

REQUEST FOR PROPOSALS

Marina Development and Operation

At Kings Plaza Shopping Center
5100 Kings Plaza
Brooklyn, New York 11234



Issued by Macerich
June 15, 2023



Proposal Deadline: September 15, 2023
<https://www.kingsplazaonline.com/MarinaRFP>

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SECTION 1 – INVITATION AND OVERVIEW

1.1 INVITATION

Macerich is seeking a high-quality marina developer with the vision, experience, and capacity to design, permit, fund, construct, and operate a completely new marina facility at Kings Plaza Shopping Center in Brooklyn, NY.

As further described in this RFP, the successful proposer will demonstrate:

- An understanding of the Brooklyn and New York Harbor boating market
- A proven track record of successful marina development and operations
- A vision for the marina at Kings Plaza that capitalizes on the unique opportunities presented at this location, and specifically engages the adjacent amenities of Kings Plaza
- Qualified design, engineering, and permitting team members to ensure timely execution of the vision
- Sufficient financial capacity to construct and operate the facility
- Competent and experienced marina operational staff to run the facility to meet all New York City and State environmental requirements and meet the New York Clean Marina Standards



Kings Plaza Marina- view looking North

1.2 OPPORTUNITY

The marina at Kings Plaza represents an opportunity to create a high-profile marina with modern facilities in a market that is otherwise very homogenous. Marinas in the local market tend to be dated and out of compliance with current codes and do not meet the expectations of boaters looking for a modern marina facility. Very few of the existing facilities in the market enjoy easy and convenient access via car and public transit, and none are located within close walking distance of high-quality dining, entertainment, and shopping.

The marina's location offers a number of boating benefits, including:

- Mill Basin, a very protected harbor, is safe from storms and high wave events
- Very good navigable depths and bridge clearance (air draft) up to 68'
- Centrally located within Brooklyn while maintaining easy access to the surrounding waters
- Located within two miles of Jamaica Bay, and five miles to Lower New York Harbor, and approximately ten miles to the Atlantic Ocean
- Space immediately adjacent to the marina is suitable for high quality boater services facilities, ships store, restaurant, yacht club, or bar.

The existing marina at Kings Plaza consists of 150 slips with sizes ranging from 25' to 60'. Respondents will propose a marina master plan with slip count and sizes that meet local market demand.



Kings Plaza Location Plan

Kings Plaza Shopping Center offers a unique combination of amenities not found at any other marina in New York Harbor, including:

- Adjacency to high quality shopping, dining, and entertainment
- Ease of access via public transportation
- Ease of access for private auto via Flatbush Avenue and Belt Parkway,
- Access to a 2,900-car parking garage located between Kings Plaza shopping center and the marina.
- Located across Flatbush Avenue from the Marine Park Golf Course
- The ability to connect into an existing public access walk that borders Mill Basin and extends through the Lowes lot/property to Avenue U.
- Adjacency to abundant natural resources including: Marine Park, Mau Mau Island, Marine Park Salt Marsh & Nature Trail, Jamaica Bay Trail, North Forty Natural Area, and Four Sparrow Marsh



Kings Plaza Shopping Center

1.3 PROPERTY DESCRIPTION – PROJECT AREA

The following exterior and interior areas are offered for lease:

Project Area- Exterior

Section 1

Block: 8470 – Tax Lot: 114

All of the lands under water. Respondent will not be responsible for the upland portions of property that are governed by the Waterfront Access Plan (CRFN 2003000265372).

Section 2

Block: 8470 – Tax Lot: 55

Upland portion of lot between the building and the bulkhead/rip-rap plus all of the lands under water. The lot is owned by Macerich.

Section 3

Block: 8470 – Tax Lot: 1(portion), Lot 50 (portion)

Upland portion of lot between the building and the bulkhead/rip-rap, plus all of the lands under water. The lot is leased by Macerich from the City of New York.

See Exhibit E (ALTA/NSPS Survey, prepared by Gallas Surveying Group, dated 11/27/19) for additional information on Blocks and Tax Lots that comprise the development area.

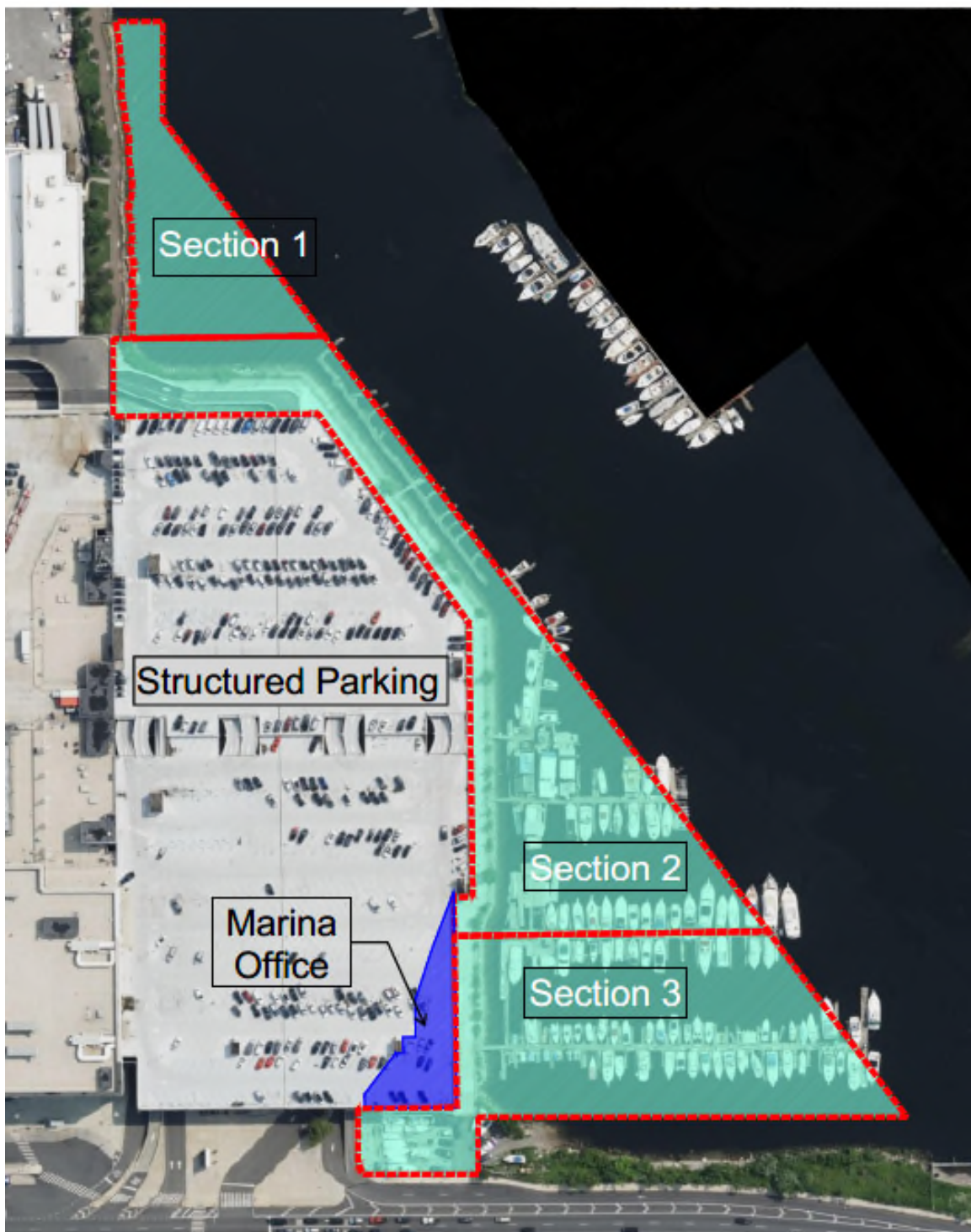
Project Area Interior

The Interior area available for development is comprised of a + 10,000 SF marina office located in the first level of the structured parking deck and adjacent to the Portion 1 upland area.

The successful respondent will fit out the interior to meet their proposed program and will renovate the exterior façade. Façade renovations are expected be in line with the quality of recent renovations undertaken by Macerich on the adjacent shopping center. Utility services to this space include electrical and plumbing. Upgrades to the existing utility capacities shall be by the respondent.

See Exhibit C for the marina office plan.

See Exhibits D1 and D2 for exterior elevations.



Kings Plaza Marina- Site Plan

1.4 KINGS PLAZA SHOPPING CENTER

King's Plaza, located at Flatbush Avenue and Mill Basin, is Brooklyn's only enclosed regional shopping center and contains 1,146,000 square feet of best-in-class retail. With occupancy of over 98%, the mix of shopping, dining and personal service tenants provides a world-class shopping experience that is uniquely Brooklyn.

Macerich is a leading owner, operator and developer of top retail and mixed-use destinations in major U.S. markets (NYSE:MAC). With their much-admired portfolio of market-dominant properties, Macerich is shaping the future of retail real estate. Adding value to their Class A assets with a smart mix of brands, experiences and new uses is a hallmark of their approach. Macerich is the industry's leader in environmental sustainability, a priority we share with shoppers and retailers in our forward-thinking communities.

Since acquisition of King's Plaza in 2012, Macerich has invested over \$200 million to create a community gathering space that is modern, comfortable, and family-friendly. The vacant Sears anchor building has been tenanted with Zara, Primark and a soon to open Target. Major exterior and landscape renovations to the former Sears building have transformed the arrival and first impression experience. At the center of this redeveloped building is a four-story glass atrium with visual and vertical connections to all four levels. This impactful redevelopment has brought in market-leading retailers.



Kings Plaza Shopping Center- Renovated Flatbush Ave. Facade

Macerich is currently repositioning the 53,000 SF former Best Buy space at the corner of Flatbush and Avenue U. Anticipated uses include entertainment, fitness, retail, and dining. This new development will further diversify the tenant mix by accommodating the latest in entertainment and dining concepts. Macerich continues to elevate this property to transition it from shopping to town center.

SECTION 2 – SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

2.1 SUBMITTAL INSTRUCTIONS

It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated and in the format stated herein. Submittals received after the stated date and time will be rejected as non-responsive. Submittals that do not meet the requirements outlined in this RFP may, at Macerich's discretion, be deemed non-responsive.

Three (3) hard copies plus one (1) electronic copy of your proposal shall be delivered with the due date and RFP title "**Kings Plaza Marina Development and Operations**" clearly marked on the outside. Proposals shall be addressed to:

Phil Maguire,
VP, Development
Macerich
500 Fifth Avenue
New York, NY 10110

Submission of an RFP will be considered evidence that the firm has familiarized themselves with the RFP. The entire proposal response must be submitted in accordance with all specifications contained in this solicitation.

2.2 RESPONDENT REGISTRATION FORM

Interested entities are requested to submit the **Respondent Registration Form** (attached hereto as Form 1 in Section 5 – Required Forms) via email to Philip Maguire at Phil.Maguire@macerich.com by **July 10, 2023** at 5:00 pm EST.

2.3 RFP TIMELINE

The table below represents a tentative schedule for submission and award of this RFP. Macerich reserves the right to modify these dates at any time, with appropriate notice to prospective Proposers. All times illustrated below are in eastern standard time.

RFP STEP	TIMELINE
RFP Release Date	June 15, 2023
Property Tour	July 11, 2023 at 10:00 am
Deadline for Questions	July 18, 2023 – 3:00 pm
Response to Questions Distributed	July 25, 2023
RFP Due Date	September 15, 2023 – 3:00pm
Interviews (if required)	The week of September 25, 2023
Selection	October 2023

2.4 PRE-SUBMITTAL MEETING AND PROPERTY TOUR

A non-mandatory pre-submittal meeting and property tour will take place on July 11, 2023, at 10:00 am at the Kings Plaza Mall Management office located at 5100 Kings Plaza, Brooklyn, New York, 11234. During the tour, the Macerich team will provide an overview of this RFP, provide a tour of the project property, and answer any questions.

2.5 QUESTIONS AND CLARIFICATIONS

Questions regarding this RFP shall be submitted no later than July 18, 2023 via email to Philip Maguire, at Phil.Maguire@macerich.com. All exhibits, additional information, and questions/answers received will be addressed and sent via email in an addendum(s) to registered respondents only. Questions received after the deadline above will not be addressed.

2.6 SUBMITTAL REQUIREMENTS

The RFP shall include the following information, in the order listed below. A table of contents should outline, in sequential order, the major areas of the submittal to include the following:

1. COVER LETTER

The cover letter shall be signed by an officer, member, or partner of the Proposer with the authority to contractually bind the Proposer. The letter shall identify the Proposer and provide the name, title, address, telephone number, and email address of the contact person(s) of the Proposer(s).

2. EXECUTIVE SUMMARY

Each Respondent must submit an executive summary that highlights their submittal, summarizes the key elements of the Proposers qualifications, and reasons their firm should be selected.

3. PROJECT VISION and APPROACH

Provide a Project Plan that describes your proposed vision, ideas, and methodology. Provide a narrative of your understanding of Macerich's needs, goals and objectives, and your overall approach to accomplishing the Project. While final engineered drawings are not required, the following elements should be included to effectively convey the proposer's vision for the project:

- Concept Master Plan drawings and illustrative renderings indicating the proposed layout of the facility, including approximate slip size and mix, marina capacity, and organization of the facility and proposed amenities
- Proposed marina systems, such as fixed or floating docks, gangways, anchorage, wave attenuation (if needed), utilities, etc.
- Proposed marina amenities
- Proposed special features, amenities, or other project elements
- Strategy for achieving all necessary permits and approvals

The Project Plan must incorporate elements which make the Project compatible with Macerich's design standards for Kings Plaza. The ground floor marina office will house the marina facility operations, however alternative ancillary marine support facilities outside of the marina office footprint may be considered. Ancillary uses shall include but are not limited to marina operations, marina ship store, dock master's office and reception area and other uses commonly found in marinas. Marina users will be able to park in the garage under permit or pay for space system. Ancillary uses must be compatible to surrounding uses.

The Project's design must comply with all applicable NEC and NFPA codes, New York building code and land development code requirements, all applicable government agencies, and must provide ADA access.

4. **OPERATIONS AND INSURANCE**

Demonstrate proposal's compliance with Exhibit A- Operations Standards and Exhibit B- Insurance Provisions.

5. **PROJECT SCHEDULE**

Provide a detailed project schedule for all phases of the development including design, planning, permitting, construction, and operations. The schedule must include an explanation of how the phasing of the project was determined and a projection of the project completion time.

6. **PROPOSER QUALIFICATIONS**

A) Provide an overview of the Proposer's qualifications and experience, including all team members. If the Proposer consists of more than one firm or business entity, provide overview information for each team member.

B) Provide an organizational chart and detailed information about the Proposer, related entities, and members of its operations and management team who will manage and operate the marina, and the Proposer's team of architects, engineers, general contractors, and/or subcontractors who shall renovate or redevelop the property.

C) Provide a list of current development projects completed or underway.

D) The Proposer shall indicate the firm's number of years of experience in providing professional services as it relates to the work contemplated. Provide details of past projects of similar size and scope, including information on your firm's ability to meet time and budget requirements.

E) Proposers shall demonstrate a successful history of marina development and operations for at least three prior marinas comparable in scope to the work identified in the RFP. Provide the following information:

- Name and location of the marina
- Size of the facility, number of slips, and an explanation of amenities
- Marina owner's representative name, phone number and email address
- Description of services provided
- Contract Period
- Three most recent years of Operation Budgets

F) Proposers shall submit references from at least three (3) entities for which they have successfully performed services of the type identified in the scope of this RFP.

7. **FINANCIAL QUALIFICATIONS**

A) Proposals shall include a financial plan which shall provide evidence of financial capacity so that a determination can be made that the Proposer is capable of undertaking such a project.

B) Provide a general overview of the Respondent's financial stability. In an appendix, attach the Respondent's audited financial statements from the previous three (3) years showing the Respondent's net worth and current financial status, including all statements of changes in financial position. Identify any projects with negative cash flows, amount of the Respondent's non-recourse debt, and any nonperforming loans.

8. **PROPOSED BUSINESS TERMS**

The Proposer shall complete the **PROPOSED BUSINESS TERMS** (attached hereto as Form 3 in Section 5 – Required Forms) indicating the business terms that it proposes for the development and operation of the marina facilities. The Proposer shall provide terms where indicated and shall provide any comments or additional terms that it believes will be necessary for it to enter into an agreement.

SECTION 3 – EVALUATION

3.1 SELECTION PROCESS

The time period for responding to the RFP is outlined in Section 2.3 of this RFP. Macerich staff shall conduct an initial administrative review of the proposals received for completeness and compliance with all content requirements outlined in this RFP solicitation.

3.2 EVALUATION CRITERIA

Macerich's evaluation and review of proposals shall include, but not be limited to, the Proposer's experience, marina operations management history, and marina development history. Other factors to be considered include the Proposer's and any designated team member's capability, the Proposer's financial ability & qualifications, as well as the overall design of the proposed Project.

Respondents will be evaluated on the strength of their entire proposal as compared with the criteria listed below. Information provided within the Proposals, interviews, responses to questions, and any other information obtained by Macerich may be considered during the evaluation. Macerich will utilize the following evaluation criteria as the basis for evaluating responses to this RFP:

Qualifications and Experience of Firm and Project Team

Experience and the abilities of the firm, the personnel proposed for the project, and subconsultants proposed.

Approach to Scope of Work

Current and projected workloads enhanced services proposed, and other pertinent information.

Financial Capability

The proposal demonstrates that the proposed project is financially viable, and the Respondent has sufficient financial resources, stability, and capability to complete the project.

Project Vision

The proposed vision provides a clear description of the project, the outcomes, and overall benefits achieved upon completion of the project.



SECTION 4 - MISCELLANEOUS TERMS AND CONDITIONS

4.1 FAMILIARITY WITH MACERICH DEVELOPMENT GOALS AND OBJECTIVES

Macerich assumes that the Respondents are fully informed and familiar with the contents of the RFP, including all exhibits attached to the RFP. Respondents who submit a Proposal are responsible for becoming fully informed regarding all circumstances, information, laws and any other matters that might, in any way, affect the Respondent's roles and responsibilities in the Project. Any failure to become fully knowledgeable of any other matters that might, in any way, affect the Project will be at the Respondent's sole risk. Macerich assumes no responsibility for assumptions or conclusions made by Respondents on the basis of information provided in this RFP or through any other sources. Respondent must complete and issue a Proposal Certification Form, attached hereto as Form 2 in Section 5.

4.2 QUESTIONS AND INFORMATION

Any questions, requests for clarification, and general information requests must be sent by e-mail to Phil Maguire at phil.maguire@macerich.com in accordance with the deadlines set forth above; no telephone inquiries will be accepted. Macerich will provide all respondents who completed the Proposal Registration Form with copies of any questions it receives and any answers, clarifications and/or information it provides in response thereto.

4.3 AMENDMENTS TO THIS RFP

This RFP may be amended by formal amendment, document, or letter. If this RFP is amended, then all terms and conditions that are not amended remain unchanged. Any amendments will be sent via email to all respondents who have completed the Proposal Registration Form.

4.4 AUTHORIZATIONS BY PROPOSAL

At its discretion, Macerich staff may contact references and industry sources, investigate previous projects and current commitments, interview some or all of the proposed team members, and take any other information into account in its evaluation of the responses. Macerich reserves the right to request clarifications or additional information and to request that respondents make presentations to Macerich, community groups, or others.

4.5 TEAMING ARRANGEMENTS AND SPECIAL PURPOSE ENTITIES

Multiple Respondents may form a joint venture for the purpose of submitting a Proposal. Macerich may require that financial and performance guarantees be provided by the Respondent as well as team members. (Note: Macerich will not be involved in facilitating partnering or teaming arrangements.) When a joint venture will be utilized, please present information for both entities and include with your Proposal a copy of the legal documentation establishing the joint venture.

4.6 HOLD HARMLESS

By participating in this RFP process, each Respondent agrees to indemnify and hold harmless Macerich and its officers, employees, contractors, and advisors from and against any and all real estate and other brokerage fees or commissions, finder's fees, and any other forms of compensation related in any way to activities undertaken by any person as a result of such person's efforts towards and/or participation in this RFP process or the submission by such person of a proposal, and liabilities, losses, costs, and expenses (including reasonable attorney's fees and expenses) incurred by any indemnified party as a result of, or in connection with, any claim asserted or arising as a result of, or in connection with,

this RFP process. This includes any and all activities related to Macerich's exclusive negotiations with the selected Respondent(s).

4.7 NOT A CONTRACT

This RFP does not constitute an offer to enter into a contract with any individual or entity, thus no contract of any kind is formed under, or arises from, this RFP.

4.8 CONFIDENTIALITY OF INFORMATION ASSOCIATED TO MACERICH

Information associated to Macerich by the Respondents as a result of participation in this RFP is confidential and must not be disclosed without prior written authorization from Macerich.

4.9 RESERVATION OF RIGHTS

Macerich reserves the right, in its sole and absolute discretion, to:

1. Change or amend the business opportunities described in this RFP
2. Cancel or suspend this RFP process or any or all phases, at any time for any reason
3. Accept or reject any Proposal based on the selection criteria and as determined by the discretion of Macerich
4. Waive any defect as to form or content of this RFP or any response thereto
5. Not accept any or all Proposals
6. Select one or multiple developers that will best meet Macerich's needs and objectives, regardless of differences in fees and expenses among Respondents to this RFP
7. Reject all or any Proposals without any obligation, compensation or reimbursement to any Respondent or any of its team members
8. Extend any date, time period or deadline provided in this RFP, upon notice to all Respondents

4.10 RESTRICTION OF DAMAGES

Each Respondent agrees that:

1. In the event that any or all Proposals are rejected, or this RFP is modified, suspended, or cancelled for any reason, neither Macerich nor any of its officers, employees, contractors or advisors will be liable, under any circumstances.
2. By participating in this RFP process, each Respondent agrees to indemnify and hold harmless Macerich and its officers, employees, contractors and advisors from and against any and all real estate and other brokerage fees or commissions, finder's fees, and any other forms of compensation related in any way to activities undertaken by any person as a result of such person's efforts towards and/or participation in this RFP process or the submission by such person of a proposal, and liabilities, losses, costs, and expenses (including reasonable attorney's fees and expenses) incurred by any indemnified party as a result of, or in connection with, any claim asserted or arising as a result of, or in connection with, this RFP process. This includes any and all activities related to Macerich's exclusive negotiations with the selected developer(s).

4.11 DISCLOSURE

All public information generated in relation to the process, including communications with the media and the public, must be coordinated with, and is subject to prior approval of Macerich.

4.12 NO OBLIGATION TO ACCEPT PROPOSALS

Macerich is not obligated to accept a Proposal where, at the discretion of Macerich, it is not in compliance with the requirements of this RFP; or it includes a false or misleading statement, claim or information; or background checks reveal any false statements in the Proposal.

4.13 NO COLLUSION OR FRAUD

Each Respondent is held responsible to ensure that its participation in this RFP process is conducted without collusion or fraud.



SECTION 5 – REQUIRED FORMS

Respondents are required to complete all forms in this section and include in their submittal.

Form 1– Respondent Registration Form **(due July 10, 2023, 5:00pm)**

Form 2 – Proposer’s Certification Form

Form 3 – Proposed Business Terms

FORM 1- RESPONDENT REGISTRATION FORM

This respondent registration form must be completed and sent via email to Phil Maguire at phil.maguire@macerich.com no later than July 10, 2023 by 5:00 pm EST. Completed forms received by the due date and time indicate an entities interest in responding to REQUEST FOR PROPOSAL # 2023-01 - Marina Development and Operation at Kings Plaza.

FIRM NAME: _____

CONTACT: _____

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE: _____

EMAIL: _____

FORM 2- PROPOSER'S CERTIFICATION FORM

I have carefully examined this Request for Proposal (RFP) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

I hereby propose to provide the services requested in this proposal. I agree that the Macerich terms and conditions herein shall take precedence over any conflicting terms and conditions submitted with the proposal and agree to abide by all conditions of this document.

I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing, and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting a proposal for the same product or service; no officer, employee or agent of Macerich or of any other Company who is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS MAILING ADDRESS

AUTHORIZED SIGNATURE CITY, STATE & ZIP CODE

NAME, TITLE, TYPED TELEPHONE NUMBER/FAX NUMBER

E-MAIL ADDRESS

FORM 3- PROPOSED BUSINESS TERMS

Set forth below is an outline of the proposed business terms that would form the basis of a License Agreement between the Developer and Macerich for the development and operation of a marina facility at Kings Plaza. The Proposer shall provide terms where indicated and shall provide any comments or additional terms that it believes will be necessary for it to enter into an agreement.

LICENSEE: _____ [Legal entity that will execute License Agreement]

LICENSOR: MACERICH

LEASE TERM: The term of the License Agreement will be _____ years.

BUDGET: The total development budget for the Project is estimated to be \$ _____.
This includes all hard and soft costs for the Project.

PERMITTED USE: Licensee's use of the Licensed Area shall be for the operation of a marina facility and all other activities required to support the success of the proposed facility.

ZONING APPROVALS: Proposer is responsible for securing all necessary permits and zoning approvals.

DELIVERY CONDITION: The Licensed Area shall be licensed on an as-is basis.

DESIGN AND CONSTRUCTION: The Licensee shall be responsible for the complete design, engineering, construction, and installation of the marina facilities and is responsible for completing and paying for all required permits related to the Project. The license shall restore any portions of Macerich property disrupted by its construction so that it can be used by Macerich for its intended purpose.

COMMENCEMENT DATE: The term of the License Agreement and the payment of Rent will commence on the earlier of the date the Licensee opens for business, or ____ months after Licensor delivers the Licensed Area to the Licensee for the construction of its improvements. The Licensee shall secure funding for the Project at a date mutually agreed to by the Parties.

RENT: The Licensee will pay to Macerich annual base rent of \$ _____ plus ____% of gross revenue in excess of \$ _____, which shall include all pre-tax revenues derived from slip rentals and other rentals and income derived from goods and services sold within the Licensed Area.

TAXES AND UTILITIES: To the extent applicable, Licensee shall be responsible for paying any taxes for its separately assessed parcel to the applicable taxing authority. The licensee shall be responsible for the cost of all utilities serving its facilities.

MAINTENANCE & REPAIR: Licensee, at the expense of Licensee shall be responsible for the maintenance and repair of all of its improvements. The licensee shall maintain and operate the Licensed Area in first-class condition and manner and in accordance with all current laws, codes, and ordinances.

FINANCING: Licensee shall be responsible for financing the design, construction, and development of the Project. Licensee's financing plan to be included in its Proposal.

Prior to the commencement of construction by Licensee, it shall furnish evidence that it has funds on hand in an amount in excess of 110% of the Licensee's costs to construct and furnish the Project and shall, in addition to a performance and payment bond to be provided by Licensee's contractor, furnish a bond or letter of credit guaranteeing the Licensee's completion of such improvements.

The License Agreement shall contain additional provisions related to financing the project. Proposer shall provide any financing requirements related to its proposal.

SECTION 6 – EXHIBITS

Exhibit A-	Marina Operations Standards
Exhibit B –	Insurance Provisions
Exhibit C –	Marina Office Plan
Exhibit D1 –	Marina Exterior Elevation – Partial South
Exhibit D2 –	Marina Exterior Elevation – Partial West
Exhibit E –	Kings Plaza ALTA Land Title Survey

EXHIBIT A- MARINA OPERATIONS STANDARDS

The successful Proposer will operate the Marina, the marina grounds, and its related facilities in a manner in accordance with the highest standards of professionalism achievable and consistent with the approved plans.

General Operations

The successful Proposer will assume overall responsibility and cost for the day-to-day operation of the Marina and any related equipment and concessions, including, but not limited to, the following:

- A. Operate, supervise, manage, and maintain the Marina on a daily basis.
- B. Hire, train and supervise marina staff. These individuals will be employees of the Successful Proposer.
- C. Maintain experienced staff and achieve certified marina management qualifications for key marina staff.
- D. Solicit, negotiate, prepare, administer, and manage licenses, occupancy agreements, marketing agreements and service contracts (including, without limitation, engineering, telephone, security, and exterminator services), staffing and personnel needs, and other services which are reasonably necessary for the Marina's facilities.
- E. Prepare and implement annual Health and Safety Plan and Facility Maintenance Plan.
- F. Take appropriate measures to identify potential emergency situations and develop a plan of action for responding to the same. This requirement relates to potential medical, fire, and other emergency situations that threaten the health, safety and welfare of persons.
- G. Protect Macerich's capital investment in the Kings Plaza facilities through the exercise of high standards of management, operation, and maintenance and environmental Best Management Practices (BMPs), and participate in New York State's Clean Marina Program.
- H. Use diligent efforts to cause all users of the Marina's facilities to adhere to posted marina rules; strictly enforce such rules; and comply with such rules.
- I. Work in cooperation with any Macerich designated representatives, upland management companies, and contractors to ensure the smooth operation of the marina and Kings Plaza.

Repairs & Maintenance

The successful Proposer shall keep the property in good order and shall make or manage all repairs including, but not limited to, interior and exterior cleaning, landscaping, painting, carpentry, and other normal maintenance and repair work consistent with a first-class marina.

All dock areas shall be inspected weekly and maintained in a safe condition. All utilities serving the docks and slips shall be inspected weekly and maintained. The successful Proposer will arrange for and document an annual inspection of marina electrical systems by a licensed electrician.

Reports on Operations

The successful Proposer shall submit annual reports to Macerich which at a minimum should include the following:

- Profit and Loss Statement
- Slip occupancy, historical comparison
- Capital improvements completed
- Insurance claims
- Litigation

- Maintenance expense log
- Safety and environmental incidents

Annual Financial Review

An independent review of the marina financial records is required. The successful Proposer shall cooperate with Macerich and any auditing firm hired by Macerich for same.

Marketing & Customer Satisfaction

The successful Proposer shall proactively and creatively market the boating opportunities at the Marina. The successful Proposer is to prepare and submit a marketing plan for the Marina. The successful Proposer shall develop and implement the marketing plan inclusive of printed material that describes the services and facilities available at the Marina.

Organizing and promoting events to increase revenues is the responsibility of the successful Proposer. The successful Proposer shall work jointly with Macerich, as needed, to develop and implement marketing strategies that promote the Marina and its facilities to the financial benefit of all parties.

The successful Proposer will maintain a current database of customer contact information, including email addresses.

The successful Proposer will develop and issue customer satisfaction surveys to gauge marina performance and to assist in improving marina operations. The contents of customer satisfaction surveys are subject to Macerich review and approval prior to issuance. The customer satisfaction survey results will be provided to Macerich quarterly. The customer contact information shall be provided to Macerich and shall be property of Macerich.

Safety & Security

The successful Proposer shall take appropriate measures to identify potential emergency situations and develop a plan of action for responding to the same. This requirement relates to potential medical, fire and other emergency situations that threaten the health, safety, and welfare of persons, as well as Marina property. All employees are required to be tested annually to demonstrate their proficiency in handling such situations.

The Successful Proposer is to provide an annual written safety and security plan for all operating facilities for the review and approval of Macerich. The successful Proposer shall be responsible for providing security detail for Marina grounds.

Inspection

Marina facilities are to be open to inspection by Macerich representatives during operating hours and at other times upon reasonable notice.

Customer Service and Operations Standards

The successful Proposer will operate the facility in an exceptional, orderly, safe, clean, sanitary, and visually attractive condition, so as to provide highest quality facilities and services to marina customers and to maximize the earning of the property and its valuable capital investments.

County, State & Federal Statute Law Compliance

The successful Proposer will ensure that the facility is in compliance with all federal, state and local laws and regulations regarding the operation and management of the property.

Environmental Responsibility

The successful Proposer shall take positive action to minimize negative effects on the natural environment. This shall include having a written procedures manual for responding to environmental incidents (spills, leaks, clean-ups and disposal).

Emergency Response & Preparedness Plan

The successful Proposer shall take appropriate measures to identify potential emergency situations and develop a plan of action for responding to the same. This requirement relates to potential medical, fire, and other emergency situations that threaten the health, safety, and welfare of persons.

Special Events Cooperation

The successful Proposer shall cooperate and coordinate with Macerich regarding any activities and special events.

Staffing

The successful Proposer shall select, hire, discharge and supervise all labor and employees which it deems necessary or advisable for the operation and maintenance of the Marina. The successful Proposer may hire the types and number of marina personnel as the successful Proposer, in its reasonable discretion, deems appropriate for operation and management of the Marina, subject to the provisions of the approved Budget. The successful Proposer shall have the authority for the supervision of all employees, for the determination of employee compensation, including any incentives, bonuses, and benefits, and for the establishment of policies and procedures relating to employment. The successful Proposer shall pay for all costs of on-site employees (including without limitation payroll taxes, insurance, 401-K plan contributions and all other employee fringe or other benefits).

Throughout the term of the contract, the successful Proposer shall employ a qualified full-time, onsite manager ("Marina Manager") having experience in the management of a marina of this type who shall be available during normal business hours and be delegated sufficient authority to ensure competent performance and fulfillment of the responsibility of the management agreement and to accept serviceable notices provided for herein.

The on-site Marina Manager shall be part of the marina personnel, and the marina budget shall include the costs of the on-site Marina Manager. The cost of successful Proposer personnel who supervise, or otherwise participate in the management, administration, and operation of the Marina, but also do work for Successful Proposer and/or other marinas managed by successful Proposer, will be covered by an administration fee to be negotiated by the successful Proposer and Macerich. These persons include successful Proposer personnel responsible for:

- The direct supervision of on-site personnel
- Training of on-site and supervisory managers
- The coordination and supervision of routine repairs and maintenance at the Marina
- Supervision of the procedures relating to eviction of delinquent tenants and sale of delinquent tenants' property
- Overseeing inventory and supplies of the type used by the Marina
- Marketing
- Administering the payroll for on-site employees, including the administration, withholding and payment of applicable compensation coverage on behalf of and for the account of Macerich
- Accounting and other services relating to the operation and administration of the Marina

Macerich understands and acknowledges that some or all of such persons may be simultaneously engaged by and/or for the account of Macerich and by and/or for other marinas managed by successful Proposer, some of whom may be affiliates of the successful Proposer.

The successful Proposer shall not be separately reimbursed for the time of its executive officers devoted to Macerich's affairs, or for the other overhead expenses of Successful Proposer.

A manager shall be onsite during the hours of operation. When the manager is absent, the operation shall be directed by an employee, experienced, and trained in Marina operations, experienced working with vessels typically docked at the marina and at least 21 years of age.

The successful Proposer shall provide Macerich with the name and telephone number of a management person who will be on call at all times for emergencies or other matters related to the operations under this scope of services and the contact phone number shall be posted by the entrance to the Marina office, the shower facility and laundry.

The successful Proposer must have a drug and alcohol policy consistent with Macerich policies. No person working at the Marina shall have ever been convicted of any offense involving moral turpitude or a violent felony.

The successful Proposer shall provide each employee with an employee policies handbook. If the Macerich has reasonable evidence to believe that any employee of the successful Proposer is incompetent, disorderly, or otherwise has performed his/her duties in an objectionable manner, Macerich will provide the successful Proposer with a written report and expect the successful Proposer to fully investigate the allegation and take the appropriate action.

Upon award of any Lease Agreement, a Macerich designee and the successful Proposer shall establish a standardized uniform to be worn by all employees of the Successful Proposer.

EXHIBIT B – INSURANCE PROVISIONS

1- Definitions for Insurance Provisions

- “We”, “us”, or “our” means Macerich.
- “You” or “your” means the vendor, contractor, tenant, consultant, engineer, architect, and their agents, servants, employees, or other party to a contract with us.
- “Contract” means the contract, purchase order, Invitation for Bid, or similar memorandum or agreement.
- For the purpose of defining Additional Insured and Waiver of Subrogation, the term “Macerich” shall also mean the Board, officers, employees, Macerich affiliated companies/entities, agents and representatives of the Macerich.

2- General requirements

- A. You shall, at your own expense, maintain in effect not less than the following coverages and limits of insurance. If your coverage fails to comply with these requirements, you agree to amend, supplement, or endorse the existing coverage to comply, at no additional cost to us, and to maintain such insurance through the end of the contract, warranty period, or other specified time period, whichever is longer. ANY deviation from the requirements outlined below requires the prior written approval of Macerich.
- B. All required policies must be written through a company approved to transact that class of insurance in the State of New York, with a minimum rating of ‘A -’, and ‘VII’ by A. M. Best Company. If the rating of any insurer should fall below this standard, you shall cause the policy to be replaced promptly by an acceptable insurer.
- C. All required policies, except policies for workers’ compensation and professional liability, shall designate “Additional Insureds”. A full list of “Additional Insureds will be provided when appropriate.
- D. All required policies shall waive the insurer’s right of recovery or subrogation against Macerich.
- E. If any policy is in excess of self-insured retention (SIR), the amount of such SIR must be clearly identified. We reserve the right to reject any SIR exceeding \$100,000.
- F. All required policies must be primary with respect to coverage provided for Macerich.
- G. All required policies must be non-contributory with other coverage or self-insurance available to Macerich.
- H. All required Liability policies, except Professional, must be written on an “Occurrence Form.” Neither “Modified Occurrence” nor “Claims-Made” policies are acceptable, and the Contractor will be in contractual default if your insurance is “Modified Occurrence” or “Claims Made.” If the Professional Liability policy is Claims- Made, the Retroactive Date must be on or before the contract date or the date of the Contractor’s first professional service to Macerich related to our contract.
- I. All required liability policies must cover cross-suits between insureds.
- J. All required liability policies must contain a “severability of interests” provision.

3- Required Coverage and Limits

A. WORKERS COMPENSATION

Workers' Compensation.....	New York Statutory Coverage
Employer's Liability Insurance.....	\$1,000,000 Each Accident
Each Disease, Each Employee.....	\$1,00,000
Each Disease Policy Limit.....	\$1,00,000

All employees leased or co-employees, independent contractors, and employees of subcontractors and vendors, occupants of the building as tenants, sub-tenants or sub sub-tenants, performing work for Macerich, or entering upon Macerich's premises, must be covered by New York Workers' Compensation.

If Contractor is a sole proprietorship without employees and which will not be using any subcontractor(s) in the performance of the Contract Work, it may substitute the following for workers compensation insurance: The Contractor must provide Macerich with a Hold Harmless and Indemnification Agreement in the form attached in the "Offeror Response Forms" section.

B. COMMERCIAL GENERAL LIABILITY

Limit Any One Occurrence.....	\$2,000,000
Damage to Rented Premises.....	\$100,000
Personal and Advertising Injury.....	\$1,000,000
General Aggregate.....	\$3,000,000

Limits shall apply on a "per project" or "per location" basis as applicable. If Contractor is permitted to serve alcohol on the Premises, it shall also carry Liquor Liability Insurance in an amount not less than \$2,000,000 each occurrence and include Macerich as additional insured. If any aggregate limit is reduced by 25% or more by reserved and/or paid claims, the contractor must notify Macerich and promptly reinstate the required aggregates.

C. BUSINESS AUTOMOBILE LIABILITY

Combined Single Limit for Each Accident.....	\$1,000,000
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Coverage must apply to all vehicles (owned, non-owned, or hired) operating on our site/location, or transporting our people or property off our site, except vehicles operated by you or your employee(s) commuting in personal vehicles to our parking facilities, in which case you must only carry Employer's Non-Ownership coverage, (same limit), and ensure that such vehicle(s) are personally insured.

D. MARINA LIABILITY

Limit each Occurrence.....	\$2,000,000
Policy Aggregate.....	\$3,000,000

Such coverage may be provided through Contractor's General Liability policy or by separate insurance.

E. PROFESSIONAL LIABILITY

Professional Liability Insurance.....	\$1,000,000
---------------------------------------	-------------

Your policy must cover the type of professional service you will provide in fulfilling your contract with Macerich including covering data breaches, infringement of intellectual property, trademark or copyright, invasion of privacy, information theft, damage to or destruction of electronic data, extortion and network security.

If the Professional Liability policy is Claims-Made, the Retroactive Date must be on or before the contract date or the date of the contractor's first professional service to Macerich.

4- Additional Requirements

- A. Should this Contract require the use of Subcontractors, it will be the sole responsibility of the General Contractor to either endeavor to require Subcontractors to provide and maintain the insurance limits and coverages required herein or provide said insurance coverage for the subcontractor by designating the Subcontractor as an additional insured either by a blanket additional insured endorsement, or by specific endorsement.
- B. The General Contractor shall verify that such Subcontractors are in compliance with all contractual insurance requirements.
- C. The General Contractor shall assume all liability for those Subcontractors who do not meet the insurance requirements.

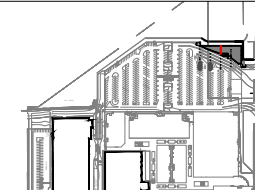
5- Certification of Insurance

- A. Upon execution of a contract or prior to commencement of work, whichever is first, you shall provide Macerich with a current insurance certificate by emailing your certificate to phil.maguire@macerich.com with your contract number and business name in the subject line. You shall cause your insurance data to be kept current with Macerich for the period of time you are liable for your product or work, but not less than through the warranty period of our contract.
- B. You further agree, upon our oral or written request, to furnish copies of certificates of insurance, certified by an authorized representative of the insurer(s), within ten (10) days of request.
- C. You shall provide Macerich with at least thirty (30) days prior to cancellation, except ten (10) days for non-payment of premium of cancellation of any required coverage. You shall then arrange acceptable alternate coverage to comply with our requirements and provide an updated insurance certificate.
- D. No policy submitted shall be subject to limitations, conditions or restrictions that are inconsistent with the intent of the Insurance Requirements to be fulfilled by you. Macerich's decision thereon shall be final.
- E. Approval, disapproval, or failure to act by Macerich regarding any insurance obtained by you shall not relieve you of full responsibility or liability for damages and accidents as set forth herein. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate you from liability.
- F. No special payment, except when a separate line item is provided, shall be made by Macerich for any insurance that the Contractor may be required to carry; all are included in the Contract amount and the Contract unit prices.



KINGS PLAZA

PROPOSED
TENANT
SPACE: C2
S.F.: 10,965
DATE: 05-10-23
SCALE: 1"= 30'



KEY PLAN



NORTH

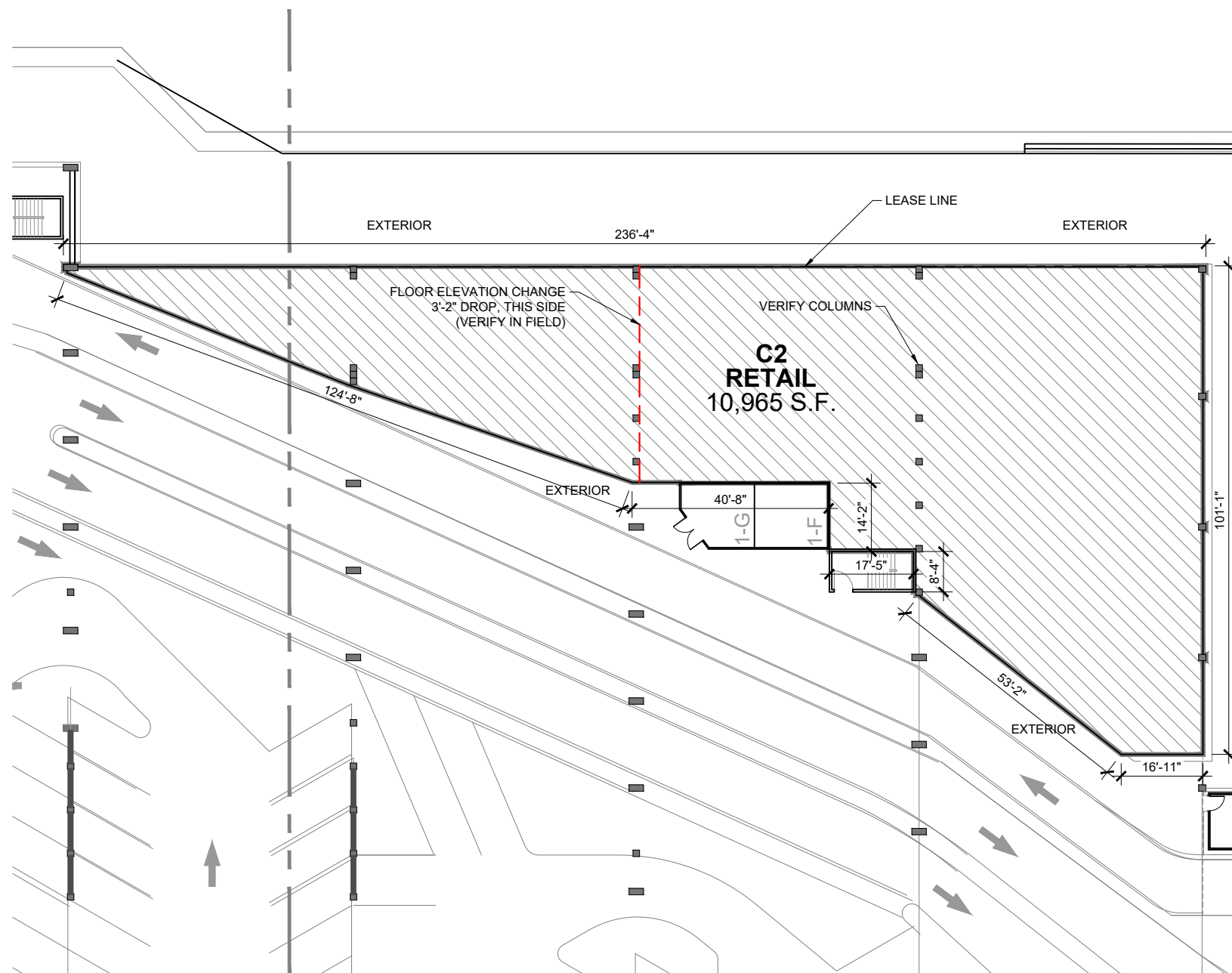
MARINA OFFICE PLAN

NOTE: Required doors and frames shall be provided and installed by each tenant (any doors shown in plans are suggested only; final determination is by tenant). It is required that the tenant, contractor, architect or representative must visit the site and familiarize and verify all dimensions and sizes of major items such as structural elements, electrical runs, plumbing locations and items not covered by this drawing. This shall be done at Tenant's expense. When exit passageways are present to provide a secondary exit from a Tenant's space, doors shall be one-hour fire doors. Such doors shall be self-closing and be so maintained or shall be automatic closing by smoke detector actuation. Prior to finalizing terms and conditions, Leasing and Center Management must resolve exiting per applicable codes. Service area, empty electrical conduit, sewer, water, and empty telephone conduit located within the lease line. Tenant must field verify all dimensions and conditions.

Drawn by: KP

T.C.: AC,MW

EXHIBIT C

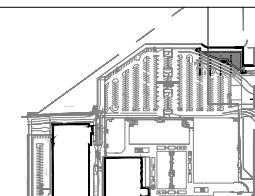




KINGS PLAZA

MARINA

DATE: 06-01-23
SCALE: N.T.S.



KEY PLAN



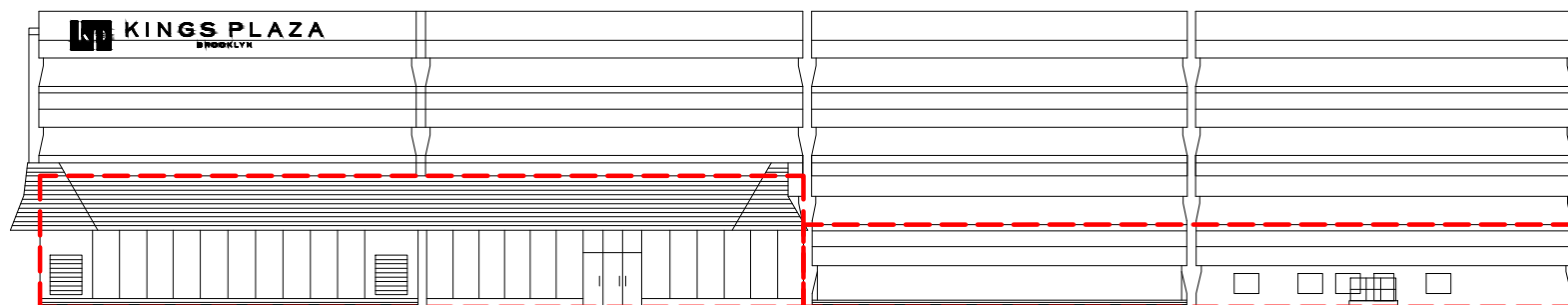
NORTH

EXTERIOR ELEVATION- SOUTH

NOTE: Required doors and frames shall be provided and installed by each tenant (any doors shown in plans are suggested only; final determination is by tenant). It is required that the tenant, contractor, architect or representative must visit the site and familiarize and verify all dimensions and sizes of major items such as structural elements, electrical runs, plumbing locations and items not covered by this drawing. This shall be done at Tenant's expense. When exit passageways are present to provide a secondary exit from a Tenant's space, doors shall be one-hour fire doors. Such doors shall be self-closing and be so maintained or shall be automatic closing by smoke detector actuation. Prior to finalizing terms and conditions, Leasing and Center Management must resolve exiting per applicable codes. Service area, empty electrical conduit, sewer, water, and empty telephone conduit located within the lease line. Tenant must field verify all dimensions and conditions.

Drawn by: KP

T.C.: AC,MW

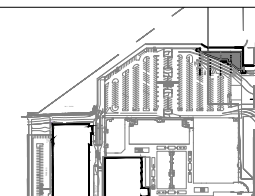




KINGS PLAZA

MARINA

DATE: 06-01-23
SCALE: N.T.S.



KEY PLAN



NORTH

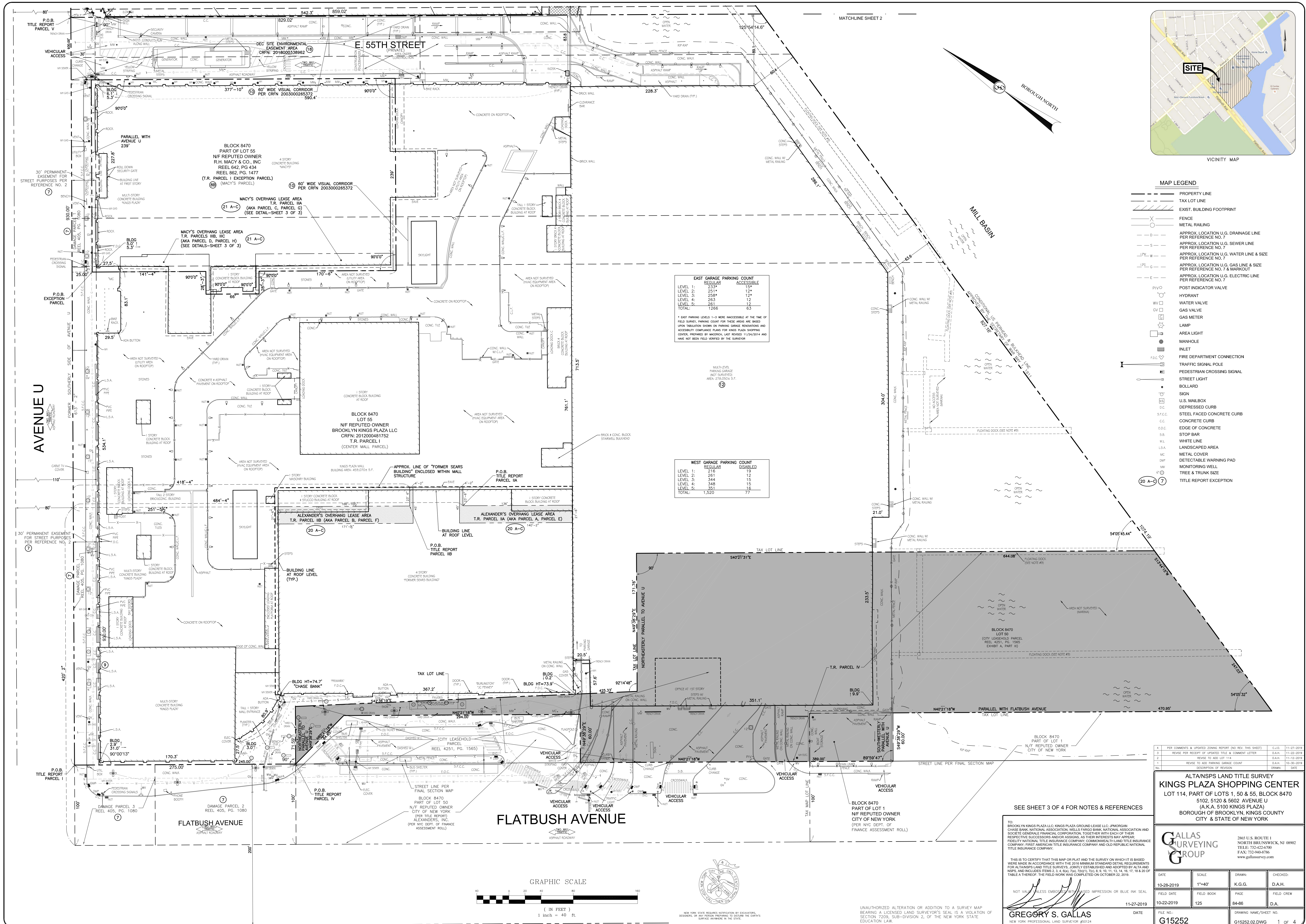
EXTERIOR ELEVATION- WEST

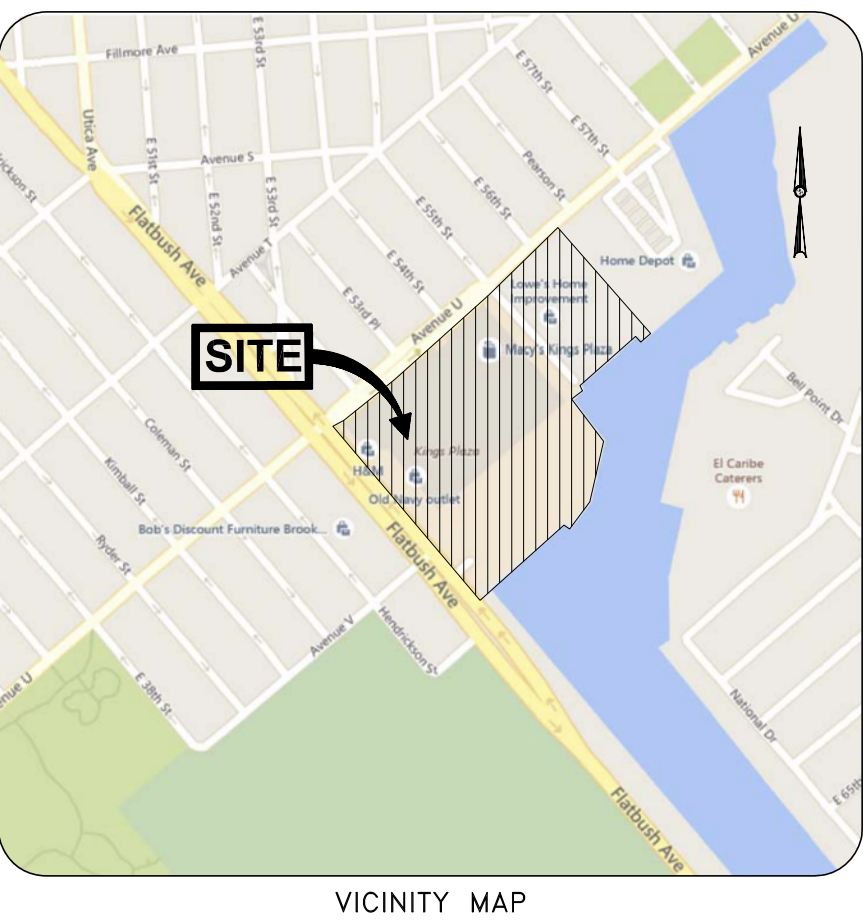
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Drawn by: KP

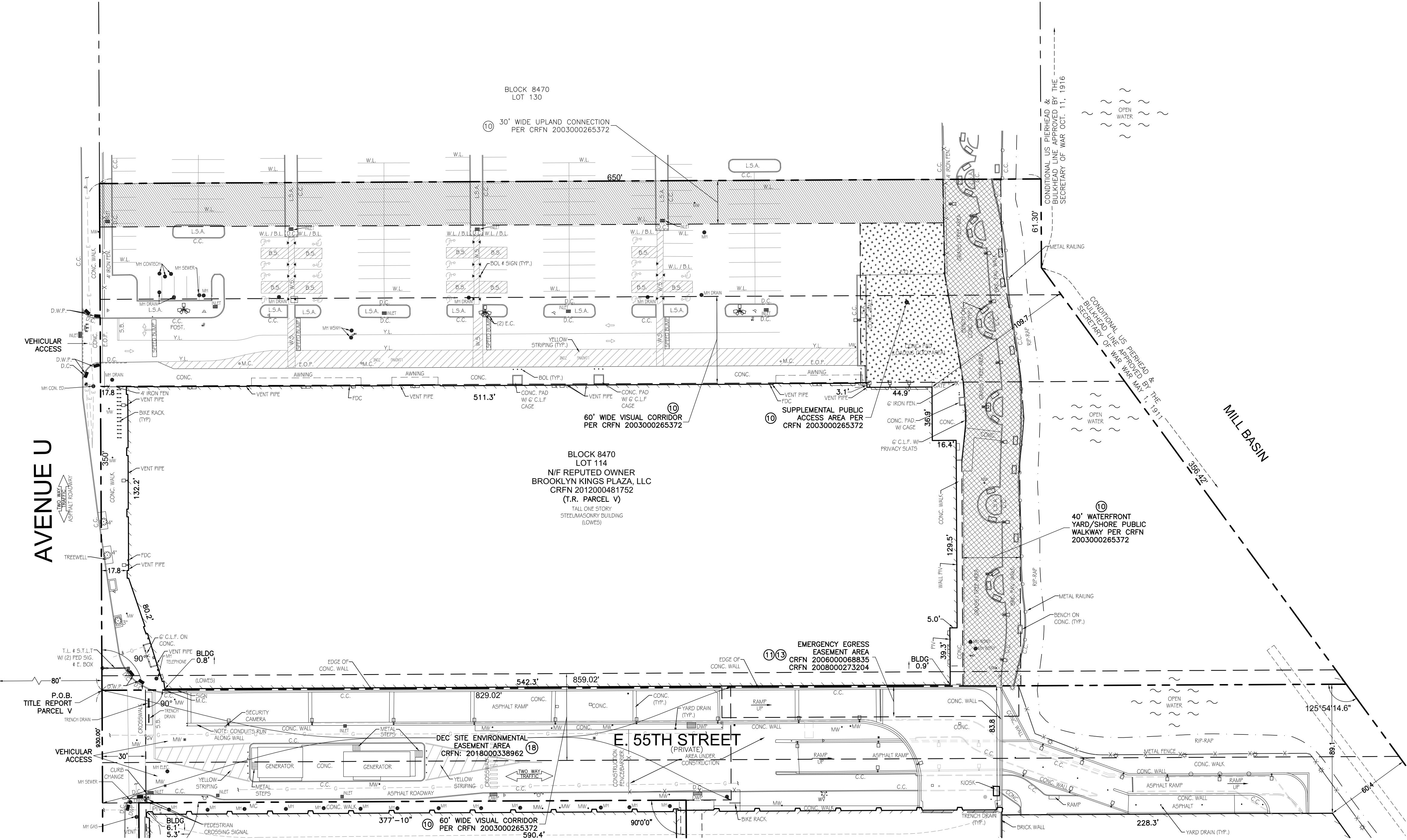
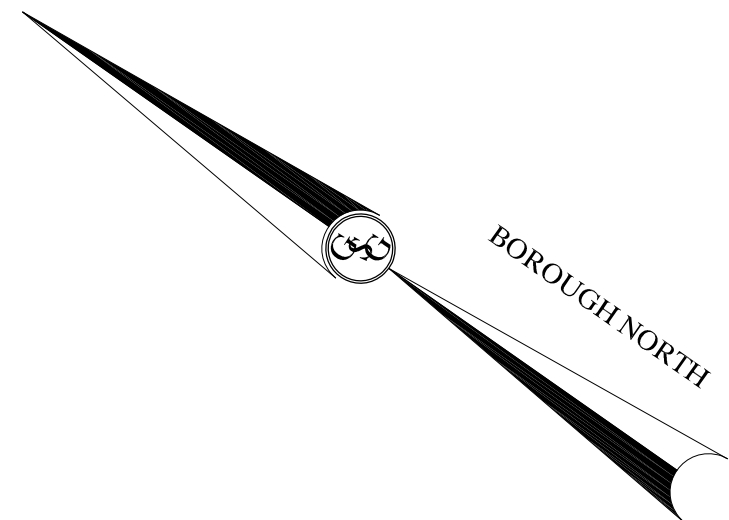
T.C.: AC,MW

EXHIBIT D2



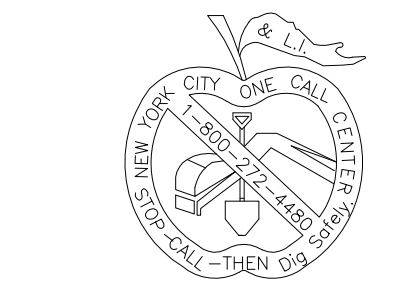
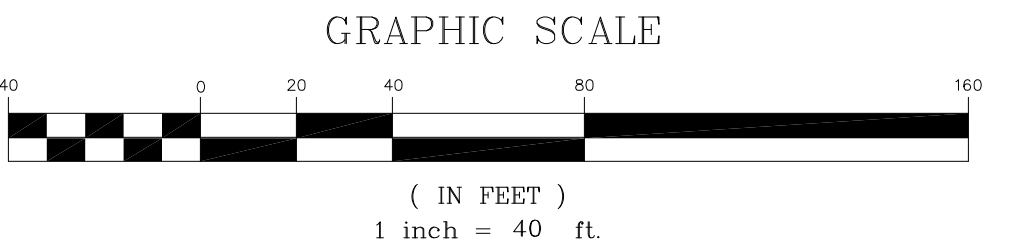


VICINITY MAP



- MAP LEGEND**
- PROPERTY LINE
 - TAX LOT LINE
 - EXIST. BUILDING FOOTPRINT
 - FENCE
 - POST INDICATOR VALVE
 - HYDRANT
 - WATER VALVE
 - GAS VALVE
 - GAS METER
 - AREA LIGHT
 - MANHOLE
 - INLET
 - FIRE DEPARTMENT CONNECTION
 - BOLLARD
 - DEPRESSED CURB
 - CONCRETE CURB
 - EDGE OF PAVEMENT
 - STOP BAR
 - WHITE LINE
 - YELLOW LINE
 - BLUE LINE
 - WHITE STRIPING
 - BLUE STRIPING
 - LANDSCAPED AREA
 - METAL COVER
 - DETECTABLE WARNING PAD
 - MONITORING WELL
 - TREE & TRUNK SIZE
 - HANDICAP PARKING SPACE
 - PAINTED DIRECTIONAL MARKINGS
 - TITLE REPORT EXCEPTION

LOTS 114 & 130 PARKING COUNT	
REGULAR	ACCESSIBLE
425	22
PARKING SPACE COUNT WITHIN LOT 130 IS BASED UPON AERIAL IMAGERY AND INCLUDED FOR A ZONING LOT DEVELOPMENT AGREEMENT IN CRN 20080004642.	



NEW YORK STATE requires notification by excavators, DECISIONS, OR ANY PERSON PREPARING TO EXCAVATE THE EARTH'S SURFACE ANYWHERE IN THE STATE.

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.

SEE SHEET 3 OF 4 FOR NOTES & REFERENCES

TO: BROOKLYN KINGS PLAZA LLC, KINGS PLAZA GROUND LEASE LLC, JPMORGAN CHASE BANK NATIONAL ASSOCIATION, WELLS FARGO BANK NATIONAL ASSOCIATION AND SOCIETE GENERALE FINANCIAL CORPORATION, TOGETHER WITH EACH OF THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS, AS THEIR INTERESTS MAY APPEAR. FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMONWEALTH LAND TITLE INSURANCE COMPANY, FIRST AMERICAN TITLE INSURANCE COMPANY AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 & 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 22, 2019.

NOT VALID UNLESS EMBOSSED WITH RAISED IMPRESSION OR BLUE INK SEAL.

GREGORY S. GALLAS
NEW YORK PROFESSIONAL LAND SURVEYOR #50124

4	PER COMMENTS & UPDATED ZONING REPORT	C.J.G.	11-27-2019
3	REVISE PER RECEIPT OF UPDATED TITLE & COMMENT LETTER	D.A.H.	11-22-2019
2	REVISE TO ADD LOT 114	D.A.H.	11-12-2019
1	REVISE TO ADD PARKING GARAGE COUNT	D.A.H.	10-30-2019
No.	DESCRIPTION OF REVISION	DRAWN	DATE

ALTA/NSPS LAND TITLE SURVEY
KINGS PLAZA SHOPPING CENTER
LOT 114, PART OF LOTS 1, 50 & 55, BLOCK 8470
5102, 5120 & 5602 AVENUE U
(A.K.A. 5100 KINGS PLAZA)
BOROUGH OF BROOKLYN, KINGS COUNTY
CITY & STATE OF NEW YORK

GALLAS SURVEYING GROUP
2865 U.S. ROUTE 1
NORTH BRUNSWICK, NJ 08902
TELE: 732-422-6700
FAX: 732-948-8786
www.gallasurvey.com

DATE	SCALE	DRAWN	CHECKED
10-28-2019	1"=40'	K.G.G.	D.A.H.
FIELD DATE	FIELD BOOK	PAGE	FIELD CREW
10-22-2019	125	84-86	D.A.
FILE NO.	DATE	DRAWING NAME/SHEET NO.	
G15252	11-27-2019	G15252.02.DWG 2 OF 4	