



## Mural Design Information Form

LEAD ARTIST

ADDRESS

CITY

STATE

ZIP CODE

EMAIL

PHONE

---

PROJECT COORDINATOR

ADDRESS

CITY

STATE

ZIP CODE

EMAIL

PHONE

---

SPONSORING ORGANIZATION

ADDRESS

CITY

STATE

ZIP CODE

EMAIL

PHONE

FUNDING SOURCES

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PROPOSED SITE  
(address, cross street)

DISTRICT

District numbers can be found at <http://sfgov.org/elections/district-citywide-maps>

|   |  |
|---|--|
| MURAL TITLE   | East Cut Phases  |
| DIMENSIONS  | 49 stair risers, approximately 8'-0" wide and 6" tall, for a total of ~172 SF.   |
| ESTIMATED SCHEDULE (start and completion dates)   | Installation begins March 1, 2026 and completes by May 31st, 2026.   |
| 1. Proposal (describe proposed design, site and theme. Attach a separate document if needed).           | *Separate document attached  |
| 2. Materials and processes to be used for wall preparation, mural creation and anti-graffiti treatment. | Prior to install the stairway will be pressure washed with high pressure water. Any preexisting cracks will be repaired with a vinyl patching compound. Visual inspection of the stairway has not indicated any major issues or defects. TSW8 Acryli-Master Low Sheen will be used at the anti-graffiti treatment once installation is complete. |
| 3. List individuals and groups involved in the mural design, preparation and implementation.            | The East Cut CBD, Wilma Wyss Designs, Tile Installation contractor to be determined.   |

**Attach the following documents to this form:**

1. Lead artist's resume/qualifications and examples of previous work
2. Three (3) letters of community support
3. Letter or resolution approving proposal from city department **or**;
4. Letter of approval from private property owner along with Property Owner Authorization Form
5. Signed Artist Waiver of Property Rights for artwork placed upon city property **or**;
6. Signed Artist Waiver of Proprietary Rights financed in whole or in part by city funds for artwork placed upon private property
7. Maintenance Plan (including parties responsible for maintenance)
8. Color image of design
9. One image of the proposed site and indicate mural dimensions

**\* Please note: all the documents above must be combined into one pdf packet that is under 20mb.**

## **2.0 Lead Artist's Qualifications and Examples of Previous Work**

## Biography of Wilma Wyss

[Link to Wilma Wyss Portfolio](#)

Wilma was born in Washington, D.C. to Swiss parents. When she was 10 to 13 years old, she lived with her family in West Africa. As a young adult, she studied illustration at the Rhode Island School of Design and received a BFA in graphic design from California College of the Arts.

After working as a freelance print designer for two decades, Wilma began creating abstract sculptures in concrete and mosaic in 2007. She developed her methods through a combination of self-teaching, experimentation, and classes. Wilma's work has been shown in over 50 [shows](#) nationally, and won several [awards](#). She enjoys having visitors to her open studio events which happen once or twice a year. Wilma has taught mosaic art at Esalen Institute in Big Sur, CA, Studio 9 in Oakland, and for groups retreats.

Site-specific mosaic artwork has been commissioned by Kaiser Hospital in Oakland, CA, Esalen Institute, in Big Sur, CA, and The Center for ArtEsteem in Oakland. She has created and installed mosaics in bathrooms, kitchens and gardens in private residences. Wilma has designed, fabricated and installed numerous outdoor mosaics in public parks in the San Francisco Bay Area.

Wilma is a professional level member of the [Society of American Mosaic Artists](#) (SAMA), and a member of Contemporary Mosaic Artists (CMA2)

### Awards / Residencies / Publications

2022

Best Local Artist, [Daily Californian](#), Best of Berkeley annual list

2017

Third Place Prize,  
"23rd Annual Sculpture in the Garden," Bancroft Garden, Walnut Creek, CA

2016

5-week residency at Grin City Collective, Grinnell, IA to create public art commission for Grinnell Arts Council

2015

6-week residency at Grin City Collective, Grinnell, IA

2015

Second Place Prize,

"21st Annual Sculpture in the Garden," Bancroft Garden, Walnut Creek, CA

2015

Best in Show Prize, "Shape and Edges," Marin Society of Artist, Ross, CA

Juror: Charlie Barboni, Exhibits Director Marin County Fair

2013

Juror's Third Place Prize,

"2-D 3-D Works," San Joaquin Delta College Gallery, Stockton, CA

Juror: Rene de Guzman, Senior Curator, Oakland Museum of California

2013

Honorable Mention, "Glass and Metal," Poudre River Gallery, Ft Collins, CO

Juror: Megan Tilley

2012

Juror's First Place Prize, "Transformations, National Show"

Fredericksburg Center for the Creative Arts, Fredericksburg, VA

Juror: Rob McAdams

2010

Jurors' Choice Award, "Elements: Multiple Parts/Singular Art,"

Walters Cultural Arts Center, Hillsboro, OR

Juror: Lynn Adamo, mosaic artist and educator

## PUBLICATIONS

*Bringing Nature to City Playgrounds*, Lynn Jones talks to Wilma Wyss about how she expresses her artistic vision through large scale outdoor mosaics. [Mosaic and Glass Magazine](#) (print and online), May 2022 issue

[Artist Brings Mill Valley Sausalito Multi-Use Path to Life](#), Marin Independent Journal (print and online), June 21, 2019

[Video](#) produced by Esalen Institute of the 5-day mosaic workshop I taught in January 2019

[Video](#) for Ruth Bancroft Garden featuring *Ottoman With Pillow*, June 2017

[East Bay Open Studios: Visit Artists Where They Work](#), San Francisco Chronicle, June 4, 2014

[Mosaics by Wilma Wyss](#), interview by Cindy Marks, Artizen Magazine, Nov. 2012 Issue, pgs 56-63

Mosaic Art Today, 2012 Schiffer Press, My work is featured on the cover and six pages.

*Mosaic Marvels at Olive Hyde*, Tri-City Voice, August 26, 2011 (article about solo show)

*Mosaic Sculptures at Olive Hyde*, Fremont Bulletin, August 12, 2011 (article about solo show)

**Local Shorebirds  
Mosaic on curved tree curb  
at Sargent John Macaulay Park  
San Francisco, 2022-2023**

Designed, fabricated and installed 40 square foot mosaic on a curved tree curb.

Mosaic depicts local shorebirds that relating to the playground's nautical theme.

Vivid colors connect with nearby murals and climbing structure.



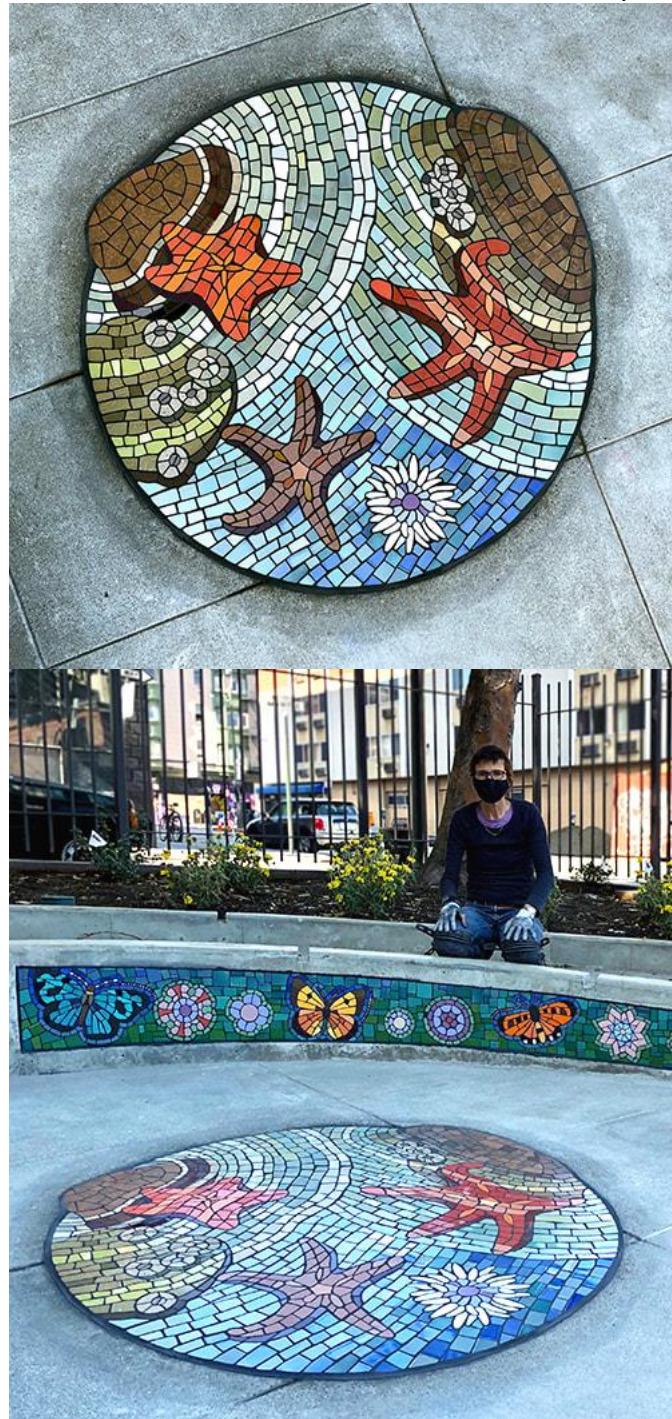
**Medallion at Sargent John Macaulay Park**

San Francisco, CA, 2019-2020

Designed, fabricated and installed a floor medallion mosaic 4 feet in diameter.

Mosaic depicts a Northern California tide pool.

with sea stars, barnacles, and sea anemones on a rocky shoreline.



### **Seatwall at Turk Hyde Park**

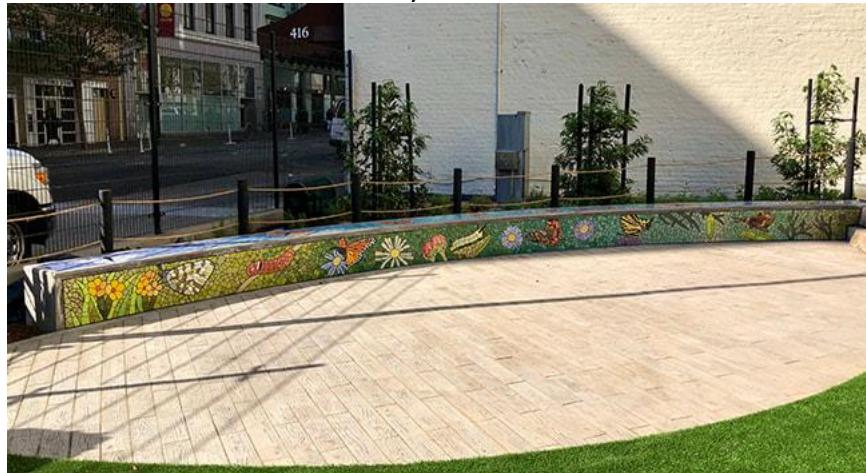
San Francisco, 2020

Designed, fabricated and installed 68 square foot mosaic on the top and inner side of a curving concrete bench.

Mosaic depicts Bay Area butterflies and the plants they pollinate.

About 100 different colors of high fire tile were used in this project.

Commissioned by Veritas Investments



## Mosaic Mural at Esalen Institute

Big Sur, CA, 2016

65 square-feet permanent mosaic mural for [Esalen](#)'s historic lodge.

I designed a mosaic inspired by the magnificent Big Sur coastline.

The large mural incorporates stained glass and ceramic tile with unique found material. It was created in a weeklong workshop setting and then permanently installed on a wall.



### **3.0 Letters of Community of Support**

17 October 2025

San Francisco Arts Commission  
Visual Arts Committee  
401 Van Ness Ave., Ste. 325  
San Francisco, CA 94102

Re: Beale Tiled Stairway support

Dear Commissioners,

I have lived at 388 Beale St. for 6 years and (although a renter) intend to stay for as long as possible. In part this is due to The East Cut's neighborhood activations.

The area between 388 and 300 Beale is a very active space. Hundreds of residents, workers and visitors go up and down the stairway between these buildings hourly. It is a space designated for improvement for 10 years. We now have that improvement ready to be completed! Everyone I have talked to about this project has been similarly excited.

I give my support to The East Cut CBD's Beale Tiled Stairway project, and encourage the San Francisco Arts Commission Visual Arts Committee to approve the proposal by artist Wilma Wyss. The East Cut CBD is well-positioned to deliver vibrant artistic projects such as this one to beautify the places around my home for the benefit of many.

Thank you for your consideration of my support.

Sincerely,



Cynthia Smizer

Resident



October 20, 2025

San Francisco Arts Commission  
Visual Arts Committee  
401 Van Ness Ave., Ste. 325  
San Francisco, CA 94102

RE: Support for the Beale Tiled Stairway project

I am writing in strong support of The East Cut CBD's *Beale Tiled Stairway* project and to encourage the San Francisco Arts Commission Visual Arts Committee to approve the proposal by artist Wilma Wyss.

I have lived in the neighborhood since 1998 and have witnessed its remarkable transformation, from a landscape dominated by empty parking lots and neglected buildings into a vibrant and beautiful community that has become an integral part of San Francisco's urban fabric. When I first moved into the Embarcadero Lofts at 300 Beale, our building stood as one of the few residential outposts in what was then a rather desolate area.

Over the years, the addition of Salesforce Park, The Crossing, and the many public art installations sponsored by The East Cut have played a major role in that transformation. The ability to stroll from one art piece to another, surrounded by new greenery and thoughtfully designed spaces, is a daily joy. The proposed mosaic stairway would be a natural continuation of that progress, a striking and welcoming feature along a well-traveled path.

The East Cut CBD has demonstrated its ability to deliver high-quality, inspiring public art that enriches our shared spaces. The *Beale Tiled Stairway*, affectionately often referred to as the East Cut Promenade, represents a wonderful opportunity to further enhance the neighborhood's beauty and sense of community. I urge your support in bringing this project to life.

Thank you for your time and thoughtful consideration.

Sincerely,



Karen J. Wendel

A series of four horizontal black bars of varying lengths, used to redact a signature.

November 28, 2022

Lanita Henriquez, Director  
Community Challenge Grant Program  
Division of the City Administrator's Office City Hall, Room 362  
One Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Dear Mrs. Henriquez:

I am writing on behalf of HomeRise, representing the Rene Cazenave Apartments at 25 Essex St., to voice our support for the improvement and beautification projects proposed by The East Cut Community Benefit District.

The East Cut CBD is working on projects that will provide valuable cultural assets to the neighborhood and advance the quality of life for the residents of our community. Residents of Rene Cazenave Apartments are formerly unhoused and we are proud to provide services that support their prosperity. We believe that the condition of our streets plays an essential role in making folks feel more at home and that artistic projects create unique opportunities for neighbors to feel closer together.

On behalf of HomeRise, I fully endorse this application to the City's Community Challenge Grant program and encourage your positive review.

A handwritten signature in black ink that reads "Gerald Turner".

Gerald Turner  
Chief Strategy & Operating Officer  
[gturner@homerisesf.org](mailto:gturner@homerisesf.org)

## **4.0 Letter of Approval from Private Property Owner**

# Property Owner (UDR Inc.) Project Support and Approval

**From:** Daniel Campbell [REDACTED] [REDACTED]  
**Subject:** RE: 388/300 Beale Promenade stairway  
**Date:** July 2, 2025 at 12:51 PM  
**To:** Pierre Lagarde [pierre@theeastcut.org](mailto:pierre@theeastcut.org)  
**Cc:** Cynthia Smizer [cwsmizer@gmail.com](mailto:cwsmizer@gmail.com), Mike Rieger [mike@theeastcut.org](mailto:mike@theeastcut.org)

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Pierre,

Thank you for this information. Subject to the agreements and final approval right mentioned below, we are good to move forward! We are also willing to contribute \$10,000 to help get this done!

Have a great long weekend, and let's discuss next steps next week.

Regards,

Dan

**Dan Campbell**  
Vice President – UDR Inc.  
[dcampbell@udr.com](mailto:dcampbell@udr.com)

**From:** Pierre Lagarde <[pierre@theeastcut.org](mailto:pierre@theeastcut.org)>  
**Sent:** Friday, June 20, 2025 12:39 PM  
**To:** Daniel Campbell [REDACTED]  
**Cc:** Cynthia Smizer <[cwsmizer@gmail.com](mailto:cwsmizer@gmail.com)> Rieger <[mike@theeastcut.org](mailto:mike@theeastcut.org)>  
**Subject:** Re: 388/300 Beale Promenade stairway

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Hi Dan,

That is great to hear, thank you very much for advancing the conversation with your team.

1. Since the tiles are only on the risers and not on the treads and walked on, we got the DCOF for the tread tiles, which is noted as  $\geq 0.60$ .

For reference, I have attached a plan that shows what the work would entail, including the addition of treads to preserve the tread depth / riser height ratio.

2. Yes, we would like that as well. Once we agree on terms we will have to bring back this item to our board for final approval.

a. We are looking at decades. We were in touch with folks who installed the [16th Ave steps](#) in 2005 and so far they haven't had to re-grout nor replace tiles. They've only used

3. Yes, absolutely. If we can move forward this project, we would permit it through DBI and your approval would be required there.

Please let me know if there's more information I can provide at this moment.

Thanks,  
Pierre

—  
Pierre Lagarde  
Director of Finance and Development

The East Cut Community Benefit District | 528 Folsom Street | San Francisco, CA 94105  
O/C: 415.213.2989 | [theeastcut.org](http://theeastcut.org) | [instagram.com/theeastcut](https://instagram.com/theeastcut)

On Jun 16, 2025, at 9:54 AM, Daniel Campbell [REDACTED] wrote:

Pierre,

Good news: those I've spoken to on our team are interested in trying to make this work! See the below questions/comments. Please provide the information in #1 and #2a. For 2 and 3, it's fine for no

1. Do you have the physical information about the tile and DCOF rating? We want to ensure that the physical tile meets our outdoor installation standards and does not present an
- (2) if we were to move forward, we'd want a maintenance agreement negotiated and executed before installation. It does not need to be overly complicated, but we'd like it to clearly
- a. What is the lifespan of this tile? It would be beneficial to know how long the maintenance agreement should last.

3. We would need to ensure that we have final approval over the design and installation (to confirm it meets standards). This could also be spelled out in the maintenance agreement.

Thanks,

Dan

**Dan Campbell**  
Vice President – UDR Inc.

**From:** Daniel Campbell  
**Sent:** Thursday, June 5, 2025 10:16 AM  
**To:** Pierre Lagarde <[pierre@theeastcut.org](mailto:pierre@theeastcut.org)>  
**Cc:** Cynthia Smizer [REDACTED]  
**Subject:** RE: 388/300 Beale Promenade stairway

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That was easy...survey confirms the stairs are on our property.

I'll follow-up after we've discussed internally.

Dan

## **5.0 Signed Artist Waiver of Proprietary Rights**

## **Waiver of Proprietary Rights**

### **for Artwork Placed Upon PRIVATE PROPERTY under VARA and CAPA**

The artist, **Wilma Wyss**, has designed a work of visual art ("the Artwork") as described below. The Artwork will be located at the address below, with consent from **UDR Towers by the Bay, LLC** (hereinafter referred to as the "Property Owner").

**DESCRIPTION:** [type, mural, medium]:

Mosaic ceramic tile applied to existing concrete stairs with mortar and grout

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**TITLE, DATE:** "East Cut Phases", 2026

**DIMENSIONS:** 49 stair risers, approximately 8'-0" wide and 6" tall, for a total of ~172 SF.

**ADDRESS/LOCATION:** 388 Beale Street

As a condition of the Property Owner's approval and authorization to create the Artwork on the Property, Artist agrees to waive and does hereby waive voluntarily all rights to attribution and integrity with respect to the Artwork and any and all claims as may arise under the Visual Artists Rights Act of 1990, 17 U.S.C. §§106A and 113(d) ("VARA"), the California Art Preservation Act (Cal. Civ. Code §§987 and 989) ("CAPA"), or any other local, state, foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights (collectively "Moral Rights Laws"), with respect to the Artwork, its display, removal from display, exhibition, installation, conservation, storage, study, alteration and any other activities conducted by the Property Owner or any future owner of the Property. If the Artwork is incorporated into a building such that the Artwork cannot be removed from the building without physical defacement, mutilation, alteration, distortion, destruction, or other modification (collectively, "Modification") of the Artwork, Artist waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the Property, and its agents, officers and employees, for Modification of the Artwork.

The Property Owner, or any future owner of the Property, has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Artwork, in whole or in part without prior notice to the Artist. However, if the Property Owner, or any future owner of the Property, modifies the Artwork without the Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with 17 U.S.C. § 106A (a) (2).

The Property Owner has no obligation to pursue claims against third parties for modifications or damage to the Artwork done without the Property Owner's authorization. However, the Property Owner may pursue claims against third parties for modifications or damage or to restore the Artwork if the Artwork has been modified without the Property Owner's or Artist's authorization. In the event that the Property Owner pursues such a claim, Property Owner shall notify the Artist, and Artist shall cooperate with the Property Owner's efforts to prosecute such claims.

Artist bears the sole responsibility for providing the San Francisco Arts Commission and Property Owner with any changes to the Artist's Address for Notice. Notice of changes must be mailed to the Arts Commission: 401 Van Ness Avenue, Suite 325, San Francisco, CA 94102 and to the Property Owner: **388 Beale Street, San Francisco, CA 94105**.

**PROPERTY OWNER**

Property Owner: Daniel Campbell, VP-Transactions  
(or Authorized Agent): c/o UDR Towers by the Bay, LLC  
Address: 388 Beale Street  
San Francisco, CA 94105  
Email: dcampbell@udr.com  
Phone: 720-348-7680  
  
SIGNATURE: Dan Campbell  
DATE: 01/12/2026

**ARTIST**

ARTIST understands the effect of this waiver and hereby acknowledges that ARTIST is surrendering the rights described herein with respect to the Artwork.

Artist: Wilma Wyss  
Address: ██████████  
  
Email: wilma@wyssdesign.com  
Phone: ██████████  
  
SIGNATURE: Marianne "Wilma" Wyss [Jan 12, 2026 19:10:14 PST]  
DATE: 01/12/2026

For more information regarding VARA and CAPA:

<http://www.sfartscommission.org/our-role-impact/about-commission/policies-guidelines/visual-artists-rights-act>

<http://www.sfartscommission.org/our-role-impact/about-commission/policies-guidelines/california-art-preservation-act>

## **6.0 Maintenance Plan**



# THE EAST CUT

## The East Cut Beale Tile Stairway

### Project Documents – 5 and 10-Year Maintenance Plan

The East Cut CBD (The East Cut) has entered into and signed a tri-party agreement with UDR Towers by the Bay, LLC (the property owner of the 388 Beale Street POPOS), and the Embarcadero Lofts HOA (adjoining property to the 388 Beale Street POPOS). In the agreement, all maintenance responsibilities are assigned to the Embarcadero Lofts HOA under item 3 (see attached documents). Further, The East Cut commits to establishing a capital maintenance fund to help cover the costs of future maintenance needs. This agreement satisfies all future maintenance needs.

528 Folsom Street  
San Francisco  
CA 94105

415 543 8223  
[info@theeastcut.org](mailto:info@theeastcut.org)  
[theeastcut.org](http://theeastcut.org)

**MEMORANDUM OF AGREEMENT REGARDING  
BEALE STREET TILED STAIRWAY**

entered into by

**THE EAST CUT CBD, UDR, AND ELHOA**

This MEMORANDUM OF AGREEMENT REGARDING BEALE STREET TILED STAIRWAY (this “Agreement”) is entered into by and between UDR Towers By the Bay, LLC, a Delaware limited liability company owner of the property located at 388 Beale Street (“UDR”); the Embarcadero Lofts Homeowners Association, a California nonprofit mutual benefit corporation (“ELHOA”), and The East Cut Community Benefit District, a California 501(c)(3) nonprofit corporation (“The East Cut CBD”), collectively referred to as “the Parties.”

This Agreement is effective as of the last date by which it has been executed by all three Parties (the “Effective Date”).

**WHEREAS**, The East Cut CBD is commissioning and funding the fabrication and installation of a public artwork titled “Beale Tiled Stairway” to be integrated into the Beale Street stairway located on UDR’s property at 388 Beale Street (“the Project Site”);

**WHEREAS**, the public artwork consists of handcrafted tile mosaics, matching decorative tile inlays, and a permanent interpretive sign referencing the Beale Tiled Stairway and acknowledging contributing partners (the “Artwork”).

**WHEREAS**, the installation of the Artwork includes the placement of handcrafted tile mosaics across all 52 stair risers, the integration of matching decorative tile inlays within the stair treads, and the affixing of a permanent interpretive sign to the adjacent Privately Owned Public Space (“POPOS”) fence on Beale Street, which references the Artwork and acknowledges contributing partners (collectively, the “Project”);

**WHEREAS**, the Project has received conceptual support from both UDR and ELHOA, which currently maintain the stairway and adjacent POPOS under a separate maintenance agreement;

**WHEREAS**, the Beale Street stairway and adjacent POPOS area are subject to a recorded Declaration of Restrictions and Grant of Easements (Instrument No. F79308, Official Records of the City and County of San Francisco, dated May 9, 1995), and the First Restated Declaration of Covenants, Conditions and Restrictions of The Embarcadero Lofts, as amended in 2009, which collectively define the access, maintenance, and liability obligations related to the mid-block pedestrian and public stairway areas;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

**1. Installation of Project.** The East Cut CBD shall perform the Project. UDR and ELHOA grant permission for the Project and agree that East Cut CBD shall have reasonable access to the Project Site during normal weekday business hours, with at least forty-eight (48) hours' prior notice to UDR. East Cut CBD is to provide reasonable signage and safety precautions for the Project Site while the Project is ongoing, including but not limited to maintaining a worksite free of hazardous conditions to the public. If closure becomes necessary during the Project, East Cut CBD will also reasonably anticipate such closes and communicate the same to UDR at least forty-eight (48) hours ahead of such closure. Upon completion of the Project, The East Cut CBD shall restore the Project Site to its original condition, except for the Artwork.

**2. Ownership and Location.** Upon completion and acceptance, the Artwork shall be deemed a permanent, site-specific improvement affixed to the stairway structure. Title to the Artwork shall automatically transfer to UDR as property owner upon installation. The East Cut CBD shall retain no ownership, possessory, or maintenance rights or obligations after installation is complete and accepted.

**3. Maintenance Responsibilities.** ELHOA shall perpetually maintain the Artwork in good condition, clean, soundly affixed, and with images visible to the public. Such maintenance shall be performed in conjunction with ELHOA's maintenance obligations for the Beale Street POPOS and stairway, as specified in the 2009 First Amendment to the First Restated Declaration of Covenants, Conditions and Restrictions of The Embarcadero Lofts. Maintenance of the Artwork shall include:

- routine cleaning, inspection, and repair of tile surfaces using comparable materials and methods;
- maintenance of the interpretive sign affixed to the POPOS fence; and
- notification to The East Cut CBD and UDR prior to any significant restoration or replacement.

Significant restoration or replacement is defined as any restoration or replacement that may affect the appearance or integrity of the Artwork.

All maintenance obligations described herein are intended to supplement, and not supersede or modify, any duties set forth in the Declaration of Restrictions and Grant of Easements recorded as Instrument No. F79308 or the applicable CC&Rs governing the Beale Street POPOS and stairway.

**4. UDR's Reservation of Rights.** If ELHOA fails to fulfill its obligation to maintain the Artwork under the terms of this Agreement or ELHOA's other maintenance obligations,

UDR shall have the right, but not the obligation, to maintain the Artwork and chargeback the ELHOA for such maintenance or elect to replace the Artwork in any manner in which it decides.

**5. The East Cut CBD Establishment of Capital Maintenance Fund.** The East Cut CBD shall establish a dedicated capital reserve account in which funds for future maintenance and repairs of the Artwork may be held. As a nonprofit entity, The East Cut CBD may receive and administer tax-deductible contributions designated for this purpose. The East Cut CBD may also provide its donation platform to receive donations generated by ELHOA's fundraising efforts, and shall release such funds to ELHOA for use for maintenance and repairs of the Artwork. Expenditures shall be used solely for the repair, conservation, or maintenance of the Artwork, and must be approved in advance by both ELHOA and the East Cut CBD. All funds for future maintenance and repair work shall be lawfully received.

**6. Insurance and Liability.** Following completion and acceptance of the Artwork by UDR in its sole discretion, The East Cut CBD shall bear no responsibility for maintenance or repair of the Artwork or Project Site, nor liability or responsibility related to public safety of the Project or the Project Site.

**7. Indemnification.** Each Party shall indemnify, defend, and hold harmless the other Parties, and their respective directors, officers, employees, affiliates, and agents, from and against any and all claims, liabilities, damages, or expenses, or injury (including reasonable attorneys' fees) resulting from, arising out of, or related to its own negligence, misconduct, or breach of this Agreement. ELHOA shall indemnify, defend, and hold harmless the East Cut CBD and UDR from any and all liability or claims based on failure to maintain the Project or Project Site. Should any party initiate legal proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to any all reasonable attorneys' fees and costs.

**8. Recognition.** ELHOA shall ensure that a small plaque or the interpretive sign identifies The East Cut CBD as the commissioning entity for the Artwork, and acknowledges any other community and corporate partners that contributed to the Project.

**9. Compliance with Laws and Permits.** The East Cut CBD shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including City and County of San Francisco permit requirements related to the installation and maintenance of the Project, Project Site, and Artwork.

**10. Dispute Resolution.** Any dispute, controversy, or claim arising out of or relating to this Agreement shall be submitted to a court of competent jurisdiction.

**11. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, including any successor owners of the properties subject to this Agreement. This Agreement touches and concerns the real property of the Project Site, and commitments herein run with the land. As such, the ELHOA shall record this Agreement in the real property records.

**12. Notices.** All notices required or permitted under this Agreement shall be in writing and delivered personally or sent by certified mail or recognized courier service to the Parties at their respective principal business addresses or such other address as may be designated in writing.

**13. Entire Agreement.** This Agreement constitutes the entire understanding among the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, concerning the same. No amendment or modification of this Agreement shall be valid unless in writing and signed by all Parties.

**14. Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic or scanned signatures shall have the same legal effect as originals.

**15. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue in San Francisco County.

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

UDR Towers by the Bay, LLC

*Dan Campbell*  
Name: Daniel Campbell  
Title: VP - Transactions  
Date: 22/12/2025

Embarcadero Lofts Homeowners Association (ELHOA)



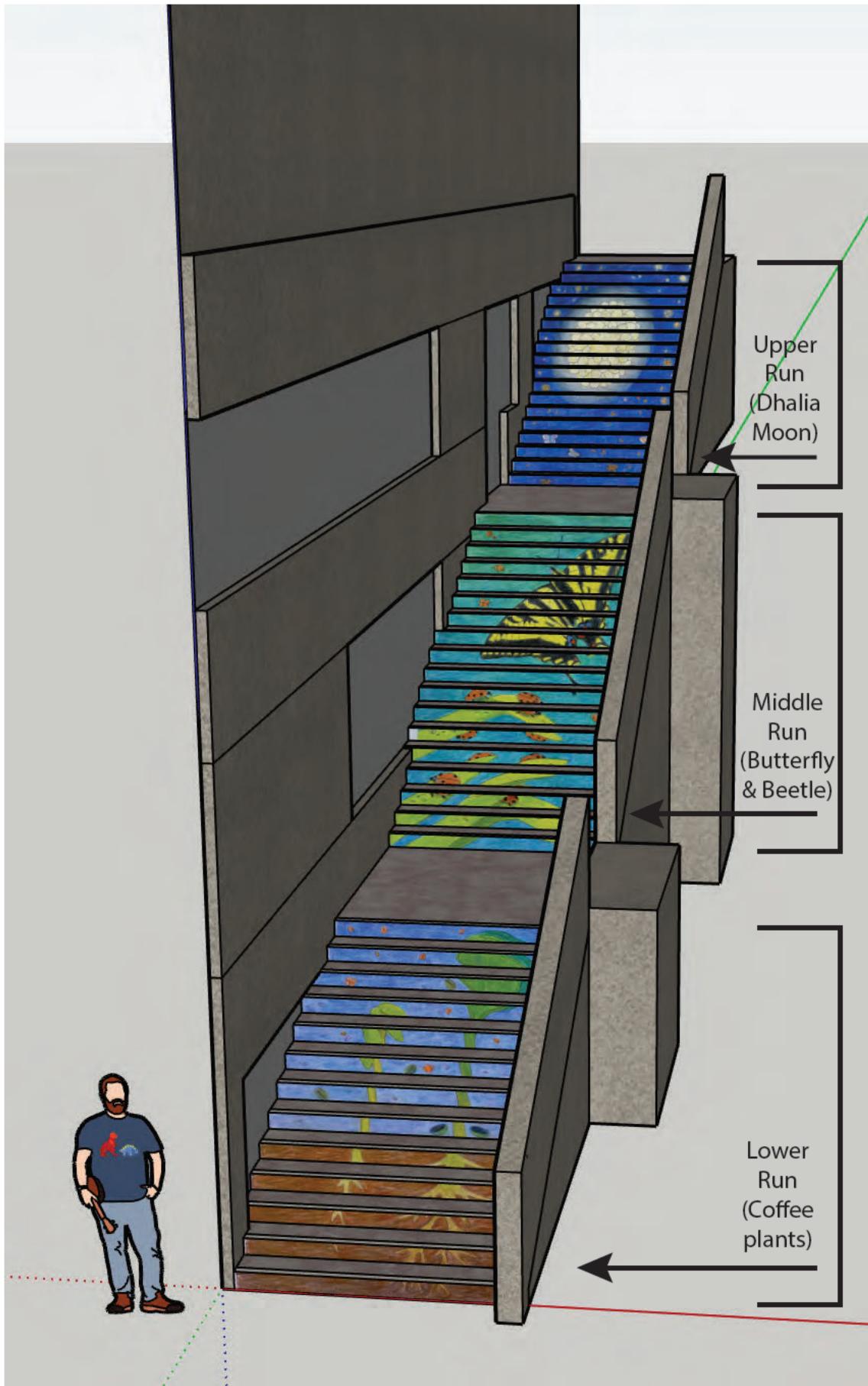
Name: Karen Wendel  
Title: Board Treasurer  
Date: 19/12/2025

The East Cut Community Benefit District



Andrew Robinson  
Executive Director  
Date: 17/12/2025

## **7.0 Dimensions, Color Images of Design, and Renderings**



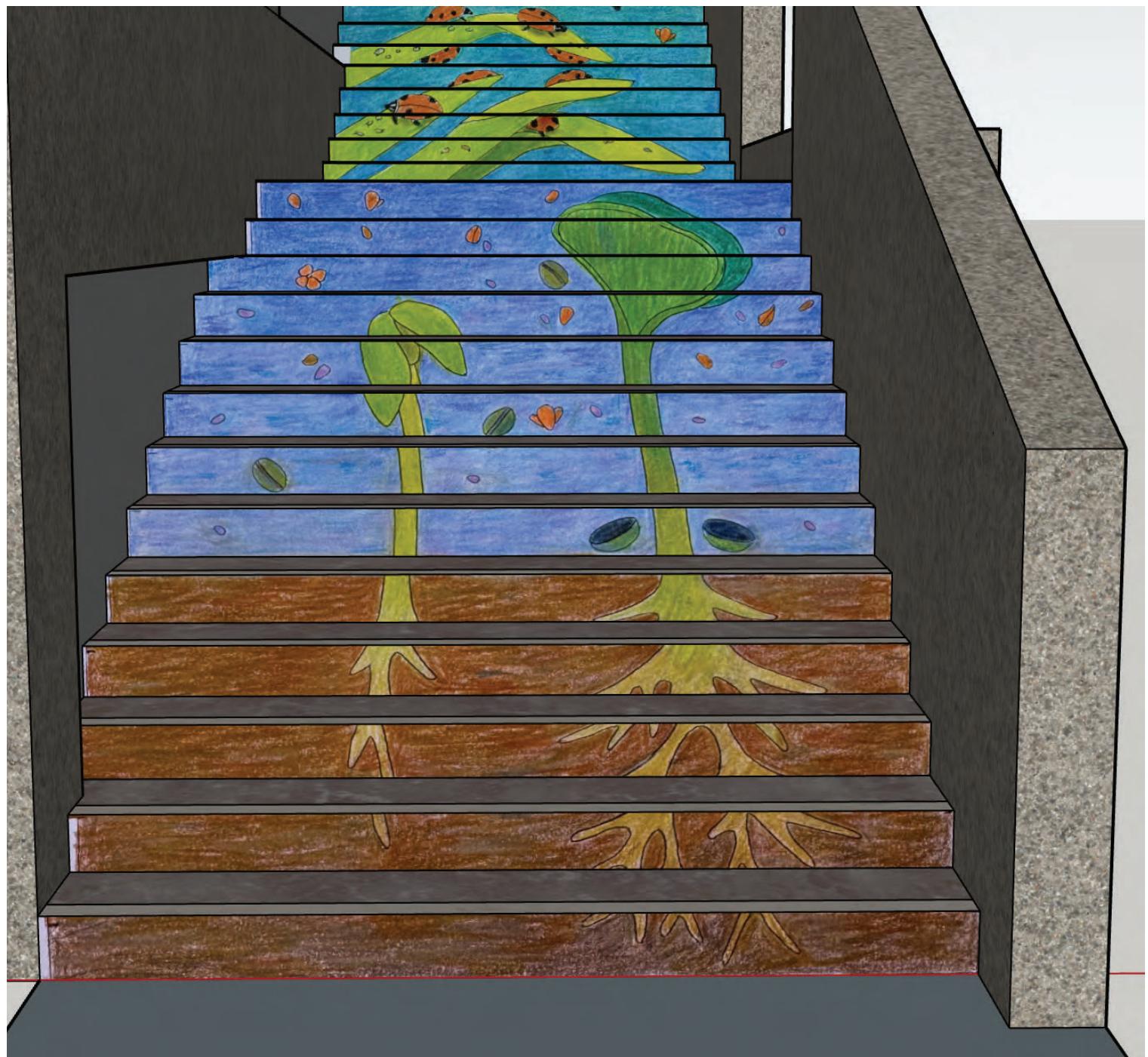
## Color Images of Design with Renderings of Stair Risers

View of all three stair runs from the base of the staircase



Lower Run  
(Coffee Plants)





Middle Run  
(Butterfly & Beetles)





Upper Run  
(Dahlia Moon & Poppy Stars)

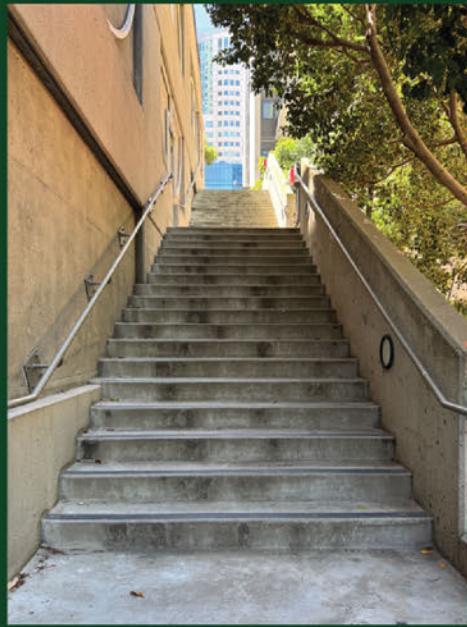




TOP RUN



MIDDLE RUN



BOTTOM RUN



## 388 BEALE POPOS STAIRS

