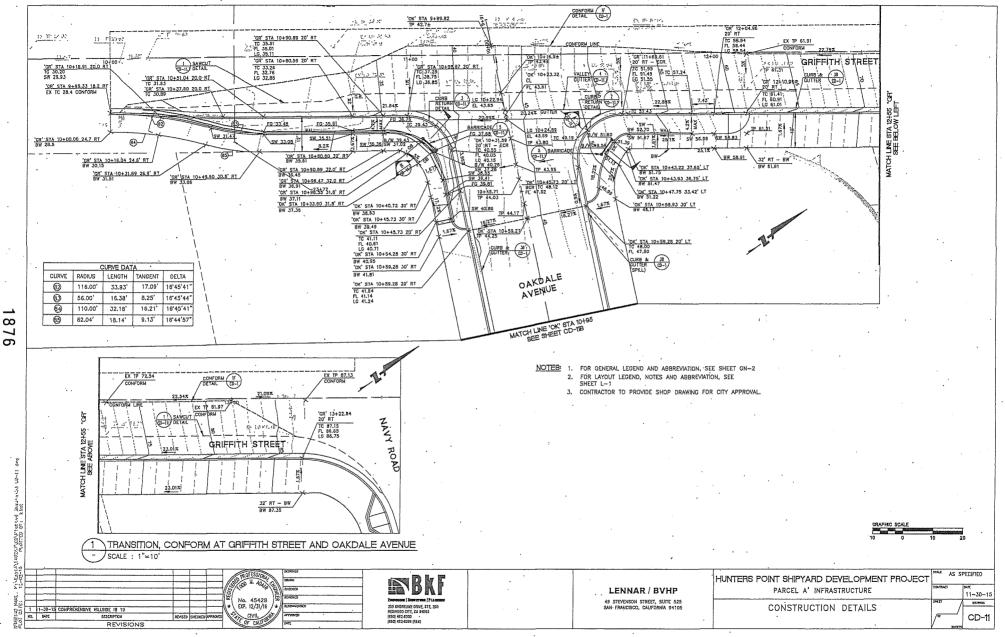




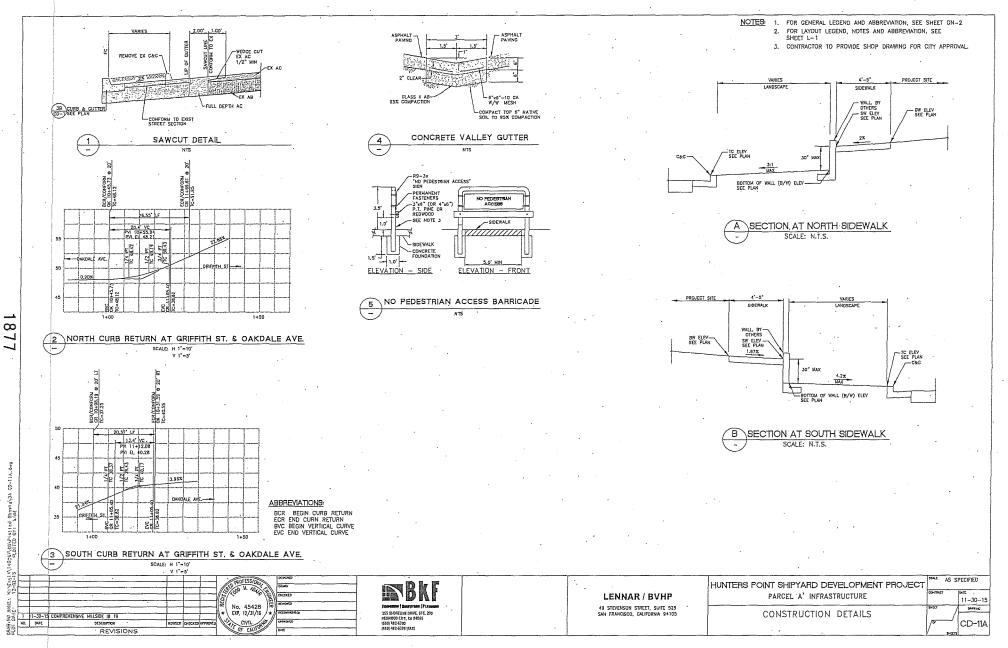


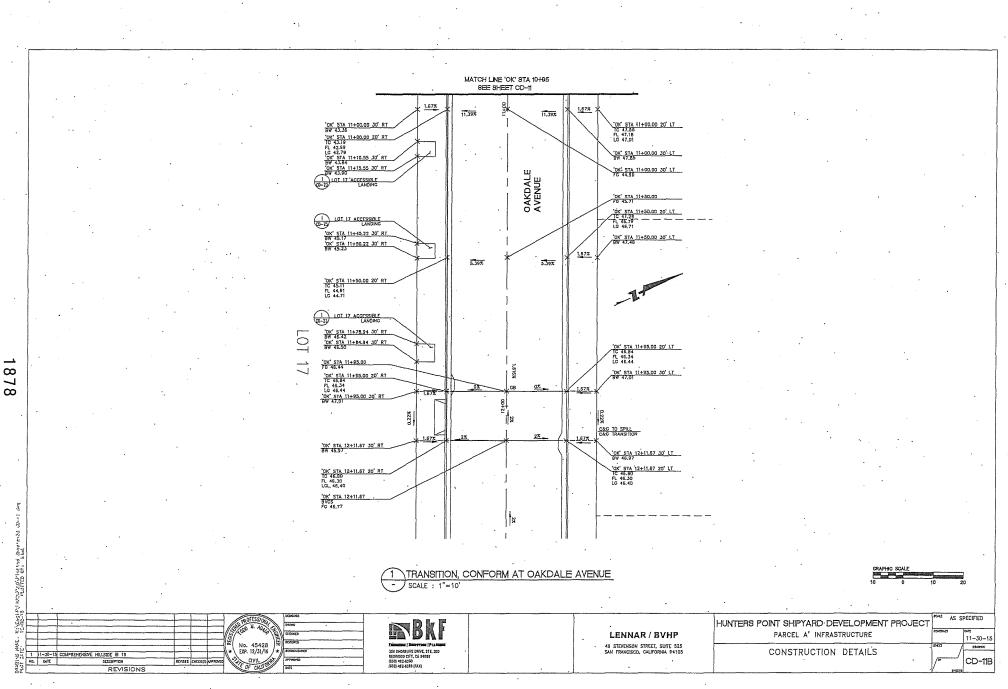


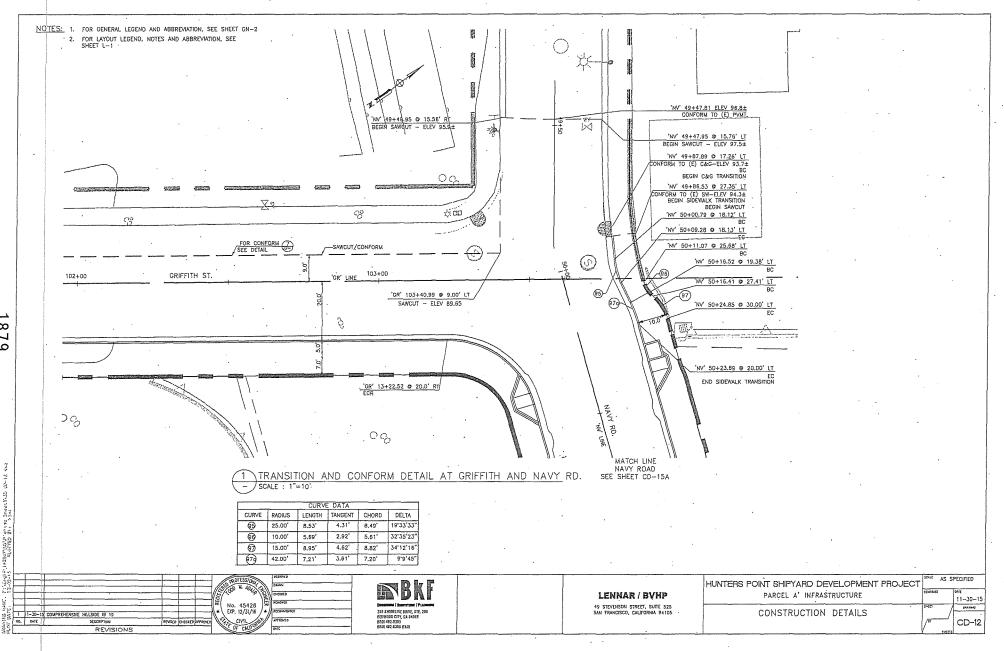




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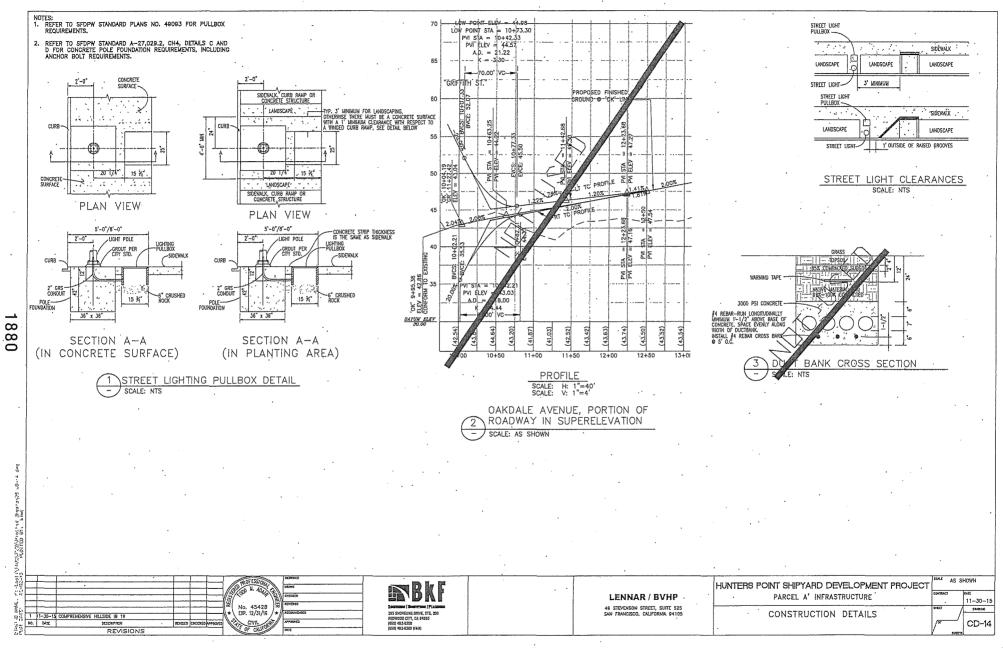


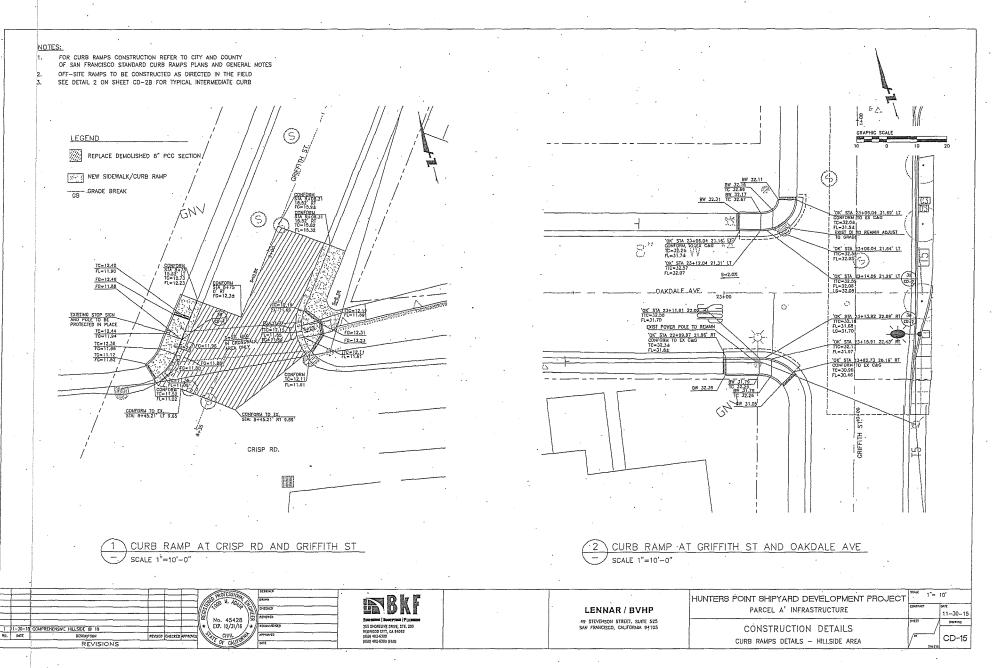


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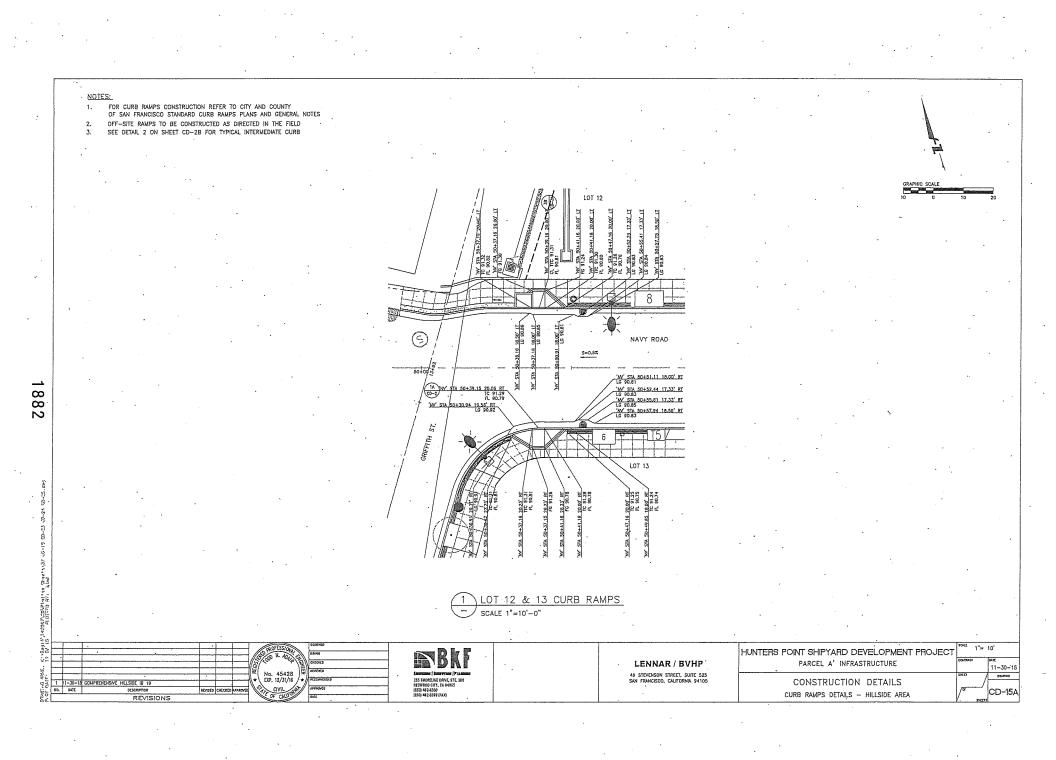
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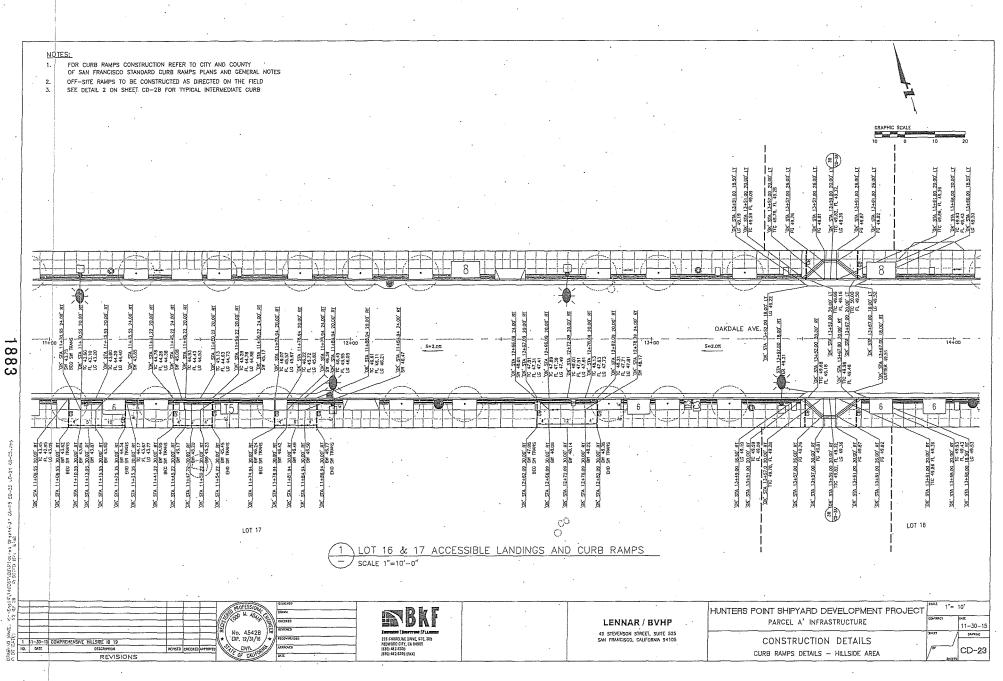
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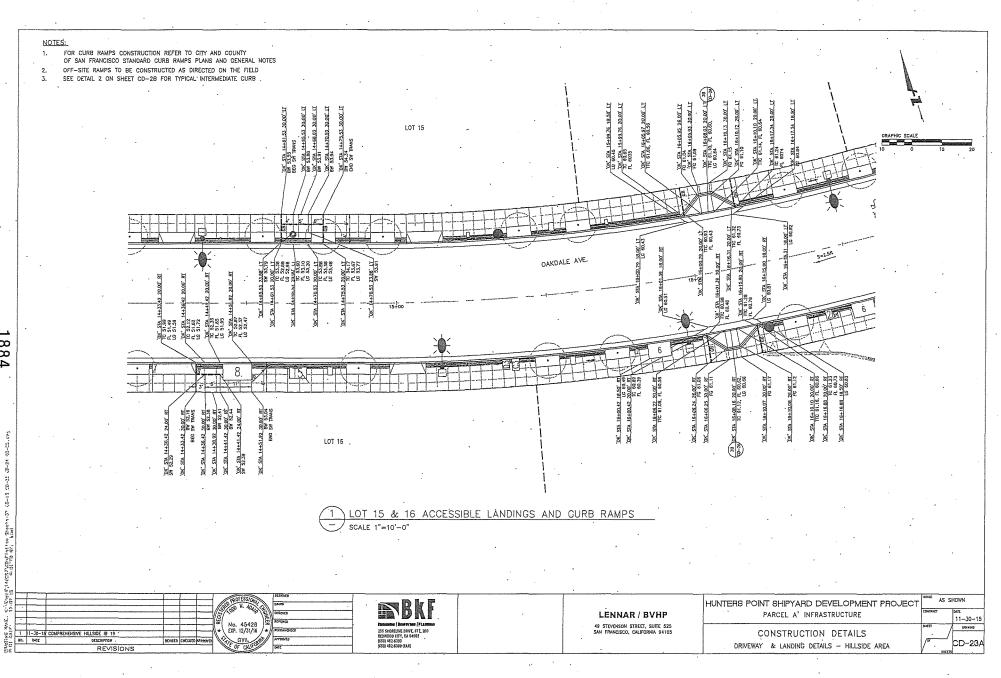
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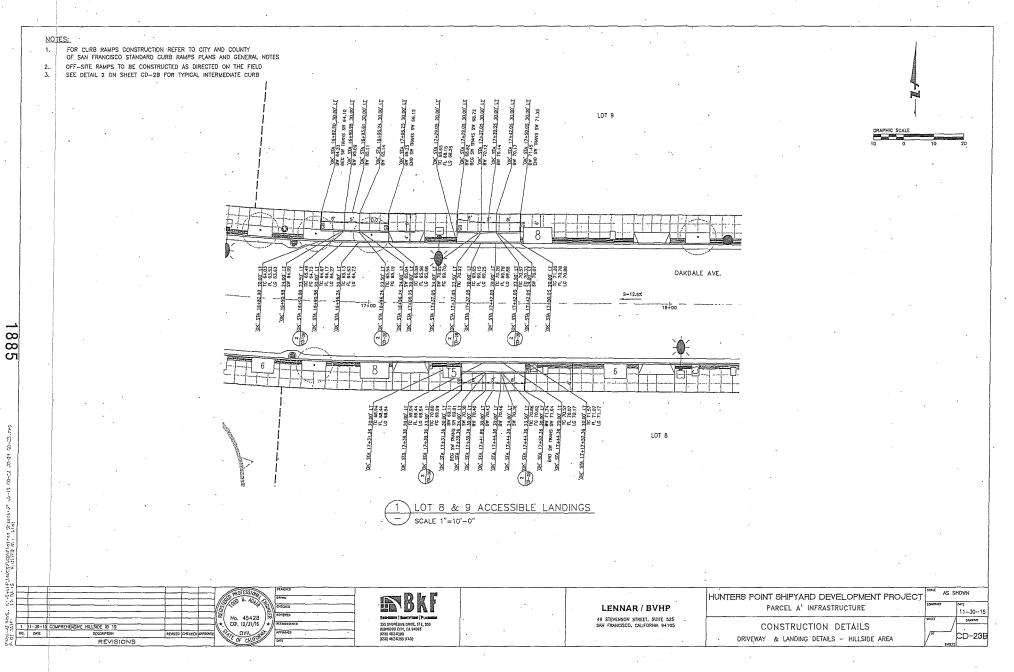
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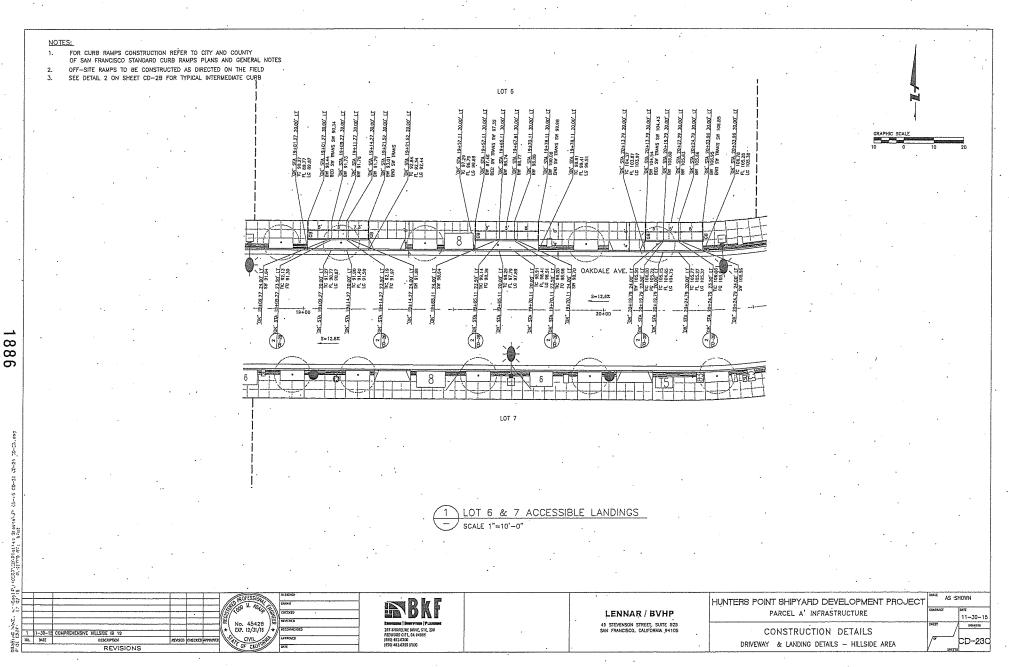


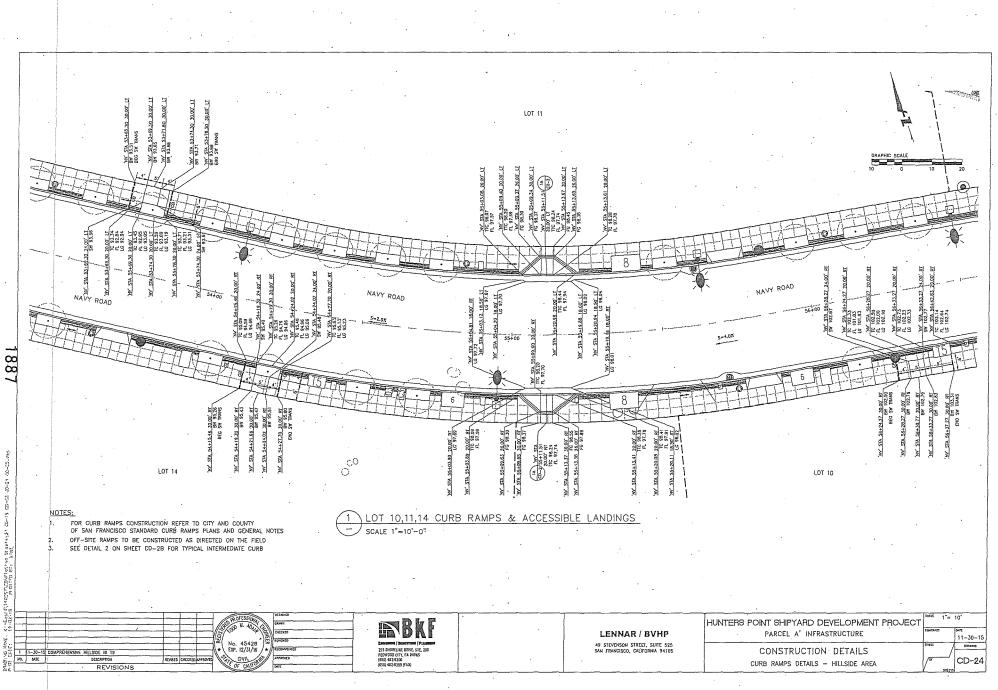


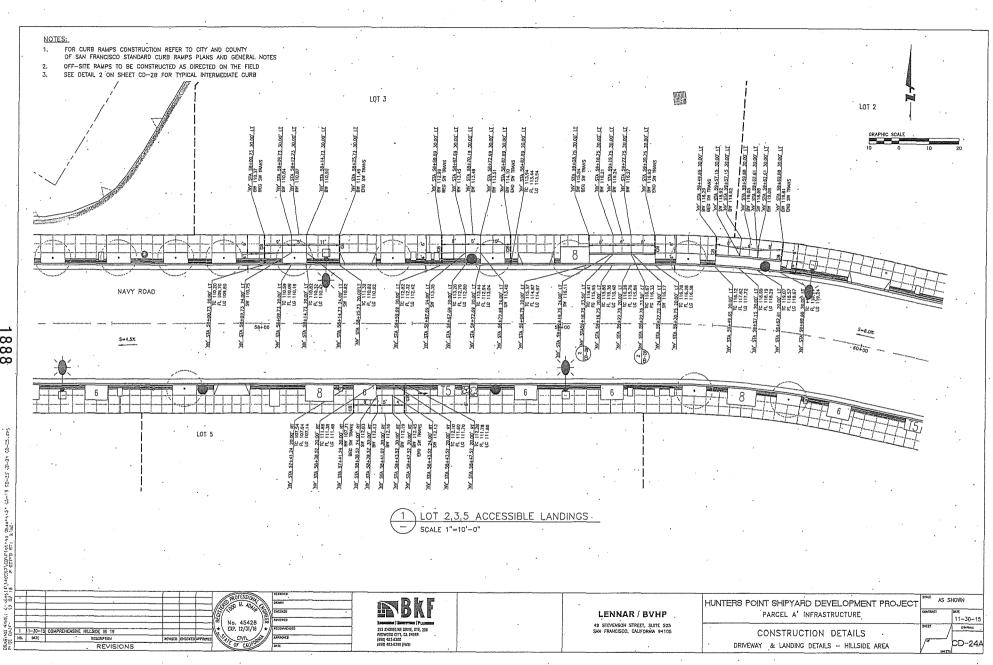
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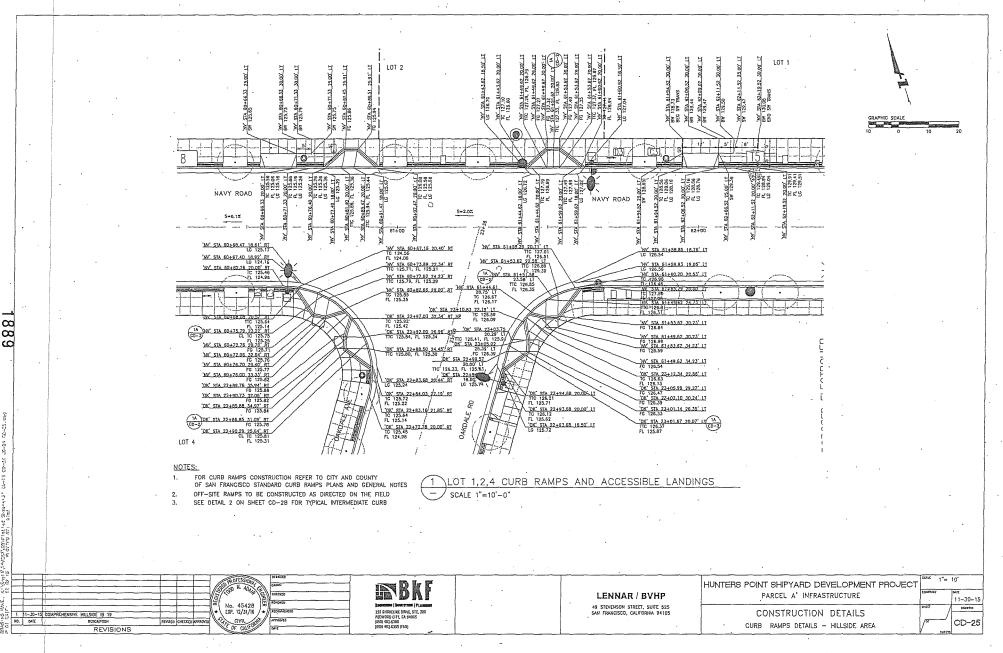






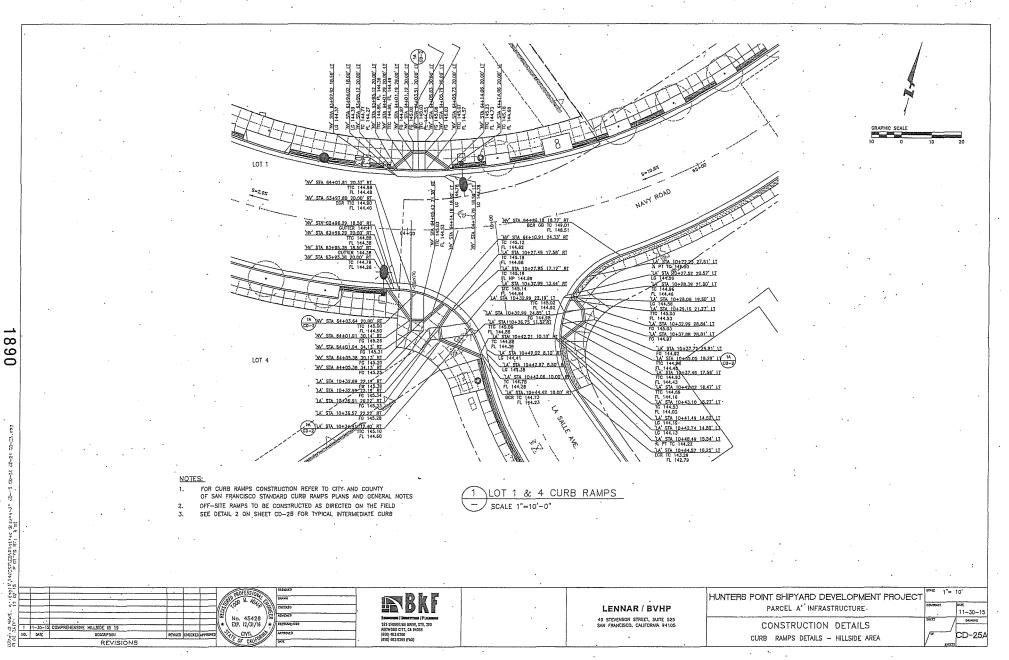






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## San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102 Phone: 415.252.3100 . Fax: 415.252.3112 ethics.commission@sfgov.org . www.sfethics.org

File #: 200189 Bid/RFP #:

## **Notification of Contract Approval**

SFEC Form 126(f)4 (SFE Campaign and Governmental Conduct Code § 1.126(f)4) A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <u>https://sfethics.org/compliance/city-officers/contract-approval-city-officers</u>

1. FILING INFORMATION	
TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	
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 OFFICE OR BOARD
 NAME OF CITY ELECTIVE OFFICER

 Board of Supervisors
 Members

3. FILER'S CONTACT	
NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACT	TING DEPARTMENT CONTACT	
NAME OF DEP	ARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Cheryl Na	ashir	650.821.4500
FULL DEPARTM	MENT NAME	DEPARTMENT CONTACT EMAIL
AIR	Airport Commission	Cheryl.Nashir@flysfo.com

5. CONTRACTOR		- 1 <sup>1</sup> .			
NAME OF CONTRACTOR			TELEPHONE I		
HFF-BRH-SFO, ULC			415-706-	8171	
STREET ADDRESS (including City, State and Zip	Code)		EMAIL		
123 Second St., Sausalito, CA	94965		Glenn.Me	eyers@highfly	ingfoods.co
5. CONTRACT					
DATE CONTRACT WAS APPROVED BY THE CITY	ELECTIVE OFFICER(S)	ORIGINAL BID/	RFP NUMBER	FILE NUMBER (If	applicable)
	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		,	200189	
DESCRIPTION OF AMOUNT OF CONTRACT		· · · · · · · · · · · · · · · · · · ·	-		
\$1,000,000				·	
NATURE OF THE CONTRACT (Please describe)	· · · · · · · · · · · · · · · · · · ·	<u>&gt;</u>			
The operation of a sit-down re Francisco Int'l. Airport.	staurant in Term	r ninal 1, Boa	rding Area	C L16-0316 a	at San
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8. CONTRACT APPROVAL					
<b>B. CONTRACT APPROVAL</b> This contract was approved by:	D ON THIS FORM				
3. CONTRACT APPROVAL	D ON THIS FORM				
B. CONTRACT APPROVAL This contract was approved by: THE CITY ELECTIVE OFFICER(S) IDENTIFIE	· ,				
B. CONTRACT APPROVAL This contract was approved by: THE CITY ELECTIVE OFFICER(S) IDENTIFIE A BOARD ON WHICH THE CITY ELECTIVE	· ,				
B. CONTRACT APPROVAL This contract was approved by: THE CITY ELECTIVE OFFICER(S) IDENTIFIE A BOARD ON WHICH THE CITY ELECTIVE	· ,				
CONTRACT APPROVAL This contract was approved by:     THE CITY ELECTIVE OFFICER(S) IDENTIFIE     A BOARD ON WHICH THE CITY ELECTIVE	· ,				
	OFFICER(S) SERVES	THE CITY ELECTI	VE OFFICER(S)	IDENTIFIED ON TH	IS FORM SITS
B. CONTRACT APPROVAL This contract was approved by: THE CITY ELECTIVE OFFICER(S) IDENTIFIE A BOARD ON WHICH THE CITY ELECTIVE Board of Supervisors	OFFICER(S) SERVES	THE CITY ELECTI	VE OFFICER(S)	IDENTIFIED ON TH	IS FORM SITS
B. CONTRACT APPROVAL This contract was approved by: THE CITY ELECTIVE OFFICER(S) IDENTIFIE A BOARD ON WHICH THE CITY ELECTIVE Board of Supervisors	OFFICER(S) SERVES	THE CITY ELECTI	VE OFFICER(S)	IDENTIFIED ON TH	IS FORM SITS
B. CONTRACT APPROVAL This contract was approved by: THE CITY ELECTIVE OFFICER(S) IDENTIFIE A BOARD ON WHICH THE CITY ELECTIVE Board of Supervisors	OFFICER(S) SERVES	THE CITY ELECTI	VE OFFICER(S)	IDENTIFIED ON TH	IS FORM SITS

## 9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	ТҮРЕ
1	Meyers	Gleen	CEO
2	Mayers	Garrett	CFO
3	Westlye	Kevin	C00
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SAN FRANCISCO ETHICS COMMISSION - SFEC Form 126(f)4 v.12.7.18

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List exec who	FFILIATES AND SUPCONTRACTORS the names of (A) members of the contract cutive officer, chief financial officer, chief of has an ownership interest of 10 percent of tract.	operating officer, or other persons with s	similar titles; (C) any individual or entity
#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	ТҮРЕ
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List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	. ТҮРЕ
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	Check this box if you need to include add	litional names. Please submit a separate	form with complete information.

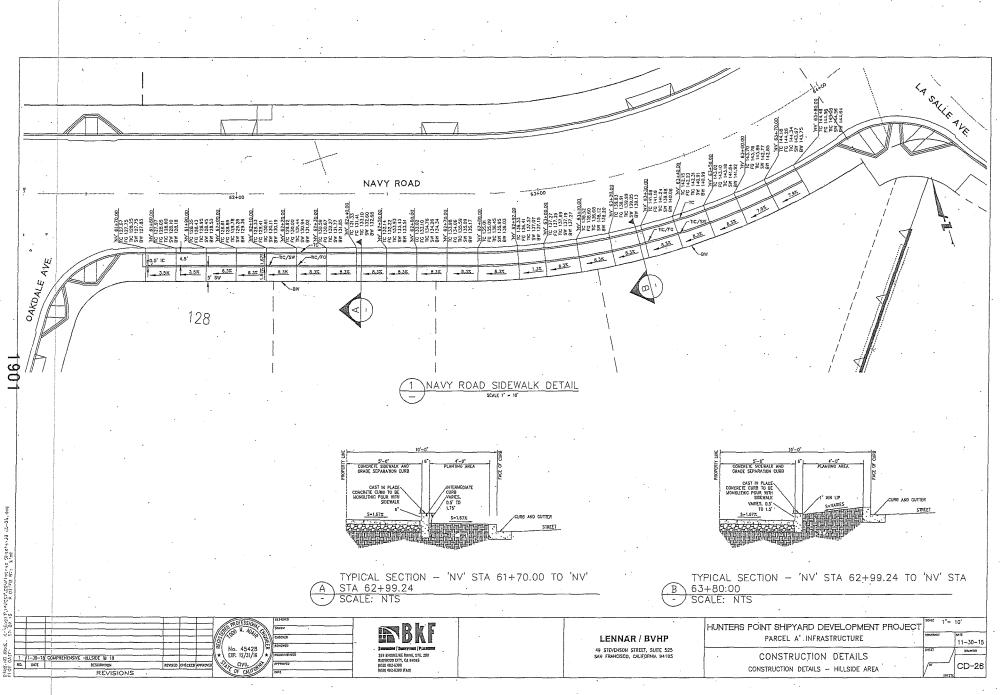
Select "Supplemental" for filing type.

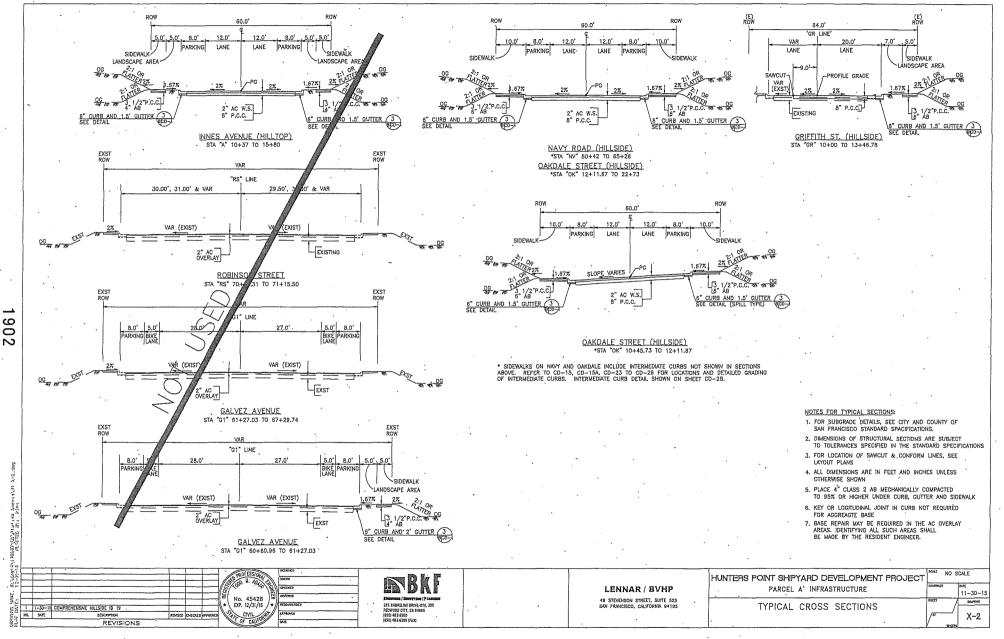
10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

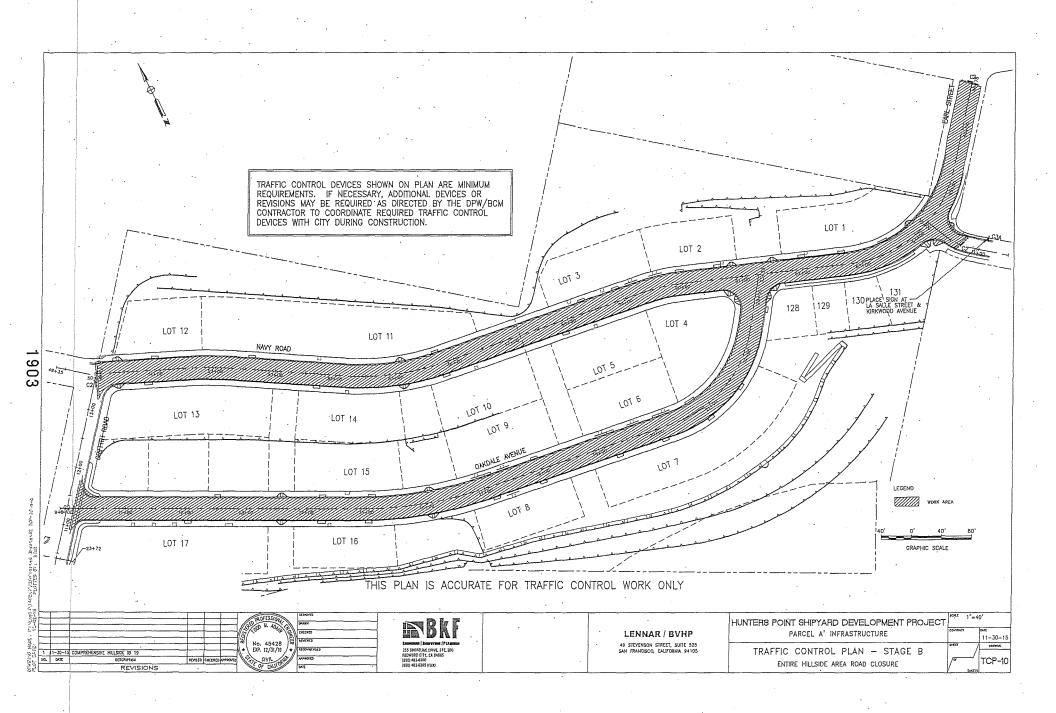
I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

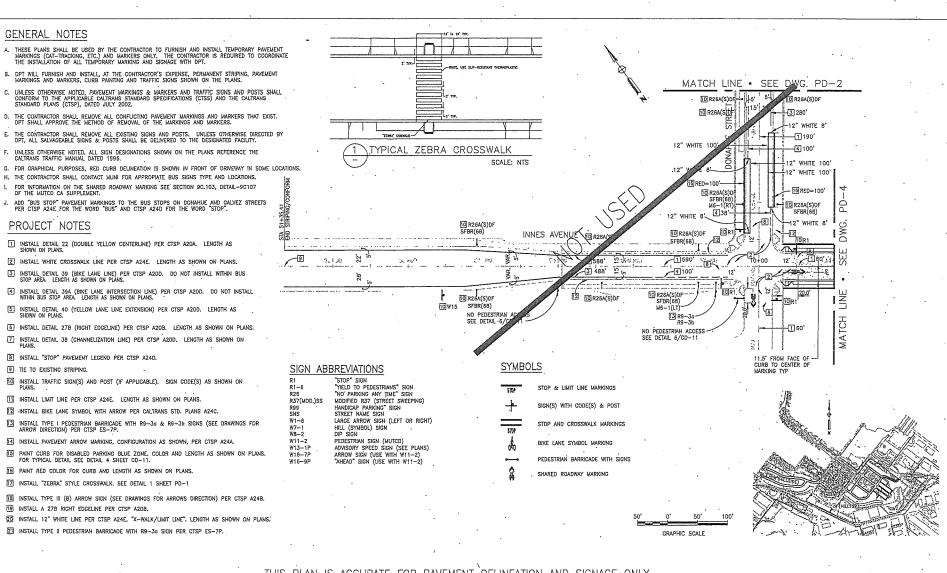
SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR	DATE SIGNED	
CLERK		
BOS Clerk of the Board		





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THIS PLAN IS ACCURATE FOR PAVEMENT DELINEATION AND SIGNAGE ONLY

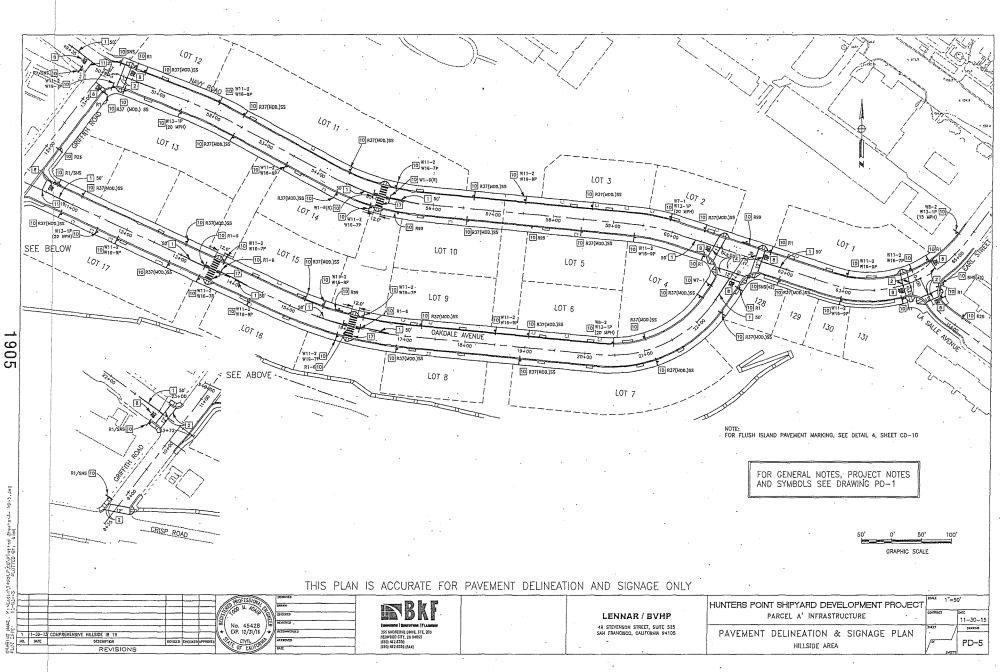
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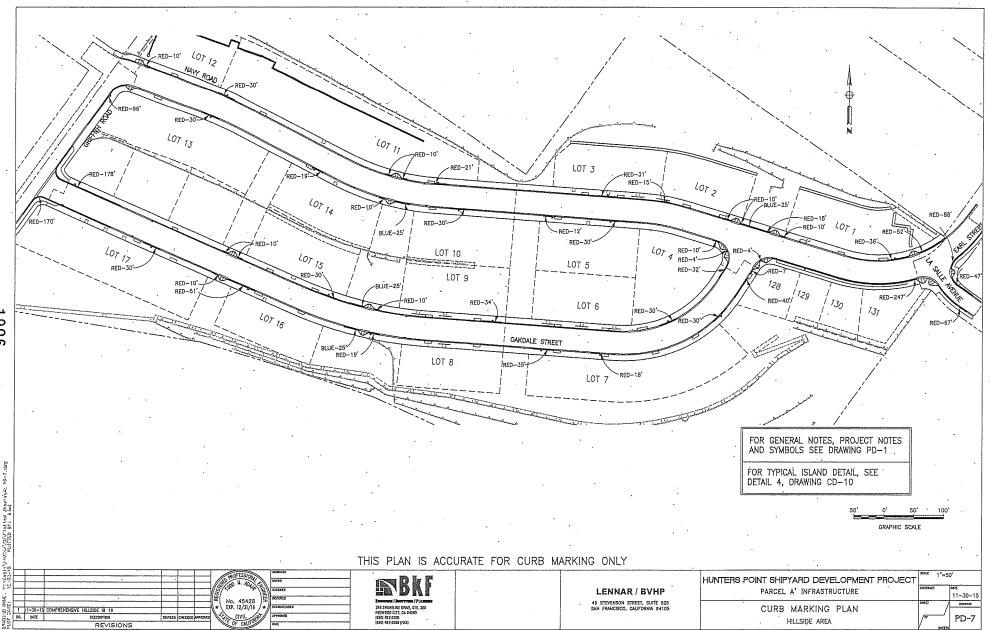
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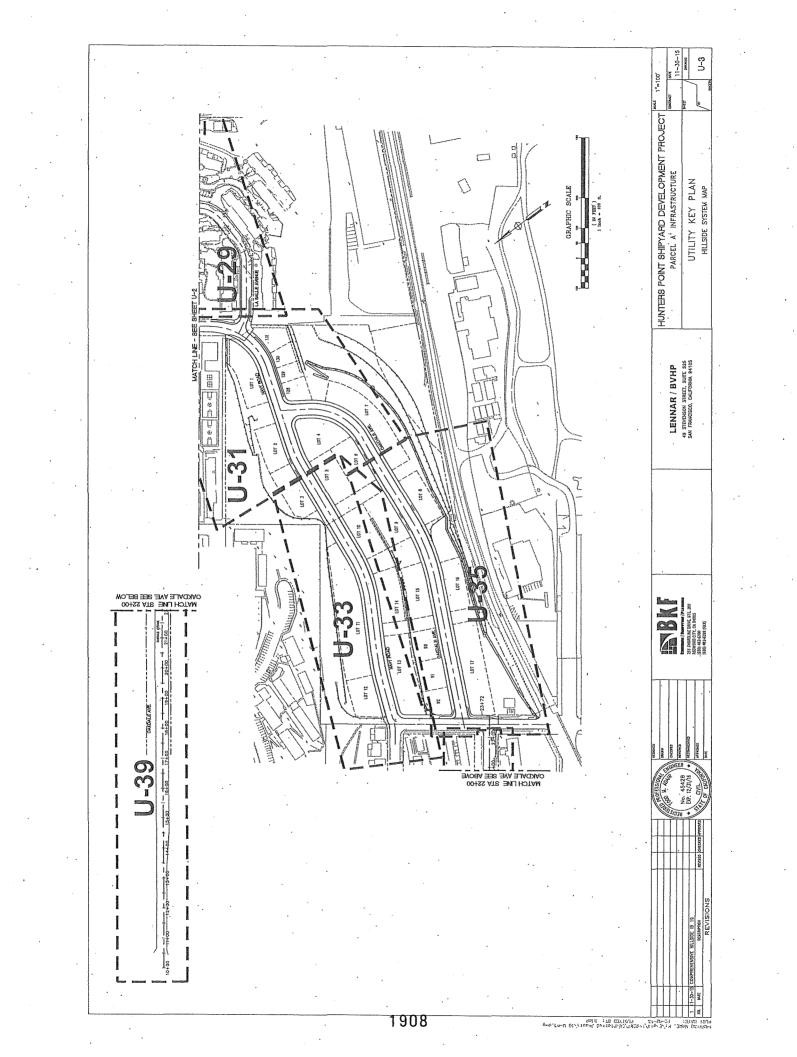


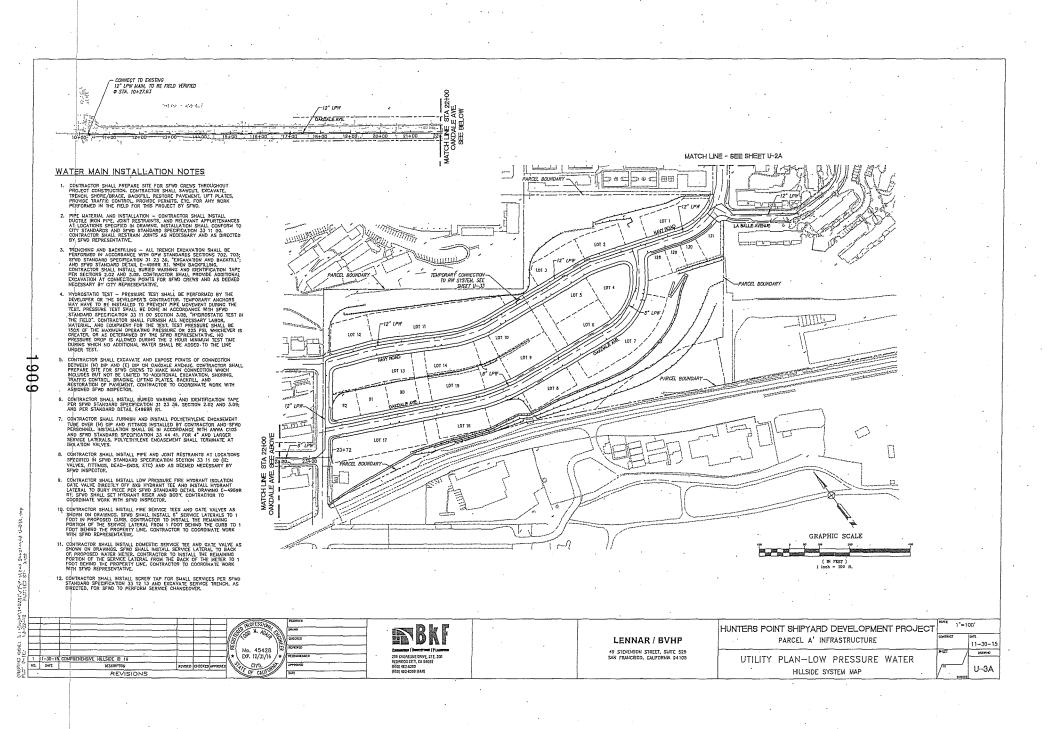


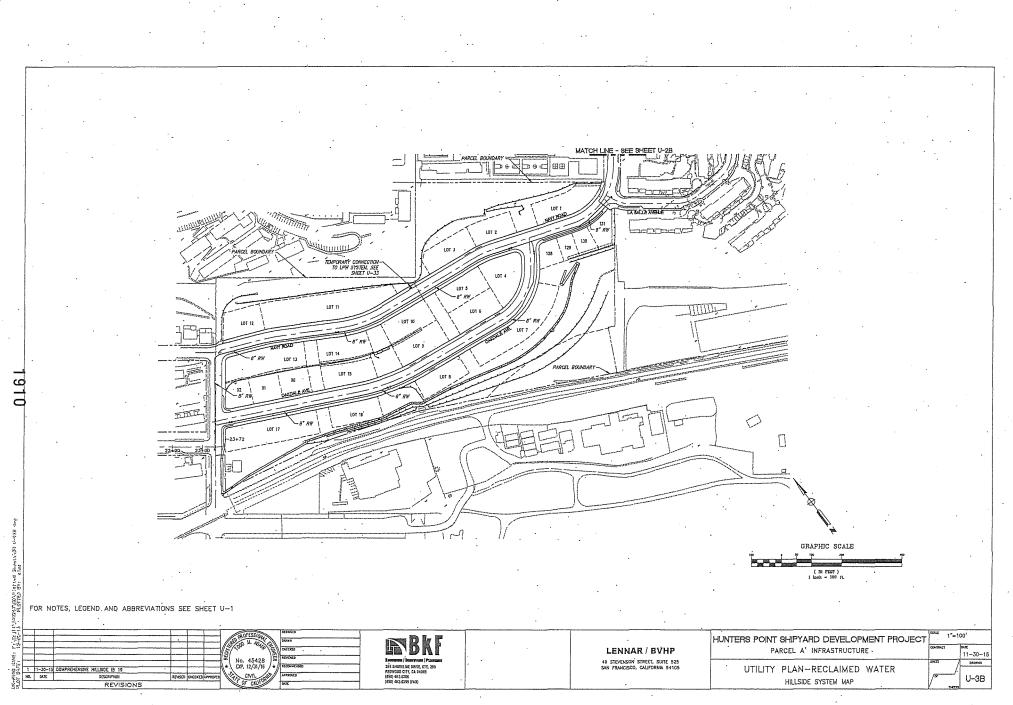


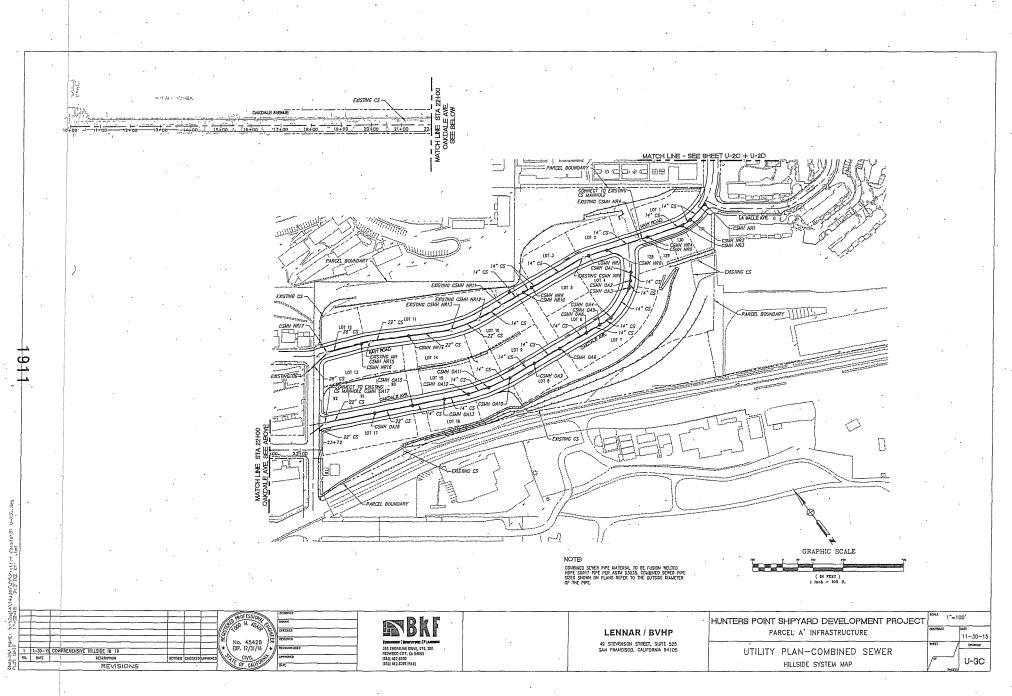
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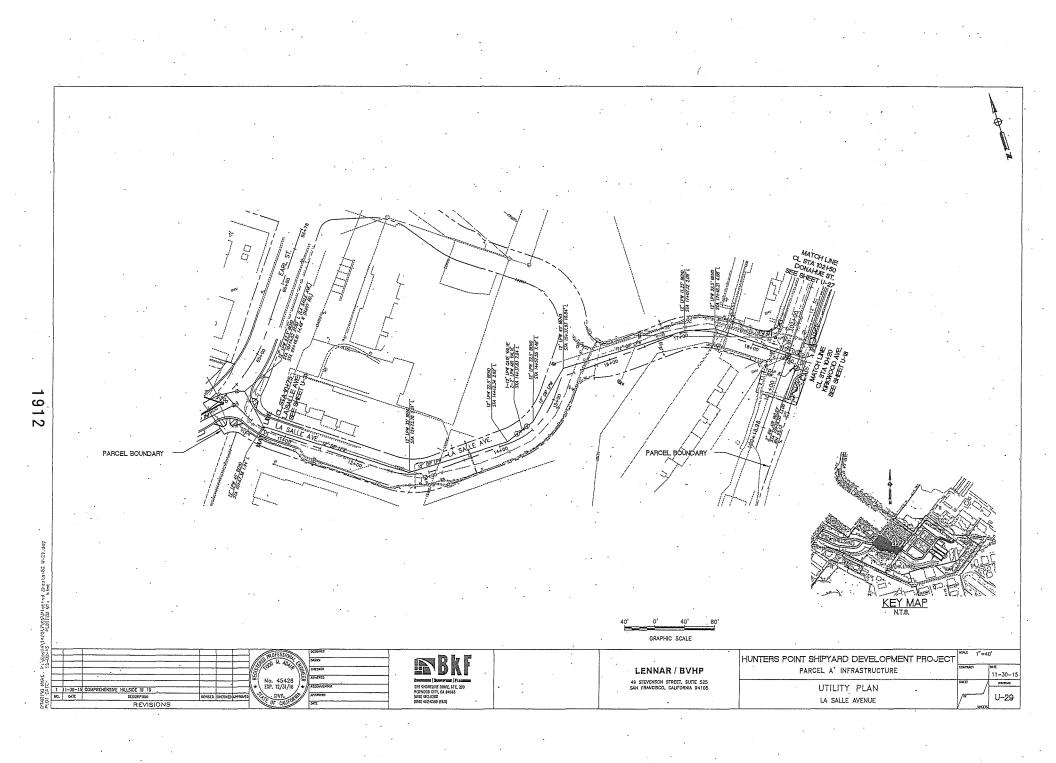
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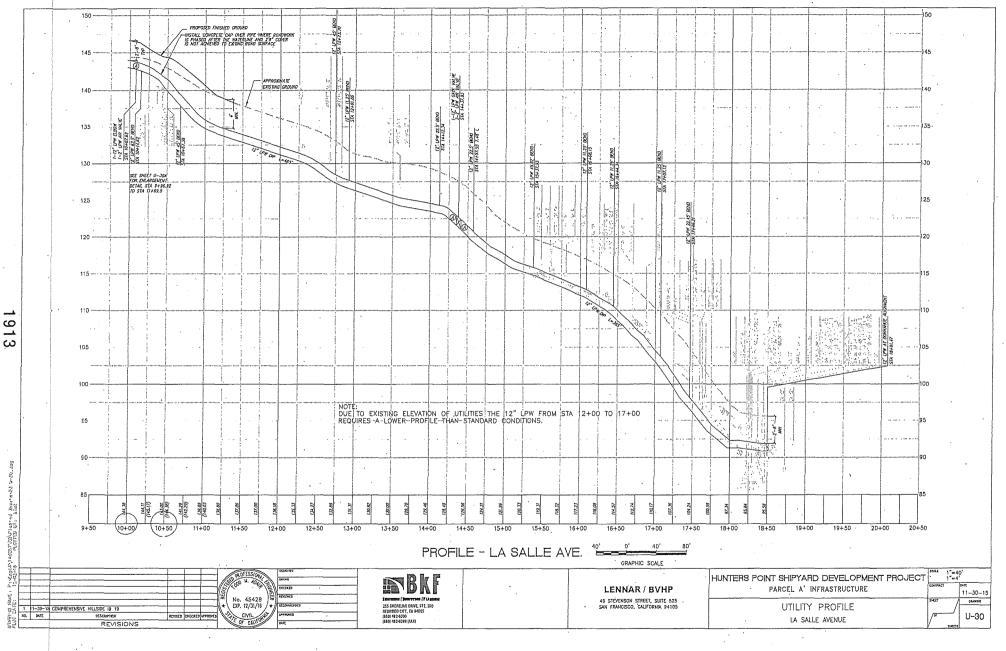








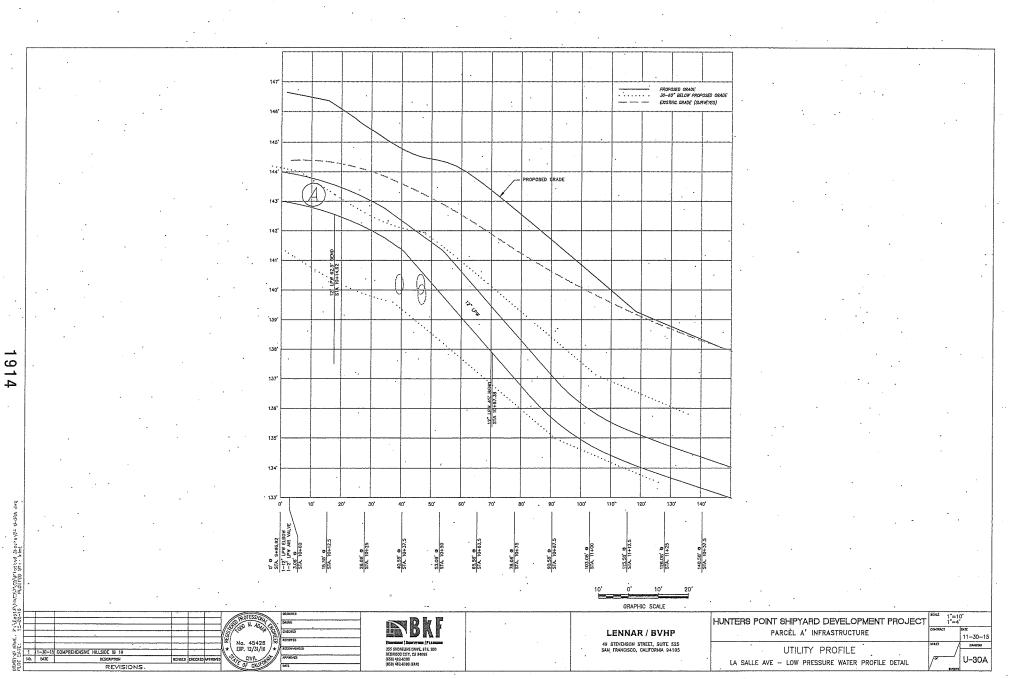


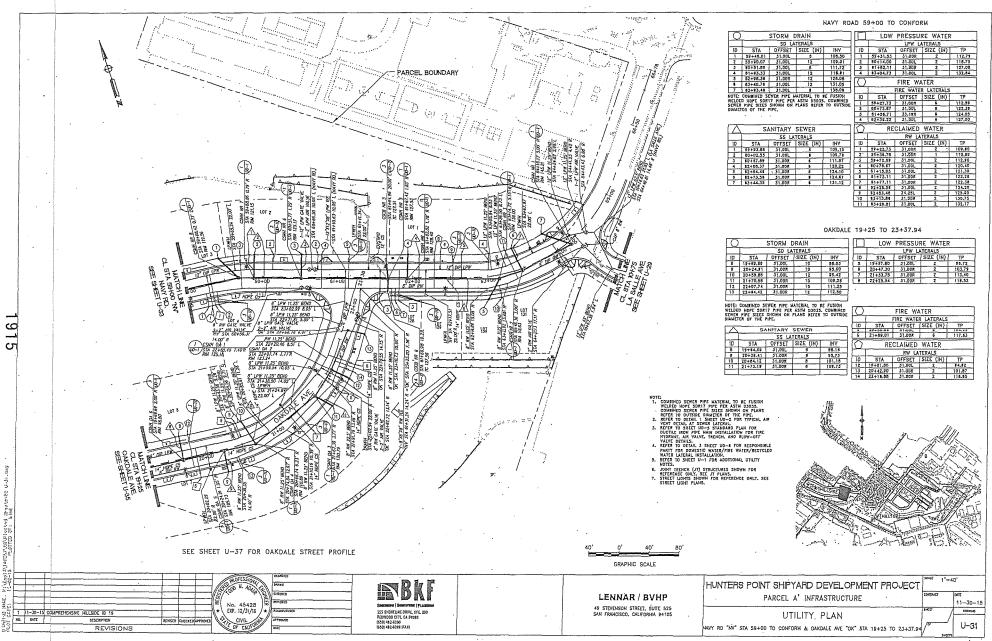


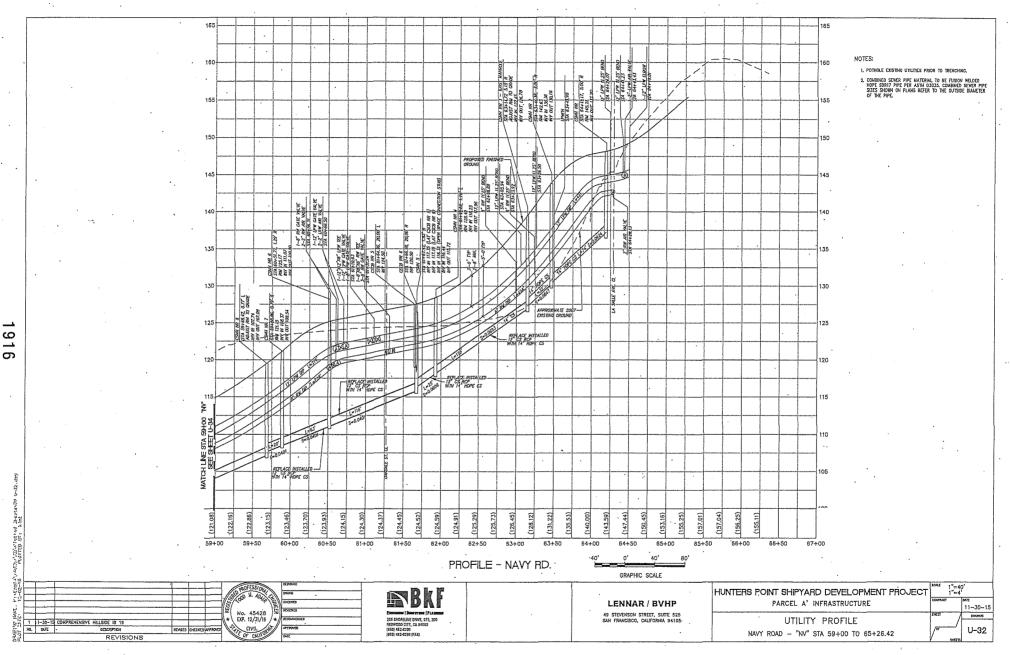
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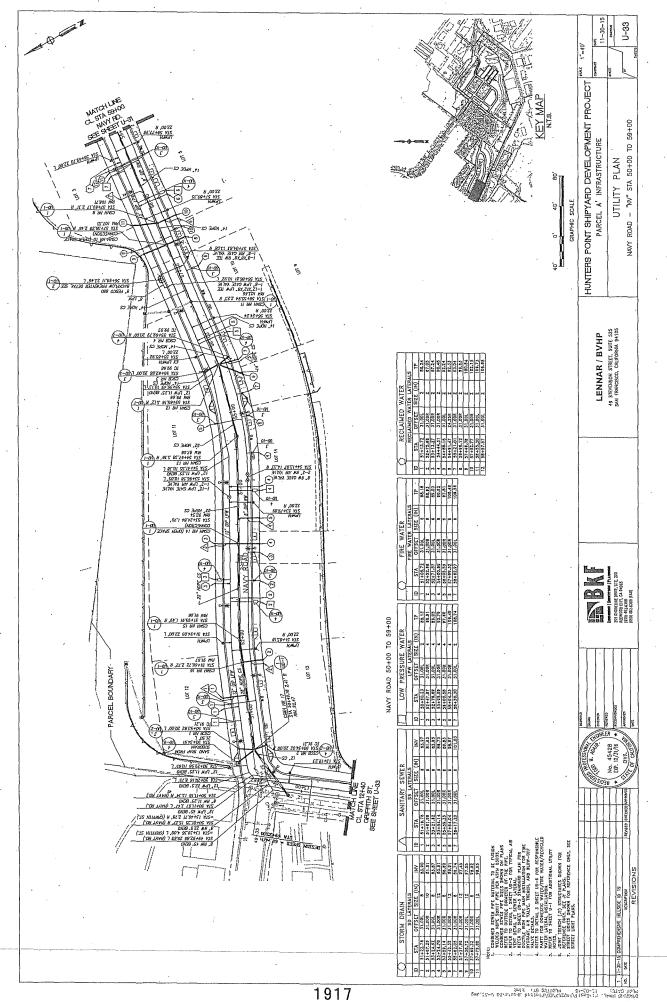
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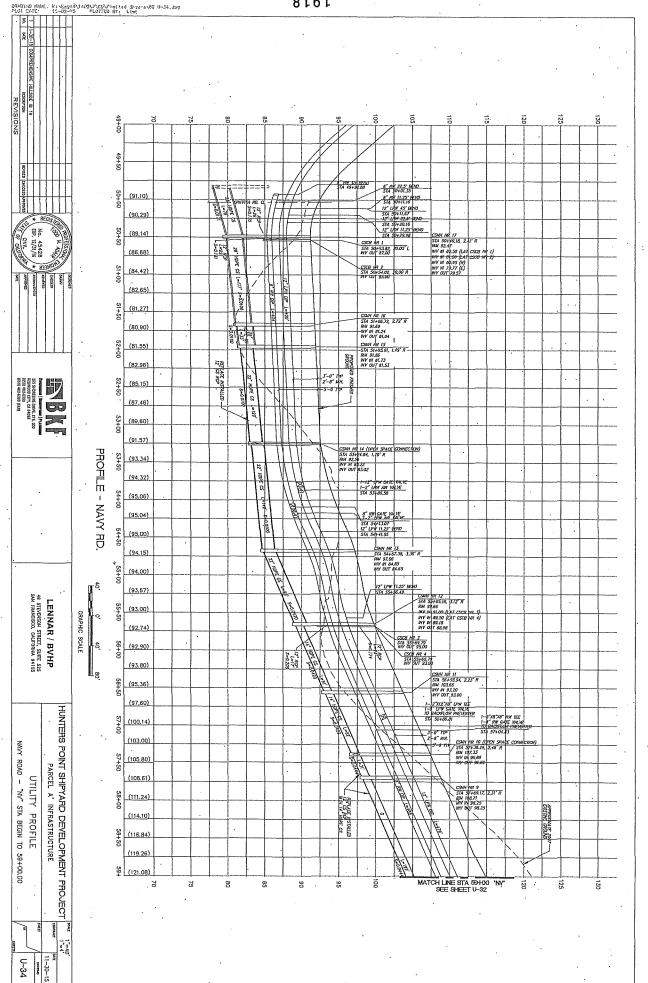


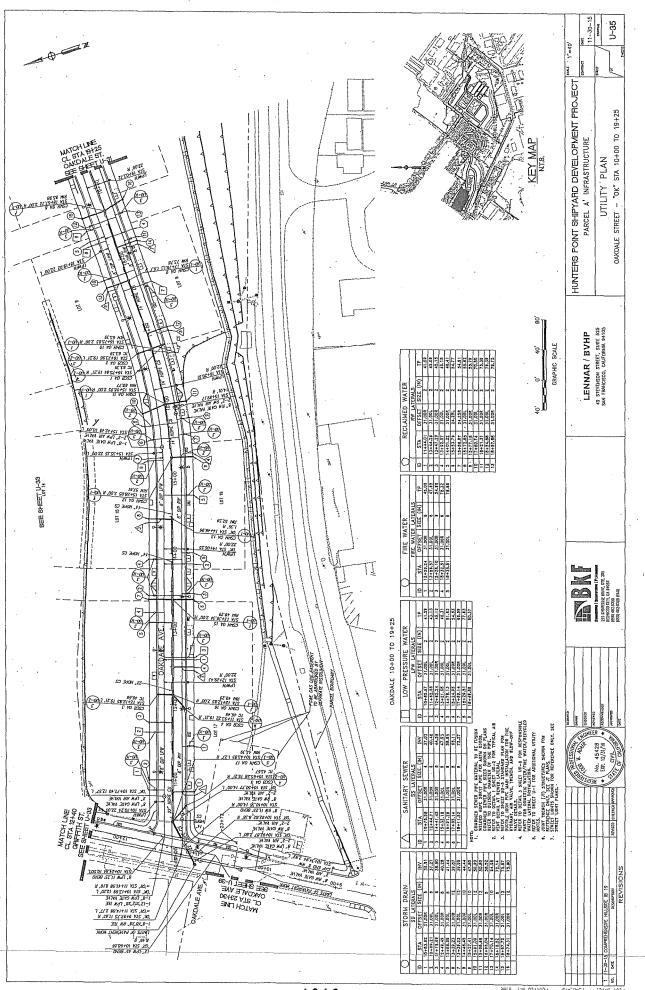




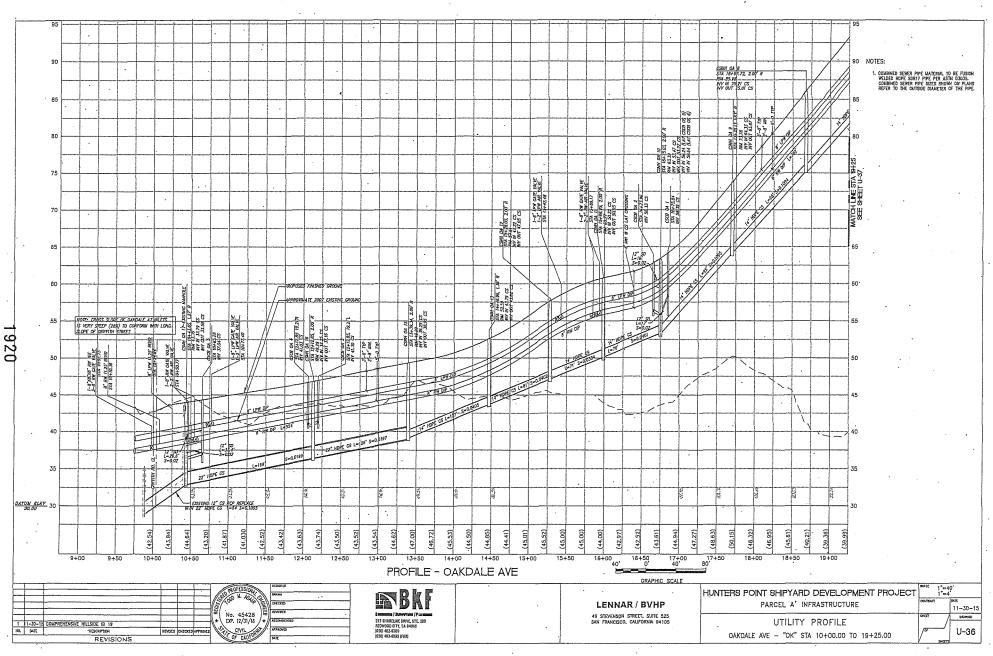
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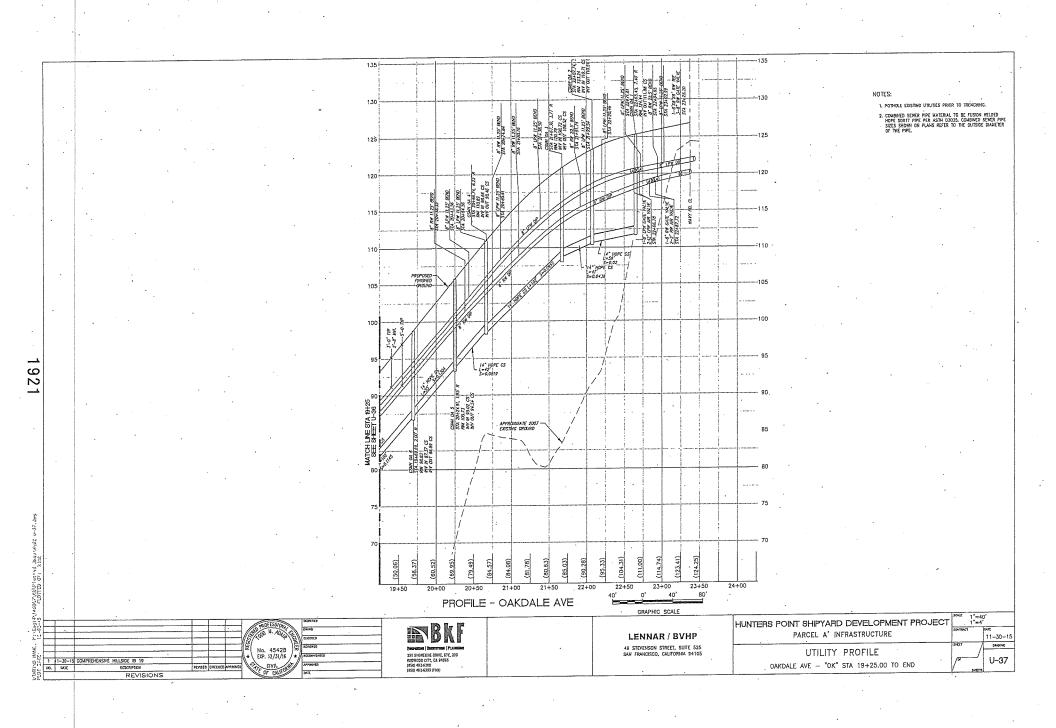


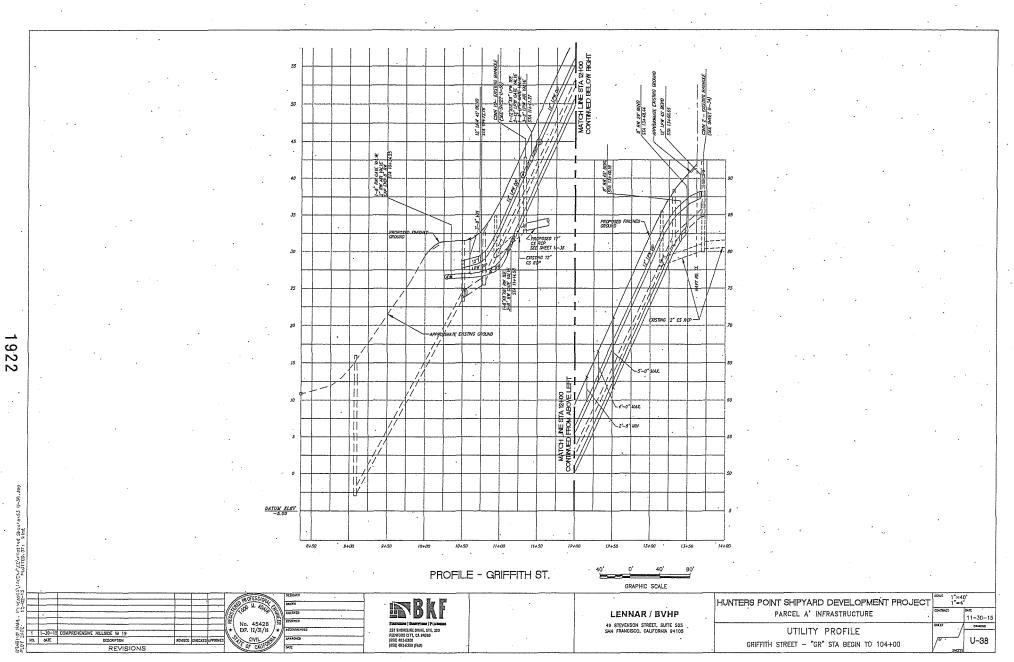


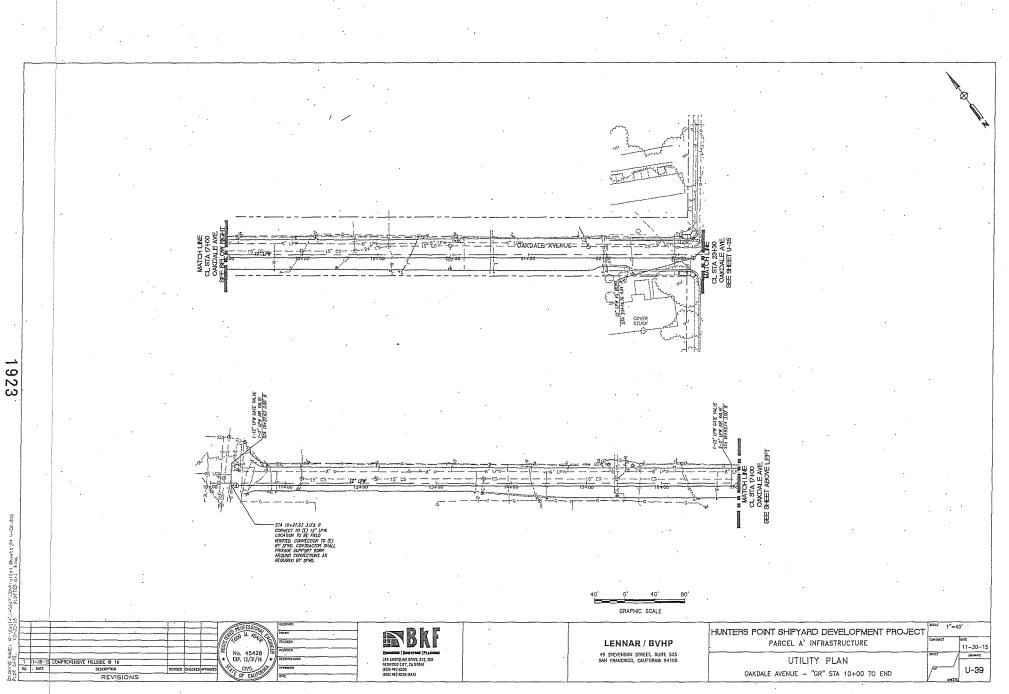


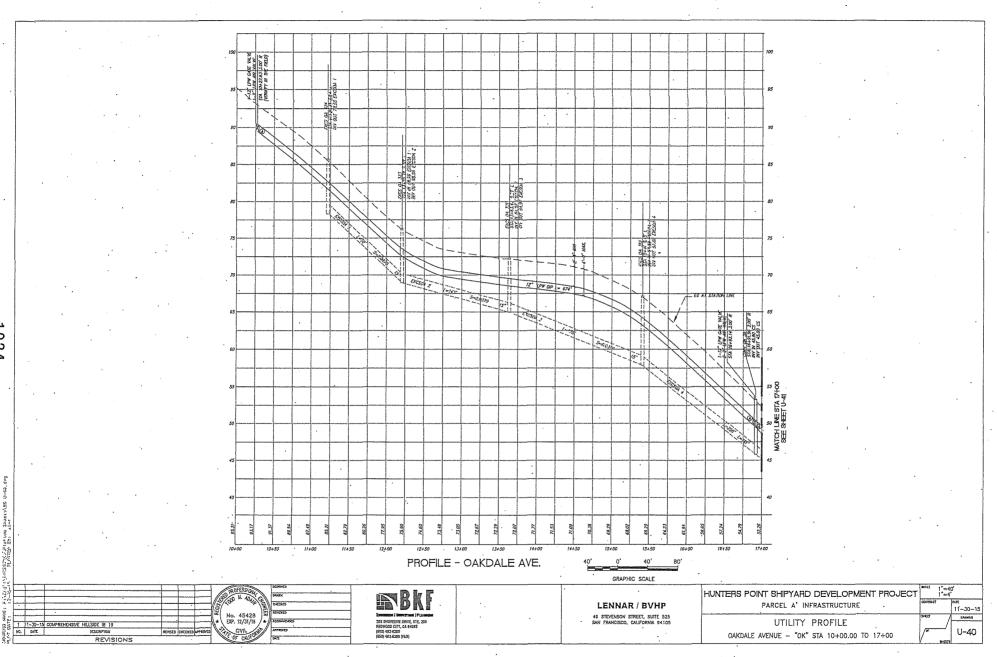
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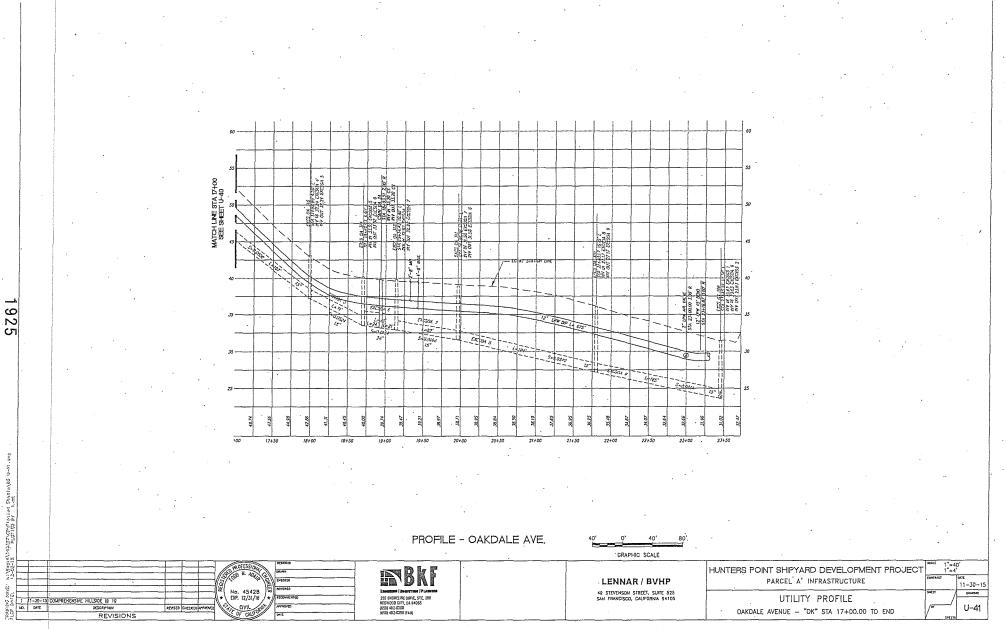


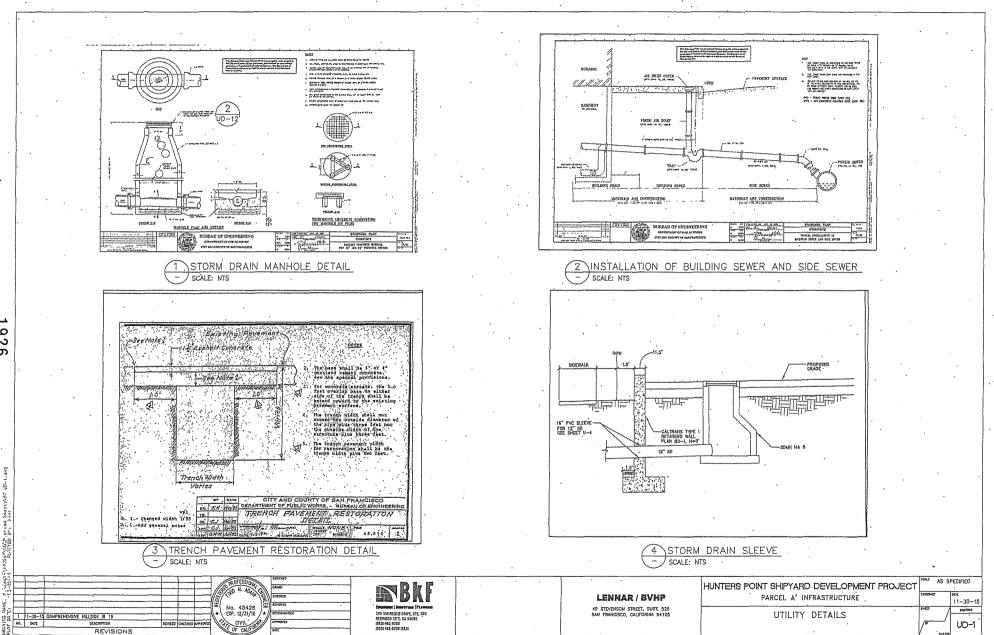






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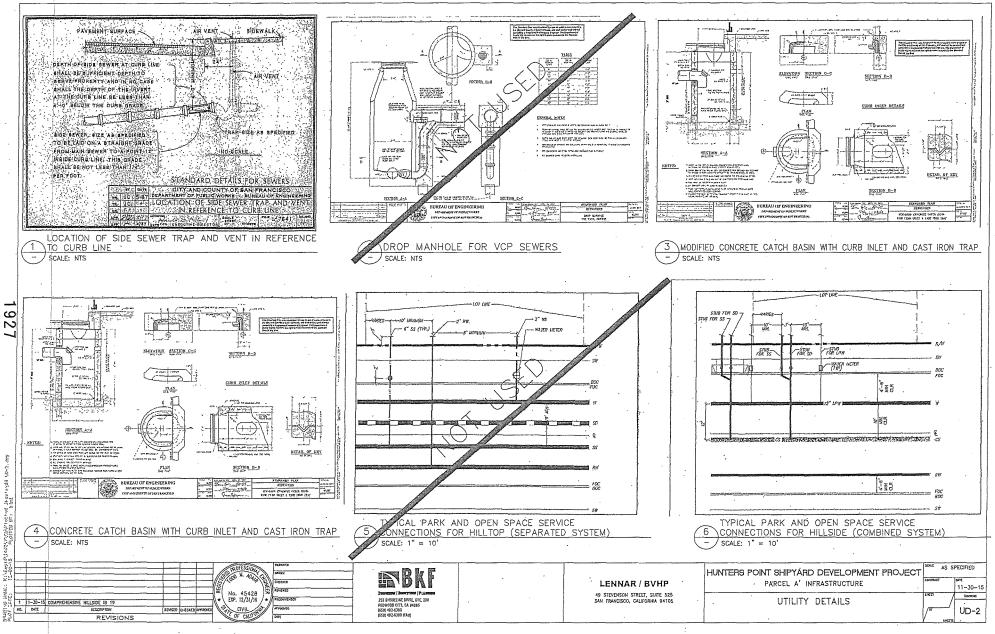




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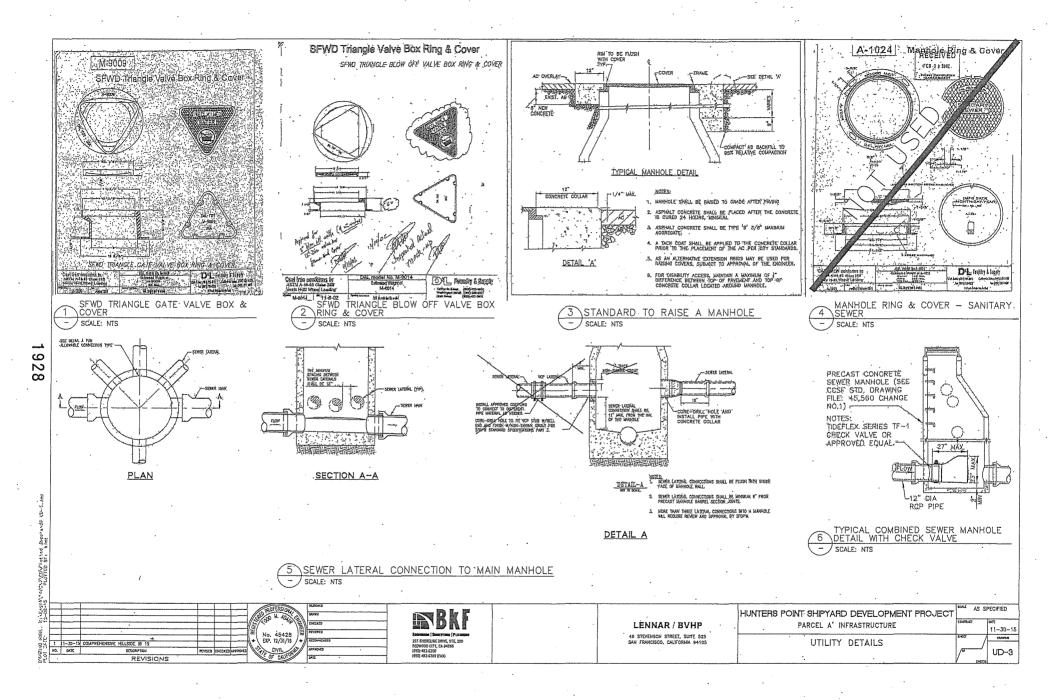
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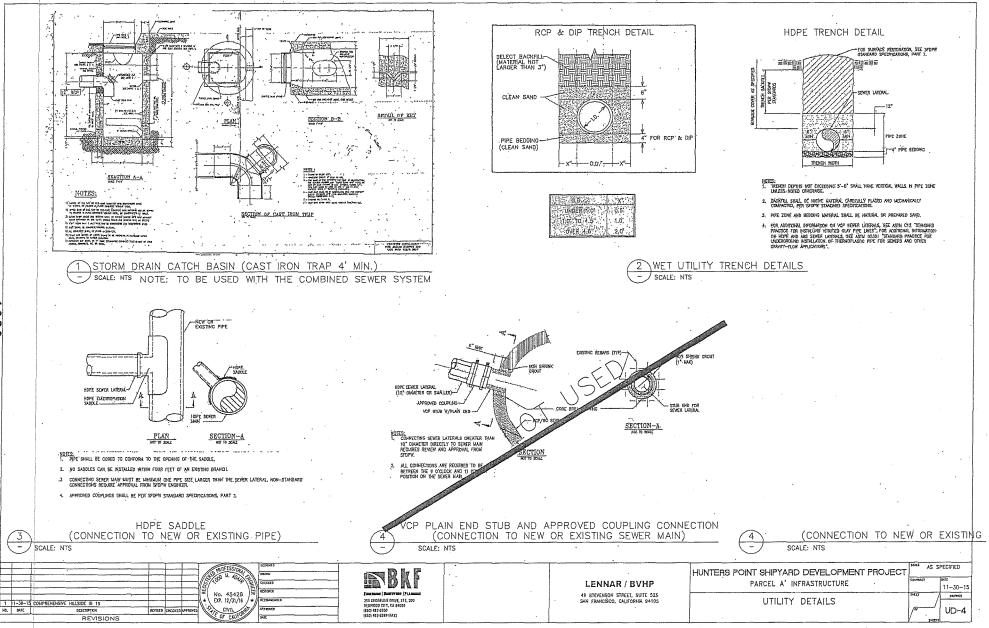
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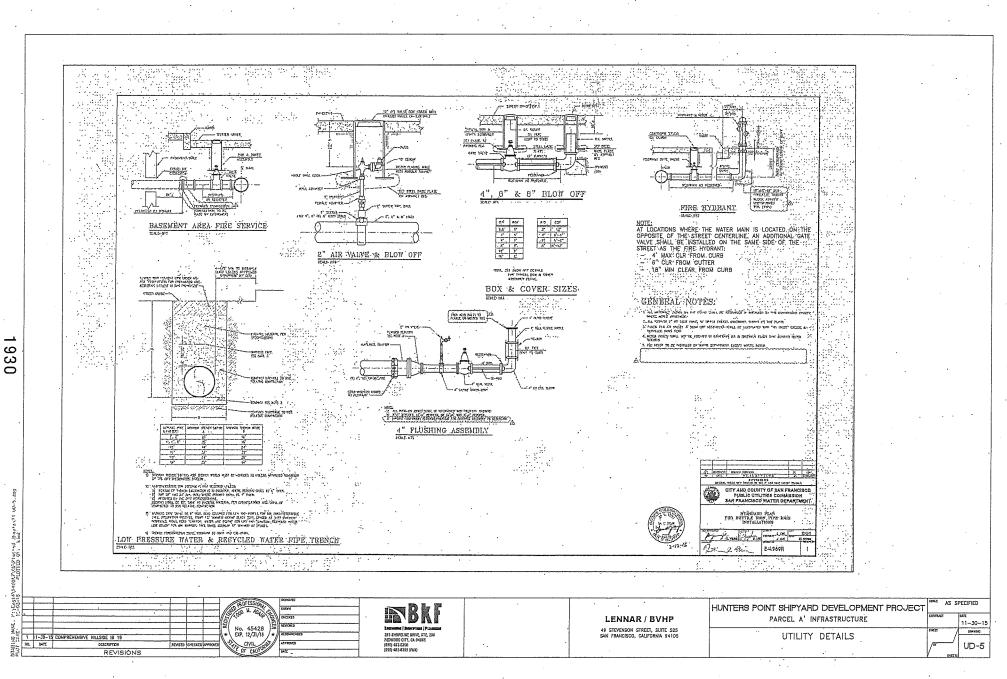




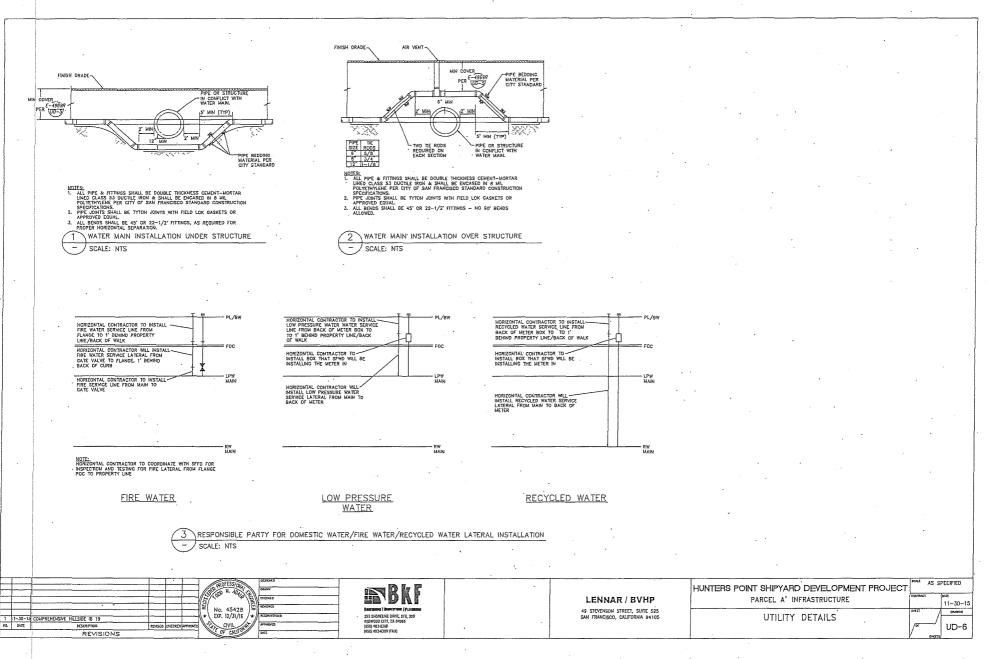
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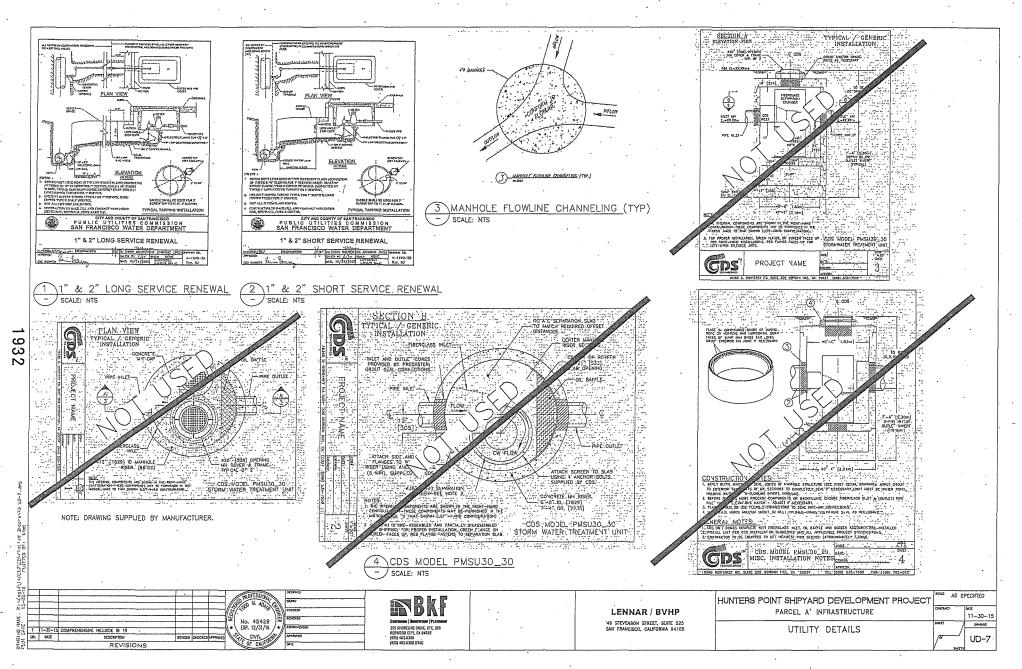
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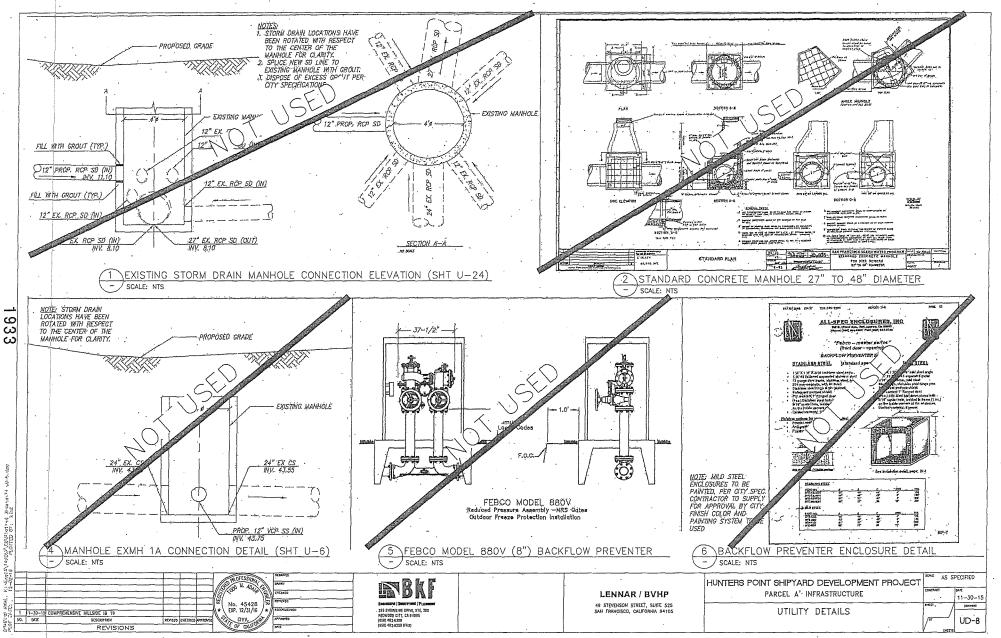


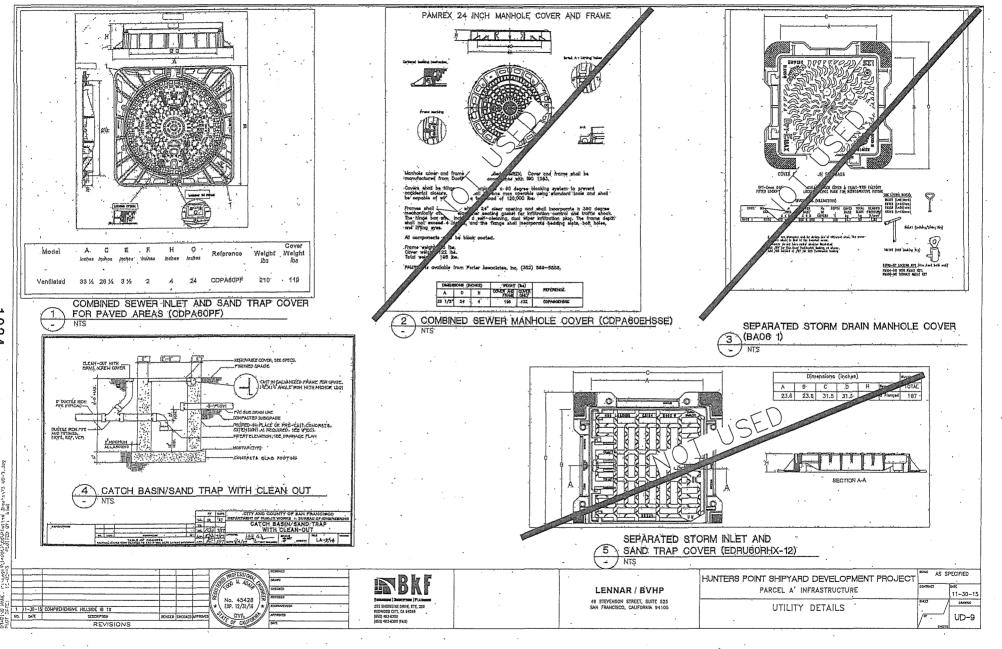
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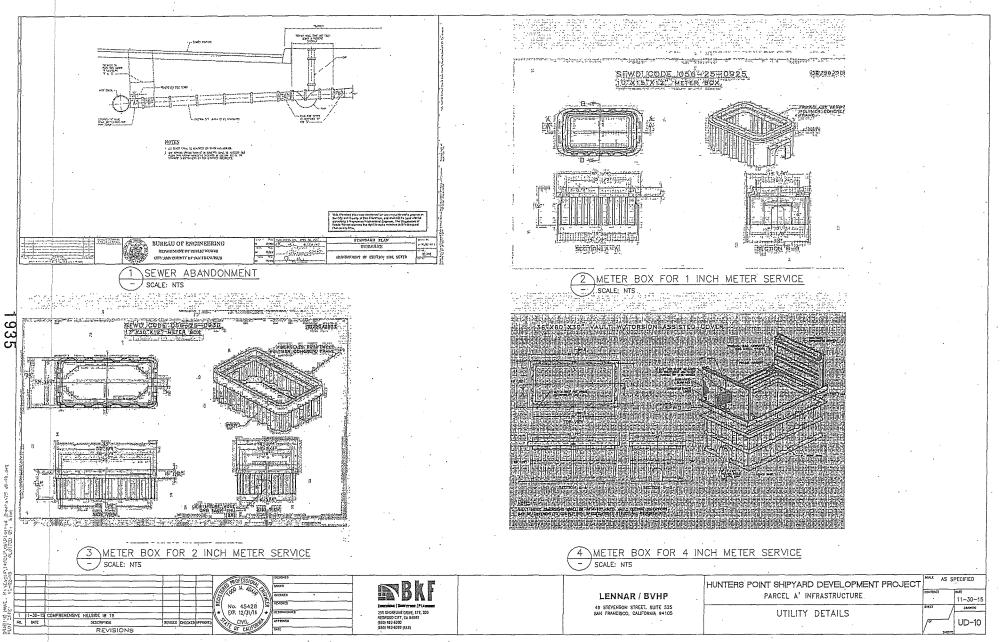
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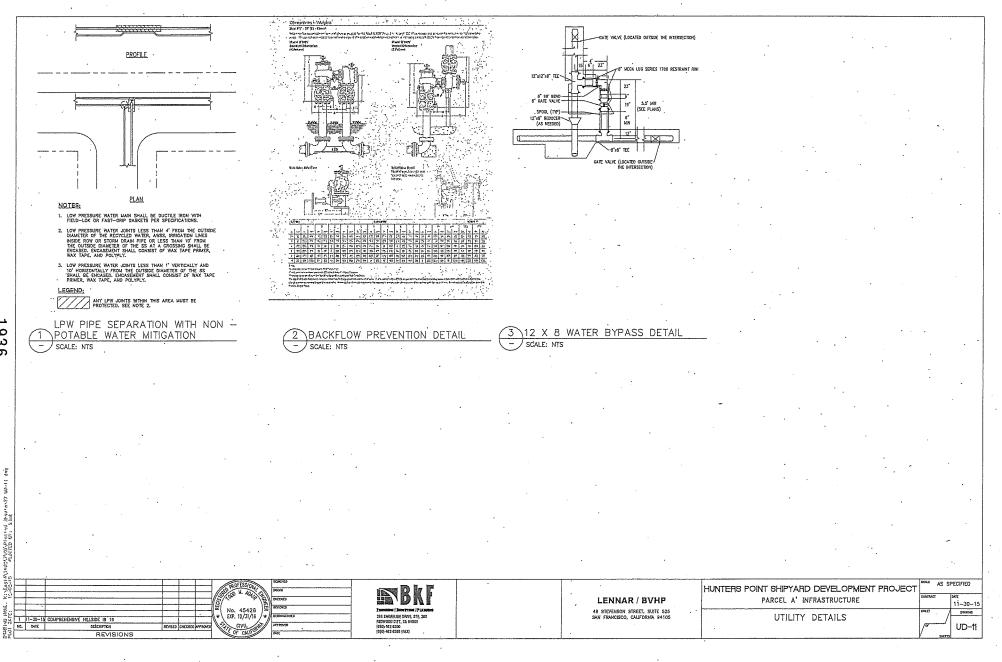
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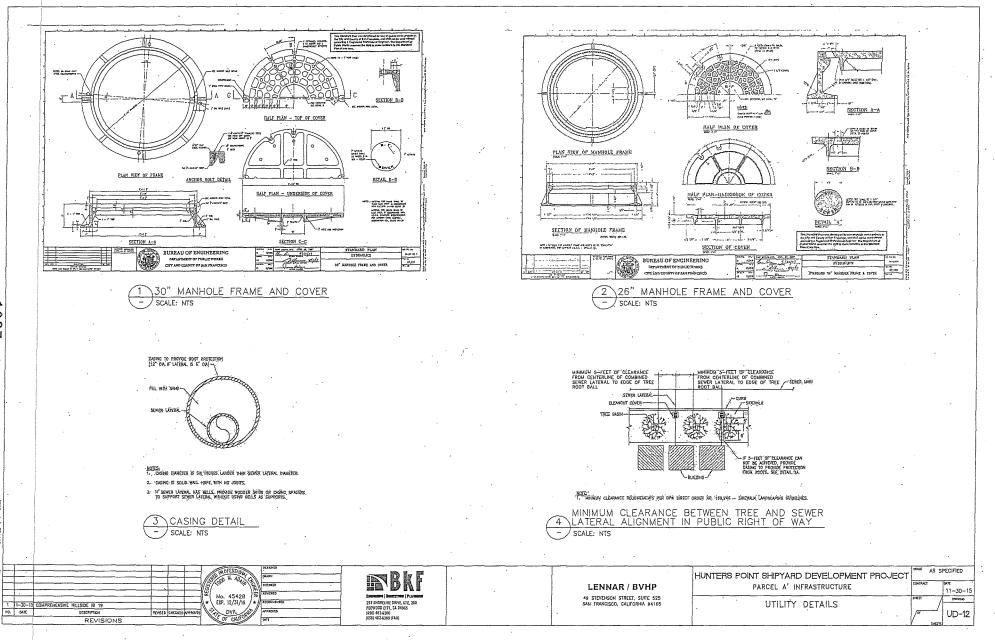
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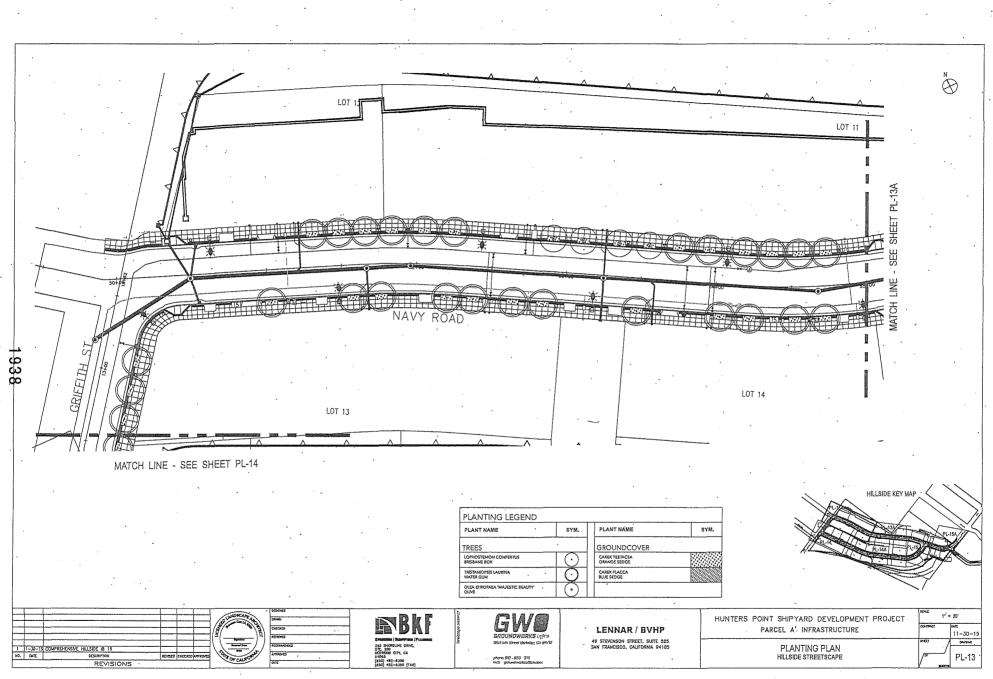


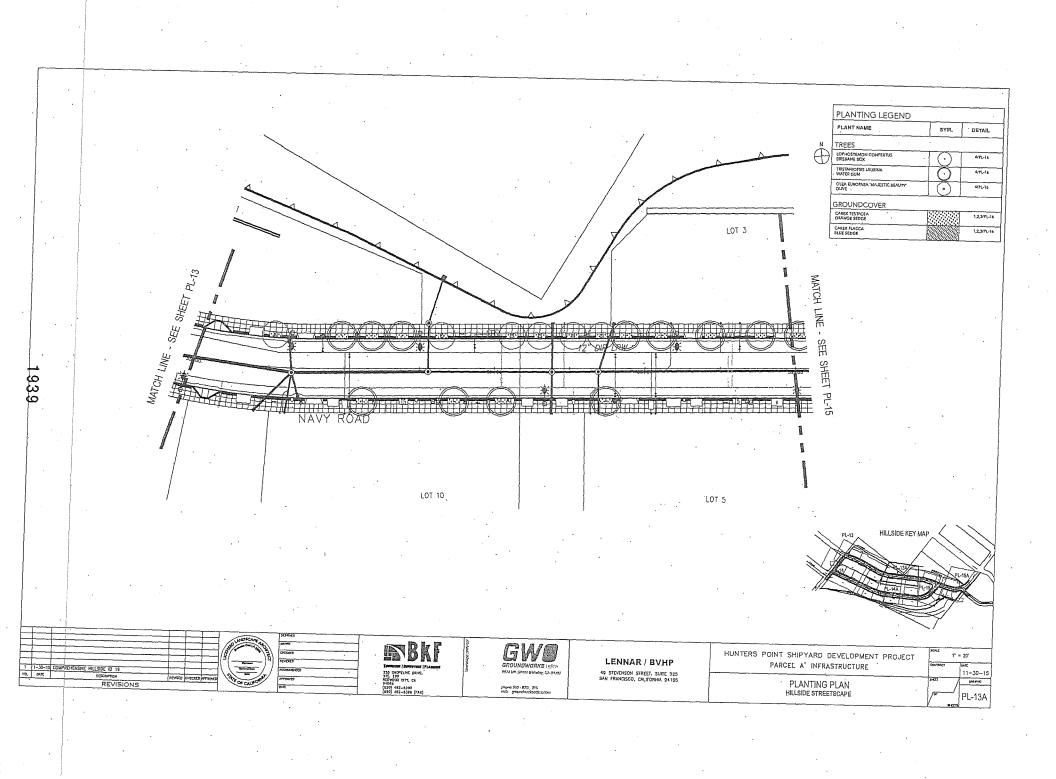


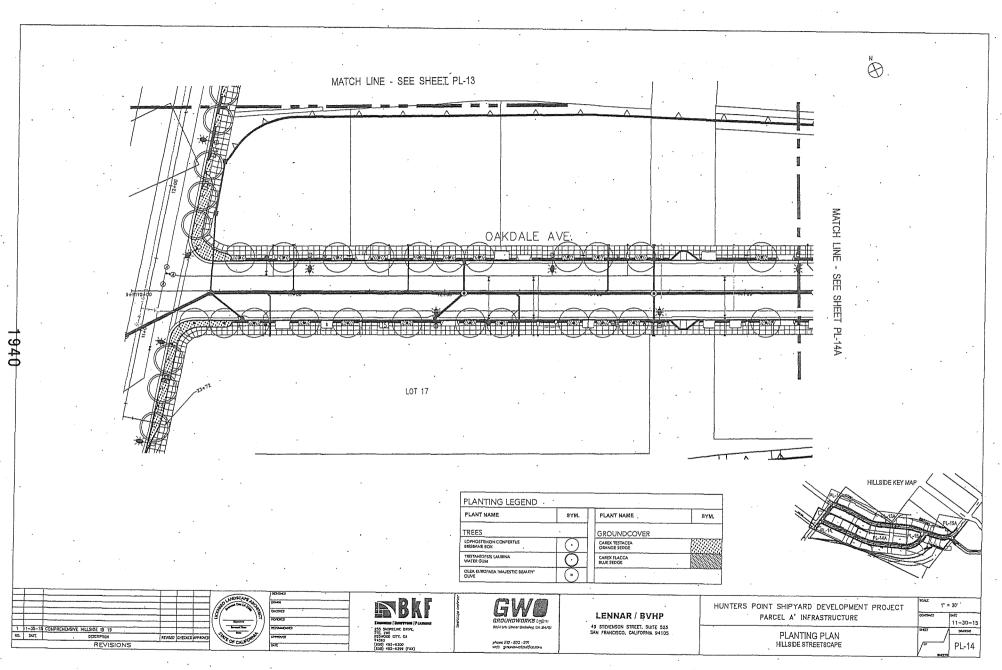
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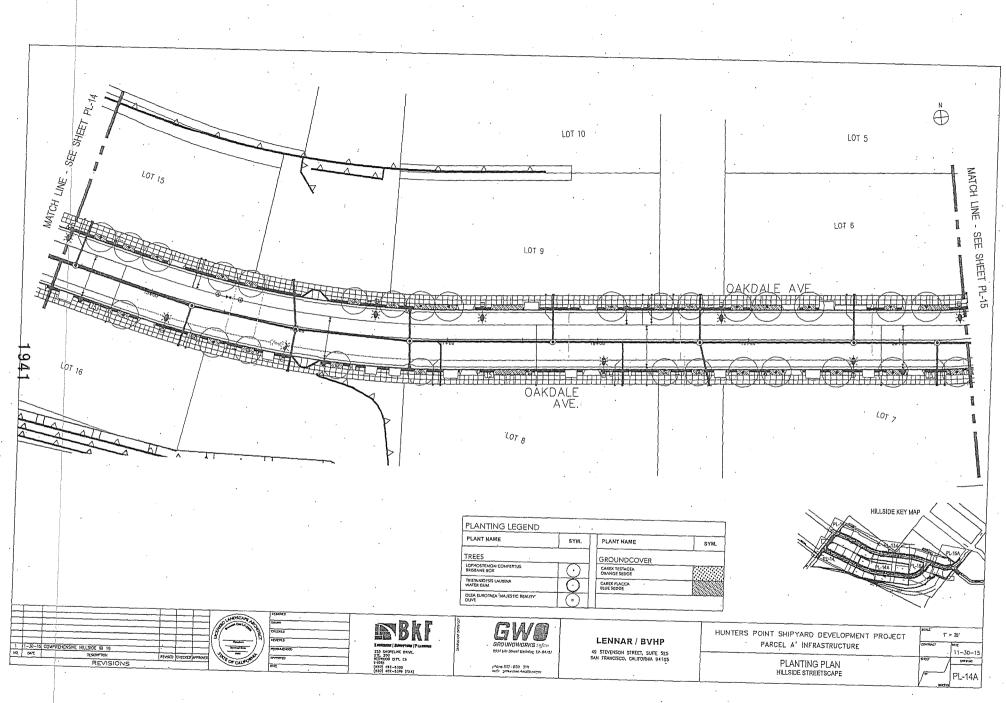


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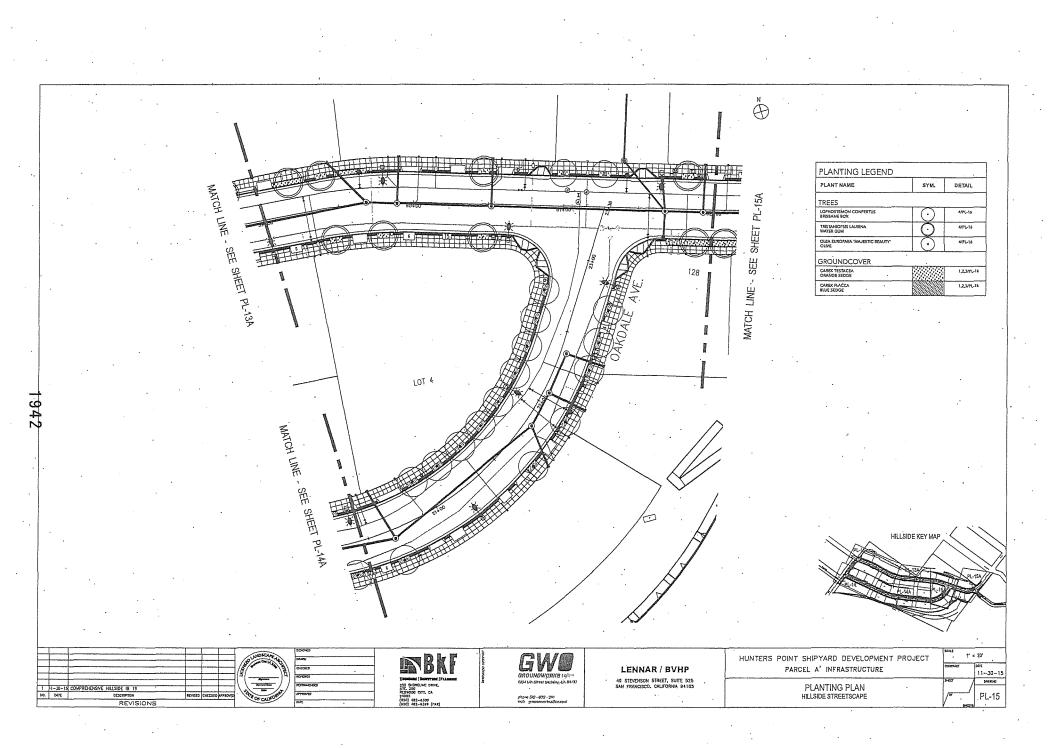
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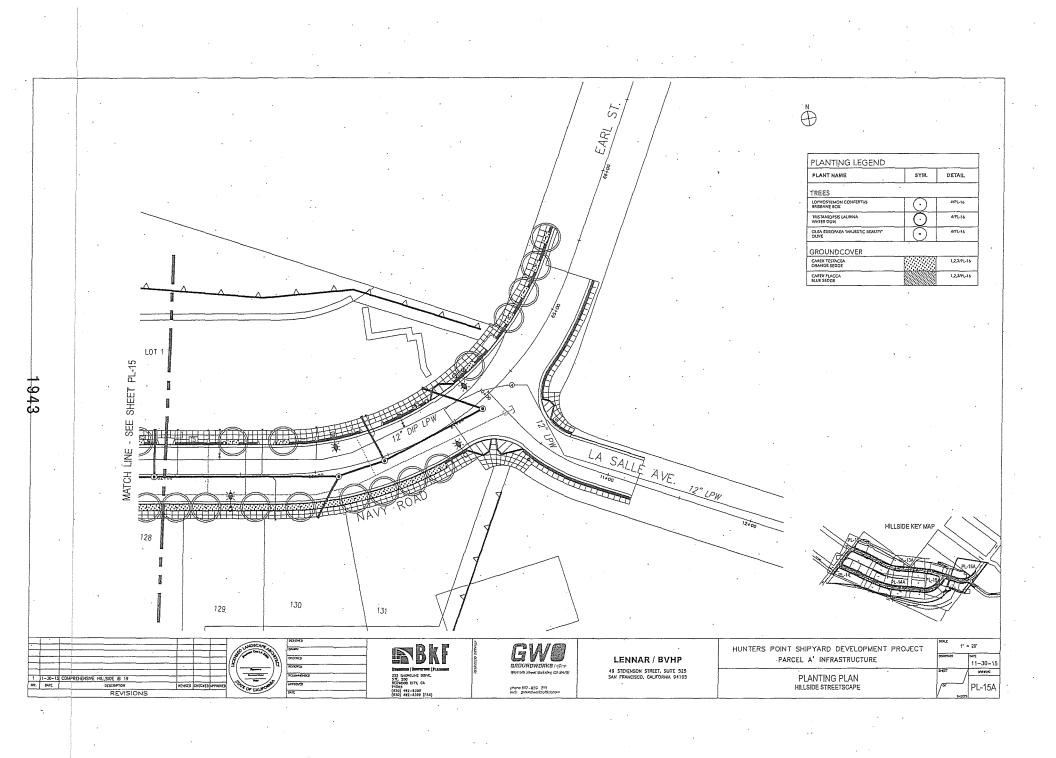


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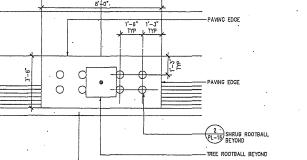
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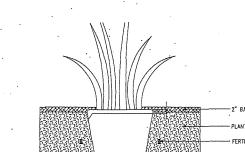


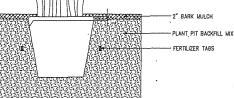
4 24" BOX TREE PLANTING AT CONCRETE UNIT PAVERS

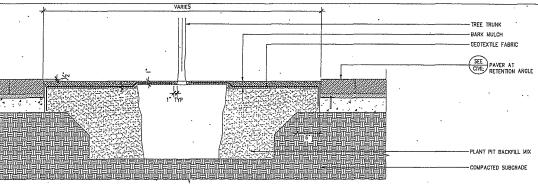


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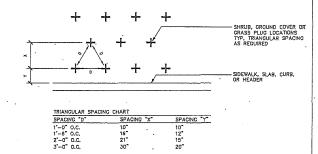
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SCALE: 1-1/2"= 1'-0"



3 8'-0" PLANTER LAYOUT, TYP.	SCALE: 1/2"=1"-D" 2 TYPICAL SH	JB PLANTING	1 TRIANGULAR PLANT SPACING	SCALE: 1/2" = 1'-0"
			HUNTERS POINT SHIPYARD DEVELOPMENT PROJECT	41744CT (2417) 11-30-15
	Image: Specific	Benerof Michael (C. M.C.) Ref Michael (C. M.C.) SAN FRANCISCO, CAUFORNIA 9 Phone EC- 620 201 wob: pravatico-desidecarui		PL-16

## IRRIGATION CONTROLLER PROGRAMMING GUIDELINE NOTE: PR = PRECIPITATION RATE ( INCHES / HOUR )

THE CHAR'S ARE INTENDED TO BE USED AS A DUPENING ONLY AND INDUCATE APPROXIMATE KUN THUSS (IN WANTES) FOR DACH ZONE SUBCED ON ESTIMATED WEEKLY WATER REDURENT'S FOR ESTABLISHED PLANT WATERAL. THE FUNDES SHOWN IN THIS SCHEDULE ARE APPROXIMATE AND HAVE BEEN DUPLEDED FROM LOOAL CURRENT WEENGES DEVENTION OF BEAPOTTANSFRICTION, AND REFLECT MAXIMUM IRRATION REQUIREMENTS OF THE PLANT WATERIAL BASED ON PLANT TYPE AND SPACING. ACTUAL RUN THES MAY BE DIFFERENT DEFENDING ON WAIETY OF FLOTISM INCLUDING HOODORAFY, SOL STRUCTURE, SUN AND WIND EXPOSURE, WEATHER, ACTUAL PLANT WATER REDUREMENTS, ECI.

STEP BY STEP SCHEDULING CHART DIRECTIONS: 1. THIS PROJECT CONSISTS OF THE FOLLOWING IRRIGATION ZONES:

-SHRUB AND GROUNDCOVER -SHRUBS WITH BUBBLERS

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1 1-30-15

NO. DATE

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DESCRIPTION

REVISIONS

2. DETERMINE THE PLANT TYPE OF THE PARTICULAR ZONE, IE. TURF, SHRUB, TREE BUBBLER OR SHRUB BUBBLER.

3. USE THE TREE BUBBLER CHART FOR TREE BUBBLERS.

4. USE THE SHRUB BUBBLER CHART. FOR SHRUB BUBBLERS.

# BUBBLER SCHEDULE (TREE):

PRECIPITATION RATE (INCHES/HO		TORO			ATIO				Franc	isco					1
				HEAD SPACING			3	N/A					1		
IRRIGATION SYSTEM EFFICIENCY				HEAD GPM		1						1			
PLANT FACTOR	0,4										1				
YEAR 2 REDUCTION AMOUNT		10% OF	YEAR	1 (E)	TAB	LISHN	IENT	RUN	TIME	MINU	TES				]
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APPLIED ETO PER			0	to	1 8	0.33			0.53		0,45			tř	1
MINUTES OF WATER PER WEEK		YEAR 1	Τå	Ō	ō	23	28	35	38	37	31	21	0	Ťŏ	1
• 1	t	YEAR 2	0	0	10	21	26	32	34	33	28	19	0	0	1
DAYS PER WEEK		YEAR 1	1	2	3	3	3	13	3	3	3	3	2	11	1
		YEAR 2	1	2	3	3	3	3	3	· 3	3	3	2	1	1
MINUTES OF WATER PER DAY		YEAR 1	0	0	0	8	8	12	13	12	10	7	0	0	1
1	- 1	YEAR 2	0	0	0	7	9	11	11	11	9	6	0	0	1
CYCLES PER DAY		YEAR 1	1	1	1	2	2	3	3	2	2	1	1	11	1
		YEAR 2	.1	1	1	2	2	3	3	2	2	1	1	1 5	1
MINUTES PER CYCLE		YEAR 1	0	0	D	4	5.	4	4	6	5	7	0	0	]
• 1		YEAR 2	0	0	0	3	4	4	1	6	5	6	0	0	1
PRECIPITATION RATE (INCHES/HOL RRIGATION SYSTEM EFFICIENCY		2.81 0.85		HEAD		CING		NVA 0.5							
														_	
PLANT FACTOR		1.05		- CAL	ort	<u> </u>		v,5							
TEAR 2 REDUCTION AMOUNT		10% OF Y	EAR	1 (55)	TARI	CLA /		1 1 1 2	107.1	1.11 771	- 0				
ENA 2 REDUCTION AMOUNT	Ŀ	10% UF 1	EAR	1125	ABL	SHW	NUT	NUN II	MC N	INUII	15				
		MONTH I	IAN	FER	MAR2	APRI	MAVI	ii mit	H K I	ALVE	cap	OCT	ared	DECI	TO
ETC PER		NONTH													
ETO PER	MONTH (	INCHES)	0.00	0.00	0.00	3.00	3.70	4.60	4,90	4.80	4.10	2.80	0.00	0,00	
ETO PER	MONTH ( WEEK (II	INCHES)	0.00	0.00 0	0.00	3.00	3.70 0.9	4.60	4,90	4.80 1.1	4.10 0.9	2.00	00.00	0.00	
APPLIED ETO PER	MONTH ( WEEK (II WEEK (II	NCHES) NCHES] NCHES]	0.00	0.00 0 0	0.00 0 0	3.00 0.7 0.3	3.70 0.9 0.4	4.60 1.1 0.5	4.90 1.1. 0.5	4.00 1.1 0.5	4.10 0.9 0.4	2.00 0.6 0.3	0.00	0.00	
ETO PER	MONTH ( WEEK ()	INCHES) NCHES] NCHES] YEAR 1	0.00 0 0	0.00 0 0	0.00 0 0 0	3.00 0.7 0.3 24	3.70 0.9 0.4 30	4.60 1.1 0.5 37	4,90 1.1. 0.5 39	4.00 1.1 0.5 39	4.10 0.9 0.4 33	2.00 0.6 0.3 23	00.00	0.00	
ETO PER APPLIED ETO PER INUTES OF WATER PER WEEK	WEEK (I	INCHES) NCHES] NCHES] YEAR 1 YEAR 2	0.00	0.00 0 0	0.00 0 0	3.00 0.7 0.3	3.70 0.9 0.4	4.60 1.1 0.5	4.90 1.1. 0.5	4.00 1.1 0.5	4.10 0.9 0.4 33 30	2.00 0.6 0.3	0.00	0.00	
APPLIED ETO PER	MONTH ( WEEK (I WEEK (I	INCHES) NCHES] YEAR 1 YEAR 2 YEAR 1	0.00 0 0 0	0.00 0 0 0	0.00	3.00 0.7 0.3 24 22 3	3.70 0.9 0.4 30 27 3	4.60 1.1 0.5 37 33 3	4,90 1.1. 0.5 39 35 3	4.00 1.1 0.5 39 35 3	4.10 0.9 0.4 33 30 3	2.80 0.6 0.3 23 20 3	0.00 0 0 0 0 0 2	0.00	
ETO PER APPLIED ETO PER INUTES OF WATER PER WEEK	MONTH (II WEEK (II	INCHES) NCHES] NCHES] YEAR 1 YEAR 2	0.00 0 0 0 1	0.00 0 0 0 0 2	0.00	3.00 0.7 0.3 24 22	3.70 0.9 0.4 30 27	4.60 1.1 0.5 37 33	4.90 1.1. 0.5 09 35	4.00 1.1 0.5 39 35	4.10 0.9 0.4 33 30	2.80 0.6 0.3 23 20	0.00	0.00	
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ETO PER APPLIED ETO PER INUTES OF WATER PER WEEK WAYS PER WEEK	MONTH ( WEEK (I WEEK (I	INCHES) INCHES] INCHES] YEAR 1 YEAR 2 YEAR 1 YEAR 2 YEAR 1 YEAR 2	0.00 0 0 0 1 1 0	0.00 0 0 2 2 0	0.00 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	3.00 0.7 0.3 24 22 3 3 8	3.70 0.9 0.4 30 27 3 3 10	4.60 1.1 0.5 37 33 3 3 12	4.90 1.1. 0.5 39 35 3 3 13	4.60 1.1 0.5 39 35 3 3 13	4.10 0.9 0.4 33 30 3 3 11	2,00 0.6 0.3 23 20 3 3 5	0.60 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0.00	
APPLIED ETO PER ANUTES OF WATER PER WEEK MINUTES OF WATER PER DAY	MONTH () WEEK () WEEK ()	INCHES) NCHES) NCHES) YEAR 1 YEAR 2 YEAR 1 YEAR 2 YEAR 1 YEAR 2 YEAR 1	0.00 0 0 0 1 1 0 0	0.00 0 0 0 0 0 2 2 0 0 0 0 0 0 0 0 0 0 0	0.00 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	3.00 0.7 0.3 24 22 3 3 8 7 2	3.70 0.9 0.4 30 27 3 3 10 9 2	4.60 1.1 0.5 37 33 3 3 12 11	4.90 1.1. 0.5 39 35 3 3 13 12 3	4.60 1.1 0.5 39 35 3 3 13 12 2	4.10 0.9 0.4 33 30 3 3 11 10 2	2.00 0.6 0.3 23 20 3 3 5 7 1	0.00 0 0 0 2 2 0 0 1	0.00	27
APPLIED ETO PER ANUTES OF WATER PER WEEK MINUTES OF WATER PER DAY	MONTH () WEEK () WEEK ()	INCHES) INCHES] INCHES] YEAR 1 YEAR 2 YEAR 1 YEAR 2 YEAR 1 YEAR 2	0.00 0 0 1 1 0 0 1	0.00 0 0 0 2 2 0 0	0.00	3.00 0.7 0.3 24 22 3 3 8 7	3.70 0.9 0.4 30 27 3 3 10 9	4.60 1.1 0.5 37 33 3 3 3 12 11 3	4.90 1.1. 0.5 39 35 3 3 13 12	4.60 1.1 0.5 39 35 3 3 13 12	4.10 0.9 0.4 33 30 3 3 11 10	2,00 0.6 0.3 23 20 3 3 8 7	0.00 0 0 0 2 2 0 0	0.00	

### WATER USE CALCULATIONS CONTROLLER "A" Mastimum Applied Water L Estimated Tatel Water Us-Maximum Applied Water D PROMINE CALCULATION HIRE CALCUARD Interfactorie AREA (H4) PF = 10. ETWU 04 663 347 1333 100 11/31 42344 דודר ברדוכובאכי (כ) Sold S Tetal ep. ( AXING APPLIED WATE istmum Applied Water Allowance (MAW) WA = (ETo)(0.62)(LA \* 4.7) + (0.3 \* SLA)) almum Åpplied Water Allowance (NAM WA = (ETe)(0.02)(LA \* 0.7) + (0.1 \* 5LA) ETo = Reference evepatión 0.7= ET educiment factor 1 Arti amine and Area fature z tine ETo + Reference evepotent 0.7= ET adjustrent (actor LA+Landocaped Area (sque ALED TOTAL WATER ST REDNUS THATSP TOTAL WATER SELECTION DATE Estimated Total Waler Use (ETWU) C ETWU- ((EToX.52XPF(HAAE) Estimated Total Water Use (ETWU) 0 ETWU= ([ETo](.62)(PF(HAVE) ETo = Reference svepolvan piration PF = Plant lector for hydrozoves HA = Hydrozove faet) 0.82 = Convention factor (pations pe the stress (ansates famil CONTROLLER "B" 1, Hydrogene Talle 2: Washnum Aaphed Waser U .3. Calmeted Talei Waler Use YMM22048 Table Institutes Applied Weter Slittelad Tobel Weter U ETD+ JAL COME CALEVILAT LETRAS 67WD 6/46 15545 503 L PARIFUS A PLUER WATER WAIKTHAWA Maxhnum Applied Waler Allowance (MAWA) Os MAWA = (EToX0.62X(LA \* 0.7) + (0.3 \* 6LA)) ximum Applied Weter A lowance (MAW .WA = (ETo)(0.02)(LA \* 07) + (0.3 \* SLA) ETo • Reference evepok 1.7= ET edhelmoor ETo = Reference evepoiron 0,7~ ET adlustment factor limated Total Water Ve MU+ ((ETo),82XPF(HAJ WID Gallens Par Ya Extensied Total Water Use (ETWU) Gallons ETWU= ((EToX.62)(PF(HAVE) o = Relatence evapol ETo - Relaterce eveno Plant fac HA = Hydrozone area ( 0.62 = Conversion fact (E = hipstion = Bickercy Conversion lector (gasom Signation allighter (0.900 by CONTROLLER "C" LATRACEONE CALCULATION I

Total NC. | UN APPELIED WATE

Maximum Appiled Water Allowance (MAWA) Ga MAWA = (ETa)(0.52)(LA \* 0.7) + (0.3 \* 5LA)) ETo = Reference evapoirs 0.7= ET adjustment factor The ----

3. KATIWATED TOTAL WATER OF LITTY VIANISAN 10.43 Estimated Total Water Use (ETWU) Gallons Per ETV/U- ((EYo):52XPF(HA/E)

ETa = Reference evepol ciar ler hydraxarin i una aran (pauein invi werzion fector (geform per square fost per ye #r) an efficiency (0,90) bioblektón HA = Hydri 0.62 = Cor

> R B

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# LENNAR / BVHP 49 STEVENSON STREET, SUITE 525 SAN FRANCISCO, CAUFORNIA 94105

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# HUNTERS POINT SHIPYARD DEVELOPMENT PROJECT PARCEL A' INFRASTRUCTURE IRRIGATION SCHEDULES AND WATER USE CALCULATIONS

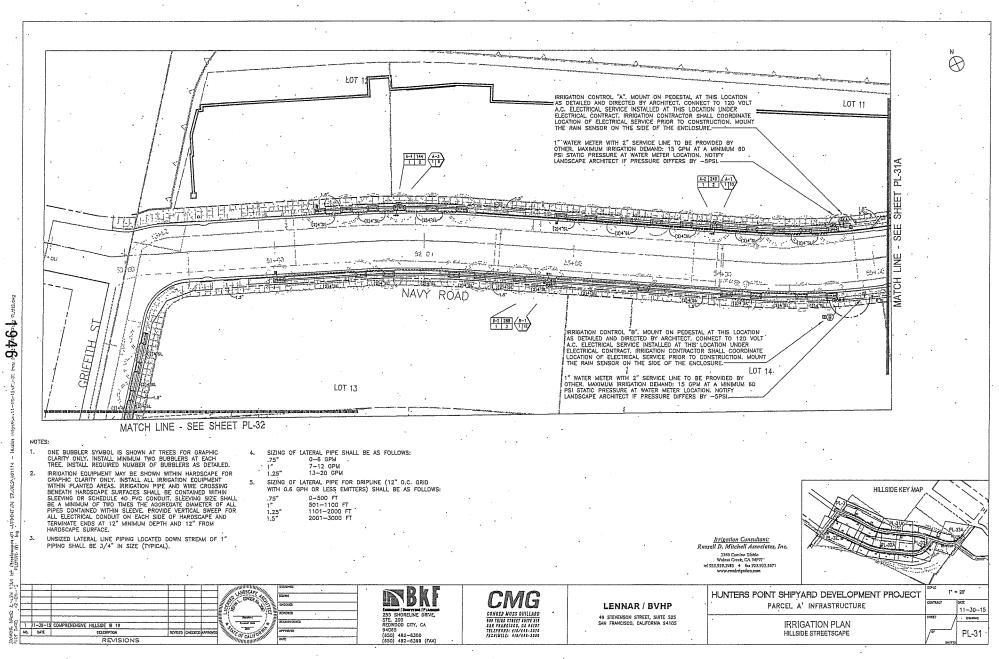
Irrigation Consultant: Russell D. Mitchell Associates, Inc. 2760 Carnino Dínhin Walaut Creek, CA 94597 1el 925,939,3985 4 fax 925,932,5673 WWW.IT

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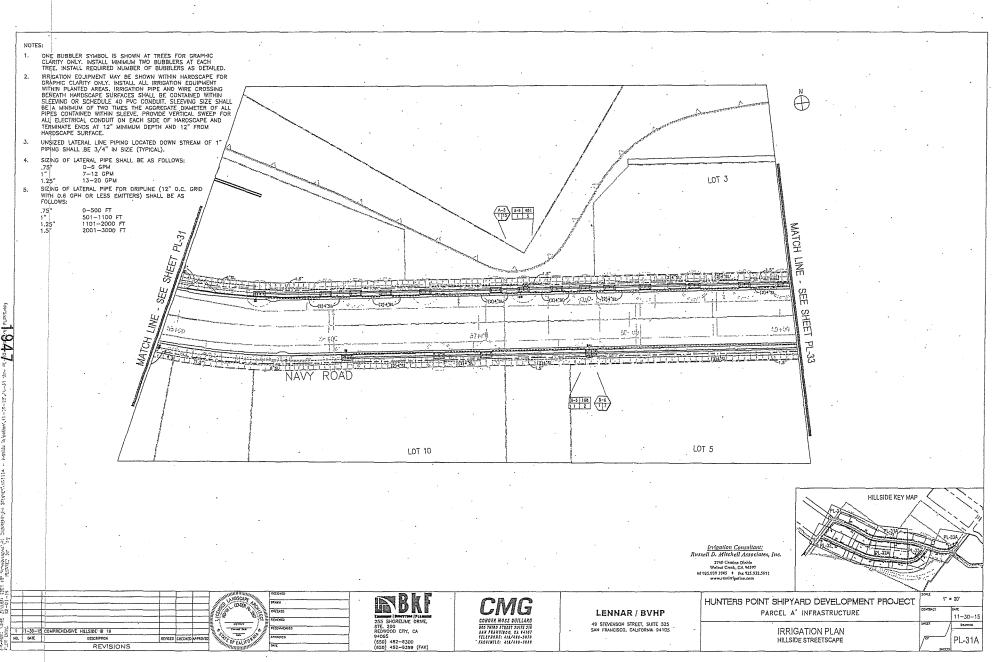


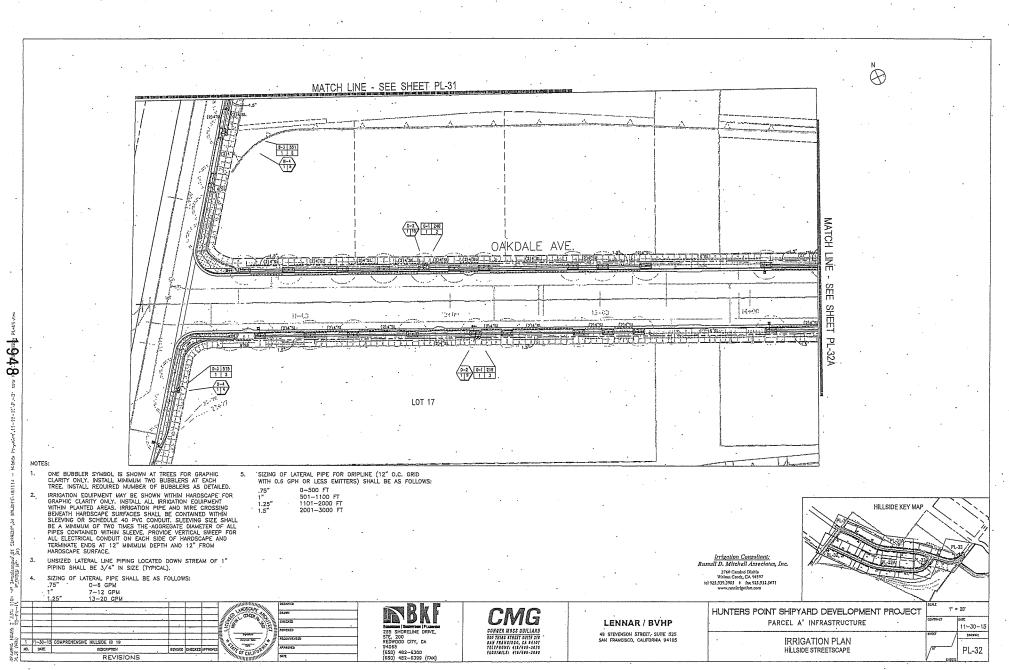
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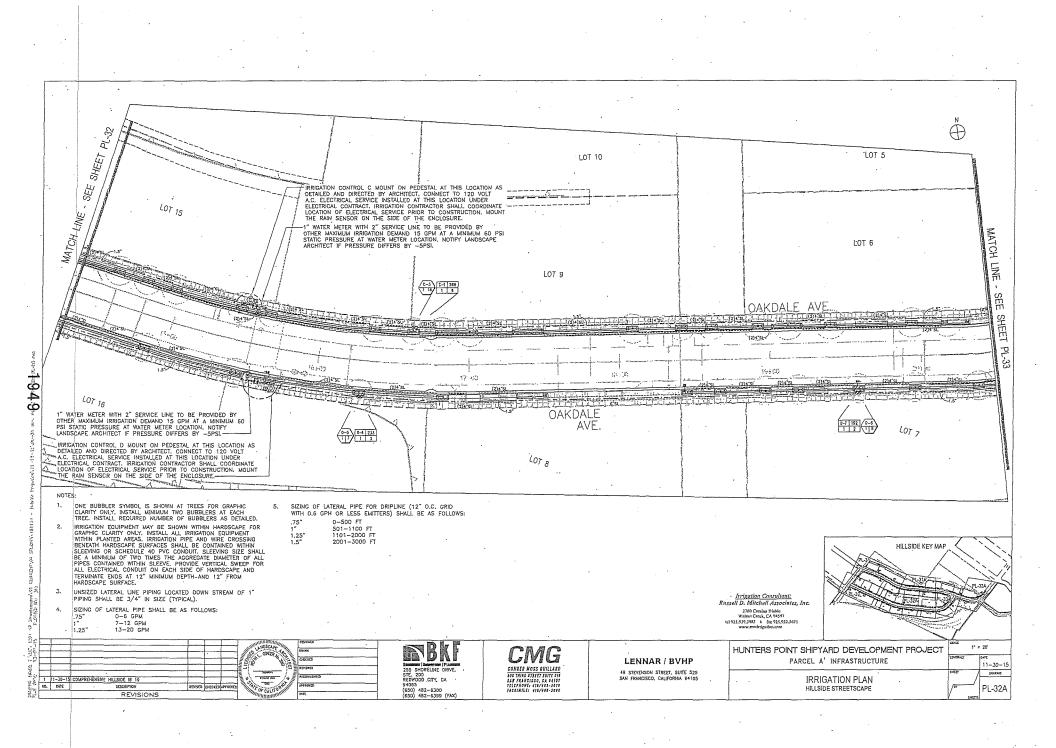
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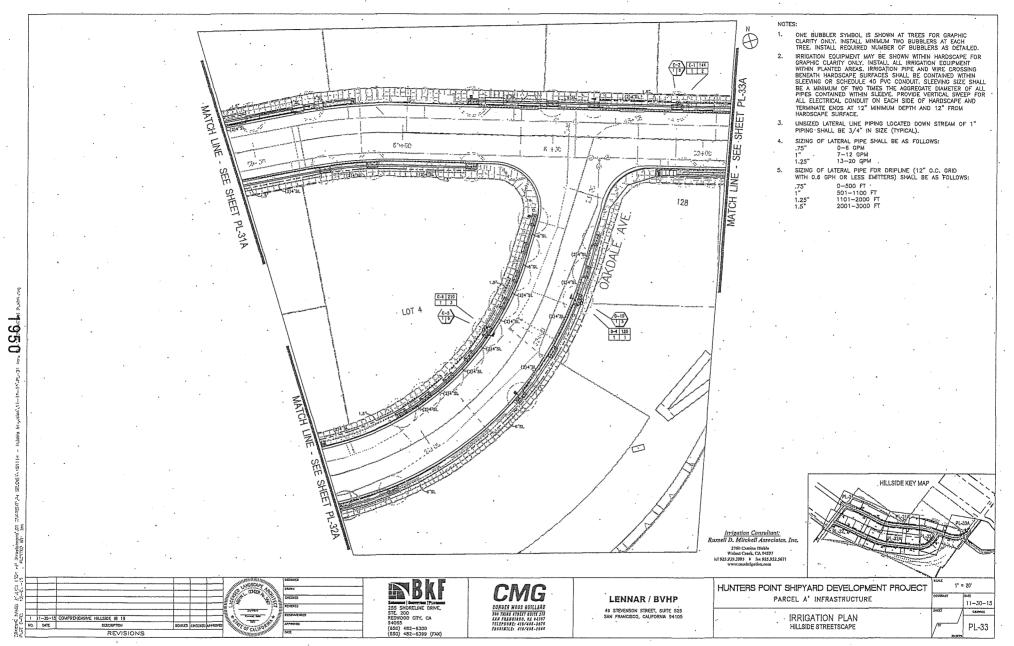
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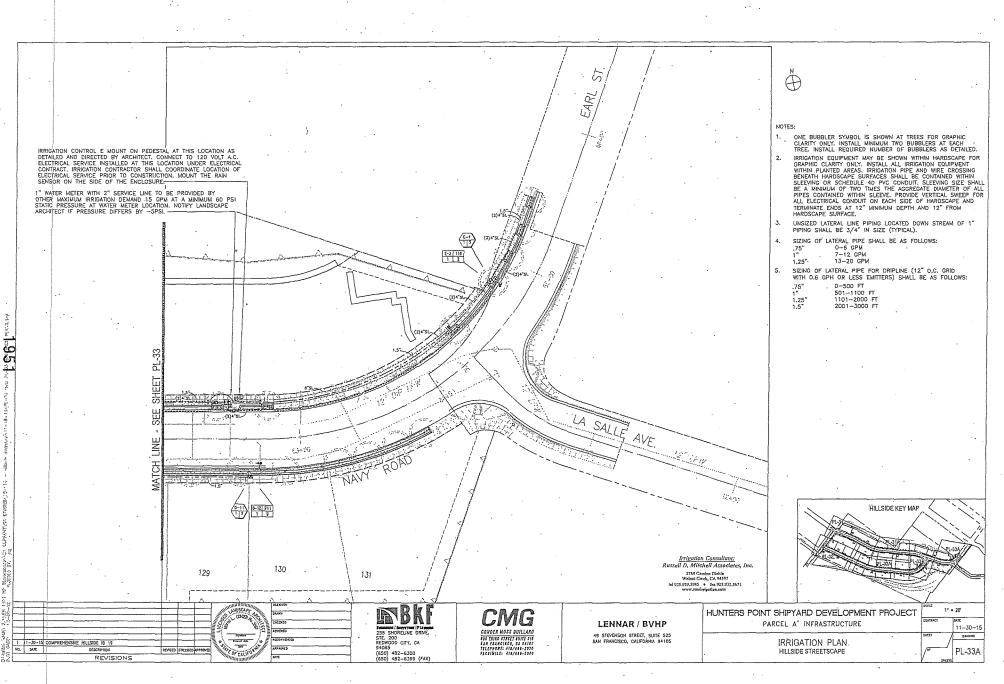




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## IRRIGATION NOTES

- INCRUCATION NOTES THESE IRREVIND BOXINGS ARE DIAGRAMMATIC AND INDICATIVE OF THE WORK TO BE INSTALLED, ALL PIENK, WAYES, AND OTHER ORAFIEL CALARY DATA AND ARE TO BE INSTALLED WITHIN PLATING AREAS, DIE TO THE SCALE OF THE ORAFINS, IT IS NOT POSSIBLE TO INDICATE ALL OFFECTS, FINITIONS, SLEEVES, CONJUNT, AND OTHER FINISHED CONDITION AFFECTIVE OF BE INSTALLED WITHIN PLATING AREAS, DIE TO THE SCALE OF THE ORAFINS, SLEEVES, CONJUNT, AND OTHER FINISHED CONDITION AFFECTIVE THE ORAFINATION WORK INCLUDING DISTRUCTIONS, GAUGE OFFERDANCES OR AREA UNINKENDAUL DIFFERENCES, IN THE EVENT OF TELED DESCREPANCY WITH CONTRACT DIFFERENCES, IN THE SEVERT OF THE ONNER'S AUTHORIZED DIFFERENCES, AND AFFERING OF THE OWNER'S AUTHORIZED DIFFERENCES OF A REAL AUTHORIZED OF AUTHORIZED DIFFERENCES OF A REAL AUTHORIZED DIFFERENCE DOCUMENTS, PLAN THE INSTALLATION WORK ACCORDINGLY BY NOTIFICATION AND APPROVIL OF THE CONTREXS AUTORIZED REPRESENTATIVE AND ACCORDING TO THE CONTRACT SPECIFICATIONS, APPLICABLE CONTRACTORS FOR THE CONTRIAN AND APPLICABLE CONTRACTORS APPLICABLE CONTRACTORS FOR THE CONSTRUCTION INSTALLATION OF PIPE, CONDUIT OR SLEVES THROUGH OR HUDER WALLS, RODOWXS, PAVISO AND STRUCTURES BEFORE CONSTRUCTION. IN THE EVENT THESE MORTICATIONS ARE NOT PERFORMED, THE CONTRACTOR MISSINGS TOLL REPORTSIGNING REQUIRED REGISTION.
- 2. THE CONTRACTOR SHALL COURLY WITH ALL APPLICABLE CODES, STANDARDS, MOD REQULTIONS, ALL WORK AND WATERALS SHALL BE IN TULL ACCOMPACE WITH THE LITEST RULES. AND REDULTIONS OF THE MIDDAWE THE THE CONSTRUCTION FULL SHARE COURL INTERNATION OF LOCAL WAY OR REDULTIONS, NOTING IN THESE ORWINGS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMED TO THESE STORE TO LOCAL WAY OR REDULTIONS, NOTING IN THESE ORWINGS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMED TO THESE STORE OF CONSTRUED TO PERMIT WORK NOT CONFORMED TO THESE STORE OF THE COMPARISE ON THE THESE COOSES AND PERMIT TO THE COURSE OF THE COMPARISE ON THE THESE CONSTRUCT ANY DETRY CHARGE ANY ADDITIONAL WATERAL AND PERMIT COURSE OF THE COMPARISE ON THE THESE COOSES AND REDULTIONS. REGULATIONS.
- 3. THE CONTRACTOR SHALL COORDINATE INSTALLATION OF IRRIGATION SYSTEM WITH LAYOUT AND INSTALLATION OF THE PLANT MATERIALS TO INSURE THAT THERE WILL BE COMPLETE AND UNIFORM IRRIGATION COVERAGE OF PLANTING IN ACCORDANCE WITH THESE DRAWINGS, AND CONTRACTO DOCUMENTS. THE IRRIGATION LAYOUT SHALL BE CHECKED BY DATA CONTRACTOR AND DATE THAT AND ACCORDANCE WITH THESE DRAWINGS, AND CONTRACTOR AND DATE STATUS AND ACCORDANCE WITH THESE DRAWINGS, AND FORMAT CONTRACTOR. AND DATE STATUS AND ACCORDANCE WITH THESE DRAWINGS, AND FORMAT CONTRACTOR. IRRIGATION LAYOUT SHALL BE CHECKED BY DATA CONTRACTOR. AND DATE STATUS AND ACCORDANCE WITH THESE DRAWINGS, AND INSTALLED AND TESTED PRIOR TO INSTALLATION OF PLANT MATERIAL.
- 4. THE INTENT OF THIS IRRIGATION SYSTEM IS TO PROVIDE THE MINIMUM AMOUNT OF WATER REQUIRED TO SUSTAIN GOOD PLANT HEALTH.
- 5. IT IS THE RESPONSIBILITY OF THE MAINTENANCE CONTRACTOR AND/OR OWNER TO PROCEASE THE IRRUGATION CONTROLLENGS TO PROVIDE THE RESULT OF THE RESULT OF THE RESULT OF THE PROVIDE HEALTH, THIS INCLUDES MAKING ADMISTRATES TO THE PRODURME FOR SEASONAL WEATHER CHANCES, PLANT MATERIAL WATER RECURRENETS, MOUNDS, SLOPES, SUN, SHORE AND WIND EXPOSURE.
- 6. IT IS THE RESPONSIBILITY OF A LICENSED ELECTRICAL CONTRACTOR II IS INTE RESPONSIBILIT OF A DERIVED LEDIFICIAL COMRACION ELECTRICAL SERVICIO TO E COMPONICE NORMANICIA ITÀ E TELETRICAL SERVICIO THE COMPONICE NORMANICIA ITÀ E TRE RESPONSIBILITY OF THE IRRICATION COMPACTOR TO (COORDINATE, LECTRICAL SERVICE STUB-OUT TO THE COMPACTINER'S PROPER GROUNDING PER CONTROLLER MANUFACTURER'S INSTRUCTIONS AND IN ACCORDANCE WITH LOCAL CODES. ATE JTHE
- PROVIDE EACH CONTROLLER WITH ITS OWN GROUND ROD. SEPARATE THE GROUND RODS BY A MUNIUM OF EICHT FEET. THE GROUND ROD SHALL BE AN EGHT FORT INDE BY 5/5 IDMARTER LLL APPROVED SHALL BE AN EGHT FORT INDE BY 5/5 IDMARTER LLL APPROVED ROD ABOVE FINSH GRADE. CONNECT #6 GAUGE WHE WITH A ULL APPROVED ROHAD ROD CLAMP TO ROD AND BACK TO GROUND SCREW AT BASE OF CONTROLLER WITH APPROPRIATE CONNECTOR. SCREW AT BASE OF CONTROLLER WITH APPROPRIATE CONNECTOR. RENDING.
- 8. PROVIDE EACH IRRIGATION CONTROLLER WITH ITS OWN INDEPENDENT LOW VOLTAGE COMMON GROUND WIRE.
- INSTALL NEW BATTERIES IN THE IRRIGATION CONTROLLER(S) TO RETAIN PROGRAM IN MEMORY DURING TEMPORARY POWER FAILURES, USE DIANTITY, TYPE AND SIZE REQUIRED AS PER CONTROLLER MANUFACTURER'S INSTRUCTIONS.
- 10. SCHEDULE A MEETING WHICH INCLUDES REPRESENTATIVES OF THE IRRIGATION CONTROLLER MANUFACTURER. THE MINITENANCE CONTRACTOR, THE OWNER AND THE IRRIGATION CONTRACTOR AT THE SITE FOR INSTRUCTION ON THE PROPER PROGRAMMING AND OPERATION OF THE IRRIGATION CONTROLLER.
- 11. IRRIGATION CONTROL WIRES: SOLID COPPER WITH U.L. APPROVAL FOR DIRECT BURIAL IN CROUND. COMMON GROUND WIRE. SIZE 12-1 WIRE WITH A WHITE INSULATING JACKET, CONTROL WIRE SERVICING REMOTE CONTROL VALVES: SIZE #14-1 WIRE WITH INSULATING JACKET

- OF COLOR OTHER THAN WHITE, SPLICES SHALL BE MADE WITH 3M-DBY SEAL PACKS OR APPROVED EQUAL.
- 12. INSTALL TWO SPARE CONTROL WIRES OF A DIFFERENT COLOR ALONG THE ENTIRE MAIN LINE, LOOP 36" EXCESS WIRE INTO EACH SINCLE VALVE BOX AND INTO CNE VALVE BOX IN EACH GROUP OF VALVES.
- 13. SPLUNK OF LOW VOLTAGE WRES IS PERMITTED IN VALVE BOXES ONLY. LEWE A 35' LOW. I DUALTEE COLL OF EXCESS WHE AT EACH SPLUE AND A 35' LOW DEVANSION LOOP DEET 100 FEET ALONG WREE RUN, TAPE WREES TOGETHER UVERT TEN FEET. DO NOT TAPE WIRES TOGETHER WHERE CONTAINED WITHIN, SLEEVING OR COMDUT.
- 14. INSTALL BLACK PLASTIC VALVE BDXES WITH BOLT DOWN, NON HINGED COVER MARKED "IRRIGATION", BDX BODY SHALL HAVE KNOCK OUTS. ACCEPTABLE VALVE BDX MANUFACTURER'S INCLUDE NDS, CARSON OR APPROVED EQUAL
- 15. INSTALL REMOTE CONTROL VALVE BOXES 12" FROM WALK, CURB, HEADER BOARD, BULLING, OR LANGSCHF FEATURE, AT WULTIFLE WALVE BOX ROUPS, INSTALL BERH BOX 12" FROM THE WALK, CURB, HEADER BOARD, BULLING, OR LANGSCHF FEATURE AND INSTALL EACH BOX 12" APART, PLANT LOCATIONS TAKE RECEDENT OVER MUSTILLING.
- 15. VALVE LOCATIONS SHOWN ARE DIAGRAMMATIC. INSTALL IN GROUND COVER/SHRUB AREAS.
- 17. THE CONTRACTOR SMALL LABL CONTROL LAB WHE AT CHART RECHT RECHT CONTROL WWW HT AT 2 1 A' C 2 A' C MOUNTERTHUNE LA TAG. NORCHTNE RELITER AND STATON NUMBER, ATTACH LABLE TO CONTROL WHE. THE CONTRACTOR SMALL PERMANENTY STAUP ALL VALVE BOX LDS WITH APPROPRIXE ISONTROLTON AND RECT TO LOTTORUCH DISTANCE IN MOUTH IN CONTRACTOR SMALL PERMANENTY STAUP ALL VALVE BOX LDS WITH APPROPRIXE ISONTROLTON AND RECT TO LOTTORUCH DISTANCE.
- THE REMOTE CONTROL VALVES SPECIFIED ON THE DRAWINGS IS A PRESSURE REDUCING TYPE. SET THE DISCHARGE PRESSURE AS FOLLOWS:
- DRIP EMITTERS+35 PSI BUBBLERS= 30 PS
- 19. INSTALL & GATE VALVE TO ISOLATE EACH REMOTE CONTROL VALVE OR GROUP OF RCV'S LOCATED TOGETHER. CATE WALVE SIZE SAME AS THE LARGEST REMOTE CONTROL. VALVE IN ZMINFOLD.
- 20. DLUSH AND ADJUST URBANDIN OUTLTS AND NOZZLES FOR OPTIMUM PERFORMANCE AND TO REPORT OVER SPAY ONTO WAKS. ROADWAYS, AND/OR BUILDINGS, SELECT THE BEST DEGREE OF THE ARC AND RADIUS TO PIT THE EDISTING SITE CONDITIONS AND THAOTLE THE FLOW CONTROL AT EACH WAYE TO DEFAN THE OPTIMUM DEFAINTS PRESSURE FOR SLOCH CONTROL ZONE.
- 21, SET SPRINKLER HEADS PERPENDICULAR TO FINISH GRADE,
- 22. LOCATE EMITTER OUTLETS ON UPHILL SIDE OF PLANT OR TREE.
- 23. LOCATE BUBBLERS ON UPHILL SIDE OF PLANT OR TREE.
- 24. NOTIFY LOCAL JURISDICTIONS FOR INSPECTION AND TESTING OF INSTALLED BACKFLOW PREVENTION DEVICE.
- 25. THE E-PRIMUED STORED ID SEED ON THE MEMORY OPERATING DESIGNET EVENUE ON THE REROFAND DEMINION, VERIEVY WATER PRESSURE PRIOR TO CONSTRUCTION, REPORT ANY OFFERENCE BETWEEN THE WATER PRESSURE RUNCHED ON THE ORAVINGS AND THE ACTUAL PRESSURE READING AT THE REROFATION FORM OF CONNECTION TO THE OWNER'S AUTORIZED REPRESENTATIVE.
- 26. IRRIGATION DEMAND: REFER TO PLANS.
- 27. PIPE SIZING SHOWN ON THE DRAWINGS IS TYPICAL AS CHANGES IN LAYOUT OCCUR DURING STAKING AND CONSTRUCTION THE SIZE WAY NEED TO BE ADJUSTED ACCORDINGLY.
- 28. PIPE THREAD SEALANT COMPOUND SHALL BE RECTOR SEAL #5. 29. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MINOR CHANCES IN THE IRRIGATION LAYOUT DUE TO OBSTRUCTIONS NOT SHOWN ON THE IRRIGATION DRAWINGS SUCH AS UGHTS, FIRE HYDRAMIS, SIGNS, ELECTRICAL ENLOSURES, ETC.
- JD. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CHANGES

- IN THE EXERTION LANDLE AND VALVE ZONNE DUE TO VARATIONS IN THE SUSTING THE CONTINUES SUCH AS DEPOSITE FROM BUILDINGS, TRELISES; TREES, ETC., AS WELL AS SLOPE AND SOL CONDITIONS. THE CONTINUED SHALL NOTFY THE LANDSCAFE ARCHITECT AND IRRIGATION CONSULTANT OF THE PROPOSED CHANGES PRIOR TO INSTALLATION FOR APPROVAL
- THE LANSCARE CONTRACTOR IS RESPONSIBLE FOR ADJUSTING THE RECATION STATE LESION IF THE PLANTING DESIN CHANGES FROM RECATION STATEM FOR THE ADJUST DE DAMET TO THE REM PLANTING DESION. THE LANSCARE CONTRACTOR REDSO TO NOTIFY THE LANSCARE ARCHITECT AND IRRIGATION CONSULTANT OF PROPOSED CHANGES PARIOT TO INSTALLATION FOR APPROVAL
- 32. WHEN WORK OF THIS SECTION HAS BEEN COMPLETED AND SUCH OTHER TIMES AS MAY BE DIRECTED, REMOVE ALL TRASH, DEBRIS, SURPLUS MATERIALS AND EQUIPMENT FROM SITE.
- 33. CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLEMENTAL HAND WATERING OF ALL PLANT MATERIAL WITHIN DRIPLINE AREAS UNTIL THE PLANTS ARE SUFFICIENTLY ESTABLISHED.

34, VERIFY LOCATIONS OF ALL IRRIGATION COMPONENTS INSTALLED WITHIN A VALVE BOX WITH LANDSCAPE ARCHITECT PROV TO INSTALLATION. DO NOT INSTALL UNTIL LANDSCAPE ARCHITECT PROVIDES ACCEPTABLE LOCATIONS.

RRIGATION	LEGEND											
SYMBOL	. NUMBER	DESCRIP	TION	NOZZLĚ GPM	OPERATING PSI	OPERATING RADIUS (FEET)	PRECIPITATION RATE					
×	FB-50-PC	TORO BUBBLE	R (2 PER	0.5	30	TRICKLE	0.85					
•≁	T-YD-500-34	TORO AIR REL	IEF VALVE			•						
<b>0</b> +	FCH-H-FIPT	TORO FLUSH V	VALVE									
Ø	T-DL-MP9	TORO DRIP ZO	ONE INDICATOR			•						
6	P-220-26 SERIES	TORO REMOTE	CONTROL VALV	E								
. <b>1</b> 9	P220-27-04/ . T-ALF010150-L	TORO REMOTE CONTROL VALVE WITH A PRESSURE REGULATOR (SET TO 45 PSI) AND A 1" DISC FILTER										
+	33DNP	RAIN BIRD QUICK COUPLING VALVE										
9	DWS-200	GRISWOLD MASTER CONTROL VALVE (NORMALLY CLOSED)										
	FS-8100	RAIN MASTER FLOW SENSOR (4-80 GPM)										
н	Т—113—К	NIBCO GATE VALVE (LINE SIZE)										
Ħ	825YA-1.5"	FEBCO REDUC	ED PRESSURE BACKFLOW ASSEMBLY									
(ABE)	RME-12EG-SPED/ PMRKIT	RAIN MASTER EAGLE CONTROLLER MOUNTED IN A METAL PEDESTAL ENCLOSURE. CONTRACTOR TO INPUT HISTORICAL ET INTO THE CONTROLLER WHEN PROGRAMMING.										
	PM~XMT-R	RAIN MASTER, HAND HELD TRANSMITTER (1, PER CONTROLLER)										
Ū.	RS500	IRRITRÖL RAIN (1 PER CONTR		NT ON SIDE C	OF CONTROLI	LER ENCLOSURE						
$\frown$		CONTROLLER AN	ND STATION NUM	IBER								
$\overline{\mathbf{AF}}$	· · · · · · · · · · · · · · · · · · ·	FLOW (GPM)										
	· · · · · · · · · · · · · · · · · · ·	REMOTE CONTROL VALVE SIZE (IN INCHES) ASSOCIATED REMOTE CONTROL VALVE .										
		CONTROLLER AN	ND STATION NUM	IBER								
<u>E</u>		AREA (SQ. FT.) FLOW (GPM)	•									
		REMOTE CONTROL VALVE SIZE (IN INCHES) ASSOCIATED REMOTE CONTROL VALVE										
	· · · · · · · · · · · · · · · · · · ·	MAIN LINE:	1.5" AND SMA 1120-SCHEDU SOLVENT WELD	LE 40 PVC P		WITH SCHEDULE 44	D PVC					
		LATERAL LINE:	3/4" AND LAR 1120-SCHEDU SOLVENT-WELD	LE 40 PVC P		WITH SCHEDULE 40	) PVC					
		NOTE:	ALL PIPE SHAT APACHE "PURE USE WITH RE	LE PIPE", OF	APPROVED							
=====	=========	SLEEVING:	1120-SCHEDU IN SPECIFICATI			COVER TO BE AS	INDICATED					
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Irrigation Consultant: Russell D. Mitchell Associates, Inc. 2760 Camiun Dieblo Walnut Creek, CA 94507 lel 925,939,1985 4 fax 925,932,5671 www.mainipalion.com

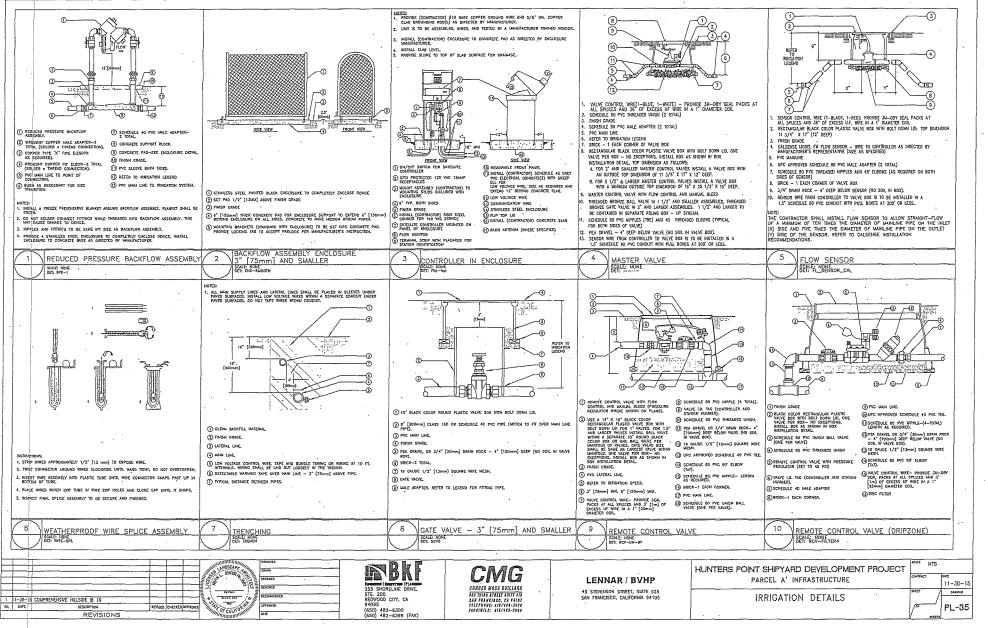


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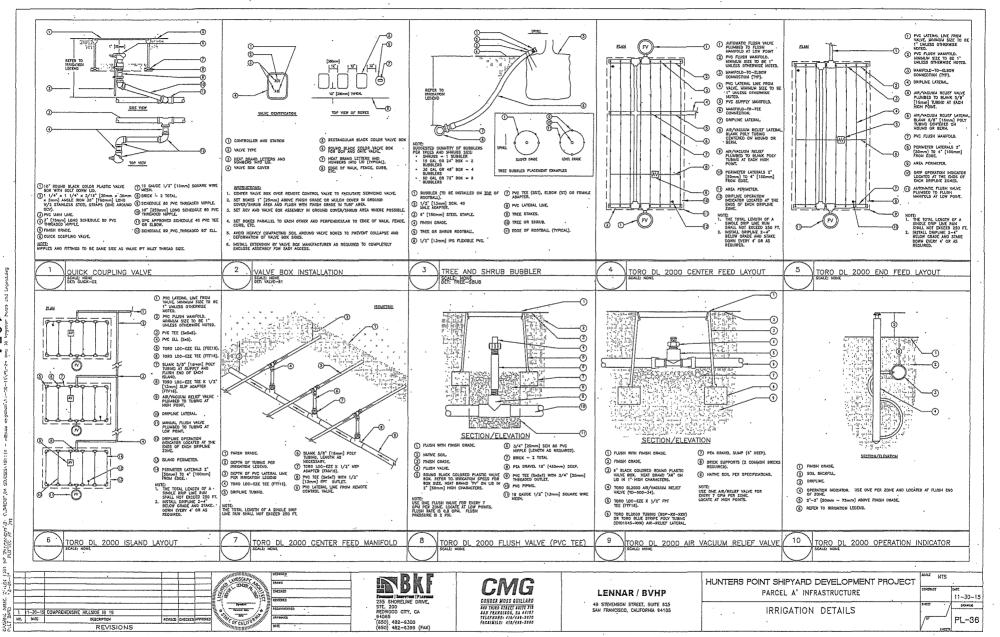
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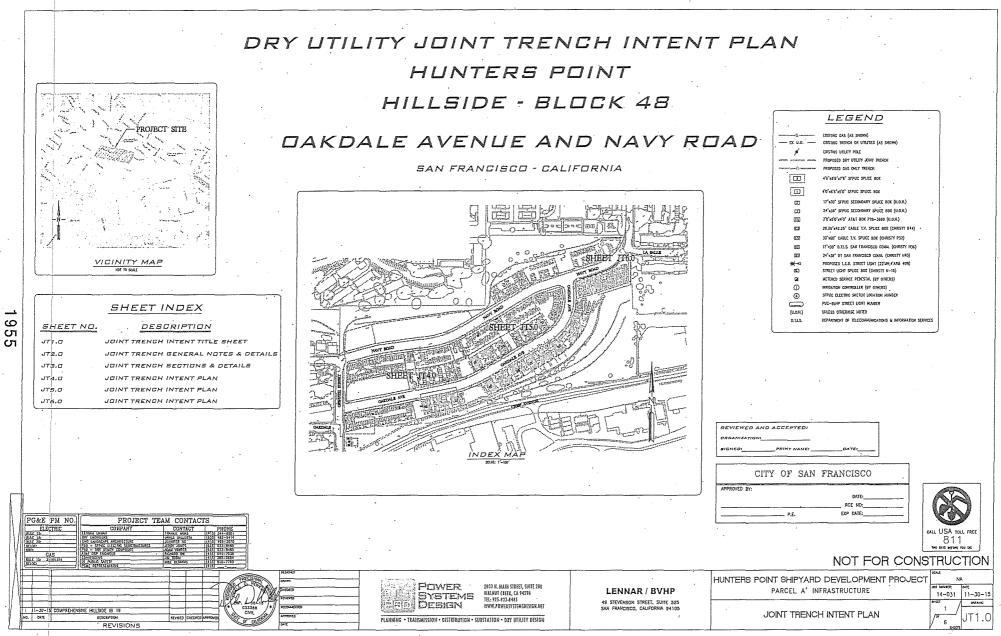
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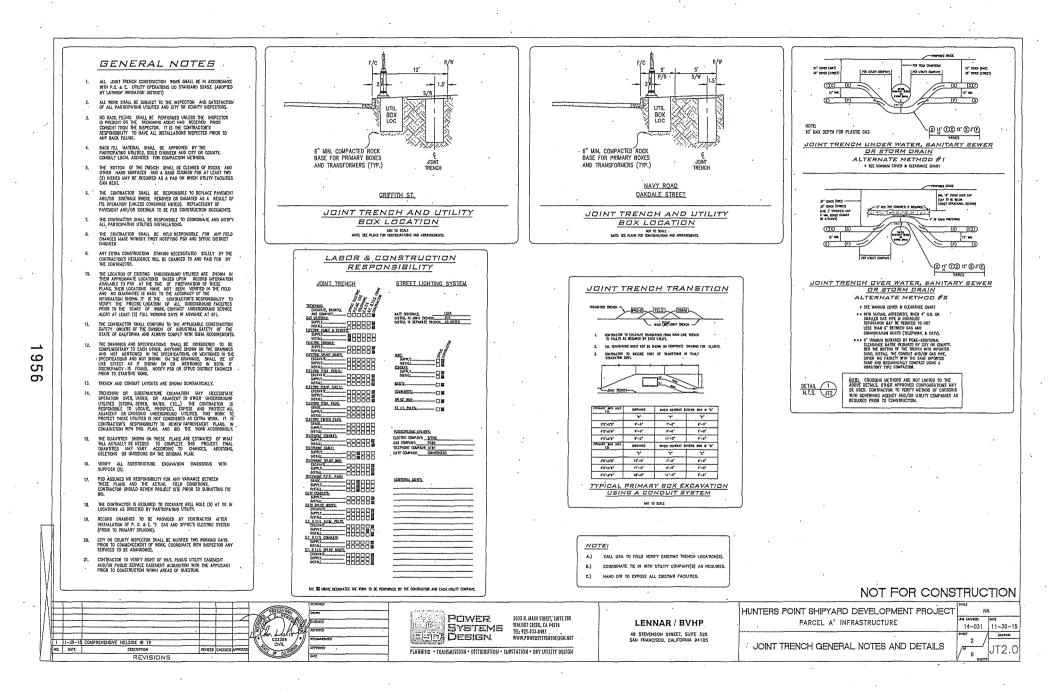
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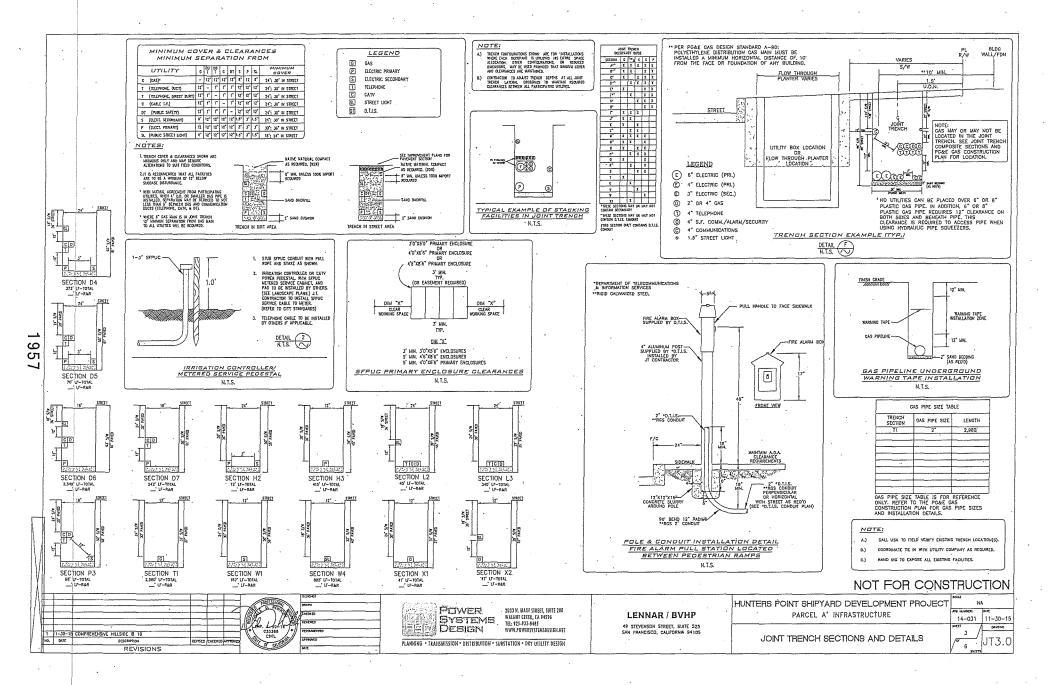
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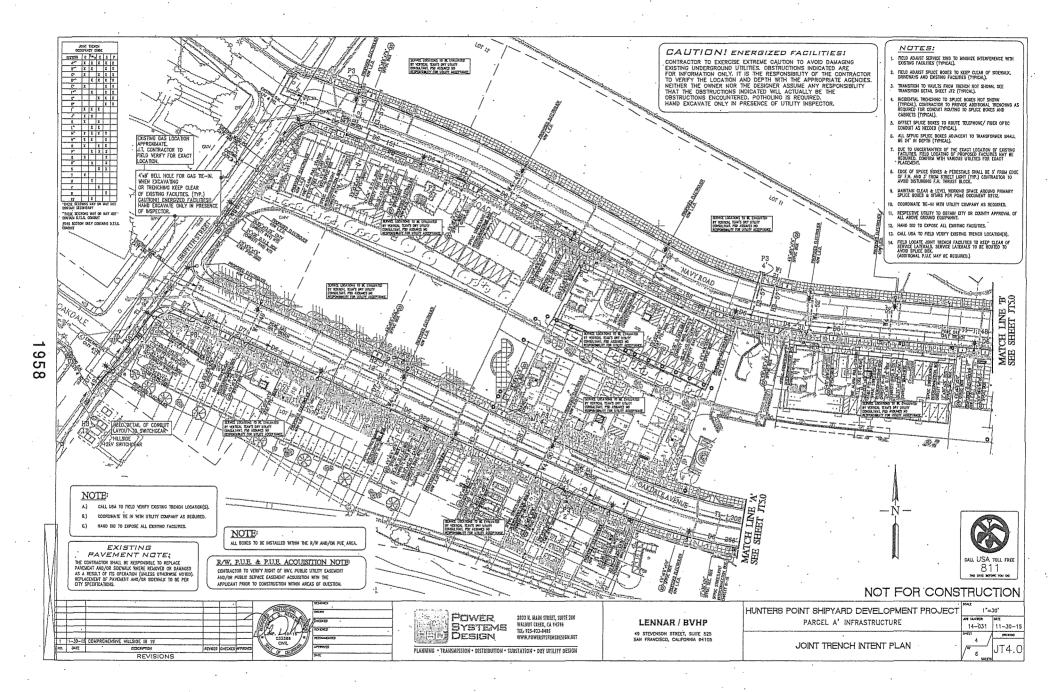


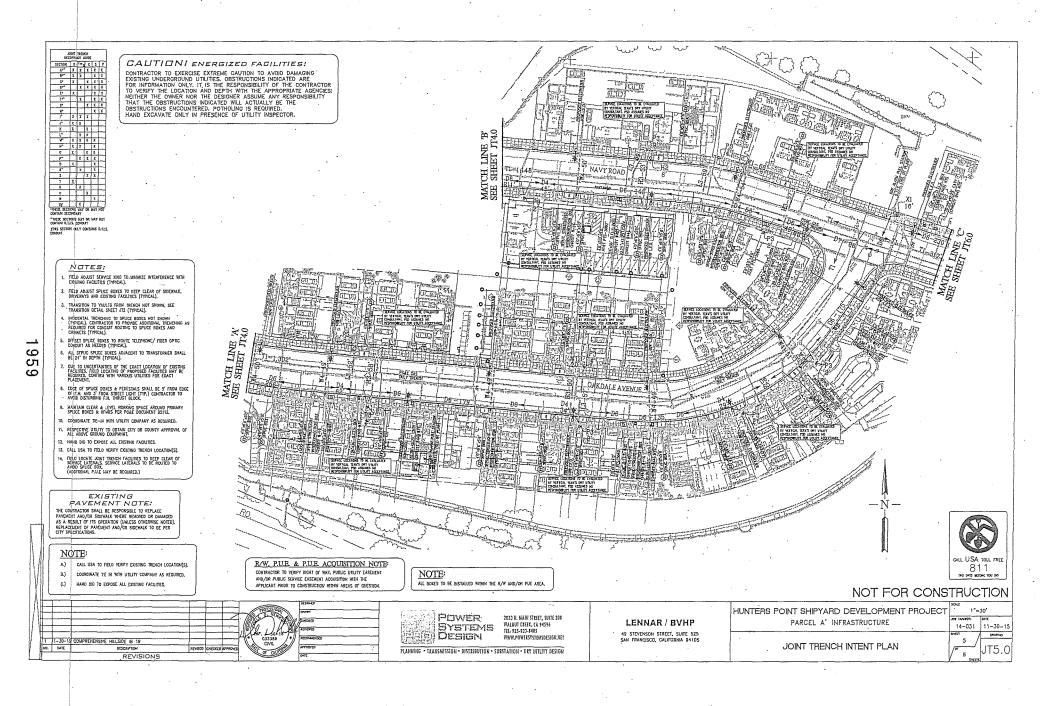


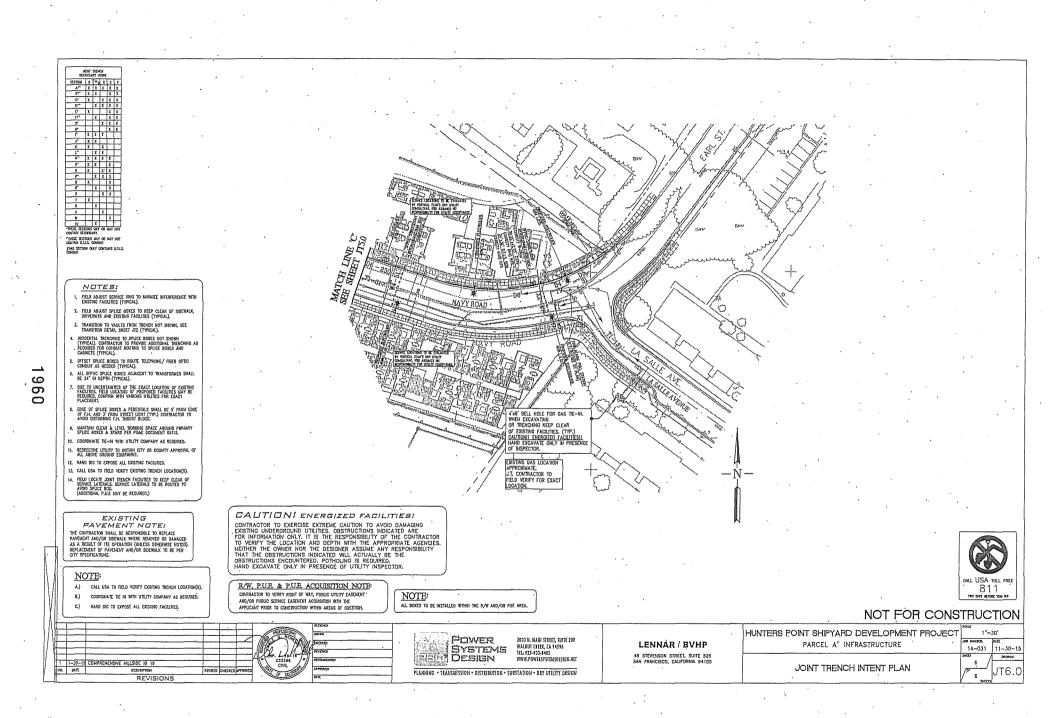
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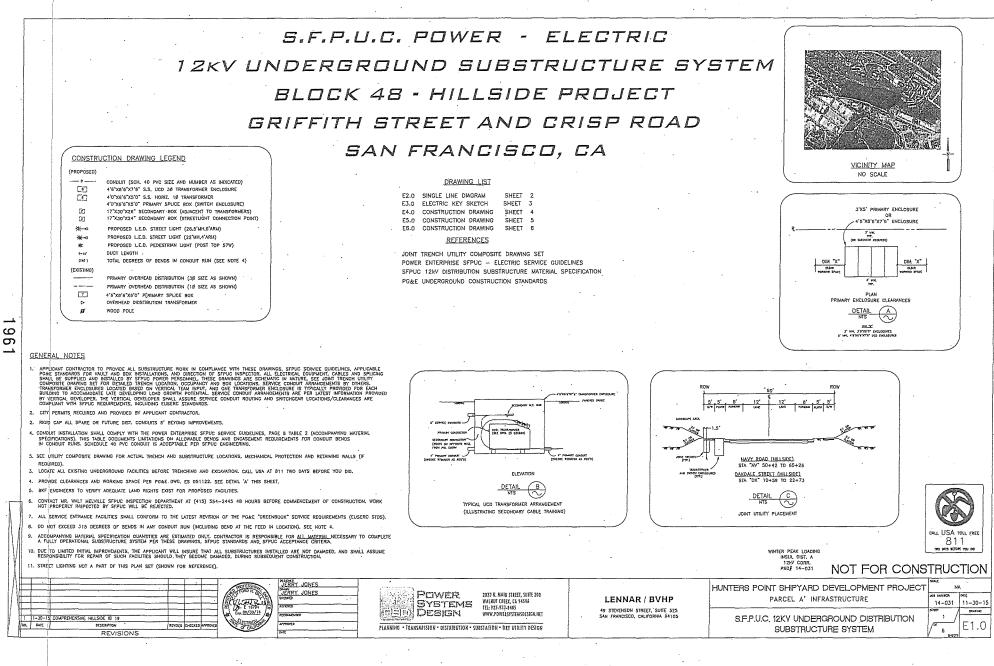






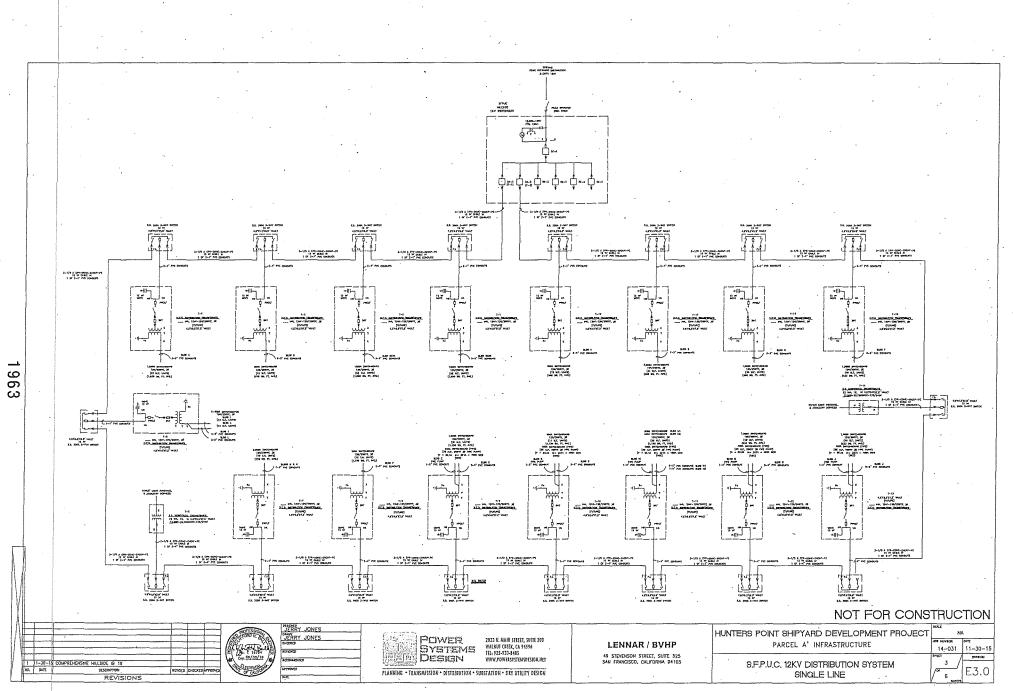


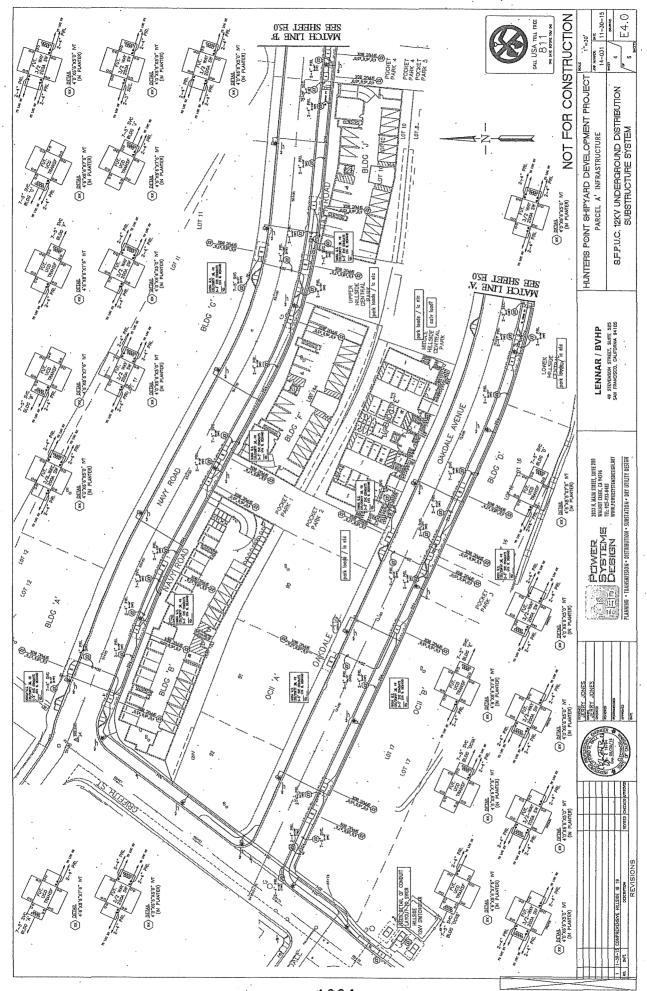


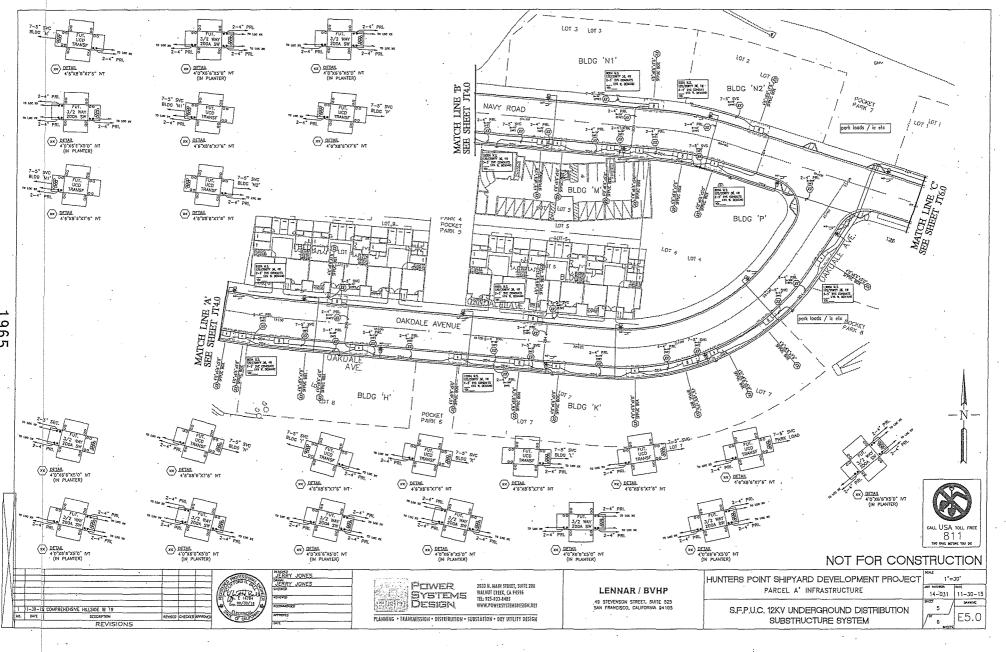


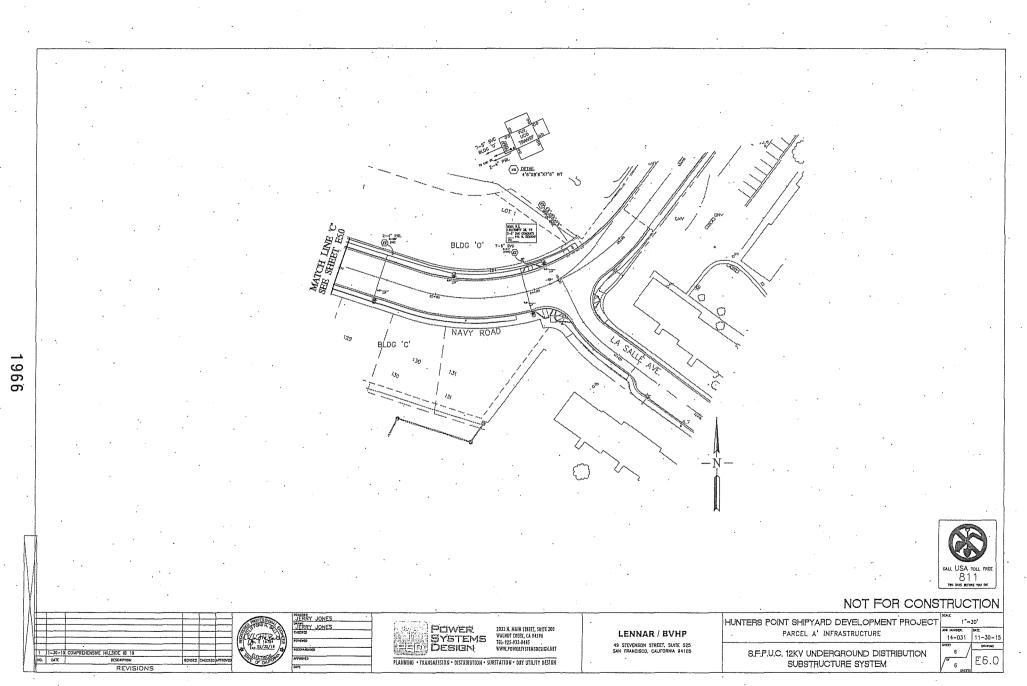
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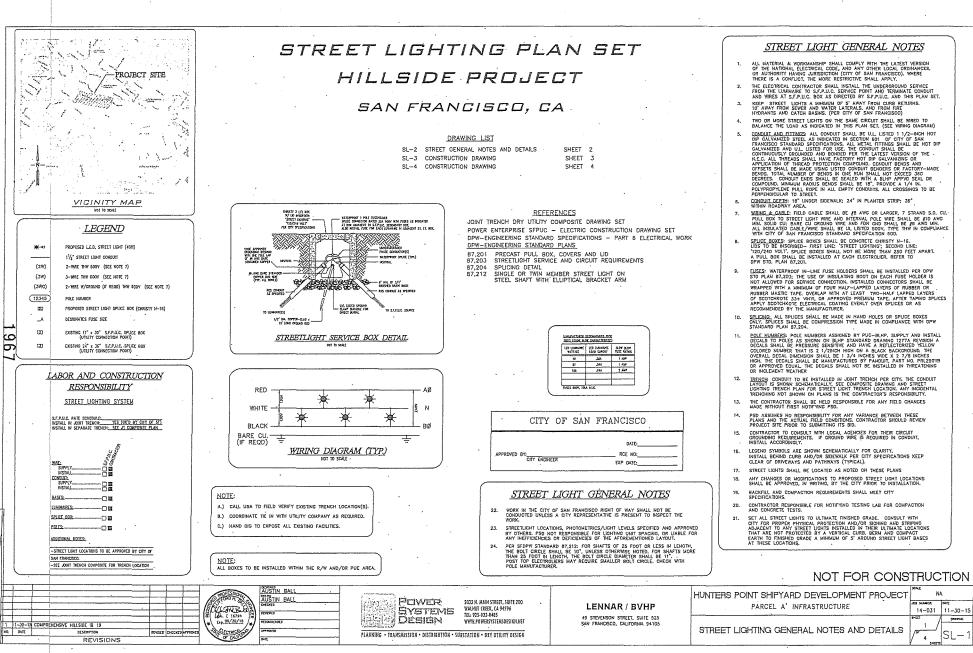


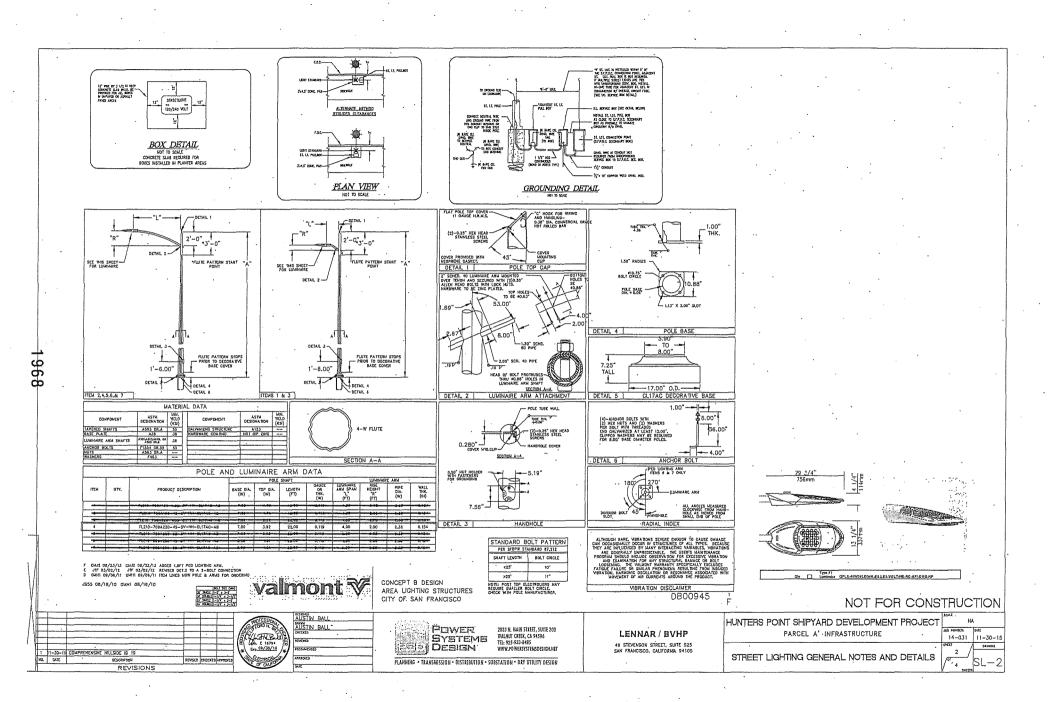


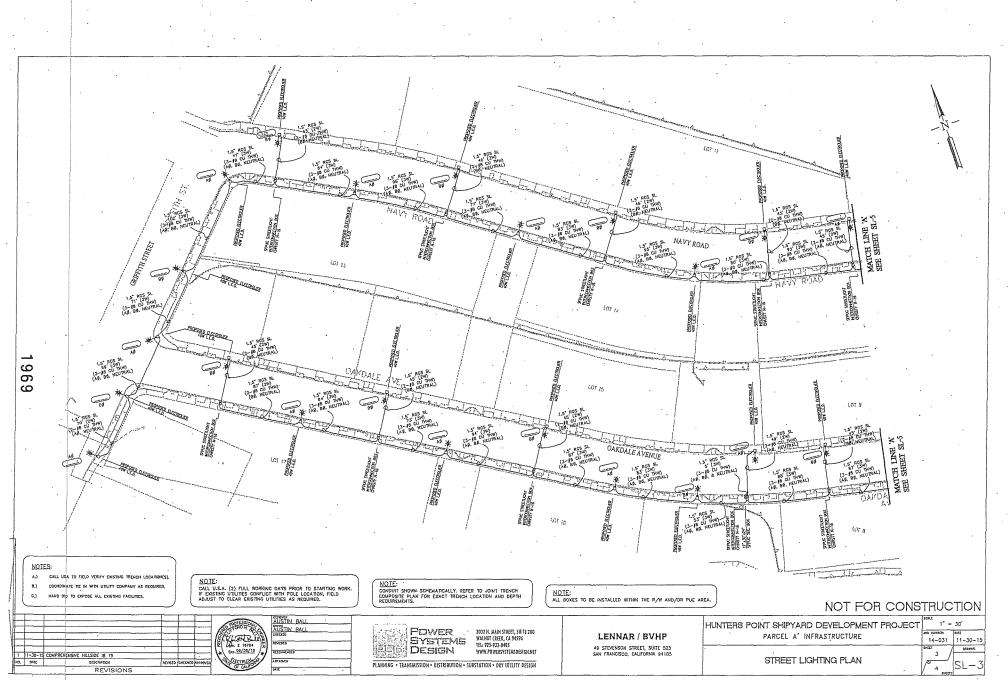


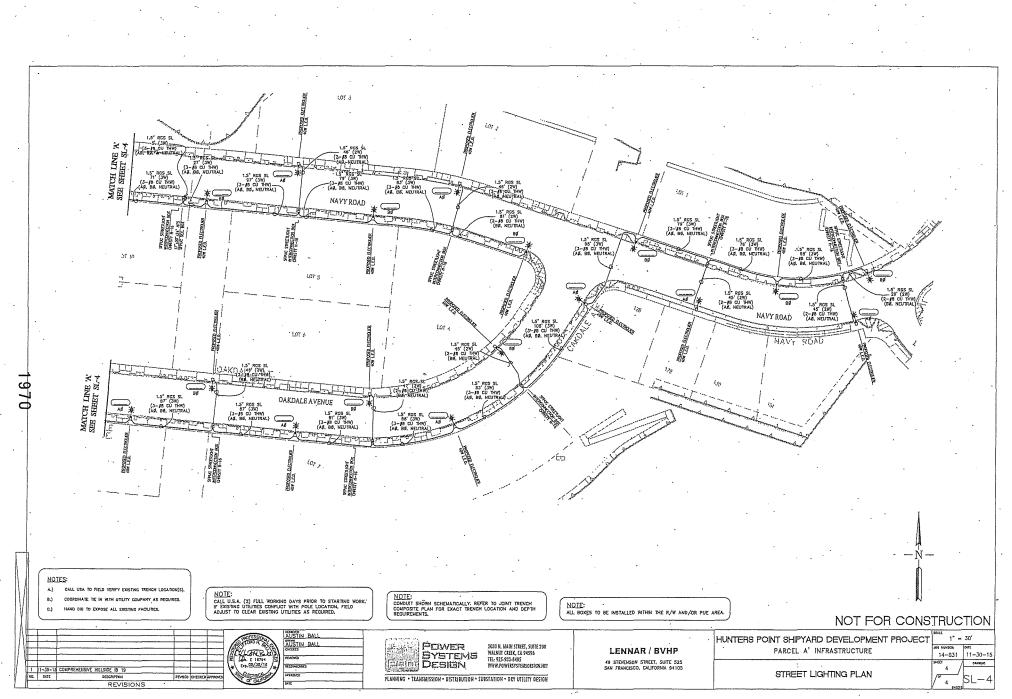


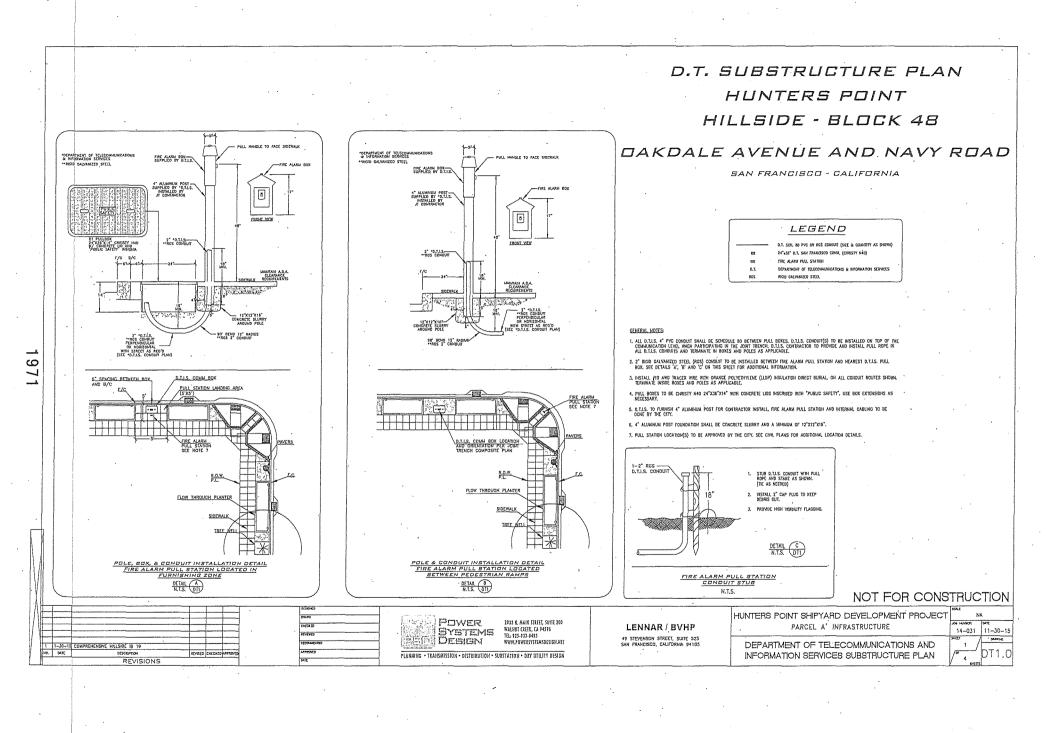
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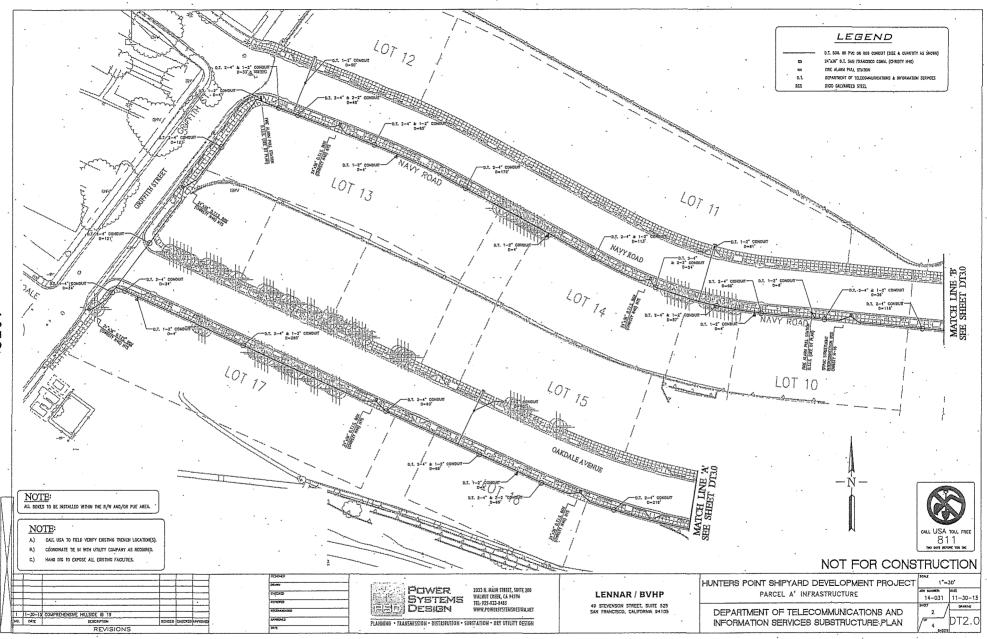


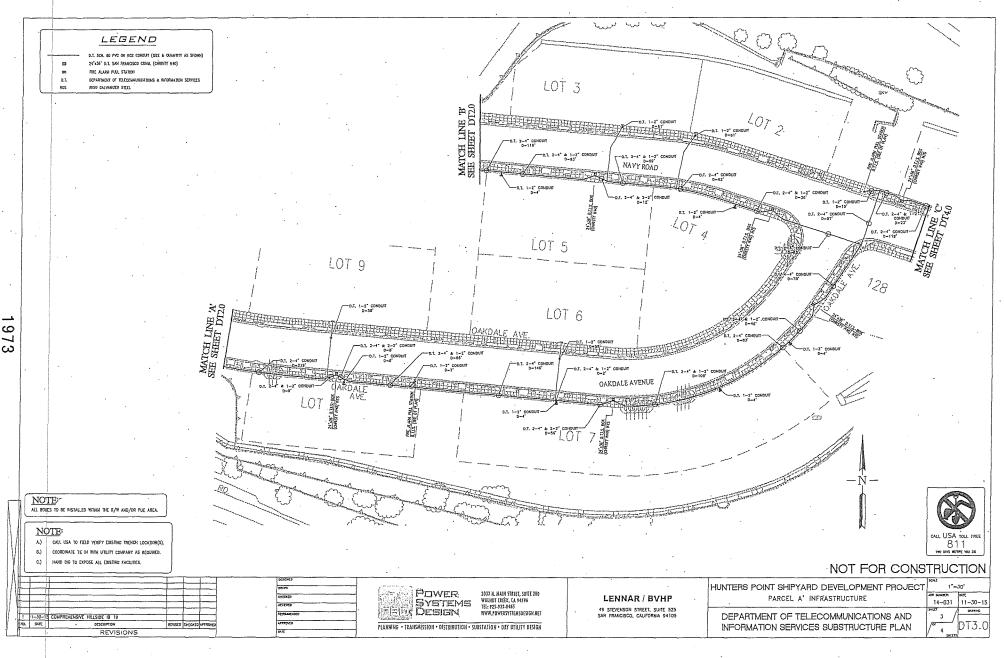


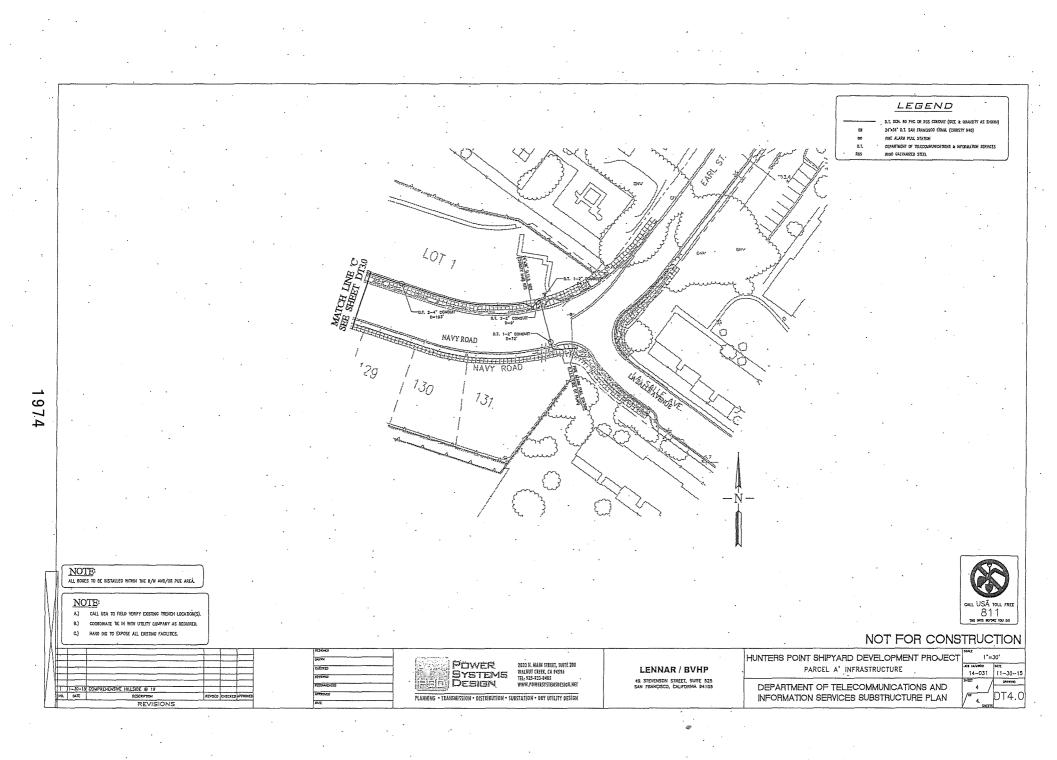


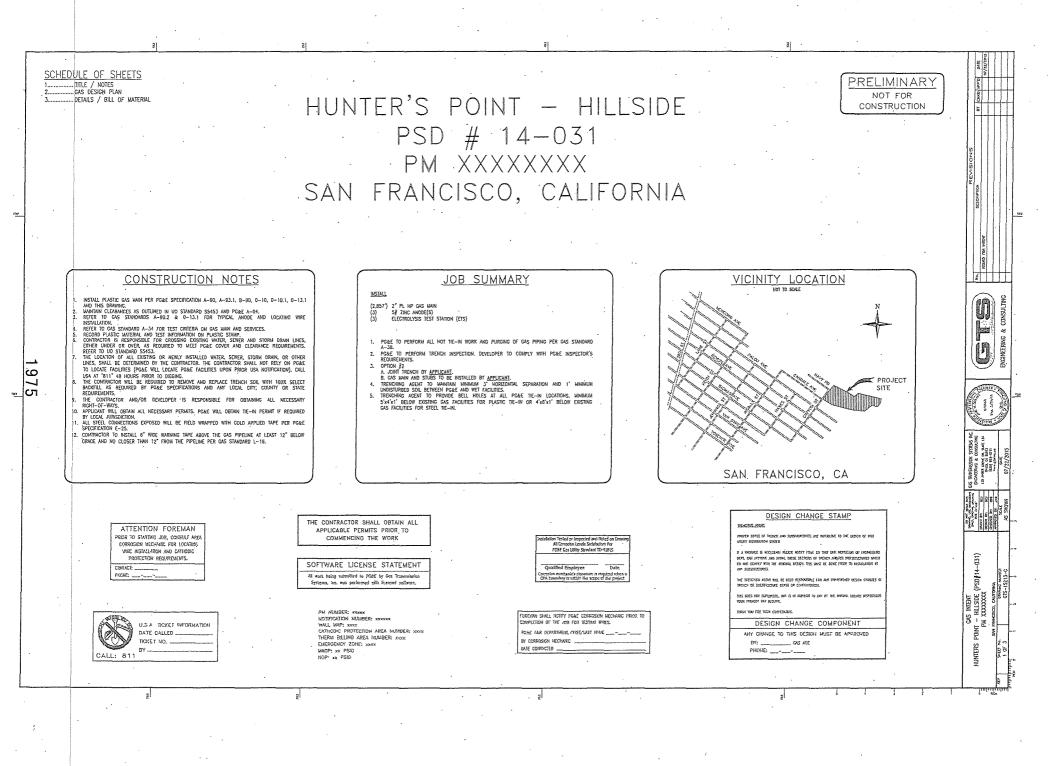


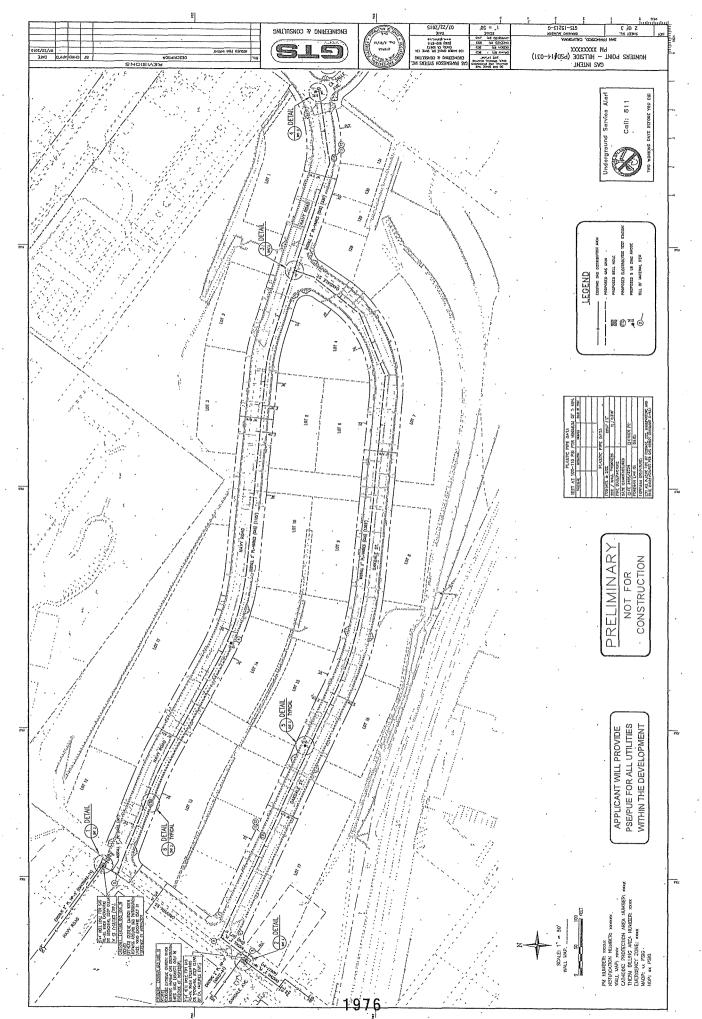


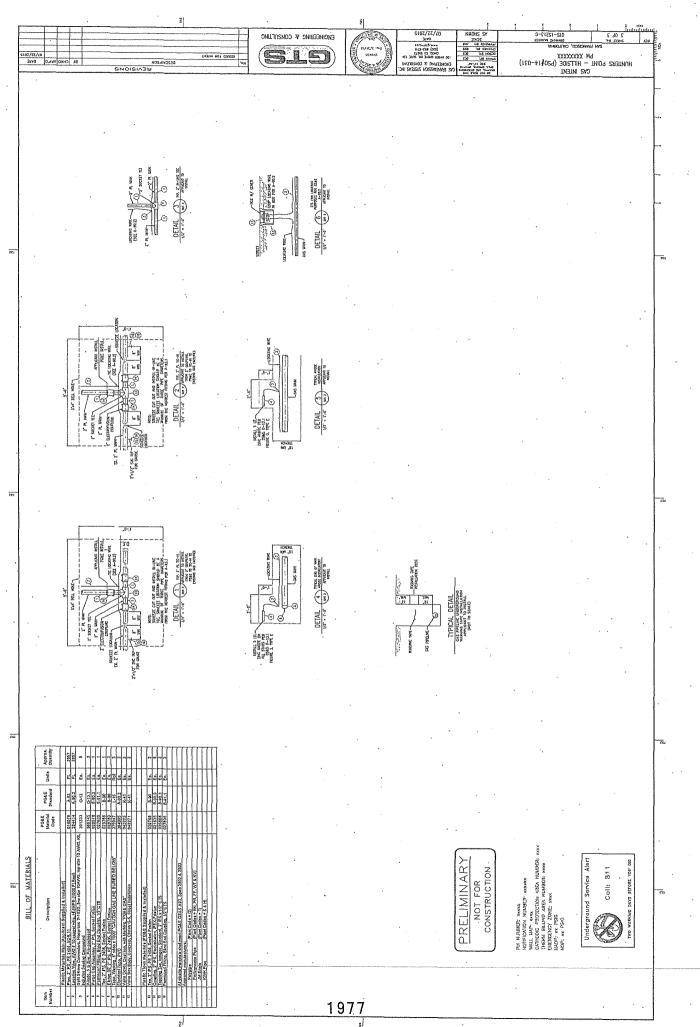












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# RECORDING REQUESTED BY, AND WHEN RECORDED RETURN TO:

Real Estate Division City and County of San Francisco 25 Van Ness Avenue, Suite 400 San Francisco, CA 94102 Attn: Director of Property

Assessor's Block ("AB") AB: (Space above this line reserved for Recorder's use only)

#### **OFFER OF IMPROVEMENTS**

HPS DEVELOPMENT CO., LP a Delaware limited partnership ("HPS"), and its successors and assigns, does hereby irrevocably offer to the City and County of San Francisco, a municipal corporation (the "City"), and its successors and assigns, all of the public improvements required pursuant to that certain Public Improvement Agreement - Hunters Point Shipyard Phase 1, dated as of July 21, 2009, by and between HPS, City and the Former Redevelopment Agency of the City and County of San Francisco, as amended by that certain First Amendment to Hunters Point Shipyard Phase 1 Public Improvement Agreement, dated October 14, 2011, and that certain Second Amendment to Hunters Point Shipyard Phase 1 Public Improvement Agreement, dated October 14, 2011, and that certain

The property where the public improvements are located is shown on Exhibit A hereto, which is located in the City.

It is understood and agreed that: (i) the City and its successors or assigns shall incur no liability or obligation whatsoever hereunder with respect to such offer of public improvements, and, except as may be provided by separate instrument, shall not assume any responsibility for the public improvements, unless and until such offer has been accepted by the appropriate action of the Board of Supervisors, and (ii) the City, in its sole discretion, may accept one or more components of the improvements, without prejudicing the City's discretion subsequently to accept or not accept other components, and (iii) upon acceptance of all or one or more components of this offer of public improvements by formal action of the Board of Supervisors, the City shall own and be responsible for maintenance of the accepted public facilities and improvements, except as such responsibility may be imposed on another by operation of law, as may be described in a master street encroachment permit authorized pursuant to Public Works Code § 786(b), or a similar agreement, pertaining to one or more of the public improvements

offered hereby, or as may be excluded from acceptance for maintenance and liability in the formal action of the City.

It is further understood that the improvements offered hereby expressly exclude those subsurface drains, cleanouts, and v-ditches described in City Department of Building Inspection ("DBI") Permit Nos. 200601263172 (Address: 4591A/077, Oakdale Avenue) and 200601263179 (Address: 4591A/076, Innes Avenue), and on file with DBI.

The provisions hereof shall insure to the benefit of, and be binding upon the heirs, successors, assigns, and personal representatives of the parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument this  $\frac{5^{44}}{204}$  day of 0.000

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1979

HPS

HPS DEVELOPMENT CO., LP, A Delaware limited partnership

By: CP/HPS Development Co. GP, LLC, a Delaware limited liability company, its General Partner

and the second s	• •
By:	
Name: RYAN HAMIL	
Title: VICE PRESIDENT	

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 San Francisco )

On <u>12-5-19</u>, before me, <u>Matthew Walksy</u>, a notary public in and for said State, personally appeared <u> $R_{yan}$  Henck</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

(Seal)

WITNESS my hand and official seal.

Signature

MATTHEW WALKUP Notary Public – California San Francisco County Commission # 2182426 My Comm. Expires Mar 7, 2021

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# EXHIBIT A

# Legal Description and Plat

NOVEMBER 26, 2019 JOB NO. 1804-001

#### EXHIBIT A LEGAL DESCRIPTION

#### STREET IMPROVEMENT DEDICATION AREA LOTS 132, 133, 136, AND 137, FINAL MAP NO. 5255 CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF LOTS 132, 133, 136, AND 137, AS SAID LOTS ARE SHOWN AND SO DESIGNATED ON FINAL MAP NO. 5255, RECORDED AUGUST 12, 2009, IN BOOK CC OF SURVEY MAPS, AT PAGE 176, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.

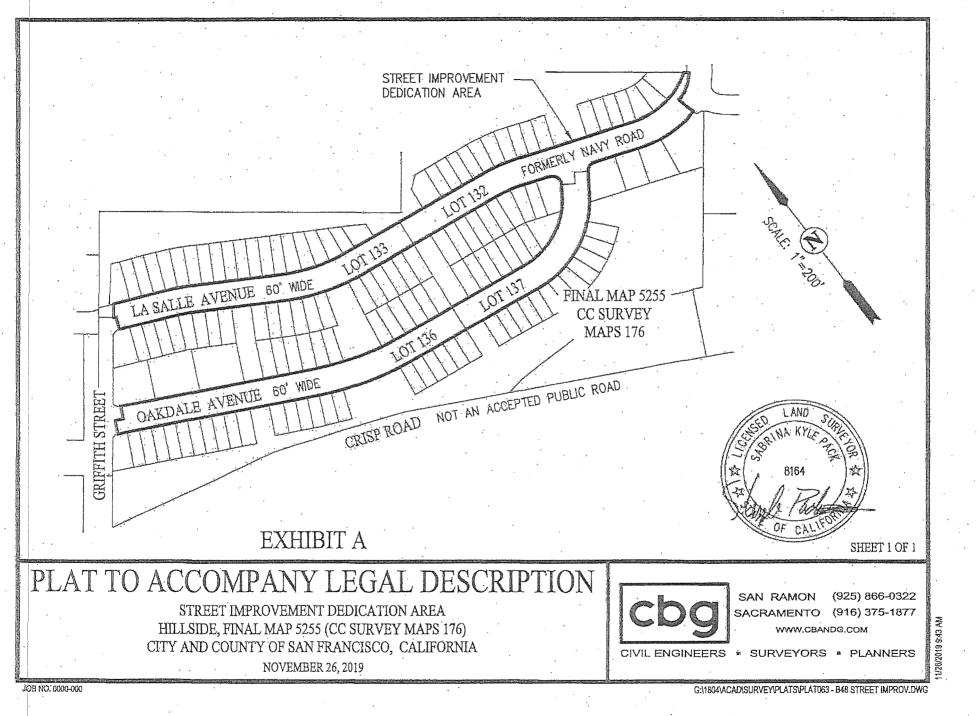
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.



END OF DESCRIPTION

SABRINA KYLE PACK, P.L.S. L.S. NO. 8164

P:\1800 - 1899\1804-000\LEGALS\B48\LG-046- B48 STREET IMPROV.DOC



Contract No. Bond No. K15479280

# **PERFORMANCE BOND**

Premiun: \$396.00 / Annum Final Map 8573, Block 48 Monumentatioin, Hunters Points Phase 1

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the City and County of San Francisco. State of California, has awarded to:

HPS Development Co., LP

hereinafter designated as the "Principal", a contract, dated, , for the City and County of San Francisco's Office of Contract Administration Contract No. (the "Contract").

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract (the "Bond");

NOW, THEREFORE, we the Principal and Westchester Fire Insurance Company

as Surety, are firmly bound unto the City and County of San Francisco ("City") in the penal sum of

One hundred thirty nine thousand and 00/100

Dollars (\$ 139,000.00

lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents for a performance bond. The conditions of this obligation is such that if the said Principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City and County of San Francisco, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same and no inadvertent overpayment of progress payments shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications or of any inadvertent overpayment of progress payments.

Contract No.\_\_\_\_\_ Bond No.\_K15479280

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this 20th day of February , 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL HPS Development Co., LP, a Delaware limited partnership

By: 1108 PRESDENT Its:

Date:

SURETY Westchester Fire Insurance Company

By:

Its: Mechelle Larkin

Date: February 20, 2020

NOTE: Signature of Sureties must be acknowledged by a Notary Public

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

#### CIVIL CODE § 1189

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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.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/the) executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal. Signature

Signature of Notary Public

· Place Notary Seal Above

**OPTIONAL** 

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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Signer's Name:		, 	Signer's Name:	
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□ Partner — □ L	imited 🛛 General		□ Partner – □ Li	mited 🛛 General
🗆 Individual	□ Attorney in Fact	•	🗆 Individual	□ Attorney in Fact
🗆 Trustee	Guardian or Conservator		□ Trustee	Guardian or Conservator
Other:			Other:	· · · · · · · · · · · · · · · · · · ·
	nting:	• •	Signer Is Represe	nting:

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# 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.

	a during the solution of validity of that document.
State of California )	
County of <u>Orange</u> )	
On FEB 2 0 2020 before me,Kath	y R. Mair. Notary Public [Name of Notary Public and Title "Notary Public"]
personally appeared <u>Mechelle Larkin</u>	f Signer(s)]
who proved to me on the basis of satisfactory ev subscribed to the within instrument and acknowle in his/her/their authorized capacity(ies), and tha the person(s), or the entity upon behalf of which t	edged to me that <del>he</del> /she/t <del>hey</del> executed the same It by <del>his</del> /her/ <del>their</del> signature(s) on the instrument
I certify under PENALTY OF PERJURY under foregoing paragraph is true and correct.	er the laws of the State of California that the
KATHY R. MAIR Notary Public – California Orange County Commission # 2193966 My Comm. Expires May 22, 2021	NESS my hand and official seal. Kathan Maan Signature of Notaly Public
Place Notary Seal Above OPT	IONAL
	formation can deter alteration of the document or orm to an unintended document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: <u>Mechelle Larkin</u>	Signer's Name:
Corporate Officer – Title(s):         Partner –        Limited         Individual       Attorney-in-Fact         Trustee       Guardian or Conservator         Other:	Corporate Officer - Title(s):         Partner - Limited       General         Individual       Attorney-in-Fact         Trustee       Guardian or Conservator         Other:
Signer Is Representing:	Signer is Representing:
	1987

# CHUBB.

## Power of Attorney

#### Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Fresents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint My Hua, Mechelle Larkin and Kathy R. Mair of Irvine, California; Tenzer V. Cunningham, Martha Gonzales, Joaquin Perez, Jeffrey Strassner and Brenda Wong of Los Angeles, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 3rd day of September, 2019.

Drunn. Chlores

Dawn M. Chloros, Assistant Secretary



Stephen M. Haney, Vice President



#### STATE OF NEW JERSEY

#### County of Hunterdon

On this **3<sup>rd</sup>** day of **September**, **2019**, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR NOTARY PUBLIC OF NEW JERSEY No. 2316685 Commission Expires July 16, 2024

CERTIFICATION

ut f ad

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 ; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (i) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorneyin-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

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FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



Dawn M. Chlores

Dawn M Chloros, Assistant Secretary,

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTIATY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 F23:4905-3656 e-mail: surgy@chubb.com

### Bond No. K1547922A

### Premium: \$29,402.00 per annum

Per Second Amendment to Hunters Point Shipyard, Phase 1 Development Project, as respect to Parcel A' Infrastructure – comprehensive Hillside IB 19, Plans and Specs as prepared by BKF dated 11/30/2015

#### EXHIBIT B-1

## Form: Faithful Performance Bond Hunters Point Shipyard Phase 1 Required Infrastructure

Whereas, the Board of Supervisors of the City and County of San Francisco, State of California, and **HPS Development Co., LP** (hereafter designated as "**Principal**") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Hunters Point Shipyard Phase 1 Public Improvement Agreement, dated July 21, 2009, and identified as Phase 1 Required 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 Westchester Fire Insurance Company, as Surety ("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 Ten million three hundred sixteen thousand four hundred twenty-nine and 20/100 Dollars (\$10,316,429.20) 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 December 4, 2019.

"PRINCIPAL" HPS DEVELOPMENT CO., LP, a Delaware limited partnership, By: CP/HPS Development Co. GP, LLC, a Delaware limited liability company, its General Partner

By:\_\_\_ Name? Hanck RYAN Title VICE PRESIDENT

"SURETY"

WESTCHESTER FIRE INSURANCE COMPANY

By:

Its: Mechelle Larkin, Attorney-in-Fact Address: 436 Walnut Street, P.O. Box 1000 Philadelphia, PA 19106 Telephone: (215) 640-1000 Facsimile:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT	
A notary public or other officer completing this certificate verifies only the identity of the individual who signed document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	the
State of California )	
County of <u>Orange</u> )	
OnDEC 0.4 2019before me,Kathy R. Mair, Notary Public	
personally appeared <u>Mechelle Larkin</u>	<u> </u>
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/a subscribed to the within instrument and acknowledged to me that he/she/they executed the sar 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.	me ent
I certify under PENALTY OF PERJURY under the laws of the State of California that t foregoing paragraph is true and correct.	ne
KATHY R, MAIR Notary Public - California Orange County Commission # 2193966 My Comm: Expires May 22, 2021 Place Notary Seal Above	• •
	1029 1026 204.
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.	
Description of Attached Document	
Title or Type of Document:	
Document Date: Number of Pages:	
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: <u>Mechelle Larkin</u> Signer's Name:	عبيني
Corporate Officer – Title(s):	
Signer Is Representing: Signer is Representing:	
1992	

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.

) ss

State of California

County of San Francisco )

On <u>12-5-19</u>, before me, <u>Matthysw Walkup</u>, a notary public in and for said State, personally appeared <u>Ryan Hauck</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 9 Teatre Vall

(Seal)

MATTHEW WALKUP Notary Public – California San Francisco County Commission # 2182426 My Comm, Expires Mar 7, 2021

### Bond No. K1547922A

#### Premium: included in Performance Bond's Premium

Per Second Amendment to Hunters Point Shipyard, Phase 1 Development Project, as respect to Parcel A' Infrastructure – comprehensive Hillside IB 19, Plans and Specs as prepared by BKF dated 11/30/2015

### EXHIBIT B-2

## Form: Labor and Material Bond Hunters Point Shipyard Phase 1 Required Infrastructure

Whereas, the Board of Supervisors of the City and County of San Francisco, State of California, and **HPS Development Co., LP** (hereafter designated as "**Principal**") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Hunters Point Shipyard Phase 1 Public Improvement Agreement, dated July 21, 2009, and identified as Hunters Point Phase 1 Required Infrastructure is hereby referred to and made a part hereof; 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 ("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 Ten million three hundred sixteen thousand four hundred twenty-nine and 20/100 Dollars (\$10,316,429.20), 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 December 4, 2019.

**"SURETY"** 

"PRINCIPAL" HPS DEVELOPMENT CO., LP, a Delaware limited partnership, By: CP/HPS Development Co. GP, LLC, a Delaware limited liability company,

its General Partner

By:\_ Name: LUAN HAUCK Title:/ NICE PRESIDENT

WESTCHESTER FIRE INSURANCE COMPANY With By:\_

Its: Mechelle Larkin, Attorney-in-Fact Address: 436 Walnut Street, P.O. Box 1000 Philadelphia, PA 19106 Telephone: (215) 640-1000 Facsimile:

CALIFORNIA ALL-PURP	OSE ACKNOWLEDGMENT	
A notary public or other officer completing this certifica document to which this certificate is attached, and not the second se	te verifies only the identity of the individual who signed the he truthfulness, accuracy, or validity of that document.	
State of California )		
County of <u>Orange</u> )		
On DEC 0.4 2019 before me. Kat	hy R. Mair, Notary Public	
DATE	[Name of Notary Public and Title "Notary Public"]	
personally appeared <u>Mechelle Larkin</u>	of Signer(s)]	
subscribed to the within instrument and acknow	vidence to be the person <del>(s)</del> whose name <del>(s)</del> is/are ledged to me that he/she/t <del>hey</del> executed the same lat by his/her/their signature <del>(s)</del> on the instrument the person <del>(s)</del> acted, executed the instrument.	
I certify under PENALTY OF PERJURY und foregoing paragraph is true and correct.	ler the laws of the State of California that the	
WI	TNESS my hand and official seal.	
KATHY R. MAIR Notary Public - California Orange County Commission # 2193966 My Comm. Expires May 22, 2021	Kalta Marini Signature of Notary Public	
Place Notary Seal Above OP1		
	Information can deter alteration of the document or form to an unintended document.	
Description of Attached Document		
Title or Type of Document:	· · · · ·	
Document Date:	Number of Pages:	
Signer(s) Other Than Named Above:		
Capacity(ies) Claimed by Signer(s)		
Signer's Name: Mechelle Larkin	Signer's Name:	
<ul> <li>Corporate Officer – Title(s);</li> <li>Partner – Limited General</li> <li>Individual Attorney-in-Fact</li> <li>Trustee Guardian or Conservator</li> <li>Other:</li> </ul>	Corporate Officer Title(s):         Partner Limited         Individual         Attorney-in-Fact         Trustee         Guardian or Conservator         Other:	
Signer Is Representing:	Signer is Representing:	
1996		

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 San Francisco )

On <u>12-5-19</u>, before me, <u>Matthew Walk up</u>, a notary public in and for said State, personally appeared <u>Ryan Hauek</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(Seal)

MATTHEW WALKUP Notary Public - California San Francisco County Commission # 2182426 My Comm. Explires Mar 7, 2021

MATTHEW WALKUP Notary Public - California San Francisco County Commission # 2182426 My Comm, Explres Mar 7, 2021

# CHUBB.

# Power of Attorney

#### Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint My Hua, Mechelle Larkin and Kathy R. Mair of Irvine, California; Tenzer V. Cunningham, Martha Gonzales, Joaquin Perez, Jeffrey Strassner and Brenda Wong of Los Angeles, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Where of, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 3<sup>rd</sup> day of September, 2019.

Dawn M. Childres

Dawn M. Chloros, Assistant Sectedary



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Stephen M Hancy, Vice President



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#### STATE OF NEW JERSEY

#### County of Hunterdon

On this 3<sup>rd</sup> day of September, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMBRICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.





KATHERINE J. ADELAAR NOTARY PUBLIC OF NEW JERSEY No. 23 16685 Commission Expires July 16, 2024

#### CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 ; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorneyin-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimilie on such Written Commitment or written appointment or delegation.

DEC n 4 2019

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



Dawn M. Chlores

Down M Chlores, Assistant Secretary

. IN THE EVENT YOU WISH TO VERIFY THE AUTHENFICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

# NOTES

1. THE REAL PROPERTY SHOWN HEREIN IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN PUBLIC IMPROVEMENT AGREEMENT DATED JULY 21, 2009, EXECUTED BY THE CITY AND COUNTY OF SAN FRANCISCO AND HPS DEVELOPMENT CO, LP, AS AMENDED BY THAT FIRST AMENDMENT DATED OCTOBER 14, 2011, AND THAT SECOND AMENDMENT, DATED

\_\_\_\_, 2018, RECORDED CONCURRENTLY HEREWITH.

- 2. SEE THE "MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND GRANT AND RESERVATION OF EASEMENTS, HUNTERS POINT SHIPYARD PHASE ONE" RECORDED AUGUST 12, 2009, AS DOCUMENT NO. 2009–1815408 OF OFFICIAL RECORDS, AND ANY SUBSEQUENT MODIFICATIONS THEREOF, FOR INFORMATION ON SUBSURFACE DRAINS. THE REAL PROPERTY SHOWN HEREIN IS SUBJECT TO OTHER TERMS, CONDITIONS AND EASEMENTS CONTAINED THEREIN.
- 3. ADDITIONAL RESTRICTIONS AND RIGHTS PERTAINING TO THIS PROPERTY ARE DEFINED IN A DOCUMENT ENTITLED "DESIGN FOR DEVELOPMENT' ADOPTED BY THE SAN FRANCISCO REDEVELOPMENT AGENCY COMMISSION ON SEPTEMBER 30, 1997 BY RESOLUTION NO. 1997–193, AND AMENDED ON JANUARY 18, 2005 BY RESOLUTION NO. 7–2005 AND ANY SUBSEQUENT AMENDMENTS THEREOF. "DESIGN FOR DEVELOPMENT" MEANS THAT CERTAIN HUNTERS POINT SHIPYARD PHASE 1 DESIGN FOR DEVELOPMENT ORIGINALLY ADOPTED BY THE AGENCY COMMISSION ON SEPTEMBER 30, 1997 BY RESOLUTION NO. 193–1997, AMENDED BY THE AGENCY COMMISSION ON JANUARY 18, 2005 BY RESOLUTION NO. 7–2005, FURTHER AMENDED BY THE AGENCY COMMISSION ON JUNE 3, 2010 BY RESOLUTION NO. 68–2010, FURTHER AMENDED BY THE AGENCY COMMISSION ON JUNE 13, 2013, BY RESOLUTION NO. 18904, AND AS MAY BE FURTHER AMENDED OR SUPPLEMENTED FROM TIME TO TIME.
- THE REAL PROPERTY SHOWN HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE AGREEMENTS, DECLARATIONS AND ALL OTHER DOCUMENTS AS REFERENCED ON THAT CERTAIN FINAL MAP 5255, RECORDED AUGUST 12, 2009, IN BOOK CC OF SURVEY MAPS, PAGES 176-185.
- 5. HOUSING DENSITY AND UNIT COUNT FOR THIS MAP WAS ESTABLISHED PER RESOLUTION NO. 11-2015, ADOPTED MARCH 3, 2015.

Office of the Treasurer & Tax Collector City and County of San Francisco

**Property Tax Section** 



José Cisneros, Treasurer

# TAX CERTIFICATE

I, David Augustine, Tax Collector of the City and County San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that according to the records of my office regarding the subdivision identified below:

1. There are no liens for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.

2. The City and County property taxes and special assessments which are a lien, but not yet due, including estimated taxes, have been paid.

Block:	4591D
Lot:	001
Address:	1 - 9 Earl St

David Augustine, Tax Collector

Dated this 21st day of February 2020. This certificate is valid for the earlier of 60 days from this date or December 31, 2020. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at tax.certificate@sfgov.org to obtain another certificate.

**Property Tax Section** 



José Cisneros, Treasurer

## TAX CERTIFICATE

I, David Augustine, Tax Collector of the City and County San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that according to the records of my office regarding the subdivision identified below:

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- 2. The City and County property taxes and special assessments which are a lien, but not yet due, including estimated taxes, have been paid.

Block:	4591D
Lot:	002
Address:	701 - 799 La Salle Ave

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

## TAX CERTIFICATE

I, David Augustine, Tax Collector of the City and County San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that according to the records of my office regarding the subdivision identified below:

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Block:	4591D
Lot:	003
Address:	701 - 799 La Salle Ave

Die

David Augustine, Tax Collector

Dated this 21st day of February 2020. This certificate is valid for the earlier of 60 days from this date or December 31, 2020. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at tax.certificate@sfgov.org to obtain another certificate.



José Cisneros, Treasurer

Property Tax Section

### TAX CERTIFICATE

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- 1. There are no liens for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.
- 2. The City and County property taxes and special assessments which are a lien, but not yet due, including estimated taxes, have been paid.

Block:	4591D
Lot:	004
Address:	701 - 799 La Salle Ave

David Augustine, Tax Collector





José Cisneros, Treasurer

# TAX CERTIFICATE

I, David Augustine, Tax Collector of the City and County San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that according to the records of my office regarding the subdivision identified below:

- 1. There are no liens for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.
- 2. The City and County property taxes and special assessments which are a lien, but not yet due, including estimated taxes, have been paid.

Block:	4591D
Lot:	005
Address:	869 La Salle Ave

De

David Augustine, Tax Collector

Dated this 21st day of February 2020. This certificate is valid for the earlier of 60 days from this date or December 31, 2020. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at tax.certificate@sfgov.org to obtain another certificate.

<sup>v</sup>roperty Tax Section



José Cisneros, Treasurer

#### TAX CERTIFICATE

I, David Augustine, Tax Collector of the City and County San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that according to the records of my office regarding the subdivision identified below:

- 1. There are no liens for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.
- 2. The City and County property taxes and special assessments which are a lien, but not yet due, including estimated taxes, have been paid.

 Block:
 4591D

 Lot:
 006

 Address:
 701 - 799 La Salle Ave

St

David Augustine, Tax Collector

Dated this 21st day of February 2020. This certificate is valid for the earlier of 60 days from this date or December 31, 2020. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at tax.certificate@sfgov.org to obtain another certificate.

Property Tax Section



José Cisneros, Treasurer

# TAX CERTIFICÀTE

I, David Augustine, Tax Collector of the City and County San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that according to the records of my office regarding the subdivision identified below:

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- 2. The City and County property taxes and special assessments which are a lien, but not yet due, including estimated taxes, have been paid.

 Block:
 4591D

 Lot:
 007

 Address:
 701 - 799 La Salle Ave

David Augustine, Tax Collector

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**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	009
Address:	801 - 899 La Salle Ave

Dz

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	010
Address:	879 La Salle Ave

David Augustine, Tax Collector

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City Hall - Room 140 • 1 Dr. Carlton B. Goodlett Place • San Francisco, CA 94102-4638

Property Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	011
Address:	801 - 899 La Salle Ave

De

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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 Block:
 4591D

 Lot:
 012

 Address:
 801 - 899 La Salle Ave

De

David Augustine, Tax Collector

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**Property Tax Section** 



José Cisneros, Treasurer

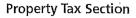
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Block:	4591D
Lot:	013
Address:	801 - 899 La Salle Ave

David Augustine, Tax Collector





#### José Cisneros, Treasurer

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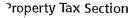
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Block:	4591D
Lot:	014
Address:	889 La Salle Ave

De

David Augustine, Tax Collector

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Block:	4591D
Lot:	015
Address:	801 - 899 La Salle Ave

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**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	016
Address:	801 - 899 La Salle Ave

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Block:	4591D
Lot:	017
Address:	801 - 899 La Salle Ave

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	018
Address:	899 La Salle Ave

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Block:	4591D
Lot:	019
Address:	801 - 899 La Salle Ave

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Lot:	020
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Property Tax Section



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Block:	4591D
Lot:	021
Address:	801 - 899 La Salle Ave

David Augustine, Tax Collector

Property Tax Section



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Block:	4591D
Lot:	022
Address:	801 - 899 La Salle Ave

Dz

David Augustine, Tax Collector

Property Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	023
Address:	801 - 899 La Salle Ave

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Block:	4591D
Lot:	024
Address:	801 - 899 La Salle Ave

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Block:	4591D
Lot:	025
Address:	801 - 899 La Salle Ave

De

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D	
Lot:	026	
Address:	801 - 899 La Salle A	ve

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David Augustine, Tax Collector

**Property Tax Section** 



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Block:	4591D
Lot:	027
Address:	801 - 899 La Salle Ave

David Augustine, Tax Collector



José Cisneros, Treasurer

**Property Tax Section** 

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Block:	4591D
Lot:	028
Address:	801 - 899 La Salle Ave

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roperty Tax Section



José Cisneros, Treasurer

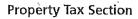
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Block:	4591D
Lot:	029
Address:	801 - 899 La Salle Ave

David Augustine, Tax Collector





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 Block:
 4591D

 Lot:
 030

 Address:
 801 - 899 La Salle Ave

David Augustine, Tax Collector

roperty Tax Section



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Block:	4591D
Lot:	031
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David Augustine, Tax Collector

**Property Tax Section** 



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Block:	4591D
Lot:	032
Address:	801 - 899 La Salle Ave

2-De

David Augustine, Tax Collector

Property Tax Section



José Cisneros, Treasurer

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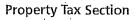
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Block:	4591D
Lot:	033
Address:	801 - 899 La Salle Ave

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David Augustine, Tax Collector





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Block:	4591D
Lot:	034
Address:	801 - 899 La Salle Ave

David Augustine, Tax Collector

Property Tax Section



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Lot:	035
Address:	801 - 899 La Salle Ave

David Augustine, Tax Collector

**Property Tax Section** 



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Block:	4591D
Lot:	036
Address:	801 - 899 La Salle Ave

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 Block:
 4591D

 Lot:
 037

 Address:
 801 - 899 La Salle Ave

David Augustine, Tax Collector

**Property Tax Section** 



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Block:	4591D	
Lot:	038	
Address:	801 - 899 La Sa	lle Ave

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Block:	4591D
Lot:	039
Address:	801 - 899 La Salle Ave

David Augustine, Tax Collector



**Property Tax Section** 

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Block:	4591D
Lot:	040
Address:	800 - 898 La Salle Ave

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 Block:
 4591D

 Lot:
 042

 Address:
 800 - 898 La Salle Ave

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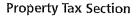
Block:	4591D
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José Cisneros, Treasurer

#### TAX CERTIFICATE

I, David Augustine, Tax Collector of the City and County San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that according to the records of my office regarding the subdivision identified below:

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Block:	4591D
Lot:	044
Address:	800 - 898 La Salle Ave

De

David Augustine, Tax Collector

Property Tax Section



José Cisneros, Treasurer

## TAX CERTIFICATE

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Block:	4591D
Lot:	045
Address:	800 - 898 La Salle Ave

David Augustine, Tax Collector



José Cisneros, Treasurer

Property Tax Section

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Block:	4591D	
Lot:	046	
Address:	800 - 898 La	a Salle Ave

Dz

David Augustine, Tax Collector

'roperty Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	047
Address:	800 - 898 La Salle Ave

David Augustine, Tax Collector



José Cisneros, Treasurer

**Property Tax Section** 

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Block:	4591D
Lot:	048
Address:	800 - 898 La Salle Ave

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	050
Address:	800 - 898 La Salle Ave

David Augustine, Tax Collector





José Cisneros, Treasurer

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Block:	4591D
Lot:	051
Address:	2 - 98 Marina Green Dr

D

David Augustine, Tax Collector

Dated this 21st day of February 2020. This certificate is valid for the earlier of 60 days from this date or December 31, 2020. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at tax.certificate@sfgov.org to obtain another certificate.

2048

**Property Tax Section** 



José Cisneros, Treasurer

#### TAX CERTIFICATE

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Block:	4591D	
Lot:	052	
Address:	800 - 898 La Salle Ave	

David Augustine, Tax Collector



José Cisneros, Treasurer

**Property Tax Section** 

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Block:	4591D
Lot:	053
Address:	800 - 898 La Salle Ave

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David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	054
Address:	800 - 898 La Salle Ave

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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 Block:
 4591D

 Lot:
 055

 Address:
 800 - 898 La Salle Ave

David Augustine, Tax Collector

**'roperty Tax Section** 

José Cisneros, Treasurer

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Block:	4591D
Lot:	057
Address:	800 - 898 La Salle Ave

De

David Augustine, Tax Collector

Property Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	058
Address:	800 - 898 La Salle Ave

De

David Augustine, Tax Collector

roperty Tax Section



## José Cisneros, Treasurer

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Block:	4591D
Lot:	059
Address:	800 - 898 La Salle Ave

David Augustine, Tax Collector

Property Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	060
Address:	800 - 898 La Salle Ave

Dz

David Augustine, Tax Collector

Property Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	061
Address:	800 - 898 La Salle Ave

David Augustine, Tax Collector



José Cisneros, Treasurer

Property Tax Section

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Block:	4591D
Lot:	062
Address:	800 - 898 La Salle Ave

David Augustine, Tax Collector

Property Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	064
Address:	800 - 898 La Salle Ave

David Augustine, Tax Collector

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José Cisneros, Treasurer

Property Tax Section

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Block:	4591D
Lot:	065
Address:	800 - 898 La Salle Ave

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

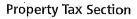
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Block:	4591D
Lot:	066
Address:	800 - 898 La Salle Ave

David Augustine, Tax Collector





## José Cisneros, Treasurer

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Block:	4591D
Lot:	067
Address:	800 - 898 La Salle Ave

David Augustine, Tax Collector

roperty Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	068
Address:	800 - 898 La Salle Ave

David Augustine, Tax Collector

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2063

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	069
Address:	800 - 898 La Salle Ave

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	070
Address:	800 - 898 La Salle Ave

David Augustine, Tax Collector



José Cisneros, Treasurer

**Property Tax Section** 

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Block:	4591D
Lot:	071
Address:	800 - 898 La Salle Ave

De

David Augustine, Tax Collector

Property Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	072
Address:	800 - 898 La Salle Ave

David Augustine, Tax Collector



José Cisneros, Treasurer

Property Tax Section

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Block:	4591D
Lot:	073
Address:	800 - 898 La Salle Ave

De

David Augustine, Tax Collector

Property Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	074
Address:	900 - 998 Oakdale Ave

David Augustine, Tax Collector



José Cisneros, Treasurer

Property Tax Section

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Block:	4591D
Lot:	075
Address:	900 - 998 Oakdale Ave

De 7

David Augustine, Tax Collector

roperty Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	076
Address:	900 - 998 Oakdale Ave

David Augustine, Tax Collector



José Cisneros; Treasurer

**Property Tax Section** 

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Block:	4591D
Lot:	077
Address:	900 - 998 Oakdale Ave

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	078
Address:	900 - 998 Oakdale Ave

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David Augustine, Tax Collector



José Cisneros, Treasurer

**Property Tax Section** 

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Block:	4591D
Lot:	079
Address:	900 - 998 Oakdale Ave

De

David Augustine, Tax Collector

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2074



José Cisneros, Treasurer

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Block:	4591D
Lot:	080
Address:	900 - 998 Oakdale Ave

De

David Augustine, Tax Collector



José Cisneros, Treasurer

Property Tax Section

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Block:	4591D
Lot:	081
Address:	900 - 998 Oakdale Ave

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	082
Address:	900 - 998 Oakdale Ave

 $\mathcal{D}$ 

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	083
Address:	900 - 998 Oakdale Ave

24 Dan

David Augustine, Tax Collector

Property Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	084
Address:	900 - 998 Oakdale Ave

David Augustine, Tax Collector

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City Hall - Room 140



José Cisneros, Treasurer

**Property Tax Section** 

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Block:	4591D
Lot:	085
Address:	900 - 998 Oakdale Ave

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	086
Address:	900 - 998 Oakdale Ave

David Augustine, Tax Collector



José Cisneros, Treasurer

**Property Tax Section** 

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Block:	4591D
Lot:	087
Address:	900 - 998 Oakdale Ave

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	088
Address:	900 - 998 Oakdale Ave

David Augustine, Tax Collector



José Cisneros, Treasurer

Property Tax Section

# TAX CERTIFICATE

I, David Augustine, Tax Collector of the City and County San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that according to the records of my office regarding the subdivision identified below:

- 1. There are no liens for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.
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Block:	4591D
Lot:	089
Address:	900 - 998 Oakdale Ave

De

David Augustine, Tax Collector

Property Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	090
Address:	900 - 998 Oakdale Ave

David Augustine, Tax Collector

Property Tax Section



José Cisneros, Treasurer

TAX CERTIFICATE

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Block:	4591D
Lot:	091
Address:	900 - 998 Oakdale Ave

De

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	092
Address:	900 - 998 Oakdale Ave

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	093
Address:	900 - 998 Oakdale Ave

De

David Augustine, Tax Collector

roperty Tax Section



José Cisneros, Treasurer

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 Block:
 4591D

 Lot:
 097

 Address:
 901 - 999 Oakdale Ave

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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 Block:
 4591D

 Lot:
 098

 Address:
 901 - 999 Oakdale Ave

David Augustine, Tax Collector

roperty Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	099
Address:	901 - 999 Oakdale Ave

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	100
Address:	901 - 999 Oakdale Ave

De

David Augustine, Tax Collector

Dated this 21st day of February 2020. This certificate is valid for the earlier of 60 days from this date or December 31, 2020. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at tax.certificate@sfgov.org to obtain another certificate.

2092

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	101
Address:	901 - 999 Oakdale Ave

David Augustine, Tax Collector

Property Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	102
Address:	901 - 999 Oakdale Ave

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	103
Address:	901 - 999 Oakdale Ave

David Augustine, Tax Collector

Property Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	104
Address:	901 - 999 Oakdale Ave

David Augustine, Tax Collector

Property Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	105
Address:	901 - 999 Oakdale Ave

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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 Block:
 4591D

 Lot:
 106

 Address:
 901 - 999 Oakdale Ave

Dz

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	107
Address:	901 - 999 Oakdale Ave

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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 Block:
 4591D

 Lot:
 108

 Address:
 901 - 999 Oakdale Ave

Dz

David Augustine, Tax Collector

Property Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	109
Address:	901 - 999 Oakdale Ave

David Augustine, Tax Collector

Property Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	110
Address:	901 - 999 Oakdale Ave

De

David Augustine, Tax Collector

Property Tax Section



#### José Cisneros, Treasurer

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Block:	4591D
Lot:	111
Address:	901 - 999 Oakdale Ave

David Augustine, Tax Collector

Property Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	112
Address:	901 - 999 Oakdale Ave

De

David Augustine, Tax Collector

Property Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	113
Address:	901 - 999 Oakdale Ave

De

David Augustine, Tax Collector

Property Tax Section.



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Block:	4591D
Lot:	114
Address:	901 - 999 Oakdale Ave

De

David Augustine, Tax Collector

Property Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	115
Address:	901 - 999 Oakdale Ave

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	116
Address:	901 - 999 Oakdale Ave

Dz

David Augustine, Tax Collector

Property Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	117
Address:	901 - 999 Oakdale Ave

David Augustine, Tax Collector

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City Hall - Room 140 • 1 Dr. Carlton B. Goodlett Place 2109

San Francisco, CA 94102-4638

Property Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	118
Address:	901 - 999 Oakdale Ave

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	119
Address:	901 - 999 Oakdale Ave

David Augustine, Tax Collector

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Property Tax Section



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Block:	4591D
Lot:	120
Address:	901 - 999 Oakdale Ave

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David Augustine, Tax Collector

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2112

Property Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	121
Address:	901 - 999 Oakdale Ave

Dz

David Augustine, Tax Collector



José Cisneros, Treasurer

Property Tax Section

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Block:	4591D
Lot:	122
Address:	901 - 999 Oakdale Ave

De

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	123
Address:	901 - 999 Oakdale Ave

David Augustine, Tax Collector



José Cisneros, Treasurer

Property Tax Section

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Block:	4591D
Lot:	124
Address:	901 - 999 Oakdale Ave

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	125
Address:	901 - 999 Oakdale Ave

David Augustine, Tax Collector

Property Tax Section



José Cisneros, Treasurer

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Block:	4591D
Lot:	126
Address:	901 - 999 Oakdale Ave

De

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	127
Address:	901 - 999 Oakdale Ave

David Augustine, Tax Collector

Property Tax Section



José Cisneros, Treasurer

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 Block:
 4591D

 Lot:
 128

 Address:
 901 - 999 Oakdale Ave

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	129
Address:	901 - 999 Oakdale Ave

David Augustine, Tax Collector

**Property Tax Section** 



José Cisneros, Treasurer

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Block:	4591D
Lot:	130
Address:	901 - 999 Oakdale Ave

De

David Augustine, Tax Collector

**Property Tax Section** 



### José Cisneros, Treasurer

### TAX CERTIFICATE

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Block:	4591D
Lot:	131
Address:	901 - 999 Oakdale Ave

David Augustine, Tax Collector

#### OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE DWWERS AND THE HOLDERS OF SECURITY INTEREST OR HAVE SOLE RIGHT, THILL, OR NITHERST IN AND TO THE REAL PROPERTY. INCLUSED WITHIN THE SUBLIVISION SHOWN ON THIS HAP. THAT WE ARE THE GMY PERSON RAWAR ANY RECORD THILE INTERCET IN THE SUBDINGED PROPERTY WHOSE CONSENT TO SUBSCISSANT TO PASS CLAR THILE TO SAD REAL PROPERTY, AND THAT WE HEREBY CONSENT TO PROFAMILION AND RECORDATION OF THIS FINAL MAP NO. 8573 AS SHOWIN WITHIN THE DISTINCTIVE BORDER LINE.

THE AREAS DESIGNATED HEREIN AS PRIVATE STOKU DEALM AND RETAINED WALL CASEMENT (SORKIE) SHALL BE GAMTED TO THE HANTERS POINT MASTER HOMEO/INEES ASSOCIATION OR SUB-ASSOCIATION, THER RESERVE SUCCESSIONS OF ASSIGNS, BY SEPARATE DOCUMENT IN ACCEDENCIC: WITH THE MASTER DECLARATION OF RESTRICTIONS (AS IS REFERENCED ON SHEET 2 MOTES: THE 2).

HPS DEVELOPMENT CO., LP, A DELAWARE DMITCH PARTNERSHIP

BY: CP/AIPS DEVELOPMENT CO. SP, LLC, A DELAWARE UNITED LIABILITY COMPANY, ITS GENERAL PARTNER

11-22-19 RYAN NY HAUCK DATE

### OWNER'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES GNLY THE IDENTIFY OF THE INDIMOUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

### STATE OF California

i certify under penalty of penalty under the laws of the state of california that the foregoing paragraph is true and correct.

WTHESS MY HARD AND OFFICIAL SEAL: SIGNATURE: <u>Elizabeth Meal</u> NAME (FRINT): <u>Elizabeth Meal</u> (NOTE: SEAL OFTIONAL IF THE FOLIONING INFORMATION IS COMPLETED)

· PRINCIPAL COUNTY OF BUSINESS CATALTY COST MY COMMISSION NUMBER: 21.87347

MY COMMISSION EXPIRES: MAR 20, 2021

### RECORDER'S STATEMENT

BY: COUNTY RECORDER CITY AND COUNTY OF SAN FRANCISCO STATE OF CALIFORNIA

# FINAL MAP NO. 8573

A 404 UNIT RESIDENTIAL CONDOMINIUM PROJECT BEING A MERGER AND ITLOT SUBDIVISION OF LOTS J - 89 AND 93 - 121, AS SHOWN YON THAT CERTAIN FINAL MAP NO. 3255, FILED AUGUST 12, 2009, IN BOOK CC OF SURVEY MAPS, AT PAGE 176 CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

> Carlson, Barbee & Gibson; Inc. civil Examered - Surveyors - PLANERS SAN RAKON, CALFORNIA NOVEMBER 2019

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900-999 OAKDALE AVENUE	APN 4591A-077	ONEEL LOP.0

### FIELD SURVEY COMPLETION STATEMENT

The field survey for this maps was completed on octorer 23, 2014, all physical detals including city and private locaulentation shown hereon existed as of the field survey completion date, unless otherwise noted.

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### SURVEYOR'S STATEMENT

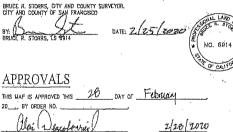
4 10 10 1

This way was prepared by we or under my direction and is based upon a field survey in componence with the requirements of the suddivision way act and local organization for the requirements or the suddivision way act and local organization is the requirement organization way so that the monuments are of the guaracter and occupy the positions indicated that way the monuments are of the guaracter and occupy the positions indicated the monuments are of the guaracter and occupy the positions indicated the monuments are of the guaracter and occupy the positions indicated the monuments are of the guaracter and occupy the positions indicated the monuments are observed. HAT ALL THE MONOMENTS ARE OF THE CHARACTER AND OCCUPT THE FORMULAED TO THAT THEY WILL BE SCT IN THOSE POSTINGS BEFORE DECEMBER 31, 2022, MID. THAT THE NORMULAITS ARE, SUFTCHENT TO ERABLE THE SURVEY TO BE ENDERLATED. AND THAT THIS FAMAL MAP SUBSTATIALLY CONTROLS TO THE CONDITIONALLY APPROVED ENTATIVE MAP.



### CITY AND COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMPLED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPERATED ON THE CHSORING MAP AND ANY APPROVE ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE CALEGORIA SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE DEEN COMPLED WITH, MAD THAT I AU SUBSTRET THIS MAP IS TECHNICALLY CORRECT.



DIRECTOR OF PUBLIC WORKS AND ADVISORY AGENCY CITY AND COUNTY OF SAN HRANCISCO STATE OF CALIFORNIA

#### APPROVED AS TO FORM

DENNIS J. HERRERA, CITY ATTORNEY - the Hora

DEPUTY CITY ATTORNEY OTY AND COUNTY OF SAN FRANCISCO

#### BOARD OF SUPERVISOR'S APPROVAL

OF SUPERVISOR'S IN FILE NO.

### TAX STATEMENT

1, ANGELA CALVALD, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORMIA. DO HEREBY STATE THAT THE SUBDIVIDER HAS FILED A STATEMENT FRAM THE TREASURER AND TAX COLLECTOR OF THE CITY AND COUNTY OF SAN FRANCISCO, STOMONE THAT ACCORDANC TO THE RECORDS OF THIS OF HERE OFFICE THERE ARE. NO. LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR UNPAID STATE, COUNTY HUNICIPAL OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES.

DATED THIS DAY OF ....

CLERK OF THE BOARD OF SUPCRYISORS CITY AND COUNTY OF SAN FRANCISCO STATE OF CALIFORNIA

#### CLERK'S STATEMENT

I, ANGKLA GALMILO, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAM FRANCISCO, STATE OF CALIFORNIA, HEREBY STATE THAT SAID BOARD OF SUPERVISORS BY ITS MOTOR NO. 20 , APPROVED THIS MAP ENTITLED "FINAL WAP NO. 8573".

IN TESTINICRY WHERE'OF I HAVE HEREUNTO SUBSCRIBED MY HAND AND CAUSED THE SEAL OF THIS OFFICE TO BE AFFIXED.

CLERK OF THE BOARD OF SUPERMSORS STATE OF CALLEORNIA

#### NOTES

The real property shown herein is subject to the terms and conditions of that certain public duprovement achectment dated lift, 2008, executed by the city and country of san francisco and hps development CO,  $\mu$ , as anended by that first alrediate dated country of the countr RECORDED CONCURRENTLY HEREWITH.

- SEE THE "MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND GRANT AND RESERVATION OF EASEMENTS, HUNTERS POINT SHIPYARD PHASE ONE" RECORDED AUGUST 12, 2009, AS DOCUMENT NO. 2009-1815408 OF OFFICIAL RECORDS, AND ANY SUBSEQUENT MODIFICATIONS THEREOF, FOR INFORMATION ON SUBSUFACE DRAINS, THE REAL PROPERTY SHOWN HEREIN IS SUBJECT TO OTHER TERMS, CONDITIONS AND EASEMENTS CONTAINED THEREIR.
- ADDITIONAL RESTRICTIONS AND RIGHTS PERTAINING TO THIS PROPERTY ARE DEFINED IN A DOCUMENT CHITLED DESIGN FOR DEVELOPMENT ADOPTED BY THE SAN FRANCISCO REDEVLOPMENT AGENCY COMMISSION ON SEPTEMBER 30, 1997 BY RESOLUTION NO. 1997-1103, AND AMENDED ON ANNUARY 18, 2005 BY RESOLUTION NO. 7-2005 AND MY SUBSEQUENT AND ALEMADE ON JANUARY 18, 2005 BY RESOLUTION NO: 7-2005 AND MY SUBSEQUENT ALEMANENTS THEREOF, DESIGN FOR DEVELOPMENT MEANS THAT CERTAR HUMERS POINT SHIPYARD, PHASE 1 DESIGN FOR DEVELOPMENT ONIGNALLY ADDPTED BY THE ACENCY COMMISSION ON SEPTEMBER 30, 1987 BY RESOLUTION NO, 7-2005, FURTHER ALEMADE BY THE ACENCY COMMISSION ON JANUARY 16, 2005 BY RESOLUTION NO, 7-2005, FURTHER ALEMADE BY THE ACENCY COMMISSION ON JANES 3, 2013, BY RESOLUTION NO, 1820(1, TUTHER ALEMADE BY THE ACENCY COMMISSION ON JANE 13, 2013, BY RESOLUTION NO, 18004, AND AS MAY BE FURTHER ALEMADE DO RSUPPLANENTED FOR THE TO THE
- THE REAL PROPERTY SHOWN HEREIN IS SUBJECT TO ALL THE TENNS AND CONDITIONS OF THE ARREDMENTS, DECLARATIONS AND ALL OTHER DOCUMENTS AS REFERENCED ON THAT CERTAIN FINAL MAP SESS, RECORDED AUGUST 12, 2009, NI BOOK CO OF SURVEY MAPS, PAGES 175-185.

HOUSING DENSITY AND UNIT COUNT FOR THIS MAP WAS ESTABLISHED PER RESOLUTION NO. 11-2015, ADOPTED NARCH 3, 2015,

### GENERAL NOTES FOR CONDOMINIUM LOTS

A) THIS MAP IS THE SURVEY MAP PORTION OF A CONDOMINIUM PLAN AS DESCRIBED IN GALFORMA CIVIL CODE SECTIONS 4120 AND 4265, THIS CONDOMIUM PROJECT IS LIMITED TO 104 MAXMUM NUMBER OF DWELLING UNITS, SEE LOY TABLE ON SHEET 3 FOR UNIT ALLOCATIONS.

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B) ALL INGRESS (IS), EGRESS (ES), PATH(S) OF TRAVEL, THE/EVERGENCY EDIT(S) AND EXITING COMPONENTS, EXIT PATHWAY(S) AND PASSACEWAY(S), TATHWAY(S), CORNIDOR(S), ELEVATOR(S), AND COMMON USE ACCESSIBLE FEATURE(S) AND FAOLITIES SUCH AS RESTROOMS THAT THE BUILDING CODE REQUIRES FOR COMMON USE SHALL DE HELD IN COMMON MOMONDE INTEREST.

C) UNLESS SPECIFIED OTHERWISE IN INC. COVERNING DOCUMENTS OF A CONDOMINIUM HOMEOWNERS' ASSOCIATION, INCLUDING ITS CONDITIONS, COVENANTS, AND RESTRICTIONS, THE HOMEOWNERS ASSOCIATION SALL BE RESPONSIBLE, IN FREPUEUTLY, FOR THE MAINTENANCE, REFURE, NOR DEPLACEMENT OF THE MAINTENENT OF THE ASSOCIATION OF THE ASSOCIA

- (I) ALL GENERAL USE, COMMON AREA IMPROVEMENTS: AND
- (II) ALL FRONTING SIDEWALKS, ALL PERMITTED OR UNPERMITTED PRIVATE ENGROACHMENTS AND PRIVATELY WANTAINED STREET TREES RRONTING THE PROPERTY, AND ANY OTHER DOUGLATION IMPOSED ON PROPERTY OWNERS FRONTING & PUBLIC RICHT-OF-WAY PURSUANT TO THE PUBLIC WORKS CODE OR OTHER APPLICABLE WINICIPAL CODES

d) in the event the areas identified |h| (c)(ii) are not properly maintained, refaired. And replaced according to the cytren of the extent of the extent of the areas the areas that the responsible to the extent of the screek of the areas the a HOMEOWNER'S PROPERTY

E) APPROVAL OF THIS MAP SHALL NOT BE DEFUED APPROVAL OF THE DESIGN LOCATION SIZE DESIGN OF c) APPROVAL OF THIS MAP SHALL NOT BE DEEMED APPROVAL OF THE DESCRIPTION CONTROL CONTROL SEC DETAIL OF USE OF ANY STRUCTURE(S) OR ANCILLARY AREAS OF THE PROPERTY ASSOCIATED WITH STRUCTURES, NEW OR EXISTING, WHICH HAVE THE DEEN REVENED OR APPROVED BY APPROVED BY APPROVED AND APPROVED APPROVED AND APPROVED APPROVED APPROVED AND APPROVED AND APPROVED AND APPROVED AND APPROVED APPROVED AND APPROVED APP LXISTING, WHCH HAVE NOT BEEN REVIEWED OR APPROVID BY APPROPRIATE CITY AGENCES NOR SHALL SUCH Approval constitute & vancer of the subdurber's dealcanton to basite any coustanguing knowled code volations. Any shiftenters constructed subscript to approval of this trail, wap shall coally with all helevant municipal codes, including but not limited to the planning, housing and bullding codes, in effect at the the or any application for regularity.

F) BAY WINDOWS, FIRE ESCAPES AND OTHER ENCROACHMENTS (IF ANY SHOWN HEREON, THAT EXIST, OR THAT MAY BE CONSTRUCTED) OND OR OVER OAKDALE AVENUE AND LA SALE AVENUE (FORMERLY RAY, ROAD) ARE PEDATIED THROUGH AND ARE SUBJECT TO THE RESTRUCTIONS SET FORTH IN THE GUINDING CODE AND PLANNING COLE THE CITY AND COUNTY OF SAN FRANCISCO. THIS MAY DOCE NOT CONVEY ANY TOWNERSHIP INTEREST IN SUCH ENCROACHMENT AREAS TO THE CONDOMINIUM UNIT OWNER(S).

G) SIGNIFICANT ENCROACHMENTS, TO THE EXTENT THEY WERE VISIBLE AND OBSERVED, ARE NOTED HEREON. (c) SLAMICAM ENCLOREMENTS, TO THE EXTENT THET WART VISIBLE AND COSENCEL, AND KONCOMMONT PROPERTIES ANY EXIST OR BE CONSTRUCTED, IT SHALL BE THE RESPONSIBILITY SCIENCE OF THE PROPERTY OWNERS WHOLVED TO RESOLVE ANY ISSUES THAT VARY ARISE FROM ANY ENCROPHENTS WHETHER DEPICTED HEREON OR NOT. THIS MAP DOES NOT PURPORT TO CONVEY ANY OWNERSHIP INTERSTIT AN ENCROACHMENT AREA TO ANY

H) No ingress or egress shall de allowed through or across adjoining open space lots to access PRIVATE DEVELOPHENT LOTS

NO PUBLIC UTILITY MAINS SHALL DES THROUGH OPEN SPACE LOTS, ALL UTILITY MAINS SHALL BE PLÁCED WITH THE PUBLIC STREET RIGHT OF WAY, EXCEPT AS OTHERWISE DENOTED BY A PUBLIC SERVICE EASEMENT.

J) NO PRIVATE UTILITY CONNECTIONS SERVICING THE PRIVATE DEVELOPMENTS SHALL CROSS THROUGH OPEN SPACE LOTS, EXCEPT THOSE NÉEDED TO SERVE THAT OPEN SPACE LOT.

K) NO SUPFACE-MOUNTED PRIVATE UTILITY INFRASTRUCTURE RELATED TO BUILDING PARCELS OR CLEARANCES FOR SUCH UNLITY INFRASTRUCTURE (METER'S, PEDESTALS, VALVES, ENCLOSURES, ETC, THAT RECAME WORKING CLEARANCES) SHALL HE LOCATED ON OR ADJACENT TO THE OPEN SPACE LOT OR THE PUBLIC STREET RIGHT-OF-WAY FRONTAGE OF THE OPEN SPACE LOTS.

# FINAL MAP NO. 8573

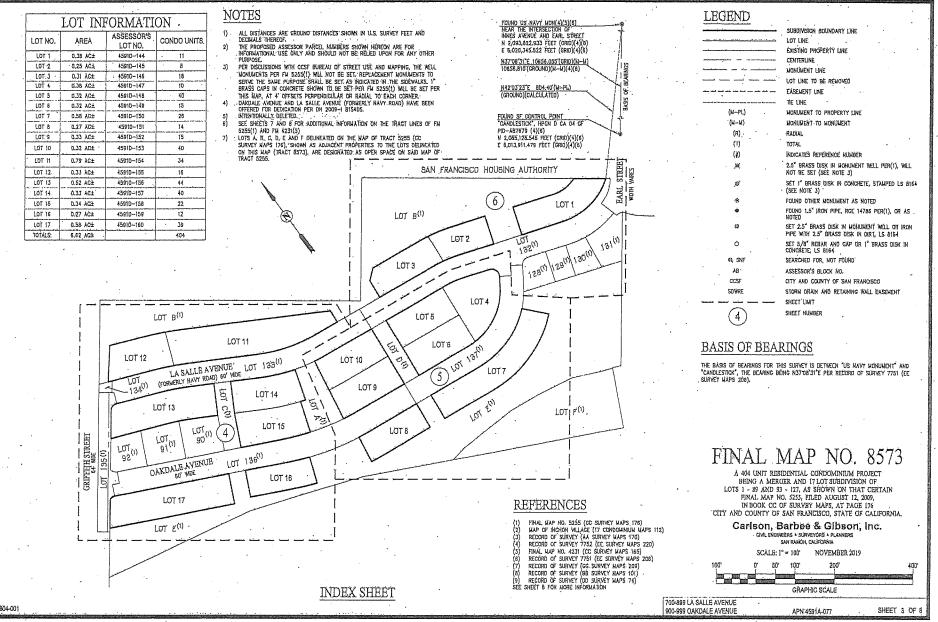
A 404 UNIT RESIDENTIAL CONDOMINIUM PROJECT BEING A MERGER AND 17 LOT SUBDIVISION OF LOTS 1 - 89 AND 93 - 127, AS SHOWN ON THAT CERTAIN FINAL MAP NO. 5255, FILED AUGUST 12, 2009, IN BOOK CC OF SURVEY MAPS, AT PAGE 176 CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

> Carlson, Barbee & Gibson, Inc. CIVIL ENGINEERS . SURVEYORS . PLANNERS SAN RAMON CALIFORNIA

NOVEMBER 2019

700-899 LA SALLE AVENUE					
 900-999 OAKDALE AVENUE	APN 4591A-077	SHEET	2	ÖF	B

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#### SUBDIVISION BOUNDARY LINE LOT LINE EXISTING PROPERTY LINE CENTERLINE MONUMENT LINE LOT UNE TO BE REMOVED . EASEMENT LINE THE LUNE MONUMENT TO PROPERTY LINE MONUMENT TO MONUMENT RADIAL TOTAL INDICATES REFERENCE NUMBER 2.5" BRASS DISK IN MONUMENT WELL PER(1); WILL NOT BE SET (SEE NOTE 3) SET 1" BRASS DISK IN CONCRETE, STAUPED LS 8164 (SEE NOTE 3) FOUND OTHER MONUMENT AS NOTED FOUND 1:5" IRON PIPE, RCE 14786 PER(1), OR AS NOTED SET 2.5" BRASS DISK IN MONUMENT WELL OR IRON

STRATE STRATES

PIPE WITH 2.5" BRASS OISK IN DIRT, LS 8164 SET 5/8" REBAR AND CAP OR 1" BRASS DISK IN CONCRETE, LS 8164 SEARCHED FOR, NOT FOUND

ASSESSOR'S BLOCK NO. CITY AND COUNTY OF SAN FRANCISCO

STORM DRAIN AND RETAINING WALL EASEMENT

#### SHEET LIMIT

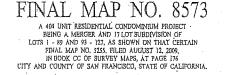
ALL DISTANCES ARE GROUND DISTANCES SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF.

THE PROPOSED ASSESSOR PARCEL NUMBERS SHOWN HEREON ARE FOR INFORMATIONAL USE DNLY AND SHOULD NOT BE RELED UPON FOR ANY OTHER

PER DISCUSSIONS WITH COSF BUREAU OF STREET USE AND MAPPING, THE WELL MONUMENTS PER FM 5255(1) WILL NOT BE SET, REPLACEMENT MONUMENTS TO SERVE THE SAME PURPOSE SHALL BE SET AS INDICATED IN THE SIDEWALKS, 1 ARASS CAPS IN CONCRETE SHOWN TO BE SET PER FM 5255(1) WILL BE SET PER THIS MAP, AT 4' OFFSETS PERPENDICULAR OR RADIAL TO EACH CORNER. OARDALE AVENUE AND LA SALLE AVENUE (FORJERLY NAVY ROAD) HAVE BEEN

OFFERED FOR DEDICATION PER ON 2009-1 815405. SEC SHEET 3 FOR BASIS OF BEARINGS.

SEE SHEETS 7 AND B FOR ADDITIONAL INFORMATION ON THE TRACT LINES OF TH 5255(1) AND TH 4231(5)



Carlson, Barbee & Gibson, Inc. CIVIL ENGINEERS + SURVEYORS + PLANNERS SAN RANON, CALIFORNIA

> SCALE: | \* = 40' NOVEMBER 2019

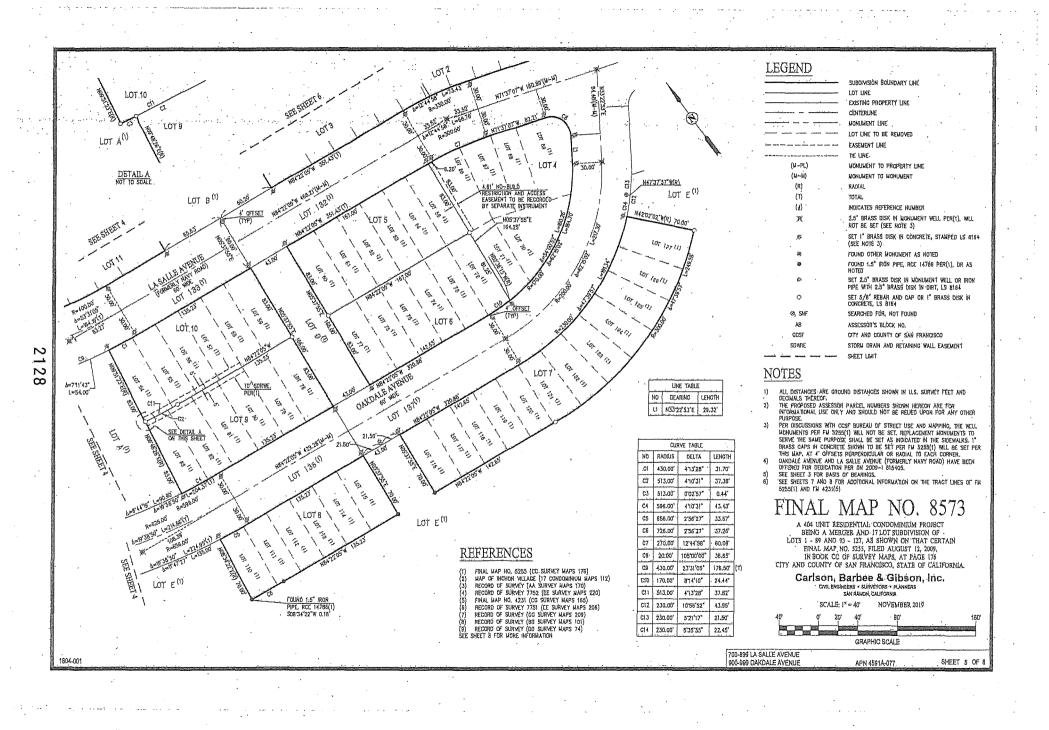
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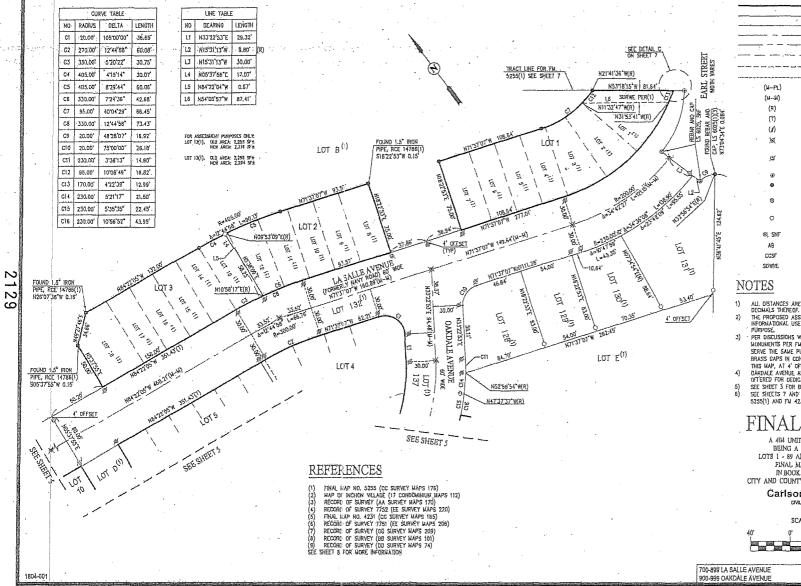
# GRAPHIC SCALE

APN 4591A-077

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SHEET 4 OF 8





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### LEGEND

	SUBDIVISION BOUNDARY LINE
·	LOT LINE
	EXISTING PROPERTY LINE
	CENTÉRUNE
	MONUMENT LINE
	LOT LINE TO BE REMOVED
	EASEMENT LINE
	TIE LINE
·PL)	MONUMENT TO PROPERTY LINE
-u)	NOMULIENT TO MONULIENT
i)	RAD(AL
1)	ŤÖTAL .
n :	INDICATES REFERENCE NUMBER
a.	2.5" BRASS DISK IN WONUMENT WELL PER(1), WILL NOT BE SET (SEE NOTE 3)
ส	SET 1" DRASS DISK IN CONCRETE, STAMPED LS 8184 (SEE NOTE 3)
0	FOUND DTHER WONUMENT AS NOTED
•	FOUND 1.5" IRON PIPE, RCE 14786 PER(1), OR AS NOTED
)	set 2.5" Brass disk in monument well or Iron PIPE with 2:5" Brass disk in Dirt, LS B164
· .	SET 5/8" REBAR AND CAP OR 1" BRASS DISK IN CONCRETE, LS B164
54F	SEARCHED FOR, NOT FOUND
3	ASSESSOR'S BLOCK NO.
ST.	CITY AND COUNTY OF SAN FRANCISCO
tre.	storm dháin and rétaining Wall easement

- ALL DISTANCES ARE GROUND DISTANCES SHOWN IN U.S. SURVEY FEET AND
- THE PROPOSED ASSESSOR PARCEL NUMBERS SHOWN HEREON ARE FOR INFORMATIONAL USE ONLY AND SHOULD NOT BE RELIED UPON FOR ANY OTHER
- PORPOSE. PER DISCUSSIONS WITH CCSF BUREAU OF STREET USE AND MAPPING, THE WELL WORMWENTS PER FM 5255(1) Will not be set, replacement wormwents to SERVE THE SAME PURPOSE SHALL BE SET AS INDICATED IN THE SIDEWALKS. 1 BRASS CAPS IN CONCRETE SHOWN TO BE SET PER FM \$255(1) WILL BE SET PER THIS MAP, AT 4' OFFSETS PERPENDICULAR OR RADIAL TO EACH CORNER.
- DARDALE AVENUE AND LA SALLE AVENUE (FORMORLY NAVY ROAD) HAVE BEEN OTTERD FOR DEDICATION PER DN 2009-1 815405.
- SEE SHEET 3 FOR BASIS OF BEARINGS.
- SEE SHELTS 7 AND 8 FOR ADDITIONAL INFORMATION ON THE TRACT LINES OF FM 5255(1) AND FM 4231(5)

# FINAL MAP NO. 8573

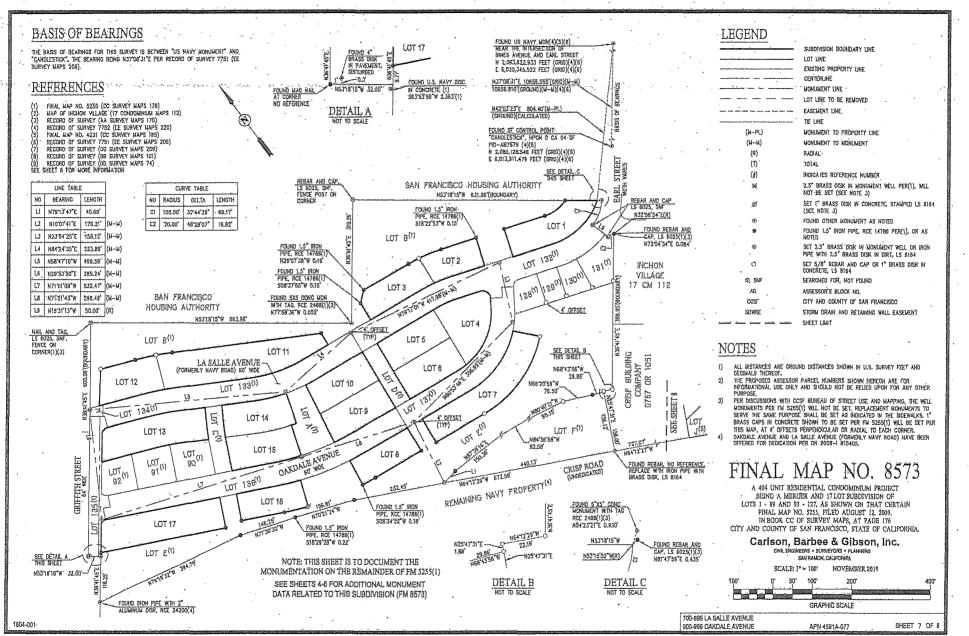
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#### Carlson, Barbee & Gibson, Inc. CIVIL ENGINEERS \* SURVEYORS \* PLANNERS SAN RAMON, CALIFORNIA

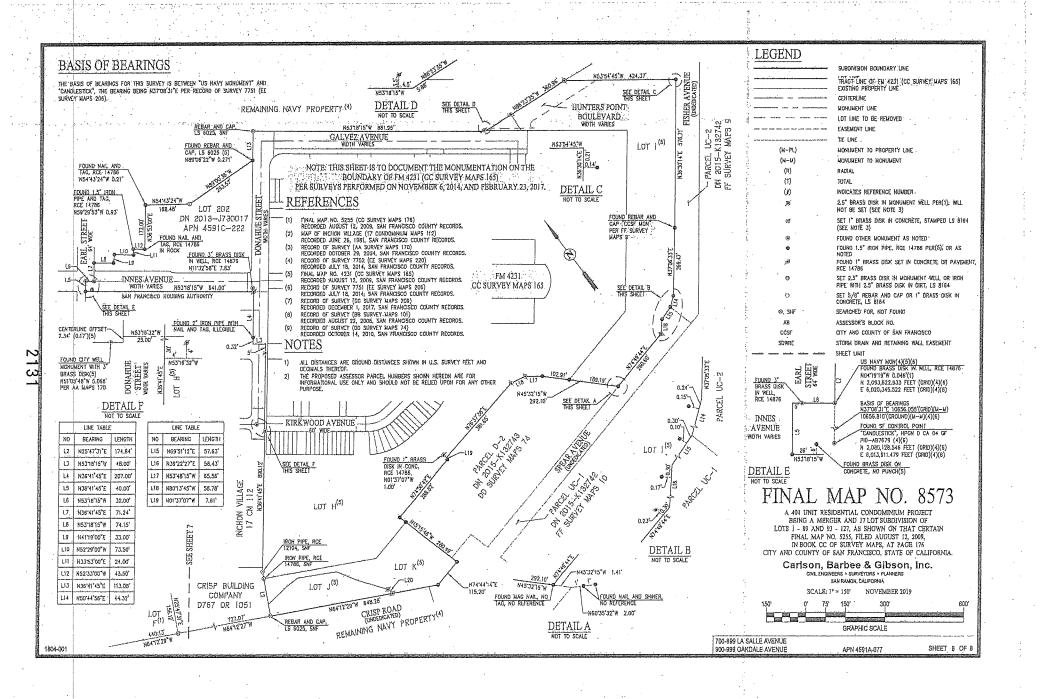
SCALE: 1" = 40' NOVEMBER 2019 20' 40' Řſ

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London N. Breed

Alaric Degrafinried Acting Director

Patrick Rivera, PE Acting Bureau Manager

Bureau of Project Management 30 Van Ness Ave., 5th Floor San Francisco, CA 94102 tel 415-558-4000

sfpublicworks.org facebook.com/sfpublicworks twitter.com/sfpublicworks February 28, 2020

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 Hunters Point Block 48 Final Map 8573 and Second Amendment to Public Improvement Agreement

Dear Ms. Calvillo:

Attached please find an original and one (1) copy of the Motion for Board of Supervisors approval which will approve Final Map No. 8573 and the Second Amendment to 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 of the above referenced Final Map. Also find attached the following accompanying documents (one set):

- 1. Motion (1 original/1 copy)
- 2. Public Works Order No. 202,759
- 3. Letter dated April 2, 2015 from City Planning Department verifying conformity with the General Plan and Priority Policies set forth in City Planning Code Section 101.1
- 4. Letter dated April 12, 2016 from the Office of Community Investment and Infrastructure determining consistency with project documents
- 5. Tax Certificates
- 6. Second Amendment to Public Improvement Agreement and improvement bonds
- 7. Improvement Plans (flash drive)
- 8. Offer of Improvements
- 9. Monumentation Bond

Please feel free to contact me for any assistance needed.

Singerel Nicólas Hu

Infrastructure Task Force, Project Manager Email: Nicolas.huff@sfdpw.org

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