

File No. 240686

Committee Item No. 1

Board Item No. 20

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date June 26, 2024

Board of Supervisors Meeting

Date July 2, 2024

#### Cmte Board

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#### OTHER (Use back side if additional space is needed)

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Completed by: Brent Jalipa

Date June 21, 2024

Completed by: Brent Jalipa

Date June 26, 2024

1 [Assignment and Assumption Agreement - California Barrel Company LLC - Potrero Power  
2 Station Mixed-Use Project - Waiver of Indemnification Obligations]

3 **Resolution affirming the Planning Director’s approval of an assignment and**  
4 **assumption agreement between California Barrel Company LLC, a Delaware limited**  
5 **liability company (“Developer”), and the Regents of the University of California, on**  
6 **behalf of its San Francisco campus (“UCSF”), pursuant to which UCSF will assume a**  
7 **portion of Developer’s right, title and interest in and to the Development Agreement**  
8 **between the City and Developer for the Potrero Power Station Project, with respect to**  
9 **Block 2 of the Project; approving a Waiver of Liability by the City, acting by and**  
10 **through its Planning Department, for the benefit of Developer, pursuant to which the**  
11 **City will waive and release any claims made for actions subsequent to execution of the**  
12 **Waiver against Developer, in connection with Developer’s indemnification obligations**  
13 **in Section 4.10 of the Development Agreement, with respect to Block 2 of the Project;**  
14 **and adopting findings under the California Environmental Quality Act.**

15  
16 WHEREAS, Developer owns approximately 21 acres of developed and undeveloped  
17 land located in the City and County of San Francisco (“City”), generally bound by 22nd Street  
18 to the north, the San Francisco Bay to the east, 23rd Street to the south and Illinois Street to  
19 the west (“Developer Property”); and

20 WHEREAS, Existing structures on the Developer Property consist primarily of vacant  
21 buildings and facilities associated with its use as a former power station; and

22 WHEREAS, The Developer and the City executed a Development Agreement dated  
23 September 22, 2020, and subject to amendment from time to time (“Development  
24 Agreement”), relating to the proposed development of a project known as the Potrero Power  
25

1 Station ("Project"); the Development Agreement was approved by the Board of Supervisors  
2 and Mayor in Ordinance No. 62-20, a copy of which is in File No. 200040; and

3 WHEREAS, The Project is a phased, mixed-use development on or around the  
4 Developer Property that is more particularly described in the Development Agreement; and

5 WHEREAS, On April 4, 2024, the Board of Supervisors and Mayor approved an  
6 Ordinance to amend to the Development Agreement to allow for the establishment of San  
7 Francisco Enhanced Infrastructure Financing District No. 1 (Power Station) (Ordinance No.  
8 67-24, a copy of which is in File No. 231274); and

9 WHEREAS, On January 30, 2020, by Motion No. 20635, the Planning Commission  
10 certified as adequate, accurate and complete the Final Environmental Impact Report ("FEIR")  
11 for the Project pursuant to the California Environmental Quality Act (California Public  
12 Resources Code, Section 21000 et seq.) ("CEQA"); a copy of Planning Commission Motion  
13 No. 20635 is on file with the Clerk of the Board of Supervisors in File No. 230168; also, on  
14 January 30, 2020, by Motion No. 20635, the Planning Commission adopted findings, including  
15 a rejection of alternatives and a statement of overriding considerations ("CEQA Findings") and  
16 a Mitigation Monitoring and Reporting Program ("MMRP"); these Motions are on file with the  
17 Clerk of the Board of Supervisors in File No. 230168; in Ordinance No. 62-20, the Board of  
18 Supervisors adopted as its own and incorporated by reference as though fully set forth therein  
19 the CEQA Findings, including the statement of overriding considerations, and the MMRP; and

20 WHEREAS, On September 9, 2020, the San Francisco Planning Department published  
21 an Addendum to the FEIR finding certain proposed changes to the Project's phasing plan did  
22 not change the conclusions of the FEIR and that the changes would not result in substantially  
23 more severe impacts than what was identified in the FEIR (the "FEIR Addendum"); and

24 WHEREAS, On March 29, 2024, Developer submitted a Design Review Application  
25 under Development Agreement section 3.4 for the construction of a new 130-foot-tall building

1 located at Block 2 of the Project, which would contain approximately 284,844 square feet of  
2 Laboratory and Institutional Healthcare (Non-Hospital) uses for outpatient cancer treatment  
3 and associated research (the “Block 2 Project”) operated by UCSF; and

4 WHEREAS, UCSF's world-renowned hospital, biomedical research facilities and  
5 medical, dental, pharmacy and nursing schools contribute invaluable benefits to San  
6 Francisco residents and to the entire Bay Area and the State of California; and

7 WHEREAS, Beyond economic benefits, UCSF provides other public benefits, including  
8 a diverse range of superior quality education and health services, by way of patient care at its  
9 three medical centers at Parnassus Heights, Mount Zion, and Mission Bay and through  
10 staffing of the Zuckerberg San Francisco General Hospital ("ZSFG") and the Veterans  
11 Administration Medical Center; UCSF and ZSFG have maintained a major hospital affiliation  
12 agreement for over 150 years; and

13 WHEREAS, UCSF's commitment to the residents of San Francisco has been  
14 demonstrated through community service and volunteer programs, including health care  
15 services for the homeless, dental services at the Buchanan Dental Center, the Science and  
16 Health Education Partnership (SEP) program with the San Francisco Unified School District,  
17 and a variety of other community service programs; and

18 WHEREAS, UCSF also operates programs that focus on increased employment  
19 opportunities and access for residents of neighborhoods in the southeastern portion of the  
20 City and particularly in neighborhoods bordering the UCSF campus at Mission Bay; and

21 WHEREAS, The retention of UCSF, which is one of the City's largest employers, within  
22 the City, and the development of the Block 2 Project affords numerous public benefits to the  
23 City and its residents, including, but not limited to, the advancement of public education and  
24 medical research, the provision of an outpatient cancer treatment center, and the creation of  
25 jobs; and

1           WHEREAS, Section 12.1 of the Development Agreement grants Developer the right to  
2 convey, assign or transfer all or any portion of its right, title and interest in and to all or part of  
3 the Developer Property without the City’s consent, provided that Developer  
4 contemporaneously transfers all of its right, title and interest under the Development  
5 Agreement with respect to the portion of the Developer Property being transferred; and

6           WHEREAS, To facilitate UCSF’s operation of the Block 2 Project, Developer intends to  
7 assign to UCSF a portion of Developer’s right, title and interest under the Development  
8 Agreement with respect to Block 2 of the Project pursuant to that certain Assignment and  
9 Assumption Agreement in the form presented to this Board (the “Assignment Agreement”);  
10 and

11           WHEREAS, The Developer, UCSF and the City agree that, consistent with the  
12 Constitution of the State of California, UCSF, as a state entity, is exempt from local land use  
13 regulation, including redevelopment plans, planning and zoning codes, and local building  
14 codes with respect to the Block 2 Project; provided, however, that the City’s determination is  
15 limited to the Block 2 Project.; and

16           WHEREAS, The City reserves the right to address UCSF’s exemption from local land  
17 use regulation with regard to any other term, use, right, or obligation of the Development  
18 Agreement, including any substantially different use of Block 2, or any other development  
19 besides the Block 2 Project; and

20           WHEREAS, Section 12.3 of the Development Agreement requires that the assignment  
21 and assumption agreement executed by Developer and UCSF be in substantially the form  
22 attached as Exhibit X to the Development Agreement (the “Form of Assignment”), and that if  
23 there are any material changes to the Form of Assignment, such changes must be approved  
24 by the City’s Planning Director; and

1           WHEREAS, Developer has requested that the City’s Planning Director approve the  
2 Assignment Agreement, which Assignment Agreement materially differs from the Form of  
3 Assignment by limiting the scope of the indemnification obligations set forth in section 4.10 of  
4 the Development Agreement (the “Indemnification Obligations”) as they relate to UCSF, which  
5 UCSF and Developer have determined is necessary to facilitate UCSF’s assumption of the  
6 Development Agreement given UCSF’s status as a state entity under the Constitution of the  
7 state of California; and

8           WHEREAS, As a result of the Assignment Agreement’s material changes to the Form  
9 of Assignment, Developer will retain a portion of the Indemnification Obligations with respect  
10 to Block 2 of the Project despite having transferred Block 2 of the Project to UCSF; Developer  
11 has requested that the City execute that certain Waiver of Liability in substantially the form on  
12 file with the Clerk of the Board of Supervisors in File No. 240686 (the “Waiver”), pursuant to  
13 which the City agrees to waive and release Developer from any claims made for actions  
14 subsequent to execution of the Waiver related to the Indemnification Obligations with respect  
15 to Block 2 of the Project so as to encourage Developer’s assignment of the Development  
16 Agreement to UCSF with respect to Block 2 of the Project; and

17           WHEREAS, Given that the Indemnification Obligations are a core aspect of the  
18 Development Agreement, the City’s Planning Director has requested that this Board of  
19 Supervisors affirm his decision to approve the Assignment Agreement and approve and  
20 authorize his execution of the Waiver on behalf of the City; now, therefore, be it

21           RESOLVED, That the Board of Supervisors hereby adopts and incorporates the CEQA  
22 Findings contained in Ordinance No. 62-20 and the FEIR Addendum, and further finds that,  
23 pursuant to CEQA Guidelines, Section 15162, no additional environmental review is required  
24 because there are no substantial changes to the Project analyzed in the FEIR and the FEIR  
25 Addendum, no change in circumstances under which the Project is being undertaken, and no

1 new information that was not known and could not have been known shows that new  
2 significant impacts would occur, that the impacts identified in the FEIR and the FEIR  
3 Addendum as significant impacts would be substantially more severe, or that mitigation or  
4 alternatives previously found infeasible are now feasible; and, be it

5 FURTHER RESOLVED, That the Board of Supervisors hereby affirms the Planning  
6 Director's approval of the Assignment Agreement in the form presented to this Board of  
7 Supervisors, and specifically affirms the Planning Director's decision to approve limiting the  
8 scope of the Indemnification Obligations as they apply to UCSF with respect to Block 2 of the  
9 Project so as to facilitate UCSF's assumption of the Development Agreement; and, be it

10 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes and urges  
11 the Planning Director to execute the Waiver, in the name and on behalf of the City, in  
12 substantially the form of such waiver presented to this Board of Supervisors so as to facilitate  
13 UCSF's assumption of the Development Agreement and the development of the Block 2  
14 Project; and, be it

15 FURTHER RESOLVED, That the Board of Supervisors acknowledges that Developer  
16 would not have agreed to the partial assignment of the Indemnification Obligations but for the  
17 City's agreement to execute the Waiver, and that Developer is executing the Assignment  
18 Agreement in reliance thereon; and, be it

19 FURTHER RESOLVED, That all actions authorized and directed by this Resolution,  
20 consistent with any documents presented herein, and heretofore taken are hereby ratified,  
21 approved and confirmed by this Board of Supervisors.

22  
23  
24  
25

This instrument is exempt from Recording Fees (CA Govt. Code § 27383)

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

[\_\_\_\_\_]

APN: 4175-027

SPACE ABOVE THIS LINE RESERVED FOR RECORDER’S USE

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is made and entered into as of \_\_\_\_\_, 2024 (the “Effective Date”) by and between CALIFORNIA BARREL COMPANY LLC, a Delaware limited liability company (“Assignor”), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of its, San Francisco campus (“Assignee”).

**RECITALS**

1. Reference is hereby made to that certain Development Agreement between the City and County of San Francisco, a municipal corporation (the “City”), acting by and through its Planning Department, and Assignor, dated as of September 22, 2020 and recorded in the Official Records on October 2, 2020 as Document No. 2020025312, corrected by that certain Correction to Development Agreement, dated as of September 30, 2021 and recorded in the Official Records on October 13, 2021 as Document No. 2021157025, modified by that certain Memorandum of Minor Modification of Development Agreement Potrero Power Station Mixed-Use Development Project (First Amendment) between City and Assignor, dated as of June 20, 2023 and recorded in the Official Records on June 20, 2023 as Document No.2023044096 and by that certain Memorandum of Minor Modification of Development Agreement Potrero Power Station Mixed-Use Development Project (Second Amendment) between City and Assignor, dated as of June 20, 2023 and recorded in the Official Records on June 20, 2023 as Document No. 2023044102, and amended by that certain First Amendment to Development Agreement, dated as of \_\_\_\_\_, 20\_\_, and recorded in the Official Records on \_\_\_\_\_, 20\_\_ as Document No. \_\_\_\_\_ (collectively, the “Agreement”). All initially capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.

2. Pursuant to section 12.1 of the Agreement, Developer has the right to Transfer all or any portion of its right, title and interest in and to all or part of the Project Site to any Person without the City’s consent, provided that Developer contemporaneously transfers to the Transferee all of its right, title and interest under the Agreement with respect to the Project Site or such part thereof, as more particularly described therein.



3. Pursuant to section 12.4 of the Agreement, upon the execution and delivery of any Assignment and Assumption Agreement, Developer shall be automatically released from any liability or obligation under the Agreement to the extent Transferred under such Assignment and Assumption Agreement.

4. Assignor is “Developer” under the Agreement with respect to the portion of the Project Site described on Exhibit A attached hereto (the “**Transferred Property**”).

5. Contemporaneously herewith, Assignor has Transferred to Assignee Assignor’s right, title and interest in and to the Transferred Property.

6. Assignor has agreed to assign to Assignee, and Assignee has agreed to assume, certain of Assignor’s right, title and interest under the Agreement with respect to the Transferred Property, all as more particularly described in this Assignment.

7. Notwithstanding the foregoing, and as more particularly described herein, Assignor has only agreed to assign, and Assignee has only agreed to assume, a portion of Assignor’s indemnification obligations to the City under section 4.10 of the Agreement (the “**Indemnification Obligations**”) with respect to the Transferred Property. As such, the indemnification obligations to the City that Assignor assigns to Assignee, and Assignee assumes under this Assignment differ materially from those of the form of assignment and assumption agreement attached to the Agreement as Exhibit X (the “**Form of Assignment**”). Section 12.3 of the Agreement authorizes the City’s Planning Director to approve any material changes to the Form of Assignment in their sole discretion. Given that (i) the Indemnification Obligations are a core aspect of the Agreement, and (ii) Assignor agreed to retain a portion of the Indemnification Obligations with respect to the Transferred Property only if the City separately agreed to execute the Waiver (as defined below) for the benefit of Assignor, the City’s Planning Director requested that the City’s Board of Supervisors reaffirm his decision to approve this Assignment. Accordingly, the City’s Board of Supervisors by Resolution No. [\_\_\_\_\_] on [\_\_\_\_\_] reaffirmed the City’s Planning Director’s decision to approve this Assignment.

8. In connection with Assignor’s partial assignment of the Indemnification Obligations hereunder, the City executed that certain Waiver of Liability dated [\_\_\_\_\_] for the benefit of Assignor, pursuant to which the City waived and released any claims made for actions subsequent to execution of the Waiver against Assignor for the portion of the Indemnification Obligations retained by Assignor with respect to the Transferred Property (the “**Waiver**”), which Waiver is attached hereto as Exhibit B. The City’s Board of Supervisors approved and authorized the City’s Planning Director’s execution of the Waiver by Resolution No. [\_\_\_\_\_] on [\_\_\_\_\_]. Assignor would not have agreed to the partial assignment of the Indemnification Obligations but for the City’s agreement to execute the Waiver and is executing this Assignment in reliance thereon.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Agreement. Subject to the terms and conditions of this Assignment, Assignor hereby assigns to Assignee as of the Effective Date a portion of Assignor's right, title and interest under the Agreement with respect to the Transferred Property, including any Associated Community Benefits that are tied to the Transferred Property and Mitigation Measures applicable to the Transferred Property, all as more particularly described on Exhibit C and further described in Section 3 below (collectively, the "**Assigned Rights and Obligations**", or, as solely related to the assigned obligations, the "**Assigned Obligations**"). For the avoidance of doubt, Assignor retains all of Assignor's right, title and interest under the Agreement other than the Assigned Rights and Obligations and is released from any liability or obligation to perform the Assigned Obligations.

2. Assumption of Agreement. Subject to the terms and conditions of this Assignment, Assignee hereby assumes as of the Effective Date the Assigned Rights and Obligations and agrees to observe and fully perform all of the duties and obligations of Assignor under the Agreement with respect to the Assigned Rights and Obligations and to be subject to all of the terms and conditions of the Agreement with respect to the Assigned Rights and Obligations. Assignee assumes no right, title and interest under the Agreement other than the Assigned Rights and Obligations, and has no liability or obligation under the Agreement other than the Assigned Obligations. Assignor and Assignee acknowledge and agree that Assignee is "Developer" under the Agreement with respect to the Transferred Property.

3. Indemnifications. Assignor hereby assigns, and Assignee hereby assumes only the Indemnity Obligations as set forth in this Section 3. Additionally, Assignor assigns to Assignee all of the Assigned Rights and Obligations subject to the Waiver, under which the City has agreed to waive the provisions of the Indemnity Obligations not assumed by Assignee under this Assignment that are related to claims made for actions subsequent to execution of the Waiver. Assignee shall indemnify, reimburse, and hold harmless the City and its officers, agents and employees (collectively, the "**City Parties**") from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims (collectively, "**Losses**") arising or resulting directly from any third party claim against any City Party to the extent such claim arises from Assignee's use or operation of the Transferred Property arising from, any of the following: (i) a Default by Assignee under the Agreement with respect to the Transferred Property; (ii) Assignee's failure to comply with the requirements of any Approval or Non-City Regulatory Approval applicable to the Transferred Property; (iii) the failure of any improvements constructed on the Transferred Property pursuant to the Approvals applicable to the Transferred Property to comply with any Applicable Standards applicable to the Transferred Property, including Existing Standards; (iv) any accident, bodily injury, death, personal injury, or loss of or damage to property occurring on the Transferred Property (or the public right of way adjacent to the Transferred Property) in connection with the negligent construction by Assignee or its agents or its contractors of any improvements on the Transferred Property pursuant to the Approvals applicable to the Transferred Property or the Agreement; (v) any dispute between Assignee, on the one hand, and its contractors or subcontractors, on the other hand, relating to construction of improvements by Assignee on the Transferred Property; and (vi) any dispute between Assignor and Assignee related to the Transferred Property, the Assigned Rights and Obligations or this Assignment in any case: except to the extent that (x) any of the foregoing indemnification, reimbursement, hold harmless and defense obligations is void or otherwise unenforceable under applicable Law, (y) any such Loss is the result of the negligence or intentional acts or willful misconduct or omissions

of any of the City Parties, or (z) any such Loss is related to any Public Improvements. The foregoing indemnity shall include reasonable attorneys' fees and costs and the City's reasonable cost of investigating any such claims against the City or the City Parties. All indemnifications set forth in this section shall survive until the expiration of the applicable statute of limitation or statute of repose. If at any time during the Term of the Agreement, Assignee Transfers all or any portion of its right, title and interest in and to the Transferred Property to any Person and assigns to the Transferee all of its right, title and interest under the Agreement with respect to the Transferred Property or such part thereof, section 3 of the Form of Assignment attached as Exhibit X of the Agreement (and attached here as Exhibit D) shall be included in any assignment and assumption from Assignee to a subsequent Transferee.

4. Provisions re Housing Plan Intentionally Omitted as Inapplicable to Non-Residential Development of Block 2.

5. Costa-Hawkins Rental Housing Act.

a. Non-Applicability of Costa-Hawkins Act to BMR Units. Chapter 4.3 of the California Government Code directs public agencies to grant concessions and incentives to private developers for the production of housing for lower income households. The Costa-Hawkins Act and Administrative Code section 37.2(r)(5) provide for no limitations on the establishment of the initial and all subsequent rental rates for a dwelling unit that meets the definition of new construction, with exceptions, including an exception for dwelling units constructed pursuant to a contract with a public agency in consideration for a direct financial contribution or any other form of assistance specified in Chapter 4.3 of the California Government Code (section 1954.52(b)). Based upon the language of the Costa-Hawkins Act and the terms of the Agreement, Assignee agrees that the Costa-Hawkins Act and section 37.2(r)(5) do not and in no way shall limit or otherwise affect the restriction of rental charges for the BMR Units. The Agreement falls within the express exception to the Costa-Hawkins Act, section 1954.52(b) because the Agreement is a contract with a public entity in consideration for contributions and other forms of assistance specified in Chapter 4.3 (commencing with section 65919 of Division 1 of Title 7 of the California Government Code). Assignee understands that the City would not have been willing to enter into the Agreement without the understanding and agreement that Costa-Hawkins Act provisions set forth in California Civil Code section 1954.52(a) do not apply to the BMR Units as a result of the exemption set forth in California Civil Code section 1954.52(b) for the reasons set forth in this Section 5.

b. General Waiver Regarding BMR Units. Assignee, on behalf of itself and all of its successors and assigns of all or any portion of the Transferred Property, agrees not to challenge and expressly waives, now and forever, any and all rights to challenge the requirements of the Agreement related to the establishment of the BMR Units under the Costa-Hawkins Act or section 37.2(r)(5) (as they may be amended or supplanted from time to time). If and to the extent such general covenants and waivers are not enforceable under Law, Assignee acknowledges that they are important elements of the consideration for the Agreement and Assignee should not have the benefits of the Agreement without the burdens of the Agreement. Accordingly, if Assignee challenges the application of this covenant and waiver, then such breach will be a Default and City shall have the right to terminate the Agreement as to the portion of the Project under the ownership or control of Assignee.

6. Assignee's Covenants. Assignee hereby covenants and agrees that: (a) Assignee shall not challenge the enforceability of any provision or requirement of the Agreement; and (b) Assignee shall not sue the City in connection with any disputes between Assignor and Assignee arising from this Assignment or the Agreement, including any failure to complete all or any part of the Project by Assignor or Assignee, except to the extent caused by the negligence or willful misconduct of any of the City Parties.

7. Modifications. Assignor and Assignee acknowledge and agree that any modification of any provision of the Agreement that constitutes a modification of the Assigned Rights and Obligations must be in a writing signed by a person having authority to do so on behalf of each of Assignor and Assignee. For the avoidance of doubt, (i) the approval of Assignee shall not be required for any modification of the Agreement that does not constitute a modification of the Assigned Rights and Obligations and (ii) Assignee shall not have the right to modify the Agreement except as provided in the first sentence of this Section 7. Any modification of any provision of this Assignment must be in a writing signed by a person having authority to do so on behalf of each of Assignor and Assignee.

8. Limitations on Reassessment Requests. The Transferred Property is located within the San Francisco Enhanced Infrastructure Financing District No. 1 (Power Station). All capitalized terms used in this Section that are not otherwise defined in the Development Agreement are defined in the Financing Plan. From and after the Commencement Date (as defined in the IFP) for a Project Area, Assignee may initiate a Reassessment in connection with the determination of the Baseline Assessed Value of any parcel within such Project Area, but may not and hereby waives its right to initiate a Reassessment of the Subsequent Assessed Value of that parcel within such Project Area until the earlier of (A) the date on which (1) there are no authorized uses under the IFP of the Allocated Tax Increment or the Conditional Tax Increment generated in the Project Area and none of the Assignor, the Assignee, or the City expects there to be any further such authorized uses and (2) the City has been repaid for the use of Conditional Tax Revenue in accordance with the IFP or (B) the EIFD Termination Date with respect to such Project Area. For the avoidance of doubt, nothing in this Section 8 affects Assignee's state sovereignty under the Constitution of the State of California.

9. Further Assignment; Binding on Successors. Without limiting any requirements under the Agreement, including article 12 thereof, Assignee shall not assign this Assignment without obtaining the prior written approval of Assignor, provided that to the extent that Assignee Transfers any of the Assigned Rights and Obligations in accordance with the Agreement to any Person, Assignee shall (without the requirement of any approval hereunder) contemporaneously assign this Assignment to such Person. This Assignment shall run with the Transferred Property, and all of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns.

10. Notices. The notice address for Assignee under section 14.10 of the Agreement as of the Effective Date shall be, subject to change as set forth therein:

[\_\_\_\_\_]

The Regents of the University of California

654 Minnesota Street, Second Floor  
San Francisco, CA 94143  
Attention: Bruce Lanyon, Assistant Vice Chancellor UCSF Real Estate Services  
Telephone: (415) 476-8858  
Email: bruce.lanyon@ucsf.edu

with copies to:

[ \_\_\_\_\_ ]  
UC Legal – San Francisco  
499 Illinois 2nd Floor  
San Francisco, CA 94158  
Attention: Anagha Dandekar Clifford \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

11. Counterparts. This Assignment may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

12. Governing Law. This Assignment and the legal relations of Assignor and Assignee shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

13. Attorneys' Fees. Should legal action be brought by Assignor or Assignee against the other for a default under this Assignment or to enforce any provision herein, the prevailing party in such action shall be entitled to recover its "reasonable attorneys' fees and costs" (as such phrase is defined in the Agreement) from the non-prevailing party.

14. Severability. If any term, provision, covenant or condition of this Assignment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Assignment shall continue in full force and effect, except to the extent that enforcement of the remaining provisions of this Assignment would be unreasonable or grossly inequitable under all the circumstances or would frustrate the fundamental purpose of this Assignment or the Agreement.

15. Entire Agreement. Without limiting the Agreement or agreements executed in connection therewith or any separate agreements with respect to the Transferred Property between Assignor and Assignee, this Assignment contains all of the representations and warranties and the entire agreement between Assignor and Assignee with respect to the subject matter of this Assignment. Any prior correspondence, memoranda, agreements, warranties or representations between Assignor and Assignee relating to such subject matter are incorporated into and superseded in total by this Assignment. Notwithstanding the foregoing, this Assignment shall not change or supersede the Agreement or agreements executed in connection therewith, which remain in full force and effect according to their terms. No prior drafts of this Assignment or changes from those drafts to the executed version of this Assignment shall be introduced as evidence in any

litigation or other dispute resolution proceeding by Assignor, Assignee or any other Person, and no court or other body shall consider those drafts in interpreting this Assignment.

16. No Waiver. The waiver or failure to enforce any provision of this Assignment shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

17. Construction of Assignment. Assignor and Assignee have mutually negotiated the terms and conditions of this Assignment, which have been reviewed and revised by legal counsel for each of Assignor and Assignee. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Assignment. Wherever in this Assignment the context requires, references to the masculine shall be deemed to include the feminine and the neuter and vice-versa, and references to the singular shall be deemed to include the plural and vice versa. Unless otherwise specified, whenever in this Assignment, including its Exhibits, reference is made to any Recital, Article, Section, Exhibit, Schedule or defined term, the reference shall be deemed to refer to the Recital, Article, Section, Exhibit, Schedule or defined term of this Assignment. Any reference in this Assignment to a Recital, an Article or a Section includes all subsections and subparagraphs of that Recital, Article or Section. Section and other headings and the names of defined terms in this Assignment are for the purpose of convenience of reference only and are not intended to, nor shall they, modify or be used to interpret the provisions of this Assignment. Except as otherwise explicitly provided herein, the use in this Assignment of the words “including”, “such as” or words of similar import when accompanying any general term, statement or matter shall not be construed to limit such term, statement or matter to such specific terms, statements or matters. In the event of a conflict between the Recitals and the remaining provisions of this Assignment, the remaining provisions shall prevail. Words such as “herein”, “hereinafter”, “hereof”, “hereby” and “hereunder” and the words of like import refer to this Assignment, unless the context requires otherwise. Unless the context otherwise specifically provides, the term “or” shall not be exclusive and means “or, and, or both”.

18. Recordation. Assignor and Assignee shall record this Assignment in the Official Records against the Transferred Property promptly following the recordation of the instrument conveying title to the Transferred Property to Assignee.

[Signatures on following page]

IN WITNESS WHEREOF, Assignor, Assignee, and City have executed this Assignment as of the Effective Date.

**ASSIGNOR:**

CALIFORNIA BARREL COMPANY LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Enrique Landa  
Its: CEO

**ASSIGNEE:**

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ACKNOWLEDGED:**

City and County of San Francisco, a municipal corporation

By: \_\_\_\_\_  
Name: Rich Hillis  
Its: Planning Director

**EXHIBIT A**

**TRANSFERRED PROPERTY**

Real property in the City of San Francisco, County of San Francisco, State of California,  
described as follows:

BEING ALL OF LOT 2, AS SAID LOT IS SHOWN AND SO DESIGNATED ON FINAL  
MAP NO. 10714, RECORDED AUGUST 30, 2022, IN BOOK 2 OF FINAL MAPS, AT  
PAGES 132-140, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF  
SAN FRANCISCO.

APN: LOT: 027, BLOCK: 4175



**EXHIBIT B**

**WAIVER OF LIABILITY**

[attached]

## WAIVER OF LIABILITY

This WAIVER OF LIABILITY (this “**Waiver**”) is made as of \_\_\_\_\_, 2024 (the “**Effective Date**”) by the City and County of San Francisco, a municipal corporation (the “**City**”), acting by and through its Planning Department, for the benefit of California Barrel Company LLC, a Delaware limited liability company (“**CBC**”).

### RECITALS

9. Reference is hereby made to that certain Development Agreement between the City, acting by and through its Planning Department, and CBC, dated as of September 22, 2020 and recorded in the Official Records on October 2, 2020 as Document No. 2020025312, corrected by that certain Correction to Development Agreement, dated as of September 30, 2021 and recorded in the Official Records on October 13, 2021 as Document No. 2021157025, modified by that certain Memorandum of Minor Modification of Development Agreement Potrero Power Station Mixed-Use Development Project (First Amendment) between City and CBC, dated as of June 20, 2023 and recorded in the Official Records on June 20, 2023 as Document No. 2023044096 and by that certain Memorandum of Minor Modification of Development Agreement Potrero Power Station Mixed-Use Development Project (Second Amendment) between City and CBC, dated as of June 20, 2023 and recorded in the Official Records on June 20, 2023 as Document No. 2023044102, and amended by that certain First Amendment to Development Agreement, dated as of \_\_\_\_\_, 20\_\_, and recorded in the Official Records on \_\_\_\_\_, 20\_\_ as Document No. \_\_\_\_\_ (collectively, the “**Development Agreement**”). All initially capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Development Agreement.

10. Pursuant to section 4.10 of the Development Agreement, CBC is obligated to indemnify, reimburse, and hold harmless the City Parties from certain Losses arising from third-party claims (collectively, the “**Indemnification Obligations**”).

11. Subsequent to the execution of the Agreement, on March 29, 2024, CBC filed an application for Design Review under section 3.4 of the Development Agreement to construct a 130-foot-tall, approximately 285,000 square foot building on Block 2 of the Project Site containing approximately 180,000 square feet of Institutional Healthcare use and approximately 102,000 square feet of Laboratory uses, all as more fully described in the Design Review approval granted by the City’s Planning Commission by Motion No. [XXXXX] on [June 20, 2024] (the “**Block 2 Project**”). The Block 2 Project will be operated by the University of California, San Francisco (“**UCSF**”).

12. The City and CBC agree that, for purposes of the Block 2 Project and consistent with the Constitution of the State of California, UCSF is exempt from local land use regulation, including redevelopment plans, planning and zoning codes, and local building codes; provided, however, that the City’s determination is limited to the Block 2 Project. The City reserves the right to address UCSF’s exemption from local land use regulations with regards to any other term, use, right, or obligation of the Development Agreement, including any substantially different use of Block 2, or any other development besides the Block 2 Project.”

13. Section 12.1 of the Development Agreement provides that as a condition to any Transfer, Developer obtain the agreement of the Transferee to assume all of Developer's obligations under the Development Agreement with respect to the Transferred Property, including the Indemnification Obligations. In connection with its operation of the Block 2 Project, UCSF has clearly indicated that it will not assume the Indemnification Obligations with respect to the Transferred Property described on Exhibit A attached hereto (the "**Block 2 Property**"). UCSF's operation of the Block 2 Project is therefore conditioned upon one of two scenarios: (i) UCSF exercises its state sovereignty under the Constitution of the State of California and obtains a court order that it may proceed with the Block 2 Project free of the Development Agreement, or (ii) UCSF reaches a negotiated assignment and assumption agreement with CBC whereby UCSF will only assume a portion of CBC's Indemnification Obligations with respect to the Block 2 Property.

14. In an effort to avoid litigation and seek a beneficial outcome, CBC and UCSF have entered into that certain Assignment and Assumption Agreement dated as of \_\_\_\_\_, 2024 (the "**Assignment**"), pursuant to which CBC only assigned a portion of the Indemnification Obligations to UCSF with respect to the Block 2 Property. The Indemnification Obligations differ materially from those of the form of assignment and assumption agreement attached to the Development Agreement as Exhibit X (the "**Form of Assignment**"). Pursuant to section 12.3 of the Development Agreement, the City's Planning Director is authorized to approve any material changes to the Form of Assignment in their sole discretion. Given that (i) the Indemnification Obligations are a core aspect of the Development Agreement, and (ii) CBC agreed to retain a portion of the Indemnification Obligations with respect to the Block 2 Property only if the City separately agreed to waive and release all claims against CBC in connection therewith, the City's Planning Director requested that the City's Board of Supervisors reaffirm his decision to approve the Assignment. Accordingly, the City's Board of Supervisors by Resolution No. [\_\_\_\_\_] on [\_\_\_\_\_] reaffirmed the City's Planning Director's decision to approve the Assignment and authorized the City's Planning Director's execution of this Waiver on behalf of the City.

15. The retention within the City of UCSF, which is one of the City's major employers, and development of the Block 2 Project affords numerous benefits to the City and its residents, including, but not limited to, the advancement of public education and medical research, the provision of an outpatient cancer treatment center, and the creation of jobs.

16. In consideration of the public benefits that will flow to the City from UCSF's operation of the Block 2 Project and the avoidance of litigation in connection therewith, the City is willing to agree to release CBC from the Indemnification Obligations with respect to the Block 2 Property, as related to any claims made for actions subsequent to execution of this Waiver, as more particularly described in this Waiver.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City agrees as follows:

1. Release. The City hereby forever waives and releases any claims against CBC for the Indemnification Obligations with respect to the Block 2 Property, as related to any claims made for actions subsequent to execution of this Waiver. This waiver and release is a general release. The City is aware of the California Civil Code Section 1542, which reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

To give full force and effect to the above general release, the City hereby expressly, knowingly, and voluntarily waives all the rights and benefits of Section 1542 and any other similar law of any jurisdiction. By placing its initial below, the City specifically acknowledges and confirms the validity of the release made above and the fact that the City was represented by counsel who explained, at the time this Waiver was made, the consequences of the above releases.

\_\_\_\_\_  
City's initials

2. Assignment. If CBC assigns all of its right, title, and interest in and to all of the Development Agreement to a Transferee, CBC's rights under this Waiver shall be binding upon and inure to the benefit of such Transferee.

3. Governing Law. This Waiver shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

4. Severability. If any term, provision, covenant or condition of this Waiver is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Waiver shall continue in full force and effect, except to the extent that enforcement of the remaining provisions of this Waiver would be unreasonable or grossly inequitable under all the circumstances or would frustrate the fundamental purpose of this Waiver.

[Signatures on following page]

IN WITNESS WHEREOF, the City has executed this Waiver as of the Effective Date.

**CITY:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Name: Rich Hillis  
Title: Director of Planning

**Approved as to Form:**

DAVID CHIU  
City Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy City Attorney

**EXHIBIT A**

**BLOCK 2 PROPERTY**

Real property in the City of San Francisco, County of San Francisco, State of California,  
described as follows:

BEING ALL OF LOT 2, AS SAID LOT IS SHOWN AND SO DESIGNATED ON FINAL  
MAP NO. 10714, RECORDED AUGUST 30, 2022, IN BOOK 2 OF FINAL MAPS, AT  
PAGES 132-140, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF  
SAN FRANCISCO.

APN: LOT: 027, BLOCK: 4175

## EXHIBIT C

### ASSIGNED RIGHTS AND OBLIGATIONS

OBLIGATION	DOCUMENT REFERENCE	TRANSFERRED RIGHT OR OBLIGATION*	RETAINED RIGHT OR OBLIGATION
*Unless stated otherwise, transferred rights or obligations listed herein are transferred only to the Assignee to the extent directly attributable to the Transferred Property and the development or operation of the improvements thereon.			
Development Agreement			
Article 2 – Effective Date; Term	DA	X	
Section 2.1 – Effective Date	DA	X	
Section 2.2 – Term	DA	X	
Section 3.1 – Development of the Project	DA	X	
Section 3.2 – Development Process	DA		X
Section 3.3 – Approval of Subdivision Maps	DA		X
Section 3.4 – Design Review and Objective Requirements	DA	X	
Section 3.5 – Design Review of Parks and Open Spaces within Power Station Park System	DA		X
Section 3.6 – Construction of Public Improvements and Privately-Owned Community Improvements	DA		X
Section 3.6.1 – Regulatory Approvals	DA	X	
Section 3.6.2 – Timing for Completion of Public Improvements and Privately-Owned Community Improvements	DA		X
Section 3.6.3 – Timing for Satisfaction of BMR Requirements	DA		X
Section 3.6.4 – Dedication and Acceptance of Public Improvements	DA		X
Section 3.7 – Contracting for Public Improvements	DA		X
Section 3.8 – Maintenance and Operation of Public Improvements by Developer	DA		X
Section 3.9 – Maintenance and Operation of Privately-Owned Community Improvements	DA		X
Section 3.10 – Non-City Regulatory Approvals for Public Improvements	DA		X
Section 3.11 – Continuing City Obligations	DA		X
Section 3.12.1 – Financing Districts	DA	X	

OBLIGATION	DOCUMENT REFERENCE	TRANSFERRED RIGHT OR OBLIGATION*	RETAINED RIGHT OR OBLIGATION
		(subject to UC's sovereign autonomy)	
Section 3.12.2 – Limitations on New Districts	DA	X	
Section 3.12.3 – Permitted Assessments	DA	X	
Section 3.13 – PG&E Sub-Area	DA		X
Section 3.14 – Workforce	DA	X  (note that the term “Commercial Activity” as defined in Section A to Exhibit F of the Workforce Agreement does not include the use of a building operated by a federal or state agency).	
Section 3.15 – Public Power	DA		X
Section 3.16 – Utility Yard	DA		X
Section 3.17 – Fair Share	DA		X
Section 3.18 – Waiver of State Density Bonus Law; and Similar State and Local Laws Allowing Additional Residential and/or Non-Residential Density and Modifications to Development Requirements	DA	X	
Section 4.1 – Community Benefits Exceed Those Required by Existing Ordinances and Regulations	DA	X	
Section 4.2 – Associated Community Benefits	DA	X  (subject to transfer and retention of specific aspects of Phasing Plan, Transportation Plan, and Workforce Agreement specifically set forth below)	



OBLIGATION	DOCUMENT REFERENCE	TRANSFERRED RIGHT OR OBLIGATION*	RETAINED RIGHT OR OBLIGATION
Section 4.3 – Conditions to Performance of Associated Community Benefits	DA	X (subject to note on Section 4.2 immediately above)	
Section 4.4 – No Additional CEQA Review or General Plan Consistency Findings Required	DA	X	
Section 4.5 – Compliance with CEQA Mitigation Measures	DA	X	
Section 4.6 – Sidewalks and Streets	DA	X	
Section 4.7 – Nondiscrimination	DA	X	
Section 4.8 City Cost Recovery	DA		X
Section 4.9 – Prevailing Wages and Working Conditions	DA	X	
Section 4.10 – Indemnification of City	DA	X Transferred only as expressed provided in Section 3 of this Agreement	
Section 5.1 – Vested Rights	DA	X	
Section 5.2 – Existing Standards	DA	X	
Section 5.3 – Waiver of Subdivision and Public Works Codes	DA	X	
Section 5.4 – Criteria for Later Approvals	DA	X	
Section 5.5 – Building Code Compliance	DA	X	
Section 5.6 – Denial of a Later Approval	DA	X	
Section 5.7 – New City Laws	DA	X (subject to UC's sovereign autonomy)	
Section 5.7.1 – Conflicts	DA	X	
Section 5.7.2 – Subdivision	DA	X	
Section 5.7.3 – Developer Election of New City Law	DA	X	
Section 5.7.4 – Designation of Additional Inclusionary Units	DA		X
Section 5.8 – Impact Fees and Exactions	DA		X
Section 5.9 – Changes in Federal or State Laws	DA	X	

OBLIGATION	DOCUMENT REFERENCE	TRANSFERRED RIGHT OR OBLIGATION*	RETAINED RIGHT OR OBLIGATION
Section 5.10 – No Action to Impede Approvals	DA	X	
Section 5.11 – Estoppel Certificates	DA	X	
Section 5.12 – Existing, Continuing Uses and Interim Uses	DA	X	
Section 5.13 – Costa-Hawkins Rental Housing Act	DA	X	
Section 5.14 – Taxes	DA	X (subject to UC’s sovereign autonomy)	
Section 6.1 – No Development Obligation	DA	X	
Section 6.2 – Real Estate Transfers	DA		X
Section 7.1 – Notice of Completion or Termination	DA	X	
Section 7.2 – General Cooperation	DA	X	
Section 7.2.1 – Specific Actions by the City	DA	X	
Section 7.2.2 – Role of Planning Department and Public Works	DA	X (as to any Later Approvals within the City’s jurisdiction)	
Section 7.2.3 – City Agencies’ Processing Responsibilities	DA	X	
Section 7.3 – Permits to Enter City Property	DA	X	
Section 7.4 – Other Necessary Acts	DA	X	
Section 7.5 – Mills Act	DA		X
Article 8 – Periodic Review of Developer’s Compliance	DA	X	
Article 9 – Enforcement of Agreement; Default; Remedies	DA	X	
Article 10 – Financing; Rights of Mortgagee	DA	X	
Article 11 – Amendment; Termination; Extension of Term	DA	X Except as expressly retained herein	
Section 11.7 – PG&E Sub-Area	DA		X
Article 12 – Transfer or Assignment; Release; Constructive Notice	DA	X	

OBLIGATION	DOCUMENT REFERENCE	TRANSFERRED RIGHT OR OBLIGATION*	RETAINED RIGHT OR OBLIGATION
		(as implemented hereby)	
Article 13 – Developer Representations and Warranties	DA	X	
Article 14 – Miscellaneous Provisions	DA	X Except as expressly retained herein	
Section 14.27 – Dogpatch Neighborhood	DA	X	
Section 14.28 Station A Vibration Monitoring	DA		X
<b>Housing Plan</b>			
Section III.A.1 – Residential Development at Full Build-Out	DA Housing Plan		X
Section III.A.2 – Interim Requirements	DA Housing Plan		X
Section III.B – Housing Data Table	DA Housing Plan		X
Section IV.B – Affordable Housing Conveyance Agreement	DA Housing Plan		X
Section V – Inclusionary Housing Requirements	DA Housing Plan		X
Section VI – Power Station Affordable Housing Fee	DA Housing Plan		X
Section VII – Non-Residential to Residential Proportionality Requirement	DA Housing Plan		X
Section VIII – Parking Requirements	DA Housing Plan		X
<b>Workforce Agreement</b>			
Section III.B.2 – Local Hiring Requirements	DA Workforce Agreement	X (Use of buildings operated by UCSF not a “Commercial Activity” under Workforce Agreement)	
Section III.B.3 – First Source Hiring Program for Construction Work	DA Workforce Agreement	X (Use of buildings operated by UCSF not a “Commercial Activity” under	

OBLIGATION	DOCUMENT REFERENCE	TRANSFERRED RIGHT OR OBLIGATION*	RETAINED RIGHT OR OBLIGATION
		Workforce Agreement)	
Section III.B.4 – Local Business Enterprise Requirements	DA Workforce Agreement	X  (Use of buildings operated by UCSF not a “Commercial Activity” under Workforce Agreement)	
Section III.B.5 – Obligations; Limitations on Liability	DA Workforce Agreement	X  (Use of buildings operated by UCSF not a “Commercial Activity” under Workforce Agreement)	
Section III.C – Project Operations	DA Workforce Agreement	X  (Use of buildings operated by UCSF not a “Commercial Activity” under Workforce Agreement)	
Section D – Workforce Job Readiness and Training Funds	DA Workforce Agreement		X  (CBC retains obligation to pay funds to OEWD as and when due)
Transportation Plan			
Section I – Transportation Sustainability Fee	DA Transportation Plan		X
Section II – TDM Plan	DA Transportation Plan	X	
Section V – SFMTA Employee Restroom	DA Transportation Plan		X

OBLIGATION	DOCUMENT REFERENCE	TRANSFERRED RIGHT OR OBLIGATION*	RETAINED RIGHT OR OBLIGATION
Section VI – Muni Bus Shelter	DA Transportation Plan		X
Mitigation Monitoring and Reporting Program (as amended; any new mitigation measures adopted after the Effective Date of this Assignment applicable to the construction or operation of a Building shall be transferred)			
Mitigation Measure M-CR-5a: Documentation	EIR MMRP		X
Mitigation Measure M-CR-5b: Video Recordation	EIR MMRP		X
Mitigation Measure M-CR-5c: Public Interpretation and Salvage	EIR MMRP		X
Mitigation Measure M-CR-5d: Rehabilitation of the Boiler Stack	EIR MMRP		X
Mitigation Measure M-CR-5e: (Project Variant)	EIR MMRP		X
Mitigation Measure M-CR-6: Design Controls for New Construction	EIR MMRP		X
Mitigation Measure M-TR-5: Implement Measures to Reduce Transit Delay	EIR MMRP	X	X
Mitigation Measure M-TR-7: Improve Pedestrian Facilities at the Intersection of Illinois Street / 22 <sup>nd</sup> Street	EIR MMRP		X
Mitigation Measure M-NO-1: Construction Noise Control Measures	EIR MMRP		X
Mitigation Measure M-NO-4a: Construction Vibration Monitoring	EIR MMRP		X
Mitigation Measure M-NO-4b: Vibration Control Measures During Controlled Blasting and Pile Driving	EIR MMRP		X
Mitigation Measure M-NO-4c: Vibration Control Measures During Use of Vibratory Equipment	EIR MMRP		X
Mitigation Measure M-NO-5: Stationary Equipment Noise Controls	EIR MMRP		X
Mitigation Measure M-NO-8: Design of Future Noise-Sensitive Use (Project Variant)	EIR MMRP		X
Mitigation Measure M-AQ-2a: Construction Emissions Minimization	EIR MMRP		X
Mitigation Measure M-AQ-2b: Diesel Backup Generator Specifications	EIR MMRP	X	X
Mitigation Measure M-AQ-2c: Promote Use of Green Consumer Projects	EIR MMRP	X	
Mitigation Measure M-AQ-2d: Electrification of Loading Docks	EIR MMRP		X

OBLIGATION	DOCUMENT REFERENCE	TRANSFERRED RIGHT OR OBLIGATION*	RETAINED RIGHT OR OBLIGATION
Mitigation Measure M-AQ-2e: Additional Mobile Source Control Measures	EIR MMRP		X
Mitigation Measure M-AQ-2f: Offset Construction and Operational Emissions (Re-phase Program)	EIR MMRP		X
Mitigation Measure AQ-4: Siting of Uses that Emit Toxic Air Contaminants (Re-phase program)	EIR MMRP		X
Mitigation Measure AQ-5: Include Spare the Air Telecommuting Information in Transportation Welcome Packets	EIR MMRP	X	
Mitigation Measure M-WS-2: Identification and Mitigation of Interim Hazardous Wind Impacts	EIR MMRP		X
Mitigation Measure M-BI-1 Nesting Bird Protection Measures	EIR MMRP		X
Mitigation Measure M-BI-3: Avoidance and Minimization Measures for Bats	EIR MMRP		X
Mitigation Measure M-BI-4: Fish and Marine Mammal Protection during Pile Driving	EIR MMRP		X
Mitigation Measure M-BI-7: Compensation for Fill of Jurisdictional Waters	EIR MMRP		X
Mitigation Measure M-CR-1: Archeological Testing	EIR MMRP		X
Mitigation Measure M-CR-3: Tribal Cultural Resources Interpretive Program	EIR MMRP		X
Mitigation Measure M-GE-6: Paleontological Resources Monitoring and Mitigation Program	EIR MMRP		X
Improvement Measure I-TR-A: Construction Management Plan and Public Updates	EIR MMRP		X
Improvement Measure I-TR-B: Monitoring and Abatement of Queues	EIR MMRP		X
Improvement Measure I-NO-A: Nighttime Construction Noise Control Measures	EIR MMRP		X
Improvement Measure I-NO-B: Avoidance of Residential Streets	EIR MMRP		X
Improvement Measure I-NO-C: Design of Future Noise-Generating Uses near Residential Uses	EIR MMRP	X	X
Improvement Measure I-WS-1: Wind Reduction Features for Block 1	EIR MMRP		X
<b>Privately-Owned Community Improvements</b>			
Community Improvements Located on Transferred Property	DA Exhibit L-1		X

OBLIGATION	DOCUMENT REFERENCE	TRANSFERRED RIGHT OR OBLIGATION*	RETAINED RIGHT OR OBLIGATION
Regulations Regarding Access and Maintenance of Certain Privately-Owned Community Improvements	DA Exhibit L-2		X
Phasing Plan (Phasing Plan as amended under to Planning Director's October 7, 2020 Development Phase Approval for Phase 1 and that certain non-material amendment approved by the Planning Director on April 25, 2023)			
Sea Level Rise Improvements	DA Phasing Plan		X
AWSS Connection to 3 <sup>rd</sup> Street at 23 <sup>rd</sup> Street	DA Phasing Plan		X
AWSS Connection to 3 <sup>rd</sup> Street at 22 <sup>nd</sup> Street	DA Phasing Plan		X
Stormwater Outfall	DA Phasing Plan		X
Sanitary Sewer Pump Station	DA Phasing Plan		X
Recycled Water Infrastructure	DA Phasing Plan	X	
23 <sup>rd</sup> /Illinois Intersection Improvements and Signal	DA Phasing Plan		X
Sidewalk on the east side of Illinois between Humboldt and 22 <sup>nd</sup> Streets	DA Phasing Plan		X
Sidewalk on the east side of Illinois between 23 <sup>rd</sup> and Humboldt Streets	DA Phasing Plan		X
Humboldt Street Fire Turnaround	DA Phasing Plan		X
Humboldt/Illinois Intersection Improvements and Signal	DA Phasing Plan		X
The Point	DA Phasing Plan		X
Waterfront Park South	DA Phasing Plan		X
Stack Plaza	DA Phasing Plan		X
Humboldt Street Plaza	DA Phasing Plan		X
Power Station Park East	DA Phasing Plan		X
Block 9 POPO (includes Turbine Plaza) and Restroom	DA Phasing Plan		X
Power Station Park West	DA Phasing Plan		X
Waterfront Park North	DA Phasing Plan		X
Waterfront Park West	DA Phasing Plan		X
Louisiana Paseo	DA Phasing Plan		X
Soccer Field and Restroom	DA Phasing Plan		X
Illinois Street Plaza	DA Phasing Plan		X
Construction of all public and private streets (including sidewalks, and bike facilities within such streets) within the boundaries of the Development Phase as shown in the D4D and IP	DA Phasing Plan		X

OBLIGATION	DOCUMENT REFERENCE	TRANSFERRED RIGHT OR OBLIGATION*	RETAINED RIGHT OR OBLIGATION
Construction of all utilities within the boundaries of the Development Phase as shown in the IP	DA Phasing Plan		X
Bus Layover	DA Phasing Plan		X
Bus Shelter and Transit Operator Restroom	DA Phasing Plan		X
\$1.5 million AWSS Payment Fair Share Contribution	DA Phasing Plan		X
La Cocina	DA Phasing Plan		X
Childcare	DA Phasing Plan		X
Community Center	DA Phasing Plan		X
\$2.5 million Library Payment	DA Phasing Plan		X
Options for Public Library	DA Phasing Plan		X
Grocery Store	DA Phasing Plan		X
SFPUC Pump Station	DA Phasing Plan		X
Financing Plan	DA Financing Plan		X



**EXHIBIT D**

**FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT**

[attached]

## Introduction Form

*(by a Member of the Board of Supervisors or the Mayor)*



I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee (Ordinance, Resolution, Motion or Charter Amendment)
- 2. Request for next printed agenda (For Adoption Without Committee Reference)  
*(Routine, non-controversial and/or commendatory matters only)*
- 3. Request for Hearing on a subject matter at Committee
- 4. Request for Letter beginning with "Supervisor  inquires..."
- 5. City Attorney Request
- 6. Call File No.  from Committee.
- 7. Budget and Legislative Analyst Request (attached written Motion)
- 8. Substitute Legislation File No.
- 9. Reactivate File No.
- 10. Topic submitted for Mayoral Appearance before the Board on

The proposed legislation should be forwarded to the following (please check all appropriate boxes):

- Small Business Commission       Youth Commission       Ethics Commission
- Planning Commission       Building Inspection Commission       Human Resources Department

General Plan Referral sent to the Planning Department (proposed legislation subject to Charter 4.105 & Admin 2A.53):

- Yes                       No

*(Note: For Imperative Agenda items (a Resolution not on the printed agenda), use the Imperative Agenda Form.)*

Sponsor(s):

Subject:

Long Title or text listed:

Signature of Sponsoring Supervisor: